

City of High Point

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

Meeting Agenda

Monday, October 19, 2009

4:45:00 PM

Council Chambers

Committee of the Whole

*Rebecca R. Smothers, Mayor
William S. Bencini, Mayor Pro Tem
Latimer B. Alexander, IV, Mary Lou Blakeney,
Foster Douglas, John Faircloth, Michael D. Pugh,
Bernita Sims, M. Christopher Whitley*

ROLL CALL, PRAYER, PLEDGE OF ALLEGIANCE**PRESENTATION OF ITEMS****FINANCE COMMITTEE****090260 Contract - Bid No. 09 - Westside Wastewater Treatment Plant Improvements - Phase II**

Approval of contract awarding Bid No. 09 for the Westside Wastewater Treatment Plant Improvements - Phase II. Purchasing and Public Services recommends that contract be awarded to Gilbert Engineering in the amount of \$8,980,080.93 which is the lowest responsible and responsive bidder meeting specifications.

090261 Contract - Bid No. 12 - Existing Water & Sewer Maintenance Contract

Approval of contract awarding Bid No. 12 for existing water and sewer line maintenance. Purchasing and Engineering Services recommends that contract be awarded to Breece Enterprises in the amount of \$445,985.00 which is the lowest responsible and responsive bidder meeting specifications.

090242 Ordinance - Transfer of Control of LEXCON to Windstream Corporation

Council is requested to adopt an ordinance providing for the change in control of a cable television franchise, LEXCOM to Windstream Corporation.

10/5/2009 Committee of the Whole adopted

090247 Municipal Agreement - NCDOT - High Point Greenway System

Council is requested to authorize staff to execute a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) for the environmental studies and preliminary engineering work necessary to extend the City's greenway system from Deep River Road at University Park to Penny Road near the Piedmont Environmental Center.

090248 Municipal Agreement - NCDOT - Lexington Avenue Sidewalks

Council is requested to authorize staff to execute a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) for the construction of sidewalks on Lexington Avenue from Montlieu Avenue to the Greenway.

090249 NC Deferred Compensation Plan (457)

Council is requested to authorize the City Manager to execute a NC Public Employee Deferred Compensation 457 Plan - Employer-Third Party Administrator Agreement.

Pending Items

090050**Revised Economic Incentive Policy**

Council is requested to adopt a revised economic incentive policy redirecting incentive dollars to the Core City and south High Point.

3/5/2009

Committee of the Whole

referred

Committee of the Whole

PUBLIC SAFETY COMMITTEE**090259****Ordinance - Vacate/Close Dwelling - 813-B Mobile Street - Bethea**

Council is requested to adopt an ordinance ordering the housing inspector to effectuate the vacating and closing of a dwelling located at 813-B Mobile Street belonging to Johnnie and Kisha Bethea.

PUBLIC SERVICES COMMITTEE**PLANNING & DEVELOPMENT COMMITTEE****090250****Resolution of Intent - Annexation 09-03 - Riverdale Drive**

Approval of a Resolution of Intent that establishes a public hearing date of Monday, November 2, 2009 at 5:30 p.m. to consider a contiguous annexation of approximately 3 acres. The site consists of the northeastern 3 acres of a larger 16.5 acre parcel located at 5853 Riverdale Drive, which is lying along the east side of Riverdale Drive and approximately ½ mile south of E. Kivett Drive. The site is also known as a portion of Guilford County Tax parcel 15-94-7016-0-0882-00-005.

090262**Reappointment - ABC Board - James Tanner**

Council is requested to confirm the reappointment of James Tanner to the City of High Point Board of Alcoholic Control (ABC Board). Appointment will be effective 11/15/09 and expire 11/15/2012.

PUBLIC HEARINGS ON ITEMS**090251****University Area Plan - City of High Point**

A request by the City of High Point for consideration of the University Area Plan.

090252**Land Use Plan Amendment 09-01 - City of High Point**

A request by the City of High Point to amend the Land Use Plan from Low-Density Residential and Office to Institutional and Recreation/Open Space to implement the recommendations of the University Area Plan.

090253**Ordinance - Rezoning Case 09-07 - Dian Brigman - S. Centennial Street**

Central Business (CB) District

A request by Dian Brigman to rezone an approximately 0.4 acre parcel from the Light Industrial (LI) District to the Central Business (CB) District. The site is lying at the southwest corner of E. Green Drive and S. Centennial Street (300 S. Centennial Street).

090254**Ordinance - Rezoning Case 09-08 - High Point University - E. Farris Avenue**

a. Conditional Use Public & Institutional (CU-PI) District

A request by High Point University to rezone two parcels totally approximately 0.79 acres from the Residential Single Family-7 (RS-7) District to a Conditional Use Public & Institutional (CU-PI) District. One parcel is lying along the south side of E. Farris Avenue, approximately 180 feet west of W. College Drive (906 E. Farris Ave.). The second parcel is lying along the north side of the terminus of Fifth Court (1011 Fifth Ct.).

b. Major Amendment to Conditional Use Permit 00-26

A request by High Point University to amend the permit to add approximately 0.79 acres into the permit and to amend development standards.

090255**Resolution - Street Abandonment 09-19 - High Point University - Fifth Court**

A request by High Point University to abandon approximately 58 feet of the eastern terminus of Fifth Court fronting property at 1011 Fifth Court.

090256**Special Use Permit 09-02 - Piedmont Authority for Regional Transportation re Parking**

A request by the Piedmont Authority for Regional Transportation (PART) to allow "Parking" (Automotive as a principal use on the zone lot) within the Residential Single Family-15 (RS-15) District. The site is lying at the northeast corner of N. Main Street and Old Plank Road.

090257**Ordinance - Text Amendment 09-11 - Wood Coating Research, Inc.**

A request by Wood Coating Research, Inc. to amend Table 4-7-1 "Permitted Use Schedule" and Sections 9-5-2 "Development Standards for Individual Uses" of the Development Ordinance to allow Research, Development or Testing Services use in the General Business (GB), Highway Business (HB), Central Business and Main Street (MS) Districts.

090258**Major Amendment to Conditional Use Permit 05-21 - Westover Partners, Inc.**

A request by Westover Partners, LLC to amend Conditional Use Permit 05-21 pertaining permitted uses, sketch plan, development/dimensional & density standards, open space & recreation area, landscaping and fencing conditions of the permit. The site is lying along the north side of Westover Drive, directly west of the Guilford/Davidson County line.

ADJOURNMENT

COUNCIL REPORT

DATE: September 26, 2009

TO: Mayor and Council Members
City of High Point

THRU: City Manager

FROM: David H. Harris, Piedmont Triad Council of Governments

SUBJECT: REQUEST TO APPROVE AN ORDINANCE TO PROVIDE FOR THE TRANSFER
OF CONTROL OF LEXCON TO WINDSTREAM CORP

BACKGROUND:

On September 25, 2009, LEXCOM notified the City of High Point that they had entered into a statutory share exchange agreement with Windstream Corp of Little Rock, Arkansas ("The agreement"). As part of the Agreement, LEXCOM Cable Services will become an indirect subsidiary of Windstream Corporation, LLC. Windstream is a customer focused telecommunications company that provides local telephone, high-speed Internet, long distance, network access and video services to approximately 3 million customers primarily located in rural areas in 16 states. LEXCOM serves about 11,000 subscribers within the Cities of High Point, Lexington and Thomasville and the County of Davidson. At the attachment is a short history of LEXCOM and services offered by LEXCOM and Windstream.

The Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992 ("Cable Act") allows the City Council to approve a transfer of control of ownership. The Agreement is a change of control of ownership and the current franchise agreement with LEXCOM requires the Council to adopt an Ordinance setting the conditions of the transfer and requiring Windstream to agree to the terms of the current franchise agreement. The current agreement expires March 1, 2014.

The Act requires certain actions by the buyer and seller, namely, submission of an FCC Form 394. The 394 was submitted and has been made part of this report by reference. A complete copy of the 394 is available with the City Clerk for your perusal.

The staff of the Piedmont Triad Council of Governments, has reviewed the legal, technical and financial qualifications of the buyer, and is prepared to make a positive recommendation on the transfer of control. There will be no impact on the management of the current franchise nor is there a resultant impact on cable rates.

DISCUSSION:

As a general rule, the issue facing the Franchise Authority is not whether to approve or deny the transfer but, rather, on what terms and conditions the proposed transfer will be approved. The City may determine to approve the transfer upon certain conditions including:

1. Acceptance agreement. This can be in the form of an ordinance, which the buyer agrees and is, contractually, bound by the current franchise agreement.
2. The buyer should be required to provide the City with the same financial securities that are required of the existing cable operator.
3. The buyer should be required to provide a certificate of insurance to demonstrate the transferee has obtained insurance in the amounts required by the existing franchise agreement.
4. Any other conditions that will insure the equitable transfer of the cable system from one operator to another.
5. Meeting or exceeding the requirements of industry standards in legal, technical and financial tests.

The attached draft Ordinance approving the transfer of control provides adequate protection for the continued performance of Windstream under the provisions of the current franchise agreement.

Recommendation:

That the City Council approves the attached Ordinance approving the transfer of control of LEXCOM to Windstream Corp. with conditions as noted.

Attachments: Ordinance approving transfer of control
Short history of LEXCOM and about Windstream

ORDINANCE NO. _____

AN ORDINANCE BY THE CITY OF HIGH POINT, NORTH CAROLINA PROVIDING FOR THE
CHANGE IN CONTROL OF A CABLE TELEVISION FRANCHISE

WHEREAS, the City of High Point, North Carolina (“City”), acting by and through its City Council (“Council”), passed and enacted a certain Ordinance, (“Franchise”) on May 2, 2005 granting a nonexclusive franchise allowing Lexcom Cable Services, LLC (“LEXCOM”) the authority to construct, operate and maintain a cable television system within the City; and

WHEREAS, pursuant to provisions of the Franchise and City of High Point Cable Television Ordinance (“Ordinance”) dated July 2, 1998, the approval of the Franchising Authority is required to transfer control of the Franchise; and

WHEREAS, pursuant to that certain “Agreement and Plan of Share Exchange” dated September 8, 2009 pursuant to which Windstream Corporation (“Windstream”) will acquire control of the assets of LEXCOM; and

WHEREAS, pursuant to the Cable Television Consumer Protection and Competition Act of 1992 (“1992 Cable Act”), as amended, LEXCOM and Windstream have submitted to the Franchising Authority an FCC Form 394 - Application for Franchise Authority Consent to Assign or Transfer of Control of Cable Television Franchise, and other documentary materials required by Federal Communications Commission regulation or state law or as required by the Franchise/Ordinance; and

WHEREAS, the transfer of control of the Franchise shall not alter, affect or otherwise change the terms or conditions of the Franchise; and

WHEREAS, after careful evaluation of the Federal Communication Commission Form 394 and other documentary materials required by Federal Communications Commission regulation or state law or as required by the Franchise/Ordinance it was determined that Windstream, has the legal and technical expertise, as well as the financial stability, to operate and maintain the cable television system in accordance with the Franchise; and

WHEREAS, it is in the best interests of the City and its citizens to consent to the above referenced transfer of control of the Franchise.

