

City of High Point

*Parks & Recreation Administration Office
136 Northpoint Avenue
High Point, NC 27265*



Meeting Agenda

Monday, September 18, 2017

5:30 PM

**Parks & Recreation Administration Building - 136 Northpoint
Avenue**

City Council

*William S. Bencini, Jr., Mayor
Jay W. Wagner, Mayor Pro Tem
Latimer B. Alexander, IV., Cynthia Y. Davis
James C. Davis, Jason P. Ewing,
Jeffrey J. Golden, Alyce E. Hill,
Christopher Williams*

ROLL CALL, PRAYER, AND PLEDGE OF ALLEGIANCE**RECOGNITIONS AND PRESENTATIONS**

- [170293](#) Charles Collier - 50 Years of Service to the City of High Point
Mayor Bencini will recognize Charles Collier, with the City's Electric Department, for 50 years of service to the City.
- [170294](#) Proclamation - Rail Safety Week
Representatives from North Carolina Operation Lifesaver will be in attendance to receive a Proclamation from Mayor Bencini proclaiming the week of September 24-30, 2017 as "Rail Safety Week" in the City of High Point.
Attachments: [National Rail Week Proclamation](#)
- [170295](#) Proclamation - National Recovery Month
Representatives from Caring Services will be in attendance to receive a Proclamation from Mayor Bencini proclaiming the month of September as "National Recovery Month" in the City of High Point.
Attachments: [National Recovery Month Proclamation 2017](#)

STRATEGIC PLAN UPDATE

- [170296](#) Update on the Strategic Plan adopted by City Council
Member Jeff Golden, Chair of the Community Housing, Neighborhood Development and Public Safety Committee and Council Member Jason Ewing, Chair of the Prosperity & Livability Committee will give an update to City Council on the Strategic Plan.

PUBLIC COMMENT PERIOD

- [170297](#) 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.

GENERAL CATALYST PROJECT ITEMS

- [170331](#) Resolution - Interlocal Agreement for Revenue Sharing
Council is requested to adopt a Resolution providing for an Interlocal cooperation Agreement with Guilford County for Economic Development Purposes (Revenue Sharing).
Attachments: [1. Interlocal Agreement with GC for Catalyst LOBs](#)
- [170299](#) Request to Initiate Zoning Map Amendment for MX-D and CB Districts
A request by the Planning and Development Department to initiate a zoning map amendment to establish the Mixed-Use Downtown (MX-D) district and to expand the Central Business (CB) District in accordance with the Downtown Mixed-Use Area Plan.
Attachments: [2. Request to Initiate MD-X and CB Zoning Map Amendment](#)
- [170300](#) City of High Point - Downtown Mixed Use Area Plan - Public Hearing
A request by the Planning & Development Department to consider the adoption of the Downtown Mixed Use Area Plan. This plan generally covers that portion of the downtown bounded by East Ray Avenue and Westwood Avenue to the north, Wrenn Street to the east, the railroad tracks to the south, and a combination of Oakwood Street, properties that front on Lindsay Street, and North Elm Street to the west.
Attachments: [3. Downtown Mixed Use Area Plan\(Council\)](#)
- [170301](#) Public Hearing - Proposed Financing of Downtown Multi-Use Sports and Entertainment Facility
Monday, September 18, 2017 at 5:30 p.m. is the date and time established, pursuant to NC General Statute 160A-20, and the adopting of the Resolution Making Certain Findings and Determinations Regarding the Proposed Financing of a Downtown Multi-Use Sports and Entertainment Facility and Requesting the Local Government Commission to Approve the Financing Agreement.
Attachments: [4. Public Hearing For Financing Catalyst Facility And Preliminary Resolution](#)

CONSENT AGENDA ITEMS

- [170302](#) Contract - Purchase of Equipment - Dualift Truck
Council is requested approve award of contract to Carolina Environmental Services, Inc. in the amount of \$179,299.68 for the purchase of a 2018 Freightliner truck with the Heil dualift combination Hook Lift and cable hoist system for use by the Material Recycling Facility.

Attachments: [1. Dualift Truck \(9-18-17\)](#)

[170303](#)

Contract - Purchase of Equipment - Boom Mower

Council is requested approve award of contract to Public Works Equipment and Supply in the amount of \$175,277.00 for the purchase of a Boom Mower for use by the Streets Division of Public Services and declare the old equipment as surplus and disposing through the online auction process.

Attachments: [2. Boom Mower \(9-18-17\)](#)

[170304](#)

Contract - Purchase of Equipment - Tandem Axle Dump Truck

Council is requested approve award of contract to Transource, Inc., in the amount of \$140,018.80 for the purchase of a Tandem Axle Dump Truck for use by the Water & Sewer Residuals Division of Public Services Department; and declare the old equipment as surplus and dispose of through the online auction process.

Attachments: [3. Tandem Dump Truck \(9-18-17\)](#)

[170305](#)

Budget Ordinance Amendment - Model Farm Road Bridge Replacement

Council is requested to adopt an ordinance amending the 2017-2018 Budget Ordinance to appropriate funds in the amount of \$116,161.00 for the Model Farm Road Bridge replacement.

Attachments: [4. Model Farm Bridge ordinance amendment](#)

[170306](#)

Agreement - Model Farm Road Bridge Replacement Construction Administration

Council is requested to approve the Construction Administration Services Agreement to Wetherill Engineering, Inc. in an amount not to exceed \$95,432.06 for the Model Farm Road Bridge Replacement.

Attachments: [5. Model Farm Construction Admin](#)

[170307](#)

Contract - Model Farm Bridge Road Replacement

Council is requested to award contract with Smith-Rowe, LLC in the amount of \$951,864.64 for the Model Farm Bridge Road Replacement.

Attachments: [6. Model Farm Bridge Replacement](#)

[170308](#)

Contract - Water & Sewer Emergency Repairs

Council is requested to approve award of contract to Breece Enterprises in the amount of \$521,720.00 for emergency repairs of water and sanitary sewer utilities.

Attachments: [7. Water Sewer Emergency Repairs](#)

[170309](#)

Contract - Eastside Wastewater Treatment Plant Safety Improvements

Council is requested to approve award of contract to Isley Construction in the amount of \$184,624.00 for safety improvements at the Eastside Wastewater Treatment Plant (WWTP).

Attachments: [8. Eastside Safety Improvements](#)

- [170310](#) Contract - Sludge Thickening and Dewatering Polymer
Council is requested to approve award of contract to Polydyne, Inc., in the amount of \$120,614.00 for the purchase of Polymer which is used to thicken and dewater solids as part of the wastewater treatment process.
Attachments: [9. Contract - Polymer](#)
- [170311](#) Contract - Pike Electric Contract Extension
Council is requested to approve an extension to the Pike Electric, LLC contract for electrical distribution in the approximate amount of \$2.46 million per year.
Attachments: [10. Pike Electric Bid Extension](#)
- [170312](#) Contract - SCADA System
Council is requested to approve the award of contract to Advanced Control Systems (ACS) in the amount of \$85,398.00 for the purchase of SCADA equipment and software.
Attachments: [11. Contract - Advanced Control Systems](#)
- [170313](#) 2017 Edward Byrne Memorial Justice Assistance Grant Funding
Council is requested to established a public hearing date of Monday, October 2, 2017 at 5:30 p.m. for the purpose of receiving public comments on the funding for the 2017 Edward Byrne memorial Justice Assistance Grant Funding (JAG).
Attachments: [12. 2017 Jag Grant Funding - Establish PH Date](#)
- [170314](#) Reimbursement Agreement - BSC Holdings, Inc.
Council is requested to adopt a Resolution authorizing a staff to execute a Reimbursement Agreement with BSC Holdings, Inc. for infrastructure improvements on a 71-acre tract of land located along the boundaries of Kendale Road, Sandy Ridge Road and Johnson Street.
Attachments: [13. Reimbursement Agreement - BSC Holdings](#)
- [170315](#) High Point University - MOU Centennial Street Underground Utilities
Council is requested to approve a MOU between the City of High Point and High Point University to clarify the roles and responsibilities for underground utilities and intersection improvements on North Centennial Street from or around Barbee Avenue to East Farris Avenue and on Montlieu from North Centennial to Denny Street.
Attachments: [14. MOU - HPU Underground Utilities](#)
- [170317](#) Contract- 2017-2018 Operation InAsMuch Contract with Community Housing Solutions
Council is requested to approve a contract with Community Housing Solutions (CHS) in the amount of \$200,000 to fund materials and operational expenses with two (2) Operation InAsMuch (OIAM) events during the 2017-2018 fiscal year.

Attachments: [16. Contract Operation InAsMuch 2017-18](#)

REGULAR AGENDA ITEMS

[170316](#)

Contract - Habitat for Humanity - Affordable Housing

Council is requested to approve a contract with Habitat for Humanity in the amount of \$105,000; and to construct three affordable homes in the neighborhood adjacent to Washington Terrace Park (1507 Davis Street; 202 and 206 N. Hoskins Street); and authorize the appropriate City Staff to execute all necessary documents.

Attachments: [15. Contract with Habitat final](#)

FINANCE COMMITTEE - Council Member J. Davis, Chair

COMMUNITY HOUSING, NEIGHBORHOOD DEVELOPMENT AND PUBLIC SAFETY COMMITTEE - Council Member Golden, Chair

[170318](#)

Conveyance of Property to Habitat for Humanity

Council is requested to adopt a resolution to convey the properties located at 1507 Davis Street; 202 and 206 N. Hoskins Street to Habitat for Humanity to construct affordable housing in the Washington Street area.

Attachments: [1. Conveyance of Property to Habitat final](#)

[Resolutions - Conveyance of Property to Habitat 2017](#)

[170330](#)

Ordinance Amendment - Chapter 3 Article C - CAC

Council is requested to adopt an ordinance amending the City of High Point Code of Ordinances, Chapter 3, Article C entitled Citizens Advisory Council (CAC).

Attachments: [2. Ordinance Amendment to Chapter 3 Article C of the Code of Ordinances final](#)

[170282](#)

Ordinance - Demolition of Structure - 1216 E. Russell Street

Council is requested to adopt an ordinance requiring the building inspector to effectuate the demolition of a structure located at 1216 E. Russell Street belonging to Susan Taro.

Attachments: [3. 1216 E Russell Council Final](#)

[170283](#)

Ordinance - Demolition of Structure - 523 N. Centennial Street

Council is requested to adopt an ordinance requiring the building inspector to effectuate the demolition of a structure located at 523 N. Centennial Street belonging to NTH Realty, LLC.

Attachments: [4. 523 N Centennial Council Packet 9-18-17](#)

[170284](#)

Ordinance - Demolition of Structure - 709 Hilltop Street

Council is requested to adopt an ordinance requiring the building inspector to effectuate the demolition of a structure located at 709 Hilltop Street belonging to Victor Manuel Campos Rivas and Cynthia Lanto.

Attachments: [5. 709 Hilltop Council packet](#)

- [170319](#) Ordinance - Demolition of Structure - 1002 Carter Street
Council is requested to adopt an ordinance requiring the building inspector to effectuate the demolition of a structure located at 1002 Carter Street belonging to Michael A. Morgan.

Attachments: [6. 1002 Carter St Council cover memo](#)

- [170320](#) Ordinance - Demolition of Structure - 2212 Chambers Street
Council is requested to adopt an ordinance requiring the building inspector to effectuate the demolition of a structure located at 2212 Chambers Street belonging to Browns Chapel Holiness Church.

Attachments: [7. 2212 Chambers Council Packet 9-18-17](#)

PENDING ITEMS

- [160330](#) Ordinance - Demolition of Structure - 512 Hines Street
Council is requested to adopt an ordinance requiring the building inspector to effectuate the demolition of a structure located at 512 Hines Street belonging to Eliseo Zavala. (At the November 7, 2016 meeting this item was deferred to the December 5, 2016 Council Meeting. At the December 5, 2016 Council Meeting, Council deferred this item for 60 days or until the February 6, 2017 Council Meeting. At the February 6th Council Meeting, item was placed back in pending. At the May 1, 2017 meeting this item was continued to the May 15, 2017 meeting. At the May 15th Council Meeting this item was deferred for 45 days). At the June 5th meeting item was deferred pending receipt of the executed Supplemental Order from the property owner.

Attachments: [512 Hines St Council 5-1-17 updated](#)

- [170255](#) Ordinance - Demolition of Structure - 1013 Johnson Street
Council is requested to adopt an ordinance ordering the housing inspector to effectuate the demolition of a structure located at 1013 Johnson Street belonging to Don G. Angell Trust.

Attachments: [5. 1013 Johnson St Council Packet](#)

PLANNING & DEVELOPMENT COMMITTEE - Mayor Pro Tem Wagner, Chair

- [170321](#) Request to Initiate Zoning Map Amendment for Airport Overlay District
A request by the Planning and Development Department to initiate a zoning map amendment to amend the Airport Overlay District for approximately 51.5 acres of land located on north side of Willard Dairy Road, approximately 430 feet east of Shadow Ridge Drive.

Attachments: [Request to Initiate ARO Zoning Map Amendment](#)

[170322](#)

Hartley Ridge, LLC - Right-of-Way Encroachment Permit (RE-17-0010)
A request by Hartley Ridge, LLC to allow two retaining walls to be erected within the right-of-way along W. Hartley Drive. The retaining walls encroach into the right-of-way at differing amounts depending upon location.

Attachments: [Hartley Ridge Staff Rpt \(RE-17-03\)](#)

PUBLIC HEARINGS - PLANNING & DEVELOPMENT COMMITTEE

[170323](#)

Ordinance - Waste Industries, LLC - Annexation 17-08
A request by Waste Industries, LLC to consider a voluntary contiguous annexation of an approximately 19.8-acre parcel lying along the west side of Elon Place, approximately 1,600 feet south of Business 85. The property is addressed as 1236 Elon Place and also known as Guilford County Tax Parcel 0161532.

Attachments: [1. Staff Rpt \(AN-17-08\)](#)

[170324](#)

Resolution - Thomas Built Buses - Street Abandonment 17-03
A request by Thomas Built Buses to abandon the northern portion (approximately 254 feet) of the Joshua Circle right-of-way lying south of Courtesy Road.

Attachments: [2. Staff Rpt SA17-03](#)

[170325](#)

Ordinance - Bencini Realty Limited Partnership - Zoning Map Amendment 17-16

A request by Bencini Realty Limited Partnership to rezone approximately 24 acres from a Conditional Use Office Institutional (CU-OI) District to a Conditional Zoning General Business (CZ-GB) District. The site is lying along the east side of N. Main Street, approximately 300 feet north of Old Plank Road (3500 N. Main Street).

Attachments: [3. Staff Rpt ZA-17-16](#)

[170326](#)

Ordinance - Blue Ridge Companies - Zoning Map Amendment 17-12
A request by Blue Ridge Companies to amend a previously adopted Planned Development-Mixed (PDM) District, approved under Zoning Map Amendment Case 12-14, as follows:

- a) to allow an additional access point (total of three access points) from W. Wendover Avenue;
- b) to delete the requirement for right-of way dedication for turn lanes at access points from W. Wendover Avenue;
- c) to delete the requirement that prohibits airhoses, vacuums pedestals and other outdoor automotive service equipment from being located between the principal building and the W. Wendover Avenue right-of-way; and
- d) to amend the PUD Master Plan to allow the changes outlined above.

The Planned Development consists of approximately 74.4 acres lying at

the northeast corner of W. Wendover Avenue and Samet Drive, between Samet Drive and Premier Drive.

Attachments: [4. Staff Rpt \(ZA-17-12\) Council](#)

[Zoning Map Amendment - 17-12 - Blue Ridge Properties \(Sheetz Station\)](#)

GENERAL BUSINESS AGENDA

[170327](#)

Estoppel Certificate - IHFC Properties

Council is requested to authorize the Mayor to sign the Estoppel Certificate with regards to the IHFC Property lease for the property located at 210-220 E. Commerce Avenue.

Attachments: [Estoppel Certificate - IHFC Properties](#)

[170328](#)

Appointments/Reappointments - Boards & Commissions

Council is requested to make the following appointments/reappointments to various Boards and Commissions:

Council Member Alyce Hill is recommending that Council confirm the appointment of Mr. Robert Davis to the Parks & Recreation Commission as the Ward 3 appointment. Appointment will be effective immediately and will expire July 1, 2020.

Council Member Jay Wagner is recommending that Council confirm the reappointment of Mr. Rick Cornwell to the Library Board of Trustees as the Ward 4 appointment. Reappointment will be effective October 31, 2017 and will expire October 31, 2020.

Mayor Bencini is recommending that Council confirm the reappointment of Elizabeth Koonce to the ABC Board. Reappointment will be effective 11/15/2017 and will expire 11/15/2020.

Council Member Jeff Golden is requesting that Council confirm the reappointment of Marie Stone to the Planning and Zoning Commission as the Ward 1 appointment. Reappointment will be effective immediately and will expire 7/1/2020.

Council Member Williams is requesting the reappointment of Julius Clark to the Historic Preservation Commission as the Ward 2 appointment. Appointment will be effective immediately and will expire 7/1/2020.

Attachments: [Appointments -Boards and Commissions](#)

[170329](#)

Minutes to Be Approved

Finance Committee; Wednesday, August 16 @ 4:00 p.m.

Manager's Briefing; Monday, August 21 @ 4:30 p.m.

Closed Session of City Council; Monday, August 21 @ 5:00 p.m.

Regular Council Meeting; Monday, August 21 @ 5:30 p.m.

Community Housing, Neighborhood Development & Public Safety
Committee Meeting, Tuesday, September 5 @ 10:00 a.m.
Prosperity & Livability Committee Meeting; Wednesday, September 6 @
9:00 a.m.

Attachments: [1. August 16 Finance Committee Minutes.pdf](#)
[2. August 21 2017 Manager's Briefing.pdf](#)
[3. August 21 2017 High Point City Council Special Meeting \(Closed Session\).pd](#)
[4. August 21 2017 High Point City Council.pdf](#)
[5. September 5, 2017 CH ND & PS Committee.pdf](#)
[6. September 6 2017 Prosperity & Livability Committee.pdf](#)

ADJOURNMENT

CITY OF HIGH POINT

AGENDA ITEM



Title: Ordinance to Demolish –2212 Chambers St.

From: Michael McNair, Director
Community Development & Housing

Meeting Date: 9/18/17

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 2212 Chambers Street.

BACKGROUND:

After a Complaint and Notice of Hearing was issued and a hearing held, an Order to Repair or Demolish was issued on 4/6/17. No action occurred by the compliance date of 5/9/17. The necessary repairs to the dwelling exceed its current tax value and the demolition is warranted.

BUDGET IMPACT:

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

RECOMMENDATION / ACTION REQUESTED:

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

PENDING ACTION:

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

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

ORDINANCE

REQUEST: Ordinance to Demolish

PROPERTY

ADDRESS: 2212 Chambers St.

OWNER:

Browns Chapel Holiness Church

FIRST

INSPECTION:

1/31/17

Summary of Major Violations

1. Repair/replace roof sheathing, rafters & covering
2. Repair/replace damaged floor joists, subfloor, framing
3. Repair or replace exterior wall siding/covering
4. Repair/replace wall and ceiling material throughout
5. Replace plumbing fixtures

HEARING

RESULTS:

3/29/17

No one appeared for the Hearing. During the Hearing it was determined there are several violations of the Minimum Housing Code. There are multiple violations of the minimum housing code in the house that make it unsafe. In its present state, necessary repairs to the dwelling exceed 50% of the value of the structure.

ORDER(S)

ISSUED:

4/6/17

Order to Repair or Demolish

Date of Compliance 5/9/17

APPEALS:

No appeals to date.

OWNER

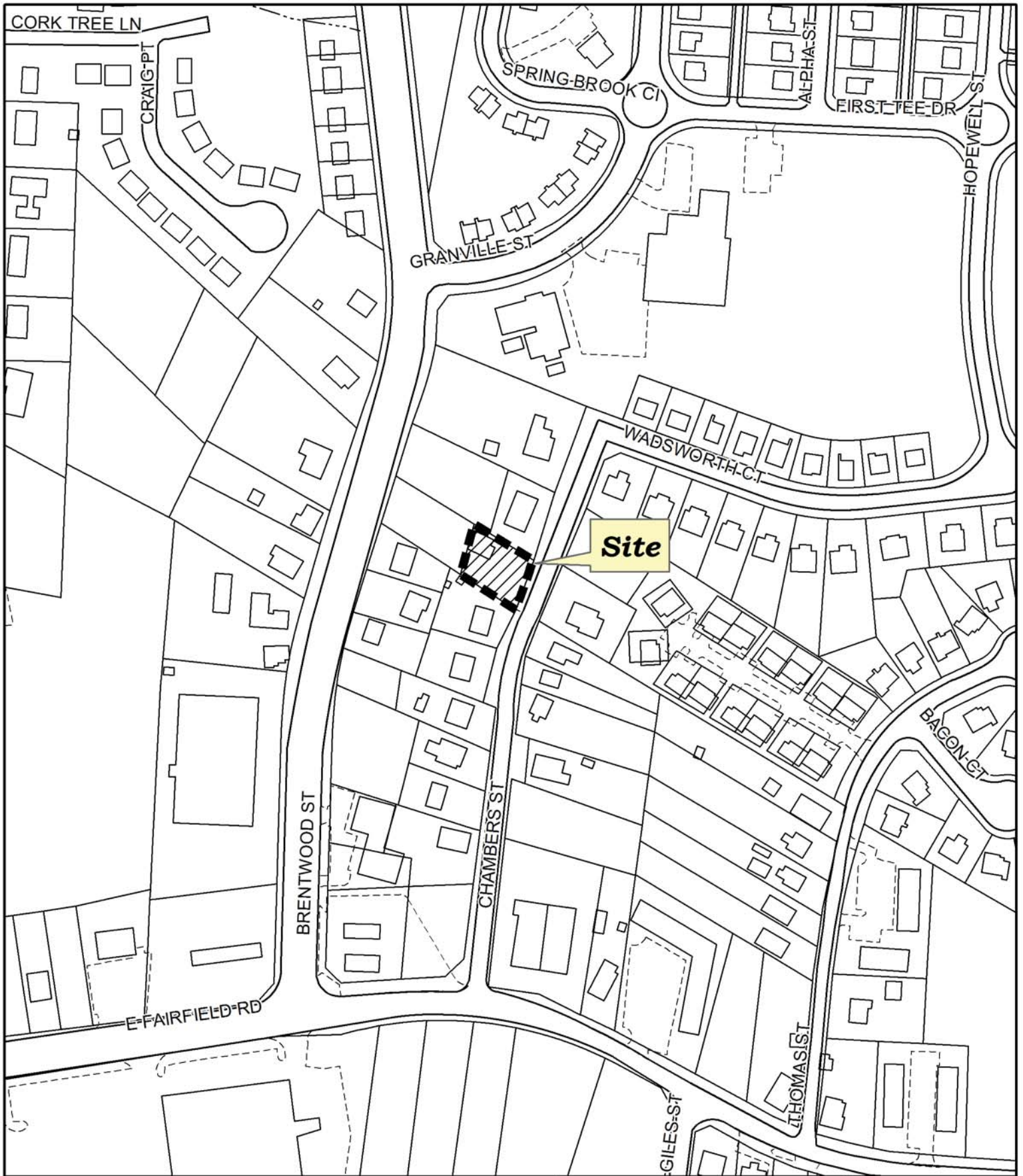
ACTIONS:

None

EXTENSIONS:

ADDITIONAL:

The Hearing Notice that was mailed certified was refused by Catherine & John Brown. The owner's stated via telephone call to the inspector that they thought they had given this property to the City of High Point.



2212 Chambers Street

Ordinance to Demolish



Location of subject property

**Community Development
and Housing**

City of High Point

Date: September 5, 2017



Scale: 1"=200'

G:/Planning/Secure/ba-pz/
Inspections/ord-demo.mxd









FINANCE COMMITTEE

Chaired by Council Member J. Davis

Members: J. Davis, Alexander, C. Davis, and Hill

August 16, 2017 – 4:00 P.M.

3rd FLOOR CONFERENCE ROOM

MINUTES

Present:

Committee Chairman Jim Davis and Committee Members Latimer Alexander, Cynthia Davis, and Alyce Hill

Staff Present:

Randy McCaslin, Deputy City Manager; Eric Olmedo, Budget & Administrative Manager; Lee Tillery, Parks & Recreation Director; Jeff Moore, Director of Financial Services; Bob Martin, Customer Services Director; Gary Smith, Fleet Services Director; JoAnne Carlyle, City Attorney; Sandy Dunbeck, Executive VP HPEDC; Cynthia Smith, Executive Assistant (Lisa Vierling, City Clerk attending the NCAMC Conference)

Others Present:

Judy Stalder, *TREBIC*

News Media:

Pat Kimbrough, *High Point Enterprise*

Chair J. Davis called the meeting to order at 4:00 p.m.

170270

Contract - Purchase of Electric Digger Derrick Truck

Council is requested to approve a contract with Terex Utilities, Inc., in the amount of \$272,020.00 for the purchase of a new Freightliner truck with a Terex Commander 5048 digger derrick body for use by the Electric Utility Department.

Gary Smith, Fleet Services Director, advised the committee that the Electric Department is using a 17-year-old truck that is in need of replacement. The new

replacement truck is very similar to the one they are currently using and meets the department's needs. The price includes equipment, delivery and training.

Committee Member J. Davis moved to forward this matter to the City Council with a favorable recommendation for approval. Committee Member Alexander made a second to the motion. The motion carried by a 4-0 unanimous vote.

170271 Contract - Purchase of Electric Crane Truck

Council is requested to approve a contract with National Auto Fleet Group/72 Hour LLC in the amount of \$297,793.00 for the purchase of a 2018 Freightliner M2 and Crane package for use by the Electric Utility Department.

Gary Smith, Fleet Services Director, advised that the Electric Department is using an 11-year-old model truck and it is not adequate or reliable for the department's current needs. The crane on the old vehicle does not have the ability to pick up and transport the larger, heavier transformers the electric department is now using and this requires the hiring of a contractor. The crane on the new model will be capable of lifting the transformers and placing them on the job sites and a contractor will no longer be needed.

Committee Member J. Davis moved to forward this matter to the City Council with a favorable recommendation for approval. Committee Member Alexander made a second to the motion. The motion carried by a 4-0 unanimous vote.

170272 Contract - Purchase of Knuckleboom Truck

Council is requested to approve a contract with Amick Equipment Company in the amount of \$139,395.50 for the purchase of a new Freightliner with a Petersen TL-3 knuckleboom loader for use by the Environmental Services Division of Public Services.

Gary Smith, Fleet Services Director, advised that the turntable on the current 2008 model vehicle has excessive wear and tear and needs to be replaced. The new vehicle has the same type of crane and is adequate for the department's needs.

Committee Member J. Davis moved to forward this matter to the City Council with a favorable recommendation for approval. Committee Member Alexander made a second to the motion. The motion carried by a 4-0 unanimous vote.

170273 Contract - Construction of Dog Park

Council is requested to approve a contract with Creative Design and Construction in the amount of \$122,629.00 for the construction of a dog park located at Hedgecock Park on West Parris Avenue.

Lee Tillery, Parks & Recreation Director, stated that the City received three bids based on the plan originally drawn up on the construction of a dog park and Creative Design and Constructing was the low bidder.

Committee Member C Davis asked what is the completion date of the dog park. Mr. Tillery stated they were anticipating three to four months.

Mr. Tillery told the committee that approximately \$14,000 was raised by FIDO (Friends Initiative for Dogs Off-leash) and certain amenities, such as pavers, benches, trees and a fountain, were removed from the contract. These will be purchased by the Parks and Recreation Department from the funds raised.

Chairman J Davis asked if we have collected these funds from the group yet. Mr. Tillery confirmed that they have not released the funds to the City at this time.

Committee Member Alexander suggested that a budget ordinance amendment be adopted at the next Council meeting to recognize the receipt of the funds as we need the monies to purchase these items. The FIDO group has been soliciting donations using the City of High Point name and these funds need to be turned over to the City.

Chairman J Davis asked if Assistant City Manager Randy Hemann had worked out a way to transfer the money from FIDO and a way for citizens to contribute to the dog park directly to City. Mr. Tillery stated that they were waiting until a bid was awarded for the dog park before transferring the funds.

Committee Member Alexander stated that contributors were promised that items such as benches and bricks for a pathway would be personalized. The City needs to receive the monies collected and also a list describing what the donations were for and the inscriptions to be placed on them. Serious promises were made and we are doing our part and the FIDO group needs to turn the money over to the City. People are concerned about their contributions.

Chair J Davis asked Lee Tillery if he had been in touch with FIDO to let them know what the City is doing. Mr. Tillery stated that he is staying in contact with the group.

Mr. McCaslin stated that he will get with Randy Hemann and Lee Tillery and bring a budget ordinance amendment to City Council for the Monday, September 18th meeting.

Committee Member J. Davis moved to forward this matter to the City Council with a favorable recommendation for approval. Committee Member C Davis made a second to the motion. The motion carried by a 4-0 unanimous vote.

170274

Resolution - Rental Agreement - E-Z-Go Golf Carts

Council is requested to adopted a Resolution authorizing the City Manager to execute the necessary documents in connection with the rental financing agreement with PNC Equipment Finance LLC for the rental of golf carts for the Municipal Golf Courses.

Jeff Moore, Financial Services Director, advised the Committee that this is the next step in the financing of the golf carts. This was brought before Council in May of this year and at that time Council authorized the one-time extension of the E-Z Go program. This action will allow the City Manager and Financial Services Director to execute the final documents for the financing of the golf carts. At the end of three years the program will be rebid.

Committee Member J. Davis moved to forward this matter to the City Council with a favorable recommendation for approval. Committee Member C Davis made a second to the motion. The motion carried by a 4-0 unanimous vote.

170275

Software Upgrade - Cayenta

Council is requested to approve an upgrade to the Customer Information System (CIS) Cayenta software used for utility billing and collections in the amount of \$218,700.00.

Bob Martin, Customer Service Director, advised that updates are no longer supported in the Cayenta program and this software upgrade will allow for more enhancements, increased speed, and a new service order console. A kick off is planned for January 1, 2018, and we will go live on this version by end of May or June 2018. Winston Salem has already installed their upgrade and Lexington and Gastonia are in the process of their upgrades now. We should be able to eliminate any bugs/glitches after they have completed their installs.

Chair J Davis asked if we are able to track residents moving without paying their bill and then attempting to get service in another family members name. Mr. Martin stated that our representatives are trained to look back into old accounts

and retrieve information. When we receive a lease agreement, they often call the rental agency and gather information on the persons applying for service.

Committee Member Alexander reported that there are communities that offer pre-paid services and asked if we have ability to offer this to customers who have credit challenges. Mr. Martin stated we do not and he is not sure we it would be a good idea to offer this service because no deposit is required.

Council Member C Davis stated that she doesn't like Cayenta and will not support this software upgrade due to the many problems that staff has experienced with this program in the beginning. She felt an upgrade or band aid will not help because it doesn't work.

Mr. Martin responded that this isn't a full-blown rewrite and it will still have the same base and the foundation will be the same. The functionality will be the same and we will not experience the same problems that occurred five years ago, when we went live with the program. To change to a new software program would be an estimated cost of \$2.5 - \$3.5 million.

Committee Member C Davis stated that we were not anticipating any problems to begin with. In the future, there may be things that Cayenta will not be able to do. Services and things are not being done in a timely fashion, and she felt a different program would allow those things to be done better. Currently staff has to manually input these things into the program.

Committee Member J. Davis moved to forward this matter to the City Council with a favorable recommendation for approval. Committee Member Alexander made a second to the motion. The motion carried by a 3-0 vote. Committee Member C Davis voted no on the motion. (Because of the split vote, the item will appear on the Regular Agenda of City Council)

170276**Resolutions - Authorized Signatures for City Depositories**

Council is requested to adopt a series of Resolutions for authorizing depository agreements for those active depository and investment institutions which the City currently conducts deposit, disbursement and/or investment relationships.

Jeff Moore, Financial Services Director, advised this item is a housekeeping matter due to some recent retirements and reorganization of the Financial Services Department. The departments signatory cards have been updated and this requires Council authorization.

Committee Chair J Davis asked if these are the only three banks we currently do transactions with and Mr. Moore replied these are the only financial institutions we currently have as depositories.

Committee Member J. Davis moved to forward this matter to the City Council with a favorable recommendation for approval. Committee Member C Davis made a second to the motion. The motion carried by a 4-0 unanimous vote.

170277

Updating Authorized Signatories for Pre-Audit Certification

Council is requested to authorize the positions and appropriate individuals to be "deputy finance officers" as defined in the statutes to execute a valid preaudit certificate for the encumbering valid obligations of the City of High Point.

Jeff Moore, Financial Services Director, advised the Committee that this item is also a housekeeping matter due to recent retirements and the reorganization of the Financial Services Department.

Committee Member J. Davis moved to forward this matter to the City Council with a favorable recommendation for approval. Committee Member C Davis made a second to the motion. The motion carried by a 4-0 unanimous vote.

170278

Resolution - Interlocal Agreement - Guilford County - Proposed County Animal Shelter

Council is requested to adopt a Resolution authorizing the Mayor to execute a Interlocal Agreement between the City of High Point and the County of Guilford County to provide municipal water and sewer collection infrastructure and services for a proposed county animal shelter site located at 979 and 926-R2 Guilford College Road.

Randy McCaslin, Deputy City Manager, reported that Guilford County approached the City requesting the extension of water and sewer services to a site located off Guilford College Road for a proposed new Animal Shelter. This site is outside our existing city limits and splits our border with the City of Greensboro. Currently there are water and sewer services on the High Point side of this property.

Chairman J Davis asked if they will be paying double rates for the services. Mr. McCaslin stated they would as long as they are outside the city limits. They may at some point ask to be annexed.

Committee Member J. Davis moved to forward this matter to the City Council with a favorable recommendation for approval. Committee Member C Davis made a second to the motion. The motion carried by a 4-0 unanimous vote.

170279 Resolution - Establish Public Hearing Date - Proposed Financing of Downtown Multi-Use Sports and Entertainment Facility

Council is requested to adopt a Resolution calling for a public hearing on Monday, September 18, 2017 at 5:30 p.m. pursuant to NC General Statute 160A-20 for the consideration of financing the Downtown Multi-Use Sports and Entertainment Facility through the issuance of limited obligation bonds.

Jeff Moore, Financial Services Director, stated that this is a formality that begins the authorization process for submittal of an application to the Local Government Commission for the Limited Obligation Bonds (LOB) for the Catalyst Project. Action is to establish a public hearing date of September 18th at 5:30 p.m. There will be a short presentation, followed by comments from the audience.

Chair J. Davis asked if there would be a vote on this matter after the hearing on the 18th. Mr. Moore replied that the action will be to authorize staff to submit the application along with the preliminary Findings of Fact to the LGC.

Chair J. Davis commented that the Guilford County Commissioners have not signed off on this yet and would be meeting on Thursday evening (August 17) to vote on the approval for filing of the TIF bonds.

Mr. McCaslin stated that the meeting tomorrow (August 17) is actually a work session and the Commissioners will be voting on this at their September 7th meeting. Chair J. Davis asked if we shouldn't wait until we know if they are going to approve it or not before we have a public hearing.

Committee Member Hill asked if action is necessary to establish this public hearing date. Mr. McCaslin stated that we are on a tight timeframe and Council will not have another meeting until September 18th.

Chair J. Davis felt this action was premature and asked what happens if the County does give not give approval? Mr. McCaslin reiterated that a public hearing date should be established because of the tight schedule and the need to submit the application to the Local Government Commission.

Committee Member C. Davis stated that she will not support establishing the public hearing. She cited transparency and the fact that citizens have not been engaged in the decision process and it is after the fact.

Chair J. Davis stated that he would like to have the County support before moving ahead with the public hearing.

Committee Member Alexander moved to forward this matter to the City Council with a favorable recommendation for approval. Committee Member

Hill made a second to the motion. The motion carried by a 2-2 vote. Chair J Davis and Committee Member C Davis voted no. (Because of the split vote, this item will appear on the Regular Agenda of City Council)

170280

Public Hearing - EDC Incentives – Superior, LLC

Monday August 21, 2017 at 5:30 is the date and time established to receive public comments on a funding request for performance-based incentives for a company's expansion project at 4161 Piedmont Parkway; and authorize the City Manager to execute all documents.

Sandy Dunbeck, Executive VP of the High Point EDC, reported that this is an existing High Point software developer that is looking to expand and add 80 new positions. They currently have 140 employees. The project is competitive and they are requesting performance based incentives in the amount of \$80,000. The average salary for the proposed new jobs will be approximately \$55,000.00 per year per employee.

Committee Member C. Davis asked if any of these would be temp employees. Ms. Dunbeck stated these will be permanent full-time positions.

Committee Member C. Davis asked if the company will have to create and keep all 80 positions in order to receive the incentives and Ms. Dunbeck stated that once they have added 20 positions, they could apply for partial payment. They would have to meet benchmarks which will be a part of their contract developed by the City Manager, City Attorney, and the Company to receive the incentive payments.

Since this is a scheduled public hearing item for the August 21st City Council meeting, it will be on the Regular Agenda.

There being no further business to come before the Committee, the meeting adjourned at 4:25 p.m. upon motion duly made and seconded.

Respectfully Submitted,

Cynthia Smith, Executive Assistant
(for Lisa Vierling, City Clerk)

Jim Davis, Chair



**MANAGER'S BRIEFING SESSION
HIGH POINT MUNICIPAL BUILDING
August 21, 2017 – 4:00 P.M.
3RD FLOOR LOBBY CONFERENCE ROOM**

Present:

Mayor William S. Bencini, Jr.; Mayor Pro Tem Wagner (Ward 4); and Council Members; Latimer Alexander (At-Large); Cynthia Davis (At-Large); Jeff Golden (Ward 1); Chris Williams (Ward 2), Alyce Hill (Ward 3), Jim Davis (Ward 5); and Jason Ewing (Ward 6) (Joined the meeting at 4:49 p.m.)

Staff Present:

Greg Demko, City Manager; Randy McCaslin, Deputy City Manager; Randy Hemann, Assistant City Manager; JoAnne Carlyle, City Attorney; Lee Burnette, Planning & Development Director; Heidi Galanti, Planning Administrator; Jeff Moore, Director of Financial Services; Maria Smith, Deputy City Clerk; and Lisa Vierling, City Clerk

Others Present:

Judy Stalder, (TREBIC)

News Media:

Pat Kimbrough, *High Point Enterprise*

Greg Demko, City Manager called the meeting to order at 4:30 p.m.

Update on the Downtown Mixed-Use Area Plan

Heidi Galanti, Planning Administrator, gave a brief overview on the Downtown Mixed-Use Area Plan. As she expressed this is an exciting time for High Point because of the opportunity to create a traditional downtown. She advised that the Plan lays out six goals and they are primarily to create the vision to help for future direction and guidance and to provide land use concepts to show potential investors what is anticipated for the area, as well as provide standards for development to give property owners a sense of what they and other property owners will be held to. It also creates a coordinated design covering all aspects of the public realm in the study area to establish a character and brand for this area to be known as the "Downtown Destination Place." The public realm includes everything within the private property lines (streets, sidewalks, street trees, outdoor furniture, on-street parking, lighting, signal poles, bike lanes, etc...). It also assists in conducting advanced infrastructure planning to make new developments, which would be based on the land use concepts that are proposed. It would also create incentives for development which could be in the form of infrastructure or other financial incentives.

She proceeded to review the purpose, goals, recommendations and the implementation.

She specified the purpose of the plan was to conduct a detailed study of the area of the stadium and pointed out that it would encompass a 131-acre area in the vicinity of Westwood, Ray, Wrenn, Oakwood, Lindsay, etc... Ms. Galanti advised the Core City plan that was adopted in 2007 divided an 11-square mile area into districts and recognized the need for the following two districts:

- Market Showrooms District
- Traditional Downtown

Some of the different districts that were identified in the Core City plan were:

- Institutional
- Mixed-Used Downtown
- Mixed-Used Corridor

The Core City plan also identified the need for a catalyst project and on April 3, 2017 the City Council voted to support a multi-purpose stadium.

The goals in the plan are to:

- ✓ Create a vision for the future growth and redevelopment of the area
- ✓ Provide land use concepts that illustrate the desired mixed-use development style
- ✓ Provide standards for private property that protect existing and future investments and support desired development
- ✓ Provide a design for the public realm that creates a sense of place and a destination for residents and visitors to live, work, and play
(i.e. streets, sidewalks, street trees, outdoor furniture, on street parking, lighting, signal poles, bike lanes, etc...)
- ✓ Conduct advanced infrastructure planning to prepare the area for redevelopment
- ✓ Provide incentives and opportunities for private investment

The goals and categories in the plan were identified as follows:

➤ Land use

- 3-5 story buildings
- Mixed-Use
 - Retail
 - Restaurant
 - Residential
 - Office
 - Hotel

(Timeframe- immediate)

➤ Zoning

- Establish an MX-D District
 - Consolidate to one zoning district
 - Parking exempt
 - No new showrooms
- Expand the CB District
 - Better utilization of the land area
 - ❖ Zero setbacks
 - ❖ Parking exempt

(Timeframe- immediate)

- Text Amendments
 - Establish CB district as district for new Market Showrooms
 - Amend cessation of nonconforming standards for Market Showrooms from 2 years to 1 year(Timeframe- immediate)

- Public Infrastructure
 - Stormwater (suggestion to look at a regional solution)
 - Water
 - Sewer

Phase 1 consist of 11.5 acres and includes the stadium (timeframe- immediate).

Phase 2 consist of 6.5 acres of other development (timeframe- 1-2 years).

More detailed studies will be needed for upgrades.

- Incentives
 - Explore policy for retail, restaurants and small businesses – (timeframe- 6 months)

Council Member Alexander inquired about the age of the infrastructure in the area, and Ms. Galanti advised much of the infrastructure is aged and needs to be replaced (some of it has been in the ground close to 100 years). She proceeded to share a map identifying the location, size, and age of the infrastructure. Council Member C. Davis questioned Phase 2 due to construction conflicts and meeting timeframes for the catalyst project.

Council Member C. Davis also inquired about the brownfields because of the gas station on the corner and asked if any others were identified. Ms. Galanti stated there is a section in the plan on brownfields and advised that the plan has been uploaded into OneDrive and is on the Planning Department's website. Randy Hemann, Assistant City Manager, advised they did go to Raleigh to meet with the State regarding the brownfields and the State is amenable to combining them all into one brownfield application. He advised the process has started and the city's Legal Department is assisting.

Ms. Galanti pointed out the three aspects to the public realm are to:

1. Create, name, and brand the area
2. Create a design for the public realm
3. Conduct a traffic analysis to determine street cross sections (timeframe: 6 months)

Some recommendations for the Municipal Service Districts (MSD) are:

- To expand the MSD boundaries in the area to offer additional services for the entire area (timeframe: 12 months) to include all properties in the area
- Offer additional services for the entire area
- Match the MSD boundary with the zoning which will remove the overlap of the two MSDs
- Incentives- explore policy for retail, restaurants and small business (timeframe: 6 months)

Council Member Alexander asked if staff has identified what the non-conforming uses would be in this area and it was noted that only showrooms would be a non-conforming use.

Council Member C. Davis asked what impact the plan would have on property owners and staff replied that there would be no impact because they are taxed based on use and zoning with many of the uses allowed in the district. The big change is the one use that would not be there (new show rooms). Council Member C. Davis stated she was more concerned about the better, best use. Council Member Alexander pointed out

this would make it faster for any developer to come in because it will afford an opportunity for better/higher use.

In closing Ms. Galanti shared the timeline as follows:

- ❖ **April through June** – Physical analysis
- ❖ **July** – Public input
- ❖ **July 31** – Public meeting
- ❖ **August 22** – Planning and Zoning Commission Public Hearing
- ❖ **September 18** – City Council Public Hearing
- ❖ **October** – Begin implementation
- ❖ **October 24** – Planning and Zoning Commission Public Hearing for zoning changes
- ❖ **November 20** – City Council Public Hearing for zoning changes

Prior to adjournment Council Member Alexander encouraged everyone to visit downtown Statesville where they have a lot going on every weekend.

There being no further no further discussion the meeting adjourned at 4:57 p.m.

Respectfully Submitted,

Maria A. Smith
Deputy City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: BSC Holdings, Inc. – Reimbursement Agreement

From: Randy E. McCaslin, Deputy City Manager

Meeting Date: September 18, 2017

Public Hearing: N/A

Advertising Date /

Advertised By:

Attachments: Resolution
Reimbursement Agreement

PURPOSE:

Authorize the City to enter into a reimbursement agreement with BSC Holdings, Inc. for public enterprise improvements that are adjacent or ancillary to a private land development project.

BACKGROUND:

NCGS §160A-499 authorizes the City to enter into reimbursement agreements with private developers and property owners for the design and construction of municipal infrastructure that is included on the City's Capital Improvement Plan and serves the developer or property owners. BSC Holdings, Inc. will develop a 400-unit mixed residential development on an approximately 71-acre tract of land located along the boundaries of Kendale Road, Sandy Ridge Road and Johnson Street. The success of this project requires expansion of infrastructure that is included on the City's Capital Improvement Plan and is in the best interest of the City and BSC to jointly provide related improvements, which will serve not only this project but future development in the area as well.

BUDGET IMPACT:

RECOMMENDATION / ACTION REQUESTED:

Council is requested to adopt the Resolution to authorizing a Reimbursement Agreement with BSC Holdings, Inc. and authorize the appropriate City Staff to execute all documents to execute the same.

**RESOLUTION TO AUTHORIZE A REIMBURSEMENT AGREEMENT WITH
BSC HOLDINGS, INC.**

WHEREAS, NCGS § 160A-499 authorizes the City to enter into reimbursement agreements with private developers and property owners for the design and construction of municipal infrastructure that is included on the City's Capital Improvement Plan and serves the developer or property owner; and

WHEREAS, NCGS § 160A-320 authorizes the City to contract with a developer or property owner, or with a private party under contract with the developer or property owner, for public enterprise improvements that are adjacent or ancillary to a private land development project; and

WHEREAS, pursuant to NCGS §§ 160A-499 and 160A-320, City adopted Title 6, Article E, Section 6-1-101 of the City Ordinances setting forth the authority and procedures and terms under which the City Manager may negotiate reimbursement agreements; and

WHEREAS, BSC Holdings, Inc. ("BSC") will develop a 400-unit mixed residential development on an approximately 71 acre tract of land located along the boundaries of Kendale Road, Sandy Ridge Road, and Johnson Street ("Project"); and

WHEREAS, the success of the Project requires expansion of infrastructure that is included on the City's Capital Improvement Plan and it is in the best interest of the City and BSC to jointly provide related improvements, which will serve not only the Project but future development in the area as well; and

WHEREAS, the cost to the City for these Improvements will not exceed the estimated cost of providing for the municipal infrastructure through either eligible force account qualified labor or through a public contract let pursuant to Article 8, Chapter 143 of the North Carolina General Statutes, or the coordination of separately constructed municipal infrastructure with the associated private development would be impracticable.

NOW, THEREFORE, BE IT RESOLVED: THE CITY COUNCIL OF THE CITY OF HIGH POINT approves the reimbursement agreement with BSC Holdings, Inc. in an amount not to exceed \$358,300 and authorizes the City Manager or his designee to execute the same.

Adopted this the 18th day of September, 2017.

Mayor William S. Bencini, Jr.

ATTEST:

Lisa B. Vierling
City Clerk

NORTH CAROLINA

REIMBURSEMENT AGREEMENT

GUILFORD COUNTY

THIS REIMBURSEMENT AGREEMENT ("Agreement"), entered into this the _____ day of _____, 2017, between the **CITY OF HIGH POINT**, ("City") a North Carolina municipal corporation, located at 211 South Hamilton Street, High Point, North Carolina, 27260, and **BSC HOLDINGS, INC.** ("BSC"), a North Carolina corporation, located at 3929 Tinsley Drive, High Point, North Carolina, 27265.

WITNESSETH:

WHEREAS, NCGS § 160A-499 authorizes the City to enter into reimbursement agreements with private developers and property owners for the design and construction of municipal infrastructure that is included on the City's Capital Improvement Plan and serves the developer or property owner; and

WHEREAS, NCGS § 160A-320 authorizes the City to contract with a developer or property owner, or with a private party under contract with the developer or property owner, for public enterprise improvements that are adjacent or ancillary to a private land development project; and

WHEREAS, pursuant to NCGS §§ 160A-499 and 160A-320, City adopted Title 6, Article E, Section 6-1-101 of the City Ordinances setting forth the authority and procedures and terms under which the City Manager may negotiate reimbursement agreements; and

WHEREAS, BSC plans to develop a 400-unit mixed residential development on an approximately seventy-one (71) acre tract of land located between Johnson Street/Sandy Ridge Road and Kendal Road ("Project"); and

WHEREAS, City and BSC believe it is in their best interests to jointly provide infrastructure including design and construction of a sewer outfall line from an existing 15" sewer outfall line, approximately 3,680 linear feet to a point just inside the Project located on/near Johnson, Sandy Ridge, and Kendall Roads. This new 8" sewer outfall line will be constructed by BSC to be later acquired by the City. These improvements will allow for the development of the remainder of that basin, serve the Project and provide services planned for future development within the City's Capital Improvement Plan ("Improvements"). A survey of the improvements is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, City of High Point Code of Ordinances Title 6, Article E, Section 6-1-101 allows the City to enter into reimbursement agreements with private developers and property owners for the design and construction of municipal infrastructure that is included on the City's capital improvement plan including water mains, sanitary sewer lines, lift stations, stormwater lines, streets, curb and gutter, sidewalks, traffic control devices, greenways, trails, and other associated facilities; and

WHEREAS, on Monday, September 18, 2017, the High Point City Council adopted a Resolution authorizing the City Manager to enter into a reimbursement agreement pursuant to North Carolina General Statutes § 160A-499, § 160A-320 and Title 6, Article E, Section 6-1-101 of the City Ordinances; and

WHEREAS, the cost to the City for these Improvements will not exceed the estimated cost of providing for the municipal infrastructure through either eligible force account qualified labor, or through a public contract let pursuant to Article 8, Chapter 143 of the North Carolina General Statutes, or the coordination of separately constructed municipal infrastructure with the associated private development would be impracticable; and

WHEREAS, BSC shall comply with the requirements of North Carolina General Statutes § 143-129 and § 143-128 et seq. relating to public advertising and bid opening requirements which would be applicable if the construction contract had been awarded by the City; and

WHEREAS, the costs to the City for the Improvements will not exceed the estimated costs of providing for the municipal infrastructure through either eligible force account qualified labor or through a public contract let pursuant to Article 8, Chapter 143 of the North Carolina General Statutes, or the coordination of separately constructed municipal infrastructure with the associated private development would be impractical; and

WHEREAS, the City will review and approve the estimate of BSC's cost to build the proposed Improvements, and will enter into this Agreement upon finding these costs to be reasonable; and

WHEREAS, the Improvements are in the public interest and will benefit the goals of the City in furthering the development of High Point's northern geographical area.

NOW THEREFORE, in consideration of the recitals above and the mutual covenants contained herein by and between each of the parties hereto, it is hereby agreed that:

1. The above recitals are hereby incorporated into this Agreement.
2. BSC agrees to design and have constructed the Improvements in accordance with this Agreement and all ordinances, policies and regulations of the City of High Point and all applicable federal and state laws.
3. The City agrees to reimburse BSC for costs associated with the Improvements in an amount not to exceed \$358,300 upon submission and of invoices detailing expenses.
4. All materials used in the installation of the Improvements shall become and remain property of the City.

5. BSC's obligations to qualify for reimbursement shall be that:
 - a. BSC shall manage, administer and construct the Improvements according to the plans and specifications approved by the City and shall obtain all necessary certifications.
 - b. All work, plans, specifications, and designs related to this Project are subject to review by the City and shall be in a form acceptable to it.
 - c. BSC shall permit the City to inspect and approve the construction of the Project.
 - d. BSC has complied with all City contracting and reporting requirements.
6. The City will reimburse BSC for actual engineering, surveying and stakeout costs, excluding insurance and attorneys fees, for the Improvements in an amount not to exceed \$358,300. Said payment shall be made upon the City's receipt and approval of an invoice submitted to the City by BSC for reimbursement.
7. City agrees any acquisition of easements necessary for the service of the extension will be done by the City.
8. BSC agrees to obtain all necessary permits, licenses, and approvals and to meet all governmental regulatory requirements, environmental and otherwise. BSC agrees to comply with all Federal, State, and local regulations with regards to the Improvements. All permitting costs shall be considered a cost of the Project and as such are reimbursable expenses.
9. BSC agrees to indemnify and hold and save the City, its employees, agents, and representatives harmless from any damage or injury to third persons or property resulting from BSC's acts or omissions or from claims for inverse condemnation as a result of the construction and agrees to indemnify the City against any loss resulting from claims of such damage, injury, or taking including, but not limited to court costs, attorney's fees, and environmental cleanup or damage.
10. BSC is an independent contractor and the City shall not be responsible for BSC's acts or omissions.
11. BSC assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to all employees engaged in the performance of work under this Agreement. In addition, BSC agrees to pay any and all gross receipts, compensation, transaction, sales, use, or other taxes and assessments of whatever nature and kind levied or assessed as a consequence of the work performed or on the compensation paid under this Agreement.
12. During the performance of the services under this Agreement, BSC and its contractors and engineers shall maintain the following insurance, to the extent applicable:

- a. General Liability Insurance, including but not limited to coverage for all premises and non-premises operations, independent contractors, broad form property damage coverage, including explosion, collapse and underground property damage hazards, personal injury liability protection including coverage relating to employment of persons, contractual liability protection, and products and completed operations coverage. This insurance shall provide bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 in the aggregate, and with property damage limits of not less than \$500,000 for each occurrence and not less than \$500,000 in the aggregate.
- b. Automobile Liability Insurance, covering owned, non-owned, hired vehicles and trailers using in connection with this Project. This insurance shall provide bodily injury and property damages limits of not less than \$1,000,000 combined single limit/aggregate.
- c. Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$100,000 for each occurrence. In case any work is subcontracted under this Agreement, BSC shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work.

BSC shall furnish certificates of insurance for all of the insurance coverages described herein within ten (10) days after this Agreement is executed and certified copies of any amendments and/or renewals to the policies which occur thereafter. At least thirty (30) days written notice shall be given to the City prior to any cancellation, modification or non-renewal of any insurance required under this Agreement.

All Project contractors, including BSC, performing work subject to reimbursement hereunder shall be required to include the City and BSC as additional insureds on their General Liability insurance policies.

13. The commitment of the City of High Point to expend the described funds on the Improvements is based on the factors recited herein by which the Project will provide a public benefit to the City and its citizens.
14. This Agreement shall be binding on the assignees and successors in interest of the parties hereto.
15. Alterations, deletions, and/or additions to the terms and conditions of this Agreement may only be made by the mutual written consent of the parties.
16. Should BSC fail to comply with the terms of this Agreement, BSC, upon actual or constructive notice of the default, shall have thirty (30) days to remedy the default. Should BSC fail to remedy the default, the Agreement may be terminated by the City immediately upon the expiration of the thirty (30) days provided the City shall reimburse

BSC for the value of the partial completion of the Improvements. Furthermore, this Agreement may be terminated by mutual consent of both parties.

17. Should any part of this Agreement be declared unenforceable, all remaining sections remain in force.
18. This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of North Carolina. Venue for any legal action resulting from this Agreement shall lie in Guilford County.
19. This Agreement is intended by the parties hereto to be the final expression of their agreements regarding the matters addressed in this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.
20. BSC 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. Consultant 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.
21. BSC shall not discriminate against any member of the public in the use of City facilities or in the delivery of City programs, services or activities on the basis of sex, race, gender, color, ethnicity, national origin, age, familial status, marital status, military status, political affiliation, religion, physical or mental disability, genetic information, sexual orientation, gender expression, or gender identity.
22. All notices and other communications pursuant to this Agreement shall be in writing and shall be delivered by hand, fax or mail as follows:

To BSC Holdings, Inc.
Barry Siegal, President
3929 Tinsley Drive, Suite 104
High Point, NC 27265

To the City
City Manager's Office
City of High Point
211 South Hamilton Street
P.O. Box 230
High Point, NC 27261

IN WITNESS WHEREOF, CITY and BSC have executed this Agreement as of the day and year first above written.

ATTEST:

BSC HOLDINGS, INC.

Title: _____

Barry Siegal, President

ATTEST:

CITY OF HIGH POINT

City Clerk

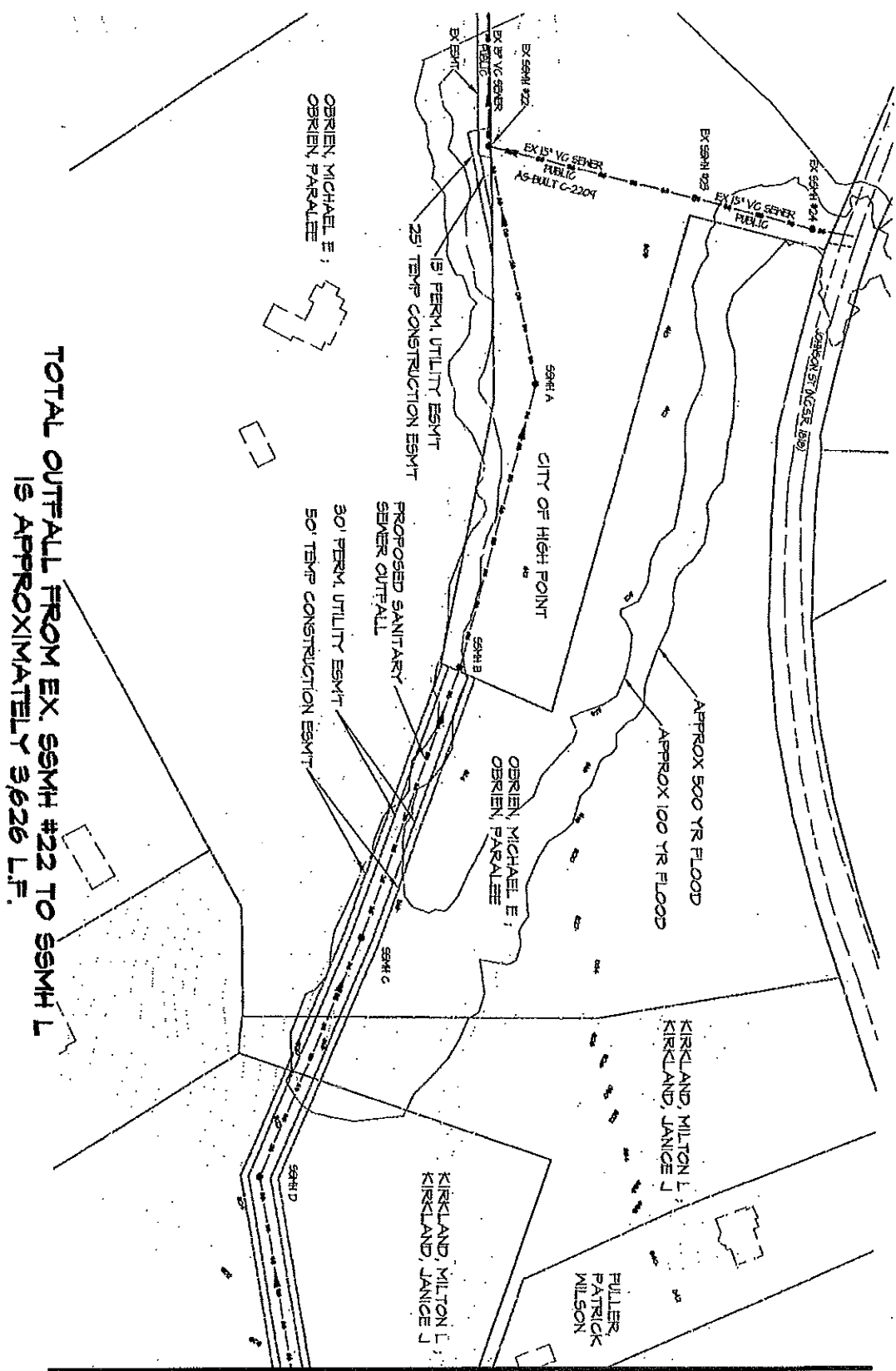
Randy McCaslin, Deputy City Manager

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

Finance Officer

Approved as to form:

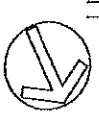
City Attorney



TOTAL OUTFALL FROM EX. 55MH #22 TO 55MH L
IS APPROXIMATELY 3,626 L.F.

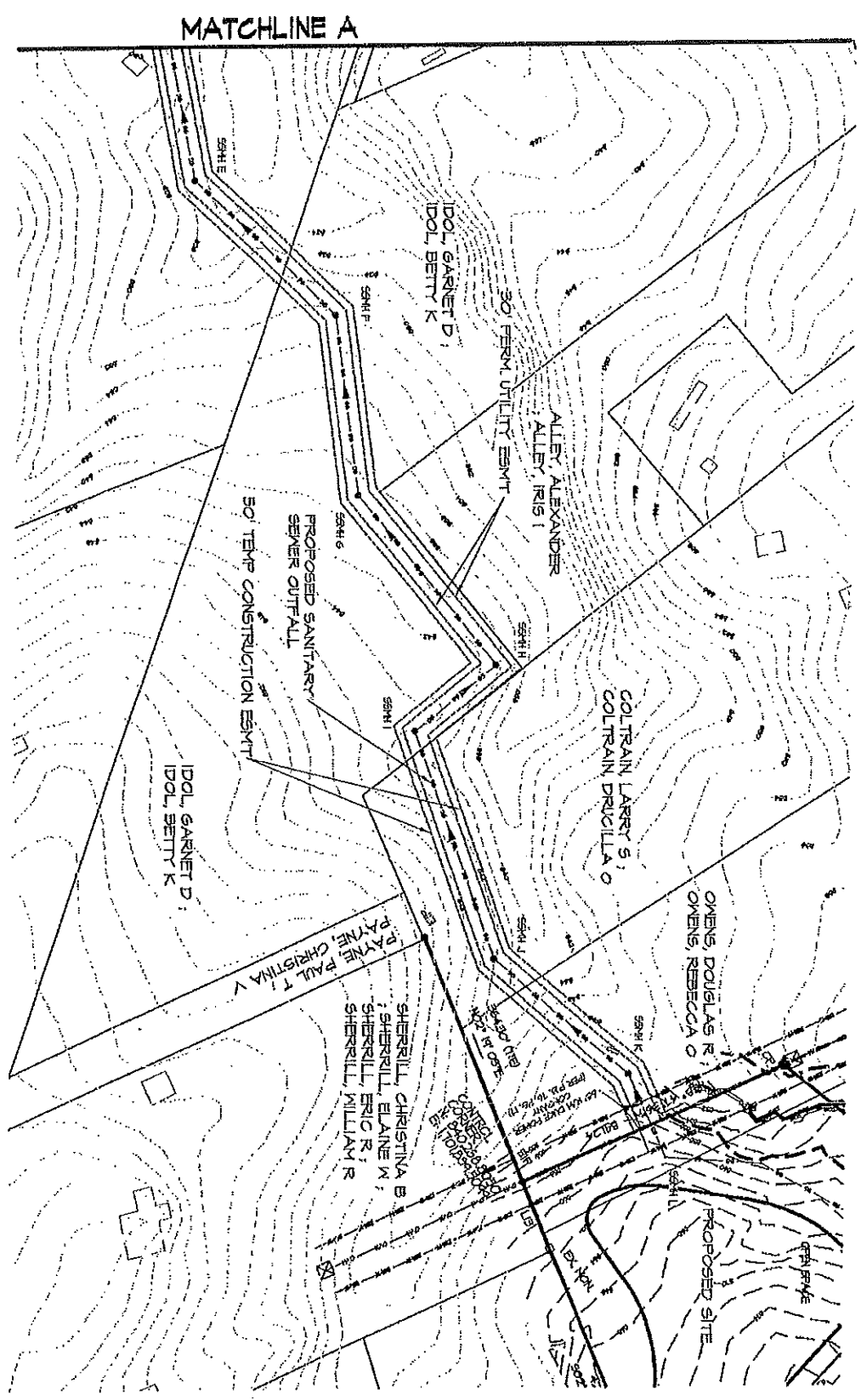
GP ENGINEERING AND SURVEYING, INC.
LAND DEVELOPMENT CONSULTING
CORPORATE LICENSE NUMBER C-1375
4400 TYNING STREET
HIGH POINT, NORTH CAROLINA 27265
PHONE: (336) 812-8800 ~ FAX: (336) 812-8780

SANDY RIDGE, JOHNSON ST, & KENDALE ST
SANITARY SEWER OUTFALL EXHIBIT
HIGH POINT, NC
SCALE: 1"=200'
DATE: 8-17-2017
SHEET 1 OF 2



ENGINEERING AND SURVEYING, INC.
 LAND DEVELOPMENT CONSULTING
 CORPORATE LICENSE NUMBER C-1375
 4400 TYNNE STREET
 HIGH POINT, NORTH CAROLINA 27265
 PHONE: (336) 812-8800 ~ FAX: (336) 812-8780

SANDY RIDGE, JOHNSON ST, & KENDALE ST
 SANITARY SEWER OUTFALL EXHIBIT
 HIGH POINT, NC
 SCALE: 1"=200'
 DATE: 8-17-2017
 SHEET 2 OF 2



NORTH CAROLINA

REIMBURSEMENT AGREEMENT

GUILFORD COUNTY

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WITNESSETH:

WHEREAS, NCGS § 160A-499 authorizes the City to enter into reimbursement agreements with private developers and property owners for the design and construction of municipal infrastructure that is included on the City's Capital Improvement Plan and serves the developer or property owner; and

WHEREAS, NCGS § 160A-320 authorizes the City to contract with a developer or property owner, or with a private party under contract with the developer or property owner, for public enterprise improvements that are adjacent or ancillary to a private land development project; and

WHEREAS, pursuant to NCGS §§ 160A-499 and 160A-320, City adopted Title 6, Article E, Section 6-1-101 of the City Ordinances setting forth the authority and procedures and terms under which the City Manager may negotiate reimbursement agreements; and

WHEREAS, BSC plans to develop a 400-unit mixed residential development on an approximately seventy-one (71) acre tract of land located between Johnson Street/Sandy Ridge Road and Kendal Road ("Project"); and

WHEREAS, City and BSC believe it is in their best interests to jointly provide infrastructure including design and construction of a sewer outfall line from an existing 15" sewer outfall line, approximately 3,680 linear feet to a point just inside the Project located on/near Johnson, Sandy Ridge, and Kendall Roads. This new 8" sewer outfall line will be constructed by BSC to be later acquired by the City. These improvements will allow for the development of the remainder of that basin, serve the Project and provide services planned for future development within the City's Capital Improvement Plan ("Improvements"). A survey of the improvements is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, City of High Point Code of Ordinances Title 6, Article E, Section 6-1-101 allows the City to enter into reimbursement agreements with private developers and property owners for the design and construction of municipal infrastructure that is included on the City's capital improvement plan including water mains, sanitary sewer lines, lift stations, stormwater lines, streets, curb and gutter, sidewalks, traffic control devices, greenways, trails, and other associated facilities; and

WHEREAS, on Monday, September 18, 2017, the High Point City Council adopted a Resolution authorizing the City Manager to enter into a reimbursement agreement pursuant to North Carolina General Statutes § 160A-499, § 160A-320 and Title 6, Article E, Section 6-1-101 of the City Ordinances; and

WHEREAS, the cost to the City for these Improvements will not exceed the estimated cost of providing for the municipal infrastructure through either eligible force account qualified labor, or through a public contract let pursuant to Article 8, Chapter 143 of the North Carolina General Statutes, or the coordination of separately constructed municipal infrastructure with the associated private development would be impracticable; and

WHEREAS, BSC shall comply with the requirements of North Carolina General Statutes § 143-129 and § 143-128 et seq. relating to public advertising and bid opening requirements which would be applicable if the construction contract had been awarded by the City; and

WHEREAS, the costs to the City for the Improvements will not exceed the estimated costs of providing for the municipal infrastructure through either eligible force account qualified labor or through a public contract let pursuant to Article 8, Chapter 143 of the North Carolina General Statutes, or the coordination of separately constructed municipal infrastructure with the associated private development would be impractical; and

WHEREAS, the City will review and approve the estimate of BSC's cost to build the proposed Improvements, and will enter into this Agreement upon finding these costs to be reasonable; and

WHEREAS, the Improvements are in the public interest and will benefit the goals of the City in furthering the development of High Point's northern geographical area.

NOW THEREFORE, in consideration of the recitals above and the mutual covenants contained herein by and between each of the parties hereto, it is hereby agreed that:

1. The above recitals are hereby incorporated into this Agreement.
2. BSC agrees to design and have constructed the Improvements in accordance with this Agreement and all ordinances, policies and regulations of the City of High Point and all applicable federal and state laws.
3. The City agrees to reimburse BSC for costs associated with the Improvements in an amount not to exceed \$358,300 upon submission and of invoices detailing expenses.
4. All materials used in the installation of the Improvements shall become and remain property of the City.

5. BSC's obligations to qualify for reimbursement shall be that:
 - a. BSC shall manage, administer and construct the Improvements according to the plans and specifications approved by the City and shall obtain all necessary certifications.
 - b. All work, plans, specifications, and designs related to this Project are subject to review by the City and shall be in a form acceptable to it.
 - c. BSC shall permit the City to inspect and approve the construction of the Project.
 - d. BSC has complied with all City contracting and reporting requirements.
6. The City will reimburse BSC for actual engineering, surveying and stakeout costs, excluding insurance and attorneys fees, for the Improvements in an amount not to exceed \$358,300. Said payment shall be made upon the City's receipt and approval of an invoice submitted to the City by BSC for reimbursement.
7. City agrees any acquisition of easements necessary for the service of the extension will be done by the City.
8. BSC agrees to obtain all necessary permits, licenses, and approvals and to meet all governmental regulatory requirements, environmental and otherwise. BSC agrees to comply with all Federal, State, and local regulations with regards to the Improvements. All permitting costs shall be considered a cost of the Project and as such are reimbursable expenses.
9. BSC agrees to indemnify and hold and save the City, its employees, agents, and representatives harmless from any damage or injury to third persons or property resulting from BSC's acts or omissions or from claims for inverse condemnation as a result of the construction and agrees to indemnify the City against any loss resulting from claims of such damage, injury, or taking including, but not limited to court costs, attorney's fees, and environmental cleanup or damage.
10. BSC is an independent contractor and the City shall not be responsible for BSC's acts or omissions.
11. BSC assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to all employees engaged in the performance of work under this Agreement. In addition, BSC agrees to pay any and all gross receipts, compensation, transaction, sales, use, or other taxes and assessments of whatever nature and kind levied or assessed as a consequence of the work performed or on the compensation paid under this Agreement.
12. During the performance of the services under this Agreement, BSC and its contractors and engineers shall maintain the following insurance, to the extent applicable:

- a. General Liability Insurance, including but not limited to coverage for all premises and non-premises operations, independent contractors, broad form property damage coverage, including explosion, collapse and underground property damage hazards, personal injury liability protection including coverage relating to employment of persons, contractual liability protection, and products and completed operations coverage. This insurance shall provide bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 in the aggregate, and with property damage limits of not less than \$500,000 for each occurrence and not less than \$500,000 in the aggregate.
- b. Automobile Liability Insurance, covering owned, non-owned, hired vehicles and trailers using in connection with this Project. This insurance shall provide bodily injury and property damages limits of not less than \$1,000,000 combined single limit/aggregate.
- c. Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$100,000 for each occurrence. In case any work is subcontracted under this Agreement, BSC shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work.

BSC shall furnish certificates of insurance for all of the insurance coverages described herein within ten (10) days after this Agreement is executed and certified copies of any amendments and/or renewals to the policies which occur thereafter. At least thirty (30) days written notice shall be given to the City prior to any cancellation, modification or non-renewal of any insurance required under this Agreement.

All Project contractors, including BSC, performing work subject to reimbursement hereunder shall be required to include the City and BSC as additional insureds on their General Liability insurance policies.

13. The commitment of the City of High Point to expend the described funds on the Improvements is based on the factors recited herein by which the Project will provide a public benefit to the City and its citizens.
14. This Agreement shall be binding on the assignees and successors in interest of the parties hereto.
15. Alterations, deletions, and/or additions to the terms and conditions of this Agreement may only be made by the mutual written consent of the parties.
16. Should BSC fail to comply with the terms of this Agreement, BSC, upon actual or constructive notice of the default, shall have thirty (30) days to remedy the default. Should BSC fail to remedy the default, the Agreement may be terminated by the City immediately upon the expiration of the thirty (30) days provided the City shall reimburse

BSC for the value of the partial completion of the Improvements. Furthermore, this Agreement may be terminated by mutual consent of both parties.

17. Should any part of this Agreement be declared unenforceable, all remaining sections remain in force.
18. This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of North Carolina. Venue for any legal action resulting from this Agreement shall lie in Guilford County.
19. This Agreement is intended by the parties hereto to be the final expression of their agreements regarding the matters addressed in this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.
20. BSC 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. Consultant 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.
21. BSC shall not discriminate against any member of the public in the use of City facilities or in the delivery of City programs, services or activities on the basis of sex, race, gender, color, ethnicity, national origin, age, familial status, marital status, military status, political affiliation, religion, physical or mental disability, genetic information, sexual orientation, gender expression, or gender identity.
22. All notices and other communications pursuant to this Agreement shall be in writing and shall be delivered by hand, fax or mail as follows:

To BSC Holdings, Inc.
Barry Siegal, President
3929 Tinsley Drive, Suite 104
High Point, NC 27265

To the City
City Manager's Office
City of High Point
211 South Hamilton Street
P.O. Box 230
High Point, NC 27261

IN WITNESS WHEREOF, CITY and BSC have executed this Agreement as of the day and year first above written.

ATTEST:

BSC HOLDINGS, INC.

Title: _____

Barry Siegal, President

ATTEST:

CITY OF HIGH POINT

City Clerk

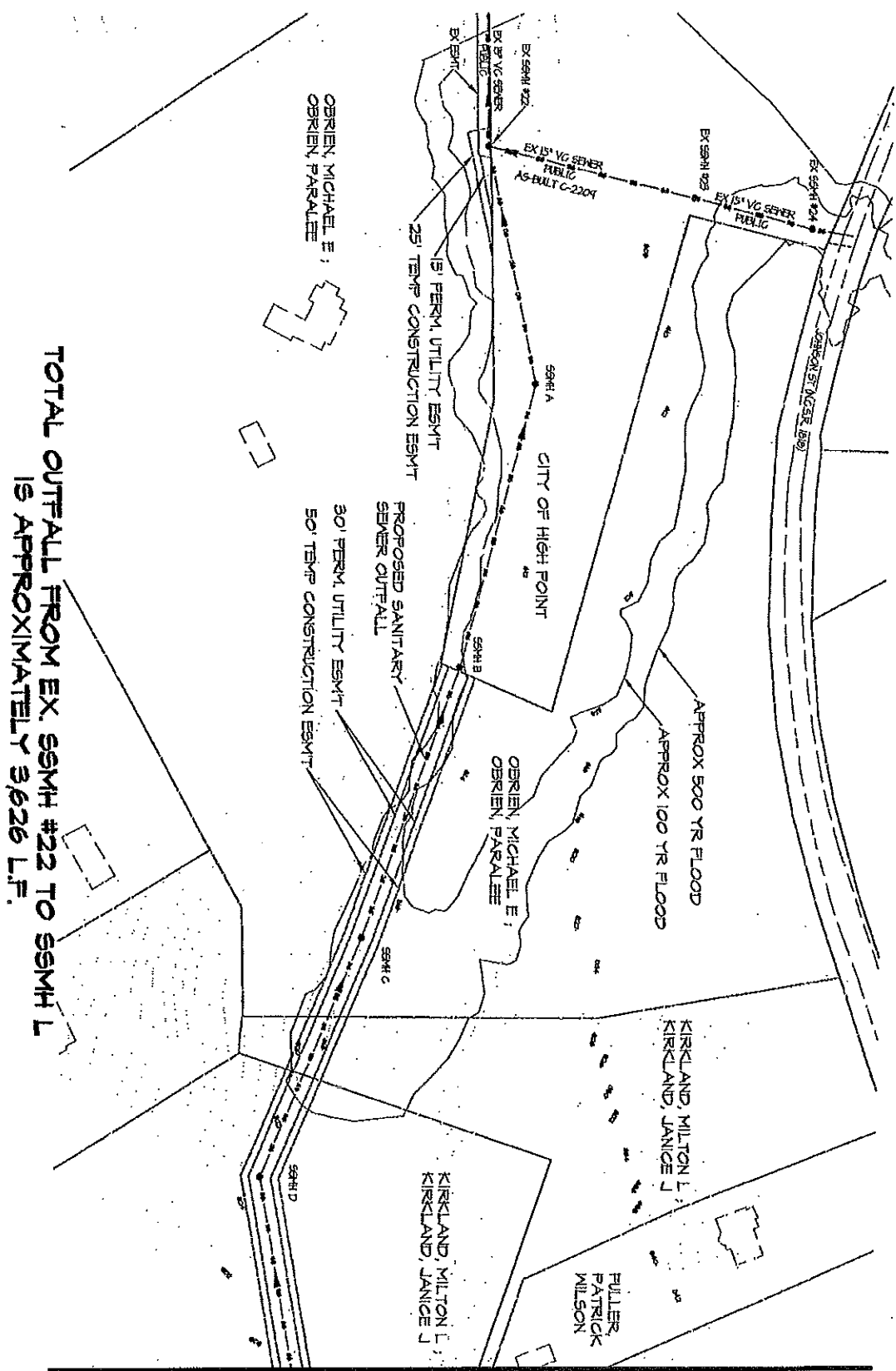
Randy McCaslin, Deputy City Manager

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

Finance Officer

Approved as to form:

City Attorney



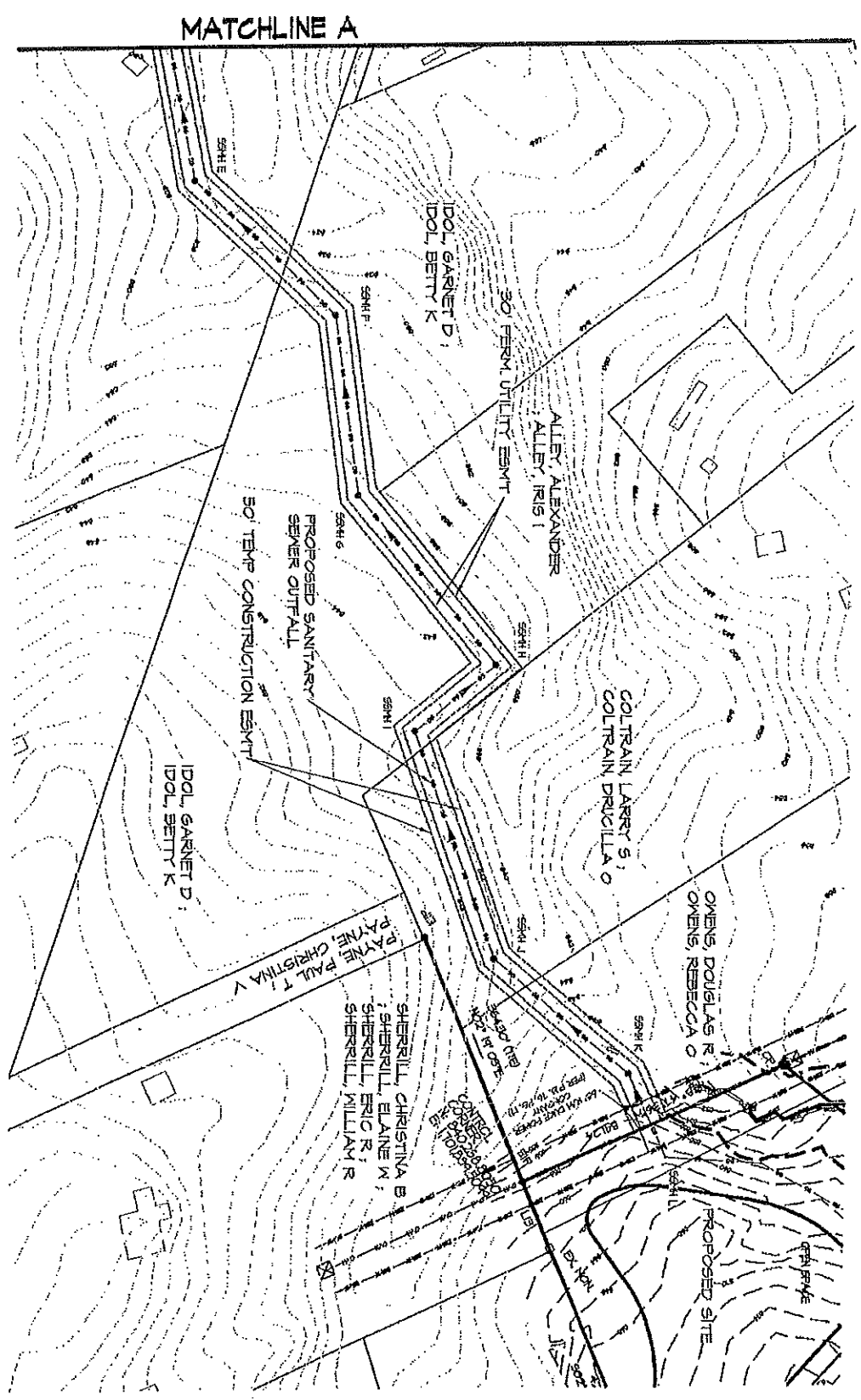
TOTAL OUTFALL FROM EX. SSMH #22 TO SSMH L
IS APPROXIMATELY 3,626 L.F.

ENGINEERING AND SURVEYING, INC.
LAND DEVELOPMENT CONSULTING
CORPORATE LICENSE NUMBER C-1375
4400 TYNNE STREET
HIGH POINT, NORTH CAROLINA 27265
PHONE: (336) 812-8800 ~ FAX: (336) 812-8780

SANDY RIDGE, JOHNSON ST, & KENDALE ST
SANITARY SEWER OUTFALL EXHIBIT
HIGH POINT, NC
SCALE: 1"=200'
DATE: 8-17-2017
SHEET 1 OF 2

ENGINEERING AND SURVEYING, INC.
 LAND DEVELOPMENT CONSULTING
 CORPORATE LICENSE NUMBER C-1375
 4400 TYNNE STREET
 HIGH POINT, NORTH CAROLINA 27265
 PHONE: (336) 812-8800 ~ FAX: (336) 812-8780

SANDY RIDGE, JOHNSON ST, & KENDALE ST
SANITARY SEWER OUTFALL EXHIBIT
 HIGH POINT, NC
 SCALE: 1"=200'
 DATE: 8-17-2017
SHEET 2 OF 2



CITY OF HIGH POINT AGENDA ITEM



Title: Boom Mower

From: Gary Smith, Fleet Director

Public Hearing: N/A

Attachments: Formal Bid Recommendation

Meeting Date: September 18, 2017

Advertising Date / N/A

Advertised By: N/A

PURPOSE:

The Streets Division of Public Services has a 2006 John Deere boom mower in need of replacement due to age and increasing maintenance costs. Using the North Carolina Sheriffs' Association Contract 18-02-0428 a 2017 MowerMax boom mower is being recommended for council approval.

BACKGROUND:

The Streets Division is currently using a 2006 John Deere boom mower with over 5,675 hours. The existing John Deere boom mower is eleven years old and maintenance costs have steadily increased over the past couple of years. These mowers are used primarily for roadway maintenance. The MowerMax boom mower is designed specifically for roadway maintenance and will meet their needs. The price of \$175,277 for the boom mower, training, and delivery. The estimated delivery is 60-90 days.

BUDGET IMPACT:

Funds are available in 2017-18 budget

RECOMMENDATION / ACTION REQUESTED:

The Fleet Services Department recommends purchasing a 2017 MowerMax boom mower from Public Works Equipment & Supply. Recommendation also includes declaring the old boom mower as surplus and disposing through the online auction process.





**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: **Fleet Services**

COUNCIL AGENDA DATE: **September 18, 2017**

BID NO.: **NC Sheriffs' Association** CONTRACT NO.: **18-02-0428** DATE OPENED:

DESCRIPTION:
2017 MowerMax Boom Mower

PURPOSE:
The Streets Division is currently using a 2006 John Deere boom mower with over 5,675 hours. The existing John Deere boom mower is eleven years old and maintenance costs have steadily increased over the past couple of years. These mowers are used primarily for roadway maintenance .

COMMENTS:
The price of \$175,277 is for the boom mower, training, and delivery. The estimated delivery is 60-90 days.

RECOMMEND AWARD TO: **Public Works Equipment & Supply Inc.** AMOUNT: **\$ 175,277**

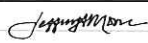
JUSTIFICATION:
Using this bid allows the City of High Point to take advantage of the volume discount offered through the NC Sheriffs' Association contract

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			\$ 175,277
TOTAL BUDGETED AMOUNT				\$ 175,277

DEPARTMENT HEAD: **Gary L. Smith** Digitally signed by Gary L. Smith
DN: cn=Gary L. Smith, o=City of High Point, ou=Fleet Services, email=gary.smith@highpointnc.gov, c=US
Date: 2017.08.29 10:24:33 -0400 DATE: **Aug 29, 2017**

The Purchasing Division concurs with recommendation submitted by the **Fleet Services** and recommends award to the lowest responsible, responsive bidder **Public Works Eq & Suppl** in the amount of \$ **175,277.00**.

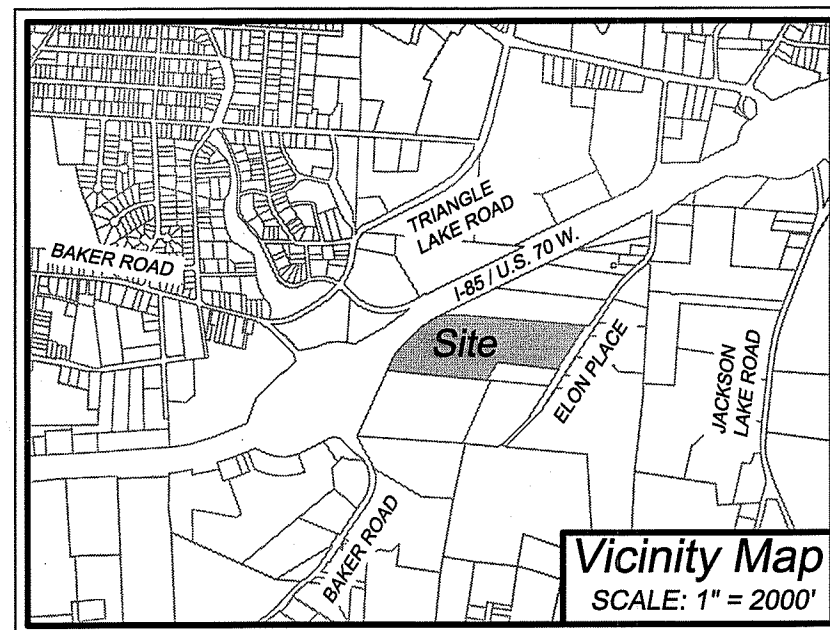
PURCHASING MANAGER: **Erik Conti** Digitally signed by Erik Conti
DN: cn=Erik Conti, o, ou,
email=erik.conti@highpointnc.gov, c=US
Date: 2017.08.30 10:53:11 -0400 DATE: **Aug 30, 2017**

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR:  Digitally signed by Jeffrey A. Moore
DN: cn=Jeffrey A. Moore, o=City of High Point, NC,
ou=Financial Services Director,
email=jaffmoor@highpointnc.gov, c=US
Date: 2017.09.07 15:38:40Z DATE: **Sep 7, 2017**

CITY MANAGER: **Greg Demko** Digitally signed by Greg Demko
DN: cn=Greg Demko, o=High Point, ou=High Point,
email=greg.demko@highpointnc.gov, c=US
Date: 2017.09.11 09:31:00 -0400 DATE: **Sep 11, 2017**

Pick up City of High Point

Plat Book 195 Pg. 53



MISCELLANEOUS NOTES

NO USGS MONUMENTATION WITHIN 2000' OF SITE. GRID POSITIONS WERE DETERMINED USING A TRIMBLE 5800 GNSS GPS RECEIVER UTILIZING THE NORTH CAROLINA GEODETIC SURVEY VRS NETWORK. ALL COORDINATES AND BEARING SHOWN ARE BASED ON NAD 83/2011.

NO TITLE EXAMINATION WAS PROVIDED TO THE SURVEYOR IN THE PREPARATION OF THIS MAP. THE PROPERTY SHOWN IS SUBJECT TO EASEMENTS, RIGHTS OF WAY OR RESTRICTION EITHER RECORDED OR IMPLIED.

TITLE AND EASEMENT REFERENCES SHOWN WERE TAKEN FROM AN ALTA/NSPS SURVEY PREPARED BY SURVEYING SOLUTIONS (DWAYNE R. KROEZE, PLS) AND DATED 1/27/2017.

AREAS COMPUTED USING COORDINATE GEOMETRY.

IRON REBARS AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.

DEED REFERENCE: AS SHOWN.

ALL ADJOINER PROPERTY OWNER INFORMATION IS TAKEN FROM CURRENT DEEDS AND TAX RECORDS AND ARE CONSIDERED "NOW OR FORMERLY".

RAW ERROR OF CLOSURE: 1:10,000+. BOUNDARY TRAVERSE WAS ADJUSTED USING THE LEAST SQUARES METHOD.

OTHER UNDERGROUND UTILITIES MAY EXIST BUT THEIR LOCATIONS ARE NOT KNOWN.

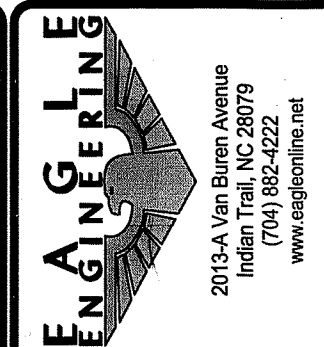
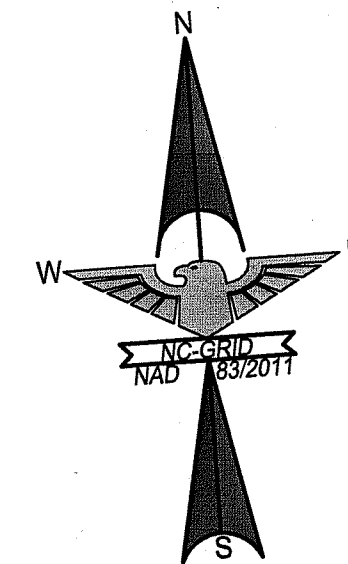
THAT THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET; FOR THE PURPOSES OF THIS SUBSECTION, AN "EXISTING PARCEL" OR "EXISTING EASEMENT" IS AN AREA OF LAND DESCRIBED IN A SINGLE, LEGAL DESCRIPTION OR LEGALLY RECORDED SUBDIVISION THAT HAS BEEN OR MAY BE LEGALLY CONVEYED TO A NEW OWNER BY DEED IN ITS EXISTING CONFIGURATION.

ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES.

A PORTION OF THE PROPERTY SHOWN HEREON IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON F.E.M.A. FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 370113-7810-J EFFECTIVE DATE: JUNE 18, 2007.

ZONING INFORMATION

ACCORDING TO THE CITY OF HIGH POINT GEOGRAPHIC INFORMATION SYSTEM (GIS) ZONING MAP, THE SUBJECT PROPERTY IS ZONED "LI" BECAUSE THERE MAY BE A NEED FOR INTERPRETATION OF THE APPLICABLE ZONING CODES, WE REFER YOU TO THE CITY OF HIGH POINT FOR ADDITIONAL INFORMATION.



2013-A Van Buren Avenue
Indian Trail, NC 28079
(704) 882-4222
www.eagleonline.net

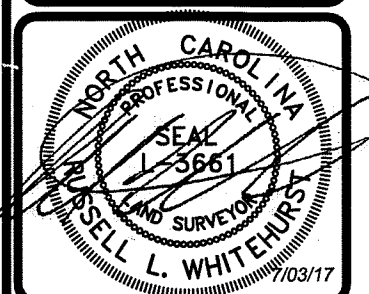
REVISION
BY
DATE
NO.

THE WASTE INDUSTRIES, LLC
PROPERTY
JAMESTOWN TWPSC, GUILFORD CO., N.C.

FOR THE BENEFIT OF:
WASTE INDUSTRIES, LLC
3301 BENSON DR. SUITE 601
RALEIGH, N.C. 27609
PHONE: 800-947-9846

ANNEXATION MAP
TAX PIN: 7810-93-1006
19.862 ACRES

Drawn By: DOG
Approved By: RLW
Date: 7/03/17
Location: X:\Land Projects
Scale: 1" = 120'
EEL Project 6036

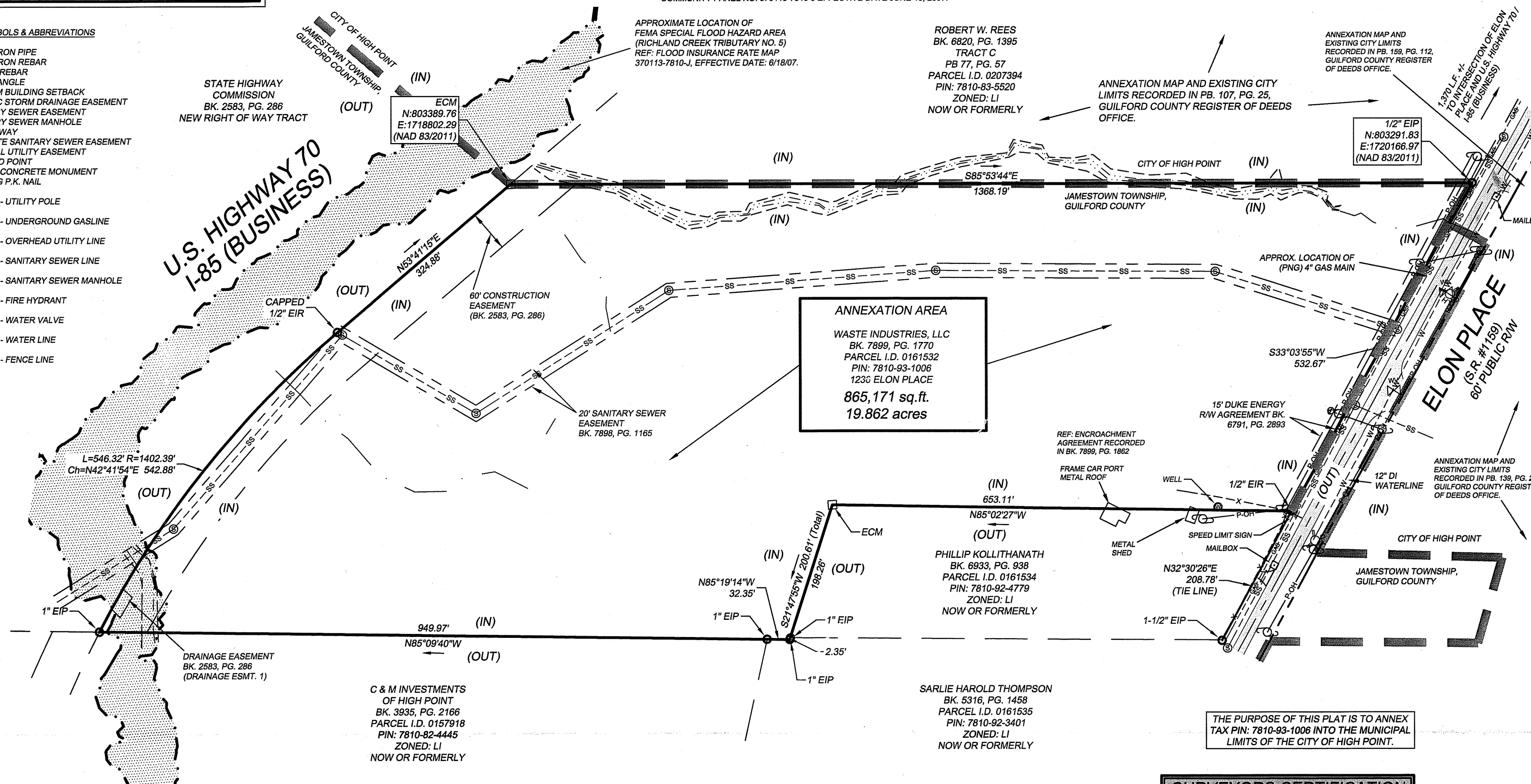


1 of 1

LEGEND OF SYMBOLS & ABBREVIATIONS

EIP - EXISTING IRON PIPE
EIR - EXISTING IRON REBAR
NIR - NEW IRON REBAR
S.T. - SIGHT TRIANGLE
M.B.S. - MINIMUM BUILDING SETBACK
P.S.D.E. - PUBLIC STORM DRAINAGE EASEMENT
S.S.E. - SANITARY SEWER EASEMENT
SSMH - SANITARY SEWER MANHOLE
R/W - RIGHT OF WAY
P.S.S.E. - PRIVATE SANITARY SEWER EASEMENT
G.U.E. - GENERAL UTILITY EASEMENT
C.P. - COMPUTED POINT
ECM - EXISTING CONCRETE MONUMENT
E.P.K. - EXISTING P.K. NAIL

UTILITY POLE
GAS - UNDERGROUND GASLINE
P.OH - OVERHEAD UTILITY LINE
SS - SANITARY SEWER LINE
SSMH - SANITARY SEWER MANHOLE
FIRE HYDRANT
WV - WATER VALVE
W - WATER LINE
FENCE LINE



BK: P 195
PG: 53-53
RECORDED:
09-25-2017
10:34:04 AM
BY: MARY MORGAN
DEPUTY-HP

2017053929
GUILFORD COUNTY, NC
JEFF L. THIGPEN
REGISTER OF DEEDS

NC FEE \$21.00

SURVEYORS CERTIFICATION

STATE OF NORTH CAROLINA
UNION COUNTY

I, RUSSELL L. WHITEHURST, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK SEE NOTES, PAGE SEE NOTES, ETC.) (OTHER); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK SEE NOTES, PAGE SEE NOTES; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1:20,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, AND THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET. FOR THE PURPOSES OF THIS SUBSECTION, AN "EXISTING PARCEL" OR "EXISTING EASEMENT" IS AN AREA OF LAND DESCRIBED IN A SINGLE, LEGAL DESCRIPTION OR LEGALLY RECORDED SUBDIVISION THAT HAS BEEN OR MAY BE LEGALLY CONVEYED TO A NEW OWNER BY DEED IN ITS EXISTING CONFIGURATION.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL

THIS 3rd DAY OF JULY, 2017

RUSSELL L. WHITEHURST
PROFESSIONAL LAND SURVEYOR
NO. L-3861

STATEMENT THAT NO APPROVAL IS REQUIRED BY NCDOT DIVISION OF HIGHWAYS

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

CITY COUNCIL ANNEXATION APPROVAL

THE ANNEXATION ORDINANCE FOR THIS PROPERTY WAS APPROVED BY HIGH POINT CITY COUNCIL ON SEPT. 18, 2017 WITH THE EFFECTIVE

DATE OF ANNEXATION BEING SEPT. 18, 2017 AND THE

FOLLOWING ORDINANCE NUMBER 7333/17-25

SIGNED Willie S. Boyer
MAYOR

- 4,808 TOTAL LINEAR FEET OF BOUNDARY TO BE ANNEXED
- 1,368.19 TOTAL LINEAR FEET OF BOUNDARY CONTIGUOUS WITH THE CITY OF HIGH POINT MUNICIPAL LIMITS
- TOTAL AREA TO BE ANNEXED: 19.862 ACRES

GRAPHIC SCALE

0 120' 240'

(IN FEET)

1 inch = 120 ft.

