City of High Point

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

Meeting Agenda

Monday, June 20, 2016

5:30 PM

Council Chambers

City Council

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

ROLL CALL, PRAYER, AND PLEDGE OF ALLEGIANCE

RECOGNITIONS AND PRESENTATIONS

REGULAR AGENDA ITEMS

FINANCE COMMITTEE - Council Member J. Davis, Chair

160171 Contract - Bid No. 60 - Russell Street Substation Equipment
Council is requested to award contract for Bid No. 60 in the amount of $143,670.00 for the purchase of equipment to upgrade the Russell Street Substation.

160172 Contract - Bid No. 65 - Ward Water Treatment Plant Safety Improvements
Council is requested to award contract for Bid No. 65 to T.A. Loving Company in the amount of $483,000 to address safety issues at the Ward Water Treatment Plant.

160173 Budget Ordinance Amendment - Market Authority
Council is requested to adopt an ordinance amending the 2015-2016 Budget Ordinance to appropriate additional funds received for the Market Authority in the amount of $85,000.00.

160174 Project Agreement- NC Railroad and Norfolk Southern Railway
Consideration of a project agreement with North Carolina Railroad Company and Norfolk Southern Railway Company for High Point Railroad slopes and drainage improvements on Downing Street to Lindsay Street.

160175 Resolution - Interlocal Agreement - Guilford County - Animal Shelter & Control Services
Council is requested adopt a resolution authorizing the Mayor to execute the amended Interlocal Agreement with Guilford County for the provision of Animal Shelter and Control Services for the period of July 1, 2016 - June 30, 2021.

160176 Resolution - Interlocal Agreement - Guilford County - Library Services
Council is requested adopt a resolution authorizing the Mayor to execute an Interlocal Agreement Amendment No. 1 with Guilford County for Library Services for the period of July 1, 2016 - June 30, 2021.

160177 City of High Point/Forsyth County - Tax Collection
Council is requested to authorize the appropriate City Official to execute an agreement between Forsyth County and the City of High Point for the collection of the 2016 and for the collection of 2015 and prior years' taxes by the Forsyth County Tax Administration office for areas of High Point located in Forsyth County.

160178 Resolution - Financing Installment Financing Contract - Fire & Fleet Equipment Replacement
Council is requested to adopt a Resolution authorizing the City Manager and Financial Services Director to accept the proposal for the installment financing contract with Bank of America Public Capital Corp., for financing for fire truck replacement and fleet equipment replacement needs.

COMMUNITY HOUSING & NEIGHBORHOOD DEVELOPMENT COMMITTEE - Mayor Pro Tem Golden, Chair

160179 Ordinance to Demolish - 1601 E. Green Drive
Council is requested to adopt an ordinance ordering the housing inspector to effectuate the demolition of a dwelling located at 1601 E. Green Drive belonging to Amin Kinnerly.

160180 Ordinance to Demolish - 616 Wesley Drive
Council is requested to adopt an ordinance ordering the housing inspector to effectuate the demolition of a dwelling located at 616 Wesley Drive belonging to Phonepaseuth Bouaphanh AKA Seth Silharath.

160181 Ordinance to Demolish - 705 Thissell Street
Council is requested to adopt an ordinance ordering the housing inspector to effectuate the demolition of a dwelling located at 705 Thissell Street belonging to Smith International, LLC.

160182 Contract - State Code Enforcement, Inc.
Council is requested to authorize staff to extend the contract with State Code Enforcement, Inc. to provide nuisance abatement and minimum housing inspections services.

160183 Conveyance of Property to CHS and Habitat for Humanity
Council is requested to adopt a Resolution providing for the transfer of properties to Community Housing Solutions (CHS) and Habitat for Humanity to continue infill housing development efforts in the Core-City.

PLANNING & DEVELOPMENT COMMITTEE - Council Member Wagner, Chair

PUBLIC HEARINGS

160113 Resolution - High Point University - Street Abandonment 16-02
A request by High Point University to abandon the eastern portion (approximately 72 feet) of the North Avenue right-of-way. The portion of North Avenue to be abandoned is lying west of N. Centennial Street. (This item was deferred at the May 2, 2016 Council Meeting to today's date.)

160184 Ordinance - Dennis N. Bunker III and KMBunker, LLC - Zoning Map Amendment 16-04
A request by Dennis N. Bunker III and KMBunker, LLC to rezone an approximately 58.4-acre parcel from a Conditional Use Residential Single Family-7 (CU RS-7) District to a Conditional Zoning Residential Single Family-7 (CZ RS-7) District. The site is lying north of N. Main Street and east of Delray Avenue (4024 North Main Street).

160185 Resolution - 550 WF, LLC - Plan Amendment 16-03
A request by 550 WF, LLC to change the Land Use Map classification for approximately 2 acres from the Low Density Residential and Moderate-Density Residential classifications to the Light Industrial classification. In addition, the Planning & Development Department is requesting to change the Land Use Map classification for approximately 6 acres from the Moderate-Density Residential classification to the Low-Density Residential classification. These requests are for the area lying along the north side of W. Fairfield Road, adjacent to Emerson Street and Holleman Street.

160186 Ordinance - 550 WF, LLC - Zoning Map Amendment 16-10
A request by 550 WF, LLC to rezone approximately 2 acres from the Residential Single Family 9 (RS-9) District to a Conditional Zoning Light Industrial (CZ-LI) District. The site is lying north of W. Fairfield Road and east of Emerson Street (506 W. Fairfield Road and 559 Emerson Street).

160187 Ordinance - West Mountain, LLC and Calvin Leon Johnson - Annexation 16-03
A request by West Mountain, LLC and Calvin Leon Johnson to consider a voluntary contiguous annexation of approximately 2.08 acres lying along the west side of St. Johns Street, approximately 1,000 feet north of Skeet Club Road. The property is also known as Guilford County Tax Parcels 0169450, 0169451, 0169452 and 0169453.

160188 Ordinance - West Mountain Funding, LLC - Zoning Map Amendment 16-12
A request by West Mountain Funding, LLC to rezone approximately 3.64 acres from a Conditional Use Residential Single Family-9 (CU RS-9) District and the Residential Single Family-40 (RS-40) District within Guilford County's zoning jurisdiction to the Residential Single Family-9 (RS-9) District. The site is lying north of Skeet Club Road and along the east and west side of St. John's Street, running approximately 1,000 feet north of Skeet Club Road. Approval of this rezoning request is contingent upon City Council approval of a voluntary annexation request.

160189 Ordinance - Angadare Land LP - Zoning Map Amendment 16-13
A request by Angadare Land LP to rezone approximately 1.56 acres from the Heavy Industrial (HI) District to the Central Business (CB)

District. The site is lying along the north side W. Russell Avenue and east of S. Lindsay Street (302, 304 & 306 W. Russell Avenue).

GENERAL BUSINESS AGENDA

160190 Appointment - Boards & Commissions - Parks & Recreation Commission
Council is requested to confirm the appointment of Bryon Stricklin to the Parks & Recreation Commission as Council Member Golden's (Ward 1) appointment (replacing Hazel Rorie). Appointment to be effective July 1, 2016 and will expire July 1, 2019.

160191 Minutes to Be Approved
City Manager's Briefing; Monday, June 6 @ 4:00 p.m.
Regular Council Meeting; Monday, June 6 @ 5:30 p.m.

160030 Boards & Commissions - Vacancy Report
Attached is the current list of vacancies for all Boards & Commissions.

ADJOURNMENT

CITY OF HIGH POINT
AGENDA ITEM

Title: Interlocal Agreement – Public Libraries

From: Randy McCaslin, Deputy City Manager

Meeting Date: June 20, 2016

Public Hearing: No

Advertising Date / Advertised By: N/A -

Attachments: Interlocal Agreement – Amendment No. 1
Resolution

PURPOSE:
The City needs to renew its Interlocal Agreement with Guilford County for the provision of activities and programs of its Libraries for the benefit for all citizens of Guilford County regardless of whether the citizens live inside or outside the City of High Point.

BACKGROUND:
The City's current Interlocal Agreement with Guilford County for Library Services expires on June 30, 2016. The amended Interlocal Agreement is for a period of five (5) years - July 1, 2016 – June 30, 2021. The County will pay the city the sum of $359,960 for the first fiscal year of this amended Interlocal Agreement. The annual fee thereafter for the next four fiscal years shall be calculated based on a formula to be prepared jointly by the County and City staff for review and approval by the Guilford County Board of Commissioners and High Point City Council. The recommended formula will be developed by staff for elected body review no later than December 1, 2016.

BUDGET IMPACT:
The amount of $359,960 is reflected in the FY 2016-2017 annual budget.

RECOMMENDATION / ACTION REQUESTED:
Council is requested to adopt a resolution authorizing the Mayor to execute the Interlocal Agreement Amendment No. 1 with Guilford County for the period of July 1, 2016- June 30, 2021 for the provision of Library Services.

NORTH CAROLINA

GUILFORD COUNTY

INTERLOCAL AGREEMENT ON PUBLIC LIBRARIES
AMENDMENT NO. 1

This is an interlocal cooperation agreement (hereinafter called the "Interlocal Agreement") made this the 1st day of July, 2016, by and between City of High Point, a municipal corporation in the State of North Carolina (hereinafter called the "CITY,") and Guilford County, North Carolina, a body politic and corporate (hereinafter called the "COUNTY."), and also collectively referred to as the "Parties."

WITNESSETH

THAT WHEREAS, on May 15, 1997, the City of High Point and Guilford County entered into a Contract, whereby the COUNTY agreed to provide certain funds to the CITY to carry out the programs and activities of its Libraries for the benefit of all citizens of Guilford County, regardless of whether the citizens live inside or outside the City of High Point; and

WHEREAS, the CITY and COUNTY determined that it was in the public benefit and interest to terminate the agreement of May 15, 1997 and entered into a new Interlocal Agreement on July 12, 2011, to provide for the operation and support of a Public Library system in the City of High Point for the benefit of all citizens of Guilford County; and

WHEREAS, the North Carolina General Statutes in Chapter 160A, Article 20, provide that units of local government may enter into agreements in order to execute an undertaking providing for the continual exercise by one unit of any power, function or right; and

WHEREAS, the CITY and the COUNTY desire to enter into an amendment of its current contract with Guilford County dated July 12, 2011, and identified as Contract No. 42120-03/11-173; and

WHEREAS, this the CITY and the COUNTY agree that the Interlocal Agreement, as amended, shall continue for five, (5) years, from July 1, 2016 to June 30, 2021, unless terminated pursuant to the terms herein; and

WHEREAS, the governing bodies of the CITY and COUNTY have ratified this Interlocal Agreement, as amended, by resolutions being recorded in their respective minutes; and

THEREFORE, in consideration of the mutual covenants, terms and conditions contained in this Interlocal Agreement, as amended, herein accruing to the benefit of each of the respective parties hereto and other good and valuable consideration, receipt and sufficiency of which is acknowledged by the

CITY and the COUNTY, the parties agree as follows:

1. High Point Public Library System. The CITY, pursuant to the authority granted in G.S. 153A-261, et. seq., and in compliance with all applicable laws, shall continue to operate and support a public library system for the benefit of all citizens of Guilford County. This public library system shall be entitled the High Point Public Library System. It shall be operated and controlled in all aspects exclusively by the CITY as the CITY deems to be in the public interest and benefit.

2. Term of Agreement. This Interlocal Agreement, as amended, shall continue for five (5) years, from July 1, 2016 to June 30, 2021, unless terminated pursuant to the terms herein.

3. Annual Payment to CITY. The COUNTY shall pay to the CITY the sum of **$359,960** for the first fiscal year of this Interlocal Agreement.

The annual fee thereafter for the next four fiscal years may be calculated based on the County's per capita formula or other formula, agreed upon by the Parties. The annual fee thereafter for the next four fiscal years shall be calculated based upon a formula to be prepared jointly by the County and City staff for review and approval by the Guilford County Board of Commissioners and High Point City Council, such formula to be effective beginning with the FY 2017-2018 fiscal year and thereafter. The recommended formula will be developed by staff for elected body review no later than December 1, 2016.

4. Appropriation of Funds. It is the Parties' desire that, during the term of this Contract, it be an ongoing Contract, continuing from year to year (crossing the County's fiscal years) without the necessity of re-execution, subject to continued appropriation by the GUILFORD COUNTY Board of Commissioners or other funding source, pursuant to N.C.G.S. Chapter §153A-13.

5. "Clawback" for Non-Performance or Violation**.** If the CITY fails to perform its obligations under this Agreement, or if the CITY shall violate any of the provisions of this Agreement, the COUNTY shall have the right to terminate this Agreement by giving written notice to the CITY of such termination at least thirty (30) days before the effective date of such termination. In such event, all unexpended funds at the time of such termination shall be promptly repaid to the COUNTY. Furthermore, the COUNTY reserves the right to require CITY to repay funds expended in violation of the terms and conditions of this Agreement.

6. Termination. This Interlocal Agreement may be terminated by either party by providing twelve months notice prior to the start of the next fiscal year.

7. Notice. Notice under this Interlocal Agreement shall be deemed sufficient upon the mailing to the parties by certified or registered mail at the following locations:

Guilford County	City of High Point
County Manager	City Manager
P.O. Box 3427	P.O. Box 230
Greensboro, NC 27402	High Point, NC 27260

8. Maintenance of Records. The CITY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices, and procedures. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.

9. Audit. The CITY shall have an annual audit of its financial records and operations performed by an independent certified public accountant with a copy of the current audit and current management letter being submitted to the Guilford County Internal Audit Office within six (6) months of the CITY'S fiscal year end. A copy of the financial records and operations of the CITY shall be provided at the COUNTY'S discretion. The COUNTY shall be entitled to audit the financial records and operations of the CITY, and the CITY shall provide the COUNTY'S Internal and External Auditors, during regular business hours, access to the High Point Public Library system's books and records.

10. Indemnification. As a condition of receiving funds from the COUNTY, the CITY agrees to fully indemnify and hold harmless GUILFORD COUNTY, its officers, agents, and employees from and against any and all claims, demands, payments, suits, actions, costs, recoveries, and judgments of every kind and description brought out of or occurring in connection with, directly or indirectly, activities funded in part or in whole with funds made available under this Agreement.

11. The COUNTY is in no way responsible for the administration and supervision of the CITY'S officers, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.

12. Amendment. This Interlocal Agreement may only be amended by written amendments mutually agreed upon and executed by and between the COUNTY and the CITY.

13. Entire Agreement. This Contract, including the Exhibits and/or Attachments, if any, sets forth the entire Agreement between the Parties regarding the matters set forth herein. All prior conversations or writings between the Parties hereto or their representatives are hereby merged within and extinguished. This Contract shall not be modified except by a Contract Amendment or separate Agreement subscribed to by both Parties.

14. Jurisdiction. This Contract is subject to the jurisdiction and laws of the State of North Carolina.

15. In accordance with N.C.G.S. §143C-6A-5 and other applicable sections of N.C.G.S. §143C-6A regarding the Iran Divestment Act of 2015, each Party hereby certifies that it is not identified on the

State Treasurer's list of persons which the Treasurer has determined engage in investment activities in Iran, including any subcontractors of either Party.

IN WITNESS THEREOF, the parties have executed this Interlocal Agreement, as amended, in their respective names and titles, by their proper officials, all by the authority of appropriate resolutions of the governing bodies of each of the taxing units, duly adopted, as of the day and year first written above.

ATTEST:

By:_____
Clerk to Board

GUILFORD COUNTY

By:_____
Chairman

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

By:_____
County Finance Director

ATTEST:

By:_____
City Clerk

THE CITY OF HIGH POINT

By:_____
Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.

By: _____
City Attorney

RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HIGH POINT AND GUILFORD COUNTY FOR THE PROVISION OF PUBLIC LIBRARY SERVICES

BE IT RESOLVED by the High Point City Council that the attached Interlocal Agreement between the CITY OF HIGH POINT and GUILFORD COUNTY for the provision of public library services, is hereby ratified as required by N.C.G.S. 160A, Article 20.

BE IT FURTHER RESOLVED that the Mayor and the City Clerk are hereby authorized to execute the said agreement, on behalf of the City of High Point, subject to a pre-audit certificate thereon by the City Finance Director, and approval as to form by the City Attorney.

BE IT FURTHER RESOLVED that this resolution ratifying interlocal cooperation between the City of High Point and Guilford County is hereby spread upon the minutes of the High Point City Council.

Adopted by the High Point City Council, this the 20th day of June, 2016.

_____
William S. Bencini, Jr., Mayor

ATTEST:

_____ [SEAL]
Lisa B. Vierling
High Point City Clerk

CITY OF HIGH POINT
AGENDA ITEM

Title: Appointment – Bryon Stricklin – P & R Commission

From: Council Member Jeff Golden

Meeting Date: June 20, 2016

Advertising Date / Advertised By:

Public Hearing: N/A

Attachments: Bio

PURPOSE:
To appoint Bryon Stricklin to the Parks and Recreation Commission to replace Hazel Rorie who is not eligible for reappointment.

BACKGROUND:
Council Member Jeff Golden is recommending the appointment of Bryon Stricklin to the Parks & Recreation Commission as the Ward 1 appointment. Appointment will be effective July 1, 2016 and will expire July 1, 2019.

BUDGET IMPACT:
N/A

RECOMMENDATION / ACTION REQUESTED:
Council is requested to confirm the appointment of Bryon Stricklin appointment to the Parks & Recreation Commission as the Ward 1 appointment. Appointment will be effective July 1, 2016 and will expire July 1, 2019.

High Point, North Carolina

Submit Date: Jan 04, 2016
Status: submitted

Application for Appointment to Boards and Commissions

Profile

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

Bryon
First Name

Stricklin
Last Name

hpcballhawgs@gmail.com
Email Address

2100 Briarcliff Drive
Street Address

Suite or Apt

High Point
City

NC
State

27265
Postal Code

Within High Point Corporate Limits
Please select your residency status.

Business: (336) 307-6332
Primary Phone

Mobile: (336) 307-5970
Alternate Phone

The M.I.N.D. Group, Inc.
Employer

Which Boards would you like to apply for?

Parks and Recreation Commission

1
Ward you reside in?

Interests & Experiences

Please tell us about yourself and why you want to serve.

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

My decision to want to serve on the board of High Point Parks & Recreation comes from an inner desire to help advance the community and its youth through quality, sustained programming. In addition, as a resident

and community outreach advocate, it is my personal belief that the measure of success for any community is in its ability to prepare the next generation. It is also the belief of our organization (The M.I.N.D. Group) that innovative ideas, spawned by creative thinking, are paramount to long-term sustainability. I believe it is our responsibility to ensure that we continue to provide the right environment for our children to learn and grow physically and emotionally. It is for these reasons that I offer my service to the city of High Point.

Resume_-_Bryon_Stricklin__fall__updated_.pdf
Upload a Resume

Have you participated in Leadership High Point?

○ Yes ◉ No

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

Male
Gender

Applications will be retained and active for a two-year period

BRYON D. STRICKLIN
2100 Briarcliff Drive, High Point, North Carolina 27265
M: (336) 307-6332
Email: info@themindgroup.org

OBJECTIVE

Business professional seeking a management or consultant position in job related fields

SUMMARY OF QUALIFICATIONS

- Operations management
- Project management & consulting
- Programs, planning & management experience
- Process development
- Quality assurance & risk management
- Research and reporting
- Microsoft Office (Word, Power Point, Excel, Outlook, Visio)

PROFESSIONAL EXPERIENCE

Company Name **Date**

The M.I.N.D. Group, High Point, NC **Nov. 2013 - current**

- **President & CEO** **501©3 Non-profit**
- Duties include:
  - **Non-profit management**
    - Manage all phases of non-profit business associated with community outreach and youth development programming, planning and consulting
    - Coordinate programs and concepts supportive of outreach and youth development initiatives: i.e., Back 2 Basics, youth outreach campaign
    - Implement strategic marketing strategies to assist with various levels of promotion: flyers/publications/radio and media (social)/scheduled meetings
    - Develop public relation strategies to develop partnerships with businesses, civic organizations and corporations throughout the Triad

Welfare Reform Liaison Project, Greensboro, NC **April, 2015 – June, 2015**

- **Instructor, Personal Development Consultant** **501©3 Non-profit**
- Duties include:
  - **Consultant and Instructor**
    - Personal development: conduct job readiness classes to assist program participants with obtaining employment
    - Effective communication: conduct effective communication classes to assist program participants with understanding culture in the workplace
    - Computers for job search: assist program participants with building skill sets to secure employment through the use of technology
    - Submit weekly attendance report to case management

Bank of America, Greensboro NC **Nov. 2010 – Nov. 2013**

- **Officer, Mortgage Servicing Team Manager** **Financial Transaction Services**
- Duties include:
  - **Manage iSeries Partials & Consumer payment processing and Check Issuance**
    - Ensure all payments are processed timely and accurately
    - Ensure appropriate QA is in place for all processes aligned to high priority rules
    - Ensure all checks are produced and distributed timely and accurately
    - Servicing Operations/End to End Business Support
      - Engage with Lines of Businesses to resolve escalations and identify best practice opportunities, recommendations and solutions
      - Develop scorecard analysis for Partials and Exception Payment Workflow (EPW) regarding loans with partial balances that are enough to satisfy full contractual payments
      - Weekly/monthly trending and reporting
      - Project management & testing
      - Process development with deployment
  - **Risk Management**
    - Ensure all desktop procedures are updated and certified
    - Proactively identify issues with documented best practice and remediation strategies
    - Achieve satisfactory or better on all internal and external audits

Bank of America, Greensboro NC **Mar. 2010 – Nov. 2010**

- **Mortgage Servicing, Reconcilement Specialists** **Greensboro MRC**
- Duties included:
  - **Account Research & Reconcilement**
    - Ensuring mortgage receipts clearing account (MRC) is reconciled timely and accurately
    - Submitting action reports to underscore items cleared and balanced
  - **Researching out of balances and contacting respective lines of businesses for clearing**
    - Determining root cause of out of balances for customer accounts and MRC
    - Reconciling customer accounts by appropriately reversing/reapplying payment transactions
  - **Reporting to Investor Accounts Management (IAM)**
    - Submission of daily action reports underscoring number of items cleared from various clearing accounts

EDUCATION

North Carolina State University – 3 years (1990-1993), Major: Mass Communications

References: Robert J. Brown (B & C Associates); Ed Price (Ed Price Realty; Bob Elsayed (Pizza Vino); Andrew Hankins (Team Connection); Carlvena Foster (Guilford Co. Commissioner)

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 May 24, 2016 and before the City Council of the City of High Point on June 20, 2016 regarding **Zoning Case 16-13** a proposed amendment to the Official Zoning Map of the "City of High Point Development Ordinance";

WHEREAS, notice of the public hearings were published in the High Point Enterprise on May 15, 2016, for the Planning and Zoning Commission public hearing and on June 8, 2016 and June 15, 2016, 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 **June 20, 2016.**

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

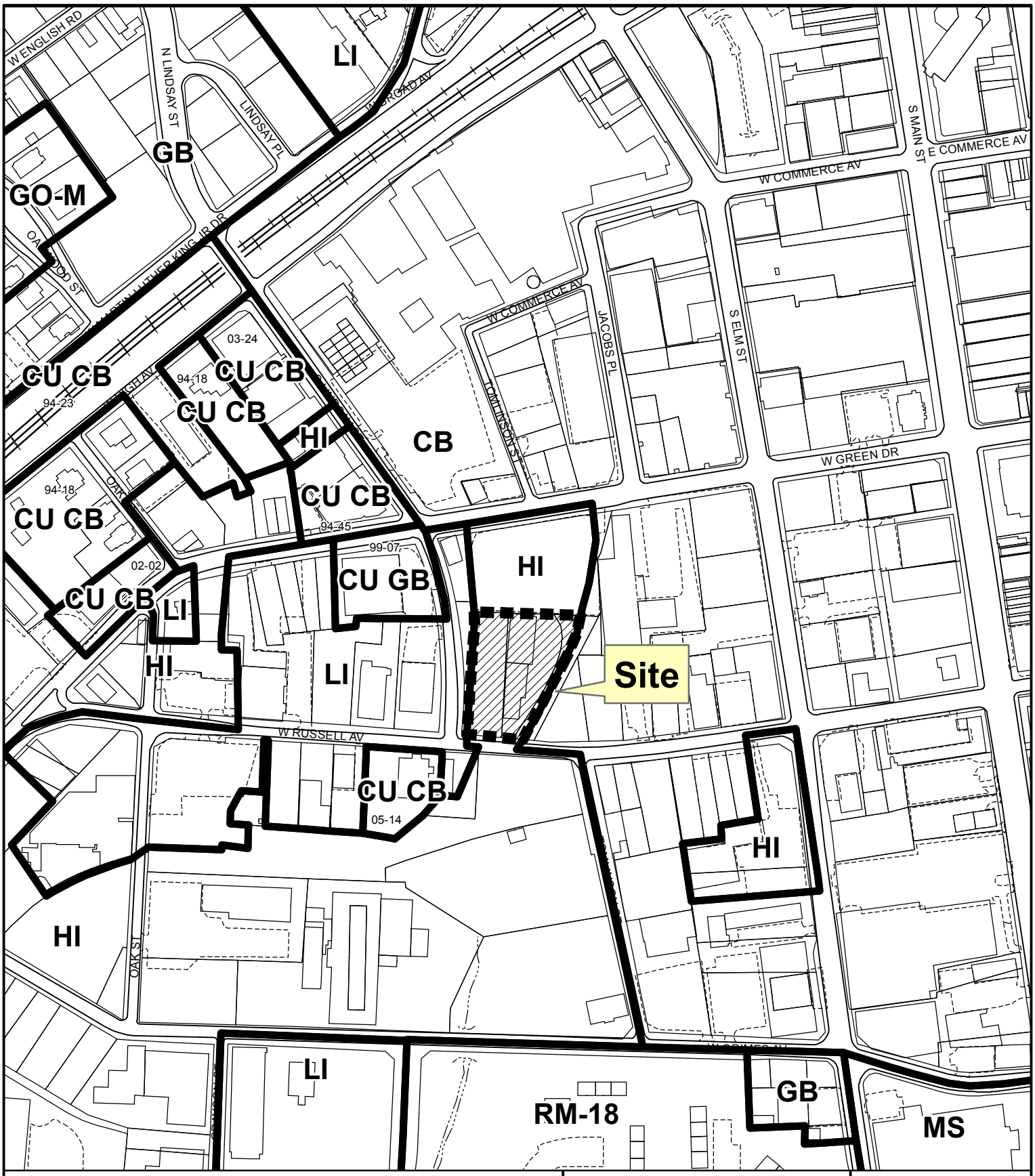
SECTION 1
That the Official Zoning Map of the City of High Point be amended to establish the following described area as: **Central Business (CB) District.** The property is approximately 1.56 acres lying along the north side of W. Russell Avenue and east of S. Lindsay Street *(302, 304 & 306 W. Russell Avenue)*. The property is also known as Guilford County Tax Parcel 0172494, 0172489 & 0218802.

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

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

SECTION 4.
This ordinance shall become effective upon the date of adoption.
20th day of June, 2016.

Lisa B. Vierling, City Clerk



ZONING MAP AMENDMENT ZA16-13

From: Heavy Industrial
To: Central Business

Existing Zoning Boundary
Subject Property Boundary

Planning & Development Department

City of High Point

Date: May 9, 2016

N

Scale: 1"=300'

G:/Planning/Secure/ba-pz/2016/pz/za16-13.mxd

NORTH CAROLINA
GUILFORD COUNTY

INTERLOCAL AGREEMENT BETWEEN THE CITY OF HIGH POINT AND THE COUNTY OF GUILFORD FOR THE PROVISION OF ANIMAL SHELTER AND CONTROL SERVICES

This is an Interlocal cooperation agreement made and entered into this the 19th day of May, 2016, by and between the City of High Point, a municipal corporation in the State of North Carolina (hereinafter called the "CITY"), and Guilford County, North Carolina, a body politic and corporate (hereinafter called the "COUNTY"), collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the North Carolina General Statutes in Chapter 160A, Article 20, provide that units of local government may enter into agreements in order to execute an undertaking providing for the continual exercise by one unit of any power, function or right, including the provision of animal control and shelter services; and

WHEREAS, in 1955, the General Assembly authorized the COUNTY, the CITY and the City of High Point to jointly construct and operate an animal shelter; and

WHEREAS, on December 2, 1955, the CITY and the COUNTY entered into an agreement and amended it on October 16, 1959 and on July 5, 1961, whereby the Parties agreed to the contractual arrangement for the operation of an animal shelter in Guilford County; and

WHEREAS, on June 1, 2011, the CITY and COUNTY entered into an agreement (Guilford County Contract No. 42120-03/11-174) agreeing that it was in the best interest of both parties that the COUNTY assume full financial responsibility for the animal shelter; and

WHEREAS, the governing bodies of the CITY and COUNTY have ratified this Interlocal Agreement by resolutions being recorded in their respective minutes; and

WHEREAS, it is now desirable and in the mutual best interest of the CITY and the COUNTY that both parties enter into an amendment for the operation of an animal shelter in accordance with the terms and conditions hereinafter set out.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants, terms and conditions contained herein accruing to the benefit of each of the respective parties hereto, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Term of Agreement. This Interlocal Agreement shall continue for five (5) years, from July 1, 2016 to June 30, 2021, unless terminated pursuant to the terms herein.

2. Animal Shelter. The CITY and COUNTY agree that the COUNTY will maintain full financial responsibility for the operation of the Guilford County Animal Shelter. Such responsibility includes all current and future capital expenditures related to the operation of the Guilford County Animal Shelter. The COUNTY acknowledges that the CITY continues to own a one-eighths (1/8) undivided ownership interest of the Guilford County Animal Shelter located at 4525 West Wendover Avenue, Greensboro, North Carolina.

3. Animal Control. **The CITY agrees to continue to enforce its own animal control laws and provide its own animal control services within the corporate limits to citizens of the CITY of High Point and meet their needs in a courteous, professional, efficient, productive and cost-effective manner.**

4. Liability. The COUNTY shall provide legal support and representation to its employees performing work under this agreement. The COUNTY shall handle all claims arising out of its animal control services and its operation of the animal shelter. The COUNTY agrees that the CITY shall have no responsibility or liability regarding any such claims.

5. Termination. This Interlocal Agreement may be terminated by either party by providing twelve months notice prior to the start of the next fiscal year.

6. Amendments. This Agreement may be amended from time to time upon mutual consent of the governing bodies of the CITY and COUNTY as expressed in writing.

7. Prior Agreements. All other provisions of the initial Contract, as amended, are hereby ratified and shall continue in full force and effect without change, unless and until revised upon mutual written Agreement of the Parties, or terminated as provided herein.

8. In accordance with N.C.G.S. §143C-6A-5 and other applicable sections of N.C.G.S. §143C-6A regarding the Iran Divestment Act of 2015, each Party hereby certifies that it is not identified on the State Treasurer's list of persons which the Treasurer has determined engage in investment activities in Iran, including any subcontractors of either Party.

9. The PARTIES agree that this Agreement is subject to the jurisdiction and laws of the State of North Carolina, and both PARTIES agree to comply with all applicable laws. Any controversies arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement, as amended, in their respective names and titles, by their proper officials, all by the authority of appropriate resolutions of the governing bodies of each of the taxing units, duly adopted, as of the day and year first written above.

ATTEST:

By: _____
Clerk to Board

GUILFORD COUNTY

By: _____ 5-31-16
Marty K. Lawing, County Manager

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT

By: N/A
County Finance Director

ATTEST:

By: _____
City Clerk

THE CITY OF HIGH POINT

By: _____
~~City Manager~~ William S. Bencini, Jr.
Mayor

APPROVED AS TO FORM
LEGAL SUFFICIENCY

By: _____
City Attorney

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT

By: _____
City Finance Officer

RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HIGH POINT AND GUILFORD COUNTY FOR THE PROVISION OF ANIMAL SHELTER AND CONTROL SERVICES

BE IT RESOLVED by the High Point City Council that the attached Interlocal Agreement between the CITY OF HIGH POINT and GUILFORD COUNTY for the provision of animal control and shelter services, is hereby ratified as required by N.C.G.S. 160A, Article 20.

BE IT FURTHER RESOLVED that the Mayor and the City Clerk are hereby authorized to execute the said agreement, on behalf of the City of High Point, subject to a pre-audit certificate thereon by the City Finance Director, and approval as to form by the City Attorney.

BE IT FURTHER RESOLVED that this resolution ratifying interlocal cooperation between the City of High Point and Guilford County is hereby spread upon the minutes of the High Point City Council.

Adopted by the High Point City Council, this 20TH day of June, 2016

William S. Bencini, Jr., Mayor

ATTEST:

Lisa B. Vierling
High Point City Clerk

[SEAL]

CITY OF HIGH POINT
AGENDA ITEM

Title: **Zoning Map Amendment 16-12**
(West Mountain Funding, LLC)

From: Lee Burnette, Planning & Development Director

Meeting Date: June 20, 2016

Public Hearing: Yes

Advertising Date: June 8 & 15, 2016

Advertised By: Planning & Development

Attachments:
A. Planning and Zoning Commission Recommendation
B. Staff Report
C. Zoning Ordinance

PURPOSE:
A request by West Mountain Funding, LLC to rezone approximately 3.64 acres from a Conditional Use Residential Single Family-9 (CU RS-9) District and the Residential Single Family-40 (RS-40) District within Guilford County's zoning jurisdiction to the Residential Single Family-9 (RS-9) District. The site is lying north of Skeet Club Road and along the east and west side of St. John's Street, running approximately 1,000 feet north of Skeet Club Road. Approval of this rezoning request is contingent upon City Council approval of a voluntary annexation request.

BACKGROUND:
Staff report and the Planning & Zoning Commission's recommendation is enclosed.

BUDGET IMPACT:
There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

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

B. On May 24, 2016, a public hearing was held before the Planning and Zoning Commission regarding Zoning Map Amendment 16-12. The Planning & Zoning Commission recommended ***approval*** of this request by a vote of 7-0 as outlined in the staff report.

PLANNING AND ZONING COMMISSION RECOMMENDATION

West Mountain Funding, LLC **Zoning Map Amendment 16-12**

At its May 24, 2016 public hearing, the Planning and Zoning Commission reviewed this request to rezone approximate 3.64-acres. All members of the Commission were present except for Ms. Marie Stone. Mr. Herbert Shannon, Senior Planner, presented the case and recommended approval of the request as outlined in the staff report.

Speaking in favor of the request:
The applicant, Mr. Greg Garrett, West Mountain Funding, LLC, 221 Jonestown Road, Winston-Salem, made himself available to answer questions from the Commission.

Speaking in opposition of the request:
No one spoke in opposition to this request.

Planning & Zoning Commission Action

The Planning & Zoning Commission recommended ***approval*** of this request, as recommended by staff, by a vote of 7-0.

Upon making its recommendation, the Planning & Zoning Commission stated that its approval of Zoning Map Amendment 16-12 would be consistent with the City's adopted plans. Additionally, the Commission concurred with the staff report and found its approval recommendation reasonable and in the public interest because:

1) The request is consistent with the Land Use Plan; and
2) The request promotes an orderly urban growth pattern as the zoning site abuts existing RS-9 zoning and single family uses.

CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT

STAFF REPORT
ZONING MAP AMENDMENT 16-12
May 24, 2016

Request	
Applicant: West Mountain Funding, LLC	**Owner(s):** West Mountain Funding, LLC; Shugart Management, Inc. and Calvin Leon Johnson
Zoning Proposal: To rezone approximately 3.64 acres.	**From RS-40** Residential Single Family-40 *(Guilford County)* **CU RS-9** Conditional Use Residential Single Family-9 District **To: RS-9** Residential Single Family-9 District

Site Information	
Location:	Lying north of Skeet Club Road and along the east and west side of St. John's Street, running approximately 1,000 feet north of Skeet Club Road.
Tax Parcel Numbers:	Guilford County Tax Parcels 0169450 thru 0169453 and 0216325.
Site Acreage:	Approximately 3.64 acres
Current Land Use:	Undeveloped
Physical Characteristics:	The northwestern portion of the site is heavily wooded and has a moderately sloping terrain.
Water and Sewer Proximity:	An 8-inch City water line and an 8-inch City sanitary sewer line lie adjacent to the site within St. John's Street.
General Drainage and Watershed:	The site drains in a northerly and northwesterly direction and development is subject to the Oak Hollow Lake General Watershed Area requirements. Engineered stormwater treatment measures are required for multi-family development with a total impervious surface area greater than 24% of the site, and for single family developments with a gross density of 2 units per acre or more.
Overlay District(s):	Oak Hollow Lake General Watershed Area (GWA) Airport Overlay - Zone 4

Adjacent Property Zoning and Current Land Use			
North:	RS-40	Residential Single Family-40 District *(Guilford County)*	Undeveloped parcels
South:	RS-15	Residential Single Family-15 District	Single family dwellings
East:	RS-9 CU RS-9 RS-15	Residential Single Family-9 District Conditional Use Residential Single Family-9 District Residential Single Family-15 District	Single family dwelling and undeveloped parcel

West:	RS-40 RS-15	Residential Single Family-40 District *(Guilford County)* Residential Single Family-15 District	Single family dwelling and undeveloped parcels

Relevant Land Use Policies and Related Zoning History	
Community Growth Vision Statement:	This request is neither in conflict with nor does it promote the goals and objectives of the Community Growth Vision Statement.
Land Use Plan Map Classification:	The site has a Low-Density Residential land use designation. This classification includes primarily single family detached dwellings on individual lots. Development densities in these areas shall not exceed five dwelling units per gross acre.
Land Use Plan Goals, Objectives & Policies:	The following goal and objective of the Land Use Plan are relevant to this request: Goal #5: Promote an urban growth pattern that occurs in an orderly fashion and conserves the land resources of the city and its planning area. Obj. #8. Stimulate more efficient use of the City's land resources by encouraging in-fill, mixed-use, cluster development and higher residential densities at appropriate locations.
Relevant Area Plan:	**Northwest Area Plan** The site is located within the boundaries of the Northwest Area Plan adopted in 2011, and the request is consistent with the recommendation to continue low-density residential development in the area.
Zoning History:	**Zoning Map Amendment 06-15**: The abutting development to the north (Meadow Valley Subdivision) was part of an 87-acre annexation and rezoning for a CU RS-9 District in 2006. This subdivision is being developed with single family detached dwellings. **Zoning Map Amendment 16-03**: A similar request was approved in March 2016 to annex and establish the RS-9 District on a 1.4-acre parcel lying on the east side of St. John's Street, directly opposite of this current site.

Transportation Information			
Adjacent Streets:	**Name**	**Classification**	**Approx. Frontage**
	Saint John's Street	Local Street	1,050 ft.
Vehicular Access:	Saint John's Street		
Traffic Counts: *(Average Daily Trips)*	Skeet Club Road	5,800 ADT (2013, COHP)	
Estimated Trip Generation:	No information		
Traffic Impact Analysis:	**Required**		**Comment**
	Yes	No X	None

Pedestrian Access:	Development of the site is subject to the sidewalk requirements of the Development Ordinance.

School District Comment				
Guilford County School System				
Local Schools:	**Enrollment: Fall 2015**	**Maximum Design Capacity:**	**Mobile Classrooms:**	**Projected Additional Students:**
Shadybrook Elementary	460	535	10	3 - 4
Ferndale Middle	749	1,213	0	2 - 3
High Point Central H.S.	1,454	1,392	0	1 - 2
School District Remarks: None				

Details of Proposal

The northern portion of the zoning site consists of lots platted in 1964 for the Staton Park Subdivision. The Staton Park subdivision was never developed and most of its land area has been replatted into what is now the Meadow Valley Subdivision. The applicant is proposing to annex and establish initial City zoning on these lots so that the land area may be resubdivided and oriented toward St. John's Street and developed with single family dwellings.

Staff Analysis

The applicant is proposing to build single family homes on these parcels and is requesting annexation and initial City zoning in order to have access to city utilities. Adjacent parcels along St. John's Street are part of the Meadow Valley Subdivision. City utilities consisting of improved public streets, water lines and sewer lines have been installed and single family homes are being constructed in this subdivision.

The requested RS-9 District is consistent with the Low-Density Residential land use classification established by the Land Use Plan Map for this area and is the same zoning established for the abutting Meadow Valley Subdivision. Therefore, the request is compatible with the surrounding area.

Consistency with Adopted Plans:
The proposed 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 request is consistent with the Low-Density Residential land use plan designation in the Land Use Plan and the Northwest Area Plan, and is not in conflict with any relevant goals and objectives.

Reasonableness/Public Interest:
An approval of the proposed Zoning District is considered reasonable and in the public interest.

Staff Comments:
In this case, staff suggests that the approval of this request is reasonable and in the public interest because:

1) The request is consistent with the Land Use Plan; and
2) The request promotes an orderly urban growth pattern as the zoning site abuts existing RS-9 zoning and single family uses.

Recommendation

Staff Recommends Approval:
The Planning & Development Department recommends approval of the request to rezone 3.64 acres to a RS-9 District. The zoning request is compatible with the surrounding area and in conformance with adopted plans.

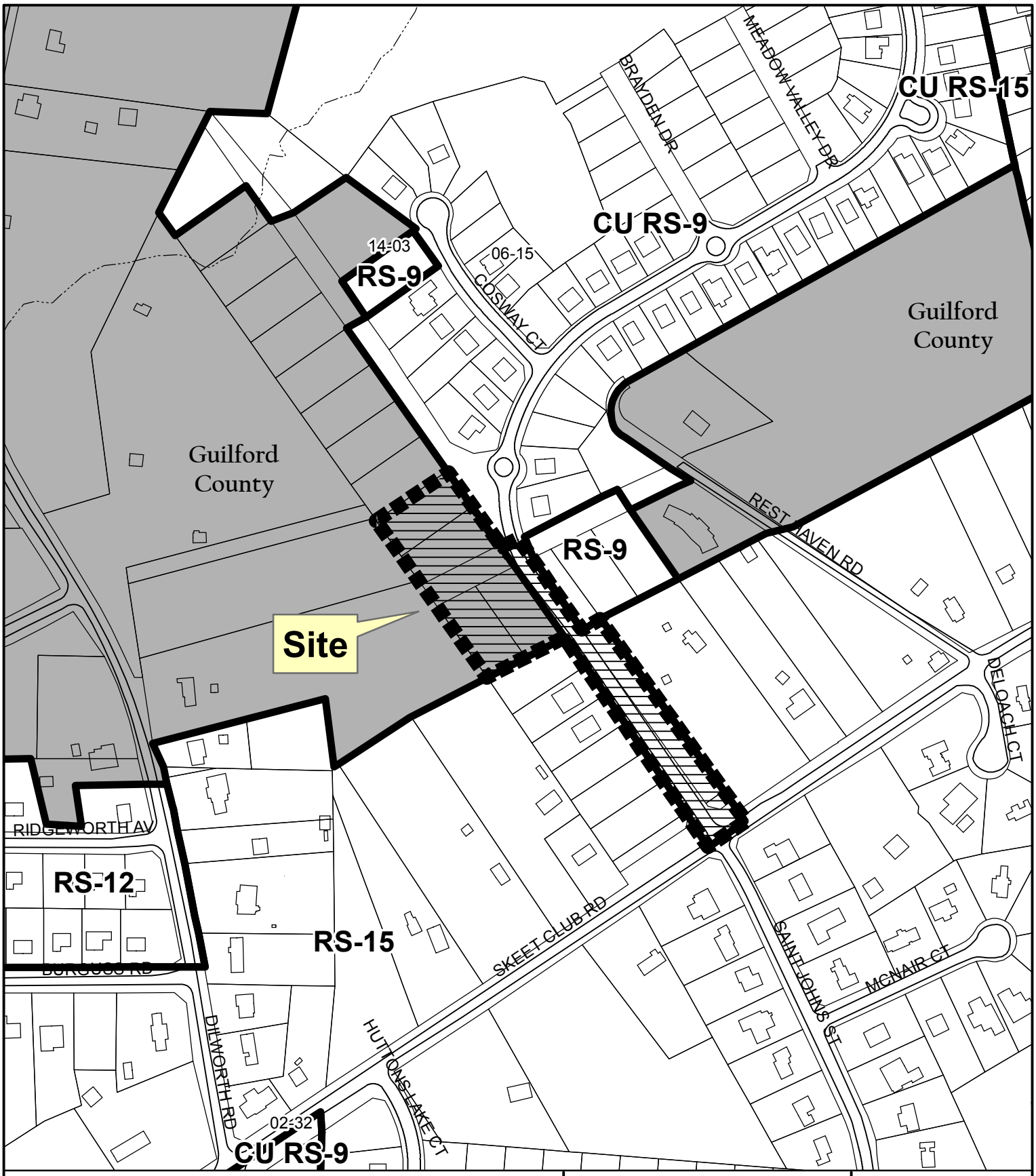
Required Action

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

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

Report Preparation

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



ZONING MAP AMENDMENT ZA16-12

From: Residential Single Family-40 (Guilford County) & Conditional Use Residential Single Family-9

To: Residential Single Family-9

Existing Zoning Boundary ———

Subject Property Boundary - - - - - -

Planning & Development Department

City of High Point

Date: May 9, 2016

N

Scale: 1"=300'

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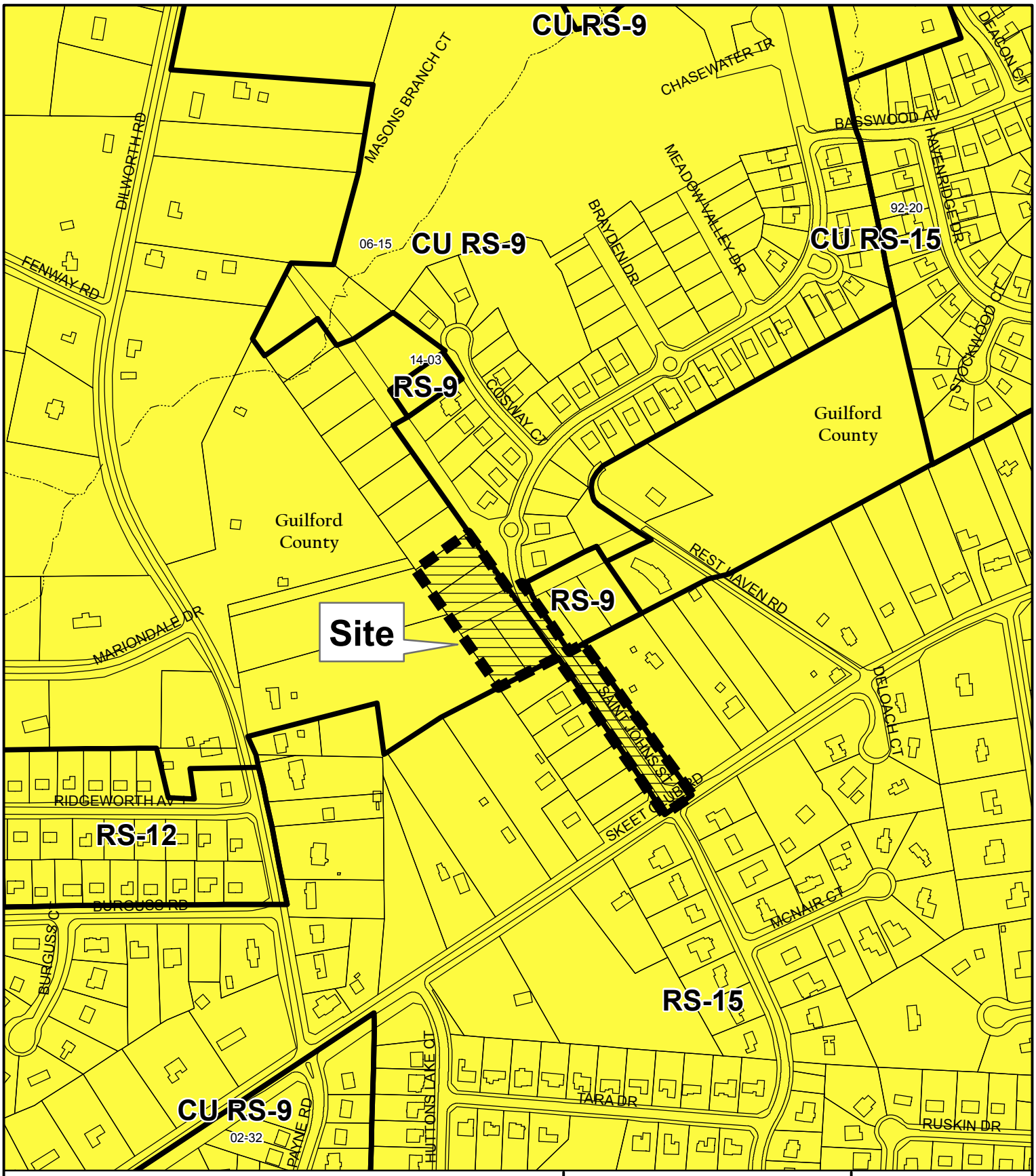

ZONING MAP AMENDMENT ZA16-12

Land Use Plan

Low-Density Residential

Planning & Development Department

City of High Point

Date: May 24, 2016

N

Scale: 1"=400'

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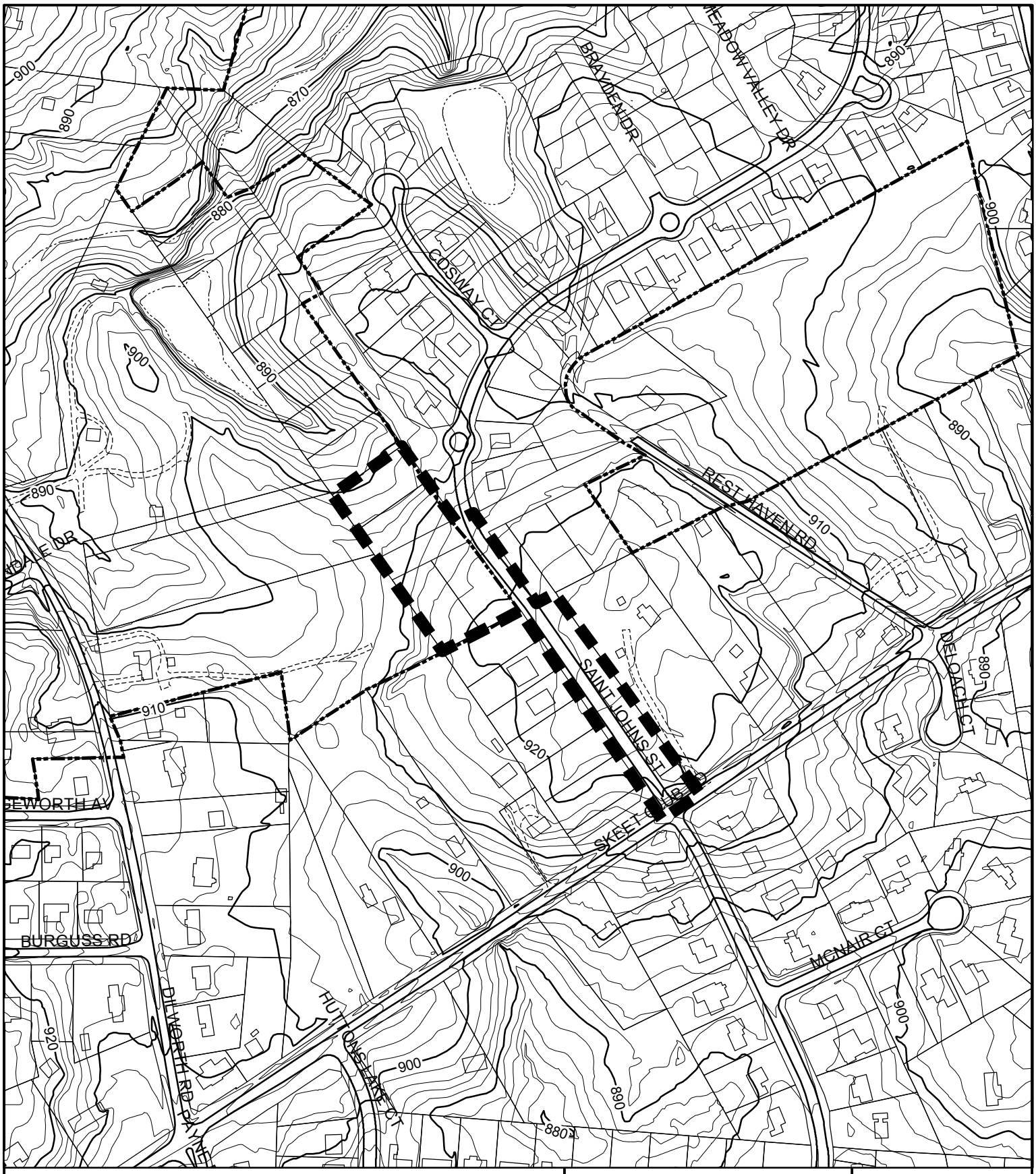

ZONING MAP AMENDMENT ZA16-12

Topography

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

Planning & Development Department

City of High Point

Date: May 24, 2016

N

Scale: 1"=300'

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ZONING MAP AMENDMENT ZA16-12

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 May 24, 2016 and before the City Council of the City of High Point on June 20, 2016 regarding **Zoning Case 16-12** a proposed amendment to the Official Zoning Map of the "City of High Point Development Ordinance";

WHEREAS, notice of the public hearings were published in the High Point Enterprise on May 15, 2016, for the Planning and Zoning Commission public hearing and on June 8, 2016 and June 15. 2016, 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 **June 20, 2016.**

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: **Residential Single Family-9 (RS-9) District.** The property is approximately 3.64 acres lying north of Skeet Club Road and along the east and west side of St. John's Street, running approximately 1,000 feet north of Skeet Club Road. The property is also known as Guilford County Tax Parcels 0169450 thru 0169453 and 0216325.

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

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

SECTION 4.
This ordinance shall become effective upon the date of adoption.
20th day of June, 2016.

Lisa B. Vierling, City Clerk

CITY OF HIGH POINT
AGENDA ITEM

Title: Authorize Forsyth County Tax Administration and Collection for Fiscal Year 2016-2017

From: Jeffrey A Moore, Financial Services Director

Meeting Date: June 20, 2016

Public Hearing: No

Advertising Date / N/A
Advertised By:

Attachments: Resolution of City Council for the Collection of 2016 Taxes
Resolution of City Council for the Collection of 2015 and Prior Years' Taxes

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PURPOSE:
The Financial Services Department recommends that City Council adopt the resolutions required by the Forsyth County Tax Department for the administration and collection of property taxes for City of High Point parcels located in Forsyth County during the 2016-2017 fiscal year.

BACKGROUND:
The City of High Point is the only municipality in North Carolina which has taxable property in four different counties – Guilford, Randolph, Davidson, and Forsyth. Each county tax administration office handles their tax administration function differently. The Forsyth County Tax Collector's Office requires an annual affirmation of their authority initially approved by City Council in 2012 to administer and collect High Point's taxes within Forsyth County.

BUDGET IMPACT:
The Annual Budget for FY2016-2017 includes the tax collection and administration costs for all four counties. The attached affirmation of authority to collect does not increase the basis of costs.

RECOMMENDATION / ACTIONS REQUESTED:
Council is requested to authorize the appropriate City Official to adopt the Resolution orders between Forsyth County and the City of High Point for the collection of the 2016 and for the collection of 2015 and prior years' taxes by the Forsyth County Tax Administration office for areas of High Point located in Forsyth County.

NORTH CAROLINA

FORSYTH COUNTY

ORDER OF THE COUNCIL OF THE CITY OF HIGH POINT
IN ACCORDANCE WITH G.S.105-321, G.S. 153A-156 AND G.S. 160A-215.2
FOR THE COLLECTION OF 2016 TAXES

TO: JOHN T. BURGISS, RES
TAX COLLECTOR OF FORSYTH COUNTY, CITY OF WINSTON-SALEM,
VILLAGE OF CLEMMONS, VILLAGE OF TOBACCOVILLE, TOWN OF LEWISVILLE,
TOWN OF RURAL HALL, TOWN OF WALKERTOWN, CITY OF KING,
TOWN OF KERNERSVILLE, TOWN OF BETHANIA, CITY OF HIGH POINT

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the 2016 tax records filed in the Office of the Forsyth County Tax Collector, and in the tax receipts herewith delivered to you in the amounts and from the taxpayers likewise therein set forth. You are further authorized, empowered, and commanded to collect the 2016 taxes charged and assessed as provided by law for adjustments, changes, and additions to the tax records and tax receipts delivered to you which are made in accordance with law. Such taxes are hereby declared to be a first lien on all real property of the respective taxpayers in Forsyth County, City of Winston-Salem, Town of Rural Hall, Town of Walkertown, Village of Clemmons, Village of Tobaccoville, Town of Bethania, Town of Lewisville, City of King, Town of Kernersville, City of High Point, Beeson's Cross Roads Fire Protection District, Belews Creek Fire and Rescue Protection District, City View Fire Protection District, Clemmons Fire and Rescue Protection District, Forest Hill Fire and Rescue Protection District, Griffith Fire Protection District, Gumtree Fire and Rescue Protection District, Horneytown Fire and Rescue Protection District, King of Forsyth County Fire and Rescue Protection District, Lewisville Fire and Rescue Protection District, Mineral Springs Fire Protection District, Mineral Springs Service District, Mount Tabor Fire and Rescue Protection District, Northeast Fire and Rescue Protection District, Old Richmond Fire and Rescue Protection District, Piney Grove Fire Protection District, Suburban Fire and Rescue Protection District, Salem Chapel Fire and Rescue Protection District, South Fork Fire Protection District, Talley's Crossing Fire and Rescue Protection District, Triangle Fire Protection District, Union Cross Fire and Rescue Protection District, Vienna Fire Protection District and West Bend Service District, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell, any real or personal property, and attach wages and/or other funds, of such taxpayers, for and on account thereof, in accordance with law.

You are also hereby authorized, empowered and commanded to administer and to collect taxes on gross receipts derived from retail short-term leases or rentals of motor vehicles as set forth under G.S. 153A-156 and gross receipts derived from short-term lease or rental of heavy equipment as set forth under G.S. 160A–215.2. You are hereby authorized to promulgate such rules and procedures necessary to administer these taxes which are not inconsistent or contrary to applicable law.

Within available funds in the budget ordinance and personnel positions established, the Tax Collector may appoint employees and authorize them to perform those functions authorized by the Machinery Act of Chapter 105 of the North Carolina General Statutes and other applicable laws for current and previous years' taxes. County personnel presently in the Tax Collector's office continue to serve in their respective positions at the discretion of the Tax Collector.

WITNESS my hand and official seal, this the _____ day of _____, 2016.

_____
MAYOR, CITY OF HIGH POINT

ATTEST:

_____
CLERK

NORTH CAROLINA

FORSYTH COUNTY

ORDER OF THE COUNCIL OF THE CITY OF HIGH POINT
IN ACCORDANCE WITH G.S. 105-373, G.S. 105-321, G.S.105-330.3 and G.S. 153A-156
FOR THE COLLECTION OF 2015 AND PRIOR YEARS' TAXES

TO: JOHN T. BURGISS, RES
TAX COLLECTOR OF FORSYTH COUNTY, CITY OF WINSTON-SALEM, VILLAGE OF CLEMMONS, VILLAGE OF TOBACCOVILLE, TOWN OF LEWISVILLE, TOWN OF RURAL HALL, TOWN OF WALKERTOWN, CITY OF KING, TOWN OF KERNERSVILLE, TOWN OF BETHANIA, CITY OF HIGH POINT

You are hereby authorized, empowered, and commanded to collect the taxes remaining unpaid as set forth in the 2007 through 2015 tax records filed in the Office of the Forsyth County Tax Collector, and in the tax receipts herewith delivered to you in the amounts and from the taxpayers likewise therein set forth. You are further authorized, empowered, and commanded to collect the 2007 through 2015 taxes charged and assessed as provided by law for adjustments, changes, and additions to the tax records and tax receipts delivered to you which are made in accordance with law. Such taxes are hereby declared to be a first lien on all real property of the respective taxpayers in Forsyth County, City of Winston-Salem, Town of Rural Hall, Town of Walkertown, Village of Clemmons, Village of Tobaccoville, Town of Bethania, Town of Lewisville, City of King, Town of Kernersville, City of High Point, Beeson's Cross Roads Fire Protection District, Belews Creek Fire and Rescue Protection District, City View Fire Protection District, Clemmons Fire and Rescue Protection District, Forest Hill Fire and Rescue Protection District, Griffith Fire Protection District, Gumtree Fire and Rescue Protection District, Horneytown Fire and Rescue Protection District, King of Forsyth County Fire and Rescue Protection District, Lewisville Fire and Rescue Protection District, Mineral Springs Fire Protection District, Mineral Springs Service District, Mount Tabor Fire and Rescue Protection District, Northeast Fire and Rescue Protection District, Old Richmond Fire and Rescue Protection District, Piney Grove Fire Protection District, Suburban Fire and Rescue Protection District, Salem Chapel Fire and Rescue Protection District, South Fork Fire Protection District, Talley's Crossing Fire and Rescue Protection District, Triangle Fire Protection District, Union Cross Fire and Rescue Protection District, Vienna Fire Protection District and West Bend Service District, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell, any real or personal property, and attach wages and/or other funds, of such taxpayers, for and on account thereof, in accordance with law.