NOW THEREFORE, be it ordained by the Council acting on behalf of the City that:

1. The Franchising Authority hereby gives consent to the transfer of control of the franchise from LEXCOM to Windstream.
2. The City confirms that (a) the Franchise has been properly granted, is in full force and effect; (b) there have been no amendments or modifications to the Franchise, except as set forth herein; (c) there are no defaults under the Franchise or events which upon the giving of notice or passage of time, or both, would constitute an event of default thereunder;
3. That the consent to change of control herein provided shall be effective upon and only

effective concurrent with the closing of the transactions described in FCC Form 394, and the Franchising Authority shall be notified promptly upon the closing of such transactions; and

4. The City hereby consents to and approves the assignment, mortgage, pledge or other encumbrance, if any, of the Franchise, the System or assets relating thereto, as collateral for a loan, as may be provided for in the Franchise or the Ordinance.

BE IT FURTHER ORDAINED AS FOLLOWS:

5. Upon completion of the closing of the transactions described in FCC Form 394, Windstream will continue to provide the required performance bond and insurance certificates required by the Franchise; and

7. Windstream shall remain responsible for all obligations under the terms of the Franchise Agreement and any other obligations under federal, state or local laws or agreements; and

8. This Ordinance will become effective upon adoption by the City Council.

ADOPTED by the City Council, City of High Point this the 19th day of October 2009.

FOR THE CITY COUNCIL OF THE CITY OF HIGH POINT, NORTH CAROLINA:

Becky Smothers, Mayor

ATTEST:

Lisa Vierling, City Clerk

**SPECIAL USE PERMIT 09-02
CITY OF HIGH POINT, NORTH CAROLINA**

October 19, 2009
(ADOPTED)

THE CITY OF HIGH POINT CITY COUNCIL, PURSUANT TO SECTION 9-3-14, SPECIAL USE PERMITS, OF THE CITY OF HIGH POINT DEVELOPMENT ORDINANCE, APPROVED A SPECIAL USE PERMIT AND SITE PLAN FOR THE FOLLOWING USE, SUBJECT TO THE FOLLOWING CONDITION(S):

USE: Parking, Automotive (as a principal use), within the RS-15 District.
Piedmont Authority for Regional Transport (PART) "Park and Ride facility"

CONDITIONS:

1. Development of the site, in regards to general location of vehicular access, general layout of parking lot and limits of construction shall be in accordance with the attached approved Special Use Permit sketch plan.
2. Due to the fact this development area is totally within the North Carolina Department of Transportation (NCDOT) right-of-way, development area setbacks shall be based upon the following:
 - a. Northern development area setbacks to be measured from Guilford County Tax Parcel 312-1-3.
 - b. Southern development area setbacks to be measured from current edge of pavement of Old Plank Road (NCSR 1980) as of September 29, 2009.
 - c. Western development area setbacks to be measured from current edge of pavement of N. Main Street (NCSR 1003) as of September 29, 2009.
 - d. Eastern development areas setbacks to be 40 feet from the limits of construction as noted upon sketch plan (approximately 580 feet from centerline intersection of NCSR 1980 & NCSR 1003).

DESCRIPTION OF PROPERTY: Approximately 4.9 acres lying at the northeast corner of N. Main Street and Old Plank Road. The facility is totally within the North Carolina Department of Transportation (NCDOT) right-of-way.

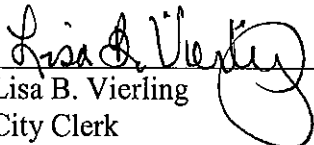
This Special Use Permit and approved site plan are perpetually binding upon the above-described property, unless subsequently amended as provided in the Development Ordinance or until a use otherwise permitted in the zoning district is established.

This Special Use Permit shall become void after eighteen (18) months from the date of City Council approval unless the Special Use authorized has begun and/or a footing inspection has been approved. If the Special Use authorized is discontinued for a period exceeding eighteen (18) months or replaced by a use otherwise permitted in the zoning district, then the Special Use shall be deemed abandoned and this Special Use Permit shall be null and void and of no effect.

If for any reason any condition imposed by this Special Use Permit is found to be illegal or invalid, then this Special Use Permit shall be null and void and of no effect.

The issuance of this Special Use Permit authorizes the filing of an application for a building permit, site plan, subdivision or other development approval as required by the Development Ordinance.

SPECIAL USE PERMIT 09-02 AND THE ACCOMPANYING SITE PLAN WERE APPROVED BY THE CITY COUNCIL OF HIGH POINT, NORTH CAROLINA ON THE 19TH DAY OF OCTOBER, 2009.



Lisa B. Vierling
City Clerk



10-19-2009

Date



4001 Rodney Parham Rd.
Little Rock, AR
72212

December 17, 2009

City of High Point
City Clerk, City of High Point, PO BOX 848
High Point, NC 27282

Re: Notice of Acquisition of Lexcom, Inc. ("Lexcom")

To Whom It May Concern:

I am writing to inform you that earlier this year, Lexcom entered into an Agreement and Plan of Share Exchange with Windstream Corporation ("Windstream"). Pursuant to the terms of the Agreement, on December 1, 2009, Windstream acquired Lexcom and became Lexcom's parent company.

Windstream is headquartered in Little Rock, Arkansas, and provides voice, broadband and entertainment services to customers in 16 states, including Pennsylvania. Windstream has approximately 3 million access lines and \$3 billion in annual revenues.

With respect to the Franchise Agreement ("Agreement"), between City of High Point and Lexcom Cable Services, LLC please change your records to reflect the new name of the licensee under the Agreement:

Windstream Lexcom Entertainment, LLC.

As of the date above, please send all invoices in connection with the Agreement to the following address:

Windstream Communications, Inc.
Accounts Payable Department
Position ID No C00025043
P.O. Box 18313
Little Rock, AR 72222

Please ensure that the invoice includes the following information if applicable:

Position ID Number C00025043
Vendor ID No. – provided by Windstream
Purchase Order No. – provided by Windstream

Thank you,

Laura Avant

Laura Avant
Sourcing Manager
Windstream Communications, Inc

State of North Carolina
Department of the Secretary of State

SOSID: 0594953
Date Filed: 12/7/2009 2:59:00 PM
Elaine F. Marshall
North Carolina Secretary of State
C200933700284

Limited Liability Company
AMENDMENT OF ARTICLES OF ORGANIZATION

Pursuant to §57C-2-22 of the General Statutes of North Carolina, the undersigned limited liability company hereby submits the following Articles of Amendment for the purpose of amending its Articles of Organization.

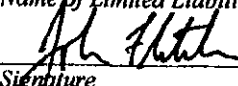
1. The name of the limited liability company is: Lexcom Cable Services, LLC
2. The text of each amendment adopted is as follows (attach additional pages if necessary):

3. (Check either a or b, whichever is applicable)
 - a. The amendment(s) was (were) duly adopted by the unanimous vote of the organizers of the limited liability company prior to the identification of initial members of the limited liability company.
 - b. ☒ The amendment(s) was (were) duly adopted by the unanimous vote of the members of the limited liability company or was (were) adopted as otherwise provided in the limited liability company's Articles of Organization or a written operating agreement.
4. These articles will be effective upon filing, unless a date and/or time is specified: _____

This the 2nd day of December, 20 09.

Lexcom Cable Services, LLC

Name of Limited Liability Company



Signature
Windstream Lexcom Communication, Inc. Manager by
John Fletcher, EVP and Secretary

Type or Print Name and Title

NOTES:

1. Filing fee is \$50. This document must be filed with the Secretary of State.

(Revised January 2000)
CORPORATIONS DIVISION

P. O. BOX 29622

(Form L-17,
RALEIGH, NC 27626-0622

AMENDMENT OF ARTICLES OF ORGANIZATION
OF
LEXCOM CABLE SERVICES, LLC

December 1, 2009

Pursuant to §57C-2-22 of the General Statutes of North Carolina, the undersigned limited liability company hereby submits the following Articles of Amendment for the purpose of amending its Articles of Organization.

1. The name of the limited liability company is: Lexcom Cable Services, LLC.
2. The following amendment to the Articles of Organization of the liability was duly adopted by the sole member of the limited liability company on December 1, 2009, in the manner prescribed by Chapter 57C of the North Carolina General Statutes:

Paragraph 1 of the Articles of Organization of the limited liability company is hereby deleted in its entirety and the following shall be inserted in lieu thereof:

1. The name of the limited liability company is: Windstream Lexcom Entertainment, LLC.
3. These Articles of Amendment will be effective upon filing.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Amendment of Articles of Organization as of the day and year first written above.

LEXCOM CABLE SERVICES, LLC

Windstream Lexcom Communication, Inc. Manager by

By: 

Name: John P. Fletcher

Title: Executive Vice President, General Counsel
and Secretary

PLANNING AND ZONING COMMISSION RECOMMENDATION

On September 29, 2009, a public hearing was held before the Planning and Zoning Commission regarding the requests described below. All members of the Commission were present except Mr. White.

High Point University

Street Abandonment Case 09-19

A request by High Point University to abandon approximately 58 feet of the eastern terminus of Fifth Court fronting property at 1011 Fifth Court.

Mr. Shannon presented the request to the Commission and recommended approval as outlined in the staff report.

Speaking in favor of the request was Don Scarborough of 1108 Ferndale Boulevard, Vice President of Community Relations for High Point University. Mr. Scarborough stated that the major sewer line that services the properties on Fifth Court ran under the house at 1011 Fifth Court, so the neighbors are pleased that will no longer be an issue.

No one spoke in opposition.

The Planning & Zoning Commission recommended ***approval*** of Street Abandonment Case 09-19 with the retention of a 20-foot sanitary sewer easement, a 20-foot water line easement and a 30-foot electrical easement by a vote of 6-0.

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

**STAFF REPORT
STREET ABANDONMENT CASE 09-19
September 29, 2009**

Request	
Applicant: High Point University	Proposal: Abandonment of an improved portion of Fifth Court (see Plat Book 11 Page 67), lying at the eastern terminus of Fifth Court approximately 400 feet northeast of the Fifth Street and Fifth Court intersection.

Adjacent Streets		
Name:	Classification:	R/W and Pavement Width:
Fifth Court	Local	50 ft. R/W and 22 ft. ribbon pavement

Adjacent Property Zoning and Current Land Use		
North:	Residential Single-Family-7 (RS-7)	Single-family Residence
South:	Conditional Use Public Institutional	High Point University (dormitory)
East:	Conditional Use Public Institutional	High Point University (cleared)
West:	Residential Single-Family-7 (RS-7)	Single-family Residence

Analysis

The improved portion of Fifth Court being considered for abandonment contains approximately 0.07 acres in area (being approximately 50 feet wide by 59 feet in length). The area is the improved terminus of Fifth Court. High Point University owns both sides of Fifth Court adjacent to the proposed abandonment. High Point University is purchasing, and intends to remove, the residential structure on 1011 Fifth Court. The right-of-way contains a 6-inch waterline, an 8-inch sanitary sewer line, and an electric utility support guy wire and pole. The topography falls slightly from west to east.

Findings

The Technical Review Committee (TRC) reviewed this request on September 16, 2009 and identified no issues that would prevent its abandonment.