COUNTY OF GUILFORD

STATE OF NORTH CAROLINA

**UTILITIES AND INTERSECTION
IMPROVEMENT AGREEMENT**

THIS UTILITIES AND INTERSECTION IMPROVEMENT AGREEMENT ("Agreement") is entered into this 18 day of September, 2017, by and between the **CITY OF HIGH POINT**, a North Carolina municipal corporation located at 211 South Hamilton Street, High Point 27261 ("City"), and **HIGH POINT UNIVERSITY**, a North Carolina non-profit corporation located at One University Parkway, High Point 27268 ("HPU"). City and HPU referred to individually as "Party" and collectively the "Parties."

WHEREAS, City desires to install underground electric distribution lines, conduit, and other traffic and fiber optic facilities on North Centennial Street from Barbee Avenue to East Farriss Avenue and on Montlieu Avenue from North Centennial Street to Denny Street ("Improvements"); and

WHEREAS, HPU owns the real property upon which, and within the vicinity where, the Improvements will be made ("Subject Property"); and

WHEREAS, HPU agrees to share in the cost of the Improvements in order to promote uniform street improvements, facilitate pedestrian transportation, while enhancing appearances, condition and values of both the City and Subject Property; and

WHEREAS, the Parties agree that costs sharing allows the construction of the improvements to be more economical and efficient; and

NOW, THEREFORE, in consideration of the of the mutual promises set forth herein, the City and HPU agree as follows:

1. **Construction of the Improvements.** City and HPU shall work together for the construction of the Improvements, accepting responsibilities as follows:

- (a) HPU shall install ducts in all non-pavement surfaces along North Centennial and Montlieu Avenue in accordance with any and all City specifications for the work.
- (b) HPU shall provide easements to the City for any ducts installed under this MOU.
- (c) City shall provide all conduits for installation of the duct work referenced above.
- (d) City shall provide all equipment, labor and materials in order to run City electrical wiring, traffic fiber, and any other service facilities moved from above ground to below ground.
- (e) The City shall install new street lights as needed in the determination of the City and remove all above ground utility poles (with the exception of the needed street light structures).
- (f) The City will replace the school flasher currently on North Centennial in the area of the Improvements.

2. **Estimated Cost of the Improvements.** The estimated cost of the Improvements, including but not limited to, labor, materials, trenching, removal of utility poles and lines, installation of electric, traffic, and fiber optic conduits and facilities, is \$1,208,968. (City estimates the amount of \$856,703 as its cost to perform the City's portion of the Improvements as set forth in Section 1. HPU estimates the amount of \$352,265 as its cost to perform HPU's portion of the Improvements as set forth in Section 1.)

3. **Additional Contribution to Costs.** In addition to performing the duties set forth in Section 1, HPU agrees to pay City \$260,000 to assist with City's expenses associated with the Improvements, thereby reducing the City's total expenditures to approximately \$596,703 with the Improvements. HPU agrees to make said payment no later than thirty (30) days after the completion of the Improvements.

4. **Easements and Permits.** HPU agrees to execute any and all necessary documents to facilitate the completion of the Improvements, including without limitations, any and all necessary easements naming City as the grantee without costs and procuring any and all necessary permits for the work associated with the Improvements undertaken by HPU.

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

City: City of High Point
City Manager's Office
211 South Hamilton Street
P.O. Box 230
High Point, NC 27261

HPU: High Point University
Barry Kitley, Director of Community Relations
One University Parkway
High Point, NC 27268

6. **Parties Representations, Warranties, and Indemnifications**

- (a) HPU represents and warrants that it has no knowledge of the presence of any hazardous or toxic materials, compounds, or chemicals, on or around the Subject Property that might interfere with or make unsafe the Improvements under this MOU.

- (b) To the extent allowed by law, each Party shall defend any third party claim against the other Party arising from the death of or physical injury to any person or damage to the other Party's property, to the extent that the injury, claim, or damage was proximately caused by the negligence of the indemnifying Party, its agents or employees, and shall indemnify and hold harmless the other Party and its respective officers, agents, and employees, from and against damages, liabilities and reasonable costs and expenses, including reasonable legal fees incurred in connection therewith.

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

8. **Entire Agreement.** This Agreement contains the entire agreement of the Parties, and supersedes any prior written or oral agreement between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between and among the Parties relating to the subject matter of the Agreement, which are not fully expressed herein.

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

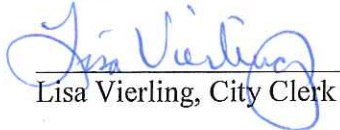
10. **Severability.** The invalidity of one or more phrases, sentences, clauses or sections of this Agreement shall not affect the validity of the remaining portions of the Agreement, so long as the material purpose of the Agreement can be determined and effectuated.

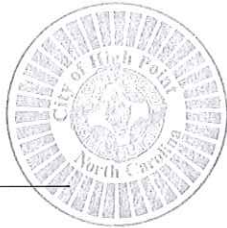
IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed on the day and year first above written by their duly authorized representatives.

CITY OF HIGH POINT


William S. Bencini, Jr., Mayor

ATTEST:


Lisa Vierling, City Clerk



HIGH POINT UNIVERSITY

Debi S. Butt
Debi S. Butt, Vice President of
Financial Affairs

STATE OF North Carolina

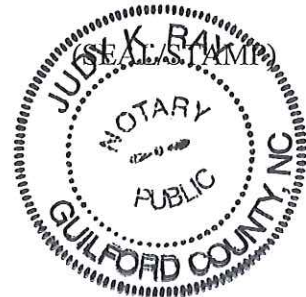
COUNTY OF Guilford

I, Judith K. Ray, a Notary Public of the County and State
aforesaid, certify that Debi S. Butt personally came before me this day and acknowledge
that he/she is an officer and Vice President of High Point University, non-profit corporation
organized in the state of North Carolina and that by authority duly given and as the act of the
corporation, the foregoing instrument was signed in its name by its Vice President.

Witness my hand and official seal or seal, this the 12th day of October, 2017.

Judith K. Ray (Notary Public)

My Commission Expires: May 14, 2022



CITY OF HIGH POINT

AGENDA ITEM



Title: Memorandum of Understanding – High Point University

From: Randy McCaslin, Deputy City Manager

Meeting Date: September 18, 2017

Public Hearing: N/A

Advertising Date: N/A

Advertised By:

Attachments: Utilities and Intersection Improvement Agreement

PURPOSE/BACKGROUND:

The Finance Committee recommended the preparation of an MOU to clarify the roles and responsibilities of the City and High Point University for utilities and intersection improvements. in regard installation of underground electric distribution lines, conduit and other traffic and fiber optic facilities on North Centennial Street from or around Barbee Avenue to East Farris Avenue and on Montlieu Avenue from North Centennial Street to Denny Street.

BUDGET IMPACT:

\$856,703.00

RECOMMENDATION / ACTION REQUESTED:

Staff recommends that City Council approve the attached Utilities and Intersection Improvement Agreement between the City of High Point and High Point University.

COUNTY OF GUILFORD

STATE OF NORTH CAROLINA

**UTILITIES AND INTERSECTION
IMPROVEMENT AGREEMENT**

THIS UTILITIES AND INTERSECTION IMPROVEMENT AGREEMENT ("Agreement") is entered into this ____ day of September, 2017, by and between the **CITY OF HIGH POINT**, a North Carolina municipal corporation located at 211 South Hamilton Street, High Point 27261 ("City"), and **HIGH POINT UNIVERSITY**, a North Carolina non-profit corporation located at One University Parkway, High Point 27268 ("HPU"). City and HPU referred to individually as "Party" and collectively the "Parties."

WHEREAS, City desires to install underground electric distribution lines, conduit, and other traffic and fiber optic facilities on North Centennial Street from Barbee Avenue to East Farriss Avenue and on Montlieu Avenue from North Centennial Street to Denny Street ("Improvements"); and

WHEREAS, HPU owns the real property upon which, and within the vicinity where, the Improvements will be made ("Subject Property"); and

WHEREAS, HPU agrees to share in the cost of the Improvements in order to promote uniform street improvements, facilitate pedestrian transportation, while enhancing appearances, condition and values of both the City and Subject Property; and

WHEREAS, the Parties agree that costs sharing allows the construction of the improvements to be more economical and efficient; and

NOW, THEREFORE, in consideration of the of the mutual promises set forth herein, the City and HPU agree as follows:

1. **Construction of the Improvements.** City and HPU shall work together for the construction of the Improvements, accepting responsibilities as follows:

- (a) HPU shall install ducts in all non-pavement surfaces along North Centennial and Montlieu Avenue in accordance with any and all City specifications for the work.
- (b) HPU shall provide easements to the City for any ducts installed under this MOU.
- (c) City shall provide all conduits for installation of the duct work referenced above.
- (d) City shall provide all equipment, labor and materials in order to run City electrical wiring, traffic fiber, and any other service facilities moved from above ground to below ground.
- (e) The City shall install new street lights as needed in the determination of the City and remove all above ground utility poles (with the exception of the needed street light structures).
- (f) The City will replace the school flasher currently on North Centennial in the area of the Improvements.

2. **Estimated Cost of the Improvements.** The estimated cost of the Improvements, including but not limited to, labor, materials, trenching, removal of utility poles and lines, installation of electric, traffic, and fiber optic conduits and facilities, is \$1,208,968. (City estimates the amount of \$856,703 as its cost to perform the City's portion of the Improvements as set forth in Section 1. HPU estimates the amount of \$352,265 as its cost to perform HPU's portion of the Improvements as set forth in Section 1.)

3. **Additional Contribution to Costs.** In addition to performing the duties set forth in Section 1, HPU agrees to pay City \$260,000 to assist with City's expenses associated with the Improvements, thereby reducing the City's total expenditures to approximately \$596,703 with the Improvements. HPU agrees to make said payment no later than thirty (30) days after the completion of the Improvements.

4. **Easements and Permits.** HPU agrees to execute any and all necessary documents to facilitate the completion of the Improvements, including without limitations, any and all necessary easements naming City as the grantee without costs and procuring any and all necessary permits for the work associated with the Improvements undertaken by HPU.

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

City: City of High Point
City Manager's Office
211 South Hamilton Street
P.O. Box 230
High Point, NC 27261

HPU: High Point University
Barry Kitley, Director of Community Relations
One University Parkway
High Point, NC 27268

6. **Parties Representations, Warranties, and Indemnifications**

- (a) HPU represents and warrants that it has no knowledge of the presence of any hazardous or toxic materials, compounds, or chemicals, on or around the Subject Property that might interfere with or make unsafe the Improvements under this MOU.

- (b) To the extent allowed by law, each Party shall defend any third party claim against the other Party arising from the death of or physical injury to any person or damage to the other Party's property, to the extent that the injury, claim, or damage was proximately caused by the negligence of the indemnifying Party, its agents or employees, and shall indemnify and hold harmless the other Party and its respective officers, agents, and employees, from and against damages, liabilities and reasonable costs and expenses, including reasonable legal fees incurred in connection therewith.

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

8. **Entire Agreement.** This Agreement contains the entire agreement of the Parties, and supersedes any prior written or oral agreement between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between and among the Parties relating to the subject matter of the Agreement, which are not fully expressed herein.

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

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

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed on the day and year first above written by their duly authorized representatives.

CITY OF HIGH POINT

William S. Bencini, Jr., Mayor

ATTEST:

Lisa Vierling, City Clerk

HIGH POINT UNIVERSITY

Debi S. Butt, Vice President of
Financial Affairs

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the County and State
aforesaid, certify that Debi S. Butt personally came before me this day and acknowledge
that he/she is an officer and Vice President of High Point University, non-profit corporation
organized in the state of North Carolina and that by authority duly given and as the act of the
corporation, the foregoing instrument was signed in its name by its Vice President.

Witness my hand and official seal or seal, this the _____ day of _____, 2017.

_____(Notary Public)

(SEAL/STAMP)

My Commission Expires: _____

**HIGH POINT CITY COUNCIL SPECIAL MEETING
(CLOSED SESSION)
ATTORNEY-CLIENT PRIVILEGE (AL HEGGINS LAWSUIT)
HIGH POINT MUNICIPAL BUILDING
3RD FLOOR LOBBY CONFERENCE ROOM
AUGUST 21, 2017 – 5:00 P.M.**

Present:

William S. Bencini, Jr., Mayor; Mayor Pro Tem Jay Wagner (Ward 4), and Council Members Cynthia Y. Davis (At-Large), Council Members Latimer Alexander (At-Large), Jeffrey Golden (Ward 1), Chris Williams (Ward 2), Alyce Hill (Ward 3), James C. Davis (Ward 5) and Jason Ewing (Ward 6)

Staff Present:

Greg Demko, City Manager; Randy McCaslin, Deputy City Manager; Randy Hemann, Assistant City Manager; Randy Hemann, Assistant City Manager; JoAnne Carlyle, City Attorney; Maria Smith, Deputy City Clerk; and Lisa Vierling, City Clerk

Mayor Bencini called the meeting to order at 5:00 p.m. and announced that the Special Meeting was called for the purpose of holding a Closed Session pursuant to N.C. General Statute 143-318.11(a)(3) Attorney-Client Privilege (re: Al Heggins lawsuit).

Council Member Alexander MOVED to enter into Closed Session pursuant to N.C. General Statute 318.11(a)(3) for Attorney-Client Privilege (re: Al Heggins lawsuit). Council Member Hill made a second to the motion, which carried unanimously.

Upon reconvening into Open Session at 5:06 p.m., **MOTION was made by Mayor Pro Tem Wagner and SECONDED by Council Member Ewing to adjourn the meeting.**

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

Respectfully Submitted,

William S. Bencini, Jr., Mayor

Attest:

Lisa B. Vierling, MMC
City Clerk

BK: R 7977
PG: 2861-2864
RECORDED:
09-25-2017
10:51:26 AM
BY: MARY MORGAN
DEPUTY-HP



2017053936
GUILFORD COUNTY, NC
JEFF L. THIGPEN
REGISTER OF DEEDS

NC FEE \$26.00

Return to: JoAnne Caryle, City Attorney
City of High Point
P.O. Box 230
High Point, NC 27261
Ordinance No. 7333 / 17-75

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

4th 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 City of High Point Parks & Recreation Administration Office at 5:30 p.m. on the 18th day of September, 2017; 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 18, 2017.

ANNEXATION DESCRIPTION (Waste Industries, LLC)

Annexation Case 17-08 (AN-17-08)

The annexation site is approximately 19.862 acres and lying along the west side of Elon Place, approximately 1,600 feet south of Business 85. The property is addressed as 1236 Elon Place and also known as Guilford County Tax Parcel 0161532; and more specifically described as follows:

BEGINNING AT A 1/2" EXISTING IRON PIPE LOCATED IN THE WESTERN RIGHT-OF-WAY OF ELON PLACE (S.R. #1159) HAVING N.C. GRID COORDINATES NAD 1983 OF NORTH(Y)= 803291.83 EAST(X)=1720166.97; SAID POINT BEING LOCATED 1,370 FEET FROM THE INTERSECTION OF ELON PLACE AND U.S. HIGHWAY 70/1-85 BUSINESS.

THENCE FROM THE POINT OF BEGINNING AND ALONG THE WESTERN RIGHT-OF-WAY OF ELON PLACE S 33°03'55" W A DISTANCE OF 532.67 FEET TO A 1/2" EXISTING IRON REBAR, THE NORTH-EAST CORNER OF PHILLIP KOLLITHANATH, DEED BOOK 6933, PAGE 938; THENCE WITH THE NORTHERN LINE OF KOLLITHANATH N 85°02'27" W A DISTANCE OF 653.11 FEET TO AN EXISTING CONCRETE MONUMENT.

THENCE WITH THE WESTERN LINE OF KOLLITHANATH S 21°47'55" W A DISTANCE OF 200.66 FEET TO A 1" EXISTING IRON PIPE IN THE NORTHERN LINE OF SARLIE HAROLD THOMPSON, DEED BOOK 5316, PAGE 1458, PASSING THROUGH A 1" EXISTING IRON PIPE AT 198.26 FEET. THENCE WITH THE NORTHERN LINE OF THOMPSON N 85°19'14" W A DISTANCE OF 32.35 FEET TO A 1" EXISTING BENT IRON PIPE WITH A NAIL SET AT THE BASE, THE NORTH-EAST CORNER OF C & M INVESTMENTS OF HIGH POINT, DEED BOOK 3935, PAGE 2166.

THENCE WITH THE NORTHERN LINE OF C & M INVESTMENTS N 85°09'40" W 949.97 FEET TO A 1" EXISTING IRON PIPE, THE NORTH-EAST CORNER OF THE RIGHT-OF-WAY FOR SERVICE ROAD "D" THE NORTH-WEST CORNER OF C & M INVESTMENTS AND THE SOUTH EAST CORNER OF THE STATE HIGHWAY COMMISSION, DEED BOOK 2583, PAGE 286 "NEW RIGHT OF WAY TRACT.

THENCE WITH THE STATE HIGHWAY COMMISSION PROPERTY ALONG A CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 546.32 FEET, A RADIUS OF 1402.39 FEET, AND A CHORD BEARING OF N 42°41'54" E A DISTANCE OF 542.88 FEET TO A 1/2" CAPPED EXISTING IRON REBAR. THENCE CONTINUING WITH THE STATE HIGHWAY COMMISSION N 53°41'15" E A DISTANCE OF 324.88 FEET TO AN EXISTING CONCRETE MONUMENT IN THE SOUTHERN LINE OF ROBERT AND JUDY REES, DEED BOOK 6820, PAGE 1395.

THENCE WITH THE SOUTHERN LINE OF REES S 85°53'44" E A DISTANCE OF 1368.19 FEET TO THE POINT OF BEGINNING, CONTAINING **19.862 ACRES** MORE OR LESS.

ALL AS SHOWN ON AN ANNEXATION SURVEY PREPARED BY EAGLE ENGINEERING, INC. (RUSSELL L. WHITEHURST, PLS) AND DATED JULY 3, 2017.

SECTION 2. Upon and after September 18, 2017 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 City Council,
this the 18th day of September, 2017.
Lisa B. Vierling, City Clerk

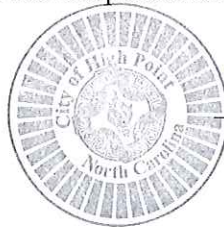


City of High Point
Municipal Office Building
211 South Hamilton Street
High Point, NC 27261

Certification

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, do hereby certify that the foregoing is a true and accurate Ordinance adopted by the City Council in official Session on September 18, 2017 and upon approval by City Council will be recorded in Book 92 of the Official Minute Books and Ordinance Book XIX 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 22nd day of September 2017.

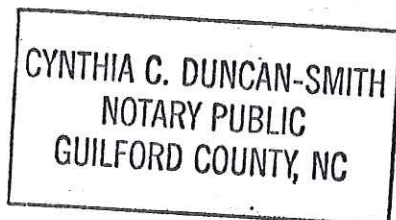


Lisa B. Vierling
Lisa B. Vierling, City Clerk

ACKNOWLEDGEMENT

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

WITNESS my hand and official Notarial Seal, this 22nd day of September, 2017.



Cynthia C. Duncan-Smith
Cynthia C. Duncan-Smith, Notary Public

Commission Expires: 1/18/2020

NORTH CAROLINA

REIMBURSEMENT AGREEMENT

GUILFORD COUNTY

THIS REIMBURSEMENT AGREEMENT ("Agreement"), entered into this the 18th day of September, 2017, between the **CITY OF HIGH POINT**, ("City") a North Carolina municipal corporation, located at 211 South Hamilton Street, High Point, North Carolina, 27260, and **BSC HOLDINGS, INC.** ("BSC"), a North Carolina corporation, located at 3929 Tinsley Drive, High Point, North Carolina, 27265.

WITNESSETH:

WHEREAS, NCGS § 160A-499 authorizes the City to enter into reimbursement agreements with private developers and property owners for the design and construction of municipal infrastructure that is included on the City's Capital Improvement Plan and serves the developer or property owner; and

WHEREAS, NCGS § 160A-320 authorizes the City to contract with a developer or property owner, or with a private party under contract with the developer or property owner, for public enterprise improvements that are adjacent or ancillary to a private land development project; and

WHEREAS, pursuant to NCGS §§ 160A-499 and 160A-320, City adopted Title 6, Article E, Section 6-1-101 of the City Ordinances setting forth the authority and procedures and terms under which the City Manager may negotiate reimbursement agreements; and

WHEREAS, BSC plans to develop a 400-unit mixed residential development on an approximately seventy-one (71) acre tract of land located between Johnson Street/Sandy Ridge Road and Kendal Road ("Project"); and

WHEREAS, City and BSC believe it is in their best interests to jointly provide infrastructure including design and construction of a sewer outfall line from an existing 15" sewer outfall line, approximately 3,680 linear feet to a point just inside the Project located on/near Johnson, Sandy Ridge, and Kendall Roads. This new 8" sewer outfall line will be constructed by BSC to be later acquired by the City. These improvements will allow for the development of the remainder of that basin, serve the Project and provide services planned for future development within the City's Capital Improvement Plan ("Improvements"). A survey of the improvements is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, City of High Point Code of Ordinances Title 6, Article E, Section 6-1-101 allows the City to enter into reimbursement agreements with private developers and property owners for the design and construction of municipal infrastructure that is included on the City's capital improvement plan including water mains, sanitary sewer lines, lift stations, stormwater lines, streets, curb and gutter, sidewalks, traffic control devices, greenways, trails, and other associated facilities; and

WHEREAS, on Monday, September 18, 2017, the High Point City Council adopted a Resolution authorizing the City Manager to enter into a reimbursement agreement pursuant to North Carolina General Statutes § 160A-499, § 160A-320 and Title 6, Article E, Section 6-1-101 of the City Ordinances; and

WHEREAS, the cost to the City for these Improvements will not exceed the estimated cost of providing for the municipal infrastructure through either eligible force account qualified labor, or through a public contract let pursuant to Article 8, Chapter 143 of the North Carolina General Statutes, or the coordination of separately constructed municipal infrastructure with the associated private development would be impracticable; and

WHEREAS, BSC shall comply with the requirements of North Carolina General Statutes § 143-129 and § 143-128 et seq. relating to public advertising and bid opening requirements which would be applicable if the construction contract had been awarded by the City; and

WHEREAS, the costs to the City for the Improvements will not exceed the estimated costs of providing for the municipal infrastructure through either eligible force account qualified labor or through a public contract let pursuant to Article 8, Chapter 143 of the North Carolina General Statutes, or the coordination of separately constructed municipal infrastructure with the associated private development would be impractical; and

WHEREAS, the City will review and approve the estimate of BSC's cost to build the proposed Improvements, and will enter into this Agreement upon finding these costs to be reasonable; and

WHEREAS, the Improvements are in the public interest and will benefit the goals of the City in furthering the development of High Point's northern geographical area.

NOW THEREFORE, in consideration of the recitals above and the mutual covenants contained herein by and between each of the parties hereto, it is hereby agreed that:

1. The above recitals are hereby incorporated into this Agreement.
2. BSC agrees to design and have constructed the Improvements in accordance with this Agreement and all ordinances, policies and regulations of the City of High Point and all applicable federal and state laws.
3. The City agrees to reimburse BSC for costs associated with the Improvements in an amount not to exceed \$358,300 upon submission and of invoices detailing expenses.
4. All materials used in the installation of the Improvements shall become and remain property of the City.

5. BSC's obligations to qualify for reimbursement shall be that:
 - a. BSC shall manage, administer and construct the Improvements according to the plans and specifications approved by the City and shall obtain all necessary certifications.
 - b. All work, plans, specifications, and designs related to this Project are subject to review by the City and shall be in a form acceptable to it.
 - c. BSC shall permit the City to inspect and approve the construction of the Project.
 - d. BSC has complied with all City contracting and reporting requirements.
6. The City will reimburse BSC for actual engineering, surveying and stakeout costs, excluding insurance and attorneys fees, for the Improvements in an amount not to exceed \$358,300. Said payment shall be made upon the City's receipt and approval of an invoice submitted to the City by BSC for reimbursement.
7. City agrees any acquisition of easements necessary for the service of the extension will be done by the City.
8. BSC agrees to obtain all necessary permits, licenses, and approvals and to meet all governmental regulatory requirements, environmental and otherwise. BSC agrees to comply with all Federal, State, and local regulations with regards to the Improvements. All permitting costs shall be considered a cost of the Project and as such are reimbursable expenses.
9. BSC agrees to indemnify and hold and save the City, its employees, agents, and representatives harmless from any damage or injury to third persons or property resulting from BSC's acts or omissions or from claims for inverse condemnation as a result of the construction and agrees to indemnify the City against any loss resulting from claims of such damage, injury, or taking including, but not limited to court costs, attorney's fees, and environmental cleanup or damage.
10. BSC is an independent contractor and the City shall not be responsible for BSC's acts or omissions.
11. BSC assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to all employees engaged in the performance of work under this Agreement. In addition, BSC agrees to pay any and all gross receipts, compensation, transaction, sales, use, or other taxes and assessments of whatever nature and kind levied or assessed as a consequence of the work performed or on the compensation paid under this Agreement.
12. During the performance of the services under this Agreement, BSC and its contractors and engineers shall maintain the following insurance, to the extent applicable:

- a. General Liability Insurance, including but not limited to coverage for all premises and non-premises operations, independent contractors, broad form property damage coverage, including explosion, collapse and underground property damage hazards, personal injury liability protection including coverage relating to employment of persons, contractual liability protection, and products and completed operations coverage. This insurance shall provide bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 in the aggregate, and with property damage limits of not less than \$500,000 for each occurrence and not less than \$500,000 in the aggregate.
- b. Automobile Liability Insurance, covering owned, non-owned, hired vehicles and trailers using in connection with this Project. This insurance shall provide bodily injury and property damages limits of not less than \$1,000,000 combined single limit/aggregate.
- c. Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$100,000 for each occurrence. In case any work is subcontracted under this Agreement, BSC shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work.

BSC shall furnish certificates of insurance for all of the insurance coverages described herein within ten (10) days after this Agreement is executed and certified copies of any amendments and/or renewals to the policies which occur thereafter. At least thirty (30) days written notice shall be given to the City prior to any cancellation, modification or non-renewal of any insurance required under this Agreement.

All Project contractors, including BSC, performing work subject to reimbursement hereunder shall be required to include the City and BSC as additional insureds on their General Liability insurance policies.

13. The commitment of the City of High Point to expend the described funds on the Improvements is based on the factors recited herein by which the Project will provide a public benefit to the City and its citizens.
14. This Agreement shall be binding on the assignees and successors in interest of the parties hereto.
15. Alterations, deletions, and/or additions to the terms and conditions of this Agreement may only be made by the mutual written consent of the parties.
16. Should BSC fail to comply with the terms of this Agreement, BSC, upon actual or constructive notice of the default, shall have thirty (30) days to remedy the default. Should BSC fail to remedy the default, the Agreement may be terminated by the City immediately upon the expiration of the thirty (30) days provided the City shall reimburse

BSC for the value of the partial completion of the Improvements. Furthermore, this Agreement may be terminated by mutual consent of both parties.

17. Should any part of this Agreement be declared unenforceable, all remaining sections remain in force.
18. This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of North Carolina. Venue for any legal action resulting from this Agreement shall lie in Guilford County.
19. This Agreement is intended by the parties hereto to be the final expression of their agreements regarding the matters addressed in this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.
20. BSC 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. Consultant 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.
21. BSC shall not discriminate against any member of the public in the use of City facilities or in the delivery of City programs, services or activities on the basis of sex, race, gender, color, ethnicity, national origin, age, familial status, marital status, military status, political affiliation, religion, physical or mental disability, genetic information, sexual orientation, gender expression, or gender identity.
22. All notices and other communications pursuant to this Agreement shall be in writing and shall be delivered by hand, fax or mail as follows:

To BSC Holdings, Inc.
Barry Siegal, President
3929 Tinsley Drive, Suite 104
High Point, NC 27265

To the City
City Manager's Office
City of High Point
211 South Hamilton Street
P.O. Box 230
High Point, NC 27261

IN WITNESS WHEREOF, CITY and BSC have executed this Agreement as of the day and year first above written.

ATTEST:

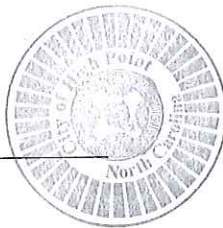
Kelly M Hill
Title: Asst Secretary

BSC HOLDINGS, INC.

Barry Siegal
Barry Siegal, President

ATTEST:

Lyn A. Varling
City Clerk



CITY OF HIGH POINT

Randy E. McCaslin
Randy McCaslin, Deputy City Manager

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

James M. [Signature] 9/20/2017
Finance Officer

Approved as to form:

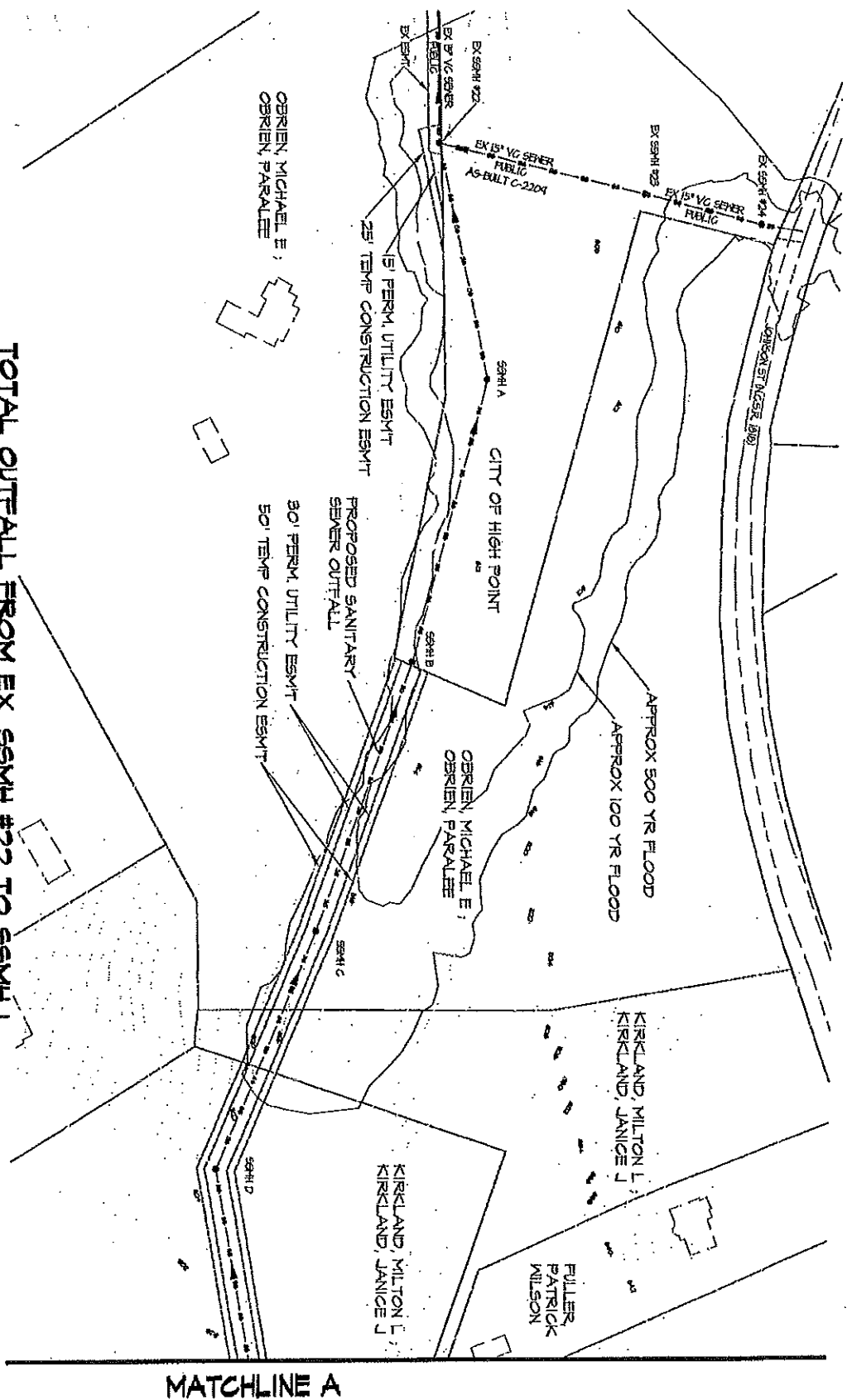
[Signature]
City Attorney

ENGINEERING AND SURVEYING, INC.
 LAND DEVELOPMENT CONSULTING
 CORPORATE LICENSE NUMBER C-1375.
 4400 TUNING STREET
 HIGH POINT, NORTH CAROLINA 27265
 PHONE: (336) 812-8800 ~ FAX: (336) 812-8780

SANDY RIDGE, JOHNSON ST, & KENDALE ST
SANITARY SEWER OUTFALL EXHIBIT
 HIGH POINT, NC
 SCALE: 1"=200'
 DATE: 8-17-2017
SHEET 1 OF 2

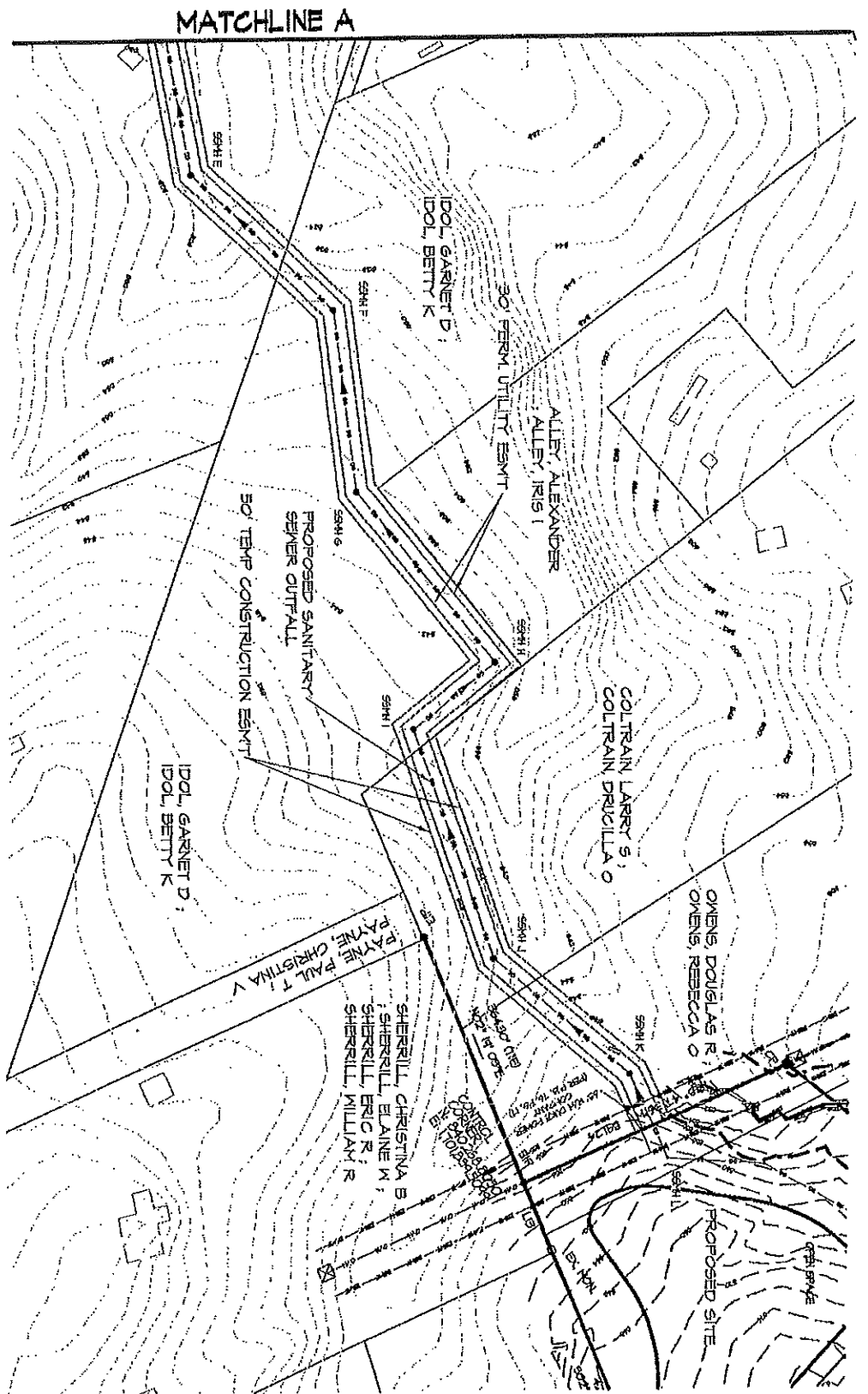


TOTAL OUTFALL FROM EX. SSMH #22 TO SSMH L
IS APPROXIMATELY 3,626 L.F.



ENGINEERING AND SURVEYING, INC.
 LAND DEVELOPMENT CONSULTING
 CORPORATE LICENSE NUMBER C-1375
 4400 TYING STREET
 HIGH POINT, NORTH CAROLINA 27265
 PHONE: (336) 812-8800 ~ FAX: (336) 812-8780

SANDY RIDGE, JOHNSON ST, & KENDALE ST
 SANITARY SEWER OUTFALL EXHIBIT
 HIGH POINT, NC
 SCALE: 1"=200'
 DATE: 8-17-2017
 SHEET 2 OF 2



CITY OF HIGH POINT

AGENDA ITEM



Title: Downtown Mixed-Use Area Plan

From: Lee Burnette, Planning & Development
Director

Meeting Date: September 18, 2017

Public Hearing: Yes

Advertising Date: September 6 & 13, 2017

Advertised By: Planning & Development

Attachments: Downtown Mixed-Use Area Plan

PURPOSE:

A request by the Planning and Development Department to adopt the Downtown Mixed-Use Area Plan.

BACKGROUND:

The purpose of the Downtown Mixed-Use Area Plan is to conduct a detailed study of the area around the proposed multi-use stadium and prepare recommendations to guide the growth and redevelopment of the area.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

- A. Staff recommends ***approval*** of this request.
- B. On August 22, 2017, a public hearing was held before the Planning and Zoning Commission regarding the Downtown Mixed-Use Area Plan. The Planning & Zoning Commission recommended ***approval*** of this request, by a vote of 9-0.

PLANNING AND ZONING COMMISSION RECOMMENDATION

City of High Point

Downtown Mixed-Use Area Plan

At its August 22, 2017 public hearing, the Planning and Zoning Commission reviewed a request to recommend adoption of the Downtown Mixed-Use Area Plan. All members of the Commission were present. Ms. Heidi Galanti, Planning Services Administrator, presented the plan and answered questions from the Commission.

Speaking in favor of the request:

No one spoke in favor of this request.

Speaking in opposition of the request:

No one spoke in opposition to this request.

Planning & Zoning Commission Action

The Planning & Zoning Commission recommended **approval** of this request, as recommended by staff, by a vote of 9-0.

High Point Downtown Mixed-Use Area Plan



I. BACKGROUND

A. Plan Purpose

On April 3, 2017, City Council voted to support a multi-use stadium in the area around the intersection of Church Avenue and Pine Street. As a part of that proposal it was estimated that within a 10-year period the area immediately around the stadium could support approximately 350 residential units, 35,000 square feet of retail space, 30,000 square feet of restaurants, 300 hotel rooms, and 75,000 square feet of office space, totaling an estimated \$99 million in new development.

The purpose of the Downtown Mixed-Use Area Plan is to conduct a detailed study of the area around the proposed multi-use stadium and prepare recommendations to guide the growth and redevelopment of the area. Much of this area was identified as the Downtown Mixed Use District in the *Core City Plan* that was adopted in 2007, meaning that this is a good location for a mix of uses such as, retail, restaurants, services, offices, and housing, that are traditionally found in a downtown. The stadium initiative has acted as a catalyst to fulfilling the recommendation of creating this traditional downtown area.

It is anticipated that a Mixed-Use zoning district will be needed to accommodate the type and style of development that is desired for this area. Section 3.5.7 of the Development Ordinance requires the development and adoption of a mixed-use area plan prior to the establishment of a Mixed-Use (MX) zoning district for a specific area. After adoption of this plan, the City Council can initiate the process to establish a Mixed-Use zoning district.

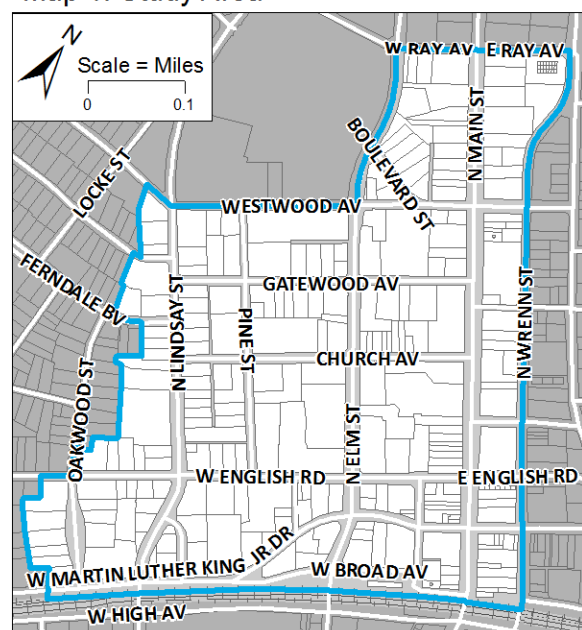
B. Study Area

The study area consists of approximately 131 acres (including right-of-way). The area is generally bounded by Ray Avenue and Westwood Avenue to the north; Wrenn Street to the east; the railroad tracks to the south; and properties that front on Oakwood Street and Lindsay Street, and North Elm Street to the west.

C. History

A large portion of the study area dates to 1895 when High Point's first residential subdivision, Quaker Woods, was developed by Homer Wheeler. A few of

Map 1: Study Area



the homes remain today, but most the area has transformed over the years to other uses such as medical offices, the former High Point Enterprise and Market Showrooms. The former Piedmont Hosiery mill building located at 400 English Road was built in 1910. After merging with the Adams-Millis Hosiery Company, the building to the west of the mill was built between 1929 and 1931. The mill closed in the 1980's and was adapted for Market Showrooms in 2001-2004.

D. Planning Process

The plan was prepared by City staff in consultation with Forward High Point Inc., stakeholders, property owners, and interested citizens. The planning process included a physical analysis of the study area, drafting preliminary recommendations for public review, holding a public input meeting, drafting a plan based on feedback received, and taking the plan through the adoption process.

On July 31, 2017, the City held a public input meeting to give citizens the opportunity to review the plan recommendations and fill out comment sheets that asked: what they liked about the draft recommendations, what they didn't like, what was missing, and allowed them to add any other comments. Some of the common responses received were as follows:

- excitement for year-round activity;
- concern about noise control;
- concern about public safety;
- concern about limitations on Market Showrooms;
- want more retail and outdoor dining;
- want connections to the library and Uptown area; and
- desire for energy efficient and ecologically sound businesses and development.

II. EXISTING CONDITIONS

A. Land Use

The study area consists of approximately 131 acres with right-of-way and 94 acres without right-of-way. The area has a variety of land uses ranging from residences to industrial services. The predominant uses fall under the vacant, undeveloped, and parking lot category which have been combined and are considered underutilized properties. The parking lots in this category do not include the surface parking lots that serve land uses on the same property. There are 101 underutilized properties totaling 36% of the developable land within the study area. When all surface parking lots are included (those that serve land uses on the same property and stand-alone parking lots), they total approximately 49% of the land within the study area, not including right-of-way. The second largest use is medical facilities totaling approximately 15% of area. Market Showrooms are the third largest use and utilize approximately 14% of the area.

There is approximately 1,930,892 heated square feet of buildings in the study area of which 252,679 square feet or 13% of the total building square footage is vacant.

Map 2: Existing Land Use

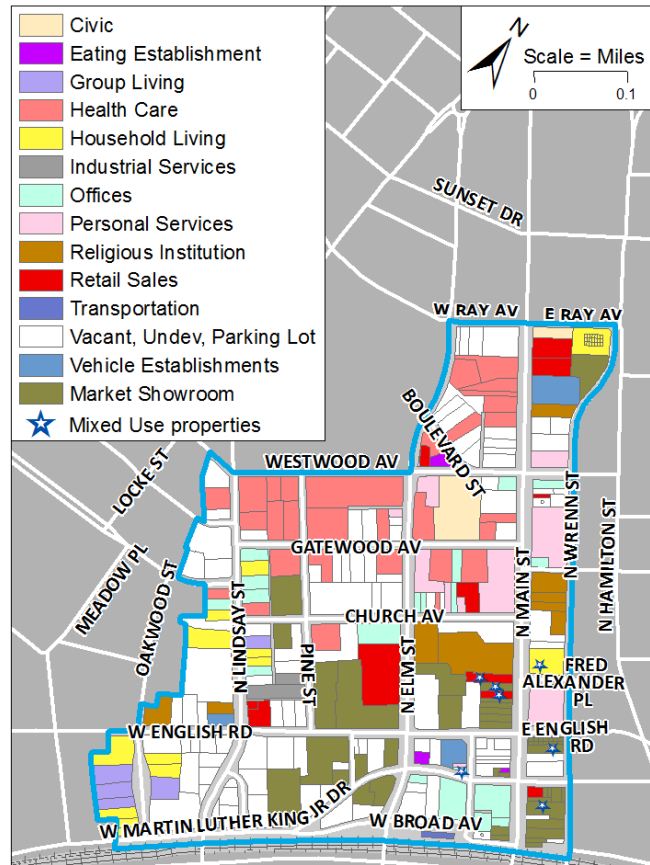


Table 1: Existing Land Uses

Existing Land Use	Number of properties	Percent of total properties	Acres	Percent of total area without r-o-w
Underutilized properties (vacant buildings 43, parking lots 35, undeveloped property 23)	101	41%	34	36%
Market showrooms	36	15%	13.2	14%
Medical facilities	30	12%	14.4	15%
Retail sales, personal services	20	8%	10.5	11%
Offices	20	8%	4.9	5%
Residential	18	7%	6.8	7%
Religious institutions	9	5%	5.0	5%
Restaurants	3	1%	.4	<1%
Vehicle establishments	3	1%	1.7	2%
Civic	3	1%	2.4	3%
Industrial	2	<1%	.9	1%
TOTAL	245		94	

B. Zoning

The existing zoning is a mixture of General Business (GB), Office Institutional (OI), Light Industrial (LI), and Central Business (CB) districts. OI and CB are the predominant zoning districts, with a small pocket of LI and a meandering small area of GB. These four zoning districts have differing permitted uses and dimensional standards.

C. Public Infrastructure

1. Stormwater

The stormwater facilities vary from 8 to 60 inches within the study area.

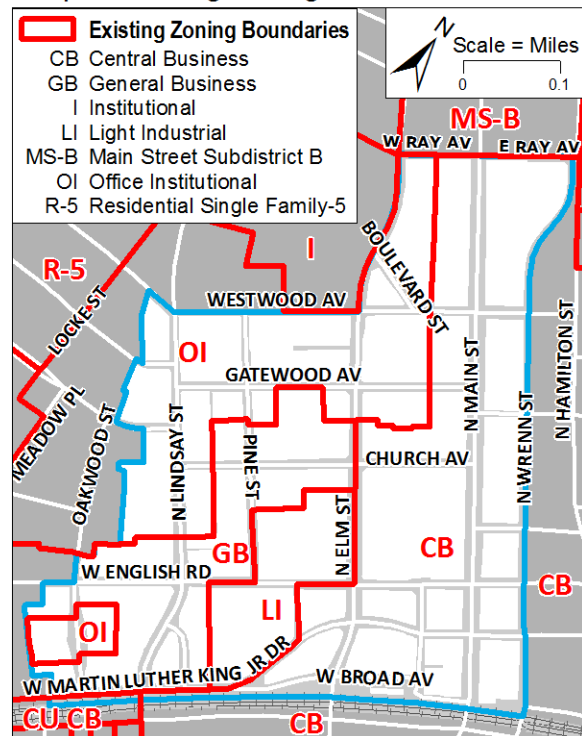
The age is generally not recorded however, there is a 96-inch line just to the north of the study area near the hospital was installed in 2004 and the lines along Lindsay were installed in 2013 as part of the roadway improvement project. See Appendix A -Existing Stormwater Lines.

There are three drainage basins within the project area. The flow generally goes from the southeast to the northwest with the largest portion of the study area draining towards the intersection of Lindsay Street and Quaker Lane. The area has approximately 104 acres (79%) built upon area (impervious surface), of which 46 acres (35%) is surface parking. Surface parking includes parking lots on individual properties and those on the same property with another use. Due to existing and proposed development, watershed regulations, and old stormwater facilities within the area; stormwater has been identified as an issue that needs to be addressed as a collaborative effort versus lot by lot.

2. Water

The water lines within the study area range from 4 inches to 30 inches and range in age from 1902 to 2017. The newest lines are along portions of Main Street (2017), Lindsay Street (2013) and Westwood Avenue (2006). Other lines range in age from 1902 to 1970. See Appendix B - Existing Water Lines.

Map 3: Existing Zoning



3. Sewer

Sewer lines within the study area range in size from 6 to 12 inches and range in age from 1902 to 2017. The newest lines are along portions of Main Street (2017) and Lindsay (2013). The other lines range in age from 1902 to 1977. See Appendix C - Existing Sewer Lines.

4. Streets

The streets within the study area range from 5 lane major thoroughfares to 2 lane local streets. English Road and Martin Luther King, Jr. Drive are each three lanes operating as a one-way pair running east-west through the southern portion of the study area. See Appendix D - Existing Lane Cross-Sections, Loading Zones and Courtesy Parking.

5. Parking

Within the study area, there are 192 on-street public parking spaces including both sides of Wrenn Street. The majority of on-street spaces are located on the eastern side of the study area mostly along Main and Wrenn Streets. See Appendix D - Existing Lane Cross-Sections, Loading Zones and Courtesy Parking. Just outside the study area are three parking decks:

- Broad Street - 256 spaces,
- High Street Plaza - 690 spaces
- Radisson Hotel - 252 spaces (of which 83 spaces are open to the public and 169 are marked for hotel guests).

The Pit, located next to the High Street deck, has 36 spaces which provides a total of 1,234 public parking spaces within the parking decks and the Pit. These spaces are all within ½ mile of the proposed stadium.

6. Sidewalks and Streetscape

Sidewalks cover most of the area with widths varying from approximately 10-12 feet along the major thoroughfares down to 4 feet on the local streets. See Appendix E - Existing Bus Routes, Stops and Sidewalks.

7. Bus and Rail

The study area is well served by City of High Point Transit because all bus routes go in and out to the Broad Avenue Bus Terminal which is located on the southern edge of the study area. High Point Transit has 13 routes, Route 10 North Main Street which runs along portions of Elm Street and Main Street and Route 11 South Main Street provide weekday and Saturday service. There are approximately 10 bus stops within the study area. See Appendix E - Existing Bus Routes, Stops and Sidewalks.

Piedmont Authority for Regional Transportation (PART) also services High Point with 3 routes that have stops at the Broad Avenue Terminal. Through these services High Point has bus service connections to Winston-Salem and Greensboro.

The High Point Train Station is located on the south side of the railroad tracks across from the bus terminal and it is easily accessed via a walkway across the railroad tracks from the bus terminal. The train station is currently served daily by Amtrak passenger rail that runs within the state between Charlotte and Raleigh, and by long distance runs between New York and New Orleans.

8. Electric

Electric Service is provided to the area by overhead lines in the western part and primarily by underground lines in the eastern part of the study area. Some of the older industrial buildings in the study area are served by Duke Energy. If the building is renovated they will stay with Duke Energy. If the building is demolished and rebuilt, then it is the owners' choice to stay with Duke Energy or to switch to the City of High Point. There are no transmission lines within the area. See Appendix F - Existing Electric Lines.

D. Brownfields

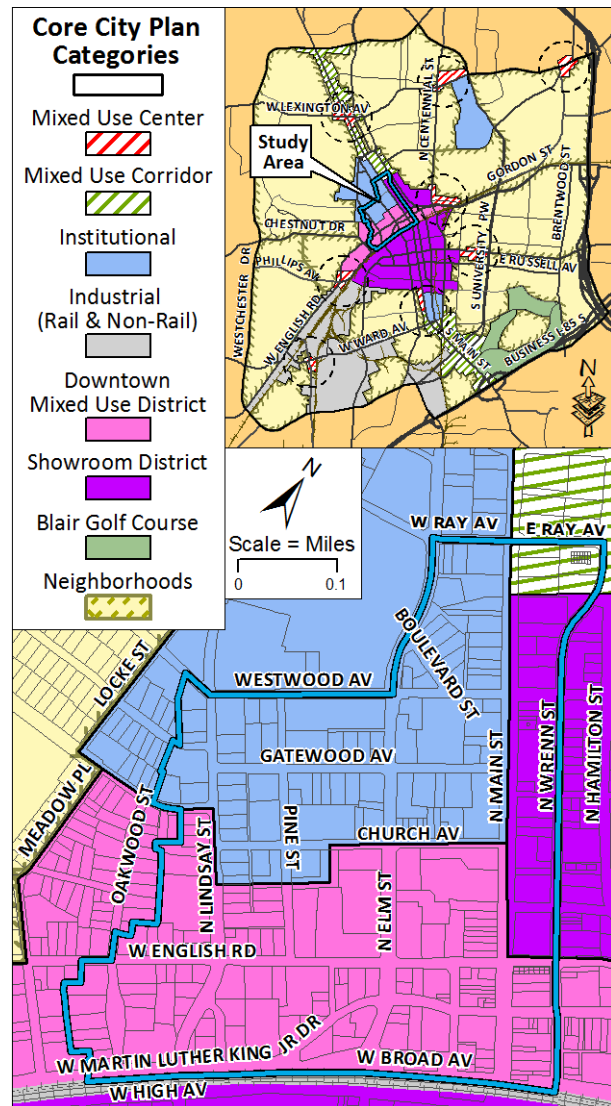
In 2014, the City received a \$400,000 brownfield grant to assist in the revitalization effort of the 11-square mile Core City area. A "brownfield site" is an abandoned, idled or underused property where the threat of environmental contamination has hindered its redevelopment. The consultants hired to do the brownfield study looked at vacant and underutilized sites identified by staff, real estate professionals, and other individuals with local knowledge. Nine sites were chosen within the boundary of the Downtown Mixed-Use Area Plan. Phase I reports were prepared on all nine sites and Phase II reports have been prepared on some of the sites identified. Before properties are sold in areas where the potential for contamination is present, such as older urban areas like those within the study area boundary, banks require tests to be conducted to ensure the sites are clean. Therefore, the City has encouraged and incentivized development on these sites because they have taken these initial steps for perspective buyers.

III. EXISTING PLANS, POLICIES, DEVELOPMENT REGULATIONS, AND INCENTIVES

A. Core City Plan

The *Core City Plan* was adopted by City Council in 2007 and it recognized the need for two distinct downtown districts – one to accommodate market showrooms and one to encourage a mixture of more traditional downtown uses such as retail, restaurants, services, offices, housing and institutional uses that would promote more of an around-the-clock vitality. Because the *Core City Plan* covers an 11-square mile area, it did not make recommendations on a parcel specific basis, but instead divided the area into general districts that would need further refinement before they could be implemented. The study area includes large portions of the Core City Plan's Downtown Mixed Use District and Institutional District; and small portions of the Mixed-use Corridor and Showroom District. This Downtown Mixed-Use Area Plan represents the refinement needed to transform the area into the traditional downtown area referred to above.

Map 4: Core City Plan



B. Pedestrian Plan

The *City of High Point Pedestrian Plan* was adopted by City Council on May 1, 2017, and it identified Elm Street, Main Street, and Martin Luther King Jr. Drive as enhanced corridors. Enhanced corridors are major thoroughfares that can benefit from arterial-level traffic calming (such as refuge islands lane reductions, bicycle facilities, sidewalks, transit stop safety features and accommodations, etc.) and improvements of pedestrian amenities, such as pedestrian scale lighting and street trees. These corridors need improvements to accommodate multiple modes of traffic as they are primarily designed to accommodate high-volume through traffic by motor vehicles.

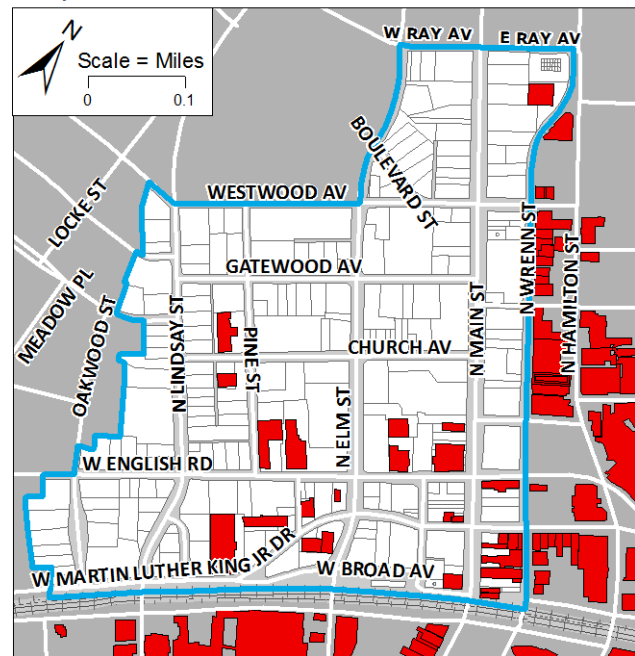
C. Downtown Multi-modal Vision plan

The *Downtown Multi-modal Vision Plan* was adopted on August 7, 2017, and it recommends investments in the public realm that are meant to spur private investment and create a more vibrant downtown High Point. The priority projects and other recommendations in the plan represent actionable steps the City and/or civic and private entities can spearhead. They include refined ideas from past planning efforts that remain relevant and new ideas that improve safety as well as address health, economic, transportation, and equity issues.

D. Market Showrooms

Market Showrooms are allowed as a principal use in the Central Business (CB) district and within the Light Industrial (LI) and General Business (GB) districts that are within 1,000 feet of the CB district. Existing Market Showrooms located outside these zoning districts, and that do not conform to the zoning requirements are allowed to continue, expand, or rebuild, if needed. However, if such a Market Showroom ceases operation for 2 years, then the property loses the development right to reestablish a Market Showroom. As of spring 2017, there were 26 active Market Showrooms within the study area.

Map 5: Market Showrooms



E. Watershed

Most of the study area is in the Yadkin Pee-Dee (non-water supply) watershed and is therefore subject to watershed regulations that require stormwater controls when over an acre or more of land is disturbed. Stormwater controls are required when new built upon area is 6% or greater.

F. Municipal Service District

In 2015, the City Council established a Downtown Municipal Service district (MSD) that covers most of the study area. MSDs have proven to be effective tools for enhancing and revitalizing districts and increasing their economic viability. MSD's create a mechanism through which enhanced programs and services are targeted to a geographically defined district's specific needs. The primary reason for establishing the district was to clearly define an area of specific redevelopment focus and attention for

additional City funding. The use of the City's Facade Improvement Program was offered to this area after adoption. The City chose not to levy an additional tax within the district.

G. Facade Improvement Program

This area within the MSD is eligible for a 50/50 matching grant up to \$5,000 per building facade for exterior improvements that meet the Secretary of the Interior Standards for Rehabilitation.

IV. GOALS

The following is a list of goals that will be used to guide the growth and redevelopment of the study area.

- A. Create a vision for the future growth and redevelopment of the area**
- B. Provide land use concepts that illustrate the desired mixed-use development style**
- C. Provide development standards for private property that protect existing and future investments and attract future investment that support and shape desired development**
- D. Provide a design for the public realm that creates a sense of place and a destination for residents and visitors to live, work and play**
- E. Conduct advanced infrastructure planning to prepare the area for redevelopment**
- F. Provide incentives and opportunities for private investment**

V. RECOMMENDATIONS

A. Land Use

The study area currently has 46 acres of surface parking (meaning stand-alone parking lots and parking lots that are on the same property with another use), and many vacant and underutilized buildings. This gives this area great potential for reinvestment opportunities. As spin-off from the multi-use stadium, the area could support 3 to 5-story buildings that might be mixed-use or single use for residences, offices, retail, restaurants, hotels and other civic uses such as a museum, park and a convention center. Parking decks are encouraged to maximize the use of the land, and should to be incorporated in with the use(s) they serve whenever possible. See Appendix G - Land Use Concepts, for potential future land uses. The land uses shown on the Land Use Concepts map are conceptual and should be seen as suggested potential reuses of land within the study area. The uses shown are not meant to indicate that properties that are in use will need to cease or relocate. The recommendations are meant to convey a

vision and paint the picture of what “could be” to help revitalize the urban core into a destination place with a mix of uses in a pedestrian-oriented setting that is inviting for people to live, to work, to play, or to do all three. The land use concepts are also to be used to assist the City’s infrastructure departments in preparing infrastructure plans for potential future growth. The recommendations are not prescriptive and they will change over time.

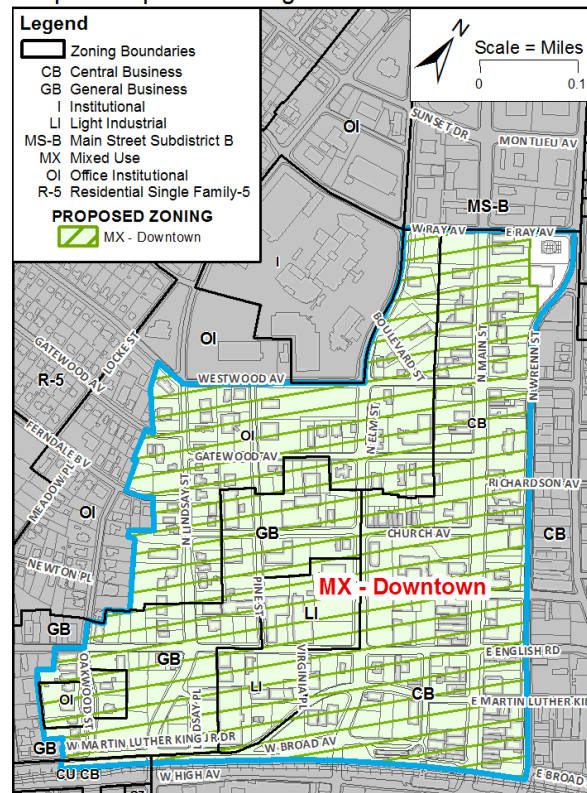
B. Zoning

1. Establish a Mixed-Use Downtown (MX-D) District

The study area currently has four different zoning districts with different dimensional standards and permitted uses. To create a cohesive downtown area that encourages the desired development style and mix of uses, the establishment of a Mixed-Use (MX) District is needed. The City’s *Development Ordinance* includes a Mixed-Use District that can be applied to areas to encourage a mix of urban-scale uses in close proximity to one another. The district has general standards that apply to all mixed-use districts and it allows for the creation of specific dimensional standards and other standards to be added to encourage new development that fits the desired character of the area. As stated in Section 3.5.7 of the *Development Ordinance*,

“The Mixed-Use (MX) district is intended to establish compact, pedestrian-oriented, mixed-use development and redevelopment at key locations in the Core City in accordance with the City’s adopted plans. It seeks to revitalize existing neighborhoods by enabling the development of higher intensity neighborhood centers with new housing, shopping, working, and recreational options in close proximity to one another. The proximity of these uses allows nearby residents to meet some of their daily needs without use of an automobile. The district standards address a variety of design elements including building location, off-street parking, access, land use, and visual quality.”

Map 6: Proposed Zoning



The Downtown Mixed-Use District identified in the Core City Plan, fits the intent of the Mixed-Use (MX) zoning district and therefore, it is recommended for most of the study area. The goal of establishing this district for this area is to create a traditional downtown area that the whole community can enjoy. By consolidating this area under one zoning district, the City will establish one set of allowed uses and dimensional standards that promote an environment with an increased density and intensity of mixed uses. Because this area is intended for around-the-clock vitality, new Market Showrooms will not be allowed in this district. It is also recommended that this district be exempt from the minimum off-street parking space requirements. This will allow the developer to determine the number and location of the parking that they need to support the use that is being built.

Table 2. Zoning District Changes Mixed-Use Area

District Name	Existing Acreage	Proposed Acreage
Central Business (CB)	59	2
Office Institutional (OI)	36	-
General Business (GB)	25	-
Light Industrial (LI)	11	-
Mixed Use-Downtown (MX-D)	-	129
Total	131	131

2. Expand the boundaries of the Central Business (CB) District

Because new Market Showrooms will not be allowed in the Mixed-Use-Downtown (MX-D) District, it is recommended that the Central Business (CB) District be expanded. There are some areas south of MLK Drive and adjacent to the eastern boundary of the Central Business District down to Grimes Avenue that are currently zoned Light Industrial (LI). This area was originally developed with manufacturing uses, but now it contains several Market Showrooms, in addition to vacant buildings and undeveloped parcels. Rezoning this area to CB would allow for a better utilization of the land area because the CB district has zero lot line setbacks and it is exempt from parking space requirements. These LI areas consist of approximately 57 acres and they are within a few blocks of the Mendenhall Transportation Center, which is considered the epicenter of the High Point Market. Therefore, it is recommended that the areas currently zoned LI in this area, should be rezoned to CB to encourage the continued growth of Market Showrooms in this area. Additionally, there may need to be some streetscape improvements in this area to make it more pedestrian-friendly for Market visitors. See Appendix H - Existing and Proposed Zoning for the expansion area recommendations.

Table 3. Zoning District Changes CB Expansion area

District Name	Existing Acreage	Proposed Acreage
Central Business (CB)	-	57
Light Industrial (LI)	57	-
Total	57	57

C. Text Amendments

1. Central Business District

With the expansion of the CB district, most of the existing principal use Market Showrooms will be within the CB district boundary. Therefore, consideration should be given to designating the CB district as the district for new Market Showrooms.

2. Nonconforming Uses

Currently, the nonconforming standards that apply to cessation of Market Showrooms allow them to be reestablished after ceasing operation for up to two years. If the area that is proposed for mixed-use development is to become a vibrant downtown, then two years may be too long if the City wants to encourage redevelopment for other uses. Therefore, it is recommended that the time-period for ceasing operation be reduced from two years to one year.

D. Public Infrastructure

A comprehensive study of the public infrastructure based on the desired new uses and development style is needed. Many of the water lines, sewer lines, stormwater controls, and in some cases, streets have not changed or been upgraded since the area originally developed in the early 1900's. Due to the size of the area and the timing of development, the comprehensive studies for stormwater, water, and sewer need to be divided into two phases. The first phase should consist of the 5 acres for the stadium and the 6 ½ acre private development that will be controlled by a master developer, for a total of approximately 11½ acres. The second phase should consist of the remainder of the study area. Below are specific recommendations for the individual public infrastructure components.

1. Stormwater

Because watershed requirements may be a barrier to development within the study area, it is recommended that a study be conducted to investigate creating regional stormwater control(s) that new development could use rather than providing their own device when required. If City owned, then the devices could be used to encourage development in the area.

2. Water and Sewer

Conduct a study of the water and sewer in the area and determine what type of upgrades may be needed to support the proposed land use recommendations. Consider making the improvements ahead of time or offer to fund the improvements as development occurs to encourage development.

3. Public Realm

Streets, sidewalks, trees, outdoor furniture, on-street parking, lighting, signal poles, bike lanes, etc. make-up what is called the “public realm”. The public realm needs to be used to identify this area as a unique gathering place for the citizens of High Point.

A coordinated design covering all aspects of the public realm needs to be created for the study area to establish the character and to brand this area as “the downtown destination place”. The following are recommendations for the different aspects of the public realm:

a. Streetscape Plan

Prepare a streetscape plan for the entire study area that establishes the character and design for the area. This plan would incorporate the results of the traffic analysis discussed below and include: different street cross-sections, bike lanes, sidewalk widths, street furnishings, street trees, light poles, signal poles, etc. Installation could be done in phases as development occurs.

b. Streets

A traffic analysis of the study area needs to be conducted based on the proposed land use concepts to assess the street cross-sections that will be needed to support the area. The following are some of the ideas that have been discussed:

i. On-Street Parking

Conduct a study of the area to determine where additional on-street parking can be provided.

ii. Sidewalks

Sidewalks should be a minimum of 10 feet wide. Wider sidewalks are needed where outdoor dining is desired. An analysis should be conducted to determine where wider sidewalks should be provided.

iii. One-Way Conversion of English and MLK to Two-way Traffic

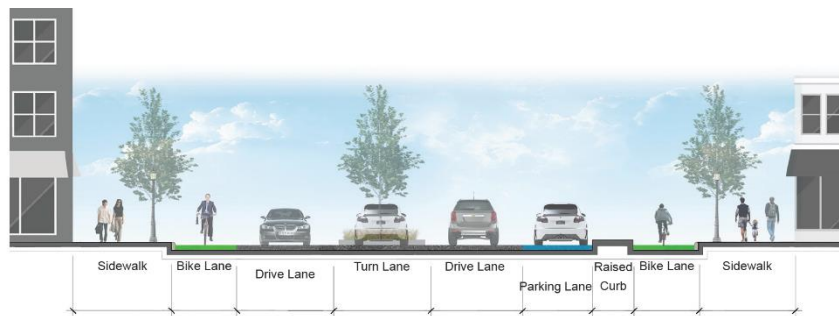
The Core City Plan recommended that a study be conducted to see if these streets could be converted to two-way traffic. In 2009, a preliminary traffic operations study was conducted that showed that the conversion was possible, but it could be expensive due to the numerous traffic signals that would need to be modified for two-way traffic. Due to

the time that has passed and the proposed changes to the area, this study should be updated. The study should consider the Land Use Concepts shown on Appendix G, and provide specific cost estimates. The City should consider making the recommended changes to these corridors prior to the redevelopment of the properties that are adjacent to these corridors because the changes to the corridors could impact where new buildings could be placed.

iv. Elm Street

Consider converting Elm Street to three-lanes and providing on-street parking and other streetscape improvements. See the 2017 Downtown Multi-modal Vision Plan for detailed recommendations of the proposed upgraded street.

Figure 1: Elm Street Cross-Section from the *Downtown Multi-modal Vision Plan*



4. Bus

If this area grows in intensity and density, there could be a need for additional mass transit. Therefore, the City should investigate the potential need to expand the Broad Avenue Bus Terminal. If an expansion of the terminal is needed it would need to be on the north side of the terminal to allow multiple buses to come in on both sides of the terminal. The expansion including a shelter with additional bus bays, could be placed on the north side of Broad Avenue. The impacts on these properties would need to be assessed.

5. Greenway

Continue to explore the feasibility of extending the greenway from Armstrong Park to downtown and to the Southside Neighborhood. *The High Point Bikeway, Greenway, and Trails Master Plan* includes a proposed north-south greenway that runs east of the study area through Oakwood Cemetery and parallel to Hamilton Street. The *Downtown Multi-modal Vision Plan* adds a fresh look at former greenway plans and adds new ones that include connecting to the proposed String and Splinter Heritage Trail that runs through the Southside neighborhood to the High Point Train Station Railroad Esplanade. The Railroad Esplanade is a greenway that runs east-west along the top of the railroad bank and connects to the proposed north-south greenway. See the *Downtown Multi-modal Vision Plan* for details.

Figure 2: Proposed Greenways from the *Downtown Multi-modal Vision Plan*



6. Electric

To maximize the use of the public realm and to provide an aesthetically pleasing place for High Point citizens, the City should place all overhead lines underground. This would include telephone, cable, and other overhead lines. Cost estimates should be prepared to place electric lines underground. The underground installation could be phased-in and should be done in conjunction with other infrastructure improvements within the street rights-of-way. There are private utilities in the study area such as, but not limited to: Duke Energy, North State, Spectrum, and Piedmont Natural Gas. All private utility providers will need to be consulted as development and infrastructure improvement plans are created.

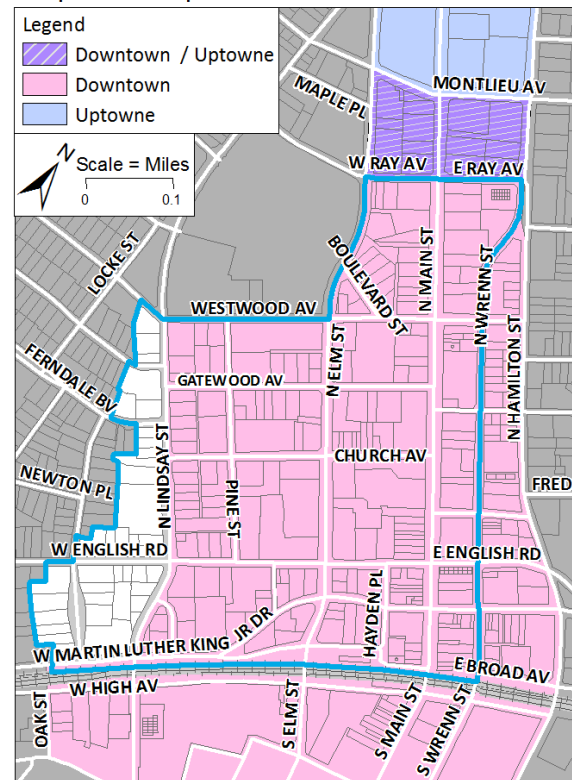
E. **Municipal Service Districts/ Incentives**

In 2015, the City established four Municipal Service Districts within the Core City to help revitalize the area and to enable the City to offer additional needed services. To encourage the type of development that is desired, it may be necessary to offer incentives. Currently the City offers incentives for industrial and office projects, but not for retail. Most of the study area is currently eligible for the Façade Improvement Program and the Development Incentive Grant. The following are recommendations for the City's Municipal Service Districts and incentives:

1. Expand the Downtown Municipal Service District (MSD) to cover the entire area that is recommended to be zoned to the Mixed-Use Downtown (MX-D) District.

2. Remove the overlap between the Downtown and Uptown Municipal Service Districts between Ray Avenue and Montlieu Avenue so that this area is within only one MSD. It is recommended that the division line between the two MSD's should match the zoning division line between the Main Street Sub-District B (MS-B) and the new Mixed-Use-Downtown (MX-D) District along Ray Avenue.
3. Repeal the Development Incentive Grant for this area because it would prevent the City from getting increased revenue generated from this area and it has not been used since it was adopted in 2015.
4. Explore an incentives policy for this area for retail projects (including restaurants) and smaller projects than the current incentives policy covers.

Map 7: Municipal Service District



VI. IMPLEMENTATION

This section of the plan summarizes the recommendations, identifies the primary responsible party for the task, and provides a recommended timeframe for completion. Immediate means that the task should already be underway or start as soon as the plan is adopted.

<u>Section</u> <u>V.</u>	<u>Recommendation</u>	<u>Page #</u>	<u>Responsible</u> <u>Party</u>	<u>Timeframe</u>
A	Land Use			
A.	Meet with developers to encourage them to invest in the area and build uses that are compatible with the suggested Land Use Concepts	9-10	Forward High Point, Econ. Dev. Corp. (EDC)	Immediate
B	Zoning			
B.1.	Establish a Mixed-Use Downtown (MX-D) District to cover most of the study area	10-11	Planning and Development (P&D)	Immediate
B.2.	Expand the boundaries of the Central Business (CB) District near MLK and Centennial Street and East Russell Avenue and Centennial Street	11-12	P&D	Immediate

C	Text Amendments			
C.1.	Establish CB as the district for new Market Showrooms	12	P&D	Immediate
C.2.	Amend nonconforming standards for Market Showrooms – two years to one year	12	P&D	Immediate
D	Public Infrastructure			
D.1.	Conduct a stormwater study	12	Public Services	
	Phase 1 – 11 ½ acres			Immediate
	Phase 2 – remainder of 131-acre study area			1-2 years
D.2.	Conduct a study of the water and sewer in the area and determine what type of upgrades may be needed to support the proposed land use recommendations.	12-13	Public Services	
	Phase 1 – 11 ½ acres			Immediate
	Phase 2 – remainder of 131-acre study area			1-2 years
D.3.	Create a name and branding for the area	13	Master Developer, City	6 months
D.3.	Create a streetscape plan covering all aspects of the public realm	13	Transportation, Master Developer	6 months
D.3.	Conduct a traffic analysis of the study area to assess traffic patterns and street cross-sections based on the proposed land use concepts	13-14	Transportation	6 months
D.4.	Investigate the potential need to expand the Broad Avenue Bus Terminal and the impacts that it will have on property on the north side of Broad Street.	14	Transportation	1-2 years
D.5.	Explore the feasibility of implementing the greenway recommendations of the <i>Downtown Multi-modal Vision Plan</i> .	15	Transportation, Parks and Recreation	1-2 years
D.6.	Prepare cost estimates to place electric lines underground.	15	Electric	6 months
D.6.	Consult with private utilities as infrastructure projects are planned and constructed	15	Public Services, Transportation, Electric, and Engineering	As needed
E	Municipal Service Districts/ Incentives			
E.1.	Expand the MSD boundary to match the Mixed-use zoning boundary	15	Forward High Point	12 months
E.2.	Remove the overlap between the Uptowne and the Downton MSD's	16	Forward High Point	12 months
E.3.	Repeal the Development Incentive Grant	16	Manager's Office	6 months

E.4.	Explore incentives for small businesses, retail and restaurants	16	EDC	6 months
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VII. APPENDIX

- A. Existing Stormwater Lines
- B. Existing Water Lines
- C. Existing Sewer lines
- D. Existing Lane Cross-Sections, Loading Zones and Courtesy Parking
- E. Existing Sidewalks, Bus Stops and Bus Routes
- F. Existing Electrical Lines
- G. Land Use Concepts
- H. Existing and Proposed Zoning
- I. 2014 Aerial

DOWNTOWN MIXED USE AREA PLAN

APPENDIX A: EXISTING STORMWATER LINES

Legend

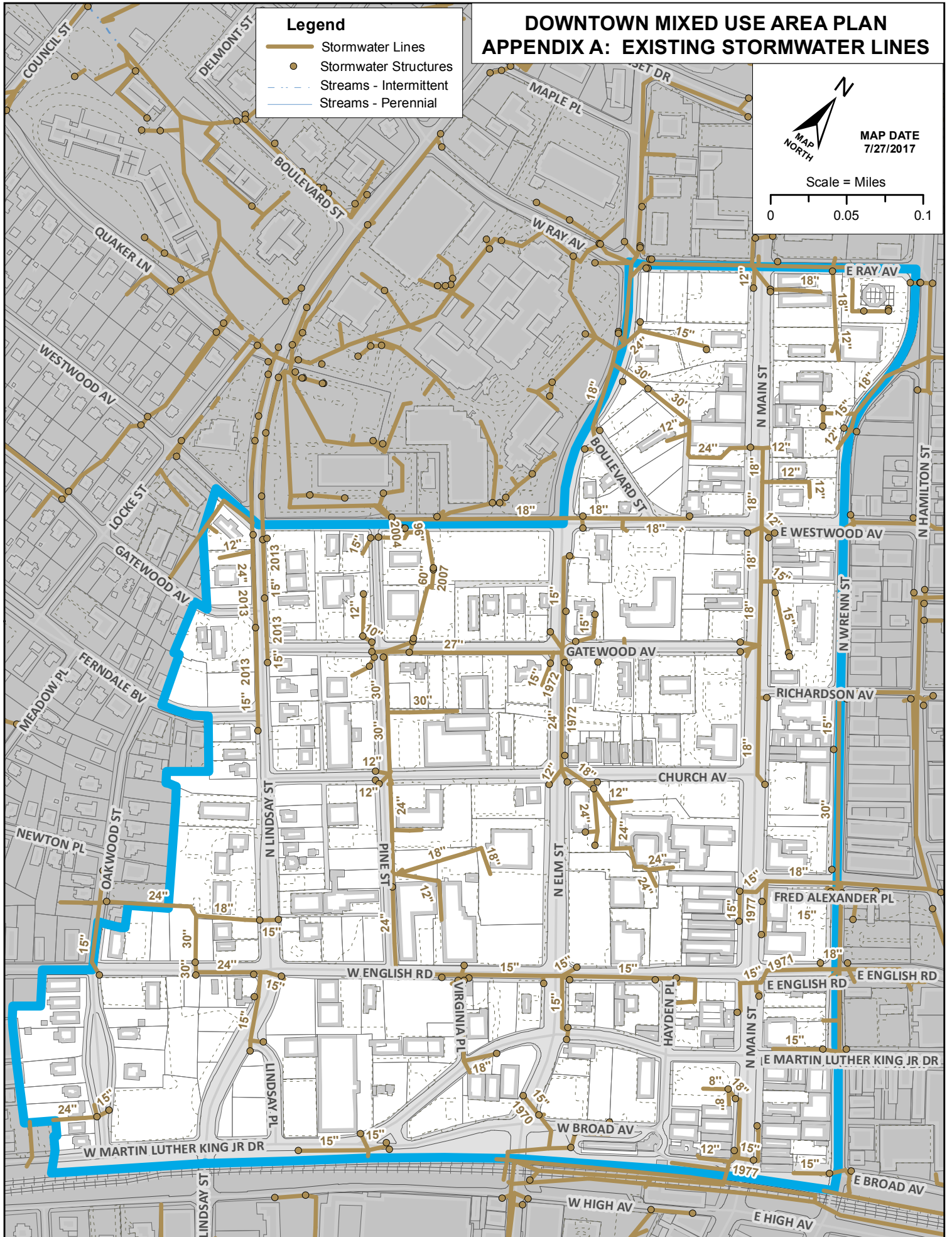
- Stormwater Lines
- Stormwater Structures
- Streams - Intermittent
- Streams - Perennial



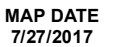
MAP DATE
7/27/2017

Scale = Miles

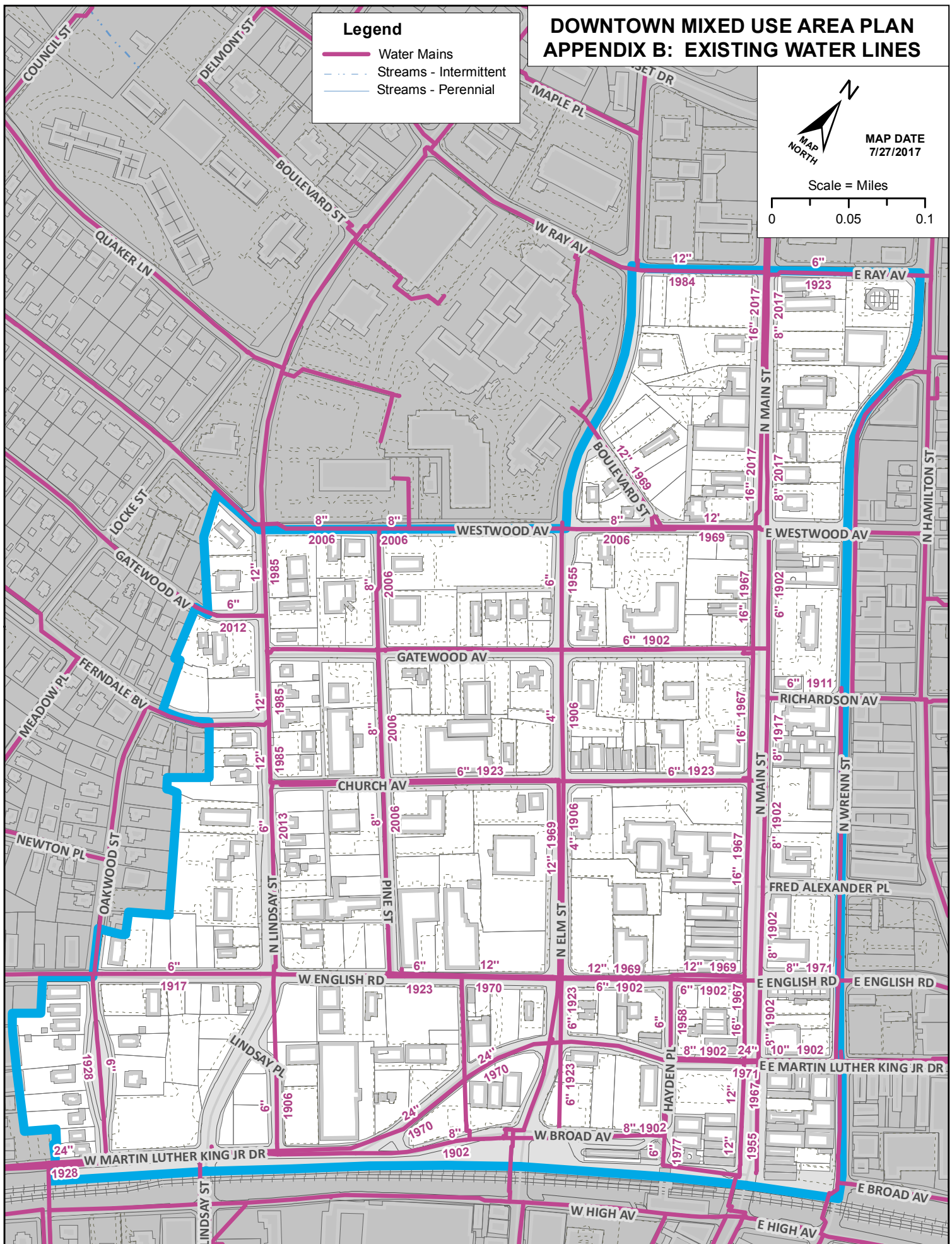
0 0.05 0.1



 Water Mains
 Streams - Intermittent
 Streams - Perennial



A horizontal number line with tick marks at 0, 0.025, 0.05, 0.075, and 0.1. The labels 0, 0.05, and 0.1 are placed below the line.



