City of High Point

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

Meeting Agenda

Monday, June 17, 2019

5:30 PM

Council Chambers

City Council

Jay W. Wagner, Mayor
Jason P. Ewing, Mayor Pro Tem
Jeffrey J. Golden, S. Wesley Hudson,
Victor A. Jones, Britt W. Moore,
Monica L. Peters, Donald A. Scarborough, Christopher Williams

ROLL CALL, PRAYER, AND PLEDGE OF ALLEGIANCE

RECOGNITIONS AND PRESENTATIONS

2019-261 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.

2019-262 Presentation - ElectriCities Award
ElectriCities CEO Roy L. Jones will present the City of High Point with the 2018 Public Power Award of Excellence.

2019-288 Proclamation - Homeownership Month
Mayor Wagner will present a proclamation to the Community Housing & Development Staff recognizing June as Homeownership Month.

REGULAR AGENDA ITEMS

FINANCE COMMITTEE - Council Member Moore, Chair

2019-263 Agreement - Samet Corporation - New High Point Police Department
City Council is requested to approve an agreement with Samet Corporation (CMAR) in the amount of $132,345.00 for preconstruction services for the new High Point Police Department and Communication Center.

Attachments: 1. SAMET Agreement - Preconstruction - HPPD

2019-281 Contract - School Resource Officer Program - The Board of Education of Guilford County
City Council is requested to approve a contract with The Board of Education of Guilford County for eight (8) school resource officers (SRO Program). The Board of Education Board shall reimburse the City in the amount of $532,240.00 for the salaries and equipment of the officers assigned to the SRO Program.

Attachments: 9. SCHOOL RESOURCE OFFICER

2019-282 Agreement - Kimley Horn & Associates - Transportation Study
City Council is requested to approve a professional consulting services agreement with Kimley Horn & Associates to perform a transportation study for the High Point Metropolitan Planning Organization (HPMPO).

Attachments: 10. TRANSPORTATION STUDY HPMPO

2019-264 Contract - Breece Enterprises - Water & Sewer Maintenance
City Council is requested to award a contract to Breece Enterprises, Inc in the amount of $606,300.00 for water and sewer utility repair and maintenance.

Attachments: 2. BREECE Water Sewer Sched Maint

2019-265 Contract - Seaboard Group - SCADA Control System
City Council is requested to approve a Remedial Action Contractor Services Agreement with Seaboard Group II and RoviSys Company in the amount of $317,460. The agreement will be a 75/25 split with the City portion 25%.

Attachments: 5. Agreement - RoviSys - SCADA Control System

2019-266 Contract - Paymentus - Change Order 1
City Council is requested to approve change order No. 1 to Paymentus (electronic payment vendor) to increase the original contract from $335,000 to $435,000. Increase is due to higher than anticipated transaction costs.

Attachments: 4. PAYMENTUS Electronic Payments

2019-267 Ordinance - Budget Amendment - High Point Market Authority
City Council is requested to approve a budget amendment to increase the Market Authority revenue budget in the amount of $112,000. This increase will recognize additional Occupancy Tax and Showroom Tax collections and enable the funds to be transferred to the Market Authority.

Attachments: 5. MARKET AUTHORITY- Budget Amendment

2019-268 Ordinance - Budget Amendment - Insurance Reserve Fund
City Council is requested to approve a budget amendment in the amount of $100,000 to increase appropriations for the Insurance Reserve Fund due to increased employee premiums paid and expenses for healthcare and dental care claims.

Attachments: 6. INSURANCE RESERVE - Budget Amendment

2019-269 Ordinance - Budget Amendment - Refunding Bonds
City Council is requested to approve a budget ordinance to provide appropriations to record the
refinancing of the 2010B Revenue Bonds.

Attachments: 7. REVENUE BONDS REFUNDING

2019-270 Resolution - Findings and Determinations - General Obligation Bonds
City Council is requested to approve a resolution making certain findings related to the authorization and issuance of $50 million General Obligation Bonds (GOB) pursuant to a bond referendum to be held November 5, 2019 and filing of an application for said bonds with the Local Government Commission.

Attachments: 8. FINDINGS & DETERMINATIONS

2019-283 Resolution - City of High Point/Forsyth County - Tax Collection
City 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 2019 taxes and for the collection of 2018 and prior years' taxes by the Forsyth County Tax Administration office for areas of High Point located in Forsyth County.

Attachments: Forsyth County TaxCollection 2019

PENDING ITEMS

2018-169 Amendment to License Agreement - Cingular Wireless PSC, LLC (AT&T)
City Council is requested to approve an Amendment to the License Agreement with Cingular Wireless PCS, LLC (AT&T) which allows the location of communication equipment at the City's Ward Water Plant; and authorize the City Manager to execute the agreement.

Attachments: 7. Amendment to Lease Agreement - Crown Castle

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

2019-272 Resolution - Authorization to Convey Property
City Council is requested to adopt a Resolution authorizing the conveyance of properties at 3910 Kim Drive, 818 Mobile Street, 815 Mobile Street, to Housing Consultants Group (HCG) for the purposes of selling the properties at a negotiated price to income eligible buyers.

Attachments: Authorization to sell NSP_HOME Properties

PLANNING & DEVELOPMENT COMMITTEE - Council Member Williams, Chair

2019-273 Resolution of Intent - Annexation 19-05
Approval of a Resolution of Intent that establishes a public hearing date of Monday, July 15, 2019 at 5:30 p.m. to consider a voluntary contiguous annexation of an approximate 12.6-acre parcel lying approximately 2,100 feet north of the intersection of Skeet Club Road and Birchgarden Drive, at the northern terminus of Village Springs Drive. The property is also known as Guilford County Tax Parcels 169942.

Attachments: Resolution of Intent AN-19-05 (1)

2019-274 Right of Way Encroachment RE-19-0010 - Huntington Furniture Industries Inc.
A request by Huntington Furniture Industries Inc for a 2.47 square foot encroachment to install a portion of a railing and stair within the E. Green Drive right-of-way.

Attachments: Staff Report (RE-19-10) FULL

2019-275 Right of Way Encroachment RE-19-0011 - Verizon Wireless
A request by Verizon Wireless to replace five (5) existing City of High Point poles with small-cell concealed poles and add one (1) new small-cell

concealed pole within the Meeting Way, Piedmont Parkway, and Mendenhall Oaks Parkway rights-of-way.

Attachments: Staff Report (RE-19-0011) FULL

PUBLIC HEARINGS - Planning & Development Committee

2019-276 Ordinance - Annexation 19-03 - City of High Point
A request by the City of High Point to consider a voluntary contiguous annexation of an approximate 0.48-acre parcel lying along the south side of Kivett Drive, approximately 275 feet west of Kersey Valley Road. The property is also known as Guilford County Tax Parcel 161079.

Attachments: Staff Report AN-19-03 (1)

2019-277 Ordinance - Zoning Map Amendment 19-08 - City of High Point
A request by the City of High Point to rezone approximate 176 acres from the Residential Single Family-5 (R-5) District and the Agricultural/Rural (AGR) District to the Heavy Industrial (HI) District. The site consists of multiple parcels lying along both sides of Kersey Valley Road, south of Kivett Drive, east of Jackson Lake Road and approximately 360 feet west of Danlee Road. Approval of this rezoning request is contingent upon City Council approval of a voluntary annexation request.

Attachments: Staff Report (ZA-19-08) (1)

2019-278 Special Use 19-01 - City of High Point
A request by the City of High Point to allow a Major Landfill on approximately 176 acres in the Heavy Industrial (HI) District. The site consists of multiple parcels lying along both sides of Kersey Valley Road, south of Kivett Drive, east of Jackson Lake Road and approximately 360 feet west of Danlee Road.

Attachments: Staff Report SU-10-01 (1)

GENERAL BUSINESS AGENDA

2019-280 Reappointment - Board of Adjustment - Nho Bui and Matt Witmeyer
City Council is requested to confirm the reappointment of Nho Bui and Matt Witmeyer to the Board of Adjustment. This appointment will be effective immediately and will expire July 1, 2022.

Attachments: ReAppointment to BOA _Nho Bui & Matt Witmeyer

2019-285 Appointment - Historic Preservation Commission
City Council is requested to confirm the appointment of Brenda Stewart and Holly Davis to the Historic Preservation Commission. Ms. Stewart's appointment will be effective immediately and will expire on 7/1/2021. Ms. Davis' appointment will be effective 7/1/2019 and will expire 7/1/2022.

Attachments: HPC Appointments

2019-286 Appointment - Planning & Zoning Commission
City Council is requested to confirm the appointment of Thaddeus Juszczak to the Planning & Zoning Commission. Mr. Juszczak's appointment will be effective 7/1/2019 and will expire on 7/1/2022.

Attachments: P_Z Appointment

2019-287 Reappointment/Appointment - Theatre Advisory Board
City Council is requested to confirm the reappointment of Ken Mickey and the appointment of Leslie Graham to the Theatre Advisory Board. The appointments will be effective immediately and will expire 6/1/2022.

Attachments: Theatre Advisory Board Appointments

2019-279 Minutes To Be Approved
Special Meeting of Council (Budget Work session); Wednesday, May 29th @ 3:00 p.m.
Finance Committee Meeting Thursday, May 30th @ 4:00 p.m.
Regular Meeting of Council; Monday, June 3rd @ 5:30 p.m.
Community Housing, Neighborhood Development, & Public Safety Committee Meeting; Tuesday, June 4th @ 10:00 a.m.
Prosperity & Livability Committee Meeting; Wednesday, June 5th @ 9:00 a.m.

Attachments:
1. May 29 2019 Special Meeting Minutes
2. May 30 2019 Finance Committee Minutes
3. June 3 2019 High Point City Council Minutes
4. June 4 2019 CH ND & PS Committee Minutes
5. June 5 2019 Prosperity and Livability Committee Minutes

ADJOURNMENT

CITY OF HIGH POINT
AGENDA ITEM

Title: Budget Ordinance Amendment – Refunding Bonds

From: Bobby D. Fitzjohn, Financial Services Director

Meeting Date: June 17, 2019

Public Hearing: No

Advertising Date / N/A
Advertised By: -

Attachments: Amendment Refunding Revenue Bonds 2019

PURPOSE:
To amend the Water and Sewer Fund budget to provide appropriations in the amount of $17,659,405 to record the June 2019 revenue bond issue to refinance the Series 2010B Revenue Bonds.

BACKGROUND:
In April 2019 the City proposed to sell up to $54.5 million in fixed interest Revenue Bonds in June 2019, to refinance approximately $17.5 million water and sewer revenue bonds issued in 2010 to a lower interest rate, and to issue approximately $37 million to fund additional water and sewer projects approved by City Council and that are currently under contract or substantially complete.

On June 5, 2019 the City sold the Series 2019 revenue bonds of approximately $47.6 million with a true interest cost of 2.58% over their 25-year term. Refunding the Series 2010B Revenue Bonds resulted in cash flow savings of $1,110,100 over their remaining term. The bonds are expected to close on or about June 19.

BUDGET IMPACT:
Savings from refunding the Series 2010 Revenue Bonds will offset debt service costs spread over the remaining term.

RECOMMENDATION / ACTIONS REQUESTED:
City Council is requested to approve the attached budget ordinance to provide appropriations to record the refinancing of the 2010B Revenue Bonds.

"AN ORDINANCE AMENDING THE 2018-2019 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS IN CONNECTION WITH REFUNDING BONDS

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

Section 1. The City of High Point engaged and completed the Series 2019 Combined Enterprise System Revenue Refunding Bonds during the fiscal year 2018-2019. Current governmental accounting standards require the refunding activities be recorded in the financial records in addition to the City's financial disclosures.

Section 2. In order to appropriate these funds, the 2018-2019 Budget Ordinance of the City of High Point, should be amended as follows:

(A) That the following additional sources were received and be amended as follows:

Water & Sewer Fund-Refunding Bond Proceeds	$17,659,405

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

Payment to Trustee for Refunding Bonds	$17,512,495
Legal and fiscal charges	146,910
	$17,659,405

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 _____

FINANCE COMMITTEE
Chaired by Council Member Moore
Members: Moore, Hudson, Ewing, and Jones
May 30, 2019 – 4:00 p.m.
3rd Floor Lobby Conference Room

Present (3): Chairman Britt Moore, Committee Member Wesley Hudson, and Committee Member Victor Jones

Absent (1): Committee Member Jason Ewing

Staff Present:

Randy McCaslin, Deputy City Manager; Randy Hemann, Assistant City Manager, Eric Olmedo, Managing Director; Laura Altizer, Budget and Performance Manager; Tyler Berrier, Assistant Director of Electric Department; Robby Stone, Assistant Director of Public Services; Nawfal Shujaa, Project Engineer; Bobby Fitzjohn, Director of Financial Services; Jeron Hollis, Communications and Public Engagement Director; JoAnne Carlyle, City Attorney; Kim Thore, Right-of-Way Coordinator; Roslyn McNeill, Budget Analyst; Lisa Vierling, City Clerk; and Mary S. Brooks, Deputy City Clerk

Chairman Moore called the meeting to order at 4:03 p.m.

2019-232 **<u>Contract - MobileDoc - Fire Department Employees</u>**

Council is requested to award an agreement for a services contract to MobileDoc Medical Services to include on-site/as needed physicals for the Fire Department employees in the amount of $98,000.

Assistant Fire Chief Tim Wright advised this contract with MobileDoc is for medical services to include on-site/as needed physicals for the Fire Department which are conducted on schedules as needed to ensure employees are medically cleared to perform their duties. He noted that MobileDoc is very well-informed on the standards that are required and are able to certify the results.

A motion was made by Chairman Moore, seconded by Committee Member Hudson, that this matter be recommended for approval and placed on the June 3, 2019 City Council consent agenda. The motion carried by the following unanimous 3-0 vote:

Aye (3): Chairman Moore, Committee Member Hudson, and Committee Member Jones

Absent (1): Committee Member Ewing

2019-233 Resolution - High Point University - Radio Donation

Council is requested to adopt a resolution approving the donation of sixty (60) surplus radios to High Point University that were slated to be sold on the GovDeals online auction service.

Eric Olmedo, Managing Director, explained that High Point University approached the city about the possibility of acquiring these surplus radios. He noted that these 60 handheld radios were slated to be sold on the GovDeals website through an online auction; however, it was determined that the city would make a donation to High Point University in the spirit of cooperation. The university has been made aware that they will need to contract directly with Guilford County and pay a per radio fee to use these units on the Guilford County Radio network. The estimated value of the handheld unit id $3,269 based on previous GovDeals online auction pricing.

Chairman Moore questioned why these radios are surplus to the city, but usable to the university. Mr. Olmedo replied the radios have less intensive uses than what our police officers use. City Manager Greg Demko pointed out they won't be used on the city's communication system.

Mr. Olmedo reported that this required a 5-day posting notice and it was posted on the Electronic Board in the 3rd Floor Lobby.

A motion was made by Chairman Moore, seconded by Committee Member Jones, that this matter be recommended for approval and placed on the June 3, 2019 City Council consent agenda. The motion carried by the following unanimous 3-0 vote:

Aye (3): Chairman Moore, Committee Member Hudson, and Committee Member Jones

Absent (1): Committee Member Ewing

2019-234 Change Order - J&J Underground Utilities

Council is requested to approve a change order to the J&J Underground Utilities contract in the amount of $197,869 to close the project and process final payment to the vendor for work performed under the contract for boring conduits for primary power in the Carol Bay subdivision.

Tyler Berrier, Assistant Director of Electric Utilities, explained that the underground cable in the Carol Bay subdivision has reached the end of its service life as most of the cable was installed as underground in the early 1980s. After several attempts by city staff, the Electric Utilities Department was unable to install conduits by digging due to the large rock quantifies. Approximately 1,673 linear feet of rock was encountered during construction resulting in the overrun for this bid item. Mr. Berrier advised that this change order will close out the project and allow the electric Utilities department to process final payment to the selected vendor for work performed under the contract for boring conduits for primary power in the Carol Bay subdivision.

A motion was made by Committee Member Hudson, seconded by Committee Member Jones, that this matter be recommended for approval and placed on the June 3, 2019 City Council consent agenda. The motion carried by the following unanimous 3-0 vote:

Aye (3): Chairman Moore, Committee Member Hudson, and Committee Member Jones

Absent (1): Committee Member Ewing

2019-235 Contract - Guy M. Turner, Inc. - Crane & Rigging Services

Council is requested to award a contract to Guy M. Turner, Inc. to establish unit pricing for Crane and Rigging work on an as needed basis. These prices will be locked in for three years with options for additional years of renewal if agreeable with vendor.

Tyler Berrier, Assistant Director of Electric Utilities, advised that the Electric Department solicited bids to establish unit pricing for crane and rigging work that will allow for quick utilization of crane services when needed. He pointed out this contract will only establish unit price cost and noted emergency mobilization was also included in the contract. He explained that these prices will be locked in for three years with options for additional years of renewal if agreeable with the vendor. The Electric Department is recommending award of a contract to Guy M. Turner for crane and rigging services.

A motion was made by Committee Member Jones, seconded by Committee Member Hudson, that this matter be recommended for approval and placed on the June 3, 2019 City Council consent agenda. The motion carried by the following unanimous 3-0 vote:

Aye (3): Chairman Moore, Committee Member Hudson, and Committee Member Jones

Absent (1): Committee Member Ewing

2019-236 Contract - On-Call Professional Services - Supervisory Control & Data Acquisition Systems (SCADA) & Integration Support - Piedmont Automation/ Citi, LLC/ Revere Control Systems/ Lord & Co

Council is requested to award Master Professional Service Agreements for SCADA Design & Integration Support with four (4) firms: Piedmont Automation, CITI LLC, Revere Control Systems and Lord & Co to provide professional services for Public Services facilities control systems such as Wastewater, Water Treatment, Material Recovery Facility, as well as all remotely controlled located systems.

Terry Houk, Director of Public Services, advised that the city's plants are fully automated and although staff feels there are resources internally for this, staff is very limited as to the time required. Staff would like to establish an on-call service contract with multiple firms that can be utilized as needs arise related to SCADA design and integration. Public Services is recommending the award of Master Professional Service Agreements for SCADA Design & Integration Support with the following four (4) firms to provide professional services for Public Services facilities control systems such as Wastewater Treatment, Water Treatment, Material Recovery Facility, as well as remotely controlled located systems.

1. Piedmont Automation
2. CITI LLC
3. Revere Control Systems
4. Lord & Co.

A motion was made by Chairman Moore, seconded by Committee Member Hudson, that this matter be recommended for approval and placed on the June 3, 2019 consent agenda. The motion carried by the following unanimous 3-0 vote:

Aye (3): Chairman Moore, Committee Member Hudson, and Committee Member Jones

Absent (1): Committee Member Ewing

2019-237 **Contract - Ward WTP Caustic & Alum Pump Replacement - Brushy Mountain Builders**

Council is requested to award a contract to Brushy Mountain Builders in the amount of $245,000 to demolish the existing alum and caustic chemical feed system at the Ward Water Plant and to replace the pumps, valves, accessories and related electrical and control work. The project also includes the rehabilitation and coating application of both the caustic and alum containment areas.

Terry Houk, Director of Public Services, advised that staff solicited bids for replacement and installation of pumps, etc... because of age, added maintenance, and difficulty in locating replacement parts. He noted that this includes all conduits, plumbing, electrical conduit and instrument control work and includes the rehabilitation and coating application of both the caustic and alum containment areas needed to install a new chemical feed system. Staff is recommending award of the contract to Brushy Mountain Builders, Inc. in the amount of $245,000.00.

A motion was made by Chairman Moore, seconded by Committee Member Hudson, that this matter be recommended for approval and placed on the June 3, 2019 City Council consent agenda. The motion carried by the following unanimous 3-0 vote:

Aye (3): Chairman Moore, Committee Member Hudson, and Committee Member Jones

Absent (1): Committee Member Ewing

2019-238 **Contract - TransLōc, Inc.**

Council is requested to award an amended contract to TransLōc, Inc. in the amount of $94,400 for access to the real-time bus information platform for the City's Hi-Tran buses.

Angela Wynes, Transit Manager, advised this platform provides the public real-time information on bus arrival and departure information and provides a management platform to provide system-side announcements and instant replay viewer to address vehicle issues or customer concerns. She explained it was initially for $90,000, but two new buses were added bringing the amount to $94,400. Staff recommends approval of the amended contract to TransLōc, Inc. in the amount of $94,400.

A motion was made by Committee Member Hudson, seconded by Committee Member Jones, that this matter be recommended for approval and placed on the June 3, 2019 City Council consent agenda. The motion carried by the following unanimous 3-0 vote:

Aye (3): Chairman Moore, Committee Member Hudson, and Committee Member Jones

Absent (1): Committee Member Ewing

2019-239 **Resolution - Revised Reimbursement Agreement - BSC Holdings, Inc.**

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

Deputy City Manager Randy McCaslin advised that in September 2017, Council approved a reimbursement agreement with Barry Segal (BSC Holdings, Inc.) for his development off of Sandy Ridge Road and at that time, they were working purely with an engineering estimate. At that time, the estimate to extend the sewer line from the city's outfall to the new development was $358,000 and the city agreed to reimburse Mr. Segal for that. Since that time, bids were solicited and received and the costs are now over $220,000 more than the reimbursement agreement allows. Mr. McCaslin noted the amount budgeted in the Capital Improvement Project for this project is $500,000 and after negotiations with the developer, staff is recommending Council approve the amendment to the Reimbursement Agreement with BSC Holdings, Inc. up to $500,00 with the developer responsible for all of the costs. Staff anticipates the additional amount for the project will be another $100,000 to $200,000 and reiterated that the developer would be responsible for all the costs.

Chairman Moore asked what documentation would be required from the developer to prove the project was done appropriately. Mr. McCaslin explained the developer is required to submit plans, specifications, As-Built plans, and inspections are done by city staff throughout the process.

A motion was made by Committee Member Hudson, seconded by Committee Member Jones, that this matter be recommended for approval and placed on the June 3, 2019 City Council consent agenda. The motion carried by the following unanimous 3-0 vote:

Aye (3): Chairman Moore, Committee Member Hudson, and Committee Member Jones

Absent (1): Committee Member Ewing

2019-132 **Financial Software Technology Initiative- NC Treasurer's Office**

Council is requested to approve memorandums of understanding and contract documents between the and City of High Point and the North Carolina State Treasurer's Office to partner in a financial software technology initiative; and, authorize the appropriate city official to execute all necessary documents.

Eric Olmedo, Managing Director, reported that the NC Treasurer's Office approached the City of High Point regarding the possibility of partnering with them in a financial software

technology initiative that will bring a standard chart of accounts and technology to be offered to small governments within the state. He advised there would be two Memorandums of Understanding associated with the agreement: one that sets up the parameter of the project steering committee; and two, one that sets up the understanding that High Point will be the administrator for the project.

He further advised that this is a state funded project with no city money involved and noted the city's Legal Department has reviewed the agreement and agrees with it. Mr. Olmedo explained that the city will not actually use the software and that the city's role is part of the steering committee to review and vet the financial software technology.

Chairman Moore inquired about the length of the agreement and Mr. Olmedo replied the term date is 2020 but it could stretch past that date.

A motion was made by Chairman Moore, seconded by Committee Member Hudson, that this matter be recommended for approval and placed on the June 3, 2019 City Council consent agenda. The motion carried by the following unanimous 3-0 vote:

Aye (3): Chairman Moore, Committee Member Hudson, and Committee Member Jones

Absent (1): Committee Member Ewing

2019-242 **<u>Contract - High Point Convention & Visitors Bureau - 2019-2020 Annual Budget/Contract</u>**

City Council is requested to approve the annual budget for the High Point Convention & Visitors Bureau (CVB) for FY 2019-2020 and authorize the City Manager to execute contract between the High Point Convention and Visitors Bureau for FY 2019-2020.

Note: No action is needed on this matter by the Finance Committee.

Laura Altizer, Budget & Performance Manager, advised that this will be on the June 3, 2019 City Council Agenda as part of adoption of the FY 2019-2020 Annual Budget.

2019-243 **<u>International Home Furnishings Market Authority - 2019-2020 Annual Budget</u>**

City Council is requested to approve the FY 2019-2020 annual budget for the Market Authority.

Note: No action is needed on this matter by the Finance Committee.

Laura Altizer, Budget & Performance Manager, advised that this will be on the June 3, 2019 City Council Agenda as part of adoption of the FY 2019-2020 Annual Budget.

DRAFT

2019-254 **Contract Renewal - The Ferguson Group**

Council is requested to authorize the renewal of contract with The Ferguson Group (TFG) for the period of July 1, 2019 - June 30, 2020.

City Manager Greg Demko advised that the city has enjoyed a great relationship with The Ferguson Group for many years and they have done an outstanding job lobbying on behalf of the city in Washington. Staff recommends approval of the renewal of the contract with The Ferguson Group for the period of July 1, 2019 - June 30, 2020.

A motion was made by Chairman Moore, seconded by Committee Member Hudson, that this matter be recommended for approval and placed on the June 3, 2019 City Council consent agenda. The motion carried by the following unanimous 3-0 vote:

Aye (3): Chairman Moore, Committee Member Hudson, and Committee Member Jones

Absent (1): Committee Member Ewing

2019-240 **Public Hearing - 2019-2020 City of High Point Annual Budget**

Monday, June 3, 2019 at 5:30 p.m. is the date and time established to receive public comments on the proposed 2019-2020 City of High Point Annual Budget.

Note: No action is needed by the Finance Committee on this item. The public hearing for the proposed FY 2019-2020 Annual Budget is scheduled for Monday, June 3, 2019 at 5:30 p.m.

2019-241 **Ordinance - City of High Point 2019-2020 Budget Ordinance and Related Documents**

City Council is requested to adopt the FY 2019-2020 Budget Ordinance for the City of High Point and associated fee schedules.

Note: No action is needed by the Finance Committee on this item. The public hearing for the proposed FY 2019-2020 Annual Budget is scheduled for Monday, June 3, 2019 at 5:30 p.m. The proposed FY 2019-2020 Annual Budget may be adopted following the public hearing.

PENDING ITEMS

2018-169 **Amendment to License Agreement - Cingular Wireless PSC, LLC (AT&T)**

City Council is requested to approve an Amendment to the License Agreement with Cingular Wireless PCS, LLC (AT&T) which allows the location of communication equipment at the City's Ward Water Plant; and authorize the City Manager to execute the agreement.

DRAFT

ADJOURNMENT

There being no further business to come before the Finance Committee, the meeting adjourned at 4:30 p.m. upon motion duly made and seconded.

Respectfully Submitted,

_____
Lisa B. Vierling, MMC
City Clerk

_____
Britt W. Moore, Chairman

DRAFT

CITY OF HIGH POINT
AGENDA ITEM

Title: Budget Amendment for High Point Market Authority

From: Laura Mason Altizer
Budget & Performance Manager

Meeting Date: June 17, 2019

Public Hearing: N/A

Advertising Date: N/A
Advertised By: N/A

Attachments: Budget Ordinance

PURPOSE:
A budget amendment is needed to recognize additional Occupancy Tax and Showroom Tax revenue received.

BACKGROUND:
The approved budget estimated that the city would collect $410,000 for Occupancy Tax collections and $1,630,000 for Showroom Tax collections in the Market Authority Fund. It appears the city will actually collect $425,000 for Occupancy Tax collections and $1,727,000 for Showroom Tax collections.

BUDGET IMPACT:
These funds are passed through the budget to the Market Authority. The revenue budget needs to be increased by $112,000 to recognize the additional revenue, and the expenditure budget will be increased by $112,000 to enable the funds to be transferred to the Market Authority.

RECOMMENDATION / ACTION REQUESTED:
The Budget Department requests that Council approve the budget amendment.

"AN ORDINANCE AMENDING THE 2018-2019 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 approximately $112,000.

Section 2. In order to appropriate these funds, the 2018-2019 Budget Ordinance of the City of High Point, should be amended as follows:

(A) That the Market Authority Fund revenue be amended as follows:

Occupancy Taxes	$ 15,000
Showroom Taxes	$ 97,000

(B) That Market Authority expenditures be amended as follows:

Market Authority Transfers Out	$112,000

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 17, 2019

Ordinance # 7538-19-55
Zoning Map Amendment 19-08

AN ORDINANCE AMENDING "THE CITY OF HIGH POINT, NORTH CAROLINA DEVELOPMENT ORDINANCE," PURSUANT TO SECTION 2.4.19, ZONING MAP AMENDMENT, OF THE DEVELOPMENT ORDINANCE.

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

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on May 28, 2019 and before the City Council of the City of High Point on June 17, 2019 regarding **Zoning Map Amendment Case 19-08 (ZA-19-08)** 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 19, 2019, for the Planning and Zoning Commission public hearing and on May 22, 2019 and May 29, 2019, for the City Council public hearing pursuant to Chapter 160A-364 of the General Statutes of North Carolina; and

WHEREAS, the proposed amendment was adopted by the City Council of the City of High Point on **May 17, 2019.**

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

SECTION 1
That the Official Zoning Map of the City of High Point be amended to establish the following described area as a: **Heavy Industrial (HI) District.** The property is approximately 176 acres consisting of multiple parcels lying along both sides of Kersey Valley Road, south of Kivett Drive, east of Jackson Lake Road and approximately 360 feet west of Danlee Road. The property is also known as Guilford County Tax Parcels 161052, 161053, 161078, 161079, 161100, 161102, 161103, 161105, 161498, 161505, 161526, 161527, 202910 and 202911.

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.
17th day of **June, 2019.**

Lisa B. Vierling, City Clerk

AN ORDINANCE AMENDING "THE CITY OF HIGH POINT, NORTH CAROLINA DEVELOPMENT ORDINANCE," PURSUANT TO SECTION 2.4.19, ZONING MAP AMENDMENT, OF THE DEVELOPMENT ORDINANCE.

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

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on May 28, 2019 and before the City Council of the City of High Point on June 17, 2019 regarding **Zoning Map Amendment Case 19-08 (ZA-19-08)** 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 19, 2019, for the Planning and Zoning Commission public hearing and on May 22, 2019 and May 29, 2019, for the City Council public hearing pursuant to Chapter 160A-364 of the General Statutes of North Carolina; and

WHEREAS, the proposed amendment was adopted by the City Council of the City of High Point on **May 17, 2019.**

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

SECTION 1
That the Official Zoning Map of the City of High Point be amended to establish the following described area as a: **Heavy Industrial (HI) District.** The property is approximately 176 acres consisting of multiple parcels lying along both sides of Kersey Valley Road, south of Kivett Drive, east of Jackson Lake Road and approximately 360 feet west of Danlee Road. The property is also known as Guilford County Tax Parcels 161052, 161053, 161078, 161079, 161100, 161102, 161103, 161105, 161498, 161505, 161526, 161527, 202910 and 202911.

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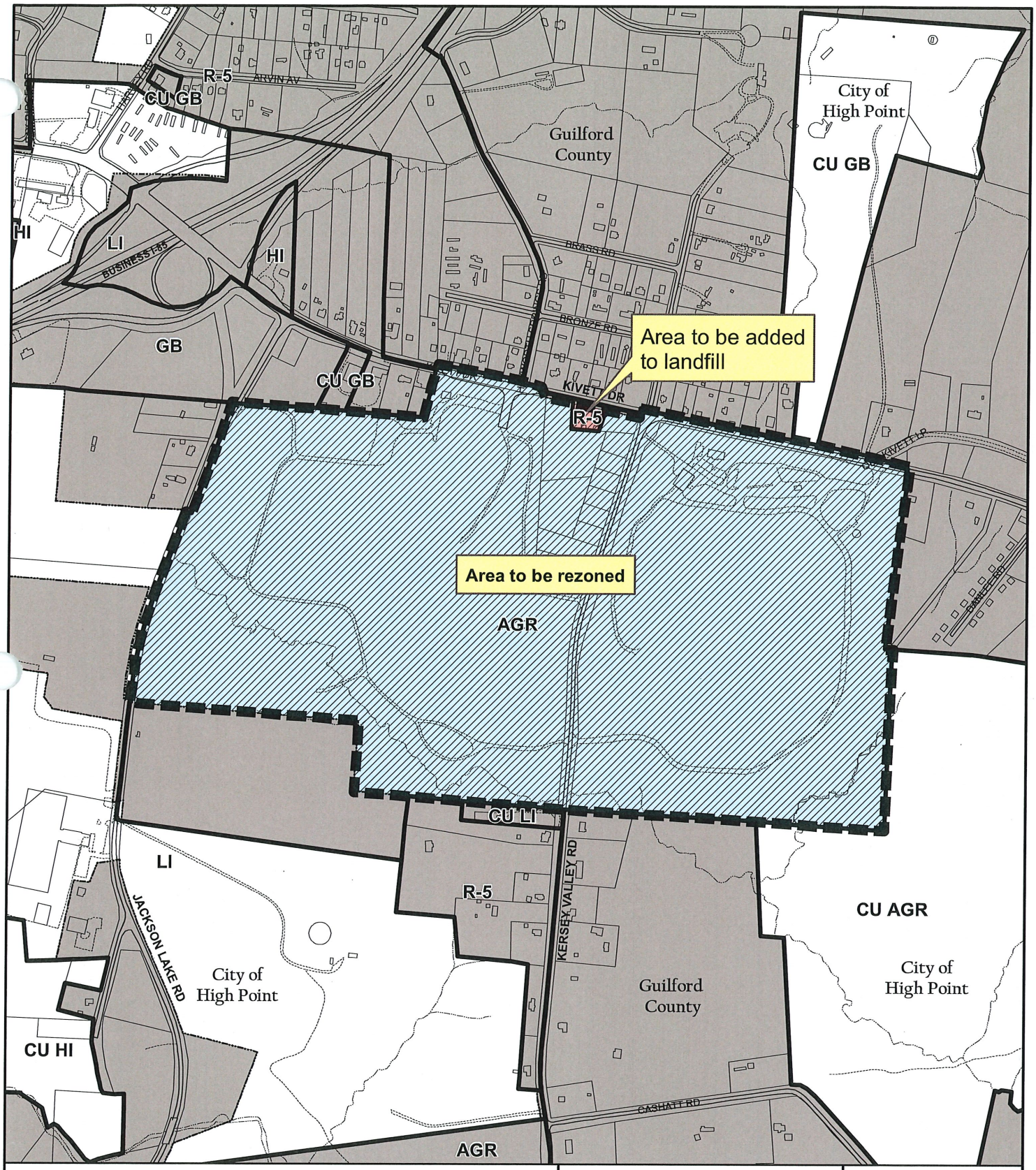
Lisa B. Vierling, City Clerk



ZONING MAP AMENDMENT ZA-19-08

From: Residential Single Family-5 & Agricultural
To: Heavy Industrial

Existing Zoning Boundary
Subject Property Boundary

Planning & Development Department

City of High Point

N

Scale: 1"=700'

G:/Planning/Secure/BAC/ZMA/2019/za19-08-700sc

HIGH POINT CITY COUNCIL
REGULAR MEETING
June 3, 2019 – 5:30 P.M.
COUNCIL CHAMBERS – HIGH POINT MUNICIPAL BUILDING

ROLL CALL, PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Mayor Wagner called the meeting to order at 5:30 p.m. The Pledge of Allegiance followed with a Moment of Silence.

Upon call of the roll, the following Council Members were ***Present (9):***

Mayor Jay W. Wagner, Mayor Pro Tem Jason P. Ewing (Ward 6); Council Member Britt W. Moore (At Large), Council Member Donald A. Scarborough (At Large), Council Member Jeffrey J. Golden (Ward 1), Council Member Christopher Williams, Council Member Monica L. Peters (Ward 3), Council Member S. Wesley Hudson (Ward 4), and Council Member Victor A. Jones (Ward 5)

RECOGNITIONS AND PRESENTATIONS

2019-231 **Proclamation - American Flag Day 2019**

Mayor Wagner will present a proclamation to Lois Markham proclaiming Saturday, June 15th as "American Flag Day" in the City of High Point.

Mayor Wagner read the proclamation proclaiming Saturday, June 15, 2019 as "American Flag Day" in the City of High Point and presented it to Lois Markham and Gloria Halstead.

[applause, photo opportunity]

2019-251 **Proclamation - Children & Families Reading Month**

Mayor Wagner will present a proclamation to Lorraine Fleming proclaiming the month of July as "Children & Families Reading Month" in the City of High Point.

Mayor Wagner read the proclamation into the record proclaiming the month of July as "Children & Families Reading Month" in the City of High Point and presented it to Lorraine Flemming.

[applause, photo opportunity]

DRAFT

STRATEGIC PLAN UPDATE

2019-23 Strategic Plan Update

Council will receive an update on the Strategic Plan from Council Member Jeff Golden, Chair of the Community Housing, Neighborhood Development and Public Safety Committee.

Blight Reduction

Council Member Jeff Golden, Chair of the Community Housing, Neighborhood Development & Public Safety Committee provided an update on some numbers as they relate to the Code Enforcement. He then shared numbers for the May 2019 activities as follows:

Minimum Housing Complaints	30
Active Minimum Housing Cases	302
Active Backlog Cases (270 originally)	1
City Demolished Houses	1
Public Nuisance Complaints	21
Active Public Nuisance Cases	113
City Abated Public Nuisance Cases	5
Owner Abated Public Nuisance Cases	19
Zoning Complaints (vehicles, signs, etc…)	11
Active Zoning Cases	97
Signs Collected	92

Lori Loosemore, Local Codes Enforcement Manager, shared some photos of success stories, one highlighted a property that was cleaned up that had numerous junked vehicles.

PUBLIC COMMENT PERIOD

2019-253 Public Comment Period

A Public Comment Period will be held on the first Monday of the regular City Council meeting schedule at 5:30 p.m. or as soon thereafter as reasonably possible following recognitions, awards and presentations. Our policy states persons may speak on any item not on the agenda.

- Persons who have signed the register to speak shall be taken in the order in which they are listed. Others who wish to speak and have not signed in will be taken after those who have registered.
- Persons addressing City Council are asked to limit their comments to 3 minutes.
- Citizens will be asked to come to the podium, state their name and address and the subject(s) on which they will comment.
- If a large number of people are present to register concerns about the same subject, it is suggested that they might be acknowledged as a unified group while a designated speaker covers the various points. This helps to avoid repetition while giving an opportunity for people present with the same concerns to be recognized.

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

Mayor Wagner opened the Public Comment Period.

The following individuals addressed Council during the Public Comment Period.

***Jim Morgan**, a strong supporter for the arts, commented that a community that does not support the arts is not a thriving community and strongly believed the city should support the Arts Council financially and otherwise. In addressing the Arts Council's most recent audit, Mr. Morgan noted that the Arts Council did get a clean audit, and admitted they are struggling financially as pointed out in the audit. He explained the reason for the struggle has been paying off the mortgage for the building they purchased 6.5 years ago. He admitted the interest on the mortgage has been a major expense, but noted they have paid it down significantly over the last several years and believed once the pledges come in, the mortgage will be down to $70,000. Additionally, he added that the city has cut their funding for the last several years and they have had to pay out about $150,000 in interest over the last several years to get their building paid for. He pleaded to Council to please help them.*

***Susan Koger**, a resident on Eastchester Drive, addressed Council regarding excessive, aggressive, and distracted speeders and the dangerous effect that the construction of the bridge on Eastchester has had on the speeding and flow of traffic, particularly around the Foxwood Meadows neighborhood. She requested installation of stoplights at Rivermeade to slow the traffic down and noted that although she has spoken numerous times to elected officials, city staff, police, etc.... regarding these concerns, there have been no changes, actions, or improvements.*

***James Adams**, a resident at 1440 Bailey Circle, High Point and President of the High Point Branch of the NAACP, addressed Council regarding the numerous gang-related, gun-related deaths occuring in the city. He prefaced his comments with the following question: "How angry do we have to become?" He mentioned a NAACP Town Hall Meeting that took place in April where concerns were shared as to what the community would like to see and the one that took the most time was gun violence in the city. He strongly urged Council to consider looking at the model being incorporated in Greensboro. He applauded the High Point Police Department's recent efforts to get many of the weapons off the streets over the last few months, but felt that was not helping in a system that offers after the fact crisis management which warrants a more proactive approach. He noted the lack of education and employment opportunities over the years has significantly contributed to the problem, along with lack of housing and food insecurity. He stated that staying still is not an option, being silent is not an option, and the community and its leaders must be louder, bolder, and intentional. He concluded his comments with the same question: "How angry do we have to become"?*

***Mary McInerney**, 318 Log Cabin Circle, spoke to the funding that the Southwest Renewal Foundation has applied to from the city and encouraged the city to continue the grant for the Southwest Renewal Foundation. She felt a little bit of attention to the area would make a huge difference and development would spur other development opportunities. She pointed out Southwest Renewal Foundation's work with gardens, greenways, and educational programs will certainly help draw more economic interest in the southwest area and make it more prosperous in the long run.*

***Dot Kearns**, 1315 Longcreek Drive, High Point, also spoke on behalf of the Southwest Renewal Foundation. She prefaced her comments by thanking the City Council for all the unbelievable things going on in High Point and felt it was worth the time and energy to take*

a deep look at the Southwest area of the city since the rest of the city is going to be inviting and thriving. She acknowledged that funds awarded by the city for nonprofits are very limited, but begged the city to look carefully at making any small grant from the city to the Southwest Renewal Foundation contingent upon them receiving a large $500,000 grant that the Foundation is applying for. She expressed appreciation for anything that Council could do to show appreciation for the volunteer efforts that have been made.

Mayor Wagner asked if there was anyone else in the audience that would like to address Council. There were none and the Public Comment Period was closed.

FINANCE COMMITTEE - *Council Member Moore, Chair*
Committee Members: Moore, Ewing, Hudson, and Jones

CONSENT AGENDA ITEMS

Chairman Moore reported that the Finance Committee did meet as scheduled on Thursday, May 30, 2019 and placed all the Finance-related matters on the Consent Agenda with a favorable recommendation for approval.

Council Member Moore moved to approve all finance-related items on the Consent Agenda. Mayor Pro Tem Ewing made a second to the motion, which carried by a 9-0 unanimous vote.

Note: Although one motion was made to approve/adopt these matters under the Finance Committee Consent Agenda, action on all of these matters will be reflected throughout the Consent Agenda portion of these minutes as being made and seconded by the same persons.

2019-232 **Contract - MobileDoc - Fire Department Employees**

Council is requested to award an agreement for a services contract to MobileDoc Medical Services to include on-site/as needed physicals for the Fire Department employees in the amount of $98,000.

Approved a contract in the amount of $98,000 with MobileDoc Medical Services to include on-site/as needed physicals for the Fire Department employees.

A motion was made by Council Member Moore, seconded by Council Member Jones, that this contract be approved. The motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Ewing, Council Member Moore, Council Member Scarborough, Council Member Golden, Council Member Williams, Council Member Peters, Council Member Hudson, and Council Member Jones

2019-233 **Resolution - High Point University - Radio Donation**

Council is requested to adopt a resolution approving the donation of sixty (60) surplus radios to High Point University that were slated to be sold on the GovDeals online auction service.

Adopted a Resolution approving the donation of sixty (60) surplus radios that were initially slated to be sold on the GovDeals online auction service to High Point University.

A motion was made by Council Member Moore, seconded by Council Member Jones, that this resolution be adopted. The motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Ewing, Council Member Moore, Council Member Scarborough, Council Member Golden, Council Member Williams, Council Member Peters, Council Member Hudson, and Council Member Jones

Resolution No. 1844/19-30
Resolution Book Volume XX, Page 103

2019-234 Change Order - J&J Underground Utilities

Council is requested to approve a change order to the J&J Underground Utilities contract in the amount of $197,869 to close the project and process final payment to the vendor for work performed under the contract for boring conduits for primary power in the Carol Bay subdivision.

Approved a Change Order to the J & J Underground Utilities contract in the amount of $197,869 to close the project and process final payment to the vendor for work performed under the contract for boring conduits for primary power in the Carol Bay subdivision.

A motion was made by Council Member Moore, seconded by Council Member Jones, that this change order be approved. The motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Ewing, Council Member Moore, Council Member Scarborough, Council Member Golden, Council Member Williams, Council Member Peters, Council Member Hudson, and Council Member Jones

2019-235 Contract - Guy M. Turner, Inc. - Crane & Rigging Services

Council is requested to award a contract to Guy M. Turner, Inc. to establish unit pricing for Crane and Rigging work on an as needed basis. These prices will be locked in for three years with options for additional years of renewal if agreeable with vendor.

Awarded a contract to Guy M. Turner, Inc. to establish unit pricing for crane and rigging work on an as needed basis (prices will be locked in for three years with options for additional years of renewal if agreeable with the vendor).

A motion was made by Council Member Moore, seconded by Council Member Jones, that this contract be approved. The motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Ewing, Council Member Moore, Council Member Scarborough, Council Member Golden, Council Member Williams, Council Member Peters, Council Member Hudson, and Council Member Jones

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2019-236 **Contract - On-Call Professional Services - Supervisory Control & Data Acquisition Systems (SCADA) & Integration Support - Piedmont Automation/ Citi, LLC/ Revere Control Systems/ Lord & Co**

Council is requested to award Master Professional Service Agreements for SCADA Design & Integration Support with four (4) firms: Piedmont Automation, CITI LLC, Revere Control Systems and Lord & Co to provide professional services for Public Services facilities control systems such as Wastewater, Water Treatment, Material Recovery Facility, as well as all remotely controlled located systems.

Awarded contracts to the following companies to provide professional services for Supervisory Control & Data Acquisition systems (SCADA) and Integration Support for the Public Services facilities control systems such as Wastewater, Water Treatment, Material Recorery Facility, and all remotely controlled located systems.

- ✓ Piedmont Automation
- ✓ CITI LLC
- ✓ Revere Control Systems
- ✓ Lord & Co.

A motion was made by Council Member Moore, seconded by Council Member Jones, that this contract be approved. The motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Ewing, Council Member Moore, Council Member Scarborough, Council Member Golden, Council Member Williams, Council Member Peters, Council Member Hudson, and Council Member Jones

2019-237 **Contract - Ward WTP Caustic & Alum Pump Replacement - Brushy Mountain Builders**

Council is requested to award a contract to Brushy Mountain Builders in the amount of $245,000 to demolish the existing alum and caustic chemical feed system at the Ward Water Plant and to replace the pumps, valves, accessories and related electrical and control work. The project also includes the rehabilitation and coating application of both the caustic and alum containment areas.

Awarded a contract to Brush Mountain Builders in the amount of $245,000 to demolish an existing alum and caustic chemical feed system at the Ward Water Treatment Plant and to replace the pumps, valves, accessories and related electrical /control work, and to include the rehabilitation and coating application for both the caustic and alum containment areas.

A motion was made by Council Member Moore, seconded by Council Member Jones, that this contract be approved. The motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Ewing, Council Member Moore, Council Member Scarborough, Council Member Golden, Council Member Williams, Council Member Peters, Council Member Hudson, and Council Member Jones

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2019-238 **Contract - TransLōc, Inc.**

Council is requested to award an amended contract to TransLōc, Inc. in the amount of $94,400 for access to the real-time bus information platform for the City's Hi-Tran buses.

Awarded am amended contract to TransLōc, Inc. in the amount of $94,400 for access to the real-time bus information platform for the city's Hi-Tran buses.

A motion was made by Council Member Moore, seconded by Council Member Jones, that this contract be approved. The motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Ewing, Council Member Moore, Council Member Scarborough, Council Member Golden, Council Member Williams, Council Member Peters, Council Member Hudson, and Council Member Jones

2019-239 **Resolution - Revised Reimbursement Agreement - BSC Holdings, Inc.**

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

Adopted a Resolution amending the Reimbursement Agreement with BSC Holdings, Inc. and authorized the appropriate city staff to execute all documents as necessary.

A motion was made by Council Member Moore, seconded by Council Member Jones, that this resolution be adopted. The motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Ewing, Council Member Moore, Council Member Scarborough, Council Member Golden, Council Member Williams, Council Member Peters, Council Member Hudson, and Council Member Jones

2019-132 **Financial Software Technology Initiative- NC Treasurer's Office**

Council is requested to approve memorandums of understanding and contract documents between the and City of High Point and the North Carolina State Treasurer's Office to partner in a financial software technology initiative; and, authorize the appropriate city official to execute all necessary documents.

Approved a Contract Administrator Memorandum of Understanding (MOU), Steering Committee Memorandum of Understanding (MOU), and contract documents between the City of High Point and the North Carolina State Treasurer's Office to partner in a financial software technology initiative and authorized the appropriate city official to execute all necessary documents.

A motion was made by Council Member Moore, seconded by Council Member Jones, that this matter be approved. The motion carried by the following unanimous 9-0 vote:

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Aye (9): Mayor Wagner, Mayor Pro Tem Ewing, Council Member Moore, Council Member Scarborough, Council Member Golden, Council Member Williams, Council Member Peters, Council Member Hudson, and Council Member Jones

2019-254 **Contract Renewal - The Ferguson Group**

Council is requested to authorize the renewal of contract with The Ferguson Group (TFG) for the period of July 1, 2019 - June 30, 2020.

Approved a renewal to the contract with The Ferguson Group (TGF) for the period of July 1, 2019 - June 30, 2020.

A motion was made by Council Member Moore, seconded by Council Member Jones, that this contract renewal be approved. The motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Ewing, Council Member Moore, Council Member Scarborough, Council Member Golden, Council Member Williams, Council Member Peters, Council Member Hudson, and Council Member Jones

REGULAR AGENDA ITEMS

FINANCE COMMITTEE - *Council Member Moore, Chair*
Committee Members: Moore, Ewing, Hudson, and Jones

2019-240 **Public Hearing - 2019-2020 City of High Point Annual Budget**

Monday, June 3, 2019 at 5:30 p.m. is the date and time established to receive public comments on the proposed 2019-2020 City of High Point Annual Budget.

The public hearing on the FY 2019-2020 City of High Point Annual budget was held on Monday, June 3, 2019 at 5:30 p.m.

Finance Committee Chair Moore asked staff to come forward to provide an overview of the proposed budget.

Eric Olmedo, Managing Director, provided a brief overview of the highlights for the FY 2019-2020 proposed budget.

- *Combined electric rate decrease and water/sewer rate increase for an average house in High Point would come out to a .37 per month increase.*
- *Adds seven (7) additional positions.*
- *Continues Pay-for-Performance program of a 0-4% merit-based increase for employees.*
- *Continues city's 1% match for employees participating in 401K/457 retirement programs.*
- *Anticipates a 5% increase in health and insurance cost on January 1, 2020.*
- *Funds the State-mandated increase in the Employees Retirement System.*

- *Continues the important work done in the Core City and continues funding for Core City Redevelopment programs.*
- *Continues street resurfacing at $2.5 million, which is a slight increase from the previous year.*
- *Continues to address deferred maintenance for city facilities.*
- *Replacement of approximately 10% of the total fleet of aging vehicles and equipment at $4.4 million.*
- *Replacement of three (3) paratransit buses (this program is funded between state and federal grants with the city paying 10% of the total).*
- *Continues the Pay-as-you-Go funding for maintenance or deferred capital programs in electric, water/sewer, solid waste, and the general fund. This has been a healthy investment program for the last few years and it is continued.*

Mr. Olmedo advised that overall the proposed FY 2019-2020 Annual Budget is a .05% increase over the current year's budget. He referenced the two pages placed on the dais that reflected corrections from the discussions that took place in the Budget Review Session and pointed out it did not impact the total amount of the budget. Following his presentation, Mr. Olmedo entertained questions from Council prior to the start of the public hearing.

There being no questions, Chairman Moore opened the public hearing and asked if there was anyone present who would like to speak regarding the proposed FY 2019-2020 Annual Budget. There being none, he asked City Manager Greg Demko to speak to the 4% water/sewer rate increase that has been figured in the budget.

Mr. Demko explained the 4% water/sewer rate increase is built off a 20-year financial plan to ensure compliance with EPA laws, water quality, as well as to continue to reduce the deferred maintenance and replace water/sewer lines that are up to 150 years of age to keep the water system intact. He further explained that outside firms assisted with the financial analysis and validated the financial analysis so that it fits in with the future bond program as well as deferred maintenance. He advised the Pay-As-You-Go capital program has been in place for the last 15 years and would continue for at least the next 10 years.

Following Mr. Demko's comments, Chairman Moore provided another opportunity for comments from the public. Council Member Peters mentioned a letter she received from a Louis Thibodeax, a constituent in Ward 3, regarding the budget and asked that it be entered and attached as a permanent part of the record of these proceedings.

There being no one present to comment, the public hearing was declared closed.

Chairman Moore thanked management and staff for their hard work on the budget and felt staff does a great job with fiscal responsibility of taxpayer dollars.

Council Member Peters spoke to the reliance Council has on residents to speak and offer comments during the public comment period on the budget and noted that Council does not make a decision on the budget until all voices are considered.

Mayor Wagner thanked staff for their hard work in presenting a balanced budget with no tax increase. He thanked staff for following management's directive to cut their department

budgets, so the budget submitted to Council for consideration contained everything necessary to continue services at the current level, but without raising taxes, and with an electric rate decrease.

2019-241 **Ordinance - City of High Point 2019-2020 Budget Ordinance and Related Documents**

City Council is requested to adopt the FY 2019-2020 Budget Ordinance for the City of High Point and associated fee schedules.

Adopted the City of High Point FY 2019-2020 Budget Ordinance and Comprehensive Fee Schedule.

A motion was made by Council Member Moore, seconded by Mayor Pro Tem Ewing, that the FY 2019-2020 Budget Ordinance and the associated fee schedules be adopted. The motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Ewing, Council Member Moore, Council Member Scarborough, Council Member Golden, Council Member Williams, Council Member Peters, Council Member Hudson, and Council Member Jones

Ordinance No. 7529/19-46
Ordinance Book Volume XX, Page 158

2019-242 **Contract - High Point Convention & Visitors Bureau - 2019-2020 Annual Budget/Contract**

City Council is requested to approve the annual budget for the High Point Convention & Visitors Bureau (CVB) for FY 2019-2020 and authorize the City Manager to execute contract between the High Point Convention and Visitors Bureau for FY 2019-2020.

Approved the annual budget and contract for the High Point Convention & Visitors Bureau (CVB) for FY 2019-2020 and authorized the city manager to execute the contract between the City of High Point and the High Point CVB for FY 2019-2020.

A motion was made by Council Member Moore, seconded by Mayor Pro Tem Ewing, that the FY 2019-2020 Annual Budget and Contract with the High Point Convention & Visitors Bureau be approved. The motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Ewing, Council Member Moore, Council Member Scarborough, Council Member Golden, Council Member Williams, Council Member Peters, Council Member Hudson, and Council Member Jones

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2019-243 **International Home Furnishings Market Authority - 2019-2020 Annual Budget**

City Council is requested to approve the FY 2019-2020 annual budget for the Market Authority.

Approved the draft budget submitted by The Market Authority for FY 2019-2020. The draft budget will be reviewed and and approved by the Market Authority Executive Committee on June 5, 2019 and is slated for approval by the Market Authority Board on June 19, 2019.

A motion was made by Council Member Moore, seconded by Mayor Pro Tem Ewing, that the FY 2019-2020 Annual Budget and Contract with the international Home Furnishings Market Authority be approved. The motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Ewing, Council Member Moore, Council Member Scarborough, Council Member Golden, Council Member Williams, Council Member Peters, Council Member Hudson, and Council Member Jones

PENDING ITEMS

2018-169 **Amendment to License Agreement - Cingular Wireless PSC, LLC (AT&T)**

City Council is requested to approve an Amendment to the License Agreement with Cingular Wireless PCS, LLC (AT&T) which allows the location of communication equipment at the City's Ward Water Plant; and authorize the City Manager to execute the agreement.

Note: This matter was initially heard by City Council on May 21, 2018, at which time action was taken to refer it to the Finance Committee at the suggestion of City Attorney JoAnne Carlyle due to necessary clean-up on the contract in general as the company has changed hands and names.

COMMUNITY HOUSING, NEIGHBORHOOD DEVELOPMENT AND PUBLIC SAFETY COMMITTEE - *Council Member Golden, Chair*
Committee Members: Golden, Peters, Scarborough, and Williams

2019-244 **Urgent Repair Program (URP) Policies and Procedures - FY 2019 - 2020**

The Community Development and Housing Department recommends approval of the URP 19 Procurement and Disbursement Policy and the URP 19 Assistance Policy, and that the appropriate City official and/or employee be authorized to execute all necessary documents.

Thanena Wilson, Assistant Director of Community Development & Housing, reported that the City of High Point has been awarded a $50,000 grant from the North Carolina Housing Finance Agency for the 2019 Urgent Repair Program (URP); the City of High Point will be providing a $10,000 match which will bring the total to $60,000. The following documents require approval as part of the post approval process.

1. *URP 19 Procurement and Disbursement Policy, and*
2. *URP 19 Assistance Policy*

The URP 19 Assistance Policy will be given to each homeowner that assistance is provided for. It outlines the process, steps, and requirements, for the program.

The URP 19 Disbursement Policy outlines the bidding processes required for the contractors as well as methods of payment and the documentation required to submit for completion.

Ms. Wilson advised that the URP 2019 program has been closed out and funds expended that assisted 10 homeowners. Staff is requesting Council's approval.

Approved the URP 19 Procurement and Disbursement Policy and the URP 19 Assistance Policy and authorized the appropriate city official and/or employee to be authorized to execute all necessary documents.

A motion was made by Council Member Golden, seconded by Council Member Williams, that the URP 19 Procurement and Disbursement Policy and the URP 19 Assistance Policy be approved. The motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Ewing, Council Member Moore, Council Member Scarborough, Council Member Golden, Council Member Williams, Council Member Peters, Council Member Hudson, and Council Member Jones

2019-245 **<u>Ordinance To Demolish - 1124 Textile Place</u>**

City Council is requested to adopt an ordinance ordering the building inspector to effectuate the demolition of a structure located at 1124 Textile Place belonging to Fred Thompson Sr and Sandra Thompson.

Lori Loosemore, Local Codes Enforcement Manager, reported that the original inspection on this structure was conducted on July 5, 2019 which identified violations of the Minimum Housing Ordinance. A hearing was held on March 19, 2019. Because both property owners were deceased, staff did advertise the property which was the reason for the lapse in time following the inspection before the first hearing was held. As a result of the hearing, an Ordinance to Repair or Demolish was issued on March 21, 2019 with a compliance date of April 26, 2019. Delinquent property taxes are owed on the property in the amount of $455.

Ms. Loosemore advised that Michael Thompson, representing the deceased property owners, did appear for the hearing and stated he planned to get an attorney to get the property in his name so that he could apply to the city for possible rehab money to make the necessary repairs. Ms. Loosemore stated Mr. Thompson had indicated that he would be present at tonight's meeting, but later left a message stating he may not be able to appear due to a work conflict. She also advised that he was cited previously for not having city utilities at this property but was still staying there.

Adopted an Ordinance ordering the building inspector to effectuate the demolition of the structure at 1124 Textile Drive.

Ordinance No. 7530/19-47
Ordinance Book Volume XX, Page 159

A motion was made by Council Member Golden, seconded by Council Member Moore, that this demolition ordinance be adopted. The motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Ewing, Council Member Moore, Council Member Scarborough, Council Member Golden, Council Member Williams, Council Member Peters, Council Member Hudson, and Council Member Jones

PLANNING & DEVELOPMENT COMMITTEE - *Council Member Williams, Chair*
Committee Members: Williams, Scarborough, Moore, and Jones

2019-246 **Resolution of Intent - Annexation 19-03**

Approval of a Resolution of Intent that establishes a public hearing date of Monday, June 17, 2019, at 5:30 p.m. to consider a voluntary contiguous annexation of an approximate 0.48-acre parcel lying along the south side of Kivett Drive, approximately 275 feet west of Kersey Valley Road. The property is also known as Guilford County Tax Parcel 161079.

Adopted a Resolution of Intent establishing a public hearing date of Monday, June 17, 2019 at 5:30 p.m. to consider a voluntary contiguous annexation of an approximate 0.48-acre parcel lying along the south side of Kivett Drive, approximately 275 feet west of Kersey Valley Road, more specifically known as Guilford County Tax Parcel 161079.

A motion was made by Council Member Williams, seconded by Council Member Golden, that this resolution of intent be adopted. The motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Ewing, Council Member Moore, Council Member Scarborough, Council Member Golden, Council Member Williams, Council Member Peters, Council Member Hudson, and Council Member Jones

Resolution No. 1846/19-32
Resolution Book, Volume XX, Page 105

PUBLIC HEARINGS - Planning & Development Committee
Chaired by Council Member Williams

2019-247 **Ordinance - Zoning Map Amendment 19-06 - City of High Point**

A request by the City Council to amend the boundary of the Airport Overlay (ARO) District that changes approximately 227.67 acres from Zones 1 & 2 to Zone 3 and approximately 39.5 acres from Zone 1 to Zone 2. The area lies between Gallimore Dairy Road and Clinard Farms Road, generally east of Barrow Road and west of Pegg Road.

The public hearing for this matter was held on Monday, June 3, 2019 at 5:30 p.m. as duly advertised.

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

This is a request to the city's Airport Overlay District, also known as the ARO District. The City Council is requesting that the ARO District be revised which includes approximately 267 acres in the northern portion of the city's planning area, generally lying south of Gallimore Dairy Road, north of Clinard Farms Road, and generally east of Barrow Road, and west of Pegg Road.

Mr. Shannon pointed out that the ARO District is an Overlay District and is applied in addition to the underlying zoning standards for the property.

After providing a brief history on the ARO District, Mr. Shannon explained in April of 1998, Federal Express selected the Piedmont Triad International Airport (PTIA) as the location of their airport cargo facility and as part of that project, a new parallel runway was constructed. Based upon the Johnson Street/Sandy Ridge Road Area Plan which identified areas of concern due to noise impact, the city employed Wiley Laboratory to assess airport noise impacts and help develop Land Use policies to combat those impacts in that portion of the city. The end result was the adoption of the Airport Overlay District in 2003 by the City Council in 2003. The Airport Overlay districts were reviewed again in 2012 and resulted in some slight adjustments based upon the PTIA PART 150 Noise Study that was conducted.

The PART 150 Noise Study identified the following four zones that impact this portion of the city.

1. ***Zones 1 and 2**. Intended to prevent development of land uses that are sensitive to day and nighttime noise. No new residential developments are permitted. Zone 1 is more restrictive in that there are certain uses such as schools or other land uses that may have a safety concern and are prohibited.*

2. ***Zone 3**. Requires building construction standards that require any new residential development to be designed in such a way to reduce interior versus exterior noise by 30 decibels.*

3. ***Zone 4.** Requires notification to the new property owners of any property that is sold so they are aware tha the property is located in an area where there may be noise impact. This same notification is also required in the other three districts as well.*

Mr. Shannon advised this matter surfaced as a result of discussions with an applicant who is considering developing a 79-acre industrial research development park, which may include a small residential component. Staff was asked to look at the Airport Overlay zones in this area to see if any revisions were appropriate based upon the science of those noise metrics. With a project of this caliber and type, staff not only looked at the 79 acres for the project, but took a larger comprehensive view and studied 200+ acres for possible considerations. As part of the process, staff reached out to the executive director at the PTIA and there were no objection subject to the condition on any rezoning for the establishment of an avigation easement to the airport. Staff is recommending the following changes based upon their review.

- ✓ *Area 1 (225 acres). Proposed to change from Zone 1 to Zone 3.*

- ✓ *Area 2 (a little over 39 acres). Proposed to change from Zone 1 to Zone 2.*

- ✓ *Area 3 (under .29 acres). Proposed to change from Zone 2 to Zone 3.*

Mr. Shannon explained that staff tries to use physical boundaries such as roads and streams and in this area, that configuration is based upon the stream that is located in the area. the Planning and Development Department is recommending approval of the proposed amendments to the Airport Overlay District. The Planning & Zoning Commission considered this request at their May 28, 2019 public hearing and they also recommend approval by a vote of 7-0. The Commission adopted a statement that the Zoning Map Amendment is consistent because the proposed ARO District amendment does not conflict with the noise metrics upon which the district was based. Furthermore, the Commission stated the request is reasonable and in the public interest because the change of the subject site from Zone 2 to Zone 3 as proposed would continue to provide noise mitigation protection measures by limiting incompatible uses, required design standards, and provides notification to the property owner.

Staff pointed out that these changes would only impact property that is within the High Point city limits and do not apply to the unincorporated parcels that are governed by Guilford County's zoning regulations. However, if any parcels are annexed into the City of High Point, they would not only be subject to the Airport Overlay requirements, but to all standards of the city's Development Ordinance.

Following staff's presentation, Mr. Shannon entertained any questions.

Council Member Golden questioned why staff did not look at zoning the whole big area in Zone 1 and Zone 2 and asked what the reasoning was when this area was split up.

Lee Burnette, Director of Planning and Development, advised that staff tries to follow physical boundaries where possible such as streets, planned streets, streams, etc.... because oftentimes property lines do change. He further explained that staff was hesitant in going much farther west for two reasons.

1. *There was not a good physical boundary.*
2. *The Airport's current plan is based upon the noise metrics that puts the noisier planes on the newest runway which runs along the corridor towards the west.*

He pointed out that the PTIA will soon be starting another PART 150 Study that should be completed in about a year. When the new PART 150 Study is complete, staff will be revisiting the noise districts again and will see if any revisions might be necessary based on the users of the airport, number of flights anticipated, type of flight mix used, and type if aircraft used.

Chairman Williams asked if there were any additional questions for staff. There being none, he opened the public hearing and invited those desiring to speak to come to the podium.

***Kay House**, a resident of 1241 Blackberry Ridge Drive, stated she was unsure of what an overlay is. She questioned the impact of changing Zone 1 to Zone 3 and asked how it would affect her property and if they would be dealing with more or less noise from the changes.*

Mr. Shannon pointed out Ms. House's property is not within the city limits, so it will not be impacted by the overlay zone because the overlay only restricts the type of development for property within the city of High Point in that portion of the city. He explained that the city has no control over flights in the area and further explained that the Airport Overlay governs the manner in which the property within the City of High Point may develop to reduce the impact on new development.

Chairman Williams asked if there was anyone else present who would like to speak. There being no further comments, the public hearing was declared closed.

Adopted an Ordinance approving Zoning Map Amendment 19-06 amending the boundary of the Airport Overlay (ARO) District changing approximately 227.67 acres from Zones 1 and 2 to Zone 3 and approximately 39.5 acres from Zone 1 to Zone 2 for the area lying between Gallimore Dairy Road and Clinard Farms Road, generally east of Barrow Road and west of Pegg Road based on the following:

Consistency and Reasonableness Statements

The Zoning Map Amendment is consistent because the proposed ARO District amendment does not conflict with the Land Use Plan and other adopted plans and it does not conflict with the noise metrics upon which the district is based. Furthermore, the request is reasonable because the change of the subject site to Zones 2 and 3 as proposed will continue to provide noise mitigation protection measures by limiting incompatible uses, requiring design standards and providing notification to potential property owners.

A motion was made by Council Member Williams, seconded by Mayor Pro Tem Ewing, that this ordinance be adopted approving Zoning Map Amendment 19-06. The motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Ewing, Council Member Moore, Council Member Scarborough, Council Member Golden, Council Member Williams, Council Member Peters, Council Member Hudson, and Council Member Jones

Ordinance No. 7531/19-48
Ordinance Book Volume XX, Page 160

2019-248 Ordinance - Annexation 19-02 - Oasis Investment LLC

A request by Oasis Investment LLC to consider a voluntary non-contiguous annexation of approximately 79.5 acres lying along the south side of Gallimore Dairy Road, approximately 1,800 feet west of Pegg Road. The property is also known as Guilford County Tax Parcels 169959 and 169966.

*The joint public hearing for this matter and related matter **2019-249 Zoning Map Amendment 19-07- Oasis Investment LLC** was held on Monday, June 3, 2019 at 5:30 p.m. as duly advertised.*

Herb Shannon, Senior Planner with the Planning and Development Department, provided an overview of the staff report on Annexation 19-02 and Zoning Map Amendment 2019-249, which is hereby attached in Legistar as a permanent part of these proceedings.

He advised that staff would do a combined presentation on both matters; however, separate votes would be necessary.

Regarding Annexation 19-02, Oasis Investment LLC is requesting a voluntary non-contiguous annexation of approximately 79.5 acres lying along the south side of Gallimore Dairy Road, approximately 1,800 feet west of Pegg Road. The applicant is requesting annexation and to establish initial city zoning to facilitate development of this site. The applicant is requesting annexation to have access to the city's utilities as they are proposing to develop an industrial business park in this area. The proposed site does abut the city limits to the north and northeast and is generally surrounded by the city as there are adjacent lands to the south, southeast, and southwest that are within the City of High Point corporate limits. The annexation represents a logical progression of the city's annexation policy in this area as the site does abut and is surrounded by property in the city. There are existing service vehicles in the area and staff has determined that the annexation of this parcel would not negatively impact the city's ability to provide services in this area.

Regarding Zoning Map Amendment 19-07, the applicant is requesting establishment of initial city zoning on this property; the site is within the portion of the city where the city's Land Use Plan does support industrial type uses. The applicant is requesting the establishment of a Conditional Zoning Employment Center District. A 1.3 million square foot medical related industrial business park is proposed to be developed on the site. There have been several zoning requests for the Employment Center (EC) District which have been approved. The developer's intent for this site is to develop a campus-like setting along with the various industrial and medical-related development type uses such as a hotel, personal service uses to serve employers or employees working in the area.

The applicant has also submitted a Conditional Zoning Ordinance with various zoning conditions noting the manner in which the site may be developed. They have offered conditions pertaining to:

- ✓ *Location and limiting the number of residential units;*
- ✓ *Right-of-Way dedication;*
- ✓ *Landscaping;*
- ✓ *Location and number of access points;*
- ✓ *Transportation-related Improvements*

The EC District was specifically designed for development in the restricted industrial area and is intended to accommodate office, light industrial uses, warehouse, research development-type uses in a business park setting. It also has specific design and development standards to ensure compatibility with surrounding uses.

Mr. Shannon reviewed the key items.

Consistency of Adopted Policy Guidance Documents. *The site is designated as restricted industrial by the Land Use Plan and does advance the Goals and Objectives of the Community Vision Growth Statement.*

As for reasonableness in the public interest, the approval of the requested Conditional Zoning EC District is similar and compatible to previous zoning conditions granted in this area.

To ensure compatibility in this area, the applicant has offered a Type B planting yard and they have also offered a condition that there be no access to Blackberry Ridge Drive. There will be no extension or no access to this industrial development from the development to the south; this is important to ensure compatibility as far as not having industrial-related traffic going through the residential neighborhood.

Mr. Shannon noted the intent is not for the whole site to be developed with residential uses. As part of the research facility, the applicant is proposing a very limited amount of residential uses that will only be limited to the southern portion of the site.

Staff also looked at mitigating impacts. The EC District was specifically designed for restricted industrial land use designation and has standards that any EC District must the development must meet regarding screening of mechanical equipment, orientation of loading bays, prohibiting any type of outdoor manufacturing assembly. The Development Ordinance also has standards as far as regulating exterior lighting, landscaping, and screening of solid waste facilities which will also ensure compatibility with surrounding uses.

The development of this site will have an impact on traffic and a Traffic Impact Analysis was prepared by the applicant's traffic engineer and reviewed by the City of High Point Transportation Department. This will be a long-range development and developed in phases and the applicant has offered conditions for installing turn lanes at the entrance to the facility. There are two proposed access points from Gallimore Dairy Road. The applicant has included conditions as the development progresses for installing the traffic light at their main access point and a traffic light to the east at the intersection of Pegg Road at Gallimore Dairy Road. As part of the proposed Phase II of the development, they have offered conditions for improving Gallimore Dairy Road.

Staff is recommending approval of the request to rezone this 79.5 acres to a Conditional Zoning EC District. As conditioned, the request will be compatible with the surrounding area and in conformance with adopted plans. The Planning & Zoning Commission reviewed the request at their May 28, 2019 public hearing and recommended approval by a 7-0 vote.

Following the presentation, Mr. Shannon entertained questions for staff.

Council Member Ewing inquired about the long-range build out of the intersection of Gallimore Dairy Road and Eastchester and if it might be possible that NCDOT would push the project forward sooner because of the added traffic from the development. Mark McDonald, Director of Transportation, advised the proposed improvements for the Eastchester corridor are still in the development phase, so NCDOT is looking at the long-range impacts along the entire corridor and would take developments such as this one that is currently being planned into consideration. He felt the project was probably already

moved up as far as it could be given the project schedules for development, design, and construction and noted the current schedule calls for it to be built in 2024 or 2025.

At this time, Chairman Williams invited the applicant to come forward.

***Marc Isaacson**, 804 Green Valley Road, Greensboro, attorney representing the applicant, spoke in favor. He noted he was present on behalf of the owner of the subject project, the Oasis Investment Group and its principle, Dr. Adnan Mjalli, who is a long-time resident and business leader in High Point. Mr. Isaacson shared that Dr. Mjalli has been working on his vision for this project for the past several years and has put together a first-rate experience development team, many of whom are present at the meeting this evening.*

He reiterated the details of the request that were aforementioned by Mr. Shannon and directed attention to the illustrative site plan that was distributed to Council. He provided a brief overview of Dr. Mjalli's vision for the development of the Oasis Center and noted when fully developed, it will consist of offices and lab facilities, daycare, temporary housing (a small hotel or inn) that is proposed for the northern part of the property, triplex housing which is intended primarily for employees and others at the site, and lite retail and dining which is also proposed to be located near the north part of the property. Additionally, the site plan provides for ample walking trails, open green spaces, and quiet areas for patients and visitors and an abundance of landscaping and retention ponds and a traffic circle to facilitate traffic flow within the site.

He shared the vision is to establish a comprehensive site that will accommodate all the needs and requirements for research and development of new products in the field of pharmaceuticals and bio technology. He reported that the Oasis Center will merge as a primary partner for bio pharmaceutical clients to innovate, design, and implement unique emerging drug development programs. Since all necessary services will be located on site and within an embedded drug development team, this project will contain every support service that early innovators need to move their candidate forward, early proof of concept to full market availability and within a singular seamless environment. Mr. Isaacson advised that at full build-out of the project, they anticipate having 1,600 employees and a project value of over $400 million.

Mr. Isaacson advised they did have the required neighborhood meeting, listened to the concerns, and tried to be sensitive to the neighbors' concerns. He acknowledged that traffic is a concern and they have offered a condition that there would be no street access between this property and the subdivision to the south at Blackberry Ridge Drive. Additionally, along certain areas, they have enhanced the required buffer and setbacks were feasible to provide as much mitigation of impacts as reasonably possible. He noted several changes have been made to the site plan as they have gone through the process and they look forward to continuing to hear from the neighbors about their concerns so they can further adjust the site plan as appropriate. Mr. Isaacson advised that they have agreed to every request made to them by the City of High Point throughout the process and pointed out the request does meet the goals of the city's long-range Land Use Plan per the staff report. In closing, Mr. Isaacson noted that The Oasis Center is a unique opportunity for the City of High Point to allow public and private sectors to cooperate and develop a world class employment center in the Triad with access to their transportation system.

Following his presentation, Mr. Isaacson asked if there were any questions.

Council Member Jones asked about the triplex in the southern area, apartments, and the hotel and if they would be for employees only. Mr. Isaacson advised that legally they cannot restrict it to employees, but noted they are intended for employees that live on campus. Regarding the proposed 110-room hotel, he advised that logically patrons would be visitors on campus.

Chairman Williams asked if there were any additional questions from Council for the applicant. There being none, he opened the public hearing and asked if there was anyone present who would like to comment in support of or against the request.

***Sandra Clinard Noble**, a resident at 7850-A Clinard Farms Road, advised that she lives where the two research and development buildings are proposed. She stated she attended the neighborhood meeting and would like clarification because they were told at the meeting that the residents for the apartments/townhomes would be for R & D employees only. While she understood that they may not be able to restrict them, she pointed out they were told at that time they were restricted. She also expressed concerns regarding the proposed walking trail around the entire premise. She advised her main concerns are the large four-story building, the residents living within, and the walking trail proposed along the edge of the property.*

Mr. Isaacson acknowledged they are proposing a walking trail, but it would be relocated or moved more interior on the property to address some of the neighbors' concerns.

Council Member Moore stated that while he certainly understands these concerns, but pointed out the applicant seems to be very willing to listen to the neighbors in the area when they developed the plan.

Ms. Noble agreed this was correct but wanted to have it in the record that they were told one thing at the neighborhood meeting and heard contradictory information tonight.

Chairman Williams asked if there was anyone else present who would like to speak regarding this matter. There being no further comments, the public hearing was declared closed.

Prior to the vote, Council Member Moore advised that he would be voting in support of both Annexation 19-02 and Zoning Map Amendment 19-07, but he highly encouraged the developer to stay true to their promise to stay in touch with the community as they develop and grow the property.

The following actions were taken:

Annexation 19-02

Adopted an Ordinance approving the annexation of 79.5 acres lying along the south side of Gallimore Dairy Road, approximately 1,800 feet west of Pegg Road.

Ordinance No. 7532/19-49
Ordinance Book Volume XX, Page 161

Zoning Map Amendment 19-07
Adopted an Ordinance approving the rezoning of 79.5 acres from the Agricultural (AG) District within Guilford County's jurisdiction to the Conditional Zoning Employment Center (CA EC District) based upon the following:

Consistency & Reasonableness Statements
The Zoning Map Amendment is consistent because the site is designated Restricted Industrial by the Land Use Plan and advances the goals and objectives of the Community Growth Vision Statement. Furthermore, approval of the requested CZ EC District is similar and compatible with previous conditional zoning approvals granted in the area.