Within available funds in the budget ordinance and personnel positions established, the Tax Collector may appoint employees and authorize them to perform those functions authorized by the Machinery Act of Chapter 105 of the North Carolina General Statutes and other applicable laws for current and previous years' taxes. County personnel presently in the Tax Collector's office continue to serve in their respective positions in the discretion of the Tax Collector.

Taxes on classified Motor Vehicles for 2012 and prior years are deemed uncollectible; therefore, the Forsyth County Commissioners, pursuant to G.S. 105-373(h) do hereby relieve the tax collector of the charge of collecting taxes on classified motor vehicles listed pursuant to G.S. 105-330.3(a)(1) for 2012 and prior years.

WITNESS my hand and official seal, this the _____ day of _____, 2016.

_____
MAYOR, CITY OF HIGH POINT

ATTEST:

_____
CLERK

CITY OF HIGH POINT
AGENDA ITEM

Title: Authorize Installment Financing Contract for 2015-2017 Fire & Fleet Equipment Replacement

From: Jeffrey A Moore, Financial Services Director

Meeting Date: June 20, 2016

Advertising Date / Advertised By: N/A

Public Hearing: No

Attachments: RFP response bid tabulation
Resolution Approving Financing Terms

PURPOSE:
The Financial Services Department recommends that City Council authorize the issuance of an installment financing contract for the identified 2015-2017 fire truck replacement and fleet equipment replacement needs.

BACKGROUND:
The issuance of any debt obligation (bonds, notes, financing agreements, and leases) of the City requires the authorization of the City Council. Installment financing contracts (also sometimes known as a capital or financing leases) are authorized by G.S. 160A-20.

The Adopted Annual Budget for FY2015-2016 identified replacement need for (2) fire pumpers and (1) aerial ladder truck. City Council previously approved the purchases of the listed equipment and purchase orders were issued. The newly Adopted Annual Budget for FY2016-2017 similarly identified additional replacement needs for (2) fire pumpers and (1) aerial ladder truck as well for several larger pieces of fleet equipment. Those items are: (3) side loading refuse trucks, (1) heavy duty trash compactor for landfill use, and (1) Vac-Tor mobile truck. This equipment will be financed over 5 year period. The fire trucks will be financed for 10 years.

The Financial Services Department sent requests for proposals to 27 financial and leasing institutions, and received 10 responses, seven (7) of which were responsive and conforming to the specifications for the proposal. I recommend that City Council accept the bid with the lowest total cost of financing and meeting specifications, and award the financing agreement to Bank of America Public Capital Corp who provided the City with a very favorable interest rates of 1.5048% and 1.7905% respectively. A summary of the bid results is attached for your information.

The bid results were evaluated on the initial proposal which requested estimated funding not to exceed $5,700,000 as budgeted. The combined repayment will be $205,231.18 quarterly for a total repayment of $6,129,307.12.

BUDGET IMPACT:
The Annual Budget for FY2015-16 included the fire truck costs of $1,700,000 as well as the proceeds from the installment contract financing for $1,700,000. The Annual Budget for FY2016-17 included the fire truck and fleet replacement costs of $4,000,000 as well as the proceeds from the installment contract financing for $4,000,000. The quarterly debt service payments are included in the Fleet Services and Fire Department operating budgets for FY2016-2017 and will be provided through July 2021 and July 2026 respectively.

RECOMMENDATION / ACTIONS REQUESTED:
City Council is requested to authorize the City Manager and Financial Services Director to accept the proposal for the installment financing contract with Bank of America Public Capital Corp, to authorize the borrowing as evidenced in the attached resolution, and to prepare and execute the necessary documents in connection with the financing agreement.

Resolution Approving Financing Terms

WHEREAS: The City of High Point ("City") has previously determined to undertake a project for the acquisition of certain fleet equipment needs of the City (the "Project"), and the Financial Services Director has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED, as follows:

1. The City hereby determines to finance the Project through Bank of America Public Capital Corp ("Bank"), in accordance with the proposal dated May 31, 2016. The amount financed shall not exceed $5,700,000.00 in two traunches: (1) $2,000,000 - the annual interest rate (in the absence of default or change in tax status) therefor shall not exceed 1.5048%, and the financing term shall not exceed five (5) years from closing; and (2) $3,700,000 - the annual interest rate (in the absence of default or change in tax status) therefor shall not exceed 1.7905%, and the financing term shall not exceed ten (10) years from closing.

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. The City Manager, Gregory Demko, and Financial Services Director, Jeffrey A. Moore, of this City (the officer or officers authorized to act pursuant hereto being hereinafter designated as "authorized officers"), be, and they hereby are authorized, directed and empowered, acting jointly or singly, in the name of this City, to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution. The Financing Documents shall include a Financing Agreement and a Project Fund Agreement as Bank may request.

3. The Financial Services Director is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Financial Services Director is authorized to approve changes to any Financing Documents previously signed by City officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Financial Services Director shall approve, with the Financial Services Director's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The City shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The City hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code 265(b)(3).

5. All prior actions of City officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

BE IT FURTHER RESOLVED: That Bank is authorized to act upon this resolution until written notice of its revocation is delivered to Bank, and that the authority hereby granted shall apply with equal force and effect to the successors in office of the officers herein named.

I, Lisa Vierling, City Clerk of the City of High Point, NC, an instrumentality of the State of _North Carolina_ hereby certify that the foregoing is a full, true and correct copy of a resolution of the City Council of said City, duly and regularly passed or adopted by said City Council as required by law and by the by-laws of said City on June 20, 2016, that said resolution is still in full force and effect and has not been

amended or revoked and that set forth below are specimen signatures of the officers authorized to sign for said City by virtue of said resolution.

IN WITNESS WHEREOF, I have signed as such City Clerk and affixed the corporate seal of said City on June ____, 2016.

SPECIMEN SIGNATURES:

(If the certifier is among those authorized to sign, another authorized officer must also sign this Certificate)

Corporate Seal Here

_____
Signature)

_____
(Signature)

_____, City Clerk
(Signature of authorized certifier) Title

CITY OF HIGH POINT, NC
An instrumentality of the State of North Carolina

City of High Point
Lease-Purchase Bid Tabulation
$5,700,000
2015-2016 (2) fire pumpers (1) fire aerial ladder
2016-2017 (2) fire pumpers; (1) fire ladder truck; (3) side-loading refuse trucks
(1) heavy duty trash compactor for landfill use, and (1) VacTor mobile truck

Institution	Rate %	Term Yrs	Quarterly Payment	Total of Payments	Rate %	Term Yrs	Quarterly Payment	Total of Payments		
AEL Financial	Declined to Bid									
Bank of America	**1.50480%**	**5**	**103,997.01**	**$ 2,079,940.24**	**1.79050%**	**10**	**101,234.17**	**$ 4,049,366.88**		**$ 6,129,307.12**
Capital Bank	1.75000%	5		$ 2,091,875.00	2.06000%	10		$ 4,090,627.60	+$5000 closing	$ 6,187,502.60
Capital One Finance	Non-Responsive-required amortization schedules not provided							$ -		$ -
High Point Bank	2.35000%	5	106,374.89	$ 2,127,497.74	2.57500%	10	105,406.77	$ 4,216,270.88		$ 6,343,768.62
NewBridge Bank/Yadkin Bank	2.29700%	5	106,140.00	$ 2,123,150.00	2.90100%	10	106,900.00	$ 4,276,350.00		$ 6,399,500.00
Regions Bank	Declined to Bid							$ -		$ -
Santander Capital	1.79000%	5	104,765.18	$ 2,095,303.60	2.22000%	10	$ 103,402.49	$ 4,136,099.60		$ 6,231,403.20
US Bank	1.52100%	5	104,040.61	$ 2,080,812.11	1.94400%	10	$ 102,006.01	$ 4,080,240.57		$ 6,161,052.68
Whitney Eqpt Financing/Hancock Bank	1.60500%	5	104,266.55	$ 2,085,331.00	1.93100%	10	101,940.52	$ 4,077,620.80	+$600 closing	$ 6,163,551.80

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 May 24, 2016 and before the City Council of the City of High Point on June 20, 2016 regarding **Zoning Case 16-10** a proposed amendment to the Official Zoning Map of the "City of High Point Development Ordinance";

WHEREAS, notice of the public hearings were published in the High Point Enterprise on May 15, 2016, for the Planning and Zoning Commission public hearing and on June 8, 2016 and June 15, 2016, 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 **June 20, 2016.**

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 Light Industrial (CZ-LI) District.** The property is approximately 1.78 acres and lying north of W. Fairfield Road and east of Emerson Street (506 W. Fairfield Road and 559 Emerson Street). The property is also known as Guilford County Tax Parcels 0179382 and 0179390.

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 Light Industrial (LI) District and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the LI District and the specific conditions listed in this ordinance.

Part II. CONDITIONS:

A. Landscaping, Buffers and Screening: A minimum 20-foot wide Type C planting yard and a minimum 5-foot high opaque fence shall be installed along the Emerson Street frontage of the zoning site. The opaque fence shall be installed within the interior of the site behind the planting yard.

B. Transportation Conditions.

1. Access: Access to Emerson Street shall be restricted to the existing private drive (abandoned Copeland Avenue) lying at the northern boundary of the zoning site.

2. Other Transportation Conditions: The City of High Point Director of Transportation shall approve the exact location and design of all access points. In addition, the Director of Transportation and the North Carolina Department of Transportation (NCDOT), if applicable, shall approve all construction and improvements.

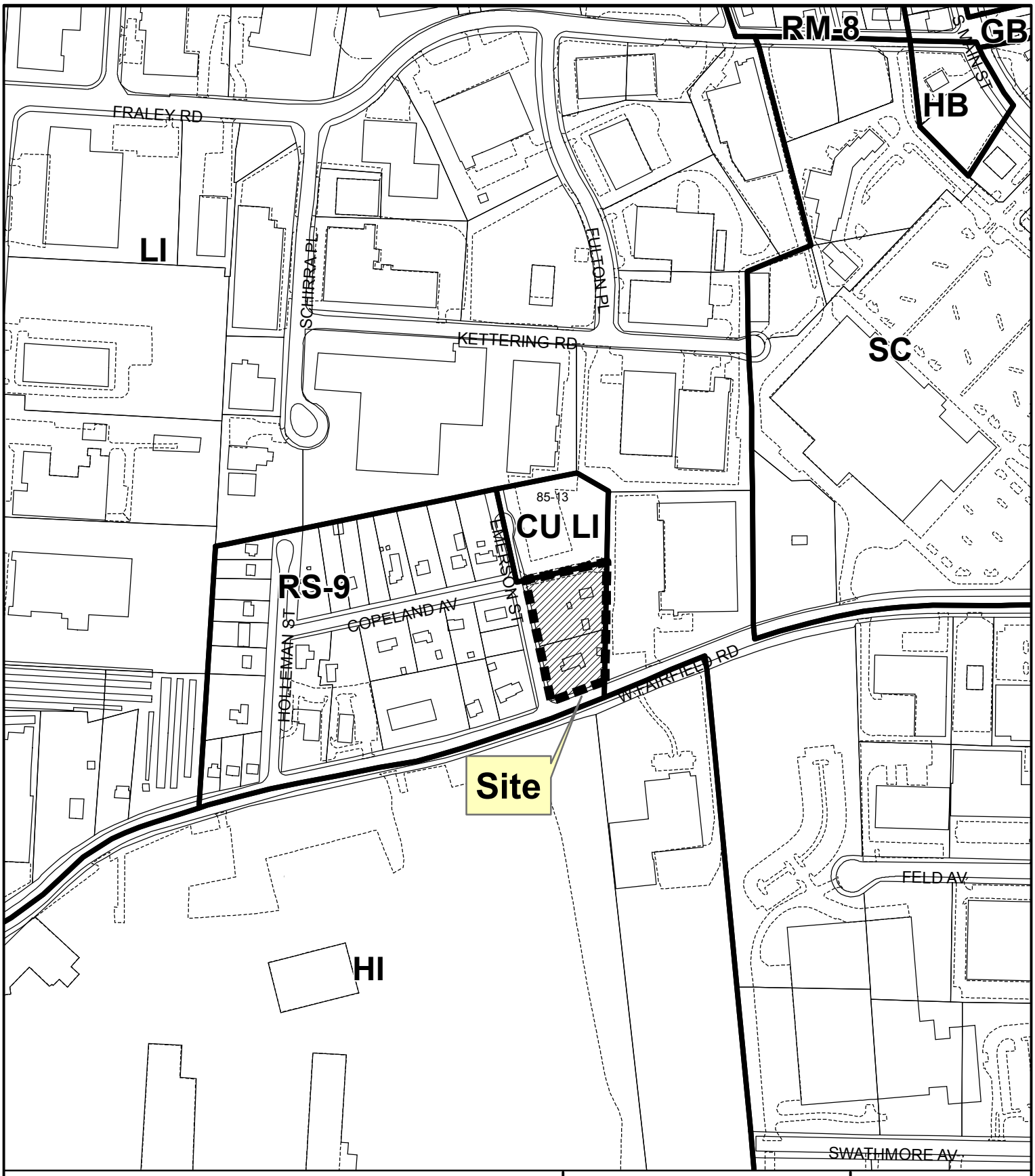
SECTION 3
That plans for any development on the property described herein shall be pursued in accordance with this conditional zoning district and shall be submitted to the City of High Point and other approval authorities for review in the same manner as other such plans that are required to be approved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

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

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

SECTION 6.
This ordinance shall become effective upon the date of adoption.
20th day of **June, 2016.**

Lisa B. Vierling, City Clerk



ZONING MAP AMENDMENT ZA16-10

From: Residential Single Family-9
To: Conditional Zoning Light Industrial

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

Planning & Development Department

City of High Point

Date: May 9, 2016

N

Scale: 1"=400'

G:/Planning/Secure/ba-pz/2016/pz/za16-10.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 April 26, 2016 and before the City Council of the City of High Point on May 16, 2016 regarding **Zoning Case 16-04** a proposed amendment to the Official Zoning Map of the "City of High Point Development Ordinance";

WHEREAS, notice of the public hearings were published in the High Point Enterprise on April 17, 2016, for the Planning and Zoning Commission public hearing and on May 4, 2016 and May 11, 2016, 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 **June 20, 2016.**

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 Residential Single Family-7 (CZ RS-7) District.** The property is approximately 58.4 acres and is lying north of N. Main Street and east of Delray Avenue *(4024 North Main Street)* and is also known as Forsyth County Tax Parcel 6882-87-3851.00.

north and northeast of the intersection of N. Main Street and Cedarwood Trail. This intersection is approximately 730 feet east of the intersection of N. Main Street and Horneytown Road. The property is also

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 Residential Single Family-7 (RS-7) District shall be permitted, subject to the development and dimensional requirements of the Development Ordinance and subject to the specific conditions listed in this ordinance.

Part II. CONDITIONS:

A. Development and Dimensional Requirements.
The site shall be limited to a maximum of 150 dwelling units in Tract I. No dwelling units will be developed on Tract II until a zoning map amendment is approved for of this tract.

B. Sketch Plan: The purpose of the Sketch Plan is to illustrate Tract I and Tract II "Future Development" referred to in this ordinance.

C. Landscaping, Buffers and Screening.
1. A minimum twenty (20) foot wide street yard planted at a Type C rate shall be provided along the N. Main Street frontage of the zoning site.
2. Fencing, Wall or Similar Barriers: In the event fences, walls or similar barriers are erected along the common areas abutting the N. Main Street right-of-way; or the rear/side yards of lots within the vicinity of the N. Main Street right-of-way, then a common fencing, wall or similar barrier plan shall be provided. This plan shall be provided prior to Preliminary Plat approval on the rezoning site.

D. Transportation Conditions.

1. Access
   a. The rezoning site shall be limited to one point of access to N. Main Street. Subject to North Carolina Department of Transportation (NCDOT) approval, this access point shall consist of realigning Delray Drive to intersect N. Main Street opposite Cedarwood Trail. The realignment of Delray Avenue shall be completed as part of the first phase of development of the rezoning site.
   b. No lot shall have direct access to N. Main Street.
   c. The developer shall provide two public street right-of-way stubs to the sites southern boundary
   d. Construction vehicles will be limited to the N. Main Street entrance.

2. Improvements
   a. Turn Lanes: The property owner shall provide a westbound right turn lane at the intersection of N. Main Street and Delray Avenue/Cedarwood Trail.
   b. The property owner shall connect to Monteray Circle and shall improve Monteray Circle from the western property boundary of the zoning site to the existing pavement to minimum NCDOT standards.
   c. Access through the unimproved right-of-way of Thomas Road shall be determined at the time Tract II, labeled "Future Development", is rezoned.

3. Other Transportation Conditions
   The City of High Point Director of Transportation and the North Carolina Department of Transportation (NCDOT) shall approve all transportation construction and improvements.

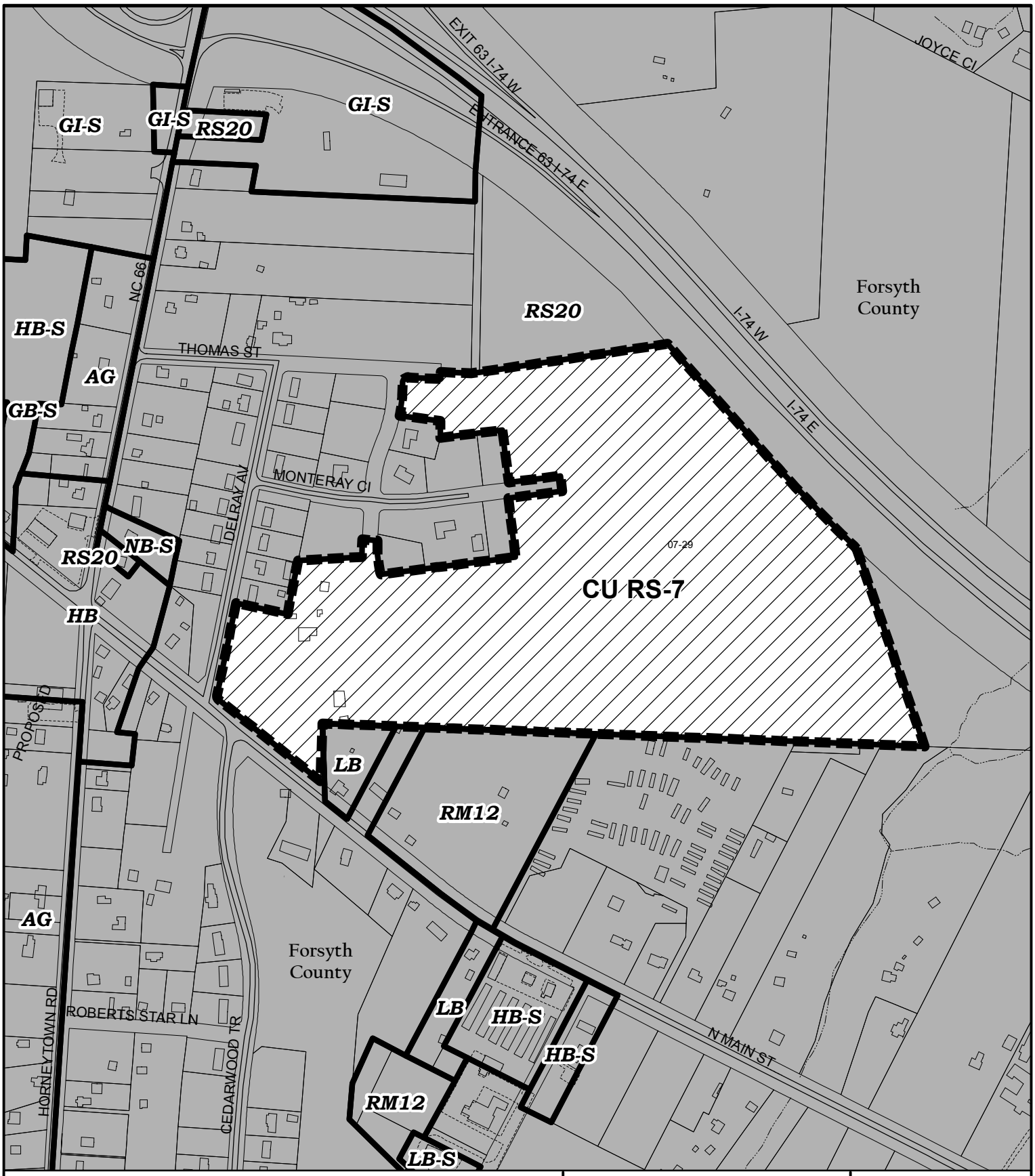
SECTION 3
That plans for any development on the property described herein shall be pursued in accordance with this conditional zoning district and shall be submitted to the City of High Point and other approval authorities for review in the same manner as other such plans that are required to be approved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

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

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

SECTION 6.
This ordinance shall become effective upon the date of adoption.
20th day of **June, 2016.**

Lisa B. Vierling, City Clerk



ZONING MAP AMENDMENT ZA16-04

From: Conditional Use Residential Single Family-7
To: Conditional Zoning Residential Single Family-7

Existing Zoning Boundary
Subject Property Boundary

Planning & Development Department

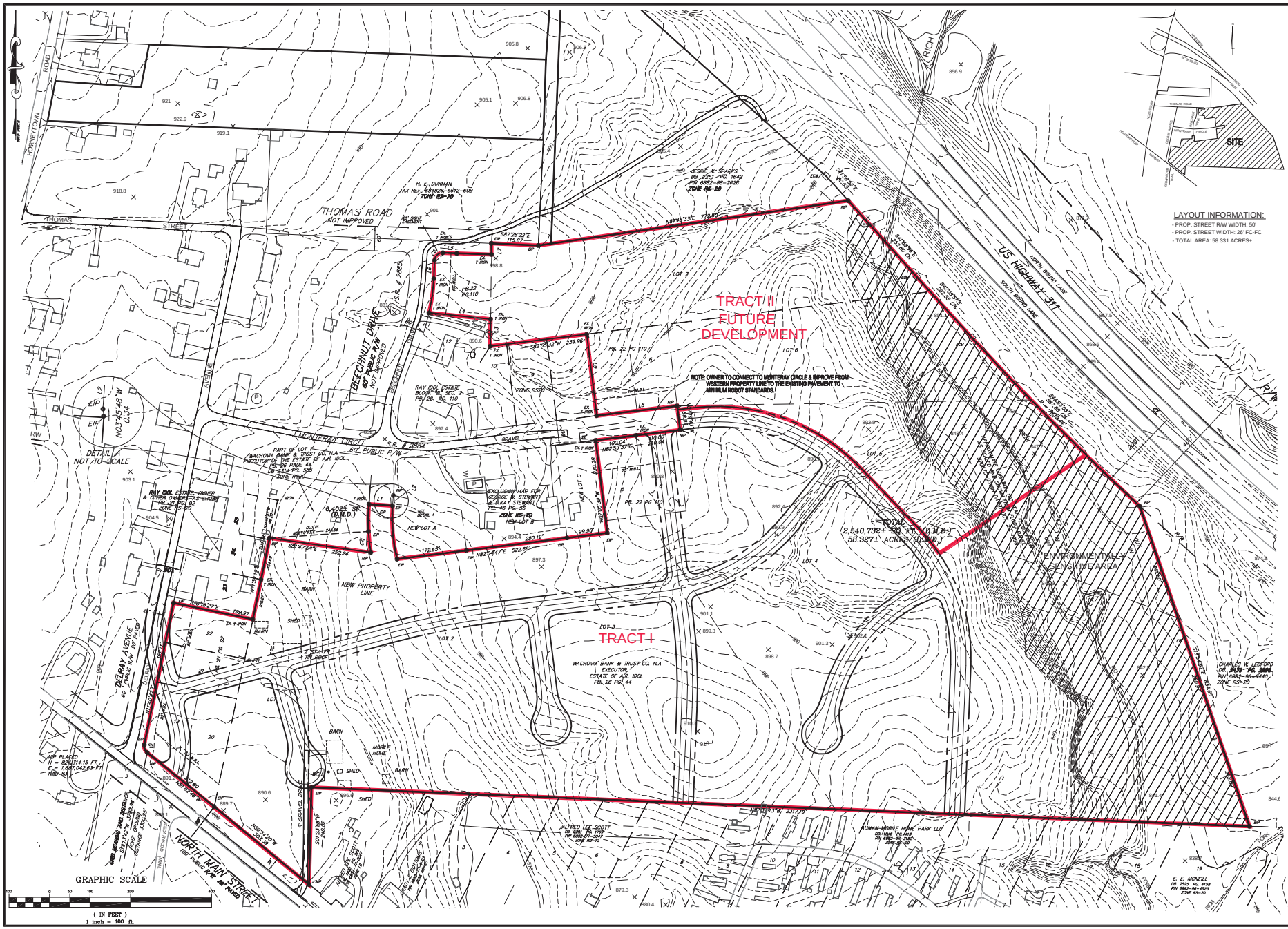
City of High Point

Date: March 9, 2016

N

Scale: 1"=500'

G:/Planning/Secure/ba-pz/2016/pz/za16-04.mxd



REVISIONS

REV1: 02-09-16, ADD C04-C2-5AC, LOTS & OPEN SPACE / COMMON AREA

REV2: 02-18-16, SHIFT OPEN SPACE / COMMON AREA LINE, ADJ. LOTS / GRADES

REV3: 02-25-16, SHOW ENVIRONMENTALLY SENSITIVE AREA

REV4: 04-15-16, CONDITION USE PERMIT CHANGES

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

PRELIMINARY

PRELIMINARY SKETCH PLAN

FOR

DENNIS BUNKER

DELRAY & MONTERAY DRIVES
ABBOTTS CREEK TOWNSHIP, FORSYTH COUNTY
CITY OF HIGH POINT, NORTH CAROLINA

PRELIMINARY SKETCH PLAN

SCALE:	1" = 100'
DATE:	06-25-14
PROJECT:	1320-14
DRAWN BY:	MV
SHEET	1

CITY OF HIGH POINT
AGENDA ITEM

Title: Ward Water Treatment Plant Safety Improvements

From: Terry Houk – Public Services Director
William Frazier, Laboratory Manager
Wendell Pickett, Water Plant Superintendent

Meeting Date: June 20, 2016

Public Hearing: N/A

Advertising Date: May 25, 2016
Advertised By: City of High Point

Attachments: Attachment A – 65-060216 Bid Tabulation
Attachment B – Bid Recommendation Letter

PURPOSE:
The City budgets funds to address safety issues at the Ward Water Treatment Plant.

BACKGROUND:
Safety issues were identified during inspections that require the City to correct to avoid potential OSHA issues. The issues were: Replacement of safety showers, a leaking chemical tank and replacement of hypochlorite day tanks and the feed pumps.

The work to address these issues was issued in Bid 32-041515. Bids were received on June 2, 2016 from three (3) companies. The low bidder is T.A Loving Company.

BUDGET IMPACT:
Funds for this project are in the following account: **421779-533701-421141026620-40202**

RECOMMENDATION / ACTION REQUESTED:
Public Services is recommending that Council approve awarding contract to T. A. Loving Company in the amount of $483,000 to correct these safety issues.

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Public Services

COUNCIL AGENDA DATE: June 20, 2016

BID NO.: 65-060216 CONTRACT NO.: DATE OPENED:

DESCRIPTION:

Ward Water Treatment Plant - Safety Improvements including replacing a leaking chemical tank and replacing all hypochlorite day tanks and feed pumps.

PURPOSE:

Safety Improvements including replacing a leaking chemical tank and replacing all hypochlorite day tanks and feed pumps.

COMMENTS:

This project will address multiple safety improvements for the Ward Water Treatment Plant.

RECOMMEND AWARD TO: T.A. Loving AMOUNT: 483,000.00

JUSTIFICATION:

The lowest bidder on complete project, T.A. Loving, is a properly licensed utility contractor and capable of performing the work required by the Contract. T.A. Loving has also successfuly completed other projects at this facility.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
421779	533701	421141026620	40202	$483,000.00
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: Terry Houk Digitally signed by Terry Houk DN: cn=Terry Houk, o=City of High Point, ou=Public Services, email=terry.houk@highpointnc.gov, c=US Date: 2016.06.07 16:41:20 -04'00' DATE: Jun 7, 2016

The Purchasing Division concurs with recommendation submitted by the Public Services and recommends award to the lowest responsible, responsive bidder T.A. Loving in the amount of $ 483,000.00.

PURCHASING MANAGER: Erik S. Conti Digitally signed by Erik S. Conti DN: cn=Erik S. Conti, o, ou, email=erik.conti@highpointnc.gov, c=US Date: 2016.06.08 08:14:38 -04'00' DATE: Jun 8, 2016

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Jeffrey A. Moore Digitally signed by Jeffrey A. Moore DN: cn=Jeffrey A. Moore, o=City of High Point, NC, ou=Financial Services Director, email=jeff.moore@highpointnc.gov, c=US Date: 2016.06.10 09:54:58 -04'00' DATE: Jun 10, 2016

CITY MANAGER: Greg Demko Digitally signed by Greg Demko DN: cn=Greg Demko, o=High Point, ou=High Point, email=greg.demko@highpointnc.gov, c=US Date: 2016.06.13 16:59:55 -04'00' DATE: Jun 10, 2016

DAVIS • MARTIN • POWELL
ENGINEERS & SURVEYORS

June 7, 2016

Re: City of High Point, NC
Ward WTP
Bid No. 65-060216
DMP Project No. 150501 (AL)

Mt. 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 2, 2016 for the above referenced project. A total of three (3) bids were submitted and read, as summarized below.

This project was setup with a Base Bid for Safety Improvements only, and with alternate bid items for replacing a leaking chemical tank (B1) and replacing all hypochlorite day tanks and feed pumps (B2).

The alternates were setup in this fashion due to the anticipated availability of funds.

	Muter Construction	T.A. Loving	Gilbert Engineering
Base Bid	$ 202,669.00	$ 221,400.00	$ 242,000.00
Base + B1	$ 252,651.00	$ 252,000.00	$ 308,000.00
Base + B1 + B2	$ 571,367.00	$ 483,000.00	$ 633,000.00

Muter Construction was the low bidder if only the Base Bid Safety improvements are awarded. T.A. Loving Company would be the lowest bidder if either or both Alternate bids are awarded. TA Loving's price for the complete project including alternates (B1 & B2) is considerably less than the other bidders, and is the most cost effective way to upgrade the hypochlorite feed system. It is our understanding that funding has been identified for the complete project.

The lowest bidder on the complete project, TA Loving Company, is a properly licensed utility contractor and is capable of performing the work required by the Contract. TA Loving has also successfully completed other projects at the Ward WTP.

Based upon the information presented above, DMP recommends the City of High Point City Council consider awarding this contract to TA Loving Company in the amount of $483,000.

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) has been requested.

We greatly appreciate the opportunity to provide this design service for the City and look forward to the project's timely and satisfactory completion.

T: 336-886-4821 • F: 336-886-4458 • License: F-0245
6415 Old Plank Road, High Point, NC 27265 • www.dmp-inc.com

If you have any questions or need additional information, please feel free to call.

Sincerely,

DAVIS • MARTIN • POWELL & ASSOCIATES

Ben Palmer /dd

Ben Palmer, PE

/dd

c: Mr. Erik Conti
File

CITY OF HIGH POINT
WARD WATER TREATMENT PLANT
SAFETY CHEMICAL FEED IMPROVEMENTS
CHP #65-060216

BID TABULATION

DAVIS • MARTIN • POWELL
ENGINEERS & SURVEYORS

ITEM	DESCRIPTION	Muter Construction LLC 100 N. Arendell Avenue Zebulon, NC 27597 AMOUNT	T.A. Loving Company PO Drawer 919 Goldsboro, NC 27533 AMOUNT	Gilbert Engineering Company PO Box 828 Statesville, NC 28687 AMOUNT
PART A - BASE BID SAFETY IMPROVEMENTS				
A1.	Caustic Bulk Storage Area	$74,944.00	$88,500.00	$86,000.00
A2.	Hypochlorite Bulk Storage Area	$60,964.00	$54,000.00	$70,000.00
A3.	Polymer Building	$66,761.00	$78,900.00	$86,000.00
	TOTAL BASE BID: (Sum of Items A1, A2 & A3)	**$202,669.00**	**$221,400.00**	**$242,000.00**
PART B - ALTERNATE BID ITEMS - CHEMICAL FEED IMPROVEMENTS				
B1.	Hypochlorite Day Tank Replacement	$49,982.00	$30,600.00	$66,000.00
B2.	Hypochlorite Feed Improvements	$318,716.00	$231,000.00	$325,000.00
		MANUFACTURER	**MANUFACTURER**	**MANUFACTURER**
B3	33 16 10 Chemical Storage Tank		Poly-Processing	Poly-Processing
	46 33 33.45 Chemical Feed Pump		Milton Roy	Milton Roy
PART C - ALTERNATE BID ITEMS - PREFERRED EQUIPMENT				
C1.	Provide Milton Roy Chemical Pumps	$0.00	$0.00	$0.00
	Division of Work			
	General Construction	Muter Construction LLC	TA Loving Co	Gilbert Engineering Company
	Electrical Construction	A&J Electrical	Via Electric Co	A&J Electrical
	Plumbing Construction	Carter Industrial	Industrial HVAC	Gilbert Engineering Company

THIS IS TO CERTIFY THAT THIS TABULATION IS CORRECT AND A TRUE AND ACCURATE COPY OF THE BIDS SUBMITTED, THIS THE 2ND DAY OF JUNE, 2016.

Davis • Martin • Powell & Associates

By: _____
Michael L. Slusher

PUBLIC SERVICES DEPARTMENT
TERRY L. HOUK, DIRECTOR

Date: June 17, 2016

To: Randy McCaslin, Deputy City Manger
Cindy-Duncan Smith, Executive Assistant

From: Terry L. Houk, Public Services Director

Subject: Supplemental Information on Ward Water Treatment Agenda Item

Per our discussion, below is a breakdown of the bids and how we have arrived at the $483,000 award recommendation:

	Muter Construction	TA Loving Company	Gilbert Engineering
A1 – Base Bid	$ 202,669.00	$ 221,400.00	$ 242,000.00
B1 – Alt Bid #1	$ 49,982.00	$ 30,600.00	$ 66,000.00
B2 – Alt Bid #2	$ 318,716.00	$ 231,000.00	$ 325,000.00
Total (A1+B1+B2)	**$ 571,367.00**	**$ 483,000.00**	**$ 633,000.00**

In summary, each bid Item included the following:

Base Bid (A1) – Furnish and install emergency eyewash/shower units & provisions for tepid water (i.e. heater) at the Bulk Caustic Storage area, Polymer Building and Bulk Hypochlorite Storage area.

Alt Bid #1 (B1) – Replace one (1) existing 1,500-gallon Hypochlorite Day Tank, which is currently leaking and unusable.

Alt Bid #2 (B2) – Replace one (1) existing 1,500-gallon Hypochlorite Day Tank; replace the existing Hypo feed pumps with six (6) new feed pumps.

Looking back, the summary table in the recommendation letter is confusing – the intent was to show the total pricing for the following options:

1) Base Bid only
2) Base Bid + Alt Bid #1
3) Based Bid + Alt Bid #1 + Alt Bid #2

If you have any questions or need further clarification, please let me know. Thanks.

City of High Point, P.O. Box 230, 211 South Hamilton Street, High Point, NC 27261 USA
Fax: 336.883.1675 Phone: 336.883.3215 TDD: 336.883.8517

CITY OF HIGH POINT
AGENDA ITEM

Title: Interlocal Agreement – Animal Shelter and Control Services

From: Randy McCaslin, Deputy City Manager

Meeting Date: June 20, 2016

Public Hearing: No

Advertising Date / Advertised By: N/A -

Attachments: Interlocal Agreement
Resolution

PURPOSE:
The City needs to renew its Interlocal Agreement with Guilford County the provision of Animal Shelter and Control Services.

BACKGROUND:
The City's current Interlocal Agreement with Guilford County for provision of the Animal Shelter and Control Services expires on June 30, 2016. The amended Interlocal Agreement is for a period of five (5) years - July 1, 2016 – June 30, 2021.

BUDGET IMPACT:
N/A

RECOMMENDATION / ACTION REQUESTED:
Council is requested to adopt a resolution authorizing the Mayor to execute the amended Interlocal Agreement with Guilford County for the period of July 1, 2016- June 30, 2021 for the provision of Animal Shelter and Control Services.

NORTH CAROLINA
GUILFORD COUNTY

INTERLOCAL AGREEMENT BETWEEN THE CITY OF HIGH POINT AND THE COUNTY OF GUILFORD FOR THE PROVISION OF ANIMAL SHELTER AND CONTROL SERVICES

This is an Interlocal cooperation agreement made and entered into this the 19th day of May, 2016, by and between the City of High Point, a municipal corporation in the State of North Carolina (hereinafter called the "CITY"), and Guilford County, North Carolina, a body politic and corporate (hereinafter called the "COUNTY"), collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the North Carolina General Statutes in Chapter 160A, Article 20, provide that units of local government may enter into agreements in order to execute an undertaking providing for the continual exercise by one unit of any power, function or right, including the provision of animal control and shelter services; and

WHEREAS, in 1955, the General Assembly authorized the COUNTY, the CITY and the City of High Point to jointly construct and operate an animal shelter; and

WHEREAS, on December 2, 1955, the CITY and the COUNTY entered into an agreement and amended it on October 16, 1959 and on July 5, 1961, whereby the Parties agreed to the contractual arrangement for the operation of an animal shelter in Guilford County; and

WHEREAS, on June 1, 2011, the CITY and COUNTY entered into an agreement (Guilford County Contract No. 42120-03/11-174) agreeing that it was in the best interest of both parties that the COUNTY assume full financial responsibility for the animal shelter; and

WHEREAS, the governing bodies of the CITY and COUNTY have ratified this Interlocal Agreement by resolutions being recorded in their respective minutes; and

WHEREAS, it is now desirable and in the mutual best interest of the CITY and the COUNTY that both parties enter into an amendment for the operation of an animal shelter in accordance with the terms and conditions hereinafter set out.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants, terms and conditions contained herein accruing to the benefit of each of the respective parties hereto, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Term of Agreement. This Interlocal Agreement shall continue for five (5) years, from July 1, 2016 to June 30, 2021, unless terminated pursuant to the terms herein.

2. Animal Shelter. The CITY and COUNTY agree that the COUNTY will maintain full financial responsibility for the operation of the Guilford County Animal Shelter. Such responsibility includes all current and future capital expenditures related to the operation of the Guilford County Animal Shelter. The COUNTY acknowledges that the CITY continues to own a one-eighths (1/8) undivided ownership interest of the Guilford County Animal Shelter located at 4525 West Wendover Avenue, Greensboro, North Carolina.

3. Animal Control. **The CITY agrees to continue to enforce its own animal control laws and provide its own animal control services within the corporate limits to citizens of the CITY of High Point and meet their needs in a courteous, professional, efficient, productive and cost-effective manner.**

4. Liability. The COUNTY shall provide legal support and representation to its employees performing work under this agreement. The COUNTY shall handle all claims arising out of its animal control services and its operation of the animal shelter. The COUNTY agrees that the CITY shall have no responsibility or liability regarding any such claims.

5. Termination. This Interlocal Agreement may be terminated by either party by providing twelve months notice prior to the start of the next fiscal year.

6. Amendments. This Agreement may be amended from time to time upon mutual consent of the governing bodies of the CITY and COUNTY as expressed in writing.

7. Prior Agreements. All other provisions of the initial Contract, as amended, are hereby ratified and shall continue in full force and effect without change, unless and until revised upon mutual written Agreement of the Parties, or terminated as provided herein.

8. In accordance with N.C.G.S. §143C-6A-5 and other applicable sections of N.C.G.S. §143C-6A regarding the Iran Divestment Act of 2015, each Party hereby certifies that it is not identified on the State Treasurer's list of persons which the Treasurer has determined engage in investment activities in Iran, including any subcontractors of either Party.

9. The PARTIES agree that this Agreement is subject to the jurisdiction and laws of the State of North Carolina, and both PARTIES agree to comply with all applicable laws. Any controversies arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement, as amended, in their respective names and titles, by their proper officials, all by the authority of appropriate resolutions of the governing bodies of each of the taxing units, duly adopted, as of the day and year first written above.

ATTEST:

By: _____
Clerk to Board

GUILFORD COUNTY

By: _____ 5-31-16
Marty K. Lawing, County Manager

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT

By: N/A
County Finance Director

ATTEST:

By: _____
City Clerk

THE CITY OF HIGH POINT

By: _____
~~City Manager~~ William S. Bencini, Jr.
Mayor

APPROVED AS TO FORM
LEGAL SUFFICIENCY

By: _____
City Attorney

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT

By: _____
City Finance Officer

RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HIGH POINT AND GUILFORD COUNTY FOR THE PROVISION OF ANIMAL SHELTER AND CONTROL SERVICES

BE IT RESOLVED by the High Point City Council that the attached Interlocal Agreement between the CITY OF HIGH POINT and GUILFORD COUNTY for the provision of animal control and shelter services, is hereby ratified as required by N.C.G.S. 160A, Article 20.

BE IT FURTHER RESOLVED that the Mayor and the City Clerk are hereby authorized to execute the said agreement, on behalf of the City of High Point, subject to a pre-audit certificate thereon by the City Finance Director, and approval as to form by the City Attorney.

BE IT FURTHER RESOLVED that this resolution ratifying interlocal cooperation between the City of High Point and Guilford County is hereby spread upon the minutes of the High Point City Council.

Adopted by the High Point City Council, this 20TH day of June, 2016

_____
William S. Bencini, Jr., Mayor

ATTEST:

_____ [SEAL]
Lisa B. Vierling
High Point City Clerk

1601 E Green Drive

7 month Property UPGRADE Plan

June 20 2016

• July 20, 2016	Pull Proper Permits for property upgrades Repair / replace windows Maintain exterior grass and trash Establish list of contractor's performing upgrades
• August 20,2016	Electrical contractor/electrical upgrades Maintain exterior grass and trash Exterior building repairs
• Sept 20,2016	Exterior painting / repairs Plumbing contractors upgrades Maintain exterior grass and trash
• October 20,2016	Exterior painting Roof Inspection Maintain grass and trash exterior Mechanical contractor's upgrades
• November 20, 2016	Maintain Grass and trash exterior Exterior painting House inspection Interior paint and repairs
• December 20, 2016	Punch List repairs

Ami Kennedy 7046522281

NORTH CAROLINA

FORSYTH COUNTY

ORDER OF THE COUNCIL OF THE CITY OF HIGH POINT
IN ACCORDANCE WITH G.S. 105-373, G.S. 105-321, G.S.105-330.3 and G.S. 153A-156
FOR THE COLLECTION OF 2015 AND PRIOR YEARS' TAXES

TO: JOHN T. BURGISS, RES
TAX COLLECTOR OF FORSYTH COUNTY, CITY OF WINSTON-SALEM, VILLAGE OF CLEMMONS, VILLAGE OF TOBACCOVILLE, TOWN OF LEWISVILLE, TOWN OF RURAL HALL, TOWN OF WALKERTOWN, CITY OF KING, TOWN OF KERNERSVILLE, TOWN OF BETHANIA, CITY OF HIGH POINT

You are hereby authorized, empowered, and commanded to collect the taxes remaining unpaid as set forth in the 2007 through 2015 tax records filed in the Office of the Forsyth County Tax Collector, and in the tax receipts herewith delivered to you in the amounts and from the taxpayers likewise therein set forth. You are further authorized, empowered, and commanded to collect the 2007 through 2015 taxes charged and assessed as provided by law for adjustments, changes, and additions to the tax records and tax receipts delivered to you which are made in accordance with law. Such taxes are hereby declared to be a first lien on all real property of the respective taxpayers in Forsyth County, City of Winston-Salem, Town of Rural Hall, Town of Walkertown, Village of Clemmons, Village of Tobaccoville, Town of Bethania, Town of Lewisville, City of King, Town of Kernersville, City of High Point, Beeson's Cross Roads Fire Protection District, Belews Creek Fire and Rescue Protection District, City View Fire Protection District, Clemmons Fire and Rescue Protection District, Forest Hill Fire and Rescue Protection District, Griffith Fire Protection District, Gumtree Fire and Rescue Protection District, Horneytown Fire and Rescue Protection District, King of Forsyth County Fire and Rescue Protection District, Lewisville Fire and Rescue Protection District, Mineral Springs Fire Protection District, Mineral Springs Service District, Mount Tabor Fire and Rescue Protection District, Northeast Fire and Rescue Protection District, Old Richmond Fire and Rescue Protection District, Piney Grove Fire Protection District, Suburban Fire and Rescue Protection District, Salem Chapel Fire and Rescue Protection District, South Fork Fire Protection District, Talley's Crossing Fire and Rescue Protection District, Triangle Fire Protection District, Union Cross Fire and Rescue Protection District, Vienna Fire Protection District and West Bend Service District, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell, any real or personal property, and attach wages and/or other funds, of such taxpayers, for and on account thereof, in accordance with law.

Within available funds in the budget ordinance and personnel positions established, the Tax Collector may appoint employees and authorize them to perform those functions authorized by the Machinery Act of Chapter 105 of the North Carolina General Statutes and other applicable laws for current and previous years' taxes. County personnel presently in the Tax Collector's office continue to serve in their respective positions in the discretion of the Tax Collector.

Taxes on classified Motor Vehicles for 2012 and prior years are deemed uncollectible; therefore, the Forsyth County Commissioners, pursuant to G.S. 105-373(h) do hereby relieve the tax collector of the charge of collecting taxes on classified motor vehicles listed pursuant to G.S. 105-330.3(a)(1) for 2012 and prior years.

WITNESS my hand and official seal, this the 20th day of June, 2016.

MAYOR, CITY OF HIGH POINT

ATTEST:

CLERK

NORTH CAROLINA

FORSYTH COUNTY

ORDER OF THE COUNCIL OF THE CITY OF HIGH POINT
IN ACCORDANCE WITH G.S.105-321, G.S. 153A-156 AND G.S. 160A-215.2
FOR THE COLLECTION OF 2016 TAXES

TO: JOHN T. BURGISS, RES
TAX COLLECTOR OF FORSYTH COUNTY, CITY OF WINSTON-SALEM,
VILLAGE OF CLEMMONS, VILLAGE OF TOBACCOVILLE, TOWN OF LEWISVILLE,
TOWN OF RURAL HALL, TOWN OF WALKERTOWN, CITY OF KING,
TOWN OF KERNERSVILLE, TOWN OF BETHANIA, CITY OF HIGH POINT

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the 2016 tax records filed in the Office of the Forsyth County Tax Collector, and in the tax receipts herewith delivered to you in the amounts and from the taxpayers likewise therein set forth. You are further authorized, empowered, and commanded to collect the 2016 taxes charged and assessed as provided by law for adjustments, changes, and additions to the tax records and tax receipts delivered to you which are made in accordance with law. Such taxes are hereby declared to be a first lien on all real property of the respective taxpayers in Forsyth County, City of Winston-Salem, Town of Rural Hall, Town of Walkertown, Village of Clemmons, Village of Tobaccoville, Town of Bethania, Town of Lewisville, City of King, Town of Kernersville, City of High Point, Beeson's Cross Roads Fire Protection District, Belews Creek Fire and Rescue Protection District, City View Fire Protection District, Clemmons Fire and Rescue Protection District, Forest Hill Fire and Rescue Protection District, Griffith Fire Protection District, Gumtree Fire and Rescue Protection District, Horneytown Fire and Rescue Protection District, King of Forsyth County Fire and Rescue Protection District, Lewisville Fire and Rescue Protection District, Mineral Springs Fire Protection District, Mineral Springs Service District, Mount Tabor Fire and Rescue Protection District, Northeast Fire and Rescue Protection District, Old Richmond Fire and Rescue Protection District, Piney Grove Fire Protection District, Suburban Fire and Rescue Protection District, Salem Chapel Fire and Rescue Protection District, South Fork Fire Protection District, Talley's Crossing Fire and Rescue Protection District, Triangle Fire Protection District, Union Cross Fire and Rescue Protection District, Vienna Fire Protection District and West Bend Service District, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell, any real or personal property, and attach wages and/or other funds, of such taxpayers, for and on account thereof, in accordance with law.

You are also hereby authorized, empowered and commanded to administer and to collect taxes on gross receipts derived from retail short-term leases or rentals of motor vehicles as set forth under G.S. 153A-156 and gross receipts derived from short-term lease or rental of heavy equipment as set forth under G.S. 160A–215.2. You are hereby authorized to promulgate such rules and procedures necessary to administer these taxes which are not inconsistent or contrary to applicable law.

Within available funds in the budget ordinance and personnel positions established, the Tax Collector may appoint employees and authorize them to perform those functions authorized by the Machinery Act of Chapter 105 of the North Carolina General Statutes and other applicable laws for current and previous years' taxes. County personnel presently in the Tax Collector's office continue to serve in their respective positions at the discretion of the Tax Collector.

WITNESS my hand and official seal, this the 20th day of June, 2016.

MAYOR, CITY OF HIGH POINT

ATTEST:

CLERK

NORTH CAROLINA

FORSYTH COUNTY

ORDER OF THE COUNCIL OF THE CITY OF HIGH POINT
IN ACCORDANCE WITH G.S. 105-373, G.S. 105-321, G.S.105-330.3 and G.S. 153A-156
FOR THE COLLECTION OF 2015 AND PRIOR YEARS' TAXES

TO: JOHN T. BURGISS, RES
TAX COLLECTOR OF FORSYTH COUNTY, CITY OF WINSTON-SALEM, VILLAGE OF CLEMMONS, VILLAGE OF TOBACCOVILLE, TOWN OF LEWISVILLE, TOWN OF RURAL HALL, TOWN OF WALKERTOWN, CITY OF KING, TOWN OF KERNERSVILLE, TOWN OF BETHANIA, CITY OF HIGH POINT

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WITNESS my hand and official seal, this the 20th day of June, 2016.

MAYOR, CITY OF HIGH POINT

ATTEST:

CLERK

HIGH POINT CITY COUNCIL
REGULAR MEETING
COUNCIL CHAMBERS – HIGH POINT MUNICIPAL BUILDING
June 6, 2016 – 5:30 P.M.

ROLL CALL, PRAYER, AND PLEDGE OF ALLEGIANCE

Mayor Bencini called the meeting to order and asked everyone to stand for a moment of silent prayer. The Pledge of Allegiance followed.

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

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

RECOGNITIONS AND PRESENTATIONS

160150 **Recognition of Honors Program Recipients**

The Human Resources Department will present the certificates to the City of High Point Employees who are recipients of the HONORS Program awards.

Note: A description of the serve of each employee recognized is hereby attached in Legistar as a permanent part of these proceedings.

Yvette Carey, Human Resources Specialist, along with City Manager Greg Demko presented certificates to the following City of High Point employees who are recipients of the HONORS Program awards.

WORKING TOGETHER (framed certificate)

Joel Tuggle (Parks & Recreation)
Alex Stafford (Parks & Recreation)
James Casey (Parks & Recreation)
Stanley Duggins (Police)
Joshua Urban (Parks & Recreation)
James Jenkins (Customer Service)
Connie Carter (Planning & Development)
Chamreece Diggs (Parks & Recreation)

EXTRA MILE (certificate and $50 cash award)

Tim McKinney (Facilities Services)
Kristi Hunter (Safety & Health)
Herb Shannon (Planning & Development)
Lisa Joseph (Safety & Health)
Jamal Pegues (Public Services - Landfill)

DRAFT

ABOVE & BEYOND (certificate, $100 cash award and name engraved on a permanent plaque for display in the lobby of city hall)
Claire Robinson (Information Technology)
Officers Caroline Loflin & Edward Hurley

PUBLIC COMMENT PERIOD

160170 **Public Comments**

The following persons addressed City Council during the public comment period:
Mayor Bencini reminded everyone that this is a public comment period, and reminded the audience that we would be considering our new budget and would have 30 minutes to start off our public comment period. He pointed out that if anyone would like to speak after the 30 minutes they would have the opportunity at the end of the meeting. Mayor Bencini reminded the audience this was three minutes per speaker and that this is a public comment, not public dialogue and Council is here to listen to the comments from concerned citizens, but not engage in a dialogue.

Note: This is a summary of the comments made during the Public Comment Period. A transcript of the full comments will be attached in Legistar as a permanent part of these proceedings.

***Tori Small**, 125 South Elm Street, addressed Council regarding a Public Hearing matter and Mayor Bencini suggested that she defer her case to staff.*

***Josh Apel**, 3833 Windstream Way, Jamestown, addressed Council regarding his Utility bill. He informed Council that he participates in the equal payment plan program and has paid the amount specified on the monthly bill only to later discover when cancelling his utility service that he owes the City a balance of $2,071.89, but there was nothing on the bill that indicated the large balance was past due. He respectively requested Council to consider waiving this balance.*

***Reverend Frank Thomas**, 693 Mallard Landing Boulevard, in Winston-Salem, Pastor of the Mt. Zion Baptist Church at 753 Washington Street in High Point, shared an announcement and issued an invitation for Council to attend a service that the faith community in High Point is holding this coming Sunday at 6:00 p.m. He mentioned the shooting at the Emanuel African Methodist Episcopal Church in Charleston, South Carolina last year and the community services that occurred as a result. The local ministers decided to keep that service going and have since held three other services. The next service has been planned for Sunday at 6:00 p.m. at the Christ United Methodist Church.*

***Jason Yates, Commissioner with Human Relations Commission**, Mr. Yates addressed the Council and gave them a handout on the Ramadan Community dinner for June 24th at the Macedonia Resource Center from 7-10 p.m. He cordially invited Council to attend this free event.*

Mayor Bencini asked if there was anyone else present who desired to speak during the Public City Council Minutes Comment Period closed.

REGULAR AGENDA ITEMS

STRATEGIC PLAN UPDATE

City Manager Greg Demko deffered to Mayor Pro Tem Golden and Council Member Ewing to give a brief update on the Strategic Plan.

Blight Elimination

Mayor Pro Tem Golden reported briefly on the usage of the monies that have been set aside for hiring outside code enforcement positions. He noted everything that he is hearing is that it was a very smart, positive move and reported that most people are satisfied with it.

Sports/Entertainment and Millennial Aspect

Council Member Ewing gave a brief update on the Millennial Strategic Initiative that the Prosperity and Livability Committee was tasked with. He recognized Sara Belle Tate, Director of Communications and Community Relations for the Chamber of Commerce, as Chair of the Task Force that was organized by the Prosperity and Livability Committee. He asked Ms. Tate to give a quick synopsis of the first meeting and where that sub-committee is currently at.

Ms. Tate mentioned that the Millennial Taskforce has been established and began in April and the beginning of May 2016 to gather their 12 members. She shared that their first meeting was held on May 20th and the majority of that meeting was spent introducing the committee members. She advised per Council Member Ewing's request he wanted diversity of industries to be presented on this task force. She pointed out there are members in: Furniture, Agriculture, Non-Profit, Etc…

After the introductions at the meeting, they also talked about why the young professionals are in High Point today and there were lots of answers. She shared some benefits in High Point were the low cost of living, the current housing incentive program for purchasing in the Core City area, the small town feel and the good location within the TRIAD, the State and the East Coast. Ms. Tate also mentioned technology would be a large factor in the success and noted during their meeting they had both videoing and conferences calling happening in addition to those that were physically present at the meeting.

Looking ahead, they would like to add representatives to the task force specifically from North State (as they are over 100 years in High Point) and also from Ralph Lauren.

Each month the committee plans to meet on the 3rd Friday at the Municipal Building. She reviewed the future topics of discussion will be:

- *What is unique to High Point?*
- *What is High Point currently offering that is appealing to young professionals?*

- *How the task force can help the City accomplish its mission of increasing millennials by 25 percent?*

A final goal for the task force is to also gather members to fill out the range of the millennial generation. The millennial generation is commonly defined as those born between 1981-2000. She pointed out that the task force ages are between 19-27.

Council Member Ewing found the information very interesting demographically to realize that we have 28,000-29,000 millennials currently in High Point according to the census data and it was important to find something that encourages them to play and live in High Point--not just live in High Point.

Council Member Alexander encouraged this group to take a look at other cities in and outside the state who have a successful playbook and who are attracting millennials and to see if there is a model or something that they're doing so that we can build on their successes. He pointed out that many of these other communities started out in the same place that High Point finds itself in. Council Member Ewing advised that they are looking to attract "productive" millennials.

Council Member C. Davis had a question about the diversity of the board. She asked how the diversity of the board is set up in relation to ethnicity. Ms. Tate shared that they currently have two High Point University students on the task force (one is an African American female and the other is a Caucasian male) and she mentioned how she would love to see a Latino, productive millennial, a young professional join as well.

Council Member C. Davis asked if they were making an effort to look beyond Corporate America and suggested they look into the fast-food franchises instead for people that could contribute as well. Ms. Tate welcomed that consideration although she has not yet added someone from restaurants. Council Member C. Davis asked Ms. Tate to please consider the Five Points area in the selection process going forward because they are a gateway into the City and have a great number of millennials that would be interested in serving.

Council Member Ewing suggested that they tap into the Chamber database and other databases so they can frequently interview and question business owners, franchises, fast food restaurants, different industries, etc… to get information from millennials that might be in their workforce but not on the task force. Council Member C. Davis advised that she understood this, but that she would like to make sure that this is all inclusive, not exclusive. She felt the diversity currently on the task force was not balanced. Mayor Pro Tem Golden also agreed with Council Member C. Davis and would like to see this more diversified.

Council Member Williams suggested approaching the community schools and GTCC since this would help diversify the board. Ms. Tate also welcomed this suggestion.

FINANCE COMMITTEE - Council Member J. Davis, Chair
Committee Members: J. Davis, Alexander, C. Davis, & Hill (All were present)

160151 **Contract - Bid No. 56 - 750 MCM Underground Cable**

Council is requested to approve contract awarding Bid No. 56 to Irby of Rocky Mount, NC in the amount of $249,800.00 for the purchase of 750 MCM Underground Cable.

Garey Edwards, Electric Utilities Director, explained this is to replenish warehouse stock and that the 750 MCM wires are standard feeder size for underground cable. After reviewing other estimates, he felt that this price was fair.

Approved contract awarding Bid No. 56 to Irby of Rocky Mount, NC in the amount of $249,800.00 for the purchase of 750 MCM Underground Cable.

A motion was made by Council Member J. Davis, seconded by Council Member C. Davis, that this contract be approved. The motion passed by a 9-0 unanimous vote.

160152 **Contract - Bid No. 59 - ICP Mass Spectrophotometer**

Council is requested to approve contract awarding Bid No. 59 to Perkin Elmer in the amount of $124,687.00 for the purchase of an ICP Mass Spectrophotometer for the purpose of determining metals and several non-metals in water and wastewater.

Terry Houk, Public Services Director, reported that this equipment is used to analyze low level metal pollution in water and wastewater. Mr. Houk noted some of this testing will be out sourced to private labs while some will be done in-house as well. Two bids were received and staff is requesting that they bid awarded to lowest responsible, responsive bidder, Perkin Elmer in the amount of $124,687.00.

Approved contract awarding Bid No. 59 to Perkin Elmer in the amount of $124,687.00 for the purchase of an ICP Mass Spectrophotometer for the purpose of determining metals and several non-metals in water and wastewater.

A motion was made by Council Member J. Davis, seconded by Council Member C. Davis, that this contract be approved. The motion passed by a 9-0 unanimous vote.

160153 **Contract - Bid No. 61 - Residential Water Meters**

Council is requested to approve a contract awarding Bid No. 61 to Carolina Meter & Supply in the amount of $302,800 for the purchase of 2,000 residential water meters.

Bob Martin, Customer Service Director, explained that the City is transitioning from a 60W Extended Rain Transmitter (ERT) to a 100W ERT. He noted the 60W ERT's are now obsolete and will not be available for purchase in the future. Mr. Martin reported that the prior contract for a 60W ERT held the pricing at $122. for five years. He explained the newer ERT's support greater data storage and retrieval and as they age this helps in recovering loss revenue due to unreported flow.

Council Member J. Davis asked if these were the meters that allow the meter readers to read them without getting out of the vehicle. Mr. Martin confirmed that these are radio enabled and noted that the ERT's have expanded storage capacity from a data standpoint which would be able to carry 45 day's worth of data.

Council Member C. Davis pointed out the budget had not yet been approved and suggested this matter be tabled until the budget is approved.

Approved contract awarding Bid No. 61 to Carolina Meter & Supply in the amount of $302,800 for the purchase of 2,000 residential water meters.

A motion was made by Council Member J. Davis, seconded by Council Member C. Davis, that this contract be approved. The motion passed by a 9-0 unanimous vote.

160154 **Municipal Agreement - MLK, Jr. Drive Highway Signage**

Consideration of a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) for the design, fabrication, installation and repayment of highway guide signs associated with the renaming of Kivett Drive to Dr. Martin Luther King, Jr.

Randy McCaslin, Deputy City Manager, advised that this is a second agreement; the first agreement for the MLK signage was approved and estimated at just over $100,000. The cost actually came in less than $66,000.

NCDOT is allowing the City to reimburse them for one half of the cost in July 2016 with the remaining balance payable in July 2017.

Council Member C. Davis brought some questions/concerns forward that were relayed to her by another individual. She asked the following questions:
1) If we knew we were facing this bill why did we not anticipate and put the full cost within the budget?
2) Knowing that this was going to be hitting us for payment due, should this have been in the budget?
3) Could the City not sell some properties and go ahead and pay this balance in full?