DOWNTOWN MIXED USE AREA PLAN
APPENDIX C: EXISTING SEWER LINES

Legend

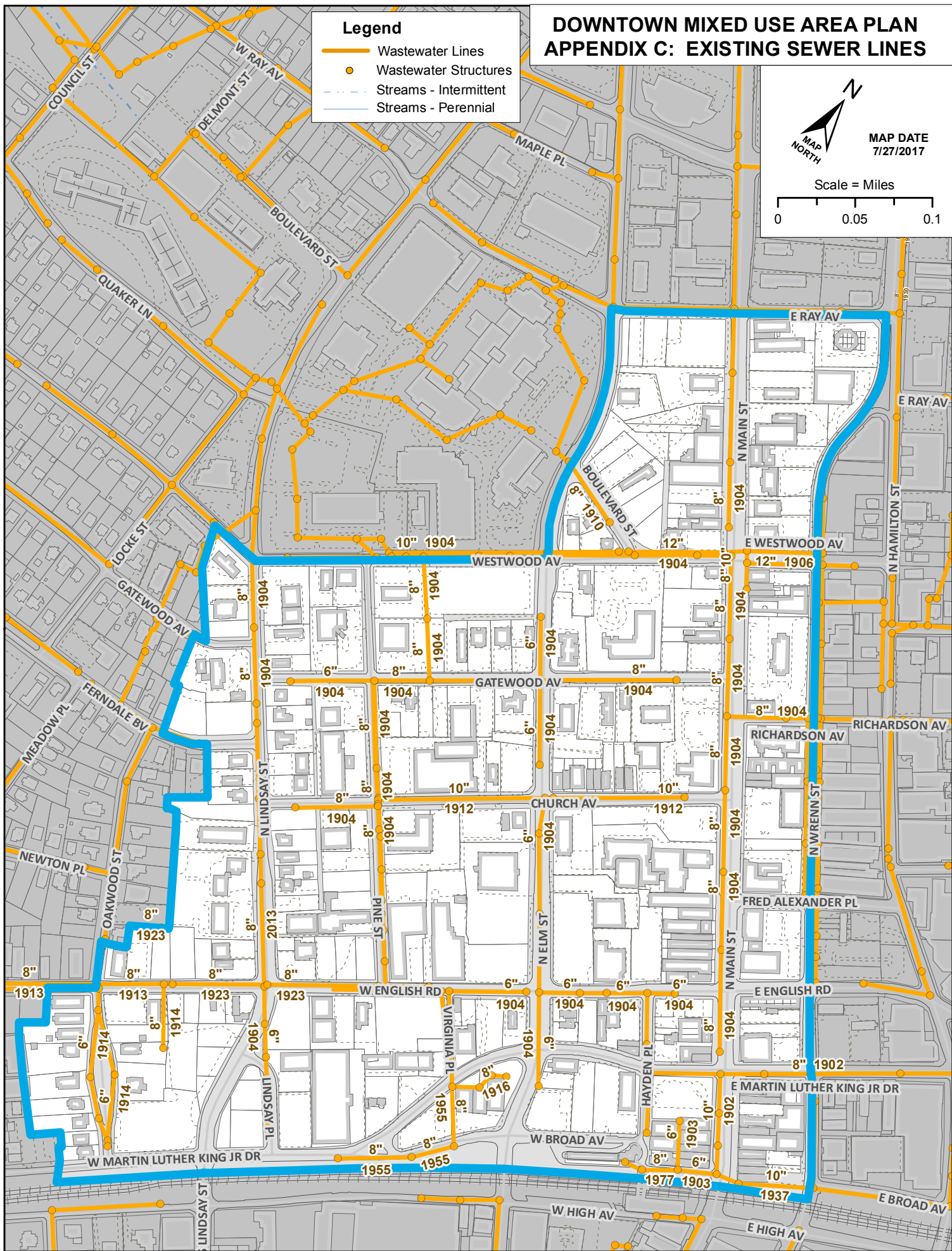
- Wastewater Lines
- Wastewater Structures
- Streams - Intermittent
- Streams - Perennial

MAP NORTH

MAP DATE
7/27/2017

Scale = Miles

0 0.05 0.1



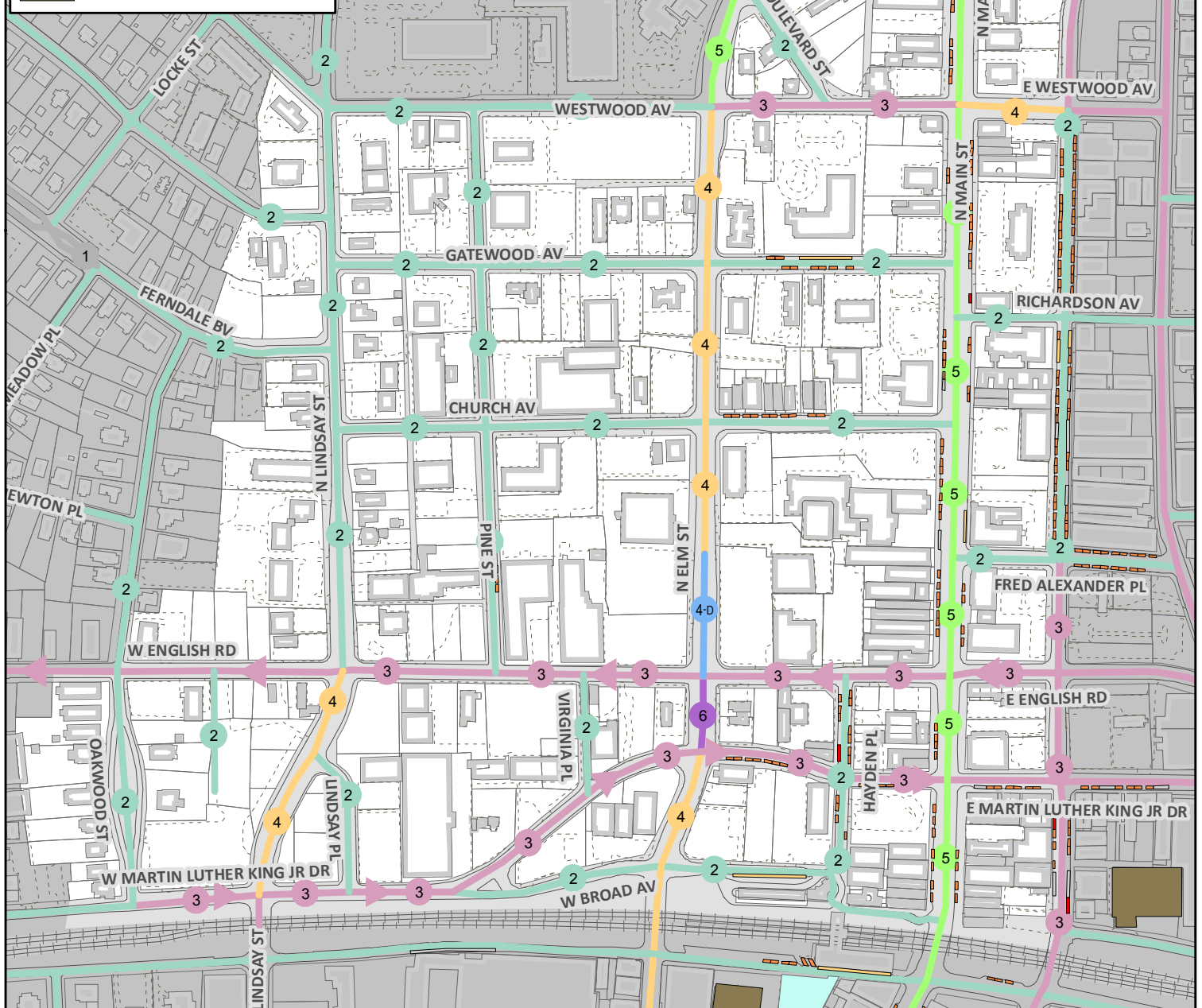
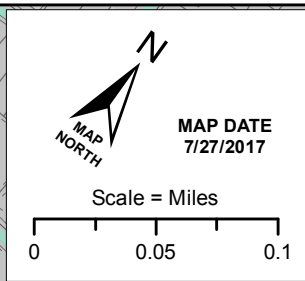
DOWNTOWN MIXED USE AREA PLAN APPENDIX D: EXISTING LANE CROSS-SECTIONS, LOADING ZONES AND COURTESY PARKING

Legend

Lane Cross-sections

- 1
- 2
- 3
- 4
- 4-D (Divided Lane)
- 5
- 6

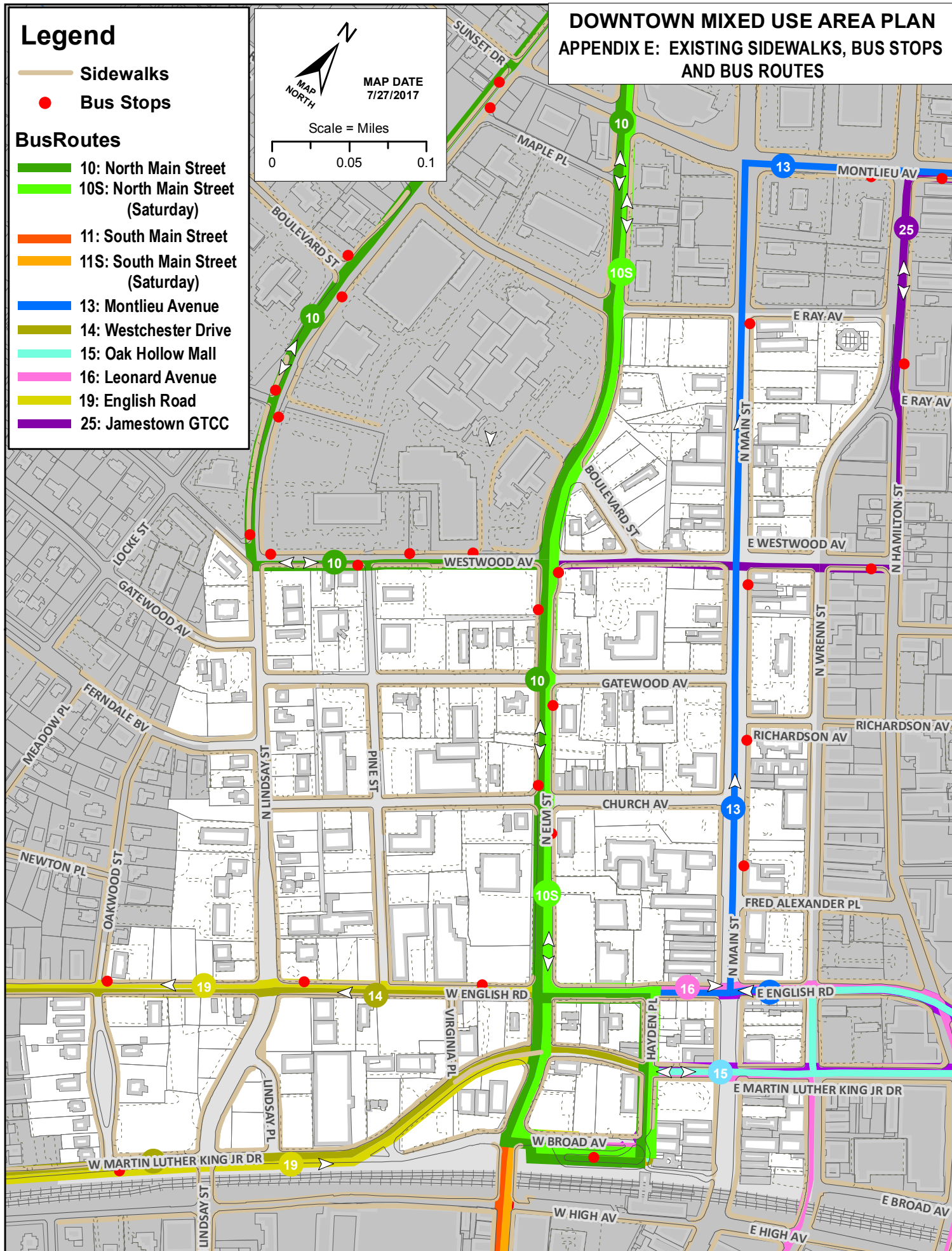
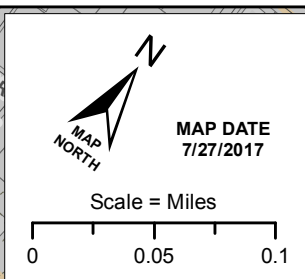
- COURTESY PARKING
- PASSENGER LOADING ZONE
- LOADING ZONE
- FREIGHT LOADING ZONE
- PARKING GARAGE



Legend

● Bus Stops

- 10: North Main Street
- 10S: North Main Street (Saturday)
- 11: South Main Street
- 11S: South Main Street (Saturday)
- 13: Montlieu Avenue
- 14: Westchester Drive
- 15: Oak Hollow Mall
- 16: Leonard Avenue
- 19: English Road
- 25: Jamestown GTCC



Legend

- Duke Energy Lines
- Electric (Overhead)
- Electric (Underground)
- Streams - Intermittent
- Streams - Perennial

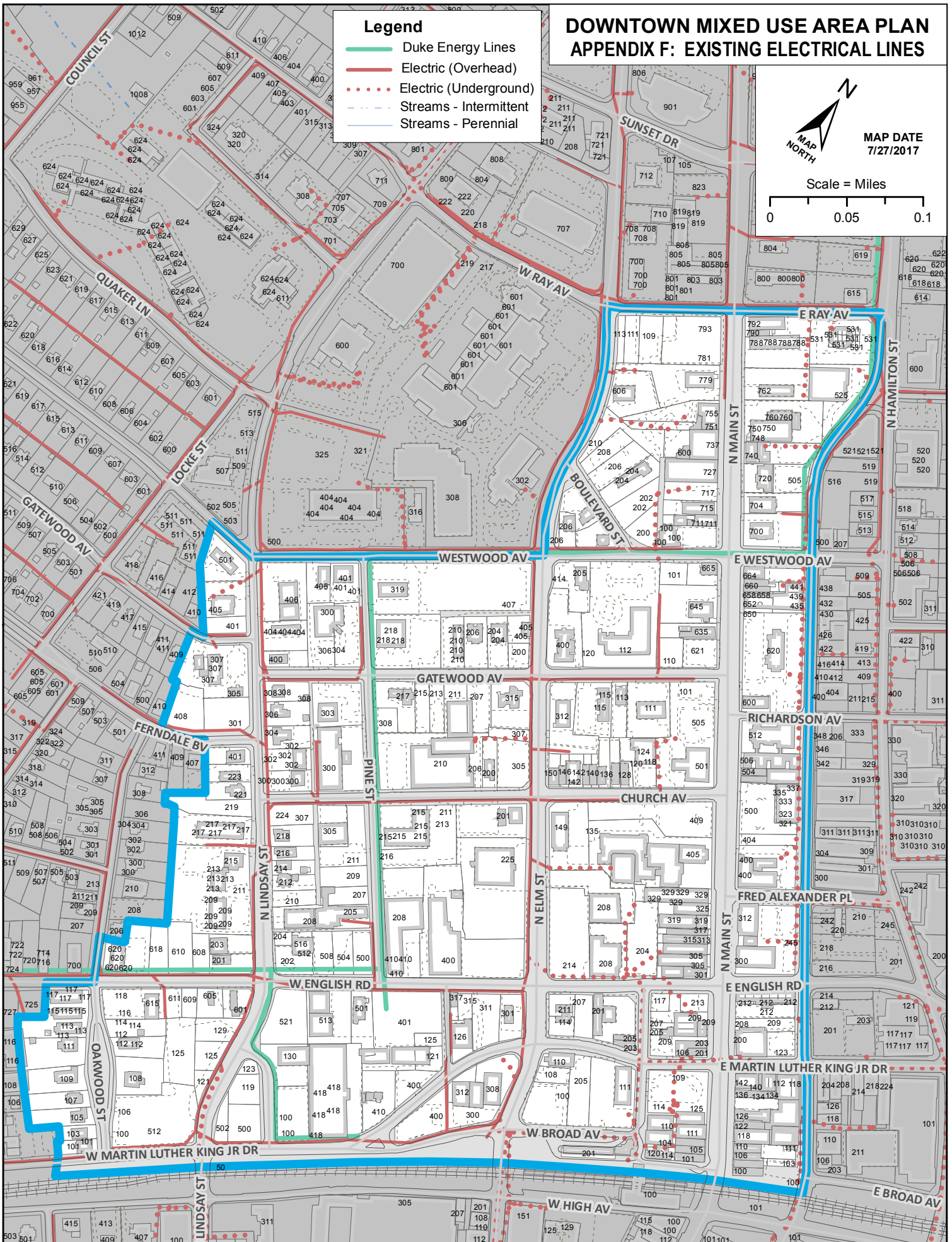
DOWNTOWN MIXED USE AREA PLAN APPENDIX F: EXISTING ELECTRICAL LINES



MAP DATE
7/27/2017

Scale = Miles

0 0.05 0.1

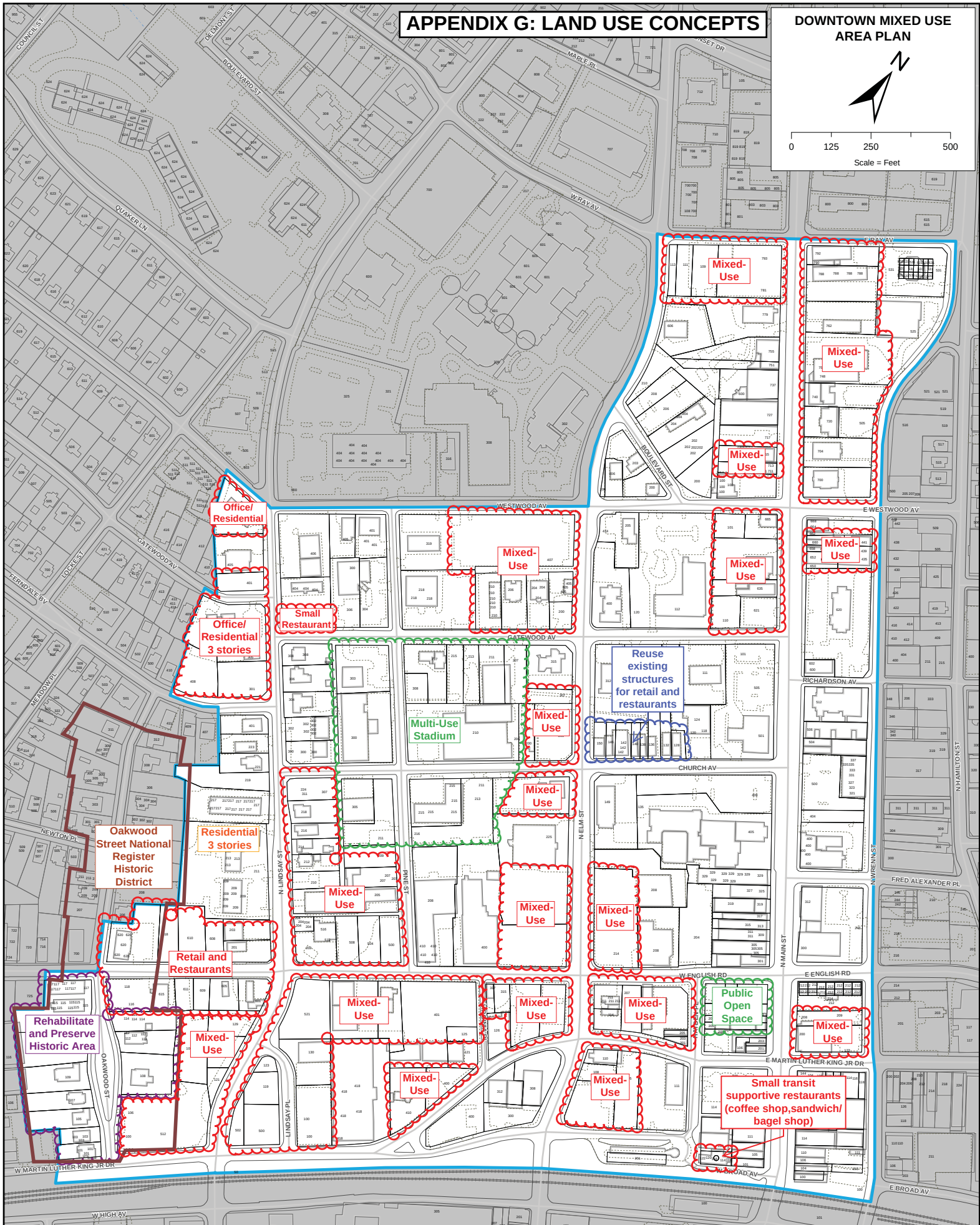


APPENDIX G: LAND USE CONCEPTS

DOWNTOWN MIXED USE AREA PLAN



0 125 250 500
Scale = Feet



DOWNTOWN MIXED USE AREA PLAN

APPENDIX H: EXISTING AND PROPOSED ZONING

Legend

 Zoning Boundaries

CB Central Business
GB General Business
HI Heavy Industrial
I Institutional
LB Limited Business
LI Light Industrial
MS Main Street
MX Mixed Use
OI Office Institutional
R-5 Residential Single Family-5
RM-16 Residential Multi-Family-16
RM-26 Residential Multi-Family-26
TO Transitional Office

PROPOSED ZONING BOUNDARY CHANGES

 MX - Downtown

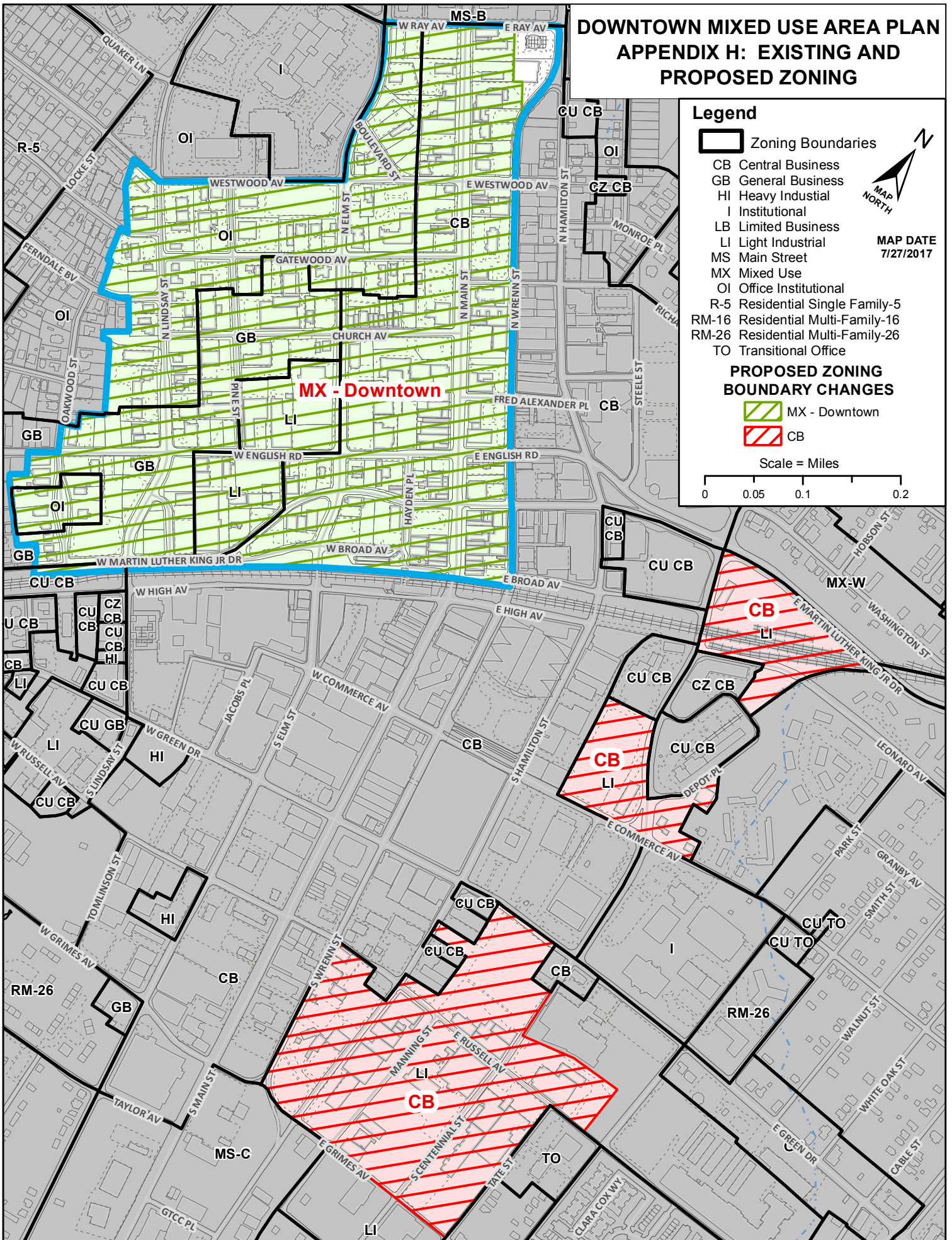
 CB

Scale = Miles

0 0.05 0.1 0.2



MAP DATE
7/27/2017



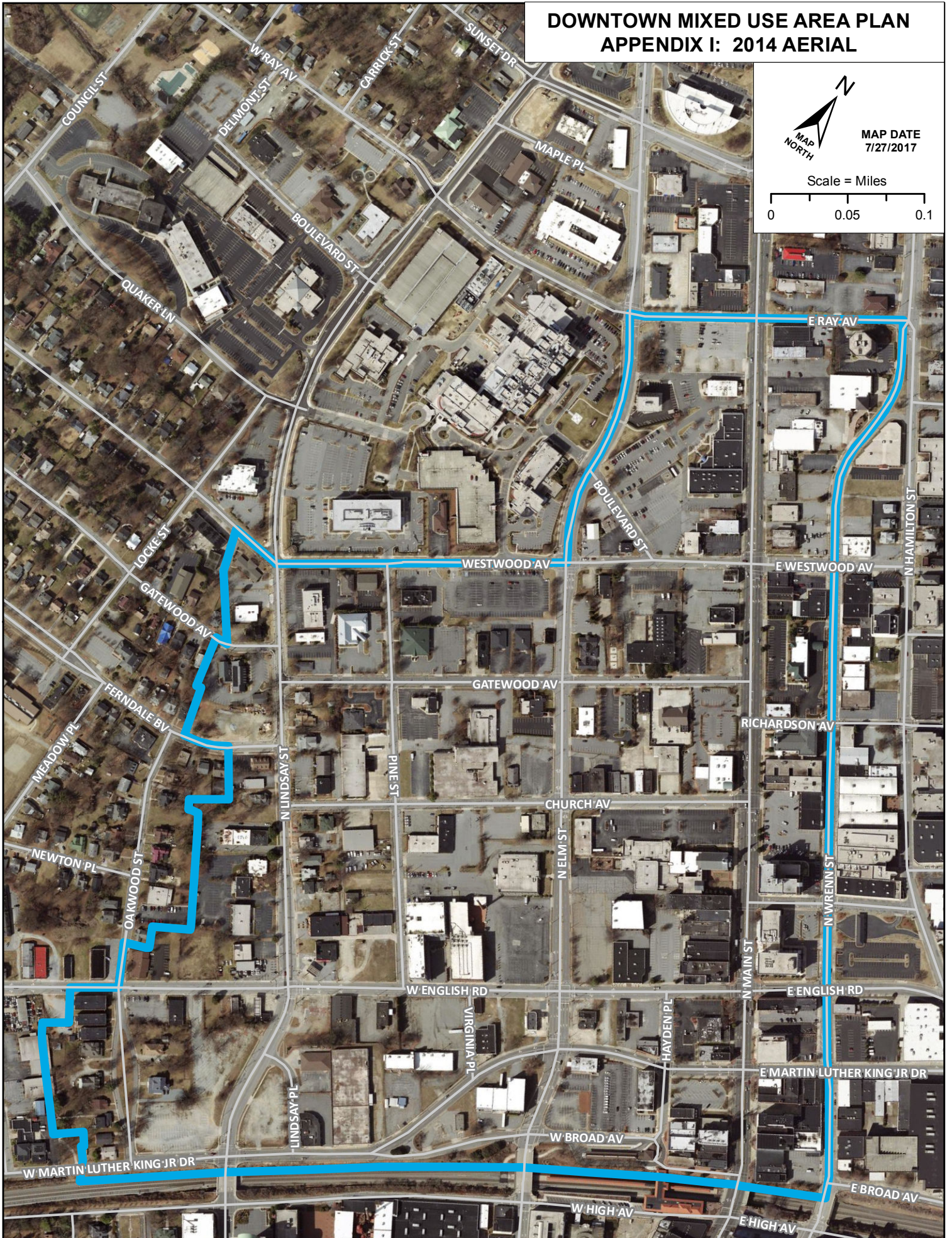
DOWNTOWN MIXED USE AREA PLAN APPENDIX I: 2014 AERIAL



MAP DATE
7/27/2017

Scale = Miles

0 0.05 0.1



CITY OF HIGH POINT

AGENDA ITEM



Title: Chemical Bid – Sludge Thickening and Dewatering Polymer

From: Terry Houk – Public Services Director

Derrick Boone, Asst. Public Services Director

Meeting Date:

September 18, 2017

Public Hearing: No

Advertising Date:

July 12, 2017

Advertised By:

Purchasing Department

Attachments: Attachment – Bid Tabulation Sheet

PURPOSE:

This product is used at the City's wastewater treatment facilities.

BACKGROUND:

Polymer is used to thicken and dewater solids as part of the wastewater treatment process. This contract is for the supply of the chemical to each of the following plants:

Eastside Wastewater Treatment Plant (WWTP)
Westside Wastewater Treatment Plant (WWTP)

Performance compliance testing has been completed at both wastewater treatment plants and the polymer product bid by Polydyne has met the performance testing requirements. The contract will be awarded for a three-year period beginning October 1, 2017 and ending September 30, 2020, with the option to renew for two additional one (1) year periods if terms and pricing are agreeable to both parties.

BUDGET IMPACT:

Funds for this are available in the FY 2017-2018 operating budgets.

RECOMMENDATION / ACTION REQUESTED: The Public Services Department recommends awarding the contract to Polydyne Inc. at the price of \$0.75 per neat pound. The annual award amount is \$120,614.00 based on estimated usage.



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: **Public Services**

COUNCIL AGENDA DATE: **September 18, 2017**

BID NO.: **07-082317** CONTRACT NO.: DATE OPENED: **Aug 23, 2017**

DESCRIPTION:

The chemical bid is for the purchase of sludge thickening and dewatering polymer for the treatment of wastewater. The contract price is for \$0.75 per neat pound of polymer.

PURPOSE:

The chemical is used to thicken and dewater sludge at the Eastside and Westside Wastewater Treatment Plants as part of the wastewater treatment process.

COMMENTS:

Polymer performance compliance testing has been completed at both wastewater treatment plants and the product bid by Polydyne has met the performance requirements.

RECOMMEND AWARD TO: **Polydyne Inc.** AMOUNT: **\$120,614.00**

JUSTIFICATION:

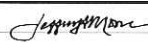
Polydyne Inc. is the lowest responsible bidder.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
621759	526103			\$113,774.00
621753	526103			\$6,840.00
TOTAL BUDGETED AMOUNT				\$120,614.00

DEPARTMENT HEAD: **Terry Houk** Digitally signed by Terry Houk
DN: cn=Terry Houk, o=City of High Point, ou=Public Services, email=terry.houk@highpointnc.gov, c=US
Date: 2017.09.07 12:27:16 -0400 DATE: **Sep 7, 2017**

The Purchasing Division concurs with recommendation submitted by the **Public Services** and recommends award to the lowest responsible, responsive bidder **Polydyne Inc.** in the amount of \$ **120,614.00**.

PURCHASING MANAGER: **Erik Conti** Digitally signed by Erik Conti
DN: cn=Erik Conti, o=eu, email=erik.conti@highpointnc.gov, c=US
Date: 2017.09.07 12:45:54 -0400 DATE: **Sep 7, 2017**

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR:  Digitally signed by Jeffrey A. Moore
DN: cn=Jeffrey A. Moore, o=City of High Point, NC, ou=Financial Services Director, email=jfmoore@highpointnc.gov, c=US
Date: 2017.09.07 16:45:55 -0400 DATE: **Sep 7, 2017**

CITY MANAGER: **Greg Demko** Digitally signed by Greg Demko
DN: cn=Greg Demko, o=High Point, ou=High Point, email=greg.demko@highpointnc.gov, c=US
Date: 2017.09.11 09:34:00 -0400 DATE: **Sep 11, 2017**

BID TABULATION
Bid 07-082317 Sludge Thickening and Dewatering Polymer

	Eastside Centrifuge			Westside Centrifuge			Westside RDT			
QTY	4,000			850			570			
UOM (Neat Pounds)	LBS			LBS			LBS			
VENDOR	UNIT COST	DOSAGE	TOTAL	UNIT COST	DOSAGE	TOTAL	UNIT COST	DOSAGE	TOTAL	TOTAL BID PRICE
Atlantco-SC	0.757	32	\$ 96,897.00	0.757	39	\$25,095.00	0.757	15	\$6,475.00	\$128,467.00
BASF Corporation	0.749	34.8	\$104,260.80	0.749	55.5	\$35,334.08	0.749	24.5	\$10,459.76	\$150,054.66
Solenis LLC	0.956	26	\$ 99,424.00	0.956	67	\$54,444.20	0.963	9	\$4,940.19	\$158,808.39
Polydyne Inc	0.78	30	\$ 93,600.00	0.78	40.5	\$26,851.50	0.78	16	\$7,113.60	\$127,565.10
Polydyne Inc	0.75	29	\$ 87,000.00	0.75	42	\$26,775.00	0.75	16	\$6,840.00	\$120,615.00

CITY OF HIGH POINT

AGENDA ITEM



Title: Request to Initiate Zoning Map Amendment

From: Lee Burnette, Planning & Development
Director

Meeting Date: September 18, 2017

Public Hearing: No

Advertising Date: N/A

Advertised By: N/A

Attachments: A. Memorandum
B. Zoning Map Amendment area

PURPOSE:

To initiate a zoning map amendment that changes approximately 51.5 acres from Zone 2 to Zone 3 of the Airport Overlay (ARO) District. The area lies along the north side of Willard Dairy Road, directly west of Shadow Ridge Drive.

BACKGROUND:

Memorandum explaining the request is enclosed.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

Staff requests that City Council initiate this zoning map amendment to the ARO District.



To: Honorable Mayor & City Council
From: G. Lee Burnette, AICP
Date: September 6, 2017
Subject: **Request to Initiate Zoning Map Amendment**

At the August 7, 2017 Manager's Briefing Session, I brought forth a request from Scott Wallace of Keystone Homes regarding a change to the City's Airport Overlay (ARO) District. The City Council voted during that meeting to place this item on an upcoming Council agenda to officially initiate a zoning map amendment to the ARO District.

The ARO District was established in 2003 and later amended in 2011 based upon the noise metrics contained in PTIA's PART 150 Airport Noise Study. Keystone Homes is interested in developing property on Williard Dairy Road currently in Zone 2 of the district. Zone 2 prohibits residential uses, thus the reason for their request.

At the briefing session, I explained that changing an approximate 51.5-acre area from Zone 2 to Zone 3 was feasible based upon the noise metrics the City uses for the district. Zone 3 would allow residential uses provided they meet a noise reduction design standard of 30dB. The ARO District requires the developer to provide the City a waiver of claim and to provide a disclosure statement to future owners of property. In addition, the area of change was reviewed with PTIA and they agree with the change provided an avigation easement is granted, which can be addressed with the rezoning of property.

Keystone Homes has filed applications for the property that request annexation, land use plan amendment and zoning map amendment. Staff recommends that the City Council initiate this amendment to the ARO District to allow consideration of these filed applications.

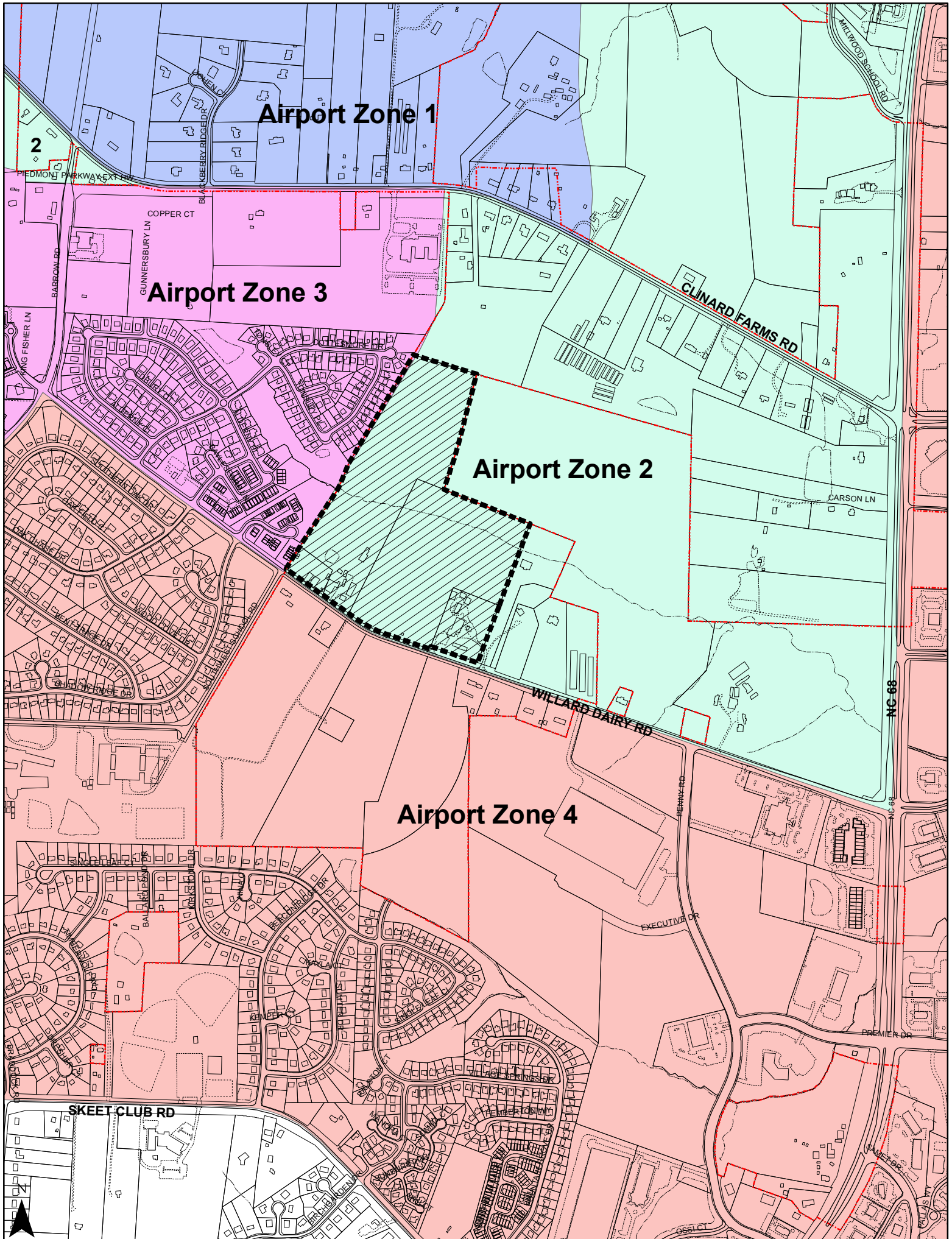
Airport Zone 1

2

Airport Zone 3

Airport Zone 2

Airport Zone 4



CITY OF HIGH POINT

AGENDA ITEM



Title: Appointment/Reappointments — Various Boards & Commissions

From: Council Member Alyce Hill
Council Member Jay Wagner
Council Member Jeff Golden
Council Member Chris Williams
Mayor Bill Bencini

Meeting Date: September 18, 2017

Public Hearing: N/A

**Advertising Date /
Advertised By:**

Attachments: Bio of Mr. Davis

PURPOSE:

To make the following appointment/reappointments to various Boards and Commissions.

BACKGROUND:

Council Member Alyce Hill is recommending that Council confirm the appointment of Mr. Robert Davis to the Parks & Recreation Commission as the Ward 3 appointment. Appointment will be effective immediately and will expire July 1, 2020.

Council Member Jay Wagner is recommending that Council confirm the reappointment of Mr. Rick Cornwell to the Library Board of Trustees as the Ward 4 appointment. Reappointment will be effective October 31, 2017 and will expire October 31, 2020.

Mayor Bencini is recommending that Council confirm the reappointment of Elizabeth Koonce to the ABC Board. Reappointment will be effective 11/15/2017 and will expire 11/15/2020.

Council Member Jeff Golden is requesting that Council confirm the reappointment of Marie Stone to the Planning and Zoning Commission as the Ward 1 appointment. Reappointment will be effective immediately and will expire 7/1/2020.

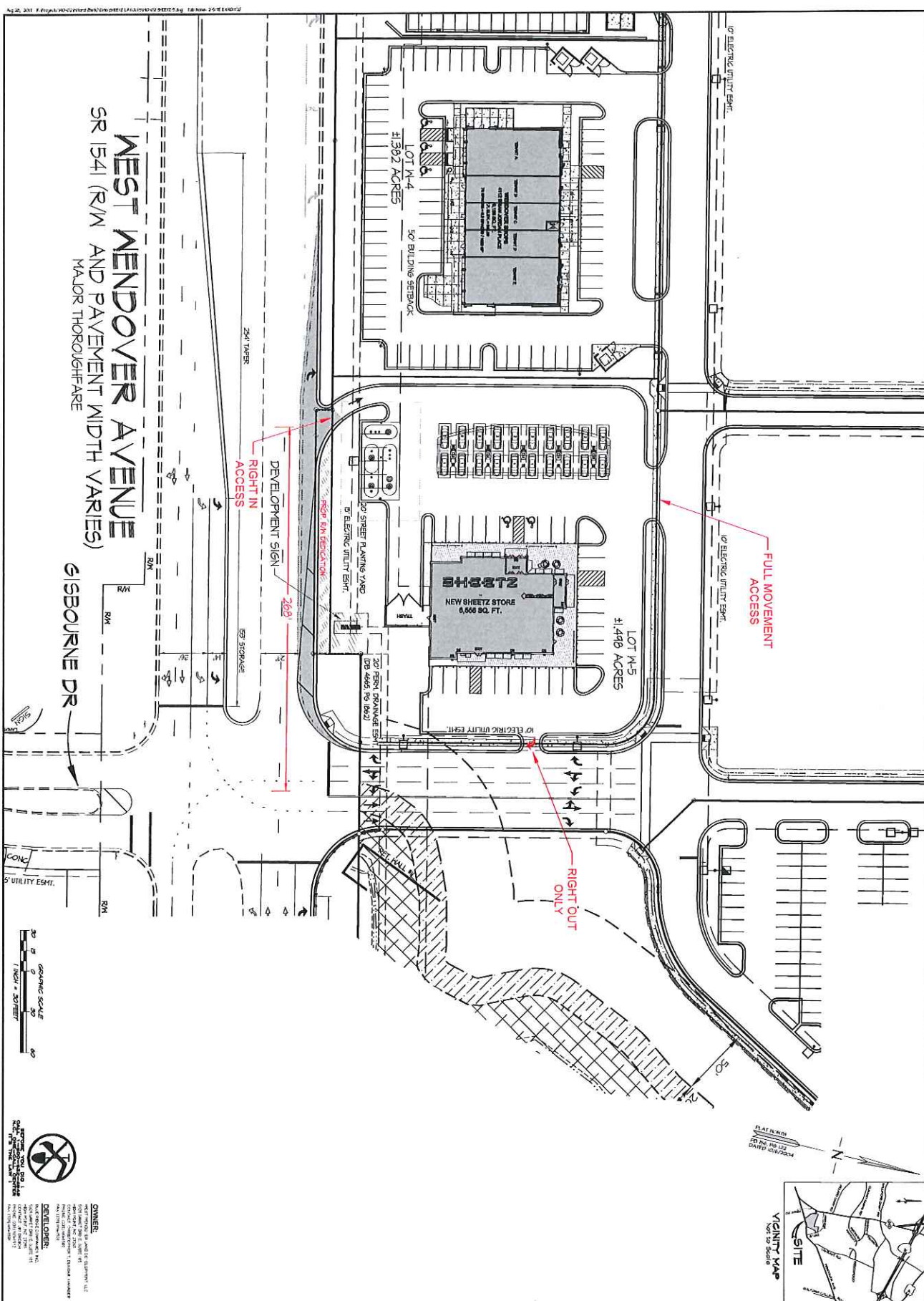
Council Member Williams is requesting the reappointment of Julius Clark to the Historic Preservation Commission as the Ward 2 appointment. Appointment will be effective immediately and will expire 7/1/2020.

BUDGET IMPACT:

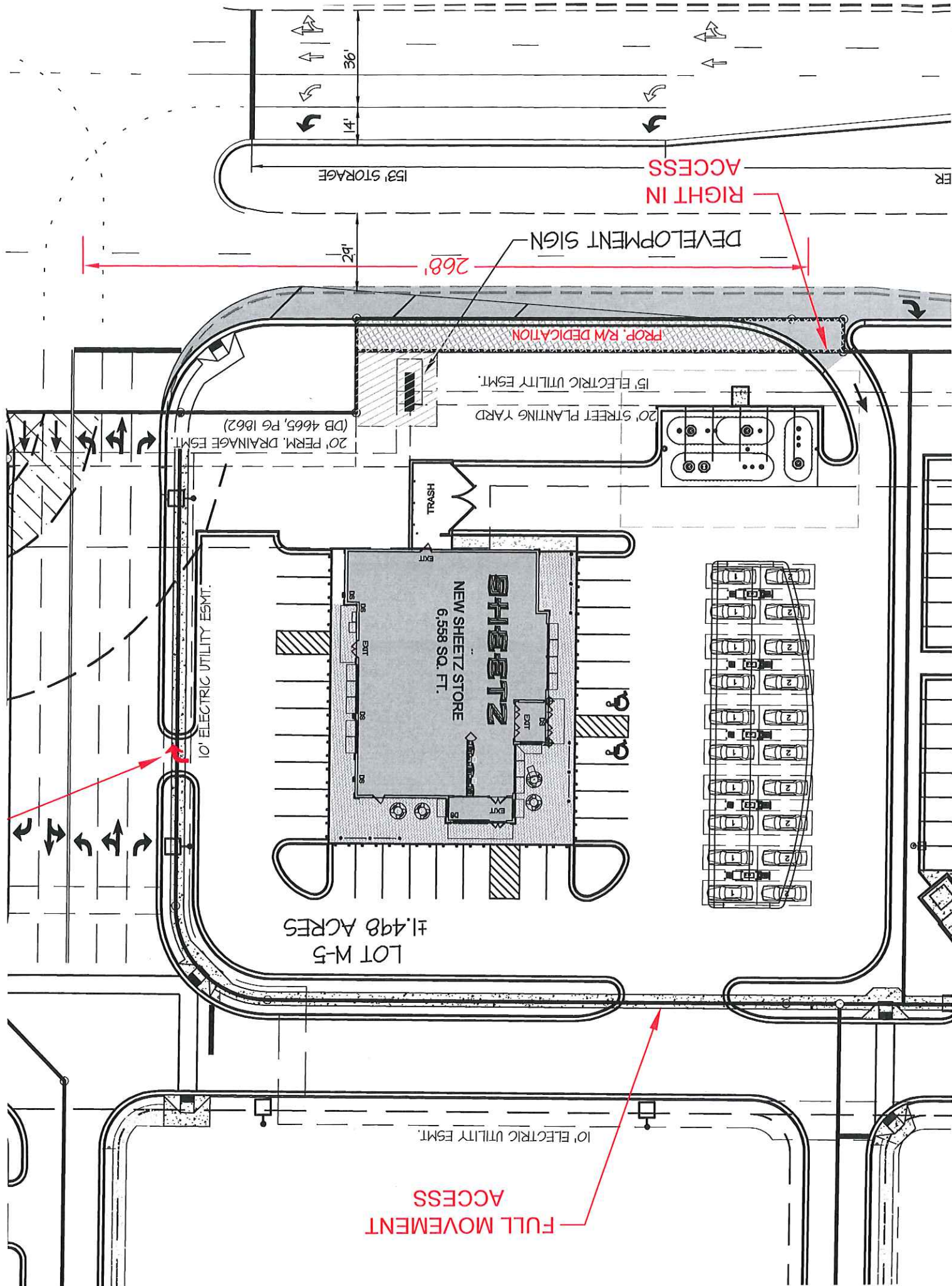
N/A

RECOMMENDATION / ACTION REQUESTED:

Council is requested to confirm the above mentioned appointment/reappointments.



LOT W-5 SKETCH PLAN INTEGRATED MULTIPLE USE DEVELOPMENT (IMUD) PALLADIUM AT DEEP RIVER - PHASE II HIGH POINT TOWNSHIP ~ GUILFORD COUNTY HIGH POINT ~ NORTH CAROLINA		ENGINEERING AND SURVEYING, INC. LAND DEVELOPMENT CONSULTING CORPORATE LICENSE NUMBER C-1315 4400 TYING STREET 18511 POINT, NORTH CAROLINA 27265 PHONE: (336) 812-6600 ~ FAX: (336) 812-6100		REVISIONS
OWNER: HIGH POINT TOWNSHIP AND GUILFORD COUNTY 1000 NORTH CAROLINA STREET HIGH POINT, NC 27265	DATE: 8/28/2017	PROJECT: IMUD-02	DRAWN BY: TBS/SM	
SHEET C-2				





Transportation

PAT McCrory
Governor

NICHOLAS J. TENNYSON
Secretary

August 4, 2016

Mr. Mike Fox
Attorney at Law
Tuggle Duggins P.A.
P. O. Box 2888
Greensboro, NC 27402

Dear Mike:

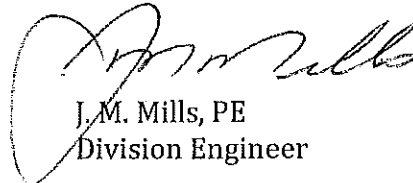
This is to advise that based on the information provided, and also based on our current Driveway Policy, NCDOT would be agreeable to a right in only deceleration lane, from westbound Wendover Ave., to the proposed Sheetz development, at the Palladium development. This approval does not pertain to any other driveway access into, or out of, this property.

However, and as you are aware, since this proposed site is located within the City of High Point, any request for a Driveway Permit must be jointly reviewed, and approved, by both governmental entities, with compliance to the usually more restrictive local ordinance.

Therefore, even though this requested right in only deceleration lane does meet NCDOT's Driveway policy, you will need to have this reviewed by the City of High Point to ensure that it meets their City driveway ordinance, the Wendover Corridor Plan that was adopted by the City of High Point in 1995 and any current zoning restrictions.

If you have any questions, please do not hesitate to let me know.

Sincerely,



J. M. Mills, PE
Division Engineer

JMM/jm

Cc: Mr. Bobby Norris

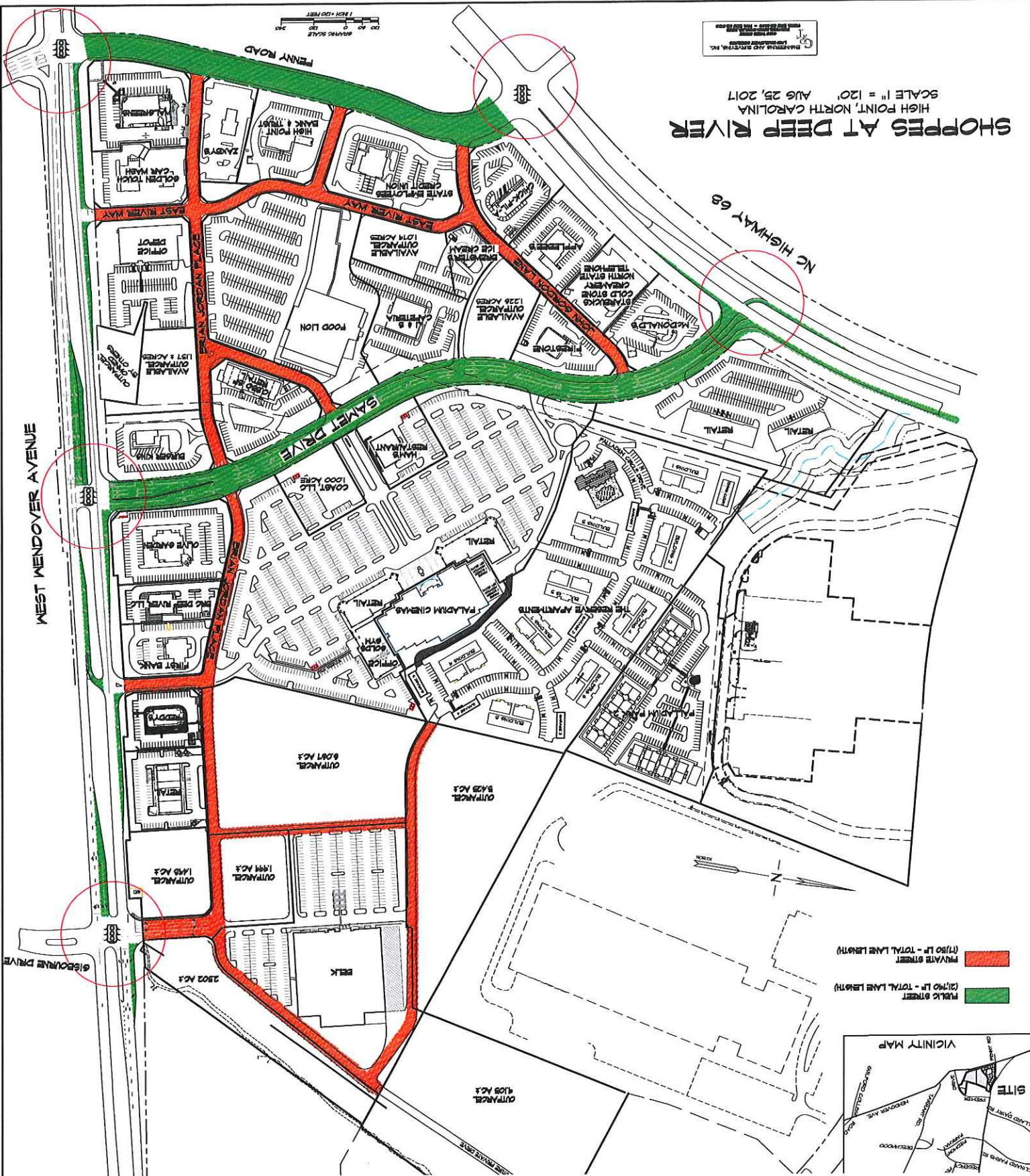
 Nothing Compares™

SHOPPES AT DEEP RIVER

SCALE 1" = 120' AUG 25, 2017
HIGH POINT, NORTH CAROLINA

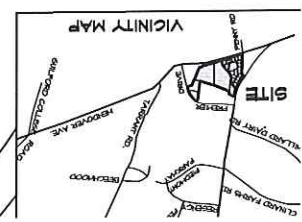
PLANNING AND DESIGN, INC.
ARCHITECTS AND ENGINEERS, INC.
1000 W. 10TH STREET, SUITE 200
HIGH POINT, NC 27030
TEL: 800.441.1111

GRAPHIC SCALE
1" = 120' FEET
0 100 200



Public Street
(2170 LF - TOTAL LAKE LENGTH)

Private Street
(7150 LF - TOTAL LAKE LENGTH)



HERBERT SHANNON JR

From: Cogburn, Clinton H. <CCogburn@tuggleduggins.com>
Sent: Tuesday, September 05, 2017 5:26 PM
To: HERBERT SHANNON JR
Cc: Fox, Michael; Judy Stalder; Duggins, Nathan
Subject: RE: Sheetz Plan

Herb,

Mike asked me to contact you in regards to our application. We are proposing two amendment to our zoning proposal:

1. Withdrawing the condition concerning air pumps and hoses
2. Withdrawing the condition concerning the right-of-way

With those withdrawals, the zoning proposal should now only include one condition regarding access to the site.

Additionally, Mike and Nathan have been in contact with Mark McDonald at City of High Point Transportation regarding transportation and access issues. In their discussion, Mark indicated that Transportation was likely amending their portion of the staff report regarding access, specifically regarding the access off of Gisbourne Drive. We just want to make sure the correct information is communicated to High Point City Council and understand what will be included in the final staff report.

Thanks,

Clint H Cogburn
Tuggle Duggins P.A.
100 N. Greene Street, Suite 600
Greensboro, NC 27401
T 336-271-5256 | F 336-274-6590
CCogburn@tuggleduggins.com
www.tuggleduggins.com

NOTICE:	DISCLOSURE:
Legally privileged and confidential information may be contained in this message and is intended only for the use of the individual or entity to whom it is addressed. Any dissemination, distribution, printing or copying of this material by anyone other than the intended recipient is strictly prohibited. If you have received this communication in error, please notify us immediately.	Accounting, business or tax advice, if any, contained in this communication, including attachments, is not intended as a thorough analysis of specific issues, or a substitute for a formal opinion, nor is it sufficient to avoid tax-related penalties.

From: HERBERT SHANNON JR [mailto:herb.shannon@highpointnc.gov]
Sent: Thursday, August 31, 2017 3:33 PM
To: Judy Stalder

Office of the Mayor
City of High Point
North Carolina

PROCLAMATION...

- WHEREAS,** National Recovery Month has been celebrated every September since 1989 and is sponsored by the Substance Abuse and Mental Health Services Administration; and
- WHEREAS,** National Recovery Month raises awareness and increased understanding of substance abuse and mental illness issues. National Recovery Month spreads the positive message that behavioral health is essential to overall health and that people can recover; and
- WHEREAS,** National Recovery Month advocates for treatment for substance use disorders and mental health disorders by increasing awareness about the plights of addiction and the effectiveness of proper treatment; and
- WHEREAS,** National Recovery Month is a platform to celebrate people in all forms of recovery and those who serve them, inspiring hundreds of events each year; and
- WHEREAS,** National Recovery Month is highlighting the importance of speaking out about recovery with this year's theme, "*Join The Voices For Recovery: Our Families, Our Stories, our Recovery!*"; and
- WHEREAS,** behavioral health is an essential part of health and one's overall wellness and prevention of mental and/or substance use disorders works, treatment is effective, and people recover in our area and around the nation; and
- WHEREAS,** we must encourage relatives and friends of people with mental and/or substance use disorders to implement preventive measures, recognize the signs of a problem, and guide those in need to appropriate treatment and recovery support services; and
- WHEREAS,** to help more people achieve and sustain long-term recovery, the U.S. Department of Health and Human Services (HHS), the Substance Abuse and Mental Health Services Administration (SAMHSA), the White House Office of National Drug Control Policy (ONDCP), and Caring Services, Inc. of High Point invite all residents of Guilford County to participate in National Recovery Month; and

NOW, THEREFORE, BE IT RESOLVED that I, William S. Bencini, Jr., Mayor of the City of High Point, do hereby proclaim the month of September 2017 as

NATIONAL RECOVERY MONTH

In High Point and call upon the people of High Point to observe this month with appropriate programs, activities, and ceremonies to support this year's Recovery Month theme: "*Join the Voices for Recovery: Our Families, Our Stories, Our Recovery!*"



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of High Point, North Carolina this 18th day of September 2017.


William S. Bencini, Jr., Mayor

CITY OF HIGH POINT

AGENDA ITEM

**Title: Pike Electric Contract Extension****From:** Garey S. Edwards, Electric Utilities Director**Meeting Date:** September 18, 2017**Public Hearing:** N/A**Advertising Date /****Advertised By:** N/A**Attachments:** Attachment A: Pike Electric proposed increase

PURPOSE:

To extend the existing contract with Pike Electric for two years.

BACKGROUND:

This is an extension of Bid #13-082813. The original contract period is for two years, ending on September 20, 2015, for \$2.15 million dollars. The contract was extended on September 8, 2015, for \$2.6 million dollars. Under the conditions set in the original contract, we can extend the initial contract for two (2)-2 year terms (total of 4 years). This is the second two-year extension. Pike has requested a 9.1% increase in the contract for the next two years, this would change the annual cost to \$2.46 million per year. This increase is to cover the salary escalations the industry is seeing at this time. This pressure is a direct result of the heightened demand for linemen in the area/country, mostly due to expansion of fiber optic systems (Google, Fibertech and others), Duke's system modernization. Pike will use this increase to retain their existing linemen here in High Point.

Pike has provided the City of High Point with excellent service over the past several years.

BUDGET IMPACT:

We have budgeted adequate funds for this proposal.

RECOMMENDATION / ACTION REQUESTED:

City Council is requested to approve this extension to the Pike Electric contract/agreement in the amount of \$2.46 million per year.



PIKE ELECTRIC, LLC, P.O. BOX 868, 100 PIKE WAY, MOUNT AIRY, NC 27030 TELEPHONE: 336-789-2171

August 25, 2017

Ms. Libby Rush
City of High Point
Purchasing Division
211 S. Hamilton Street
High Point, NC 27260

Subject: Extend Bid #13-082813

Dear Libby,

Pike Electric would like to propose the attached increases to Distribution Labor billing rates to extend our current contract. Through recent events, an increase to labor rates has taken place in our market. To maintain the current workforce we have in place, we feel it is necessary to raise our current pay rates. In addition, we have two equipment types that were priced below cost and we would like to take this opportunity to adjust those. There are currently only two pieces of equipment we use on your system this will affect, 37U and 38T. I will have those pieces of equipment highlighted on the equipment schedule. If High Point agrees with our proposal, we can extend our current contract per the terms and conditions.

Sincerely,

A handwritten signature in black ink that reads "Randy Fields".

Randy Fields
Contract Administrator
336-719-4468
rfields@pike.com



PIKE ELECTRIC, LLC, P.O. BOX 868, 100 PIKE WAY, MOUNT AIRY, NC 27030 TELEPHONE: 336-789-2171

City of High Point

P. O. Box 230

High Point, NC 27361

Distribution Overhead Line Construction

UP Job Code	UP Job Code	Current Bill Rate S/T	Proposed Bill Rate S/T	Proposed Bill Rate O/T
SS	Superintendent	\$ 57.27	\$ 63.00	\$ 94.50
WF	Working Foreman	\$ 50.49	\$ 55.54	\$ 83.31
AL	A-Lineman	\$ 47.53	\$ 52.28	\$ 78.42
BL	B-Lineman	\$ 38.51	\$ 42.36	\$ 63.54
CL	C-Lineman	\$ 35.05	\$ 38.56	\$ 57.83
GM	Groundman	\$ 23.29	\$ 25.62	\$ 38.43

Distribution Underground Line Construction

UP Job Code	UP Job Code	Current Bill Rate	Proposed Bill Rate S/T	Proposed Bill Rate O/T
WF	Working Foreman	\$ 50.49	\$ 55.54	\$ 83.31
AL	A-Lineman	\$ 47.53	\$ 52.28	\$ 78.42
BL	B-Lineman	\$ 38.51	\$ 42.36	\$ 63.54
CL	C-Lineman	\$ 35.05	\$ 38.56	\$ 57.83
GM	Groundman	\$ 23.29	\$ 25.62	\$ 38.43

NO INCREASE TO EQUIPMENT RATES

with the exception of 38's and 37's. Affected Equipment on Site highlighted.

EquipmentClassID	EquipmentID	Equip Category ID	Regular Rate
01D	Air Compressor - 185 CFM	SUP	\$7.15
01G	Air Compressor, diesel-powered, skid-mounted, to 175 CFM	MISC	\$5.85
04A	Automobile, supervisor, sedan	MISC	\$5.85
05A	Backhoe, w/loader, 7.5' depth, 4x4 (Kubota B21 or equal)	URD	\$9.01
05D	Backhoe, w/loader, 17' depth, 3' extendable dipstick	URD	\$19.17
05E	Backhoe, skid steer loader, w/attachments, auger, pole handler, (Toyota or equivalent)	URD	\$10.45
05G	Backhoe, w/loader, 14' depth, 4x2, 88 hp, (John Deere or equivalent)	URD	\$17.14
05H	Backhoe, w/loader, 14' depth, 4x2, 88 hp, (John Deere or equivalent) w/mounted hyd. Breaker	URD	\$19.17
05J	Backhoe, w/loader, 14' depth, 4x4 (John Deere 310SG or Ford 555D)	URD	\$19.17
05K	Backhoe, excavator, 12.5' digging depth, rubber track, diesel engine, backfill blade, standard	URD	\$19.17
05M	Backhoe, w/loader, 14' depth, (555E Ford or equivalent) with mounted hyd. Breaker	URD	\$19.17
05N	Backhoe, excavator, 10' depth, tracked w/backfill blade, 8500 lb. Class	URD	\$17.14
05P	Backhoe, Case Skid Steer w/dirt bucket, rock rake forks	URD	\$9.01
05R	Backhoe, excavator, 5' 7" depth, rubber tracks, backfill blade, 1900 lb. Class, diesel engine	URD	\$9.01
05S	Backhoe, with front loader, 14' digging depth, with mounted hydraulic breaker (Case Super M)	URD	\$19.17
05Y	Backhoe, excavator, diesel engine, 54 hp, backfill blade, 15,124 lb. class 12.5' digging depth	URD	\$19.17
06D	Boring Machine, earth auger, trailer mounted, w/hydraulic power unit	URD	\$8.42
06E	Boring Machine, air-powered, (Hole Hog)	URD	\$8.42
06M	Boring Machine, fluid assisted, directional (Vermeer Navigator D24X40A or equal), trailer-	URD	\$52.20
06P	Boring Machine, fluid assisted, directional (Vermeer Navigator 16X20 or equal), trailer-	URD	\$48.56

08A	Bucket, 2-man aerial lift, truck-mounted, (4x4) 61' to 65' class w/front winch	OHD	\$28.52
08C	Bucket, 1-man aerial lift, truck-mounted, 36' to 40' class	OHD	\$16.43
08D	Bucket, 1-man aerial lift, truck-mounted, super duty chassis, service body, 37' to 45' class	OHD	\$16.43
08F	Bucket, 1-man aerial lift, skidder-mounted, (4x4) 51' to 55' class w/dozer blade	OHD	\$32.78
08G	Bucket, 2-man aerial lift, truck-mounted, 51' to 55' class	OHD	\$18.21
08H	Bucket, 2-man aerial lift, truck-mounted, 100' class, (6X4), double elevator	OHD	\$43.89
08I	Bucket, 1-man aerial lift, truck-mounted, (4x4) service body, 37' to 45' class	OHD	\$21.46
08N	Bucket, 2-man aerial lift, truck-mounted, material handler, 55' to bottom of basket, 60'	OHD	\$18.81
08P	Bucket, 2-man aerial lift/material handler, truck mounted, (6x6) 66' to 70' class w/	OHD	\$32.78
08R	Bucket, 2-man aerial lift, 93' with telescopic upper boom, material handler, 1000 lb. In any	OHD	\$34.59
08S	Bucket, 2-man aerial lift, truck-mounted, material handler, 55' to bottom of basket, 60'	OHD	\$20.34
08Z	Bucket, 2-man aerial lift, truck-mounted, 61' to 65' class, front winch	OHD	\$25.49
10N	Manlift, 4x4, 45' reach, Genie or equal	MISC	\$4.44
10P	Backyard bucket, powered by a self-propelled motorized carrier	MISC	\$4.87
11A	Conductor Stringing Blocks, X-100, Any Type Mount	MISC	\$0.04
11B	Conductor Stringing Blocks, 8" Static	MISC	\$5.61
11E	Conductor Stringing Blocks, 16' Alum. Lined	MISC	\$9.34
11F	Conductor Stringing Blocks, 22' Alum. Lined	MISC	\$14.03
11G	Conductor Stringing Blocks, 22' Alum. Lined, Bundled	MISC	\$54.24
11H	Conductor Stringing Blocks, 28' Alum. Lined	MISC	\$20.57
12P	Crane, rubber tired truck crane, 50 ton	MISC	\$48.56
13H	Crawler tractor, with dozer attachment and winch, 80 to 100 hp	SUP	\$33.99
14J	Track vehicle, Go-Tract GT-3000 Carrier, w/heavy duty hydraulic rotating derrick	MISC	\$60.70
15C	Digger, truck mounted, (6x6), (Texoma 330-15)	OHD	\$44.30
15E	Digger, truck mounted, (6x6), (Texoma 600-35)	MISC	\$54.63
17D	Forklift, 8000 lb. capacity, 14' lift	MISC	\$12.99
17E	Forklift, 5000 lb. capacity, 10' lift	MISC	\$7.46
18A	Generator, portable, 3500 watts	MISC	\$2.10
19C	Miscellaneous equipment & tools, Detour-Lite, trailer-mounted w/generator (Amida Model	MISC	\$4.68

19R	Miscellaneous equipment & tools, utility vehicle, 4x2 w/rubber tires, dump bed & 500 lb.	MISC	\$2.41
20A	Line truck, (4x4), heavy, hydraulic rotating derrick, 13,000 lb. maximum lift, (Commander	OHD	\$26.71
20B	Line truck, (4x4), hydraulic rotating derrick, (Commander 4047 or equal)	OHD	\$24.28
20E	Line truck, (4X2), medium duty rear center mount, powered 3rd, basket with controls,	OHD	\$23.23
20F	Digger/derrick, (4x4), skidder-mounted, heavy, hydraulic rotating derrick, 20,000 lb.	OHD	\$72.84
20I	Digger /derrick, (4x4), skidder-mounted, medium, hydraulic rotating derrick, 13,000 lb.	OHD	\$54.63
20M	Line truck, (6x6) medium, hydraulic rotating derrick, rear mount, 13,000 lb. maximum	OHD	\$33.99
20P	Line truck, (6x6), extra heavy, hydraulic rotating derrick, 20,000 lb. maximum lift,	OHD	\$33.99
20R	Line truck (6x6), extra heavy, hydraulic rotating derrick, 20,000 lb. Maximum lift, (Comm. II-60)	OHD	\$33.99
20S	Line truck, (6x4), extra heavy, hydraulic rotating derrick, 24,000 lb. Maximum, (general), digger,	OHD	\$33.99
20V	Line truck, medium, hydraulic rotating derrick, 13,000 lb. maximum lift, digger, powered	OHD	\$23.23
20Y	Line truck, medium, hydraulic rotating derrick, rear mount, 13,000 lb. maximum lift,	OHD	\$23.23
21A	Miscellaneous tools, SF6 gas reclaimer with generator, trailer mounted	MISC	\$0.94
21B	Miscellaneous tools, SF6 multimeter with adapters, power cables	MISC	\$0.23
21H	Miscellaneous tools, cargo storage container (20' X 8')	MISC	\$2.06
21W	Miscellaneous tools, hydraulic breaker, backhoe mounted (ESCO ES35)	MISC	\$5.03
23A	Pump, (water) 2" suction, gasoline-powered	MISC	\$2.81
24B	Puller, Pilot Line, 4-reel, 1000 lb. pull, pole mounted	MISC	\$2.60
24E	Puller, distribution-type, (TSE, TD-40 or Sherman/Reilly)	OHD	\$7.55
24J	Puller, drum-type, single-drum, up to 11,000 lbs. Capacity, w/rope, diesel powered (pulling	MISC	\$8.68
24Q	Puller, underground, hydraulic, (Sherman & Reilly UDH-70-T)	MISC	\$7.28
25A	Puller, tensioner, 54" bullwheel, 6000 lb. continuous pull, 10,000 lb. intermittent pull	MISC	\$17.00
27A	Reel trailer, manual-loading, 102" diameter X 60" width, 7,000 lb capacity, each reel, tandem	MISC	\$4.86
27B	Reel trailer, manual-loading, 1-reel, 56" X 96", electric brakes, pintle eye	MISC	\$4.86

27C	Reel trailer, conduit, w/payout brake, 1 reel 120" X 72", 6,000 lb. capacity, single axle, electric	MISC	\$4.86
27F	Reel trailer, manual-loading, 60" x 96" three-reel w/brakes	MISC	\$3.90
27J	Reel trailer, single axle, with TSE pilot line winder mounted	MISC	\$2.60
27K	Reel trailer, manual-loading, 72" x 48" three-powered reels, rear fairleads	MISC	\$4.55
27T	Reel trailer, manual-loading, 3-reel, 72" x 48", no brakes	MISC	\$3.25
27W	Reel trailer, manual-loading, 1-reel, 96" x 54", with brake	MISC	\$2.60
30A	Tamp, portable, self-driven gasoline, up to 250 lbs.	URD	\$3.49
31A	Tensioner, 1200 lb. capacity, (Hogg & Davis 30BOT2) 54" x 34" reel	MISC	\$3.90
31B	Tensioner, single 36" bullwheel, 4000 lb. capacity w/reel stand for 72" reel	OHD	\$3.78
31D	Tensioner, 3000 lb. capacity @ 2.5 mph, reel size 66" OD x 38 1/2" wide, 2 5/8" shaft	OHD	\$3.78
31F	Tensioner, 72" bullwheel, hyd. 10,000 lb. single conductor	MISC	\$4.22
31K	Tensioner, 36" multi-groove bullwheel, 3000 lb. capacity w/reel stand for 72" reel	MISC	\$4.22
31P	Tensioner, multi-groove, 54" bullwheels, 1590-GW wire capacity, hydraulic direct drive 8,000 lb.	MISC	\$4.22
32B	Trailer, 5th wheel hook-up, lowboy, 36-49 tons, air brakes	MISC	\$9.09
32D	Trailer, 5th wheel hookup, flat trailer, 42'-48', air brakes	MISC	\$3.90
32E	Trailer, 5th wheel hook-up, flat trailer, extendable, 40'-65', air brakes	MISC	\$7.15
32F	Trailer, 5th wheel hook-up, extendable tongue, w/special bolster	MISC	\$7.15
32G	Trailer, 5th wheel hook-up, pole (tandem) extendable, 49'-60', air brakes	MISC	\$5.85
32J	Trailer, 5th wheel hook-up, van storage, 30'-40' x 8', air brakes, for single-axle or tandem-	MISC	\$2.60
32L	Trailer, 5th wheel hook-up, 7000 gallon fuel, 1 compartment, air brakes	MISC	\$12.99
32M	Trailer, 5th wheel hook-up, 102" or wider lowboy or beam deck, 40+ ton+B505 capacity w/air brakes	MISC	\$9.09
32N	Trailer, 5th wheel hook-up, office, shelves, storage	MISC	\$2.60
32P	Trailer, 5th wheel hook-up, van storage, 48' - 53' x 8', air brakes	MISC	\$2.60
33A	Trailer, pintle or ball hook-up, live line w/tools	MISC	\$6.49

33B	Trailer, pintle hook-up, lowbed, 5-ton or less, electric brakes	MISC	\$2.60
33C	Trailer, pintle hook-up, lowbed, 12-ton, electric brakes	MISC	\$2.60
33D	Trailer, pintle hook-up, lowbed, 9-ton, electric brakes	MISC	\$2.60
33E	Trailer, pintle or ball hook-up, material up to 2 tons	MISC	\$2.60
33F	Trailer, pintle or ball hook-up, Special, 15 ton for 8550 Vermeer or 860 Case combo only	MISC	\$1.30
33H	Trailer, pintle or ball hook-up, office, 21' and over	MISC	\$2.60
33J	Trailer, pintle hook-up, pole trailer	MISC	\$1.63
33K	Trailer, pintle hook-up, pole trailer w/tongue extendable from 30' to 47' overall length,	MISC	\$2.60
33L	Trailer, pintle hook-up, equipment trailer, up to 2 tons, electric brakes, single-axle	MISC	\$2.60
33M	Trailer, pintle or ball hook-up, equipment trailer, up to 6 tons, electric brakes, dual-axle	MISC	\$2.60
33N	Trailer, pintle hook-up, pole trailer, extendable tongue	MISC	\$1.95
33Q	Trailer, pintle or ball hook-up, 8-ton, electric brakes, tandem axle	MISC	\$1.30
33R	Trailer, pintle or ball hook-up, electric brakes, tandem axle, to transport air compressor,	MISC	\$2.60
33S	Trailer, pintle or ball hook-up, 9' extendable tongue, cargo, pole (Altec)	MISC	\$2.60
33T	Trailer, pintle or ball hook-up, enclosed van, dual axle, 12,000 GVW	MISC	\$2.60
33V	Trailer, pintle or ball hook-up, enclosed van, single axle	MISC	\$2.60
33W	Trailer, pintle hook-up, material tilt-bed w/sideboards & electric brakes, up to 2 tons	MISC	\$2.60
33Y	Trailer, pintle or ball hook-up, reconductoring, enclosed van for storage of spider system,	MISC	\$2.60
33Z	Trailer, pintle hook-up, tilt bed equipment trailer, 3 ton capacity, w/electric brakes &	MISC	\$2.60
34C	Trencher, 6" x 36", w/backfill blade, backhoe, boring attachment, to 35 hp, 2310/3610	URD	\$20.34
34D	Trencher, 6" x 48", w/backfill blade, backhoe, boring attachment, to 45 hp, (4x4),	URD	\$30.35
34G	Trencher, 6" x 60" maximum, w/backfill blade, backhoe to 60 hp (4x4)	URD	\$25.49
34R	Trencher, 6" x 60" maximum, w/backfill blade & backhoe, 85 hp (Vermeer V-8050 or	URD	\$18.63
34T	Trencher, 6" x 60" maximum, w/backfill blade, 85 hp (Vermeer V-8050 or equal)	URD	\$36.42
35C	Trencher/Plow, 6" x 48" maximum trencher, 24" maximum plow, to 56 hp (4x4), w/backfill	URD	\$27.92
35J	Plow, 24" maximum, to 35 hp, 4x4, with backhoe, backfill blade & single reel carrier	URD	\$17.00

36A	Truck, dump, w/tool boxes, flat bed	URD	\$9.71
36E	Truck, dump, w/tool boxes, stationary sides	URD	\$9.71
37G	Truck, flat, (4x2), 14,500 GVW w/175 CFM air compressor, tool boxes	SUP	\$11.89
37H	Truck, flat, (4x2), w/tool boxes, 5th wheel bolster for pole hauling	MISC	\$10.62
37J	Truck Flat, (6X6) Side Loader	MISC	\$23.38
37L	Truck, flat, (6x6), trans., joint machine	MISC	\$18.23
37N	Truck, flat, knuckle-type boom to 7000 lbs. w/sideboards	URD	\$13.50
37P	Truck, URD body, 28,000 GVW, knuckle-type boom to 7000 lbs., w/hydraulic tools,	URD	\$13.50
37S	Truck, URD body, 28,000 GVW, knuckle-type boom to 7000 lbs. w/hydraulic tools	URD	\$13.50
37T	Truck, medium duty chassis, (2 ton), (4x2) (substation service body)	URD	\$13.50
37U	Truck, flat, underground body	URD	\$13.50
37W	Truck, URD body, 14,500 GVW rating	URD	\$8.50
38A	Truck, pickup, (4x2), to 6000 GVW	SUP	\$12.90
38B	Truck, pickup, 6000 to 8000 GVW w/crew cab	SUP	\$12.90
38D	Truck, pickup, (4x4), to 5200 GVW	SUP	\$12.90
38E	Truck, pickup, (4x4), to 8000 GVW w/boxes	SUP	\$12.90
38F	Truck, pickup, (4x2), 1/2 ton, crew or extended cab	SUP	\$12.90
38G	Truck, pickup, (4x4), to 8000 GVW w/front winch & boxes	SUP	\$12.90
38H	Truck, pickup, (4x4), 8000 to 10,000 GVW w/front winch & boxes	SUP	\$12.74
38J	Truck, pickup, 8000 GVW w/tool compartments	SUP	\$12.90
38L	Truck, pickup, (4x4), to 9000 GVW, crew cab, front winch	SUP	\$19.42
38M	Truck, pickup, flatbed, 10,000 GVW, w/boxes	SUP	\$12.90
38P	Truck, pickup, (4x4), 11,000 GVW, w/boxes, front winch, and dump	SUP	\$13.96
38R	Truck, pickup, (4x2), less than 4500 GVW	SUP	\$12.90
38R	Truck, pickup, (4x2), extended cab, to 4700 GVW (Nissan Frontier or equivalent)	MISC	\$12.90
38T	Truck, pickup, (4x2), extended cab, to 9000 GVW	SUP	\$12.90
38V	Truck, pickup, (4x4), extended cab, to 5600 GVW (Nissan Frontier or equivalent)	SUP	\$12.90
38Y	Truck, pickup, 8,000 GVW w/tool compartments, and front winch	SUP	\$12.90
39C	Truck, tractor, 3-axle	MISC	\$15.90
40F	Truck, special, Suburban, (4x2), to 8500 GVW, 6 - 9 passenger	MISC	\$13.35
41D	Truck, service, test equipped	MISC	\$17.00
42P	Van, 15-passenger	SUP	\$10.31

44F	Wheel tractor w/hydraulic front end loader, 40 to 50 hp, 3-pt hitch, rear boom	MISC	\$12.34
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Pike Electric, Inc.
Substation Labor & Equipment Rate Schedule
City of High Point
Rates Effective 10/16/17 thru 12/31/18

<u>Billing Class</u>	<u>Labor Classification</u>	<u>Straight Time</u>	<u>Over Time</u>
	SS Superintendent	\$83.86	\$83.86
	SS Civil Supervisor	\$69.36	\$97.11
	SS Control Electrical Supervisor	\$73.04	\$102.26
	SS Apparatus Supervisor	\$73.04	\$102.26
	SS Rigging Supervisor	\$69.36	\$97.11
	SS Project Manager	\$99.01	\$99.01
	Safety Manager	\$81.81	\$81.81
	SS Civil Technician A	\$51.42	\$71.99
	SS Civil Technician B	\$43.65	\$61.11
	SS Civil Technician C	\$36.25	\$50.75
	SS Apparatus Sr. Technical Specialist	\$90.40	\$90.40
	SS Apparatus Technician A	\$63.84	\$89.38
	SS Apparatus Technician B	\$52.35	\$73.29
	SS Apparatus Technician C	\$44.56	\$62.39
	SS Rigging Technician A	\$52.90	\$74.07
	SS Rigging Technician B	\$41.60	\$58.24
	SS Rigging Technician C	\$35.55	\$49.77
	SS Control Electrician A	\$62.39	\$87.35
	SS Control Electrician B	\$52.35	\$73.29
	SS Control Electrician C	\$44.56	\$62.39
	SS Ground Technician	\$30.80	\$43.12
	Ground Resistance Tech Specialist	\$72.42	\$101.38
	Sr. Relay Technical Specialist	\$109.72	\$109.72
	Relay Technical Specialist	\$93.06	\$93.06
	Relay/Instrumentation Technician A	\$65.72	\$92.01
	Relay/Instrumentation Technician B	\$57.09	\$79.93
	Relay/Instrumentation Technician C	\$50.55	\$70.77

Pike Electric, Inc.
Substation Labor & Equipment Rate Schedule
City of High Point
Rates Effective 10/16/17 thru 12/31/18

<u>Class</u>	<u>Vehicle/Tool Description</u>	<u>Hourly Rate</u>
01D, 01G	Air Compressor - 185 CFM	\$11.97
05F, 05G, 05H, 05J	Rubber Tire Backhoe, Medium (Ford 555D, or equivalent)	\$30.71
05N, 05Q	Mini Excavator	\$12.78
05P	Skid Steer Loader (Bobcat/w auger, backhoe)	\$14.75
08D	1 Man Bucket W/Squirt Boom	\$27.20
08G	Distibution Bucket Truck 2 Man 51-55 ft	\$24.48
10N	Genie Lift 45 ft	\$18.00
12J	Crane, rubber tired, 12 to 15 ton	\$30.75
12K	Road Tractor/National Crane Truck	\$39.40
12L	25 Ton Flat Bed Boom Truck	\$40.50
12M	Boom Truck Crane 25 to 28 tons	\$43.85
12N	Boom Truck Crane 29 to 34 tons	\$54.75
12P	Crane, rubber tired, 50 ton Grove	\$90.00
12Q	Grove 35 ton, mobile hydraulic	\$75.00
12R	Crane, rubber tired, 90 ton Linkbelt	\$140.00
12W	Crane, rough terrain, hydraulic crawler (tracks), 30 ton	\$90.00
12Y	Crane, rough terrain, hydraulic crawler (tracks), 40 ton	\$100.00
13H	Crawler tractor, with dozer attachment and winch, 80 to 100 hp	\$35.75
13J	Crawler tractor, D6 dozer or equal, 100 to 165 hp	\$52.99
15B, 15C, 15E	Pressure Digger Truck, Texoma or Equivalent	\$62.75
17R	9,000 Lb Material Handler, 40 ft, 4 x 4 (Telescoping Boom)	\$22.50
19L	Trailer (Welder)	\$8.40
20S, 20P	Line Truck w/Digger Commander III 6x6	\$53.76
21A	DiLo Performance Series SF6 Gas Reclamation Unit	\$65.00
21E	Hot Oil Processer/Degasification Unit (2400 GPH)	\$140.00
24L, 24C	Pullers Single drum 7/8" rope 18,000 lbs cap.	\$15.50
27W	Reel Trailer Transmission	\$7.40
29I	400 Ton Four Point Lift System	\$95.00
29S	600 Ton Sliding Beam System	\$78.00
31G	Tensioner	\$7.49
32B	Trailer (Lowboy 35 Ton)	\$9.00
32D	Trailer (High Flat)	\$6.16
32L	Trailer (Tanker)	\$9.50
32M	90 Ton Trailer (32M923)	\$9.25
32M	50 Ton Trailer (10 ft wide) (32M924)	\$8.75
32P	Trailer (Tool, Storage, Crew)	\$5.50
33B	Trailer (Oil Filter)	\$7.40
33D	Trailer (Genie)	\$5.20
33E	Trailer (Oil Filter/ Material)	\$7.40
33J	Trailer, pintle hook-up, pole trailer	\$3.35
33N	Pole Trailer	\$2.87
33Q	Trailer (Bobcat/Material)	\$2.40
33U	Trailer (Oil Filter)	\$7.40
34D, 34T	Trencher	\$21.50
36A, 36E	Truck, Single Axle dump	\$19.54
36G	Truck, tamden axle dump	\$25.22
37T	2 1/2 Ton Substation Tool Truck	\$26.50
38G	Pickup 4WD with service body	\$13.00
38J, 38Y	Truck, pickup, to 8000 GVW	\$11.95
38K	Pickup 1/2 ton 4WD	\$13.25
38L	1 Ton 4WD Electrical Service Truck	\$14.75
38U	1 Ton 4WD 6-man Crew Truck	\$14.75
38Y	Pickup with service body	\$11.95
39C	Road Tractor	\$32.36
39E	Heavy Duty Road Tractor / with winch	\$43.15
40F	1 Ton 4WD Excursion/Ground Resistance Test Truck	\$20.85
42E, 41E	Relay Test Van/Truck	\$25.00
42D	Doble Test Van	\$27.30
42N	Van, 12 passenger	\$20.00

Pike Electric, Inc.
Substation Labor & Equipment Rate Schedule
City of High Point
Rates Effective 10/16/17 thru 12/31/18

42P	Van, 15 passenger	\$20.00
8A	2 Man Bucket 4x4 61' to 65"	\$38.02
8H, 8R	2 Man Bucket 100'	\$35.96

1. Hourly rates valid for all work performed including travel to/from employees normal work areas.
2. Hourly rates valid with normal and standard compliment of equipment/tools required for performance of work.
3. Vehicles and tools not available from the Pike fleet will be rented/leased and invoiced at cost + 10%.
4. Straight time is considered as all hours worked Monday – Thursday 7:00am – 5:30pm (10 hours/day). All hours worked outside of Monday – Thursday 7:00am – 5:30pm and/or on a designated Pike holiday are considered as over time hours.
5. Lodging, per diem, meals and other travel or living costs not covered by client invoiced at cost.
6. Materials, subcontracted services, specialized rental equipment/tools and other misc. expenses not furnished by client invoiced at cost +10%.

DRAWN BY: JoAnne Carlyle, City Attorney, City of High Point
RETURN TO: City Attorney, P. O. Box 230, High Point, NC 27261

Property Address: 1507 Davis Avenue, High Point, NC

Excise Tax:\$ NTC

NORTH CAROLINA

QUIT CLAIM DEED

GUILFORD COUNTY

THIS QUIT CLAIM DEED, made and entered into this _____ day of _____, 2017, by and between the **CITY OF HIGH POINT**, a municipal corporation existing under the laws of the State of North Carolina, (P. O. Box 230, High Point, NC, 27261), hereinafter referred to as GRANTOR, and **HABITAT FOR HUMANITY OF HIGH POINT, ARCHDALE & TRINITY, INC.**, a non-profit corporation existing under the laws of North Carolina, (300 North Main St., Suite 300, High Point, NC 27260) hereinafter referred to as GRANTEE;

WITNESSETH:

WHEREAS, the City of High Point, subject to and in consideration of the conditions set forth and the further sum of One Dollar (\$1.00) to it paid by the party of the second part, the receipt of which is hereby acknowledged, has quitclaimed and by these presents, does quitclaim unto the said party of the second part, its successors and assigns, all right, title and interest which it has in and to the tract or parcel of land in the County of Guilford, State of North Carolina, High Point Township, and more particularly bounded and described as follows:

BEING ALL OF LOTS Nos. 61 and 62 of Washington Terrace, according to the map thereof, as recorded in Plat Book 6, Page 181, in the Office of the Register of Deeds of Guilford County, North Carolina.

For back reference, see deed recorded in Book 7837, Page 213 of the Guilford County Registry.

SPECIAL PROVISIONS:

The consideration of this conveyance is Habitat for Humanity of High Point, Archdale and Trinity, Inc.'s agreement to use this property only for the "public" purpose of furthering the mission of providing low to moderate, owner-occupied housing. If for any reason the property ceases to be used for a "public" purpose, the property shall revert back to the City of High Point.

TO HAVE AND TO HOLD, the said Property and all privileges and appurtenances thereunto belonging to Grantee, its successors ad/or assigns, in the fee simply subject to any easements, restrictions, and right-of-way, if any, and ad valorem taxes for current and subsequent years.

GRANTOR makes no warranty, express or implied, as to the title of the Property.

The designation of Grantor or Grantee as used herein shall include said parties, their heirs, successors, and/or assigns, and shall include singular, plural, masculine feminine or neuter as required by context.

IN WITNESS WHEREOF, the said party of the first part has caused this Deed to be executed in its corporate name by its Mayor, attested by its City Clerk, the day and year first above written.

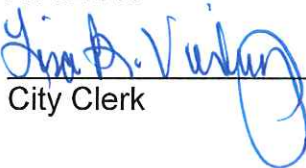
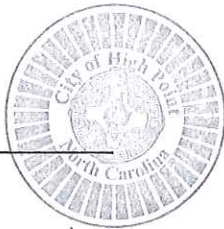
CITY OF HIGH POINT

By:



William S. Bencini, Jr., Mayor

ATTEST:


City Clerk

NORTH CAROLINA

GUILFORD COUNTY

I, Cynthia C. Duncan-Smith, a Notary Public of the County and State aforesaid, do hereby certify that Lisa B. Vierling personally appeared before me this day and acknowledged that she is City Clerk of the City of High Point, and that by authority duly given and as an act of the said City, the foregoing instrument was signed in its name by its Mayor, and attested by herself as its City Clerk.

WITNESS my hand and official seal, this the 3 day of October, 2017

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

My commission expires:

7/18/2020

Cynthia C. Duncan-Smith
Notary Public

CITY OF HIGH POINT

AGENDA ITEM



Title: Model Farm Road Bridge Replacement Construction Administration

From: Terry Houk – Public Services Director
Robby Stone – Public Services Asst. Director
Trevor Spencer – Projects Engineer

Meeting Date: September 18, 2017

Public Hearing: N/A

Advertising Date: Aug. 26, 2016 – Sept. 12, 2016
Advertised By: Purchasing

Attachments: Attachment A – CEI Scope
Attachment B – Costs/Rates Approval by NCDOT

PURPOSE:

The existing bridge on Model Farm Road is scheduled to be replaced due to structural deficiencies and functional obsolescence. The Federal Highway Administration (FHWA) has authorized federal funding through the City's Municipal Agreement with NCDOT for construction of this project, including construction administration services, at 80% reimbursement to the City. Wetherill Engineering, Inc. is a prequalified on-call engineering firm with the City, and has been recommended to provide construction administration for the project.

BACKGROUND:

Per FHWA requirements, a Request for Letters of Interest (LOI) was advertised for construction administration of the Model Farm Road Bridge Replacement project. Two letters of interest were submitted by A. Mortan Thomas & Associates, Inc., and Wetherill Engineering, Inc. Public Services recommends Wetherill Engineering, Inc. based on the experience the proposed inspectors and project managers have with bridge and culvert projects. Wetherill also designed the construction plans for the project, which will streamline project management during the construction process. Since the project includes federal funding, NCDOT is required to provide oversight to the City during construction. NCDOT has reviewed and approved the proposed rates for Wetherill's engineering services (see Attachment B).

BUDGET IMPACT:

Funds for this project are available in the FY 2017-2018 budget.

RECOMMENDATION / ACTION REQUESTED:

The Public Services Department recommends approval and asks for the Council to award the construction administration services to Wetherill Engineering, Inc. with a cost not to exceed \$95,432.06.



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: **Public Services**

COUNCIL AGENDA DATE: **Sep 18, 2017**

BID NO.: **Request for LOI** CONTRACT NO.: DATE OPENED: **Sep 14, 2016**

DESCRIPTION:

Model Farm Road Bridge Replacement Construction Administration

PURPOSE:

The City has budgeted for construction administration to be provided for the Model Farm Road Bridge Replacement project.

COMMENTS:

A Request for Letters of Interest was advertised for construction administration of the Model Farm Road Bridge Replacement project. Wetherill Engineering, Inc. is recommended based on the experience the proposed inspectors and project managers have with bridge and culvert projects.

RECOMMEND AWARD TO: **Wetherill Engineering, Inc.** AMOUNT: **\$95,432.06**

JUSTIFICATION:

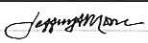
Wetherill Engineering's proposed project staff was the most qualified and experienced of the received letters of interest. Wetherill also designed the construction plans, which will streamline project management during the construction process.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
401710	527105	401001000120	40206	\$95,432.06
TOTAL BUDGETED AMOUNT				\$95,432.06

DEPARTMENT HEAD: **Terry Houk** Digitally signed by Terry Houk
DN: cn=Terry Houk, o=City of High Point, ou=Public Services, email=terry.houk@highpointnc.gov, c=US
Date: 2017.09.06 11:19:37 -0400 DATE: **Sep 6, 2017**

The Purchasing Division concurs with recommendation submitted by the **Public Services and recommends award to the lowest responsible, responsive bidder **Wetherill Engineering** in the amount of \$ **95,432.06**.**

PURCHASING MANAGER: **Erik Conti** Digitally signed by Erik Conti
DN: cn=Erik Conti, o=ou, email=erik.conti@highpointnc.gov, c=US
Date: 2017.09.06 11:36:41 -0400 DATE: **Sep 6, 2017**

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR:  Digitally signed by Jeffrey A. Moore
DN: cn=Jeffrey A. Moore, o=City of High Point, NC, ou=Financial Services Director, email=jfmoore@highpointnc.gov, c=US
Date: 2017.09.07 16:42:58 -0400 DATE: **Sep 7, 2017**

CITY MANAGER: **Greg Demko** Digitally signed by Greg Demko
DN: cn=Greg Demko, o=High Point, ou=High Point, email=greg.demko@highpointnc.gov, c=US
Date: 2017.09.11 09:33:04 -0400 DATE: **Sep 11, 2017**



WE Design Your Tomorrow . . .

Raleigh
Transportation
Planning
Bridge/Structural
Civil/Site
Construction Observation
Surveying

Wilmington
Surveying

**SCOPE OF SERVICES FOR
CONSTRUCTION ENGINEERING AND INSPECTION
State Project:46072.1.1, B-5358, Model Farm Road over a Branch of
Richland Creek, City of High Point**

Description of Work Required

This statement of work describes and defines the SERVICES which are required for construction inspection, materials sampling and testing, verification of construction stakeout and contract administration for construction projects

- 1.A The Wetherill Engineering, Inc. (WEI) shall be responsible for all construction inspection and field materials sampling and testing, assisting the City of High Point and North Carolina Department of Transportation (NCDOT)'S Resident Engineer with contract administration for the construction of project listed above.
- 2.A The WEI shall be responsible for all construction administrative functions as defined in this Scope of Services and referenced NCDOT's manuals and procedures.
- 3.A The WEI shall utilize effective control procedures such that the construction of this project is performed in reasonably close conformity with the plans, specifications, and contract provisions.
- 4.A The WEI shall be responsible for providing technical personnel in appropriate numbers at the proper times such that the responsibilities assigned under this AGREEMENT are effectively carried out.
- 5.A All SERVICES shall be performed in accordance with the established standard procedures and practices of the NCDOT. Prior to furnishing any SERVICES, the WEI shall be familiar with those departmental standard procedures and practices as set forth in the Construction Manual, and associated manuals and with informal procedures and practices for construction contract administration used by the NCDOT.
- 6.A The WEI shall maintain close coordination with the City of High Point, NCDOT and the CONTRACTOR in order to minimize rescheduling of the WEI 'S activities due to construction delays or changes in scheduling of the CONTRACTOR'S activities.

Work Standards

The WEI will perform the work in accordance with all applicable City of High Point, NCDOT and Federal regulations and safety guidelines.

- 1.B It shall be the responsibility of the WEI to provide SERVICES as necessary such that the project is constructed in reasonably close conformity with the plans, specifications, and contract provisions.
- 2.B The WEI shall advise the City of High Point and NCDOT'S Resident Engineer of observed omissions, substitutions, defects, and deficiencies noted in the work of the CONTRACTOR and any corrective action taken. The SERVICES provided by the WEI shall, in no way, relieve the CONTRACTOR of responsibility for the satisfactory performance of the construction contracts.
- 3.B The WEI shall work under the general guidance and direction of the City of High Point, NCDOT'S Resident Engineer and Assistant Resident Engineers. The WEI shall make normal and routine project decisions consistent with the City of High Point and NCDOT'S policies, procedures, and general guidance provided by the City of High Point, NCDOT'S Resident Engineer and Assistant Resident Engineers.
- 4.B The WEI shall make and record such measurements as are necessary to calculate and document quantities for pay items, except for measurement of earthwork quantities that requires the services of a survey crew, and perform incidental engineering surveys as may be necessary to carry out the SERVICES.
- 5.B The WEI shall provide SERVICES to monitor the CONTRACTOR'S on site construction operation and to inspect all materials entering into the work as required such that the quality of workmanship and materials is such that the project will be completed in reasonably close conformity with the plans, specifications, and other contract provisions. The WEI shall keep detailed, accurate records of the CONTRACTOR'S daily operations and significant events that affect the work.
- 6.B The standard procedures and practices of the NCDOT for inspection of construction projects are set out in the NCDOT'S Construction Manual. The WEI shall perform inspection SERVICES in accordance with these standard procedures and practices and other accepted practices as may be appropriate.
- 7.B The WEI shall perform field sampling and testing of component materials and completed work items such that the materials and workmanship incorporated into the project are in reasonably close conformity with the plans, specifications, and contract provisions.
- 8.B The WEI shall perform all necessary surveillance and inspection of the asphalt roadway operations.
- 9.B The WEI shall attend the Preconstruction Conference.
- 10.B The WEI shall maintain on a daily basis a complete and accurate record of all activities and events relating to the project and a record of all work completed by the CONTRACTOR, including quantities of pay items in conformity with the NCDOT'S policies and procedures. The WEI shall immediately report apparent significant changes in quantity, time, or cost to the City of High Point and NCDOT'S Resident Engineer as they are observed.
- 11.B The WEI shall prepare inspector's daily reports of the CONTRACTOR'S operations in accordance with the NCDOT'S Construction Manual.

- 12.B The WEI shall maintain records of all sampling and testing accomplished and analyze such records required such that acceptability of materials and completed work items can be determined.
- 13.B The WEI shall, at a minimum, each month prepare a comprehensive tabulation of the quantity of each pay item satisfactorily completed to date. Quantities shall be based on daily records or calculations. Calculations shall be retained. The tabulation will be submitted to the City of High Point and NCDOT'S Resident Engineer who shall prepare and submit the progress payment estimate.
- 14.B The WEI shall provide to the CONTRACTOR interpretations of the plans, specifications, and contract provisions. The WEI shall consult with the City of High Point and NCDOT'S Resident Engineer when an interpretation involves complex issues or may have an impact on the cost of performing the work or is known to be an area of dispute with the CONTRACTOR.
- 15.B The WEI shall analyze changes to the plans, specifications, or contract provisions and extra work which appear to be necessary to carry out the intent of the construction contract. When it is determined that a change or extra work is necessary and such work is not within the scope and intent of the original contract, WEI with the City of High Point and NCDOT'S Resident Engineer concurrence, shall initiate any change necessary to cause the CONTRACTOR to perform the extra work.
- 16.B When it is determined that a modification to the original contract for the project is required due to a necessary change in the character of the work, WEI and the City of High Point with NCDOT'S Resident Engineer concurrence shall negotiate prices with the CONTRACTOR and prepare and submit for approval a Supplemental Agreement in accordance with applicable NCDOT rules.
- 17.B In the event that the CONTRACTOR gives notice in writing that he deems certain work to be performed is beyond the scope of the construction contract and he intends to claim additional compensation, the WEI shall maintain accurate force account records of the costs involved in such work. These records shall include manpower, equipment times and materials installed (temporary or permanent) in the portion of the work in dispute.
- 18.B In the event that the CONTRACTOR for the project gives notice of intent to file a claim for additional compensation, the WEI shall maintain complete, accurate force account and other records of work involved in the claims.
- 19.B The WEI shall monitor each construction operation to the extent necessary to determine whether construction activities violate the requirements of any permits. The WEI shall notify the CONTRACTOR of any violations or potential violations and require his immediate resolution of the problem. Permit violations must be reported to the City of High Point and NCDOT'S Resident Engineer immediately.
- 20.B The WEI shall monitor the installation of erosion control devices for compliance with contract documents. Further, the WEI shall monitor the erosion control devices for their effectiveness during the life of the project. The WEI shall ensure that the CONTRACTOR completes the NPDES Forms and shall review the forms to ensure they are completed thoroughly. The WEI shall notify the CONTRACTOR and the City of High Point and NCDOT'S Resident Engineer in writing of any deficiencies noted, the corrective action required and the time frame to complete the corrective action. The WEI shall maintain an as-built set of erosion control plans.

21.B The WEI shall interface with the CONTRACTOR and utility companies to coordinate the timely removal, adjustment, or protection of in situ utilities which may conflict with the construction plans.

Deliverables

The WEI will be required to satisfactorily verify all pay records and materials received information in accordance with the NCDOT'S policies and procedures and submit same together with a set of plans with all field revisions noted in red thereon to the City of High Point within forty- five (45) days after completion of the construction project(s).

1.C Guidelines

All work under this contract shall be performed in accordance with all applicable guidelines published by the NCDOT, and in accordance with the SCOPE OF WORK.

2.C When performing field work on or adjacent to public streets or highways, it shall be the responsibility of the WEI to provide traffic control including flagmen and/or any other necessary devices in accordance with the "Manual on Uniform Traffic Control Devices" (Current Edition), the "N. C. Department of Transportation - Construction and Maintenance Operations Supplement to the M.U.T.C.D." and the "North Carolina Survey Crew Safety Supplement" to protect workers, equipment, and the traveling public.

ARTICLE II - DATA AND SERVICES TO BE PROVIDED BY THE NCDOT

II.A. Data and Services

II.A.1. The staff person assigned the proposed project in the respective Branch, Unit, or Division shall serve as the NCDOT's Project Manager for this AGREEMENT.

II.A.2. The NCDOT shall provide available data and information, as applicable to the detailed SCOPE OF WORK, which may include but is not limited to, the following:

- Guidelines for any applicable discipline; and
- All data in the hands of the NCDOT that can be released that would assist the WEI in the accomplishment of the work.

Office of the Mayor
City of High Point
North Carolina

PROCLAMATION...

WHEREAS, the City of High Point is a supporter of highway-rail grade crossing and pedestrian safety programs; and

WHEREAS, collisions between trains and motor vehicles or pedestrians could be prevented by increased public awareness of the dangers at crossings and around railroad property and of the appropriate safety laws; and

WHEREAS, North Carolina Operation Lifesaver is the foremost public information and education program dedicated to preventing highway-rail grade crossing crashes and pedestrian/railroad trespass incidents; and

WHEREAS, during the week of September 24 through 30, 2017, and throughout the year, all citizens are encouraged to observe added caution as motorists or pedestrians near tracks or trains; and

WHEREAS, this important observance should lead to greater safety awareness and a reduction in highway-rail grade crossing crashes and pedestrian/railroad incidents.

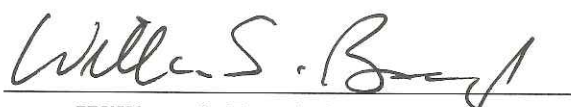
NOW, THEREFORE, I, William S. Bencini, Jr., Mayor of the City of High Point, and on behalf of the High Point City Council, do hereby proclaim September 24 through 30, 2017 as

“RAIL SAFETY WEEK”

in the City of High Point, North Carolina.



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of High Point, North Carolina this 18th day of September, 2017.


William S. Bencini, Jr. Mayor

CITY OF HIGH POINT

AGENDA ITEM



Title: Annexation Case 17-08
Waste Industries, LLC

From: Lee Burnette, Planning & Development
Director

Public Hearing: Yes

Meeting Date: September 18, 2017

Advertising Date: September 1, 2017

Advertised By: Planning & Development
Department

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

PURPOSE:

A request by Waste Industries, LLC to consider a voluntary contiguous annexation of approximately 19.8 acres lying along the west side of Elon Place, approximately 1,600 feet south of Business 85. The property is addressed as 1236 Elon Place and also known as Guilford County Tax Parcel 0161532.

BACKGROUND:

Staff report and recommendation is enclosed.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends approval of Annexation Case 17-08.

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

**STAFF REPORT
ANNEXATION 17-08
September 18, 2017**

Request	
Applicant: Waste Industries, LLC	Owner: Waste Industries, LLC
Proposal: Voluntary contiguous annexation.	Effective Date: Upon adoption
	Associated Zoning Case: Not applicable

Site Information	
Location:	Lying along the west side of Elon Place, approximately 1,600 feet south of Business 85 (1236 Elon Place).
Tax Parcel Number:	Guilford County Tax Parcel 0161532
Site Acreage:	Approximately 19.8 acres
Current Zoning:	Light Industrial (LI) District <i>City of High Point Extraterritorial Jurisdiction (ETJ) Area</i>
Current Land Use:	Undeveloped
Current Fire District:	Pinecroft-Sedgefield District
Proposed Development:	The property owner is proposing to develop a refuse and raw material hauling facility consisting of a 16,000-square foot office & maintenance building, truck parking, vehicle washing area and container storage area.
Proposed Unit Type, Number and Average Value:	The developer anticipates the building and site development cost of approximately \$1,500,000.
Proposed Build-out Schedule:	The applicant anticipates building and site improvements will be completed within a 12-month time frame.
Proposed City of High Point Council Ward:	The proposed annexation site abuts Council Ward 2, and if annexed will be part of Ward 2.
Physical Characteristics:	The property has a moderate to severely sloping terrain. A perennial stream, flowing in an east to west direction, is running along the northern boundary of the site. There is also a 20-foot wide City of High Point sewer easement running through the northern part of the site.
Water and Sewer Proximity:	An 8-inch City sewer line and a 12-inch City water line lies adjacent to the site along Elon Place. There is also an 8-inch sewer line running through the northern portion of the site.
General Drainage and Watershed:	The site drains in a westerly direction and development is subject to the Randleman Lake General Watershed Area (GWA) requirements. Engineered stormwater treatment measures are required for

	development with a total impervious surface area greater than 24% of the site.
Overlay Districts:	Randleman Lake General Watershed Area

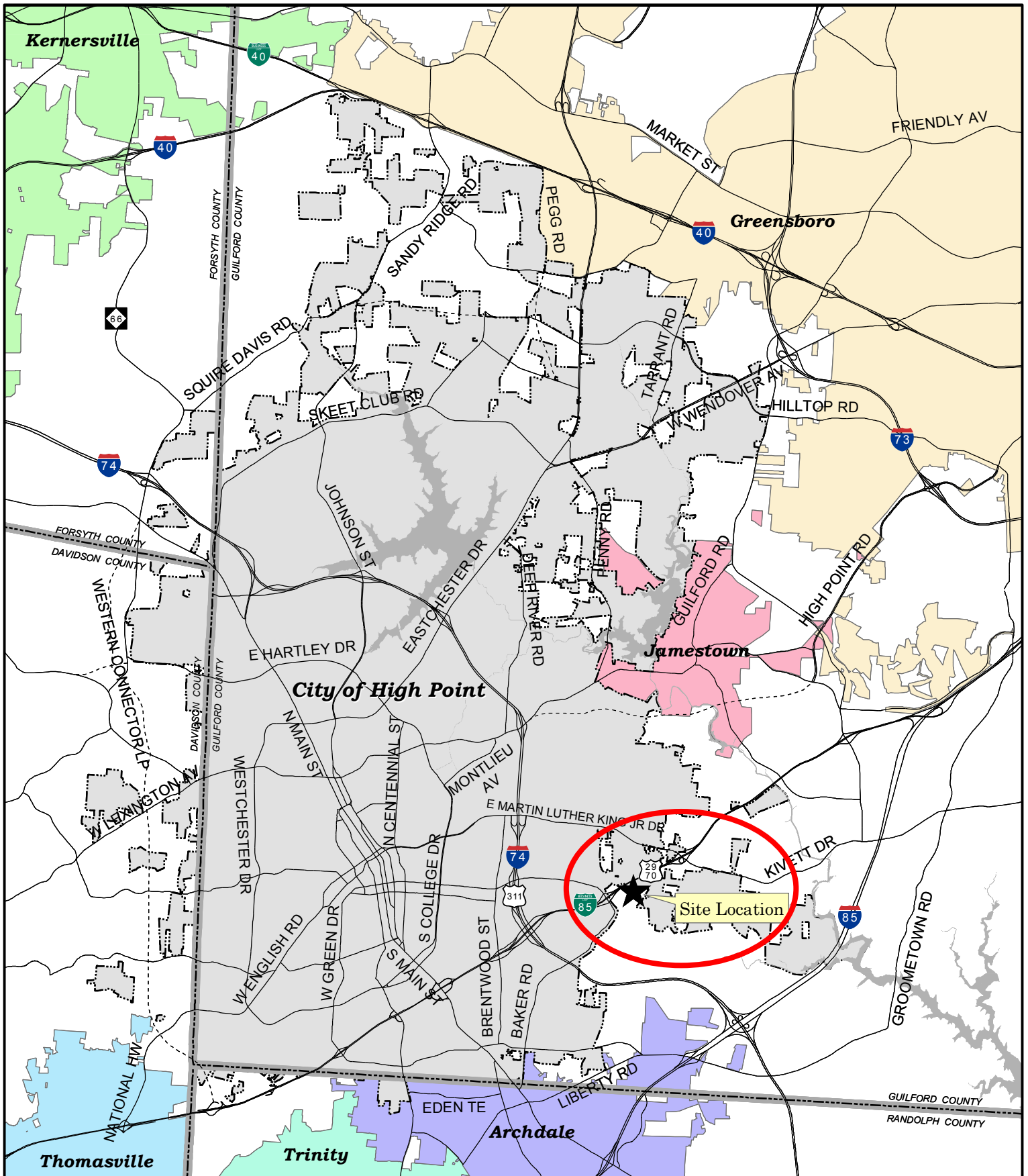
Adjacent Property Zoning and Current Land Use			
North:	LI	Light Industrial District	Undeveloped parcel
South:	LI	Light Industrial District (City of High Point ETJ Area)	Single family dwellings and undeveloped parcel
East	LI	Light Industrial District	Industrial uses (across Elon Place)
West:	LI	Light Industrial District (City of High Point ETJ Area)	Industrial use and undeveloped parcel (across Business-85)

Transportation Information			
Adjacent Streets:	Name	Classification	Approx. Frontage
	Elon Place	Local Street	871 feet
	Business-85	Major Thoroughfare	540 feet
Vehicular Access:	Access is proposed from Elon Place		

City Department Comment Summary	
Comments were not requested for this proposed annexation due to the fact the site abuts the City's corporate limits. Annexation petitions for uses within close proximity to existing service areas do not cause the need for individual department comment.	

