

City of High Point

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



Meeting Agenda

Monday, July 21, 2014

5:30 PM

Council Chambers

City Council

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

ROLL CALL, PRAYER, AND PLEDGE OF ALLEGIANCE**MISCELLANEOUS**

- [140219](#) Neighborhood Leaders Council - Presentation of Officers Prevost and Burchett
The Neighborhood Leaders Council will be present to present a plaque to Officer Mike Prevost and Robert Burchett for their work with the area neighborhood associations.
- [140220](#) Resolutions of Appreciation - Mutual Aid Crews
Council is requested to adopt Resolutions of Appreciation for the following Cities and Towns who assisted High Point following the ice storm of March 2014: City of Gastonia, City of Asheville, Town of Chapel Hill, Town of Mooresville, City of Raleigh, City of Charlotte, City of Kings Mountain, City of Concord.

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

- [140181](#) Contract - Side Loading Refuse Trucks
Approval of contract to Piedmont Peterbuilt in the amount of \$492,950 for the purchase of two (2) new side loading refuse trucks (\$246,474.00 each) to be used in the automated collection program.
- [140182](#) Contract -Supplemental Agreement - Davis-Martin-Powell
Approval of contract for Contract Administration and Resident Project Inspection to Davis Martin Powell in the amount of \$223,000.00 for the construction of the Highway 66 Sewer and Phase II Water.
- [140183](#) Contract - Bid No. 58 - Highway 66 Water Improvements, Phase II
Approval of contract awarding Bid No. 58 for the Highway 66 Water Improvements, Phase II. Purchasing and Public Services recommends that contract be awarded to Yates Construction, Inc. in the amount of \$1,295,899.58 which is the lowest responsive and responsible bidder meeting specifications.
- [140184](#) Contract - Bid No. 59 - Highway 66 Sewer Improvements
Approval of contract awarding Bid No. 59 for the Highway 66 Sewer Improvements. Purchasing and Public Services recommends that contract be awarded to Yates Construction, Inc. in the amount of \$1,739,163.00 which is the lowest responsive and responsible bidder meeting specifications.
- [140185](#) Budget Ordinance Amendment - Tub Grinder
Adoption of a Budget Ordinance amending the 2014-2015 Budget Ordinance to appropriate funds in the amount of \$774,888.00 for the purchase of a Tub Grinder for use at the Ingleside Compost Facility.

- [140186](#) Contract - Tub Grinder
Approval of contract with James River Equipment in the amount of \$744,887.66 for the purchase of a 2014 Morbark 1300B Tub Grinder for use at the Ingleside/Landfill Facilities.
- [140187](#) Change Order - Shook Construction - Removal of Building at Westside WWTP
Approval of Change Order submitted by Shook Construction in the amount of \$93,689.35 for the removal of the old control building at the Westside WWTP.
- [140188](#) Change Order - Sharpe Brothers Contract - Resurfacing of City Streets, Add-ons
Consideration and approval of change order number 1 to the Sharpe Brothers contract to add additional streets to the existing resurfacing contract in the amount of \$400,000.00.
- [140189](#) Agreement of Services - Habitat for Humanity - CHDO Contract
Approval of Agreement of Services contract between the City of High Point Community Development and Housing Department and Habitat for Humanity of High Point, Archdale and Trinity (Habitat) as a Community Housing Development Organization (CHDO) to build additional affordable housing in the Graves Avenue and West End areas.
- [140190](#) Resolution - Sublease of Depot Property - Total Bliss
Council is requested to adopt a resolution authorizing the City to enter into a sublease agreement with Total Bliss, LLC to locate a Specialty Paint business at the Depot.
- [140191](#) Resolution - Lease of High Point Theatre Property - Theatre Art Gallery (TAG)
Council is requested to adopt a Resolution authorizing the City to enter into a lease with the Theatre Art Gallery (TAG) at the High Point Theatre.
- [140192](#) Condemnation - Rich Fork Creek Outfall - 699 Joyce Circle
Adoption of a Resolution authorizing the City Attorney's office to file condemnation proceedings on the property located at 699 Joyce Circle, High Point, NC. The property is needed for the Rich Fork Creek Outfall project.
- [140193](#) Condemnation - Rich Fork Creek Outfall - 2711 S. NC Hwy 66, Forsyth County
Adoption of a Resolution authorizing the City Attorney's office to file condemnation proceedings on the property located at 2711 S. NC Hwy 66, Forsyth County, belonging to Benjamin Jordan/Barbara Jordan. The property is needed for the Rich Fork Creek Outfall project.
- [140194](#) Condemnation - Cedrow Drive Roadway & Sidewalk Improvements - 1503 Cedrow Drive
Adoption of a Resolution authorizing the City Attorney's office to file condemnation proceedings on the property located at 1503 Cedrow

Drive, High Point, belonging to C.A.R.E. Investments, LLC. The property is needed for the Cedrow Drive Roadway & Sidewalk Improvement project.

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

- [140195](#) Ordinance - Demolition of Structure - 206 E. Ray Avenue
Adoption of an ordinance ordering the inspector to effectuate the demolition of a structure located at 206 E. Ray Avenue belonging to Sammie Chess, Jr. and Sandra Chess.
- [140196](#) Ordinance - Demolition of Structure - 1211 Vernon Place
Adoption of an ordinance ordering the inspector to effectuate the demolition of a structure located at 1211 Vernon Place belonging to Basil N. Agapion.
- [140197](#) Ordinance - Demolition of Structure - 208 Brinkley Place
Adoption of an ordinance ordering the inspector to effectuate the demolition of a structure located at 208 Brinkley Place belonging to Billy M. Hughey and David Hall.
- [140198](#) Ordinance - Demolition of Structure - 524 N. Centennial Street
Adoption of an ordinance ordering the inspector to effectuate the demolition of a structure located at 524 N. Centennial Street belonging to Willie Taylor Cecil.
- [140199](#) Ordinance - Demolition of Structure - 617 Caudell Place
Adoption of an ordinance ordering the inspector to effectuate the demolition of a structure located at 617 Caudell Place belonging to Dorothy C. Marlitt and Ruth Kennedy.
- [140200](#) Ordinance - Demolition of Structure - 1501 East Avenue
Adoption of an ordinance ordering the inspector to effectuate the demolition of a structure located at 1501 East Avenue belonging to Jose and Inez Rojas.
- [140201](#) Ordinance - Demolition of Structure - 1512 Wendell Avenue
Adoption of an ordinance ordering the inspector to effectuate the demolition of a structure located at 1512 Wendell Avenue belonging to Lelia Brooks.
- [140202](#) Ordinance - Demolition of Structure - 652 Wesley Place
Adoption of an ordinance ordering the inspector to effectuate the demolition of a structure located at 652 Wesley Place belonging to Frontgate Enterprises, LLC.
- [140203](#) Ordinance - Demolition of Structure - 1508 E. Green Drive
Adoption of an ordinance ordering the inspector to effectuate the demolition of a structure located at 1508 E. Green Street belonging to Emanuel Agapion.
- [140204](#) Ordinance - Demolition of Structure - 1204 Pearson Place

Adoption of an ordinance ordering the inspector to effectuate the demolition of a structure located at 1204 Pearson Place belonging to Hines G. Smith Estate.

[140222](#) Contract - Abatemaster, Inc. - Kilby Hotel Site
Consideration of a contract with Abatemaster, Inc. to abate and remove debris from the Kilby Hotel site.

[140223](#) Ordinance - Demolition of First Baptist Church - Washington Street
Consideration of an ordinance to demolish the First Baptist Church located at 701 Washington Street and award contract to Abatemaster, Inc. for abatement and removal of asbestos.

COMPREHENSIVE PLANNING COMMITTEE - Council Member Smothers,

Chair

[140205](#) Resolution of Intent - Street Abandonment Case 14-05 - CHP
Approval of a Resolution of Intent that establishes a public hearing date of Monday, August 18, 2014 at 6:15 p.m. to consider a request by the Technical Review Committee to abandon a partially improved alley lying along the west side of N. Elm Street, between Gatewood Avenue and Church Avenue.

[140206](#) Resolution of Intent - Street Abandonment Case 14-06 - CHP
Approval of a Resolution of Intent that establishes a public hearing date of Monday, August 18, 2014 at 6:15 p.m. to consider a request by the Technical Review Committee to abandon an unimproved right-of-way lying along the north side of Belmont Drive, approximately 170 feet west of Janice Drive.

[140218](#) Core City Action Plan - FY 2014-2015
Council is requested to adopt the Core City Action Plan for FY 2014-2015.

[140221](#) Manager's Report - re: Core City
Presentation on Core City responsibilities as directed by City Council.

PUBLIC COMMENT PERIOD - 6:00 P.M.

PUBLIC HEARINGS - 6:15 P.M.

COMPREHENSIVE PLANNING COMMITTEE - Council Member Smothers,

Chair

[140207](#) BRC Whites Mill, LLC - Land Use Plan Amendment Case 14-03
A request by BRC Whites Mill, LLC and the City of High Point Planning & Development Department to change the Land Use Map Classification for approximately 3.5 acres from Office to a Community/Regional Commercial classification. The site is lying west of Eastchester Drive and to the north and south of Ramsay Street.

- [140208](#) Ordinance - BRC Whites Mill, LLC - Zoning Case 14-06
A request by BRC Whites Mill, LLC to rezone approximately 2.5 acres from a Conditional Use General Office High-Intensity (CU GO-H) District to a Conditional Zoning Limited Business (CZ-LB) District. The site is lying at the southwest corner of Eastchester Drive and Ramsay Street (2513 Eastchester Drive).
- [140209](#) Ordinance - Deep River Center LLC - Zoning Case 14-07
A request by Deep River Center LLC to rezone approximately 2.2 acres from a Conditional Use Shopping Center (CU-SC) District to a Conditional Zoning Shopping Center (CZ-SC) District. The site is lying at the southwest corner of W. Wendover Avenue and Penny Road (4015 Precision Way).
- [140210](#) Ordinance - High Point University - Amendment to Zoning Case 12-06
A request by High Point University to amend Conditional Zoning Case 12-06 (CZ12-06) to amend the development & dimensional standards, landscaping conditions and transportation conditions. The site is bounded by Montlieu Avenue, N. College Drive and Boundary Avenue.
- [140211](#) Ordinance - Heritage Home Group, LLC - Zoning Case 14-08
A request by Heritage Home Group, LLC to rezone approximately 8.6 acres from a Conditional Use Planned Unit Development-Limited (CU-PDL) District to a Conditional Zoning General Office-Moderate-Intensity (CZ GO-M) District. The site is lying along the west side of Eastchester Drive, approximately 1,300 feet south of Deep River Road. (1925 Eastchester Drive).

OTHER NEW BUSINESS

- [140212](#) Appointment of City Attorney and Approval of Contract
Consideration of the appointment of the city attorney and approval of contract.

BOARDS AND COMMISSIONS APPOINTMENTS AND VACANCY REPORT

- [140214](#) Citizens Advisory Council - Reappointment
Council is requested to confirm the reappointment of Mr. Willie Davis (Ward 1 -Golden) to the Citizens Advisory Council. Appointment to be effective immediately and will expire May 31, 2016.
- [140215](#) Appointment - Planning & Zoning Commission
Council is requested to confirm the appointment of Mr. Jim Armstrong to the Planning and Zoning Commission as the Ward 3 representative. Mr. Armstrong will be filling the unexpired term of Mr. Ed Spivey who has resigned due to health concerns. Appointment to be effective immediately and will expire July 1, 2015.
- [140216](#) Boards and Commissions - Vacancy Report
Attached is the current list of vacancies for all Boards and Commissions.

APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS[140217](#)

Minutes to be approved

Budget Review Session; Tuesday, May 27th @ 3:00 p.m.

Budget Review Session; Wednesday, May 28th @ 3:00 p.m.

Community Housing & Neighborhood Dev. Committee; Tuesday, June 10th @ 9:00 a.m.

Comprehensive Planning Committee; Tuesday, June 10th @ 10:00 a.m.

Budget Review Session; Tuesday, June 10th @ 11:00 a.m.

Finance Committee; Monday, June 16th @ 4:00 p.m.

High Point City Council Regular Meeting; Monday, June 16th @ 5:30 p.m.

ADJOURNMENT

**PLANNING AND DEVELOPMENT DEPARTMENT
INSPECTION SERVICES DIVISION
HOUSING ENFORCEMENT**

**ORDINANCE
REQUEST:**

Ordinance to Demolish

**PROPERTY
ADDRESS:**

1512 Wendell Av

OWNER:

Lelia Brooks

**FIRST
INSPECTION:**
5-15-2013

Summary of Major Violations
1) damaged roof system
2) rotten flooring system
3) heating unit has been removed
4) electrical system has been removed
5) plumbing system has been removed
6) structurally unsafe porch ceiling
7) holes in interior walls throughout dwelling
8) partially collapsed attached open carport

**HEARING
RESULTS:**
6-12-1013

The owners did not appear for the hearing. During the hearing, the following findings of fact were established. There are numerous violations of the Minimum Housing Code. There are structural violations creating an unsafe dwelling. The dwelling is currently uninhabitable due to numerous Minimum Housing Code violations. In its present state necessary repairs to the dwelling exceed 50% of the current tax value. The Guilford County Tax value of the dwelling is \$23,800. The repair estimate is \$29,000.

**ORDER(S)
ISSUED:**
6-12-2013

Order to Repair or Demolish with a compliance date of 9-11-2013

APPEALS:

No appeals to date.

**OWNER
ACTIONS:**

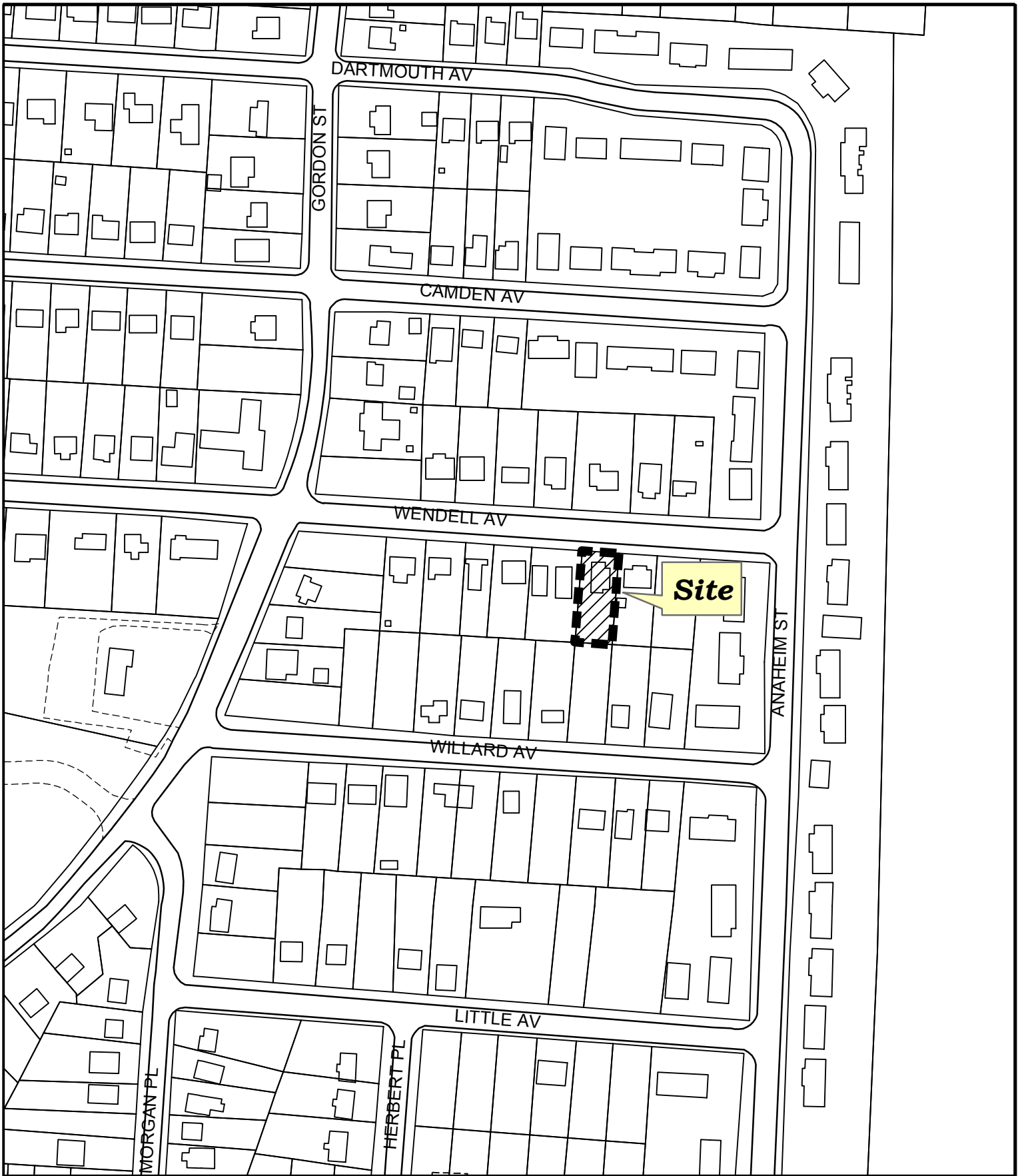
There have been no permits issued and repairs have not started.

EXTENSIONS:

None requested

**CURRENT
STATUS:**

Conditions still exist.



1512 Wendell Avenue

Ordinance to Demolish



Location of subject property

**Planning and Development
Department**

City of High Point

Date: July 15, 2014



Scale: 1"=200'

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ord-demo.mxd

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

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

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

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

PROPERTY LOCATION

1512 Wendell Avenue
High Point, NC

OWNER (S)

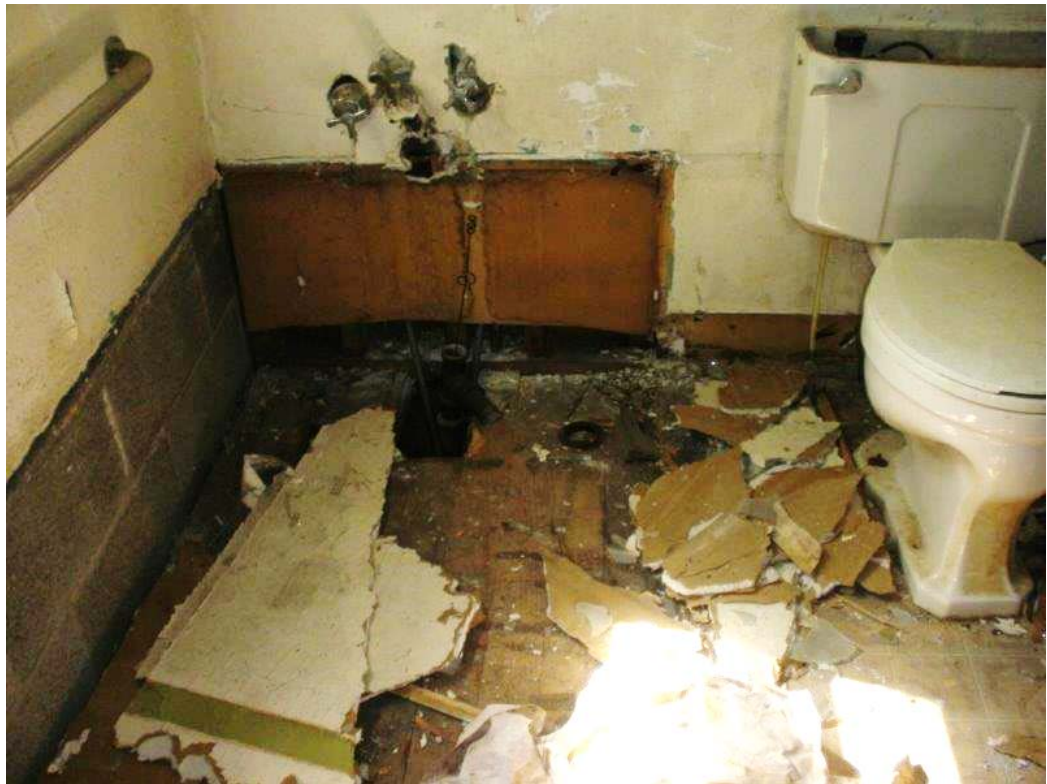
Lelia Brooks
P O Box 14984
Greensboro, NC 27415

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

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

Adopted by City Council,
This the 21st day of July 2014

Lisa B. Vierling, City Clerk



1512 Wendell Avenue



1512 Wendell Avenue

ABATEMASTER, INC.

PO Box 12367
Winston-Salem, NC 27117-2367
(336) 731-4396 Phone
(336) 731-4398 Fax

PROPOSAL/CONTRACT

July 17, 2014

Ms. Katherine Bossi
City of High Point
P.O. Box 230
High Point, NC 27261

Phone: 336-883-3345
Email: katherine.bossi@highpointnc.gov

Re: Proposal AI# P14-610
627 E. Washington St.
High Point, NC

Dear Ms. Bossi:

Scope of Work:

To remove and dispose of asbestos containing debris pile and remaining parts of the structure still standing at the above referenced address. All debris will be treated as non-friable asbestos and disposed of as so, unless a friable material is found. Removal will be performed with the methods described in the provided abatement design from Trinity Environmental, LLC, and as approved by the NC Health Hazard Control Unit. Demolition and clean-up will be performed down to the footings and slab, unless option is chosen to take the slab after abatement is complete. Fill dirt and grading will be brought in to fill any voids or drop offs left from the demolition process.

Abatement—Labor/equipment/supplies--\$45,020.00 + Landfill fees with 10% handling/overhead added

(Tickets and waste manifests will be provided for verification of expenses incurred at the landfill. We have estimated the landfill fees to range between \$15,000.00-\$50,000.00)

If asbestos containing floor tile is found on the concrete slab that will be priced for removal once the scope can be determined. The concrete slab can be cleaned and left as clean concrete. The abatement is more cost effective than disposing of concrete as asbestos. At that point the slab can be disposed of as non-asbestos.

_____ **Option 1:** To remove concrete slab and footings and dispose of as non-asbestos.

Removal of slab—Labor/equipment/supplies--\$9,600.00 + Landfill fees with 10% handling/overhead added



Proposal AI# P14-610
Ms. Burnie Mcclrath
627 E. Washington St.
High Point, NC
July 17, 2014
Page 2

Landfill fees: \$36.00/ton for non-friable asbestos
\$75.00/yard for friable asbestos
\$8.00/ton for clean concrete
3rd Party Abatement Design: \$1,500.00

The following terms and conditions apply:

1. **Insurance:** Abatemaster, Inc. carries all statutory insurance as follows: Workmen's Compensation, Vehicle Liability and Collision and General Liability Insurance including coverage for Asbestos Exposures with Standard Policy Limits of \$1,000,000 and an Umbrella Policy with Limits of \$5,000,000.
2. **Damages and Repairs:** Due to the nature of the removal process, some damages can be expected to walls, floors, paint, wall coverings, carpet, and tile from tape adhesive, water, etc. Abatemaster, Inc. will take all possible precautions, but the Owner is responsible for repairing any damages due to the removal activity. The exception will be if Abatemaster, Inc. causes damages as a result of negligence, then such repairs will be performed by Abatemaster, Inc. Abatemaster, Inc. can in no way be held responsible for telephone, electrical, security or any other wiring, plumbing that is damaged due to the abatement process.
3. **Payment:** Due upon completion and receipt of invoice.

Our price will remain in effect for thirty days and is contingent upon the following conditions:

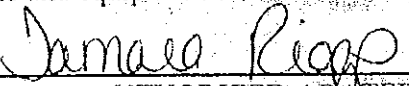
1. Regulations governing asbestos abatement remain in effect without any change.
2. Disposal requirements affecting asbestos do not change.

The Owner will be responsible for the following:

1. Provide access to water.
2. Provide access to electricity.
3. Provide uninterrupted path of access to the work area and staging area for vehicles, materials and equipment of sufficient size.

July 17, 2014

DATE


AUTHORIZED ABATEMASTER, INC. SIGNATURE

To Abatemaster, Inc.:

Sign and return in order to proceed with work as described in this proposal.

DATE

AUTHORIZED SIGNATURE FOR OWNER

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 June 24, 2014 and before the City Council of the City of High Point on July 21, 2014 regarding Zoning Case 14-07 a proposed amendment to the Official Zoning Map of the “City of High Point Development Ordinance”;

WHEREAS, notice of the public hearings was published in the High Point Enterprise on June 15, 2014, for the Planning and Zoning Commission public hearing and on July 9, 2014 and July 16, 2014, for the City Council public hearing pursuant to Chapter 160A-364 of the General Statutes of North Carolina; and

WHEREAS, the proposed amendment was adopted by the City Council of the City of High Point on July 21, 2014.

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

SECTION 1

That the Official Zoning Map of the City of High Point be amended to establish the following described area as a: **Conditional Zoning Shopping Center (CZ-SC) District**. The property is approximately 2.2 acres and lying along north side of Precision Way, at the southwest corner of Wendover Avenue and Penny Road. The property is also known as 4015 Precision Way, and Guilford County Tax Parcel 0196612.

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. Permitted Uses:

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, the requirements of the Development Ordinance and subject to the specific conditions of this ordinance.

B. Restricted Uses.

1. The following restrictions shall apply to any use with a drive-through/service window or menu board.
 - a. Drive-thru/service windows and menu boards shall not be permitted on the building façade facing W. Wendover Avenue or between the principal building and the street right-of-way along the W. Wendover Avenue street frontage.
 - b. Drive-thru/service windows may be permitted on the building facade facing Penny Road or between the principal building and the street right-of-way along the Penny Road street frontage, provided plantings are installed to obscure the drive-through windows from view as measured from the front of the Deep River Friends Meeting building. No menu boards shall be permitted.

C. Prohibited Uses: The following uses, enumerated in Table 4-5-1, Permitted Use Schedule of the Development Ordinance, shall be prohibited:

1. Accessory Uses

- a. Bulky Item Outdoor Display
- b. Caretaker Dwellings
- c. Communication Towers (exceeding height limits of zoning district)
- d. Communication Towers (not exceeding height limits of zoning district)
- e. Disabled Motor Vehicles
- f. Swimming Pools

2. All Agricultural Uses

3. All Residential Uses

4. Recreational Uses:

- a. Athletic Fields
- b. Billiard parlors
- c. Bingo games
- d. Bowling centers
- e. Coin-operated amusements
- f. Dance schools
- g. Golf courses, miniature
- h. Martial arts instructional schools
- i. Physical fitness centers
- j. Public Parks
- k. Skating Rinks
- l. Sports Instructional Schools
- m. Sports and recreation clubs, indoor
- n. Video Sweepstakes Establishments

5. Educational & Institutional Uses:

- a. Ambulance Services

- b. Auditoriums, Coliseums, or Stadiums (capacity < 100 people)
 - c. Auditoriums, Coliseums, or Stadiums (capacity > 100 people)
 - d. Cemeteries/Mausoleums
 - e. Colleges or Universities
 - f. Fire Stations
6. Business, Professional & Personal Service Uses:
- a. Automobile Rental or Leasing
 - b. Automobile Repair Services, Minor
 - c. Automobile Parking (commercial)
 - d. Car Washes
 - e. Hotels or Motels
 - f. Kennels or Pet Grooming Services
 - g. Laundromats, coin-operated
 - h. Laundry or Dry Cleaning Plants
 - i. Shoe Repair or Shoeshine Shops
 - j. Television, radio or electronic repairs (principal use)
 - k. Theaters, indoors
 - l. Veterinary Services (other)
 - m. Watch or jewelry repair shops (principal uses)
7. Retail Trade Uses:
- a. ABC Stores (liquor)
 - b. Bars
 - c. Bars (capacity>100 persons)
 - d. Building Supply Sales (no storage yard)
 - e. Building Supply Sales (with storage yard)
 - f. Convenience Stores (with gasoline pumps)
 - g. Convenience Stores (without gasoline pumps)
 - h. Garden Centers or Retail Nurseries
 - i. Services stations, gasoline
 - j. Tire sales
8. Transportation, Warehousing and Utilities
- a. Communication or Broadcasting Facilities
 - b. Communication Towers (exceeding height limits of zoning district)
 - c. Communication Towers (not exceeding height limits of zoning district)
 - d. Courier Service Substation
 - e. Demolition Debris landfills, Minor
 - f. Utility Lines and Related Appurtenances (as a principal use)
9. Other Uses:
- a. High Mast Outdoor Lighting > 50 ft. in height
 - b. Mixed Developments
 - c. Storage Trailers (accessory uses)

Part II. CONDITIONS

A. Development & Dimensional Standards and Architectural Design Standards:

The following development standards shall apply to any development upon the zoning site:

1. Development & Dimensional Standards

- a. All lots shall have a minimum lot area of 30,000 square feet. There shall be a maximum of two (2) lots.
- b. All buildings shall be restricted to one story, shall not exceed thirty (30) feet in height,
- c. Outdoor Activities: No outdoor storage or outdoor display shall be permitted.
- d. Signage:
 - i. Neon signs shall not be permitted.
 - ii. All freestanding signs shall be monument type signage with a maximum height of 6 feet.

2. Architectural Design Standards

- a. The architecture and design guidelines developed for the rezoning site shall be in accordance with the requirements of the Eastchester Scenic Corridor Overlay District and shall be consistent with the design guidelines established for the property through the Design Guidelines for Wendover Crossing.
- b. All principal buildings on the site have a hip or gable roof design.
- c. Conditional Zoning Plan: Development of the site shall be in conformance with the associated Conditional Zoning Plan in regards to perimeter landscaping, location and setback of development (building and parking). *[Exhibit #1 Conditional Zoning Plan]*.
- d. Metal and vinyl sided buildings shall be prohibited on the rezoning site.
- e. The use of high intensity metallic or fluorescent colors on any façade is prohibited.
- f. No roof or accent roof lighting or accent building lighting shall be permitted.
- g. No neon, LED or similar accent lighting shall be permitted on the exterior of building(s).
- h. All principal buildings shall be designed to be architecturally compatible with the historic Deep River Friends Meeting building. Guidelines governing such buildings shall ensure that they have compatible building materials, colors and roof design compatible with the Deep River Friends Meeting church building. All building materials and colors shall be specified in the required design guidelines to insure against incompatibility with the Deep River Friends Meeting church building.

- i. Automobile bays shall not be permitted.
- j. Fencing shall not be permitted along the W. Wendover Avenue or Penny Road street frontages.
- k. Screening of equipment (ground or roof mounted):
 - i. Purpose and Intent: This section is intended to provide standards to mitigate negative impacts on adjacent property owners from viewing unsightly equipment or accessory areas associated with permitted SC District uses. Except for roof mounted equipment as viewed from W. Wendover Avenue, which shall be screened to the maximum extent possible, the intent is to filter views and to not have direct unobscured views of this equipment or areas; it is not intended to mandate 100% visual screening.
 - ii. Decorative screening and/or landscaping shall be installed to obscure from view, at a height of six (6) feet above ground level as seen from the centerline of any adjacent street, all trash rooms, trash-holding receptacles, roof mounted equipment or appurtenances, loading or service areas, mechanical or electrical equipment, or other unsightly building appurtenances.

B. Parking and Loading Areas:

1. Parking:

- a. Parking shall not be permitted within the 30-foot street planting yard along West Wendover Avenue. Access and circulation drives shall be permitted within the street setback, subject to the planting and street yard requirements.

2. Loading and Service Areas:

- a. Loading and service areas shall not face the W. Wendover Avenue street frontage.
- b. If located on the side of a building, it shall be screened from view by a wall(s) or landscaping, or combination thereof, from the W. Wendover Avenue street frontage.

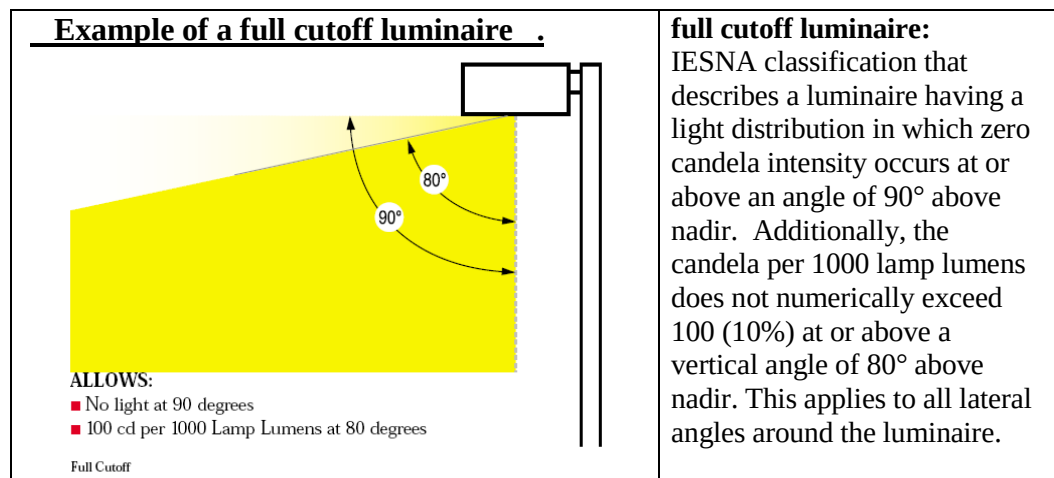
C. Landscaping: Landscaping shall be installed as required by the City of High Point Development Ordinance, as showed on the Conditional Zoning Plan, and as conditioned by this ordinance.

- 1. Buffer Standard along the W. Wendover Avenue street frontage (as depicted on Conditional Zoning Plan and as conditioned by this ordinance): A minimum thirty (30) foot wide Street Yard, planted at a Type B Rate, shall be provided. Fifty percent (50%) of shrubs utilized along this roadway shall consist of evergreen species of planting material. These shrubs shall be a locally adapted species expected to reach a minimum height of thirty (30) inches and a minimum spread of thirty (30) inches within three years of planting.

2. Buffer Standards along the Penny Road street frontage, including the intersection chord (as depicted on Conditional Zoning Plan and as conditioned by this ordinance): A minimum fifteen (15) foot wide Street Yard, planted at a Type C Rate, shall be provided, except that shrub rate shall be increased to provide for a minimum of 38 shrubs per 100 linear feet. Fifty percent (50%) of shrubs utilized along this roadway shall consist of evergreen species of planting material. These shrubs shall be a locally adapted species expected to reach a minimum height of thirty (30) inches and a minimum spread of thirty (30) inches within three years of planting.

D. Lighting

1. All freestanding exterior lighting shall be limited to thirty (30) feet in height.
2. Freestanding exterior lighting fixtures (not including lighting attached to the principal structure) shall be required to be full cutoff luminaire fixtures. Free standing exterior light fixtures shall be directed inward and downward into the site and include the use of shields to direct light and glare away from adjacent residential uses. "Sagged glass" or any formed lens which drops down below the bottom of the luminaire housing shall not be permitted.



3. Lighting intensity and glare from lighting shall not exceed zero-foot candle as measured at the property line of the zoning site. As part of construction plan approval, the property owners shall submit a lighting plan that meets these standards for review and approval by the Planning & Development Director.

E. Transportation:

1. One access point shall be permitted to Precision Way.
2. Access to W. Wendover Avenue shall be prohibited.
3. Access to Penny Road shall be prohibited.

4. The location, design, and construction of all driveways and other transportation improvements shall be subject to the requirements of the City of High Point Driveway Ordinance.

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

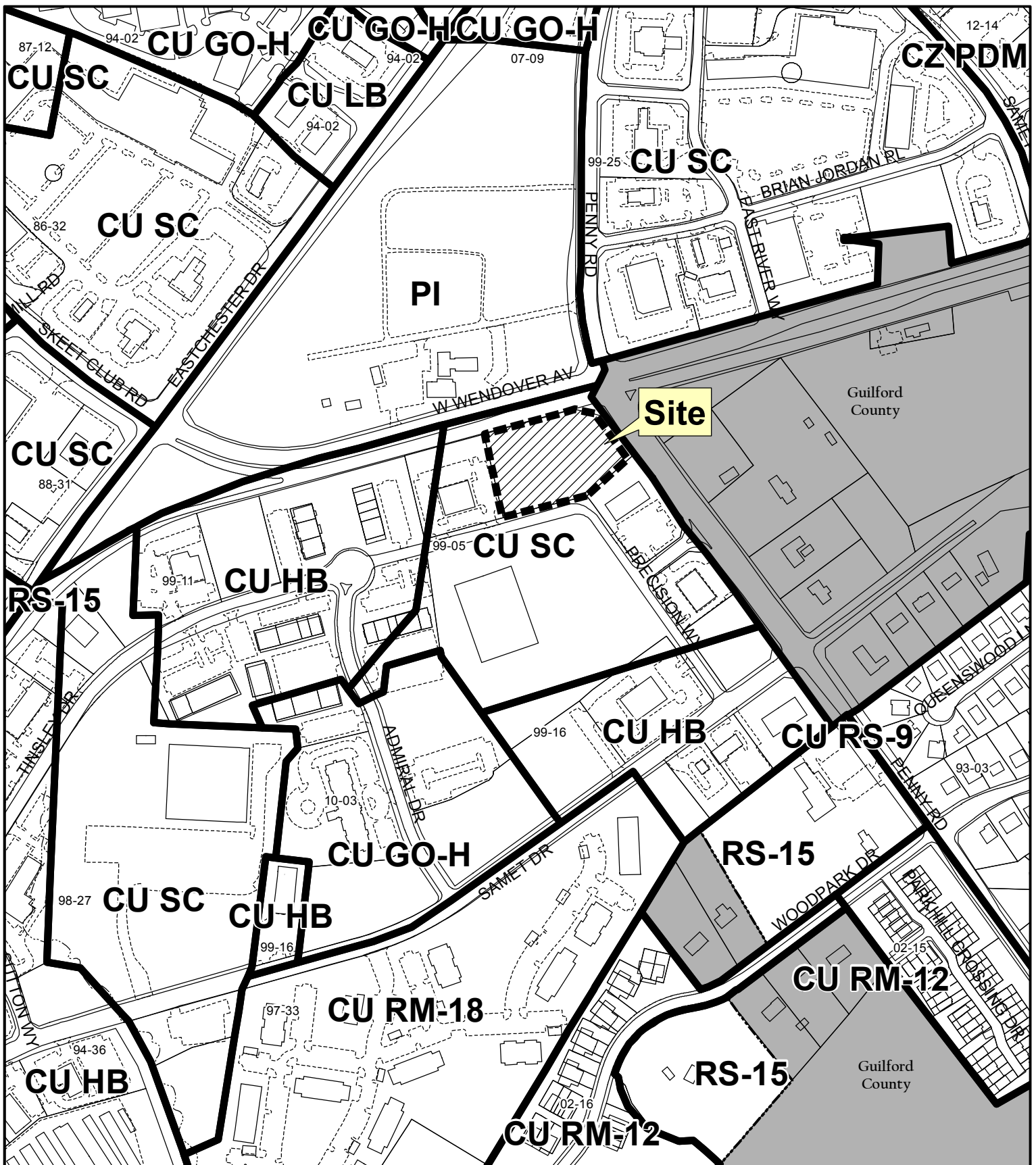
That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 6.

This ordinance shall become effective upon the date of adoption.

21st. day of July, 2014.

Lisa B. Vierling, City Clerk



ZONING CASE 14-07

From: Conditional Use Shopping Center
To: Conditional Zoning Shopping Center

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

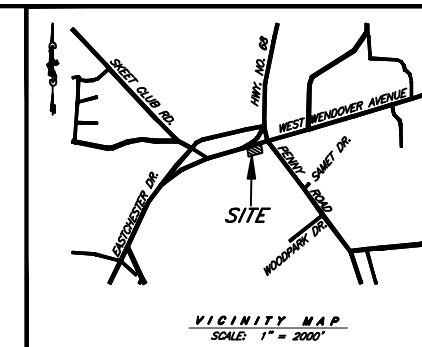
**Planning & Development
 Department**

City of High Point

Date: June 19, 2014



Scale: 1"=400'
 G:\Planning\Secure\ba-pz/
 2014\pz\z14-07.mxd



(19)
WENDOVER CROSSING
D.B. 4919 PG. 955
TAX MAP NO. 284-1-14
P.B. 142, PG. 73
AREA = 2.460 AC.

PRECISION WAY
(PRIVATE DRIVE)

(6)
WENDOVER CROSSING
D.B. 4689 PG. 1485-87
TAX MAP NO. 284-1-12
P.B. 135, PG. 30
AREA = 8.969 AC.

(3)
WENDOVER CROSSING
D.B. 4689 PG. 1485-87
TAX MAP NO. 284-1-12
P.B. 135, PG. 30
AREA = 1.586 AC.

PENNY ROAD
(S.R. #1536) (90' R/W)

CONDITIONAL ZONING PLAN
FOR
CZ 14-07
LANDSCAPING ALONG W. WENDOVER AVENUE
AND PENNY ROAD FRONTAGES
HIGH POINT TOWNSHIP GUILFORD COUNTY
DEEP RIVER TOWNSHIP NORTH CAROLINA
SCALE: 1" = 100' DATE: 5-15-14

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

EVANS ENGINEERING, INC. ENGINEERS, PLANNERS, SURVEYORS
4609 DUNDAS DRIVE GREENSBORO, NORTH CAROLINA 27407
PHONE: (336) 854-8877 FAX: (336) 854-8876

H:\DRAWINGS\Penny Road\Wendover Crossing Lot #2\Lot#2 Conditional Zoning Plan.dwg



MEMORANDUM

Date: July 12, 2014

To: Bob Morgan, Interim Assistant City Manager

From: Terry Houk, Public Services Director

Re: Agenda Item

I respectfully request that the following be included for consideration on the next Council Agenda:

Approval for Ingleside/Landfill Facilities to purchase of 2014 Morbark 1300B Tub Grinder from James River Equipment via GSA contract number GS-30F-0018N

This unit will replace the City of High Point's oldest tub grinder that caught fire during the ice storm clean-up. It has been determined to be total loss by our insurance company. The insurance company will supply funds for repair but city staff is recommending the purchase of a new unit instead of repairing the current unit that is 15 years old. The new 2014 Mobark 1300 B will be identical to the tub grinder that is in operation now. This will allow for standardization of operator training safety protocols and spare parts.

Public Services is recommending that the following be accepted:

Purchase of 2014 Mobark 1300B Tub Grinder: \$744,887.66
From James River Equipment

Funding for this will come from account number: 661740-533101

Cc: Jeff Moore
Eric Olmedo
Tarinda Chappell
Robby Stone
Randall Lee
File



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: **Public Services**

COUNCIL AGENDA DATE: **July 21, 2013**

BID NO.: CONTRACT NO.: **GS-30F-0018N** DATE OPENED:

DESCRIPTION:

Purchase new 2014 Mobark 1300B tub grinder via General Services Administration (GSA) contract # GS-30F-0018N

PURPOSE:

This unit will replace the City of High Point's oldest tub grinder that caught fire during the ice storm clean-up. It has been determined to be total loss by our insurance company.

COMMENTS:

RECOMMEND AWARD TO: **James River Equipment** AMOUNT: **\$774,887.66**

JUSTIFICATION:

The insurance company will supply funds for repair but city staff is recommending the purchase of a new unit instead of repairing the current unit that is 15 years old.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
661740	533101			
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: **Terry L. Houk** Digitally signed by Terry L. Houk
DN: cn=Terry L. Houk, o=Public Services, ou=City of High Point, email=terry.houk@highpointnc.gov, c=US
Date: 2014.07.15 09:17:38 -0400 DATE: **Jul 15, 2014**

The Purchasing Division concurs with recommendation submitted by the **Public Svcs. Department** and recommends award to the lowest responsible, responsive bidder **James River Equipment** in the amount of \$ **774,887.66**.

PURCHASING MANAGER: **Tarinda Chappell** Digitally signed by Tarinda Chappell
DN: cn=Tarinda Chappell, o=City of High Point, ou=Purchasing, email=tarinda.chappell@highpointnc.gov, c=US
Date: 2014.07.15 09:27:05 -0400 DATE: **Jul 15, 2014**

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=jm@highpointnc.gov, c=US
Date: 2014.07.16 11:55:34 -0400 DATE: **Jul 16, 2014**

CITY MANAGER: **Randy E. McCaslin** Digitally signed by Randy E. McCaslin
DN: cn=Randy E. McCaslin, o=City of High Point, NC, ou=City Manager, email=randy.mccaslin@highpointnc.gov, c=US
Date: 2014.07.16 11:58:32 -0400 DATE: **Jul 16, 2014**



Damaged Tubgrinder



New Tubgrinder



MEMORANDUM

TO: Mayor and City Council

FROM: JoAnne Carlyle

RE: Condemnation – July 21, 2014 Agenda
Rich Fork Creek Outfall
2722 S. NC Hwy 66, Forsyth County

DATE: June 4, 2014

Council is requested to adopt a Resolution authorizing condemnation proceedings on the property described in Deed Book 1138, Page 735 of the Forsyth County Registry located 2722 NC Hwy. 66, Forsyth County.

On May 20, 2014 the property owners were mailed a certified letter giving them 30 days notice of our intention to begin condemnation proceedings. A copy of this letter and a map showing the area in question is attached.

I will be glad to answer any questions you may have regarding these properties.

EXHIBIT C

**RESOLUTION AUTHORIZING CONDEMNATION TO ACQUIRE A PORTION
OF CERTAIN PROPERTY IN CONNECTION WITH THE
RICH FORK CREEK OUTFALL**

WHEREAS, the City Council of the City of High Point hereby determines that it is necessary and in the public interest to acquire an easement across a portion of the real property at 2711 s. NC Hwy 66, Forsyth County, North Carolina.

WHEREAS, the proper officials or representatives of the City of High Point have been unable to acquire the needed easement in this property by negotiated conveyance; and

WHEREAS, it is deemed in the best interest of the City that the City Attorney be authorized to institute civil proceedings to condemn said property and that the Director of Finance issue a draft to the Clerk of Superior Court as just compensation to the owner in the amount of \$9,900.00;

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

1. the City of High Point shall acquire an easement across a portion of the real property at issue;

title to a portion of that certain property located 2711 S. NC Hwy 66, Forsyth County, described in Deed Book 1138, Page 0735 of the Forsyth County Registry.
2. the City Attorney of the City of High Point is hereby directed to institute the necessary proceedings under Chapter 40A of the North Carolina General Statutes to acquire an easement across the said portion of property;
3. the Director of Finance is hereby authorized to issue a draft in the amount of \$9,900.00 to the Clerk of Superior Court as just compensation to said owners.

Adopted by City Council,
this 21st day of July, 2014

Lisa Vierling
City Clerk

City Attorney

JoAnne L. Carlyle



May 20, 2014

NOTICE OF CONDEMNATION

Mr. Benjamin P. Jordan
Barbara Moore Jordan
2711 S. NC 66 Hwy.
Kernersville, NC 27284

VIA CERTIFIED MAIL
7099 3400 0014 1262 7328

RE: Notice of Intent to Institute Condemnation Proceedings Under G.S. 40A-40.

General Description of property is as follows:

Being a portion of the property described in Deed Book 1138, Page 0735 located at 2711 S. NC 66 Hwy., Kernersville, Forsyth County

Dear Mr. and Mrs. Jordan:

Previously, you have been contacted by representatives of the City of High Point for the purpose of negotiating the purchase of property described above. These representatives of the City have been unable to date to reach an agreement with you on the issue of just compensation for the property.

This letter serves as official notice under Chapter 40A of the North Carolina General Statutes that the City of High Point intends to institute an action to acquire by condemnation the above-referenced real property in which you have or may have an interest. This legal action will not be filed before 30 days from the date of this letter.

The purpose for which a portion of this property is to be condemned is the following public project: Rich Fork Creek Outfall

The City has estimated the amount of \$9,900.00 to be just compensation for the property.

City of High Point, P.O. 230, 211 South Hamilton Street, High Point, NC 27261 USA

Phone: 336.883-3301 Fax: 336.883.2179

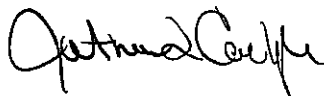
E-mail: joanne.carlyle@highpointnc.gov

This is to advise you that we will request City Council to authorize institution of legal proceedings to condemn this property at its regular meeting to be held on July 21, 2014 at 5:30 p.m. in City Council Chambers at 211 South Hamilton Street, High Point, N.C. You are welcome to attend this meeting.

This notice does not constitute a taking or condemnation of any interest in the above-referenced property. No taking will occur until a condemnation action is actually instituted and such will not be instituted for at least thirty (30) days from the date of this notice, but may be instituted at any time after authorization by the City Council. As owners of the property, you have the right to commence an action for injunctive relief and the right to answer the complaint after it has been filed. You are advised to consult an attorney concerning your rights.

We regret that you and officials of the City have been unable to negotiate the purchase of this property interest. If you have any questions, you may wish to contact the undersigned at the address and telephone number set forth below.

Yours very truly,



JoAnne L. Carlyle
Attorney for the City of High Point
P.O. Box 230
High Point, NC 27261
Telephone: (336) 883-3301

JLC:drd

Fleet Services Department

Gary L. Smith
DIRECTOR



DATE: July 10, 2014
TO: Eric Olmedo, Budget & Evaluation
FROM: Gary L. Smith, Director of Fleet Services

Gary L. Smith

SUBJECT: Agenda Item – Side Loading Refuse Trucks

I respectfully request that the following be included for consideration on the next Council Agenda:

The purchase of two new side loading refuse trucks to be used in the automated collection program. The City of Greensboro recently awarded a bid for side loading refuse trucks to Piedmont Peterbilt at a cost of \$246,474 each and that vendor is able to extend the same offer to us for the purchase of two additional trucks. The price of \$246,474 includes a \$1,350 credit per truck for making a partial payment when the trucks are delivered to the body installer. These are 2014 Peterbilt trucks with the New Way 31 yard body and are like the ones we are using now. We have had great service with these and recommend continued use of this truck and body configuration.

This request also includes declaring surplus a 2007 American LaFrance automated side loader which has over \$109,000 in maintenance since being placed in service. The other truck is a 2007 Autocar automated side loader and is requested to be retained by Fleet Services as a spare.

pc: Jeff Moore, Finance Director
pc: Tarinda Chappell, Purchasing
pc: Cindy Duncan-Smith, Executive Assistant



Office of the Mayor
City of High Point
North Carolina

RESOLUTION OF APPRECIATION

WHEREAS, on Friday, March 7, 2014, the City of High Point experienced a crippling ice storm which left widespread power outages, damage and destruction to property; and,

WHEREAS, the Governor of North Carolina declared a state of emergency for the City of High Point due to the extent of the damage throughout the entire city; and,

WHEREAS, the damages to the electric system caused by the ice storm created a substantial and sudden workload beyond what could be handled promptly the City of High Point's workforce; and,

WHEREAS, when the need arose, our neighboring cities and towns, many with weather emergencies of their own, answered the call to help without hesitation; and,

WHEREAS, without the help of these outside crews assisting our departments to restore power to the residents and helping clean up the massive amount of debris, recovery efforts would have been substantially prolonged; and,

WHEREAS, many of you worked long hours into the night and braved the terrible weather conditions to provide assistance where needed. You volunteered to leave your own homes and families to offer assistance to our city.

NOW THEREFORE BE IT RESOLVED, that the High Point City Council wishes to thank the employees of the _____ for your dedication to serve with a giving spirit, compassion and helping hands during the devastation of the March 2014 ice storm.

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 21st day of July 2014.

Bernita Sims, Mayor

PLANNING AND ZONING COMMISSION RECOMMENDATION

On June 24, 2014, a public hearing was held before the Planning and Zoning Commission regarding the request described below. All members of the Commission were present except for Ms. Stone and Mr. McKenzie.

BRC Whites Mill, LLC

Land Use Plan Amendment Case 14-03

A request by BRC Whites Mill, LLC and the City of High Point Planning & Development Department to change the Land Use Map Classification for approximately 3.5 acres from Office to a Community/Regional Commercial classification. The site is lying west of Eastchester Drive and to the north and south of Ramsay Street.

&

BRC Whites Mill, LLC

Zoning Case 14-06

A request by BRC Whites Mill, LLC to rezone approximately 2.5 acres from a Conditional Use General Office High-Intensity (CU GO-H) District to a Conditional Zoning Limited Business (CZ-LB) District. The site is lying at the southwest corner of Eastchester Drive and Ramsay Street (*2513 Eastchester Drive*).

Mr. Andy Piper and Mr. Herbert Shannon presented these applications and recommended approval as outlined in the staff report.

Speaking on behalf of the request was the applicant's attorney, Mr. Charlie Melvin 300 N. Greene Street, Greensboro and Mr. Jim Girdich, 5826 Samet Drive, representing BRC Whites Mill, LLC. These speakers provided an overview of the project and outlined the results of several meetings they held with the home owners association (HOA) officials of the abutting Sutton Place subdivision.

Speaking in opposition to the request was Mr. Jacob Boles, 3704 Sutton Way. He expressed concerns with the allowance of outdoor activities on the zoning site and noise impact from drive-thru uses, restaurants with outdoor seating and noise from speakers or amplified music. He requested no drive-thru uses and no outdoor activities be permitted.

Commission members asked the applicant to address these concerns. Mr. Melvin highlighted the conditions the applicant has offered to mitigate noise impact, consisting of providing a 50-foot wide landscaped planting yard where existing vegetation will be preserved, fencing and requiring outdoor uses to be setback 100 to 165 feet from the single family subdivision. In conclusion, Mr. Melvin stated that some of the requests Mr. Boles made are difficult for City officials to enforce and so were not included in the Conditional Zoning Ordinance. Therefore, BRC Whites Mill LLC will be entering into a separate agreement with the Sutton Place HOA, stating that it will address outdoor activities as part of the lease agreement with future tenants.

The Planning & Zoning Commission recommended approval of Land Use Plan Amendment Case 14-03, as recommended by staff, by a vote of 6-0.

The Planning & Zoning Commission recommended approval of Zoning Case 14-06, as recommended by staff, by a vote of 6-0. The Commission desired that it be noted to City Council that there will be a separate agreement between the applicant and the Sutton Place HOA pertaining to the outdoor activities of future tenants.

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

**STAFF REPORT
LAND USE PLAN AMENDMENT CASE 14-03, AND ZONING CASE 14-06
June 24, 2014**

Requests		
Applicant: BRC Whites Mill, LLC and City of High Point	Owner: BRC Whites Mill, LLC	
LUPA Proposal: To change the future land use designation for approximately 3.5 acres	From:	Office
	To:	Community/Regional Commercial
Zoning Proposal: To rezone approximately 2.5 acres	From:	CU GO-H Conditional Use General Office High-Intensity District
	To:	CZ-LB Conditional Zoning Limited Business District

Site Information		
Location:	The property is lying along the west side of Eastchester Drive at the intersection of Ramsay Street.	
Tax Parcel Numbers:	Plan Amendment	Zoning Request
	Guilford County tax parcels 0196568 & 69 (portion)	Guilford County tax parcel 0196568
Site Acreage:	Plan Amendment	Zoning Request
	Approximately 3.5 acres	Approximately 2.5 acres
Current Land Use:	Plan Amendment	Zoning Request
	Undeveloped parcel and a church	Undeveloped parcel
Physical Characteristics:	There are no unique physical features on the site.	
Water and Sewer Proximity:	An 8-inch and 16-inch City water line lie adjacent to the site along Ramsey Street and Eastchester Drive, respectively. Also, a 8-inch sanitary sewer line lies adjacent to the site in both Ramsey Street and Eastchester Drive.	
General Drainage and Watershed:	The site drains in a northwesterly direction and development is subject to the Oak Hollow Lake Watershed Critical Area (WCA) requirements. Engineered stormwater treatment measures are required for development with a total impervious surface area greater than 24%. For the zoning site, the total impervious surface area is limited to 35% in Tier 3 and 50% in Tier 4.	
Overlay District(s):	Eastchester Scenic Corridor Overlay District Oak Hollow Lake Watershed Critical Area (WCA) Tiers 3.	

Adjacent Property Zoning and Current Land Use			
North:	RS-15	Residential Single Family-15 District	Religious Institution
South:	CU RS-7	Conditional Use Residential Single Family-7 District	Single family dwellings
East:	CU HB	Conditional Use Highway Business	Various retail and service uses (<i>across Eastchester Dr.</i>)
West:	CU GO-M	Conditional Use General Office Moderate Intensity	Multifamily development (apartment complex)

Adjacent Land Use Designations	
North:	Community/Regional Commercial
South:	Low Density Residential
East:	Community/Regional Commercial
West:	Medium Density Residential

Purpose of Existing and Proposed Land Use Designations	
Existing Designation:	Office: This classification includes professional, personal and business service uses.
Proposed Designation:	Community/Regional Commercial: This classification includes a wider range of retail or service uses intended to serve the entire community and nearby regional customers.

Relevant Land Use Policies and Related Zoning & LUPA History	
Community Growth Vision Statement	<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 an Office land use designation. This classification includes professional, personal and business service uses.
Land Use Plan Goals, Objectives & Policies:	The following objective of the Land Use Plan is 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(s):	Eastchester Drive Corridor Plan – Phase II The plan recommends the majority of the area fronting Eastchester Drive between Lassiter Drive and Penny Road be designated for office development, but with commercial clusters located at major intersections including at Eastchester Drive and Wendover Avenue/Skeet Club Road. The plan also recommends adopting appearance guidelines to maintain a high aesthetic quality along the corridor, and makes several transportation related recommendations, such as limiting access points on Eastchester Drive, for example, by requiring properties on corner lots to take access only from the side street.
Zoning History:	The subject site was part of a 23-acre zoning map amendment in 2006 that established the current CU-GO-H District zoning on the Eastchester

	Drive frontage and CU GO-M District zoning to the west where the existing multifamily development has been constructed.
LUPA History:	The existing Office land use designation has been in place since 1992.

Transportation Information					
Adjacent Streets:	Name		Classification		Approx. Frontage
	Ramsay Street Eastchester Drive		Local Major Thoroughfare		245 feet 435 feet
Vehicular Access:	Access will only be from Ramsay Street.				
Traffic Counts: (Average Daily Trips)	Ramsay Street Eastchester Drive		no counts 43,000 (NCDOT 2011 Counts)		
Estimated Trip Generation:					
Traffic Impact Analysis:	Required		Comment		
	<u>Yes</u>	<u>No</u> X	None		
Pedestrian Access:	Development of the site is subject to the sidewalk requirements of the Development Ordinance.				

School District Comment
Not applicable to this zoning case.

Details of Proposal

- General Overview:
In 2006, the same applicant was granted approval to rezone 23 acres, including this zoning site, to a GO-M and GO-H zoning district. The Eastchester Drive frontage is still undeveloped. The rear 20 acres was developed as a multifamily residential use. Due to the proximity of adjacent commercial uses to the north and to the east, the applicant has submitted this Land Use Map Amendment and Zoning Map Amendment request to allow commercial use of this parcel.
- Summary of Land Use Plan Amendment Request:
The applicant requests a change in the land use plan designation from Office to Community/Regional Commercial to accommodate their commercial zoning request. If approved, that action would leave a remnant of Office designation to the north of the site on a portion of the church property across Ramsay Street. Therefore, staff is amending the request to include this small area should the land use plan amendment be approved.
- Summary of Zoning Request:
The land area associated with this case is a situated between commercial uses to the north and a residential subdivision to the south. The current office zoning on the property is intended to buffer the residential development from higher intensity commercial uses. To allow the development of some commercial uses, the applicant is requesting to rezone this

parcel to a Limited Business (LB) District. The LB District is primarily intended to accommodate moderate intensity shopping and services close to residential areas. To mitigate the impact of changing the zoning from office to commercial, the applicant has included a Conditional Zoning Ordinance that provides the following development restrictions:

- The majority of the conditions from the existing zoning approval in 2006 are carried forward to ensure development will be consistent with the long-standing development policies of the Eastchester Scenic Corridor Overlay District and to ensure compatibility with the abutting Sutton Place residential development.
- Several of the higher intensity retail uses of the LB District have been prohibited.
- Restaurants with drive-thru service windows & menu boards and other uses with drive-thru service windows will have a minimum separation distance from the abutting residential subdivision.
- As permitted by Section 9-3-13 b&d of the Development Ordinance, the applicant is requesting to allow a less restrictive landscaping standard. Instead of a 30-foot wide planting yard, they have proposed a 20-foot wide planting yard along the western property line (next to apartment complex), which the applicant also owns.

Staff Analysis

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

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 relevant land use policies for this site dates back to the mid-1980s when the original Eastchester/NC 68 Corridor Plan envisioned the this segment of the corridor as an appropriate location for high quality office development, which was reaffirmed by an update of the plan in 1994. The Office land use designation for this site was first adopted in the 1992 Land Use Plan and carried forward in the 2000 Land Use Plan. However, the Eastchester Drive Corridor Plan also identified the intersection of Eastchester Drive and Wendover Avenue as being suitable for mixed use development, including a wide range of commercial and service uses alongside high-density residential uses. The Land Use Plan amendment proposed in conjunction with this rezoning request would expand this commercial node further down Eastchester Drive.

<u>Review Factors:</u> 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; <u>Staff Comments:</u> The Eastchester Corridor Plan recommends appearance guidelines, primarily through the establishment of the Eastchester Scenic Corridor Overlay District, which is still in effect today. This is reinforced by policies in the Land Use Plan related to maintaining the appearance of gateway corridors, including landscaping buffers adjacent to lower intensity uses. In addition, the corridor plan has several policies related to limiting vehicular access to Eastchester Drive to prevent the disruption of traffic. Overall, the conditions proposed with this zoning application are consistent with these adopted policies and will ensure development will be compatible with the surrounding area.
<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.; <u>Staff Comments:</u> The combination of the requirements of the Development Ordinance, requirement of the Eastchester Scenic Corridor Overlay District and conditions offered by the applicant will effectively mitigate negative impacts that LB District uses may have on adjacent property owners. Key components include: ➤ Limiting vehicular access to Ramsay Drive. ➤ Increasing the required planting yard next to the Sutton Place residential development from 30 feet to 50 feet, and requiring the preservation of mature vegetation within 25 feet of the residential development. ➤ Requiring the highest planting rate (Type A) to be installed next to the residential development. ➤ Doubling the minimum lot size to 30,000 square feet to encourage a larger unified commercial development.
<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 has previously been graded to facilitate future development. However, within 25 feet of the Sutton Place subdivision all existing vegetation is to be preserved.
<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; <u>Staff Comments:</u> The site is within an area currently served by City of High Point utilities and municipal services and the request has no known impacts on municipal services.

Factor #5	Minimizes or effectively mitigates any identified adverse effect on the use, enjoyment or value of adjacent properties.
	<u>Staff Comments:</u> ❖ Conditions offered by the applicant prohibiting the higher intensity commercial uses and restricting the location of drive-thru service windows will ensure development will be compatible with surrounding uses. ❖ The requested reduction in width of the planting yard along the site's western boundary from 30 feet to 20 feet will not result in a reduction of plant materials. And, the multifamily development is in the same ownership as the rezoning site.

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:

Over the past 25 years, this area has transformed into a larger commercial area serving the region.

Development Patterns:

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

Staff Comments:

The zoning site is near a major commercial node that was established at the intersection of Eastchester Drive and Skeet Club Road and would be increased as a result of the zoning request. The LB District is a less intensive commercial zoning district than the area's other commercial districts (HB and SC) and the higher intensity uses of the LB District are prohibited, which assist in compatibility with the adjacent residential development.

Reasonableness/Public Interest:

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

In this case, staff suggests that the approval of the applicant's request is reasonable and in the public interest because: 1) Subject to approval of the associated Land Use Plan Amendment, the request will be consistent with the City's Land Use Plan; 2) The request provides landscaped buffers and transitional uses between low and high-intensity land uses as supported by Objective #11 of the Land Use Plan; and 3) Conditions offered by the applicant ensures compatibility with the surrounding area.

Recommendation

1. Land Use Plan Amendment Case 14-03:

Staff Recommends Approval:

Staff recommends approval of the request to change the future land use designation from Office to Community Commercial, based on conditions offered in the associated Conditional Zoning application. The change is consistent with the goals and objectives of the Land Use Plan and with the policies outlined in the Eastchester Corridor Plan.

2. Zoning Case 14-06:

Staff Recommends Approval

As addressed in the Staff Analysis section of this report, conditions offered by the applicant address objectives of the Eastchester Corridor Overlay District and the Land Use Plan, and will ensure that development of the zoning site will be compatible with adjacent uses. Subject to approval of Land Use Plan Amendment, the Planning & Development Department recommends approval of the request to rezone 2.5 acres to the CZ-LB District.

Required Action

Planning and Zoning Commission:

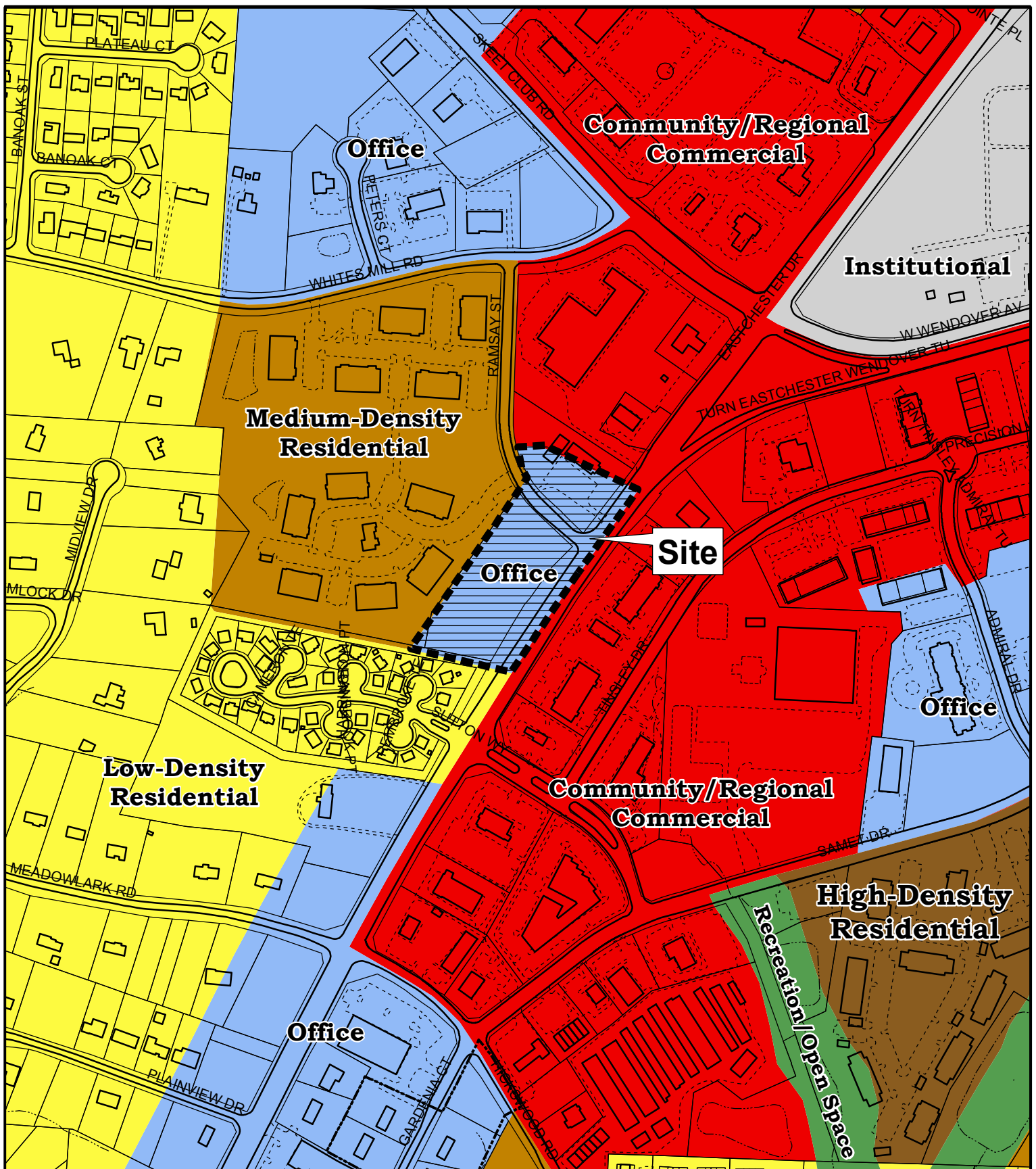
The NC General Statutes require that the Planning and Zoning Commission place in the official record a statement of consistency with the City's adopted plans when making its recommendation. This may be accomplished by adopting the statements in the Staff Analysis section of this report or by adopting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



LAND USE PLAN AMENDMENT 14-03

Request: From: Office

To: Local Convenience Commercial

Existing Land Use Plan

Subject Property Boundary



**Planning & Development
Department**

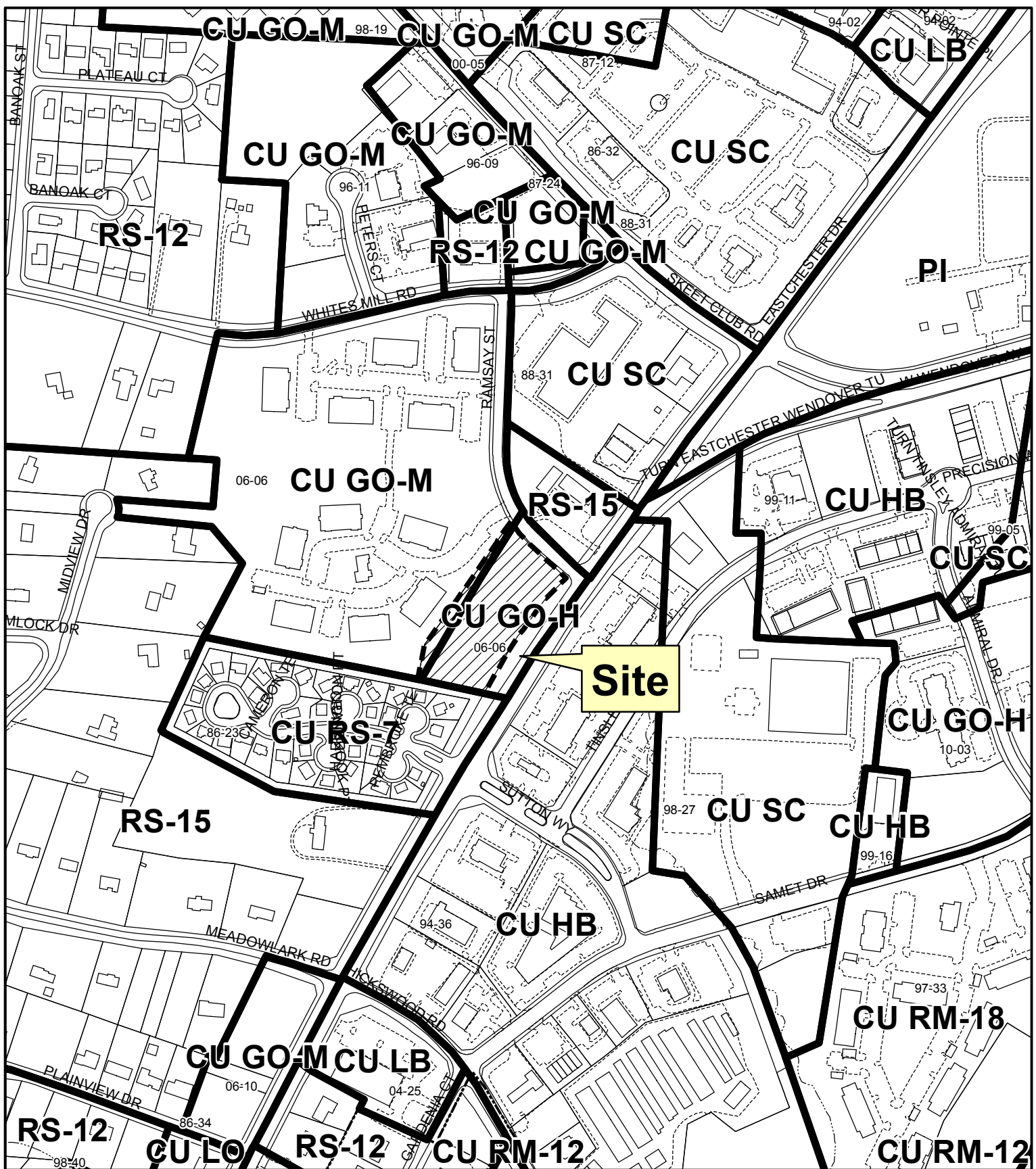
City of High Point

Date: June 10, 2014



Scale: 1"=400'

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2014\pz\z14-06lu.mxd



ZONING CASE 14-06

**From: Conditional Use General Office-High and
Conditional Use General Office-Moderate**

To: Conditional Zoning Limited Business

Existing Zoning Boundary

Subject Property Boundary

**Planning & Development
Department**

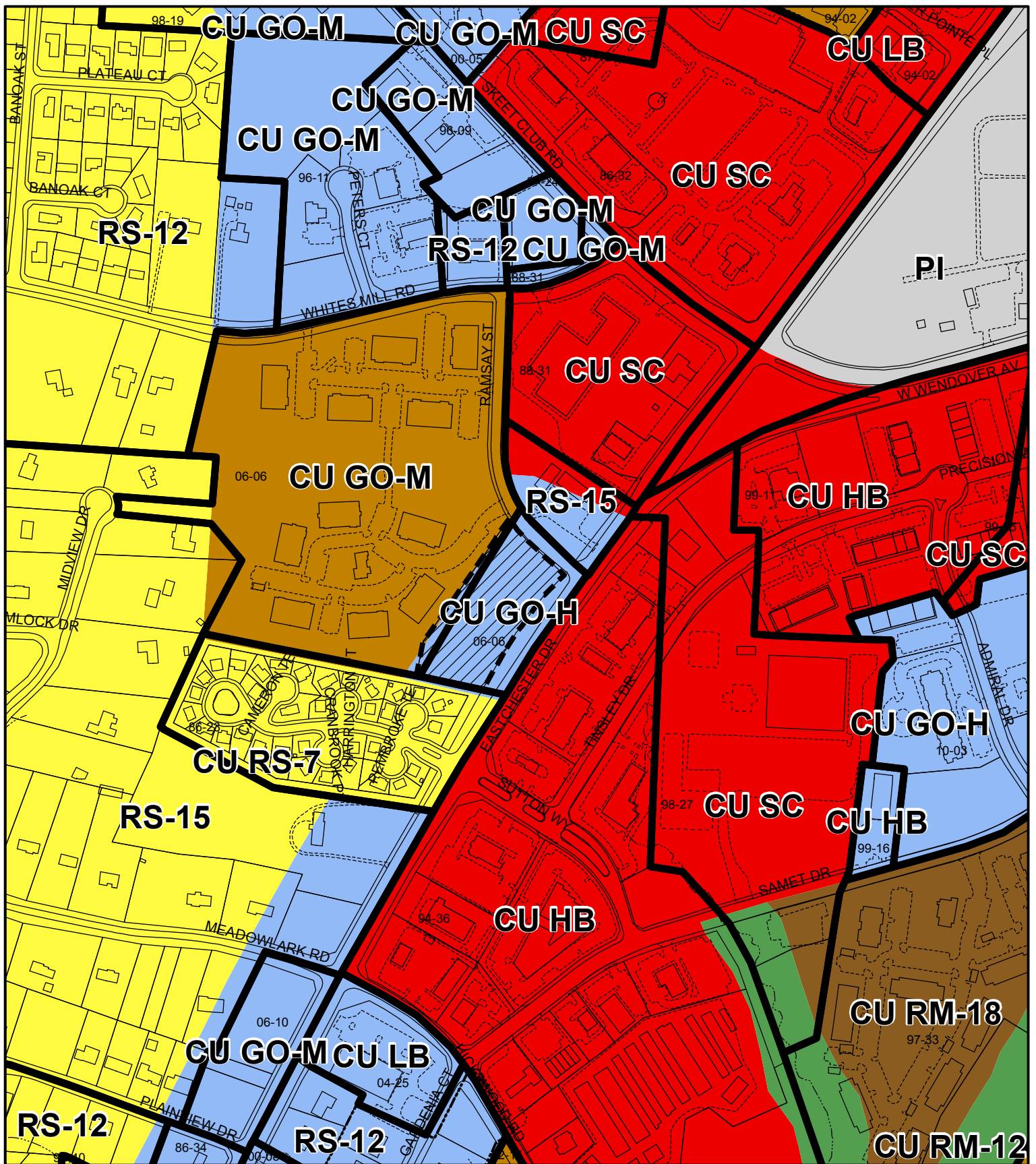
City of High Point

Date: June 10, 2014



Scale: 1"=400'

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2014/pz/z14-06.mxd



ZONING CASE 14-06

Land Use Plan

 Low-Density Residential	 Office
 Medium-Density Residential	 Community/Regional Commercial
 High-Density Residential	 Institutional
	 Recreation/Open Space

Planning & Development
Department

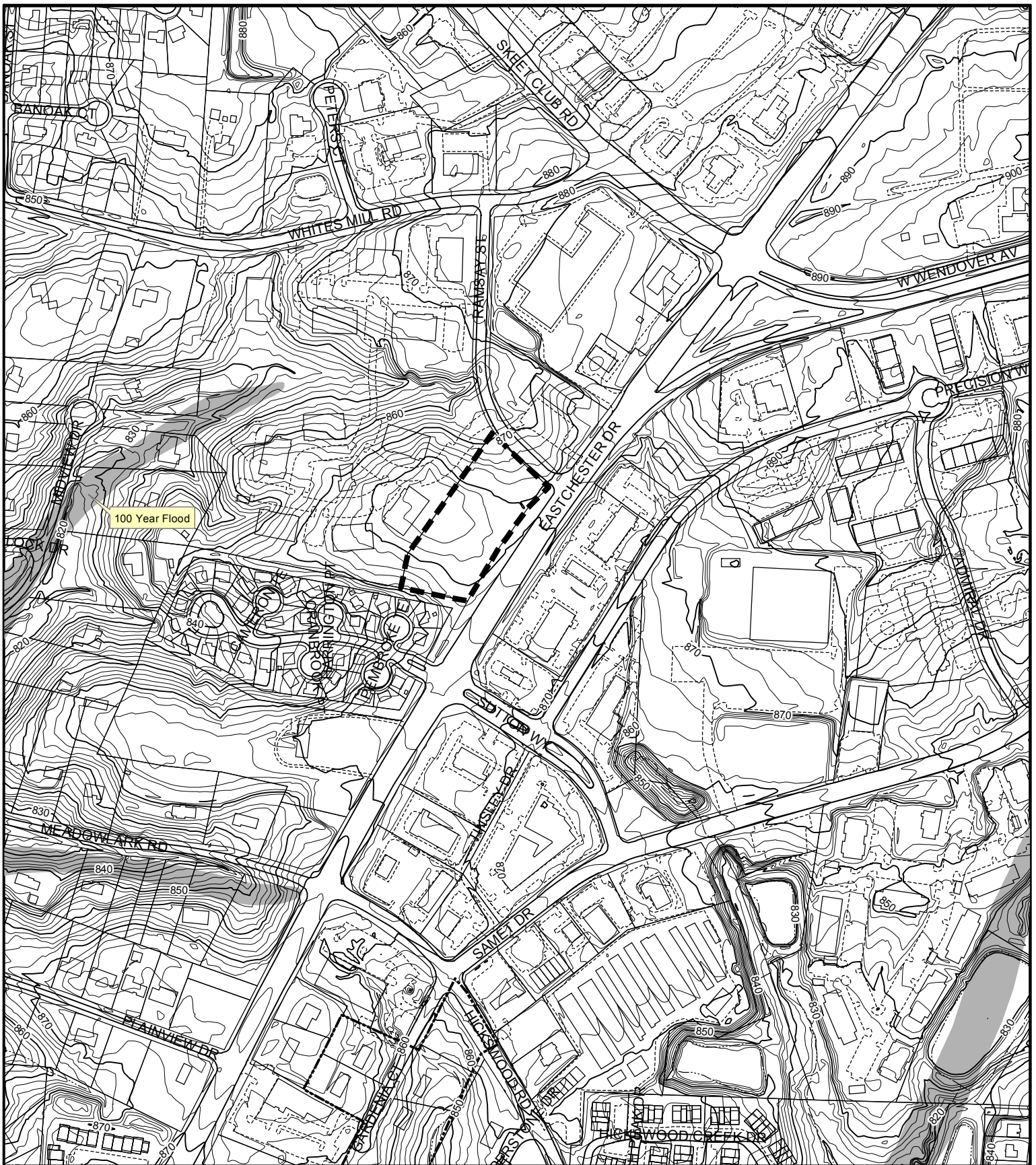
City of High Point

Date: June 16, 2014



Scale: 1"=400'

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2014\pz\z14-06clu.mxd



ZONING CASE 14-06

Topography

Subject Property Boundary - - - - -

Planning & Development
Department

City of High Point

Date: June 16, 2014



Scale: 1"=300'

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2014\pz\z14-06topo.mxd

ZONING CASE 14-06



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 June 24, 2014 and before the City Council of the City of High Point on July 21, 2014 regarding **Zoning Case 14-06** 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 June 15, 2014, for the Planning and Zoning Commission public hearing and on July 9, 2014 and July 16, 2014, for the City Council public hearing pursuant to Chapter 160A-364 of the General Statutes of North Carolina; and

WHEREAS, the proposed amendment was adopted by the City Council of the City of High Point on _____.

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

SECTION 1

That the Official Zoning Map of the City of High Point be amended to establish the following described area as: A **Conditional Zoning Limited Business (CZ-LB) District.** The property is approximately 2.5 acres lying at the southwest corner of Eastchester Drive and Ramsay Street (2513 Eastchester Drive). The property is also known as Guilford County Tax Parcel 0196568.

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. Permitted Uses.

Any of the land uses allowed in the Limited Business (LB) District, and their customary accessory uses, shall be permitted subject to the development and dimensional requirements of the LB District and the specific conditions listed in this ordinance.

B. Restricted Uses.

1. Drive thru service window(s) and menu board(s) associated with any restaurant with a drive-thru shall not be located within one-hundred and sixty-five (165) feet of the southern property line of the zoning site.

2. Drive thru service window(s) and menu board(s) associated with all other permitted uses shall not be located within one-hundred (100) feet of the southern property line of the zoning site.

C. Prohibited Uses:

The following LB District land uses shall be prohibited

1. All agricultural uses
2. All residential uses
3. Accessory Uses and Structures
 - a. Caretaker Dwellings
 - b. Disabled Motor Vehicles
 - c. Swimming Pools
4. Recreational Uses
 - a. Athletic Fields
 - b. Billiard Parlors
 - c. Bingo Games
 - d. Clubs or Lodges
 - e. Coin Operated Amusements
 - f. Fortune Tellers, Astrologers
 - g. Golf Courses, Miniature
 - h. Public Parks
 - i. Public Recreation Facilities
5. Educational and Institutional Uses
 - a. Ambulance Services
 - b. Cemeteries/Mausoleums
 - c. Day Care Centers, Adult (29 or less)
 - d. Day Care Centers, Adult (30 or more)
 - e. Day Care Centers, Child (29 or less)
 - f. Day Care Centers, Child (30 or more)
 - g. Fire Stations
 - h. Government Offices
 - i. Police Stations, Neighborhood
 - j. School Administration Facilities
6. Business, Professional and Personal Services Uses
 - a. Laundromats, Coin-Operated
 - b. Laundry or Dry Cleaning Plants
 - c. Tourist Homes (Bed & Breakfast)
7. Retail Trade Uses
 - a. Pawn Shop
 - b. Service Stations, Gasoline
 - c. Video Tape Rental and Sales

8. Transportation, Warehousing and Utilities Uses
 - a. Communication Towers (exceeding height limits of zoning district)
 - b. Demolition Debris Landfills, Minor
 - c. Utility Service Facilities
9. Other Uses
 - a. High Mast Outdoor Lighting > 50' in ht.

Part II. CONDITIONS:

A. Development & Dimensional Standards and Architectural Design Standards for the entire zoning site:

1. The following development standards shall apply to any development upon the zoning site:
 - a. Architectural Standards
 - i. Development shall be in compliance with the Eastchester Drive Corridor Architectural Design Standards, and shall be subject to review and approval by the Planning & Development Director prior to construction.
 - ii. Metal and vertical sided buildings shall be prohibited.
 - iii. No roof or accent roof lighting shall be permitted on the exterior of the building(s).
 - iv. No neon or LED or similar accent lighting shall be permitted on the exterior of the building(s).
 - v. The use of high intensity metallic or fluorescent colors as the primary building color on any façade is prohibited.
 - b. Lot size

All lots with frontage on Eastchester Drive shall have a minimum lot area of 30,000 square feet and a minimum lot width of 120 feet.
 - c. Signage:

Neon signs shall not be permitted.
 - d. Freestanding Lighting Fixtures:

All freestanding site lighting shall be oriented inwards towards the buildings and related parking areas on the property.

B. Landscaping, Buffers and Screening.

1. Western Property Boundary: A minimum twenty (20) foot wide Type B Planting Yard shall be installed along the western property lines of the rezoning site.
2. Southern Property Boundary (Abutting the Sutton Place subdivision):
 - a. A minimum fifty (50) foot wide Type A Planting Yard shall be installed along the southern boundary of the zoning site. All existing trees and

vegetation shall be preserved within twenty-five (25) feet of the southern property line. Minimum installation size for Canopy trees within this planting yard shall be 2-½ to 3 inches in caliper. Minimum installation size for Understory trees within this planting yard shall be 1-½ to 2 inches in caliper. A minimum of 50% of the planting materials shall consist of evergreen varieties, to provide enhanced year-round screening.

- b. The property owner shall be permitted to remove unhealthy vegetation and vegetation that may pose a danger to the public or occupants of the rezoning site. The property owner shall also be permitted to prune existing vegetation within the planting yard area in order to maintain the health of the existing vegetation.
- c. Minimal encroachment into this fifty (50) foot wide planting yard may be permitted as necessary for approved utility extensions, stormwater or erosion control devices as approved by the City's Technical Review Committee. A protection plan, which also includes the limits of disturbance, shall be required to be submitted for approval with the site grading and landscape plans that details the measures to be used to protect this buffer area and its vegetation from damage during construction.
- d. A six (6) foot high solid opaque fence shall be installed and maintained within the full length of the fifty (50) foot wide planting yard along the southern property boundary of the zoning site. This fencing shall tie into the existing fence located near the northeastern corner of the Sutton Place Subdivision.