Ordinance No. 7532/19-49
Ordinance Book Volume XX, Page 161

A motion was made by Council Member Williams, seconded by Council Member Jones, that this annexation ordinance be adopted. The motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Ewing, Council Member Moore, Council Member Scarborough, Council Member Golden, Council Member Williams, Council Member Peters, Council Member Hudson, and Council Member Jones

2019-249 Ordinance - Zoning Map Amendment 19-07 - Oasis Investment LLC

A request by Oasis Investment LLC to rezone approximately 79.5 acres from the Agricultural (AG) District, within Guilford County's jurisdiction, to the Conditional Zoning Employment Center (CZ EC) District. The site is lying along the south side of Gallimore Dairy Road, approximately 1,800 feet west of Pegg Road.

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

The joint public hearing for this matter and related matter **2019-248 Annexation 19-02** was held on Monday, June 3, 2019 at 5:30 p.m. as duly advertised.

Note: For specific comments regarding Zoning Map Amendment 19-07, please refer to 2019-148 Annexation 19-02.

Adopted an Ordinance approving the rezoning of 79.5 acres from the Agricultural (AG) District within Guilford County's jurisdiction to the Conditional Zoning Employment Center (CA EC District) based upon the following:

Consistency & Reasonableness Statements
The Zoning Map Amendment is consistent because the site is designated Restricted Industrial by the Land Use Plan and advances the goals and objectives of the Community Growth Vision Statement. Furthermore, approval of the requested CZ EC District is similar and compatible with previous conditional zoning approvals granted in the area.

A motion was made by Council Member Williams, seconded by Council Member Jones, that this ordinance approving Zoning Map Amendment 19-07 be adopted. The motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Ewing, Council Member Moore, Council Member Scarborough, Council Member Golden, Council Member Williams, Council Member Peters, Council Member Hudson, and Council Member Jones

Ordinance No. 7532/19-49
Ordinance Book Volume XX, Page 161

GENERAL BUSINESS AGENDA

2019-252 **City of High Point - Alcoholic Control Board**

City Council is requested to authorize the High Point Board of Alcoholic Control to use the adopted City of High Point Employee Travel Reimbursement Policy.

Authorized the High Point Alcoholic Beverage Control (ABC) Board to use the City of High Point Employee Travel Reimbursement Policy.

A motion was made by Mayor Wagner, seconded by Mayor Pro Tem Ewing, that this matter be approved. The motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Ewing, Council Member Moore, Council Member Scarborough, Council Member Golden, Council Member Williams, Council Member Peters, Council Member Hudson, and Council Member Jones

2019-250 **Minutes To Be Approved**

- Special Meeting (Budget Presentation); Thursday, May 16th @ 3:00 p.m.
- Finance Committee Meeting; Thursday, May 16th @ 4:00 p.m.
- City Manager's Briefing, Monday, May 20th @ 4:00 p.m.
- Regular Council Meeting; Monday, May 20th @ 5:30 p.m.

A motion was made by Mayor Pro Tem Ewing, seconded by Council Member Williams, that the preceding minutes be approved as submitted. The motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Ewing, Council Member Moore, Council Member Scarborough, Council Member Golden, Council Member Williams, Council Member Peters, Council Member Hudson, and Council Member Jones

CLOSED SESSION- PERSONNEL

Mayor Wagner announced the need for a Closed Session pursuant to N.C. General Statute 143-318.11(a)(6)- Personnel.

At 6:51 p.m. Mayor Pro Tem Ewing moved to go into Closed Session for personnel. Council Member Moore made a second to the motion, which carried by a unanimous 9-0 vote.

Upon reconvening into Open Session at 7:15 p.m., Mayor Wagner reported there would be no action taken as a result of the Closed Session.

ADJOURNMENT

There being no further business to come before Council, the meeting adjourned at 7:15 p.m. upon motion duly made and seconded.

Respectfully Submitted,

_____

_____

Jay W. Wagner, Mayor

Attest:

_____

Lisa B. Vierling, MMC
City Clerk

DRAFT

ORDINANCE

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

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

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

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

PROPERTY LOCATION	OWNER (S)
402 Hickory Chapel Rd.	D C Newman 2716 Chadbury Dr. Greensboro, NC 27407-6697

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 4th day of February 2019

Lisa B. Vierling, City Clerk

NORTH CAROLINA'S INTERNATIONAL CITY™

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

Certification

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, do hereby certify that the foregoing is a true and accurate Ordinance adopted by the City Council in official Session on February 4th, 2019 and upon approval by City Council will be recorded in Book 93 of the Official Minute Books and Ordinance Book XX of this City, under my care, custody and control. As of this date, action to adopt said Ordinance has not been amended, rescinded or repealed and is in full force and effect.

WITNESS my hand and the Corporate Seal of the City of High Point, the 4th day of February 2019.

City of High Point North Carolina

Lisa B. Vierling, City Clerk

ACKNOWLEDGEMENT

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

WITNESS my hand and official Notarial Seal, this 4th day of February 2019.

AMY HANNAH MYERS
NOTARY PUBLIC
RANDOLPH COUNTY
NORTH CAROLINA
MY COMMISSION EXPIRES 4/30/2020

Amy Hannah Myers, Notary Public

Commission Expires: 4/30/2020

Office of the Mayor
City of High Point
North Carolina

Proclamation...

WHEREAS, knowledge of homeownership will serve to educate our citizens to the home buying process and promote Community Development programs; and

WHEREAS, the High Point Housing Coalition recognizes that homeownership is an important part of the American dream; and strengthens families and encourages residents to take pride in their neighborhoods and to take an active role in their community; and

WHEREAS, the High Point City Council has empowered the Community Development & Housing Department and its community partners to supply the community with decent, safe, and sanitary affordable housing opportunities throughout High Point through the provision of rehabilitation and down payment and closing costs assistance to meet the needs of low to moderate income persons; and

WHEREAS, during this time of constricted Federal contributions the challenge of meeting the needs for safe, sanitary, and decent housing stock continues to grow as evidenced by increased cost, housing problems, and deteriorating housing stock; and

WHEREAS, the Housing and Urban Development Department has declared the month of June 2019 as **NATIONAL Homeownership Month**, and have called upon the citizens to build a more hopeful society and recognize the importance of expanding ownership of homes across our great Nation;

NOW THEREFORE I, Jay W. Wagner, Mayor of the City of High Point, do hereby proclaim the month of June 2019 as

"HOMEOWNERSHIP MONTH"

in the City of High Point, North Carolina, and I call upon all our citizens to join me in this worthy observance.

WITNESS my hand and the Corporate Seal of the City of High Point, North Carolina, this 17th day of June 2019.

Jay W. Wagner, Mayor

CITY OF HIGH POINT
AGENDA ITEM

Title: **Zoning Map Amendment 19-08**
(City of High Point)

From: Lee Burnette, Planning & Development Director

Meeting Date: June 17, 2019

Public Hearing: Yes

Advertising Date: June 5, 2019 and June 12, 2019

Advertised By: Planning & Development

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

PURPOSE:
A request by the City of High Point to rezone approximate 176 acres from the Residential Single Family–5 (R-5) District and the Agricultural/Rural (AGR) District to the Heavy Industrial (HI) District. The site consists of multiple parcels lying along both sides of Kersey Valley Road, south of Kivett Drive, east of Jackson Lake Road and approximately 360 feet west of Danlee Road. Approval of this rezoning request is contingent upon City Council approval of a voluntary annexation request.

BACKGROUND:
The staff report and the Planning & Zoning Commission's recommendation are enclosed.

BUDGET IMPACT:
There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

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

B. On May 28, 2019, a public hearing was held before the Planning and Zoning Commission regarding Zoning Map Amendment 19-08. The Planning & Zoning Commission recommended ***approval*** of this request, as outlined in the staff report and recommended by staff, by a vote of 7-0.

PLANNING AND ZONING COMMISSION RECOMMENDATION

City of High Point **Zoning Map Amendment 19-08**

At its May 28, 2019 public hearing, the Planning and Zoning Commission reviewed a request to rezone approximate 176 acres to the Heavy Industrial (HI) District. All members of the Commission were present except for Mr. Ray Wheatley and Mr. John McKenzie. Mr. Herbert Shannon, Senior Planner, presented the case and recommended approval of the request as outlined in the staff report.

Also speaking was Mr. Robbie Stone, City of High Point Public Services Assistant Director. Mr. Stone provide additional details on the long range plans to expand and upgrade the Kersey Valley Landfill. These upgrades include the future abandonment of that portion of Kersey Valley Road abutting the landfill and rerouting this road westward to Jackson Lake Road, and a Special Use request (SU-19-01) to add approximately 19.2 acres to the active solid waste storage area of the landfill.

Speakers

No one spoke in favor, nor in opposition to this request.

Planning & Zoning Commission Action

Zoning Map Amendment

The Commission recommended ***approval*** of Zoning Map Amendment 19-08, as recommended by staff, by a vote of 7-0.

Consistency & Reasonableness Statements

The Commission vote 7-0 to approve the following statement: That the Zoning Map Amendment is consistent because the site is designated Heavy Industrial, which includes large waste related services. Furthermore, the request is reasonable because the proposed HI District more accurately reflects the use, manner and intensity of the 176-acre landfill site.

CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT

STAFF REPORT
ZONING MAP AMENDMENT ZA-19-08
May 28, 2019

Request			
Applicant: City of High Point	**Owner:** City of High Point		
Zoning Proposal: To rezone approximately 176 acres.	**From:**	**AGR**	Agricultural/Rural District
		R-5	Residential Single Family–5 District (High Point ETJ Area)
	To:	**HI**	Heavy Industrial District

Site Information	
Location:	The site consists of multiple parcels lying along both sides of Kersey Valley Road, south of Kivett Drive, east of Jackson Lake Road and approximately 360 feet west of Danlee Road.
Tax Parcel Number:	Guilford County Tax Parcels 161052, 161053, 161078, 161079, 161100, 161102, 161103, 161105, 161498, 161505, 161526, 161527, 202910 and 202911
Site Acreage:	Approximately 176 acres
Current Land Use:	Municipal landfill and undeveloped parcels
Physical Characteristics:	The site has a moderate to severely sloping terrain.
Water and Sewer Proximity:	A 12-inch and 16-inch City water line lie adjacent to the site along Kivett Drive and along Jackson Lake Road.
General Drainage and Watershed:	The site has a moderate to severely sloping terrain and drains in a general southeasterly direction. 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 12% or more of the site.
Overlay District:	Randleman Lake General Watershed Area

Adjacent Property Zoning and Current Land Use			
North:	LI GB CU-GB RS-40 AG	Light Industrial District General Business District Conditional Use General Business District Residential Single Family-40 District *(Guilford County)* Agricultural District *(Guilford County)*	Vacant industrial building, automotive repair facility, single family dwellings and undeveloped parcels
South:	AGR R-5 CU-LI CU-AGR RS-40	Agricultural/Rural District Residential Single Family – 5 District Conditional Use Light Industrial District Conditional Use Agricultural/Rural District Residential Single Family-40 District *(Guilford County)*	Single family detached dwellings and undeveloped parcels

East:	RS-40 CU-AGR	Residential Single Family-40 District *(Guilford County)* Conditional Use Agricultural/Rural District	Single family detached dwelling, undeveloped parcel and a construction and demolition debris landfill
West:	LI	Light Industrial District	Single family detached dwellings and undeveloped parcels

Relevant Land Use Policies and Related Zoning History	
Community Growth Vision Statement:	This request is neither consistent nor inconsistent with the goals and objectives of the Community Growth Vision Statement.
Land Use Plan Map Classification:	The majority of the site has a Heavy Industrial land use designation. This classification includes the whole range of assembling, fabricating, and heavy manufacturing activities, some of which have significant environmental impacts or nuisance effects, as well as certain intense and large-scale, open land uses like wastewater treatment plants, landfills and quarries. The western portion of the site has a Light Industrial classification, which includes uses such as general manufacturing, wholesaling, warehousing, and research and development uses.
Land Use Plan Goals, Objectives & Policies:	The following goals of the Land Use Plan are relevant to this request: Goal #4: Ensure that all required public services and facilities are sequenced to meet demands of development. 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:	Business I-85 Corridor Plan: This 1997 plan, which only covers a small portion of the site, examined issues primarily related to the appearance of this gateway corridor into High Point.
Zoning History:	The land area associated with the Kersey Valley Landfill was annexed into the City in 1980. During the succeeding 39 years, there have been three major annexations and rezonings, totaling approximately 54 acres to expand the landfill and its capacity.

Transportation Information			
Adjacent Streets:	**Name**	**Classification**	**Approx. Frontage**
	Kivett Drive Kersey Valley Road Jackson Lake Road	Major Thoroughfare Local Minor Thoroughfare	2,650 feet 2,200 feet 1,720 feet
Vehicular Access:	Via existing driveways from Kivett Drive and Jackson Lake Road.		
Traffic Counts: *(Average Daily Trips)*	Kivett Drive Kersey Valley Road Jackson Lake Road	3,800 ADT (NCDOT 2017 traffic count) 1,500 ADT (NCDOT 2017 traffic count) None available	
Estimated Trip Generation:	Not applicable		
Traffic Impact Analysis (TIA):	**Required**		**TIA Comments**
	Yes	No X	Not applicable

School District Comment

Not applicable to this zoning case.

Details of Proposal

Since the late 1990s, the City of High Point Public Services Department has been purchasing property adjacent to the City's municipal landfill. These purchases served two purposes. First it removed incompatible residential dwellings on small parcels abutting the landfill; and secondly, land was being banked to facilitate future expansions of the landfill.

The City recently purchased a 0.48-acre parcel, with a single family dwelling, along the south side of Kivett Drive that is surrounded on three sides by the landfill. Applications to annex this parcel, establish City zoning and obtain a Special Use Permit to expand the landfill have been submitted. With the new Development Ordinance going into effect in 2017, the Planning and Development Department suggested to the Public Services Department that this would be an appropriate time to update the zoning of the entire landfill.

This zoning map amendment proposes to rezone approximately 176 acres to facilitate expansion of the City of High Point municipal landfill. There will be no change in use of the property, except on the 0.48-acre residentially zoned parcel that is proposed to be added to the landfill.

Staff Analysis

The landfill use type is permitted in both the AGR and the HI zoning districts. The AGR District was primarily established to accommodate agricultural and agricultural-related uses, as well as very low density residential development on large lots, that are not served by public water or sewer. The district is intended to preserve land for agricultural or forest uses, to provide for the orderly transition to urban use, and protect environmentally-sensitive lands.

Whereas the HI District is established to accommodate heavy manufacturing, assembly, fabrication, processing, distribution, storage, research and development, and other industrial uses that may be large-scale or otherwise have extensive exterior movement of vehicles, materials, and goods, and have a greater potential for adverse environmental and visual impacts.

The adopted Land Use map classifies lands south of Kivett Drive as Heavy Industrial and Light Industrial. With the City's municipal landfill and a private construction and demolition debris landfill being the largest and most predominate land uses in this area, the proposed HI District more accurately reflects the use of this property.

Section 2.4.19.(C) of the Development Ordinance states that the advisability of a zoning map amendment is a matter committed to the legislative discretion of the City Council and is not controlled by any one factor. The Planning and Development Department offers the following comments relative to this request.

Consistency with Adopted Policy Guidance

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

The site is designated Heavy Industrial, which includes large waste related services.

Reasonableness/Public Interest: **Why a decision to approve, or to deny, the proposed conditional zoning would be reasonable and in the public interest.**
The proposed HI District more accurately reflects the use, manner and intensity of the 176-acre landfill site.

Recommendation

Staff Recommends Approval:

The Planning & Development Department recommends approval of the request to rezone 176 acres to the HI District. The requested HI 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:

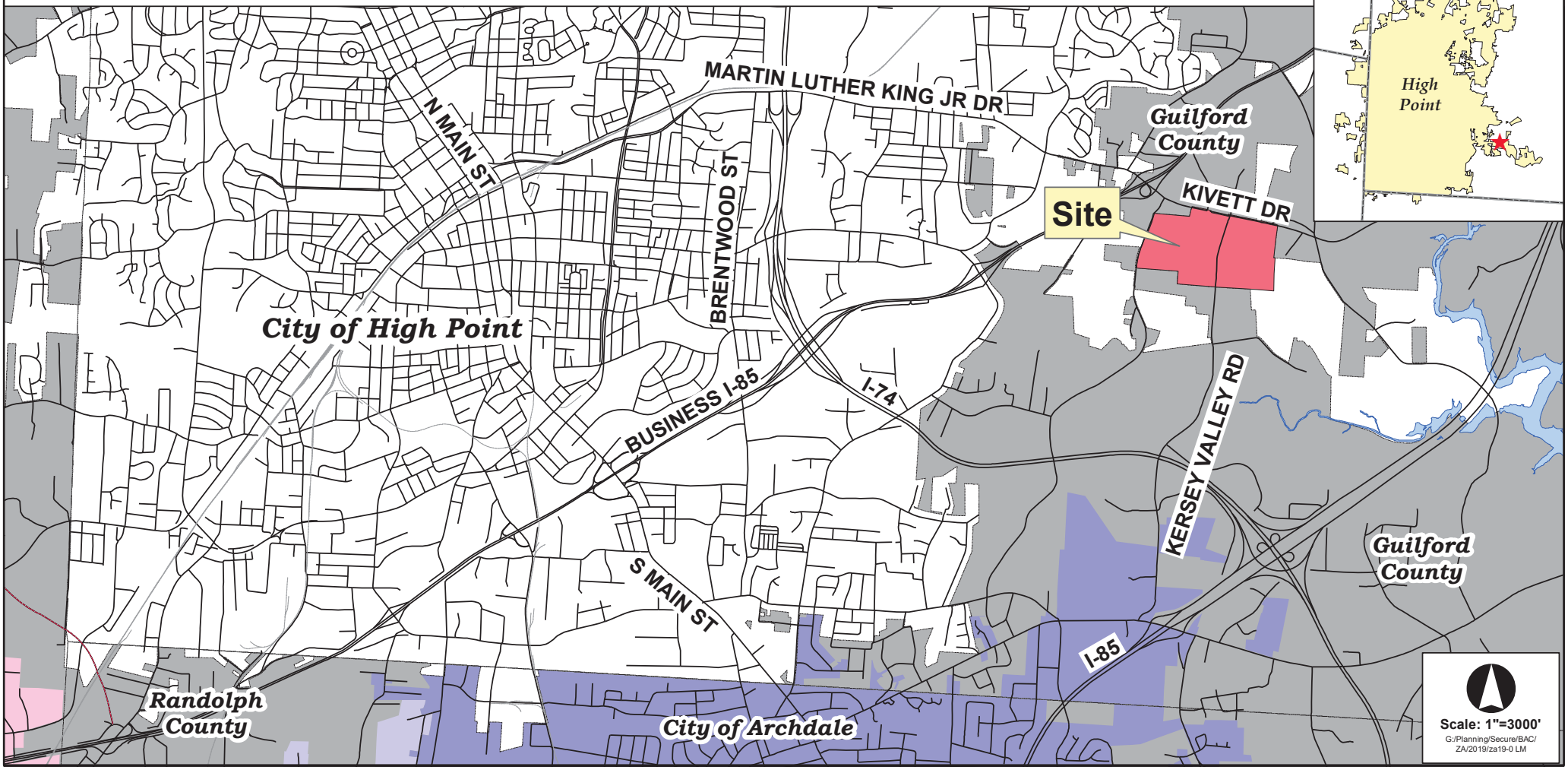
The NC General Statutes require that the City Council also place in the official record a statement of consistency with the City's adopted plans, and explain why the action taken is considered to be reasonable and in the public interest when rendering its decision in this case. This may be accomplished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

Report Preparation

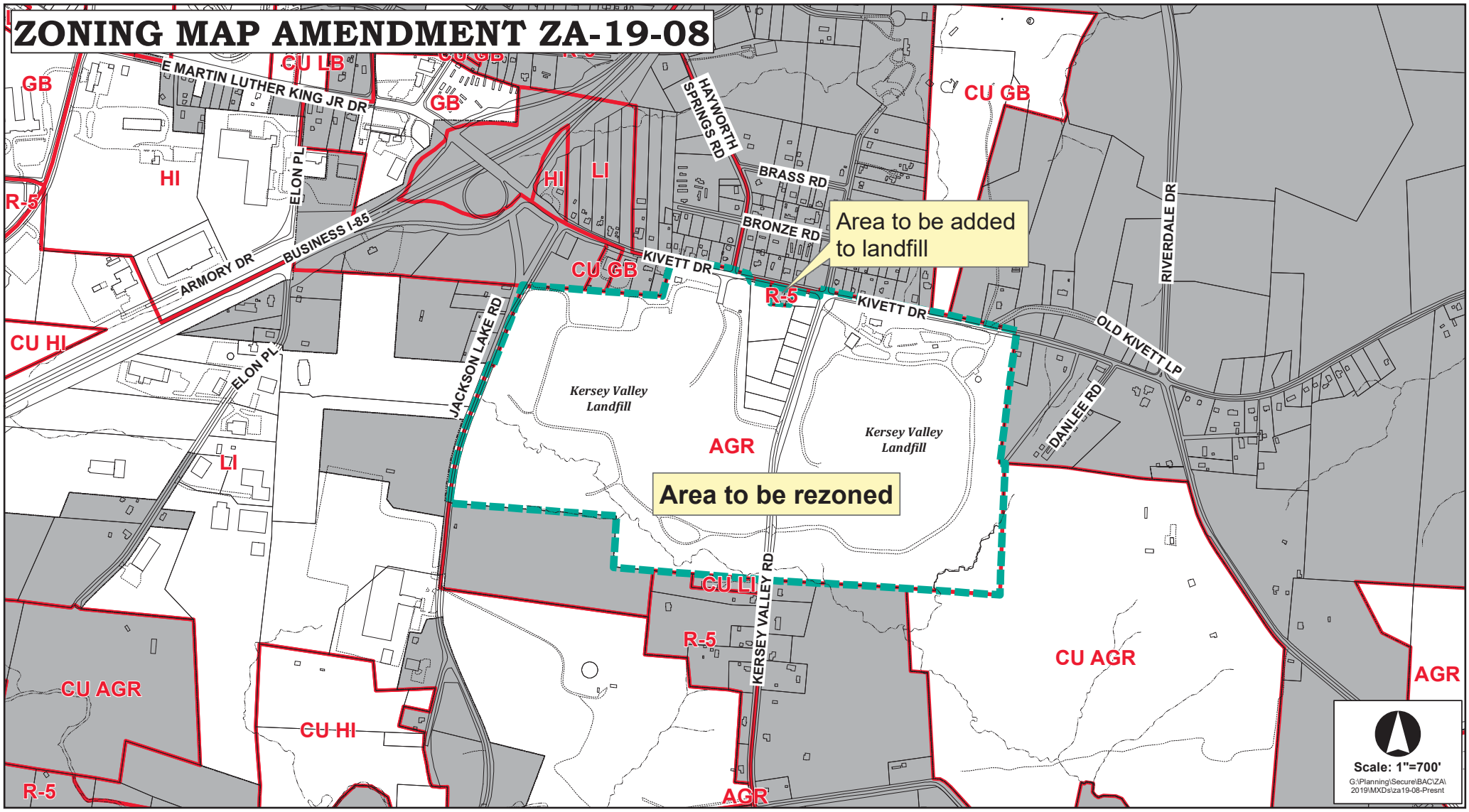
This report was prepared by Planning and Development Department staff member Herbert Shannon Jr. AICP, Senior Planner, and reviewed by Robert Robbins AICP, Development Services Administrator and G. Lee Burnette AICP, Director.

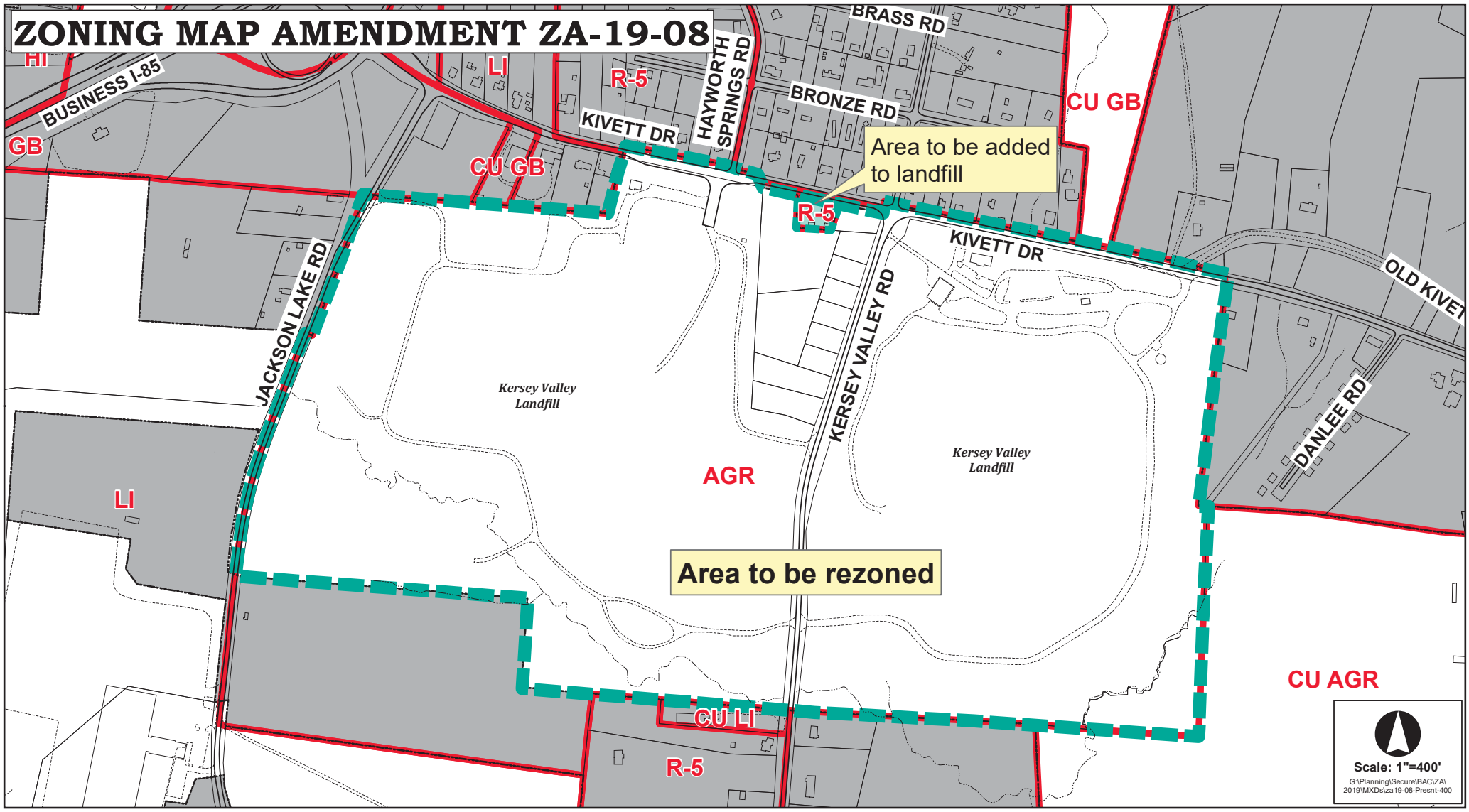
LOCATION MAP

ZONING MAP AMENDMENT ZA-19-08
Applicant: City of High Point

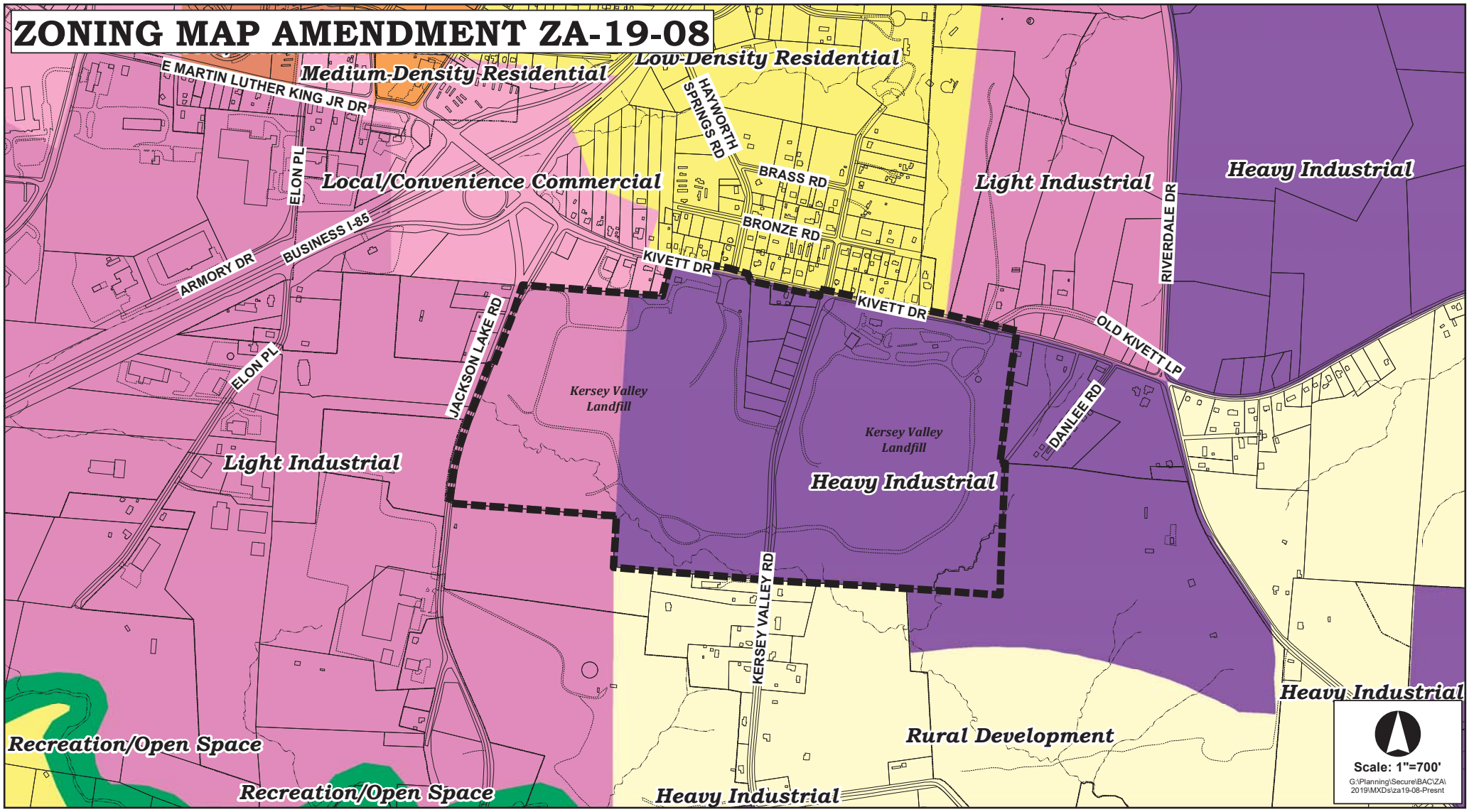


ZONING MAP AMENDMENT ZA-19-08

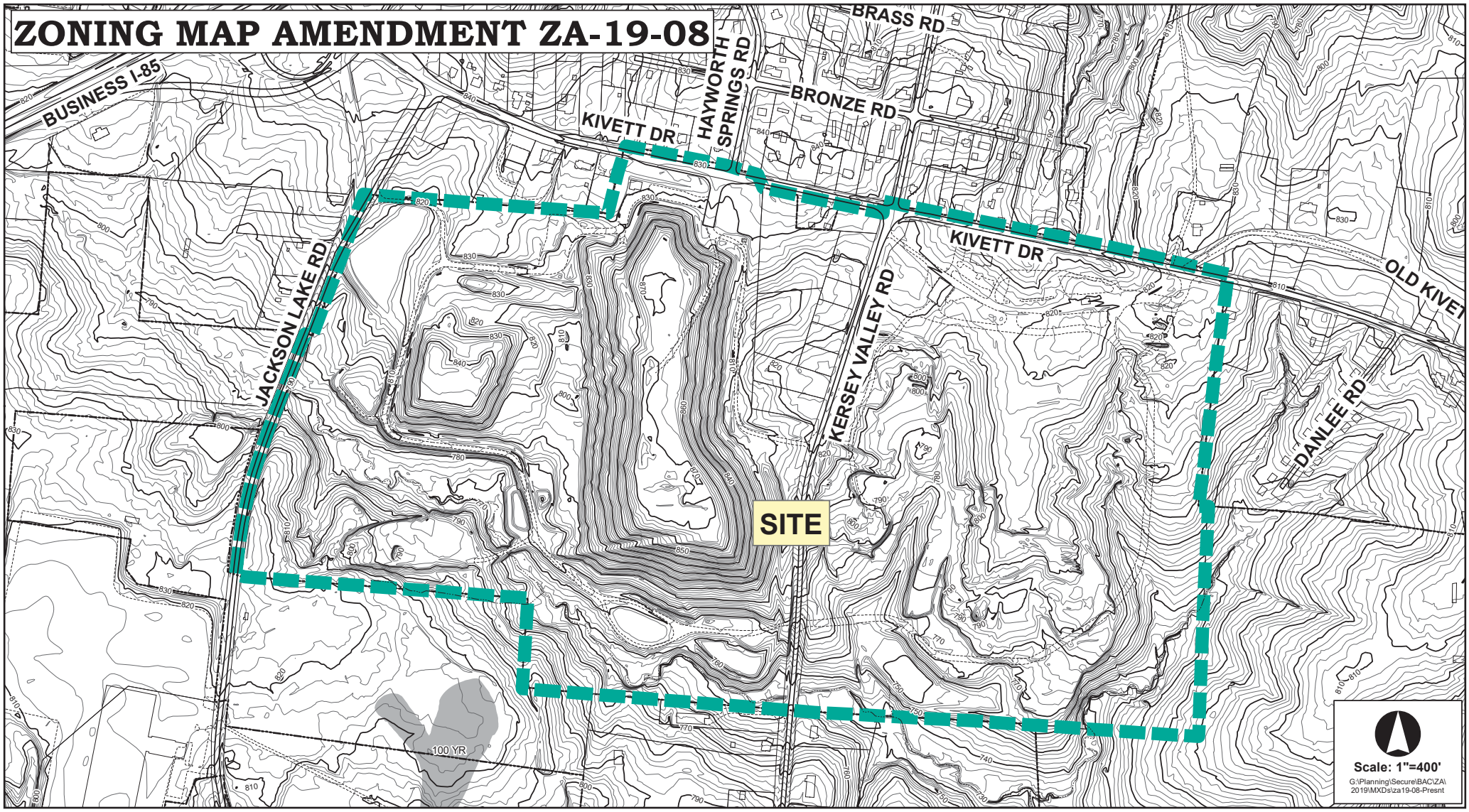



ZONING MAP AMENDMENT ZA-19-08
HI
BUSINESS I-85
GB
LI
R-5
KIVETT DR
HAYWORTH SPRINGS RD
BRASS RD
BRONZE RD
CU GB
CU GB
Area to be added to landfill
R-5
KIVETT DR
OLD KIVET
JACKSON LAKE RD
KERSEY VALLEY RD
Kersey Valley Landfill
Kersey Valley Landfill
DANLEE RD
AGR
LI
Area to be rezoned
CU AGR
CU LI
R-5
Scale: 1"=400'
G:\Planning\Secure\BAC\ZA\2019\MXDs\za19-08-Presnt-400

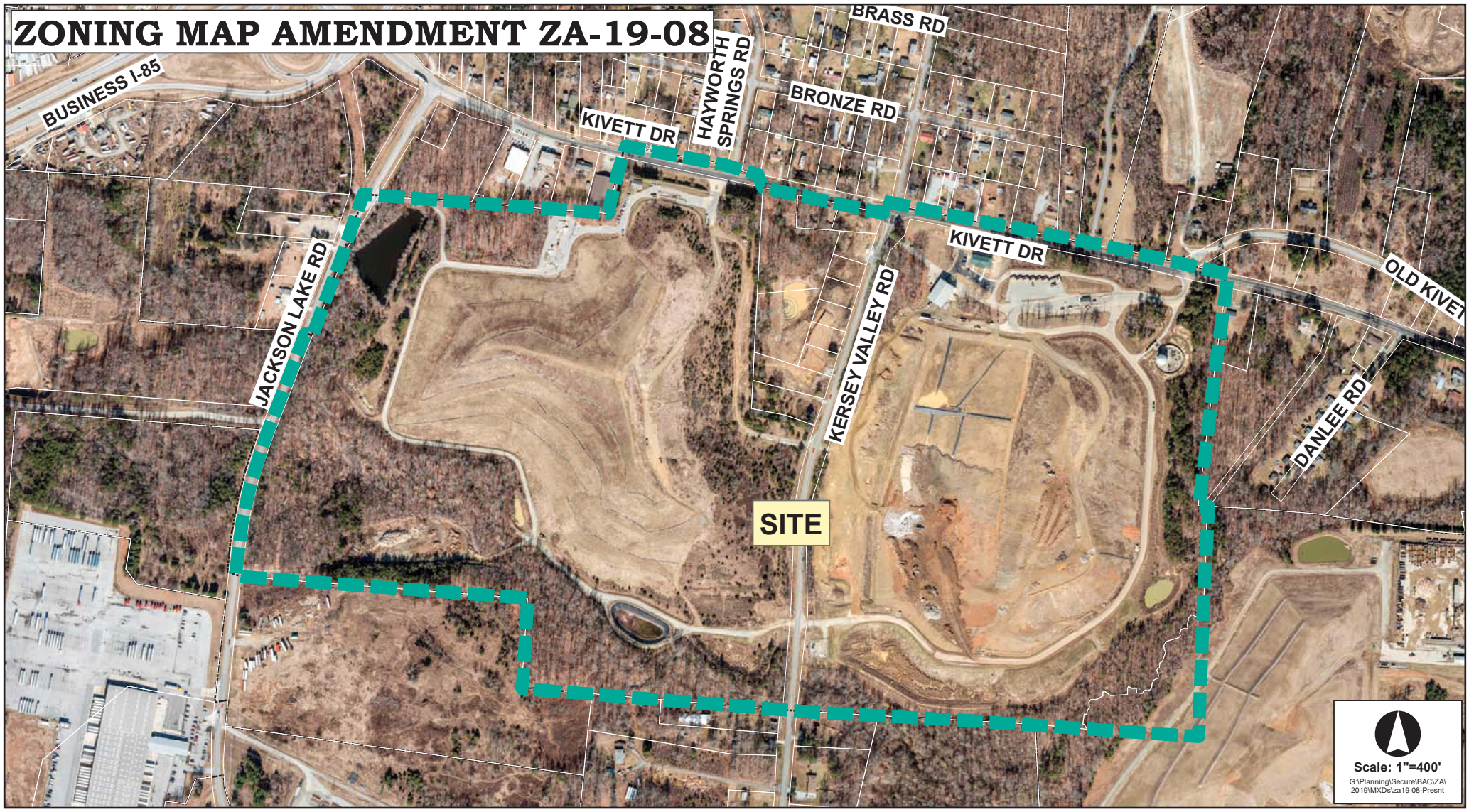
ZONING MAP AMENDMENT ZA-19-08



ZONING MAP AMENDMENT ZA-19-08



ZONING MAP AMENDMENT ZA-19-08



AN ORDINANCE AMENDING "THE CITY OF HIGH POINT, NORTH CAROLINA DEVELOPMENT ORDINANCE," PURSUANT TO SECTION 2.4.19, ZONING MAP AMENDMENT, OF THE DEVELOPMENT ORDINANCE.

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

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on May 28, 2019 and before the City Council of the City of High Point on June 17, 2019 regarding **Zoning Map Amendment Case 19-08 (ZA-19-08)** 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 19, 2019, for the Planning and Zoning Commission public hearing and on May 22, 2019 and May 29, 2019, for the City Council public hearing pursuant to Chapter 160A-364 of the General Statutes of North Carolina; and

WHEREAS, the proposed amendment was adopted by the City Council of the City of High Point on **May 17, 2019.**

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

SECTION 1
That the Official Zoning Map of the City of High Point be amended to establish the following described area as a: **Heavy Industrial (HI) District.** The property is approximately 176 acres consisting of multiple parcels lying along both sides of Kersey Valley Road, south of Kivett Drive, east of Jackson Lake Road and approximately 360 feet west of Danlee Road. The property is also known as Guilford County Tax Parcels 161052, 161053, 161078, 161079, 161100, 161102, 161103, 161105, 161498, 161505, 161526, 161527, 202910 and 202911**.**

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.
17th day of **June, 2019**.

Lisa B. Vierling, City Clerk

Citizen's Information Meeting Report
City of High Point - Kersey Valley Landfill Expansion

Annexation Case 19-02
Zoning Case 19-08
Special Use Permit 19-01

Submitted By:
Pieter K. Scheer, P.E., Smith Gardner, Inc.

Citizen's Information Meeting Report
City of High Point - Kersey Valley Landfill Expansion

1.0 Letter of Invitation

A letter of invitation to a Citizen's information meeting (see **Attachment A**) was mailed to all property owners within 300 feet of the Kersey Valley Landfill facility (see list of recipients in **Attachment B**). This letter included contact information for any person to use if they had questions.

2.0 Description of Meeting

The citizen's information meeting was held on May 8, 2019 from 4:00 p.m. to 7:00 p.m. at the Kersey Valley Landfill administration building. Several signs were provided outside the building directing attendees to the meeting.

2.1 Attendees

City Representatives: Robby Stone, P.E., Assistant Director of Public Services Mike Spencer, Landfill Superintendent; and Pieter Scheer, P.E., Smith Gardner, Inc.

Public Attendees: Refer to Sign In Sheet in **Attachment C**.

2.2 Information Available

There were five drawings provided at the meeting which displayed existing and proposed site features and boundaries and the areas surrounding the landfill facility. These drawings included the site plan for the Special Use Permit, a drawing showing an aerial photograph, and drawings from the Proposed Facility Plan for the landfill expansion (Existing Conditions, Base Grades, and Final Cover Grades). Additionally, copies of the City's Citizen Information Meetings statement were available. Copies of information available at the meeting is provided in **Attachment D**.

2.3 Citizen Input

Below is a list of meeting attendees and a description of their general areas of concern and comments:

John Range (336-870-2599) – Mr. Range is the General Manager of Castle McCulloch located to the north of the facility on Kivett Drive. Mr. Range was mainly concerned about changes in traffic patterns and the timing of the project. He seemed satisfied with the proposed realignment of Kersey Valley Road to Jackson Lake Road. Mr. Range also spoke positively about the plan to connect the existing landfill units with the expansion.

Janie and Johnny Sechrist (336-339-1358/336-339-3843) – The Sechrists live in Davidson County but own property to the north of the facility on Kivett Drive. The Sechrists had general concerns with the project but were not outwardly objectionable. They did mention that one or more residential water supply wells in their vicinity exhibited some odors and water levels had declined in recent years. City representatives present noted to the Sechrists that the City has in place groundwater wells around the facility which are routinely monitored and that nothing to date would appear to indicate the landfill would be the source of any of the Sechrist's reported issues.

Thomas and Debra Stevens (336-883-0695) – The Stevens, who live north of the facility on Bronze Road, were obviously upset about the project and complained about frequent odors from the landfill. They also asked why the landfill is located next to a residential area and suggested that the City consider development of another more remote property for the landfill. The Stevens also noted general concerns with residential water supply wells in their vicinity.

John Floyd (336-402-1502) – Mr. Floyd, who lives on Jackson Lake Road near the intersection with Kivett Drive, is a long-time resident and stated his prior opposition to past expansions of the landfill. Mr. Floyd did not appear outwardly objectionable to the proposed expansion and his main concern was the additional traffic along Jackson Lake Road due to the planned realignment of Kersey Valley Road. Mr. Floyd asked if further expansion of the landfill toward Jackson Lake Road was planned. City representatives noted that the west side of the landfill will not be expanded and that a final cover system has already been planced on a significant portion of the west side of the landfill.

Attachment A

Letter of Invitation

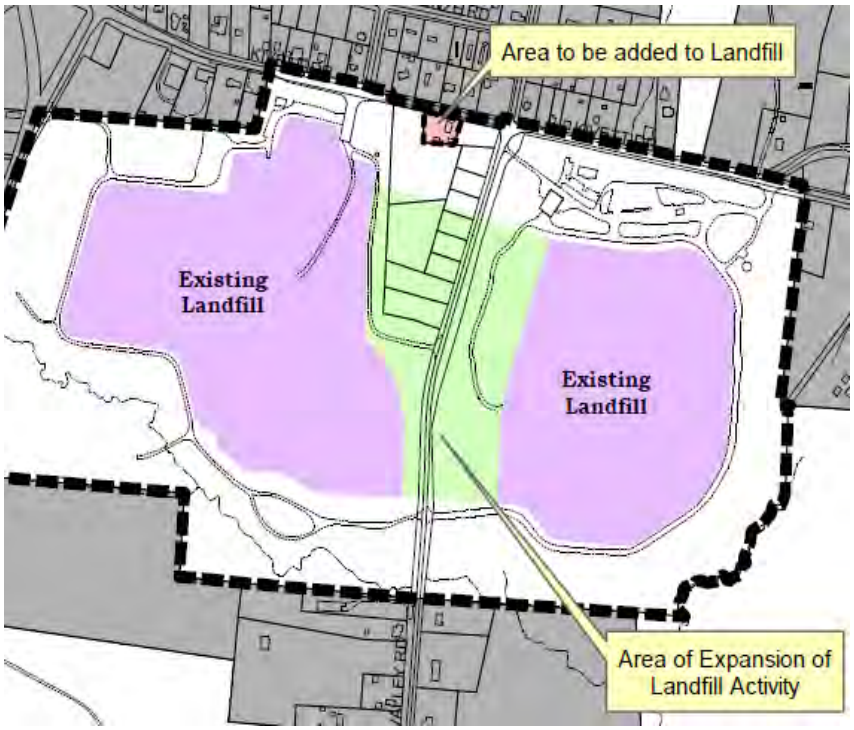
City of High Point – Kersey Valley Landfill Expansion
Citizen's Information Meeting Report

CITIZEN'S INFORMATION MEETING NOTICE

The City of High Point is currently considering a future expansion of the Kersey Valley Landfill in your area and is presenting information about the proposed expansion and associated review and permitting process. An open-house meeting has been scheduled for **May 8, 2019** to discuss the proposed expansion, the timeframe for completion of the project and to answer any questions you may have.

The meeting will cover the following:

1. Future landfill expansion.
2. Discuss the purpose and goals of the project and the limits of construction.
3. Learn about timing of the next steps including design, permitting and construction.
4. Speak directly to City project managers and the design team.



You are invited!

May 8, 2019

Time: 4 – 7 p.m.

Location: Kersey Valley Landfill
Administration Building
3940 Kivett Drive, NC 27262

The meeting is an open-house format, so please arrive any time for the meeting between 4 – 7p.m. to discuss this project and address any questions or concerns you may have.

For more information, contact the Project Manager, Robby Stone, PE
336.883.3217 or robby.stone@highpointnc.gov

or Smith Gardner, Inc. (Engineer) Project Manager, Pieter Scheer, PE
919.828.0577 or pieter@smithgardnerinc.com

Attachment B

List of Recipients

City of High Point – Kersey Valley Landfill Expansion
Citizen's Information Meeting Report

BETTY C FORBIS TRUST;FORBIS, DENNIS W TRUSTEE;FORBIS, GARY M TRUSTEE
204 THORNWOOD RD
JAMESTOWN NC 27282

BOSKOVIC PROPERTIES LLC
1703 RIVER KNOLL CT
GREENSBORO NC 27409

BREWER, DONALD RAY;BREWER, LINDA P
6515 BRONZE RD
JAMESTOWN NC 27282

CITY OF HIGH POINT
PO BOX 230
HIGH POINT NC 27261

COATS, NANCY C
6609 BRONZE RD
JAMESTOWN NC 27282

CONGREGATION OF THE SISTERS OF CHARITY OF ST. VINCENT DE PAUL
1225 ELON PL
ARCHDALE NC 27263

DOUTHIT, CLYDE G;DOUTHIT, SANDRA M
1210 JACKSON LAKE RD
HIGH POINT NC 27263

EARNHARDT, ROBERT WAYNE;EARNHARDT, PATRICIA ANN
3718 KIVETT DR
HIGH POINT NC 27260

EAST, WILLIAM A;BOBBY RAY, VICKI C;LARUE, SANDY K
3720 KIVETT DR
HIGH POINT NC 27263

ELLIS, CHARLES A
1576 MADISON RD
MADISON NC 27025

FIELDS, TIMOTHY SHERRILL;FIELDS, SUE P
6802 HAYWORTH SPRINGS RD
JAMESTOWN NC 27282

FLOYD, HOBERT W HEIRS
1220 JACKSON LAKE RD
HIGH POINT NC 27263

FLOYD, JOHN F
1214 JACKSON LAKE RD
HIGH POINT NC 27263

FORTUNE, LESTER A;FORTUNE, PAMELA D
6505 BRONZE RD
JAMESTOWN NC 27282

GRIFFIN SR, D H
2022 SHIMER DRIVE
JAMESTOWN NC 27282

GRIFFIN SR, D H
4716 HILLTOP RD
GREENSBORO NC 27407

HAIRE, KATHY J
6511 BRONZE RD
JAMESTOWN NC 27282

HALL, TOMMY E;HALL, SHIRLEY C
3907 KIVETT DR
JAMESTOWN NC 27282

HAND, CAROLYN
6200 KERSEY VALLEY RD
JAMESTOWN NC 27282

HARRIS, RICHARD A;MCIRVIN, PATRICIA LOUISE
3925 KIVETT DR.
JAMESTOWN NC 27282

HISTORIC CASTLE MCCULLOCH LLC
3925 KIVETT DR.
JAMESTOWN NC 27282

HOLTON, GEORGE THOMAS;HOLTON, WANDA R
5911 CHIPMUNK DR
GREENSBORO NC 27407

HUGHES, JOSEPH K;HUGHES, SALLY B
PO BOX 1027
JAMESTOWN NC 27282

HUGHES, RANDY E
6510 HAYWORTH SPRINGS RD
JAMESTOWN NC 27282

HUTCHENS, KEITH A
5 CUB DR
THOMASVILLE NC 27360

JOHNSON, GEORGE L;JOHNSON, JENNY N
3721 KIVETT DR
JAMESTOWN NC 27282

JOHNSON, GLENN ALBERT
3921 KIVETT DR
JAMESTOWN NC 27282

KIMSEY, JAMES R;KIMSEY, PEGGY G
183 RICHVIEW CIR
HIGH POINT NC 27265

KISER, JERRY W;KISER, LYNDA H
6509 BRONZE RD
JAMESTOWN NC 27282

MARTIN MARIETTA MATERIALS INC
PO BOX 30013
RALEIGH NC 27622

MASHBURN, BERYL
4004 KIVETT DR
JAMESTOWN NC 27282

NALL, TIMOTHY R
4948 MILLER MILL RD
TRINITY NC 27370

OFS BRANDS HOLDINGS INC
P O BOX 100
HUNTINGBURG IN 47542

OWENBY, ARNOLD RICHARD;OWENBY, MARIE MORGAN
3813 KIVETT DR
JAMESTOWN NC 27282

OXFORD PROPERTY HOLDINGS LLC
822 N ELM ST SUITE 200
GREENSBORO NC 27401

PANDO, MANUEL ALBERTO
3723 KIVETT DRIVE
JAMESTOWN NC 27282

REID, ANNETTE C
6607 BRONZE RD
JAMESTOWN NC 27282

REYNOSO, FABIAN URIOSTEGUI
609 HABERSHAM ROAD
HIGH POINT NC 27260

RODGERS, KRISTIE LEIGH
1307 KERSEY VALLEY RD
ARCHDALE NC 27263

RODRIGUEZ-SALDANA, RAFAEL RAMON
731 BAKER RD
HIGH POINT NC 27263

RODRIGUEZ-SALDANA, RAFAEL RAMON
731 BAKER RD
HIGH POINT NC 27263

ROSE RED LLC
1211 YORKSHIRE DRIVE
HIGH POINT NC 27262

ROSE-RED LLC
1211 YORKSHIRE DR
HIGH POINT NC 27262

SECHRIST, JANE E;SECHRIST, JOHN K
PO BOX 193
THOMASVILLE NC 27361

SECHRIST, JANE E;SECHRIST, JOHN K
PO BOX 193
THOMASVILLE NC 27361

STEVENS, THOMAS W
6513 BRONZE RD
JAMESTOWN NC 27282

WATKINS, SHEILA A
6713 BRONZE RD
JAMESTOWN NC 27282

WHITT, AUBREY;WHITT, ANNE B
4401 OAKVIEW DR
TRINITY NC 27370

WI HIGH POINT LANDFILL LLC
3301 BENSON DR SUITE 601
RALEIGH NC 27909

XAYAVONG, SOUANELAY
2003 SHEREE CT
GREENSBORO NC 27406

YARBOROUGH, STANTON EDWARD;YARBOROUGH, RACHEL M
1304 KERSEY VALLEY RD
HIGH POINT NC 27263

YARBOROUGH, TONY E;YARBOROUGH, STANTON E;YARBOROUGH, RACHEL M
1303 KERSEY VALLEY RD
HIGH POINT NC 27263

YOUNG, JEWELL STAMEY L/T;STAMEY, KENNETH EDWARD
3731 KIVETT DR
JAMESTOWN NC 27282

YOUNG, JEWELL STAMEY;STAMEY, KENNETH E
6800 KEN-CAY RD
JAMESTOWN NC 27282

Attachment C

Sign In Sheet

City of High Point – Kersey Valley Landfill Expansion
Citizen's Information Meeting Report

CITIZEN INFORMATION MEETING
ATTENDEES

NAME	ADDRESS	PHONE	EMAIL
John Range	3925 Kivett Drive Jamestown NC 27282	336-870-2599	JRange@RangeInvestments.com
Janie & Johnny Christix	3905 Kivett Drive Jamestown	336-339-1358 336-339-3843	sechristjanie@yahoo.com
Thomas & Debra Stevens	613 Bronze Rd Jamestown, NC	336-833-0695	
John Floyd	1214 Jackson Lake Rd High Point NC 27263	336-402-1502	john.floyd@univar.com

Attachment D

Information Available at Meeting

City of High Point – Kersey Valley Landfill Expansion
Citizen's Information Meeting Report

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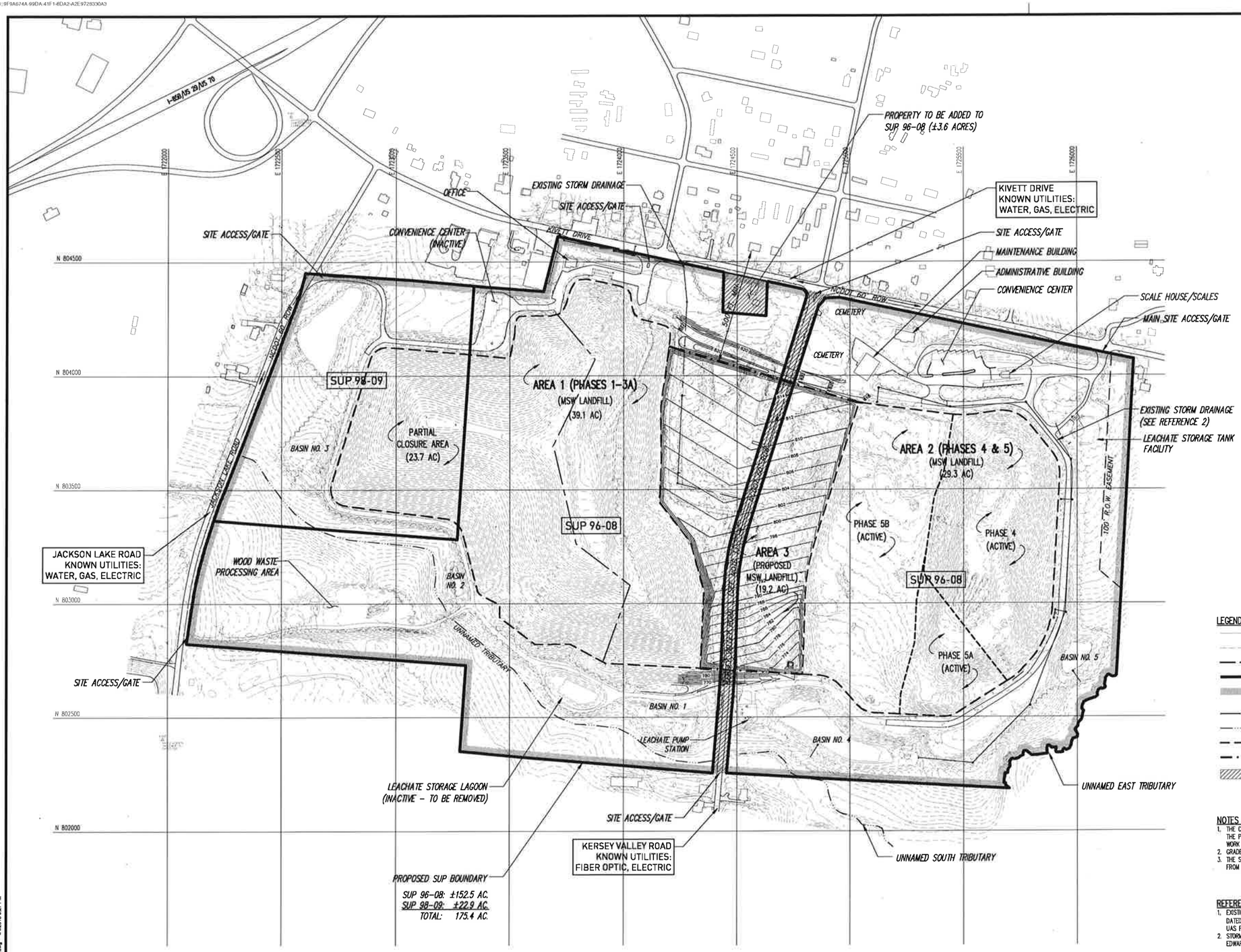

LEGEND

- EXISTING 10' CONTOUR
- EXISTING 2' CONTOUR
- PROPERTY LINE
- CURRENT SUP BOUNDARY
- PERIMETER OF SITE (PROPOSED SUP BOUNDARY)
- LIMITS OF PARTIAL CLOSURE AREA
- STREAM (PERENNIAL AND INTERMITTENT)
- LIMITS OF EXISTING DISPOSAL AREA (LINED)
- LIMITS OF PROPOSED AREA 3
- PROPERTY TO BE ADDED TO SUP 96-08

NOTES

1. THE CITY INTENDS TO ASSUME CONTROL AND CLOSE TO PUBLIC ACCESS THE PORTION OF KERSEY VALLEY ROAD THROUGH THE SITE. RELATED WORK IS ONGOING WITH THE NCDOT.
2. GRADES SHOWN FOR AREA 3 REPRESENT TOP OF SUBGRADE.
3. THE SITE IS NOT LOCATED IN A 100-YEAR FLOODPLAIN , AS DETERMINED FROM FEMA MAP NO. 3710782000J PANEL 7820, DATED JUNE 18, 2007.

REFERENCES

1. EXISTING TOPOGRAPHY PROVIDED BY SPATIAL DATA CONSULTANTS, INC., DATED MAY 16, 2017. TOPOGRAPHY IN ACTIVE AREAS (AREA 2) FROM UAS FLIGHT DATED JUNE 26, 2018 BY WITHERS RAVENEL, CARY, NC.
2. STORM DRAINAGE AS-BUILT SURVEY DATED AUGUST 20, 2010 BY C. EDWARD MOORE, JR., PLS, SUMMERFIELD, NC.

OWNER

CITY OF HIGH POINT – PUBLIC SERVICES DEPT.
211 SOUTH HAMILTON STREET
HIGH POINT, NC 27260
PHONE: (336) 883-3215
CONTACT: ROBBY STONE, P.E.
ASSISTANT DIRECTOR

0 200' 400' 600'

PREPARED FOR:

CITY OF HIGH POINT DEPARTMENT OF PUBLIC SERVICES HIGH POINT, NC

PREPARED BY:

NC LIC. NO F-1370 (ENGINEERING)
SC COA NO. C01488

SMITH+ GARDNER
ENGINEERS
14 N. Boylan Avenue, Raleigh NC 27603 | 919.828.0577
1526 Richland St., Columbia SC 29201

SEAL

NORTH CAROLINA PROFESSIONAL SEAL 021666 ENGINEER PETER K. SCHEER
4/15/2019

SEAL

REV.	DATE	DESCRIPTION

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PROJECT TITLE:

CITY OF HIGH POINT KERSEY VALLEY MSW LANDFILL AREA 3 SPECIAL USE PERMIT

DRAWING TITLE:

SITE PLAN

DESIGNED: P.K.S.	PROJECT NO: HPDINT 18-2
DRAWN: C.T.J.	SCALE: AS SHOWN
APPROVED: PKS	DATE: APRIL 2019
FILENAME: HP-D0557	
SHEET NUMBER:	DRAWING NUMBER: FIG.1

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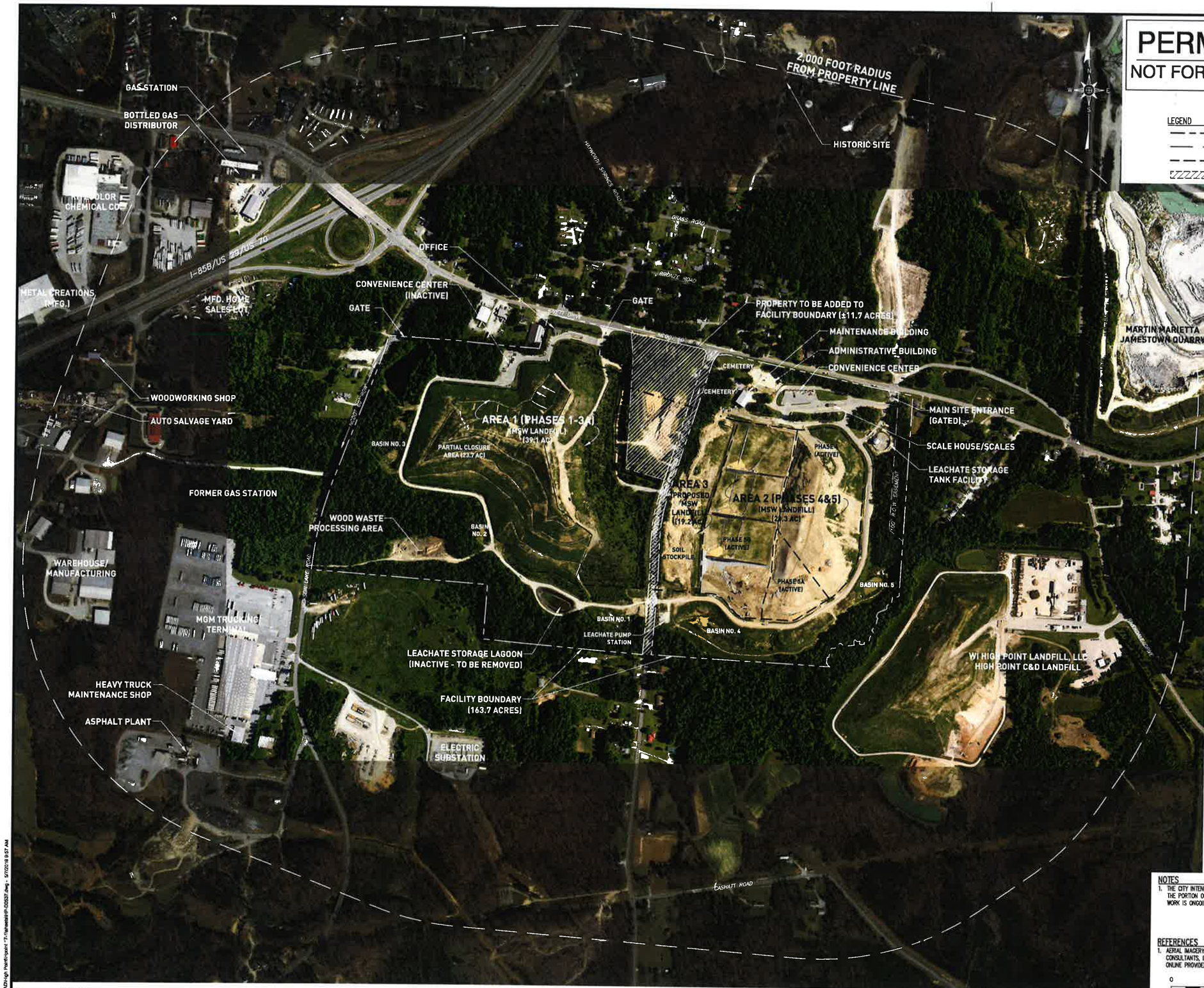

PERMIT ISSUE
NOT FOR CONSTRUCTION

LEGEND

- PROPERTY LINE
- 2000 FOOT RADIUS FROM PROPERTY LINE
- LIMITS OF DISPOSAL AREA (LINED)
- PROPERTY TO BE ADDED TO FACILITY BOUNDARY

NOTES

1. THE CITY INTENDS TO ASSUME CONTROL AND CLOSE TO PUBLIC ACCESS THE PORTION OF KERSEY VALLEY ROAD THROUGH THE SITE. RELATED WORK IS ONGOING WITH THE NCDOT.

REFERENCES

1. AERIAL IMAGERY IN THE SITE VICINITY PROVIDED BY SPATIAL DATA CONSULTANTS, INC., DATED MAY 16, 2017. ADDITIONAL IMAGERY FROM ONLINE PROVIDER BING, MICROSOFT CORPORATION 2017.

0 300' 600' 900'

PREPARED FOR:

CITY OF HIGH POINT
DEPARTMENT OF
PUBLIC SERVICES
HIGH POINT, NC

PREPARED BY:

NC LIC NO F-1370 (ENGINEERING)

SMITH+ GARDNER
ENGINEERS
14 N. Boylan Avenue, Raleigh NC 27603 | 919.828.0577

SEAL

NORTH CAROLINA PROFESSIONAL SEAL 021666 ENGINEER PETER K. SCHEER
5/8/2019

SEAL

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PROJECT TITLE:

KERSEY VALLEY MSW LANDFILL
AREA 3 SITE STUDY

DRAWING TITLE:

AERIAL PHOTOGRAPH
WITH 2,00 FOOT RADIUS

DESIGNED: P.K.S.	PROJECT NO: HPOINT 17-1
DRAWN: C.T.J.	SCALE: AS SHOWN
APPROVED: PKS	DATE: MAY 2019
FILENAME: HP-00537	
SHEET NUMBER:	DRAWING NUMBER: FIG.4

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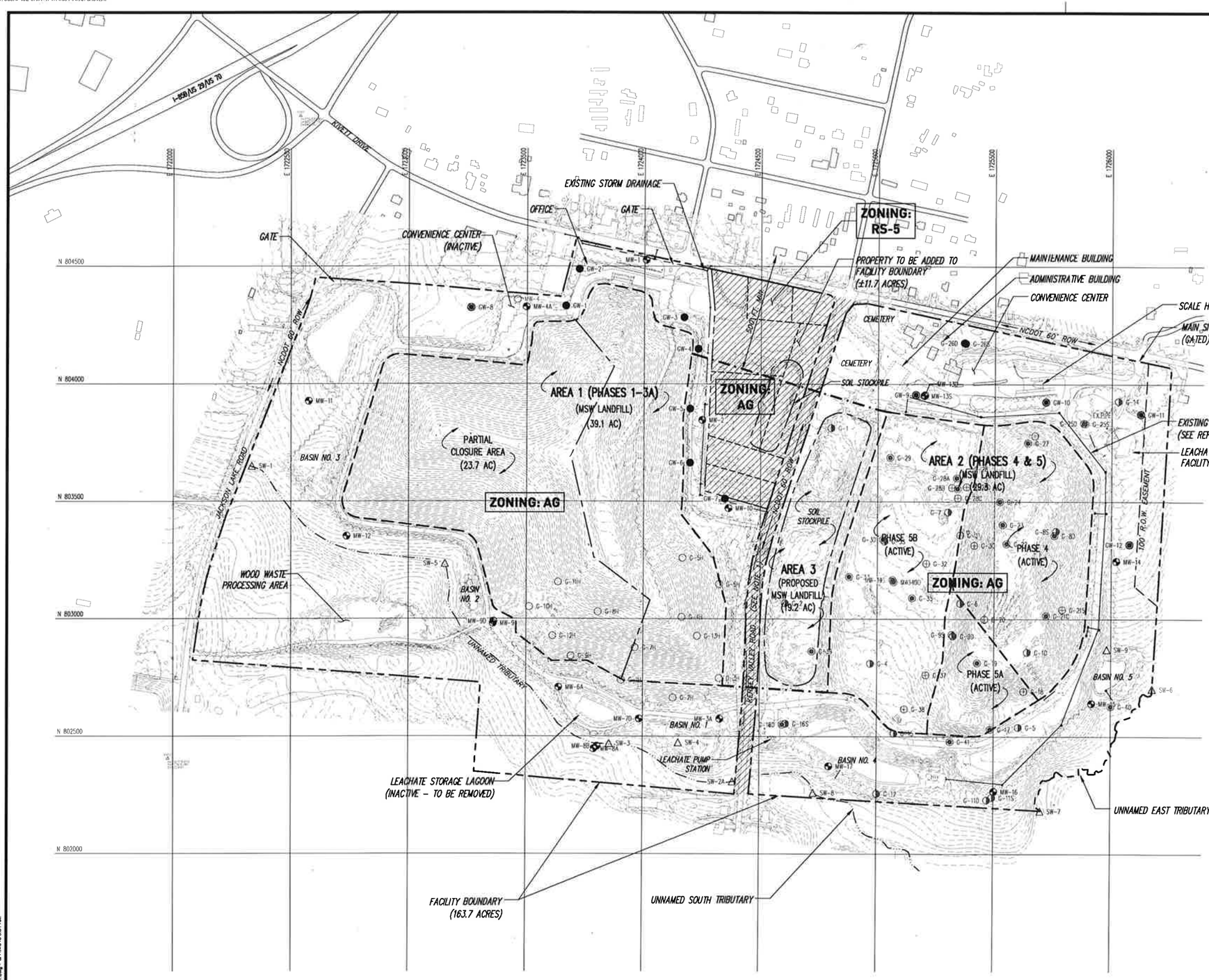

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PREPARED FOR:

CITY OF HIGH POINT
DEPARTMENT OF
PUBLIC SERVICES
HIGH POINT, NC

PREPARED BY:

NC LIC. NO. F-1370 (ENGINEERING)
SC COA NO. C01488

SMITH+ GARDNER
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1526 Richland St., Columbia SC 29201

SEAL

NORTH CAROLINA PROFESSIONAL SEAL 021655 ENGINEER PETER K. SCHER
8/8/2019

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LEGEND

- EXISTING 10' CONTOUR
- EXISTING 2' CONTOUR
- PROPERTY LINE
- PARCEL BOUNDARY
- FACILITY BOUNDARY
- SOIL STOCKPILE BOUNDARY (APPROXIMATE)
- STREAM (PERENNIAL AND INTERMITTENT)
- LIMITS OF DISPOSAL AREA (LINED)
- LIMITS OF PROPOSED AREA 3
- MW-9 — EXISTING MONITORING WELL
- MW-19D — ABANDONED MONITORING WELL
- SW-3 — EXISTING SURFACE WATER MONITORING POINT
- GW-3 — EXISTING LANDFILL GAS MONITORING WELL (GW-8 THROUGH GW-12 ARE APPROXIMATE LOCATIONS)
- GW-7 — EXISTING LANDFILL GAS MONITORING WELL (NOT INCLUDED IN ROUTINE MONITORING NETWORK)
- PROPERTY TO BE ADDED TO FACILITY BOUNDARY

NOTES

1. THE CITY INTENDS TO ASSUME CONTROL AND CLOSE TO PUBLIC ACCESS THE PORTION OF KERSEY VALLEY ROAD THROUGH THE SITE. RELATED WORK IS ONGOING WITH THE NCDOT.

REFERENCES

1. EXISTING TOPOGRAPHY PROVIDED BY SPATIAL DATA CONSULTANTS, INC., DATED MAY 16, 2017. TOPOGRAPHY IN ACTIVE AREAS (AREA 2) FROM UAS FLIGHT DATED JUNE 26, 2018 BY WITHERS RAVENEL, CARY, NC. TOPOGRAPHY BEYOND THE LIMITS OF AERIAL SURVEY PROVIDED BY GUILFORD COUNTY GIS DEPARTMENT, UNKNOWN DATE.
2. STORM DRAINAGE AS-BUILT SURVEY DATED AUGUST 20, 2010 BY C. EDWARD MOORE, JR., PLS, SUMMERFIELD, NC.

0 200' 400' 600'

PROJECT TITLE:

KERSEY VALLEY MSW LANDFILL
AREA 3
PROPOSED FACILITY PLAN

DRAWING TITLE:

EXISTING CONDITIONS

DESIGNED: P.K.S.	PROJECT NO: HPOINT 17-1
DRAWN: C.T.J.	SCALE: AS SHOWN
APPROVED: PKS	DATE: MAY 2019
FILENAME: HP-D0551	
SHEET NUMBER: 1	DRAWING NUMBER: S1

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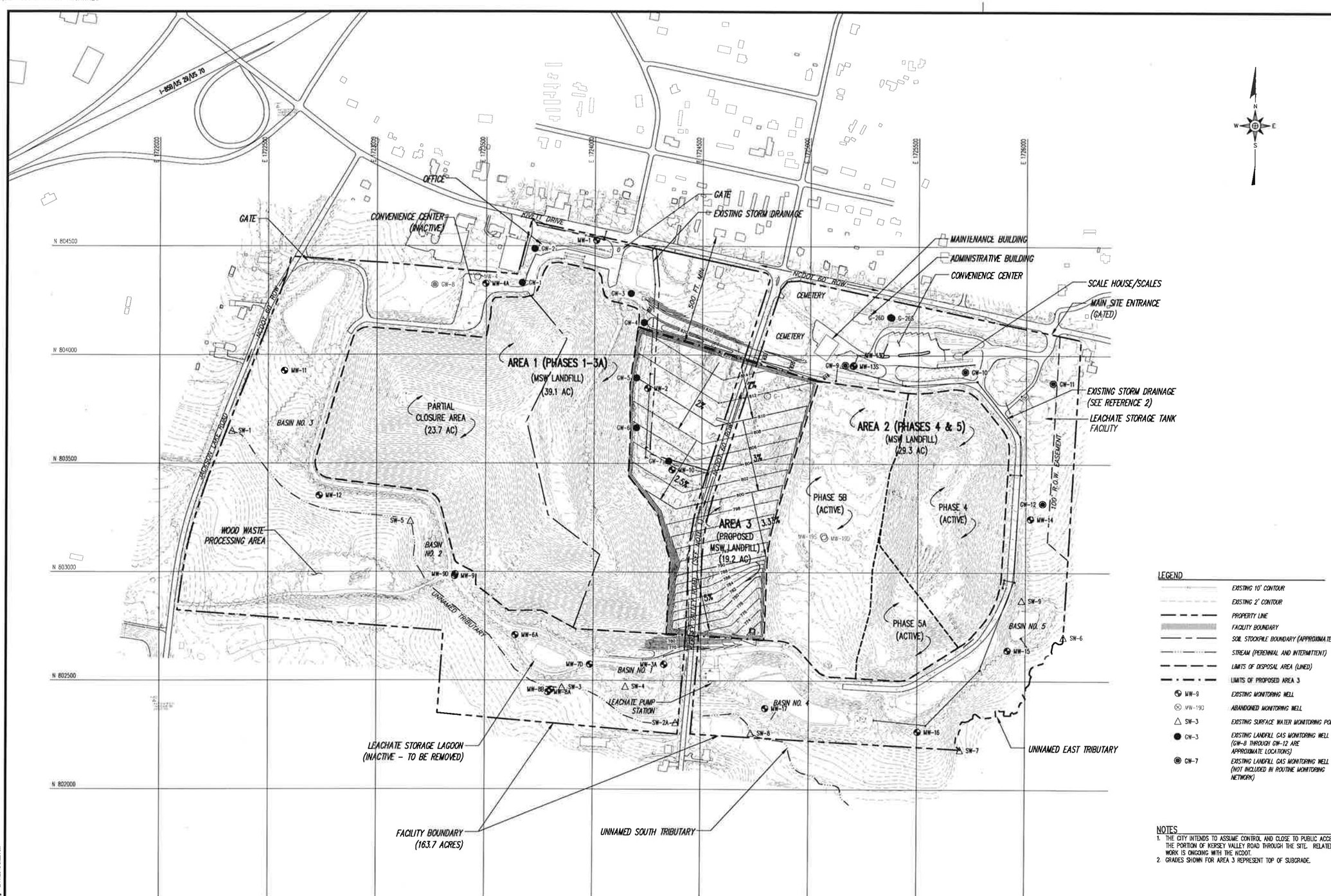

LEGEND

- EXISTING 10' CONTOUR
- EXISTING 2' CONTOUR
- PROPERTY LINE
- FACILITY BOUNDARY
- SOIL STOCKPILE BOUNDARY (APPROXIMATE)
- STREAM (PERENNIAL AND INTERMITTENT)
- LIMITS OF DISPOSAL AREA (LINED)
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- GW-7 — EXISTING LANDFILL GAS MONITORING WELL (NOT INCLUDED IN ROUTINE MONITORING NETWORK)

NOTES

1. THE CITY INTENDS TO ASSUME CONTROL AND CLOSE TO PUBLIC ACCESS THE PORTION OF KERSEY VALLEY ROAD THROUGH THE SITE. RELATED WORK IS ONGOING WITH THE NCDOT.
2. GRADES SHOWN FOR AREA 3 REPRESENT TOP OF SUBGRADE.