Details of Proposal
The applicant is requesting this 19.8-acre parcel be annexed in order to have access to City utilities for development of an industrial use. Unincorporated parcels in this area are within the City of High Point ETJ Area where the City has zoning authority. This site, and all the surrounding area, is currently zoned Light Industrial. This annexation petition represents a logical progression of the City's annexation policy for this area as the property abuts the City's corporate limits to the north, east (across Elon Place) and west (across Business-85). The annexation of this this parcel will not negatively impact the City's ability to provide services, as City services and service vehicles are already present in this area.

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



ANNEXATION REQUEST AN-17-08

Applicant: Waste Industries, LLC
Area: 19.86 acres (approximate)

**Planning & Development
 Department**

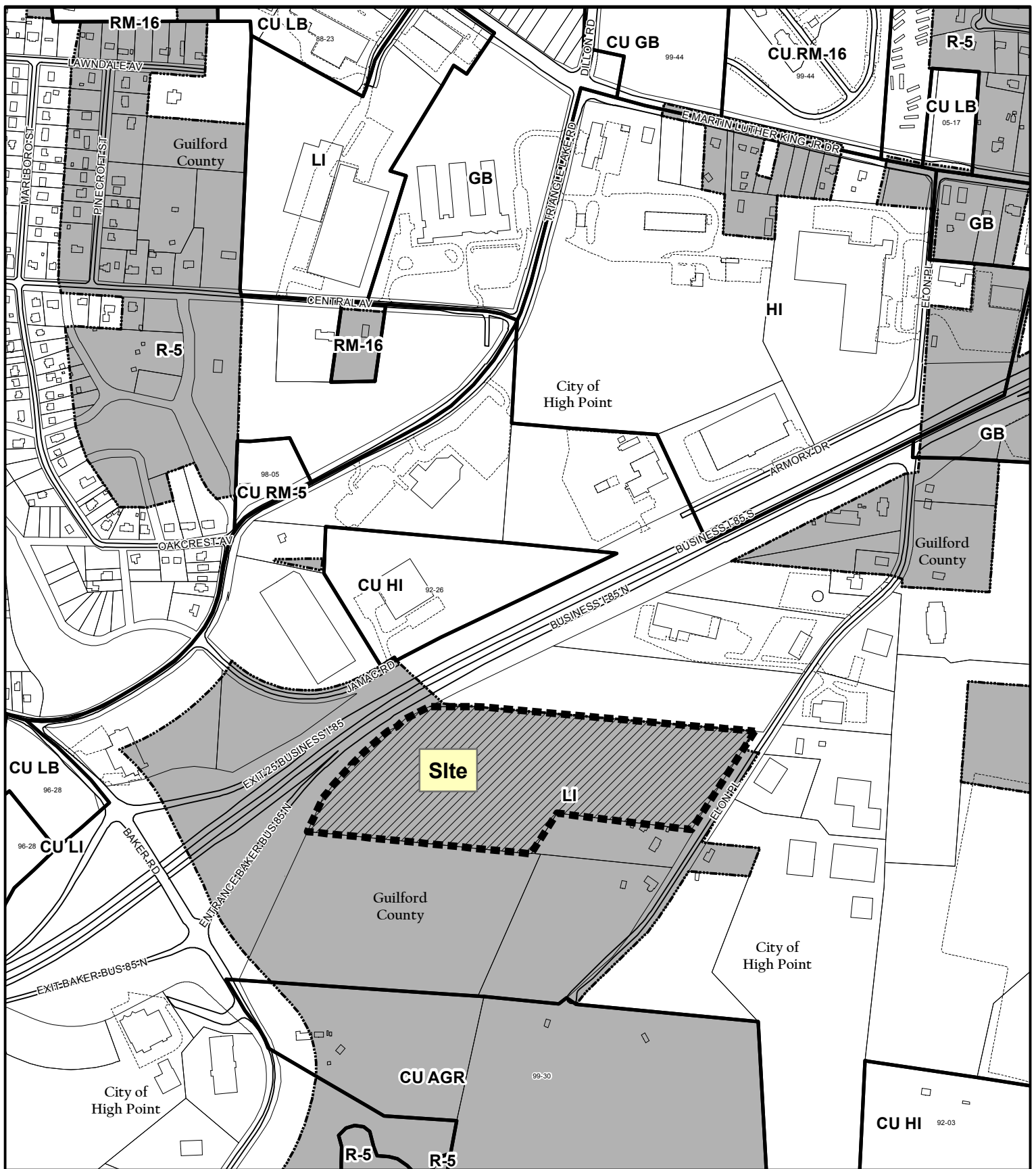
City of High Point

Date: August 2, 2017



Scale: 1"=8,500'

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 2016\pz\AnnexVicMap.mxd



ANNEXATION REQUEST AN-17-08

Applicant: Waste Industries, LLC
Area: 19.86 acres (approximate)

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

**Planning & Development
 Department**

City of High Point

Date: August 28, 2017



Scale: 1"=600'
 G:/Planning/Secure/ba-pz/
 2017/pz/an17-08.mxd

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 City of High Point Parks & Recreation Administration Office at 5:30 p.m. on the 18th day of September, 2017; 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 18, 2017.

ANNEXATION DESCRIPTION (Waste Industries, LLC)

Annexation Case 17-08 (AN-17-08)

The annexation site is approximately 19.8 acres and lying along the west side of Elon Place, approximately 1,600 feet south of Business 85. The property is addressed as 1236 Elon Place and also known as Guilford County Tax Parcel 0161532; and more specifically described as follows:

BEGINNING AT A 1/2" EXISTING IRON PIPE LOCATED IN THE WESTERN RIGHT-OF-WAY OF ELON PLACE (S.R. #1159) HAVING N.C. GRID COORDINATES NAD 1983 OF NORTH(Y)= 803291.83 EAST(X)=1720166.97; SAID POINT BEING LOCATED 1,370 FEET FROM THE INTERSECTION OF ELON PLACE AND U.S. HIGHWAY 70/1-85 BUSINESS.

THENCE FROM THE POINT OF BEGINNING AND ALONG THE WESTERN RIGHT-OF-WAY OF ELON PLACE S 33°03'55" W A DISTANCE OF 532.67 FEET TO A 1/2" EXISTING IRON REBAR, THE NORTH EAST CORNER OF PHILLIP KOLLITHANATH, DEED BOOK 6933, PAGE 938; THENCE WITH THE NORTHERN LINE OF KOLLITHANATH N 85°02'27" W A DISTANCE OF 653.11 FEET TO AN EXISTING CONCRETE MONUMENT.

THENCE WITH THE WESTERN LINE OF KOLLITHANATH S 21°47'55" W A DISTANCE OF 200.66 FEET TO A 1" EXISTING IRON PIPE IN THE NORTHERN LINE OF SARLIE HAROLD THOMPSON, DEED BOOK 5316, PAGE 1458, PASSING THROUGH A 1" EXISTING IRON PIPE AT 198.26 FEET. THENCE WITH THE NORTHERN LINE OF THOMPSON N 85°19'14" W A DISTANCE OF 32.35 FEET TO A 1" EXISTING BENT IRON PIPE WITH A NAIL SET AT THE BASE, THE NORTH EAST CORNER OF C & M INVESTMENTS OF HIGH POINT, DEED BOOK 3935, PAGE 2166.

THENCE WITH THE NORTHERN LINE OF C & M INVESTMENTS N 85°09'40" W 949.97 FEET TO A 1" EXISTING IRON PIPE, THE NORTH EAST CORNER OF THE RIGHT-OF-WAY FOR SERVICE ROAD "D" THE NORTH WEST CORNER OF C & M INVESTMENTS AND THE SOUTH EAST CORNER OF THE STATE HIGHWAY COMMISSION, DEED BOOK 2583, PAGE 286 "NEW RIGHT OF WAY TRACT.

THENCE WITH THE STATE HIGHWAY COMMISSION PROPERTY ALONG A CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 546.32 FEET, A RADIUS OF 1402.39 FEET, AND A CHORD BEARING OF N 42°41'54" E A DISTANCE OF 542.88 FEET TO A 1/2" CAPPED EXISTING IRON REBAR. THENCE CONTINUING WITH THE STATE HIGHWAY COMMISSION N 53°41'15" E A DISTANCE OF 324.88 FEET TO AN EXISTING CONCRETE MONUMENT IN THE SOUTHERN LINE OF ROBERT AND JUDY REES, DEED BOOK 6820, PAGE 1395.

THENCE WITH THE SOUTHERN LINE OF REES S 85°53'44" E A DISTANCE OF 1368.19 FEET TO THE POINT OF BEGINNING, CONTAINING 19.862 ACRES MORE OR LESS.

ALL AS SHOWN ON AN ANNEXATION SURVEY PREPARED BY EAGLE ENGINEERING, INC. (RUSSELL L. WHITEHURST, PLS) AND DATED JULY 3, 2017.

SECTION 2. Upon and after **September 18, 2017** 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 City Council,
this the **18th** day of **September, 2017**.
Lisa B. Vierling, City Clerk

**RESOLUTION of the HIGH POINT CITY COUNCIL
APPROVING CONVEYANCE
OF REAL PROPERTY
TO A NONPROFIT CORPORATION**

WHEREAS, the City of High Point owns a tract of land located at 202 N. Hoskins Street in the City of High Point and more particularly described in Deed Book 7882, Page 373-376 of the Guilford County Registry (“Property”); and

WHEREAS, North Carolina General Statute § 160A-457 authorizes a city’s acquisition and disposition of property for redevelopment as part of a community development program, or independently thereof, and without the necessity of compliance with the Urban Redevelopment Law; and

WHEREAS, North Carolina General Statute § 160A-20.1 authorizes a city to appropriate money to private organizations to carry out any public purpose that a city is authorized by law to engage in; and

WHEREAS, North Carolina General Statute § 160A-279 authorizes a city to convey real property by private sale to a nonprofit corporation which carries out a public purpose, in lieu of or in addition to the appropriation of funds; and

WHEREAS, the City of High Point has approved a contract with Habitat for Humanity of High Point, Archdale & Trinity, Inc. to construct affordable housing in the Washington Terrace area to convey the above-described Property to Habitat for Humanity of High Point, Archdale & Trinity, Inc.;

THEREFORE, THE CITY COUNCIL FOR THE CITY OF HIGH POINT RESOLVES THAT:

1. The Mayor of the City of High Point is authorized to execute all documents necessary to convey title to the Property located at 202 N. Hoskins Street in the City of High Point, and is more particularly described in Deed Book 7882, Page 373-376 of the Guilford County Registry.
2. The consideration of the conveyance is Habitat for Humanity of High Point, Archdale & Trinity, Inc.’s agreement to use this property only for the “public” purpose of furthering the mission of the City of High Point in providing owner-occupied housing. If for any reason the property ceases to be used for a “public” purpose, the property shall revert back to the City of High Point. A statement to this effect shall be placed in the deed of conveyance.
3. The City Clerk shall publish a notice summarizing the contents of this resolution and the conveyance of the property may be consummated at any time after 10 days of publication of the notice.

ADOPTED this the 18th day of September, 2017.

CITY OF HIGH POINT

By _____
William S. Bencini, Jr., Mayor

Attested to:

Lisa Vierling, City Clerk

**RESOLUTION of the HIGH POINT CITY COUNCIL
APPROVING CONVEYANCE
OF REAL PROPERTY
TO A NONPROFIT CORPORATION**

WHEREAS, the City of High Point owns a tract of land located at 206 N. Hoskins in the City of High Point and more particularly described in Deed Book 7943, Page 2098-2100 of the Guilford County Registry (“Property”); and

WHEREAS, North Carolina General Statute § 160A-457 authorizes a city’s acquisition and disposition of property for redevelopment as part of a community development program, or independently thereof, and without the necessity of compliance with the Urban Redevelopment Law; and

WHEREAS, North Carolina General Statute § 160A-20.1 authorizes a city to appropriate money to private organizations to carry out any public purpose that a city is authorized by law to engage in; and

WHEREAS, North Carolina General Statute § 160A-279 authorizes a city to convey real property by private sale to a nonprofit corporation which carries out a public purpose, in lieu of or in addition to the appropriation of funds; and

WHEREAS, the City of High Point has approved a contract with Habitat for Humanity of High Point, Archdale & Trinity, Inc. to construct affordable housing in the Washington Terrace area to convey the above-described Property to Habitat for Humanity of High Point, Archdale & Trinity, Inc.;

THEREFORE, THE CITY COUNCIL FOR THE CITY OF HIGH POINT RESOLVES THAT:

4. The Mayor of the City of High Point is authorized to execute all documents necessary to convey title to the Property located at 206 N. Hoskins Street in the City of High Point, and is more particularly described in Deed Book 7943, Page 2098-2100 of the Guilford County Registry.

5. The consideration of the conveyance is Habitat for Humanity of High Point, Archdale & Trinity, Inc.’s agreement to use this property only for the “public” purpose of furthering the mission of the City of High Point in providing owner-occupied housing. If for any reason the property ceases to be used for a “public” purpose, the property shall revert back to the City of High Point. A statement to this effect shall be placed in the deed of conveyance.

6. The City Clerk shall publish a notice summarizing the contents of this resolution and the conveyance of the property may be consummated at any time after 10 days of publication of the notice.

ADOPTED this the 18th day of September, 2017.

CITY OF HIGH POINT

By _____
William S. Bencini, Jr., Mayor

Attested to:

Lisa Vierling, City Clerk

**RESOLUTION of the HIGH POINT CITY COUNCIL
APPROVING CONVEYANCE
OF REAL PROPERTY
TO A NONPROFIT CORPORATION**

WHEREAS, the City of High Point owns a tract of land located at 1507 Davis Avenue in the City of High Point and more particularly described in Deed Book 7837, Page 213-214 of the Guilford County Registry (“Property”); and

WHEREAS, North Carolina General Statute § 160A-457 authorizes a city’s acquisition and disposition of property for redevelopment as part of a community development program, or independently thereof, and without the necessity of compliance with the Urban Redevelopment Law; and

WHEREAS, North Carolina General Statute § 160A-20.1 authorizes a city to appropriate money to private organizations to carry out any public purpose that a city is authorized by law to engage in; and

WHEREAS, North Carolina General Statute § 160A-279 authorizes a city to convey real property by private sale to a nonprofit corporation which carries out a public purpose, in lieu of or in addition to the appropriation of funds; and

WHEREAS, the City of High Point has approved a contract with Habitat for Humanity of High Point, Archdale & Trinity, Inc. to construct affordable housing in the Washington Terrace area to convey the above-described Property to Habitat for Humanity of High Point, Archdale & Trinity, Inc.;

THEREFORE, THE CITY COUNCIL FOR THE CITY OF HIGH POINT RESOLVES THAT:

7. The Mayor of the City of High Point is authorized to execute all documents necessary to convey title to the Property located at 1507 Davis Avenue in the City of High Point, and is more particularly described in Deed Book 7837, Page 213-214 of the Guilford County Registry.

8. The consideration of the conveyance is Habitat for Humanity of High Point, Archdale & Trinity, Inc.’s agreement to use this property only for the “public” purpose of furthering the mission of the City of High Point in providing owner-occupied housing. If for any reason the property ceases to be used for a “public” purpose, the property shall revert back to the City of High Point. A statement to this effect shall be placed in the deed of conveyance.

9. The City Clerk shall publish a notice summarizing the contents of this resolution and the conveyance of the property may be consummated at any time after 10 days of publication of the notice.

ADOPTED this the 18th day of September, 2017.

CITY OF HIGH POINT

By _____
William S. Bencini, Jr., Mayor

Attested to:

Lisa Vierling, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: ACS (Advanced Control Systems) Informal Bid/Sole Source

From: Garey S. Edwards, Electric Utilities Director

Meeting Date: September 5, 2017

Public Hearing: N/A

Advertising Date /

Advertised By: N/A

Attachments: Attachment A: ACS-PRISM System Upgrade-Firm Offer
Attachment B: Letter of Sole Source for ACS Prism Solutions
Attachment C: Letter of Recommendation from City of High Point-Electric Department

PURPOSE:

To replace and upgrade our SCADA system.

BACKGROUND:

Advanced Control Systems has provided the City of High Point with excellent service over the past thirty plus years. The City of High Point-Electric Department has used this manufacturer's SCADA equipment and software since the early 1980's. It is vital equipment to our department for all that it does, such as monitor, control, report, and many other features that it provides. It is compatible with all our other equipment and performs with minimal down time. This is a sole source that must be provided by the manufacturer ACS.

BUDGET IMPACT:

Funds are available in the 2017-2018 Annual Budget.

RECOMMENDATION / ACTION REQUESTED:

City Council is requested to approve this informal bid/sole source provider.

City of High Point
Electrical Department
Municipal Operations Center
Post Office Box 230, 816 E Green St.
High Point, NC 27262



September 1, 2017

Erik Conti, Purchasing Manager
City of High Point-Purchasing Division
220 South Hamilton Street
High Point, North Carolina 27260

Dear Mr. Conti:

Our current SCADA system (Supervisory Control and Data Acquisition) has become older and is in need of replacement. This SCADA system helps us to monitor and control our electric system remotely. It is a valuable piece of equipment for our department and the City. We have had the SCADA system made by ACS (Advanced Control Systems) since the early 1980's, and have received great service and product support from them. Our current system has been in service since about 1999 and is at the time for replacement because the lifespan of the equipment is ten to fifteen years. The warranty for this equipment has passed as well.

We would like to keep ACS as our SCADA vendor because of compatibility issues and standardization. We have some older field equipment that works seamlessly with this system. It would require additional capital to replace these other pieces of equipment if we changed vendors. We have been trained on this system and a change of systems would require extensive re-training. There is a newer version of software being released and it will require the new hardware for this software to run on. The new hardware will be compatible with the older field equipment as well as any new equipment that is being produced currently.

Sincerely,

A handwritten signature in cursive script that reads "Philip Hiatt". The signature is written over a horizontal line.

Philip Hiatt, P.E.
Senior Electrical Engineer/Substation Engineer

August 23, 2017

To: **High Point Electric Utilities Dept.**
816 E. Green Dr.
High Point, NC 27260

Attn: Scott Foster
Phone: (336) 883-3133
Email: scott.foster@highpointnc.gov

Offer Number: PR-1701-1136
Description: PRISM System Upgrade

Dear Scott,

Advanced Control Systems, Inc. is pleased to present to High Point Electric Utilities Dept. this offer to perform an upgrade of your ACS PRISM system to our newest release of the core software, PRISM 11.

Our records indicate that your current system is running PRISM 10. In order to continue to effectively support your system and ensure that you have the latest features and performance capability that ACS has to offer, it is important that you consider a PRISM upgrade at this time.

PRISM 11 is ACS' first true 64-bit version of our system software. This affords many advantages over your existing software, but chief among them is the increased system performance – including the ability to process 10x more database changes/sec than prior version. The new release also provides enhanced alarm/event functionality and security features, among other improvements. You can find details on the changes made in the accompanying documentation.

The upgrade to PRISM 11 requires modern 64-bit hardware, and thus this proposal includes not only the software upgrade, but replacement of your existing hardware that is running PRISM. Your upgrade will include the loading, configuration and testing of the new hardware in the ACS factory as described in the proposal. This is the optimal way of ensuring that your upgrade proceeds smoothly with minimal, if any, system downtime.

Please let us know if you have any questions. We are here to support you and to ensure that your system includes our latest technology to enable you to manage your network as efficiently and effectively as possible.

We appreciate you being a part of the ACS family.

Sincerely,



Janie Schmidt
Sales Director
Advanced Control Systems, Inc.
404-861-7380
janie.schmidt@acspower.com

High Point Electric Utilities Dept.

PRISM SYSTEM UPGRADE

Firm Offer

Offer No.: PR-1701-1136

Rev. 00

Date: August 23, 2017

This document contains proprietary information

Originated by: Christelle Ndjaboue



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1 INTRODUCTION

When High Point Electric Utilities Dept. collaborates with Advanced Control Systems, Inc. (ACS), you are harnessing the talents and focused energies of business people who are pioneers in substation automation, and leading providers of smart grid solutions.

Competitive advantage in the power industry relies on the ability to make processes faster, more flexible, more efficient and, above all, more cost effective. ACS is your partner integrating business processes across all levels, and helping you create your competitive advantage.

The latest version of our long-standing core PRISM system platform will help you deliver real-time information and automate processes 10 times faster than with previous versions. Continuing a long history of improvements and updates to PRISM, this upgrade will bring significant enhancements to both features and performance across the spectrum of PRISM applications.

Advanced Control Systems, Inc. is pleased to present this offer in response to your request for the upgrade of the existing PRISM system.

We very much appreciate that you and other staff members invest your time and effort in reviewing our submittal.

2 SOLUTION DESCRIPTION

2.1 PRISM System Upgrade

Though most software updates are developed mainly to address security holes in programs, we upgraded PRISM with bug fixes and enhancements to considerably increase system's performance, sizing, capabilities and speed. PRISM 11 has been designed with enhanced processing capabilities and expanded capacities to meet your needs. The PRISM system upgrade will help you be more agile and responsive when it comes to effectively managing the electrical network and infrastructure as shown below:

	PRISM 10	PRISM 11
Performance (RTDB changes/sec)	5,000	50,000
Max. Number of Stations Points / Category	10,000	100,000
Control Queue - Buffer Size	512	5,000
Max. Number of Graphical Operator Interface (GOI) Windows	160	300

Figure 1 - System Performance Comparison PRISM 10 vs PRISM 11

Following are the primary benefits this upgrade will provide to your system:

- ❖ **Improved system performance and speed:** During a major storm or other outage event, your system must be able to perform at its best. Previous versions of PRISM processed real-time information at a maximum rate of 5,000 database changes/second. The upgraded PRISM will increase the processing capability tenfold, enabling your system to process up to 50,000 network events per second in order to deliver mission-critical performance.
- ❖ **Increased platform for system expansion:** With the proliferation of IEDs and other automated devices and sensors being deployed on today's grid, a modern automation system requires almost unlimited expansion capability. The upgraded system will now support up to 100,000 stations with up to 100,000 points per category.
- ❖ **Enhanced alarm/event functionality:** The upgraded PRISM system will include many new features and enhancements to improve ease-of-use for operators.
- ❖ **Expanded reporting functionalities:** New functionalities have been added in Greport, the reporting tool accessed via the PRISM GOI, to enhance its capabilities. The upgraded PRISM system has an integrated spreadsheet-based reporting tool, LibreOffice incorporating more features and improvements than the previous OpenOffice.
- ❖ **Heightened situational awareness for operators:** Previous PRISM versions support up to 160 Graphical Operator Interface (GOI) devices. The upgraded system will now support up to 300 devices, enabling you to deliver increased situational awareness with more connections to PRISM system displays and reporting devices, whether locally, remotely, or on large multi-display video walls.
- ❖ **Increased control capability:** Historically, the number of controls issued in a SCADA system was relatively low and did not push the queue limit of 512 concurrent controls. This limit has now been increased to 5,000 to support the increased use of controls required by applications such as Integrated Volt/VAR Control (IVVC), which also utilizes a "keep alive" mechanism.
- ❖ **Enhanced system security features:** A security hole can endanger your utility. Exploiting security vulnerabilities in programs to deliver malware is a common method employed by cybercriminals. We designed PRISM 11 to enhance the security of your system against serious attacks. The cryptographic network protocol Secure Shell (SSH) will be the standard when it comes to remote login, making backups, and remote file transfer via scp or sftp.
- ❖ **Increased efficiency and profitability:** The upgraded system will even better manage the electrical network and infrastructure, increasing the overall profitability and efficiency.



In order to get the best performance from your PRISM system, and most importantly, to stay protected against cyber-attacks and malicious threats, we strongly recommend an upgrade to PRISM 11 for all utilities currently running PRISM 10.x or earlier versions.

Please refer to Attachment A - PRISM 11 Features and Capabilities for the list of additions and enhancements provided with the latest version of the PRISM system.

2.2 Upgrade Considerations



As a true 64-bit application, PRISM systems now can take advantage of the increased memory space and parallel processing capabilities offered by 64-bit architecture. PRISM 11 is the first 64-bit version of our core platform, and requires Red Hat



Enterprise Linux 6.5 (RHEL 6.5 - 64 bit) or later versions of RHEL. Therefore, applications using the ACS Application Programming Interface (API) library will require libraries compiled on RHEL 6.5.

The requirements on the upgraded system can be resumed as follows:

2.2.1 Software requirements

Software License	Requirements
PRISM 11 – 64 bit	- O.S: Linux (64-bit) - Version: Red Hat Enterprise Linux Server/Desktop <u>6.5 or later versions</u> of RHEL
Red Hat 5.x and 6.x nodes	PRISM systems should <u>NOT contain a mix of Red Hat 5.x and 6.x nodes</u>. This creates maintenance issues and complicates support and future upgrades.
Important Note: - ACS standard servers are now HP Gen 9 and they can only run RedHat v6 or higher natively. - Red Hat Enterprise Linux Server/Desktop v5.x and lower <u>are not compatible</u> with PRISM 11 - Due to the above requirements, customers requesting to add new RedHat v6 hardware to the system will be required to upgrade all nodes to Red Hat 6.x as part of the upgrade. This applies even if customers do not choose to upgrade to PRISM 11 for any reason. - Existing PRISM 10 (which is 32-bit) can be re-installed on new Red Hat v6 hardware.	
Disclaimer: PRISM 11 is not compatible with RHEL v5.x and lower versions. Therefore, ACS cannot resolve any issues related to PRISM 11 when running on these operating systems.	
Other Software requirements - DASdb 6.0 or later (if applicable) - Oracle 11G or higher if genHDA	

- Customer applications using the ACS application programming interface (API) will require re-compilation with ACS 64-bit libraries

2.2.2 Hardware Requirements

Hardware	Requirements
Server/ Memory	• HP ProLiant DL380 G9 Server or later versions should replace all previously deployed Linux servers • 16GB minimum for systems with maps and servers – the more the better
Workstation /Memory	• HP z640 PC workstation should replace all previously deployed Linux workstations • 8GB minimum recommended for workstations • 16GB minimum for workstation-based masters
Older HP Hardware HP ProLiant DL380 G8 HP ProLiant DL380 G7 HP z620 workstation z600 workstation	• Certified for RHEL v6.5 • Discontinued by HP/ Not supported anymore • To be handled on a case -by-case basis • More memory required
Disclaimer: ACS has not performed PRISM 11 testing on the above retired HP hardware and cannot guarantee the system increased performance and security when running PRISM 11 on such hardware.	
Important Note: - If PRISM 11 is deployed on older generations of servers or workstations not supported anymore by the original manufacturer, any issues will have to be replicated on the newer generation to exclude any hardware related issues. - ACS standard server and workstation should be used to avoid system maintenance issues and complicated support	

2.3 Cost and System Considerations

- The license upgrade to PRISM 11 is covered under the ACS Full Subscription Support and Long-Term Support Agreement (LTSA) programs. Therefore, all existing ACS software licenses under the programs will be upgraded to the latest revision at no license cost.
- Furthermore, LTSA engineering hours may be utilized for the upgrade services.
- ACS has developed an automated tool to guarantee consistent, qualification of both the core Linux OS and all PRISM files and applications on the target system.
- Documented processes and project management tools are used to help ensure a smooth system transition with minimal, if any, downtime.

2.4 ACS System Upgrade Plan

ACS understands the investments that our customers make to their SCADA system. When your PRISM SCADA software/hardware become obsolete, we suggest that our Full Support/ LTSA Customers turn to the ACS System Upgrade (SU) Plan.

The System Upgrade (SU) process is designed with the long-term satisfaction of our customers as our top priority. The proper method for ensuring this long-term satisfaction is for ACS to verify the existing system's components, perform the necessary upgrades to hardware and software components, perform configuration tune-up services, and to document all changes completely and accurately. With this plan, your short term goals will be met, while building the proper foundation for the utility's system roadmap for the future.

The ACS System Upgrade (SU) Plan provides the following functions:

System design: When the customer accepts a SU Plan, ACS will analyze the existing system design to ensure that the system is configured properly.

System Hardware: With the SU Plan, ACS will analyze all of the hardware used in your PRISM SCADA system. If any hardware is obsolete, retired, or is no longer being supported, ACS will identify this hardware and provide a list to the customer. ACS will also provide a price for this hardware along with current specifications and recommendations for virtualization, if desired. If the customer would prefer to purchase the hardware themselves, ACS would make plans to have the hardware shipped directly to our Factory.

System Software: ACS understands that the heart of your SCADA system is the software that is running on your system. Per the Full Subscription Support and Long-Term Support Agreement (LTSA) programs, ACS will provide at no license cost the latest revision of the ACS software that is existing on your system – this revision includes all patches, updates and upgrades available to all ACS software.

System Loading: ACS will load all software, and transfer the existing database, displays, historical files, and reports of your current system to the new system. If the customer desires any new applications, this software will be loaded in the new system as well. The software licenses will be installed on the new hardware before shipping to customer site.

System Testing: As part of the SU Plan, ACS will set up the entire system on our factory test bed and ensure proper operations of all system features prior to shipment. As with any new system, our customers are always welcome to witness this testing.

Special Installation / Startup / Commissioning / On-Site Training: As part of the SU Plan, ACS will provide system installation, system startup, system commissioning and on-site training, if required.

System Warranty: ACS believes that following a SU Plan, the updated system mirrors a new system and therefore the entire system is warranted for twelve (12) months following the Customer's Acceptance of the system.

3 SCOPE OF SUPPLY

3.1 Base Scope

Advanced Control Systems, Inc. is pleased to present this offer in response to your request for the upgrade and expansion of the existing PRISM system.

New 64-bit hardware will be supplied with new Red Hat OS licenses and the latest version of PRISM licenses will be installed for each workstation. The workstations master will be rack mounted in the cabinet.

The following new hardware will be supplied to High Point Electric Utilities Dept.:

Item	Primary	Backup	New System Hardware
1	1	1	New Workstations Master HP z640 PC workstation (or equivalent) configured with: • Intel Xeon E5-1620v3 (1P-4C, 3.5GHz, 10MB/2133) cpu • 32GB (2x4GB) DDR4-2133 registered memory • Two (2) 300GB 15k SAS SFF disk drives • LSI 9217-4i4e 8-port SAS 6Gb/s RAID card • Slim SuperMulti DVDRW SATA drive • Intel Ethernet I210-T1 PCIe NIC card • NVIDIA NVS 310 512MB 2xDP graphics card • USB standard keyboard and optical scroll mouse • (1) New RHELv6 OS environment to be installed
2	1	1	New Monitors for Workstations 24" LCD monitors
	1	1	PC Speaker Bar for 24" LCD monitors
3	1	1	Network and Miscellaneous Hardware Rackmount Kit for HP Z6 series Workstations
	1	1	Battery Backup for workstations
	1	1	PRISM System Restore - standard
	1	1	Network-Serial Port Servers (Commtrons to replace Equinox)

Per the current Full Subscription Support Warranty, the following existing software licenses will be upgraded to the latest revision of ACS software at no license cost. The software licenses will be installed on the new hardware before shipping to customer site.

Item	Primary	Backup	Existing System Software to be upgraded
5	1	1	Existing PRISM SCADA Software (per Support Agreement) PRISM SCADA Software including: Command Interpreter, Historical Data Collection, SOE, OpenOffice Spreadsheet Report Writer, Area of Assignments, System Vector Graphics, PRISM Restore, Data Trending, and StickyNotes.

Item	Primary	Backup	Existing System Software to be upgraded
	1		Reflections X
	1	1	DNPnet
6	1	1	Existing Operating System Software Licenses Red Hat Enterprise Linux v6- Workstation Edition

The existing system may be configured with the following equipment:

	Existing Equipment Onsite	Supplied by Customer
	Existing Network and Miscellaneous Hardware	
1	NTP	
1 Lot	Cables and miscellaneous hardware for system integration in equipment cabinets.	
	The existing system may be configured with the following equipment:	
	Existing PRISM Communication Interfaces	
2	PRISM Communication Interface, equipped with:	
	· Power Supply	
	· Host Processor Module	
	· Gateway Modules and Gateway Interface Modules	

	ACS System Upgrade Services	
Lot	Design & Consultation: Review existing drawings and update as necessary to make certain that they accurately depict the current system, ensuring that ACS is aware of any prior configuration changes and existing interfaces that could impact system design. Review any outstanding issues and special customer requirements, identifying the appropriate solutions.	Included
Lot	Engineering and Documentation: Equipment manufacturing & testing, system engineering and integration testing of the staged equipment at ACS' facilities. Provide new product documentation and ACS hardware & software manuals where required. ACS will provide a detailed trip report upon completion of the project.	Included
Lot	Post Installation, Testing and Certification: After installation and start-up services, the Customer Engineer will test the re-configured system and make adjustments as needed in order to ensure that the system is performing as expected. The Engineer will make backup images for the customer and for ACS, and hold a closeout meeting prior to departure.	Included

ACS System Upgrade Services		
Lot	Additional Services: Customer will receive 24x7 HelpDesk Phone support for seven (7) consecutive days upon completion of installation. Customer will receive follow-up from ACS Quality Assurance and Customer Service to verify that the upgraded system continues to function properly.	Included

ACS personnel will transfer the real-time database and historical data files to the upgraded system.

3.2 Additional Scope

Item	Primary	Backup	Additional System Hardware
O1	8		Remote Tower PC HP EliteDesk 800 G2 Tower PC (or equivalent) configured with: • Intel Core i7-6700 processor • 8GB (1x8GB) DDR4-2133 registered memory • One (1) 1TB 7200rpm SATA disk drive • LSI 9217-4i4e 8-port SAS 6Gb/s RAID card • Slim SuperMulti DVDRW SATA drive • Intel Ethernet I210-T1 PCIe NIC card • NVIDIA NVS 310 512MB 2xDP graphics card • USB standard keyboard and optical scroll mouse • Microsoft Windows 10 Pro 64 OS
	1	1	PRISM Remote Desktop Access software
	4	4	ePRISM Desktop Access license with 4 concurrent users ePRISM Desktop Access additional concurrent users
	8		New Monitors for X-Term Workstations
	8		24" LCD monitors PC Speaker Bar for 24" LCD monitors
O2	1	1	Optional Monitors for Workstations 42" LCD monitors
O3	1	1	Network Cabinets Equipment Cabinet with Power Distribution Units
	1	1	Cables and miscellaneous hardware for system integration in equipment cabinets

4 PRICING

The total price for the proposed system upgrade is **\$32,595 (Thirty-Two Thousand, Five Hundred and Ninety-Five) U.S. Dollars plus Expenses.**

Customer will be billed for travel time, plus all travel and living expenses at cost.

The price for (8) Xterminal Workstations (items #01) is **\$29,682 (Twenty-Nine Thousand, Six Hundred and Eighty-Two) U.S. Dollars**

The optional price for two large 42" Monitors (items #02) is **\$1,790 (One Thousand, Seven Hundred and Ninety) U.S. Dollars.**

The optional price for two equipment cabinets and associated labors (items #03) is **\$15,481 (Fifteen Thousand, Four Hundred and Eighty-One) U.S. Dollars.**

The optional price for 3 days ACS On-site Services to move 1 Sub and 8 RTU Generators from the existing FEP to the PCI is **\$5,850 (Five Thousand, Eight Hundred and Fifty) U.S. Dollars.**

The above pricing is based on standard ACS configuration and is defined under the following conditions:

- Firm, in USD, for the validity of the Offer
- All taxes are excluded from price
- Limited to the Scope of Supply

5 TERMS AND CONDITIONS

5.1 Terms of Payment

High Point Electric Utilities Dept. will be invoiced in accordance with the payment schedule described below:

- 20% Due at Receipt of Order
- 35% Due at Receipt of Hardware at ACS Factory
- 35% Due at Delivery of System from ACS Factory
- 10% Due at Customer Acceptance of system, or 90 Days after system delivery

Payments not received within this period will be subject to interest charges. In a mutual base other terms of payment can be discussed.

The terms and conditions governing this offer are set forth in **Attachment B – ACS General Terms and Conditions of Sales.**

5.2 Shipping & Handling

Standard shipping within the continental US is typically 5-7 business days.

A shipping & handling fee of \$35 will be added to each small package shipment. No separate freight invoice will be submitted. Packages exceeding \$35 freight charges will be billed at cost, or fixed pre-quoted cost if applicable.

Charges for premium shipping (next day morning delivery, afternoon delivery, etc.) will be billed at cost.

6 DELIVERY

The proposed delivery time is 90 days from Purchase Order subject to further agreements.

Purchase orders need to reference the Estimate Number, Billing and Shipping Information.

All purchase orders should be sent to the address below.

Advanced Control Systems, Inc.

2755 Northwoods Parkway Norcross, Georgia 30071

Attn: Order Entry Team

FAX: 01-770-448-0957

Email: ACSOrderEntryTeam@acspower.com

7 VALIDITY

This Offer is valid for a period of 90 days from the date of this offer.

8 WARRANTY

ACS warrants that the supplies shall be free from original defect in materials and workmanship for a period of 12 (twelve) months from delivery, in accordance with the delivery terms agreed with the Contractor.

The Contractor shall, within 30 (thirty) days, inform ACS in writing regarding any original defect found in the supplies during the warranty period, fully describing those defects, and return such defective supplies for repair or replacement, if appropriate.

ACS shall at its own cost repair or replace the defective materials within the adequate period of time to perform the necessary enquiries, changes, repairs and/or replacements and tests.

The material repaired and/or replaced shall benefit from an additional warranty period similar to the original one.

Any repair and/or replacement performed by the Contractor or by a third party during the warranty period, without ACS' prior written consent, shall immediately and definitively cease the warranty granted by ACS.

The warranty is exclusively limited to the supplies and does not cover improper and incorrect use or maintenance, negligence, accidents, abuses, lack of vigilance, incorrect assembly, normal deterioration, inappropriate environment, external chemical, electrical or electro-chemical influences, unauthorized operation or modification, disregard for instructions contained in user's manual.

9 EXCLUSIONS FROM OFFER

The following points must be considered as explicitly excluded from the offer:

- Any equipment or service not explicitly mentioned in this offer

10 SUPPORTING DOCUMENTATION

Attachment A - PRISM 11 Features and Capabilities

Attachment B – ACS General Terms and Conditions of Sales



August 23, 2017

Mr. Scott Foster
High Point Electric Utilities Department
816 East Green Drive
High Point, NC 27260
Scott.foster@highpointnc.gov

Re: Sole Source for ACS PRISM Solutions

Dear Scott:

Per your request, this letter indicates ACS' presence as the sole source provider for the PRISM Real-time platform. The PRISM platform includes PRISM SCADA solutions, DMS solutions, OMS solutions, and NTX series products and services. The PRISM Solutions are solely manufactured by Advanced Control Systems, Inc. in Atlanta, Georgia.

All PRISM systems, software and parts are provided and serviced by ACS. ACS maintains all copyright privileges for their products and these products must be purchased directly from the company. There are no agents or dealers authorized to resale these products.

Thank you for your request and your interest in and support of ACS, our Products and Services.

Best regards,

Advanced Control Systems, Inc.

A handwritten signature in blue ink that reads "David Estock". The signature is written in a cursive, flowing style.

David Estock
Manager of Proposals

CITY OF HIGH POINT

AGENDA ITEM



Title: Ordinance to Demolish –709 Hilltop St.

From: Michael McNair, Director
Community Development & Housing

Meeting Date: 9/18/17

Public Hearing: No

Advertising Date:

Advertised By:

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

PURPOSE:

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

BACKGROUND:

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

BUDGET IMPACT:

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

RECOMMENDATION / ACTION REQUESTED:

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

PENDING ACTION:

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

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

**ORDINANCE
REQUEST:**

Ordinance to Demolish

**PROPERTY
ADDRESS:**

709 Hilltop St.

OWNER:

Victor Manuel Campos Rivas & Cynthia Lanto

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

Summary of Major Violations

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

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

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

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

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

APPEALS:

No appeals to date.

**OWNER
ACTIONS:**

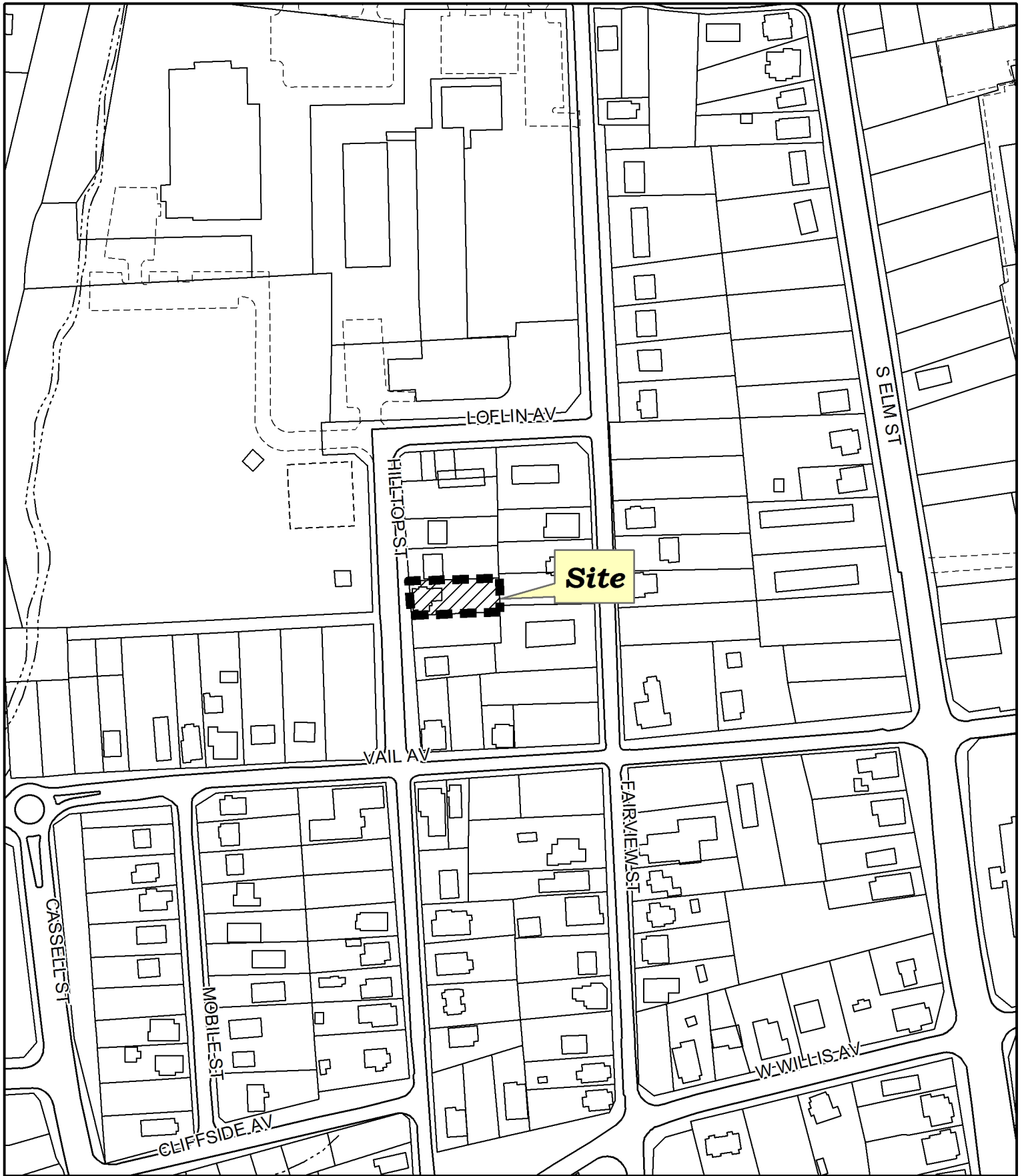
None

EXTENSIONS:

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

ADDITIONAL:

The owner did have the property inspected for termites and they are active and need to be treated. This report was submitted 3/11/17 by Pest Management. PMi also recommended that the floors and gutters be installed along with the moisture issue resolved before treatment begins. As of 8/11/17 no permits have been applied for,



709 Hilltop Street

Ordinance to Demolish



Location of subject property

**Community Development
and Housing**

City of High Point

Date: August 10, 2017



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



NOTICE OF SALE
BY ORDER OF THE COURT
IN AND FOR THE COUNTY OF
ALBANY, NEW YORK















**HIGH POINT CITY COUNCIL
REGULAR MEETING
High Point Theatre, Gallery B
August 21, 2017 – 5:30 P.M.**

ROLL CALL, PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Mayor Bencini called the meeting to order and asked for a moment of silence, which was followed by the Pledge of Allegiance.

Upon call of the roll, the following Council Members were present:

Present (9): *Mayor William S. Bencini, Jr., Mayor Pro Tem Jay Wagner (Ward 4); and Council Members Cynthia Y. Davis (At-Large), Latimer Alexander (At-Large); Jeffrey Golden (Ward 1), Christopher Williams (Ward 2), Alyce Hill (Ward 3), James C. Davis (Ward 5) and Jason Ewing (Ward 6).*

RECOGNITIONS AND PRESENTATIONS

170268 Resolution - AmeriCorps VISTA

Mayor Bencini will present at Resolution recognizing the dedication and service works of AmeriCorps VISTA's sponsored by High Point University.

Mayor Bencini read the Resolution recognizing the dedication and service works of AmeriCorps VISTA (HPU) students into the record. Joe Blosser, HPU Assistant Professor, Religion and Philosophy, accepted the resolution and introduced the VISTA students who were present. [applause]

170269 Recognition - Historic Preservation Commission Member

Bob Robbins, Senior Planner, will be presenting former Historic Preservation Commission Member, Tom Lugarich, with a plaque of appreciation for his five years of service on the HPC.

Bob Robbins, Senior Planner, presented a plaque of appreciation to Tom Lugarich, for his five years of service on the Historic Preservation Commission. [applause]

170292 Introduction of New Guilford County School Principals

Members of the Guilford County School Board will be in attendance to introduce three new principals assigned to our area schools.

Ed Price, former Guilford County School Board Member representing High Point, recognized three Guilford County School Board members who were present: Anita Sharpe, Wes Cashwell and Dianne Bellamy-Small. He then introduced Ashauna Harris, the new Principal at Welborn Middle School and Marcus Gaus, the new Principal at Andrews High School. After their introductions, they shared a few comments about activities going on at their schools.

FINANCE COMMITTEE - PUBLIC HEARING - Council Member J. Davis, Chair

Members: J. Davis, C. Davis, Hill and Alexander

170280 Public Hearing - EDC Incentives - Superior, LLC

Monday August 21, 2017 at 5:30 is the date and time established to receive public comments on a funding request for performance-based incentives for a company's expansion project at 4161 Piedmont Parkway; and authorize the City Manager to execute all documents.

Chairman Wagner opened the public hearing and asked staff to come forward to make the presentation.

Sandy Dunbeck, Executive Vice President of the High Point Economic Development Corporation recognized Vice President Marshall Yandle and Office Manager Linda Stokes of the High Point Economic Development Corporation.

Ms. Dunbeck advised that this would be a relocation and expansion project for Superior in High Point. Superior was formerly known as SunGuard Public Sector and most recently known as OSSi, then was acquired by Vista Equity partners on February 1, 2017 and received its new name then. Superior is a software solution developer for public safety, public administration, federal agencies and non-profit agencies. Due to the company's growth, High Point is being considered for this project, along with other locations in Florida and Iowa.

The present location for the company is 4000 OSSi Court and they currently have 140 employees. Under consideration for its relocation and expansion is a building at 4161 Piedmont Parkway in High Point. Ms. Dunbeck then introduced and recognized Ryan Kirby, Vice President of Marketing for Superior and Ann Peterson, of Jones Lang LaSalle, one of the company's consultants from Nashville, Tennessee.

If Superior picks High Point for this project, 80 new, full-time jobs would be added at an average wage of approximately \$55,000 per year. The project would also involve the investment of approximately \$2,500,000 in tenant improvements and related personal property for the project. Staff is asking that Council consider authorizing up to \$80,000 in performance-based financial incentives for this project. Ms. Dunbeck advised that the incentives would be subject to the company meeting benchmarks spelled out in the performance agreement and would be paid post-performance after the employees have been hired. The State of North Carolina is also considering participating in the project. Superior officials understand that under High Point's Incentive Policy, they will need to do the following two things:

- 1. Coordinate with the High Point Economic Development Corporation to hold a job fair in High Point to help with the city's goal of employing as many High Pointers as possible; and*

2. *Publicly and officially continue to call itself a High Point company and it will need a High Point address even though the Piedmont Parkway building has a Greensboro postal address within the City of High Point.*

It is anticipated that the company will make its location decision sometime in the 3rd quarter of this year.

At this time, Ms. Dunbeck turned the presentation over to Ryan Kirby of Superion.

Ryan Kirby, 4000 OSSi Court, addressed Council in support of their incentive request. He noted that he has been a High Point resident for about 20 years and is now very happy to be the Vice President of Marketing for Superion. He reported that they have seen consistent growth year after year and have been the target for acquisition several times. The most recent acquisition in February led them to the need for additional new jobs, which they are looking to expanding and relocating either in High Point or one of the other locations under consideration. Mr. Kirby confirmed they do have 140 current employees and Superior provides software for both the municipal side of the city, as well as the public safety side. They also provide software to a majority of the region and the state, and due to their new growth, they have reached out to California, Oregon, Washington, etc....

Following Mr. Kirby's comments, Chairman Wagner asked if there was anyone present who would like to offer any comments in support of or in opposition to this request. There being none, the public hearing was closed.

Approved performance-based incentives for Superion's expansion project at 4161 Piedmont Parkway, and authorized the city manager to execute all documents associated with the same.

A motion was made by Council Member J. Davis, seconded by Council Member Alexander, that this matter be approved. The motion carried by the following 9-0 vote:

Aye (9): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, Council Member J. Davis, and Council Member C. Davis

CONSENT AGENDA ITEMS

Finance Committee Chairman J. Davis reported that the Finance Committee did meet on August 16th and recommended all finance-related items except 170275 Cayenta Software Upgrade, be placed on the Consent Agenda with a favorable recommendation.

*At the request of Mayor Pro Tem Wagner, Matter #170278- **Interlocal Agreement with Guilford County for the Proposed County Animal Shelter**, was pulled from the Consent Agenda and placed on the Regular Agenda for further discussion/consideration.*

Council Member J. Davis then MOVED to APPROVE the remaining finance-related items on the Consent Agenda. Council Member Alexander made a second, which carried unanimously.

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

170270 Contract - Purchase of Electric Digger Derrick Truck

Council is requested to approve a contract with Terex Utilities, Inc., in the amount of \$272,020.00 for the purchase of a new Freightliner truck with a Terex Commander 5048 digger derrick body for use by the Electric Utility Department.

Approved contract with Terex Utilities, Inc. in the amount of \$272,020.00 for the purchase of a new Freightliner truck with a Terex Commander 5048 digger derrick body.

A motion was made by Council Member J. Davis, seconded by Council Member Alexander, that this matter be approved. The motion carried by the following vote:

Aye (9): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, Council Member J. Davis, and Council Member C. Davis

170271 Contract - Purchase of Electric Crane Truck

Council is requested to approve a contract with National Auto Fleet Group/72 Hour LLC in the amount of \$297,793.00 for the purchase of a 2018 Freightliner M2 and Crane package for use by the Electric Utility Department.

Approved contract with National Auto Fleet Group/72 Hour, LLC in the amount of \$297,793.00 for the purchase of a 2018 Freightliner M2 and crane package.

A motion was made by Council Member J. Davis, seconded by Council Member Alexander, that this matter be approved. The motion carried by the following 9-0 vote:

Aye (9): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, Council Member J. Davis, and Council Member C. Davis

170272 Contract - Purchase of Knuckleboom Truck

Council is requested to approve a contract with Amick Equipment Company in the amount of \$139,395.50 for the purchase of a new 2017 Freightliner with a Petersen TL-3 knuckleboom loader for use by the Environmental Services Division of Public Services.

Approved contract with Amick Equipment Company in the amount of \$139,395.50 for the purchase of a new 2017 Freightliner with a Petersen TL-3 knuckleboom loader.

A motion was made by Council Member J. Davis, seconded by Council Member Alexander, that this matter be approved. The motion carried by the following 9-0 vote:

Aye (9): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, Council Member J. Davis, and Council Member C. Davis

170273 Contract - Construction of Dog Park

Council is requested to approve a contract with Creative Design and Construction in the amount of \$122,629.00 for the construction of a dog park located at Hedgecock Park on West Parris Avenue.

Approved contract with Creative Design and Construction in the amount of \$122,629.00 for the construction of a dog park to be located at Hedgecock Park on West Parris Avenue.

A motion was made by Council Member J. Davis, seconded by Council Member Alexander, that this matter be approved. The motion carried by the following 9-0 vote:

Aye (9): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, Council Member J. Davis, and Council Member C. Davis

170274 Resolution - Rental Agreement - E-Z-Go Golf Carts

Council is requested to adopted a Resolution authorizing the City Manager to execute the necessary documents in connection with the rental financing agreement with PNC Equipment Finance LLC for the rental of golf carts for the Municipal Golf Courses.

Adopted a Resolution authorizing the City Manager to execute the necessary documents in connection with the rental financing agreement with PNC Equipment Finance LLC for the rental of golf carts for the Municipal Golf Courses.

A motion was made by Council Member J. Davis, seconded by Council Member Alexander, that this resolution be adopted. The motion carried by the following 9-0 vote:

Aye (9): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, Council Member J. Davis, and Council Member C. Davis

Resolution No. 1697/17-44

Introduced 8/21/2017; Adopted 8/21/2017

Resolution Book, Volume XIX, Page 166

170276 Resolutions - Authorized Signatures for City Depositories

Council is requested to adopt a series of Resolutions for authorizing depository agreements for those active depository and investment institutions which the City currently conducts deposit, disbursement and/or investment relationships.

Adopted a series of Resolutions for authorizing depository agreements for those active depository and investment institutions which the City currently conducts deposit, disbursement and/or investment relationships with.

A motion was made by Council Member J. Davis, seconded by Council Member Alexander, that these resolutions be adopted. The motion carried by the following 9-0 vote:

Aye (9): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, Council Member J. Davis, and Council Member C. Davis

Resolution No. 1698/17-45, Page 167

Resolution No. 1699/17-46, Page 168

Resolution No. 1700/17-47, Page 169

Resolution Book Volume XIX

170277 Updating Authorized Signatories for Pre-Audit Certification

Council is requested to authorize the positions and appropriate individuals be "deputy finance officers" as defined in the statutes to execute a valid preaudit certificate for the encumbering valid obligations of the City of High Point.

Authorized the positions and appropriate individuals to be "deputy finance officers" as defined in the statutes to execute a valid preaudit certification for the encumbering valid obligations of the City of High Point.

A motion was made by Council Member J. Davis, seconded by Council Member Alexander, that this matter be approved. The motion carried by the following 9-0 vote:

Aye (9): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, Council Member J. Davis, and Council Member C. Davis

REGULAR AGENDA ITEMS

FINANCE COMMITTEE - Council Member J. Davis, Chair

Members: J. Davis, C. Davis, Hill and Alexander

170278 Resolution - Interlocal Agreement - Guilford County - Proposed County Animal Shelter

Council is requested to adopt a Resolution authorizing the Mayor to execute a Interlocal Agreement between the City of High Point and the County of Guilford County to provide municipal water and sewer collection infrastructure and services for a proposed county animal shelter site located at 979 and 926-R2 Guilford College Road.

Mayor Pro Tem Wagner questioned the funding source for the proposed County Animal Shelter. Deputy City Manager Randy McCaslin advised that according to the agreement, the County would cover all costs associated with both the engineering and construction for the extension of water and sewer lines to the proposed site. He further explained that the water and sewer lines would have to be built to the city's standards.

Regarding the inquiry on the funding source, Council Member Alexander advised that the County is getting the money from a Two-thirds bond referendum. He noted the County is funding the proposed County Animal Shelter without voter approval, but stressed the importance for the City of High Point to extend the water and sewer to the proposed site and support Guilford County in their project because it is a very important County service.

Council Member J. Davis shared that the City would get double utility rates unless Guilford County petitions for annexation. Mr. McCaslin advised that annexation would be at the County's option as spelled out in the agreement.

Adopted a Resolution authorizing the Mayor to execute an Interlocal Agreement between the City of High Point and Guilford County to provide municipal water and sewer collection infrastructure and services for a proposed county animal shelter site located at 979 and 926-R2 Guilford College Road.

A motion was made by Council Member J. Davis, seconded by Council Member Alexander, that this resolution be adopted. The motion carried by the following 9-0 vote:

Aye (9): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, Council Member J. Davis, and Council Member C. Davis

Resolution No. 1701/17-48

Introduced 8/21/2017; Adopted 8/21/2017

Resolution Book, Volume XIX, Page 170

170275

Software Upgrade - Cayenta

Council is requested to approve an upgrade to the Customer Information System (CIS) Cayenta software used for utility billing and collections in the amount of \$218,700.00.

Bob Martin, Customer Service Director, solicited Council's approval of a contract to upgrade the City's Cayenta software, which is used for meter reading, utility billing, collections, work orders, work order dispatching, etc.... He explained they went live in June 2013 and the City has been using the Cayenta software for the past five years. He further explained that although the current version is still supported, they do not receive enhancements to the software, so they are unable to make further improvements. He advised that staff plans to start the upgrade in January of 2018 with an anticipated completion date of May or June 2018. Staff is requesting approval of the contract for the Cayenta software upgrade in the amount of \$218,700.

Chairman J. Davis pointed out due to a split decision in the Finance Committee, this matter was placed on the Regular Agenda for further discussion.

Council Member C. Davis restated the reason she did not support it to go on the Consent Agenda. She shared that she was around when Cayenta was being customized for the City of High Point and remembered it was a big mess. She asked if the upgrades would allow staff to meet the anticipated changes and tweaking to the system for things that are already in the program. She pointed out staff is still having to go in and manually key in entries and dates for holidays. She felt there was a better option. She stated she would like to have staff look some more at other software before purchasing the upgrade and making a decision.

Council Member Alexander asked Council Member C. Davis to explain what she meant when she made the comment that she was around when the keying in was taking place. Council Member C. Davis explained that she was not physically involved in the keying in of

information, but she was aware that staff is having to manually key certain payments in due to holiday lapses, etc....

Mr. Martin advised that staff has looked at other software and generally software for an enterprise our size, a low cost would be \$2.5-\$3.5 million with a higher-end product costing about \$5.5-\$6 million.

Mayor Bencini asked for staff to confirm that they are recommending approval of the Cayenta Software upgrade and Mr. Martin replied in the affirmative.

Approved an upgrade to the Customer Information System (CIS) Cayenta software for utility billing and collections in the amount of \$218,700.00.

A motion was made by Council Member J. Davis, seconded by Council Member Alexander, that this matter be approved. The motion carried by the following 8-1 vote:

Aye (8): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, and Council Member J. Davis

Nay (1): Council Member C. Davis

170279 Resolution - Establish Public Hearing Date - Proposed Financing of Downtown Multi-Use Sports and Entertainment Facility

Council is requested to adopt a Resolution calling for a public hearing on Monday, September 18, 2017 at 5:30 p.m. pursuant to NC General Statute 160A-20 for the consideration of financing the Downtown Multi-Use Sports and Entertainment Facility through the issuance of limited obligation bonds.

Jeff Moore, Director of Financial Services, advised this is the first legal and procedural step on the issuance of Limited Obligation Bonds (LOB) for the financing of the multi-use stadium facility under consideration for the Catalyst Project. He further advised that due to the timing with the meeting schedules and timeframes in getting the application to the Local Government Commission for review and approval, staff is asking for Council's consideration in establishing the date of September 18, 2017 at 5:30 p.m. as the date and time to hold the required public hearing on this matter.

At this time, Council Member Alexander made a MOTION to ADOPT the Resolution establishing a public hearing date of September 18, 2017 at 5:30 p.m. to consider public comment regarding the financing of the Downtown Multi-Use Sports and Entertainment Facility through the issuance of Limited Obligation Bonds (LOBs). Mayor Pro Tem Wagner made a SECOND.

For further discussion, Council Member J. Davis stated that he did not support this in the Finance Committee because there is no financing, repayment plan that has been worked out. He noted that it is anticipated that the Guilford County Commissioners will contribute 42% of the repayment plan, but the Commissioners have yet to make a commitment and vote on it. Council Member Alexander pointed out the amount for the County is actually 21%--not the 42% as Council Member J. Davis voiced. Council Member J. Davis advised that either way, the Guilford County Commissioners have not approved the TIF although they did hold a work session on

Thursday evening. He questioned the timing and having a public hearing without having the financing part worked out first and asked if there is an alternative plan in the case that the Guilford County Commissioners oppose it. Mr. Moore advised that staff is currently crafting an alternative plan with participation of the Guilford County staff and pointed out that the Convention & Visitors Bureau has offered a fi-payment plan in the amount of \$5 million, which is approximately half of the amount that is anticipated to be received by Guilford County.

Mayor Bencini pointed out the action before Council tonight is to set a date for a public hearing. Council Member J. Davis reiterated his concerns that High Point has asked the Guilford County Commissioners to put this on their first agenda for September and expressed concerns that there is no alternative financing plan in place. Council Member C. Davis advised that she did attend the Guilford County Commissioners Work session on Thursday and pointed out the Commissioners received a 421-page binder that the City Council has not yet received. She expressed strong concerns that the Commissioners were provided more information than the City Council has even seen. She noted that the City Council was asked to make a decision on April 3rd without this information and now they are being asked to set a public hearing for the funding when the rest of the City Council has not even seen the 421 pages of information provided to the Commissioners. As a result and due to the continued lack of transparency in the process, she stated that she would not be supporting it.

At this time, Council Member Alexander called the question.

Mayor Bencini asked for a vote of all those in favor of the MOTION to ADOPT the Resolution establishing a public hearing date of September 18, 2017 at 5:30 p.m. to consider public comment regarding the financing of the Downtown Multi-Use Sports and Entertainment Facility through the issuance of Limited Obligation Bonds (LOBs). **The motion carried by a 7-2 vote as follows:**

Aye (7): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, and Council Member Alexander
Nay (2): Council Member J. Davis, and Council Member C. Davis

Resolution No. 1702/17-49
Introduced 8/21/2017; Adopted 8/21/2017
Resolution Book, Volume XIX, Page 171

COMMUNITY HOUSING, NEIGHBORHOOD DEVELOPMENT AND PUBLIC SAFETY COMMITTEE - Council Member Golden, Chair

Committee Members: Golden, Alexander, Ewing and Williams

170281 Amendment - Sub recipient Agreement with Greensboro Consortium

Council is requested to adopt a Resolution Authorizing a Sub recipient Agreement Amendment with the City of Greensboro and that the appropriate City official and/or employee be authorized to execute all necessary documents.

Chairman Golden read the following resolution into the record:

RESOLUTION AUTHORIZING A SUBRECIPIENT AGREEMENT AMENDMENT BETWEEN CITY OF GREENSBORO, ACTING IN THE CAPACITY OF THE GREENSBORO/GUILFORD/BURLINGTON/ALAMANCE HOUSING CONSORTIUM, AND THE CITY OF HIGH POINT

WHEREAS, the City of Greensboro (“Greensboro”) serves as the lead entity acting on behalf of the Greensboro/Guilford/Burlington/Alamance Housing Consortium (“Consortium”) to which the City of High Point (“City”) was a member from July 1, 1994 to June 30, 2006; and

WHEREAS, the City achieved independent status as a Participating Jurisdiction effective July 1, 2006 and serves as sub recipient, acting on behalf of the Consortium with regard to the administration and oversight of eligible HOME Investment Partnerships Program (“HOME Program”) affordable housing activities within the city limits of High Point; and

WHEREAS, pursuant to the provisions of Section 160A-461 of the General Statutes of North Carolina, the City is authorized to enter into interlocal agreements with other units of local government and local political subdivisions in order to execute any undertaking; and

WHEREAS, the HOME Program is a procedure established for the use of funds made available from HUD through the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, to carry out multi-year housing strategies through assistance to first time home buyers and existing home owners, property acquisition, rehabilitation and new construction of housing, site improvements, tenant-based rental assistance, demolition, relocation expenses and other reasonable and necessary expenses related to the development of affordable housing; and

WHEREAS, the City and Greensboro desire to amend the Sub recipient Agreement dated May 16, 2007 to establish terms and conditions, clarify how HOME Program income must be reported and returned, and more clearly define the requirements for the parties based on City obtaining the status of Participating Jurisdiction; and

WHEREAS, the City acting in the capacity as the sub recipient will report and remit any program income generated from affordable housing activities funded under the HOME Program originally made available by the Consortium and undertaken by the City of High Point while a member of the Consortium prior to July 1, 2006; and

WHEREAS, the amended Sub recipient Agreement shall be effective until the end of the affordability periods for all activities undertaken by the City while a member of the Consortium prior to July 1, 2006.

THEREFORE, BE IT RESOLVED that the High Point City Council hereby authorizes the City Manager to execute a Sub recipient Agreement Amendment for the management of Consortium program income funds.

Adopted this the 21st day of August, 2017.

William S. Bencini, Jr., Mayor

Attest:

Lisa B. Vierling, City Clerk

[end of resolution]

After the resolution was read into the record, Mike McNair, Director of Community Development & Housing, explained that High Point was a member of the Consortium for about 12 years, but prior to that time High Point was a stand-alone participating jurisdiction. Due to changes in the HOME Grant Program, High Point became ineligible to participate, then joined a consortium to continue to access all the funds. In 2006, staff became aware that High Point could, once again, be a stand-alone participating jurisdiction, so they resumed that status and left the consortium. At that time, High Point executed an agreement with the City of Greensboro, who is the lead agency and were told that the resources could be retained. However, ten years later it was determined that was not consistent with the regulations and the City of High Point is required to return the funding in the amount of \$55,291.81 (which equates to about \$5,000 over an 11-year period). Staff is requesting Council's approval of the resolution.

Adopted Resolution authorizing a Sub recipient Agreement Amendment with the City of Greensboro and authorization for the appropriate City official and/or employee to execute all necessary documents.

A motion was made by Council Member Golden, seconded by Council Member Williams, that this resolution be adopted. The motion carried by the following 9-0 vote:

Aye (9): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, Council Member J. Davis, and Council Member C. Davis

**Resolution No. 1703/17-50
Introduced 8/21/2017; Adopted 8/21/2017
Resolution Book, Volume XIX, Page 172**

170282 Ordinance - Demolition of Structure - 1216 E. Russell Street

Council is requested to adopt an ordinance requiring the building inspector to effectuate the demolition of a structure located at 1216 E. Russell Street belonging to Susan Taro.

Chairman Golden reported at the request of staff, he was recommending the following three housing cases be placed on the pending list in the Community Housing, Neighborhood Development & Public Safety Committee.

Deferred this matter and placed it on the pending list in the Community Housing, Neighborhood Development & Public Safety Committee.

A motion was made by Council Member Golden, seconded by Mayor Pro Tem Wagner, that this matter be deferred to the Community Housing, Neighborhood Development & Public Safety Committee and placed on the Pending list. The motion carried by the following 9-0 vote:

Aye (9): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, Council Member J. Davis, and Council Member C. Davis

170283 Ordinance - Demolition of Structure - 523 N. Centennial Street

Council is requested to adopt an ordinance requiring the building inspector to effectuate the demolition of a structure located at 523 N. Centennial Street belonging to NTH Realty, LLC.

Deferred this matter and placed it on the pending list in the Community Housing, Neighborhood Development & Public Safety Committee.

A motion was made by Council Member Golden, seconded by Mayor Pro Tem Wagner, that this matter be deferred to the Community Housing, Neighborhood Development & Public Safety Committee and placed on the Pending list. The motion carried by the following 9-0 vote:

Aye (9): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, Council Member J. Davis, and Council Member C. Davis

170284 Ordinance - Demolition of Structure - 709 Hilltop Street

Council is requested to adopt an ordinance requiring the building inspector to effectuate the demolition of a structure located at 709 Hilltop Street belonging to Victor Manuel Campos Rivas and Cynthia Lanto.

Deferred this matter and placed it on the pending list in the Community Housing, Neighborhood Development & Public Safety Committee.

A motion was made by Council Member Golden, seconded by Mayor Pro Tem Wagner, that this matter be deferred to the Community Housing, Neighborhood Development & Public Safety Committee and placed on the Pending list. The motion carried by the following 9-0 vote:

Aye (9): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, Council Member J. Davis, and Council Member C. Davis

PENDING ITEMS

170255 Ordinance - Demolition of Structure - 1013 Johnson Street

Council is requested to adopt an ordinance ordering the housing inspector to effectuate the demolition of a structure located at 1013 Johnson Street belonging to Don G. Angell Trust.

160330 Ordinance - Demolition of Structure - 512 Hines Street

Council is requested to adopt an ordinance requiring the building inspector to effectuate the demolition of a structure located at 512 Hines Street belonging to Eliseo Zavala. (At the November 7, 2016 meeting this item was deferred to the December 5, 2016 Council Meeting. At the December 5, 2016 Council Meeting, Council deferred this item for 60 days or until the February 6, 2017 Council Meeting. At the February 6th Council Meeting, item was placed back in pending. At the May 1, 2017 meeting this item was continued to the May 15, 2017 meeting. At the May 15th Council Meeting this item was deferred for 45 days). At the June 5th meeting item was deferred pending receipt of the executed Supplemental Order from the property owner.

PROSPERITY & LIVABILITY COMMITTEE - Council Member Ewing, Chair
Committee Members: Ewing, Wagner, Williams and Hill

170287 Catalyst Project - Master Developer

Introduction of recommended Catalyst Project Master Developer.

Assistant City Manager Randy Hemann reported that he has been working on a Request for Qualifications with Forward High Point for selection of a Master Developer for the Catalyst Project and they reached out to around 50 people. As a result of the RFQ, Forward High Point interviewed Tim Elliott and he was asked to come make a presentation before City Council regarding his qualifications.

Tim Elliott with Sidewalk Development proceeded to provide a brief presentation identifying some projects that he has done in other locations. He shared that he is from Baltimore, Maryland and has been working and doing major projects in the northeast for many years and is currently working on a project in Rock Hill, South Carolina at Winthrop University, which should be built out in about seven years. Other projects that were identified that he has worked on or is currently working on were:

- ***East Carolina University*** in Greenville, NC (familiarity with NC General Statutes and environmental rules); working with them to rebuild downtown with the addition of apartment buildings due to the lack of them downtown.
- ***Rowan University*** in New Jersey (92 properties; 26 acres; 17 buildings; a park; 3/4 of the project is built-up; in the middle of nowhere and he had to create a destination for people to want to visit). They had a festival in the parking lot while the project was under construction to get people used to coming downtown and created an Italian Festival to accomplish this since there is a high percentage of Italians in the Jersey area. He noted they are 2/3 of the way complete and they are currently paying a little over \$4,000,000 in taxes now, which is a great return on the investment.
- ***Winthrop University*** in Rock Hill, SC;
Redevelopment of a textile mill district; 23 acres). Some of the development includes hotels, student housing, senior housing, athletic center, retail and town center, office space, etc....

Mr. Elliott explained as the master developer, he would not be building, but would be working with local developers and setting the stage for architectural and excellence acceptance, all of which will be spelled out in the master developer document. He further advised that his role as master developer for the project will be to develop and create a downtown destination among many blocks with community integration being the key. He noted that he would spearhead and manage all development in the area keeping 3- Cs in mind: Campus, Commerce and Community and making all these blend together. He stated he enjoys meeting with community groups and he likes to capitalize on constituents because of the key role they plan in these projects and making sure they come to fruition. Mr. Elliott shared that he has been visiting High Point for the past month absorbing all High Point has to offer as well as looking at some other ideas.

He shared that he will be creating a campus kind of community in High Point mixing and creating jobs, retail, residential, hotels, events, etc.... with a sense of excitement and it was his goal to present opportunities for jobs downtown, make downtown attractive to visit and live, and for students to stay and get a job and raise a family. He stressed the need to make the project unique to High Point taking in the points of the city and the heritage of the city. He also stressed the importance of having a strong graphic design as well as architectural design/engineering and pointed out that David Ashton Associates has done graphic design for many of the major and minor league baseball parks around the nation.

He closed by stating that his job as master developer is to make sure that all these parts are playing at the right time to make it economically feasible and to draw from beyond High Point. He then entertained questions.

Mayor Bencini inquired about the project currently underway in the Rock Hill, SC area and asked how many acres of development were involved and what the total private investment at build-out would be. Mr. Elliott replied that it consists of 23 acres with a \$238 million investment at build-out.

Council Member Alexander asked Mr. Elliott if all the projects that he highlighted in his presentation have been successful to this point. Mr. Elliott responded by stating the question is how success is defined and went on to say that Glassboro, New Jersey was definitely a success in going from \$200,000 in the 26-acres of aggregate revenue to the city to \$4.2 million and headed to \$6 million. He stated he was proud to create that as a destination, not just for Winthrop University, but for the people that visit to attend the annual Italian Festival.

He went on to say that if High Point constructs a stadium downtown, it would be like taking a boulder and throwing it in a pond instead of a rock and pointed out the economic reverberations would definitely go very fast.

There being no further questions, Chairman Ewing thanked Mr. Elliott for coming and expressed excitement about what is on the horizon for High Point.

PLANNING & DEVELOPMENT COMMITTEE - Mayor Pro Tem Wagner, Chair
Committee Members Wagner, C. Davis, J. Davis and Golden

170285 Resolution of Intent - Annexation 17-08

Approval of a Resolution of Intent that establishes a public hearing date of Monday, September 18, 2017 at 5:30 p.m., to consider a voluntary contiguous annexation of approximately 19.8 acres lying along the west side of Elon Place, approximately 1,600 feet south of Business 85. The property is addressed as 1236 Elon Place and also known as Guilford County Tax Parcel 0161532.

Adopted a Resolution of Intent establishing a public hearing date of September 18, 2017 at 5:30 p.m. as the date and time to consider public comment regarding a voluntary contiguous annexation of approximately 19.8 acres lying along the west side of Elon Place.

A motion was made by Mayor Pro Tem Wagner, seconded by Council Member C. Davis, that this resolution be adopted. The motion carried by the following 9-0 vote:

Aye (9): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, Council Member J. Davis, and Council Member C. Davis

**Resolution No. 1704/17-51
Introduced 8/21/2017; Adopted 8/21/2017
Resolution Book, Volume XIX, Page 173**

170286 Mobilitie, LLC - Right-of-Way Encroachment PermitsE-17-0002, RE-17-0007, RE-17-0008

A request by Mobilitie, LLC to allow 3 utility poles to be erected within the right-of-way in various areas of the City. The poles encroach into the right-of-way at differing amounts dependent upon location.

Justin Westbrook, Senior Planner, explained Mobilitie is a company out of Atlanta and they are proposing three different monopoles ranging from 38 feet 4 inches to 48 feet 4 inches, in the Premier, Piedmont Crossing and the North Rotary right-of-way. He referenced more details contained in the surveys, site plans, renderings, etc.... in the packets.

Council Member C. Davis thought they were very close to the edge of the road and Council Member Alexander pointed out they were located in the right-of-way and that was the reason they were requesting an encroachment.

Mr. Westbrook advised they originally wanted them in the neighborhood somewhere around 100-feet, but through negotiations and counseling, they came down a bit. He reported that these requests have been reviewed and approved by the Technical Review Committee.

Council Member Ewing asked if information is given to adjacent and/or adjoining property owners when these type requests are made. Mr. Westbrook explained staff does talk to the applicant and highly suggests that they make contact with any affected property owners.

Council Member C. Davis asked if the city could legally deny the request. City Attorney JoAnne Carlyle advised that the city could not deny it and noted there are not a whole lot of options. Council Member Alexander inquired about the responsibility should there be any damage to the pole and who would be responsible for the repairs. Mr. Westbrook noted it would be the company's responsibility as spelled out in the right-of-way encroachment agreement. Ms. Carlyle confirmed that these details are covered in the right-of-way encroachment agreement and advised the terms are as favorable as possible.

Approved the request by Mobilitie to allow three (3) utility poles to be erected within the right-of-way in various areas of the City.

A motion was made by Mayor Pro Tem Wagner, seconded by Council Member Williams, that this matter be approved. The motion carried by the following 9-0 vote:

Aye (9): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, Council Member J. Davis, and Council Member C. Davis

PUBLIC HEARING - PLANNING & DEVELOPMENT

170288 Jamestown Annexation Agreement

Consideration of a Resolution to renew an annexation agreement between the Town of Jamestown, North Carolina and the City of High Point, North Carolina.

The public hearing for this matter was held on Monday, August 21, 2017 at 5:30 p.m.

Heidi Galanti, Planning Administrator, advised this is a renewal of an existing annexation agreement with the Town of Jamestown. She reported that the road is broken into three separate lines because Jamestown and the City of High Point already abut these locations, which prompted a line being drawn where there was a gap between the two jurisdictions.

Line 1 is up to the north around the Cedarwoods Subdivision with Guilford College Road to the east. Line 2 borders the Jamestown Golf Course and Athletic Complex. To the south is Line 3, that runs along the southside of Jamestown north of Business-85.

Ms. Galanti pointed out there are two small adjustments along the Golf Course and on Line 3 around FurnitureLand South. The purpose of the agreement is to encourage orderly growth and proficient vision of services between the two communities, to eliminate uncertainty of the residents in the growth areas, and to inform the developing community as to which jurisdiction they need to work with when developing projects, as well as improving the ability for infrastructure planning.

Ms. Galanti further advised that this agreement utilizes the 1987 Session Law that allows for a 30-year agreement and noted this agreement is proposed to expire on January 1, 2048 and can be amended upon agreement between both parties. Staff is recommending the agreement to be effective January 1, 2018. The Jamestown Town Council met on August 15th and adopted the resolution. Staff is recommending approval.

Following staff's presentation, Chairman Wagner opened the public hearing and asked if there were any comments in support of or in opposition to the request. There being none, the public hearing was closed.

Adopted a Resolution renewing an annexation agreement between the Town of Jamestown and the City of High Point.

A motion was made by Mayor Pro Tem Wagner, seconded by Council Member Ewing, that this resolution be adopted. The motion carried by the following 9-0 vote:

Aye (9): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, Council Member J. Davis, and Council Member C. Davis

GENERAL BUSINESS AGENDA

170289 Amended Lease Agreement - Thomas Built Bus - Wireless Antennas

Council is requested to adopt a resolution approving an amended Lease Agreement with Thomas Built Buses providing for wireless network equipment on utility poles currently being leased by Thomas Buses at the 715 W. Fairfield Road campus.

Deputy City Manager Randy McCaslin advised that the city has received a request from Thomas Built Bus to allow them to locate WiFi on the existing poles that the city owns that are currently leased by Thomas Built Bus. He pointed out it will only be internal to the Thomas Built Bus campus.

Mayor Bencini asked if there were any questions. There were none.

Approved an amended Lease Agreement with Thomas Built Bus providing for wireless network equipment on utility poles currently being leased by Thomas Built Bus at the 715 W. Fairfield campus.

A motion was made by Council Member Alexander, seconded by Council Member Williams, that this resolution authorizing the lease of certain unoccupied space on city utility poles be adopted. The motion carried by the following 9-0 vote:

Aye (9): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, Council Member J. Davis, and Council Member C. Davis

170291 Reappointment - P & R Commission - Ed Price

Council Member Cynthia Davis is recommending the reappointment of Ed Price to the Parks and Recreation Commission as her at-large appointment. Appointment will be effective July 1, 2017 and expire July 1, 2020.

Mayor Bencini advised that Ed Price has had a long line of service to the Parks & Recreation Commission and noted that exceptions are made although he has reached the

maximum two-term limit allowed to serve according to policy. He then entertained a motion for the reappointment of Ed Price to the Parks & Recreation Commission.

Approved the reappointment of Ed Price to the Parks & Recreation Commission.

A motion was made by Council Member Davis, seconded by Council Member Davis, that this reappointment be approved. The motion carried by the following 9-0 vote:

Aye (9): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, Council Member J. Davis, and Council Member C. Davis

170290 Minutes to Be Approved

- Prosperity & Livability Committee; Wednesday, August 2nd @ 10:00 a.m.
- Finance Committee; Wednesday, August 2nd @ 4:00 p.m.
- Manager's Briefing Session; Monday, August 7th @ 4:00 p.m.
- Regular Council Meeting; Monday, August 7th @ 5:30 p.m.
- Community Housing, Neighborhood Development and Public Safety Committee; Tuesday, August 8th @ 10:00 a.m.

Approved the preceding minutes as submitted by the City Clerk.

A motion was made by Council Member Alexander, seconded by Council Member Ewing, that the preceding minutes be approved. The motion carried by the following 9-0 vote:

Aye (9): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, Council Member J. Davis, and Council Member C. Davis

ADJOURNMENT

There being no further business to come before Council, the meeting adjourned at 6:47 p.m. upon motion duly made by Council Member Alexander and second by Council Member Ewing.

Respectfully Submitted,

William S. Bencini, Jr., Mayor

Attest:

Lisa B. Vierling, MMC
City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Water & Sewer Emergency Repairs

From: Terry Houk – Public Services Director

Derrick Boone – Public Services Asst. Director

Trevor Spencer – Projects Engineer

Meeting Date: September 18, 2017

Public Hearing: N/A

Advertising Date: August 14, 2017

Advertised By: Purchasing

Attachments: Attachment A – Bid Tab

PURPOSE:

The City has budgeted for emergency repairs of water and sanitary sewer utilities.

BACKGROUND:

This contract is to provide emergency response by a utility contractor on an on-call basis for water and sewer utility failures. The low bidder is an experienced contractor properly licensed by the State of North Carolina.

BUDGET IMPACT:

Funds for this contract are available in the FY 2017-2018 budget .

RECOMMENDATION / ACTION REQUESTED:

The Public Services Department recommends approval of the contract and that the appropriate City official and/or employee be authorized to execute all necessary documents to award the project to Breece Enterprises, Inc. in the amount of \$521,720.⁰⁰.



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: Public Services

COUNCIL AGENDA DATE: Sep 18, 2017

BID NO.: 13-082217

CONTRACT NO.:

DATE OPENED: Aug 22, 2017

DESCRIPTION:

Water & Sewer Emergency Repairs

PURPOSE:

The City has budgeted for emergency repairs of water and sanitary sewer utilities.

COMMENTS:

This contract is to provide emergency response by a utility contractor on an on-call basis for water and sewer utility failures.

RECOMMEND AWARD TO: Breece Enterprises, Inc.

AMOUNT: 521,720.00

JUSTIFICATION:

At the August 22nd re-bid opening, Breece Enterprises, Inc. was the only qualified bidder that submitted a bid. The bid amount was deemed acceptable since it was only 4.34% above the engineer's estimate of \$500,000.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
421779	533701	421001010260	40212	\$521,720.00
TOTAL BUDGETED AMOUNT				\$521,720.00

DEPARTMENT HEAD:

Terry Houk

Digitally signed by Terry Houk
DN: cn=Terry Houk, o=City of High Point, ou=Public Services, email=terry.houk@highpointnc.gov, c=US
Date: 2017.09.01 14:18:25 -0400

DATE: Sep 1, 2017

The Purchasing Division concurs with recommendation submitted by the Public Services and recommends award to the lowest responsible, responsive bidder Breece Enterprises, Inc. in the amount of \$ 521,720.00.

PURCHASING MANAGER:

Erik Conti

Digitally signed by Erik Conti
DN: cn=Erik Conti, o=ou, email=erik.conti@highpointnc.gov, c=US
Date: 2017.09.06 11:28:59 -0400

DATE: Sep 6, 2017

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR:

Digitally signed by Jeffrey A. Moore
DN: cn=Jeffrey A. Moore, o=City of High Point, NC, ou=Financial Services Director, email=jfmoore@highpointnc.gov, c=US
Date: 2017.09.07 16:25:25 -0400

DATE: Sep 7, 2017

CITY MANAGER:

Greg Demko

Digitally signed by Greg Demko
DN: cn=Greg Demko, o=High Point, ou=High Point, email=greg.demko@highpointnc.gov, c=US
Date: 2017.09.11 09:32:00 -0400

DATE: Sep 11, 2017

BID TABULATION
Water & Sewer Emergency Repairs
RE-BID #13-082217

Contractor/Vendor	Bid
Breece Enterprises, Inc.	\$521,720.00

CITY OF HIGH POINT

AGENDA ITEM



Title: Ordinance Amendment to Chapter 3, Article C of the Code of Ordinances (Citizens Advisory Council)

From: Michael E. McNair, Director

Meeting Date: September 18, 2017

Public Hearing: N/A

Advertising Date N/A

Advertised By: N/A

Attachments: Ordinance Amendment to Chapter 3, Article C of the Code of Ordinances (Citizens Advisory Council)

PURPOSE/BACKGROUND:

Council is requested to adopt and implement an Amendment to Chapter 3, Article C of the Code of Ordinances – Citizens Advisory Council.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

The Community Development and Housing Department recommends adoption the Ordinance Amendment.

**AN ORDINANCE AMENDING TITLE 2 - GOVERNMENT AND ADMINISTRATION -
CHAPTER 3 - BOARDS AND COMMISSIONS – ARTICLE C CITIZENS ADVISORY
COUNCIL**

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of High Point that Chapter 3, Article C of the Code of Ordinances of the City of High Point is amended as follows:

ARTICLE C - Citizens Advisory Council

Sec. 2-3-31. - Creation; purpose.

- (a) A ~~citizens advisory council~~ **“CAC”** of the City of High Point, North Carolina is hereby created.
- (b) The purpose of the ~~citizens advisory council~~ **CAC** is to provide two-way communication between ~~the mayor and~~ city council and the citizens of High Point. It shall serve as a forum to hear and screen citizens concerns and priorities and also serve as an advisory body to ~~the mayor and~~ the city council to study, advise and recommend on concerns of the city and its citizens.

Sec. 2-3-32. - General scope.

Meaningful citizens involvement is based on the effectiveness of local government and residents to work toward mutually shared goals and priorities; a clear understanding of how priorities are established; and how priorities, level of services and financial resources interrelate. It is clearly understood that the ~~citizens advisory council~~ **CAC** has no official legislative or directive function in city government. In harmony with provisions of the city charter, it is understood that the city council is the only authorized legislative body in the city and that the city manager is the single administrative authority for directing the implementation by city staff of programs and policies as determined by the city council. The ~~citizens advisory council~~ **CAC** shall be an advisory body to ~~the mayor and~~ the city council and no other power or duties are to be implied herein.

Sec. 2-3-33. - Functions of ~~council~~ **CAC**.

The functions of the ~~citizens advisory council~~ shall be as follows:

- (1) *Relationship of ~~citizens advisory council~~ **CAC** to mayor and city council.* The ~~citizens advisory council~~ **CAC** may have a role in advising ~~the mayor and~~ city council in ~~their~~ **the** setting of priorities for the city.
- (2) *Communications to **between** city council and citizens at large.* ~~There shall be maintained an~~ **The CAC shall encourage and establish effective** and adequate means of two-way communications between citizens of the community and the city council.
- (3) *Receiving of petitions and requests.* The ~~citizens advisory council~~ **CAC** shall serve as a body for the receiving of requests and petitions on behalf of citizens for further

consideration. (This in no way is intended to prevent citizens from taking requests, concerns and petitions directly to city council.)

- (4) *Public hearings.* The ~~citizens advisory council~~ **CAC** shall organize and conduct **at least one** public hearings **per year** in cooperation with the city council for the citizens of High Point ~~with a minimum of three (3) meetings per year.~~
- (5) *Reports to city council.* The ~~citizens advisory council~~ **CAC** shall report to ~~the mayor and city council~~ **not less than** quarterly on its activities through a written performance report prepared by staff and approved by the ~~citizens advisory council~~ **CAC**.
- (6) *Duties and responsibilities generally.* The ~~responsibilities of the citizens advisory council~~ **CAC shall advise** will be to assist in providing input into the goals which are to be developed by the city council; **on the** establishment of a communications network between the citizens and city council; to hear the concerns **and petitions** of citizens and receive petitions from throughout the community and to forward them with or without recommendation to the ~~mayor and city council~~ for their **council's** consideration. **The CAC** ~~It shall also assist in providing~~ **provide** input for the city's community development program, by way of goal formulation, identification of community development target areas and establish**ment of** programs and funding priorities ~~and by~~ **forwarding** these recommendations to the city council.

Sec. 2-3-34. - Composition.

The ~~citizens advisory council~~ **CAC** shall be composed of nine (9) members.

(Ord. No. 89-36, § 1, 4-6-89; Ord. No. 00-128, § 1, 12-21-00)

Sec. 2-3-35. - Members; selection procedure.

- (a) The **nine** members of the ~~citizens advisory council~~ **CAC** shall be **nominated by the mayor and each member of city council (one each)** ~~selected for membership in the following manner: The mayor shall nominate one (1) member. Eight (8) nominations are to be made by city councilpersons of which one (1) nomination will be made by the six (6) ward representatives, and one (1) each shall be nominated by the two (2) at-large council representatives.~~ All nominees shall be appointed with confirmation or approval of the city council.
- (b) If ~~any~~ **nominees are** **is** not accepted by city council, the person making the original nomination shall submit an alternate nomination.

(Ord. No. 89-36, § 2, 4-6-89; Ord. No. 00-128, § 2, 12-21-00)

Sec. 2-3-36. - Term of office.

The term of office for each member shall be as follows:

- (1) All members will serve a two-year term, **beginning June 1st.**

- (2) No member shall serve more than three (3) consecutive two-year terms; **partial terms of office of less than a full two-year term shall not be considered a two-year term and shall not apply to the term limits of this section.**
- (3) **The term of office for those members appointed by the mayor and those appointed by the council persons representing wards 2, 4, and 6 shall expire in even numbered years (effective May 2018).**
- (4) **The term of office for those members appointed by the at large representatives and those appointed by councilperson representing wards 1, 3, and 5 shall expire in odd numbered years (effective May 2019).**

(Ord. No. 89-36, § 3, 4-6-89)

Sec. 2-3-37. - ~~Same~~; **R**emoval of members.

(a) A member of the ~~citizens advisory council~~ **CAC** shall be removed by the council for any of the following reasons:

- (1) *Ceasing to be a citizen of High Point.* Any ~~citizens advisory council~~ **CAC** member who removes his/her residence from the City of High Point during his/her term shall automatically cease to be a member of the ~~citizens advisory council~~ **CAC** on the date of his/her move from the city.
- (2) *Ceasing to be a citizen of a ward.* Any member nominated by a ward councilman or as a CAC ward representative who moves his/her residence from the ward shall automatically cease to be a member of the ~~citizens advisory council~~ **CAC** on the date of his/her move from the ward.

(b) **City Council may consider removal of a member whose conduct brings** ~~(3) Any conduct that may bring discredit to the citizens advisory council~~ **CAC**, ~~city council or City of High Point. Any member who is alleged of bringing discredit to the citizens advisory council~~ **CAC**, city council or City of High Point.

(c) ~~(4) ——— Absenteeism (three (3) meetings).~~ **City Council may consider removal of a member for excessive absenteeism.** ~~Prior notification is required when absences are anticipated. Any member who misses three (3) consecutive unexcused CAC meetings shall be subject to removal.~~

~~(5) Removal of member. An affirmative vote of at least three fourths (¾) of the CAC members present shall be required to cause removal of a member.~~

(Ord. No. 89-36, § 4, 4-6-89)

Sec. 2-3-38. - ~~Same~~; **M**ethod of filling vacancies.

~~A vacancy on the citizens advisory council~~ **CAC** ~~arising out of resignation, removal or for whatever reason shall be filled in the following manner.~~ A vacancy on the council **CAC** shall be

replaced filled by the entity making the original nomination by the same procedure city council as set out forth in section 2-3-35.

Sec. 2-3-39. - Standing sub-committees.

(a) ~~The standing sub-committees of the council~~ CAC shall be as follows:

- (1) ~~Environmental affairs;~~
- (2) ~~Housing;~~
- (3) ~~Planning and development; and~~
- (4) ~~Human resources.~~

(b) ~~Additional s-~~Sub or ad hoc committees shall be formed as needed.

Sec. 2-3-40. - Work plan.

Each sub-committee shall ~~make reports on its accomplishments at each meeting of the citizens advisory council~~ CAC.

Sec. 2-3-41. - Chairmen of standing sub-committees.

Chairmen of standing sub-committees shall be selected by the chairman of the ~~appointment of the citizens advisory council CAC chairman or elected by the committees them with method of selection at the discretion of the chairman. Chairmen of the committees, whether appointed or elected, shall be subject to the approval of the council membership.~~

Sec. 2-3-42. - Officers.

- (a) *Chairman.* A chairman shall be elected by the ~~citizens advisory council~~ CAC from among its members. The term of the chairman shall be for one (1) year and the chairman shall be eligible for re-election for one (1) consecutive term. The chairman shall preside at all ~~council~~ CAC meetings and decide all matters of order and procedure, subject to ~~council~~ CAC by-laws and procedures, unless directed otherwise by a majority of the ~~council~~ CAC in session at the time. The chairman shall appoint any committees found necessary to consider any matters properly before the ~~council~~ CAC or to perform any of its duties with the approval of the ~~council~~ CAC.
- (b) *Vice-chairman.* A vice-chairman shall be elected by the ~~council~~ CAC from among its members, in the same manner and for the same term as the chairman. The vice-chairman shall serve as acting chairman in the absence of the chairman or when requested to do so by the chairman, and at this time the vice-chairman shall have the same powers and duties as the chairman.
- (c) *Secretary.* A secretary shall be elected by the ~~council~~ CAC from its members in the same manner and the same term as the chairman. The secretary, subject to the direction of the chairman and the ~~citizens advisory council~~ CAC, shall keep all records, and be responsible for all correspondence of the ~~council~~ CAC. The secretary shall keep minutes of each ~~council~~ meeting and hearing, every resolution acted upon by the ~~council~~ CAC and all votes of the ~~council~~ CAC upon any ~~resolution or other~~ matter, indicating the names of members absent or failing to vote.

Sec. 2-3-43. – Executive committee.

- (a) The executive committee of the ~~citizens advisory council~~ CAC shall consist of the officers of the ~~council~~ CAC and the chairmen of the standing sub-committees.
- (b) Powers and duties. The executive committee shall have the authority within the scope of these by-laws:
 - (1) To implement policy and make decisions in the administration of the program;
 - (2) To perform any of the duties of the ~~council~~ CAC in situations calling for immediate action or attention; and
 - (3) To perform any other duties and functions as the ~~council~~ CAC may from time to time authorize;
- (c) The ~~citizens advisory council~~ CAC can rescind, revoke or modify any action of the executive committee, unless action has been approved by the city council.

Sec. 2-3-44. – Meetings.

- (a) Regular meetings. Regular meetings of the ~~citizens advisory council~~ CAC shall be held each month on a date, time, and place approved by the ~~council~~ CAC.
- (b) Special meetings. Special meetings shall be called by the chairman or vice-chairman with the approval of the executive committee. Adequate notice shall be given of the business to be discussed. The chairman shall call a special meeting upon request of the mayor without approval of the executive committee. No published notification of special meetings is required.
- (c) Sub-committee meetings. All sub-committees shall meet as often as required to carry out their assigned responsibilities.
- (d) All meetings of the ~~citizens advisory council~~ CAC shall be open to the public.

Sec. 2-3-45. – Members at large.

All members of the ~~citizens advisory council~~ CAC shall perform their duties and responsibilities as requested by the chairman and serve on at least one (1) or more of the standing ~~citizens advisory council~~ CAC sub-committees.

Sec. 2-3-46. – Quorum; voting.

- (a) *Quorum.* The ~~citizens advisory council~~ CAC shall not conduct any official business unless a quorum is present.
- (b) *Voting procedure.* Unless otherwise specified in the by-laws and procedures, the affirmative vote of a majority of those members present and voting shall be necessary to pass a motion (providing a quorum is present). The chairman shall be entitled to vote on any matter coming before the ~~citizens advisory council~~ CAC.

(Ord. No. 91-71, § 1, 11-21-91)

Sec. 2-3-47. - Conduct of meetings.

The order and conduct of the meetings shall may be in accordance with Robert's Rules of Order, Revised at the discretion of the CAC.