D. Transportation Conditions.

1. Vehicular Access:

- a. One point of access (full movement) shall be permitted to Ramsey Street
- b. No access shall be permitted to Eastchester Drive.

2. Pedestrian Access:

Sidewalks shall be installed along the Eastchester Drive and Ramsay Street frontage of the zoning site.

3. The Director of Transportation and the NCDOT shall approve all construction and improvements.

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6.

This ordinance shall become effective upon the date of adoption.

_____ day of _____, 2014.

Lisa B. Vierling, City Clerk

Citizens Information Meeting Report

Zoning Case 14-06

Submitted by: Jim Grdich, on behalf of
Blue Ridge Companies



May 29, 2014

An Amendment to the City of High Point Zoning and Land Use Plan, Case 06-14

Applicant: BRC Whites Mill, LLC

Case Description:

A request by BRC Whites Mill, LLC to rezone a 2.849 acre parcel located at 2513 Eastchester Drive from General Office High Intensity (GO-H) to Conditional Zoning Limited Business (CZ-LB) and amend the Land Use Plan to accommodate Local Convenience Commercial at this location. This property is located directly in front of Alexandria Place Apartment along Eastchester Drive.

Report of Citizen Information Meeting:

A Citizen Information Meeting was held at the Alexandria Park Apartments Leasing Office, 3519 Ramsey Street, on the evening of May 28, 2014. Eight neighbors, all from Sutton Place, attended this meeting (see Sign-In sheet Attachment (1)). Blue Ridge Companies (BRC) was represented by Jim Grdich, VP of Development for BRC.

A notification letter was mailed May 21st to all of the neighbors within a 300' radius of the rezoning site and all Sutton Place homeowners. The names and address for the mailing list was provided by the City of High Point. Each of the notification letters included a copy of the required statement letter entitled "City of High Point Conditional Zoning District Citizen Information Meeting", a color rendering of the proposed building elevation, and a location map. A copy of this letter with its enclosures and the mailing list are included in Attachment (2) and (3) respectively.

Several informational handouts were provided. These handouts included: (1) a written description of the rezoning request, (2) a GO-H Zoning District description, (3) a LB zoning District description, and (4) a copy proposed conditions and restrictions. A copy of each of these documents is included in Attachment (4).

The meeting opened with a statement of purpose for the meeting. A 24"x36" mounted presentation board of the proposed site plan and the proposed building elevation were displayed.

Questions and comments from those in attendance included:

1. How will the proposed development be screened from Sutton Place? Residents prefer a 6' high solid fence. It was described that a landscape buffer would also be provided.
2. Will the existing buffer vegetation stay?
3. How far are the proposed building and site improvements from the Sutton Place southern property line? We referred to the site plan a scaled the distance.
4. Where is the access point and how is the parking arranged? How does the internal vehicular circulation work? We described that the access will be from Ramsey Street.
5. Will the exiting sidewalk along Eastchester remain? We told them that this sidewalk would remain.

The Positive Impact People

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6. A number of concerns were voiced regarding the proposed outdoor dining area located at the south end of the proposed building, i.e., noise (loud patrons, music, TV), smoke, alcohol sales, outdoor games and events. A general consensus was that indoor dining is acceptable on the south end and that an outdoor dining area is acceptable at the North end of the proposed building.
7. The Sutton Place neighborhood would like for the City to provide a pedestrian sidewalk in front of their neighborhood along Eastchester Drive to allow them an easier walk to the proposed retail center.
8. A request was made to remove the abandoned driveway located on the property. This will be removed during the site work.
9. Maintenance of the undisturbed buffer. We told them we would look into this.

Each of the above items was discussed and each of the HOA Board Members and the residents present seemed to express an interest in working with us.

In addition, one telephone call was received from Mr. Hawthorne. Mr. Hawthorne stated that a previous verbal agreement made by BRC to participate in asphalt repairs and resurfacing within Sutton Place was not followed up on. Two of the Sutton Place HOA Board Members present at the meeting clarified that this previous agreement was more of a discussion and a statement that BRC would provide any leftover asphalt for the Sutton Place homeowners to use to patch potholes occurring in their private drives.

It was stated that this case will be on the June 24th P & Z Commission meeting agenda. I thanked those in attendance for coming and the meeting was adjourned at 6:45 PM.

Respectfully submitted,

Jim Grdich
VP Development
Blue Ridge Companies

The Positive Impact People

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Attachment (1)

BRC Whites Mill, LLC

Community Meeting - Rezoning of 2.849 acres located at 2513 Eastchester Drive

28-May-14

Meeting held at Alexandria Park Apartments, 3515

	Name	Address	City/State/Zip	Contact #	Signature
1	Terry/Betty Wood	3733 Pembroke Terrace	HP NC 27265		
2	DAN REFAH	3707 CAMERON	HP NC 27265		
3	Jamie Bean	3707 CAMERON Terrace	HP NC 27265		
4	Melissa & Chris Thompson	3708 Sutton Way	HP NC 27265		
5	Cupin P. Taber	3705 Sutton Way	HP NC 27265		
6	Marcia Hawthorne	3722 Cranbrook Pt	HP NC 27265		
7	16141 BRUNN	3728 Pembroke Terrace	HP NC 27265	812-3630	
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May 21, 2014

Dear Property Owner:

Blue Ridge Companies (BRC) invites you to a citizen information meeting on Wednesday May 28th to discuss our recent request to the City of High Point for a Zoning Map Amendment and Land Use Map change for a 2.489 acre parcel located at 2513 Eastchester Drive (see attached map). This meeting will be held at our Alexandria Park Apartments Leasing Office located at 3519 Ramsey Street. This meeting will start at 5:30 PM and should last no more than one hour.

In 2006 BRC obtained a Zoning Map Amendment of this same 2.489 acres to a General Office-High Intensity District (GO-H). Since that time, BRC has been actively marketing this property, but have been unable to secure any GO-H users.

The proposed zoning change to Limited Business (LB) would allow us to actively pursue a broader list of users that serve a local convenience commercial market. We have excluded a number of the allowable LB District uses in our application and will share and discuss our application with you at the meeting.

Please find enclosed our proposed building elevation for your information and review. With the limitations of uses and the significant buffer areas and landscape requirements, we feel the proposed development is compatible with the area and will provide local residents a walkable option to several retail and service oriented businesses.

Also enclosed is a required statement provided by the City of High Point Planning & Development Department outlining the purpose of the citizen information meeting and zoning process.

Please plan to attend this informal meeting. We welcome your comments and look forward to meeting you. If you would like to contact me to discuss this change please call me at 336-889-1512 or email me at jgrdich@blueridgecompanies.com.

Sincerely,

Jim Grdich
VP of Development
Blue Ridge Companies

The Positive Impact People

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LIMITED BUSINESS (LB) DISTRICT

Purpose and Intent:

The LB, Limited Business District is primarily intended to accommodate moderate intensity shopping and services close to residential areas. The district is established to provide locations for businesses which serve nearby neighborhoods. The district is typically located near the intersection of collectors or thoroughfares in areas which are otherwise developed with residences.

Additional Requirements:

1. No more than fifty thousand (50,000) square feet of gross floor area per use shall be permitted on a lot.
2. No more than one hundred thousand (100,000) square feet of gross floor area shall be permitted per development.
3. Outside storage shall be restricted to an area within twenty (20) feet of the principal building or structure and shall not encroach into any required planting yard.

Permitted Uses:

AGRICULTURAL USES

Agricultural Production (crops)
Animal Services (other) *D*
Forestry

RESIDENTIAL USES

Shelters, Temporary *D [AOD]*

ACCESSORY USES AND STRUCTURES (See Section 9-4-13 for additional requirements for accessory structures)-

Accessory Uses and Structures (customary)
Caretaker Dwellings *D [AOD]*
Communication Towers (exceeding height limits of zoning district) *S*
Communication Towers (not exceeding height limits of zoning district) *D*
Disabled Motor Vehicles *D*
Satellite Dishes/TV and Radio Antennae (Accessory) *D*
Swimming Pools *D*

RECREATIONAL USES

Athletic Fields
Billiard Parlors
Bingo Games
Clubs or Lodges
Coin Operated Amusements
Dance Schools
Fortune Tellers, Astrologers
Golf Courses, Miniature
Martial Arts Instructional Schools
Physical Fitness Centers
Public Parks *D*
Public Recreation Facilities *D*
Sports Instructional Schools
Sports & Recreation Clubs, Indoor

EDUCATIONAL AND INSTITUTIONAL USES

Ambulance Services
Cemeteries/Mausoleums *D*
Churches *[AOD]*
Day Care Centers, Adult (29 or less) *D [AOD]*
Day Care Centers, Adult (30 or more) *D [AOD]*
Day Care Centers, Child (29 or less) *D [AOD]*
Day Care Centers, Child (30 or more) *D [AOD]*
Fire Stations
Government Offices
Libraries *[AOD]*
Museums or Art Galleries *[AOD]*
Police Stations, Neighborhood
Post Offices
School Administration Facilities

BUSINESS, PROFESSIONAL, & PERSONAL SERVICES

Accounting, Auditing, or Bookkeeping
Administrative or Management Services
Advertising Agencies or Representatives
Banks, Savings & Loans, or Credit Unions *D*
Barber Shops
Beauty Shops
Clothing Alterations or Repairs
Computer Maintenance and Repairs
Computer Rental & Leasing
Computer Services
Economic, Socio., or Educational Research
Employment Agencies, Personnel Agencies
Engineering, Architect, or Survey Services
Equipment Rental & Leasing (no outside storage) *[WCA]*
Equipment Repairs, Light *[WCA]* *D*
Finance or Loan Offices
Insurance Agencies (no on-site claims insp.)
Insurance Agencies (carriers/on-site claims)
Kennels or Pet Grooming Services *D*

Continued - Business, Professional, & Personal Services

Laundromats, Coin-Operated
Laundry or Dry Cleaning Plants *[WCA]* *D*
Laundry or Dry Cleaning Substations
Law Offices
Medical, Dental or Related Offices
Medical or Dental Laboratories
Medical Equipment Rental and Leasing
Noncommercial Research Organizations
Office Uses Not Otherwise Classified
Photocopying and Duplicating Services
Photography, Commercial
Photography Studios
Real Estate Offices
Rehabilitation or Counseling Services
Shoe Repair or Shoeshine Shops
Stock, Security or Commodity Brokers
Tanning Salons
Tourist Homes (Bed & Breakfast) *D*
Travel Agencies
Veterinary Services (Other) *D*
Vocational, Business or Secretarial Schools
Watch or Jewelry Repair Shops
Wireless Communication Business

RETAIL TRADE

Antique Stores and Used Merchandise Stores *D*
Arts & Crafts
Bakeries
Book Stores
Bulky Item Outdoor Display *D*
Camera Stores
Candy Stores
Caterers *D*
Clothing, Shoe and Accessory Stores
Computer Sales
Convenience Stores (with gasoline pumps) *[WCA]*
Convenience Stores (without gasoline pumps)
Dairy Products Stores
Department, Variety or Gen Merchandise Stores
Drug Stores
Fabric or Piece Goods Stores
Floor Covering, Drapery or Upholstery
Florists
Food Stores
Furniture Sales
Gift or Card Shops

Continued – Retail Trade

Hardware Stores
Hobby Shops
Home Furnishings, Miscellaneous
Jewelry Stores
Luggage or Leather Goods Stores
Miscellaneous Retail Sales
Musical Instrument Sales
Newsstands
Office Machine Sales
Optical Goods Sales
Paint and Wallpaper Sales
Pawn Shop
Pet Stores
Record and Tape Stores
Restaurants (with drive-thru)
Restaurants (no drive-thru) and Banquet Hall *D*
Restaurants (serving mixed alcoholic bev) *D*
Service Stations, Gasoline *[WCA]*
Sporting Goods Stores
Stationery Stores
Television, Radio or Electronic Sales
Tobacco Stores
Video Tape Rental and Sales

TRANSPORTATION, WAREHOUSING AND UTILITIES

Communication Towers (exceeding height limits of zoning district) *S*
Communication Towers (not exceeding height limits of zoning district) *D*
Demolition Debris Landfills, Minor *[WCA]* *D*
Utility Lines and Related Appurtenances:

- Distribution Poles, Transmission Poles & Towers
- Other

Utility Service Facilities *D*

OTHER USES

Automotive Parking (subj. to Sec. 9-5-6)
High Mast Outdoor Lighting > 50' in ht. *D*

Temporary Construction, Storage or Offices; Real Estate Sales or Rental Offices (with concurrent building permit for permanent building)

Temporary Events, including but not limited to: (Refer to Section 9-3-3(f))

- Arts and Crafts Shows

**PLANNING AND DEVELOPMENT DEPARTMENT
INSPECTION SERVICES DIVISION
HOUSING ENFORCEMENT**

ORDINANCE

REQUEST: Ordinance to Demolish

**PROPERTY
ADDRESS:**

652 Wesley Drive

OWNER:

Frontgate Enterprises, LLC

**FIRST
INSPECTION:**

11-22-2013

Summary of Major Violations

Extensive fire damage

- 1) fire damaged roof system – replace entire roof system
- 2) fire damaged exterior walls
- 3) fire damaged electrical system
- 4) heating system fire damaged

**HEARING
RESULTS:**

12-23-2013

The owners did not appear for the hearing. During the hearing, the following findings of fact were established. There are numerous violations of the Minimum Housing Code. There are structural violations creating an unsafe dwelling due to extensive fire. The dwelling is currently uninhabitable due to numerous Minimum Housing Code violations. In its present state necessary repairs to the dwelling exceed 50% of the current tax value. The Guilford County Tax value of the dwelling is \$49,600. The repair estimate is \$44,500.

**ORDER(S)
ISSUED:**

12-23-2013

Order to Repair or Demolish with a compliance date of 3-21-2014

APPEALS:

No appeals to date.

**OWNER
ACTIONS:**

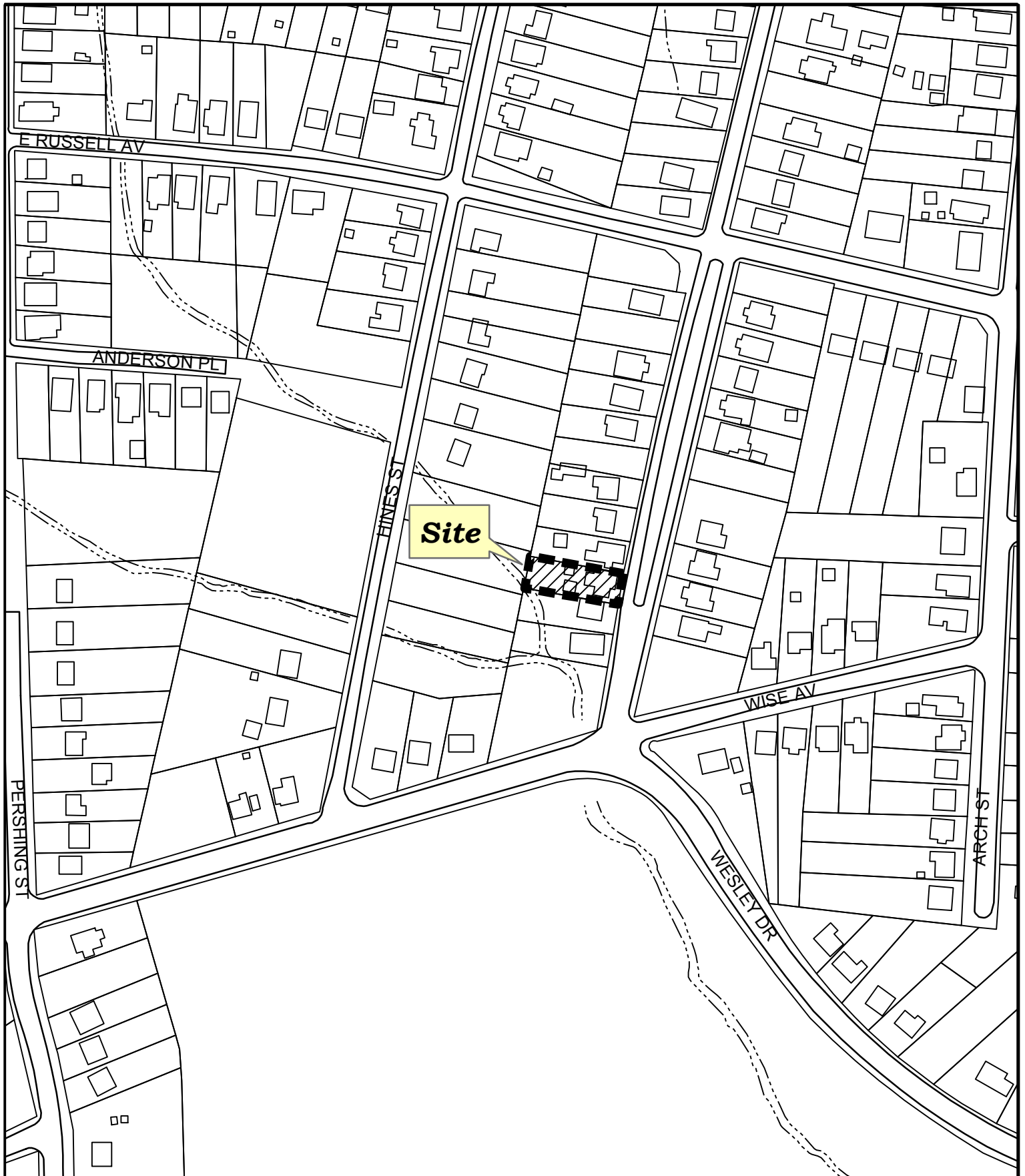
There have been no permits issued and repairs have not started.

EXTENSIONS:

None requested

**CURRENT
STATUS:**

Conditions still exist.



652 Wesley Drive

Ordinance to Demolish



Location of subject property

**Planning and Development
Department**

City of High Point

Date: July 15, 2014



Scale: 1"=200'
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ord-demo.mxd

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

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

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

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

PROPERTY LOCATION

652 Wesley Drive
High Point, NC

OWNER (S)

Frontgate Enterprises, LLC
2204 Oak Ridge Dr.
Suite K-185
Oak Ridge, NC 27310

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

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

Adopted by City Council,
This the 21st day of July, 2014
Lisa B. Vierling, City Clerk



652 Wesley Drive



652 Wesley Drive

Public Services Department

Wm. Scott Cherry, P.E.
PUBLIC SERVICES CIVIL ENGINEER II



MEMORANDUM

DATE: July 14, 2014

TO: Bob Morgan, Assistant City Manager

FROM: Terry L. Houk, Director of Public Services

A handwritten signature in black ink, appearing to read "Terry L. Houk".

Wm. Scott Cherry, Public Services Civil Engineer

A handwritten signature in blue ink, appearing to read "Wm. Scott Cherry".

SUBJECT: Agenda Item – Resurfacing of City Streets, Add-ons, Change Order #1

I respectfully request that the following be included for consideration on the next City Council Agenda:

Consideration and approval of change order number 1 in the amount of \$400,000.00 to add additional streets to the existing resurfacing Contract.

We elect to use the 100% Contract Extension clause to add the attached street list to the existing Contract. Staff used the 2014 Pavement Condition Ratings Report that our Consultant prepared to put this list together.

Funding for this payment will be made from the following account: 101721-527205

If you have any questions, please contact me.

pc: JoAnne Carlyle, City Attorney
Jeff Moore, Finance Director
Eric Olmedo, Tarinda Chappell, Purchasing Director
File

**CITY OF HIGH POINT
P.O. BOX 230
HIGH POINT, NC 27261**



CHANGE ORDER/SUPPLEMENT AGREEMENT

CHG. ORDER/SUP. AGREEMENT NO. 1	CONTRACT NO. 2014-002	BID NO. 48-031914	CONTRACT: Resurfacing of City Streets
------------------------------------	--------------------------	----------------------	--

TO: Sharpe Bros.

(CONTRACTOR)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Attach supplemental plans and specifications if necessary)	DECREASE In Contract Price	INCREASE In Contract Price
Add on list: Mobilization: 1 LS @ \$7,000.00; Traffic Control: 1 LS @\$7,750.00		\$400,000.00
Manhole Adjustment (Rapid Set): \$570.00/ EA; and		
Water Valve Adjustment (Rapid Set): \$560.00 /EA		
The Contractor will honor existing unit prices for 2" Milling (\$1.20/SY) and Asphalt		
Surface Course, Type S9.5B (\$66.60/TN)		\$400,000.00
Net Change In Contract Price :		

Justification and reason for change: Elected to use 100% Contract extension clause and add additional streets to the existing

Contract. The Contractor has agreed to take on the additional work.

Lawson Account Number:

101721 527205

Previous Contract Total:

\$769,459.08

Change Orders/Supplement Agreements Net Overrun:

\$400,000.00

The contract total including this and previous Change Orders/Supplement Agreements will be revised to:

\$1,169,459.08

Revised completion date:

This document will become a change order/supplement to the contract and all provisions will apply hereto:

Requested By:

Nathan Cherry
(Architect) **ENGINEER**

7-14-14

(Date)

Recommended:

Tyler H. H.
(Department Director)

7-14-14

(Date)

Accepted:

Joan S. Clayton
(Contractor)

7-14-14

(Date)

(Corporate Seal)

Approved:

(City of High Point)

(Date)

Approved:

(Finance Department)

(Date)

Resurfacing Add-On List

Street	From	To	PCR	Label
TIMBERWOLF AV.	SILVER FOX CT.	BRADDOCK RD.	70	2" MILL & FILL
TIMBERWOLF AV.	BRADDOCK RD.	CARROLL RIDGE CT.	78	2" MILL & FILL
TIMBERWOLF AV.	CARROLL RIDGE CT.	CARROLL BROOK RD.	39	2" MILL & FILL
TIMBERWOLF AV.	CARROLL BROOK RD.	DRESHER CT.	24	2" MILL & FILL
TIMBERWOLF AV.	DRESHER CT.	BRADDOCK RD.	54	2" MILL & FILL
BRADDOCK RD.	SKEET CLUB RD.	TIMBERWOLF AV.	64	2" MILL & FILL
BRADDOCK RD.	TIMBERWOLF AV.	SPARROWHAWK DR.	38	2" MILL & FILL
BRADDOCK RD.	SPARROWHAWK DR.	TIMBERWOLF AV.	68	2" MILL & FILL
CARROLL BROOK RD.	TIMBERWOLF AV.	SINGLE LEAF CT.	45	2" MILL & FILL
DRESHER CT.	CUL DE SAC	TIMBERWOLF AV.	45	2" MILL & FILL
MAPLEWOOD AV.	BREHIND MEDIAN	BLAIRWOOD ST.	35	2" MILL & FILL
MAPLEWOOD AV.	BLAIRWOOD ST.	BEFORE 1204 MAPLEWOOD	65	2" MILL & FILL
OAK FOREST DR.	ELMWOOD AV.	BLAIRWOOD ST.	55	2" MILL & FILL
ELMWOOD AV.	CIRCLE=CDS	OAK FOREST DR.	50	2" MILL & FILL
ELMWOOD AV.	OAK FOREST DR.	BLAIRWOOD ST.	74	2" MILL & FILL
ELMWOOD AV.	BLAIRWOOD ST.	HEATHERBROOK DR.	60	2" MILL & FILL
BLAIRWOOD ST.	BUTTONWOOD CT.	WISTERIA CT.	75	2" MILL & FILL
BLAIRWOOD ST.	WISTERIA CT.	ELMWOOD AV.	40	2" MILL & FILL
BLAIRWOOD ST.	ELMWOOD AV.	HEATHERBROOK DR.	65	2" MILL & FILL
BLAIRWOOD ST.	HEATHERBROOK DR.	SUNCREST DR.	50	2" MILL & FILL
BLAIRWOOD ST.	SUNCREST DR.	OAK FOREST DR.	45	2" MILL & FILL
BLAIRWOOD ST.	OAK FOREST DR.	MAPLEWOOD AV.	70	2" MILL & FILL
BLAIRWOOD ST.	MAPLEWOOD AV.	JUST PASS 3900	58	2" MILL & FILL
BUTTONWOOD CT.	BLAIRWOOD ST.	CUL DE SAC	69	2" MILL & FILL
WISTERIA CT.	STILL BROOK LN.	CIRCLE - CDS	67	2" MILL & FILL

**HIGH POINT CITY COUNCIL
JUNE 16, 2014 – 9:00 A.M.
COUNCIL CHAMBERS**

MINUTES

ROLL CALL, PRAYER, AND PLEDGE OF ALLEGIANCE

Upon call of the roll, the following Council Members were present. Minister Nikki Spencer offered the invocation; the Pledge of Allegiance followed.

Present: Mayor Bernita Sims, Mayor Pro Tem James Davis (Ward 5), Council Member Rebecca R. Smothers (At-Large), Council Member Britt Moore (At-Large), Council Member Jeffrey Golden (Ward 1), Council Member Foster Douglas (Ward 2); Judith P. Mendenhall (Ward 3); Council Member Jay Wagner (Ward 4), and Council Member Jason Ewing (Ward 6)

FINANCE COMMITTEE - Council Member Moore, Chair
Committee Members: Wagner, Davis and Sims

[all were present]

CONSENT AGENDA ITEMS

140154 Budget Ordinance Amendment - Refunding Bonds

Adoption of a Budget Ordinance amending the 2013-2014 Budget Ordinance to appropriate funds in the amount of \$8,824,024.00 in connection with Refunding Bonds.

This matter was discussed during a Finance Committee Meeting held at 4:00 p.m. prior to this meeting. The Committee recommended approval.

Adopted Budget Ordinance amending the 2013-2014 Budget Ordinance to appropriate funds in the amount of \$8,824,024.00 in connection with Refunding Bonds.

A motion was made by Council Member Moore, seconded by Council Member Mendenhall, that this Budget Ordinance Amendment be adopted. The motion PASSED by a 9-0 unanimous vote.

**Ordinance No. 1763/14-41
Introduced 6/16/2014; Adopted 6/16/2014
Ordinance Book, Volume XVIII, Page 95**

140155 Budget Ordinance Amendment - Revenue Bonds

Adoption of a Budget Ordinance amending the 2013-2014 Budget Ordinance to appropriate funds in the amount of \$2,138,250.00 in connection with Revenue Bonds.

This matter was discussed during a Finance Committee Meeting held at 4:00 p.m. prior to this meeting. The Committee recommended approval.

Adopted Budget Ordinance amending the 2013-2014 Budget Ordinance to appropriate funds in the amount of \$2,138,250.00 in connection with Revenue Bonds.

A motion was made by Council Member Moore, seconded by Council Member Mendenhall, that this Budget Ordinance Amendment be adopted. The motion PASSED by a 9-0 unanimous vote.

**Ordinance No. 1764/14-42
Introduced 6/16/2014; Adopted 6/16/2014
Ordinance Book, XVIII, Page 96**

140156

Budget Ordinance Amendment - FEMA Reimbursement - Ice Storm

Adoption of a Budget Ordinance amending the 2013-2014 Budget Ordinance to appropriate funds in the amount of \$2,135,679.00 for expenditures related to the March 2014 ice storm.

This matter was discussed during a Finance Committee Meeting held at 4:00 p.m. prior to this meeting. The Committee recommended approval.

Adopted Budget Ordinance amending the 2013-2014 Budget Ordinance to appropriate funds in the amount of \$2,135,689.00 for expenditures related to the March 2014 ice storm.

A motion was made by Council Member Moore, seconded by Council Member Mendenhall, that this Budget Ordinance Amendment be adopted. The motion PASSED by a 9-0 unanimous vote.

**Ordinance No. 1765/14-43
Introduced 6/16/2014; Adopted 6/16/2014
Ordinance Book, Volume XVIII, Page 97**

140157

Budget Ordinance Amendment - Fire Department

Adoption of a Budget Ordinance amending the 2013-2014 Budget Ordinance to appropriate funds in the amount of \$72,512.00 for the Fire Department (Station No. 4 damages).

This matter was discussed during a Finance Committee Meeting held at 4:00 p.m. prior to this meeting. The Committee recommended approval.

Adopted Budget Ordinance amending the 2013-2014 Budget Ordinance to appropriate funds in the amount of \$72,512.00 for the Fire Department (damages to Station No. 4).

A motion was made by Council Member Moore, seconded by Council Member Mendenhall, that this Budget Ordinance Amendment be adopted. The motion PASSED by a 9-0 unanimous vote.

Ordinance No. 1766/14-44

Introduced 6/16/2014; Adopted 6/16/2014

Ordinance Book, Volume XVIII, Page 98

140158 Municipal Agreements - NCDOT - Traffic Signs and Pavement Markings

Council is requested to authorize the City Manager to execute North Carolina Department of Transportation (NCDOT) Municipal Agreements for Reimbursement Schedules for Traffic Signs (Schedule A) and Pavement Markings (Schedule B) on state roadways in High Point.

This matter was discussed during a Finance Committee Meeting held at 4:00 p.m. prior to this meeting. The Committee recommended approval.

Authorized the City Manager to execute North Carolina Department of Transportation (NCDOT) Municipal Agreements for Reimbursement Schedules for Traffic Signs (Schedule A) and Pavement Markings (Schedule B) on state roadways in High Point.

A motion was made by Council Member Moore, seconded by Council Member Mendenhall, that this Municipal Agreement be approved. The motion PASSED by a 9-0 unanimous vote.

140159 Contract - Asplundh - Tree Trimming Services

Council is requested to approve contract with Asplundh Tree Expert Company in the amount of \$600,000.00 for tree trimming services within the City of High Point. This is a new contract that was negotiated by ElectriCities as part of our joint purchasing agreement.

This matter was discussed during a Finance Committee Meeting held at 4:00 p.m. prior to this meeting. The Committee recommended approval.

Approved contract with Asplundh Tree Expert Company in the amount of \$600,000.00 for tree trimming services within the City of High Point.

A motion was made by Council Member Moore, seconded by Council Member Mendenhall, that this Contract be approved. The motion PASSED by a 9-0 unanimous vote.

140160 Contract Extension - Bid No. 35 - Badger Water Meters

Approval of extension contract for Bid No. 35 with Carolina Meter & Supply for Badger Water Meters in the amount of \$244,000.00.

This matter was discussed during a Finance Committee Meeting held at 4:00 p.m. prior to this meeting. The Committee recommended approval.

Approved extension to contract for Bid No. 35 with Carolina Meter & Supply for Badger water meters in the amount of \$244,000.00.

A motion was made by Council Member Moore, seconded by Council Member Mendenhall, that this Contract be approved. The motion PASSED by a 9-0 unanimous vote.

140161

Contract - Bid No. 62 - Fire Department Training Tower

Approval of award of contract for Bid No. 62 for the construction of a Fire Department Fire Training Tower. Purchasing and the Fire Department recommends that contract be awarded to Bar Construction Company in the amount of \$228,321.00 which is the lowest responsive and responsible bidder meeting specifications.

This matter was discussed during a Finance Committee Meeting held at 4:00 p.m. prior to this meeting. The Committee recommended approval.

Approved award of contract for Bid No. 62 for the construction of a Fire Department training tower to Bar Construction Company in the amount of \$228,321.00, which is the lowest responsive and responsible bidder.

A motion was made by Council Member Moore, seconded by Council Member Mendenhall, that this Contract be approved. The motion PASSED by a 9-0 unanimous vote.

140162

Resolutions - Authorizing Signatories for City Depositories & Investments

Council is requested to adopt resolutions with financial institutions with which the city conducts deposits, disbursement and/or investment relationships to update signatories for the city.

This matter was discussed during a Finance Committee Meeting held at 4:00 p.m. prior to this meeting. The Committee recommended approval.

Adopted resolutions with financial institutions with which the city conducts deposits, disbursement and/or investment relationships to update signatories for the city.

A motion was made by Council Member Moore, seconded by Council Member Mendenhall, that this Resolution be adopted. The motion PASSED by a 9-0 unanimous vote.

**Resolution Nos:
1381/14-21 - page 103**

1382/14-22 - page 104
1383/14-23 - page 105
1384/14-24 - page 106
1385/14-25 - page 107
1386/14-26 - page 108
1387/14-27 - page 109
1388/14-28 - page 110
1389/14-29 - page 111
Resolution Book, Volume XVIII
Introduced 6/16/2014; Adopted 6/16/2014

REGULAR AGENDA ITEMS

FINANCE COMMITTEE - *Council Member Moore, Chair*

140164 City of High Point 2014-2015 Budget Ordinance and Related Documents
City Council is requested to adopt the FY 2014-2015 Budget Ordinance for the City of High Point and related ordinances and/or resolutions.

This matter was discussed during a Finance Committee Meeting held at 4:00 p.m. prior to this meeting. The Committee recommended approval.

Adopted the following ordinances and resolutions associated with the 2014-2015 Budget:

- Budget Ordinance for FY 2014-2015
- Resolution to adopt a 1.8% Electric rate increase (effective July 1, 2014)
- NCMPA Participant Rate Schedule Rider No. 15
- NCMPA Participant Rate Schedule Rider No. 16
- Water/Sewer Rate Schedule
- Changes to the Proposed Budget

A motion was made by Council Member Moore, seconded by Council Member Mendenhall, to adopt the Budget Ordinance for FY 2014-2015; Resolution adopting a 1.8% Electric Rate increase (effective July 1, 2014); NCMPA Participant Rate Schedule Rider No. 15; NCMPA Participant Rate Schedule Rider No. 16; Water/Sewer Rate Schedule; and Changes to the Proposed Budget. The motion PASSED by a 9-0 unanimous vote.

Ordinance No. 1767/14-45
Introduced 6/16/2014; Adopted 6/16/2014
Ordinance Book, Volume XVIII, Page 99

Resolution No. 1390/14-30
Introduced 6/16/2014; Adopted 6/16/2014
Resolution Book, Volume XVIII, Page 112

140165 High Point Convention & Visitors Bureau - 2014-2015 Annual Budget

City Council is requested to approve the annual budget for the High Point Convention & Visitors Bureau (CVB) for FY 2014-2015.

Approved the annual budget for the High Point Convention & Visitors Bureau (CVB) for FY 2014-2015.

A motion was made by Council Member Wagner, seconded by Council Member Mendenhall, to approve the Annual Budget for the High Point Convention & Visitors Bureau (CVB) for FY 2014-2015. The motion PASSED by a 9-0 unanimous vote.

140166 International Home Furnishings Market Authority - 2014-2015 Annual Budget

City Council is requested to approve the FY 2014-2015 annual budget for the International Home Furnishings Market Authority (Market Authority).

Approved the FY 2014-2015 annual budget for the International Home Furnishings Market Authority (Market Authority).

A motion was made by Council Member Smothers, seconded by Council Member Wagner, to approve the FY 2014-2015 Annual Budget for the International Home Furnishings Market Authority (Market Authority). The motion PASSED by a 9-0 unanimous vote.

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

140180 Section 108 Funding - Meredith Street Apartment Project

Consideration of authorization for the use of Section 108 funding for the Meredith Street Apartment project.

Chairman Douglas asked staff to update Council on the Meredith Street Apartment project and use of Section 108 funding. Mike McNair, Director of Community Development explained the final piece would be assisting by securitizing the loan of which staff has proposed use of Section 108 funds for that purpose and is requesting Council authorize staff to move forward with the project by executing the appropriate documents. Mr. McNair noted staff would be monitoring this project very closely and would give regular reports to Council. Council Member Moore asked if a 30-day delay would be detrimental to the momentum of moving forward. Mr. McNair agreed that it could have an impact because there are three parties involved. He informed Council that they need to either decide to do it or not.

Council Member Smothers felt the delay would not make a difference unless the city is not going to aggressively get a deal from another bank. She felt the main question would

be if the letter comes in on time and it was as much a start date issue as anything else. Mr. McNair shared there are other factors involved that may not be clock resistant having to do with the owner. He reported that staff is prepared to go forward and make the project happen and if they do not get the letter, they will not proceed with the project. Council Member Mendenhall asked if staff could also help move along the permitting process since there is only a finite amount of time to get the project completed. Mr. McNair replied that his staff generally tries to do this with all their developer partners. Council Member Wagner asked staff's opinion as far as the strength and confidence level of Unity Builders to get this project done. Mr. McNair explained that Unity would be indirectly involved because New Horizons LLC, General Contractor, would be doing the work, but they would get directly involved after the project is completed because they would be owning and managing the development. He further explained that staff has had extensive reviews with Unity and reviewed their work write-ups, compared costs, etc....

Mayor Pro Tem Davis expressed concerns about the timing for the project and what would happen if the project gets stalled in the permitting process initially, which would basically shorten the timeframe for the construction end and could cause the deal to fall apart. Council Member Smothers pointed out that Lee Burnette, Director of Planning and Development was present at this meeting and hoped he heard loud and clear that there is a real sincere interest and need for this to be done in a timely manner. Mayor Sims hoped that city staff would not be the holdup that would create an issue if it did not move forward in a timely fashion.

At this time, Chairman Douglas made a motion to authorize the use of Section 108 funding for the Meredith Street Apartment project. Council Member Smothers made a second.

For further discussion, Council Member Golden asked if the motion could be amended to include an extension for the project and asked staff what additional time is needed. Mr. McNair recommended a twelve month extension. Chairman Douglas asked if staff could provide the name of the letter that was referred to and Mr. McNair noted it is called a commitment letter from the permanent lender.

Chairman Douglas then amended his original motion to authorize the use of Section 108 funding for the Meredith Street Apartment project contingent upon receiving a commitment letter that extends the project for an additional twelve months.

Council Member Ewing stated he did not feel comfortable moving forward because there are still some unanswered questions regarding the Section 108 funding, as well as securing the loan for Unity.

Council Member Ewing then made a substitute motion to delay this decision until the July 21, 2014 City Council Meeting. Mayor Pro Tem Davis made a second to the substitute motion.

For further discussion, Council Member Mendenhall pointed out the questions still would not be answered in 30 days and felt the city should either move forward or not.

Mayor Sims asked if there was any further discussion regarding Council Member Ewing's substitute motion. There being none, she called for a vote. **The substitute motion failed by a 3-6 vote as follows:**

Aye: Council Members Ewing, Wagner, and Mayor Pro Tem Davis

Nay: Mayor Sims, Council Members Moore, Smothers, Golden, Douglas, and Mendenhall

Mayor Sims then called for a vote on the original motion to authorize the use of Section 108 funding for the Meredith Street Apartment project contingent upon receiving a commitment letter that extends the project for an additional twelve months, which carried by a 6-3 vote as follows:

Aye: Mayor Sims, Council Member Douglas, Council Member Golden, Council Member Mendenhall, Council Member Smothers, and Council Member Moore

Nay: Council Member Ewing, Council Member Wagner, and Mayor Pro Tem Davis

140167 Ordinance -Vacate & Close - 117-D Oakwood Street

Council is requested to adopt an ordinance ordering the inspector to effectuate the vacating and closing of a structure located at 117-D Oakwood Street belonging to Custom Property Development, LLC.

Chairman Douglas asked staff to update Council on this housing case. Katherine Bossi, Local Codes Enforcement Supervisor, provided an overview of the staff report, which is hereby attached in Legistar as a permanent part of these proceedings.

She informed Council that the list of violations still have not been corrected and the dwelling is still occupied. She explained that the property owner actually hired maintenance people to do the repairs, but they did not.

Adopted Ordinance ordering the inspector to effectuate the vacating and closing of a structure located at 117-D Oakwood Street.

A motion was made by Council Member Douglas, seconded by Council Member Mendenhall, that this Ordinance be adopted. The motion PASSED by a 9-0 unanimous vote.

**Ordinance No. 1768/14-46
Introduced 6/16/2014; adopted 6/16/2014
Ordinance Book, Volume XVIII, Page 100**

140168 Ordinance - Demolition - 400 Vine Street

Council is requested to adopt an ordinance ordering the inspector to effectuate the demolition of a structure located at 400 Vine Street belonging to Basil N. Agapion.

Chairman Douglas asked staff to update Council on this housing case. Katherine Bossi, Local Codes Enforcement Supervisor, provided an overview of the staff report, which is hereby attached in Legistar as a permanent part of these proceedings.

Ms. Bossi informed Council the roof has severe structural issues; electrical, plumbing, heating system have been removed; rotten front porch; as well as holes throughout the dwelling. She reported that the owner did not appear for the hearing and pointed out the estimated repairs exceed the tax value for the property and there have been no permits or repairs to date.

Adopted Ordinance ordering the inspector to effectuate the demolition of a structure located at 400 Vine Street.

A motion was made by Council Member Douglas, seconded by Council Member Moore, that this Ordinance be adopted. The motion PASSED by a 9-0 unanimous vote.

**Ordinance No. 1769/14-47
Introduced 6/16/2014; Adopted 6/16/2014
Ordinance Book, Volume XVIII, Page 101**

140169 Ordinance - Demolition - 905 Worth Street

Council is requested to adopt an ordinance ordering the inspector to effectuate the demolition of a structure located at 905 Worth Street belonging to Irene Palamanis.

Chairman Douglas asked staff to update Council this housing case. Katherine Bossi, Local Codes Enforcement Supervisor, presented a summary of the staff report, which is hereby attached in Legistar as a permanent part of these proceedings.

Ms. Bossi reported that there is roof damage; rotten flooring system throughout the structure; the heating, electrical, plumbing have been removed; unsafe porch; walls removed. She noted that the repairs exceed 50% of the tax value for the structure. There have been no permits or repairs made and the conditions still exist.

Adopted Ordinance ordering the inspector to effectuate the demolition of a structure located at 905 Worth Street.

A motion was made by Council Member Douglas, seconded by Council Member Mendenhall, that this Ordinance be adopted. The motion PASSED by a 9-0 unanimous vote.

Ordinance No. 1770/14-48
Introduced 6/16/2014; Adopted 6/16/2014
Ordinance Book, Volume XVIII, Page 102

140170 Ordinance - Demolition - 2002 E. Green Drive

Council is requested to adopt an ordinance ordering the inspector to effectuate the demolition of a structure located at 2002 E. Green Drive belonging to Bible Way Fire Baptized Holiness Church of God of Americas.

Chairman Douglas asked staff to update Council on this housing case. Katherine Bossi, Local Codes Enforcement Supervisor, provided an overview of the staff report, which is hereby attached in Legistar as a permanent part of these proceedings.

Ms. Bossi reported that there is severe structural damage; roof and exterior wall damage; rotten floors; heating, plumbing, etc.... removed. She noted the property owner did attend the hearing and was attempting to get funds to demolish it, but was unsuccessful. The repairs exceed 50% of the tax value; no repairs have been made and the conditions still exist.

Adopted Ordinance ordering the inspector to effectuate the demolition of a structure located at 2002 E. Green Drive.

A motion was made by Council Member Golden, seconded by Council Member Mendenhall, that this Ordinance be adopted. The motion PASSED by a 9-0 unanimous vote.

Ordinance No. 1771/14-49
Introduced 6/16/2014; Adopted 6/16/2014
Ordinance Book, Volume XVIII, Page 103

PUBLIC HEARINGS - 6:15 P.M.

COMPREHENSIVE PLANNING COMMITTEE - *Council Member Smothers, Chair*

140171 Special Use Permit Case 14-01 - Guilford County Schools

A request by Guilford County Schools to permit high mast lighting fixtures greater than 50 feet in height within a Residential Single Family-7 (RS-7) District. The property is located along the east side of McGuinn Drive, approximately 2,000 feet north of E. Lexington Avenue (1920 McGuinn Drive - Andrews High School tennis courts).

Prior to the public hearing regarding this matter, those persons desiring to speak were duly sworn. The public hearing was held on Monday, June 16, 2014 at 6:15 p.m.

Chairwoman Smothers noted this is a fairly straightforward request by Guilford County Schools to allow them to place some high mass light fixtures around the tennis courts that will be ten feet higher than the current ordinance permits and they have offered conditions. She asked if staff had anything further to report. Herb Shannon with the Planning & Development Department stated there was nothing further for him to report, but was available to answer any questions.

She opened the public hearing and asked if there were any comments regarding Special Use Permit 14-01.

Carl Jobe, 4816 Rehobeth Church Road, Greensboro, spoke in favor of the request. He noted these poles were actually smaller than the poles on the adjoining baseball field. He did not believe these lights would be intrusive to any of the neighborhoods. He reported that he did speak to some of the neighbors and no one had any objections. He offered to address any questions/concerns.

Chairwoman Smothers explained there are conditions that have been submitted as part of the permit request and those conditions would remain in place for the life for the use. She noted that Council is also required to adopt a site plan, which has also been submitted. She then asked if there was anyone else present who would like to comment. There being none, the public hearing was closed.

Approved Special Use Permit 14-01 and the accompanying site plan based on the staff report and the findings that none of these conditions would be detrimental to adjacent property.

A motion was made by Council Member Smothers, seconded by Council Member Mendenhall, that this Special Use Permit be approved. The motion PASSED by a 9-0 unanimous vote.

140172

Ordinance - Zoning Case 14-05 - College Preparatory and Leadership Academy of High Point

A request by the College Preparatory & Leadership Academy of High Point to rezone approximately 11.5 acres from a Conditional Use Highway Business (CU-HB) District to a Conditional Zoning Light Industrial (CZ-LI) District. The site is lying at the southeast corner of Business 85 and Riverdale Drive (4201 Furniture Avenue).

The public hearing for this matter was duly held on Monday, June 16, 2014 at 6:15 p.m.

Herb Shannon of Planning & Development provided an overview of the staff report, which is hereby attached in Legistar as a permanent part of these proceedings. The applicant has requested rezoning of this property from a Conditional Use Highway Business District to a Conditional Zoning Light Industrial District in order to reuse the existing 57,000 sq. ft. vacant building that is on the site. They are proposing to use this building for a school use and have requested this rezoning to facilitate that use. Mr. Shannon reported that the applicant has included a Conditional Zoning Ordinance where

they carried forward those pertinent conditions regarding common signage; maintaining trees and landscaping along the Business-85 frontage of the site; and they've offered transportation conditions to mitigate any impact from the school use (all their vehicle stacking will be on site). The applicant is proposing to initially use only 2/3 of the building and at the time they expand to use the rest of the building, they will install the remaining traffic improvements at the intersection of Business-85 and Riverdale.

Staff is of the opinion that the applicant's request is reasonable in the public interest; is consistent with the Land Use Plan; only one new use is being added and they have addressed traffic impacts for that use. The Planning & Zoning Commission reviewed this request at their May meeting and they recommended approval by a vote of 6-0. Following the presentation of the staff report, Mr. Shannon asked if there were any questions.

Mayor Sims asked about the length of the area of the intersection where the traffic would come in before it turns into Furniture Avenue. Mr. Shannon noted the applicant's engineer could address the issue regarding stacking and explained that the applicant is proposing traffic will come down Furniture Avenue, which is a public street, and this will be the primary entrance. The stacking will loop around the parking lot to the drop off area, then exit on Furniture Avenue.

Following the staff report, Chairwoman Smothers opened the public hearing and asked if there was anyone present who would like to comment.

Simon Johnson, 3296 Kittering Lane, Winston Salem, thanked the cooperation of the staff for working with them and expressed excitement about beginning school at this location in the fall. He offered to address any questions.

Mayor Sims stated she was thrilled with them locating in High Point and thought the parents were also equally pleased that the students will be back in High Point and attending school in High Point.

Chairwoman Smothers asked where the students would play outside. Mr. Johnson explained they do not intend to construct a playground outside, but they would have a designated green area that they will be using for the students to get outdoor exercise and in addition, they are also building a large area inside for recreation and physical activities.

Chairwoman Smothers acknowledged receipt of a letter of support from Marcus Brandon that will be attached as a permanent part of the record. She asked if there were any further comments. There being none, she closed the public hearing.

Adopted Ordinance providing for the rezoning of this property from a Conditional Use Highway Business (CU-HB) District to a Conditional Zoning Light Industrial (CZ-LI) District based on consistency with the City's adopted plans and the findings as outlined in

the staff report. Additionally, the City Council considers the action taken to be reasonable and in the public interest.

A motion was made by Council Member Smothers, seconded by Council Member Golden, that Ordinance providing for the rezoning of this property be adopted. The motion PASSED by a 9-0 unanimous vote.

**Ordinance No. 1772/14-50
Introduced 6/16/2014; Adopted 6/16/2014
Ordinance Book, Volume XVIII, Page 104**

140173 Resolution - Street Abandonment Case 14-03 - City of High Point

A request by the Technical Review Committee to abandon (close) excess right of way lying along the north side of Vail Avenue, between George Place and Cassell Street.

The public hearing for this matter was duly held on Monday, June 16, 2014 at 6:15 p.m.

Herb Shannon of Planning and Development provided an overview of the staff report, which is hereby attached as a permanent part of these proceedings. He noted this request was submitted by the Technical Review Committee and was reviewed by the TRC in April. The sanitary sewer, storm and electrical easements will be retained.

Following the presentation of the staff report, Chairwoman Smothers opened the public hearing and asked if there was anyone present who would like to offer comments. There being none, the public hearing was closed.

Adopted Resolution authorizing the abandonment (closure) of excess right-of-way lying along the north side of Vail Avenue, between George Place and Cassell Street with the retention of the following easements:

- 1) 20-foot wide sanitary sewer easement centered over existing sewer lines;
- 2) 30-foot wide stormwater easement centered over existing stormwater lines;
- 3) 15-foot wide electrical easement centered over all existing electrical distribution lines

A motion was made by Council Member Smothers, seconded by Council Member Douglas, that the Resolution authorizing the abandonment (closure) of the excess right-of-way lying along the north side of Vail Avenue, between George Place and Cassell Street be adopted. The motion PASSED by a 9-0 unanimous vote.

**Resolution No. 1391/14-31
Introduced 6/16/2014; Adopted 6/16/2014
Resolution Book, Volume XVIII, Page 113**

140174 Resolution - Street Abandonment Case 14-04 - City of High Point

A request by the Technical Review Committee to abandon (close) a partially improved alley lying along the south side of W. English Road, between N. Lindsay Street and Oakwood Street.

The public hearing for this matter was duly held on Monday, June 16, 2014 at 6:15 p.m.

Herb Shannon of Planning and Development provided an overview of the staff report, which is hereby attached as a permanent part of these proceedings.

Following the presentation of the staff report, Chairwoman Smothers opened the public hearing and asked if there were any comments. There being none, the public hearing was closed.

Adopted Resolution authorizing the abandonment (closure) of a partially improved alley lying along the south side of W. English Road, between N. Lindsay Street and Oakwood Street with the retention of an electrical utility easement due to the electrical lines with poles running the full length of this alley.

A motion was made by Council Member Smothers, seconded by Council Member Moore, that the Resolution authorizing the abandonment (closure) of a partially improved alley lying along the south side of W. English Road, between N. Lindsay Street and Oakwood Street be adopted. The motion PASSED by a 9-0 unanimous vote.

Resolution No. 1392/14-32

Introduced 6/16/2014; Adopted 6/16/2014

Resolution Book, Volume XVIII, Page 114

MISCELLANEOUS**140175 Change in Meeting Schedule - Cancellation of July 1st Regular City Council Meeting**

Council is requested to make a change in the regular City Council meeting schedule to cancel the July 7th 5:30 p.m. Regular City Council Meeting due to the 4th of July holiday week. Regular meetings will resume on Monday, July 21st at 5:30 p.m. and public comments will be received at 6:00 p.m. during that meeting.

Approved a change in the regular City Council meeting schedule to cancel the July 7th, 5:30 p.m. Regular City Council Meeting due to the 4th of July holiday week.

A motion was made by Council Member Mendenhall, seconded by Council Member Wagner, to approve the change in the meeting schedule by cancelling the July 7, 2014 City Council meeting. The motion PASSED by a 9-0 unanimous vote.

BOARDS AND COMMISSIONS APPOINTMENTS AND VACANCY REPORT**140176 Citizens Advisory Council - Reappointments**

Council is requested to confirm the reappointments of Ms. Theresa Eckard (Mayor Sims); Mr. Jeff Sypole (Ward 3); Thomas Kak (Ward 5) Myra Clodfelter (Ward 4) and Scott Niebauer (Ward 6) to the Citizens Advisory Council. Appointments to effective immediately and will expire May 31, 2016.

Approved the preceding reappointments to the Citizens Advisory Council.

A motion was made by Council Member Mendenhall, seconded by Council Member Douglas, to approve the preceding reappointments to the Citizens Advisory Council. The motion PASSED by a 9-0 unanimous vote.

140177 Appointment - Library Board of Trustees

Council is requested to confirm the appointment of Ms. Yvonne Matlosz to the Library Board of Trustees as the Ward 6 representative. Ms. Matlosz will be filling the unexpired term of Lisa Grigg who resigned. Appointment to be effective immediately and will expire October 31, 2015.

Approved the appointment of Yvonne Matlosz to the Library Board of Trustees.

A motion was made by Council Member Smothers, seconded by Council Member Ewing, to approve this appointment to the Library Board of Trustees. The motion PASSED by a 9-0 unanimous vote.

140178 Boards and Commissions - Vacancy Report

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

This information is attached for informational purposes only. No action is required on this item.

Mayor Sims encouraged Council to review the vacancy report and get any recommendations for appointments/reappointments in to the City Clerk.

APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS**140179 Minutes to be approved**

Regular City Council Meeting - Monday, June 2 @ 5:30 p.m.
Budget Public Hearing - Thursday, June 5 @ 9:00 a.m.

The minutes from the preceding meetings were unanimously approved as submitted.

A motion was made by Council Member Mendenhall, seconded by Council Member Douglas, to approve the preceding minutes. The motion PASSED by a 9-0 unanimous vote.

ADJOURNMENT

There being no further business to come before Council, the meeting adjourned at 6:45 p.m. upon motion duly made and seconded.

Respectfully Submitted,

Bernita Sims, Mayor

Attest:

Lisa B. Vierling, MMC
City Clerk

FINANCE COMMITTEE
Chaired by Council Member Moore
JUNE 16, 2014 – 4:00 P.M
CITY MANAGER’S CONFERENCE ROOM

MINUTES

PRESENT:

Chairman Moore, Mayor Sims, Council Members Wagner and Davis

OTHERS PRESENT:

Council Members Ewing, Douglas, Golden, Mendenhall and Smothers

STAFF PRESENT:

Randy McCaslin, Assistant City Manager; Allen Oliver, Assistant City Manager; Jeff Moore, Director of Finance; Eric Olmedo, Budget Officer; Garey Edwards, Director of Electric Utilities; Bob Martin, Director of Customer Services; Jeron Hollis, Public Information; Fire Chief Tommy Reid; Mike McNair, Director of Community Development; JoAnne Carlyle, City Attorney; Lisa Vierling, City Clerk, Dawn Sparks, Deputy City Clerk

MEDIA PRESENT:

Pat Kimbrough, *High Point Enterprise*

OTHERS PRESENT:

Cindy Davis, Planning & Zoning Commission
Richard Wood, City Project Chairman

Consent Agenda Items

150154 Budget Ordinance Amendment – Refunding Bonds

Adoption of a Budget Ordinance amending the 2013-2014 Budget Ordinance to appropriate funds in the amount of \$8,824,024.00 in connection with Refunding Bonds.

Jeff Moore advised that it used to be when governments issued refunding bonds the City did not have to gross those up so everyone could actually see where the cash came in and went out, it was just a disclosure in the financial statements. A year and a half ago, right after the last refunding bonds, that was changed to where the State Treasurer wants to see the cash coming in and out, which is shown on the face of the financial statements, therefore State Treasurer has said if it is going to be on the face of the financials, they want to see it in the corporate view of those entity wide statements, and they also want to see a budget for those

funds. Mr. Moore stated it is hard to budget those funds until they know what they are.

140155 Budget Ordinance Amendment – Revenue Bonds

Adoption of a Budget Ordinance amending the 2013-2014 Budget Ordinance to appropriate funds in the amount of \$2,138,250.00 in connection with Revenue Bonds.

Mr. Moore stated that the revenue bond item is the remainder of those bond proceeds and where that money was spent.

140156 Budget Ordinance Amendment – FEMA Reimbursement – Ice Storm

Adoption of a Budget Ordinance amending the 2013-2014 Budget Ordinance to appropriate funds in the amount of \$2,135,679.00 for expenditures related to the March 2014 ice storm.

Council Member Ewing asked about the costs of the FEMA reimbursement. Eric Olmedo stated that those include several different costs ranging from the contract labor to the tipping fees.

Jeff Moore explained what is before Council are actual costs and these are projected costs through June 30th, which is the immediate concern to make sure they do not go over budget and have a compliance issue at the end of the fiscal year. They do have some ongoing costs that continue in electric and streets, as well as in water and sewer with the clearing of the outfall lines that they have to get to. Mr. Moore stated he has not attempted to project those costs, but he felt there were several hundred thousands more that will be incurred in the next fiscal year, and as they get all the final dollars from the state and FEMA they will come back with a full accounting of the storm.

Jeff Moore explained that in the scenario FEMA pays a higher rate than what it actually costs the City to do, those will come back and be prorated back to the funds where they are incurred on an allocable basis, and it will come in as revenue and then at that point if it is above the costs when they do the reconciliation for Council, they will know what the profit is and at that point it can go into fund balance or be appropriated for additional items as council may choose fit. Council Member Smothers felt if they are sending more money than can be spent maybe they should send it back.

140157 Budget Ordinance Amendment – Fire Department

Adoption of a Budget Ordinance amending the 2013-2014 Budget Ordinance to appropriate funds in the amount of \$72,512.00 for the Fire Department.

Council Member Mendenhall asked how much was appropriated for the fire tower. Jeff Moore advised that a little under \$300,000 was appropriated. Chief Reid stated that they spent \$298,000 on the facility itself and they spent \$26,000 for the architect. They do not expect to go over budget.

140158 Municipal Agreements – NCDOT – Traffic Signs and Pavement Markings

Council is requested to authorize the City Manager to execute North Carolina Department of Transportation (NCDOT) Municipal Agreement for Reimbursement Schedules for Traffic Signs (Schedule A) and Pavement Markings (Schedule B) on state roadways in High Point.

There were no questions regarding this item.

140159 Contract - Asplundh – Tree Trimming Services

Council is requested to approve contract with Asplundh Tree Company in the amount of \$600,000.00 for tree trimming services within the City of High Point. This is a new contract that was negotiated by ElectriCities as part of our joint purchasing agreement.

There were no questions regarding this item.

140160 Contract Extension 0 Bid No. 35 – Badger Water Meters

Approval of extension contract for Bid No. 35 with Carolina Meter & Supply for Badger Water Meters in the amount of \$244,000.00.

Bob Martin showed a cutaway sample of the Badger Water Meter. Bob Martin explained that the pricing they have is what was bid four years ago, they have renewed three times, and this is probably the last time we will get a renewal. There was a change about six months ago where the meter had to be lead free. The future meter has no moving parts and is stainless steel and measures the movement sonically. The city will eventually move to using these new meters.

140161 Contract – Bid No. 62 – Fire Department Training Tower

Approval of award of contract for Bid No. 62 for the construction of a Fire Department Fire Training Tower. Purchasing and the Fire Department recommends that contract be awarded by Bar Construction Company in the amount of \$228,321.00 which is the lowest responsive and responsible bidder meeting specifications.

Council Member Smothers asked what caused the sprinkler system to go bad. Chief Reid stated that when it got cold in January the sprinkler pipe froze and busted and flooded the station. Chief Reid stated that the

contractor claims they installed the pipe correctly, but the understanding is that it was installed incorrectly.

140162 Resolutions – Authorizing Signatories for City Depositories & Investments

Council is requested to adopt resolutions with financial institutions with the city conducts deposits, disbursement and/or investment relationships to update signatories for the city.

Council Member Davis asked if they are switching from Bank of America to High Point Bank. Mr. Moore stated they are not switching banks at this time. Mr. Moore stated that the City has banking and investment relationships with all of the local banks, and they have a primary depository with Bank of America for over three years, and investment relationships with other local banks. Mr. Moore explained this is a good way to reinvest in the community by putting some of the city's money out and letting the local banks and financial institutions leverage that to do loans. The only thing that is changing is the City Manager has not been on the signatory cards and they need to update him for the fact that he will be the acting City Manager.

REGULAR AGENDA ITEMS

140164 City of High Point 2014-2015 Budget Ordinance and Related Documents

City Council is requested to adopt the FY 2014-2015 Budget Ordinance for the City of High Point and related ordinances and/or resolutions.

Eric Olmedo handed out some corrected pages for the budget. Mr. Olmedo stated that he had drafted the net proposed budget and not the gross budget. (Copies of these handouts are attached to and made a part of these minutes.)

Council Member Moore noted that it was his understanding that the movement of the Community Development has been going on once or twice from CDBG to the general fund over the years and asked if that was the best thing to do instead of utilizing the federal funds. Council Member Mendenhall stated that they did that to free up some money. Mayor Sims stated she thought the director's salary was in the general fund and this is just something that has happened over the last few years where they continue to move these positions.

Council Member Davis asked if they are levying \$5 per vehicle tax. Jeff Moore advised that has been in place for a number of years and is not an additional.

Mayor Sims stated that Council probably needs to look at increasing street resurfacing back because this is an ongoing problem with the streets.

Council Member Davis stated that based on an article in the newspaper he would like to request that they freeze City Project funding for 2014/2015 until they determine what kind of organization they are, because with the new nonprofit laws a 501(c)4 does not meet the criteria of a nonprofit policy. Council Member Wagner stated that they still will have a (c)3 status.

Mayor Sims stated that the Council has had quite a bit of conversation around City Project going back to the beginning of the year, and she felt that Council knows what the criteria is for any of those entities funded as nonprofits, and if it does not meet the criteria it does not get the funding, whether we freeze the funds or do not. Mayor Sims recommended they go ahead and approve the budget as it stands, and if for some reason it does not meet the nonprofit criteria and gets to be something else then they deal with it at that point. Mayor Sims stated that Council never talked about how they were going to disburse the \$35,000 funds, whether by reimbursement or whether they would just arbitrarily give \$35,000 to the entity, and felt that was the bigger discussion that needed to happen. Randy McCaslin advised that presently the funding is made in quarterly installments. The first payment is made the first week of July. Council Member Davis stated that is what bothers him.

Council Member Douglas stated that the misstatement that the city has 1400 employees, but it only has 10 of those 25 that supposedly at the MRF, which means there are only 1385 employees, and he asked how many other departments are they short in this manner. Randy McCaslin stated that those funded positions are there but they have not filled all of those funded positions and have been using temporary part time people so they would not have to lay any employees off once the upgrades were done.

Council Member Douglas asked if they ever received the list of comparable salaries of other municipalities. Eric Olmedo stated that he was not aware of and he did not recall that being requested. Council Member Douglas stated it was requested as part of the pay increase discussion.

Council Member Douglas stated that a few of the Council Members met with McGladery and asked them quite a few questions, and for the most

part what they do with the city budget. Council Member Douglas felt that as a good housekeeping measure it was his opinion they need to have a forensic audit performed, not just based around the pcards, but as a good housekeeping measure and he felt that with the relationship with McGladery it might be a good idea to have a different firm perform the audit. Council Member Smothers stated that she did not disagree about the length of time with a single auditor and thought it makes sense to bring in an extra set of eyes, but was not clear about the use of a forensic audit because it is the suggestion that you do a forensic audit when there is a suggestion of fraud. Council Member Moore stated that was his understanding as well.

Mayor Sims stated that she mentioned that where there are items that are not being coded correctly, for example meals being placed in office supplies, it is incumbent on the city to create an account category so that can be captured in an appropriate way, because Council's desire is not to see meals placed in office supplies, and there is no account set up currently to capture that information in that way, and Council's direction should be for staff to create something where it shows up correctly. Council Member Davis stated that he thought that was the direction given several months ago. Council Member Ewing stated that everywhere that a meal would be necessary would be in the travel category. Randy McCaslin stated he has asked the Budget Department to make sure that each department has a travel and training budget.

Council Member Douglas asked the status of looking into the necessity of procurement cards throughout the departments. Jeff Moore stated he has been working with the Purchasing Manager and they have a list of all pcard users and the number of transactions they have had in the past year, and for those that are not using them at all or infrequently they are reaching back to department directors to reassess those. Council Member Smothers stated she thought it was to do an evaluation of how many cards are actually needed, and to make sure they have adequate capability within a department. Jeff Moore stated that they are starting with the infrequent users. Randy McCaslin stated that they will systematically go through each department and look at the individuals authorized to have pcards and report back to Council.

Council Member Douglas asked if all Council Members have the chance to bring any concerns they may have to the auditors. Mayor Sims stated that each year she has been on Council the Manager has announced to all of Council that the meeting with the auditor is to take place and if there are any concerns Council may have to get those concerns to him prior to the meeting.

Mayor Sims asked if the City has an internal audit team. Jeff Moore stated that they used to have an internal audit department and over the course of retirements and years there is no longer such a department. Mayor Sims felt that maybe that would be a good place to start with putting in place an internal audit team, and they could start with the concerns around the procurement cards. Council Member Ewing requested they look at the costs of putting together an internal audit department. Jeff Moore stated that presently he is strapped with meeting the compliance operation objectives of the City and he cannot add any additional responsibilities to his staff.

Randy McCaslin stated that he will come back to council with a proposal for an internal audit team by the next meeting in July.

140165 High Point Convention & Visitors Bureau – 2014-2015 Annual Budget

City Council is requested to approve the annual budget for the High Point Convention & Visitors Bureau (CVB) for FY 2014-2015.

Council Member Ewing stated he did not see a line item for any dollar amount for improvements. Council Member Smothers asked Council Member Wagner if he knew what the plans were for the Visitor Center morphing from \$10,000 to \$96,000. Council Member Wagner stated that part of that is to preparing for the billboards should council approve that. Council Member Smothers stated that they also mentioned sharing responsibilities of the receptionist. Council Member Wagner stated that right now they have a summer intern from HPU that is working that will be at the front desk.

140166 International Home Furnishings Market Authority – 2014-2015 Annual Budget

City Council is requested to approve the FY 2014-2015 annual budget for the International Home Furnishings Market Authority (Market Authority).

There were no questions regarding the International Home Furnishings Budget.

OTHER MATTERS

Section 108 Housing Loan – Meredith Street Apartments

Mayor Sims stated she has seen emails with concerns about using the Section 108 loan funding. Mike McNair stated that the purpose of the funding is to secure a loan to Unity from First Citizens Bank. The intent is that this fund will not be used and it is a back

stop, however the City has to proceed as if they were using them and will have to submit a project to HUD as if they were going to do it.

Mayor Sims asked if they are talking about using other subsidies to offset the rents. Mr. McNair stated that they will be eligible for vouchers, but those Section 8 tenants will be susceptible to Unity as tenants, and as so the Housing Authority typically will determine what rent level they are going to pay. The fair market rent is the most that they will pay.

Council Member Davis stated that the VP at First Citizens stated to him personally that of the \$460,000 provided \$405,000 was to purchase the property, \$55,000 was interest on the loan, Unity had zero dollars, and the total amount of the construction loan was \$1.3 million. Mr. McNair stated that we will be providing them funds that will be used for the acquisition of the property and will be setting aside funds for the construction interest. Council Member Davis stated that First Citizens informed him that the construction financing is the total of those two, which is \$1.3 million, leaving \$945,000 to do the construction and that is where the problem comes in because they feel like the cost overruns will come into plan and the City will be liable for all that because Unity has zero dollars. Mr. McNair stated that was correct, the project costs with the acquisition and construction together is \$1.4 million, and the City may end up being on the hook for any additional costs. Council Member Davis stated he was also told that Unity had nine months from the time that they take the loan out to finish the project before the third party walks away. Mr. McNair stated that is the way the original commitment letter was written and they are seeking a new commitment letter and the City of course would seek that before closing. Mr. McNair stated the project is expected to take four to five months to complete. Council Member Davis stated that the Vice President at First Citizens Bank wants council to know that basically the only reason this loan is attractive to the bank is because the City is guaranteeing the entire amount and could be responsible for costs should it go over, which is very possible, and in nine months with a 60% occupancy rate at \$600 a month the City is taking a gamble of \$1.3 to \$2 million.

Mayor Sims stated she did not look at this as trying to save the apartments, but rather as creating affordable housing, and depending on the fair market rents if the banker does not like the deal then he needs to walk away.

ADJOURNMENT

The meeting adjourned at 5:30 p.m. on a motion duly made and seconded.

Respectfully Submitted,

Dawn J. Sparks, CMC
Deputy City Clerk

Council Member Britt Moore



MEMORANDUM

Date: July 12, 2014

To: Bob Morgan, Interim Assistant City Manager

From: Terry Houk, Director of Public Services (TH4)

Re: Agenda Item

I respectfully request that the following be included for consideration on the next Council Agenda:

Approval of change order submitted by Shook Construction Company for removal of old control building at Westside WWTP

The Westside WWTP is under upgrade to convert the existing extended aeration system to a Biological Nutrient Removal (BNR) system. Upon completion and acceptance by the City of High Point the Westside WWTP will be permitted initially to treat 8.2 MGD (currently permitted at 6.2 MGD). After completion of the Rich Fork Creek stream restoration project, the plant will be permitted to treat 10.0 MGD if the testing in the stream meets the restoration model criteria. During the last major upgrade the control building was demolished and buried in place. The location of this buried building conflicts with the footprint of the new NRCY building foundation and must be removed.

Public Services is recommending the change order be accepted for:

Removal of buried building: \$93,689.35

Funding for this change order will come from the 421779-533701-421101024105-40201.

Cc: Jeff Moore
Tarinda Chappell
John Hodges
File



Shook Construction
3453 Apex Peakway
Apex, North Carolina 27502

Phone: (919) 290-8141

Fax: (919) 290-8081

www.shookconstruction.com

City of High Point - Westside WWTP Improvements Phase III											
Potential Change Order # 005 <i>NRCY Structure & Unsuitables Removal</i>	DATE: June 5, 2014 JOB #: 113039										
TO: Hazen & Sawyer 4011 Westchase Blvd. Raleigh, NC 27607 Attn: C. McDowell / C.T. Johnson	DESCRIPTION: In accordance with RFP #003 we are to provide unit prices for removal of the buried Admin building foundation and all unsuitable materials located above its footprint. This work shall also include replacing the excavation with suitable fill back to finish grade. The price noted below is based on what is currently known to be the extents of removal. If the total quantity of material to be removed changes from the quantities assumed herein, the total price shall be adjusted by using the stated unit prices applied against the actual work completed.										
This cost proposal summarizes additional costs beyond the scope of the contract to complete the work as generally described in the description above. If accepted, this cost proposal shall be incorporated into the contract through a Change Order. <table style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: right;">Labor:</td> <td style="text-align: right;">\$11,057.68</td> </tr> <tr> <td style="text-align: right;">Material:</td> <td style="text-align: right;">\$31,893.22</td> </tr> <tr> <td style="text-align: right;">Equipment:</td> <td style="text-align: right;">\$22,591.69</td> </tr> <tr> <td style="text-align: right;">Subcontract:</td> <td style="text-align: right;">\$28,146.77</td> </tr> <tr> <td style="text-align: right;">Total:</td> <td style="text-align: right;">\$93,689.35</td> </tr> </table> This Cost Proposal requires a time extension of <u>0</u> days <i>We reserve the right to recover any impacted costs, at a later date when they may be determined.</i> In Order to maintain the project schedule, a response to this cost proposal must be received by: <u>June 12, 2014</u>		Labor:	\$11,057.68	Material:	\$31,893.22	Equipment:	\$22,591.69	Subcontract:	\$28,146.77	Total:	\$93,689.35
Labor:	\$11,057.68										
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Total:	\$93,689.35										
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center; border-top: 1px solid black; border-bottom: 1px solid black;"> Ryan Lowden <i>Proposed By Shook Construction</i> </td> <td style="width: 50%; text-align: center; border-top: 1px solid black; border-bottom: 1px solid black;"> June 5, 2014 <i>Date</i> </td> </tr> <tr> <td style="width: 50%; text-align: center; border-top: 1px solid black; border-bottom: 1px solid black;"> <i>Accepted By</i> </td> <td style="width: 50%; text-align: center; border-top: 1px solid black; border-bottom: 1px solid black;"> <i>Date</i> </td> </tr> </table>		Ryan Lowden <i>Proposed By Shook Construction</i>	June 5, 2014 <i>Date</i>	<i>Accepted By</i>	<i>Date</i>						
Ryan Lowden <i>Proposed By Shook Construction</i>	June 5, 2014 <i>Date</i>										
<i>Accepted By</i>	<i>Date</i>										

cc: Jason Bustamante, Jon Powelson

**RESOLUTION OF HIGH POINT CITY COUNCIL
AUTHORIZING THE LEASE OF PROPERTY**

WHEREAS, the City owns and operates the High Point Theatre (“Theatre”) whose address is 220 East Commerce Avenue, High Point, North Carolina, 27260, which houses primary gallery spaces commonly referred to as Room T-121. Room 2-214. Room 204, and Room 206; and

WHEREAS, the City has the authority to lease portions of the Theatre; and

WHEREAS, the City Council, to provide for economic development and to advance opportunities for its citizens, desires to have Theater Art Galleries, Inc. (“Tenant”) locate its galleries at the Theatre and to use the Theatre for a principal place of business; and

WHEREAS, the City and the Tenant have agreed that Tenant will lease the gallery spaces located in the Theatre for the term of one year beginning August 1, 2014. For the consideration, Tenant has agreed to:

- (a) Establish and use the primary gallery spaces located in the Theatre as its place of business;
- (b) Advertise, market and promote Theatre Art Galleries, Inc.’s business at the Theatre; and
- (c) Encourage and promote involvement of artists within the high point area;

WHEREAS, the City Council has determined that the City will not have need of the leased area to the extent such would conflict with Tenant’s use during the period of this Agreement; and

WHEREAS, the City Council, in promoting economic development, finds that providing the public with this opportunity at the Theatre serves the needs and general welfare of the public and is in the best interest of the City and its citizens; and

WHEREAS, North Carolina General Statutes § 160A-272 authorizes the City to enter into leases of one year or less upon resolution of the City Council adopted at a regular meeting; and

WHEREAS, the City Council is convened in a regular meeting;

NOW THEREFORE BE IT RESOLVED that the City Council hereby approves the lease of the Theatre gallery spaces described above to Theatre Art Galleries, Inc. for one year and directs the appropriate City employees to execute any instruments necessary to the lease.

Adopted: August 4, 2014

Mayor Bernita Sims



MEMORANDUM

Date: July 14, 2014

To: Randy McCaslin, Interim City Manager

From: Michael E. McNair, director of community Development and Housing

SUBJECT: Habitat for Humanity – CHDO contract

The Community Development and Housing Department has recertified Habitat for Humanity of High Point, Archdale, and Trinity (Habitat) as a Community Housing Development Organization (CHDO) and is prepared to release a contract to build additional affordable housing in the Graves Avenue and West End areas. A 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. Non-profit organizations are eligible for CHDO certification upon confirmation by the Participating Jurisdiction that HOME Program requirements for CHDO funding have been met. As a Participating Jurisdiction the City of High Point must set aside, at minimum, 15 percent of its annual HOME program allocation for housing development activities involving certified CHDOs. HOME funds must be committed within two years or be subject to recapture by HUD. As Habitat has met HUD requirements for CHDO designation and has been recertified, we are now ready to execute a CHDO contract.

In addition to meeting CHDO requirements, Habitat has demonstrated the necessary organizational capacity to build and sell in the affordable housing arena. To date, Habitat has successfully built and sold 18 homes in the Graves Avenue area; 3 more are currently under construction. Additionally, Habitat has built 7 homes in West End. The new contract will authorize CHDO funding totaling \$265,000. The contract has two components, \$250,000 to assist with the construction of ten affordable Energy Star compliant housing units and an additional \$15,000 for operating support. The addresses for the new construction under this contract are: 1514 Davis, 1512 Hobart, 1516A Davis, 213 N. Hoskins, 1716 Brooks, 1714 Brooks, 1712 Brooks, 1708 Brooks, 1516B Davis and 204 N. Hoskins. Staff requests Council's favorable consideration to approve the contract and authorize the City Attorney to convey the fore-mentioned parcels to Habitat as needed.

Attachment: Contract with Habitat for Humanity

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (“the Agreement”) is entered into this _____ day of July, 2014, by and between the **CITY OF HIGH POINT**, a North Carolina municipal corporation with a mailing address of P.O. Box 230, High Point, North Carolina 27261 (“the City”), and **HABITAT FOR HUMANITY OF HIGH POINT, ARCHDALE AND TRINITY**, a North Carolina non-profit corporation authorized to do business in the State of North Carolina, with a mailing address of 133 Montlieu Avenue, High Point, North Carolina 27262 (“CHDO”).

SERVICES

WHEREAS, the City is the recipient of HOME Investment Partnerships Program Funds from the U.S. Department of Housing and Urban Development (HUD), including funds reserved for the use of Community Housing Development Organizations (CHDOs); and

WHEREAS, Habitat for Humanity of High Point, Archdale and Trinity has been certified with the City as a CHDO, and has submitted a proposal for use of CHDO funds for a CHDO-eligible project under HOME regulations; and

WHEREAS, the City desires to engage CHDO to provide the services described in the attached **Attachment A** (“the Services”). The Services include all additional services reasonably implied and inferred therefrom or customarily provided in the performance of services of the nature to be provided by CHDO pursuant to the Agreement; and

WHEREAS, CHDO desires to render the Services, and has the experience, staff and resources to perform the Services;

NOW, THEREFORE, the City and CHDO, in consideration of their mutual covenants, hereby agree as follows:

SECTION I. PROVISION OF THE SERVICES

A. Provision of and Payment for the Services. CHDO shall provide the Services consistent with the terms of the Agreement. The City shall pay CHDO for the provision of the Services consistent with the terms of the Agreement.

B. Regulations Governing Use of Funds. The funds to be made available to CHDO by the City under this Agreement are derived from the HOME Investment Partnerships Program funds (hereinafter referred to as “the HOME Program”), which funds are made available to the City by the United States Department of Housing and Urban Development (hereinafter called “HUD”). CHDO acknowledges the source of these funds and agrees to cooperate fully in providing the City any and all information and reports as may be required by the City in order that the City can comply with applicable HOME Program regulations. Set out below are specific requirements imposed on CHDO by the City to ensure compliance with all applicable HOME Program regulations. CHDO acknowledges that there may be additional reports or information which it shall have to provide and additional actions which it may have to take in order to

comply with HOME Program rules and regulations. If directed by the City, CHDO agrees to take such additional actions and provide required information.

1. Funds provided to CHDO are to be used exclusively for expenses incurred in the execution of the program proposed for the City's 2014-2015 fiscal year, in accordance with the budget and scope of services attached hereto (Attachment "A") and the qualification as affordable housing homeownership attached hereto (Attachment "B") which are incorporated by reference as if fully set forth herein. Any amendment to this budget, which results in increases or decreases in the total amount of the budget, must be submitted in writing to, and approved by, the City at the time of such amendment. The expenditure of any funds being made available under this agreement for any purpose not authorized by this agreement shall constitute a material breach and will cause CHDO to be in default. It is agreed that sufficient documentation in the form of payroll records, invoices and bills will be maintained by CHDO in order to support authorized expenditures.

2. City will fund CHDO in an amount not to exceed in aggregate **Two Hundred Sixty-Five Thousand dollars (\$265,000.00)** for the construction of **ten (10)** houses at the Graves Avenue Site and other sites as well as for operating expenses. Appropriations shall be made for the fiscal year beginning July 1, 2014.

C. Section 3 Clause. The work to be performed under this agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this agreement shall comply with HUD's regulations set forth at 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this agreement, the parties to this agreement certify that they are under no contractual or other impediment that would prevent them from complying with the code of Federal Regulations. Specifically 24 CFR Part 135.

The CHDO's contractor is required to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The CHDO's contractor is required to include this Section 3 clause in every subcontract subject to compliance with regulations codified at 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The

contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

The CHDO's contractor is required to certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this agreement for default, and debarment or suspension from future HUD assisted contracts.

D. Non-Discrimination Under Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act. This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations including the regulations codified at 24 CFR Part 1, and the Americans with Disabilities Act codified at, 42 U.S.C. §§ 12101 et seq. In the sale, lease or other transfer of land acquired, cleared or improved with the assistance provided under this agreement, CHDO shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, handicap, familial status, age or national origin in the sale, lease or rental or in the use or occupancy of such land or any improvements erected or to be erected thereon, and providing that the CHDO and the United States are beneficiaries of and entitled to enforce such covenant. CHDO in undertaking its obligation in carrying out the program assisted hereunder agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

E. Title VIII of the Civil Rights Act and The Fair Housing Act. In carrying out these programs funded in whole or in part with monies made available under the provisions of this agreement, CHDO will comply with Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, and The Fair Housing Act, 42 U.S.C. §§ 3601 et. seq., as amended, and the High Point City Charter Sections 8.30 et seq., as amended, in administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and will take action to affirmatively further fair housing in the sale or rental of houses, the financing of housing, or the provision of brokerage services.

F. Independent Contractor. CHDO is an independent contractor. CHDO, its employees, subcontractors, suppliers and consultants are not, individually or collectively, to be deemed an employee or employees of the City under any circumstances. The Agreement shall not under any circumstances be construed to make the City and CHDO joint venturers, partners or parties to similar relationships with each other.

SECTION II. RESPONSIBILITIES OF CHDO

A. Service Provider's Work. CHDO shall be responsible for the full provision of the Services, the professional quality and technical accuracy of the Services, the preparation of all reasonably required and customary documentation relating to the Services, and the coordination

of all activities relating to the Services. CHDO shall utilize no subrecipients to carry out the services to be performed under this Agreement without the written approval of CITY.

B. Standard of Care. CHDO shall provide the Services in a manner consistent with best practices in the industry with which the Services are associated.

C. Timeliness of Performance. CHDO shall provide the Services in a timely fashion consistent with the City's scheduling requirements and shall be completed on or before the expiration of the term of this Agreement. The CHDO agrees that construction of an affordable house (as same is defined herein) shall begin on those lots conveyed by the City to the CHDO and which are subject to this Agreement within five (5) years of the date of conveyance of lots to CHDO. In the event that construction has not so begun on any such lot within said five (5) year period, then title to said lot shall automatically revert to the City, and the CHDO shall have no further ownership interest therein.

D. Compliance with Applicable Law. CHDO shall comply with all Federal, State and local laws and ordinances applicable to the Services. CHDO shall not discriminate on the grounds of race, color, religion, sex, age, disability or national origin in the performance of the Services. CHDO shall at all times comply with all safety and health regulations, standards and codes applicable to the Services.

E. CHDO's Representative. Prior to provision of the Services, CHDO shall by written notice to the City designate a representative to act on behalf of CHDO with respect to the Agreement and the Services. CHDO's representative's decisions, agreements and actions relating to the Agreement and the Services shall be binding upon CHDO. If the City requests that CHDO designate a different representative to act on behalf of CHDO with respect to the Agreement and the Services, CHDO will do so within five (5) business days of CHDO's receipt of written notice from the City regarding this request. If CHDO decides to change its designated representative, CHDO will give written notice to the City of its new designated representative.

F. Warranty. CHDO fully warrants the Services provided pursuant to the Agreement, and does not disclaim any express or implied warranty potentially applicable to the Services.

G. Bonds. CHDO shall provide any payment bond or performance bond required by the City. The City will provide written notice to CHDO of the need, if any, to provide payment and/or performance bonds relating to the Services prior to the commencement of CHDO's provision of the Services. If the City requests that a payment and/or performance bond be provided by CHDO, the required bond or bonds will be provided by CHDO prior to CHDO's provision of the Services.

H. Performance Report. CHDO shall provide CITY with a quarterly performance report for each year that this agreement continues in effect, or that CHDO utilizes funds made available under this agreement. Such report will cover the preceding quarterly period, and shall include at the minimum the following information:

1. Progress on planned activities to include amount of funds obligated and expended and steps taken to carry out funded activity.
2. Assessment of the effectiveness of the funded activity.
3. Analysis of the persons actually benefited by the funded activity.

Said reports due dates are the fifteenth (15th) of the month after each calendar quarter covering the previous quarter's activities. It is anticipated that all work shall be completed within 365 days of the date of the signing of this Agreement.

The City shall provide CHDO the format of such report.

I. Program Income. Proceeds from the sale of real or personal property, either provided by the City or purchased in whole or in part with funds made available under this agreement, shall be handled in accordance with OMB Circular A-102 pertaining to property management. Proceeds generated from the sale of houses may be retained by the CHDO.

J. Financial Management Standards. CHDO shall provide a financial management system that shall provide for the following:

1. Records that identify adequately the source and application of funds for grant-support activity. These records shall contain information pertaining to Federal awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
2. Effective control over and accountability for all funds, property and other assets. CHDO shall safeguard all such assets and shall assure that they are used solely for authorized purposes.
3. Comparison of actual outlays with budgeted amounts made available under this agreement. Also relation of financial information with performance or productivity data, including the production of unit cost information whenever appropriate and required by the City.
4. Procedures to minimize the time elapsing between the transfer of funds from the U.S. Treasury and the disbursement to CHDO by the City whenever funds are advanced by the Federal Government. Whenever advances are made by a letter of credit method, CHDO shall assist the City in making drawdowns from the U.S. Treasury as close as possible to the time of making the disbursements to CHDO.
5. Procedures for determining reasonableness, allowability and allocability of costs in accordance with the provisions of OMB Circular A-122.
6. Accounting records that are supported by source documentation.

7. Examinations in the form of audits or internal audits shall be required. Such audits shall be made by qualified individuals who are sufficiently independent of those who authorize the expenditure of the funds made available under this agreement, to produce unbiased opinions, conclusions or judgments. These examinations are intended to ascertain the effectiveness of the financial management systems and internal procedures that have been established to meet the terms and conditions of the grant and this agreement. They should be made in accordance with generally accepted auditing standards including the standards published by the General Accounting Office, Standards for Audit of Governmental Organizations, Programs, Activities, and Functions. Examinations should be conducted on an organization-wide basis to test the fiscal integrity of financial transactions as well as compliance with the terms and conditions of this agreement.

8. Audits will be conducted annually unless CHDO is otherwise directed by the City.

9. A systematic approach to assure timely and appropriate resolution of audit finding and recommendations.

Any deficiencies revealed by said audit shall be corrected or resolved to the satisfaction of the City within a period not to exceed three months of receipt of audit findings and recommendations, or sooner if in the sole discretion of the City circumstances so require.

K. Allowable Costs. It is anticipated that the terms of this agreement shall specify the permitted uses of funds made available to CHDO. In no event will any funds made available under this agreement be used to pay a cost that is not allowed under the provisions of OMB Circular A-122.

