

City of High Point

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



Meeting Agenda

Monday, October 20, 2008

4:45:00 PM

Council Chambers

Committee of the Whole

*Rebecca R. Smothers, Mayor
M. Christopher Whitley, Mayor Pro Tem
Latimer B. Alexander, IV, William S. Bencini,
John Faircloth, Michael D. Pugh, Bernita Sims,
Lisa M. Stahlmann, Ronald B. Wilkins*

ROLL CALL, PRAYER, PLEDGE OF ALLEGIANCE**PRESENTATION OF ITEMS****FINANCE COMMITTEE - Council Member Whitley, Chair**

Committee Members - Bencini, Faircloth, Pugh

080267**Contract - Bid No. 17 - Underground Line Truck**

Approval of contract awarding Bid No. 17 for the purchase of a Underground Line Truck for the Electric Department. Purchasing and the Electric Department recommends that contract be awarded to Piedmont Ford Truck in the amount of \$184,806.00 which is the lowest responsible and responsive bidder meeting specifications.

10/20/2008 Committee of the Whole approved

080283**Contract - Bid No. 25 - Directional Drilling Machine**

Approval of award of contract for Bid No. 25 for the purchase of a Directional Drilling Machine. Purchasing and Fleet Services recommends that contract be awarded to Vermeer Mid Atlantic, Inc. in the amount of \$171,742.00 which is the lowest responsible and responsive bidder meeting specifications.

10/20/2008 Committee of the Whole approved

080284**Contract - Bid No. 28 - Painting of 5 MG and 10 MG Tanks at Ward Plant**

Approval of contract awarding for Bid No. 28 for the painting of a 5 MG and 10 MG Water Storage Tanks at the Ward Water Plant. Purchasing and Public Services recommend that contract be awarded to Municipal Tank coating and Sandblasting, Inc, in the amount of \$91,200.00 which is the lowest responsible and responsive bidder meeting specifications.

10/20/2008 Committee of the Whole approved

080285**Condemnation Proceedings - Northwest Sanitary Sewer/Greenway Project**

Council is requested to authorize the City Attorney's office to begin condemnation Proceedings on the following properties:

Abram M. Bradley and wife Lois Bradley 561 S. Bunker Hill Road

Bessie Idol, Heirs 910 S. Bunker Hill Road

Fred J. Mabe and wife, Doris T. Mabe 8839 Boylston Road

Tony G. Idol and wife, Katherine P. Idol 8834 Boylston Road
Ricky S. Idol and wife, Patricia L. Idol

Brian Andrew Farah, and wife 8755 Bame Road
Nadine Faarah

Vernida R. Atkins and 9058 Stack Road
JoAnne Atkins Chadwick

David Jerold Stack and wife, 9005 Stack Road
Violet A. Stack,

These properties are needed for the Northwest Sanitary Sewer and Greenway Project. Each property owner was mailed a certified letter giving them 30 days notice of our intention to begin condemnation proceedings. Attached are copies of maps showing each area in question.

10/20/2008 Committee of the Whole approved

080286**Policy - Protection of Personal Identifying Information**

Consideration of adoption of a policy statement for the protection of personal identifying information (identify theft prevention program) as mandated by the Federal Trade Commission (FTC).

10/20/2008 Committee of the Whole approved

080290**Budget Ordinance Amendment - Willard Dairy Road Widening Project**

Adoption of an capital project ordinance amendment for supplemental funding for the Willard Dairy Road Widening Project.

10/20/2008 Committee of the Whole adopted

080291**Bid No. 26 - Intersection Improvements - Eastchester Drive/Willard Dairy Road**

Approval of contract awarding Bid No. 26 for Eastchester Drive/Willard Dairy Road Intersection Improvements. Purchasing and Engineering Services recommend that contract be awarded to Mainline Contracting in the amount of \$798,519.80 which is the lowest responsible and responsive bidder meeting specifications.

10/20/2008 Committee of the Whole approved

PUBLIC SAFETY COMMITTEE - Council Member Alexander, Chair

Committee Members - Faircloth, Stahlmann, Pugh, Wilkins

PUBLIC SERVICES COMMITTEE - Council Member Sims, Chair

Committee Members - Alexander, Pugh

080248**Revisions to the City's Solid Waste Ordinance**

Consideration and approval for revisions to the City of High Point's Solid Waste Collection and Disposal Ordinance.

9/2/2008 Committee of the Whole deferred

Public Services
Committee

9/15/2008 Committee of the Whole deferred

Public Services
Committee

10/20/2008 Committee of the Whole adopted

Committee Members - Alexander, Sims, Whitley, Wilkins

PLANNING & DEVELOPMENT COMMITTEE - Council Member Bencini, Chair

Committee Members - Faircloth, Sims, Stahlmann, Whitley

080287**Resolution of Intent - Street Abandonment 08-22 - Hunter Farms, Inc.**

Approval of a resolution of intent that establishes a public hearing date of November 17, 2008 to consider a request by Hunter Farms, Inc. for the abandonment of a 50-foot wide improved portion of right-of-way, known as Montgomery Street, between E. Dayton Avenue and Irbywood Avenue.

10/20/2008 Committee of the Whole adopted

080288**Northwest Development Area**

Consideration of a proposed interim land development policy for the northwest portion of the city's planning area.

10/20/2008 Committee of the Whole approved

080292**Appointments - Boards and Commissions**

Consideration of the following appointments to Boards and Commissions:

Board of Adjustment

Appointment of Ozzie Hough from an alternate member to a regular member. Mr. Hough to fill the expired term of Marie Stone. Appointment effective immediately and will expire July 1, 2011.

Appointment of Allan Tarbell from an alternate member to a regular member. Mr. Tarbell to fill the expired term of Dusty Leonard. Appointment effective immediately and will expire July 1, 2011.

Historic Preservation Commission

Reappointment of Julius Clark, Diane Peace and Shane Brown to HPC.

Reappointments effective immediately and will expire October 17, 2011.

10/20/2008 Committee of the Whole approved

PUBLIC HEARINGS ON ITEMS**080289****Annexation Agreement - City of High Point/City of Greensboro**

Consideration of a joint annexation agreement between the City of High Point and the City of Greensboro that replaces the existing annexation agreement.

10/20/2008 Committee of the Whole approved

ADJOURNMENT



October 15, 2008

MEMORANDUM

TO: Strib Boynton
City Manager

FROM: Louanne C. Hedrick
Budget & Evaluation Officer

SUBJECT: Agenda Item for City Council

A NCDOT Municipal Agreement has been executed for the widening of Willard Dairy Road. In order to appropriate funding for the project, a budget amendment is attached for City Council approval.

The budget amendment for \$771,125 recognizes \$300,000 in revenues from NCDOT as well as \$471,125 in developer contributions from Carolina Investment. The remaining \$27,395 is available in the City's bond fund for Intersections.

Jeff Moore, Keith Pugh, and I will be available if you have any questions.

cc: Pat Pate
Randy McCaslin
Keith Pugh
Jeff Moore

"A CAPITAL PROJECT ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
FOR SUPPLEMENTAL FUNDING FOR
THE WILLARD DAIRY ROAD WIDENING PROJECT

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

Section 1. The City has an executed NCDOT Municipal Agreement for the widening of SR 1836 – Willard Dairy Road for multi-lanes as described in the Municipal Agreement. The project will be paid by revenues from NCDOT and contributions from Carolina Investment, and City of High Point Intersection Bonds in the amount of \$27,395.

Section 2. The following additional revenues that will be available to the City of High Point include:

- (A) That the General Capital Project Ordinance Fund of the City of High Point, is hereby amended as follows:

State NCDOT Revenues (411999)	\$ 300,000
Developer Reimbursement Revenues (483002)	471,125

- (B) That the following General Capital Project Ordinance expenditures for the Willard Dairy Road project be established as follows be established:

Infrastructure Improvements	\$ 771,125
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Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

Adopted this _____ day of October, 2008

Publish four (4) consecutive weeks: **October 24 & 31 and November 7 & 14, 2008**

RESOLUTION OF INTENT TO CONSIDER A
STREET ABANDONMENT
(Case # SA08-22)

WHEREAS, the City Council has been requested to close an improved portion of right-of-way known as Montgomery Street located between Irbywood Drive and East Dayton Avenue, and

WHEREAS, G.S. 160A-299 requires the Council to first adopt a resolution declaring its intent to close the street and calling a public hearing on the question;

NOW, THEREFORE BE IT RESOLVED, THAT THE COUNCIL declares its intent to consider the abandonment of the street above described and sets Monday, November 17, 2008, at 5:30 p.m. as the date for said public hearing before the Council of the City of High Point, in the Council Chambers of the Municipal Building, High Point, on the closing of said street.

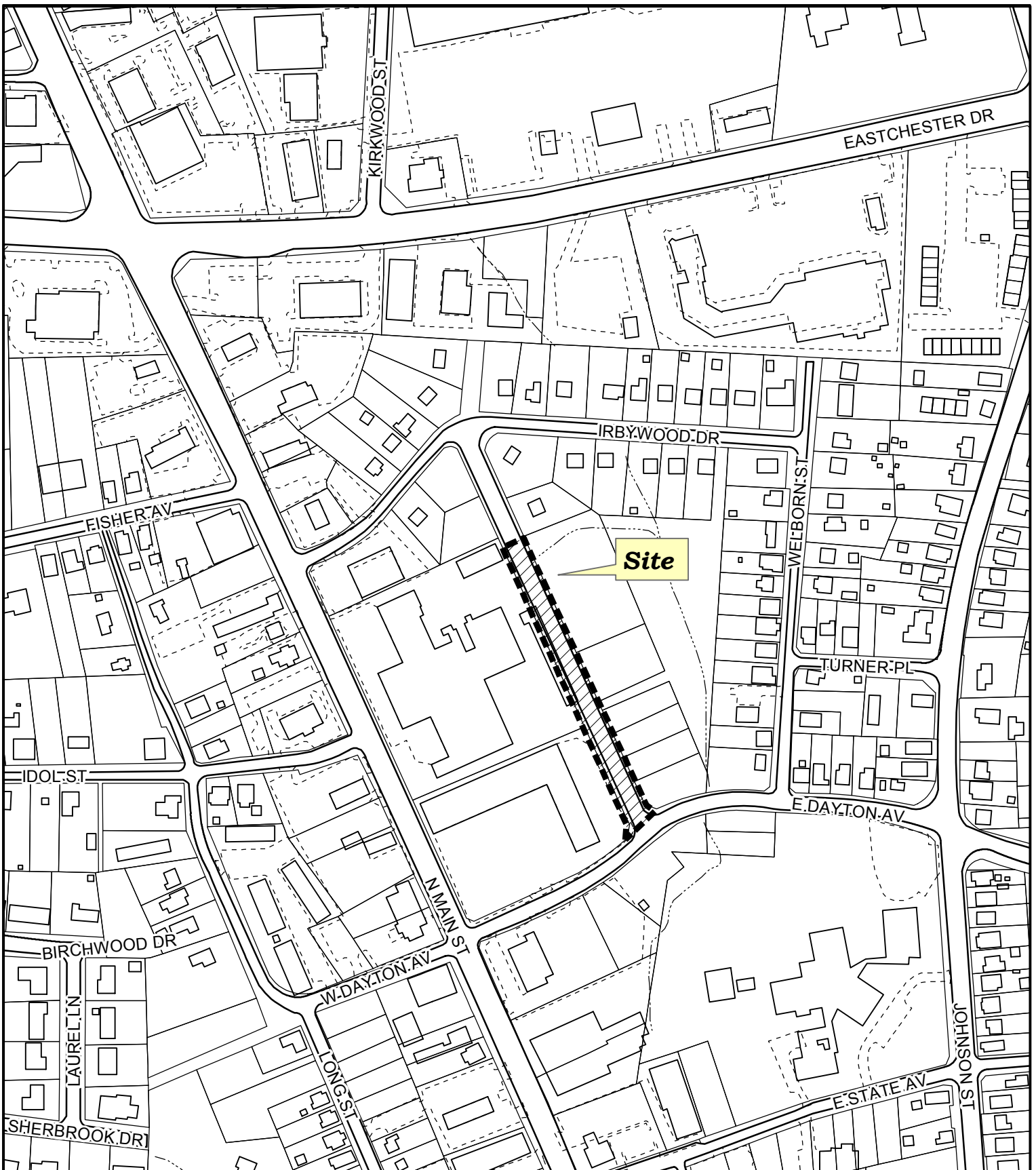
Persons wishing to be heard either for or against the said street closing are asked to be present for the hearing. The meeting facilities of the City of High Point are accessible to people with disabilities. If you need a special accommodation, call 336/883-3298 or TDD# 336/883-8517.