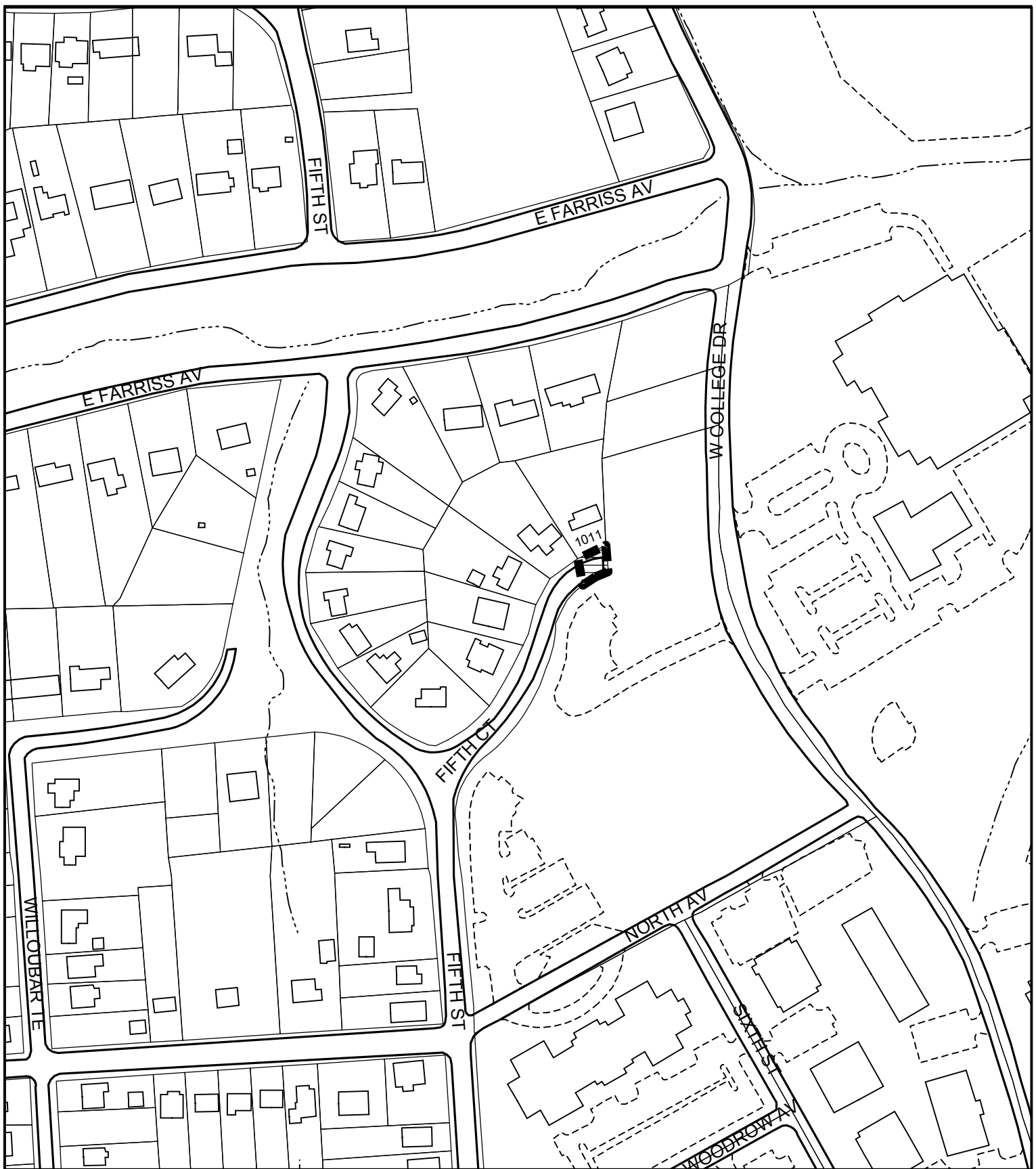
The abandonment of the public's interest and conveyance of the right-of-way to the abutting property owners, as regulated, will not deny the abutting property owners reasonable access to their property and, therefore, is not contrary to the public interest.

Recommendation

The Planning and Development Department recommends approval of the requested street right-of-way abandonment with the retention of a 20-foot sanitary sewer easement centered on the existing sanitary sewer line, a 20-foot waterline easement centered on the existing waterline service to the existing fire hydrant, and a 30-foot electric utility easement centered on the existing overhead guy wire and guy wire support pole based on preliminary findings that it is not contrary to the public interest, and that no property in the vicinity of the street abandonment would be deprived of reasonable means of ingress or egress.

Report Preparation

This report was prepared by Planning and Development Department staff member Mark Schroeder, AICP, Senior Planner and reviewed by Bob Robbins, AICP, Development Administrator, and Lee Burnette, AICP, Director.



STREET ABANDONMENT REQUEST SA09-19

Applicant: High Point University
Area: 0.07 acres



Location of requested street abandment

**Planning & Development
 Department**

City of High Point

Date: September 21, 2009

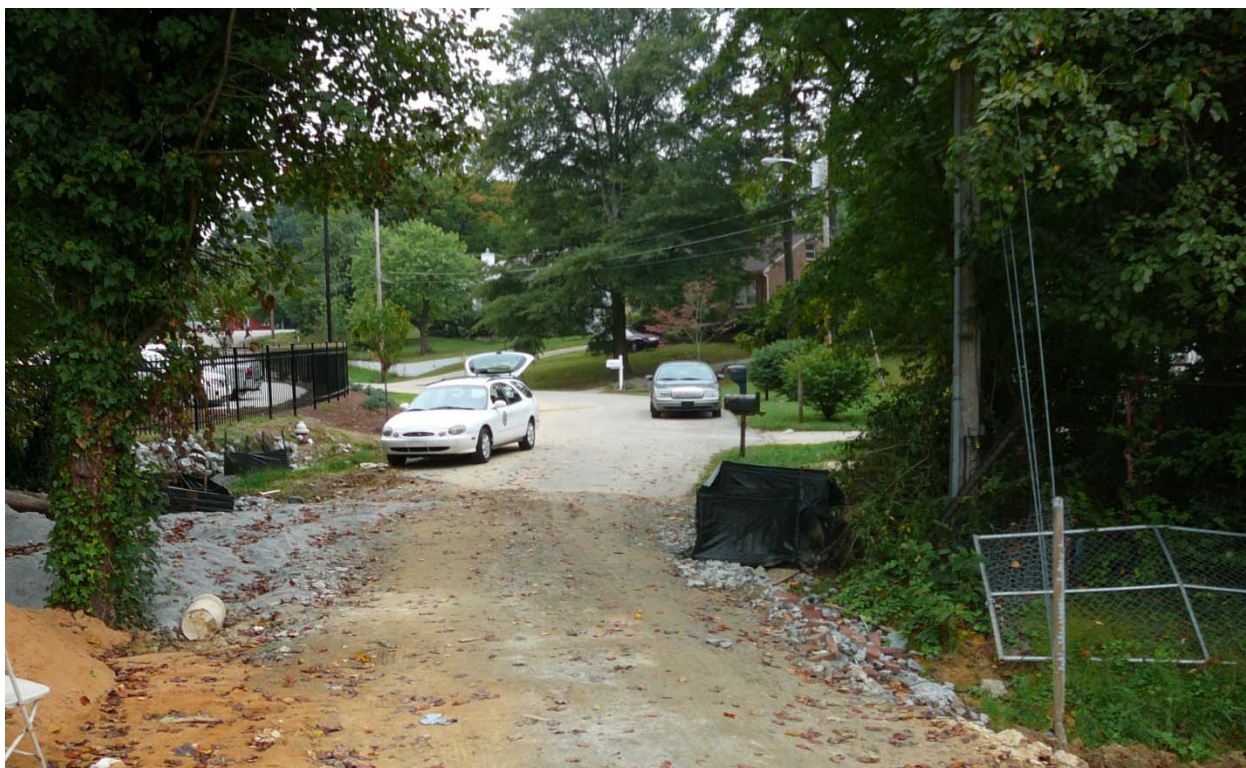


Scale: 1"=200'
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Attachments: Photographs (September, 2009) and Aerial (February, 2008)



Looking northeast from the terminus of Fifth Court towards W. College Dr (private).



Looking southwest from HPU property towards the terminus of Fifth Court. Notice power line, power pole, and guy wires on the right side of image.



Aerial with the abandonment area highlighted.

PLANNING AND ZONING COMMISSION RECOMMENDATION

On September 29, 2009, a public hearing was held before the Planning and Zoning Commission regarding the requests described below. All members of the Commission were present except Mr. White.

Piedmont Authority for Regional Transportation

Special Use Permit 09-02

A request by the Piedmont Authority for Regional Transportation (PART) to allow "Parking" (Automotive as a principal use on the zone lot) within the Residential Single Family-15 (RS-15) District. The site is lying at the northeast corner of N. Main Street and Old Plank Road.

Prior to the beginning of this case Planning & Zoning Commission member Joe Humble recused himself from the deliberation and voting on this request due to a conflict of interest. Mr. Shannon presented the request to the Commission and recommended approval as outlined in the staff report.

Speaking in favor of the request was Mr. Scott Rhine of 449 Wallburg-High Point Road, representative of PART and Ms. Ruth McHenry of 2933 Millville Road, Pottstown, representative of Davis-Martin-Powell, the applicant's civil engineer. Mr. Rhine advised that this will be a park & ride facility for PART and the only structure will be an open sided waiting shelter for customers. The shelter will be similar in design and layout to PART's other facility located near Business 311 and I-85 in Archdale.

No one spoke in opposition.

The Planning & Zoning Commission recommended ***approval*** of Special Use Permit 09-02 by a vote of 5-0.

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

**STAFF REPORT
SPECIAL USE PERMIT 09-02
September 29, 2009**

Request	
Applicant: Piedmont Authority for Regional Transportation (PART)	Owner(s): North Carolina Department of Transportation (NCDOT)
Proposal: A Special Use Permit request to allow "Parking" (automotive as a principal use) within the Residential Single Family-15 (RS-15) District.	

Site Information	
Location:	Lying at the northeast corner of N. Main Street and Old Plank Road.
Tax Parcel Numbers:	None, the site is within NCDOT right-of-way
Site Acreage:	Approximately 4.9 acres
Current Land Use:	Undeveloped NCDOT right-of-way.
Physical Characteristics:	The site is wooded and has a moderately sloping terrain.
Water & Sewer Proximity:	A 12-inch City water line and 8-inch City sewer line lies adjacent to the site along N. Main Street.
General Drainage and Watershed:	The site drains in a general eastern direction and development is subject to the Oak Hollow Lake GWA requirements. Engineered storm water treatment measures are required for multi-family development with a total impervious surface area greater than 24% of the site.
Overlay Districts	None

Adjacent Property Zoning and Current Land Use		
North:	CU GO-M - Conditional Use General Office-Moderate Intensity District	Undeveloped
South:	HB - Highway Business District	Undeveloped
East:	RS-15 - Residential Single Family – 15 District	Undeveloped
West:	CU-HB - Conditional Use Highway Business District	Convenience store with gas pumps

Relevant Land Use Policies and Related Zoning History	
Community Growth Vision Statement	<u>Goal 5:</u> Balance the efficient movement of vehicles with the needs of pedestrians, alternative transit modes, and aesthetic quality. • <u>Objective 5F:</u> Expand and enhance bus service in High Point, and explore other mass transit options for transportation within the region.