Specifically excluded as allowable costs under OMB A-122 include but are not limited to the following: all costs incurred for organized fund raising, including financial campaigns, endowment drives, solicitation of gifts, bequests and similar expenses incurred solely to raise capital or obtain contributions.

In addition to all other records required under OMB A-122, CHDO shall maintain payroll records that clearly identify the percentage of each employee's time allocated to organize fund raising. No part of the funds made available under this agreement shall be used to meet payroll costs attributable to organized fund raising.

All costs incurred by CHDO which are later determined by an audit or otherwise to be disallowed costs, under the provisions of OMB Circular A-122, shall be refunded in full by CHDO to the City.

L. Cash Depositories. All funds advanced to CHDO by the City under the provisions of this agreement must be deposited in a bank with Federal Deposit Insurance Corporation (FDIC) insurance coverage and the balance exceeding the FDIC coverage must be collaterally secured.

Consistent with the national goal of expanding the opportunities of minority business enterprises, CHDO is encouraged to use minority banks (a bank that is owned at least 50% by minority group members). A list of minority owned banks can be obtained from the Office of Minority Business Enterprise, Department of Commerce, Washington, D.C. 20230.

M. Provisions Governing Use and Disposition of Real and Personal Property. Title to real property, the purchase of which is paid with funds made available in this agreement, shall vest in the City of High Point unless provided otherwise in this agreement.

The following provisions shall govern the use and disposition of all personal property acquired by CHDO with HOME Program Funds made available by the City under the provisions of this agreement.

1. Title to all personal property acquired with HOME Program Funds shall vest in the City.

2. CHDO shall maintain property records of all property acquired with HOME Program Funds which shall be maintained accurately and shall include:

- a. A description of the property.
- b. Manufacturer's serial number, model number, federal stock number, national stock number or other identification number;
- c. Acquisition date and cost;
- d. Location, use and condition of the property and the date the information was reported;
- e. Such records shall be retained for three years after final disposition of the property.

3. A physical inventory of all property acquired and held by CHDO with HOME Program Funds will be submitted to the City on June 30th following execution of this agreement and annually on June 30th of each year thereafter that CHDO continues in existence and receives HOME Program Funds from the City or utilizes personal property acquired with HOME Program Funds made available by the City, as requested by the City.

4. CHDO shall establish a control system to ensure adequate safeguards to prevent loss, damage or theft to property acquired with funds made available under this agreement.

5. Adequate maintenance procedures shall be implemented to keep the property in good condition.

6. No personal property acquired by CHDO with HOME Program Funds, except that consumed in the ordinary course of business, shall be disposed of, conveyed,

granted, sold or given away by CHDO. All personal property acquired with HOME Program funds no longer required by CHDO, or the useful life of which has expired, shall be returned to the City. In the event the CHDO is dissolved for any reason whatsoever, all personal property acquired with HOME Program Funds and held by CHDO shall be returned to the City with a complete inventory to be submitted upon the return of such property.

N. Procurement Standards. This paragraph provides standards for use by CHDO in establishing procedures for the procurement of supplies, equipment, construction and other services with the funds made available under the provisions of this agreement.

The CHDO shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring for services to be provided under this agreement, the CHDO shall comply at a minimum with the nonprofit procurement standards at 24 CFR 84.40 - .48.

1. All such construction or repair work contracts and purchases or apparatus, supplies, materials or equipment shall also conform with all other applicable provisions of Article 8, Chapter 143 of the North Carolina General Statutes.

2. The type of procuring instruments used (i.e., fixed price contracts, cost reimbursable contracts, purchase orders, incentive contracts, etc.), shall be appropriate for the particular procurement and for promoting the best interest of the program supported with the funds made available under this agreement.

The "cost-plus-a-percentage-of-costs" method of contracting shall not be used in any agreement utilizing any part of the funds made available to CHDO under the provisions of this agreement.

3. Proposed procurement actions shall be reviewed by CHDO'S Officials and/or Directors to avoid purchasing unnecessary or duplicates of the items. Where appropriate, an analysis shall be made of lease and purchase alternatives to determine which would be the most economical, practical procurement.

4. New invitations for bids or requests for proposals shall be based upon a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurements, contain features that unduly restrict competition. "Brand name or equal" description may be used as a means to define the performance or other salient requirements of procurement, and when so used the specific features of the named brand which must be met by offers should be clearly specified.

5. Procurement records or files for purchases in amounts in excess of \$5,000 shall provide at least the following pertinent information: Contractor selection and the basis for the cost.

6. A system for contract administration shall be maintained to ensure contractor conformance with the terms, conditions, specifications of the contract or order, and to ensure adequate and timely follow-up of all purchases.

7. Activities and contracts not subject to Executive Order 11246, As Amended. In carrying out all contracts having a value of \$10,000 or less, CHDO shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. CHDO shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by CITY setting forth the provisions of this non-discrimination clause. CHDO shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or handicap. CHDO shall incorporate the foregoing requirements of this paragraph in all of its contracts with program work, except contracts governed by paragraph 17.8 of this section, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for program work.

8. Contracts subject to Executive Order 11246, As Amended. All contracts of the CHDO having a value of more than \$10,000 shall be subject to HUD equal employment opportunity regulations set forth in 41 CFR Part 60, applicable to HUD assisted construction contracts. CHDO shall cause a requirement to be inserted in full in any non-exempt contract and subcontract for construction work and modification thereof, as defined in said regulations, which is paid for in whole or in part with assistance provided under this agreement, the following opportunity clause:

"During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or handicap. The contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, sex, religion, national origin, age, familial status or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
- 2) The contractor will, in all solicitations for advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, or handicap.

- 3) The contractor will send to each labor union or representative of workers for which he has collective bargaining agreements or other contracts or understandings, a notice to be provided by the Contract Compliance Officer advising said labor union or workers' representative of the contractor's commitment under this section and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.
- 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 and as supplemented by Department of Labor Regulations set forth in 41 CFR Part 60, and all other rules and regulations and relevant orders of the Secretary of Labor.
- 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 and supplemented by Department of Labor regulations set forth in 41 CFR Part 60.
- 6) In the event of the contractor's noncompliance with nondiscrimination clauses of this agreement or with any of such rules, regulations or orders, this agreement may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375 and supplemented by Department of Labor Regulations set forth in 41 CFR Part 60.
- 7) The contractor will include the portion of the sentence immediately preceding paragraph 1) and the provisions of paragraph 1) through 6) in every subcontract or purchase order unless exempted by rules, regulations or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965 as amended so that each such provision shall be binding upon every subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department of Labor may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Labor, the contractor may request the United States to enter into such litigation to protect the interest of the United States."

9. Copeland "Anti-Kick Back" Act. All contract and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. § 874) as supplemented by the Department of Labor Regulations, set forth in 29 CFR Part 3. This Act provides that each contractor or CHDO shall be prohibited from inducing, by any means, any person employed in the construction prosecution, completion or repair work carried out with funds made available by this agreement, to give up any part of the compensation to which he was otherwise entitled. The CHDO shall report all suspected or reported violations to the City.

10. Davis-Bacon Act. All construction contracts awarded by CHDO in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 276a to a-7) and as supplemented by Department of Labor Regulations (29 CFR Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wage as specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week. CHDO shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. CHDO shall report all suspected or reported violations to the City.

11. Small/Minority-Owned Businesses. It is a national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken to ensure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. The CHDO shall take similar appropriate affirmative action in support of women's business enterprises. CHDOs are encouraged to procure goods and services from labor surplus areas.

12. The City shall approve CHDO's proposed contracts and related procurement documents in the following circumstances:

- a. The procurement is expected to exceed \$5,000 and is to be awarded without competition or only one bid or offer is received in response to solicitation and authorized by law;
- b. The procurement expected to exceed \$5,000 specifies a "brand name" product;
- c. The CHDO'S procurement procedures or operation fails to comply with one or more of the significant aspects of this paragraph.

13. All contracts of CHDO other than purchases of less than \$5,000 shall contain provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

14. All contracts in excess of \$5,000 shall contain suitable provisions for termination by the CHDO including the manner in which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

15. Contracts, subcontracts and subgrants of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. § 7606) Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency Regulations, which prohibits use under non-exempt

federal contracts, grants or loans of facilities included upon the EPA list of violating facilities. The provisions shall require reporting of violations.

O. Energy Star Qualifications. CHDO agrees to construct homes that meet ENERGY STAR qualifications. New homes must meet strict guidelines for energy efficiency set by the U.S. Environmental Protection Agency.

P. Section 92.351 Affirmative Marketing. CHDO must adopt affirmative marketing procedures and requirements for rental and homebuyer projects containing 5 or more HOME-assisted housing units. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status or disability. (The affirmative marketing procedures do not apply to families with Section 8 tenant-based rental housing assistance provided with HOME funds.)

Q. Section 92.355 Lead-Based Paint. CHDO must comply with lead hazard control regulations. Housing assisted with HOME funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, M and R of the title.

R. Additional Provisions. Pursuant to the Consolidated and Further Continuing Appropriations Act of 2012 (P.L. 112-55), the following provisions are added to this contract:

1. The City may be required to repay any HOME funds invested in projects that are not completed within four (4) years of the date of the City's written agreement with HUD. This may result in the recapture of HOME-assisted investments by the City in affected projects, including conveyed property and HOME-assisted funding advances associated with each affected project.

2. CHDO shall ensure that the City has sufficient information to determine (1) each project's feasibility (underwriting); (2) the CHDO's development/management capacity and fiscal soundness; and (3) the market need for each project.

3. CHDO shall convert any project associated with this Agreement or any associated Amendments that has not been sold to an eligible homebuyer within six months of construction completion to a HOME-assisted rental unit.

SECTION III. RESPONSIBILITIES OF THE CITY

A. Payment to CHDO. The City shall make payments to CHDO for the Services consistent with the Agreement.

B. The City's Representative. Prior to CHDO's provision of the Services, the City shall by written notice to CHDO designate a representative to act on behalf of the City with respect to the Agreement and the Services. The City's representative's decisions, agreements and actions relating to the Agreement and the Services shall be binding upon the City. If the

City decides to change its designated representative, the City will give written notice to CHDO of its new designated representative.

SECTION IV. TERM OF THE AGREEMENT

A. Term. The term of the Agreement is **twenty-four (24) months** from the date designated by the City for CHDO to begin provision of the Services (“the Commencement Date”).

B. The Commencement Date. The Commencement Date is **July 1, 2014**.

C. No Automatic Renewal. The Agreement will not be automatically renewed. The City and CHDO can agree to continue their contractual relationship with regard to the Services after the expiration of the term, either consistent with the Agreement or otherwise.

SECTION V. PAYMENT

A. Total Payment. The City will pay CHDO the total amount not to exceed **Two Hundred Sixty-Five Thousand (\$265,000)** for CHDO’s full provision of the Services. Any modifications to this total payment must be agreed to in writing by all parties.

B. Invoices.

1. Draw Requests. CHDO shall be entitled from time to time during the term of this Agreement to request draws in an amount not to exceed in aggregate Two Hundred Sixty-Five Thousand dollars (\$265,000) prior to or before **June 30, 2016**.

With each application for a draw, CHDO shall provide the City with a detailed description of the allowable expenses incurred by CHDO and for which expenses the requested draw is intended to reimburse CHDO. The application shall include evidence of bills paid or invoices of expenses incurred and to be paid with the requested draw. The City shall pay CHDO only for the amount of those expenses which are approved by the Director of Community Development & Housing Department, City of High Point, or his designee.

2. Timing of Invoices. CHDO shall submit invoices to the City in a form acceptable to the City on a periodic basis during CHDO’s provision of the Services.

3. Information Required in Invoices. Each invoice submitted to the City by CHDO shall contain sufficient information regarding the work covered by the invoice and the amount charged by CHDO for the work covered by the invoice to allow the City to properly review and process the invoice, and to properly include the invoice in any audit related to the Agreement or the Services. Each invoice shall contain a reference to the Agreement sufficient to allow the City to relate the invoice to the Agreement.

4. Submission of Invoices. Invoices shall be submitted by CHDO to the City as follows:

- a. Invoices hand delivered, mailed, faxed, or emailed to the City shall be sent to:

The City of High Point
Accounts Payable
Att'n: Community Development and Housing Department
211 S. Hamilton Street, Room 312
P.O. Box 230, High Point, NC 27261
Fax: (336) 883-3355
Email: richard.fuqua@highpointnc.gov

- b. Invoice Review Process. The City shall have ten (10) calendar days from the City's receipt of an invoice to report any concerns about the invoice to CHDO. Any concerns, whether with respect to the form of the invoice or the work covered by the invoice, shall be promptly addressed by CHDO to the reasonable satisfaction of the City. CHDO shall submit a revised invoice after the City's concerns about an invoice have been addressed. The City shall pay each accurate and properly submitted invoice within thirty (30) calendar days of the City's receipt of the properly submitted invoice.

5. Prohibition Against Payments of Bonus or Commission. The assistance provided under this agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation are not hereby prohibited if otherwise eligible as program costs.

6. Retention of Records. All financial records, supporting documents, statistical records and all other records pertinent to this agreement shall be retained for a period of three (3) years with the following qualifications:

- a. If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until litigation, claims or audit findings involving the records have been resolved.

- b. Records for personal property not consumed in the ordinary course of business acquired with the funds made available under this agreement shall be retained for three years after final disposition of said property.

The Secretary of HUD, Comptroller General of the United States, City Manager, or his designee, of the City of High Point and any of their duly authorized representatives shall have access to any pertinent books, documents, papers and records of CHDO to make audits, examinations, excerpts and transcripts.

SECTION VI. TERMINATION

A. Default. The Agreement may be terminated by either party if the defaulting party fails to materially perform its obligations under the Agreement. With regard to CHDO, grounds for termination include, but are not limited to: (i) refusing or failing to provide sufficiently skilled and qualified personnel to perform the Services; (ii) failing in any material respect to perform the Services in a timely fashion; (iii) causing, by any act or omission, the stoppage or delay of or interference with any other work or services being performed or provided by or on behalf of the City; (iv) failing to make payments to subcontractors or suppliers in accordance with CHDO's agreements with the subcontractors or suppliers; (v) disregarding any applicable law relating to the provision of the Services; (vi) materially failing to comply with any provision of the Agreement; or (vii) becoming insolvent, having a receiver appointed, or making a general assignment for the benefit of creditors. With regard to the City, grounds for termination include, but are not limited to: (i) failure by the City to make a required payment with thirty (30) calendar days of the time specified by the Agreement, provided written notice of non-payment is received by the City from CHDO; or (ii) otherwise breaching a material term of the Agreement.

B. Termination for Convenience by the City. The City may terminate the Agreement for the convenience of the City. If the Agreement is terminated for convenience by the City, CHDO shall be paid for the portion of the Services satisfactorily provided by CHDO through the date upon which written notice of the City's termination is sent to CHDO.

C. Notice of Termination/Opportunity to Cure. Written notice to either party of termination of the Agreement shall be provided consistent with the notice provisions of the Agreement. If the termination is based upon a default, the defaulting party shall have ten (10) days, or such longer period established by the terminating party, after receipt of notice to cure the default to the reasonable satisfaction of the non-defaulting party. If the default is not cured in the designated period, the Agreement shall be deemed terminated.

D. Post-Termination Obligations. Upon any termination of the Agreement, CHDO shall: (1) promptly discontinue provision of the Services (unless a termination notice from the City directs otherwise); and (2) deliver or otherwise make available to the City all documents, accounting records, electronically stored information and other information accumulated by CHDO in the provision of the Services.

E. The City's Post-Termination Provision of the Services. Upon termination of the Agreement, the City may complete the Services required under the Agreement in any manner deemed appropriate by the City.

SECTION VII. INDEMNIFICATION

A. General Indemnification. CHDO shall indemnify, hold harmless and defend the City, its employees, agents and representatives, from and against any and all claims or damages directly or indirectly arising out of or resulting from or related to CHDO's provision of the Services.

B. Intellectual Property Indemnification. If any aspect of the Services provided by CHDO pursuant to the Agreement becomes, or is likely to become, the subject of any claim, suit or proceeding arising from or alleging facts that if true would constitute infringement, misappropriation or other violation of any patent, copyright, trademark or other intellectual property rights of a third party, CHDO shall at its own expense secure for the City the right to continue use of the materials or services at issue, or replace or modify the materials or services at issue to make them non-infringing. CHDO shall also fully indemnify, hold harmless and defend the City and its employees, agents and representatives, from and against any and all claims or damages directly or indirectly arising out of or resulting from or related to any alleged infringement, misappropriation or other violation of any patent, copyright, trademark or other intellectual property rights of a third party.

SECTION VIII. INSURANCE

A. Types and Amounts of Insurance. CHDO shall, at its own cost and expense, procure and maintain, and cause all subcontractors and suppliers to procure and maintain, in full force and effect at all times from the Commencement Date of the Agreement until three (3) years after completion of CHDO's provision of the Services, the following insurance coverages:

1. Worker's compensation insurance in statutory limits required by applicable law, and employer's liability insurance in an amount not less than \$500,000.00 each accident, \$500,000.00 disease each employee and \$500,000.00 disease policy limit;

2. Commercial general liability insurance with a combined single limit for personal injury (including bodily injury and death) and property damage (including loss of use) of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 products and completed operations aggregate and \$2,000,000.00 general aggregate. Such coverage shall include the indemnification obligations of CHDO under this Agreement;

3. Commercial vehicle liability insurance for any vehicle (including owned, hired, rented and non-owned vehicles) with a combined single limit for each accident of not less than \$1,000,000.00;

4. Umbrella or excess liability insurance on a "following form" basis, which shall provide coverage in excess of the coverage required to be provided by CHDO for employer's liability insurance, commercial general liability insurance and commercial vehicle liability insurance coverage, with limits of not less than \$5,000,000.00 combined single limit each occurrence and \$5,000,000.00 aggregate limits; and

5. Professional liability or errors or omissions insurance covering all liability arising out of or based upon any negligent design, engineering, planning, consulting or other provision of the Services, with a limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 annual aggregate.

B. The City as Additional Insured. The City, its employees, agents and representatives shall be listed as an additional insured on all insurance coverages procured by CHDO pursuant to the Agreement.

C. Certificates of Insurance. CHDO prior to CHDO's provision of the Services will provide properly completed certificates of insurance showing the existence and effective dates of all coverages required under the Agreement.

SECTION IX. DISPUTE RESOLUTION

A. Negotiation. In the event that any claim, dispute or controversy arising out of or relating to the Agreement (including a default, termination or any invalidity thereof, and whether arising out of tort or contract) cannot be resolved informally within ten (10) calendar days after the dispute arises, either party may give written notice to the other party requesting that representatives of the parties' senior management meet in an attempt to resolve the dispute. Each such representative shall have full authority to resolve the dispute and shall meet at a mutually agreeable time and place within fifteen (15) calendar days (or such longer time, if agreed by the parties), after receipt by the non-notifying party of such notice. The meeting between management representatives can take place by telephone.

B. Litigation. Any dispute not resolved through negotiation shall be decided by litigation. Litigation of any dispute shall be brought exclusively in a Federal or State court in Guilford County, North Carolina. Each party hereby consents to personal jurisdiction in any legal action brought in any State or Federal court in Guilford County, North Carolina. Each party further consents to the service of process in any such action or proceeding by the mailing of copies thereof by registered or certified U.S. mail, postage prepaid to the party at its notice address specified in the Agreement, or by such other method complying with the rules and procedures of such courts.

C. Continuation of Performance of the Services During Dispute. Notwithstanding any dispute and provided that performance is requested by the City, it shall be the responsibility of CHDO to continue to provide the Services in conformity with the Agreement during the pendency of the dispute. The City shall, subject to its right to withhold amounts to cover damages allegedly caused by CHDO's default, continue to pay CHDO undisputed amounts in accordance with the Agreement. This paragraph shall not apply in the event of a termination of the Agreement by either party.

SECTION X. 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 CHDO at the following addresses:

Notice to the City:

Address for hand-delivery or mailing:

The City of High Point
Att'n: Community Development and Housing Department

P.O. Box 230
High Point, NC 27260

Notice to CHDO:

Address for hand-delivery or mailing:

Habitat for Humanity of High Point, Archdale and Trinity
Att'n: Executive Director
133 Montlieu Avenue
High Point, NC 27262

A notice shall be deemed received by the party to whom it is sent: (a) in the case of hand-delivery or delivery by overnight courier messenger or registered or certified U.S. mail, postage prepaid, return receipt requested, on the date of delivery of the notice to the party; and (b) in the case of facsimile transmission, on the date of the transmission by the sending party.

The addresses listed above with regard to the receipt of notice may be changed at any time by a party through the provision of notice of the change in accordance with this Section. Any change shall become effective on the date the notice of the change is deemed received by the party to whom it is sent.

SECTION XI. STATUTORY AND ADMINISTRATIVE REQUIREMENTS

CHDO will perform within the same Federal regulations, and administrative laws required of the City, which include but are not limited to the following and other regulations described in HUD regulations 24 CFR Part 570 Subpart K:

- Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations issued at 24 CFR Part 1;
- Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;
- Section 3 of the Housing and Urban Development Act of 1968, as amended;
- Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
- The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
- The labor standard requirements as set forth in 24 CFR Part 570, Subpart K on HUD regulations issued to implement such requirement;

- The regulations, policies, guidelines and requirements of OMB Circular Nos. A-122 and A-110 as they relate to the acceptance and use of Federal funds under this federally-assisted program;
- OMB Circular A-87, and 24 CFR Part 85 requirements as they relate to new administrative requirements; and
- The prohibition against employing, awarding contracts, to or engaging the services of any contractor or subcontractor debarred, suspended, or ineligible for participation in federally assisted projects funds under 24 CFR Part 24.

SECTION XII. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as the City, HUD and/or the Comptroller General of the United States may deem necessary, there shall be made available to the City, HUD and/or representatives of the Comptroller General for examination all of its records with respect to all matters covered by this contract and the City, HUD and/or representatives of the Comptroller General shall be permitted to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data, relating to all matters covered by this contract.

Unfavorable, uncooperative, or delayed reaction will be adequate reason for the City to withhold or delay, any or all advances or reimbursements, until any questions or differences are resolved to meet Federal, State and local laws, regulations, administrative requirements (or needs) at the option of the City. Delays or advances or reimbursements do not reduce the time requirements of the Contractor's required reports.

SECTION XIII. CONFLICT OF INTEREST

CHDO and the City covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any degree with the performance of services under this contract. It is further covenanted that in the performance of this contract, no persons having any such interest shall be employed or involved in a decision making position or allowed to participate in the process so as to gain inside information with regard to such activities. Further, no one involved may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. CHDO shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

SECTION XIV. CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification (Standard Form-LLL) be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required Standard Form-LLL shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SECTION XV. CONDITIONS FOR RELIGIOUS AFFILIATIONS

In addition to, and not in substitution for, other provisions of this contract regarding the provision of public services with federal funds, CHDO agrees that in connection with this contract:

A. it will not discriminate against any employee, applicant, or participant on the basis of religion and will not limit employment or give preference in employment or participation to persons on the basis of religion;

B. it will not discriminate against persons applying for such services or participating on the basis of religion and will not limit such services or give preference to persons on the basis of religion;

C. it will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services in connection with this project; and

D. it will not facilitate any religious activities or actions in connection with this contract.

SECTION XVI. MISCELLANEOUS

A. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina (without giving effect to the principles thereof relating to conflicts of law).

B. Successors and Assigns. The Agreement shall be binding upon the parties, their successors and permitted assigns. Neither the City nor CHDO shall assign, sublet or transfer any interest in the Agreement without the prior written consent of the other party, which may be withheld for any reason.

C. Minor Changes in the Services. The City and CHDO agree that the City is entitled to request minor changes in the Services to be provided by CHDO under the Agreement, and that CHDO will provide such revised services requested by the City. Compensation relating to any such revision shall be based upon agreement between the City and CHDO, or through the claim resolution process set forth herein. CHDO may not withhold performance of a minor requested change to the Services on the ground that an agreement regarding compensation relating to the change has not been reached.

Any changes or modifications of the Services, as well as any other revisions to the Agreement, shall be reduced to writing, dated, executed and made part of the Agreement.

D. Disclosure. CHDO agrees that it shall make no statements, press releases or publicity releases concerning the Agreement or the provision of the Services, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished with regard to the Agreement or the provision of the Services, without first notifying the City and securing its consent in writing. The City may withhold its consent for such disclosure for any reason. CHDO also agrees that it shall not publish, copyright or patent any of the data furnished to it in relation to the Agreement.

E. Conflict. In case of a conflict between the provisions of the Agreement and the provisions of any attachment or other document referenced by or incorporated into the Agreement, the provisions of the Agreement shall prevail. Any terms and conditions or similar provisions submitted by CHDO shall not be part of the Agreement unless agreed upon in writing by the City. If such terms and conditions or other provisions are submitted by CHDO and agreed upon by the City, the provisions of the Agreement shall prevail in the event of a conflict between the provisions of the Agreement and the terms and conditions or other provisions submitted by CHDO.

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

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

H. No Waiver. Any failure by either party to enforce any of the provisions of the Agreement or to require compliance with any of its terms at any time during the term of the Agreement shall in no way affect the validity of the Agreement, or any part hereof, and shall not be deemed a waiver of the right of such party thereafter to enforce any such provision.

I. Counterparts. The Agreement may be signed in any number of counterparts, and each counterpart shall represent a fully executed original as if signed by each of the parties. Facsimile signatures shall be deemed as effective as original signatures.

J. Continuing Obligation. The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the Agreement.

K. Reference. Use of the masculine includes feminine and neuter, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of the Agreement.

L. Underlying Grant Conditions and Regulations. This agreement shall be subject to any and all terms and conditions of any and all applicable underlying grants or agreements by which the City receives funding from the United States of America, State of North Carolina, or any agencies or subdivisions thereof to finance in part or in whole this agreement. This agreement shall be subject to all amendments, changes or other modifications to said grants, agreements or the laws and regulations under which they are promulgated that may occur during the term of this Agreement or any subsequent extensions of it. The purpose of this provision is to make it clear to all parties that the City remains fully obligated to the original source of such funds notwithstanding the designation of CHDO as the third party beneficiary for the undertaking of all or part of a program for which assistance is being originally provided to the City and in turn is being appropriated to CHDO under this agreement. CHDO is required and hereby acknowledges responsibility for complying with all lawful requirements which may be imposed upon the City and which are deemed necessary by the funding agency and/or the City to insure that the program with respect to which assistance is being provided under this agreement is carried out in accordance with the City's assurances and certifications to the original source of such funds. Such assurances include, but are not limited to representation; the use of such funds will fully comply with all applicable environmental laws, rules and regulations and that the funds will be used in a nondiscriminatory manner. Wherever possible, such grant agreements and the laws and regulations under which they are administered are specifically incorporated by reference and made a part of this Agreement but such listing is not intended to be exclusive.

It is expressly understood and agreed between the parties that all or part of the funds intended to be used in the performance of this agreement are derived at least in part from federal grant sources. To the extent of such funds, the City is dependent upon these outside agencies for the funds. Upon the City's failure or refusal to continue or complete such agreement, the City will not be held liable for damages approximately resulting from such delay, reduction or elimination of funds to be subjected to other equitable relief to require continuation of the project called for hereunder or completion of it to the degree of funding originally contemplated when this agreement was first signed.

M. Grantor Recognition. The CHDO shall ensure recognition of the role of the City as the grantor agency in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as to funding source. In addition, the CHDO will include a reference to the support provided herein in all publications made possible with funds made available under this agreement.

N. Liens and Indemnification. CHDO agrees that it will post a bond with the Clerk of Superior Court to discharge any lien filed pursuant to Chapter 44A of the North Carolina General Statutes or otherwise against any property it constructs or owns in the performance of this Agreement, and agrees to post the required bond within five (5) days of oral or written notice of the existence of such lien being given to CHDO by the City. Further, CHDO agrees that in the performance of this Agreement no property will be sold by CHDO to a third party while a lien filed pursuant to Chapter 44A of the North Carolina General Statutes or otherwise encumbers the property. CHDO agrees to indemnify and hold harmless the City from any claims, actions, liability, judgments or any other loss or expense whatsoever, including the payment of reasonable attorney's fees, arising out of CHDO's performance of this Agreement, including but not limited to CHDO's failure to comply with the requirements of this Section.

O. E-Verify. On September 4, 2013, the North Carolina legislature passed a new law that focuses on E-Verify requirements on contractors who enter into contracts with state agencies and local governments. Under North Carolina law, the E-Verify requirement applies to private employers doing business in this state that has 25 or more employees working in this state. If contractors are individuals who are self-employed (i.e., one employee), or with a business with less than 25 employees, that individual/business is not subject to the E-Verify requirements.

The new state E-Verify requirements will require the City of High Point to change procedures that relate to the bid process and contract documents. To ensure that we are meeting these requirements, all bid documents for informal and formal bids will be changed. We have prepared the attached affidavit which will be included in the bid documents. Since it is the City's responsibility to comply with E-Verify, the successful bidder will be required to submit the completed E-Verify affidavit after bid award.

The link below clarifies the new state E-Verify requirements. We hope it will be helpful as we transition to meet the requirements.

<http://canons.sog.unc.edu/?p=7284>

STATE OF NORTH CAROLINA

E-VERIFY AFFIDAVIT

CITY OF HIGH POINT

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer. This ____ day of _____, 2014.

Signature of Affiant
Print or Type Name: _____

State of _____ County of _____

Signed and sworn to (or affirmed) before me, this the ____
day of _____, 2014.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

Signature Page for Incorporated Firms

IN WITNESS WHEREOF, the City and CHDO have caused the Agreement to be executed in 6 original copies on the day and year first above written by their duly authorized representatives.

Service Provider

By: _____
President

Name above (Typed or Printed)

Title: _____

Street Address

City/State

ATTEST

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary this the _____ day of _____, 20__.

Corporate Name

(SEAL)

By: _____
President (Signature)

Attest: _____
Secretary (Signature)

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledge that he/she is the Secretary of _____, a corporation organized in the state of _____ and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him/her as its Secretary.

Witness my hand and official seal or seal, this the _____ day of _____, 20____.

_____(Notary Public)

(SEAL/STAMP)

My Commission Expires: _____

CITY OF HIGH POINT, NORTH CAROLINA
The City

P O Box 230, High Point, NC 27261
Address

Lisa Vierling, City Clerk

By: _____
Randy McCaslin, Interim City Manager

**APPROVAL BY DIRECTOR, COMMUNITY DEVELOPMENT &
HOUSING DEPARTMENT**

_____ Date: _____
Michael E. McNair, Director

APPROVAL BY CITY ATTORNEY

Approved as to form and legality:

_____ Date: _____
JoAnne L. Carlyle, City Attorney

APPROVAL BY FINANCE OFFICER

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

_____ Date: _____
Jeffrey A. Moore, Director of Financial Services

ATTACHMENT “A”

SCOPE OF SERVICES

A. NATIONAL OBJECTIVES

The CHDO certifies that the activities carried out with funds provided under this Agreement will meet one of the HOME Investment Partnership Program’s national objectives codified at 24 CFR Part 92.1:

- To expand the supply of decent, safe, sanitary and affordable housing; and
- To strengthen public private partnerships.

B. ELIGIBILITY OF ACTIVITY

The activities described in this agreement are eligible for funding subject to the HOME Program guidelines codified at 24 CFR Part 92.205.

C. TARGET POPULATION

This program is intended to assist low to moderate-income first-time homebuyers interested in buying a home in the Core City of the City of High Point (see map attached).

D. PRIMARY OBJECTIVE

The Primary Objective of this Agreement is to assist the CHDO in construction and conducting Activities to provide homeownership opportunities for low to moderate-income first-time homebuyers. The CHDO **shall construct ten (10) affordable houses** not to exceed the Federal Housing Administration (FHA) mortgage limit for the respective year on lots in core city approved by the City. The CHDO agrees to sell developed properties to low to moderate-income homebuyers as defined by HUD. The CHDO agrees to provide the City with purchase contracts, Good Faith Estimates, and adequate income documentation to enable the City to determine that buyers meet City and HUD qualification guidelines. The CHDO also agrees to provide the City with copies of final appraisals of properties prior to the closing. The CHDO understands that it may not sell properties for more than the appraised values. The CHDO further understands that buyers must be obligated for any difference between the appraised value and a lesser selling price.

The CHDO shall find interested low/moderate income buyers who are interested in owning their own homes and assist them in qualifying for financing with which to purchase the property with a fully constructed home. The CHDO will also conduct homebuyer education workshops for low to moderate-income buyers.

Prior to the commitment or commencement of any activity, the CHDO agrees to appraise the City of its intentions and plans to encumber the HOME CHDO funds to be provided under this Agreement.

E. BUDGET AND USE OF FUNDS: \$265,000

The CHDO HOME allocation in the amount of \$265,000 can only be used to reimburse the CHDO for the construction of ten (10) houses, nine in the Graves Avenue area and one in the West End area. City will allocate \$25,000.00 per house for eligible CHDO expenses. The addresses for new construction under this contract include the following: 204 N. Hoskins, 213 N. Hoskins, 1514 Davis, 1516 Davis (subdivided into two lots), 1708 Brooks, 1712 Brooks, 1714 Brooks, 1716 Brooks and 1512 Hobart.

1. CHDO shall use \$15,000 for operating support to pay the salaries of staff. CHDO will submit periodic activity reports as requested by CITY to include the work completed by staff with submitted funding requests. CHDO shall submit payroll reports and proof of payment of salary expense when requesting reimbursement.
2. CHDO shall use the remaining funds totaling \$250,000 to pay such reasonable and normal housing development costs and first-time homebuyer assistance as follows:

Hard Costs:

- Land acquisition directly related to producing units
- Building materials and labor
- Site preparation and improvements
- Demolition of structures
- Water and sewer taps

Soft Costs:

- Construction loan fees and interest
- Professional fees and services
- Gap financing
- Costs to process and settle the financing for a project
- Staff and overhead costs directly related to carrying out the project

The CHDO may be reimbursed up to \$4,000 per unit for related soft costs which are reasonable and necessary costs incurred by the CHDO and associated with the financing, or development (or both) of new construction or acquisition of housing assisted with HOME funds.

These funds will be restricted to the aforementioned costs incurred in the development of affordable housing in the core city of the City of High Point.

F. PRODUCTION SCHEDULE

The production schedule for this Agreement is as follows:

Address	Start Date
1514 Davis	September 1, 2014
1512 Hobart	September 1, 2014
1516A Davis	November 1, 2014
213 N. Hoskins	November 25, 2014
1716 Brooks	February 15, 2015
1714 Brooks	May 1, 2015
1712 Brooks	August 1, 2015
1708 Brooks	October 15, 2015
1516B Davis	November 15, 2015
204 N. Hoskins	February 15, 2016

G. RESALE/RECAPTURE

CHDO will utilize resale procedures to ensure continued occupancy of HOME assisted properties pursuant 24 CFR 92.254(a)(5)(i).

ATTACHMENT "B"

QUALIFICATION AS AFFORDABLE HOUSING: HOMEOWNERSHIP

§92.254 Qualification as affordable housing: Homeownership.

(a) *Acquisition with or without rehabilitation.* Housing that is for acquisition by a family must meet the affordability requirements of this paragraph (a).

(1) The housing must be single family housing.

(2) The housing must be modest housing as follows:

(i) In the case of acquisition of newly constructed housing or standard housing, the housing has a purchase price for the type of single family housing that does not exceed 95 percent of the median purchase price for the area, as described in paragraph (a)(2)(iii) of this section.

(ii) In the case of acquisition with rehabilitation, the housing has an estimated value after rehabilitation that does not exceed 95 percent of the median purchase price for the area, described in paragraph (a)(2)(iii) of this section.

(iii) If a participating jurisdiction intends to use HOME funds for homebuyer assistance or for the rehabilitation of owner-occupied single-family properties, the participating jurisdiction must use the HOME affordable homeownership limits provided by HUD for newly constructed housing and for existing housing. HUD will provide limits for affordable newly constructed housing based on 95 percent of the median purchase price for the area using Federal Housing Administration (FHA) single family mortgage program data for newly constructed housing, with a minimum limit based on 95 percent of the U.S. median purchase price for new construction for nonmetropolitan areas. HUD will provide limits for affordable existing housing based on 95 percent of the median purchase price for the area using Federal FHA single family mortgage program data for existing housing data and other appropriate data that are available nation-wide for sales of existing housing, with a minimum limit based on 95 percent of the state-wide nonmetropolitan area median purchase price using this data. In lieu of the limits provided by HUD, the participating jurisdiction may determine 95 percent of the median area purchase price for single family housing in the jurisdiction annually, as follows. The participating jurisdiction must set forth the price for different types of single family housing for the jurisdiction. The participating jurisdiction may determine separate limits for existing housing and newly constructed housing. For housing located outside of metropolitan areas, a State may aggregate sales data from more than one county, if the counties are contiguous and similarly situated. The following information must be included in the annual action plan of the Consolidated Plan submitted to HUD for review and updated in each action plan.

(A) The 95 percent of median area purchase price must be established in accordance with a market analysis that ensured that a sufficient number of recent housing sales are included in the survey.

(B) Sales must cover the requisite number of months based on volume: For 500 or more sales per month, a one- month reporting period; for 250 through 499 sales per month, a 2-month reporting period; for less than 250 sales per month, at least a 3-month reporting period. The data must be listed in ascending order of sales price.

(C) The address of the listed properties must include the location within the participating jurisdiction. Lot, square, and subdivision data may be substituted for the street address.

(D) The housing sales data must reflect all, or nearly all, of the one- family house sales in the entire participating jurisdiction.

(E) To determine the median, take the middle sale on the list if an odd number of sales, and if an even number, take the higher of the middle numbers and consider it the median. After identifying the median sales price, the amount should be multiplied by 0.95 to determine the 95 percent of the median area purchase price.

(3) The housing must be acquired by a homebuyer whose family qualifies as a low-income family, and the housing must be the principal residence of the family throughout the period described in paragraph (a)(4) of this section. If there is no ratified sales contract with an eligible homebuyer for the housing within 9 months of the date of completion of construction or rehabilitation, the housing must be rented to an eligible tenant in accordance with §92.252. In determining the income eligibility of the family, the participating jurisdiction must include the income of all persons living in the housing. The homebuyer must receive housing counseling.

(4) *Periods of affordability.* The HOME-assisted housing must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after project completion. The per unit amount of HOME funds and the affordability period that they trigger are described more fully in paragraphs (a)(5)(i) (resale) and (ii) (recapture) of this section.

Homeownership assistance HOME amount per-unit	Minimum period of affordability in years
Under \$15,000	5
\$15,000 to \$40,000	10
Over \$40,000	15

(5) *Resale and recapture.* The participating jurisdiction must establish the resale or recapture requirements that comply with the standards of this section and set forth the

requirements in its consolidated plan. HUD must determine that they are appropriate and must specifically approve them in writing.

(i) *Resale*. Resale requirements must ensure, if the housing does not continue to be the principal residence of the family for the duration of the period of affordability that the housing is made available for subsequent purchase only to a buyer whose family qualifies as a low-income family and will use the property as the family's principal residence. The resale requirement must also ensure that the price at resale provides the original HOME-assisted owner a fair return on investment (including the homeowner's investment and any capital improvement) and ensure that the housing will remain affordable to a reasonable range of low-income homebuyers. The participating jurisdiction must specifically define "fair return on investment" and "affordability to a reasonable range of low-income homebuyers," and specifically address how it will make the housing affordable to a low-income homebuyer in the event that the resale price necessary to provide fair return is not affordable to the subsequent buyer. The period of affordability is based on the total amount of HOME funds invested in the housing.

(A) Except as provided in paragraph (a)(5)(i)(B) of this section, deed restrictions, covenants running with the land, or other similar mechanisms must be used as the mechanism to impose the resale requirements. The affordability restrictions may terminate upon occurrence of any of the following termination events: foreclosure, transfer in lieu of foreclosure or assignment of an FHA insured mortgage to HUD. The participating jurisdiction may use purchase options, rights of first refusal or other preemptive rights to purchase the housing before foreclosure to preserve affordability. The affordability restrictions shall be revived according to the original terms if, during the original affordability period, the owner of record before the termination event, obtains an ownership interest in the housing.

(B) Certain housing may be presumed to meet the resale restrictions (i.e., the housing will be available and affordable to a reasonable range of low-income homebuyers; a low-income homebuyer will occupy the housing as the family's principal residence; and the original owner will be afforded a fair return on investment) during the period of affordability without the imposition of enforcement mechanisms by the participating jurisdiction. The presumption must be based upon a market analysis of the neighborhood in which the housing is located. The market analysis must include an evaluation of the location and characteristics of the housing and residents in the neighborhood (e.g., sale prices, age and amenities of the housing stock, incomes of residents, percentage of owner-occupants) in relation to housing and incomes in the housing market area. An analysis of the current and projected incomes of neighborhood residents for an average period of affordability for homebuyers in the neighborhood must support the conclusion that a reasonable range of low-income families will continue to qualify for mortgage financing. For example, an analysis shows that the housing is modestly priced within the housing market area and that families with incomes of 65% to 80% of area median can afford monthly payments under average FHA terms without other government assistance and housing will remain affordable at least during the next five to seven years compared to other

housing in the market area; the size and amenities of the housing are modest and substantial rehabilitation will not significantly increase the market value; the neighborhood has housing that is not currently owned by the occupants, but the participating jurisdiction is encouraging homeownership in the neighborhood by providing homeownership assistance and by making improvements to the streets, sidewalks, and other public facilities and services. If a participating jurisdiction in preparing a neighborhood revitalization strategy under §91.215(e)(2) of its consolidated plan or Empowerment Zone or Enterprise Community application under 24 CFR part 597 has incorporated the type of market data described above, that submission may serve as the required analysis under this section. If the participating jurisdiction continues to provide homeownership assistance for housing in the neighborhood, it must periodically update the market analysis to verify the original presumption of continued affordability.

(ii) *Recapture*. Recapture provisions must ensure that the participating jurisdiction recoups all or a portion of the HOME assistance to the homebuyers, if the housing does not continue to be the principal residence of the family for the duration of the period of affordability. The participating jurisdiction may structure its recapture provisions based on its program design and market conditions. The period of affordability is based upon the total amount of HOME funds subject to recapture described in paragraph (a)(5)(ii)(A)(5) of this section. Recapture provisions may permit the subsequent homebuyer to assume the HOME assistance (subject to the HOME requirements for the remainder of the period of affordability) if the subsequent homebuyer is low-income, and no additional HOME assistance is provided.

(A) The following options for recapture requirements are acceptable to HUD. The participating jurisdiction may adopt, modify or develop its own recapture requirements for HUD approval. In establishing its recapture requirements, the participating jurisdiction is subject to the limitation that when the recapture requirement is triggered by a sale (voluntary or involuntary) of the housing unit, the amount recaptured cannot exceed the net proceeds, if any. The net proceeds are the sales price minus superior loan repayment (other than HOME funds) and any closing costs.

(1) *Recapture entire amount*. The participating jurisdiction may recapture the entire amount of the HOME investment from the homeowner.

(2) *Reduction during affordability period*. The participating jurisdiction may reduce the HOME investment amount to be recaptured on a prorata basis for the time the homeowner has owned and occupied the housing measured against the required affordability period.

(3) *Shared net proceeds*. If the net proceeds are not sufficient to recapture the full HOME investment (or a reduced amount as provided for in paragraph (a)(5)(ii)(A)(2) of this section) plus enable the homeowner to recover the amount of the homeowner's downpayment and any capital improvement investment made

by the owner since purchase, the participating jurisdiction may share the net proceeds. The net proceeds are the sales price minus loan repayment (other than HOME funds) and closing costs. The net proceeds may be divided proportionally as set forth in the following mathematical formulas:

$$\frac{\text{HOME investment}}{\text{HOME investment} + \text{homeowner investment}} \times \text{Net proceeds} = \text{HOME amount to be recaptured}$$

$$\frac{\text{homeowner investment}}{\text{HOME investment} + \text{homeowner investment}} \times \text{Net proceeds} = \text{amount to homeowner}$$

(4) *Owner investment returned first.* The participating jurisdiction may permit the homebuyer to recover the homebuyer's entire investment (downpayment and capital improvements made by the owner since purchase) before recapturing the HOME investment.

(5) *Amount subject to recapture.* The HOME investment that is subject to recapture is based on the amount of HOME assistance that enabled the homebuyer to buy the dwelling unit. This includes any HOME assistance that reduced the purchase price from fair market value to an affordable price, but excludes the amount between the cost of producing the unit and the market value of the property (i.e., the development subsidy). The recaptured funds must be used to carry out HOME-eligible activities in accordance with the requirements of this part. If the HOME assistance is only used for the development subsidy and therefore not subject to recapture, the resale option must be used.

(6) *Special considerations for single-family properties with more than one unit.* If the HOME funds are only used to assist a low-income homebuyer to acquire one unit in single-family housing containing more than one unit and the assisted unit will be the principal residence of the homebuyer, the affordability requirements of this section apply only to the assisted unit. If HOME funds are also used to assist the low-income homebuyer to acquire one or more of the rental units in the single-family housing, the affordability requirements of §92.252 apply to assisted rental units, except that the participating jurisdiction may impose resale or recapture restrictions on all assisted units (owner-occupied and rental units) in the single family housing. If resale restrictions are used, the affordability requirements on all assisted units continue for the period of affordability. If recapture restrictions are used, the affordability requirements on the assisted rental units may be terminated, at the discretion of the participating jurisdiction, upon recapture of the HOME investment. (If HOME funds are used to assist only the rental units in such a property then the requirements of §92.252 would apply and the owner-occupied unit would not be subject to the income targeting or affordability provisions of §92.254.)

(7) *Lease-purchase.* HOME funds may be used to assist homebuyers through lease-purchase programs for existing housing and for housing to be constructed. The housing must be purchased by a homebuyer within 36 months of signing the lease-purchase agreement. The homebuyer must qualify as a low-income family at the time the lease-purchase agreement is signed. If HOME funds are used to acquire housing that will be resold to a homebuyer through a lease-purchase program, the HOME affordability requirements for rental housing in §92.252 shall apply if the housing is not transferred to a homebuyer within forty-two months after project completion.

(8) *Contract to purchase.* If HOME funds are used to assist a homebuyer who has entered into a contract to purchase housing to be constructed, the homebuyer must qualify as a low-income family at the time the contract is signed.

(9) *Preserving affordability of housing that was previously assisted with HOME funds.*

(i) To preserve the affordability of HOME-assisted housing a participating jurisdiction may use additional HOME funds for the following costs:

(A) The cost to acquire the housing through a purchase option, right of first refusal, or other preemptive right before foreclosure, or at the foreclosure sale. (The foreclosure costs to acquire housing with a HOME loan in default are eligible. However, HOME funds may not be used to repay a loan made with HOME funds.)

(B) The cost to undertake any necessary rehabilitation for the housing acquired.

(C) The cost of owning/holding the housing pending resale to another homebuyer.

(D) The cost to assist another homebuyer in purchasing the housing.

(ii) When a participating jurisdiction uses HOME funds to preserve the affordability of such housing, the additional investment must be treated as an amendment to the original project. The housing must be sold to a new eligible homebuyer in accordance with the requirements of §92.254(a) within a reasonable period of time.

(iii) The total amount of the original and additional HOME assistance may not exceed the maximum per unit subsidy amount established under §92.250. Alternatively to charging the cost to the HOME program under §92.206, the participating jurisdiction may charge the cost to the HOME program under §92.207 as a reasonable administrative cost of its HOME program, so that the additional HOME funds for the housing are not subject to the maximum per-

unit subsidy amount. To the extent administrative funds are used, they may be reimbursed, in whole or in part, when the housing is sold to a new eligible homebuyer.

(b) *Rehabilitation not involving acquisition.* Housing that is currently owned by a family qualifies as affordable housing only if:

(1) The estimated value of the property, after rehabilitation, does not exceed 95 percent of the median purchase price for the area, described in paragraph (a)(2)(iii) of this section; and

(2) The housing is the principal residence of an owner whose family qualifies as a low-income family at the time HOME funds are committed to the housing. In determining the income eligibility of the family, the participating jurisdiction must include the income of all persons living in the housing.

(c) *Ownership interest.* The ownership in the housing assisted under this section must meet the definition of “homeownership” in §92.2, except that housing that is rehabilitated pursuant to paragraph (b) of this section may also include inherited property with multiple owners, life estates, living trusts and beneficiary deeds under the following conditions. The participating jurisdiction has the right to establish the terms of assistance.

(1) *Inherited property. Inherited property with multiple owners:* Housing for which title has been passed to several individuals by inheritance, but not all heirs reside in the housing, sharing ownership with other nonresident heirs. (The occupant of the housing has a divided ownership interest.) The participating jurisdiction may assist the owner-occupant if the occupant is low-income, occupies the housing as his or her principal residence, and pays all the costs associated with ownership and maintenance of the housing (e.g., mortgage, taxes, insurance, utilities).

(2) *Life estate.* The person who has the life estate has the right to live in the housing for the remainder of his or her life and does not pay rent. The participating jurisdiction may assist the person holding the life estate if the person is low-income and occupies the housing as his or her principal residence.

(3) *Inter vivos trust, also known as a living trust.* A living trust is created during the lifetime of a person. A living trust is created when the owner of property conveys his or her property to a trust for his or her own benefit or for that of a third party (the beneficiaries). The trust holds legal title and the beneficiary holds equitable title. The person may name him or herself as the beneficiary. The trustee is under a fiduciary responsibility to hold and manage the trust assets for the beneficiary. The participating jurisdiction may assist if all beneficiaries of the trust qualify as a low-income family and occupy the property as their principal residence (except that contingent beneficiaries, who receive no benefit from the trust nor have any control over the trust assets until the beneficiary is deceased, need not be low-income). The trust must be valid and enforceable and ensure that each beneficiary has the legal right to occupy the property for the remainder of his or her life.

(4) *Beneficiary deed.* A beneficiary deed conveys an interest in real property, including any debt secured by a lien on real property, to a grantee beneficiary designated by the owner and that expressly states that the deed is effective on the death of the owner. Upon the death of the owner, the grantee beneficiary receives ownership in the property, subject to all conveyances, assignments, contracts, mortgages, deeds of trust, liens, security pledges, and other encumbrances made by the owner or to which the owner was subject during the owner's lifetime. The participating jurisdiction may assist if the owner qualifies as low-income and the owner occupies the property as his or her principal residence.

(d) *New construction without acquisition.* Newly constructed housing that is built on property currently owned by a family which will occupy the housing upon completion, qualifies as affordable housing if it meets the requirements under paragraph (a) of this section.

(e) *Providing homeownership assistance through lenders.* Subject to the requirements of this paragraph (e), the participating jurisdiction may provide homeownership assistance through for-profit or nonprofit lending institutions that provide the first mortgage loan to a low-income family.

(1) The homeownership assistance may be provided only as specified in a written agreement between the participating jurisdiction and the lender. The written agreement must specify the forms and amounts of homeownership assistance that the participating jurisdiction authorizes the lender to provide to families and any conditions that apply to the provision of such homeownership assistance.

(2) Before the lender provides any homeownership assistance to a family, the participating jurisdiction must verify that the family is low-income and must inspect the housing for compliance with the property standards in §92.251.

(3) No fees (e.g., origination fees or points) may be charged to a family for the HOME homeownership assistance provided pursuant to this paragraph (e), and the participating jurisdiction must determine that the fees and other amounts charged to the family by the lender for the first mortgage financing are reasonable. Reasonable administrative costs may be charged to the HOME program as a project cost. If the participating jurisdiction requires lenders to pay a fee to participate in the HOME program, the fee is program income to the HOME program.

(4) If the nonprofit lender is a subrecipient or contractor that is receiving HOME assistance to determine that the family is eligible for homeownership assistance, but the participating jurisdiction or another entity is making the assistance to the homebuyer (e.g., signing the documents for the loan or the grant), the requirements of paragraphs (e)(2) and (3) of this section are applicable.

(f) *Homebuyer program policies.* The participating jurisdiction must have and follow written policies for:

(1) Underwriting standards for homeownership assistance that evaluate housing debt and overall debt of the family, the appropriateness of the amount of assistance, monthly expenses of the family, assets available to acquire the housing, and financial resources to sustain homeownership;

(2) Responsible lending, and

(3) Refinancing loans to which HOME loans are subordinated to ensure that the terms of the new loan are reasonable.

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT, made and entered into this 21st day of July, 2014, by and between the **CITY OF HIGH POINT, NORTH CAROLINA** ("City" or "Employer"), and **JOANNE L. CARLYLE**, of High Point, North Carolina ("Employee").

WITNESSETH:

WHEREAS, Employee is currently employed with the City of High Point in the position of City Attorney and was hired as an employee of the City Manager; and

WHEREAS, in accordance with Section 160A-173 of the General Statutes of North Carolina, the City desires to appoint Employee as City Attorney for the City of High Point, North Carolina; and

WHEREAS, on February 17, 2014, the City unanimously adopted a Resolution of Intent to Amend the Charter of the City of High Point for the appointment of the City Attorney, and a local bill was filed for consideration in the North Carolina General Assembly Session convening May 14, 2014 and became effective June 26, 2014; and

WHEREAS, Employee desires to accept appointment and employment as the City Attorney for the City of High Point, North Carolina with some assurance as to further security and working conditions; and

WHEREAS, the parties acknowledge that Employee is a member of the North Carolina State Bar and Employee is subject to the North Carolina Bar Rules of Professional Conduct; and

WHEREAS, the City and Employee desire to establish certain conditions of employment, including without limitation, the provision of certain benefits and conditions of the Employee's appointment and employment; and

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants, promises and obligations contained herein, the parties have agreed as follows:

Section 1. Appointment/Salary. The City, through its City Council, hereby appoints and employs Employee as the City Attorney and Employee hereby accepts employment as the City Attorney for the City of High Point, North Carolina, effective immediately, at an annual salary of \$*****.00 per year to be paid to Employee biweekly as part of the City's payroll. Employee's annual salary and all other benefits of the Employee may be increased in such amounts and to such an extent as the City Council may determine that it is desirable to do so, either on the basis of an annual performance review of said Employee, or at any other time deemed appropriate by the City Council. If the salary or benefits for all other City employees is increased, then Employee will be entitled to an increase in Employee's salary or benefits in at least the same percentage, and on the same effective date that is applicable to all other City employees.

Section 2. Duties. The Employee shall devote all of her professional time, attention and energies, faithfully and to the best of her abilities, to the business of the City as may be specified by the General Statutes of North Carolina, the Charter of the City of High Point, or other legally permissible and proper duties as the City Council may request and approve from time to time and as set out in the job description attached as Exhibit A hereto. The Mayor of High Point shall be Employee's direct report to the City Council. The Mayor and/or the Mayor's designee shall be responsible for conveying to Employee the directions of City Council. The Employee shall be subject to the City's Personnel Resolution and other applicable policies and procedures, as they may be amended from time to time. During her employment, so long as they do not interfere with the performance of Employee's duties as City Attorney, the Employee shall be permitted to teach, write and publish and nothing herein is intended to limit the Employee's ability to participate in various professional, fraternal or civic organizations. Employee shall otherwise not

engage in any other business or employment activity, without the prior written consent of the City Council.

Section 3. Term. The Employee shall serve at the pleasure of the City Council, and nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Council to terminate the services of the Employee at any time, with or without cause, but any termination by the City Council shall be subject to the provisions set forth in Section 4 of this Agreement.

Notwithstanding the foregoing, it is the express intent of both parties that the appointment is intended to be a continuing appointment and that the Employee shall be appointed to an indefinite number of terms thereafter provided the Employee continues to fully and faithfully discharge the Employee's duties as City Attorney.

Subject to the notice requirements set forth in Section 5 of this Agreement, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from her position with the City without further obligation to the City.

Section 4. Termination and Severance Pay. In the event the Employee is terminated or discharged by the City Council at such time as the Employee is willing and able to perform the duties under this Agreement or the Employee terminates employment for "Good Reason", then, and in that event, the Employer shall continue to afford and pay the Employee's then-existing monthly salary plus the Health Benefit Amount described below (together the "Severance Benefit") for twelve (12) months (the "Severance Period"). The Severance Benefit will be paid to Employee during the Severance Period in equal consecutive installments on the City's normal biweekly pay schedule, less all statutory and required withholdings, commencing on the payroll period immediately following Employee's Separation from Service.

The Health Benefit Amount shall be an additional payment equal to the monthly COBRA Premium Amount 'grossed up' to cover federal and state income taxes (the "Health Benefit Amount"), determined in accordance with the formula below:

$$\begin{array}{c} \text{Health} \\ \text{Benefit} \\ \text{Amount} \end{array} = \begin{array}{c} \text{Monthly COBRA} \\ \text{Premium Amount} \end{array} \times \left(\frac{1}{1 - \text{Tax Rate}} \right)$$

For purposes of the Health Benefit Amount:

(1) The "Monthly COBRA Premium Amount" is one-twelfth (1/12) of the annual COBRA premium in effect at the time of payment of the Health Benefit Amount for the medical, vision and dental plan coverage in which the Employee is enrolled on the termination date to the extent COBRA is applicable, and

(2) The "Tax Rate," expressed as a decimal, is equal to (a) the highest marginal rate for US federal individual income tax in effect for the calendar year in which the Health Benefit Amount payment is made (the "Federal Rate"), plus (b) the highest marginal rate for North Carolina individual state income tax in effect for the calendar year in which the Health Benefit Amount payment is made (the "State Rate"), minus (c) the Federal Rate multiplied by the State Rate.

In the event Employee is reemployed during the Severance Period at a lesser salary than her final salary with Employer, the Severance Benefit for the remainder of the Severance Period shall be the difference between Employee's final salary with Employer and her then current salary in her new position. If Employee is reemployed during the Severance Period at a greater salary than her final salary with Employer, the Severance Benefit shall cease. Notwithstanding the above, in the event the Employee is terminated because of (1) Employee's material breach of this Agreement, about which Employee has been provided written notice and a thirty day period

to cure, (2) a violation of the North Carolina Bar Rules of Professional Conduct, (3) the loss or surrender of Employee's law license, or (4) the Employee's commission of (i) any illegal act involving personal gain to the Employee, (ii) a felony, or (iii) a misdemeanor which involves moral turpitude, then and in that event, the Employer shall have no obligation to pay the severance sums designated in this Section.

Employee will be deemed to have "Good Reason" to terminate employment if:

(1) Without Employee's consent, the Employer, at any time during the term of this Agreement, (a) materially reduces the salary or other financial benefits of the Employee in a greater percentage than an applicable across-the-board reduction for all City employees, (b) materially breaches this Agreement by failing to increase Employee's salary or other benefits in the same percentage that is applicable to all other City employees, or (c) otherwise materially breaches or refuses to comply with any other provisions benefiting Employee contained herein, and

(2) Employee (a) provides Employer with notice of such reduction or failure within 90 days of the initial existence of the condition, (b) Employer does not remedy such condition within 30 days, and (c) Employee terminates employment no later than two years after the initial existence of such condition.

Employee also will be deemed to have "Good Reason" to terminate employment if she resigns no later than two years following a suggestion, whether formal or informal, by the City Council that the Employee resign (provided that within 90 days of such suggestion Employee serves written notice to the City Counsel that such is her intent and permits the City Council an opportunity of at least 30 days to cure, which the City Council declines to accept).

Section 5. Resignation. The Employee shall give the Employer sixty (60) days' notice in advance in the event Employee voluntarily resigns the position and appointment with the Employer. Employer may, in its discretion waive the notice period and allow employee to immediately resign with no further obligation to Employee under this Agreement.

Section 6. Suspension. The City may suspend the Employee with full pay and benefits at any time.

Section 7. Indemnification. The City agrees to defend, save harmless and indemnify the Employee against any tort, negligence, or professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of her duties as Employee. The City also agrees to compromise, settle, or defend any such claim or suit, and to pay the amount of any legal fees, settlement or judgment rendered thereon. The provisions of this Section shall not apply to a settlement or judgment which arises out of an action which results in her conviction of any illegal act in the performance of her duties.

Section 8. Vehicle Allowance/Cell Phone. The Employee shall be paid a vehicle allowance of \$500.00 per month and a cell phone stipend, which is equivalent to that received by Employee while in the position of City Attorney as hired by the Manager or the amount paid to Department Directors employed by the City, whichever is greater. Vehicle allowance and cell phone stipend shall be paid to Employee as part of the City's payroll.

Section 9. Professional Development. The City shall provide for the payment of the Employee's professional dues and continuing legal education expenses, and for other job-related fees, publications and training programs/conferences such as those that may be sponsored by the UNC School of Government, North Carolina League of Municipalities, North Carolina

Municipal Attorneys' Association, International Municipal Lawyers Association, or other recognized professional organization. The City shall also provide for the payment or reimbursement of all reasonable and necessary job-related expenses of the Employee, including travel expenses incurred outside the four counties in which the City lies. Approval and reimbursement of expenses that are not necessary for the maintenance of Employee's law license shall be made in accordance with the City's Personnel Resolution or other applicable policy.

Section 10. Other Remuneration. Employee will be entitled to participate in Employer-provided employee benefits, such as medical, dental, life and disability insurance, and the North Carolina 401(k) and 457 deferred compensation plans in accordance with the terms of such plans after Employee has met the requirements of any applicable waiting period(s). In addition, to the extent permitted by the terms of the NC 401(k) or 457 deferred compensation plan, the City will contribute an amount equal to 6% of Employees salary for such year as a contribution to the NC 401(k) or 457 deferred compensation plan. To the extent permitted by applicable plan documents, employer contributions shall be made biweekly on the City's regular payroll schedule.

Section 11. Paid Leave and Sick Leave. Employee shall retain any and all sick and vacation leave, and all other benefits which Employee accrued up to the effective date of this Agreement subject to and consistent with applicable policy. Employee will continue be covered by the provisions of the Personnel Resolution concerning accrual and use of vacation and sick leave, all other benefits, and any other matter not specifically addressed in this Agreement.

Section 12. General Provisions. The rights of the Employee under this Agreement are not assignable, voluntarily or involuntarily by operation of law or otherwise, nor may any of her duties or obligations under this Agreement be assigned or delegated, except in the usual and

ordinary course of business, without the prior consent of the City Council. No waiver of any term, provisions or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further waiver or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement. The provisions of this Agreement are severable. The invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity or enforceability of any other of its provisions. If one or more provisions hereof shall be so declared invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect and shall be construed in the broadest possible manner to effectuate the purposes hereof. This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina. This Agreement contains the entire agreement between the parties and supersedes all prior oral and written agreements, understandings, commitments, and practices between the parties with respect to the employment of the Employee by the City. Any amendment or modification to this Agreement, including salary and benefit adjustments, must be in writing and signed by both parties.

Section 13. Section 409A Compliance. Any payments and benefits under this Agreement that are subject to the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (“Section 409A”), are intended to comply with the requirements of Section 409A. Therefore, this Agreement and all payments and benefits provided hereunder, shall be interpreted and administered consistently with the requirements of Section 409A, to the extent Section 409A is applicable. Payments to be made under Section 4 are hereby designated and shall at all times be treated as a series of separate payments and not a single payment. Payments under Section 4 are, to the maximum extent possible, intended to be exempt from Section 409A

as short-term deferrals and then as separation pay due to involuntary separation from service. Throughout this Agreement, the term "Separation from Service" shall mean separation from service within the meaning of Code Section 409A(a)(2)(A)(i) and applicable regulations and guidance thereunder. The parties agree that in no event shall any payment required to be made pursuant to this Agreement that is considered deferred compensation within the meaning of Section 409A be accelerated or delayed in violation of Section 409A. Employer does not represent or guarantee that any particular federal or state income, payroll, or other tax treatment will result from Employee's receipt of payments or benefits pursuant to this Agreement. Employee is solely responsible for the proper tax reporting and timely payment of any income tax or interest for which Employee is liable as a result of Employee's receipt of payments or benefits pursuant to this Agreement.

Section 14. Rules Applicable to Reimbursements or In-Kind Benefits. All reimbursements or in-kind benefits provided under this Agreement that are subject to Section 409A shall be provided in accordance with the rules of this Section 14. The amount of expenses eligible for reimbursement, or in-kind benefits to be provided, during Employee's taxable year may not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year. The reimbursement of an eligible expense must be made on or before the last day of Employee's taxable year following the taxable year in which the expense was incurred. Employee's right to reimbursement or in-kind benefits may not be liquidated or exchanged for another benefit. To the extent there is a conflict between this Section 14 and any other provision of this Agreement, the terms of this Section 14 shall prevail.

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

CITY OF HIGH POINT

Bernita Sims, Mayor

EMPLOYEE

JoAnne L. Carlyle

Approved by the High Point City Council on

The ____ day of _____, 2014.

"AN ORDINANCE AMENDING THE 2014-20145 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS FOR A TUB GRINDER

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

Section 1. A tub grinder at the Ingleside Compost Facility was involved in a fire on April 23, 2014. The equipment was insured and is considered a total loss, and it has been determined it is in the City's best interest to use the insurance proceeds, in conjunction with appropriated fund balance, to purchase a new tub grinder.

Section 2. The 2014-2015 Budget Ordinance of the City of High Point, should be amended as follows:

(A) That the Solid Waste Fund revenues be increased:

Insurance Proceeds	\$ 727,101
Appropriated Fund Balance	\$47,787

(B) That the Solid Waste Fund expenditures be increased:

Ingleside – Machinery and Equipment	\$774,888
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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 _____

Memorandum

TO: Mayor Bernita Sims and Members of City Council

FROM: *REM* Randy E. McCaslin, Interim City Manager

SUBJECT: Requested Changes to the City Project Structure

On May 19th, 2014, the City Council, on a 7-2 vote, instructed me to "develop a (new) job description, (determine the appropriate) pay grade, and (make a) recommended departmental assignment for the Core City Coordinator."

Attached to this memo, you will find several documents:

- A. **New Job Description:** Attached is a new job description for the "Core City Administrator" position. We looked at the titles of administrator, manager, and coordinator as they are used in our existing Pay and Classification System. It was our determination that "administrator" best fit the duties outlined in the new job description.
- B. **Organizational Chart:** Attached is a new organizational chart for the reporting relationship of the new position of "Core City Administrator." As you can see, this position will report to the City Manager. Due to the political and public scrutiny that has occurred regarding this position, I would like for this position reporting to the City Manager instead of a Department Head. You will also see a "City Staff Advisory Team" made up of the Directors of the Planning, Transportation, Economic Development, Community Development and Housing Departments and the City Manager's office. This Advisory Team was first recommended by the 2005 Walker Collaborative Study and will be reinstituted to advise and direct in the new Core City effort.
- C. **Office Space/Location:** The new Core City Administrator's office will be located in City Hall, in the Planning Department's suite of offices.
- D. **Salary/Grade Classification:** After several discussions with our Pay and Classification Consultant at the Piedmont Triad Regional Council of Governments, our Human Resources Department has recommended that our new Core City Administrator's position be assigned to a salary grade 36, with a minimum salary of \$61,339.00 and a maximum salary of \$105,167.00. Since there is an incumbent in this position, there be no adjustment in the current salary of the individual holding this position.

- E. **Core City Budget:** Attached you will find two new budget sheets. Sheet "A" shows the FY 2014-2015 Core City (City Project) budget "zeroed out", and the City Manager's Office budget increased by \$176,186.00 to account for the salary and other expenses that are being transferred from the Core City (City Project) budget. The \$176,186.00 increase to the City Manager's office budget reflects the \$35,000.00 appropriation that the Council has approved in additional non-profit agency funding which is shown on budget sheet "B".

This memo represents the required adjustments that are necessary to move the City Project office to an internal departmental operation. If you have any questions, please advise.

**CORE CITY ADMINISTRATOR – 2390-12
CITY MANAGEMENT (101541)**

OCCUPATION SUMMARY:

The Core City Division will be led by the Core City Administrator, who will report to the City Manager or his/her designee. The Core City Administrator will work with City Officials, various non-profit Boards of Directors and/or staff, a City Staff Advisory Team, business and property owners, citizens and other community entities to develop and execute the Core City Plan. In addition, the Core City Administrator will assist and coordinate any advisory committees appointed by the City Council and/or City Manager. Under the direction of the City Manager, they be responsible for the day-to-day operations; communicate with all involved stakeholders; develop a work program; facilitate and coordinate program efforts with both the public and private sectors; identify, develop and promote program incentives, initiatives and funding mechanisms; recruit City Project development projects and assist development efforts in the Core City area.

Work is performed under the general supervision of the City Manager or his/her designee.

ESSENTIAL TASKS:

Works with the City Officials and the various non-profit Boards of Directors and/or staff to establish priorities and promote development and revitalization in the core city;
Work as a liaison to connect the city departments through Core City initiatives.
Work with community groups both non-profit and neighborhood associations to assist with the creation and implementation of core strategies as defined in the Core City Plan;
Work closely with the organized Community Development organizations to ensure a smooth transition with City of High Point goals and objectives regarding the Core City Plan.
Coordinates and insures the implementation of the Core City Plan and update plan as needed;
Develops and updates the work program and Action Plan on an annual basis; and prepares periodic reports to City Council, city management, community groups and news media on program status;
Develops marketing programs, promotion efforts, incentives, and business recruitment/retention tools;
Assists in the development and promotes programs and policies for Core City development;
Maintains a highly visible profile for the community's Core City development efforts;
Coordinates and meets with the City Staff Advisory Team;
Assumes participatory role in the various Core City planning processes;
Prepares and disseminates public information on Core Project development, current initiatives, and accomplishments;
Researches funding and financing opportunities, prepare Grant applications;
Communicates with private investors, developers, property owners, business owners and the public to forward the Core City development and revitalization objectives;
Provide assistance to various committees, non-profits and community associations in the Core City which includes facilitating meetings to compliment volunteer efforts i.e. arrange meeting space, notify members, and assist with support appropriate to complement volunteer effort.
Assist all city departments, as needed, to coordinate efforts in the Core City;
Assist with necessary task to integrate new initiatives that might be developed, implemented or contracted for specific projects in the Core City Plan and added through an amendment to the Annual Work Plan.
Conducts speaking engagements on the Core City Plan and its implementation as needed.

Ability to apply principles of logical thinking to work tasks and practical situations and requests made by supervisor, employees, Council Members and the general public; to comprehend, make decisions and respond to a variety of situations in an expedient manner. Good judgment is essential.

2) Minimum **Math** ability usually associated with this classification:

Using Arithmetic: Ability to use arithmetic to make calculations when preparing reports.

Using Statistics: Ability to work with mathematical statistics to complete various reports.

3) Minimum **Language** ability usually associated with this classification:

Read: Ability to read manuals, instructions, directions, report information, calendars, correspondence, rules, regulations, laws and various other documents relating to the job.

Write: Ability to write letters, memos and figures, take messages and make various reports.

Speak: Ability to be conversant in voice and diction so as to participate in discussions with supervisor, employees, Council Members and the general public in person and by telephone.

4) Amount of **Training**, either on-the-job or formal education, usually associated with this occupation in addition to the Reasoning, Math and Language detailed above:

Bachelor's degree in Business, Economics, Marketing, Public Administration, Urban Planning or closely related field. Minimum of three years' experience in business development or community based initiatives such as downtown or neighborhood revitalization and redevelopment. Preferably, local government experience.

5) Degree of **Physical Demands** (Strength) usually associated with this classification:

Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects. Work will require walking, standing, reaching, holding, lifting.

6) Type of **Physical Demands** usually associated with this classification:

Reaching, Handling, and Fingering: (Reaching - Extending the hand(s) and arm(s) in any direction, but normally to the front or side). (Handling - Seizing, holding, grasping, turning, or otherwise working with hand or hands (fingering not involved). (Fingering - Picking, pinching, or otherwise working with fingers primarily (rather than the whole hand or arm as in handling).

Employee must reach to answer telephone, work with computer terminal, etc. Handles various forms, documents, statements, ledgers, files, pencils, pens, etc. requiring use of hands and fingers.

Talking and/or Hearing: (Talking - Expressing or exchanging ideas by means of spoken word) (Hearing - Perceiving nature of sounds by ear).

Employee must converse with City officials, employees, Board of Directors, private investors, developers, property owners, business owners and the public, etc., so it is necessary for the employee to have the ability to communicate with people in person and by telephone.

Seeing: The ability to perceive the nature of objects by the eye. Recommended guidelines for vision are:

1. Acuity, far - Clarity of vision at 20 feet or more. Both eyes 20/25 - R - 20/30 - L 20/30 corrected
 2. Acuity, near - Clarity of vision at 20 inches or less. Both eyes 20/25
 3. Depth Perception - Three-dimensional vision. Ability to judge distance and space relationships so as to see objects where and as they actually are. Depth Perception - 4
 4. Field of Vision - Area that can be seen up and down or to right or left while eyes are fixed on a given point.
 5. Accommodation - Adjustment of lens of eye to bring an object into sharp focus. This item is especially important when doing near-point work at varying distances from eye.
- All five aspects are judged to be important in carrying out the essential functions of this job.

7) **Environmental Conditions** (Physical Surroundings) usually associated with this classification:

The worker is subject to **Inside Environmental Conditions:** Protection from weather conditions but not necessarily from temperature changes, however, on occasions the worker does have meetings and must be outside in the various weather conditions.

8) **Environmental Conditions** (Hazards) usually associated with this classification:

No environmental hazards indicated for this position.

9) **Machines, Tools, Equipment, and Work Aids** which may be representative, but not all inclusive, of those commonly associated with this type of work.

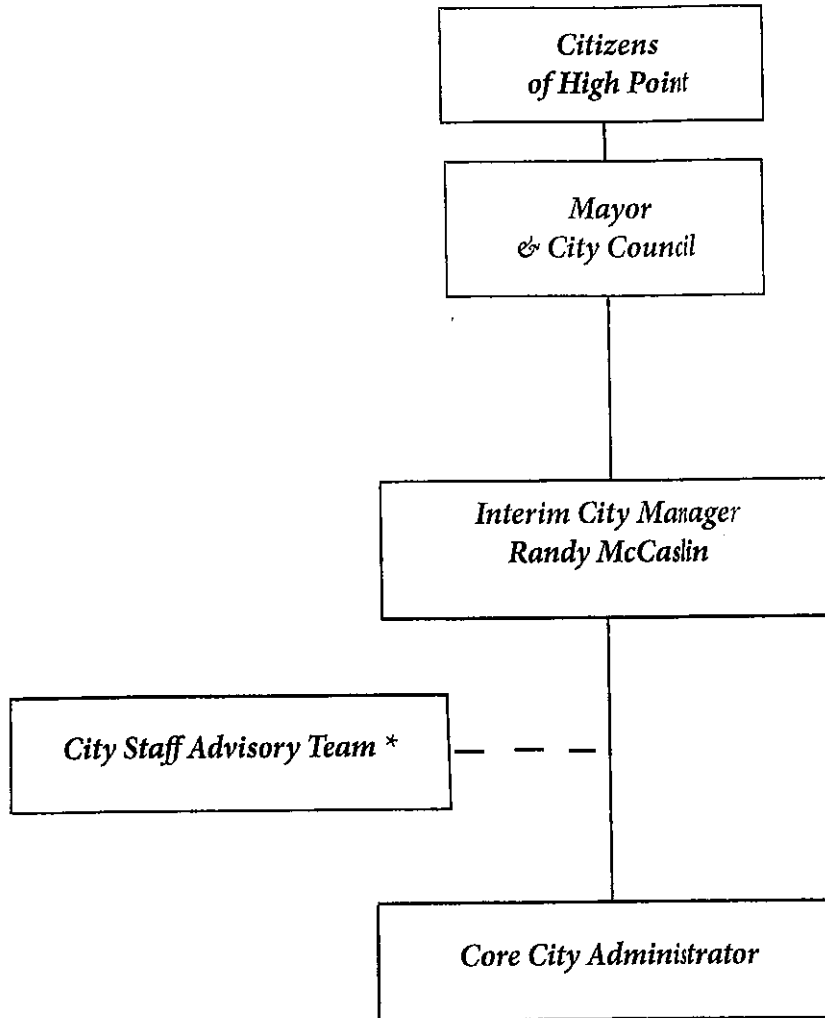
Computer, copier, laser printer, FAX machine, calculator, staple gun, scissors, pen, pencils, files, Personnel Resolution, ordinances, manuals, publications, paper clips, telephone, telephone directory and other work aids related to this job.

SPECIAL REQUIREMENTS:

Must have valid appropriate driver's license issued by the State of North Carolina. Must have knowledge in marketing, public relations, community development, economic development, and municipal finance, knowledge of the practices of real estate development and business development; knowledge of the policies and programs of local government; strong group facilitation and communication skills; strong organization, management and leadership skills; ability to be a self-motivator, proactive, innovative, flexible, and well organized; ability to work both independently and in a team environment; ability to develop and coordinate work program projects; ability to prioritize and manage multiple work activities; ability to communicate ideas clearly and concisely, both orally and in writing; ability to establish and maintain effective working relationships with city officials, board members, business owners, residents, property owners and general public; and ability to generate private sector interest, support and involvement.

Revised 05/19/2014

*Organizational Chart
City of High Point*



*City Staff Advisory Team made up of Directors of Planning, Transportation, Economic Development, Community Development & Housing Departments and the City Manager's office. Other City Departments and/or outside agencies will be added as needed.

Account	Account Description	FY 2014-2015	FY 2014-2015	\$
		Approved Budget	Amended Budget	
				Change
511101	Regular Full -Time	\$ 103,208	0	\$ (103,208)
511401	Vehicle Allowance	6,000	0	(6,000)
511402	Cellular Allowance	1,430	0	(1,430)
512101	Group Health Care	6,818	0	(6,818)
512102	Group Life Insurance	221	0	(221)
512103	Dental Care	240	0	(240)
512104	Workers Compensation	663	0	(663)
512201	Social Security-FICA	8,464	0	(8,464)
512202	Retirement-LGERS	7,822	0	(7,822)
520102	Memberships and Dues	1,000	0	(1,000)
521102	Postage, Mailing, Shipping, Courier	500	0	(500)
521199	Miscellaneous Services & Charges	2,500	0	(2,500)
521299	Other Printing Services	3,000	0	(3,000)
522408	Computer Replacement Rental	750	0	(750)
522501	Centrex, Regular Lines	1,570	0	(1,570)
523102	Office Rental (i.e.Core City.)	6,000	0	(6,000)
526101	Supplies, Parts, and Tools	1,000	0	(1,000)
527101	Consulting & Professional Fees	25,000	0	(25,000)
529704	Local Grant Match	35,000	0	(35,000)
	TOTAL	\$ 211,186	-	\$ (211,186)

Accounting Unit 101111 - City Manager

Account	Account Description	FY 2014-2015	FY 2014-2015	\$
		Approved Budget	Amended Budget	
				Change
511101	Regular Full -Time	\$ 647,627	\$ 750,835	\$ 103,208
511401	Vehicle Allowance	12,000	18,000	6,000
511402	Cellular Allowance	3,510	4,940	1,430
511407	Internet Allowance	600	600	-
512101	Group Health Care	40,908	47,726	6,818
512102	Group Life Insurance	1,329	1,550	221
512103	Dental Care	1,440	1,680	240
512104	Workers Compensation	428	1,091	663
512201	Social Security-FICA	50,777	59,241	8,464
512202	Retirement-LGERS	46,926	54,748	7,822
512207	401-A Deferred Compensation	8,408	8,408	-
520102	Memberships and Dues	7,412	7,412	-
520103	Departmental Training	8,300	8,300	-
521102	Postage, Mailing, Shipping, Courier	400	400	-
521199	Miscellaneous Services & Charges	7,000	13,320	6,320
522408	Computer Replacement Rental	4,216	4,216	-
522501	Centrex, Regular Lines	3,399	3,399	-
526101	Supplies, Parts, and Tools	8,000	8,000	-
526301	Rent of Equipment	11,000	11,000	-
527101	Consulting & Professional Fees	135,500	135,500	-
529704	Local Grant Match	-	35,000	35,000
	TOTAL	\$ 999,180	\$ 1,175,366	\$ 176,186

Accounting Unit 101491 - Special Appropriations

Account	Account Description	FY 2014-2015		FY 2014-2015	
		Approved	Budget	Amended	Change
					\$
512104	Workers Compensation	\$	577,436	\$	577,436
512105	Unemployment Insurance		355,000		355,000
520303	Institute of Government		12,161		12,161
520304	Triad Council of Governments		22,154		22,154
521199	Miscellaneous Services & Charges		344,218		344,218
527101	Consulting & Professional Fees		200,000		200,000
528201	General Property Insurance		100,000		100,000
528301	Auto Liability Insurance		100,000		100,000
528401	General Insurance		600,000		600,000
528403	Official Bonds		7,000		7,000
529401	Rescue Squad		5,000		5,000
529402	National Guard		2,500		2,500
529408	HP Convention & Visitor's Bureau		1,435,000		1,435,000
529409	High Point Arts Council		117,063		117,063
529410	Joint Historical Commission		2,000		2,000
529413	Theatre Art Gallery		31,000		31,000
529417	The City Project		-		35,000
529421	Southwest Renewal Foundation		38,500		38,500
529422	Mental Health Association of the Triad		25,000		25,000
529423	Macedonia Family Resource Center		9,000		9,000
529424	Open Door Ministries		20,000		20,000
529428	West End Ministries		20,000		20,000
529429	Helping Hands		10,000		10,000
529705	Grant Projects Pending		100,000		100,000
TOTAL		\$	4,133,032	\$	4,168,032
				\$	35,000
GRAND TOTAL		\$	5,343,398	\$	5,343,398
				\$	-

**HIGH POINT CITY COUNCIL
BUDGET REVIEW SESSION
JUNE 10, 2014 - 11:15 A.M.
3RD FLOOR LOBBY CONFERENCE ROOM**

MINUTES

Present:

Mayor Bernita Sims; Mayor Pro Tem Jim Davis (Ward 5); and Council Members Rebecca R. Smothers (At-Large), Britt Moore (At-Large), Jeff Golden (Ward 1), Foster Douglas (Ward 2), Judy Mendenhall (Ward 3), Jay Wagner (Ward 4), and Jason Ewing (Ward 6)

Staff Present:

Strib Boynton, City Manager; Randy McCaslin, Assistant City Manager; Allen Oliver, Assistant City Manager; Eric Olmedo, Budget Evaluation Officer; Laura Altizer, Budget Analyst; Glenda Barnes, Budget Analyst; Wendy Fuscoe, Director- City Project, Inc.; Jeron Hollis, Communications Officer; Angela Kirkwood, Director of Human Resources; Jeff Moore, Director of Financial Services; Loren Hill, President- High Point Economic Development Corporation; Mike McNair, Director of Community Development & Housing; Alex Boston, Intern- Legal Department; Brent Cole, Assistant City Attorney; Joanne Carlyle, City Attorney; Lisa Vierling, City Clerk

Others Present:

Cynthia Davis, Citizen, Chair- Planning & Zoning Commission
David Covington, Aaron Clinard and Richard Wood- The City Project, Inc.

News Media:

Pat Kimbrough, *High Point Enterprise*

Eric Olmedo, Budget Evaluation Officer, summarized the changes from the recommendations previously suggested by Council. The original proposed budget as presented by the city manager totaled \$325,406.16. The changes are as follows:

- Decreased the tax rate to .01 cent which has an effect of \$183,000 on revenue
- Decreased Human Relations Travel line item by \$25,000
- Decrease due to Privilege License law change (due to the recent legislation regarding privilege license taxes. Staff thought the change only affected next fiscal year, but part of that change actually had an impact in the upcoming year because they said municipalities could no longer charge privilege licenses to businesses that are not physically located within the city limits (estimated \$122,000 that the city will not receive in the coming year)
- Increased Fund Balance appropriation of \$280,472

Mr. Olmedo noted additional revenue totaled about \$1.3 million over the city's 10% fund balance policy, so this reduced that by about \$280,000, bringing it to about \$1.1 million over the 10% fund balance. This would be the projection going forward.

Council Member Golden expressed concerns regarding the \$25,000 that was cut from the Human Relations travel budget. He felt the Human Relations Student Council had proved to be working and he was not sure the funding should be cut for the trips that the students take because it would be like the city is moving backwards as far as race relations in the community. He asked if there were any thoughts from any other council members on this. Council Member Smothers thought the Mayor had relayed that they wanted the opportunity to raise the additional money. Council Member Golden felt it was like the city was forcing them to raise the money. Mayor Sims explained that they said if the Council did not support or appropriate the dollars, then they wanted to have the ability to be able to raise funds. She pointed out some have commented that it is not the city's responsibility to provide the funding for these trips, but she strongly disagreed because the Student Human Relations Commission has been recognized on a National level for the work that they do and the students that participate bring a whole different conversation to the table as they are talking about race relations in the community and the diversity issues in general.

Council Member Mendenhall asked how many students/chaperones the \$25,000 that was included in the budget would cover. Mayor Sims explained it covers a set number of students and is to also cover the chaperones (meals, lodging and travel). Council Member Mendenhall stated she did not personally have a problem providing some funds, but felt it was not bad for young people to have an opportunity and a responsibility for earning money for paying their way to go to events like this. She suggested possibly that the city fund 50% of the \$25,000 and ask them to be responsible for generating a match. Council Member Golden shared that he did meet with some of the students and talked with them about some of the things they gained from the trips and it was very enlightening to him. Council Member Douglas noted that the students have been before Council to report on the trips. He also felt this was something that Council should really consider because the students are improving race relations in the schools. Council Member Ewing noted that although that may be a good point, but he felt that municipal government should not even be funding a Human Relations Department at all because the schools are not city schools—they are county schools. Mayor Sims begged to differ with Council Member Ewing's comment and stated the county is not going to have a Human Relations Commission. She pointed out all major cities have Human Relations Commissions and felt it provides a service to this community that is sorely needed because there are issues around race, race relations and diversity. Council Member Ewing noted he was not saying to take it out of the budget and he agrees with the \$25,000, but that's just his personal opinion. Mayor Sims suggested anyone who feels like the Human Relations services are not needed, they need to spend some time in the department with the Human Relations Commissioners and staff. Council Member Smothers noted these concerns arose because of the number of people going on the trips, not so much the trip itself. Council Member Douglas added that this proves how popular the program is.