REFERENCES

1. EXISTING TOPOGRAPHY PROVIDED BY SPATIAL DATA CONSULTANTS, INC., DATED MAY 16, 2017. TOPOGRAPHY IN ACTIVE AREAS (AREA 2) FROM UAS FLIGHT DATED JUNE 26, 2018 BY WITHERS RAVENEL, CARY, NC.
2. STORM DRAINAGE AS-BUILT SURVEY DATED AUGUST 20, 2010 BY C. EDWARD MOORE, JR., PLS, SUMMERFIELD, NC.

0 200' 400' 600'

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PREPARED FOR:

CITY OF HIGH POINT DEPARTMENT OF PUBLIC SERVICES HIGH POINT, NC

PREPARED BY:

NC LIC. NO. F-1370 (ENGINEERING)
SC COA NO. C01488

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1526 Richland St., Columbia SC 29201

SEAL

NORTH CAROLINA PROFESSIONAL SEAL 021656 ENGINEER PETER K. SCHEER
DocuSigned by: Peter K. Scheer
9/18/2019

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PROJECT TITLE:

KERSEY VALLEY MSW LANDFILL AREA 3 PROPOSED FACILITY PLAN

DRAWING TITLE:

SITE DEVELOPMENT PLAN BASE GRADES

DESIGNED: P.K.S.	PROJECT NO: HPOINT 17-1
DRAWN: C.T.J.	SCALE: AS SHOWN
APPROVED: PKS	DATE: MAY 2019
FILENAME: HP-D0540	
SHEET NUMBER: 2	DRAWING NUMBER: S2

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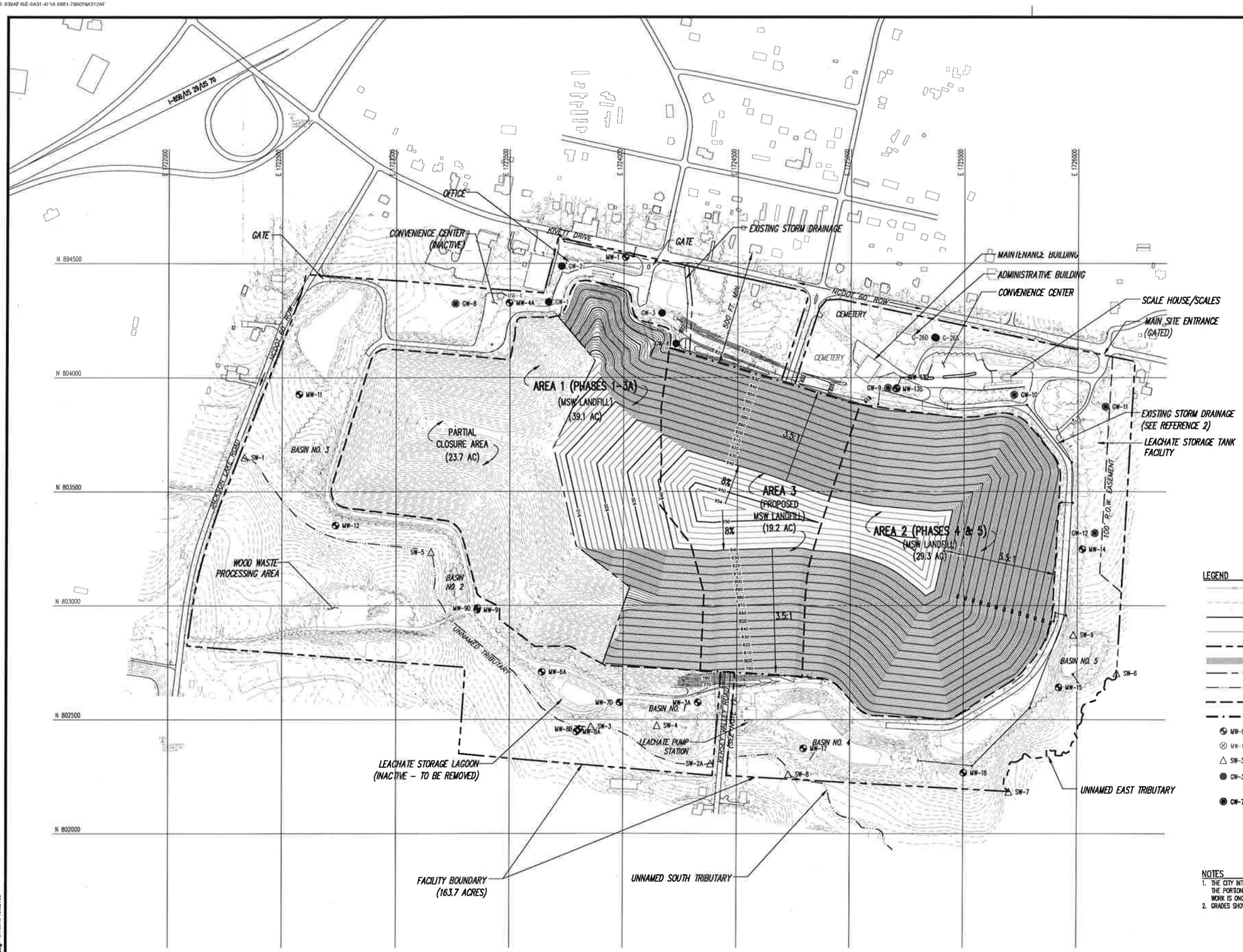

LEGEND

- EXISTING 10' CONTOUR
- EXISTING 2' CONTOUR
- PROPOSED 10' CONTOUR
- PROPOSED 2' CONTOUR
- PROPERTY LINE
- FACILITY BOUNDARY
- SOIL STOCKPILE BOUNDARY (APPROXIMATE)
- STREAM (PERENNIAL AND INTERMITTENT)
- LIMITS OF DISPOSAL AREA (LINED)
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- GW-7 EXISTING LANDFILL GAS MONITORING WELL (NOT INCLUDED IN ROUTINE MONITORING NETWORK)

NOTES

1. THE CITY INTENDS TO ASSUME CONTROL AND CLOSE TO PUBLIC ACCESS THE PORTION OF KERSEY VALLEY ROAD THROUGH THE SITE. RELATED WORK IS ONGOING WITH THE NCDOT.
2. GRADES SHOWN REPRESENT TOP OF FINAL COVER.

REFERENCES

1. EXISTING TOPOGRAPHY PROVIDED BY SPATIAL DATA CONSULTANTS, INC., DATED MAY 16, 2017. TOPOGRAPHY IN ACTIVE AREAS (AREA 2) FROM UAS FLIGHT DATED JUNE 26, 2018 BY WITHERS RAVENEL, CARY, NC.
2. STORM DRAINAGE AS-BUILT SURVEY DATED AUGUST 20, 2010 BY C. EDWARD MOORE, JR., PLS, SUMMERFIELD, NC.

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PREPARED FOR:

CITY OF HIGH POINT DEPARTMENT OF PUBLIC SERVICES HIGH POINT, NC

PREPARED BY:
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SMITH+ GARDNER ENGINEERS
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1526 Richland St., Columbia SC 29201

SEAL
NORTH CAROLINA PROFESSIONAL SEAL 021666 ENGINEER PETER K. SCHEER
Peter K. Scheer
5/8/2019
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PROJECT TITLE:

KERSEY VALLEY MSW LANDFILL AREA 3 PROPOSED FACILITY PLAN

DRAWING TITLE:

SITE DEVELOPMENT PLAN FINAL COVER GRADES

DESIGNED: P.K.S.	PROJECT NO: HPOINT 17-1
DRAWN: C.T.J.	SCALE: AS SHOWN
APPROVED: PKS	DATE: MAY 2019
FILENAME: HP-D0540	
SHEET NUMBER: 3	DRAWING NUMBER: S3

City of High Point

Citizen Information Meetings

Persons filing certain development applications with the City of High Point are required to hold a citizen information meeting. This requirement applies to applications for a Conditional Zoning District, Planned Development District, Special Use and a Zoning Map Amendment that proposes to establish a more intense zoning district.

The City of High Point finds that quality development is better achieved through an informed and cooperative process than an adversarial one. The purpose of the citizen information meeting is to allow the person fling an application, otherwise known as the applicant, the opportunity to inform citizens about their development proposal and to provide citizens the opportunity to ask questions and find out more about the proposal prior to any official public hearings.

The applicant's development proposal is officially presented to the Planning & Zoning Commission and City Council at their respective public hearings. At the public hearings, the Commission and Council hear comments and concerns from citizens regarding the proposal prior to making decisions. The public hearings are not the preferred setting for citizens to learn about a development proposal for the first time. It is difficult to gain understanding of a proposal and offer well thought out comments during the relatively short time of a public hearing. The citizen information meeting is important in that it can provide basic information and allow communication with the applicant before the public hearings, so that citizens may informatively develop their comments and any concerns, and later present them at the public hearings for consideration.

Applicants may vary the form and number of citizen information meetings they conduct; however, they are required to contact or otherwise notify owners of property located within 300 feet of the proposed site. Whatever form the meeting takes, those citizens participating are provided with this written statement from the City of High Point, which describes the purpose of the citizen information meeting, the application process and where additional information may be obtained from the City. In addition, the applicant must provide a description of the development proposal and are encouraged to share any other available information that would help citizens to better understand it.

After the application is filed with the City's Planning & Development Department, the applicant submits to the City a written summary of the citizen information meeting(s). At a minimum, this report records:

- The date, time, and location of the meeting;
- The method and date of notification about the meeting;
- A list of landowners notified about the meeting;
- A list of meeting attendees;
- If the meeting was conducted as a series of telephone calls;
- The description of the development proposal presented to the attendees; and
- A summary of attendee comments, ideas, and suggestions from citizens to be incorporated into the development proposal.

Before the public hearings are held, the City's Planning & Development Department mails notices to all owners of property located within 300-feet of the site. This notice provides a brief summary of the application; the time, date and place of the Planning & Zoning Commission public hearing; and contact information. A second notice is mailed prior to the City Council's public hearing with similar information. Also, signs are placed on the site giving notice of the request and the City's public hearings.

After hearing public comments and considering the development proposal, the Planning & Zoning Commission makes a recommendation to the City Council who, after holding their public hearing, decides what action should be taken on the proposal. Changes to the applicant's proposal can occur during this process in order to insure consistency with City policy and development regulations, and to minimize expected impacts that can be generated by the development or use of the site.

Development conditions can be adopted by the City Council for a Conditional Zoning District, Planned Development District, or Special Use. However, no condition can be included that:

- Specifies the ownership status, race, religion, or other characteristics of the development's occupants;
- Establishes a minimum size of a dwelling unit;
- Establishes a minimum value of buildings or improvements;
- Excludes residents based upon race, religion, or income; or
- Obligates the City to perform in any manner relative to the approval of or development of the land.

Citizens are strongly encouraged to contact the City's Planning & Development Department and visit the website below for additional information on the City's zoning process, and for information about specific development proposals.

Contact:

Planning & Development Department 336-883-3328

www.buildhighpoint.com

Revised 09-05-17

CITY OF HIGH POINT
AGENDA ITEM

Title: Appointment – Planning & Zoning Commission

From: City Clerk's Office

Meeting Date: June 17, 2019

Public Hearing: N/A

Advertising Date / Advertised By: N/A

Attachments: Application

PURPOSE:
To appoint Thaddeus Juszczak to the Planning & Zoning Commission.

BACKGROUND:
Mayor Pro Tem Jason Ewing is recommending the appointment of Thaddeus Juszczak to the Planning & Zoning Commission as his Ward 6 appointee. Appointment will be effective 7/1/2019 and will expire on 7/1/2022.

BUDGET IMPACT:
N/A

RECOMMENDATION / ACTION REQUESTED:
Council is requested to confirm the appointment of Thaddeus Juszczak to the Planning & Zoning Commission.

Profile

Thaddeus
First Name

Juszczak
Last Name

thadjusz@hotmail.com
Email Address

664 Stags Leap Court
Street Address

Suite or Apt

High Point
City

NC
State

27265
Postal Code

What district do you live in? *

☑ Within High Point Corporate Limits

Home: (336) 885-8883
Primary Phone

Mobile: (703) 732-1912
Alternate Phone

semi-retired/American University (DC)
Employer

Which Boards would you like to apply for?

Planning & Zoning Commission: Submitted

6
Ward you reside in?

Interests & Experiences

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

Spent my entire professional and volunteer life in government and non-profit management. Have a Masters degree in Public Administration and have been teaching the next generation of public administrators since 2012. Graduated from the Town of Wake Forest Planning Board Academy. Selected in July 2015 to complete (18 months) the term of a resigned Planning Board member and subsequently selected in December 2016 for my own three-year term on the Board. Member of the Wake Forest Area Chamber of Commerce and served two years on its Government Affairs Committee.

Juszczak_resume_Jan_2019.docx
Upload a Resume

Have you participated in Leadership High Point?

○ Yes ◉ No

Thaddeus L. (Thad) Juszczak, Jr.
Thadjusz@hotmail.com
LinkedIn: http://www.linkedin.com/in/thadj 336.885.8883 / 703.732.1910

Thad is an accomplished professional who provides outstanding technical and managerial/executive leadership in organizational budgeting, administration, and financial and performance management. His experience includes analyst, supervisor, manager, and executive positions in government and not-for-profit (NFP) business operations, as well as consulting. He is an expert in budget and performance integration, helping organizations clarify their goals and objectives and then obtain, match, and execute the resources needed to accomplish desired results.

Thad has always been a teacher, beginning with teaching religion to high school students at his church. As a government supervisor, he taught his staff to accomplish their various tasks. He also taught organizational development for the Army and ethics for the Internal Revenue Service. He regularly made presentations at conferences, and he published articles in professional journals. He taught budgeting courses at The Performance Institute, and he was an adjunct lecturer at American University, teaching a graduate course in budgeting and financial management. Currently he teaches online graduate courses in public policy and administration for American University.

Thad enjoys helping others with business operations. He wants to be in the trenches, dealing with issues, solving problems, and enjoying the satisfaction of personally contributing to successful results. He knows how to be either a hands-on manager, a strategic executive, or a trusted advisor, as the circumstances warrant. He is an excellent manager and developer of people, setting high standards for himself and his staff and then helping them achieve those standards. Four of his former employees, including three women, have been Chief Financial Officers of federal agencies.

Thad is active in his community, often in leadership positions. He twice served as President of his homeowners' association, and he completed eight terms as a high school PTA President. He served on county government committees to advise the School Board and to recommend changes in land use policy. He was a member of church Finance Committees, and he coached over 20 seasons of youth athletics. He was a member of the Wake Forest, NC Planning Board.

Experience

- After completing college, Thad began work as a GS-5 for the Army in Los Angeles. He later moved to an Army major command in Atlanta, where he also earned a master's degree at night.
- After ten years with the Army, he relocated to Washington, DC, where he progressed from supervisor to manager to senior executive while working for the Environmental Protection Agency (EPA), the Internal Revenue Service (IRS), the Treasury Inspector General for Tax Administration (TIGTA), and the Department of Health and Human Services (HHS).
- During his government service, he also served as Treasurer for five NFP organizations (and subsequently President of three of them).
- He retired from federal service after 34 years and began consulting with Grant Thornton. His clients included agencies in the Departments of Agriculture, Commerce, Energy, and Homeland Security; NASA; and Yale University. He also taught classes at American University in DC.
- After ten years with Grant Thornton, he started his own consulting firm. His clients included North Carolina state government and SAS. He teaches online for American University and volunteered with his church, the Town of Wake Forest, the Wake Forest Chamber of Commerce, and the Executive Service Corps of the Triangle.

2016-2019 American University. Adjunct Professorial Lecturer. Teaching graduate level courses via online platform.

2014-2019	Budget & Performance Consulting. Principal. Assist clients with budgeting and performance management issues.
2016-2018	Executive Service Corps of the Triangle. Consultant. Provided pro bono consulting for local nonprofit organizations on planning, governance, and financial issues.
2015-2018	Town of Wake Forest. Member, Planning Board. Reviews and advises Town Commissioners on zoning and similar issues.
2012-2014	American University. Adjunct Professorial Lecturer. Developed and taught graduate budget course.
2004-2014	Grant Thornton LLP. Director. Assisted clients with budgeting and performance management issues. Managed marketing survey efforts.
2003-2004	US Department of Health and Human Services. Division director. Oversaw formulation, justification, and execution of single largest Departmental budget.
2002-2003	Treasury Inspector General for Tax Administration. Division director. Managed transfer of administrative functions from the IRS to another provider.
1990-2002	Internal Revenue Service. Branch chief and division director. Provided complete range of budgeting and performance management services for agency of 100,000+ people.
1980-1990	Environmental Protection Agency. Branch chief and division director. Provided complete range of administrative services for national hazardous waste program.
1970-1980	US Army. Analyst. Assisted in development and execution of budgets at installation and major command levels.

Skills and Abilities: Budgeting, Performance Mgt, Strategic Planning, Financial Mgt

Specific Accomplishments

- Effectively recruited, trained, managed, and led teams at different organizations in professionally formulating and executing budgets ranging from $300 million to $550 billion annually. (all)
- Successfully managed the IRS Strategic Planning and Budgeting Division in the aftermath of 9-11 to identify, cost, and justify changes to protect the nation's tax administration infrastructure. (IRS)
- Developed innovative techniques to recoup $65 million from expired funds. (IRS)
- Proficiently led the transition of the hazardous waste administrative office through the fallout from the President's firing of the political leadership and subsequent FBI investigation. (EPA)
- Thoroughly established the full range of administrative functions for new, politically-visible hazardous waste office, and effectively served the first six political appointees. (EPA)
- Served as the primary researcher/author for the first command regulation on Army Reserve budgeting and financial management. (Army)

Education and Professional Affiliations

- Master of Public Administration: Georgia State University, Andrew Young School of Policy Studies
- Bachelor of Arts, Philosophy: University of California, Irvine
- Public Financial Publications, Inc, publisher of *Public Budgeting & Finance* (Treasurer, President)
- Association of Government Accountants (AGA) (National Treasurer)
- Association for Budgeting and Financial Management (Treasurer, President)
- American Association for Budget and Program Analysis (Treasurer, President)
- American Society for Public Administration (ASPA) (Chair, Finance Committee)

Awards

- Elmer B. Staats Lifetime Achievement for Distinguished Public Service, March 2011, ASPA
- President's Award, July 2011 and July 2009, AGA

Publications

Juszczak, Thad, "Interrupted Journey: The Road to Better Budgeting," November 2013, Survey of federal budget professionals published by Grant Thornton and the American Association for Budget and Program Analysis (AABPA).

Juszczak, Thad, "After the Shutdown,: Spring 2014; "Living with Continuing Resolutions," Winter 2011; "Strategic Budget Cutting in Federal Agencies," Winter 2010; "Primer on Budgeting Federal Labor Costs," Summer 2010; "*Quattro Punti*: Four Steps to Budgeting and Performance Management," Summer 2009 (Part I), Fall 2009 (Part II), *The Public Manager.*

Juszczak, Thad, "The Road Forward: The Federal Budget and Budgeting Profession," November 2011, Survey of federal budget professionals published by Grant Thornton and the American Association for Budget and Program Analysis (AABPA).

Webinars/Presentations/Courses

"Budgeting and Financial Management," American University, Three credit-hour graduate course; Spring and Fall 2012, Spring and Summer 2013, and Spring 2014 semesters. Three credit-hour graduate online course; Summer 2016, Spring and Summer 2017, Spring, Summer, and Fall 2018.

"American Government Today" SAS, Two-day training for SAS personnel assigned to sell to federal, state, and local government, September 2015, August 2014.

"The President's Budget for FY 2015," March 2014, Public Webinar

"The President's Budget for FY 2014," April 2013, Public Webinar

"Surviving the Sequester" March 2013, Public Webinar

"The Federal Budget and Appropriations Process" November 2011; "Performance Linked Budgeting" September 2011; "Navigate the Budget Process" April 2012, December 2010, August 2010, and August 2006, The Performance Institute.

"Government Budgeting Demystified: How Government Funds Projects" September 2013; "What's in Your Wallet? Federal Financial Crises Du Jour" February 2013; "The Federal Budget Process" February 2011; "The President's FY 2011 Budget" February 2010: "Budget Basics: How I Learned to Stop Worrying and Love the Budget" October 2007, Grant Thornton Global Public Sector Learning Series

"Stimulus Spending: Using the Recovery Act to Respond to the Economic Crisis," April 2009, 6th Annual IBM Cognos Government Forum.

"What Do Budget Officers Need to Survive (and Thrive) in an Era of Resource and Performance Management?" October 2005, Better Management.

"The Budget's New Clothes, Part II: Getting to Green" February 2005; "The Budget's New Clothes, Part 1: Performance Budgeting," January 2005, Better Management.

Profile

Thaddeus
First Name

Juszczak
Last Name

thadjusz@hotmail.com
Email Address

664 Stags Leap Court
Street Address

Suite or Apt

High Point
City

NC
State

27265
Postal Code

What district do you live in? *

☑ Within High Point Corporate Limits

Home: (336) 885-8883
Primary Phone

Mobile: (703) 732-1912
Alternate Phone

semi-retired/American University (DC)
Employer

Which Boards would you like to apply for?

Planning & Zoning Commission: Submitted

6
Ward you reside in?

Interests & Experiences

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

Spent my entire professional and volunteer life in government and non-profit management. Have a Masters degree in Public Administration and have been teaching the next generation of public administrators since 2012. Graduated from the Town of Wake Forest Planning Board Academy. Selected in July 2015 to complete (18 months) the term of a resigned Planning Board member and subsequently selected in December 2016 for my own three-year term on the Board. Member of the Wake Forest Area Chamber of Commerce and served two years on its Government Affairs Committee.

Juszczak_resume_Jan_2019.docx
Upload a Resume

Have you participated in Leadership High Point?

○ Yes ◉ No

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

Gender

☑ Male

Thaddeus L. (Thad) Juszczak, Jr.
Thadjusz@hotmail.com
LinkedIn: http://www.linkedin.com/in/thadj 336.885.8883 / 703.732.1910

Thad is an accomplished professional who provides outstanding technical and managerial/executive leadership in organizational budgeting, administration, and financial and performance management. His experience includes analyst, supervisor, manager, and executive positions in government and not-for-profit (NFP) business operations, as well as consulting. He is an expert in budget and performance integration, helping organizations clarify their goals and objectives and then obtain, match, and execute the resources needed to accomplish desired results.

Thad has always been a teacher, beginning with teaching religion to high school students at his church. As a government supervisor, he taught his staff to accomplish their various tasks. He also taught organizational development for the Army and ethics for the Internal Revenue Service. He regularly made presentations at conferences, and he published articles in professional journals. He taught budgeting courses at The Performance Institute, and he was an adjunct lecturer at American University, teaching a graduate course in budgeting and financial management. Currently he teaches online graduate courses in public policy and administration for American University.

Thad enjoys helping others with business operations. He wants to be in the trenches, dealing with issues, solving problems, and enjoying the satisfaction of personally contributing to successful results. He knows how to be either a hands-on manager, a strategic executive, or a trusted advisor, as the circumstances warrant. He is an excellent manager and developer of people, setting high standards for himself and his staff and then helping them achieve those standards. Four of his former employees, including three women, have been Chief Financial Officers of federal agencies.

Thad is active in his community, often in leadership positions. He twice served as President of his homeowners' association, and he completed eight terms as a high school PTA President. He served on county government committees to advise the School Board and to recommend changes in land use policy. He was a member of church Finance Committees, and he coached over 20 seasons of youth athletics. He was a member of the Wake Forest, NC Planning Board.

Experience

- After completing college, Thad began work as a GS-5 for the Army in Los Angeles. He later moved to an Army major command in Atlanta, where he also earned a master's degree at night.
- After ten years with the Army, he relocated to Washington, DC, where he progressed from supervisor to manager to senior executive while working for the Environmental Protection Agency (EPA), the Internal Revenue Service (IRS), the Treasury Inspector General for Tax Administration (TIGTA), and the Department of Health and Human Services (HHS).
- During his government service, he also served as Treasurer for five NFP organizations (and subsequently President of three of them).
- He retired from federal service after 34 years and began consulting with Grant Thornton. His clients included agencies in the Departments of Agriculture, Commerce, Energy, and Homeland Security; NASA; and Yale University. He also taught classes at American University in DC.
- After ten years with Grant Thornton, he started his own consulting firm. His clients included North Carolina state government and SAS. He teaches online for American University and volunteered with his church, the Town of Wake Forest, the Wake Forest Chamber of Commerce, and the Executive Service Corps of the Triangle.

2016-2019 American University. Adjunct Professorial Lecturer. Teaching graduate level courses via online platform.

2014-2019	Budget & Performance Consulting. Principal. Assist clients with budgeting and performance management issues.
2016-2018	Executive Service Corps of the Triangle. Consultant. Provided pro bono consulting for local nonprofit organizations on planning, governance, and financial issues.
2015-2018	Town of Wake Forest. Member, Planning Board. Reviews and advises Town Commissioners on zoning and similar issues.
2012-2014	American University. Adjunct Professorial Lecturer. Developed and taught graduate budget course.
2004-2014	Grant Thornton LLP. Director. Assisted clients with budgeting and performance management issues. Managed marketing survey efforts.
2003-2004	US Department of Health and Human Services. Division director. Oversaw formulation, justification, and execution of single largest Departmental budget.
2002-2003	Treasury Inspector General for Tax Administration. Division director. Managed transfer of administrative functions from the IRS to another provider.
1990-2002	Internal Revenue Service. Branch chief and division director. Provided complete range of budgeting and performance management services for agency of 100,000+ people.
1980-1990	Environmental Protection Agency. Branch chief and division director. Provided complete range of administrative services for national hazardous waste program.
1970-1980	US Army. Analyst. Assisted in development and execution of budgets at installation and major command levels.

Skills and Abilities: Budgeting, Performance Mgt, Strategic Planning, Financial Mgt

Specific Accomplishments

- Effectively recruited, trained, managed, and led teams at different organizations in professionally formulating and executing budgets ranging from $300 million to $550 billion annually. (all)
- Successfully managed the IRS Strategic Planning and Budgeting Division in the aftermath of 9-11 to identify, cost, and justify changes to protect the nation's tax administration infrastructure. (IRS)
- Developed innovative techniques to recoup $65 million from expired funds. (IRS)
- Proficiently led the transition of the hazardous waste administrative office through the fallout from the President's firing of the political leadership and subsequent FBI investigation. (EPA)
- Thoroughly established the full range of administrative functions for new, politically-visible hazardous waste office, and effectively served the first six political appointees. (EPA)
- Served as the primary researcher/author for the first command regulation on Army Reserve budgeting and financial management. (Army)

Education and Professional Affiliations

- Master of Public Administration: Georgia State University, Andrew Young School of Policy Studies
- Bachelor of Arts, Philosophy: University of California, Irvine
- Public Financial Publications, Inc, publisher of *Public Budgeting & Finance* (Treasurer, President)
- Association of Government Accountants (AGA) (National Treasurer)
- Association for Budgeting and Financial Management (Treasurer, President)
- American Association for Budget and Program Analysis (Treasurer, President)
- American Society for Public Administration (ASPA) (Chair, Finance Committee)

Awards

- Elmer B. Staats Lifetime Achievement for Distinguished Public Service, March 2011, ASPA
- President's Award, July 2011 and July 2009, AGA

Publications

Juszczak, Thad, "Interrupted Journey: The Road to Better Budgeting," November 2013, Survey of federal budget professionals published by Grant Thornton and the American Association for Budget and Program Analysis (AABPA).

Juszczak, Thad, "After the Shutdown,: Spring 2014; "Living with Continuing Resolutions," Winter 2011; "Strategic Budget Cutting in Federal Agencies," Winter 2010; "Primer on Budgeting Federal Labor Costs," Summer 2010; "*Quattro Punti*: Four Steps to Budgeting and Performance Management," Summer 2009 (Part I), Fall 2009 (Part II), *The Public Manager.*

Juszczak, Thad, "The Road Forward: The Federal Budget and Budgeting Profession," November 2011, Survey of federal budget professionals published by Grant Thornton and the American Association for Budget and Program Analysis (AABPA).

Webinars/Presentations/Courses

"Budgeting and Financial Management," American University, Three credit-hour graduate course; Spring and Fall 2012, Spring and Summer 2013, and Spring 2014 semesters. Three credit-hour graduate online course; Summer 2016, Spring and Summer 2017, Spring, Summer, and Fall 2018.

"American Government Today" SAS, Two-day training for SAS personnel assigned to sell to federal, state, and local government, September 2015, August 2014.

"The President's Budget for FY 2015," March 2014, Public Webinar

"The President's Budget for FY 2014," April 2013, Public Webinar

"Surviving the Sequester" March 2013, Public Webinar

"The Federal Budget and Appropriations Process" November 2011; "Performance Linked Budgeting" September 2011; "Navigate the Budget Process" April 2012, December 2010, August 2010, and August 2006, The Performance Institute.

"Government Budgeting Demystified: How Government Funds Projects" September 2013; "What's in Your Wallet? Federal Financial Crises Du Jour" February 2013; "The Federal Budget Process" February 2011; "The President's FY 2011 Budget" February 2010: "Budget Basics: How I Learned to Stop Worrying and Love the Budget" October 2007, Grant Thornton Global Public Sector Learning Series

"Stimulus Spending: Using the Recovery Act to Respond to the Economic Crisis," April 2009, 6th Annual IBM Cognos Government Forum.

"What Do Budget Officers Need to Survive (and Thrive) in an Era of Resource and Performance Management?" October 2005, Better Management.

"The Budget's New Clothes, Part II: Getting to Green" February 2005; "The Budget's New Clothes, Part 1: Performance Budgeting," January 2005, Better Management.

CITY OF HIGH POINT
AGENDA ITEM

Title: **Resolution of Intent for a Voluntary Contiguous Annexation**
Annexation 19-05
(Shirley Harrison Johnson and Gary Sisk Johnson)

From: Lee Burnette, Planning & Development Director

Meeting Date: June 17, 2019

Public Hearing: No

Advertising Date: Not applicable

Advertised By: Not applicable

Attachments:
A. Resolution of Intent for Annexation 19-05
B. Map of property proposed to be annexed

PURPOSE:
Approval of a Resolution of Intent that establishes a public hearing date to consider a voluntary contiguous annexation request.

BACKGROUND:
Resolution of Intent for Annexation 19-05 is enclosed.

BUDGET IMPACT:
There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:
Staff requests City Council set a public hearing date of Monday, July 15, 2019, for this request.

PUBLISH ONCE: Thursday, June 27, 2019

RESOLUTION TO ESTABLISH A PUBLIC HEARING DATE FOR VOLUNTARY CONTIGUOUS ANNEXATION (AN-19-05)

WHEREAS, the City Council has been petitioned to annex the property of Shirley Harrison Johnson and Gary Sisk Johnson. The proposed annexation site is approximately 12.6 acres and lying approximately 2,100 feet north of the intersection of Skeet Club Road and Birchgarden Drive, at the northern terminus of Village Springs Drive. The property is also known as Guilford County Tax Parcels 169942.

WHEREAS, the City Clerk is in receipt of said petition and has determined its sufficiency in accordance with G.S. 160A-31;

NOW, THEREFORE BE IT RESOLVED, THAT THE CITY COUNCIL establishes Monday, July 15, 2019, at 5:30 p.m., in the Council Chambers in the Municipal Building at 211 South Hamilton Street, High Point, North Carolina, as the date for the public hearing regarding the requested annexation.

Any interested party will be permitted to be heard at the public hearing. The meeting facilities of the City of High Point are accessible to people with disabilities. If you need a special accommodation, call (336) 883-3298 or the TDD# (336) 883-8517.

Following the public hearing, the City Council shall have authority to adopt an ordinance annexing the territory described in the petition. The City Council shall have authority to make the annexing ordinance effective immediately or on any specified date within six (6) months from date of passage of ordinance.

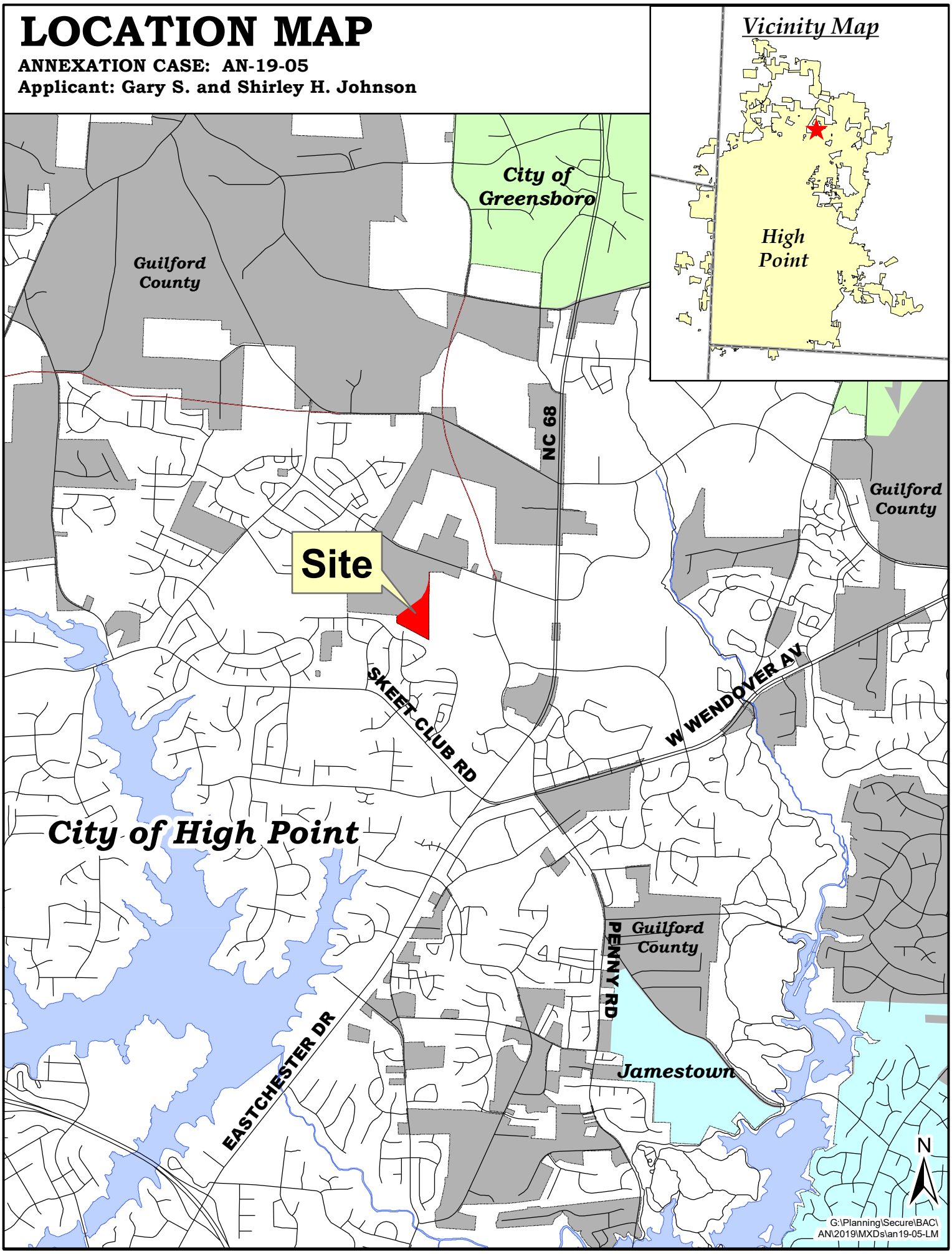
Further information pertaining to this request is available for public inspection upon request at the Planning and Development Department in the Municipal Office Building, 211 South Hamilton Street, Room 316, High Point, North Carolina, (336) 883-3328 or FAX (336) 883-3056.

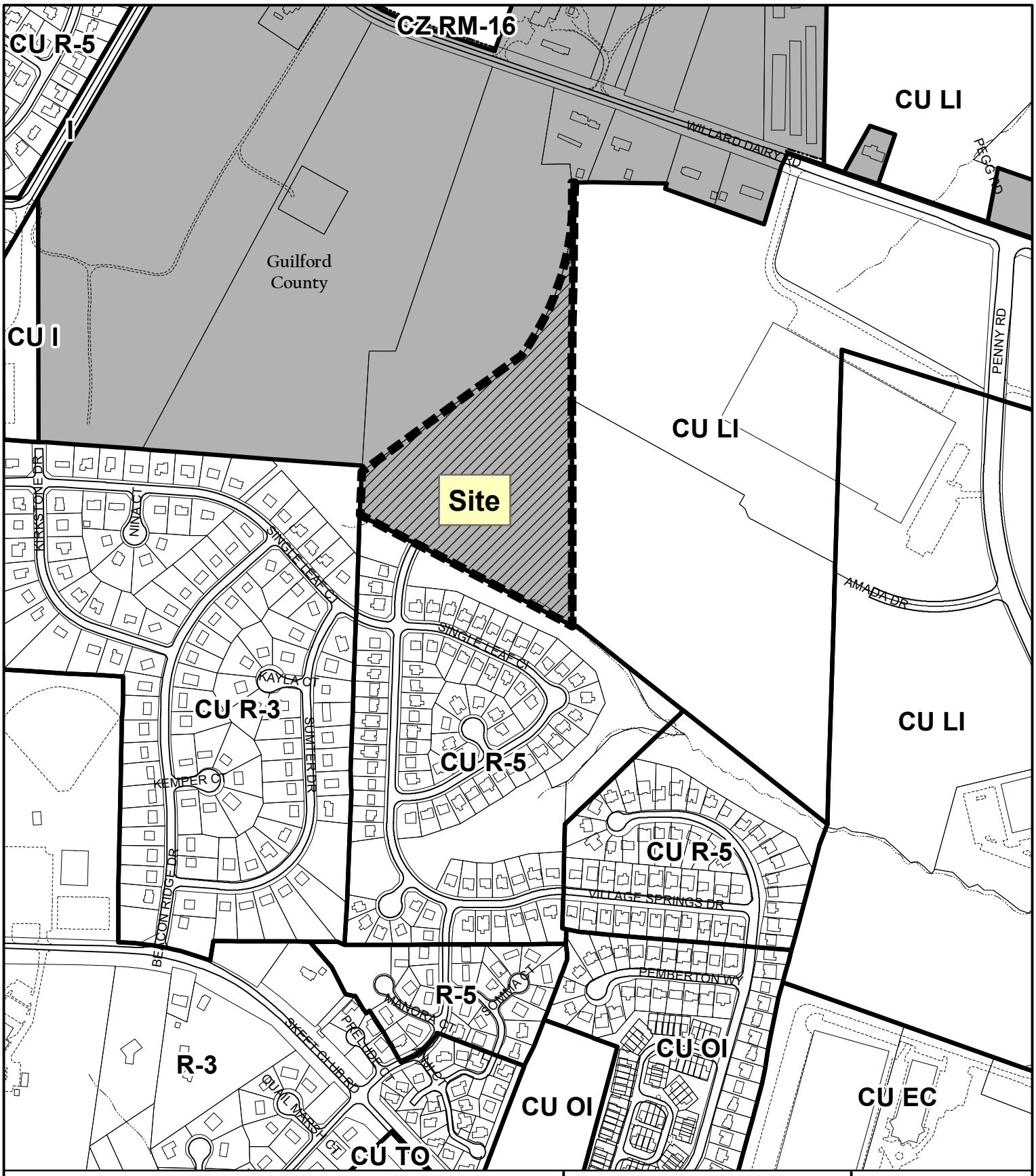
By order of the City Council,
This the 17th day of June, 2019

Lisa B. Vierling, City Clerk

LOCATION MAP

ANNEXATION CASE: AN-19-05
Applicant: Gary S. and Shirley H. Johnson





ANNEXATION REQUEST AN-19-05

Applicant: Gary S. and Shirley H. Johnson
Area: 12.84 acres (approximate)

Existing Zoning Boundary
Subject Property Boundary

Planning & Development Department

City of High Point

N

Scale: 1"=600'

G:\Planning\Secure\BAC\AN\2019\MXDs\an19-05

CITY OF HIGH POINT
AGENDA ITEM

Title: Contract Award 2019-005 Water and Sewer Maintenance

From: Keith Pugh, Engineering Services

Public Hearing: N/A

Attachments: None

Meeting Date: June 17, 2019
Advertising Date: March 22, 2019 and April 29
Advertised By: Purchasing Division

PURPOSE:
The City of High Point routinely uses an outside contractor to supplement our efforts to maintain and repair our existing water and sewer distribution and collection lines. City Council is asked to approve contract 2019-005 for Water and Sewer Maintenance. This contract includes scheduled maintenance and emergency repairs.

BACKGROUND:
On Wednesday, May 8, 2019 the City of High Point received bids for Contract ENG-2019-005. This was the second attempt to receive bids for this contract work due to an insufficient number of bids to proceed with opening on the first attempt. We received one responsive bid:

Breece Enterprises, Inc.	$ 606,300.00

This is an annual contract, thus the availability date is July 1, 2019 or upon execution of the contract documents, whichever comes last. The completion date for the contract work is June 30, 2020.

The purpose of this contract is to perform maintenance work and emergency repairs on our existing water and sewer system. The projects are identified and prioritized by our Public Services Department. Typical work includes point repairs, manhole reconstruction, hydrant repairs, main break repairs, replacement of deteriorated/collapsed lines, replacement of valves, and various other regular maintenance work items. The engineer's estimate for the work is $596,000.

BUDGET IMPACT:
Funding is available in the 2019-2020 annual budget.

RECOMMENDATION / ACTION REQUESTED:
City Council is requsted to award a contract to Breece Enterprises, Inc. in the amount of $606,300.00 for water and sewer utility repair and maintenance.

NORTH CAROLINA'S INTERNATIONAL CITY

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Engineering Services

COUNCIL AGENDA DATE: June 17, 2019

BID NO.: 61-050819 Re-bid CONTRACT NO.: 2019-005 DATE OPENED: May 8, 2019

DESCRIPTION:

Re-Bid Water and Sewer Maintenance 2019-2020

PURPOSE:

Provide assistance to our Water and Sewer Mains division when needed to handle regularly scheduled maintenance items on our water and sewer system. Typically, this includes replacement of water or sewer mains in poor condition, replacement of valves, hydrants, blow-offs manholes, etc broken or in disrepair.

COMMENTS:

One bid received for the contract work on the second attempt.

RECOMMEND AWARD TO: Breece Enterprises, Inc. AMOUNT: $606,300.00

JUSTIFICATION:

The engineer's estimate is $596,000.00

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
421779	533701	421001012805	40201	$606,300.00
TOTAL BUDGETED AMOUNT				$606,300.00

DEPARTMENT HEAD: B. Keith Pugh, PE, PWLF Digitally signed by B. Keith Pugh, PE, PWLF Date: 2019.06.06 09:43:03 -04'00' DATE: Jun 6, 2019

The Purchasing Division concurs with recommendation submitted by the Engineering Services and recommends award to the lowest responsible, responsive bidder Breece Enterprises, Inc. in the amount of $ 606,300.00.

PURCHASING MANAGER: Erik Conti Digitally signed by Erik Conti Date: 2019.06.06 10:40:20 -04'00' DATE: Jun 6, 2019

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn Date: 2019.06.06 19:12:18 -04'00' DATE: Jun 6, 2019

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: 2019.06.07 10:02:53 -04'00' DATE: Jun 7, 2019

CITY OF HIGH POINT
AGENDA ITEM

Title:	**Right-Of-Way Encroachment RE-19-0010** (Crown Mark)		
From:	Lee Burnette, Planning & Development Director	**Meeting Date:**	June 17, 2019
Public Hearing:	No	**Advertising Date:**	Not Applicable
Attachments:	Staff Report	**Advertised By:**	Not Applicable

PURPOSE:
A request by Huntington Furniture Industries Inc for a 2.47-square foot encroachment to install a portion of a railing and stair within the E. Green Drive right-of-way.

BACKGROUND:
Staff report and recommendation is enclosed.

BUDGET IMPACT:
There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:
Staff recommends ***approval*** of Right-Of-Way Encroachment RE-19-0010.

CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT

RIGHT-OF-WAY ENCROACHMENT
RE-19-0010
June 17, 2019

Request	
Applicant: Huntington Furniture Industries Inc.	**Proposal:** To allow a 2.47-square foot encroachment to install a portion of a railing and stair within the E. Green Drive right-of-way.

Adjacent Streets		
Name:	**Classification:**	**R/W Width:**
S Wrenn Street	Collector	60 feet
E Green Drive	Collector	60 feet

Analysis

The applicant is requesting permission to allow a portion of a railing and stair to encroach 1.6 linear feet into the E. Green Drive right of way for an approximate 2.47-square foot encroachment.

The Technical Review Committee reviewed the request and found that the proposed location of the railing and stair would not affect public safety or interfere with street or utility maintenance.

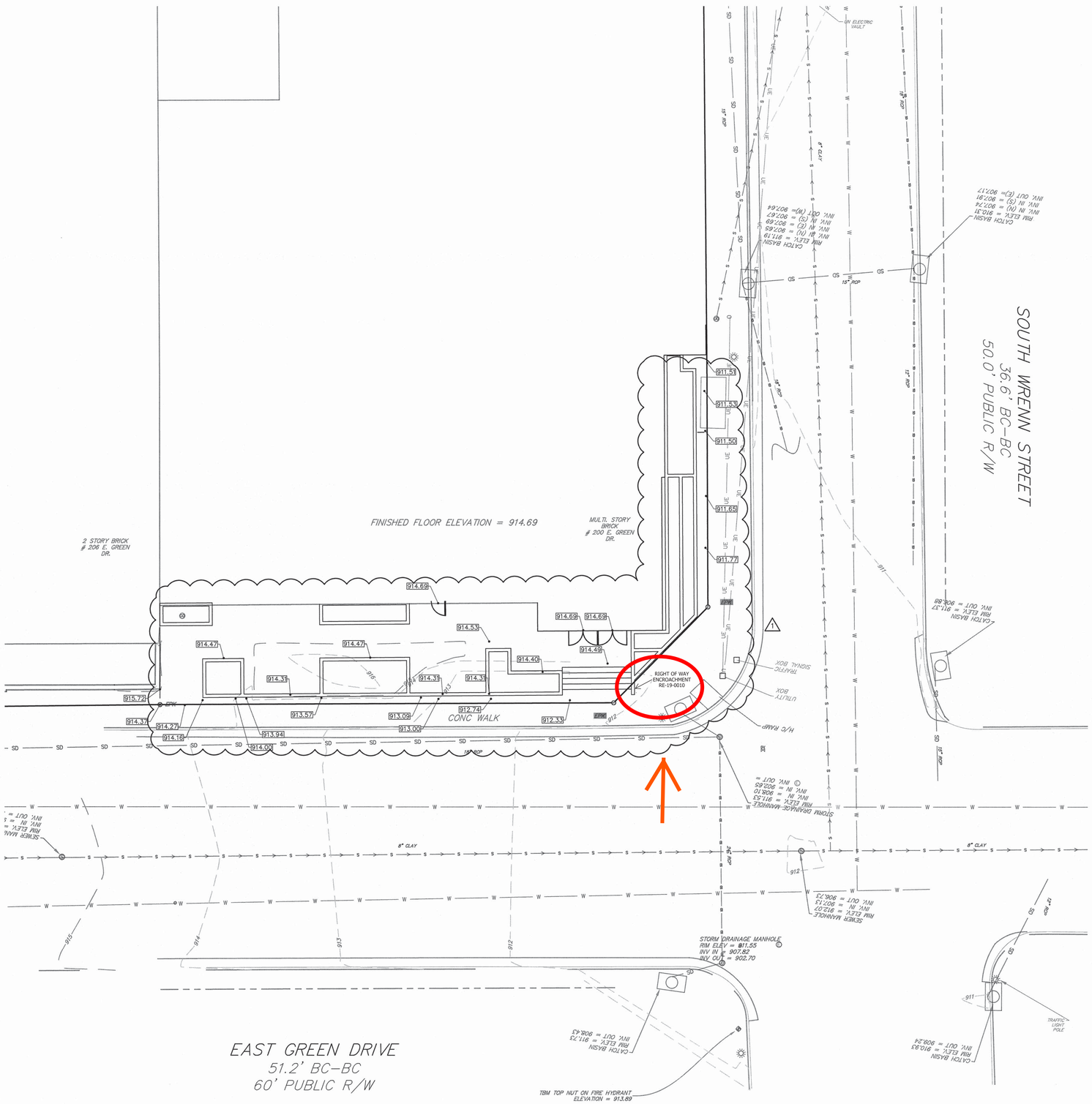
The railing and stair renderings are attached, as well as a site plan depicting the location of the proposed encroachment.

Recommendation

Staff recommends approval of Right-Of-Way Encroachment RE-19-0010 contingent upon the applicant installing the improvements as depicted on the attached drawing.

Report Preparation

This report was prepared by Planning and Development Department staff member Samuel G. Hinnant, CZO, CFM and was reviewed by Robert L. Robbins, AICP and G. Lee Burnette, AICP.



3 GRADING PLAN
SCALE: 1" = 10'-0"

0' 2.5' 5' 10'

DOUG WALTON / ARCHITECT PLLC
4810 WEST UNIVERSITY AVE.
LAS VEGAS, NV 89103
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WWW.DWALTONARCH.COM

Crown Mark
204 EAST GREEN ST
HIGH POINT, NC 27260
TEL: 800.249.2769 FAX: 832.295.9501
Cmi@Crownmark.com

DAVIS • MARTIN • POWELL
ENGINEERS & SURVEYORS
6415 OLD PLANK RD, HIGH POINT, NC 27265
(336) 886-4821 | WWW.DMP-INC.COM | LICENSE: F-0245

NOT A CERTIFIED DOCUMENT AS TO THE ORIGINAL DOCUMENT BUT ONLY AS TO THE REVISIONS
THIS DOCUMENT ORIGINALLY ISSUED AND SEALED BY
LESLEY R. ENGLAND
NC 027568
10/16/2018
THIS DOCUMENT IS ONLY CERTIFIED AS TO THE REVISIONS

NORTH CAROLINA PROFESSIONAL SEAL 20590 ENGINEER MICHAEL L. SLUSER
05/10/2019

CROWN MARK FURNITURE

CROWN MARK EXTERIOR RENOVATION

HIGH POINT, NC

PROJECT NO.:	170805.5
DRAWN:	DMP
CHECKED BY:	RWK
DATE:	10/16/18

REVISION	DATE	DESCRIPTION
1	5/10/19	CITY OF HIGH POINT REVIEW COMMENTS

100% CONSTRUCTION DOCUMENT

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SHEET TITLE:
GRADING PLAN

SHEET NO.:
C1.3

GENERAL NOTES

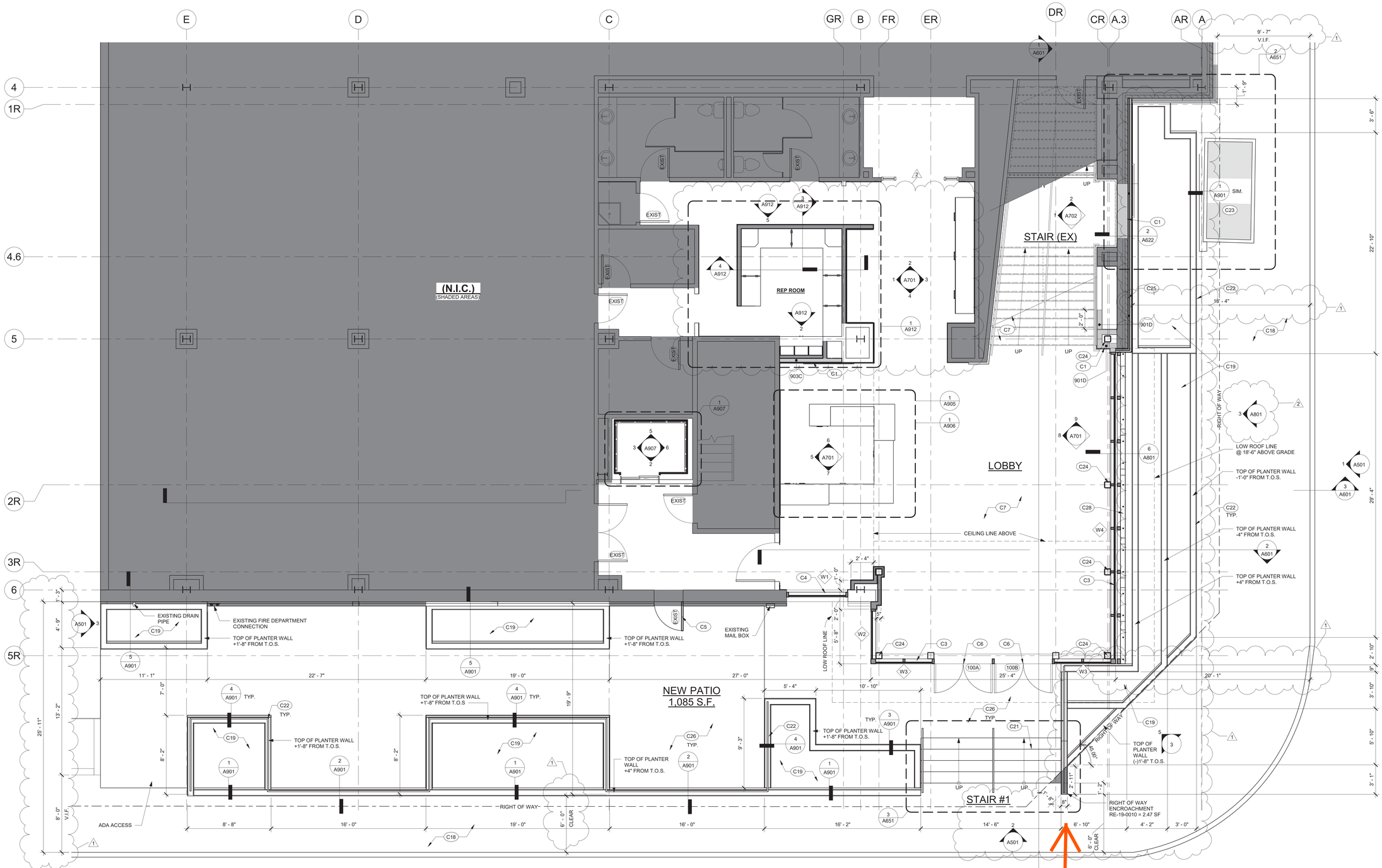
1. DIMENSIONS ARE TO FACE OF WALL FINISH FOR INTERIOR WALLS TYPICAL - OR AS OTHERWISE INDICATED ON PLAN.
2. PROVIDE BACKING FOR ALL WALL-MOUNTED ACCESSORIES, FURNISHINGS, AND EQUIP. VERIFY WEIGHTS AND LOCATIONS.
3. CONTRACTOR TO VERIFY ALL DIMENSIONS AND FIELD CONDITIONS PRIOR TO COMMENCING WORK; NOTIFY ARCHITECT OF ANY DISCREPANCIES.
4. CONTRACTOR IS RESPONSIBLE FOR RELOCATING OR ADDING FIRE ALARM HORNS/STROBES AND SPRINKLER HEADS AS NEEDED TO MEET CURRENT JURISDICTION REQUIREMENTS.
5. CONTRACTOR IS RESPONSIBLE FOR PATCHING, REPLACING AND/OR REPAIRING ANY FIREPROOFING MATERIALS DAMAGED DURING DEMOLITION OR NEW CONSTRUCTION AS REQUIRED TO MEET OR EXCEED THE REQUIREMENTS OF THE JURISDICTION HAVING AUTHORITY.
6. CONTRACTOR IS RESPONSIBLE FOR REPAIRING AND REPAINTING ANY DAMAGED CEILING AREAS STEMMING FROM DEMOLITION OR CONSTRUCTION ACTIVITIES. FINISH TO MATCH ADJACENT FINISHES.
7. CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR CASEWORK.
8. CONTRACTOR TO VERIFY DUPLEX OUTLET LOCATIONS WITH OWNER PRIOR TO INSTALLATION.
9. CONTRACTOR TO INSTALL A UL LISTED THRU-FLOOR PENETRATION ASSEMBLY (3 HR RATED) WHEN REMOVING ANY FLOOR MOUNTED ELECTRICAL OUTLETS OR INFILLING ANY OTHER THRU-FLOOR PENETRATIONS. INSPECTION REQUIRED PRIOR TO CONCEALMENT OF ANY OF THESE PENETRATIONS.
10. CONTRACTOR IS TO NOTIFY BUILDING OWNERS AND OPERATORS IF ANY ASBESTOS IS FOUND DURING DEMOLITION OR CONSTRUCTION. CONTRACTOR IS TO FOLLOW ALL LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS WHEN REMOVING THE ASBESTOS.
11. EXTERIOR PRODUCT DISPLAY SHALL:
    (1) NOT TAKE PLACE WITHIN THE RIGHT-OF-WAY,
    (2) NOT EXCEED 2,500 SQUARE FOOTAGE PER LOT,
    (3) CONSIST OF PRODUCTS FROM THE SAME VENDOR OR COMPANY THAT OWNS OR LEASES SPACE WITHIN THE BUILDING, AND
    (4) NOT BE DISPLAYED EARLIER THAN 2 WEEKS PRIOR TO THE OFFICIAL OPENING OF THE MARKET, AND BE REMOVED WITHIN 2 WEEKS OF THE OFFICIAL END OF THE MARKET.

PLAN KEY NOTES

- C1 NEW WALL; SEE WALL DETAIL AND WALL ASSEMBLY FOR MORE INFORMATION
- C2 EXISTING WALL TO REMAIN - PREPARE TO RECEIVE NEW FINISHES
- C3 NEW CURTAIN WALL - SEE WINDOW TYPES AND SCHEDULE
- C4 NEW STOREFRONT - SEE WINDOW TYPES AND SCHEDULE
- C5 EXISTING DOOR TO REMAIN
- C6 NEW DOOR - SEE DOOR TYPE AND SCHEDULE
- C7 NEW FLOORING / FINISH - SEE PLANS FOR LOCATION AND MORE INFORMATION
- C8 EXISTING CASEWORK TO REMAIN
- C9 NEW CASEWORK; ALL CASEWORK TO HAVE AN ACCESIBLE COMPONENT. ALL CASEWORK TO BE DESIGN/BUILD BY GC
- C10 NEW LIGHT FIXTURE - SEE ELECTRICAL FOR FIXTURE TYPE AND SIZE
- C11 EXISTING CEILING / SOFFIT TO REMAIN
- C12 NEW GYPSUM BOARD CEILING / SOFFIT ON METAL STUD/TRACK SYSTEM
- C13 EXISTING CONCRETE SLAB ON GRADE TO REMAIN
- C14 EXISTING WINDOW TO REMAIN
- C15 NEW ROOFING SYSTEM - SINGLE PLY ROOFING MEMBRANE OVER RIGID INSULATION WITH PROTECTION BOARD ON METAL DECKING. REFER TO STRUCTURAL FOR FRAMING INFORMATION.
- C16 NEW METAL PANEL CEILING / FASCIA / PARAPET ON METAL STUD/TRACK SYSTEM
- C17 NEW CONCRETE SLAB ON GRADE - REFER TO STRUCTURAL
- C18 EXISTING CONCRETE CURB AND SIDEWALK TO REMAIN
- C19 NEW PLANTER BOX - SEE DETAILS ON SHEET A901. REFER TO STRUCTURAL FOR MORE INFORMATION
- C20 EXISTING STAIR TO REMAIN - PREPARE TO RECEIVE NEW FINISHES
- C21 NEW STAIR / STEPS ON GRADE - SEE DETAILS ON A901. REFER TO STRUCTURAL FOR MORE INFORMATION
- C22 NEW GUARDRAIL / HANDRAIL
- C23 EXISTING UNDERGROUND TRANSFORMER TO REMAIN
- C24 NEW COLUMN; REFER TO STRUCTURAL
- C25 NEW METAL PANELS ON METAL STUD/TRACK WALL FURRING SYSTEM
- C26 NEW CONCRETE PAVERS
- C27 NEW CEILING TRIM
- C28 NEW ALUMINUM LOUVER SYSTEM
- C29 NEW 24" X 24" WOOD DECK SYSTEM - IPE DECK TILES OR APPROVED EQUAL; SEE DETAIL 2/A908
- C30 NEW PATIO GUARDRAIL SYETEM - CRL-Z SERIES SQUARE POST RAILING SYSTEM OR APPROVED EQUAL; SEE DETAIL 1/A908
- C31 NEW SUSPENDED STRIP LIGHTING - REFER TO ELECTRICAL; COORDINATE SUPPORT COLUMN REQUIREMENT WITH GUARDRAIL MANUFACTURER

WALL LEGEND

- EXISTING WALL TO REMAIN
- NEW WALL
- EXISTING WALL TO BE REMOVED



1 PROPOSED FLOOR PLAN - LEVEL ONE
SCALE: 1/4" = 1'-0"

DWA
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Cmi@Crownmark.com

CROWN MARK FURNITURE

CROWN MARK EXTERIOR RENOVATION

HIGH POINT, NC

PROJECT NO.:	170805.5
DRAWN:	MM, EC
CHECKED BY:	RWK
DATE:	03/01/19

REVISION	DATE	DESCRIPTION
1	5-1-19	CITY OF HP COMMENTS
2	5-10-19	OWNER REVISION

CONSTRUCTION DOCUMENTS

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DOUGLAS R. WALTON
12710
NEVADA
02/15/2019
LICENSED ARCHITECT
LAS VEGAS, NV

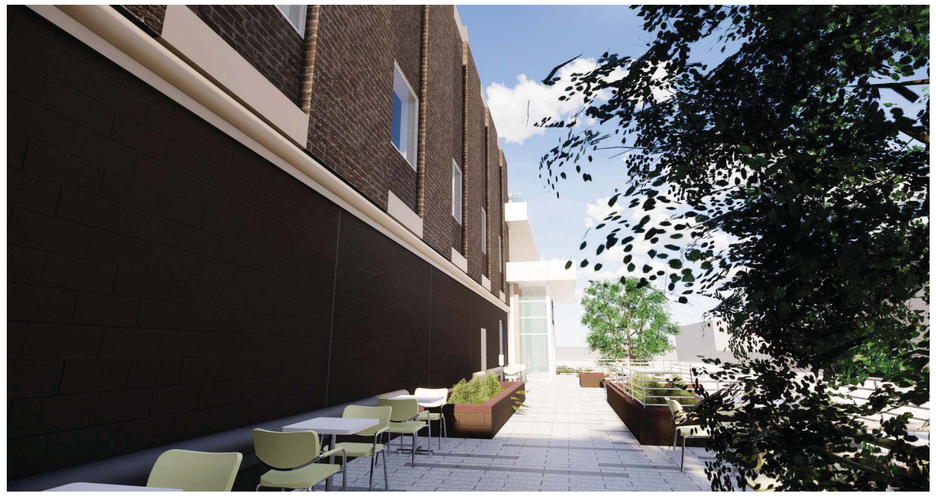
PROPOSED FLOOR PLAN - LEVEL ONE

SHEET NO.

A211

6 PATIO VIEW AT ENTRY
SCALE: N.T.S.

5 PATIO VIEW AT ENTRY
SCALE: N.T.S.



4 PATIO VIEW APPROACHING FROM THE WEST
SCALE: N.T.S.

3 VIEW FROM SOUTHEAST
SCALE: N.T.S.

2 VIEW FROM NORTHWEST
SCALE: N.T.S.

1 VIEW FROM NORTHEAST
SCALE: N.T.S.

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CROWN MARK FURNITURE

CROWN MARK EXTERIOR RENOVATION

HIGH POINT, NC

PROJECT NO.: 170805.5
DRAWN: MM, EC
CHECKED BY: RWK
DATE: 03/01/19

REVISION	DATE	DESCRIPTION
1	5-1-19	CITY OF HP COMMENTS

CONSTRUCTION DOCUMENTS

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DOUGLAS R. WALTON
REGISTERED ARCHITECT
12710
NORTH CAROLINA
LAS VEGAS, NV
5/15/2019

RENDERINGS

SHEET NO.
A010

RESOLUTION RATIFYING AND AUTHORIZING THE EXECUTION OF CONTRACT WITH GUILFORD COUNTY BOARD OF EDUCATION FOR THE SCHOOL SAFETY RESOURCE OFFICER PROGRAM

WHEREAS, The Board of Education of Guilford County ("Board") desires assistance of the City of High Point ("City") in providing School Safety Resource Officers ("SROs) for additional police services to create safe and crime free educational campuses; and

WHEREAS, there is a need to maintain the School Safety Resource Officer Program ("SRO Program") jointly operated by the City and the Board in select public schools; and

WHEREAS, the City and the Board believe that the continued operation of the SRO Program is vital in protecting and safeguarding these campuses and seeks to memorialize the continued operation through a written contract; and

WHEREAS, under this contract, the City agrees to provide eight (8) officers for a period of one year to the SRO Program and the Board shall reimburse the City for $532,240.00 for the salaries and equipment of the officers assigned to the SRO Program for a period beginning on the date of contract signature through June 30, 2020; and

WHEREAS, the City and the Board shall continue to work together to ensure the successful protection of those educational campuses; and

WHEREAS, the City would like to enter into a contract with the Board for providing SROs.

NOW THERFORE, BE IT RESOLIVED by the High Point City Council that the attached contract between the City and the Board for the SRO Program in the amount of $532,240.00 is hereby ratified as required by N.C.G.S. 160A-461, and the City Manager is hereby authorized to execute the attached contract on behalf of the City, and that this resolution ratifying the interlocal cooperation between the City and the Board is hereby spread upon the minutes of the High Point City Council.

Adopted this the 17th day of June, 2019.

Lisa B. Vierling
High Point City Clerk

Mayor Jay W. Wagner

CITY OF HIGH POINT
AGENDA ITEM

Title:	**Right-Of-Way Encroachment RE-19-0011** (Verizon Wireless)		
From:	Lee Burnette, Planning & Development Director	**Meeting Date:**	June 17, 2019
Public Hearing:	No	**Advertising Date:**	Not Applicable
Attachments:	Staff Report	**Advertised By:**	Not Applicable

PURPOSE:
A request by Verizon Wireless to install six (6) small cell concealed poles with a City of High Point street light within the Meeting Way, Piedmont Parkway, and Mendenhall Oaks Parkway right-of-ways. Five (5) of the six (6) poles are replacing existing City of High Point street light poles. Due to the request consisting of an above-ground encroachment, City Council approval is required.

BACKGROUND:
Staff report and recommendation is enclosed.

BUDGET IMPACT:
There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:
Staff recommends ***approval*** of Right-Of-Way Encroachment RE-19-0011.

CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT

RIGHT-OF-WAY ENCROACHMENT
RE-19-0011
June 17, 2019

Request	
Applicant: Verizon Wireless	**Proposal:** To allow the installation of six (6) small cell concealed poles with a City of High Point street light within the Meeting Way, Piedmont Parkway, and Mendenhall Oaks Parkway right-of-ways (ROW).

Adjacent Streets		
Name:	**Classification:**	**R/W Width:**
Meeting Way	Local	70 feet
Piedmont Parkway	Major-Thoroughfare	115 feet
Mendenhall Oaks Parkway	Local	70 feet

Analysis

The applicant is requesting permission to allow the installation of six (6) small cell concealed poles with a City of High Point street light within the Meeting Way, Piedmont Parkway, and Mendenhall Oaks Parkway right-of-way. Five (5) of the six (6) poles are replacing existing City of High Point street light poles. The one (1) new pole location is labeled as site A on the aerial maps in the attached documentation.

Each of the six (6) locations in this ROW encroachment request will have a 35-foot tall pole, consisting of a small cell antenna mounted on the top of the pole, and various other related equipment attached or internal to the pole itself. The applicant has stated that the need for this equipment in the right-of-way is to assist in constructing a fiber optic network within the City.

The Technical Review Committee reviewed this request and determined that the proposed encroachment would not affect public safety or interfere with maintenance needs. The proposed pole location is in an area where the City has placed existing utility lines underground, and thus will be a concealed pole which is to resemble the existing street light poles used by the City in that area.

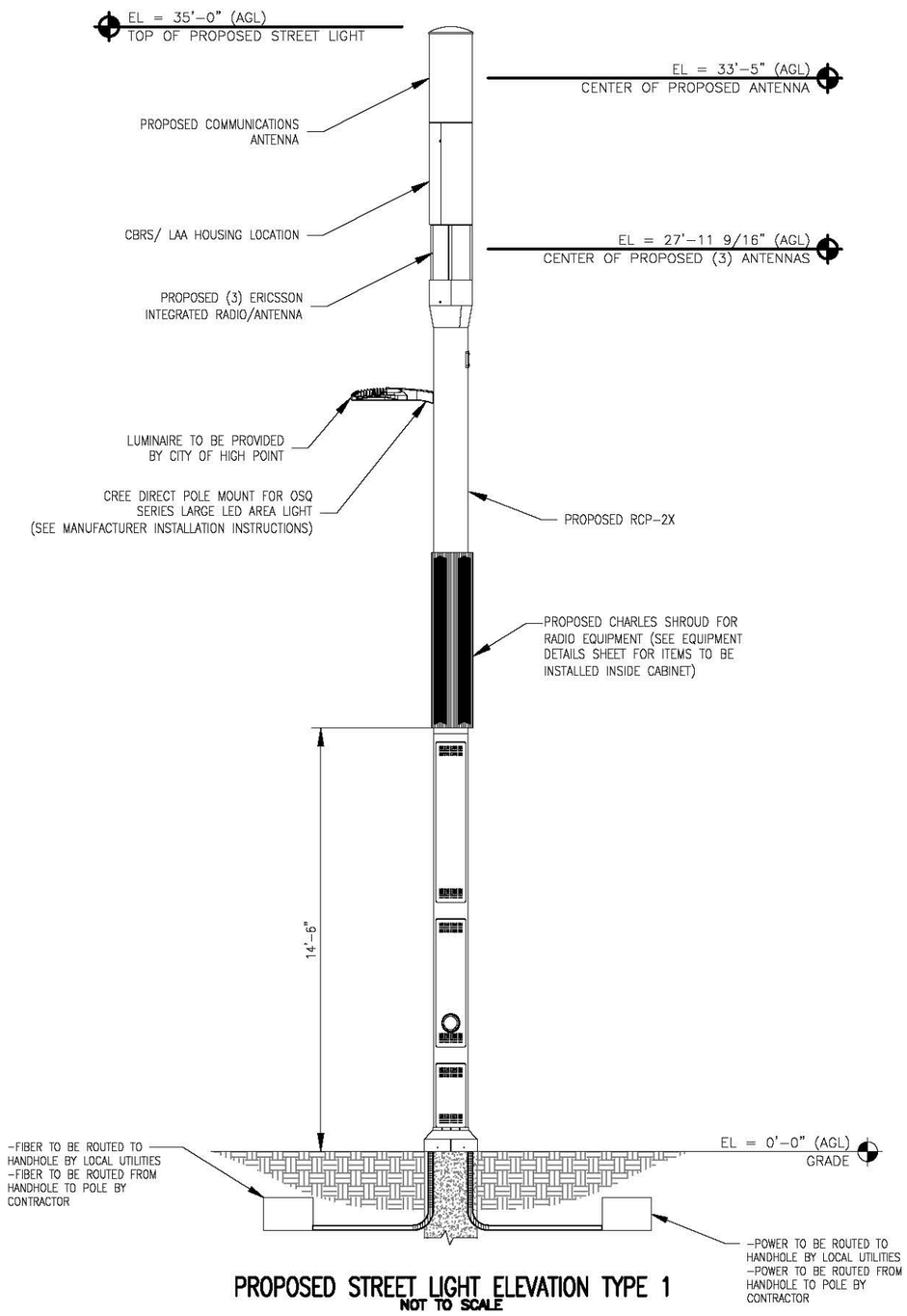
The concealed pole renderings are attached, as well as a site plan depicting the location of the proposed poles.

Recommendation

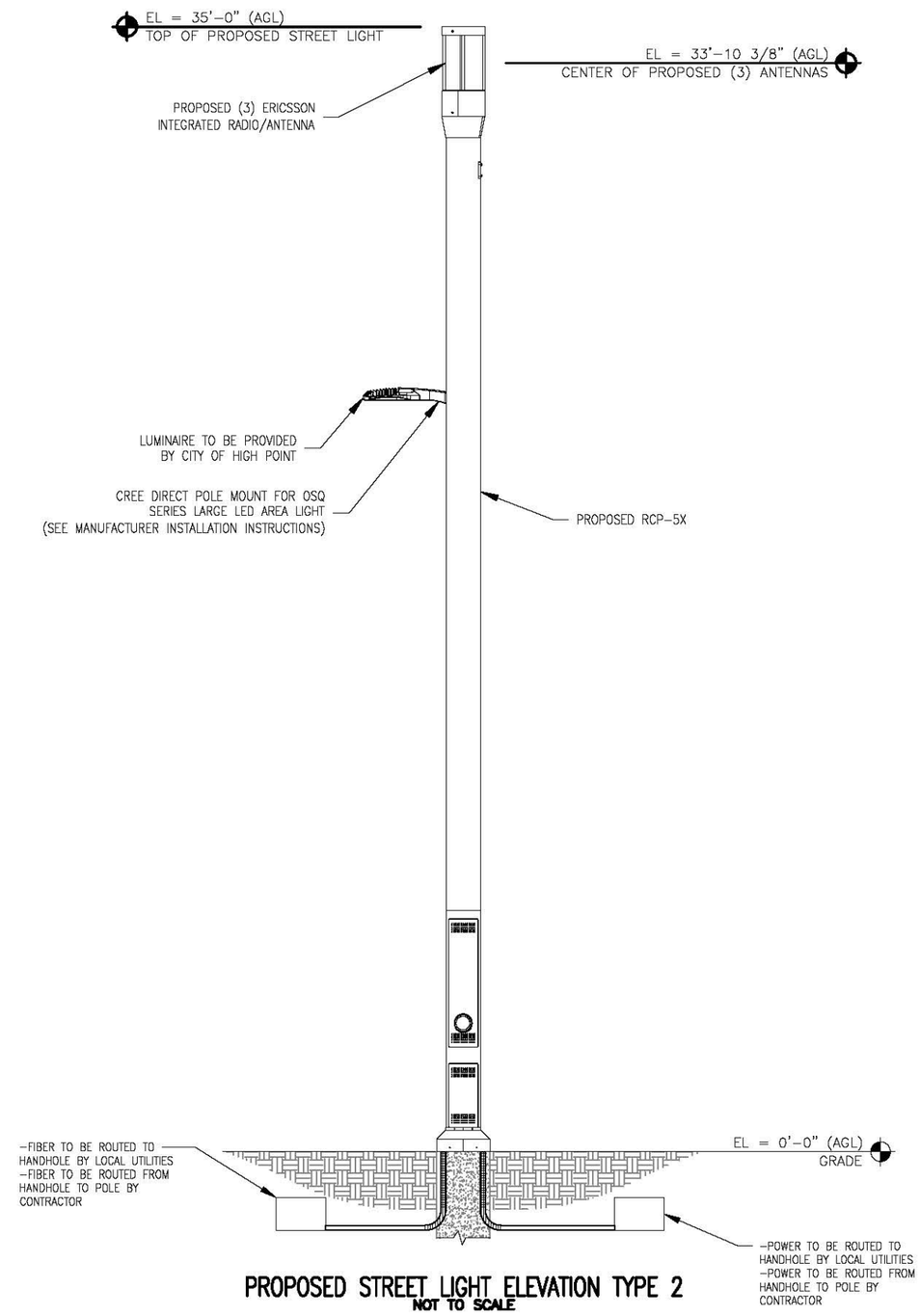
The proposed location of the poles would not affect public safety or interfere with street or utility maintenance. Staff recommends approval of this requested right-of-way encroachment contingent upon the applicant installing concealed poles as depicted on the attached drawings.

Report Preparation

This report was prepared by Planning and Development Department staff member Samuel G. Hinnant, CZO, CFM and was reviewed by Robert L. Robbins, AICP and G. Lee Burnette, AICP.