Further information pertaining to this request is available at the Planning and Development in the Municipal Office Building, 211 South Hamilton Street, Room 316, High Point, North Carolina, 336/883-3544 or FAX 336/883-3056.

By Order of the City Council
This the 23rd day of October 2008.

Lisa B. Vierling, City Clerk

Petition Submitted By:
Hunter Farms – High Point Division, Inc
Lyles Holdings, Inc.



STREET ABANDONMENT REQUEST 08-22

Applicant: Hunter Farms, Inc.
Lyles Holdings, Inc.
Area: 0.943 acres



Location of requested street abandonment

Planning & Development
Department

City of High Point

Date: October 14, 2008



Scale: 1"=300'

y:/ba-pz/2008/pz/sa08-22.mxd

BID INFORMATION AND RECOMMENDATION**BID #** 25-092408**DATE OPENED:** September 24, 2008**DESCRIPTION:** Directional Drilling Machine**BID PACKAGES DISTRIBUTED:** 7**DEPARTMENT:** Fleet Services Department**SOURCE OF FUNDS:** 631795-532401**BUDGETED AMOUNT:** \$ 175,000**RECOMMENDED AWARD**

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	Directional Drilling Machine	\$171,742.00	\$171,742.00

PURPOSE: This will be an addition to the Electric Department equipment inventory.**COMMENTS:** The low bidder did not meet all specifications. See attached memo from Gary Smith.**BID TABULATION**

VENDOR NAME	MAKE & MODEL	PRICE	DELIVERY
Vermeer Mid Atlantic, Inc. 8424 Norcross Road Colfax, NC 27235 Phone: 336.996.1400 Fax: 336.996.6822	Vermeer 20X22II w/McLaughlin V750G Vacuum	\$171,742.00	30 Days
Ditch Witch of NC 807 Knox Road McLeansville, NC 27301 Phone: 336.697.2323	Ditch Witch Model 2020 w/Ditch Witch FX25 Vacuum	\$163,631.00	15 Days
Greensboro Tractor Company 2820 South Elm-Eugene St. Greensboro, NC 27406	Bid was received late.... Sealed bid is in file.		

The **PURCHASING DEPARTMENT AND FLEET SERVICES DEPARTMENT** recommend that the contract for the **DIRECTIONAL DRILLING MACHINE** be awarded to **VERMEER MID ATLANTIC, INC.**, the lowest responsible and responsive bidder meeting specifications, in the amount of **\$171,742.00**.

DATE OF RECOMMENDATION: October 15, 2008


Strib Boynton, CITY MANAGER

Fleet Services Department

Gary L. Smith
DIRECTOR



MEMORANDUM

DATE: August 1, 2008
TO: Bob Martin, Purchasing Director
FROM: Gary L. Smith, Director of Fleet Services *Gary L. Smith*
SUBJECT: Recommendation

Bid No: 25-092408

Date of Bid Opening: September 24, 2008

Description: Directional Drilling Machine

We have reviewed the bids received for one (1) Directional Drilling Machine. The low bidder did not indicate exceptions; however after review the machine submitted by Ditch Witch of NC did not meet specifications. Some of the major items include:

Specifications requested a maximum spindle speed of 208rpm. The Ditch Witch maximum is 150rpm. The faster speed will keep the bore path straighter and will allow more production during the drilling process. Specifications requested a bolt on replaceable gear drive with lifetime warranty on rack & pinion gears. The Ditch Witch has a welded on gear drive instead of bolt on. When the gear drive breaks on the Ditch Witch it will require cutting the section with a torch and welding the new section back in place. The Vermeer offers a bolt on gear drive which is easily serviced and downtime is kept to a minimum. Vermeer includes a lifetime warranty on the rack and pinion gears. Specifications requested a minimum rod bend radius of 101.9'. Ditch Witch has a bend radius of 130'. The lower bend radius allows the operator to make smaller turns in tighter areas to miss underground objects. Specifications also requested a rock adaptable terrain tool to drill in varying soil conditions. This feature is not available through Ditch Witch and would require the purchase of a separate drill stem and tooling.

All of these items were specified to maximize productivity and reduce downtime due to maintenance. As a result, we recommend the second lowest bidder Vermeer Mid Atlantic. This will be an addition to the Electric Department equipment inventory.

Unit Price: \$171,742

Account # 631795 532401

NORTH CAROLINA

GUILFORD COUNTY

GREENSBORO-HIGH POINT JOINT ANNEXATION AGREEMENT

THIS AGREEMENT, made and entered into this the 20th day of October, 2008 by and between the City of Greensboro and the City of High Point.

WHEREAS, the City of Greensboro and the City of High Point entered into a joint annexation agreement on December 20, 1988;

WHEREAS, the City of Greensboro and the City of High Point amended this joint annexation agreement on November 1, 1999;

WHEREAS, the City of Greensboro and the City of High Point desire to enter into a new joint annexation agreement to replace the 1988 joint annexation agreement;

WHEREAS, the City of Greensboro and the City of High Point, both being duly incorporated municipalities under the laws of the State of North Carolina, desire to eliminate uncertainty among residents and property owners in unincorporated areas adjacent to the two Cities and also to improve planning by public and private interests in such areas;

WHEREAS, Chapter 1009 of the 1987 Session Laws of the North Carolina General Assembly (hereinafter referred to as the "Act") authorizes municipalities located in Guilford County to enter into agreements designating areas which are not subject to annexation by the participating municipalities; and

NOW, THEREFORE, THE TWO CITIES AGREE AS FOLLOWS:

1. This Agreement is executed pursuant to the authority of the Act.
2. This Agreement shall terminate on the 21st day of October, 2038.
3. Attached hereto and incorporated herein by reference is Exhibit A which describes a Line 1 and a Line 2 in Guilford County. No portion of land west or south of Line 1 or Line 2 described in Exhibit A shall be annexed by the City of Greensboro during the term of this Agreement. No portion of land east or north of Line 1 or Line 2 described in Exhibit A shall be annexed by the City of High Point during the term of this Agreement. In the area between the southern end of Line 1 and the northern end of Line 2, which is in the vicinity of the Town of Jamestown, the Jamestown-High Point and the Greensboro-Jamestown Annexation Agreement boundaries shall be observed by the respective Cities.
4. Attached hereto and incorporated herein by reference is Exhibit B which is a map of a portion of Guilford County that indicates Line 1 and Line 2 described in Exhibit A.
5. For the purposes of this Agreement, whenever the right-of-way line of a street, other than an Interstate highway, described in Exhibit A is moved due to an increase in right-of-way width or a change in alignment, the Agreement Line shall be on the new right-of-way line.
6. The effective date of this Agreement is October 20, 2008.

7. At least thirty (30) days before the adoption of any annexation ordinance covering property within Guilford County by either City, the Planning Director of the City which is considering annexation shall give written or electronic notice to the other City of the proposed annexation. The City of High Point need not provide notice if a straight line from the property proposed for annexation to the closest point on Line 1 or Line 2 passes through property already within the High Point city limits. The City of High Point and the City of Greensboro hereby authorize each other to use whichever of these two forms of notice the City sending the notice prefers. Such notice shall describe the area to be annexed by a legible map, clearly and accurately showing the boundaries of the area to be annexed in relation to: the boundaries of the area which the annexing City has agreed not to annex pursuant to this Agreement; roads, streams, and any other prominent geographical features. Such notice shall not be effective for more than one hundred eight (180) days.
8. From and after the effective date of this Agreement, neither City may consider in any manner the annexation of any area in violation of the Act or this Agreement. From and after the effective date of this Agreement, neither City may annex all or any portion of any area in violation of the Act or this Agreement.
9. Nothing in the Act nor this Agreement shall be construed to authorize the annexation of any area which is not otherwise subject to annexation under applicable law, except G.S. 160A-58.1(b)(2) shall not apply.
10. Any party, which shall believe that a violation of the Act or this Agreement has occurred, shall have available to it all remedies and relief authorized by the Act in addition to such remedies or relief as are authorized by other applicable law.
11. This Agreement may not be amended or terminated except upon the written agreement of both Cities, approved by resolution of the governing boards and executed by the Mayors of the Cities, and spread upon their respective minutes.
12. The Cities shall cooperate in the provision of water and sewer services to properties on both sides of the agreement line. Each City may permit properties on its side of the annexation agreement line to receive water and/or sewer service from the other City.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by each of their properly authorized officials on the day and year first above written, and this Agreement is executed in duplicate.