Land Use Plan Map Classification:	Local/Convenience Commercial: This classification includes moderate-intensity convenience retail or service uses, generally serving small, local neighborhoods.
Land Use Plan Goals, Objectives and Policies:	This request is neither in conflict with the Land Use Plan's goals and objectives nor does it promote those goals and objectives.
Relevant Area Plan(s):	US 311 Bypass Corridor Study: This study, completed in 1999 by consultants working for the City, made recommendations for four US 311 Bypass interchanges, including North Main Street. Recommendations relevant to this request include exploring the possibility of making excessive right-of-way around the interchanges available for development, and retaining/enhancing tree buffers where possible.
Zoning History:	None

Transportation Information				
Adjacent Streets:	Name		Classification	
	Main Street Old Plank Road		Major Thoroughfare Major Thoroughfare	
Approx. Frontage		320 feet 670 feet		
Vehicular Access:	The proposed park and ride lot will have one point of access on Old Plank Road.			
Traffic Counts:	Main Street & Old Plank Road		9,420 average daily trips (2007, 12-hour count)	
Estimated Trip Generation:	The site is proposed to be developed as a park and ride facility for PART AM Peak Trips: 149 PM Peak Trips: 128 Total 24 Hour Volume: 932			
Traffic Impact Analysis:	Required		Comment	
	☐	Yes	☐	<u>No</u> X
Pedestrian Access:	There are no pedestrian facilities planned for this area.			

School District Information
Not applicable to this zoning case.

Details of Proposal

This is a request from PART to allow a park and ride facility upon approximately 4.9 acres within the North Carolina Department of Transportation (NCDOT) right-of-way. Although this is within a road right-of-way, the City of High Point's zoning coverage extends into the road right of ways and governs its land use.

Parking lots as a principle use are permitted in the RS-15 District as a special use. The special use permit review is to ensure the facility is appropriate for that location and to insure there are no impacts upon adjacent property owners or that any impacts are sufficiently mitigated.

This site is located at the intersection of two major thoroughfares, and is approximately 500 feet west of the interchange entrance to an interstate freeway (311 bypass / future I-74). Except for an open sided covered waiting pavilion, no structures will be developed upon the site and it will contain around 200 – 210 paved parking spaces. Access to the site was initially proposed from N. Main Street; however, such an access point created public safety concerns because of its closeness to the signalized intersection, and because of conflicting center turning lanes.

Identified Issues

Major Issues:

- ❖ None

Minor Issues:

- ❖ None

Findings

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 its impact on surrounding properties. The purpose of the Special Use Permit process is to allow the Planning and Zoning Commission and City Council an opportunity to perform this analysis.

Section 9-3-14 of the Development Ordinance requires that certain findings be made before a Special Use Permit 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.

That the use will not materially endanger the public health or safety if located where proposed; staff finds

Compliance	❖ Staff finds that the proposal as designed would not endanger public health or safety.
------------	---

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*; staff finds

Compliance	❖ Based upon the site plan provided, the request is meeting the requirements of the Development Ordinance.
------------	--

That the use will not substantially injure the value of adjoining or abutting property, or that it is a public necessity; staff finds

Compliance	❖ Both PART and NCDOT are public governmental agencies. The proposed park-and-ride parking lot will be a public facility; it will assist in providing alternate transportation options and will promote an alternative transportation option for the motoring public.
------------	---

	❖ All abutting parcels are zoned to permit non-residential uses. Except for a convenience store with gas pumps along the opposite side of N. Main Street, all abutting parcels are undeveloped. Staff finds that the allowance of a public park and ride facility at this location would not negatively impact adjacent properties.
--	---

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; staff finds

Compliance	❖ The site is located at the intersection to two major thoroughfares and within 500 feet of an on-ramp to a future interstate roadway system. The allowance of a public park and ride facility at this location is in harmony with the area and in conformance with plans of the City for this area.
-------------------	--

Recommendation

Staff recommends approval

Based upon the conditions in the attached Special Use Permit application and the preliminary findings of fact, staff finds that the request is generally consistent with the surrounding zoning and development in this area, and in compliance with the goals and objectives of the Land Use Plan.

The Planning and Development Department recommends approval of the request to allowed “Parking” (automotive as a principal use) within the Residential Single Family-15 (RS-15) District and the accompanying Special Use Permit.

Report Preparation

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

**SPECIAL USE PERMIT 09-02
CITY OF HIGH POINT, NORTH CAROLINA**

September 29, 2009
(Submitted)

THE CITY OF HIGH POINT CITY COUNCIL, PURSUANT TO SECTION 9-3-14, SPECIAL USE PERMITS, OF THE CITY OF HIGH POINT DEVELOPMENT ORDINANCE, APPROVED A SPECIAL USE PERMIT AND SITE PLAN FOR THE FOLLOWING USE, SUBJECT TO THE FOLLOWING CONDITION(S):

USE: Parking, Automotive (as a principal use), within the RS-15 District.
Piedmont Authority for Regional Transport (PART) "Park and Ride facility"

CONDITIONS:

1. Development of the site, in regards to general location of vehicular access, general layout of parking lot and limits of construction shall be in accordance with the attached approved Special Use Permit sketch plan.
2. Due to the fact this development area is totally within the North Carolina Department of Transportation (NCDOT) right-of-way, development area setbacks shall be based upon the following:
 - a. Northern development area setbacks to be measured from Guilford County Tax Parcel 312-1-3.
 - b. Southern development area setbacks to be measured from current edge of pavement of Old Plank Road (NCSR 1980) as of September 29, 2009.
 - c. Western development area setbacks to be measured from current edge of pavement of N. Main Street (NCSR 1003) as of September 29, 2009.
 - d. Eastern development areas setbacks to be 40 feet from the limits of construction as noted upon sketch plan (approximately 580 feet from centerline intersection of NCSR 1980 & NCSR 1003).

DESCRIPTION OF PROPERTY: Approximately 4.9 acres lying at the northeast corner of N. Main Street and Old Plank Road. The facility is totally within the North Carolina Department of Transportation (NCDOT) right-of-way.

This Special Use Permit and approved site plan are perpetually binding upon the above-described property, unless subsequently amended as provided in the Development Ordinance or until a use otherwise permitted in the zoning district is established.

This Special Use Permit shall become void after eighteen (18) months from the date of City Council approval unless the Special Use authorized has begun and/or a footing inspection has been approved. If the Special Use authorized is discontinued for a period exceeding eighteen (18) months or replaced by a use otherwise permitted in the zoning district, then the Special Use shall be deemed abandoned and this Special Use Permit shall be null and void and of no effect.

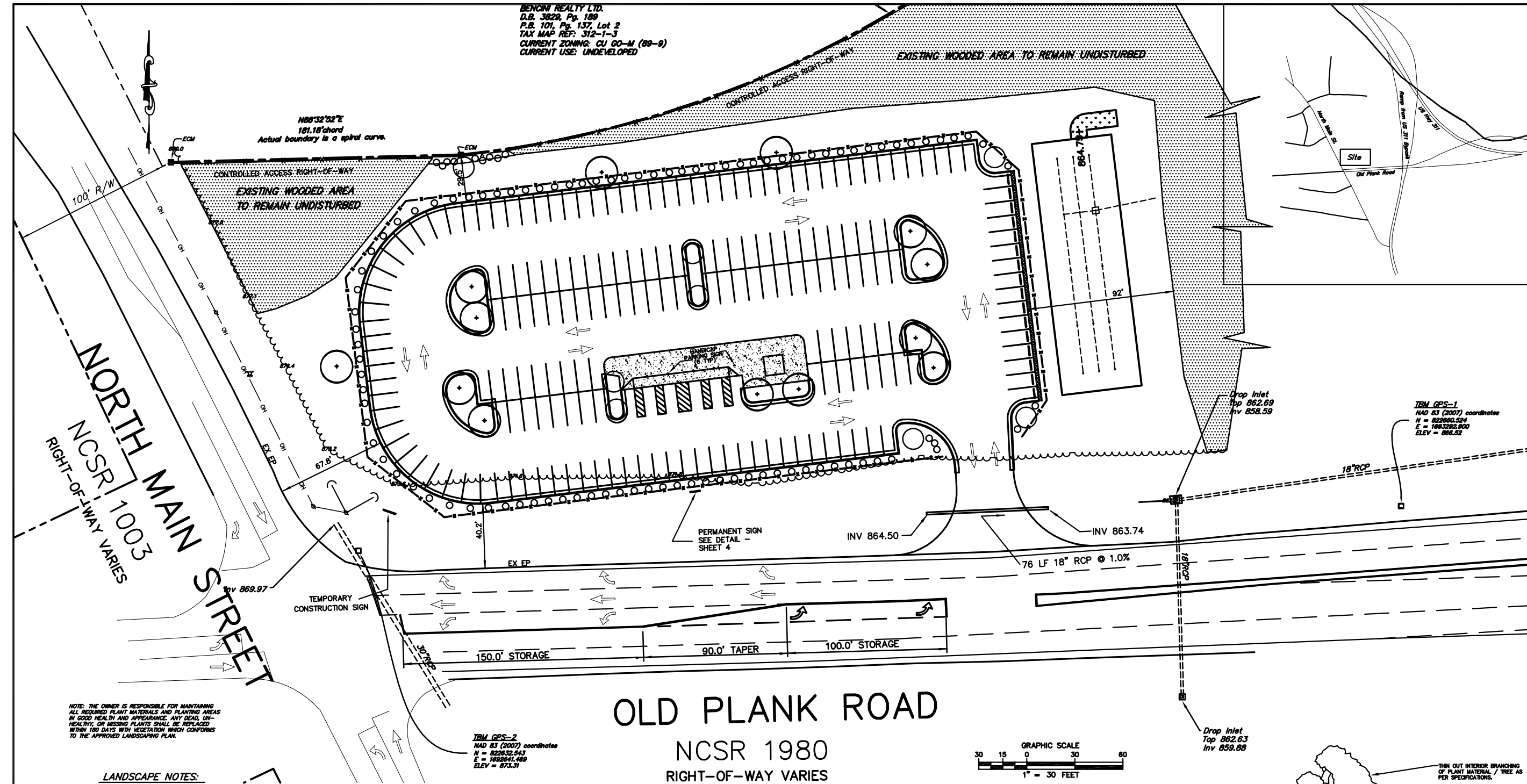
If for any reason any condition imposed by this Special Use Permit is found to be illegal or invalid, then this Special Use Permit shall be null and void and of no effect.

The issuance of this Special Use Permit authorizes the filing of an application for a building permit, site plan, subdivision or other development approval as required by the Development Ordinance.

SPECIAL USE PERMIT 09-02 AND THE ACCOMPANYING SITE PLAN WERE
APPROVED BY THE CITY COUNCIL OF HIGH POINT, NORTH CAROLINA ON THE
_____ TH DAY OF _____ 2009.