PROPOSED STREET LIGHT ELEVATION TYPE 1
NOT TO SCALE



PROPOSED STREET LIGHT ELEVATION TYPE 2
NOT TO SCALE

CONSTRUCTION DRAWING
PREPARED FOR:

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GUILFORD COUNTY

SHEET TITLE
POLE ELEVATION TYPES

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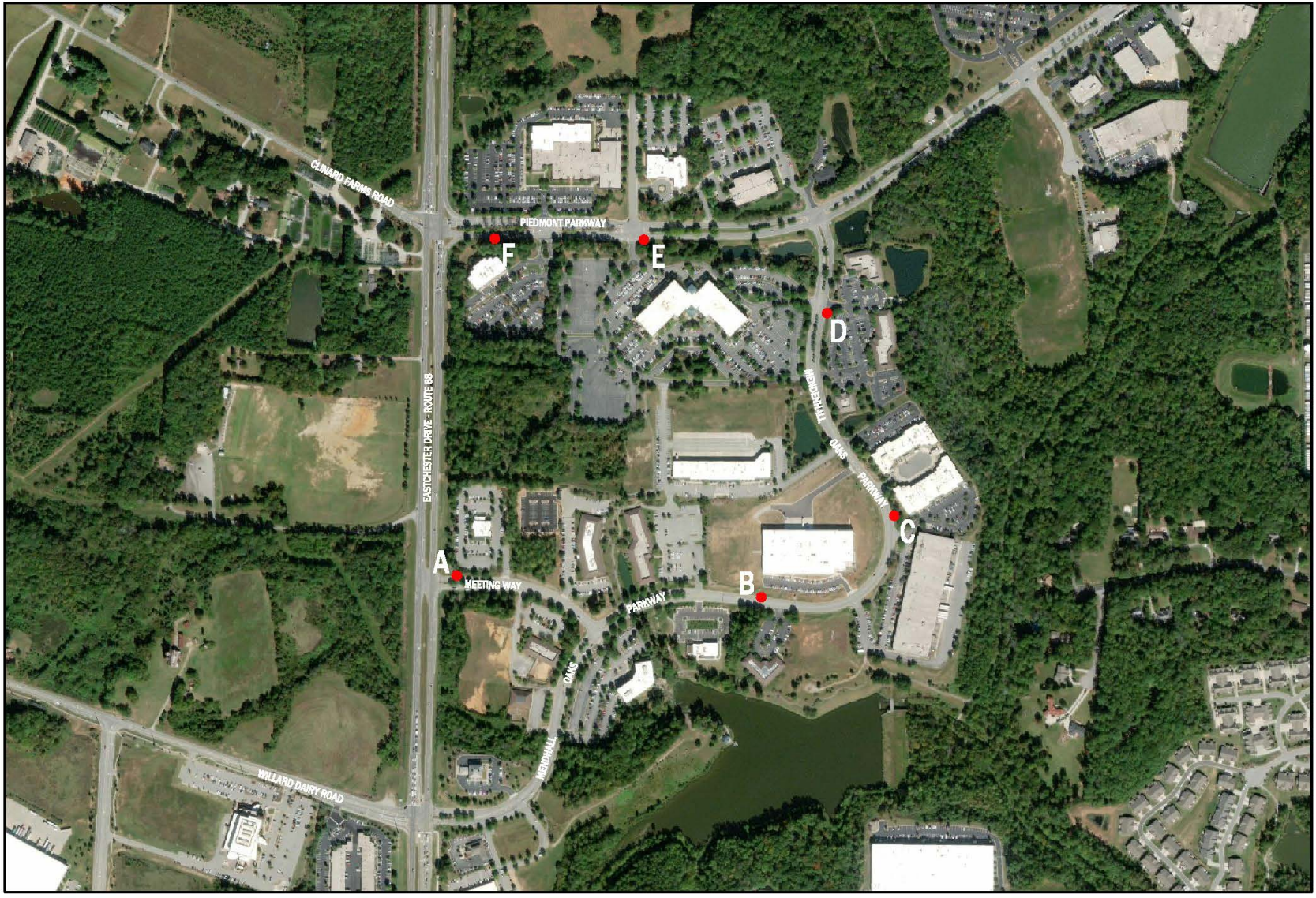
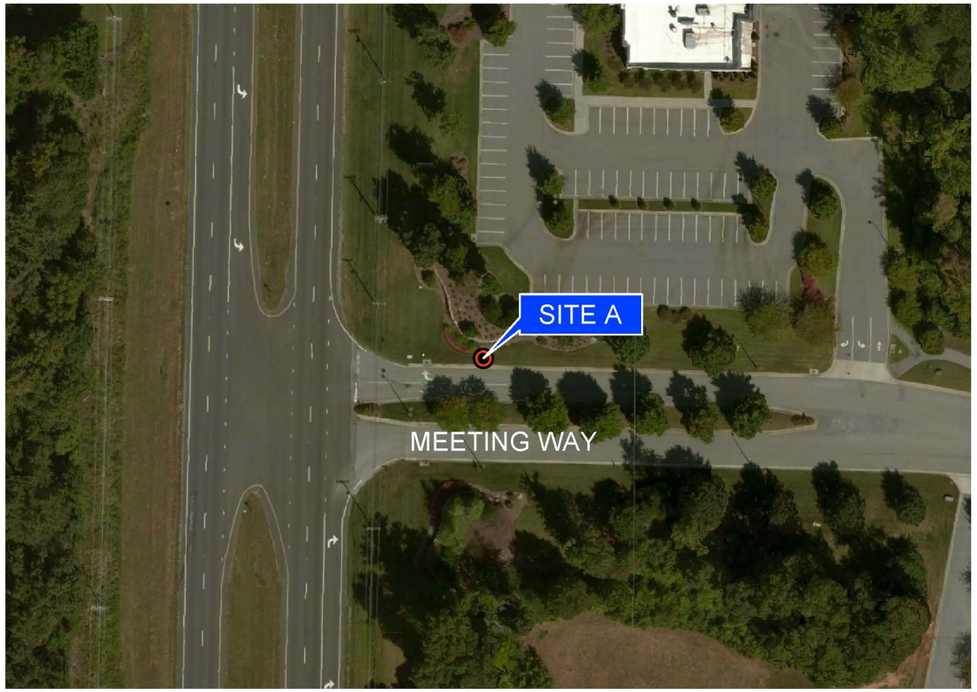

CUNARD FARMS ROAD
PIEDMONT PARKWAY
F
E
D
EASTCHESTER DRIVE - ROUTE 68
HERSHWALL
OAKS
PARKWAY
C
A
MEETING WAY
B
PARKWAY
OAKS
HERSHWALL
WILLARD DAIRY ROAD



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SHEET TITLE
SATELLITE LOCATION IMAGES (A-C)

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CONSTRUCTION DRAWING
PREPARED FOR:

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GUILFORD COUNTY

SHEET TITLE
SATELLITE LOCATION IMAGES (D-F)

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NMM	ETA	CD-5	0

CITY OF HIGH POINT NOTES:

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6. STREET LIGHT TO BE PROVIDED BY CITY. PROPOSED Cree OSQ-A-NM-2ME-B-30K-UL-XX. COLOR TYPE "XX" IS TO THE CITY'S DISCRETION.

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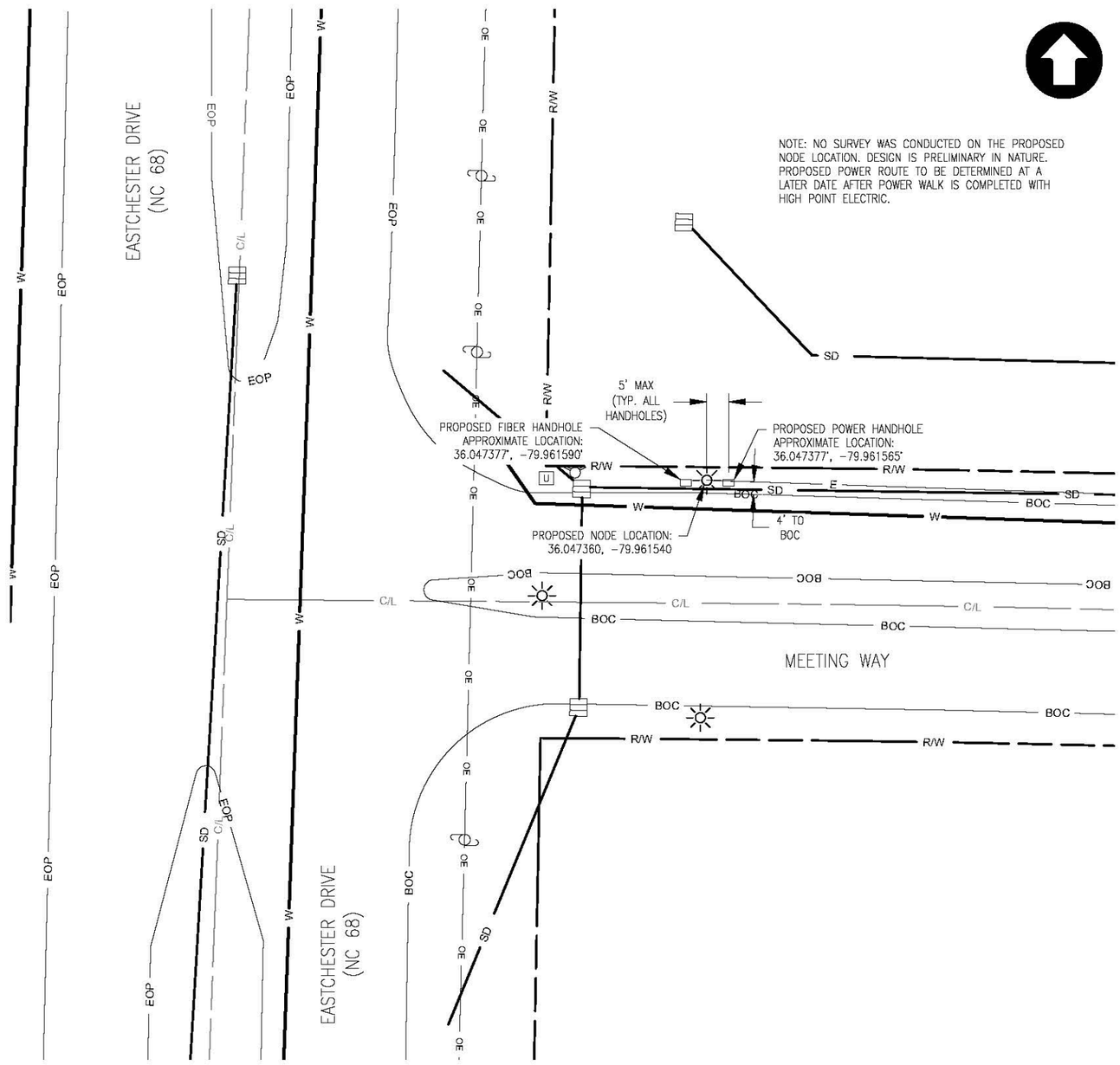
LEGEND

STORM WATER	SD
SEWER	SS
WATER	W
SIDEWALK	S/W
BACK OF CURB	BOC
EDGE OF PAVEMENT	EOP
CENTER LINE	C/L
PROPERTY LINE/ROW	R/W
OVERHEAD FIBER	OMCI
OVERHEAD ELECTRIC	OE
ELECTRIC UNDERGROUND	E
VEGETATION	
SIDEWALK/CONCRETE	
GRASS	
DIRT	

HYDRANT, UTILITY POLE, UNKNOWN HANDHOLE, TRAFFIC SIGNAL, LIGHT POLE, CATCH BASIN, ELECTRICAL MANHOLE, CUSTOMER SERVICE POINT, POWER CABINET, TRANSFORMER, STORM DRAIN MANHOLE



PROPOSED POLE LOCATION PLAN
SCALE 1:40
NOTE: LOCATIONS AND DIMENSIONS ARE APPROXIMATE AND BASED UPON AERIAL IMAGES

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NO KNOWN SEWER LINES WITHIN PROJECT LIMITS

CAUTION– DUE TO CLOSE PROXIMITY FROM NEW POLE SET TO UNDERGROUND LINES, HOLE FOR POLE PLACEMENT TO BE HAND DUG.

PROJECT SUMMARY

SITE NAME:	SMC_DEEPNORTH_5G_001
POLE NUMBER:	NO STENCIL
SITE ADDRESS:	MEETING WAY HIGH POINT, NC 27265 GUILFORD COUNTY
STRUCTURE OWNER:	VZW
SERVICE TERRITORY:	ELE – HIGH POINT ELECTRIC TEL – NORTH STATE TELEPHONE CO.
APPLICANT:	VERIZON
ROW OWNER:	UNK
MAP/BLOCK/LOT	UNK
TAX MAP ADDRESS:	UNK
STRUCTURE TYPE:	PROPOSED STREET LIGHT

CONSTRUCTION DRAWING
PREPARED FOR:

verizon

SUBMITTALS

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(6) SMC_DEEPNORTH_5G

HIGH POINT, NC 27265
GUILFORD COUNTY

SHEET TITLE
SMC_DEEPNORTH_5G_001
POLE LOCATION PLAN

DRAFTED BY:	APPROVED BY:	SHEET:	REV
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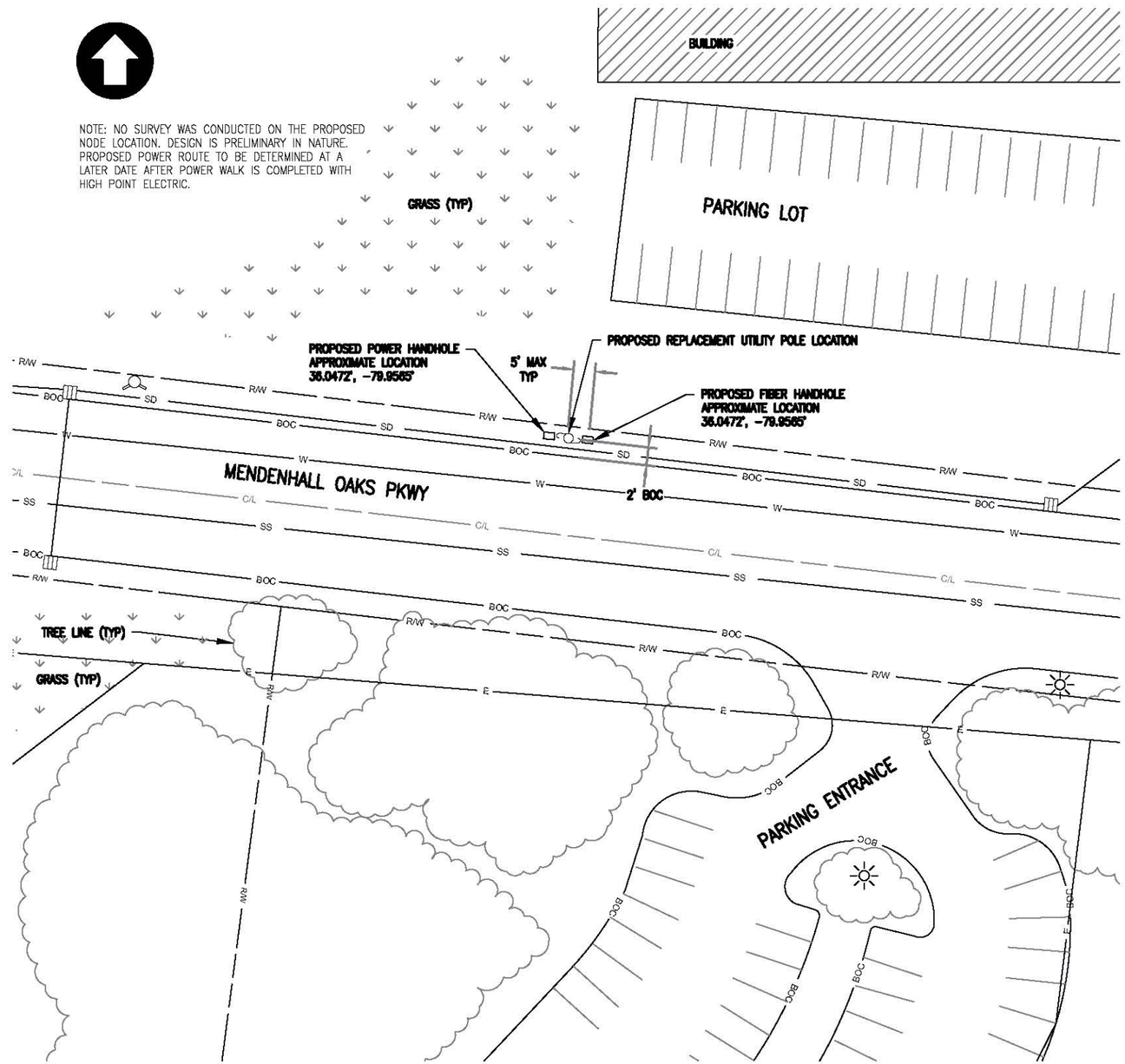

LEGEND

STORM WATER	SD
SEWER	SS
WATER	W
SIDEWALK	S/W
BACK OF CURB	BOC
EDGE OF PAVEMENT	EOP
CENTER LINE	C/L
PROPERTY LINE/ROW	R/W
OVERHEAD FIBER	OMCI
OVERHEAD ELECTRIC	OE
ELECTRIC UNDERGROUND	E
VEGETATION	
SIDEWALK/CONCRETE	
GRASS	
DIRT	

HYDRANT, UTILITY POLE, UNKNOWN HANDHOLE, TRAFFIC SIGNAL

LIGHT POLE, CATCH BASIN, ELECTRICAL MANHOLE, CUSTOMER SERVICE POINT

POWER CABINET, TRANSFORMER, STORM DRAIN MANHOLE

PROPOSED POLE LOCATION PLAN

SCALE 1:40

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CAUTION– DUE TO CLOSE PROXIMITY FROM NEW POLE SET TO UNDERGROUND LINES, HOLE FOR POLE PLACEMENT TO BE HAND DUG.

PROJECT SUMMARY

SITE NAME:	SMC_DEEPNORTH_5G_003
POLE NUMBER:	NO STENCIL
SITE ADDRESS:	MENDENHALL OAKS PARKWAY HIGH POINT, NC 27265 GUILFORD COUNTY
STRUCTURE OWNER:	VZW
SERVICE TERRITORY:	ELE – HIGH POINT ELECTRIC TEL – NORTH STATE TELEPHONE CO.
APPLICANT:	VERIZON
ROW OWNER:	UNK
MAP/BLOCK/LOT	UNK
TAX MAP ADDRESS:	UNK
STRUCTURE TYPE:	PROPOSED STREET LIGHT

CONSTRUCTION DRAWING

PREPARED FOR:

verizon

SUBMITTALS

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HIGH POINT, NC 27265
GUILFORD COUNTY

SHEET TITLE

SMC_DEEPNORTH_5G_003
POLE LOCATION PLAN

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LEGEND

STORM WATER	SD
SEWER	SS
WATER	W
SIDEWALK	S/W
BACK OF CURB	BOC
EDGE OF PAVEMENT	EOP
CENTER LINE	C/L
PROPERTY LINE/ROW	R/W
OVERHEAD FIBER	OMCI
OVERHEAD ELECTRIC	OE
ELECTRIC UNDERGROUND	E
VEGETATION	
SIDEWALK/CONCRETE	
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DIRT	

HYDRANT, UTILITY POLE, UNKNOWN HANDHOLE, TRAFFIC SIGNAL

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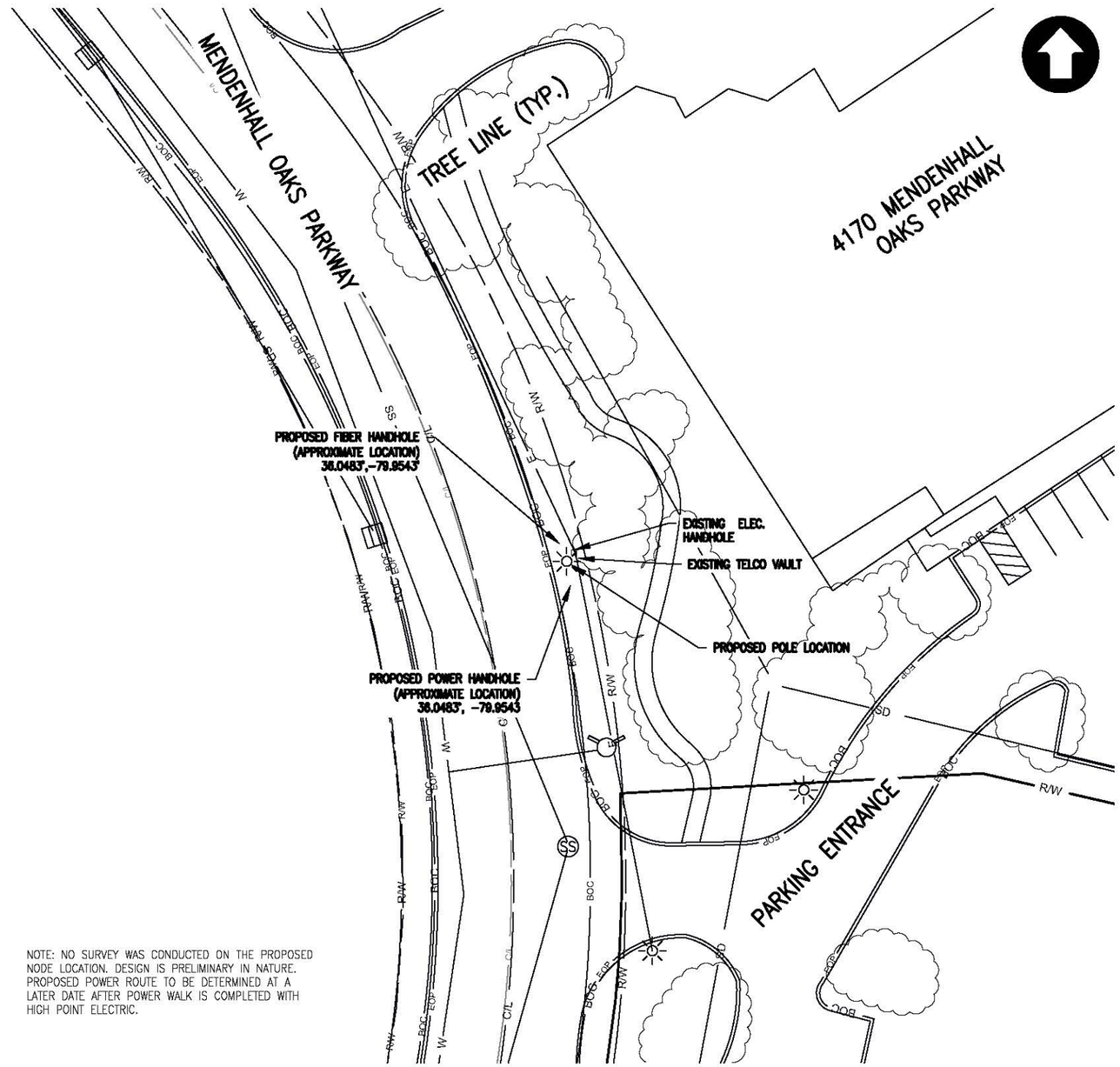

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PROPOSED POLE LOCATION PLAN
SCALE 1:40
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CAUTION– DUE TO CLOSE PROXIMITY FROM NEW POLE SET TO UNDERGROUND LINES, HOLE FOR POLE PLACEMENT TO BE HAND DUG.

PROJECT SUMMARY

SITE NAME:	SMC_DEEPNORTH_5G_004
POLE NUMBER:	NO STENCIL
SITE ADDRESS:	MENDENHALL OAKS PARKWAY HIGH POINT, NC 27265 GUILFORD COUNTY
STRUCTURE OWNER:	VZW
SERVICE TERRITORY:	ELE – HIGH POINT ELECTRIC TEL – NORTH STATE TELEPHONE CO.
APPLICANT:	VERIZON
ROW OWNER:	UNK
MAP/BLOCK/LOT	UNK
TAX MAP ADDRESS:	UNK
STRUCTURE TYPE:	PROPOSED STREET LIGHT

CONSTRUCTION DRAWING
PREPARED FOR:

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SUBMITTALS

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GUILFORD COUNTY

SHEET TITLE
SMC_DEEPNORTH_5G_004
POLE LOCATION PLAN

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NMM	ETA	CD-8	0

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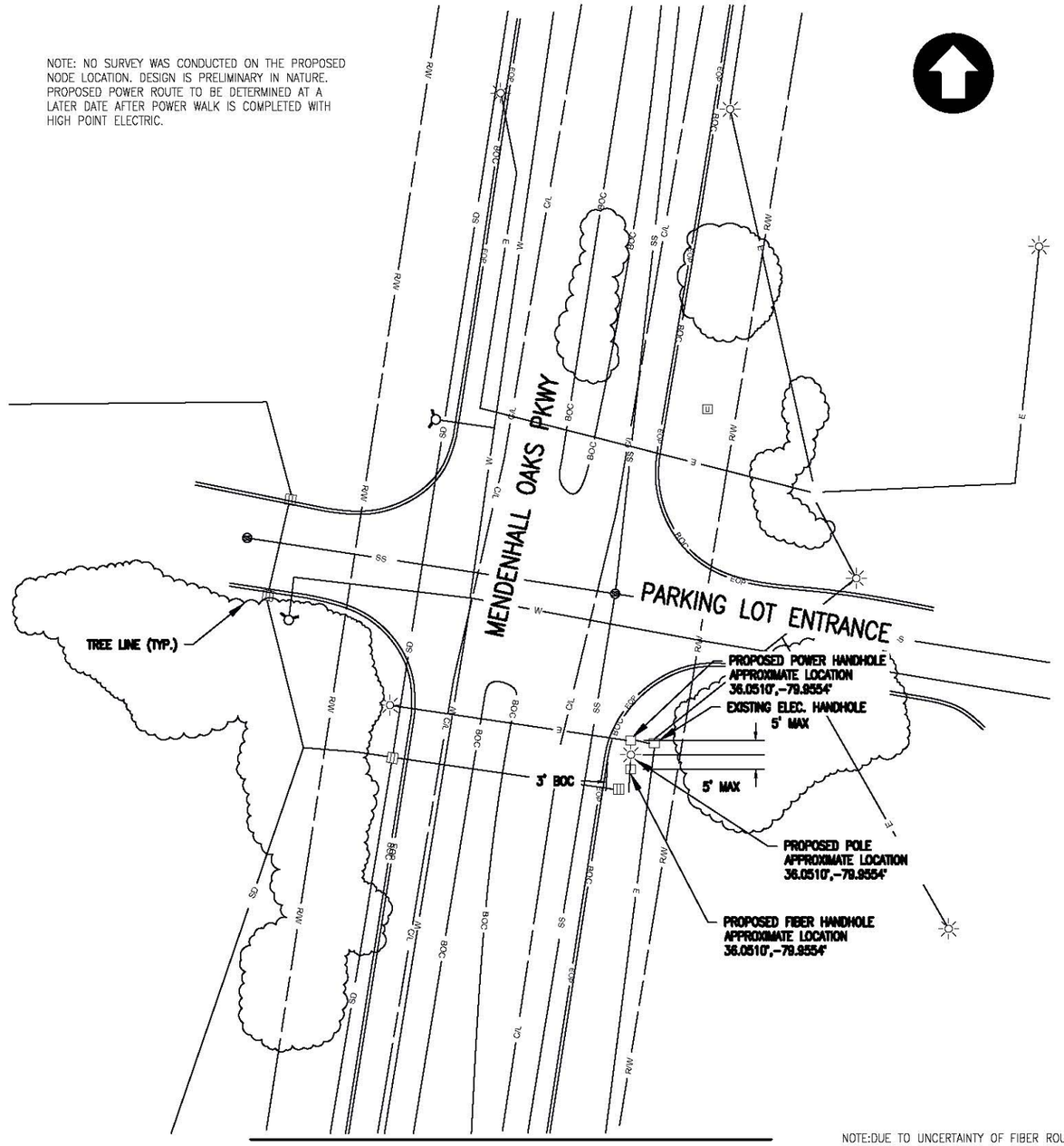
LEGEND

STORM WATER — SD
SEWER — SS
WATER — W
SIDEWALK — S/W
BACK OF CURB — BOC
EDGE OF PAVEMENT — EOP
CENTER LINE — C/L
PROPERTY LINE/ROW — R/W
OVERHEAD FIBER — OMCI
OVERHEAD ELECTRIC — OE
ELECTRIC UNDERGROUND — E
VEGETATION
SIDEWALK/CONCRETE
GRASS
DIRT

HYDRANT
UTILITY POLE
UNKNOWN HANDHOLE
TRAFFIC SIGNAL
LIGHT POLE
CATCH BASIN
ELECTRICAL MANHOLE
CUSTOMER SERVICE POINT
POWER CABINET
TRANSFORMER
STORM DRAIN MANHOLE

NOTE: NO SURVEY WAS CONDUCTED ON THE PROPOSED NODE LOCATION. DESIGN IS PRELIMINARY IN NATURE. PROPOSED POWER ROUTE TO BE DETERMINED AT A LATER DATE AFTER POWER WALK IS COMPLETED WITH HIGH POINT ELECTRIC.



PROPOSED POLE LOCATION PLAN
SCALE 1:40
NOTE: LOCATIONS AND DIMENSIONS ARE APPROXIMATE AND BASED UPON AERIAL IMAGES

NOTE:DUE TO UNCERTAINTY OF FIBER ROUTE TO PROPOSED NODE AT THIS TIME, FIBER HANDHOLE MAY NOT BE REQUIRED. CONTRACTOR TO VERIFY WITH FIBER PROVIDER AT A LATER DATE.

NO KNOWN SEWER LINES WITHIN PROJECT LIMITS

CAUTION– DUE TO CLOSE PROXIMITY FROM NEW POLE SET TO UNDERGROUND LINES, HOLE FOR POLE PLACEMENT TO BE HAND DUG.

PROJECT SUMMARY

SITE NAME:	SMC_DEEPNORTH_5G_005
POLE NUMBER:	NO STENCIL
SITE ADDRESS:	MENDENHALL OAKS PARKWAY HIGH POINT, NC 27265 GUILFORD COUNTY
STRUCTURE OWNER:	VZW
SERVICE TERRITORY:	ELE – HIGH POINT ELECTRIC TEL – NORTH STATE TELEPHONE CO.
APPLICANT:	VERIZON
ROW OWNER:	UNK
MAP/BLOCK/LOT	UNK
TAX MAP ADDRESS:	UNK
STRUCTURE TYPE:	PROPOSED STREET LIGHT

CONSTRUCTION DRAWING
PREPARED FOR:

verizon

SUBMITTALS

REV.	DATE	ISSUED FOR	DRAFTER
0	05/28/19	INITIAL ISSUE	NMM

STAMP

TEMSCO, P.C.
TILSON
301 McCullough Drive, Charlotte, NC 28262
T: (207) 591-6427
info@tilsontech.com tilsontech.com

(6) SMC_DEEPNORTH_5G

HIGH POINT, NC 27265
GUILFORD COUNTY

SHEET TITLE
SMC_DEEPNORTH_5G_005
POLE LOCATION PLAN

DRAFTED BY:	APPROVED BY:	SHEET:	REV
NMM	ETA	CD-9	0

CITY OF HIGH POINT NOTES:

1. CONTRACTOR TO OBTAIN LANE CLOSURE PERMIT FOR CLOSING LANES AND/OR SIDEWALKS ALONG PUBLIC STREETS–CONTACT MATT CARPENTER: (336)883-8567 FOR PERMIT.
2. LOCATION OF UTILITIES SHOWN ARE FOR REFERENCE ONLY. ALL UTILITIES ARE TO BE LOCATED AND FIELD VERIFIED PRIOR TO CONSTRUCTION.
3. THIS IS A NC-DOT MAINTAINED ROADWAY. THIS PAGE SHOULD BE REVIEWED FOR UTILITY CONFLICTS ONLY.
4. FIELD VERIFY ALL DEPTHS OF CROSSING UTILITIES.
5. CONTRACTOR TO CONTACT THE CITY OF HIGH POINT WITH QUESTIONS REGARDING SPECIFIC UTILITIES. ENGINEERING: 336-883-3194, ELECTRIC: 336-883-3172, WATER & SEWER: 336-883-3466, TRANSPORTATION: 336-883-3225
6. STREET LIGHT TO BE PROVIDED BY CITY. PROPOSED Cree OSQ-A-NM-2ME-B-30K-UL-XX. COLOR TYPE "XX" IS TO THE CITY'S DISCRETION.

CONTRACTOR NOTES:

1. SITE PLAN SHOWN WAS REPRODUCED FROMM INFORMATION PROVIDED BY HIGH POINT GIS. CONTRACTOR TO VERIFY ALL EXISTING INFORMATION IS AS INDICATED ON SITE PLAN. CONTRACTOR IS TO ESTABLISH THE EXISTENCE AND LOCATION OF ALL EXISTING UNDERGROUND AND OVERHEAD UTILITIES. IMMEDIATELY NOTIFY THE CONSTRUCTION MANAGER OF ANY DISCREPANCIES.
2. EXISTING INFORMATION INDICATED ON THE SITE PLAN SHOWN WAS REPRODUCED FROM MAPS TAKEN FROM HIGH POINT GIS. TILSON DOES NOT GUARANTEE, OR ENSURE THE PRECISION, ACCURACY OR CORRECTNESS AND ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE DAMAGES, LOSS OF REVENUE, OR INJURY THAT MIGHT OCCUR.

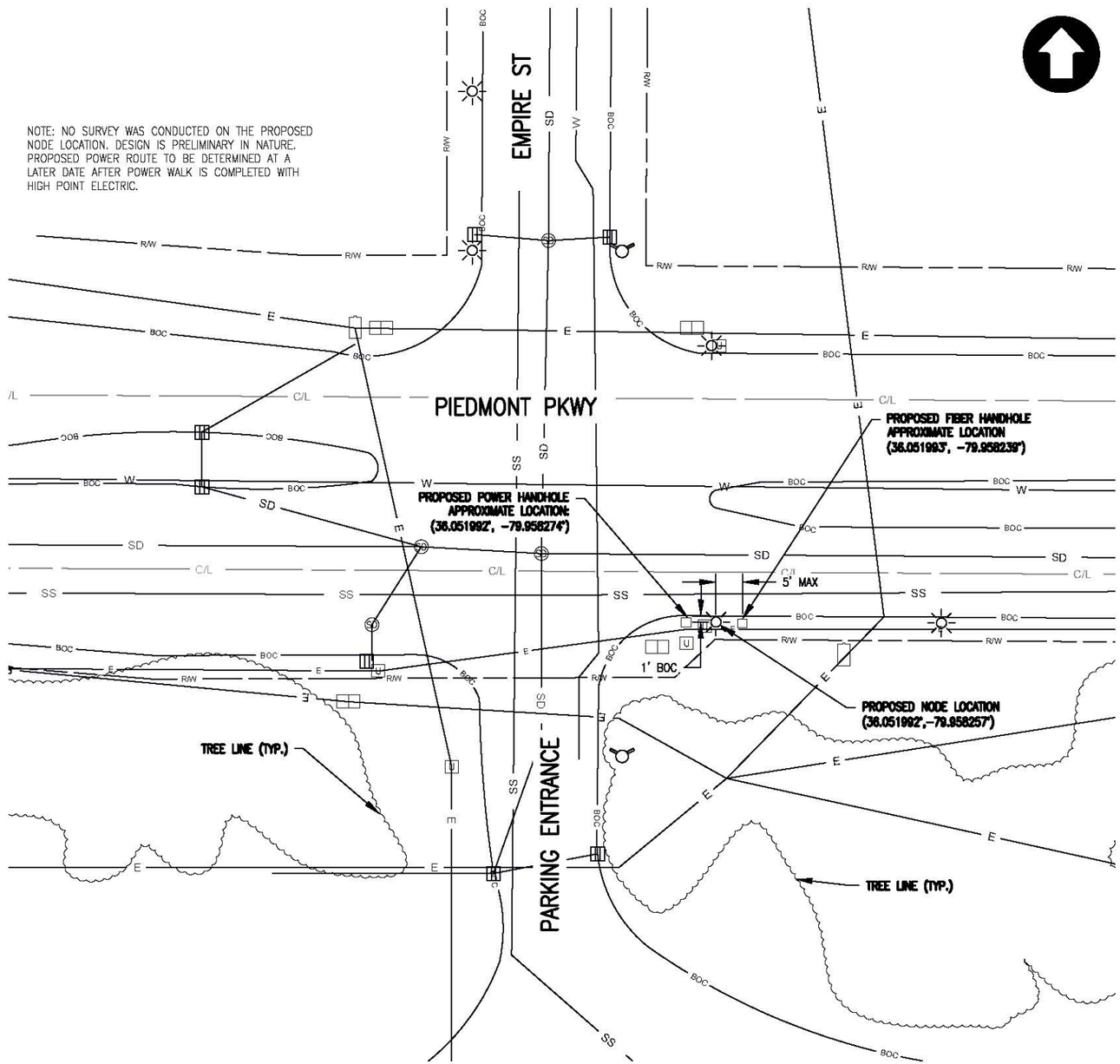
LEGEND

STORM WATER	SD
SEWER	SS
WATER	W
SIDEWALK	S/W
BACK OF CURB	BOC
EDGE OF PAVEMENT	EOP
CENTER LINE	C/L
PROPERTY LINE/ROW	R/W
OVERHEAD FIBER	OMCI
OVERHEAD ELECTRIC	OE
ELECTRIC UNDERGROUND	E
VEGETATION	
SIDEWALK/CONCRETE	
GRASS	
DIRT	

HYDRANT, UTILITY POLE, UNKNOWN HANDHOLE, TRAFFIC SIGNAL

LIGHT POLE, CATCH BASIN, ELECTRICAL MANHOLE, CUSTOMER SERVICE POINT

POWER CABINET, TRANSFORMER, STORM DRAIN MANHOLE



PROPOSED POLE LOCATION PLAN
SCALE 1:40
NOTE: LOCATIONS AND DIMENSIONS ARE APPROXIMATE AND BASED UPON AERIAL IMAGES

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CAUTION– DUE TO CLOSE PROXIMITY FROM NEW POLE SET TO UNDERGROUND LINES, HOLE FOR POLE PLACEMENT TO BE HAND DUG.

PROJECT SUMMARY

SITE NAME:	SMC_DEEPNORTH_5G_006
POLE NUMBER:	NO STENCIL
SITE ADDRESS:	PIEDMONT PARKWAY HIGH POINT, NC 27265 GUILFORD COUNTY
STRUCTURE OWNER:	VZW
SERVICE TERRITORY:	ELE – HIGH POINT ELECTRIC TEL – NORTH STATE TELEPHONE CO.
APPLICANT:	VERIZON
ROW OWNER:	UNK
MAP/BLOCK/LOT	UNK
TAX MAP ADDRESS:	UNK
STRUCTURE TYPE:	PROPOSED STREET LIGHT

CONSTRUCTION DRAWING
PREPARED FOR:

verizon

SUBMITTALS

REV.	DATE	ISSUED FOR	DRAFTER
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info@tilsontech.com tilsontech.com

(6) SMC_DEEPNORTH_5G

HIGH POINT, NC 27265
GUILFORD COUNTY

SHEET TITLE
SMC_DEEPNORTH_5G_006
POLE LOCATION PLAN

DRAFTED BY:	APPROVED BY:	SHEET:	REV
NMM	ETA	CD-10	0

CITY OF HIGH POINT NOTES:

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LEGEND

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SEWER	SS
WATER	W
SIDEWALK	S/W
BACK OF CURB	BOC
EDGE OF PAVEMENT	EOP
CENTER LINE	C/L
PROPERTY LINE/ROW	R/W
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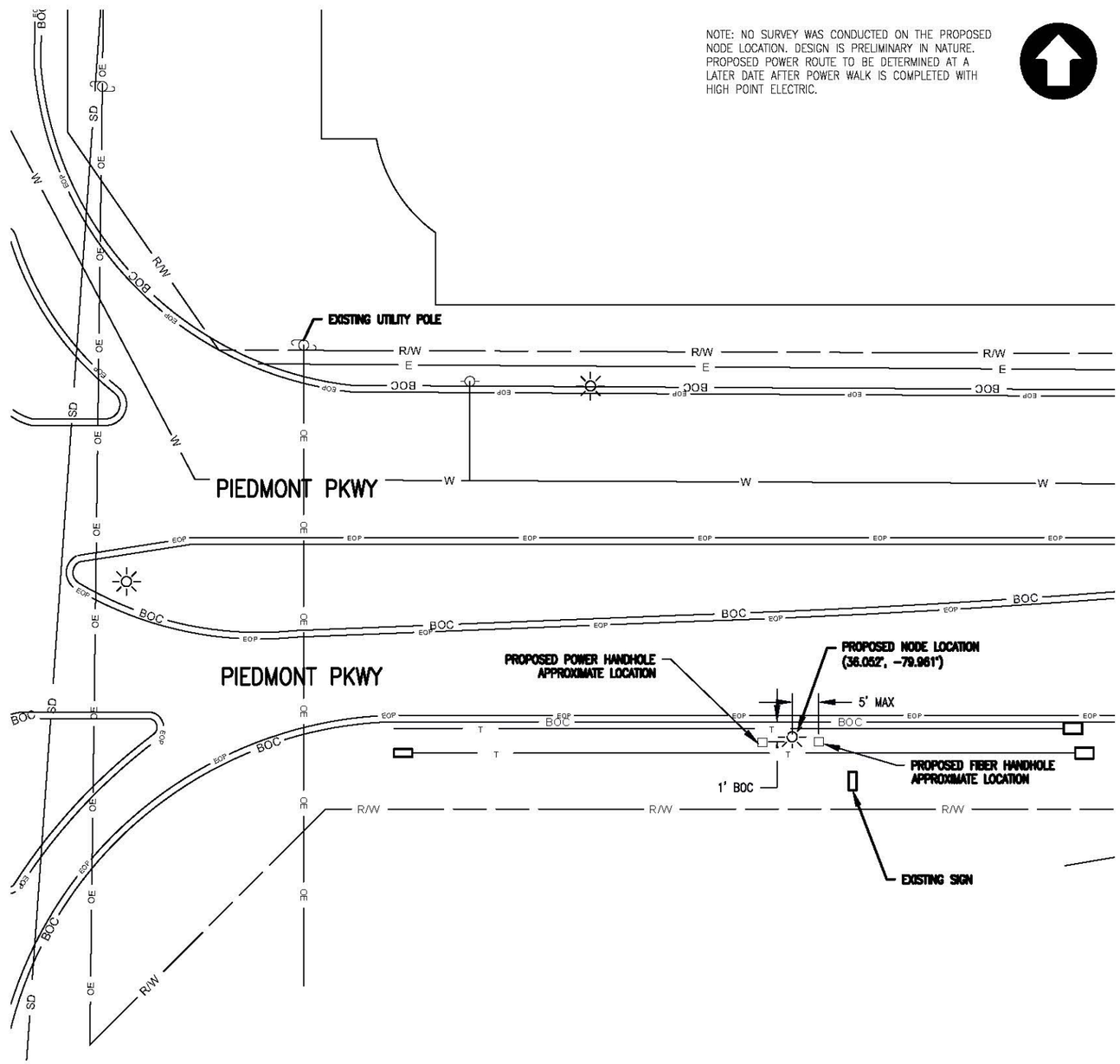
SIDEWALK/CONCRETE	
GRASS	
DIRT	

HYDRANT, UTILITY POLE, UNKNOWN HANDHOLE, TRAFFIC SIGNAL

LIGHT POLE, CATCH BASIN, ELECTRICAL MANHOLE, CUSTOMER SERVICE POINT

POWER CABINET, TRANSFORMER, STORM DRAIN MANHOLE



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NO KNOW SEWER LINES WITHIN PROJECT LIMITS

CAUTION– DUE TO CLOSE PROXIMITY FROM NEW POLE SET TO UNDERGROUND LINES, HOLE FOR POLE PLACEMENT TO BE HAND DUG.

PROJECT SUMMARY

SITE NAME:	SMC_DEEPNORTH_5G_007
POLE NUMBER:	NO STENCIL
SITE ADDRESS:	PIEDMONT PARKWAY HIGH POINT, NC 27265 GUILFORD COUNTY
STRUCTURE OWNER:	VZW
SERVICE TERRITORY:	ELE – HIGH POINT ELECTRIC TEL – NORTH STATE TELEPHONE CO.
APPLICANT:	VERIZON
ROW OWNER:	UNK
MAP/BLOCK/LOT	UNK
TAX MAP ADDRESS:	UNK
STRUCTURE TYPE:	PROPOSED STREET LIGHT

CONSTRUCTION DRAWING
PREPARED FOR:

verizon

SUBMITTALS

REV.	DATE	ISSUED FOR	DRAFTER
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TEMSCO, P.C.

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(6) SMC_DEEPNORTH_5G

HIGH POINT, NC 27265
GUILFORD COUNTY

SHEET TITLE
SMC_DEEPNORTH_5G_007
POLE LOCATION PLAN

DRAFTED BY:	APPROVED BY:	SHEET:	REV
NMM	ETA	CD-11	0

CITY OF HIGH POINT
AGENDA ITEM

Title: Authorize Forsyth County Tax Administration and Collection of Fiscal Year 2019 Taxes

From: Eric Olmedo, Managing Director

Meeting Date: June 17, 2019

Public Hearing: No

Advertising Date / N/A
Advertised By:

Attachments: Resolution/Order of City Council for the Collection of 2019 Taxes
Resolution/Order of City Council for the Collection of 2018 and Prior Years' Taxes

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PURPOSE:
The Financial Services Department recommends that City Council authorize the forms of resolution 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 2019 fiscal year.

BACKGROUND:
The City of High Point is the only municipality in North Carolina which enjoys having 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 FY2019-2020 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 execute an agreement between Forsyth County and the City of High Point for the collection of the 2019 and for the collection of 2018 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 2019 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 2019 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 2019 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, Beeson's Cross Roads Service 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, West Bend Service District, Downtown Winston-Salem Business Improvement District, Willow Run Municipal Service District, and Countywide 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 _____, 2019.

_____
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 2018 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 2010 through 2018 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 2010 through 2018 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, Beeson's Cross Roads Service 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, Downtown Winston-Salem Business Improvement District, Willow Run Municipal Service District, and Countywide 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 registered classified Motor Vehicles for 2015 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 registered classified motor vehicles listed pursuant to G.S. 105-330.3(a)(1) for 2015 and prior years.

WITNESS my hand and official seal, this the _____ day of _____, 2019.

_____
MAYOR, CITY OF HIGH POINT

ATTEST:

_____
CLERK

CITY OF HIGH POINT
AGENDA ITEM

Title: Reappointments – Board of Adjustment

From: City Clerk's Office

Meeting Date: June 17, 2019

Public Hearing: N/A

Advertising Date / Advertised By: N/A

Attachments: none

PURPOSE:
To confirm the reappointment of Nho Bui and Matt Witmeyer to the Board of Adjustment.

BACKGROUND:
Mayor Wagner is recommending the reappointment of Nho Bui and Matt Witmeyer. Both terms expire on July 1, 2019. The reappointments to be effective immediately and will expire July 1, 2022.

BUDGET IMPACT:
N/A

RECOMMENDATION / ACTION REQUESTED:
Council is requested to confirm the reappointment of Nho Bui and Matt Witmeyer to the Board of Adjustment.

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

WHEREAS, the City of High Point owns the real property located at 818 Mobile Street in the City of High Point and more particularly described in Deed Book 7726, Page 294 of the Guilford County Registry ("Property"); 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 negotiated with Housing Consultants Group ("HCG") and the parties agree that the consideration of the conveyance of the above property will be for the public purpose of furthering the mission of providing low to moderate, owner-occupied housing in the City of High Point.

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 818 Mobile Street in the City of High Point, and is more particularly described in Deed Book 7726, Page 294 of the Guilford County Registry.

2. The consideration of the conveyance is HCG's agreement to use this property only for the public purpose of furthering the mission of providing low to moderate, owner-occupied housing. If for any reason the property ceases to be used for a "public" purpose, the property shall revert back to the City of High Point. 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 17th day of June, 2019.

CITY OF HIGH POINT

By _____
Mayor Jay W. Wagner

Attested to:

_____
Lisa Vierling, City Clerk

City of High Point North Carolina

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

WHEREAS, the City of High Point owns the real property located at 3910 Kim Drive in the City of High Point and more particularly described in Deed Book 6477, Page 1664 of the Guilford County Registry ("Property"); 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 negotiated with Housing Consultants Group ("HCG") and the parties agree that the consideration of the conveyance of the above property will be for the public purpose of furthering the mission of providing low to moderate, owner-occupied housing in the City of High Point.

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ADOPTED this the 17th day of June, 2019.

CITY OF HIGH POINT

By _____
Mayor Jay W. Wagner

Attested to:

_____
Lisa Vierling, City Clerk

City of High Point North Carolina

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

WHEREAS, the City of High Point owns the real property located at 815 Mobile Street in the City of High Point and more particularly described in Deed Book 7726, Page 294 of the Guilford County Registry ("Property"); 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 negotiated with Housing Consultants Group ("HCG") and the parties agree that the consideration of the conveyance of the above property will be for the public purpose of furthering the mission of providing low to moderate, owner-occupied housing in the City of High Point.

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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 17th day of June, 2019.

CITY OF HIGH POINT

By _____
Mayor Jay W. Wagner

Attested to:

_____
Lisa Vierling, City Clerk

City of High Point North Carolina

CITY OF HIGH POINT
AGENDA ITEM

Title: **Annexation 19-03**
(City of High Point)

From: Lee Burnette, Planning & Development Director

Meeting Date: June 17, 2019

Public Hearing: Yes

Advertising Date: June 6, 2019

Advertised By: Planning & Development

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

PURPOSE:
A request by the City of High Point to consider a voluntary contiguous annexation of an approximate 0.48-acre parcel lying along the south side of Kivett Drive, approximately 275 feet west of Kersey Valley Road. The property is also known as Guilford County Tax Parcel 161079.

BACKGROUND:
The staff report and recommendation is enclosed.

BUDGET IMPACT:
There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:
Staff recommends ***approval*** of Annexation 19-03.

CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT

STAFF REPORT
ANNEXATION 19-03
June 17, 2019

Request	
Applicant: City of High Point	**Owner:** City of High Point
Proposal: Voluntary contiguous annexation of a parcel within the City's Extraterritorial Jurisdiction (ETJ) Area.	**Effective Date:** Upon adoption
	Associated Zoning Case: Zoning Case 19-08

Site Information	
Location:	The site is lying along the south side of Kivett Drive, approximately 275 feet west of Kersey Valley Road.
Tax Parcel Number:	Guilford County Tax Parcel 161079
Site Acreage:	Approximately 0.48 acres
Current Land Use:	Vacant single family dwelling.
Current Zoning:	The site is within the City's ETJ Area, and subject to the City's zoning requirements. The current R-5 District is proposed to be changed, under Zoning Map Amendment 19-08, to the Heavy Industrial (HI) District.
Current Fire District:	Pinecroft-Sedgefield District
Proposed Development:	This parcel will be incorporated into the land area of the abutting municipal landfill (City of High Point - Kersey Valley Landfill).
Proposed Unit Type, Number and Average Value:	Not applicable
Proposed Build-out Schedule:	Not applicable
Proposed City of High Point Council Ward:	The proposed annexation site abuts Ward 2. If approved, the annexation area will be part of Ward 2.
Physical Characteristics:	The site has a relatively flat terrain with no noteworthy features.
Water and Sewer Proximity:	A 12-inch and 16-inch City water line lie adjacent to the site along Kivett Drive.
General Drainage and Watershed:	The site has a relatively flat terrain and drains in an easterly direction. 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 12% or more of the site.
Overlay District:	Randleman Lake General Watershed Area

Adjacent Property Zoning and Current Land Use			
North:	RS-40	Residential Single Family-40 District *(Guilford County)*	Single family dwellings
South:	AGR	Agricultural/Rural District	Kersey Valley Municipal Landfill
East:	AGR	Agricultural/Rural District	Kersey Valley Municipal Landfill
West:	AGR	Agricultural/Rural District	Kersey Valley Municipal Landfill

Transportation Information			
Adjacent Streets:	**Name**	**Classification**	**Approx. Frontage**
	Kivett Drive	Major Thoroughfare	182 feet
Vehicular Access:	Via existing driveways from Kivett Drive.		
Traffic Counts: *(Average Daily Trips)*	Kivett Drive	3,800 ADT (NCDOT 2017 traffic count)	

City Department Comment Summary

Comments were not requested for this proposed annexation due to the fact the site abuts the City's corporate limits. Annexation petitions for property within close proximity to existing service areas do not warrant individual department comments.

Details of Proposal

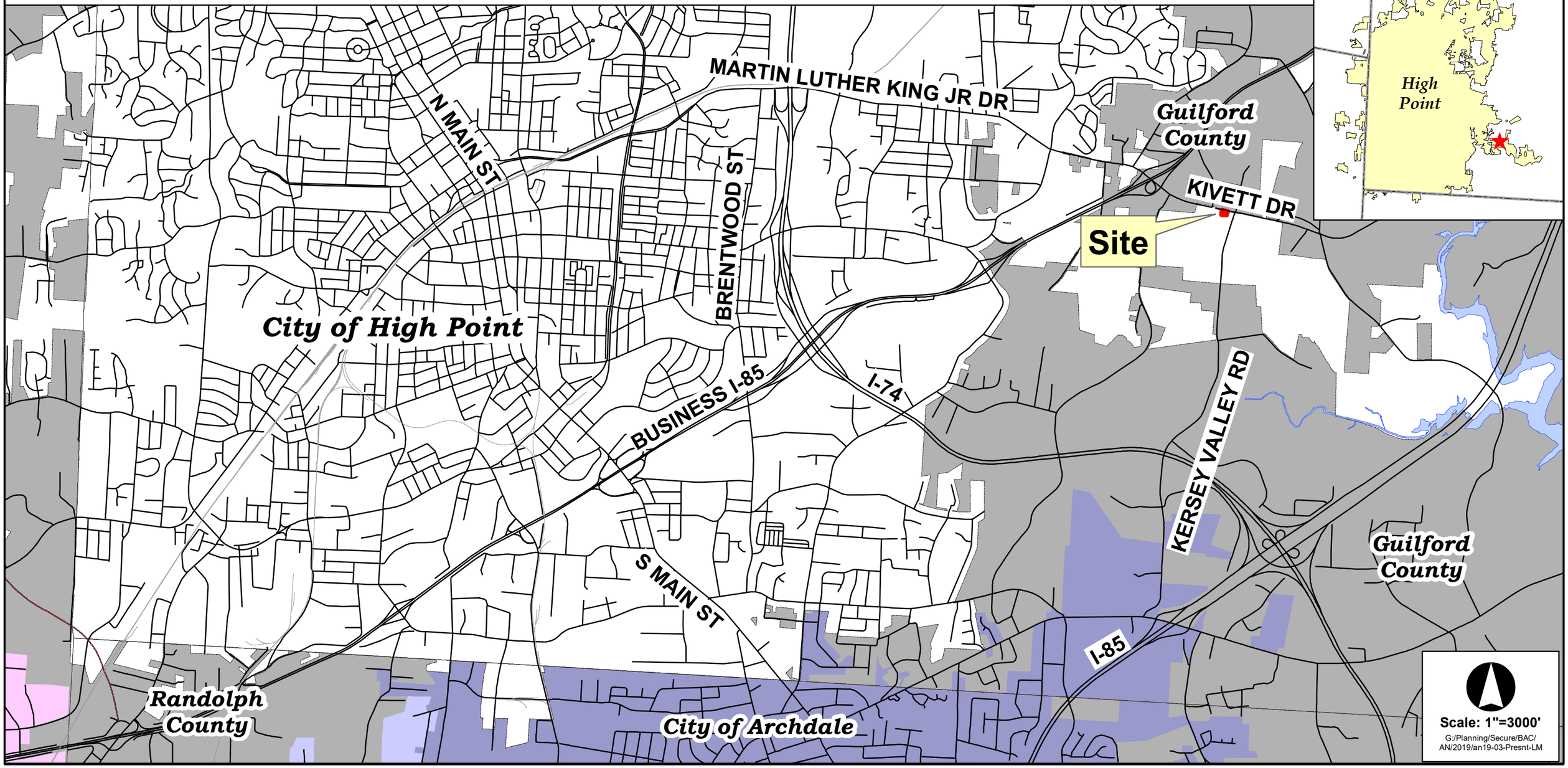
The City of High Point is pursuing annexation of this 0.48-acre parcel so it may be added to the abutting Kersey Valley Municipal Landfill. This annexation represents a logical progression of the City's annexation policy for this area as the property is within the City's ETJ Area, it's surrounded by the City limits on three sides, and City services and service vehicles are already present in this area. The annexation of this parcel will not negatively impact the City's ability to provide services in this area.

Report Preparation

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

LOCATION MAP

ANNEXATION REQUEST AN-19-03
Applicant: City of High Point



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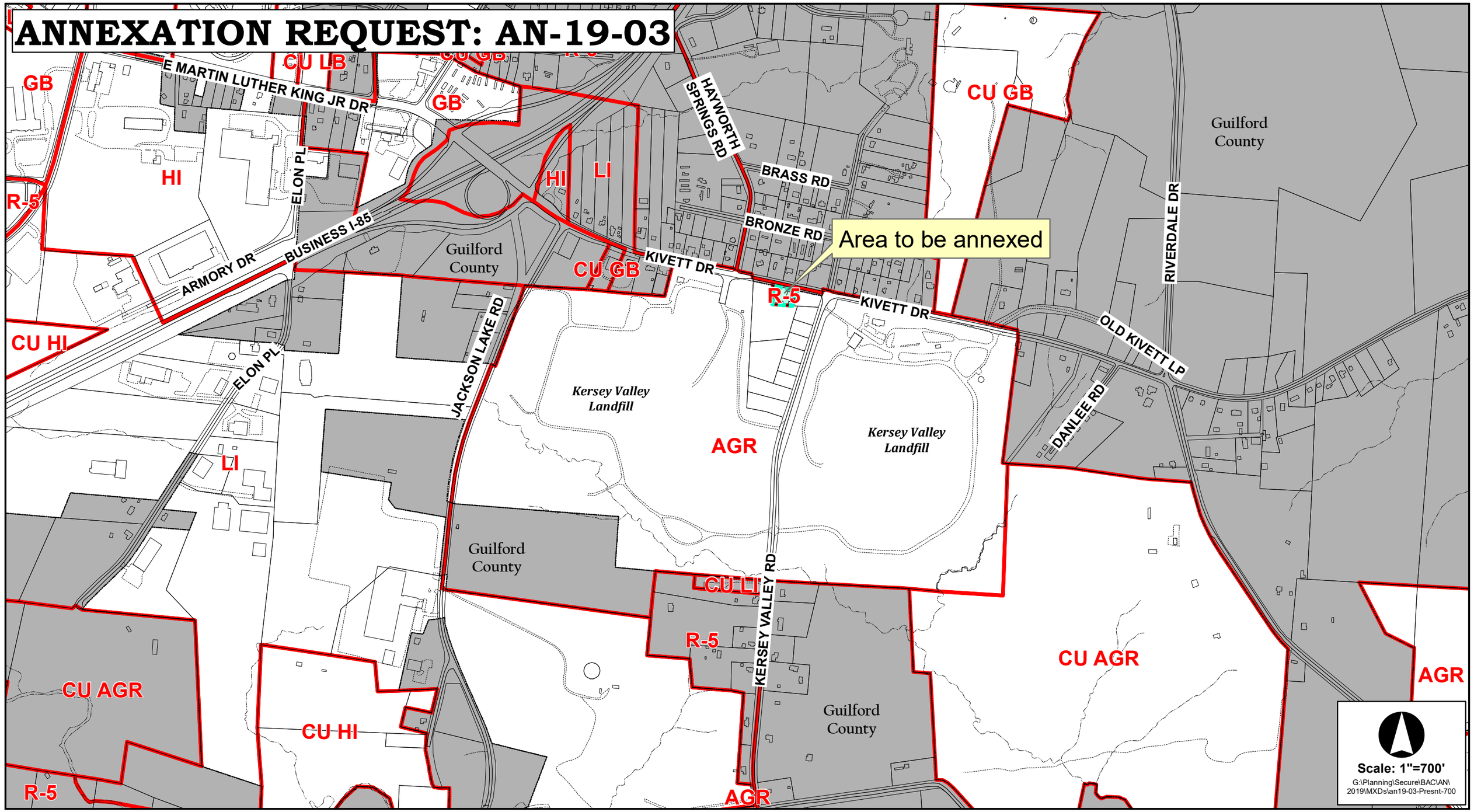
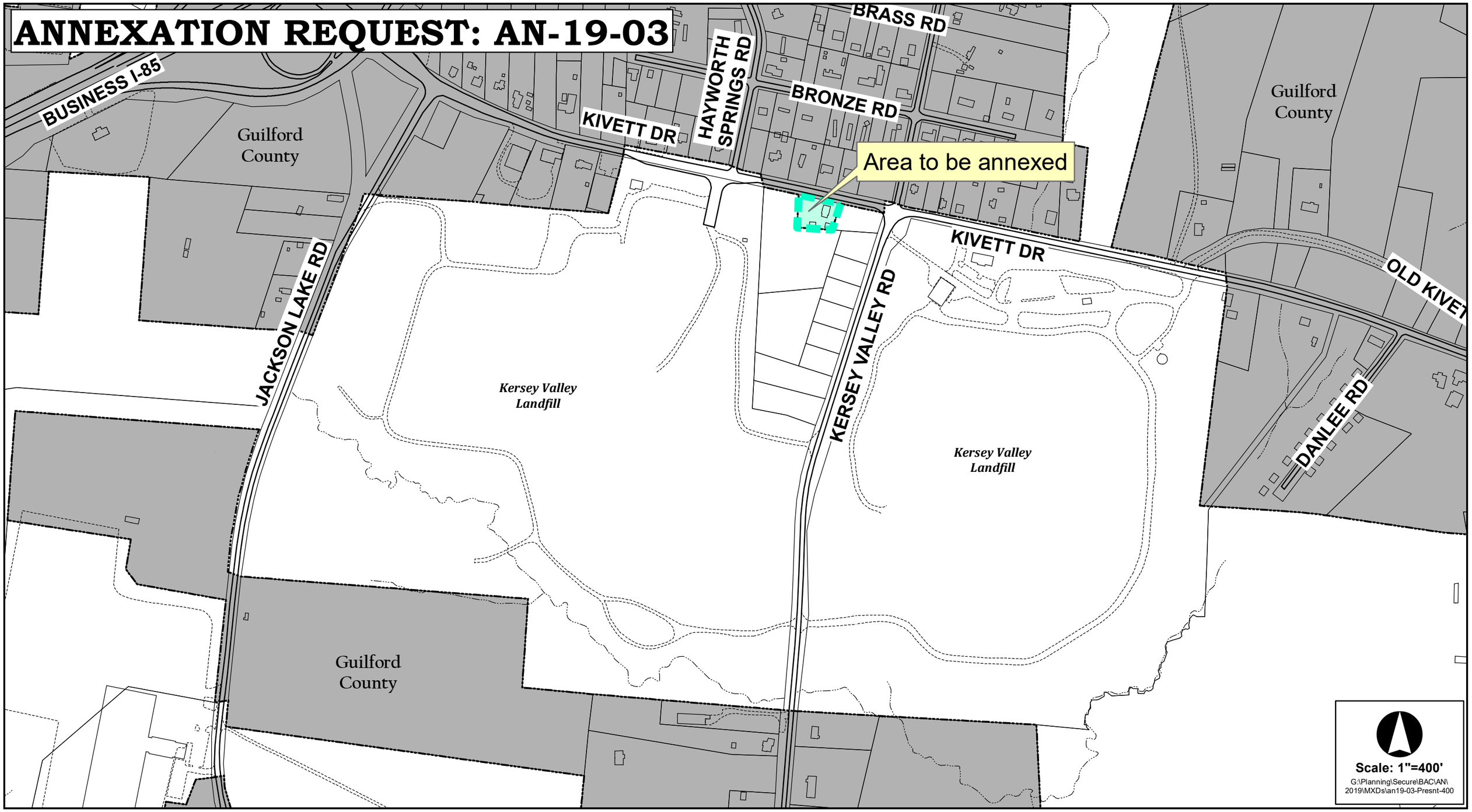


ANNEXATION REQUEST: AN-19-03



AN ORDINANCE EXTENDING THE CITY LIMITS OF THE CITY OF HIGH POINT

WHEREAS, The City of High Point has been petitioned under G.S. 160A-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, The City of High Point has adopted a resolution under G.S. 160A-31, stating its intent to annex the area described herein; and,

WHEREAS, a public hearing on this annexation was held at the Municipal Building at 211 S. Hamilton Street, High Point North Carolina at 5:30 p.m. on the 17tht day of June, 2019, after due notice; 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. That by virtue of the authority granted by G.S. 160A-31 as amended, the following described contiguous property owned by the City of High Point is hereby annexed, and made a part of the City of High Point as of **June 17, 2019.**

Annexation Case 19-03 (AN-19-03) – City of High Point

Guilford County Tax parcel 161079. Being located in Jamestown Township, Guilford County, North Carolina and described as follows:

BEING located in the southern right of way of Kivett Drive at an existing iron pipe which marks the northwest comer of a tract of land owned by Thelma P. Flannery, which iron pipe is also located 188.65 feet west of a p.k. nail located in the pavement of Kivett Drive, as it intersects with Kersey Valley Road, which distance is measured along the southern right of way of Kivett Drive; thence

from said BEGINNING comer South 20 degrees 14 minutes 55 seconds West 117.62fe et to an existing iron pipe, the southwest comer of Thelma P. Flannery's lot; thence North 83 degrees 58 minutes West 149.21 feet to an existing iron pipe; thence North 04 degrees 54 minutes 56 seconds East 139.82 feet to an existing iron pipe in the present southern right of way of Kivett Drive; thence along said right of way South 75 degrees 51minutes 20 seconds East 182.65 feet to the BEGINNING.

SECTION 2. That upon and after the effective date of the annexation the foregoing property and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of High Point, and shall be entitled to the same privileges and benefits as other parts of the City of High Point. Said territory shall be subject to municipal taxes according to G.S. 160A-31.

SECTION 3. That the Mayor of the City of High Point shall cause to be recorded in the Office of the Register of Deeds for Guilford County and in the Office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1, thereof, together with a duly certified copy of this ordinance.

Adopted by City Council,
this the **17th** day of **June, 2019**
Lisa B. Vierling, City Clerk

CITY OF HIGH POINT
AGENDA ITEM

Title: Preconstruction/Construction Service Agreement - Samet Corporation – New HPPD

From: Randy E. McCaslin, Deputy City Manager

Meeting Date: June 17, 2019

Public Hearing: N/A

Advertising Date: N/A
Advertised By:

Attachments: N/A

PURPOSE:
Approval of an agreement between the City of High Point and Samet Corporation for pre-construction and construction services for the new High Point Police Department and Communications Center.

BACKGROUND:
At the March 18, 2019 City Council meeting, City Council approved a professional services agreement with Samet Corporation as the Construction Manager at Risk (CMAR) for the renovations and additions to the building located at 1730 Westchester Drive which will house the new High Point Police Department and Communications Center. At this time, Council is being asked to approve a Preconstruction and Construction Services Agreement for this project.

BUDGET IMPACT:
Funds are available in the annual budget.

RECOMMENDATION / ACTION REQUESTED:
City Council is requested to approve an agreement between the City of High Point and Samet Corporation (CMAR) in the amount of $132,345.00 for Preconstruction Services for the new High Point Police Department and Communications Center and authorize the appropriate city official to execute all necessary documents.

CITY OF HIGH POINT
AGENDA ITEM

Title: **Special Use 19-01**
(City of High Point)

From: Lee Burnette, Planning & Development Director

Meeting Date: June 17, 2019

Public Hearing: Yes

Advertising Date: June 5, 2019, and June 12, 2019

Advertised By: Planning & Development

Attachments:
A. Planning and Zoning Commission Recommendation
B. Staff Report
C. Maps
D. Special Use Permit
E. Supporting Documentation

PURPOSE:
A request by the City of High Point to allow a Major Landfill on approximately 176 acres in the Heavy Industrial (HI) District. The site consists of multiple parcels lying along both sides of Kersey Valley Road, south of Kivett Drive, east of Jackson Lake Road and approximately 360 feet west of Danlee Road.

BACKGROUND:
The staff report is enclosed.

BUDGET IMPACT:
There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:
Staff recommended ***approval*** of this request as outlined in the attached staff report.

CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT

STAFF REPORT
SPECIAL USE 19-01
June 17, 2019

Request	
Applicant: City of High Point	**Owner:** City of High Point
Proposal:	A Special Use request to allow a Major Landfill in the Heavy Industrial (HI) District.

Site Information	
Location:	The site consists of multiple parcels lying along both sides of Kersey Valley Road, south of Kivett Drive, east of Jackson Lake Road and approximately 360 feet west of Danlee Road.
Tax Parcel Numbers:	Guilford County Tax Parcels 161052, 161053, 161078, 161079, 161100, 161102, 161103, 161105, 161498, 161505, 161526, 161527, 202910 and 202911
Site Acreage:	Approximately 176 acres
Current Land Use:	Major landfill and a vacant single family dwelling.
Physical Characteristics:	The site has a moderate to severely sloping terrain.
Water and Sewer Proximity:	A 12-inch and 16-inch City water line lie adjacent to the site along Kivett Drive and along Jackson Lake Road.
General Drainage and Watershed:	The site has a moderate to severely sloping terrain and drains in a general southeasterly direction. 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 12% or more of the site.
Overlay District:	Randleman Lake General Watershed Area

Adjacent Property Zoning and Current Land Use			
North:	LI GB CU-GB RS-40 AG	Light Industrial District General Business District Conditional Use General Business District Residential Single Family-40 District *(Guilford County)* Agricultural District *(Guilford County)*	Vacant industrial building, automotive repair facility, single family dwellings and undeveloped parcels
South:	AGR R-5 CU-LI CU-AGR RS-40	Agricultural/Rural District Residential Single Family – 5 District Conditional Use Light Industrial District Conditional Use Agricultural/Rural District Residential Single Family-40 District *(Guilford County)*	Single family detached dwellings and undeveloped parcels

East:	RS-40 CU-AGR	Residential Single Family-40 District *(Guilford County)* Conditional Use Agricultural/Rural District	Single family detached dwelling, undeveloped parcel and a construction and demolition debris landfill
West:	LI	Light Industrial District	Single family detached dwellings and undeveloped parcels

Relevant Land Use Policies and Related Zoning History	
Community Growth Vision Statement	This request is neither consistent or inconsistent with the goals and objectives of the Community Growth Vision Statement.
Land Use Plan Map Classification:	Most of the site has a Heavy Industrial land use designation. This classification includes the whole range of assembling, fabricating, and heavy manufacturing activities, some of which have significant environmental impacts or nuisance effects, as well as certain intense and large-scale, open land uses like wastewater treatment plants, landfills and quarries. The western portion of the site has a Light Industrial classification, which includes uses such as general manufacturing, wholesaling, warehousing, and research and development uses.
Land Use Plan Goals, Objectives & Policies:	The following goals of the Land Use Plan are relevant to this request: Goal #4: Ensure that all required public services and facilities are sequenced to meet demands of development. 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:	Business I-85 Corridor Plan: This 1997 plan, which only covers a small portion of the site, examined issues primarily related to the appearance of this gateway corridor into High Point.
Zoning History:	The Kersey Valley Landfill was first issued a Solid Waste Management Permit on October 28, 1980 and was annexed into the City's corporate limits on December 29, 1980. Additional approvals were granted in 1996 (SU-96-08) to expand the landfill to the east side of Kersey Valley Road. In 2006 and 2015, amendments to SU-96-08 were granted to expand the facility by adding approximately 31 acres.

Transportation Information			
Adjacent Streets:	**Name**	**Classification**	**Approx. Frontage**
	Kivett Drive	Major Thoroughfare	2,650 feet
	Kersey Valley Road	Local	2,200 feet
	Jackson Lake Road	Minor Thoroughfare	1,720 feet
Vehicular Access:	Via existing driveways from Kivett Drive and Jackson Lake Road.		
Traffic Counts: *(Average Daily Trips)*	Kivett Drive Kersey Valley Road Jackson Lake Road	3,800 ADT (NCDOT 2017 traffic count) 1,500 ADT (NCDOT 2017 traffic count) None available	
Estimated Trip Generation:	Not applicable		
Traffic Impact Analysis (TIA):	**Required**		**TIA Comments**
	Yes	No X	Not applicable

School District Comment

Not applicable to this special use case.

Details of Proposal

The applicant is requesting a special use permit to expand an existing major landfill (City of High Point Kersey Valley Landfill). A special use is an additional use to those permitted by right in a zoning district. Such a use requires analysis for its potential impact on the proposed site and surrounding properties. The purpose of the special use process is to allow the City Council an opportunity to perform this analysis. The Kersey Valley Landfill was issued permits in 1980 and over the proceeding decades has expanded to its current configuration. This current special use application proposes to expand the facility by adding a 0.48-acre parcel and by designating an additional 19.2 acres to the active waste storage area. Details of this request are as follows:

Expansion Area #1 (0.48-acres)
This expansion consists of a 0.48-acre parcel with a vacant single family dwelling. This parcel fronts along Kivett Drive and is surrounded on three sides by the landfill. Based on its location at the perimeter of the overall facility, active waste storage cannot be conducted on this parcel. It will be incorporated into the facilities perimeter buffer area and may also be used for the construction of related accessory structures (See Exhibit #1).

Expansion Area #2 (19.2 acre waste storage expansion)
The landfill currently has two active waste storage areas, one lying east of Kersey Valley Road and the other lying west of Kersey Valley Road. The Public Service Department is proposing that NCDOT abandon that portion of Kersey Valley Road abutting the landfill and allow rerouting of the road westward to intersect with Jackson Lake Road. With the road abandonment, the two separate waste storage cells can be combined to create an additional 19.2 acres of waste storage and add approximately 20 years to the lifespan of the Kersey Valley Landfill (See Exhibits #1 and 2).

The Kersey Valley facility is currently governed by SU-96-08. This new special use request will carry forward applicable conditions from SU-96-08 and will add a condition to prohibit the merger of the two separate waste storage cells until the Kersey Valley Road right-of-way abandonment and road realignment are completed. Supporting documents consisting of the applicant's response to special use findings, summary pages from the "Impact Study" (Appraisal), "Proposed Facility Plan Information" and Citizens Information Meeting Report are attached to this report. The special use application also included the following additional supporting documents:

- Impact Study (entire report) of Kersey Valley Landfill Expansion prepared by Hylton, Crower & Associates (Certified North Carolina General Appraiser).
- Site Study – City of High Point Kersey Valley MSW Landfill – Area 3. Prepared by Smith-Gardner Inc. Engineering Firm.
- Appendix A to Site Study. Report of Site Investigation and Remedial Engineering (Hazen and Sawyer, PC 1992)

Due to the size of these additional documents (approximately 800 pages) they were not included as an attachment to this report. They can be viewed in the official case file in Accela Citizen Access, under Record ID SU-19-01 using the following weblink:
https://acceladmz.highpointnc.gov/chpaca/Account/RegisterDisclaimer.aspx

Findings

Section 2.4.12.C of the Development Ordinance requires that certain findings be made before a special use may be approved. 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 required findings.

Will not materially endanger the public health or safety if located where proposed.	
Compliance	❖ The regulation of municipal solid waste landfill facilities, including environmental monitoring, is enforced by the State of North Carolina Department of Environmental Quality. The existing landfill and proposed expansion will be designed with a liner and leachate collection system and water quality and landfill gas monitoring systems meeting the requirements of State solid waste rules. The City is required to maintain compliance with environmental permits for the site including both solid waste and air quality permits. Additionally, the facility is routinely inspected by representatives of the NC Department of Environmental Quality. ❖ As part of the 19.2 acre expansion of the waste storage area, the portion of Kersey Valley Road that bisects the facility will be abandoned as a public right-of-way and closed to public access. This will remove an existing public safety concern with limited visibility at the intersection of Kivett Drive and Kersey Valley Road.

Complies with all required standards, conditions, and specifications of the Development Ordinance, including Chapter 4: Uses.	
Compliance	Subject to approval of Zoning Map Amendment 19-08, the site will be in a Heavy Industrial (HI) District and will meet all required standards of the Development Ordinance.

Will not substantially injure the value of the abutting land, or the special use is a public necessity;	
Compliance	❖ As of April 1, 2019 the city's estimated population is 114,183. The ability to provide for effective solid waste disposal, and when possible to expand the lifespan of such facilities, is a public necessity. ❖ A major landfill use has been established in this area since 1980, this request is not introducing a new land use to the area. Except for the road right-of-way proposed for abandonment, the 19.2 acre expansion of waste storage area is already part of the Kersey Valley Landfill facility. ❖ The applicant hired a land appraisal firm to conduct an analysis of residential property sales in the vicinity of the Kersey Valley Landfill. The study also provided a comparison of sales near similar heavy industrial type uses in North Carolina, such as the Randolph County landfill, recycling facilities, quarries and a nuclear power plant. The summary statements from this study concluded that: ➢ The sales data found and reported no negative impact on the sales price, property value, or marketability of properties located adjoining, abutting or in close proximity to a landfill. ➢ The expansion of the Kersey Valley Landfill in accordance with the proposed conditions will not substantially injure the value of abutting properties.

	➢ The expansion has buffers to minimize to the extent possible the visual impact of the proposed landfill expansion and with the proposed rerouting of Kersey Valley Road, the visual impact could in fact be decreased.

Will be in harmony with the area in which it is to be located.	
Compliance	Except for the addition of the 0.48-acre parcel, the overall perimeter boundary of the landfill property is not changing. Furthermore, the facility has an established perimeter buffer area that provides approximately 300 to 400 feet of separation between active waste storage areas and adjacent parcels. The merger of the two waste storage areas will maintain this current buffer standard. The proposed expansion is consistent with the manner in which property along the south side of Kivett Drive has developed. Directly to the east of this facility is a 155-acre construction and demolition debris landfill. Thus, in conjunction with the Kersey Valley Landfill over 300 acres of land is devoted to waste related services in the area lying south of Kivett Drive, east of Jackson Lake Road and west of Riverdale Road. There are other intensive industrial type land uses in this area. A quarter-mile to the east of the site, at the northeast corner of Kivett Drive and Riverdale Road, is the Martin Marietta Quarry on approximately 277 acres. Also, to the southeast of the site, along Jackson Lake Road, over 80 acres of land is currently used as a trucking distribution facility and as an asphalt plant.

Is in general conformity with the City's adopted policy guidance.	
Compliance	The adopted Land Use map classifies lands south of Kivett Drive as Heavy Industrial and Light Industrial**,** which includes large waste related services. The proposed expansion is consistent with adjacent industrial related uses and established land use policies in this area.