Council Member Alexander pointed out there would be no extra cost by carrying it over the two-year period.

Council Member C. Davis reiterated that this individual expressed concerns about the fact that the city knew it was coming and they would like to see it paid. She advised that is why the telephone call was made. She perceived the answer to her previous question as a NO. She added that this individual was also under the impression that the city would pay for the signs within the city limits and NCDOT would be assuming the cost for the signs outside the city. Mr. McCaslin replied per the previous agreement made by the City Council, the Council agreed to absorb all the costs associated with the signage.

Approved consideration of a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) for the design, fabrication, installation and repayment of highway guide signs associated with the renaming of Kivett Drive to Dr. Martin Luther King, Jr.

A motion was made by Council Member Davis, seconded by Council Member Wagner, that this Municipal Agreement be approved. The motion passed by a 9-0 unanimous vote.

160155 **Primary Banking Services Provider 2016-2017**

Council is requested to award the contract for Primary Banking Services to Bank of America for the period of July 1, 2016 - December 2021.

Jeff Moore, Financial Services Director, reported that banking services are not required to bid out, but staff continues to believe conducting a competitive bid process utilizing the formal request for proposal is the preferred process where there are opportunities for pricing through competition. The City generally does this every 4-5 years to make sure that Council is getting fair value for our banking services. He shared that we have enjoyed the current relationship and excellent service that Bank of America has provided for the last 12 years.

Mr. Moore pointed out that although Bank of America was not the lowest bidder, Wells Fargo Bank and Capital Bank offered competitive fees for much of the requested services but Capital Bank did not offer some services that we currently utilize. He further explained that the table of bids does not take into account costs (estimated to be $25,000-30,000 for programing changes) for implementation and conversion of the City's programs to interface to an alternative financial institution.

Mr. Moore recommended staying with Bank of America.

While viewing the list of the banks, Council Member Ewing realized that Bank of America is the cheaper option based on what the cost to convert would be, and asked if Bank of America is a major company within our city limits. He did not believe they are as involved in the community as some of the other banks. He personally would like to select somebody who supports the community and is involved in the community versus one who is the cheapest. He added that he would also like Council to support a company that is local and more supportive of our community as a whole. Mr. Moore understood Council Member Ewing's concern and was surprised that Bank of North Carolina and High Point Bank did not bid. He pointed out and suspected that their recent merger may have predicated a "No response" at this time.

Council Member C. Davis was concerned with a question on page 2 where it states Wells Fargo Bank and Capital Bank had offered competitive fees for much of the requested services. She shared where Capital Bank was listed, they did not offer some of the services we currently utilize without which would hinder the current value of financial and payment operations we provide. She noted it states these one-time calls are estimated to be $25-30,000 in programming fees and raised the question if that applied to both Wells Fargo and Capital Bank.

Mr. Moore explained the cost is related to unbundling the services we currently have with Bank of America and provided the example of Cayenta, Lawson, Accela and other various technological tie-ins and transferring that to any bank, so those costs at $25-$30,000 is what the city is looking at changing from Bank of America to any other bank.

Approved award the contract for Primary Banking Services to Bank of America for the period of July 1, 2016 - December 2021.

A motion was made by Mayor Pro Tem Golden, seconded by Council Member Wagner, that this matter be approved. The motion passed by a 9-0 unanimous vote.

160156 **Resolution - Interlocal Agreement- Justice Assistance Grant Program**

Council is requested to adopt a Resolution ratifying and authorizing the execution of an interlocal agreement between the City of Greensboro, High Point, and Guilford County for the shared use of the 2016 Byrne Justice Assistance Grant (JAG) program award.

Police Chief Ken Shultz reported on the 2016 Byrne Justice Assistance Grant program that has been utilized for the purchase of in-car camera systems. He advised under this year's award that High Point will receive $41,454.40 in JAG Funding. Guilford County, Greensboro and High Point have received this grant annually since 2005.

Council Member C. Davis inquired on the life span of the cameras. Chief Shultz believed that some were approximately 10 years old and noted they would be replaced with a higher definition model.

Adopted a Resolution ratifying and authorizing the execution of an interlocal agreement between the City of Greensboro, High Point, and Guilford County for the shared use of the 2016 Byrne Justice Assistance Grant (JAG) program award.

A motion was made by Council Member J. Davis, seconded by Council Member C. Davis, that this matter be approved. The motion passed by a 9-0 unanimous vote.

Resolution No: 1620/16-20
Introduced 6-6-2016; Adopted 6-6-2016
Resolution Book Vol. XIX, Page 90

160157 **City of High Point 2016-2017 Budget Ordinance and Related Documents**

City Council is requested to adopt the FY 2016-2017 Budget Ordinance for the City of High Point and associated fee schedules.

Note: The Public Hearing on the proposed 2016-2017 Budget was held on Monday, May 16, 2016 at 5:30 p.m.

_____Transcript_____

***Chairman J. Davis**: Alright, our next item is 160157. We're requested to adopt the 2016-2017 Budget Ordinance for the City of High Point and associated fee schedule. Does anybody want to hear from staff on that?*

***Council Member Alexander**: I think we've heard all we want to hear. I make a motion to APPROVE.*

***Mayor Bencini**: We have a MOTION. Is there a SECOND?*

***Council Member Ewing**: SECOND.*

***Mayor Bencini**: We have a MOTION and a SECOND. Any further discussion?*

***Council Member C. Davis**: Yes. I have some comments that I just want to make sure that they get into official record. I'm looking at the rate per $100 evaluation, General Fund and it shows that the tax rate will be .6475 a decrease of .25 cent. But, the citizens were promised a 1.25 cent reduction when the previous Councils decided to go to an Enterprise Fund for those solid waste fees and I think that's something that we should be sticking to. Keeping our word is very important to the community at large. It's important to me as a representative here on this dais. The other problems that I have with this current budget is that, although I see the need for our police officers, I'm concerned and I don't have an answer, so this is more of a concern-question, more than opposition really, is that we're using the **COPs Grant** which will eventually run out. Which means that we'll have to pay for those eight officers which we don't have a budget for thus far. And I understand that through the annexations that we did which were voluntary through Colfax, if those developments do, in fact, come to fruition that that would, in fact, pay for those officers which would make everything great. But if for some reason they don't build out and they don't do the developments, how are we going to maintain these positions? Are we going to treat them as a grant-based opportunity and then when the grant dollars dissipate or go away then **we** don't have those funds. So that's a concern for me.*

*The other concern I have is the **vehicle tax jumping from $5 - $20** that's a concern for many of the people that I've spoken to once they read that in the Enterprise.*

*The other concern was **going back to the Enterprise Fund** where **it was at $11 and now it's jumping to $14--an increase of $3**. The **storm water management fee going from $3 up to $4.** Again, there's a fee increase there. And I realize that the three new leaf collection vehicles are going to be used are paid for through the storm water fund and that's all well and good, but I have a concern there also. The concern that I have there is that we really **don't have to buy all three at one time**. When we buy all three at one time, they wear and break down at the same increment, which means that we will have to pay for them again in bulk instead of spreading them out over a year given a gap between or a two-year gap in between, which would save money and we could do without the one dollar fee increase there.*

*The **$250,000 for the Executive Director position for the newly named Forward High Point** concerns me greatly as it does citizens in regards to the fact that we're paying for an Executive Director that does not answer to this Council or to the citizens that are paying for that position. That's unacceptable to many that have approached me, called me, or I've seen out in the community.*

The $500,000 for their revitalization in blight, ***I support the revitalization*** *and their* ***blight efforts.*** *However, it's been stated that the $500,000 that was put in the last budget was tapped into for employees, the hiring of Code Enforcement officers which I do not agree with. The consultant was used out of those dollars which I do not agree with. The previous conversations in regards to the $5 million that Bank of North Carolina wants to put into the community, it was stated some time ago around the same time that we had our manager's review around that same time on that same day that we would be adding another $500,000 to that to equal a million dollars to partner with Bank of North Carolina. And I don't reject that partnership at all, but I think the $500,000 to say that we used it to hire employees when we budget for employees in the budget, there's a line item for it. There's a line item also for consultants. So I believe that some individuals may have, at least I feel that* ***I have been misled to believe that those employees were paid for out of that $500,000 that was earmarked for revitalization and blight .*** *The consultant fee should not have come out of that $500,000 because it is also a line item within the budget within that department. So, for us--for me--to believe and for the community that reads our budget to believe that that's what's happen with that previous $500,000 is a little hard to swallow.*

So, those are just a few of them. I have several more, but I won't go into a lot of those, other than the fact that someone has, in fact, asked me in regards to discretionary funds. Are we marking them as miscellaneous or are they a silent question mark within the budget that we don't know what they are, how much that amount is? I did send an email hoping that the City Manager would give me a break down of where those discretionary dollars are. Previous Council members and previous members of Boards and Commissions and citizens that have attended meetings during the last term of previous councils were under the impression that we didn't have any additional dollars. So this Council is spending money left and right and that is a concern for citizens that I represent because those that have been engaged over time are very concerned that we're on a spending spree. And quite frankly, I am too. So, therefore, ***I will not be supporting this budget.*** *Again, I do have other concerns, but I believe those will suffice at this time.*

Mayor Bencini*: Any other comments? I just want to thank our professional staff for the great job you did getting us ready starting in January in multiple Manager's briefings where every functional area of the City of High Point was presented to us. The needs, financial needs for the work programs that were involved and I really feel like you did a great job Mr. Demko getting us ready for this.*

Council Member C. Davis*: And I'd like to add Mayor that I have all the presentations here and I believe there's a citizen in the audience that was present when some of these presentations were being discussed. They were presented to us back in January moving forward as a wish list for the departments. Though in no part of the presentations were they ever eluded to being fully funded within the budget until the day we received the budget and that was misleading and misguiding.*

Mayor Bencini*: Any other comments?*

Mayor Bencini*: All those in favor say Aye.*

***Mayor Bencini, Mayor Pro Tem Golden and Council Members and Alexander, Ewing, Hill, Wagner, and Williams**: Aye.*

***Mayor Bencini**: Opposed?*

***Council Members C. Davis and J. Davis**: No.*

***Mayor Bencini**: Raise your hands. The Nays. That motion carries [7-2 vote]*

[end of transcript]

Adopted the FY 2015-2016 Budget Ordinance for the City of High Point and associated fee schedules.

A motion was made by Council Member Alexander, seconded by Council Member Ewing, that this matter be adopted. The motion carried by the following 7-2 vote:

Aye (7): Council Member Hill, Council Member Williams, Council Member Ewing, Council Member Wagner, Mayor Pro Tem Golden, Mayor Bencini, and Council Member Alexander

Nay (2): Council Member C. Davis, and Council Member J. Davis

Ordinance No: 7210/16-30
Introduced 6-6-2016; Adopted 6-6-2016
Ordinance Book Vol. XIX, Page 93

160158 **<u>High Point Convention & Visitors Bureau - 2016-2017 Annual Budget/Contract</u>**
City Council is requested to approve the annual budget for the High Point Convention & Visitors Bureau (CVB) for FY 2016-2017 and authorize the City Manager to execute contract between the High Point Convention and Visitors Bureau for FY 2016-2017.

Approved the annual budget for the High Point Convention & Visitors Bureau (CVB) for FY 2016-2017 and authorize the City Manager to execute contract between the High Point Convention and Visitors Bureau for FY 2016-2017.

A motion was made by Council Member Wagner, seconded by Council Member C. Davis, that this matter be approved. The motion passed by a 9-0 unanimous vote.

160159 **<u>International Home Furnishings Market Authority - 2016-2017 Annual Budget</u>**
City Council is requested to approve the FY 2016-2017 annual budget for the International Home Furnishings Market Authority (Market Authority).

Approved the FY 2016-2017 annual budget for the International Home Furnishings Market Authority (Market Authority).

A motion was made by Council Member J. Davis, seconded by Council Member C. Davis, that this matter be approved. The motion passed by a 9-0 unanimous vote.

COMMUNITY HOUSING & NEIGHBORHOOD DEVELOPMENT COMMITTEE - Mayor Pro Tem Golden, Chair
Committee Members: Golden, Alexander, Ewing, & Williams (All were present)

160160 **Ordinance to Demolish - 1600 Valley Ridge Drive**
Council is requested to adopt an ordinance ordering the inspector to effectuate the demolition of a dwelling located at 1600 Valley Ridge Drive belonging to Home Enhancements, Inc.

Lori Loosemore, Local Codes Enforcement Officer, provided an overview on the staff report for this demolition, which is hereby attached in Legistar as a permanent part of these proceedings.

She reported the order to repair or demolish was issued on October 7, 2014; however no action has occurred by the compliance date by January 9, 2015. The necessary repairs exceed its current tax value which warrants the demolition. Ms. Loosemore advised that a Lis Pendens was recorded on August 12, 2013 and the property has remained vacant since the expiration date of the order to repair or demolish notice.

She pointed out that the property was originally inspected on September 20, 2014 and the hearing was held with the owner present. The property owner did not dispute the condition of the home, but did state that he had limited funds and would try to make repairs. She reiterated the order to repair or demolish was issued in October 2014 and that expired January 9, 2015. It was stated that the owner did pull a residential alteration permit on October 13, 2014, but never called for inspections or had any past inspections. So in February 15, 2016 that permit was cancelled. She reported as of this afternoon, there are still no active permits on the property; the owner is still listed as the same owner and she has not had any contact with them although they were mailed a notice for tonight's hearing.

Mayor Pro Tem Golden asked if anyone was present to speak regarding this housing case. Ms. Loosemore confirmed that the property owner has up to one year to do some type of work and the permit was outstanding for about a year and a half. The inspectors did visit the property which showed that no work was being done and no inspections, so the permit was eventually cancelled.

Council Member Hill shared that the owner actually contacted her right before this meeting, not to dispute anything that has gone on, but to say that he is trying to make the repairs as he is financially able and keeps the windows boarded and the grass mowed. Having said that, she noted the permit has been there since October 5, 2014 with nothing happening, so she would not oppose the demolition.

Council Member Alexander suggested somehow in the future it would be good for Council to take a look at requiring the posting of some type of financial bond because if they want the city to work with them, they need to show the ability that they have the money to move forward with the repairs. He felt it would be good for Council to have the ability to say yes

that they would work with the property owner, but there would be a financial penalty if they fail to execute and a bond would accomplish this.

Adopted an ordinance ordering the inspector to effectuate the demolition of a dwelling located at 1600 Valley Ridge Drive belonging to Home Enhancements, Inc.

A motion was made by Mayor Pro Tem Golden, seconded by Council Member Ewing, that this matter be adopted. The motion passed by a 9-0 vote.

Ordinance No: 7211/16-31
Introduced 6-6-2016; Adopted 6-6-2016
Ordinance Book Vol. XIX, Page 94

160161 **Ordinance to Demolish - 320 Coltrane Avenue**

Council is requested to adopt an ordinance ordering the inspector to effectuate the demolition of a dwelling located at 320 Coltrane Avenue belonging to Crystal A. Torrie.

Lori Loosemore, Local Codes Enforcement Officer, provided an update on the staff report which is hereby attached in Legistar as a permanent part of these proceedings.

She reported this property was inspected on May 8, 2012 with a hearing date of May 29, 2012 at which time the property owner did not appear. Numerous Minimum Husing Code violations were identified as well as multiple structural violations that make it an unsafe structure. Ms. Loosemore advised that in the present state necessary repairs to the dwelling exceed 50 percent of the value of the structure. An order to repair or demolish was issued by staff on May 29, 2012 with a compliance date of August 28, 2012.

Since that time, the property has changed hands a couple of times and at the time this was prepared it was under Crystal A. Torrie who was notified of the hearing. Ms. Torrie contacted Ms. Loosemore to inform her that the property was sold on July 1, 2015 to Mr. Artemio Perez Zavala. Ms. Loosemore then met with Mr. Zavala to view the property and on May 8, 2012 while the hearing was held and no one appeared. The order to repair or demolish was issued and that expired in August 28, 2012, then the property was transferred over to Crystal Torrie on July 21, 2012 and then Mr. Zavala received it on June 1, 2016.

Mr. Zavala addressed Council regarding the property at 320 Coltrane as he did not realize how bad of a shape it was in. He is not opposed to the demolition, but because of the money he has already invested, he is requesting more to come up with more money to work on his own demolition. He was unsure as to what the City would charge him for the demolition.

Council Member C. Davis inquired if we had an estimate as how much this would cost to demolish that property and how he could make restitution. She asked Mr. Zavala if he needed any leads regarding who to contact to help him with the demolition and Mr. Zavala replied that he definitely did. Council Member C. Davis asked if this was something that the city could possibly help him with. City Attorney Carlyle noted the city should not be pointing someone towards a particular private company. Council Member C. Davis then

asked if the city could provide him with a list of five or six. City Attorney Carlyle advised against this also.

Council Member Ewing asked Mr. Zavala if this order to demolish was disclosed to him prior to him purchasing the property and Mr. Zavala replied it was not. City Attorney Carlyle pointed out that it should have shown up in the title search.

City Attorney JoAnne Carlyle advised that Council could adopt the ordinance and allow an extension as requested by Mr. Zavala.

In support of Mr. Zavala appearing before Council, Council Member J. Davis stated he like to give him more time. Mr. Zavala replied at least two months would be efficient. Mayor Pro Tem Golden suggested making a motion to give Mr. Zavala 90 days.

Adopted an ordinance with a 90-day extension ordering the inspector to effectuate the demolition of a dwelling located at 320 Coltrane Avenue.

Following the vote on this matter, Council Member C. Davis offered her business card to Mr. Zavala and suggested if he would contact her personally, she would be glad to help him find somebody.

A motion was made by Council Member J. Davis, seconded by Council Member C. Davis, that this matter be adopted. The motion passed by a 9-0 vote.

Ordinance No: 7212/16-32
Introduced 6-6-2016; Adopted 6-6-2016
Ordinance Book Vol. XIX, Page 95

160192 **For Information Only: 1110 Blain Street- Demolition**

The Ordinance to Demolish for 1110 Blain Street was initially adopted by the City Council on March 21, 2016. After that time, it was discovered that the ordinance contained an inaccuracy in the staff report which listed the value at $1,700 instead of the actual value of $7,100. On May 16, 2016, the case was brought back before Council for clarification. At that time, the property owner appeared before Council to request additional time and informed Council they had a potential buyer for the property who was interested in making the necessary repairs. At the June 6, 2016 City Council Meeting, the property owner appeared again before Council asking for additional time to secure the financing for the repairs, apply for the correct permits and to collect bids from licensed contractors to make the repairs.

_____*Transcript*_____

***Lori Loosemore**: We do have the 1110 Blain that was continued from a previous Council meeting.*

***Chairman Golden**: We don't have it on here though.*

***Lori Loosemore**: No, it's not placed on it. We did not know if the owner was going to appear or not, but she is here. From the previous week, it was heard from the last meeting due to the correction of the property value. There had been a error in the number and I think it had been valued at $1,700 and the tax value was actually $7,100. So then the owner appeared and said that she had a purchaser for the property she thought and was wanting more time. So that's why it was re-scheduled for today.*

***Council Member Alexander**: MOTION TO SUSPEND THE RULES.*

***City Attorney JoAnne Carlyle**: Before you do that, at this point in time, this is merely in a report form to Council. You have already got the ordinance adopted. And remember it came back to you because there were some numbers transposed. It wasn't for you to rescind or adopt an ordinance at that time. At that time, at that meeting is when you became aware of the owner and the interest and then you set tonight to see whether or not there would be any further activities. So right now I don't feel that it's necessary for you to suspend the rules and add it to the agenda. The only purpose is……you won't have to act on it. However, if after you've heard what happens tonight whatever information is forthcoming….if you feel that you need to rescind the ordinance or do something, then it will be appropriate for you to suspend and modify the agenda to put it on for action.*

***Council Member C. Davis**: Do we not have to do anything in order to hear it all because it wasn't on the agenda?*

***JoAnne Carlyle**: You really don't because, you know, at this point you're just hearing the report of staff. You had already said that tonight would be the night and it's just another formality that I don't think is necessary if you're not going to take any action. However, if it looks like you're going to, then we'll do something with it.*

***Bonnie Rudy**: Thank you Council. I'm Bonnie Rudy and since our last meeting I've actually had a couple more potential buyers, but none that were willing to sign a contract after we disclosed the order to demolish. However my husband and I talked in length and we have continued to keep in contact with Mr. McNair and Lori Loosemore and with your consideration, we'd like to move forward with making this property right. We would like to secure the financing for the repairs, apply for the correct permits and collect bids from licenses contractors to repair the property. So we're thinking our timeframe on this would be for the next 30 days to secure the financing, to apply for the permits and to get the bids for the licenses contractors. And in the next 60-90 days out complete the repairs on the property. So therefore, about 120 days out from tonight we would have a property that was livable again and we would be correcting this property to make it livable again.*

***Chairman Golden**: Anybody?*

***Council Member J. Davis**: Well I think personally she's come twice. She's trying to make an effort and I don't think 30 more days would hurt the process.*

***JoAnne Carlyle**: I will rely on staff to fill in the dates, but I believe this has been going on since 2013 and she actually did attend the hearing. So it's been a lot longer than her previous appearance before council.*

***Council Member C. Davis**: Mr. Davis, if you want to make that a motion, I'll second your motion because I believe that we're here to represent the citizens and give them every effort to do what it is that they need to do. We're not…..not everyone in our city makes $100,000 or better and being flexible when they're here before us asking I think is entirely different than people not showing up at all.*

***Council Member J. Davis**: Well, can we make the motion contingent that they apply for a building permit within 30 days because I don't want to be sitting here six months down the road and we're going through this every month.*

***Council Member Wagner**: We already approved the ordinance to demolish. Really what we're talking about is going back to amend that ordinance now.*

***JoAnne Carlyle**: Yeah if you guys take action tonight, I would appreciate it as would staff that you guys be very clear in what your timetable is.*

***Council Member Alexander**: Have we put it out for bid yet?*

***Lori Loosemore**: No, the timeframe was up at the time she requested to come back to council last time.*

***Council Member Alexander**: Okay. And we've still got time for her to secure the financing.*

***Lori Loosemore**: You can, but I have an ordinance to demolish.*

***Council Member C. Davis**: You have to rescind that ordinance first. We could add to that that if they don't do it….*

***Council Member J. Davis**: I want to see it a little beyond financing being in place. I want to see that they have applied for a building permit.*

***Council Member Alexander**: Well, I mean there was nothing ……if financing is an opportunity then financing then might have been an opportunity. I mean this goes back to 2013, so that's three years.*

***Council Member Ewing**: You know I have an issue and I understand trying to give people flexibility and give them credit for showing up because very few do show up to these council meetings. But we talk about allocating $500,000 for redevelopment efforts and we need to fix our blight and we have so much dilapidated housing throughout the city. And we have dozens and dozens of cases of people who have been notified three, four, five, six years ago, but we're going to sit here and consider giving them another 120 days because the last 3.5 years wasn't enough time for them.*

***Council Member C. Davis**: Mr. Davis didn't offer 120. He said 30 days for a building permit.*

***Council Member Ewing**: I understand….*

***Council Member C. Davis**: and I think you know, Mr. Ewing, that we have policy and this council knows that we have policies on a wide variety of items. They choose to follow at-will and at-whim. And we have a couple standing before us that says that they're wanting to do something with the property. We have two council members that are willing to allow them 30 days, then we could continue on with that bid process. We would give them time to secure a building permit and to start something and if they don't, we continue. But the fact that they're asking and the fact that they're wanting to secure financing, I think that speaks volumes. And, yes, we do have policies, but this council does not follow them to the letter of the law.*

***Council Member J. Davis**: I think Jason makes a perfect point and I totally agree. The only issue I have here is like you said very few people ever come to this hearing and we have a couple that has come twice. And I like to give people the benefit of the doubt. I think 30 days if they can improve that property, increase our tax base so that the city doesn't have to demolish it and have a lien against it, I think I'm willing to wait 30 more days.*

***Council Member Wagner**: Let me say one thing, though. In my opinion, the building permit is not enough. We just had a case on here where someone got a building permit and then held it for a year and did nothing with it.*

***Council Member C. Davis**: what would you like to see beyond that so that we can help them out?*

***Council Member Wagner**: I think that if we're going to do anything, then what we have to do is….I think that we can amend the ordinance that we've already had…that we already adopted to give them an additional time period to show that they have not only received the building permit, they have actually begun construction. Okay? So there's a difference between getting a building permit and actually beginning construction. Now if they get a building permit, though, even if they don't begin construction that limits our ability to demolish does it not?*

***Lori Loosemore**: Not necessarily. But once they get it, it is valid for a year per the North Carolina General Statutes.*

***Council Member Wagner**: Even if we've already adopted an ordinance to demolish, we can still demolish it right?*

***Lori Loosemore**: it does not stop the process; it just depends on what the ordinance states.*

***Council Member Wagner**: Okay. I would be in favor of making the ordinance to demolish effective in 120 days with the direction to staff that they not only receive a building permit, but there's also evidence that they've actually started construction.*

***Mayor Bencini**: What is the criteria for construction being started? I mean, you know, you rip off a couple of the boards….*

***Council Member Wagner**: There's building materials on site. There's an actual contractor on site doing the work. Are you planning to do the work yourself, or are you going to hire somebody?*

***Bonnie Rudy**: We're going to hire somebody. I have actually already scheduled appointments with two different contractors tomorrow evening.*

***Council Member Wagner**: A signed contract with a contractor that they're physically on site doing work.*

***Council Member C. Davis**: Sounds good to me.*

***Chairman Golden**: It don't sound good to me. The problem I'm having with this is this is a burn-out, correct?*
***Lori Loosemore**: Yes.*

***Chairman Golden**: And it was insured at the time of the burn up right? And you received the insurance and you chose not to repair the home. And then three years pass and we come back and we ask for time and then we say we ought to be helping them out. The opportunity to help them has come and gone. They had the help in their hands. So I will not support any arrangements today.*

***Council Member Ewing**: I agree. I think the more we continue to give rope to anyone, we're showing anyone else that comes to us with a violation that we're going to be soft. And at some point, we've got to draw the line. If we want to fix these hundreds and hundreds of issues within the city-mostly in the core city-we've got to have a zero tolerance policy on this. We have to say that the time limit has been met. We passed an ordinance to demolish and that's the case.*

***Chairman Golden**: Also a few weeks back we came up with a strategic plan for this city and we said that blight would be one of our top priorities.*

***Council Member C. Davis**: Well, you have tons of houses where you don't have people coming and saying let me make this right. And I'll comment on the fact that they receive money on the home and didn't repair the home at the time. I don't know, but looking out over the audience and looking down this dais, nobody knows my life walk but me. We don't know what their financial situation was when they received those dollars and whether or not they had to utilize those dollars to take care of something else. But that doesn't matter. Nobody dictates to you how you maintain your house bills or what it is that you need to do in order to do the things that you do day-to-day. What we do have before us is a couple who is*

willing to meet the criteria that Mr. Wagner, Mr. Davis and myself are willing to meet him on, 120 days, 90 days whatever that may look like. I would hope that if people come in that have blighted homes and say the city is serious about tearing this down that they'll look at this case and say that if I show up and I secure a contractor, I get my building permit and we get the materials and we start getting in there, push up our sleeves and I'm going to keep what I own.

***Council Member Wagner**: I want to clarify my position. If it's the will of Council to go ahead and proceed with the demolition order, I'm fine with that. I'm just saying that if it's also the will of Council to do the 120 days, I think the proposal that I put forward would be a better way to do it other than just requiring a building permit. If it's the will of Council that we go…..for a majority of this Council to go ahead and proceed with demolition, I'm fine with that too.*

***Council Member C. Davis**: I'll do that, but I hope that we can work something out in a compromise to help the couple that's before us that really wants to try to do what is right now. They may not have done it three years ago, but they're standing before us saying that they will get a contractor, they will begin the work. Otherwise in 120 days it's gone.*

***Council Member J. Davis**: Is there a motion on the floor?*

***JoAnne Carlyle**: there is no motion unless…*

***Council Member Wagner**: We've got to suspend the rules first to consider a motion.*

***Council Member J. Davis**: So if we don't do anything, an order to demolish….*

***Council Member C. Davis**: right, it just goes forward.*

***JoAnne Carlyle**: It stays as is with the timing as is.*

***Council Member Wagner**: We have to have a 2/3 vote to suspend the rules.*

***Mayor Bencini**: so it has to be six folks. Does somebody want to make a motion?*

***Council Member J. Davis**: I'll make a motion to suspend the rules.*

***Mayor Bencini**: We have a motion to suspend the rules. Is there a second?*

***Council Member C. Davis**: I'll second it.*

***Mayor Bencini**: All those in favor, say Aye.*

***Council Member C. Davis**: Aye.*

***Mayor Bencini**: All those opposed, say No.*

Mayor Bencini, Mayor Pro Tem Golden, and Council Members Alexander, Williams, Hill, Wagner, J. Davis and Ewing*: No.*

Mayor Bencini*: That motion FAILS.*

Note: The motion to suspend the rules to add this matter to the agenda for consideration FAILED; therefore no further action was necessary.

[end of transcript]

160133 **Transfer of Property - Bank of North Carolina - Infill Housing Needs**

Council is requested to approve the transfer of a lot located at 524 Radford Street, upon completion of the purchase from Guilford County, to the Bank of North Carolina to build a new, single family home to be sold at cost to a qualifying home buyer.

Deputy City Manager Randy McCaslin advised that the property located at 524 Radford Street was foreclosed by Guilford County for non-payment of property taxes. The City purchased the property for $10,676.28 ($6,528.80 for back taxes half of which will come back to the City and $4,147.48 in legal expense associated with the foreclosure). Staff is recommending that Council enter into a contract with Sterling Real Estate Holdings, LLC who will build a house on the property at their cost to be sold to potential buyers in the community at their cost. He advised this is one of our services for doing infill in the City of High Point to raise the tax base by infilling and using these vacant lots. He then asked if there were any questions.

Council Member C. Davis questioned if we had bid this out and if other developers were made aware of this opportunity. Mr. McCaslin advised that they did not bid it out, but are willing to speak to any other developers if needed. He pointed out that Bank of North Carolina stepped forward; they are setting aside $5 million towards this infill program. She also asked if staff had had inspected the property and asked if it is livable, in disarray or if it will need to be demolished. Mr. McCaslin confirmed that it is a vacant lot. Council Member C. Davis disputed this and noted when she viewed the property on Google Earth it showed a little brick house with a white fence. Mr. McCaslin assured her that the property was vacant.

Council Member C. Davis noted there is also a question regarding the $5,338.14 that was being surrendered over that will not be seen at the end. She recalled a conversation that took place during a Community Development Committee meeting that the city would consider using developers, but when the home was sold would try to recoup those costs or whatever costs the city put into it. Chairman Golden stated he had no problem continuing that conversation, but noted he did not see a need for it with this particular matter.

Approved the transfer of a lot located at 524 Radford Street, upon completion of the purchase from Guilford County, to the Bank of North Carolina to build a new, single family home to be sold at cost to a qualifying home buyer.

A motion was made by Council Member J. Davis, seconded by Council Member Wagner, that this matter be approved. The motion passed by a 9-0 unanimous vote.

160162 **Contracts - Habitat/Community Housing Development Organization (CHDO)**

Council is requested to approve contract with Habitat for Humanity of High Point, Archdale, Trinity and Community Housing Development Organization (CHDO) to construct affordable homes in Southside and Washington Terrace in the funding amount of $348,000.00.

Richard Fuqua, Affordable Housing Manager, noted the Community Development & Housing Department is seeking Council's approval to execute contracts with Habitat and with Community Housing Solutions (CHS) for this next fiscal year. He shared this is their continued effort to support redevelopment in the Southside and within the Washington Terrace area. He explained the individuals and families that would be targeted would be those with issued the targeted individuals and families to be targeted would be those with incomes of 80 percent or below the area median income. For a family of four that would represent roughly $45,000 for that family and below. He then shared that Habitat targets 60 percent and below the area median income which is roughly $34,000 for a family of four.

He advised that the Habitat contract seeks to engage them to build three additional homes in the Washington Terrace area as well as for operational funding up to $105,000. He pointed out since 2008; Habitat has built 25 homes and sold 25 homes in this area and presently have five under construction.

Mr. Fuqua gave a brief update on Community Housing Solutions and advised they are looking to engage them to build two new additional homes in the Southside area with a contract amount of $243,000. He shared that CHS recently completed two homes at 809 & 811 George Place that are available for sale and/or lease purchase at this time. He added that Council has previously approved contracts with both organizations in the past with the Community Housing Neighborhood Development Committee voting unanimously to bring it to Council for consideration and approval at the May 10th meeting. Staff is recommending Council approve these contracts and authorize the appropriate city staff to execute all the necessary documents.

Following Mr. Fuquay's presentation, there were no questions.

Approved contract with Habitat for Humanity of High Point, Archdale, Trinity and Community Housing Development Organization (CHDO) to construct affordable homes in Southside and Washington Terrace in the funding amount of $348,000.00.

A motion was made by Mayor Pro Tem Golden, seconded by Council Member Williams, that this matter be approved. The motion passed by a 9-0 unanimous vote.

PROSPERITY & LIVABILITY COMMITTEE - Council Member Ewing, Chair
Committee Members: Ewing, Hill, Wagner, & Williams (All were present)

160163 **Historical Marker Policy - Revision**

Consideration of a revision to the City's Historical Marker Policy.

_____Transcript_____

***Council Member Ewing**: The only agenda item we have tonight is a recommendation of the Historical Marker Policy revisions; I believe Mr. Hemann has some background on that.*

***Randy Hemann, Assistant City Manager**: Mayor and Council members you have before you two proposed changes to the roadside marker policy. It was adopted in January. And, these changes are:*

1. *To clarify that the standard marker would be black with silver letters and have the City seal. That does need to be clarified based on confusion when the first person came forward.*
2. *The other suggestion was that you would leave the door open for the City to provide funding by revising that section that the City does not budget annually for markers but in some instances you may want to assist with funding, just to leave the door open in case you ever decide to do that in the future. We do not budget for these.*

I don't think there's anything in the budget this year for those or next year. It was my suggestion you might want to leave that door open.

***Council Member Ewing**: My question Randy would be who makes the decision. We delegated the approval of the markers to the Historical Preservation. Are they the decider's on the funding? Will any funding requests come back to Council for decisions? Who makes that decision?*

***Randy Hemann, Assistant City Manager**: You have to approve the markers and I would suggest at that time you could ask.*

***Council Member Wagner**: It would have to come to us because if there's no money budgeted we'd have to amend the budget to do it.*

***Randy Hemann, Assistant City Manager**: That is correct.*

***Mayor Pro Tem Golden**: What drove the change with City wanting to pay for these markers?*

***Randy Hemann, Assistant City Manager**: I just wanted to leave the door open. I know that we may have some where people come in and there are very worthy causes and worthy things to recognize, but they may not have money. A lot of City's fund these kind of markers so I thought it would be a good idea to leave the door open for that while we're also making the other change.*

***Council Member Wagner**: What's the cost of a typical marker?*
***Randy Hemann, Assistant City Manager**: About $5,000.*

***Council Member J. Davis**: Randy, were you here in January when we had this discussion and passed this new....*

***Randy Hemann, Assistant City Manager**: Yes, when I recently played the committee minutes to go back and listen.*

***Council Member J. Davis**: Because I don't remember any discussion or anything from staff asking for that option. The whole discussion that I recall is that Council didn't want to get into the sign buying business and that's the reason why we wrote the ordinance so that individuals can go to the Historic Preservation Commission or organizations with a request and then they would approve or deny and Council didn't have any business being in that and then the funding, you know, they would have to provide their own funding. I'm just curious why that was never brought up for discussion in all the meetings that we had that the City might be willing to fund some.*

***Council Member Wagner**: I could envision a situation where the impetus to honor somebody or remember some historical event or some historical place might actually come from Council and not from an outside group.*

***Council Member J. Davis**: Well, if you read our ordinance, it says, "Council can initiate." So, I would think that if Council initiated one then we might consider funding it, but I don't think that we should be in the business that other organizations or individuals want one and then come to us to fund it. Now, I think if Council initiates it that's a different scenario.*

***Council Member Alexander**: But I think the city staff is saying that they're not recommending anything and they just want to leave that loop hole there that should it be and since we would approve it and we would have to appropriate funds you, ultimately have your check in balance there.*

***Council Member J. Davis**: I think that were opening pandora's...*

***Council Member Wagner**: We'll have to look at this by a case by case basis.*

***Mayor Bencini**: It looks to me like this is just building flexibility into the policy that's already in existence.*

***Mayor Pro Tem Golden**: I understand the flexibility, but my fear is the first time that somebody comes in and we deny them funding and we approve funding for another organization, and we just created a sense of bias by this Council.*

***Council Member C. Davis**: And that's one of the things that I went to Mr. Hemann prior to the meeting and ran a couple scenarios by him. For instance, coming into the City of High Point, the City Manager saw fit when there was a question about the confederate flag that was so hot a topic and everything was removed: Kiwanis, the Rotary Club, a variety of other signage was also removed. One of them could come back and say that we have a history, proof of that history. One of those, I can't remember because I'm not acclimated to all the*

signs that were there but something in regards to the confederacy was there. They could say on such on such property this occurred and we want a marker. We would like for you to help us pay for it, we have to come up with some of the monies ourselves. Mr. Hemann said that we could certainly deny that. We wouldn't have to pay for that. But here's the rub for me, is if we did it for one as Mr. Golden said and we don't do it for another, then there could be a sense of discrimination there. A sense of whatever in that particular situation or instance, but if we don't fund any at all, then we have removed ourselves from any attachment to anything that's being done other than the process that's been spelled out in the original policy. We don't have to worry about playing favorites one over the other and if Council, as Mr. Davis says, has the ability now to initiate a historical marker and its appropriate to do so, then we just simply pay for it that way. But I'm very concerned about the types of history that we may be putting City funds to that we should not be funding.

***Council Member J. Davis**: I recall the P&L Committee is the one that vetted this and made a recommendation to Council.*

***Council Member C. Davis**: They did.*

***Council Member J. Davis**: ...and the discussion and the minutes probably reflect the fact that they didn't want the City funding these markers because I remember reading the minutes and having those discussions. And then six months later we are revisiting it.*

***Council Member Ewing**: Randy, how many have been installed to date in the little less than six months that we've had the policy?*

***Randy Hemann, Assistant City Manager**: I don't know that any have been installed. I think we've got just Southwest Renewal has ordered one and there are two other ones that have been approved by the policy under discussion. I don't know what the funding is for those right now.*

***Council Member Ewing**: So three total have been approved, but do we have any others that have applied?*

***Randy Hemann, Assistant City Manager**: No, I know that Pat Plaxico has mentioned wanting to do one but I don't know where that is in the process.*

***Randy McCaslin, Deputy City Manager**: Washington Street renovations...as part of the work we've done down there, a historical marker was approved as part of that project and we're finalizing the wording on that now, then it will be ordered.*

***Mayor Pro Tem Golden**: And the City's paying for that?*

***Council Member C. Davis**: That was a promise before the ordinance went into place, I believe.*

***Council Member Hill**: Is that the type of situation that you're envisioning and wanting to put in?*

***Randy Hemann, Assistant City Manager**: That's one of them. I could tell you that I was part of a group that I started doing these in Salisbury. They got a list of everything that everybody wanted to propose and actually had a committee that would vet those and prioritize them and then they funded them annually out of the City budget. You all may not want to do that here, but they did it and did it as a means to make sure that everyone regardless of whether or not you know they could go out and raise the money the voice was heard and the most important things were prioritized and listed in this manner. So that was their take on how they ran the program.*

***Council Member Wagner**: So before this would come to us, asking us for money you would have gone through the Historic Preservation Commission and been approved by them? That's the way it would work? So then it would have already been vetted, as to whether it was appropriate and what-not before it would come to us.*

***Council Member Alexander**: Before we get the discussion on the floor, I'll MAKE A MOTION TO APPROVE THE REVISIONS.*

***Chairman Golden**: Let me ask a question first. What about a compromise?*

***Council Member Wagner**: I'll SECOND that motion just so we can have something to discuss.*

***Mayor Bencini**: We have a motion for second.*

***Mayor Pro Tem Golden**: Are we open for discussion?*

***Mayor Bencini**: Yes, we are Mr. Golden.*

***Mayor Pro Tem Golden**: I don't never want to be one that shows favoritism, but what about a compromise if we just, I don't know, budget three a year, and people apply and then whoever the City Council is do the approval for the process and if you don't get in that three during that annual, you have to apply the following year. That way we don't have to worry about this favoritism and a whole lot of people wanting signs and all of a sudden the City's paying for them. Because you said none have gone up so far, but I guarantee you once they find out they're free, they'll go up.*

***Council Member J. Davis**: What did the policy say about if one was damaged because of it being the right of way…*

***Council Member C. Davis**: The City's pays for it.*

***Council Member J. Davis**: …so the city would have to pay for it then? I'm talking about the original policy that we adopted.*

***Randy Hemann**: I believe it did say that.*

***Council Member C. Davis**: I think the underlined changes are in purple and I have a printed copy. The only two changes that I see is: The addition, it looks like that the standard marker shall be black with silver letters with the City seal positioned at the top in the arch as demonstrated on several existing markers and the other (Oh, I'm sorry there are three). The removal of the following sentence, "The City shall not provide funds for markers through the budget process". The new insertion reads: The City does not budget annually for markers; however, in some instances the City may fund or assist with the funding of markers. The other strike out reads: "No marker may be approved prior to its funding being previously secured". The new verbiage reads: "Priority of marker placement will be given to proposed markers that meet requirements and have private funding".*

***Council Member Ewing**: I see being part of the committee that originally discussed this, we said no city funding for a reason. But, now that it's been out there for 5-6 months there's cases that it may be applicable. One thing that I had a conversation with Mr. Hemann on and I'll make a SUBSTITUTE MOTION to this point TO APPROVE THE REVISION WITH THE ADDITION OF THE FIRST SENTENCE, "However, in some instances the City may fund or assist with the funding of markers when initiated by Council and/or staff." So we can't have all sorts of other organizations coming in. If it's initiated from staff or this Council, then we can fund.*

***Mayor Bencini**: Then it's an option to fund; it's not an obligation to fund.*

***Council Member Ewing**: Right…it's not an obligation to fund.*

***Council Member J. Davis**: I don't know, should we get staff involved in that? To me I think we covered the bases when it says Council initiated. If there's a group or organization in this City that really make a case for a sign and cannot pay for it, I think that they can come to P&L Committee and make a case that City Council could go back and initiate it and agree to fund it and then make a recommendation for Council to consider. I think our original ordinance covers that.*

***Council Member Ewing**: Is that a friendly amendment to the…*

***Council Member C. Davis**: Well it was spelled out in the original...*

***Council Member J. Davis**: Well, it was already written in there that Council could initiate it. If you want to make it a friendly amendment. You know, if you have an organization that comes to P&L that makes a valid case that you feel like, yeah I think City needs this marker. Then you could make a recommendation to Council just like we do through our committee structure to fund it and then go to Finance just like normal things and we say okay, Yea or Nay and it goes to Council for approval. Our original ordinance allows that now, just doesn't have city funds in place.*

***Council Member Hill**: So you made a substitute motion, I'll SECOND your substitute motion.*

***Mayor Bencini**: We have a substitute motion and second.*

***Council Member J. Davis**: Do I need to make a substitute motion to his substitute motion?*

***Council Member Alexander**: Well, no you'll have to vote on the substitute first.*

***Council Member J. Davis**: Are you sure about that? I think we've been down this road before.*

***Mayor Bencini**: We only deal with one substitute motion at a time.*

***Council Member J. Davis**: Alright, so what is the substitute motion?*

***Mayor Bencini**: Could you restate your substitute motion Mr. Ewing?*

***Council Member Ewing**: Yes, that the language be added to the sentence, However, in some instances the City may fund or assist with the funding of markers when initiated by Council and/or staff." And the City Attorney can clean up any…legal gray areas that she wishes.*

***Council Member J. Davis**: And I can't make a friendly amendment to that to say remove staff?*
Would you be willing to make a friendly amendment to remove staff?

***Council Member Ewing**: Certainly, when initiated by Council.*

***JoAnne Carlyle, City Attorney**: And, do you second that?*

***Council Member Alexander**: I have a problem with removing staff. A lot of times these folks really know what's going on. We put markers up all over town. Every building that we build we've got markers. We have markers all over different things. We put an honorary marker on the Depot up there for Jerry Yarborough and if I sat here and thought about it I could think about a dozen brass markers that we've put up. This is kind of much to do about nothing, we need to allow staff to do their job, provide us advice and move forward. So, I have a problem when you start pushing staff out of it.*

***Council Member J. Davis**: Can I second his friendly amendment?*

***JoAnne Carlyle, City Attorney**: I was just getting ready to say, procedurally you have substitute motion on the table that has no second at this point at time which is why I looked at Alyce because she originally seconded and are you willing to second as is?*

***Council Member Hill**: I would like to keep staff in.*

***Council Member C. Davis**: You see, my problem with keeping staff in, is the fact that we have this… okay.*

***Mayor Bencini**: We can talk about that when we get a second.*

***JoAnne Carlyle, City Attorney**: We don't have a second yet. We're looking for a second to Council Member.....*

***Council Member Wagner**: Amendment to the SUBSTITUTE MOTION.*

***JoAnne Carlyle, City Attorney**: Yes.*

***Council Member J. Davis**: To the amendment, to the friendly amendment?*

***JoAnne Carlyle, City Attorney**: Jim does, He has removed, his motion is without staff…*

***Council Member J. Davis**: Alright, I will SECOND Council Ewing's friendly amendment.*

***JoAnne Carlyle, City Attorney**: …here's a SECOND. Continue discussion.*

***Council Member Ewing**: I think whether staff is in that or not, if it's going to come back to our committee what precludes if we take staff out of there, staff can still come to any one of our committee members and say you know we should consider this marker and then Council can initiate it. So, I think whether staff is in there or not, we're still doing the same thing.*

***Mayor Bencini**: If staff's not there, we're not there…okay? I mean that's the reality.*

***Council Member J. Davis**: Well, the reality is that if someone wants a marker they've got to go to Historic Preservation Commission first because that's the authority that we gave to hear about the markers.*

***Council Member C. Davis**: That's right.*

***Council Member Wagner**: It would have already been heard and vetted by them and approved before it ever comes to us to ask for money.*

***JoAnne Carlyle, City Attorney**: Well, but the way this is proposed at this point in time, is that Council may initiate for it to go through that commission.*

***Council Member J. Davis**: And it still has to go to them.*

***Council Member Wagner**: It'll always do that.*

***Mayor Bencini**: We could always do that anyhow couldn't we?*

***Council Member C. Davis**: The only question that I have Mr. Ewing is…*

***Council Member Wagner**: It's not law, its policy.*

***JoAnne Carlyle, City Attorney**: No, you're right.*

***Council Member C. Davis**: The only question is, is that there were 1, 2, 3 - 3 changes, so are you doing away with those 3 changes and just doing the 1 change?*

***Council Member Ewing**: I'm just amending that one sentence to include that phrase.*

***Council Member C. Davis**: Okay, so we're taking out the funding part too is that correct? Or are we leaving the funding part in?*

***Council Member Ewing**: That was an amendment to the funding part. I'm adding that to it.*

***Council Member C. Davis**: Okay, so you're just adding to, you're not removing anything?*

***Council Member Alexander**: So is staff in or out?*

***Mayor Bencini**: Is staff in or out?*

***Council Member Wagner**: His motion is that staff is out.*

***Council Member C. Davis**: Staff is out, but funding is still in.*
***JoAnne Carlyle, City Attorney**: Currently out.*

***Mayor Bencini**: Okay, currently out.*
***Council Member Williams**: Can we vote on that motion?*

***Mayor Bencini**: Okay.*

***Council Member J. Davis**: Call the question.*

***Mayor Bencini**: Alright*

***Council Member C. Davis**: I'm confused.*

***Mayor Bencini**: All those in favor, of the substitute motion say Aye.*

***Mayor Pro Tem Golden and Council Members C. Davis and J. Davis**: Aye.*

***Mayor Bencini**: Opposed?*

***Mayor Bencini, and Council Members Alexander, Ewing, Hill, Wagner, and Williams**: No.*

***Mayor Bencini**: That Motion FAILS.*

***Council Member Wagner**: We're back to the original motion that Latimer made, right? For approval as the policy was written?*

***Council Member Alexander**: Yes, have to go back to the original motion.*

***Council Member Ewing**: Can I make a new substitute motion without that friendly amendment? Is that procedurally allowed?*

***JoAnne Carlyle, City Attorney**: You can make another substitute motion. I don't think there's a limit on who can make it.*

***Council Member Ewing**: But we want to get out of here tonight.*

***Mayor Bencini**: Mr. Ewing, you want to make a substitute motion?*

***Council Member Ewing**: I move, I make a SUBSTITUTE MOTION that we include the language when initiated by council and/or staff.*

***Council Member Williams**: SECOND*

***Mayor Bencini**: We have a motion and second. Any further discussion? All those in favor, say Aye.*

***Mayor Bencini, Mayor Pro Tem Golden, and Council Members Alexander, C. Davis, J. Davis, Ewing, Hill Wagner, Williams**: Aye.*

***Mayor Bencini**: Opposed? [none]*

***Mayor Bencini**: That MOTION carries [9-0 vote]*

[end of transcript]

Approved revision to the City's Historical Marker Policy.

A motion was made by Council Member Ewing, seconded by Council Member Hill, that this matter be approved. The motion passes by a 9-0 unanimous vote.

PLANNING & DEVELOPMENT COMMITTEE - Council Member Wagner, Chair
Committee Members: Wagner, C. Davis, J. Davis & Golden (All were present)

160164 **Yihua Timer Industry, Inc. - Right-Of-Way Encroachment (RE-16-0013)**

A request by Yihua Timer Industry, Inc. to allow a proposed building to be erected within the right-of-way along E. Commerce Avenue. The proposed building will replace the existing building located at 305 E. Commerce Avenue, which currently encroaches into the right-of-way. The proposed building will encroach 1.33-feet into the right-of-way.

Senior Planner Justin Westbrook presented the staff report regarding this matter which is hereby attached in Legistar as a permanent part of these proceedings.

Mr. Westbrook provided some background information on this case and noted it was located across the street from the new Classic Furniture Showroom. He reported there are two buildings currently on the site now on the same property. One is addressed as 135 South Hamilton and the other is addressed as 305 East Commerce. This case deals with the 305 East Commerce building (eastern building). He noted these buildings are old and that the applicant, Yihua Timber Industry who also owns the building. He pointed out the applicant; Ms. Smalls from Westcott Small & Associates was also present to answer any questions.

They are proposing to demolish the eastern one-story building (address 305 East Commerce) and would like to build a new building. Currently both buildings are internally connected; however, both buildings are one foot four inches over the property lines so they reside in the East Commerce right-of-way. They are requesting to build the new 5 story building for the increased market showroom demand. They will be in the existing footprint, so the applicant is requesting a right-of-way encroachment that currently already exists, not to encroach any more than they already do. He advised they still will be internally connected and shared that the structural engineer is also present to answer any questions.

The Technical Review Committee reviewed this request on May 26, 2016 and determined that the proposed encroachment would not affect public safety or interfere with street maintenance needs, especially since the new building will use the same footprint as the existing one.

Mayor Bencini asked if any consideration was given to our policy to require them to tear down both buildings and start over.

Council Member C. Davis asked if there was any concern given to the other portion of the building being damaged when this other section is taken down due to its age? Mr. Westbrook deferred the question to the applicant for an explanation due to not having the commercial construction building plans not currently being available. The contractor explained the buildings are simply adjacent to each other, and there are no structural connections.

Approved the request by Yihua Timer Industry, Inc. to allow a proposed building to be erected within the right-of-way along E. Commerce Avenue (the proposed building will encroach 1.33-feet into the right-of-way).

A motion was made by Council Member J. Davis, seconded by Council Member Wagner, that this matter be approved. The motion passed by a 9-0 vote.

PUBLIC HEARINGS

160165 **Winning Link Property Resources, LLC - Zoning Map Amendment 16-08**

A request by Winning Link Property Resources, LLC to rezone an approximately 0.9-acre parcel from the Highway Business (HB) District to the General Business (GB) District. The site is lying east of Westchester Drive and north of N. Ward Avenue *(1911 Westchester Drive).*

The public hearing for this matter was held on Monday, June 6, 2016 at 5:30 p.m.

Herb Shannon, Senior Planner presented the staff report for Zoning Map Amendment 16-08, which is hereby attached in Legistar as a permanent part of these proceedings.

The applicant, Winning Link Property Resources, LLC has submitted a Zoning Map Amendment request to rezone an approximately 0.9-acre parcel from the Highway Business (HB) District to the General Business (GB) District located on the eastside of Westchester Drive and north of Ward Avenue. Mr. Shannon advised this is the location of the old Burger King which has been demolished and noted the GB District has less restrictive setback standards.

Based on the small size of the property and the larger area that is zoned Highway Business, one of the concerns staff looked at was if this would generate any type of spot zoning concern. He explained that spot zoning could be considered illegal unless the city can establish a reasonable public policy for approval of the request and some of the issues to be considered would be the size of the property, compatibility with the uses in the area and the city's comprehensive plan and any benefits or detriments resulting from the rezoning request. Based on the adopted policies and Land Use Plan, staff feels this is an appropriate location for commercial uses and as these two districts allow similar uses, it would not be introducing any significant different land uses in this area. As for balance and detriments, there was a concern that it would be granting a lesser restrictive standard than the other properties in this area, but with the recent adoption of the new Development Ordinance that the City Council approved on May 16th, this issue would be eliminated.

Mr. Shannon advised as part of the new Development Ordinance, several districts are being consolidated with the HB and GB Districts are being consolidated into one district. He pointed out within six months everything that is designated here as HB will GB zoning under the new District, so long term approval of this request would not be granting this property owner any long term benefits that would not be available to all the property owners in this area. This is a situation where this this property owner would prefer to build prior to the January 1st effective date of the new ordinance so they have submitted this zoning request.

Staff considers the applicant's request reasonable in the public interest as it is consistent with the Land Use Plan; similar uses are allowed in both districts; and with the new Development Ordinance the HB District will be folded into the GB District so this property owner will not be gaining any long term benefits that would not be available to all property owners in less than six months. For these reasons, staff is of the opinion that it does not constitute spot zoning and is recommending approval. The Planning & Zoning Commission reviewed this request at their April 26, 2016 meeting and recommended approval.

Following Mr. Shannon's presentation, he asked if there were any questions.

At this time, Chairman Wagner opened the public hearing and asked if there was anyone to speak in favor of or in opposition to this request.

Jack Summers, *the property owner, addressed Council in support of this request. He advised that he is developing the property for Family Dollar and they would like to move forward as soon as possible.*

Chairman Wagner asked if there was anyone else wanting to speak. There being none, the public hearing was closed.

Adopted the Ordinance to rezone this property from the Highway Business (HB) District to the General Business (GB) District based upon consistency with the City's adopted plans and that the action taken is considered to be reasonable and in the public interest.

A motion was made by Council Member Wagner, seconded by Council Member J. Davis, that this matter be adopted. The motion passed by a 9-0 vote.

Ordinance No: 7213/16-33
Introduced 6-6-2016; Adopted 6-6-2016
Ordinance Book Vol. XIX, Page 96

GENERAL BUSINESS AGENDA

160166 **Revisions to the High Point City Council 2014-2017 Standing Committees**

Council is requested to confirm the following revision to the 2014-2017 Standing Committees. High Point Theatre Advisory Board - remove Council Member Latimer Alexander and add Council Member Cynthia Davis. This revision is effective immediately.

Approved the revision to the 2014-2017 Standing Committees. High Point Theatre Advisory Board - removed Council Member Latimer Alexander as liaison and added Council Member Cynthia Davis. This revision is effective immediately.

A motion was made by Council Member Alexander, seconded by Council Member Williams, that this matter be approved. The motion passed by a 9-0 vote.

160167 **Reappointments/Appointment- Various Boards & Commissions**

Council is requested to confirm reappointments and appointments to various Boards & Commissions as outlined in the attached documentation.

_____*Transcript*_____

Council Member C. Davis*: Mr. Mayor, before you start on the reappointments, can I make a request prior to that?*

Mayor Bencini*: Sure.*

Council Member C. Davis*: In lieu of the art5icle that was in the Enterprise, Mr. Alexander shared that he had a couple of people that are submitting applications for boards and*

commissions that they always wanted to serve, but didn't know how to go about that. Could we table this until our July meeting to allow people some time to apply for boards and commissions now that that article has hit the paper?

The only reason I'm asking is because the on-line application if they apply on-line, those applications get lost. The city clerk's not here, but she's expressed….. as a matter of fact when I appointed Jim Bronnert to the CAC, I actually wanted to appoint Pastor Robinson, but Pastor Robinson had completed the application three times on-line and that application was never received by our city clerk. So I think that even though there are individuals that are not eligible, although there are members on Council that would like to see those individuals continue that maybe there's a way that we can get the word out through maybe another article or something to allow people an opportunity to really apply who want to serve and then look at what our selection base looks like at that time.

***Mayor Bencini**: If you want to make a motion. I personally…..*

***Council Member C. Davis**: I was wanting to have that conversation to see what the appetite was before I made a motion.*

***Council Member J. Davis**: At the last meeting, we let Latimer and Cynthia kind of take that bull by the horns and run with it. To me, if that's her judgment and she feels like that's a good decision. I mean we gave her and Latimer the authority. I'm okay in waiting another month. I have a couple of appointments tonight, but they can continue to serve.*

***Council Member Alexander**: I'd like to go ahead. We have a number that are expiring at the end of this month, so I'd like to go ahead and in one motion….*
I make a MOTION to approve the attachment that is on Council's desk and I'd like to encourage folks to continue to apply for boards and commissions. There are a lot of seats still available and I see no reason to wait. So I'll make a MOTION to approve.

***Mayor Bencini**: We have a motion. Is there a SECOND?*

***Mayor Pro Tem J. Davis**: Well, then, if we're going to do that, I'll let Jeff make a substitute motion.*

***Mayor Pro Tem Golden**: I guess if we're going to do it in one motion, I'd just be making a SUBSTITUTE MOTION to add some people or do we need to….*

***Council Member J. Davis**: The CAC was left off.*

***Council Member Wagner**: So that we'd have something to work off of.*

***Mayor Bencini**: We've got a SECOND by Mr. Wagner.*

***Council Member Alexander**: We can do this one and then we can suspend the rules and do the CAC.*

***Mayor Bencini**: Alright, we have a motion and a second. Any further discussion?*

***Council Member C. Davis**: Yes, I wanted to make sure that we pointed out that our ….the manager's secretary had received an email from two of the individuals that did not want to serve on the CAC. Although they don't appear on that list, before we get into the second part and I apologize. Mr. Mingo and Teresa Echard didn't want to serve any longer either. So I just wanted to make that aware. You can go ahead.*

***Mayor Bencini**: Any other comments? [none] All those in favor, say Aye.*

***Mayor Bencini; Mayor Pro Tem Golden; and Council Members Alexander, Williams, Hill, Wagner, J. Davis, and Ewing**: Aye.*

***Mayor Bencini**: Opposed?*

***Council Member C. Davis**: No.*

***Mayor Bencini**: That motion carries.*

Now I believe Mr. Golden and Mr. Davis wanted to add one and suspend the rules and add a couple of appointments.

***Mayor Pro Tem Golden**: To suspend the rules to make two reappointments and one appointment. All three of these people are to the CAC.*

***Mayor Bencini**: Okay, MOTION TO SUSPEND.*

***Council Member J. Davis**: SECOND.*

***Mayor Bencini**: A motion and a second. All those in favor, say Aye.*

***Mayor Bencini; Mayor Pro Tem Golden; and Council Members Alexander, C. Davis, Williams, Hill, Wagner, J. Davis and Ewing**: Aye.*

***Mayor Bencini**: That motion carries.*

***Mayor Pro Tem Golden**: The two reappointments are Willie Davis and Elizabeth Dennis and the first time appointment is Amanda Anderson.*

***Council Member J. Davis**: That's Wards 5….*

***Mayor Pro Tem Golden**: Wards 1, 5, and 4. That's the MOTION.*

***Mayor Bencini**: Is there a second?*

***Council Member J. Davis**: SECOND.*

***Mayor Bencini**: Motion and second. All those in favor, say Aye.*

***Mayor Bencini**: Opposed?*

***Mayor Bencini**: That motion carries. [9-0 vote]*

***Council Member C. Davis**: I'd also like to ask that my CAC appointment would continue, Mehmet. He's eligible to continue on. He was an one-year appointment.*

***Council Member Alexander**: Motion to suspend the rules to consider.*

***Mayor Bencini**: Is there a SECOND?*

***Chris Williams**: SECOND.*

***Mayor Bencini**: All those in favor, say Aye.*

***Mayor Bencini; Mayor Pro Tem Golden; and Council Members Alexander, C. Davis, Williams, Hill, Wagner, J. Davis and Ewing**: Aye.*

***Mayor Bencini**: Opposed?*

***Mayor Bencini**: That motion CARRIES.*

***Mayor Bencini**: You'll make that as a motion.*

***Council Member C. Davis**: Yes, please. I'd like to make the motion to CAC, that Mehmet…I can't think of his last name and I don't have it before me.*

***Council Member J. Davis**: We've already suspended the rules for CAC*

***Council Member C. Davis**: He's Human Relations, I apologize.*

***Council Member Wagner**: Wasn't he on the list?*

***Council Member C. Davis**: He is on the list. I apologize. My apologies.*

***Mayor Bencini**: Motion withdrawn.*

[end of transcript]

Approved/confirmed the preceding reappointments/appointments to the various Boards & Commissions as outlined in the attached documentation.