ATTEST:

D. Scavely
Asst. City Clerk

CITY OF GREENSBORO

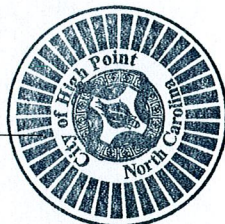
By: *Therone J. Johnson*
Mayor

APPROVED AS TO FORM:

Anaigues N. Kontar
City Attorney

ATTEST:

Lisa A. Verling
City Clerk



APPROVED AS TO FORM:

W. B. [Signature]
City Attorney

CITY OF HIGH POINT

By: *Rebecca R. Smith*
Mayor

Exhibit A

Line 1

BEGINNING at a point, said point being the intersection of the present southern right-of-way line of Business Interstate 40 with the Guilford/Forsyth County Line; thence along said right-of-way line and the southern right-of-way line of Interstate 40 in an easterly direction approximately 21,900 feet to a point, said point being the intersection of the extension of the western right-of-way line of Pegg Road with the southern right-of-way line of U.S. Interstate 40 (note: for the purposes of this description, it is assumed that National Service Road is a 60-foot right-of-way that lies totally outside the right-of-way of Interstate 40); thence in a southerly direction approximately 6,200 feet along the western right-of-way line of Pegg Road to the southwesternmost corner of the Greensboro city limits; thence in an easterly direction approximately 1,800 feet along the Greensboro city limits to a point in the western right-of-way line of Millwood School Road; thence in a southerly direction along said right-of-way line approximately 800 feet to its intersection with the northern right-of-way line of Gallimore Dairy Road; thence in an easterly direction approximately 3,700 feet along the northern right-of-way line of Gallimore Dairy Road to its intersection with the projection of the southern right-of-way line of South Chimney Rock Road; thence in an easterly direction approximately 3,600 feet along the southern right-of-way line of South Chimney Rock Road to the northeast corner of Lot 12 as shown on a plat of Plantation Farms Subdivision as recorded in Plat Book 21, Page 34 in the Office of the Register of Deeds, Guilford County, North. Carolina, said point being further described as a point in the existing corporate limits for the City of Greensboro; thence the following bearings and distances along the existing corporate limits of the City of Greensboro and along the east line of Lot 12, said east line being near a stream: S 62°26'30" W 200 feet to a point; S 41°29' W 579.10 feet to a point; thence S 43° 01' 30" W 475.3 feet to a point, said point being the most southerly corner of said Lot 12; thence S 87°26' E 1008.9 feet along the southern line of Lot 18 of said Plantation -Farms subdivision to the southwest corner of Lot 26B of a resubdivision plat of Plantation Farms subdivision as recorded in Plat Book 22, Page 84 in the Office of the Register of Deeds; thence S 87° 26' E 745 feet following the southern line of said resubdivision to the southwest corner of Lot 24E, said point being on the Greensboro city limits; thence along the Greensboro city limits in an easterly direction along the southern boundary of said subdivision 17.75 feet to the northwest corner of Junie Lee Gordon, said point being on the common corporate limits of both Greensboro and High Point; thence S 18°57' W 108.95 feet along Gordon's west line to Gordon's southwest corner; thence S 83°31' E 273.93 feet along Gordon's south line to Gordon's southeast corner, said point being in the western right-of-way line of Tarrant Road (SR 1552); thence in a southwesterly direction approximately 1,100 feet along said western right-of-way line to a point; thence crossing Tarrant Road in an easterly direction approximately 60 feet along a line that is perpendicular to the eastern margin of Tarrant Road, said point being further described as a common corner of Charles E. Tester and Lot 3 of Section 2 of the W. A. McDowell subdivision as recorded in Plat Book 67, Page 66 in the Office of the Register of Deeds; thence S 04°38' 43" W 160.73 feet along the western line of said Lot 3, a common line with Tester, to the southwest corner of said Lot 3; thence N 59°04' 45" E 334.03 feet along the south line of said Lot 3 to a common corner of said Lot 3 and W. Arnold McDowell; thence S 29° 53' 20" E approximately 200 feet along the southern boundary of said Lot 3 and the southeasterly-extension of said line to a point in the centerline of a stream; thence in an easterly direction approximately 450 feet along the meanderings of said stream to its intersection with the western right-of-way line of Boulder Road; thence in a southerly direction approximately 520 feet along the western right-of-way line of Boulder Road; thence S 85° 49' 10" E approximately 584 feet, crossing Boulder Road and along the south line of Lot 3 of L. B. Gallimore subdivision, as recorded in Plat Book 63, Page 65 in the Office of the Register of Deeds, to the southeast corner of said Lot 3, said point being further described as a point in the west line of Martin Marietta; thence N 33°16' 50" E 445.4 feet along the west line of Martin Marietta, said point being on the east line of Lot 1 of Barker-Frazier Excavating, Inc. subdivision, as recorded in Plat Book 73, Page 304 in the Office of the Register of Deeds; thence leaving the corporate limits of the City of Greensboro N 33° 16' 50" E approximately 1,265 feet along the east line of E. W. Wilson, as recorded in Deed Book 2753, Page 471 in the Office of the Register of Deeds, and the east line of Carolina Cast Stone, Inc. to the southwest corner of Lot 1 of Property of Martin Marietta Materials, Inc., as recorded in Plat Book 174, Page 51 in the Office of the register of Deeds; thence with the south line of said Lot 1 the following four courses and distances: 1) N 88° 30' 04" E 415.50 feet to a point, 2) N 17° 40' 36" E 573.20 feet to a point, 3) S 88° 10' 29" E 239.66 feet to a point, and 4) S 88° 09' 03" E 253.76 feet to the southeast corner of said Lot 1; thence continuing S 88° 09' 03" E 46.24 feet with the south line of Lot 2 on said plat to the southeast corner of Lot 2; thence continuing S 88° 09' 03" E approximately 1,000 feet along the projection of said south line to the western right-of-way line of Hornaday Road Extension; thence with said right-of-way line S 01° 26' 48" W approximately 100 feet to a new iron pin; thence continuing with said right-of-way line with a curve to the left having a radius of 410.00 feet, an arc length of 224.62 feet, and a chord bearing and distance

of S 14° 14' 55" E 221.82 feet to a point on the existing corporate limits of the City of Greensboro; thence with said corporate limits S 01° 28' 35" W 11.40 feet to a point; thence with said corporate limits S 05° 57' 46" W 24.50 feet to the southwest corner of Wilson Trucking Corporation, as recorded in Deed Book 2963, Page 710 in the Office of the Register of Deeds; thence with said corporate limits along Wilson Trucking's southern line N 89° 17' 37" E 25.77 feet to a new iron pin on the southern right-of-way line of Hornaday Road Extension; thence departing from the corporate limits of the City of Greensboro with said right-of-way line of Hornaday Road Extension with a curve to the left having a radius of 410.00 feet, an arc length of 543.74 feet, and a chord bearing and distance of S 73° 50' 15" E 504.76 feet to a new iron pin; thence continuing with said right-of-way line N 68° 10' 11" E 134.00 feet to a new iron pin; thence continuing with said right-of-way line with a curve to the right having a radius of 350.00 feet, an arc length of 105.38 feet, and a chord bearing and distance of N 76° 47' 41" E 104.98 feet to a new iron pin; thence continuing with said right-of-way line N 85° 25' 11" E 37.89 feet to a point on the existing corporate limits of the City of Greensboro; thence with said corporate limits S 01° 40' 29" W 241.98 feet to the southwest corner of Wilson Subdivision, as recorded in Plat Book 63, Page 45 in the Office of the Register of Deeds, also being the northwest corner of the "City of Greensboro Special Use Lot", as recorded in Plat Book 158, Page 48 in the Office of the Register of Deeds; thence departing from the corporate limits of the City of Greensboro with the western line of said Lot S 01° 41' 27" W 197.09 feet to the southwest corner of said Lot; thence N 89° 22' 14" E 242.84 feet with the southern line of said Lot to a point on the western right-of-way line of the Greensboro Western Urban Loop (Interstate 73); thence with said right-of-way line in a southerly direction approximately 1,840 feet to its intersection with the western right-of-way line of Guilford College Road; thence in a southerly direction along the western right-of-way line of Guilford College Road approximately 3,600 feet to its intersection with the westward projection of the northern right-of-way line of Ruffin Road; thence following said projection approximately 120 feet in an easterly direction to the intersection of the eastern right-of-way line of Guilford College Road and the northern right-of-way line of Ruffin Road; thence along the eastern right-of-way line of Guilford College Road approximately 4,800 feet to its intersection with the eastwardly projection of the north line of Lot 1 of Property of Steve A Ratcliffe, Adna G. Ratcliffe, Jack A. Gardner, Terry A. Gardner, and Hazel G. Freshwater, as recorded in Deed Book 76, Page 86 in the Office of the Register of Deeds.

Line 2

Beginning at a point, said point being the intersection of the western right-of-way line of Guilford College Road and the northwestern line of property of DDC Investments, LLC, identified as Tax Map 91-6805, Block 885, Parcel 3; thence in an easterly direction, crossing Guilford College Road, to the intersection of its eastern right-of-way line and the northwestern right-of-way line of Business Interstate 85; thence following said northwestern right-of-way line in a northeasterly direction approximately 6,400 feet to a point, said point being the intersection of said right-of-way line and the western projection of Marie B. Elkins' north property line (ACL 3-185, Block 805, Lot 10); thence following said property line projection S 84°15' E approximately 1,150 feet to a point in the northern line of Marie B. Elkins, said point being on the eastern right-of-way line of new Interstate 85; thence following the northern property line of Groome heirs as recorded in Deed Book 2941, Page 199 in the Office of the Register of Deeds, Guilford County, North Carolina, S 84°15' E 2,200 feet to a point, said point being a northeast corner of Marie B. Elkins; thence South 02° West approximately 60 feet to a point, said point being the northwest corner of Marjorie Groome heirs (ACL 3-185, Block 805, Lot 18), as described in Deed Book 2731, Page 662 in the Office of the Register of Deeds, Guilford County, North Carolina; thence along said northern line, S 58°40' E 287 feet to the western right-of-way of Groometown Road; thence following tile western right-of-way of Groometown Road approximately 27,800 feet in a southerly direction to the Guilford/Randolph County line.