Mayor Sims went back to Council Member Mendenhall's proposal and noted that although she would like to see the whole thing funded, but if Council is willing to fund a portion of the trip and if there are additional students that would like to go, then that would put the impetus back on that group to raise the additional dollars. Council Member Douglas felt the city should fund it all and put a limit on the number of students that go.

Council Member Mendenhall then moved that the city fund \$12,500 and encourage the students to match that amount. Council Member Smothers made a second. The motion carried by a 6-3 vote [Mayor Pro Tem Davis and Council Members Ewing and Wagner dissenting].

PRIVILEGE LICENSE LEGISLATION

Council Member Smothers noted it seems that the leadership in the General Assembly is committing the \$100 cap for privilege licenses. Mayor Sims thought it had been eliminated. Jeff Moore, Director of Financial Services, explained there was a proposal when discussing an amendment to the bill to cap everything at \$100, but leave it in place and this failed and the law passed. As currently written, cities in this fiscal year can only impose privilege licenses on businesses physically located in the city and it eliminated completely it completely for FY 2015-2016.

MERIT RAISES

Mayor Pro Tem Davis asked if the city would be reinstituting the merit raises for employees on an annual basis, or would it be just for this budget year. City Manager Strib Boynton explained merit raises for employees have been in abeyance for a while and this would be reinstituting it for FY 2014-2015. Council Member Smothers hoped it would stay in place in future years.

ELECTRIC/WATER/SEWER RATES

Council Member Smothers moved to approve the rate increases for water/sewer rates (3.0% increase), electric rate (increase of 1.8 percent) be approved with an effective date of July 1st. Council Member Mendenhall made a second. The motion carried unanimously. [9-0 vote]

MATERIAL RECYCLING FACILITY (MRF)

Council Member Ewing initiated discussion regarding the upgrades to the MRF and stated that he would like to see Council freeze those dollars and put out a RFQ for privatizing it. He pointed out the city was only getting a 34% recovery rate and felt this was a lot of money to sink into something that the city is losing money on. Council Member Smothers pointed out the improvements at the MRF are necessary. Mr. Boynton cautioned against this and noted that once the city gets out of the recycling business, vendors would come in and promise a low price, but a year or two later, that price will greatly increase and as a result, it would cost a whole lot more for the city to get back into the business because it would require repurchase of capital equipment. He reported that the plans are being revised in anticipation for it to be rebid. Council Member Smothers explained that she was on Council when the city built the MRF and contracted the operation (essentially privatized it). She shared in less than a year, the city took it back over because the machinery/equipment was being torn apart and it really cost the city to get

out of that. Mr. Boynton agreed this needed to be a very careful, informed decision that Council would make and strongly recommended the city continue with the MRF upgrades and providing recycling services. Council Member Smothers pointed out state law restricts putting certain materials in the landfill, so the city is responsible for doing something with the material that is picked up because it cannot be put in the landfill.

Council Member Mendenhall mentioned the site visit Council made at the MRF a while back and thought with the mechanization and modernization of the MRF, the city would be able to get recyclables that the city presently does not have the capacity to get right now from business/industry. She felt Council has a responsibility for something that is legally the city's responsibility to take care of and certainly not to put the city in a position where it is at the mercy of private vendors who could fluctuate what they charge. She noted that although it is a large investment, in the long run it is an investment worth making. Mr. Boynton explained staff's whole strategy is designed to maximize the life of the landfill. Council Member Ewing shared that he would just like to see Council put this out there and make an informed decision on the recycling facility. Council Member Wagner questioned what harm it would do to put out an RFQ. Mayor Sims felt Council should either do it or not and move the conversation along because the RFP has already been done.

Council Member Wagner noted that a vendor came before Council to express concerns about the process, but then it got decided before Council ever saw anything. Council Member Douglas agreed and felt others should be afforded the opportunity to give a presentation on what it would cost for them to pick recycling materials up. Mr. Olmedo reminded Council that this would extend the life of our landfill and these are all landfill dollars, not subsidized by the property tax rate, but subsidized essentially by the tipping fees. Mayor Sims suggested Council go ahead and adopt the budget and give staff some direction that this gets on Council's list of high priorities so it could be discussed after that time.

COMMUNITY DEVELOPMENT

Mayor Sims mentioned core city revitalization and pointed out currently there is only one salaried position in the general fund, with everything else coming out of the grant dollars. She believed that Council should look at creating some additional funding streams out of the grant to cover core city items to get the city to the point where it is taking those CDBG dollars and putting them back into some useful purpose within the community itself. She recommended shifting at least the director's salary back to the general fund to start building up the dollars the city has because the grant dollars have steadily been declining. She pointed out that High Point is the only city she was aware of where the director's salary comes out of grant dollars and not the general fund. Council Member Mendenhall expressed support for this with assurance that the one hundred and thirty whatever plus is targeted for core city revitalization and not just thrown into the general CDBG fund. Mayor Sims felt this could be done and suggested whoever makes the motion could add this in.

Council Member Mendenhall moved to shift the salary of the Community Development Director into the General Fund and take those dollars from the surplus from the Fund Balance and that those dollars be earmarked to be used for core city revitalization, along with the other dollars the city gets. Council Member Golden made a second to the motion.

The motion carried by an 8-1 vote [Mayor Pro Tem Davis dissenting]

PROPERTY TAX REDUCTION & INCREASE IN STREET RESURFACING

Council Member Mendenhall mentioned the discussion that took place during a previous meeting regarding the possibility of an additional ½ cent reduction in the property tax. Council Member Smothers noted she was comfortable with this because it would take it under \$1,000,000.00 over the 10% in appropriated fund balance. Council Member Ewing explained it was problematic because it only works for this year and next year would not be a revenue producing reduction. Mayor Pro Tem Davis mentioned the possibility of tying this back to the garbage rates if they go up.

Mayor Sims pointed out how far the city is behind in schedule regarding street resurfacing and explained this past winter really affected the conditions of the roads. She asked that Council consider putting additional dollars into street resurfacing for this fiscal year. She suggested putting \$500,000 in the budget for street resurfacing to come out of the appropriated fund balance. Council Member Ewing suggested to do this with a fixed amount coming out of the fund balance, adjust the reserve percentage and use those dollars. Council Member Moore asked if Council should consider a reduction in the property tax as well as an increase in the budget for street resurfacing. Mayor Sims cautioned Council about the unknown with the General Assembly actions and felt like the reductions and cuts will be pushed onto municipalities. She suggested Council look at it in light of whatever comes out of the General Assembly and do another reduction next year (if feasible) and the next year another reduction (if feasible). Council Member Mendenhall mentioned previous discussions on the Enterprise Fund and thought the goal was to reduce the property tax rate as they increased solid waste collections. Mayor Sims noted she cautioned Council at that time about making this type of commitment because of the unknown and still felt that the commitment Council made to reduce tax rates has been done, but the question is to what degree. She believed there are still on-going things that need to be done despite the commitment that was made regarding the tax rate with one being the road maintenance. Mayor Pro Tem Davis shared that he understood the argument and need, but felt it would go a long way for the city to try to get back in line regarding rates, fees as compared to other cities. Council Member Smothers pointed out last year, staff offered a license tag fee as a funding source just for road maintenance and a bigger concern is that 55% of the funding in the general funding comes from property taxes.

Council Member Mendenhall asked how much money would be generated if \$1 was added to the license tag fee. Mr. Olmedo noted the city currently charges a \$5 fee that goes to transit, which generates \$380,000. He explained every dollar would generate about \$76,000. Council Member Mendenhall suggested go with the additional one half cent in property tax and do a review in six months to see if it might be possible to find some additional money for the road maintenance.

Council Member Smothers moved to put \$400,000 in the budget for street resurfacing/maintenance. Council Member Moore made a second to the motion. The motion carried by a 9-0 unanimous vote.

Council then further discussed the possibility of reducing the property tax rate. Jeff Moore, Director of Financial Services, encouraged Council to be mindful they have adopted fiscal policies at the recommendation of the bond rating agencies saying the city would maintain a 10% minimum fund balance, except in the case of emergencies. He cautioned Council against this and advised them that they were cutting the margins for making future decisions down to minimal levels. Council Member Smothers noted next year Council would be looking at pressure to increase the Hitran routes and asked where the money would come from. Mayor Sims felt this would be a regional conversation and her suggestion would be to look at regional transportation and not have all these communities trying to run buses because there are overlaps.

Council Member Smothers felt if Council chooses to wipe out the leftover above the 10%, Council should direct staff to start looking at the budget starting July 1st for ways to save money in that budget to create fund balance. Council Member Ewing stated if Council is going to use the fund balance over the minimum, he'd rather use it to pay down debt service than pay off something that would require finding revenue sources the following year to cover. Mr. Moore explained the way bonds are structured, you could not pay down in advance and further explained that staff takes advantage of every opportunity in refunding bonds to get rid of higher interest rate debt and replace it with lower interest rate debt. He offered to work with the bond attorneys and come back to Council in the next couple of months with some alternative options. Council Member Wagner asked if Council could possibly take the money and set it aside for a future capital improvement. Mayor Sims suggested something like this could be done for core city improvements. Mr. Moore noted this could be done and accomplished with an affirmative vote of Council to formally dedicate "x" number of dollars for core city.

Council Member Mendenhall felt there is wisdom to do what can be done in terms of reducing the property tax rate in the 2015-2016 budget and hoped beginning July 1st, Council could start working with staff to try to identify potential sources that would allow more of a significant reduction, maybe another one cent or one and a half cent.

A discussion followed on how much the city was presently supplementing the solid waste from the general fund. Mr. Olmedo replied it was \$2.6 million. He explained in the plan, the reduction was an additional 1.65 cents.

Council Member Mendenhall moved that the tax rate be lowered by one cent. Council Member Smothers made a second to the motion.

Mayor Pro Tem Davis made a substitute motion to reduce the tax rate by 1.1 cent. Council Member Ewing made a second.

Mr. Olmedo pointed out this would be equivalent to about \$91,000. Mr. Boynton asked Council to keep in mind that High Point is one of only eight or nine cities in the State with AAA bond ratings, which is largely by commitments that this Council and former Councils have made to stick with fiscal policies over the year and this has given the flexibility to maintain these ratings. He echoed Mr. Moore's comments and reiterated that the margins could get real thin.

Council Member Mendenhall then called for the question on the substitute motion to reduce the tax rate by 1.1 cent. The motion carried by a 9-0 unanimous vote.

CLOSED SESSION

At this time, Council Member Moore moved to go into closed session pursuant to N.C. General Statute 143-318.11(a)(6) to discuss a personnel matter. The motion carried by a 9-0 unanimous vote.

Upon motion duly made and seconded, Council reconvened into open session with an announcement that there was no action taken as a result of the closed session.

ADJOURNMENT

There being no further business to come before Council, the meeting adjourned at 12:50 p.m. upon motion duly made and seconded.

Respectfully Submitted,

Lisa B. Vierling, MMC
City Clerk

PLANNING AND ZONING COMMISSION RECOMMENDATION

On June 24, 2014, a public hearing was held before the Planning and Zoning Commission regarding the request described below. All members of the Commission were present except for Ms. Stone and Mr. McKenzie.

Heritage Home Group, LLC

Zoning Case 14-08

A request by Heritage Home Group, LLC to rezone approximately 8.6 acres from a Conditional Use Planned Unit Development-Limited (CU-PDL) District to a Conditional Zoning General Office-Moderate-Intensity (CZ GO-M) District. The site is lying along the west side of Eastchester Drive, approximately 1,300 feet south of Deep River Road. *(1925 Eastchester Drive)*

Mr. Herbert Shannon presented Zoning Case 14-08 and recommended approval as outlined in the staff report.

Speaking on behalf of the request was the applicant's engineer, Mr. Chuck Truby, CPT Engineering and Surveying, Inc., 4400 Tynning Street, High Point and Ms. Roxanne Berston, representing Heritage Homes LLC, 3 Captains Point, Greensboro. These speakers provided an overview of the proposal to convert the existing building to an office use. They outlined how the interior of the existing building will be renovated and the manner in which the site will be altered to add approximately 130 parking spaces to accommodate the office use.

Speaking in opposition to the request was attorney Marc L. Isaacson, 101 W. Friendly Avenue, Greensboro, representing the abutting Lake Pointe Condos home owners association (HOA). He stated that the HOA desires the zoning conditions be amended to ensure the application will provide for equal or better performance and not negatively impact the homeowners. Mr. Isaacson presented a list of conditions the HOA would like added to the Conditional Zoning Ordinance, which included uses to be prohibited, installation of a decorative fence, and installing signage at the egress directing vehicles to turn right when exiting.

Also speaking in opposition to the request were the following residents of the abutting Lake Pointe Condos. Mr. Timothy Hutchison 1935-B Eastchester Drive, Mr. Ken Clark 1943-D Eastchester Drive, Mr. Kenneth Gracz 1945-A Eastchester Drive and Mr. Michael Delgauio 1939-B Eastchester Drive. These residents expressed the following:

- Wanted assurance the parking will end at the rear of building.
- Wanted more landscaping along the adjoining residential property line and for all existing trees in the buffer area to be preserved.
- Desired that the landscaping yard next to their development be a minimum of 30 feet in width as required by the Development Ordinance.
- Concerned with additional traffic on Eastchester Drive.

Once the public hearing was closed, the Commission members asked several questions which were addressed by Mr. Truby, Ms. Berston and Mr. Isaacson. Once these questions were addressed, Mr. Truby, on behalf of the applicant, amended the request to include the additional conditions requested by Mr. Isaacson.

The Planning & Zoning Commission recommended approval of Zoning Case 14-08, with the amendments offered by the applicant, by a vote of 6-0.

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

**STAFF REPORT
ZONING CASE 14-08
June 24, 2014**

Request	
Applicant: Heritage Home Group, LLC	Owner: HHG Real Property LLC.
Zoning Proposal: To rezone and approximately 8.6 acre parcel	From: CU-PDL Conditional Use Planned Unit Development-Limited
	To: CZ GO-M Conditional Zoning General Office-Moderate- Intensity District.

Site Information	
Location:	Lying along the west side of Eastchester Drive, approximately 1,300 feet south of Deep River Road (<i>1925 Eastchester Drive</i>)
Tax Parcel Numbers:	Guilford County Tax Parcel 0195741
Site Acreage:	Approximately 8.6 acres
Current Land Use:	Vacant commercial building (former Market Showroom)
Physical Characteristics:	The eastern half of the site (Eastchester Drive frontage) has a moderately sloping terrain and developed with a 94,760 square foot 2-story building. The western half of the site is undeveloped and heavily wooded with more severely sloping terrain.
Water and Sewer Proximity:	A 16 inch City water line, and 12 & 16 inch sanitary sewer lines are lying adjacent to the site along Eastchester Drive.
General Drainage and Watershed:	The eastern half of the site drains in an easterly direction towards Eastchester Drive and development is subject to the City Lake General Watershed Area requirements. Engineered stormwater treatment measures are required for non-residential and multifamily development with a total impervious surface area greater than 24% of the site. The western half of the site drains to the west into Oak Hollow Lake. This portion of the site is in Tiers 1 & 2 of the Oak Hollow Lake Watershed Critical Area. Except for public water dependent structures, no development is permitted within Tier 1 and only one dwelling unit per acre is permitted in Tier 2.
Overlay District(s):	Eastchester Scenic Corridor Overlay District City Lake General Watershed Area (GWA) Oak Hollow Lake Watershed Critical Area (WCA) Tiers 1 & 2

Adjacent Property Zoning and Current Land Use			
North:	RM-5	Residential Multifamily-5 District	Townhome development
South:	PI	Public & Institutional District	Public Park
East:	CU GO-M	Conditional Use General Office Moderate Intensity District	Undeveloped parcel (<i>across Eastchester Drive</i>)
West:	PI	Public & Institutional District	Public Park and Oak Hollow Lake

Relevant Land Use Policies and Related Zoning History	
Land Use Plan Map Classification:	The site has an Office land use designation. This classification includes professional, personal and business service uses.
Land Use Plan Goals, Objectives & Policies:	The following goals of the Land Use Plan are relevant to this request: Obj. #2. Protect and preserve environmentally sensitive locations including designated open space and watershed critical areas from inappropriate development. Obj. #11. Enhance the aesthetic appearance of High Point by preserving the scenic quality of its major gateway streets and travel corridors and by providing appropriate landscaped buffers and transitional uses between low and high-intensity land uses.
Relevant Area Plan:	Eastchester Drive Corridor Plan Phase II The policies of the Eastchester Drive Corridor Plan (Phase II) are neutral to this request.
Community Growth Vision Statement	<u>Goal 1:</u> Preserve and enhance High Point's most important natural and cultural resources. <u>Objective 1C:</u> Protect the city's water supply through compatible use and design innovation, minimizing the disturbance of land.
Zoning History:	The subject site was granted its current PLD zoning in 1993 (Conditional Use Permit 93-25) to facilitate development of the current showroom building on the site. Over the past two decades, this segment of the Eastchester Drive Scenic Corridor (from Lassiter Drive to Hickwood Drive) has had multiple parcels rezoned to various office districts (General Office and Limited Office) and developed with various office related uses.

Transportation Information				
Adjacent Streets:	Name		Classification	Approx. Frontage
	Eastchester Drive		Major Thoroughfare	487 ft.
Vehicular Access:	Access will be from Eastchester Drive via the existing driveway.			
Traffic Counts: (Average Daily Trips)	Eastchester Drive		46,000 (2011 NCDOT counts)	
Estimated Trip Generation:	Average weekday 2-way volume is approximately 1,154 trips			
Traffic Impact Analysis:	Required			Comment
	☐	<u>Yes</u>	☐	<u>No</u> X
				None

Pedestrian Access:	Development of the site is subject to the sidewalk requirements of the Development Ordinance.
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School District Comment

Not applicable to this zoning case.

Details of Proposal

In the early 1990s, this property was residentially zoned and developed with a single family dwelling. The property was rezoned in 1993 to permit the development of the current market showroom building. To address concerns from the residents of the abutting Lake Shore townhome development, the 1993 zoning approval included a condition to establish a 75-foot wide planting yard along the northern boundary of the property.

The market showroom use is ceasing, and the property owners desire to use the building for their office. The owner will be renovating the interior of the building and revising the site layout to add 130 parking spaces, which will result in a total of approximately 275 parking spaces. The rear half of the property (approximately 3.8 acres) is within the Oak Hollow Lake Watershed Critical Area and a conservation easement was established over this area prohibiting new development. Therefore, most of the additional parking is to be added along the southern boundary of the site adjacent to Festival Park, and the rest within the existing planting yard that is along the northern boundary of the site.

Along the southern boundary, the applicant is proposing that the required landscape planting yard of 270 feet be installed entirely on the Festival Park property, which is owned by the City, to which the City Manager's office has agreed to accommodate. Along the northern boundary, the applicant is proposing to reduce the required width of the landscape planting yard from 30 feet to 8 feet, for a distance of 420 feet back from the street yard. The applicant is permitted by Sections 9-3-13(b) and (d) of the Development Ordinance to request a landscaping standard that is less restrictive than the minimum requirement of the Development Ordinance.

Staff Analysis

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

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 requested GO-M District is consistent with the Office classification on the Land Use Map for this segment of the Eastchester Corridor.

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;
	<u>Staff Comments:</u> The proposed GO-M District is compatible with the surrounding development and zoning pattern along this segment of the Eastchester Scenic Corridor.
<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.;
	<u>Staff Comments:</u> The current 75-foot northern planting yard requires planting material at a Type A rate. The Type A yard requires 14 trees and 33 shrubs every 100 linear feet. The applicant is proposing to reduce the northern planting yard to a 8 foot width and has offered the following conditions to mitigate any impacts: ➤ To install 11 evergreen trees every 100 linear feet with a minimum height of 6 feet at the time of installation. The intent is to have a wall of evergreen trees to act as a visual barrier between the parking lot and adjacent residential development. ➤ To end the reduced landscaping yard width near the rear of the existing building. The reduced landscaping yard will not be directly adjacent to any residential dwellings. Since the reduced planting yard will not be adjacent to any residential dwellings and at maturity the evergreen trees will screen the parking, the applicant has effectively mitigated impacts to the adjacent property owners.
<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 currently developed and the proposed interior renovation and expansion of parking lot is not expected to have an adverse environmental impact. In addition, the western half of the site is within Tiers 1 & 2 of the Oak Hollow Lake Watershed Critical Area. A water quality conservation easement was recorded over this area in 1993 and no impervious surface area can be installed in this area.
<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;
	<u>Staff Comments:</u> The site is within an area currently served by City of High Point utilities and municipal services and the submittal has no known impacts on municipal services.

Factor #5	Minimizes or effectively mitigates any identified adverse effect on the use, enjoyment or value of adjacent properties.
	<u>Staff Comments:</u> The abutting townhome development has a long entrance drive (approximately 500 feet long) and the dwelling units are concentrated towards the rear of the property near the lake. The nearest townhome unit is located behind the existing showroom building and the applicant has offered a condition to end the reduced landscaping yard near the rear of the existing building. This condition mitigates potential adverse impacts and ensures the residents will continue to enjoy the use of their property.

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:

Since the establishment of the Eastchester Scenic Corridor Overlay District in the 1980s there have been multiple parcels rezoned to various office zoning districts, and developed with office related uses.

Development Patterns:

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

Staff Comments:

The requested CZ GO-M District is consistent with the surrounding zoning and development pattern established for this segment of Eastchester Drive by the Land Use Map and the Eastchester Scenic Corridor Plan in the area of the subject site. Furthermore, it is more in keeping with the pattern of development than the existing zoning for a market showroom.

Reasonableness/Public Interest:

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

Staff Comments:

In this case, staff suggests that the approval of the applicant's request is reasonable and in the public interest because: 1) The request is consistent with the Land Use Plan; 2) The applicant has offered landscaping conditions which ensures reuse of the existing building will be compatible with the adjacent residential neighborhood; and 3) Watershed impacts are mitigated by existing regulations and the existing conservation easement.

Recommendation

Staff Recommends Approval:

As addressed in the Staff Analysis section of this report, conditions offered by the applicant address objectives of the Land Use Plan and will ensure development of the zoning site will be compatible with adjacent uses. The Planning & Development Department recommends approval of the request to rezone this 8.69 acre parcel to the CZ GO-M District. As conditioned, the request will be compatible with the surrounding area and in conformance with adopted plans.

Required Action

Planning and Zoning Commission:

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

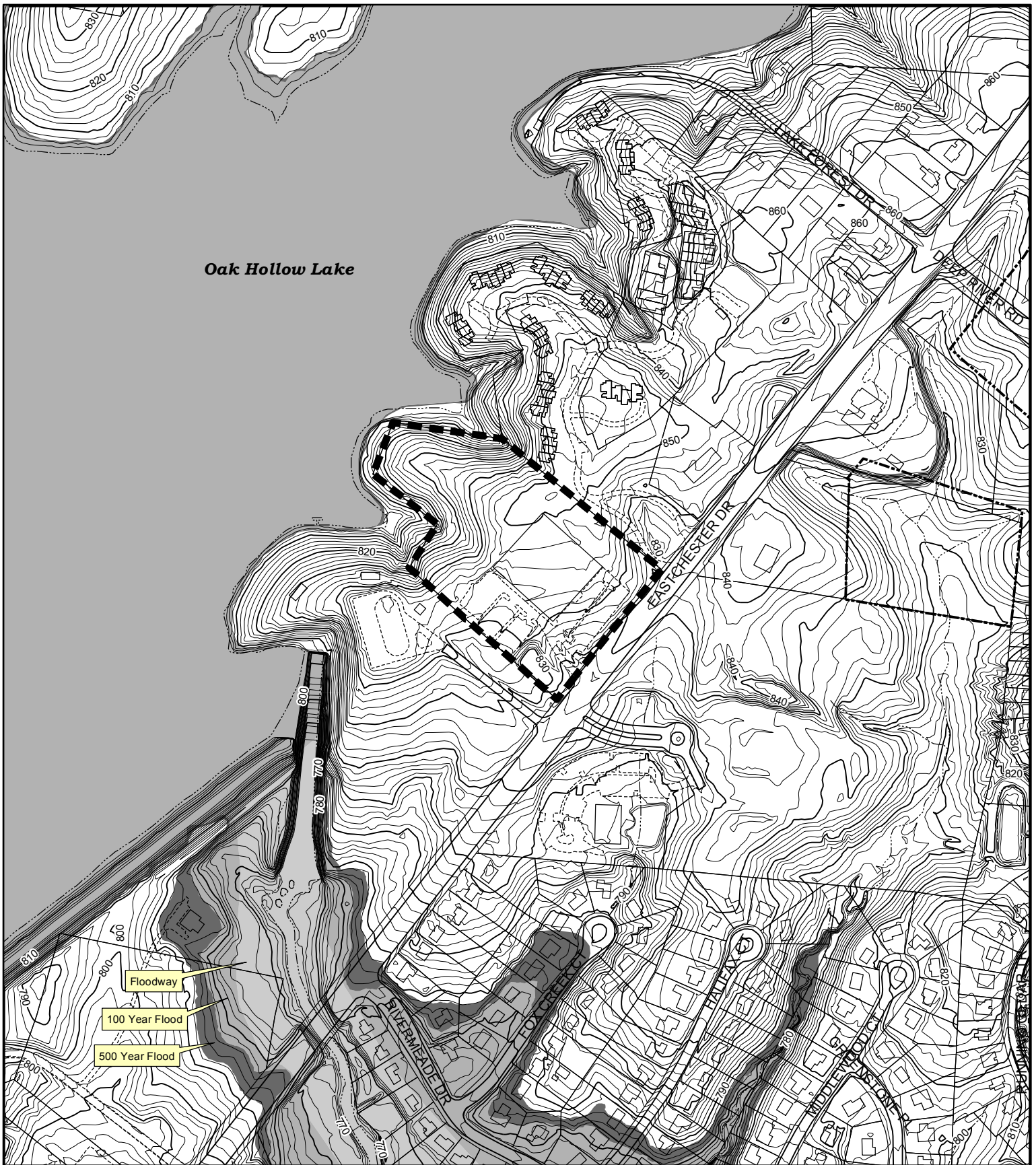
City Council:

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

Report Preparation

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

ZONING CASE 14-08



ZONING CASE 14-08

Topography

Subject Property Boundary - - - - -

Planning & Development
Department

City of High Point

Date: June 16, 2014



Scale: 1"=400'

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2014\pz\z14-08topo.mxd

ZONING CASE 14-08



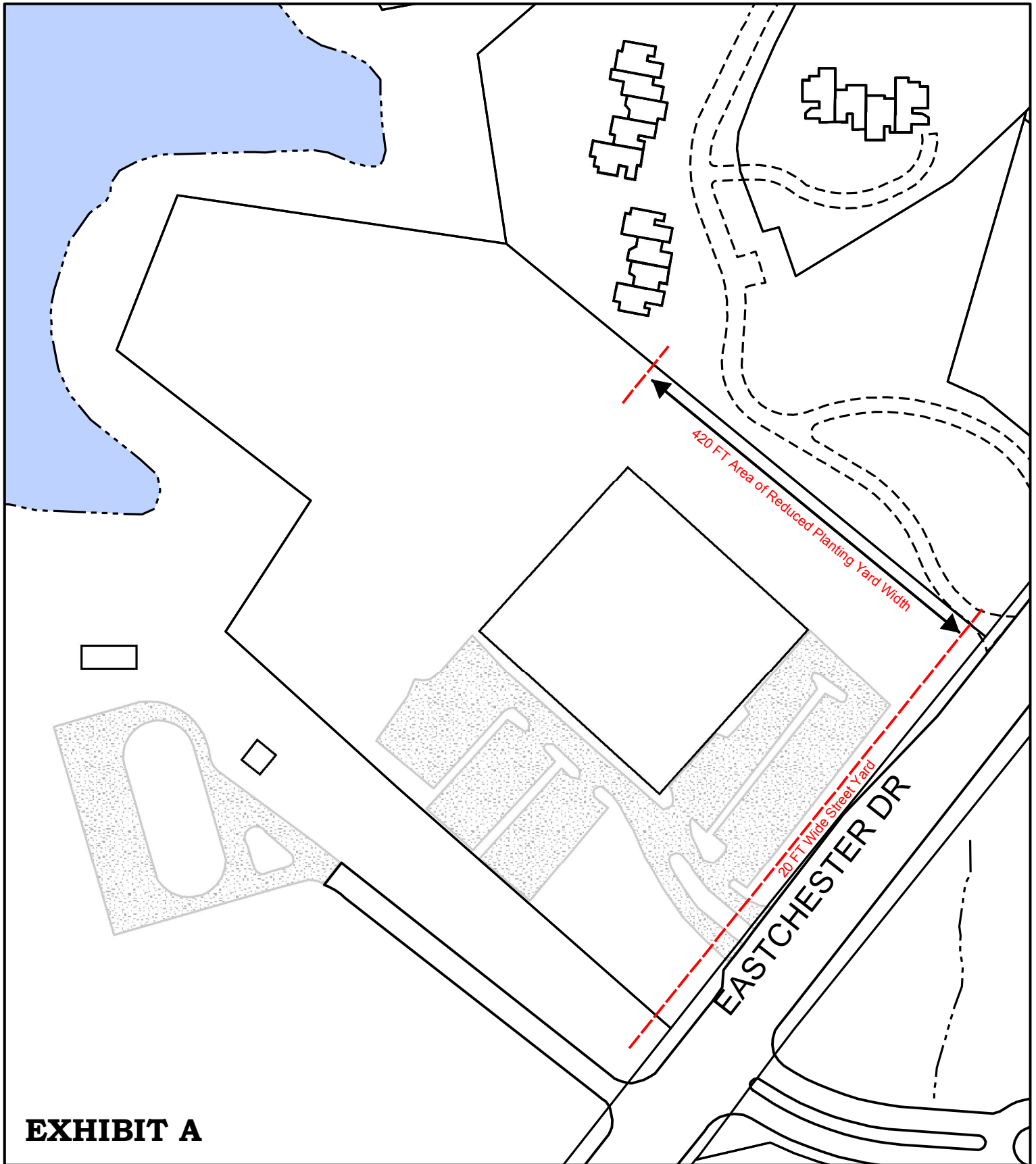


EXHIBIT A

ZONING CASE 14-08

From: Conditoinal Use Planned Unit Development-Limited
To: Conditional Zoning General Office-Moderate

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

Planning & Development
Department

City of High Point

Date: June 16, 2014



Scale: 1"=150'
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2014/pz/z14-08exhA2.mxd

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

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

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on June 24, 2014 and before the City Council of the City of High Point on July 21, 2014 regarding **Zoning Case 14-08** 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 June 15, 2014, for the Planning and Zoning Commission public hearing and on July 9, 2014 and July 16, 2014, for the City Council public hearing pursuant to Chapter 160A-364 of the General Statutes of North Carolina; and

WHEREAS, the proposed amendment was adopted by the City Council of the City of High Point on _____.

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

SECTION 1

That the Official Zoning Map of the City of High Point be amended to establish the following described area as: A **Conditional Zoning General Office-Moderate-Intensity (CZ GO-M) District.** The property is approximately 8.6 acres lying along the north side of Eastchester Drive, approximately 1,300 feet south of Deep River Road (*1925 Eastchester Drive*). The property is also known as Guilford County Tax Parcel 0196568.

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 of the land uses allowed in the General Office-Moderate-Intensity (GO-M) District and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the GO-M District, the requirements of the Development Ordinance and the specific conditions listed in this ordinance, except the following uses which shall not be permitted:

- a. Boarding and Rooming Houses (9 or less)
- b. Boarding and Rooming Houses (10 or more)

- c. Family Care Homes
- d. Group Care Facilities
- e. Disabled Motor Vehicles
- f. Private Dormitories
- g. Swim and Tennis Clubs
- h. Cemeteries/Mausoleums
- i. Fraternities or Sororities (Univ. or College)
- j. Hotels or Motels
- k. Kennels or Pet Grooming Services
- l. Heliports

Part II. CONDITIONS:

A. Landscaping, Buffers and Screening.

- 1. Landscaping shall be installed as required by the City of High Point Development Ordinance, except as permitted by this ordinance.
- 2. The following reduction in the northern planting yard (abutting Guilford County Tax parcel 0203312) is permitted. In the event the existing building (as of July 2014) is demolished, landscaping shall be installed as required by the Development Ordinance.
 - a. From the rear of the street planting yard to a distance of 420 feet, the northern side planting yard may be reduce to a minimum width of eight (8) feet. Minimum planting rate within this area shall consist of 11 trees every 100 linear feet. All trees shall consist of locally adapted evergreen species with a minimum height of six (6) feet at the time of installation (See exhibit A). The applicant shall maintain and preserve such trees in good condition and be replaced as necessary.
- 3. The following reduction in the northern planting yard (abutting Guilford County Tax parcel 0203312) is permitted. In the event the existing building (as of July 2014) is demolished, landscaping shall be installed as required by the Development Ordinance.
- 4. A decorative architectural fence, consisting of a low maintenance metal material, shall be installed on the residential property adjoining the subject property to the north. This fence shall be six (6) feet in height and run from the end of the street-planting yard in a northwesterly direction a distance of approximately 450 feet.

B. Signage

- 1. Neon signs shall not be permitted.
- 2. All freestanding signs shall be monument type signage with a maximum height of 6 feet.
- 3. The property owner shall install directional signage at the egress drive on the subject property to direct vehicles to turn right (south) onto Eastchester Drive.

C. Lighting

1. Any new exterior lighting shall use cutoff type fixtures to direct lighting away from adjacent residential properties and that minimizes reflection on adjacent properties.
2. The applicant shall submit a site Photometric Plan (Lighting Plan) at the time of development.

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6.

This ordinance shall become effective upon the date of adoption.
____th day of July, 2014.

Lisa B. Vierling, City Clerk

Citizens Information Meeting Report

Zoning Case 14-08

Submitted by: Mr. Chuck Truby, PE (CPT Engineering and Surveying, Inc.) on behalf of Heritage Home Group, LLC



**CITIZEN INFORMATION MEETING REPORT
HELD MAY 28, 2014**

The meeting was held at Heritage Home Group Furniture Showroom located at 1925 Eastchester Drive, High Point N.C. which is the site proposed for rezoning. There were 7 property owners in attendance. All of the property owners in attendance live at Lake Point. There were no other adjacent property owners at the meeting.

The attendees are as follows:

Mr. and Mrs. D. Meredith (Lake Point)
Gus Schwenk (Lake Point)
Doris Schwenk (Lake Point)
Bobbie Welch (Lake Point)
Timothy Hutchen (Lake Point)
Chris Hylton (Lake Point)
Leah Price (Lake Point)
Billy Price (Lake Point)
Marvin Miller (Lake Point)
Chuck Truby (CPT Engineering)
Al Powell (Heritage Home Group)
Roxanne Bernstein (Heritage Home Group)

The sign in sheet is attached to this report.

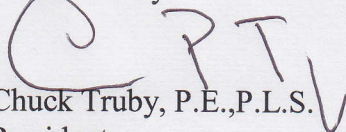
A notification letter dated and mailed May 23, 2014 was sent to 19 parties as supplied by the High Point Planning Department. The list of the parties to which it was mailed is attached. I also sent the letter to the President and Vice President of the Lake Point Homeowners' Association inviting them to the meeting since all the residents of North Point are not within 300' of the property. At the meeting we presented a site plan overlaid on an aerial showing the proposed new parking. On May 29, 2014 I emailed to all the attendees the City of High Point Conditional Zoning District Citizen Information Meetings information sheet and a written description of the planned project.

Chuck Truby opened the meeting with a statement describing the project, the reasons for the rezoning, a synopsis of the rezoning process, and encouraged the attendees to ask any questions or raise any concerns at this meeting. Al Powell explained to attendees the plans for the building and the long range plans for Heritage Home Group (HHG) and the desire to move their corporate headquarters from St. Louis to High Point. We then opened the meeting to questions from the attendees. The questions and comments are as follows:

-
1. Major concerns about the traffic on Eastchester. We explained that we were adding 130 parking spaces which would add a very minor percentage to the overall traffic on this road. That the employees would be educated and required to only enter the site by making right turn and to only leave the site by going right. That the schedules would be staggered so that the employees would not all come to or leave work at the same time.
 2. Asked questions about the buffer along northern property line. We stated that an evergreen screen would be constructed on the property line. That the plants would be 6.0' tall at planting to create a solid barrier between the properties. HHG would also install plantings on the North Point property to add additional screening. HHG would prepare a landscape plan to be reviewed and approved by the North Point Homeowners' Association.
 3. Asked about lighting. Stated the cut-off fixtures would be used and all lighting would be directed away from North Point. There would no lighting on the existing building.
 4. Asked about parking deck. Stated that HHG would add a zoning condition prohibiting a parking deck.
 5. Several neighbors stated that HHG had been a good neighbor over the years and keeps the property well maintained. HHG assured the neighbors that they would continue to do this.
 6. The neighbors requested that a right turn lane be installed into their property. HHG stated that they would assist North Point with the City of High Point to get High Point to look at installing a right turn lane for them. This would improve public safety as traffic has increased significantly since North Point was built.
 7. We were asked to send the neighbors a copy of the plan. The plan was emailed to those in attendance the following day.

There being no further questions the meeting was adjourned. Chuck Truby and Al Powell thanked everyone for their attendance.

Submitted By:


Chuck Truby, P.E., P.L.S.
President

Date: May 28, 2014

Attendees:

[illegible]



Engineering & Surveying, Inc.

May 23, 2014

Re: Proposed rezoning at 1925 Eastchester Drive

Dear Neighbor:

I represent Heritage Home Group, LLC who owns the existing building located at 1925 Eastchester Drive. The building has been used as a furniture show room since it was constructed in 1993. Heritage Home Group, LLC would like to convert the existing building to office space. This conversion will require approximately 130 additional parking spaces. In order to construct these spaces the property will have to be rezoned.

We have filed a rezoning application with the City of High Point from CU-PDL to CZ-GO-M. The proposed zoning is an office zoning district. As part of the rezoning process we are required to have a neighborhood meeting to share our plans. This informational meeting will be held at 1925 Eastchester Drive on Wednesday, May 28, 2014 at 6:00 P.M. I apologize for the short notice of this meeting but the City of High Point requires the meeting to occur at least 22 days before the P&Z meeting. If you are unable to attend this meeting, please feel free to contact me directly so that I can share our plans with you.

You will also be receiving a letter from the City of High Point notifying you of a P&Z meeting on Tuesday, June 24, 2014 at 6:00 pm in the High Point council chambers. This is a public hearing to discuss and vote on the proposed zoning. If you have any questions about the rezoning I encourage you to attend our informational meeting on May 28, 2014. I look forward to meeting you then.

Sincerely,
CPT Engineering and Surveying, Inc.

A handwritten signature in dark ink, appearing to read "CT", is written over the printed name and title of the sender.

Chuck Truby, P.E., P.L.S.
President

Public Services Department

Wm. Scott Cherry, P.E.
PUBLIC SERVICES CIVIL ENGINEER



MEMORANDUM

DATE: July 14, 2014

TO: Bob Morgan, Assistant City Manager

FROM: Terry L. Houk, Director of Public Services

A handwritten signature in blue ink, reading "Terry L. Houk".

Wm. Scott Cherry, Public Services Civil Engineer

A handwritten signature in blue ink, reading "Wm. Scott Cherry".

SUBJECT: Agenda Item –Supplemental Agreement for on call services for Davis Martin Powell

I respectfully request that the following be included for consideration on the next City Council Agenda:

Consideration and approval of Supplemental Agreement for bid number 17-121212 for Contract Administration and Resident Project Inspection for the construction of the Highway 66 Sewer and Phase II water.

Water (Contract II):	\$156,500.00
Sewer:	\$ 66,500.00

Please see attached service proposals from Davis Martin Powell.

Funding for this payment will be made from the following accounts:

Water (Contract II)	421779 - 533701 - 421131026320 – 40206
Sewer	421779 - 533701 - 421131026420 – 40206

If you have any questions, please contact me.

pc: JoAnne Carlyle, City Attorney
Jeff Moore, Finance Director
Tarinda Chappell, Purchasing Director
File

July 8, 2014

Re: City of High Point, NC
Highway 66 – Contract 2
Water System Improvements
Engineering Services Proposal for
CONA/RPR Services
DMP Project 120139 (BF)

Mr. Terry Houk
City of High Point
Public Services Department
PO Box 230
High Point, North Carolina 27261

Dear Terry,

Davis-Martin-Powell (DMP) is pleased to offer this Proposal for Engineering Services related to the construction phase of the Highway 66 Water System Improvements – Contract 2 project.

Understanding of the Project

DMP has recently completed construction plans for the reference project and has issued Contract Document for bidding. Bids will be received on June 25, 2014 and we anticipate being able to issue a Notice to Proceed by mid-August 2014. The Contract Period will run until June 1, 2015, resulting in an approximate construction time of 290 calendar days.

Scope of Services

Based upon our understanding of the project, DMP will provide the following services during the project:

Contract Administration Services (CONA):

- o Conduct the Pre-Construction Meeting, and prepare meeting minutes.
- o Review shop drawings and submittals from the contractor.
- o Review and respond to Requests for Information (RFI's) from the contractor.
- o Conduct monthly progress meetings and prepare meeting minutes.
- o Review change order requests.
- o Review monthly pay requests and forward to the City for approval.
- o Contract Closeout, to include attendance at final inspection, review of final contract documents, and Engineer's Certification of project completion to the appropriate agencies.
- o Record drawings will be prepared from the contractor's and/or field inspector's plan mark-ups. One (1) set of record drawings will be provided to the City. Other digital formats, such as scanned images, GIS or DWG can be provided if so desired.

Resident Project Representative Services (RPR):

- o Provide field observation of Contractor's work (average of 8 hours per day on-site)

Compensation

DMP will provide RPR Services based on our understanding of the project and the Scope of Work presented above. DMP will provide these services based on our On-Call Hourly Rates. An estimation of the fees for this project is provided below.

Phase Description	Estimated Fee
Contract Administration (CONA)	\$ 28,000.00
Resident Project Representative (RPR)	\$ 128,500.00
TOTAL	\$ 156,500.00

Additional Services

DMP has the capability to provide the following additional services, however at this time we have not included these services as part of our scope. If any of these services are desired or become a requirement of the project, additional fees will be negotiated.

- Increased field observation intensity (i.e. more than 40 hr/wk average, night/weekend, etc.)
- Construction layout staking for water improvements
- Subsurface geotechnical studies or materials testing services during construction
- 'As-Built' Field surveys

Any additional services would be performed at our standard rates and would not be incurred without your prior authorization.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions or need additional information, please do not hesitate to call.

Sincerely

DAVIS-MARTIN-POWELL & ASSOCIATES



Ben Palmer, PE

/bp

C: File

July 8, 2014

Re: City of High Point, NC
Highway 66 Sewer System Improvements
Engineering Services Proposal for
CONA/RPR Services
DMP Project 120138 (BF)

Mr. Terry Houk
City of High Point
Public Services Department
PO Box 230
High Point, North Carolina 27261

Dear Terry,

Davis-Martin-Powell (DMP) is pleased to offer this Proposal for Engineering Services related to the construction phase of the Highway 66 Sewer System Improvements project.

Understanding of the Project

DMP has recently completed construction plans for the reference project and has issued Contract Document for bidding. Bids will be received on June 25, 2014 and we anticipate being able to issue a Notice to Proceed by mid-August 2014. The Contract Period will run until June 1, 2015, resulting in an approximate construction time of 290 calendar days.

We understand that the City, via the Public Services Department, will provide resources for day-to-day field oversight (RPR Services) of construction work. DMP will provide periodic RPR services as necessary for general observation and addressing construction related questions.

Scope of Services

Based upon our understanding of the project, DMP will provide the following services during the project:

Contract Administration Services (CONA):

- o Conduct the Pre-Construction Meeting, and prepare meeting minutes.
- o Review shop drawings and submittals from the contractor.
- o Review and respond to Requests for Information (RFI's) from the contractor.
- o Conduct monthly progress meetings and prepare meeting minutes.
- o Review change order requests.
- o Review monthly pay requests and forward to the City for approval.
- o Contract Closeout, to include attendance at final inspection, review of final contract documents, and Engineer's Certification of project completion to the appropriate agencies.
- o Record drawings will be prepared from the contractor's and/or field inspector's plan mark-ups. One (1) set of record drawings will be provided to the City. Other digital formats, such as scanned images, GIS or DWG can be provided if so desired.

Resident Project Representative Services (RPR):

- o Provide field observation of Contractor's work (average of 8 hours per week on-site)

Compensation

DMP will provide RPR Services based on our understanding of the project and the Scope of Work presented above. DMP will provide these services based on our On-Call Hourly Rates. An estimation of the fees for this project is provided below.

Phase Description	Estimated Fee
Contract Administration (CONA)	\$ 32,000.00
Resident Project Representative (RPR)	\$ 34,500.00
TOTAL	\$ 66,500.00

Additional Services

DMP has the capability to provide the following additional services, however at this time we have not included these services as part of our scope. If any of these services are desired or become a requirement of the project, additional fees will be negotiated.

- Increased field observation intensity
- Construction layout staking for sewer improvements
- Subsurface geotechnical studies or materials testing services during construction
- 'As-Built' Field surveys

Any additional services would be performed at our standard rates and would not be incurred without your prior authorization.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions or need additional information, please do not hesitate to call.

Sincerely

DAVIS-MARTIN-POWELL & ASSOCIATES



Ben Palmer, PE

/bp

C: File

**DEPARTMENT OF PLANNING AND DEVELOPMENT
INSPECTION SERVICES DIVISION
HOUSING ENFORCEMENT**

ORDINANCE

REQUEST: Ordinance to Demolish

PROPERTY

ADDRESS: 1211 Vernon Place

OWNER: Basil N. Agapion

FIRST

INSPECTION:

1-30-2012

Summary of Major Violations

- 1) rotten roof system
- 2) cracked foundation walls
- 3) rotten floor system
- 4) various piers for floor support have crumbled
- 5) heating system has been removed
- 6) electrical wiring has been removed

HEARING

RESULTS:

2-16-2012

The owner did not appear for the hearing. During the hearing, the following findings of fact were established. There are numerous violations of the Minimum Housing Code. There are structural violations creating an unsafe dwelling. The dwelling is currently uninhabitable due to numerous Minimum Housing Code violations. In its present state necessary repairs to the dwelling exceed 50% of the current tax value. The Guilford County Tax value of the dwelling is \$9,100. The repair estimate is \$17,100.

ORDER(S)

ISSUED:

2-16-2012

Order to Repair or Demolish with a compliance date of 5-16-2012

APPEALS:

No appeals to date.

OWNER

ACTIONS:

There have been no permits issued and repairs have not started.

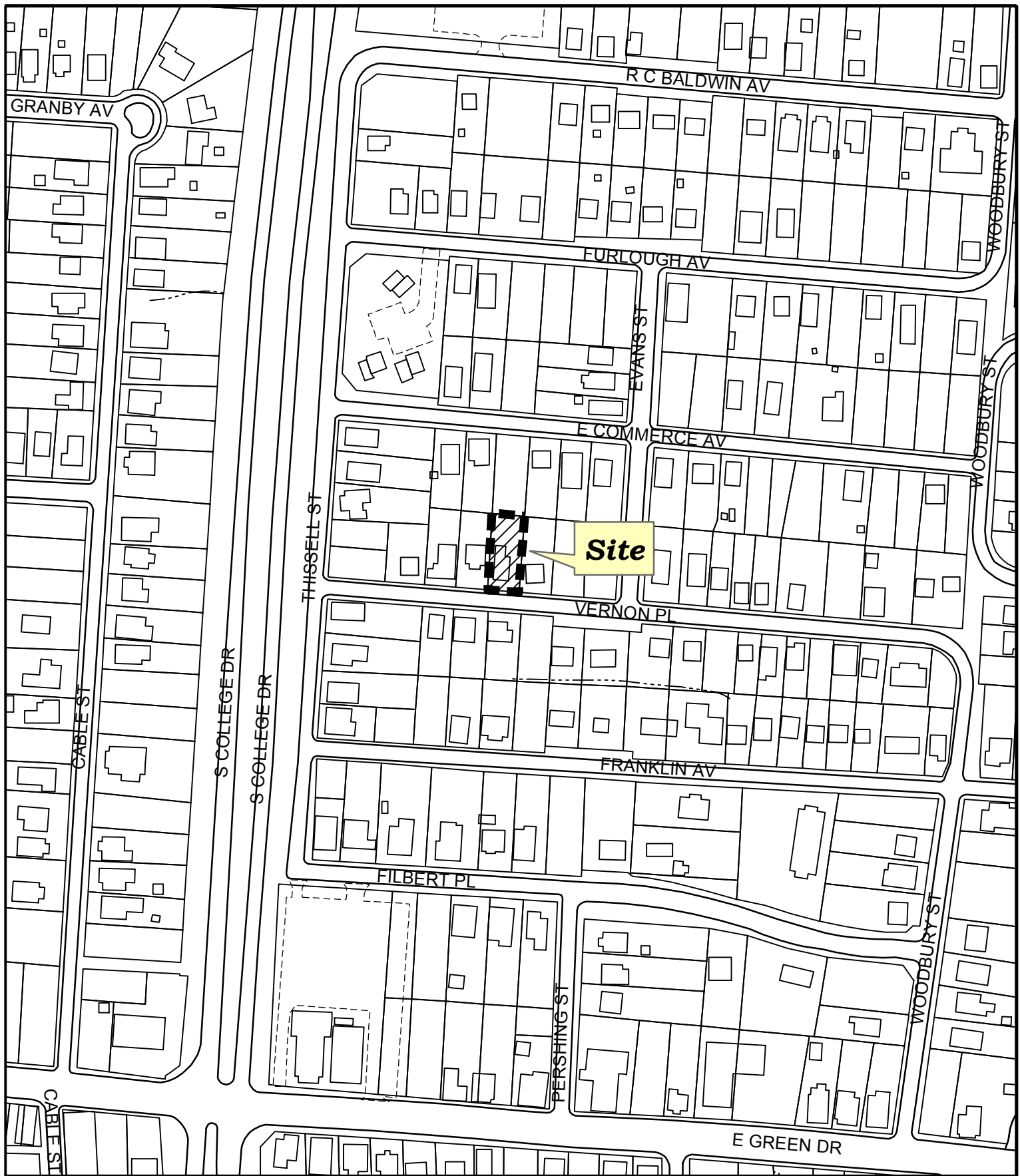
EXTENSIONS:

None requested by owner.

CURRENT

STATUS:

Conditions still exist.



1211 Vernon Place

Ordinance to Demolish



Location of subject property

Planning and Development
Department

City of High Point

Date: July 14, 2014



Scale: 1"=200'

y:/ba-pz/Inspections/
ord-demo.mxd

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

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

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

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

PROPERTY LOCATION

1211 Vernon Place
High Point, NC

OWNER (S)

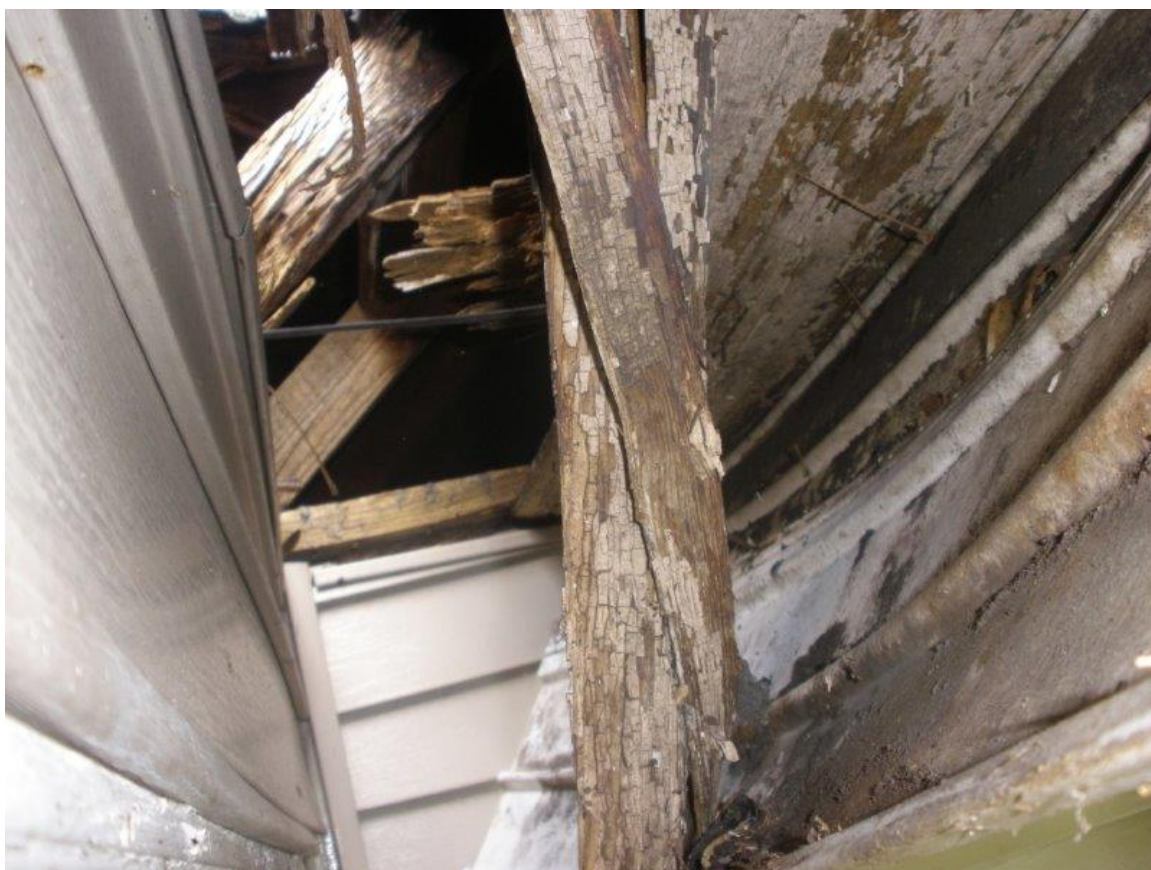
Basil Agapion
625 N Elm St
Greensboro, NC 27406

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

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

Adopted by City Council,
This the 21st day of July, 2014

Lisa B. Vierling, City Clerk



1211 Vernon Place



1211 Vernon Place

SPECIAL USE PERMIT 14-01
CITY OF HIGH POINT, NORTH CAROLINA
May 27, 2014.
(Submitted)

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

USE:

Six (6) high mast lighting fixtures, greater than 50 feet in height, within a Residential Single Family-7 (RS-7) District

CONDITIONS:

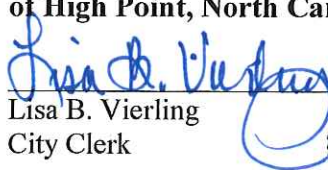
1. High mas lighting shall not exceed 60 feet in height and generally installed as depicted on the attached site plan (See exhibit #1).
2. To minimize the impact of lighting on adjacent residential property owners, a majority of the adjacent wooded areas north and east of the tennis courts shall be maintained as an undisturbed buffer area. The area north of the tennis courts, except for a 10-foot wide maintenance area immediately adjacent to the courts, shall remain as undisturbed. The area east of the greenway trail shall also remain as undisturbed. The property owner shall be permitted to remove unhealthy vegetation and vegetation that may pose a danger to occupants of the site. The property owner shall also be permitted to prune existing vegetation within the undisturbed area in order to maintain the health of the existing vegetation.

DESCRIPTION OF PROPERTY:

The property is located along the east side of McGuinn Drive, approximately 2,000 feet north of E. Lexington Avenue and also known as Guilford County tax parcel 0196943 (1920 McGuinn Drive - Andrews High School tennis courts).

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

The issuance of this Special Use Permit authorizes the filing of an application for a building permit, site plan, subdivision or other development approval as required by the Development Ordinance. **Special Use Permit 14-01** and the accompanying site plan were approved by the City Council of High Point, North Carolina on the 16th day of June, 2014.


Lisa B. Vierling
City Clerk



6-16-2014
Date



MY PROJECT
 Name: Andrews High School Tennis
 Location: High Point, NC

EQUIPMENT LAYOUT
INCLUDES:
 • Tennis 1-2
 • Tennis 3-4
 • Tennis 5-6
 • Tennis 7-8
 • Tennis 9-10

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.
Installation Requirements: Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

EQUIPMENT LIST FOR AREAS SHOWN

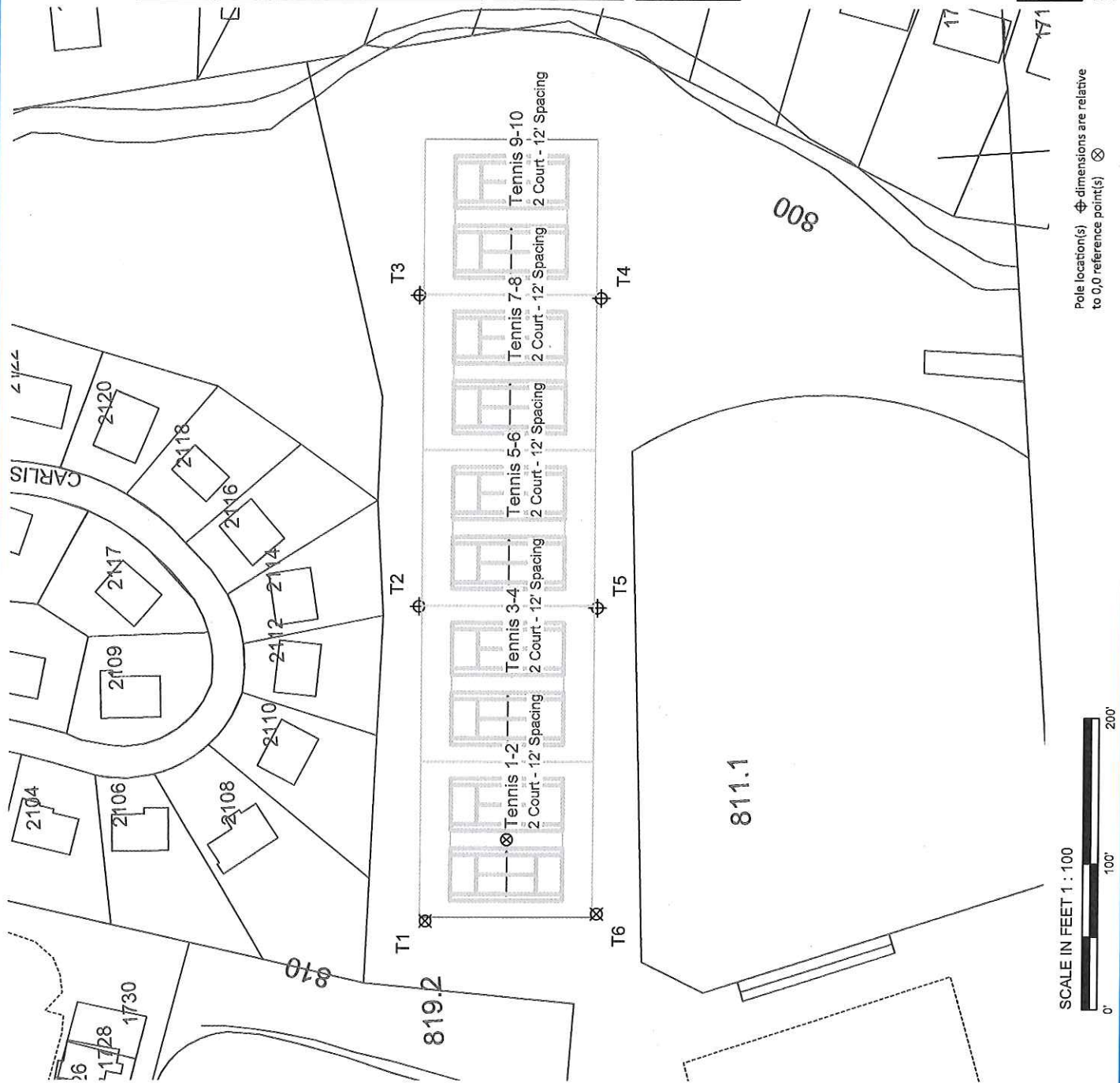
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LAMP TYPE	QTY / POLE
2	T1, T6	60'	-	60'	1500W MZ	5
2	T2, T5	60'	-2'	58'	1500W MZ	10
2	T3-T4	60'	-	60'	1500W MZ	10
6	TOTALS					50

SINGLE LUMINAIRE AMPERAGE DRAW CHART
 Ballast Specifications (L90 min power factor)

Line Amperage Per Luminaire (max draw)					
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)
1500 watt MZ	8.6	8.3	7.5	6.5	5.1
				4.7	3.7

ENGINEERED DESIGN
 By: Brad Vonk
 File # / Date: 163253C 06-Feb-14

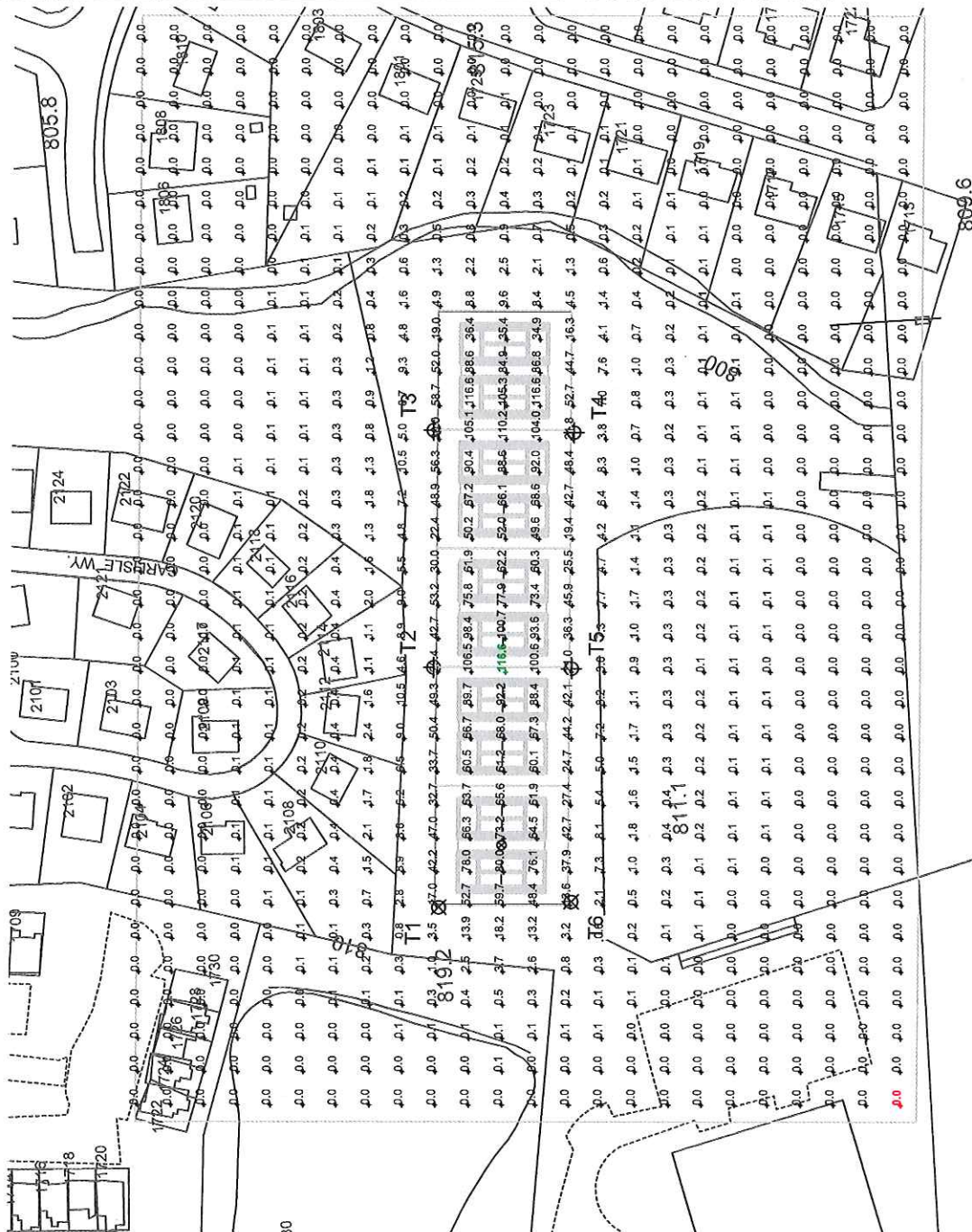
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EQUIPMENT LIST FOR AREAS SHOWN

Pole		Luminaires			
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	OTHER
2	T1, T6	60'	-	1500W MZ	5
2	T2, T5	60'	-2'	1500W MZ	10
2	T3-T4	60'	-6'	1500W MZ	10
6	TOTALS				50



MY PROJECT
Name: Andrews High School Tennis
Location: High Point, NC

GRID SUMMARY
Name: Spill Grid
Spacing: 30.0' x 30.0'
Height: 3.0' above grade

CONSTANT ILLUMINATION SUMMARY
Entire Grid
Scan Average: 7.43
Maximum: 117
Minimum: 0
Avg / Min: 2519.47
Max / Min: 39527.22
UG (adjacent pts): 9.51
CV: 2.84
No. of Points: 792

LUMINAIRE INFORMATION
Luminaire Type: Green Generation
Rated Lamp Life: 5,000 hours
Avg Lumens / Lamp: 134,000
Avg Lamp Tilt Factor: 1.000
No. of Luminaires: 50
Avg KW: 78.2 (85.0 max)

Guaranteed Performance: The CONSTANT ILLUMINATION described above is guaranteed for the rated life of the lamp.

Field Measurements: Illumination measured in accordance with IESNA LM-5-04 and CIBSE LG4. Individual values may vary. See the Warranty document for details.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

ENGINEERED DESIGN

By: Brad Vonk
File # / Date: 163253C

Pole location(s) ⊕ dimensions are relative to 0.0 reference point(s) ⊗

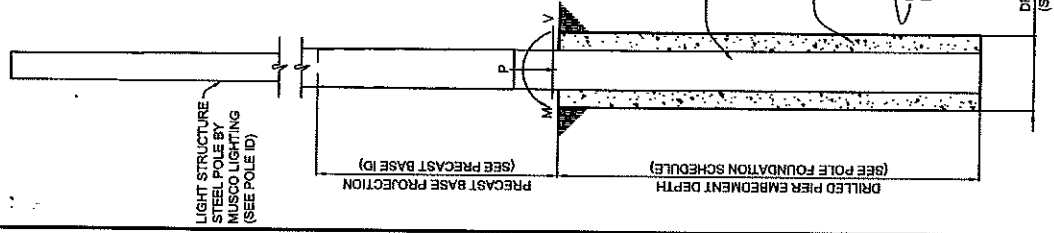
SCALE IN FEET 1 : 150



06-Feb-14

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ILLUMINATION SUMMARY



POLE FOUNDATION SCHEDULE

POLE DESIGNATION	FORCES				DRILLED PIER	
	MOMENT (M) FT-LBS	SHEAR (V) LBS	VERTICAL (P) LBS (↑)	DIAMETER INCHES	EMBEDMENT DEPTH	CONCRETE BACKFILL YD (±)
T1, T6	36,535	921	1,269	30	10'-0"	1.6
T2 - T5	52,816	1,220	1,331	30	12'-0"	1.8

1. WEIGHT OF POLE, FIXTURES AND ACCESSORIES.
2. MINIMUM CONCRETE BACKFILL VOLUME, SITE CONDITIONS MAY REQUIRE ADDITIONAL BACKFILL.

PRECAST BASE IDENTIFICATION

PRECAST BASE TYPE	PRECAST BASE WEIGHT	PRECAST BASE LENGTH	PROJECTION ABOVE GRADE	STANDARD EMBEDMENT	OUTSIDE DIAMETER
2B	1,690 LBS	17'-3"	7'-3"	10'-0"	12.00"
3B	2,470 LBS	20'-0"	8'-0"	12'-0"	13.38"

POLE IDENTIFICATION

POLE DESIGNATION	POLE TYPE	PRECAST BASE TYPE	FIXTURE CONFIGURATION (FIX PER XARM)	FIXTURE AND ACCESSORIES EPA (FT²)
T1, T6	LSS60A	2B	5 (3+2)	9.5
T2 - T5	LSS60B	3B	10 (3+3+2+2)	19.0

DESIGN NOTES

DESIGN PARAMETERS:
WIND: 90 MPH (EQP. C, 1 = 1.0) PER IBC CODE, 2009 EDITION (ASCE 7-05).
DESIGN WIND PARAMETERS ARE NOTED. ACTUAL WIND SPEED AND EXPOSURE MUST BE VERIFIED FOR THE SITE BY THE PROPER GOVERNING OFFICIAL.

GEOTECHNICAL PARAMETERS:
ALLOWABLE END BEARING SOIL PRESSURE: 1,500 PSF OR SKIN FRICTION: 250 PSF
ALLOWABLE LATERAL SOIL BEARING PRESSURE: 200 PSF/FT
IN ACCORDANCE WITH THE 2009 EDITION OF THE INTERNATIONAL BUILDING CODE, CHAPTER 18. SEE TABLE 1806.2, SOIL MATERIAL CLASS 5 & SECTION 1806.3.4.

DESIGN SOIL PARAMETERS ARE AS NOTED. ACTUAL ALLOWABLE SOIL PARAMETERS MUST BE VERIFIED ON SITE.

A GEOTECHNICAL ENGINEER OR REPRESENTATIVE OF IS RECOMMENDED (NOT REQUIRED) TO BE AVAILABLE AT THE TIME OF THE FOUNDATION INSTALLATION TO VERIFY THE SOIL DESIGN PARAMETERS AND TO PROVIDE ASSISTANCE IF ANY PROBLEMS ARISE IN FOUNDATION INSTALLATION.

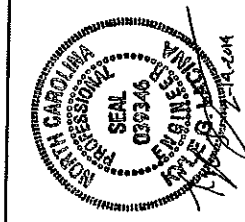
ENCOUNTERING SOIL FORMATIONS THAT WILL REQUIRE SPECIAL DESIGN CONSIDERATIONS OR EXCAVATION PROCEDURES MAY OCCUR. POLE FOUNDATIONS WILL NEED TO BE ANALYZED ACCORDING TO THE SOIL CONDITIONS THAT EXIST. IF ANY DISCREPANCIES OR INCONSISTENCIES ARISE, NOTIFY THE ENGINEER OF SUCH DISCREPANCIES. FOUNDATIONS WILL THEN BE REVISED ACCORDINGLY. REVISIONS WILL BE ANALYZED PER RECOMMENDATIONS DIRECTED BY A REGISTERED ENGINEER.

ALL EXCAVATIONS MUST BE FREE OF LOOSE SOIL AND DEBRIS PRIOR TO FOUNDATION INSTALLATION AND CONCRETE BACKFILL PLACEMENT. TEMPORARY CASINGS OR DRILLERS SLURRY MAY BE USED TO STABILIZE THE EXCAVATION DURING INSTALLATION. CASINGS MUST BE REMOVED DURING CONCRETE BACKFILL PLACEMENT. CONCRETE BACKFILL MUST BE PLACED WITH A TIE WHEN SLURRY OR WATER IS PRESENT WITHIN THE EXCAVATION OR WHEN THE FREE DROP EXCEEDS 6'-0".

CONTRACTOR MUST BE FAMILIAR WITH THE COMPLETE SOIL INVESTIGATION REPORT AND BORINGS, AND CONTACT THE GEOTECHNICAL FIRM (IF NECESSARY) TO UNDERSTAND THE SOIL CONDITIONS AND THE POSSIBILITY OF GROUND WATER PUMPING AND EXCAVATION STABILIZATION OR BRACING DURING PRECAST BASE INSTALLATION AND PLACEMENT OF CONCRETE BACKFILL.

CONCRETE:
CONCRETE SHALL BE AIR-ENTRAINED AND HAVE A MINIMUM COMPRESSIVE DESIGN STRENGTH AT 28 DAYS OF 3,000 PSI. 3,000 PSI CONCRETE SPECIFIED FOR EARLY POLE ERECTION. ACTUAL REQUIRED MINIMUM ALLOWABLE CONCRETE STRENGTH IS 1,000 PSI. ALL PIERS AND CONCRETE BACKFILL MUST BEAR ON AND AGAINST FIRM UNDISTURBED SOIL.

GENERAL NOTES:
FIXTURES MUST BE LOCATED TO MAINTAIN 10'-0" MINIMUM HORIZONTAL CLEARANCE FROM ANY OBSTRUCTION. ENGINEER MUST BE NOTIFIED IF FOUNDATIONS ARE NEAR ANY RETAINING WALLS OR WITHIN / NEAR ANY SLOPES STEEPER THAN 3:1. TV, POLES, FIXTURES, PRECAST BASES, ELECTRICAL ITEMS AND INSTALLATION PER MUSCO LIGHTING.

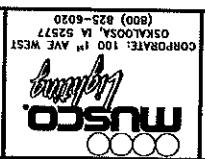


I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF NORTH CAROLINA.

KYLE G. LACINA - NO. 39346
LICENSE RENEWAL DATE: DECEMBER 31, 2013
IOWA SE, PC - NO. C-2938

DRAWING NO. COVERED BY THIS SEAL: C1

ANDREWS
HS TE
COURT LIGHTING
HIGH POINT, NC



IOWA SE, PC
114 NICHOLAS DRIVE
MARSHALLTOWN, IOWA 50158
PHONE NUMBER: 641-792-6334
EMAIL: MSL.INFO@SEPC.BIZ

DRAWING TITLE: POLE AND FOUNDATION
SCALE: SEE PLAN
NOTES: SCAN #169253C
PROJECT NUMBER: 163253
DATE: 14 FEBRUARY 2014
DRAWING NUMBER: C1
OF ONE

POLE FOUNDATION ELEV.
SCALE: NOT TO SCALE

PLANNING AND ZONING COMMISSION RECOMMENDATION

On June 24, 2014, a public hearing was held before the Planning and Zoning Commission regarding the request described below. All members of the Commission were present except for Ms. Stone and Mr. McKenzie.

BRC Whites Mill, LLC

Land Use Plan Amendment Case 14-03

A request by BRC Whites Mill, LLC and the City of High Point Planning & Development Department to change the Land Use Map Classification for approximately 3.5 acres from Office to a Community/Regional Commercial classification. The site is lying west of Eastchester Drive and to the north and south of Ramsay Street.

&

BRC Whites Mill, LLC

Zoning Case 14-06

A request by BRC Whites Mill, LLC to rezone approximately 2.5 acres from a Conditional Use General Office High-Intensity (CU GO-H) District to a Conditional Zoning Limited Business (CZ-LB) District. The site is lying at the southwest corner of Eastchester Drive and Ramsay Street (*2513 Eastchester Drive*).

Mr. Andy Piper and Mr. Herbert Shannon presented these applications and recommended approval as outlined in the staff report.

Speaking on behalf of the request was the applicant's attorney, Mr. Charlie Melvin 300 N. Greene Street, Greensboro and Mr. Jim Girdich, 5826 Samet Drive, representing BRC Whites Mill, LLC. These speakers provided an overview of the project and outlined the results of several meetings they held with the home owners association (HOA) officials of the abutting Sutton Place subdivision.

Speaking in opposition to the request was Mr. Jacob Boles, 3704 Sutton Way. He expressed concerns with the allowance of outdoor activities on the zoning site and noise impact from drive-thru uses, restaurants with outdoor seating and noise from speakers or amplified music. He requested no drive-thru uses and no outdoor activities be permitted.

Commission members asked the applicant to address these concerns. Mr. Melvin highlighted the conditions the applicant has offered to mitigate noise impact, consisting of providing a 50-foot wide landscaped planting yard where existing vegetation will be preserved, fencing and requiring outdoor uses to be setback 100 to 165 feet from the single family subdivision. In conclusion, Mr. Melvin stated that some of the requests Mr. Boles made are difficult for City officials to enforce and so were not included in the Conditional Zoning Ordinance. Therefore, BRC Whites Mill LLC will be entering into a separate agreement with the Sutton Place HOA, stating that it will address outdoor activities as part of the lease agreement with future tenants.

The Planning & Zoning Commission recommended approval of Land Use Plan Amendment Case 14-03, as recommended by staff, by a vote of 6-0.

The Planning & Zoning Commission recommended approval of Zoning Case 14-06, as recommended by staff, by a vote of 6-0. The Commission desired that it be noted to City Council that there will be a separate agreement between the applicant and the Sutton Place HOA pertaining to the outdoor activities of future tenants.

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

**STAFF REPORT
LAND USE PLAN AMENDMENT CASE 14-03, AND ZONING CASE 14-06
June 24, 2014**

Requests		
Applicant: BRC Whites Mill, LLC and City of High Point	Owner: BRC Whites Mill, LLC	
LUPA Proposal: To change the future land use designation for approximately 3.5 acres	From:	Office
	To:	Community/Regional Commercial
Zoning Proposal: To rezone approximately 2.5 acres	From:	CU GO-H Conditional Use General Office High-Intensity District
	To:	CZ-LB Conditional Zoning Limited Business District

Site Information		
Location:	The property is lying along the west side of Eastchester Drive at the intersection of Ramsay Street.	
Tax Parcel Numbers:	Plan Amendment	Zoning Request
	Guilford County tax parcels 0196568 & 69 (portion)	Guilford County tax parcel 0196568
Site Acreage:	Plan Amendment	Zoning Request
	Approximately 3.5 acres	Approximately 2.5 acres
Current Land Use:	Plan Amendment	Zoning Request
	Undeveloped parcel and a church	Undeveloped parcel
Physical Characteristics:	There are no unique physical features on the site.	
Water and Sewer Proximity:	An 8-inch and 16-inch City water line lie adjacent to the site along Ramsey Street and Eastchester Drive, respectively. Also, a 8-inch sanitary sewer line lies adjacent to the site in both Ramsey Street and Eastchester Drive.	
General Drainage and Watershed:	The site drains in a northwesterly direction and development is subject to the Oak Hollow Lake Watershed Critical Area (WCA) requirements. Engineered stormwater treatment measures are required for development with a total impervious surface area greater than 24%. For the zoning site, the total impervious surface area is limited to 35% in Tier 3 and 50% in Tier 4.	
Overlay District(s):	Eastchester Scenic Corridor Overlay District Oak Hollow Lake Watershed Critical Area (WCA) Tiers 3.	

Adjacent Property Zoning and Current Land Use			
North:	RS-15	Residential Single Family-15 District	Religious Institution
South:	CU RS-7	Conditional Use Residential Single Family-7 District	Single family dwellings
East:	CU HB	Conditional Use Highway Business	Various retail and service uses (<i>across Eastchester Dr.</i>)
West:	CU GO-M	Conditional Use General Office Moderate Intensity	Multifamily development (apartment complex)

Adjacent Land Use Designations	
North:	Community/Regional Commercial
South:	Low Density Residential
East:	Community/Regional Commercial
West:	Medium Density Residential

Purpose of Existing and Proposed Land Use Designations	
Existing Designation:	Office: This classification includes professional, personal and business service uses.
Proposed Designation:	Community/Regional Commercial: This classification includes a wider range of retail or service uses intended to serve the entire community and nearby regional customers.

Relevant Land Use Policies and Related Zoning & LUPA History	
Community Growth Vision Statement	<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 an Office land use designation. This classification includes professional, personal and business service uses.
Land Use Plan Goals, Objectives & Policies:	The following objective of the Land Use Plan is 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(s):	Eastchester Drive Corridor Plan – Phase II The plan recommends the majority of the area fronting Eastchester Drive between Lassiter Drive and Penny Road be designated for office development, but with commercial clusters located at major intersections including at Eastchester Drive and Wendover Avenue/Skeet Club Road. The plan also recommends adopting appearance guidelines to maintain a high aesthetic quality along the corridor, and makes several transportation related recommendations, such as limiting access points on Eastchester Drive, for example, by requiring properties on corner lots to take access only from the side street.
Zoning History:	The subject site was part of a 23-acre zoning map amendment in 2006 that established the current CU-GO-H District zoning on the Eastchester

	Drive frontage and CU GO-M District zoning to the west where the existing multifamily development has been constructed.
LUPA History:	The existing Office land use designation has been in place since 1992.

Transportation Information					
Adjacent Streets:	Name		Classification		Approx. Frontage
	Ramsay Street		Local		245 feet
	Eastchester Drive		Major Thoroughfare		435 feet
Vehicular Access:	Access will only be from Ramsay Street.				
Traffic Counts: (Average Daily Trips)	Ramsay Street Eastchester Drive			no counts 43,000 (NCDOT 2011 Counts)	
Estimated Trip Generation:					
Traffic Impact Analysis:	Required			Comment	
	<u>Yes</u>		<u>No</u> X	None	
Pedestrian Access:	Development of the site is subject to the sidewalk requirements of the Development Ordinance.				

School District Comment
Not applicable to this zoning case.

Details of Proposal

- General Overview:
In 2006, the same applicant was granted approval to rezone 23 acres, including this zoning site, to a GO-M and GO-H zoning district. The Eastchester Drive frontage is still undeveloped. The rear 20 acres was developed as a multifamily residential use. Due to the proximity of adjacent commercial uses to the north and to the east, the applicant has submitted this Land Use Map Amendment and Zoning Map Amendment request to allow commercial use of this parcel.
- Summary of Land Use Plan Amendment Request:
The applicant requests a change in the land use plan designation from Office to Community/Regional Commercial to accommodate their commercial zoning request. If approved, that action would leave a remnant of Office designation to the north of the site on a portion of the church property across Ramsay Street. Therefore, staff is amending the request to include this small area should the land use plan amendment be approved.
- Summary of Zoning Request:
The land area associated with this case is a situated between commercial uses to the north and a residential subdivision to the south. The current office zoning on the property is intended to buffer the residential development from higher intensity commercial uses. To allow the development of some commercial uses, the applicant is requesting to rezone this

parcel to a Limited Business (LB) District. The LB District is primarily intended to accommodate moderate intensity shopping and services close to residential areas. To mitigate the impact of changing the zoning from office to commercial, the applicant has included a Conditional Zoning Ordinance that provides the following development restrictions:

- The majority of the conditions from the existing zoning approval in 2006 are carried forward to ensure development will be consistent with the long-standing development policies of the Eastchester Scenic Corridor Overlay District and to ensure compatibility with the abutting Sutton Place residential development.
- Several of the higher intensity retail uses of the LB District have been prohibited.
- Restaurants with drive-thru service windows & menu boards and other uses with drive-thru service windows will have a minimum separation distance from the abutting residential subdivision.
- As permitted by Section 9-3-13 b&d of the Development Ordinance, the applicant is requesting to allow a less restrictive landscaping standard. Instead of a 30-foot wide planting yard, they have proposed a 20-foot wide planting yard along the western property line (next to apartment complex), which the applicant also owns.

Staff Analysis

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

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 relevant land use policies for this site dates back to the mid-1980s when the original Eastchester/NC 68 Corridor Plan envisioned the this segment of the corridor as an appropriate location for high quality office development, which was reaffirmed by an update of the plan in 1994. The Office land use designation for this site was first adopted in the 1992 Land Use Plan and carried forward in the 2000 Land Use Plan. However, the Eastchester Drive Corridor Plan also identified the intersection of Eastchester Drive and Wendover Avenue as being suitable for mixed use development, including a wide range of commercial and service uses alongside high-density residential uses. The Land Use Plan amendment proposed in conjunction with this rezoning request would expand this commercial node further down Eastchester Drive.

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;
	<u>Staff Comments:</u> The Eastchester Corridor Plan recommends appearance guidelines, primarily through the establishment of the Eastchester Scenic Corridor Overlay District, which is still in effect today. This is reinforced by policies in the Land Use Plan related to maintaining the appearance of gateway corridors, including landscaping buffers adjacent to lower intensity uses. In addition, the corridor plan has several policies related to limiting vehicular access to Eastchester Drive to prevent the disruption of traffic. Overall, the conditions proposed with this zoning application are consistent with these adopted policies and will ensure development will be compatible with the surrounding area.
<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.;
	<u>Staff Comments:</u> The combination of the requirements of the Development Ordinance, requirement of the Eastchester Scenic Corridor Overlay District and conditions offered by the applicant will effectively mitigate negative impacts that LB District uses may have on adjacent property owners. Key components include: ➤ Limiting vehicular access to Ramsay Drive. ➤ Increasing the required planting yard next to the Sutton Place residential development from 30 feet to 50 feet, and requiring the preservation of mature vegetation within 25 feet of the residential development. ➤ Requiring the highest planting rate (Type A) to be installed next to the residential development. ➤ Doubling the minimum lot size to 30,000 square feet to encourage a larger unified commercial development.
<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 has previously been graded to facilitate future development. However, within 25 feet of the Sutton Place subdivision all existing vegetation is to be preserved.
<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;
	<u>Staff Comments:</u> The site is within an area currently served by City of High Point utilities and municipal services and the request has no known impacts on municipal services.

<u>Factor #5</u>	Minimizes or effectively mitigates any identified adverse effect on the use, enjoyment or value of adjacent properties.
	<u>Staff Comments:</u> ❖ Conditions offered by the applicant prohibiting the higher intensity commercial uses and restricting the location of drive-thru service windows will ensure development will be compatible with surrounding uses. ❖ The requested reduction in width of the planting yard along the site's western boundary from 30 feet to 20 feet will not result in a reduction of plant materials. And, the multifamily development is in the same ownership as the rezoning site.

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:

Over the past 25 years, this area has transformed into a larger commercial area serving the region.

Development Patterns:

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

Staff Comments:

The zoning site is near a major commercial node that was established at the intersection of Eastchester Drive and Skeet Club Road and would be increased as a result of the zoning request. The LB District is a less intensive commercial zoning district than the area's other commercial districts (HB and SC) and the higher intensity uses of the LB District are prohibited, which assist in compatibility with the adjacent residential development.

Reasonableness/Public Interest:

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

In this case, staff suggests that the approval of the applicant's request is reasonable and in the public interest because: 1) Subject to approval of the associated Land Use Plan Amendment, the request will be consistent with the City's Land Use Plan; 2) The request provides landscaped buffers and transitional uses between low and high-intensity land uses as supported by Objective #11 of the Land Use Plan; and 3) Conditions offered by the applicant ensures compatibility with the surrounding area.

Recommendation

1. Land Use Plan Amendment Case 14-03:

Staff Recommends Approval:

Staff recommends approval of the request to change the future land use designation from Office to Community Commercial, based on conditions offered in the associated Conditional Zoning application. The change is consistent with the goals and objectives of the Land Use Plan and with the policies outlined in the Eastchester Corridor Plan.