Sec. 2-3-48. - ~~Amendments of by-laws.~~ Rules of procedure.

~~The rules may within the limits allowed herein be amended at any time by an affirmative vote of eight (8) members of those present, and provided that the amendment be presented in writing at least two (2) weeks preceding the meeting at which the vote is taken.~~ The CAC shall adopt any rules and regulations as may be necessary for the proper discharge of its duties, which shall be reported to the city council, and filed with the city clerk.

(Ord. No. 91-71, § 2, 11-21-91)

Sec. 2-3-49. - ~~Same; m~~ Meetings, quorum and voting.

Meetings of the executive committee can be called by the chairman, vice-chairman, or by any two (2) voting members of the committee for a specific date, time and place. The presence of at least a majority of the voting members shall constitute a quorum, and the affirmative vote of a majority of voting members shall be necessary to pass a motion.

Sec. 2-3-50. - ~~Same; reports~~ Minutes.

The executive committee shall record minutes of each executive committee meeting and shall furnish, within a reasonable time, copies of those minutes to each ~~citizens advisory council~~ CAC member. The minutes of the ~~executive committee~~ CAC shall be submitted to the council by the next meeting of the council.

Sec. 2-3-51. - Staff support.

Staff assistance will be made available from the department of community development as requested by the chairman.

Secs. 2-3-52—2-3-55. - Reserved.

Adopted this the 18th day of September, 2017.

Mayor William S. Bencini, Jr.

ATTEST:

Lisa B. Vierling, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: 2017-18 Operation Inasmuch Contract with Community Housing Solutions

From: Michael E. McNair, Director

Meeting Date: September 18, 2017

Public Hearing: N/A

Advertising Date N/A

Advertised By: N/A

Attachments:

PURPOSE:

Approval of a contract totaling \$200,000 with Community Housing Solutions (CHS) to fund materials and operational expenses associated with two (2) Operation InAsMuch (OIAM) events during the 2017-18 fiscal year. The next event has been scheduled for Saturday, October 21, 2017 in Macedonia/Pershing neighborhoods. The date and neighborhood for Spring event has yet to be determined.

BACKGROUND:

This will be the fourth OAIM event since May 2016. Volunteers are utilized to conduct home repairs and necessary yardwork. In the previous 3 events 502 volunteers donated their time and energy to assist 44 homeowners.

BUDGET IMPACT:

\$200,000 will be committed from the Core City Redevelopment fund.

RECOMMENDATION / ACTION REQUESTED:

The Community Development and Housing Department recommends approval of the contract with CHS and that the appropriate City official and/or employee be authorized to execute all necessary documents.

OPERATION INASMUCH 2017

Macedonia-Pershing Neighborhoods, High Point, NC

October 21st, 2017



Oct. 21
2017

Is there damage in your home that makes it unsafe?

Operation Inasmuch 2017 is a one-day event being hosted in your community by the City of High Point, local nonprofits, faith, business and civic groups to provide home repairs at no cost to eligible homeowners. Community volunteers will work alongside skilled professionals to perform the repairs.

To be eligible you must own and live in your home, fall within specific income guidelines, and have a qualifying need.

Types of repairs:

Water damage, plumbing, roofing, handrails, exterior painting, gutters, accessibility modifications, and more.

To learn more or to apply for assistance:

Contact Lynda Hunter Hopkins at Community Housing Solutions: **336-553-9698**



Macedonia and Pershing Street

This aerial map displays the Macedonia and Pershing Street area, showing property boundaries and ownership. The map is overlaid with various colored lines and patterns to indicate different types of properties and ownership status. A legend in the bottom right corner provides the key for these overlays.

Color/Pattern	Description	Count
Green outline	Pershing Street Boundary	-
Pink outline	Macedonia Boundary	-
Yellow outline	City-Owned Properties	27
Red outline	Rental	111
Blue outline	Rental	12
Green outline	Homeowner	16
Blue outline	Homeowner	16
Green outline	Vacant	10
Blue outline	Vacant	10

07/17 - G.C. Tax data
Copyright Secured

	Parson's Street Boundary		Reverend's Boundary		On Owned Properties (27)
	Rental (18)		Rental (212)		
	Homeowner (40)		Homeowner (75)		
	Vacant (15)		Vacant (100)		

**RESOLUTION of the HIGH POINT CITY COUNCIL
APPROVING CONVEYANCE
OF REAL PROPERTY
TO A NONPROFIT CORPORATION**

WHEREAS, the City of High Point owns a tract of land located at 202 N. Hoskins Street in the City of High Point and more particularly described in Deed Book 7882, Page 373-376 of the Guilford County Registry ("Property"); and

WHEREAS, North Carolina General Statute § 160A-457 authorizes a city's acquisition and disposition of property for redevelopment as part of a community development program, or independently thereof, and without the necessity of compliance with the Urban Redevelopment Law; and

WHEREAS, North Carolina General Statute § 160A-20.1 authorizes a city to appropriate money to private organizations to carry out any public purpose that a city is authorized by law to engage in; and

WHEREAS, North Carolina General Statute § 160A-279 authorizes a city to convey real property by private sale to a nonprofit corporation which carries out a public purpose, in lieu of or in addition to the appropriation of funds; and

WHEREAS, the City of High Point has approved a contract with Habitat for Humanity of High Point, Archdale & Trinity, Inc. to construct affordable housing in the Washington Terrace area to convey the above-described Property to Habitat for Humanity of High Point, Archdale & Trinity, Inc.;

**THEREFORE, THE CITY COUNCIL FOR THE CITY OF HIGH POINT
RESOLVES THAT:**

1. The Mayor of the City of High Point is authorized to execute all documents necessary to convey title to the Property located at 202 N. Hoskins Street in the City of High Point, and is more particularly described in Deed Book 7882, Page 373-376 of the Guilford County Registry.

2. The consideration of the conveyance is Habitat for Humanity of High Point, Archdale & Trinity, Inc.'s agreement to use this property only for the "public" purpose of furthering the mission of the City of High Point in providing owner-occupied housing. If for any reason the property ceases to be used for a "public" purpose, the property shall revert back to the City of High Point. A statement to this effect shall be placed in the deed of conveyance.

3. The City Clerk shall publish a notice summarizing the contents of this resolution and the conveyance of the property may be consummated at any time after 10 days of publication of the notice.

ADOPTED this the 18th day of September, 2017.

CITY OF HIGH POINT

By

William S. Bencini, Jr.
William S. Bencini, Jr., Mayor

Attested to:

Lisa Vierling
Lisa Vierling, City Clerk



**RESOLUTION of the HIGH POINT CITY COUNCIL
APPROVING CONVEYANCE
OF REAL PROPERTY
TO A NONPROFIT CORPORATION**

WHEREAS, the City of High Point owns a tract of land located at 206 N. Hoskins in the City of High Point and more particularly described in Deed Book 7943, Page 2098-2100 of the Guilford County Registry ("Property"); and

WHEREAS, North Carolina General Statute § 160A-457 authorizes a city's acquisition and disposition of property for redevelopment as part of a community development program, or independently thereof, and without the necessity of compliance with the Urban Redevelopment Law; and

WHEREAS, North Carolina General Statute § 160A-20.1 authorizes a city to appropriate money to private organizations to carry out any public purpose that a city is authorized by law to engage in; and

WHEREAS, North Carolina General Statute § 160A-279 authorizes a city to convey real property by private sale to a nonprofit corporation which carries out a public purpose, in lieu of or in addition to the appropriation of funds; and

WHEREAS, the City of High Point has approved a contract with Habitat for Humanity of High Point, Archdale & Trinity, Inc. to construct affordable housing in the Washington Terrace area to convey the above-described Property to Habitat for Humanity of High Point, Archdale & Trinity, Inc.;

THEREFORE, THE CITY COUNCIL FOR THE CITY OF HIGH POINT RESOLVES THAT:

4. The Mayor of the City of High Point is authorized to execute all documents necessary to convey title to the Property located at 206 N. Hoskins Street in the City of High Point, and is more particularly described in Deed Book 7943, Page 2098-2100 of the Guilford County Registry.

5. The consideration of the conveyance is Habitat for Humanity of High Point, Archdale & Trinity, Inc.'s agreement to use this property only for the "public" purpose of furthering the mission of the City of High Point in providing owner-occupied housing. If for any reason the property ceases to be used for a "public" purpose, the property shall revert back to the City of High Point. A statement to this effect shall be placed in the deed of conveyance.

6. The City Clerk shall publish a notice summarizing the contents of this resolution and the conveyance of the property may be consummated at any time after 10 days of publication of the notice.

ADOPTED this the 18th day of September, 2017.

CITY OF HIGH POINT

By William S. Bencini, Jr.
William S. Bencini, Jr., Mayor

Attested to:

Lisa Vierling
Lisa Vierling, City Clerk



**RESOLUTION of the HIGH POINT CITY COUNCIL
APPROVING CONVEYANCE
OF REAL PROPERTY
TO A NONPROFIT CORPORATION**

WHEREAS, the City of High Point owns a tract of land located at 1507 Davis Avenue in the City of High Point and more particularly described in Deed Book 7837, Page 213-214 of the Guilford County Registry ("Property"); and

WHEREAS, North Carolina General Statute § 160A-457 authorizes a city's acquisition and disposition of property for redevelopment as part of a community development program, or independently thereof, and without the necessity of compliance with the Urban Redevelopment Law; and

WHEREAS, North Carolina General Statute § 160A-20.1 authorizes a city to appropriate money to private organizations to carry out any public purpose that a city is authorized by law to engage in; and

WHEREAS, North Carolina General Statute § 160A-279 authorizes a city to convey real property by private sale to a nonprofit corporation which carries out a public purpose, in lieu of or in addition to the appropriation of funds; and

WHEREAS, the City of High Point has approved a contract with Habitat for Humanity of High Point, Archdale & Trinity, Inc. to construct affordable housing in the Washington Terrace area to convey the above-described Property to Habitat for Humanity of High Point, Archdale & Trinity, Inc.;

THEREFORE, THE CITY COUNCIL FOR THE CITY OF HIGH POINT RESOLVES THAT:

7. The Mayor of the City of High Point is authorized to execute all documents necessary to convey title to the Property located at 1507 Davis Avenue in the City of High Point, and is more particularly described in Deed Book 7837, Page 213-214 of the Guilford County Registry.

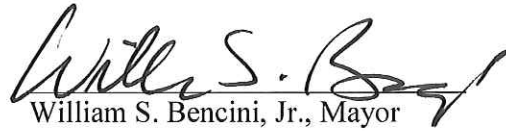
8. The consideration of the conveyance is Habitat for Humanity of High Point, Archdale & Trinity, Inc.'s agreement to use this property only for the "public" purpose of furthering the mission of the City of High Point in providing owner-occupied housing. If for any reason the property ceases to be used for a "public" purpose, the property shall revert back to the City of High Point. A statement to this effect shall be placed in the deed of conveyance.

9. The City Clerk shall publish a notice summarizing the contents of this resolution and the conveyance of the property may be consummated at any time after 10 days of publication of the notice.

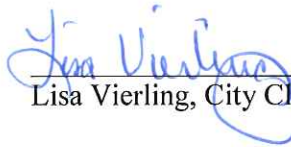
ADOPTED this the 18th day of September, 2017.

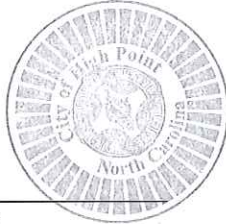
CITY OF HIGH POINT

By


William S. Bencini, Jr., Mayor

Attested to:


Lisa Vierling, City Clerk



CITY OF HIGH POINT

AGENDA ITEM



Title: Eastside WWTP Safety Improvements

From: Terry Houk – Public Services Director

Derrick Boone – Public Services Asst. Director

James Gwyn – Safety Officer

Meeting Date: September 18, 2017

Public Hearing: N/A

Advertising Date: July 21, 2017

Advertised By: Purchasing

Attachments: Attachment A – Bid Tabulations

PURPOSE:

The Public Services Department has identified the need for safety improvements at the Eastside Wastewater Treatment Plant (WWTP.)

BACKGROUND:

A safety inspection of the Eastside WWTP performed by Safety and Health in 2015 found that additional safety showers/eyewashes, sky-light covers and fall protection tie-offs were required to meet current OSHA standards. Public Services selected an engineering firm for design and bidding purposes. The bids received in 2016 exceeded amount allocated in the operational budget. Public Services then budgeted for this project in Capital Improvement Plan.

BUDGET IMPACT:

Funds for this project are available in the 2017-2018 Budget.

RECOMMENDATION / ACTION REQUESTED:

The Public Services Department recommends approval and asks for the Council to award the project to Isley Construction, for \$184,624.00.



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: **Public Services**

COUNCIL AGENDA DATE: **Sep 18, 2017**

BID NO.: **05-083017** CONTRACT NO.: DATE OPENED: **August 30/17**

DESCRIPTION:

Eastside Wastewater Treatment Plant Safety Improvements

PURPOSE:

The City has budgeted to install safety showers, eyewashes and fall protection at Eastside wastewater treatment plant.

COMMENTS:

These are required to meet current OSHA safety rules.

RECOMMEND AWARD TO: **Isley Construction** AMOUNT: **\$184,624.00**

JUSTIFICATION:

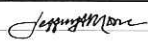
Isley Construction was the lowest of the three qualified bids.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
421779	533701	421181028705	40202	\$184,624.00
TOTAL BUDGETED AMOUNT				\$184,624.00

DEPARTMENT HEAD: **Terry Houk** Digitally signed by Terry Houk
DN: cn=Terry Houk, o=City of High Point, ou=Public Services, email=terry.houk@highpointnc.gov, c=US
Date: 2017.09.06 12:35:32 -0400 DATE: **Sep 6, 2017**

The Purchasing Division concurs with recommendation submitted by the **Public Services** and recommends award to the lowest responsible, responsive bidder **Isley Construction** in the amount of \$ **184,624.00**.

PURCHASING MANAGER: **Erik Conti** Digitally signed by Erik Conti
DN: cn=Erik Conti, o, ou,
email=erik.conti@highpointnc.gov, c=US
Date: 2017.09.07 12:50:24 -0400 DATE: **Sep 7, 2017**

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR:  Digitally signed by Jeffrey A. Moore
DN: cn=Jeffrey A. Moore, o=City of High Point, NC,
ou=Financial Services Director, email=jmoore@highpointnc.gov, c=US
Date: 2017.09.07 16:47:14 -0400 DATE: **Sep 7, 2017**

CITY MANAGER: **Greg Demko** Digitally signed by Greg Demko
DN: cn=Greg Demko, o=High Point, ou=High Point,
email=greg.demko@highpointnc.gov, c=US
Date: 2017.09.11 09:34:30 -0400 DATE: **Sep 11, 2017**

**City of High Point, NC
Eastside WWTP Safety Improvements
Single Prime Contract 1**

BID TABULATION

**Bid Date: August 30, 2017
Bid Opening Time: 2:00 p.m.
Bid Number 05-083017**

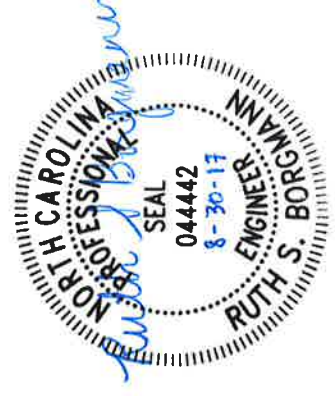
Contractors:	License Number	Affidavit A or B and H	Bid Security	Lump Sum Bid Amount	Deductive Alternate Item 2A Effluent Pump Building Ladder Tie-Off	Deductive Alternate Item 2B NRCY Pump Station Tie-off Posts	Additive Alternate Item 3 Roof Access Fall Protection Skylight Screens
ASJ Wilson Construction	65796	Y	Y	\$464,072.00	\$7,500.00	\$4,250.00	\$27,200.00
A Vogt Construction	73557	Y	Y	\$300,000.00	\$7,000.00	-	\$20,314.00
Isley Construction	28356	Y	Y	\$170,000.00	\$3,000.00	\$4,745.00	\$14,624.00

CERTIFICATION

The bids tabulated herein were opened and read aloud at 2:00 p.m. on the 30th day of August, 2017 at the Municipal Office Building in the City of High Point, NC. The tabulation is correct in that it lists the Bid Item Amounts and the Lump Sum Base Bid Amount as presented in the original price proposals from each bidder.

Hazen

Hazen and Sawyer
629 Green Valley Rd, Suite 200
Greensboro, NC 27403
336.292.7490
Ruth S. Borgmann, P.E.
Principal Engineer



Office of the Mayor
City of High Point
North Carolina

Resolution...

WHEREAS, Charles "Charlie" Collier began his career with the City of High Point in the Electric Department on August 16, 1967 as a lineman helper. He was promoted in 1971 to a Lineman 1 position and in 1979 to a Lineman 3 position. In May 1986, he was promoted to a Powerline Foreman and reclassified in 1988 to Powerline Crew Supervisor, which is his current position; and,

WHEREAS, throughout his 50 years of service, Charlie has been an exemplary employee and a is well respected by his peers; and,

WHEREAS, prior to his employment with the City of High Point, Charlie served in the US Army and as a member of the 82nd Airborne Division, stationed in Fort Bragg. He was a squad leader and served in North Vietnam and was honored by the Army for his bravery on the battlefield; and,

WHEREAS, because the City requires employees to know CPR, Charlie was able to quickly respond and save the lives of two citizens. The first was by performing the Heimlich Maneuver for a friend and co-worker who was choking, and the second was administering CPR to a gentleman who suffered a heart attack; and,

WHEREAS, Charlie has the longest service record of any employee ever to work with the City of High Point.

NOW THEREFORE, BE IT RESOLVED, that the High Point City Council wishes to present **CHARLES COLLIER, POWERLINE CREW SUPERVISOR**, this Resolution expressing our sincere and grateful appreciation for your faithful, dedicated service to our City, community and citizens; and, proclaim, Thursday, August 31, 2017 as **"CHARLES COLLIER" DAY** in the City of High Point.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of High Point, North Carolina this 31st day of August, 2017.

William S. Bencini, Jr., Mayor

CITY OF HIGH POINT

AGENDA ITEM



Title: Ordinance to Demolish –1002 Carter Street

From: Michael McNair, Director
Community Development & Housing

Meeting Date: 9/18/17

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 1002 Carter Street.

BACKGROUND:

After a Complaint and Notice of Hearing was issued and a hearing held, an Order to Repair or Demolish was issued on 2/27/17. No action occurred by the compliance date of 3/30/17. The necessary repairs to the dwelling exceed its current tax value and the demolition is warranted.

BUDGET IMPACT:

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

RECOMMENDATION / ACTION REQUESTED:

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

PENDING ACTION:

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

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

ORDINANCE

REQUEST: Ordinance to Demolish

PROPERTY

ADDRESS: 1002 Carter Street

OWNER: Michael A. Morgan

FIRST

INSPECTION:

2/8/17

Summary of Major Violations

1. Repair or replace roof shingles
2. Repair or replace rotten wood on exterior
3. Repair or replace damaged walls & ceiling throughout
4. Replace missing plumbing fixtures
5. Repair or replace floor covering throughout

HEARING

RESULTS:

2/27/17

No one appeared for the Hearing. During the Hearing it was determined there are several violations of the Minimum Housing Code. There are multiple violations of the minimum housing code in the house that make it unsafe. In its present state, necessary repairs to the dwelling exceed 50% of the value of the structure.

ORDER(S)

ISSUED:

02/27/17

Order to Repair or Demolish

Date of Compliance 03/30/17

APPEALS:

No appeals to date.

OWNER

ACTIONS:

None

ADDITIONAL:

Although the owner did not attend the Hearing he did contact the inspector before the hearing and stated that he was in the process of repairing the property. The inspector advised him to obtain all applicable permits, inspections and to keep him up to date on the progress. The owner contacted the inspector on 4/25/17 stating he now plans to sell the property and asked for an extension, which the inspector granted. The inspector called Mr. Morgan on 6/6/17 and 7/11/17 for an update on the property and left a message each time. The owner has not contacted the inspector.



1002 Carter Street

Ordinance to Demolish



Location of subject property

**Community Development
and Housing**

City of High Point

Date: September 5, 2017



Scale: 1"=200'

G:/Planning/Secure/ba-pz/
Inspections/ord-demo.mxd



1002





CITY OF HIGH POINT

AGENDA ITEM



Title: Ordinance to Demolish – 1013 Johnson St.

From: Michael McNair, Director
Community Development & Housing

Meeting Date: 8/7/17

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 1013 Johnson Street.

BACKGROUND:

After a Complaint and Notice of Hearing was issued and a hearing held, an Order to Repair or Demolish was issued on 10/11/16. No action occurred by the compliance date of 11/11/16. The necessary repairs to the dwelling exceed its current tax value and the demolition is warranted.

BUDGET IMPACT:

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

RECOMMENDATION / ACTION REQUESTED:

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

PENDING ACTION:

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

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

ORDINANCE

REQUEST: Ordinance to Demolish

PROPERTY

ADDRESS: 1013 Johnson St.

OWNER:

Don G Angell Trust
(Fire occurred)

FIRST

INSPECTION:

9/19/16

Summary of Major Violations

1. Repair or replace roof
2. Repair or replace electrical wiring through out house
3. Repair or replace heating system
4. Repair or replace damaged flooring, walls, ceilings
5. Repair or replace plumbing through out house

HEARING

RESULTS:

10/5/16

Mena Parrish and Peter H. Freeman (architect) appeared for the Hearing to represent the owner. They stated the owner would like to demolish the house and move another structure onto the lot. They were advised that they need to apply for a COA as well. During the Hearing it was determined there are several violations of the Minimum Housing Code. There are multiple violations of the minimum housing code in the house that make it unsafe. In its present state, necessary repairs to the dwelling exceed 50% of the value of the structure.

ORDER(S)

ISSUED:

10/11/16

Order to Repair or Demolish

Date of Compliance 11/11/16

APPEALS:

No appeals to date.

OWNER

ACTIONS:

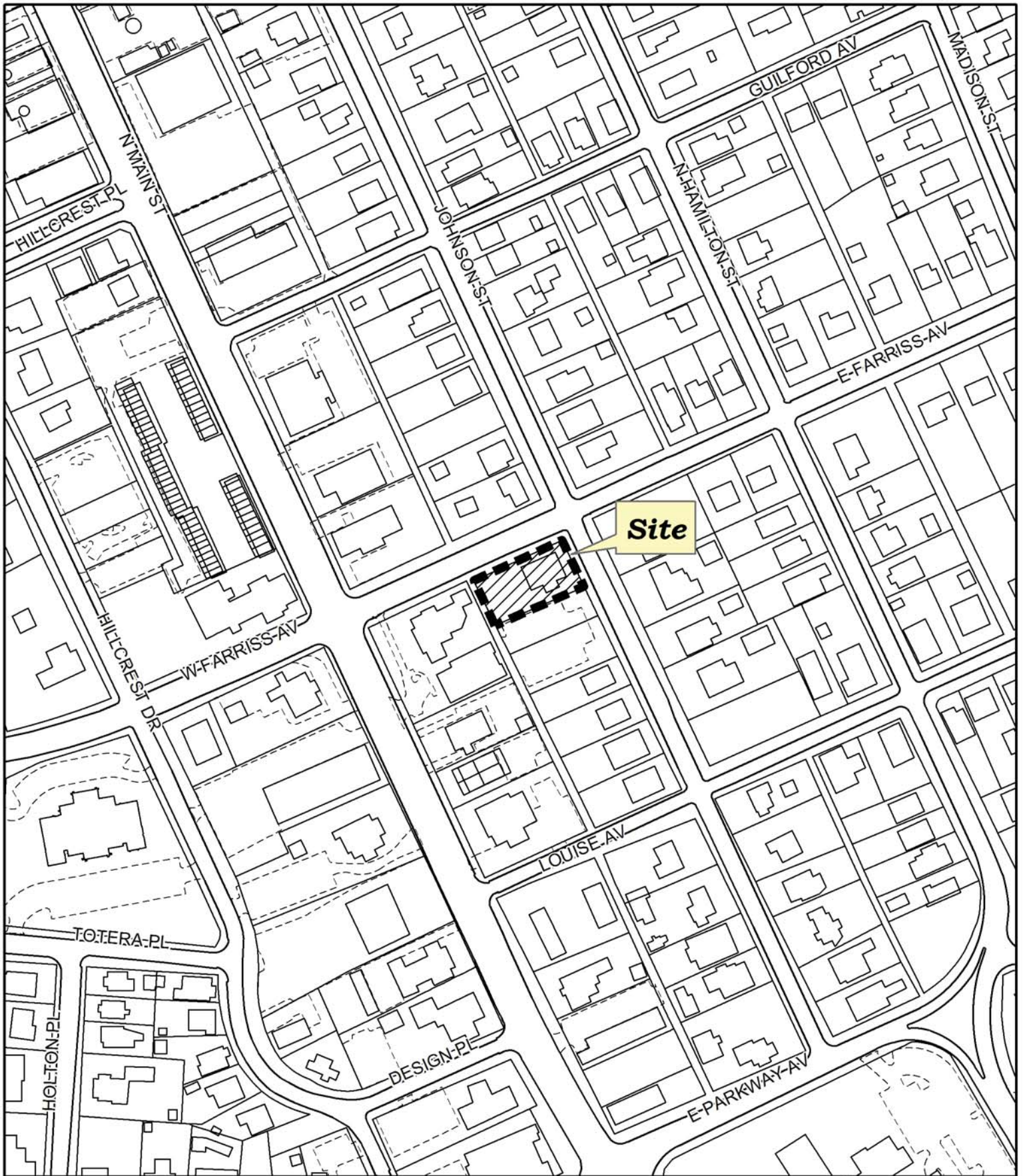
Applied for and received Certificate of Appropriateness.

EXTENSIONS:

Yes, extensions were granted for the owner to apply for Certificate of Appropriateness, which was approved by the High Point Preservation Commission at the December 14, 2016 meeting. Additional time was also granted for the owner to obtain a release from Preservation North Carolina.

ADDITIONAL:

Assistant City Attorney Brent Cole spoke with Cathleen Turner with Preservation North Carolina on July 24, 2017 who agreed that the easement agreement terminated when the damage to the property exceeded 50% of it's insurable value and they do not contest any interest in the current structure or the need for demolition due to safety concerns. She was going to make contact with the owner and relay this information.



1013 Johnson Street

Ordinance to Demolish



Location of subject property

**Community Development
and Housing**

City of High Point

Date: July 24, 2017



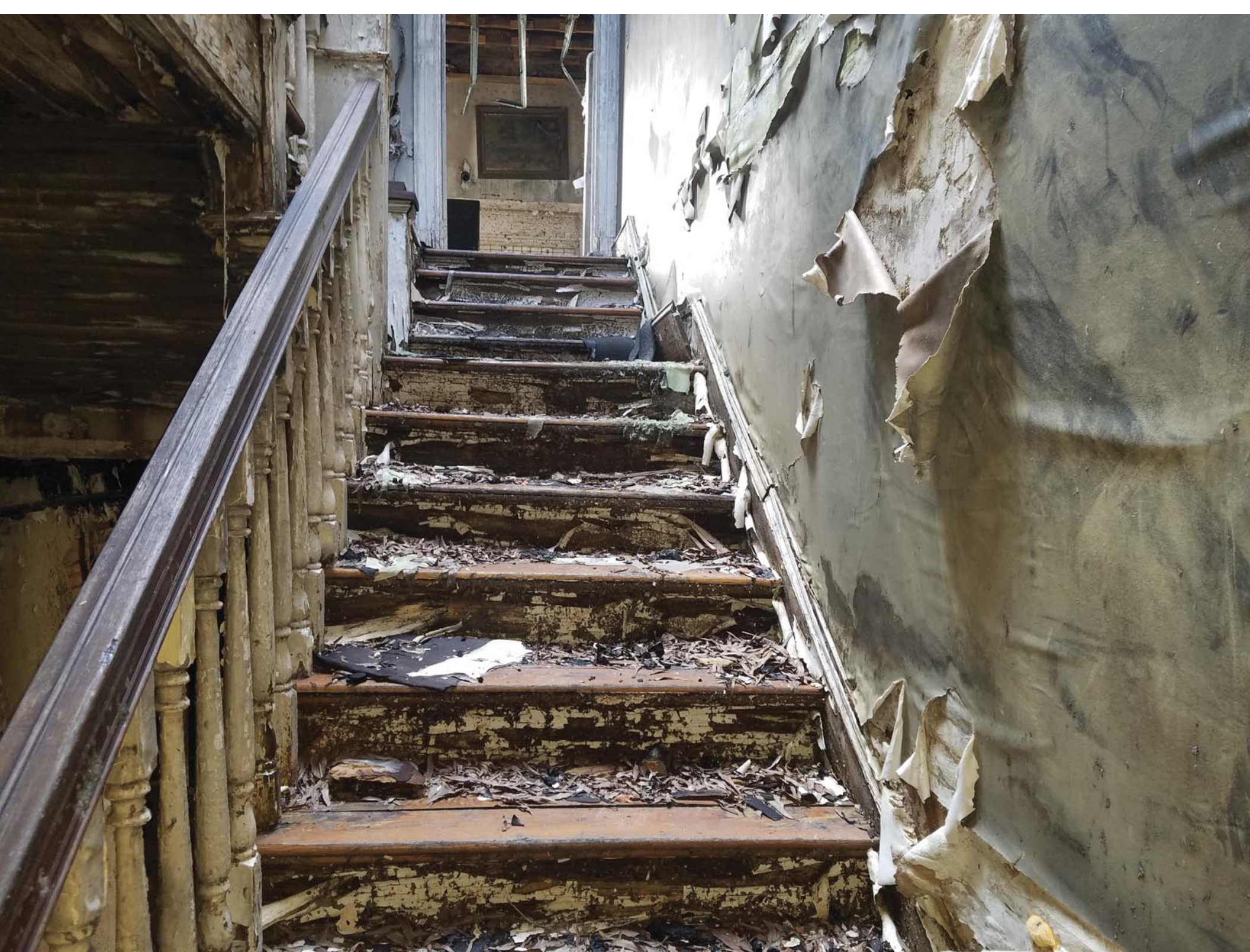
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G:/Planning/Secure/ba-pz/
Inspections/ord-demo.mxd











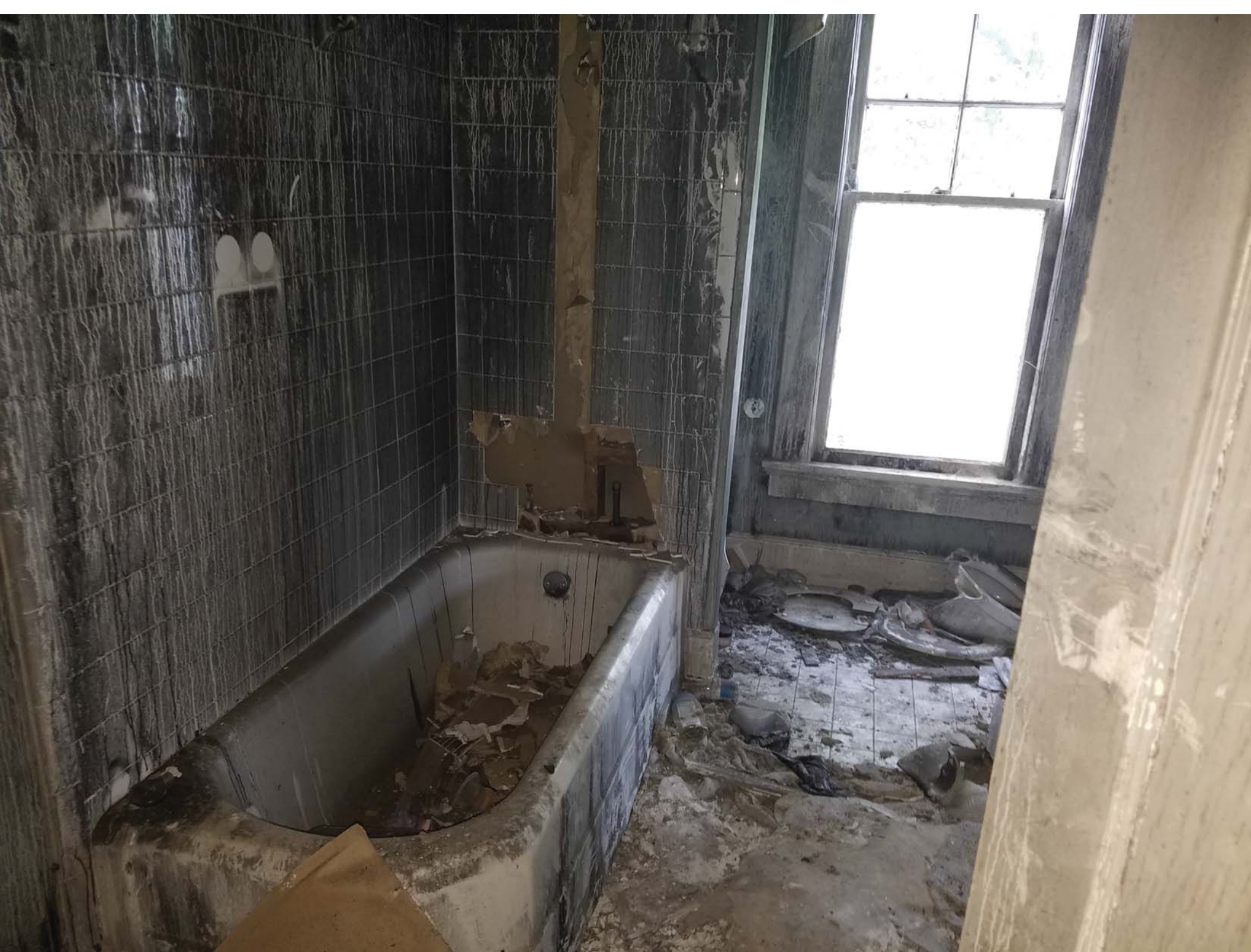
















CITY OF HIGH POINT

AGENDA ITEM



Title: 2017 Edward Byrne Memorial Justice Assistance Grant Funding

From: Kenneth Shultz, Chief of Police

Meeting Date: 9/18/2017

Public Hearing: N/A

**Advertising Date /
Advertised By:** N/A

Attachments:

PURPOSE:

Establish a public hearing date of Monday, October 2, 2017 at 5:30 p.m. for the purpose of receiving public comments on the funding for the JAG Grant.

BACKGROUND:

The City of High Point is proposing to use the 2017 Edward Byrne Memorial Justice Assistant (JAG) funding to purchase in-car cameras for nine patrol vehicles. Funding will be presented to City Council in the form of public hearing and comment on October 2nd, 2017. The grant funding is a multi-agency grant with the City of Greensboro, High Point and Guilford County Sheriff's Department. The City of Greensboro is the acting fiscal agency for the JAG Funding. The City of Greensboro will receive funding of \$113,616; The Guilford County Sheriff's Department will receive funding in the amount of \$53,205.80; and the City of High Point will receive funding in the amount of \$42,423.20. The HPPD will use the funding to purchase nine (9) new in-car digital cameras at a total cost of \$46,530.00. The (9) new cameras will replace aging, out-of-date cameras. Additional expenses will be paid from the North Carolina Tax Proceeds.

BUDGET IMPACT:

There is no required match for this grant.

RECOMMENDATION / ACTION REQUESTED:

Council is requested to established a public hearing date of Monday, October 2, 2017 at 5:30 p.m. for the purpose of receiving public comments on the funding for the 2017 Edward Byrne memorial Justice Assistance Grant Funding for the High Point Police Department.



CITY OF HIGH POINT AGENDA ITEM



Title: Tandem Axle Dump Truck

From: Gary Smith, Fleet Director

Public Hearing: N/A

Attachments: Formal Bid Recommendation

Meeting Date: September 18, 2017

Advertising Date / N/A

Advertised By: N/A

PURPOSE:

The Water & Sewer Residuals Division of Public Works has a tandem axle dump truck in need of replacement due to age and increasing maintenance costs. Using the NC State Contract 070J, a 2018 Mack tandem axle dump truck is being recommended for council approval.

BACKGROUND:

The Water & Sewer Residuals Division has a 1998 Ford FT900 tandem axle dump truck with maintenance costs that have steadily increased over the past couple of years. We recommend replacement based on age and overall condition. The truck is used for transporting waste materials at the plant. The Mack tandem axle truck is similar to the one they are currently using and will meet their needs. The price of \$140,018.80 is for one truck, body installation, and delivery. Estimated delivery is 150-180 days.

BUDGET IMPACT:

Funds are available in 2017-18 budget

RECOMMENDATION / ACTION REQUESTED:

The Fleet Services Department recommends purchasing a 2018 Mack tandem axle truck with a dump body from Transource, Inc. Recommendation also includes declaring the old truck as surplus and disposing through the online auction process.





**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: **Fleet Services**

COUNCIL AGENDA DATE: **September 18, 2017**

BID NO.: **NC State Contract**

CONTRACT NO.: **070J**

DATE OPENED:

DESCRIPTION:

2018 Mack Tandem Axle Dump Truck

PURPOSE:

The Water & Sewer Residuals Division has a 1998 Ford FT900 tandem axle dump truck with maintenance costs that have steadily increased over the past couple of years. We recommend replacement based on age and overall condition. The truck is used for transporting waste materials at the plant.

COMMENTS:

The price of \$140,018.80 is for one truck, body installation, and delivery. Estimated delivery is 150-180 days.

RECOMMEND AWARD TO: **Transource, Inc.**

AMOUNT: **\$ 140,018.80**

JUSTIFICATION:

Using this bid allows the City of High Point to take advantage of the volume discount offered through the NC State contract.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			\$ 140,018.80
TOTAL BUDGETED AMOUNT				\$ 140,018.80

DEPARTMENT HEAD:

Gary L. Smith

Digitally signed by Gary L. Smith
DN: cn=Gary L. Smith, o=City of High Point, ou=Fleet Services, email=gary.smith@highpointnc.gov, c=US
Date: 2017.08.29 10:24:33 -0400

DATE: **Sep 5, 2017**

The Purchasing Division concurs with recommendation submitted by the **Fleet Services** and recommends award to the lowest responsible, responsive bidder **Transource, Inc.** in the amount of \$ **140,018.80**.

PURCHASING MANAGER:

Erik Conti

Digitally signed by Erik Conti
DN: cn=Erik Conti, o=, ou=, email=erik.conti@highpointnc.gov, c=US
Date: 2017.09.06 08:20:12 -0400

DATE: **Sep 6, 2017**

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR:

Digitally signed by Jeffrey A. Moore
DN: cn=Jeffrey A. Moore, o=City of High Point, ou=Financial Services Director, email=jfmoore@highpointnc.gov, c=US
Date: 2017.09.07 16:35:30 -0400

DATE: **Sep 7, 2017**

CITY MANAGER:

Greg Demko

Digitally signed by Greg Demko
DN: cn=Greg Demko, o=High Point, ou=High Point, email=greg.demko@highpointnc.gov, c=US
Date: 2017.09.11 09:32:35 -0400

DATE: **Sep 11, 2017**

CITY OF HIGH POINT

AGENDA ITEM



Title: Zoning Map Amendment 17-16
(Bencini Realty Limited Partnership)

From: Lee Burnette, Planning & Development
Director

Meeting Date: September 18, 2017

Advertising Date: September 7, 2017 and
September 13, 2017

Public Hearing: Yes

Advertised By: Planning & Development

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

PURPOSE:

A request by Bencini Realty Limited Partnership to rezone approximately 21 acres from a Conditional Use Office Institutional (CU-OI) District to a Conditional Zoning General Business (CZ-GB) District. The site is lying along the east side of N. Main Street, approximately 300 feet north of Old Plank Road (3500 N. Main Street).

BACKGROUND:

The staff report and the Planning & Zoning Commission's recommendation are enclosed.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

- A. Staff recommended **approval** of this request, as outlined in the attached staff report.
- B. On August 22, 2017, a public hearing was held before the Planning and Zoning Commission regarding Zoning Map Amendment 17-16. The Planning & Zoning Commission recommended **approval** of this request, by a vote of 9-0, as outlined in the staff report and recommended by staff.

PLANNING AND ZONING COMMISSION RECOMMENDATION

Bencini Realty Limited Partnership

Zoning Map Amendment 17-16

At its August 22, 2017 public hearing, the Planning and Zoning Commission reviewed a request to rezone approximately 21 acres to a Conditional Zoning General Business (CZ-GB) District. All members of the Commission were present. Mr. Herbert Shannon, Senior Planner, presented the case and recommended approval of the request as outlined in the staff report.

Speaking in favor of the request:

Speaking in favor of the request, on behalf of the applicant, was Attorney Tom Terrell, with Smith Moore Leatherwood, 529 W. Parkway Avenue, High Point, N.C. Mr. Terrell gave a brief overview of the request and noted that the staff report states, "Since the adoption of the 1983 Land Use Map and its subsequent updates in 1992 and 2000, commercial land uses have been envisioned for this parcel and adjacent property to the south."

In conclusion, Mr. Terrell briefly discussed conditions offered by the applicant, in their Conditional Zoning Ordinance, to ensure development will be compatible with an abutting residential neighborhood to the northeast. These conditions prohibit vehicular access from Seward Avenue, addresses the timing of when grading/clearing may occur near the residential neighborhood; and preserves a minimum 40-foot wide undisturbed area next to the neighborhood.

Speaking in opposition of the request:

No one spoke in opposition to this request.

Planning & Zoning Commission Action

The Planning & Zoning Commission recommended **approval** of this request, as recommended by staff, by a vote of 9-0.

Upon making its recommendation, the Planning & Zoning Commission stated that its approval of Zoning Map Amendment 17-16 would be consistent with the City's adopted plans. Additionally, the Commission concurred with the staff report and found its approval recommendation reasonable and in the public interest because:

- 1) The zoning site is primarily designated for commercial uses by the adopted Land Use Plan;
- 2) The request is consistent with the intent of Goal #5 of the Land Use Plan, which speaks to promoting an urban growth pattern that occurs in an orderly fashion, in that the proposed commercial development will be adjacent to existing commercial development, just off an interchange with I-74, in a location with existing utilities and services to accommodate the development;
- 3) The site abuts CZ-GB and CU-GB Districts to the south and west, respectively; thus, GB district zoning and uses have already been established in this area; and
- 4) The applicant has offered conditions to mitigate traffic impacts and to mitigate impacts to the residential neighborhood to the north.

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

**STAFF REPORT
ZONING MAP AMENDMENT 17-16
August 22, 2017**

Request	
Applicant: Bencini Realty Limited Partnership	Owner: Bencini Realty Limited Partnership
Zoning Proposal: To rezone approximately 24 acres.	From: CU OI Conditional Use Office Institutional District R-3 Residential Single Family-3 District
	To: CZ-GB Conditional Zoning General Business District

Site Information	
Location:	Lying along the east side of N. Main Street, approximately 300 feet north of Old Plank Road (3500 N. Main Street).
Tax Parcel Number:	Guilford County 0198445 (<i>northern 60 feet of this parcel is not included</i>)
Site Acreage:	Approximately 24 acres
Current Land Use:	Undeveloped
Physical Characteristics:	The property has a relative flat to moderately sloping terrain and is impacted by a 150-foot-wide Duke Power easement and a 70-foot wide Colonial petroleum pipeline easement.
Water and Sewer Proximity:	A 12-inch City water line and an 8-inch City sewer line lie adjacent to the site along N. Main Street.
General Drainage and Watershed:	The site drains in a southeasterly direction and development is subject to the Oak Hollow Lake General Watershed Area (GWA) requirements. Engineered stormwater treatment measures are required for development with a total impervious surface area greater than 24% of the site.
Overlay District:	Oak Hollow Lake GWA

Adjacent Property Zoning and Current Land Use			
North:	R-3 CU-OI	Residential Single Family-3 District Conditional Use Office & Institutional District	Undeveloped parcel, single family dwellings and gymnastic training facility
South:	CZ-GB	Conditional Zoning General Business District	Piedmont Authority for Regional Transportation park & ride facility and wooded area.
East:	CZ-GB R-3	Conditional Zoning General Business District Residential Single Family-3 District	Undeveloped wooded area and I-74 right-of-way
West:	RM-16 CU-GB	Residential Multifamily-16 District Conditional Use General Business District	Multifamily development and vacant convenience store with gas pumps

Relevant Land Use Policies and Related Zoning History	
Community Growth Vision Statement:	<u>Obj. 6E:</u> Avoid “retail leakage” to other communities by keeping retail centers viable with strong anchor tenants and by attracting new businesses that are not detrimental to High Point’s existing businesses.
Land Use Plan Map Classification:	This area is designated primarily as Local/Convenience Commercial. The Local/Convenience Commercial classification is intended to accommodate moderate-intensity convenience retail or service uses, generally serving small, local neighborhoods.
Land Use Plan Goals, Objectives & Policies:	The following goal of the Land Use Plan is relevant to this request: <u>Goal #5:</u> Promote an urban growth pattern that occurs in an orderly fashion and conserves the land resources of the City and its planning area.
Relevant Area Plan:	Not Applicable
Zoning History:	In January 2017, the 16-acre parcel lying to the south & southeast of this current zoning application was granted zoning approval to establish a CZ-GB District zoning on that parcel (Zoning Case 16-31).

Transportation Information				
Adjacent Streets:	Name		Classification	Approx. Frontage
	N. Main Street		Minor Thoroughfare	740 ft.
Vehicular Access:	From N. Main Street.			
Traffic Counts: (Average Daily Trips)	N. Main Street		8,500 AADT (NCDOT 2015 Traffic Counts)	
Estimated Trip Generation:	Using the development data provided by the applicant, staff estimates approximately 5,043 total trips with 157 new primary trips in the mid-day peak hour.			
Traffic Impact Analysis (TIA):	Required		TIA Comments	
	<u>Yes</u> X	<u>No</u>	None	
Comments:	1. <u>Access</u>: Two access points shall be provided to North Main Street (one aligning with Woodbend Court and one lying south of the Colonial Pipeline easement) and cross-access easement(s) shall be provided to the adjacent property to the south and east (Guilford County Tax Parcel 0223243) with locations to be determined by the High Point Director of Transportation. No access point shall be permitted to Seward Avenue. 2. <u>Improvements</u> a. <u>North Main Street</u>: Widen North Main Street from north of the Old Plank Road intersection to the Woodbend Court (aka Site Drive 3 intersection in the TIA) to provide a three-lane cross section with a center turn lane. b. <u>North Main Street (south of Colonial Pipeline easement)</u> (aka and Site Drive 2 in the TIA) i. Construct a three-lane cross-section on the westbound stop-controlled approach of the full movement access with one (1) ingress lane and two (2) egress lanes. ii. Construct an exclusive right turn lane on the northbound approach of North Main Street. Provide a minimum of one-			

	hundred (100) feet of full storage and appropriate bay taper. c. <u>North Main Street at Woodbend Court access</u> i. Construct a three-lane cross-section on the westbound stop-controlled approach of the full movement access with one (1) ingress lane and two (2) egress lanes. ii. Construct an exclusive right turn lane on the northbound approach of North Main Street. Provide a minimum of one-hundred (100) feet of full storage and appropriate bay taper. iii. Construct an exclusive left turn on the southbound approach of North Main Street. 3. <u>Other Transportation Conditions:</u> Any development beyond the area shown in the Traffic Impact Analysis (TIA) by Ramey Kemp and Associates dated July, 2017 (the approximate western 10 acres of the property) shall require the submittal of a revised TIA. 4. The City of High Point Transportation Director and the North Carolina Department of Transportation (NCDOT) shall approve the exact location and design of all access points and improvements.
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School District Comment

Not applicable to this zoning case.

Details of Proposal

The applicant has requested rezoning of approximately 24 acres to facilitate construction of a commercial development and to assist in working with the abutting commercially zoned property to the south. Since the 1980s, the adopted Land Use Plan has designated the property and surrounding area as Local/Convenience Commercial, which may accommodate moderate-intensity convenience retail or service uses. The land associated with this application was granted its current office zoning in 1989; however, the site was never developed. With the recent rezoning of property lying to the south and southeast, under Zoning Map Amendment Case 16-31, the applicant is seeking approval to allow a similar GB District zoning on this parcel.

The zoning site and the abutting parcel to the south both have odd configurations and are impacted by two major utility lines that run through this portion of the City. Rezoning to the same zoning district would allow for cooperation between the two property owners with the adjustment of their common property line to promote more efficient use of land and the establishment of common vehicular circulation and stormwater control devices. In conjunction with this application, a conditional zoning ordinance has been offered by the applicant with conditions pertaining to prohibited uses, undisturbed areas, and vehicular access and roadway improvements to mitigate transportation-related impacts associated with the development of a moderate-intensity commercial development.

Staff Analysis

Section 2.4.5.(C) of the Development Ordinance states that the advisability of a conditional zoning is a matter committed to the legislative discretion of the City Council and is not controlled by any one factor. Based on the applicant's submittal and proposed conditions, as they existed on the date

of this report, the Planning and Development Department offers the following comments relative to these ordinance considerations.

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.

Staff Comments:

Most of the site is designated for moderate-intensity commercial uses on the Land Use Plan Map, which is consistent with the request. The property to the south and southeast was rezoned to a similar CZ-GB zoning district earlier this year. Opportunities for cross access between the sites would help move traffic more efficiently and avoid congestion on perimeter roads in keeping with adopted policy.

Review Factors:

Whether the applicant's proposed conditional zoning district, including the proposed use(s), written conditions, and conditional zoning plan (if applicable), will satisfactorily:

<u>Factor #1</u>	Result in a development that is compatible with surrounding development character and land uses;
	<u>Staff Comments:</u> The requested CZ-GB District will be compatible with surrounding uses based on the following: ❖ The property is bordered on two sides by thoroughfares: N. Main Street to the west and the I-74 interstate corridor to the east. Access will be from N. Main Street. ❖ The property is generally surrounded by CU-OI District and R-3 District to the north, CZ-GB to the south and east, RM-16 District and CU-GB District to the west. The requested zoning map amendment will not introduce land uses or zoning districts that are not already established in this area.
<u>Factor #2</u>	Minimizes or effectively mitigates any identified adverse impact on adjacent and nearby land, such as that caused by traffic, parking, noise, lighting, trash, loading areas, etc.;
	<u>Staff Comments:</u> To mitigate potential negative impacts, the applicant's conditional zoning ordinance includes the following: ❖ No vehicular access is permitted from Seward Avenue, a local street lying north of the zoning site that serves an adjacent residential neighborhood; ❖ Restricting when grading and clearing on the northeastern portion of the site, adjacent to the residential neighborhood, may occur; and ❖ Preserving a minimum 40-foot wide undisturbed area where the zoning site abuts this residential neighborhood.
<u>Factor #3</u>	Minimizes or effectively mitigates any identified adverse environmental impact on water and air resources, minimizes land disturbance, preserves trees and protects habitat;
	<u>Staff Comments:</u> 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.

<u>Factor #4</u>	Minimizes or effectively mitigates any identified adverse impact on municipal facilities and services, such as streets, potable water and wastewater facilities, parks, police and fire; and; <i>Staff Comments:</i> 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.
<u>Factor #5</u>	Minimizes or effectively mitigates any identified adverse effect on the use, enjoyment or value of adjacent lands. <i>Staff Comments:</i> The zoning site is located in an area identified by the Land Use Map for commercial uses and the applicant has offered conditions that prohibit specific land uses and provides for an undisturbed area adjacent to the residential neighborhood to the north. Staff has found no evidence that the requested CZ-GB District, as conditioned by the applicant, would adversely affect adjacent properties.

Changes in the Area:

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

Staff Comments:

Except for the establishment of CZ-GB District zoning on the property lying to the south and southeast of this site in January 2017, there have been no significant zoning changes at this immediate area. Since the adoption of the 1983 Land Use Map and its subsequent updates in 1992 and 2000, commercial land uses have been envisioned for this parcel and adjacent property to the south.

Development Patterns:

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

Staff Comments:

Based on the adopted land use policies along with the surrounding zoning and development pattern, which consists of a variety of commercial and office land uses, the requested CZ-GB District is consistent with the preferred development pattern envisioned for this portion of the City.

Reasonableness/Public Interest:

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

Staff Comments:

In this case, staff suggests that the approval of the applicant's request is reasonable and in the public interest because:

- 1) The zoning site is primarily designated for commercial uses by the adopted Land Use Plan;
- 2) The request is consistent with the intent of Goal #5 of the Land Use Plan, which speaks to promoting an urban growth pattern that occurs in an orderly fashion, in that the proposed commercial development will be adjacent to existing commercial development, just off an interchange with I-74, in a location with existing utilities and services to accommodate the development;
- 3) The site abuts CZ-GB and CU-GB Districts to the south and west, respectively; thus, GB district zoning and uses have already been established in this area; and

- | |
|---|
| 4) The applicant has offered conditions to mitigate traffic impacts and to mitigate impacts to the residential neighborhood to the north. |
|---|

Recommendation

Staff Recommends Approval:

As addressed in the Staff Analysis section of this report, the requested CZ-GB District is consistent with the Land Use Plan and the conditions offered by the applicant will ensure development of the zoning site will be compatible with adjacent uses. The Planning & Development Department recommends approval of the request to rezone this 24-acre parcel to the CZ-GB District.

Required Action

Planning and Zoning Commission:

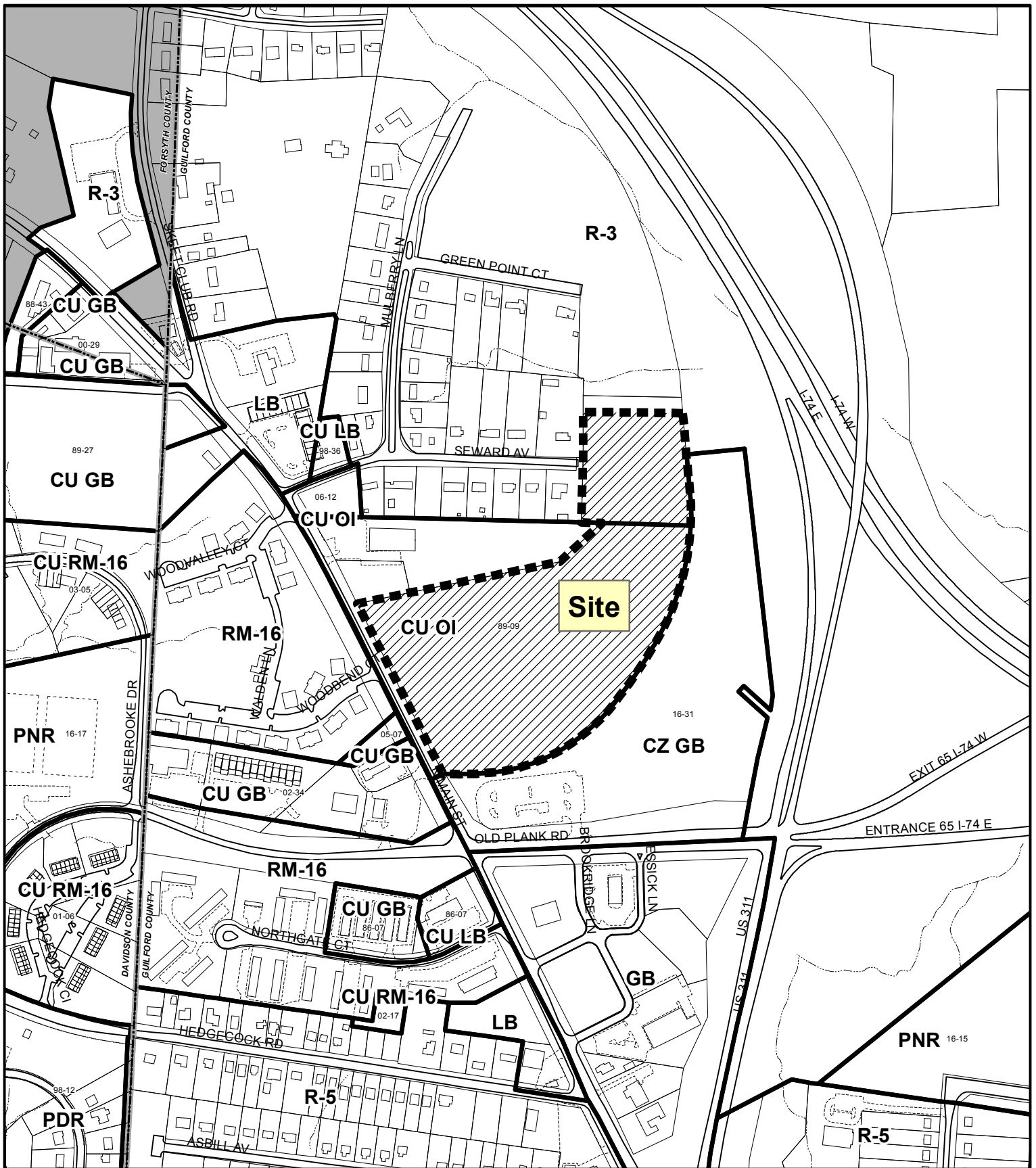
The NC General Statutes require that the Planning and Zoning Commission place in the official record a statement of consistency with the City's adopted plans when making its recommendation. This may be accomplished by adopting the statements in the Staff Analysis section of this report or by adopting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

City Council:

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

Report Preparation

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



ZONING MAP AMENDMENT ZA-17-16

From: Conditional Use Office Institutional and Residential Single Family-3

To: Conditional Zoning General Business

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

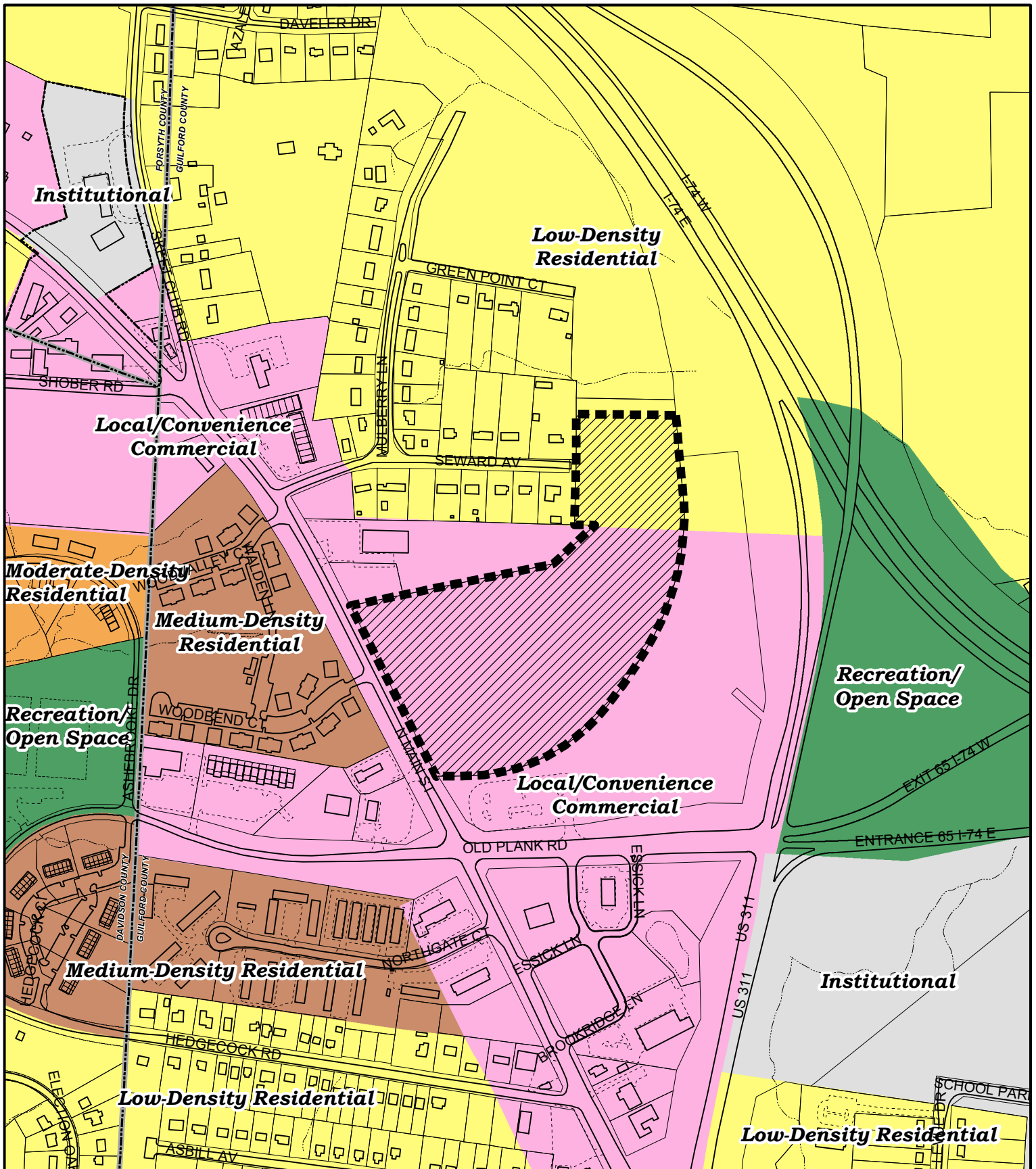
**Planning & Development
Department**

City of High Point

Date: August 22, 2017



Scale: 1"=500'
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 2017/pz/za17-16.mxd



ZONING MAP AMENDMENT ZA-17-16

Land Use Plan

Existing Land Use Plan
Subject Property Boundary



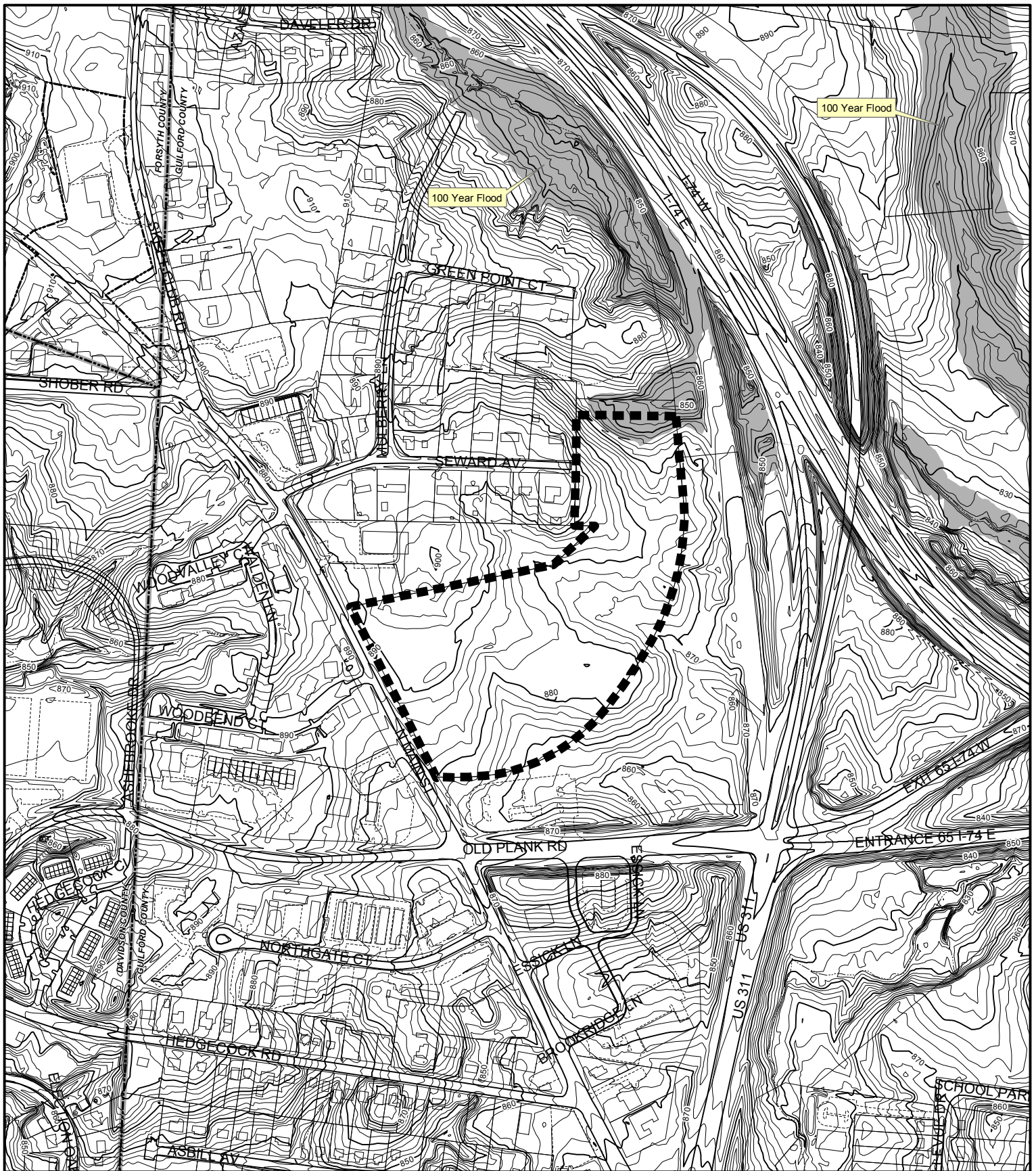
Planning & Development
Department

City of High Point

Date: August 22, 2017



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ZONING MAP AMENDMENT ZA-17-16

Topography

Subject Property Boundary - - - - -

Planning & Development
Department

City of High Point

Date: August 22, 2017



Scale: 1"=500'

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2017\pz\za17-16 topo.mxd

ZONING MAP AMENDMENT ZA-17-16



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

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

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on August 22, 2017 and before the City Council of the City of High Point on September 18, 2017 regarding **Zoning Map Amendment Case 17-16 (ZA-17-16)** 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, 2017, for the Planning and Zoning Commission public hearing and on September 6, 2017 and September 13, 2017, for the City Council public hearing pursuant to Chapter 160A-364 of the General Statutes of North Carolina; and

WHEREAS, the proposed amendment was adopted by the City Council of the City of High Point on **September 18, 2017.**

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

SECTION 1

That the Official Zoning Map of the City of High Point be amended to establish the following described area as: **Conditional Zoning General Business (CZ-GB) District.** The property is approximately 24.022 acres and lying along the east side of N. Main Street, approximately 300 feet north of Old Plank Road (3500 N. Main Street). The property is also known as Guilford County Tax Parcel 0198445 (excluding the northern 0.574 acres of the parcel) and more specifically described as follows:

BEING all of NEW LOT 2 OF THE BENCINI REALTY CO. map as recorded in Plat Book 101 Page 137, in the Office of the Register of Deeds of Guilford County, North Carolina, consisting of 24.596 acres, more or less, SAVE AND EXCEPT the following:

Beginning at the northwest corner of NEW LOT 2 OF THE BENCICI REALTY CO. map as recorded in Plat Book 101 Page 137, in the Office of the Register of Deeds of Guilford County, North Carolina, thence from said beginning point with the northern line of said lot South 87° 04’ 18” East 378.34 feet to the northeast corner of said lot, thence with the eastern line of said lot South 02° 54’ 47” East 77.37 feet to a point; thence North 83° 41’ 33” West 386.79 feet to a point in the western line of said lot; thence with said western line North 02° 49’ 16” East 54.17 feet to the point and place of beginning containing 0.574 acres, more or less.

SECTION 2

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

Part I. USES:

Any uses allowed in the General Business (GB) District subject to the standards of the Development Ordinance and the specific conditions listed in this ordinance

Part II. CONDITIONS:

A. Prohibited Uses: The following use types, as listed in Table 4.1.9 (Principle Use Table) of the Development Ordinance, shall be prohibited

1. Commercial Use Classification

- a) Tattoo/body piercing
- b) Pawnshop

B. Undisturbed Area:

- 1. Until such time as the area that lies northwest of the gas pipeline easement and east of Guilford County tax parcels 0198500 and 0198502 is developed, the property owner shall leave the area in a natural and undisturbed state.
- 2. Upon development of the area that lies northwest of the gas pipeline easement and east of Guilford County tax parcels 0198500 and 0198502, the applicant shall provide a forty (40) foot wide natural and undisturbed vegetated buffer along tax parcels 0198500 and 0198502. Unless the Development Ordinance requires a higher perimeter landscape yard, the-existing trees in this forty (40) foot wide buffer area shall be supplemented, where necessary, to meet the Type B perimeter landscape yard rate.

C. Transportation Conditions.

1. Vehicular Access:

- a. N. Main Street: Two access points shall be provided to North Main Street (one aligning with Woodbend Court and one lying south of the Colonial Pipeline easement) and cross-access easement(s) shall be provided to the adjacent property to the south/east (Guilford County Tax Parcel 0223243) with locations to be approved by the High Point Director of Transportation.
- b. Seward Avenue: No access point shall be permitted to Seward Avenue.

2. Improvements:

a. North Main Street

Widen North Main Street from north of the Old Plank Road intersection to the Woodbend Court (aka Site Drive 3 intersection in the TIA) to provide a three-lane cross section with a center turn lane.

b. North Main Street (south of Colonial Pipeline easement)
(aka and Site Drive 2 in the TIA)

- i. Construct a three-lane cross-section on the westbound stop-controlled approach of the full movement access with one (1) ingress lane and two (2) egress lanes.
- ii. Construct an exclusive right turn lane on the northbound approach of North Main Street. Provide a minimum of one-hundred (100) feet of full storage and appropriate bay taper.

c. North Main Street at Woodbend Court access

- i. Construct a three-lane cross-section on the westbound stop-controlled approach of the full movement access with one (1) ingress lane and two (2) egress lanes.
- ii. Construct an exclusive right turn lane on the northbound approach of North Main Street. Provide a minimum of one-hundred (100) feet of full storage and appropriate bay taper.
- iii. Construct an exclusive left turn on the southbound approach of North Main Street.

d. Other Transportation Conditions

- i. Any development beyond the area shown in the Traffic Impact Analysis (TIA) by Ramey Kemp and Associates dated July, 2017 (the approximate western 10 acres of the property) shall require the submittal of a revised TIA.
- ii. The City of High Point Transportation Director and the North Carolina Department of Transportation (NCDOT) shall approve the exact location and design of all access points and improvements.

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6.

This ordinance shall become effective upon the date of adoption.

18th day of **September, 2017.**

Lisa B. Vierling, City Clerk

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
ANALYSIS**

FOR

OLD HIGHWAY 311 REZONING

LOCATED

IN

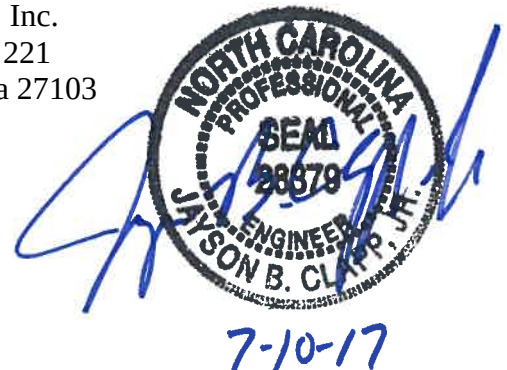
HIGH POINT, NORTH CAROLINA

Prepared For:
Bencini Realty Limited Partnership
P.O. Box 1130
High Point, North Carolina 27261

Prepared By:
Ramey Kemp & Associates, Inc.
621 Jonestown Road, Suite 221
Winston-Salem, North Carolina 27103
License #C-0910

July 2017

RKA Project No. 17180



Prepared By: CTS

Reviewed By: AC & JBC

TABLE 5
ANALYSIS SUMMARY OF FUTURE 'BUILD' TRAFFIC CONDITIONS

INTERSECTION	A P P R O A C H	Lane Configurations	AM PEAK HOUR Levels of Service (LOS)		MIDDAY PEAK HOUR Levels of Service (LOS)		PM PEAK HOUR Levels of Service (LOS)	
			Approach	Overall (LOS)	Approach	Overall (LOS)	Approach	Overall (LOS)
Old Plank Road (EB)/US 311/Interstate 74 (WB) And US 311 (NB)/US 311/Interstate 74 (SB) (Signalized)	EB WB NB SB	2 LT, 1 TH, 1 TH-RT 1 LT, 1 TH, 1 TH-RT 1 LT, 2 TH, 1 RT 2 TH, 1 RT	D D B D	C (31.7)	C C C D	C (30.4)	D C C D	C (32.8)
Old Plank Road (EB/WB) And North Main Street (NB/SB) (Signalized)	EB WB NB SB	1 LT, 1 TH-RT 1 LT, 1 TH, 1 RT 1 LT, 1 TH-RT 1 LT, 1 TH-RT	C A D C	C (26.3)	B A D C	C (25.2)	C B D C	C (25.8)
Old Plank Road (EB/WB) And McDonald's Driveway (NB)/Full Access (SB) (Unsignalized)	EB ¹ WB ¹ NB ² SB ²	1 LT, 1 TH, 1 TH-RT 1 LT, 2 TH, 1 RT 1 LT-TH-RT 1 LT-TH, 1 RT	A A C E	N/A	A A B D	N/A	A A C F	N/A
North Main Street (NB/SB) And Shober Road (EB)/Skeet Club Road (WB) (Unsignalized)	NB ¹ SB ¹ EB ² WB ²	1 LT-TH, 1 RT 1 LT, 1 TH-RT 1 LT-TH-RT 1 LT, 1 TH-RT	A A B C	N/A	A A B B	N/A	A A B F	N/A
North Main Street (NB/SB) And Woodbend Court (EB)/Site Drive 3 (WB) (Unsignalized)	NB ¹ SB ¹ EB ² WB ²	1 LT, 1TH, 1 RT 1 LT, 1-TH-RT 1 LT-TH-RT 1 LT-TH-RT	A A C D	N/A	A A C D	N/A	A A D F	N/A
North Main Street (NB/SB) And Site Drive 2 (WB) (Unsignalized)	NB SB ¹ WB ²	1 TH, 1 RT 1 LT, 1 TH 1 LT-RT	A A D	N/A	A A D	N/A	A A E	N/A

***Bold type denotes revised lane configurations and/or warranted turn lanes based on City of High Point Driveway Ordinance.**

1. Major street left-turn movement for unsignalized intersection.
2. Stop-controlled approach for unsignalized intersection.

8. CONCLUSION

This traffic impact analysis was performed to determine the potential impact to the surrounding transportation system caused by the additional traffic generated by the proposed site in High Point, North Carolina. The proposed site assumed to consist of 5,000 square feet of retail space, a 4,000 square-foot drive-in bank, a 6,000 square-foot high-turnover (sit-down) restaurant, and two (2)

3,500 square foot fast-food restaurants with drive-through windows. In addition to site-generated traffic, this study also considered the impact of approved development traffic on the study area.

Existing Traffic Conditions

Under existing (2017) traffic conditions, the signalized intersections operate at an overall LOS C or better during the peak hours. In addition, all intersection approaches operate at LOS D or better. The main street left turn movements on Old Plank Road and North Main Street at the unsignalized intersections operate at LOS A, while the stop-controlled approaches of the stop-controlled approaches operate at LOS D or better with the exception of the westbound approach of Skeet Club Road at North Main Street during the PM peak hour.

Future 'No-Build' Traffic Conditions

Under future 'no-build' traffic conditions, the signalized intersections are expected to operate at an overall LOS C during the peak hours. In addition, all intersection approaches are expected to operate at LOS D or better. The main street left turn movements on Old Plank Road and North Main Street at the unsignalized intersections are expected to operate at LOS A, while the stop-controlled approaches are expected to operate at LOS E or better with the exception of the southbound approach of the full access on Old Plank Road and the westbound approach of Skeet Club Road during the PM peak hour. Greater delays and poorer levels of operation are not uncommon for stop-controlled approaches, especially during peak times of the day when traffic volumes on the mainline are the heaviest.

Future 'Build' Traffic Conditions

Under future 'build' traffic conditions, the signalized intersections are expected to operate at an overall LOS C or better during the peak hours. In addition, all intersection approaches are expected to operate at LOS D or better.

The main street left turn movements on Old Plank Road at the unsignalized full movement intersection operates at LOS A, while the stop-controlled approaches operate at LOS E or better with the exception of the southbound approach of during the and PM peak hour. As for the unsignalized intersections on North Main Street, capacity analysis indicates that the northbound and southbound main street left turn movements are expected to operate at LOS A, while the stop-

controlled approaches are expected to operate at LOS E or better with the exception of the westbound approaches of Skeet Club Road and Site Drive 3 during the PM peak hours. While the installation of a traffic signal could improve the level of operation on the stop-controlled approaches, it is not recommended due the impact to free-flowing conditions that currently exist on Old Plank Road and North Main Street. Furthermore, the greater delays are only expected during the PM peak hour, and reduced delays and improved operations are expected as a result of the gaps created in the mainline traffic by the existing adjacent traffic signals

9. RECOMMENDATIONS

Based on the findings of this study, the following improvements should be provided to accommodate the traffic volumes associated with the proposed site. Refer to Figure 14 in Appendix A for an illustration of the geometric improvements.

North Main Street

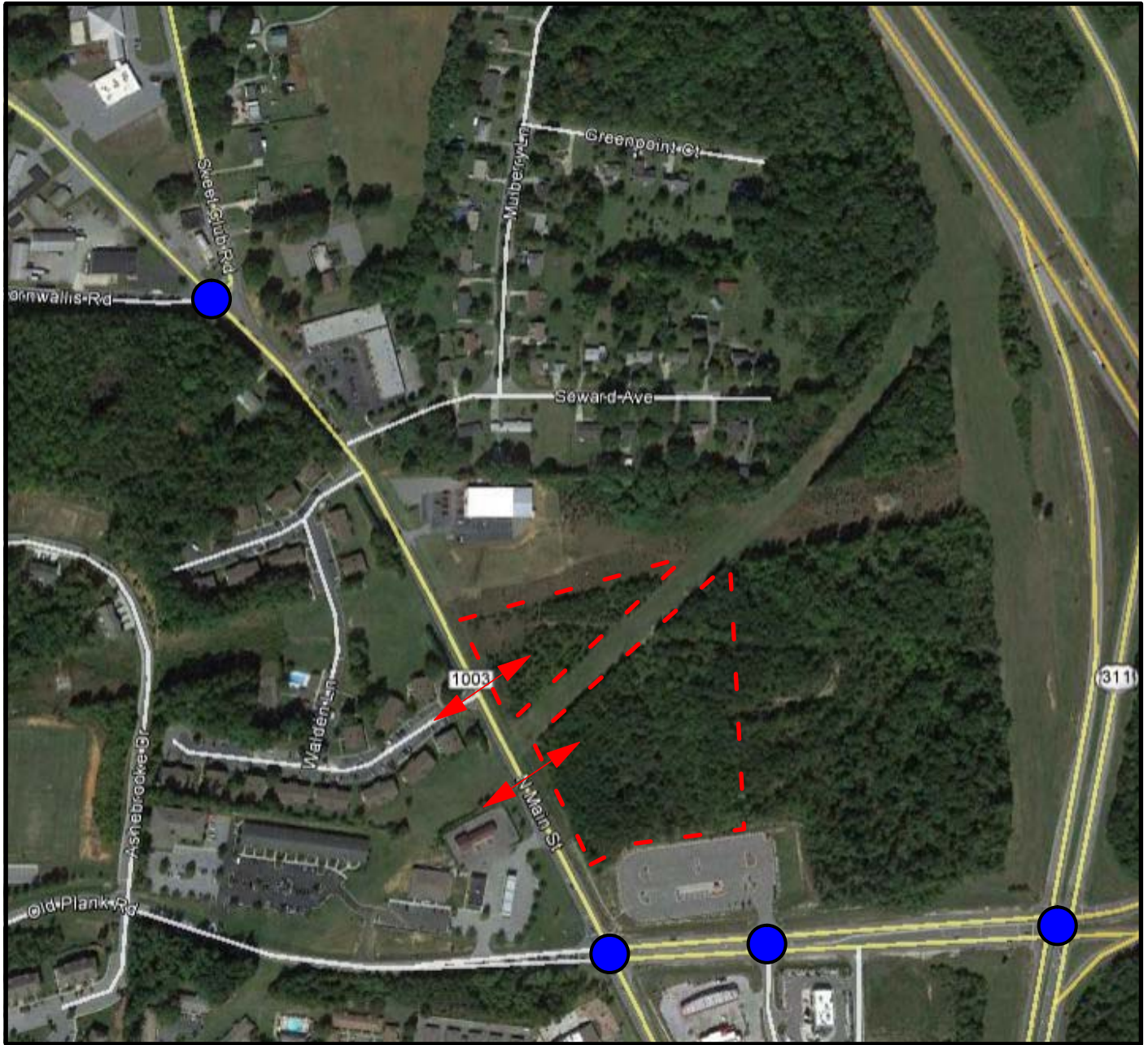
- Widen North Main Street from north of the Old Plank Road intersection to the Woodbend Court/Site Drive 3 intersection to provide a three-lane section with a center turn lane.

North Main Street and Site Drive 2

- Construct a two-lane cross-section on the westbound stop-controlled approach of the full movement access with one ingress lane and one egress lane.
- Construct an exclusive right turn lane on the northbound approach of North Main Street. Provide a minimum of 100 feet of full storage and appropriate bay taper.

North Main Street and Woodbend Court/Site Drive 3

- Construct a two-lane cross-section on the westbound stop-controlled approach of the full movement access with one ingress lane and one egress lane.
- Construct an exclusive right turn lane on the northbound approach of North Main Street. Provide a minimum of 100 feet of full storage and appropriate bay taper.
- Construct an exclusive left turn on the southbound approach of North Main Street. Provide a minimum of 100 feet of full storage and appropriate bay and transitional tapers.



LEGEND



Site Location



Existing Study Intersection



Approximate Site Boundary



Approximate New Site Access Locations



Old Hiwassee Rezoning
Hiwassee Point, NC

Site Map

Scale: 1" = 100' Scale

Figure 1

Citizens Information Meeting Report Zoning Map Amendment 17-16

Submitted by: Mr. Thomas E. Terrell, Jr. on behalf of
Bencini Realty Limited Partnership

Citizens' Communication Report

Bencini Realty Limited Partnership Zoning Map Amendment Case 17-16

Submitted by
Thomas E. Terrell, Jr.
August 3, 2017

1. Letter of Invitation

The letter attached as Exhibit A (with map in color on original) was sent to all neighbors surrounding the site. The letter included a copy of the official citizens' information statement.

The letter provided ample direct, personal contact information for any person to use if they had questions.

2. Recipients

The list of recipients, prepared by the City of High Point Planning Department, is attached as Exhibit B.

3. Neighborhood Meeting

The Neighborhood Meeting was held on August 2, 2017 from 5:00 to 6:15 at the offices of Davis Martin Powell on Old Plank Road. Attending the meeting were the following neighbors:

- (a) Mr. Robert Travers (HP Gymnastics Academy)
- (b) Ms. Charlotte Jones 206 Seward Avenue
- (c) Mr. Kevin Nardi 208 Seward Avenue
- (d) Ms. Linda Matthews 210 Seward Avenue
- (e) Ms. Diane Lewis 212 Seward Avenue

Also attending were John and Leslie Bencini (for applicant), Tom Terrell (attorney for applicant), and Eddie MacEldowney (Davis Martin Powell).

4. Questions/Concerns/Comments

The neighbors were given a brief history of the property and its ownership, the recent rezoning of the adjoining property owned by Selwyn Property Group, and an explanation that the rezoning was proceeding without tenants or site plan so that it could be developed in coordination with the Selwyn property.

Two of the attendees were generally just concerned about change. One came because he was curious. We had copies of a map showing the site and the homes on Seward Avenue. The

map was used to explain how property to the east of Seward was likely not developable at all. Neighbors asked if the applicant was willing to agree not to timber the triangular area north of the Duke Power easement and east of Seward Avenue until such time as it is developed. Mr. Bencini thought that was a reasonable request and agreed to offer that as a condition. He was also asked if he would either leave a larger-than-required natural, vegetated buffer adjacent to the homes at 209 and 212 Seward Avenue to help block the noise from US 311, and he agreed.

Neighbors were promised that they would receive by email a list of the changes offered in zoning conditions.

EXHIBIT A

July 27, 2017

Dear Neighbor,

I represent Bencini Realty Limited Partnership that owns 21.6 acres at the northeast quadrant of Plank Road and North Main Street. The owner has applied for a zoning change from CU-OI (Office and Institutional with certain conditions) to CZ-GB (General Business with development conditions). The owners have no specific users or plans at this time. A map showing the site is below.



We will hold a neighborhood meeting this coming Wednesday, August 2nd, from 5:00 to 6:15 at the offices of Davis Martin Powell located at 6415 Old Plank Road. In the meantime, if you have any questions, please feel free to call me at my direct number (336-378-5412) or to email me at tom.terrell@smithmoorelaw.com.

This matter is scheduled to be heard by the Planning & Zoning Commission on Tuesday, August 22nd, at 6:00 p.m., 211 S. Hamilton Street.

A description of the zoning process is enclosed.



July 27, 2017
Page 2

Sincerely,

Smith Moore Leatherwood LLP

A handwritten signature in black ink, appearing to read "Tom Terrell". The signature is fluid and cursive.

Thomas E. Terrell, Jr.

TET/kwc

Enclosure



City of High Point Conditional Zoning District Zoning Citizen Information Meetings

Anyone planning to file a zoning application for a Conditional Zoning district from the City of High Point is required to hold a citizen information meeting prior to filing the application. This requirement applies only to an application for a conditional zoning district or an application to amend a previously approved conditional zoning district. Conditional zoning is a type of zoning where property owners can impose specific conditions or restrictions on the development and use of their property, and where the conditions are enforceable by the City regardless of the property's future ownership.

The City of High Point finds that quality development is better achieved through an informed and cooperative process than an adversarial one. The purpose of the citizen information meeting is to allow the person planning to file an application, otherwise known as the applicant, the opportunity to inform citizens about the development proposal and to provide citizens the opportunity to ask questions and find out more about the proposal prior to any official public hearings.

The applicant's development proposal is officially presented to the Planning & Zoning Commission and City Council at their respective public hearings. At the public hearings, the Commission and Council hear comments and concerns from citizens regarding the proposal prior to making decisions. The public hearings are not the preferred setting for citizens to learn about a development proposal for the first time. It is difficult to gain understanding of a proposal and offer well thought out comments during the relatively short time of a public hearing. The citizen information meeting is important in that it can provide basic information and allow communication with the applicant before the public hearings, so that citizens may informatively develop their comments and any concerns, and later present them at the public hearings for consideration.

Applicants may vary the form and number of citizen information meetings they conduct; however, they are required to contact or otherwise notify owners of property located within 300 feet of the proposed zoning site. Whatever form the meeting takes, those citizens participating are provided with this written statement from the City of High Point, which describes the purpose of the citizen information meeting, the application process and where additional information may be obtained from the City. In addition, the applicant must provide a written description of the development proposal and any other available information that would help citizens to better understand it. After the zoning application is filed with the City's Planning & Development Department, the

applicant submits to the City a written report of the citizen information meeting(s). At a minimum, this report records the property owners notified; date, time and location of the meeting(s); the written description of the development proposal; and any comments, ideas or suggestions from citizens that were incorporated into the development proposal.

Before the public hearings are held, the City's Planning & Development Department mails notices to all owners of property located within 300-feet of the zoning site. This notice provides information on the conditional zoning district request; the time, date and place of the Planning & Zoning Commission public hearing; and contact information. A second notice is mailed prior to the City Council's public hearing with similar information. Also, signs are placed on the zoning site giving notice of the request and the City's public hearings.

After hearing public comments and considering the development proposal, the Planning & Zoning Commission makes a recommendation to the City Council who, after holding their public hearing, decides what action should be taken on the proposal. Changes to the applicant's proposal can occur during this process in order to insure consistency with City policy and development regulations, and to minimize expected impacts that can be generated by the development or use of the zoning site.

No condition can be included in a conditional zoning district that specifies ownership status, race, religion or characteristics of the development's occupants, the minimum size of a dwelling, the minimum value of buildings or improvements, or ones that otherwise excludes specific races, religions or classes of people.

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

Contact:

Planning & Development Department 336-883-3328

www.highpointnc.gov/plan/

www.buildhighpoint.com

EXHIBIT B

AUSTIN, RAYMOND FOSTER JR ; AUSTIN, JOANN S
212 GREEN POINT CT
HIGH POINT NC 27265

BENCINI REALTY LTD
PO BOX 1130
HIGH POINT NC 27261

CARR PROPERTIES LLC
1414 LONG ST
HIGH POINT NC 27262

CHAPPELL, ANNIE H
205 SEWARD AVE
HIGH POINT NC 27265

DVM PROPERTIES LLC
1001 WICKLIFF AVE
HIGH POINT NC 27262

EICHELBERGER, PAUL W
207 SEWARD AVE
HIGH POINT NC 27265

FROG'S HAVEN LIMITED PARTNERSHIP
PO BOX 5484
HIGH POINT NC 27262

HEDGECOCK HOLDINGS LLC
2774 EAST ROAD
WALNUT COVE NC 27052

HOLLAND, J D
209 SEWARD AVE
HIGH POINT NC 27265

KOON, HAYNE LIVINGSTON
206 SEWARD AVE
HIGH POINT NC 27265

LEWIS, DIANE P
212 SEWARD AVE
HIGH POINT NC 27265

MATTHEWS, THELMA B ; MATTHEWS, LYNN
210 SEWARD AVE
HIGH POINT NC 27265

MEADOWBROOK APARTMENTS LLC
826 N ELM ST SUITE 200
GREENSBORO NC 27401

MOORE, JOHN B ; MOORE, RAYMOND H RIGHT OF
SURVIVORSHIP
200 SEWARD AVE
HIGH POINT NC 27265

N & R PROPERTY DEVELOPMENT OF NC LLC
284 N EMILY CT
HIGH POINT NC 27265

NARDI, KEVIN
208 SEWARD AVE
HIGH POINT NC 27265

NOVANT HEALTH INC
2085 FRONTIS PLAZA BLVD
WINSTON SALEM NC 27103

RAY, CLAUDE PATRICK ; RAY, MARGARET
208 GREEN POINT CT
HIGH POINT NC 27265

S&B GENERAL LLC
500 STARFIRE CT
OAK RIDGE NC 27310

TRAVERS, ROBERT JOSEPH JR ; TRAVERS,
ROBERT JOSEPH SR ; TRAVERS, MARY M
3530 N MAIN ST
HIGH POINT NC 27265

TWO DAUGHTERS LLC
2516 OAK CREST AVE SUITE B
GREENSBORO NC 27408

CITY OF HIGH POINT

AGENDA ITEM



Title: Estoppel Certificate – IHFC Properties

From: JoAnne Carlyle, City Attorney

Meeting Date: September 18, 2017

Public Hearing: N/A

Advertising Date: N/A

Advertised By:

Attachments: Fifth Amendment to Lease

Purpose:

Lease Estoppel with IHFC Properties, LLC for property located at 210-220 E. Commerce Avenue.

Background:

Blackstone is buying out the interest of Black and Oaktree in the IMC, which requires that a new ground lease estoppel certificate needs to be signed. The lease will also reflect the fact that the lease is being assigned from IHFC Properties, LLC to IHFC Properties SPE, LLC.

Budget Impact:

N/A

Recommendation:

Council is requested to authorize the Mayor to sign the Estoppel Certificate with regards to the IHFC Properties lease for the property located at 210-220 E. Commerce Avenue.



Community Housing, Neighborhood Development and Public Safety Committee

Chaired by Council Member Golden

Committee Members: Golden, Alexander, Ewing, and Williams

September 5, 2017 – 10:00 a.m.

3rd Floor Lobby Conference Room

Minutes

Present:

Chairman Jeff Golden

Committee Members Ewing and Williams

Absent:

Committee Member Latimer Alexander

Staff Present:

Greg Demko, City Manager; Randy McCaslin, Deputy City Manager; Randy Hemann, Assistant City Manager; Police Chief Kenneth Shultz; Mike McNair, Director of Community Development & Housing; Michelle McNair, Community Outreach Manager; Alisha Doulen; Community Outreach Specialist; Lauren Atwell-Bass, Community Outreach Specialist; Richard Fuqua, Affordable Housing Manager, Lori Loosemore, Local Codes Enforcement Supervisor; Officer David Dulin, Special Events Coordinator, Curtis Cheek; David Briggs, Theatre Director; Lee Tillery, Director of Parks & Recreation; JoAnne Carlyle, City Attorney; Lisa Vierling, City Clerk

Others Present:

Judy Stalder, TREBIC

Sofia Crisp, Operation Inasmuch

News Media:

Pat Kimbrough, *High Point Enterprise*

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

- *High Point City Code- ARTICLE C- Citizens Advisory Council*
- *An Ordinance Amending the High Point Code of Ordinances Title 2- Government and Administration- Chapter 3- Boards and Commissions- Article C Citizens Advisory Council- Section 2-3-36 Term of Office, Section 2-3-37 Same; Removal of Members, and Section 2-3-47 Amendments and Requirements for Removal of Members*
- *High Point City Code- Proposed ARTICLE O- "Parades, Picketing and Special Events"*
- *City of High Point Event Policy (Revised 1/2017)*
- *Presentation- Community Development & Housing Department- Proposed 2017-2018 Operation Inasmuch Contract with Community Housing Solutions*
- *Letter from Michael E. McNair, Director, dated August 28, 2017 announcing the October 21, 2017 Operation Inasmuch event coming to the Macedonia/Pershing neighborhoods*

Consideration of a Proposed Amendment to the Citizen's Advisory Committee Ordinance

City Attorney JoAnne Carlyle distributed copies of the **ORDINANCE AMENDING THE HIGH POINT CODE OF ORDINANCES, TITLE 2- GOVERNMENT AND ADMINISTRATION; CHAPTER 3- BOARDS AND COMMISSIONS; ARTICLE 3 CITIZENS ADVISORY COUNCIL; SECTION 2-3-36 TERM OF OFFICE; SECTION 2-3-37 SAME- REMOVAL OF MEMBERS; AND SECTION 2-3-47 AMENDMENTS OF BY-LAWS TO SET APPOINTMENT SCHEDULES AND REQUIREMENTS FOR REMOVAL OF MEMBERS.**

She explained that additional changes would be forthcoming, mostly grammatical and nothing of any substance. She proceeded to focus on the following changes:

Section 2-3-36 Term of Office:

- ✓ All members will serve a two-year term beginning June 1st of each year;
- ✓ No member shall serve more than three consecutive two-year terms;
- ✓ Terms of office for those members appointed by the mayor and those appointed by council persons representing Wards 2, 4 and 6 shall expire in the even-numbered years; those appointed by At-Large and council persons representing Wards 1, 3, and 5 shall expire in odd-numbered years.

Ms. Carlyle advised these terms will begin in 2018 and 2019 to allow for staggered terms within the Citizens Advisory Council (CAC). Mike McNair, Director of Community Development & Housing, clarified that any partial term of office less than a full year shall not apply to the term limits of this section.

Section 2-3-37 Same; removal of members:

Ms. Carlyle pointed out the way the proposed changes to the ordinance are currently worded, the Citizens Advisory Council would have the authority to remove its members; however, she advised that no body other than the City Council has that authority. Regarding subsection 4, "Absenteeism," it is expected that members shall attend all regularly scheduled meetings of the CAC. If a member expects to be absent, the proposed ordinance requires no less than 12 hours prior notification. The ordinance also further states that "any absence without prior notification, except where there are unforeseeable circumstances beyond the member's control, shall be considered unexcused."

Ms. Carlyle stated that she would like some discussion and clearer direction as to the intended purpose and goal with regards to the 12-hour time limit because she felt it could get a little "fuzzy" as to the timing and definition of "unforeseen circumstances".

Ms. Carlyle suggested it was important for Council to keep in mind that all members serving on the boards and commissions should be treated equally and fairly. She questioned why the CAC is the only board that has language about removing members because no other boards/commissions have this language to address absences. Mr. McNair explained they were trying to clarify what was already in the ordinance in an effort to make it more useful.

Chairman Golden suggested deleting 2-3-37 (4) "Absenteeism" and (5) "Removal of member" and be more proactive in maintaining attendance schedules. Committee Member Ewing suggested empowering all boards/commissions to take a vote and make recommendations periodically to the City Council for removal of board members due to lack of attendance. He explained from the City Council's perspective this would send a message with a more sense of urgency for Council to replace the board member who is not coming to the regularly scheduled meetings.

Mr. McNair asked if this would go to Council October and Ms. Carlyle advised that she could probably have it ready to go on the September 18th agenda.

Discussion – New Parade Permit

Police Chief Kenneth Shultz updated the Committee on a couple of specific issues that have been brought up regarding parade permits and protests. He then introduced Officers David Dulin and Curtis Cheeks, who are responsible for handling Special Projects.

Chief Shultz mentioned that his department had received some complaints regarding the on-going protests that have been taking place in various locations throughout the city on Tuesdays with a specific focus on healthcare and some political party differences. He reported that the other half of the debate process was regarding immigration and this was a bit more concerning. These protests have been taking place in front of Senator Tillis' office in High Point on Eastchester Drive. The Chief advised the Police Department has been involved with this group from the beginning and they have been very cooperative. The protests initially took place on Eastchester, but eventually moved up to Main Street/Lexington Avenue and they occupy the sidewalks as they

are protesting. The current Parade Ordinance allows them to protest on the sidewalks, but protesting and exercising their First Amendment Rights to Free Speech is not covered under that.

He further explained that the current Parade Ordinance does allow them to limit access to certain streets and gives them some authority about what is allowed because of the public safety element that comes into play. He noted since the current Parade Ordinance only covers "parades," it puts the city in a precarious position as far as freedom of speech goes where the city is trying to limit the speech.

The special events in the proposed Ordinance would be broken down into five categories: Parades, Demonstrations or Pickets, Races, Block Parties, and Festivals. It will be a little more refined and detailed for the types of inquiries that come in, as well as provide more flexibility. Chief Shultz explained that the regulations within the Ordinance would be criteria specific to ensure all requests are handled in the same way.

He also pointed out that charging a fee could be construed as unconstitutional and only complicates things if a group is mandated to hire security officers because it could be considered an impingement on their Freedom of Speech.

The newly proposed Ordinance would allow for some enforcement action should it be necessary in the case that demonstrations/protests turn ugly. It will also provide for a single point of contact so everyone has an idea who to go to, then it can be dispersed out to the other affected departments.

Committee Member Ewing asked if there is anything from a Park Ordinance standpoint that would not allow some of these types of activities on city property. He expressed concerns that although most protests are peaceful, a large group of people could make going to a park less desirable. Chief Shultz agreed and mentioned that there have been some disagreements between staff on this issue. He pointed out the Police Department took the opportunity to move the protesters from the Eastchester Drive location in front of Tillis' office to across the street at Festival Park due to major safety concerns with vehicular traffic, etc... in an effort to put them in a more controlled, safer environment.