Recommendation

Staff recommends approval

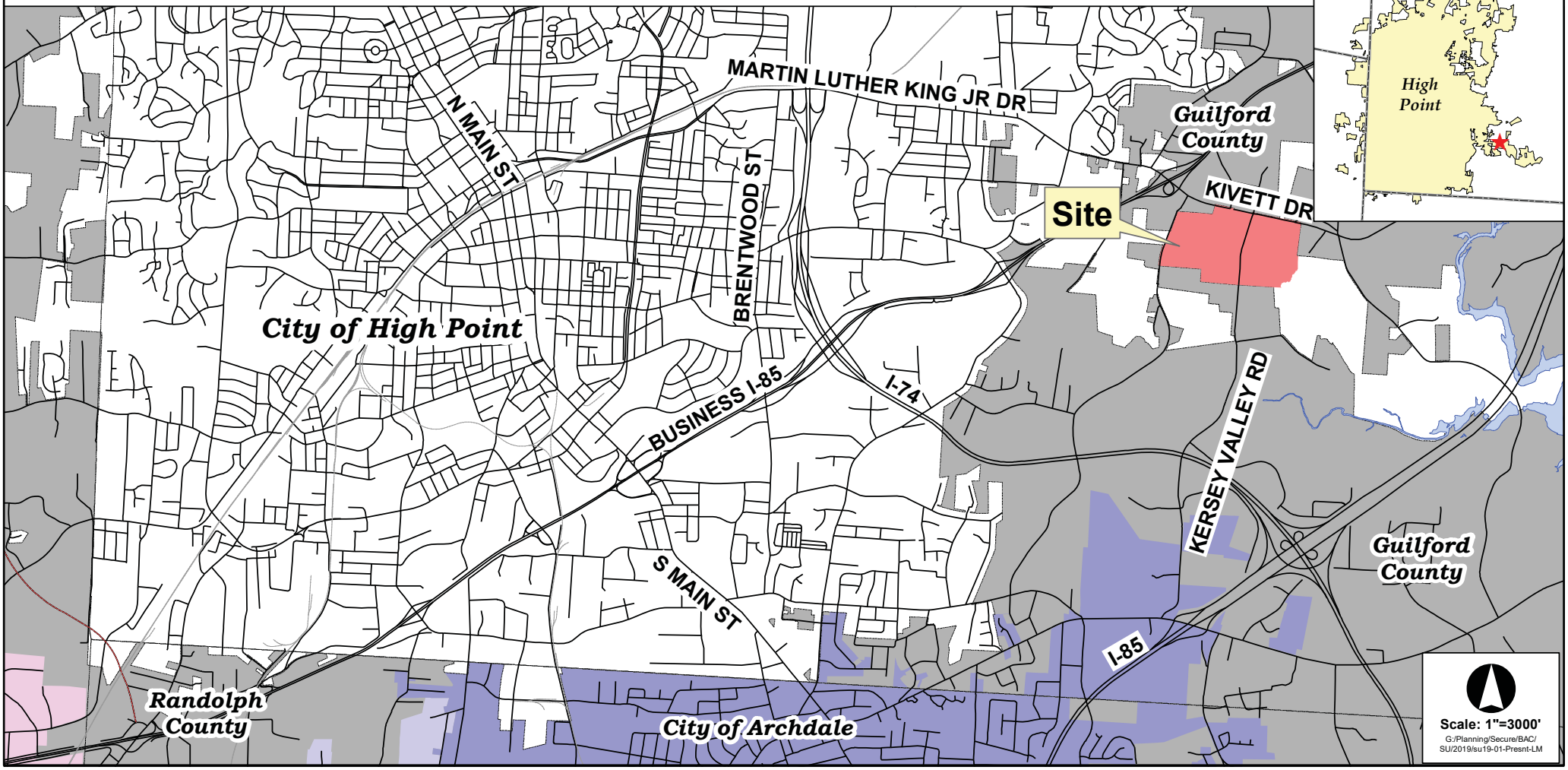
The Planning and Development Department recommends approval of the request to permit a Major Landfill in the Heavy Industrial (HI) District and the accompanying Special Use Permit. Based upon the conditions in the attached Special Use Permit and the preliminary findings of facts, staff finds that the request is generally consistent with the surrounding zoning and development in this area, and in compliance with adopted land use policies.

Report Preparation

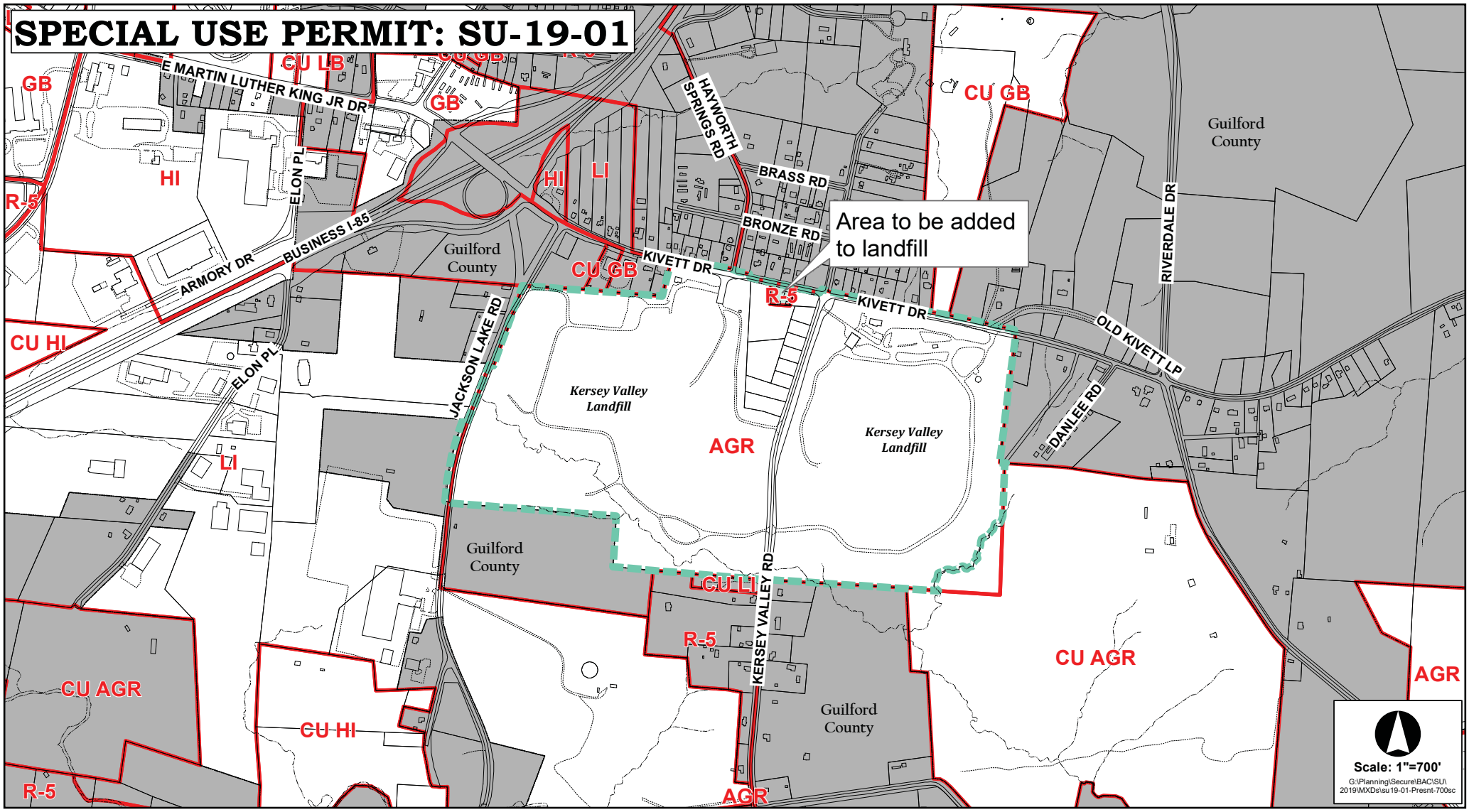
This report was prepared by Planning and Development Department staff member Herbert Shannon Jr. AICP, Senior Planner, and reviewed by Robert Robbins AICP, Development Services Administrator and G. Lee Burnette AICP, Director.

LOCATION MAP

SPECIAL USE PERMIT SU-19-01
Applicant: City of High Point



SPECIAL USE PERMIT: SU-19-01



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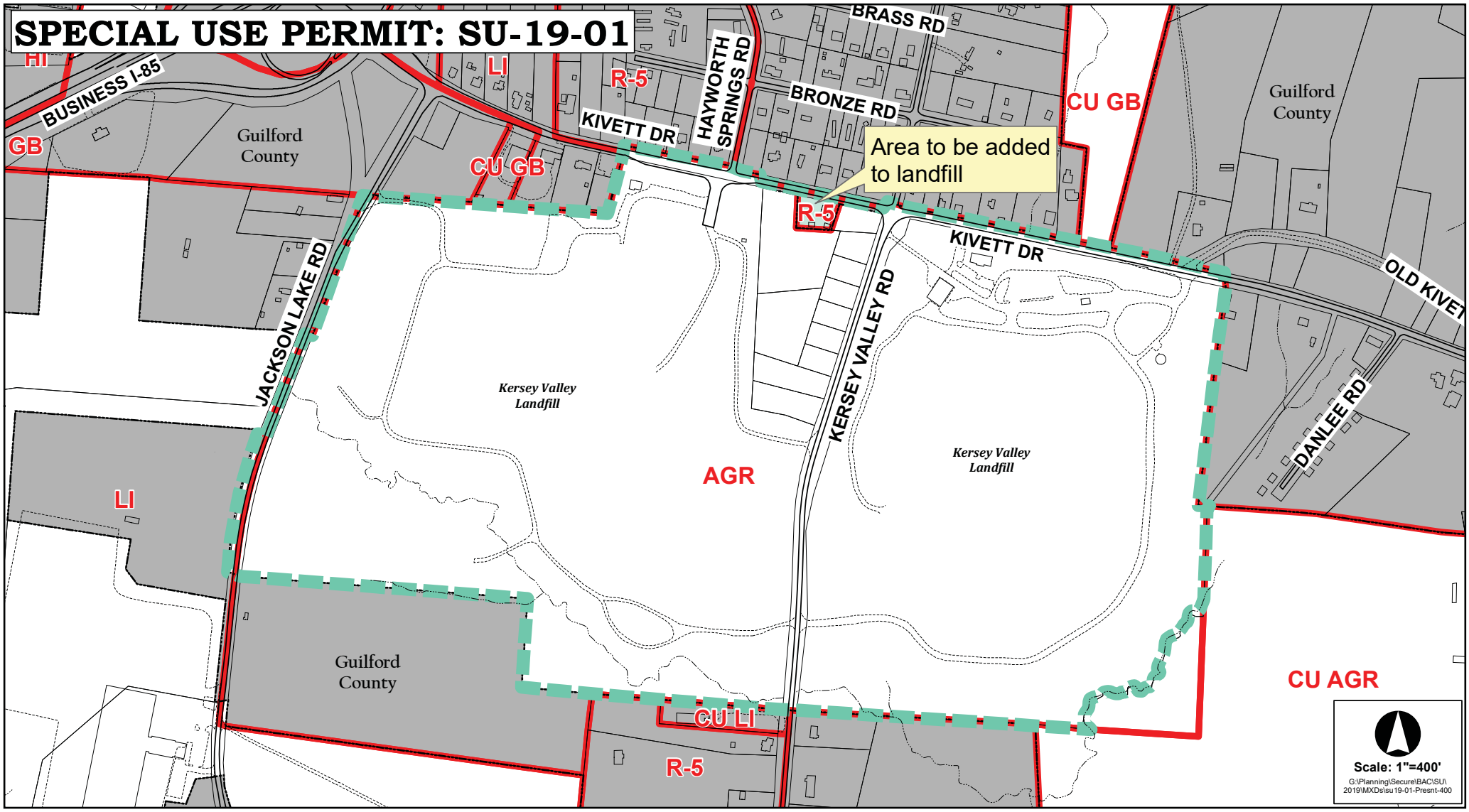
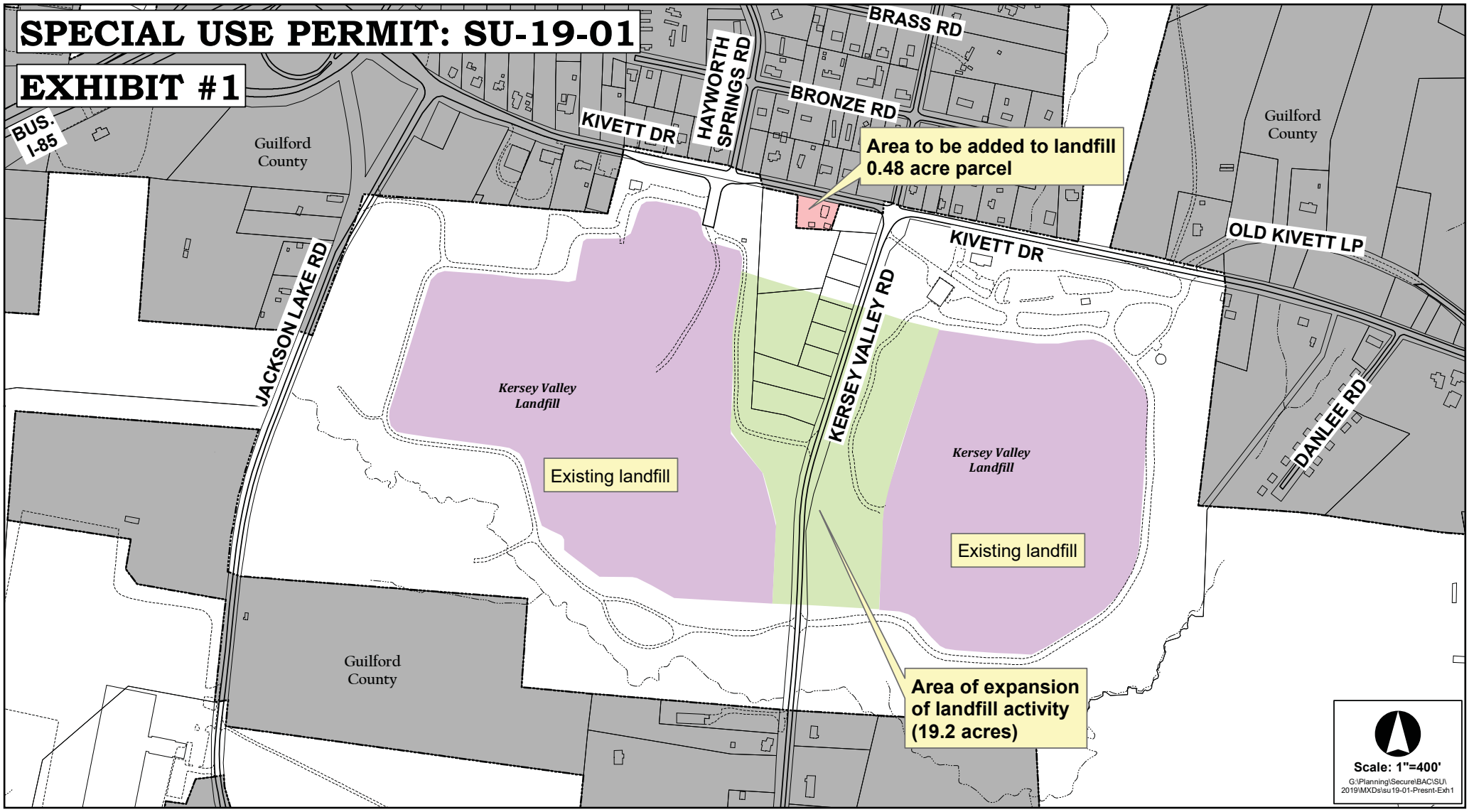


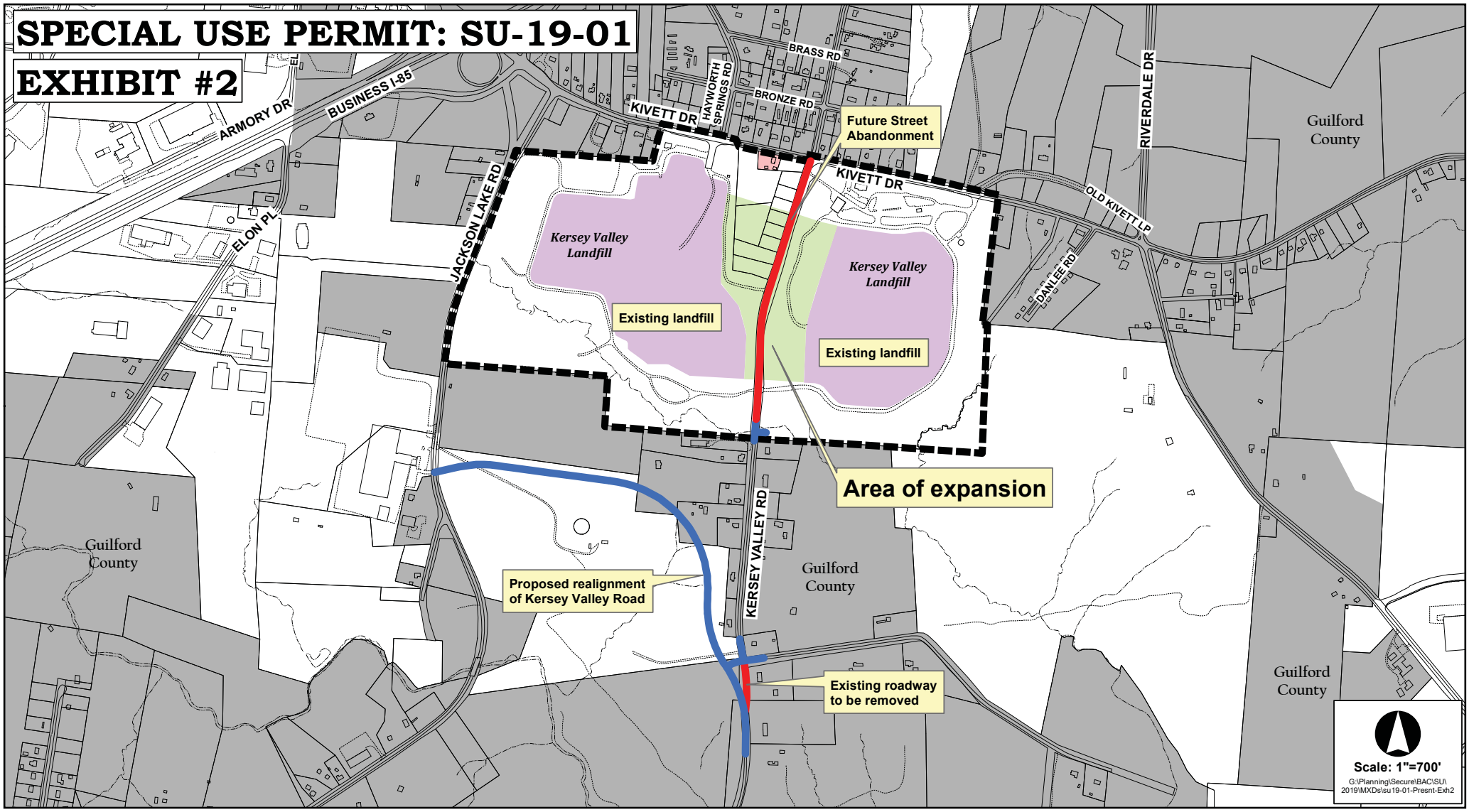
SPECIAL USE PERMIT: SU-19-01

EXHIBIT #1



SPECIAL USE PERMIT: SU-19-01

EXHIBIT #2



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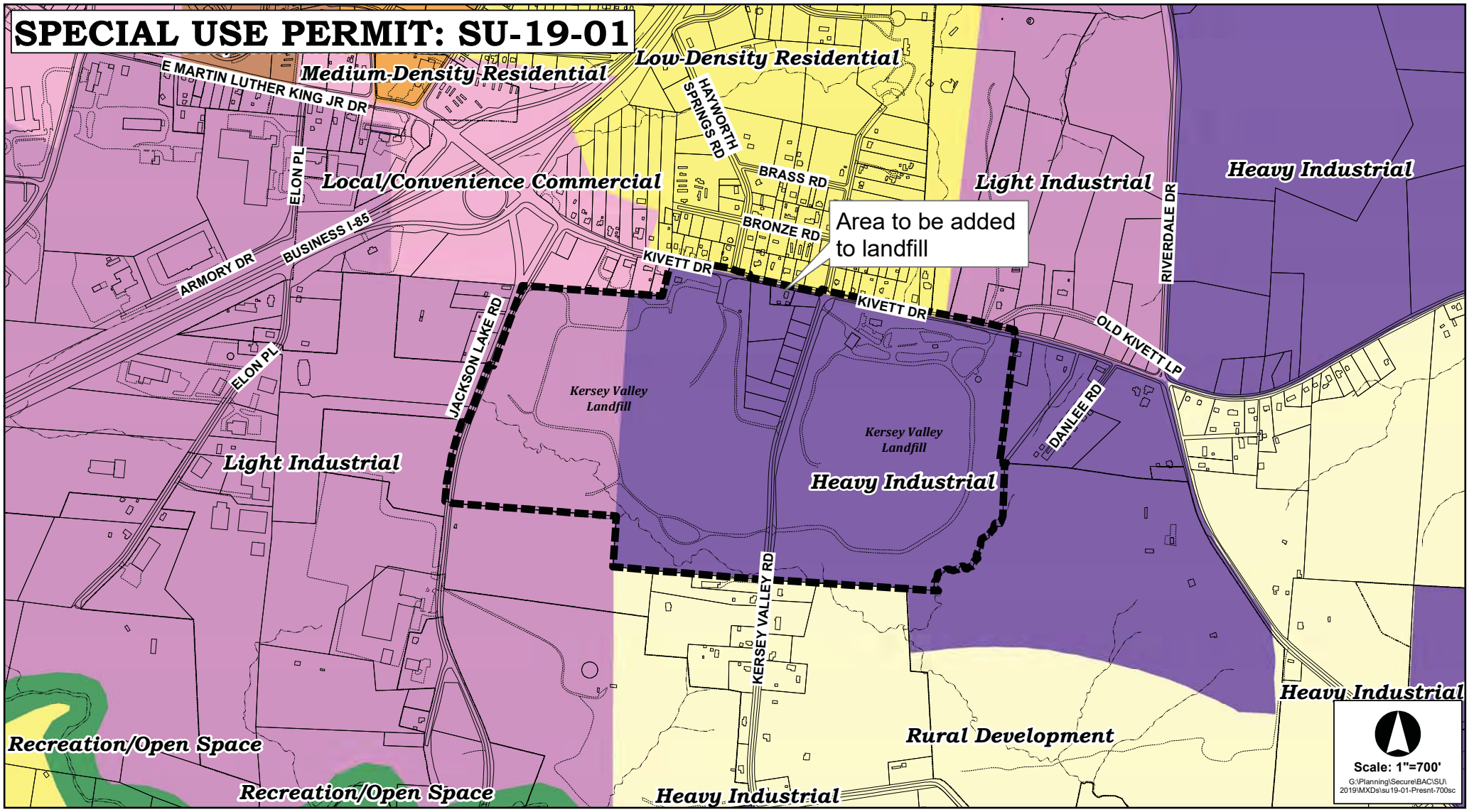

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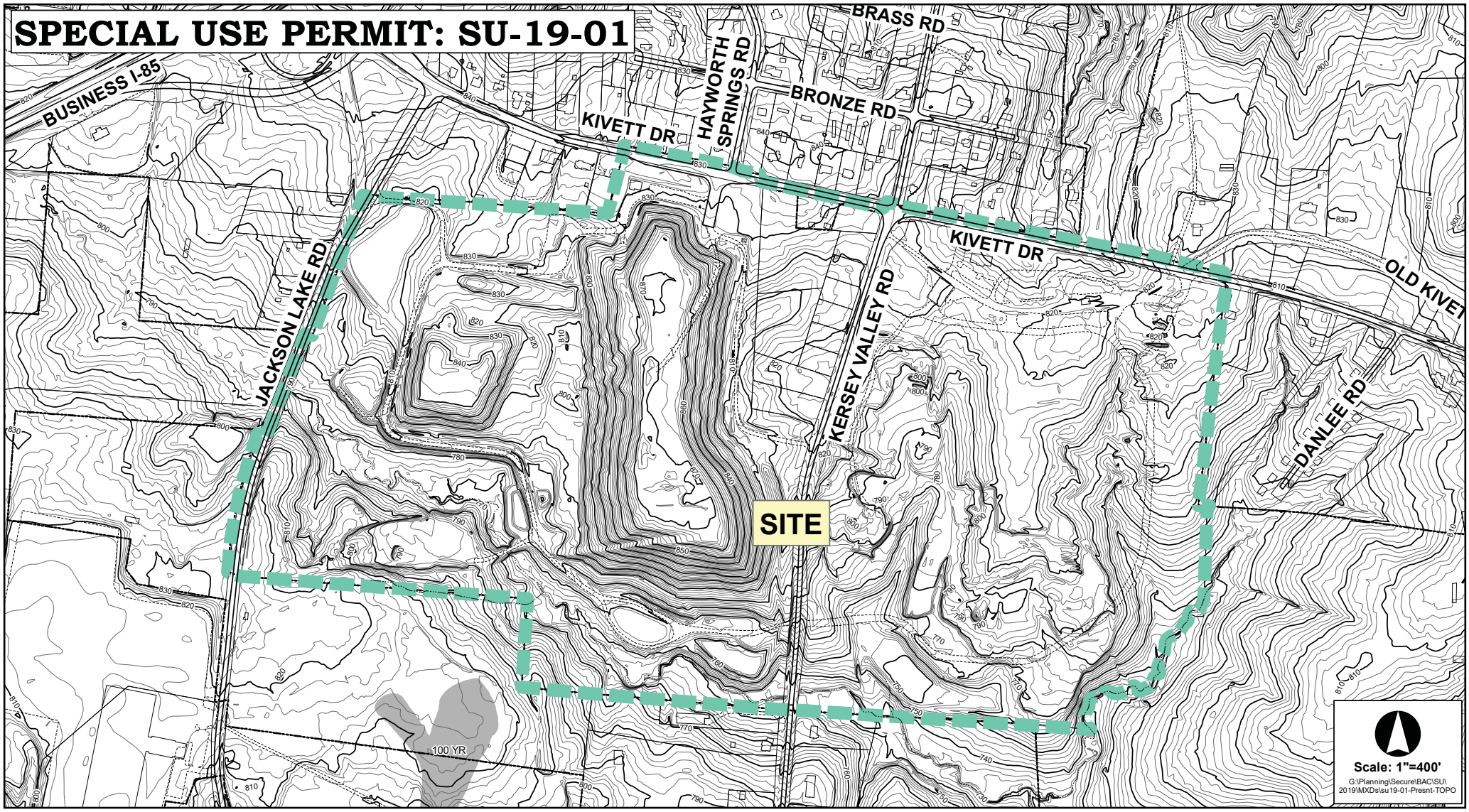

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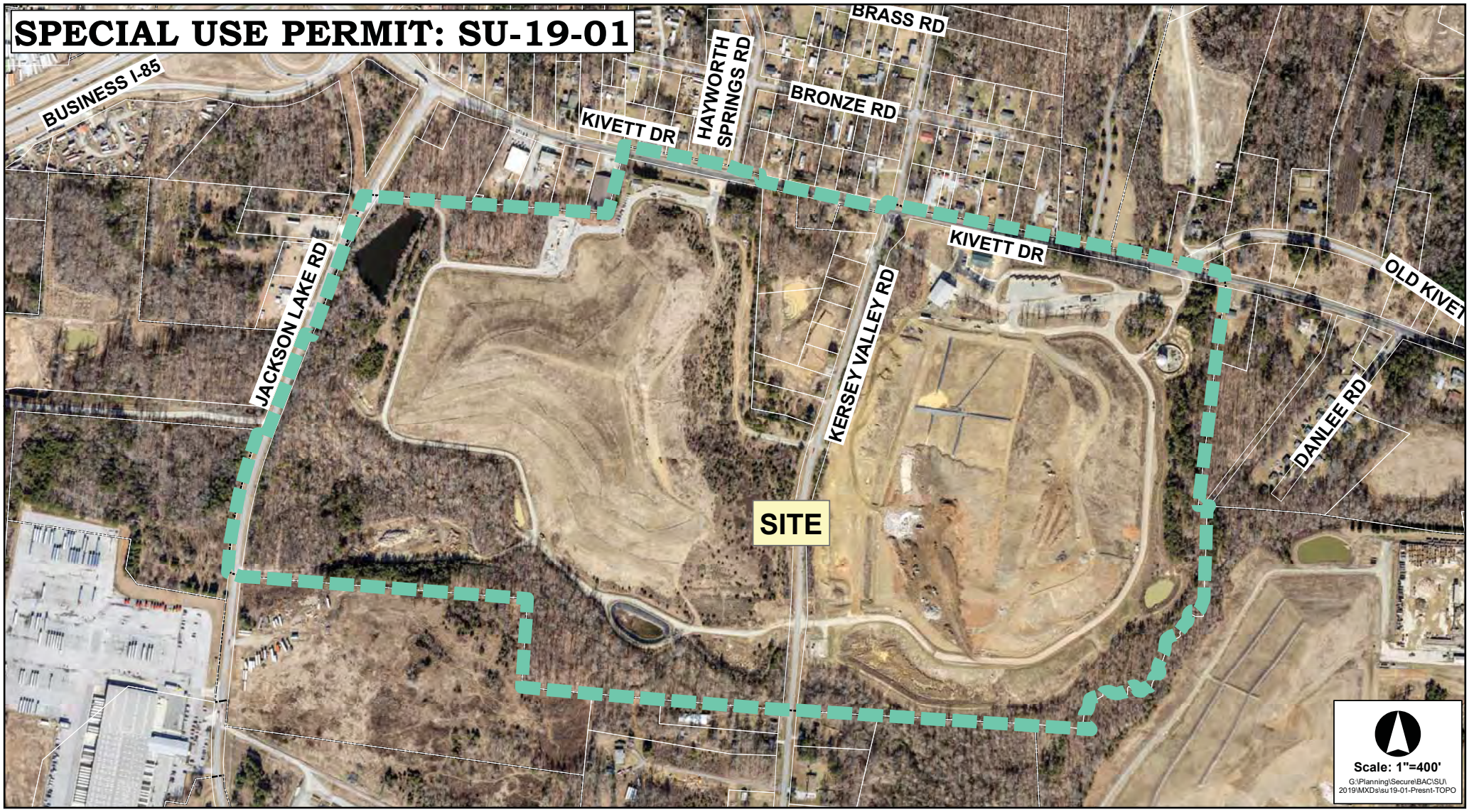

SPECIAL USE 19-01
CITY OF HIGH POINT, NORTH CAROLINA

SECTION 1

The City of High Point City Council, pursuant to Section 2.4.11, Special Use, of the City of High Point Development Ordinance, approved a Special Use and Site Plan for the following use, subject to the following condition(s):

Part I. USE: Major Minor Landfill

Part II. Conditions:

1. The special use shall be subject to the provisions and requirements of:
   a) The "Design Report for the Kersey Valley Landfill – Phase 2, High Point, North Carolina" (also prepared by G.N. Richardson & Associates, Inc. (now Smith Gardner, Inc.), as revised through September 1996);
   b) Permit to Construct Application – City of High Point - Kersey Valley MSW Landfill – Phase 3, High Point, North Carolina (Prepared by G.N. Richardson & Associates, Inc. as revised through November 1999);
   c) Permit to Construct Application – City of High Point - Kersey Valley MSW Landfill - Phases 3A & 4, High Point, North Carolina (Prepared by Richardson Smith Gardner & Associates, Inc. (now Smith Gardner, Inc.) as revised through January 2009);
   d) Permit to Construct Application – City of High Point - Kersey Valley MSW Landfill - Phases 5A & 5B, High Point, North Carolina (Prepared by Smith Gardner, Inc. as revised through January 2015);
   e) Site Study – City of High Point Kersey Valley MSW Landfill – Area 3. Prepared by Smith Gardner Inc.; and
   f) Future permit application(s) for development of Area 3 as approved by the North Carolina Department of Environmental Quality (NCDEQ).

   These documents constitute the operational plan for the facility and are intended to comply with the North Carolina Solid Management Rules (15A NCAC 13B as periodically amended), which are enforced by the NCDEQ.

2. That the landscape plan be amended to depict the western portion of the special use site, and that the plan notes a requirement that existing vegetation be preserved and maintained within 50 feet of Jackson Lake Road.

3. Right of way dedication: The property owner shall dedicate a minimum of fifty (50) feet of right-of-way along the Kivett Drive frontage of the zoning site as measured from the existing centerline.

4. The City of High Point Director of Transportation and the North Carolina Department of Transportation (NCDOT) shall approve all vehicular access construction and improvements.

5. Solid waste disposal shall not be permitted in Area 3 (approximately 19.2 acres between and adjoining existing Area 1 to the west and existing Area 2 to the east) until that portion of Kersey Valley Road abutting the facility is abandoned and the rerouting of Kersey Valley Road to Jackson Lake Road is open to the public. An exception being that incremental construction and use of Area 3 is allowed prior to completion of the rerouting project so long as Kersey Valley Road remains open to the public.

SECTION 2

Description of Property: The property is approximately 176 acres, lying along both sides of Kersey Valley Road, south of Kivett Drive, east of Jackson Lake Road and approximately 360 feet west of Danlee Road. The property is also known as Guilford County Tax Parcels 161052, 161053, 161078, 161079, 161100, 161102, 161103, 161105, 161498, 161505, 161526, 161527, 202910 and 202911.

SECTION 3

A special use and the associated site plan approval are perpetually binding and run with the land, unless amended. A material change to a special use or to an associated site plan that alters the objectives and purposes of the requirements or conditions of the special use constitute an amendment to the special use.

If development approved as a special use is discontinued for a period exceeding 18 months, or if a special use is replaced by a use otherwise permitted by right in the zoning district, the special use approval is deemed abandoned and the special use approval is null and void.

An action invalidating a special use condition of approval for any reason shall render the special use null and void.

SECTION 4

Special Use 19-01 and the accompanying site plan were approved by the City Council of High Point, North Carolina on the **17th** day of **June, 2019**.

Special Use 19-01 Findings of Fact and Conclusion of Law were approved by the City Council of High Point, North Carolina on the **15th** day of **July, 2019**.

_____ _____

Lisa B. Vierling Date
City Clerk

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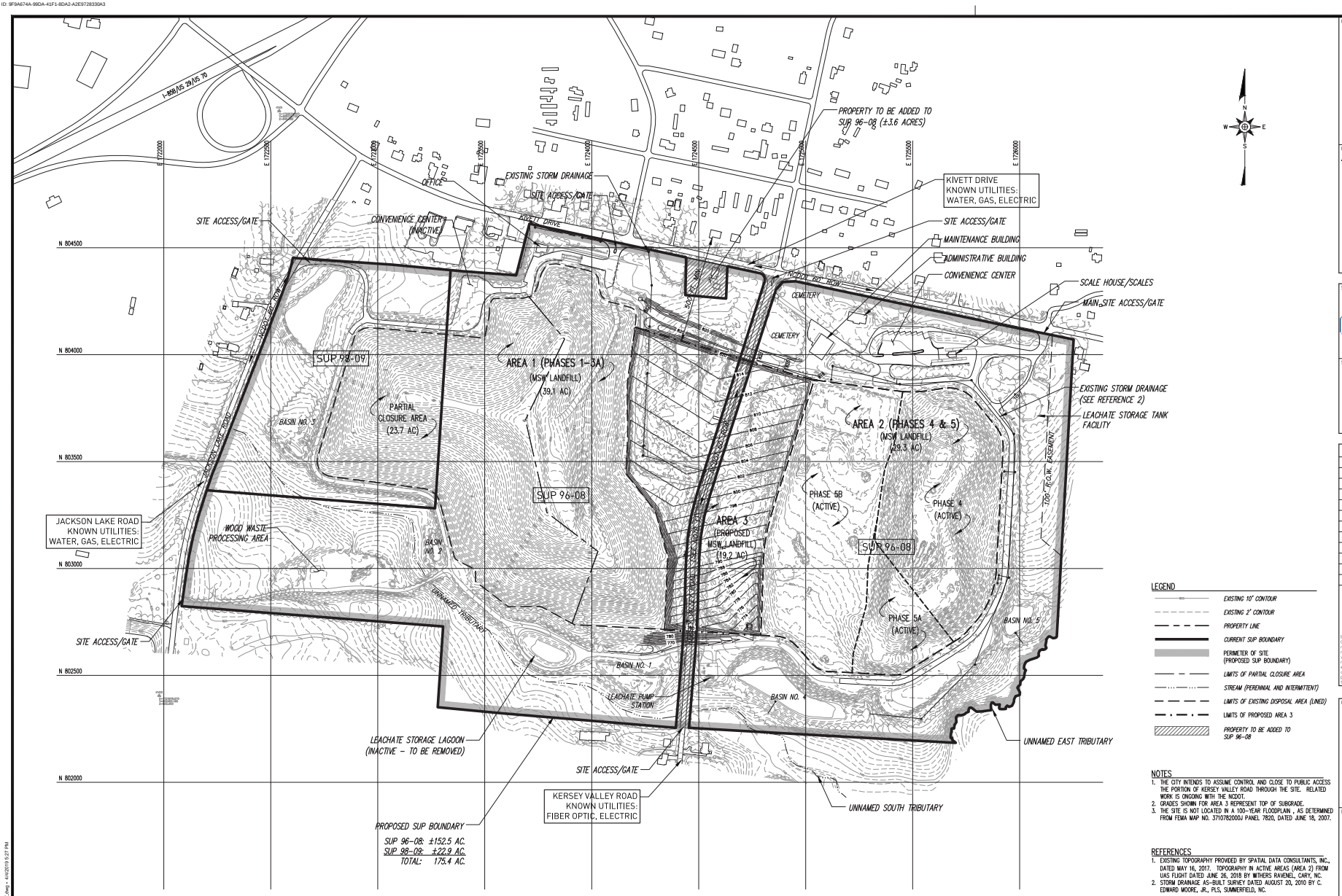

LEGEND

- EXISTING 10' CONTOUR
- EXISTING 2' CONTOUR
- PROPERTY LINE
- CURRENT SUP BOUNDARY
- PERIMETER OF SITE (PROPOSED SUP BOUNDARY)
- LIMITS OF PARTIAL CLOSURE AREA
- STREAM (PERENNIAL AND INTERMITTENT)
- LIMITS OF EXISTING DISPOSAL AREA (LINED)
- LIMITS OF PROPOSED AREA 3
- PROPERTY TO BE ADDED TO SUP 96-08

NOTES

1. THE CITY INTENDS TO ASSUME CONTROL AND CLOSE TO PUBLIC ACCESS THE PORTION OF KERSEY VALLEY ROAD THROUGH THE SITE. RELATED WORK IS ONGOING WITH THE NCDOT.
2. GRADES SHOWN FOR AREA 3 REPRESENT TOP OF SUBGRADE.
3. THE SITE IS NOT LOCATED IN A 100-YEAR FLOODPLAIN , AS DETERMINED FROM FEMA MAP NO. 3710782000J PANEL 7820, DATED JUNE 18, 2007.

REFERENCES

1. EXISTING TOPOGRAPHY PROVIDED BY SPATIAL DATA CONSULTANTS, INC., DATED MAY 16, 2017. TOPOGRAPHY IN ACTIVE AREAS (AREA 2) FROM UAS FLIGHT DATED JUNE 26, 2018 BY WITHERS RAVENEL, CARY, NC.
2. STORM DRAINAGE AS-BUILT SURVEY DATED AUGUST 20, 2010 BY C. EDWARD MOORE, JR., PLS, SUMMERFIELD, NC.

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PREPARED BY:

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NORTH CAROLINA PROFESSIONAL ENGINEER PETER K. SCHEER
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PROJECT TITLE:

CITY OF HIGH POINT KERSEY VALLEY MSW LANDFILL AREA 3 SPECIAL USE PERMIT

DRAWING TITLE:

SITE PLAN

DESIGNED: P.K.S.	PROJECT NO: HPOINT 18-2
DRAWN: C.T.J.	SCALE: AS SHOWN
APPROVED: PKS	DATE: APRIL 2019
FILENAME: HP-D0557	
SHEET NUMBER:	DRAWING NUMBER: FIG.1

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LEGEND

800	EXISTING 10' CONTOUR
	EXISTING 2' CONTOUR
	PROPOSED 10' CONTOUR
	PROPOSED 2' CONTOUR
	PROPERTY LINE
	FACILITY BOUNDARY
	SOIL STOCKPILE BOUNDARY (APPROXIMATE)
	STREAM (PERENNIAL AND INTERMITTENT)
	LIMITS OF DISPOSAL AREA (LINED)
	LIMITS OF PROPOSED AREA 3
MW-9	EXISTING MONITORING WELL
MW-19D	ABANDONED MONITORING WELL
SW-3	EXISTING SURFACE WATER MONITORING POINT
GW-3	EXISTING LANDFILL GAS MONITORING WELL (GW-8 THROUGH GW-12 ARE APPROXIMATE LOCATIONS)
GW-7	EXISTING LANDFILL GAS MONITORING WELL (NOT INCLUDED IN ROUTINE MONITORING NETWORK)

NOTES

1. THE CITY INTENDS TO ASSUME CONTROL AND CLOSE TO PUBLIC ACCESS THE PORTION OF KERSEY VALLEY ROAD THROUGH THE SITE. RELATED WORK IS ONGOING WITH THE NCDOT.
2. GRADES SHOWN REPRESENT TOP OF FINAL COVER.

REFERENCES

1. EXISTING TOPOGRAPHY PROVIDED BY SPATIAL DATA CONSULTANTS, INC., DATED MAY 16, 2017. TOPOGRAPHY IN ACTIVE AREAS (AREA 2) FROM UAS FLIGHT DATED JUNE 26, 2018 BY WITHERS RAVENEL, CARY, NC.
2. STORM DRAINAGE AS-BUILT SURVEY DATED AUGUST 20, 2010 BY C. EDWARD MOORE, JR., PLS, SUMMERFIELD, NC.

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PREPARED FOR:

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PROJECT TITLE:

KERSEY VALLEY MSW LANDFILL AREA 3 PROPOSED FACILITY PLAN

DRAWING TITLE:

SITE DEVELOPMENT PLAN FINAL COVER GRADES

TECHNICIAN: P.K.S.	PROJECT NO: HPOINT 17-1
DRAWN: C.T.J.	SCALE: AS SHOWN
APPROVED: PKS	DATE: MAY 2019
FILENAME: HP-D0540	
SHEET NUMBER: 3	DRAWING NUMBER: S3

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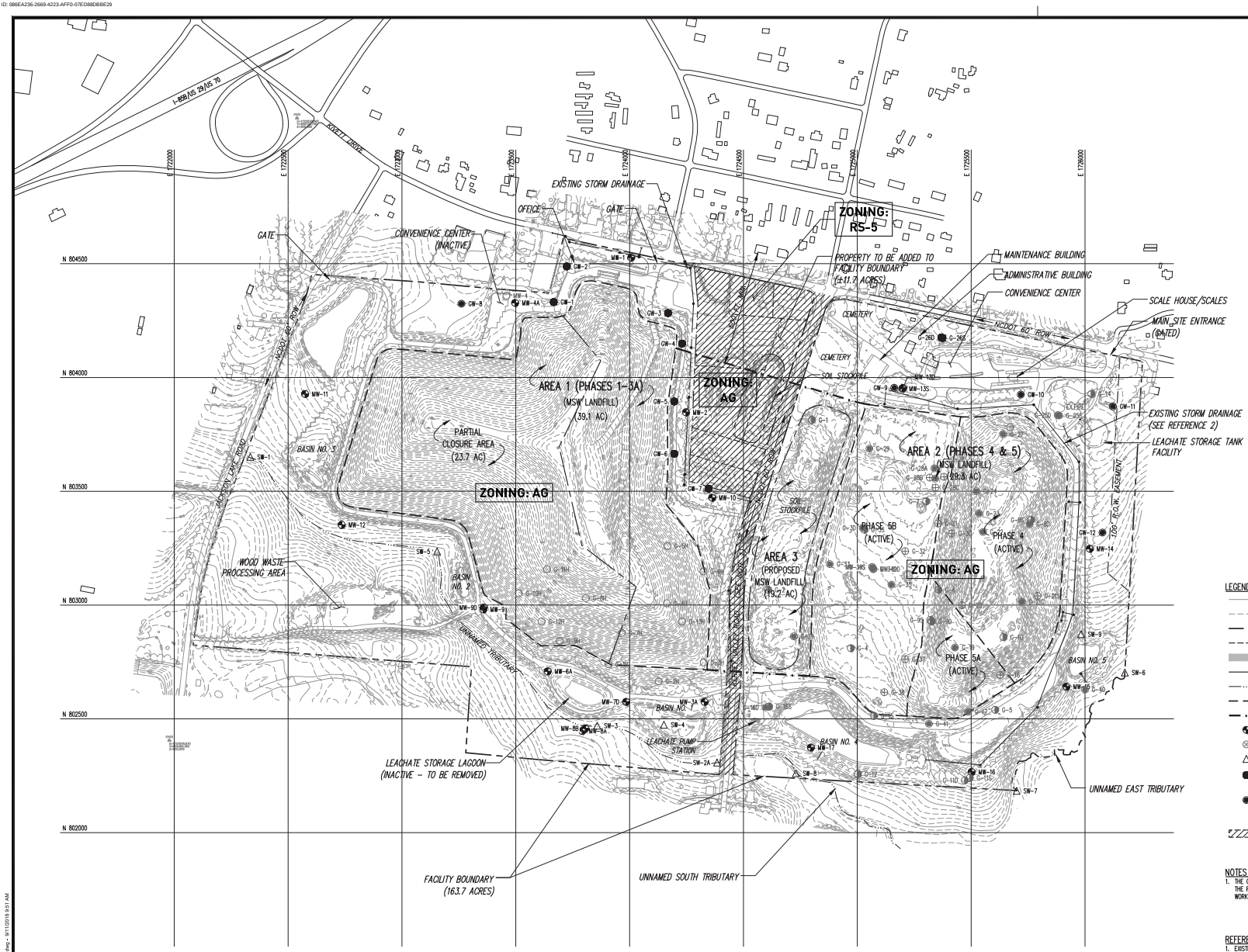

LEGEND

- EXISTING 10' CONTOUR
- EXISTING 2' CONTOUR
- PROPERTY LINE
- PARCEL BOUNDARY
- FACILITY BOUNDARY
- SOIL STOCKPILE BOUNDARY (APPROXIMATE)
- STREAM (PERENNIAL AND INTERMITTENT)
- LIMITS OF DISPOSAL AREA (LINED)
- LIMITS OF PROPOSED AREA 3
- MW-9 EXISTING MONITORING WELL
- MW-19D ABANDONED MONITORING WELL
- SW-3 EXISTING SURFACE WATER MONITORING POINT
- GW-3 EXISTING LANDFILL GAS MONITORING WELL (GW-8 THROUGH GW-12 ARE APPROXIMATE LOCATIONS)
- GW-7 EXISTING LANDFILL GAS MONITORING WELL (NOT INCLUDED IN ROUTINE MONITORING NETWORK)
- PROPERTY TO BE ADDED TO FACILITY BOUNDARY

NOTES

1. THE CITY INTENDS TO ASSUME CONTROL AND CLOSE TO PUBLIC ACCESS THE PORTION OF KERSEY VALLEY ROAD THROUGH THE SITE. RELATED WORK IS ONGOING WITH THE NCDOT.

REFERENCES

1. EXISTING TOPOGRAPHY PROVIDED BY SPATIAL DATA CONSULTANTS, INC., DATED MAY 16, 2017. TOPOGRAPHY IN ACTIVE AREAS (AREA 2) FROM UAS FLIGHT DATED JUNE 26, 2018 BY WITHERS RAVENEL, CARY, NC. TOPOGRAPHY BEYOND THE LIMITS OF AERIAL SURVEY PROVIDED BY GUILFORD COUNTY GIS DEPARTMENT, UNKNOWN DATE.
2. STORM DRAINAGE AS-BUILT SURVEY DATED AUGUST 20, 2010 BY C. EDWARD MOORE, JR., PLS, SUMMERFIELD, NC.

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PREPARED FOR:

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DEPARTMENT OF
PUBLIC SERVICES
HIGH POINT, NC

PREPARED BY:
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PROJECT TITLE:

KERSEY VALLEY MSW LANDFILL
AREA 3
PROPOSED FACILITY PLAN

DRAWING TITLE:

EXISTING CONDITIONS

DESIGNED: P.K.S.	PROJECT NO: HPOINT 17-1
DRAWN:	SCALE: AS SHOWN
APPROVED: PKS	DATE: MAY 2019
FILENAME: HP-D0551	
SHEET NUMBER: 1	DRAWING NUMBER: S1

Supporting Documentation
SU-19-01

Attachment to Special Use Permit Worksheet

II. CONDITIONS:

Ingress/Egress

All points of access to the facility will be gated. Waste hauling vehicles and the public will access the facility from E. Kivett Drive through the existing main entrance located at the northeast end of the facility. A right turn lane is in-place at this entrance. Egress for waste hauling vehicles will be through the main entrance or, for vehicles not having to cross the outbound scale, may be through the existing gates located to the north of Area 1 (E. Kivett Drive) or at the northwest end of the facility (Jackson Lake Road).

In addition to the above access points, three additional points of ingress and egress will include entrances at the north and south ends of Kersey Valley Road and the southwest end of the facility nearby the wood waste processing area. These three locations will be primarily used for site vehicles. The City is in the process of assuming control of the portion of Kersey Valley Road through the site from the NC DOT and it will be closed to public access.

Refer to the **attached** Site Plan.

III REQUIRED FINDINGS:

a. *That the use will not materially endanger the public health or safety if located where proposed.*

The following aspects of the facility address public health and safety:

- The existing landfill and future Area 3 expansion is/will be designed with a liner and leachate collection system and water quality and landfill gas (LFG) monitoring systems meeting the requirements of State solid waste rules. The City is required to maintain compliance with environmental permits for the site including both solid waste and air quality permits. Additionally, the facility is routinely inspected by representatives of the NC Department of Environmental Quality.

- Once the landfill reaches its capacity, a final cover system is required. This final cover system prevents contact with the waste mass and, in conjunction with LFG collection components also aids the control of LFG and odors. Approximately 23.7 acres of the existing Area 1 landfill unit currently has a final cover system in-place.

- The use of a singular main entrance to the facility for waste hauling vehicles and the public. This entrance has a right turn lane in place which eases traffic congestion and facilitates turning movements.

- As part of the development of Area 3, the portion of Kersey Valley Road through the facility will be closed to public access. Thus, the safety of the intersection of Kivett Drive and Kersey Valley Road will be improved.

b. *That the use meets all required standards, conditions and specifications of the Development Ordinance, and any additional restrictions imposed pursuant to Section 9-3-14(d) Greater Restrictions.*

   The proposed amendment to SUP 96-08 meets or exceeds all ordinance requirements.

   Except for the modified conditions stated herein, all existing conditions of the current SUP will be maintained.

c. *That the use will not substantially injure the value of adjoining or abutting property, or that it is a public necessity.*

   Refer to the **attached** report (Impact Study of Kersey Valley Landfill Expansion) prepared by Hylton Crowder & Associates and dated February 2019 which documents that the proposed landfill expansion will not substantially injure the value of adjoining or abutting property.

   The provision of the safe disposal of solid waste is a public necessity. The planned expansion of the landfill will allow for a more efficient use of the property and maximize the lifespan of this public resource.

d. *That the location and character of the use shall be in harmony with the area in which it is located and in general conformity with the plan of development of the city and its environs.*

   Refer to the **attached** report (Impact Study of Kersey Valley Landfill Expansion) prepared by Hylton Crowder & Associates and dated February 2019 which documents that the proposed landfill expansion is in harmony with the area in which it is located.

   The site has a Heavy Industrial land use map designation. Within the purpose and intent description of this land use category it notes that the Heavy Industrial designation is for activities such as wastewater treatment plants, landfills, and quarries. Thus the request is consistent with the land use plan.

   The planned expansion of the landfill is in keeping with Goal #4 of the City of High Point's Land Use Plan to *"Ensure that all required public services and facilities are sequenced to meet demands of development."*.

   The planned expansion of the landfill is in keeping with Goal #5 of the City of High Point's Land Use Plan to *"Promote an urban growth pattern that occurs in an orderly fashion and conserves the land resources....."*.

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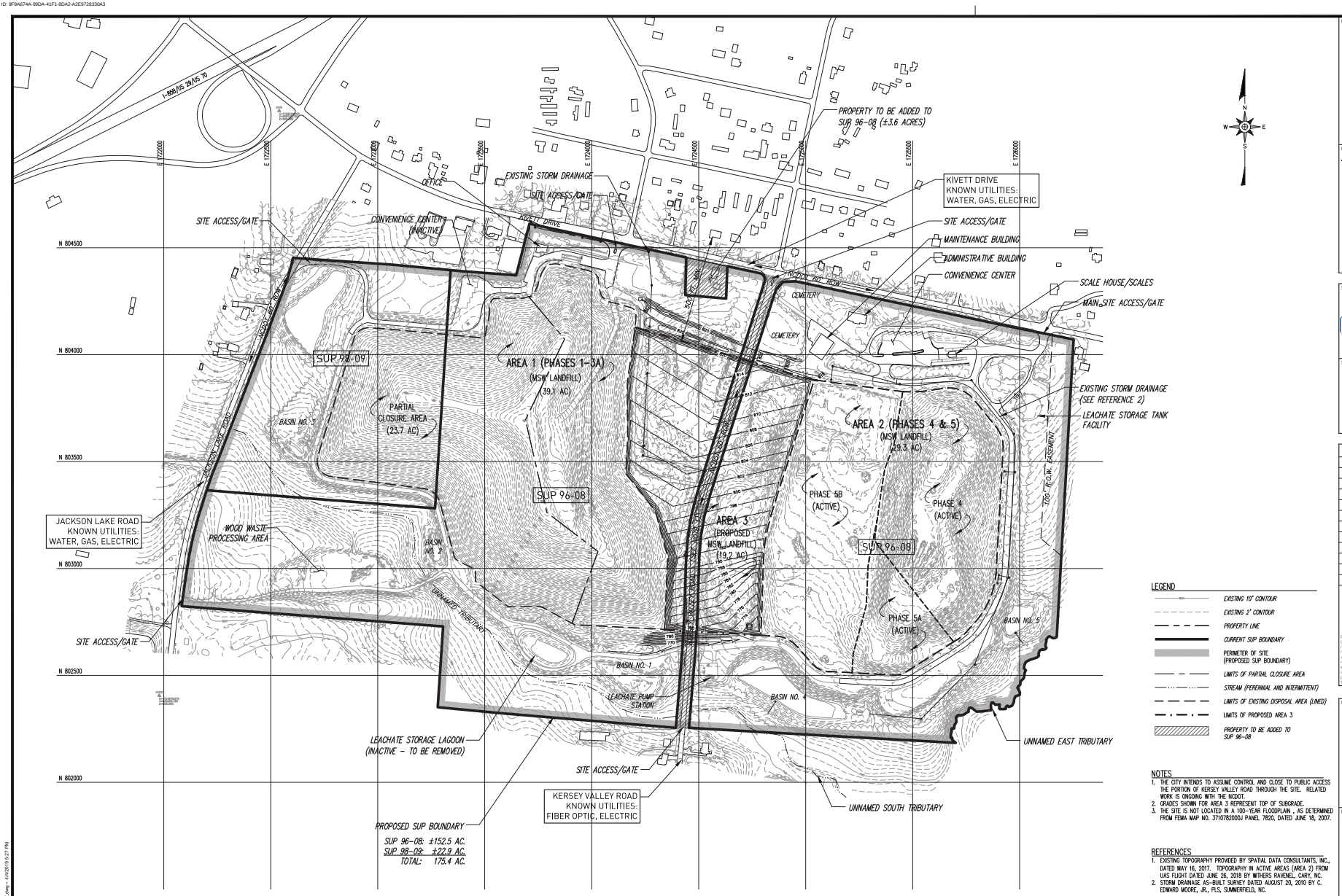

LEGEND

- EXISTING 10' CONTOUR
- EXISTING 2' CONTOUR
- PROPERTY LINE
- CURRENT SUP BOUNDARY
- PERIMETER OF SITE (PROPOSED SUP BOUNDARY)
- LIMITS OF PARTIAL CLOSURE AREA
- STREAM (PERENNIAL AND INTERMITTENT)
- LIMITS OF EXISTING DISPOSAL AREA (LINED)
- LIMITS OF PROPOSED AREA 3
- PROPERTY TO BE ADDED TO SUP 96-08

NOTES

1. THE CITY INTENDS TO ASSUME CONTROL AND CLOSE TO PUBLIC ACCESS THE PORTION OF KERSEY VALLEY ROAD THROUGH THE SITE. RELATED WORK IS ONGOING WITH THE NCDOT.
2. GRADES SHOWN FOR AREA 3 REPRESENT TOP OF SUBGRADE.
3. THE SITE IS NOT LOCATED IN A 100-YEAR FLOODPLAIN , AS DETERMINED FROM FEMA MAP NO. 3710782000J PANEL 7820, DATED JUNE 18, 2007.

REFERENCES

1. EXISTING TOPOGRAPHY PROVIDED BY SPATIAL DATA CONSULTANTS, INC., DATED MAY 16, 2017. TOPOGRAPHY IN ACTIVE AREAS (AREA 2) FROM UAS FLIGHT DATED JUNE 26, 2018 BY WITHERS RAVENEL, CARY, NC.
2. STORM DRAINAGE AS-BUILT SURVEY DATED AUGUST 20, 2010 BY C. EDWARD MOORE, JR., PLS, SUMMERFIELD, NC.

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ASSISTANT DIRECTOR

0 200' 400' 600'

PREPARED FOR:

CITY OF HIGH POINT DEPARTMENT OF PUBLIC SERVICES HIGH POINT, NC

PREPARED BY:

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NORTH CAROLINA PROFESSIONAL ENGINEER PETER K. SCHEER
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PROJECT TITLE:

CITY OF HIGH POINT KERSEY VALLEY MSW LANDFILL AREA 3 SPECIAL USE PERMIT

DRAWING TITLE:

SITE PLAN

DESIGNED: P.K.S.	PROJECT NO: HPOINT 18-2
DRAWN: C.T.J.	SCALE: AS SHOWN
APPROVED: PKS	DATE: APRIL 2019
FILENAME: HP-D0557	
SHEET NUMBER:	DRAWING NUMBER: FIG.1

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HYLTONCROWDER
& ASSOCIATES

IMPACT STUDY

Of
Kersey Valley Landfill Expansion

3940 Kivett Drive
Jamestown, Guilford County
NC, 27282

As of
February 14, 2019

Prepared For
City of High Point
211 S. Hamilton Street
High Point, NC 27260

Prepared by
HYLTON CROWDER & ASSOCIATES
Brian R. Crowder, MAI, SRA, NC-A7529
Molly M. Chisholm, NC-A4075

Summary of Important Facts and Conclusions

GENERAL

1. Property Identification – Kersey Valley Landfill, High Point, Guilford County, North Carolina 27282

2. Property Type – Waste Landfill

3. Date of Inspection – February 14, 2019

4. Conclusions:

- The Kersey Valley Landfill expansion, if completed as proposed, will not substantially injure the value of abutting land.
- The Kersey Valley Landfill, if completed as proposed, from an appraiser's prospective is in harmony with the area in which it is to be located.

Brian R. Crowder, MAI, SRA
Staff Appraiser
NC-A7529
Expiration Date – June 30, 2019

Molly M. Chisholm
Staff Appraiser
NC-A4075
Expiration Date – June 30, 2019

G. Summary Of Sales Comparison Analysis

The Sales Comparison Analysis in this report illustrates the acceptance of the residential use and, in one case, industrial use of properties abutting or in close proximity to landfills. The comparable sales used in this report which are located in proximity to other external obsolescence factors (rock quarries, nuclear power plants) are considered to present similar potential market objections, to in some cases more, than a waste landfill. After making physical inspections of existing landfills, rock quarries, and nuclear plants and surrounding properties, we have concluded that commercial, industrial, and residential uses are compatible and harmonious in functional utility and their values are not adversely impacted by the existence of a landfill. The expansion of the Kersey Valley Landfill has no associated stigma that is reflected in market based data. Based on the evidence herein which was obtained and analyzed using all acceptable industry standards, we conclude that the proposed expansion of the Kersey Valley Landfill located at 3940 Kivett Drive in Jamestown, NC will not injure the value of adjoining or abutting properties in any measurable way, and certainly would not injure the value of adjoining or abutting properties in a substantial way. Because agricultural land, industrial properties, and commercial properties are less sensitive to external obsolescences than residential properties, a finding of no impact to residential properties would apply to all other surrounding land uses.

In addition, we conclude that the proposed Kersey Valley Landfill expansion will be in harmony with the area. The development of the area includes the already existing Kersey Valley Landfill, the Waste Industries High Point Construction and Demolition Landfill, the Martin Marietta Rock Quarry, uses that are similar to the proposed expansion. Expanding the Kersey Valley Landfill would not change the dynamic of the area. In fact, with the current Kersey Valley Landfill already in operation, the use of the land will not change providing further proof that the expansion will be in harmony with the area.

H. Conclusions

Conclusion of No Injury

Based on the data in this analysis, we conclude that the expansion of the Kersey Valley Landfill in accordance with the proposed conditions will not substantially injure the value of adjoining or abutting properties. In addition, this data and our experience not only demonstrate that there will be no “substantial” injury or depreciation to adjoining, abutting, or nearby properties, it indicates that there will be no injury or depreciation.

In addition, we conclude that the proposed Kersey Valley Landfill expansion will be in harmony with the area. The development of the area includes the already existing Kersey Valley Landfill, the Waste Industries High Point Construction and Demolition Landfill, the Martin Marietta Rock Quarry, uses that are similar to the proposed expansion. Expanding the Kersey Valley Landfill would not change the dynamic of the area. In fact, with the current Kersey Valley Landfill already in operation, the use of the land will not change providing further proof that the expansion will be in harmony with the area.

Based on our analyses shown earlier in this report, it is our opinion that the proposed Kersey Valley Landfill expansion will not substantially injure the value of adjoining, abutting, or nearby properties. We recognize that the aesthetics of the area contribute to the overall appeal. The expansion has buffers to minimize to the extent possible the visual impact of the proposed landfill expansion, and the visual impact of the expansion will not change the current visual impact of the existing landfill. In fact, with the rerouting of Kersey Valley Road, the visual impact could in fact decrease.

There are no hypothetical conditions in this impact study. There is one extraordinary assumption. (1) Appraisers assume that the proposed Kersey Valley Landfill will be constructed as detailed in the report. If this extraordinary assumption is not true, the assignment results are subject to change.

We have not provided any professional services on the subject property within 3 years of acceptance of this assignment.

We hereby certify that we have made an inspection of this property and found it to be as stated in this report. To our best knowledge and belief, all statements and information in this report are true and correct with no important facts withheld. Neither our employment nor compensation are contingent upon the findings in the impact analysis which we have reported. No one other than the undersigned prepared the analysis, conclusions, and opinions concerning the real estate that are set forth in the written report. We are professionally competent to complete this impact analysis.

Thank you for this opportunity to serve you. If you have any questions or if we can be of further assistance, please do not hesitate to contact our office.

Respectfully submitted,
Hylton Crowder & Associates

Brian R. Crowder, MAI, SRA
Staff Appraiser
NC-A7529
Expiration Date – June 30, 2019

Molly M. Chisholm
Staff Appraiser
NC-A4075
Expiration Date – June 30, 2019

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Proposed Facility Plan Information

City of High Point - Kersey Valley MSW Landfill - Area 3
High Point, North Carolina

Prepared for:

City of High Point Department of Public Services
High Point, North Carolina

June 2019

DocuSigned by:
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NORTH CAROLINA PROFESSIONAL SEAL 027668 ENGINEER PETER K. SCHEER

6/5/2019

Prepared by:

NC LIC. NO. F-1370 (ENGINEERING)

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City of High Point - Kersey Valley MSW Landfill - Area 3
Proposed Facility Plan Information

1.0 INTRODUCTION

The Kersey Valley Landfill facility is located off of Kivett Drive in High Point, North Carolina and is owned and operated by the City of High Point (City) under NC Solid Waste Permit 41-04. The landfill facility includes an active Subtitle D municipal solid waste (MSW) landfill (Areas 1 and Area 2), a wood waste processing area, scales and scale house, office, maintenance building, and a citizen's convenience center. The main access point for the facility is and will continue to be off of Kivett Drive. Refer to attached **Drawing S1** (Existing Conditions) which shows the existing conditions and **Section 2.1**, which describes facility services.

Based on current projections, Area 2 is expected to reach capacity around 2024. As Area 2 approaches its capacity, the City will need to expand laterally into the Area 3 landfill unit. Development of Area 3 will require the addition of approximately 11.7 acres of property to the facility. This additional property includes properties already owned by the City and the right-of-way (ROW) of the portion of Kersey Valley Road to be closed.

The proposed Area 3 Subtitle D landfill unit will occupy approximately 19.2 acres (lined) and will connect the existing Area 1 unit on the west and Area 2 unit on the east. At a disposal rate of 120,000 tons per year, Area 3, which has a gross capacity of approximately 4.6M cubic yards (CY), is expected to have a life expectancy of approximately 20.1 years.

Note that development of Area 3 will require the closure of the portion of Kersey Valley Road which runs through the site. The City has been working with the NC Department of Transportation to accomplish the road closure and to develop a plan for diversion of traffic.

2.0 FACILITY SERVICES AND WASTE STREAM

2.1 Facility Services

Currently, the following activities or services are provided at the Kersey Valley Landfill facility as shown on **Drawing S1**:

- Scales and scale house
- Administrative offices
- Maintenance building
- Subtitle D MSW landfill (Areas 1 and 2)
- Wood waste processing area
- Citizen's convenience center.

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2.2 Types of Waste

The Kersey Valley Landfill facility accepts municipal solid waste (MSW) originating from residential, commercial, and industrial sources and wood waste. The facility may also accept construction and demolition debris (C&D) waste although C&D waste is currently typically routed to other local facilities. These wastes are segregated and directed to on-site facilities for disposal or processing/handling.

2.3 Disposal Rates and Estimated Variances

Based on Solid Waste Management Annual Reports for the facility, the City disposed of an average of 113,038 tons per year (average of approximately 447 tons per day based on 253 days of operation per year) of waste over the past five reporting years (FY 2013-14 through FY 2017-18). Minimum and maximum disposal quantities were 106,695 tons (FY 2015-16) and 120,547 tons (FY 2013-14), respectively. As documented during the prior local government approval process, the City has set a maximum disposal rate of 200,000 tons per year for the landfill (average of 16,667 tons/month or 791 tons/day based on 253 operating days per year).

2.4 Service Area

The landfill facility currently serves Counties of Guilford, Randolph, Davidson, and Forsyth in the State of North Carolina.

3.0 LANDFILL CAPACITY

Attached **Drawing S2** (Site Development Plan - Base Grades) and **Drawing S3** (Site Development Plan - Final Cover Grades), show conceptual subgrade and final cover grades for the development of Area 3, respectively. The final cover side slopes will be at a 3.5H to 1V slope, then transition at flatter slopes (5 to 8%) to the peak elevation (approximately 960 feet).

The estimated gross and net operating capacities, life expectancies, and areas of existing and proposed MSW landfill units are shown in **Table 1**. The net capacity for waste and corresponding life expectancy of each landfill unit accounts for daily and intermediate cover and/or final cover. Life expectancies were calculated based on a disposal rate of 120,000 tons per year.

4.0 CONTAINMENT AND ENVIRONMENTAL CONTROL SYSTEMS

Containment and environmental controls for the Area 3 MSW landfill unit include the following elements. Detailed design of these elements will be prepared and submitted later as part of required permitting activities (15A NCAC 13B .1600 et. seq.).

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4.1 Liner and Leachate Collection Systems

The lined area for Area 3 is approximately 19.2 acres and is shown on attached **Drawing S2**. The components of the liner and leachate collection systems will consist of the following components (top-down) as allowed under State rules:

Standard Liner System:

- leachate collection system (LCS) and protective cover (24-inch total thickness);
- a 60-mil thick HDPE geomembrane liner; and
- a 24-inch thick soil liner with a hydraulic conductivity of no more than 1×10^{-7} cm/sec ("compacted clay liner").

OR

Alternative Liner System:

- LCS and protective cover (same as for the standard liner system);
- a 60-mil HDPE geomembrane;
- a geosynthetic clay liner (GCL); and
- an 18-inch thick soil liner with a hydraulic conductivity of no more than 1×10^{-5} cm/sec ("compacted soil liner").

Note that, for the purposes of the calculations of volumes, the above listed alternative liner has been assumed.

4.2 Final Cover System

The final cover system for Area 3 will consist of the following components (top-down):

- a 24-inch thick vegetative soil layer;
- a drainage geocomposite (with drainage breaks);
- a 40-mil textured LLDPE geomembrane; and
- a 12-inch thick intermediate cover layer.

This system is consistent with the previously approved system for the facility.

4.3 Erosion and Sedimentation Control

Erosion and sedimentation control devices/measures will be designed and maintained to manage the run-off generated by the 25-year 24-hour storm event and conform to the requirements of the North Carolina Sedimentation Pollution Control Law (15A, NCAC, 4).

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4.4 Water Quality and Landfill Gas Monitoring

The facility has existing water quality and landfill gas (LFG) monitoring systems in place (Existing wells and sampling locations are shown on attached **Drawing S1**.). These systems will be modified as necessary for the development of the Area 3 landfill unit.

4.5 Leachate Management

The general leachate management system includes the collection, storage, treatment (if required), and disposal of the leachate generated. Leachate generated from Area 3 will be collected in one or more sumps and then will be pumped to the existing leachate pump station or to the existing storage tank facility. From the pump station, the leachate is pumped via force main to a sewer main which runs to the City's Eastside Wastewater Treatment Plant (WWTP). If the leachate tank is utilized, leachate will be pumped into tanker trucks and hauled on a regular basis to the Eastside WWTP or other local WWTP for disposal. Pretreatment, if required, will be employed to meet the standards for disposal into the WWTP.

Table 1 Total Operating Capacity and Life Expectancy

Landfill Unit	Area (Acres)	Capacity (See Note 1)		Life Expectancy (Years) (See Note 2)
		Gross (CY)	Net (Tons)	
Area 1 (Existing): Phases 1-3A (Used) Phases 1-3A (Remaining)	39.1	 3,293,043 50,635	 2,034,414 27,849	 ----- 0.2
Area 2 (Existing): Phases 4-5B (Used) Phases 4-5B (Remaining)	29.3	 1,326,172 1,248,104	 699,654 686,457	 ----- 5.7
Area 3 (Proposed):	19.2	4,611,076	2,422,868	20.1
Total (Lined):	**87.6**	**10,529,030**	**5,871,242**	**26.0**

Notes:

1. Gross capacity values are based on top of protective cover grades (subgrade plus 3.5 feet for Area 3) to top of final cover grades. Net capacity values reflect an assumed airspace (capacity) utilization factor of 0.55 tons/cy after accounting for the quantity of final cover remaining to be placed over Areas 1-3.
2. Life expectancy for the active Area 2 unit is from 6/26/2018. Life expectancies are based on a disposal rate of 120,000 tons/year.

Attachments: Drawings S1, S2, and S3

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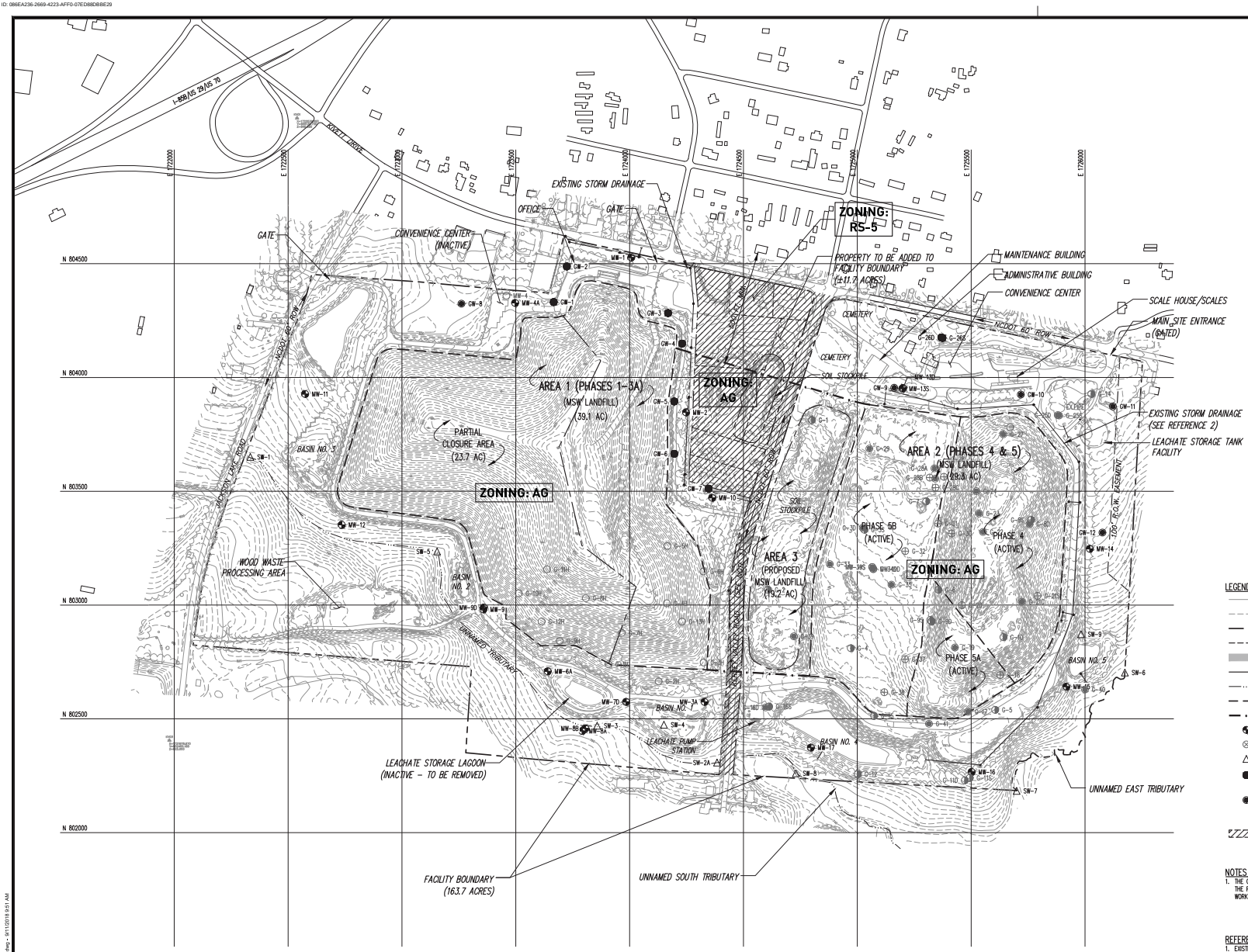

LEGEND

- EXISTING 10' CONTOUR
- EXISTING 2' CONTOUR
- PROPERTY LINE
- PARCEL BOUNDARY
- FACILITY BOUNDARY
- SOIL STOCKPILE BOUNDARY (APPROXIMATE)
- STREAM (PERENNIAL AND INTERMITTENT)
- LIMITS OF DISPOSAL AREA (LINED)
- LIMITS OF PROPOSED AREA 3
- MW-9 EXISTING MONITORING WELL
- MW-19D ABANDONED MONITORING WELL
- SW-3 EXISTING SURFACE WATER MONITORING POINT
- GW-3 EXISTING LANDFILL GAS MONITORING WELL (GW-8 THROUGH GW-12 ARE APPROXIMATE LOCATIONS)
- GW-7 EXISTING LANDFILL GAS MONITORING WELL (NOT INCLUDED IN ROUTINE MONITORING NETWORK)
- PROPERTY TO BE ADDED TO FACILITY BOUNDARY

NOTES

1. THE CITY INTENDS TO ASSUME CONTROL AND CLOSE TO PUBLIC ACCESS THE PORTION OF KERSEY VALLEY ROAD THROUGH THE SITE. RELATED WORK IS ONGOING WITH THE NCDOT.

REFERENCES

1. EXISTING TOPOGRAPHY PROVIDED BY SPATIAL DATA CONSULTANTS, INC., DATED MAY 16, 2017. TOPOGRAPHY IN ACTIVE AREAS (AREA 2) FROM UAS FLIGHT DATED JUNE 26, 2018 BY WITHERS RAVENEL, CARY, NC. TOPOGRAPHY BEYOND THE LIMITS OF AERIAL SURVEY PROVIDED BY GUILFORD COUNTY GIS DEPARTMENT, UNKNOWN DATE.
2. STORM DRAINAGE AS-BUILT SURVEY DATED AUGUST 20, 2010 BY C. EDWARD MOORE, JR., PLS, SUMMERFIELD, NC.