2. Zoning Case 14-06:

Staff Recommends Approval

As addressed in the Staff Analysis section of this report, conditions offered by the applicant address objectives of the Eastchester Corridor Overlay District and the Land Use Plan, and will ensure that development of the zoning site will be compatible with adjacent uses. Subject to approval of Land Use Plan Amendment, the Planning & Development Department recommends approval of the request to rezone 2.5 acres to the CZ-LB District.

Required Action

Planning and Zoning Commission:

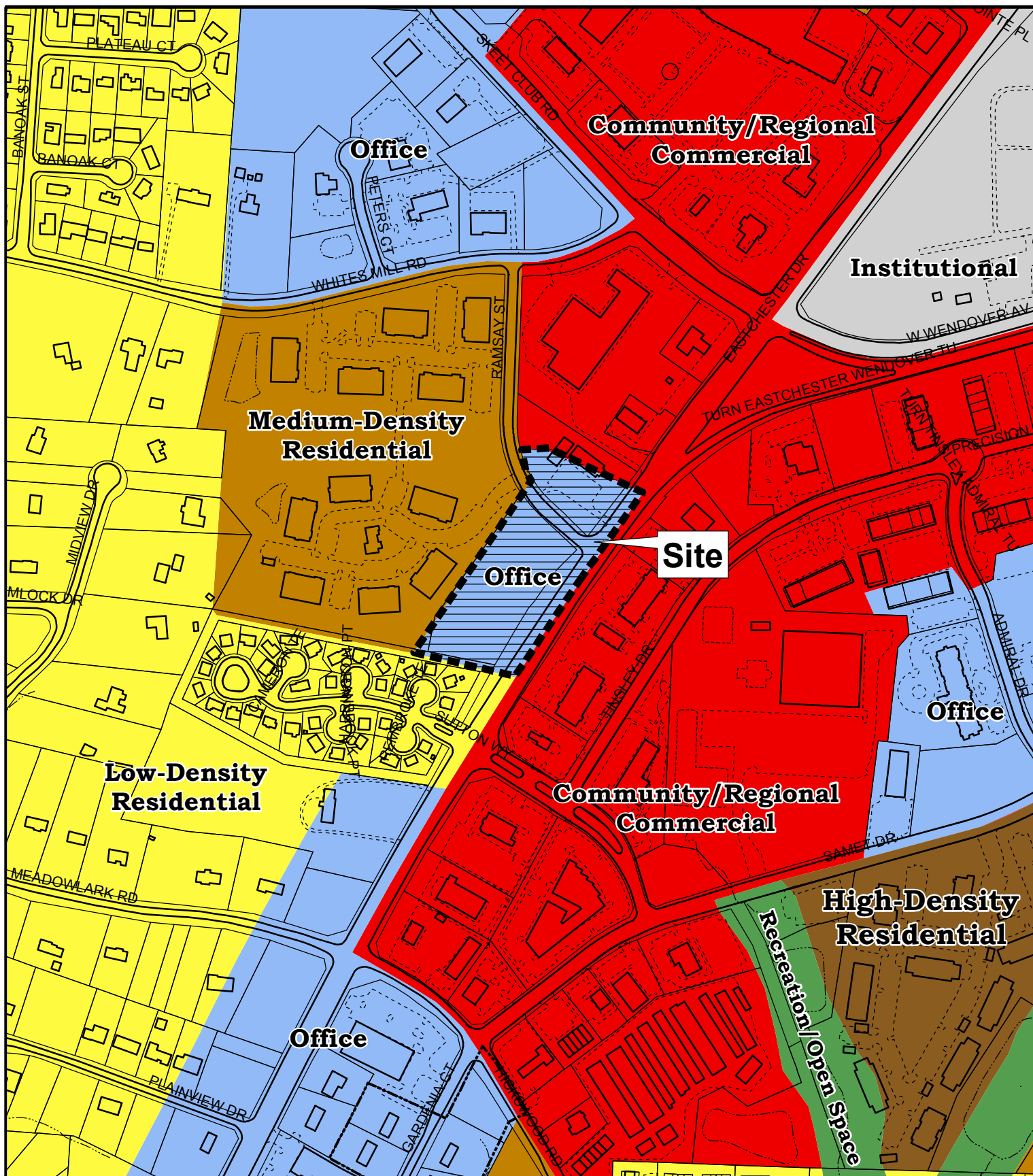
The NC General Statutes require that the Planning and Zoning Commission place in the official record a statement of consistency with the City's adopted plans when making its recommendation. This may be accomplished by adopting the statements in the Staff Analysis section of this report or by adopting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



LAND USE PLAN AMENDMENT 14-03

Request: From: Office

To: Local Convenience Commercial

Existing Land Use Plan

Subject Property Boundary



**Planning & Development
Department**

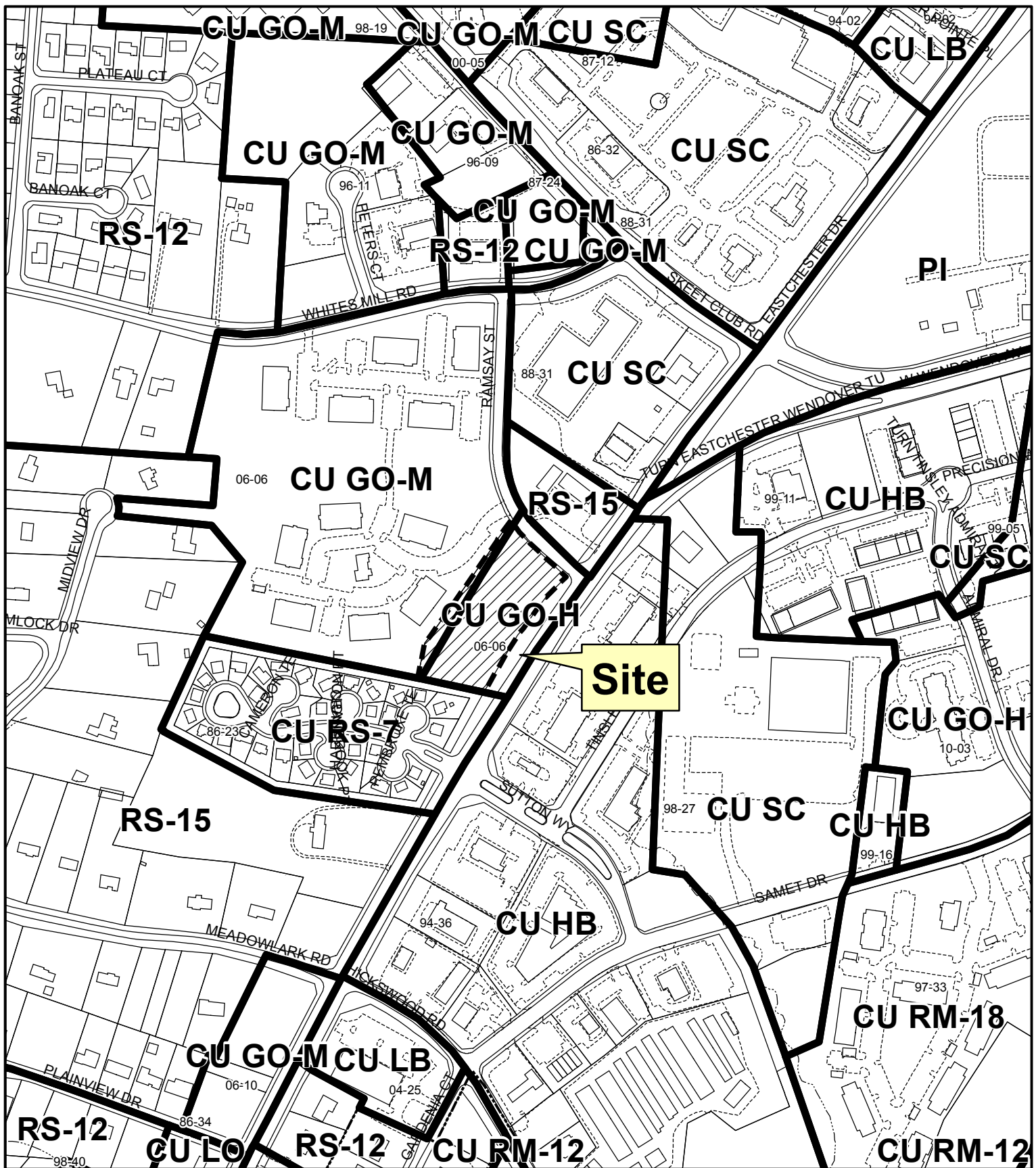
City of High Point

Date: June 10, 2014



Scale: 1"=400'

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2014\pz\z14-06lu.mxd



ZONING CASE 14-06

**From: Conditional Use General Office-High and
Conditional Use General Office-Moderate**

To: Conditional Zoning Limited Business

Existing Zoning Boundary

Subject Property Boundary

**Planning & Development
Department**

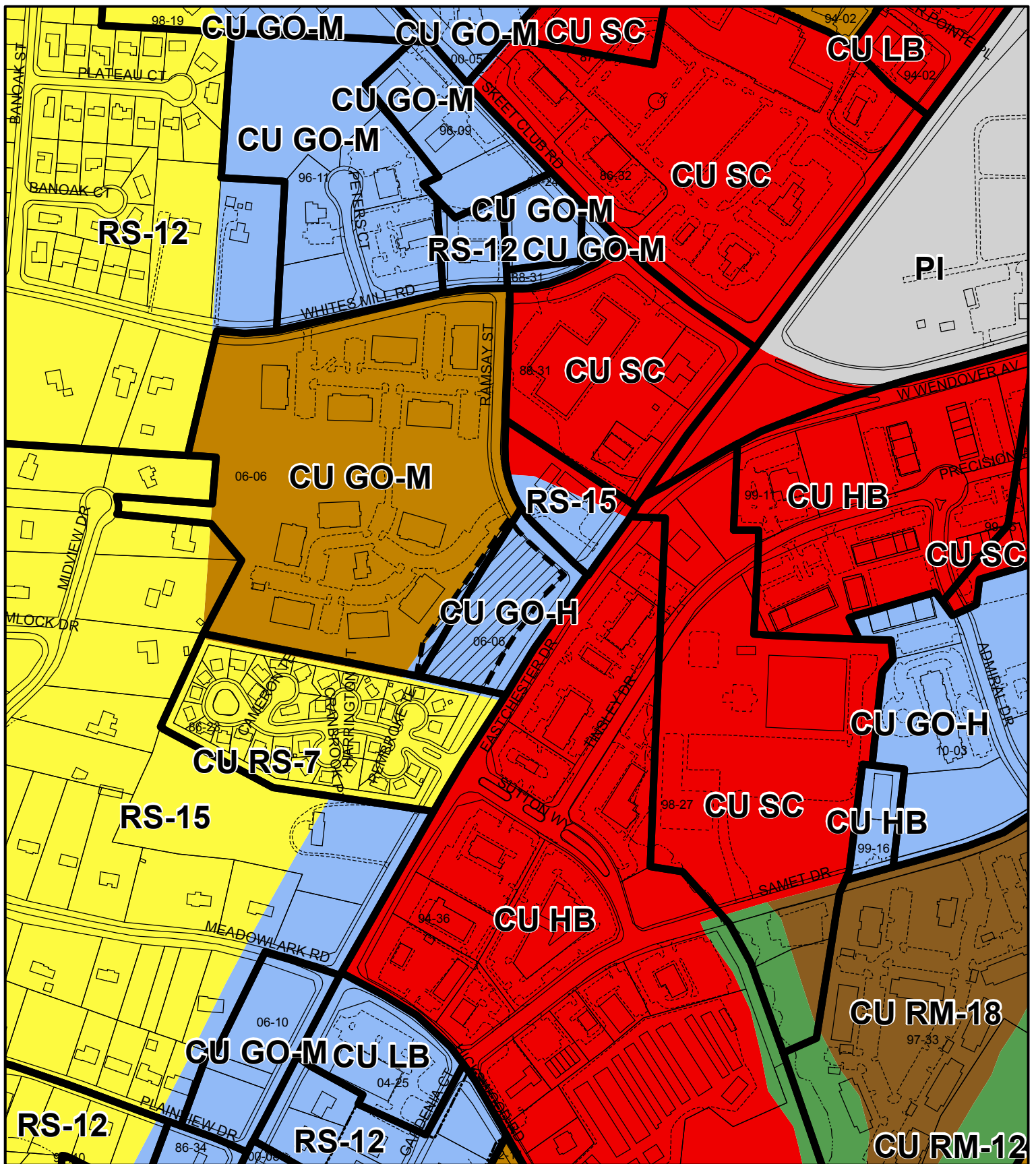
City of High Point

Date: June 10, 2014



Scale: 1"=400'

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2014\pz\14-06.mxd



ZONING CASE 14-06

Land Use Plan

 Low-Density Residential	 Office
 Medium-Density Residential	 Community/Regional Commercial
 High-Density Residential	 Institutional
	 Recreation/Open Space

Planning & Development
Department

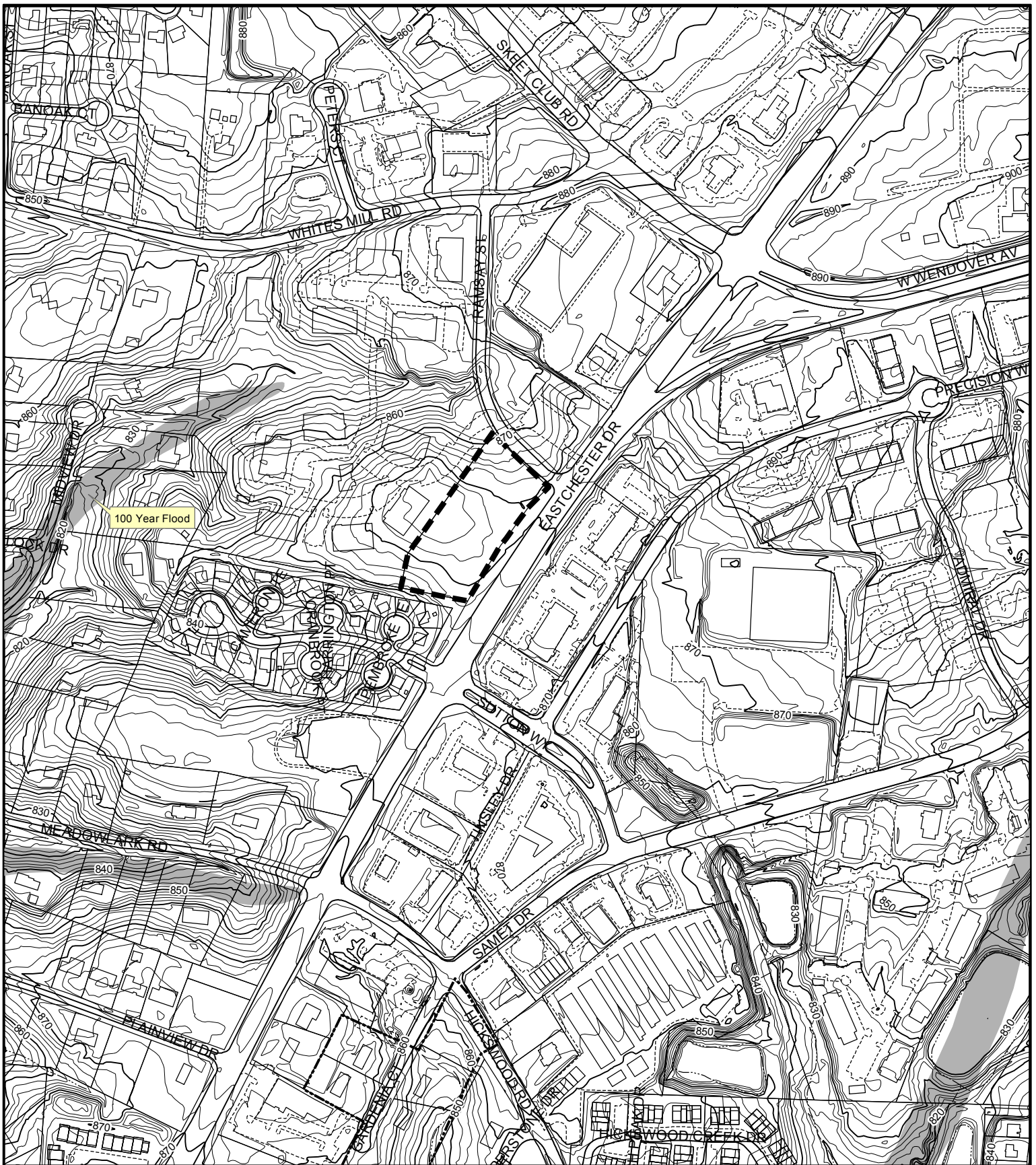
City of High Point

Date: June 16, 2014



Scale: 1"=400'

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2014\pz\z14-06clu.mxd



ZONING CASE 14-06

Topography

Subject Property Boundary - - - - -

Planning & Development
Department

City of High Point

Date: June 16, 2014



Scale: 1"=300'

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2014\pz\z14-06topo.mxd

ZONING CASE 14-06



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 June 24, 2014 and before the City Council of the City of High Point on July 21, 2014 regarding **Zoning Case 14-06** 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 June 15, 2014, for the Planning and Zoning Commission public hearing and on July 9, 2014 and July 16, 2014, for the City Council public hearing pursuant to Chapter 160A-364 of the General Statutes of North Carolina; and

WHEREAS, the proposed amendment was adopted by the City Council of the City of High Point on _____.

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

SECTION 1

That the Official Zoning Map of the City of High Point be amended to establish the following described area as: A **Conditional Zoning Limited Business (CZ-LB) District.** The property is approximately 2.5 acres lying at the southwest corner of Eastchester Drive and Ramsay Street (2513 Eastchester Drive). The property is also known as Guilford County Tax Parcel 0196568.

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. Permitted Uses.

Any of the land uses allowed in the Limited Business (LB) District, and their customary accessory uses, shall be permitted subject to the development and dimensional requirements of the LB District and the specific conditions listed in this ordinance.

B. Restricted Uses.

1. Drive thru service window(s) and menu board(s) associated with any restaurant with a drive-thru shall not be located within one-hundred and sixty-five (165) feet of the southern property line of the zoning site.

2. Drive thru service window(s) and menu board(s) associated with all other permitted uses shall not be located within one-hundred (100) feet of the southern property line of the zoning site.

C. Prohibited Uses:

The following LB District land uses shall be prohibited

1. All agricultural uses
2. All residential uses
3. Accessory Uses and Structures
 - a. Caretaker Dwellings
 - b. Disabled Motor Vehicles
 - c. Swimming Pools
4. Recreational Uses
 - a. Athletic Fields
 - b. Billiard Parlors
 - c. Bingo Games
 - d. Clubs or Lodges
 - e. Coin Operated Amusements
 - f. Fortune Tellers, Astrologers
 - g. Golf Courses, Miniature
 - h. Public Parks
 - i. Public Recreation Facilities
5. Educational and Institutional Uses
 - a. Ambulance Services
 - b. Cemeteries/Mausoleums
 - c. Day Care Centers, Adult (29 or less)
 - d. Day Care Centers, Adult (30 or more)
 - e. Day Care Centers, Child (29 or less)
 - f. Day Care Centers, Child (30 or more)
 - g. Fire Stations
 - h. Government Offices
 - i. Police Stations, Neighborhood
 - j. School Administration Facilities
6. Business, Professional and Personal Services Uses
 - a. Laundromats, Coin-Operated
 - b. Laundry or Dry Cleaning Plants
 - c. Tourist Homes (Bed & Breakfast)
7. Retail Trade Uses
 - a. Pawn Shop
 - b. Service Stations, Gasoline
 - c. Video Tape Rental and Sales

8. Transportation, Warehousing and Utilities Uses
 - a. Communication Towers (exceeding height limits of zoning district)
 - b. Demolition Debris Landfills, Minor
 - c. Utility Service Facilities
9. Other Uses
 - a. High Mast Outdoor Lighting > 50' in ht.

Part II. CONDITIONS:

A. Development & Dimensional Standards and Architectural Design Standards for the entire zoning site:

1. The following development standards shall apply to any development upon the zoning site:
 - a. Architectural Standards
 - i. Development shall be in compliance with the Eastchester Drive Corridor Architectural Design Standards, and shall be subject to review and approval by the Planning & Development Director prior to construction.
 - ii. Metal and vertical sided buildings shall be prohibited.
 - iii. No roof or accent roof lighting shall be permitted on the exterior of the building(s).
 - iv. No neon or LED or similar accent lighting shall be permitted on the exterior of the building(s).
 - v. The use of high intensity metallic or fluorescent colors as the primary building color on any façade is prohibited.
 - b. Lot size

All lots with frontage on Eastchester Drive shall have a minimum lot area of 30,000 square feet and a minimum lot width of 120 feet.
 - c. Signage:

Neon signs shall not be permitted.
 - d. Freestanding Lighting Fixtures:

All freestanding site lighting shall be oriented inwards towards the buildings and related parking areas on the property.

B. Landscaping, Buffers and Screening.

1. Western Property Boundary: A minimum twenty (20) foot wide Type B Planting Yard shall be installed along the western property lines of the rezoning site.
2. Southern Property Boundary (Abutting the Sutton Place subdivision):
 - a. A minimum fifty (50) foot wide Type A Planting Yard shall be installed along the southern boundary of the zoning site. All existing trees and

vegetation shall be preserved within twenty-five (25) feet of the southern property line. Minimum installation size for Canopy trees within this planting yard shall be 2-½ to 3 inches in caliper. Minimum installation size for Understory trees within this planting yard shall be 1-½ to 2 inches in caliper. A minimum of 50% of the planting materials shall consist of evergreen varieties, to provide enhanced year-round screening.

- b. The property owner shall be permitted to remove unhealthy vegetation and vegetation that may pose a danger to the public or occupants of the rezoning site. The property owner shall also be permitted to prune existing vegetation within the planting yard area in order to maintain the health of the existing vegetation.
- c. Minimal encroachment into this fifty (50) foot wide planting yard may be permitted as necessary for approved utility extensions, stormwater or erosion control devices as approved by the City's Technical Review Committee. A protection plan, which also includes the limits of disturbance, shall be required to be submitted for approval with the site grading and landscape plans that details the measures to be used to protect this buffer area and its vegetation from damage during construction.
- d. A six (6) foot high solid opaque fence shall be installed and maintained within the full length of the fifty (50) foot wide planting yard along the southern property boundary of the zoning site. This fencing shall tie into the existing fence located near the northeastern corner of the Sutton Place Subdivision.

D. Transportation Conditions.

1. Vehicular Access:

- a. One point of access (full movement) shall be permitted to Ramsey Street
- b. No access shall be permitted to Eastchester Drive.

2. Pedestrian Access:

Sidewalks shall be installed along the Eastchester Drive and Ramsay Street frontage of the zoning site.

3. The Director of Transportation and the NCDOT shall approve all construction and improvements.

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6.

This ordinance shall become effective upon the date of adoption.

_____ day of _____, 2014.

Lisa B. Vierling, City Clerk

Citizens Information Meeting Report

Zoning Case 14-06

Submitted by: Jim Grdich, on behalf of
Blue Ridge Companies



May 29, 2014

An Amendment to the City of High Point Zoning and Land Use Plan, Case 06-14

Applicant: BRC Whites Mill, LLC

Case Description:

A request by BRC Whites Mill, LLC to rezone a 2.849 acre parcel located at 2513 Eastchester Drive from General Office High Intensity (GO-H) to Conditional Zoning Limited Business (CZ-LB) and amend the Land Use Plan to accommodate Local Convenience Commercial at this location. This property is located directly in front of Alexandria Place Apartment along Eastchester Drive.

Report of Citizen Information Meeting:

A Citizen Information Meeting was held at the Alexandria Park Apartments Leasing Office, 3519 Ramsey Street, on the evening of May 28, 2014. Eight neighbors, all from Sutton Place, attended this meeting (see Sign-In sheet Attachment (1)). Blue Ridge Companies (BRC) was represented by Jim Grdich, VP of Development for BRC.

A notification letter was mailed May 21st to all of the neighbors within a 300' radius of the rezoning site and all Sutton Place homeowners. The names and address for the mailing list was provided by the City of High Point. Each of the notification letters included a copy of the required statement letter entitled "City of High Point Conditional Zoning District Citizen Information Meeting", a color rendering of the proposed building elevation, and a location map. A copy of this letter with its enclosures and the mailing list are included in Attachment (2) and (3) respectively.

Several informational handouts were provided. These handouts included: (1) a written description of the rezoning request, (2) a GO-H Zoning District description, (3) a LB zoning District description, and (4) a copy proposed conditions and restrictions. A copy of each of these documents is included in Attachment (4).

The meeting opened with a statement of purpose for the meeting. A 24"x36" mounted presentation board of the proposed site plan and the proposed building elevation were displayed.

Questions and comments from those in attendance included:

1. How will the proposed development be screened from Sutton Place? Residents prefer a 6' high solid fence. It was described that a landscape buffer would also be provided.
2. Will the existing buffer vegetation stay?
3. How far are the proposed building and site improvements from the Sutton Place southern property line? We referred to the site plan a scaled the distance.
4. Where is the access point and how is the parking arranged? How does the internal vehicular circulation work? We described that the access will be from Ramsey Street.
5. Will the exiting sidewalk along Eastchester remain? We told them that this sidewalk would remain.

The Positive Impact People

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6. A number of concerns were voiced regarding the proposed outdoor dining area located at the south end of the proposed building, i.e., noise (loud patrons, music, TV), smoke, alcohol sales, outdoor games and events. A general consensus was that indoor dining is acceptable on the south end and that an outdoor dining area is acceptable at the North end of the proposed building.
7. The Sutton Place neighborhood would like for the City to provide a pedestrian sidewalk in front of their neighborhood along Eastchester Drive to allow them an easier walk to the proposed retail center.
8. A request was made to remove the abandoned driveway located on the property. This will be removed during the site work.
9. Maintenance of the undisturbed buffer. We told them we would look into this.

Each of the above items was discussed and each of the HOA Board Members and the residents present seemed to express an interest in working with us.

In addition, one telephone call was received from Mr. Hawthorne. Mr. Hawthorne stated that a previous verbal agreement made by BRC to participate in asphalt repairs and resurfacing within Sutton Place was not followed up on. Two of the Sutton Place HOA Board Members present at the meeting clarified that this previous agreement was more of a discussion and a statement that BRC would provide any leftover asphalt for the Sutton Place homeowners to use to patch potholes occurring in their private drives.

It was stated that this case will be on the June 24th P & Z Commission meeting agenda. I thanked those in attendance for coming and the meeting was adjourned at 6:45 PM.

Respectfully submitted,

Jim Grdich
VP Development
Blue Ridge Companies

The Positive Impact People

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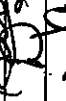
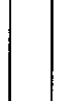
Attachment (1)

BRC Whites Mill, LLC

Community Meeting - Rezoning of 2.849 acres located at 2513 Eastchester Drive

28-May-14

Meeting held at Alexandria Park Apartments, 3515

	Name	Address	City/State/Zip	Contact #	Signature
1	Terry/Betty Wood	3733 Pembroke Terrace	HP NC 27265		
2	DAN REFAH	3707 CAMERON	HP NC 27265		
3	Jamie Bean	3707 CAMERON Terrace	HP NC 27265		
4	Melissa & Chris Thompson	3708 Sutton Way	HP NC 27265		
5	Cupin Taber	3705 Sutton Way	HP NC 27265		
6	Marcia Hawthorne	3722 Cranbrook Pt	HP NC 27265		
7	16141 BRUNN	3728 Pembroke Terrace	HP NC 27265	812-3630	
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May 21, 2014

Dear Property Owner:

Blue Ridge Companies (BRC) invites you to a citizen information meeting on Wednesday May 28th to discuss our recent request to the City of High Point for a Zoning Map Amendment and Land Use Map change for a 2.489 acre parcel located at 2513 Eastchester Drive (see attached map). This meeting will be held at our Alexandria Park Apartments Leasing Office located at 3519 Ramsey Street. This meeting will start at 5:30 PM and should last no more than one hour.

In 2006 BRC obtained a Zoning Map Amendment of this same 2.489 acres to a General Office-High Intensity District (GO-H). Since that time, BRC has been actively marketing this property, but have been unable to secure any GO-H users.

The proposed zoning change to Limited Business (LB) would allow us to actively pursue a broader list of users that serve a local convenience commercial market. We have excluded a number of the allowable LB District uses in our application and will share and discuss our application with you at the meeting.

Please find enclosed our proposed building elevation for your information and review. With the limitations of uses and the significant buffer areas and landscape requirements, we feel the proposed development is compatible with the area and will provide local residents a walkable option to several retail and service oriented businesses.

Also enclosed is a required statement provided by the City of High Point Planning & Development Department outlining the purpose of the citizen information meeting and zoning process.

Please plan to attend this informal meeting. We welcome your comments and look forward to meeting you. If you would like to contact me to discuss this change please call me at 336-889-1512 or email me at jgrdich@blueridgecompanies.com.

Sincerely,

Jim Grdich
VP of Development
Blue Ridge Companies

The Positive Impact People

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LIMITED BUSINESS (LB) DISTRICT

Purpose and Intent:

The LB, Limited Business District is primarily intended to accommodate moderate intensity shopping and services close to residential areas. The district is established to provide locations for businesses which serve nearby neighborhoods. The district is typically located near the intersection of collectors or thoroughfares in areas which are otherwise developed with residences.

Additional Requirements:

1. No more than fifty thousand (50,000) square feet of gross floor area per use shall be permitted on a lot.
2. No more than one hundred thousand (100,000) square feet of gross floor area shall be permitted per development.
3. Outside storage shall be restricted to an area within twenty (20) feet of the principal building or structure and shall not encroach into any required planting yard.

Permitted Uses:

AGRICULTURAL USES

Agricultural Production (crops)
Animal Services (other) *D*
Forestry

RESIDENTIAL USES

Shelters, Temporary *D [AOD]*

ACCESSORY USES AND STRUCTURES (See Section 9-4-13 for additional requirements for accessory structures)-

Accessory Uses and Structures (customary)
Caretaker Dwellings *D [AOD]*
Communication Towers (exceeding height limits of zoning district) *S*
Communication Towers (not exceeding height limits of zoning district) *D*
Disabled Motor Vehicles *D*
Satellite Dishes/TV and Radio Antennae (Accessory) *D*
Swimming Pools *D*

RECREATIONAL USES

Athletic Fields
Billiard Parlors
Bingo Games
Clubs or Lodges
Coin Operated Amusements
Dance Schools
Fortune Tellers, Astrologers
Golf Courses, Miniature
Martial Arts Instructional Schools
Physical Fitness Centers
Public Parks *D*
Public Recreation Facilities *D*
Sports Instructional Schools
Sports & Recreation Clubs, Indoor

EDUCATIONAL AND INSTITUTIONAL USES

Ambulance Services
Cemeteries/Mausoleums *D*
Churches *[AOD]*
Day Care Centers, Adult (29 or less) *D [AOD]*
Day Care Centers, Adult (30 or more) *D [AOD]*
Day Care Centers, Child (29 or less) *D [AOD]*
Day Care Centers, Child (30 or more) *D [AOD]*
Fire Stations
Government Offices
Libraries *[AOD]*
Museums or Art Galleries *[AOD]*
Police Stations, Neighborhood
Post Offices
School Administration Facilities

BUSINESS, PROFESSIONAL, & PERSONAL SERVICES

Accounting, Auditing, or Bookkeeping
Administrative or Management Services
Advertising Agencies or Representatives
Banks, Savings & Loans, or Credit Unions *D*
Barber Shops
Beauty Shops
Clothing Alterations or Repairs
Computer Maintenance and Repairs
Computer Rental & Leasing
Computer Services
Economic, Socio., or Educational Research
Employment Agencies, Personnel Agencies
Engineering, Architect, or Survey Services
Equipment Rental & Leasing (no outside storage) *[WCA]*
Equipment Repairs, Light *[WCA]* *D*
Finance or Loan Offices
Insurance Agencies (no on-site claims insp.)
Insurance Agencies (carriers/on-site claims)
Kennels or Pet Grooming Services *D*

Continued - Business, Professional, & Personal Services

Laundromats, Coin-Operated
Laundry or Dry Cleaning Plants *[WCA]* *D*
Laundry or Dry Cleaning Substations
Law Offices
Medical, Dental or Related Offices
Medical or Dental Laboratories
Medical Equipment Rental and Leasing
Noncommercial Research Organizations
Office Uses Not Otherwise Classified
Photocopying and Duplicating Services
Photography, Commercial
Photography Studios
Real Estate Offices
Rehabilitation or Counseling Services
Shoe Repair or Shoeshine Shops
Stock, Security or Commodity Brokers
Tanning Salons
Tourist Homes (Bed & Breakfast) *D*
Travel Agencies
Veterinary Services (Other) *D*
Vocational, Business or Secretarial Schools
Watch or Jewelry Repair Shops
Wireless Communication Business

RETAIL TRADE

Antique Stores and Used Merchandise Stores *D*
Arts & Crafts
Bakeries
Book Stores
Bulky Item Outdoor Display *D*
Camera Stores
Candy Stores
Caterers *D*
Clothing, Shoe and Accessory Stores
Computer Sales
Convenience Stores (with gasoline pumps) *[WCA]*
Convenience Stores (without gasoline pumps)
Dairy Products Stores
Department, Variety or Gen Merchandise Stores
Drug Stores
Fabric or Piece Goods Stores
Floor Covering, Drapery or Upholstery
Florists
Food Stores
Furniture Sales
Gift or Card Shops

Continued – Retail Trade

Hardware Stores
Hobby Shops
Home Furnishings, Miscellaneous
Jewelry Stores
Luggage or Leather Goods Stores
Miscellaneous Retail Sales
Musical Instrument Sales
Newsstands
Office Machine Sales
Optical Goods Sales
Paint and Wallpaper Sales
Pawn Shop
Pet Stores
Record and Tape Stores
Restaurants (with drive-thru)
Restaurants (no drive-thru) and Banquet Hall *D*
Restaurants (serving mixed alcoholic bev) *D*
Service Stations, Gasoline *[WCA]*
Sporting Goods Stores
Stationery Stores
Television, Radio or Electronic Sales
Tobacco Stores
Video Tape Rental and Sales

TRANSPORTATION, WAREHOUSING AND UTILITIES

Communication Towers (exceeding height limits of zoning district) *S*
Communication Towers (not exceeding height limits of zoning district) *D*
Demolition Debris Landfills, Minor *[WCA]* *D*
Utility Lines and Related Appurtenances:

- Distribution Poles, Transmission Poles & Towers
- Other

Utility Service Facilities *D*

OTHER USES

Automotive Parking (subj. to Sec. 9-5-6)
High Mast Outdoor Lighting > 50' in ht. *D*

Temporary Construction, Storage or Offices; Real Estate Sales or Rental Offices (with concurrent building permit for permanent building)

Temporary Events, including but not limited to: (Refer to Section 9-3-3(f))

- Arts and Crafts Shows

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 June 24, 2014 and before the City Council of the City of High Point on July 21, 2014 regarding **Zoning Case 14-06** 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 June 15, 2014, for the Planning and Zoning Commission public hearing and on July 9, 2014 and July 16, 2014, for the City Council public hearing pursuant to Chapter 160A-364 of the General Statutes of North Carolina; and

WHEREAS, the proposed amendment was adopted by the City Council of the City of High Point on **July 21, 2014**.

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

SECTION 1

That the Official Zoning Map of the City of High Point be amended to establish the following described area as: A **Conditional Zoning Limited Business (CZ-LB) District**. The property is approximately 2.5 acres lying at the southwest corner of Eastchester Drive and Ramsay Street (2513 Eastchester Drive). The property is also known as Guilford County Tax Parcel 0196568.

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. **Permitted Uses.**

Any of the land uses allowed in the Limited Business (LB) District, and their customary accessory uses, shall be permitted subject to the development and dimensional requirements of the LB District and the specific conditions listed in this ordinance.

B. **Restricted Uses.**

1. Drive thru service window(s) and menu board(s) associated with any restaurant with a drive-thru shall not be located within one-hundred and sixth-five (165) feet of the southern property line of the zoning site.

2. Drive thru service window(s) and menu board(s) associated with all other permitted uses shall not be located within one-hundred (100) feet of the southern property line of the zoning site.

C. Prohibited Uses:

The following LB District land uses shall be prohibited

1. All agricultural uses
2. All residential uses
3. Accessory Uses and Structures
 - a. Caretaker Dwellings
 - b. Disabled Motor Vehicles
 - c. Swimming Pools
4. Recreational Uses
 - a. Athletic Fields
 - b. Billiard Parlors
 - c. Bingo Games
 - d. Clubs or Lodges
 - e. Coin Operated Amusements
 - f. Fortune Tellers, Astrologers
 - g. Golf Courses, Miniature
 - h. Public Parks
 - i. Public Recreation Facilities
5. Educational and Institutional Uses
 - a. Ambulance Services
 - b. Cemeteries/Mausoleums
 - c. Day Care Centers, Adult (29 or less)
 - d. Day Care Centers, Adult (30 or more)
 - e. Day Care Centers, Child (29 or less)
 - f. Day Care Centers, Child (30 or more)
 - g. Fire Stations
 - h. Government Offices
 - i. Police Stations, Neighborhood
 - j. School Administration Facilities
6. Business, Professional and Personal Services Uses
 - a. Laundromats, Coin-Operated
 - b. Laundry or Dry Cleaning Plants
 - c. Tourist Homes (Bed & Breakfast)
7. Retail Trade Uses
 - a. Pawn Shop
 - b. Service Stations, Gasoline
 - c. Video Tape Rental and Sales

8. Transportation, Warehousing and Utilities Uses
 - a. Communication Towers (exceeding height limits of zoning district)
 - b. Demolition Debris Landfills, Minor
 - c. Utility Service Facilities
9. Other Uses
 - a. High Mast Outdoor Lighting > 50' in ht.

Part II. CONDITIONS:

A. Development & Dimensional Standards and Architectural Design Standards for the entire zoning site:

1. The following development standards shall apply to any development upon the zoning site:
 - a. Architectural Standards
 - i. Development shall be in compliance with the Eastchester Drive Corridor Architectural Design Standards, and shall be subject to review and approval by the Planning & Development Director prior to construction.
 - ii. Metal and vertical sided buildings shall be prohibited.
 - iii. No roof or accent roof lighting shall be permitted on the exterior of the building(s).
 - iv. No neon or LED or similar accent lighting shall be permitted on the exterior of the building(s).
 - v. The use of high intensity metallic or fluorescent colors as the primary building color on any façade is prohibited.
 - b. Lot size

All lots with frontage on Eastchester Drive shall have a minimum lot area of 30,000 square feet and a minimum lot width of 120 feet.
 - c. Signage:

Neon signs shall not be permitted.
 - d. Freestanding Lighting Fixtures:

All freestanding site lighting shall be oriented inwards towards the buildings and related parking areas on the property.

B. Landscaping, Buffers and Screening.

1. Western Property Boundary: A minimum twenty (20) foot wide Type B Planting Yard shall be installed along the western property lines of the rezoning site.

2. Southern Property Boundary (Abutting the Sutton Place subdivision):

- a. A minimum fifty (50) foot wide Type A Planting Yard shall be installed along the southern boundary of the zoning site. All existing trees and vegetation shall be preserved within twenty-five (25) feet of the southern property line. Minimum installation size for Canopy trees within this planting yard shall be 2-½ to 3 inches in caliper. Minimum installation size for Understory trees within this planting yard shall be 1-½ to 2 inches in caliper. A minimum of 50% of the planting materials shall consist of evergreen varieties, to provide enhanced year-round screening.
- b. The property owner shall be permitted to remove unhealthy vegetation and vegetation that may pose a danger to the public or occupants of the rezoning site. The property owner shall also be permitted to prune existing vegetation within the planting yard area in order to maintain the health of the existing vegetation.
- c. Minimal encroachment into this fifty (50) foot wide planting yard may be permitted as necessary for approved utility extensions, stormwater or erosion control devices as approved by the City's Technical Review Committee. A protection plan, which also includes the limits of disturbance, shall be required to be submitted for approval with the site grading and landscape plans that details the measures to be used to protect this buffer area and its vegetation from damage during construction.
- d. A six (6) foot high solid opaque fence shall be installed and maintained within the full length of the fifty (50) foot wide planting yard along the southern property boundary of the zoning site. This fencing shall tie into the existing fence located near the northeastern corner of the Sutton Place Subdivision.

D. Transportation Conditions.

1. Vehicular Access:

- a. One point of access (full movement) shall be permitted to Ramsey Street
- b. No access shall be permitted to Eastchester Drive.

2. Pedestrian Access:

Sidewalks shall be installed along the Eastchester Drive and Ramsay Street frontage of the zoning site.

3. The Director of Transportation and the NCDOT shall approve all construction and improvements.

SECTION 3

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

SECTION 4

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

SECTION 5

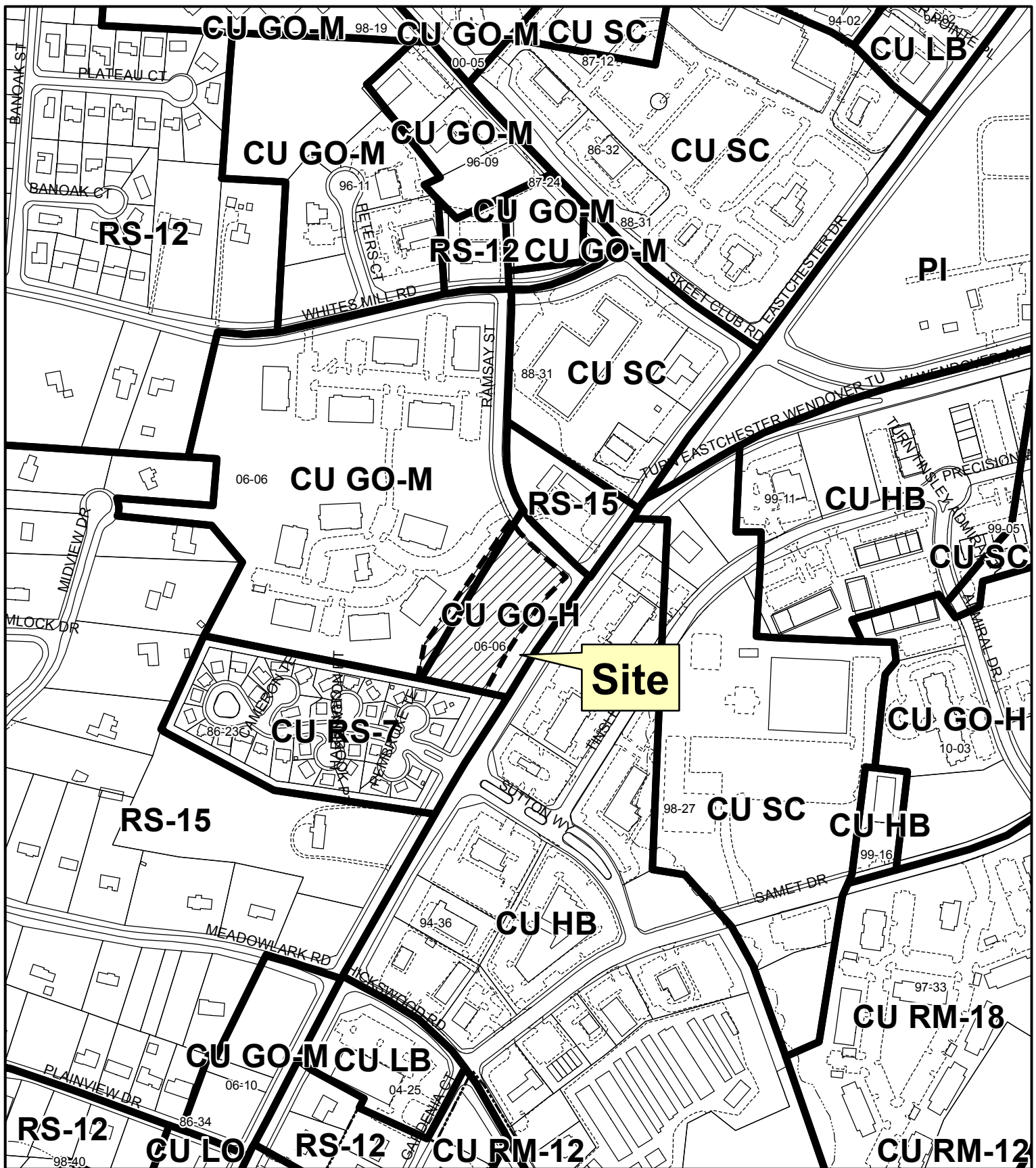
That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 6.

This ordinance shall become effective upon the date of adoption.

21st day of July, 2014.

Lisa B. Vierling, City Clerk



ZONING CASE 14-06

From: Conditional Use General Office-High and
Conditional Use General Office-Moderate

To: Conditional Zoning Limited Business

Existing Zoning Boundary

Subject Property Boundary

**Planning & Development
Department**

City of High Point

Date: June 10, 2014



Scale: 1"=400'

G:/Planning/Secure/ba-pz/
2014/pz/14-06.mxd

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

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 June 24, 2014 and before the City Council of the City of High Point on July 21, 2014 regarding **Amendment to Zoning Case 12-06** 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 June 15, 2014, for the Planning and Zoning Commission public hearing and on July 9, 2014 and July 16, 2014, for the City Council public hearing pursuant to Chapter 160A-364 of the General Statutes of North Carolina; and

WHEREAS, the proposed amendment was adopted by the City Council of the City of High Point on **July 21, 2014**.

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

SECTION 1

That the Official Zoning Map of the City of High Point be amended to establish the following described area as: **Conditional Zoning Public & Institutional (CZ-PI) District**. The property is approximately 11.24 acres and is lying along the west side of N. College Drive, between Montlieu Avenue and Boundary Avenue. The property is also known as Guilford County Tax Parcel 0183270, 0183279 thru 88.

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:

Permitted Uses: Only the following land uses allowed in the Public & Institutional (PI) District shall be permitted, subject to the development and dimensional requirements of the PI District and the specific conditions listed in this Conditional Zoning Ordinance:

- a. Colleges or Universities (SIC 8220).
- b. Accessory Uses and Structures (customary)

Part II. CONDITIONS:

A. Development and Dimensional Requirements.

1. Lot Combination: All parcels of the rezoning site shall be combined into one lot prior to development and re-subdivision.
2. Welcome Center in Montlieu Avenue (private drive):
A minimum of seven (7) vehicular stacking spaces, per dimensional standards of Table 5-6-2 of the Development Ordinance, shall be provided as measured from the N. College Drive curb line (*See Exhibit A “North College Entry Plan”*).
3. Within fifty (50) feet of the exterior perimeter of the zoning site mechanical or electrical equipment, dumpsters or other such similar building appurtenances shall be screened from view, at a height of six (6) feet above ground level, as seen from the centerline of any adjacent public street. Existing or newly planted vegetation, opaque fences, masonry walls, other structures or combination thereof may be used to achieve an effective screen.
4. Within 100-feet of the N. College Drive and Boundary Avenue right-of-way(s), loading areas for a building shall not be located on any side of a building that faces these road right-of ways.
5. Lighting:
Lighting shall be directed inwards towards the interior of the zoning site to minimize lighting spill-off/glare upon abutting residential property

B. Landscaping, Buffers and Screening.

1. Along the Boundary Avenue frontage of the zoning site, where land area on opposite side of public street adjacent to the zoning site has a residential zoning designation, the street planting yard standards shall be increased from 8-foot width to a minimum width of 15 feet, and the planting rate for understory trees shall be increased from none to a minimum of 4 per 100 linear feet, and 33 evergreen shrubs per 100 linear feet. Additionally, these shrubs shall be a locally adapted species expected to reach a minimum height of thirty (30) inches within three years of planting.
2. Where parking is located within 50-feet of the Boundary Avenue right-of-way, that row of parking spaces nearest to Boundary Avenue shall be:
 - i. a minimum of 3-feet lower than the Boundary Avenue right of way; or
 - ii. a minimum 3-foot high landscaped berm shall be installed next to that row of parking spaces; or

- iii. subject to approval of the Planning & Development Director, additional evergreen landscaping shall be installed to screen vehicles in the parking lot.

The intent is to provide a low-level screening of the off-street parking area near Boundary Avenue. A combination of all three of the above noted screening techniques may be incorporated to achieve the low-level screening of the parking lot .

- 3. Opaque fencing shall not be installed along the Boundary Street frontage of the site.

C. Transportation Conditions.

1. Vehicular Access

Boundary Avenue: Access to Boundary Avenue shall only be permitted at the former Meadowbrook Boulevard intersection. This portion of Meadowbrook Boulevard was abandoned by the City of High Point in September 2013 (Street Abandonment Case 13-11; City of High Point Resolution 1331 / 13-56 and Recorded in Book 7545 Page 2281 at the Guilford County Register of Deeds Office).

- 2. Improvements: The property owner shall install a southbound right turn lane at the intersection of N. College Drive and Boundary Avenue. This improvement shall be installed in conjunction with expansion of development south of the stream.
- 3. The City of High Point Director of Transportation shall approve the exact location and design of the access points and turn lane. In addition, the Director of Transportation and the North Carolina Department of Transportation (NCDOT), if applicable, shall approve all construction and improvements.

SECTION 3

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

SECTION 4

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

SECTION 5

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

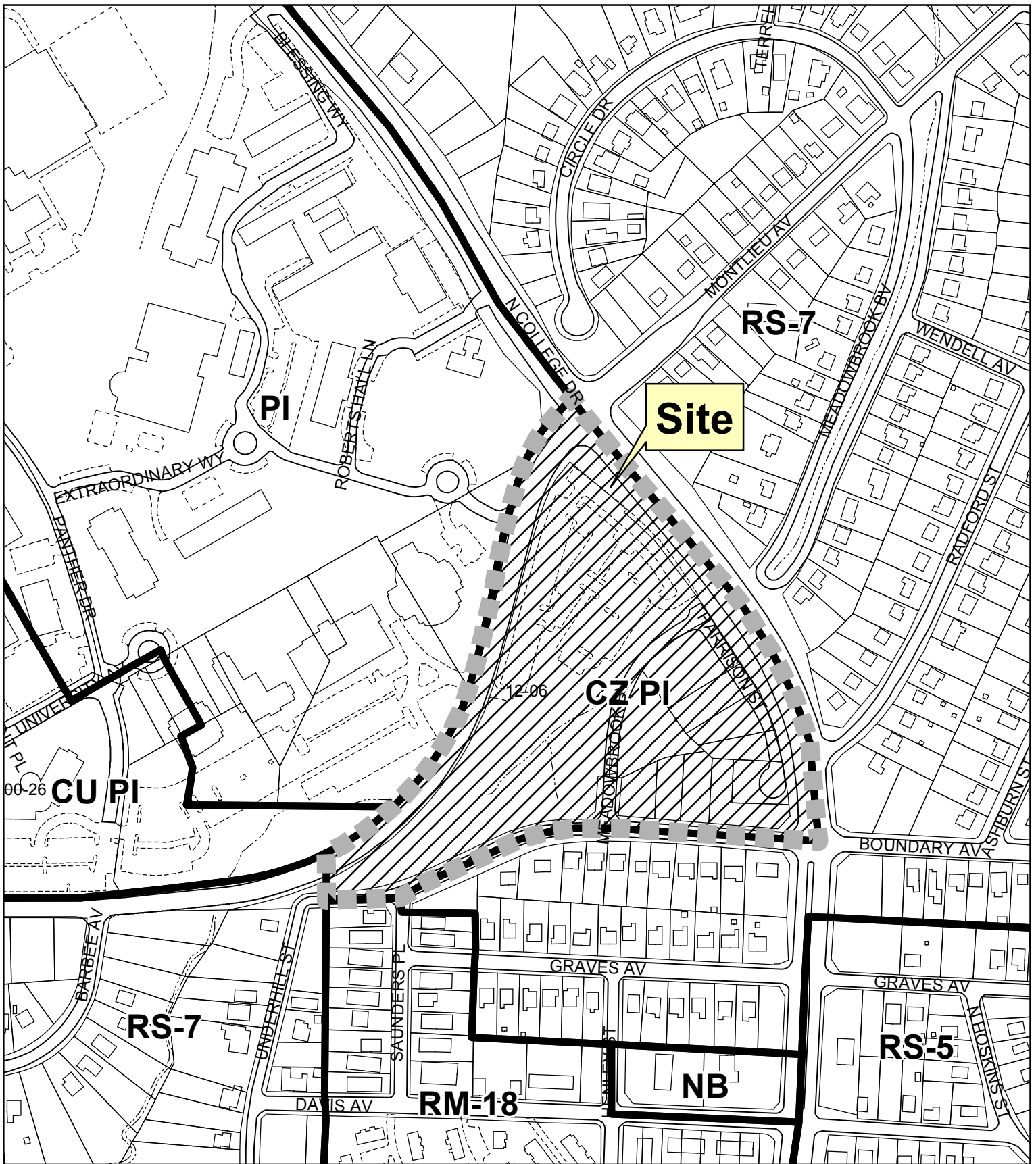
SECTION 6.

This ordinance shall become effective upon the date of adoption.

21st day of July, 2014.

Lisa B. Vierling, City Clerk

Conditional Zoning Case 12-06 Supplemental Information	
Initial Zoning Application	Adopted July 16, 2012 (Ordinance # 6937 / 12-54)
Amendment #1 Sept. 2013	Adopted September 16, 2013 (Ordinance # 7009 / 13-41)
Amendment #2 April 2014	Withdrawn



AMENDMENT TO CZ12-06

(July 2014)

Request: To revise the Transportation conditions.

Existing Zoning Boundary

Subject Property Boundary



**Planning & Development
Department**

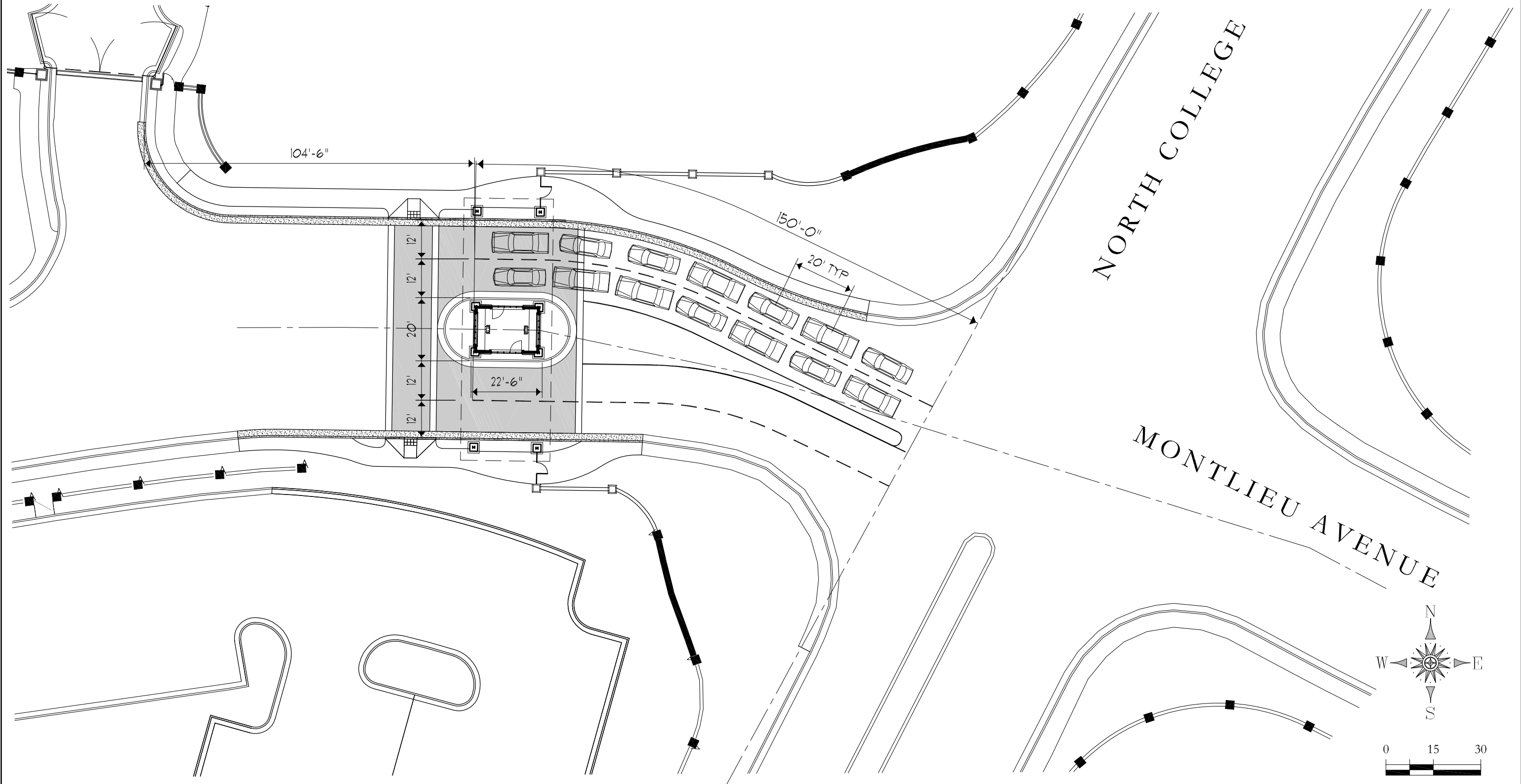
City of High Point

Date: June 10, 2014



Scale: 1"=300'

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2014/pz/Az12-06.mxd



NORTH COLLEGE ENTRY PLAN

HIGH POINT UNIVERSITY

**WALTER
ROBBS
CALLAHAN
& PIERCE**
Architects, P.A.

Suite 301
Winston-Salem, NC
Telephone
Fax

530 North Trade Street
27101
336-725-1371
336-725-1465

**MERCER
ARCHITECTURE INC.**

1015 HUTTON LN. SUITE 106
HIGH POINT, NC 27262
PHONE: (336) 885-1200
FAX: (336) 885-1201

Publish four (4) consecutive weeks: July 25, 2014 and August 1, 8, & 15, 2014

RESOLUTION OF INTENT TO CONSIDER
STREET ABANDONMENTS
(Case # SA14-05)

WHEREAS, the City Council has been petitioned to abandon the following right-of-way: A partially improved alley lying along the west side of N. Elm Street, between Gatewood Avenue and Church Avenue.

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

NOW, THEREFORE BE IT RESOLVED, THAT THE COUNCIL declares its intent to consider the abandonment of the right-of-way above described and sets Monday, August 18, 2014, at 6:15 p.m. as the date for said public hearing before the Council in the Council Chamber of the Municipal Building in High Point.

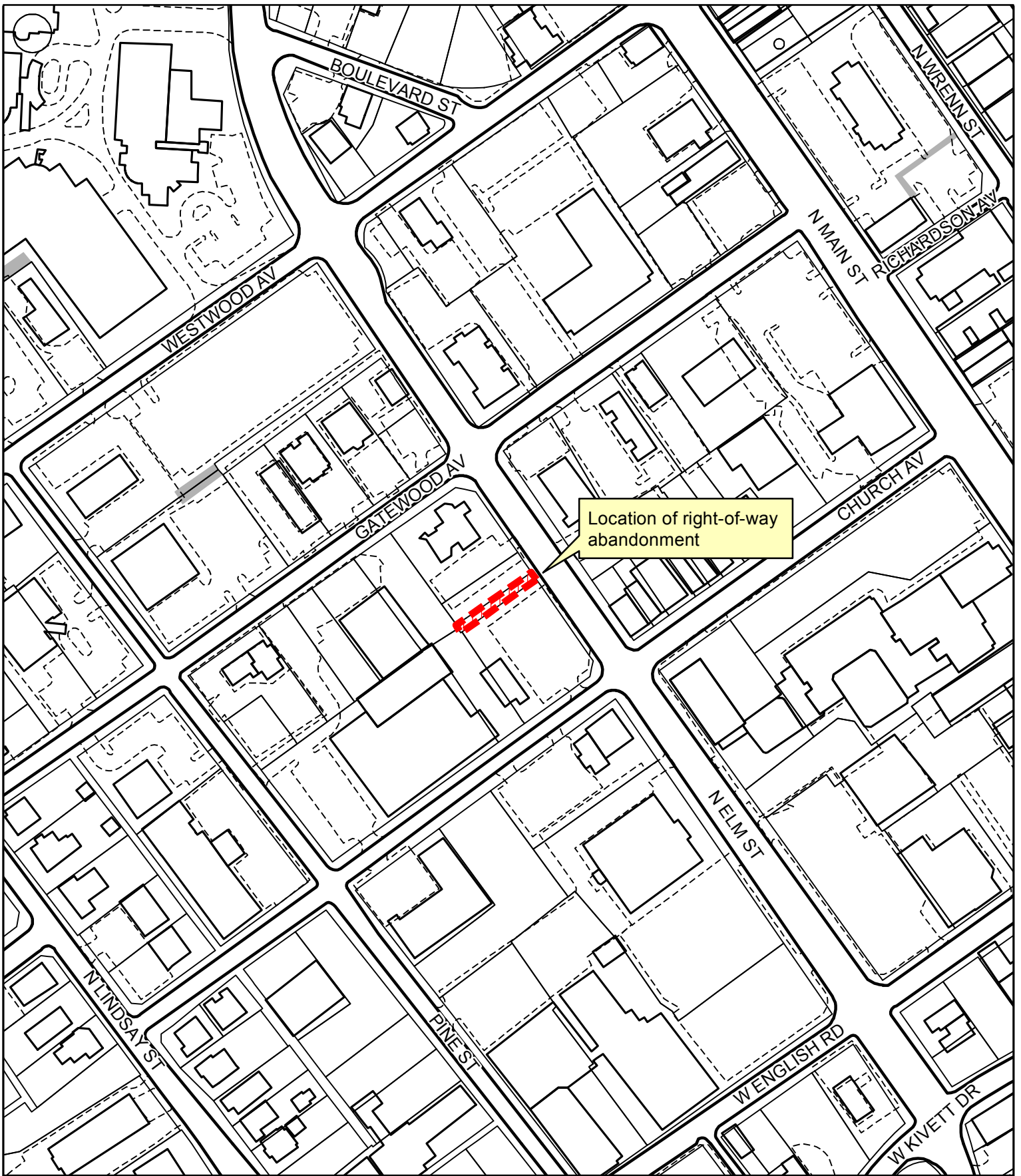
Persons wishing to be heard either for or against the said right-of-way abandonment are asked to be present for the hearing. The meeting facilities of the City of High Point are accessible to people with disabilities. If you need a special accommodation, call (336) 883-3298 or TDD# (336) 883-8517.

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

By Order of the City Council
This the 21st day of July, 2014.

Lisa B. Vierling, City Clerk

Petition Submitted By: City of High Point



STREET ABANDONMENT REQUEST SA14-05

Applicant: City of High Point

Area: 0.047 acres



Location of requested street abandonment



Previously abandoned right-of-ways

**Department of Planning
and Development**

City of High Point

Date: July 3, 2014



Scale: 1"=200'

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2014/pz/sa14-05.mxd

Publish four (4) consecutive weeks: July 25, 2014 and August 1, 8, & 15, 2014

RESOLUTION OF INTENT TO CONSIDER
STREET ABANDONMENTS
(Case # SA14-06)

WHEREAS, the City Council has been petitioned to abandon the following right-of-way: An unimproved right-of-way lying along the north side of Belmont Drive, approximately 170 feet west of Janice Drive.

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

NOW, THEREFORE BE IT RESOLVED, THAT THE COUNCIL declares its intent to consider the abandonment of the right-of-way above described and sets Monday, August 18, 2014, at 6:15 p.m. as the date for said public hearing before the Council in the Council Chamber of the Municipal Building in High Point.

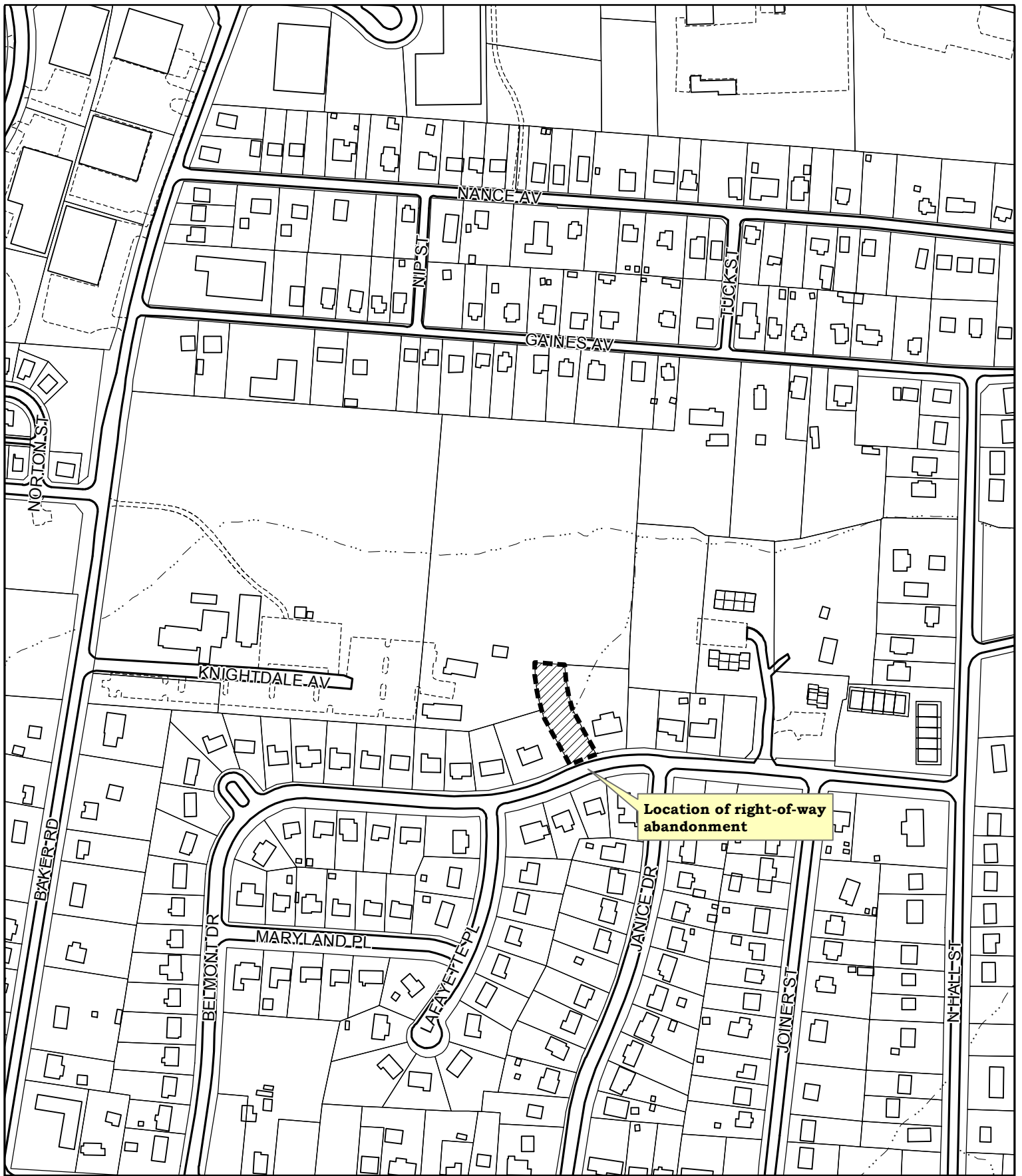
Persons wishing to be heard either for or against the said right-of-way abandonment are asked to be present for the hearing. The meeting facilities of the City of High Point are accessible to people with disabilities. If you need a special accommodation, call (336) 883-3298 or TDD# (336) 883-8517.

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

By Order of the City Council
This the 21st day of July, 2014.

Lisa B. Vierling, City Clerk

Petition Submitted By: City of High Point



STREET ABANDONMENT REQUEST SA14-06

Applicant: City of High Point

Area: 0.38 acres



Location of requested street abandonment



Previously abandoned right-of-ways

**Department of Planning
and Development**

City of High Point

Date: July 3, 2014



Scale: 1"=300'

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2014/pz/sa14-06.mxd

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2013

SESSION LAW 2014-38
HOUSE BILL 1207

AN ACT TO AMEND THE CHARTER OF THE CITY OF HIGH POINT TO ALLOW THE CITY COUNCIL TO HIRE THE CITY ATTORNEY AND TO MAKE CERTAIN TECHNICAL CORRECTIONS.

The General Assembly of North Carolina enacts:

SECTION 1. Chapter 2 of Article IV of the Charter of the City of High Point, being Chapter 501 of the 1979 Session Laws, as amended, reads as rewritten:

"CHAPTER 2.

"CITY CLERK.

~~"Sec. 4.1.~~Sec. 4.6. Appointment; term; compensation.

~~"Sec. 4.2.~~Sec. 4.7. Duties.

~~"Sec. 4.1.~~Sec. 4.6. Appointment; term; compensation. The council shall appoint a city clerk, who shall serve at the pleasure of the council. The compensation of the city clerk shall be as fixed by the council.

~~"Sec. 4.2.~~Sec. 4.7. Duties. The city clerk shall keep a journal of the proceedings of the council, maintain in a safe place all records and documents pertaining to the affairs of the city and perform such other duties as may be required by law or as the council or city manager may direct."

SECTION 2. Article IV of the Charter of the City of High Point, being Chapter 501 of the 1979 Session Laws, as amended, is amended by adding a new Chapter to read as follows:

"CHAPTER 3.

"CITY ATTORNEY.

~~"Sec. 4.10.~~ Appointment; term; compensation.

~~"Sec. 4.11.~~ Duties.

~~"Sec. 4.10.~~ Appointment; term; compensation. The council shall appoint a city attorney who shall serve at the pleasure of the council. The compensation of the city attorney shall be as fixed by the council.

~~"Sec. 4.11.~~ Duties. The city attorney shall act as the council's legal advisor and shall provide such other legal services to the City as prescribed by the council."

SECTION 3. This act is effective when it becomes law.

In the General Assembly read three times and ratified this the 26th day of June, 2014.

s/ Philip E. Berger
President Pro Tempore of the Senate

s/ Thom Tillis
Speaker of the House of Representatives



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 June 24, 2014 and before the City Council of the City of High Point on July 21, 2014 regarding **Zoning Case 14-08** 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 June 15, 2014, for the Planning and Zoning Commission public hearing and on July 9, 2014 and July 16, 2014, for the City Council public hearing pursuant to Chapter 160A-364 of the General Statutes of North Carolina; and

WHEREAS, the proposed amendment was adopted by the City Council of the City of High Point on **July 21, 2014**.

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

SECTION 1

That the Official Zoning Map of the City of High Point be amended to establish the following described area as: A **Conditional Zoning General Office-Moderate-Intensity (CZ GO-M) District**. The property is approximately 8.6 acres lying along the north side of Eastchester Drive, approximately 1,300 feet south of Deep River Road (*1925 Eastchester Drive*). The property is also known as Guilford County Tax Parcel 0195741.

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 of the land uses allowed in the General Office-Moderate-Intensity (GO-M) District and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the GO-M District, the requirements of the Development Ordinance and the specific conditions listed in this ordinance, except the following uses which shall not be permitted:

- a. Boarding and Rooming Houses (9 or less)
- b. Boarding and Rooming Houses (10 or more)

- c. Family Care Homes
- d. Group Care Facilities
- e. Disabled Motor Vehicles
- f. Private Dormitories
- g. Swim and Tennis Clubs
- h. Cemeteries/Mausoleums
- i. Fraternities or Sororities (Univ. or College)
- j. Hotels or Motels
- k. Kennels or Pet Grooming Services
- l. Heliports

Part II. CONDITIONS:

A. Landscaping, Buffers and Screening.

1. Landscaping shall be installed as required by the City of High Point Development Ordinance, except as permitted by this ordinance.
2. The following reduction in the northern planting yard (abutting Guilford County Tax parcel 0203312) is permitted. In the event the existing building (as of July 2014) is demolished, landscaping shall be installed as required by the Development Ordinance.
 - a. From the rear of the street planting yard to a distance of 420 feet, the northern side planting yard may be reduce to a minimum width of eight (8) feet. Minimum planting rate within this area shall consist of 11 trees every 100 linear feet. All trees shall consist of locally adapted evergreen species with a minimum height of six (6) feet at the time of installation (See exhibit A). The applicant shall maintain and preserve such trees in good condition and be replaced as necessary.
3. The following reduction in the northern planting yard (abutting Guilford County Tax parcel 0203312) is permitted. In the event the existing building (as of July 2014) is demolished, landscaping shall be installed as required by the Development Ordinance.
4. A decorative architectural fence, consisting of a low maintenance metal material, shall be installed on the residential property adjoining the subject property to the north. This fence shall be six (6) feet in height and run from the end of the street-planting yard in a northwesterly direction a distance of approximately 450 feet.

B. Signage

1. Neon signs shall not be permitted.
2. All freestanding signs shall be monument type signage with a maximum height of 6 feet.
3. The property owner shall install directional signage at the egress drive on the subject property to direct vehicles to turn right (south) onto Eastchester Drive.

C. Lighting

1. Any new exterior lighting shall use cutoff type fixtures to direct lighting away from adjacent residential properties and that minimizes reflection on adjacent properties.
2. The applicant shall submit a site Photometric Plan (Lighting Plan) at the time of development.

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

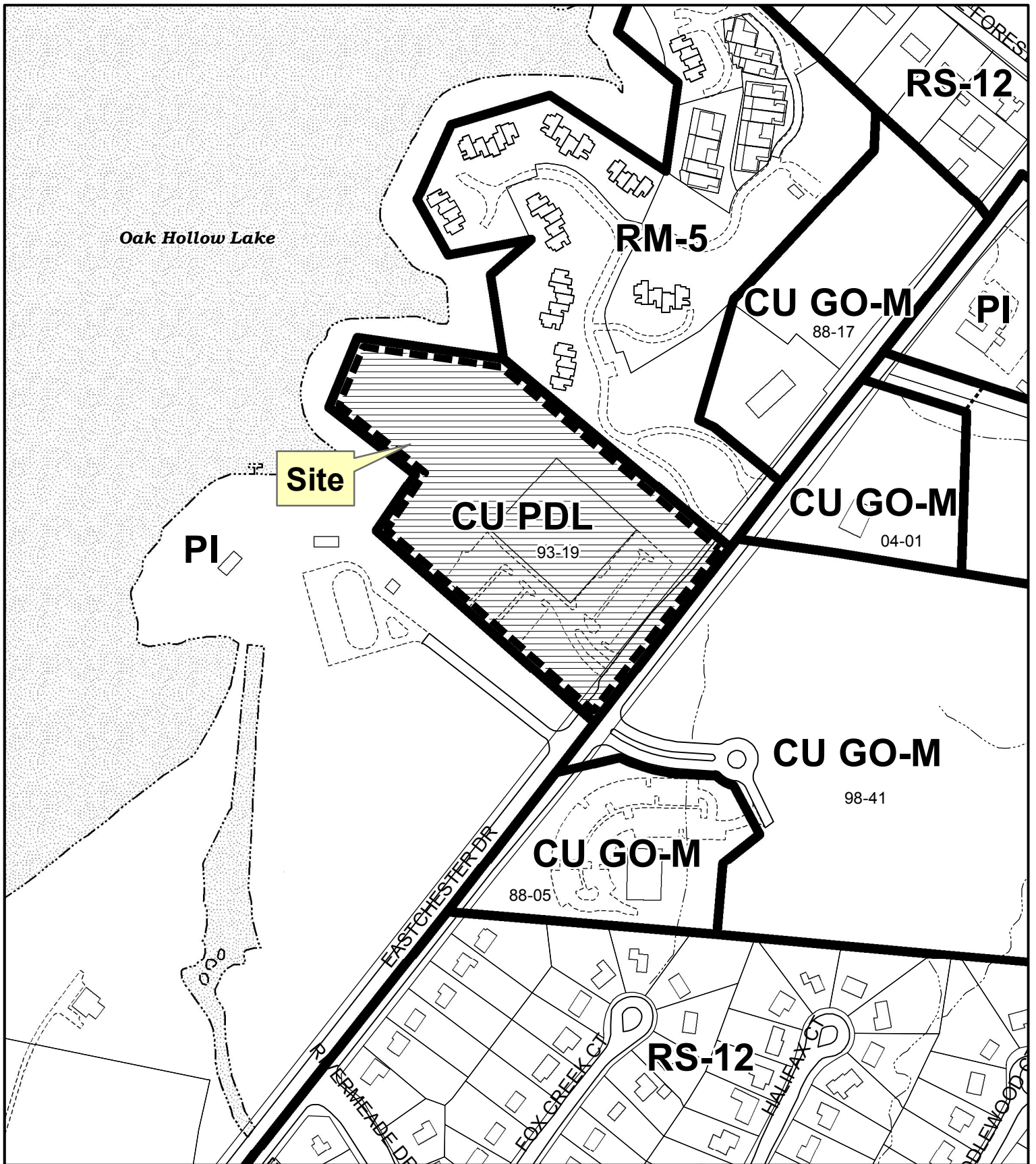
That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 6.

This ordinance shall become effective upon the date of adoption.

21st day of July, 2014.

Lisa B. Vierling, City Clerk



ZONING CASE 14-08

From: Conditional Use Planned Unit Development-Limited
To: Conditional Zoning General Office-Moderate

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

Planning & Development
Department

City of High Point

Date: June 10, 2014



Scale: 1"=300'

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2014/pz/14-08.mxd

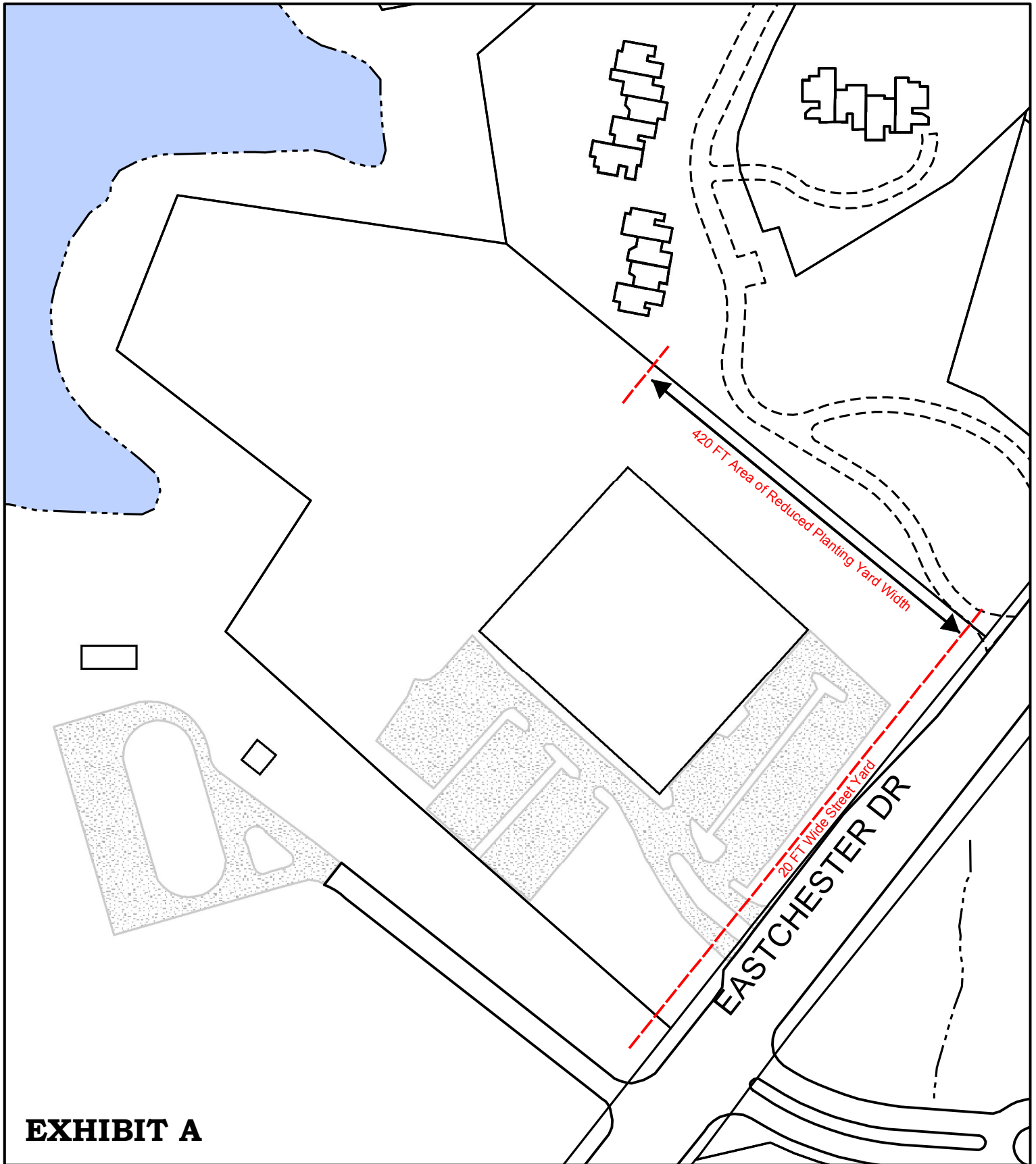


EXHIBIT A

ZONING CASE 14-08

From: Conditoinal Use Planned Unit Development-Limited
To: Conditional Zoning General Office-Moderate

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

Planning & Development
Department

City of High Point

Date: June 16, 2014



Scale: 1"=150'
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2014/pz/z14-08exhA2.mxd



MEMORANDUM

TO: Mayor and City Council

FROM: JoAnne Carlyle

RE: Condemnation – July 21, 2014 Agenda
Cedrow Drive Roadway and Sidewalk Improvements
1503 Cedrow Drive, High Point, NC

DATE: June 4, 2014

Council is requested to adopt a Resolution authorizing condemnation proceedings on the property described in Deed Book 7049, Page 438 of the Guilford County Registry located at 1503 Cedrow Drive, High Point, NC.

On May 20, 2014 the property owners were mailed a certified letter giving them 30 days notice of our intention to begin condemnation proceedings. A copy of this letter and a map showing the area in question is attached.

I will be glad to answer any questions you may have regarding these properties.

EXHIBIT C

**RESOLUTION AUTHORIZING CONDEMNATION TO ACQUIRE A PORTION
OF CERTAIN PROPERTY IN CONNECTION WITH THE
CEDROW DRIVE ROADWAY AND SIDEWALK IMPROVEMENTS**

WHEREAS, the City Council of the City of High Point hereby determines that it is necessary and in the public interest to acquire an easement across a portion of the real property at 1503 Cedrow Drive, High Point, North Carolina.

WHEREAS, the proper officials or representatives of the City of High Point have been unable to acquire the needed easement in this property by negotiated conveyance; and

WHEREAS, it is deemed in the best interest of the City that the City Attorney be authorized to institute civil proceedings to condemn said property and that the Director of Finance issue a draft to the Clerk of Superior Court as just compensation to the owner in the amount of \$500.00;

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

1. the City of High Point shall acquire an easement across a portion of the real property at issue;

title to a portion of that certain property located at 1503 Cedrow Drive, High Point, described in Deed Book 7049, Page 438 of the Guilford County Registry.
2. the City Attorney of the City of High Point is hereby directed to institute the necessary proceedings under Chapter 40A of the North Carolina General Statutes to acquire an easement across the said portion of property;
3. the Director of Finance is hereby authorized to issue a draft in the amount of \$500.00 to the Clerk of Superior Court as just compensation to said owners.

Adopted by City Council,
this 21st day of July, 2014

Lisa Vierling
City Clerk

City Attorney

JoAnne L. Carlyle



May 20, 2014

NOTICE OF CONDEMNATION

C.A.R.E. Investments, LLC
c/o Cleveland G. Reid, Registered Agent
301 Fiddlers Knoll Court
Kernersville, NC 27284

VIA CERTIFIED MAIL
7099 3400 0014 1262 7168

RE: Notice of Intent to Institute Condemnation Proceedings Under G.S. 40A-40.

General Description of property is as follows:

Being a portion of the property described in Deed Book 7049, Page 438 located at 1503 Cedrow Drive, High Point, Guilford County

Dear Mr. Reid:

Previously, you have been contacted by representatives of the City of High Point for the purpose of negotiating the purchase of property described above. These representatives of the City have been unable to date to reach an agreement with you on the issue of just compensation for the property.

This letter serves as official notice under Chapter 40A of the North Carolina General Statutes that the City of High Point intends to institute an action to acquire by condemnation the above-referenced real property in which you have or may have an interest. This legal action will not be filed before 30 days from the date of this letter.

The purpose for which a portion of this property is to be condemned is the following public project: Cedrow Drive Roadway and Sidewalk Improvements

The City has estimated the amount of \$500.00 to be just compensation for the property.

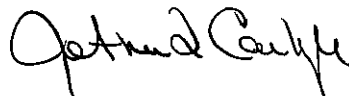
City of High Point, P.O. 230, 211 South Hamilton Street, High Point, NC 27261 USA
Phone: 336.883-3301 Fax: 336.883.2179
E-mail: joanne.carlyle@highpointnc.gov

This is to advise you that we will request City Council to authorize institution of legal proceedings to condemn this property at its regular meeting to be held on July 21, 2014 at 5:30 p.m. in City Council Chambers at 211 South Hamilton Street, High Point, N.C. You are welcome to attend this meeting.

This notice does not constitute a taking or condemnation of any interest in the above-referenced property. No taking will occur until a condemnation action is actually instituted and such will not be instituted for at least thirty (30) days from the date of this notice, but may be instituted at any time after authorization by the City Council. As owners of the property, you have the right to commence an action for injunctive relief and the right to answer the complaint after it has been filed. You are advised to consult an attorney concerning your rights.

We regret that you and officials of the City have been unable to negotiate the purchase of this property interest. If you have any questions, you may wish to contact the undersigned at the address and telephone number set forth below.