A motion was made by Council Member Alexander, seconded by Council Member Wagner, that this matter be approved. The motion passed by an 8-1 vote:

Aye (8): Council Member Hill, Council Member Williams, Council Member Ewing, Council Member Wagner, Mayor Pro Tem Golden, Mayor Bencini, Council Member Alexander, and Council Member J. Davis

Nay (1): Council Member C. Davis

160169 **Appointment/Reappointment - Boards & Commissions - CAC**

Council is requested to confirm the following reappointments and appointment to the Citizens Advisory Council (CAC).
Reappointment of Willie Davis (ward 1) - effective immediately and expires 5/31/2018
Reappointment of Elizabeth Dennis (ward 5) - effective immediately and expires 5/31/2018
Appointment of Amanda Anderson (ward 4) - effective immediately and expires 5/31/2018

A motion was made by Mayor Pro Tem Golden, seconded by Council Member Davis, that these reappointments/appointments to the CAC be approved. The motion PASSED by a 9-0 unanimous vote. [9-0 vote]

160168 **Minutes to Be Approved**

- Community Housing & Neighborhood Development Committee Meeting; Tuesday, May 10th @ 10:00 am.
- Finance Committee Meeting; Wednesday, May 11th @ 4:00 p.m.
- Special Meeting (Presentation of Annual Budget); Wednesday, May 11th @ 4:30 p.m.
- Manager's Briefing; Monday, May 16th @ 4:00 p.m.
- Special Meeting; Monday, May 16th @ 4:30 p.m. (Closed Session)
- Regular Council Meeting; Monday, May 16th @ 5:30 p.m.
- Special Meeting (Budget); Wednesday, May 18th @ 3:00 p.m.
- Special Meeting (Budget Comment Period); Thursday, May 19th @ 3:00 p.m.

The preceding minutes were unanimously approved as submitted upon motion by Council Member Alexander and second by Council Member J. Davis.

A motion was made by Council Member Alexander, seconded by Council Member J. Davis, that these minutes be approved. The motion passed by a 9-0 vote.

DRAFT

ADJOURNMENT

Upon motion duly made and seconded, the meeting adjourned at 7:38 p.m.

Respectfully Submitted,

_____
William S. Bencini, Jr., Mayor

Attest:

_____
Maria A. Smith
Deputy City Clerk

DRAFT

NORTH CAROLINA

FORSYTH COUNTY

ORDER OF THE COUNCIL OF THE CITY OF HIGH POINT
IN ACCORDANCE WITH G.S.105-321, G.S. 153A-156 AND G.S. 160A-215.2
FOR THE COLLECTION OF 2016 TAXES

TO: JOHN T. BURGISS, RES
TAX COLLECTOR OF FORSYTH COUNTY, CITY OF WINSTON-SALEM,
VILLAGE OF CLEMMONS, VILLAGE OF TOBACCOVILLE, TOWN OF LEWISVILLE,
TOWN OF RURAL HALL, TOWN OF WALKERTOWN, CITY OF KING,
TOWN OF KERNERSVILLE, TOWN OF BETHANIA, CITY OF HIGH POINT

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the 2016 tax records filed in the Office of the Forsyth County Tax Collector, and in the tax receipts herewith delivered to you in the amounts and from the taxpayers likewise therein set forth. You are further authorized, empowered, and commanded to collect the 2016 taxes charged and assessed as provided by law for adjustments, changes, and additions to the tax records and tax receipts delivered to you which are made in accordance with law. Such taxes are hereby declared to be a first lien on all real property of the respective taxpayers in Forsyth County, City of Winston-Salem, Town of Rural Hall, Town of Walkertown, Village of Clemmons, Village of Tobaccoville, Town of Bethania, Town of Lewisville, City of King, Town of Kernersville, City of High Point, Beeson's Cross Roads Fire Protection District, Belews Creek Fire and Rescue Protection District, City View Fire Protection District, Clemmons Fire and Rescue Protection District, Forest Hill Fire and Rescue Protection District, Griffith Fire Protection District, Gumtree Fire and Rescue Protection District, Horneytown Fire and Rescue Protection District, King of Forsyth County Fire and Rescue Protection District, Lewisville Fire and Rescue Protection District, Mineral Springs Fire Protection District, Mineral Springs Service District, Mount Tabor Fire and Rescue Protection District, Northeast Fire and Rescue Protection District, Old Richmond Fire and Rescue Protection District, Piney Grove Fire Protection District, Suburban Fire and Rescue Protection District, Salem Chapel Fire and Rescue Protection District, South Fork Fire Protection District, Talley's Crossing Fire and Rescue Protection District, Triangle Fire Protection District, Union Cross Fire and Rescue Protection District, Vienna Fire Protection District and West Bend Service District, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell, any real or personal property, and attach wages and/or other funds, of such taxpayers, for and on account thereof, in accordance with law.

You are also hereby authorized, empowered and commanded to administer and to collect taxes on gross receipts derived from retail short-term leases or rentals of motor vehicles as set forth under G.S. 153A-156 and gross receipts derived from short-term lease or rental of heavy equipment as set forth under G.S. 160A–215.2. You are hereby authorized to promulgate such rules and procedures necessary to administer these taxes which are not inconsistent or contrary to applicable law.

Within available funds in the budget ordinance and personnel positions established, the Tax Collector may appoint employees and authorize them to perform those functions authorized by the Machinery Act of Chapter 105 of the North Carolina General Statutes and other applicable laws for current and previous years' taxes. County personnel presently in the Tax Collector's office continue to serve in their respective positions at the discretion of the Tax Collector.

WITNESS my hand and official seal, this the 20th day of June, 2016.

MAYOR, CITY OF HIGH POINT

ATTEST:

CLERK

Resolution Approving Financing Terms

WHEREAS: The City of High Point ("City") has previously determined to undertake a project for the acquisition of certain fleet equipment needs of the City (the "Project"), and the Financial Services Director has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED, as follows:

1. The City hereby determines to finance the Project through Bank of America Public Capital Corp ("Bank"), in accordance with the proposal dated May 31, 2016. The amount financed shall not exceed $5,700,000.00 in two traunches: (1) $2,000,000 - the annual interest rate (in the absence of default or change in tax status) therefor shall not exceed 1.5048%, and the financing term shall not exceed five (5) years from closing; and (2) $3,700,000 - the annual interest rate (in the absence of default or change in tax status) therefor shall not exceed 1.7905%, and the financing term shall not exceed ten (10) years from closing.

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. The City Manager, Gregory Demko, and Financial Services Director, Jeffrey A. Moore, of this City (the officer or officers authorized to act pursuant hereto being hereinafter designated as "authorized officers"), be, and they hereby are authorized, directed and empowered, acting jointly or singly, in the name of this City, to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution. The Financing Documents shall include a Financing Agreement and a Project Fund Agreement as Bank may request.

3. The Financial Services Director is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Financial Services Director is authorized to approve changes to any Financing Documents previously signed by City officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Financial Services Director shall approve, with the Financial Services Director's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The City shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The City hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code 265(b)(3).

5. All prior actions of City officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

BE IT FURTHER RESOLVED: That Bank is authorized to act upon this resolution until written notice of its revocation is delivered to Bank, and that the authority hereby granted shall apply with equal force and effect to the successors in office of the officers herein named.

I, Lisa Vierling, City Clerk of the City of High Point, NC, an instrumentality of the State of _North Carolina_ hereby certify that the foregoing is a full, true and correct copy of a resolution of the City Council of said City, duly and regularly passed or adopted by said City Council as required by law and by the by-laws of said City on June 20, 2016, that said resolution is still in full force and effect and has not been

amended or revoked and that set forth below are specimen signatures of the officers authorized to sign for said City by virtue of said resolution.

IN WITNESS WHEREOF, I have signed as such City Clerk and affixed the corporate seal of said City on June ____, 2016.

SPECIMEN SIGNATURES:

(If the certifier is among those authorized to sign, another authorized officer must also sign this Certificate)

Corporate Seal Here

_____ , **City Clerk**

Signature) (Signature of authorized certifier) Title

_____

(Signature)

CITY OF HIGH POINT, NC

An instrumentality of the State of North Carolina

City of High Point
Lease-Purchase Bid Tabulation
$5,700,000
2015-2016 (2) fire pumpers (1) fire aerial ladder
2016-2017 (2) fire pumpers; (1) fire ladder truck; (3) side-loading refuse trucks
(1) heavy duty trash compactor for landfill use, and (1) VacTor mobile truck

Institution	Rate %	Term Yrs	Quarterly Payment	Total of Payments	Rate %	Term Yrs	Quarterly Payment	Total of Payments		
AEL Financial	Declined to Bid									
Bank of America	**1.50480%**	**5**	**103,997.01**	**$ 2,079,940.24**	**1.79050%**	**10**	**101,234.17**	**$ 4,049,366.88**		**$ 6,129,307.12**
Capital Bank	1.75000%	5		$ 2,091,875.00	2.06000%	10		$ 4,090,627.60	+$5000 closing	$ 6,187,502.60
Capital One Finance	Non-Responsive-required amortization schedules not provided							$ -		$ -
High Point Bank	2.35000%	5	106,374.89	$ 2,127,497.74	2.57500%	10	105,406.77	$ 4,216,270.88		$ 6,343,768.62
NewBridge Bank/Yadkin Bank	2.29700%	5	106,140.00	$ 2,123,150.00	2.90100%	10	106,900.00	$ 4,276,350.00		$ 6,399,500.00
Regions Bank	Declined to Bid							$ -		$ -
Santander Capital	1.79000%	5	104,765.18	$ 2,095,303.60	2.22000%	10	$ 103,402.49	$ 4,136,099.60		$ 6,231,403.20
US Bank	1.52100%	5	104,040.61	$ 2,080,812.11	1.94400%	10	$ 102,006.01	$ 4,080,240.57		$ 6,161,052.68
Whitney Eqpt Financing/Hancock Bank	1.60500%	5	104,266.55	$ 2,085,331.00	1.93100%	10	101,940.52	$ 4,077,620.80	+$600 closing	$ 6,163,551.80

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 May 24, 2016 and before the City Council of the City of High Point on June 20, 2016 regarding **Zoning Case 16-12** a proposed amendment to the Official Zoning Map of the "City of High Point Development Ordinance";

WHEREAS, notice of the public hearings were published in the High Point Enterprise on May 15, 2016, for the Planning and Zoning Commission public hearing and on June 8, 2016 and June 15. 2016, 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 **June 20, 2016.**

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

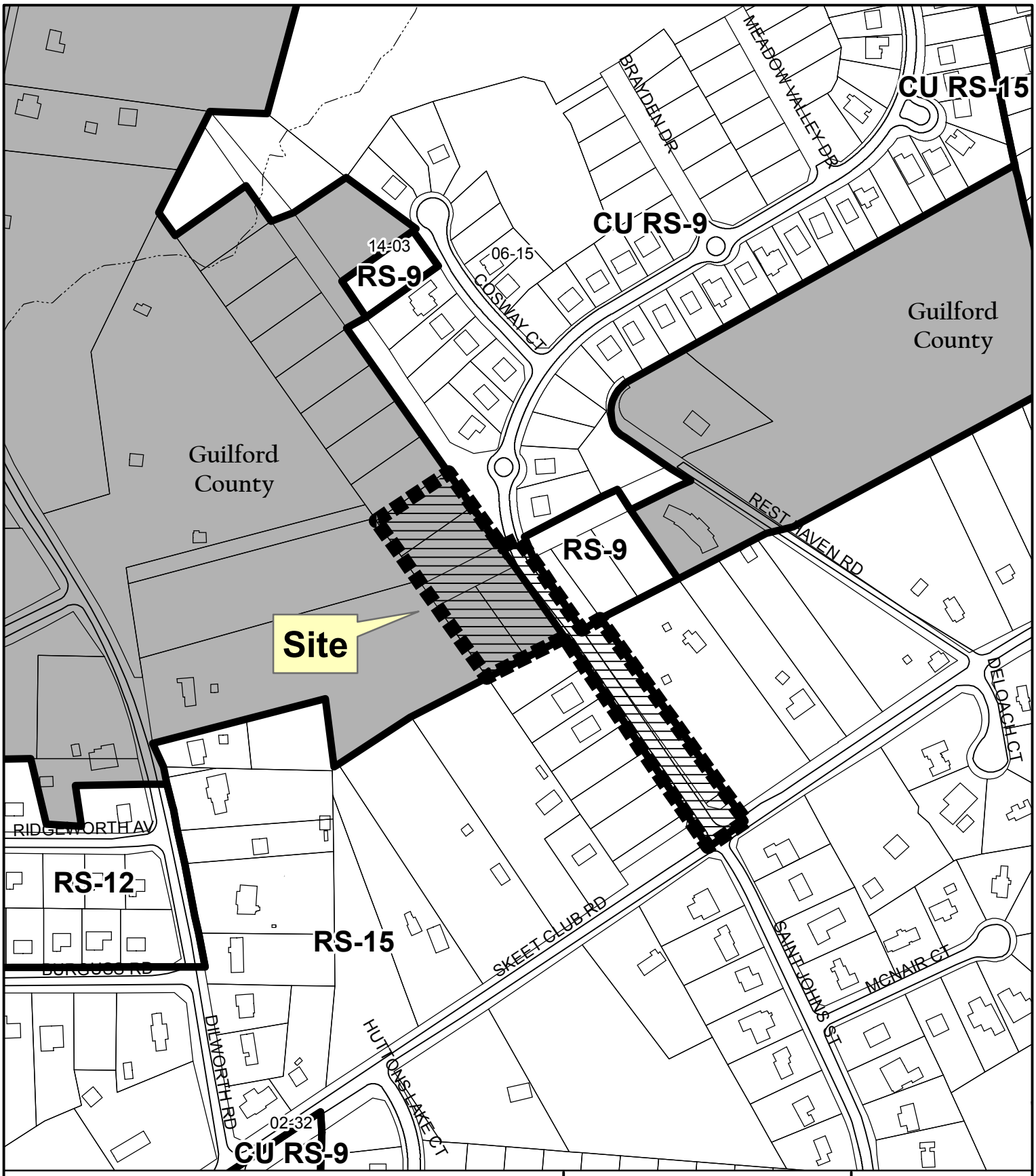
SECTION 1
That the Official Zoning Map of the City of High Point be amended to establish the following described area as: **Residential Single Family-9 (RS-9) District.** The property is approximately 3.64 acres lying north of Skeet Club Road and along the east and west side of St. John's Street, running approximately 1,000 feet north of Skeet Club Road. The property is also known as Guilford County Tax Parcels 0169450, 0169451, 0169452, 0169453 and 0216325.

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

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

SECTION 4.
This ordinance shall become effective upon the date of adoption.
20th day of June, 2016.

Lisa B. Vierling, City Clerk



ZONING MAP AMENDMENT ZA16-12

From: Residential Single Family-40 (Guilford County) & Conditional Use Residential Single Family-9

To: Residential Single Family-9

Existing Zoning Boundary ———

Subject Property Boundary - - - - - -

Planning & Development Department

City of High Point

Date: May 9, 2016

N

Scale: 1"=300'

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CITY OF HIGH POINT
AGENDA ITEM

Title: Annexation Case 16-03

From: Lee Burnette, Planning & Development Director

Public Hearing: Yes

Meeting Date: June 20, 2016

Advertising Date: May 20, 2016

Advertised By: Planning & Development Department

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

PURPOSE:
A request by West Mountain, LLC and Calvin Leon Johnson to consider a voluntary contiguous annexation of approximately 2.08 acres lying along the west side of St. Johns Street, approximately 1,000 feet north of Skeet Club Road. The property is also known as Guilford County Tax Parcels 0169450, 0169451, 0169452 and 0169453.

BACKGROUND:
Staff report and recommendation is enclosed.

BUDGET IMPACT:
There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:
Staff recommends ***approval*** of Annexation Case 16-03.

CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT

STAFF REPORT
ANNEXATION 16-03
June 20, 2016

Request	
Applicants: West Mountain Funding, LLC	**Owners:** West Mountain Funding, LLC and Calvin Leon Johnson
Proposal: Voluntary contiguous annexation.	**Effective Date:** Upon adoption.
	Associated Zoning Case: Zoning Map Amendment 16-12

Site Information	
Location:	Lying along the west side of St. Johns Street, approximately 1,000 feet north of Skeet Club Road.
Tax Parcel Numbers:	Guilford County Tax Parcels 0169450, 0169451, 0169452 & 0169453.
Site Acreage:	Approximately 2.08 acres
Current Land Use:	Undeveloped
Current Fire District:	Horneytown Fire Department
Proposed Development:	Single family dwellings
Proposed Unit Type, Number and Average Value:	The applicant is proposing to build approximately five to six single family homes at a value of approximately $220,000 per dwelling unit.
Proposed Build-out Schedule:	Approximately one-year
Proposed City of High Point Council Ward:	The proposed annexation site is currently surrounded by Ward 5. If approved, the annexation area will be part of Ward 5.
Physical Characteristics:	The property is heavily wooded and has a moderately sloping terrain.
Water and Sewer Proximity:	An 8-inch City water line and an 8-inch City sanitary sewer line lie adjacent to the site within St. John's Street.
General Drainage and Watershed:	The site drains in a northerly and northwesterly direction and development is subject to the Oak Hollow Lake General Watershed Area requirements. Engineered storm water treatment measures are required for multi-family development with a total impervious surface area greater than 24% of the site, and for single family developments with a gross density of 2 units per acre or more.
Overlay District(s):	Oak Hollow Lake General Watershed Area (GWA) Airport Overlay - Zone 4

Adjacent Property Zoning and Current Land Use			
North:	RS-40	Residential Single Family-40 District *(Guilford County)*	Undeveloped parcels
South:	RS-15	Residential Single Family-15 District	Undeveloped parcel
East:	RS-9 CU RS-9	Residential Single Family-9 District Conditional Use Residential Single Family-9 District	Single family dwellings and undeveloped parcel
West:	RS-40	Residential Single Family-40 District (Guilford County)	Undeveloped parcels

Transportation Information			
Adjacent Streets:	**Name**	**Classification**	**Approx. Frontage**
	Saint John's Street	Local Street	470 ft.
Vehicular Access:	Saint John's Street		

City Department Comment Summary

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

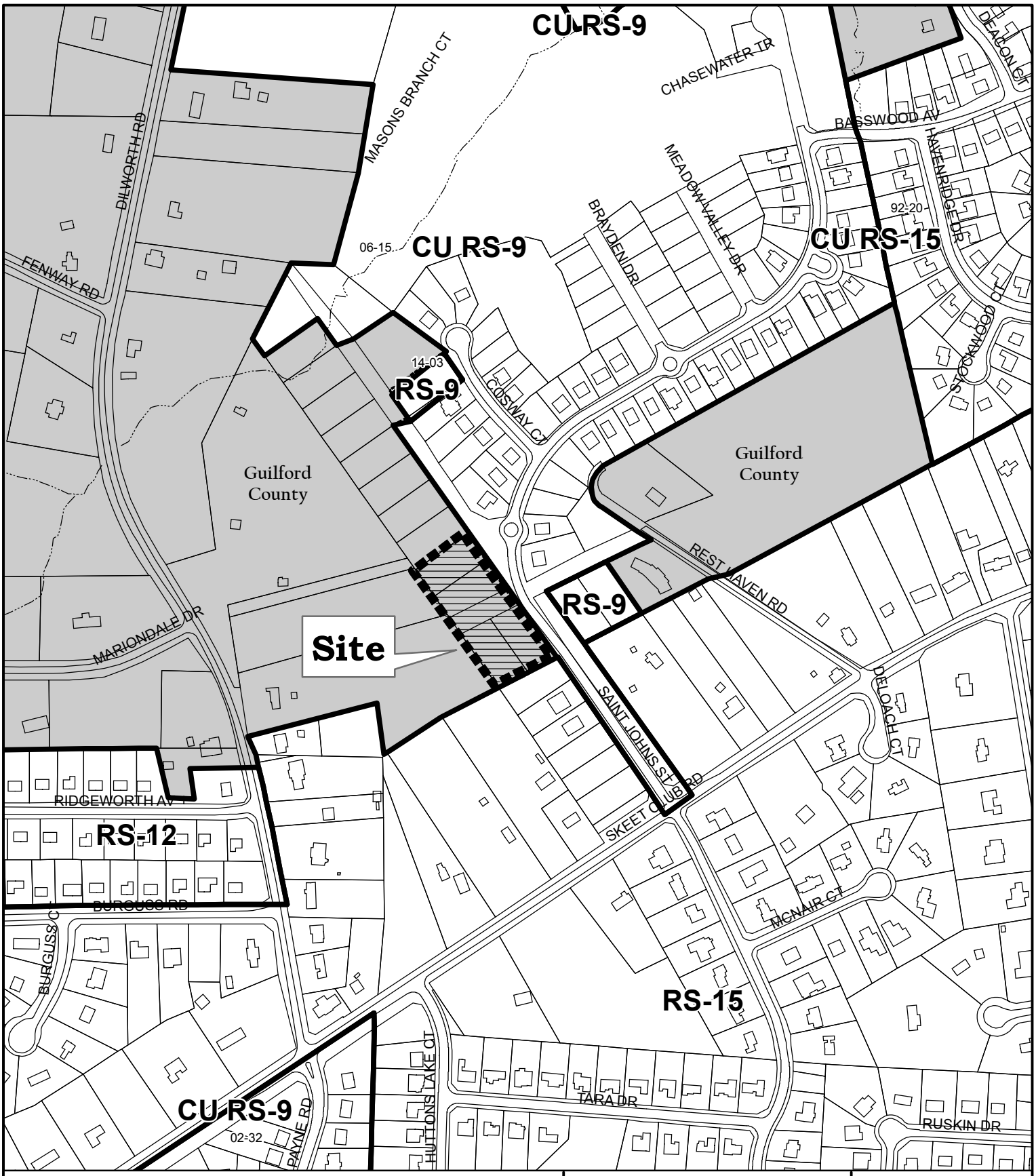
Details of Proposal

The applicant is requesting annexation of approximately 2.08 acres in order to have access to city utilities. The annexation site is abutting, but is not part of, the adjacent Meadow Valley subdivision where single family homes are being constructed. Adjacent parcels along St. John's Street are currently within the High Point corporate limits and City utilities consisting of improved public streets, water lines and sewer lines have been installed. The applicant has submitted an annexation application and zoning application so that the various parcels may be combined and resubdivided to orient lots toward St. John's Street for the development of approximately five to six single family dwellings.

This annexation petition represents a logical progression of the City's annexation policy for this area as the site abuts the City's corporate limits to the east and south. City services and service vehicles are already present in this area and the annexation of these parcels will not negatively impact the City's ability to provide services in this area.

Report Preparation

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



ANNEXATION REQUEST AN16-03

Applicant: West Mountain, LLC
Area: 2.15 acres (approximate)

Existing Zoning Boundary
Subject Property Boundary

Planning & Development Department

City of High Point

Date: April 14, 2016

N

Scale: 1"=400'

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Return to: JoAnne Caryle, City Attorney
City of High Point
P.O. Box 230
High Point, NC 27261
Ordinance No. xxxx / 16-xx

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF HIGH POINT, NORTHCAROLINA

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

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

WHEREAS, a public hearing on this annexation was held at the Municipal Building at 5:30p.m. on the 20th day of June, 2016; and,

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

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

SECTION 1. By virtue of the authority granted by G.S. 160A-31 as amended, the following described territory is hereby annexed, and made a part of the City of High Point as of **June 20, 2016**.

ANNEXATION DESCRIPTION
Applicant: **Annexation Case 16-03** **(**West Mountain Funding, LLC; Shugart Management, Inc. and Calvin Leon Johnson)

Lying along the west side of St. John's Street, approximately 1,000 feet north of Skeet Club Road and also known as Guilford County Tax Parcels 0169450,

0169451, 0169452 & 0169453, including the abandon Indian Avenue right-of-way, containing 2.08 acres more or less, and particularly described as follows:

Guilford County Tax Parcels 0169450 and 0169451: BEGINNING at a point in the southern right-of-way of Indian Drive (abandoned) and the western right-of-way of St. John's Street, said point being the northeast corner of Lot 2 Staton Park as recorded in Plat Book 36, Page 51; thence with the right-of-way of said St. John's Street S. 33°38' E. 200.0 ' to a point, the southeast corner of said Lot 2; thence with the southern line of said Lot 2 and Lot 1 Staton Park S. 64°40' W. 201.62' to a point, the southwest corner of said Lot 1; thence with the western line of said Lot 1 N. 33°38' W. 200.00' to a point in said Indian Drive, the northwest corner of said Lot 1; thence with the southern right-of-way of Indian Drive N. 64°40' E. 201.62' to the place of beginning and containing 0.91 acres more or less.

Guilford County Tax Parcels 0169452 and 0169453: BEGINNING at a point in the northern right of Indian Drive (abandoned) and the western right-of-way of Staton Drive (not open); said point being the southeast corner of Lot 7 Staton Park as recorded in Plat Book 36, Page 51; thence with the right-of-way of said Indian Drive S. 64°40'W. 201.62' to a point, the southwest corner of said Lot 7; thence with the western line of said Lot 7 and Lot 8, Staton Park N. 33°38' W. 180.74' to a point, the northwest corner of said Lot 8; thence with the northern line of said Lot 8 N. 56°28' E. 199.51' to a point in said Staton Drive; thence with Staton Drive S. 33°38' E. 209.5' to the place of beginning and containing 0.89 acres more or less

Abandon Indian Avenue ROW: BEGINNING at a point in the western right-of-way of Staton Drive and the northern right-of-way of Indian Drive as recorded in Staton Park Subdivision as recorded in the Guilford County Register of Deeds in Plat Book 36, page 51; said point also being the southeast corner of Lot 7 of said plat; thence crossing said right-of-way of Indian Drive S. 33°38' E. 60.84' to a point, the northeast corner of Lot 2 of said plat; thence with the southern right-of-way of said Indian Drive and the northern line of lots 1 & 2 of said plat S. 64°40' W. 201.6' to a point, the northwest corner of said Lot 1 and in the southwest terminus of said Indian Drive; thence with the western terminus of said Indian Drive N. 33°38'W. 60.6' to a point, the southwest corner of said Lot 7; thence with the northern right-of-way of said Indian Drive and the southern line of said Lot 7 N. 64°40' E. 201.6' to the place of BEGINNING and containing 0.28 Acres more or less. The above description being a portion of Indian Drive as recorded in the Guilford County Register of Deeds in Plat Book 36, page 51

SECTION 2. Upon and after **June 20, 2016** the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of High Point, and shall be entitled to the same privileges and benefits as other parts of the City of High Point. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

Adopted by City Council,
this the **20th** day of **June, 2016**.
Lisa B. Vierling, City Clerk

CITY OF HIGH POINT
AGENDA ITEM

Title: **Plan Amendment 16-03; AND Zoning Map Amendment 16-10**
(550 WF, LLC Land LP)

From: Lee Burnette, Planning & Development Director

Meeting Date: June 20, 2016

Public Hearing: Yes

Advertising Date: June 8 & 15, 2016

Advertised By: Planning & Development

Attachments:
A. Planning and Zoning Commission Recommendation
B. Staff Report
C. Zoning Ordinance

PURPOSE:

Plan Amendment 16-03
A request by 550 WF, LLC to change the Land Use Map classification for approximately 2 acres from the Low Density Residential and Moderate-Density Residential classifications to the Light Industrial classification. In addition, the Planning & Development Department is requesting to change the Land Use Map classification for approximately 6 acres from the Moderate-Density Residential classification to the Low-Density Residential classification. These requests are for the area lying along the north side of W. Fairfield Road, adjacent to Emerson Street and Holleman Street.

AND

Zoning Map Amendment 16-10
A request by 550 WF, LLC to rezone approximately 2 acres from the Residential Single Family 9 (RS-9) District to a Conditional Zoning Light Industrial (CZ-LI) District. The site is lying north of W. Fairfield Road and east of Emerson Street *(506 W. Fairfield Road and 559 Emerson Street).*

BACKGROUND:
Staff report and the Planning & Zoning Commission's recommendation is enclosed.

BUDGET IMPACT:
There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

A. On May 24, 2016, a public hearing was held before the Planning and Zoning Commission regarding Plan Amendment 16-03 and Zoning Map Amendment 16-10. Staff recommended ***approval*** of both requests.

B. The Planning & Zoning Commission recommended ***approval*** of Plan Amendment 16-03 by a vote of 7-0.

C. The Planning & Zoning Commission recommended ***approval*** of Zoning Map Amendment 16-10 by a vote of 7-0.

PLANNING AND ZONING COMMISSION RECOMMENDATION

550 WF, LLC Plan Amendment 16-03 and Zoning Map Amendment 16-10

At its May 24, 2016 public hearing, the Planning and Zoning Commission reviewed the Plan Amendment and Zoning Map Amendment applications submitted by 550 WF, LLC. All members of the Commission were present except for Ms. Marie Stone. Ms. Heidi Galanti, Planning Administrator, presented the Plan Amendment and Mr. Herbert Shannon, Senior Planner, presented Zoning Map Amendment. Staff recommended approval of these requests as outlined in the staff report.

Speaking in favor of the request:

Speaking in favor of the request was the applicant's representative, Mr. Brian Hall, Samet Corporation, 309 Gallimore Dairy Road, Suite 102, Greensboro. Mr. Hall provided an overview of the proposal to expand the abutting hosiery manufacturing facility and presented a concept plan depicting the zoning site being used for parking. He stated that the current access points to the site will remain the same, one access drive to W. Fairfield Road and the private drive along the northern portion of the site (former Copeland Avenue) will still be used. The primary change in the traffic pattern will be the manner in which trucks exit the site. The new building expansion will have the truck loading bays facing W. Fairfield Road; thus, when they exit the site it will be via the W. Fairfield Road access drive.

Speaking in opposition of the request:

Attending the meeting from the adjacent residential neighborhood were Ms. Latrelle Batten, 607 Copeland Avenue and Mr. Thomas Lowe, 608 Copeland Avenue. The primary concern of the speakers was speeding by employees of the facility through their neighborhood and limiting truck access.

Mr. Hall responded by stating that some employees and trucks currently use the abutting public streets. However, the applicant believes the manner in which they are proposing their site expansion will reduce truck traffic in the neighborhood. The Commission requested options from Ms. Vickie Embry, City of High Point Transportation Engineer. She stated that the neighbors can petition to have the speed limit reduced in the neighborhood from 35 to 25 mph and they can petition to have signs posted that restricts the weight of trucks using these neighborhood streets.

Planning & Zoning Commission Action

The Planning & Zoning Commission recommended approval of Plan Amendment 16-03, as recommended by staff, by a vote of 7-0.

The Planning & Zoning Commission recommended approval of Zoning Map Amendment 16-10, as recommended by staff, by a vote of 7-0.

Upon making its recommendation, the Planning & Zoning Commission stated that its approval of Zoning Map Amendment 16-10 would be consistent with the City's adopted plans. Additionally, the Commission concurred with the staff report and found its approval recommendation reasonable and in the public interest because:

1) Subject to approval of Plan Amendment 16-03, the requested CZ-LI District will be consistent with the Land Use Plan;
2) The zoning site abuts a major thoroughfare and is surrounded on three sides by light industrial or heavy industrial zoning uses;
3) The request is similar to a previous rezoning that established a CU-LI District directly to the north of the site where Emerson Street separates the industrial and residential zoned properties; and
4) Conditions offered by the applicant pertaining to landscaping, fencing and vehicular access will assist in ensuring development will be compatible with abutting uses.

CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT

STAFF REPORT
PLAN AMENDMENT CASE 16-03 AND ZONING MAP AMENDMENT 16-10
May 24, 2016

Requests		
Applicant: 550 WF, LLC and City of High Point	**Owner:** 550 WF, LLC	
Plan Amendment Proposal: To change the future land use designation for approximately 9.25 acres.	**From:** **To:**	Low Density Residential and Moderate Density Residential Light Industrial and Low Density Residential
Zoning Map Amendment Proposal: To rezone approximately 1.78 acres.	**From:** **To:**	**RS-9** Residential Single Family-9 District **CZ-LI** Conditional Zoning Light Industrial District

Site Information		
Location:	These requests are for the area lying along the north side of W. Fairfield Road, adjacent to Emerson Street and Holleman Street.	
Tax Parcel Numbers:	**Plan Amendment**	**Zoning Request**
	0179363, 0179364, 0179371, 0179372, 0179382, 0179387 thru 90 0179392 and 0218318	0179382 and 0179390
Site Acreage:	**Plan Amendment**	**Zoning Request**
	Approximately 9.25 acres	Approximately 1.78 acres
Current Land Use:	**Plan Amendment**	**Zoning Request**
	The amendment area has a mix of single-family homes, a church and a day care center.	Vacant single family dwellings
Physical Characteristics:	The site has a relatively flat terrain and developed with two vacant single family dwellings.	
Water and Sewer Proximity:	A 6-inch City water line and an 8-inch City sewer line are lie adjacent to the site along Emerson Street and along the northern boundary of the site in the private drive (abandoned Copeland Avenue right-of-way).	
General Drainage and Watershed:	The site has a relatively flat terrain and drains in a northerly direction, and development is subject to the Randleman Lake General Watershed Area (GWA) requirements. Engineered stormwater measures are required for non-residential development with an impervious surface area that exceeds 6% or more of the site.	
Overlay District:	Randleman Lake GWA	

Adjacent Property Zoning and Current Land Use			
North:	**CU-LI**	Conditional Zoning Light Industrial District	Truck parking for an industrial use
South:	**HI**	Heavy Industrial District	Automotive manufacturing facility (Thomas Built Buses)
East:	**LI**	Light Industrial District	Industrial use (hosiery manufacturing)
West:	**RS-9**	Residential Single Family-9 District	Single family dwellings

Adjacent Land Use Plan Designations	
North:	Low Density Residential and Light Industrial
South:	Heavy Industrial
East:	Light Industrial
West:	Light Industrial

Purpose of Existing and Proposed Land Use Plan Designations	
Existing Designation:	**Low-Density Residential:** These areas include primarily single family detached dwellings on individual lots. Development densities in these areas shall not exceed five dwelling units per gross acre. **Moderate-Density Residential:** This classification includes a variety of detached or attached dwellings, generally including single family homes, cluster homes, duplexes and townhouses. Development densities shall range from five to eight dwelling units per gross acre.
Proposed Designation:	**Low-Density Residential:** These areas include primarily single family detached dwellings on individual lots. Development densities in these areas shall not exceed five dwelling units per gross acre. **Light Industrial:** Light industrial uses include general manufacturing, wholesaling, warehousing, and research and development uses.

Relevant Land Use Policies and Related Zoning & LUPA History	
Community Growth Vision Statement	Goal 2: Improve High Point's older urban neighborhoods, while ensuring better future neighborhoods. Goal 6: Keep High Point's economy strong and make it more diversified. Obj 6F: Prioritize measures to enhance the overall quality of life to retain and expand existing industries and to attract new ones.
Land Use Plan Goals, Objectives & Policies:	The following goals of the Land Use Plan are relevant to this request: Goal #2: Encourage development that enhances and preserves established neighborhoods; Goal #5: Promote an urban growth pattern that occurs in an orderly fashion and conserves the land resources of the city and its planning area.
Relevant Area Plan:	There are no area plans for this area.
Zoning History:	There are no recent zoning actions in this area; the last was in 1985 when the abutting 1.8-acre parcel to the north was rezoned to permit industrial uses.

LUPA History:	In the late 1970's this area was designated as Industrial. In 1983, it was designated as Low Density Residential. In 1992, it was designated as Office and in 2000 it was designated as Moderate Residential.

Transportation Information			
Adjacent Streets:	**Name**	**Classification**	**Approx. Frontage**
	W. Fairfield Road Emerson Street	Major Thoroughfare Local Street	175 ft 380 ft
Vehicular Access:	W Fairfield Road (public street) and Emerson Street (public street)		
Traffic Counts: *(Average Daily Trips)*	W. Fairfield Road	11,000 ADT (2013, NCDOT count)	
Estimated Trip Generation:	No information		
Traffic Impact Analysis:	**Required**		**Comment**
	Yes	No 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

1. General Overview:
   The subject site is lying at the eastern edge of the Brookridge Forest subdivision. This relatively small 20-acre subdivision was recorded as a part of the unincorporated portion of Guilford County in 1947 and was annexed by the City of High Point in 1960 as part of a larger 12,500 acre annexation. This was a rural area when initially developed, but during the past 40 years the surrounding area has developed with various industrial uses and this subdivision is now the last enclave of residential uses in the area.

   The applicant has submitted this Plan Amendment and Zoning Map Amendment application to facilitate the expansion of an abutting industrial use. Directly east of the site is an existing hosiery manufacturing facility. The property owner is proposing an approximately 30,000-square foot building expansion that will displace half of the parking on this abutting property. The industrial property owner, 550 WF LLC, has purchased these two abutting residential parcels and is requesting a plan amendment and rezoning to allow parking impacted by the building expansion to be established on the zoning site.

2. Summary of Land Use Plan Amendment Request:
   The applicant has requested a Land Use Plan amendment for two parcels lying on the east side of Emerson Street from Low Density Residential and Moderate Density Residential to Light Industrial to accommodate the expansion of an adjacent manufacturing facility. After analyzing the land use patterns in this area, staff initiated an amendment to the applicant's request to also include parcels fronting on the north side of W. Fairfield Road and the west

side of Holleman Street. The Planning and Development Department is recommending the Moderate Density Residential classification on the north side of W. Fairfield Road be reclassified to a Low Density Residential land use classification. During the past 30 plus years, this area has had its land use designation changed numerous times from Industrial to Low Density Residential, to Office, to Moderate Density Residential. The area consists of a small stable pocket of single family residences with a church and day care center. Staff does not see this area changing in the future as it provides housing and the convenience of a day care center adjacent to jobs. This additional area consists of nine parcels totaling approximately 7 acres.

3. Summary of Zoning Request:
The applicant proposes to establish a Conditional Zoning Light Industrial (CZ-LI) District on these two parcels to facilitate a building expansion of the abutting industrial use. In conjunction with this request, the applicant has submitted a conditional zoning ordinance that requires a higher planting yard standard and fencing installed along the Emerson Street frontage of the site, and restricts the manner in which vehicular access may be permitted to Emerson Street.

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 requested Plan Amendment and the requested Conditional Zoning District are appropriate for the proposed location and are consistent with the purposes, goals, objectives and policies of relevant comprehensive land use or area plans.

Staff Comments:
The proposed plan amendment subject area consists of 11 parcels totaling approximately 9 acres. The two parcels on the east side of Emerson Street are designated as Low Density Residential and Moderate Density Residential. The request to amend this area to Light Industrial to support a growing business is supported by the goals and objectives of the Community Growth Vision Statement that calls for retaining and expanding existing industries.

Staff recommends the remaining nine parcels along the north side of W. Fairfield Road and the west side of Holleman Street be redesignated as Low Density Residential. This request is supported by the Community Growth Vision statement and the Land Use Plan, which call for the protection of existing neighborhoods and the provision of housing close to jobs, shopping and services.

Review Factors: **The applicant's proposed Conditional Zoning District, including the proposed use(s), written conditions and Conditional Zoning Plan, satisfactorily meets or addresses the following:**	
Factor #1	**Produces a development that is compatible with surrounding development character and land uses;**
	Staff Comments: Based on the following factors, staff suggests the requested CZ-LI District will be compatible with the surrounding character and land uses: • The zoning site is fronting along a 4-lane major thoroughfare; • The zoning site is located at the outer edge of this residential subdivision, and it abuts industrial zoning and uses to the north, east & south; and • The zoning site and abutting CU-LI zoning to the north are separated from the residential uses in this subdivision by the Emerson Street right-of way.
Factor #2	**Minimizes or effectively mitigates any identified adverse impact on adjacent and nearby property, such as that caused by traffic, parking, noise, lighting, trash, loading areas, etc.;**
	Staff Comments: ❖ To mitigate any potential impacts to the adjacent residential uses, the applicant has offered a condition to restrict driveway access onto Emerson Street to the existing private drive lying at the northern boundary of the site. ❖ So as to screen or filter views of industrial activities, the applicant offers to provide a higher landscaping rate along the Emerson Street frontage of the site. Instead of the standard 8-foot wide street planting yard with 2 trees every 100 linear feet, the applicant offers to install a minimum 20-foot wide Type C Planting Yard along Emerson Street consisting of 5 trees and 17 shrubs every 100 linear feet. In addition, the applicant offers to install a minimum 5-foot high opaque fence behind the Type C planting yard to provide an extra layer of visual screening from Emerson Street.
Factor #3	**Minimizes or effectively mitigates any identified adverse environmental impact on water and air resources, minimizes land disturbance, preserves trees and protects habitat;**
	Staff Comments: The site is within the Randleman Lake General Watershed Area, and as such, development is required to meet watershed standards of the Development Ordinance.
Factor #4	**Minimizes or effectively mitigates any identified adverse impact on municipal facilities and services, such as streets, potable water and wastewater facilities, parks, police and fire; and;**
	Staff Comments: The site is within an area currently served by City of High Point utilities and municipal services. The zoning submittal has no known adverse impacts on municipal services.

Factor #5	**Minimizes or effectively mitigates any identified adverse effect on the use, enjoyment or value of adjacent properties.**
	Staff Comments: The conditions offered by the applicant pertaining to landscaping and fencing along Emerson Street will assist in mitigating impacts to the adjacent residential 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:
During the past several decades the land area adjacent this residential subdivision has developed with various industrial uses to the point where it is now completely surrounded by industrial uses. Since the 1980's, the adopted Land Use Plan Map has supported industrial uses in this general area and protected the small enclave of residences from the impact of adjacent industrial uses.

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

Staff Comments:
The proposed CZ-LI District follows Emerson Street as its western boundary, which is consistent with the zoning pattern established in 1985.

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 may be considered reasonable and in the public interest because:

1) Subject to approval of Plan Amendment 16-03, the requested CZ-LI District will be consistent with the Land Use Plan;
2) The zoning site abuts a major thoroughfare and is surrounded on three sides by light industrial or heavy industrial zoning uses;
3) The request is similar to a previous rezoning that established a CU-LI District directly to the north of the site where Emerson Street separates the industrial and residential zoned properties; and
4) Conditions offered by the applicant pertaining to landscaping, fencing and vehicular access will assist in ensuring development will be compatible with abutting uses.

Recommendation

1. **Plan Amendment 16-03:**
   Staff Recommends Approval:
   Staff recommends approval of the request to change the future land use designation for approximately 9 acres to the Light Industrial and Low Density Residential land use classifications. The request meets the goals and objectives of the Community Growth Vision

Statement and the Land Use Plan which call for retaining and expanding existing industries, protecting existing neighborhoods, and providing housing close to jobs, shopping and services.

2. **Zoning Map Amendment 16-10:**
   Staff Recommends Approval
   The Planning & Development Department recommends approval of the request to rezone this 1.78-acre area to the CZ-LI District. As conditioned, the requested CZ-LI District will be compatible with the surrounding area and in conformance with adopted plans.

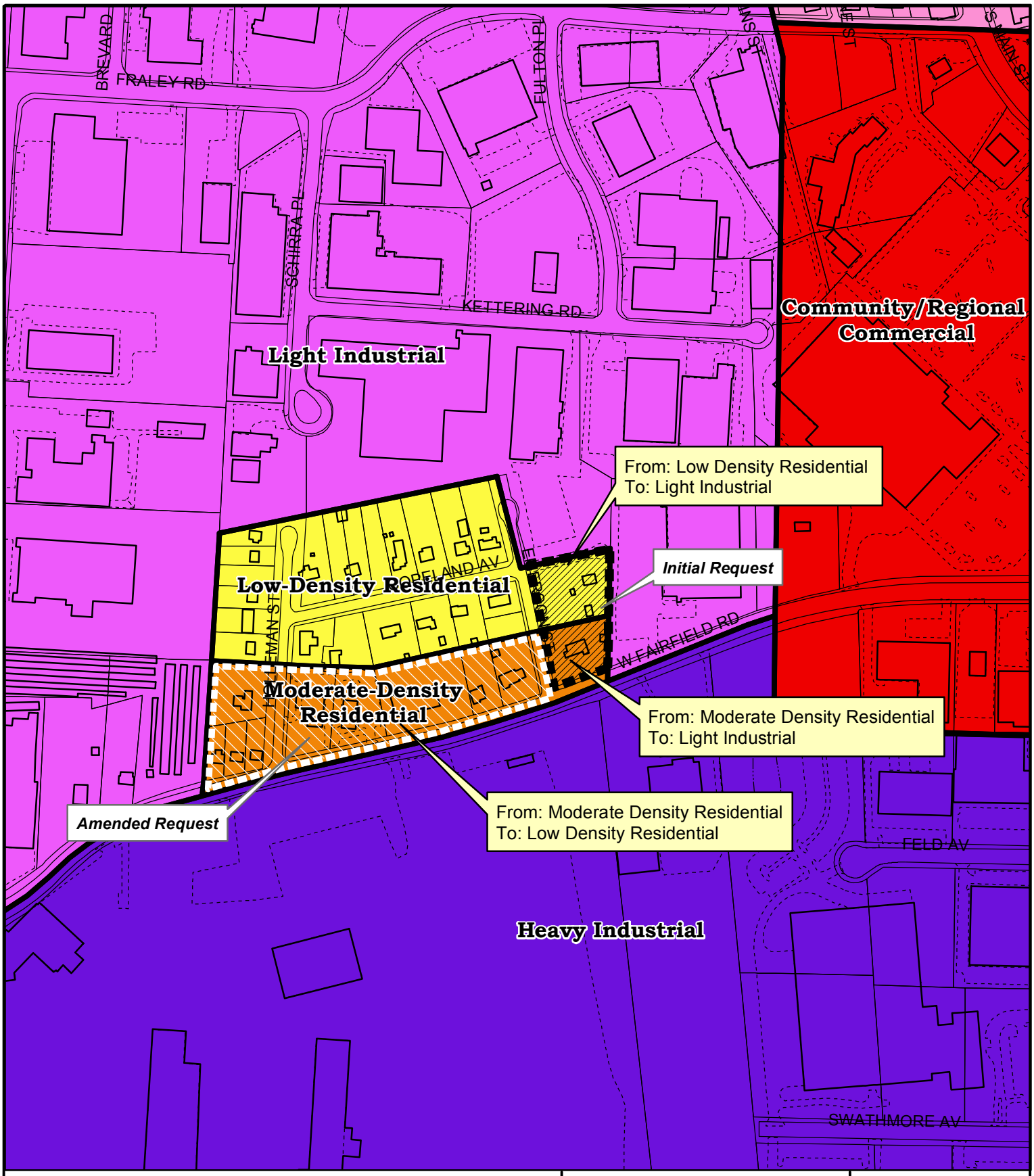
Required Action

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 Heidi H. Galanti, AICP, Planning Services Administrator and reviewed by Robert Robbins AICP, Development Services Administrator and Lee Burnette AICP, Director.



PLAN AMENDMENT PA16-03

Request - From: Low Density Residential and Moderate Density Residential
To: Light Industrial and Low Density Residential

Existing Land Use Plan
Subject Property Boundary

Planning & Development Department

City of High Point

Date: May 24, 2016

N

Scale: 1"=400'
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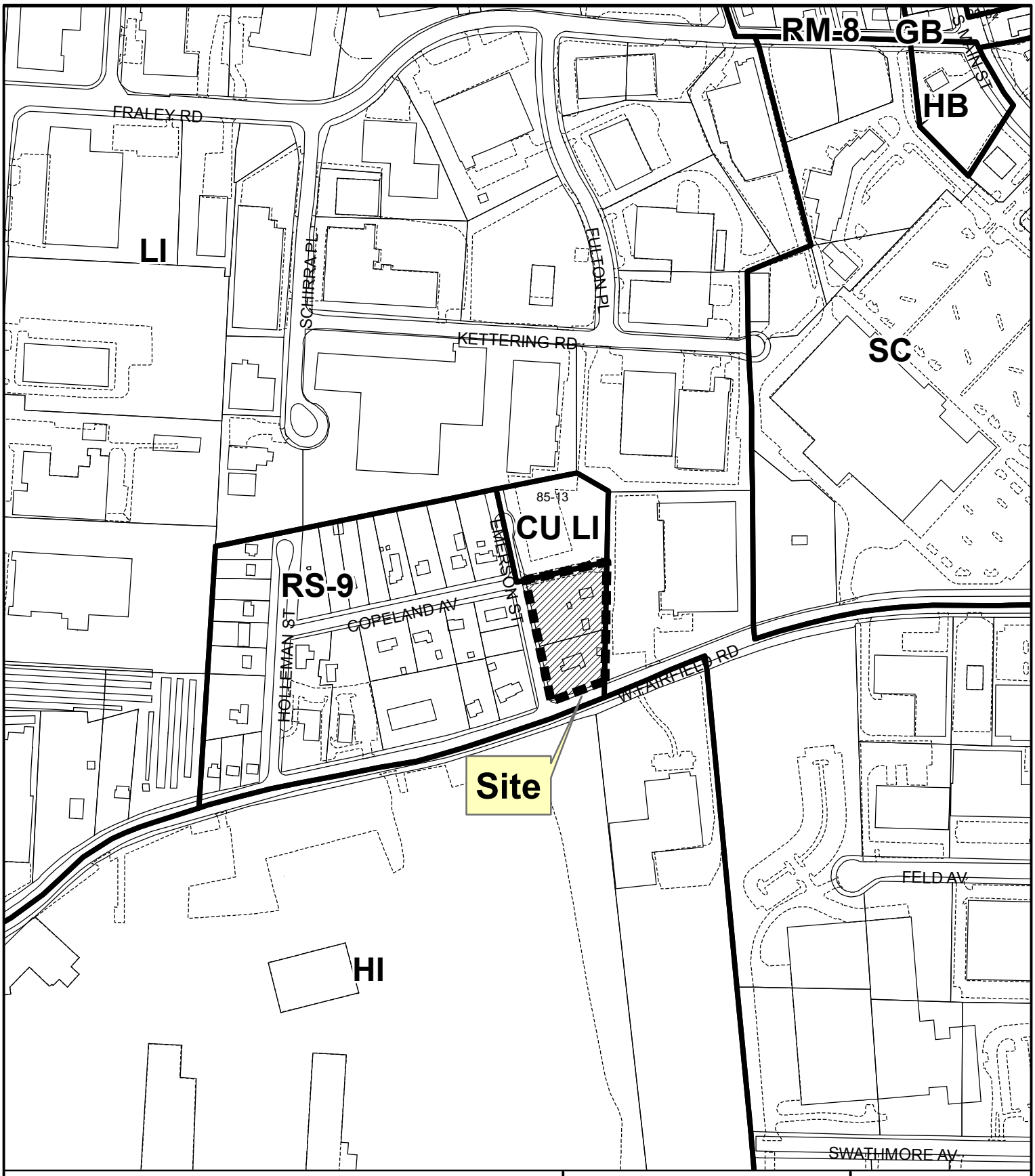

ZONING MAP AMENDMENT ZA16-10

From: Residential Single Family-9
To: Conditional Zoning Light Industrial

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

Planning & Development Department

City of High Point

Date: May 24, 2016

N

Scale: 1"=400'

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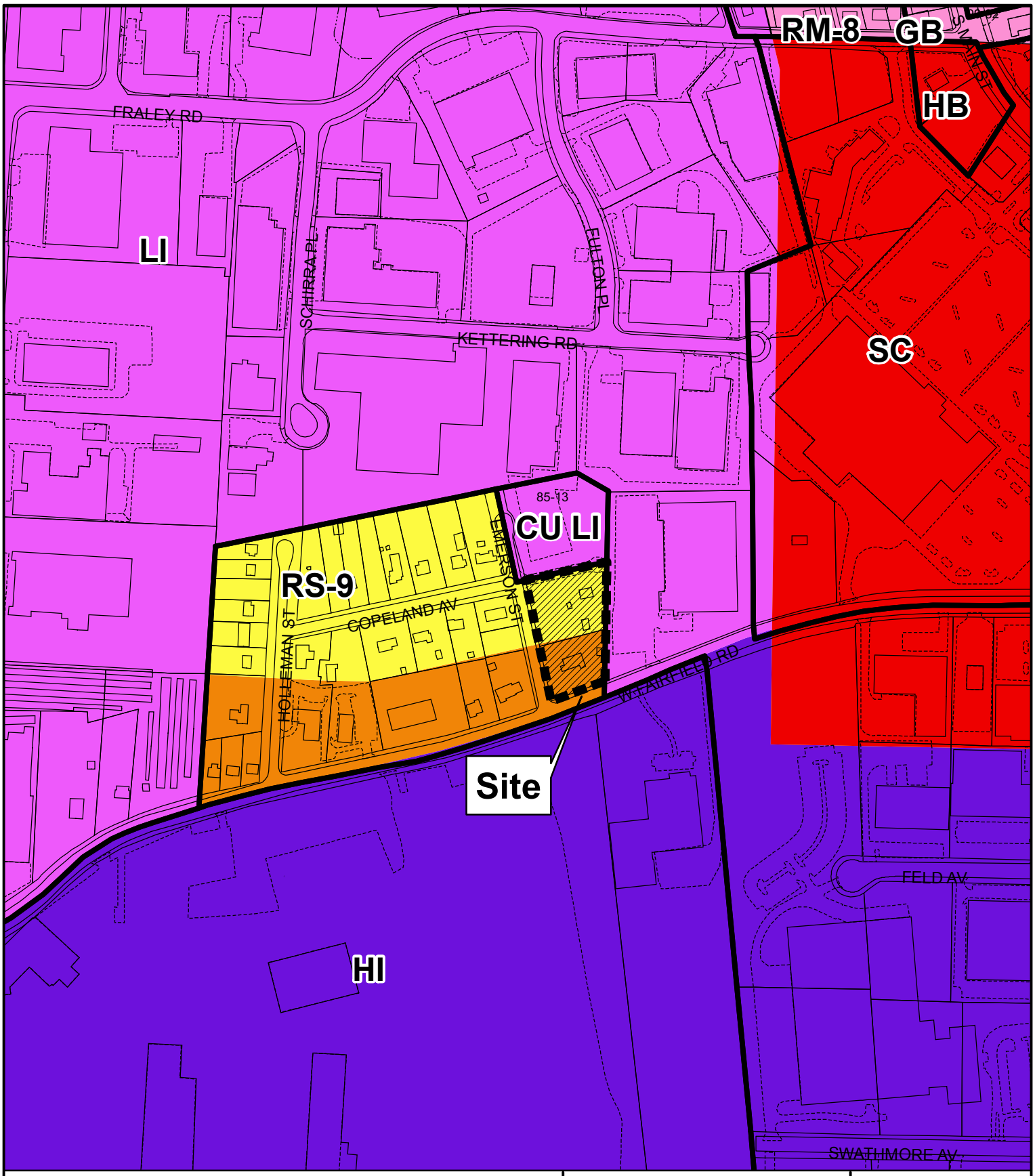

ZONING MAP AMENDMENT ZA16-10

Land Use Plan

- Low-Density Residential
- Moderate-Density Residential
- Community/Regional Commercial
- Light Industrial
- Heavy Industrial

Planning & Development Department

City of High Point

Date: May 24, 2016

N

Scale: 1"=400'

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ZONING MAP AMENDMENT ZA16-10

Topography

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

Planning & Development Department

City of High Point

Date: May 24, 2016

N

Scale: 1"=400'

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ZONING MAP AMENDMENT ZA16-10

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 May 24, 2016 and before the City Council of the City of High Point on June 20, 2016 regarding **Zoning Case 16-10** a proposed amendment to the Official Zoning Map of the "City of High Point Development Ordinance";

WHEREAS, notice of the public hearings were published in the High Point Enterprise on May 15, 2016, for the Planning and Zoning Commission public hearing and on June 8, 2016 and June 15, 2016, 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 June 20, 2016.

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 Light Industrial (CZ-LI) District.** The property is approximately 1.78 acres and lying north of W. Fairfield Road and east of Emerson Street (506 W. Fairfield Road and 559 Emerson Street). The property is also known as Guilford County Tax Parcels 0179382 and 0179390.

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 Light Industrial (LI) District and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the LI District and the specific conditions listed in this ordinance.

Part II. CONDITIONS:

A. Landscaping, Buffers and Screening: A minimum 20-foot wide Type C planting yard and a minimum 5-foot high opaque fence shall be installed along the Emerson Street frontage of the zoning site. The opaque fence shall be installed within the interior of the site behind the planting yard.

B. Transportation Conditions.

1. Access: Access to Emerson Street shall be restricted to the existing private drive (abandoned Copeland Avenue) lying at the northern boundary of the zoning site.

2. Other Transportation Conditions: The City of High Point Director of Transportation shall approve the exact location and design of all access points. 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 that are required to be approved by the City of High Point.

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

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

SECTION 6.
This ordinance shall become effective upon the date of adoption.
____th day of June, 2016.

Lisa B. Vierling, City Clerk

Citizens Information Meeting Report
City of High Point
Zoning Case 16-10

Submitted by:
Samet Corporation
Brian Hall

Citizen Information Meeting Report
May 5, 2016
5:00-6:00 PM

Meeting Time and Place –

May 5, 2016
550 W. Fairfield Rd.
High Point, NC

Attending the Meeting –

Neighbors

Latrelle Batten
Truckers Williams
Terry McDowell
Thomas Wiley
Joann Wiley
Shirleen Williams
Gerald Williams
Tom Lowe

Presenters

Brian Hall – Samet Corporation
Jon Paul Wright – Slane Hosiery Mill

The handwritten sign in sheet is attached to this report and is labeled Attachment 1

Notification Letter

A letter was mailed on Tuesday April 26, 2016 to all 18 parties owning property within 300 ft of the proposed rezoning site as specified by the City of High Point Planning Department. The list of the property owners, provided by the Planning Department, to which all notices were mailed is labeled as Attachment 2 of this report. A copy of the notification letter sent on April 26, 2016 is labeled as Attachment 3 of this report.

Meeting Handouts

At the Community Information Meeting, each attendee was provided a handout by the Presenters. Each hand out contained a hard copy of the letter that was mailed to each property owner which includes a written description of the proposed development on the subject property. Also, each attendee was provided with a copy of the City's Conditional Use District Zoning Citizen Information Meetings Statement, as provided by the City of High Point's Planning Department. Displayed at the meeting was a conceptual site layout of the property being considered for rezoning.

Presentation

Brian Hall began the meeting by introducing himself as a representatives of Samet Corporation. Brian asked that all questions be held until the end of the presentation. Brian walked through the written development proposal explaining the planned development as it relates to each one of the following topics:

- The Property's History, Previous Condition & Current Condition
    - Recent Ownership Change – legally worked through Bankruptcy proceedings
    - Current Zoning Condition – Residential
    - Dilapidation, Blight and Run-down nature of use of the previous owner.
    - Clean up, investment and improvement of current owner
    - The value enhancement associated with demolishing dilapidated structures and installing new, appealing landscaping buffering the proposed parking lot.
- Proposed Access
    - W. Fairfield and private section of Copeland Ave.
- Proposed Buffering
    - Type B buffering as offered by our team, described by the development ordinance
- Traffic
    - Slane HM does not expect to increase traffic counts with this expansion
    - Slane HM does not expect to apply for any new driveway permits
    - Slane HM does plan to utilize its existing access on W. Fairfield and the now "private drive" portion of Copeland Ave as the only access points for the property.

Brian Hall then made the following points

- The conceptual plans presented at the meeting are conceptual and still a work in progress.

Questions Raised by the Attendees with responses provided by Brian Hall and JP Wright where appropriate:

- How wide will the buffer along Emerson St be?
    - Brian Hall explained that a Type B buffer is specified by the City of High Point as being 30' wide. With a fence the buffer can reduce down to 20'.
- How will traffic be addressed?
    - Brian Hall explained that overall traffic counts will not be increased as this is simply a relocation of existing parking to accommodate the expansion. The traffic pattern, with the expansion will change. As traffic currently exits the facility on Copeland, because of the design of the expansion, traffic will likely use Copeland as an entrance. This will keep truck traffic on the Slane Hosiery side of Emerson and should limit all truck traffic leaving the site to utilize the W. Fairfield Entrance
- Traffic goes really fast on W. Fairfield. Is there any way to slow traffic on W. Fairfield down?
    - Brian Hall explained that we can jointly, as neighbors, petition the City of High Point to look at speed limits, traffic lights (specifically at the Emerson St / W. Fairfield intersection), flashing caution light or other possible improvements to reduce speed along W. Fairfield, but our project can't directly address speeds of motorists on W. Fairfield.