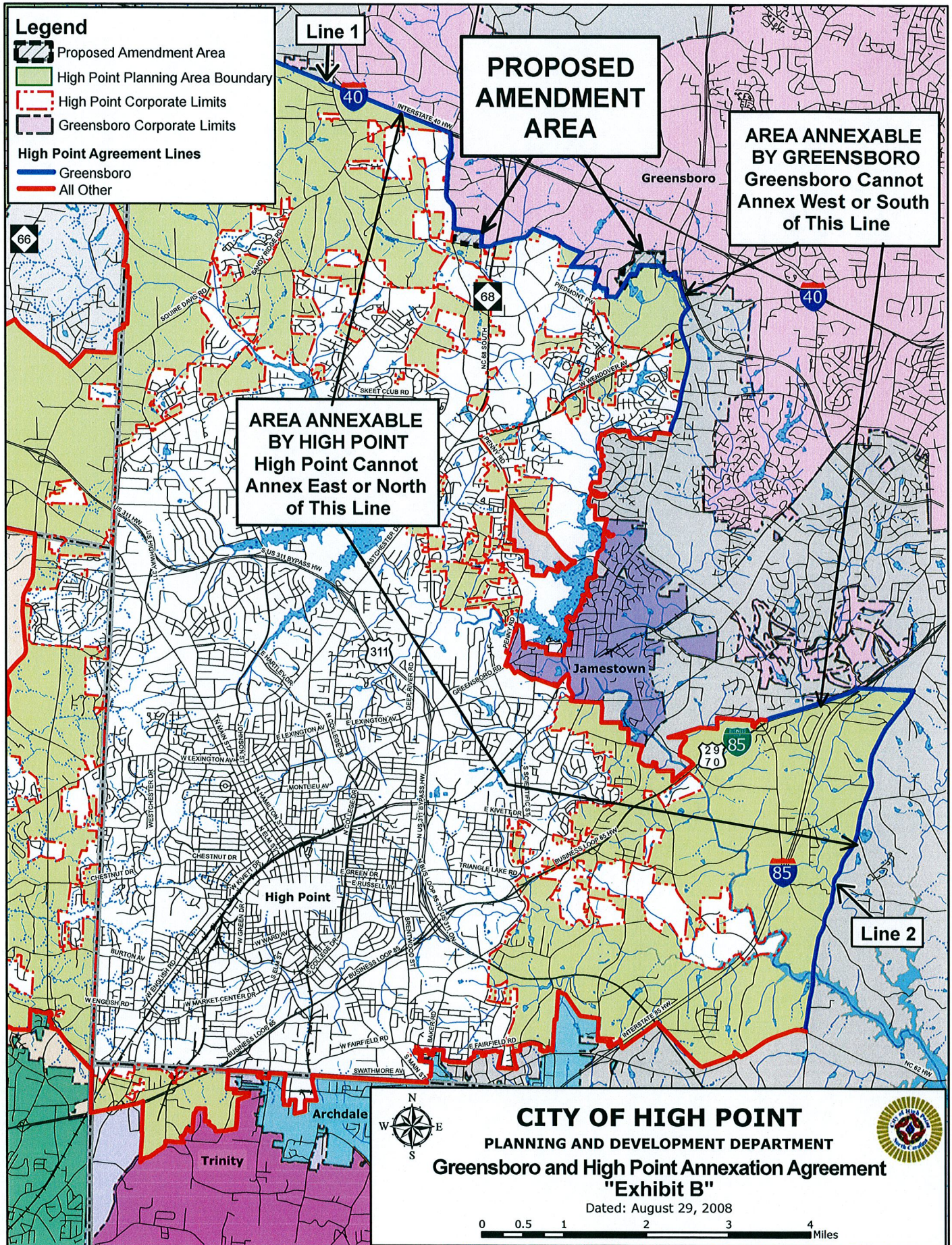
Legend

-  Proposed Amendment Area
-  High Point Planning Area Boundary
-  High Point Corporate Limits
-  Greensboro Corporate Limits
- High Point Agreement Lines**
 -  Greensboro
 -  All Other

PROPOSED AMENDMENT AREA

AREA ANNEXABLE BY GREENSBORO
Greensboro Cannot Annex West or South of This Line

AREA ANNEXABLE BY HIGH POINT
High Point Cannot Annex East or North of This Line



CITY OF HIGH POINT

PLANNING AND DEVELOPMENT DEPARTMENT

Greensboro and High Point Annexation Agreement
"Exhibit B"

Dated: August 29, 2008

0 0.5 1 2 3 4 Miles

BID INFORMATION AND RECOMMENDATION**BID #** 28-100908**DATE OPENED:** October 9, 2008**DESCRIPTION:** Painting 5 MG and 10 MG Tanks (Ward Plant)**BID PACKAGES DISTRIBUTED:** 9**DEPARTMENT:** Public Services Department**SOURCE OF FUNDS:** 421779-533701-421001015805-40202**BUDGETED AMOUNT:** \$ 155,000**RECOMMENDED AWARD**

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1 LT	Painting 5 MG and 10 MG Tanks (Ward Plant)	\$ 91,200.00	\$91,200.00

PURPOSE: Painting 5 MG and 10 MG Water Storage Tanks at the Ward Water Plant**COMMENTS:****BID TABULATION**

CONTRACTOR	BID AMOUNT
MUNICIPAL TANK 125 FAIRWOOD RD. ROCKINGHAM, NC 28379	\$91,200.00
SOUTHERN PAINT 3306 LIBERTY RD. GREENSBORO, NC 27406	\$114,675.00
CAROLINA MANAGEMENT TEAM 110 DEERFIELD PLACE ARCHDALE, NC 27263	\$143,480.00
SOUTHERN CORROSION 738 THELMA RD. ROANOKE RAPIDS NC 27870	\$155,590.00
R. E. MCLEAN TANK CO. P O BOX 1062 GASTONIA, NC 28053	\$160,000.00

The **PURCHASING DEPARTMENT AND PUBLIC SERVICES DEPARTMENT** recommend that the contract for the **PAINTING 5 MG and 10 MG TANKS (WARD PLANT)** be awarded to **MUNICIPAL TANK COATING & SANDBLASTING, INC.**, the lowest responsible and responsive bidder meeting specifications, in the amount of **\$91,200.00**.

DATE OF RECOMMENDATION: October 15, 2008
Stib Boynton, CITY MANAGER

MEMORANDUM

Date: October 15, 2008

To: Pat Pate, Asst. City Manager

From: Terry Houk, Asst. Director of Public Services (T. H.)

Re: Agenda Item

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

Acceptance of the low bid submitted by Municipal Tank Coating and Sandblasting, Inc. for Painting the 5 MG and 10 MG Storage Tanks at the Ward Water Plant

Public Services is recommending the bid be accepted for:

Painting 5 MG and 10 MG Tanks (Ward Plant)	\$91,200.00
--	-------------

Funding for this contract will come from: 421779-533701-421001015805-40202.

Cc: W. Chris Thompson
Jeff Moore
Bob Martin
Patty Sykes
Wendell Pickett
File



DAVIS-MARTIN-POWELL & ASSOCIATES, INC.

ENGINEERING • LAND PLANNING • SURVEYING

6415 Old Plank Road, High Point, NC 27265

(336) 886-4821 • Fax (336) 886-4458 • www.dmp-inc.com

October 13, 2008

Re: City of High Point, N.C.
Ward Water Treatment Plant
Tank Improvements
Bid No. 28-100908
DMP Project 80049(AL)

Mr. Chris Thompson, PE
Director of Public Services
City of High Point
PO Box 230
High Point, NC 27261

Dear Chris:

On October 10, 2008 the bids on the above referenced project were opened by the Purchasing Department of the City of High Point. The Bid includes surface preparation and painting of both the 5MG and 10MG storage tanks at the Ward Water Plant, including logos, and the installation of miscellaneous safety items. A total of five bids were submitted, and we have summarized the lowest three Bids below. A detailed bid tabulation of all bids received is also attached.

<u>Bidder</u>	<u>Bid Amount</u>
Municipal Tank Coating & Sandblasting, Inc. Hamlet, NC	\$91,200
Southern Paint & Waterproofing Co., Inc. Greensboro, NC	\$114,675
Carolina Management Team, LLC Enka, NC	\$143,480

The low bidder on this project, Municipal Tank Coating & Sandblasting, Inc. of Hamlet, NC, submitted a Bid of \$91,200 which is well within the estimate of construction cost prepared by our firm. Municipal Tank Coating & Sandblasting, Inc. is a well qualified firm who has successfully completed several projects for the City of High Point as well as our other clients during the last 20 years.

Based upon the information presented above, DMP recommends the City of High Point consider awarding this contract to Municipal Tank Coating & Sandblasting, Inc., in the total amount of their unit price bid of \$91,200.

The overall Project Budget is summarized as follows:

<u>Item</u>	<u>Cost</u>
Construction Cost	\$91,200
Engineering Planning & Design	\$19,000
Construction Technical Services	\$30,000
Construction Contingencies	\$14,800
Recommended Project Budget	\$155,000

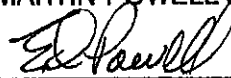
The Engineering Planning and Design Services also included considerable Planning Services pertaining to these two tanks as well as the Sandy Ridge ground storage tank and the two City elevated tanks.

Upon City Council's approval, we will prepare the Construction Contracts and schedule a pre-construction conference. We will also return the original bid documents to Purchasing. We greatly appreciate the opportunity to provide this design service for the City and look forward to the project's construction which will greatly enhance the condition and appearance of the City's water storage tanks.

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

Very truly yours,

DAVIS-MARTIN-POWELL & ASSOCIATES, INC.

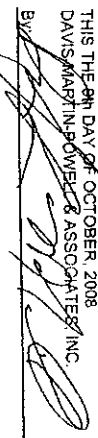


Charles E. Powell, PE

C: Mr. Terry Houk
Mr. Wendell Pickett
Mr. Bob Martin
Mr. Robert Davis
File

BID TABULATION

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	Supplier	UNIT PRICE	AMOUNT	Supplier	UNIT PRICE	AMOUNT	Supplier	UNIT PRICE	AMOUNT
1	Mobilization	1	LS	\$2,600.00	\$2,600.00	Municipal Tank Coating and Sandblasting Inc. PO Box 1225 Hamlet, NC 28345								
2	Surface preparation and painting - 5 MG Tank	1	LS	\$31,000.00	\$31,000.00	Southern Paint & Waterproofing Co., Inc. 3306 Liberty Road Greensboro, NC 27406								
3	Painted Logo - 5 MG Tank	1	LS	\$4,000.00	\$4,000.00	Caroline Management Team, LLC PO Box 1408 Enka, NC 28728								
4	Surface preparation and painting - 10 MG Tank	1	LS	\$49,000.00	\$49,000.00	Southern Corrosion, Inc. 738 Thelma Road Roanoke Rapids, NC 27820								
5	Painted Logo - 10 MG Tank	1	LS	\$4,000.00	\$4,000.00	R.E. McLean Tank Co., Inc. PO Box 1062 Gastonia, NC 28053								
6	Miscellaneous safety items	1	LS	\$600.00	\$600.00									
Total Base Bid					\$91,200.00									

THIS IS TO CERTIFY THAT THIS TABULATION IS CORRECT AND A TRUE AND ACCURATE COPY OF THE BIDS SUBMITTED.
THIS THE 4th DAY OF OCTOBER, 2008
DAVIS-MARTIN-POWELL & ASSOCIATES, INC.
By: 
Randy L. McNeill, PE



MEMORANDUM

October 15, 2008

To: Honorable Mayor & City Council
From: G. Lee Burnette, AICP, Planning & Development Director
Subject: **New Annexation Agreement—City of Greensboro**

The staff has been working with the City of Greensboro staff to establish a new annexation agreement. The current annexation agreement between the two cities was one of the first such agreements established in the state in 1988 and is due to expire in 2018. This new 30-year agreement would replace the existing agreement and expire in 2038. The proposed agreement and map illustrating the boundary line are attached.