Lisa B. Vierling
City Clerk

Date



- LANDSCAPE NOTES:**
- THE LANDSCAPE CONTRACTOR SHALL MAKE HIMSELF AWARE OF EXISTING UTILITIES. HE SHALL NOTIFY THE RESPECTIVE PUBLIC UTILITIES PRIOR TO BEGINNING CONSTRUCTION.
 - PLANTING BEDS AND PLANT LOCATIONS SHALL BE STAKED BY THE CONTRACTOR AND APPROVED BY THE OWNER OR OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
 - PLANTING BEDS SHALL BE CLEARED OF ALL GRASS AND WEEDS PRIOR TO INSTALLATION OF PLANTS, AND SHALL BE CULTIVATED AS SHOWN ON THE PLANTING DETAILS.
 - ALL DISTURBED AREAS TO BE SEED OR SEEDING UNLESS OTHERWISE NOTED.
 - PLANTING BEDS SHALL HAVE 4" SHREDDED HARDWOOD BARK MULCH IN ENTIRE BED UNLESS OTHERWISE NOTED ON DRAWINGS.
 - ALL PLANTED AREAS SHALL BE TREATED WITH A WATER-SOLUBLE HERBICIDE FOR THE NON-SELECTIVE CONTROL OF ANNUAL AND PERENNIAL WEEDS PRIOR TO PLANTING.
 - ALL TREE AND SHRUB PITS SHALL BE BACKFILLED WITH A PLANTING SOIL MIXTURE OF 1 PART PEAT MOSS, 3 PARTS TOP SOIL AND 1 PART SAND, THOROUGHLY MIXED.
 - ALL PLANTED AREAS TO BE FERTILIZED WITH GRANULAR FERTILIZER. CONTRACTOR TO PROVIDE SOIL TEST AND FERTILIZER APPLICATION RATES IF REQUIRED FOR APPROVAL.
 - SPRAY TREES AND SHRUBS WITH AN ANTI-DESICCANT IF FOLIAGE IS PRESENT.
 - EVERGREEN TREES AND SHRUBS SHALL BE PLANTED THE SAME AS DECIDUOUS MATERIAL.
 - DO NOT PRUNE ANY MATERIAL UNTIL IT HAS BEEN VIEWED AND ACCEPTED BY THE OWNER OR OWNER'S REPRESENTATIVE.
 - ALL PLANT MATERIAL TO BE NURSERY GROWN AND TO COMPLY WITH AMERICAN STANDARD FOR NURSERY STOCK (ANSI-280-1-1986).
 - ALL MATERIALS INSPECTED AT THE SITE AND FOUND NOT TO BE ACCEPTABLE SHALL BE REMOVED FROM THE SITE ON THE DAY OF REJECTION.
 - IMMEDIATELY AFTER A TREE IS PLANTED, IT SHOULD BE SUPPORTED WITH STAKES AND GUY WIRES TO FIRMLY HOLD IT IN PLACE. (SEE DETAIL - THIS SHEET) REMOVE STAKES AND TIES AFTER ONE YEAR.
 - THE LOWER TRUNKS OF NEW TREES SHOULD BE WRAPPED WITH BURLAP OR PAPER TO PREVENT EVAPORATION AND SUN SCALD. THE WRAPPING SHALL REMAIN ON THE TREE AT LEAST ONE YEAR.
 - PLANT ALL TREES AT LEAST 3 1/2 FEET FROM THE END OF HEAD-ON PARKING SPACES TO PREVENT DAMAGE FROM CAR OVERHANG.

LANDSCAPING REQ'T:
PARKING: 198 SP/12= 16 C
TYPE 'D' BUFFER: 50 LF REQ'S: 1 U + 9 S
TOTAL ON SITE: 16 C + 1 U + 9 S
AS SHOWN: 13 C + 8 U + 104 S

PLANT LIST

SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE CLASSIFICATION	QUANTITY
●	WILLOW OAK	QUERCUS PHELLOS	CANOPY	13
○	DOGWOOD	CORNUS FLORIDA	UNDERSTORY	8
○	CARISSA HOLLY	ILEX CORNUTA 'CARISSA'	SHRUB	104

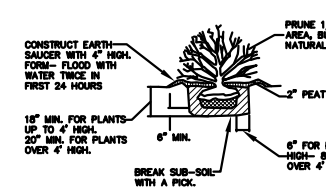
SIZE CLASSIFICATION

1. CANOPY - 5' HT MIN. 2" CALIPER MIN. AT PLANTING MEASURED 6" ABOVE GRADE WHEN MATURE. A CANOPY TREE SHOULD BE AT LEAST FORTY (40) FEET HIGH AND HAVE A MINIMUM CROWN WIDTH OF THIRTY (30) FEET.

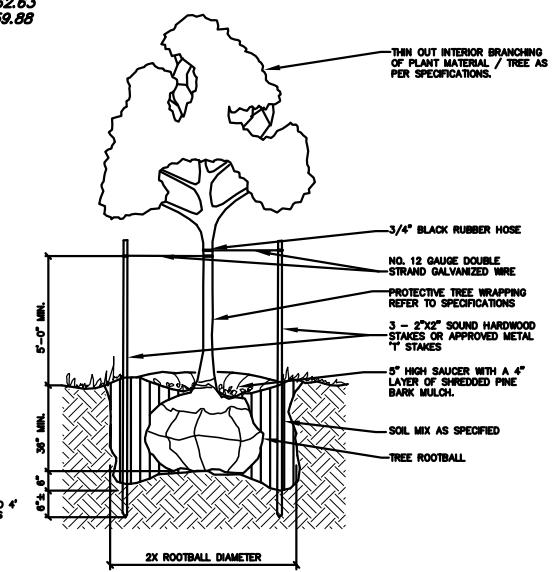
2. UNDERSTORY - 4' HT MIN. 1" CALIPER MIN. AT PLANTING MEASURED 6" ABOVE GRADE

3. SHRUB - A MIN. HT OF EIGHTEEN (18) INCHES AND/OR A MIN. SPREAD OF EIGHTEEN (18") AT PLANTING

ALL APPROVED SHRUBS SHALL REACH A MINIMUM HEIGHT OF THIRTY-SIX (36) INCHES AND A MINIMUM SPREAD OF THIRTY (30) INCHES WITHIN THREE (3) YEARS OF PLANTING.



SHRUB PLANTING DETAIL
N.T.S.



TYPICAL TREE PLANTING
N.T.S.

DAVIS-MARTIN-POWELL & ASSOCIATES, INC

ENGINEERING

LAND PLANNING

SURVEYING

6415 OLD PLANK ROAD
HIGH POINT, NC 27265
(336) 886-4821
LICENSE: F-0245
WWW.DMP-INC.COM

dmp

DAVIS-MARTIN-POWELL & ASSOCIATES, INC

REV	DATE	DESCRIPTION	BY	PROJECT	090128
1	9/10/09	DESIGNED	JUN		
2		DRAWN	CHE		
3		CHECKED	JUN		
4		SCALE			
5					
6					

ALTERNATE LANDSCAPE PLAN & DETAILS

PIEDMONT AUTHORITY REGIONAL TRANSPORTATION

6530 OLD PLANK ROAD

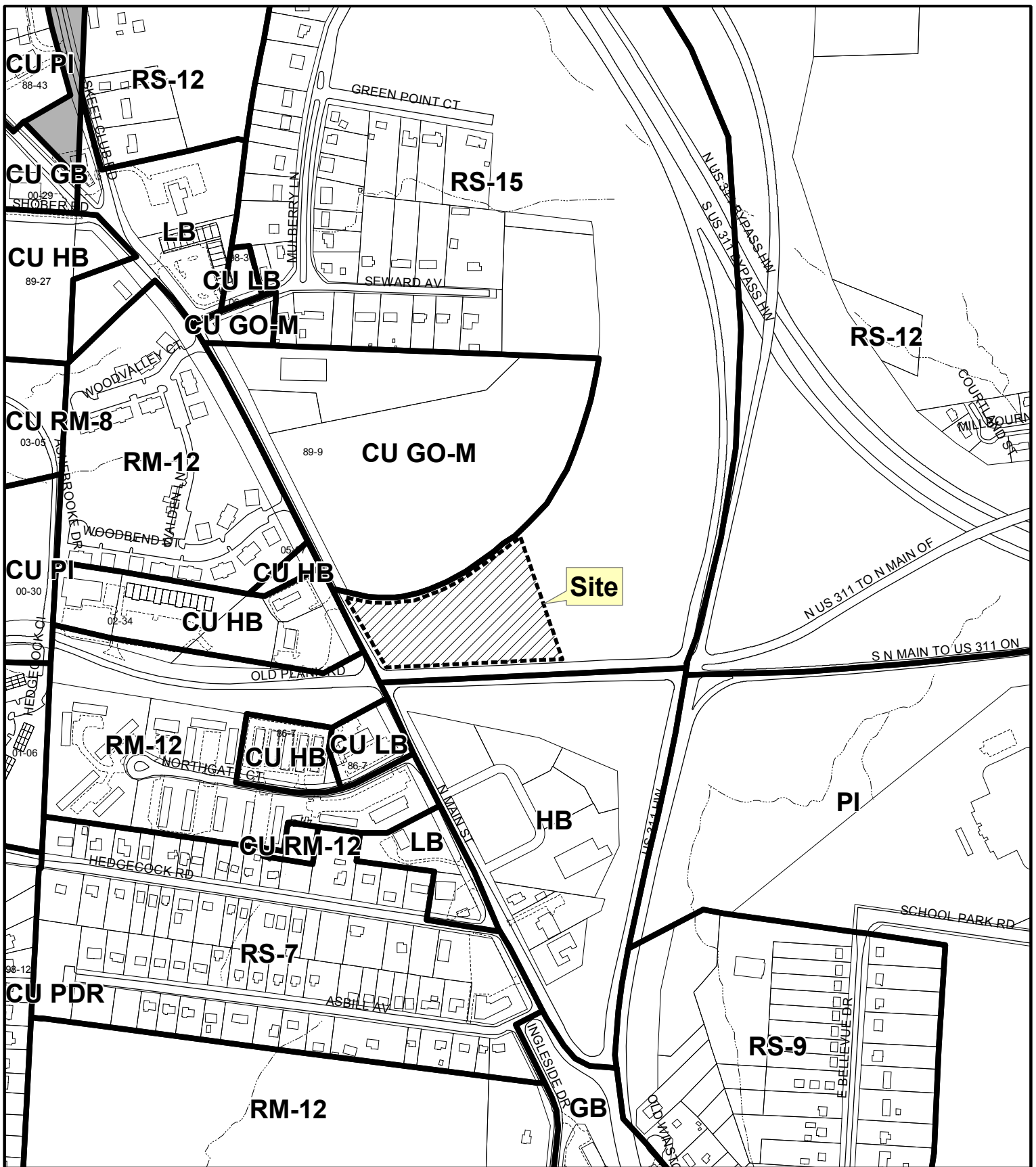
HIGH POINT TOWNSHIP, GUILFORD COUNTY

HIGH POINT, NORTH CAROLINA

SHEET NO.