- We are concerned about safety of our neighborhood with increased traffic?
    - Brian Hall re-iterated that traffic counts will not increase, we are not requesting any new public driveways on any public right of ways and we expect to utilize the existing access points to the property on W. Fairfield and the now private portion of Copeland Ave, as the company is currently doing. The only thing that we expect to be different is the traffic pattern. Today/Currently, truck traffic and employee traffic exit onto Copeland Ave and there is limited control of which direction they go, once they leave the facility. With the expansion, planned in the location it is, truck traffic will need to enter the site from Copeland and leave the site directly onto W. Fairfield. Of all the options to maintain our existing two access points and not create new access points, we feel like this is the best and safest traffic flow to and from the site.
- Can't you just close Copeland Ave?
    - Brian Hall explained that Copeland Ave has been closed as a public road and now is jointly owned ½ by us and ½ by our neighbor to the north. We utilize the ½ we own as a private drive, but we do not have the ability to close it or fence it off, as we only own ½ of it.
- What would you guys recommend to maintain our two entrances for safety purposes, and provide an alternate way in/out, other than along W. Fairfied? Another Driveway along Emerson St? (Brian Hall)
    - Neighbors explained that traffic stacks/backs up at the intersection of Emerson and W. Fairfield and that a new curb cut along our frontage at Emerson would only compound that problem.
    - Brian Hall commented that the plan provided with access at W. Fairfield and the closed portion of Copeland Ave appears to be the least impactful of the options available for the company to maintain two access points for safety and operational purposes.
- Can't you just place another driveway out on W. Fairfield?
    - Brian Hall explained based on the location of our existing drive, the proximity of the intersection of Emerson St., site distance requirements, approximately 250' and the distance between curb cuts that the City of High Point likes to see, we don't have adequate frontage along W. Fairfield to safely and adequately add an additional driveway on W. Fairfield.

SIGN IN SHEET

Attachment 1

Name	Phone	Email Address
Brian Hall	336 362 2026	bhall@sametcorp.com
LaTrelle Batten	336-431-0521	latrelle@mathstate.net
Tucker Williams	336 899-3258	
Jerry P. McDowell	336 434-1346	
Thomas Wiley	336 434-3680	
Joann Wiley	336 434-3680	nanajo2727@gmail.com
Shirleen Williams	336-899-6496	GiganticLoveToday@gmail.com
Gerald Williams	336-491-8422	G
Tom Lowe	336-431-2355	608 Copeland Ave

Attachment 2

550 WF LLC
3406 W WENDOVER AVE STE E
GREENSBORO NC 27407

550 WF LLC - James Hooper
3406 W WENDOVER AVE
GREENSBORO NC 27407

BATES, TITHA R
604 COPELAND AVE
HIGH POINT NC 27263

BATTEN, LATRELLE S
607 COPELAND AVE
HIGH POINT NC 27263

CLEMENTS GEORGE BUILDING INC
3031 S MAIN ST
HIGH POINT NC 27263

DOBBINS, ROSA MORRIS
602 W FAIRFIELD RD
HIGH POINT NC 27263

GARNER, EVA T
600 COPELAND AVE
HIGH POINT NC 27263

H F REALTY LLC
PO BOX 128
HICKORY NC 28603

HHG REAL PROPERTY LLC
1925 EASTCHESTER DR
HIGH POINT NC 27265

HILL, CALVIN R JR ; HILL, DEBRA R
613 HASTY HILL RD
THOMASVILLE NC 27360

IQBAL, JAWAID ; IQBAL, SHAHEEN
600W FAIRFIELD RD
HIGH POINT NC 27263

LOWE, THOMAS D
608 COPELAND AVE
HIGH POINT NC 27263

MCDOWELL, TERRY R ; MCDOWELL, MARGIE M
602 COPELAND AVE
HIGH POINT NC 27263

MPC/FR PROPERTY LLC
551 W FAIRFIELD RD
HIGH POINT NC 27264

THOMAS BUILT BUSES INC
1408 COURTESY RD
HIGH POINT NC 27260

TURGEONZ LLC
612W FAIRFIELD RD
HIGH POINT NC 27263

WILLIAMS, TUCKER E
603 COPELAND AVE
HIGH POINT NC 27263

Attachment 3

SAMET CORPORATION

Building Structures.
Building Relationships.

April 28, 2016

Dear Neighbor,

The purpose of this letter is to notify you of a citizen information meeting being held concerning a request for rezoning the 1.82 +/- acre parcel at the NE corner of the intersection of W. Fairfield Road and Emerson Street (as shown on the enclosed maps). The meeting will be held at 550 W. Fairfield Drive on Wednesday May 4th at 5:00pm.

Samet Corporation has been hired as the design builder to construct an expansion to the existing facility located at 550 W. Fairfield road. In order to accommodate this expansion at 550 W. Fairfield, we are requesting to rezone the two parcels located at 559 Copeland Ave and 560 W. Fairfield from RS9 to CU-LI. This rezoning will allow us to replace a parking area that will be needed, as we expand the facility located at 550 W. Fairfield. When we expand the building at 550 W. Fairfield, we will expand the building into the current parking area of the facility. Our intention is to replace this lost parking area, with new parking area to be located on the two parcels subject to this rezoning. We intend to install a type "B" planting/buffer yard along the Emerson St. frontage to provide a medium density screen between this new parking area and the adjacent, neighboring properties.

At the citizen's information meeting, you will be able to meet with me, learn more about our plans and our approach to this project, as well as ask any questions concerning this important project. Samet Corporation has a 55 year history of developing and constructing top quality projects in the City of High Point. We will utilize our experience and best practices to complete this project in accordance with our core values of Service, Quality, Innovation, Trust and Safety – The Samet Way.

Enclosed is a required statement provided by the High Point Planning & Development Department, outlining the purpose of the citizen's information meeting and the zoning process.

Please feel free to reach out to me, if you are unable to attend and I'll be pleased to answer any questions you may have. My direct phone number 336-544-2643. I look forward to seeing you on Wednesday, May 4th at 5pm.

Thank you,

Brian Hall, LEED AP BD+C
Preconstruction Project Manager II

309 Gallimore Dairy Road
Suite 102
Greensboro, NC 27409

PO Box 8050
Greensboro, NC 27419
(336) 544-2600

5605 Carnegie Boulevard
Suite 310
Charlotte, NC 28209
(704) 697-2125

www.sametcorp.com

CITY OF HIGH POINT
AGENDA ITEM

Title: **Zoning Map Amendment 16-04**
(Dennis N. Bunker III and KMBunker, LLC)

From: Lee Burnette, Planning & Development Director

Meeting Date: June 20, 2016

Public Hearing: Yes

Advertising Date: June 8 & 15, 2016

Advertised By: Planning & Development

Attachments:
A. Planning and Zoning Commission Recommendation
B. Staff Report
C. Zoning Ordinance

PURPOSE:
A request by Dennis N. Bunker III and KMBunker, LLC to rezone an approximately 58.4-acre parcel from a Conditional Use Residential Single Family-7 (CU RS-7) District to a Conditional Zoning Residential Single Family-7 (CZ RS-7) District. The site is lying north of N. Main Street and east of Delray Avenue *(4024 North Main Street).*

BACKGROUND:
Staff report and the Planning & Zoning Commission's recommendation is enclosed.

BUDGET IMPACT:
There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

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

B. On May 24, 2016, a public hearing was held before the Planning and Zoning Commission regarding Zoning Map Amendment 16-04. The Planning & Zoning Commission recommended ***approval*** of this request by a vote of 7-0 as outlined in the staff report.

PLANNING AND ZONING COMMISSION RECOMMENDATION

Dennis N. Bunker III and KMBunker, LLC Zoning Map Amendment 16-04

At its May 24, 2016 public hearing, the Planning and Zoning Commission reviewed this request to rezone an approximate 58.4-acre parcel. All members of the Commission were present except for Ms. Marie Stone. Mr. Herbert Shannon, Senior Planner, presented the case and recommended approval of the request as outlined in the staff report.

Speaking in favor of the request:

Speaking in favor of the request was the applicant's representative, Ms. Judy Stalder, 665 N. Main Street, High Point. Ms. Stalder provided an overview of the proposal and addressed access questions from the Commission members.

Speaking in opposition of the request:

No one spoke in opposition to this request.

Planning & Zoning Commission Action

The Planning & Zoning Commission recommended ***approval*** of this request, as recommended by staff, by a vote of 7-0.

Upon making its recommendation, the Planning & Zoning Commission stated that its approval of Zoning Map Amendment 16-04 would be consistent with the City's adopted plans. Additionally, the Commission concurred with the staff report and found its approval recommendation reasonable and in the public interest because:

1) The request is consistent with the Land Use Plan;
2) As conditioned, development will be consistent with the Northwest Area Plan; and
3) Proposed amendments to access conditions will still provide for multiple ingress and egress options for current and future residences of this area.

CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT

STAFF REPORT
ZONING MAP AMENDMENT 16-04
(Revised)

Request			
Applicant: Dennis N. Bunker III and KMBunker, LLC	**Owner(s):** Dennis N. Bunker III and KMBunker, LLC		
Zoning Proposal: To amend the existing residential zoning on a 58.4-acre parcel.	**From:**	**CU RS-7**	Conditional Use Residential Single Family-7 District
	To:	**CZ RS-7**	Conditional Zoning Residential Single Family-7 District

Site Information	
Location:	The site is lying north of N. Main Street and east of Delray Avenue *(4024 North Main Street)*.
Tax Parcel Number:	Forsyth County Tax Parcel 6882-87-3851.00
Site Acreage:	Approximately 58.4 acres
Current Land Use:	Single family dwelling
Physical Characteristics:	The site consists of open pasturelands with a moderate to severely sloping terrain. A perennial stream runs along the eastern portion of the site. Running parallel to and along both sides of this stream are floodways and 100-year flood zone areas. The site's steeper terrain is along the eastern 1/3 of the site next to this stream corridor.
Water and Sewer Proximity:	A 12-inch City water line lies adjacent to the site along N. Main Street and a 12-inch City sewer line runs along the eastern boundary of the site along the stream corridor.
General Drainage and Watershed:	The site drains in an easterly direction and development is subject to the non-water supply watershed requirements. Based upon the acreage and allowable development intensity, the watershed regulations may require stormwater controls to be provided.
Overlay District:	None

Adjacent Property Zoning and Current Land Use			
North	**RS-20**	Residential Single Family-20 District *(Forsyth County)*	Undeveloped parcels
South	**RS-20** **RM-12** **LB**	Residential Single Family-20 District Residential Multifamily-12 District Limited Business District *(All within Forsyth County)*	Single family dwellings, retail sales of RV Parts, mobile home park and undeveloped parcels
East	**RS-20**	Residential Single Family-20 District *(Forsyth County)*	Undeveloped parcels
West	**RS-20**	Residential Single Family-20 District *(Forsyth County)*	Undeveloped parcels

Relevant Land Use Policies and Related Zoning History	
Community Growth Vision Statement:	Obj. 1B: Preserve and link environmentally sensitive lands such as floodplains, wetlands and steep slopes. Obj. 5E: Require that street systems connect with one another whenever possible to move all modes of traffic efficiently, to avoid congestion along key corridors, to improve traffic and pedestrian safety, and to enhance emergency management access.
Land Use Plan Map Classification:	Most of the site has a Low-Density Residential land use designation. There is also a Recreation/Open Space designation along the perennial stream that runs through the eastern portion of the site. These designations are defined as follows: • **Low-Density Residential:** These areas include primarily single family detached dwellings on individual lots. Development densities in these areas shall not exceed five dwelling units per gross acre. • **Recreation/Open Space:** Lands for recreation or open space are included in this classification, offering either active use or passive enjoyment and environmental protection.
Land Use Plan Goals, Objectives & Policies:	The following goals and objective of the Land Use Plan are relevant to this request: Goal #1: Ensure that development respects the natural environment. Goal #3: Provide a wide range of housing opportunities for families of all income levels. Obj. #2. Protect and preserve environmentally sensitive locations including designated open space and watershed critical areas from inappropriate development.
Relevant Area Plan:	Northwest Area Plan: This plan, adopted in 2011, recommends that the land use designation for the developable portions of the site be Low Density Residential. The following goals and objectives from the plan are also relevant to this request: Goal 1**:** Protect the natural environment and its many features. Obj. 1a: Preserve streams, wetlands and steep slopes through the siting of development in appropriate locations. Goal 2**:** Achieve high quality development in the built environment. Obj. 2d: Provide for residential development at a variety of densities and affordability levels. The use of conditional zoning is encouraged in order to implement the provisions within the plan.
Zoning History:	Zoning Case 07-29: The 58.4-acre subject site was annexed and granted a CU RS-7 District zoning in November 2007. Zoning Case 06-25: In November 2006, City Council approved a request to annex and grant a CU RS-9 District zoning for approximately 20 acres along the east side of Cedarwood Trail, approximately 2,000 feet south of the intersection of N. Main Street and Cedarwood Trail, which is south of the subject site.

Transportation Information			
Adjacent Streets:	**Name**	**Classification**	**Approx. Frontage**
	N. Main Street	Minor Thoroughfare	519 ft
	Delray Avenue	Local Street	378 ft
	Monteray Court	Local Street	470 ft
	Beechnut Drive (south)	Local Street	60 ft (stub street)
	Beechnut Drive (north)	Local Street	150 ft
	Thomas Street	Local Street	165 ft
Vehicular Access:	N Main Street (public street), Delray Avenue (public street) and Monteray Circle (public street). Connection to Thomas Street (public street) to be determined as part of future zoning request.		
Traffic Counts: *(Average Daily Trips)*	N Main Street	3,400 ADT (2013, NCDOT)	
	Horneytown Road (NC 66)	4,500 ADT (2013, NCDOT)	
Estimated Trip Generation:	Estimated trip generation for a build out of 150 single family detached dwelling units is 1,450 trips (average 24 hour two-way volume). *(Transportation Department comment amended 05-25-16)*		
Traffic Impact Analysis:	**Required**		**Comment**
	Yes	No	A TIA was submitted in 2007 for 126 units. The estimated trip generation for 126 units was 1,300 trips (average 24 hour two-way volume) *(Transportation Department comment amended 05-25-16)*
		X	
Pedestrian Access:	Development of the site is subject to the sidewalk requirements of the Development Ordinance.		

School District Comment					
Forsyth County School System					
Local Schools:	**Enrollment:**		**Maximum Design Capacity:**	**Mobile Classrooms** *(Number of student in these units)*	**Projected Additional Students:**
	Fall 2014	**Fall 2015**			
Union Cross Elementary	704	668	780	154	80
Southeast Middle School	1,230	1,154	991	256	80
Glenn High School	1,637	1,559	1687	0	119

School District Remarks: Typically projections are done for proposed developments with numbers of units, with number of bedrooms, and price of units. This helps the Forsyth County School System pull comps from across the county for better estimation of projected numbers. Starter homes tend to produce more students and have a higher refresh rate than higher end property. The projections given are based on 3 bedroom homes averaged to about 1.6 students over time and divided by grade level, possibly adding 80 students to each school from 150 properties. This is on the high end of the spectrum assuming all 150 properties produce students.

Details of Proposal

The applicant has submitted this application to amend the development conditions established on this property when annexed and granted a Conditional Use Residential Single Family -7 (CU RS-7) District zoning in 2007. The adopted Conditional Use Permit addressed density, development standards, lot combination, fencing, landscaping, and transportation access and improvements. It also included a sketch plan that illustrated the location of environmentally sensitive areas and areas for open space/common area and recreational purposes that were to be preserved.

Conditional Use (CU) zoning was replaced with Conditional Zoning (CZ) in 2011, and as of January 1, 2014, amendments to previous conditional use permits are no longer permitted. Previously adopted CU zonings are still valid; however, an amendment to a CU zoning requires the submittal of a new zoning application to establish a new CZ district.

In regards to this case, the applicant is proposing to maintain RS-7 district standards on the site, but is seeking the following amendments to the development conditions:

1. Revise the sketch: The applicant proposes to amend this plan to illustrate an approximate 16-acre future development area known as Tract II. The applicant has added a condition that development of this portion of the site shall not be allowed until a zoning map amendment is approved in the future.

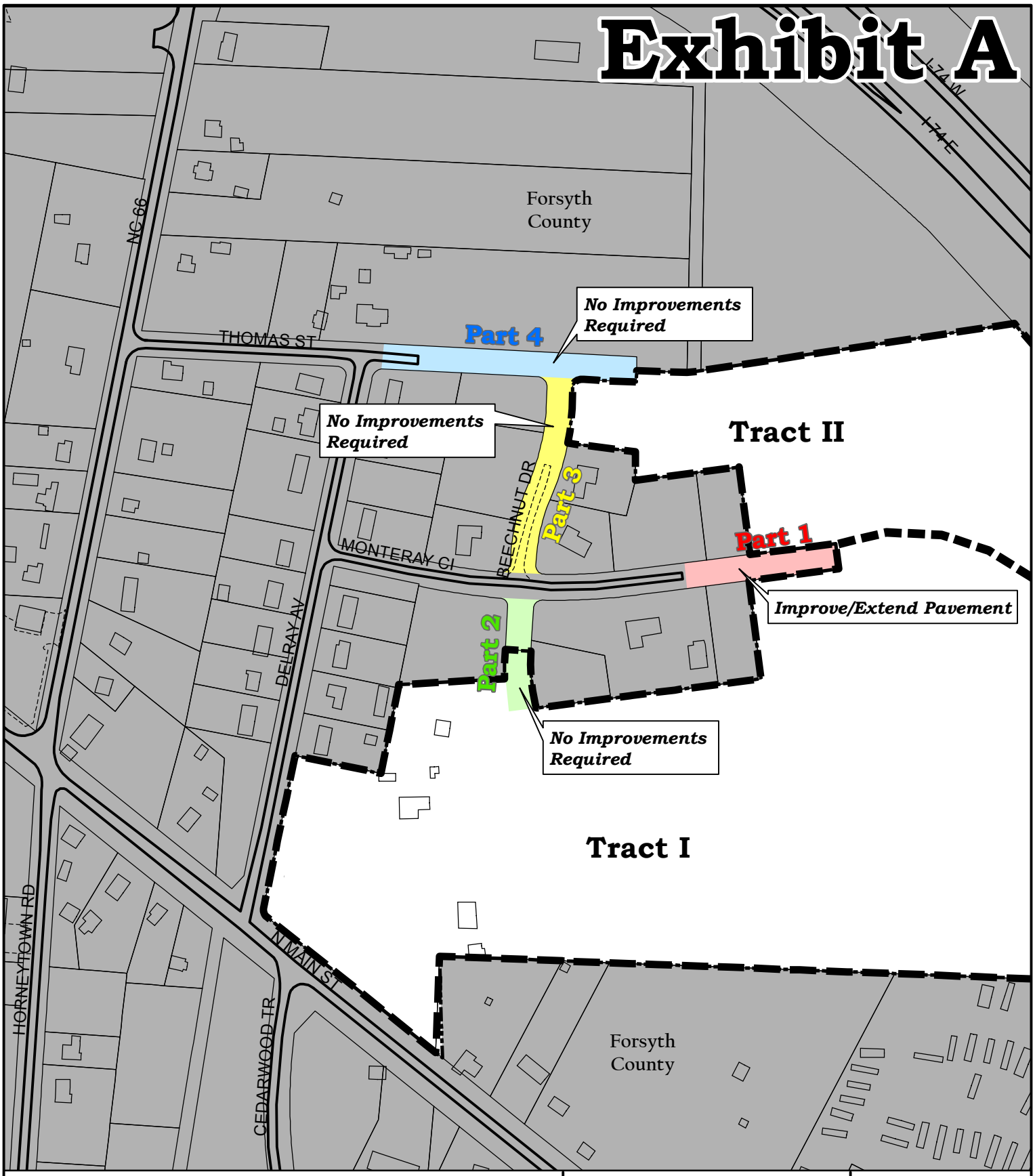
2. Revise Transportation conditions: There are several public right-of-ways that stub into the property from an abutting rural subdivision lying directly to the north and west of the site. The current zoning conditions require connection to and improvement of these abutting public right-of-ways. The applicant is proposing the following amendments to the current conditions:
   - Connect new street improvements to existing street improvements in the Monteray Circle right-of-way rather than improving the entire length of Monteray Circle to Delray Avenue *(see Exhibit A – Part 1 – red shaded area).*
   - Remove the requirement to connect to and improve the southern segment of Beechnut Drive *(see Exhibit A – Part 2 – green shaded area).*
   - Remove the requirement to improve the northern segment of Beechnut Drive from Monteray Circle to Thomas Street. This will be evaluated as part of a future zoning map amendment for Tract II *(see Exhibit A – Part 3 – yellow shaded area).*
   - Remove the requirement to improve Thomas Street; this will be evaluated as part of a future zoning map amendment for Tract II *(see Exhibit A – Part 4 – blue shaded area).*
   - Add a requirement that construction vehicles access be restricted to N. Main Street.

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 adopted Land Use Map classifies this site as Low Density Residential, which support single family residential development at a maximum density of five units per acre. The previously adopted condition limiting the site to 150 dwelling units (approximately 3.5 units per acres)



ZONING MAP AMENDMENT ZA16-04

From: Conditional Use Residential Single Family-7
To: Conditional Zoning Residential Single Family-7

Existing Zoning Boundary
Subject Property Boundary

Planning & Development Department

City of High Point

Date: May 18, 2016

N

Scale: 1"=300'

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remains in effect. This request consistent with the Low Density Residential Land Use Plan designation established for this area.

Review Factors: **The applicant's proposed Conditional Zoning District, including the proposed use(s), written conditions and Conditional Zoning Plan, satisfactorily meets or addresses the following:**	
Factor #1	**Produces a development that is compatible with surrounding development character and land uses;**
	Staff Comments: This amendment will still maintain RS-7 District development standards on the property.
Factor #2	**Minimizes or effectively mitigates any identified adverse impact on adjacent and nearby property, such as that caused by traffic, parking, noise, lighting, trash, loading areas, etc.;**
	Staff Comments: As approved in 2007, the subject site is still proposed to be developed as a single family subdivision. This will be the same use (i.e. single family detached dwellings) developed in the abutting subdivision lying to the north and west of the site. Thus, development of the site will not adversely impact adjacent property.
Factor #3	**Minimizes or effectively mitigates any identified adverse environmental impact on water and air resources, minimizes land disturbance, preserves trees and protects habitat;**
	Staff Comments: A perennial stream, floodplain and steep slope areas run along the eastern portion of the site. Environmental regulations of the Development Ordinance limit disturbance near this stream corridor by establishing a 100-foot wide stream buffer along both sides of the stream. Additionally, the environmental standards of the development ordinance will limit disturbance of steeply sloped areas.
Factor #4	**Minimizes or effectively mitigates any identified adverse impact on municipal facilities and services, such as streets, potable water and wastewater facilities, parks, police and fire; and;**
	Staff Comments: ❖ Previously adopted transportation improvement conditions to provide access to the site from N. Main Street, via realignment of Delray Avenue, and to install a turn lane from the N. Main Street access will still be provided so as to mitigate traffic impacts. ❖ Revision of right-of-way connection/improvement conditions to the various abutting stub street have been evaluated by the City of High Point Transportation Department and the North Carolina Department of Transportation (NCDOT). As conditioned, two access points will be installed (N. Main Street/Delray Avenue and Monteray Circle) as part of the development of the site, along with two stub-streets to the southern boundary of the site. The City and State transportation agencies are in agreement with conditions offered by the applicant as it pertains to only improving Monteray Circle. When a future zoning map amendment is submitted for Tract II, the

	connection too and improvement of the other unimproved right-of-ways abutting the site will be reevaluated by the City and State. ❖ City utilities, water and sewer lines, have been extended into this portion of the City's Planning Area and abut the site. In addition, City services (garbage, recycling, meter readers, etc.) are already in this area and provide service to a 20-acre single family subdivision within the City limits lying approximately 1/2 mile south of this site along the east side of Cedarwood Trail.
Factor #5	**Minimizes or effectively mitigates any identified adverse effect on the use, enjoyment or value of adjacent properties.**
	Staff Comments: The request does not change uses permitted for the site from its 2007 zoning approval. Staff has found no evidence that allowances of the single family detached dwellings, as requested by this CZ RS-7 District, will adversely impact 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:
There have been no significant changes in this area from when the site was originally annexed and granted a CU RS-7 District zoning in 2007.

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

Staff Comments:
There have been no significant changes in this area from when the site was originally annexed and granted a CU RS-7 District zoning in 2007.

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) As conditioned, development will be consistent with the Northwest Area Plan; and
3) Proposed amendments to access conditions will still provide for multiple ingress and egress options for current and future residences of this area.

Recommendation

Staff Recommends Approval

As conditioned, the proposed amendment to establish a new CZ RS-7 District will be compatible with the surrounding area and in conformance with adopted plans. Staff recommends approval of this request.

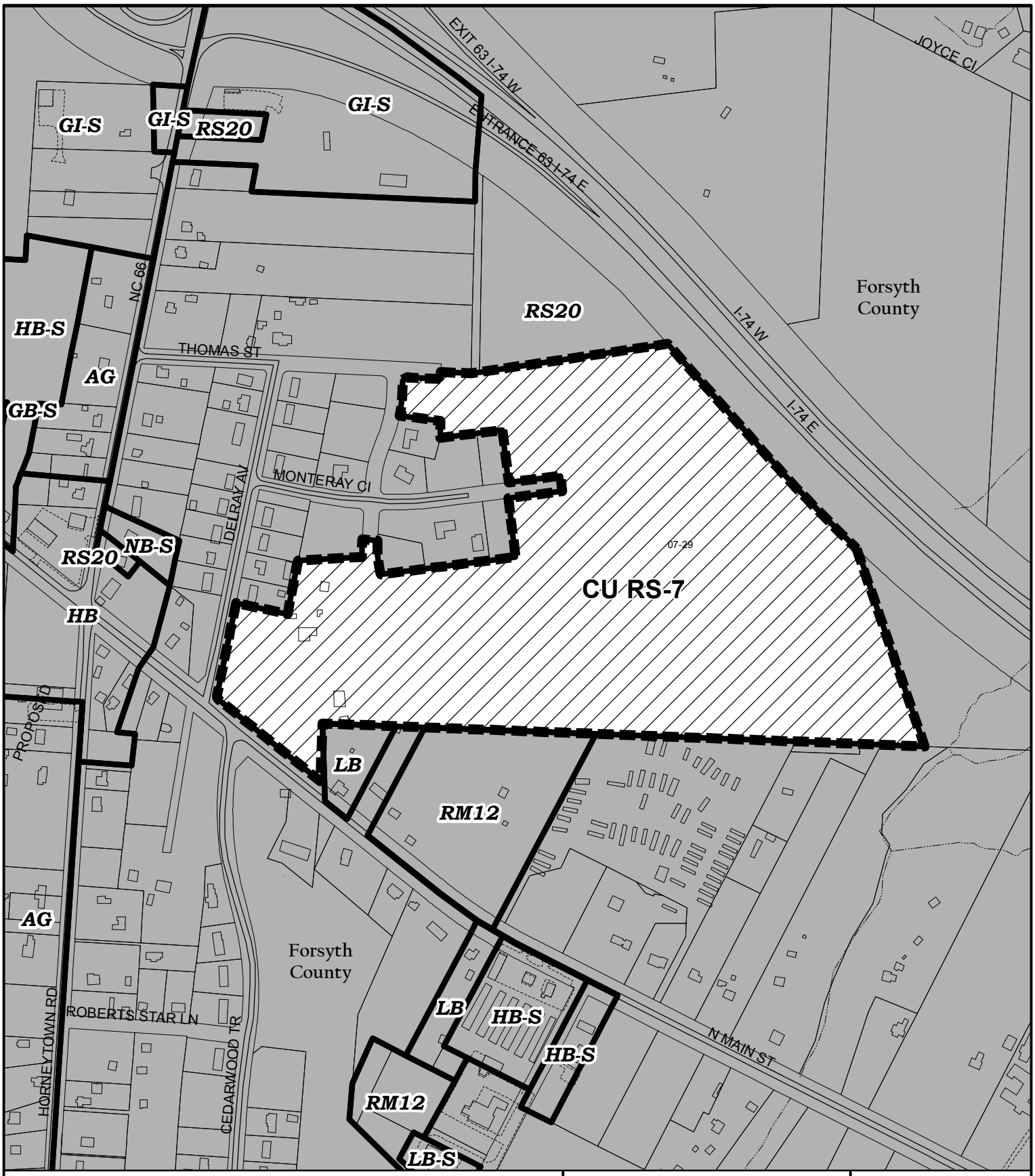
Required Action

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 MAP AMENDMENT ZA16-04

From: Conditional Use Residential Single Family-7
To: Conditional Zoning Residential Single Family-7

Existing Zoning Boundary
Subject Property Boundary

Planning & Development Department

City of High Point

Date: March 9, 2016

N

Scale: 1"=500'

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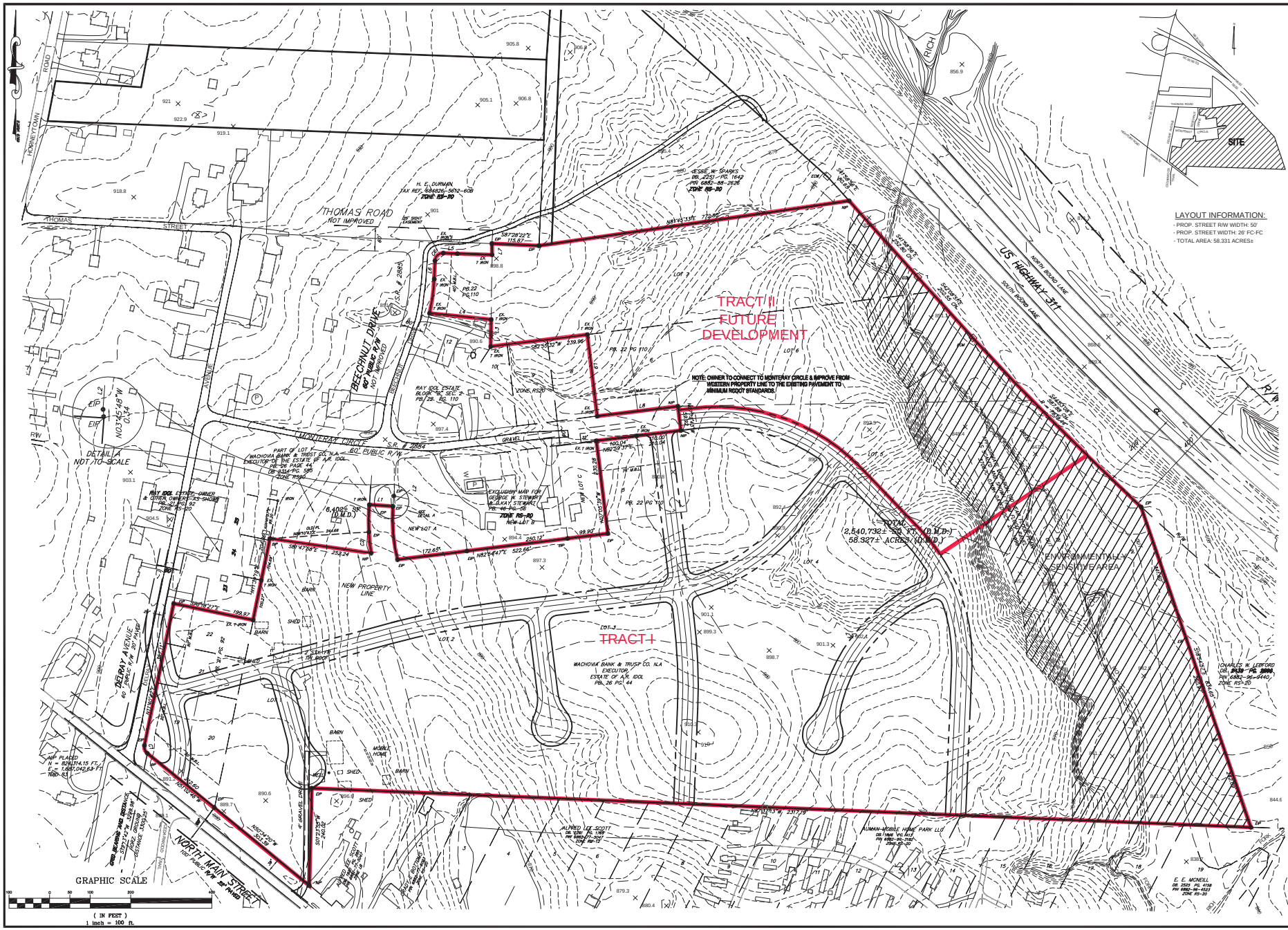


REVISIONS

REV.: 02-09-16, ADD IDA-GE-5AC, LOTS & OPEN SPACE / COMMON AREA

REV.: 02-18-16, SHIFT OPEN SPACE / COMMON AREA LINE, ADJ. LOTS / GRADES

REV.: 02-25-16, SHOW ENVIRONMENTALLY SENSITIVE AREA

REV.: 04-15-16, CONDITION USE PERMIT CHANGES

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

PRELIMINARY

PRELIMINARY SKETCH PLAN

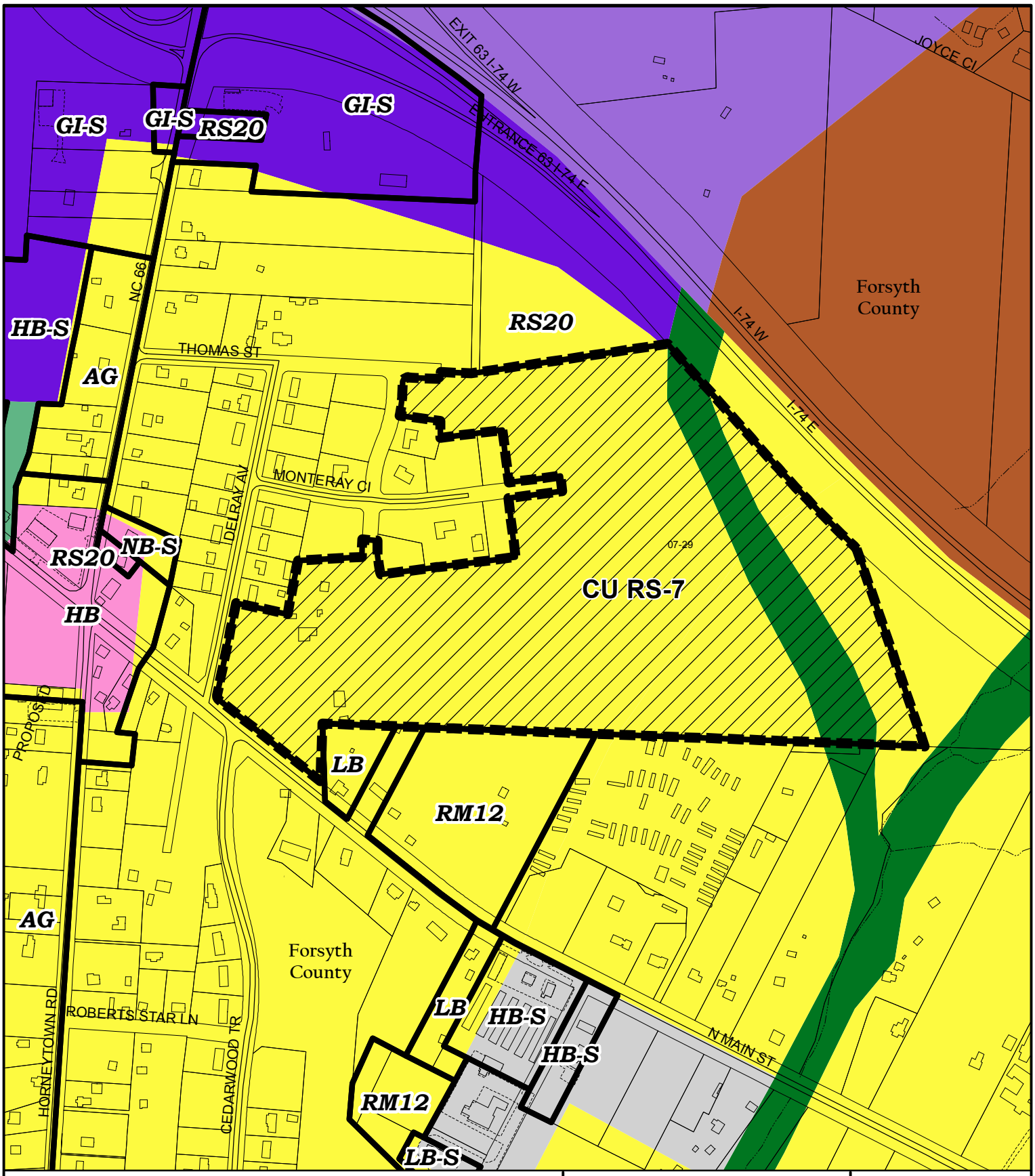
FOR

DENNIS BUNKER

DELRAY & MONTERAY DRIVES
ABBOTTS CREEK TOWNSHIP, FORSYTH COUNTY
CITY OF HIGH POINT, NORTH CAROLINA

PRELIMINARY SKETCH PLAN

SCALE:	1" = 100'
DATE:	06-25-14
PROJECT:	1320-14
DRAWN BY:	MV
SHEET	1



ZONING MAP AMENDMENT ZA16-04

Land Use Plan

- Low-Density Residential
- Medium-Density Residential
- Local/Convenience Commercial
- Restricted Industrial
- Heavy Industrial
- Institutional
- Recreation/Open Space
- Future Growth Area

Planning & Development Department

City of High Point

Date: March 22, 2016

N

Scale: 1"=500'

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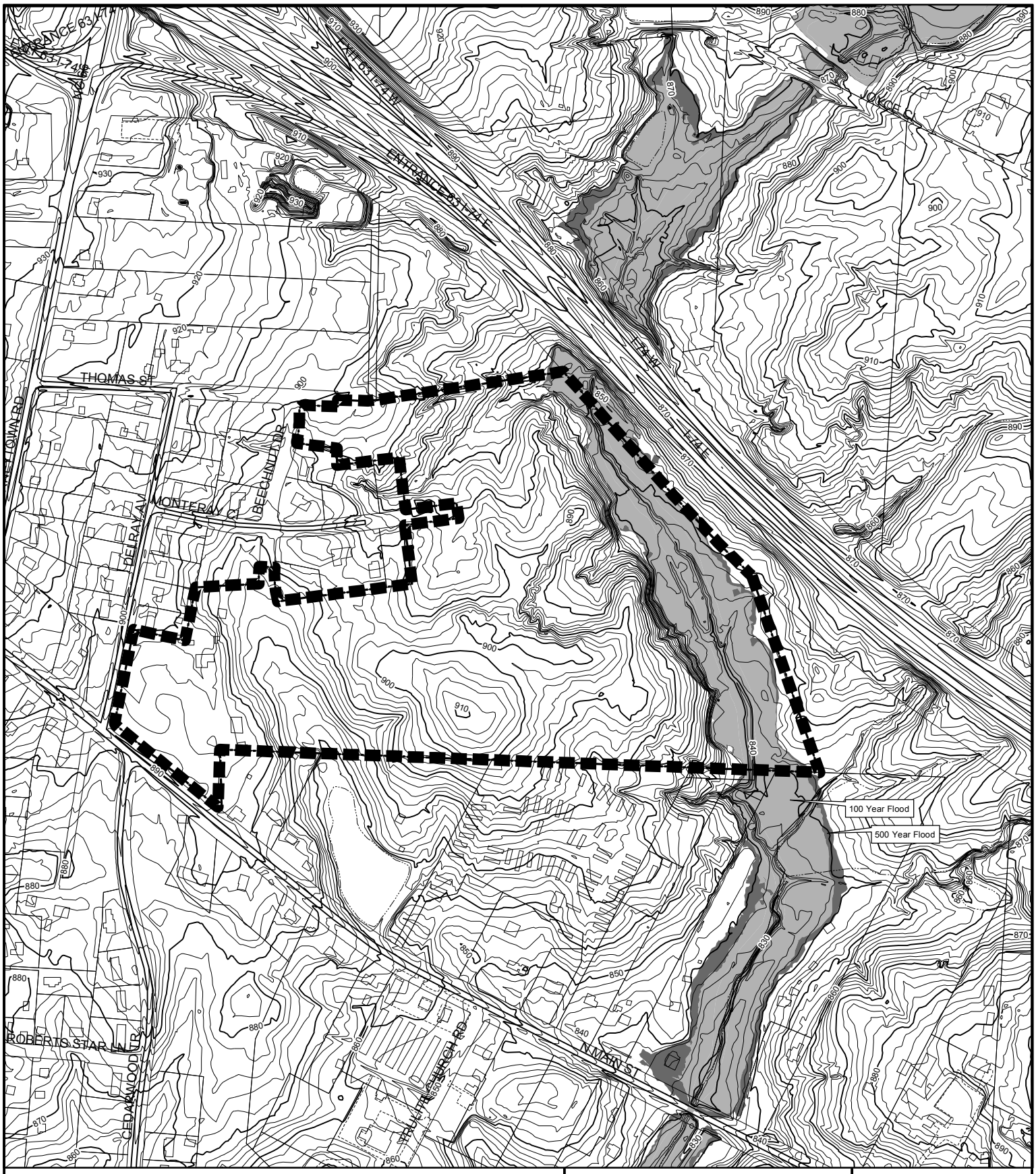

ZONING MAP AMENDMENT ZA16-04

Topography

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

Planning & Development Department

City of High Point

Date: March 22, 2016

N

Scale: 1"500'

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ZONING MAP AMENDMENT ZA16-04

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 April 26, 2016 and before the City Council of the City of High Point on May 16, 2016 regarding **Zoning Case 16-04** a proposed amendment to the Official Zoning Map of the "City of High Point Development Ordinance";

WHEREAS, notice of the public hearings were published in the High Point Enterprise on April 17, 2016, for the Planning and Zoning Commission public hearing and on May 4, 2016 and May 11, 2016, 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 Residential Single Family-7 (CZ RS-7) District.** The property is approximately 58.4 acres and is lying north of N. Main Street and east of Delray Avenue *(4024 North Main Street)* and is also known as Forsyth County Tax Parcel 6882-87-3851.00.

north and northeast of the intersection of N. Main Street and Cedarwood Trail. This intersection is approximately 730 feet east of the intersection of N. Main Street and Horneytown Road. The property is also

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 Residential Single Family-7 (RS-7) District shall be permitted, subject to the development and dimensional requirements of the Development Ordinance and subject to the specific conditions listed in this ordinance.

Part II. CONDITIONS:

A. Development and Dimensional Requirements.
The site shall be limited to a maximum of 150 dwelling units in Tract I. No dwelling units will be developed on Tract II until a zoning map amendment is approved for of this tract.

B. Sketch Plan: The purpose of the Sketch Plan is to illustrate Tract I and Tract II "Future Development" referred to in this ordinance.

C. Landscaping, Buffers and Screening.
1. A minimum twenty (20) foot wide street yard planted at a Type C rate shall be provided along the N. Main Street frontage of the zoning site.
2. Fencing, Wall or Similar Barriers: In the event fences, walls or similar barriers are erected along the common areas abutting the N. Main Street right-of-way; or the rear/side yards of lots within the vicinity of the N. Main Street right-of-way, then a common fencing, wall or similar barrier plan shall be provided. This plan shall be provided prior to Preliminary Plat approval on the rezoning site.

D. Transportation Conditions.

1. Access
   a. The rezoning site shall be limited to one point of access to N. Main Street. Subject to North Carolina Department of Transportation (NCDOT) approval, this access point shall consist of realigning Delray Drive to intersect N. Main Street opposite Cedarwood Trail. The realignment of Delray Avenue shall be completed as part of the first phase of development of the rezoning site.
   b. No lot shall have direct access to N. Main Street.
   c. The developer shall provide two public street right-of-way stubs to the sites southern boundary
   d. Construction vehicles will be limited to the N. Main Street entrance.

2. Improvements
   a. Turn Lanes: The property owner shall provide a westbound right turn lane at the intersection of N. Main Street and Delray Avenue/Cedarwood Trail.
   b. The property owner shall connect to Monteray Circle and shall improve Monteray Circle from the western property boundary of the zoning site to the existing pavement to minimum NCDOT standards.
   c. Access through the unimproved right-of-way of Thomas Road shall be determined at the time Tract II, labeled "Future Development", is rezoned.

3. Other Transportation Conditions
   The City of High Point Director of Transportation and the North Carolina Department of Transportation (NCDOT) shall approve all transportation construction and improvements.

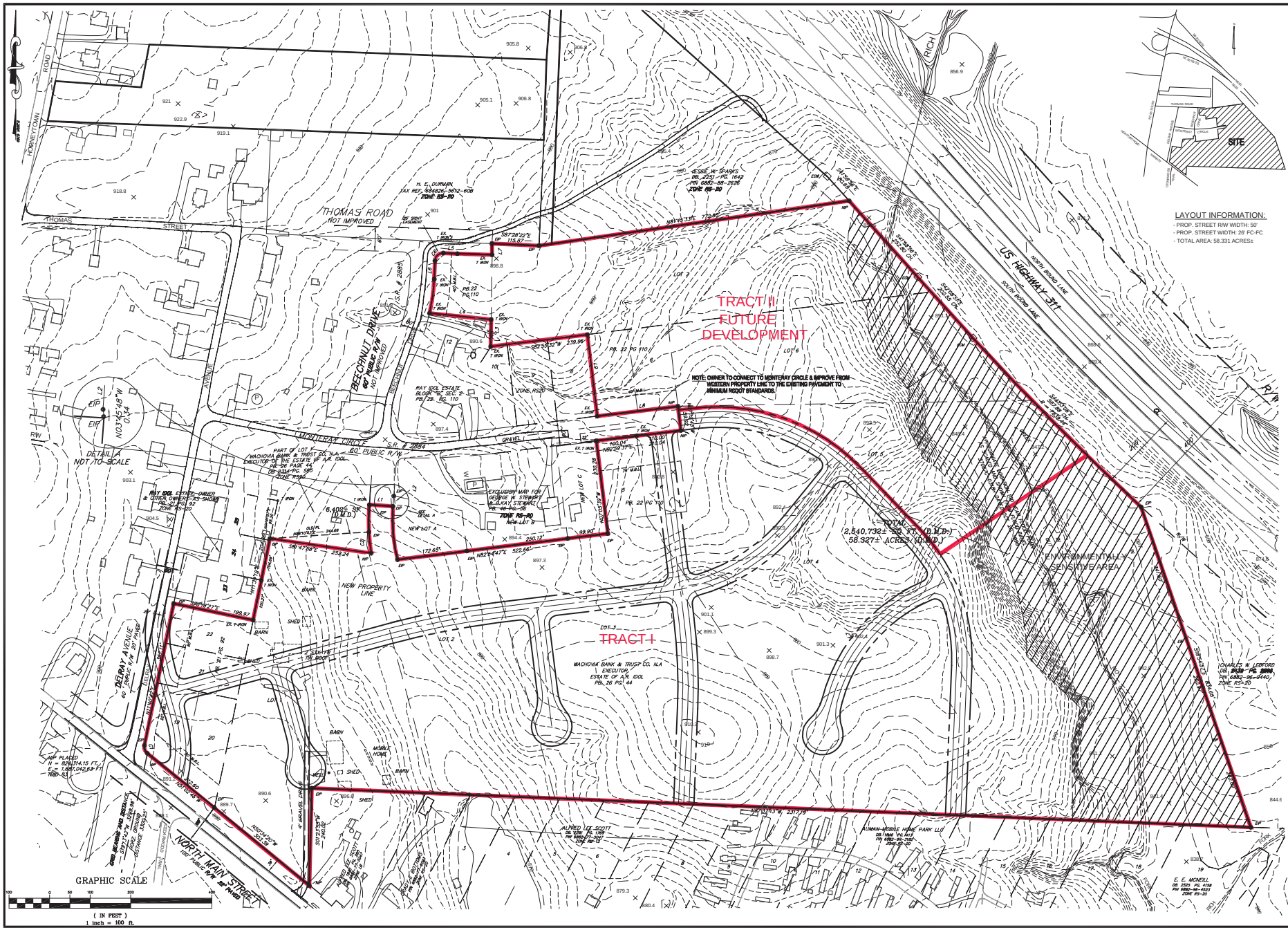
SECTION 3
That plans for any development on the property described herein shall be pursued in accordance with this conditional zoning district and shall be submitted to the City of High Point and other approval authorities for review in the same manner as other such plans that are required to be approved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

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

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

SECTION 6.
This ordinance shall become effective upon the date of adoption.
____th day of XXXXXXXXXX xx, 20XX.

Lisa B. Vierling, City Clerk



REVISIONS

REV.: 02-09-16, ADD IDA-GE-5AC, LOTS & OPEN SPACE / COMMON AREA

REV.: 02-18-16, SHIFT OPEN SPACE / COMMON AREA LINE, ADJ. LOTS / GRADES

REV.: 02-25-16, SHOW ENVIRONMENTALLY SENSITIVE AREA

REV.: 04-15-16, CONDITION USE PERMIT CHANGES

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

PRELIMINARY

PRELIMINARY SKETCH PLAN

FOR

DENNIS BUNKER

DELRAY & MONTERAY DRIVES
ABBOTTS CREEK TOWNSHIP, FORSYTH COUNTY
CITY OF HIGH POINT, NORTH CAROLINA

PRELIMINARY SKETCH PLAN

SCALE:	1" = 100'
DATE:	06-25-14
PROJECT:	1320-14
DRAWN BY:	MV
SHEET	1

From:	Judy Stalder
To:	HERBERT SHANNON JR; MARK MCDONALD
Cc:	"Dennis Bunker"; "Chuck Truby"
Subject:	Bunker Project-North Main Street-Beechnut Drive Extension
Date:	Thursday, May 12, 2016 11:23:19 AM

In response to a request by the High Point Department of Transportation:

This letter is in reference to 58.40 acres of property located on the north side of North Main Street east of Delray Avenue and south of Highway 311 originally annexed and zoned in November 2007. The current owner is rezoning this property to remove conditions that are now regulated by ordinance and revise the development plan to reflect more modern development patterns.

The original zoning case 07-09 included a condition requiring that "the property owner shall connect to Beechnut Drive and shall improve Beechnut Drive from the northern property boundary of the rezoning site to Monteray Circle, to minimum NCDOT standards," and if access is taken through Thomas Road further required the owner "improve Beechnut Drive form Monteray Circle to Thomas Road."

After reviewing proposed changes with the Planning and Development Department staff, High Point Department of Transportation staff, the NCDOT staff, private sector engineers as well as residents in the adjacent subdivision, we determined that the extension of Beechnut Drive is not necessary. The development as proposed exceeds the required number of access points required by the Unified Development Ordinance and the extension of Beechnut Drive creates an unnecessary intrusion into the established neighborhood bordering this property on the north and west.

JUDY STALDER
CONSULTANT/BROKER
665 NORTH MAIN STREET
HIGH POINT NC 27262
336.688.2204 MOBILE
336.423.5403 FAX
JSTALDER@NORTHSTATE.NET

From: Judy Stalder
To: HERBERT SHANNON JR
Subject: Fwd: Bunker Project, Monterey Circle SR 2884)
Date: Friday, May 13, 2016 8:36:57 AM

Sent from my iPhone

Begin forwarded message:

From: "Moncus, Jeffrey W" <jwmoncus@ncdot.gov>
Date: May 13, 2016 at 8:26:40 AM EDT
To: "mark.mcdonald@highpointnc.gov" <mark.mcdonald@highpointnc.gov>
Cc: "Archer Sr, Wright" <warcher@ncdot.gov>, "Rhyne, John P" <jprhyne@ncdot.gov>, "Couch, John P" <jpcouch@ncdot.gov>, "Hedrick, Kevin R" <krhedrick@ncdot.gov>, "vickie.embry@highpointnc.gov" <vickie.embry@highpointnc.gov>, "'Judy Stalder' (jstalder@northstate.net)" <jstalder@northstate.net>, "Kiser, Marcus K" <mkkiser@ncdot.gov>
Subject: Bunker Project, Monterey Circle SR 2884)

Mr. McDonald,

Mrs. Judy Stalder wanted NCDOT to provide you a statement that a connection with Monterey Circle (SR 2884) to the proposed Bunker Development Project would be allowed. With that being said,

"NCDOT will allow a connection with Monterey Circle (SR 2884). We assume this road is adequately constructed to support residential traffic from the proposed development. However, we would want assurance in the form of a zoning condition that all construction traffic will be restricted to the North Main Street entrance and a bond would be required for all road improvements."

We would address these conditions and more in our driveway permit and encroachment agreements. Hope this will suffice your needs. If you have any questions or concerns, please feel to give us a call.

Thanks, Jeff

Jeff W. Moncus
Engineering Technician Advanced
NCDOT Division Nine District II Office

336 747 7900 office
336 816 3200 mobile
jwmoncus@ncdot.gov

375 Silas Creek Parkway
Winston-Salem, NC 27127

<image001.png>

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Citizen Information Meeting Report
Zoning Case ZA16-04

Submitted by Judy Stalder

Citizen Information Meeting Report

The Citizen Information meeting for Zoning Case ZA16-04 was held at North Pointe Church at 5225 High Point Road, High Point NC 27265 on Tuesday, March 1 from 5:30 to 6:30 pm. There were 15 property owners and/or their representatives in attendance, as follows:

Robin Tester
Shawn Johnson
Monica Kennedy
Ron Martin
Sarah Martin
Kay Stewart
Wesley Stewart
Michael Hodge
Gary Hodge
Michael Reavis
Robert Johnson
Ruth Durham
Tim Moore
Margot Moore
Jim Bryan for Alfred Scott

Also in attendance were Dennis Bunker the owner of the subject property and owner representative, Judy Stalder. The sign in sheet is attached.

A notification letter dated February 22 was sent to the 20 property owners as supplied by the City of High Point Planning and Development Department. This mailing included the *City of High Point Conditional Use District Zoning Citizen Information Meetings* statement. A copy of the notification letter and list of addressees is attached.

At the meeting a 24" x 36" illustrative map (attached) was presented showing how the property might develop under the requested zoning. In addition, a map prepared by the City titled *DRAFT Zoning Map Amendment ZA* was available so that property owners could identify their property in relation to the subject property.

Dennis Bunker opened the meeting with a history of the property explaining the previous zoning case in 2007 and how he recently acquired the property. Judy Stalder presented the current zoning case and the illustrative map so that property owners could see how the property might develop. The following observations were made:

1) The zoning designation will remain the same—RS-7. The conditions of the zoning are being modified to reflect current development trends.
2) The map was presented as an illustration of how the property may develop and is not part of the zoning request.

3) The property will take its main access from Delray Avenue.
4) Zoning conditions require the realignment of Delray Avenue align with Cedarwood Trail on the south side of North Main Street.
5) The first public hearing will be with the Planning and Zoning Commission at 6:00 pm on Tuesday, March 22. The hearing is held in Council Chambers, on the third floor at 211 South Hamilton Street.

Questions from those attending:

1) Will this request mean that our property will be annexed by the City? *The subject property is already in the city limits of High Point, so we are not requesting annexation. Annexations to the City of High Point are primarily voluntary.*
2) The Forsyth County plan requires 40,000 square foot lots. How can this property develop with smaller lots? *Because this property is in the city limits, we are able to extend public water and sewer to the property and safely develop smaller lots. When a well and septic system are necessary, larger lots are required to accommodate.*
3) Will there be a buffer between our residence and the new homes? *Homes will meet the required setbacks according to the Land Development Ordinance. Because this is a single family residential use adjacent to a single family use, additional landscaping is not required.*
4) Will traffic be added on Monteray Circle? *The current zoning requires a connection to Monteray Circle. HPDOT will determine the necessary connections to existing streets later this week.*
5) Will traffic be added to Beechnut Street? *The current zoning requires a connection to Beechnut. HPDOT will determine the necessary connections to existing streets later this week.*
6) Will the change in Delray Avenue be on my property? *No. All improvements to Delray Avenue will be made on the subject property.*
7) Will these be Section 8 houses? *There are no plans for Section 8 housing.*
8) What will be the price range for the houses? *The cost of the houses will be determined by the builder and market. We encourage you to look at the price of new homes recently built in this area.*

The general consensus is that the neighbors do not want change in the area. They particularly do not want traffic through their neighborhood.

Submitted by Judy Stalder

THE STALDER GROUP LLC
665 North Main Street
High Point North Carolina 27262
336.688.2204
jstalder@northstate.net

February 22, 2016

Dear Neighbor,

This letter is to notify you of a Citizen Information Meeting concerning a request for rezoning of property at the corner of North Main Street and Delray Avenue. The meeting will be held on Tuesday, March 1 from 5:30 until 6:30 at North Pointe Church, 5225 High Point Road, High Point NC 27265. (Please refer to the enclosed statement from the High Point Planning and Development Department concerning Citizen Information Meetings).

Dennis and Kathy Bunker, affiliates of Bunker Land Group, have acquired this property and intend to amend the current Conditional Use RS-7 zoning district. The zoning designation will remain the same--Conditional RS-7. The amended zoning reconfigures the open space and allows for some changes to the road network and lot layout. A preliminary site plan for illustrative purposes will be presented at the Citizen Information Meeting.

At the meeting you will be able to learn more about our plans and ask any questions you may have. Dennis Bunker of Bunker Land Group and I will be available at this meeting.

If you are unable to attend or you have questions prior to the meeting, you may contact me at 336.688.2204 or jstalder@northstate.net.

Sincerely,

Judy Stalder
Development Consultant

	Name	Address	Email
maps w/ lots	Robin Tester	113 Delray Ave HP	rtester1382@gmail.com
	Shawn Johnson	126 Delray Ave H.P.	
334-989-1337	Monica Kennedy	114 Delray Ave. HP	mylove romeo1@gmail.com
*	Ron & Sarah Martin	118 Delray Ave. HP	
	Kay & Wesley Stewart	4021 Monterey Cir. HP	Kstewart7@northstate.net
copy of letter	Michael Hodge	123 Delray Ave HP	Hodgem71@gmail.com
mark McDonald	Gary Hodge	125 Delray Ave HP	hodgem71
	Michael Reavis	119 Delray Av	Revupshd@gmail.com
*	Robert Johnson	126 Delray Ave. H.P.	
	Ruth Durham	200 Delray ave. H.P.	rl&1@northstate.net
map w/ lots	Tim + Margo Moore	202 Beechnut Dr. HP.	hockeyhp@yahoo.com
	Jim Bryan / Alfred Scott	108 Mowery Dr., HP.	jbryanlj@gmail.com

ALFRED LEE SCOTT REVOCABLE TRUST
108 MOWERY DR
HIGH POINT, NC 27265

AUMAN MOBILE HOME PARK LLC
3910 N MAIN ST
HIGH POINT, NC 27265

AUMAN RUBY P & BARBARA
3914 N MAIN ST
HIGH POINT, NC 27265

BARBER GLENNA ANN
4008 WELLINGHAM LN
HIGH POINT, NC 27265

BUNKER DENNIS N & KMBUNKER LLC
1140 DILWORTH CRESCENT ROW
CHARLOTTE, NC 28203

CHM&S LLC
PO Box 1889
JAMESTOWN, NC 27282

DEES MILDRED D
4024 MONTERAY CIR
HIGH POINT, NC 27265

DURHAM H E
200 DELRAY AVE
HIGH POINT, NC 27265

EQUITY TRUST COMPANY CUSTODIAN
1140 DILWORTH CRESCENT ROW
CHARLOTTE, NC 28203

HODGE MICHAEL D & HODGE JASON L
123 DELRAY AVE
HIGH POINT, NC 27265

JOHNSON ROBERT J
126 DELRAY AVE
HIGH POINT, NC 27265

KENNEDY MONICA MARIE
114 DELRAY AVE
HIGH POINT, NC 27265

KENNETH L WAGONER INC
4965 PINE MEADOW DR
KERNERSVILLE, NC 27284

LEDFORD CHARLES W & HENRY F
3832 N MAIN ST
HIGH POINT, NC 27265

MARTIN RONALD B & SARAH H
118 DELRAY AVE
HIGH POINT, NC 27265

MOORE TIMOTHY T & MARGOT B
202 BEECHNUT DR
HIGH POINT, NC 27265

MOOREFIELD DORIS J
4023 N MAIN ST
HIGH POINT, NC 27265

SPARKS WILLIAM THOMAS
116 DELRAY AVE
HIGH POINT, NC 27265

STEWART GEORGE W & D KAY
4021 MONTERAY CIR
HIGH POINT, NC 27265

STILLER CAROLYN S
4039 N MAIN ST
HIGH POINT, NC 27265

PROJECT AGREEMENT 530.100.000

High Point Railroad Slopes and Drainage Improvements
Downing Street to Lindsay Street
City of High Point, Guilford County
NCRR/NS Milepost 298.35 to 299.5

NORTH CAROLINA RAILROAD COMPANY

AND

CITY OF HIGH POINT

AND

NORFOLK SOUTHERN RAILWAY COMPANY

THIS PROJECT AGREEMENT made and entered into this the _____ day of _____, 2016, ("Project Agreement") between NORTH CAROLINA RAILROAD COMPANY ("NCRR"), the CITY OF HIGH POINT (City) and NORFOLK SOUTHERN RAILWAY COMPANY ("NSR");

I. RECITALS

WHEREAS,

A. NCRR and NSR entered into a Master Agreement dated July 27, 1999 ("Master Agreement");

B. NCRR and NSR entered into a Capital Improvement Agreement dated March 20, 2002 ("Capital Agreement"); the Capital Agreement contains certain provisions and obligations with regard to improvements to railroad property owned by NCRR and operated by NSR; and

C. NCRR and NSR may separately, jointly, or with other parties develop capital improvement plans subject to, and in accordance with, Section 9 of the Master Agreement; and

D. In 2013 the City approached NCRR with questions regarding the stability and appearance of portions of the slopes on the NCRR railroad corridor through High Point; and

E. The City, NCRR and NSR have conducted meetings and site visits to discuss the proposed project scope and participant's responsibilities; to view the existing conditions of the surface street drainage and railroad slopes; and to arrive at a potential approach leading to improving the railroad slopes and surface street drainage along portions of the NCRR railroad corridor in High Point; and

F. The City, NCRR and NSR propose a three pronged approach to proceed with the project:

1. The City will have responsibility to design, construct and maintain measures seeking to mitigate the discharge of street level surface drainage onto portions of the NCRR railroad corridor, particularly the discharge of storm water and surface drainage onto railroad slopes and the track level infrastructure. The mitigation of storm water and surface drainage onto the railroad slopes and track infrastructure is a key component to the overall project improvements and needs to be addressed prior to investing in improvements to the railroad slopes and track bed; and
2. NCRR will have responsibility for improvements to the railroad slopes and associated measures within portions of the NCRR railroad corridor for the purpose of seeking to mitigate and address slope stability and appearance concerns on portions of the NCRR railroad corridor after the surface drainage issues have been addressed; and
3. NSR will have responsibility for improvements to seeking to address the track level drainage on portions of the NCRR railroad corridor after the surface drainage and railroad slope issues have been addressed.