Yours very truly,



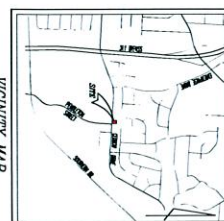
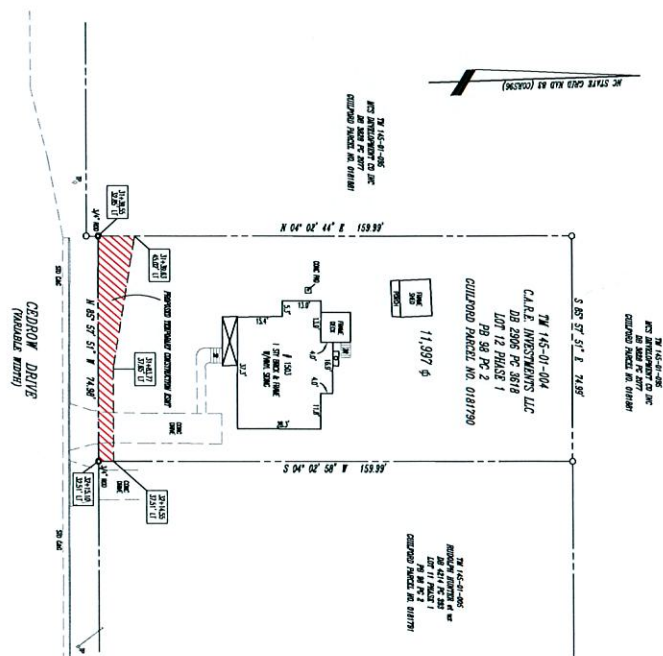
JoAnne L. Carlyle
Attorney for the City of High Point
P.O. Box 230
High Point, NC 27261
Telephone: (336) 883-3301

JLC:drd

c: Kevin Berger, Trustee
114 West Murphy St.
Madison, NC 27025

Beneficiary: Violet Portfolio Alpha, LLC
Assignment of Deed of Trust and Security Agreement
Guilford County Register of Deeds, Book 7519, Page 1722

- NOTES :**
1. NO TITLE REPORT PREPARED, PROPERTY SUBJECT TO LIENS/NOTES AND RECORDS OF RECORD.
 2. THIS PROPERTY LIES WITHIN THE COMPONENT LIMITS OF THE CITY OF NEW YORK - THE MAP 143, BLOCK 001, PARCEL 004
 3. OUTGOING PARCEL NO. 01111702
 4. CURRENT USE: RESIDENTIAL
 5. AREA CALCULATIONS WERE PERFORMED BY THE COMPONENT METHOD.
 6. THIS PLAN IS NOT INTENDED FOR RECORDATION.



VICINITY MAP
SCALE 1" = 2000'

.000

AREA TABLE

TEMP CONSTRUCTION ESMT SLS SQ FT OR 0.01224 AC.

LEGEND

- [illegible]

CITY OF HIGH POINT ENGINEERING SERVICES DEPARTMENT	
CONDEMNATION PLAT OF A PORTION OF THE LOTS OF CARE INVESTMENTS LLC DB 2306, PG 3818	
DATE: 1, JUNE 2014 DTD BOOK: 5-12 PG. 13 DRAWN BY: A.L.D. PROJECT: 15014	HIGH POINT TOWNSHIP DELDORO COUNTY, NORTH CAROLINA SCALE: 1" = 20 FT. SHEET NO. OF A.L.D. FILE: 15014-01 SHEET 1 OF 1

GRAPHIC SCALE



**PRODUCED BY: CITY OF BOSTON
ENVIRONMENTAL SERVICES
211 SOUTH BATHURST STREET
BOSTON, NORTH CHARLESTON 07806
(201) 462-3146**

NORTH CAROLINA
GUILFORD COUNTY

AFFIDAVIT OF PUBLICATION

Before the undersigned, a Notary Public of said County and State, duly commissioned, qualified, and authorized by law to administer oaths, personally appeared Lisa Robertson who being first duly sworn, deposes and says: that she is Adv. Billing Manager of THE HIGH POINT ENTERPRISE, INC., engaged in the publication of a newspaper known as THE HIGH POINT ENTERPRISE, published, issued, and entered as second class mail in the City of High Point in said County and State; that (she) is authorized to make this affidavit and sworn statement; that the notice or other legal advertisement, a true copy of which is attached hereto, was published in The High Point Enterprise on the following dates: _____

July 25 August 1 2014

and that the said newspaper in which such notice, paper, document, or legal advertisement was published was, at the time of each and every such publication, a newspaper meeting all the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of Section 1-597 of the General Statutes of North Carolina.

This 1st day of August 20 14
Lisa Robertson
Sworn to and subscribed before me, this 1st day of
August, 20 14

Barbara M Daniels

Notary Public

My Commission expires 2-1-17

NOTICE OF PUBLIC HEARING

City of High Point
Municipal Office Building
211 South Hamilton Street
City Council Chamber

NOTICE is hereby given that on **Monday, August 4, 2014, at 6:15 p.m.**, a public hearing will be held before the City Council on the following request.

**FIRST BAPTIST CHURCH
701 WASHINGTON STREET**

ORDINANCE TO DEMOLISH AN UNSAFE STRUCTURE

A request by the City of High Point Planning & Development Department for the consideration of the adoption of an ordinance to demolish First Baptist Church located at 701 Washington Street, pursuant to NCGS 160A-426.

DESCRIPTION OF PROPERTY: The property is lying east of Hobson Street, on the north side of Washington Street, and also known as Guilford County Tax Parcel 0190662.

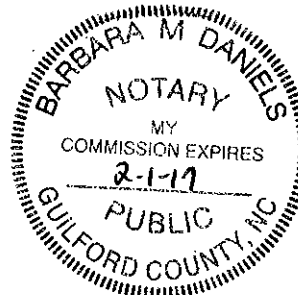
OWNER(S): First Baptist Church of HP

Anyone interested in these matters is invited to attend the public hearing and present information to the City Council.

Additional information concerning the request is available at the Department of Planning and Development, Municipal Office Building, 211 South Hamilton Street, Suite 316, or by telephone at (336) 883-3328, or Fax at (336) 883-3056.

The meeting facilities of the City of High Point are accessible to people with disabilities. If you need special accommodations, call (336) 883-3298, or the city's TDD phone number: (336) 883-8517. This printed material will be provided in an alternative format upon request.

Lisa B. Vierling, City Clerk
July 25, August 1, 2014



**DEPARTMENT OF PLANNING AND DEVELOPMENT
INSPECTION SERVICES DIVISION
HOUSING ENFORCEMENT**

ORDINANCE

REQUEST: Ordinance to Demolish

PROPERTY

ADDRESS: 617 Caudell Place

OWNER: Dorothy C Marlitt and Ruth Kennedy

FIRST

INSPECTION:

4-17-2013

Summary of Major Violations

- 1) plumbing system vandalized/removed
- 2) heating system vandalized/removed
- 3) foundation walls are deteriorated and cracked causing flooding in basement
- 4) holes in all interior walls
- 5) leaking roof
- 6) rotten roof system
- 7) rotten floor system

HEARING

RESULTS:

5-15-2013

The owner did not appear for the hearing. During the hearing the following findings of fact were established. There are numerous violations of the Minimum Housing Code. There are structural violations creating an unsafe structure. The dwelling is currently uninhabitable due to numerous Minimum Housing Code violations. In its present state necessary repairs to the dwelling exceed 50% of the current tax value. The Guilford County Tax value of the dwelling is \$13,300. The repair estimate is \$32,500.

ORDER(S)

ISSUED:

5-15-2013

Order to Repair or Demolish with a compliance date of 8-15-2013

APPEALS:

No appeals to date.

OWNER

ACTIONS:

There have been no permits issued and repairs have not started.

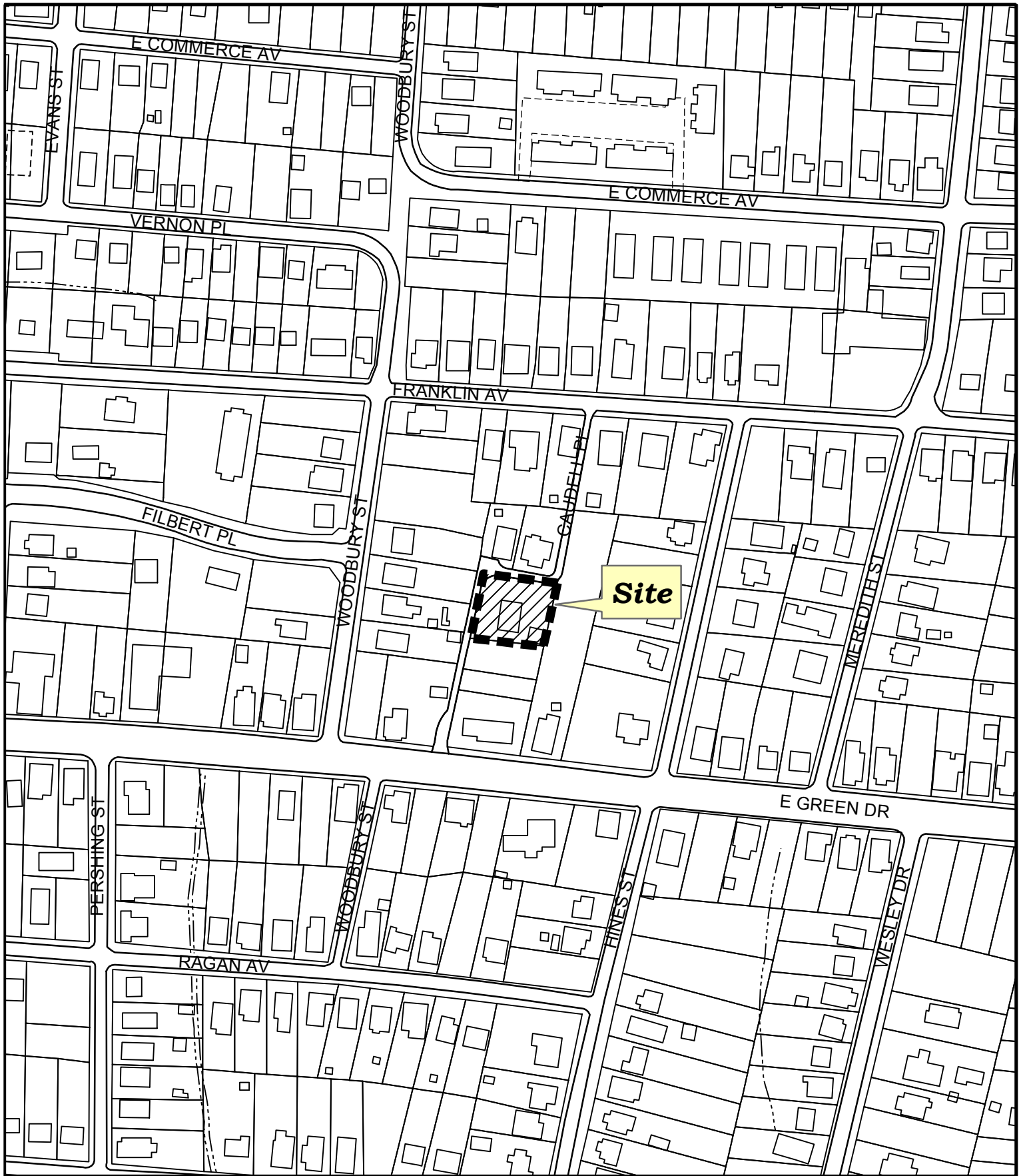
EXTENSIONS:

None requested by owner.

CURRENT

STATUS:

Conditions still exist.



617 Caudell Place

Ordinance to Demolish



Location of subject property

**Planning and Development
Department**

City of High Point

Date: July 14, 2014



Scale: 1"=200'

y:/ba-pz/Inspections/
ord-demo.mxd

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

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

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

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

PROPERTY LOCATION

617 Caudell Place
High Point, NC

OWNER (S)

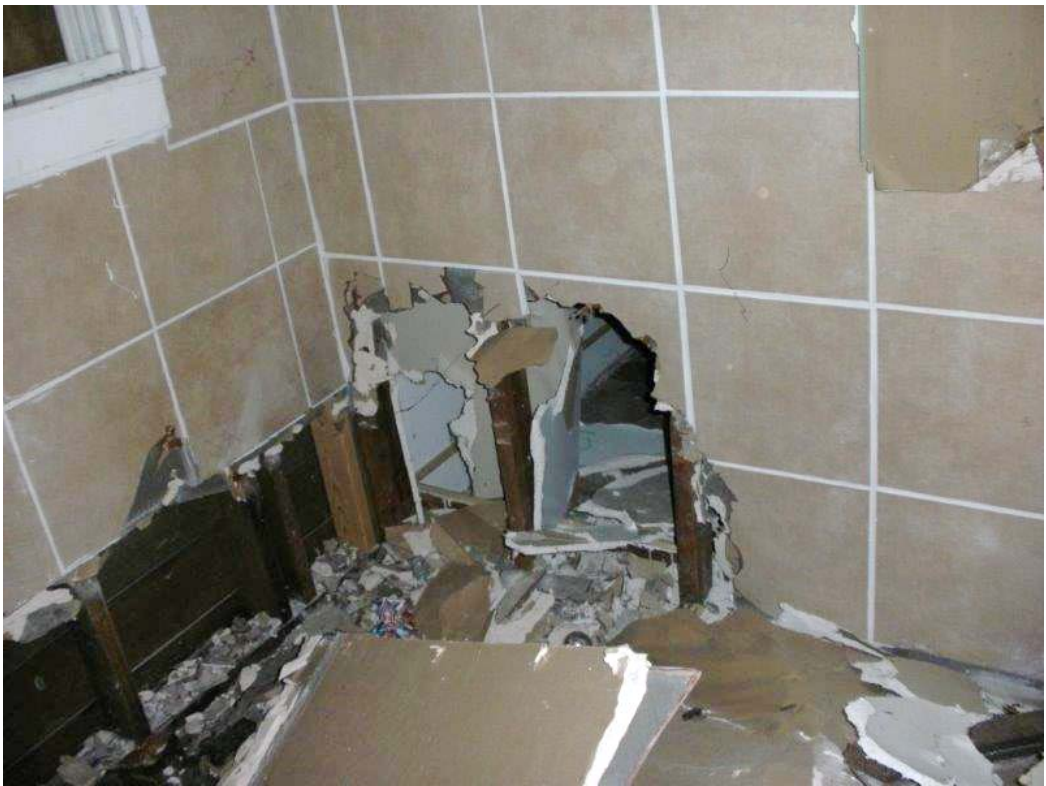
Dorothy C Marlitt
Ruth Kennedy
617 Caudell Place
High Point, NC 27260

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

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

Adopted by City Council,
This the 21st day of July, 2014

Lisa B. Vierling, City Clerk



617 Caudell Place



617 Caudell Place

**BUDGET REVIEW #1
MAY 27, 2014 – 3:00 P.M
THIRD FLOOR CONFERENCE ROOM**

MINUTES

PRESENT:

Mayor Sims, Council Members Davis, Douglas, Ewing, Mendenhall, Moore, Smothers, and Wagner

ABSENT:

Council Member Golden

STAFF PRESENT:

Strib Boynton, City Manager; Allen Oliver, Assistant City Manager; Randy McCaslin, Assistant City Manager; Jeff Moore, Director of Finance; Eric Olmedo, Budget Officer; Angela Kirkwood, Director of Human Resources; Loren Hill, Director of Economic Development; Jeron Hollis, Public Information Officer; Glenda Barnes, Senior Budget Analyst; Laura Altizer, Budget Analyst; JoAnne Carlyle, City Attorney; Lisa Vierling, City Clerk, Dawn Sparks, Deputy City Clerk

MEDIA PRESENT:

Pat Kimbrough, *High Point Enterprise*

OTHERS PRESENT:

Cindy Davis, Planning & Zoning Commission

Council Member Davis noted that there are substantial increases in the Services and Charges within the Governing Body Budget. Eric Olmedo stated that the increase is to pay for the ordinance book codification of \$8,000, which is being done in conjunction with Planning's Development Ordinance to obtain a cost savings. There is no set schedule for codification and is done as needed, they should not see the increase in next year's budget.

Council Member Ewing asked about the travel budgets. Eric Olmedo prepared a comparison of last year's travel budget with what is being proposed, and noted that the past several years they have cut this budget, particularly in the IT area and Police areas. Mr. Olmedo stated that the increases in the Police budget for training is due to grants that they have continued to receive and they are now budgeting for those. The two major increases are in IT, Police, and Human Relations. The Human Relations increase is due to the conference that they take the students on each year. IT is now implementing some new systems and training needed to implement these systems. Mayor Sims felt with all the changes in personnel in customer service there should be some training funds budgeted to support some additional training for that department.

Council Member Davis noted that there is substantial funding for the police tactical team and asked what type of training this was for. Strib Boynton stated that it is important that the officers are trained for safety reasons, and this is training that the Chief feels is necessary.

Council Member Wagner stated that there is a 50% increase in police overtime. Mr. Olmedo stated that there are a number of shifts between the different accounting units and he will need to get that information for Council.

Council Member Davis noted the large increases in Departmental Training, specifically in Human Resources. Angela Kirkwood stated that part of that is she has two certifications to maintain, and they do not have a dedicated trainer, so the interim manager is going to be certified with the American Society of Training & Development so that she can do some of the instructor training courses for some of the leadership areas that are needed.

Council Member Mendenhall asked what the retirement stipend line item was throughout different departments. Mr. Boynton advised that is how they pay for the early retirement incentive, when someone retires they leave that position open for at least 180 days or longer to build the fund balance. Mr. Boynton stated that they try to estimate who is going to be taking advantage of the early retirement and who is not.

Council Member Davis asked if they have created a new department for transportation maintenance. Mr. Olmedo stated that they transferred that from the Central Services Fund, historically it has been an internal service fund and they have moved those dollars into the general fund because in the last two years they have identified how the costs belong in separate departments, and most of the costs that continue to be there are general fund expenditures.

Council Member Ewing noted that fleet costs looked like they have shifted. Mr. Olmedo stated that was another line item that was consolidated that the fleet manager had requested to ease the administration. In total the fleet budget has only increased \$26,000 citywide.

Council Member Davis stated that there are several increases in cell phone services. Mr. Olmedo stated that they have added four employees with cell phone service and some have been changed from one department to another. Citywide the cell phone budget has only increased by \$1,040.

Council Member Davis stated that the handout they received on the Theater Budget about a week ago showed an increase in artist fees to \$75,000 and last year's budget was \$65,300, and his last shows \$140,300. Mr. Olmedo stated that what was in the approved budget was \$65,000 and what they requested this year was \$80,000, and when Council asked to increase the budget by \$75,000 on top of the \$80,000 that was requested, so it was \$15,000 more than council had directed. Mr. Olmedo stated it was Council's call to take it away or leave it. Council Member Smothers stated that the

committee looked at what they had last year and wouldn't have known an assessment for this year.

Council Member Mendenhall stated Council was briefed on proposed new positions, and she has found a couple of positions that were not listed, an additional safety officer. Mr. Olmedo stated that position is actually transferred from the Water Sewer Fund.

Council Member Mendenhall noted there is an allocation called Library Information Services for \$300,000. Mr. Olmedo stated that the Library requested that they break them out a new accounting unit so they can manage their IT services closer. There are three employees in this budget. The total number of employees for the library has not increased.

Council Member Douglas noted that the Library budget shows the memberships and dues. Mr. Olmedo stated that a majority of those memberships and dues are for IT related programs and is one of those things that they considered necessary to try and centralize into the IT area.

Council Member Davis stated that earlier this year there was discussion about looking at janitorial maintenance to see if they could save some money across the board and noted it was still in the budget. Mr. Olmedo stated that they have identified what the City's costs are and knowing that is going to be a conversation that is coming he felt it would be appropriate to look at that going forward in the next budget year.

Council Member Davis asked if they ever looked into the \$183,000 for heating and air at the Theater. Mr. Olmedo stated that they never did anything specifically on that. Council Member Davis stated he has taken the liberty this year to talk to a lot of HVAC people who know that building and that system, and he is hearing that the easy way to do that is putting meters in, or you could put valves in the lines so that you could heat or cool the Theater only and not all the unoccupied space resulting in substantial savings. Strib Boynton felt this could be something that would be worth looking into.

Mayor Sims noted that in Community Development the budget shows the HUD Section 108 Loan Proceeds that are unencumbered and there are actually more dollars available. Mr. Olmedo explained that item is a placeholder, and when Council had their discussions about the Hartley Ridge Development they anticipated that amount, and it was left in the budget as a place holder. Mayor Sims noted that in the actual Section 108 dollars they went after initially there were more funds. Randy McCaslin stated that there is \$2.6 million left in the City's allocation. Council Member Ewing stated he recalled Mike McNair's explanation that this was in here because of the proposed project and this is to be drawn down this year. Mayor Sims stated that when she looks at this she wondered if something else had happened with the remaining funds. Mr. Boynton clarified that they are really at \$2.6 million. Mayor Sims asked where the dollars were that were left from the \$288,000 for infill development. Eric Olmedo stated that is the increase of \$168,000 from the previous year they are seeing. Mr. Olmedo stated if it was Council's desire they could change this budget and make it the entire

\$2.6 million and appropriate that now. Mayor Sims stated that she just wanted to make sure they knew what they were dealing with. Council Member Smothers asked if there was any direction from Council to Mike McNair about looking at possible options to put into a plan to apply for those funds. Randy McCaslin advised that Mr. McNair is putting together all the options regarding the remainder of this money.

Mayor Sims noted that the Community Development salaries are coming out of the grant itself, but she believes if they are going to generate additional funds for core city development that some of those salaries need to be looked at and placed back into the General Fund, and requested staff to begin to look into how to make this happen. Mr. Boynton stated that they can get some information together to bring back to Council.

Council Member Mendenhall asked that when they estimated the fund balance as of this year, did they take into consideration what is still owed for storm cleanup. Mr. Olmedo stated they did not because it was such an unknown number at that time. Council Member Mendenhall noted that the General Fund, Water, and Electric Fund estimates are not necessarily accurate based on the fact that we still do not have the cleanup in them. Mr. Olmedo stated that is true, but once they do receive the reimbursement it will help. Jeff Moore stated that the City should be reimbursed for 100% of eligible expenses.

Mayor Sims asked what gets paid out of the Contingency Fund. Eric Olmedo stated historically nothing gets paid from Contingency, but it is a buffer in case there is a catastrophic issue to happen.

Eric Olmedo stated that in the Police Budget in Miscellaneous Revenues they identified the federal grant revenues received consistently through the years, and if they are going to continue to receive that revenue they need to recognize it and budget the expenditure. Council Member Douglas noted the increase in expenditures. Mr. Olmedo stated the majority of that is in personnel. Council Member Davis noted that this past budget year vehicle replacement bought 16 police cars and also budgeted money for 12 additional police cars, and this year they are decreasing the budget from \$243,000 to \$554,000. Eric Olmedo stated that they consolidated three line items into one, and if looking at last year's adopted budget of \$570,600 and this year it is at \$554,000, and this does not include any of the replacement vehicles all which are under the fleet replacement line item.

Council Member Smothers noted the shifting in personnel in the Planning Department, and asked about an 85% clear up rate in processing permits and asked if Counsel is getting any feedback on how the permit process is going. Council Member Davis stated he is still getting calls but it is not an everyday occurrence.

Council Member Mendenhall stated that in Parks & Recreation in Administration it does not look as if they had added anymore positions, but the fund is up \$72,000. Allen Oliver stated that they did some reorganization and moved people around. Eric Olmedo stated he would have to check into this further.

Council Member Smothers asked if they do periodic review and cleanup of outstanding debts for economic development, and do those unused funds roll back into fund balance and electric. Strib Boynton advised that they just stay in the incentive fund. Jeff Moore stated that while the balance has been decreasing over the last few years, there are several significant contractual obligations outstanding right now, and if all those were to come back to be fulfilled they would be looking at needing more money in the fund. The fund is audited internally about every six months.

Mayor Sims asked how the City is doing on worker's comp claims. Eric Olmedo stated that claims are up this year. Angela Kirkwood advised that there have been some long-standing claims and they had to project what those claims were going to cost. There are a couple that have reached maximum liability and to pay them out they have to project those costs.

Council Member Mendenhall stated that years ago Council used to see, on an annual basis, job categories, classifications, and pay ranges, and Council actually was involved in if those needed to change. Strib Boynton stated that they do a reclassification study of one third of the employees yearly. Mr. Boynton stated it is not reviewed with the council. Mayor Sims noted that when the recession came along the reclassification was stopped in midstream because to do the study and not make adjustments didn't make sense.

Council Member Mendenhall stated that there is a big jump in the amount proposed under the City Attorney for legal services and asked if they are anticipating more. JoAnne Carlyle stated that they have had a lot of additional legal expenses this year, two death cases, a number of canine cases, and one attorney in the area who has become the canine specialist as far as representing plaintiffs.

Council Member Smothers asked if there is an interest in finding out what service reductions might be included in the budget as part of the work program for next year, either due to a lack of staff or redirection of resources. Council Member Mendenhall asked if where there are increases in the budget can they expect additional services.

Council Member Mendenhall asked where the software is for the additional \$253,000 in IT software. Eric Olmedo stated that is a continuation of software for the costs of administering the software.

Council Member Smothers asked what the \$1 on the golf cart rentals is going to be used for. Allen Oliver stated that it is going towards improvements to some tennis courts and lighting at Oakview and also some lighting improvements at Allen Jay.

Mayor Sims noted that they were going to check to see if the fund that is used to assist customers with utility bills was adequate. Strib Boynton stated it was not adequate, and he would check again with Steve Key on what the need is. Mr. Boynton stated that the City gave them \$100,000 a year and they normally run short on the quarterly payments

and felt that they were running short \$25,000 - \$50,000. Council Mendenhall stated that when Community Resource Network divides it up and gives it out, and at West End their portion was gone in a week and a half. Strib Boynton felt the funding should be set at the level Council wishes to give them and the need far exceeds what the dollars will be. Mayor Sims felt that when they look at it and they are increasing the electric rates and look at the actual fund balances in the electric fund that perhaps they need to look at some type of increase in that fund because they are already doing the enterprise fund which is going to impact some people. Mayor Sims requested staff to come back with some proposed increases for Council to consider. Council Member Mendenhall stated that she knew that when the case managers work with the folks the dollars are only applied to the electric portion of the bill. Council Member Smothers stated she would like to see some numbers other than just how much money they could use, but information on how many are served and how much of it is ongoing. Mayor Sims requested they find out how many they are turning away.

Council Member Douglas asked what is set aside for the MRF Improvements. Mr. Oliver stated \$5 million. Council Member Douglas asked how long it will take to get a return on that investment. Mr. Oliver stated he did not have the numbers. Mr. Boynton stated he thought it was 20 to 30 years. Council Member Davis asked if they have incurred any costs on this, because it has been bid out twice. Mr. Oliver stated that they did incur some costs with the consultants coming back, especially the design and administrative costs of the bidding.

Council Member Smothers stated there is money in the budget to relocate Kersey Valley Road for acquisition of property, and asked if that money for acquiring property should it become available or is there active intent to go out and buy land. Eric Olmedo stated the intent is to save up some money for that eventual plan, but did not know if there was necessarily a plan that is set in stone. Jeff Moore stated that they will be incurring some costs for the closure of the road that is in Phase Three. Mayor Sims requested that they get a list of any reuse of the lands once they are closed. Randy McCaslin stated that they have looked at that and determined it was not financially feasible to go in and put in the systems that would be necessary to reuse the landfill for methane gases. Mr. Boynton stated that it is also necessary to have an end user nearby the landfill because it cannot be transported. Mr. Boynton stated that they have also evaluated the landfill and it does not have the volumes of methane gas in it.

Council Member Mendenhall stated that there was conversation with staff about the possibility of two or three potential areas that needed intensive road improvements in addition to just sidewalks, and they spent time talking about potential for the bond referendums, and asked if staff has spent any time on this. Mr. Boynton stated they cannot have special elections for bond projects anymore, and it could go on the 2015 election that Greensboro has. Mr. Boynton stated some preliminary engineering and planning has been done on some of the projects and it is probably a work program for council next year to support those out. Council Member Mendenhall felt that if these projects are high priorities and they would like to have a referendum in 2015 they have to start thinking about it now. Mayor Sims noted that with regard to the sidewalks on

Wendover are needed and noticed people walking across the lanes of traffic, Randy McCaslin noted that staff had listed sidewalks at Wendover as a priority, but the Committee did not identify Wendover as a priority. Mayor Sims stated that Council needs to consider this because there is no way for pedestrian traffic to get across Wendover safely.

Council Member Smothers noted that there is \$50,000 in this year's budget to renovate the police department storage room, and felt that was a lot of money to spend unless it is a critical need. Eric Olmedo stated it was more an expansion and they have identified it as critical.

Mayor Sims felt the conversation of a new police department building should go hand in hand with the need for a new municipal building for city hall.

Mr. Boynton stated that they will be pulling some information together for tomorrow's Budget Meeting and they are also looking for any changes that Council wants to make to the budget in that meeting.

Council Member Davis stated he would like to see numbers on a 1.5 and 2 cent tax increase. Council Member Smothers stated she would also like to see where those monies would come from.

ADJOURNMENT

The meeting adjourned at 5:30 p.m. on a motion duly made and seconded.

Respectfully Submitted,

Dawn J. Sparks, CMC
Deputy City Clerk



DATE: July 30, 2014
TO: City Council and City Manager
FROM: JoAnne L. Carlyle, City Attorney
RE: Ordinance to Demolish
August 4th Council Agenda Item

Council is requested to consider an ordinance ordering the inspector to effectuate the demolition of a structure located at 701 Washington Street belonging to First Baptist Church.

I will be glad to answer any questions you may have regarding this matter.

**AN ORDINANCE REQUIRING THE BUILDING INSPECTOR OF THE CITY OF HIGH POINT TO
DEMOLISH CERTAIN PROPERTY PURSUANT TO ARTICLE 19 OF THE GENERAL STATUTES OF
NORTH CAROLINA.**

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

SECTION 1: That the City Council of the City of High Point finds as a fact that the Owner of following described property was ordered to repair and bring into compliance with the North Carolina State Building Code or demolish and remove the Building and clean and clear the site no later than October 21, 2013, and it further finds as a fact that the owner has failed to comply with said Order.

SECTION 2: No appeal of the inspector's order was taken and the Owner has failed and/or refused to take corrective action.

SECTION 3: That the Inspector of the City of High Point is hereby authorized and directed to proceed with the demolition of the following described building in accordance with Code of Ordinances; and Article 19 of Chapter 160A of the General Statutes of North Carolina.

PROPERTY LOCATION

701 Washington Street
High Point, NC 27260

OWNERS

First Baptist Church
c/o Pastor Michael A. Robinson

SECTION 4: That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5: That this ordinance shall become effective from and after its passage as by Law provided.

Adopted by City Council

This the ____ day of _____, 2014.

Lisa B. Vierling, City Clerk

NOTICE OF PUBLIC HEARING

City of High Point
Municipal Office Building
211 South Hamilton Street
City Council Chamber

NOTICE is hereby given that on **Monday, August 4, 2014, at 6:15 p.m.**, a public hearing will be held before the City Council on the following request.

FIRST BAPTIST CHURCH**701 WASHINGTON STREET****ORDINANCE TO DEMOLISH AN UNSAFE STRUCTURE**

A request by the City of High Point Planning & Development Department for the consideration of the adoption of an ordinance to demolish First Baptist Church located at 701 Washington Street, pursuant to NCGS 160A-426.

DESCRIPTION OF PROPERTY: The property is lying east of Hobson Street, on the north side of Washington Street, and also known as Guilford County Tax Parcel 0190662.

OWNER(S): First Baptist Church of HP

Anyone interested in these matters is invited to attend the public hearing and present information to the City Council.

Additional information concerning the request is available at the Department of Planning and Development, Municipal Office Building, 211 South Hamilton Street, Suite 316, or by telephone at (336) 883-3328, or Fax at (336) 883-3056.

The meeting facilities of the City of High Point are accessible to people with disabilities. If you need special accommodations, call (336) 883-3298, or the city's TDD phone number: (336) 883-8517. This printed material will be provided in an alternative format upon request.

Lisa B. Vierling, City Clerk
July 25, August 1, 2014

ABATEMASTER INC.

Post Office Box 12367
Winston-Salem, NC 27117-2367
(336) 731-4396 phone
(336) 731-4398 fax

PROPOSAL/CONTRACT

July 14, 2014

City of High Point
Tarinda Chappell
PO Box 230
High Point, NC 27261

Re: Proposal AI#P13-828 (Revision)
Church (Sanctuary and Rear Building)
701 Washington Street
High Point, NC

Dear Ms. Chappell,

Scope of Work:

To remove and dispose of asbestos containing materials per survey dated November 11, 2013 performed by Doug Riggs Inspector # 12816 according to NESHAP regulations. As this project contains regulated materials, a permit application must be filed with the State of NC. This permitting process requires a full two week notice from Notice to Proceed to start of project. All work to be performed within a negative pressure containment. No replacement materials are included in this price. Third Party air monitor (Trinity Environmental, LLC) for final PCM air clearances are included in this price. A waste manifest will be provided as proof of proper disposal of asbestos containing materials. This price includes all required permitting fees.

Total Price: Six Thousand Four Hundred Seventy-Two Dollars and 00/100 (\$6,472.00)

The following terms and conditions apply:

1. No work can be scheduled until this contract is signed and returned to the offices of Abatemaster, Inc.

Proposal AI#P13-828 (Revision)
City of High Point
Tarinda Chappell
701 Washington Street
High Point, NC
Page 2
July 14, 2014

2. **Insurance:** Abatemaster Inc. carries all statutory insurance as follows: Workmen's Compensation, Vehicle Liability and Collision, and General Liability Insurance including coverage for Asbestos Exposures with Standard Policy Limits of \$1,000,000 and an Umbrella Policy with Limits of \$5,000,000.
3. **Damages and Repairs:** Due to the nature of the removal process, some damages can be expected to walls, floors, paint, wallcoverings, carpet and tile from tape adhesive, water, etc. Abatemaster will take all possible precautions, but the Owner is responsible for repairing any damages due to the removal activity. The exception will be if Abatemaster causes damages as a result of negligence, then such repairs will be performed by Abatemaster.
4. **Payment:** Due upon completion and receipt of invoice.

Our price will remain in effect for thirty days and is contingent upon the following conditions:

1. Regulations governing asbestos abatement remain in effect without any change.
2. Disposal requirements effecting asbestos do not change.

The Owner will be responsible for the following:

1. Provide uninterrupted path of access to the work area and staging area for vehicles, material and equipment of sufficient size.

July 14, 2014

DATE



AUTHORIZED ABATEMASTER INC. SIGNATURE

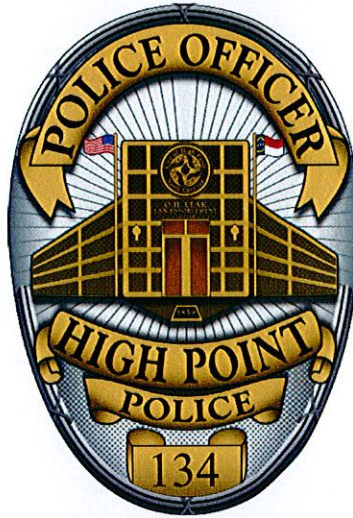
To Abatemaster Inc.:

Sign and return in order to proceed with work as described in this proposal.

DATE

AUTHORIZED SIGNATURE FOR OWNER

NEIGHBORHOOD LEADERS COUNCIL



Presented to

OFFICER MIKE PREVOST

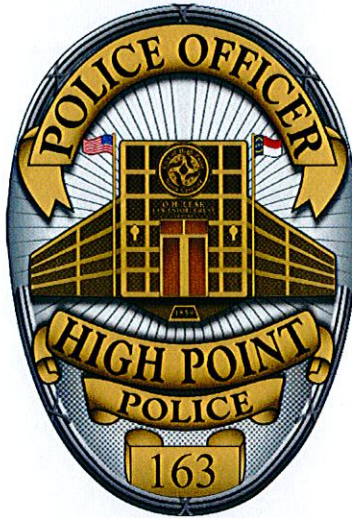
We, the members of the Neighborhood Leaders Council, thank you for your devotion, dedication and countless hours of hard work for the citizens of our community. You are an important part of our community. We present this award to you as a symbol of lifelong friendship.

Presented on July 21, 2014

Burns Hill Neighborhood Association
Cedrow Residents' Association
Five Points Community Pride Association
Highland Mills Neighborhood Association
Oakview Citizens' Council

Macedonia Neighborhood Association
Pershing Street Watch Group
Southside Neighborhood Association
Washington Street Neighborhood Association
West End Neighborhood Association

NEIGHBORHOOD LEADERS COUNCIL



Presented to

OFFICER ROBERT BURCHETTE

We, the members of the Neighborhood Leaders Council,
thank you for your devotion, dedication and countless
hours of hard work for the citizens of our community.
You are an important part of our community. We present
this award to you as a symbol of lifelong friendship.

Presented on July 21, 2014

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Cedrow Residents' Association
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Oakview Citizens' Council

Macedonia Neighborhood Association
Pershing Street Watch Group
Southside Neighborhood Association
Washington Street Neighborhood Association
West End Neighborhood Association

TERM EXPIRATIONS 2015

CITY OF HIGH POINT	4/1/2015				
BOARDS & COMMISSIONS					
TERM EXPIRATIONS FOR 2015					
BOARD	MEMBER	Ward	EXPIRATION	Eligible for reappt.	Appointment Responsibility
ABC Board	Mary Lou Blakeney		2/8/2015	yes	Mayor w/CC approval
ABC Board	James Tanner		11/15/2015	no	Mayor w/CC approval
ABC Board	VACANT (Finance)		2/8/2016		Mayor w/CC approval
Board of Adjustment	Larry Barr Sr.		7/1/2015		Mayor w/CC approval
Board of Adjustment	Michael Fox Sr.		7/1/2015	yes	Mayor w/CC approval
Board of Adjustment	Justin Gibhardt		7/1/2015	yes	Mayor w/CC approval
Board of Adjustment	Andre White (alternate)		7/1/2014	yes	Mayor w/CC approval
Citizens Advisory Council	Jerry Mingo		5/31/2014		AL/Alexander
Citizens Advisory Council	VACANT	3	5/31/2016		3/HILL
Economic Development Corporation	Lee Boone		6/30/2015	no	Mayor w/CC approval
Economic Development Corporation	Ashley Davis Williams		6/30/2015	yes	Mayor w/CC approval
Economic Development Corporation	Sharisse Fuller		6/30/2015	yes	Mayor w/CC approval
Economic Development Corporation	Diana Parrish		6/30/2015	yes	Mayor w/CC approval
Economic Development Corporation	Curtis Wilson		6/30/2015	yes	Mayor w/CC approval
Guilford County Historical Pres. Comm.	Abigaile Pittman		4/1/2015	no	Mayor w/CC approval
Guilford County/City Ins. Adv. Comm.	John Causey		12/21/2015	yes	Mayor w/CC approval
Guilford County/City Ins. Adv. Comm.	Rudy Hinnant		12/21/2014	yes	Mayor w/CC approval
Guilford County/City Ins. Adv. Comm.	Skip Queen		12/21/2013	yes	Mayor w/CC approval
Historic Preservation Commission	Phyllis Bridges	1	7/1/2015	yes	1/GOLDEN
Historic Preservation Commission	Benjamin Briggs	At-Large Member	7/1/2015	yes	AL/C. DAVIS
Historic Preservation Commission	Peter Freeman	4	7/1/2015	yes	4/WAGNER
Historic Preservation Commission	VACANT	At-Large Member	7/1/2016		AL/ALEXANDER
Housing Authority Board	James LeGrande		12/22/2015		Mayor w/CC approval
Housing Authority Board	Laura Wiley		12/22/2014	yes	Mayor w/CC approval
Human Relations Commission	Barbara Collins	At-Large Member	5/1/2014	yes	Council- Golden (Liaison)
Human Relations Commission	Larry Diggs	Special Interest	5/1/2014	yes	Council- Golden (Liaison)
Human Relations Commission	Robert Lee Fowler	Board of Realtors	5/1/2015		Council- Golden (Liaison)
Human Relations Commission	Abay Gidey	At-Large Member	5/1/2014	no	Council- Golden (Liaison)
Human Relations Commission	Rick Johnson	Special Interest	5/1/2015		Council- Golden (Liaison)
Human Relations Commission	Michael Prioleau	Workforce Dev	5/1/2015	no	Council- Golden (Liaison)
Human Relations Commission	Pam Sullivan	At-Large Member	5/1/2014	yes	Council- Golden (Liaison)
Human Relations Commission	Jason Yates	At-Large Member	5/1/2014	yes	Council- Golden (Liaison)

TERM EXPIRATIONS 2015

Human Relations Commission	Milagros Amaro	At-Large Member	5/1/2012	no	Council- Golden (Liaison)	
Human Relations Commission	VACANT	Bar Association			Council- Golden (Liaison)	
Library Board of Trustees	Kay Anderson	5	10/31/2014	no	5/J. DAVIS	
Library Board of Trustees	VACANT	4	10/31/2014	yes	4/WAGNER	
Library Board of Trustees	Yvonne Bostic Short	6	10/31/2014	yes	1/GOLDEN	
Library Board of Trustees	Yvonne Matlosz	At-Large Member	10/31/2015	yes	AL/ALEXANDER	
Library Board of Trustees	Caroline McGuinn	3	10/31/2015		3/HILL	
Library Board of Trustees	Carol Young	At-Large Member	10/31/2015		AL/MAYOR	
Parks & Recreation Commission	Jim Bronnert	4	7/1/2015	yes	4/WAGNER	
Parks & Recreation Commission	Joe Ellenburg	2	7/1/2014	no	AL/ALEXANDER	
Parks & Recreation Commission	Gary Ollis	5	7/1/2015	yes	5/J. DAVIS	
Parks & Recreation Commission	Brian Petty	6	7/1/2015	yes	6/EWING	
Piedmont Triad Airport Auth	Don Webb		4/20/2015	yes	Mayor w/CC approval	
Planning & Zoning Comm.	James Armstrong	3	7/1/2015	yes	3/HILL	
Planning & Zoning Comm.	Tom Kirkman		7/1/2015	yes	AL/C. DAVIS	
Planning & Zoning Comm.	VACANT	ETJ	7/1/2015		MAYOR	
Theatre Advisory Board	Amanda Anderson		6/1/2015	yes	Liaison: ALEXANDER (not ward specific)	
Theatre Advisory Board	Ryan Feguson		6/1/2015	yes	Liaison: ALEXANDER (not ward specific)	
Theatre Advisory Board	Charity Jackson		6/1/2015	yes	Liaison: ALEXANDER (not ward specific)	

**DEPARTMENT OF PLANNING AND DEVELOPMENT
INSPECTION SERVICES DIVISION
HOUSING ENFORCEMENT**

**ORDINANCE
REQUEST:**

Ordinance to Demolish

**PROPERTY
ADDRESS:**

1204 Pearson Place

OWNER:

Hines G. Smith Estate

**FIRST
INSPECTION:
4-16-2013**

Summary of Major Violations
1) plumbing system has been removed
2) electrical system has been removed
3) heating unit has been removed
4) cracks in the foundation walls
5) rotten exterior rear wall
6) rotten floor system throughout structure
7) leaking roof

**HEARING
RESULTS:
5-20-2013**

The owner did not appear for the hearing. During the hearing the following findings of fact were established. There are numerous violations of the Minimum Housing Code. There are structural violations creating an unsafe dwelling. The dwelling is currently uninhabitable due to the numerous Minimum Housing Code violations. In its present state necessary repairs to the dwelling exceed 50% of the tax value. The Guilford County tax value is \$400.00. The repair estimate is 29,500.

**ORDER(S)
ISSUED:**

Order to Repair or Demolish with a compliance date of 8-28-2013

APPEALS:

No appeals to date.

**OWNER
ACTIONS:**

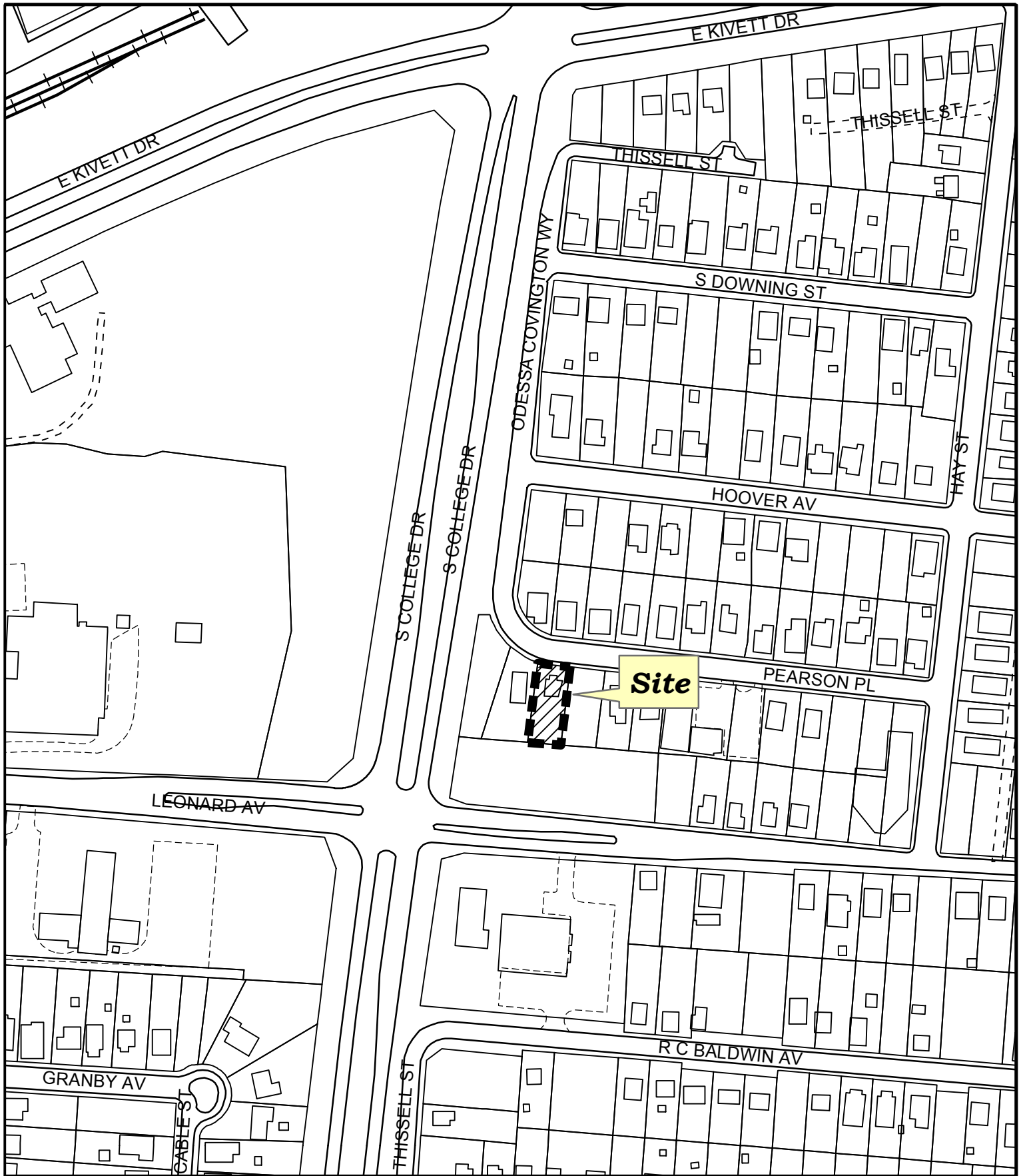
There have been no permits issued and repairs have not started.

EXTENSIONS:

None requested by owner.

**CURRENT
STATUS:**

Conditions still exist.



1204 Pearson Place

Ordinance to Demolish



Location of subject property

**Planning and Development
Department**

City of High Point

Date: July 14, 2014



Scale: 1"=200'

y:/ba-pz/Inspections/
ord-demo.mxd

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

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

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

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

PROPERTY LOCATION

1204 Pearson Place
High Point, NC

OWNER (S)

Hines G Smith Estate
1612 Sycamore Av
Bellevue, NE 68005

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

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

Adopted by City Council,
This the 21st day of July, 2014

Lisa B. Vierling, City Clerk



1204 Pearson Place

Public Services Department

Wm. Scott Cherry, P.E.
PUBLIC SERVICES CIVIL ENGINEER



MEMORANDUM

DATE: July 11, 2014

TO: Bob Morgan, Assistant City Manager

FROM: Terry L. Houk, Director of Public Services

A handwritten signature in blue ink, reading "Terry L. Houk".

Wm. Scott Cherry, Public Services Civil Engineer

A handwritten signature in blue ink, reading "Wm. Scott Cherry".

SUBJECT: Agenda Item –Highway 66 Water Improvements, Phase II

I respectfully request that the following be included for consideration on the next City Council Agenda:

Consideration and approval of Contract to Yates Construction Company, Inc. for the Highway 66 Water Improvements, Phase II, in the amount of \$1,295,899.58.

Please see attached bid recommendation from Davis Martin Powell.

Funding for this payment will be made from the following account: **421779 - 533701 - 421131026305 – 40201**

If you have any questions, please contact me.

pc: JoAnne Carlyle, City Attorney
Jeff Moore, Finance Director
Tarinda Chappell, Purchasing Director
File

July 2, 2014

Re: City of High Point, N.C.
Highway 66 Water Imp. – Phase 2
Bid No. 58-062514
DMP Project 120139 (AL)

Mr. Terry Houk
Director of Public Services
City of High Point
PO Box 230
High Point, NC 27261

Dear Terry:

Bids were received by the Purchasing Department on June 25, 2014 for the above referenced project. A total of seven (7) bids were submitted and read, as summarized below.

Bidder	Total Bid
Yates Construction Company, Inc Stokesdale, NC	\$ 1,295,899.58
PF Plumbing Contractors, Inc Winston Salem, NC	\$ 1,399,241.00
Tony E. Hawley Construction Co., Inc Kenly, NC	\$ 1,678,987.55
State Utility Contractors, Inc Monroe, NC	\$ 1,748,235.00
Charles D. Lowder, Inc Winston Salem, NC	\$ 1,751,890.00
Jimmy R. Lynch & Sons, Inc Pilot Mountain, NC	\$ 2,373,777.60 ⁽¹⁾
Breece Enterprise, Inc High Point, NC	\$ 2,390,120. 00

⁽¹⁾ Bid contained a mathematical error in the summation of the Item Amounts. After correction, the total bid price is \$ 2,383,185.60. We have discussed the error with a representative of Jimmy R. Lynch & Sons and they have acknowledged the error.

The lowest bidder on this project, Yates Construction Company, Inc., is a properly licensed utility contractor and is capable of performing the work required by the Contract.

Based on prior conversations with City Staff, we requested that Contractors provide two unit prices for the bored roadway crossings: "In-Soil" price and "Not-in-Soil" price. In the Proposal form, we included the full lengths in each unit price line item. While this inflates the bid amount, it provides the most viable method for obtaining an accurate unit cost for each "type" of bore. . It is understood that the Contract will only pay for the material encountered and verified during installation. It is anticipated that the final Contract cost will be lower than the Contract Award amount, excluding unforeseen costs and/or change orders, by an amount up to \$ 352,800.00.

Based upon the information presented above, DMP recommends the City of High Point City Council consider awarding this contract to Yates Construction Company, Inc., in the amount of \$ 1,295,899.58.

The overall Project Budget is summarized as follows:

Construction Cost	\$ 1,295,899. ⁵⁸
Engineering Design	\$ 150,000. ⁰⁰
Easement Mapping & Surveys	\$ 10,000. ⁰⁰
Construction Technical Services	\$ 127,500. ⁰⁰
Construction Contingencies, etc.	\$ 259,180. ⁴²
Recommended Project Budget	\$ 1,842,580.⁰⁰

Construction Contingencies, easement acquisitions, etc are budgeted at approximately 20% of construction due to unknown costs associated with easement compensation and to provide an additional allowance for unknowns which may be encountered during construction.

Upon City Council's approval, we will prepare the Construction Contracts and schedule a pre-construction conference. We have enclosed the certified bid tabulation, the original bid documents from all bidders and the low bidder's MBE documentation (Affidavit C). We greatly appreciate the opportunity to provide this design service for the City and look forward to the project's timely and satisfactory completion.

If you have any questions or need additional information, please feel to call.

Sincerely,

DAVIS-MARTIN-POWELL & ASSOCIATES



Ben Palmer, PE

c: Ms. Tarinda Chappell (enc)
File (enc)

BID TABULATION

				Yates Construction Co., Inc. 9220 NC 65 Stokesdale, NC 27357				PF Plumbing Contractors, Inc. 6221 Hackers Bend Ct. Winston Salem, NC 27103				Tony E. Hawley Const. Co., Inc. 8156 NC Hwy 42 West Kenly, NC 27542				State Utility Contractors, Inc. PO Box 5019 Monroe, NC 28111-5019			
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		
BASE BID																			
1	Mobilization	1	LS	\$61,700.00	\$61,700.00	\$38,000.00	\$38,000.00	\$48,902.55	\$48,902.55	\$52,300.00	\$52,300.00								
2	12" DIP Water Line	9,920	LF	\$40.00	\$396,800.00	\$55.25	\$548,080.00	\$57.00	\$565,440.00	\$62.00	\$615,040.00								
3	6" DIP Water Line	60	LF	\$26.07	\$1,564.20	\$25.00	\$1,500.00	\$30.00	\$1,800.00	\$40.00	\$2,400.00								
4	12" DIP Restrained Joint Water Line	690	LF	\$58.87	\$40,620.30	\$70.00	\$48,300.00	\$70.00	\$48,300.00	\$70.00	\$48,300.00								
5	12" Gate Valve & Box	8	Ea	\$2,000.00	\$16,000.00	\$2,500.00	\$20,000.00	\$2,500.00	\$20,000.00	\$2,000.00	\$16,000.00								
6	6" Gate Valve & Box	6	Ea	\$1,000.00	\$6,000.00	\$1,000.00	\$6,000.00	\$1,000.00	\$6,000.00	\$950.00	\$5,700.00								
7	DIP Fittings	8,000	Lbs	\$3.50	\$28,000.00	\$3.60	\$28,800.00	\$3.00	\$24,000.00	\$3.00	\$24,000.00								
8	24" Steel Encasement by Bore & Jack Method - In Soil	784	LF	\$229.00	\$179,536.00	\$190.00	\$148,960.00	\$325.00	\$254,800.00	\$285.00	\$223,440.00								
9	24" Steel Encasement by Bore & Jack Method - Not In Soil	784	LF	\$450.00	\$352,800.00	\$419.00	\$328,496.00	\$660.00	\$517,440.00	\$610.00	\$478,240.00								
10	12" DIP - RJ in Encasement	784	LF	\$58.87	\$46,154.08	\$70.00	\$54,880.00	\$70.00	\$54,880.00	\$160.00	\$125,440.00								
11	6" 3-Way Fire Hydrant (4 1/2' Bury)	6	Ea	\$1,600.00	\$9,600.00	\$2,900.00	\$17,400.00	\$2,700.00	\$16,200.00	\$2,800.00	\$16,800.00								
12	3" ARV in Manhole, Complete	1	Ea	\$3,200.00	\$3,200.00	\$11,100.00	\$11,100.00	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00								
13	Select Backfill (when ordered)	850	CY	\$25.00	\$21,250.00	\$7.00	\$5,950.00	\$2.00	\$1,700.00	\$20.00	\$17,000.00								
14	Trench Stabilization Stone (when ordered)	550	Ton	\$25.00	\$13,750.00	\$25.00	\$13,750.00	\$1.00	\$550.00	\$28.00	\$15,400.00								
15	CABC Driveway Stone	600	Ton	\$25.00	\$15,000.00	\$30.00	\$18,000.00	\$30.00	\$18,000.00	\$24.00	\$14,400.00								
16	Remove and Replace Paved Driveway	215	LF	\$110.00	\$23,650.00	\$40.00	\$8,600.00	\$25.00	\$5,375.00	\$65.00	\$13,975.00								
17	Remove and Replace Concrete Driveway	50	LF	\$110.00	\$5,500.00	\$75.00	\$3,750.00	\$30.00	\$1,500.00	\$120.00	\$6,000.00								
18	Remove and Replace Concrete Curb & Gutter	80	LF	\$30.00	\$2,400.00	\$75.00	\$6,000.00	\$50.00	\$4,000.00	\$25.00	\$2,000.00								
19	Temporary Silt Fence	8,300	LF	\$2.50	\$20,750.00	\$2.25	\$18,675.00	\$2.00	\$16,600.00	\$2.50	\$20,750.00								
20	Temporary Stone Outlet for Silt Fence	7	Ea	\$175.00	\$1,225.00	\$700.00	\$4,900.00	\$300.00	\$9,000.00	\$200.00	\$1,400.00								
21	Rip-Rap Pipe Inlet Protection	30	Ea	\$150.00	\$4,500.00	\$400.00	\$12,000.00	\$300.00	\$9,000.00	\$200.00	\$6,000.00								
22	Rip Rap Pipe Outlet Protection	30	Ea	\$150.00	\$4,500.00	\$400.00	\$12,000.00	\$300.00	\$9,000.00	\$200.00	\$6,000.00								
23	Temporary Rock Check Dam	2	Ea	\$200.00	\$400.00	\$400.00	\$800.00	\$300.00	\$600.00	\$200.00	\$400.00								
24	Temporary Construction Entrance	2	Ea	\$2,500.00	\$5,000.00	\$3,500.00	\$7,000.00	\$500.00	\$1,000.00	\$2,500.00	\$5,000.00								
25	Class II Rip Rap, w/Stone & Filter Fabric Underlayment	750	SY	\$45.00	\$33,750.00	\$46.00	\$34,500.00	\$60.00	\$45,000.00	\$34.00	\$25,500.00								
26	Excelsior Matting	900	SY	\$2.50	\$2,250.00	\$2.00	\$1,800.00	\$2.00	\$1,800.00	\$2.50	\$2,250.00								
TOTAL BASE BID (Items 1-26)					\$1,295,899.58		\$1,399,241.00		\$1,678,987.55		\$1,748,235.00								

= Denotes math error corrected during tabulation

BID TABULATION

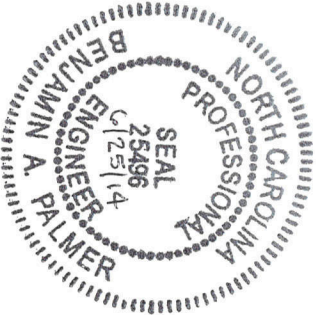
				Charles D. Lowder, Inc. 2810 Griffith Road Winston Salem, NC 27103		Jimmy R. Lynch & Sons, Inc. PO Drawer BB Pilot Mountain, NC 27041		Breece Enterprise, Inc. 2203 Eastchester Drive High Point, NC 27265	
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
BASE BID									
1	Mobilization	1	LS	\$50,000.00	\$50,000.00	\$70,800.00	\$70,800.00	\$120,000.00	\$120,000.00
2	12" DIP Water Line	9,920	LF	\$70.00	\$694,400.00	\$76.03	\$754,217.60	\$70.00	\$694,400.00
3	6" DIP Water Line	60	LF	\$50.00	\$3,000.00	\$33.00	\$1,980.00	\$60.00	\$3,600.00
4	12" DIP Restrained Joint Water Line	690	LF	\$90.00	\$62,100.00	\$94.00	\$64,860.00	\$80.00	\$55,200.00
5	12" Gate Valve & Box	8	Ea	\$3,500.00	\$28,000.00	\$2,662.00	\$21,296.00	\$5,000.00	\$40,000.00
6	6" Gate Valve & Box	6	Ea	\$2,000.00	\$12,000.00	\$1,344.00	\$8,064.00	\$2,000.00	\$12,000.00
7	DIP Fittings	8,000	Lbs	\$6.00	\$48,000.00	\$4.80	\$38,400.00	\$6.00	\$48,000.00
8	24" Steel Encasement by Bore & Jack Method - In Soil	784	LF	\$190.00	\$148,960.00	\$351.00	\$275,184.00	\$280.00	\$219,520.00
9	24" Steel Encasement by Bore & Jack Method - Not In Soil	784	LF	\$425.00	\$333,200.00	\$1,131.00	\$886,704.00	\$1,100.00	\$862,400.00
10	12" DIP - RJ in Encasement	784	LF	\$95.00	\$74,480.00	\$64.00	\$50,176.00	\$200.00	\$156,800.00
11	6" 3-Way Fire Hydrant (4 1/2' Bury)	6	Ea	\$4,000.00	\$24,000.00	\$2,982.00	\$17,892.00	\$5,000.00	\$30,000.00
12	3" ARV in Manhole, Complete	1	Ea	\$10,000.00	\$10,000.00	\$5,347.00	\$5,347.00	\$8,000.00	\$8,000.00
13	Select Backfill (when ordered)	850	CY	\$40.00	\$34,000.00	\$30.00	\$25,500.00	\$10.00	\$8,500.00
14	Trench Stabilization Stone (when ordered)	550	Ton	\$45.00	\$24,750.00	\$33.00	\$18,150.00	\$20.00	\$11,000.00
15	CABC Driveway Stone	600	Ton	\$45.00	\$27,000.00	\$30.00	\$18,000.00	\$30.00	\$18,000.00
16	Remove and Replace Paved Driveway	215	LF	\$210.00	\$45,150.00	\$37.00	\$7,955.00	\$20.00	\$4,300.00
17	Remove and Replace Concrete Driveway	50	LF	\$165.00	\$8,250.00	\$94.00	\$4,700.00	\$20.00	\$1,000.00
18	Remove and Replace Concrete Curb & Gutter	80	LF	\$60.00	\$4,800.00	\$25.00	\$2,000.00	\$50.00	\$4,000.00
19	Temporary Silt Fence	8,300	LF	\$4.00	\$33,200.00	\$2.00	\$16,600.00	\$5.00	\$41,500.00
20	Temporary Stone Outlet for Silt Fence	7	Ea	\$500.00	\$3,500.00	\$150.00	\$1,050.00	\$100.00	\$700.00
21	Rip-Rap Pipe Inlet Protection	30	Ea	\$75.00	\$2,250.00	\$300.00	\$9,000.00	\$100.00	\$3,000.00
22	Rip Rap Pipe Outlet Protection	30	Ea	\$75.00	\$2,250.00	\$300.00	\$9,000.00	\$100.00	\$3,000.00
23	Temporary Rock Check Dam	2	Ea	\$1,000.00	\$2,000.00	\$150.00	\$300.00	\$100.00	\$200.00
24	Temporary Construction Entrance	2	Ea	\$6,500.00	\$13,000.00	\$2,605.00	\$5,210.00	\$1,500.00	\$3,000.00
25	Class II Rip Rap, w/Stone & Filter Fabric Underlayment	750	SY	\$80.00	\$60,000.00	\$92.00	\$69,000.00	\$50.00	\$37,500.00
26	Excelsior Matting	900	SY	\$4.00	\$3,600.00	\$2.00	\$1,800.00	\$5.00	\$4,500.00
TOTAL BASE BID (Items 1-26)					\$1,751,890.00		\$2,383,185.60		\$2,390,120.00

= Denotes math error corrected during tabulation

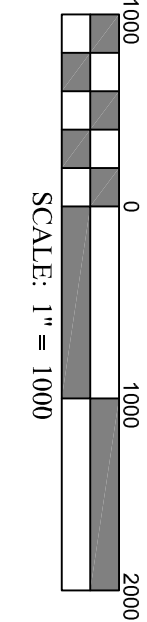
THIS IS TO CERTIFY THAT THIS TABULATION IS
CORRECT AND A TRUE AND ACCURATE COPY OF THE
BIDS SUBMITTED, THIS THE 25th DAY OF JUNE, 2014.
DAVIS-MARTIN-POWELL AND ASSOCIATES, INC.

By:

Ben Palmer, PE



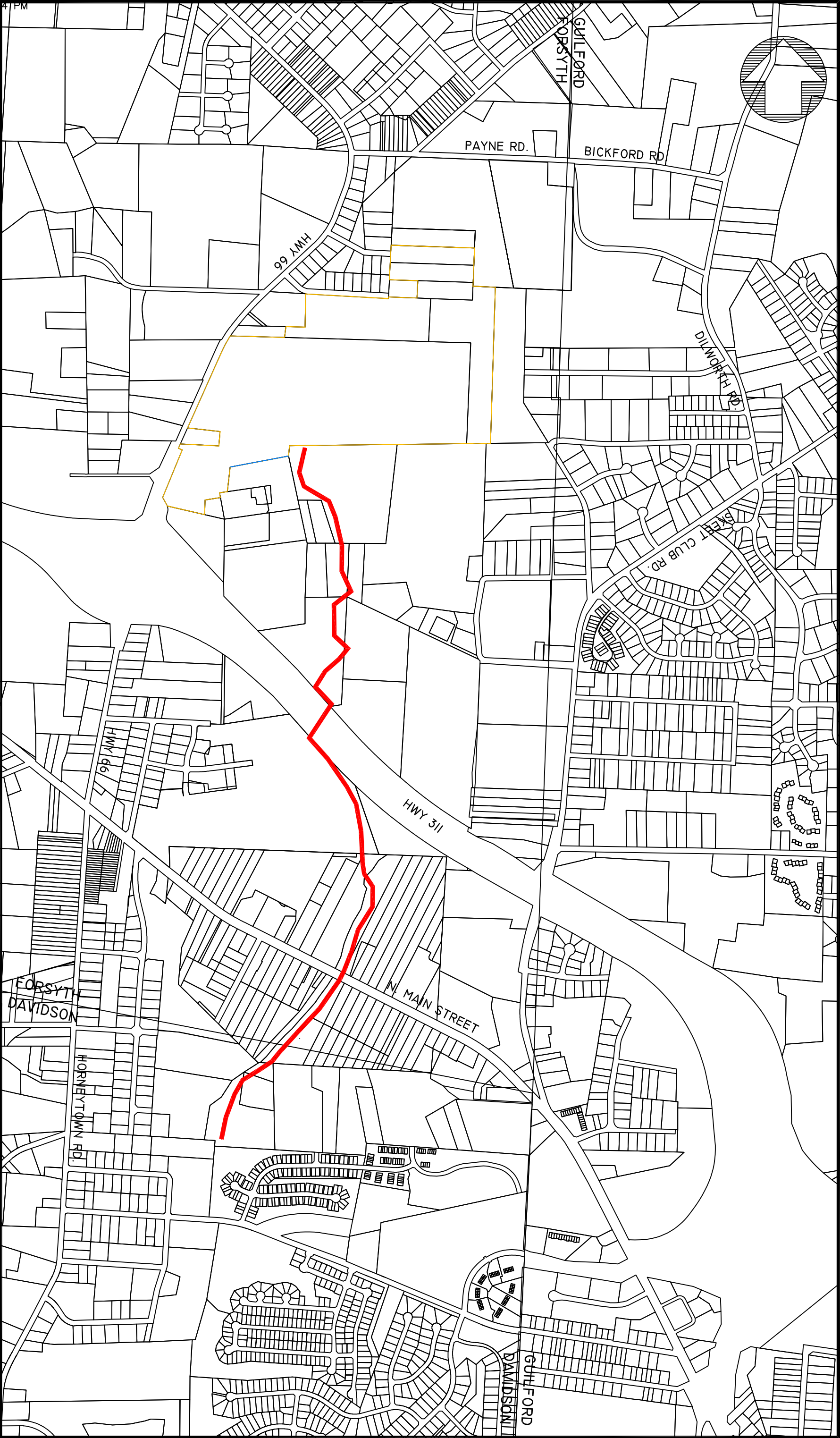
DAVIS • MARTIN • POWELL
ENGINEERS & SURVEYORS
6415 OLD PLANK RD, HIGH POINT, NC 27265
(336) 886-4821 | WWW.DMP-INC.COM | LICENSE: F-0245



CITY OF HIGH POINT, NC
HIGHWAY 66
SEWER SYSTEM IMPROVEMENTS

PROPOSED SEWER (12" DUCTILE IRON)

PARCEL INFO TAKEN FROM AVAILABLE GIS DATA





**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: **Public Services**

COUNCIL AGENDA DATE: **Jul 21, 2014**

BID NO.: **58-062514**

CONTRACT NO.: **58-062514**

DATE OPENED: **Jun 25, 2014**

DESCRIPTION:

Highway 66 Water Improvements, Phase II

PURPOSE:

This Contract is for the proposed water improvements for Highway 66.

COMMENTS:

City Council is requested to award a contract for the water improvements for the Public Services Department in the amount of \$1,295,899.58

RECOMMEND AWARD TO: **Yates Construction Company, Inc.**

AMOUNT: **\$1,295,899.58**

JUSTIFICATION:

Yates Construction Company, Inc. was the lowest responsive bidder of this Contract, and has successfully performed similar work for the City. Please see attached Davis Martin Powell recommendation.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
421779	533701	421131026305	40201	\$1,295,899.58
TOTAL BUDGETED AMOUNT				\$1,295,899.58

DEPARTMENT HEAD:

Terry L. Houk

Digitally signed by Terry L. Houk
DN: cn=Terry L. Houk, o=Public Services, ou=City of High Point, email=terry.houk@highpointnc.gov, c=US
Date: 2014.07.15 13:26:10 -0400

DATE: **Jul 15, 2014**

The Purchasing Division concurs with recommendation submitted by the **Public Services and recommends award to the lowest responsible, responsive bidder **Yates Construction** in the amount of \$ **1,295,899.58**.**

PURCHASING MANAGER:

Tarinda Chappell

Digitally signed by Tarinda Chappell
DN: cn=Tarinda Chappell, o=City of High Point, ou=Purchasing, email=tarinda.chappell@highpointnc.gov, c=US
Date: 2014.07.15 13:27:47 -0400

DATE: **Jul 15, 2014**

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR:

Digitally signed by Jeffery A. Moore
DN: cn=Jeffery A. Moore, o=City of High Point, NC, ou=Financial Services Director, email=jeffmoore@highpointnc.gov, c=US
Date: 2014.07.16 11:59:23 -0400

DATE: **Jul 16, 2014**

CITY MANAGER: **Randy E. McCaslin**

Digitally signed by Randy E. McCaslin
DN: cn=Randy E. McCaslin, o=City of High Point, NC, ou=City Manager, email=randy.mccaslin@highpointnc.gov, c=US
Date: 2014.07.16 12:02:20 -0400

DATE: **Jul 16, 2014**

NORTH CAROLINA

LEASE AGREEMENT

GUILFORD COUNTY

THIS AGREEMENT ("Agreement") entered into this ____ day of _____, 2014, between the City of High Point ("City"), a North Carolina municipal corporation with its principal address at 211 South Hamilton Street, P. O. Box 230, High Point, North Carolina 27261, and Theatre Art Galleries, Inc. ("TAG"), a non-profit corporation organized under the laws of North Carolina whose address is 220 East Commerce Avenue, High Point, North Carolina, 27260 (City and TAG are each a "Party" and are collectively the "Parties").

WITNESSETH:

WHEREAS, the City owns and operates the High Point Theatre ("Theatre") whose address is 220 East Commerce Avenue, High Point, North Carolina, 27260. TAG wishes to lease a portion of the Theatre's primary gallery spaces commonly referred to as Room T-121, Room T-214, Room T-204 and Room T-206 ("Leased Area"); and

WHEREAS, TAG has previously maintained its business offices and operated its daily business within designated areas within the Theatre building and at the date of this Agreement is currently occupying the Leased Area for such business; and

WHEREAS, the City, to provide for artistic expression, education and culture and to advance opportunities for its citizens, desires to have TAG continue to locate its gallery, office operations and primary place of business within the Leased Area of the Theatre; and

WHEREAS, the City Council, in promoting economic development and cultural education, finds that this lease Agreement will provide the public with additional opportunities at the Theatre which serve the recreational and cultural needs, and general welfare of the public and it is in the best interest of the City and its citizens; and

WHEREAS, the City Council has determined that the City will not have need of the Leased Area, to the extent such would conflict with TAG's use during the period of this Agreement; and

WHEREAS, both Parties wish to work together to effectuate the terms of this Agreement and agree to be subject to any changes in policy of the City Council and Theatre Advisory Committee in exercising the terms of the Agreement.

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

1. PURPOSE OF LEASE AGREEMENT. The purpose of this Agreement is to allow TAG to use Leased Area for art gallery events and a place of business. TAG shall not use

Leased Area for purposes other than those permitted in this Agreement without City's prior written consent. The above Recitals are made a part of this Agreement.

2. **REPRESENTATIONS AND WARRANTIES OF TAG.** TAG makes the following representations and warranties to and for the benefit of City as of the effective date of this Agreement:

- (a) TAG has full power and authority to execute this Agreement, to consummate the transactions provided for herein and to perform its obligation hereunder in a full and timely manner in accordance with the provisions hereof;
- (b) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of TAG, and this Agreement is a valid, legal, and binding obligation of TAG, enforceable according to its terms; and
- (c) TAG's use of Leased Area shall not interfere with City's use of the Theatre including any common areas.

3. **USE OF THE LEASED AREA.** City hereby leases and grants TAG rights and interests, as set forth herein, to use Leased Area within the Theatre as follows:

- (a) TAG may use Leased Area for art display and business office;
- (b) TAG may display art using the gallery track system, pedestal displays or free standing art walls. Nails, screws or other like fastening devices are not permitted on Theatre walls;
- (c) Any eating or drinking will be contained within the Main Gallery or Gallery C areas of the Theatre unless written approval is given by the Theatre Director that such activities are allowed elsewhere; and
- (d) TAG shall notify the Theatre House Manager of all gallery events at least one (1) month in advance of the planned event to insure that all climate control needs are met. All TAG events will be scheduled around the Theatre calendar so as not to conflict with Theatre events. Receptions that TAG may hold with their events may not be scheduled if shows are already scheduled in the Theatre proper. Any change in the scheduling terms of this section must be provided for in writing signed by the Theatre Director.

4. **TAG DUTIES AND OBLIGATIONS.** TAG shall, at its own cost and expense:

- (a) TAG will be responsible for maintaining the gallery art lighting in the Leased Area as well as all installation, set up, and cleanup of the Leased Area for their events;
- (b) A paid TAG staff person must be on duty for all TAG events. The TAG staff person will be responsible for security, opening the area before the event and

closing the area after the event is over and operating the heating and cooling as needed;

- (c) The TAG Director shall be responsible for the daily opening and closing of the Leased Area. Under no circumstances will TAG volunteers be given keys to the Theatre or Leased Area. If for any reason the TAG Director is unable to open or close the gallery Leased Area for an event, the Theatre Director must be notified twenty-four (24) hours in advance;
- (d) TAG will follow the policies and procedures set forth by both the High Point Theatre Advisory Board and those approved by the High Point City Council. All scheduling for installation, set up and removal of TAG gallery shows and for any times utilizing the Leased Area must be coordinated with the Theatre Director; and
- (e) Upon the expiration or termination of this Agreement, TAG shall promptly return the Leased Area to the same condition they were at the inception of this Agreement, normal wear and tear excepted. TAG shall be liable for any damage to the Leased Area upon expiration or termination of this Agreement, normal wear and tear excepted.

5. **CITY DUTIES AND OBLIGATIONS.** City shall, at its own cost and expense:

- (a) Provide to TAG the use of the Leased Area to which TAG is entitled pursuant to this Agreement and ensure that TAG shall peacefully have and enjoy their Leased Area within the Theatre and the rights and privileges granted under the Agreement;
- (b) Maintain Theatre in good condition subject to normal wear and tear, and make timely repairs thereto;
- (c) Provide electricity and lighting for Theatre, provide water and heating and air conditioning for all areas within the Theatre and pay the cost of all utility services and all property-related taxes, other than telecommunications, used by TAG at Theatre and the Leased Area; and
- (d) Provide weekly janitorial services for the Theatre, exclusive of care and maintenance of the area and equipment which requires cleaning or maintenance due to TAG's use of the Leased Area.

6. **IMPROVEMENTS.** TAG shall, at its sole cost and expense, be responsible for the upfit of the Leased Area, the installation of any fixtures therein and obtaining any required permits or inspections. TAG shall obtain the prior written approval of City to construct any structural changes to the Leased Area. Within thirty (30) days of the termination of this Agreement, TAG shall remove those fixtures that can be removed without structural damage to Depot, and all fixtures that cannot be removed without damage shall become the property of City. TAG shall

install and maintain, at its sole cost and expense, all phone, cable, data or other communication equipment needed by TAG.

7. **TERM OF LEASE.** This Agreement shall commence upon the execution of this Agreement by the Parties (hereinafter referred to as the “Commencement Date”) and shall be for one (1) years. Provided that if TAG is not in default hereunder, and is interested in extending the term of this Agreement, TAG shall provide written notice of such intention no later than thirty (30) days prior to the termination of the one (1) year term, and if mutually agreed upon, Parties shall thereafter attempt to negotiate a new Agreement representing the terms of agreement applicable at that time.

8. **INSURANCE.** TAG shall secure and maintain in force and effect throughout the term of this Agreement, as such term may be extended, insurance coverage that shall, at a minimum, include the following:

- (a) Statutory workers’ compensation insurance;
- (b) Commercial general liability insurance, including personal injury, advertising, and bodily injury including products and completed operations, property damage, broad form contractual coverage, and automobile liability coverage, of not less than two million dollars (\$2,000,000) per occurrence and policy aggregate limit;
- (c) If selling alcoholic beverages: liquor liability insurance; and
- (d) Insurance providing coverage for the property of TAG and TAG’s invitees.

9. **INDEMNIFICATION.** TAG shall indemnify and hold the City, its members, managers, officers, employees and agents, harmless from and against any and all claims, losses, liabilities, expenses, charges and damages, including but not limited to attorney and expert fees, arising from, or relating to: (a) any breach by TAG of any clause, term, or condition of this Agreement; (b) any breach or violation by TAG or its officers, employees, and agents of any applicable criminal or civil law, rule or regulation, including environmental laws; and (c) the negligence, reckless, or intentional acts or omissions of TAG, its officers, employees and agents. The City shall within ten (10) days of its receipt of notice of a claim deliver such notice to TAG. TAG shall then promptly assume the defense of any claim, suit or action within the scope of this indemnification at its expense, upon being notified hereof. The Parties shall cooperate in the defense or settlement of any claim, demand, suit or proceeding to which this indemnification obligation applies. The obligations of this section shall survive the expiration or termination of this Agreement.

10. **DEFAULT.** Either Party may terminate this Agreement upon default by the other Party. A Party shall be in default if such Party: (i) fails to pay any sum payable hereunder within fifteen (15) days after its due date; (ii) breaches, fails, refuses to perform, or comply with any other term, condition, or covenant contained in this Agreement, and such default continues, unremedied, for at least thirty (30) days after written notice from the other Party; (iii) the Party

becomes insolvent, files a petition in bankruptcy or a similar proceeding or has a receiver appointed.

11. TERMINATION FOR CONVENIENCE. The City, in its sole discretion, may terminate this Agreement in whole or in part whenever the City determines that a termination is in its best interest. Any such termination shall be effected by the delivery to TAG of a written notice of termination thirty (30) days before the effective date of the termination.

12. CITY'S ENTRY. The City shall have the right to enter the Leased Area at any time, in the case of an emergency, and otherwise at reasonable times during the Term of this Lease for the purposes of inspection, maintenance, repair and alteration and to show the same to prospective tenants, lenders or purchasers. All such activities of City shall be without abatement of rent or liability to TAG.

13. RENT. No rental payments from TAG to City shall be due under this Agreement in recognition of the valuable service and cultural opportunities that having TAG locate its place of business within the Theatre provides to the City and its residents.

14. LOCAL ART GROUP INVOLVEMENT. TAG shall make reasonable efforts to include other High Point based art groups and artists in the events held in the Leased Areas and work to highlight existing art programs within the City of High Point.

15. NOTICE. Unless specifically provided herein, each notice required or permitted to be given hereunder shall be deemed given when received if: (i) delivered personally to the persons specified below; (ii) sent by facsimile transmission number to the facsimile numbers set forth below; or (iii) sent by overnight courier or U.S. registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below or the addresses as a Party may designate by written notice to the other Party. Each notice shall be delivered or mailed, if to:

City, then to: Manager
 City of High Point
 P. O. Box 230
 High Point, NC 27261
 Facsimile: (336) 883-3052

TAG, then to: Theatre Art Galleries, Inc.
 220 E. Commerce Ave.
 High Point, NC, 27260

16. GOVERNING LAW. This Agreement and all transactions contemplated by this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina without regard to principles of conflicts of laws. Venue for any action shall be Guilford County, North Carolina. Regardless of where actually delivered and accepted, this Agreement shall be deemed to have been delivered and accepted by the parties in the State of North Carolina.

17. **COMPLIANCE WITH LAWS.** Each Party shall comply with all federal, state and local laws, ordinances and regulations relative to Leased Area and the activities that take place thereon. TAG shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of its obligations set forth herein.

18. **SEVERABILITY.** Invalidation of any one or more of the provisions of this Agreement shall in no way affect any of the other provisions of this Agreement which shall remain in full force and effect.

19. **ENTIRE AGREEMENT** This Agreement constitutes the entire agreement between the parties with respect to its general subject matter. Any amendment to the terms of this Agreement must be expressed in writing and signed by the Parties.

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

21. **NONDISCRIMINATION.** Neither party shall discriminate on any prohibited basis, including race, color, gender, age, religion, disability, or national origin, against any employee, applicant for employment, member of the public, or other person desiring to use Leased Area, except where there is a bona fide occupational qualification or other consideration reasonably necessary to the normal operation of TAG. TAG agrees to post in a conspicuous place available to employees notices setting for the provisions of this nondiscrimination clause.

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

23. **WAVIER OF INTERFERENCE.** TAG waive any and all claims for compensation for loss or damage sustained by reason of any interference with its use of the Leased Area as set forth herein by City or any public agency or official in enforcing their duties or by any law or ordinance. Any such purported interference shall not relieve TAG from any obligation hereunder.

24. **PARAGRAPH HEADINGS.** Paragraph headings relating to the contents of a particular paragraph have been inserted for convenience of reference only and shall not be construed as part of the particular paragraph to which they refer.

IN WITNESS THEREOF, the parties have made and executed this Agreement as of the date and year first written above.

CITY OF HIGH POINT

By: _____

Print: _____

Title: _____

Date: _____

THEATRE ART GALLERIES, INC

By: _____

Print: _____

Title: _____

Date: _____

Attest: _____
Secretary/ Asst. Secretary

**PLANNING AND DEVELOPMENT DEPARTMENT
INSPECTION SERVICES DIVISION
HOUSING ENFORCEMENT**

**ORDINANCE
REQUEST:**

Ordinance to Demolish

**PROPERTY
ADDRESS:**

524 N Centennial Street

OWNER:

Willie Taylor Cecil

**FIRST
INSPECTION:**
5-21-2013

Summary of Major Violations
1) holes in ceilings through the dwelling
2) rotten and termite damaged flooring system
3) heating unit has been removed
4) electrical system has been removed
5) plumbing system has been removed
6) holes in interior walls
7) rotten porch floors and railings
8) this request includes demolition of dilapidated utility building

**HEARING
RESULTS:**
6-18-2013

The owners did not appear for the hearing. The property owner is deceased. Our office did receive a phone call from an heir who stated she did not have the financial ability to repair or demolish. During the hearing, the following findings of fact were established. There are numerous violations of the Minimum Housing Code. There are structural violations creating an unsafe dwelling. The dwelling is currently uninhabitable due to numerous Minimum Housing Code violations. In its present state necessary repairs to the dwelling exceed 50% of the current tax value. The Guilford County Tax value of the dwelling is \$37,400. The repair estimate is \$41,800.

**ORDER(S)
ISSUED:**
6-18-2013

Order to Repair or Demolish with a compliance date of 9-18-2013

APPEALS:

No appeals to date.

**OWNER
ACTIONS:**

There have been no permits issued and repairs have not started.

EXTENSIONS:

None requested

**CURRENT
STATUS:**
5-27-2014

Conditions still exist.



524 North Centennial Street

Ordinance to Demolish



Location of subject property

**Planning and Development
Department**

City of High Point

Date: July 9, 2014



Scale: 1"=200'

y:/ba-pz/Inspections/
ord-demo.mxd

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

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

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

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

PROPERTY LOCATION

524 N Centennial St
High Point, NC

OWNER (S)

Willie Taylor Cecil
524 N Centennial St
High Point, NC 27262

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

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

Adopted by City Council,
This the 21st day of July, 2014

Lisa B. Vierling, City Clerk



524 N. Centennial Street



524 N. Centennial Street

Public Services Department

Wm. Scott Cherry, P.E.
PUBLIC SERVICES CIVIL ENGINEER



MEMORANDUM

DATE: July 11, 2014

TO: Bob Morgan, Assistant City Manager

FROM: Terry L. Houk, Director of Public Services

A handwritten signature in blue ink, reading "Terry L. Houk".

Wm. Scott Cherry, Public Services Civil Engineer

A handwritten signature in blue ink, reading "Wm. Scott Cherry".

SUBJECT: Agenda Item –Highway 66 Sewer Improvements

I respectfully request that the following be included for consideration on the next City Council Agenda:

Consideration and approval of Contract to Yates Construction Company, Inc. for the Highway 66 Sewer Improvements in the amount of \$1,739,163.00.

Please see attached bid recommendation from Davis Martin Powell.

Funding for this payment will be made from the following account: **421779 - 533701 - 421131026405 – 40201**

If you have any questions, please contact me.

pc: JoAnne Carlyle, City Attorney
Jeff Moore, Finance Director
Tarinda Chappell, Purchasing Director
File

July 2, 2014

Re: City of High Point, N.C.
Highway 66 Sewer Improvements
Bid No. 59-062514
DMP Project 120138 (AL)

Mr. Terry Houk
Director of Public Services
City of High Point
PO Box 230
High Point, NC 27261

Dear Terry:

Bids were received by the Purchasing Department on June 25, 2014 for the above referenced project. A total of five (5) bids were submitted and read, as summarized below.

Bidder	Total Bid
Yates Construction Company, Inc Stokesdale, NC	\$1,739,163.00
Jimmy R. Lynch & Sons, Inc Pilot Mountain, NC	\$1,897,057.05
State Utility Contractors, Inc Monroe, NC	\$1,902,808.00
PF Plumbing Contractors, Inc Winston Salem, NC	\$2,126,898.00
Charles D. Lowder, Inc Winston Salem, NC	\$2,191,095.00

The lowest bidder on this project, Yates Construction Company, Inc, is a properly licensed utility contractor and is capable of performing the work required by the Contract.