7

OF 7



SPECIAL USE PERMIT 09-02

Request: To allow a Parking Lot as a principal use with
in the RS-15 district

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

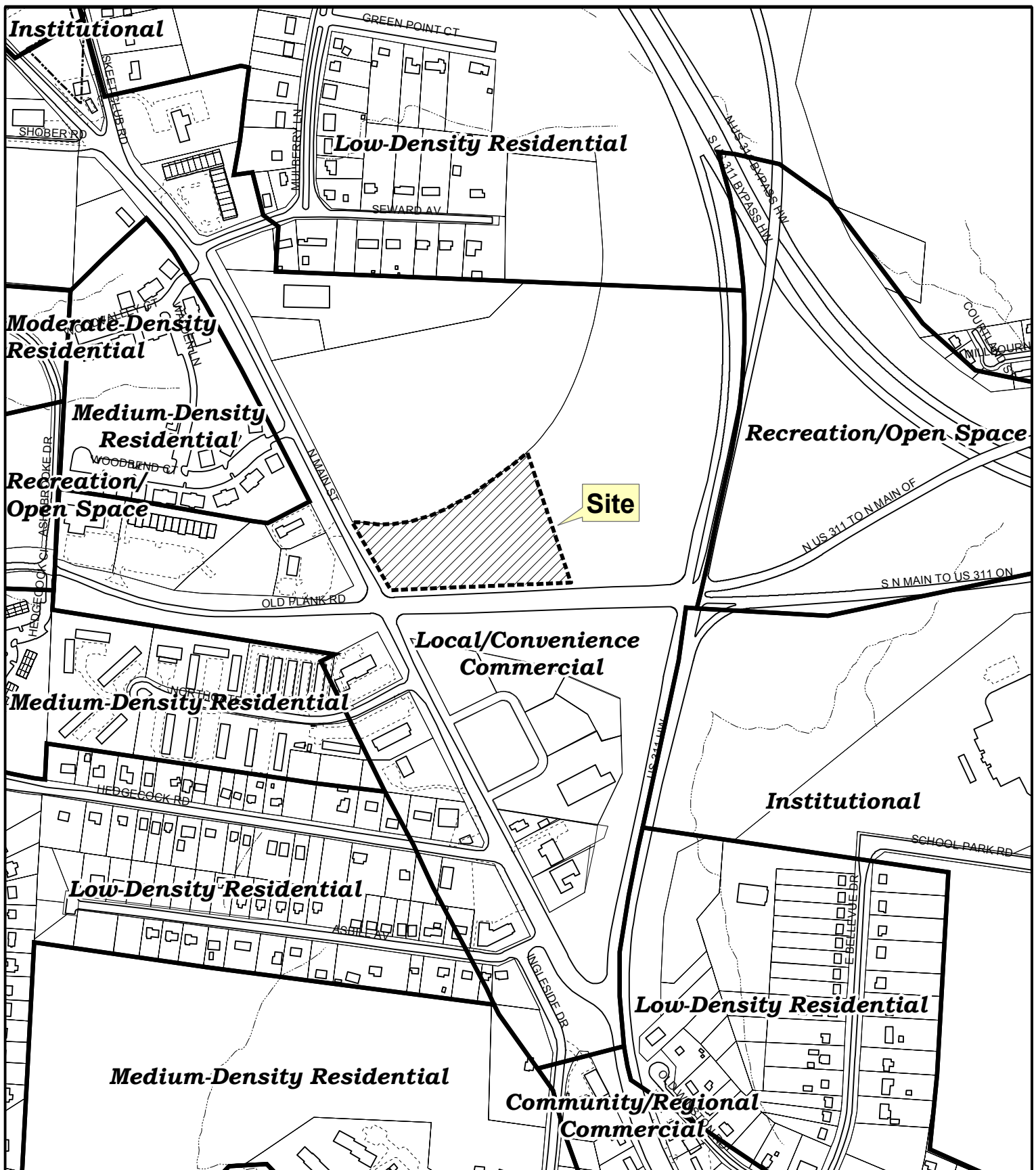
Planning & Development
Department

City of High Point

Date: September 14, 2009



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SPECIAL USE PERMIT 09-02

Land Use Plan

Existing Land Use Plan
Subject Property Boundary



**Planning & Development
 Department**

City of High Point

Date: September 14, 2009



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SPECIAL USE PERMIT 09-02

Topography

Subject Property Boundary - - - - -

**Planning & Development
Department**

City of High Point

Date: September 14, 2009



Scale: 1"=500'

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PLANNING AND ZONING COMMISSION RECOMMENDATION

On September 29, 2009, a public hearing was held before the Planning and Zoning Commission regarding the requests described below. All members of the Commission were present except Mr. White.

Westover Partners, LLC

Major Amendment to Conditional Use Permit 05-21

A request by Westover Partners, LLC to amend Conditional Use Permit 05-21 pertaining to permitted uses, sketch plan, development/dimensional & density standards, open space & recreation area, landscaping and fencing conditions of the permit. The site is lying along the north side of Westover Drive, directly west of the Guilford/Davidson County line.

Mr. Shannon presented the request to the Commission and recommended approval as outlined in the staff report.

Speaking in favor of the request was Ms. Judy Stalder of 1814 Eastchester Drive in High Point, representative for Westover Partners, LLC. Ms. Stalder advised the Commission that in order to enhance the marketability of this subdivision, the developer desired that the Conditional Use Permit be amended to allow the option to develop single family detached dwellings upon a portion of the larger 41 acre development. The option to allow this use type will not increase the initially approved density of the overall development.

No one spoke in opposition.

The Planning & Zoning Commission recommended ***approval*** of Major Amendment to Conditional Use Permit 05-21 by a vote of 6-0.

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

**STAFF REPORT
MAJOR AMENDMENT TO CONDITIONAL USE PERMIT 05-21
September 29, 2009**

Request	
Applicant: Westover Partners, LLC	Owner(s): Westover Partners, LLC, Westover Ride Master HOA Westover Ridge Townhome HOA
Proposal: Major Amendment of CUP 05-21 to allow the following: - To add single family detached dwellings as a permitted use. - To amend the adopted sketch plan to note location of single family tract, and to clarify open space, landscaping and fencing conditions of the permit with the addition of a single family use.	

Site Information	
Location:	Lying along the north side of Westover Drive, directly west of the Guilford/Davidson County line.
Tax Parcel Numbers:	Davidson County Tax Parcels 01008K0000001 thru 6, 8, 9, 11, 12; 01008K0000007, 7A, 7B, 7C; 01008K0050001, 1A, 1B, 1C, 1D; 01008K0050002A, 2B, 2C, 2D; 01008K0050003A, 3B, 3C, 3D; and 01008L0000001, 2, 3, 4.
Site Acreage:	Approximately 41.3 acres.
Current Land Use:	Townhome dwelling, multifamily dwellings and undeveloped parcels.
Physical Characteristics:	Except for required buffer areas as noted within CUP05-21, the site has been cleared. The site has moderate to severely sloping terrain. The site slopes to the west with the steeper terrain along the western half of the site. A stream runs from east to west from the mid portion of the site and along the northwestern boundary. In addition, a 50 foot wide gas pipeline, running in a north/south direction, bisects the site.
Water and Sewer Proximity:	City water and sewer lines have been extend from the Westover Drive through the site to its western boundary.
General Drainage and Watershed:	Land disturbance over one-acre in area will require a stormwater control devices.
Overlay District(s):	None

Adjacent Property Zoning and Current Land Use		
North:	CU-PDR - Conditional Use Planned Unit Development – Residential District	Single family dwellings and common area of Laurel Oak Ranch development
South:	RA-3 - Residential Agricultural-3 (Davidson Co)	Single family dwellings
East:	RS-9 - Residential Single-Family-9 District	Single family dwellings
West:	CU-PDR - Conditional Use Planned Unit Development – Residential District	Townhome dwellings and common area of Laurel Oak Ranch development

Relevant Land Use Policies and Related Zoning History	
Land Use Plan Map Classification:	Moderate-Density Residential: This classification is intended to accommodate a variety of detached or attached dwellings, generally including single family homes, cluster homes, duplexes, and townhouses. Development densities shall range from five to eight dwelling units per gross acre.
Land Use Plan Goals, Objectives and Policies:	Not applicable to this request.
Relevant Area Plan(s)	Northeast Davidson Area Plan.
Zoning History:	The zoning site was annexed and granted its current CU RM-8 zoning by the City of High Point in November 2005. There have been no recent zoning cases in this immediate area.

Transportation Information
The initial zoning submittal included a Traffic Impact Analysis (TIA) that noted a 233 unit townhome/multifamily development would generate approximately 1,365 trips per day. Therefore, conditions pertaining to vehicular access, right-of-way dedication for road widening and installation of turn lanes were placed in the permit. The proposed amendment to allow single family dwellings will reduce the overall density of the site; however, single family uses typically generate more vehicular trips per day than townhome or multifamily uses. Although the single family option will reduce the overall number of units to 218 units (179 townhome/multifamily units and 39 single family units), this use mixture will generate approximately 1,504 trips per day (139 more trips). The applicant's traffic engineer has submitted an update to the TIA and has noted that the additional trips are considered marginal and would not affect the original recommended conditions/improvements of the permit. This revised TIA has been reviewed by the City of High Point Transportation Department.

Details of Proposal
When this 41.3 acre site was annexed and granted its current CU RM-8 District zoning in November 2005, the applicant at that time (Kavanagh Associates, Inc.) was proposing a multifamily development consisting of a mix of townhomes and multifamily dwellings with a maximum density of 6 units per acre or approximately 247 dwelling units. The adopted sketch

plan, which is part of the permit, divides the site into two tracts. The eastern half of the site was restricted to townhome units only and the western half of the site was restricted to multifamily units.

The previous applicant started development with the installation of public roadways and utilities, two 3-story multifamily buildings and eight (8) townhome units. However, that developer was unable to complete the project and the current applicant, Westover, LLC, has acquired the site and is attempting to complete the project. In order to allow a wider range of development options, Westover LLC has submitted this amendment to allow single family units as a possible use type. The requested amendments to the permit are as follows:

1. The eastern half of the site, Tract A where townhomes are currently permitted, is proposed to be split in half. The northeastern portion of the current Tract “A” will no longer be restricted to townhome units only. This area will be permitted to develop either as a townhome subdivision or a single family detached subdivision, but not a mixture of both uses. The southwestern portion of this tract, where townhomes have already been constructed, will remain as a townhome tract but will be renamed to Tract “C”.
2. The sketch plan is being amended to note the creation of the new configuration of Tract “A” and its ability to develop with single family or townhomes units.
3. With the potential to have a single family use; the open space, setback and landscaping conditions are being clarified. The current higher landscaping and building setback conditions will still be required if this new tract is developed with townhome units. However, if developed as a single family tract, the higher landscaping and setback standards will not apply.

Identified Issues

Major Issues:

❖ None

Minor Issues:

❖ None

Findings

Section 9-3-13 of the Development Ordinance states that major amendments are those that alter the objective and purpose of the requirements or conditions of the Conditional Use Permit, and therefore shall be considered using the same procedure as that required for the issuance of an initial CUP, in order to identify and evaluate what effect, if any, the proposed changes will have on the existing findings supporting Zoning Case 05-21. Based on the applicant’s submittal and the substance of the proposed changes to the CUP, as they existed on the date of this report, the Planning and Development Department offers the following comments relative to these required findings.

That the development of the property in accordance with the proposed conditions will not materially endanger the public health or safety; staff finds

Compliance

❖ Proposed amendments to the permit will not alter initial findings used to approve this case.