The annexation agreement boundary is similar to the one originally established in 1988, except for two areas. First, in the vicinity of Boulder Road and Chimney Rock Road, Greensboro would gain an approximately 69-acre area. Second, near the intersection of Gallimore Dairy Road and Pegg Road, High Point would gain an approximate 35-acre area. Maps illustrating these areas are attached.

This proposed agreement went to Greensboro's Planning Board on August 20th and was adopted by the Greensboro City Council at their October 7th meeting. After the public hearing, City Council is requested to consider the adoption of this new agreement. Notice of the public hearing was published in The High Point Enterprise.

cc: Strib Boynton, City Manager
Randy McCaslin, Assistant City Manager
Fred Baggett, City Attorney

Attachments

Administration
336.883.3328

Planning Services
336.883.3328

Development Services
336.883.3328

Inspection Services
336.883.3151

NORTH CAROLINA

GUILFORD COUNTY

GREENSBORO-HIGH POINT JOINT ANNEXATION AGREEMENT

THIS AGREEMENT, made and entered into this the ____ day of _____, 2008 by and between the City of Greensboro and the City of High Point.

WHEREAS, the City of Greensboro and the City of High Point entered into a joint annexation agreement on December 20, 1988;

WHEREAS, the City of Greensboro and the City of High Point amended this joint annexation agreement on November 1, 1999;

WHEREAS, the City of Greensboro and the City of High Point desire to enter into a new joint annexation agreement to replace the 1988 joint annexation agreement;

WHEREAS, the City of Greensboro and the City of High Point, both being duly incorporated municipalities under the laws of the State of North Carolina, desire to eliminate uncertainty among residents and property owners in unincorporated areas adjacent to the two Cities and also to improve planning by public and private interests in such areas;

WHEREAS, Chapter 1009 of the 1987 Session Laws of the North Carolina General Assembly (hereinafter referred to as the "Act") authorizes municipalities located in Guilford County to enter into agreements designating areas which are not subject to annexation by the participating municipalities; and

NOW, THEREFORE, THE TWO CITIES AGREE AS FOLLOWS:

1. This Agreement is executed pursuant to the authority of the Act.
2. This Agreement shall terminate on the ____ day of _____, 2038.
3. Attached hereto and incorporated herein by reference is Exhibit A which describes a Line 1 and a Line 2 in Guilford County. No portion of land west or south of Line 1 or Line 2 described in Exhibit A shall be annexed by the City of Greensboro during the term of this Agreement. No portion of land east or north of Line 1 or Line 2 described in Exhibit A shall be annexed by the City of High Point during the term of this Agreement. In the area between the southern end of Line 1 and the northern end of Line 2, which is in the vicinity of the Town of Jamestown, the Jamestown-High Point and the Greensboro-Jamestown Annexation Agreement boundaries shall be observed by the respective Cities.
4. Attached hereto and incorporated herein by reference is Exhibit B which is a map of a portion of Guilford County that indicates Line 1 and Line 2 described in Exhibit A.
5. For the purposes of this Agreement, whenever the right-of-way line of a street, other than an Interstate highway, described in Exhibit A is moved due to an increase in right-of-way width or a change in alignment, the Agreement Line shall be on the new right-of-way line.
6. The effective date of this Agreement is _____

7. At least thirty (30) days before the adoption of any annexation ordinance covering property within Guilford County by either City, the Planning Director of the City which is considering annexation shall give written or electronic notice to the other City of the proposed annexation. The City of High Point need not provide notice if a straight line from the property proposed for annexation to the closest point on Line 1 or Line 2 passes through property already within the High Point city limits. The City of High Point and the City of Greensboro hereby authorize each other to use whichever of these two forms of notice the City sending the notice prefers. Such notice shall describe the area to be annexed by a legible map, clearly and accurately showing the boundaries of the area to be annexed in relation to: the boundaries of the area which the annexing City has agreed not to annex pursuant to this Agreement; roads, streams, and any other prominent geographical features. Such notice shall not be effective for more than one hundred eight (180) days.
8. From and after the effective date of this Agreement, neither City may consider in any manner the annexation of any area in violation of the Act or this Agreement. From and after the effective date of this Agreement, neither City may annex all or any portion of any area in violation of the Act or this Agreement.
9. Nothing in the Act nor this Agreement shall be construed to authorize the annexation of any area which is not otherwise subject to annexation under applicable law, except G.S. 160A-58.1(b)(2) shall not apply.
10. Any party, which shall believe that a violation of the Act or this Agreement has occurred, shall have available to it all remedies and relief authorized by the Act in addition to such remedies or relief as are authorized by other applicable law.
11. This Agreement may not be amended or terminated except upon the written agreement of both Cities, approved by resolution of the governing boards and executed by the Mayors of the Cities, and spread upon their respective minutes.
12. The Cities shall cooperate in the provision of water and sewer services to properties on both sides of the agreement line. Each City may permit properties on its side of the annexation agreement line to receive water and/or sewer service from the other City.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by each of their properly authorized officials on the day and year first above written, and this Agreement is executed in duplicate.

CITY OF GREENSBORO

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF HIGH POINT

By: _____
Mayor

Exhibit A

Line 1

BEGINNING at a point, said point being the intersection of the present southern right-of-way line of Business Interstate 40 with the Guilford/Forsyth County Line; thence along said right-of-way line and the southern right-of-way line of Interstate 40 in an easterly direction approximately 21,900 feet to a point, said point being the intersection of the extension of the western right-of-way line of Pegg Road with the southern right-of-way line of U.S. Interstate 40 (note: for the purposes of this description, it is assumed that National Service Road is a 60-foot right-of-way that lies totally outside the right-of-way of Interstate 40); thence in a southerly direction approximately 6,200 feet along the western right-of-way line of Pegg Road to the southwesternmost corner of the Greensboro city limits; thence in an easterly direction approximately 1,800 feet along the Greensboro city limits to a point in the western right-of-way line of Millwood School Road; thence in a southerly direction along said right-of-way line approximately 800 feet to its intersection with the northern right-of-way line of Gallimore Dairy Road; thence in an easterly direction approximately 3,700 feet along the northern right-of-way line of Gallimore Dairy Road to its intersection with the projection of the southern right-of-way line of South Chimney Rock Road; thence in an easterly direction approximately 3,600 feet along the southern right-of-way line of South Chimney Rock Road to the northeast corner of Lot 12 as shown on a plat of Plantation Farms Subdivision as recorded in Plat Book 21, Page 34 in the Office of the Register of Deeds, Guilford County, North Carolina, said point being further described as a point in the existing corporate limits for the City of Greensboro; thence the following bearings and distances along the existing corporate limits of the City of Greensboro and along the east line of Lot 12, said east line being near a stream: S 62°26'30" W 200 feet to a point; S 41°29' W 579.10 feet to a point; thence S 43° 01' 30" W 475.3 feet to a point, said point being the most southerly corner of said Lot 12; thence S 87°26' E 1008.9 feet along the southern line of Lot 18 of said Plantation Farms subdivision to the southwest corner of Lot 26B of a resubdivision plat of Plantation Farms subdivision as recorded in Plat Book 22, Page 84 in the Office of the Register of Deeds; thence S 87° 26' E 745 feet following the southern line of said resubdivision to the southwest corner of Lot 24E, said point being on the Greensboro city limits; thence along the Greensboro city limits in an easterly direction along the southern boundary of said subdivision 17.75 feet to the northwest corner of Junie Lee Gordon, said point being on the common corporate limits of both Greensboro and High Point; thence S 18°57' W 108.95 feet along Gordon's west line to Gordon's southwest corner; thence S 83°31' E 273.93 feet along Gordon's south line to Gordon's southeast corner, said point being in the western right-of-way line of Tarrant Road (SR 1552); thence in a southwesterly direction approximately 1,100 feet along said western right-of-way line to a point; thence crossing Tarrant Road in an easterly direction approximately 60 feet along a line that is perpendicular to the eastern margin of Tarrant Road, said point being further described as a common corner of Charles E. Tester and Lot 3 of Section 2 of the W. A. McDowell subdivision as recorded in Plat Book 67, Page 66 in the Office of the Register of Deeds; thence S 04°38' 43" W 160.73 feet along the western line of said Lot 3, a common line with Tester, to the southwest corner of said Lot 3; thence N 59°04' 45" E 334.03 feet along the south line of said Lot 3 to a common corner of said Lot 3 and W. Arnold McDowell; thence S 29° 53' 20" E approximately 200 feet along the southern boundary of said Lot 3 and the southeasterly-extension of said line to a point in the centerline of a stream; thence in an easterly direction approximately 450 feet along the meanderings of said stream to its intersection with the western right-of-way line of Boulder Road; thence in a southerly direction approximately 520 feet along the western right-of-way line of Boulder Road; thence S 85° 49' 10" E approximately 584 feet, crossing Boulder Road and along the south line of Lot 3 of L. B. Gallimore subdivision, as recorded in Plat Book 63, Page 65 in the Office of the Register of Deeds, to the southeast corner of said Lot 3, said point being further described as a point in the west line of Martin Marietta; thence N 33°16' 50" E 445.4 feet along the west line of Martin Marietta, said point being on the east line of Lot 1 of Barker-Frazier Excavating, Inc. subdivision, as recorded in Plat Book 73, Page 304 in the Office of the Register of Deeds; thence leaving the corporate limits of the City of Greensboro N 33° 16' 50" E approximately 1,265 feet along the east line of E. W. Wilson, as recorded in Deed Book 2753, Page 471 in the Office of the Register of Deeds, and the east line of Carolina Cast Stone, Inc. to the southwest corner of Lot 1 of Property of Martin Marietta Materials, Inc., as recorded in Plat Book 174, Page 51 in the Office of the register of Deeds; thence with the south line of said Lot 1 the following four courses and distances: 1) N 88° 30' 04" E 415.50 feet to a point, 2) N 17° 40' 36" E 573.20 feet to a point, 3) S 88° 10' 29" E 239.66 feet to a point, and 4) S 88° 09' 03" E 253.76 feet to the southeast corner of said Lot 1; thence continuing S 88° 09' 03" E 46.24 feet with the south line of Lot 2 on said plat to the southeast corner of Lot 2; thence continuing S 88° 09' 03" E approximately 1,000 feet along the projection of said south line to the western right-of-way line of Hornaday Road Extension; thence with said right-of-way line S 01° 26' 48" W approximately 100 feet to a new iron pin; thence continuing with said right-of-way line with a curve to the left having a radius of 410.00 feet, an arc length of 224.62 feet, and a chord bearing and distance