Committee Member Ewing expressed concerns and felt it might be sending the wrong message to people driving by giving the false impression that they could also protest at city parks. Deputy City Manager Randy McCaslin advised the proposed Ordinance would address scenarios like this and noted they would be required to fill out an application. Officer Curtis Cheeks explained that they would no longer be issuing actual permits to protest, but would be issuing a Notice to Picket and this would allow for the Police Department and other departments to plan ahead. Chief Shultz shared that for the most part, most people are very cooperative anyway, and everyone would be required to comply with the regulations once they are in place.

Chief Shultz felt the proposed ordinance would allow them to be proactive instead of reactive, but it would be up to the city management to determine whether or not to allow demonstrations in the city's parks. He noted from a Chief's standpoint, he would like to have them in a controlled spot and they would need to work through it to determine what would be in the best interest of the city while keeping the citizen's rights in mind.

Officer David Dulin pointed out there are already events that take place in the parks such as at Festival Park, and groups can currently technically lease the park facilities. Lee Tillery, Director of Parks & Recreation, felt this needs to be addressed internally on the Parks & Recreation side because it is not addressed as specifically as he would like for it to be.

Mr. McCaslin asked about the number of various events that the city has had. Staff noted a good number of events would be around 120-130 events annually that involve and require staff time from the Police Department, Parks & Recreation, Transportation, and the Theatre. Mr. McCaslin noted that pre-planning these events requires an enormous amount of staff time and due to the volume of the events, Council would be faced with addressing additional funding in the budget. He stressed that it is extremely taxing from a manpower standpoint and would more than likely require hiring an event coordinator to have a single point of contact.

Committee Member Ewing inquired about how the adjacent cities such as Greensboro and Winston Salem are handling these types of events. Officer Dulin advised that Greensboro does have an events coordinator and about 99% of the events are cycled through this individual then disseminated out. Greensboro does charge for costs associated with the events and also charges for the use of their greenway. He expressed concerns about having to deal with these events from a liability standpoint because many people that want to have the events are unsure as to what it takes to plan and pull off an event. Mr. McCaslin agreed that good ideas quickly become real complicated.

David Briggs, Theatre Director, felt an events coordinator was critical and would help streamline the process from start to finish and lining up the equipment/services needed such as security, trash pick-up/dumpster, electrical hook-ups, stage, barriers, etc.... He advised that it is very expensive, not just the manpower to bring the equipment out, but the amount of time that is spent in dealing and prepping for the event. He felt having an events coordinator would help alleviate some of the issues that have surfaced in the past such as requests to close a couple of city blocks in conjunction with an event at the Terminal because there is currently no plan in place for this.

Officer Dulin agreed and pointed out the city currently has residential block party permit and a parade permit, but nothing is in place for special events. He explained the permit now in place does not address things such as porta-johns, electricity, fire, police, medical services, liability insurance, ABC permits, etc.....

Chief Shultz advised that they would be pushing the revised ordinance out to the Committee and to Council and asking for approval. He felt having these specific regulations in place would help them when responding to the requests for all events so all groups are treated the same.

Committee Member Ewing MOVED to forward the proposed changes to the parade permitting process to City Council with a favorable recommendation for approval. Committee Member Williams made a SECOND, which carried by a unanimous 3-0 vote.

Public Safety Update

Chief Shultz provided a brief update on the crime statistics as follows:

- ✓ *Overall crime is at 3% (has been closer to double digits for the year).*
- ✓ *Seeing a spike in Part I crimes in the first three months of the year.*
- ✓ *Violent crimes spiked from January to December 2016 and although in 2017 the department started out with high numbers, the numbers have decreased compared to the high spikes in 2016.*
- ✓ *Way below the five-year averages and starting to see some more positive numbers.*
- ✓ *Robberies and aggravated use of a gun spiked in 2016 with 2017 starting out the same way, but it is down lower than where it was at last year.*
- ✓ *The National average for murder stats is about 64%, with High Point's 2015 clearance rate at about 67% which indicates that High Point is exceeding the National average.*

Chief Shultz advised that from last year to this year, he has been going out into the community and sharing that it is not the innocent people that are getting shot and becoming murder victims. Out of the 15 homicide victims, seven had prior drug arrests. Seven of the victims actually sat through the last Notification/Call-In and were informed of what resources were available to them and were told that unless they turned their lives around, they would end up in jail or would end up losing their life. Three of the victims were involved with gang violence; nine had been arrested for prior gun crimes; and give had domestic violence charges against them.

The Chief reported that the department has cleared 10 out of the 15 murders so far in 2017 and have arrested 18 people, which equates to a 2:1 ratio for every murder. He mentioned the most recent murder/triple shooting on Paramount Street and advised they issued warrants for three suspects involved in that incident and part of the evidence seized inside the house was marijuana, stolen guns, and a bullet-proof vest. Chief Shultz stated they are consistently seeing people who are dealing drugs highly at-risk of being murdered and/or robbed on a regular occasion.

He then mentioned some of the outreach efforts they have been engaged in such as bringing the mothers of the murder victims in to the Police Department and sharing presentations with them on how the cases have progressed and how the District Attorney works. Working with Crime Stoppers, they have also been working closely with the High Point Enterprise to do the feature stories on the cold cases and noted that earlier this year a murder case from 1986 was solved. The department has also been working with the Governor's Crime Commission in applying for grants to help those with records to get jobs.

Since the program was implemented in 2014-2015, three different sessions were offered with the following results:

- ✓ **2015:** 52 individuals contacted and invited to get job training; 31 committed; 14 showed up; 11 graduated and completed the program.
- ✓ **2016:** 56 individuals contacted and invited to get job training; 37 committed; 22 showed up; 14 graduated and completed the program.

- ✓ **2017:** 37 individuals contacted and invited to get job training; 8 have committed; 5 have graduated and completed the program so far.

The Chief noted these numbers are for those that have participated in the program and have been taught construction skills. The preceding numbers do not take into account those individuals that have worked at the MRF and other locations. Chief Shultz expressed appreciation to the city and the community in these efforts to find work for them.

Discussion – Proposed Contract with Habitat for Humanity

Richard Fuqua, Affordable Housing Manager, presented a proposal for a contract with Habitat for Humanity to build three affordable homes in the neighborhood adjacent to Washington Terrace Park at 1507 Davis Street, 202 and 206 N. Hoskins Street. The term of the contract will be for one year at an annual contract price of \$105,000 with \$75,000 going towards construction hard costs; \$15,000 towards apprentice costs for the construction training program; and \$15,000 for Habitat operational support.

Mr. Fuqua explained there would be a separate matter of business at the next Council Meeting on September 18th to convey these properties to Habitat. He then shared a map of the Washington Terrace neighborhood. Twenty-eight homes have been built and sold by Habitat since 2008. Mr. McCaslin pointed out all of these homes have been built on lots that the city has donated to Habitat.

Habitat expects to close on three of the six homes currently under construction by the end of October. The total investment since 2008 by Habitat is **\$3.1 million**.

The next steps were reported as follows:

- ✓ Present information to the Finance Committee on September 13th to seek their approval in making a recommendation to Council
- ✓ Seek City Council approval on September 18th
- ✓ Subject to Council approval, the contract would be drafted as well as the conveyance documents for execution

It was the consensus of the Committee that staff move forward with a favorable recommendation from the Committee.

Contract with Community Housing Solutions for Operation Inasmuch Events

Mr. Fuqua reported that this contract would cover the next two OIAM events, one in October of this year and the other in the Spring of 2018. He acknowledged Sofia Crisp with Housing Consultants Group, who was present to answer any questions. The next OIAM event is scheduled for October 21st in the Macedonia/Pershing neighborhoods. Approximately \$100,000 has been budgeted for each of the two events for a total of \$200,000.

Committee Member Ewing asked if it might be possible to leverage the contracts for purchasing materials to get a lower cost rather than issuing a check. Mr. Fuqua advised that they do get a non-profit discount at Lowes, but staff could explore the option. Mr. McCaslin noted that due to the difference in repairs for each project, it would make it difficult to carry over any materials.

Mr. Fuqua provided a progress report on the number of homes that have been repaired through the partnership with Operation Inasmuch:

*Southside.....11 (150 volunteers)
East Central.....12 (161 volunteers)
Highland Mills.....21 (191 volunteers)*

The goal for the upcoming year is to reach or touch a minimum of 30 homes. Chairman Golden asked if the applications have already been sent out for the October Operation Inasmuch event. Ms. Crisp replied the letters were sent out two weeks ago and people have already started calling and inquiring about the process. She explained that they will have the neighborhood meetings and at that time the eligibility will be done on site.

Mr. Fuqua then shared a map identifying homes and home ownership. Staff will soon be sending out a letter along with a flier to the homeowners to determine if they are income eligible, then an assessment will be done on the homes to determine the repairs that can be done in that one day. Extra efforts are taking place to schedule and hold a community meeting in the neighborhoods where the work is to be done and to help get the word out about the program and let them know that it is not a scam.

Staff will present the information to the Finance Committee on September 13th for Council consideration on September 18th. Subject to Council's approval, staff will then draft a contract for execution.

There being no further business to discuss, the meeting adjourned at 11:05 a.m.

Respectfully Submitted,

*Lisa B. Vierling, MMC
City Clerk*

*Jeff Golden, Chairman
Community Housing, Neighborhood Development & Public Safety Committee*



September 18, 2017

To: Randy McCaslin, Deputy City Manager

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

Subject: Code Enforcement Activity Report for August 2017

This report serves to summarize Code Enforcement activity for the month of August 2017. Staff processed 48 new minimum housing complaints (263 active minimum housing cases); 122 new public nuisance complaints (145 active public nuisance cases) and collected 79 signs during the month of August. Additionally:

- The backlog of minimum housing cases from the old system continue to drop from 270 (from May 2016) to 41 for August.
- Staff are continuing to address businesses that are not storing vehicles in accordance with the Development Ordinance. Gaining compliance has been slow as owners are citing financial hardship from having to fence and/or screen vehicles. However, we are working with owners that are requesting an extension of time. Civil penalties will be issued if needed to encourage compliance.
- We have a vacant Local Codes Enforcement Officer position that we will be advertising for shortly.

Please see the attachments containing a table summarizing detailed activity, a graph presenting YTD trends and sample pictures.

<u>Local Codes Enforcement Montly Activity</u>			
		<u>17-Jul</u>	<u>Aug-17</u>
1. Minimum Housing Cases			
	a. Minimum Housing Complaints	49	48
	b. Active Minimum Housing Cases	272	263
	c. Active Backlog Cases (270 original)	50	41
	d. Cases Taken Before City Council		
	i. For Demolition	3	3
	e. City Demolished Houses	1	3
2. Public Nuisance Cases			
	a. Public Nuisance Complaints (includes unsecured dwellings)	178	122
	b. Active Public Nuisance Cases	235	145
	c. City abated PN Cases	97	75
	d. Owner abated PN Cases	158	172
3. Zoning			
	a. Zoning Complaints (Vehicles, Signs, Banners)	22	26
	b. Signs collected *	175	79





















**CITY OF HIGH POINT
CODE ENFORCEMENT
VIOLATION NOTICE**

☒ HIGH GRASS/WEEDS
☐ TRASH

☐ APPLIANCES/FURNITURE
☐ LIMBS

COMPLIANCE DATE: 7-7-17

CODE OFFICER: LeBeau NUMBER: 336-883-6139

CASE: _____





CITY OF HIGH POINT
CODE ENFORCEMENT
VIOLATION NOTICE



BK: R 7981

PG: 2416-2419

RECORDED:

10-03-2017

03:41:23 PM

BY: SHERRY W FARMER

DEPUTY-HP



2017056166

GUILFORD COUNTY, NC

JEFF L. THIGPEN

REGISTER OF DEEDS

NC FEE \$26.00

Return to: Joanne Carlyle, City Attorney
City of High Point
P.O. Box 230
High Point, NC 27261
Resolution No. 1714 / 17-61

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT, IN A REGULAR MEETING ASSEMBLED ON THE 18th DAY OF SEPTEMBER, 2017, AT 5:30 P.M. IN THE HIGH POINT PARKS & RECREATION ADMINSTRATIVE OFFICE (LARGE CONFERENCE ROOM); 136 NORTHPOINT AVENUE, HIGH POINT, NORTH CAROLINA:

Street Abandonment (Closure) Case 17-03

(abandon the northern portion, approximately 254 feet, of the Joshua Circle right-of-way lying south of Courtesy Road)

WHEREAS, Thomas Built Buses has petitioned the City Council of the City of High Point to permanently abandon (close) a portion of the Joshua Circle right-of-way lying south of Courtesy Road, which is more specifically described as follows.

Abandonment of all that part of the Joshua Circle right-of way lying southeast of the intersection of Joshua Circle and Courtesy Road for a distance of 254 feet. This area of street abandonment is bound by Guilford County Tax Parcels 0172444, 0172445 and 0172445 to the south and by Guilford County Tax Parcel 0172447 and 0172447 (154 portion lying southeast of tax parcel 0172447) to the north.

WHEREAS, the petition has been duly filed with this Council in a Regular meeting assembled on the 7th day of August, 2017, at 5:30 p.m. setting the 18th day of September, 2017 at 5:30 p.m., in the High Point Parks & Recreation Administration Office (Large Conference Room), as the time and place for a public hearing before said Council on said petition, and public notice of said

time and place was ordered given, all pursuant to North Carolina G.S. 160A-299; and

WHEREAS, due and proper notice of said hearing to be heard on the petition at this meeting of City Council was made by publication in the High Point Enterprise for four (4) consecutive weeks, beginning August 25, 2017 and September 1, 8 & 15, 2017; and,

WHEREAS, the above entitled matter, pursuant to said resolution and notice was called for hearing before said Council at which time there was no objection or opposition offered on the part of any firm or corporation to abandon (closure) of the above described portions of Joshua Circle; and

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

NOW THEREFORE BE IT RESOLVED:

1. That the portion of Joshua Circle right-of-way, as described above, be closed pursuant to North Carolina G.S. 160A-299;
2. That the City of High Point shall retain a 20-foot wide City of High Point electrical easement centered over the existing City of High Point electrical pole and service lines within and crossing the right-of-way;
3. That the City of High Point shall retain a 20-foot wide sewer line easement centered over existing sewer lines within or crossing the right-of-way;
4. That the City of High Point shall retain a 20-foot wide water line easement centered over existing water lines within or crossing the right-of-way;
5. That the City of High Point shall retain a 20-foot wide Piedmont Natural Gas easement centered over existing gas lines within or crossing the right-of-way;
6. That the City of High Point shall retain a 30-foot wide North State easement centered over the existing North State electrical pole and service lines within and crossing the right-of-way and extending 15 feet beyond North State's last pole on Joshua Circle to accommodate the existing guy-line at the dead end;
7. That the City of High Point shall retain a 30-foot wide Duke Energy easement centered over existing Duke Power lines (overhead and underground) within or crossing the right-of-way; and
8. That a copy of this resolution be filed in the Office of the Register of Deeds for Guilford County, North Carolina.

By order of the City Council,
this the 18th day of September, 2017
Lisa B. Vierling, City Clerk



STREET ABANDONMENT SN-17-03

Applicant: Thomas Built Buses
Area: 0.23 acres



Location of requested street abandonment

Planning & Development
Department

City of High Point

Date: October 2, 2017



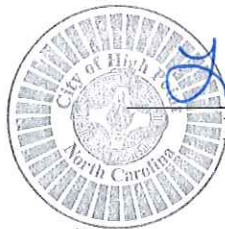
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2017\pz\sa17-03.mxd

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

Certification

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, do hereby certify that the foregoing is a true and accurate Resolution adopted by the City Council in official Session on September 18, 2017 and upon approval by City Council will be recorded in Book 92 of the Official Minute Books and Resolution Book XIX of this City, under my care, custody and control. As of this date, action to adopt said Resolution has not been amended, rescinded or repealed and is in full force and effect.

WITNESS my hand and the Corporate Seal of the City of High Point, this 2nd day of October, 2017.

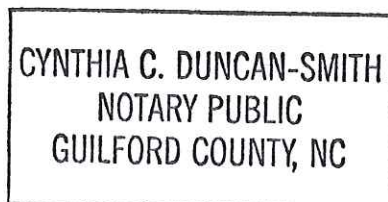


Lisa B. Vierling
Lisa B. Vierling, City Clerk

ACKNOWLEDGEMENT

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

WITNESS my hand and official Notarial Seal, this 2nd day of October, 2017.



Cynthia C. Duncan-Smith
Cynthia C. Duncan-Smith, Notary Public

Commission Expires: 1/18/2020

CITY OF HIGH POINT

AGENDA ITEM



Title: Conveyance of Property to Habitat

From: Michael E. McNair, Director

Public Hearing: N/A

Attachments: Resolution

Meeting Date: September 18, 2017

Advertising Date N/A

Advertised By: N/A

PURPOSE:

In order to continue infill housing development efforts in the Core-City, CD&H seeks Council approval to convey the following lots:

Habitat for Humanity:

- 1507 Davis
- 202 N. Hoskins &
- 206 N. Hoskins

The conveyance will facilitate affordable housing in accordance with HUD regulations and serve a public purpose.

BACKGROUND:

This action is contingent upon and complements the request to approve a contract with Habitat to construct three houses in the Washington Terrace area. The Community Housing and Neighborhood Development Committee favorably recommended approval of the conveyance at their September 5th meeting.

BUDGET IMPACT:

N/A

RECOMMENDATION / ACTION REQUESTED:

The Community Development and Housing Department recommends approval of the resolution to convey the properties and that the appropriate City official and/or employee be authorized to execute all necessary documents.

CITY OF HIGH POINT

AGENDA ITEM



Title: Zoning Initiation

From: Lee Burnette, Planning & Development
Director

Meeting Date: September 18, 2017

Public Hearing: No

Advertising Date: N/A

Advertised By: N/A

Attachments: A: Map 1 - Mixed-Use-Downtown (MX-D) and Central Business (CB)
B: Map 2 - Mixed-Use - Downtown (MX-D)
C: Map 3 - Central Business (CB)

PURPOSE:

A request by the Planning and Development Department to initiate zoning changes as recommended in the Downtown Mixed-Use Area Plan.

BACKGROUND:

The 131 acre study area for the Downtown Mixed-Use Area Plan currently has four different zoning districts with different dimensional standards and permitted uses. To create a cohesive downtown area that encourages the desired development style and mix of uses, the establishment of a Mixed-Use (MX) District is needed.

Additionally, because new Market Showrooms are not allowed in the Mixed-Use-Downtown (MX-D) District, it is recommended that the Central Business (CB) District be expanded. There are some areas south of MLK Drive and adjacent to the eastern boundary of the Central Business District down to Grimes Avenue that are currently zoned Light Industrial (LI). Rezoning this area to CB would allow for a better utilization of the land area because the CB district has zero lot line setbacks and it is exempt from off-street parking requirements.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

Staff requests that City Council initiate a zoning map amendment to zone 129 acres to the Mixed-Use-Downtown (MX-D) District as shown on Map 2 and to expand the Central Business (CB) District by adding 57 acres as shown on Map 3.

Map 1 Mixed-Use-Downtown (MX-D) and Central Business (CB) September 18, 2017

Legend

 Zoning Boundaries

CB Central Business

GB General Business

HI Heavy Industrial

I Institutional

LB Limited Business

LI Light Industrial

MS Main Street

MX Mixed Use

OI Office Institutional

R-5 Residential Single Family-5

RM-16 Residential Multi-Family-16

RM-26 Residential Multi-Family-26

TO Transitional Office

Proposed Zoning Boundary Changes

 MX - Downtown

 CB

Scale = Miles

0 0.05 0.1 0.2

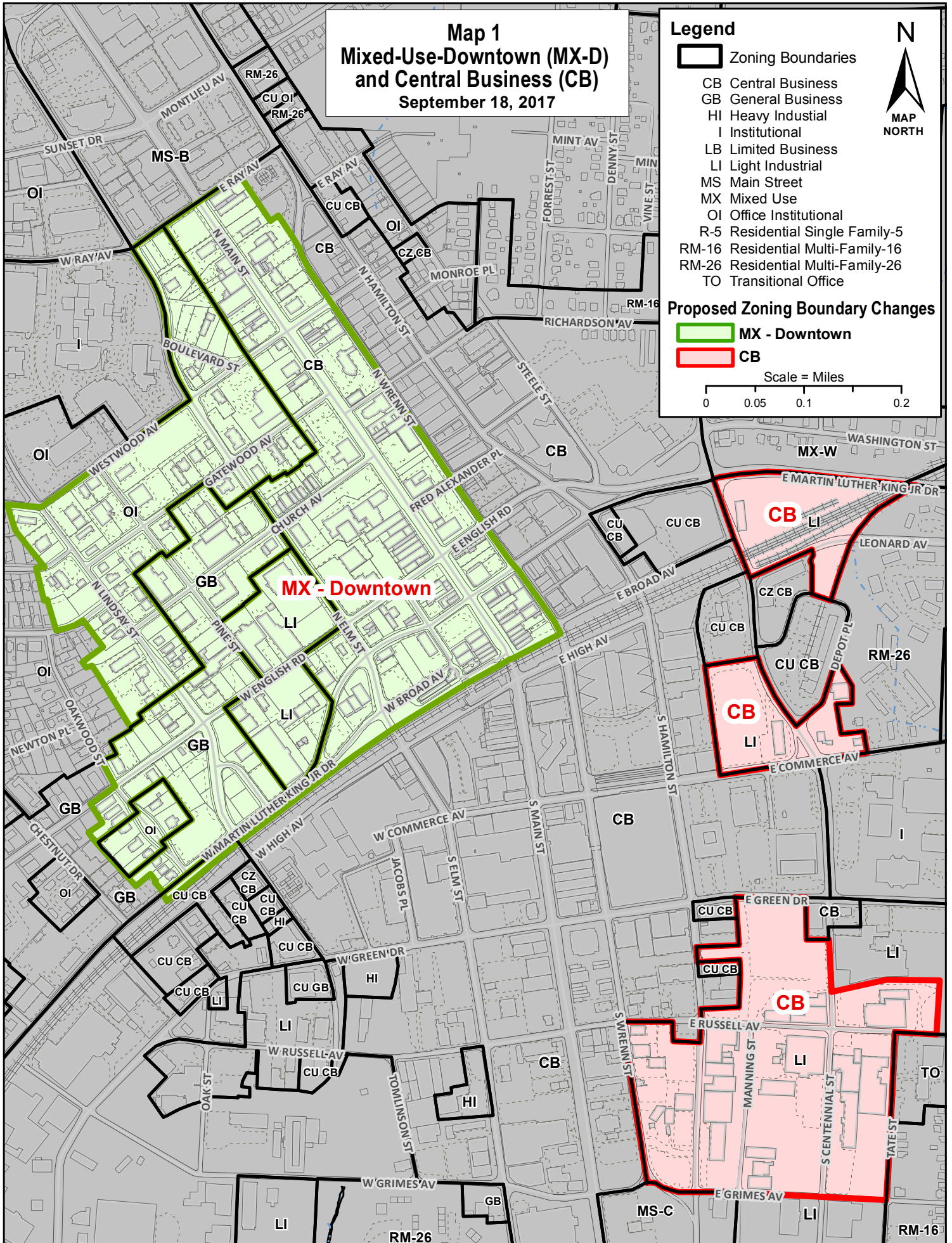


MX - Downtown

CB

CB

CB



Legend

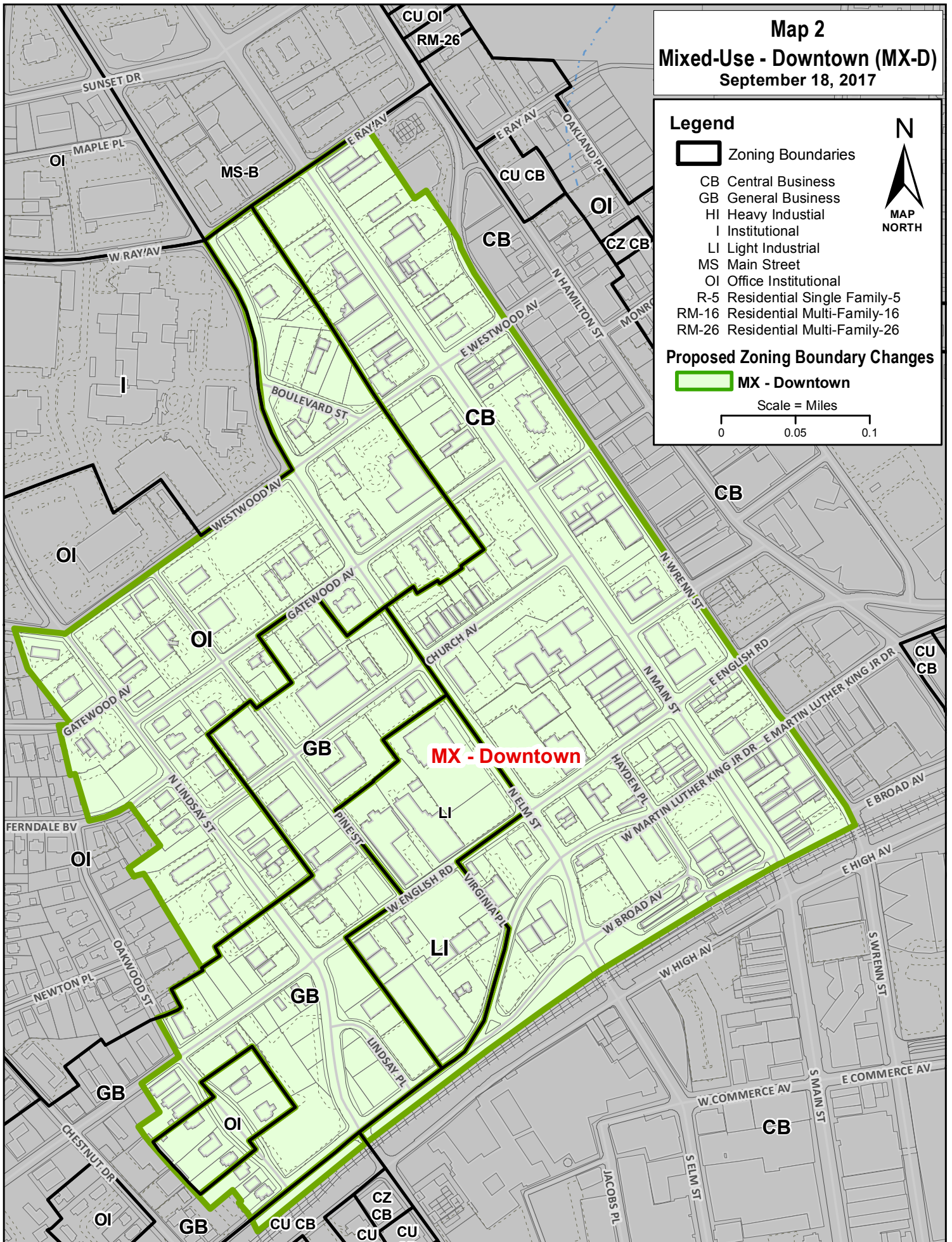
 Zoning Boundaries

CB Central Business
GB General Business
HI Heavy Industrial
I Institutional
LI Light Industrial
MS Main Street
OI Office Institutional
R-5 Residential Single Family-5
RM-16 Residential Multi-Family-16
RM-26 Residential Multi-Family-26

Proposed Zoning Boundary Changes

 MX - Downtown

Scale = Miles



Map 3
Central Business (CB)
September 18, 2017

Legend

 Zoning Boundaries

CB Central Business

GB General Business

I Institutional

LB Limited Business

LI Light Industrial

MS Main Street

MX Mixed Use

RM-16 Residential Multi-Family-16

RM-26 Residential Multi-Family-26

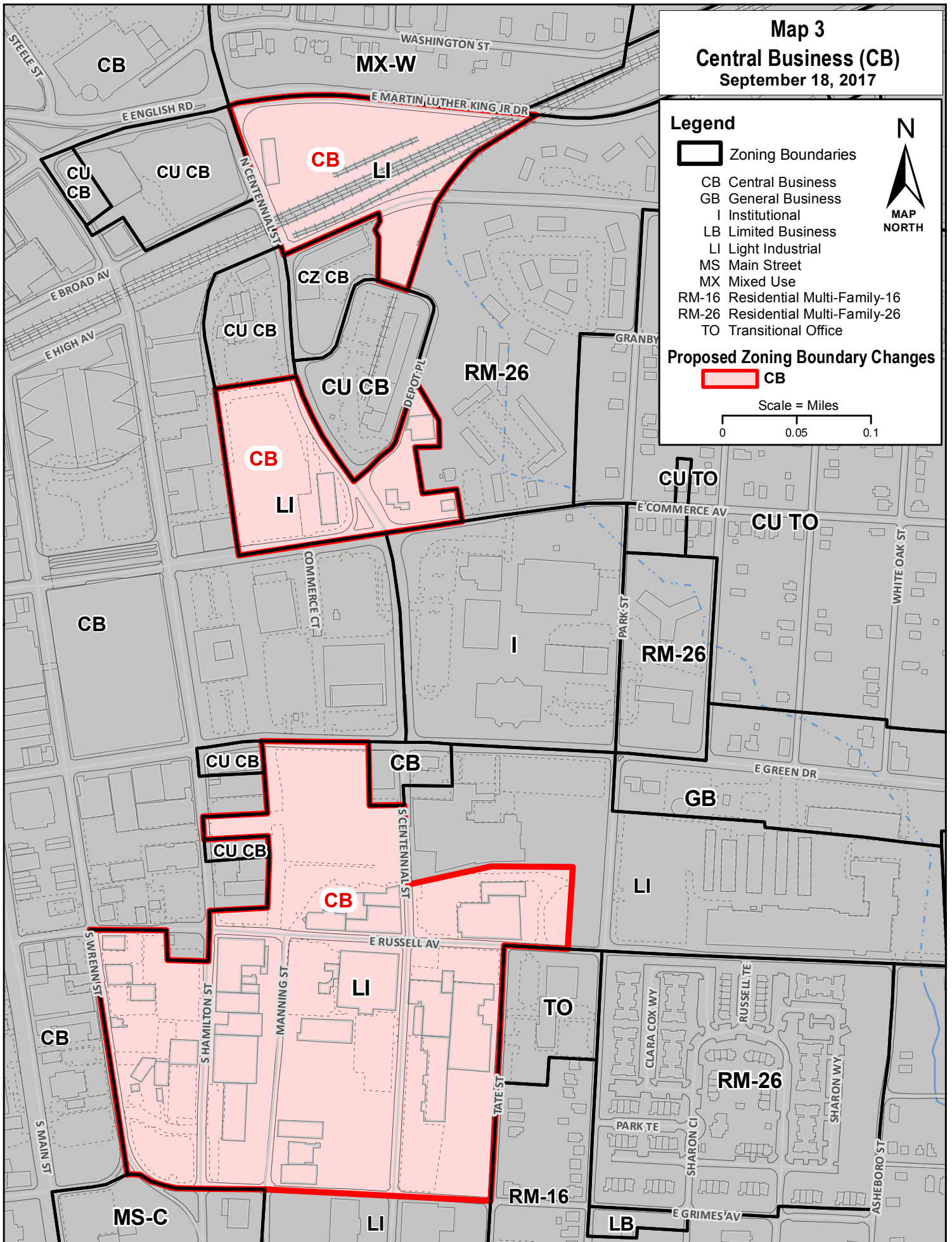
TO Transitional Office

Proposed Zoning Boundary Changes

 CB

Scale = Miles

0 0.05 0.1



CITY OF HIGH POINT

AGENDA ITEM



Title: **Right-Of-Way Encroachment RE-17-0010**
(Hartley Ridge, LLC)

From: Lee Burnette, Planning & Development
Director

Meeting Date: September 18, 2017

Public Hearing: No

Advertising Date: Not Applicable

Advertised By: Not Applicable

Attachments: A. Staff Memo
B. Location Map
C. Site Plan

PURPOSE:

A right-of-way encroachment request by Hartley Ridge, LLC for 2 proposed masonry retaining walls that will encroach within the West Hartley Drive right-of-way.

BACKGROUND:

Staff memo and the Technical Review Committee's recommendation is enclosed.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

A. On September 5, 2017, the Technical Review Committee recommended ***approval*** of Right-Of-Way Encroachment RE-17-0010.

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

RIGHT-OF-WAY ENCROACHMENT

RE-17-0010

September 18, 2017

Request	
Applicant: Hartley Ridge, LLC	Proposal: To allow 2 masonry retaining walls to be located in the West Hartley Drive right-of-way.

Adjacent Streets		
Name:	Classification:	R/W Width:
West Hartley Drive	Minor Thoroughfare	Varies – see attached map

Analysis

The applicant is requesting permission to allow 2 masonry retaining walls to be erected within the West Hartley Drive street right-of-way. The retaining walls encroach into the right-of-way at differing amounts depending upon location.

The encroachments consist of 2 masonry retaining walls, one intruding 14-feet and the other intruding 18-feet as shown on the attached Exhibit A, with a height to be determined.

The Technical Review Committee reviewed this request on September 5, 2017, and determined that the proposed encroachments would not affect public safety or interfere with roadway maintenance needs.

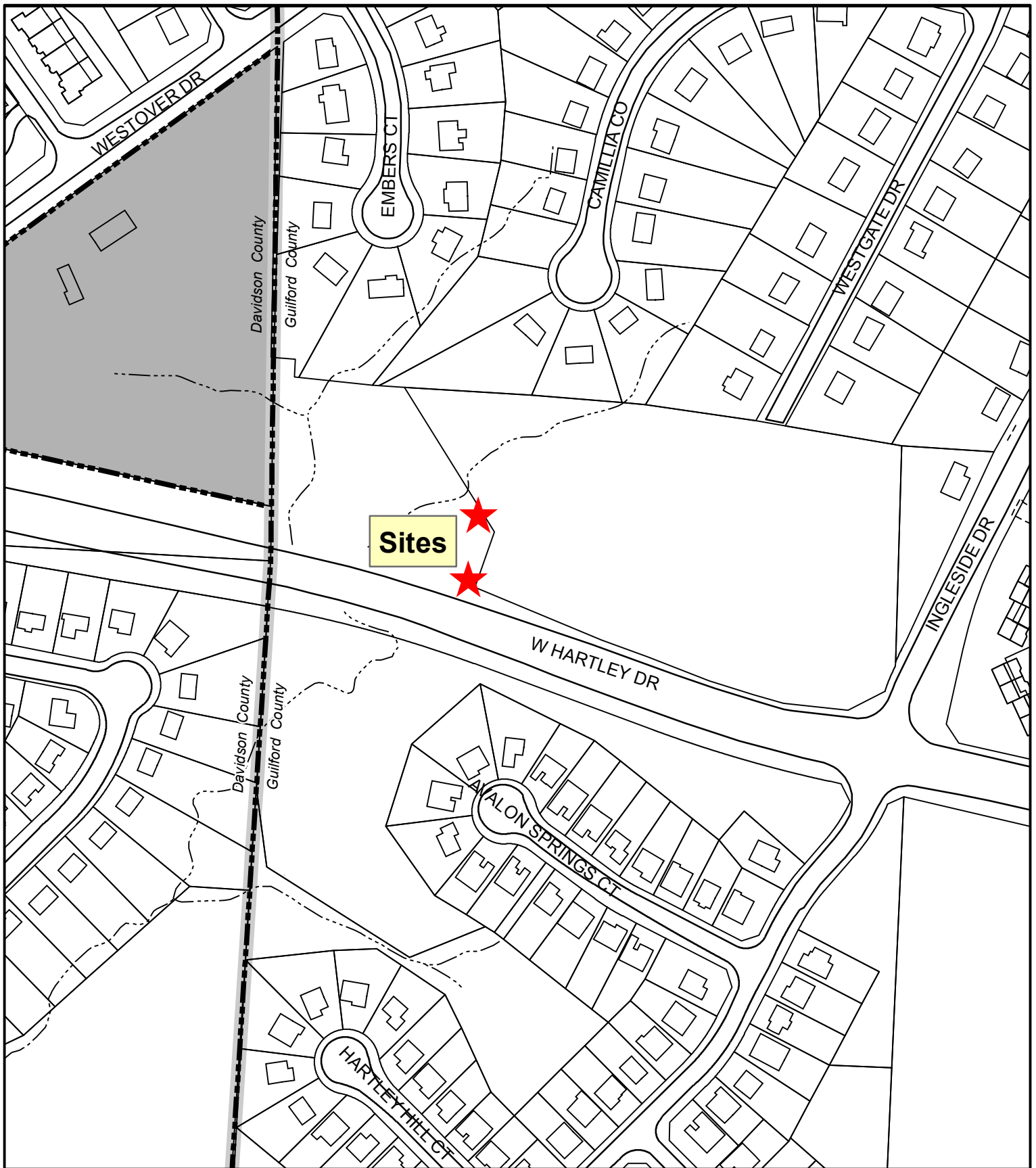
The site plan is attached depicting the location for each of the two proposed masonry retaining walls.

Recommendation

Based upon TRC's review, the existing structure will not affect public safety or interfere with street or utility maintenance. Staff recommends approval of this requested right-of-way encroachment.

Report Preparation

This report was prepared by Planning and Development Department staff member Justin S. Westbrook, CZO and was reviewed by Robert L. Robbins, AICP and G. Lee Burnette, AICP.



RIGHT-OF-WAY ENCROACHMENT RE-17-0010

**Hartley Ridge Apartments
700 West Hartley Drive**

Location of right-of-way encroachment



**Planning & Development
Department**

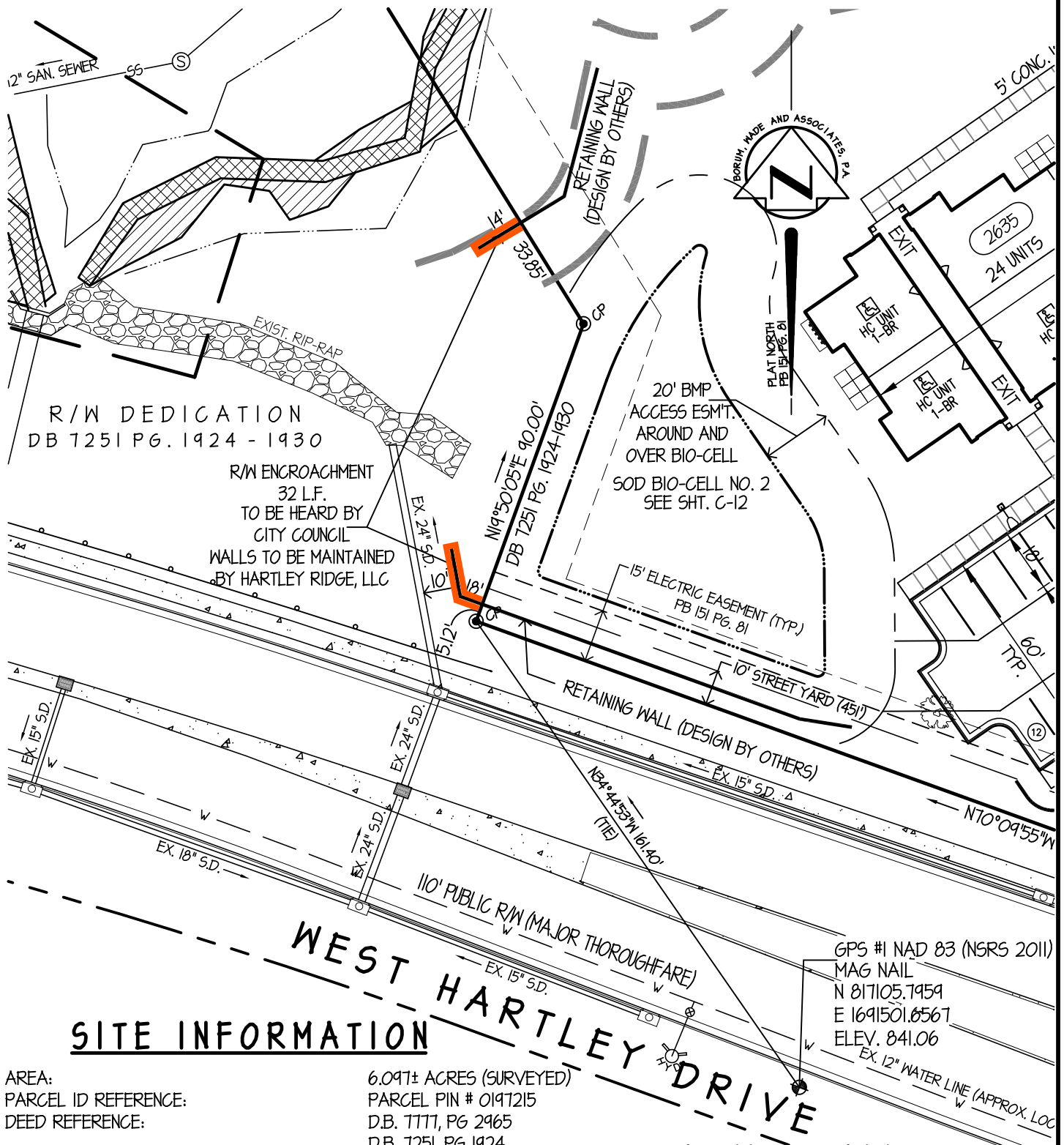
City of High Point

Date: September 18, 2017



Scale: 1"=200'

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2017/pz/re17-0008.mxd



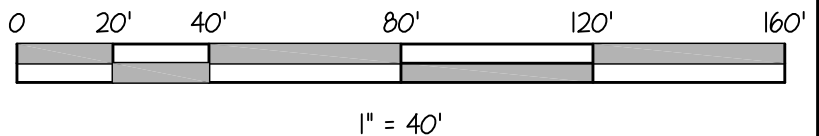
SITE INFORMATION

AREA:
 PARCEL ID REFERENCE:
 DEED REFERENCE:
 PLAT REFERENCE:

6.091± ACRES (SURVEYED)
 PARCEL PIN # 0191215
 D.B. 1111, PG 2965
 D.B. 1251, PG 1924
 P.B. 151, PG 81

TITLE: RETAINING WALL R/W ENCROACHMENT
 HARTLEY RIDGE APARTMENTS
 100 WEST HARTLEY DRIVE
 HIGH POINT, N.C.

GRAPHIC SCALE



F:\wumefield\VP-Hartley Ridge\vw-exhibit-a



Engineers
 Planners
 Surveyors

Borum, Wade and Associates, P.A.

621 Eugene Court, Suite 100, Greensboro, NC 27401-2711

Phone: 336-275-0471 Fax: 336-275-3719

EXHIBIT "A"

SCALE: 1" = 40' DATE: 8/24/11

Zoning Map Amendment 17-12

This approval is consistent with the purposes, goals, objectives, and policies of the City's adopted policy guidance. The Palladium Development is a 74.4-acre PDM District that permits a mixture of commercial, office, industrial and multifamily uses. The proposed amendment pertains to a 1.5 acre portion of this district that has been graded to promote future development. A Sheetz convenience store is consistent with this development policy. The access point for the Sheetz convenience store is the point of contention with this zoning map amendment, and the public interest supports allowing that access point, as described below.

The current restrictions on access to this parcel placed on it by the City's zoning and other adopted plans, as well as the restrictions and approvals needed by the adjoining property owner, have created an undue burden on the developer and the business seeking to utilize this vacant parcel.

Zoning regulations must promote the public health, safety, and general welfare. Approval of the entrance off Wendover Avenue will do so by mitigating congestion issues within the Palladium transportation network where our current restrictions, combined with the development requirements, limit the property's ingress to only Brian Jordan Place and a right out only onto Gisbourne Drive.

Based on the site plan and current NCDOT Driveway Policy, the NCDOT, through its division engineer J.M. Mills, has agreed to the right in only deceleration lane off Wendover Avenue that has been presented by the applicant.

The revision of the current adopted plan called for by this zoning amendment is reasonable and in the public interest. Changes in the development of the Palladium area and future plans for development in the area have created an unmet need for fuel at the Palladium and surrounding area. Mitigating the undue burden of the limited access provided by the City's current zoning requirements on any property owner looking to develop this corner lot is reasonable and in the public interest through the promotion of commerce in the area.

CITY OF HIGH POINT

AGENDA ITEM



Title: Ordinance to Demolish – 523 N. Centennial St.

From: Michael McNair, Director
Community Development & Housing

Meeting Date: 9/18/17

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 523 N. Centennial Street.

BACKGROUND:

After a Complaint and Notice of Hearing was issued and a hearing held, an Order to Repair or Demolish was issued on 3/17/17. No action occurred by the compliance date of 4/24/17. The necessary repairs to the dwelling exceed its current tax value and the demolition is warranted.

BUDGET IMPACT:

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

RECOMMENDATION / ACTION REQUESTED:

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

PENDING ACTION:

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

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

ORDINANCE

REQUEST: Ordinance to Demolish

PROPERTY

ADDRESS: 523 N. Centennial St.

OWNER: NTH Realty LLC

FIRST

INSPECTION:

2/28/17

Summary of Major Violations

1. Repair or replace fire damaged siding and trim on exterior
2. Repair or replace missing wall and ceiling material throughout
3. Provide working water heater
4. Needs insulation in attic and exterior walls
5. Repair or replace electrical wiring throughout

HEARING

RESULTS:

3/15/17

No one appeared for the Hearing. During the Hearing it was determined there are several violations of the Minimum Housing Code. There are multiple violations of the minimum housing code in the house that make it unsafe. In its present state, necessary repairs to the dwelling exceed 50% of the value of the structure.

ORDER(S)

ISSUED:

3/17/17

Order to Repair or Demolish

Date of Compliance 4/24/17

APPEALS:

No appeals to date.

OWNER

ACTIONS:

None

EXTENSIONS:

ADDITIONAL:

The owner did contact the inspector on 3/17/17 stating she couldn't attend the hearing due to work schedule. The inspector explained the minimum housing process and the owner indicated she planned to repair the property. The owner said she would obtain permits during that week and she would keep the inspector up to date on progress. As of 8/11/17 no permits have been applied for and repairs not completed.



523 North Centennial Street

Ordinance to Demolish



Location of subject property

**Community Development
and Housing**

City of High Point

Date: August 10, 2017



Scale: 1"=200'

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Inspections/ord-demo.mxd







Planning & Development
Development Services Division



September 26, 2017

Clint Cogburn
Tuggle Duggins P.A.
100 North Greene Street, Suite 600
Greensboro NC 27401

Subject: Zoning Map Amendment 17-12 (ZA-17-12)

Dear Sir:

On September 18, 2017, the High Point City Council approved your request to amend a previously adopted Planned Development-Mixed (PDM) District to allow an additional access point (total of three access points) from W. Wendover Avenue. This Planned Development consists of approximately 74.4 acres lying at the northeast corner of W. Wendover Avenue and Samet Drive, between Samet Drive and Premier Drive.

I have attached a copy of the ordinance approving this request. If you have any additional questions for me, please feel free to contact me at (336) 883-3309.

Sincerely,

A handwritten signature in blue ink that reads "Herbert Shannon Jr.".

Herbert K. Shannon, Jr., AICP
Senior Planner

cc: Christopher T. Dunbar
BRC DEEP RIVER LLC
5826 SAMET DR - SUITE 105
HIGH POINT NC 27265

Mike Fox - Tuggle Duggins P.A.
100 North Greene Street, Suite 600
Greensboro, NC 27401

Nathan Duggins - Tuggle Duggins P.A.
100 North Greene Street, Suite 600
Greensboro, NC 27401

Administration
336.883.3328

Planning Services
336.883.3328

Development Services
336.883.3328

Inspection Services
336.883.3151

City of High Point, P.O. 230, 211 South Hamilton Street, High Point, NC 27261 USA
Fax: 336.883.3056 www.highpointnc.gov/plan Permit Fax: 336.883.8518 TDD 336.883.8517

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

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

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on August 22, 2017 and before the City Council of the City of High Point on September 18, 2017 regarding **Zoning Case 17-14 (formerly known as ZA-12-14)** a proposed amendment to the Official Zoning Map of the “City of High Point Development Ordinance”;

WHEREAS, notice of the public hearings was published in the High Point Enterprise on July 16, 2017, for the Planning and Zoning Commission public hearing and on September 7, 2017 and September 13, 2017, for the City Council public hearing pursuant to Chapter 160A-364 of the General Statutes of North Carolina; and

WHEREAS, the proposed amendment was adopted by the City Council of the City of High Point on **September 18, 2017.**

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

SECTION 1

That the Official Zoning Map of the City of High Point be amended to establish the following described area as: A **Planned Unit Development Mixed (PDM) District.** The property is approximately 74.4 acres lying at the northeast corner of W. Wendover Avenue and Samet Drive, between Samet Drive and Premier Drive. The property is also known as Guilford County Tax Parcels Guilford County Tax Parcels 209695, 212263, 212274, 212275, 212276, 212277, 212278, 212279, 212280, 212284, 218575, 219934, 220051, 220058, 220061, 220062, 220063 and 220064. The site is also depicted in Plat Book 168 Page 50; and Plat Book 184 Page 78 as recorded in the Guilford County Register of Deeds Office.

SECTION 2

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

Part I. USES:

- A. Uses permitted by this Conditional Zoning Ordinance are permitted as allowed by Table 4-7-1 of the Development Ordinance. All uses shall be subject to development standards, Special Use Permit public hearing approval or additional standards as noted in Table 4-7-1. Except as provided for by this Planned Unit Development-Mixed (PDM) District, development shall be subject to all of the applicable standards, procedures, and regulation of the City of High Point Development Ordinance (including watershed regulation and airport overlay standards).

- B. The following land uses shall be permitted within the individual tracts of the Planned Unit Development subject to the development and dimensional requirements of the Development Ordinance, the approved Planned Unit Development Sketch Plan and the specific conditions listed in this Permit.
1. Tract A: Any of the land uses allowed in the Shopping Center District (SC) and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the SC District and the specific conditions listed herein.
 2. Tract B: Any of the land uses allowed in the General Office High Intensity District (GO-H) and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the GO-H District and the specific conditions listed herein.
 3. Tract C:
 - a. Any of the land uses allowed in the Shopping Center (SC) District and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the SC District and the specific conditions listed herein; or
 - b. Any of the land uses allowed in the General Office High Intensity (GO-H) District (GO-H) District and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the GO-H District and the specific conditions listed herein.
 4. Tract D:
 - a. Any of the land uses allowed in the Shopping Center (SC) District and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the SC District and the specific conditions listed herein; or
 - b. Any of the land uses allowed in the General Office High Intensity (GO-H) District (GO-H) District and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the GO-H District and the specific conditions listed herein.
 5. Tract E: Any of the land uses allowed in the Shopping Center (SC) District and their customary accessory uses shall be permitted subject to the development and dimensional requirements of the SC District and the specific conditions listed herein.
 6. Tract F:
 - a. Any of the land uses allowed in the Shopping Center (SC) District and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the SC District and the specific conditions listed herein; or
 - b. Any of the land uses allowed in the Light Industrial (LI) District and their customary accessory uses shall be permitted subject to the specific conditions listed herein. Development within this tract shall be subject to the

development and dimensional requirements of the Corporate Park (CP) District of the Development Ordinance, except the maximum permitted building coverage shall be sixty percent (60%) as allowed in the Light Industrial (LI) District; or

- c. Any of the land uses allowed in the General Office High Intensity (GO-H) District (GO-H) District and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the GO-H District and the specific conditions listed herein.

Part II. CONDITIONS:

- A. Prohibited Uses: Within 250 feet of the W. Wendover Avenue right-of-way or upon any lot abutting W. Wendover Avenue right-of-ways, the following land uses shall be prohibited:

Recreational Uses:

1. Bingo Games
2. Golf Courses, miniature
3. Skating Rinks

Educational & Institutional Uses:

1. Auditoriums, Coliseums, or Stadiums

Business, Professional & Personal Service Uses:

1. Laundromats, Coin-Operated
2. Television, Radio or Electronic Repairs (principal use)

Retail Trade Uses:

1. Building Supply Sales (with storage yard)
2. Services Stations, Gasoline

Other Uses:

1. Storage Trailers (accessory uses)
2. Demolition Debris Landfills, Minor

- B. Prohibited Uses within in individual tracts:

1. The following GO-H District uses shall be prohibited in Tracts C, D and F
 - a. Boarding and Rooming Houses (9 or less)
 - b. Boarding and Rooming Houses (10 or more)
 - c. Group Care Facilities
 - d. Private Dormitories
 - e. Shelters for the Homeless
 - f. Shelters, Temporary
 - g. Single Family Detached Dwellings

2. The following LI District uses shall be prohibited in Tract F
 - a. All Residential Uses
 - b. Recreational Uses
 - 1). Amusement or Water Parks, Fairgrounds
 - 2). Bating cages
 - 3). Go-cart Raceways
 - 4). Golf Course, Miniature
 - 5). Golf Course
 - 6). Golf Driving Ranges
 - c. Business, Professional, and Personal Services Uses:
 - 1). Automobile Rental or Leasing
 - 2). Automobile Repair Services, Major
 - 3). Automobile Repair Services, Minor
 - 4). Automobile Towing and Storage Services
 - 5). Boat Repairs
 - 6). Car Washes
 - 7). Equipment Rental & leasing (with outside storage)
 - 8). Equipment Repair, Light
 - 9). Hotels or Motels
 - 10). Kennels or Pet Grooming Services
 - 11). Laundry and Dry Cleaning substations
 - 12). Truck Driving Schools
 - 13). Truck & Utility Trailer Rental & Leasing, light
 - 14). Truck & Utility Trailer Rental & Leasing, heavy
 - d. Retail Trade Uses:
 - 1). Boat Sales
 - 2). Building Supply Sales (with storage yard)
 - 3). Bulky Item Outdoor Sales
 - 4). Convenience Stores (with gasoline pumps)
 - 5). Convenience Stores (without gasoline pumps)
 - 6). Fuel Oil Sales
 - 7). Manufactured Home Sales
 - 8). Motor Vehicle Sales (new and used)
 - 9). Motorcycle Sales
 - 10). Recreational Vehicle Sales
 - 11). Service Station, Gasoline
 - 12). Tire Sales
 - 13). Truck Stops
 - e. Wholesale Trade Uses
 - 1). Farm supplies (other) (Ref. SIC 5191)
 - 2). Forest products (Ref. SIC 5099)
 - 3). Lumber and millwork (Ref. SIC 5031)
 - 4). Lumber and other construction materials (Ref. SIC 5030)
 - 5). Motor vehicles (Ref. SIC 5012)

- f. Transportation, Warehousing & Utilities:
 - 1). Demolitions Debris Landfills, Minor
 - 2). Heliports
 - 3). Moving and storage services
 - 4). Recycling processing centers
 - 5). Taxi terminals)
 - 6). Transportation, Warehousing & Utilities
 - 7). Trucking or freight terminals
 - 8). Utility equipment and storage yards
- g. Manufacturing and Industrial Uses
 - 1). Fats and oils plant
 - 2). Manufacturing of manufactured housing and wood buildings
 - 3). Motorcycle assembly
- h. Other Uses
 - 1). Storage Trailers (accessory)
 - 2). Storage trailers as a principal use

C. Development & Dimensional Standards:

1. Tract A & E

- a. Drive-through/service windows and menu boards shall not be permitted between the principal building and the street right-of-way along the West Wendover and Samet Drive street frontage.
- b. Any use with gasoline pumps shall be designed so that the canopy and the gasoline pumps are no closer to the W. Wendover Avenue street right-of-way than the front façade of the principal building.
- c. Automobile bays shall not face West Wendover Avenue. Furthermore, air hoses, vacuum pedestals and other outdoor automobile service equipment shall not be located between the principle building and the West Wendover Avenue right-of-way.

2. Tract B

- a. In addition to the development and dimensional requirements of the GO-H District, Section 9-4-11(b)4b.1&2 of the Development Ordinance, is not required for Tract B, and instead the minimum distance between multifamily residential buildings shall be fifteen (15) feet.

3. Tracts C and D and F

- a. If developed as multifamily residential, then the dimensional requirements for multifamily residential under the GO-H District shall apply, with exception to Section 9-4-11(b)4b.1&2 of the Development Ordinance is not required, and the minimum building separation between multifamily residential buildings shall be fifteen (15) feet.
- b. If developed as SC District uses, then the minimum 20,000 square foot lot size requirement shall not apply.

D. Architectural Design:

1. Tracts A and E shall be subject to the architectural requirements of the Eastchester Scenic Overlay District, Section 9-4-4(c)(4)(e), (Architecture), of the Development Ordinance.
2. The exterior colors of all principal and accessory structures shall be of low reflectance, subtle, neutral or earth tone. The use of high intensity colors, metallic colors, or fluorescent colors is prohibited. Building trim and accent areas may feature brighter colors including primary colors. Neon tubing shall not be permitted for building trim or accent elements.
3. Metal and vertical sided buildings shall be prohibited on the rezoning site.

E. Landscaping, Buffering & Screening:

1. Tract A and Tract E shall be subject to the landscaping requirements of the Eastchester Scenic Overlay District, section 9-4-4(c)(4)(c), (Landscaping) and Table 4-4-1 (Penny Road north to Gallimore Dairy Road), of the Development Ordinance for W. Wendover Avenue, except that the minimum street yard width along W. Wendover Avenue shall be twenty (20) feet.
2. A minimum eight (8) foot wide street yard planted at a type C planting yard rate shall be established along the Samet Drive street frontage.
3. A minimum five (5) foot wide Type D planting yard shall be provided adjacent to Guilford County Tax Parcels 0209694 (*4110 Premier Drive*) and 0209702 (*4350 Premier Drive*).
4. Parking lot landscaping shall be provided within and adjacent to parking areas designed to shade and improve the attractiveness of large areas of pavement. Parking lot canopy trees required at a rate of one (1) canopy tree per twelve (12) parking spaces.
5. Dumpsters shall be screened as required by Section 9-5-1(d)(2) of the Development Ordinance.
6. At the tract boundary line between residential and non-residential uses a minimum Type D planting yard shall be installed.

F. Transportation:

1. Right-of-way: Where turn lanes are required along Wendover Avenue, an additional 12 feet of right-of-way shall be dedicated from the new back of curb or the new edge of pavement of the turn lane, if required by the High Point Transportation Department or the North Carolina Department of Transportation (NCDOT).
2. Vehicular Access: The property shall have access to public streets as follows:
 - a. W. Wendover Avenue: Three (3) points of access shall be allowed to W. Wendover Avenue. One (1) shall be a right-in/right-out access located approximately 600 feet east of Samet Drive that allows left turns in from W. Wendover via left-over, one (1) shall be a full access that aligns with existing Gisbourne Drive; and one (1) shall be a right-in maneuver from W. Wendover Avenue.

- b. Samet Drive: Three (3) points of access shall be allowed to Samet Drive. One (1) shall align with Brian Jordan Place; one (1) shall align with the driveway to the Food Lion; and one (1) shall align with John Gordon lane.
 - c. Premier Drive: One (1) point of access shall be allowed to Premier Drive. Unless vehicular access from the rezoning site to Premier Drive is provided via a public street, the development's traffic circulation system shall be designed to discourage through traffic movements from Samet Drive and W. Wendover Avenue to Premier Drive.
3. Road Improvements:
- a. A traffic control device shall be installed on Samet Drive at the main access to the theater when warranted.
 - b. Dual left turn lanes shall be provided on eastbound W. Wendover Avenue into Samet Drive and from southbound Samet Drive onto W. Wendover Avenue.
 - c. An additional lane will be required on Samet Drive to accept traffic from the eastbound dual left turn lane from W. Wendover Avenue. This lane shall not end before the entrance to the theater.
 - d. A left-over from W. Wendover Avenue into the proposed driveway between Samet Drive and Gisbourne Drive must be approved by the NCDOT. If allowed this left-over will require the installation of a left turn lane along W. Wendover Avenue. Also, a right turn lane shall be required at the access point on W. Wendover Avenue into the site.
 - e. The developer shall provide a southbound right turn lane at the access point on Premier Drive.
 - f. The developer shall provide a westbound right turn lane on Wendover Avenue at the access point opposite Gisbourne Drive.
 - g. The developer shall be responsible for a new traffic signal at the intersection of Wendover Avenue and Gisbourne Drive when warranted. As part of the signal installation, the developer will be responsible for connecting the signal to the City of High Point Signal System.
 - h. An additional eastbound left turn lane and the traffic signal at the intersection of Gisbourne Drive and Wendover Avenue must be constructed prior to the issuance of Certificate of Occupancy for any building(s) or addition(s) that individually or collectively exceeds a 65,000 sq. ft on tracts D & E or at the request of City of High Point, whichever occurs first.
4. Pedestrian Access:
- a. The developer shall install a sidewalk on the east side of Samet Drive along the property frontage.
 - b. A pedestrian access system shall be provided so as to provide safe and convenient pedestrian access to recreational areas for all dwelling units.
 - c. A pedestrian access plan for the entire rezoning site shall be submitted for review and approval by the City of High Point Technical Review Committee. This plan shall be submitted as a part of the Preliminary Plat approval process.

- d. Once 50% of a tract's land area is developed or 50% of the tract's dwelling units are constructed, whichever occurs first, the required pedestrian access shall be required to be installed.
 - e. In the event pedestrian trails (not including sidewalks in ROW) are used, they shall consist of all weather surface material. Trails and walkways shall be no less than five (5) feet in width. The location of all trails shall be indicated on plans submitted for approval.
5. The City of High Point Director of Transportation and the NCDOT shall approve all construction and improvements.
- G. Parking: Parking shall be subject to the requirements of the Development Ordinance.
- H. Subdivision: All parcels within the rezoning site shall be subject to the subdivision regulations of the Development Ordinance and a preliminary subdivision plat shall be prepared and approved prior to development and land division.
- I. Signs:
- 1. Tract A and that portion of Tract E, lying between West Wendover Avenue and the Private Drive (as depicted on PUD Master Plan) shall be subject to the-signage requirements of the Eastchester Scenic Overlay District, Section 9-4-4(c)(4)(d), (Signage), of the Development Ordinance.
 - 2. The location of signage on the rezoning site shall conform to the approved common signage plan. All other signage issues shall be subject to the requirements of the Development Ordinance.
 - 3. Common signage plan for the Planned Unit Development shall be submitted and approved prior to preliminary subdivision approval, group development plan approval or site plan approval. This plan may include the allowance of two Development Identification Signs, as allowed by the SC District in Table 5-16-2, one at the intersection of W. Wendover Avenue and Samet Drive and one at the W. Wendover Avenue entrance lying opposite Gisbourne Drive.
 - 4. Specifications of size, type, height, setback, location, design, illumination, and number of signs shall be included in a Common Sign Plan element in accordance with Section 9-4-3(a)(3)g. of the Development Ordinance.
- J. The rezoning site is subject to Section 9-4-3(a)(3) & (5) (*Planned Unit Development Requirements - Development Standards*) of the Development Ordinance as it pertains to dimensional standards, access, commercial areas, alleys, local street design, boundary treatment, signs, parking, environmental sensitive areas, open space and common recreational facilities, phased development, and owners' associations.

SECTION 3

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

SECTION 4

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

SECTION 5

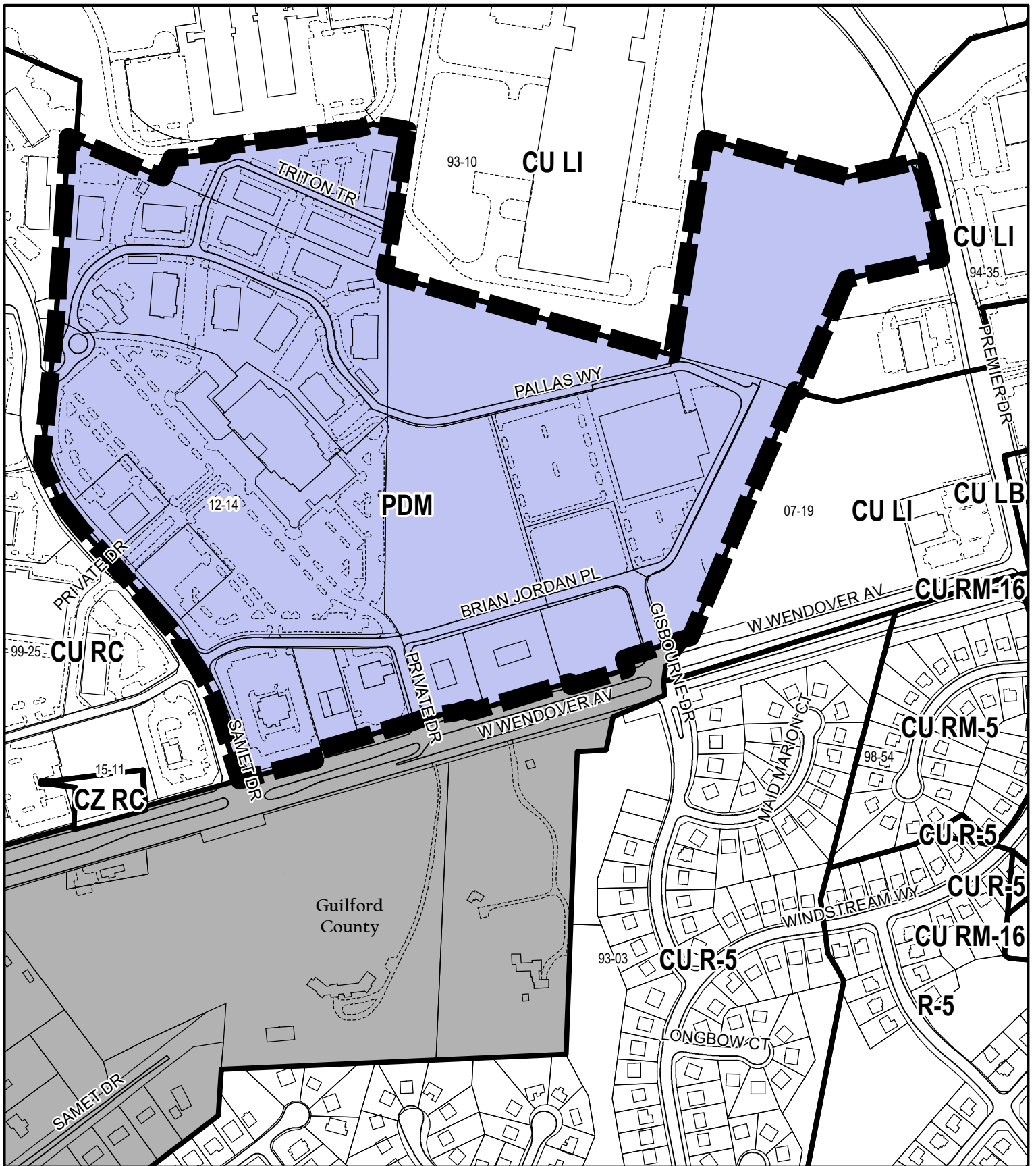
That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 6.

This ordinance shall become effective upon the date of adoption.
18th day of March, 2013.

Lisa B. Vierling, City Clerk

Conditional Zoning Case Supplemental Information	
Initial Zoning Application (ZA-12-14)	Adopted November 19, 2012 (Ordinance # 6963/12-79)
Amendment #1 (March 2013) (ZA-12-14)	Adopted March 18, 2013 (Ordinance # 6985/13-17)
Amendment #2 (September 2017) (Case # Changed to ZA-17-12)	Adopted September 18, 2017 (Ordinance#7335 / 17-77)



ZONING MAP AMENDMENT ZA-17-12

From: Planned Unit Development Mixed
To: Planned Unit Development Mixed

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

**Planning & Development
 Department**

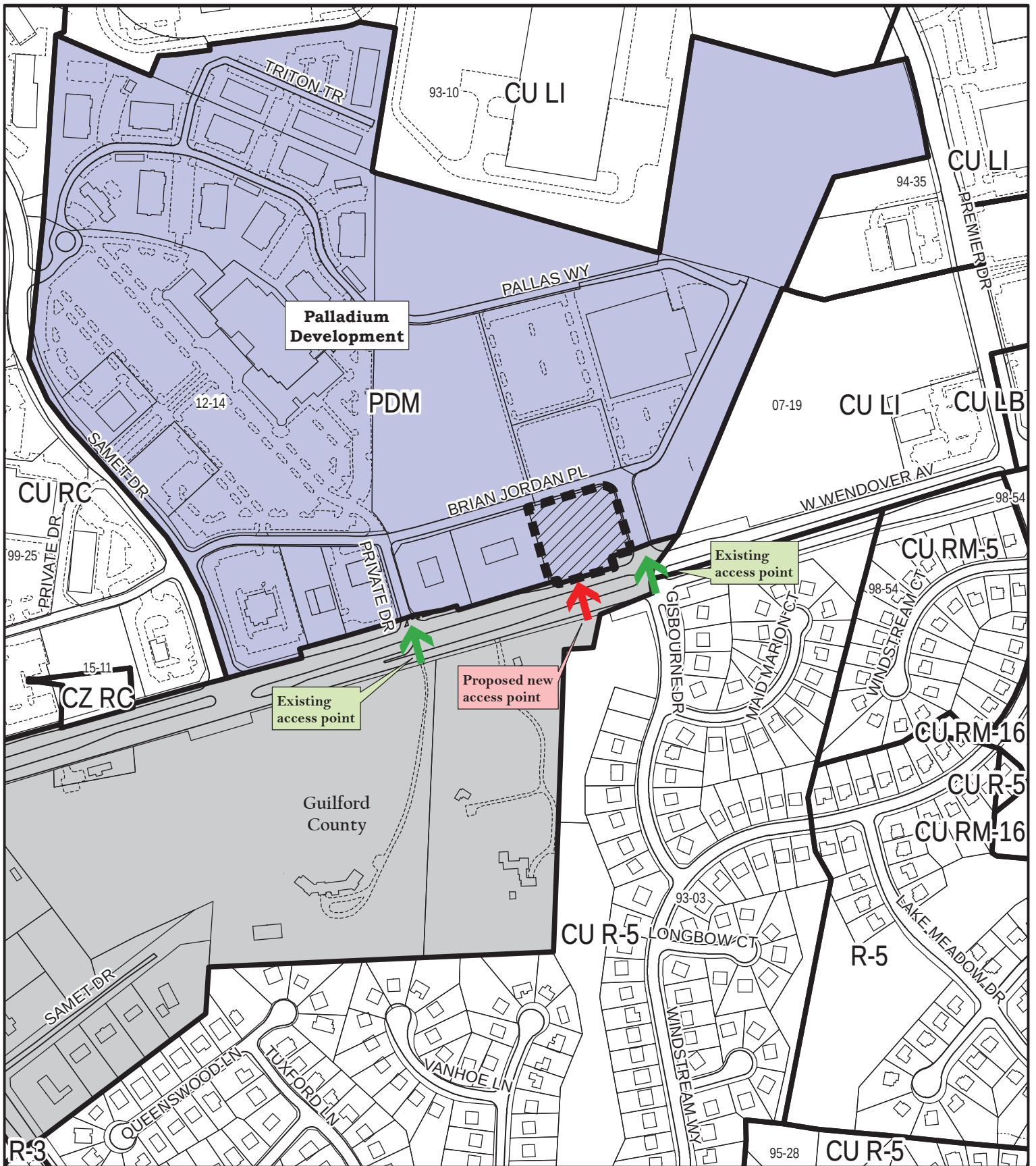
City of High Point

Date: July 25, 2017



Scale: 1"=400'

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 2017/pz/za17-12.mxd



ZONING MAP AMENDMENT ZA-17-12

From: Planned Unit Development Mixed
To: Planned Unit Development Mixed

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

**Planning & Development
 Department**

City of High Point

Date: July 25, 2017



Scale: 1"=400'

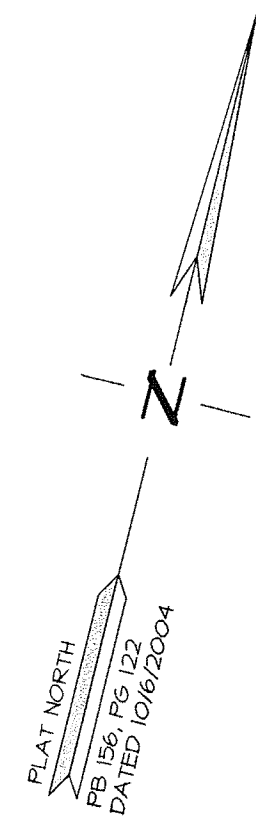
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GENERAL NOTES:

1. BOUNDARY BASED ON SURVEY ENTITLED "BOUNDARY AND PROPERTY LINE EXHIBIT FOR DAVID COUCH - PROPERTY OF H.F. WILLARD, JR." PREPARED BY CPT ENGINEERING AND SURVEYING, INC. DATED JUNE 9, 2008.
2. TOPO BASED ON TOPOGRAPHIC SURVEY DONE BY CPT ENGINEERING AND SURVEYING, INC. IN DECEMBER 2004, SUPPLEMENTED IN JANUARY 2010 ALONG THE WESTERN PROPERTY LINE, AND SUPPLEMENTED IN JANUARY 2013 OF THE GRADED AREA.

EAST ATLANTIC PROPERTIES, LLC
4010 PREMIER DRIVE
LOT 3-B
PIEDMONT CENTRE
SECTION X - PHASE 2
FB 172, PG 102
DB 1414, PG 103
PARCEL #0204103
ZONED: CU LI (93-10)

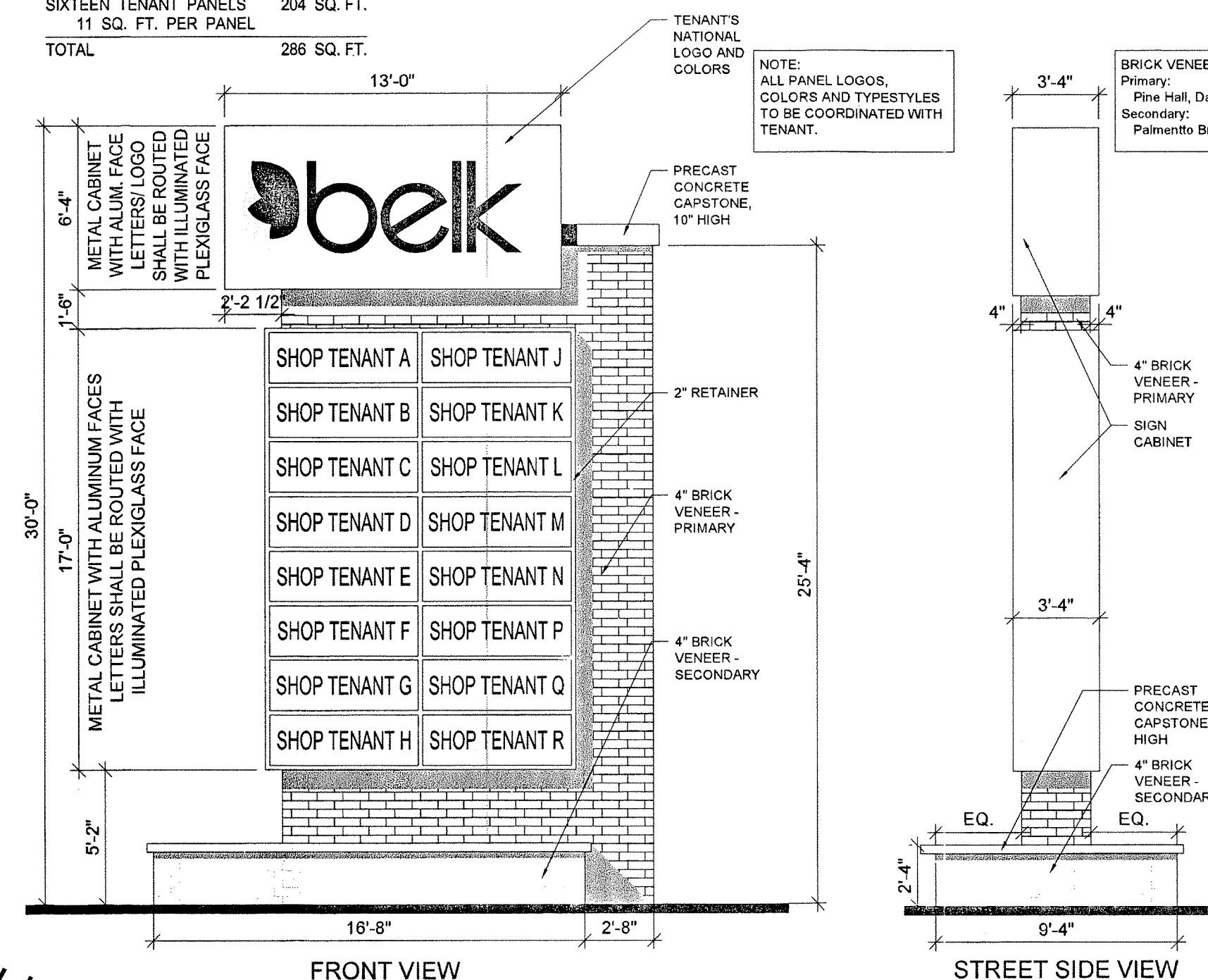


SIGNAGE NOTES:

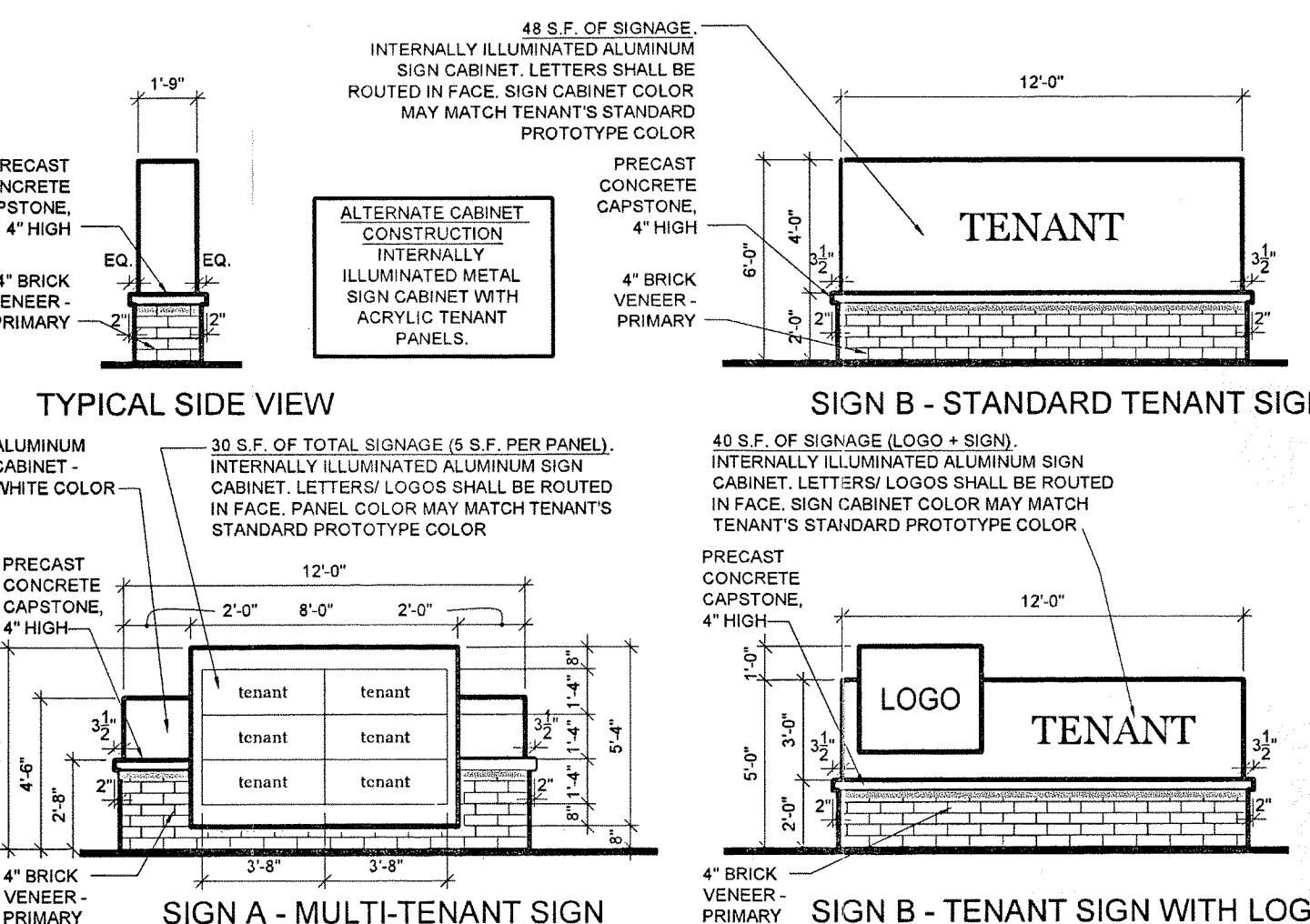
1. THE PORTION OF TRACT E, LYING BETWEEN WEST WENDOVER AVENUE AND THE PRIVATE DRIVE (AS DEPICTED ON PUD MASTER PLAN) SHALL BE SUBJECT TO THE SIGNAGE REQUIREMENTS OF THE SIGNAGE/SCENIC OVERLAY DISTRICT, SECTION 8-4-4(C)(4)(D), (SIGNAGE), OF THE DEVELOPMENT ORDINANCE.
2. THE LOCATION OF SIGNAGE ON THE REZONING SITE SHALL CONFORM TO THE APPROVED COMMON SIGNAGE PLAN. ALL OTHER SIGNAGE ISSUES SHALL BE SUBJECT TO THE REQUIREMENTS OF THE DEVELOPMENT ORDINANCE.

SIGN AREAS

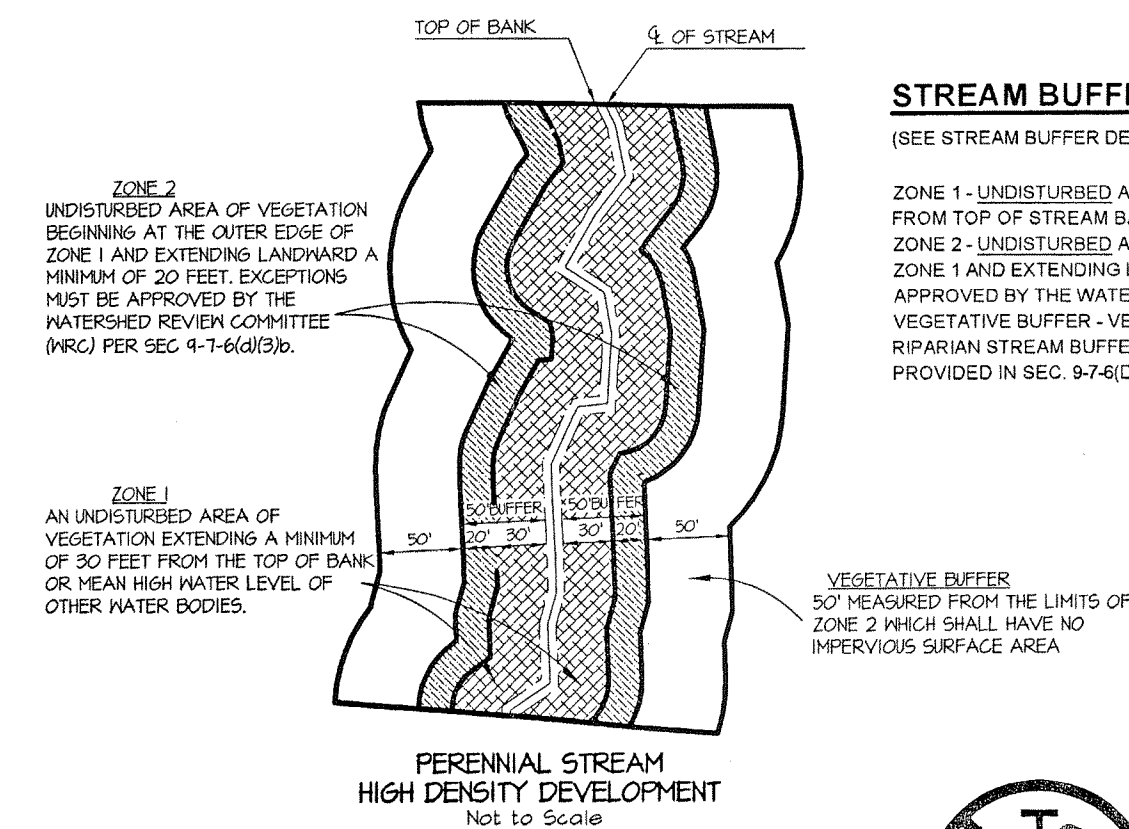
BELK'S PANEL	82 SQ. FT.
SIXTEEN TENANT PANELS	204 SQ. FT.
11 SQ. FT. PER PANEL	
TOTAL	286 SQ. FT.



DEVELOPMENT SIGN



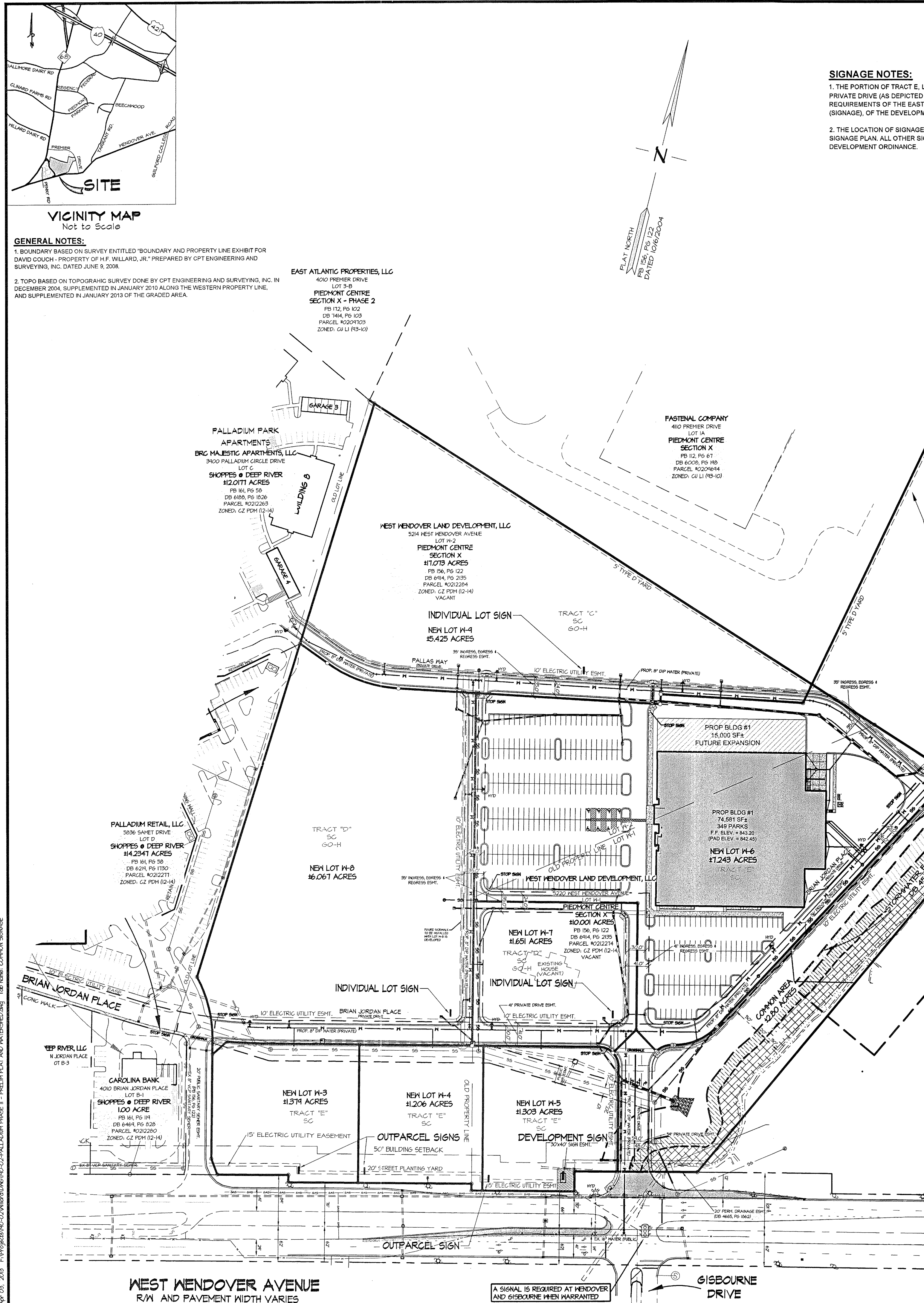
OUTPARCEL/ INDIVIDUAL LOT SIGNS



BEFORE YOU DIG 1
CALL 1-800-632-4941
N.C. ONE-CALL CENTER
IT'S THE LAW

OWNER:
WEST WENDOVER LAND DEVELOPMENT, LLC
5826 SAMET DRIVE, SUITE 105
HIGH POINT, NC 27265
CONTACT: CHRISTOPHER T. DUNBAR, MANAGER
PHONE: (336) 889-1500
FAX: (336) 889-1501

DEVELOPER:
BLUE RIDGE COMPANIES, INC.
5826 SAMET DRIVE, SUITE 105
HIGH POINT, NC 27265
CONTACT: JIM GRDICH
PHONE: (336) 889-1512
FAX: (336) 889-1501



WEST WENDOVER AVENUE
R/W AND PAVEMENT WIDTH VARIES

A SIGNAL IS REQUIRED AT WENDOVER
AND GISBOURNE WHEN WARRANTED

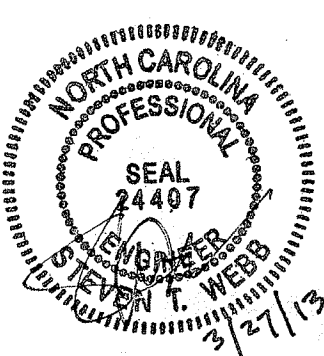
SISBOURNE
DRIVE

SITE INFORMATION:

1. SITE STREET ADDRESS: 5214 S & 3220 WEST WENDOVER AVENUE
2. SITE ACREAGE: LOT W-1: 10.001 Ac.
LOT W-2: 17.073 Ac.
TOTAL: 27.074 Ac.
3. PLAT REFERENCE: PB 155, PG 122
4. DEED REFERENCE: DB 6914, PG 2135
5. TAX MAP REFERENCE: 15-00-0509-0-0001-00-021 & 030
6. PARCEL NUMBER: 0212284, 0212274
7. ZONING: CZ-PDM (#12-14)
8. EXISTING LAND USE: LOT W-1: VACANT
LOT W-2: VACANT
9. PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS DESIGNATED BY FEMA
(REFERENCE: FIRM MAP NUMBER 371078130Q2, DATED JUNE 18, 2007).
10. SOIL TYPES:
EnB- ENON FINE SANDY LOAM, 2 TO 6% SLOPES
EnD- ENON FINE SANDY LOAM, 10 TO 15% SLOPES
HeC- HELENIA SANDY LOAM, 2 TO 10% SLOPES
MWSB- MECKLENBURG SANDY CLAY LOAM, 2 TO 6% SLOPES, MODERATELY ERODED
VAD- VANCE SANDY LOAM, 10 TO 15% SLOPES
11. WATERSHED: HIGH POINT CITY LAKE GENERAL WATERSHED AREA
12. THIS SITE DRAINS TO THE WEST WENDOVER STORMWATER FACILITY.
13. TOTAL GROSS BUILDING SQUARE FOOTAGE: 75,000 SF
14. DISTURBED AREA: 22.5 Ac±
15. TOTAL NUMBER OF PROPOSED LOTS: 6
16. DISTANCE TO NEAREST FLOODWAY: 1500 FT±

REVISIONS

ENGINEERING AND SURVEYING, INC.
LAND DEVELOPMENT CONSULTING
CORPORATE LICENSE NUMBER C-13715
4400 TYNING STREET
HIGH POINT, NORTH CAROLINA 27265
PHONE: (336) 812-8800 ~ FAX: (336) 812-8780



COMMON SIGNAGE PLAN

PALLADIUM AT DEEP RIVER - PHASE II

HIGH POINT TOWNSHIP ~ GUILFORD COUNTY
HIGH POINT ~ NORTH CAROLINA

SITE ADDRESS:
5214 & 5220 W. WENDOVER AVE.
HIGH POINT, NC

SCALE: 1" = 100'

DATE: 3/27/2013

PROJECT: 190-02

DRAWN BY: TGL,STW

SHEET

Open Space & Common Area Recreational Areas

Required Tract "A" 2.61 acres
 Tract "B" 22.5 acres (based upon 900 dwelling units)
 TOTAL – 25.11 acres to be provided

Provided (as of 07-01-10)

 Tract "A" 2.38 acre
 Tract "B" 10.01 acres
 TOTAL: 12.39 acres (as of 09-20-10)

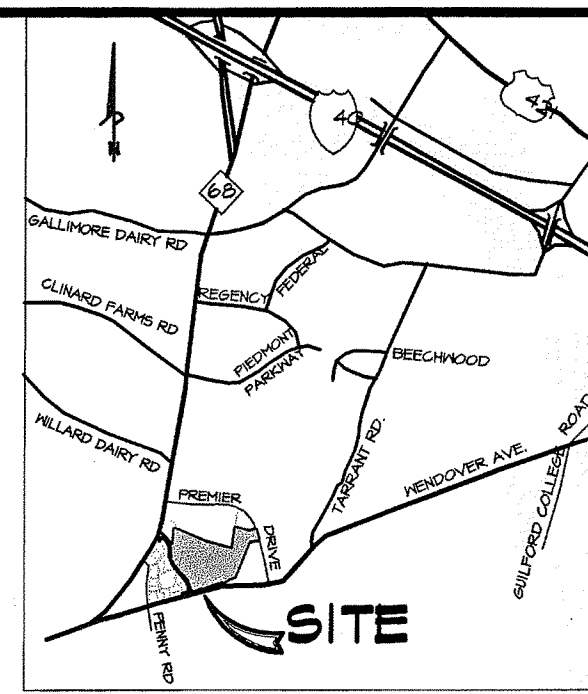
Additional 12.72 acres required to be provided (based upon 900 dwelling units).

We, West Wendover Land Development, LLC, accept this submission as our plan of development and agree to install all required improvements and comply with the conditions of approval.

Christopher T. Dunbar 1.28.13
Owner/ Developer- Christopher T. Dunbar, Manager Date

This plan appears to comply with the provisions of the City of High Point Development Ordinance concerning landscaping.

Enforcement Officer 4/4/13
Date



VICINITY MAP
Not to Scale

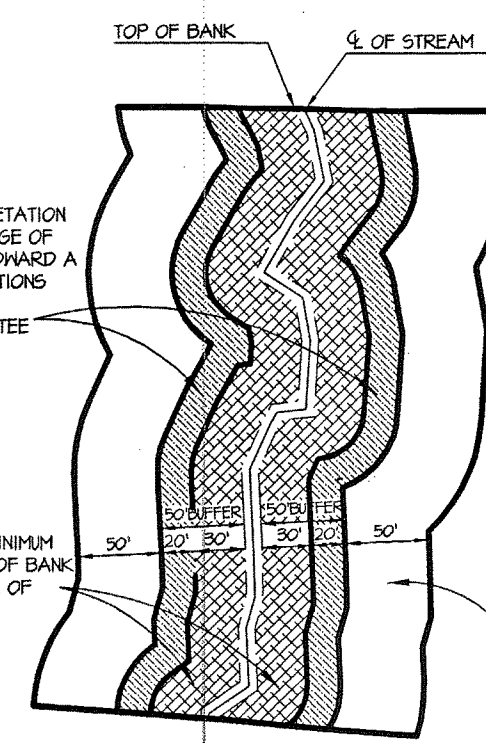
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 7. ZONING: CZ-PDM (#12-14)
 8. EXISTING LAND USE: LOT W-1: VACANT
LOT W-2: VACANT
 9. PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD BY FEMA. (REFERENCE: FIRM MAP NUMBER 3710781300J, DATED 3/1/92)
 10. SOIL TYPES:
EhB- ENON FINE SANDY LOAM, 2 TO 6 % SLOPES
EhC- ENON FINE SANDY LOAM, 10 TO 15 % SLOPES
HcC- HECKLEN SANDY LOAM, 6 TO 10 % SLOPES
MhB2- MEHLERSBURG SANDY CLAY LOAM, 2 TO 8 % SLOPES, M
VbD- VANDY SANDY LOAM, 10 TO 15 % SLOPES
 11. WATERSHED: HIGH POINT CITY LAKE GENERAL WATERSHED AREA
 12. THIS SITE DRAINS TO THE WEST WENDOVER STORMWATER FACILITY
 13. TOTAL GROSS BUILDING SQUARE FOOTAGE: 75,000 SF
 14. DISTURBED AREA: 22.5 Ac.±
 15. TOTAL NUMBER OF PROPOSED LOTS: 6
 16. DISTANCE TO NEAREST FLOODWAY: 1500 FT±

1. TRACT E SHALL BE SUBJECT TO THE LANDSCAPING REQUIREMENTS OF THE EASTCHESTER SCENIC OVERLAY DISTRICT, SECTION 9-4-4(C)(4)(C), (LANDSCAPING) AND TABLE 4-4-1 (PENNY ROAD NORTH TO GALLIMORE DAIRY ROAD), OF THE DEVELOPMENT ORDINANCE FOR W. WENDOVER AVENUE, EXCEPT THAT THE MINIMUM STREET YARD WIDTH ALONG W. WENDOVER AVENUE SHALL BE TWENTY (20) FEET.

2. A MINIMUM FIVE (5) FOOT WIDE TYPE D PLANTING YARD SHALL BE PROVIDED ADJACENT TO GULFORD COUNTY TAX PARCELS 0209694 (4110 PREMIER DRIVE) AND 0209702 (4350 PREMIER DRIVE).
3. PARKING LOT LANDSCAPING SHALL BE PROVIDED WITHIN AND ADJACENT TO PARKING AREAS DESIGNED TO SHADE AND IMPROVE THE ATTRACTIVENESS OF LARGE AREAS OF PAVEMENT. PARKING LOT CANOPY TREES REQUIRED AT A RATE OF ONE (1) CANOPY TREE PER TWELVE (12) PARKING SPACES.
4. DUMPSTERS SHALL BE SCREENED AS REQUIRED BY SECTION 9-5-1(D)(2) OF THE DEVELOPMENT ORDINANCE.
5. AT THE TRACT BOUNDARY LINE BETWEEN RESIDENTIAL AND NON-RESIDENTIAL USES A MINIMUM TYPE D PLANTING YARD SHALL BE INSTALLED.