G. The benefits of this project will include:

1. The amount of City storm water and surface drainage will be minimized to the greatest extent possible. Minimizing the surface drainage being discharged onto the railroad slope and track bed area is expected to lessen the deterioration of the slopes; and
2. The impacted portion of the railroad's slopes will be stabilized and improved to seek to reasonably minimize erosion and related impacts; and
3. The drainage ditches along the impacted portion of the NCRR/NSR tracks will be improved to seek to reasonably provide for a better track structure and to seek to reasonably minimize related impacts; and
4. The drainage and slope improvements are expected to reduce maintenance requirements related to the tracks and railroad slopes in this confined area which will in turn be expected to reduce freight and passenger train delays due to maintenance activities. This NCRR railroad corridor currently handles over 40 trains (including both freight and passenger) per day; and
5. It is expected that this project will beneficially impact the appearance of the NCRR railroad corridor roadbed and slopes through the center of the City.

The City, NCRR and NSR have agreed to participate in the manner and to the extent as set out herein. Except as otherwise set forth herein, the Capital Agreement shall govern the conduct of the parties who originally executed that Capital Agreement as set forth in Recital B above.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows.

II. PROJECT DESCRIPTION, PLANS AND SPECIFICATIONS, PERMITS, SOLICITATION OF COMPETITIVE BIDS, CONSTRUCTION MANAGEMENT, CONSTRUCTION AND WORK SCHEDULE

A. Project Description

1. The High Point Railroad Slopes and Drainage Improvements Project includes:

   a. Improvements to certain storm drainage system facilities owned by the City; surface drainage from City owned streets, other streets and paved vehicle surfaces; and drainage from other areas adjacent to the NCRR railroad corridor which together or separately discharge water onto the NCRR railroad corridor will be the responsibility of and designed and constructed by the City (hereunder being the "City Project") in a manner which will minimize the surface drainage being discharged onto the railroad slope to the greatest extent possible. The locations of the City Project are generally (1) between Lindsay and Centennial Streets and (2) in the area adjacent to the pedestrian overpass at Washington Street near Day Place.

   b. Improvements to the railroad slopes with the goal of seeking to stabilize the slopes, minimize erosion to the extent possible and enhance the current appearance of the slopes will be the responsibility of the NCRR (hereunder being the "NCRR Project"). The location of the NCRR Project will generally be (1) between Wrenn and Centennial Streets and (2) in the area adjacent to the pedestrian overpass at Washington Street near Day Place.

   c. Improvements to the drainage systems (i.e., ditches) at the railroad track level will be the responsibility and in the sole discretion of NSR (hereunder being the "NSR Project"). The location of the NSR Project will generally be (1) between Wrenn and Centennial Streets and (2) in the area adjacent to the pedestrian overpass at Washington Street near Day Place. The NSR Project work will mainly consist of ditch improvements.

   d. The NCRR Project and the NSR Project are hereunder collectively referred to as the "Railroad Project". The Railroad Project and City Project are hereunder collectively referred to as the "Project."

2. NCRR and NSR will jointly (in the manner outlined below) develop a plan for improvements to the railroad slopes and railroad roadbed drainage ditches that will seek to achieve the NCRR Project's and NSR Project's goals; prepare plans, specifications and other documents for the railroad slopes and railroad roadbed drainage ditch improvements; and, subject to the preconditions stated in Sections II.G.1 and II.G.2 of this Project Agreement, construct all such improvements. NCRR will retain ownership of all railroad improvements.

3. The City will separately develop a plan for improvements to the surface and storm water drainage systems that will seek to achieve the project's goals, prepare plans, specifications and other documents for the surface and storm water drainage system improvements and construct all such improvements. Upon completion of the Project, the City will thereafter maintain all City owned improvements to seek

to ensure a continuation of an important goal of the Project which is, to the greatest extent possible (zero discharge is not possible), that City storm and surface drainage does not discharge onto the NCRR railroad corridor slopes upon completion of Project.

4. The City will furnish plans, specifications and related documents (and any supplemental ones) for review and approval of NCRR and NSR as they relate to the discharge of storm water and surface drainage onto the NCRR railroad corridor infrastructure. The City's work shall be performed per the approved plans, specifications and related documents (including any approved revisions).

5. The feasibility of constructing certain improvements and scope of improvements that could be constructed within the budget limits will be evaluated and determined during the preliminary design phase of both the City Project and the Railroad Project. The preliminary plans shall be reviewed and approved in the manner outlined in this Project Agreement by the City (City Project and NCRR Project only), NCRR and NSR prior to proceeding into final design and construction of the Project. It is understood during this preliminary design phase, the estimated cost of the work depicted in such preliminary plans for the City Project, NCRR Project or NSR Project may result in one or more the parties seeking to seek concurrence (as required under this Project Agreement) to modify or change the plans for the portion of the work for which a party is responsible under this Project Agreement if the cost to a particular party of such work is greater than expected. In such a case, if the parties are not able to agree on such modifications or changes, it is understood and agreed that this Project Agreement will be subject to possible termination by any one of the parties under Section XI of this Project Agreement.

B. Utilities

1. All City owned utilities currently located in the NCRR railroad corridor should have an existing utility occupancy agreement. The City shall make an application to NCRR for any City owned utility that is not subject of a current utility occupancy agreement.

2. In the event of utility conflicts with the City Project Work are discovered, the City shall be solely responsible for the cost of the relocation and adjustment of the utility, irrespective of any agreements the NSR or NCRR may have with the utility owners. The owner of any utility installation to be removed that is not the subject of an existing occupancy agreement with NCRR will be required to apply for and receive a temporary right-of-entry from NCRR and NSR to perform the removal. The owner of any utility that is not the subject of an occupancy agreement with NCRR that is to be adjusted or relocated will be required to make application and enter into an occupancy agreement with NCRR for the utility and to comply with NCRR rules, policies and standards including utility engineering review.

C. Plans and Specifications

1. NSR shall at NCRR expense design or cause to be designed all phases of the design for the NCRR Project. The NCRR Project plans and specifications, prepared subsequent to the execution of this Project Agreement by NSR and

NSR's consultant(s), will be submitted to the City and NCRR for review and approval prior to issuing construction drawings or solicitation of bids.

2. NSR shall at NSR expense design or cause to be designed all phases of the design for the NSR Project. The NSR Project plans and specifications, prepared subsequent to the execution of this Project Agreement by NSR and NSR's consultant(s), will be submitted to NCRR for review and approval prior to issuing construction drawings or solicitation of bids.

3. Plans for the purpose of the Railroad Project shall consist of engineering calculations and drawings needed to prepare the Design Plans, as prepared by NSR and/or its consultant(s) and as approved by the City (railroad slope improvement plans only) and NCRR.

4. Specifications for the Railroad Project will reflect those used by NSR on other similar projects on its railroad. These specifications, prepared by NSR, will be submitted to the City (railroad slope improvement specifications only) and NCRR for review and approval prior to issuing for construction. Additional specifications used by NSR for this Project may include:

   a. NSR's "Standard Specifications for Material and Construction" (Current version);

   b. American Railway Engineering and Maintenance-of-Way Association's (AREMA) recommended practices;

   c. North Carolina Department of Transportation's (NCDOT) standard plans and specifications;

   d. NCRR's specifications for utility occupancy and work on its right of way.

   The specifications will provide details of an exact statement of particulars prescribing materials, dimensions and workmanship to be used in constructing the Railroad Project.

5. Supplemental Plans and Specifications, if any, shall be submitted by NSR to the City (railroad slope improvement specifications only) and NCRR for its review and approval, and the City and NCRR and/or their consultant(s) shall promptly review and approve and/or provide comments on the Plans and Specifications to NSR.

6. During bid review and/or construction of the Railroad Project, if any changes in the Plans and Specifications are necessary, NSR and/or its consultant(s) shall promptly prepare and submit revised Plans and Specifications to NCRR and the City (railroad slope improvement specifications only) for its review and approval.

7. It is understood that the Plans and Specifications will provide that the Railroad Project will be built under traffic and that any required outages shall be kept to a minimum.

D. Permits

1. City shall have responsibility for obtaining permits as follows:

   a. City and/or its consultant(s) and contractor(s) shall be responsible for seeking all required environmental and/or planning documents for the City Project, including any environmental permits, and performing any necessary engineering studies and field surveys required in conjunction with obtaining those permits.

   b. NCRR and NSR shall reasonably provide assistance to City necessary with regards to securing the permits required for completion of the City Project.

2. NSR shall have responsibility for obtaining permits as follows:

   a. NSR and/or its consultant(s) and contractor(s) shall be responsible for seeking all required environmental and/or planning documents for the Railroad Project, including any environmental permits, and performing any necessary engineering studies and field surveys required in conjunction with obtaining those permits.

   b. NCRR and the City shall reasonably provide assistance to NSR as necessary with regards to securing the permits required for completion of the Railroad Project.

E. Solicitation for Competitive Bids for Construction Work:

NSR shall prepare bid packages and conduct the bidding process for construction work to be performed by a contractor(s) to be engaged by NSR. The following shall apply:

1. Except for that work which NSR will perform using its own forces, NSR shall prepare a bid package for the proposed Railroad Project work. The bid package shall be prepared to the standards of NSR and NCRR, and contain the Plans and Specifications as prepared by NSR and/or its consultant(s). NCRR shall promptly review and approve the bid documents prepared by NSR and/or provide reasonable comments on the documents to NSR.

2. Except for that work which NSR will perform using its own forces, NSR shall obtain bids for the Railroad Project construction work from a minimum of three (3) NSR-qualified and experienced contractors. It is agreed to by NSR, the City and NCRR that NSR shall only solicit bids from contractors with the expertise and capability to perform the work within track outages as stipulated by NSR in order to minimize annulment of, or delay to, freight trains and passenger trains.

3. NSR and NCRR shall jointly review contractors' bids prior to NSR awarding the construction contract and agree on the successful contractor. The minimum criteria for a successful bidder will be as follows:

   a. The successful bidder must be a Contractor licensed in North Carolina.

b. The successful bidder must have previous railroad construction experience, including experience performing railroad construction work under traffic.

c. The successful bidder must agree to abide by the schedule for construction established in the construction contract.

d. The successful bidder must agree to comply with track outages as stipulated by NSR.

e. While bid price shall not be the sole determining criteria for award, the successful bidder will be expected to have provided a competitive price for the contemplated construction work.

f. The successful bidder shall provide contract payment and performance bonds for the full value of the construction project or, in lieu thereof, shall tender letters of credit acceptable to each of the City, NCRR and NSR.

4. In the event that NSR modifies the Plans or Specifications during the bid review process described in Section II.B.5 of this Project Agreement, and NCRR agree with the modifications, NSR shall review the modifications with the successful bidder to determine if a change in bid price is justified.

5. In the event that NSR and NCRR fail to agree on a successful bidder, or if NSR and the successful bidder fail to agree on price changes described in Section II.E.4 of this Project Agreement, NSR shall re-bid the work.

After NCRR furnishes NSR written notice to proceed with construction, NSR shall enter into a construction contract, in a form similar to other NSR construction contracts, and which will reference the provisions of this Project Agreement, with the successful bidder.

F. Construction Management

1. NSR, at the Project's expense, shall be responsible for providing construction management services for the construction of the Railroad Project. NSR may elect to procure a consultant(s) with the prior approval of NCRR, such approval not to be unreasonably withheld.

2. NCRR, at NCRR's expense, shall have the right but not the duty to provide its representative to perform such items as construction observation, inspection, quality control, reviewing invoices, reviewing change requests, attending project meetings, or providing status reports to NCRR management as outlined in Section V of this Project Agreement. NCRR may elect to utilize a consultant(s).

3. The City, at the City's expense, shall have the right but not the duty to provide its representative to perform with respect to the NCRR Project such items as construction observation, inspection, quality control, reviewing invoices, reviewing change requests, attending project meetings, or providing status reports to City management as outlined in Section V of this Project Agreement. The City may elect to utilize a consultant(s). In no event shall City nor any City consultant enter on any land or right of way of NCRR without first having executed

NCRR/NSR's standard entry agreement ("ROE") for such purpose and provided all that may be required by such ROE.

G. Construction procedures shall be as follows:

1. A condition precedent to NSR being required to commence the actual field construction NCRR Project or the actual field construction NSR Project work shall be full completion by City of the City Project work and written notification to NSR and NCRR to that effect. NSR in its sole discretion may elect to commence such NCRR Project and/or NSR Project work before such City Project work is fully complete and NSR is otherwise allowed under this Project Agreement to proceed.

2. A condition precedent to NSR being required to commence the actual field construction NSR Project work shall be the full completion by NSR of the NCRR Project work. NSR in its sole discretion may elect to commence such NSR Project work before such NCRR Project work is fully complete and NSR is otherwise allowed under this Project Agreement to proceed.

3. Subject to the foregoing conditions, NSR shall commence the actual field construction of the Railroad Project after NCRR has given its written authorization for construction, the construction contract is signed with the successful bidder, and all applicable permits required for construction of the Railroad Project are obtained.

4. During construction, if any changes in the Plans and Specifications are necessary, NSR shall provide cost estimates for such changes and shall secure written approval from the City (NCRR Work only) and NCRR prior to the work, as described in Section II.C.4. of this Project Agreement.

5. All work in the construction of the Railroad Project shall be performed [i] in accordance with NSR standards and specifications, applicable to such work on its own railroad system, [ii] in accordance with the approved Plans and Specifications, [iii] in accordance with all applicable Federal and State regulations, and [iv] generally consistent with AREMA recommended practices.

6. NSR, by itself or through consultant(s) and contractor(s), shall provide all labor, purchased services, construction engineering, supervision and all equipment and materials necessary for the completion of the Railroad Project (including without limitation NSR's work under Section II.C of this Project Agreement) or NSR's review of the City's plans, specifications and related documents, and, except for that specifically done only for the NSR Project Work, all such work such be at NCRR's expense.

7. NCRR, at its expense, shall have the right but not the duty to inspect, sample or test, and approve or reject any materials or construction methods to be used during the construction of the Railroad Project provided that any rejection can only occur if the materials or construction methods are found not to meet the approved Plans and Specifications. NCRR's exercising of this right shall not unduly delay the Project.

8. Except for as provided in Section III.C of this Project Agreement, NSR's construction contract with the contractor shall provide that the contractor shall have the responsibility to coordinate its work with any third parties, including utility companies, and be liable to NCRR and NSR for any third party claims of interference or damages arising out of the acts or omissions of the contractor.

9. During construction of the Railroad Project, NSR and/or its consultant(s) will document as-built dimensions and revisions to the approved construction and shop drawings. Within three (3) months after completion of the Railroad Project, NSR and/or its consultant(s) will furnish NCRR an electronic copy of the CAD file, in PDF format, showing the as-built plans.

H. Work Schedule

1. NSR shall commence work on preparing and issuing a Request for Proposals for the design within ten (10) days of (i) the date of the execution of this Project Agreement.

2. Within thirty (30) days after the Notice to Proceed for the design of the Project, NSR or its Consultant shall prepare and furnish to NCRR a proposed schedule for the design and construction of the Project.

3. Within sixty (60) days after NSR's and NCRR's approval of the Plans and Specifications, NSR will confirm with NCRR a proposed schedule. NSR and/or its consultant will be responsible for furnishing the schedule for obtaining the necessary environmental permits for the work for inclusion into NSR's prepared schedule.

4. a. NSR shall commence the actual field construction on the NCRR Project within ninety (90) days of the later of (i) approval of the plans and specifications and (ii) receipt of the written notification by City that City has fully completed the City Project and NSR shall complete the NCRR Project within fifteen (15) months after the later of the date on which (i) NSR receives the written notification by City that City has fully completed the City Project (ii) all permits required for the construction of the NCRR Project are obtained and the construction contract(s) is signed with the successful bidder(s), and (iii) NCRR gives NSR written authorization to proceed with construction of the NCRR Project as provided in Section II.F.1 of this Project Agreement, provided, however, that if any NSR work hereunder is delayed due to any moratoria established by any applicable federal and/or state agency which relates to the NCRR Project, NSR's time for completion of its work hereunder shall be extended for a period equal to the time of such moratoria. In the event that the NCRR Project is delayed as a result of delay in obtaining a necessary permit, the arising of an unforeseen condition, the failure of NCRR to timely review revised Plans and Specifications or revised estimates of cost, or the failure of NCRR to acquire sufficient interest in any required real property, the construction schedule shall be revised and all parties hereto will agree on the revised schedule. Any failure to agree on the revised schedule shall be addressed by the Policy Planning Committee and

dispute resolution process set forth in the Master Agreement if the dispute is between NCRR and NSR.

b. NSR shall commence the actual field construction on the NSR Project within ninety (90) days of the later of (i) approval of the plans and specifications and (ii) NSR completion of the NCRR Project and NSR shall complete the NSR Project within fifteen (15) months after the later of the date on which (i) NSR completes the NCRR Project (ii) all permits required for the construction of the NSR Project are obtained and the construction contract(s) is signed with the successful bidder(s), and (iii) NCRR gives NSR written authorization to proceed with construction of the NSR Project as provided in Section II.F.1 of this Project Agreement, provided, however, that if any NSR work hereunder is delayed due to any moratoria established by any applicable federal and/or state agency which relates to the NSR Project, NSR's time for completion of its work hereunder shall be extended for a period equal to the time of such moratoria. In the event that the NSR Project is delayed as a result of delay in obtaining a necessary permit, the arising of an unforeseen condition, the failure of NCRR to timely review revised Plans and Specifications or revised estimates of cost, or the failure of NCRR to acquire sufficient interest in any required real property, the construction schedule shall be revised and all parties hereto will agree on the revised schedule. Any failure to agree on the revised schedule shall be addressed by the Policy Planning Committee and dispute resolution process set forth in the Master Agreement if the dispute is between NCRR and NSR.

III. PROPERTY

A. If any additional real property interests are needed in order to construct the Railroad Project, it will be the sole responsibility of NCRR to acquire such real property interests at NCRR's sole expense and the acquisition of a sufficient interest to such real property as may be needed will be a precondition to NSR's responsibility to commence NSR's work on any part of the Railroad Project.

B. If any additional real property interests are needed for the construction of the City's storm water and surface water drainage improvements, it will be the sole responsibility of the City to acquire such real property interests at the City's sole expense and the acquisition of a sufficient interest to such real property as may be needed.

C. If the Plans and Specifications identify encumbrances, including without limitation water lines, wire lines, pipe lines, parking lots and buildings, (together "Encumbrances") located on NCRR property that must be moved, relocated, adjusted or otherwise accommodated in order for construction of the Railroad Project, or if subsequent to the preparation of the Plans and Specifications but prior to NSR's commencement of the Railroad Project other Encumbrances are discovered, NCRR shall be solely responsible, at NCRR's sole expense, for seeking, obtaining and coordinating the said movement, relocation, adjustment or accommodation and this will be a precondition to NSR's responsibility to commence NSR's work on the Railroad Project. NSR agrees to cooperate in NCRR's efforts.

IV. REIMBURSEMENT

A. NCRR's Board of Directors has approved a budget not exceeding $3,000,000 for the NCRR Project.

B. The City has a budget not exceeding $1,500,000 for improvements to the storm water and surface drainage improvements.

C. The proposed funding for the Project is as follows:

1. The City will contribute up to $1,500,000 toward the planning, design and construction of the storm water and surface drainage improvements and associated work (the City Project). Except as provided in this Project Agreement, both NCRR and NSR have no responsibility for this work.

2. NCRR will contribute up to $3,000,000 toward the cost of the NCRR Project. These funds may be applied to the engineering design and construction of the NCRR Project and associated work. Except as provided in this Project Agreement, both the City and NSR have no responsibility for funding this work.

3. NSR will fund the improvements to the railroad roadbed drainage ditch improvements and associated work (NSR Project). Except as provided in this Project Agreement, both NCRR and the City have no responsibility for this work.

D. As part of the design, NSR, or NSR's Consultant, will prepare an updated estimated cost for the NCRR Project which will be submitted to NCRR for review and approval. If upon completion of the design estimate, it is determined that the cost of the NCRR Project will exceed the NCRR budget, NSR shall inform NCRR in writing with explanation of increase. If the estimated cost exceeds the total funding in IV.C a revised funding agreement will be prepared and submitted for approval to NSR and NCRR. NSR shall not proceed with the bid process until NSR and NCRR agrees in writing on the increase for the NCRR Project. This paragraph is also subject to the provisions of Sections II.A.5 and XI of this Project Agreement with respect to potential termination of this Project Agreement.

E. Upon selection of the successful bidder for the NCRR Project, NSR will prepare an updated estimate of cost for NSR to complete the work (the proposed NCRR Project budget). If upon completion of the design estimate, NSR determines the cost of the NCRR Project will exceed the preliminary estimate, NSR shall inform NCRR in writing with explanation of increase. NSR shall not issue notice to proceed for the NCRR Project until NCRR agrees in writing on the increase for that project.

F. Regardless of the provisions of this Project Agreement (including without limitation Section IV.C.2 of this Project Agreement), NCRR shall reimburse or arrange for reimbursement to NSR for the actual, documented cost of the design and construction of the NCRR Project and NSR review of the plans, specifications and related documents for the City Project. In addition, NCRR shall reimburse or arrange for reimbursement to NSR of NSR's administrative fees and additives.

G. Except for those items described in Section III of this Project Agreement (i.e., property and encumbrances) which under Section III are solely the responsibility of the City, and

except for costs associated with the City Project, and except for costs clearly only associated with the NSR Project, NCRR shall be responsible for one hundred percent (100%) of the actual, documented costs associated with the NCRR Project, including the cost for NSR and NSR's consultant(s) to prepare the Design Plans and NSR's administrative fees and additives.

H. If during the course of the construction work unanticipated conditions arise which affect the cost of the work, the following shall apply:

1. If unanticipated conditions arise prior to the construction of the Project, NSR shall notify NCRR in writing of the condition and the estimated cost to remedy the condition. NCRR shall furnish to NSR written approval to commence the remedy. If NCRR fails to approve the cost of remedy of a condition within 14 days of receipt of the notice, work on the NCRR Project shall not begin until agreement is reached. NCRR shall reimburse NSR for the cost, if any, claimed and reasonably documented by the contractor associated with delay to the contractor's work on the Project. If the Project is terminated as a result of the condition, then the provisions of Section XI of this Project Agreement shall also apply.

2. If unanticipated conditions arise during the course of the construction work, NSR shall notify NCRR in writing of the condition and the estimated cost to remedy the condition. NCRR shall furnish to NSR written approval to commence the remedy. If NCRR fails to approve the cost of remedy of a condition within 14 days of receipt of the notice, work on the NCRR Project shall cease until agreement is reached. NCRR shall reimburse NSR for the cost, if any, claimed and reasonably documented by the contractor associated with delay to the contractor's work on the Project. If the NCRR Project is terminated as a result of the condition, then the provisions of Section XI of this Project Agreement shall also apply.

I. Reimbursement shall be pursuant to the following procedures:

1. NSR shall submit invoices for progress payments and a final payment to the NCRR at intervals no more frequently than thirty (30) days with the reimbursement amounts based on the actual costs of work completed. Supporting documentation for invoices shall be in the form described in Section IV.I.3. of this Project Agreement.

2. NSR shall submit all invoices not previously submitted, together with the supporting documentation as required by Section IV.I.3. of this Project Agreement, for the Project within one hundred eighty (180) days after completion and acceptance of the work by the NCRR and the City.

3. NSR shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Project Agreement. NSR shall make such materials available at its office at all reasonable times during the construction period, and for three (3) years from the date of final payment for the Project under this Project Agreement, for inspection and audit by NCRR at reasonable times during normal working hours at the location where such records are normally maintained by NSR.

4. NCRR agrees to reimburse NSR upon each invoice rendered within thirty (30)

days of NCRR's receipt of a written invoice.

V. STATUS MEETINGS AND INSPECTIONS AND PROJECT COMPLETION

A. NCRR, the City and NSR shall meet periodically at the request of either party during the life of the Project to discuss the Project's status. Meetings shall be held on mutually acceptable dates at mutually acceptable locations. It shall be acceptable for attendance at meetings to occur telephonically.

B. NCRR, the City and NSR shall arrange for inspections of work on the Project as jointly deemed necessary by the parties.

D. Upon substantial completion and prior to final delivery of the Project and final payment by the NCRR to NSR for the construction of the NCRR Project, NCRR, the City (City Project and NCRR Project only) and NSR shall perform a project close-out that will provide the parties an opportunity to assure the Project has been constructed as described under Section II.B of this Project Agreement. The project close out shall consist of a joint final inspection with NSR's Construction Manager and NCRR's and the City's representatives. The final inspection will produce a mutually acceptable final inspection correction list. NSR, as Construction Manager, will correct or cause to be corrected the items (if any) in the final inspection correction list.

E. Upon completion of the items (if any) on the final inspection list, NSR will distribute the list to NCRR and the City as notification the Project has achieved Final Field Acceptance. Upon issuing the Final Field Acceptance, NSR will furnish to NCRR records as noted in Section A.9. of the Capital Agreement and furnish to NCRR the as-built plans as noted in Section II.F.7. of this Project Agreement. Upon the delivery to NCRR of the documents in this section, the Project will be accepted by the parties as complete.

E. NSR will issue the final invoice in accordance with Section IV.I.2. of this Project Agreement. The final invoice and payment shall serve as final acceptance of this Project by the parties.

VI. SALVAGE

A. The scrap value of salvaged running rail and other salvaged steel materials removed from the Project will be returned to the NCRR Project as a credit.

B. NSR's contractor(s) shall retain all other salvaged scrap materials generated as a result of the Project. Scrap materials are to be removed from NCRR's right of way and disposed of in accordance with applicable local, state and federal laws and regulations.

VII. MAINTENANCE/OWNERSHIP

The infrastructure constructed by NSR for the NSR Project after completion of the Project shall owned by NCRR and shall be maintained by NSR in accordance with Section 8 of the Master Agreement, except that the NSR Project shall not be deemed an upgrade for purposes of Section 8(e) of the Master Agreement. The slope improvements and any other improvements made by this Project, shall be owned and maintained by NCRR.

VIII. INDEMNIFICATION/INSURANCE

1. NSR agrees to and does hereby indemnify and hold NCRR and the City harmless from and against any and all loss, cost, claim, liability or expense (including but not limited to attorney's fees) resulting from the loss of life of or personal injury to any person or the loss of or damage to any property occurring during the construction phase of the Railroad Project which arises from the construction activities of NSR or its contractor(s), except to the extent that such loss of life, personal injury or property loss or damage is caused by the negligence of NCRR or the City.

2. To the extent allowed by law, the City agrees to and does hereby indemnify and hold NCRR and NSR harmless from and against any and all loss, cost, claim, liability or expense (including but not limited to attorney's fees) resulting from the loss of life of or personal injury to any person or the loss of or damage to any property occurring during the construction phase of the Railroad Project which arises from the construction activities of the City or its contractor(s), except to the extent that such loss of life, personal injury or property loss or damage is caused by the negligence of NCRR or NSR. City also agrees City and its Prime Contractor shall be required to provide to NCRR and NSR such insurance as is listed on Exhibit A, attached hereto and made a part hereof.

IX. MERGER

Except for the Master Agreement, the Capital Agreement and this Project Agreement constitute a final expression of all the terms agreed upon and are a complete and exclusive statement of those terms, superseding all other prior understandings and agreements, both written and oral, between the parties with respect to the Project. The Capital Agreement and this Project Agreement may be supplemented, amended or modified at any time and in any and all respects only by an instrument in writing executed by NSR and NCRR.

X. ASSIGNMENT

This Project Agreement may not be assigned by any of the parties without the written consent of the remaining two parties, which consent shall not be unreasonably withheld.

XI. TERMINATION.

NCRR, NSR and City shall have the right to abandon the Project at any time prior to the time NSR has been authorized to begin construction work on the Railroad Project. Termination of NSR's, NCRR's or City's participation must be effected by written notice to other two parties a minimum of thirty (30) days prior to the termination date. Furthermore, failure on part of NSR, NCRR or City to comply substantially with any of the material provisions of this Project

Agreement prior NSR's commencement of the Railroad Work will be grounds for NSR, NCRR or City (as the case may be) to withdraw participation in the project. However, should NSR, NCRR or City timely withdraw its participation under any provision of this Project Agreement, NCRR shall reimburse NSR, within ninety (90) days of receipt of an invoice, the actual cost of the work performed by NSR (except for that work which under this Project Agreement is to be performed by NSR at NSR's expense), including any costs or penalties associated with early termination of the construction contract.

XII. FORCE MAJEURE

NSR, NCRR and City agree to pursue the completion of the work for the Project covered by this Project Agreement as expeditiously as possible and to complete said work in accordance with the requirements of the Project Agreement. If City or NSR are unable to complete their portion of the work for the Project specified in this Project Agreement due to a condition of *force majeure* or other conditions beyond the reasonable control of NSR or City (as the case may be), then NSR or City (as the case may be) will diligently pursue completion of the Project once said condition or conditions are no longer in effect.

XIII. MISCELLANEOUS

A. Governing Law. This Project 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. 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.

C. 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.

D. Iran Divestment. Each of NSR, NCRR and City hereby certifies that, as of the date of this Agreement, neither it nor any of its contractors who have been selected to perform work under this Agreement are on the Final Divestment List as created by the State Treasurer pursuant to N. C. Gen. Stat. § 147-86.58. In compliance with the requirements of the Iran Divestment Act, N.C. Gen. Stat. § 147-86.55, et seq., each of NSR, NCRR and city covenants that it shall not enter into a contract with a subcontractor to perform work under this Agreement if such subcontractor is at that time identified on the Final Divestment List

IN WITNESS WHEREOF, this Project Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the City of High Point, NCRR and NS by authority duly given.

Witness:

By: _____

Title: DIRECTOR OF ENGINEERING

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____

Title: VP ENGINEERING

Federal Tax Identification Number: 56-6002016
Norfolk Southern Railway Company

Remittance Address:
Norfolk Southern Railway Company
c/o Norfolk Southern Corporation
Miscellaneous Billing1200 Peachtree Street NE, Box 34
Atlanta, GA. 30309

Witness:

By: _____

Title: Planning Director

NORTH CAROLINA RAILROAD COMPANY

By: _____

President

Federal Tax Identification Number 56-6003280
North Carolina Railroad Company

Remittance Address:
North Carolina Railroad Company
2809 Highwoods Boulevard
Raleigh, NC 27604-1640
Attn: Dan Halloran, CFO

CITY OF HIGH POINT, NORTH CAROLINA
The City

P O Box 230, High Point, NC 27261
Address

Lisa Vierling, City Clerk

By: Randy E. McCaskill
6/29/16, *Assistant City Manager*

APPROVAL BY CITY ATTORNEY

Approved as to form and legality:

JoAnne L. Carlyle, City Attorney

Date: 6/29/16

APPROVAL BY FINANCE OFFICER

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

~~Jeffrey A. Moore, Director of Financial Services~~
ERIC OLMEDO, BUDGET DIRECTOR

Date: 6/28/16

CITY OF HIGH POINT
AGENDA ITEM

Title: **Ordinance to Demolish – 1601 E Green Drive**

From: Michael McNair, Director
Community Development & Housing

Meeting Date: June 20, 2016

Public Hearing: No

Advertising Date:

Advertised By:

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

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

BACKGROUND:
After a Complaint and Notice of Hearing was issued and a hearing held, an Order to Repair or Demolish was issued on August 23, 2012. No action occurred by the compliance date of November 26, 2012. The necessary repairs to the dwelling exceed its current tax value and the demolition is warranted.

A Lis Pendens was recorded on August 13, 2013. The property has remained vacant since the expiration date of the Order to Repair or Demolish Notice, November 26, 2012. The current owner is Amin Kinnerly as recorded with Guilford County on November 25, 2014.

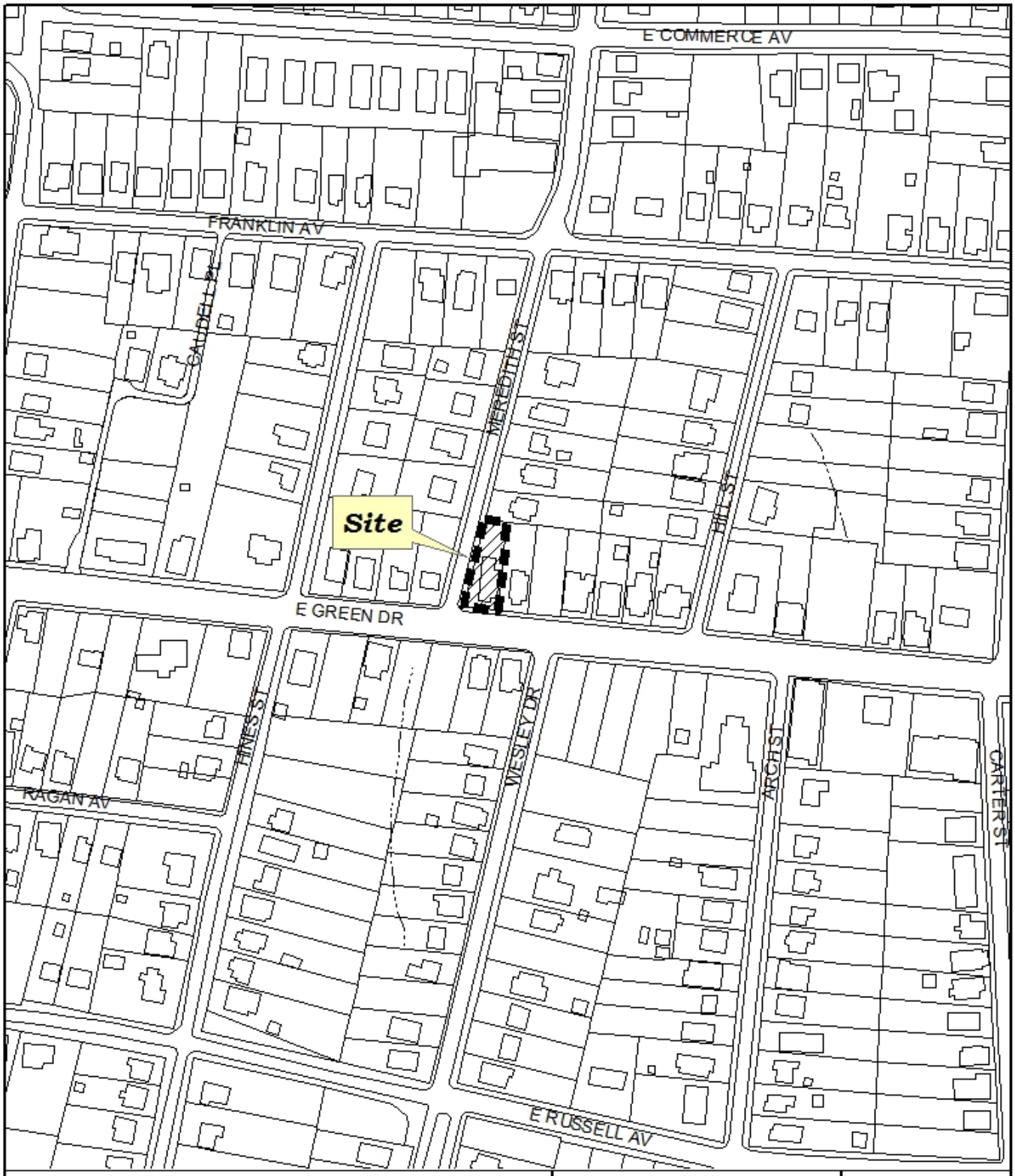
BUDGET IMPACT:
Funds are available in the Department budget for the demolition and asbestos testing of the structure(s), and for the asbestos removal if present.

RECOMMENDATION / ACTION REQUESTED:
Staff recommends the adoption of the requested ordinance to demolish this single family dwelling and the accessory structure based upon the enclosed staff report.

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

DEPARTMENT OF PLANNING AND DEVELOPMENT
INSPECTION SERVICES
HOUSING ENFORCEMENT DIVISION

ORDINANCE REQUEST:	Ordinance to Demolish
PROPERTY ADDRESS:	1601 E. Green Drive
OWNER:	Amin Kinnerly Property obtained November 25, 2014
FIRST INSPECTION: 7-23-2012	Summary of Major Violations: 1. Evidence of vandalism and metal theft ref. plumbing system 2. Repair or replace heating system 3. Missing water heater 4. Repair or replace porch floor 5. Repair or demolish attached carport
HEARING RESULTS: 8-8-2012	No one appeared for the Hearing to discuss the violations. During the hearing the following Findings of Facts were established. There is numerous violations of the Minimum Housing Code. This request includes any accessory structures that may be located on the property. In its present state, necessary repairs to the dwelling exceed 50% of the value of the structure. The Guilford County Tax value of the dwelling is $26,300.00.
ORDER(S) ISSUED: 8-23-2012	Order to Repair or Demolish Date of Compliance 11-26-2012
APPEALS:	No appeals to date.
OWNER ACTIONS:	None
EXTENSIONS:	None Requested



1601 East Green Drive

Ordinance to Demolish

Location of subject property

Planning and Development Department

City of High Point

Date: June 9, 2016

N

Scale: 1'=200'

y:/ba-pz/inspections/ord-demo.mxd

1601 E. Green Drive
Exterior Pictures taken 6-8-16

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

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

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

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

PROPERTY LOCATION	OWNER (S)
1601 E. Green Drive	Amin Kinnerly 4321 Windjamer Ct. SW Concord, NC

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 20th day of June, 2016

Lisa B. Vierling, City Clerk

CITY OF HIGH POINT
AGENDA ITEM

Title: Project Agreement: Railroad Slopes and Drainage Improvements – Downing St. to Lindsay St.

From: Keith Pugh, Engineering Services

Public Hearing: N/A

Attachments: Project Agreement

Meeting Date: June 20, 2016
Advertising Date: N/A
Advertised By: N/A

PURPOSE:
The purpose of this agreement is to perform drainage and slope improvements along the railroad corridor through downtown from Downing Street to Lindsay Street. The proposed arrangement is a three party agreement between the City of High Point, the North Carolina Railroad and Norfolk Southern. Council is asked to approve the Project Agreement.

BACKGROUND:
During the 1930's, the existing railroad tracks through downtown High Point were lowered. This was done to eliminate at-grade crossings and to improve safety and efficiency of the roadways and railroad. Since the initial construction, the slopes of this railroad "trench" have steadily eroded to the point where we now have safety concerns. This erosion is due to naturally occurring rainfall and concentrated point discharges from the existing storm drainage system. Several years ago, the City and the North Carolina Railroad (NCRR) identified the need to stabilize the trench slopes and improve the storm drainage. The City budgeted and set aside $1,500,000 in Public Services' Capital Improvement Budget for this work, funded by our 2014 2/3 Bonds.

We now respectfully ask that City Council consider and approve a three party agreement between the City, NCRR and Norfolk Southern Railway. The terms of the agreement are contained in the attached Project Agreement. Under this agreement, the City would be responsible for design and construction of drainage improvements outside of the trench which would reduce and/or eliminate sheet flow and point discharges onto the trench slopes. The City's liability is limited to our budgeted amount of $1,500,000. NCRR would be responsible for design and construction of identified slope improvements. Norfolk Southern would be responsible for improvements at track level.

By entering into this agreement, all parties commit to developing a workable solution to the trench erosion problems and drainage issues.

BUDGET IMPACT:
Funding for this agreement is available in Public Services Capital Improvements budget.

RECOMMENDATION / ACTION REQUESTED:
Staff recommends approval of the Project Agreement.

PROJECT AGREEMENT 530.100.000

High Point Railroad Slopes and Drainage Improvements
Downing Street to Lindsay Street
City of High Point, Guilford County
NCRR/NS Milepost 298.35 to 299.5

NORTH CAROLINA RAILROAD COMPANY

AND

CITY OF HIGH POINT

AND

NORFOLK SOUTHERN RAILWAY COMPANY

THIS PROJECT AGREEMENT made and entered into this the _____ day of _____, 2016, ("Project Agreement") between NORTH CAROLINA RAILROAD COMPANY ("NCRR"), the CITY OF HIGH POINT (City) and NORFOLK SOUTHERN RAILWAY COMPANY ("NSR");

I. RECITALS

WHEREAS,

A. NCRR and NSR entered into a Master Agreement dated July 27, 1999 ("Master Agreement");

B. NCRR and NSR entered into a Capital Improvement Agreement dated March 20, 2002 ("Capital Agreement"); the Capital Agreement contains certain provisions and obligations with regard to improvements to railroad property owned by NCRR and operated by NSR; and

C. NCRR and NSR may separately, jointly, or with other parties develop capital improvement plans subject to, and in accordance with, Section 9 of the Master Agreement; and

D. In 2013 the City approached NCRR with questions regarding the stability and appearance of portions of the slopes on the NCRR railroad corridor through High Point; and

E. The City, NCRR and NSR have conducted meetings and site visits to discuss the proposed project scope and participant's responsibilities; to view the existing conditions of the surface street drainage and railroad slopes; and to arrive at a potential approach leading to improving the railroad slopes and surface street drainage along portions of the NCRR railroad corridor in High Point; and

F. The City, NCRR and NSR propose a three pronged approach to proceed with the project:

1. The City will have responsibility to design, construct and maintain measures seeking to mitigate the discharge of street level surface drainage onto portions of the NCRR railroad corridor, particularly the discharge of storm water and surface drainage onto railroad slopes and the track level infrastructure. The mitigation of storm water and surface drainage onto the railroad slopes and track infrastructure is a key component to the overall project improvements and needs to be addressed prior to investing in improvements to the railroad slopes and track bed; and
2. NCRR will have responsibility for improvements to the railroad slopes and associated measures within portions of the NCRR railroad corridor for the purpose of seeking to mitigate and address slope stability and appearance concerns on portions of the NCRR railroad corridor after the surface drainage issues have been addressed; and
3. NSR will have responsibility for improvements to seeking to address the track level drainage on portions of the NCRR railroad corridor after the surface drainage and railroad slope issues have been addressed.

G. The benefits of this project will include:

1. The amount of City storm water and surface drainage will be minimized to the greatest extent possible. Minimizing the surface drainage being discharged onto the railroad slope and track bed area is expected to lessen the deterioration of the slopes; and
2. The impacted portion of the railroad's slopes will be stabilized and improved to seek to reasonably minimize erosion and related impacts; and
3. The drainage ditches along the impacted portion of the NCRR/NSR tracks will be improved to seek to reasonably provide for a better track structure and to seek to reasonably minimize related impacts; and
4. The drainage and slope improvements are expected to reduce maintenance requirements related to the tracks and railroad slopes in this confined area which will in turn be expected to reduce freight and passenger train delays due to maintenance activities. This NCRR railroad corridor currently handles over 40 trains (including both freight and passenger) per day; and
5. It is expected that this project will beneficially impact the appearance of the NCRR railroad corridor roadbed and slopes through the center of the City.

The City, NCRR and NSR have agreed to participate in the manner and to the extent as set out herein. Except as otherwise set forth herein, the Capital Agreement shall govern the conduct of the parties who originally executed that Capital Agreement as set forth in Recital B above.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows.

II. PROJECT DESCRIPTION, PLANS AND SPECIFICATIONS, PERMITS, SOLICITATION OF COMPETITIVE BIDS, CONSTRUCTION MANAGEMENT, CONSTRUCTION AND WORK SCHEDULE

A. Project Description

1. The High Point Railroad Slopes and Drainage Improvements Project includes:

    a. Improvements to certain storm drainage system facilities owned by the City; surface drainage from City owned streets, other streets and paved vehicle surfaces; and drainage from other areas adjacent to the NCRR railroad corridor which together or separately discharge water onto the NCRR railroad corridor will be the responsibility of and designed and constructed by the City (hereunder being the "City Project") in a manner which will minimize the surface drainage being discharged onto the railroad slope to the greatest extent possible. The locations of the City Project are generally (1) between Lindsay and Centennial Streets and (2) in the area adjacent to the pedestrian overpass at Washington Street near Day Place.

    b. Improvements to the railroad slopes with the goal of seeking to stabilize the slopes, minimize erosion to the extent possible and enhance the current appearance of the slopes will be the responsibility of the NCRR (hereunder being the "NCRR Project"). The location of the NCRR Project will generally be (1) between Wrenn and Centennial Streets and (2) in the area adjacent to the pedestrian overpass at Washington Street near Day Place.

    c. Improvements to the drainage systems (i.e., ditches) at the railroad track level will be the responsibility and in the sole discretion of NSR (hereunder being the "NSR Project"). The location of the NSR Project will generally be (1) between Wrenn and Centennial Streets and (2) in the area adjacent to the pedestrian overpass at Washington Street near Day Place. The NSR Project work will mainly consist of ditch improvements.

    d. The NCRR Project and the NSR Project are hereunder collectively referred to as the "Railroad Project". The Railroad Project and City Project are hereunder collectively referred to as the "Project."

2. NCRR and NSR will jointly (in the manner outlined below) develop a plan for improvements to the railroad slopes and railroad roadbed drainage ditches that will seek to achieve the NCRR Project's and NSR Project's goals; prepare plans, specifications and other documents for the railroad slopes and railroad roadbed drainage ditch improvements; and, subject to the preconditions stated in Sections II.G.1 and II.G.2 of this Project Agreement, construct all such improvements. NCRR will retain ownership of all railroad improvements.

3. The City will separately develop a plan for improvements to the surface and storm water drainage systems that will seek to achieve the project's goals, prepare plans, specifications and other documents for the surface and storm water drainage system improvements and construct all such improvements. Upon completion of the Project, the City will thereafter maintain all City owned improvements to seek

to ensure a continuation of an important goal of the Project which is, to the greatest extent possible (zero discharge is not possible), that City storm and surface drainage does not discharge onto the NCRR railroad corridor slopes upon completion of Project.

4. The City will furnish plans, specifications and related documents (and any supplemental ones) for review and approval of NCRR and NSR as they relate to the discharge of storm water and surface drainage onto the NCRR railroad corridor infrastructure. The City's work shall be performed per the approved plans, specifications and related documents (including any approved revisions).

5. The feasibility of constructing certain improvements and scope of improvements that could be constructed within the budget limits will be evaluated and determined during the preliminary design phase of both the City Project and the Railroad Project. The preliminary plans shall be reviewed and approved in the manner outlined in this Project Agreement by the City (City Project and NCRR Project only), NCRR and NSR prior to proceeding into final design and construction of the Project. It is understood during this preliminary design phase, the estimated cost of the work depicted in such preliminary plans for the City Project, NCRR Project or NSR Project may result in one or more the parties seeking to seek concurrence (as required under this Project Agreement) to modify or change the plans for the portion of the work for which a party is responsible under this Project Agreement if the cost to a particular party of such work is greater than expected. In such a case, if the parties are not able to agree on such modifications or changes, it is understood and agreed that this Project Agreement will be subject to possible termination by any one of the parties under Section XI of this Project Agreement.

B. Utilities

1. All City owned utilities currently located in the NCRR railroad corridor should have an existing utility occupancy agreement. The City shall make an application to NCRR for any City owned utility that is not subject of a current utility occupancy agreement.

2. In the event of utility conflicts with the City Project Work are discovered, the City shall be solely responsible for the cost of the relocation and adjustment of the utility, irrespective of any agreements the NSR or NCRR may have with the utility owners. The owner of any utility installation to be removed that is not the subject of an existing occupancy agreement with NCRR will be required to apply for and receive a temporary right-of-entry from NCRR and NSR to perform the removal. The owner of any utility that is not the subject of an occupancy agreement with NCRR that is to be adjusted or relocated will be required to make application and enter into an occupancy agreement with NCRR for the utility and to comply with NCRR rules, policies and standards including utility engineering review.

C. Plans and Specifications

1. NSR shall at NCRR expense design or cause to be designed all phases of the design for the NCRR Project. The NCRR Project plans and specifications, prepared subsequent to the execution of this Project Agreement by NSR and

NSR's consultant(s), will be submitted to the City and NCRR for review and approval prior to issuing construction drawings or solicitation of bids.

2. NSR shall at NSR expense design or cause to be designed all phases of the design for the NSR Project. The NSR Project plans and specifications, prepared subsequent to the execution of this Project Agreement by NSR and NSR's consultant(s), will be submitted to NCRR for review and approval prior to issuing construction drawings or solicitation of bids.

3. Plans for the purpose of the Railroad Project shall consist of engineering calculations and drawings needed to prepare the Design Plans, as prepared by NSR and/or its consultant(s) and as approved by the City (railroad slope improvement plans only) and NCRR.

4. Specifications for the Railroad Project will reflect those used by NSR on other similar projects on its railroad. These specifications, prepared by NSR, will be submitted to the City (railroad slope improvement specifications only) and NCRR for review and approval prior to issuing for construction. Additional specifications used by NSR for this Project may include:

   a. NSR's "Standard Specifications for Material and Construction" (Current version);

   b. American Railway Engineering and Maintenance-of-Way Association's (AREMA) recommended practices;

   c. North Carolina Department of Transportation's (NCDOT) standard plans and specifications;

   d. NCRR's specifications for utility occupancy and work on its right of way.

   The specifications will provide details of an exact statement of particulars prescribing materials, dimensions and workmanship to be used in constructing the Railroad Project.

5. Supplemental Plans and Specifications, if any, shall be submitted by NSR to the City (railroad slope improvement specifications only) and NCRR for its review and approval, and the City and NCRR and/or their consultant(s) shall promptly review and approve and/or provide comments on the Plans and Specifications to NSR.

6. During bid review and/or construction of the Railroad Project, if any changes in the Plans and Specifications are necessary, NSR and/or its consultant(s) shall promptly prepare and submit revised Plans and Specifications to NCRR and the City (railroad slope improvement specifications only) for its review and approval.

7. It is understood that the Plans and Specifications will provide that the Railroad Project will be built under traffic and that any required outages shall be kept to a minimum.

D. Permits

1. City shall have responsibility for obtaining permits as follows:

   a. City and/or its consultant(s) and contractor(s) shall be responsible for seeking all required environmental and/or planning documents for the City Project, including any environmental permits, and performing any necessary engineering studies and field surveys required in conjunction with obtaining those permits.

   b. NCRR and NSR shall reasonably provide assistance to City necessary with regards to securing the permits required for completion of the City Project.

2. NSR shall have responsibility for obtaining permits as follows:

   a. NSR and/or its consultant(s) and contractor(s) shall be responsible for seeking all required environmental and/or planning documents for the Railroad Project, including any environmental permits, and performing any necessary engineering studies and field surveys required in conjunction with obtaining those permits.

   b. NCRR and the City shall reasonably provide assistance to NSR as necessary with regards to securing the permits required for completion of the Railroad Project.

E. Solicitation for Competitive Bids for Construction Work:

NSR shall prepare bid packages and conduct the bidding process for construction work to be performed by a contractor(s) to be engaged by NSR. The following shall apply:

1. Except for that work which NSR will perform using its own forces, NSR shall prepare a bid package for the proposed Railroad Project work. The bid package shall be prepared to the standards of NSR and NCRR, and contain the Plans and Specifications as prepared by NSR and/or its consultant(s). NCRR shall promptly review and approve the bid documents prepared by NSR and/or provide reasonable comments on the documents to NSR.

2. Except for that work which NSR will perform using its own forces, NSR shall obtain bids for the Railroad Project construction work from a minimum of three (3) NSR-qualified and experienced contractors. It is agreed to by NSR, the City and NCRR that NSR shall only solicit bids from contractors with the expertise and capability to perform the work within track outages as stipulated by NSR in order to minimize annulment of, or delay to, freight trains and passenger trains.

3. NSR and NCRR shall jointly review contractors' bids prior to NSR awarding the construction contract and agree on the successful contractor. The minimum criteria for a successful bidder will be as follows:

   a. The successful bidder must be a Contractor licensed in North Carolina.

b. The successful bidder must have previous railroad construction experience, including experience performing railroad construction work under traffic.

c. The successful bidder must agree to abide by the schedule for construction established in the construction contract.

d. The successful bidder must agree to comply with track outages as stipulated by NSR.

e. While bid price shall not be the sole determining criteria for award, the successful bidder will be expected to have provided a competitive price for the contemplated construction work.

f. The successful bidder shall provide contract payment and performance bonds for the full value of the construction project or, in lieu thereof, shall tender letters of credit acceptable to each of the City, NCRR and NSR.

4. In the event that NSR modifies the Plans or Specifications during the bid review process described in Section II.B.5 of this Project Agreement, and NCRR agree with the modifications, NSR shall review the modifications with the successful bidder to determine if a change in bid price is justified.

5. In the event that NSR and NCRR fail to agree on a successful bidder, or if NSR and the successful bidder fail to agree on price changes described in Section II.E.4 of this Project Agreement, NSR shall re-bid the work.

After NCRR furnishes NSR written notice to proceed with construction, NSR shall enter into a construction contract, in a form similar to other NSR construction contracts, and which will reference the provisions of this Project Agreement, with the successful bidder.

F. Construction Management

1. NSR, at the Project's expense, shall be responsible for providing construction management services for the construction of the Railroad Project. NSR may elect to procure a consultant(s) with the prior approval of NCRR, such approval not to be unreasonably withheld.

2. NCRR, at NCRR's expense, shall have the right but not the duty to provide its representative to perform such items as construction observation, inspection, quality control, reviewing invoices, reviewing change requests, attending project meetings, or providing status reports to NCRR management as outlined in Section V of this Project Agreement. NCRR may elect to utilize a consultant(s).

3. The City, at the City's expense, shall have the right but not the duty to provide its representative to perform with respect to the NCRR Project such items as construction observation, inspection, quality control, reviewing invoices, reviewing change requests, attending project meetings, or providing status reports to City management as outlined in Section V of this Project Agreement. The City may elect to utilize a consultant(s). In no event shall City nor any City consultant enter on any land or right of way of NCRR without first having executed

NCRR/NSR's standard entry agreement ("ROE") for such purpose and provided all that may be required by such ROE.

G. Construction procedures shall be as follows:

1. A condition precedent to NSR being required to commence the actual field construction NCRR Project or the actual field construction NSR Project work shall be full completion by City of the City Project work and written notification to NSR and NCRR to that effect. NSR in its sole discretion may elect to commence such NCRR Project and/or NSR Project work before such City Project work is fully complete and NSR is otherwise allowed under this Project Agreement to proceed.

2. A condition precedent to NSR being required to commence the actual field construction NSR Project work shall be the full completion by NSR of the NCRR Project work. NSR in its sole discretion may elect to commence such NSR Project work before such NCRR Project work is fully complete and NSR is otherwise allowed under this Project Agreement to proceed.

3. Subject to the foregoing conditions, NSR shall commence the actual field construction of the Railroad Project after NCRR has given its written authorization for construction, the construction contract is signed with the successful bidder, and all applicable permits required for construction of the Railroad Project are obtained.

4. During construction, if any changes in the Plans and Specifications are necessary, NSR shall provide cost estimates for such changes and shall secure written approval from the City (NCRR Work only) and NCRR prior to the work, as described in Section II.C.4. of this Project Agreement.

5. All work in the construction of the Railroad Project shall be performed [i] in accordance with NSR standards and specifications, applicable to such work on its own railroad system, [ii] in accordance with the approved Plans and Specifications, [iii] in accordance with all applicable Federal and State regulations, and [iv] generally consistent with AREMA recommended practices.

6. NSR, by itself or through consultant(s) and contractor(s), shall provide all labor, purchased services, construction engineering, supervision and all equipment and materials necessary for the completion of the Railroad Project (including without limitation NSR's work under Section II.C of this Project Agreement) or NSR's review of the City's plans, specifications and related documents, and, except for that specifically done only for the NSR Project Work, all such work such be at NCRR's expense.

7. NCRR, at its expense, shall have the right but not the duty to inspect, sample or test, and approve or reject any materials or construction methods to be used during the construction of the Railroad Project provided that any rejection can only occur if the materials or construction methods are found not to meet the approved Plans and Specifications. NCRR's exercising of this right shall not unduly delay the Project.

8. Except for as provided in Section III.C of this Project Agreement, NSR's construction contract with the contractor shall provide that the contractor shall have the responsibility to coordinate its work with any third parties, including utility companies, and be liable to NCRR and NSR for any third party claims of interference or damages arising out of the acts or omissions of the contractor.

9. During construction of the Railroad Project, NSR and/or its consultant(s) will document as-built dimensions and revisions to the approved construction and shop drawings. Within three (3) months after completion of the Railroad Project, NSR and/or its consultant(s) will furnish NCRR an electronic copy of the CAD file, in PDF format, showing the as-built plans.

H. Work Schedule

1. NSR shall commence work on preparing and issuing a Request for Proposals for the design within ten (10) days of (i) the date of the execution of this Project Agreement.

2. Within thirty (30) days after the Notice to Proceed for the design of the Project, NSR or its Consultant shall prepare and furnish to NCRR a proposed schedule for the design and construction of the Project.

3. Within sixty (60) days after NSR's and NCRR's approval of the Plans and Specifications, NSR will confirm with NCRR a proposed schedule. NSR and/or its consultant will be responsible for furnishing the schedule for obtaining the necessary environmental permits for the work for inclusion into NSR's prepared schedule.

4. a. NSR shall commence the actual field construction on the NCRR Project within ninety (90) days of the later of (i) approval of the plans and specifications and (ii) receipt of the written notification by City that City has fully completed the City Project and NSR shall complete the NCRR Project within fifteen (15) months after the later of the date on which (i) NSR receives the written notification by City that City has fully completed the City Project (ii) all permits required for the construction of the NCRR Project are obtained and the construction contract(s) is signed with the successful bidder(s), and (iii) NCRR gives NSR written authorization to proceed with construction of the NCRR Project as provided in Section II.F.1 of this Project Agreement, provided, however, that if any NSR work hereunder is delayed due to any moratoria established by any applicable federal and/or state agency which relates to the NCRR Project, NSR's time for completion of its work hereunder shall be extended for a period equal to the time of such moratoria. In the event that the NCRR Project is delayed as a result of delay in obtaining a necessary permit, the arising of an unforeseen condition, the failure of NCRR to timely review revised Plans and Specifications or revised estimates of cost, or the failure of NCRR to acquire sufficient interest in any required real property, the construction schedule shall be revised and all parties hereto will agree on the revised schedule. Any failure to agree on the revised schedule shall be addressed by the Policy Planning Committee and

dispute resolution process set forth in the Master Agreement if the dispute is between NCRR and NSR.

b. NSR shall commence the actual field construction on the NSR Project within ninety (90) days of the later of (i) approval of the plans and specifications and (ii) NSR completion of the NCRR Project and NSR shall complete the NSR Project within fifteen (15) months after the later of the date on which (i) NSR completes the NCRR Project (ii) all permits required for the construction of the NSR Project are obtained and the construction contract(s) is signed with the successful bidder(s), and (iii) NCRR gives NSR written authorization to proceed with construction of the NSR Project as provided in Section II.F.1 of this Project Agreement, provided, however, that if any NSR work hereunder is delayed due to any moratoria established by any applicable federal and/or state agency which relates to the NSR Project, NSR's time for completion of its work hereunder shall be extended for a period equal to the time of such moratoria. In the event that the NSR Project is delayed as a result of delay in obtaining a necessary permit, the arising of an unforeseen condition, the failure of NCRR to timely review revised Plans and Specifications or revised estimates of cost, or the failure of NCRR to acquire sufficient interest in any required real property, the construction schedule shall be revised and all parties hereto will agree on the revised schedule. Any failure to agree on the revised schedule shall be addressed by the Policy Planning Committee and dispute resolution process set forth in the Master Agreement if the dispute is between NCRR and NSR.

III. PROPERTY

A. If any additional real property interests are needed in order to construct the Railroad Project, it will be the sole responsibility of NCRR to acquire such real property interests at NCRR's sole expense and the acquisition of a sufficient interest to such real property as may be needed will be a precondition to NSR's responsibility to commence NSR's work on any part of the Railroad Project.

B. If any additional real property interests are needed for the construction of the City's storm water and surface water drainage improvements, it will be the sole responsibility of the City to acquire such real property interests at the City's sole expense and the acquisition of a sufficient interest to such real property as may be needed.