0 200' 400' 600'

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PREPARED FOR:

CITY OF HIGH POINT
DEPARTMENT OF
PUBLIC SERVICES
HIGH POINT, NC

PREPARED BY:
NC LIC. NO. F-1370 (ENGINEERING)
SC COA NO. C01488

SMITH+ GARDNER
ENGINEERS
14 N. Boylan Avenue, Raleigh NC 27603 | 919.828.0577
1526 Richland St., Columbia SC 29201

SEAL

NORTH CAROLINA PROFESSIONAL ENGINEER PETER K. SCHED 9/8/2019

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PROJECT TITLE:

KERSEY VALLEY MSW LANDFILL
AREA 3
PROPOSED FACILITY PLAN

DRAWING TITLE:

EXISTING CONDITIONS

DESIGNED: P.K.S.	PROJECT NO: HPOINT 17-1
DRAWN:	SCALE: AS SHOWN
APPROVED: PKS	DATE: MAY 2019
FILENAME: HP-D0551	
SHEET NUMBER: 1	DRAWING NUMBER: S1

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LEGEND

- EXISTING 10' CONTOUR
- EXISTING 2' CONTOUR
- PROPERTY LINE
- FACILITY BOUNDARY
- SOIL STOCKPILE BOUNDARY (APPROXIMATE)
- STREAM (PERENNIAL AND INTERMITTENT)
- LIMITS OF DISPOSAL AREA (LINED)
- LIMITS OF PROPOSED AREA 3
- MW-9 EXISTING MONITORING WELL
- MW-19D ABANDONED MONITORING WELL
- SW-3 EXISTING SURFACE WATER MONITORING POINT
- GW-3 EXISTING LANDFILL GAS MONITORING WELL (GW-8 THROUGH GW-12 ARE APPROXIMATE LOCATIONS)
- GW-7 EXISTING LANDFILL GAS MONITORING WELL (NOT INCLUDED IN ROUTINE MONITORING NETWORK)

NOTES

1. THE CITY INTENDS TO ASSUME CONTROL AND CLOSE TO PUBLIC ACCESS THE PORTION OF KERSEY VALLEY ROAD THROUGH THE SITE. RELATED WORK IS ONGOING WITH THE NCDOT.
2. GRADES SHOWN FOR AREA 3 REPRESENT TOP OF SUBGRADE.

REFERENCES

1. EXISTING TOPOGRAPHY PROVIDED BY SPATIAL DATA CONSULTANTS, INC., DATED MAY 16, 2017. TOPOGRAPHY IN ACTIVE AREAS (AREA 2) FROM UAS FLIGHT DATED JUNE 26, 2018 BY WITHERS RAVENEL, CARY, NC.
2. STORM DRAINAGE AS-BUILT SURVEY DATED AUGUST 20, 2010 BY C. EDWARD MOORE, JR., PLS, SUMMERFIELD, NC.

0 200' 400' 600'

PREPARED FOR:

CITY OF HIGH POINT DEPARTMENT OF PUBLIC SERVICES HIGH POINT, NC

PREPARED BY:

NC LIC. NO. F-1370 (ENGINEERING)
SC COA NO. C01488

SMITH+ GARDNER
ENGINEERS
14 N. Boylan Avenue, Raleigh NC 27603 | 919.828.0577
1526 Richland St., Columbia SC 29201

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NORTH CAROLINA PROFESSIONAL ENGINEER PETER K. SOMERS 9/8/2019

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PROJECT TITLE:

KERSEY VALLEY MSW LANDFILL AREA 3 PROPOSED FACILITY PLAN

DRAWING TITLE:

SITE DEVELOPMENT PLAN BASE GRADES

DESIGNED: P.K.S.	PROJECT NO: HPOINT 17-1
DRAWN: C.T.J.	SCALE: AS SHOWN
APPROVED: PKS	DATE: MAY 2019
FILENAME: HP-D0540	
SHEET NUMBER: 2	DRAWING NUMBER: S2

DocuSign Envelope ID: 086EA236-2669-4223-AFF0-07ED8BDBBE29

LEGEND

800	EXISTING 10' CONTOUR
	EXISTING 2' CONTOUR
	PROPOSED 10' CONTOUR
	PROPOSED 2' CONTOUR
	PROPERTY LINE
	FACILITY BOUNDARY
	SOIL STOCKPILE BOUNDARY (APPROXIMATE)
	STREAM (PERENNIAL AND INTERMITTENT)
	LIMITS OF DISPOSAL AREA (LINED)
	LIMITS OF PROPOSED AREA 3
MW-9	EXISTING MONITORING WELL
MW-19D	ABANDONED MONITORING WELL
SW-3	EXISTING SURFACE WATER MONITORING POINT
GW-3	EXISTING LANDFILL GAS MONITORING WELL (GW-8 THROUGH GW-12 ARE APPROXIMATE LOCATIONS)
GW-7	EXISTING LANDFILL GAS MONITORING WELL (NOT INCLUDED IN ROUTINE MONITORING NETWORK)

NOTES

1. THE CITY INTENDS TO ASSUME CONTROL AND CLOSE TO PUBLIC ACCESS THE PORTION OF KERSEY VALLEY ROAD THROUGH THE SITE. RELATED WORK IS ONGOING WITH THE NCDOT.
2. GRADES SHOWN REPRESENT TOP OF FINAL COVER.

REFERENCES

1. EXISTING TOPOGRAPHY PROVIDED BY SPATIAL DATA CONSULTANTS, INC., DATED MAY 16, 2017. TOPOGRAPHY IN ACTIVE AREAS (AREA 2) FROM UAS FLIGHT DATED JUNE 26, 2018 BY WITHERS RAVENEL, CARY, NC.
2. STORM DRAINAGE AS-BUILT SURVEY DATED AUGUST 20, 2010 BY C. EDWARD MOORE, JR., PLS, SUMMERFIELD, NC.

0 200' 400' 600'

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PREPARED FOR:

CITY OF HIGH POINT DEPARTMENT OF PUBLIC SERVICES HIGH POINT, NC

PREPARED BY:
NC LIC. NO. F-1370 (ENGINEERING)
SC COA NO. C01488

SMITH+ GARDNER
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14 N. Boylan Avenue, Raleigh NC 27603 | 919.828.0577
1526 Richland St., Columbia SC 29201

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NORTH CAROLINA PROFESSIONAL ENGINEER PETER K. SCHER
5/8/2019

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PROJECT TITLE:

KERSEY VALLEY MSW LANDFILL AREA 3 PROPOSED FACILITY PLAN

DRAWING TITLE:

SITE DEVELOPMENT PLAN FINAL COVER GRADES

TECHNICIAN: P.K.S.	PROJECT NO: HPOINT 17-1
DRAWN: C.T.J.	SCALE: AS SHOWN
APPROVED: PKS	DATE: MAY 2019
FILENAME: HP-D0540	
SHEET NUMBER: 3	DRAWING NUMBER: S3

Citizen's Information Meeting Report
City of High Point - Kersey Valley Landfill Expansion

Annexation Case 19-02
Zoning Case 19-08
Special Use Permit 19-01

Submitted By:
Pieter K. Scheer, P.E., Smith Gardner, Inc.

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Citizen's Information Meeting Report
City of High Point - Kersey Valley Landfill Expansion

1.0 Letter of Invitation

A letter of invitation to a Citizen's information meeting (see **Attachment A**) was mailed to all property owners within 300 feet of the Kersey Valley Landfill facility (see list of recipients in **Attachment B**). This letter included contact information for any person to use if they had questions.

2.0 Description of Meeting

The citizen's information meeting was held on May 8, 2019 from 4:00 p.m. to 7:00 p.m. at the Kersey Valley Landfill administration building. Several signs were provided outside the building directing attendees to the meeting.

2.1 Attendees

City Representatives: Robby Stone, P.E., Assistant Director of Public Services Mike Spencer, Landfill Superintendent; and Pieter Scheer, P.E., Smith Gardner, Inc.

Public Attendees: Refer to Sign In Sheet in **Attachment C**.

2.2 Information Available

There were five drawings provided at the meeting which displayed existing and proposed site features and boundaries and the areas surrounding the landfill facility. These drawings included the site plan for the Special Use Permit, a drawing showing an aerial photograph, and drawings from the Proposed Facility Plan for the landfill expansion (Existing Conditions, Base Grades, and Final Cover Grades). Additionally, copies of the City's Citizen Information Meetings statement were available. Copies of information available at the meeting is provided in **Attachment D**.

2.3 Citizen Input

Below is a list of meeting attendees and a description of their general areas of concern and comments:

John Range (336-870-2599) – Mr. Range is the General Manager of Castle McCulloch located to the north of the facility on Kivett Drive. Mr. Range was mainly concerned about changes in traffic patterns and the timing of the project. He seemed satisfied with the proposed realignment of Kersey Valley Road to Jackson Lake Road. Mr. Range also spoke positively about the plan to connect the existing landfill units with the expansion.

Janie and Johnny Sechrist (336-339-1358/336-339-3843) – The Sechrists live in Davidson County but own property to the north of the facility on Kivett Drive. The Sechrists had general concerns with the project but were not outwardly objectionable. They did mention that one or more residential water supply wells in their vicinity exhibited some odors and water levels had declined in recent years. City representatives present noted to the Sechrists that the City has in place groundwater wells around the facility which are routinely monitored and that nothing to date would appear to indicate the landfill would be the source of any of the Sechrist's reported issues.

Thomas and Debra Stevens (336-883-0695) – The Stevens, who live north of the facility on Bronze Road, were obviously upset about the project and complained about frequent odors from the landfill. They also asked why the landfill is located next to a residential area and suggested that the City consider development of another more remote property for the landfill. The Stevens also noted general concerns with residential water supply wells in their vicinity.

John Floyd (336-402-1502) – Mr. Floyd, who lives on Jackson Lake Road near the intersection with Kivett Drive, is a long-time resident and stated his prior opposition to past expansions of the landfill. Mr. Floyd did not appear outwardly objectionable to the proposed expansion and his main concern was the additional traffic along Jackson Lake Road due to the planned realignment of Kersey Valley Road. Mr. Floyd asked if further expansion of the landfill toward Jackson Lake Road was planned. City representatives noted that the west side of the landfill will not be expanded and that a final cover system has already been planced on a significant portion of the west side of the landfill.

Attachment A

Letter of Invitation

City of High Point – Kersey Valley Landfill Expansion
Citizen's Information Meeting Report

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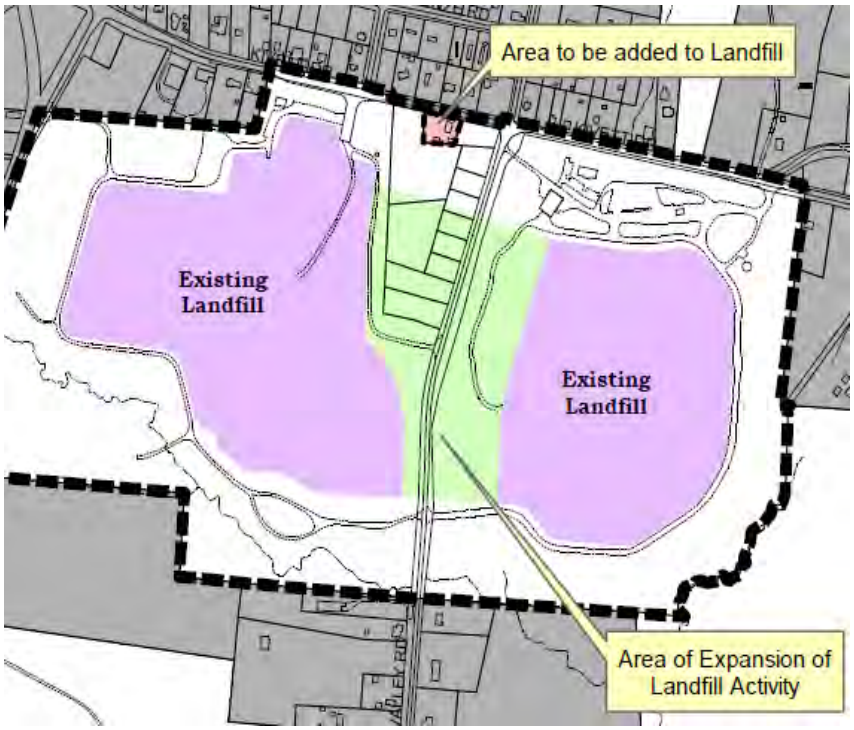
CITIZEN'S INFORMATION MEETING NOTICE

The City of High Point is currently considering a future expansion of the Kersey Valley Landfill in your area and is presenting information about the proposed expansion and associated review and permitting process. An open-house meeting has been scheduled for **May 8, 2019** to discuss the proposed expansion, the timeframe for completion of the project and to answer any questions you may have.

The meeting will cover the following:

1. Future landfill expansion.
2. Discuss the purpose and goals of the project and the limits of construction.
3. Learn about timing of the next steps including design, permitting and construction.
4. Speak directly to City project managers and the design team.



You are invited!

May 8, 2019

Time: 4 – 7 p.m.

Location: Kersey Valley Landfill
Administration Building
3940 Kivett Drive, NC 27262

The meeting is an open-house format, so please arrive any time for the meeting between 4 – 7p.m. to discuss this project and address any questions or concerns you may have.

For more information, contact the Project Manager, Robby Stone, PE
336.883.3217 or robby.stone@highpointnc.gov

or Smith Gardner, Inc. (Engineer) Project Manager, Pieter Scheer, PE
919.828.0577 or pieter@smithgardnerinc.com

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Attachment B

List of Recipients

City of High Point – Kersey Valley Landfill Expansion
Citizen's Information Meeting Report

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BETTY C FORBIS TRUST;FORBIS, DENNIS W TRUSTEE;FORBIS, GARY M TRUSTEE
204 THORNWOOD RD
JAMESTOWN NC 27282

BOSKOVIC PROPERTIES LLC
1703 RIVER KNOLL CT
GREENSBORO NC 27409

BREWER, DONALD RAY;BREWER, LINDA P
6515 BRONZE RD
JAMESTOWN NC 27282

CITY OF HIGH POINT
PO BOX 230
HIGH POINT NC 27261

COATS, NANCY C
6609 BRONZE RD
JAMESTOWN NC 27282

CONGREGATION OF THE SISTERS OF CHARITY OF ST. VINCENT DE PAUL
1225 ELON PL
ARCHDALE NC 27263

DOUTHIT, CLYDE G;DOUTHIT, SANDRA M
1210 JACKSON LAKE RD
HIGH POINT NC 27263

EARNHARDT, ROBERT WAYNE;EARNHARDT, PATRICIA ANN
3718 KIVETT DR
HIGH POINT NC 27260

EAST, WILLIAM A;BOBBY RAY, VICKI C;LARUE, SANDY K
3720 KIVETT DR
HIGH POINT NC 27263

ELLIS, CHARLES A
1576 MADISON RD
MADISON NC 27025

FIELDS, TIMOTHY SHERRILL;FIELDS, SUE P
6802 HAYWORTH SPRINGS RD
JAMESTOWN NC 27282

FLOYD, HOBERT W HEIRS
1220 JACKSON LAKE RD
HIGH POINT NC 27263

FLOYD, JOHN F
1214 JACKSON LAKE RD
HIGH POINT NC 27263

FORTUNE, LESTER A;FORTUNE, PAMELA D
6505 BRONZE RD
JAMESTOWN NC 27282

GRIFFIN SR, D H
2022 SHIMER DRIVE
JAMESTOWN NC 27282

GRIFFIN SR, D H
4716 HILLTOP RD
GREENSBORO NC 27407

HAIRE, KATHY J
6511 BRONZE RD
JAMESTOWN NC 27282

HALL, TOMMY E;HALL, SHIRLEY C
3907 KIVETT DR
JAMESTOWN NC 27282

HAND, CAROLYN
6200 KERSEY VALLEY RD
JAMESTOWN NC 27282

HARRIS, RICHARD A;MCIRVIN, PATRICIA LOUISE
3925 KIVETT DR.
JAMESTOWN NC 27282

HISTORIC CASTLE MCCULLOCH LLC
3925 KIVETT DR.
JAMESTOWN NC 27282

HOLTON, GEORGE THOMAS;HOLTON, WANDA R
5911 CHIPMUNK DR
GREENSBORO NC 27407

HUGHES, JOSEPH K;HUGHES, SALLY B
PO BOX 1027
JAMESTOWN NC 27282

HUGHES, RANDY E
6510 HAYWORTH SPRINGS RD
JAMESTOWN NC 27282

HUTCHENS, KEITH A
5 CUB DR
THOMASVILLE NC 27360

JOHNSON, GEORGE L;JOHNSON, JENNY N
3721 KIVETT DR
JAMESTOWN NC 27282

JOHNSON, GLENN ALBERT
3921 KIVETT DR
JAMESTOWN NC 27282

KIMSEY, JAMES R;KIMSEY, PEGGY G
183 RICHVIEW CIR
HIGH POINT NC 27265

KISER, JERRY W;KISER, LYNDA H
6509 BRONZE RD
JAMESTOWN NC 27282

MARTIN MARIETTA MATERIALS INC
PO BOX 30013
RALEIGH NC 27622

MASHBURN, BERYL
4004 KIVETT DR
JAMESTOWN NC 27282

NALL, TIMOTHY R
4948 MILLER MILL RD
TRINITY NC 27370

OFS BRANDS HOLDINGS INC
P O BOX 100
HUNTINGBURG IN 47542

OWENBY, ARNOLD RICHARD;OWENBY, MARIE MORGAN
3813 KIVETT DR
JAMESTOWN NC 27282

OXFORD PROPERTY HOLDINGS LLC
822 N ELM ST SUITE 200
GREENSBORO NC 27401

PANDO, MANUEL ALBERTO
3723 KIVETT DRIVE
JAMESTOWN NC 27282

REID, ANNETTE C
6607 BRONZE RD
JAMESTOWN NC 27282

REYNOSO, FABIAN URIOSTEGUI
609 HABERSHAM ROAD
HIGH POINT NC 27260

RODGERS, KRISTIE LEIGH
1307 KERSEY VALLEY RD
ARCHDALE NC 27263

RODRIGUEZ-SALDANA, RAFAEL RAMON
731 BAKER RD
HIGH POINT NC 27263

RODRIGUEZ-SALDANA, RAFAEL RAMON
731 BAKER RD
HIGH POINT NC 27263

ROSE RED LLC
1211 YORKSHIRE DRIVE
HIGH POINT NC 27262

ROSE-RED LLC
1211 YORKSHIRE DR
HIGH POINT NC 27262

SECHRIST, JANE E;SECHRIST, JOHN K
PO BOX 193
THOMASVILLE NC 27361

SECHRIST, JANE E;SECHRIST, JOHN K
PO BOX 193
THOMASVILLE NC 27361

STEVENS, THOMAS W
6513 BRONZE RD
JAMESTOWN NC 27282

WATKINS, SHEILA A
6713 BRONZE RD
JAMESTOWN NC 27282

WHITT, AUBREY;WHITT, ANNE B
4401 OAKVIEW DR
TRINITY NC 27370

WI HIGH POINT LANDFILL LLC
3301 BENSON DR SUITE 601
RALEIGH NC 27909

XAYAVONG, SOUANELAY
2003 SHEREE CT
GREENSBORO NC 27406

YARBOROUGH, STANTON EDWARD;YARBOROUGH, RACHEL M
1304 KERSEY VALLEY RD
HIGH POINT NC 27263

YARBOROUGH, TONY E;YARBOROUGH, STANTON E;YARBOROUGH, RACHEL M
1303 KERSEY VALLEY RD
HIGH POINT NC 27263

YOUNG, JEWELL STAMEY L/T;STAMEY, KENNETH EDWARD
3731 KIVETT DR
JAMESTOWN NC 27282

YOUNG, JEWELL STAMEY;STAMEY, KENNETH E
6800 KEN-CAY RD
JAMESTOWN NC 27282

Attachment C

Sign In Sheet

City of High Point – Kersey Valley Landfill Expansion
Citizen's Information Meeting Report

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CITIZEN INFORMATION MEETING
ATTENDEES

NAME	ADDRESS	PHONE	EMAIL
John Range	3925 Kivett Drive Jamestown NC 27282	336-870-2599	JRange@RangeInvestments.com
Janie & Johnny Christix	3905 Kivett Drive Jamestown	336-339-1358 336-339-3843	sechristjanie@yahoo.com
Thomas & Debra Stevens	613 Bronze Rd Jamestown, NC	336-833-0695	
John Floyd	1214 Jackson Lake Rd High Point NC 27263	336-402-1502	john.floyd@univar.com

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Attachment D

Information Available at Meeting

City of High Point – Kersey Valley Landfill Expansion
Citizen's Information Meeting Report

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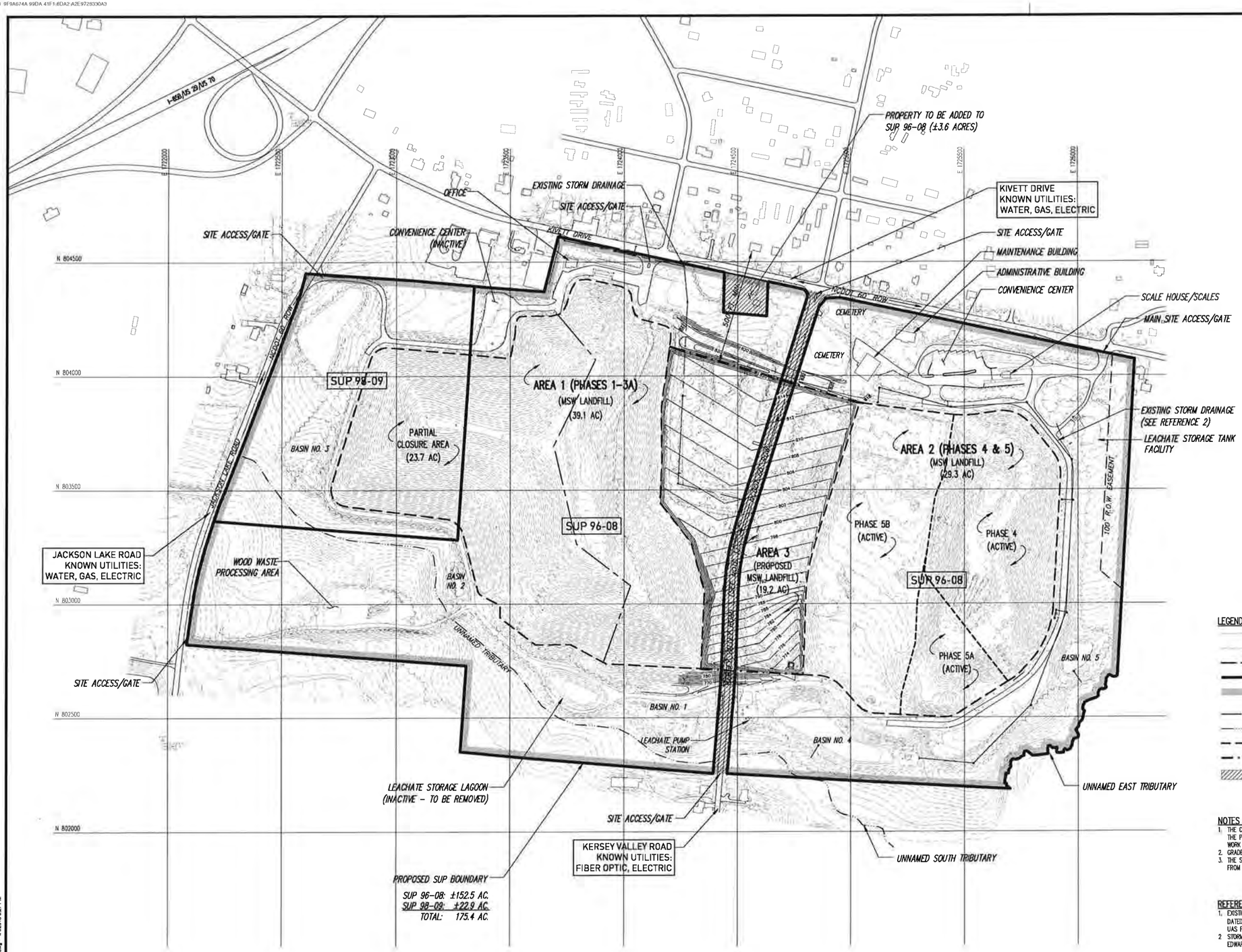

LEGEND

- EXISTING 10' CONTOUR
- EXISTING 2' CONTOUR
- PROPERTY LINE
- CURRENT SUP BOUNDARY
- PERIMETER OF SITE (PROPOSED SUP BOUNDARY)
- LIMITS OF PARTIAL CLOSURE AREA
- STREAM (PERENNIAL AND INTERMITTENT)
- LIMITS OF EXISTING DISPOSAL AREA (LINED)
- LIMITS OF PROPOSED AREA 3
- PROPERTY TO BE ADDED TO SUP 96-08

NOTES

1. THE CITY INTENDS TO ASSUME CONTROL AND CLOSE TO PUBLIC ACCESS THE PORTION OF KERSEY VALLEY ROAD THROUGH THE SITE. RELATED WORK IS ONGOING WITH THE NCDOT.
2. GRADES SHOWN FOR AREA 3 REPRESENT TOP OF SUBGRADE.
3. THE SITE IS NOT LOCATED IN A 100-YEAR FLOODPLAIN , AS DETERMINED FROM FEMA MAP NO. 3710782000J PANEL 7820, DATED JUNE 18, 2007.

REFERENCES

1. EXISTING TOPOGRAPHY PROVIDED BY SPATIAL DATA CONSULTANTS, INC., DATED MAY 16, 2017. TOPOGRAPHY IN ACTIVE AREAS (AREA 2) FROM UAS FLIGHT DATED JUNE 26, 2018 BY WITHERS RAVENEL, CARY, NC
2. STORM DRAINAGE AS-BUILT SURVEY DATED AUGUST 20, 2010 BY C EDWARD MOORE, JR., PLS, SUMMERFIELD, NC.

OWNER

CITY OF HIGH POINT – PUBLIC SERVICES DEPT.
211 SOUTH HAMILTON STREET
HIGH POINT, NC 27260
PHONE: (336) 883-3215
CONTACT: ROBBY STONE, P.E.
ASSISTANT DIRECTOR

0 200' 400' 600'

PREPARED FOR:

CITY OF HIGH POINT DEPARTMENT OF PUBLIC SERVICES HIGH POINT, NC

PREPARED BY:

NC LIC. NO F-1370 (ENGINEERING)
SC COA NO C01488

SMITH+ GARDNER
ENGINEERS

14 N. Boylan Avenue, Raleigh NC 27603 | 919.828.0577
1526 Richland St., Columbia SC 29201

SEAL:

NORTH CAROLINA PROFESSIONAL SEAL 021665 ENGINEER PETER K. SCHEER
4/15/2019

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PROJECT TITLE:

CITY OF HIGH POINT KERSEY VALLEY MSW LANDFILL AREA 3 SPECIAL USE PERMIT

DRAWING TITLE:

SITE PLAN

DESIGNED: P.K.S.	PROJECT NO: HPD.INT 18-2
DRAWN: C.T.J.	SCALE: AS SHOWN
APPROVED: PKS	DATE: APRIL 2019
FILENAME: HP-D0557	
SHEET NUMBER:	DRAWING NUMBER: FIG.1

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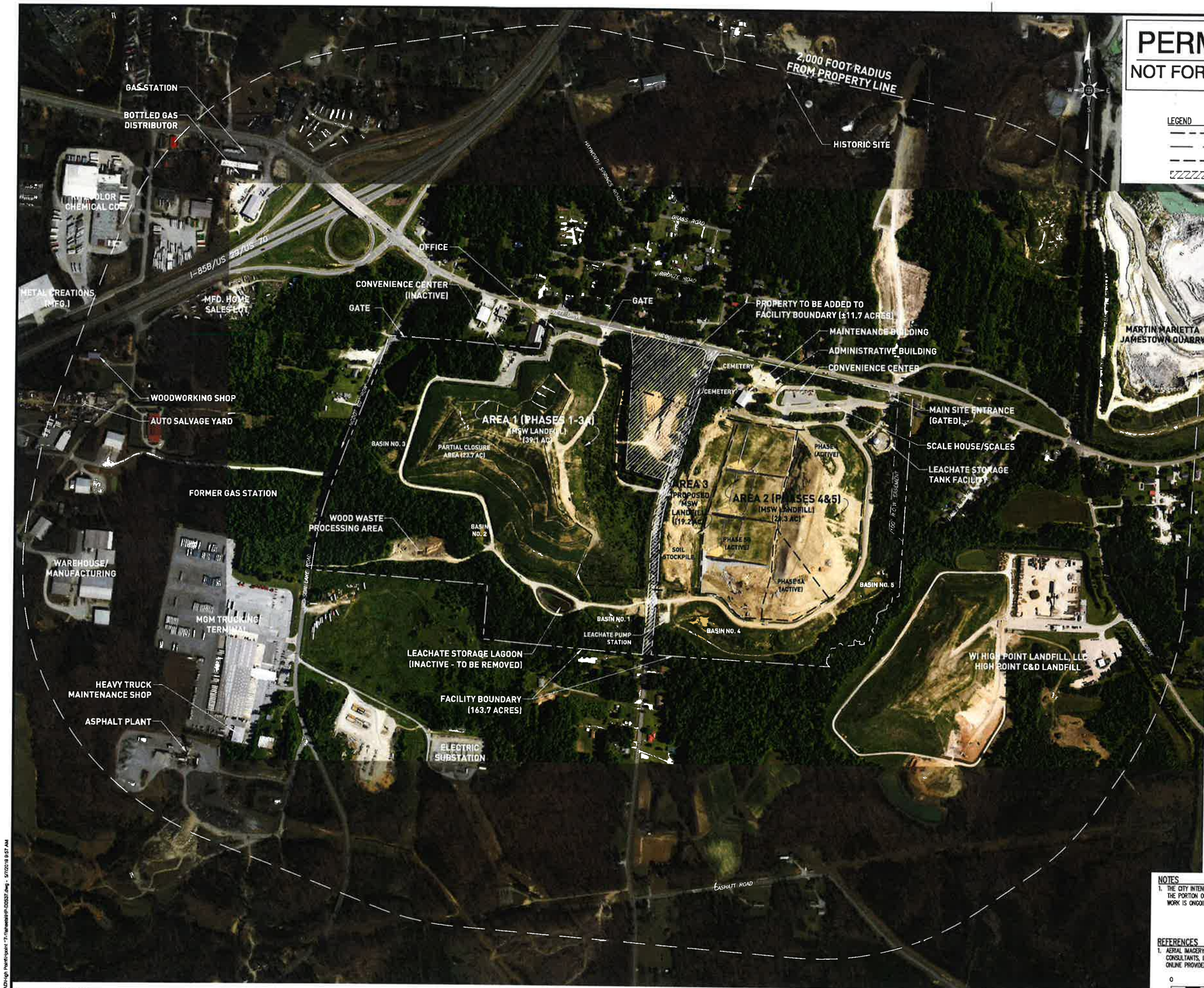

PERMIT ISSUE
NOT FOR CONSTRUCTION

LEGEND

- PROPERTY LINE
- 2000 FOOT RADIUS FROM PROPERTY LINE
- LIMITS OF DISPOSAL AREA (LINED)
- PROPERTY TO BE ADDED TO FACILITY BOUNDARY

NOTES

1. THE CITY INTENDS TO ASSUME CONTROL AND CLOSE TO PUBLIC ACCESS THE PORTION OF KERSEY VALLEY ROAD THROUGH THE SITE. RELATED WORK IS ONGOING WITH THE NCDOT.

REFERENCES

1. AERIAL IMAGERY IN THE SITE VICINITY PROVIDED BY SPATIAL DATA CONSULTANTS, INC., DATED MAY 16, 2017. ADDITIONAL IMAGERY FROM ONLINE PROVIDER BING, MICROSOFT CORPORATION 2017.

0 300' 600' 900'

PREPARED FOR:

CITY OF HIGH POINT
DEPARTMENT OF
PUBLIC SERVICES
HIGH POINT, NC

PREPARED BY:

NC LIC NO F-1370 (ENGINEERING)

SMITH+ GARDNER
ENGINEERS
14 N. Boylan Avenue, Raleigh NC 27603 | 919.828.0577

SEAL

NORTH CAROLINA PROFESSIONAL SEAL 021666 ENGINEER PETER K. SCHEER
5/8/2019

SEAL

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PROJECT TITLE:

KERSEY VALLEY MSW LANDFILL
AREA 3 SITE STUDY

DRAWING TITLE:

AERIAL PHOTOGRAPH
WITH 2,00 FOOT RADIUS

DESIGNED: P.K.S.	PROJECT NO: HPOINT 17-1
DRAWN: C.T.J.	SCALE: AS SHOWN
APPROVED: PKS	DATE: MAY 2019
FILENAME: HP-00537	
SHEET NUMBER:	DRAWING NUMBER: FIG.4

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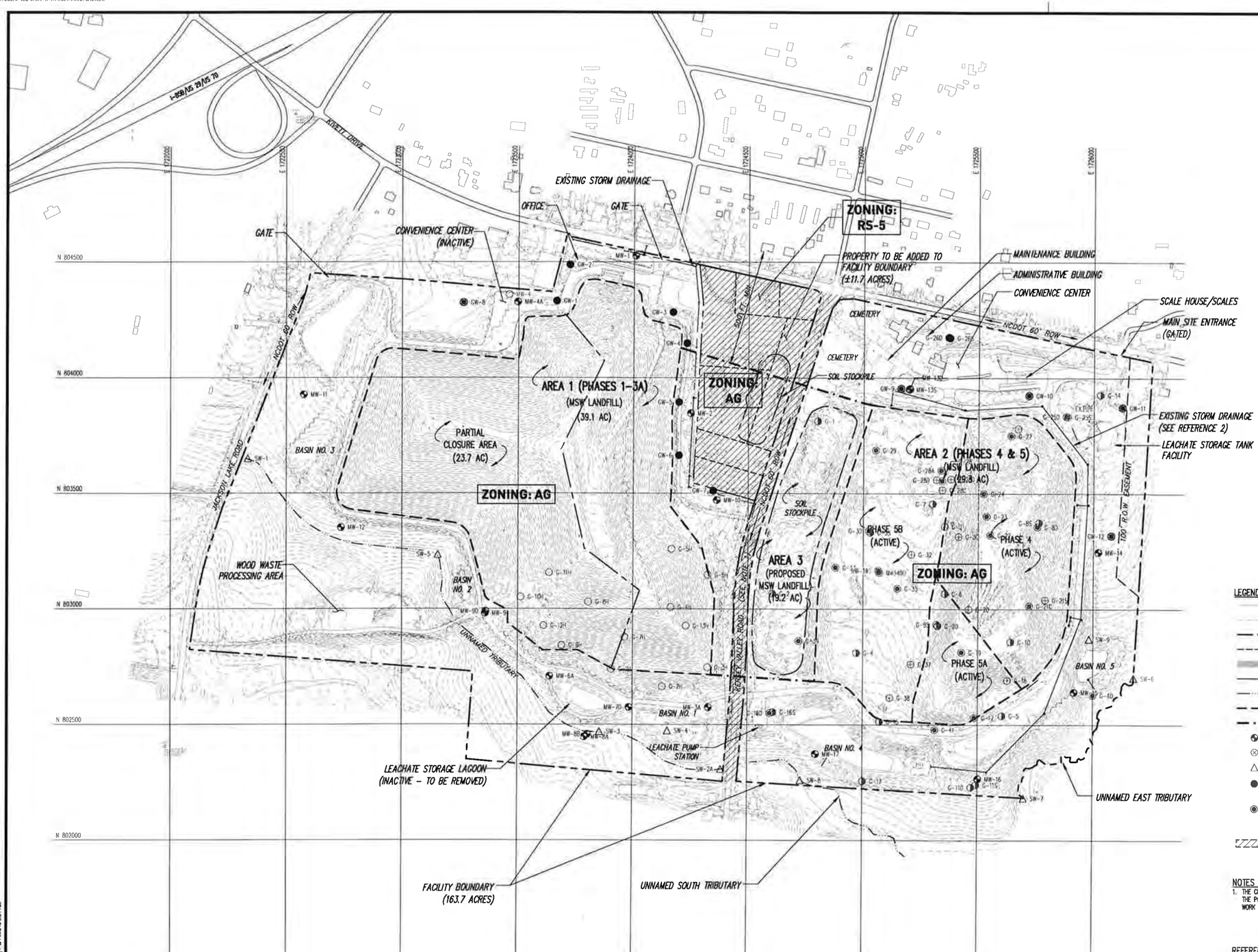

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PREPARED FOR:

CITY OF HIGH POINT DEPARTMENT OF PUBLIC SERVICES HIGH POINT, NC

PREPARED BY:

NC LIC NO F-1370 (ENGINEERING)
SC COA NO C01488

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ENGINEERS
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1526 Richland St., Columbia SC 29201

SEAL

NORTH CAROLINA PROFESSIONAL SEAL 021655 ENGINEER PETER K. SCHEER
8/8/2019

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LEGEND

- EXISTING 10' CONTOUR
- EXISTING 2' CONTOUR
- PROPERTY LINE
- PARCEL BOUNDARY
- FACILITY BOUNDARY
- SOIL STOCKPILE BOUNDARY (APPROXIMATE)
- STREAM (PERENNIAL AND INTERMITTENT)
- LIMITS OF DISPOSAL AREA (LINED)
- LIMITS OF PROPOSED AREA 3
- MW-9 — EXISTING MONITORING WELL
- MW-19D — ABANDONED MONITORING WELL
- SW-3 — EXISTING SURFACE WATER MONITORING POINT
- GW-3 — EXISTING LANDFILL GAS MONITORING WELL (GW-8 THROUGH GW-12 ARE APPROXIMATE LOCATIONS)
- GW-7 — EXISTING LANDFILL GAS MONITORING WELL (NOT INCLUDED IN ROUTINE MONITORING NETWORK)
- PROPERTY TO BE ADDED TO FACILITY BOUNDARY

NOTES

1. THE CITY INTENDS TO ASSUME CONTROL AND CLOSE TO PUBLIC ACCESS THE PORTION OF KERSEY VALLEY ROAD THROUGH THE SITE. RELATED WORK IS ONGOING WITH THE NCDOT.

REFERENCES

1. EXISTING TOPOGRAPHY PROVIDED BY SPATIAL DATA CONSULTANTS, INC., DATED MAY 16, 2017. TOPOGRAPHY IN ACTIVE AREAS (AREA 2) FROM UAS FLIGHT DATED JUNE 26, 2018 BY WITHERS RAVENEL, CARY, NC. TOPOGRAPHY BEYOND THE LIMITS OF AERIAL SURVEY PROVIDED BY GUILFORD COUNTY GIS DEPARTMENT, UNKNOWN DATE.
2. STORM DRAINAGE AS-BUILT SURVEY DATED AUGUST 20, 2010 BY C. EDWARD MOORE, JR., PLS, SUMMERFIELD, NC

0 200' 400' 600'

PROJECT TITLE:

KERSEY VALLEY MSW LANDFILL AREA 3 PROPOSED FACILITY PLAN

DRAWING TITLE:

EXISTING CONDITIONS

DESIGNED: P.K.S.	PROJECT NO: HPOINT 17-1
DRAWN: C.T.J.	SCALE: AS SHOWN
APPROVED: PKS	DATE: MAY 2019
FILENAME: HP-D0551	
SHEET NUMBER: 1	DRAWING NUMBER: S1

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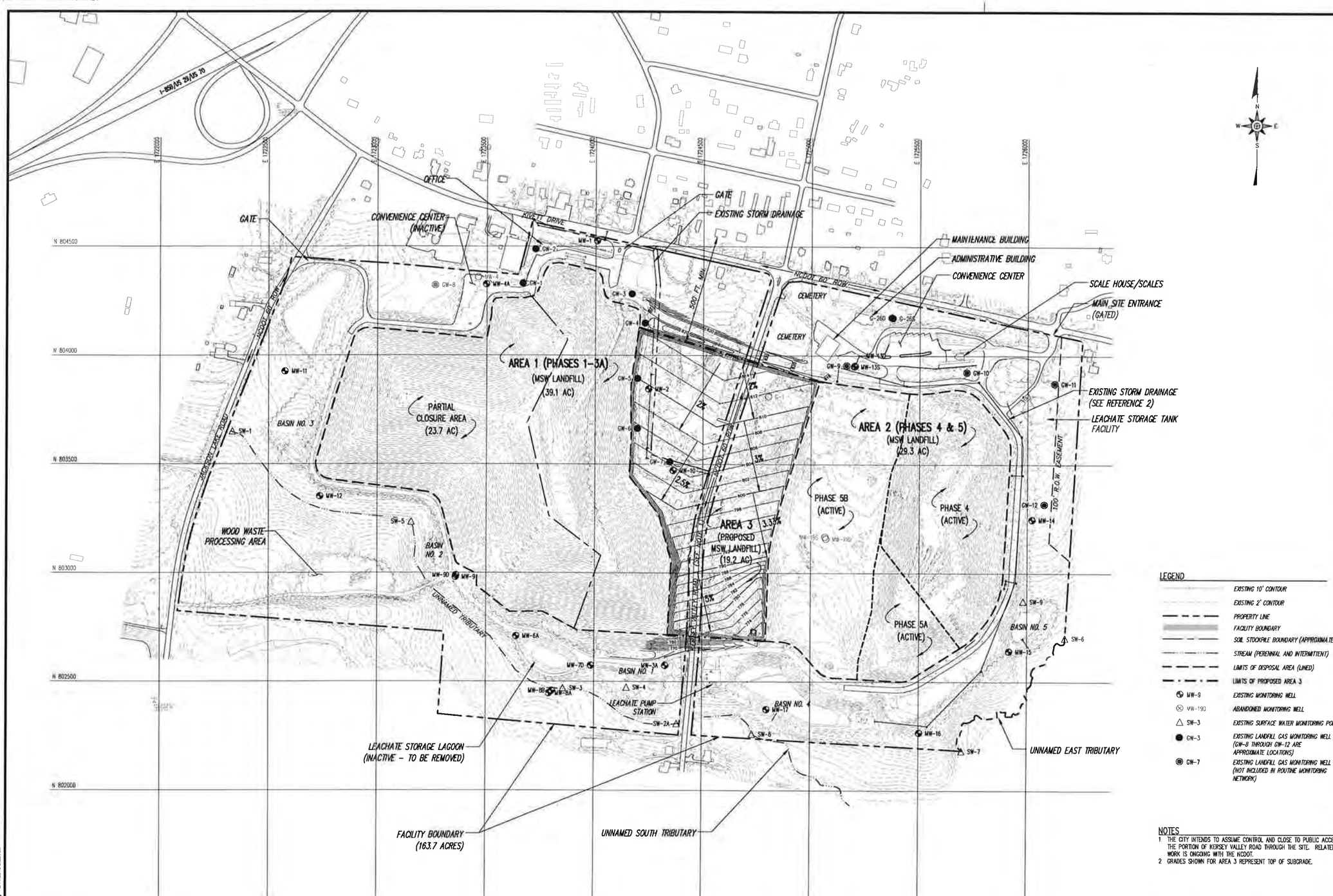

LEGEND

- EXISTING 10' CONTOUR
- EXISTING 2' CONTOUR
- PROPERTY LINE
- FACILITY BOUNDARY
- SOIL STOCKPILE BOUNDARY (APPROXIMATE)
- STREAM (PERENNIAL AND INTERMITTENT)
- LIMITS OF DISPOSAL AREA (LINED)
- LIMITS OF PROPOSED AREA 3
- MW-9 EXISTING MONITORING WELL
- MW-19D ABANDONED MONITORING WELL
- SW-3 EXISTING SURFACE WATER MONITORING POINT
- GW-3 EXISTING LANDFILL GAS MONITORING WELL (GW-8 THROUGH GW-12 ARE APPROXIMATE LOCATIONS)
- GW-7 EXISTING LANDFILL GAS MONITORING WELL (NOT INCLUDED IN ROUTINE MONITORING NETWORK)

NOTES

1. THE CITY INTENDS TO ASSUME CONTROL AND CLOSE TO PUBLIC ACCESS THE PORTION OF KERSEY VALLEY ROAD THROUGH THE SITE. RELATED WORK IS ONGOING WITH THE NCDOT.
2. GRADES SHOWN FOR AREA 3 REPRESENT TOP OF SUBGRADE.

REFERENCES

1. EXISTING TOPOGRAPHY PROVIDED BY SPATIAL DATA CONSULTANTS, INC., DATED MAY 16, 2017. TOPOGRAPHY IN ACTIVE AREAS (AREA 2) FROM UAS FLIGHT DATED JUNE 26, 2018 BY WITHERS RAVENEL, CARY, NC.
2. STORM DRAINAGE AS-BUILT SURVEY DATED AUGUST 20, 2010 BY C EDWARD MOORE, JR., PLS, SUMMERFIELD, NC.

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PREPARED FOR:

CITY OF HIGH POINT DEPARTMENT OF PUBLIC SERVICES HIGH POINT, NC

PREPARED BY:
NC LIC. NO. F-1370 (ENGINEERING)
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NORTH CAROLINA PROFESSIONAL SEAL 021556 ENGINEER PETER K. SCHEER
9/18/2019

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PROJECT TITLE:

KERSEY VALLEY MSW LANDFILL AREA 3 PROPOSED FACILITY PLAN

DRAWING TITLE:

SITE DEVELOPMENT PLAN BASE GRADES

DESIGNED: P.K.S.	PROJECT NO: HPOINT17-1
DRAWN: C.T.J.	SCALE: AS SHOWN
APPROVED: PKS	DATE: MAY 2019
FILENAME: HP-D0540	
SHEET NUMBER: 2	DRAWING NUMBER: S2

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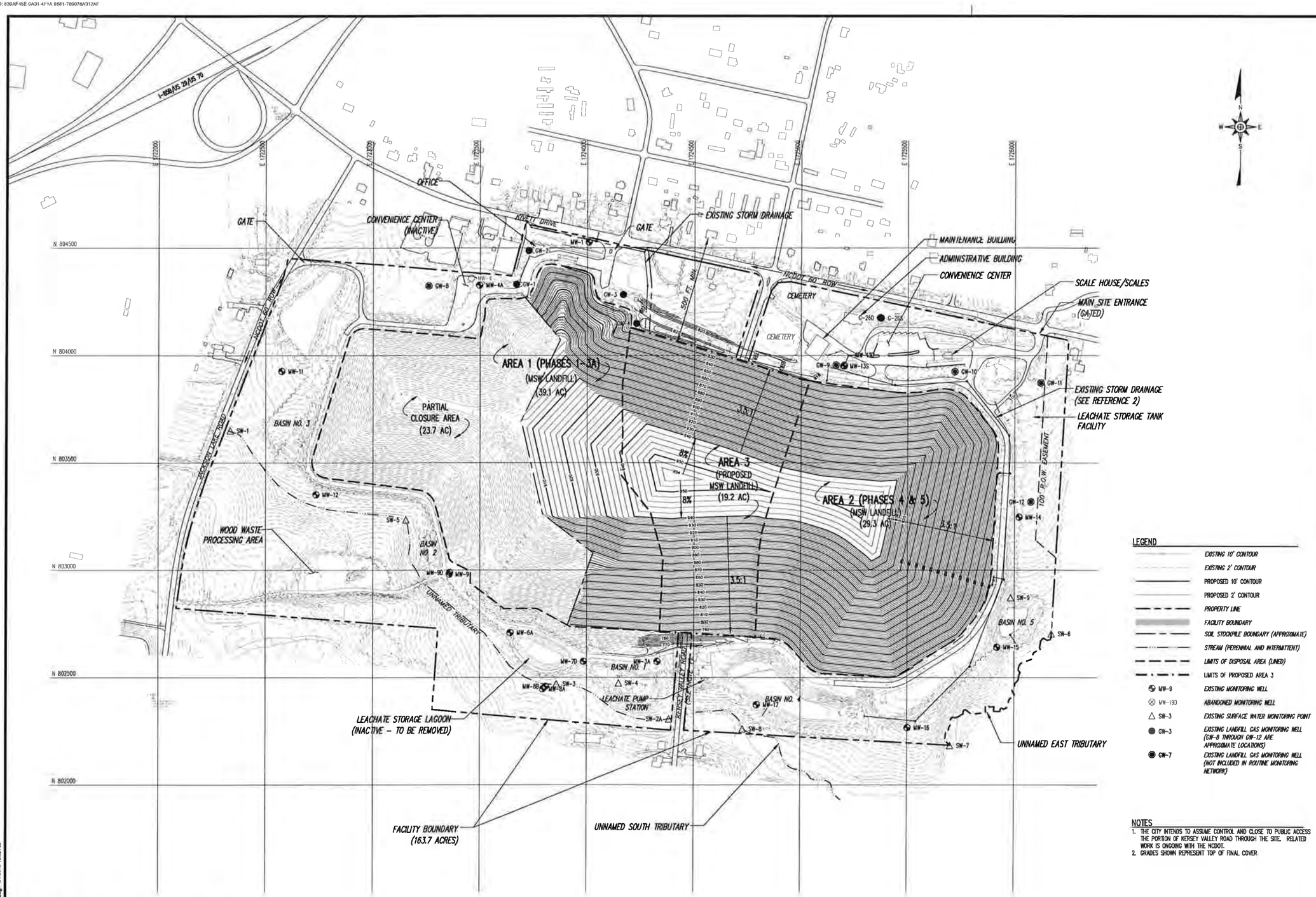

LEGEND

- EXISTING 10' CONTOUR
- EXISTING 2' CONTOUR
- PROPOSED 10' CONTOUR
- PROPOSED 2' CONTOUR
- PROPERTY LINE
- FACILITY BOUNDARY
- SOIL STOCKPILE BOUNDARY (APPROXIMATE)
- STREAM (PERENNIAL AND INTERMITTENT)
- LIMITS OF DISPOSAL AREA (LINED)
- LIMITS OF PROPOSED AREA 3
- MW-9 — EXISTING MONITORING WELL
- MW-19D — ABANDONED MONITORING WELL
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- GW-3 — EXISTING LANDFILL GAS MONITORING WELL (GW-8 THROUGH GW-12 ARE APPROXIMATE LOCATIONS)
- GW-7 — EXISTING LANDFILL GAS MONITORING WELL (NOT INCLUDED IN ROUTINE MONITORING NETWORK)

NOTES

1. THE CITY INTENDS TO ASSUME CONTROL AND CLOSE TO PUBLIC ACCESS THE PORTION OF KERSEY VALLEY ROAD THROUGH THE SITE. RELATED WORK IS ONGOING WITH THE NCDOT.
2. GRADES SHOWN REPRESENT TOP OF FINAL COVER.

REFERENCES

1. EXISTING TOPOGRAPHY PROVIDED BY SPATIAL DATA CONSULTANTS, INC., DATED MAY 16, 2017. TOPOGRAPHY IN ACTIVE AREAS (AREA 2) FROM UAS FLIGHT DATED JUNE 26, 2018 BY WITHERS RAVENEL, CARY, NC.
2. STORM DRAINAGE AS-BUILT SURVEY DATED AUGUST 20, 2010 BY C. EDWARD MOORE, JR., PLS, SUMMERFIELD, NC.

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PREPARED FOR:

CITY OF HIGH POINT DEPARTMENT OF PUBLIC SERVICES HIGH POINT, NC

PREPARED BY:
NC LIC NO F-1370 [ENGINEERING]
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NORTH CAROLINA PROFESSIONAL SEAL 021666 ENGINEER PETER K. SCHER
5/8/2019
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PROJECT TITLE:

KERSEY VALLEY MSW LANDFILL AREA 3 PROPOSED FACILITY PLAN

DRAWING TITLE:

SITE DEVELOPMENT PLAN FINAL COVER GRADES

DESIGNED: P.K.S.	PROJECT NO: HPOINT 17-1
DRAWN: C.T.J.	SCALE: AS SHOWN
APPROVED: PKS	DATE: MAY 2019
FILENAME: HP-D0540	
SHEET NUMBER: 3	DRAWING NUMBER: S3

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City of High Point

Citizen Information Meetings

Persons filing certain development applications with the City of High Point are required to hold a citizen information meeting. This requirement applies to applications for a Conditional Zoning District, Planned Development District, Special Use and a Zoning Map Amendment that proposes to establish a more intense zoning district.

The City of High Point finds that quality development is better achieved through an informed and cooperative process than an adversarial one. The purpose of the citizen information meeting is to allow the person fling an application, otherwise known as the applicant, the opportunity to inform citizens about their development proposal and to provide citizens the opportunity to ask questions and find out more about the proposal prior to any official public hearings.

The applicant's development proposal is officially presented to the Planning & Zoning Commission and City Council at their respective public hearings. At the public hearings, the Commission and Council hear comments and concerns from citizens regarding the proposal prior to making decisions. The public hearings are not the preferred setting for citizens to learn about a development proposal for the first time. It is difficult to gain understanding of a proposal and offer well thought out comments during the relatively short time of a public hearing. The citizen information meeting is important in that it can provide basic information and allow communication with the applicant before the public hearings, so that citizens may informatively develop their comments and any concerns, and later present them at the public hearings for consideration.

Applicants may vary the form and number of citizen information meetings they conduct; however, they are required to contact or otherwise notify owners of property located within 300 feet of the proposed site. Whatever form the meeting takes, those citizens participating are provided with this written statement from the City of High Point, which describes the purpose of the citizen information meeting, the application process and where additional information may be obtained from the City. In addition, the applicant must provide a description of the development proposal and are encouraged to share any other available information that would help citizens to better understand it.

After the application is filed with the City's Planning & Development Department, the applicant submits to the City a written summary of the citizen information meeting(s). At a minimum, this report records:

- The date, time, and location of the meeting;
- The method and date of notification about the meeting;
- A list of landowners notified about the meeting;
- A list of meeting attendees;
- If the meeting was conducted as a series of telephone calls;
- The description of the development proposal presented to the attendees; and
- A summary of attendee comments, ideas, and suggestions from citizens to be incorporated into the development proposal.

Before the public hearings are held, the City's Planning & Development Department mails notices to all owners of property located within 300-feet of the site. This notice provides a brief summary of the application; the time, date and place of the Planning & Zoning Commission public hearing; and contact information. A second notice is mailed prior to the City Council's public hearing with similar information. Also, signs are placed on the site giving notice of the request and the City's public hearings.

After hearing public comments and considering the development proposal, the Planning & Zoning Commission makes a recommendation to the City Council who, after holding their public hearing, decides what action should be taken on the proposal. Changes to the applicant's proposal can occur during this process in order to insure consistency with City policy and development regulations, and to minimize expected impacts that can be generated by the development or use of the site.

Development conditions can be adopted by the City Council for a Conditional Zoning District, Planned Development District, or Special Use. However, no condition can be included that:

- Specifies the ownership status, race, religion, or other characteristics of the development's occupants;
- Establishes a minimum size of a dwelling unit;
- Establishes a minimum value of buildings or improvements;
- Excludes residents based upon race, religion, or income; or
- Obligates the City to perform in any manner relative to the approval of or development of the land.

Citizens are strongly encouraged to contact the City's Planning & Development Department and visit the website below for additional information on the City's zoning process, and for information about specific development proposals.

Contact:

Planning & Development Department 336-883-3328

www.buildhighpoint.com

Revised 09-05-17

2019 H.O.N.O.R.S. Recognition

Each year, the City recognizes employees who exhibited excellence in services provided to the Citizens of High Point through their work with the organization. This year's winners were presented to City employees at the annual Spring Fling held at City Lake Park in May where they received certificates documenting their achievements. When I finish reading the name and description of the award, I will ask each recipient to join me here to be recognized.

ABOVE AND BEYOND AWARD ***– A $100 check is provided for each winner***

The Above and Beyond category recognizes employees who have far exceeded the call of duty signifying their commitment to the job and the citizens of High Point. This year's Above and Beyond honorees are **Brad Embry, Mike Bolick and Zack Mills**. After noticing that Francis Dealin, a resident whose home is near the cemetery, had not been able to maintain the exterior of his home due to a cancer diagnosis and treatment, the staff decided to do something about it. After work, they went to Mr. Dealin's home and, using his equipment, mowed his yard and trimmed his shrubbery. Please join me in thanking these employees for their contributions!

EXTRA MILE AWARD ***– A $50 check is provided for each winner***

The Extra Mile Award recognizes employees who, in the regular course of their duties, exceeded expectations and provided outstanding service. This year's winner **Robbie Baker**, took on extra responsibilities assigned to another employee while she was experiencing medical issues and while she was out for surgery to ensure that she did not fall behind in her work and that the team met customers' expectations. He was not assigned these duties, but still completed them. His outstanding commitment to getting the job done is a perfect example of going the extra mile.

WORKING TOGETHER AWARD

The Working Together Award highlights the contributions of a single workgroup whose contributions make a lasting impact on the citizens of High Point. This year's winner of the Working Together Award is the High Point Police Department Housing Authority Unit. This group is being recognized for offering extra support to citizens who reside in public housing. They commonly build bonds with the community by playing ball with the children, assisting the community's most vulnerable with accessing necessary services, coaching the housing authority basketball team and running a summer camp for resident children. The nomination is specifically for the unit creating a library for the community children with more than 200 new and used books. Please join me in recognizing **Derek Barker, Scott Treadway, David Inthisane, David Hilliard, Ryan Mizell, Justin Presnell and Matthew Sizemore.**

CITY OF HIGH POINT
AGENDA ITEM

Title: **Electronic Payment Solution - Change Order 1**

From: Bob Martin – Customer Service Director

Meeting Date: June 17, 2019

Public Hearing: N/A

Advertising Date: N/A
Advertised By: N/A

Attachments N/A

PURPOSE:
To approve Change Order No. 1 to Paymentus to cover higher than anticipated transaction costs resulting from payments made by commercial customers with rewards cards.

BACKGROUND:
On October 2, 2017, Council approved a contract to Paymentus for the City's electronic payment solution including IVR, Web and CSR phone payments. Transaction costs for the first two months after implementation were double our expectations due to large commercial customers paying their utility bills with rewards cards. The City and Paymentus implemented new controls and velocity rules beginning with month three which reduced transaction costs to our original expectations. Since the new controls were implemented we have experienced some increased costs due to a 10% increase in adoption rate .

The Customer Service Department is now requesting approval of Change Order 1 to allow payment for services as we reach fiscal year end.

BUDGET IMPACT:
Funds for this change order are available in the FY 2018-19 budget. Funds from Customer Service's operating budget (postage, service contracts and postage) are being re-allocated to electronic payments within other contractual services.

RECOMMENDATION / ACTION REQUESTED:
Customer Service is recommending that City Council approve Change Order 1 to Paymentus which will increase the original contract from $335,000 to $435,000. Anticipated cost for FY 2019-20 is $398,838.

HIGH POINT CITY COUNCIL
SPECIAL MEETING
May 29, 2019 – 3:00 P.M.
3RD FLOOR LOBBY CONFERENCE ROOM

MINUTES

Present:
Mayor Jay Wagner, Council Member Don Scarborough (At Large); Council Member Britt Moore (At Large) and Council Member Wesley Hudson (Ward 4)**;** Council Member Jeffrey Golden (Ward 1) [arrived at 3:20 p.m.] Altizer, Budget and Performance Manager; Jeron Hollis, Communications and Public Engagement Director; Roslyn McNeill, Budget Analyst; Loren Hill, Economic Development Director; Michael McNair, Community Development Director; Angela Kirkwood, Human Resource Director; Mary S. Brooks, Deputy City Clerk

Others Present:
Melody Burnett, Director of Operations and Finance for Convention and Visitors Bureau

News Media Present:
Pat Kimbrough, *High Point Enterprise*

Mayor Wagner called the meeting to order at 3:00 p.m.

2019-2020 BUDGET REVIEW

Greg Demko, City Manager introduced Laura Altizer, Budget and Performance Manager to present a recap of the proposed 2019-2020 Budget.

Ms. Altizer gave an overview on personnel changes with seven new job positions that included: Crime Lab and Forensics Manage-Police, Waste Water Operator-Westside WWTP, 2 Plant Mechanics-Water/Sewer Facilities, Stormwater Specialist, GIS Analyst-Electric Engineering, and Heavy Truck Mechanic-Fleet Services; on personnel highlights that included: continuing the Pay for Performance merit increase with a 0%-4% range, continued 1% 401K/47 match, a 5% health and dental insurance premium increase, and a State-mandated retirement contribution increase of 7.75% to 8.95% over the next three years. Ms. Altizer continued discussion regarding Budget Reductions; spoke to the reduction process regarding the General Fund with a 4% cut within City Departments; and to personnel position changes that included a position cut in Inspections, a vacancy in Public Services, and a position reclassification in Information Technology (IT).

Council Member Moore inquired on the location of Inspections in the budget. Randy Hemann, Assistant City Manager replied that it was in the Building Inspections; and spoke to making progress in the timeframe of inspection completions.

City Manager Demko spoke to the positive progress; stated that the position that was cut in

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inspections would be revisited if work load should increase; and spoke to the increased participation in the 401K/457 programs.

Ms. Altizer continued discussion regarding the increased Fee and Rate changes with the campground site from $35 to $40; Code Enforcement impoundment for vehicle release increased fee for $150; Planning and Development department after-hours inspection increased fee from $60/hr to $100/hr; spoke to the Water and Sewer rate increase of 4%, and the Electric Fund decrease of 1.8% that would be effective October 1, 2019. Ms. Altizer continued with an overview of the increased fee and rate changes for parking decks.

Mr. Hemann explained the after-hour inspection process.

Ms. Altizer continued discussion regarding the Pay as you Go Capital for Water and Sewer, Electric, and Solid Waste; the upcoming High Point Convention and Visitors Bureau Budget with a 3% occupancy tax increase; and to the Market Authority budget with less than an 1% increase from FY2019.

City Manager Demko gave an overview of the replacement cycle of the water/sewer lines located downtown; and to the process of updating the lines.

Council Member Moore inquired on the progress of the replacement cycle for the lines. City Manager Demko replied went from 150-year replacement cycle to a 75-year cycle over a five-year period.

Council Member Moore inquired on the revenue for the Market Authority. Laura stated the Market Authority had state revenue also, spoke to the increased fee for the showroom license; informed that the executive committee would be meeting on June 5, 2019; and that she would provide council with any changes made.

Eric Olmedo, Managing Director explained the monthly review process on the term for showroom licenses; and to the end of the year budget amendment that would reflect fees received.

Ms. Altizer spoke to the next steps; to the scheduled Work Sessions; and to holding a Public Hearing at the June 3, 2019 Council Meeting.

City Manager Demko voiced appreciation with the detailed Proposed Budget 2019/2020 information published in the newspaper by Pat Kimbrough, *High Point Enterprise*.

Council Member Jones inquired on the 70 % increase in the City Attorney's office. Mr. Olmedo replied it was for the new Assistant City Attorney's position; and spoke to included outside legal expenses.

Council Member Golden asked was the Home Buyer's Assistance fund decreased and inquired on the reimbursement for demolitions. Mr. Olmedo stated the Home Buyer's Assistance, which increased from $120 thousand to $200 thousand, and Housing Rehabilitation program were in the general fund budget; and spoke to the reimbursement received for demolition when liens were paid.

Mayor Wagner inquired on the location of the non-profit allocations. Mr. Olmedo stated they were itemized on page 83; and spoke to them going through the Finance Committee for approval.

DRAFT

Roslyn McNeill, Budget Analyst stated that the organizations would be notified about the public hearing.

Council Member Jones inquired on funding for the Arts Council to pay off their debt.

Discussion took place regarding the application process for the Southwest Foundation; the requirements in receiving grant funding; assisting in making the Arts Council more self-sustainable to receive funding; and on how funds were allocated.

Council Member Hudson discussed the application process, and requirements needed to receive funds for non-profit organizations.

Council Member Golden inquired on Greenhill Cemetery funding.

Mr. Olmedo stated there was an error on page 144; and that staff would provide council with a corrected version.

Upon motion duly made by Council Member Jones, second by Council Member Hudson to cancel budget review meeting scheduled for Thursday, May 30, 2019, and have staff provide corrected language for pages 144 and 83 in the Proposed 2019-2020 Budget for adoption at the June 3, 2019 meeting.

Aye (8)
Mayor Wagner, Council Member Moore, Council Member Scarborough, Council Member Golden, Council Member Williams, Council Member Peters, Council Member Hudson, and Council Member Jones

Absent (1)
Mayor Pro-Tem Ewing

Adjournment
The meeting adjourned at 3:46 p.m. upon motion duly made by Council Member Hudson and second by Council Member Moore.

Respectfully Submitted,

_____
Jay W. Wagner, Mayor

Attest:

_____
Mary S. Brooks, Deputy City Clerk

DRAFT

CITY OF HIGH POINT
AGENDA ITEM

Title: **Ordinance to Demolish – 402 Hickory Chapel Rd**

From: Michael McNair, Director
Community Development & Housing

Meeting Date: 2/4/19

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 402 Hickory Chapel Rd.

BACKGROUND:
After a Complaint and Notice of Hearing was issued and a hearing held, an Order to Repair or Demolish was issued on 11/8/18. No action occurred by the compliance date of 12/10/18. The necessary repairs to the dwelling exceed its current tax value and the demolition is warranted.

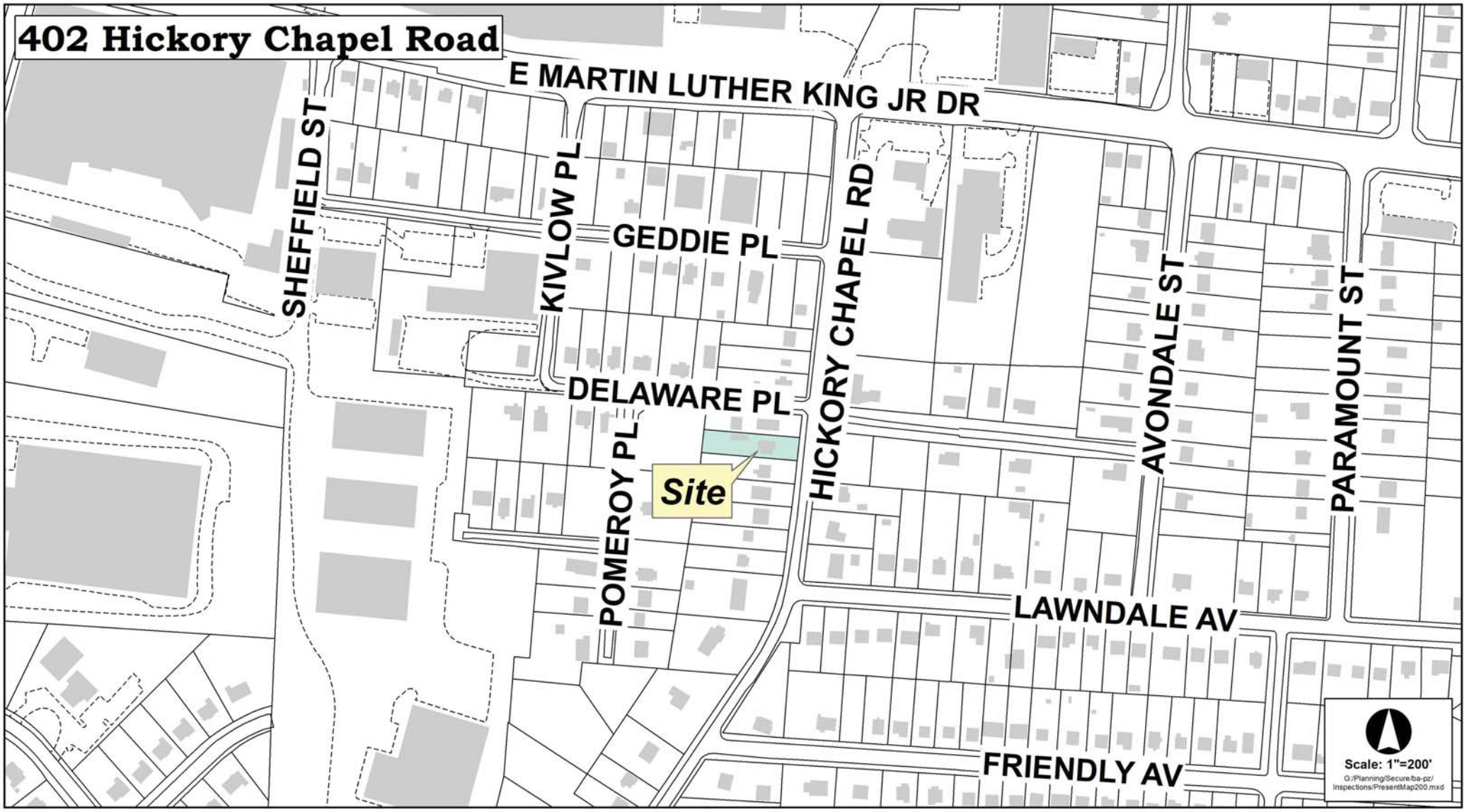
BUDGET IMPACT:
Funds are available in the Department budget for the demolition and asbestos testing of the structure(s), and for the asbestos removal if present.

RECOMMENDATION / ACTION REQUESTED:
Staff recommends the adoption of the requested ordinance to demolish this single family dwelling and all outbuildings on the property.

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

COMMUNITY DEVELOPMENT AND HOUSING
CODE ENFORCEMENT
HOUSING ENFORCEMENT DIVISION

ORDINANCE REQUEST:	Ordinance to Demolish
PROPERTY ADDRESS:	402 Hickory Chapel Rd
OWNER:	D C Newman
REASON FOR INSPECTION:	Received complaint from neighborhood group about condition of the house.
FIRST INSPECTION: 1/27/18	Summary of Major Violations 1. Demolish badly deteriorated detached garage 2. Repair or replace all roof covering 3. Repair or replace all rotten and deteriorated roof sheathing 4. Repair or replace chimney 5. Clean walls, floors, ceilings and make sanitary
HEARING RESULTS: 10/27/18	No one appeared for the hearing. It was determined there are several violations of the Minimum Housing Code. There are multiple violations of the minimum housing code in the house that make it unsafe. In its present state, necessary repairs to the dwelling exceed 65% of the value of the structure.
ORDER(S) ISSUED: 11/8/18	Order to Repair or Demolish Date of Compliance 12/10/18
APPEALS:	No appeals to date.
OWNER ACTIONS:	None
ADDITIONAL:	None


402 Hickory Chapel Road
E MARTIN LUTHER KING JR DR
SHEFFIELD ST
KIVLOW PL
GEDDIE PL
HICKORY CHAPEL RD
AVONDALE ST
PARAMOUNT ST
DELAWARE PL
POMEROY PL
Site
LAWNDALE AV
FRIENDLY AV
Scale: 1"=200'
G:/Planning/Secure/ba-pz/Inspections/PresentMap200.mxd

Community Housing, Neighborhood Development and Public Safety Committee
Chaired by Council Member Golden
Committee Members: Golden, Peters, Scarborough, and Williams

June 4, 2019 – 10:00 a.m.

3rd Floor Lobby Conference Room

MINUTES

Present:
Chairman Jeff Golden, Committee Member Monica Peters, and Committee Member Don Scarborough [arrived at 10:08 a.m.]

Also Present:
Council Member Britt Moore

Staff Present:
Randy McCaslin, Deputy City Manager; Randy Hemann, Assistant City Manager; JoAnne Carlyle, City Attorney; Mike McNair, Director of Community Development & Housing; Alisha Doulen, Community Resource Specialist; Lori Loosemore, Local Codes Enforcement Manager; Lee Burnette, Director of Planning and Development; Major Kenneth Steele- High Point Police Department; Eric Olmedo, Managing Director; Roslyn McNeill, Budget Analyst; Mary Brooks, Deputy City Clerk, and Lisa Vierling, City Clerk

Others Present:
Carlvina Foster, High Point resident, Guilford County Board of Commissioners
Willie Davis, Jerry Mingo, James Adams, Brad Lilley, Deborah Barnes, Scott Jones

News Media Present:
Pat Kimbrough, *High Point Enterprise*
Daniel Pierce, WGHP (Fox 8)

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Note: The following handouts were distributed during the meeting and will be attached as a permanent part of these proceedings.

- ✓ PP Presentation: Top 10% of Crime and Disorder Properties
- ✓ H.B. 1012 (Minimum Housing Code/Mold and Mildew)
- ✓ Summary of Findings on the Cure Violence Model (Reductions in Violence from cure Violence in North America)
- ✓ Pamphlet: Tiny House Community Development
- ✓ Hammer Tiny House Community Interesting Facts

Chairman Golden called the meeting to order at 10:01 a.m.

2019-255 **Update: Top 10% Criminal Activities Program**

Staff will provide an update on the Top 10% Criminal Activities Program

Mike McNair, Director of Community Development & Housing, advised that the General Assembly changed the statutes regarding inspections and eliminated the RUCO program that Greensboro was using. He noted it included a list of situations that could warrant an inspection, but the Top 10% is not on the list. He explained there are some constraints in the statutes that address police activity as far as working with properties that are identified and there are still some questions as to when things can occur and the order in which they occur because the statutes are unclear.

Council Member Moore inquired about notifications to the landlords and how much time they have in order to respond. City Attorney JoAnne Carlyle advised the statute says a "reasonable amount of time," but there is no set definition. She noted that it could be quite burdensome to the city especially with the Police Department having to assist the landlord with whatever problems exist. Council Member Moore felt there should be a defined time and Ms. Carlyle advised a defined time could be put in the city's ordinance.

After a thorough review of the statute and many discussions with attorneys and experts at the School of Government, it was determined that the statute does not establish reasonable cause for inspections to be done solely because the property is showing up on a list. Ms. Carlyle noted the 10% does not equal to reasonable cause, but there are other approaches that could be used.

Lori Loosemore, Local Codes Enforcement Manager, advised that she did a drive-by evaluation and looked at 23 houses from the outside exterior and only found three that might have reasonable cause. Mr. McNair reiterated that the Police and Fire Departments can also refer properties when they see substandard conditions inside a house.

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Chairman Golden asked how often staff would be able to do the drive-by inspections. Ms. Loosemore stated with the assumption that staff would get the list once a year, they would have to work it into their work schedule and it would certainly add work load to the inspectors.

He asked if it would still be okay to publish a Top 10% list and Ms. Carlyle advised that it was, but noted the only issue with publishing the list would be the question as to whether or not anyone in those residences at those addresses are protected by the domestic violence laws.

Mr. McNair stated staff would continue to follow up and will report when properties need inspections. He mentioned the map identifying the target areas and shared a map showing distribution of the Top 10%, which identified properties throughout the city. He explained staff does have the ability to update the list, but had to make a change this year because all police departments went from UCR to FBI data as a scoring mechanism for crime.

Staff's recommendation is to go out and monitor these properties to see if there might be reasonable cause, the police and fire personnel will advise if they see any substandard conditions in a house. Staff will also continue to monitor it across the state to see if other jurisdictions have implemented the program.

2019-258 **Update: Proposed Legislation (H.B. 1012) Regarding Minimum Housing Code (Mold and Mildew)**

Lori Loosemore, Local Codes Enforcement Supervisor, apprised the Committee of proposed legislation regarding adding mold and mildew to the Minimum Housing statute that can be adopted into local ordinances for jurisdictions. She noted that the city does get complaints about mold/mildew frequently and although the city does not address or test for mold and mildew, the inspectors do try to find out what might be causing the mold and mildew. Ms. Loosemore pointed out that testing for mold and mildew would be burdensome to the city and could prove to be very costly and add additional work to staff.

Committee Member Peters asked about the possibility of making the management companies for these properties bear the burden of the cost. Ms. Loosemore explained this was not in the statute and noted the burden is on the city.

Deputy City Manager Randy McCaslin asked if this was optional or required. Ms. Loosemore believed it would be optional.

In the case of mold removal or remediation, Chairman Golden asked if the landlords could pass these costs to the renters. Ms. Loosemore explained if the inspectors find any water issues that are causing mold and mildew, they would hold the property owner responsible and require them to make the necessary repairs. She

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felt the burden would really be more on the city from a testing aspect and pointed out there are no guidelines currently for testing.

Committee Member Williams expressed concerns with the possible additional costs for those renters that do not have a lease and are paying rent month-to-month.

Towing Contract

Ms. Loosemore advised that they decided to rebid the Towing contract so it will not commence on July 1st and staff will provide an update at the next meeting. Ms. Carlyle advised there is a nuance in a subsection of the law that may allow the city to tow vehicles from private property even though the vehicle is there with the property owner's permission, so staff will be tweaking the ordinance that was just adopted because it increases the amount of authority that the city has to make the determination of when the vehicles should be removed.

2019-256 **Presentation- Cure Violence Program**

James Adams, President of the High Point branch of the NAACP, shared additional details about the Cure Violence Program. He introduced Rev. Brad Lilley with Peacemakers and the High Point branch of the NAACP; and Dr. Deborah Barnes from the Executive Committee of the State NAACP. He explained this model came out of a conversation from one of the strategy meetings held. Community voices were asking for more to be done about gun violence and to find ways to save our youth. He advised their presentations throughout the community have been positively received and they feel this model can complement other efforts being used in High Point. He pointed out Greensboro and High Point both suffer from an extraordinarily high number of killings and injuries by gun violence and many families and the community continue to suffer.

He explained that the Cure Violence is a model that mimics eradication of diseases throughout the world, is a very effective health model and noted violence has the same patterns as a health epidemic. Using this model, they hope to address violence in the following manner:

1. Protect and interrupt potential violent conflicts;
2. Identify and treat the highest risks;
3. Mobilize the community to change the norm, which takes everybody in the community working together.

Since the model is data driven, he shared some statistics in North America from jurisdictions using the Cure Violence model. The newest model is being used in Durham, NC.

They are asking for High Point to have the opportunity to join Greensboro and Guilford County to effectively address gun violence in our communities. He explained an assessment would be needed which will dictate target areas in High Point, the funds that will be needed to address the target areas.

Following the overview, Mr. Adams entertained questions.