That the development of the property in accordance with the proposed conditions will not substantially injure the value of the adjoining or abutting property; or that the development is a public necessity; staff finds

Compliance	❖ Based upon the following, staff finds that the proposal to allow single family detached dwellings as a permitted use upon the eastern and northeastern portion of the site will not impact the value of adjoining property owners. ➤ The area were single family dwellings may be permitted abuts existing single family uses. ➤ The abutting single subdivision is zoned RS-9. If single family units are developed on the zoning site they must meet development and dimensional standards of the RS-7 District. The standards of the RS-7 and RS-9 District are similar and are compatible with each other. ➤ In the event townhome units are developed next to the abutting single family subdivision, the existing conditions of the permit for higher planting yard standards, greater building setback, limiting bulk of structures and limiting building height will still apply.
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That the location and character of the development, n accordance with the proposed conditions, will be in harmony with the area in which it is to be located and in general conformity with the plan of development of the City of High Point and its environs; staff finds

Compliance	❖ The proposed amendment to allow single family uses upon that portion of site next to an existing single family subdivision will not alter initial findings used to approve this case and will be in harmony with the area.
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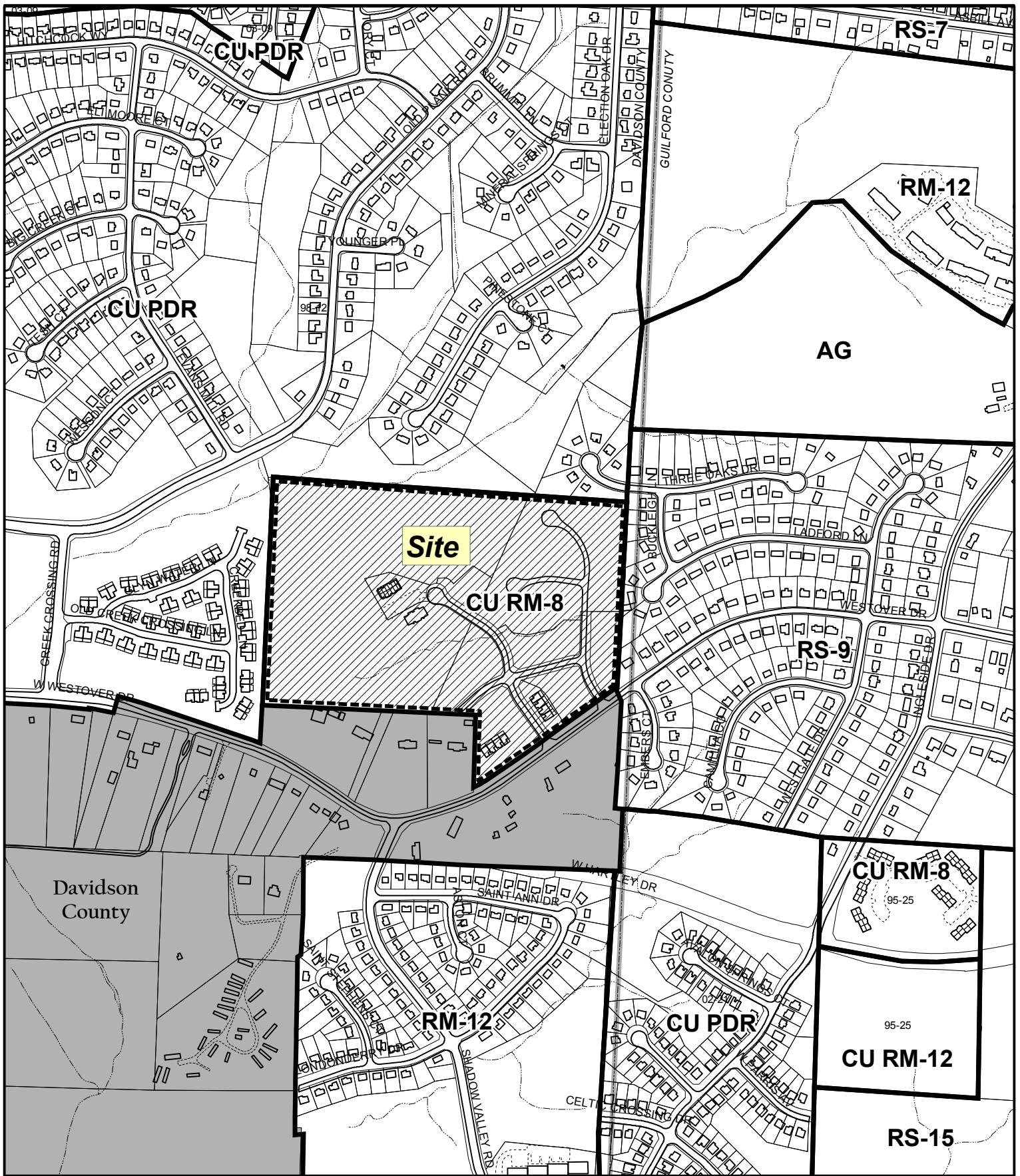
Recommendation

Staff Recommends Approval

Staff recommends approval of the Major Amendment to CUP05-21.

Report Preparation

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



MAJOR AMENDMENT CUP05-21

(Sept 2009)

Request: To amend permitted uses.

Existing Zoning Boundary
Subject Property Boundary



**Department of Planning
and Development**

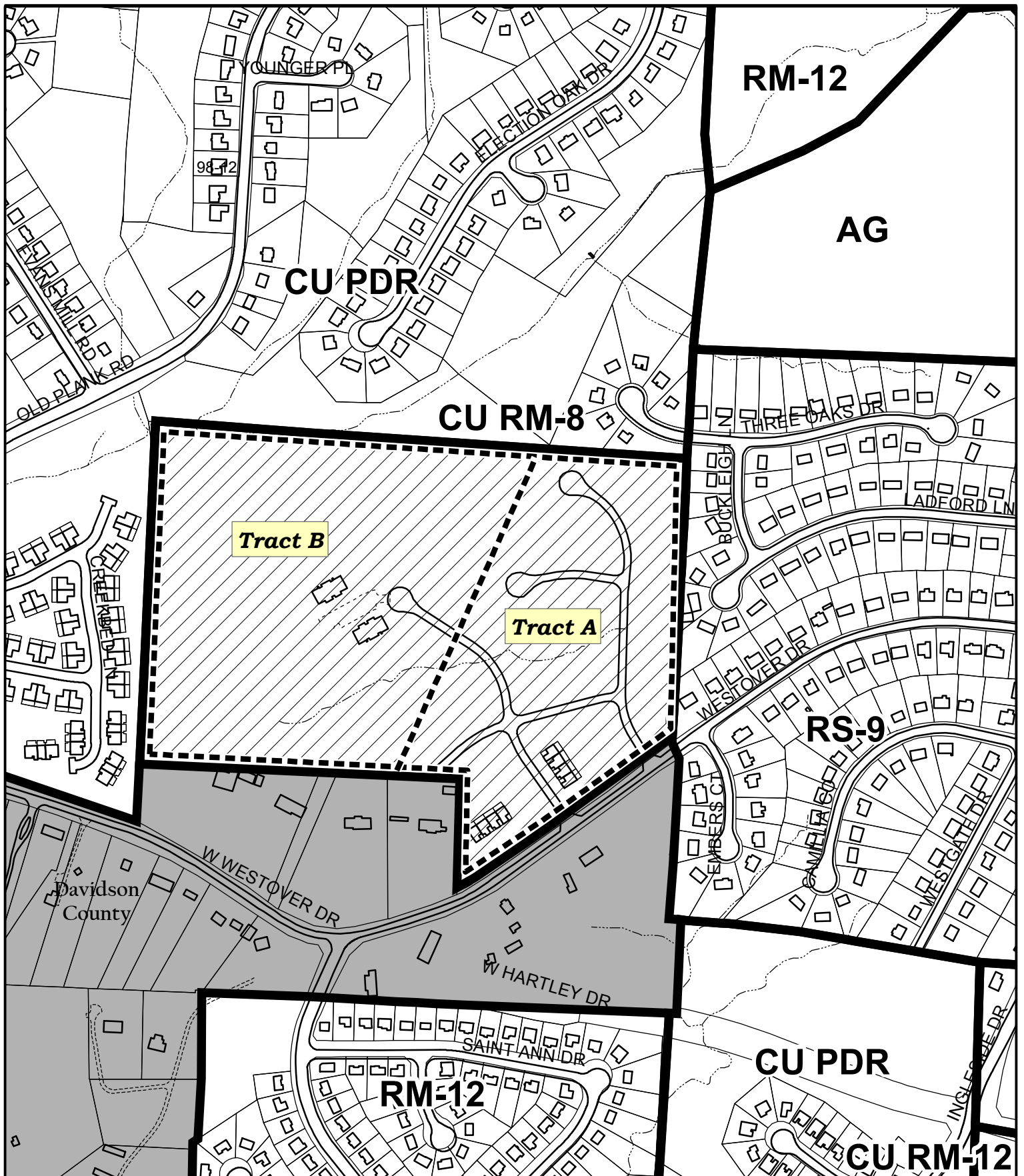
City of High Point

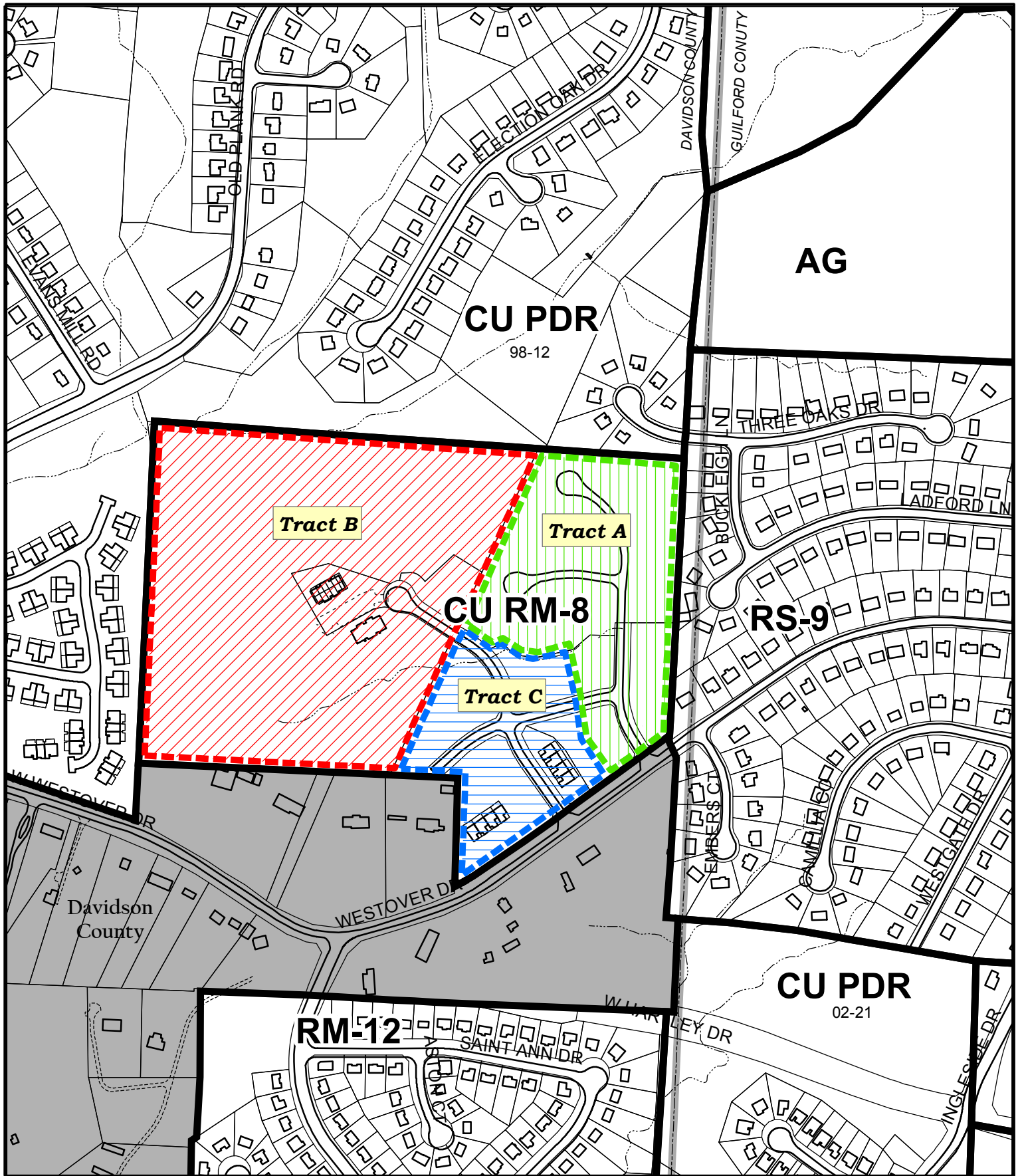
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MAJOR AMENDMENT CUP05-21

(Sept 2009)

Request: To amend permitted uses.