C. If the Plans and Specifications identify encumbrances, including without limitation water lines, wire lines, pipe lines, parking lots and buildings, (together "Encumbrances") located on NCRR property that must be moved, relocated, adjusted or otherwise accommodated in order for construction of the Railroad Project, or if subsequent to the preparation of the Plans and Specifications but prior to NSR's commencement of the Railroad Project other Encumbrances are discovered, NCRR shall be solely responsible, at NCRR's sole expense, for seeking, obtaining and coordinating the said movement, relocation, adjustment or accommodation and this will be a precondition to NSR's responsibility to commence NSR's work on the Railroad Project. NSR agrees to cooperate in NCRR's efforts.

IV. REIMBURSEMENT

A. NCRR's Board of Directors has approved a budget not exceeding $3,000,000 for the NCRR Project.

B. The City has a budget not exceeding $1,500,000 for improvements to the storm water and surface drainage improvements.

C. The proposed funding for the Project is as follows:

1. The City will contribute up to $1,500,000 toward the planning, design and construction of the storm water and surface drainage improvements and associated work (the City Project). Except as provided in this Project Agreement, both NCRR and NSR have no responsibility for this work.

2. NCRR will contribute up to $3,000,000 toward the cost of the NCRR Project. These funds may be applied to the engineering design and construction of the NCRR Project and associated work. Except as provided in this Project Agreement, both the City and NSR have no responsibility for funding this work.

3. NSR will fund the improvements to the railroad roadbed drainage ditch improvements and associated work (NSR Project). Except as provided in this Project Agreement, both NCRR and the City have no responsibility for this work.

D. As part of the design, NSR, or NSR's Consultant, will prepare an updated estimated cost for the NCRR Project which will be submitted to NCRR for review and approval. If upon completion of the design estimate, it is determined that the cost of the NCRR Project will exceed the NCRR budget, NSR shall inform NCRR in writing with explanation of increase. If the estimated cost exceeds the total funding in IV.C a revised funding agreement will be prepared and submitted for approval to NSR and NCRR. NSR shall not proceed with the bid process until NSR and NCRR agrees in writing on the increase for the NCRR Project. This paragraph is also subject to the provisions of Sections II.A.5 and XI of this Project Agreement with respect to potential termination of this Project Agreement.

E. Upon selection of the successful bidder for the NCRR Project, NSR will prepare an updated estimate of cost for NSR to complete the work (the proposed NCRR Project budget). If upon completion of the design estimate, NSR determines the cost of the NCRR Project will exceed the preliminary estimate, NSR shall inform NCRR in writing with explanation of increase. NSR shall not issue notice to proceed for the NCRR Project until NCRR agrees in writing on the increase for that project.

F. Regardless of the provisions of this Project Agreement (including without limitation Section IV.C.2 of this Project Agreement), NCRR shall reimburse or arrange for reimbursement to NSR for the actual, documented cost of the design and construction of the NCRR Project and NSR review of the plans, specifications and related documents for the City Project. In addition, NCRR shall reimburse or arrange for reimbursement to NSR of NSR's administrative fees and additives.

G. Except for those items described in Section III of this Project Agreement (i.e., property and encumbrances) which under Section III are solely the responsibility of the City, and

except for costs associated with the City Project, and except for costs clearly only associated with the NSR Project, NCRR shall be responsible for one hundred percent (100%) of the actual, documented costs associated with the NCRR Project, including the cost for NSR and NSR's consultant(s) to prepare the Design Plans and NSR's administrative fees and additives.

H. If during the course of the construction work unanticipated conditions arise which affect the cost of the work, the following shall apply:

1. If unanticipated conditions arise prior to the construction of the Project, NSR shall notify NCRR in writing of the condition and the estimated cost to remedy the condition. NCRR shall furnish to NSR written approval to commence the remedy. If NCRR fails to approve the cost of remedy of a condition within 14 days of receipt of the notice, work on the NCRR Project shall not begin until agreement is reached. NCRR shall reimburse NSR for the cost, if any, claimed and reasonably documented by the contractor associated with delay to the contractor's work on the Project. If the Project is terminated as a result of the condition, then the provisions of Section XI of this Project Agreement shall also apply.

2. If unanticipated conditions arise during the course of the construction work, NSR shall notify NCRR in writing of the condition and the estimated cost to remedy the condition. NCRR shall furnish to NSR written approval to commence the remedy. If NCRR fails to approve the cost of remedy of a condition within 14 days of receipt of the notice, work on the NCRR Project shall cease until agreement is reached. NCRR shall reimburse NSR for the cost, if any, claimed and reasonably documented by the contractor associated with delay to the contractor's work on the Project. If the NCRR Project is terminated as a result of the condition, then the provisions of Section XI of this Project Agreement shall also apply.

I. Reimbursement shall be pursuant to the following procedures:

1. NSR shall submit invoices for progress payments and a final payment to the NCRR at intervals no more frequently than thirty (30) days with the reimbursement amounts based on the actual costs of work completed. Supporting documentation for invoices shall be in the form described in Section IV.D.3. of this Project Agreement.

2. NSR shall submit all invoices not previously submitted, together with the supporting documentation as required by Section IV.D.3. of this Project Agreement, for the Project within one hundred eighty (180) days after completion and acceptance of the work by the NCRR and the City.

3. NSR shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Project Agreement. NSR shall make such materials available at its office at all reasonable times during the construction period, and for three (3) years from the date of final payment for the Project under this Project Agreement, for inspection and audit by NCRR at reasonable times during normal working hours at the location where such records are normally maintained by NSR.

4. NCRR agrees to reimburse NSR upon each invoice rendered within thirty (30)

days of NCRR's receipt of a written invoice.

V. STATUS MEETINGS AND INSPECTIONS AND PROJECT COMPLETION

A. NCRR, the City and NSR shall meet periodically at the request of either party during the life of the Project to discuss the Project's status. Meetings shall be held on mutually acceptable dates at mutually acceptable locations. It shall be acceptable for attendance at meetings to occur telephonically.

B. NCRR, the City and NSR shall arrange for inspections of work on the Project as jointly deemed necessary by the parties.

D. Upon substantial completion and prior to final delivery of the Project and final payment by the NCRR to NSR for the construction of the NCRR Project, NCRR, the City (City Project and NCRR Project only) and NSR shall perform a project close-out that will provide the parties an opportunity to assure the Project has been constructed as described under Section II.B of this Project Agreement. The project close out shall consist of a joint final inspection with NSR's Construction Manager and NCRR's and the City's representatives. The final inspection will produce a mutually acceptable final inspection correction list. NSR, as Construction Manager, will correct or cause to be corrected the items (if any) in the final inspection correction list.

E. Upon completion of the items (if any) on the final inspection list, NSR will distribute the list to NCRR and the City as notification the Project has achieved Final Field Acceptance. Upon issuing the Final Field Acceptance, NSR will furnish to NCRR records as noted in Section A.9. of the Capital Agreement and furnish to NCRR the as-built plans as noted in Section II.F.7. of this Project Agreement. Upon the delivery to NCRR of the documents in this section, the Project will be accepted by the parties as complete.

E. NSR will issue the final invoice in accordance with Section IV.I.2. of this Project Agreement. The final invoice and payment shall serve as final acceptance of this Project by the parties.

VI. SALVAGE

A. The scrap value of salvaged running rail and other salvaged steel materials removed from the Project will be returned to the NCRR Project as a credit.

B. NSR's contractor(s) shall retain all other salvaged scrap materials generated as a result of the Project. Scrap materials are to be removed from NCRR's right of way and disposed of in accordance with applicable local, state and federal laws and regulations.

VII. MAINTENANCE/OWNERSHIP

The infrastructure constructed by NSR for the NSR Project after completion of the Project shall owned by NCRR and shall be maintained by NSR in accordance with Section 8 of the Master Agreement, except that the NSR Project shall not be deemed an upgrade for purposes of Section 8(e) of the Master Agreement. The slope improvements and any other improvements made by this Project, shall be owned and maintained by NCRR.

VIII. INDEMNIFICATION/INSURANCE

1. NSR agrees to and does hereby indemnify and hold NCRR and the City harmless from and against any and all loss, cost, claim, liability or expense (including but not limited to attorney's fees) resulting from the loss of life of or personal injury to any person or the loss of or damage to any property occurring during the construction phase of the Railroad Project which arises from the construction activities of NSR or its contractor(s), except to the extent that such loss of life, personal injury or property loss or damage is caused by the negligence of NCRR or the City.

2. To the extent allowed by law, the City agrees to and does hereby indemnify and hold NCRR and NSR harmless from and against any and all loss, cost, claim, liability or expense (including but not limited to attorney's fees) resulting from the loss of life of or personal injury to any person or the loss of or damage to any property occurring during the construction phase of the Railroad Project which arises from the construction activities of the City or its contractor(s), except to the extent that such loss of life, personal injury or property loss or damage is caused by the negligence of NCRR or NSR. City also agrees City and its Prime Contractor shall be required to provide to NCRR and NSR such insurance as is listed on Exhibit A, attached hereto and made a part hereof.

IX. MERGER

Except for the Master Agreement, the Capital Agreement and this Project Agreement constitute a final expression of all the terms agreed upon and are a complete and exclusive statement of those terms, superseding all other prior understandings and agreements, both written and oral, between the parties with respect to the Project. The Capital Agreement and this Project Agreement may be supplemented, amended or modified at any time and in any and all respects only by an instrument in writing executed by NSR and NCRR.

X. ASSIGNMENT

This Project Agreement may not be assigned by any of the parties without the written consent of the remaining two parties, which consent shall not be unreasonably withheld.

XI. TERMINATION.

NCRR, NSR and City shall have the right to abandon the Project at any time prior to the time NSR has been authorized to begin construction work on the Railroad Project. Termination of NSR's, NCRR's or City's participation must be effected by written notice to other two parties a minimum of thirty (30) days prior to the termination date. Furthermore, failure on part of NSR, NCRR or City to comply substantially with any of the material provisions of this Project

Agreement prior NSR's commencement of the Railroad Work will be grounds for NSR, NCRR or City (as the case may be) to withdraw participation in the project. However, should NSR, NCRR or City timely withdraw its participation under any provision of this Project Agreement, NCRR shall reimburse NSR, within ninety (90) days of receipt of an invoice, the actual cost of the work performed by NSR (except for that work which under this Project Agreement is to be performed by NSR at NSR's expense), including any costs or penalties associated with early termination of the construction contract.

XII. FORCE MAJEURE

NSR, NCRR and City agree to pursue the completion of the work for the Project covered by this Project Agreement as expeditiously as possible and to complete said work in accordance with the requirements of the Project Agreement. If City or NSR are unable to complete their portion of the work for the Project specified in this Project Agreement due to a condition of *force majeure* or other conditions beyond the reasonable control of NSR or City (as the case may be), then NSR or City (as the case may be) will diligently pursue completion of the Project once said condition or conditions are no longer in effect.

XIII. MISCELLANEOUS

A. Governing Law. This Project 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. 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.

C. 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.

D. Iran Divestment. Each of NSR, NCRR and City hereby certifies that, as of the date of this Agreement, neither it nor any of its contractors who have been selected to perform work under this Agreement are on the Final Divestment List as created by the State Treasurer pursuant to N. C. Gen. Stat. § 147-86.58. In compliance with the requirements of the Iran Divestment Act, N.C. Gen. Stat. § 147-86.55, et seq., each of NSR, NCRR and city covenants that it shall not enter into a contract with a subcontractor to perform work under this Agreement if such subcontractor is at that time identified on the Final Divestment List

IN WITNESS WHEREOF, this Project Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the City of High Point, NCRR and NS by authority duly given.

Witness: NORFOLK SOUTHERN RAILWAY COMPANY

By: _____ By: _____

Title: _____ Title:_____

Federal Tax Identification Number: 56-6002016
Norfolk Southern Railway Company

Remittance Address:
Norfolk Southern Railway Company
c/o Norfolk Southern Corporation
Miscellaneous Billing1200 Peachtree Street NE, Box 34
Atlanta, GA. 30309

Witness: NORTH CAROLINA RAILROAD COMPANY

By: _____ By: _____

Title: _____ President

Federal Tax Identification Number 56-6003280
North Carolina Railroad Company

Remittance Address:
North Carolina Railroad Company
2809 Highwoods Boulevard
Raleigh, NC 27604-1640
Attn: Dan Halloran, CFO

CITY OF HIGH POINT, NORTH CAROLINA
The City

P O Box 230, High Point, NC 27261
Address

_____
Lisa Vierling, City Clerk

By:_____

_____, *Assistant City Manager*

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

CITY OF HIGH POINT
AGENDA ITEM

Title: **Ordinance to Demolish – 616 Wesley Drive**

From: Michael McNair, Director
Community Development & Housing

Meeting Date: June20, 2016

Public Hearing: No

Advertising Date:

Advertised By:

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

PURPOSE:
A request by Community Development and Housing – Local Codes Section to adopt an ordinance ordering the inspector to demolish the dwelling at 616 Wesley Drive.

BACKGROUND:
After a Complaint and Notice of Hearing was issued and a hearing held, an Order to Repair or Demolish was issued on April 4, 2015. No action occurred by the compliance date of July 14, 2015. The necessary repairs to the dwelling exceed its current tax value and the demolition is warranted.

The property has remained vacant since the expiration date of the Order to Repair or Demolish Notice,July 15, 2015 and the owner notified is still on record as the current owner.

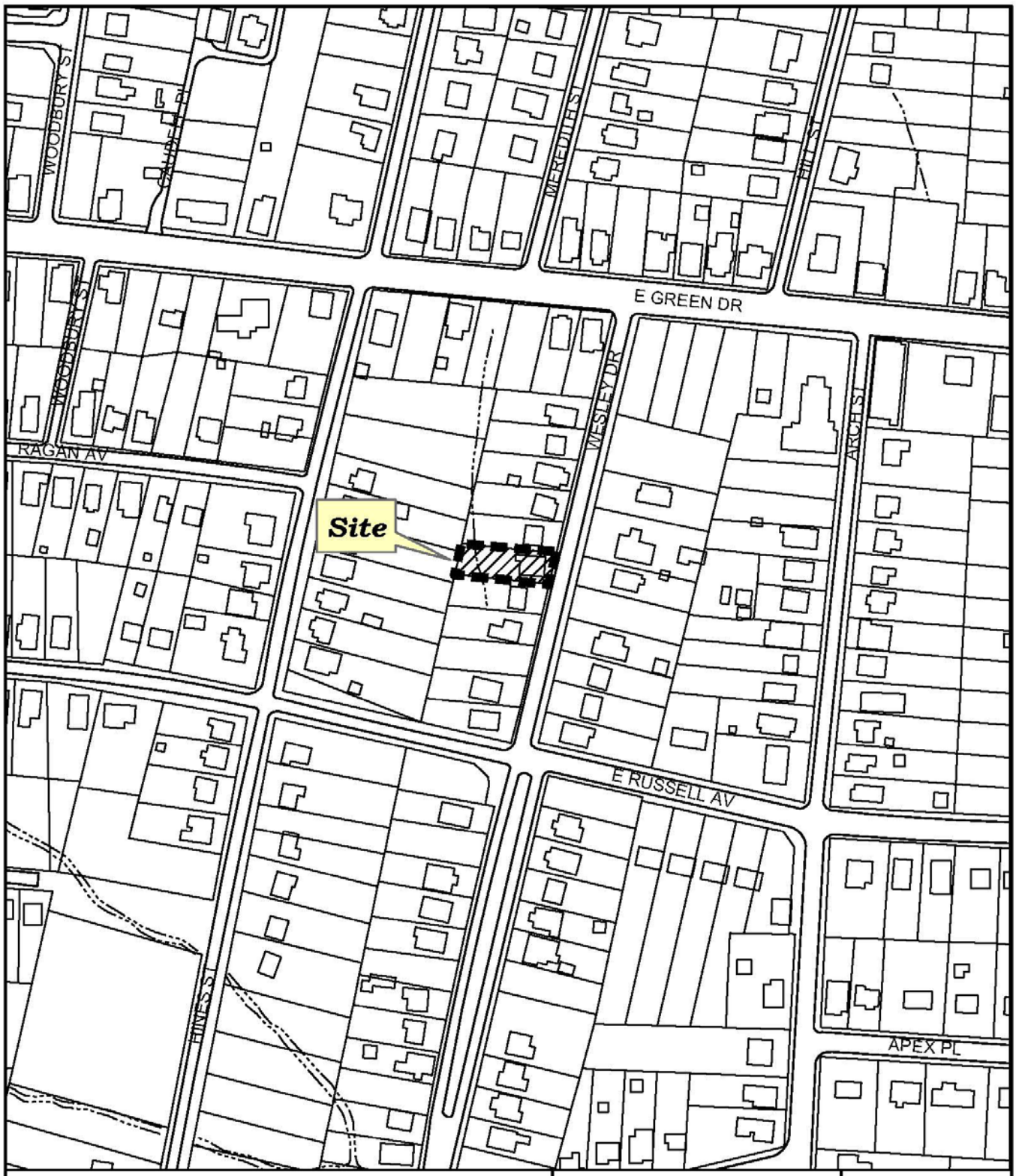
BUDGET IMPACT:
Funds are available in the Department budget for the demolition and asbestos testing of the structure(s), and for the asbestos removal if present.

RECOMMENDATION / ACTION REQUESTED:
Staff recommends the adoption of the requested ordinance to demolish this single family dwelling and the accessory structure based upon the enclosed staff report.

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

DEPARTMENT OF PLANNING AND DEVELOPMENT
INSPECTION SERVICES
HOUSING ENFORCEMENT DIVISION

ORDINANCE REQUEST:	Ordinance to Demolish
PROPERTY ADDRESS:	616 Wesley Drive
OWNER:	Phonepaseuth Bouaphanh AKA Seth Silharath
FIRST INSPECTION: 3-20-2015	Summary of Major Violations 1. Broken interior wall/partition studs 2. Fire damage throughout the house (roof sheathing, rafters, floor joists, wall studs) 3. Repair or replace deck 4. Heating system needs to be checked by licensed contractor 5. Plumbing system needs to be checked by licensed contractor
HEARING: 4-14-2015	The owner did appear for the Hearing. He expressed intent to repair the property. The Hearing Officer explained the permit process and they need to submit plans for permits. During the Hearing the following Findings of Facts were established, there is numerous violations of the Minimum Housing Code and there are multiple structural violations in the house that make it unsafe. This request includes any accessory structure that may be located on the property. In its present state, necessary repairs to the dwelling exceed 50% of the value of the structure. The Guilford County Tax value of the dwelling is $30,400.00.
ORDER(S) ISSUED: 4-14-2015	Order to Repair or Demolish Date of Compliance 7-14-2015
APPEALS:	No appeals to date.
OWNER ACTIONS:	There have not been any permits issued or repairs completed.
EXTENSIONS:	None Requested



616 Wesley Drive

Ordinance to Demolish

Location of subject property

Planning and Development Department

City of High Point

Date: June 9, 2016

N

Scale: 1'=200'

y:/ba-pz/inspections/ord-demo.mxd

616 Wesley Drive
Exterior Pictures taken 6-8-16

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

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

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

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

PROPERTY LOCATION	OWNER (S)
616 Wesley Drive	Phonepaseuth Bouaphanh AKA Seth Siharath 616 Wesley Drive 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 20th day of June, 2016

Lisa B. Vierling, City Clerk

CITY OF HIGH POINT
AGENDA ITEM

Title: Budget Amendment for Market Authority

From: Eric Olmedo, Budget Director

Public Hearing: N/A

Attachments: Budget ordinance

Meeting Date: June 20, 2016
Advertising Date: N/A
Advertised By: N/A

PURPOSE:
A budget amendment is needed to recognize additional Occupancy Tax and Showroom Tax revenue and Business License that has been received above the budgeted amount.

BACKGROUND:
The approved budget includes estimates for Occupancy Tax collections and Showroom Tax collections in the Market Authority Fund. The FY 2015-2016 budget estimated $315,000 for occupancy tax collections and $1,600,000 for showroom tax collections. It appears collections for both these will exceed the estimate budget by $30,000 in privilege licenses and $55,000 in occupancy taxes, for a total increase of $85,000.

BUDGET IMPACT:
These funds are passed through the budget to the Market Authority. The revenue budget needs to be increased by $85,000 to recognize the additional revenue, and the expenditure budget will be increased by $85,000 to enable the funds to be transferred to the Market Authority.
.

RECOMMENDATION / ACTION REQUESTED:
The Budget Department recommends and asks the Council to approve the budget amendment.

"AN ORDINANCE AMENDING THE 2015-2016 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
FOR THE HIGH POINT MARKET AUTHORITY

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

Section 1. The revenues received for the Market Authority for occupancy tax and showroom licenses will exceed the adopted budget by an estimated $85,000.

Section 2. The following additional revenues that are available to the City of High Point include:

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

Market Authority Occupancy Taxes	$ 55,000
Market Authority Business Licenses	$ 30,000

(B) That the following Market Authority Fund expenditure budget be amended as follows:

Market Authority Expenditures	$ 85,000

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

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

Adopted June 20, 2016

GUILFORD COUNTY CONTRACT NO. 42120-03/11-173, AMENDMENT 1
CITY OF HIGH POINT

NORTH CAROLINA

GUILFORD COUNTY

INTERLOCAL AGREEMENT ON PUBLIC LIBRARIES
AMENDMENT NO. 1

This is an interlocal cooperation agreement (hereinafter called the "Interlocal Agreement") made this the 1st day of July, 2016, by and between City of High Point, a municipal corporation in the State of North Carolina (hereinafter called the "CITY,") and Guilford County, North Carolina, a body politic and corporate (hereinafter called the "COUNTY."), and also collectively referred to as the "Parties."

WITNESSETH

THAT WHEREAS, on May 15, 1997, the City of High Point and Guilford County entered into a Contract, whereby the COUNTY agreed to provide certain funds to the CITY to carry out the programs and activities of its Libraries for the benefit of all citizens of Guilford County, regardless of whether the citizens live inside or outside the City of High Point; and

WHEREAS, the CITY and COUNTY determined that it was in the public benefit and interest to terminate the agreement of May 15, 1997 and entered into a new Interlocal Agreement on July 12, 2011, to provide for the operation and support of a Public Library system in the City of High Point for the benefit of all citizens of Guilford County; and

WHEREAS, the North Carolina General Statutes in Chapter 160A, Article 20, provide that units of local government may enter into agreements in order to execute an undertaking providing for the continual exercise by one unit of any power, function or right; and

WHEREAS, the CITY and the COUNTY desire to enter into an amendment of its current contract with Guilford County dated July 12, 2011, and identified as Contract No. 42120-03/11-173; and

WHEREAS, this the CITY and the COUNTY agree that the Interlocal Agreement, as amended, shall continue for five, (5) years, from July 1, 2016 to June 30, 2021, unless terminated pursuant to the terms herein; and

WHEREAS, the governing bodies of the CITY and COUNTY have ratified this Interlocal Agreement, as amended, by resolutions being recorded in their respective minutes; and

THEREFORE, in consideration of the mutual covenants, terms and conditions contained in this Interlocal Agreement, as amended, herein accruing to the benefit of each of the respective parties hereto and other good and valuable consideration, receipt and sufficiency of which is acknowledged by the

CITY and the COUNTY, the parties agree as follows:

1. High Point Public Library System. The CITY, pursuant to the authority granted in G.S. 153A-261, et. seq., and in compliance with all applicable laws, shall continue to operate and support a public library system for the benefit of all citizens of Guilford County. This public library system shall be entitled the High Point Public Library System. It shall be operated and controlled in all aspects exclusively by the CITY as the CITY deems to be in the public interest and benefit.

2. Term of Agreement. This Interlocal Agreement, as amended, shall continue for five (5) years, from July 1, 2016 to June 30, 2021, unless terminated pursuant to the terms herein.

3. Annual Payment to CITY. The COUNTY shall pay to the CITY the sum of **$359,960** for the first fiscal year of this Interlocal Agreement.

The annual fee thereafter for the next four fiscal years may be calculated based on the County's per capita formula or other formula, agreed upon by the Parties. The annual fee thereafter for the next four fiscal years shall be calculated based upon a formula to be prepared jointly by the County and City staff for review and approval by the Guilford County Board of Commissioners and High Point City Council, such formula to be effective beginning with the FY 2017-2018 fiscal year and thereafter. The recommended formula will be developed by staff for elected body review no later than December 1, 2016.

4. Appropriation of Funds. It is the Parties' desire that, during the term of this Contract, it be an ongoing Contract, continuing from year to year (crossing the County's fiscal years) without the necessity of re-execution, subject to continued appropriation by the GUILFORD COUNTY Board of Commissioners or other funding source, pursuant to N.C.G.S. Chapter §153A-13.

5. "Clawback" for Non-Performance or Violation. If the CITY fails to perform its obligations under this Agreement, or if the CITY shall violate any of the provisions of this Agreement, the COUNTY shall have the right to terminate this Agreement by giving written notice to the CITY of such termination at least thirty (30) days before the effective date of such termination. In such event, all unexpended funds at the time of such termination shall be promptly repaid to the COUNTY. Furthermore, the COUNTY reserves the right to require CITY to repay funds expended in violation of the terms and conditions of this Agreement.

6. Termination. This Interlocal Agreement may be terminated by either party by providing twelve months notice prior to the start of the next fiscal year.

7. Notice. Notice under this Interlocal Agreement shall be deemed sufficient upon the mailing to the parties by certified or registered mail at the following locations:

Guilford County	City of High Point
County Manager	City Manager
P.O. Box 3427	P.O. Box 230
Greensboro, NC 27402	High Point, NC 27260

8. Maintenance of Records. The CITY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices, and procedures. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.

9. Audit. The CITY shall have an annual audit of its financial records and operations performed by an independent certified public accountant with a copy of the current audit and current management letter being submitted to the Guilford County Internal Audit Office within six (6) months of the CITY'S fiscal year end. A copy of the financial records and operations of the CITY shall be provided at the COUNTY'S discretion. The COUNTY shall be entitled to audit the financial records and operations of the CITY, and the CITY shall provide the COUNTY'S Internal and External Auditors, during regular business hours, access to the High Point Public Library system's books and records.

10. Indemnification. As a condition of receiving funds from the COUNTY, the CITY agrees to fully indemnify and hold harmless GUILFORD COUNTY, its officers, agents, and employees from and against any and all claims, demands, payments, suits, actions, costs, recoveries, and judgments of every kind and description brought out of or occurring in connection with, directly or indirectly, activities funded in part or in whole with funds made available under this Agreement.

11. The COUNTY is in no way responsible for the administration and supervision of the CITY'S officers, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.

12. Amendment. This Interlocal Agreement may only be amended by written amendments mutually agreed upon and executed by and between the COUNTY and the CITY.

13. Entire Agreement. This Contract, including the Exhibits and/or Attachments, if any, sets forth the entire Agreement between the Parties regarding the matters set forth herein. All prior conversations or writings between the Parties hereto or their representatives are hereby merged within and extinguished. This Contract shall not be modified except by a Contract Amendment or separate Agreement subscribed to by both Parties.

14. Jurisdiction. This Contract is subject to the jurisdiction and laws of the State of North Carolina.

15. In accordance with N.C.G.S. §143C-6A-5 and other applicable sections of N.C.G.S. §143C-6A regarding the Iran Divestment Act of 2015, each Party hereby certifies that it is not identified on the

State Treasurer's list of persons which the Treasurer has determined engage in investment activities in Iran, including any subcontractors of either Party.

IN WITNESS THEREOF, the parties have executed this Interlocal Agreement, as amended, in their respective names and titles, by their proper officials, all by the authority of appropriate resolutions of the governing bodies of each of the taxing units, duly adopted, as of the day and year first written above.

ATTEST:

By: _____
Clerk to Board

GUILFORD COUNTY

By: _____ 6-20-16
County Manager

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

H. Reid Baker III 6/17/16

By: _____
County Finance Director

ATTEST:

By: _____
City Clerk

THE CITY OF HIGH POINT

By: _____
City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.

By: _____
City Attorney

RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HIGH POINT AND GUILFORD COUNTY FOR THE PROVISION OF PUBLIC LIBRARY SERVICES

BE IT RESOLVED by the High Point City Council that the attached Interlocal Agreement between the CITY OF HIGH POINT and GUILFORD COUNTY for the provision of public library services, is hereby ratified as required by N.C.G.S. 160A, Article 20.

BE IT FURTHER RESOLVED that the Mayor and the City Clerk are hereby authorized to execute the said agreement, on behalf of the City of High Point, subject to a pre-audit certificate thereon by the City Finance Director, and approval as to form by the City Attorney.

BE IT FURTHER RESOLVED that this resolution ratifying interlocal cooperation between the City of High Point and Guilford County is hereby spread upon the minutes of the High Point City Council.

Adopted by the High Point City Council, this the 20th day of June, 2016.

William S. Bencini, Jr., Mayor

ATTEST:

Lisa B. Vierling
High Point City Clerk

[SEAL]

MANAGER'S BRIEFING SESSION
HIGH POINT MUNICIPAL BUILDING
JUNE 6, 2016 – 4:00 P.M.
3RD FLOOR LOBBY CONFERENCE ROOM

MEETING MINUTES

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

Staff Present:
Greg Demko, City Manager; Randy McCaslin, Deputy City Manager; Randy Hemann, Assistant City Manager; Eric Olmedo, Budget and Performance Manager; Rosyln McNeil, Budget Analyst; Jeron Hollis, Communications & Public Engagement Director; Lee Burnette, Director of Planning and Development; Lee Tillery, Parks & Recreation Director; Bill Frazier, Laboratory Manager; Wendell Pickett, Water Plant Superintendent; Robby Stone, Public Services Assistant Director; Terry Houk, Director of Public Services; Loren Hill, Economic Development Director; and Maria Smith, Deputy City Clerk

Others Present:
Trevor Clements & Kimberly Brewer, Tetra Tech; Tammy Nagem, High Point Market Authority; and Melody Burnett, High Point Convention & Visitors Bureau

News Media:
Pat Kimbrough, High Point Enterprise

Handouts:

- *Water Shortage Response Plan*
- *Buffer Management Recommendations – Executive Summary*
- *Water Supply Watershed Protection Plan Update – Buffer Management Recommendations*

Note: These handouts will be incorporated and attached as a permanent part of these proceedings.

Presentation on Water Shortage Response Plan
Mr. Houk explained that he would have two presentations:
(1) Water Shortage Response Plan
(2) Watershed Update Plan (will be taken to the public after Council approval)

DRAFT

He introduced the people that helped assemble these two plans: Mr. Clements, Tetra Tech; Kimberly Brewer, Tetra Tech; Lee Tillery, Parks & Recreation Director; Wendell Pickett, Water Plant Superintendent; and Bill Frazier, Laboratory Manager.

He advised that these plans protect the natural resources particularly the water supply and water distribution system. He reported at the time this was started in 2011-2012, it was through the Department of Environmental and Natural Resources, but it is now the Department of Environmental Quality. After review of the drafts, DEQ approved the Water Shortage Response Plan in 2013, which was supposed to come to Council in 2013 for review and ultimately a 30-day comment period. He advised that due to some changes and restructuring within the Public Services Department and because of the restructuring and the ice storm that occurred during that time, this got lost and was not done. He explained during the ice storm it became apparent that the Watershed Plan needed to be reevaluated and at that time Tetra Tech to assist with an update. Another lesson learned was that you cannot do a watershed plan update, approval or adoption until a Water Shortage Response Plan is adopted and/or approved by Council.

Mr. Houk noted the second presentation would be conducted by Trevor Clements, with Tetra Tech, a renowned environmental engineering firm.

Mr. Houk then reviewed the Water Shortage Plan. He explained that a Water Shortage Response Plan is a requirement of the local Water Shortage Supply Plan that defines different phases of water shortage and the appropriate response to each phases. All local governments that supply water to 1,000 or more connections or serving more than 3,000 people in North Carolina, which is required by statute. It is necessary because it establishes a contingency plan to maintain the water supply and looks at current and future water supply demands and allows local control at the lowest level. .

Mr. Houk reviewed the five levels of the Water Shortage Supply Plan:

Stage 1. Voluntary Restrictions
Stage 2. Mandatory Restrictions I
Stage 3. Mandatory Restrictions II
Stage 4. Emergency Reductions
Stage 5. Water Rationing

He recalled that the city was under Mandatory Restrictions one time and that was for six hours. He noted the stages are based on usable storage available in Oak Hollow Lake and Arnold Koonce (basically a combined total of the lakes).

He proceeded to review the following stages:

Stage	Usable Storage (Capacity)
1	80% (voluntary)
2	70% (mandatory)
3	60% (mandatory)
4	50% (mandatory)
5	40% (mandatory)

He noted that the usable capacity is the point in which the intakes can still draw water into the system and reminded Council that High Point is very versatile with a wide, large watershed and does not take a lot of water to keep our lakes operating. He reviewed stage 2 which is mandatory (70% total capacity); Stage 3 (60% capacity); Stage 4 (50% capacity); and Stage 5 is critical with 40% total volume. Mr. Houk shared that this does not take into account the water we can get from Piedmont Triad Regional Water Authority. Currently the city can get 2.28 million, with the capability of the line pumping 3.2 million.

Council Member Alexander asked how mandatory minimum releases factor into this. Mr. Houk deferred the question to Bill Frazier. Mr. Frazier replied that the city does not have any minimum release factors. He shared when Arnold Koonce Lake gets low, they release water from Oak Hollow into that lake to keep the water quality up. Mr. Houk added that we also try to keep it 18 inches down from the dam. He pointed out ultimately High Point's watershed is good where there are no issues, but we are required to do this as part of the local Water Management Plan.

Mr. Houk reviewed the various Stages:

- **Stage 1** – Voluntarily reductions, all water users are required to reduce by 5 percent. They would give you suggestions such as: wash your clothes in the washing machine with a full load or dish washer, or do not water the lawn (voluntary).
- **Stage 2** – (70% capacity) Expected to reduce water by 10 percent in comparison to the previous month's bill and encourage voluntary reductions. Some of the restrictions are: only allowed to irrigate at night between 8 p.m. – 8 a.m. during the week and only available to half inch per week. Outdoor use of drinking water for washing on impervious surfaces is prohibited. All testing and training purposes requiring drinking water (i.e. fire department training) would be limited.
- **Stage 3** – (more serious) Mandatory reductions, Part 2. Continue to reduce actions with all previous requirements and further reduce water use by 20 percent compared to the previous month's water bill. All non-essential uses of drinking water are banned and garden and landscape irrigation must be reduced to a minimum amount necessary for survival. Additionally, in Stage 3 they will do a drought surcharge 1.5 times the normal rate to encourage conservation and reduction.
- **Stage 4** – Emergency reductions. Must continue to follow the reductions in the previous phases. Reduce water by another 25 percent. A ban of all use of drinking water except to protect public health, safety and drought surcharges to be increased to two times the normal limit.

Mr. Houk reviewed the water rationing below:

Water Shortage Level	First Violation	Second Violation	Third Violation
Voluntary Reductions	N/A	N/A	**N/A**
Mandatory Reductions (Stages 2 and 3)	Warning	$250	**Discontinuation of Service**
Emergency Reductions	$250	Discontinuation of Service	**Discontinuation of Service**
Water Rationing	**$500**	**Discontinuation of Service**	**Discontinuation of Service**

At this stage, the city is at 40% of total capacity and only providing drinking water to protect the public health. All customers are permitted to water at a minimum required for public health protection only with firefighting being the only allowable outdoor water use activity. At this stage a drought surcharge is five times the normal rate due to the critical nature of it. Enforcement is handled by Public Services with assistance from the Police Department. He advised that mechanisms are in place where they can look at variances based on requirements for certain individuals and/or companies. He further explained that each time the water level rises up, the stages will change and requirements also change. The long term aspect might have to be viewed to make sure it is where it should be.

Public Services is recommending moving forward with Council's approval to the 30-day comment period to see what the results are, then address the comments as they come in. He then advised that we may have to come back to Council to discuss the comments and changes to the Water Shortage Response Plan would have to be resubmitted for

Mr. Demko reiterated the drought conditions were in a mandatory condition only time for six hours in the last 25 years and this was based on staff's recollection.

Council Member Alexander mentioned that the city has 24 million gallons a day of output at the Ward Water Plant and another 2 million and asked why the city was not encouraging water consumption/irrigation. Mr. Houk replied that irrigation is a small component of the overall revenue was not sure there would be a big increase in the consumption. Council Member Alexander commented in the commodity business, the lower the consumption the higher O & M costs and higher capital costs per unit. He felt the city needs to find industries that need water because of the volume that the city has available.

Council Member Alexander commented that customers that already have irrigation systems question why they have to pay 1 ½ times the rate because it is not going in the sewer and they have already had to pay for a tap. Mr. Houk explained his argument that the water is not coming back through the sewer system and they are paying the full price of the total treatment process, but it is a Council decision. Council Member Alexander questioned why the city is charging premium rates to water their lawns. He reiterated that since water is such a commodity, the more units the city can sell could result in lowering costs to the customers.

Mr. Demko suggested putting the Water Shortage Response Plan out for a 30-day review, get comments back and revisit with Council since it should have been done back in 2013.

Presentation on a Revised Watershed Management Plan for City Lake and Oak Hollow Lake

Trevor Clements, Tetra Tech, noted they would be looking at updating the city's existing Watershed Plan and reviewed the reasons for the update. He shared that when staff contacted him, they expressed concerns about the following:

1) The original plan was developed back in the 1980s. He pointed out that several portions of the plan have now been superseded by other things that the City had done with policies and watershed ordinance updates. The State is recognizing the existing plan and making the assumption that it is being implemented as it stands for water supply protection, but there are certain portions of it that are not applicable presently so it would have to be brought up to the level where it would be in compliance with the State's requirements.

2) There were some things within the operations of the city's various departments that needed clarification, particularly on the side of enforcement of some of the requirements that are in the Tier 1 protection zones.

Tetra Tech was asked to help look at what would be an appropriate level of recommendations. The staff wanted Mr. Clements to convey the importance of having a source water protection program.

Mr. Clements shared a photo of the supply on Mountain Island Lake in Charlotte. He explained there are a lot of different things that could be problematic which could be detrimental from a treatment. He pointed out once sediment begins to settle, the nutrients are carried in with the sediment are taken up by a particular algae called blue/green algae which can have toxins.

He noted that the City of High Point has had a Watershed Protection Plan since the 1980s with certain components of that plan being very effective. In an effort to keep the plan updated and protect the water supply, the city's staff is working on a two-phase process.

- **Phase 1 -** Focus on clarification: What in the water supply protection zone is needed to make sure it meets the requirements and is enforceable.
    - Adopted ordinances and compliance with State water supply protection
    - Dark green is Tier 1, Critical / City-owned conservation land (no development allowed); city owned land in park zones (uses such as golf course, marinas with restrictions and best management practices); and privately owned property (no new development allowed).
- **Phase 2 –** Focus on wider watershed management issues for source water protection.

Mr. Clements shared the working group consisted of the Parks & Recreation Department, Public Works and Planning looking at how to address these needs. They identified 15 management recommendations

(**Clarifying the Lake Buffer Area and Associated Regulations)**
Recommendation 1: *Revise Existing City Watershed Protection Ordinance to Clarify "Buffer"*
Recommendation 2: *Revise Parks & Recreation Department Rules and Regulations*
Recommendation 3: *Post the Boundary of City-owned Property Adjacent to the Lakes*
Recommendation 4: *Provide Easy to Use GIS Link Reservoir Boundaries*

(City-Owned Conservation Land)
Recommendation 5: *Adopt Policy Regarding Citizen Allowed Activities*
Recommendation 6: *Adopt City Policy and Procedures Regarding Maintenance*
Recommendation 7: *Reforest Cleared Land In Conservation Area*
Recommendation 8: *Adopt Inspections Procedures*
Recommendation 9: *Adopt Inspections/Maintenance Access Protocols*

(City-Owned Park Land)
Recommendation 10: *Implement the Audubon International Environmental Management Practices for Golf Courses*
Recommendation 11: *Implement Best Management Practices for Marina Operations*

(**Regulations Governing Private Property in the Reservoir Protection Zone)**
Recommendation 12: *Clarify Key Ordinances that Govern Disturbance of the Reservoir Protection Zone*
Recommendation 13: *Clearly Communicate Property Owners' Responsibilities*
Recommendation 14: *Implement Multi-Faceted Outreach Program*

Recommendation 15: *Communicate with Adjacent Jurisdictions*

Council Member J. Davis asked about enforcement for the non-conforming homes around Oak Hollow Lake. Ms. Brewer noted these would be grandfathered. Mr. Burnette explained there is a variance process in the ordinance to allow certain new construction which is reviewed by TRC to ensure that the best management practices are put in place, erosion control plans are required during the construction, etc….

Council Member Alexander mentioned core cables that are used for identifying boundaries for lake properties and he was not sure how the city could empower the citizens while giving the city clear enforcement should any problems occur. Ms. Brewer emphasized it was clear to them in talking with city staff that they are unsure of where the city owned property begins and most of the property owners do not know either. She pointed out one of the recommendations is posting the land.

Council Member C. Davis asked about selling homes that are grandfathered that might be in the watershed management area. Ms. Brewer replied these properties could be sold and noted one of the recommendations is that there would be a required notification process for selling land in the protection zone next to the lake would require notification to the buyer of the requirements/regulations to make the subsequent owner aware that they are buying into a watershed protection zone.

Mr. Clements noted one of the big parts of this is communication because so many people are not aware and if they are they may not pass that information along. Ms. Brewer noted they want them to use best management practices with land clearing, following sedimentation, erosion control. Council Member C. Davis mentioned that so many people were under the impression that if the City owned any property within the watershed area that we could not sell those properties because they are in the watershed areas. Ms. Brewer advised that she could not speak as to the city-owned property, she was speaking more as a private piece of property. She further advised that if a piece of property was purchased for the express purpose of conservation land around the lake, the purpose would be tied to the land and could not be sold without a legal mechanism.

Council Member C. Davis then inquired about fertilization of the golf course and asked if it funnels back in. Staff replied that they follow best management practices to limit nutrients going back into the lake.

A discussion followed regarding downed trees. Council Member J. Davis asked if we cut trees down during the ice storm or if we leave it up to the homeowners. Mr. McCaslin advised that the city did cut some down and left them on the ground which caused some problems and confirmed that the city generally cuts and drops them.

Council Member C. Davis mentioned the dead trees that might be growing into the property line and felt removal of these would make sense. Mr. Houk explained in the short term, they had legal draft up an emergency access agreement in areas that Lee Tillery defined were a hazard to the homeowner that gave us permission to cross their land so we could remove the trees due to safety concerns. Ms. Brewer noted recommended not using heavy machinery that could turn up the sediment and create erosion and advised there are good practices for taking down trees. Mr. Clements pointed out these recommendations reflect best practices, clarification and transparency and outreach to make sure people are aware of them. He noted their request to Council is to allow them to go out with the drafts and preliminary recommendations in order to get some feedback from the stakeholders.

DRAFT

Council Member Alexander asked how they propose to monitor the shoreline and mentioned that Duke Power and others do a flyover monitoring and then they lay a map over it to see what is different. Mr. Clements reported they are actually looking at different monitoring programs, anything from boat surveys and new technologies with remote sensing are so good that would help to develop programs like that. Ms. Brewer also mentioned other programs such as satellite imagery, using free access data that would not have to be purchased, citizen reports, boat controls, etc… Council Member Alexander felt it is important to communicate to the citizens that this is something that we are going to monitor and use these tools in order to do this.

Council Member J. Davis asked who the stakeholders would be and if any Jamestown residents would be included. Mr. Clements noted this was really a policy decision that Council needs to make. Ms. Brewer noted they want to talk to some property owners around the lake, marina users, golf course users, etc… focusing a lot on the area within 200 feet of the lake or adjacent to it. Mr. Clements reiterated these are some of the things they would like to get some feedback on before coming back to Council with an actual plan update.

Mr. Demko asked if Council was in agreement to put this out to the public in order to receive comment. Council Member C. Davis noted that although she has not read the document, but felt it certainly would not hurt. No objections were voiced. Mr. Houk believes the results would be back sometime in August/September.

Update on the High Point Market Authority Annual Budget

Eric Olmedo, Budget and Performance Manager advised that the main increase is the $500,000 increase for the grant they are receiving from the North Carolina Department of Commerce.

Update on High Point Convention and Visitor Bureau Annual Budget

Mr. Olmedo gave a brief update for the High Point Convention and Visitor Bureau Annual Budget (CVB) and noted it was relatively flat from last year, increasing some of their fund balance to pay back some of the construction they did a few years ago. He pointed out there is also a contract associated with the CVB Budget that will need Council's approval.

Staff has reviewed these budgets/contract and recommend approval.

Mr. Demko advised if there were any questions that Tammy Nagem with High Point Market Authority and Melody Burnette with the CVB were present to address them.

There being no further discussion, the meeting adjourned at 4:50 p.m. upon motion duly made and seconded.

Respectfully Submitted,

_____

Maria A. Smith
Deputy City Clerk

DRAFT

CITY OF HIGH POINT
AGENDA ITEM

Title: Conveyance of Property to CHS & Habitat

From: Michael E. McNair, Director

Meeting Date: June 20, 2013

Advertising Date / Advertised By:

Public Hearing: N/A

Attachments: Maps
Resolutions

PURPOSE:
In order to continue infill housing development efforts in the Core-City, CD&H seeks Council approval to convey the following lots:

Community Housing Solutions:

- 805 George Place
- 807 George Place
- 809 George Place
- 811 George Place

Habitat for Humanity:

- 1505 Davis
- 203 N. Hoskins
- 208 N. Hoskins

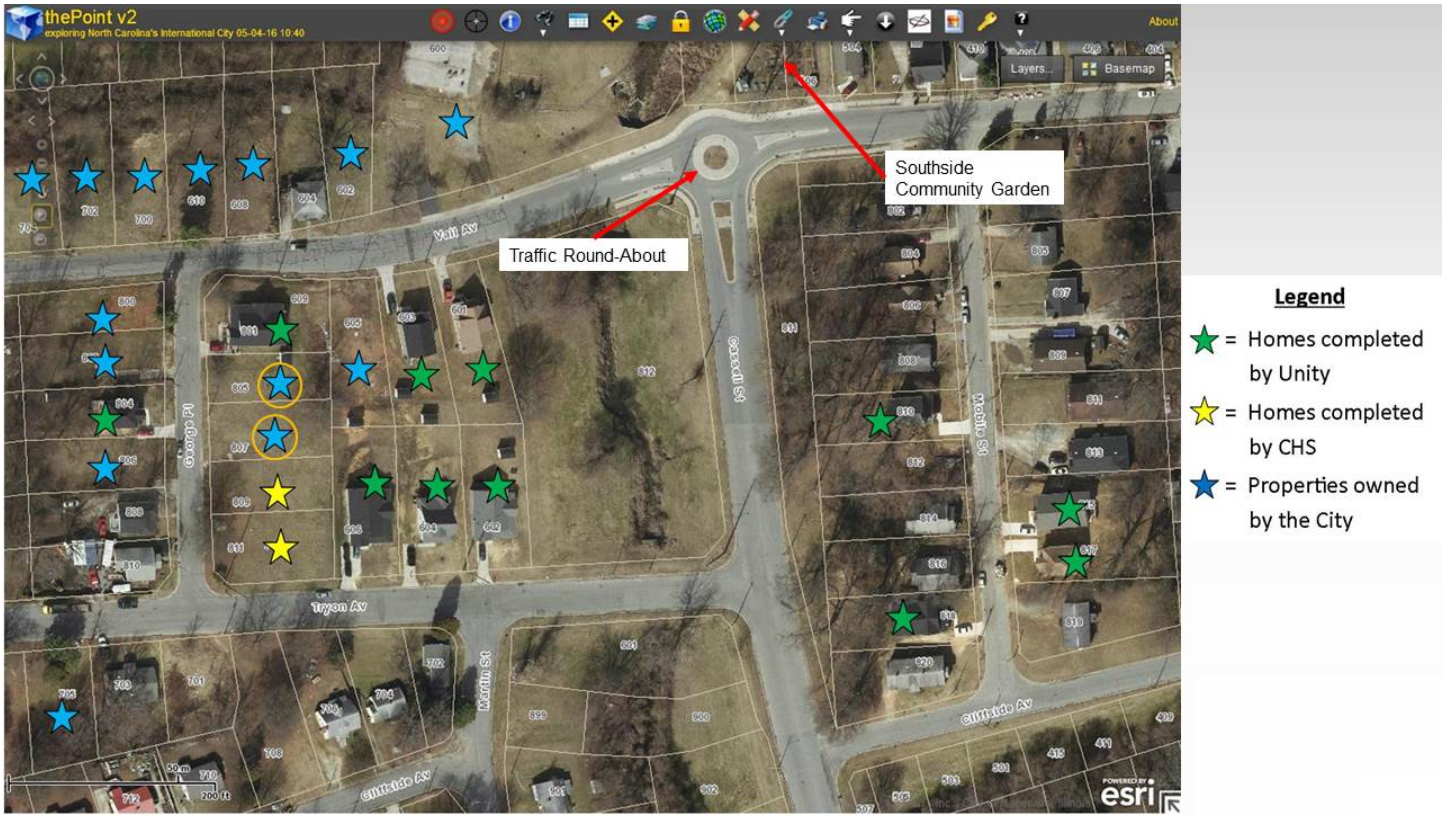
BACKGROUND:
Council has previously approved a contract with Community Housing solutions and Habitat for Humanity to construct affordable housing in Southside and the Washington Terrace areas respectively.

BUDGET IMPACT:
N/A

RECOMMENDATION / ACTION REQUESTED:
The Community Development and Housing Department recommends approval of the resolutions and that the appropriate City official and/or employee be authorized to execute all necessary documents.

Habitat Construction in Washington Terrace Area

Southside – Homes Constructed/Other Investments



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

WHEREAS, the City of High Point owns a tract of land located at 805 George Place in the City of High Point and more particularly described in Deed Book 7011, Page 1272 and Deed Book 6951, Page 516 of the Guilford County Registry ("Property"); and

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

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

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

WHEREAS, the City of High Point has approved a contract with Community Housing Solutions of Guilford, Inc. to construct affordable housing in Southside and the Washington Terrace areas respectively to convey the above-described Property to Community Housing Solutions of Guilford, Inc.;

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

1. The Mayor of the City of High Point is authorized to execute all documents necessary to convey title to the Property located at 805 George Place in the City of High Point, and is more particularly described in Deed Book 7011, Page 1272 and Deed Book 6251, Page 516 of the Guilford County Registry.

2. The consideration of the conveyance is Community Housing Solutions of Guilford, Inc.'s agreement to use this property only for the "public" purpose of furthering the mission of the City of High Point in providing owner-occupied housing. If for any reason the property ceases to be used for a "public" purpose, the property shall revert back to the City of High Point. A statement to this effect shall be placed in the deed of conveyance.

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

ADOPTED this the 20th day of June, 2016.

CITY OF HIGH POINT

By _____
William S. Bencini, Jr., Mayor

Attested to:

_____
Lisa Vierling, City Clerk

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

WHEREAS, the City of High Point owns a tract of land located at 807 George Place in the City of High Point and more particularly described in Deed Book 7011, Page 1272 and Deed Book 6932, Page 2263 of the Guilford County Registry ("Property"); and

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

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

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

WHEREAS, the City of High Point has approved a contract with Community Housing Solutions of Guilford, Inc. to construct affordable housing in Southside and the Washington Terrace areas respectively to convey the above-described Property to Community Housing Solutions of Guilford, Inc.;

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

1. The Mayor of the City of High Point is authorized to execute all documents necessary to convey title to the Property located at 805 George Place in the City of High Point, and is more particularly described in Deed Book 7011, Page 1272 and Deed Book 6932, Page 2263 of the Guilford County Registry.

2. The consideration of the conveyance is Community Housing Solutions of Guilford, Inc.'s agreement to use this property only for the "public" purpose of furthering the mission of the City of High Point in providing owner-occupied housing. If for any reason the property ceases to be used for a "public" purpose, the property shall revert back to the City of High Point. A statement to this effect shall be placed in the deed of conveyance.

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

ADOPTED this the 20th day of June, 2016.

CITY OF HIGH POINT

By _____
William S. Bencini, Jr., Mayor

Attested to:

_____
Lisa Vierling, City Clerk

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

WHEREAS, the City of High Point owns a tract of land located at 809 George Place in the City of High Point and more particularly described in Deed Book 7056, Page 2562-2563 of the Guilford County Registry ("Property"); and

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

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

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

WHEREAS, the City of High Point has approved a contract with Community Housing Solutions of Guilford, Inc. to construct affordable housing in Southside and the Washington Terrace areas respectively to convey the above-described Property to Community Housing Solutions of Guilford, Inc.;

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

1. The Mayor of the City of High Point is authorized to execute all documents necessary to convey title to the Property located at 809 George Place in the City of High Point, and is more particularly described in Deed Book 7056, Page 2562-2563 of the Guilford County Registry.

2. The consideration of the conveyance is Community Housing Solutions of Guilford, Inc.'s agreement to use this property only for the "public" purpose of furthering the mission of the City of High Point in providing owner-occupied housing. If for any reason the property ceases to be used for a "public" purpose, the property shall revert back to the City of High Point. A statement to this effect shall be placed in the deed of conveyance.

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ADOPTED this the 20th day of June, 2016.

CITY OF HIGH POINT

By _____
William S. Bencini, Jr., Mayor

Attested to:

_____
Lisa Vierling, City Clerk

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

WHEREAS, the City of High Point owns a tract of land located at 811 George Place in the City of High Point and more particularly described in Deed Book 7056, Page 2562-2563 and Deed Book 6293, Page 1418 of the Guilford County Registry ("Property"); and

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

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

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

WHEREAS, the City of High Point has approved a contract with Community Housing Solutions of Guilford, Inc. to construct affordable housing in Southside and the Washington Terrace areas respectively to convey the above-described Property to Community Housing Solutions of Guilford, Inc.;

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

1. The Mayor of the City of High Point is authorized to execute all documents necessary to convey title to the Property located at 811 George Place in the City of High Point, and is more particularly described in Deed Book 7056, Page 2562-2563 and Deed Book 6293, Page 1418 of the Guilford County Registry.

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

ADOPTED this the 20th day of June, 2016.

CITY OF HIGH POINT

By _____
William S. Bencini, Jr., Mayor

Attested to:

_____
Lisa Vierling, City Clerk

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

WHEREAS, the City of High Point owns a tract of land located at 1505 Davis Avenue in the City of High Point and more particularly described in Deed Book 7797, Page 1085-1086 of the Guilford County Registry ("Property"); and

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

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

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

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

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

1. The Mayor of the City of High Point is authorized to execute all documents necessary to convey title to the Property located at 1505 Davis Avenue in the City of High Point, and is more particularly described in Deed Book 7797, Page 1085-1086 of the Guilford County Registry.

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

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

ADOPTED this the 20th day of June, 2016.

CITY OF HIGH POINT

By _____
William S. Bencini, Jr., Mayor

Attested to:

_____
Lisa Vierling, City Clerk

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

WHEREAS, the City of High Point owns a tract of land located at 203 North Hoskins Street in the City of High Point and more particularly described in Deed Book 7740, Page 1802-1804 of the Guilford County Registry ("Property"); and

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

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

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

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

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

1. The Mayor of the City of High Point is authorized to execute all documents necessary to convey title to the Property located at 203 North Hoskins Street in the City of High Point, and is more particularly described in Deed Book 7740, Page 1802-1804 of the Guilford County Registry.

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

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

ADOPTED this the 20th day of June, 2016.

CITY OF HIGH POINT

By _____
William S. Bencini, Jr., Mayor

Attested to:

_____
Lisa Vierling, City Clerk

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

WHEREAS, the City of High Point owns a tract of land located at 208 North Hoskins Street in the City of High Point and more particularly described in Deed Book 7754, Page 1730-1731 of the Guilford County Registry ("Property"); and

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

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

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

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

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

1. The Mayor of the City of High Point is authorized to execute all documents necessary to convey title to the Property located at 208 North Hoskins Street in the City of High Point, and is more particularly described in Deed Book 7754, Page 1730-1731 of the Guilford County Registry.

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

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

ADOPTED this the 20th day of June, 2016.

CITY OF HIGH POINT

By _____
William S. Bencini, Jr., Mayor

Attested to:

_____
Lisa Vierling, City Clerk

CITY OF HIGH POINT
AGENDA ITEM

Title: Contract with State Code Enforcement, Inc.

From: Michael E. McNair, Director

Public Hearing: N/A

Attachments: Contract

Meeting Date: June 20, 2016

Advertising Date /
Advertised By:

PURPOSE:
Extend contract SCEI to provide nuisance abatement and minimum housing inspection services in support of the City's Code Enforcement Division.

BACKGROUND:
A contract was executed with SCEI in April 2016 to assist in the provision of code enforcement services through the end of the fiscal year. SCEI has allowed us to maintain and expand levels of service to the community while we are transitioning to proactive code enforcement. Staff recommends extending the contract SCEI for the 2016-17 fiscal year as we work to eliminate a backlog of over 200 cases. The contract will have a total value of $237,120 but will allow for a de-escalation of service levels down to one half of the total value ($118,560) if needed.

BUDGET IMPACT:
Funds will be sourced from the salary savings in FY 2015-2016 resulting from the unfilled code enforcement officer positions.

RECOMMENDATION / ACTION REQUESTED:
The Community Development and Housing Department recommends approval of the contract with State Code Enforcement Inc. and that the appropriate City official and/or employee be authorized to execute all necessary documents.

CITY OF HIGH POINT
AGENDA ITEM

Title: **Zoning Map Amendment 16-13**
(Angadare Land LP)

From: Lee Burnette, Planning & Development Director

Meeting Date: June 20, 2016

Public Hearing: Yes

Advertising Date: June 8 & 15, 2016

Advertised By: Planning & Development

Attachments:
A. Planning and Zoning Commission Recommendation
B. Staff Report
C. Zoning Ordinance

PURPOSE:
A request by Angadare Land LP to rezone approximately 1.56 acres from the Heavy Industrial (HI) District to the Central Business (CB) District. The site is lying along the north side W. Russell Avenue and east of S. Lindsay Street *(302, 304 & 306 W. Russell Avenue)*.

BACKGROUND:
Staff report and the Planning & Zoning Commission's recommendation is enclosed.

BUDGET IMPACT:
There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

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

B. On May 24, 2016, a public hearing was held before the Planning and Zoning Commission regarding Zoning Map Amendment 16-13. The Planning & Zoning Commission recommended ***approval*** of this request by a vote of 7-0 as outlined in the staff report.

PLANNING AND ZONING COMMISSION RECOMMENDATION

Angadare Land LP **Zoning Map Amendment 16-13**

At its May 24, 2016 public hearing, the Planning and Zoning Commission reviewed this request to rezone approximate 1.56-acres. All members of the Commission were present except for Ms. Marie Stone. Mr. Herbert Shannon, Senior Planner, presented the case and recommended approval of the request as outlined in the staff report.

Speaking in favor of the request:

Speaking in favor of the request was the applicant's representative, Mr. Marc DeLille, Triad Commercial, 100 N. Main Street, Winston-Salem and the property owner Mr. Alan Cousins, 1406 Westchester Drive, High Point, Thomasville. These speakers provided an overview of the proposal to redevelopment the site for a Market Showroom facility.

Speaking in opposition of the request:

No one spoke in opposition to this request.

Planning & Zoning Commission Action

The Planning & Zoning Commission recommended ***approval*** of this request, as recommended by staff, by a vote of 7-0.

Upon making its recommendation, the Planning & Zoning Commission stated that its approval of Zoning Map Amendment 16-13 would be consistent with the City's adopted plans. Additionally, the Commission concurred with the staff report and found its approval recommendation reasonable and in the public interest because:

1) The request is consistent with the goals and objectives of the Community Vision Statement, Land Use Plan and Core City Plan;
2) The requested district is consistent with the development pattern established in this area as the zoning site abuts the CB District to the east; and
3) The requested district is consistent with previous zoning approvals granted in this area.

CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT

STAFF REPORT
ZONING MAP AMENDMENT 16-13
May 24, 2016

Request			
Applicant: Angadare Land LP	**Owner:** Alan Cousins		
Zoning Proposal: To rezone approximately 1.56 acres	**From:**	**HI**	Heavy Industrial District
	To:	**CB**	Central Business District

Site Information	
Location:	Lying along the north side of W. Russell Avenue and east of S. Lindsay Street (302, 304 & 306 W. Russell Avenue).
Tax Parcel Numbers:	Guilford County Tax Parcels 0172494, 0172489 & 0218802 (portion)
Site Acreage:	Approximately 1.56 acres
Current Land Use:	Vacant warehouse building
Physical Characteristics:	The site is developed with an approximately 12,720 square-foot building that was constructed in the 1940's.
Water and Sewer Proximity:	There is a 6-inch City water line and an 8-inch City sewer line lying adjacent to the site along W. Russell Avenue and along S. Lindsay Street.
General Drainage and Watershed:	The site is relatively flat and drains in a westerly direction, and development is subject to the Randleman Lake General Watershed Area (GWA) requirements. Engineered stormwater measures are required for non-residential development with an impervious surface area that exceeds 6% or more of the site.
Overlay District:	Randleman Lake General Watershed Area (GWA)

Adjacent Property Zoning and Current Land Use			
North:	**HI**	Heavy Industrial District	Furniture market parking lot
South:	**HI**	Heavy Industrial District	Undeveloped parcel *(lying across W. Russell Avenue)*
East:	**CB**	Central Business District	Electrical substation
West:	**LI**	Light Industrial District	A narrow undeveloped parcel is lying between the site and the S. Lindsay Street ROW

Relevant Land Use Policies and Related Zoning History	
Community Growth Vision Statement:	Obj. 6B: Given the direct economic benefits derived from the High Point Market, as well as the invaluable international recognition it brings to the community, continue efforts to sustain, promote and support the High Point Market.