of S 14° 14' 55" E 221.82 feet to a point on the existing corporate limits of the City of Greensboro; thence with said corporate limits S 01° 28' 35" W 11.40 feet to a point; thence with said corporate limits S 05° 57' 46" W 24.50 feet to the southwest corner of Wilson Trucking Corporation, as recorded in Deed Book 2963, Page 710 in the Office of the Register of Deeds; thence with said corporate limits along Wilson Trucking's southern line N 89° 17' 37" E 25.77 feet to a new iron pin on the southern right-of-way line of Hornaday Road Extension; thence departing from the corporate limits of the City of Greensboro with said right-of-way line of Hornaday Road Extension with a curve to the left having a radius of 410.00 feet, an arc length of 543.74 feet, and a chord bearing and distance of S 73° 50' 15" E 504.76 feet to a new iron pin; thence continuing with said right-of-way line N 68° 10' 11" E 134.00 feet to a new iron pin; thence continuing with said right-of-way line with a curve to the right having a radius of 350.00 feet, an arc length of 105.38 feet, and a chord bearing and distance of N 76° 47' 41" E 104.98 feet to a new iron pin; thence continuing with said right-of-way line N 85° 25' 11" E 37.89 feet to a point on the existing corporate limits of the City of Greensboro; thence with said corporate limits S 01° 40' 29" W 241.98 feet to the southwest corner of Wilson Subdivision, as recorded in Plat Book 63, Page 45 in the Office of the Register of Deeds, also being the northwest corner of the "City of Greensboro Special Use Lot", as recorded in Plat Book 158, Page 48 in the Office of the Register of Deeds; thence departing from the corporate limits of the City of Greensboro with the western line of said Lot S 01° 41' 27" W 197.09 feet to the southwest corner of said Lot; thence N 89° 22' 14" E 242.84 feet with the southern line of said Lot to a point on the western right-of-way line of the Greensboro Western Urban Loop (Interstate 73); thence with said right-of-way line in a southerly direction approximately 1,840 feet to its intersection with the western right-of-way line of Guilford College Road; thence in a southerly direction along the western right-of-way line of Guilford College Road approximately 3,600 feet to its intersection with the westward projection of the northern right-of-way line of Ruffin Road; thence following said projection approximately 120 feet in an easterly direction to the intersection of the eastern right-of-way line of Guilford College Road and the northern right-of-way line of Ruffin Road; thence along the eastern right-of-way line of Guilford College Road approximately 4,800 feet to its intersection with the eastwardly projection of the north line of Lot 1 of Property of Steve A Ratcliffe, Adna G. Ratcliffe, Jack A. Gardner, Terry A. Gardner, and Hazel G. Freshwater, as recorded in Deed Book 76, Page 86 in the Office of the Register of Deeds.

Line 2

Beginning at a point, said point being the intersection of the western right-of-way line of Guilford College Road and the northwestern line of property of DDC Investments, LLC, identified as Tax Map 91-6805, Block 885, Parcel 3; thence in an easterly direction, crossing Guilford College Road, to the intersection of its eastern right-of-way line and the northwestern right-of-way line of Business Interstate 85; thence following said northwestern right-of-way line in a northeasterly direction approximately 6,400 feet to a point, said point being the intersection of said right-of-way line and the western projection of Marie B. Elkins' north property line (ACL 3-185, Block 805, Lot 10); thence following said property line projection S 84°15' E approximately 1,150 feet to a point in the northern line of Marie B. Elkins, said point being on the eastern right-of-way line of new Interstate 85; thence following the northern property line of Groome heirs as recorded in Deed Book 2941, Page 199 in the Office of the Register of Deeds, Guilford County; North Carolina, S 84°15' E 2,200 feet to a point, said point being a northeast corner of Marie B. Elkins; thence South 02° West approximately 60 feet to a point, said point being the northwest corner of Marjorie Groome heirs (ACL 3-185, Block 805, Lot 18), as described in Deed Book 2731, Page 662 in the Office of the Register of Deeds, Guilford County, North Carolina; thence along said northern line, S 58°40' E 287 feet to the western right-of-way of Groometown Road; thence following tile western right-of-way of Groometown Road approximately 27,800 feet in a southerly direction to the Guilford/Randolph County line.

Legend

-  Proposed Amendment Area
-  High Point Planning Area Boundary
-  High Point Corporate Limits
-  Greensboro Corporate Limits
- High Point Agreement Lines**
 -  Greensboro
 -  All Other

66

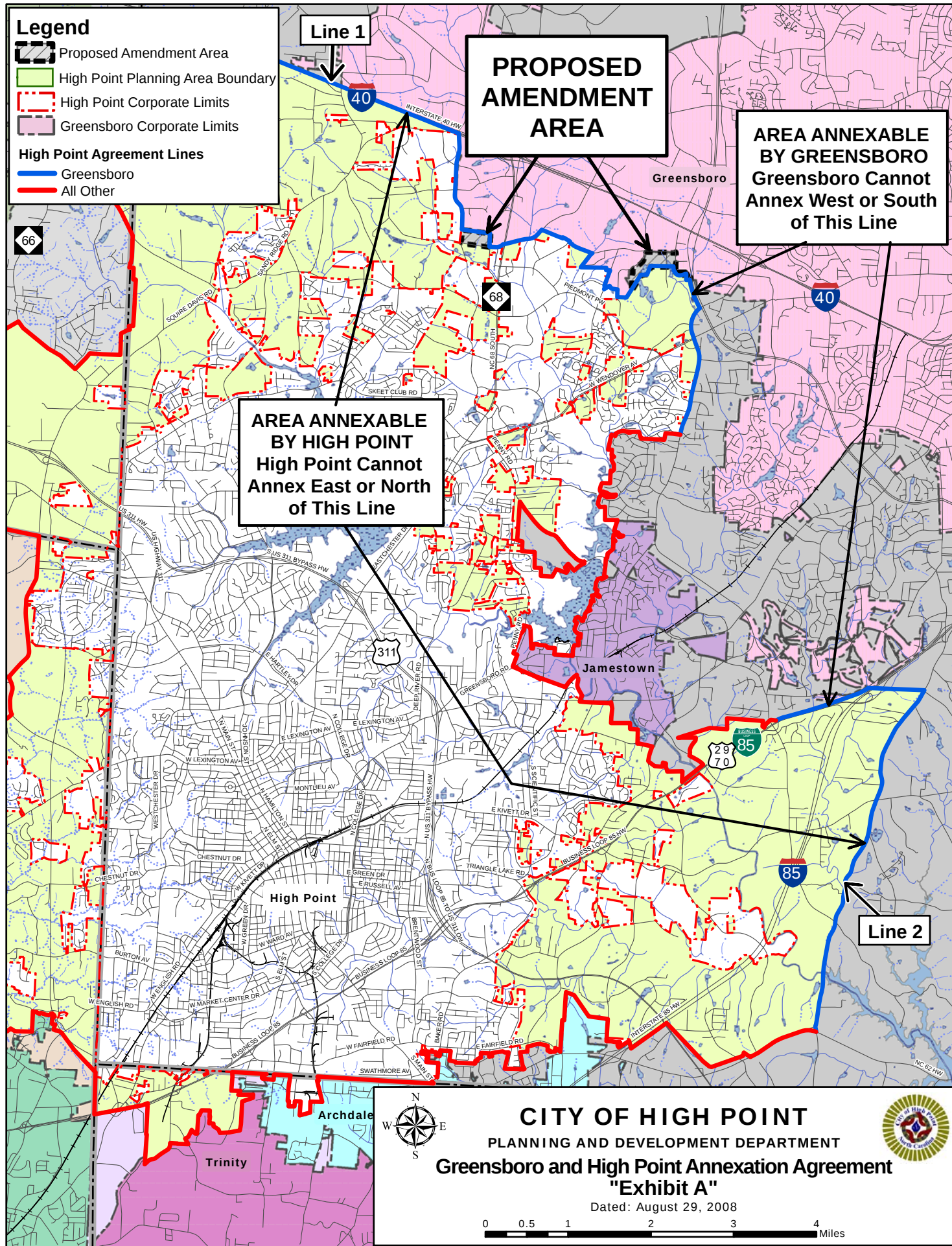
Line 1

**PROPOSED
AMENDMENT
AREA**

**AREA ANNEXABLE
BY GREENSBORO**
Greensboro Cannot
Annex West or South
of This Line

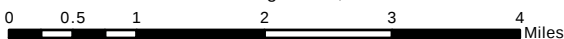
**AREA ANNEXABLE
BY HIGH POINT**
High Point Cannot
Annex East or North
of This Line