Based on prior conversations with City Staff, we requested that Contractors provide two unit prices for the bored roadway crossings: "In-Soil" price and "Not-in-Soil" price. In the Proposal form, we included the full lengths in each unit price line item. While this inflates the bid amount, it provides the most viable method for obtaining an accurate unit cost for each "type" of bore. It is understood that the Contract will only pay for the material encountered and verified during installation. It is anticipated that the final Contract cost will be lower than the Contract Award amount (excluding unforeseen costs and/or change orders), by an amount up to \$ 547,400.00.

Based upon the information presented above, DMP recommends the City of High Point City Council consider awarding this contract to Yates Construction Company, Inc., in the amount of \$1,739,163.00.

The overall Project Budget is summarized as follows:

Construction Cost	\$ 1,739,163. ⁰⁰
Engineering Design	\$ 110,000. ⁰⁰
Easement Mapping & Surveys	\$ 15,000. ⁰⁰
Construction Technical Services	\$ 161,000. ⁰⁰
Construction Contingencies, etc.	\$ 347,837. ⁰⁰
Recommended Project Budget	\$ 2,373,000.⁰⁰

Construction Contingencies, easement acquisitions, etc are budgeted at approximately 20% of construction due to unknown costs associated with easement compensation and to provide an additional allowance for unknowns which may be encountered during construction.

Upon City Council's approval, we will prepare the Construction Contracts and schedule a pre-construction conference. We have enclosed the certified bid tabulation, the original bid documents from all bidders and the low bidder's MBE documentation (Affidavit C). We greatly appreciate the opportunity to provide this design service for the City and look forward to the project's timely and satisfactory completion.

If you have any questions or need additional information, please feel to call.

Sincerely,

DAVIS-MARTIN-POWELL & ASSOCIATES



Ben Palmer, PE

c: Ms. Tarinda Chappell (enc)
File (enc)

BID TABULATION

				Yates Construction Co., Inc. 9220 NC 65 Stokesdale, NC 27357		Jimmy R. Lynch & Sons, Inc. PO Drawer BB Pilot Mountain, NC 27041		State Utility Contractors, Inc. PO Box 5019 Monroe, NC 28111-5019		PF Plumbing Contractors, Inc. 6221 Hackers Bend Ct. Winston Salem, NC 27103		Charles D. Lowder, Inc. 2810 Griffith Road Winston Salem, NC 27103	
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
BASE BID													
1	Mobilization	1	LS	\$82,800.00	\$82,800.00	\$56,600.00	\$56,600.00	\$57,000.00	\$57,000.00	\$55,000.00	\$55,000.00	\$60,000.00	\$60,000.00
2	Clearing & Grubbing	5.80	Acre	\$4,000.00	\$23,200.00	\$6,782.00	\$39,335.60	\$8,000.00	\$46,400.00	\$5,200.00	\$30,160.00	\$8,000.00	\$46,400.00
3	12" DIP sanitary sewer (0-6' cut)	810	LF	\$51.00	\$41,310.00	\$48.75	\$39,487.50	\$77.00	\$62,370.00	\$67.50	\$54,675.00	\$85.00	\$68,850.00
4	12" DIP sanitary sewer (6-8' cut)	2,692	LF	\$56.00	\$150,752.00	\$50.75	\$136,619.00	\$78.00	\$209,976.00	\$68.50	\$184,402.00	\$90.00	\$242,280.00
5	12" DIP sanitary sewer (8-10' cut)	2,757	LF	\$61.00	\$168,177.00	\$54.75	\$150,945.75	\$79.00	\$217,803.00	\$70.50	\$194,368.50	\$90.00	\$248,130.00
6	12" DIP sanitary sewer (10-12' cut)	1,321	LF	\$68.00	\$89,828.00	\$57.00	\$75,297.00	\$81.00	\$107,001.00	\$72.50	\$95,772.50	\$90.00	\$118,890.00
7	12" DIP sanitary sewer (12-14' cut)	588	LF	\$77.00	\$45,276.00	\$62.00	\$36,456.00	\$84.00	\$49,392.00	\$74.50	\$43,806.00	\$120.00	\$70,560.00
8	12" DIP sanitary sewer (14-16' cut)	212	LF	\$85.00	\$18,020.00	\$75.00	\$15,900.00	\$93.00	\$19,716.00	\$75.50	\$16,006.00	\$120.00	\$25,440.00
9	12" DIP sanitary sewer (16-18' cut)	105	LF	\$98.50	\$10,342.50	\$85.00	\$8,925.00	\$110.00	\$11,550.00	\$78.50	\$8,242.50	\$120.00	\$12,600.00
10	12" DIP sanitary sewer (18-20' cut)	8	Lf	\$115.00	\$920.00	\$95.00	\$760.00	\$150.00	\$1,200.00	\$81.50	\$652.00	\$250.00	\$2,000.00
11	12" DIP sanitary sewer (20-22' cut)	9	LF	\$137.00	\$1,233.00	\$120.00	\$1,080.00	\$175.00	\$1,575.00	\$91.50	\$823.50	\$250.00	\$2,250.00
12	12" DIP sanitary sewer (22-24' cut)	95	LF	\$164.50	\$15,627.50	\$145.00	\$13,775.00	\$190.00	\$18,050.00	\$120.00	\$11,400.00	\$250.00	\$23,750.00
13	12" DIP sanitary sewer (24-26' cut)	71	LF	\$192.00	\$13,632.00	\$195.00	\$13,845.00	\$230.00	\$16,330.00	\$150.00	\$10,650.00	\$250.00	\$17,750.00
14	12" DIP sanitary sewer installed in encasement	495	LF	\$63.00	\$31,185.00	\$79.00	\$39,105.00	\$130.00	\$64,350.00	\$52.00	\$25,740.00	\$70.00	\$34,650.00
15	24" Steel Encasement (open cut)	35	LF	\$98.00	\$3,430.00	\$114.00	\$3,990.00	\$115.00	\$4,025.00	\$110.00	\$3,850.00	\$200.00	\$7,000.00
16	24" Steel Encasement (Bore & Jack - In Soil)	460	LF	\$350.00	\$161,000.00	\$413.00	\$189,980.00	\$450.00	\$207,000.00	\$450.00	\$207,000.00	\$295.00	\$135,700.00
17	24" Steel Encasement (Bore & Jack - Not In Soil)	460	LF	\$1,190.00	\$547,400.00	\$1,403.00	\$645,380.00	\$835.00	\$384,100.00	\$1,400.00	\$644,000.00	\$1,135.00	\$522,100.00
18	Trench rock removal	1,200	CY	\$70.00	\$84,000.00	\$70.00	\$84,000.00	\$70.00	\$84,000.00	\$70.00	\$84,000.00	\$70.00	\$84,000.00
19	4' dia. Manhole (6-8' cut)	5	Ea	\$1,200.00	\$6,000.00	\$2,793.00	\$13,965.00	\$2,025.00	\$10,125.00	\$2,600.00	\$13,000.00	\$2,400.00	\$12,000.00
20	4' dia. Manhole (8-10' cut)	12	Ea	\$1,400.00	\$16,800.00	\$3,308.00	\$39,696.00	\$2,300.00	\$27,600.00	\$3,000.00	\$36,000.00	\$2,650.00	\$31,800.00
21	4' dia. Manhole (10-12' cut)	9	Ea	\$1,600.00	\$14,400.00	\$3,743.00	\$33,687.00	\$2,550.00	\$22,950.00	\$3,200.00	\$28,800.00	\$3,000.00	\$27,000.00
22	4' dia. Manhole (12-14' cut)	6	Ea	\$2,200.00	\$13,200.00	\$4,194.00	\$25,164.00	\$2,850.00	\$17,100.00	\$3,600.00	\$21,600.00	\$3,500.00	\$21,000.00
23	4' dia. Manhole (14-16' cut)	1	Ea	\$3,500.00	\$3,500.00	\$4,697.00	\$4,697.00	\$3,100.00	\$3,100.00	\$5,800.00	\$5,800.00	\$6,000.00	\$6,000.00
24	4' dia. Manhole (16-18' cut)	1	Ea	\$4,800.00	\$4,800.00	\$4,997.00	\$4,997.00	\$4,200.00	\$4,200.00	\$6,000.00	\$6,000.00	\$7,000.00	\$7,000.00
25	5' dia. Manhole (26-28' cut)	1	Ea	\$8,000.00	\$8,000.00	\$9,568.00	\$9,568.00	\$9,500.00	\$9,500.00	\$12,000.00	\$12,000.00	\$10,000.00	\$10,000.00
26	Core drill ex. manhole	3	Ea	\$1,500.00	\$4,500.00	\$1,992.00	\$5,976.00	\$1,900.00	\$5,700.00	\$1,000.00	\$3,000.00	\$1,000.00	\$3,000.00
27	Manhole vent stack	45	VF	\$250.00	\$11,250.00	\$342.00	\$15,390.00	\$480.00	\$21,600.00	\$30.00	\$1,350.00	\$535.00	\$24,075.00
28	4" PVC sewer lateral	100	LF	\$35.00	\$3,500.00	\$21.00	\$2,100.00	\$19.00	\$1,900.00	\$40.00	\$4,000.00	\$50.00	\$5,000.00
29	4" sewer cleanout	1	Ea	\$150.00	\$150.00	\$994.00	\$994.00	\$400.00	\$400.00	\$1,300.00	\$1,300.00	\$1,000.00	\$1,000.00
30	Remove & backfill ex. Septic tank	1	LS	\$1,000.00	\$1,000.00	\$5,623.00	\$5,623.00	\$1,800.00	\$1,800.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00
31	Anti-seep collar	2	Ea	\$600.00	\$1,200.00	\$625.00	\$1,050.00	\$1,400.00	\$2,800.00	\$1,800.00	\$3,600.00	\$3,000.00	\$6,000.00
32	Trench Stabilization Stone	400	Ton	\$32.00	\$12,800.00	\$37.00	\$14,800.00	\$30.00	\$12,000.00	\$25.00	\$10,000.00	\$40.00	\$16,000.00
33	Select backfill borrow material	675	CY	\$28.00	\$18,900.00	\$30.00	\$20,250.00	\$22.00	\$14,850.00	\$8.00	\$5,400.00	\$30.00	\$20,250.00
34	Driveway stone	525	Ton	\$25.00	\$13,125.00	\$30.00	\$15,750.00	\$25.00	\$13,125.00	\$31.00	\$16,275.00	\$40.00	\$21,000.00
35	Temporary silt fence	11,320	LF	\$2.50	\$28,300.00	\$2.00	\$22,640.00	\$2.50	\$28,300.00	\$2.00	\$22,640.00	\$3.00	\$33,960.00

BID TABULATION

				Yates Construction Co., Inc. 9220 NC 65 Stokesdale, NC 27357		Jimmy R. Lynch & Sons, Inc. PO Drawer BB Pilot Mountain, NC 27041		State Utility Contractors, Inc. PO Box 5019 Monroe, NC 28111-5019		PF Plumbing Contractors, Inc. 6221 Hackers Bend Ct. Winston Salem, NC 27103		Charles D. Lowder, Inc. 2810 Griffith Road Winston Salem, NC 27103	
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
36	Stone outlets in silt fence	59	Ea	\$175.00	\$10,325.00	\$150.00	\$8,850.00	\$210.00	\$12,390.00	\$335.00	\$19,765.00	\$200.00	\$11,800.00
37	Temporary pipe inlet protection	6	Ea	\$175.00	\$1,050.00	\$250.00	\$1,500.00	\$250.00	\$1,500.00	\$890.00	\$5,340.00	\$500.00	\$3,000.00
38	Excelsior matting (on slopes as directed)	700	SY	\$2.50	\$1,750.00	\$3.00	\$2,100.00	\$2.50	\$1,750.00	\$2.00	\$1,400.00	\$8.00	\$5,600.00
39	Temporary construction entrance	5	Ea	\$3,000.00	\$15,000.00	\$2,600.00	\$13,000.00	\$2,500.00	\$12,500.00	\$3,000.00	\$15,000.00	\$4,000.00	\$20,000.00
40	Temporary 18" pipe for construction entrance	30	LF	\$30.00	\$900.00	\$34.00	\$1,020.00	\$40.00	\$1,200.00	\$40.00	\$1,200.00	\$50.00	\$1,500.00
41	Temporary culvert type creek crossing	8	Ea	\$3,000.00	\$24,000.00	\$6,800.00	\$54,400.00	\$9,400.00	\$75,200.00	\$17,500.00	\$140,000.00	\$12,000.00	\$96,000.00
42	Perm. Ford type creek crossing	7	Ea	\$1,500.00	\$10,500.00	\$1,300.00	\$9,100.00	\$2,500.00	\$17,500.00	\$8,000.00	\$56,000.00	\$5,000.00	\$35,000.00
43	Temporary construction fence	3,040	LF	\$2.50	\$7,600.00	\$2.08	\$6,323.20	\$2.50	\$7,600.00	\$2.00	\$6,080.00	\$4.00	\$12,160.00
44	Seeding & mulching	8.40	Acre	\$2,200.00	\$18,480.00	\$1,540.00	\$12,936.00	\$1,700.00	\$14,280.00	\$2,000.00	\$16,800.00	\$4,000.00	\$33,600.00
TOTAL BASE BID					\$1,739,163.00		\$1,897,057.05		\$1,902,808.00		\$2,126,898.00		\$2,191,095.00

THIS IS TO CERTIFY THAT THIS TABULATION IS CORRECT AND A TRUE AND ACCURATE COPY OF THE BIDS SUBMITTED, THIS THE 25th DAY OF JUNE, 2014.

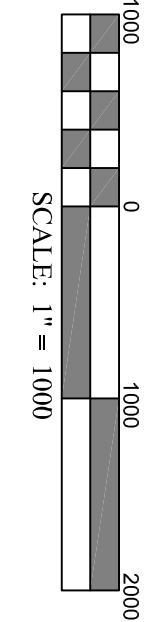
DAVIS-MARTIN-POWELL AND ASSOCIATES, INC.

BY:

Ben Palmer



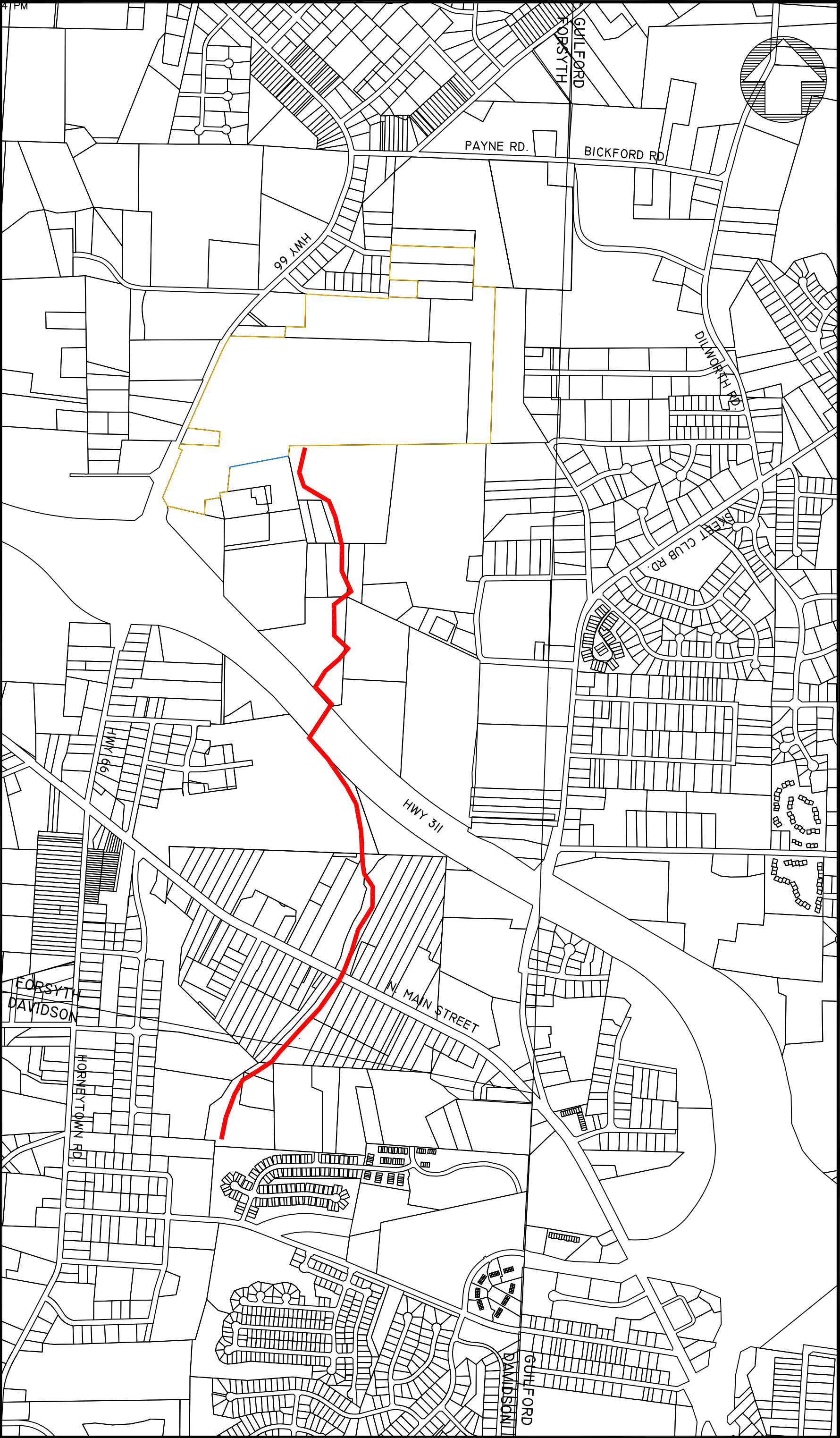
DAVIS • MARTIN • POWELL
ENGINEERS & SURVEYORS
6415 OLD PLANK RD, HIGH POINT, NC 27265
(336) 886-4821 | WWW.DMP-INC.COM | LICENSE: F-0245



CITY OF HIGH POINT, NC
HIGHWAY 66
SEWER SYSTEM IMPROVEMENTS

PROPOSED SEWER (12" DUCTILE IRON)

PARCEL INFO TAKEN FROM AVAILABLE GIS DATA





**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: **Public Services**

COUNCIL AGENDA DATE: **Jul 21, 2014**

BID NO.: **59-062514** CONTRACT NO.: **59-062514** DATE OPENED: **Jun 25, 2014**

DESCRIPTION:

Highway 66 Sewer Improvements

PURPOSE:

This Contract is for the proposed sanitary sewer improvements for Highway 66.

COMMENTS:

City Council is requested to award a contract for the sanitary sewer improvements for the Public Services Department in the amount of \$1,739,163.00

RECOMMEND AWARD TO: **Yates Construction Company, Inc.** AMOUNT: **\$1,739,163.00**

JUSTIFICATION:

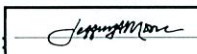
Yates Construction Company, Inc. was the lowest responsive bidder of this Contract, and has successfully performed similar work for the City. Please see attached Davis Martin Powell recommendation.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
421779	533701	421131026405	40201	\$1,739,163.00
TOTAL BUDGETED AMOUNT				\$1,739,163.00

DEPARTMENT HEAD: **Terry L. Houk** Digitally signed by Terry L. Houk
DN: cn=Terry L. Houk, o=Public Services, ou=City of High Point, email=terry.houk@highpointnc.gov, c=US
Date: 2014.07.15 13:27:31 -0400 DATE: **Jul 15, 2014**

The Purchasing Division concurs with recommendation submitted by the **Public Services and recommends award to the lowest responsible, responsive bidder **Yates Construction** in the amount of \$ **1,739,163.00**.**

PURCHASING MANAGER: **Tarinda Chappell** Digitally signed by Tarinda Chappell
DN: cn= Tarinda Chappell, o=City of High Point, ou= Purchasing,
email= tarinda.chappell@highpointnc.gov, c=US
Date: 2014.07.15 13:28:52 -0400 DATE: **Jul 15, 2014**

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=jm@highpointnc.gov, c=US
Date: 2014.07.16 12:00:38 -0400 DATE: **Jul 16, 2014**

CITY MANAGER: **Randy E. McCaslin** Digitally signed by Randy E. McCaslin
DN: cn=Randy E. McCaslin, o=City of High Point, NC,
ou=City Manager,
email=randy.mccaslin@highpointnc.gov, c=US
Date: 2014.07.16 12:02:51 -0400 DATE: **Jul 16, 2014**

COMMUNITY HOUSING & NEIGHBORHOOD DEVELOPMENT COMMITTEE

Chaired by Council Member Douglas

JUNE 10, 2014 – 9:00 A.M.

CITY MANAGER'S CONFERENCE ROOM

MINUTES

Present:

Council Member Foster Douglas, Chair

Committee Members: Mayor Pro Tem Jim Davis; and Council Members Judy Mendenhall and Jason Ewing

Others Present:

Mayor Bernita Sims, Council Member Britt Moore (arrived at 9:37 a.m.)

Staff Present:

Strib Boynton, City Manager; Randy McCaslin, Assistant City Manager; Allen Oliver, Assistant City Manager; Brent Cole, Assistant City Attorney; Mike McNair, Director of Community Development; Marty Sumner, Police Chief; Wendy Fuscoe, Director of City Project; Lisa Vierling, City Clerk

Others Present:

Alex Boston, Legal Department Intern

Cynthia Davis, Citizen and Chair, High Point Planning & Zoning Commission

UPDATE ON HEROIN EPIDEMIC

Police Chief Marty Sumner gave a brief update on the heroin epidemic. Chief Sumner last reported that there had been 37 heroin overdoses for the year, but as of late yesterday, this number increased to 54, with 7 deaths. He noted there are still several heroin overdoses occurring weekly. He shared that the department is focusing on using as many sources as possible and the drug used to counteract the heroin overdose, Narcan, is now being carried on all fire and emergency response vehicles. He mentioned an arrest was made by the vice narcotic unit on Scientific Street involving a seizure of 46 grams of heroin and the person was put in jail and under an \$850,000 bond, but has already been released due to the fact that this person had never committed a violent offense. Council Member Mendenhall asked if a major trafficker in heroin could possibly be charged with murder if the heroin is sold to a person who overdoses. Chief Sumner explained that it would be difficult to do.

COMPLAINTS ABOUT POLICE RESPONSE TIMES

Chairman Douglas asked how the Police Department prioritizes responses to calls and the timing. Chief Sumner explained they post a statistical report on the Police Department's webpage. He noted the average response time for emergencies this year thus far is 4.82 minutes and explained that it varies according to the circumstances. He went on to explain the process of how calls are handled once they come in through communications. Many times non-emergency calls can be held until an officer is cleared up, but all priority calls are immediately dispatched.

BROWNFIELD GRANT RECEIVED

Wendy Fuscoe, Director of The City Project, Inc., reported this was one of the incentives listed in the Core City Plan and they finally got funded this year (\$400,000 grant). She explained that \$200,000 of the grant goes toward petroleum and \$200,000 for hazardous waste. Most of the grant will be for doing Phase I and Phase III assessments in the Core City area. The twenty-eight sites listed in the grant came from DENR and these are the ones that they plan to start with. Council Member Mendenhall asked Ms. Fuscoe to provide a list of these sites to the City Council. Mr. McCaslin pointed out in order for this to work, there must be cooperation by the property owner in order to go on the property to do the study. Ms. Fuscoe further explained that Phase II would provide the property owners with a remediation plan and their purpose in applying for these funds is to do a lot of the legwork for the property owners that want to redevelop to make it easier for them to do the final piece when they are ready. She noted that part of the grant will also involve a Brownfield Advisory Committee in an effort to pull together some people that will help them identify the potential projects. The grant begins around October 1st and will last three years.

CEDROW SIDEWALK PROJECT

Chairman Douglas asked Committee Member Golden to give an update on the Cedrow Sidewalk Project. He reported that he will be meeting with the residents on Thursday and the project is moving along in the meantime. At this meeting, staff will explain where the right-of-way is and provide maps for the project. Mr. McCaslin reviewed the city's policy regarding installing sidewalks.

COUNCIL'S SIDEWALK PRIORITY LIST

Chairman Douglas asked for an update. Mr. McCaslin reported that staff is in the engineering, surveying and right-of-way phase for the recommended projects on this list.

DISCUSSION OF HUD SECTION 108 LOAN PROGRAM

Mike McNair, Director of Community Development & Housing, explained that the city initially received an authorization from HUD in May of 2010 to establish a small business loan pool, but because the banks were so risk-averse it proved to be problematic to make any loans. At the end of that year, the banks declined to participate in another loan pool so the city began looking at other uses and ways to use the funding and identified tax credits as a possible option. Staff received Council's approval to put some of these funds in the Addington Ridge development and plans were underway to also use some of these funds for the Hartley Ridge Development, but Council did not approve the Hartley Ridge Development.

At Council's direction, staff is now looking at sites in the core city. Mr. McNair reported on a meeting he and the developer, Craig Stone, had with the pastor at New Bethel Baptist Church on Montlieu Avenue regarding potential development of property located in the core city that could be eligible for the Section 108 funding. Mayor Sims asked if any consideration was given to the imminent changes as to the closure of that portion of Montlieu Avenue and asked why staff is only considering tax credit properties as a process for utilizing the Section 108 funds. She thought Council's direction to staff was to look more towards land assemblage, rather than

constructing another housing community and Council had discussed properties with liens and had asked for a list of those properties to determine how the liens could be forced to possibly create some shovel ready sites. Interim City Manager Randy McCaslin felt the best use of the Section 108 funds to get the most affordable housing units would be this method because it allows the city to tap into the associated state funding; otherwise, anything else would more than likely have to be fully funded by the city. Council Member Mendenhall recalled Council expressed an interest in looking for a combination of ways to use these funds.

Council Member Ewing explained that the Section 108 funding and how the city can force liens and acquire property for land assemblage were two separate issues. Mayor Sims questioned staff about proceeding with tax credits for another housing project. Council Member Mendenhall asked staff to elaborate on options using other funds other than the Section 108 funds. Mr. McNair noted the Section 108 funds were amended to allow for acquisition and rehab with plans underway to use the funding for renovation of the Meredith Street apartments. He explained that HUD would require specific details as to specific projects and noted that the city would also be able to utilize some of the infill development funds for acquisition related activities.

Mr. McCaslin then shared a map with Council identifying eight areas with the highest concentrations (city owned residential properties with liens attached). Council Member Mendenhall asked if there have been any conversations with the High Point Economic Development staff regarding the economic development aspect of the Section 108 funding. Mr. McNair replied that they were involved on the front-end when the loan pool was initiated. He pointed out this is a work in progress and staff intends on going into some of these identified neighborhoods to see what the options might be. Council Member Ewing questioned the legality of the city being able to force the lien on these properties and Brent Cole, Assistant City Attorney, explained that there is a priority issue and it may very well be that someone else may be in front of the city.

Council Member Mendenhall used assemblage of properties in the Newlin Street as an example and asked if these funds could be used to acquire properties and then work out some sort of contractual arrangement with the developer for infill affordable housing. Mr. McCaslin noted Council would need to first determine what they would like to accomplish as far as whether or not they are interested in putting single family residential property back into these areas. Mayor Pro Tem Davis felt this would be appropriate because the property is already zoned residential. He expressed concerns with the definition of affordable housing and felt the proposed rent for the Meredith Street apartments at \$600 a month is not affordable housing. Mr. McNair explained that Section 8 would pay up to the fair market rent and noted they would do a rent reasonableness analysis and would come down to a lesser amount than the fair market rent.

Mayor Sims expressed concerns that Council has been talking about core city revitalization and putting back a housing product that attracts individuals who cannot afford a certain rent level. She felt to revitalize a neighborhood, it would be necessary to bring a different socio-economic mix into the core; otherwise, putting back the same stuff would result in the same situation again. She noted she had no problem with the proposed \$600 a month rent and explained it would bring up the standards in the community. She felt a mixture of many types of development would help build the community. Mayor Pro Tem Davis felt home ownership is preferable because it tends

to lead to a sense of pride and this was good for a neighborhood. Council Member Mendenhall suggested Council develop a plan identifying certain areas and how these needs could be addressed in a variety of ways (i.e. economic development assistance, retail, etc....). Council Member Ewing felt the city should identify areas to focus on with the highest yield, then look at ways to acquire and assembly parcels. Mayor Sims thought the idea would be to create a shovel ready site to see if there might be any interest from developers for proposed projects. As an urban community, she felt it would be good to look at different housing types as well as different housing patterns.

Mr. McCaslin explained staff would seek assistance from the private sector in an effort to help identify some of these areas and noted it would be helpful to include the developers in the discussions to see if they might even be interested because there may be certain areas where there are lots of properties that may not even be of any interest to a developer. Council Member Mendenhall asked staff to identify other possible funding streams that could be used. Mr. McNair reported that his department could make approximately \$200,000 available for infill acquisition and noted this would not be a recurring source of funding.

Mayor Sims noted she liked the idea of having discussions with some developers and others to see if there would even be an interest before continuing further down the road and believed some parcels could be assembled close to downtown as these efforts are being discussed. Council Member Golden asked staff how defined a project has to be to get HUD approval. Mr. McNair felt HUD would certainly require a property list, but he was unsure as to how defined HUD would like it to be. Mayor Pro Tem Davis suggested to assemble a tract of properties on Newlin Street and get it ready for a shovel ready site. Mr. McNair pointed out this area would not qualify for tax credits because of it not being in close proximity to a grocery store.

Council Member Ewing asked if staff could provide a map showing the various properties and distance to a grocery store to look at assembling land for a tax credit versus assembling land for regular private development. Staff reminded Council that there would only be two circles: one in five points around the Sav-a-Lot, and the other around Food Lion in the Centennial/Lexington Avenue area. Council Member Ewing suggested the site owned by Guilford County in the Five Points area, but Mayor Sims noted since this was prime property located right off the interstate, she did not feel it would be the highest and best use at that particular location.

Mr. McNair asked for specific direction from Council as to how staff needs to proceed and asked if they were interested in continuing the pursuit of the tax credits. Council Member Mendenhall explained she would like to see staff work on a variety of options which would include some residential, commercial, industrial, etc.... Mayor Pro Tem Davis asked if grocery stores would qualify for economic development incentives and suggested that a site be identified where this might be a possibility. Council Member Ewing pointed out it may be problematic due to sustainability. Mr. McCaslin pointed out applications for use of the tax credits have to be submitted in January so staff could report back to Council in 60-90 days.

There being no further business to discuss, the Community Housing & Neighborhood Development Committee meeting adjourned at 10:00 a.m. [The Comprehensive Planning Committee met immediately after this meeting.]

Respectfully Submitted,

Lisa B. Vierling, MMC
City Clerk

Foster Douglas, Chairman

PLANNING AND ZONING COMMISSION RECOMMENDATION

On June 24, 2014, a public hearing was held before the Planning and Zoning Commission regarding the request described below. All members of the Commission were present except for Ms. Stone and Mr. McKenzie.

Deep River Center LLC

Zoning Case 14-07

A request by Deep River Center LLC to rezone approximately 2.2 acres from a Conditional Use Shopping Center (CU-SC) District to a Conditional Zoning Shopping Center (CZ-SC) District. The site is lying at the southwest corner of W. Wendover Avenue and Penny Road (4015 Precision Way).

Mr. Herbert Shannon presented Zoning Case 14-07 and recommended approval as outlined in the staff report.

Speaking on behalf of the request was Ms. Abigaile Pittman, 210 Louise Avenue, High Point, who is providing planning assistance to the applicant, and the applicant Mr. Keith Charles, 1702 Gentry Court, High Point. Ms. Pittman and Mr. Charles provided an overview of the request and outlined conditions the applicant has offered to ensure the request will be compatible with the standards of the Eastchester and Wendover Corridor plans and compatible with the Historic Deep River Friends Meeting Church. Ms. Pittman also submitted a revision to the Conditional Zoning Ordinance to amend the architectural standards to require all principal buildings on the site to have a hip or gable roof design.

The Planning & Zoning Commission recommended approval of Zoning Case 14-07, with the amendment to the architectural standards as submitted by the applicant, by a vote of 6-0.

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

**STAFF REPORT
ZONING CASE Z14-07**

July 11, 2014
(Revised)

Request	
Applicant: Deep River Center LLC	Owner: Deep River Center LLC
Zoning Proposal: To rezone an approximately 2.2 acre parcel	From: CU-SC Conditional Use Shopping Center District
	To: CZ-SC Conditional Zoning Shopping Center District

Site Information	
Location:	Lying at the southwest corner of W. Wendover Avenue and Penny Road (4015 Precision Way).
Tax Parcel Numbers:	Guilford County Tax Parcel 0196612
Site Acreage:	Approximately 2.2 acres
Current Land Use:	Undeveloped
Physical Characteristics:	The site has been previously graded to accommodate future development. Except for its W. Wendover Avenue frontage, it has a relatively flat terrain.
Water and Sewer Proximity:	An 8-inch private water line lies adjacent to the site along Precision Way. An 8-inch City sewer line bisects the site and also lies adjacent to the site along W. Wendover Avenue.
General Drainage and Watershed:	The site drains in a southerly direction toward Precision Way and development is subject to the City Lake General Watershed Area requirements. Engineered storm water treatment measures are required for non-residential development with a total impervious surface area greater than 24% of the site.
Overlay District(s):	City Lake General Watershed Area (GWA) Eastchester Scenic Overlay District

Adjacent Property Zoning and Current Land Use			
North:	PI	Public & Industrial District	Church, across W. Wendover Avenue (Deep River Friends)
South:	CU-SC	Conditional Use Shopping Center District	Retail/Commercial Uses
East:	GO-H	General Office High Intensity	Undeveloped (across Penny Road)
West:	CU-SC	Conditional Use Shopping Center District	Restaurant

Relevant Land Use Policies and Related Zoning History	
Community Growth Vision Statement:	Goal 1: Preserve and enhance High Point's most important natural and cultural resources. Obj. 1D: Preserve and revitalize key historic landmarks and unique areas in High Point. Obj. 1E: Explore a variety of regulatory tools to preserve both commercial and residential historic areas meriting such protection. Obj. 5B: 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 Community/Regional Commercial land use designation. This classification includes a wider range of retail and service uses intended to serve the entire community and nearby regional customers.
Land Use Plan Goals, Objectives & Policies:	The following objective of the Land Use Plan is relevant to this request: Obj. #11. Enhance the aesthetic appearance of High Point by preserving the scenic quality of its major gateway streets and travel corridors and by providing appropriate landscaped buffers and transitional uses between low and high-intensity land uses.
Relevant Area Plan(s):	Eastchester Drive Corridor Plan – Phase II The Eastchester Drive, Wendover Avenue, and Penny Road intersection is identified as a "Focal Area" suitable for mixed use development, including a wide range of commercial and service uses. However, the plan recommends protecting the Deep River Friends Meeting building by mitigating any negative effects of adjacent development. The plan also recommends adopting appearance guidelines to maintain a high aesthetic quality along the corridor, and makes several transportation related recommendations, such as limiting access points. West Wendover Avenue/Guilford College Road Corridor Plan This plan recommends concentrating community/regional commercial uses at each end of the corridor, including the Eastchester Drive and Wendover Avenue intersection. It also recommends maintaining the visual quality of the corridor through buffering and landscaping requirements, sign control, and development standards/design guidelines. It also specifically calls for protecting the Deep River Friends Meeting building. In addition, it recommends restricting vehicular access to Wendover Avenue.
Zoning History:	The area bounded by W. Wendover Avenue, Penny Road, Samet Drive and Admiral Drive is part of the Wendover Crossing commercial development, which was granted zoning approval in the 1999. Except for a 2010 zoning application to established an office zoning along Admiral Drive, there have been no rezoning activity in this commercial development.

Transportation Information					
Adjacent Streets:	Name			Classification	Approx. Frontage
	Precision Way			Private Street	260 feet
	Penny Road			Major Thoroughfare	140 feet
	Wendover Drive			Major Thoroughfare	280 feet
Vehicular Access:	Vehicular access will only be from Precision Way.				
Traffic Counts:	Precision Way				No counts
(Average Daily Trips)	Penny Road				16,000 (2011 NCDOT counts)
	Wendover Avenue				30,000 (2011 NCDOT counts)
Estimated Trip Generation:	No information				
Traffic Impact Analysis:	Required			Comment	
	☐	<u>Yes</u>	☐	<u>No</u>	None
				X	
Pedestrian Access:	Development of the site is subject to the sidewalk requirements of the Development Ordinance.				

School District Comment
Not applicable to this zoning case.

Details of Proposal

The site is subject to the policies of both the Eastchester Drive Corridor Plan and the West Wendover Avenue/Guilford College Road Corridor Plan. These plans recommend zoning along these corridors include the adoption of appearance guidelines to maintain a high aesthetic quality along the corridor as it relates to the historic Deep River Friends property. When the Wendover Crossing development was granted commercial zoning, its approval included conditions as to the manner in which that portion of the commercial development within 250 feet of W. Wendover Avenue frontage may develop. These conditions included architectural design guidelines, greater building setbacks, higher landscaping standards and prohibiting drive-thru uses. The applicant is requesting rezoning of a portion of this commercial development to seek relief from several of these conditions. Specifically, they are requesting to:

- Allow site development to be within 30 feet of W. Wendover Avenue rather than current 50 foot setback.
- Permit drive-thru establishments, specifically a restaurant with drive-thru window.

Staff Analysis

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

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:

Both the Eastchester Drive Corridor Plan and the West Wendover Avenue/Guilford College Road Corridor Plan identified this location as being appropriate for commercial uses, but they also recommend maintaining the visual quality of the area through the use of design guidelines and appearance standards, particularly as it relates to compatibility with the Deep River Friends Meeting building. This is reinforced by the goals and objectives of the Land Use Plan that call for preserving and enhancing the scenic quality of major gateway corridors, such as Wendover Avenue. In addition, both plans call for limiting vehicular access to Wendover Avenue to prevent the disruption of traffic. The conditions proposed with the request are consistent with these 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;
	<u>Staff Comments:</u> The site is already commercially zoned, and part of a larger established commercial development. To be consistent with the established development pattern that other commercial out parcels have met when adjacent to the Deep River Friends Meeting property, the applicant has included a condition that all principal buildings have a roof with some traditional pitch.
<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.;
	<u>Staff Comments:</u> This application carries forward the previously adopted condition for this commercial development that prohibits the zoning site from having vehicular access to Penny Road or W. Wendover Avenue. All transportation improvements for the commercial development are installed. Other than the Deep River Friends Meeting, the site is surrounded by commercial development.
<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 was graded years ago to facility future development. No environmental impacts have been identified.

<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 and the submittal has no known impacts on municipal services
<u>Factor #5</u>	Minimizes or effectively mitigates any identified adverse effect on the use, enjoyment or value of adjacent properties. <i>Staff Comments:</i> As addressed in previous review factors, the site is within an established commercial development. Development of the site for commercial uses will not adversely impact abutting commercially zoned properties in the Wendover Crossing development.

Changes in the Area:

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

Staff Comments:

The zoning site is part of a commercial node that was established at the intersection of Eastchester Drive, W. Wendover Drive and Penny Road. Starting in the late 1990s, commercial development in the area has expanded, making this area a regional commercial node.

Development Patterns:

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

Staff Comments:

There has been a long standing development pattern established for outparcels along this segment of W. Wendover Avenue and Penny Road, where they are adjacent to the Friends Meeting property. This includes higher landscaping standards, restricting the placement of drive thru windows and requiring all structures to have a hip or gable roof to be more architecturally compatible with this historic site. Conditions offered by the applicant addresses the established development pattern for this area.

Reasonableness/Public Interest:

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

Staff Comments:

In this case, staff suggests that the approval of the applicant's request is reasonable and in the public interest because: 1) The request is consistent with the Land Use Plan; 2) The applicant has offered conditions to mitigate negative impacts by restricting the placement of drive-thru service windows and menu boards, and submittal of a conditional zoning plan that locks in configuration of perimeter landscaping, building and parking location; 3) The applicant has offered conditions requiring principal buildings on the site to have a hip or gable roof, this is consistent with the established and preferred development pattern created by the Eastchester Drive Corridor Plan and West Wendover Avenue/Guilford College Road Corridor Plan.

Recommendation

Staff Recommends Approval:

As addressed in the Staff Analysis section of this report, conditions offered by the applicant address objectives of the Eastchester Corridor Overlay District, Wendover Corridor Plan and the Land Use Plan, and will ensure that development of the zoning site will be compatible with adjacent uses. The Planning & Development Department recommends approval of the request to rezone 2.2 acres to the CZ-SC District.

Required Action

Planning and Zoning Commission:

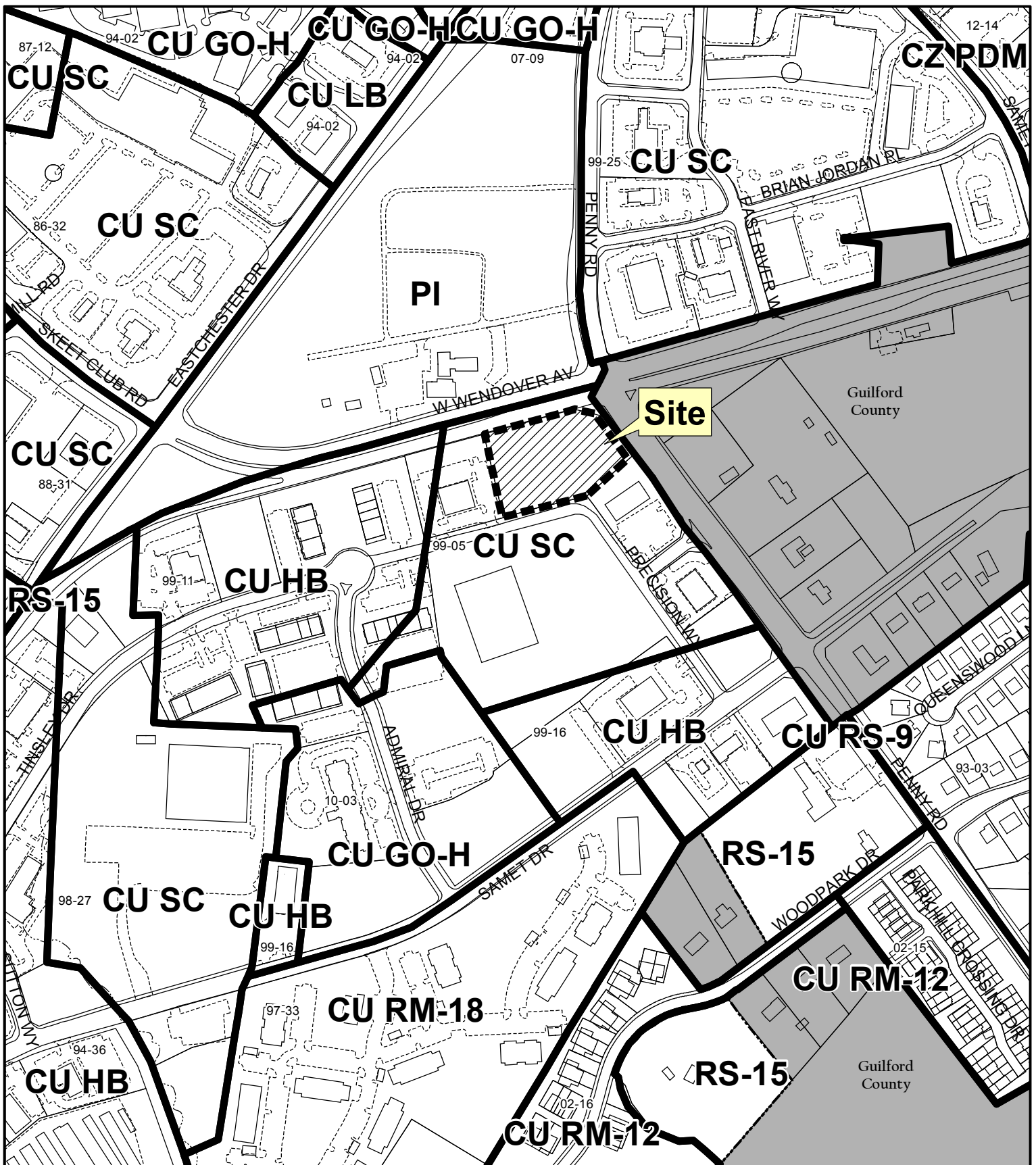
The NC General Statutes require that the Planning and Zoning Commission place in the official record a statement of consistency with the City's adopted plans when making its recommendation. This may be accomplished by adopting the statements in the Staff Analysis section of this report or by adopting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



ZONING CASE 14-07

From: Conditional Use Shopping Center
To: Conditional Zoning Shopping Center

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

**Planning & Development
 Department**

City of High Point

Date: June 19, 2014



Scale: 1"=400'
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ZONING CASE 14-07

Land Use Plan

- | | | | |
|--|----------------------------|--|-------------------------------|
|  | Mixed Use Development |  | Office |
|  | Low-Density Residential |  | Community/Regional Commercial |
|  | Medium-Density Residential |  | Institutional |
|  | High-Density Residential |  | Recreation/Open Space |

**Planning & Development
Department**

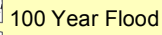
City of High Point

Date: June 17, 2014



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ZONING CASE 14-07



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 June 24, 2014 and before the City Council of the City of High Point on July 21, 2014 regarding Zoning Case 14-07 a proposed amendment to the Official Zoning Map of the “City of High Point Development Ordinance”;

WHEREAS, notice of the public hearings was published in the High Point Enterprise on June 15, 2014, for the Planning and Zoning Commission public hearing and on July 9, 2014 and July 16, 2014, for the City Council public hearing pursuant to Chapter 160A-364 of the General Statutes of North Carolina; and

WHEREAS, the proposed amendment was adopted by the City Council of the City of High Point on July 21, 2014.

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

SECTION 1

That the Official Zoning Map of the City of High Point be amended to establish the following described area as a: **Conditional Zoning Shopping Center (CZ-SC) District**. The property is approximately 2.2 acres and lying along north side of Precision Way, at the southwest corner of Wendover Avenue and Penny Road. The property is also known as 4015 Precision Way, and Guilford County Tax Parcel 7813-41-8294.00.

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. Permitted Uses:

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, the requirements of the Development Ordinance and subject to the specific conditions of this ordinance.

B. Restricted Uses.

1. The following restrictions shall apply to any use with a drive-through/service window or menu board.
 - a. Drive-thru/service windows and menu boards shall not be permitted on the building façade facing W. Wendover Avenue or between the principal building and the street right-of-way along the W. Wendover Avenue street frontage.
 - b. Drive-thru/service windows may be permitted on the building facade facing Penny Road or between the principal building and the street right-of-way along the Penny Road street frontage, provided plantings are installed to obscure the drive-through windows from view as measured from the front of the Deep River Friends Meeting building. No menu boards shall be permitted.

C. Prohibited Uses: The following uses, enumerated in Table 4-5-1, Permitted Use Schedule of the Development Ordinance, shall be prohibited:

1. Accessory Uses

- a. Bulky Item Outdoor Display
- b. Caretaker Dwellings
- c. Communication Towers (exceeding height limits of zoning district)
- d. Communication Towers (not exceeding height limits of zoning district)
- e. Disabled Motor Vehicles
- f. Swimming Pools

2. All Agricultural Uses

3. All Residential Uses

4. Recreational Uses:

- a. Athletic Fields
- b. Billiard parlors
- c. Bingo games
- d. Bowling centers
- e. Coin-operated amusements
- f. Dance schools
- g. Golf courses, miniature
- h. Martial arts instructional schools
- i. Physical fitness centers
- j. Public Parks
- k. Skating Rinks
- l. Sports Instructional Schools
- m. Sports and recreation clubs, indoor
- n. Video Sweepstakes Establishments

5. Educational & Institutional Uses:

- a. Ambulance Services

- b. Auditoriums, Coliseums, or Stadiums (capacity < 100 people)
 - c. Auditoriums, Coliseums, or Stadiums (capacity > 100 people)
 - d. Cemeteries/Mausoleums
 - e. Colleges or Universities
 - f. Fire Stations
6. Business, Professional & Personal Service Uses:
- a. Automobile Rental or Leasing
 - b. Automobile Repair Services, Minor
 - c. Automobile Parking (commercial)
 - d. Car Washes
 - e. Hotels or Motels
 - f. Kennels or Pet Grooming Services
 - g. Laundromats, coin-operated
 - h. Laundry or Dry Cleaning Plants
 - i. Shoe Repair or Shoeshine Shops
 - j. Television, radio or electronic repairs (principal use)
 - k. Theaters, indoors
 - l. Veterinary Services (other)
 - m. Watch or jewelry repair shops (principal uses)
7. Retail Trade Uses:
- a. ABC Stores (liquor)
 - b. Bars
 - c. Bars (capacity>100 persons)
 - d. Building Supply Sales (no storage yard)
 - e. Building Supply Sales (with storage yard)
 - f. Convenience Stores (with gasoline pumps)
 - g. Convenience Stores (without gasoline pumps)
 - h. Garden Centers or Retail Nurseries
 - i. Services stations, gasoline
 - j. Tire sales
8. Transportation, Warehousing and Utilities
- a. Communication or Broadcasting Facilities
 - b. Communication Towers (exceeding height limits of zoning district)
 - c. Communication Towers (not exceeding height limits of zoning district)
 - d. Courier Service Substation
 - e. Demolition Debris landfills, Minor
 - f. Utility Lines and Related Appurtenances (as a principal use)
9. Other Uses:
- a. High Mast Outdoor Lighting > 50 ft. in height
 - b. Mixed Developments
 - c. Storage Trailers (accessory uses)

Part II. CONDITIONS

A. Development & Dimensional Standards and Architectural Design Standards:

The following development standards shall apply to any development upon the zoning site:

1. Development & Dimensional Standards

- a. All lots shall have a minimum lot area of 30,000 square feet. There shall be a maximum of two (2) lots.
- b. All buildings shall be restricted to one story, shall not exceed thirty (30) feet in height,
- c. Outdoor Activities: No outdoor storage or outdoor display shall be permitted.
- d. Signage:
 - i. Neon signs shall not be permitted.
 - ii. All freestanding signs shall be monument type signage with a maximum height of 6 feet.

2. Architectural Design Standards

- a. The architecture and design guidelines developed for the rezoning site shall be in accordance with the requirements of the Eastchester Scenic Corridor Overlay District and shall be consistent with the design guidelines established for the property through the Design Guidelines for Wendover Crossing.
- b. All principal buildings on the site have a hip or gable roof design.
- c. Conditional Zoning Plan: Development of the site shall be in conformance with the associated Conditional Zoning Plan in regards to perimeter landscaping, location and setback of development (building and parking). *[Exhibit #1 Conditional Zoning Plan]*.
- d. Metal and vinyl sided buildings shall be prohibited on the rezoning site.
- e. The use of high intensity metallic or fluorescent colors on any façade is prohibited.
- f. No roof or accent roof lighting or accent building lighting shall be permitted.
- g. No neon, LED or similar accent lighting shall be permitted on the exterior of building(s).
- h. All principal buildings shall be designed to be architecturally compatible with the historic Deep River Friends Meeting building. Guidelines governing such buildings shall ensure that they have compatible building materials, colors and roof design compatible with the Deep River Friends Meeting church building. All building materials and colors shall be specified in the required design guidelines to insure against incompatibility with the Deep River Friends Meeting church building.

- i. Automobile bays shall not be permitted.
- j. Fencing shall not be permitted along the W. Wendover Avenue or Penny Road street frontages.
- k. Screening of equipment (ground or roof mounted):
 - i. Purpose and Intent: This section is intended to provide standards to mitigate negative impacts on adjacent property owners from viewing unsightly equipment or accessory areas associated with permitted SC District uses. Except for roof mounted equipment as viewed from W. Wendover Avenue, which shall be screened to the maximum extent possible, the intent is to filter views and to not have direct unobscured views of this equipment or areas; it is not intended to mandate 100% visual screening.
 - ii. Decorative screening and/or landscaping shall be installed to obscure from view, at a height of six (6) feet above ground level as seen from the centerline of any adjacent street, all trash rooms, trash-holding receptacles, roof mounted equipment or appurtenances, loading or service areas, mechanical or electrical equipment, or other unsightly building appurtenances.

B. Parking and Loading Areas:

1. Parking:

- a. Parking shall not be permitted within the 30-foot street planting yard along West Wendover Avenue. Access and circulation drives shall be permitted within the street setback, subject to the planting and street yard requirements.

2. Loading and Service Areas:

- a. Loading and service areas shall not face the W. Wendover Avenue street frontage.
- b. If located on the side of a building, it shall be screened from view by a wall(s) or landscaping, or combination thereof, from the W. Wendover Avenue street frontage.

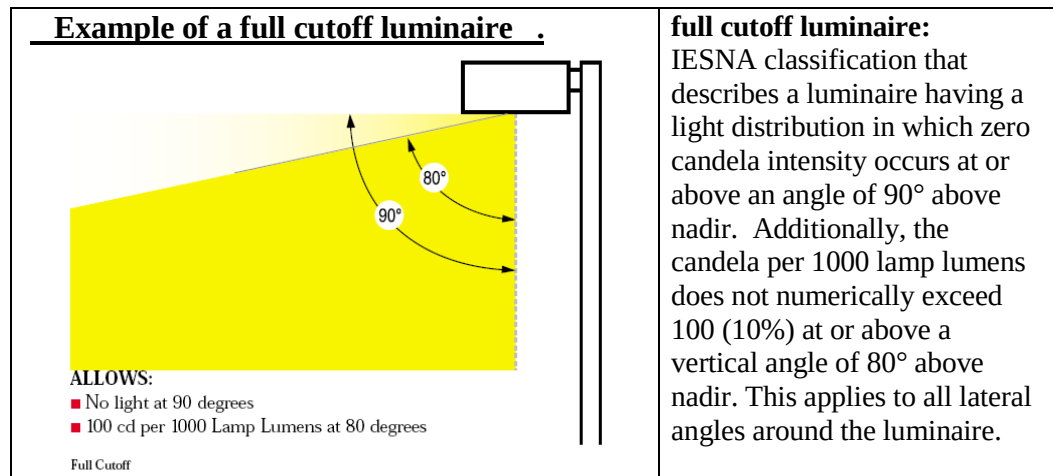
C. Landscaping: Landscaping shall be installed as required by the City of High Point Development Ordinance, as showed on the Conditional Zoning Plan, and as conditioned by this ordinance.

- 1. Buffer Standard along the W. Wendover Avenue street frontage (as depicted on Conditional Zoning Plan and as conditioned by this ordinance): A minimum thirty (30) foot wide Street Yard, planted at a Type B Rate, shall be provided. Fifty percent (50%) of shrubs utilized along this roadway shall consist of evergreen species of planting material. These shrubs shall be a locally adapted species expected to reach a minimum height of thirty (30) inches and a minimum spread of thirty (30) inches within three years of planting.

2. Buffer Standards along the Penny Road street frontage, including the intersection chord (as depicted on Conditional Zoning Plan and as conditioned by this ordinance): A minimum fifteen (15) foot wide Street Yard, planted at a Type C Rate, shall be provided, except that shrub rate shall be increased to provide for a minimum of 38 shrubs per 100 linear feet. Fifty percent (50%) of shrubs utilized along this roadway shall consist of evergreen species of planting material. These shrubs shall be a locally adapted species expected to reach a minimum height of thirty (30) inches and a minimum spread of thirty (30) inches within three years of planting.

D. Lighting

1. All freestanding exterior lighting shall be limited to thirty (30) feet in height.
2. Freestanding exterior lighting fixtures (not including lighting attached to the principal structure) shall be required to be full cutoff luminaire fixtures. Free standing exterior light fixtures shall be directed inward and downward into the site and include the use of shields to direct light and glare away from adjacent residential uses. "Sagged glass" or any formed lens which drops down below the bottom of the luminaire housing shall not be permitted.



3. Lighting intensity and glare from lighting shall not exceed zero-foot candle as measured at the property line of the zoning site. As part of construction plan approval, the property owners shall submit a lighting plan that meets these standards for review and approval by the Planning & Development Director.

E. Transportation:

1. One access point shall be permitted to Precision Way.
2. Access to W. Wendover Avenue shall be prohibited.
3. Access to Penny Road shall be prohibited.

4. The location, design, and construction of all driveways and other transportation improvements shall be subject to the requirements of the City of High Point Driveway Ordinance.

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.

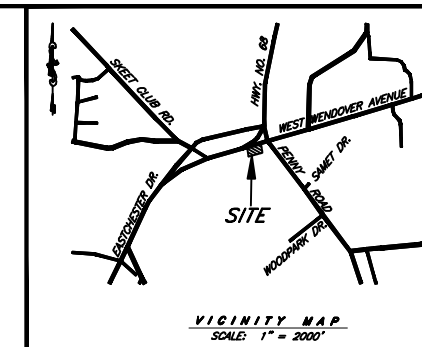
SECTION 5

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.
___ day of _____, 2014.

Lisa B. Vierling, City Clerk



(19)
WENDOVER CROSSING
D.B. 4919 PG. 955
TAX MAP NO. 284-1-14
P.B. 142, PG. 73
AREA = 2.460 AC.

PRECISION WAY
(PRIVATE DRIVE)

(6)
WENDOVER CROSSING
D.B. 4689 PG. 1485-87
TAX MAP NO. 284-1-12
P.B. 135, PG. 30
AREA = 8.969 AC.

(3)
WENDOVER CROSSING
D.B. 4689 PG. 1485-87
TAX MAP NO. 284-1-12
P.B. 135, PG. 30
AREA = 1.586 AC.

PENNY ROAD
(S.R. #1536) (90' R/W)

CONDITIONAL ZONING PLAN
FOR
CZ 14-07
LANDSCAPING ALONG W. WENDOVER AVENUE
AND PENNY ROAD FRONTAGES
HIGH POINT TOWNSHIP GUILFORD COUNTY
DEEP RIVER TOWNSHIP NORTH CAROLINA
SCALE: 1" = 100' DATE: 5-15-14

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

EVANS ENGINEERING, INC. ENGINEERS, PLANNERS, SURVEYORS
4609 DUNDAS DRIVE GREENSBORO, NORTH CAROLINA 27407
PHONE: (336) 854-8877 FAX: (336) 854-8876

H:\DRAWINGS\Penny Road\Wendover Crossing Lot #2\Lot#2 Conditional Zoning Plan.dwg

Citizens' information Meeting Report
Zoning Case 14-07
Applicant: Deep River Center, LLC

Report: June 3, 2014
Citizens' Information Meeting
City of High Point Rezoning Case 14-07
Deep River Center, LLC

A Citizens' Information Meeting was held for Rezoning Case 14-07 on June 2, 2014 from 6:30 p.m. to 7:30 p.m. The meeting was held at Spring Tree Office Park, 2209 Eastchester Drive, Suite 109, High Point, NC. Notice for the meeting was mailed on May 27, 2014 via first class mail to 11 property owners utilizing the mailing labels provided by the Planning Department. Attached to this report is the notice letter and the accompanying directional map, copy of the 'City of High Point Conditional Zoning District Citizen Information Meetings' handout, and City of High Point draft rezoning map. Four (4) people attended the meeting; a copy of the sign-in sheet is attached to this report. Also in attendance was Keith Charles, the applicant, Ladd Freeman, the Broker, Jeremy Reaves, Cookout representative, and Abigaile Pittman, Planner assisting the applicant.

Robin Team opened with a statement regarding the purpose of the meeting, a summary of the rezoning process, and an overview of the proposed development plans for the site. Attendees received several handouts: a copy of the conditional zoning site plan including the landscaping plan; a cross-section elevation; and a copy of the proposed zoning conditions. Elevation drawings and photographs of example Cookout buildings were also available for viewing. The meeting was in an open house format, and attendees were individually engaged and provided with information, and then invited to ask questions and offer comments. All four (4) of the attendees represented the Deep River Friends Meeting. The following is a summary of their questions and comments:

1. David Washan and Ruth Adams wanted assurance that there would be no access to West Wendover Avenue or Penny Road. They also asked about the types of plants to be installed in the street yards. They approved of the brick and stone building materials. They reviewed the proposed zoning conditions. They reviewed the example photographs and asked if accent neon would be permitted on the building, and Abigaile Pittman replied that it would not.
2. Dan Allen reviewed the proposed conditional zoning site plan to make certain that the drive-through did not face West Wendover Avenue, that appropriate landscaping was provided, and that there would be no access to West Wendover Avenue or Penny Road. He reviewed the proposed zoning conditions.
3. Pastor Scott Wagoner had a discussion with the applicant's team about the proposed Cookout being a new model that included indoor seating. Examples were provided about where other such models have been built (various locations in South Carolina and Georgia, and Danville, VA). Pastor Wagoner had previously had an opportunity to review the proposal materials and ask questions when Abigaile Pittman met with him on May 29th.

Everyone for their attendance and input; Abigaile Pittman reminded them of her contact number any future questions; and the meeting adjourned they left around 7:15 p.m. The applicant's team stayed until 7:35 p.m.

Report Submitted by: Abigaile Pittman
Abigaile Pittman, AICP, 6/3/14

NOTICE OF A CITIZEN INFORMATION MEETING

May 27, 2014

Dear Neighboring Property Owner:

The purpose of this letter is to notify you of a citizen information meeting concerning a request to rezone property located at 4015 Precision Way, High Point, NC, which is also depicted on the attached map.

The citizen information meeting will be held at the Spring Tree Office Park, 2209 Eastchester Drive, Suite 109, High Point, NC, on Monday, June 2, 2014 from 6:30 p.m. to 7:30 p.m. You are welcome to drop by any time in this time frame to learn more about the proposed development plans for the site.

The applicant, Deep River Center, LLC has applied to rezone the above parcels, totaling approximately 2.2 acres, from the current Conditional Use Shopping Center District (#99-05) to a new Conditional Zoning Shopping Center District (CZLI #14-07) in the City of High Point's jurisdiction,

The proposed City of High Point Conditional Zoning Shopping Center (CZSC) District will govern permitted land uses, transportation access and improvements, building setbacks, landscaping buffers, signage, etc. A copy of the proposed conditions will be provided at the citizen information meeting.

Enclosed is a required statement provided by the High Point Planning & Development Department outlining the purpose of the citizen information meeting and the rezoning process, and a map depicting the proposed CZSC rezoning site.

You will receive another notice letter at a later date from the City of High Point, advising you of the June 24, 2014 Planning & Zoning Commission meeting. Prior to the Commission meeting the parcels will also be posted with sign(s) and a legal ad for the meeting will run in the High Point Enterprise.

Should you have any questions regarding this notice, please contact Abigaile Pittman at 336-688-3055.

Regards,

C. Ladd Freeman, Jr.
Freeman Commercial Real Estate

SIGN-IN SHEET

NAME

ADDRESS

PHONE
OR EMAIL

David Washam

113 Townsend Drive Winston-Salem NC 27102

Ruth Adams

336-399-2036

Scott WAGONER

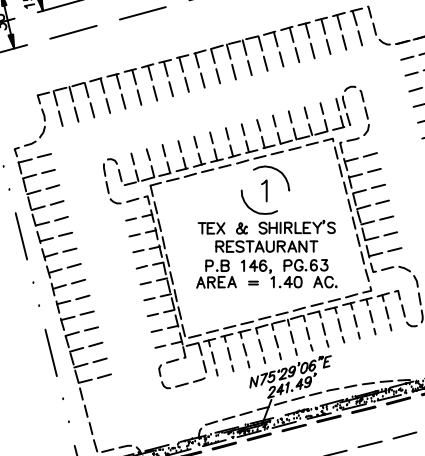
409 STERLING RIDGE DR. ARCHDALE, NC 27263

336-989-1971 SCOTTWAGONER62@GMAIL.COM

Dan Allen

913 N. Romney H.P.

27262

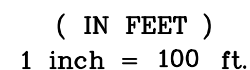


6
WENDOVER CROSSING
D.B. 4689 PG. 1485-87
TAX MAP NO. 284-1-12
P.B 135, PG.30
AREA = 8.969 AC.

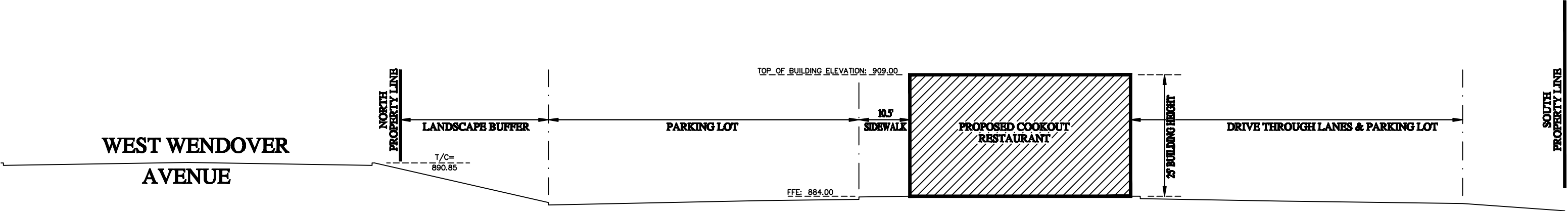
PRECISION WAY
(PRIVATE DRIVE)

PENNY ROAD
(S.R. #1536) (90' R/W)

CONDITIONAL ZONING PLAN
FOR
CZ 14-07
LANDSCAPING ALONG W. WENDOVER AVENUE
AND PENNY ROAD FRONTAGES
HIGH POINT TOWNSHIP GUILFORD COUNTY
DEEP RIVER TOWNSHIP NORTH CAROLINA
SCALE: 1"=100' DATE: 5-15-14



EVANS ENGINEERING, INC. ENGINEERS, PLANNERS, SURVEYORS
4609 DUNDAS DRIVE GREENSBORO, NORTH CAROLINA 27407
PHONE: (336) 854-8877 FAX: (336) 854-8876



**PLANNING AND DEVELOPMENT DEPARTMENT
INSPECTION SERVICES DIVISION
HOUSING ENFORCEMENT**

**ORDINANCE
REQUEST:**

Ordinance to Demolish

**PROPERTY
ADDRESS:**

1501 East Avenue

OWNER:

Jose and Inez Rojas

**FIRST
INSPECTION:
12-5-2013**

Summary of Major Violations

- 1) damaged foundation wall
- 2) holes in exterior walls
- 3) rotten exterior walls
- 3) heating unit has been removed
- 4) electrical system has been removed
- 5) plumbing system has been removed
- 6) No chimney flashing which is creating a roof leak

**HEARING
RESULTS:
12-19-1013**

The owners did not appear for the hearing. During the hearing, the following findings of fact were established. There are numerous violations of the Minimum Housing Code. There are structural violations creating an unsafe dwelling. The dwelling is currently uninhabitable due to numerous Minimum Housing Code violations. In its present state necessary repairs to the dwelling exceed 50% of the current tax value. The Guilford County Tax value of the dwelling is \$18,900. The repair estimate is \$46,200.

**ORDER(S)
ISSUED:
12-19-2013**

Order to Repair or Demolish with a compliance date of 3-19-2014

APPEALS:

No appeals to date.

**OWNER
ACTIONS:**

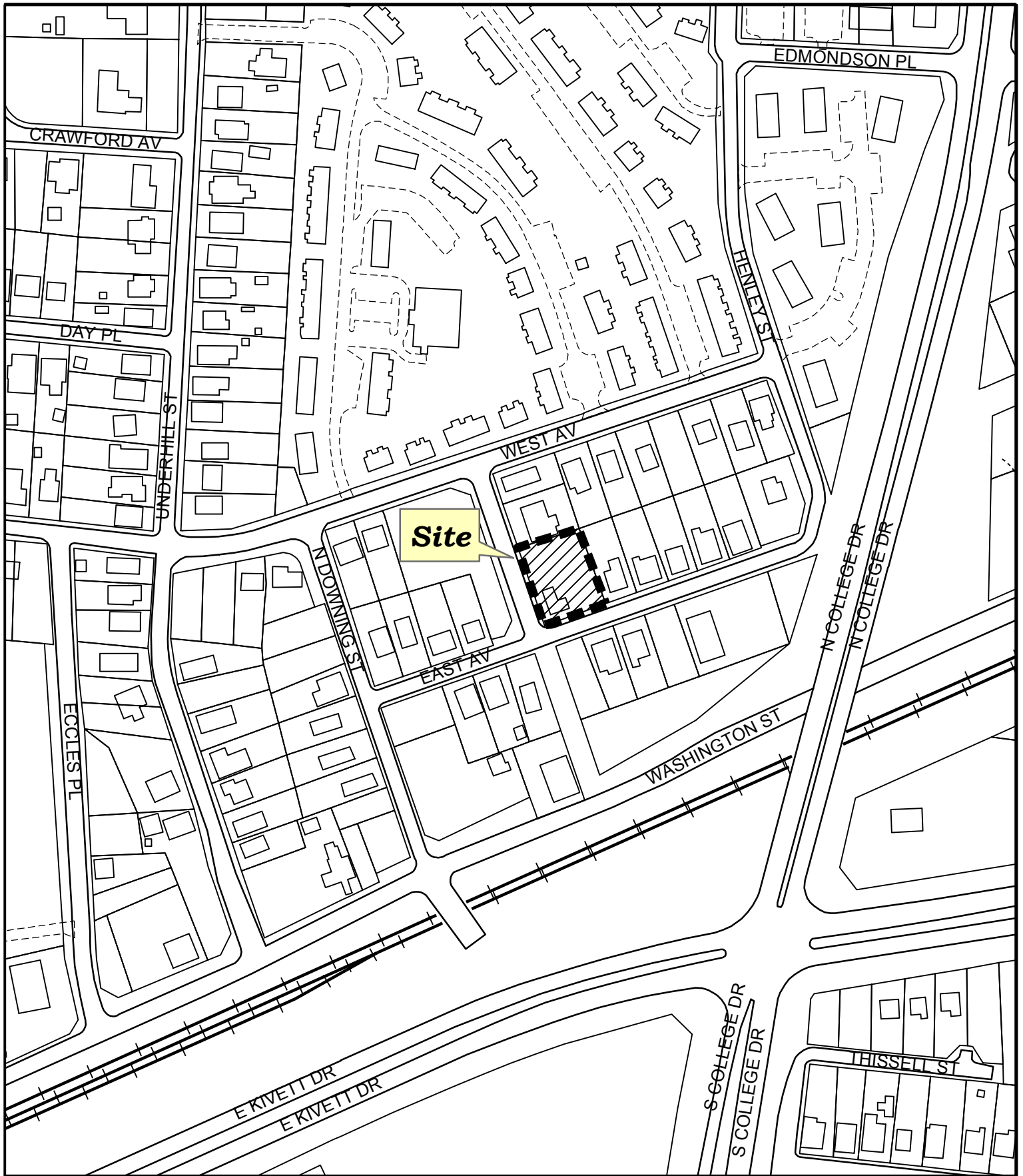
There have been no permits issued and repairs have not started.

EXTENSIONS:

None requested

**CURRENT
STATUS:**

Conditions still exist.



1501 East Avenue

Ordinance to Demolish



Location of subject property

**Planning and Development
Department**

City of High Point

Date: July 15, 2014



Scale: 1"=200'

y:/ba-pz/Inspections/
ord-demo.mxd

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

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

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

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

PROPERTY LOCATION

1501 East Av
High Point, NC

OWNER (S)

Jose and Inez Rojos
221 West St
High Point, NC 27265

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

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

Adopted by City Council,
This the 21st day of July, 2014
Lisa B. Vierling, City Clerk



1501 East Avenue



1501 East Avenue

COMPREHENSIVE PLANNING COMMITTEE

Chaired by Council Member Smothers

JUNE 10, 2014 – 10:00 A.M.

CITY MANAGER'S CONFERENCE ROOM

MINUTES

Present:

Chairwoman Rebecca R. Smothers, Mayor Bernita Sims, and Council Members Britt Moore, Jeff Golden, Foster Douglas, Judith P. Mendenhall, Jay Wagner, Jim Davis, and Jason Ewing

Staff Present:

Strib Boynton, City Manager; Randy McCaslin, Interim City Manager; Allen Oliver, Assistant City Manager; JoAnne Carlyle, City Attorney; Brent Cole, Assistant City Attorney; Loren Hill, President-High Point Economic Development Corporation; Jeron Hollis, Communications Officer; Eric Olmedo, Budget Evaluation Officer; David Briggs, Director- High Point Theatre; Lisa Vierling, City Clerk

Others Present:

Alex Boston, Intern-Legal Department; Cynthia Davis, Citizen and Chair-High Point Planning & Zoning Commission; Peter Freeman, Architect- Freeman Kennett Architects

UPDATE ON LIBRARY PARKING PLAZA

Chairwoman Smothers pointed out that Peter Freeman had kindly volunteered to reexamine the Library Parking Plaza plan that he put together and asked Council to identify some key issues they might want him to examine. She mentioned the critical concerns staff had about storm water issues as it relates to the parking lot and how development could impact it. Assistant City Manager Allen Oliver explained that he did discuss the Library parking lot plans with Peter Freeman last week and he had agreed to make any changes Council might have. Mayor Sims suggested the clerk email minutes to Mr. Freeman and Council from the previous discussion that identified concerns thus far. She encouraged the City Council to share any concerns or comments with Mr. Freeman. Chairwoman Smothers mentioned she is still waiting for Mr. Freeman to put cars in the parking spaces on the plans and pointed out there is some information in Dropbox that might be helpful. Mr. Freeman reminded Council that the ideas for the plan actually came out of a committee and he basically responded to the comments. He expressed appreciation for the opportunity to revisit the proposed Library Parking Plaza with another set of comments. He also pointed out there have been some development on other projects that were identified in the charrette process, which may change the thinking about what programmatic issues would not be included at the Library (i.e. Arts Market, Farmer's Market, etc...) because they did not want to have any type of competing arrangements. He noted the main issue that came out of the charrettes was the fact that the Library is an important city building and they would like to give it a little more dignity than just a standard parking lot.

UPDATE ON THE PIT PROJECT

Allen Oliver, Assistant City Manager, shared a rendering of the PIT area and noted David Briggs was present and would be taking the lead on contract to lease the space out. He reported he did meet with Charles Simmons, who owns property in the PIT area and that Mr. Simmons had indicated that he would like 24/7 access/egress from the parking spaces that he has provided on his property, so it would be problematic to block off the entryway during events. Mr. Oliver also shared that he has unsuccessfully tried to contact one of the other property owners in Texas. He noted Mr. Freeman's plan for the PIT addresses accessibility and safety aspects. It will cost approximately \$5,000 to install fencing to limit access in the vicinity of the railings.

Mr. Freeman reminded Council again that he relied on the committee's ideas and recommendations when designing the plan for the PIT. He explained the PIT has several different levels (High Street level, main level, and the lowest level which is known as the PIT. He recommended the best way to access this area would be to use the existing elevator, which ideally houses two restrooms and pointed out this building would also open up an opportunity for storage space, as well as provide a room for a performer to do a wardrobe change, come down the elevator and get onto the backside of the stage. He noted the parking plaza is ideally located and would serve well for controlled access with access from each level of the parking deck. Folks would come in through this single control point, where folks would also be able to purchase tickets. He explained use of the parking plaza would be a great way to create revenue and makes it a very attractive place for entry purposes.

Mr. Freeman explained that the proposed plan keeps the vehicle access ramp open since it is a shared access because they did not want to cut off access to the adjacent property owners who are entitled to access according to their deed. Council Member Mendenhall inquired about pedestrian access from Commerce and Mr. Freeman noted it could be done on a day-to-day basis, but the service entrance would be used during an event. He noted that Dorothy Darr had approached him about making sure there will be pedestrian access through there.

Mayor Sims asked if the extra traffic on High Street might impede people from deboarding the train. Mr. McCaslin explained the city has an agreement with the railroad to supply a certain number of parking spaces in the deck and the city would have to keep those street spaces open. Council Member Mendenhall suggested that folks pay upfront as they enter the parking plaza and that the gate be opened at the conclusion of an event for a quick exit.

Mr. Freeman shared that David Armstrong from the Brewer's Kettle had contacted him and seems to be very interested in getting involved in this process and he was currently in the process of putting a budget price together for him. Additionally, Mr. Freeman reported that he has had two other potential investors who have expressed an interest. He hopes to have a proposal for Council's consideration in the next 45 days or so. Chairwoman Smothers pointed out that Ryan Saunders has also expressed an interest in leasing the space and he wanted an annual lease because the insurance cost would be about the same for a year as it would be for one event. Mr. Freeman noted this might be the direction for their proposal, but at the same time he was interested in making sure it would be opened up to as many entities that could possibly come in to use it because he sees this as an opportunity to incubate business as well as have music, arts, crafts festivals, etc....

Discussion followed as to whether or not the city would have to put this out for bid. City Attorney Joanne Carlyle pointed out reserving the right to use the facility could be included in the lease agreement when it is drawn up. Mayor Pro Tem Davis felt like an investor putting his own money into it would want to control it in some way. Chairwoman Smothers expressed concerns about proceeding so far without somebody from the city knowing which direction they're headed since there were still some unknowns. Council Member Wagner pointed out the city built the plaza and one would presume that the city got easements from the property owners to do so. Ms. Carlyle explained it is a complex situation. Council Member Wagner stated he would not mind seeing the information that has been obtained regarding this property.

Mayor Sims suggested the next meeting for the PIT should take place at the PIT to allow everyone to see these things firsthand. Chairwoman Smothers suggested a better solution might be for those who are interested in going, accommodations could be worked out with staff or Mr. Freeman. Council Member Ewing thought the city should come up with a fee at the point of actually issuing the lease because he felt there might be some nationwide events organization that would jump on it as opposed to the few that have shown an interest in it locally. He also suggested putting the proposed plan out there before actually putting the money into it to have a plan in place to see what the interest might be.

PRIVATE ART DISPLAYED ON PUBLIC PROPERTY

Brent Cole, Assistant City Attorney, presented a draft policy regarding private art to be displayed on public property that he drafted at the direction of the Interim City Manager to be considered by Council. [copy of draft will be attached as a permanent part of these proceedings]. Mr. Cole explained the draft policy contains the purpose, requirements for application to display artwork, evaluation of the art display, liability clause, set up and take down of displays, agreement of terms and conditions. He explained that the policy prohibits any artwork that would interfere with pedestrian or vehicular traffic and pointed out the city will have the right of interpretation. Mayor Sims inquired about indemnification and liability. Mr. Cole explained the way it is currently worded, the city would not be liable for any damage to the art itself and the artist would be responsible for any damage the art might cause. Council Member Golden questioned the approval process for the content of the art and pointed out some might find it offensive whereas the next person would not. City Attorney JoAnne Carlyle explained the way the process works in the draft policy, the initial application will go to the city manager and the city manager would send it to a department. She suggested Council may want to establish an art policy committee as other communities have done. Mayor Pro Tem Davis suggested the application be sent to the committee first in an effort to determine if it is appropriate and then send it to the city manager for final approval. Council Member Mendenhall asked if TAG could do it and Ms. Carlyle replied in the affirmative. Assistant City Manager Allen Oliver suggested someone from the Parks & Recreation Department serve on the committee and noted it could be a function of a couple of commissioner members along with somebody from TAG or other organizations.

Council Member Mendenhall asked why it would be necessary for someone from Parks and Recreation serve on the committee because there were two issues: placement of the art and the art itself. She questioned whether or not they would be qualified to determine if the art is appropriate or not. She also recommended that staff identify areas for sites around town and install a permanent pad or foundation for the art to be displayed on instead of having requests for

numerous locations. Ms. Carlyle informed Council that whatever Council's wishes are, the legal department would incorporate it into a legal document and they would make sure they are insured and would protect the city as much as possible from a legal standpoint. She also explained as the policy is currently written, the artist would maintain ownership of the art and she noted that there may be times that Council may prefer they donate the art because Council may want it to be there on a permanent basis.

Chairwoman Smothers asked if staff could possibly provide some background on how this started with a request from someone who came to the city, who was interested in displaying their art. Randy McCaslin, Interim City Manager, explained that he was approached by Dorothy Darr, who got the Convention & Visitors Bureau and the Market Authority involved to see if the city might be interested in having art displayed. Council Member Mendenhall liked the idea of having public art on display, but with locations identified and predetermined by the city. Council Member Ewing suggested a clause be added to the policy that would allow the agreement between the city and the artist to be terminated upon receipt of numerous complaints. Ms. Carlyle noted this is already covered in the draft policy.

Triangle 40s- Utility Rate

Interim City Manager Randy McCaslin shared a map of the Triangle area where Business-40 and the new Interstate-40 meet. He explained High Point currently has an agreement with Kernersville where High Point has agreed to provide the water and sewer service to the property in the triangle and noted that the Fed Ex site (adjacent to this property) is already actually served by sewer. Mr. McCaslin informed Council that the agreement also says that Kernersville has zoning control and annexation rights to the property and they have agreed to share 50% of the property tax revenues with the City of High Point. Additionally, the City of High Point receives the water and sewer revenues for the period of time of the contract (which is 40 years). He also noted Kernersville provides all services to the property with the exception of the water and sewer that High Point provides.

Mr. McCaslin shared that a developer, who is interested in constructing an apartment complex in this area, has approached the City of High Point about paying inside water/sewer rates instead of outside rates per the city's current policy. He pointed out this situation is a little different than the others that have come to Council in the sense that per the agreement that's in place, the City of High Point would receive 50% of the property tax revenues. Staff felt this would justify a review of the utility rates and possibly approve a rate structure just for this particular area. He stressed that it would not be only for this specific project, but would apply to any future development that takes place in this Triangle area.

Eric Olmedo, Budget Evaluation Officer, provided some statistical information on what the potential revenues might be for this area that consists basically of 562 acres, of which 391 acres have been identified as large undeveloped or underdeveloped parcels. According to information he gathered on annual water usage for comparable apartment complexes, he estimates this size complex at 75% occupancy would pay about \$96,000 in water/sewer fees annually at the double rate, a one and a half rate would bring in about \$70,000; and a one and a quarter rate would bring in about \$60,000. He pointed out on the flip side of this, the revenue that the City of High Point would receive for property taxes from comparable apartment complexes this size and type

of development would range from about \$12-\$15 million dollars. On the conservative side of \$12 million, the property tax under Kernersville's current rate would be about \$60,000 annually and High Point would receive 50% of that for 40 years from the time the property is annexed into Kernersville. He asked Council to keep in mind that the other parcels may not develop into something like an apartment complex that uses high rates of water, but there could be some other big water users that decide to go out there.

Mr. McCaslin pointed out this property is currently in Guilford County and would have to be annexed into Kernersville for it to be rezoned. Mr. Olmedo added that the Memorandum of Understanding says if they do choose to tap onto High Point's water or sewer, they must request annexation into Kernersville. Chairwoman Smothers pointed out that the developer has already started the process. Council Member Ewing noted they also have the ability to get water from Winston Salem and Mr. McCaslin stated the City of High Point desires them to be on its utility system because there is an existing water line that goes to the property that has to be bled off. Mayor Pro Tem Davis asked what rates are paid by Fed Ex. Staff noted the City of High Point collects double rates from Fed Ex, but does not receive any property taxes. It was noted that Fed Ex would not qualify for the new rate if it is established because their property is actually on the other side of I-40.

Staff is recommending 1.25% of the city's current inside rate. This coupled with the property taxes that will be received would bring in the same revenue as the double utility rates. Mayor Sims expressed concerns about this and pointed out Council just had a request from Mr. Curtis on Tangle Lane, who requested to pay double rates because he did not want his property annexed. She asked about the number of utility policies there are based on location.

Council Member Ewing recommended the current inside rate be charged since High Point would be receiving 50% of the tax revenues, but expressed some concern because there could be a drastic difference between the revenues that the city would get on other parcels that develop. Mr. McCaslin felt it would be problematic for it to be based on property value and noted the developer would be responsible for extending the line to their property. Chairwoman Smothers shared that the forecast for the land use in this area is either light industrial or higher density residential.

Mr. McCaslin explained the reasoning behind suggesting the 1.25% of the present inside rate was because this is the break-even point.

At this point, Council Member Ewing moved to authorize staff to move forward with the Utility Policy as presented with the exception of it being the current inside water/sewer rate instead of the staff recommended 1.25% of the current inside water/sewer rate. Council Member Mendenhall made a second to the motion. The motion carried by a 8-1 vote with Mayor Sims dissenting.

Mr. McCaslin explained staff would come back at the next meeting with a resolution reflecting this change.

Adjournment

The meeting adjourned at 11:00 a.m. upon motion duly made and seconded.

Note: Immediately following this meeting, Council moved from the City Manager's Conference Room to the 3rd Floor Lobby Conference Room for the final budget review.

Respectfully Submitted,

Lisa B. Vierling, MMC
City Clerk

Rebecca R. Smothers, Chairwoman

**PLANNING AND DEVELOPMENT DEPARTMENT
INSPECTION SERVICES DIVISION
HOUSING ENFORCEMENT**

**ORDINANCE
REQUEST:**

Ordinance to Demolish

**PROPERTY
ADDRESS:**

206 E Ray Avenue

OWNER:

Sammie Chess, Jr. and Sandra Chess

**FIRST
INSPECTION:
3-28-2013**

Summary of Major Violations

- rotten roof system
- rotten interior flooring system
- heating unit has been removed
- electrical system has been removed
- plumbing system has been removed
- structurally unsafe porch flooring
- interior walls removed
- cracked foundation wall

**HEARING
RESULTS:
4-30-2013**

The owners did not appear for the hearing. The owner did contact the inspector and expressed his interest in repairing the dwelling. During the hearing, the following findings of fact were established. There are numerous violations of the Minimum Housing Code. There are structural violations creating an unsafe dwelling. The dwelling is currently uninhabitable due to numerous Minimum Housing Code violations. In its present state necessary repairs to the dwelling exceed 50% of the current tax value. The Guilford County Tax value of the dwelling is \$12,100. The repair estimate is \$47,100.

**ORDER(S)
ISSUED:
4-26-2013**

Order to Repair or Demolish with a compliance date of 7-30-2013

APPEALS:

No appeals to date.

**OWNER
ACTIONS:**

There have been no permits issued and repairs have not started. The owner has removed large amounts of debris from the dwelling and property.

EXTENSIONS:

None requested

**CURRENT
STATUS:**

Conditions still exist.



206 East Ray Avenue

Ordinance to Demolish



Location of subject property

**Planning and Development
Department**

City of High Point

Date: April 11, 2014



Scale: 1"=200'

y:/ba-pz/Inspections/
ord-demo.mxd

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

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

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

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

PROPERTY LOCATION

OWNER (S)

206 E Ray Avenue
High Point, NC

Sammie Chess, Jr and Sandra Chess
2 Lexa Court
Jamestown, NC 27282

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

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

Adopted by City Council,
This the 21st day of July, 2014

Lisa B. Vierling, City Clerk



206 E. Ray Avenue



206 E. Ray Avenue

The following statement of intent will be considered for adoption at the July 17, 2014 Comprehensive Planning Committee.