Chairman Golden stated he personally has been gathering questions in the community for the past couple of weeks in anticipation of this meeting.

One of the questions he received was: Are these going to be healthcare workers and interrupters?

Response from Mr. Adams: The model is set up and will be determined by the organization that is chosen to head up the model and if the health department is involved. In Durham the health department actually managed the program. How it is funded and put together will definitely be part of what the community talks about.

Mr. Adams asked Carlvena Foster, Guilford County Commissioner, to expound. She advised the Guilford County Commissioners did meet on May 7th with the Greensboro City Council and they have discussed the program in-depth. They are looking at One Step Further as the agency that will implement the program. She noted that the Greensboro City Council has the program in their budget recommendation and it will be on the Guilford County Commissioners agenda on Thursday, June 6th for action. It will be a one-year contract for about $220,000 a year with an option for a renewal at the end of year one. It is proposed to be a 50/50 split between Greensboro and Guilford County. The funding, if approved, will be used for a program administrator, program assistants, interrupters, and program operations.

Committee Member Peters asked if the funding would be used in High Point as well. Commissioner Foster stated it is her hope that it would be, but it would depend on what High Point decides to do.

Chairman Golden asked if they have reached out to the hospitals in the community to see if they will contribute since it is being based on a healthcare model. Mr. Adams replied that he did send an email to Dr. Hoekstra with Wake Forest Baptist Health, but has not received a response with the information that has been requested

In Mr. Adams' opinion, Cure Violence is what is needed in our community to be proactive in the fight against gun violence. He reiterated that we have a wonderful model with HPCAV doing the after the fact crisis management and felt the Police Chief did a great job in removing a number of weapons off the street. If the City of High Point does not want the Cure Violence model, Mr. Adams asked that the city offer another model that would allow them to be proactive in these efforts.

Chairman Golden pointed out the people doing the shootings in High Point do not live in the Census tracts, they are just passing through. He asked how the Cure Violence Program was the reason for a decrease in the census tracts from the

program in Durham when people are coming in and out from all over the place. Mr. Adams replied this was derived from data and information from their police department. Rev. Brad Lilley explained you would see an overall reduction in shootings/killings and they are aware that the perpetrators are not limited to city limits, tracts, etc…

In vetting the applications for the interrupters, Chairman Golden asked what role background checks would play in the hiring process for these positions and pointed out most would have a criminal history. Mr. Adams explained that some of it is their word and track record and pointed out they need someone committed to effecting change in the community. He noted the interrupters job is to get into the middle of the conflict on both sides and the interrupters will be someone who has had track record in a certain area of the city and sees a need for change. Commissioner Foster stated that One Step Further would be doing the hiring, background checks, and would be trained as interrupters before being put out in the community. Rev. Lilley added that interrupters are people that have the ability to walk into a room of people who are gang members and those that are pulling triggers and they have credibility and can relate with the people because they are personally familiar with their behaviors. They are known and recognized and have a voice. He noted that there are a group of men in the High Point Peacemakers organization that have agreed to be interrupters.

Mr. Adams added that the interrupters stay away from the police for a reason and pointed out the model is not built to snitch, but it is built to prevent. He noted the Cure Violence interrupters would be identified by bright hats, T-shirts, etc….

Council Member Moore asked if there have been any instances where Cure Violence interruptors were mediating at a scene and were arrested where violence erupted and if the police are supposed to stay away in those instances. Mr. Adams replied that on occasion, interrupters might get arrested and provided some examples of situations that have occurred in other jurisdictions using the Cure Violence model.

Willie Davis, a resident of Ward 1 in High Point, asked if One Step Further would also be doing the hiring for the interrupters in High Point. Commissioner Foster pointed out that High Point has not yet committed to be a part of the Cure Violence program.

Committee Member Williams asked if any of the funding for the program would go to the people serving in that group to help them, especially the ones that want to do better and get away from that lifestyle. Mr. Adams explained that's in the second and third component of the Cure Violence Program.

Council Member Williams inquired about the number of staff that would be necessary for the program. Mr. Adams advised that there are seven staff people in Durham, which includes three interrupters.

Committee Member Scarborough commented that people in the drug industry can make much more money by selling and dealing drugs and asked how they would change that. Mr. Adams replied the goal is to change the norm and they need to convey to them that the quick money is not necessarily the best money.

Committee Member Williams asked if there is a community element on a regular basis that works side by side with those that will be on the staff in the Cure Violence program. Rev. Lilley noted a community element is already involved in the High Point Peacemakers; they are involved and support the Cure Violence model. He stressed that it will take the involvement of everybody in the community to make it successful in order to make a difference. Commissioner Foster advised there is a public education component, outreach component, and a faith-based outreach component.

Dr. Deborah Barnes, Chair of the Poverty Committee of the State NAACP, explained that poverty creates a dynamic and most have managed to avoid it. She emphasized that people are driven to make these choices because of the lack of education, nourishment, opportunity. She further explained that the Cure Violence model says to start with those people who understand the reality and have them talk to the people who are caught up in those circumstances so they can find a way to be like most people. She emphasized the community norm is not all "them", but is "us" (the norm) as well. She noted no one ends up in situations like this because that is what they want and stated people keep being forced away with no hope of regaining humanity. She urged High Point to start changing the norm and thinking about these people differently because they are "us." She noted that in many cases, they are "trapped" because we ("us") won't let them out. She suggested this could not be done by persecuting and eliminating them from the mix.

Chairman Golden inquired about the ask on the City of High Point's part. Mr. Adams noted it was uncertain at this point because the assessment has already been done for Greensboro and Guilford County and High Point declined to participate. He stated he was not sure what the exact cost for an assessment for High Point to join these efforts would be, but noted the assessment could be done in a month's time and he will ask if it could possibly be combined with Greensboro's and Guilford County's efforts. Dr. Barnes noted they could come back with a hard number on the cost of an assessment for High Point.

Chairman Golden moved to recommend to the City Council that an assessment be done for High Point. Committee Member Peters made a second to the motion.

For further discussion, Committee Member Williams stated his only concern was about the undisclosed amount for the assessment. Chairman Golden commented that Guilford County should have assessed High Point because High Point is part of Guilford County. Commissioner Foster pointed out a presentation was made to

High Point and there was an ask, but High Point decided not to participate. She further advised that the assessment that was done was for Guilford County and the City of Greensboro to move forward with participation in the Cure Violence program with a 50/50 split; and emphasized it was not a three-way split.

The motion carried by a 4-0 unanimous vote of the Committee.

2019-257 **Update: Tiny House Program**

Scott Jones with the Tiny House Community Development group updated the Committee on the tiny house community that is proposed in High Point, more specifically located at 401 Hay Street. He shared pictures of their logo for High Point Tiny Houses and stated their mission boils down to community—not just one area because they want to diversify their program across the state. Their goal is to provide permanent, safe, and affordable housing. They are an Equal Housing Opportunity and he advised a huge part of their funding (80%) comes from the NC Housing Finance Agency. After providing a brief history on the nonprofit, Tiny House Community Development, Inc. Mr. Jones shared some photos of a tiny house community that was recently completed in Greensboro on a 0.46-acre tract of property consisting of five tiny 288 sq. ft. houses and one 180 sq. ft. tiny home—all of which meet the NC Building Code and they go one step further by building them to Energy Star standards making them very energy efficient.

He proceeded to share some photos of the tiny house community proposed to be located on Hay Street in High Point; the property was donated by Jack Green. Work is beginning and the property is in the rough grading and clearing phase. The property originally had a duplex on it and college students came to High Point to help clean out the structure, as well as clean the property.

Mr. Jones reported that the site plan for the Tiny House Community in High Point has been approved and they are ready to start pulling permits to begin construction. One of the proposed houses has been sponsored and paid for by the High Point Jaycees. There are ten homes proposed on this site. The perimeter homes are 384 sq. ft. (16 x 24) and will be built on insulated, energy-efficient slabs. Two of the houses are single family (parent/child) at 448 sq. ft.

A community garden will also be placed in the middle of the community that will have raised beds and it will be ADA compliant. The landscape along the perimeter has been approved and will incorporate edible landscaping (fruit trees, blueberry and blackberry plants). He advised that the nonprofit will maintain the landscaping/garden on the site. The garden will be maintained by Sustainability Resources Center, another nonprofit that they have partnered with. They have hired a person to go around and maintain the garden and they will work with the community teaching kids and residents in the community at large about gardening (how to cook, plant, harvest, maintain while growing). This person also works with

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several other agencies such as Out of the Garden, The Agriculture Extension office, the Master Gardener's program, etc….

Mr. Jones proceeded to share some interior pictures of the tiny homes built in Greensboro which have vinyl flooring, granite counter tops, sliding glass shower doors.

Committee Member Peters asked about selection of the residents for the tiny houses. Mr. Jones explained they are a partner with the Guilford County Continuum of Care, which is made up of all the agencies that provide shelter and housing, including High Point Housing Authority, Greensboro Housing Authority. They bring resident referrals to the Tiny House Community Development Group. These are individuals who have been through 12 months of case management and ready for independent living. They will have a UNC-G student (an AmeriCorps Vista worker) who will be working with them part-time 25 hours a week for one year providing oversight for the case management.

Mr. Jones noted right now all the tiny homes will be leased, but their goal is to build and sell one to see how it works out. He explained that a UNC-G student led project is underway for a tiny home project at 900 Haywood Street. They will market it and design it and it will be a build-sell. Once it sells, then the Tiny House Community Development group will pay UNC-G for the price of the property.

Mr. Jones shared a timeline for the Hammer Tiny House Community in Greensboro that started in February 2017 and was completed in October 2018. He provided a cost breakdown for the amount spent on developing the tiny houses in Greensboro which totaled $64,384.00. He pointed out since this was the first tiny house development, it took more time to work everything else. The future tiny houses will be built in a shorter amount of time.

He advised that the NC Housing Finance Agency loves what they are doing with the tiny house communities and are committed to the project. He noted the funding would be there to start and finish the project, but the downfall in the process will be trying to raise the additional 20% needed ($132,000); they have raised about $47,000 to date. They will start taking funds from their existing Self Help accounts and will start doing work in High Point. Volunteers will be coming to High Point this Saturday to start working onsite. They are having to find about 15% while continuing fundraising efforts and they are looking for house sponsors, sidewalk sponsors, garden sponsors, etc…. He emphasized that they could go out and borrow the money needed, but stressed that it is about community and support is vital from the community at large because it is important that the community buys into what they are doing.

He shared that Greensboro's costs were based on 1,540 sq. ft. and six houses; High Point will be then houses at 3,968 sq. ft. He advised they plan on getting the tiny houses in High Point up in a fourth of the time that it took in Greensboro if they

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can find the 15% needed. He noted they are trying to find sponsors in High Point that are willing to commit to building these ten houses.

Chairman Golden inquired about the cost of the lease to the tenant. Mr. Jones explained that the tenant would be referred by a shelter agency who has already worked with them and they are qualified for SSI, SSDI, or are receiving some sort of support housing voucher. They will accept whatever that voucher pays (which is essentially based on 40% of their income or whatever is received in housing support). He further explained there will be one master water meter with individual utility meters and the nonprofit will be responsible for the cost of utilities.

He stated they would be removing three large trees that have reached their life expectancy at the High Point site and they would like to upfit/upgrade the corner of Hoover/Hay and put in a nice bus stop (covered, lit, and convenient to the residents).

The Committee thanked Mr. Jones for the work that the Tiny House Community Development Group is doing in High Point and other areas as well.

COLTRANE PLANNING COMMITTEE

Chairman Golden requested the following names be added to the Coltrane Planning Committee.

- ✓ Bernita Sims
- ✓ Kimberly Mozingo

The Committee was in agreement that these individuals be added.

There being no further business to discuss, the meeting adjourned at 11:50 a.m. upon motion duly made and seconded.

Respectfully submitted,

_____

Lisa B. Vierling, City Clerk

_____

Jeff Golden, Chairman

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CITY OF HIGH POINT
AGENDA ITEM

Title: Appointments/Reappointments – Theatre Advisory Board

From: City Clerk's Office

Meeting Date: June 17, 2019

Public Hearing: N/A

Advertising Date / Advertised By: N/A

Attachments: **A**pplications

PURPOSE:
To reappoint Ken Mickey to the Theatre Advisory Board and appoint Leslie Graham to the Theatre Advisory Board

BACKGROUND:
Council Member Wesley Hudson, Council Liaison to the Theatre Advisory Board, is recommending the following appointments/reappointments to the Theatre Advisory Board.

Reappointment of Ken Mickey. Appointment will be effective immediately and will expire 6/1/2022.

Appointment of Leslie Graham. Appointment will be effective immediately and will expire 6/1/2022. Ms. Graham will be replacing George Harris whose term has expired.

BUDGET IMPACT:
N/A

RECOMMENDATION / ACTION REQUESTED:
Council is requested to confirm the reappointment of Ken Mickey and the appointment of Leslie Graham to the Theatre Advisory Board.

Profile

LESLIE
First Name

GRAHAM
Last Name

lgraham@pricecompro.com
Email Address

1738 N Hamilton St #D
Street Address

Suite or Apt

High Point
City

NC
State

27262
Postal Code

What district do you live in? *

☑ Within High Point Corporate Limits

Home: (336) 655-4268
Primary Phone

Mobile: (336) 878-7554
Alternate Phone

Ed Price&Associates-Price Commercial-HPC Property Mgmt
Employer

Which Boards would you like to apply for?

Theatre Advisory Commission: Submitted

1
Ward you reside in?

Interests & Experiences

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

Work: Ed Price & Associates Realtors & Open Door Ministries; with both, I have been actively involved in the community Currently Volunteer: HP Theatre, Reading Connections

LEG_Resume_03122019.docx
Upload a Resume

Have you participated in Leadership High Point?

◉ Yes ○ No

2011
If yes, please list the year in which you participated in Leadership High Point:

Gender

- [x] Female

LESLIE E. GRAHAM

Mobile (336) 655-4268

Lgraham1738d@gmail.com

REAL ESTATE // PROPERTY MANAGEMENT // EXECUTIVE ASSISTANT

SKILLS

LICENSES

- State of North Carolina Real Estate Broker
- State of North Carolina Notary Public

ORGANIZATIONAL SKILLS

- Project Management
- Program Development
- Strategic Planning
- Building Relationships
- Real Estate Analysis
- Non-profit Marketing Techniques
- Coordinating Volunteers
- Leadership and Management
- Public Speaking
- Oral Communication

RELEVANT EXPERIENCE

PRICE COMMERCIAL PROPERTIES/HPC PROPERTY MANAGEMENT, High Point, NC

Director of Business Development/Executive Assistant: August 2017-present

- Provide administrative and executive assistant duties to the President, CFO, and Broker-In-Charge of commercial real estate and property management companies.
- Create, organize, and maintain documentation and records in accordance with NC Real Estate Commission regulations, rules, and doctrines and company policy.
- Represents company at local community and civic activities and events.

OPEN DOOR MINISTRIES OF HIGH POINT, INC., High Point, NC

Director of Donor Services/Executive Assistant: May 2008-August 2017

- Establish and manage donor relations program that tracks donations, acknowledgments, and recognitions.
- Maintain on-going communications and continued cultivation of past and current donors.
- Collaborate with Agency Board of Directors and Advisory Board to create unique programs and materials to increase donors and donor database.
- Represent the Agency and local United Way as a Loaned Executive during the United Way of Greater High Point Corporate Campaign and Appeal.
- Provided leadership with fundraising, development and administrative leadership in all day-to-day operations of the Agency.
- Prepare and present marketing and networking endeavors and fundraising development presentations and communications.
- Supervise, lead and schedule administrative staff and volunteers and customer relation activities.

ED PRICE & ASSOCIATES, REALTORS, High Point, NC

Executive Assistant: June 2003-April 2008

- Provided administrative and assistant duties to the President, CFO, and Broker-In-Charge of residential and commercial real estate property.
- Created, organized, and maintained documentation and records in accordance with NC Real Estate Commission regulations, rules, and doctrines and company policy.
- Planned and scheduled appointments, meetings, and travel arrangements for President.
- Performed three years of rotational on-site sales duty at company-represented subdivisions and work sites.
- Represented company at local community and civic activities and events.

LESLIE E. GRAHAM

Mobile (336) 655-4268

Lgraham1738d@gmail.com

REAL ESTATE // PROPERTY MANAGEMENT // EXECUTIVE ASSISTANT

BOARD MEMBERSHIP AND ACTIVITIES

- High Point Theatre
- American Red Cross
- Cornerstone Healthcare Foundation
- Fireman's Relief Fund
- Reading Connections
- EV Homeowners Association Board of Directors
- Maranatha Fellowship Church
- (former) Habitat for Humanity
- (former) The ARC of High Point
- (former) Mental Health Associates of the Triad
- (former) The Alzheimer's Association
- (former) American Cancer Society
- (former) Leslie's House - emergency/crisis shelter for homeless women

EDUCATION

UNIVERSITY OF CONNECTICUT, Storrs, CT

GUILFORD TECHNICAL COMMUNITY COLLEGE, Jamestown, NC

CITY OF HIGH POINT
AGENDA ITEM

Title: **Resolution of Intent for a Voluntary Contiguous Annexation**
Annexation 18-08 (Motsinger Family Trust)

From: Lee Burnette, Planning & Development Director

Meeting Date: February 4, 2019

Public Hearing: No

Advertising Date: Not applicable

Advertised By: Not applicable

Attachments:
A. Resolution of Intent for Annexation Case 18-08
B. Map of property proposed to be annexed

PURPOSE:
Approval of a Resolution of Intent that establishes a public hearing date of February 18, 2019, to consider a voluntary contiguous annexation of an approximate 47-acre parcel. The site is lying along the east side of Kendale Road, approximately 2,000 feet north of Skeet Club Road, opposite Sawyers Lane. The property is also known as Guilford County Tax Parcel 0171235.

BACKGROUND:
Resolution of Intent for Annexation Case 18-08 is enclosed.

BUDGET IMPACT:
There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:
Staff requests City Council set a public hearing date of Monday, February 18, 2019, to hear this case.

PUBLISH ONCE: Friday, 8, 2019

RESOLUTION TO ESTABLISH A PUBLIC HEARING DATE FOR VOLUNTARY CONTIGUOUS ANNEXATION (AN-18-08)

WHEREAS, the City Council has been petitioned to annex the property of Scott Motsinger, Tammy Motsinger and Jay Stephen Motsinger as trustee of Motsinger Family Trust under Will of Wesley Motsinger. The proposed annexation site is approximately 47 acres, and lying along the east side of Kendale Road, approximately 2,000 feet north of Skeet Club Road, opposite Sawyers Lane (4402 Kendale Road) and is also known as Guilford County Tax Parcel 0171235.

WHEREAS, the City Clerk is in receipt of said petition and has determined its sufficiency in accordance with G.S. 160A-31;

NOW, THEREFORE BE IT RESOLVED, THAT THE CITY COUNCIL establishes Monday, February 18, 2019, at 5:30 p.m., in the Council Chambers in the Municipal Building at 211 South Hamilton Street, High Point, North Carolina, as the date for the public hearing regarding the requested annexation.

Any interested party will be permitted to be heard at the public hearing. The meeting facilities of the City of High Point are accessible to people with disabilities. If you need a special accommodation, call (336) 883-3298 or the TDD# (336) 883-8517.

Following the public hearing, the City Council shall have authority to adopt an ordinance annexing the territory described in the petition. The City Council shall have authority to make the annexing ordinance effective immediately or on any specified date within six (6) months from date of passage of ordinance.

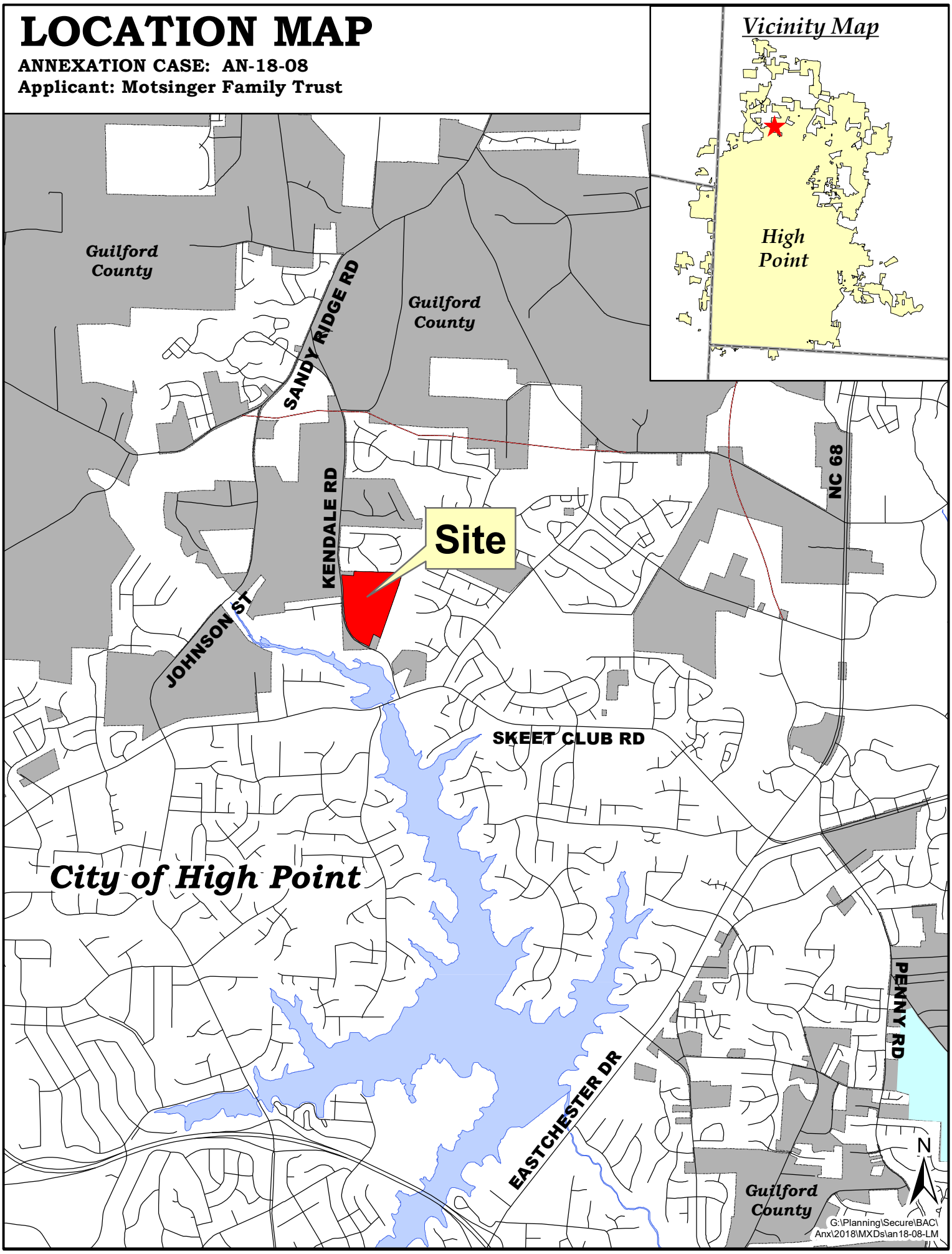
Further information pertaining to this request is available for public inspection upon request at the Planning and Development Department in the Municipal Office Building, 211 South Hamilton Street, Room 316, High Point, North Carolina, (336) 883-3328 or FAX (336) 883-3056.

By order of the City Council,
This the 4th day of February 2019

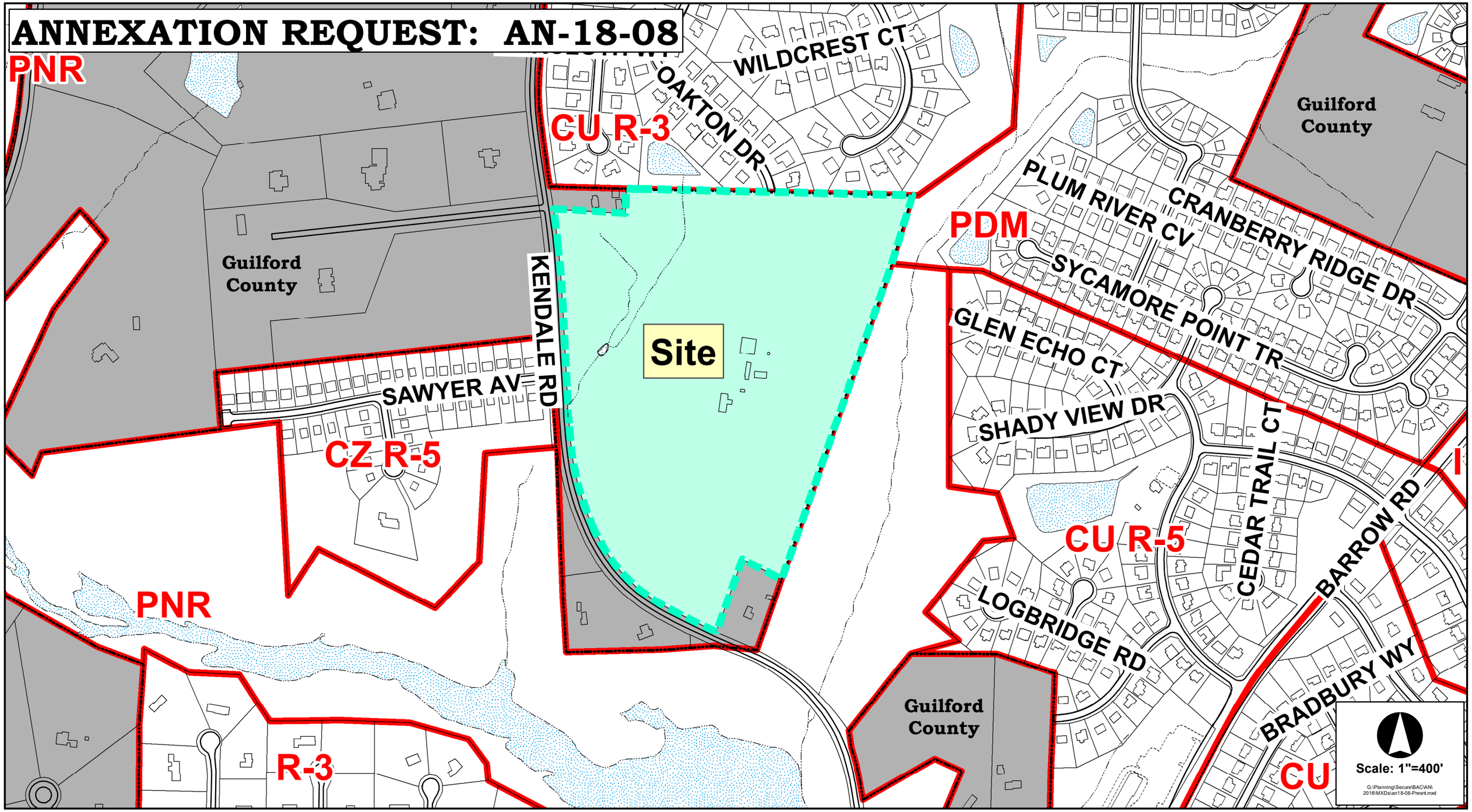
Lisa B. Vierling, City Clerk

LOCATION MAP

ANNEXATION CASE: AN-18-08
Applicant: Motsinger Family Trust



ANNEXATION REQUEST: AN-18-08



BK: R 8169
PG: 2632-2635
RECORDED:
07-01-2019
10:46:06 AM
BY: MARY JANE YATES
DEPUTY-HP
2019033922
GUILFORD COUNTY, NC
JEFF L. THIGPEN
REGISTER OF DEEDS
NC FEE $26.00

p/u: City of HP

AN ORDINANCE EXTENDING THE CITY LIMITS OF THE CITY OF HIGH POINT

WHEREAS, The City of High Point has been petitioned under G.S. 160A-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, The City of High Point has adopted a resolution under G.S. 160A-31, stating its intent to annex the area described herein; and,

WHEREAS, a public hearing on this annexation was held at the Municipal Building at 211 S. Hamilton Street, High Point North Carolina at 5:30 p.m. on the 17tht day of June, 2019, after due notice; 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. That by virtue of the authority granted by G.S. 160A-31 as amended, the following described contiguous property owned by the City of High Point is hereby annexed, and made a part of the City of High Point as of **June 17, 2019.**

Annexation Case 19-03 (AN-19-03) – City of High Point
Guilford County Tax parcel 161079. Being located in Jamestown Township, Guilford County, North Carolina and described as follows:

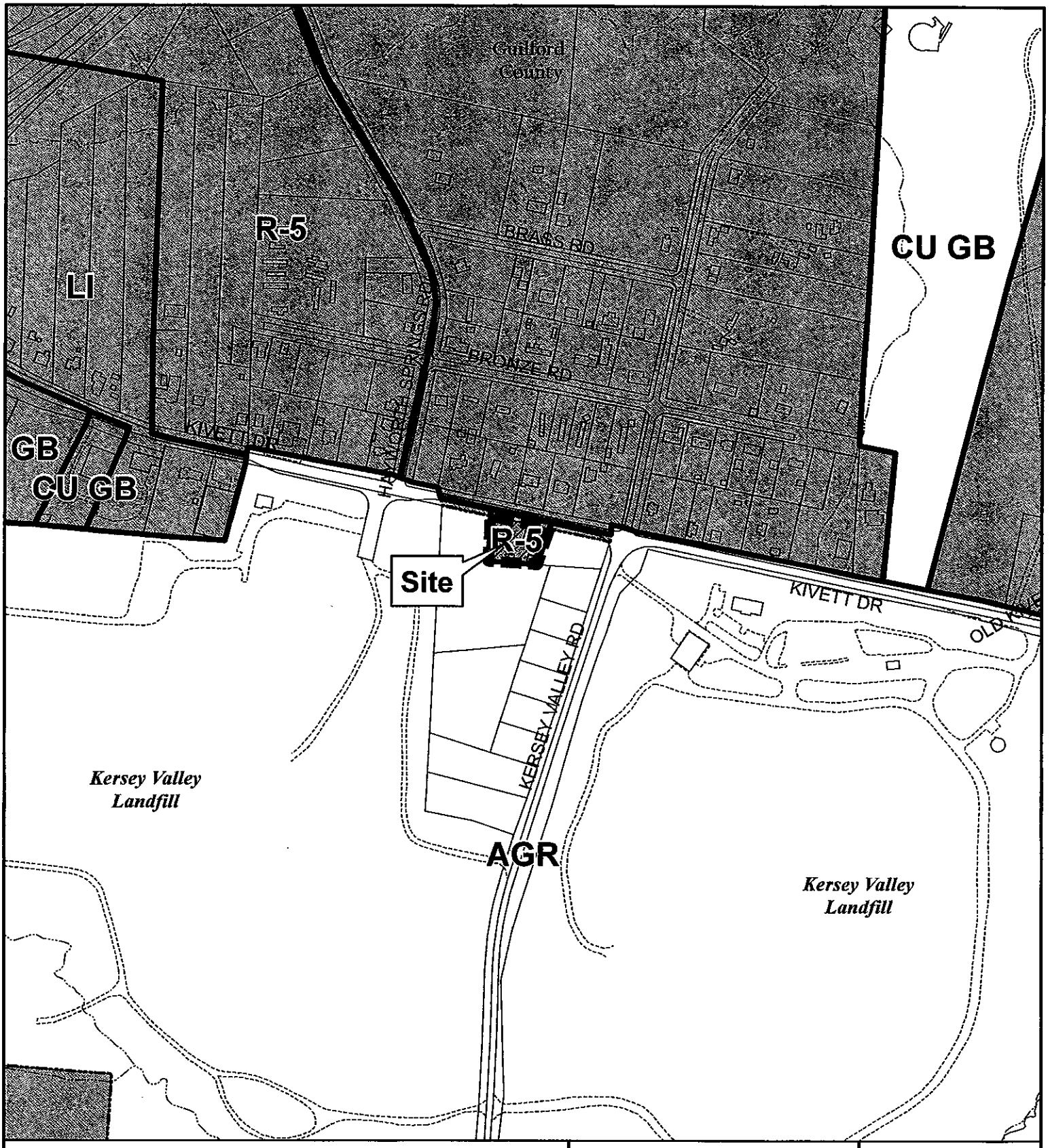
Beginning at a new iron pin set marking the northwest most corner of the City of High Point property as described in deed book 6804, page 1694, and being the northeast most corner of the City of High Point property as described in deed book 8085, page 1304, said point also being in the southern right of way of Kivett Drive; thence South 20 Degrees, 10 Minutes, 27 Seconds

West, 117.54 feet, to an existing iron pin found in a north line of the City of High Point property as described in deed book 5850, page 614; thence the following two calls with the City of High Point property as described in deed book 5850, page 614 (1) North 83 Degrees, 58 Minutes, 53 Seconds West, 149.38 feet, to an existing iron found, (2) North 4 Degrees, 54 Minutes, 56 Seconds East, 139.82 feet, to an existing iron pin found being the northwest most corner of that property described in deed book 8085, page 1304; thence with the southern margin of Kivett Drive, South 75 Degrees, 51 Minutes, 15 Seconds East, 182.65 feet, to the Point and Place of Beginning containing 0.485 acres, more or less.

SECTION 2. That upon and after the effective date of the annexation the foregoing property and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of High Point, and shall be entitled to the same privileges and benefits as other parts of the City of High Point. Said territory shall be subject to municipal taxes according to G.S. 160A-31.

SECTION 3. That the Mayor of the City of High Point shall cause to be recorded in the Office of the Register of Deeds for Guilford County and in the Office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1, thereof, together with a duly certified copy of this ordinance.

Adopted by City Council,
this the **17th** day of **June, 2019**
Lisa B. Vierling, City Clerk



ANNEXATION REQUEST AN-19-03

Applicant: City of High Point
Area: 0.485 acres (approximate)

Existing Zoning Boundary
Subject Property Boundary

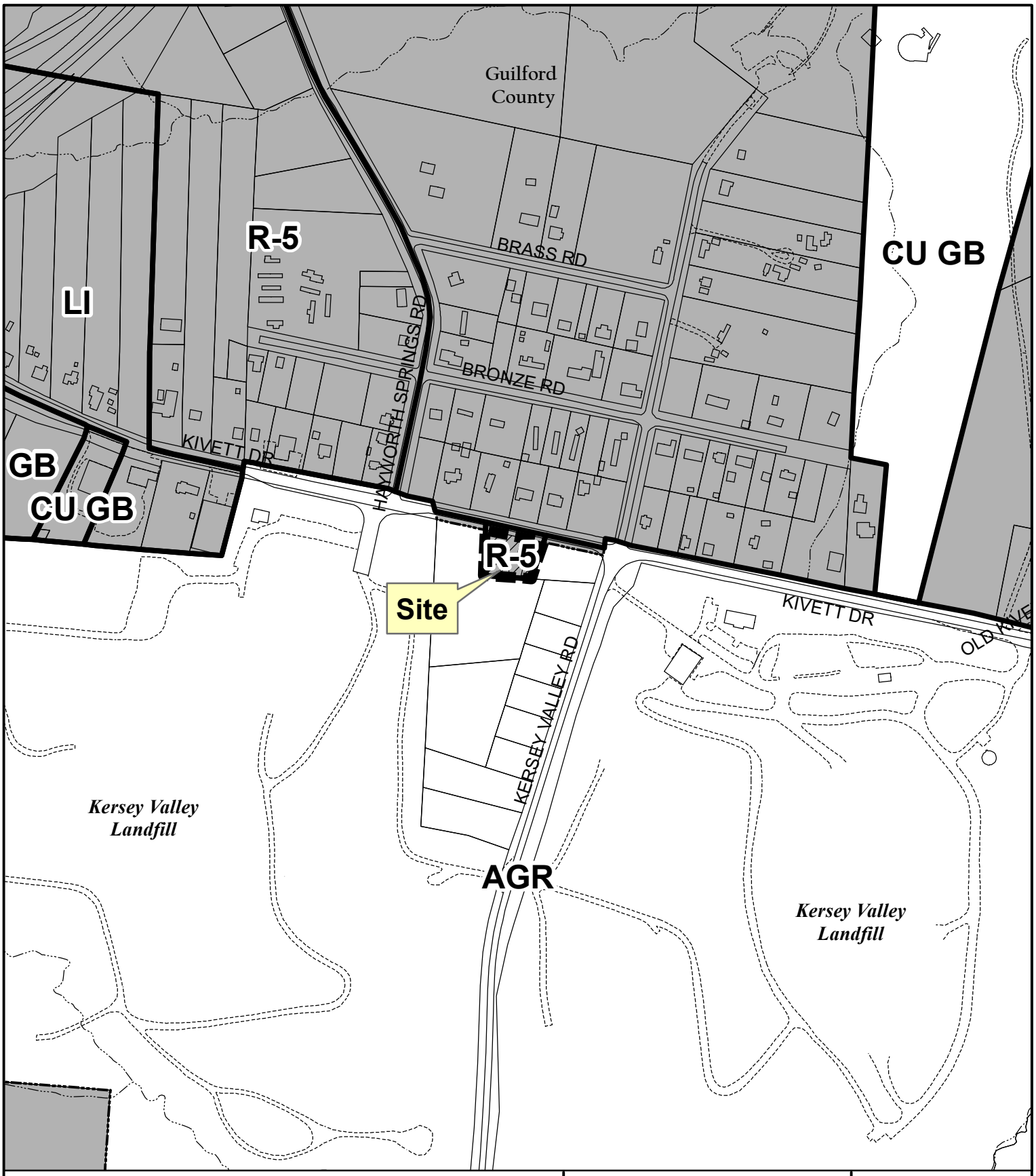
Planning & Development Department

City of High Point

N

Scale: 1'=400'

G:\Planning\Secure\BAC\Anx\2019\MXDs\an-19-03



ANNEXATION REQUEST AN-19-03

Applicant: City of High Point
Area: 0.485 acres (approximate)

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

Planning & Development Department

City of High Point

N

Scale: 1'=400'

G:\Planning\Secure\BAC\Anx\2019\MXDs\an-19-03

City Clerk's Office

Mary Brooks
DEPUTY CITY CLERK

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

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

Certification

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, do hereby certify that the foregoing is a true and accurate Ordinance adopted by the City Council in official Session on June 17, 2019 and upon approval by City Council will be recorded in Book 94 of the Official Minute Books and Ordinance Book XX, Ordinance No. 7537/19-54, page 166 of this City, under my care, custody and control. As of this date, action to adopt said Ordinance has not been amended, rescinded or repealed and is in full force and effect.

WITNESS my hand and the Corporate Seal of the City of High Point, the 25th day of June 2019.

Lisa B. Vierling
Lisa B. Vierling, City Clerk

City of High Point North Carolina

ACKNOWLEDGEMENT

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

WITNESS my hand and official Notarial Seal, this 25th day of June 2019.

Mary S Brooks
Mary S. Brooks, Notary Public

MARY S BROOKS
NOTARY PUBLIC
GUILFORD COUNTY, NC
My Commission Expires 7-26-2023

Commission Expires: 7/26/2023

PB 200 PG 103

I, James B. Stephens, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 8085, page 1304); that the boundaries not surveyed are clearly indicated as drawn from information found in Book AS , page NOTED ; that the ratio of precision as calculated is 1:10,000; that this plat was prepared in accordance with G. S. 47-30 as amended.

Witness my original signature, license number and seal this 20th day of JUNE, 2019.

Seal

NORTH CAROLINA REGISTERED SEAL L-3348 LAND SURVEYOR JAMES B. STEPHENS

Professional Land Surveyor

L-3348
License Number

I, JAMES B. STEPHENS, PLS, certify per G.S. 47-30(f)(11)d. That the survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exemption or exception to the definition of subdivision.

The Annexation Ordinance for this property was approved by High Point City Council on JUNE 17, 2019 with the effective date of annexation being JUNE 17, 2019 and the following ordinance number 7537/19-54

SIGNED: _____ MAYOR

No Approval is Required by NCDOT

This plat does not require certificate of approval by the N.C. Division of Highways as provided in G.S.136-102.6, Subsection (g).

NOTES
1 – DEED REFERENCE – DEED BOOK 8085, PAGE 1304.

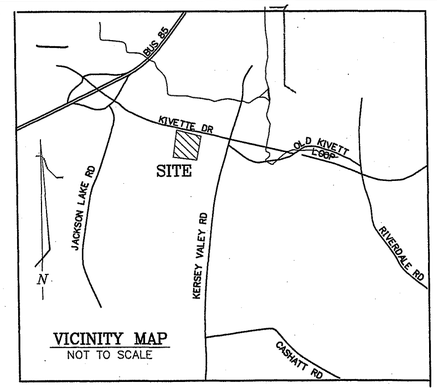
2 – NO UTILITIES OR IMPROVEMENTS WERE LOCATED FOR THIS SURVEY.

3 – THIS PROPERTY IS SUBJECT TO ANY EASEMENTS, RIGHTS OF WAY OR OTHER FACTS THAT MAY BE DISCLOSED BY COMPLETE TITLE SEARCH.

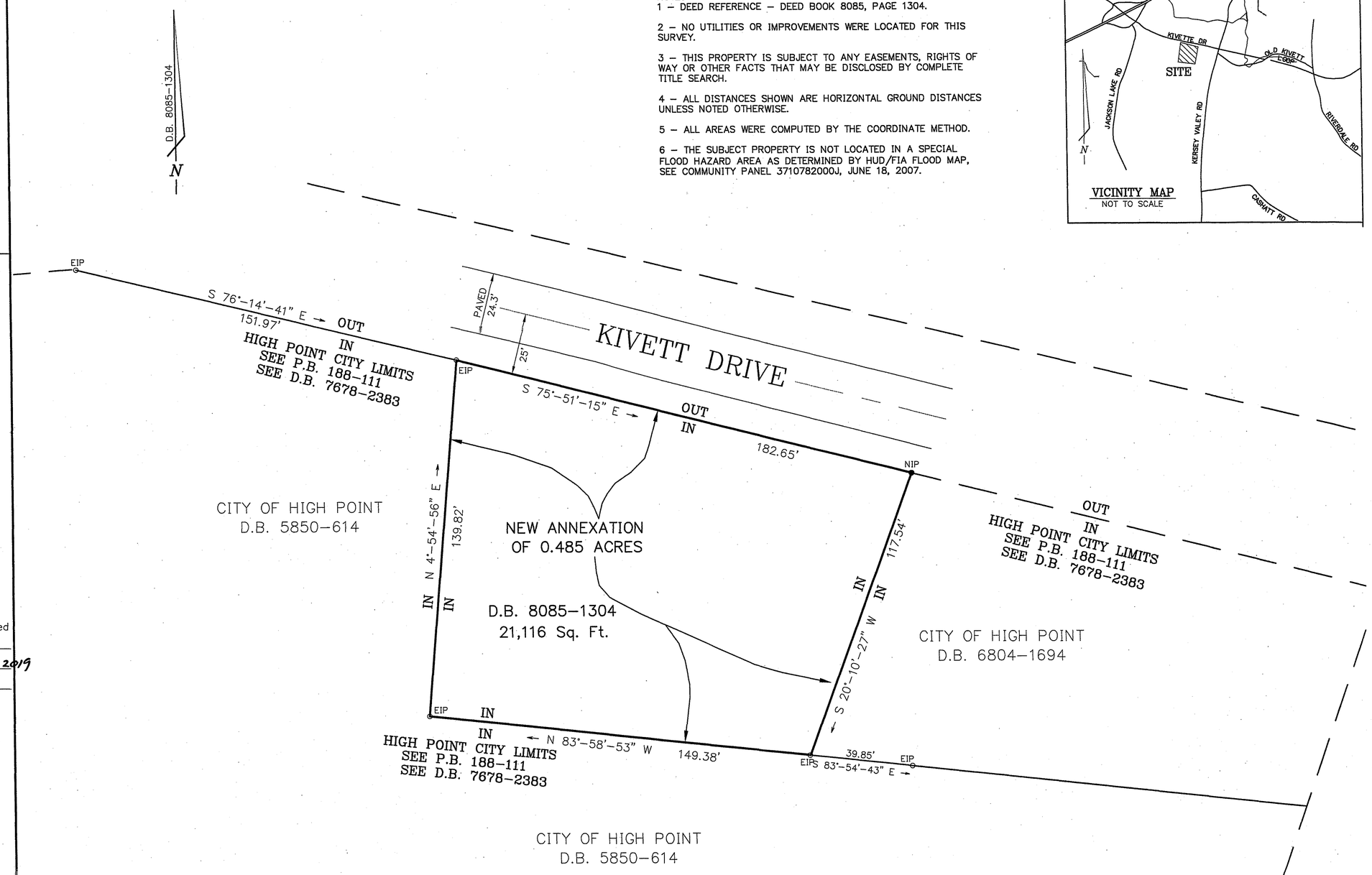
4 – ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES UNLESS NOTED OTHERWISE.

5 – ALL AREAS WERE COMPUTED BY THE COORDINATE METHOD.

6 – THE SUBJECT PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY HUD/FIA FLOOD MAP, SEE COMMUNITY PANEL 3710782000J, JUNE 18, 2007.



VICINITY MAP
NOT TO SCALE



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BY: MARY JANE YATES
DEPUTY-HP

2019033924
GUILFORD COUNTY, NC
JEFF L. THIGPEN
REGISTER OF DEEDS

NC FEE $21.00

Book 200 Page 103

LEGEND

○ EIP	EXISTING IRON PIN FOUND	□CM	CONCRETE MONUMENT
● NIP	NEW IRON PIN SET	○R/W DISK	RIGHT OF WAY DISK
℄	CENTERLINE	⊠	UTILITY POLE
R/W	RIGHT-OF-WAY	□CB	CATCH BASIN
Sq. Ft.	SQUARE FEET	□GM	GAS METER
D.B.	DEED BOOK	⊗GV	GAS VALVE
P.B.	PLAT BOOK	○MH	MANHOLE
P.P.	POWER POLE	○SSMH	SANITARY SEWER MANHOLE
RCP	REINFORCED CONCRETE PIPE	○SDMH	STORM DRAIN MANHOLE
FES	FLARED END SECTION	□YI	YARD INLET
CMP	CORRUGATED METAL PIPE	□CB	CATCH BASIN
PDA	PROTECTED DRAINAGE AREA	◇HYD	FIRE HYDRANT
D.M.U.E.	DRAINAGE MAINTENANCE & UTILITY EASEMENT	○WELL	WELL

Owner:
CITY OF HIGH POINT
PO BOX 230
HIGH POINT, NC 26261

CITY OF HIGH POINT PUBLIC SERVICES DEPARTMENT
ASSISTANT DIRECTOR: ROBBY STONE
PHONE: (336) 883-3215

ANNEXATION MAP FOR
#3810 KIVETT DRIVE
JAN. 22, 2019
Jamestown Township, Guilford County
High Point, North Carolina

30' 20' 10' 0 30' 60'
SCALE: 1" = 30'

JAMESTOWN ENGINEERING GROUP, INC.
117 EAST MAIN STREET
P.O. BOX 365
JAMESTOWN, N.C 27282
Telephone (336) 886-5523

C-0626

DATE JAN. 22, 2019 SCALE 1"=30'
JOB No. 2018130
SURVEY BY J.D.T. PLATTED BY J.B.S.

JEG inc.

SHEET NO. 1 OF 1

2018130-ANNEX.DWG

P/L: City of DSP

2018130

CITY OF HIGH POINT
AGENDA ITEM

Title:
1. Resolution Directing the Publication of Notice of Intention to Apply to the Local Government Commission for Approval of Bonds.
2. Resolution Making Certain Statements of Fact Concerning Proposed Bond Issue and Authorizing the Application with the Local Government Commission.

From: Bobby D. Fitzjohn, Financial Services Director

Meeting Date: June 17, 2019

Public Hearing: No

Advertising Date / Advertised By: N/A -

Attachments: Resolution Notice of Intent
Resolution LGC Application

PURPOSE:
The City Council is required by the NC Local Government Commission to make certain findings and initiate certain actions in order to authorize the issuance of General Obligation Bonds pursuant to a voter referendum to be held on November 5, 2019, as follows:

June 17, 2019
The first step in the authorization process involves the adoption of a resolution by the City Council finding that 1) the bonds are necessary for the City, 2) the proposed principal amount of the bonds is adequate and not excessive, 3) the City's debt management procedures and fiscal policies are carried out in compliance with applicable law and 4) any increase in taxes to service the bonds will not be excessive. The resolution will also authorize the Finance Director to file an application for approval of the bonds with the Local Government Commission.

July 15, 2019
The second step will involve actions to be taken by City Council to introduce individual bond orders, by purpose (first reading), for the issuance of General Obligation Bonds and to call for a public hearing on the bond orders.

August 19, 2019
The third and final step requires the City Council to hold a public hearing on the bond orders, approve the bond orders (second reading) and to vote on the calling of a voter referendum on the bonds.

BACKGROUND:
This referendum will fund various projects within the adopted FY 2020-2024 Capital Improvement Plan. The proposed bond orders are summarized by purpose in the attached resolution.

BUDGET IMPACT:
The proposed referendum will authorize up to $50 million in bonds. No increase in property taxes are anticipated to pay the debt service for the bonds authorized in this referendum.

RECOMMENDATION / ACTIONS REQUESTED:
It is recommended that the City Council approve the attached resolutions making certain findings related to the authorization and issuance of bonds of the City and filing of an application for said bonds with the Local Government Commission.

EXTRACTS FROM MINUTES OF CITY COUNCIL

* * *

A regular meeting of the City Council of the City of High Point, North Carolina (the "*City Council*") was duly held in the Council Chambers of the Municipal Building located at 211 South Hamilton Street in High Point, North Carolina, the regular place of meeting, at 5:30 p.m. on June 17, 2019:

Members Present:

Members Absent:

* * * * * *
* * *.

Councilmember _____introduced the following resolution, a summary of which had been provided to each Councilmember, a copy of which was available with the City Clerk and which was read by title:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGH POINT, NORTH CAROLINA DIRECTING THE PUBLICATION OF NOTICE OF INTENTION TO APPLY TO THE LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF BONDS

WHEREAS, the City Council (the "*City Council*") of the City of High Point, North Carolina (the "*City*") is considering the issuance of general obligation bonds of the City which shall be for the following purposes and in the following maximum amounts:

> $22,000,000 of bonds to pay capital costs of providing streets and sidewalks, including without limitation bridges, viaducts, causeways, overpasses, underpasses, alleys and bicycle lanes; paving, grading, resurfacing, and widening streets; sidewalks, curbs and gutters, culverts, and drains; traffic controls, signals, and markers; lighting; and grade crossings and the elimination thereof and grade separations; streetscaping, landscaping and pedestrian improvements; transit stop improvements; and the acquisition of land therefor;
>
> $21,500,000 of bonds to pay capital costs of providing for the acquisition, construction, renovation, improvement, expansion, furnishing and equipping of parks and recreation facilities, including without limitation senior centers, athletic fields, parks, playgrounds,

recreation centers, shelters and pool facilities and the acquisition of land therefor;

$6,500,000 of bonds to pay capital costs of providing housing projects for the benefit of persons of low income, or moderate income, or low and moderate income, including without limitation construction or acquisition of projects to be owned by a city or housing authority, and loans, grants, interest supplements and other programs of financial assistance to persons of low income, or moderate income, or low and moderate income, and developers of housing for persons of low income, or moderate income, or low and moderate income, and the acquisition of land therefor.

NOW, THEREFORE, BE IT RESOLVED by the City Council that the City Clerk is hereby directed to cause a copy of the "NOTICE OF INTENTION TO APPLY TO THE LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF BONDS" to be published in a newspaper of general circulation in the City.

BE IT FURTHER RESOLVED that this Resolution shall become effective on the date of its adoption.

PASSED, ADOPTED AND APPROVED this 17th day of June, 2019.

STATE OF NORTH CAROLINA	)	
	)	ss:
CITY OF HIGH POINT	)	

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of so much of the proceedings of the City Council as it relates to a resolution entitled "**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGH POINT, NORTH CAROLINA DIRECTING THE PUBLICATION OF NOTICE OF INTENTION TO APPLY TO THE LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF BONDS**" duly adopted by the City Council of the City of High Point, North Carolina, at a meeting held on the 17th day of June, 2019 and that such proceedings are to be recorded in the minute books of said City Council.

WITNESS my hand and the seal of the City of High Point, North Carolina, this the ___ day of _____, 2019.

_____
City Clerk
City of High Point, North Carolina

(SEAL)

NOTICE OF INTENTION TO APPLY TO THE
LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF BONDS

NOTICE IS HEREBY GIVEN of intention of the undersigned to file application with the Local Government Commission, Raleigh, North Carolina for its approval of the issuance of general obligation bonds of the City of High Point, North Carolina which shall be for the following purposes and in the following maximum amounts:

> $22,000,000 of bonds to pay capital costs of providing streets and sidewalks, including without limitation bridges, viaducts, causeways, overpasses, underpasses, alleys and bicycle lanes; paving, grading, resurfacing, and widening streets; sidewalks, curbs and gutters, culverts, and drains; traffic controls, signals, and markers; lighting; and grade crossings and the elimination thereof and grade separations; streetscaping, landscaping and pedestrian improvements; transit stop improvements; and the acquisition of land therefor;
>
> $21,500,000 of bonds to pay capital costs of providing for the acquisition, construction, renovation, improvement, expansion, furnishing and equipping of parks and recreation facilities, including without limitation senior centers, athletic fields, parks, playgrounds, recreation centers, shelters and pool facilities and the acquisition of land therefor;
>
> $6,500,000 of bonds to pay capital costs of providing housing projects for the benefit of persons of low income, or moderate income, or low and moderate income, including without limitation construction or acquisition of projects to be owned by a city or housing authority, and loans, grants, interest supplements and other programs of financial assistance to persons of low income, or moderate income, or low and moderate income, and developers of housing for persons of low income, or moderate income, or low and moderate income, and the acquisition of land therefor.

Any citizen or taxpayer of the City of High Point, North Carolina objecting to the issuance of any or all of said bonds, within seven (7) days after the date of publication of this notice, may file with the Local Government Commission, 3200 Atlantic Avenue, Longleaf Building, Raleigh, NC 27604, Attention: Secretary, and with the undersigned, a written statement setting forth each objection to the proposed bond issue and such statement shall contain the name and address of the person filing it.

CITY OF HIGH POINT, NORTH CAROLINA

/s/ Lisa B. Vierling
City Clerk
City of High Point, North Carolina

EXTRACTS FROM MINUTES OF CITY COUNCIL

* * *

A regular meeting of the City Council of the City of High Point, North Carolina (the "*City Council*") was duly held in the Council Chambers of the Municipal Building located at 211 South Hamilton Street in High Point, North Carolina, the regular place of meeting, at 5:30 p.m. on June 17, 2019:

Members Present:

Members Absent:

* * * * * *
* * *.

Councilmember _____introduced the following resolution, a summary of which had been provided to each Councilmember, a copy of which was available with the City Clerk and which was read by title:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGH POINT, NORTH CAROLINA MAKING CERTAIN STATEMENTS OF FACT CONCERNING PROPOSED BOND ISSUE AND AUTHORIZING THE APPLICATION TO THE LOCAL GOVERNMENT COMMISSION

WHEREAS, the City Council (the "*City Council*") of the City of High Point, North Carolina (the "*City*") is considering the issuance of general obligation bonds of the City which shall be for the following purposes and in the following maximum amounts:

> $22,000,000 of bonds to pay capital costs of providing streets and sidewalks, including without limitation bridges, viaducts, causeways, overpasses, underpasses, alleys and bicycle lanes; paving, grading, resurfacing, and widening streets; sidewalks, curbs and gutters, culverts, and drains; traffic controls, signals, and markers; lighting; and grade crossings and the elimination thereof and grade separations; streetscaping, landscaping and pedestrian improvements; transit stop improvements; and the acquisition of land therefor;
>
> $21,500,000 of bonds to pay capital costs of providing for the acquisition, construction, renovation, improvement, expansion, furnishing and equipping of parks and recreation facilities, including without limitation senior centers, athletic fields, parks, playgrounds, recreation centers, shelters and pool facilities and the acquisition of land therefor;

$6,500,000 of bonds to pay capital costs of providing housing projects for the benefit of persons of low income, or moderate income, or low and moderate income, including without limitation construction or acquisition of projects to be owned by a city or housing authority, and loans, grants, interest supplements and other programs of financial assistance to persons of low income, or moderate income, or low and moderate income, and developers of housing for persons of low income, or moderate income, or low and moderate income, and the acquisition of land therefor.

WHEREAS, certain findings of fact by the City Council must be presented to enable the Local Government Commission of the State of North Carolina to make certain determinations as set forth in Section 159-52 the North Carolina General Statutes, as amended.

NOW, THEREFORE, BE IT RESOLVED that the City Council, meeting in open session on the 17th day of June, 2019, has made the following factual findings in regard to this matter:

A. ***Facts Regarding Necessity of Proposed Financing.*** The proposed bonds are necessary and expedient to pay (1) capital costs of providing streets and sidewalks, including without limitation bridges, viaducts, causeways, overpasses, underpasses, alleys and bicycle lanes; paving, grading, resurfacing, and widening streets; sidewalks, curbs and gutters, culverts, and drains; traffic controls, signals, and markers; lighting; and grade crossings and the elimination thereof and grade separations; streetscaping, landscaping and pedestrian improvements; transit stop improvements; and the acquisition of land therefor, (2) capital costs of providing for the acquisition, construction, renovation, improvement, expansion, furnishing and equipping of parks and recreation facilities, including without limitation senior centers, athletic fields, parks, playgrounds, recreation centers, shelters and pool facilities and the acquisition of land therefor, and (3) capital costs of providing housing projects for the benefit of persons of low income, or moderate income, or low and moderate income, including without limitation construction or acquisition of projects to be owned by a city or housing authority, and loans, grants, interest supplements and other programs of financial assistance to persons of low income, or moderate income, or low and moderate income, and developers of housing for persons of low income, or moderate income, or low and moderate income, and the acquisition of land therefor.

B. ***Facts Supporting the Amount of Bonds Proposed.*** The sums estimated for these bonds are adequate and not excessive for the proposed purposes. Estimates for the proposed construction and improvements have been carefully analyzed and determined by persons knowledgeable about the construction and improvements.

C. ***Past Debt Management Procedures and Policies.*** The City's debt management procedures and policies are good and have been carried out in compliance with law. The City employs a Finance Officer to oversee compliance with applicable laws relating to debt management. The City Council requires annual audits of City finances. In connection with these audits, compliance with laws is reviewed. The City is not in default in any of its debt service obligations. The City Attorney reviews all debt-related documents for compliance with laws.

D. ***Past Budgetary and Fiscal Management Policies.*** The City's budgetary and fiscal management policies have been carried out in compliance with laws. Annual budgets are closely reviewed by the City Council before final approval of budget ordinances. Budget amendments changing a function total or between functions are presented to the City Council at regular City Council meetings. The Finance Officer presents financial information to the City Council which shows budget to actual

comparisons annually and otherwise as the City Manager deems necessary or as a member of the City Council may request.

E. ***Increase in Taxes; Retirement of Debt.*** The increase in taxes, if any, necessary to service the proposed debt will not be excessive. The schedule for issuance anticipates issuing all of the bonds in one or more series during the seven years following the adoption of the bond orders.

F. ***Marketing of Bonds.*** The proposed bonds can be marketed at reasonable rates of interest.

BE IT FURTHER RESOLVED that the City Council hereby authorizes and directs the City Manager and the Finance Officer of the City, individually and collectively, to file with the Local Government Commission an application for its approval General Obligation Streets and Sidewalk Bonds, General Obligation Parks and Recreation Bonds and General Obligation Housing Bonds hereinbefore described, on a form prescribed by said Commission, and (1) to request in such application that said Commission approve the City's use of Parker Poe Adams & Bernstein LLP, as bond counsel for the City and (2) to state in such application such facts and to attach thereto such exhibits in regard to such General Obligation Streets and Sidewalk Bonds, General Obligation Parks and Recreation Bonds and General Obligation Housing Bonds and to the City and its financial condition, as may be required by said Commission.

BE IT FURTHER RESOLVED that this Resolution shall become effective on the date of its adoption.

PASSED, ADOPTED AND APPROVED this 17th day of June, 2019.

STATE OF NORTH CAROLINA)
) ss:
CITY OF HIGH POINT)

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of so much of the proceedings of the City Council as it relates to a resolution entitled "**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGH POINT, NORTH CAROLINA MAKING CERTAIN STATEMENTS OF FACT CONCERNING PROPOSED BOND ISSUE AND AUTHORIZING THE APPLICATION TO THE LOCAL GOVERNMENT COMMISSION**" duly adopted by the City Council of the City of High Point, North Carolina, at a meeting held on the 17th day of June, 2019 and that such proceedings are to be recorded in the minute books of said City Council.

WITNESS my hand and the seal of the City of High Point, North Carolina, this the ___ day of _____, 2019.

_____
City Clerk
City of High Point, North Carolina

(SEAL)

CITY OF HIGH POINT
AGENDA ITEM

Title: **Recommendation of Kimley Horn and Associates to perform a Transportation Study for the High Point Metropolitan Planning Organization**

From: Mark McDonald, Transportation Director

Meeting Date: June 17, 2019

Public Hearing: No

Advertising Date: NA
Advertised By: NA

Attachments: RFQ Recommendation

PURPOSE:
The High Point Metropolitan Planning Organization (HPMPO) is seeking professional consultanting services to assist in the development of a transportation study for the (HPMPO).

BACKGROUND:
The City of High Point is the lead agency for the HPMPO, and is responsible for the management of State and Federal funding used for the benefit of other member agencies. As such, Council must approve this selection. The City of High Point on behalf of the HPMPO invited Statement of Qualifications (SOQs) and information from qualified firms to provide professional consulting services for the development of a transportation study.

BUDGET IMPACT:
The HPMPO has budgeted for this project in the 2019/2020 budget. The HPMPO budget is part of the High Point Department of Transportation's approved FY2019/2020 budget.

RECOMMENDATION / ACTION REQUESTED:
The Department of Transportation recommends that City Council approve the recommendation of Kimley Horn and Associates to perform a transportation study for the High Point Metropolitan Planning Organization (HPMPO).

NORTH CAROLINA'S INTERNATIONAL CITY

RFQ RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Transportation

COUNCIL AGENDA DATE: June 17, 2019

RFQ NO.: 48-042619 DATE OPENED: 3/29/2019

DESCRIPTION:

The High Point Metropolitan Planning Organization on behalf of the City of Lexington is seeking professional consulting services to perform a transportation study for the area generally located at the Interstate 85/NC8 Interchange in Lexington.

PURPOSE:

This study will produce selected transportation improvements that can be submitted to the North Carolina Department of Transportation for possible inclusion in future Transportation Improvement Programs

COMMENTS:

Funding for this project has been included in the 2019-2020 High Point MPO approved Budget

RECOMMEND AWARD TO: Kimley Horn and Associates AMOUNT: N/A

JUSTIFICATION:

The City of High Point is the lead agency for the HPMPO, and is responsible for the management of State and Federal funding used for the benefit of other member agencies. As such, Council must approve this selection. The City of High Point on behalf of the HPMPO invited Statement of Qualifications (SOQs) and information from qualified firms to

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
		TOTAL BUDGETED AMOUNT		

DEPARTMENT HEAD: Mark V. McDonald, P.E. Digitally signed by Mark V. McDonald, P.E. DN: cn=Mark V. McDonald, P.E., o=City of High Point, ou=Transportation, email=mark.mcdonald@highpointnc.gov, c=US Date: 2019.06.13 12:07:59 -04'00' DATE: 06/13/2019

The Purchasing Division concurs with recommendation submitted by the Transportation **and recommends award to** Kimley Horn and Associates **in the amount of $** NA.

PURCHASING MANAGER: Erik Conti Digitally signed by Erik Conti Date: 2019.06.13 12:35:56 -04'00' DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn Date: 2019.06.13 13:18:08 -04'00' DATE:

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: 2019.06.13 13:19:20 -04'00' DATE:

CITY OF HIGH POINT
AGENDA ITEM

Title: Authorization to convey, list and sell NSP/ HOME Properties

From: Michael E. McNair, Director

Public Hearing: N/A

Attachments: Resolutions, Flyers

Meeting Date: June 17, 2019

Advertising Date: N/A

Advertised By: N/A

PURPOSE:

Through the Neighborhood Stabilization Program (NSP), the City was able to acquire and rehabilitate homes making them available for sale to income eligible households. Currently the City has one (1) such property that is unoccupied. There are also two (2) unoccupied City owned units available that were newly constructed using HOME Investments Partnership Act (HOME) funds. Staff proposes to convey these properties to Housing Consultants Group (HCG) to market and sell these properties to provide homeownership opportunities for income eligible households. Conveyance of the properties to HCG for the sale affordable housing to income eligible homebuyers will constitute a public purpose.

BACKGROUND:

HCG is a multi-faceted non-profit that CD&H has contracted with to provide real estate services, housing counseling, homebuyer education training and the development of single-family affordable housing. The properties to be conveyed to and sold by HCG include: 3910 Kim Drive, 815 Mobile Street, and 818 Mobile Street. Recent appraisals were for each of the properties with values as follows:

- 3910 Kim Drive - $96,000
- 818 Mobile Street - $100,000
- 815 Mobile Street - $102,500

BUDGET IMPACT:

Net proceeds from the sales will be received by the City as program income which has been projected in the Annual Action Plan.

RECOMMENDATION / ACTION REQUESTED:

The Community Development and Housing Department requests Council authorize conveyance of the properties listed above to HCG for the purposes of selling those properties at a negotiated price to income eligible buyers; and that the appropriate City official and/or employee be authorized to execute all necessary documents.

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

WHEREAS, the City of High Point owns the real property located at 3910 Kim Drive in the City of High Point and more particularly described in Deed Book 6477, Page 1664 of the Guilford County Registry ("Property"); 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 negotiated with Housing Consultants Group ("HCG") and the parties agree that the consideration of the conveyance of the above property will be for the public purpose of furthering the mission of providing low to moderate, owner-occupied housing in the City of High Point.

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 3910 Kim Drive in the City of High Point, and is more particularly described in Deed Book 6477, Page 1664 of the Guilford County Registry.

2. The consideration of the conveyance is HCG's agreement to use this property only for the public purpose of furthering the mission of providing low to moderate, owner-occupied housing. If for any reason the property ceases to be used for a "public" purpose, the property shall revert back to the City of High Point. 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 17th day of June, 2019.

CITY OF HIGH POINT

By _____
Mayor Jay W. Wagner

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 the real property located at 818 Mobile Street in the City of High Point and more particularly described in Deed Book 7726, Page 294 of the Guilford County Registry ("Property"); 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

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Attested to:

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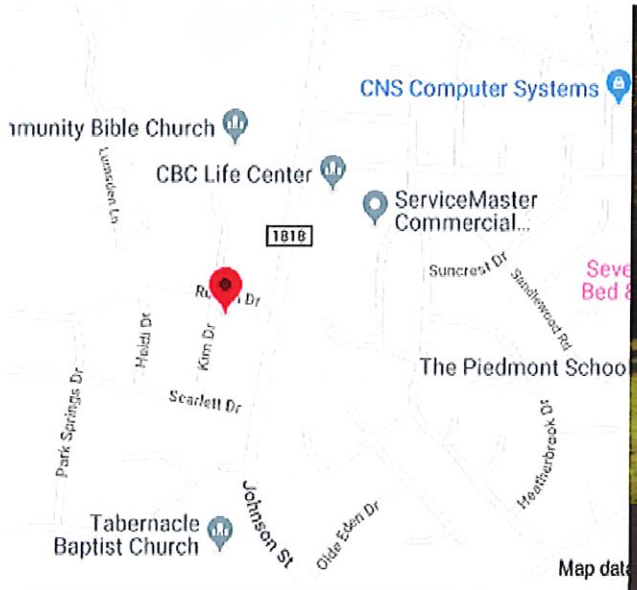
ADOPTED this the 17th day of June, 2019.

CITY OF HIGH POINT

By _____
Mayor Jay W. Wagner

Attested to:

_____
Lisa Vierling, City Clerk



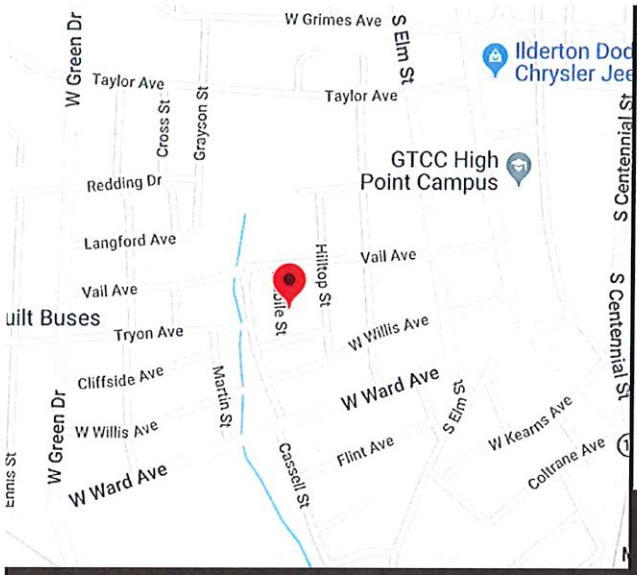
HIGH POINT

NORTH CAROLINA'S INTERNATIONAL CITY™

3910 Kim Drive

$96,000

2 BR 1.1 BA
1100 Sq. Ft.
New energy efficient appliances
New carpet and flooring
Large lot
Large Deck
CALL COMMUNITY DEVELOPMENT & HOUSING FOR MORE DETAILS 336-883-3347



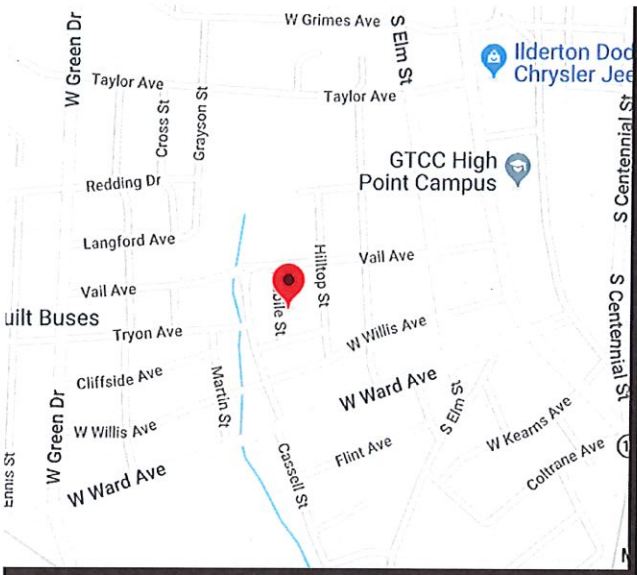
818 Mobile Street

HIGH POINT

NORTH CAROLINA'S INTERNATIONAL CITY™

$100,000

Built in 2015
3 BR
2 BA
1253 Sq. Ft.
Energy efficient appliances, new countertops and floors, fresh paint
CALL COMMUNITY DEVELOPMENT & HOUSING FOR MORE DETAILS 336-883-3349



HIGH POINT

NORTH CAROLINA'S INTERNATIONAL CITY™

$102,500

Built in 2015
3 BR
2 BA
1342 Sq. Ft.
Energy efficient appliances, new countertops and new floors, fresh paint
CALL COMMUNITY DEVELOPMENT & HOUSING FOR MORE DETAILS 336-883-3349

CITY OF HIGH POINT
AGENDA ITEM

Title: Remedial Action Contractor Services Agreement

From: Terry L. Houk, Public Service Director

Meeting Date: June 17, 2019

Public Hearing: N/A

Advertising Date : N/A

Advertised By: N/A

Attachments: Remedial Action Contractor Services Agreement

PURPOSE:
Approval of Remedial Action Contractor Services Agreement between the City of High Point, Seaboard Group II and RoviSys Company. Public Services and the City Attorney's office have reviewed the document and have no concerns with the format.

BACKGROUND:
The agreement is for the RoviSys Company to replace the existing Supervisory and Date Acquisition (SCADA) control system. The existing system is failing and in need of replacement. The group solicited quotes for the replacement and upgrade of the existing system. The quotes involved upgrading the existing system or converting to a completely new control system. The decision of the group was to convert to a new control system as parts for this system are readily available. The total contract price will be $317,460 which will follow the agreement of a 75% / 25% split of which the City's portion is 25%.

BUDGET IMPACT:
Funds for this system are in the FY 19-20 budget.

RECOMMENDATION / ACTION REQUESTED:
City Council is requested approve agreement with RoviSys Company for replacement of the SCADA control system and authorize the appropriate City Official to execute all necessary documents.

REMEDIAL ACTION CONTRACTOR SERVICES AGREEMENT

This Remedial Action Contractor Services Agreement (hereinafter the "**Agreement**" or "**CSA**") is made on _____ ___, 2019 ("**Effective Date**"), between the Seaboard Group II (hereinafter the "**Group**"), the City of High Point North Carolina (hereinafter the "**City**") collectively hereinafter referred to as the "**Purchasers**," and The RoviSys Company (hereinafter "**Contractor**"). Purchasers and Contractor may hereinafter be referred to individually as a "**Party**" or collectively as the "**Parties**."

RECITALS

WHEREAS, at the request and direction of Purchasers and after evaluation of the Contractor's bid submittals; the Purchasers have selected the Siemens to Rockwell conversion proposal dated 5/30/2019 ("**Contractor's Proposal**"); and pursuant to the Contractor's Proposal and other arrangements between the Parties, Contractor has developed or will develop the Custom Materials (as hereinafter defined and described in Contractor's Proposal) which constitute works made for hire; and

WHEREAS, in consideration for value received by it from Purchasers, in the event that under the copyright laws of the United States, the Custom Materials are not considered works made for hire owned by Purchasers, Contractor now desires to assign, grant, convey and transfer all rights, title, interest and ownership in and to the Custom Materials to Purchasers pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the promises, covenants, and agreements set forth herein, and for the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions.

(a) Goods, materials and equipment shall mean and are hereinafter collectively referred to as "**Goods**."

(b) Tasks, duties, work and services of any type shall mean and are hereinafter referred to as "**Work**" or "**Services**."

(c) The system design (including plan drawings as well as as-built drawings), hardware procurement, hardware installation and automation programming to control and operate a Groundwater and Leachate Remediation System, a Phytoremediation Irrigation System, a Fertigation System, integration of moisture and temperature probes, electrical wiring and an Alarm, Interlock and Monitoring System shall mean and are hereinafter referred to as the "**Project**."

(d) "**Contract Documents**" shall mean this Agreement and the Contractor's Proposal and any written amendments thereto approved by Purchasers and any documents and materials incorporated by reference in the Contractor's Proposal and any written amendments thereto approved by Purchasers.

(e) "**Custom Materials**" shall mean all original works of authorship or inventorship that Contractor has created or developed, is creating or developing or creates or develops hereinafter that: (i) is or was created or developed using Purchasers' Confidential Information (as defined below), (ii) was created or developed for use by Purchasers, or (iii) otherwise arises or results out of work performed by Contractor for Purchasers, including without limitation all drawings, designs, diagrams, instructions, schematics, Software Source Code and all other items set forth in Article 6.1 and Exhibit A (Contractor's Proposal). For purposes of clarity, Pre-Existing Materials, Commercial Materials, and Commercial Software (as defined elsewhere in this Agreement) are not Custom Materials.

(f) "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

(g) "**Software Source Code**" means the human readable source code of the Developed Software to which it relates, in the programming language in which such Developed Software was written, together with all related flow charts, code, and technical documentation, including a description of the procedure for generating object code, all of a level sufficient to enable a programmer reasonably fluent in such programming language to understand, build, operate, support, maintain, and develop modifications, upgrades, updates, adaptations, enhancements, new versions, and other derivative works and improvements of, and to develop computer programs compatible with, the Developed Software.

(h) "**Site**" shall mean collectively the former Seaboard Chemical Corporation facility located at 5899 Riverdale Drive and the adjacent former City of High Point Riverdale Drive Landfill, Jamestown, Guilford County, North Carolina.

(i) "**Virus**" means any: (a) virus, trojan horse, worm, backdoor, or other software or hardware devices the effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems, or software; or (b) time bomb, drop-dead device, or other software or hardware device designed to disable a computer program automatically with the passage of time or under the positive control of any person, or otherwise deprive Purchasers of its lawful right to use the software.

1.2 References.

(a) References to this Agreement include the Exhibits hereto; references to the Exhibits to this Agreement include any Attachments thereto; and references to any Schedule include any exhibits, attachments and schedules thereto.

(b) References to any law shall mean such law as changed, supplemented, amended or replaced.

(c) References to and mentions of the word "include," "including" or the phrases "e.g." or "such as" shall mean "including, without limitation."

(d) References to "day", "week", "quarter" or "year" refer to a calendar day, week, quarter or year respectively, unless otherwise indicated.

(e) The symbol "$" and references to "dollars" refers to United States dollars.

1.3 Headings. The Section headings are for reference and convenience only and shall not be considered in the interpretation of this Agreement or any Appendices.

1.4 Precedence of Contract Documents. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any contract document, the terms and conditions of this Agreement shall prevail. In the event of a conflict between the terms and conditions of this Agreement (exclusive of the Exhibits) and the terms and conditions of any Exhibit, the terms and conditions of this Agreement (exclusive of the Exhibits) shall prevail. Notwithstanding the foregoing and anything to the contrary, in the event of a conflict between any of the terms and conditions of this Agreement and the terms and conditions of the Contractor's Proposal or any other Contract Document, this Agreement shall prevail.