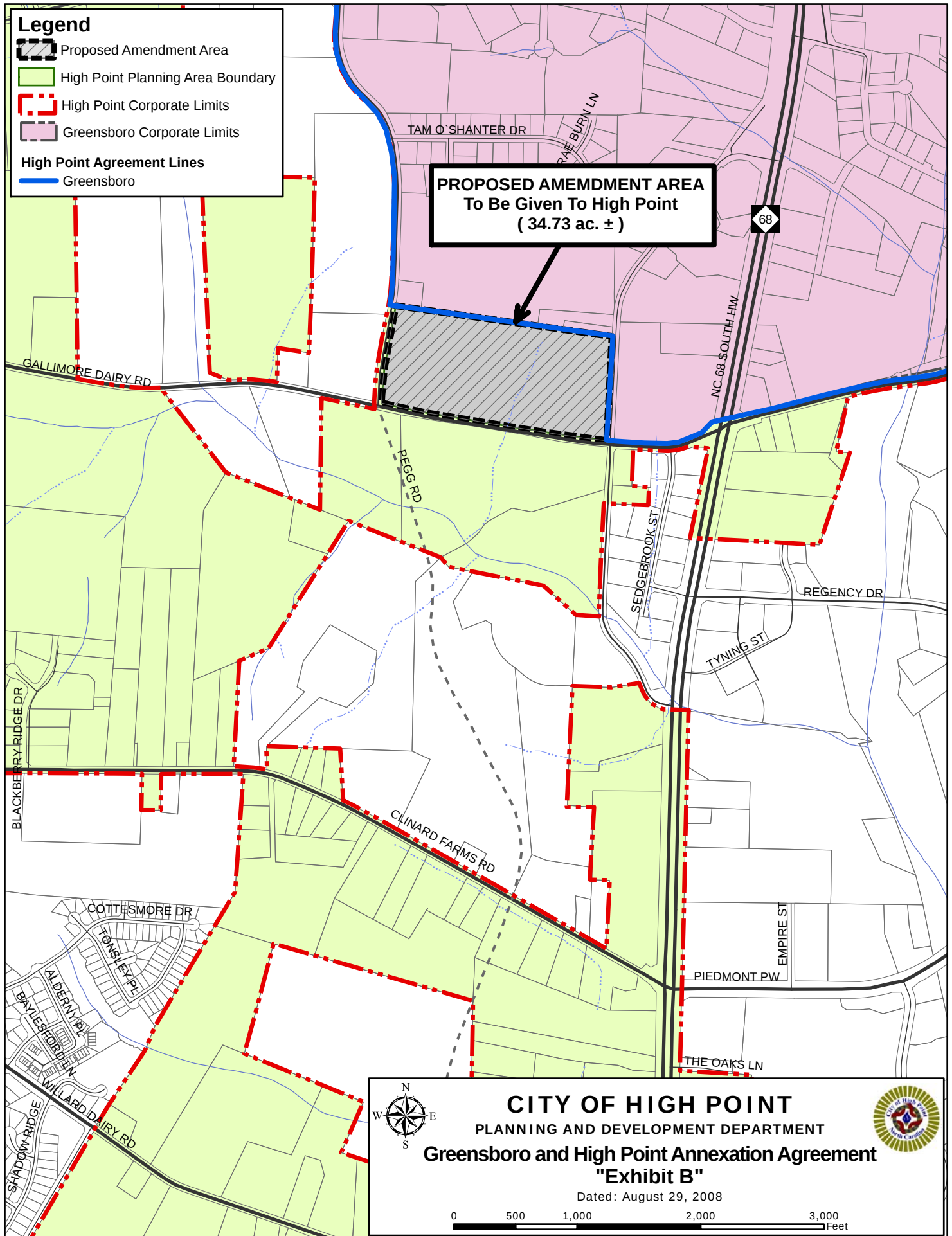
Line 2



CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT
Greensboro and High Point Annexation Agreement
"Exhibit A"

Dated: August 29, 2008

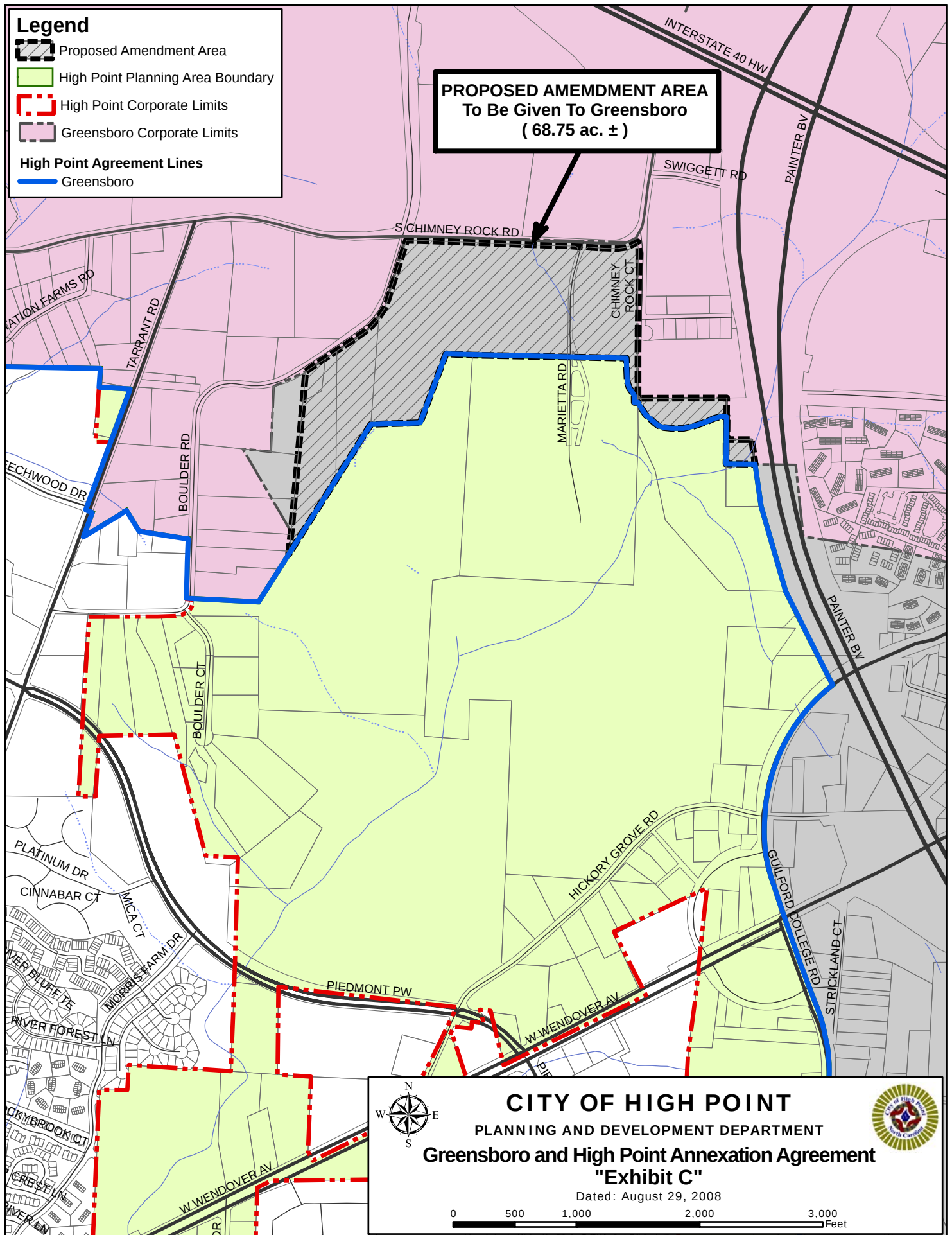




Legend

-  Proposed Amendment Area
-  High Point Planning Area Boundary
-  High Point Corporate Limits
-  Greensboro Corporate Limits
- High Point Agreement Lines**
 -  Greensboro

**PROPOSED AMENDMENT AREA
To Be Given To Greensboro
(68.75 ac. ±)**



CITY OF HIGH POINT

PLANNING AND DEVELOPMENT DEPARTMENT

Greensboro and High Point Annexation Agreement "Exhibit C"

Dated: August 29, 2008

0 500 1,000 2,000 3,000
Feet





MEMORANDUM

October 15, 2008

To: Honorable Mayor & City Council
From: G. Lee Burnette, AICP, Planning & Development Director
Subject: **NW Area Interim Land Development Policy**

In September, City Council approved the construction of a planned sanitary sewer outfall line in the northwest portion of the city's planning area that will be extended to serve a portion of Kernersville. Completion of this sewer line is expected by December 2009. However, before this line is completed, it is anticipated that there could be development pressure for the city to annex and zone property in the area that could be served by this sewer outfall.

Sanitary sewer is but one service the city provides and other municipal services are needed to accommodate urban land development. The city's *Land Use Plan* provides general guidance for land development in this northwest area. However, to better plan for the orderly and cost-effective extension of municipal services and to promote quality urban development, the staff has been working to develop additional land development policies for this northwest area served by this future sewer line. The staff is currently working on the *NW Area Development Strategy* that will provide this additional land development guidance in light of increased interest and development pressure in this area.

Because of the anticipated development pressure, the staff believes that some interim land development guidance for this area is needed until such time the City Council has reviewed and considered the *NW Area Development Strategy*. Some interim guidance for land development could assist in preventing unwarranted development proposals and provide additional development guidance until such time the strategy is completed. A proposed interim land development policy for the northwest area is attached along with an illustrative map. City Council is requested to consider the adoption of this interim land development policy for the northwest portion of the city's planning area.

cc: Strib Boynton, City Manager
Randy McCaslin, Assistant City Manager

Attachments

Administration
336.883.3328

Planning Services
336.883.3328

Development Services
336.883.3328

Inspection Services
336.883.3151

NW Area Interim Land Development Policy

Purpose

The city's *Land Use Plan for the High Point Planning Area* provides general policy guidance for land development within the city's planning area. The purpose of this policy is to provide additional interim guidance for land development in the northwest area of the city to be served by the sewer outfall under construction for this area and a portion of Kernersville.

Much of this northwest area is designated by city plans for Restricted Industrial or Future Growth. Future Growth Areas are those areas that primarily consist of rural subdivisions, agricultural and undeveloped areas lacking both public water and sewer and other needed municipal infrastructure and services to accommodate urban growth, and where such services are not planned for the immediate future. It is expected that some of this area will be reclassified from Future Growth to another land use classification based upon the *NW Area Development Strategy*, when completed. With the construction of the new sewer outfall line, expected for completion in December 2009, and with this area's location with respect to Interstate 40, Piedmont Triad International Airport and other Piedmont Triad cities, growth interest in and pressure on this area will increase. Without additional policy guidance, haphazard and inefficient growth patterns could develop in this northwest area in a relatively short period of time.

For this reason, additional land development guidance is needed until the *NW Area Development Strategy* is completed and considered by City Council to insure in the interim that land development proposals are timed with the city's ability to serve this area and are consistent with city's growth expectations for land development utilizing the city's sewer line. Therefore, voluntary annexation requests proposing land development in Sections A and B, as shown on the attached map, shall be consistent with the following objectives:

Section A

Development proposals with voluntary annexation requests for property in Section A, primarily east of the sanitary sewer outfall line, are expected to exhibit the following characteristics:

- Predominately, large-scale, employment based development where the majority of land and buildings are put forward for employment uses (i.e. offices, industries, etc.) that are generally consistent with the Restricted Industrial classification of the city's *Land Use Plan*
- Possesses good potential to generate high quality job growth and high employee per building square foot ratio
- Provides sufficient vehicular access to Sandy Ridge Road and connectivity for future land development

- Insures quality urban design and architectural features
- Respects environmental features of the land
- Sensitive to adjacent rural residential subdivisions
- Contains no new residential components

Section B

Voluntary annexation requests for property in Section B, primarily west of the sanitary sewer outfall line, will not be considered by the City Council for annexation until the sewer outfall line is completed, the *NW Area Development Strategy* is considered by the City Council, and the Future Growth Area designation for the area is changed by City Council.

This interim land development policy shall remain in effect until the *NW Area Development Strategy* is considered by the City Council or until this policy is otherwise repealed or amended by the City Council.