1. BOUNDARY BASED ON SURVEY ENTITLED "BOUNDARY AND PROPERTY LINE EXHIBIT FOR DAVID COUCH - PROPERTY OF H.F. WILLARD, JR." PREPARED BY CPT ENGINEERING AND SURVEYING, INC. DATED JUNE 9, 2008.

2. TOPO BASED ON TOPOGRAPHIC SURVEY DONE BY CPT ENGINEERING AND SURVEYING, INC. IN DECEMBER 2004, SUPPLEMENTED IN JANUARY 2010 ALONG THE WESTERN PROPERTY LINE, AND SUPPLEMENTED IN JANUARY 2013 OF THE GRADED AREA.



(SEE STREAM BUFFER DETAILS IN THE ILLUSTRATIONS AND DETAILS APPENDIX)

ZONE 1 - UNDISTURBED AREA OF VEGETATION EXTENDING A MINIMUM OF 30 FEET

- FROM TOP OF STREAM BANK (SEC. 9-7-6(D)).
ZONE 2 - UNDISTURBED AREA OF VEGETATION BEGINNING AT THE OUTER EDGE OF ZONE 1 AND EXTENDING LANDWARD A MINIMUM OF 20 FEET. EXCEPTIONS MUST BE APPROVED BY THE WATERSHED REVIEW COMMITTEE (WRC) PER SEC. 9-7-6(D)(3)B.
VEGETATIVE BUFFER - VEGETATIVE AREA EXTENDING 50 FEET LANDWARD FROM THE RIPARIAN STREAM BUFFER (ZONE 1 AND 2). NO BUILT UPON AREA EXCEPT AS PROVIDED IN SEC. 9-7-6(D)(3)C.

BOTANICAL NAME	COMMON NAME
TREES	
<i>Acer rubrum</i> 'Red Sunset'	Red Sunset Maple
<i>Cryptomeria japonica</i> 'Yoshino'	Yoshino Cryptomeria
<i>Ilex x</i> 'Nellie R. Stevens'	Nellie R. Stevens
<i>Lagerstroemia indica</i> x <i>fauviei</i> 'Sioux'	Sioux Crape Myrtle
<i>Liquidambar styraciflua</i> 'Rotundifolia'	Fruitless Sweet Gum
<i>Myrica cerifera</i>	Southern Wax Myrtle
<i>Quercus palustris</i>	Pin Oak
<i>Thuja occidentalis</i> 'Green Giant'	Green Giant Arborvitae
<i>Thuja occidentalis</i> 'Smaragd'	Emerald Arborvitae
<i>Zelkova serata</i> 'Green Vase'	Green Vase Zelkova

- | SHRUBS | |
|-------------------------------------|--------------------------------|
| Abelia grandiflora 'Edward Goucher' | Edward Goucher Abelia |
| Abelia grandiflora 'Rose Creek' | Rose Creek Abelia |
| Chamaecyparis pisifera 'Gold Mops' | Gold Mops Cypress |
| Cotoneaster dammeri 'Coral Beauty' | Coral Beauty Cotoneaster |
| Ilex cornuta 'Burfordi' | Dwarf Burford Holly |
| Ilex cornuta 'Carissa' | Carissa Holly |
| Juniperus chinensis 'Sargentii' | Sargent's Juniper |
| Juniperus conferta 'Blue Pacific' | Shore Juniper |
| Juniperus virginiana 'Grey Owl' | Grey Owl Juniper |
| Lagerstroemia indica 'Pocomoke' | Pocomoke Crape Myrtle |
| Ligustrum japonicum 'Variegatum' | Variegated Privet |
| Loropetalum chinensis 'Ruby' | Ruby Chinese Witchhazel |
| Nandina domestica 'Gulfstream' | Gulfstream Nandina |
| Raphiolepis indica 'Conor' | Eleanor Taber Indian Hawthorne |
| Rosa 'Knock Out' | Knock Out Rose |
| Viburnum awabuki 'Chindo' | Chindo Viburnum |
| Viburnum x praeense | Prague Viburnum |

- USE / LOCATION**
- Wendover Avenue Street Tree
Large Screening or Accent Tree
Medium Screening or Accent Tree
Small Ornamental Tree
Bufferyard & Parking Lot Tree
Small Screening or Accent Tree
Bufferyard & Parking Lot Tree
Medium Screening or Accent Tree
Small Screening or Accent Tree
Bufferyard & Parking Lot Tree

WEST WENDOVER LAND DEVELOPMENT, LLC
5826 SAMET DRIVE, SUITE 105
HIGH POINT, NC 27265
CONTACT: CHRISTOPHER T. DUNBAR, MANAGER
PHONE: (336) 889-1500
FAX: (336) 889-1501

BLUE RIDGE COMPANIES, INC.
5828 SAMET DRIVE, SUITE 105
HIGH POINT, NC 27285
CONTACT: JIM GRDICH
PHONE: (336) 889-1512
FAX: (336) 889-1501

**BEFORE YOU DIG I
CALL 1-800-632-4949
N.C. ONE-CALL CENTER
IT'S THE LAW!**

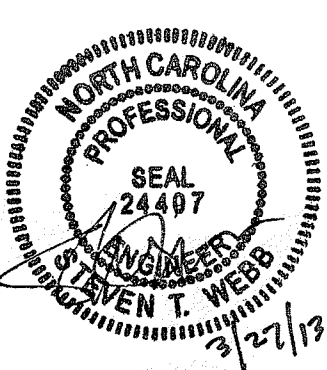
GRAPHIC SCALE

100 50 0 100 200

1 INCH = 100 FEET

[illegible]

CRT
ENGINEERING AND SURVEYING, INC.
LAND DEVELOPMENT CONSULTING
CORPORATE LICENSE NUMBER C-1875
4400 TYNNING STREET
HIGH POINT, NORTH CAROLINA 27265
PHONE: (336) 812-8800 ~ FAX: (336) 812-8780



COMMON LANDSCAPING PLAN

PALLADIUM AT DEEP RIVER - PHASE II

HIGH POINT TOWNSHIP ~ GUILFORD COUNTY
HIGH POINT ~ NORTH CAROLINA

SITE ADDRESS:
5214 & 5220 W. WENDOVER AVE.
HIGH POINT, NC

SCALE: 1" = 100'

DATE: 3/27/2013

PROJECT:	190-02
----------	--------

DRAWN BY: TGL,STW

SHEET 1 OF 1

NORTH CAROLINA

GUILFORD COUNTY

ADDENDUM TO INTERLOCAL AGREEMENT ON TAX COLLECTION

THIS ADDENDUM TO INTERLOCAL COOPERATION AGREEMENT (hereinafter called the "Interlocal Agreement") made this the _____ day of _____, 2017, and effective as of the 1st day of July, 2017, by and between the **CITY OF HIGH POINT**, a municipal corporation in the State of North Carolina (hereinafter called the "**CITY**"), and **GUILFORD COUNTY**, North Carolina, a body politic and corporate (hereinafter called the "**COUNTY**"), collectively referred to as the "Parties."

WITNESSETH

WHEREAS, on May 20, 2011, the CITY OF HIGH POINT and the BOARD OF COMMISSIONERS OF GUILFORD COUNTY entered into a Contract, effective as of July 1, 2011, whereby the COUNTY agreed to provide ad valorem tax listing and collection services to the CITY; and

WHEREAS, the CITY and COUNTY determined it to be in the public benefit and interest to enter into a new Interlocal Agreement on Tax Collection. This Interlocal Agreement on Tax Collection (**Guilford County Contract No. 42120-07/16-004**) was entered into on or about May 16, 2016, and was effective upon the expiration of the former Interlocal Agreement on Tax Collection to provide for the listing, billing and collection by the COUNTY of ad valorem taxes levied by the CITY; and

WHEREAS, the CITY and COUNTY have determined that it is now in the public benefit and interest to enter into an Addendum to the Interlocal Agreement on Tax Collection entered into on or about May 16, 2016, for purposes of adding provisions related to the billing and collection of certain CITY lien amounts; and

WHEREAS, the Parties have agreed that the terms set forth herein are in the best interests of their citizens; and

WHEREAS, the North Carolina General Statutes in Chapter 160A, Article 20, provide that units of local government may enter into agreements in order to execute an undertaking providing for the continual exercise by one unit of any power, function or right, including the collection of taxes; and

WHEREAS, the CITY and the COUNTY agree that this Addendum to Interlocal Agreement shall be effective through June 30, 2021, which is the effective term as was stated in the initial Interlocal Agreement on Tax Collection, unless terminated pursuant to the terms herein; and

WHEREAS, in addition to additions and/or revisions to certain provisions as stated in the initial Interlocal Agreement on Tax Collection, many of its provisions are being restated in this Addendum to Interlocal Agreement on Tax Collection; and

WHEREAS, the governing bodies of the CITY and COUNTY have ratified this Addendum to Interlocal Agreement by resolutions being recorded in their respective minutes; and

THEREFORE, in consideration of the mutual covenants, terms and conditions contained in this

Addendum to Interlocal Agreement on Tax Collection accruing to the benefit of each of the Parties and other good and valuable consideration, receipt and sufficiency of which is acknowledged by the CITY and the COUNTY, the Parties agree as follows:

1. **COUNTY Billing and Collection of CITY Taxes.** The COUNTY will continue to bill and collect ad valorem taxes (not including motor vehicle taxes collected by the State of North Carolina under N.C.G.S. Chapter 105, Article 22A) for CITY properties located within Guilford County, including current or delinquent taxes due to the CITY, through June 30, 2021, as stated in the initial Interlocal Agreement on Tax Collection.
2. **County Billing of CITY Municipal Liens.**
 - (a) The COUNTY will, without charge, for those properties within the High Point city limits and specified by CITY, include on its annual tax bills and routine follow-up bills, and on similar bills for parcels on which no tax may be due, amounts due CITY (other than for ad valorem taxes) which are secured by valid lien(s) legally collectible in the same manner as ad valorem taxes ("the municipal liens"). COUNTY will not be responsible for determining the validity of the amounts claimed by CITY or the validity of CITY's asserted lien. COUNTY will include such municipal lien amounts on the annual tax bill and routine follow-up bills for the parcel as to which the debt was incurred, as designated by CITY. For any such parcel, the tax bill will contain a single line item for "High Point Municipal Lien" or similar description and a single total amount due, regardless of the number of such liens.
 - (b) CITY will provide COUNTY with such information in such format and at such times as may be reasonably requested by COUNTY in order to include the municipal liens on annual tax bills. CITY will promptly notify COUNTY by e-mail to Elliott Thompson (ethomps@myguilford.com) (or alternate County designee) of any changes to information it has provided pursuant to this Paragraph 2 so that COUNTY's information regarding the municipal liens remains current.
 - (c) For simplicity, COUNTY will not add interest to the amounts billed for municipal liens.
 - (d) COUNTY will accept payment of amounts billed pursuant to this Paragraph 2 in the same manner as it accepts payments of CITY's ad valorem taxes. In the event that CITY receives payment directly on any amount billed by COUNTY pursuant to this Paragraph 2, it will immediately notify COUNTY by e-mail to Elliott Thompson (ethomps@myguilford.com)(or alternate County designee). COUNTY will account to CITY for payments made against the amounts billed pursuant to this Paragraph 2 in the same manner that it accounts for payments made against CITY taxes billed pursuant to this Addendum to Interlocal Agreement.
 - (e) Unless specified otherwise by the payor, payments received by COUNTY with respect to a parcel on which COUNTY has billed a CITY municipal lien will be applied first according to Paragraph 7 (Pro Rata Payments) as if no municipal lien had been billed, then the remainder (if any) shall be applied to the municipal lien amount(s) billed. COUNTY will not be required to allocate payments between multiple municipal liens on a parcel.

- (f) COUNTY will refer parties requesting municipal lien information, including but not limited to payoff information, to CITY, specifically to its Right of Way Department at 336 883 8557 (or alternate CITY designee).
- (g) COUNTY's undertaking with respect to the municipal liens is limited to billing and payment acceptance as set out above in this Paragraph 2. (However, this shall not alter the foreclosure authority provided in Paragraph 8.)
- (h) It is the parties' desire that CITY realize the higher collection rates on municipal liens that they believe are likely to follow from inclusion of those liens on COUNTY tax bills while minimizing any additional cost or manpower required of COUNTY to accommodate this. If the parties desire for COUNTY to undertake additional efforts in connection with the collection of CITY municipal liens, they may address this by a subsequent agreement, subject to approval in accordance with N.C.G.S. Chapter 160A, Art. 20, Part 1.
- (i) Either party may terminate the municipal lien billing and collection arrangement set out in this Paragraph 2 on 30 days' notice to the other party.
- (j) Notwithstanding any other provision of this Addendum to Interlocal Agreement, CITY is solely responsible for the accuracy of the information provided to COUNTY pursuant to this Paragraph 2 and, to the extent allowed by law, will defend and indemnify COUNTY from and against all claims and any liability which may result, directly or indirectly, from COUNTY's inclusion of any such information on tax bills, from any such information being made available in the same manner as COUNTY now or hereafter makes available ad valorem tax information (for instance, on COUNTY's Tax Department website), and/or from County's collection of any amounts billed pursuant to this Paragraph 2, including but not limited to all damages (actual, punitive, statutory, or otherwise), judgments, settlements, attorney's fees, and costs of defense incurred as a result thereof. Notwithstanding the foregoing or any other provision of this Addendum to Interlocal Agreement, COUNTY shall nonetheless be responsible for and, to the extent allowed by law, will defend and indemnify CITY from and against all claims and any liability which may result, directly or indirectly, from COUNTY's sole negligence in performing the billing and collection of municipal liens pursuant to this Paragraph 2, including but not limited to all damages (actual, punitive, statutory, or otherwise), judgments, settlements, attorney's fees, and costs of defense incurred as a result thereof. This provision shall survive the expiration or termination of the services provided pursuant to this Paragraph 2 and the expiration or termination of this Interlocal Agreement.

3. **Term of Agreement.** This Addendum to Interlocal Agreement shall continue for the remaining effective term as was stated in the initial Interlocal Agreement on Tax Collection, through June 30, 2021, unless terminated pursuant to the terms herein.

4. **Compliance.** COUNTY will comply with all applicable tax collection laws of North Carolina, including those contained in Subchapter II of Chapter 105 of the General Statutes of North Carolina,

and all administrative mandates issued by the State of North Carolina.

5. Records and Accounts.

(a) The COUNTY shall be responsible for maintaining, in an on-line environment, all ad valorem tax records, and other related charges, including amounts paid and unpaid, in the same manner as COUNTY records are maintained.

(b) The CITY will provide the COUNTY with all necessary information for wire transfer for all funds due the CITY and the COUNTY will properly account for and distribute such funds by electronic transfer or other mutually agreed-upon method on a daily basis and notify the CITY Finance Director by 10:00 a.m. each day of amounts to be transferred.

(c) The COUNTY shall provide the CITY with all necessary and required reports in such format and detail to enable the CITY to prepare and record the necessary financial transactions. Such reports shall be mutually agreed upon by the CITY and COUNTY Finance Directors.

(d) The COUNTY shall provide the CITY'S designated staff and External Auditors, during regular business hours, access to the CITY Tax Receivables' daily cash transactions, and other records pertaining thereto to the fullest extent practicable.

(e) The CITY shall provide the COUNTY Tax Collection Office with access, to the extent legally allowable, into the CITY'S water service system, privilege license system, and any other systems that the CITY deems to be beneficial in the collection of CITY Taxes.

6. Maintenance of a Tax Department Branch Office Located in the CITY. The COUNTY shall maintain a Tax Department branch office for the collection of taxes owed to the CITY. Said branch office shall be located in the City of High Point.

7. Pro Rata Payments. The COUNTY shall distribute part payments received from CITY taxpayers on a proportionate basis between taxes owed the COUNTY and the CITY, such distribution to be on the basis of respective tax rates, after all interest and penalties are first paid.

8. Delinquent Taxes, Foreclosure. COUNTY shall advertise for CITY all delinquent ad valorem taxes covered by this agreement that constitute a lien on real property in the same advertisement in which the COUNTY advertises its delinquencies. COUNTY shall perform all foreclosure proceedings when applicable to CITY tax liens covered by this agreement to the extent permitted by law. In the discretion of County's Tax Collector or its counsel, any tax foreclosure proceeding may include other liens held by either Party which are proper for inclusion in tax foreclosure proceedings. The CITY retains the right to initiate foreclosure on any CITY liens and to include CITY tax liens in such foreclosure actions, if it so chooses. If the CITY intends to bring a foreclosure action on a property on which the COUNTY has a lien which is proper for inclusion in the action, the County Tax Collector or County Attorney may authorize the City Attorney bringing such action to include any COUNTY liens which are proper for inclusion in the action, including COUNTY tax liens, and to coordinate with COUNTY's legal staff in such action with respect to such lien(s), subject to the approval of the City Attorney.

9. **Discount Rates.** The CITY Council and the Board of COUNTY Commissioners shall determine their respective early discount rates subject to approval by the State Department of Revenue, pursuant to G.S. §105-360.
10. **Refunds and Rebates.** Applications from CITY taxpayers for refunds and rebates for CITY taxes shall be considered by the COUNTY and determined in the same manner as applications for refunds and rebates on COUNTY taxes. CITY refunds will be deducted from daily transfer amounts due CITY.
11. **Adoption of Tax Rates.** The CITY will make every effort to adopt its tax rate not later than July 1 of any fiscal year. However, in the event it is necessary to adopt an interim budget, the CITY will adopt its tax rate not later than August of that fiscal year pursuant to G.S. §105-347.
12. **Costs for Billing and Collection.** The COUNTY shall incur all costs for preparing, printing, billing and collecting the CITY tax bills, including follow-up notices.
13. **Annexations.** The CITY agrees to make every effort concerning involuntary annexations, to make such annexations effective on June 30th prior to the ensuing fiscal year. With respect to voluntary annexations, the CITY will provide the COUNTY information on the date of annexation of each such boundary annexation, and the COUNTY shall prorate taxes due the CITY and collect them accordingly.
14. **Acquisition upon Foreclosure.** In the event a tax foreclosure results in a tax foreclosure sale of property located in the CITY, the CITY agrees to bid on the property in an amount sufficient to cover all CITY and COUNTY ad valorem taxes.
15. **Bankruptcy Proceedings.** The COUNTY shall file the CITY'S claim for ad valorem taxes due in all proceedings under the Bankruptcy Act.
16. **Annual Payment to COUNTY.** The annual fee for collection services for each fiscal year shall be payable by December 31 of that fiscal year and shall be calculated based on 0.62% of the collections (not including any registered motor vehicle revenue) for the fiscal year ended June 30 of the prior year. Thus, the payment due December 31, 2016 is 0.62% of the collections (not including any registered motor vehicle revenue) for the fiscal year ended June 30, 2015, which comes to \$323,527.00.
17. **Termination.** This Addendum to Interlocal Agreement may be terminated by either Party by providing twelve (12) months' notice prior to the start of the next fiscal year. Upon notice of termination of the Interlocal Agreement, the COUNTY shall deliver to the CITY all tax records, in a customary electronic data format, or in whatever form held in its hands, pertaining to its listing, billing, and collecting, consistency of the tax bills, tax scrolls, and other related records by February 1 of the fiscal year in which the termination shall be effective. The COUNTY shall continue to collect current and delinquent taxes through June 30 of the fiscal year in which the termination shall be effective. Upon termination of the Addendum to Interlocal Agreement the COUNTY shall provide a full accounting to the CITY of the status of all tax collections. After June 30 of the fiscal year in which the termination becomes effective, the COUNTY shall not be further obligated either as to current or delinquent taxes due to the CITY.

18. Entire Agreement. This Addendum to Interlocal Agreement, including all exhibits or attachments if any, sets forth the entire Agreement between the Parties regarding the services and matters set forth herein. All prior conversations or writings between the Parties hereto or their representatives on this subject matter are merged within and extinguished. This Addendum to Interlocal Agreement shall not be modified or amended except by a written instrument executed by duly authorized representatives of the Parties herein.

19. Notice. Notice under this Addendum to Interlocal Agreement shall be deemed sufficient upon the mailing to the Parties by certified or registered mail at the following locations:

GUILFORD COUNTY
County Manager
P.O. Box 3427
Greensboro, NC 27402

CITY OF HIGH POINT
City Manager
P.O. Box 230
High Point, NC 27261

20. Jurisdiction. The Parties agree that this Addendum to Interlocal Agreement is subject to the jurisdiction and laws of the State of North Carolina. Both Parties will comply with applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify. Any controversies arising out of this Addendum to Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

21. Iran Divestment Act. In accordance with N.C.G.S. §143C-6A-5(a), each Party certifies that it is not identified on the list created by the State Treasurer pursuant to N.C.G.S. §143C-6A-4 of persons that the Treasurer has determined engage in investment activities in Iran.

(The remainder of this page is intentionally left blank.
This Agreement continues with signatures on the following page.)

IN WITNESS THEREOF, the Parties have executed this Addendum to Interlocal Agreement in their respective names and titles, by their proper officials, all by the authority of appropriate resolutions of the governing bodies of each of the taxing units, duly adopted, as of the day and year first written above.

GUILFORD COUNTY

ATTEST:

DocuSigned by:
Marty K Lawing 8/18/2017
5148C7EEF7AB48A
Marty K. Lawing Date
Guilford County Manager

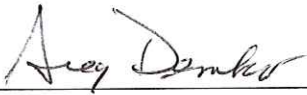
DocuSigned by:
Robin B Keller 8/23/2017 | 3:47 PM EDT
281BE04777A4A0A
Robin B. Keller Date
Guilford County Clerk to Board

(COUNTY SEAL)

(The remainder of this page is intentionally left blank.
This Agreement continues with signatures on the following page.)

CITY OF HIGH POINT

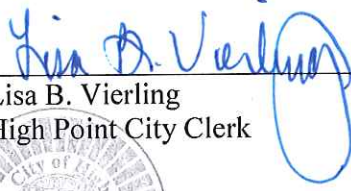
ATTEST:



Greg Demko
High Point City Manager

10/3/17

Date



Lisa B. Vierling
High Point City Clerk

10-3-2017

Date



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

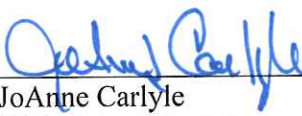
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Jeffrey Moore
High Point City Finance Director

9/29/2017

Date



JoAnne Carlyle
High Point City Attorney

10/3/17

Date

CITY OF HIGH POINT

AGENDA ITEM



Title: Zoning Map Amendment 17-12
(Blue Ridge Companies)

From: Lee Burnette, Planning & Development
Director

Meeting Date: September 18, 2017

Advertising Date: September 7, 2017 and
September 13, 2017

Public Hearing: Yes

Advertised By: Planning & Development

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

PURPOSE:

A request by Blue Ridge Companies to amend a previously adopted Planned Development-Mixed (PDM) District, approved under Zoning Map Amendment Case 12-14, as follows:

- 1) to allow an additional access point (total of three access points) from W. Wendover Avenue;
- 2) to delete the requirement for right-of way dedication for turn lanes at access points from W. Wendover Avenue;
- 3) to delete the requirement that prohibits air hoses, vacuum pedestals and other outdoor automotive service equipment from being located between the principal building and the W. Wendover Avenue right-of-way; and
- 4) to amend the PUD Master Plan to allow the changes outlined above.

BACKGROUND:

The staff report and the Planning & Zoning Commission's recommendation are enclosed.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

- A. Staff recommended **denial** of this request, as outlined in the attached staff report.
- B. On August 22, 2017, a public hearing was held before the Planning and Zoning Commission regarding Zoning Map Amendment 17-12. The Planning & Zoning Commission recommended **denial** of this request, by a vote of 6-3, as outlined in the staff report and recommended by staff.
- C. **Because this request is being forwarded to City Council with an unfavorable recommendation from the Planning & Zoning Commission, the Development Ordinance requires a 2/3 favorable vote by the City Council (6 members) for this request to be approved.**

PLANNING AND ZONING COMMISSION RECOMMENDATION

Blue Ridge Companies

Zoning Map Amendment 17-12

At its August 22, 2017 public hearing, the Planning and Zoning Commission reviewed a request to amend a previously adopted Planned Development-Mixed (PDM) District (Palladium Development). The Palladium Development is a 74.4-acre PDM District that permits a mixture of commercial, office, industrial and multifamily uses. All members of the Commission were present. Mr. Herbert Shannon, Senior Planner, presented the case and recommended **denial** of the request as outlined in the staff report.

Speaking in favor of the request:

Speaking in favor of the request, were Mr. Nathan Duggins, Tuggle-Duggins Attorneys at Law, 100 N. Greene Street, Greensboro; Mr. John Davenport, Jr., P.E., the applicant's transportation engineer, 305 Fourth Street, Winston-Salem; Mr. Christopher Dunbar, president of Blue Ridge Companies, 5826 Samet Drive, High Point; and Ms. Judy Stalder, zoning consultant with Keller Williams Realty, 665 N. Main Street, High Point. These speakers provided an overview of the request and noted that it pertains to a proposed Sheetz convenience store that is insistent upon having an access point directly off W. Wendover Avenue to a 1.5-acre parcel that is part of the larger Palladium Development. As part of this presentation Mr. John Davenport presented a site plan, for illustrative purposes, to show that the requested new access can be installed in a safe manner. He also addressed transportation related questions from the Commission.

Speaking in opposition of the request:

No one from the public spoke in opposition to this request. Ms. Vickie Embry, City of High Point Transportation Engineer, addressed comments from the applicant's traffic engineer and highlighted the following transportation related concerns:

- The length of the proposed deceleration lane and distance of the access point from the signalized intersection, both fall short of the minimum requirement of the City of High Point's Driveway Ordinance. A minimum distance of 250 feet is required, Mr. Davenport stated the distance would be about 180 feet.
- Right-turn-ins immediately before or after an intersection creates a dangerous situation for drivers and increase the likelihood of a collision.
- Due to its specific location, roadway configuration and traffic volumes, one cannot make an equitable comparison between a Sheetz at this location and an existing Sheetz at another location (i.e. Sheetz at Westchester Drive verses this proposal off W. Wendover Avenue). For instance, the average daily trips on Westchester Drive numbers 22,000, while the average daily trips on W. Wendover Avenue are much higher at 38,000. Furthermore, this proposed W. Wendover Avenue site has access options that other locations do not have, as it can obtain driveway access from Brian Jordan Place and from Gisbourne Drive.
- The proposed access point off W. Wendover does not meet the City of High Point Driveway Ordinance requirements and does not follow the adopted W. Wendover Avenue Corridor Plan.

The Commission closed the public hearing and had a lengthy debate among its members regarding the issues raised in the staff report, comments from the applicant and comments from the Transportation Department. The Commission recommended **denial** of this application, by a vote of 6-3, with Mr. Armstrong, Mr. Walsh, and Mr. Wheatley voting against the motion.

In this case, the Planning & Zoning Commission suggested that the denial of the applicant's request is reasonable and in the public interest because:

- 1) The request is inconsistent with the City Council adopted W. Wendover Avenue Corridor Plan and Objective #11 in the adopted Land Use Plan that seek to enhance the aesthetic appearance of W. Wendover Avenue, which is a major gateway street and travel corridor;

- 2) Allowing a driveway access to an individual parcel on W. Wendover Avenue and allowing service equipment to be visible along W. Wendover Avenue is inconsistent with previous zoning district approvals for properties along W. Wendover Avenue;
- 3) The subject parcel has sufficient vehicular access and visibility from W. Wendover Avenue under the current PDM development standards; the requested access is inconsistent with the City's driveway standards and will impact traffic safety; and
- 4) The request will produce a commercial development on the subject parcel that is inconsistent with the existing commercial developments along W. Wendover Avenue and which could impact the character of development in the area given that additional commercial development is expected

Because this request is being forwarded to City Council with an unfavorable recommendation from the Planning & Zoning Commission, the Development Ordinance requires a 2/3 favorable vote by the City Council (6 members) for this request to be approved.

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

**STAFF REPORT
ZONING MAP AMENDMENT 17-12
July 25, 2017**

Request		
Applicant: Blue Ridge Companies West Wendover Land Development, LLC	Owner: West Wendover Land Development, LLC	
Zoning Proposal: To amend a previously adopted Planned Development (PDM District), specifically as it relates to a 1.5-acre parcel at the eastern portion of the development fronting along W. Wendover Avenue.	From: PDM	Planned Unit Development Mixed District
	To: PDM	Planned Unit Development Mixed District

Site Information	
Location:	The overall PDM District, also known as the Palladium Development, is lying at the northeast corner of W. Wendover Avenue and Samet Drive, between Samet Drive and Premier Drive. The proposed amendment pertains to a 1.5-acre parcel lying at the eastern boundary of the development at the northwest corner of W. Wendover Avenue and Gisbourne Drive (4120 Brian Jordan Place).
Tax Parcel Numbers:	The proposed amendment pertains to tax parcel 0212274.
Site Acreage:	The entire PDM District consists of approximately 74.4 acres. The proposed amendment pertains to a 1.5-acre portion of this district.
Current Land Use:	The 1.5-acre parcel in question is undeveloped.
Physical Characteristics:	The 1.5-acre parcel has been previously graded to promote future development. An 8-inch sewer line, within a 20-foot wide easement, and a 48-inch stormwater line runs across the northern and northeastern corner of this parcel.
Water and Sewer Proximity:	An 8-inch City water line runs across the northern and northeastern boundary of this parcel. An 8-inch private water line lies adjacent to the site along Gisbourne Drive. This private line connects to a 16-inch public water line in W. Wendover Avenue.
General Drainage and Watershed:	The site drains in an easterly direction and development is subject to the City Lake General Watershed Area (GWA) requirements. Engineered stormwater treatment measures are required for non-residential and multi-family development with a total impervious surface area greater than 24% of the site.
Overlay Districts:	Eastchester Gateway Corridor Overlay District (per adopted zoning conditions); City Lake General Watershed Area (GWA) and Airport Overlay Area – Zone 4

Adjacent Property Zoning and Current Land Use			
North:	PDM	Planned Development Mixed	Undeveloped
South:	AG CU RS-5	Agricultural District (<i>Guilford County</i>) Conditional Use Residential Single Family-5 District	Single family dwellings
East:	PDM	Planned Development Mixed	Palladium development common area/stormwater control device
West:	PDM	Planned Development Mixed	Retail/commercial uses

Relevant Land Use Policies and Related Zoning History	
Community Growth Vision Statement:	<u>Obj. 3F:</u> 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. <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:	The site has a Mixed Use Development land use designation. This classification provides for the siting of a variety of land uses in close proximity to each other where this is desirable due to existing land use patterns, environmental constraints, the need to preserve open space, the opportunity to provide alternative modes of transit and other factors.
Land Use Plan Goals, Objectives & Policies:	The following objective of the Land Use Plan are relevant to this request: <u>Obj. #11.</u> 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>West Wendover Avenue/Guilford College Road Corridor Plan:</u> The site is located within the boundaries of this corridor plan, which makes several recommendations relevant to this request. This includes maintaining W. Wendover Avenue as a major traffic carrier with restricted vehicular access, especially within 500 feet of a major intersecting street. It also recommends avoiding strip development along W. Wendover Avenue and ensuring a high visual quality in the corridor through development standards and design guidelines.
Zoning History:	In December 2003, a PDM District zoning was granted to facilitate construction of the Palladium mixed use development. The adopted PDM District allowed a combination of commercial, office, and multifamily uses. In December 2012, the PDM District was amended to revised the internal tract boundaries and expanded where retail and industrial uses may be permitted. In 2013, the PDM District was amended again to add 4.45 acres to the northern boundary of the district. This additional land area was used to expand the multifamily section of the development.

Transportation Information				
Adjacent Streets:	Name		Classification	Approx. Frontage
	W. Wendover Avenue		Major Thoroughfare	270 feet
	Gisbourne Drive		Private drive	240 feet
	Brian Jordan Place		Private drive	270 feet
Vehicular Access:	Brian Jordan Place			
Traffic Counts: (Average Daily Trips)	W. Wendover Avenue		29,925 (NCDOT Turning Movement Count 2017)	
	Gisbourne Drive		1,116 (NCDOT Turning Movement Count 2017)	
	Brian Jordan Place		N/A	
Estimated Trip Generation:	Approximately 5,547 total trips for this 1.5 acre parcel			
Traffic Impact Analysis:	Required		Comment	
	<u>Yes</u> X	<u>No</u>	See conditions below	
Conditions:	Below are the Transportation Department comments and recommended conditions pertaining to this amendment request. A. <u>W. Wendover Access:</u> No access shall be allowed. The submitted Transportation Impact Analysis (TIA) showed only 15/17 (AM/PM Peak) Primary Site Trips into the Access 1 location off W. Wendover Avenue. There were 25/33 (AM/PM Peak) Pass-By trip into that access. These low numbers do not create a need for that access point considering: 1. The access point does not meet the approved zoning for the site. Per the zoning, “Two (2) points of access shall be allowed to W. Wendover Avenue. One (1) shall be a right-in/right-out access located approximately 600 feet east of Samet Drive that allows left turns in from W. Wendover via left-over, and one (1) shall be a full access that aligns with existing Gisbourne Avenue. 2. The access point does not meet the City of High Point Driveway Ordinance requirements. Per the ordinance, Major Thoroughfares shall have a 250 feet corner clearance. 3. The access point does not follow the approved W. Wendover Avenue Corridor Plan. The plan was written and approved to protect W. Wendover Avenue as a commuting corridor, to maintain the roadway as a major traffic carrier rather than a local service road. The goal is to minimize the impacts of development on major traffic circulation interchanges and intersections. 4. Immediate turns following traffic signals can create rear end crash problems. As the signal turns green, motorists hit the gas and begin speeding up, not anticipating immediate right turns. It’s a safety issue and a signal timing hindrance. The other outparcels facing W. Wendover Avenue have requested access and have been denied. Allowing this access would set a precedent and open the door for others to follow in getting access along West Wendover Avenue.			

	B. <u>Gisbourne Access:</u> No access shall be allowed. No other access points have been allowed off the stems from W. Wendover Avenue into the developments. This proposed access point can cause backups on W. Wendover Avenue due to vehicles stopping in the stem to try to turn left and enter the property. This type situation also creates “courtesy gaps” which often becomes a high crash location. Attempting to allow a “courtesy gap” on a multi-lane road is not safe. The right turns out of the access point will be by “courtesy gap” during peak hours, which will be unsafe as well and will interfere with the signal timing by hindering the moving traffic. As the remaining vacant northern property develops, this stem allowing only 230 feet of queue length, will most likely not provide enough storage to accommodate the vehicles exiting the property. C. The City of High Point Transportation Director and the North Carolina Department of Transportation shall approve the exact location and design of all access points.
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School District Comment

Not applicable to this zoning case.

Planned Unit Development (PUD) Overview

Planned Unit Development (PUD) Districts are termed “floating districts” by the Development Ordinance, meaning they may be applied anywhere within the City but only pursuant to a specific zoning map amendment request. From 2011 to 2016, PUD districts were reviewed and approved through the conditional zoning process and this application pertains to a PDM District from the former Development Ordinance. Section 1.8.7 of the current Development Ordinance, which became effective on January 1, 2017, allows amendments to this type of PUD District that was adopted under the prior Development Ordinance.

Details of Proposal

The Palladium development is a 74.4-acre PDM District that permits a mixture of commercial, office, industrial and multifamily uses. The applicant is proposing to amend this planned development, specifically as it relates to a 1.5-acre parcel at the eastern portion of this development at the intersection of W. Wendover Avenue and Gisbourne Drive. These proposed changes consist of the following:

A. **To allow an additional access point from W. Wendover Avenue:**

The applicant wants an additional vehicular access point to be permitted to the PDM District, from W. Wendover Avenue, to specifically serve this outparcel.

This is a planned development with an approved master plan. Access was designed to serve the entire Palladium mixed use development with an integrated internal circulation network. There are two approved access points to this Planned Development from W. Wendover Avenue. Both have been installed and they connect directly to the internal vehicular circulation network designed for this PDM District. One is a restricted movement access point at the midpoint of the development. The second is next to the 1.5 acre out parcel associated with this amendment application. It is a full movement, signalized access point, at the intersection of W. Wendover and Gisbourne Drive. Additionally, access can also be gained from the signalized intersection at Samet Drive (public street) and W. Wendover Avenue on the western boundary of the PDM District.

All the outparcels in this development gain access via the private drive network (Brian Jordan Place) that runs behind the outparcels. As this 1.5-acre parcel is a corner lot, a minimum of two access points can be installed to the internal private drive network (Brian Jordan Place and Gisbourn Drive). In addition to these permitted access points, the applicant requests an additional vehicular access point from W. Wendover Avenue that will be separate from the approved internal circulation network to specifically serve this outparcel.

B. Delete requirement for turn lane right-of-way (ROW) dedication:

The applicant wants to remove the previously adopted condition requiring ROW dedication for turn lanes at access points to the site from W. Wendover Avenue.

C. Delete standards as to placement of vehicular service equipment:

The applicant wants to remove the development standard prohibiting airhoses, vacuum pedestals and other outdoor automotive service equipment from being located between the principal building and the W. Wendover Avenue right-of-way. The condition does not prohibit such equipment, rather it states that it cannot be located along the street frontage where it is visible along W. Wendover Avenue. Including this 1.5-acre site, there are currently 11 commercial outparcels on the north side of W. Wendover Avenue between Penny Road and Gisbourne Drive. Nine of these outparcels have been developed, and each were developed in accordance with this development standard.

Staff Analysis

Section 9-3-13 of the Development Ordinance states that the Planning & Zoning Commission and the City Council shall be guided by the purposes and intent of the Development Ordinance and shall give consideration to the following specific PUD Findings and Conditional Zoning Review Factors in its review and discussion of any PUD application.

Based on the applicant's submittal and proposed conditions, as they existed on the date of this report, the Planning and Development Department offers the following comments:

Consistency with Adopted Plans:

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

Staff Comments:

The proposed amendments to the PDM District are not consistent with the relevant planning recommendations for the area. The request to allow an additional access drive is inconsistent with the W. Wendover Avenue/Guilford College Road Corridor Plan, which recommends restricting vehicular access points along the corridor.

In addition, the Community Growth Vision Statement, Land Use Plan, and West Wendover Avenue/Guilford College Road Corridor Plan all recommend preserving the visual quality of key gateway corridors through appropriate design standards. The request to delete the standard as to placement of vehicular service equipment is in direct conflict with these City Council adopted policies.

Review Factors: The applicant's proposed Conditional Zoning District, including the proposed use(s), written conditions and Conditional Zoning Plan, satisfactorily meets or addresses the following:	
<u>Factor #1</u>	Produces a development that is compatible with surrounding development character and land uses; <i>Staff Comments:</i> Development along W. Wendover Avenue is governed by the adopted W. Wendover Avenue/Guilford College Road Corridor Plan. Additionally, this PDM District and other adjacent commercial developments are also governed by the standards of the Eastchester Gateway Corridor Overlay District per their zoning approvals. The corridor plan and zoning approvals have established development and design standards for this area. This proposal seeks to change an established standard for the benefit of one parcel, where other developed parcels along W. Wendover Avenue have meet the design standard.
<u>Factor #2</u>	Minimizes or effectively mitigates any identified adverse impact on adjacent and nearby property, such as that caused by traffic, parking, noise, lighting, trash, loading areas, etc.; <i>Staff Comments:</i> The Transportation Department notes the following ordinance and public safety concerns pertaining to this application: • The requested access point does not meet the City of High Point Driveway Ordinance requirements, nor does it follow the approved W. Wendover Avenue Corridor Plan. • Immediate turns following traffic signals can create rear end crash problems. As the signal turns green, motorists hit the gas and begin speeding up, not anticipating immediate right turns. It's a safety issue and a signal timing hindrance. • Other outparcels facing W. Wendover Avenue have requested direct access and have been denied. Allowing this access would set a precedence and open the door for others to follow which cumulatively will degrade the effeteness of this travel corridor. • It is standard city policy for turn lanes to be located within dedicated public right-of-way. This policy has been consistently applied, especially along W. Wendover Avenue. The purpose of the requirements is to insure that turn lanes are properly maintained, such as potholes repaired, and thus do not cause safety issues.
<u>Factor #3</u>	Minimizes or effectively mitigates any identified adverse environmental impact on water and air resources, minimizes land disturbance, preserves trees and protects habitat; <i>Staff Comments:</i> The proposed changes do not have any environmental impacts.
<u>Factor #4</u>	Minimizes or effectively mitigates any identified adverse impact on municipal facilities and services, such as streets, potable water and wastewater facilities, parks, police and fire; and; <i>Staff Comments:</i> The proposed changes do not have any adverse impacts upon municipal services.

Factor #5	Minimizes or effectively mitigates any identified adverse effect on the use, enjoyment or value of adjacent properties.
	<u>Staff Comments:</u> The prohibition on accessory service equipment being located in front of buildings was established to protect the visual aesthetics along the W. Wendover Avenue corridor. The applicant wants to remove this standard for the subject parcel and has not offered any mitigation measures that would block views of the equipment from W. Wendover Avenue.

<u>Changes in the Area:</u> There have been changes in the type or nature of development in the area of the proposed Conditional Zoning District that support the application.
<u>Staff Comments:</u> This area has developed under higher architectural and development standards. There have been no changes in this area to support the removal of these standards for the subject parcel.

<u>Development Patterns:</u> The proposed Conditional Zoning District would result in development that promotes a logical, preferred and orderly development pattern.
<u>Staff Comments:</u> Development in this area began in 1999 with the annexation and zoning approval of approximately 76 acres bounded by Eastchester Drive, Penny Road and W. Wendover Avenue for a commercial and office development known as the Shoppes at Deep River. Approximately 42 acres between Penny Road and the current Samet Drive were zoned for commercial uses, consisting of a grocery store and multiple outparcels lining the perimeter of the development. The 34 acres lying east of Samet Drive (current Palladium Development) were zoned for high intensity office uses. As a part of this 1999 zoning approval, development standards were implemented to establish the character of the area and to protect W. Wendover and Eastchester Drive as major commuter corridors. These standards included: • limiting access to those points connected to internal private drive circulation system; • requiring turn lanes at all access point to W. Wendover Avenue and Eastchester Drive; and • restricting the type of exterior activities permitted between the perimeter thoroughfare roads and buildings. Air hoes, vacuum pedestals, and other outdoor automotive equipment were not permitted between building and W. Wendover Avenue. In 2003, a new zoning application was submitted for that portion of this former zoning approval lying east of Samet Drive. This new application changed the previous office zoning to a PDM District to allow construction of the Palladium Development mixed use development. This new PDM District continued the standards established for W. Wendover Avenue. This amendment seeks to change these long-standing development standards established through City Council adopted policy and zoning approvals for this area. Allowing an individual parcel access to a perimeter major thoroughfare street and removing standards pertaining to outdoor automotive equipment does not promote the preferred and orderly development pattern that has been established in this area since 1999.

PUD FINDINGS

As an additional framework for review of planned unit development proposals, the City has established specific findings, in addition to those normally required for a conditional zoning district, that must be made for approval of a PUD. These findings help ensure that the proposed development will be constructed as a cohesive, unified project; that it will utilize an efficient, attractive, and environmentally sensitive design; and that it will generally be of a higher quality than otherwise required by the application of conventional the Development Ordinance zoning district regulations.

Applications for Planned Unit Development Districts shall be approved only if all of the following findings are made:

1. That application of planned unit development requirements to the property will produce a development of equal or higher quality than otherwise required by the strict application of conventional regulations of districts designated by the adopted Land Use Plan;
2. That application of planned unit development requirements to the property will encourage innovative arrangement of buildings and open spaces to provide efficient, attractive, flexible, and environmentally sensitive design;
3. That application of planned unit development requirements to the property will produce a development functioning as a cohesive, unified project and;
4. That application of planned unit development requirements to the property will not substantially injure or damage the use, value, and enjoyment of surrounding property nor hinder or prevent the development of surrounding property in accordance with the adopted plans and policies of the City.

Staff Comments:

- ❖ This PDM District was granted zoning approval based on a master plan that included an integrated vehicular circulation system and design standards that were higher than conventional development. The requested changes would allow an individual parcel to have direct driveway access from W. Wendover Avenue, which is inconsistent with other parcels in the PDM District and contradictory to previous access requests on W. Wendover Avenue. Additionally, the changes would allow service equipment and facilities to be visible from the W. Wendover Avenue, which is inconsistent with the PDM development and other development along W. Wendover Avenue in the City.
- ❖ Based upon the Transportation Department's statement, traffic safety would be impacted based upon the design and location of the requested access drive to W. Wendover Avenue.
- ❖ The Shoppes at Deep River and the PDM development were approved with the same standards governing the location of service equipment and facilities. And, nine of the outparcels fronting W. Wendover Avenue in the immediate area developed under these standards. Additional development is expected on the two remaining parcels along the north side of W. Wendover Avenue as well as the undeveloped area on the south sided of W. Wendover Avenue. A change to allow this equipment to be visible from W. Wendover Avenue could impact the character of future development.
- ❖ The requested changes are not in keeping with a cohesive, unified development, will impact traffic safety, and will not result in producing a development unlike other conventional commercial development found elsewhere. It also conflicts with the Community Growth Vision, Land Use Plan, and the W. Wendover Avenue/Guilford College Road Corridor Plan policies as they pertain to enhancing the aesthetic appearance of the City's major gateway corridors.

Reasonableness/Public Interest:

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

Staff Comments:

In this case, staff suggests that the denial of the applicant's request is reasonable and in the public interest because:

- 1) The request is inconsistent with the City Council adopted W. Wendover Avenue Corridor Plan and Objective #11 in the adopted Land Use Plan that seek to enhance the aesthetic appearance of W. Wendover Avenue, which is a major gateway street and travel corridor;
- 2) Allowing a driveway access to an individual parcel on W. Wendover Avenue and allowing service equipment to be visible along W. Wendover Avenue is inconsistent with previous zoning district approvals for properties along W. Wendover Avenue;
- 3) The subject parcel has sufficient vehicular access and visibility from W. Wendover Avenue under the current PDM development standards; the requested access is inconsistent with the City's driveway standards and will impact traffic safety; and
- 4) The request will produce a commercial development on the subject parcel that is inconsistent with the existing commercial developments along W. Wendover Avenue and which could impact the character of development in the area given that additional commercial development is expected.

Recommendation

Staff Recommends Denial:

Staff recommends denial of the amendment to have an individual access point to this single parcel, denial to delete the requirement for dedication of right-of-way for turn lanes, and denial to remove the design standards for the location of service equipment.

Required Action

Planning and Zoning Commission:

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

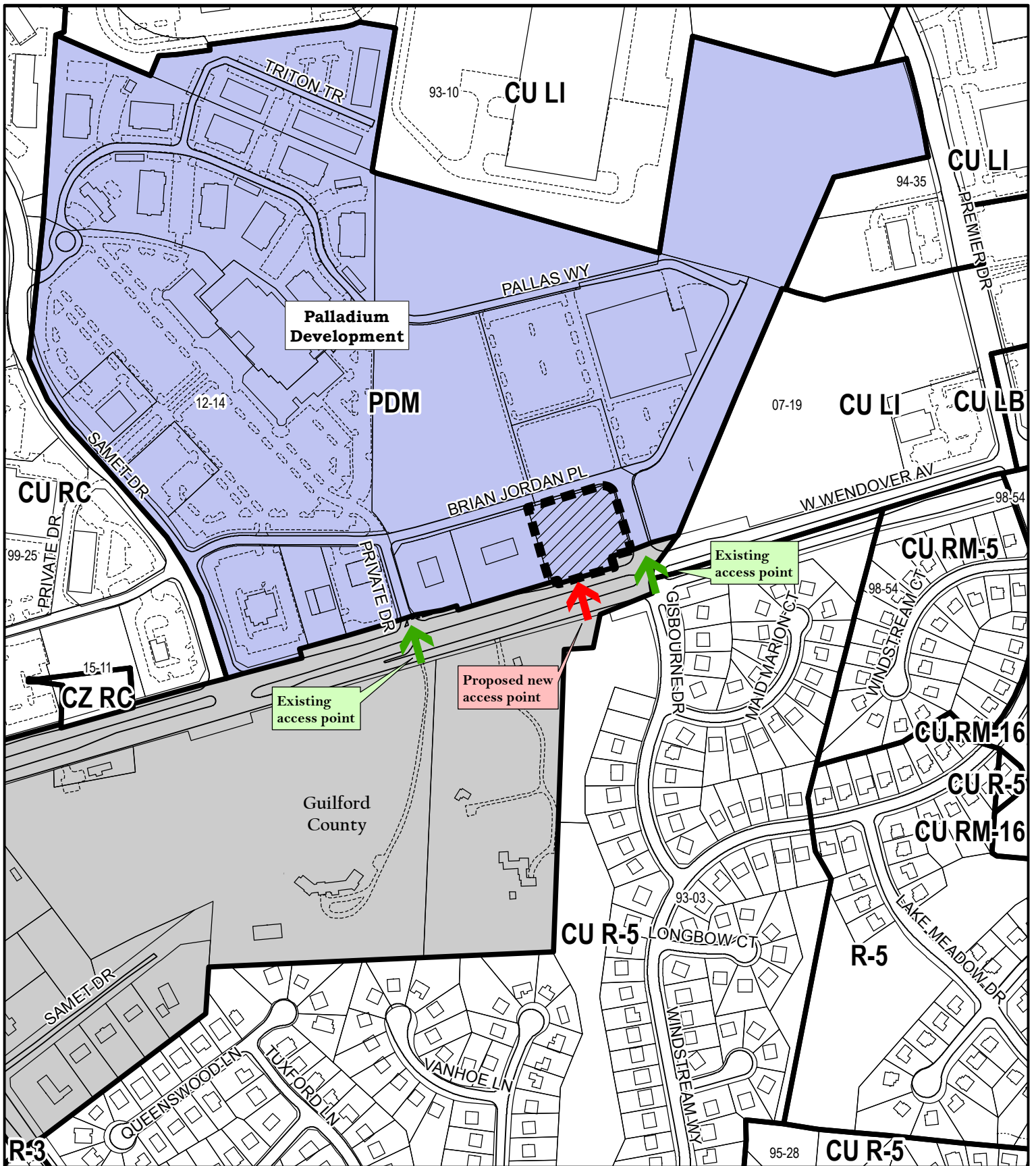
City Council:

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

Report Preparation

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

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2017/pz/za17-12.mxd



ZONING MAP AMENDMENT ZA-17-12

**From: Planned Unit Development Mixed
To: Planned Unit Development Mixed**

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

**Planning & Development
Department**

City of High Point

Date: July 25, 2017

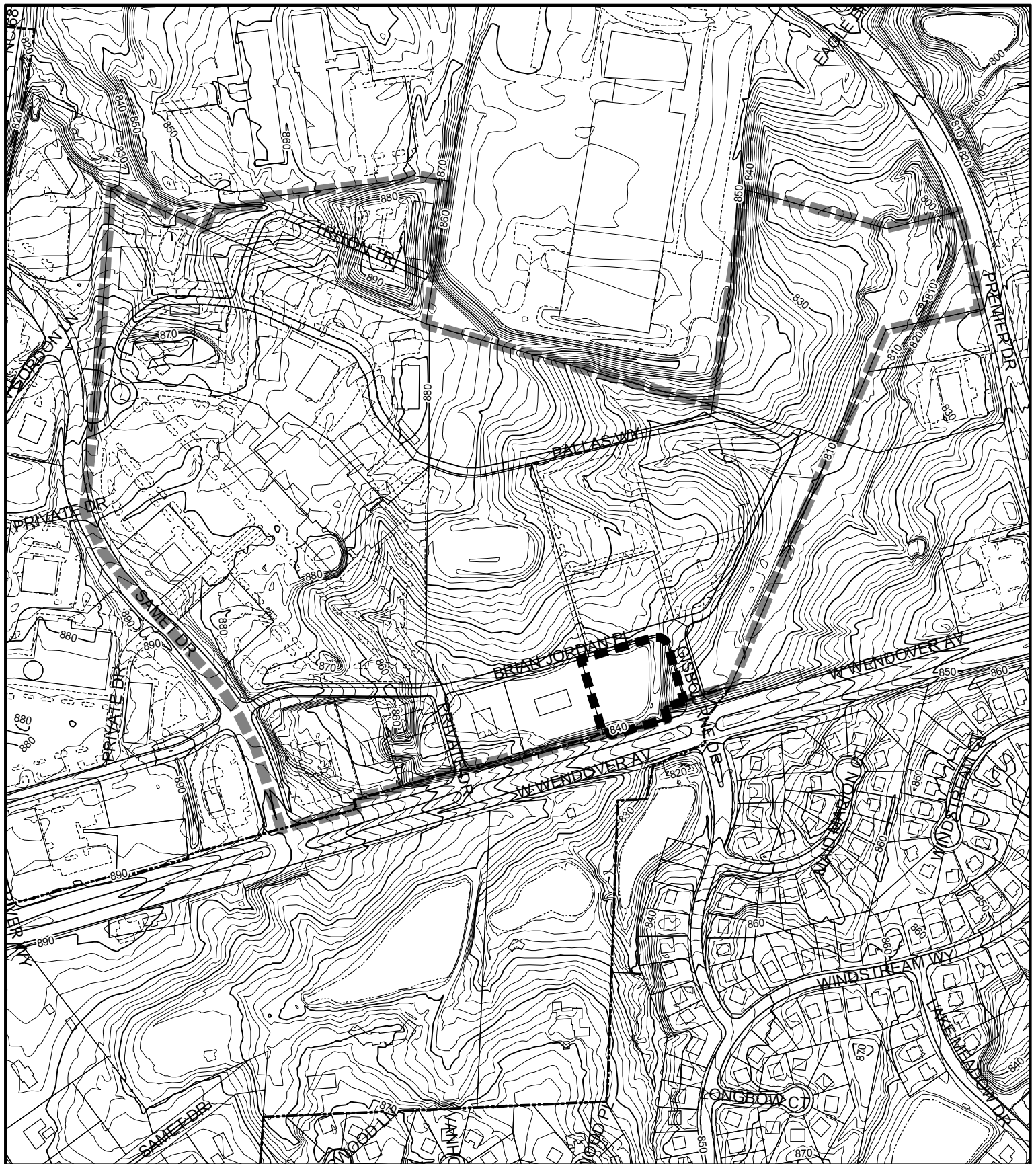


Scale: 1"=400'

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ZONING MAP AMENDMENT ZA-17-12

The map shows an aerial view of a suburban area with various streets and land parcels. A dashed white line outlines the boundary of the zoning map amendment. The area within the boundary includes a large commercial/industrial site with a large white building and parking lot, and surrounding residential areas. The streets shown include Triton Tr, Pallas Wy, Brian Jordan Pl, Private Dr, W Wendover Av, and others. The map also shows a golf course and several ponds.



ZONING MAP AMENDMENT ZA-17-12

Topography

Subject Property Boundary - - - - -

Planning & Development
Department

City of High Point

Date: July 25, 2017



Scale: 1"=400'

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

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

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on August 22, 2017 and before the City Council of the City of High Point on September 18, 2017 regarding **Zoning Case 17-14 (formerly known as ZA-12-14)** a proposed amendment to the Official Zoning Map of the “City of High Point Development Ordinance”;

WHEREAS, notice of the public hearings was published in the High Point Enterprise on July 16, 2017, for the Planning and Zoning Commission public hearing and on September 7, 2017 and September 13, 2017, for the City Council public hearing pursuant to Chapter 160A-364 of the General Statutes of North Carolina; and

WHEREAS, the proposed amendment was adopted by the City Council of the City of High Point on _____.

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

SECTION 1

That the Official Zoning Map of the City of High Point be amended to establish the following described area as: A **Planned Unit Development Mixed (PDM) District**. The property is approximately 74.4 acres lying at the northeast corner of W. Wendover Avenue and Samet Drive, between Samet Drive and Premier Drive. The property is also known as Guilford County Tax Parcels Guilford County Tax Parcels 0209695, 0212263, 0212284, 0218575 and 0212274 thru 0212280 and a portion of Guilford County tax parcel 0209703 as described below:

BEING A PORTION OF LOT 3-B OF PIEDMONT CENTRE SECTION X – PHASE 2, AS SHOWN ON PLAT BOOK 172 PAGE 102 OF THE GUILFORD COUNTY REGISTRY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERN PROPERTY LINE OF THE PALLADIUM PARK APARTMENTS(NOW OR FORMERLY) AS RECORDED IN PLAT BOOK 161, PAGE 58 IN THE GUILFORD COUNTY REGISTER OF DEEDS OFFICE, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE FASTENAL COMPANY (NOW OR FORMERLY) RECORDED IN PLAT BOOK 112, PAGE 67 OF THE GUILFORD COUNTY REGISTER OF DEEDS OFFICE, SAID POINT OF BEGINNING BEING LOCATED S 11° 51’ 05” W 1135.47 FEET FROM THE NORTHEAST CORNER OF LOT 3-B, SECTION X – PHASE 2 OF PIEDMONT CENTRE AS RECORDED IN PLAT BOOK 172, PAGE 102 IN THE GUILFORD COUNTY REGISTER OF DEEDS OFFICE, THENCE ALONG SAID NORTHERN PROPERTY LINE OF THE PALLADIUM PARK APARTMENTS N 64° 03’ 51” W 745.27 FEET TO A POINT, THENCE N 25° 56’ 09” E 67.00 FEET TO A POINT, THENCE

ON A CURVE TO THE LEFT AND HAVING A CHORD BEARING AND DISTANCE OF N88° 28' 49" E 61.35 FEET AND A RADIUS OF 1017.47 FEET TO A POINT; THENCE N 85°18' 05" E 97.86 FEET TO A POINT ; THENCE N 04°41' 55" W 18.50 FEET TO A POINT, SAID POINT BEING AN EXISTING CORNER OF LOTS 3-A AND 3-B OF PIEDMONT CENTRE SECTION X – PHASE 2; THENCE WITH LOT 3-A, N 85° 18' 05" E 402.11 FEET TO A POINT; THENCE WITH LOT 3-A, ON A CURVE TO THE LEFT AND HAVING A CHORD BEARING AND DISTANCE OF N 77° 34' 53" E 66.59 FEET AND A RADIUS OF 247.87 FEET TO A POINT; THENCE S 78° 08' 55" E 112.18 FEET TO A POINT, SAID POINT BEING IN THE WESTERN PROPERTY LINE OF FASTENAL COMPANY (NOW OR FORMERLY) AS RECORDED IN PLAT BOOK 112, PAGE 67 OF THE GUILFORD COUNTY REGISTER OF DEEDS OFFICE, THENCE ALONG SAID PROPERTY LINE S 11° 51' 05" E 448.07 FEET TO THE POINT AND PLACE OF BEGINNING. CONTAINING 4.45 ACRES MORE OR LESS, ACCORDING TO A MAP PREPARED BY CPT ENGINEERING. DATED 03-12-13.

SECTION 2

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

Part I. USES:

- A. Uses permitted by this Conditional Zoning Ordinance are permitted as allowed by Table 4-7-1 of the Development Ordinance. All uses shall be subject to development standards, Special Use Permit public hearing approval or additional standards as noted in Table 4-7-1. Except as provided for by this Planned Unit Development-Mixed (PDM) District, development shall be subject to all of the applicable standards, procedures, and regulation of the City of High Point Development Ordinance (including watershed regulation and airport overlay standards).
- B. The following land uses shall be permitted within the individual tracts of the Planned Unit Development subject to the development and dimensional requirements of the Development Ordinance, the approved Planned Unit Development Sketch Plan and the specific conditions listed in this Permit.
 1. Tract A: Any of the land uses allowed in the Shopping Center District (SC) and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the SC District and the specific conditions listed herein.
 2. Tract B: Any of the land uses allowed in the General Office High Intensity District (GO-H) and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the GO-H District and the specific conditions listed herein.
 3. Tract C:
 - a. Any of the land uses allowed in the Shopping Center (SC) District and their customary accessory uses shall be permitted, subject to the development and

dimensional requirements of the SC District and the specific conditions listed herein; or

- b. Any of the land uses allowed in the General Office High Intensity (GO-H) District (GO-H) District and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the GO-H District and the specific conditions listed herein.
4. Tract D:
 - a. Any of the land uses allowed in the Shopping Center (SC) District and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the SC District and the specific conditions listed herein; or
 - b. Any of the land uses allowed in the General Office High Intensity (GO-H) District (GO-H) District and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the GO-H District and the specific conditions listed herein.
 5. Tract E: Any of the land uses allowed in the Shopping Center (SC) District and their customary accessory uses shall be permitted subject to the development and dimensional requirements of the SC District and the specific conditions listed herein.
 6. Tract F:
 - a. Any of the land uses allowed in the Shopping Center (SC) District and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the SC District and the specific conditions listed herein; or
 - b. Any of the land uses allowed in the Light Industrial (LI) District and their customary accessory uses shall be permitted subject to the specific conditions listed herein. Development within this tract shall be subject to the development and dimensional requirements of the Corporate Park (CP) District of the Development Ordinance, except the maximum permitted building coverage shall be sixty percent (60%) as allowed in the Light Industrial (LI) District; or
 - c. Any of the land uses allowed in the General Office High Intensity (GO-H) District (GO-H) District and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the GO-H District and the specific conditions listed herein.

Part II. CONDITIONS:

- A. Prohibited Uses: Within 250 feet of the W. Wendover Avenue right-of-way or upon any lot abutting W. Wendover Avenue right-of-ways, the following land uses shall be prohibited:

Recreational Uses:

1. Bingo Games
2. Golf Courses, miniature

3. Skating Rinks

Educational & Institutional Uses:

1. Auditoriums, Coliseums, or Stadiums

Business, Professional & Personal Service Uses:

1. Laundromats, Coin-Operated
2. Television, Radio or Electronic Repairs (principal use)

Retail Trade Uses:

1. Building Supply Sales (with storage yard)
2. Services Stations, Gasoline

Other Uses:

1. Storage Trailers (accessory uses)
2. Demolition Debris Landfills, Minor

B. Prohibited Uses within in individual tracts:

1. The following GO-H District uses shall be prohibited in Tracts C, D and F
 - a. Boarding and Rooming Houses (9 or less)
 - b. Boarding and Rooming Houses (10 or more)
 - c. Group Care Facilities
 - d. Private Dormitories
 - e. Shelters for the Homeless
 - f. Shelters, Temporary
 - g. Single Family Detached Dwellings

2. The following LI District uses shall be prohibited in Tract F

- a. All Residential Uses
- b. Recreational Uses
 - 1). Amusement or Water Parks, Fairgrounds
 - 2). Bating cages
 - 3). Go-cart Raceways
 - 4). Golf Course, Miniature
 - 5). Golf Course
 - 6). Golf Driving Ranges
- c. Business, Professional, and Personal Services Uses:
 - 1). Automobile Rental or Leasing
 - 2). Automobile Repair Services, Major
 - 3). Automobile Repair Services, Minor
 - 4). Automobile Towing and Storage Services
 - 5). Boat Repairs
 - 6). Car Washes
 - 7). Equipment Rental & leasing (with outside storage)
 - 8). Equipment Repair, Light
 - 9). Hotels or Motels
 - 10). Kennels or Pet Grooming Services

- 11). Laundry and Dry Cleaning substations
 - 12). Truck Driving Schools
 - 13). Truck & Utility Trailer Rental & Leasing, light
 - 14). Truck & Utility Trailer Rental & Leasing, heavy
- d. Retail Trade Uses:
- 1). Boat Sales
 - 2). Building Supply Sales (with storage yard)
 - 3). Bulky Item Outdoor Sales
 - 4). Convenience Stores (with gasoline pumps)
 - 5). Convenience Stores (without gasoline pumps)
 - 6). Fuel Oil Sales
 - 7). Manufactured Home Sales
 - 8). Motor Vehicle Sales (new and used)
 - 9). Motorcycle Sales
 - 10). Recreational Vehicle Sales
 - 11). Service Station, Gasoline
 - 12). Tire Sales
 - 13). Truck Stops
- e. Wholesale Trade Uses
- 1). Farm supplies (other) (Ref. SIC 5191)
 - 2). Forest products (Ref. SIC 5099)
 - 3). Lumber and millwork (Ref. SIC 5031)
 - 4). Lumber and other construction materials (Ref. SIC 5030)
 - 5). Motor vehicles (Ref. SIC 5012)
- f. Transportation, Warehousing & Utilities:
- 1). Demolitions Debris Landfills, Minor
 - 2). Heliports
 - 3). Moving and storage services
 - 4). Recycling processing centers
 - 5). Taxi terminals)
 - 6). Transportation, Warehousing & Utilities
 - 7). Trucking or freight terminals
 - 8). Utility equipment and storage yards
- g. Manufacturing and Industrial Uses
- 1). Fats and oils plant
 - 2). Manufacturing of manufactured housing and wood buildings
 - 3). Motorcycle assembly
- h. Other Uses
- 1). Storage Trailers (accessory)
 - 2). Storage trailers as a principal use

C. Development & Dimensional Standards:

1. Tract A & E

- a. Drive-through/service windows and menu boards shall not be permitted between the principal building and the street right-of-way along the West Wendover and Samet Drive street frontage.
- b. Any use with gasoline pumps shall be designed so that the canopy and the gasoline pumps are no closer to the W. Wendover Avenue street right-of-way than the front façade of the principal building.
- c. Automobile bays shall not face West Wendover Avenue. Furthermore, air hoses, vacuum pedestals and other outdoor automobile service equipment shall not be located between the principle building and the West Wendover Avenue right-of-way.

2. Tract B

- a. In addition to the development and dimensional requirements of the GO-H District, Section 9-4-11(b)4b.1&2 of the Development Ordinance, is not required for Tract B, and instead the minimum distance between multifamily residential buildings shall be fifteen (15) feet.

3. Tracts C and D and F

- a. If developed as multifamily residential, then the dimensional requirements for multifamily residential under the GO-H District shall apply, with exception to Section 9-4-11(b)4b.1&2 of the Development Ordinance is not required, and the minimum building separation between multifamily residential buildings shall be fifteen (15) feet.
- b. If developed as SC District uses, then the minimum 20,000 square foot lot size requirement shall not apply.

D. Architectural Design:

1. Tracts A and E shall be subject to the architectural requirements of the Eastchester Scenic Overlay District, Section 9-4-4(c)(4)(e), (Architecture), of the Development Ordinance.
2. The exterior colors of all principal and accessory structures shall be of low reflectance, subtle, neutral or earth tone. The use of high intensity colors, metallic colors, or fluorescent colors is prohibited. Building trim and accent areas may feature brighter colors including primary colors. Neon tubing shall not be permitted for building trim or accent elements.
3. Metal and vertical sided buildings shall be prohibited on the rezoning site.

E. Landscaping, Buffering & Screening:

1. Tract A and Tract E shall be subject to the landscaping requirements of the Eastchester Scenic Overlay District, section 9-4-4(c)(4)(c), (Landscaping) and Table 4-4-1 (Penny Road north to Gallimore Dairy Road), of the Development Ordinance for W. Wendover Avenue, except that the minimum street yard width along W. Wendover Avenue shall be twenty (20) feet.

2. A minimum eight (8) foot wide street yard planted at a type C planting yard rate shall be established along the Samet Drive street frontage.
3. A minimum five (5) foot wide Type D planting yard shall be provided adjacent to Guilford County Tax Parcels 0209694 (4110 Premier Drive) and 0209702 (4350 Premier Drive).
4. Parking lot landscaping shall be provided within and adjacent to parking areas designed to shade and improve the attractiveness of large areas of pavement. Parking lot canopy trees required at a rate of one (1) canopy tree per twelve (12) parking spaces.
5. Dumpsters shall be screened as required by Section 9-5-1(d)(2) of the Development Ordinance.
6. At the tract boundary line between residential and non-residential uses a minimum Type D planting yard shall be installed.

F. Transportation:

1. Right-of-way: Where turn lanes are required along Wendover Avenue, an additional 12 feet of right-of-way shall be dedicated from the new back of curb or the new edge of pavement of the turn lane, if required by the High Point Transportation Department or the North Carolina Department of Transportation (NCDOT).
2. Vehicular Access: The property shall have access to public streets as follows:
 - a. W. Wendover Avenue: ~~Two (2)~~ **Three (3)** points of access shall be allowed to W. Wendover Avenue. One (1) shall be a right-in/right-out access located approximately 600 feet east of Samet Drive that allows left turns in from W. Wendover via left-over, and one (1) shall be a full access that aligns with existing Gisbourne Drive, **and one (1) shall be a right-in maneuver from W. Wendover Avenue.**
 - b. Samet Drive: Three (3) points of access shall be allowed to Samet Drive. One (1) shall align with Brian Jordan Place; one (1) shall align with the driveway to the Food Lion; and one (1) shall align with John Gordon lane.
 - c. Premier Drive: One (1) point of access shall be allowed to Premier Drive. Unless vehicular access from the rezoning site to Premier Drive is provided via a public street, the development's traffic circulation system shall be designed to discourage through traffic movements from Samet Drive and W. Wendover Avenue to Premier Drive.
3. Road Improvements:
 - a. A traffic control device shall be installed on Samet Drive at the main access to the theater when warranted.
 - b. Dual left turn lanes shall be provided on eastbound W. Wendover Avenue into Samet Drive and from southbound Samet Drive onto W. Wendover Avenue.
 - c. An additional lane will be required on Samet Drive to accept traffic from the eastbound dual left turn lane from W. Wendover Avenue. This lane shall not end before the entrance to the theater.

- d. A left-over from W. Wendover Avenue into the proposed driveway between Samet Drive and Gisbourne Drive must be approved by the NCDOT. If allowed this left-over will require the installation of a left turn lane along W. Wendover Avenue. Also, a right turn lane shall be required at the access point on W. Wendover Avenue into the site.
- e. The developer shall provide a southbound right turn lane at the access point on Premier Drive.
- f. The developer shall provide a westbound right turn lane on Wendover Avenue at the access point opposite Gisbourne Drive.
- g. The developer shall be responsible for a new traffic signal at the intersection of Wendover Avenue and Gisbourne Drive when warranted. As part of the signal installation, the developer will be responsible for connecting the signal to the City of High Point Signal System.
- h. An additional eastbound left turn lane and the traffic signal at the intersection of Gisbourne Drive and Wendover Avenue must be constructed prior to the issuance of Certificate of Occupancy for any building(s) or addition(s) that individually or collectively exceeds a 65,000 sq. ft on tracts D & E or at the request of City of High Point, whichever occurs first.

4. Pedestrian Access:

- a. The developer shall install a sidewalk on the east side of Samet Drive along the property frontage.
- b. A pedestrian access system shall be provided so as to provide safe and convenient pedestrian access to recreational areas for all dwelling units.
- c. A pedestrian access plan for the entire rezoning site shall be submitted for review and approval by the City of High Point Technical Review Committee. This plan shall be submitted as a part of the Preliminary Plat approval process.
- d. Once 50% of a tract's land area is developed or 50% of the tract's dwelling units are constructed, whichever occurs first, the required pedestrian access shall be required to be installed.
- e. In the event pedestrian trails (not including sidewalks in ROW) are used, they shall consist of all weather surface material. Trails and walkways shall be no less than five (5) feet in width. The location of all trails shall be indicated on plans submitted for approval.

- 5. The City of High Point Director of Transportation and the NCDOT shall approve all construction and improvements.

G. Parking: Parking shall be subject to the requirements of the Development Ordinance.

H. Subdivision: All parcels within the rezoning site shall be subject to the subdivision regulations of the Development Ordinance and a preliminary subdivision plat shall be prepared and approved prior to development and land division.

I. Signs:

- 1. Tract A and that portion of Tract E, lying between West Wendover Avenue and the Private Drive (as depicted on PUD Master Plan) shall be subject to the-signage

- requirements of the Eastchester Scenic Overlay District, Section 9-4-4(c)(4)(d), (Signage), of the Development Ordinance.
2. The location of signage on the rezoning site shall conform to the approved common signage plan. All other signage issues shall be subject to the requirements of the Development Ordinance.
 3. Common signage plan for the Planned Unit Development shall be submitted and approved prior to preliminary subdivision approval, group development plan approval or site plan approval. This plan may include the allowance of two Development Identification Signs, as allowed by the SC District in Table 5-16-2, one at the intersection of W. Wendover Avenue and Samet Drive and one at the W. Wendover Avenue entrance lying opposite Gisbourne Drive.
 4. Specifications of size, type, height, setback, location, design, illumination, and number of signs shall be included in a Common Sign Plan element in accordance with Section 9-4-3(a)(3)g. of the Development Ordinance.
- J. The rezoning site is subject to Section 9-4-3(a)(3) & (5) (*Planned Unit Development Requirements - Development Standards*) of the Development Ordinance as it pertains to dimensional standards, access, commercial areas, alleys, local street design, boundary treatment, signs, parking, environmental sensitive areas, open space and common recreational facilities, phased development, and owners' associations.

SECTION 3

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

SECTION 4

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

SECTION 5

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

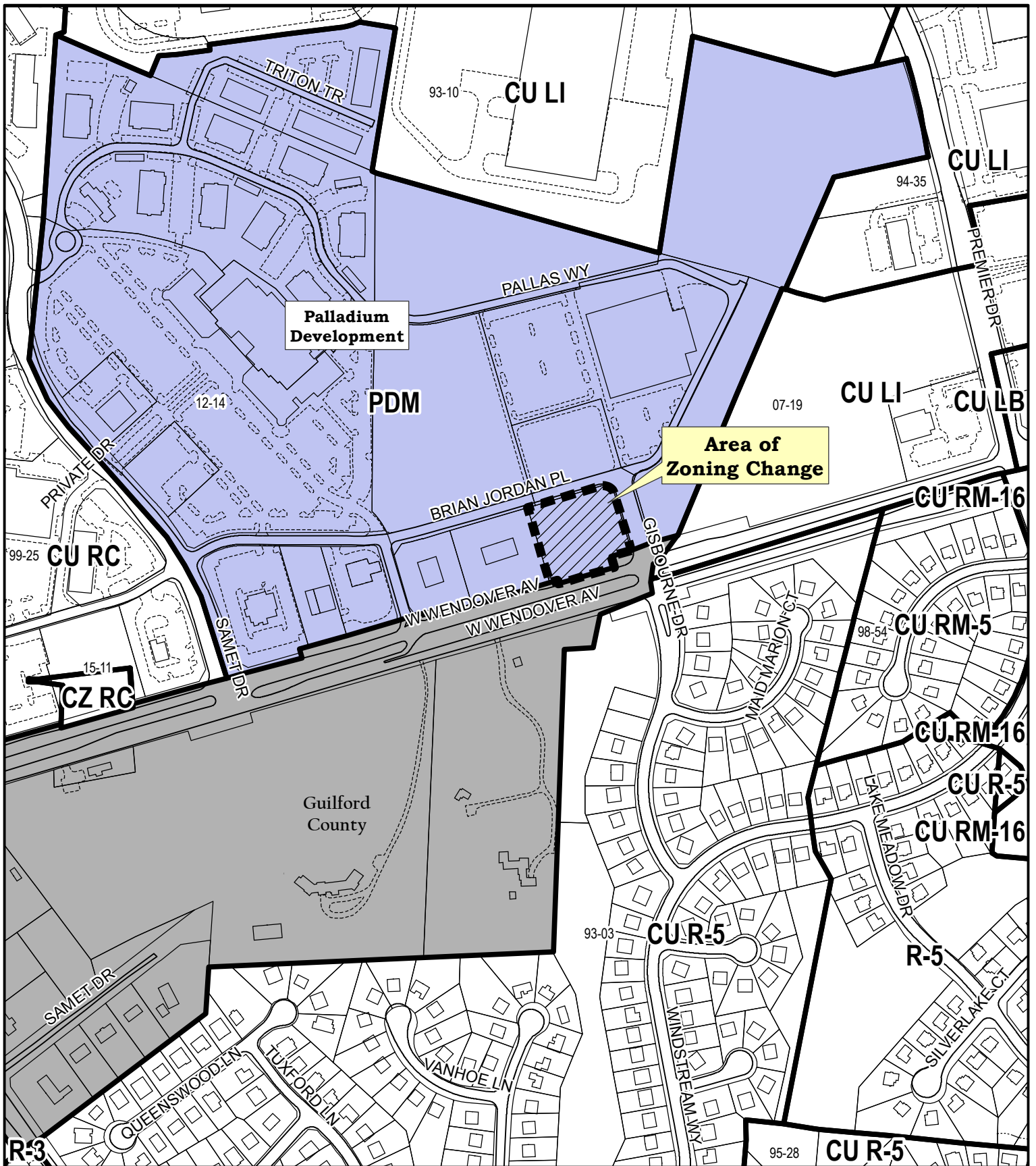
SECTION 6.

This ordinance shall become effective upon the date of adoption.

18th day of March, 2013.

Lisa B. Vierling, City Clerk

Conditional Zoning Case 17-12 Supplemental Information	
Initial Zoning Application (ZA-12-14)	Adopted November 19, 2012 (Ordinance # 6963/12-79)
Amendment #1 (March 2013)	Adopted March 18, 2013 (Ordinance # 6985/13-17)



ZONING MAP AMENDMENT ZA-17-12

From: Planned Unit Development Mixed
To: Planned Unit Development Mixed

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

**Planning & Development
 Department**

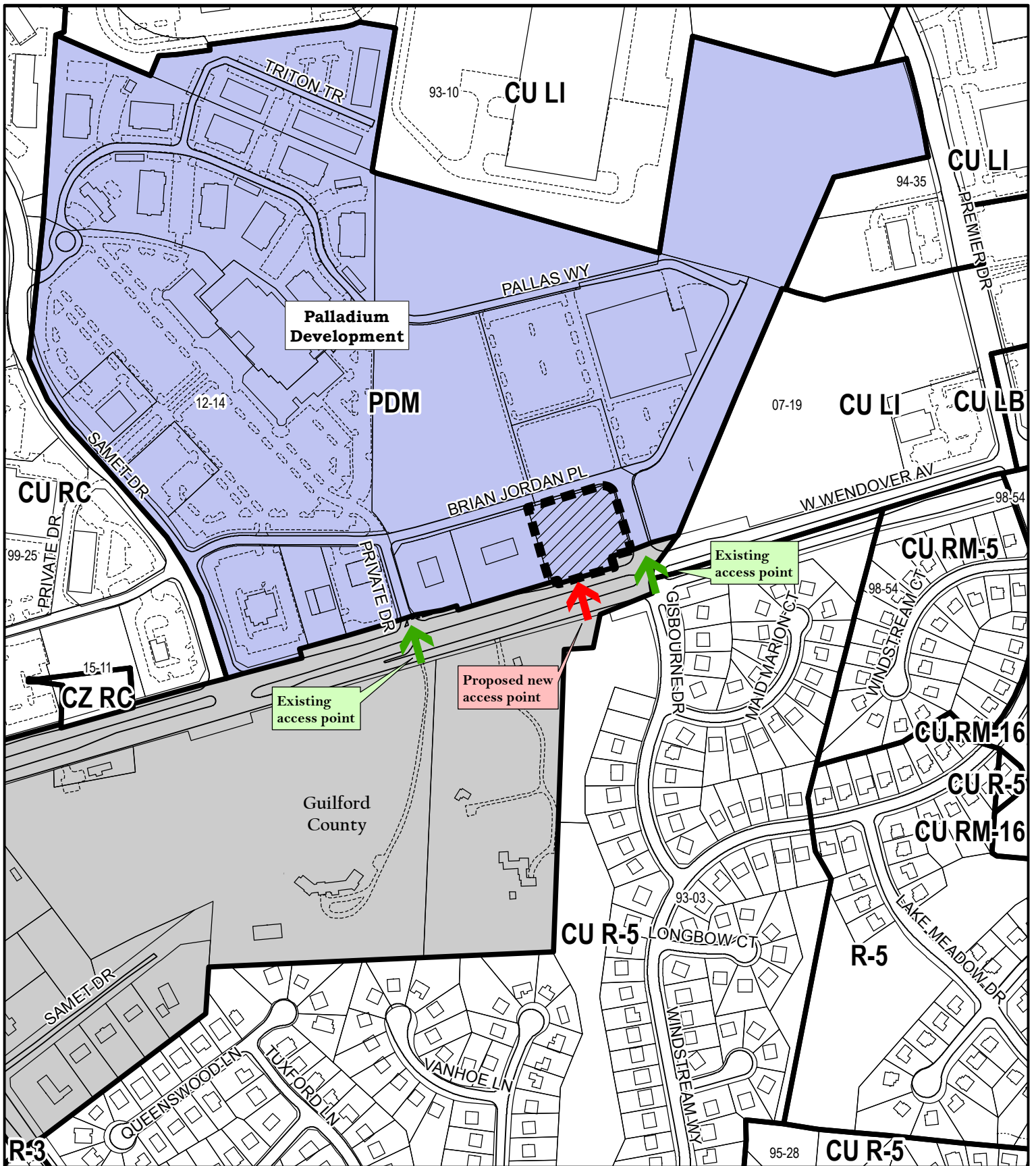
City of High Point

Date: June 23, 2017



Scale: 1"=400'

G:/Planning/Secure/ba-pz/
 2017/pz/za17-12.mxd



ZONING MAP AMENDMENT ZA-17-12

**From: Planned Unit Development Mixed
To: Planned Unit Development Mixed**

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

**Planning & Development
Department**

City of High Point

Date: July 25, 2017



Scale: 1"=400'

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2017/pz/za17-12AP.mxd

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.

VICKIE EMBRY

From: VICKIE EMBRY
Sent: Wednesday, March 08, 2017 3:57 PM
To: 'Royal Hinshaw'
Cc: GREG VENABLE
Subject: TIA for Paladium

Royal,

We have reviewed the submitted TIA for the Palladium Lot W-5. For Site Access 1 you have shown Primary Trips 15/17 and Pass-By Site Trips 25/33 for the Peak Hours. Based on these assumed numbers, we would do not see a need for this access.

This access point does not meet the required zoning for the development, does not follow the Wendover Corridor Plan and does not meet the Driveway Ordinance.

If you have any questions, please give us a call.

Vickie

Vickie Embry
P.E.



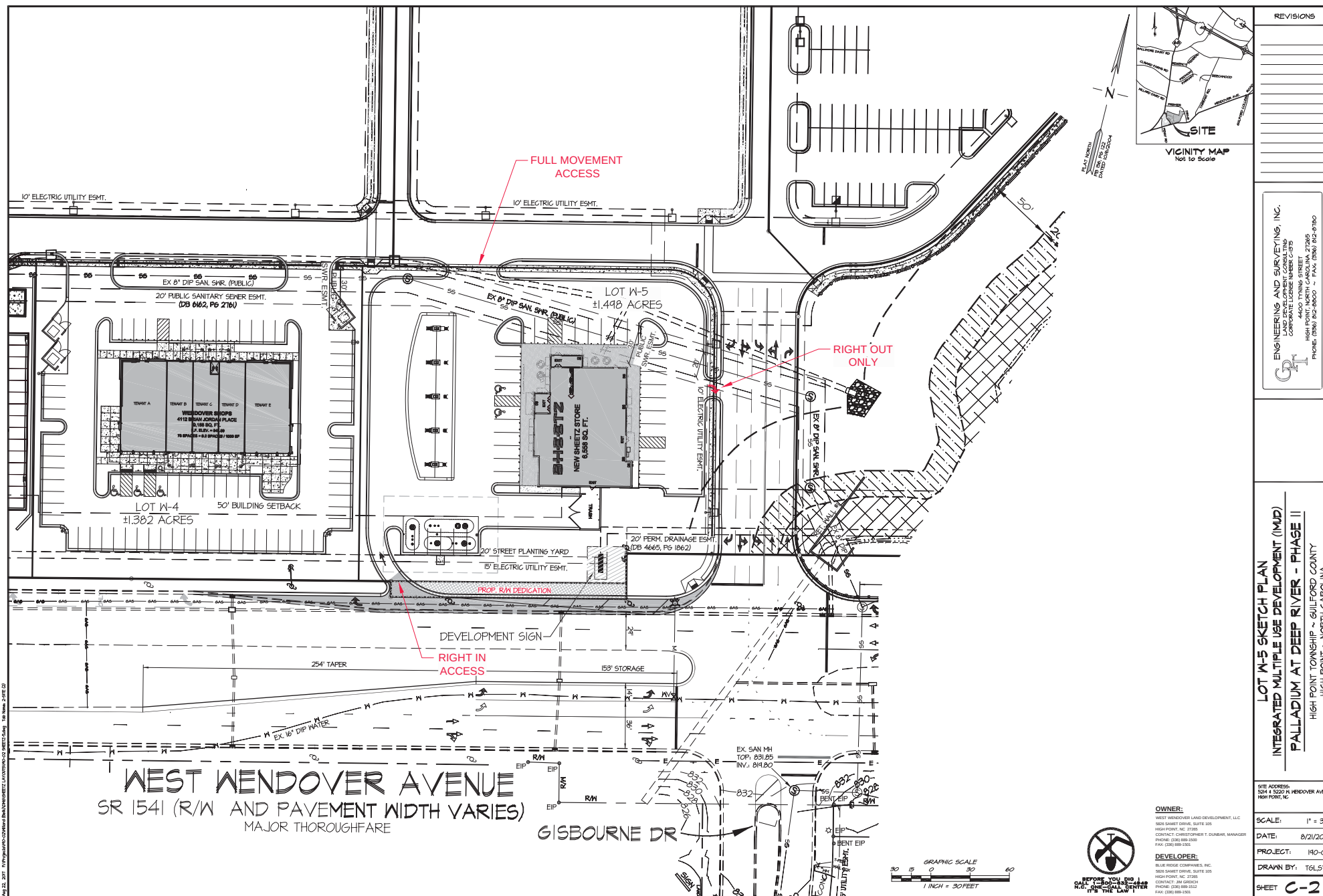
CITY OF HIGH POINT
Transportation Engineer

211 S Hamilton, Room 210 | High Point, NC 27260
336.883.3229 | fax: 336.883.8568

vickie.embry@highpointnc.gov | www.highpointnc.gov

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PAT McCrory
Governor

NICHOLAS J. TENNYSON
Secretary

August 4, 2016

Mr. Mike Fox
Attorney at Law
Tuggle Duggins P.A.
P. O. Box 2888
Greensboro, NC 27402

Dear Mike:

This is to advise that based on the information provided, and also based on our current Driveway Policy, NCDOT would be agreeable to a right in only deceleration lane, from westbound Wendover Ave., to the proposed Sheetz development, at the Palladium development. This approval does not pertain to any other driveway access into, or out of, this property.

However, and as you are aware, since this proposed site is located within the City of High Point, any request for a Driveway Permit must be jointly reviewed, and approved, by both governmental entities, with compliance to the usually more restrictive local ordinance.

Therefore, even though this requested right in only deceleration lane does meet NCDOT's Driveway policy, you will need to have this reviewed by the City of High Point to ensure that it meets their City driveway ordinance, the Wendover Corridor Plan that was adopted by the City of High Point in 1995 and any current zoning restrictions.

If you have any questions, please do not hesitate to let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'J.M. Mills'.

J.M. Mills, PE
Division Engineer

JMM/jm

Cc: Mr. Bobby Norris

The logo for 'Nothing Compares', featuring a stylized mountain range graphic to the left of the text 'Nothing Compares' with a small 'SM' trademark symbol.

Nothing ComparesSM



Transportation Impact Analysis

Palladium Lot W-5 Development High Point, NC

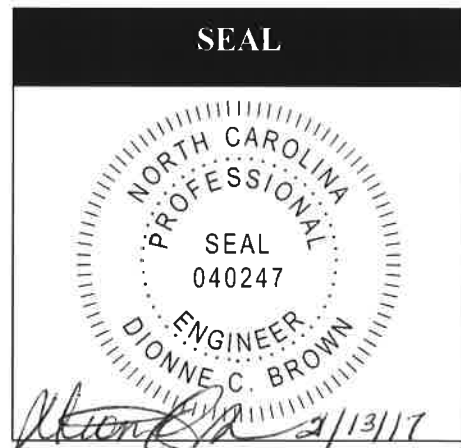
Prepared for Blue Ridge Companies
January 31, 2017

Analysis by: Dionne C. Brown, P.E.

Drafting/Graphics by: Dionne C. Brown, P.E.

Reviewed by: F. Royal Hinshaw, P.E.

Sealed by: Dionne C. Brown, P.E.



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Home Office:

305 West Fourth Street, Suite 2A
Winston-Salem, NC 27101
Main: 336.744.1636; Fax: 336.458.9377

Serving the Southeast since 2002



Palladium Lot W-5 Development – Transportation Impact Analysis
High Point, NC
Prepared for Blue Ridge Companies
January 31, 2017

Executive Summary

The proposed Palladium Lot W-5 Development is located in the northwest quadrant of W. Wendover Avenue and Gisbourne Drive in High Point, North Carolina. As currently planned, this development will consist of 6,558 square feet of convenience market with gasoline pumps. The site plan currently shows right-in only access on W. Wendover Avenue and a full access on Brian Jordan Place.

DAVENPORT was retained to determine the potential traffic impacts of this development and to identify transportation improvements that may be required to accommodate the impacts of both background traffic and new development traffic. The following intersections were included in the study:

- W. Wendover Avenue at Samet Drive
- W. Wendover Avenue at Unnamed Private Drive
- W. Wendover Avenue at Gisbourne Drive
- W. Wendover Avenue at Premier Drive/ Windstream Way
- Brian Jordan Place at Samet Drive
- Brian Jordan Place at Gisbourne Drive
- W. Wendover Avenue at Site Access 1 (right-in only)
- Brian Jordan Place at Site Access 2

The intersections were analyzed during the AM (7-9 am) and PM (4-6 pm) peaks for the following conditions:

- 2017 Existing Conditions
- 2022 Future No Build Conditions
- 2022 Future Build Conditions
- 2022 Future Build Condition with Mitigation (if necessary)

The City of High Point and the North Carolina Department of Transportation (NCDOT) were contacted to obtain background information and to ascertain the elements to be covered in this Transportation Impact Analysis (TIA). Information regarding the property was provided by the civil engineer, CPT Engineering and Surveying Inc.

Discussion of Results

The following section discusses level of service for each intersection.

W. Wendover Avenue at Samet Drive

This signalized intersection currently operates at LOS B during the AM peak and LOS C during the PM peak. In 2022 future no build conditions and with site traffic, the LOS is expected to remain the same. No improvements are recommended for this intersection.

W. Wendover Avenue at Unnamed Private Drive

This unsignalized intersection currently operates at LOS B during the AM and PM peaks. In 2022 future no build conditions, LOS B is expected in the AM peak and LOS C is expected in the PM peak. With the addition of proposed site traffic, the LOS is expected to remain the same. No improvements are recommended for this intersection.

W. Wendover Avenue at Gisbourne Drive

This signalized intersection currently operates at LOS B during the AM and PM peaks. In 2022 future no build conditions, LOS B is expected in the AM peak and LOS C in the PM peak. With the addition of proposed site traffic, LOS C is expected in the AM and PM peaks. To prevent conflicts between eastbound traffic intending to make a U-turn into the site with southbound right traffic, it is recommended to post signage prohibiting eastbound U-turns at this intersection.

W. Wendover Avenue at Premier Drive

This signalized intersection currently operates at LOS C during the AM peak and LOS D during the PM peak. In 2022 future no build conditions and with site traffic, the LOS is expected to remain the same. No improvements are recommended for this intersection.

Brian Jordan Place at Samet Drive

This unsignalized intersection currently operates at LOS A during the AM peak and LOS C during the PM peak. In 2022 future no build condition, LOS B is expected in the AM peak and LOS F in the PM peak. With the addition of proposed site traffic, LOS B is expected in the AM peak and LOS F in the PM peak. The PM peak LOS is an F due to the westbound left turns at the intersection. It is typical at a stop-controlled intersection that left turning vehicles experience a delay but the delays are expected to be short-lived. Therefore, no improvements are recommended.



Brian Jordan Place at Gisbourne Drive

This unsignalized intersection currently operates at LOS A during the AM and PM peaks. In 2022 future no build condition, LOS A is expected in the AM peak and LOS C in the PM peak. With the addition of proposed site traffic, LOS B is expected in the AM peak and LOS F in the PM peak. The PM peak LOS is an F due to the westbound left turns at the intersection. It is typical that left turning vehicles have difficulty maneuvering that movement at stop-controlled intersections. Therefore, no improvements are recommended.

W. Wendover Avenue at Site Access 1

In 2022 build conditions with the addition of proposed site traffic, LOS A is expected in the AM and PM peaks since it is a right-in only access. It is recommended to provide a 100 foot auxiliary right turn lane with appropriate taper at this intersection.

Brian Jordan Place at Site Access 2

In 2022 build conditions with the addition of proposed site traffic, LOS A is expected in the AM peak and LOS B in the PM peak. It is recommended to provide a separate right and left egress lane at the site access to accommodate the site traffic.

Level of Service Summary

Table A summarizes the level of service analysis at the study intersections:

Table A - Level of Service Summary				
AM Peak	2017 Existing	2022 No Build	2022 Build	2022 Build with Improvements
W. Wendover Avenue at Samet Drive	B (10.4)	B (15.0)	B (15.4)	
W. Wendover Avenue at Unnamed Private Drive	B (10.6) SB Approach	B (10.5) SB Approach	B (10.1) SB Approach	
W. Wendover Avenue at Gisbourne Drive	B (11.1)	B (18.2)	C (22.3)	
W. Wendover Avenue at Premier Drive	C (26.4)	C (28.0)	C (29.0)	
Brian Jordan Place at Samet Drive	A (9.7) WB Approach	B (11.0) WB Approach	B (11.0) WB Approach	
Brian Jordan Place at Gisbourne Drive	A (8.5) EB Approach	A (9.7) EB Approach	B (12.1) WB Approach	
W. Wendover Avenue at Site Access 1			A (0) EB Approach	A (0) EB Approach
Brian Jordan Place at Site Access 2			A (9.8) NB Approach	A (9.4) NB Approach

Table A - Level of Service Summary cont.

PM Peak	2017 Existing	2022 No Build	2022 Build	2022 Build with Improvements
W. Wendover Avenue at Samet Drive	C (26.9)	C (31.6)	C (31.8)	
W. Wendover Avenue at Unnamed Private Drive	B (10.8) SB Approach	C (23.3) SB Approach	C (25.0) SB Approach	
W. Wendover Avenue at Gisbourne Drive	B (15.4)	C (25.1)	C (29.8)	
W. Wendover Avenue at Premier Drive	D (38.3)	D (39.8)	D (41.9)	
Brian Jordan Place at Samet Drive	C (16.9) WB Approach	F (51.8) WB Approach	F (57.6) WB Approach	
Brian Jordan Place at Gisbourne Drive	A (9.1) EB Approach	C (18.1) WB Approach	F (57.1) WB Approach	
W. Wendover Avenue at Site Access 1			A (0) EB Approach	A (0) EB Approach
Brian Jordan Place at Site Access 2			B (12.1) NB Approach	B (11.1) NB Approach
LOS (delay in seconds)				
Note for unsignalized conditions, LOS and delay indicates only minor street approach with longest delay				

Summary and Conclusion

The proposed Palladium Lot W-5 Development is located in the northwest quadrant of W. Wendover Avenue and Gisbourne Drive in High Point, North Carolina. As currently planned, this development will consist of 6,558 square feet of convenience market with gasoline pumps. The site plan currently shows right-in only access on W. Wendover Avenue and a full access on Brian Jordan Place.

Based on trip generation rates and equations published in Trip Generation (Institute of Transportation Engineers, 9th Edition), this development has a trip generation potential of 100 net trips in the AM peak and 114 net trips in the PM peak.

Based on the analysis, there are two intersections that are not expected to operate at LOS D or better. The two intersections: Brian Jordan Place at Samet Drive and Brian Jordan Place at Gisbourne Drive, are all stop-controlled intersections. It is typical at a stop-controlled intersection that left turning vehicles experience a delay but the delays are expected to be short-lived. There are no improvements recommended for these two intersections; however, there are recommended improvements to other intersections summarized in Table B.

Table B – Recommended Improvement Summary	
W. Wendover Avenue at Gisbourne Drive	• Prohibit eastbound U-turns at the intersections
W. Wendover Avenue at Site Access 1	• Provide a 100 foot westbound right turn lane with appropriate taper •
Brian Jordan Place at Site Access 2	• Provide separate right and left egress lanes at the site access
All other study intersections	• No improvements recommended

In conclusion, this study has reviewed the impacts of both background traffic and this development traffic, and has determined that with the recommended improvements in place, there will be adequate capacity to accommodate future traffic. The final design of these improvements will need to be coordinated during the site plan approval process. Please note that all accesses to the site are required to be constructed to NCDOT standards.

**Citizens Information Meeting Report
Zoning Map Amendment 17-12**

**CITIZEN INFORMATION MEETING REPORT FOR PALLADIUM LOT W-5 (4120
BRIAN JORDAN PLACE)**

1. Meeting Date, Time, and Location

As permitted under Subsection 2.3.3 (“Citizen Information Meeting”) of the City of High Point Development Ordinance, applicant elected to conduct the citizen information meeting telephonically. Via mailed notification (See Exhibit A), applicant informed all landowners required to be notified, at the addresses provided by the City of High Point (See Exhibit B). In the notification, applicant included information on the proposed rezoning, the intent behind the request, a detailed summary of proposed conditions, contact information for applicant’s counsel, and a request for comments or questions from any interested party.

2. Method and Date of Notification

Via mailed notification (See Exhibit A), applicant informed all landowners required to be notified, at the addresses provided by the City of High Point (See Exhibit B). In the notification, applicant included information on the proposed rezoning, the intent of the request, a detailed summary of proposed conditions, contact information for applicant’s counsel, and a request for comments or questions from any interested party. Notifications were sent out via mail on Friday, June 30, 2017.

3. List of Landowners Notified

Applicant informed all landowners required to be notified, at the addresses provided by the City of High Point (See Exhibit B).

4. List of Meeting Attendees

As of the filing of this report, applicant has not heard from any nearby landowners or interested parties. Applicant, through its representatives, remains committed to communicating with any interested parties on all matters concerning this request for the remainder of the process.

5. Telephonic Meeting

As permitted under Subsection 2.3.3 (“Citizen Information Meeting”) of the City of High Point Development Ordinance, applicant elected to conduct the citizen information meeting telephonically. Via mailed notification (See Exhibit A), applicant informed all landowners required to be notified, at the addresses provided by the City of High Point (See Exhibit B). In the notification, applicant included information on the proposed rezoning, the intent of the rezoning, a detailed summary of proposed conditions, contact information for applicant’s counsel, and a request for comments or questions from any notified or interested party.