CORE CITY ACTION PLAN – FY 2014 - 2015

Preface

Over the past several years various citizens' groups have emerged in the Core City. Their primary mission was to effect positive change in their area of interest. Some have applied for and received grants (City Project). Others have attracted special grants (SW Renewal). These monies were directed toward specific projects within certain target districts of the Core City. Also, consultant studies have been commissioned, are being conducted and some have been completed. All this activity has brought attention to the special needs and issues in the City's core.

The City Council is well aware of the desire for visible action. The challenge faced by the Council is to balance the "wants" of the different groups with increasing costs of "needed" (mandated) municipal services. And, importantly, the Council must judge the taxpayers' ability to bear the combined costs of the "wants and needs" as well as the taxpayers' support for providing tax dollars for the list of "wants".

After much deliberation and consideration, the City Council has identified its priorities for the 2014 Core City Plan of Action. It is important to note that these City initiatives are aimed at public rights of way, City properties, public safety projects, neighborhood stabilization and enhancement, and our physical investments. A primary objective is **to stimulate private investment** by improving the public's property.

A Summary of Actions taken:

During the City Council term 2012-2014, many hours of discussion and attention were directed toward the Core City. A number of significant decisions were made that have re-shaped the City's effort.

1. It was decided that the City Project, a 501c3, would no longer have a full time staff person, who functioned as an executive director, funded by the City. That staff position would be brought back "in house" under City staff supervision and direction; reclassified; and, have a new job description. These changes would take place by August 1. A plan for implementing the new structure would be submitted by the Interim City Manager.
2. Administrative funding for the Core City program would be budgeted at the same amount as in the FY 12-13 budget.
3. The City Manager was directed to provide \$35,000 in funding to the City Project board so that they might continue their marketing and promotion efforts for their areas of work.
4. Other areas of the Core City identified for study, funding and investment are:
 - Washington Street: Streetscaping - \$429,005 (amount to be amended for extension of project to Gaylord.)
 - South Main Street: Streetscaping - \$600,000
 - The Pit – Up to \$25,000 for safety improvements

- Library parking lot – Redesign of parking lot being considered; amount TBD.
- Traffic Study for dieting N. Main between Parkway and Lexington - \$114,000. Report due late summer.
- Land use and transportation study of Five Points. This is a critical project for the future re-development efforts in the Five Points neighborhood and will provide the primary gateway from I-74 to the Market district, hospital/medical cluster, GTCC, HPU and governmental services. It is the ONLY I-74 interchange that has the potential to reshape a neighborhood and provide a transportation network that will benefit both the neighborhood and the whole City.
- \$300,592 was appropriated in the FY 14-15 budget for investment in the Core; the scope of projects could range from housing to matching private investments. (Source of funds – residual from Randleman Dam project.)
- \$35,000 was budget in the FY 14-15 for Façade Improvements.
- Community Development entitlement monies have been targeted for residential/commercial infill. (Specific projects and neighborhoods to be identified.)
- \$182,890 was allocated for a public transit study of the HiTran system that is underway. Initial route data show that the North Main and South Main routes carry the most passengers. It is expected that recommendations will reveal a demand for expanded service routes.

It is important to note that the actions taken by the City Council were taken after much deliberation and with discussion and input from various organized groups, interested, concerned individuals, affected property owners and various consultants. The time for action has arrived. Decisions have been made and a course of action has been set.

The Actions taken are not the full inventory of the Council's identified areas for focus.

On-going discussions and study are underway in the following areas:

Items that have been targeted in the Core area for more discussion/consideration are:

- Redevelopment incentive options – identification of appropriate options to encourage private investment.
- Housing/commercial infill – This area is a high priority for study and solutions. Vacant and boarded up houses, empty lots, and substandard buildings are contributing to the deterioration of neighborhoods, decreasing property values and the despair of homeowners. Involvement by the CAC in identifying key streets/neighborhoods for concentrated efforts will assist Council in determining where efforts are best focused.
- Burying overhead utility lines- Specifically along North Main from Westwood to Parkway. Any upgrade in the Library parking lot would be wasted without the burying of these lines.
- Retail/design sub-district as identified in the Aug '07 Core City Action Plan. A significant opportunity (to be developed) that would feed off High Point's brand as the Furniture Capital and stimulate re-use of existing vacant and under-utilized properties. (A project that could be coordinated with the Chamber of Commerce and the CVB.)

Conclusion

The City Council has outlined an ambitious Action Plan for FY 14-15. It will begin with the current City Council and be completed under a new City Council who will be seated in Dec. 2014.

In order for this Action Plan to be accomplished it will take continued community interest and support. Many neighborhood groups and existing district groups (such as: SoSi, SW Renewal, Five Points Association, City Project, Washington Street Association, Uptowne and others) will need to be an integral part of the implementation of the Action Plan.

It is important for these existing groups to be involved, cooperative and be a positive advocate for change and investment. Without their active involvement and continued commitment, there will be an absence of widespread City support that is absolutely necessary for the investment of tax dollars as well as interest by private investor. No one will be willing to commit their money (or their tax dollars) in a community that does not believe in itself.

Any Core City plan should be reviewed periodically and revised as required to meet the current Core needs. Many people who have been involved in the evolution of the Core City Action Plan have patiently waited for commitment and implementation. This Plan will not do everything but it will begin a more comprehensive approach to the appropriate public investment areas (such as right-of-way and public spaces) which should encourage private investment – and that is when true change begins.



MEMORANDUM

TO: Mayor and City Council

FROM: JoAnne Carlyle

RE: Condemnation – July 21, 2014 Agenda
Rich Fork Creek Outfall
699 Joyce Circle, High Point, NC

DATE: June 4, 2014

Council is requested to adopt a Resolution authorizing condemnation proceedings on the property described in Deed Book 3167, Page 833 of the Forsyth County Registry located 699 Joyce Circle, High Point, NC.

On May 20, 2014 the property owners were mailed a certified letter giving them 30 days notice of our intention to begin condemnation proceedings. A copy of this letter and a map showing the area in question is attached.

I will be glad to answer any questions you may have regarding these properties.

**RESOLUTION AUTHORIZING CONDEMNATION TO ACQUIRE A PORTION
OF CERTAIN PROPERTY IN CONNECTION WITH THE
RICH FORK CREEK OUTFALL**

WHEREAS, the City Council of the City of High Point hereby determines that it is necessary and in the public interest to acquire an easement across a portion of the real property at 699 Joyce Circle, High Point, North Carolina.

WHEREAS, the proper officials or representatives of the City of High Point have been unable to acquire the needed easement in this property by negotiated conveyance; and

WHEREAS, it is deemed in the best interest of the City that the City Attorney be authorized to institute civil proceedings to condemn said property and that the Director of Finance issue a draft to the Clerk of Superior Court as just compensation to the owner in the amount of \$17,300.00;

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

1. the City of High Point shall acquire an easement across a portion of the real property at issue;

title to a portion of that certain property located 699 Joyce Circle, High Point, described in Deed Book 3167, Page 833 of the Forsyth County Registry.
2. the City Attorney of the City of High Point is hereby directed to institute the necessary proceedings under Chapter 40A of the North Carolina General Statutes to acquire an easement across the said portion of property;
3. the Director of Finance is hereby authorized to issue a draft in the amount of \$17,300.00 to the Clerk of Superior Court as just compensation to said owners.

Adopted by City Council,
this 21st day of July, 2014

Lisa Vierling
City Clerk

City Attorney

JoAnne L. Carlyle



May 20, 2014

NOTICE OF CONDEMNATION

Mr. Stephen B. Jacobs, Trustee
Trust Under the Will of Wilma P. Crissman
For the Benefit of Walter E. Crissman
699 Joyce Circle
High Point, NC 27265

VIA CERTIFIED MAIL
7099 3400 0014 1264 7395

RE: Notice of Intent to Institute Condemnation Proceedings Under G.S. 40A-40.

General Description of property is as follows:

Being a portion of the property described in Deed Book 3167, Page 833 located at 699 Joyce Circle, High Point, Forsyth County

Dear Mr. Jacobs:

Previously, you have been contacted by representatives of the City of High Point for the purpose of negotiating the purchase of property described above. These representatives of the City have been unable to date to reach an agreement with you on the issue of just compensation for the property.

This letter serves as official notice under Chapter 40A of the North Carolina General Statutes that the City of High Point intends to institute an action to acquire by condemnation the above-referenced real property in which you have or may have an interest. This legal action will not be filed before 30 days from the date of this letter.

The purpose for which a portion of this property is to be condemned is the following public project: Rich Fork Creek Outfall

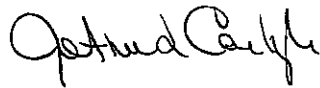
The City has estimated the amount of \$17,300.00 to be just compensation for the property.

This is to advise you that we will request City Council to authorize institution of legal proceedings to condemn this property at its regular meeting to be held on July 21, 2014 at 5:30 p.m. in City Council Chambers at 211 South Hamilton Street, High Point, N.C. You are welcome to attend this meeting.

This notice does not constitute a taking or condemnation of any interest in the above-referenced property. No taking will occur until a condemnation action is actually instituted and such will not be instituted for at least thirty (30) days from the date of this notice, but may be instituted at any time after authorization by the City Council. As owners of the property, you have the right to commence an action for injunctive relief and the right to answer the complaint after it has been filed. You are advised to consult an attorney concerning your rights.

We regret that you and officials of the City have been unable to negotiate the purchase of this property interest. If you have any questions, you may wish to contact the undersigned at the address and telephone number set forth below.

Yours very truly,



JoAnne L. Carlyle
Attorney for the City of High Point
P.O. Box 230
High Point, NC 27261
Telephone: (336) 883-3301

JLC:drd

**DEPARTMENT OF PLANNING AND DEVELOPMENT
INSPECTION SERVICES DIVISION
HOUSING ENFORCEMENT**

ORDINANCE

REQUEST: Ordinance to Demolish

PROPERTY

ADDRESS: 1508 E. Green Street

OWNER: Emanuel Agapion

FIRST

INSPECTION:

3-14-2013

Summary of Major Violations

- 1) rotten roof system
- 2) rotten, unlevel floor system
- 3) foundation is buckling on the left side of house
- 4) exterior wall on left of dwelling is buckling from foundation
- 5) holes in interior walls; some walls removed

HEARING

RESULTS:

4-3-2013

The owner did not appear for the hearing. During the hearing the following findings of fact were established. There are numerous violations of the Minimum Housing Code. There are structural violations creating an unsafe dwelling. The dwelling is currently uninhabitable due to numerous Minimum Housing Code violations. In its present state necessary repairs to the dwelling exceed 50% of the current tax value. The Guilford County Tax value of the dwelling is \$42,500. The repair estimate is \$24,800.

ORDER(S)

ISSUED:

4-3-2013

Order to Repair or Demolish with a compliance date of 7-8-2013

APPEALS:

No appeals to date.

OWNER

ACTIONS:

There have been no permits issued and repairs have not started.

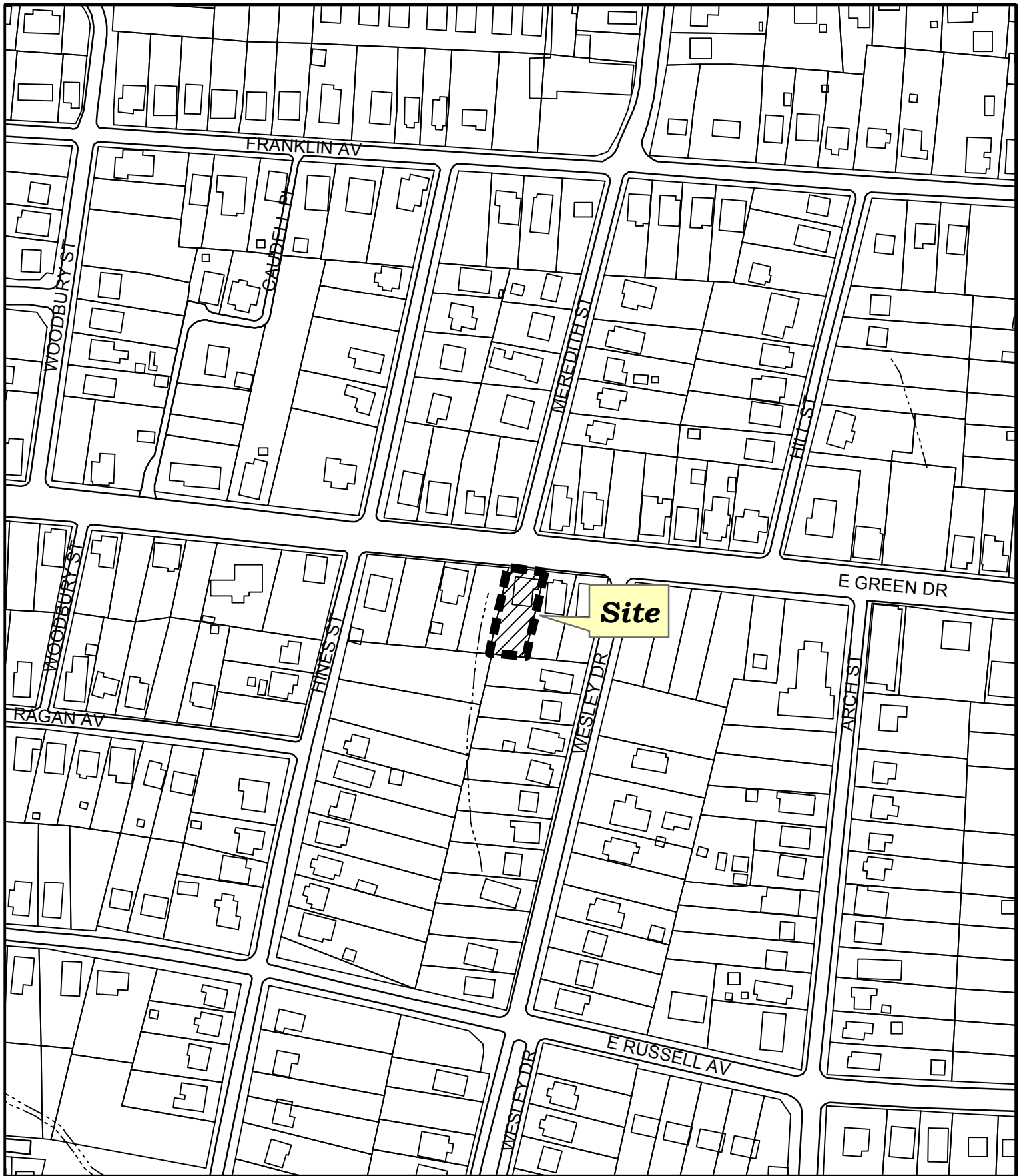
EXTENSIONS:

None requested by owner.

CURRENT

STATUS:

Conditions still exist.



1508 East Green Drive

Ordinance to Demolish



Location of subject property

**Planning and Development
Department**

City of High Point

Date: July 14, 2014



Scale: 1"=200'

y:/ba-pz/Inspections/
ord-demo.mxd

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

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

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

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

PROPERTY LOCATION

1508 E Green Dr
High Point, NC

OWNER (S)

Emanuel Agapion
625 N Elm St
Greensboro, NC 27406

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

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

Adopted by City Council,
This the 21st day of July, 2014

Lisa B. Vierling, City Clerk



1508 E. Green Drive



1508 E. Green Drive

**HIGH POINT CITY COUNCIL
BUDGET REVIEW
MAY 28, 2014 – 3:00 P.M.
3RD FLOOR LOBBY CONFERENCE ROOM**

MINUTES

Present:

Mayor Bernita Sims; Mayor Pro Tem Jim Davis (Ward 5); and Council Members Rebecca R. Smothers (At-Large), Britt Moore (At-Large), Foster Douglas (Ward 2), Judith P. Mendenhall (Ward 3), Jay Wagner (Ward 4), and Jason Ewing (Ward 6)

Absent, but Participating via Polycom: Council Member Jeff Golden (Ward 1)

Staff Present:

Strib Boynton, City Manager; Randy McCaslin, Assistant City Manager; Allen Oliver, Assistant City Manager; Jeff Moore, Director of Financial Services; Eric Olmedo, Budget Evaluation Officer; Steve Lingerfelt, Director of Communications & Information Services; Laura Altizer, Budget Analyst; Glenda Barnes, Budget Analyst; Loren Hill, President-High Point Economic Development Corporation; Angela Kirkwood, Director of Human Resources; Terry Houk, Director of Public Services; Marty Sumner, Chief of Police; JoAnne Carlyle, City Attorney; Lisa Vierling, City Clerk

Others Present:

Cynthia Davis, Citizen, Chair of Planning & Zoning Commission

News Media:

Pat Kimbrough, *High Point Enterprise*

Note: This is a summary of the items discussed. A copy of the audio, as well as all handouts distributed during the course of the meeting will be attached to these minutes as a permanent part of the record.

RESPONSES TO COUNCIL'S PREVIOUS INQUIRIES/QUESTIONS

Eric Olmedo, Budget Evaluation Officer and City Manager Strib Boynton, reviewed the responses to Council's previous inquiries/questions regarding the budget. [***copy of the follow up questions and replies will be attached as a permanent part of these proceedings***]. The questions raised related to internet allowance increase in the city manager's budget; the increase in salary in Parks Administration; impact of decreasing the tax rate; number of school resource officers and the specific school assignments; amount of remaining funds in the PTRWA refund; impact of reducing the tax discount from 1cent to .5 cent; service level impacts from the new positions; level of customer service training in the call center; if Community Development personnel could be paid out of the General Fund to increase the direct dollars for redevelopment

from the Community Development Fund; police department overtime increase in Police Field Ops- South; comparison of how High Point compares to other cities in public safety expenditures, as well as how High Point's tax rate compares to other cities.

LANDFILL

Terry Houk, Director of Public Services, shared that there is a capital improvements plan to pay for the upgrades to expand the Landfill, which is based on the assumption of 500 tons a day. He shared there are two options with the primary option being to relocate this road and come up Jackson Lake and close Kersey Valley, and then bridge across to make it one big landfill. Mr. Boynton asked Council to keep in mind that some of the neighboring cities have all sorts of problems to deal with regarding garbage, but the City of High Point is fortunate that it does not have a garbage problem and is good for the next 20-25 years. He reported that it will be necessary for staff to look at redesign of the road by FY 2016-2017.

RADIO EQUIPMENT LETTER

Mr. Boynton asked Steve Lingerfelt, Director of Communications & Information Services, to address a letter Council received from a vendor about some radio equipment. Mr. Lingerfelt explained the city updated its radio system year before last at a cost of about \$6 million and an \$11 million purchase. He noted that they did look at other vendors at that time, but many times the products they offer is not compatible with what the city is already using. The initial purchase of equipment did require the city to go out to bid, but this upgrade did not require it.

BENCHMARKING STUDY

Mr. Olmedo shared a handout from the Benchmarking Study that High Point participates in with other cities. [copy attached to these minutes].

CONVENTION & VISITORS BUREAU AND MARKET AUTHORITY BUDGETS

Mr. Olmedo reported that the CVB is still working on its budget, but the Market Authority has submitted its budget.

BUDGET SUMMARY

Mr. Boynton explained that in May, staff outline a summary of what to expect in the proposed FY 2014-2015 budget, which showed a tax rate decrease associated with the creation of an Enterprise Fund; showed increased rates on garbage collection; increase on wholesale-retail rates to pay for the wholesale increase for power, as well as a water/sewer rate increase. The water/sewer rate increase is proposed to be 3% effective July 1st. Mr. Boynton pointed out the last increase was in October of 2011 to help pay for the debt service cost of the bonds issued. He also explained that the bond rating agencies recommended the city raise water/sewer rates in order to retain the current bond rating.

Council Member Ewing recalled a discussion that took place when Council received a financial update and inquired about the significant fund balance in the Electric Fund. Mr. Boynton explained the increase proposed is necessary to pay the city's electric bill and if the retail electric rate is lowered, it would have to be made up next year in addition to whatever the wholesale power price would be. Since Mr. Boynton was not clear about what Council Member Ewing was referring to, Council Member Ewing stated he would try to find the documentation and

would bring it to the next budget review. Council Member Smothers asked if the rating agencies advise as to the percentage that should be retained in fund balance of the value of the electric system. Mr. Boynton replied that he was not aware of what it is because NCMPA1 is rated, and they would also look at the member cities. Mr. Olmedo noted the Electric Fund balance is about \$1.8 million above the 10% minimum and explained this percentage is actually based on budgeted expenditures, not system value.

Council Member Ewing also inquired about the allowable expenditures for the Electric Fund revenues. Mr. Boynton explained there is a percentage regarding the amount that can be transferred out and noted current expenditures are being used for operation of the electric system, with the exception of revenues that are used for economic incentives, as well as a variety of capital improvements. Council Member Ewing recommended, from a fairness standpoint, he would like to see the Market Authority funding from the Electric Fund and moving it to the General Fund to utilize some of the taxes received to go towards Market. He felt the way it is currently structured, $\frac{3}{4}$ of the citizens are subsidizing the Market Authority Funding. Mr. Boynton pointed out the showrooms are also helping to pay for part of the cost of the Market Authority.

Council Member Mendenhall asked about the remaining \$300,592 in the Water Authority fund and staff explained this money is sitting in an account and could be used for one-time capital improvements, or it could be used to help reduce the water/sewer rate increase. Council Member Smothers noted that she previously asked if it could be used to reduce the debt for water and sewer and staff replied that there was a possibility of using it for some capital so the city wouldn't have to issue debt.

SUGGESTION- DECREASE IN TAX RATE

Council Member Mendenhall asked if staff has given any thought as to where the dollars might come from should Council want a larger decrease in the tax rate than what is proposed in the budget. Mr. Boynton explained staff looks to Council for guidance when making recommendations such as these and noted something has to be cut out or increase fees. Mayor Sims cautioned against reducing the general fund appropriation because of the unknown with what is happening with legislation in Raleigh. Mr. Boynton agreed and noted Council would not want to go below 10%. Council Member Davis felt a 1.5 cent decrease is definitely doable. Council Member Ewing stated he would like any fees implemented to be equal to or greater than what the implication of the fee would be. Mayor Sims disagreed and felt the way it is proposed is what should be approved. Council Member Mendenhall felt rounding up to a one cent tax rate decrease would be doable and would not be that difficult taking into consideration the size of the budget. She felt this would make it more palatable and easier for the citizens to understand than if the tax rate were lowered to .8 cents an example. Council Members Moore and Wagner agreed. Council Member Davis noted he would like to see what the 1.063 cent decrease would be.

Mr. Boynton asked if there was a consensus today regarding the tax rate decrease of one cent and asked if there were any recommended changes in the garbage collection rate. Mayor Sims noted she has a problem with it, period, because the people who can least afford to pay it are being forced to do that, so it would bring about its own set of problems with the Enterprise Fund.

VACANT BUILDING REVITALIZATION AND DEMOLITION GRANT GUIDELINES

Council Member Ewing shared some information he obtained from the City of Hickory, North Carolina regarding vacant building revitalization and demolition grant guidelines. [*copy of handout will be attached to these minutes*].

He felt it was important to have a tool such as this to help offset some of the massive cost for rehabilitating some of the vacant buildings that have been vacant for a long time. He suggested that Council earmark dollars for a program such as this with the details worked out later on. Council Member Mendenhall suggested it might be possible to use some of the CDBG monies for this. Council Member Ewing noted a Business Improvement District (initially identifying a small area) could be created to implement these tools with tax abatement as a tool, revitalization grant as a tool, demolition grant as a tool, possible retail incentives, etc..... and if it is successful, the city could look at extending it for future years. He felt it would be great if Council could earmark a certain dollar amount to implement this to actually start doing some visible things. Mayor Sims noted there are still some other Core City projects that are being looked at and it would be a good idea to put all this together and make it be attractive to the entire process of redevelopment in the Core, rather than piecemealing it. Council Member Ewing agreed that the city should put together a comprehensive plan with something that is attractive that would be beneficial to everyone (a business owner desiring to relocate, property owner who wants to renovate, etc....). Council Member Smothers felt with a limited amount of money, Council should decide on a focal area. **It was the consensus of Council to budget the excess amount of \$300,592 from the PTRWA fund for this proposed program, which would require working out the details later on.**

POLICE DEPARTMENT

Police Chief Marty Sumner shared that the department is still short by nine officers due to a combination of those retiring and some who left for other positions. He explained that they have ramped up the recruiting process and pointed out it takes about three months to recruit and takes about nine months to get an officer in the position. He noted that salary did not seem to be the issue with retention of officers and although the City of High Point did offer a \$2,000 sign-on bonus, the lack of raises has made a real difference.

Regarding Council Member Douglas' inquiry about the police department building expansion, Chief Sumner explained a study was conducted several years ago because the present building is about one-fifth the size that it should be. He also pointed out the evidence building was nearly at capacity and was in dire need for expansion. Council Member Douglas suggested the Police Department look at some of the vacant buildings, of which Chief Sumner replied that security would be problematic.

In response to the departmental increase in the training line item, Chief Sumner pointed out \$92,000 was in the line item in 2010, but they had to reduce this amount by 5% because of the budget crisis at that time and this caused a delay in training for police officers. He reported that he would like to restore the departmental training line item to \$92,000 to have adequate funds that would enable all ten captains to attend the Southern Police Institute. Mayor Sims expressed some concerns that the city does not have a policy in place that would retain those officers for a

specific timeframe, who are trained as a result of the commitment the city makes to absorb all training costs. Chief Sumner explained his experience has been that most of the officers who go through this program, actually do stay with the city. Mayor Sims asked if there was anything the city could require to retain these officers for a certain period of time and City Attorney JoAnne Carlyle explained that this would not be possible due to North Carolina being an employee at-will state.

MATERIAL RECOVERY & RECYCLING FACILITY (MRF)

In response to a request from Council Member Douglas, Assistant City Manager Allen Oliver, distributed data on the MRF operations based on expenses, revenue percentage of recovery, tons of recycling and savings from tipping fees for the past three years. He noted that although the numbers are in the negative, the purpose of the MRF is to extend the life of the city's landfill. Council Member Douglas also inquired about the workers comp rates and number of injuries such as needle sticks at the MRF and who is responsible for the cost. Mr. Oliver replied that this information is not readily available, but staff would get it and report back to Council. JoAnne Carlyle, City Attorney, pointed out since the temp employees actually work for a temp agency, it would be their responsibility. A discussion followed regarding the actual number of employees assigned to the MRF and Mr. McCaslin noted the number of temp employees would be over and above the 25 employees in the budget. Eric Olmedo, Budget Evaluation Officer, explained that staff purposefully kept many of the 25 positions vacant knowing that in the transition of moving from and to the new operating MRF, there would not be a need to have as many employees going forward with more efficiency in the operation, so this is why temporary employees were purposefully hired versus full-time employees. Regarding the authorized positions in the budget that are not currently filled, Mr. McCaslin explained that these positions may not be filled knowing that once the upgrade is completed at the MRF, it would more than likely take less employees to operate it. Council Member Mendenhall questioned the need for a "temporary service" line item in the MRF budget while there is also an additional budget line item for regular full-time employees. She questioned why some of these positions are budgeted, if they are not going to be filled. Mr. Olmedo explained that it has been a management decision over the past four to five years to report it this way in the budget and pointed out another issue is the difficulty in finding full-time folks to work and stay at the MRF. Mayor Sims felt this tends to overstate the actual numbers for employees. Mr. Olmedo offered to pull some actuals together of what was actually expended over the last several years regarding salary dollars versus temporary services.

Mayor Sims asked if staff could provide a number for the full-time employees who making under \$10 an hour. Angela Kirkwood, Director of Human Resources, noted she would have to run a query in the system to get this information.

DEMOLITION BUDGET

Mayor Pro Tem Davis pointed out that the demolition date for the KILBY Hotel was up on May 26th and asked what this might do the budget, since the demolition is estimated to be about \$58,000. Randy McCaslin, Assistant City Manager, shared that a group plans on attending the next City Council meeting that would be coming in with a proposal and appear to have the funds that will be needed to shore up the KILBY Hotel.

PCARDS

[Note: a copy of the information distributed regarding the various levels for Pcards and identification of the employees by name and department who have been issued Pcards. As of March 31, 2014, there have been a total of 350 Pcards issued].

Council Member Douglas questioned staff's delay in providing information that he requested a while back regarding the Pcards regarding usage, as well as payments and reimbursements associated with the Pcards. Mayor Pro Tem Davis recalled the issue surrounding the meals that were charged out of the supplies line item in the departmental budget. He noted staff was supposed to make a line item specifically for food/meals so it would not be masked in the supplies line item and he questioned whether or not the amount budgeted in the supplies line item would decrease with the creation of the additional line item for food/meals.

Jeff Moore, Director of Financial Services, thought this issue had been taken care of by the revised Pcard Policy that was put into place in February eliminating the use of Pcards for local meals. He explained that typically, new accounts are not created unless there is more than \$500 to be expended and the adoption of the revised policy avoided the need for an additional account just for meals in the General Ledger, which would be an additional administrative burden for staff. In an effort to ease the burden of this on staff, Council Member Douglas suggested it might be helpful to reduce the actual number of Pcards issued to employees. Mayor Pro Tem Davis asked if staff has monitored the meals and the revised Pcard Policy since it was implemented in February. Mr. Moore reported that he has asked the purchasing manager to run an analysis report showing purchases with the Pcards over the last three months and the report would be ready as soon as last month's statement is received from Bank of America. Mr. McCaslin asked Council to be mindful that all charges on the Pcard purchases are actually taken out of individual line items contained in each department's budget, so it is up to the department head to oversee the purchases and to ensure that the expenditures do not over extend their authorized budget. Mr. Moore explained that the procurement card is just another tool, much like purchase orders. The Mayor disagreed and felt it was not the same as a purchase order because the city would not have this level of individuals with the ability and authorization to purchase. She suggested the sheer number of the cards that have been issued probably lends to some ability to misuse or abuse purchases.

A discussion followed regarding how to best reduce the number of Pcards already assigned to the various employees. Council Member Ewing asked if there would be efficiencies created with the reduction of Pcards to those employees that possibly make a minimal amount of purchases during the year and suggested it might be possible to cut out some of the Pcards that have been issued, but have been rarely used. Mr. Moore informed Council that staff has already started looking at cyclic cycles and reports on who is actually using the Pcards, but they need to make sure these decisions would not actually create more problems downstream. Council Member Douglas felt a reduction in the Pcard numbers would lead to a reduction in transactions and staff replied this was just not the case.

City Manager Strib Boynton noted he would ask the department heads to review the Pcards issued within their respective departments and decide which ones they might not really need.

HUMAN RELATIONS TRIPS

Mayor Pro Tem Davis explained earlier this year, some students traveled on the Human Relations budget and he supported the trip because of the circumstances at the time, but did not think the city should be in the business of paying expenses for these trips. He noted that he noticed there is \$25,000 in the travel line item in the Human Relations budget and he would like to see this amount reduced or taken out of the budget. Several Council Members offered support for that suggestion.

Mayor Sims explained part of the issue is that it is in this budget, but it is her understanding that the students want the ability to do fundraisers to raise the money themselves to still make the trip possible. She asked if any Council Members would have a problem with this because these students are actually an extension of the city to some degree because they are the High Point Student Relations Commission. She felt a decision should be made as to whether or not the city is going to support them with the fundraising efforts because they would like to go on the trip and are willing to raise the dollars. If not, then, she felt it was totally unfair to the students for Council not to fund the trip at all. City Manager Strib Boynton pointed out the students do not need permission from the City Council to raise money for the trip. Council Member Smothers felt there should be some general policy as to the number of people that can go on the trip. The Mayor felt it did not matter about the number if the students are raising funds to go.

Discussion followed whether or not the monies raised would be kept separate from the city's money. Mr. Moore pointed out this has actually been done in the past (i.e. The city was a bridge for the funds raised by The Southwest Renewal Foundation, until they became a 501(c)3). He explained they got in some grant funds and the city held the grant money for about six months. Mr. McCaslin noted staff would come back to Council with some recommendations, knowing that Council has no problem with the students proceeding with fundraising efforts.

FLEET SIZE

Mayor Pro Tem Davis expressed some concerns regarding the city's fleet size and pointed out there is an increase of some 48% in the proposed budget, so he would like some details as to the reason for the increase. Mr. Olmedo explained the increase is due to one-time equipment that is proposed to be replaced at the landfill. He distributed some information on the number of vehicles and type of fleet per department, which does not include large fire apparatus or buses. ***[a copy of the handout will be attached as a permanent part of these proceedings]***.

Mayor Pro Tem Davis questioned the high number of vehicles in the police department fleet. Mr. Olmedo explained there are 229 sworn police officers and 242 cars and trucks in the fleet and noted some of these vehicles are used as spare vehicles that are used by the volunteers, reserve officers, etc..... Council Member Douglas asked how many of these vehicles have to be replaced each year due to accidents. Mr. Olmedo explained it varies each year and he could get the information and report back.

COST OF POSITIONS IN COMMUNITY DEVELOPMENT

Mayor Sims asked if there was any way to move some of the positions in the Community Development budget back to the General Fund so those dollars could be used in the core city development. She felt this was necessary so the city would not be so dependent on the grants and Council needed to start looking at ways to generate dollars for core city redevelopment. Council Member Ewing mentioned the discussion regarding city-owned properties and prioritizing areas while liquidating some properties. He pointed out proceeds from these properties (if sold) could be used for core city redevelopment. Council Member Mendenhall felt there should be some type of contractual agreement for those buying these properties that would require them to develop the property within a certain amount of time for median-low income housing.

Mayor Sims felt the healthy fund balance would enable the city to absorb some of those costs. Mr. Boynton cautioned Council in doing this and noted that it would be okay for the first year, but the second and third year would be a challenge because Council would have to figure out where to fund money in the budget to fund it and mentioned the challenges that the cities are already facing with the actions by the State Legislature to reduce or cut out certain revenues.

Council Member Ewing suggested Council could instruct Community Development staff to possibly cut some of the other programs and make core city redevelopment a priority. Mr. McCaslin advised against this and explained that most of the money in Community Development's budget is federal dollars with strings attached and the funds have to be used for specific purposes. Mayor Sims mentioned that other communities do it differently with their dollars in the Community Development Department coming out of the general fund to be used on their core (all of it going back into the community).

Mayor Pro Tem Davis questioned the justification and need for ten employees in the Community Development Department. Mr. McCaslin explained if the city accepts those federal grant dollars, there is a requirement to carry out specific responsibilities, which personnel (contracted or city employees) are needed to do that and administer the various programs. Mayor Pro Tem Davis also questioned the money used in the Lead-Free Program and felt most of these funds are expended on a minimum number of dwellings with little to show for it. Mr. McCaslin again pointed out that these monies are grant monies and have to be used for that purpose. Council Member Ewing noted the timing of the budget cycle for the Community Development Department and the City of High Point is problematic and he felt these discussions by Council should take place during their budget conversations, which take place months prior to the Council's budget conversations.

City Manager Strib Boynton pointed out there is a process for doing this and the first thing would be for Council to decide and agree on what they would like. The Mayor did not necessarily think that all the costs should be shifted, but did believe that some portion of this could go back to the General Fund. She firmly believed the salary for the Community Development Director should come out of the General Fund and should not be coming out of the grant dollars that are allocated for the various programs.

NEXT BUDGET REVIEW SESSION

Mr. Boynton informed Council that it would be beneficial to meet again to review any changes to the proposed budget before the public hearings and reminded Council that the budget adoption is scheduled for June 16th.

Council tossed some dates and times out to meet and it was the consensus that the Community Housing & Neighborhood Development Committee meet at 9:00 a.m. on Tuesday, June 10th with Council convening for another Budget Review Session immediately thereafter.

ADJOURNMENT

There being no further business to come before Council, the meeting adjourned at 5:40 p.m. upon motion duly made and seconded.

Respectfully Submitted,

Lisa B. Vierling, City Clerk

PLANNING AND ZONING COMMISSION RECOMMENDATION

On June 24, 2014, a public hearing was held before the Planning and Zoning Commission regarding the request described below. All members of the Commission were present except for Ms. Stone and Mr. McKenzie.

High Point University

Amendment to Zoning Case 12-06

A request by High Point University to amend Conditional Zoning Case 12-06 (CZ12-06) to amend the development & dimensional standards, landscaping conditions and transportation conditions. The site is bounded by Montlieu Avenue, N. College Drive and Boundary Avenue.

Mr. Herbert Shannon presented the Amendment to Zoning Case 12-06 and recommended approval as outlined in the staff report.

Speaking on behalf of the request was the applicant's representative, Mr. Ron Guerra, Director of Construction, High Point University.

No one spoke in opposition to the request.

The Planning & Zoning Commission recommended approval of the requested Amendment to Zoning Case 12-06 by a vote of 6-0.

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

**STAFF REPORT
AMENDMENT TO ZONING CASE 12-06
June 24, 2014**

Requests		
Applicant: High Point University	Owner: High Point University	
Zoning Proposal: To amend Conditional Zoning Ordinance 12-06 (CZ12-06) to change development & dimensional standards, landscaping conditions and transportation conditions.	From:	CZ-PI Conditional Zoning Public & Institutional District
	To:	CZ-PI Conditional Zoning Public & Institutional District

Site Information	
Location:	The site is bounded by Montlieu Avenue, N. College Drive and Boundary Avenue.
Tax Parcel Numbers:	Guilford County Tax Parcel 0183270, 0183279 thru 88
Site Acreage:	Approximately 11.24 acres
Current Land Use:	Parking lot and undeveloped parcels
Physical Characteristics:	The site has a moderately sloping terrain and a perennial stream runs through the middle of it. The southern half of this block is currently being graded to accommodate future expansion of the parking lot.
Water and Sewer Proximity:	A 6-inch City water line and an 8-inch sanitary sewer line are lying adjacent to the site within Montlieu Avenue and Boundary Avenue.
General Drainage and Watershed:	The Montlieu Avenue and Boundary Avenue frontages are elevated above the majority of this block, thus the site drains towards the stream lying in the middle of the property. Development is subject to the City Lake General Watershed Area requirements of the water supply watershed regulations. Engineered stormwater measures are required for non-residential or multifamily development with an impervious surface area that is greater than 24% or more of the site.
Overlay District(s):	City Lake General Watershed Area (GWA)

Adjacent Property Zoning and Current Land Use			
North:	RS-7	Residential Single-Family-7 District	Single family residential dwellings (<i>across N. College Drive</i>)
South:	RS-7	Residential Single-Family-7 District	Single family residential dwellings (<i>across Boundary Avenue</i>)
East:	RS-7	Residential Single-Family-7 District	Single family residential dwellings (<i>across N. College Drive</i>)
West:	PI CU-PI	Public & Institutional District Conditional Use Public & Institutional District	High Point University campus

Relevant Land Use Policies and Related Zoning History	
Community Growth Vision Statement:	<u>Obj. 1H:</u> Support the continued growth of the City's educational institutions for their many educational, cultural and economic benefits.
Land Use Plan Map Classification:	The site has an Institutional land use designation, this classification is intended to accommodate public, quasi-public and institutional uses on large tracts.
Land Use Plan Goals, Objectives & Policies:	This request is neither in conflict with the Land Use Plan's goals and objectives nor does it promote those goals and objectives.
Relevant Area Plan(s):	University Area Plan The following policies from this plan are relevant to this request: <u>Goal 3:</u> Ensure compatibility between the edge of campus and the surrounding neighborhood. <u>Policy 3.3:</u> Where existing vegetation does not exist, provide landscaping that delineates the campus and residential properties and provides sufficient separation between the university and adjacent residential areas. <u>Policy 3.5:</u> Transition the intensity of uses along the campus edge adjacent to existing residences. ii. Prevent the spillover of light and glare from outdoor lighting onto adjacent properties by limiting the height, illumination, and direction of outdoor lighting. iii. Locate parking areas internal to campus, where possible, to minimize visual impacts on adjacent residential properties. They should be screened from view, and access to the parking areas should be from internal campus driveways and not directly from local residential streets to minimize cut-through traffic in the residential neighborhood. iv. A combination of fencing and landscaping can be used to soften the edges, however solid fencing is typically discouraged along public streets. <u>Policy 3.7:</u> Mitigate the impacts of new campus development on adjacent properties through the provision of conditions with rezoning requests. The site is identified as being within growth area IIIB. The description of this area specifically states that vehicular access to Boundary Avenue should be restricted. The north side of Boundary Avenue is also identified as a Transition Area (Permanent Edge). This indicates that new development should strive to maintain the existing setting of the area, with compatibility with adjacent properties of the utmost importance. Factors to consider in ensuring compatibility are: parking lot location; access; lighting height, direction, and intensity; and landscaping type, rate, location, and width of the planting area. In places where Transition Areas abut public streets, solid fencing is typically discouraged.

Zoning History:	2007: Special Use Permit Case 07-02 was granted by Council to permit a parking lot in a residential zoned area for the University. This parking lot was constructed, and in 2009 the Special Use Permit was amended to allow its expansion southward to the north side of Meadowbrook Boulevard. 2009: In 2009 the University Area Plan was adopted and redesignated the Montlieu Avenue frontage of this block from a Low Density Residential to an Institutional land use designation, and the plan also classified the southern half of this block as a future growth area for the University. 2012: Zoning Case 12-06 and Land Use Plan Amendment Case 12-02 were adopted. These cases changed the zoning and land use map to allow expansion of the University southward to Boundary Avenue. 2014: In February 2014, City Council adopted Street Abandonment Case 14-01 to abandon that portion of Montlieu Avenue between N. College Avenue and N. Centennial Street as a public street.
------------------------	--

Transportation Information			
Adjacent Streets:	Name	Classification	Approx. Frontage
	Montlieu Avenue	Private Street	1,160 ft.
	N. College Drive	Major Thoroughfare	1,015 ft.
	Boundary Avenue	Local Street	1,110 ft.
Vehicular Access:	Access will be from the existing access driveway off Montlieu Avenue and from the former Meadowbrook Avenue intersection at Boundary Avenue.		
Traffic Counts: (Average Daily Trips)	College Drive	11,000 ADT	(2009, 12 hour count)
	Montlieu Avenue	5,600 ADT	(2009, 12 hour count)
Estimated Trip Generation:	None		
Traffic Impact Analysis:	Required		Comment
	☐ Yes	☒ No	None
Pedestrian Access:	Development of the site is subject to the sidewalk requirements of the Development Ordinance.		

School District Comment
Not applicable to this zoning case.

Details of Proposal

Following the City's recent decision to abandon the portion of Montlieu Avenue between N. College Drive and N. Centennial Street, the applicant has submitted the following amendments to CZ 12-06:

- Establish standards for installation of a "Welcome Center" near the intersection of Montlieu Avenue and N. College Drive.

- Amend the landscaping condition to ensure sufficient screening of vehicles in the parking lot will be provided.
- Change the access location on Boundary Avenue. The new location is proposed to be at the current intersection of Boundary Avenue and Meadowbrook Boulevard.
- Remove the option to install a deceleration lane and turn lane at the existing parking lot entrance on Montlieu Avenue. (A southbound turn lane for Boundary Avenue is an existing condition)

Staff Analysis

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

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 University Area Plan states that vehicular access from Boundary Avenue should be restricted. However, a previous zoning approval, from 2013, permitted access to this street. This amendment adjusts the location of this access point, otherwise, the proposed amendment and revised conditions meet the goals and policies of the plan related to maintaining compatibility with the adjacent residential properties, including restricting lighting and providing additional landscaping.

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; <u>Staff Comments:</u> Proposed amendment will not remove conditions pertaining to landscaping, screening or lighting along this permanent edge of the campus.
<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.; <u>Staff Comments:</u> All previously adopted conditions pertaining to landscaping, lighting, and screening of parking will remain in effect. The proposed amendment adjusts the location of the previously permitted access to Boundary Avenue due to topography constraints. The new access point will be at the present Meadowbrook Boulevard intersection, which is a former public street that was previously abandoned. If

	access is to be permitted to Boundary Avenue, having it at the former public street intersection is the preferable option.
Factor #3	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> Staff has not identified any environmental impacts based upon the proposed changes to the zoning conditions.
Factor #4	Minimizes or effectively mitigates any identified adverse impact on municipal facilities and services, such as streets, potable water and wastewater facilities, parks, police and fire; and; <i>Staff Comments:</i> With the abandonment of Montlieu Avenue, the University is proposing to construct a security entrance center (i.e. welcome center) near the intersection of Montlieu Avenue at N. College Drive. To ensure there will be a sufficient stacking distance, so vehicles do not back-up into N. College Drive, the applicant has offered to provide stacking area for 7 cars (approximately 150 feet.)
Factor #5	Minimizes or effectively mitigates any identified adverse effect on the use, enjoyment or value of adjacent properties. <i>Staff Comments:</i> Based on existing conditions in Conditional Zoning Ordinance 12-06, development of the site will not adversely effect the value of 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:

The zoning site was historically a residential neighborhood adjacent to the southeastern edge of the High Point University campus. Over the past decade, the University purchased the land, razed the residences and obtained zoning approval to facilitate the development of a parking lot. The recent abandonment of these segments of Montlieu Avenue and Meadowbrook Boulevard will enable additional change to occur.

Development Patterns:

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

Staff Comments:

The proposed amendment does not change any of the conditions that ensure development will be consistent with the goals and policies of the University Area Plan.

Reasonableness/Public Interest:

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

Staff Comments:

In this case, staff suggests that the approval of the applicant's request is reasonable and in the public interest because: 1) The requested amended CZ-PI District is consistent with the Land

Use Plan; and 2) Amended development conditions noted within Conditional Zoning Ordinance 12-06 will ensure the request is in harmony with the adjacent single family neighborhood; and 3) The welcome center vehicular stacking for a minimum of 7 cars will mitigate adverse impacts on N. College Drive.

Recommendation

Staff Recommends Approval:

The Planning and Development Department recommends approval of the request to amend this CZ-PI District. As conditioned, the requested CZ-PI District will be compatible with the surrounding area and in conformance with adopted plans.

Required Action

Planning and Zoning Commission:

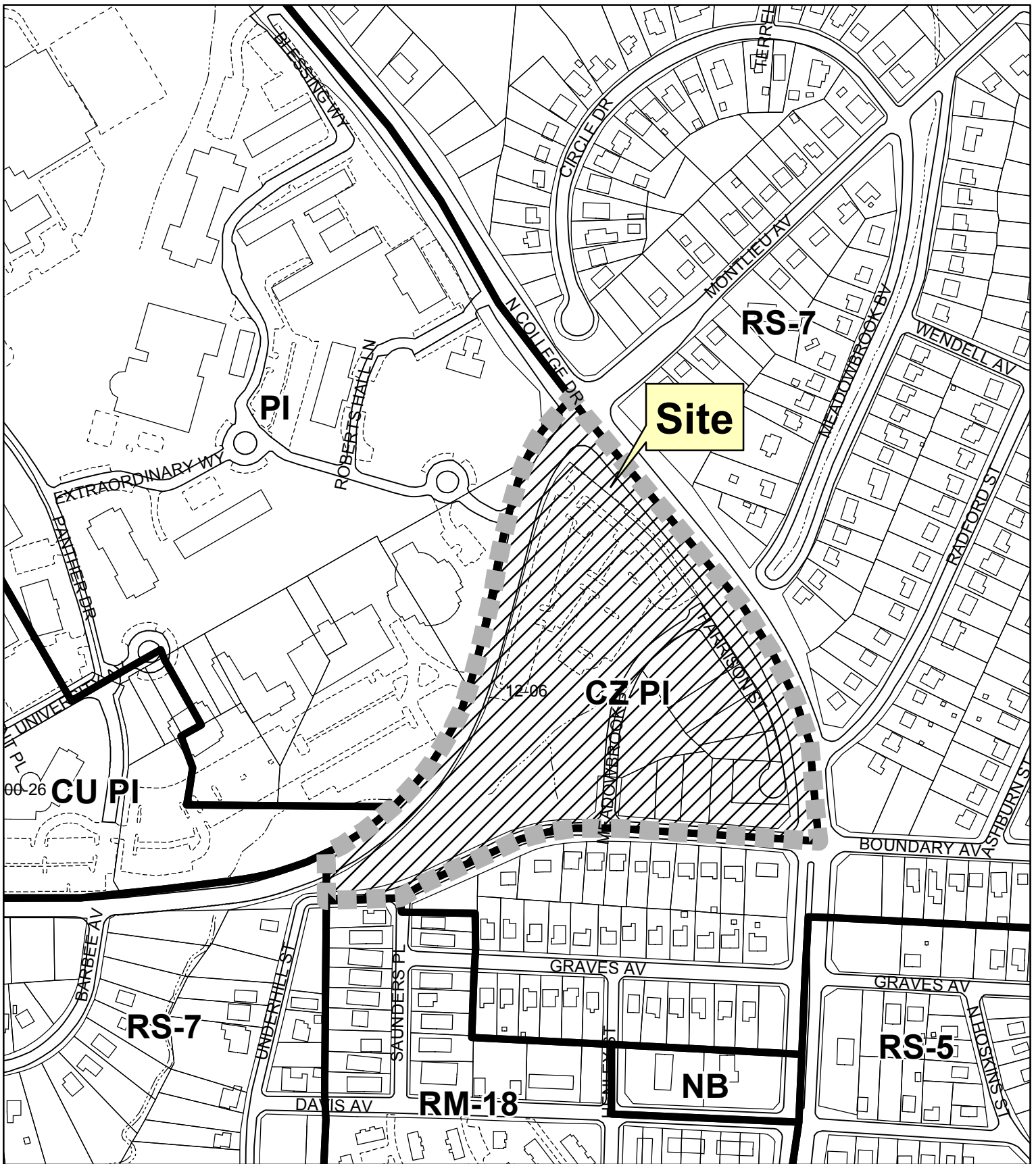
The NC General Statutes require that the Planning and Zoning Commission place in the official record a statement of consistency with the City's adopted plans when making its recommendation. This may be accomplished by adopting the statements in the Staff Analysis section of this report or by adopting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

City Council:

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

Report Preparation

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



AMENDMENT TO CZ12-06 (July 2014)

Request: To revise the Transportation conditions.

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

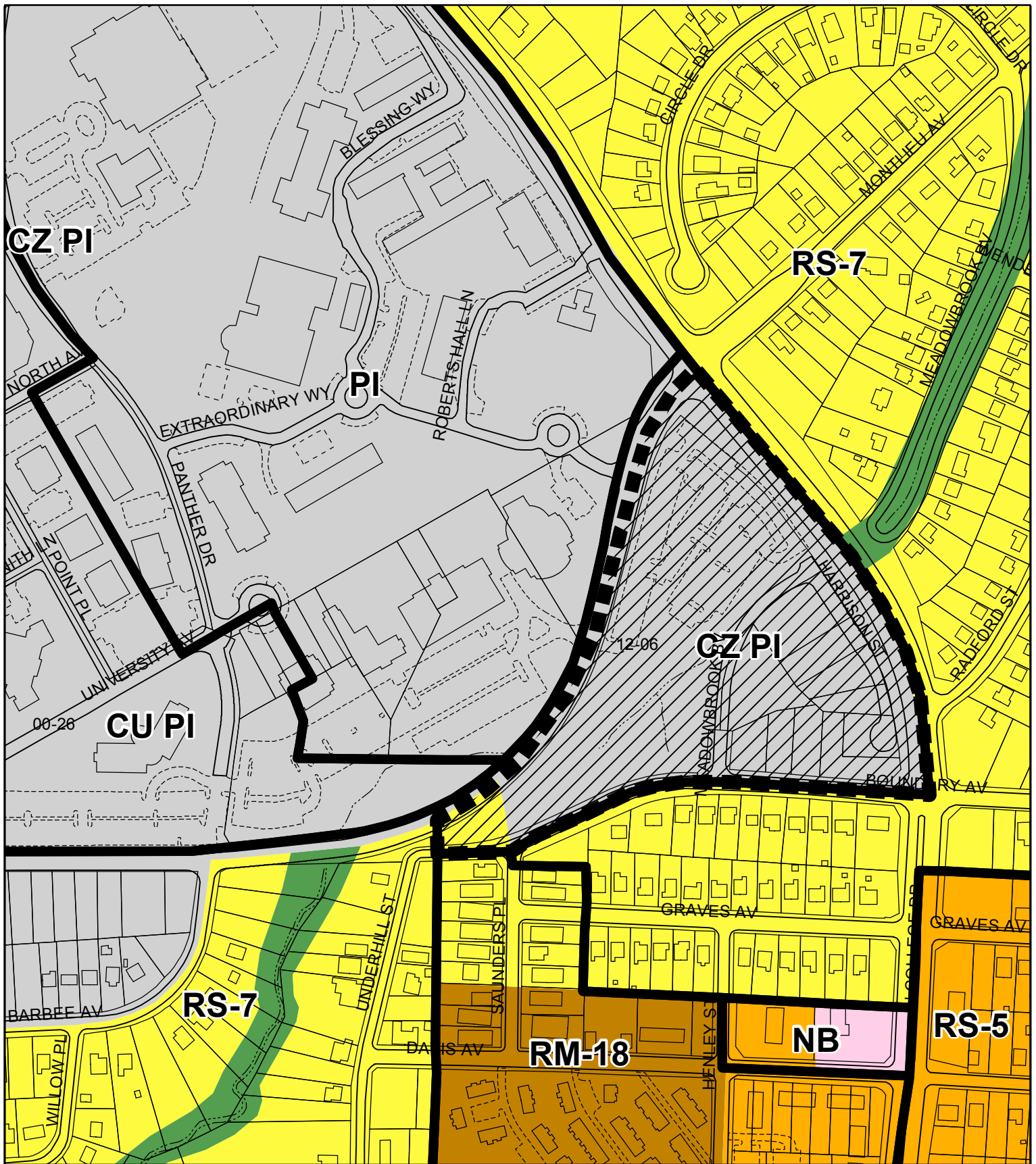
**Planning & Development
Department**

City of High Point

Date: June 10, 2014



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2014/pz/Az12-06.mxd



AMENDMENT TO CZ12-06

Land Use Plan

- | | |
|---|---|
| Low-Density Residential | Local/Convenience Commercial |
| Moderate-Density Residential | Institutional |
| Medium-Density Residential | Recreation/Open Space |

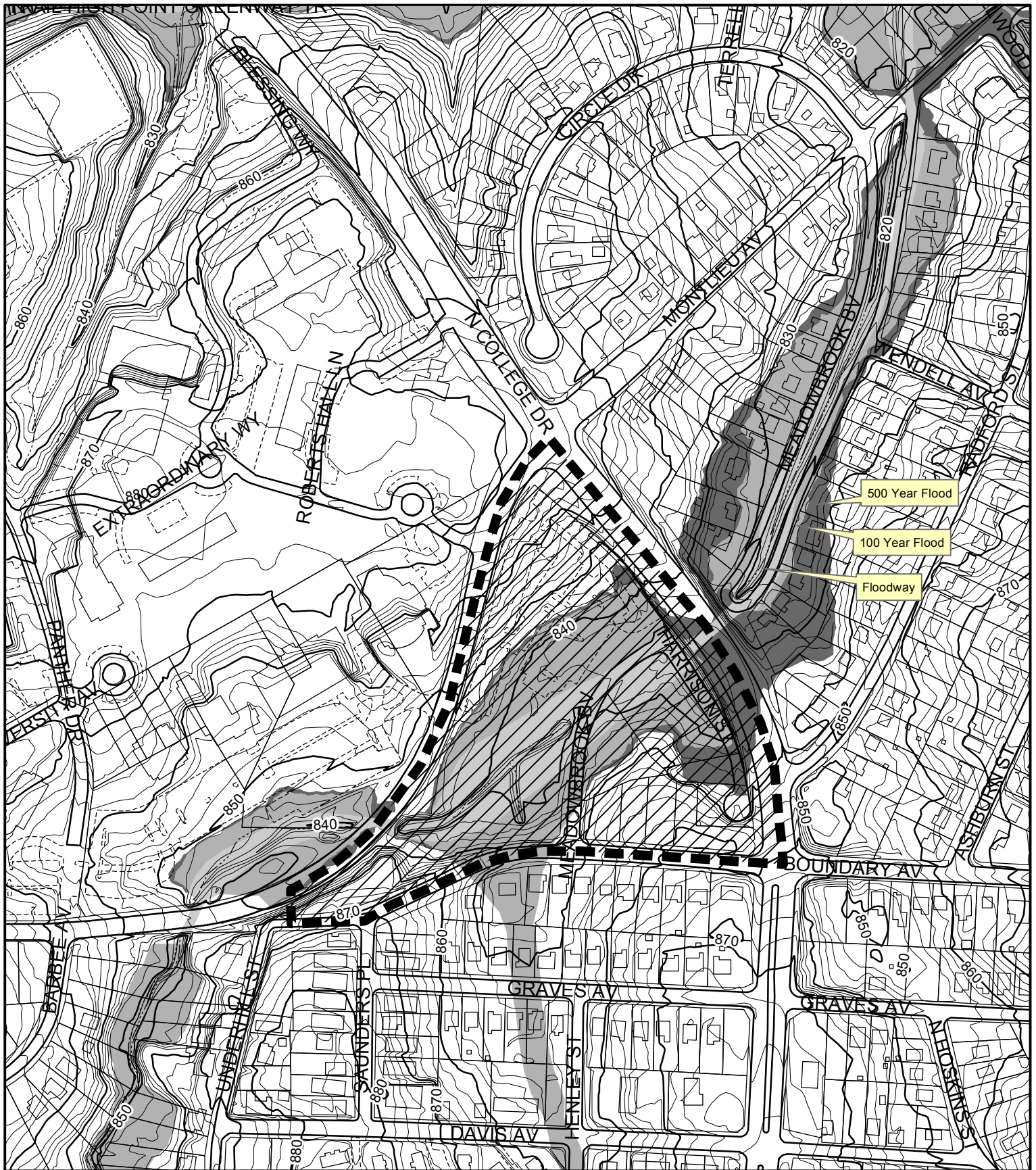
Planning & Development
Department

City of High Point

Date: June 16, 2014



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ZONING CASE 12-06

Topography

Subject Property Boundary - - - - -

Planning & Development
Department

City of High Point

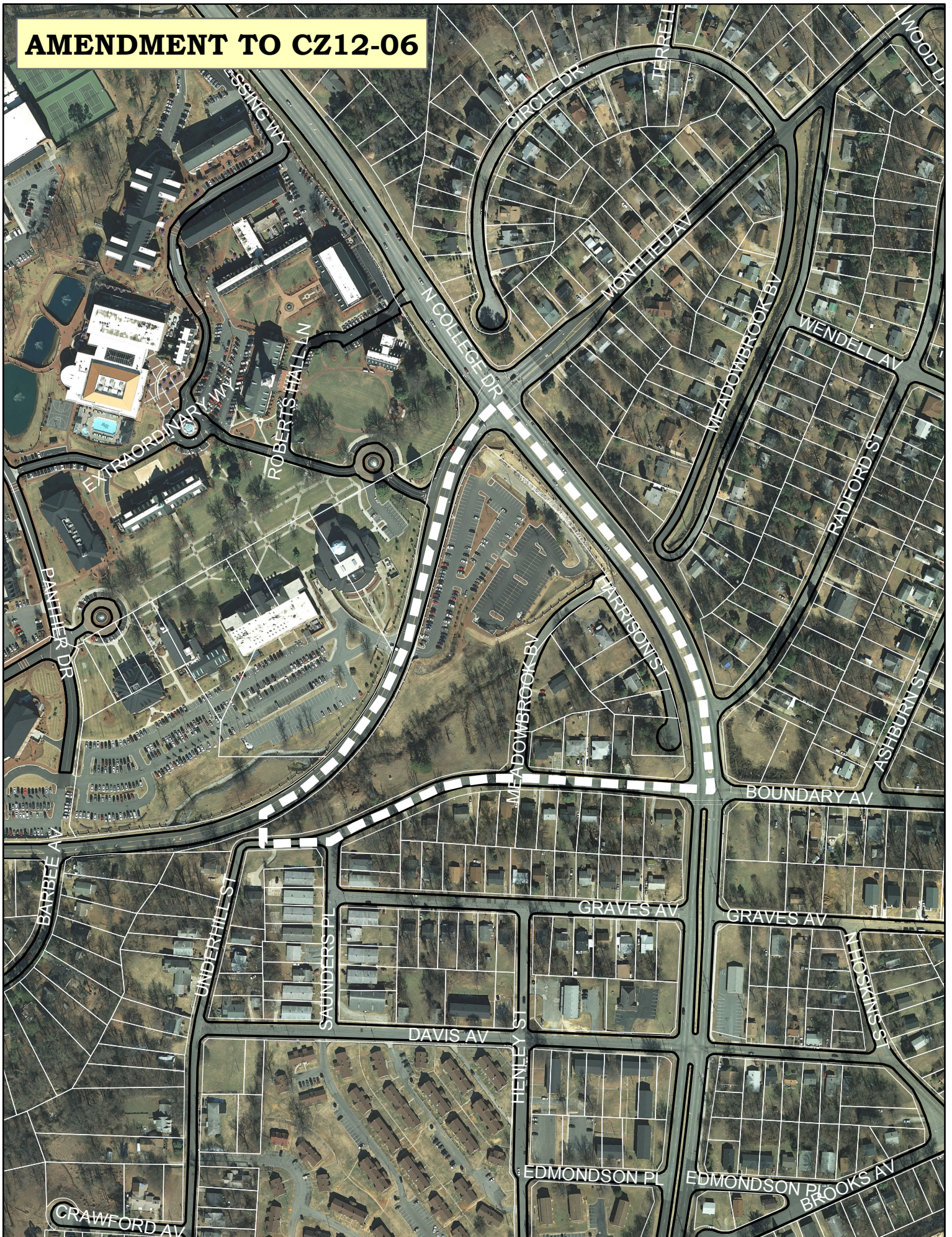
Date: June 16, 2014



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AMENDMENT TO CZ12-06



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

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 June 24, 2014 and before the City Council of the City of High Point on July 21, 2014 regarding **Amendment to Zoning Case 12-06** 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 June 15, 2014, for the Planning and Zoning Commission public hearing and on July 9, 2014 and July 16, 2014, for the City Council public hearing pursuant to Chapter 160A-364 of the General Statutes of North Carolina; and

WHEREAS, the proposed amendment was adopted by the City Council of the City of High Point on _____.

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

SECTION 1

That the Official Zoning Map of the City of High Point be amended to establish the following described area as: **Conditional Zoning Public & Institutional (CZ-PI) District**. The property is approximately 11.24 ~~10.7~~ acres and is lying along the west side of N. College Drive, between Montlieu Avenue and Boundary Avenue. The property is also known as Guilford County Tax Parcel 0183270, 0183279 thru 88.

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:**

Permitted Uses: Only the following land uses allowed in the Public & Institutional (PI) District shall be permitted, subject to the development and dimensional requirements of the PI District and the specific conditions listed in this Conditional Zoning Ordinance:

- a. Colleges or Universities (SIC 8220).
- b. Accessory Uses and Structures (customary)

Part II. CONDITIONS:

A. Development and Dimensional Requirements.

1. Lot Combination: All parcels of the rezoning site shall be combined into one lot prior to development and re-subdivision.
2. **Welcome Center in Montlieu Avenue (private drive):**
A minimum of seven (7) vehicular stacking spaces, per dimensional standards of Table 5-6-2 of the Development Ordinance, shall be provided as measured from the N. College Drive curb line (See Exhibit A “North College Entry Plan”).
3. Within fifty (50) feet of the exterior perimeter of the zoning site mechanical or electrical equipment, dumpsters or other such similar building appurtenances shall be screened from view, at a height of six (6) feet above ground level, as seen from the centerline of any adjacent public street. Existing or newly planted vegetation, opaque fences, masonry walls, other structures or combination thereof may be used to achieve an effective screen.
4. Within 100-feet of the ~~Montlieu Avenue~~, N. College Drive and Boundary Avenue right-of-way(s), loading areas for a building shall not be located on any side of a building that faces these road right-of ways.
5. Lighting:
 - a. Lighting shall be directed inwards towards the interior of the zoning site to minimize lighting spill-off/glare upon abutting residential property
 - b. ~~Where the zoning site abuts a residential use along the north side of Boundary Avenue, lighting shall be setback a minimum 20-foot from the abutting residential parcel(s) property line.~~

B. Landscaping, Buffers and Screening.

1. Along the Boundary Avenue frontage of the zoning site, where land area on opposite side of public street adjacent to the zoning site has a residential zoning designation, the street planting yard standards shall be increased from 8-foot width to a minimum width of 15 feet, and the planting rate for understory trees shall be increased from none to a minimum of 4 per 100 linear feet, and 33 evergreen shrubs per 100 linear feet. Additionally, these shrubs shall be a locally adapted species expected to reach a minimum height of thirty (30) inches within three years of planting.
2. Where parking is located within 50-feet of the Boundary Avenue right-of-way, that row of parking spaces nearest to Boundary Avenue shall be:
 - i. a minimum of 3-feet lower than the Boundary Avenue right of way; or

- ii. a minimum 3-foot high landscaped berm shall be installed next to that row of parking spaces; **or**
- iii. **subject to approval of the Planning & Development Director, additional evergreen landscaping shall be installed to screen vehicles in the parking lot.**

The intent is to provide a low-level screening of the off-street parking area near Boundary Avenue. **A combination of all three of the above noted screening techniques may be incorporated to achieve the low-level screening of the parking lot.**

- 3. Opaque fencing shall not be installed along the Boundary Street frontage of the site.

C. Transportation Conditions.

1. Vehicular Access

Boundary Avenue: ~~The access point shall be located no more than 170 feet from the intersection of N. College Drive and Boundary Avenue right of way.~~ **Access to Boundary Avenue shall only be permitted at the former Meadowbrook Boulevard intersection. This portion of Meadowbrook Boulevard was abandoned by the City of High Point in September 2013 (Street Abandonment Case 13-11; City of High Point Resolution 1331 / 13-56 and Recorded in Book 7545 Page 2281 at the Guilford County Register of Deeds Office).**

- 2. Improvements: The property owner shall install a southbound right turn lane at the intersection of N. College Drive and Boundary Avenue ~~or install an eastbound right turn lane at the existing access point of the parking lot on Montlieu Avenue.~~ This improvement shall be installed in conjunction with expansion of development south of the stream.
- 3. The City of High Point Director of Transportation shall approve the exact location and design of the access points and turn lane. In addition, the Director of Transportation and the North Carolina Department of Transportation (NCDOT), if applicable, shall approve all construction and improvements.

SECTION 3

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

SECTION 4

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

SECTION 5

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

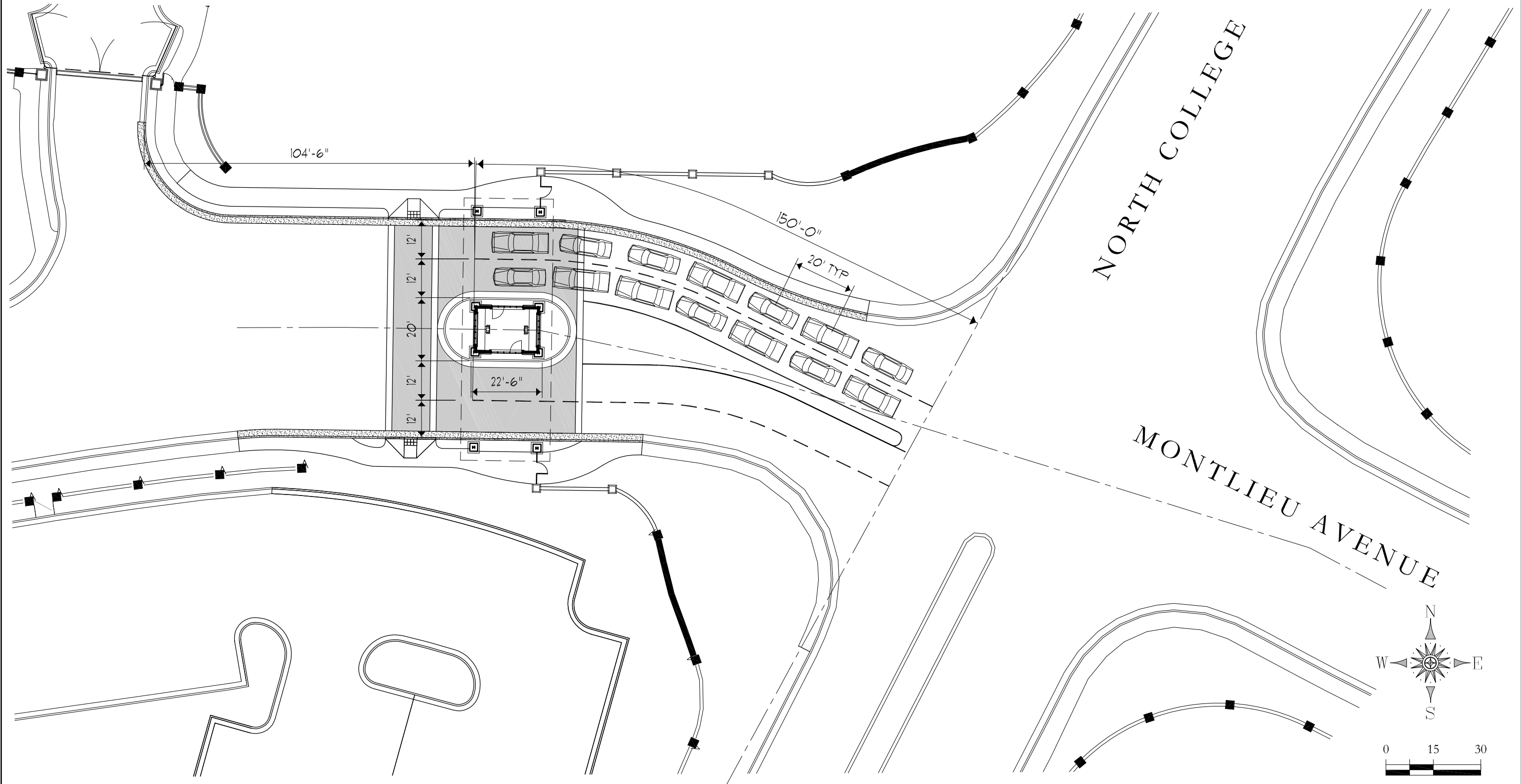
SECTION 6.

This ordinance shall become effective upon the date of adoption.

_____ th day of _____, 2014.

Lisa B. Vierling, City Clerk

Conditional Zoning Case 12-06 Supplemental Information	
Initial Zoning Application	Adopted July 16, 2012 (Ordinance # 6937 / 12-54)
Amendment #1 Sept. 2013	Adopted September 16, 2013 (Ordinance # 7009 / 13-41)
Amendment #2 July 2014	



NORTH COLLEGE ENTRY PLAN

HIGH POINT UNIVERSITY

**WALTER
ROBBS
CALLAHAN
& PIERCE**
Architects, P.A.

Suite 301
Winston-Salem, NC
Telephone
Fax

530 North Trade Street
27101
336-725-1371
336-725-1465



**MERCER
ARCHITECTURE INC.**
1015 HUTTON LN. SUITE 106
HIGH POINT, NC 27262
PHONE: (336) 885-1200
FAX: (336) 885-1201

Citizens Information Meeting Report Amendment to Zoning Case 12-06

Submitted by: Ron Guerra on behalf of
High Point University



June 11, 2014

To: City of High Point, North Carolina
Planning and Development Department

From: Ron Guerra, MBA
Director of Construction and Renovation

Re: Major Amendment to Rezoning Case CZ-PI 12-06
Community Meeting Report, June 10, 2014, 6:00 P.M.

High Point University conducted a Citizens' Information Meeting in support of a Major Amendment to Rezoning Case CZ-PI 12-06. The meeting was held at High Point University in Norton Hall Room 202. Letters of invitation were mailed to 84 residents on May 29, 2014 (letter is attached). Mr. Chris Dudley, Chief of Staff, Mr. Ron Guerra, Director of Construction and Renovation; and Mr. Dan Pritchett of Jamestown Engineering Group, Inc., represented the University.

Mr. Guerra shared the proposed plans for the use of the property, which will not change the current land use. The Major Amendment is a request to revise the current zoning condition regarding the location of the access into the parking facility off Boundary Avenue. The proposed condition would allow the access drive to be located at the existing intersection of Boundary Avenue and Meadowbrook Drive. In addition, he reviewed the buffering of the property from the residential properties on Boundary Avenue, and that a right turn lane will be required on N. College Drive at the intersection of Boundary Avenue. It was a very positive meeting with specific discussion focused on the following:

- A description of the development plan for the parking facility
- University's purchase of properties outside the limits of the zoning site
- Perimeter fencing along N. College Drive & Boundary Avenue
- Plantings of trees, shrubs & sod along fencing
- Parking lot design considerations (parking lot grades, use of berms, landscape plantings) to minimize headlight impacts to residents along Boundary Avenue
- Overview of the light requirements to minimizing light diffusion to the surrounding area
- Treatment of stormwater runoff in the proposed water quality bio-cells
- Location of temporary security station (MOP) and hours of operation

A copy of the Sign-in Sheet for this case is also attached.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Ron Guerra', written over a blue circular stamp that contains the text 'HIGH POINT UNIVERSITY'.

Ron Guerra, M.B.A.
Director of Construction, Renovation and Campus Development



May 29, 2014

Ladies and Gentlemen:

Subject: **Citizen Information Meeting, on Tuesday, June 10, 2014**
Regarding Boundary Avenue/Meadowbrook Blvd. /Harrison Street

A Citizen Information Meeting will be held on Tuesday, June 10, 2014, at 6:00 pm in Norton Hall, Room 202, (corner of University Avenue and Panther Drive) for the purpose of allowing us to inform you about our development plan and zoning proposal.

High Point University has filed an application with the City of High Point for a Major Amendment to Rezoning Case CZ 12-06, which includes the two blocks bordered by Montlieu Avenue, N. College Drive and Boundary Avenue. The request for changes to the current zoning conditions will not change the permitted land use of the property. The requested amendment proposes to relocate the driveway access to Boundary Avenue to the existing intersection with Meadowbrook Boulevard. The requirement of a right turn lane on N. College Drive will remain in effect.

We have enclosed for your review a Conditional Use District Zoning Citizen Information Meeting Statement made available by the City of High Point, which may help clarify the rezoning process and requirements.

The next meeting of the Planning and Zoning Commission with a public hearing on this proposal is scheduled to take place at City Hall on Tuesday, June 24, 2014, at 6:00 pm.

Questions, comments, or concerns should be directed to Ron Guerra, Director of Construction and Renovation at 336-841-9363.

We look forward to answering your questions and receiving your input.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Ron Guerra', written over a horizontal line.

HIGH POINT UNIVERSITY

Ron Guerra, MBA
Director of Construction and Renovation

Sign-In Sheet

Citizens Information Meeting
June 10, 2014
High Point University

Major Amendment to Rezoning Case No. CZ-PI 12-06
Rezoning Location: Boundary/Montlieu/N. College Area

Name

Address

Phone No./E-Mail
Address

Janet DeCreny High Point Housing Authority jdeceny@hpha.net 878 2370
Floyd Marshall High Point Meadowsbrook
Virginia Crawford High Point N.C.

**PLANNING AND DEVELOPMENT DEPARTMENT
INSPECTION SERVICES DIVISION
HOUSING ENFORCEMENT**

**ORDINANCE
REQUEST:**

Ordinance to Demolish

**PROPERTY
ADDRESS:**

208 Brinkley Place

OWNER:

Billy M Hughey and David Hall

**FIRST
INSPECTION:
3-22-2013**

Summary of Major Violations
Extensive fire damage
1) damaged roof system
2) damaged heating system
3) damaged electrical system
4) damaged exterior walls

**HEARING
RESULTS:**

4-19-2013

The owners did not appear for the hearing. During the hearing, the following findings of fact were established. There are numerous violations of the Minimum Housing Code. There are structural violations creating an unsafe dwelling. The dwelling is currently uninhabitable due to numerous Minimum Housing Code violations. In its present state necessary repairs to the dwelling exceed 50% of the current tax value. The Guilford County Tax value of the dwelling is \$2,500. The repair estimate is \$47,800.

**ORDER(S)
ISSUED:
4-19-2013**

Order to Repair or Demolish with a compliance date of 5-20-2013

APPEALS:

No appeals to date.

**OWNER
ACTIONS:**

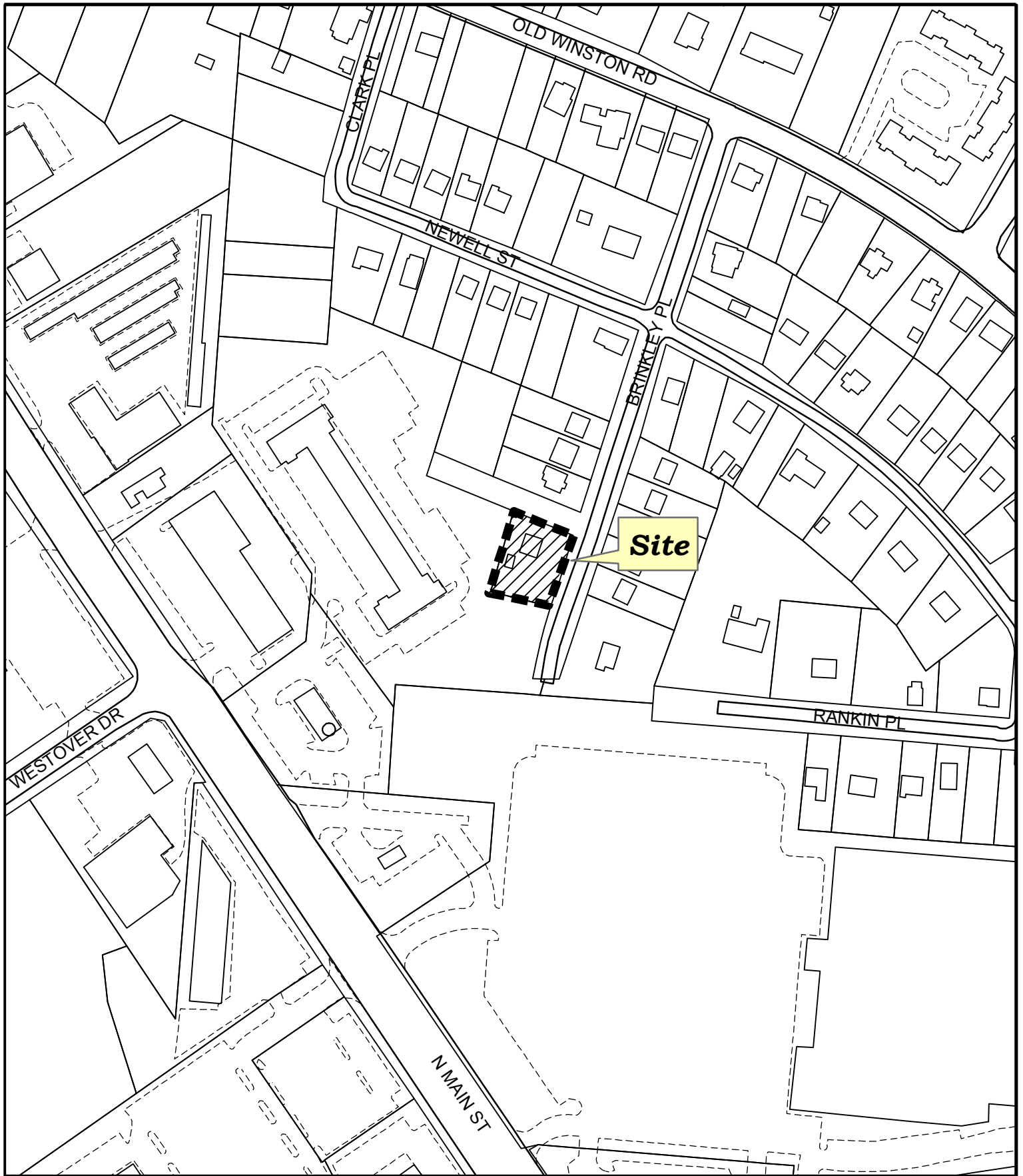
There have been no permits issued and repairs have not started.

EXTENSIONS:

None requested

**CURRENT
STATUS:**

Conditions still exist.



208 Brinkley Place

Ordinance to Demolish



Location of subject property

**Planning and Development
Department**

City of High Point

Date: July 14, 2014



Scale: 1"=200'

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ord-demo.mxd

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

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

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

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

PROPERTY LOCATION

208 Brinkley Place
High Point, NC

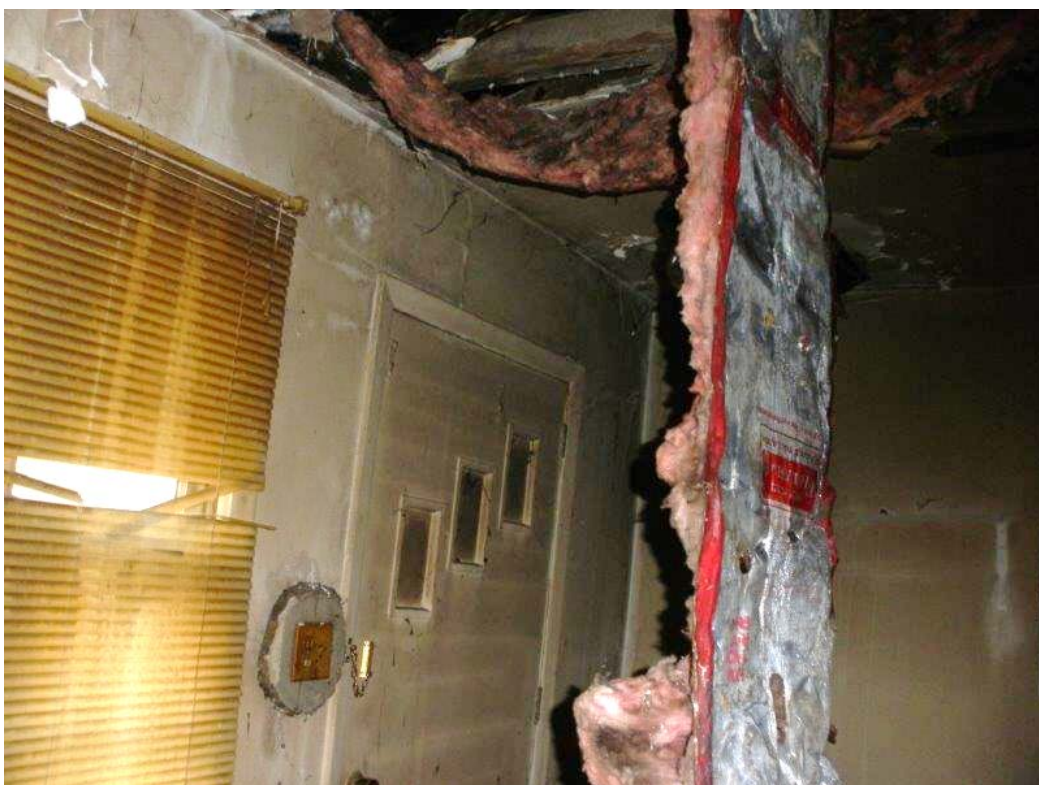
OWNER (S)

Billy M Hughey
David Hall
624 Nova Av
High Point, NC 27265

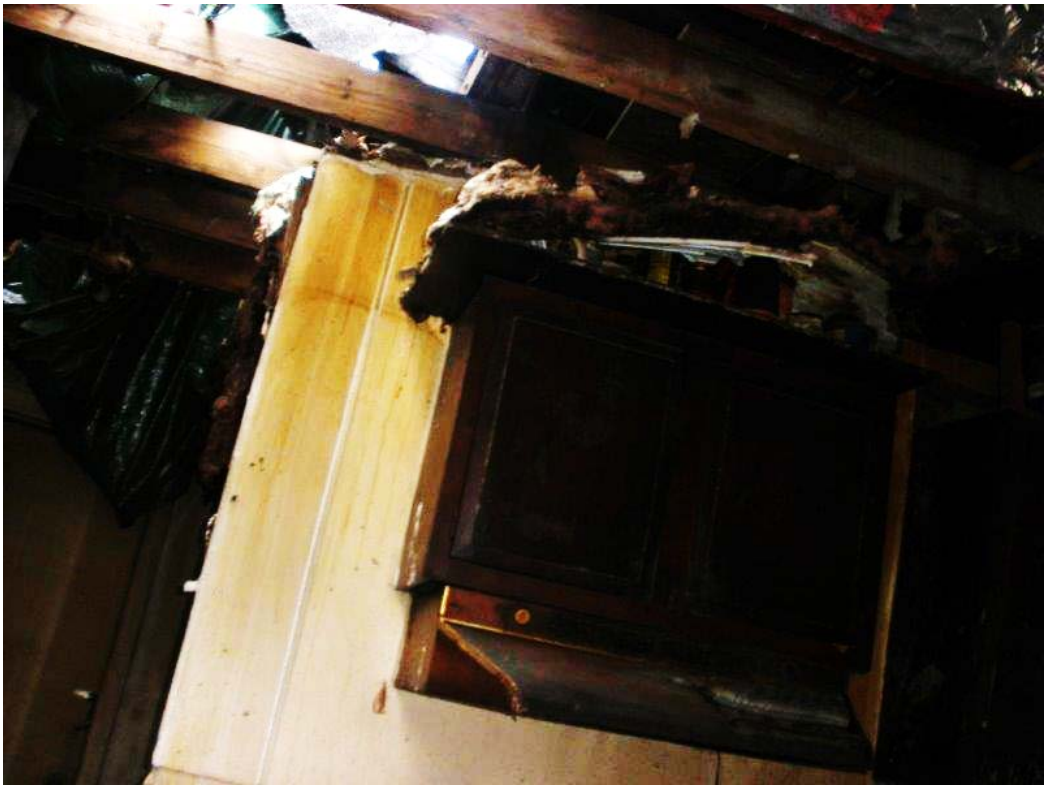
SECTION 3: That all ordinances or parts of ordinances in conflict with the provisions of this ordinance, are hereby repealed.

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

Adopted by City Council,
This the 21st day of July, 2014
Lisa B. Vierling, City Clerk



208 Brinkley Place



208 Brinkley Place