1.5 Consents, Approvals and Requests. Except as specifically set forth in this Agreement, all consents, acceptances and approvals to be given by either Party shall be in writing and shall not be unreasonably withheld, conditioned or delayed.

2. WORK AND SERVICES.

2.1 Scope of Work. Contractor, and any approved subcontractors, contract employees or third parties, shall perform the tasks, duties, work and services (the "**Work**" or the "**Services**") described in the Contractor's Proposal, attached hereto as Exhibit A, and in accordance with the Contract Documents. Contractor represents itself to be experienced and competent to perform the Work under this Contract as set forth in the Contractor's Proposal attached hereto as Exhibit A and made part hereof. The Purchasers reserve the right to change, modify, delete or expand any aspect, timing or element of the Work, and may do so at their sole discretion upon two days' written notice to the Contractor. All change notices will include pricing agreed by Purchasers and Contractor. If a change notice fails to include agreed pricing, Purchasers may require Contractor to proceed with the change notice work, and agree to pay Contractor for any change notice work on a time and materials basis, in accordance with Contractor's standard rate sheet in effect at the time of performance of the change notice work. All Work shall be performed in accordance with this Agreement.

3. OBLIGATIONS, FEES AND TAXES.

3.1 Compensation. As compensation for all Services satisfactorily rendered by Contractor for the Purchasers pursuant to this Contract, the Purchasers agree to pay Contractor as set forth in the Contractor's Proposal attached hereto as Exhibit A and made part hereof. Prices

shall not exceed the prices stated in Contractor's Proposal without the prior written consent of Purchasers. The prices stated in Contractor's Proposal include packing, crating and transportation to the F.O.B. point shown unless otherwise stated in Contractor's Proposal.

3.2 Taxes. Contractor, at Contractor's expense, shall pay all taxes and other expenses incurred by reasons of the job or work to be performed by Contractor including, but not limited to, use taxes, licenses, fees, and personal property taxes, and all employment taxes or contributions imposed by any law or trade union contracts or regulations.

3.3 Invoices. All invoices rendered to the Purchasers by Contractor shall indicate the number of hours worked, date worked, and such additional information as the Purchasers shall reasonably request. The compensation shall in no event exceed that given as the total estimated cost in the Contractor's Proposal without express written approval by the Purchasers. The compensation provided for in Article 3.1 shall be the total consideration to Contractor and shall include all of Contractor's expenses incurred in rendering the Services.

(a) No later than the end of the fifteenth (15th) work day of each month, Contractor shall deliver via electronic mail each invoice to R. Craig Coslett (ccoslett@demaximis.com), Administrator. Seaboard Group II and the City of High Point, c/o de maximis, inc.1550 Pond Road, Suite 120, Allentown, PA 18104, and to any other individual(s) designated by R. Craig Coslett, for Services rendered to the Purchasers during the preceding invoice period. Each invoice that includes charges for work performed by a subcontractor(s) shall include a release from such subcontractor(s) of any and all liens for labor or material arising out of such work.

(b) Payment for invoices submitted is due and payable net forty-five (45) days after the invoice is received by R Craig Coslett, subject to the Purchasers' right to retain up to 10% of the invoiced amounts for all labor and non-itemized materials for protection against unsatisfied claims or liens and further subject to the Purchasers' right to contest, in good faith, all or part of the charges set forth therein. All such retainage amounts may be held by the Purchasers until Contractor has completed all Work and Services in accordance with the terms of this Agreement, including without limitation, satisfactory production of all required deliverables and acceptance of the Work and Services by the Purchasers. In the event of any material default or breach of this Agreement by Contractor or Subcontractor which is not cured within thirty (30) days of receipt by Contractor of a notice of material default or breach, Contractor shall forfeit, and the Purchasers shall be entitled to keep, all retainage amounts necessary to fully compensate the Purchasers for any such default or breach. The Purchasers agree that the Contractor may, upon fourteen (14) days' prior written notice to Clients, suspend the performance of the Services in the event any undisputed invoices or undisputed portions thereof are not paid as provided for herein; such suspensions may continue until payment is made in full on all outstanding undisputed invoices or portions thereof.

(c) Payment of invoices shall not preclude the Purchasers from thereafter disputing any item invoiced nor shall it be construed as acknowledgment that any part of the Work and Services has been completed satisfactorily. Contractor and Purchasers agree to cooperate promptly and work together to resolve any disputed charges.

(d) Purchasers may refuse to pay the whole or any part of any invoice if Contractor's Services are defective or fail to conform to the standards set forth in the Agreement.

3.4 Accounting and Auditing. Contractor shall prepare and maintain accounting records in support of all amounts billed to the Purchasers. Contractor's files and records relating to performance of this Contract and billing therefore shall be subject to audit at all times during the course of the project and for a period of six (6) years after project completion.

3.5 Insurance. Contractor shall, at Contractor's sole expense, at all times during performance of the work described in this Agreement and related documents, maintain insurance coverage of the types and in the amounts set forth in the Contractor's Certificate of Insurance attached hereto as Exhibit C and made part hereof. Commencement of performance pursuant to this Agreement constitutes confirmation by Contractor that the required insurance coverages are in effect.

(a) Contractor shall maintain in effect at all times during performance of services described in this Contract the following coverages and limits of insurance (which may be satisfied with a combination of direct and umbrella policies):

A. Workers' Compensation and Employers Liability - Statutory workers' compensation limits required by law and $500,000 per occurrence employers' liability. Coverage must provide coverage for occupational disease.

B. Liability Insurance - The following required liability policies, except for the Professional Liability/Errors and Omissions Policy(ies), shall be endorsed to include the Purchasers as additional insureds, and shall also include a waiver of subrogation against the Purchasers:

Type of Insurance	**Limits Each Accident & Aggregate**
Comprehensive General Liability.	$2,000,000 aggregate, $1,000,000 per occurrence
Automobile.	$1,000,000 (including any owned, non-owned, or hired vehicles)
Professional Liability/Errors and Omissions	$2,000,000 aggregate, $1,000,000 per occurrence
Umbrella	$5,000,000 aggregate, $5,000,000 per occurrence

(b) Contractor shall maintain the above insurance, or renewals or replacements thereof, for not less than three (3) years after completion of work under this Contract. Certificates of insurance including additional insured and waiver of subrogation endorsements shall be furnished to the Purchasers immediately upon execution of this Agreement and prior to Contractor's commencing work. All certificates shall provide not less than thirty (30) days' advance written notice to the Purchasers prior to cancellation, termination,

or alteration of said policies of insurance. All insurers and policy forms must be satisfactory to the Purchasers.

(c) The foregoing requirements as to types and limits of insurance coverages to be maintained by Contractor are not intended to, and shall not in any manner, limit the liabilities and obligations assumed by Contractor under this Agreement.

3.6 Compliance with Laws. Contractor shall comply with the provisions of

all applicable federal, state and local laws, regulations, rules and ordinances applicable to this Agreement and purchased Goods or Services including, without limitation, any fair labor standards or statutes and any statute or regulation regulating occupational safety and health. Contractor shall, following Purchasers' reasonable request, certify such compliance to Purchasers in writing.

3.7 Non-discrimination. Contractor shall comply with all applicable laws, executive orders and regulations concerning non-discrimination in employment.

3.8 Shipping. Shipment shall be properly packed and shipped only by licensed carrier over the least expensive route, unless otherwise instructed. Shipments F.O.B. Purchasers' location shall be released at a declared valuation of the true replacement value, and in no event shall such declared value exceed the maximum permitted under the carrier's least expensive rate schedule applicable to Goods constituting such shipment. Contractor shall notify Purchasers at the time of shipping the Goods.

3.9 Utility Lines. Contractor shall be responsible for locating utility lines and other man-made objects that may exist beneath the surface at the Site and shall be liable for any damage to them in the performance of the Work or Services or for any delay in the performance of the Work or Services attributable to the subsequent discovery of utility lines or objects not previously located.

3.10 Tests. If the specifications, the Purchasers' prior instructions, laws, ordinances or any public authority require any part of the work to be tested or approved, Contractor shall give the Purchasers' Representative, and such public authority, as required, timely notice of its readiness for inspection. If any such part of the work is covered up without the Purchasers' approval or the required approval of public authority, it must be uncovered for inspection at no cost to the Purchasers.

3.11 Liens. Contractor agrees to furnish, at the Purchasers' request, a list of all fabricators, materialmen, subcontractors, suppliers and workmen involved in Contractor's performance, together with evidence satisfactory to the Purchasers that all claims for labor and material have been satisfied and paid and that there are no unsatisfied claims for injuries to persons or properties. The Purchasers retain the right to withhold from any payments to Contractor such amounts the Purchasers deem sufficient to protect the Purchasers and their property against any claim by Contractor's employees, fabricators, materialmen, subcontractors, suppliers, and workmen which could or may become a lien or claim against the Purchasers, or the property of either. The Purchasers may at any time pay and discharge such lien or claim and deduct the amount so paid, together with costs and attorneys' fees, from any payment then due or

thereafter to become due to Contractor. If any lien or claim remains unsatisfied after payment has been made by the Purchasers, Contractor shall pay or refund to the Purchasers the entire sum that the Purchasers may be compelled to pay in discharging such lien or claim, together with all costs and attorneys' fees.

4. PERFORMANCE OF SERVICES.

4.1 Performance of Services. Contractor agrees to render its Services at such time and places as the Purchasers may reasonably request. Contractor shall render Services only upon the specific request of the Purchasers. Contractor shall not be entitled to compensation for any Services rendered in excess of those specifically requested by the Purchasers. The Purchasers may modify any prior request for Services at any time. Contractor shall give immediate notice when any event occurs, or conditions arise which the Contractor considers to constitute a basis for any additional compensation.

4.2 Independent Contractor. Contractor shall perform its work as an independent contractor. Contractor shall have responsibility for, and control over, the details and means for performing its work. Contractor shall not be deemed an employee, subcontractor or agent of Seaboard Group II or the City of High Point.

4.3 Work For Hire. All Work performed in the creation of Custom Materials by Contractor in fulfillment of all labor, material and services provided to fulfill any obligation, duty or representation that is part of the Work or Services shall be provided strictly on a "work made for hire" basis, as defined under the copyright laws of the United States. If, under the copyright laws of the United States, any of the contracted Work or Services is determined not to be a "work made for hire," Contractor hereby assigns all rights, title and interest in any Custom Materials developed to Purchasers, pursuant to Article 7 of this Agreement.

4.4 Programming. All Goods and Services provided by Contractor, or by Contractor's employees, agents or subcontractors, which involve the development and preparation of automation programming or any other programming that may be copyrighted or otherwise legally protected in any manner, are included in the definition of "Custom Materials" provided above and shall conform to the following additional requirements:

(a) Contractor agrees to deliver the Custom Materials to Purchasers pursuant to agreed upon schedule attached to this agreement as Exhibit B in a manner and form satisfactory to Purchasers.

(b) Contractor expressly acknowledges that the Custom Materials to be contributed by them in fulfillment of their obligations contained in this Agreement, are being specially ordered and commissioned by Purchasers for use in connection with the remediation of the groundwater and leachate at the Site.

(c) All Custom Materials contributed by Contractor as a result of this Agreement shall be considered a "work made for hire" as defined by the copyright laws of the United States. As such, Purchasers shall be the sole and exclusive owner and copyright proprietor of all rights, title and interest in all Custom Materials provided under this Agreement, regardless of the stage of completion.

(d) Contractor agrees that the Purchasers may make any changes or additions to the Custom Materials, which the Purchasers, in their sole discretion, may consider necessary, and may engage other third parties to do any or all of the foregoing, with or without attribution to the Contractor. Contractor further waives any so-called "moral rights" in all Custom Materials provided under this Agreement.

(e) Contractor shall require that all contractors, subcontractors, and employees that provide Work or Services under this Agreement agree to and abide by these additional requirements defined in this Article 4.4.

(f) Contractor represents that, except with respect to material furnished to Contractor by the Purchasers, Contractor will be the sole author of the Custom Materials and all of Contractor's services will be original with Contractor and not copied in whole or in part from any other third party work; and that Contractor's Work will not be libelous or obscene, or knowingly violate the right of privacy or publicity, or any other rights of any person, firm or entity.

4.5 Health and Safety. Contractor shall place the highest priority on safety and health during the progress of all Work and Services. It shall be the responsibility of Contractor to provide and maintain a safe working environment for its workers, the Purchasers, the public, and any other third party at all times with respect to Work and Services performed under this Agreement.

4.6 The requirements of this Section 4 are applicable to all subcontractors and contract employees hired by Contractor, and Contractor's contract with such subcontractor shall provide that subcontractor will be subject to the requirements of this Section. The terms of this Section concerning health and safety are agreed by both the Purchasers and Contractor to be of the highest importance. A breach or violation of any of the terms of said Section by Contractor shall be considered to be a material and substantial breach of this Agreement. If Contractor fails to promptly take the necessary steps to cure said breach or violation or to otherwise comply with this Section, the Purchasers may seek removal of Contractor as provided for in this Agreement and may take any other action permitted by the terms of this Agreement or under law, including termination of this Agreement. Nothing contained in this Section shall be interpreted as enlarging the legal duty of the Purchasers to Contractor or Contractor's agents, employees, subcontractors, or third parties, or altering the status of Contractor.

5. ACCEPTANCE, TESTING AND MAINTENANCE.

5.1 Acceptance. Commencement of performance pursuant to this Agreement constitutes acceptance hereof by Contractor. If specified delivery dates cannot be met, Contractor shall notify Purchasers promptly of Contractor's best alternative proposed delivery date, which Purchasers may accept or reject at Purchasers' sole discretion. The terms of this Agreement may not be modified, superseded or amended except in a writing signed by an authorized agent of Purchasers. Each shipment received by Purchasers shall be upon the terms of this Agreement, notwithstanding any terms contained in any quotation, acknowledgement, invoice, shipping papers, or other form or document of Contractor, or Purchasers' acceptance of, or payment for, any shipment, or any other action by Purchasers.

5.2 Excess Quantities. Except for quantities of Goods in excess of those ordered constituting customary quantity variations common to the trade or industry, any quantity of Goods in excess of the amount ordered need not be accepted, and such excess goods may be received, held and returned to Contractor by Purchasers at Contractor's risk and expense.

5.3 Inspection. All Goods or Services are subject to Purchasers' inspection, testing and approval, both at Contractor's facility and at Purchasers' point of destination. Purchasers reserve the right to reject and refuse acceptance of any Goods or Services which do not comply with all the terms of this Agreement. Acceptance, payment, use or resale of the Goods or Services by Purchasers shall not release Contractor of any of Contractor's obligations, representations or warranties hereunder. Payment for any Goods or Services shall not be deemed an acceptance thereof. Purchasers shall not be responsible for any of Contractor's commitments for materials or fabrication unless agreed to by Purchasers in writing in advance.

5.4 Performance Testing. There will be a period for performance testing of the Goods and Services. During the performance period the Contractor will demonstrate the functionality of the designed system to the Purchasers and representatives of the Purchasers. Following demonstration of the system, a two-week performance period will commence. The performance period will include two consecutive weeks of uninterrupted system/programming service with respect to the Goods and Services provided by the Contractor. The performance criteria in this Agreement will be supplemented with the relevant user manuals, technical materials, and related writings, to the extent that the specifications in those writings supplement and refine rather than contradict the performance criteria. Acceptance of the Goods and Services depends on a successful completion of the performance period defined in this section. This section applies to the Goods and Services, and any part of them, as well as replacements or substitutes for the Goods and Services after completion of a successful performance period.

(a) If the Goods and Services do not meet the standard of performance during the performance period, the Purchasers will give the Contractor details about the problems in a timely manner and in a useful and relevant form. Until all outstanding problems have been demonstrably corrected by the Contractor, the performance period will not restart and the Goods and Services (or part thereof) will not be accepted. The performance test will continue on a day-by-day basis until the standard of performance is met continuously for a total of 14 calendar days.

(b) If the Project fails to meet the standard of performance after 90 calendar days, in addition to all other remedies the Purchasers may have under this Agreement, the Purchasers will have the right to require correction or replacement of the relevant portion of the Goods and Services.

(c) The Goods and Services may have components that can be tested for acceptance individually. If that is so, there may be acceptance criteria listed in this Agreement, Contractors Proposal, or manufacturers' specifications for each part that will be independently tested and accepted. But, unless expressly otherwise provided, the failure of any independently tested component to meet its acceptance criteria will give the Purchasers the right to reject the entire Goods and Services. Alternatively, if the Purchasers determine that it is in the Purchasers' interest to reject only the part of the Project that was independently and unsuccessfully tested, it

may do so. If the Purchasers choose this option, the Purchasers will be entitled to a refund or credit toward the Contractor's compensation equal to the cost of acquiring a replacement for the rejected component. The Project will not be accepted until the performance period is complete.

5.5 Passage of Title. Title to any deliverable will pass to the Purchasers only on acceptance of the deliverable. All risk of loss, regardless of the cause, will remain with the Contractor until title to the deliverable passes to the Purchasers.

5.6 Software Maintenance. This Agreement involves software as a deliverable. During the warranty period, the Contractor will correct any material programming errors or failures to conform to requirements or specifications within a reasonable period of time; provided, however, the Purchasers must notify the Contractor, either orally or in writing, of a problem with the software and provide sufficient information for the Contractor to identify the problem.

5.7 Equipment Maintenance. This Agreement involves Equipment as a deliverable. On delivery and for 12 months after acceptance, the Contractor will provide Equipment maintenance to keep the Equipment in, or restore the Equipment to, good working order. This maintenance will include preventative and remedial maintenance, installation of safety changes, and installation of engineering changes based upon the specific needs of the individual item of Equipment. This maintenance will include the repair, replacement, or exchange deemed necessary to keep the Equipment in good working order. For purposes of this Agreement, Equipment restored to good working condition means Equipment that performs in accordance with the manufacturer's published specifications and the Contractor's Proposal. The Contractor will exert its best efforts to perform all fault isolation and problem determination attributed to the Equipment covered under this Agreement.

5.8 Maintenance Access. The Contractor will keep the Goods and Services in good operating condition during the Warranty Period and any Maintenance Period during which the Purchasers contract for continued maintenance, and the Purchasers will provide the Contractor with reasonable access to the Site to perform maintenance.

(a) All maintenance that requires the System to be inoperable must be scheduled in advance with the Purchasers' Representative. Preventive or scheduled maintenance will be performed at mutually agreeable times, within the parameters of the manufacturer's published schedule.

6. OWNERSHIP AND LICENSES.

6.1 Ownership of Custom Materials and Deliverables. Unless otherwise agreed in writing, all Custom Materials, deliverables, and any Intellectual Property Rights therein, are the sole and exclusive property of the Purchasers. All Custom Materials developed by the Contractor and covered by this Agreement will be treated as "work made for hire" on behalf of the Purchasers, with all rights, title, and interest in all Intellectual Property Rights that come into existence through the Contractor's work being owned by the Purchasers. In the event that any Custom Materials are not considered a "work made for hire" under the copyright laws of the United States, Contractor hereby assigns all rights, title and interest in the Custom Materials,

including all Intellectual Property Rights, to Purchasers, pursuant to Article 7 of this Agreement. Additionally, the Contractor waives any author rights and similar retained interests in the Custom Materials. The Contractor will provide the Purchasers with all assistance reasonably needed to vest such Intellectual Property rights of ownership in the Purchasers.

(a) All record of all Work shall be retained by Contractor for a minimum of six (6) years and shall not thereafter be disposed of without prior written notice to the Purchasers.

(b) Reuse of these Custom Materials by Contractor on projects other than with the Purchasers is prohibited without written permission. Contractor agrees to indemnify and hold harmless the Purchasers from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized use by Contractor.

(c) Any reuse or adaptation of this property occurring with or without the Purchasers' permission shall entitle the Purchasers to compensation in an amount to be agreed upon with Contractor.

(d) Subject to the limitations and obligations of the Purchasers with respect to Pre-existing Materials (defined below), the Purchasers may make all custom deliverables available to the general public without any proprietary notices of any kind.

6.2 Pre-Existing Materials. The Contractor shall retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines and similar material that Contractor owned or developed prior to beginning work on the Goods and Services and incorporated in any Custom Materials ("**Pre-existing Materials**") if the Contractor provides the non-exclusive license described below in Article 6.3 and identifies the Pre-Existing Materials in the Contractor's Proposal (Exhibit A). Notwithstanding the foregoing, Pre-Existing Materials includes (1) software development tools, know-how, methodologies, processes, technologies, and algorithms, which Contractor uses in performing its obligations pursuant to this Agreement, but which are not delivered with the Work ("Contractor Tools"); and (2) generic products or formats which constitute the basis of the templates, modules, forms, and graphics, which are delivered with the Work ("Contractor Templates"), and are deemed included in Exhibit A.

6.3 Pre-Existing Materials License. Contractor hereby grants to Purchasers such rights and licenses with respect to the Pre-existing Materials that will allow Purchasers to use for all or any purposes whatsoever, the Custom Materials and deliverables. In furtherance of the foregoing, the Contractor grants the Purchasers an irrevocable, perpetual, non-exclusive, royalty-free, fully paid up, license to use, modify, sell, reproduce, improve, import, make, have made, and otherwise distribute all Pre-existing Materials that are incorporated in any Custom Material. Contractor reserves all rights in the Pre-existing Materials not expressly granted to Purchasers herein. The Contractor shall not include in any Custom Material any intellectual property unless such has been created under this Agreement or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing Materials in a Custom Material, the Contractor must first disclose this in advance. On the request of the Contractor, the Purchasers will

incorporate any proprietary notice the Contractor may reasonably want for any Pre-existing Materials included in a Custom Material in all copies the Purchasers make of that deliverable.

6.4 Commercial Materials. As used in this section, "**Commercial Material**" means any materials and information, including documents, data, know-how, ideas, methodologies, specifications, software, content, and technology, in any form or media, in which any person other than Contractor or Purchasers owns any Intellectual Property Rights. Examples include written reports, books, pictures, videos, movies, computer programs, and computer source code and documentation. Contractor hereby grants, or prior to delivery for any deliverables shall procure for Purchasers the grant of, such licensed rights in the Commercial Material set forth in Contractor's Proposal. All royalties, license fees, or other consideration payable in respect of such licenses are included in the compensation to the Contractor specified in Contractor's Proposal unless the Contractor's Proposal expressly states otherwise. Any additional amounts shall be the sole responsibility of Contractor. Any Commercial Material that the Contractor intends to deliver as a deliverable must have the scope of the license granted in such material disclosed in the Contractor's Proposal or as an attachment referenced in the Contractor's Proposal.

7. INTELLECTUAL PROPERTY ASSIGNMENT.

7.1 Assignment. To the extent any Custom Materials, deliverables, or Intellectual Property Right therein does not qualify as, or otherwise fails to be, work made for hire, Contractor hereby grants, transfers, assigns and conveys to Purchasers, and their successors and assigns, all Intellectual Property Rights, title, interest, ownership and all subsidiary rights worldwide, in and to all Custom Materials, deliverables, or Intellectual Property Right therein. This transfer includes the right to sue for any past infringements and the right to recover any damages therefore. This transfer includes the full and exclusive rights, title and interest to any invention(s) disclosed in the Custom Materials throughout the world, including the right to file applications and obtain patents, utility models, industrial models and designs for said invention(s) in Purchasers' own names throughout the world and including all rights of priority; provided, however, that such transfer does not include any interest in any of the Pre-Existing Materials set forth in Article 6.2 and Exhibit A, which items were originally developed by Contractor prior to the engagement of Contractor by Purchasers to develop the Custom Materials. Contractor covenants to execute all documents reasonably necessary to convey to and/or vest in Purchasers all such Intellectual Property Rights, including without limitation Contractor's copyright in such Custom Materials, together with the right to secure in Purchasers' names all copyright registration(s) for such Custom Materials in the United States of America and any foreign country. Contractor shall, and shall cause its employees and subcontractors to, take all appropriate action and execute and deliver all documents necessary or reasonably requested by Purchasers to effectuate any of the provisions or purposes of this Section or otherwise, as may be necessary or useful for Purchasers to prosecute, register, perfect, record, or enforce its rights in or to any Custom Materials, deliverables, or any Intellectual Property Rights therein. Contractor hereby appoints Purchasers as Contractor's attorney-in-fact with full irrevocable power and authority to take any such actions and execute any such documents if Contractor refuses, or within a period deemed reasonable by Purchaser otherwise fails, to do so.

8. CONFIDENTIALITY.

8.1 Confidential Information. "**Confidential Information**" means all valuable or potentially valuable information, whether communicated in oral, written, electronic or other format, furnished or made available to, or received by, (i) Contractor or its Agents, or (ii) Purchasers or its Agents, after execution of this Agreement, in connection with the purposes set forth in this Agreement, including the Recitals of this agreement. During the performance of this Agreement, the Receiving Party may be given access to Confidential Information of the Disclosing Party. If and to the extent any Agents of the Receiving Party receive Confidential Information, the Receiving Party shall be responsible for such Agent's full compliance with the terms and conditions of this Agreement and shall be liable for any such Agents' non-compliance. All Confidential Information of the Disclosing Party is and shall remain property of the Disclosing Party. The disclosure of Confidential Information hereunder shall not be construed as a grant of any express or implied rights or license to the Receiving Party to or under any patents, patent applications, inventions, copyrights, trademarks, or other intellectual property rights owned now or in the future by the Disclosing Party except as provided in this Agreement.

(a) The Receiving Party agrees not to disclose any Confidential Information to third parties and to use it solely to do the Project. The Receiving Party will restrict circulation of Confidential Information within its organization and then only to people in the Receiving Party's organization that have a need to know the Confidential Information to do the Project.

(b) The Receiving Party shall be liable for the disclosure of Confidential Information whether the disclosure is intentional, negligent, or accidental, unless otherwise provided.

(c) The Receiving Party shall not be liable for any unintentional disclosure of Confidential Information that results despite the Contractor's exercise of at least the same degree of care as it would normally take to safeguard its own secrets, except when the Receiving Party's procedures are not reasonable given the nature of the Confidential Information or when the disclosure nevertheless results in liability to the Disclosing Party.

(d) The Receiving Party's obligation to maintain the confidentiality of the Confidential Information will not apply where such Confidential Information:

A. was already in the Receiving Party's possession before disclosure by the Disclosing Party, and such was received by the Receiving Party without obligation of confidence;

B. is independently developed by the Receiving Party;

C. is or becomes publicly available without breach of this Agreement;

D. is rightfully received by the Receiving Party from a third party without an obligation of confidence;

E. is disclosed by the Receiving Party with the written consent of the Disclosing Party; or

F. is released in accordance with a valid order of a court or governmental agency, provided that the Receiving Party:

(i) notifies the Disclosing Party of such order immediately upon receipt of the order so that Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and

(ii) provides reasonable assistance to Disclosing Party in opposing such disclosure or seeking a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information.

(e) The Receiving Party will return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Agreement.

(f) The Receiving Party may disclose Confidential Information to its subcontractors on a need-to-know basis, but they will be obligated to the requirements of this section.

(g) The Contractor will not incorporate any portion of any Confidential Information into any work or product, other than a deliverable, and will have no proprietary interest in any of the Confidential Information.

(h) The Contractor will cause all of its employees who have access to any Confidential Information to execute a confidentiality agreement incorporating the obligations in this section.

9. REPRESENTATIONS AND WARRANTIES.

9.1 Software Warranty. Contractor warrants that:

(a) the software developed under this Agreement ("**Developed Software**") will, in all material respects, operate on the automation control network for which the software is intended in the manner described in the relevant software documentation, the Contractor's Proposal and this Agreement, and the software will possess the features, functionality, compatibility, configuration, scalability, performance and integration capabilities specified in the relevant software documentation, the Contractor's Proposal and this Agreement.

(b) the Developed Software, including upgrades, will not include any Virus; and

(c) Contractor has and will use commercially reasonable efforts (including use and maintenance of commercially reasonable anti-virus software), to prevent the introduction of Viruses into the Developed Software, including upgrades, and that Contractor shall not knowingly include or knowingly permit the inclusion of any Virus in the Developed Software, including upgrades, or the operating environments of Purchasers ((a)-(c) collectively, the "**Developed Software Warranty**").

9.2 Developed Software Warranty Period. The Developed Software Warranty shall apply for a period of twelve (12) months from final acceptance (the "**Developed Software Warranty Period**").

9.3 Developed Software Remedy. If Purchasers notify Contractor during the Developed Software Warranty Period that the Developed Software failed to conform to the Developed Software Warranty, then Contractor shall promptly, at its option and sole expense: (i) correct the nonconformance; or (ii) provide Purchasers with a procedure reasonably acceptable to Purchasers to work-around the nonconformity without otherwise degrading or impairing the performance of the Developed Software. If Contractor is unable to accomplish (i) or (ii) within a reasonable period of time, Contractor shall return to Purchasers an amount of money reasonably estimated to compensate Purchasers for the deficiency in the Developed Software, unless such affected portion(s) substantially impairs the usefulness of the Developed Software to Purchasers, in which event Purchasers may elect within sixty (60) days of being notified by Contractor that it is unable to correct the nonconformity to receive a refund of all fees paid for the Developed Software. If Purchasers elect to receive a refund for the Developed Software, Purchasers' use of the Developed Software shall be limited to using the Developed Software for purposes of migrating any data stored in the Developed Software to a replacement product and Purchasers shall promptly return or certify to Contractor destruction of the Developed Software once such use is no longer needed. If the nonconformity results from a breach of the obligation under Section 9.1(d) and a Virus is introduced into the operating environment of Purchasers, Contractor shall, at no additional charge to Purchasers, take commercially reasonable steps to eliminate the effects of the Virus, and if the Virus causes a loss of operational efficiency or loss of data, to mitigate the effects of the loss of efficiency and to restore such lost data from backups.

9.4 Equipment Warranty. Contractor warrants that:

(a) any electrical equipment, mechanical device, computer hardware, telecommunications hardware, or other type of physical machinery delivered by Seller pursuant to this Agreement ("**Equipment**") will, in all material respects, operate on the automation control network for which the Equipment is intended in the manner described in the relevant Equipment documentation, the Contractor's Proposal and this Agreement, and the Equipment will possess the features, functionality, compatibility, configuration, scalability, performance and integration capabilities specified in the relevant Equipment documentation, the Contractor's Proposal and this Agreement;

(b) any Equipment shall fully comply with all requirements of the Contractor's Proposal and government environmental and safety standards applicable to the Equipment ((a)-(b) collectively, the "**Equipment Warranty**").

9.5 Equipment Warranty Period. The Equipment Warranty shall apply for a period of twelve (12) months from final acceptance (the "**Equipment Warranty Period**").

9.6 Equipment Remedy. If Purchasers notify Contractor during the Equipment Warranty Period that the Equipment failed to conform to the Equipment Warranty, then Contractor shall promptly, at its option and sole expense: (i) correct the nonconformance; or (ii) provide Purchasers with a procedure reasonably acceptable to Purchasers to work-around the

nonconformity without otherwise degrading or impairing the performance of the Equipment. If Contractor is unable to accomplish (i) or (ii) within a reasonable period of time, Contractor shall return to Purchasers an amount of money reasonably estimated to compensate Purchasers for the amount paid for the Equipment, or, if such has not been individually priced, the manufacturer's suggested retail price for the Equipment. Except where the Contractor's breach of the Equipment Warranty makes it not possible for Purchasers to do so, Purchasers shall return the nonconforming Equipment to the Contractor in the case of a refund.

9.7 Contractor's General Warranties. Contractor guarantees all work and materials developed or provided for the Project against original defects and against failure under ordinary usage, exclusive of ordinary wear and tear, and under such guarantee Contractor agrees to repair or replace defective work and materials at no expense to the Purchasers when notice of defects or failure is given to Contractor within one (1) year from the date of final acceptance of the work by the Purchasers. Contractor also makes such further guarantees as may be provided in the specifications. Contractor warrants and represents that:

(a) It understands the currently known and potential hazards and risks to human beings, property and the environment presented by hazardous substances at the Site.

(b) It is fully experienced, properly qualified, registered, equipped, organized and financed to perform the Work under this Agreement.

(c) It will conduct the Work and Services and provide the Goods in a safe and professional manner and in compliance with the December 29, 2008 Remedial Action Settlement Agreement between the Purchasers and the N.C. Division of Waste Management (the "RASA") and all applicable statutes, ordinances, orders, rules, AOCs and regulations of the federal, state and local governments in whose jurisdiction such activities are performed; it will perform the Work and Services in a manner consistent with that level of care and skill ordinarily exercised by other recognized and competent national contractors and professionals under similar circumstances; and it will conduct all of the Work and Services in a manner that is consistent with the National Contingency Plan (40 C.F.R. Part 300) in effect at the time the Services are rendered.

(d) Contractor will provide professional oversight and will cause the Goods and Services of each subcontractor to be accurate and free from material defects due to materials, workmanship, and/or design.

(e) It and/or its subcontractors have obtained, or will obtain, all permits, licenses, certificates or approvals necessary to perform the Work and Services required in the Contractor's Proposal and to comply with the RASA and all applicable statutes, ordinances, orders, rules, AOCs and regulations of the federal, state and local government.

(f) All applicable personnel, including subcontractors, have been fully trained in the health and environmental risks associated with the Work and Services at the Site and any safety precautions, personal protective equipment recommended or required.

(g) If any of its completed Goods and Services fail to conform to the above professional responsibility standard, it will, at its expense, perform corrective Services of the

type originally performed as may be required to correct any such defective Services of which it is notified by the Project Contacts in writing at any time.

(h) No portion of any payment pursuant to this Agreement shall be used: (i) as a bribe, kickback, rebate or illegal political contribution for the purpose of obtaining political influence; or (ii) in violation of applicable foreign exchange control regulations, tax laws or regulations, or other laws or regulations of any jurisdiction.

9.8 Non-Infringement Warranty.

(a) Contractor represents, warrants, and covenants that as delivered, installed, specified, or approved by Contractor and used by Purchasers or any third party authorized by Purchasers: (1) the Custom Materials are and will be at all times Contractor's original creation(s); (2) Contractor has and will not sell, grant, convey or assign any of Contractor's right, title or interest in or to the Custom Materials, deliverables, or any Intellectual Property Rights included therein to any person; and (3) the Custom Materials will not misappropriate, include or infringe, or otherwise violate any Intellectual Property Rights of any third party.

(b) Contractor will use reasonable efforts to further evidence, record and perfect assignments of the Custom Materials which shall be at the expense and under the control of Purchasers. Contractor agrees that Purchasers may apply for and receive domestic and foreign Letters Patent or rights of any other kind for inventions and discoveries associated with or later derived from the Custom Materials. At the reasonable request of Purchasers, Contractor shall execute and deliver any instruments, and do and perform any other acts and things as may be necessary or desirable for effecting completely the consummation of the transactions contemplated hereby, including without limitation execution, acknowledgment, and recordation of any documents, any and all powers of attorney, applications, assignments, declarations, affidavits, divisional, continuation, continuation-in-part, renewal, reissue, substitute and all other applications, and any other papers in connection therewith necessary to perfect such rights, title and interest in Purchasers, their successors, assigns and legal representatives.

(c) Contractor represents and warrants to Purchasers that (i) to the best of its knowledge Contractor has good and marketable title to the Custom Materials, and the exclusive right to sue for past, present, and future infringement thereof; (ii) the Custom Materials are free and clear of all liens, mortgages, security interests, or other encumbrances, and restrictions on transfer; (iii) to the best of its knowledge there are no actions, suits, investigations, claims, or proceedings threatened, pending, or in progress relating in any way to the Custom Materials; and (iv) there are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire, license or use any of the Custom Materials or any interest therein.

10. TERM AND TERMINATION.

10.1 Termination. In addition to any other remedies provided herein, the Purchasers may terminate this Contract by written notice to Contractor of the occurrence of any of the following events:

(a) Contractor fails to commence its services hereunder, or any portion thereof, within the specified time, or fails to complete its services within the specified time, or otherwise fails to comply with any term of this Contract or any request of the Purchasers made in accordance with its terms, provided that the Purchasers have given Contractor written notice of such failure and Contractor has not within forty-eight (48) hours remedied such failure, or commenced such remedy and thereafter continuously proceeds to complete such remedy; or

(b) If after two prior written notices by the Purchasers the Contractor thereafter fails to comply with any term of this Contract or any request of the Purchasers made in accordance with its terms; or

(c) Contractor becomes insolvent, petitions for any bankruptcy court proceeding, or has an involuntary bankruptcy proceeding for it filed by any creditor or group of creditors.

10.2 Effect of Termination. In the event of termination under this Article 10.1, no further payment shall be made to Contractor until the services provided for hereunder have been completed by another party or parties selected by the Purchasers and paid for. If the total amount paid to all Purchasers for services contracted for hereunder has been less than the maximum compensation provided for in the bid documents, the difference (but not more than the contract amount otherwise actually earned by Contractor) shall be paid to Contractor; and if said total amount paid to all parties has been more than the maximum compensation, Contractor shall repay the deficiency to the Purchasers. The Purchasers shall pay Contractor for services performed to the effective date of termination.

11. INDEMNITY PROVISIONS.

11.1 General Indemnity Obligations; Limitations of Liability. Contractor agrees to indemnify, hold harmless and defend the Purchasers and any and all of their affiliates, partners, directors, officers, members, agents or employees from and against all loss, injury, damage and legal liability, including attorneys' fees and other costs of defense, arising out of orresulting from any negligent act, error or omission of Contractor, its employees, subcontractors or representatives.

(a) Contractor assumes all liability for workers' compensation and employer's liability coverage for its own employees.

(b) Contractor shall be responsible for, and shall hold the Purchasers harmless from, loss of or damage to Contractor's or its subcontractor's construction tools and equipment and rented items which are used or intended for use in performing work, and for any consequential, special or indirect damages, or loss of anticipated profits sustained by Contractor or its subcontractors, unless such loss or damage is caused by Purchasers' negligence or willful misconduct.

(c) Contractors shall be responsible for, and shall hold the Purchasers harmless from all claims arising from a violation of any federal, state, local or foreign law, rule, regulation or order applicable to Contractor or any of its Agents.

(d) In no event shall either party be liable for any incidental or consequential damages, loss of use, lost profits, or business interruption damages, even if the parties may be aware of the possibility of such damages. In no event shall either party's total liability arising from or connected with this Agreement exceed $ 2,000,000. The foregoing disclaimers and limitations of liability will apply notwithstanding any other contrary provision of any agreement between the parties, and regardless of the form of action, whether in contract, tort, warranty, indemnity or otherwise.

11.2 Intellectual Property Infringement Indemnity. Contractor hereby indemnifies, defends and holds Purchasers and their Affiliates, and their respective officers, Members, directors, employees, advisors, successors and assigns (the "Purchasers' Party"), harmless from and against any and all damages, liabilities, losses, fines, penalties, costs, and expenses (including, without limitation, reasonable attorneys fees), as the same are incurred, of any kind or nature whatsoever which may be sustained or suffered by any such Purchasers' Party, based upon, arising out of, by reason of or otherwise in respect of or in connection with (i) any breach of, untruth or inaccuracy in any representation or warranty made by or on behalf of Contractor in this Agreement; and (ii) any claim that any of the Custom Materials, as delivered by Contractor to Purchasers, infringes any Intellectual Property Right, or any right of confidentiality, of a third party.

12. GENERAL PROVISIONS.

12.1 Subcontracting. The services under this Contract shall be rendered by Contractor and shall not be subcontracted to be performed by any other party without the prior written consent of the Purchasers. However, minor subcontracts, defined as those subcontracts comprising less than 15% (fifteen %) of the total contract price, may be let upon written notice to the Purchasers without waiting for prior written consent.

12.2 Delays. Neither the Purchasers nor Contractor shall be liable for default or delay under this Contract caused by acts of God, or other events beyond the control of such party. Such acts or events shall include storms, floods, fires, epidemics, war, riot, strikes, lockouts or other labor disputes, and acts of the government, its agencies or officers, federal, state, or local.

12.3 Suspension of Services. The Purchasers may suspend performance of services hereunder at any time by written notice to Contractor. All suspensions shall extend the Contract completion date commensurately. The Purchasers shall pay Contractor necessary and reasonable costs incurred by Contractor directly attributable to the suspension in addition to other compensation provided for by this Contract.

12.4 Notices. Notices of change, deficiencies, delays, claims or disputes shall be in writing, and shall furnish full information to the extent possible. The Party notified will acknowledge receipt by endorsement of a copy, if requested, or will otherwise confirm receipt in writing. Unless otherwise provided herein, notice will be given by delivery to the Purchasers' Representative or Project Coordinator, respectively. Any notice required or permitted under this contract shall be deemed to have been duly given if same shall have been delivered by hand or mailed via certified or registered mail (return receipt requested), or by any commercial express

delivery or courier service (with receipt), with postage or other charges prepaid, in an envelope addressed to the party to whom notice is to be given at the address shown below:

If to Contractor:

The RoviSys Company
480 Green Oaks Parkway
Holly Springs, NC 27540
Attn: Dan McLaughlin

If to Project Contact for Seaboard Group II and The City of High Point:

de maximis, inc.
1550 Pond Road, Suite 120
Allentown PA 18104
Attn: R. Craig Coslett, Administrator

If to City of High Point:

The Director of Public Services of
The City of High Point
211 South Hamilton Street
P.O. Box 230
High Point, NC 27061
Attn: Terry Houck

If to Seaboard Group II

de maximis, Inc
1550 Pond Road, Suite 120
Allentown, PA 18104
Attn: R Craig Coslett

With Copy to:

Seaboard Group II Group Counsel
c/o Williams Mullen
301 Fayetteville St.
Suite 1700
Raleigh, NC 27601
Attn: Amos C. Dawson III, Esquire

12.5 Dispute Resolution. Except to the extent it may invalidate or prejudice any insurance coverage of a Party, all disputes between the Parties arising out of or related to this Agreement shall be decided by alternate dispute resolution procedures as mutually agreed, and in

the absence of such agreement, disputes shall be decided by arbitration in accordance with the existing Construction Industry Arbitration Rules of the American Arbitration Association.

(a) Written notice of demand for arbitration must be given to the other party and to the American Arbitration Association within a reasonable time after the dispute has arisen, in no event after the date when the institution of court proceedings based on such dispute would be barred by the applicable statute of limitations.

(b) Unless otherwise agreed in this contract, the arbitration hearings shall be held at a place designated by the Purchasers. Costs of arbitration shall be apportioned between the parties as the arbitrator(s) may decide, consistent with the parties' intent that the non-prevailing party should bear said costs.

(c) The award shall be final. The award and this agreement to arbitrate may be specifically enforced and judgment entered thereon by any court having jurisdiction thereof.

(d) Contractor shall obtain from each subcontractor such subcontractor's written agreement to resolve disputes and controversies related to the Work or its subcontract with Contractor by arbitration in accordance with this Agreement and to be a party to arbitration between Purchasers and Contractor if requested by the Parties to this Agreement.

12.6 Attorneys' Fees. In the event of arbitration or litigation between the Parties to this Agreement, all reasonable attorneys' fees and other costs to protect or enforce the prevailing Party's rights shall be paid or reimbursed by the other Party.

12.7 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of the other provisions hereof. If any provision of this Agreement is unenforceable for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable.

12.8 Assignment. Contractor shall not assign or otherwise transfer its rights or obligations hereunder without the Purchasers' prior written consent.

12.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

12.10 Entire Agreement. This Agreement constitutes the entire agreement between the Parties, shall supersede all previous communications, and may not be changed except by a signed writing. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of each of the Parties and their respective successors and assigns.

12.11 Signatures. The undersigned signatories represent and warrant that each is the authorized representative of the Party for whom the contract is executed and that each is duly authorized to execute the Agreement on behalf of said Party.

12.12. No Employee Solicitation. During the term of this Agreement and a period of 12 months thereafter, Purchaser shall not hire, contract for, or otherwise engage the services of any person who provided any services in connection with this Agreement as an employee of Contractor. If Purchaser violates this paragraph, in addition to all other rights and remedies Contractor may have under this Agreement, at law or in equity, Contractor shall be entitled to (i) immediate and permanent injunctive relief (without no requirement to post bond), and (ii) as part of its damages, Contractor's reasonable legal costs and expenses for bringing and maintaining any such action.

12.13. This Agreement may be signed in counterparts, each of which, once the Parties have signed their respective counterparts, shall be deemed an original, fully enforceable counterpart for all purposes hereof, but all of which shall constitute one and the same Agreement. A signature transmitted electronically or by facsimile shall be deemed an original.

The RoviSys Company

By: _____

Printed Name: Daniel A. McLaughlin

Title: Group Manager

Seaboard Group II

By: _____

Printed Name: Jeffrey Heyward, Esq.

Title: Chairman, Executive Committee

City of High Point

By: _____

Printed Name: _____

Title: _____

Attachments: Exhibit A – Contractor's Proposal
Exhibit B – Schedule
Exhibit C– Contractor's Certificate of Insurance

Prosperity & Livability Committee Meeting

Chaired by Mayor Pro Tem Ewing
Committee Members: Ewing, Hudson, Peters, and Golden

June 5, 2019 – 9:00 a.m.
3rd Floor Lobby Conference Room
Minutes

"A Quorum of the Committee was not present"

Present:
Acting Chairman Jeff Golden, and Committee Member Wesley Hudson

Absent:
Chairman Jason Ewing and Committee Member Monica Peters

Also Present:
Council Member Don Scarborough

Staff Present:
Staff present: Randy McCaslin, Deputy City Manager; Randy Hemann, Assistant City Manager; Mark McDonald, Transportation Director; Greg Venable, Transportation Planner; Matt Carpenter, Traffic Signal Engineer; Lee Burnette, Planning and Development Director; Eric Olmedo, Managing Director; Lisa Vierling, City Clerk; and Mary Brooks, Deputy City Clerk

Others Present:
Patty P. Eason, P.E. Division Construction Engineer; and Brian Thomas, PE, Regional Traffic Engineer, Highway Divisions 7 and 9

News Media Present:
Pat Kimbrough, *High Point Enterprise*

Acting Chairman Golden called the meeting to order at 9:02 a.m..

DRAFT

Presentation: NCDOT Route Changes

Mark McDonald, Transportation Director introduced Patty P. Eason, P.E. Division Construction Engineer to give an update on the Skeet Club Road Project; and Brian Thomas, PE, Regional Traffic Engineer, Highway Divisions 7 and 9 to present the Proposed US 70 Route Changes.

Mr. Thomas made a PowerPoint Presentation (PPP) on the NCDOT Route Changes; spoke to the history of collapsing numbered routes onto existing pavement led to significant route overlaps; to how overlapping routes required overly large freeway signs with multiple route designators; to reducing the number of routes on freeway signs; to better serving the community by providing route continuity and alternate primary highway access to Guilford county; and to removing and diverting traffic from congested concurrent interstate routes. Mr. Thomas continued discussion regarding minimizing the number of routes on a given facility; simplifying freeway sign designs to make them less confusing and promote quicker motorist comprehension; discussed elimination of I-85 Business; stated it is not recognized as part of the official interstate route system; and that it was eliminated by NCDOT in the Greensboro area in the late 2018; discussed the proposed relocation of US 70 process; the requirements on applying to the American Association of State Highway and Transportation Officials; spoke to requesting resolutions for support from the Greensboro Urban Area Metropolitan Planning Organization (MPO) and the High Point Urban Area MPO. Mr. Thomas stated he contacted and presented the proposal to local communities that were impacted; and provided Anticipated Questions on the proposal as follows:

- Will traffic increase?
  The Department does not expect additional traffic along the route.
- What about trucks?
  The proposal does not provide additional truck access. No additional truck traffic expected.
- Will this proposal limit/control access along the corridor?
  No. The proposal does not introduce access control along the corridor.

Randy McCaslin, Deputy City Manager asked if the signage was the only change. Council Member Golden inquired on the timeframe for Google Maps to be updated for the new signage. Mr. Thomas replied that the signage was the only change; and spoke to a two-month timeframe for Google Maps to be updated.

Matt Carpenter, Traffic Signal Engineer asked if there is a financial commitment required from the city for signage changes. Mr. Thomas replied no.

Randy Hemann, Assistant City Manager asked if the local community would have an opportunity to review the new signage to assure correctness of locations. Mr. Thomas stated it would not affect any Way Findings; and that they would only be adding upgraded route signage primarily to locate that route.

DRAFT

Update Skeet Club Road Project

Patty P. Eason, P.E. Division Construction Engineer Patty extended greetings; spoke to the delayed progress of the Skeet Club Road Project; explained issues with the project due to the weather and utility relocations; spoke to having a four lane pattern completed by the end of the year; to adding funds to the contract for utilities; and to having weekly meetings with the management and the NCDOT to address issues before construction.

Randy McCaslin, Deputy City Manager asked was the four-lane project from Barrow Road to Eastchester; and inquired on the timeframe for the project from Barrow Road to Johnson Street. Ms. Eason replied yes, and gave a timeframe of 7 to 8 months.

Matt Carpenter, Traffic Signal Engineer inquired about the closure schedule and timeframe for the intersection at Waterview Road. Ms. Eason stated there would be an update and press release to the public when the closure happens; that updates would be provided; and gave a timeframe of four to five months.

Ms. Eason Patty voiced appreciation for patience from community; spoke to the contractors efforts to keep the project moving; to widening the bridge; spoke to the shift at Gordon Road and Cypress Court to continue; to resolving utility issues; to concerns of speeding from the community; to enforcing the recommended speed of 35 mph with a message board displayed for drivers.

Mr. McCaslin asked what the speed limit would be after completion of the project. Ms. Eason stated the design speed was 50 mph by the NCDOT; and that they could accommodate with a speed limit of 45 mph.

Mr. Carpenter inquired on the York and Ambassador realignment design. Ms. Eason stated the preliminary design was being reviewed by the road work staff; and that updates would be provided.

Adjournment

There being no further business to come before the Prosperity and Livability Committee, the meeting adjourned at 9:35 a.m. upon motion duly made and seconded.

Respectfully Submitted,

_____

Mary S. Brooks, Deputy City Clerk

_____

Jeff Golden, Acting Chairman

DRAFT

CITY OF HIGH POINT
AGENDA ITEM

Title: Budget Amendment for Insurance Reserve Fund

From: Laura Mason Altizer
Budget & Performance Manager

Meeting Date: June 17, 2019

Public Hearing: N/A

Advertising Date: N/A
Advertised By: N/A

Attachments: Budget ordinance

PURPOSE:
A budget amendment is needed to increase appropriations for the Insurance Reserve Fund due to increased employee premiums paid and expenses for health care and dental care claims.

BACKGROUND:
The FY 2018-2019 Approved Budget for the Insurance Reserve Fund was $17,437,491. Expenditures in the fund will exceed the budget by approximately $100,000.

BUDGET IMPACT:
The $100,000 budget amount is available in fund balance; therefore, this amount is proposed to be funded by appropriating fund balance.

RECOMMENDATION / ACTION REQUESTED:
The Budget Department requests that Council approve the budget amendment.

"AN ORDINANCE AMENDING THE 2018-2019 BUDGET ORDINANCE OF THE CITY OF HIGH POINT, NORTH CAROLINA FOR THE INSURANCE RESERVE FUND

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

Section 1. The expenditures for the Insurance Reserve Fund are projected to exceed budget by $100,000 due to increased health and dental care costs.

Section 2. In order to recognize and appropriate these funds, the FY 2018-2019 Budget Ordinance for the City of High Point should be amended as follows:

(A) That the Insurance Reserve Fund revenues be amended as follows:

Fund Balance	$100,000

(B) That the Insurance Reserve Fund expenditure budget be amended as follows:

Health/Dental Care	$ 100,000

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 17, 2019

STATE OF NORTH CAROLINA

CITY OF HIGH POINT **CONTRACT – SRO Program**

THIS CONTRACT, entered into this 17 day of July, 2019, by and between the **CITY OF HIGH POINT**, a North Carolina municipal corporation, with a principal place of business located at 211 South Hamilton Street, High Point North Carolina, hereinafter referred to as ("City"); and THE BOARD OF EDUCATION OF GUILFORD COUNTY, is a North Carolina body corporate in the State of North Carolina, with a principal place of business located at 712 North Eugene Street, Greensboro, North Carolina, hereinafter referred to as ("Board");

WITNESSETH:

THAT WHEREAS, the Board desires special law enforcement services to be rendered by the City of HIGH POINT, namely the providing of School Safety Resource Officers (SROs) and

WHEREAS, the City of HIGH POINT has agreed to provide such special law enforcement services to the Board upon certain terms and conditions provided hereinafter; and

WHEREAS, Part 1 of Article 20 of Chapter 160A of the North Carolina General Statutes empowers any unit of local government to enter into an interlocal agreement in order to execute an undertaking whereby a unit of local government exercises any power, function, public enterprise, right, privilege, or immunity either jointly with or on behalf of another unit of local government;

NOW, THEREFORE, in consideration of the mutual promises contained herein and pursuant to the authority of the General Statutes of the State of North Carolina, and the acts and things done and performed, and to be done and performed by the parties hereto, one with the other, the parties mutually agree as follows:

SECTION 1. DUTIES AND RESPONSIBILITIES OF THE CITY

1.01 The City shall provide eight (8) sworn police officers to be assigned to specific middle/high schools as School Safety Resource Officers (SROs) by the Chief of Police. The selection of the individual officers shall be at the discretion of the Chief of Police. During the term of this agreement, the primary duty and responsibility of the SROs shall be to the schools. The SROs are expected to be on duty at school on regular school

days, summer school days, and available for special assignments during the weeks when school is not in session. SRO assignments may be adjusted based on needs identified by the Chief of Police or the Police Department's SRO Supervising Officer upon consultation with the Board's Administrator for School Safety. The normal duty hours for SROs at their school(s) are 8:00 a.m. to 4:00 p.m. Changes to these hours can be made by agreement with the Program Administrators for School Safety, the principal of the school, and the Chief of Police or the Police Department's SRO Supervising Officer.

1.02 It is understood that, in the event of Police Department emergencies, the School Safety Resource Officers may be required, for short periods of time, to attend such emergencies in lieu of their duties under this Contract. In the event that such a need arises, the Chief of Police or his designee may notify the Board's Program Administrator for School Safety as soon as practical. For purposes of this Contract, "emergency" is defined as an event that involves an imminent threat of death or serious bodily injury or a threat to the wellbeing and safety of the citizens of High Point which requires immediate action. The emergency assignment shall be completed in a timely manner so as not to create unnecessary jeopardy to school safety.

1.03 It is understood that the School Safety Resource Officers are employees of the High Point Police Department and will be subject to the vacation and holiday schedule of the department. In the event an SRO is absent from work, the SRO shall notify both their police department supervisor and the principal of the school to which the SRO is assigned. It is understood and agreed that time spent by SROs attending court for juvenile and/or criminal cases arising from or out of their assignment as an SRO shall be considered as hours worked under this Contract.

1.04 The City shall ensure that the exercise of any law enforcement powers by the SROs is in compliance with the authority granted by law and that they receive basic and in-service training necessary to properly maintain their law enforcement certification.

1.05 SROs shall coordinate and communicate with the principal or his or her designee as necessary to effectively perform their duties.

1.06 The City agrees to provide each SRO with the necessary law enforcement supplies and forms required in the performance of their duties.

SECTION 2. DUTIES AND RESPONSIBILITIES OF THE BOARD

2.01 The Superintendent of the Board has designated the Board's Program Administrator for School Safety as the person to work with, coordinate activities of, and otherwise communicate with the School Safety Resource Coordinator and the City on behalf of the Board.

2.02 For the fiscal year covered by this agreement (FY 2019-2020), the Board shall pay to the City the amount needed to pay eleven months of the actual salaries and benefits for the eight SROs as set out in the attached cost sheet incorporated herein by reference.

2.03 The Board shall also pay to the City the amounts set out below to cover vehicle maintenance costs, and half of the funds necessary to cover training costs and replacement over a two-year period of three law enforcement vehicles.

TRAINING: $500.00 per officer

VEHICLE MAINTENANCE: $1,500.00 per officer

VEHICLE: $20,250.00 total

2.04 The Board shall make biannual (twice a year) payments to the City to cover the costs set out in 2.02 and 2.03 above. Invoices shall be sent to the Board in January and June and Board shall have thirty (30) days from the invoice date to make payment. Payments to the City should be sent to the City of High Point Finance Department.

2.06 The Board through its principals or their designees shall provide and maintain, to the extent resources are available, office space, furniture and/or telephone to SROs through the duration of this contract.

SECTION 3. SCHOOL RESOURCE OFFICER PROGRAM

3.01 The general outline of the Program shall be as provided in the separately executed "School Resource Officer Program Memorandum of Understanding (MOU)" which is incorporated herein by reference. In the event of any conflict between any provision of this contract and the School Resource Officer Program MOU, the terms of the MOU shall prevail except that this contract shall prevail only with respect to the issue of payment for SRO services.

3.02 School officials shall allow SROs to inspect and copy any public records maintained by the school including student directory information such as yearbooks. However, law enforcement officials may not inspect and/or copy confidential student education records except in emergency situations. If some information in a student's cumulative record is needed in an emergency situation to protect the health and/or safety of the student or other individuals, school officials may disclose to the SRO the information that is needed to respond to the emergency situation based on the seriousness of the threat to someone's health and/or safety. This disclosure is based upon the immediacy of the need and the impact of the delay in obtaining said information from other sources. If confidential student records information is needed, but no emergency situation exists, the information may be released only upon a signed notarized consent of a parent or guardian, the issuance of a search warrant or a subpoena to produce the records.

SECTION 4. TERM OF AGREEMENT

4.01 This Agreement shall be made for a one-year period beginning on the date of signature, and ending on June 30, 2020, with the intent to renew the Agreement, contingent upon

the availability of the necessary funding through the appropriation of state and/or local funding or designated grants for SROs, for successive terms beginning on July 1.

4.02 Upon expiration, this Agreement shall continue from year to year without re-execution subject to the amount budgeted by the Board each year and the right of either party to terminate as set out below.

SECTION 5. TERMINATION

5.01 Either party may terminate this Agreement by serving written notice upon the other party at least thirty (30) days in advance of such termination.

SECTION 6. INVALID PROVISION

6.01 Should any part of this Agreement be declared invalid by a court of law, such decision shall not affect the validity of any remaining portion, which shall remain in full force and effect as if the invalid portion was never a part of this Agreement when it was executed.

6.02 Should the severance of any part of this Agreement materially affect any other rights or obligations of the parties hereunder, the parties hereto will negotiate in good faith to amend this Agreement in a manner satisfactory to the parties. Failing agreement on such amendment, either party may, by notice in writing, terminate this Agreement forthwith, subject to the provisions of this Agreement relating to termination.

SECTION 7. ASSIGNMENT

7.01 Neither party to this Agreement shall, directly or indirectly, assign or propose to assign this Agreement or any of its rights or obligations in whole or in part to any third party without the prior written consent of the other party.

SECTION 8. NO WAIVER

8.01 The failure of either party to enforce at any time any of the provisions, rights or elections shall not in any way affect the validity of this Agreement. The failure to exercise by either part any of its rights herein or any of its elections under the terms and conditions herein contained shall not preclude or prejudice it from exercising the same or any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.

SECTION 9. COMPLETE AGREEMENT

9.01 This Agreement is the complete Agreement of the parties; may be amended or modified only in writing; and supersedes, cancels and terminates any and all prior agreements or understandings of the parties, whether written or oral, concerning the specific subject matter hereof.

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

ATTEST:

BY: _____
Lisa B. Vierling, City Clerk

CITY OF HIGH POINT

BY: _____
Greg Demko, City Manager

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

6-25-19
_____
Bobby Fitzjohn, City Finance Director

Approved as to Form:

_____
JoAnne L. Carlyle
City Attorney

Approved as to Content:

_____
Chief of Police, City of High Point

THE BOARD OF EDUCATION OF GUILFORD COUNTY

ATTEST:

By: _____

_____
Clerk to the Board

This instrument has been preaudited in the Manner required by the School Budget and Fiscal Control Act.

_____
Guilford County Board of Education
Chief Financial Officer

Approved as to Form:

_____
Attorney for Guilford County
Board of Education

City of High Point

High Point Police Department
School Resource Officer Contract

COST SHEET FOR FISCAL YEAR 2019-2020

Eleven Months of Salary and Benefits for 8 Police Officers	$	495,990.00
Vehicle Maintenance: $1,500.00 per officer	$	12,000.00
Half of Vehicle Replacement costs (3 vehicles over 2 years)	$	20,250.00
Training: $500.00 per officer	$	4,000.00
TOTAL	$	532,240.00

CITY OF HIGH POINT
AGENDA ITEM

Title: Appointments – Historic Preservation Commission

From: City Clerk's Office

Meeting Date: June 17, 2019

Public Hearing: N/A

Advertising Date / Advertised By: N/A

Attachments: Applications

PURPOSE:
To appoint Brenda Stewart and Holly Davis to the Historic Preservation Commission.

BACKGROUND:
Council Member Jeff Golden is recommending the appointment of Brenda Stewart to the Historic Preservation Commission as his Ward 1 appointee. Ms. Stewart's appointment will be effective immediately and will expire on 7/1/2021.

Mayor Pro Tem Ewing is recommending the appointment of Holly Davis to the Historic Preservation Commission as his Ward 6 appointee. Ms. Davis' appointment will be effective 7/1/2019 and will expire 7/1/2022.

BUDGET IMPACT:
N/A

RECOMMENDATION / ACTION REQUESTED:
Council is requested to confirm the appointment of Brenda Stewart and Holly Davis to the Historic Preservation Commission.

Profile

Brenda
First Name

Stewart
Last Name

ncbrenda@hotmail.com
Email Address

120 James Road 2C
Street Address

Suite or Apt

High Point
City

NC
State

27265
Postal Code

What district do you live in? *

- [x] Within High Point Corporate Limits

Home: (336) 471-6488
Primary Phone

Home:
Alternate Phone

PT. Kevin Patton CPA
Employer

Which Boards would you like to apply for?

Historic Preservation Commission: Submitted

4
Ward you reside in?

Interests & Experiences

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

Recent BA in Anthropology, Archaeology. Prior experience in Historical Preservation Board, Cultural Resource Management training, Resort and Property Management, Tourism experience, Museum experience.

Upload a Resume

Have you participated in Leadership High Point?

- [ ] Yes
- [x] No

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

Gender

- [x] Female

Profile

Holly
First Name

Davis
Last Name

h.a.davis@sbcglobal.net
Email Address

307 Otteray Avenue
Street Address

Suite or Apt

High Point
City

NC
State

27262
Postal Code

What district do you live in? *

- [x] Within High Point Corporate Limits

Home: (336) 887-6463
Primary Phone

Mobile: (972) 207-2399
Alternate Phone

Junior League of High Point
Employer

Which Boards would you like to apply for?

Historic Preservation Commission: Submitted

Ward 4
Ward you reside in?

Interests & Experiences

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

I have lived in High Point for six years, in the Emerywood/Roland Park area, in a home built in 1921. When we were considering what area to live in we were attracted to the unique architecture of the historic homes in the older section of Emerywood. I also work at a historic property, the Briles House on North Main Street, I feel that it is important to preserve the history of our community. In my former community, Waxahachie, Texas, I was a president and served on the board of Historic Waxahachie for six years. I also was employed by the company that oversaw the restoration of the historic Ellis County Courthouse, a Texas landmark, a learned so much about the proper ways to restore, not just renovate,structures. I have also recently joined the High Point Preservation Society board.

Upload a Resume

Have you participated in Leadership High Point?

○ Yes ◉ No

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

Gender

☑ Female

CITY OF HIGH POINT
AGENDA ITEM

Title: School Resource Officer Contract with The Board of Education of Guilford County

From: Kenneth J. Shultz, Police Chief

Meeting Date: June 17, 2019

Public Hearing: N/A

Advertising Date / Advertised By: N/A

Attachments: Resolution and Contract

PURPOSE:
Request to approve the School Resource Officer (SRO) Contract with The Board of Education of Guilford County.

BACKGROUND:
Each year the Board of Education of Guilford County contracts with the City of High Point for SRO coverage at the four high schools and four middle schools which are located within High Point. The proposed contract for eight (8) officers is being requested to cover the school year 2019/2020. The Board of Education of Guilford County shall reimburse the City for $532,240.00 for the salaries and equipment of the officers assigned to the program.

BUDGET IMPACT:
The funding for salary and equipment expenses was considered/calculated into our proposed budget for Fiscal Year 2020.

RECOMMENDATION / ACTION REQUESTED:
The Police Department is requesting that City Council approve this request to contract with The Board of Education of Guilford County for eight (8) School Resource Officers.

RESOLUTION RATIFYING AND AUTHORIZING THE EXECUTION OF CONTRACT WITH GUILFORD COUNTY BOARD OF EDUCATION FOR THE SCHOOL SAFETY RESOURCE OFFICER PROGRAM

WHEREAS, The Board of Education of Guilford County ("Board") desires assistance of the City of High Point ("City") in providing School Safety Resource Officers ("SROs) for additional police services to create safe and crime free educational campuses; and

WHEREAS, there is a need to maintain the School Safety Resource Officer Program ("SRO Program") jointly operated by the City and the Board in select public schools; and

WHEREAS, the City and the Board believe that the continued operation of the SRO Program is vital in protecting and safeguarding these campuses and seeks to memorialize the continued operation through a written contract; and

WHEREAS, under this contract, the City agrees to provide eight (8) officers for a period of one year to the SRO Program and the Board shall reimburse the City for $532,240.00 for the salaries and equipment of the officers assigned to the SRO Program for a period beginning on the date of contract signature through June 30, 2020; and

WHEREAS, the City and the Board shall continue to work together to ensure the successful protection of those educational campuses; and

WHEREAS, the City would like to enter into a contract with the Board for providing SROs.

NOW THERFORE, BE IT RESOLIVED by the High Point City Council that the attached contract between the City and the Board for the SRO Program in the amount of $532,240.00 is hereby ratified as required by N.C.G.S. 160A-461, and the City Manager is hereby authorized to execute the attached contract on behalf of the City, and that this resolution ratifying the interlocal cooperation between the City and the Board is hereby spread upon the minutes of the High Point City Council.

Adopted this the 17th day of June, 2019.

Lisa B. Vierling High Point City Clerk	Mayor Jay W. Wagner

STATE OF NORTH CAROLINA

CITY OF HIGH POINT **CONTRACT – SRO Program**

THIS CONTRACT, entered into this ____ day of _____, 2019, by and between the **CITY OF HIGH POINT**, a North Carolina municipal corporation, with a principal place of business located at 211 South Hamilton Street, High Point North Carolina, hereinafter referred to as ("City"); and THE BOARD OF EDUCATION OF GUILFORD COUNTY, is a North Carolina body corporate in the State of North Carolina, with a principal place of business located at 712 North Eugene Street, Greensboro, North Carolina, hereinafter referred to as ("Board");

WITNESSETH:

THAT WHEREAS, the Board desires special law enforcement services to be rendered by the City of HIGH POINT, namely the providing of School Safety Resource Officers (SROs) and

WHEREAS, the City of HIGH POINT has agreed to provide such special law enforcement services to the Board upon certain terms and conditions provided hereinafter; and

WHEREAS, Part 1 of Article 20 of Chapter 160A of the North Carolina General Statutes empowers any unit of local government to enter into an interlocal agreement in order to execute an undertaking whereby a unit of local government exercises any power, function, public enterprise, right, privilege, or immunity either jointly with or on behalf of another unit of local government;

NOW, THEREFORE, in consideration of the mutual promises contained herein and pursuant to the authority of the General Statutes of the State of North Carolina, and the acts and things done and performed, and to be done and performed by the parties hereto, one with the other, the parties mutually agree as follows:

SECTION 1. DUTIES AND RESPONSIBILITIES OF THE CITY

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days, summer school days, and available for special assignments during the weeks when school is not in session. SRO assignments may be adjusted based on needs identified by the Chief of Police or the Police Department's SRO Supervising Officer upon consultation with the Board's Administrator for School Safety. The normal duty hours for SROs at their school(s) are 8:00 a.m. to 4:00 p.m. Changes to these hours can be made by agreement with the Program Administrators for School Safety, the principal of the school, and the Chief of Police or the Police Department's SRO Supervising Officer.

1.02 It is understood that, in the event of Police Department emergencies, the School Safety Resource Officers may be required, for short periods of time, to attend such emergencies in lieu of their duties under this Contract. In the event that such a need arises, the Chief of Police or his designee may notify the Board's Program Administrator for School Safety as soon as practical. For purposes of this Contract, "emergency" is defined as an event that involves an imminent threat of death or serious bodily injury or a threat to the wellbeing and safety of the citizens of High Point which requires immediate action. The emergency assignment shall be completed in a timely manner so as not to create unnecessary jeopardy to school safety.

1.03 It is understood that the School Safety Resource Officers are employees of the High Point Police Department and will be subject to the vacation and holiday schedule of the department. In the event an SRO is absent from work, the SRO shall notify both their police department supervisor and the principal of the school to which the SRO is assigned. It is understood and agreed that time spent by SROs attending court for juvenile and/or criminal cases arising from or out of their assignment as an SRO shall be considered as hours worked under this Contract.

1.04 The City shall ensure that the exercise of any law enforcement powers by the SROs is in compliance with the authority granted by law and that they receive basic and in-service training necessary to properly maintain their law enforcement certification.

1.05 SROs shall coordinate and communicate with the principal or his or her designee as necessary to effectively perform their duties.

1.06 The City agrees to provide each SRO with the necessary law enforcement supplies and forms required in the performance of their duties.

SECTION 2. DUTIES AND RESPONSIBILITIES OF THE BOARD

2.01 The Superintendent of the Board has designated the Board's Program Administrator for School Safety as the person to work with, coordinate activities of, and otherwise communicate with the School Safety Resource Coordinator and the City on behalf of the Board.

2.02 For the fiscal year covered by this agreement (FY 2019-2020), the Board shall pay to the City the amount needed to pay eleven months of the actual salaries and benefits for the eight SROs as set out in the attached cost sheet incorporated herein by reference.

2.03 The Board shall also pay to the City the amounts set out below to cover vehicle maintenance costs, and half of the funds necessary to cover training costs and replacement over a two-year period of three law enforcement vehicles.

TRAINING: $500.00 per officer

VEHICLE MAINTENANCE: $1,500.00 per officer

VEHICLE: $20,250.00 total

2.04 The Board shall make biannual (twice a year) payments to the City to cover the costs set out in 2.02 and 2.03 above. Invoices shall be sent to the Board in January and June and Board shall have thirty (30) days from the invoice date to make payment. Payments to the City should be sent to the City of High Point Finance Department.

2.06 The Board through its principals or their designees shall provide and maintain, to the extent resources are available, office space, furniture and/or telephone to SROs through the duration of this contract.

SECTION 3. SCHOOL RESOURCE OFFICER PROGRAM

3.01 The general outline of the Program shall be as provided in the separately executed "School Resource Officer Program Memorandum of Understanding (MOU)" which is incorporated herein by reference. In the event of any conflict between any provision of this contract and the School Resource Officer Program MOU, the terms of the MOU shall prevail except that this contract shall prevail only with respect to the issue of payment for SRO services.

3.02 School officials shall allow SROs to inspect and copy any public records maintained by the school including student directory information such as yearbooks. However, law enforcement officials may not inspect and/or copy confidential student education records except in emergency situations. If some information in a student's cumulative record is needed in an emergency situation to protect the health and/or safety of the student or other individuals, school officials may disclose to the SRO the information that is needed to respond to the emergency situation based on the seriousness of the threat to someone's health and/or safety. This disclosure is based upon the immediacy of the need and the impact of the delay in obtaining said information from other sources. If confidential student records information is needed, but no emergency situation exists, the information may be released only upon a signed notarized consent of a parent or guardian, the issuance of a search warrant or a subpoena to produce the records.

SECTION 4. TERM OF AGREEMENT

4.01 This Agreement shall be made for a one-year period beginning on the date of signature, and ending on June 30, 2020, with the intent to renew the Agreement, contingent upon

the availability of the necessary funding through the appropriation of state and/or local funding or designated grants for SROs, for successive terms beginning on July 1.

4.02 Upon expiration, this Agreement shall continue from year to year without re-execution subject to the amount budgeted by the Board each year and the right of either party to terminate as set out below.

SECTION 5. TERMINATION

5.01 Either party may terminate this Agreement by serving written notice upon the other party at least thirty (30) days in advance of such termination.

SECTION 6. INVALID PROVISION

6.01 Should any part of this Agreement be declared invalid by a court of law, such decision shall not affect the validity of any remaining portion, which shall remain in full force and effect as if the invalid portion was never a part of this Agreement when it was executed.

6.02 Should the severance of any part of this Agreement materially affect any other rights or obligations of the parties hereunder, the parties hereto will negotiate in good faith to amend this Agreement in a manner satisfactory to the parties. Failing agreement on such amendment, either party may, by notice in writing, terminate this Agreement forthwith, subject to the provisions of this Agreement relating to termination.

SECTION 7. ASSIGNMENT

7.01 Neither party to this Agreement shall, directly or indirectly, assign or propose to assign this Agreement or any of its rights or obligations in whole or in part to any third party without the prior written consent of the other party.

SECTION 8. NO WAIVER

8.01 The failure of either party to enforce at any time any of the provisions, rights or elections shall not in any way affect the validity of this Agreement. The failure to exercise by either part any of its rights herein or any of its elections under the terms and conditions herein contained shall not preclude or prejudice it from exercising the same or any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.

SECTION 9. COMPLETE AGREEMENT

9.01 This Agreement is the complete Agreement of the parties; may be amended or modified only in writing; and supersedes, cancels and terminates any and all prior agreements or understandings of the parties, whether written or oral, concerning the specific subject matter hereof.

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

ATTEST:

BY: _____
Lisa B. Vierling, City Clerk

CITY OF HIGH POINT

By: _____
Mayor Jay W. Wagner

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

_____
City Finance Director

Approved as to Form:

_____
JoAnne L. Carlyle
City Attorney

Approved as to Content:

_____
Chief of Police, City of High Point

THE BOARD OF EDUCATION OF GUILFORD COUNTY

ATTEST:

By: _____

_____
Clerk to the Board

This instrument has been preaudited in the Manner required by the School Budget and Fiscal Control Act.

_____
Guilford County Board of Education
Chief Financial Officer

Approved as to Form:

_____
Attorney for Guilford County
Board of Education

City of High Point

High Point Police Department
School Resource Officer Contract

COST SHEET FOR FISCAL YEAR 2019-2020

Eleven Months of Salary and Benefits for 8 Police Officers	$	495,990.00
Vehicle Maintenance: $1,500.00 per officer	$	12,000.00
Half of Vehicle Replacement costs (3 vehicles over 2 years)	$	20,250.00
Training: $500.00 per officer	$	4,000.00
TOTAL	$	532,240.00

AFFP
NOTICE OF INTENTION TO APPLY

Affidavit of Publication

STATE OF NORTH CAROLINA }
COUNTY OF GUILFORD } SS

Cherayne Faris, being duly sworn, says:

That she is the billing clerk of the The High Point Enterprise, a daily newspaper of general circulation, printed and published in High Point, Guilford County, North Carolina; that the publication, a copy of which is attached hereto, was published in the said newspaper on

June 20, 2019

That said newspaper was regularly issued and circulated on those dates.
SIGNED:

Cherayne Faris
the billing clerk

Subscribed to and sworn to me this 20th day of June 2019.

Barbara M Daniels
Barbara Daniels, Notary, Guilford County, North Carolina

My commission expires: February 01, 2022

30145612 30869260

GREG DEMKO
CITY OF HP CITY MANAGER
PO BOX 230
HIGH POINT, NC 27261

BARBARA M DANIELS
NOTARY
PUBLIC
GUILFORD COUNTY, NC

NOTICE OF INTENTION TO APPLY TO THE LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF BONDS

NOTICE IS HEREBY GIVEN of intention of the undersigned to file application with the Local Government Commission, Raleigh, North Carolina for its approval of the issuance of general obligation bonds of the City of High Point, North Carolina which shall be for the following purposes and in the following maximum amounts:

$22,000,000 of bonds to pay capital costs of providing streets and sidewalks, including without limitation bridges, viaducts, causeways, overpasses, underpasses, alleys and bicycle lanes; paving, grading, resurfacing, and widening streets; sidewalks, curbs and gutters, culverts, and drains; traffic controls, signals, and markers; lighting; and grade crossings and the elimination thereof and grade separations; streetscaping, landscaping and pedestrian improvements; transit stop improvements; and the acquisition of land therefor;

$21,500,000 of bonds to pay capital costs of providing for the acquisition, construction, renovation, improvement, expansion, furnishing and equipping of parks and recreation facilities, including without limitation senior centers, athletic fields, parks, playgrounds, recreation centers, shelters and pool facilities and the acquisition of land therefor;

$6,500,000 of bonds to pay capital costs of providing housing projects for the benefit of persons of low income, or moderate income, or low and moderate income, including without limitation construction or acquisition of projects to be owned by a city or housing authority, and loans, grants, interest supplements and other programs of financial assistance to persons of low income, or moderate income, or low and moderate income, and developers of housing for persons of low income, or moderate income, or low and moderate income, and the acquisition of land therefor.

Any citizen or taxpayer of the City of High Point, North Carolina objecting to the issuance of any or all of said bonds, within seven (7) days after the date of publication of this notice, may file with the Local Government Commission, 3200 Atlantic Avenue, Longleaf Building, Raleigh, NC 27604, Attention: Secretary, and with the undersigned, a written statement setting forth each objection to the proposed bond issue and such statement shall contain the name and address of the person filing it.

CITY OF HIGH POINT,
NORTH CAROLINA
/s/ Lisa B. Vierling
City Clerk
City of High Point,
North Carolina
June 20, 2019