Map Legend

-  Section A, Section B
-  No Development West of This Line
-  HP Corporate Limits
-  County Boundary Line

Base Layers

-  Edge of Street
-  Parcels
-  Lakes & Ponds
-  Perennial
-  Intermittent

Land Use Classifications

-  Mixed Use Development
-  Low-Density Residential
-  Local/Convenience Commercial
-  Community/Regional Commercial
-  Restricted Industrial
-  Recreation/Open Space
-  Future Growth Area

0 0.25 0.5 1 1.5 2 Miles



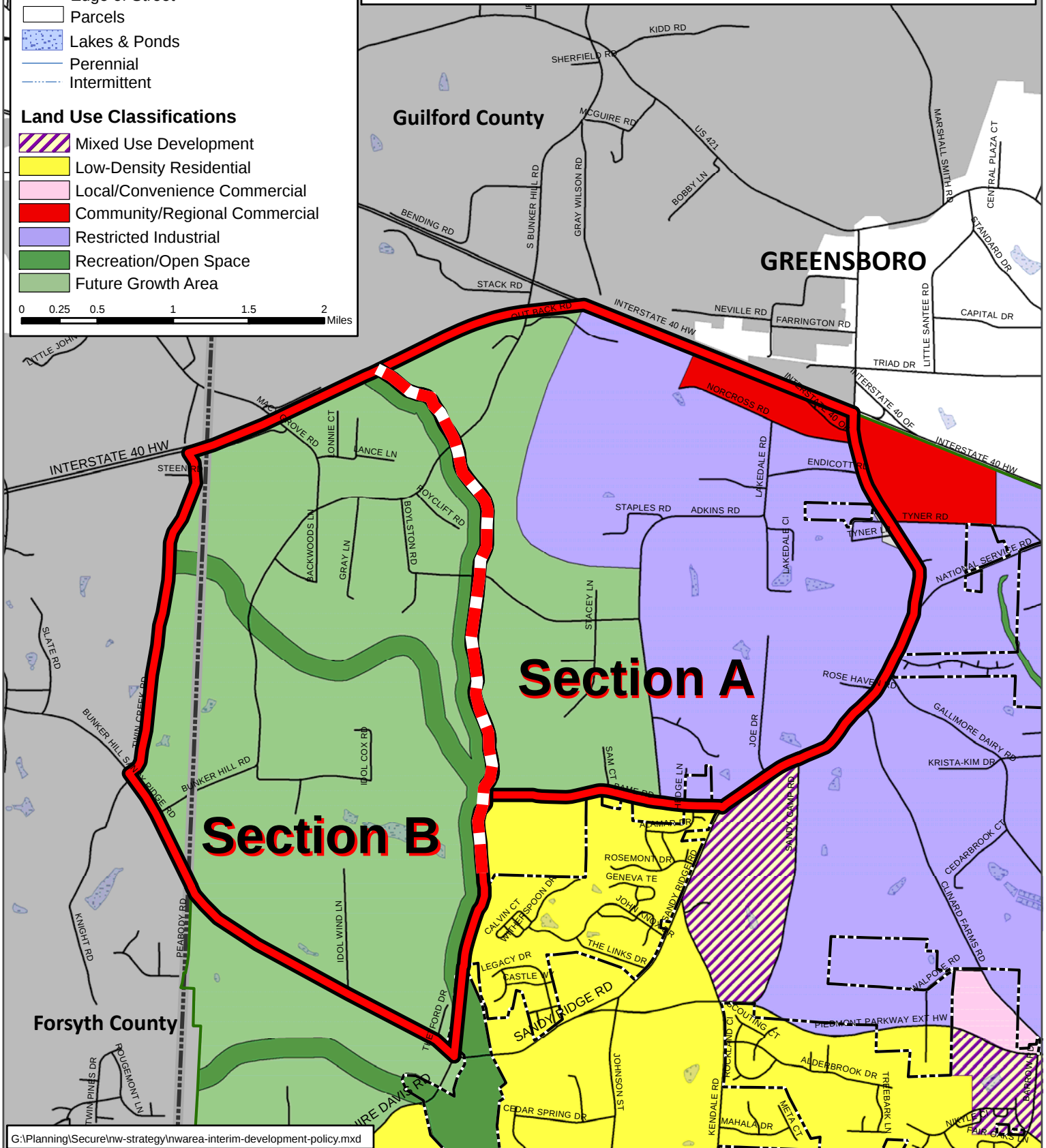
City of High Point

Planning & Development Department



NW Area Interim Development Policy

Prepared by Planning & Development Department
Map Date: October 13, 2008





MEMORANDUM

DATE: October 15, 2008

TO: Strib Boynton, City Manager

FROM: JoAnne Carlyle, Assistant City Attorney

RE: **Protection of Personal Identifying Information/Red Flags**

I respectfully request that Council consider the adoption of the attached Policy at their October 20, 2008 meeting.

The Federal Trade Commission (FTC) has recently issued new requirements regarding the adoption of identity theft prevention programs by municipalities. These new FTC rules apply to all municipalities that have utility accounts and require that the municipalities have a program in place on or before November 1, 2008.

The attached policy is intended to set forth the guidelines for the City of High Point program. In the event the attached Policy is adopted, any department within the City that maintains or uses personal identifying information should develop procedures that will assist in the application of this Policy in its day-to-day activities.

**CITY OF HIGH POINT
NORTH CAROLINA**

POLICY STATEMENT

PROTECTION OF PERSONAL IDENTIFYING INFORMATION

The Federal Trade Commission (“Identity Theft Red Flag Act”) and the State’s Identity Theft Act of 2005 (State Act) require local governments to establish policies and procedures setting forth the municipality’s efforts to reduce the risk of identity theft. These regulations apply to the management of personal identifying information, including municipalities as creditors, utility and other accounts for which there is a reasonably foreseeable risk of identity theft.

The City of High Point recognizes the importance of taking measures to ensure the security of personal identifying information, including the detection, prevention and mitigation of identity theft. Social security information, tax identification information, credit card and bank account information, and driver’s license information are examples of personal identifying information.

The purpose of this policy is to create an Identity Theft Prevention Program in accordance with the requirements set forth in the State Act, FTC Act and merchant services agreements. Portions of the City of High Point program will include:

- a. Identification of any practices and/or activities that suggest the possible existence of Identity Theft (“Red Flags”);
- b. Standard Procedures for the detection of Red Flags;
- c. Plans for responding to Red Flags, to prevent and mitigate Identity Theft;
- d. Methods for review and updating the Program periodically to provide for changes in risks;
- e. Strategies for training of employees in Identity Theft Prevention; and
- f. Guidelines for customer records requests and record disposal.

Oversight, implementation and administration of the Identity Theft Prevention Program will be by the City Manager or his designee(s).

BID INFORMATION AND RECOMMENDATION**BID:** #26-101508**DATE OPENED:** 10/15/08**DESCRIPTION:** Willard Dairy Road Improvements**BID PACKAGES DISTRIBUTED:** 9**DEPARTMENT:** Engineering Services**SOURCE OF FUNDS:** 411610-533701-411001007899 40201**BUDGETED AMOUNT:** \$799,000.**RECOMMENDED AWARD**

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1 LT	WILLARD DAIRY ROAD IMPROVEMENTS	\$798,519.80	\$798,519.80

PURPOSE: The Contract work consists of intersection improvements at Willard Dairy Road and Eastchester Drive. This work is being done in response to growing traffic levels in the area and additional development adjacent to the corridor.

COMMENTS: City Council award of this contract is contingent on NCDOT Concurrence of Award. Once the City receives NCDOT Concurrence, the contracts will be routed to the contractor for execution.

BID TABULATION

CONTRACTOR	BID
Mainline Contracting 150 Golden Drive Durham, NC 27705	\$798,519.80
Larco Construction 4130 N. Glenn Avenue Winston-Salem, NC 27115	\$835,654.88
Yates Construction Co. Route 2 Box 278 Stokesdale, NC 27357	\$847,995.20
Sharpe Brothers P.O. Box 35387 Greensboro, NC 27425	\$866,518.30
Triangle Grading & Paving 1521 South Huffman Mill Rd. Burlington, NC 27216	\$998,609.56

The **ENGINEERING SERVICES DEPARTMENT** and the **PURCHASING DIVISION** recommend that the contract for **WILLARD DAIRY ROAD IMPROVEMENTS** be awarded to **MAINLINE CONTRACTING**, the lowest responsible and responsive bidder meeting specifications, in the amount of **\$798,519.80**

DATE OF RECOMMENDATION: October 15, 2008.

Strib Boynton, CITY MANAGER

Engineering Services Department

B. Keith Pugh, P.E.

DIRECTOR



Date: October 15, 2008

To: Pat Pate, Assistant City Manager

From: Keith Pugh, Engineering Services *BK.P.*

Re: City Council Agenda Item – Intersection Improvements: Eastchester Drive and Willard Dairy Road – City Contract ENG2008-11

On Wednesday, October 15, 2008 the City of High Point received bids for Contract ENG2008-11, Eastchester Drive and Willard Dairy Road Intersection Improvements. We received five bids. Mainline Contracting was the lowest responsive bidder for the contract work at \$798,519.80

\$ 798,519.80	Mainline Contracting
\$ 835,654.88	Larco Construction
\$ 847,995.20	Yates Construction
\$ 866,518.30	Sharpe Bros.
\$ 998,609.56	Triangle Grading and Paving

The Engineer's Estimate for improvements is \$807,000.

Funds for these improvements are available through an agreement with the North Carolina Department of Transportation, developer participation and the 2004 G.O. Bonds. Under the terms of the participation agreement, the developer is responsible for 59% of the total construction cost or \$471,125.00. The City and the NCDOT are responsible for the remaining 41% or \$327,394.80. According to the City's Municipal Agreement with NCDOT, the NCDOT will reimburse the City for eligible project expenses up to \$300,000. Assuming maximum reimbursement from NCDOT, the City will be responsible for the remaining \$27,394.80, plus any amount not covered by NCDOT's reimbursement. The City's total expenditure for this project, based on estimate's prepared during the engineering phase, is not expected to exceed 10% of the total, or approximately \$80,000.

According to the participation agreement, the developer will reimburse the City for 45% of the total project cost (\$359,334.00) within 30 days after the contractor requests payment for amounts totaling 60% or more of the project's estimated total cost (billing equals or exceeds \$479,111.88). The second payment from the developer will be for 14% of the total project cost (\$111,791.00) within 30 days after project completion and acceptance by NCDOT.

Engineering Services Department

PAGE 2 OF 2

NC 68/WILLARD DAIRY INTERSECTION
IMPROVEMENTS

This work is being done in response to growing traffic levels in the area and additional development adjacent to the corridor.

City Council award of this contract is contingent on NCDOT Concurrence of Award. Once the City receives NCDOT Concurrence, the contracts will be routed to the contractor for execution.

Thus, the High Point DOT and Engineering Services recommend City Council approve the bids and award the construction contract to Mainline Contracting at the bid amount of \$798,519.80. The work will be available to the Contractor immediately following contract execution and should be completed by December 15, 2008.

Funding is available in:

\$798,519.80 411610-533701-411001007899 40201

/bkp

Rev 10/16/08, mvm

Cc: Mr. Mark McDonald, Transportation Department
Mr. Jeff Moore, Financial Services
Mr. Bob Martin, Purchasing Division
Mr. Leon Adams, Adams and Clark Enterprises, Inc.
Mrs. Lou Hedrick, Budget