6. Description of the Development Proposal

In applicant's mailings to surrounding and nearby neighbors, applicant included a description of the proposed rezoning (See Exhibit A) with the approved city statement from the City of High Point (See Exhibit C).

7. Summary of Comments

As of the filing of this report, applicant has not heard from any nearby landowners or interested parties. Applicant, through its representatives, remains committed to communicating with any interested parties on all matters concerning this request for the remainder of the process.

EXHIBIT A

TUGGLE DUGGINS P.A.

100 North Greene Street, Suite 600
Greensboro, NC 27401

June 30, 2017

Neighbor

[Address]

Re: Rezoning at 4120 Brian Jordan Place, High Point, NC 27265 (Palladium Lot W-5)

Dear [Neighbor],

We are writing to you because you own property that is nearby or next to the property at 4120 Brian Jordan Places, High Point, NC 27265. We want to share with you some information regarding our plans for the property. As you may be aware, we have filed a zoning map amendment request with the City of High Point on behalf of our client, Blue Ridge Companies. The purpose of this request is to allow for the development of a convenience store with gas pumps at the location. The remainder of this letter explains that request and the proposed development, while inviting you to contact us with any comments, concerns, and questions you may have.

This property was previously rezoned to a Conditional Use-Planned Unit Development Mixed District (CU-PDM). This is the current zoning designation for the property. Our zoning map amendment request leaves that broad use designation unchanged. However, we have requested changes to the conditions. Those changes are as follows:

1. Removing a prohibition on locating air hoses, vacuum pedestals, and other automobile service equipment between the principal building and the West Wendover right-of-way;
2. Increasing available access points from two to three. The added access point shall be a right-in maneuver from West Wendover Avenue; and
3. Removing the following right-of-way requirement: "Where turn lanes are required along Wendover Avenue, an additional 12 feet of right of way shall be dedicated from the new back of curb or new edge of pavement of the turn lane, if required by the High Point Transportation Department or the North Carolina Department of Transportation (NCDOT)."

We are available to discuss what these changes may mean and how they differ from the conditions currently in effect under the ordinance (Ordinance # 6985/13-17). The intended development is a quality convenience store with gas pumps to serve the community and surrounding area.

We intend to continue to be a good neighbor to you. While we hope that you are excited about this change, we understand that you may have questions. Should you have any concerns or if you would like to simply discuss the project, please contact Mike Fox at 336-271-5244 and

mfox@tuggleduggins.com or Nathan Duggins at 336-271-5246 and nduggins@tuggleduggins.com. We look forward to working with you on this project.

Sincerely,

Michael S. Fox
Attorney
Tuggle Duggins P.A.

J. Nathan Duggins III
Attorney
Tuggle Duggins P.A.

EXHIBIT B

350 OST HIGH POINT LLC ; NOHO OST HIGH POINT
LLC
P O BOX 1098
ALPINE NJ 07620

AUSTIN, MARK J ; AUSTIN, CAROLYN P
5223 W WENDOVER AVE
HIGH POINT NC 27265

BOND STREET FUND 9 LLC ; SCALTN
INVESTMENTS LLC ; SUMTER CROSSING I LLC
909 MONTGOMERY ST SUITE 200
SAN FRANCISCO CA 94133

BRC DEEP RIVER LLC
5826 SAMET DR SUITE 105
HIGH POINT NC 27265

BRC MAJESTIC APARTMENTS LLC
5826 SAMET DR STE 105
HIGH POINT NC 27265

BRC PALLADIUM DEVELOPMENT LLC
5826 SAMET DR SUITE 105
HIGH POINT NC 27265

BRC WENDOVER SHOPPES LLC
5826 SAMET DR SUITE 105
HIGH POINT NC 27265

CALIN, MINERVA ; CALIN, AUREL CALIN
3920 GISBOURNE DR
JAMESTOWN NC 27282

CAROLINA BANK
PO BOX 10209
GREENSBORO NC 27404

CAROLINA CATS LLC
520 MCCALL RD
MANHATTAN KS 66502

COLEMAN, ANTHONY LEE ; JOHNSON- COLEMAN,
ROCHELLE
3916 GISBOURNE DR
JAMESTOWN NC 27282

DFC PREMIER DRIVE LLC
5826 SAMET DR STE 105
HIGH POINT NC 27265

EASTER, S LOWELL
P O BOX 49579
GREENSBORO NC 27419

GUEVARA, ELADIO ; GUEVARA, ELBA
4005 MAID MARION CT
JAMESTOWN NC 27282

HEDIMA, BENSON ; HEDIMA, RUTH
4013 MAID MARION CT
JAMESTOWN NC 27282

LEACH, VERTHA L
4017 MAID MARION CT
JAMESTOWN NC 27282

LUTZWEILER, SHELLY J
101 THORNWOOD RD
JAMESTOWN NC 27282

MOORE, MONA L
4011 MAID MARIAN CT
JAMESTOWN NC 27282

MURPHREE, MICHAEL ; MURPHREE, KELLY
3918 GISBOURNE DR
JAMESTOWN NC 27282

NOTTINGHAM HOME OWNERS ASSN
2306 W MEADOWVIEW RD SUITE 111
GREENSBORO NC 27407

OHERRING PROPERTIES INC
4236 ROCK BRIDGE RD
HIGH POINT NC 27262

PALLADIUM PARK 2 LLC ; CONGDON CALEDON
WOOD LLC
5826 SAMET DR SUITE 105
HIGH POINT NC 27265

PALLADIUM RETAIL LLC
5826 SAMET DR STE 105
HIGH POINT NC 27265

SAMET SFT LLC
PO BOX 38114
GREENSBORO NC 27438

WEST WENDOVER LAND DEVELOPMENT LLC
5826 SAMET DR SUITE 105
HIGH POINT NC 27265

WILSON, JUDY L
4015 MAID MARION CT
JAMESTOWN NC 27282

YFP LLC
2801 W TYVOLA RD
CHARLOTTE NC 28217

EXHIBIT C



City of High Point Conditional Zoning District Zoning Citizen Information Meetings

Anyone planning to file a zoning application for a Conditional Zoning district from the City of High Point is required to hold a citizen information meeting prior to filing the application. This requirement applies only to an application for a conditional zoning district or an application to amend a previously approved conditional zoning district. Conditional zoning is a type of zoning where property owners can impose specific conditions or restrictions on the development and use of their property, and where the conditions are enforceable by the City regardless of the property's future ownership.

The City of High Point finds that quality development is better achieved through an informed and cooperative process than an adversarial one. The purpose of the citizen information meeting is to allow the person planning to file an application, otherwise known as the applicant, the opportunity to inform citizens about the development proposal and to provide citizens the opportunity to ask questions and find out more about the proposal prior to any official public hearings.

The applicant's development proposal is officially presented to the Planning & Zoning Commission and City Council at their respective public hearings. At the public hearings, the Commission and Council hear comments and concerns from citizens regarding the proposal prior to making decisions. The public hearings are not the preferred setting for citizens to learn about a development proposal for the first time. It is difficult to gain understanding of a proposal and offer well thought out comments during the relatively short time of a public hearing. The citizen information meeting is important in that it can provide basic information and allow communication with the applicant before the public hearings, so that citizens may informatively develop their comments and any concerns, and later present them at the public hearings for consideration.

Applicants may vary the form and number of citizen information meetings they conduct; however, they are required to contact or otherwise notify owners of property located within 300 feet of the proposed zoning site. Whatever form the meeting takes, those citizens participating are provided with this written statement from the City of High Point, which describes the purpose of the citizen information meeting, the application process and where additional information may be obtained from the City. In addition, the applicant must provide a written description of the development proposal and any other available information that would help citizens to better understand it. After the zoning application is filed with the City's Planning & Development Department, the

Administration
336.883.3328

Planning Services
336.883.3328

Development Services
336.883.3328

Inspection Services
336.883.3151

City of High Point, P.O. 230, 211 South Hamilton Street, High Point, NC 27261 USA
Fax: 336.883.3056 www.highpointnc.gov/plan Permit Fax: 336.883.8518 TDD 336.883.8517

applicant submits to the City a written report of the citizen information meeting(s). At a minimum, this report records the property owners notified; date, time and location of the meeting(s); the written description of the development proposal; and any comments, ideas or suggestions from citizens that were incorporated into the development proposal.

Before the public hearings are held, the City's Planning & Development Department mails notices to all owners of property located within 300-feet of the zoning site. This notice provides information on the conditional zoning district request; the time, date and place of the Planning & Zoning Commission public hearing; and contact information. A second notice is mailed prior to the City Council's public hearing with similar information. Also, signs are placed on the zoning site giving notice of the request and the City's public hearings.

After hearing public comments and considering the development proposal, the Planning & Zoning Commission makes a recommendation to the City Council who, after holding their public hearing, decides what action should be taken on the proposal. Changes to the applicant's proposal can occur during this process in order to insure consistency with City policy and development regulations, and to minimize expected impacts that can be generated by the development or use of the zoning site.

No condition can be included in a conditional zoning district that specifies ownership status, race, religion or characteristics of the development's occupants, the minimum size of a dwelling, the minimum value of buildings or improvements, or ones that otherwise excludes specific races, religions or classes of people.

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

Contact:

Planning & Development Department 336-883-3328
www.highpointnc.gov/plan/
www.buildhighpoint.com

**AN ORDINANCE TO AMEND THE CITY OF HIGH POINT CODE OF ORDINANCES,
TITLE 2 - GOVERNMENT AND ADMINISTRATION - CHAPTER 3 - BOARDS AND
COMMISSIONS – ARTICLE C CITIZENS ADVISORY COUNCIL**

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of High Point that Chapter 3, Article C of the Code of Ordinances of the City of High Point is amended as follows:

ARTICLE C - Citizens Advisory Council

Sec. 2-3-31. - Creation; purpose.

- (a) A ("CAC") of the City of High Point, North Carolina is hereby created.
- (b) The purpose of the CAC is to provide two-way communication between city council and the citizens of High Point. It shall serve as a forum to hear and screen citizen concerns and priorities and also serve as an advisory body to the city council to study, advise and recommend on concerns of the city and its citizens.

Sec. 2-3-32. - General scope.

Meaningful citizen involvement is based on the effectiveness of local government and residents to work toward mutually shared goals and priorities; a clear understanding of how priorities are established; and how priorities, level of services and financial resources interrelate. It is clearly understood that the CAC has no official legislative or directive function in city government. In harmony with provisions of the city charter, it is understood that the city council is the only authorized legislative body in the city and that the city manager is the single administrative authority for directing the implementation by city staff of programs and policies as determined by the city council. The CAC shall be an advisory body to ~~the mayor and~~ the city council and no other power or duties are to be implied herein.

Sec. 2-3-33. - Functions of CAC.

The functions of the shall be as follows:

- (1) *Relationship of CAC and city council.* The CAC may have a role in advising city council in the setting of priorities for the city.
- (2) *Communications between city council and citizens.* The CAC shall encourage and establish effective and adequate means of two-way communications between citizens of the community and the city council.
- (3) *Receiving of petitions and requests.* The CAC shall serve as a body for the receiving of requests and petitions on behalf of citizens for further consideration. (This in no way is intended to prevent citizens from taking requests, concerns and petitions directly to city council.)
- (4) *Public hearings.* The CAC shall organize and conduct at least one public hearings per year in cooperation with the city council for the citizens of High Point.

- (5) *Reports to city council.* The CAC shall report to city council quarterly on its activities through a written performance report prepared by staff and approved by the CAC.
- (6) *Duties and responsibilities generally.* The CAC shall advise city council on the establishment of a communications network between citizens and city council; to hear the concerns and petitions of citizens and receive petitions from throughout the community and to forward them with or without recommendation to city council for council's consideration. The CAC shall also provide input for the city's community development program, by way of goal formulation, identification of community development target areas and establishment of programs and funding priorities by forwarding recommendations to the city council.

Sec. 2-3-34. - Composition.

The CAC shall be composed of nine (9) members.

(Ord. No. 89-36, § 1, 4-6-89; Ord. No. 00-128, § 1, 12-21-00)

Sec. 2-3-35. - Members; selection procedure.

- (a) The nine members of the CAC shall be nominated by the mayor and each member of city council (one each). All nominees shall be appointed with confirmation or approval of the city council.
- (b) If nominee is not accepted by city council, the person making the original nomination shall submit an alternate nomination.

(Ord. No. 89-36, § 2, 4-6-89; Ord. No. 00-128, § 2, 12-21-00)

Sec. 2-3-36. - Term of office.

The term of office for each member shall be as follows:

- (1) All members will serve a two-year term, beginning June 1st.
- (2) No member shall serve more than three (3) consecutive two-year terms; partial terms of office of less than a full two-year term shall not be considered a two-year term and shall not apply to the term limits of this section.
- (3) The term of office for those members appointed by the mayor and those appointed by the council persons representing wards 2, 4, and 6 shall expire in even numbered years (effective May 2018).
- (4) The term of office for those members appointed by the at large representatives and those appointed by councilperson representing wards 1, 3, and 5 shall expire in odd numbered years (effective May 2019).

(Ord. No. 89-36, § 3, 4-6-89)

Sec. 2-3-37. - Removal of members.

- (a) A member of the CAC shall be removed by the council for any of the following reasons:
 - (1) *Ceasing to be a citizen of High Point.* Any CAC member who removes his/her residence from the City of High Point during his/her term shall automatically cease to be a member of the CAC on the date of his/her move from the city.
 - (2) *Ceasing to be a citizen of a ward.* Any member nominated by a ward councilman or as a CAC ward representative who moves his/her residence from the ward shall automatically cease to be a member of the CAC on the date of his/her move from the ward.
- (b) City Council may consider removal of a member whose conduct brings discredit to the CAC, city council or City of High Point.
- (c) *Absenteeism.* City Council may consider removal of a member for excessive absenteeism.

(Ord. No. 89-36, § 4, 4-6-89)

Sec. 2-3-38. - Method of filling vacancies.

A vacancy on the CAC shall be filled by city council as set forth in section 2-3-35.

Sec. 2-3-39. - Standing sub-committees.

Sub or ad hoc committees shall be formed as needed.

Sec. 2-3-40. - Work plan.

Each sub-committee shall ~~make~~ reports on its accomplishments at each meeting of the CAC.

Sec. 2-3-41. - Chairmen of standing sub-committees.

Chairmen of standing sub-committees shall be selected by the chairman of the CAC.

Sec. 2-3-42. - Officers.

- (a) *Chairman.* A chairman shall be elected by the CAC from among its members. The term of the chairman shall be for one (1) year and the chairman shall be eligible for re-election for one (1) consecutive term. The chairman shall preside at all CAC meetings and decide all matters of order and procedure, subject to CAC by-laws and procedures, unless directed otherwise by a majority of the CAC in session at the time. The chairman shall appoint any committees found necessary to consider any matters properly before the CAC or to perform any of its duties with the approval of the CAC.
- (b) *Vice-chairman.* A vice-chairman shall be elected by the CAC from among its members, in the same manner and for the same term as the chairman. The vice-chairman shall serve as acting chairman in the absence of the chairman or when requested to do so by the chairman, and at this time the vice-chairman shall have the same powers and duties as the chairman.
- (c) *Secretary.* A secretary shall be elected by the CAC from its members in the same manner and the same term as the chairman. The secretary, subject to the direction of the chairman and the

CAC, shall keep all records, and be responsible for all correspondence of the CAC. The secretary shall keep minutes of each meeting and hearing, every resolution acted upon by the CAC and all votes of the CAC upon any matter, indicating the names of members absent or failing to vote.

Sec. 2-3-43. – Executive committee.

- (a) The executive committee of the CAC shall consist of the officers of the CAC and the chairmen of the standing sub-committees.
- (b) Powers and duties. The executive committee shall have the authority within the scope of these by-laws:
 - (1) To implement policy and make decisions in the administration of the program;
 - (2) To perform any of the duties of the CAC in situations calling for immediate action or attention; and
 - (3) To perform any other duties and functions as the CAC may from time to time authorize;
- (c) The CAC can rescind, revoke or modify any action of the executive committee, unless action has been approved by the city council.

Sec. 2-3-44. – Meetings.

- (a) Regular meetings. Regular meetings of the CAC shall be held each month on a date, time, and place approved by the CAC.
- (b) Special meetings. Special meetings shall be called by the chairman or vice-chairman with the approval of the executive committee. Adequate notice shall be given of the business to be discussed. The chairman shall call a special meeting upon request of the mayor without approval of the executive committee. No published notification of special meetings is required.
- (c) Sub-committee meetings. All sub-committees shall meet as often as required to carry out their assigned responsibilities.
- (d) All meetings of the CAC shall be open to the public.

Sec. 2-3-45. – Members at large.

All members of the CAC shall perform their duties and responsibilities as requested by the chairman and serve on at least one (1) or more of the standing CAC sub-committees.

Sec. 2-3-46. – Quorum; voting.

- (a) *Quorum.* The CAC shall not conduct any official business unless a quorum is present.
- (b) *Voting procedure.* Unless otherwise specified in the by-laws and procedures, the affirmative vote of a majority of those members present and voting shall be necessary to pass a motion (providing a quorum is present). The chairman shall be entitled to vote on any matter coming before the CAC.

(Ord. No. 91-71, § 1, 11-21-91)

Sec. 2-3-47. - Conduct of meetings.

The order and conduct of the meetings may be in accordance with Robert's Rules of Order, Revised at the discretion of the CAC.

Sec. 2-3-48. - Rules of procedure.

The CAC shall adopt any rules and regulations as may be necessary for the proper discharge of its duties, which shall be reported to the city council, and filed with the city clerk.

(Ord. No. 91-71, § 2, 11-21-91)

Sec. 2-3-49. - Meetings, quorum and voting.

Meetings of the executive committee can be called by the chairman, vice-chairman, or by any two (2) voting members of the committee for a specific date, time and place. The presence of at least a majority of the voting members shall constitute a quorum, and the affirmative vote of a majority of voting members shall be necessary to pass a motion.

Sec. 2-3-50. - Minutes.

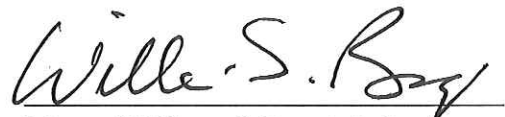
The executive committee shall record minutes of each executive committee meeting and shall furnish, within a reasonable time, copies of those minutes to each CAC member. The minutes of the CAC shall be submitted to the council by the next meeting of the council.

Sec. 2-3-51. - Staff support.

Staff assistance will be made available from the department of community development as requested by the chairman.

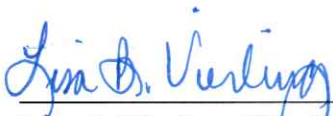
Secs. 2-3-52—2-3-55. - Reserved.

Adopted this the 18th day of September, 2017.



Mayor William S. Bencini, Jr.

ATTEST:



Lisa B. Vierling, City Clerk



CITY OF HIGH POINT AGENDA ITEM



Title: Dualift Truck

From: Gary Smith, Fleet Director

Public Hearing: N/A

Attachments: Formal Bid Recommendation

Meeting Date: September 18, 2017

Advertising Date / N/A

Advertised By: N/A

PURPOSE:

The Material Recycling Facility (MRF) is in need of a truck to move roll off containers once the facility upgrades have been completed. Using the NJPA Contract 112014 a 2018 Freightliner truck with the Heil Dualift System is being recommended for council approval.

BACKGROUND:

The Material Recycling Facility (MRF) facility is currently being upgraded and part of the upgrade will require a truck to move the roll off containers. In addition, this truck can serve as a backup for the landfill roll off container truck and the Environment Services hook lift truck. The price of \$179,299.68 is for the 2018 Freightliner truck with the Heil Dualift System, training, and delivery. The estimated delivery is 60-90 days.

BUDGET IMPACT:

Funds are available in 2017-18 budget

RECOMMENDATION / ACTION REQUESTED:

The Fleet Services Department recommends purchasing a 2018 Freightliner truck with the Heil Dualift Combination Hook Lift and Cable Hoist System from Carolina Environmental Services, Inc.





**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: **Fleet Services**

COUNCIL AGENDA DATE: **September 18, 2017**

BID NO.: **NJPA** CONTRACT NO.: **112014** DATE OPENED:

DESCRIPTION:
2018 Freightliner Model 114SD with a Heil Dualift Combination Hook Lift & Cable Hoist

PURPOSE:
The Material Recycling Facility (MRF) facility is currently being upgraded and part of the upgrade will require a truck to move the roll off containers. In addition, this truck can serve as a backup for the landfill roll off container truck and the Environment Services hook lift truck.

COMMENTS:
The price of \$179,299.68 is for the 2018 Freightliner truck with the Heil Dualift System, training, and delivery. The estimated delivery is 60-90 days.

RECOMMEND AWARD TO: **Carolina Environmental Systems, Inc.** AMOUNT: **\$ 179,299.68**

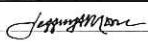
JUSTIFICATION:
Using this bid allows the City of High Point to take advantage of the volume discount offered through the NJPA contract.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			\$ 179,299.68
TOTAL BUDGETED AMOUNT				\$ 179,299.68

DEPARTMENT HEAD: **Gary L. Smith** Digitally signed by Gary L. Smith
DN: cn=Gary L. Smith, o=City of High Point, ou=Fleet Services, email=gary.smith@highpointnc.gov, c=US
Date: 2017.08.29 10:24:33 -0400 DATE: **Aug 29, 2017**

The Purchasing Division concurs with recommendation submitted by the **Fleet Services and recommends award to the lowest responsible, responsive bidder **Carolina Env. Systems** in the amount of \$ **179,299.68**.**

PURCHASING MANAGER: **Erik Conti** Digitally signed by Erik Conti
DN: cn=Erik Conti, o, ou,
email=erik.conti@highpointnc.gov, c=US
Date: 2017.08.30 11:02:27 -0400 DATE: **Aug 30, 2017**

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR:  Digitally signed by Jeffrey A. Moore
DN: cn=Jeffrey A. Moore, o=City of High Point, NC,
ou=Financial Services Director,
email=jfmoore@highpointnc.gov, c=US
Date: 2017.09.07 15:40:01 -0400 DATE: **Sep 7, 2017**

CITY MANAGER: **Greg Demko** Digitally signed by Greg Demko
DN: cn=Greg Demko, o=High Point, ou=High Point,
email=greg.demko@highpointnc.gov, c=US
Date: 2017.09.11 09:31:31 -0400 DATE: **Sep 11, 2017**

CITY OF HIGH POINT

AGENDA ITEM



Title: Street Abandonment 17-03
(Thomas Built Buses)

From: Lee Burnette, Planning & Development
Director

Meeting Date: September 18, 2017

Public Hearing: Yes

Advertising Date: August 25, 2017 and
September 1, 8, & 15, 2017

Advertised By: Planning & Development

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

PURPOSE:

A request by Thomas Built Buses to abandon the northern portion (approximately 254 feet) of the Joshua Circle right-of-way lying south of Courtesy Road.

BACKGROUND:

The staff report and the Planning & Zoning Commission's recommendation are enclosed.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

- A. Staff recommended **approval** of this request, as outlined in the attached staff report.
- B. On August 22, 2017, a public hearing was held before the Planning and Zoning Commission regarding Street Abandonment 17-03. The Planning & Zoning Commission recommended **approval** of this request, by a vote of 9-0, as outlined in the staff report and recommended by staff.

PLANNING AND ZONING COMMISSION RECOMMENDATION

Thomas Built Buses

Street Abandonment 17-03

At its August 22, 2017 public hearing, the Planning and Zoning Commission reviewed Street Abandonment 17-03. All members of the Commission were present. Mr. Herbert Shannon, Senior Planner, presented the case and recommended approval of the request as outlined in the staff report.

Speaking in favor of the request:

Speaking in favor of the request, on behalf of the applicant, was Eddie MacEldowney with Davis Martin Powell Engineers & Surveyors, 4341 Southern Oak Drive, High Point, N.C. Mr. MacEldowney noted that the applicants have agreed to install the cul-de-sac and the retention of the utility easements. He then made himself available to answer questions from the Commissioners.

Speaking in opposition of the request:

No one spoke in opposition to this request.

Planning & Zoning Commission Action

The Planning & Zoning Commission recommended **approval** of Street Abandonment Case 17-03, as recommended by staff, by a vote of 9-0.

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

**STAFF REPORT
STREET ABANDONMENT CASE 17-03
August 22, 2017**

Request	
Applicant: Thomas Built Buses Paul's Water Treatment LLC (Co-applicant)	Proposal: To abandon the northern portion (approximately 254 feet) of the Joshua Circle right-of-way, lying south of Courtesy Road.

Adjacent Streets		
Name:	Classification:	Right-of-Way and Pavement Width:
Joshua Circle	Local Street	Varies in width from 68 feet at the intersection of Courtesy Road to 20 feet; 20-foot wide ribbon paving

Adjacent Property Zoning and Current Land Use		
North	Heavy Industrial (HI) District	Parking lot and accessory structure associated with the Thomas Built Buses facility
East	Heavy Industrial (HI) District	Portion of Joshua Circle right-of-way to remain as a public street
South	Heavy Industrial (HI) District	Parking lot associated with Thomas Built Buses and a vehicle storage area associated with Paul's Water Treatment facility
West	Heavy Industrial (HI) District	Courtesy Street right-of-way

Analysis

This is a request by Thomas Built Buses to abandon (close) a portion of the Joshua Circle right-of-way (ROW). Joshua Circle is an existing improved public street (formerly known as Anderson Street) that was established on a subdivision plat entitled "Map of S.E. Willis Lands, High Point, NC" that was created sometime between 1906 and 1913. This is a L-shaped ROW that extends from Courtesy Road to Prospect Street. The abandonment request proposes to remove 254 feet of the northern leg of this street. The intersection of the L-shaped configuration and the southern leg of this ROW will remain as a public street. The applicant proposes to install a cul-da-sac to facilitate turning movements from trucks and larger vehicles that will continue to use the southern leg of the Joshua Circle ROW.

Thomas Built Buses has employee parking lots along both sides of this portion of Joshua Circle. The company has embarked on a site improvement project that includes the installation of sidewalks along the Courtesy Road frontage of these parking lots. The Joshua Circle ROW is a substandard street that does not meet the City's current minimum width requirements and has no separation between the public street and the employee parking lots. Most of this ROW has a width of 20 feet with the street paving occupying 18 to 20 feet of this area. To improve security in the parking lots, and to enhance pedestrian access, the applicant has requested abandonment of this

portion of the Joshua Circle ROW. If approved, Thomas Built Buses desires to add the land area of this ROW to its abutting properties and to upgrade this former ROW to a pedestrian-friendly driveway. This will provide safer pedestrian circulation from the parking lot to the manufacturing facility lying along the opposite side of Courtesy Road.

Abandonment of the City's interest in this portion of the Joshua Circle ROW will not deprive any owner of access to their property. Thomas Built Buses owns all the property lying to the north and approximately half of the land area lying south of the area of abandonment. If approved, they would receive the entire width of the ROW where they have ownership along both sides of Joshua Circle. The other abutting property owner to the south, Paul's Water Treatment LLC (co-applicant), owns property at the eastern end of the area of abandonment, and will receive ownership of half of the ROW where it abuts their property. Since Paul's Water Treatment takes access from a driveway off the southern leg of the Joshua Circle ROW that is to remain open, this abandonment request will not deprive the business access to its property. In addition, a few parcels on the east side of the railroad tracks also use Joshua Circle for access. A large part of this area is also owned by Thomas Built Buses. Since the eastern portion of Joshua Circle next to the railroad tracks will remain as a public street, the parcels east of the railroad tracks will still have public street access.

Advertisement of the public hearing was completed per requirements of the Development Ordinance by sending mailed notices to abutting property owners, placing a notice in the High Point Enterprise and the posting of public hearing signs at both ends of the ROW proposed to be abandoned.

Findings & Recommendations

The Technical Review Committee (TRC) reviewed this request and identified no concerns related to the abandonment of this portion of Joshua Circle. However, the Public Services Department, Engineering Services Department and Electric Department identified City sewer, water and electric utility lines within this ROW. These departments noted that easements must be retained over these public utility lines. In addition, Piedmont Natural Gas, North State Communications and Duke Energy have also identified utility lines along this portion of Joshua Circle and easements must be retained over these private utility lines as well. In conjunction with the reservation of easements, access to these utilities should continue to be available as the street will be used as a driveway.

Based upon this analysis, the abandonment of the public's interest and conveyance of the right-of-way to the abutting property owners, as provided by state statutes, is found not to be contrary to the public's interest and is found not to deprive owners in the vicinity of the right-of-way reasonable means of ingress and egress to their property. The Planning and Development Department recommends approval of the request with the retention of the following utility easements:

- 1) Retention of a 20-foot wide City of High Point electrical easement centered over the existing City of High Point electrical pole and service lines within and crossing the right-of-way.
- 2) Retention of a 20-foot wide sewer line easement centered over existing sewer lines within or crossing the right-of-way.
- 3) Retention of a 20-foot wide water line easement centered over existing water lines within or crossing the right-of-way.

- 4) Retention of a 20-foot wide Piedmont Natural Gas easement centered over existing gas lines within or crossing the right-of-way.
- 5) Retention of a 30-foot wide North State easement centered over the existing North State electrical pole and service lines within and crossing the right-of-way and extending 15 feet beyond North State's last pole on Joshua Circle to accommodate the existing guy-line at the dead end.
- 6) Retention of a 30-foot wide Duke Energy easement centered over existing Duke Power lines (overhead and underground) within or crossing the right-of-way

Report Preparation

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



STREET ABANDONMENT SN-17-03

Applicant: Thomas Built Buses

Area: 0.23 acres



Location of requested street abandonment



Previously abandoned right-of-ways

Planning & Development
Department

City of High Point

Date: August 7, 2017



Scale: 1"=100'
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2017/pz/sa17-03photo.mxd

Property Owners

-  Thomas Built Buses Inc
-  Paul's Water Treatment LLC
-  Jerry Hill
-  M & M Family Real Estate LLC
-  Ruth Wiseman et al
-  EE Properties Inc
-  SHJ Capital Inc
-  City of High Point

Site

STREET ABANDONMENT SN-17-03

Applicant: Thomas Built Buses

Area: 0.23 acres



Location of requested street abandonment



Previously abandoned right-of-ways

**Planning & Development
Department**

City of High Point

Date: August 9, 2017



Scale: 1"=300'

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2017\pz\sa17-03Owners.mxd



STREET ABANDONMENT SN-17-03

Applicant: Thomas Built Buses

Area: 0.23 acres



Location of requested street abandonment



Previously abandoned right-of-ways

Planning & Development
Department

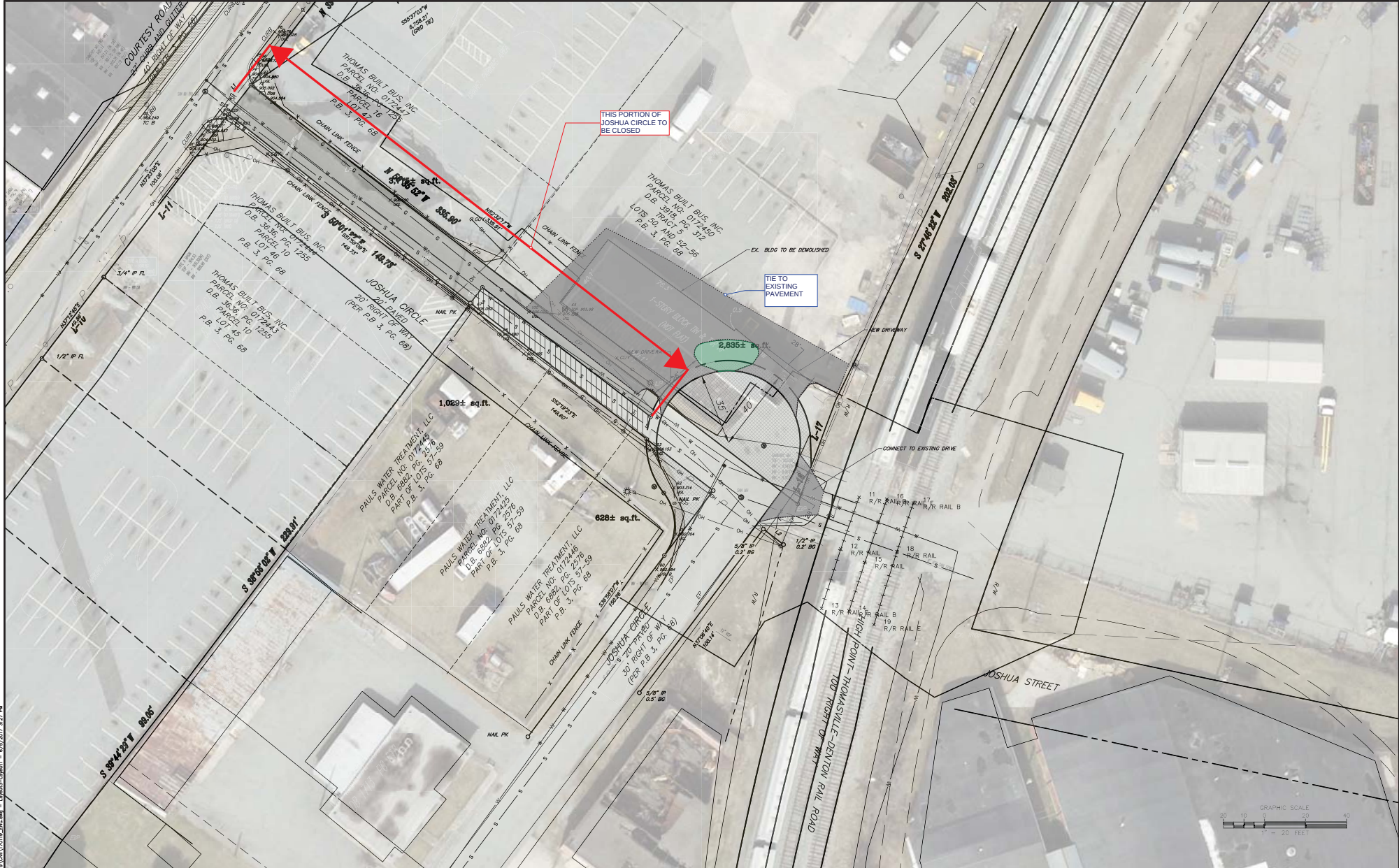
City of High Point

Date: August 7, 2017



Scale: 1"=300'

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2017/pz/sa17-03.mxd



REV	DATE	DESCRIPTION	BY	PROJECT	IT019
1				DATE	
2				DESIGNED	ETH
3				DRAWN	TG
4				CHECKED	
5				SCALE	AS NOTED
6				SURVEYED	N/A

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



DAVIS • MARTIN • POWELL
ENGINEERS & SURVEYORS **dmp**
6415 OLD PLANK RD. HIGH POINT, NC 27265 | T: (336) 886-4821 | F: (336) 886-4458 | WWW.DMP-INC.COM | LICENSE: F-0245

PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION

PRELIMINARY CONCEPT PLAN
THOMAS BUILT BUSES
JOSHUA CIRCLE STREET CLOSING
HIGH POINT, NORTH CAROLINA

SHEET NO.
1
OF 1

Attachments: Photographs (August 2017) and Aerial (2014)
Looking south of the intersection of Courtesy Road and Joshua Court



Looking north toward the area of abandonment



Return to: Joanne Carlyle, City Attorney
City of High Point
P.O. Box 230
High Point, NC 27261
Resolution No. xxxx / 17-xx

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT, IN A REGULAR MEETING ASSEMBLED ON THE 18th DAY OF SEPTEMBER, 2017, AT 5:30 P.M. IN THE HIGH POINT PARKS & RECREATION ADMINSTRATIVE OFFICE (LARGE CONFERENCE ROOM); 136 NORTHPOINT AVENUE, HIGH POINT, NORTH CAROLINA:

Street Abandonment (Closure) Case 17-03

(abandon the northern portion, approximately 254 feet, of the Joshua Circle right-of-way lying south of Courtesy Road)

WHEREAS, Thomas Built Buses has petitioned the City Council of the City of High Point to permanently abandon (close) a portion of the Joshua Circle right-of-way lying south of Courtesy Road, which is more specifically described as follows.

Abandonment of all that part of the Joshua Circle right-of way lying southeast of the intersection of Joshua Circle and Courtesy Road for a distance of 254 feet. This area of street abandonment is bound by Guilford County Tax Parcels 0172444, 0172445 and 0172445 to the south and by Guilford County Tax Parcel 0172447 and 0172447 (154 portion lying southeast of tax parcel 0172447) to the north.

WHEREAS, the petition has been duly filed with this Council in a Regular meeting assembled on the 7th day of August, 2017, at 5:30 p.m. setting the 18th day of September, 2017 at 5:30 p.m., in the High Point Parks & Recreation Administration Office (Large Conference Room), as the time and place for a public hearing before said Council on said petition, and public notice of said

time and place was ordered given, all pursuant to North Carolina G.S. 160A-299; and

WHEREAS, due and proper notice of said hearing to be heard on the petition at this meeting of City Council was made by publication in the High Point Enterprise for four (4) consecutive weeks, beginning August 25, 2017 and September 1, 8 & 15, 2017; and,

WHEREAS, the above entitled matter, pursuant to said resolution and notice was called for hearing before said Council at which time there was no objection or opposition offered on the part of any firm or corporation to abandon (closure) of the above described portions of Joshua Circle; and

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

NOW THEREFORE BE IT RESOLVED:

1. That the portion of Joshua Circle right-of-way, as described above, be closed pursuant to North Carolina G.S. 160A-299;
2. That the City of High Point shall retain a 20-foot wide City of High Point electrical easement centered over the existing City of High Point electrical pole and service lines within and crossing the right-of-way;
3. That the City of High Point shall retain a 20-foot wide sewer line easement centered over existing sewer lines within or crossing the right-of-way;
4. That the City of High Point shall retain a 20-foot wide water line easement centered over existing water lines within or crossing the right-of-way;
5. That the City of High Point shall retain a 20-foot wide Piedmont Natural Gas easement centered over existing gas lines within or crossing the right-of-way;
6. That the City of High Point shall retain a 30-foot wide North State easement centered over the existing North State electrical pole and service lines within and crossing the right-of-way and extending 15 feet beyond North State's last pole on Joshua Circle to accommodate the existing guy-line at the dead end;
7. That the City of High Point shall retain a 30-foot wide Duke Energy easement centered over existing Duke Power lines (overhead and underground) within or crossing the right-of-way; and
8. That a copy of this resolution be filed in the Office of the Register of Deeds for Guilford County, North Carolina.

By order of the City Council,
this the 18th day of September, 2017
Lisa B. Vierling, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Ordinance to Demolish – 1216 E. Russell Ave

From: Michael McNair, Director
Community Development & Housing

Meeting Date: 9/18/17

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 1216 E. Russell Ave.

BACKGROUND:

After a Complaint and Notice of Hearing was issued and a hearing held, an Order to Repair or Demolish was issued on 1/20/17. No action occurred by the compliance date of 2/23/17. The necessary repairs to the dwelling exceed its current tax value and the demolition is warranted.

BUDGET IMPACT:

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

RECOMMENDATION / ACTION REQUESTED:

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

PENDING ACTION:

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

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

**ORDINANCE
REQUEST:**

Ordinance to Demolish

**PROPERTY
ADDRESS:**

1216 E. Russell Avenue

OWNER:

Susan Taro

**FIRST
INSPECTION:**
10/10/16

Summary of Major Violations

1. Entire floor system on 1st floor has major structural damage
2. Repair or replace damaged wall sheathing
3. Repair or replace rotten/ damaged fascia and trim on exterior
4. Repair or replace damaged rafters
5. Repair or replace ceiling joists and beams

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

No one appeared for the Hearing. During the Hearing it was determined there are several violations of the Minimum Housing Code. There are multiple violations of the minimum housing code in the house that make it unsafe. In its present state, necessary repairs to the dwelling exceed 50% of the value of the structure.

**ORDER(S)
ISSUED:**
1/20/17

Order to Repair or Demolish
Date of Compliance 2/23/17

APPEALS:

No appeals to date.

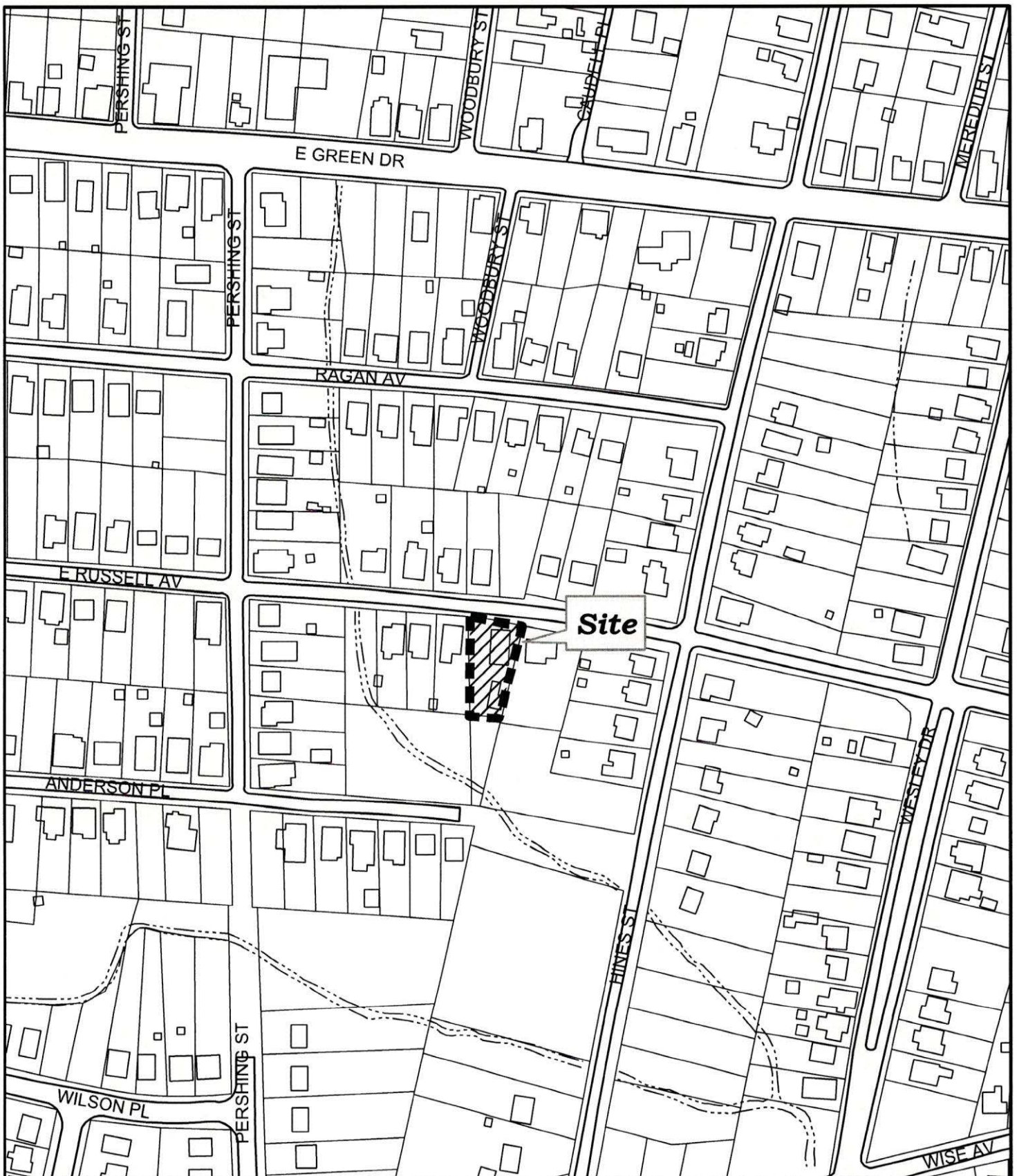
**OWNER
ACTIONS:**

None

EXTENSIONS:

ADDITIONAL:

The inspector hasn't had any communication from the property owner.



1216 E Russell Avenue

Ordinance to Demolish



Location of subject property

**Department of Planning
and Development**

City of High Point

Date: March 27, 2012



Scale: 1"=200'

y:/ba-pz/inspections/
ord-demo.mxd

















CITY OF HIGH POINT

AGENDA ITEM



Title: Budget Amendment for Model Farm Bridge Replacement

From: Eric Olmedo, Budget Director

Meeting Date: September 18, 2017

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Budget ordinance

PURPOSE:

A Budget Amendment is needed to appropriate funds for replacement of the Model Farm Road Bridge.

BACKGROUND:

The existing bridge on Model Farm Road is in need of replacement due to structural deficiencies and functional obsolescence. The Federal Highway Administration (FHWA) has authorized federal funding through the City's Municipal Agreement with NCDOT for construction of this project, with an 80% reimbursement to the City.

BUDGET IMPACT:

The current project budget of \$1,146,400 was approved in 2011. To date \$215,264 has been expended on easements, engineering and design. With the addition of the construction contract (\$951,865) and the construction administration contract (\$95,432), the total budget is \$1,262,543.

A budget amendment in the amount of \$116,161 is needed, and the funds are recommended to be appropriated from General Fund fund balance.

RECOMMENDATION / ACTION REQUESTED:

The Budget Department recommends and asks the Council to approve the budget amendment.

“AN ORDINANCE AMENDING THE 2017-2018 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS FOR MODEL FARM ROAD BRIDGE REPLACEMENT

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

Section 1. The City of High Point is partnering with NCDOT to replace the bridge on Model Farm Road.

Section 2. In order to recognize and appropriate these funds, the 2017-2018 Budget Ordinance of the City of High Point, should be amended as follows:

(A) That General Fund revenues be amended as follows:

Appropriated Fund Balance	\$116,161
---------------------------	-----------

(B) That General Fund – Transfer to Capital Projects expenditures be amended as follows:

Transfer Out	\$116,161
--------------	-----------

(C) That General Capital Projects Fund – Transfer from General Fund revenues be amended as follows:

Transfer In	\$116,161
-------------	-----------

(D) That General Capital Projects Fund – Capital Projects Public Services expenditures be amended as follows:

Model Farm Bridge	\$116,161
-------------------	-----------

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 September 18, 2017

CITY OF HIGH POINT

AGENDA ITEM



Title: Contract with Habitat for Humanity

From: Michael E. McNair, Director

Public Hearing: N/A

Attachments: Aerial View – Washington Terrace
Income Limit table

Meeting Date: September 18, 2017

Advertising Date: N/A

Advertised By: N/A

PURPOSE:

The Community Development and Housing Department proposes to execute a contract with Habitat for Humanity in the amount of \$105,000 to construct three affordable homes in the neighborhood adjacent to Washington Terrace Park. The homes will be constructed on 1507 Davis, 202 N. Hoskins & 206 N. Hoskins.

The City has certified Habitat for Humanity as a Community Housing Development Organization to construct affordable housing in High Point since 2008. To date, Habitat has completed and sold 28 homes in the neighborhood adjacent to Washington Terrace Park, with six presently under construction.

BACKGROUND:

A Community Housing Development Organization (CHDO) is a private nonprofit, community-based service organization whose primary purpose is to provide and develop decent, affordable housing for the community it serves. Habitat has met HUD requirements for designation as a CHDO and has been certified by the department. In addition to meeting CHDO requirements, Habitat has demonstrated the necessary organizational capacity to build and/or sell in the affordable housing arena.

Council has periodically approved CHDO contracts as required by HUD regulations. Council approved a CHDO contract in the amount of \$105,000 in July 2016 with Habitat to construct three houses in the Graves area. The Community Housing and Neighborhood Development Committee favorably recommended approval of the contract at their September 5th meeting.

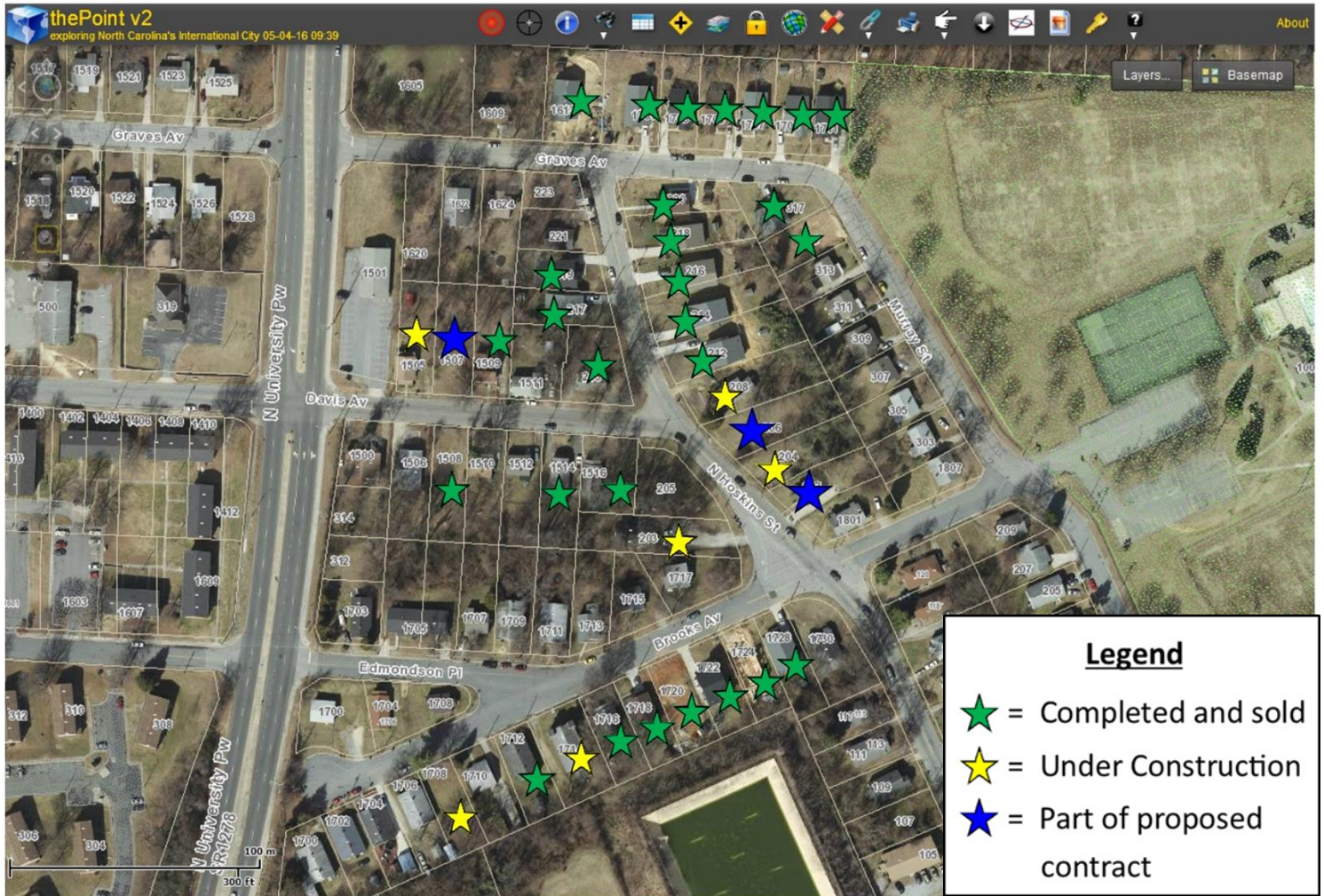
BUDGET IMPACT:

\$105,000 will be committed from the City's HOME Investment Partnership Program which are allocated by HUD.

- \$75,000 for construction hard costs
- \$15,000 for apprenticeship for Construction Training Program graduates
- \$15,000 for operational support

RECOMMENDATION / ACTION REQUESTED:

The Community Development and Housing Department recommends approval of the contracts and that the appropriate City official and/or employee be authorized to execute all necessary documents.



2017 INCOME LIMITS

FAMILY SIZE	VERY LOW INCOME (30% MEDIAN)	LOW INCOME (50% MEDIAN)	60% MEDIAN	MODERATE INCOME (80% MEDIAN)
1	\$12,050	\$20,050	\$24,060	\$32,050
2	\$13,750	\$22,900	\$27,480	\$36,600
3	\$15,450	\$25,750	\$30,900	\$41,200
4	\$17,150	\$28,600	\$34,320	\$45,750
5	\$18,550	\$30,900	\$37,080	\$49,450
6	\$19,900	\$33,200	\$39,840	\$53,100
7	\$21,300	\$35,500	\$42,600	\$56,750
8	\$22,650	\$37,800	\$45,360	\$60,400



Prosperity & Livability Committee
Members: Ewing, Hill, Wagner and Williams
Chaired by Council Member Ewing
3rd Floor Lobby Conference Room
September 6, 2017 – 10:00 A.M.

MINUTES

Present:

Committee Chair Jason Ewing, and Committee Members Alyce Hill, Jay Wagner and Chris Williams

Staff Present:

Randy McCaslin, Deputy City Manager; Randy Hemann, Assistant City Manager; Robby Stone, Assistant Public Services Director; Mike McNair, Director of Community Development and Housing; Michelle McNair, Community Resources Manager; Brent Cole, Assistant City Attorney; and Lisa Vierling, City Clerk

Others Present:

Judy Stalder, TREBIC; Carl Vierling, Executive Director- Greater High Point Food Alliance; Karen Neill, Guilford County Extension Director

News Media:

None present

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

- ✓ **Community Garden Procedures**
- ✓ **Contact Information for Karen Neill, Guilford County Extension Director**
- ✓ **Benefits and Value of Community and School Gardens**
- ✓ **Proposed Joint Intergovernmental Coordination of Community & School Gardens (Guilford County, NC)**

Chairman Ewing called the meeting to order 9:00 a.m.

1. Discussion – Neighborhood Gardens Policy

Mike McNair, Director of Community Development & Housing, reported on the progress that has been made thus far for the Neighborhoods Gardens Policy. The committee comprised of Mike McNair, Director of Community Development & Housing; Carl Vierling, Executive Director- Greater High Point Food Alliance; Patrick Harman, Hayden-Harman Foundation; Rev. Paul Milton, Memorial United Methodist Church; Ralph Soverio, Soverio's Nursery; and Karen Neill,

Guilford County Extension Director. The Committee met and discussed issues requiring clarification such as:

- ✓ *The amount of soil allowed for each garden per year;*
- ✓ *Timeframes for submitting applications;*
- ✓ *Eligible expenses (soil, mulch, taps for water, irrigation valves, etc....);*
- ✓ *Entity to serve as the primary point of contact (suggested Hayden-Harman Foundation);*
- ✓ *Insurance coverage;*
- ✓ *Memorandum of Understanding;*
- ✓ *Day-to-day maintenance to be the responsibility of the applicants(s);*
- ✓ *Gardening tools responsibility of the participants;*
- ✓ *NC Cooperative Extension to define the duties of the Garden Coordinator*

Deputy City Manager Randy McCaslin advised that the City would prefer to do more in-kind services and less grants. He suggested once the policy recommendations are drafted by the Committee and an amount is determined, then staff would get that amount amended into the budget and the City would then apply its in-kind services towards that amount.

Mr. McNair explained that Forsyth County does have a Community Garden Coordinator, so the Committee is looking at incorporating some of their procedures into the proposed policy, as well as similar procedures in Winston-Salem. The Committee hopes to bring a more-detailed proposed policy back to the Prosperity & Livability Committee for consideration/discussion at the next meeting.

Chairman Ewing suggested adding a Parks & Recreation Department employee to their Committee.

2. Discussion – Proposal to jointly fund a position with the City of Greensboro and Guilford County through the NC State Cooperative Extension office to advise/coordinate neighborhood gardens

***Karen Neill**, Guilford County Extension Director, prefaced her presentation by providing a very brief history on community gardens dating back to 1753. Of significance was that North Carolina had the very first documented community garden in Winston as part of Bethabara. She noted the reason community gardens were started through the centuries was due to poverty, limited resources, lack of food, the need to increase morale, etc.....*

She pointed out that she set up the position as a Community Garden/School Garden Coordinator's position and advised there are about 75 schools in Guilford County that have school gardens with at least 9-10 here in High Point. They would like to continue coordinating those efforts by using the school gardens already in place to help connect community and turn them into community gardens during the summer months so they are working gardens throughout the whole year.

She shared the following reasons as to why community gardens make sense:

- ✓ *Food production*
- ✓ *Health benefits*

- ✓ Exercise
- ✓ Youth Education
- ✓ Cultural opportunities
- ✓ Municipal benefits
- ✓ Carbon footprint
- ✓ Urban Eco System

Additionally, community gardens are fun, help build relationships, increase knowledge by teaching life skills, improve health, economic savings, improves neighborhoods (less crime).

Some of the reasons the proposed position is justified are:

- ✓ *Food insecurity, which is a lack of fiscal and economic resources that are available to buy or have sufficient, safe, nutritious foods;*
- ✓ *Our area ranks very high in the Gallup Healthways Well-Being Index*
- ✓ *Community Gardens are increasing (there are currently 75 and the gardens are increasing by at least 3-4 a year);*
- ✓ *School Gardens (currently there are 65 schools with gardens; some of which are in High Point);*
- ✓ *Entrepreneurial opportunities with the new Farmer's Market that High Point is in the process of constructing;*
- ✓ *Currently, there is no one entity that is coordinating efforts across the county and they need a way to track locations, to help coordinate efforts regarding to funding supplies, and knowledge of where the grant/funding is available.*

One of the things that came out of the High Point Youth Focus Summit this year was that kids think the number one way to reduce food insecurity is to grow gardens.

*Ms. Neill proceeded to review the **Responsibilities** for the proposed position:*

- ✓ *To serve on the Greater High Point Food Alliance Board;*
- ✓ *To assist with the Urban AG team already in place;*
- ✓ *To provide direction for the community gardens and the High Point leadership team already in place;*
- ✓ *To create and maintain a county-wide community garden advisory board;*
- ✓ *To create and maintain a school advisory board working closely with the school garden network that already exists;*
- ✓ *To manage a mentor program and recruit and train volunteers, and support those volunteers to assist with gardens (may be through the Extension Master Gardener Program, or it may be a totally separate program designed for just community gardens);*
- ✓ *To provide training and support for development of new community efforts;*
- ✓ *To network with other organizations that already have things in place such as the "Community Voices" program that A & T currently has in place designed around developing community leaders.*

She advised this individual would not necessarily be responsible for building gardens, but would be responsible for building the community that would then, in turn, build the gardens. They would also work with communities to sustain existing gardens and create new ones.

She then reviewed some of the **Additional Responsibilities:**

- ✓ To assist the group in obtaining resources;
- ✓ To possibly serve on the High Point Community Garden Committee;
- ✓ To look at grants, seeds, transplants, composts/soil from city resources;
- ✓ To help with the responsibilities for tool sheds;
- ✓ To manage two small grants (start-up and expansion monies that the Master Gardeners have set up: one for schools and the other for community gardens).

She further explained that the responsibilities for these things are scattered and stressed the need to have a person spearhead and coordinate the efforts. She praised the works of volunteers, but felt they could achieve so much more by having someone that could coordinate the efforts.

They also feel strongly that this individual needs to help in evaluation of the community gardens in an effort to justify the community gardens and efforts in terms of the following:

- ✓ Pounds of produce harvested (dollars that are saved);
- ✓ Health benefits
- ✓ Dollar savings for participants as well as a community as a whole
- ✓ If there is a realized increase in revenues for the entrepreneurial program

The proposed position would be a state (North Carolina Cooperative Extension Service) position because the Guilford County Extension positions fall under the state as far as management, although they do receive some federal, state and county funding. They would collaborate with a team member on the Guilford County Extension staff and would be supervised by the Guilford County Extension Director.

The cost for the position is proposed to be split between the City of Greensboro, City of High Point and Guilford County and is proposed as follows:

Starting salary: \$36,000 with a Bachelor's Degree
Fringe benefits: \$16,000
Total Salary: \$52,000

Committee Member Hill inquired about the possibility of duplication of services and assumed that the position would bring something new and would not be reinventing the wheel on what has already been accomplished. Carl Vierling, Executive Director- Greater High Point Food Alliance, explained that they already use the Guilford County Extension Office as a valuable resource and actually refer people to them since they are the experts.

Comparing the accomplishments in Greensboro to High Point, Ms. Neill pointed out that High Point has been able to accomplish some amazing things because of the foresight of those who put together the Greater High Point Food Alliance and created a position to run it. However, Greensboro put a Food Policy team in place without anyone devoted to see it through, and as a result they floundered.

Mr. McCaslin asked if they have already received financial commitments from both Guilford County and the City of Greensboro and Ms. Neill replied that they have. She further explained that Guilford County and the City of Greensboro have been supportive of the position even before the budget process started and that all three entities were in agreement with the initial plan to run these monies through the Parks & Recreation departments, but it was cut out of High Point's Parks & Recreation Department's budget.

Ms. Neill advised they would need an intergovernmental agreement drafted before anything could be started and it was noted that more than likely the intergovernmental agreement would be drafted by Guilford County.

Mr. McCaslin asked the Committee if this is something that they felt to be beneficial and if they would like for staff to proceed with discussions between Guilford County and the City of Greensboro. If so, it would require a budget amendment that would have to be approved by the City Council for the funding.

The Prosperity & Livability Committee members unanimously offered support for the proposed position and recognized the benefit.

Charges/Fees for Special Events

Chairman Ewing suggested that staff get information together for discussion at the next Prosperity & Livability Committee meeting regarding charges/fees for special events. Then once they make a recommendation, they would forward it to the Finance Committee for discussion on the dollars that would be associated with it.

There being nothing further to discuss, the meeting adjourned at 9:30 a.m.

Respectfully Submitted,

Lisa B. Vierling, MMC
City Clerk

Jason P. Ewing, Chairman

HERBERT SHANNON JR

From: Cogburn, Clinton H. <CCogburn@tuggleduggins.com>
Sent: Tuesday, September 05, 2017 5:26 PM
To: HERBERT SHANNON JR
Cc: Fox, Michael; Judy Stalder; Duggins, Nathan
Subject: RE: Sheetz Plan

Herb,

Mike asked me to contact you in regards to our application. We are proposing two amendment to our zoning proposal:

1. Withdrawing the condition concerning air pumps and hoses
2. Withdrawing the condition concerning the right-of-way

With those withdrawals, the zoning proposal should now only include one condition regarding access to the site.

Additionally, Mike and Nathan have been in contact with Mark McDonald at City of High Point Transportation regarding transportation and access issues. In their discussion, Mark indicated that Transportation was likely amending their portion of the staff report regarding access, specifically regarding the access off of Gisbourne Drive. We just want to make sure the correct information is communicated to High Point City Council and understand what will be included in the final staff report.

Thanks,

Clint H Cogburn
Tuggle Duggins P.A.
100 N. Greene Street, Suite 600
Greensboro, NC 27401
T 336-271-5256 | F 336-274-6590
CCogburn@tuggleduggins.com
www.tuggleduggins.com

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From: HERBERT SHANNON JR [mailto:herb.shannon@highpointnc.gov]
Sent: Thursday, August 31, 2017 3:33 PM
To: Judy Stalder

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

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

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on August 22, 2017 and before the City Council of the City of High Point on September 18, 2017 regarding **Zoning Map Amendment Case 17-16 (ZA-17-16)** 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, 2017, for the Planning and Zoning Commission public hearing and on September 6, 2017 and September 13, 2017, for the City Council public hearing pursuant to Chapter 160A-364 of the General Statutes of North Carolina; and

WHEREAS, the proposed amendment was adopted by the City Council of the City of High Point on **September 18, 2017.**

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

SECTION 1

That the Official Zoning Map of the City of High Point be amended to establish the following described area as: **Conditional Zoning General Business (CZ-GB) District.** The zoning site is approximately 21.002 acres and lying along the east side of N. Main Street, approximately 300 feet north of Old Plank Road (3500 N. Main Street). The zoning site is also known as Guilford County Tax Parcel 0198445 (excluding the northern 0.574 acres of the parcel) and more specifically described as follows:

BEING NEW LOT 2 OF THE BENCINI REALTY CO. map as recorded in Plat Book 101 Page 137, in the Office of the Register of Deeds of Guilford County, North Carolina, consisting of 21.596 acres, more or less, SAVE AND EXCEPT the following parcel:

Beginning at the northwest corner of NEW LOT 2 OF THE BENCINI REALTY CO. map as recorded in Plat Book 101 Page 137, in the Office of the Register of Deeds of Guilford County, North Carolina, thence from said beginning point with the northern line of said lot South 87° 04’ 18” East 378.34 feet to the northeast corner of said lot, thence with the eastern line of said lot South 02° 54’ 47” East 77.37 feet to a point; thence North 83° 41’ 33” West 386.79 feet to a point in the western line of said lot; thence with said western line North 02° 49’ 16” East 54.17 feet to the point and place of beginning containing 0.574 acres, more or less.

SECTION 2

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

Part I. USES:

Any uses allowed in the General Business (GB) District subject to the standards of the Development Ordinance and the specific conditions listed in this ordinance

Part II. CONDITIONS:

A. Prohibited Uses: The following use types, as listed in Table 4.1.9 (Principle Use Table) of the Development Ordinance, shall be prohibited

1. Commercial Use Classification

- a) Tattoo/body piercing
- b) Pawnshop

B. Undisturbed Area:

- 1. Until such time as the area that lies northwest of the gas pipeline easement and east of Guilford County tax parcels 0198500 and 0198502 is developed, the property owner shall leave the area in a natural and undisturbed state.
- 2. Upon development of the area that lies northwest of the gas pipeline easement and east of Guilford County tax parcels 0198500 and 0198502, the applicant shall provide a forty (40) foot wide natural and undisturbed vegetated buffer along tax parcels 0198500 and 0198502. Unless the Development Ordinance requires a higher perimeter landscape yard, the-existing trees in this forty (40) foot wide buffer area shall be supplemented, where necessary, to meet the Type B perimeter landscape yard rate.

C. Transportation Conditions.

1. Vehicular Access:

- a. N. Main Street: Two access points shall be provided to North Main Street (one aligning with Woodbend Court and one lying south of the Colonial Pipeline easement) and cross-access easement(s) shall be provided to the adjacent property to the south/east (Guilford County Tax Parcel 0223243) with locations to be approved by the High Point Director of Transportation.
- b. Seward Avenue: No access point shall be permitted to Seward Avenue.

2. Improvements:

a. North Main Street

Widen North Main Street from north of the Old Plank Road intersection to the Woodbend Court (aka Site Drive 3 intersection in the TIA) to provide a three-lane cross section with a center turn lane.

b. North Main Street (south of Colonial Pipeline easement)
(aka and Site Drive 2 in the TIA)

- i. Construct a three-lane cross-section on the westbound stop-controlled approach of the full movement access with one (1) ingress lane and two (2) egress lanes.
- ii. Construct an exclusive right turn lane on the northbound approach of North Main Street. Provide a minimum of one-hundred (100) feet of full storage and appropriate bay taper.

c. North Main Street at Woodbend Court access

- i. Construct a three-lane cross-section on the westbound stop-controlled approach of the full movement access with one (1) ingress lane and two (2) egress lanes.
- ii. Construct an exclusive right turn lane on the northbound approach of North Main Street. Provide a minimum of one-hundred (100) feet of full storage and appropriate bay taper.
- iii. Construct an exclusive left turn on the southbound approach of North Main Street.

d. Other Transportation Conditions

- i. Any development beyond the area shown in the Traffic Impact Analysis (TIA) by Ramey Kemp and Associates dated July, 2017 (the approximate western 10 acres of the property) shall require the submittal of a revised TIA.
- ii. The City of High Point Transportation Director and the North Carolina Department of Transportation (NCDOT) shall approve the exact location and design of all access points and improvements.

SECTION 3

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

SECTION 4

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

SECTION 5

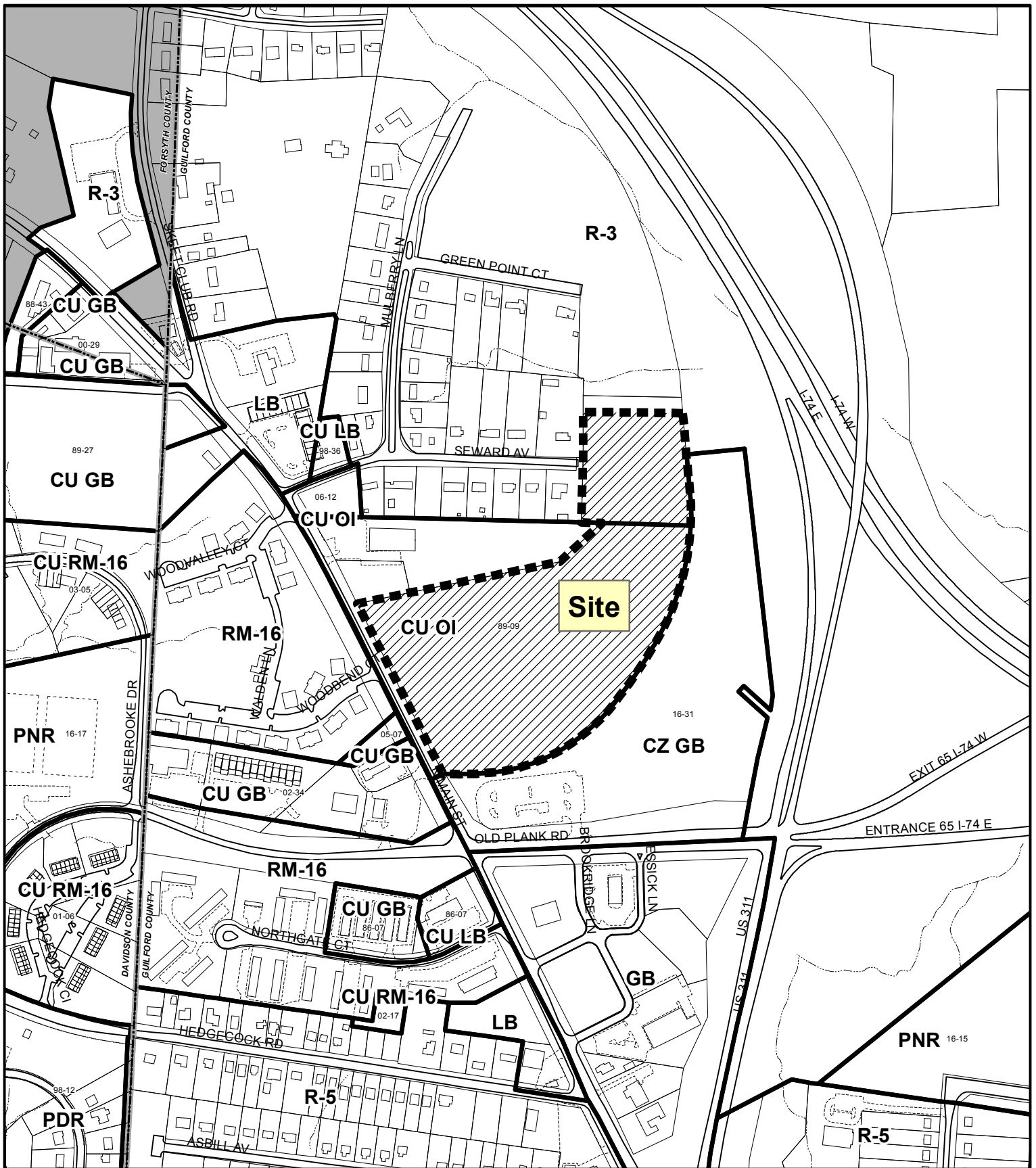
That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 6.

This ordinance shall become effective upon the date of adoption.

18th day of September, 2017.

Lisa B. Vierling, City Clerk



ZONING MAP AMENDMENT ZA-17-16

From: Conditional Use Office Institutional and Residential Single Family-3

To: Conditional Zoning General Business

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

**Planning & Development
Department**

City of High Point

Date: August 22, 2017



Scale: 1"=500'
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 2017/pz/za17-16.mxd

CITY OF HIGH POINT

AGENDA ITEM



Title: Interlocal Cooperation Agreement with Guilford County on Downtown Multi-Use Sports and Entertainment Facility

From: Greg Demko, City Manager

Meeting Date: September 18, 2017

Public Hearing: N/A

Advertising Date

Advertised By:

Attachments: Interlocal Cooperation Agreement for Economic Development Purposes

PURPOSE:

In accordance with State law, the City of High Point and Guilford County can agree to jointly exercise the authority and functions of the other unit of government when such is memorialized in a contract or agreement. The attached Interlocal Cooperation Agreement will provide appropriations from Guilford County for revenues derived from the incremental property tax values in the Stadium Influence Area for the purposes to pay debt service on the Multi-Use Sports & Entertainment Facility Limited Obligation Bonds, Series 2017.

BACKGROUND:

The Catalyst Project financial feasibility projections included anticipated revenue sharing from Guilford County to provide additional funds from their incremental taxes resulting from the development in the Stadium Influence Area. Those revenues will be restricted to and used for debt service on the limited obligation bonds which are being issued for the multi-use stadium construction.

The Interlocal Cooperation Agreement provides the authority for Guilford County to appropriate those tax revenues to the City of High Point for 20 years beginning with fiscal year 2019-2020, or until the bonds are paid off, whichever comes first.

BUDGET IMPACT:

The additional revenues will be included in the recommended annual budgets beginning with the Fiscal Year 2019-2020 Annual Budget.

RECOMMENDATION / ACTION REQUESTED:

The City Council is recommended to authorize the Mayor to execute the Interlocal Cooperation Agreement for Economic Development Purposes with Guilford County.

**RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR
ECONOMIC DEVELOPMENT PURPOSES WITH GUILFORD COUNTY**

WHEREAS, pursuant to the provisions of Section 160A-461 of the General Statutes of North Carolina, the City of High Point ("City") is authorized to enter into interlocal agreements with other units of local government and local political subdivisions in order to execute any undertaking; and

WHEREAS, Guilford County, North Carolina ("County") is a body politic and corporate county in the State of North Carolina, established and regulated by Chapter 98 of the Public Local and Private Laws of 1941, as amended by Chapter 793 of the 1969 Session Laws of Chapter 594 of the 1985 Session Laws, which operates the Guilford County Animal Shelter; and

WHEREAS, the County and the City desire to undertake an economic development project in the City of High Point, the purpose of which is to construct a multi-use stadium and entertainment venue as the anchor element of what is known as the Catalyst Project of the City of High Point; and

WHEREAS, the intent of this interlocal agreement is that the County agrees to support this economic development activity by committing to the City of High Point an annual amount of funds equal to the then current City of High Point tax rate (64.75 cents/hundred as of the date of this Agreement) applied against the increased tax revenue realized by the County as a result of the increase in assessed valuation on taxable real property within the Stadium Influence Area over the period of 20 years from the date established in this Agreement, and

WHEREAS, the County and City agree that no joint agency is required to be created to effectuate the goals and purposes of this Agreement, as both governments agree that the City of High Point shall administer the project to be supported by this Agreement, and

WHEREAS, municipalities are authorized under NCGS 160A-209 to levy property taxes for, among other purposes, Auditoriums, Coliseums and Convention Centers; Community Development; and Economic Development; and

WHEREAS, the City and the County desire to enter into an interlocal cooperation agreement to undertake an economic development project known as the Catalyst Project of the City of High Point.

THEREFORE, BE IT RESOLVED by the High Point City Council, that the Mayor is hereby authorized to execute the Interlocal Cooperation Agreement wherein Guilford County agrees to support this economic development activity by committing to the City of High Point an annual amount of funds equal to the then current City of High Point tax rate (64.75 cents/hundred as of the date of this Agreement) applied against the increased tax revenue realized by the County as a result of the increase in assessed valuation on taxable real property within the Stadium Influence Area over the period of 20 years from the date established in this Agreement.

Adopted this the 18th day of September, 2017.

Lisa B. Vierling
High Point City Clerk

William S. Bencini, Jr., Mayor

INTERLOCAL COOPERATION AGREEMENT FOR ECONOMIC DEVELOPMENT PURPOSES

WHEREAS, Article 20 of Chapter 160A of the General Statutes of North Carolina authorizes counties and cities to jointly exercise the powers or functions of the other unit of government pursuant to a contract or agreement, which contract or agreement shall be ratified by resolution of the governing board of each participating unit. As required by law, the agreement must be of reasonable duration as determined by the participating units of government, and

WHEREAS, the County of Guilford (“County”) and the City of High Point (“City”) desire to undertake an economic development project in the City of High Point, the purpose of which is to construct a multi-use stadium and entertainment venue as the anchor element of what is known as the Catalyst Project of the City of High Point. The intent of this interlocal agreement is that Guilford County agrees to support this economic development activity by committing to the City of High Point an annual amount of funds equal to the then current City of High Point tax rate (64.75 cents/hundred as of the date of this Agreement) applied against the increased tax revenue realized by the County as a result of the increase in assessed valuation on taxable real property within the Stadium Influence Area over the period of 20 years from the date established in this Agreement, and

WHEREAS, the County of Guilford and City of High Point agree that no joint agency is required to be created to effectuate the goals and purposes of this Agreement, as both governments agree that the City of High Point shall administer the project to be supported by this Agreement, and

WHEREAS, municipalities are authorized under NCGS 160A-209 to levy property taxes for, among other purposes, Auditoriums, Coliseums and Convention Centers; Community Development; and Economic Development.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Term and Termination. The term of this Agreement and commitment to pay a portion of increased tax revenues shall be 20 years, beginning with the first annual payment on December 31, 2019, or until the debt is fully retired, defeased or escrowed for payment at maturity, whichever occurs first. The term of this agreement shall be 20 years, unless terminated earlier according to this Section.

2. Contingent on Stadium Construction. This Agreement for participation by Guilford County is contingent on the completion of construction of a multi-use stadium and entertainment venue (“Stadium”) as the anchor project of the Catalyst Project by the City of High Point. If construction is delayed past the opening of the 2019 minor league baseball season, this agreement shall begin on December 31 of the year in which minor league play commences in the Stadium constructed in the Catalyst Project area as shown on Exhibit A attached hereto. If no Stadium is constructed in the Catalyst Project Area by the City of High Point, then the County of Guilford shall have no further obligation to the City under this Agreement.

3. Financial Support for Economic Development Project.

(a) Guilford County agrees to support this economic development activity by committing to the City of High Point an annual amount of funds equal to the then current City of High Point tax rate (64.75 cents/hundred as of the date of this Agreement) applied against the increased tax revenue collected by the County as a result of the increase in assessed valuation on taxable real property within the Stadium Influence Area, as shown on Exhibit B attached hereto, over the term established in this Agreement. The City tax rate to be applied to the increased tax revenues collected by the County as a result of the increase in assessed valuation of real property shall be the then current City tax rate, but never more than 64.75 cents/hundred.

(b) Payments shall be made on December 31 of each year during the term of this Agreement, with any payment or payments after December 31 necessary to true up to the correct amount being made on the last day of each month beginning in January of the year immediately following the December 31 prior year payment.

(c) The amount of increase in assessed valuation in the Stadium Influence Area shall be measured from the base valuation date of July, 2017 (the "Base Date") as certified by the Guilford County Tax Assessor and as used by the County for the tax bills sent out for 2017. A full and complete record of the valuations for the real property situated in the Stadium Influence Area as of the Base Date shall be produced by the County, a copy shared with the City, and accurate copies of the data kept by both the County and City throughout the Term of this Agreement. The amount of increase in the assessed valuation of real property in the Stadium Influence Area from the Base Date shall be recalculated by the County as of July of each year using the assessed values used in calculating tax bills for each successive year for the term of this Agreement.

4. Use of County Funds Restricted.

(a) The City of High Point commits that all funds received from the County under this Agreement will be used to repay debt on the Stadium. Further, the City commits that all increased municipal tax revenues received by the City as a result of the increase in assessed valuation on taxable property within the Stadium Influence Area will be used to repay debt on the Stadium. Pro forma amortization schedules for the repayment of debt are attached for information purposes, such schedules subject to change as sources and uses of funds become more definite.

(b) Notwithstanding the provisions of subsection (a) of this Section, in any year in which revenues from funds earmarked in subsection (a) for debt repayment are in excess of the amounts necessary for debt repayment the City commits that the excess funds will be used to prepay or defease bonds or escrow in a sinking fund for payment of future debt service payments.

5. Use of Other Project Revenues. The City of High Point commits that funds received by the City from team or tenant rent at the Stadium, any ticket surcharges assessed against admission tickets, and any funds received from the High Point Convention and Visitors Bureau, will be used for debt repayment and contributions to a capital maintenance and replacement fund exclusively for the Stadium. However, in no event shall any funds received from the County pursuant to this agreement be used for any purpose other than debt repayment.

6. Miscellaneous Provisions.

(a) No new hire personnel are contemplated as necessary to the execution of this undertaking. Employees of the City shall carry out the duties and responsibilities necessary to manage the Stadium project and any reports necessary for the County. No new hire personnel are contemplated as necessary for County participation in this undertaking.

(b) The method of financing this undertaking is the apportionment of increased tax revenues collected by the County as a result of the increased assessed valuation of real property in the Stadium Influence Area. Each party shall bear their respective costs of administration of this undertaking and this Agreement.

(c) Nothing in this Agreement is intended to result in ownership of real property by the County by virtue of this Agreement.

6. Amendment. this Agreement may be amended by mutual written agreement of the County and the City, ratified by the governing board of each party.

This the 21st day of September, 2017.

COUNTY OF GUILFORD

By: _____
Jeff Phillips
Chair, Board of County Commissioners

CITY OF HIGH POINT

By: _____
William S. Bencini, Jr.
Mayor, City of High Point



City of High Point

Proposed Redevelopment Area

CITY OF HIGH POINT

AGENDA ITEM



Title: Model Farm Road Bridge Replacement

From: Terry Houk – Public Services Director
Robby Stone – Public Services Asst. Director
Trevor Spencer – Projects Engineer

Meeting Date: September 18, 2017

Public Hearing: N/A

Advertising Date: August 6, 2017

Advertised By: Purchasing

Attachments: Attachment A – Award Recommendation & Certified Bid Tab
Attachment B – Picture of Existing Bridge Site

PURPOSE:

The City has budgeted for the replacement of the Model Farm Road Bridge.

BACKGROUND:

The existing bridge on Model Farm Road requires replacement due to structural deficiencies and functional obsolescence. The bridge will be demolished and replaced with a reinforced concrete box culvert. The low bidder is an experienced contractor properly licensed by the State of North Carolina. This project is federally funded and will require oversight by NCDOT during construction. The City will receive 80% reimbursement from FHWA for all construction costs.

BUDGET IMPACT:

Funds for this project are available in the FY 2017-2018 budget .

RECOMMENDATION / ACTION REQUESTED:

The Public Services Department recommends approval of the contract and that the appropriate City official and/or employee be authorized to execute all necessary documents to award the project to Smith-Rowe, LLC in the amount of \$951,864.64.



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: **Public Services**

COUNCIL AGENDA DATE: **Sep 18, 2017**

BID NO.: **11-081617** CONTRACT NO.: DATE OPENED: **Aug 16, 2017**

DESCRIPTION:

Model Farm Road Bridge Replacement

PURPOSE:

The City has budgeted for the replacement of the Model Farm Road Bridge.

COMMENTS:

The existing bridge on Model Farm Road requires replacement due to structural deficiencies and functional obsolescence. The bridge will be demolished and replaced with a reinforced concrete box culvert.

RECOMMEND AWARD TO: **Smith-Rowe, LLC** AMOUNT: **\$951,864.64**

JUSTIFICATION:

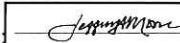
At the August 16th re-bid opening, Smith-Rowe, LLC was the low bidder of the three (3) qualified bidders that submitted a bid.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
401710	533701	401001000105	40202	951,864.64
TOTAL BUDGETED AMOUNT				951,864.64

DEPARTMENT HEAD: **Terry Houk** Digitally signed by Terry Houk
DN: cn=Terry Houk, o=City of High Point, ou=Public Services, email=terry.houk@highpointnc.gov, c=US
Date: 2017.09.06 11:13:33 -0400 DATE: **Sep 6, 2017**

The Purchasing Division concurs with recommendation submitted by the **Public Services and recommends award to the lowest responsible, responsive bidder **Smith-Rowe, LLC** in the amount of \$ **951,864.64**.**

PURCHASING MANAGER: **Erik Conti** Digitally signed by Erik Conti
DN: cn=Erik Conti, o, ou, email=erik.conti@highpointnc.gov, c=US
Date: 2017.09.06 11:32:49 -0400 DATE: **Sep 6, 2017**

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR:  Digitally signed by Jeffrey A. Moore
DN: cn=Jeffrey A. Moore, o=City of High Point, NC, ou=Financial Services Director, email=jmoore@highpointnc.gov, c=US
Date: 2017.09.07 16:42:44 -0400 DATE: **Sep 7, 2017**

CITY MANAGER: **Greg Demko** Digitally signed by Greg Demko
DN: cn=Greg Demko, o=High Point, ou=High Point, email=greg.demko@highpointnc.gov, c=US
Date: 2017.09.11 09:33:34 -0400 DATE: **Sep 11, 2017**



WE Design Your Tomorrow . . .

Raleigh
Transportation
Planning
Bridge/Structural
Civil/Site
Construction Observation
Surveying

Wilmington
Surveying

September 5, 2017

Mr. Trevor Spencer, PE
Public Services Project Engineer
City of High Point
211 S. Hamilton, Rm. 206
High Point, NC 27260

**Re: City of High Point – Model Farm Road Bridge Replacement
Re-Bid # 11-081617**

Dear Mr. Spencer:

Bids were received by the Purchasing Department on 8/16/17 for the above referenced project. A total of three bids were received and opened. Our certified tabulation of the bid is attached, and a summary of the bids are as follows:

<u>Bidder</u>	<u>Amount of Bid</u>
Triangle Grading & Paving, Inc.	\$972,389.00
Smith-Rowe, LLC.	\$951,864.64
Yates Construction Company, Inc.	\$1,030,300.00

The lowest bidder on the project is approximately 6.01% higher than the estimated construction cost updated by our firm. Smith-Rowe, LLC is a properly licensed highway & bridge contractor and is capable of performing the work required by the Contract.

Based on the information presented above, Wetherill Engineering recommends the City of High Point City Council consider awarding this contract to Smith-Rowe, LLC in the amount of their total bid of \$951,864.64.

If you have any questions or need additional information please feel free to contact me.

Best Regards,

Greg Purvis, PE
Project Manager
Wetherill Engineering, Inc.



WE Design Your Tomorrow

Raleigh
 Transportation
 Planning
 Bridge/Structural
 Civil/Site
 Construction Observation
 Surveying

Wilmington
 Surveying

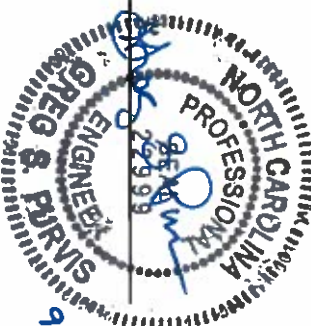
City of High Point – Model Farm Road Bridge Replacement
Re-Bid # 11-081617

ITEM	DESCRIPTION	SMITH-ROWE, LLC 639 OLD US 52 S MT. AIRY, NC 27030	TRIANGLE GRADING & PAVING 1521 HUFFMAN MILL RD BURLINGTON, NC 27215	VATES CONSTRUCTION COMPANY, INC. 9220 NC 65 STOKESDALE, NC 27357
		AMOUNT	AMOUNT	AMOUNT
1	MODEL FARM ROAD BRIDGE REPLACEMENT	\$ 951,864.64	\$ 972,389.00	\$ 1,030,300.00

THIS TO CERTIFY THAT THIS TABULATION IS CORRECT AND A TRUE
 AND ACCURATE COPY OF THE BIDS SUBMITTED, THIS TIME AND DAY OF
 SEPTEMBER, 2017

WETHERILL ENGINEERING, INC.

BY: *Greg S. Purvis*
 Greg S. Purvis, PE



9/5/17



MODEL FARM ROAD BRIDGE

YEAR BUILT: 1966

DRAWN BY: JoAnne Carlyle, City Attorney, City of High Point
RETURN TO: City Attorney, P. O. Box 230, High Point, NC 27261

Property Address: 206 North Hoskins Street, High Point, NC

Excise Tax:\$ NTC

NORTH CAROLINA

QUIT CLAIM DEED

GUILFORD COUNTY

THIS QUIT CLAIM DEED, made and entered into this _____ day of _____, 2017, by and between the **CITY OF HIGH POINT**, a municipal corporation existing under the laws of the State of North Carolina, (P. O. Box 230, High Point, NC, 27261), hereinafter referred to as GRANTOR, and **HABITAT FOR HUMANITY OF HIGH POINT, ARCHDALE & TRINITY, INC.**, a non-profit corporation existing under the laws of North Carolina, (300 North Main St., Suite 300, High Point, NC 27260) hereinafter referred to as GRANTEE;

WITNESSETH:

WHEREAS, the City of High Point, subject to and in consideration of the conditions set forth and the further sum of One Dollar (\$1.00) to it paid by the party of the second part, the receipt of which is hereby acknowledged, has quitclaimed and by these presents, does quitclaim unto the said party of the second part, its successors and assigns, all right, title and interest which it has in and to the tract or parcel of land in the County of Guilford, State of North Carolina, High Point Township, and more particularly bounded and described as follows:

Being Lot numbers Two Hundred and One (201) and Two Hundred and Two (202) of Washington Terrace Subdivision, as per plat thereof recorded in Plat Book 6, Page 161, in the Office of the Register of Deeds of Guilford County, North Carolina.

For back reference, see deed recorded in Book 7943, Page 2098 of the Guilford County Registry.

SPECIAL PROVISIONS:

The consideration of this conveyance is Habitat for Humanity of High Point, Archdale and Trinity, Inc.'s agreement to use this property only for the "public" purpose of furthering the mission of providing low to moderate, owner-occupied housing. If for any reason the property ceases to be used for a "public" purpose, the property shall revert back to the City of High Point.

TO HAVE AND TO HOLD, the said Property and all privileges and appurtenances thereunto belonging to Grantee, its successors ad/or assigns, in the fee simply subject to any easements, restrictions, and right-of-way, if any, and ad valorem taxes for current and subsequent years.

GRANTOR makes no warranty, express or implied, as to the title of the Property.

The designation of Grantor or Grantee as used herein shall include said parties, their heirs, successors, and/or assigns, and shall include singular, plural, masculine feminine or neuter as required by context.

IN WITNESS WHEREOF, the said party of the first part has caused this Deed to be executed in its corporate name by its Mayor, attested by its City Clerk, the day and year first above written.

CITY OF HIGH POINT

By: 
William S. Bencini, Jr., Mayor

ATTEST:


City Clerk



NORTH CAROLINA

GUILFORD COUNTY

I Cynthia C Duncan-Smith, a Notary Public of the County and State aforesaid, do hereby certify that Lisa B. Vierling personally appeared before me this day and acknowledged that she is City Clerk of the City of High Point, and that by authority duly given and as an act of the said City, the foregoing instrument was signed in its name by its Mayor, and attested by herself as its City Clerk.

WITNESS my hand and official seal, this the 3 day of October, 2017.

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

My commission expires.

1/18/2020

Cynthia C Duncan-Smith
Notary Public

**RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR
ECONOMIC DEVELOPMENT PURPOSES WITH GUILFORD COUNTY**

WHEREAS, pursuant to the provisions of Section 160A-461 of the General Statutes of North Carolina, the City of High Point ("City") is authorized to enter into interlocal agreements with other units of local government and local political subdivisions in order to execute any undertaking; and

WHEREAS, Guilford County, North Carolina ("County") is a body politic and corporate county in the State of North Carolina, established and regulated by Chapter 98 of the Public Local and Private Laws of 1941, as amended by Chapter 793 of the 1969 Session Laws of Chapter 594 of the 1985 Session Laws, which operates the Guilford County Animal Shelter; and

WHEREAS, the County and the City desire to undertake an economic development project in the City of High Point, the purpose of which is to construct a multi-use stadium and entertainment venue as the anchor element of what is known as the Catalyst Project of the City of High Point; and

WHEREAS, the intent of this interlocal agreement is that the County agrees to support this economic development activity by committing to the City of High Point an annual amount of funds equal to the then current City of High Point tax rate (64.75 cents/hundred as of the date of this Agreement) applied against the increased tax revenue realized by the County as a result of the increase in assessed valuation on taxable real property within the Stadium Influence Area over the period of 20 years from the date established in this Agreement, and

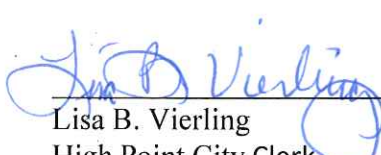
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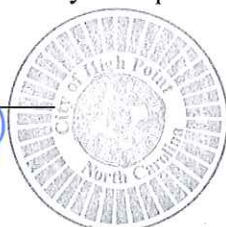
WHEREAS, the City and the County desire to enter into an interlocal cooperation agreement to undertake an economic development project known as the Catalyst Project of the City of High Point.

THEREFORE, BE IT RESOLVED by the High Point City Council, that the Mayor is hereby authorized to execute the Interlocal Cooperation Agreement wherein Guilford County agrees to support this economic development activity by committing to the City of High Point an annual amount of funds equal to the then current City of High Point tax rate (64.75 cents/hundred as of the date of this Agreement) applied against the increased tax revenue realized by the County as a result of the increase in assessed valuation on taxable real property within the Stadium Influence Area over the period of 20 years from the date established in this Agreement.

Adopted this the 18th day of September, 2017.



Lisa B. Vierling
High Point City Clerk





William S. Bencini, Jr., Mayor

BK: R 8065

PG: 721-724

RECORDED:

07-06-2018

08:54:31 AM

BY: JANE SCHULTZ
DEPUTY-HP



2018035203

GUILFORD COUNTY, NC

JEFF L. THIGPEN
REGISTER OF DEEDS

NC FEE \$26.00

49
Return to: Joanne Carlyle, City Attorney
City of High Point
P.O. Box 230
High Point, NC 27261
Resolution No. 1714 / 17-61

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT, IN A REGULAR MEETING ASSEMBLED ON THE 18th DAY OF SEPTEMBER, 2017, AT 5:30 P.M. IN THE HIGH POINT PARKS & RECREATION ADMINSTRATIVE OFFICE (LARGE CONFERENCE ROOM); 136 NORTHPOINT AVENUE, HIGH POINT, NORTH CAROLINA:

Street Abandonment (Closure) Case 17-03 (CORRECTED DESCRIPTION Jan. 21, 2018)
(abandon the northern portion, approximately 254 feet, of the Joshua Circle right-of-way lying south of Courtesy Road)

WHEREAS, Thomas Built Buses has petitioned the City Council of the City of High Point to permanently abandon (close) a portion of the Joshua Circle right-of-way lying south of Courtesy Road, which is more specifically described as follows.

Abandonment of all that part of the Joshua Circle right-of way lying southeast of the intersection of Joshua Circle and Courtesy Road for a distance of 254 feet. This area of street abandonment is bound by Guilford County Tax Parcels 0172444, 0172445 and 0172425 to the south and by Guilford County Tax Parcel 0172447 and a portion of 0172450 (154-foot portion of this parcel that is lying southeast of tax parcel 0172447) to the north.

WHEREAS, the petition has been duly filed with this Council in a Regular meeting assembled on the 7th day of August, 2017, at 5:30 p.m. setting the 18th day of September, 2017 at 5:30 p.m., in the High Point Parks & Recreation Administration Office (Large Conference Room), as the time and place for a public hearing before said Council on said petition, and public notice of said

time and place was ordered given, all pursuant to North Carolina G.S. 160A-299; and

WHEREAS, due and proper notice of said hearing to be heard on the petition at this meeting of City Council was made by publication in the High Point Enterprise for four (4) consecutive weeks, beginning August 25, 2017 and September 1, 8 & 15, 2017; and,

WHEREAS, the above entitled matter, pursuant to said resolution and notice was called for hearing before said Council at which time there was no objection or opposition offered on the part of any firm or corporation to abandon (closure) of the above described portions of Joshua Circle; and

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

NOW THEREFORE BE IT RESOLVED:

1. That the portion of Joshua Circle right-of-way, as described above, be closed pursuant to North Carolina G.S. 160A-299;
2. That the City of High Point shall retain a 20-foot wide City of High Point electrical easement centered over the existing City of High Point electrical pole and service lines within and crossing the right-of-way;
3. That the City of High Point shall retain a 20-foot wide sewer line easement centered over existing sewer lines within or crossing the right-of-way;
4. That the City of High Point shall retain a 20-foot wide water line easement centered over existing water lines within or crossing the right-of-way;
5. That the City of High Point shall retain a 20-foot wide Piedmont Natural Gas easement centered over existing gas lines within or crossing the right-of-way;
6. That the City of High Point shall retain a 30-foot wide North State easement centered over the existing North State electrical pole and service lines within and crossing the right-of-way and extending 15 feet beyond North State's last pole on Joshua Circle to accommodate the existing guy-line at the dead end;
7. That the City of High Point shall retain a 30-foot wide Duke Energy easement centered over existing Duke Power lines (overhead and underground) within or crossing the right-of-way; and
8. That a copy of this resolution be filed in the Office of the Register of Deeds for Guilford County, North Carolina.

By order of the City Council,
this the 18th day of September, 2017
Lisa B. Vierling, City Clerk



STREET ABANDONMENT SN-17-03

Applicant: Thomas Built Buses

Area: 0.23 acres



Location of requested street abandonment



Previously abandoned right-of-ways

Planning & Development
Department

City of High Point

Date: August 7, 2017



Scale: 1"=300'

G:/Planning/Secure/ba-pz/
2017/pz/sa17-03.mxd

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

Certified Copy

I, Sandra Keeney, Deputy City Clerk of the City of High Point, North Carolina, do hereby certify that the foregoing Resolution is a true and accurate copy adopted by the City Council in official Session on September 18, 2017 and upon approval by City Council will be recorded in Book 92 of the Official Minute Books and Resolution Book XIX of this City, under my care, custody and control. As of this date, action to adopt said Resolution has not been amended, rescinded or repealed and is in full force and effect.

WITNESS my hand and the Corporate Seal of the City of High Point, the 28th day of June, 2018.



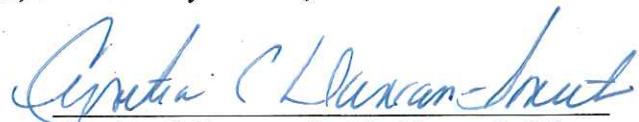

Sandra Keeney, Deputy City Clerk

ACKNOWLEDGEMENT

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

WITNESS my hand and official Notarial Seal, this 28th day of June, 2018.

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


Cynthia C. Duncan-Smith, Notary Public

Commission Expires: 1/18/2020