Land Use Plan Map Classification:	The site has a Community/Regional Commercial land use designation. This classification is intended to accommodate a wide range of retail or 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.#10. Target appropriate established neighborhoods and areas adjoining the central business district and industrial locations for conservation and revitalization activities including public and private investment.
Relevant Area Plan:	**Core City Plan:** The Core City Plan recommended the creation of a "Showroom District" that would establish a defined area within the traditional downtown and adjacent areas for market showroom uses. The site in question was included in the southwestern portion of the Showroom District, which was intended for the growth of future showrooms on vacant and underutilized industrial properties.
Zoning History:	The City Council has previously approved zoning applications to expand the CB District in this area. From 1994 to 2005 there have been approximately seven zoning approvals granted allowing a CU-CB District for properties within the blocks lying between S. Lindsay Street and Oak Street and between the railroad tract and W. Russell Avenue.

Transportation Information			
Adjacent Streets:	**Name**	**Classification**	**Approx. Frontage**
	W. Russell Avenue	Major Thoroughfare	155 ft
Vehicular Access:	W. Russell Avenue (public street)		
Traffic Counts: *(Average Daily Trips)*	W. Russell Avenue	2,200 ADT (2013, NCDOT Count)	
Estimated Trip Generation:	No information		
Traffic Impact Analysis:	**Required**		**Comment**
	Yes	No 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

The subject site is zoned Heavy Industrial (HI) District and was previously used as a warehouse facility. The applicant has requested rezoning to the CB District in order to develop a market showroom use on the property.

Staff Analysis

The subject site is located southwest of the traditional downtown, bordered on the east by the CB District. During the past 30 years, this area has transitioned from an industrial area to an area where the CB District was extended to accommodate the growth of market showrooms.

The requested CB District is consistent with the Community Regional Commercial land use classification established by the Land Use Plan Map for this area. Therefore, the request is compatible with the surrounding area and land use policy established by City Council for this portion of the City.

Consistency with Adopted Plans:

The proposed Zoning District is appropriate for its proposed location and is consistent with the purposes, goals, objectives and policies of relevant comprehensive land use or area plans

Staff Comments:

The proposed zoning change would match the zoning of adjacent properties and allow for the potential revitalization of an underutilized industrial property in an area suitable for future market showroom growth. This is consistent with the goals and objectives of the Community Growth Vision Statement, Land Use Plan, and Core City Plan.

Reasonableness/Public Interest:

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

Staff Comments:

In this case, staff suggests that the approval of this request is reasonable and in the public interest because:

1) The request is consistent with the goals and objectives of the Community Vision Statement, Land Use Plan and Core City Plan;
2) The requested district is consistent with the development pattern established in this area as the zoning site abuts the CB District to the east; and
3) The requested district is consistent with previous zoning approvals granted in this area.

Recommendation

Staff Recommends Approval:

The Planning & Development Department recommends approval of the request to rezone this 1.56-acre parcel to the CB District. The requested CB District will be compatible with the surrounding area and in conformance with adopted plans.

Required Action

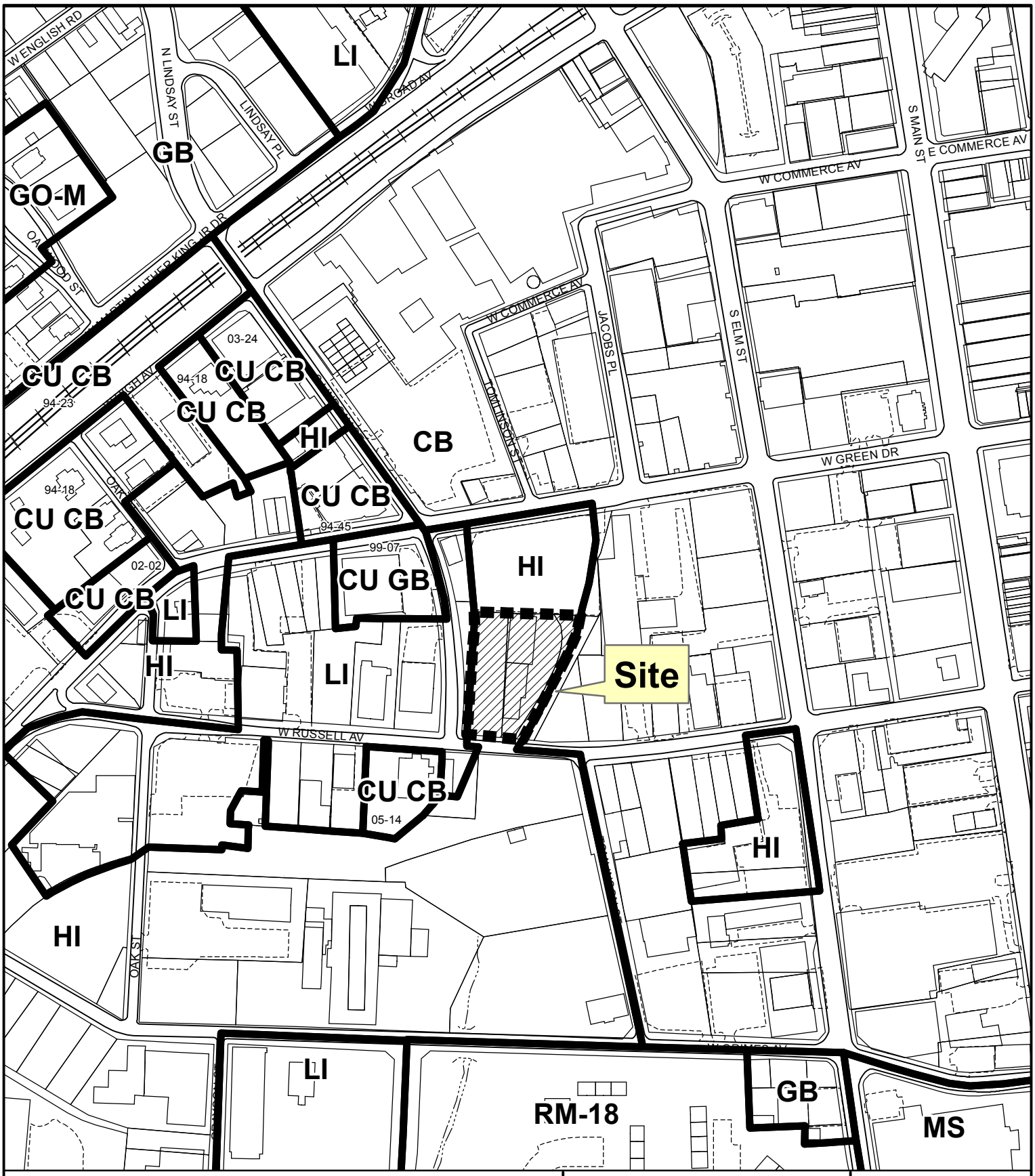
Planning and Zoning Commission:

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.



ZONING MAP AMENDMENT ZA16-13

From: Heavy Industrial
To: Central Business

Existing Zoning Boundary
Subject Property Boundary

Planning & Development Department

City of High Point

Date: May 24, 2016

N

Scale: 1"=300'

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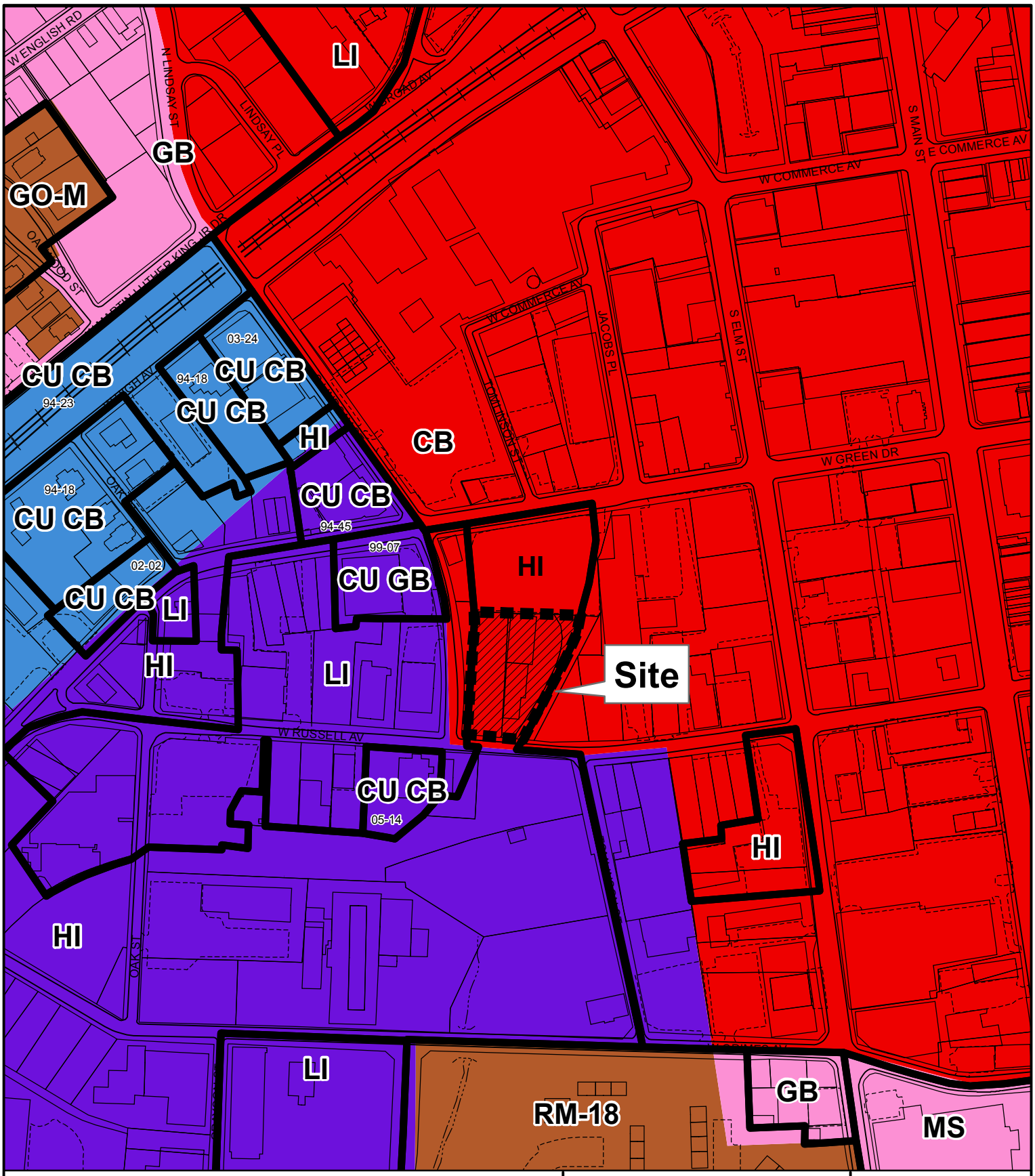

ZONING MAP AMENDMENT ZA16-13

Land Use Plan

- Office
- Local/Convenience Commercial
- Community/Regional Commercial
- Medium-Density Residential
- Heavy Industrial

Planning & Development Department

City of High Point

Date: May 24, 2016

N

Scale: 1"=300'

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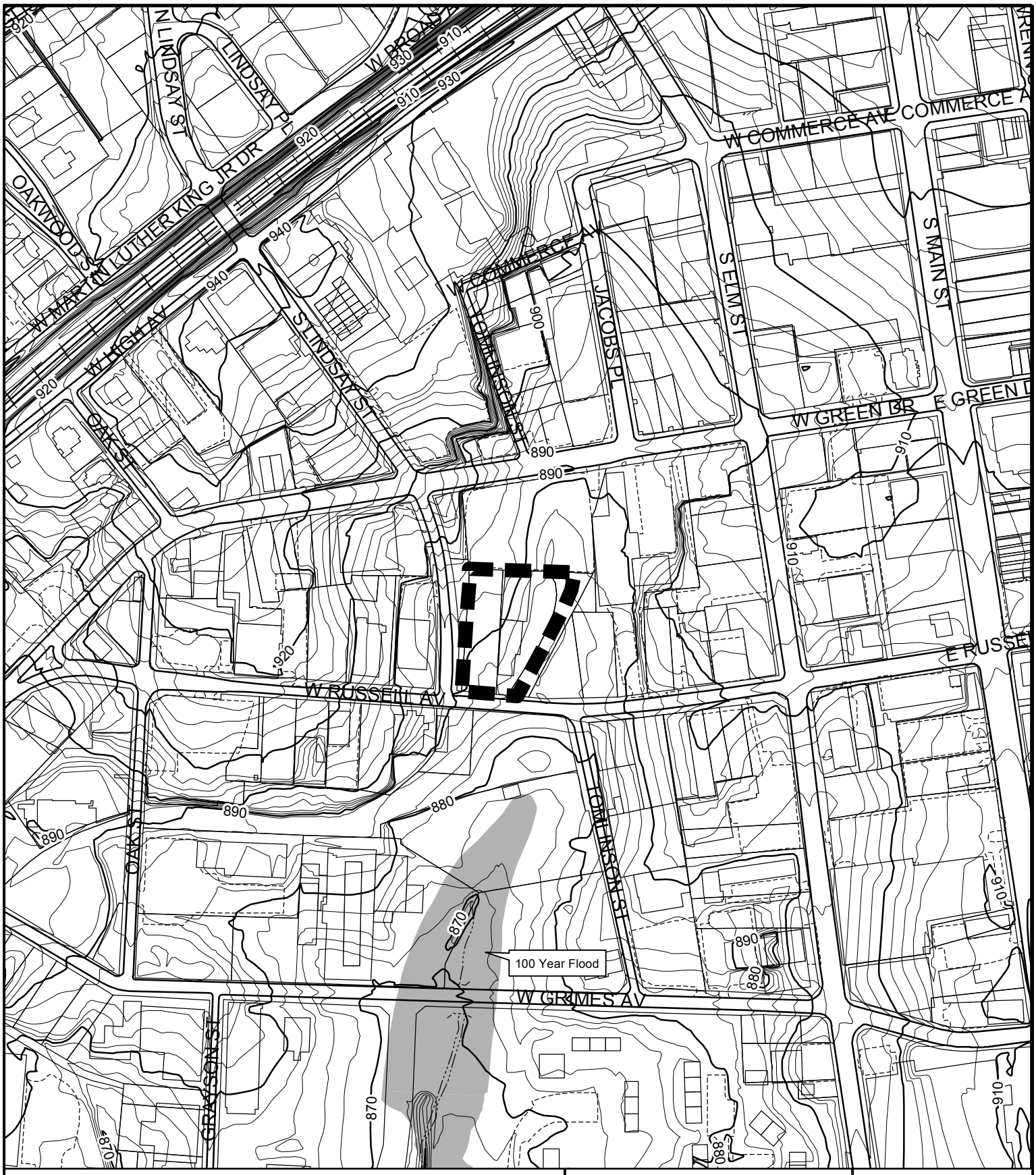

ZONING MAP AMENDMENT ZA16-13

Topography

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

Planning & Development Department

City of High Point

Date: May 24, 2016

N

Scale: 1"=300'

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ZONING MAP AMENDMENT ZA16-13

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 May 24, 2016 and before the City Council of the City of High Point on June 20, 2016 regarding **Zoning Case 16-13** a proposed amendment to the Official Zoning Map of the "City of High Point Development Ordinance";

WHEREAS, notice of the public hearings were published in the High Point Enterprise on May 15, 2016, for the Planning and Zoning Commission public hearing and on June 8, 2016 and June 15, 2016, 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 **June 20, 2016.**

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: **Central Business (CB) District.** The property is approximately 1.56 acres lying along the north side of W. Russell Avenue and east of S. Lindsay Street *(302, 304 & 306 W. Russell Avenue)*. The property is also known as Guilford County Tax Parcel 0172494, 0172489 & 0218802.

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

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

SECTION 4.
This ordinance shall become effective upon the date of adoption.
20th day of June, 2016.

Lisa B. Vierling, City Clerk

CITY OF HIGH POINT
AGENDA ITEM

Title: **Plan Amendment 16-03; AND Zoning Map Amendment 16-10**
(550 WF, LLC Land LP)

From: Lee Burnette, Planning & Development Director

Meeting Date: June 20, 2016

Public Hearing: Yes

Advertising Date: June 8 & 15, 2016

Advertised By: Planning & Development

Attachments:
A. Planning and Zoning Commission Recommendation
B. Staff Report
C. Zoning Ordinance

PURPOSE:

Plan Amendment 16-03
A request by 550 WF, LLC to change the Land Use Map classification for approximately 2 acres from the Low Density Residential and Moderate-Density Residential classifications to the Light Industrial classification. In addition, the Planning & Development Department is requesting to change the Land Use Map classification for approximately 6 acres from the Moderate-Density Residential classification to the Low-Density Residential classification. These requests are for the area lying along the north side of W. Fairfield Road, adjacent to Emerson Street and Holleman Street.

AND

Zoning Map Amendment 16-10
A request by 550 WF, LLC to rezone approximately 2 acres from the Residential Single Family 9 (RS-9) District to a Conditional Zoning Light Industrial (CZ-LI) District. The site is lying north of W. Fairfield Road and east of Emerson Street *(506 W. Fairfield Road and 559 Emerson Street).*

BACKGROUND:
Staff report and the Planning & Zoning Commission's recommendation is enclosed.

BUDGET IMPACT:
There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

A. On May 24, 2016, a public hearing was held before the Planning and Zoning Commission regarding Plan Amendment 16-03 and Zoning Map Amendment 16-10. Staff recommended ***approval*** of both requests.

B. The Planning & Zoning Commission recommended ***approval*** of Plan Amendment 16-03 by a vote of 7-0.

C. The Planning & Zoning Commission recommended ***approval*** of Zoning Map Amendment 16-10 by a vote of 7-0.

PLANNING AND ZONING COMMISSION RECOMMENDATION

550 WF, LLC Plan Amendment 16-03 and Zoning Map Amendment 16-10

At its May 24, 2016 public hearing, the Planning and Zoning Commission reviewed the Plan Amendment and Zoning Map Amendment applications submitted by 550 WF, LLC. All members of the Commission were present except for Ms. Marie Stone. Ms. Heidi Galanti, Planning Administrator, presented the Plan Amendment and Mr. Herbert Shannon, Senior Planner, presented Zoning Map Amendment. Staff recommended approval of these requests as outlined in the staff report.

Speaking in favor of the request:

Speaking in favor of the request was the applicant's representative, Mr. Brian Hall, Samet Corporation, 309 Gallimore Dairy Road, Suite 102, Greensboro. Mr. Hall provided an overview of the proposal to expand the abutting hosiery manufacturing facility and presented a concept plan depicting the zoning site being used for parking. He stated that the current access points to the site will remain the same, one access drive to W. Fairfield Road and the private drive along the northern portion of the site (former Copeland Avenue) will still be used. The primary change in the traffic pattern will be the manner in which trucks exit the site. The new building expansion will have the truck loading bays facing W. Fairfield Road; thus, when they exit the site it will be via the W. Fairfield Road access drive.

Speaking in opposition of the request:

Attending the meeting from the adjacent residential neighborhood were Ms. Latrelle Batten, 607 Copeland Avenue and Mr. Thomas Lowe, 608 Copeland Avenue. The primary concern of the speakers was speeding by employees of the facility through their neighborhood and limiting truck access.

Mr. Hall responded by stating that some employees and trucks currently use the abutting public streets. However, the applicant believes the manner in which they are proposing their site expansion will reduce truck traffic in the neighborhood. The Commission requested options from Ms. Vickie Embry, City of High Point Transportation Engineer. She stated that the neighbors can petition to have the speed limit reduced in the neighborhood from 35 to 25 mph and they can petition to have signs posted that restricts the weight of trucks using these neighborhood streets.

Planning & Zoning Commission Action

The Planning & Zoning Commission recommended approval of Plan Amendment 16-03, as recommended by staff, by a vote of 7-0.

The Planning & Zoning Commission recommended approval of Zoning Map Amendment 16-10, as recommended by staff, by a vote of 7-0.

Upon making its recommendation, the Planning & Zoning Commission stated that its approval of Zoning Map Amendment 16-10 would be consistent with the City's adopted plans. Additionally, the Commission concurred with the staff report and found its approval recommendation reasonable and in the public interest because:

1) Subject to approval of Plan Amendment 16-03, the requested CZ-LI District will be consistent with the Land Use Plan;
2) The zoning site abuts a major thoroughfare and is surrounded on three sides by light industrial or heavy industrial zoning uses;
3) The request is similar to a previous rezoning that established a CU-LI District directly to the north of the site where Emerson Street separates the industrial and residential zoned properties; and
4) Conditions offered by the applicant pertaining to landscaping, fencing and vehicular access will assist in ensuring development will be compatible with abutting uses.

CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT

STAFF REPORT
PLAN AMENDMENT CASE 16-03 AND ZONING MAP AMENDMENT 16-10
May 24, 2016

Requests		
Applicant: 550 WF, LLC and City of High Point	**Owner:** 550 WF, LLC	
Plan Amendment Proposal: To change the future land use designation for approximately 9.25 acres.	**From:** **To:**	Low Density Residential and Moderate Density Residential Light Industrial and Low Density Residential
Zoning Map Amendment Proposal: To rezone approximately 1.78 acres.	**From:** **To:**	**RS-9** Residential Single Family-9 District **CZ-LI** Conditional Zoning Light Industrial District

Site Information		
Location:	These requests are for the area lying along the north side of W. Fairfield Road, adjacent to Emerson Street and Holleman Street.	
Tax Parcel Numbers:	**Plan Amendment**	**Zoning Request**
	0179363, 0179364, 0179371, 0179372, 0179382, 0179387 thru 90 0179392 and 0218318	0179382 and 0179390
Site Acreage:	**Plan Amendment**	**Zoning Request**
	Approximately 9.25 acres	Approximately 1.78 acres
Current Land Use:	**Plan Amendment**	**Zoning Request**
	The amendment area has a mix of single-family homes, a church and a day care center.	Vacant single family dwellings
Physical Characteristics:	The site has a relatively flat terrain and developed with two vacant single family dwellings.	
Water and Sewer Proximity:	A 6-inch City water line and an 8-inch City sewer line are lie adjacent to the site along Emerson Street and along the northern boundary of the site in the private drive (abandoned Copeland Avenue right-of-way).	
General Drainage and Watershed:	The site has a relatively flat terrain and drains in a northerly direction, and development is subject to the Randleman Lake General Watershed Area (GWA) requirements. Engineered stormwater measures are required for non-residential development with an impervious surface area that exceeds 6% or more of the site.	
Overlay District:	Randleman Lake GWA	

Adjacent Property Zoning and Current Land Use			
North:	**CU-LI**	Conditional Zoning Light Industrial District	Truck parking for an industrial use
South:	**HI**	Heavy Industrial District	Automotive manufacturing facility (Thomas Built Buses)
East:	**LI**	Light Industrial District	Industrial use (hosiery manufacturing)
West:	**RS-9**	Residential Single Family-9 District	Single family dwellings

Adjacent Land Use Plan Designations	
North:	Low Density Residential and Light Industrial
South:	Heavy Industrial
East:	Light Industrial
West:	Light Industrial

Purpose of Existing and Proposed Land Use Plan Designations	
Existing Designation:	**Low-Density Residential:** These areas include primarily single family detached dwellings on individual lots. Development densities in these areas shall not exceed five dwelling units per gross acre. **Moderate-Density Residential:** This classification includes a variety of detached or attached dwellings, generally including single family homes, cluster homes, duplexes and townhouses. Development densities shall range from five to eight dwelling units per gross acre.
Proposed Designation:	**Low-Density Residential:** These areas include primarily single family detached dwellings on individual lots. Development densities in these areas shall not exceed five dwelling units per gross acre. **Light Industrial:** Light industrial uses include general manufacturing, wholesaling, warehousing, and research and development uses.

Relevant Land Use Policies and Related Zoning & LUPA History	
Community Growth Vision Statement	Goal 2: Improve High Point's older urban neighborhoods, while ensuring better future neighborhoods. Goal 6: Keep High Point's economy strong and make it more diversified. Obj 6F: Prioritize measures to enhance the overall quality of life to retain and expand existing industries and to attract new ones.
Land Use Plan Goals, Objectives & Policies:	The following goals of the Land Use Plan are relevant to this request: Goal #2: Encourage development that enhances and preserves established neighborhoods; Goal #5: Promote an urban growth pattern that occurs in an orderly fashion and conserves the land resources of the city and its planning area.
Relevant Area Plan:	There are no area plans for this area.
Zoning History:	There are no recent zoning actions in this area; the last was in 1985 when the abutting 1.8-acre parcel to the north was rezoned to permit industrial uses.

LUPA History:	In the late 1970's this area was designated as Industrial. In 1983, it was designated as Low Density Residential. In 1992, it was designated as Office and in 2000 it was designated as Moderate Residential.

Transportation Information			
Adjacent Streets:	**Name**	**Classification**	**Approx. Frontage**
	W. Fairfield Road Emerson Street	Major Thoroughfare Local Street	175 ft 380 ft
Vehicular Access:	W Fairfield Road (public street) and Emerson Street (public street)		
Traffic Counts: *(Average Daily Trips)*	W. Fairfield Road	11,000 ADT (2013, NCDOT count)	
Estimated Trip Generation:	No information		
Traffic Impact Analysis:	**Required**		**Comment**
	Yes	No 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

1. General Overview:
   The subject site is lying at the eastern edge of the Brookridge Forest subdivision. This relatively small 20-acre subdivision was recorded as a part of the unincorporated portion of Guilford County in 1947 and was annexed by the City of High Point in 1960 as part of a larger 12,500 acre annexation. This was a rural area when initially developed, but during the past 40 years the surrounding area has developed with various industrial uses and this subdivision is now the last enclave of residential uses in the area.

   The applicant has submitted this Plan Amendment and Zoning Map Amendment application to facilitate the expansion of an abutting industrial use. Directly east of the site is an existing hosiery manufacturing facility. The property owner is proposing an approximately 30,000-square foot building expansion that will displace half of the parking on this abutting property. The industrial property owner, 550 WF LLC, has purchased these two abutting residential parcels and is requesting a plan amendment and rezoning to allow parking impacted by the building expansion to be established on the zoning site.

2. Summary of Land Use Plan Amendment Request:
   The applicant has requested a Land Use Plan amendment for two parcels lying on the east side of Emerson Street from Low Density Residential and Moderate Density Residential to Light Industrial to accommodate the expansion of an adjacent manufacturing facility. After analyzing the land use patterns in this area, staff initiated an amendment to the applicant's request to also include parcels fronting on the north side of W. Fairfield Road and the west

side of Holleman Street. The Planning and Development Department is recommending the Moderate Density Residential classification on the north side of W. Fairfield Road be reclassified to a Low Density Residential land use classification. During the past 30 plus years, this area has had its land use designation changed numerous times from Industrial to Low Density Residential, to Office, to Moderate Density Residential. The area consists of a small stable pocket of single family residences with a church and day care center. Staff does not see this area changing in the future as it provides housing and the convenience of a day care center adjacent to jobs. This additional area consists of nine parcels totaling approximately 7 acres.

3. Summary of Zoning Request:
The applicant proposes to establish a Conditional Zoning Light Industrial (CZ-LI) District on these two parcels to facilitate a building expansion of the abutting industrial use. In conjunction with this request, the applicant has submitted a conditional zoning ordinance that requires a higher planting yard standard and fencing installed along the Emerson Street frontage of the site, and restricts the manner in which vehicular access may be permitted to Emerson Street.

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 requested Plan Amendment and the requested Conditional Zoning District are appropriate for the proposed location and are consistent with the purposes, goals, objectives and policies of relevant comprehensive land use or area plans.

Staff Comments:
The proposed plan amendment subject area consists of 11 parcels totaling approximately 9 acres. The two parcels on the east side of Emerson Street are designated as Low Density Residential and Moderate Density Residential. The request to amend this area to Light Industrial to support a growing business is supported by the goals and objectives of the Community Growth Vision Statement that calls for retaining and expanding existing industries.

Staff recommends the remaining nine parcels along the north side of W. Fairfield Road and the west side of Holleman Street be redesignated as Low Density Residential. This request is supported by the Community Growth Vision statement and the Land Use Plan, which call for the protection of existing neighborhoods and the provision of housing close to jobs, shopping and services.

Review Factors: **The applicant's proposed Conditional Zoning District, including the proposed use(s), written conditions and Conditional Zoning Plan, satisfactorily meets or addresses the following:**	
Factor #1	**Produces a development that is compatible with surrounding development character and land uses;**
	Staff Comments: Based on the following factors, staff suggests the requested CZ-LI District will be compatible with the surrounding character and land uses: • The zoning site is fronting along a 4-lane major thoroughfare; • The zoning site is located at the outer edge of this residential subdivision, and it abuts industrial zoning and uses to the north, east & south; and • The zoning site and abutting CU-LI zoning to the north are separated from the residential uses in this subdivision by the Emerson Street right-of way.
Factor #2	**Minimizes or effectively mitigates any identified adverse impact on adjacent and nearby property, such as that caused by traffic, parking, noise, lighting, trash, loading areas, etc.;**
	Staff Comments: ❖ To mitigate any potential impacts to the adjacent residential uses, the applicant has offered a condition to restrict driveway access onto Emerson Street to the existing private drive lying at the northern boundary of the site. ❖ So as to screen or filter views of industrial activities, the applicant offers to provide a higher landscaping rate along the Emerson Street frontage of the site. Instead of the standard 8-foot wide street planting yard with 2 trees every 100 linear feet, the applicant offers to install a minimum 20-foot wide Type C Planting Yard along Emerson Street consisting of 5 trees and 17 shrubs every 100 linear feet. In addition, the applicant offers to install a minimum 5-foot high opaque fence behind the Type C planting yard to provide an extra layer of visual screening from Emerson Street.
Factor #3	**Minimizes or effectively mitigates any identified adverse environmental impact on water and air resources, minimizes land disturbance, preserves trees and protects habitat;**
	Staff Comments: The site is within the Randleman Lake General Watershed Area, and as such, development is required to meet watershed standards of the Development Ordinance.
Factor #4	**Minimizes or effectively mitigates any identified adverse impact on municipal facilities and services, such as streets, potable water and wastewater facilities, parks, police and fire; and;**
	Staff Comments: The site is within an area currently served by City of High Point utilities and municipal services. The zoning submittal has no known adverse impacts on municipal services.

Factor #5	**Minimizes or effectively mitigates any identified adverse effect on the use, enjoyment or value of adjacent properties.**
	Staff Comments: The conditions offered by the applicant pertaining to landscaping and fencing along Emerson Street will assist in mitigating impacts to the adjacent residential 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:
During the past several decades the land area adjacent this residential subdivision has developed with various industrial uses to the point where it is now completely surrounded by industrial uses. Since the 1980's, the adopted Land Use Plan Map has supported industrial uses in this general area and protected the small enclave of residences from the impact of adjacent industrial uses.

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

Staff Comments:
The proposed CZ-LI District follows Emerson Street as its western boundary, which is consistent with the zoning pattern established in 1985.

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 may be considered reasonable and in the public interest because:

1) Subject to approval of Plan Amendment 16-03, the requested CZ-LI District will be consistent with the Land Use Plan;
2) The zoning site abuts a major thoroughfare and is surrounded on three sides by light industrial or heavy industrial zoning uses;
3) The request is similar to a previous rezoning that established a CU-LI District directly to the north of the site where Emerson Street separates the industrial and residential zoned properties; and
4) Conditions offered by the applicant pertaining to landscaping, fencing and vehicular access will assist in ensuring development will be compatible with abutting uses.

Recommendation

1. **Plan Amendment 16-03:**
   Staff Recommends Approval:
   Staff recommends approval of the request to change the future land use designation for approximately 9 acres to the Light Industrial and Low Density Residential land use classifications. The request meets the goals and objectives of the Community Growth Vision

Statement and the Land Use Plan which call for retaining and expanding existing industries, protecting existing neighborhoods, and providing housing close to jobs, shopping and services.

2. **Zoning Map Amendment 16-10:**
   Staff Recommends Approval
   The Planning & Development Department recommends approval of the request to rezone this 1.78-acre area to the CZ-LI District. As conditioned, the requested CZ-LI District will be compatible with the surrounding area and in conformance with adopted plans.

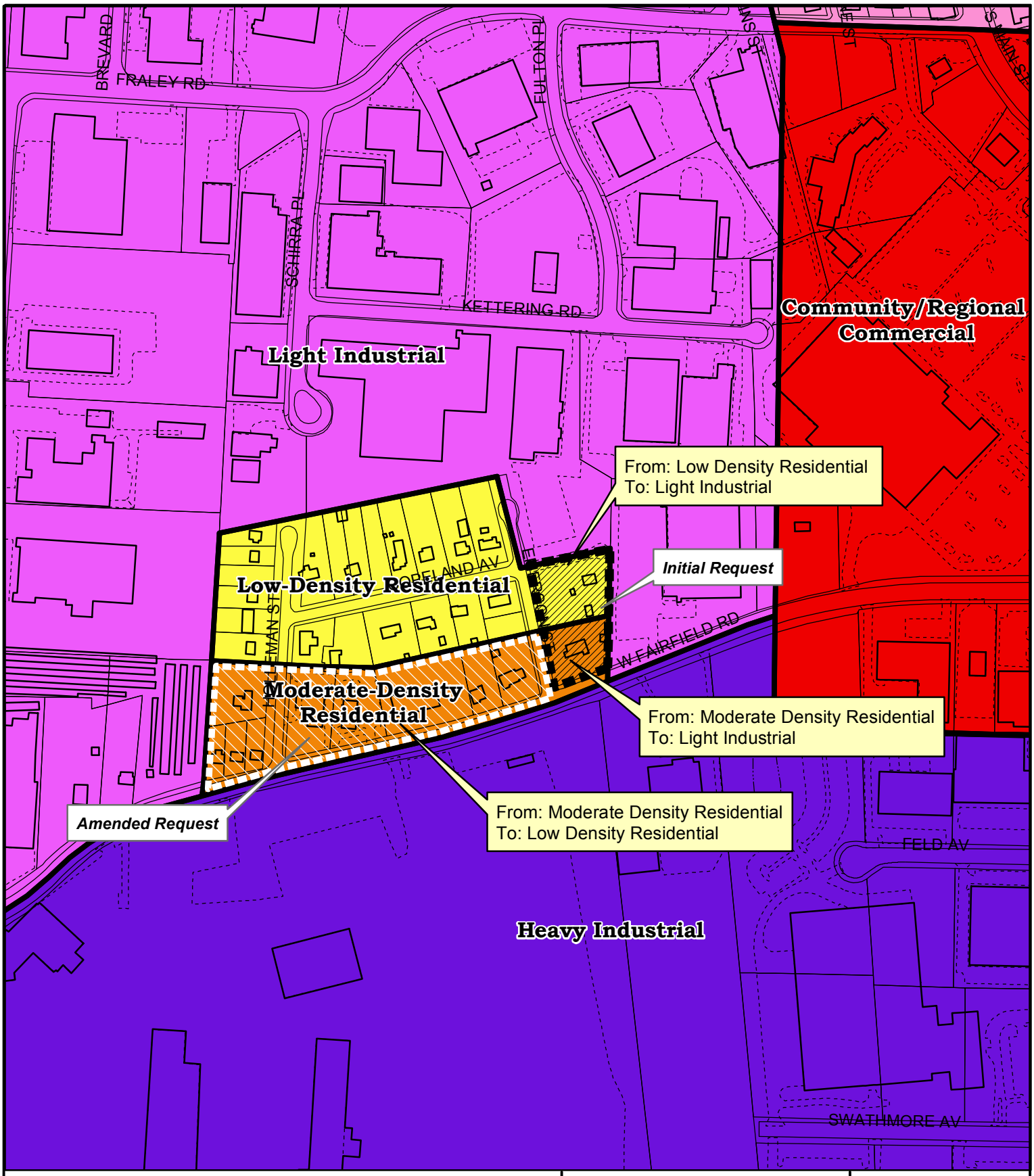
Required Action

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 Heidi H. Galanti, AICP, Planning Services Administrator and reviewed by Robert Robbins AICP, Development Services Administrator and Lee Burnette AICP, Director.



PLAN AMENDMENT PA16-03

Request - From: Low Density Residential and Moderate Density Residential
To: Light Industrial and Low Density Residential

Existing Land Use Plan
Subject Property Boundary

Planning & Development Department

City of High Point

Date: May 24, 2016

N

Scale: 1"=400'
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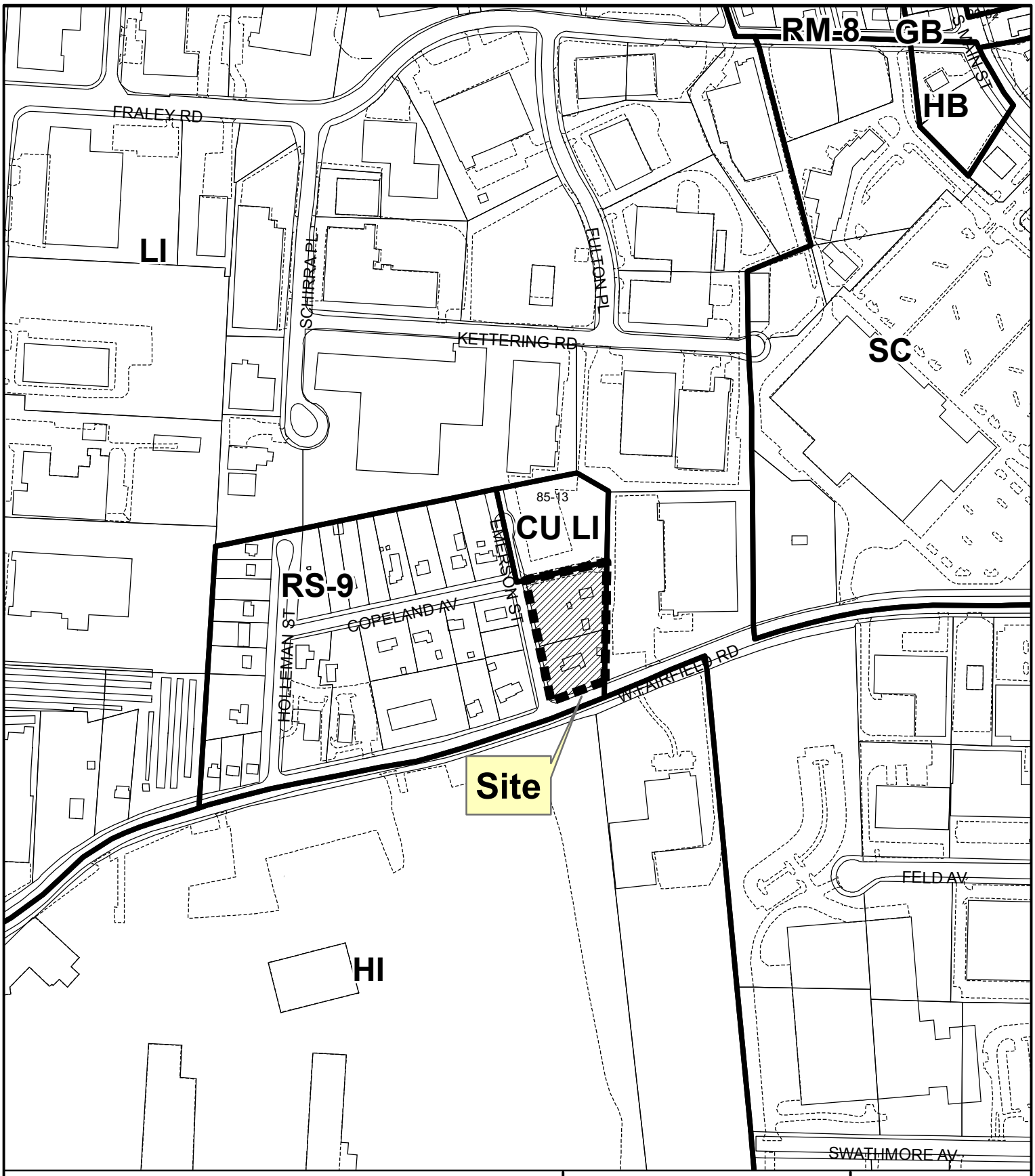

ZONING MAP AMENDMENT ZA16-10

From: Residential Single Family-9
To: Conditional Zoning Light Industrial

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

Planning & Development Department

City of High Point

Date: May 24, 2016

N

Scale: 1"=400'

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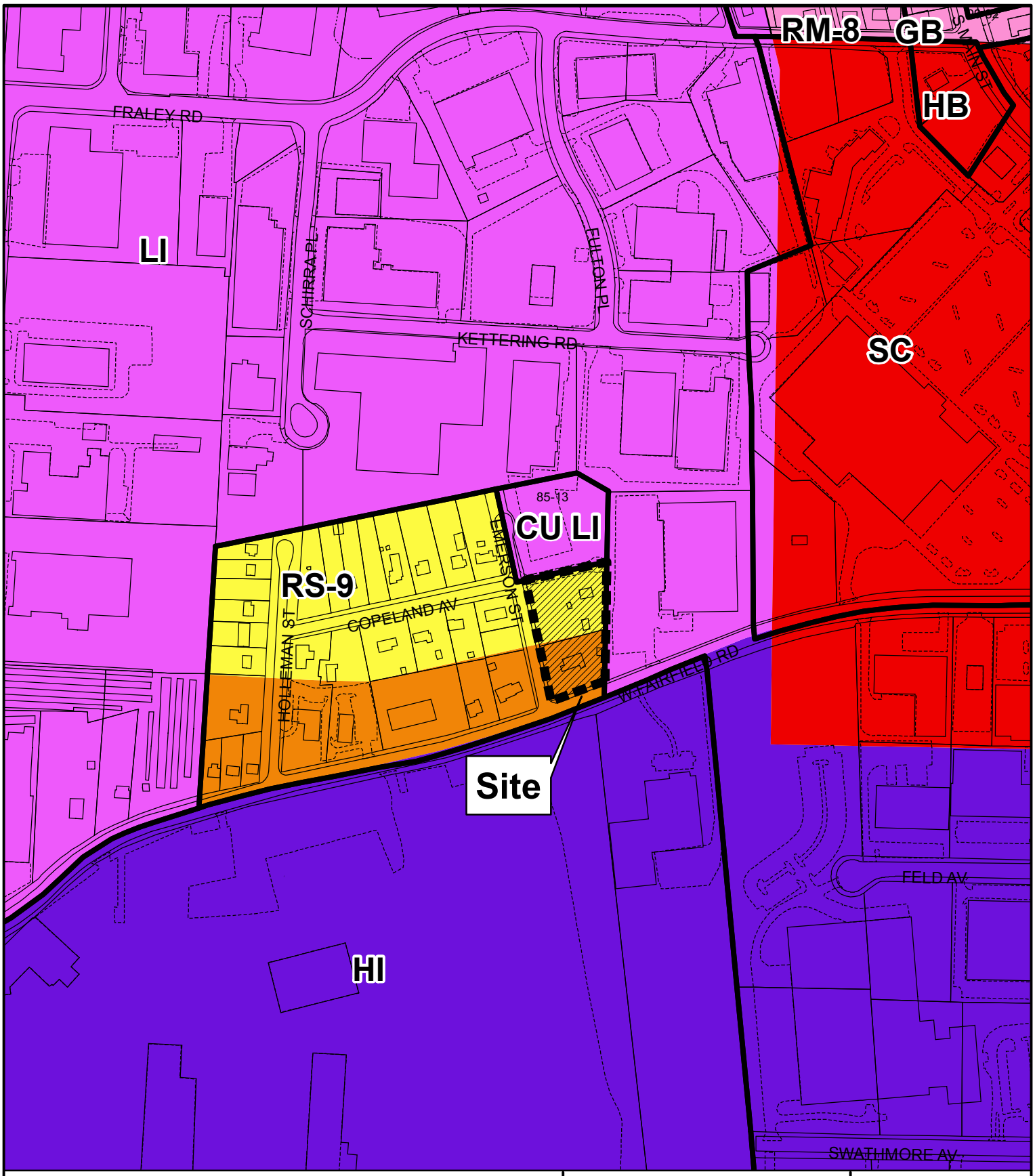

ZONING MAP AMENDMENT ZA16-10

Land Use Plan

- Low-Density Residential
- Moderate-Density Residential
- Community/Regional Commercial
- Light Industrial
- Heavy Industrial

Planning & Development Department

City of High Point

Date: May 24, 2016

N

Scale: 1"=400'

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ZONING MAP AMENDMENT ZA16-10

Topography

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

Planning & Development Department

City of High Point

Date: May 24, 2016

N

Scale: 1"=400'

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ZONING MAP AMENDMENT ZA16-10

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 May 24, 2016 and before the City Council of the City of High Point on June 20, 2016 regarding **Zoning Case 16-10** a proposed amendment to the Official Zoning Map of the "City of High Point Development Ordinance";

WHEREAS, notice of the public hearings were published in the High Point Enterprise on May 15, 2016, for the Planning and Zoning Commission public hearing and on June 8, 2016 and June 15, 2016, 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 June 20, 2016.

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 Light Industrial (CZ-LI) District.** The property is approximately 1.78 acres and lying north of W. Fairfield Road and east of Emerson Street (506 W. Fairfield Road and 559 Emerson Street). The property is also known as Guilford County Tax Parcels 0179382 and 0179390.

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 Light Industrial (LI) District and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the LI District and the specific conditions listed in this ordinance.

Part II. CONDITIONS:

A. Landscaping, Buffers and Screening: A minimum 20-foot wide Type C planting yard and a minimum 5-foot high opaque fence shall be installed along the Emerson Street frontage of the zoning site. The opaque fence shall be installed within the interior of the site behind the planting yard.

B. Transportation Conditions.

1. Access: Access to Emerson Street shall be restricted to the existing private drive (abandoned Copeland Avenue) lying at the northern boundary of the zoning site.

2. Other Transportation Conditions: The City of High Point Director of Transportation shall approve the exact location and design of all access points. 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 that are required to be approved by the City of High Point.

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

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

SECTION 6.
This ordinance shall become effective upon the date of adoption.
____th day of June, 2016.

Lisa B. Vierling, City Clerk

Citizens Information Meeting Report
City of High Point
Zoning Case 16-10

Submitted by:
Samet Corporation
Brian Hall

Citizen Information Meeting Report
May 5, 2016
5:00-6:00 PM

Meeting Time and Place –

May 5, 2016
550 W. Fairfield Rd.
High Point, NC

Attending the Meeting –

Neighbors

Latrelle Batten
Truckers Williams
Terry McDowell
Thomas Wiley
Joann Wiley
Shirleen Williams
Gerald Williams
Tom Lowe

Presenters

Brian Hall – Samet Corporation
Jon Paul Wright – Slane Hosiery Mill

The handwritten sign in sheet is attached to this report and is labeled Attachment 1

Notification Letter

A letter was mailed on Tuesday April 26, 2016 to all 18 parties owning property within 300 ft of the proposed rezoning site as specified by the City of High Point Planning Department. The list of the property owners, provided by the Planning Department, to which all notices were mailed is labeled as Attachment 2 of this report. A copy of the notification letter sent on April 26, 2016 is labeled as Attachment 3 of this report.

Meeting Handouts

At the Community Information Meeting, each attendee was provided a handout by the Presenters. Each hand out contained a hard copy of the letter that was mailed to each property owner which includes a written description of the proposed development on the subject property. Also, each attendee was provided with a copy of the City's Conditional Use District Zoning Citizen Information Meetings Statement, as provided by the City of High Point's Planning Department. Displayed at the meeting was a conceptual site layout of the property being considered for rezoning.

Presentation

Brian Hall began the meeting by introducing himself as a representatives of Samet Corporation. Brian asked that all questions be held until the end of the presentation. Brian walked through the written development proposal explaining the planned development as it relates to each one of the following topics:

- The Property's History, Previous Condition & Current Condition
    - Recent Ownership Change – legally worked through Bankruptcy proceedings
    - Current Zoning Condition – Residential
    - Dilapidation, Blight and Run-down nature of use of the previous owner.
    - Clean up, investment and improvement of current owner
    - The value enhancement associated with demolishing dilapidated structures and installing new, appealing landscaping buffering the proposed parking lot.
- Proposed Access
    - W. Fairfield and private section of Copeland Ave.
- Proposed Buffering
    - Type B buffering as offered by our team, described by the development ordinance
- Traffic
    - Slane HM does not expect to increase traffic counts with this expansion
    - Slane HM does not expect to apply for any new driveway permits
    - Slane HM does plan to utilize its existing access on W. Fairfield and the now "private drive" portion of Copeland Ave as the only access points for the property.

Brian Hall then made the following points

- The conceptual plans presented at the meeting are conceptual and still a work in progress.

Questions Raised by the Attendees with responses provided by Brian Hall and JP Wright where appropriate:

- How wide will the buffer along Emerson St be?
    - Brian Hall explained that a Type B buffer is specified by the City of High Point as being 30' wide. With a fence the buffer can reduce down to 20'.
- How will traffic be addressed?
    - Brian Hall explained that overall traffic counts will not be increased as this is simply a relocation of existing parking to accommodate the expansion. The traffic pattern, with the expansion will change. As traffic currently exits the facility on Copeland, because of the design of the expansion, traffic will likely use Copeland as an entrance. This will keep truck traffic on the Slane Hosiery side of Emerson and should limit all truck traffic leaving the site to utilize the W. Fairfield Entrance
- Traffic goes really fast on W. Fairfield. Is there any way to slow traffic on W. Fairfield down?
    - Brian Hall explained that we can jointly, as neighbors, petition the City of High Point to look at speed limits, traffic lights (specifically at the Emerson St / W. Fairfield intersection), flashing caution light or other possible improvements to reduce speed along W. Fairfield, but our project can't directly address speeds of motorists on W. Fairfield.

- We are concerned about safety of our neighborhood with increased traffic?
    - Brian Hall re-iterated that traffic counts will not increase, we are not requesting any new public driveways on any public right of ways and we expect to utilize the existing access points to the property on W. Fairfield and the now private portion of Copeland Ave, as the company is currently doing. The only thing that we expect to be different is the traffic pattern. Today/Currently, truck traffic and employee traffic exit onto Copeland Ave and there is limited control of which direction they go, once they leave the facility. With the expansion, planned in the location it is, truck traffic will need to enter the site from Copeland and leave the site directly onto W. Fairfield. Of all the options to maintain our existing two access points and not create new access points, we feel like this is the best and safest traffic flow to and from the site.
- Can't you just close Copeland Ave?
    - Brian Hall explained that Copeland Ave has been closed as a public road and now is jointly owned ½ by us and ½ by our neighbor to the north. We utilize the ½ we own as a private drive, but we do not have the ability to close it or fence it off, as we only own ½ of it.
- What would you guys recommend to maintain our two entrances for safety purposes, and provide an alternate way in/out, other than along W. Fairfied? Another Driveway along Emerson St? (Brian Hall)
    - Neighbors explained that traffic stacks/backs up at the intersection of Emerson and W. Fairfield and that a new curb cut along our frontage at Emerson would only compound that problem.
    - Brian Hall commented that the plan provided with access at W. Fairfield and the closed portion of Copeland Ave appears to be the least impactful of the options available for the company to maintain two access points for safety and operational purposes.
- Can't you just place another driveway out on W. Fairfield?
    - Brian Hall explained based on the location of our existing drive, the proximity of the intersection of Emerson St., site distance requirements, approximately 250' and the distance between curb cuts that the City of High Point likes to see, we don't have adequate frontage along W. Fairfield to safely and adequately add an additional driveway on W. Fairfield.

SIGN IN SHEET

Attachment 1

Name	Phone	Email Address
Brian Hall	336 362 2026	bhall@sametcorp.com
LaTrelle Batten	336-431-0521	latrelle@mathstate.net
Tucker Williams	336 899-3258	
Jerry P. McDowell	336 434-1346	
Thomas Wiley	336 434-3680	
Joann Wiley	336 434-3680	nanajo2727@gmail.com
Shirleen Williams	336-899-6496	GiganticLoveToday@gmail.com
Gerald Williams	336-491-8422	G
Tom Lowe	336-431-2355	608 Copeland Ave

Attachment 2

550 WF LLC
3406 W WENDOVER AVE STE E
GREENSBORO NC 27407

550 WF LLC - James Hooper
3406 W WENDOVER AVE
GREENSBORO NC 27407

BATES, TITHA R
604 COPELAND AVE
HIGH POINT NC 27263

BATTEN, LATRELLE S
607 COPELAND AVE
HIGH POINT NC 27263

CLEMENTS GEORGE BUILDING INC
3031 S MAIN ST
HIGH POINT NC 27263

DOBBINS, ROSA MORRIS
602 W FAIRFIELD RD
HIGH POINT NC 27263

GARNER, EVA T
600 COPELAND AVE
HIGH POINT NC 27263

H F REALTY LLC
PO BOX 128
HICKORY NC 28603

HHG REAL PROPERTY LLC
1925 EASTCHESTER DR
HIGH POINT NC 27265

HILL, CALVIN R JR ; HILL, DEBRA R
613 HASTY HILL RD
THOMASVILLE NC 27360

IQBAL, JAWAID ; IQBAL, SHAHEEN
600W FAIRFIELD RD
HIGH POINT NC 27263

LOWE, THOMAS D
608 COPELAND AVE
HIGH POINT NC 27263

MCDOWELL, TERRY R ; MCDOWELL, MARGIE M
602 COPELAND AVE
HIGH POINT NC 27263

MPC/FR PROPERTY LLC
551 W FAIRFIELD RD
HIGH POINT NC 27264

THOMAS BUILT BUSES INC
1408 COURTESY RD
HIGH POINT NC 27260

TURGEONZ LLC
612W FAIRFIELD RD
HIGH POINT NC 27263

WILLIAMS, TUCKER E
603 COPELAND AVE
HIGH POINT NC 27263

Attachment 3

SAMET CORPORATION

Building Structures.
Building Relationships.

April 28, 2016

Dear Neighbor,

The purpose of this letter is to notify you of a citizen information meeting being held concerning a request for rezoning the 1.82 +/- acre parcel at the NE corner of the intersection of W. Fairfield Road and Emerson Street (as shown on the enclosed maps). The meeting will be held at 550 W. Fairfield Drive on Wednesday May 4th at 5:00pm.

Samet Corporation has been hired as the design builder to construct an expansion to the existing facility located at 550 W. Fairfield road. In order to accommodate this expansion at 550 W. Fairfield, we are requesting to rezone the two parcels located at 559 Copeland Ave and 560 W. Fairfield from RS9 to CU-LI. This rezoning will allow us to replace a parking area that will be needed, as we expand the facility located at 550 W. Fairfield. When we expand the building at 550 W. Fairfield, we will expand the building into the current parking area of the facility. Our intention is to replace this lost parking area, with new parking area to be located on the two parcels subject to this rezoning. We intend to install a type "B" planting/buffer yard along the Emerson St. frontage to provide a medium density screen between this new parking area and the adjacent, neighboring properties.

At the citizen's information meeting, you will be able to meet with me, learn more about our plans and our approach to this project, as well as ask any questions concerning this important project. Samet Corporation has a 55 year history of developing and constructing top quality projects in the City of High Point. We will utilize our experience and best practices to complete this project in accordance with our core values of Service, Quality, Innovation, Trust and Safety – The Samet Way.

Enclosed is a required statement provided by the High Point Planning & Development Department, outlining the purpose of the citizen's information meeting and the zoning process.

Please feel free to reach out to me, if you are unable to attend and I'll be pleased to answer any questions you may have. My direct phone number 336-544-2643. I look forward to seeing you on Wednesday, May 4th at 5pm.

Thank you,

Brian Hall, LEED AP BD+C
Preconstruction Project Manager II

309 Gallimore Dairy Road
Suite 102
Greensboro, NC 27409

PO Box 8050
Greensboro, NC 27419
(336) 544-2600

5605 Carnegie Boulevard
Suite 310
Charlotte, NC 28209
(704) 697-2125

www.sametcorp.com

CITY OF HIGH POINT
AGENDA ITEM

Title: Russell Substation Equipment-Bid #60-051916

From: Garey S. Edwards, Electric Utilities Director

Meeting Date: June 20, 2016

Public Hearing: N/A

Advertising Date / Advertised By: N/A

Attachments: Attachment A: Southeastern Engineers Bid Recommendation
Attachment B: City Bid Tabulation

PURPOSE:
Converting/upgrading Russell Substation from 69 kV to 100 kV.

BACKGROUND:
The Russell Substation upgrade has been scheduled in our Capital Improvement Plan (CIP) as part of the conversion of the old 69 kV system to the new 100 kV system. The current equipment is approximately 40 years old. The equipment purchased in Bid 60-051916 is for circuit breakers and relay panels required for the upgrade.

BUDGET IMPACT:
Funds are included in the 2015-16 budget to cover this project.

RECOMMENDATION / ACTION REQUESTED:
Council is requested to approve the contract for Bid No. 60 to Siemans Industry, Inc. in the amount of $143,670.00 for Russell Street substations upgrades.

NORTH CAROLINA'S INTERNATIONAL CITY™

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Electric

COUNCIL AGENDA DATE: 6/20/2016

BID NO.: 60-051916 CONTRACT NO.: DATE OPENED: 5/19/2016

DESCRIPTION:

Circuit breakers for the Russell Substation upgrade/conversion.

PURPOSE:

The Russell Substation upgrade has been scheduled in our Capital Improvement Plan (CIP) as part of the conversion of the old 69 kV system to the new 100 kV system.

COMMENTS:

Award to Siemans Industry, Inc. for the circuit breakers in the amount of $143,670.00. The relay panels were awarded to Schweitzer Engineering Laboratories, Inc. for $85,800.00 as an informal contract.

RECOMMEND AWARD TO: Siemans Industry Inc AMOUNT: $143,670.00

JUSTIFICATION:

Funds are included in the 2015-16 budget to cover this project.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
631799	533701	631131021705	40202	$143,670.00
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: Garey S Edwards Digitally signed by Garey S Edwards DN: cn=Garey S Edwards, o=City of High Point, ou=Electric, email=garey.edwards@highpointnc.gov, c=US Date: 2016.06.07 09:09:15 -04'00' DATE: 6/07/2016

The Purchasing Division concurs with recommendation submitted by the Electric Dept. and recommends award to the lowest responsible, responsive bidder Siemens Industry Inc in the amount of $ 143,670.00.

PURCHASING MANAGER: Erik S. Conti Digitally signed by Erik S. Conti DN: cn=Erik S. Conti, o, ou, email=erik.conti@highpointnc.gov, c=US Date: 2016.06.07 11:11:01 -04'00' DATE: Jun 7, 2016

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=jeff.moore@highpointnc.gov, c=US Date: 2016.06.10 11:04:37 -04'00' DATE: Jun 10, 2016

CITY MANAGER: Greg Demko Digitally signed by Greg Demko DN: cn=Greg Demko, o=High Point, ou=High Point, email=greg.demko@highpointnc.gov, c=US Date: 2016.06.10 12:44:35 -04'00' DATE: Jun 10, 2016

Southeastern Consulting Engineers, Inc.

June 3, 2016

Mr. Garey Edwards, PE
City of High Point
P.O. Box 230
High Point, North Carolina 27261

Ref.: Russell Substation Equipment

Dear Garey:

The City received sealed proposals for circuit breakers and relay panels that will be installed at the City's Russell Substation. Each bid was reviewed for compliance with the technical specifications and purchase price. Based on the preceding factors the following vendors submitted the lowest responsive and compliant bid:

Schedule I – 15 kV Circuit Breakers

Siemens Industry, Inc.
7000 Siemens Road
Wendell, NC 27591
Order # SF16995127

Description	Quantity	Unit Price	Total Price
SDV-SE-15.5kV-20kA-2000A	2	$16,915.00	$33,830.00
SDV-SE-15.5kV-20kA-1200A	8	$13,730.00	$109,840.00
		Total	**$143,670.00**

Schedule II – Relay Panels

Schweitzer Engineering Laboratories, Inc.
2530 NE Hopkins Court
Pullman, WAS 99163
Proposal # SELMX16-0707

Total Lump Sum Bid $85,800
Delivery 16 weeks

We recommend that the City accept the proposals submitted by the Vendors above. If you have any questions, please do not hesitate to contact us.

600 MINUET LANE P.O. BOX 240436 CHARLOTTE, NC 28224
PHONE: (704) 523-6045 FAX: (704) 523-8317

BID TABULATION
Relay Panels and Circuit Breakers
BID #60-051916

Vendor	Total Schedule I:Circuit Breakers	Total Schedule II: Relay Panels	ARO
ABB Inc	$162,450.00	NA	20 Weeks
Electrical Power Products Inc	NA	$88,796.00	14 Weeks
Keystone Electrical Mfg Co	NA	$89,521.17	84-98 Days
Schweitzer Engineering Lab Inc	NA	$85,800.00	112 Days
Siemens Industry Inc	$143,670.00	NA	98 or 112 Days