Existing Zoning Boundary
Subject Property Boundary



Department of Planning
and Development

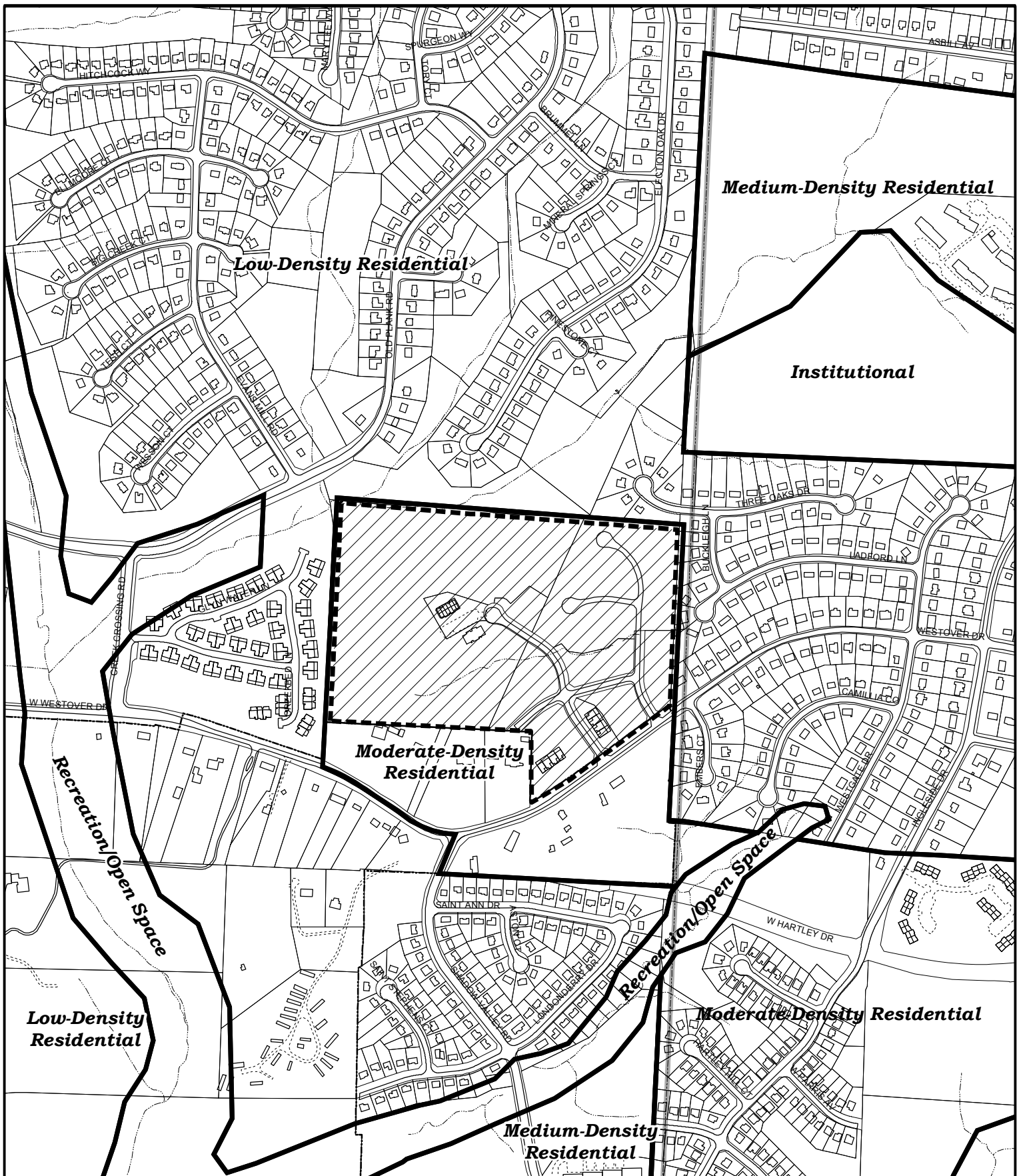
City of High Point

Date: September 28, 2009



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MAJOR AMENDMENT CUP05-21

Land Use Plan

Existing Land Use Plan
Subject Property Boundary



Department of Planning
and Development

City of High Point

Date: September 14, 2009



Scale: 1"=600'

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REZONING CASE 05-21

Topography

Subject Property Boundary

Department of Planning
and Development

City of High Point

Date: September 14, 2009



Scale: 1"=600'

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APPLICATION FOR A CONDITIONAL USE PERMIT

CITY OF HIGH POINT, NORTH CAROLINA
Conditional Use Residential Multifamily – 8 (RM-8) District

November 10, 2005.
(Adopted)

March 23, 2006.
(Minor Amendment)

August 31, 2009.
(Major Amendment)

TO THE CITY COUNCIL OF THE CITY OF HIGH POINT:

The undersigned hereby respectfully request that the High Point City Council, pursuant to Title 9, Chapter 3 of the City Code, grant a Conditional Use Permit for the following use(s), subject to the following conditions:

- I. USES: Any of the land uses allowed in the Residential Multifamily – 8 (RM-8) District, and their customary accessory uses, shall be permitted subject to the requirements of the Development Ordinance and the specific conditions listed in this permit.
- II. CONDITIONS:
 - A. Sketch Plan (See Exhibit A - revised 08-20-09): **In regards to uses, tract configuration, undisturbed line, building setbacks lines, and planting yards, the development of the zoning site shall be in conformance with the attached sketch plan as allowed by Section 9-3-13(a)(1) of the Development Ordinance**
 - B. Development, Dimensional & Density Standards:
 1. The zoning site shall have a maximum density of six (6) dwelling units per acre.
 2. Tract A (portion of site lying east of gas pipeline):
 - a. Only **single family detached dwellings or** townhomes and their customary accessory uses shall be permitted. **The tract shall be developed in its entirety as either a single family subdivision (with single family detached dwellings) or a townhome subdivision, but not a mixture of both uses.**
 - b. All structures in this tract shall not exceed two stores in height.
 - c. Townhome shall not exceed four (4) units per building.
 - d. **Buildings** ~~Structures~~ in this tract shall be setback a minimum of forty-five (45) feet from the Westover Drive right-of-way line.
 - e. **If this tract is developed for townhome use, the principal building(s)** ~~structures~~ in this tract shall be setback a minimum of thirty-five (35) feet from the eastern and northern boundary of the zoning site.

3. Tract B (portion of site lying west of gas pipeline):
 - a. Only multifamily dwellings units (including condominiums) and their customary accessory uses shall be permitted.
 - b. All structures in this tract shall not exceed three (3) stories in height.
 - c. Structures in this tract shall be setback a minimum of one hundred (100) feet from the northern property line; a minimum of two hundred (200) feet from the southern property line and a minimum of seventy-five (75) feet from the western property line.
 - d. **Size, configuration and location of Open Space and Common Areas shall conform to the attached Conditional Use Permit sketch plan.**
 - e. **The sketch plan identifies an undisturbed line for portions of Tract B. Except for required utility crossings, the area lying outside of this undisturbed line shall be retained in their undisturbed natural state.**
 - f. **Stream buffers will correspond to the topography of the banks and shall be as indicated on the attached binding sketch plan (See Exhibit A). Areas of the zoning site designated as stream buffers shall be retained in their undisturbed natural state, except for minimal disturbance as necessary for approved roadways, utility extensions, stormwater or erosion control devices as approved by the City's Technical Review Committee.**
 4. Tract C (portion of site lying east of gas pipeline):
 - a. **Only townhomes and their customary accessory uses shall be permitted.**
 - b. **All structures in this tract shall not exceed two stories in height.**
 - c. **Townhome shall not exceed four (4) units per building.**
 - d. **Structures in this tract shall be setback a minimum of forty-five (45) feet from the Westover Drive right-of-way line.**
 - e. **Stream buffers will correspond to the topography of the banks and shall be as indicated on the attached binding sketch plan (See Exhibit A). Areas of the zoning site designated as stream buffers shall be retained in their undisturbed natural state, except for minimal disturbance as necessary for approved roadways, utility extensions, stormwater or erosion control devices as approved by the City's Technical Review Committee.**
- C. Architectural Design Features: For the purpose of enhancing compatibility with surrounding residential neighbors, the rezoning site shall be governed by recorded restrictive covenants, which at a minimum, shall contain the following architectural design criteria:
1. Tracts A: The exterior façade of all structures shall be a combination of two or more of the following materials: vinyl, stone, brick or shake.

D. Open Space, Buffer Areas and Common Recreation Facilities:

1. The overall development shall have a clubhouse built in a recreation tract accessible to all residents. .
2. ~~Size, configuration and location of Open Space and Common Recreation areas shall conform to the attached Conditional Use Permit sketch plan.~~ **NOTE: This condition moved to Tract B.**
3. ~~Stream buffers will correspond to the topography of the banks and shall be as indicated on the attached binding sketch plan (See Exhibit A). Areas of the zoning site designated as stream buffers shall be retained in their undisturbed natural state, except for minimal disturbance as necessary for approved roadways, utility extensions, stormwater or erosion control devices as approved by the City's Technical Review Committee.~~ **NOTE: This condition moved to Tract B & C.**
4. ~~The sketch plan identifies an undisturbed line for portions of Tract B. Except for required utility crossings, the area lying outside of this undisturbed line shall be retained in their undisturbed natural state.~~ **NOTE: This condition moved to Tract B.**
5. ~~Areas of the zoning site designated as stream buffers and the undisturbed portions of Tract B shall be protected. A protection plan, which also includes the limits of disturbance, shall be required to be submitted for approval with the site grading and landscaping plans that details the measures to be used to protect these areas from disturbance and damage during construction.~~ **NOTE: This is now required by the Development Ordinance, it can be removed from the permit.**

E. Landscaping:

1. A minimum 20-foot wide planting yard, planted at a Type C rate, shall be provided along the Westover Drive frontage of the zoning site. This planting yard shall be exclusive of any utility easements, except for perpendicular crossings by utilities and roadways.
2. Except for along its Westover Drive frontage, a minimum 20 foot wide landscaping yard, with a Type B planting rate, shall be provided **wherever a townhome use/tract abuts the perimeter of the zoning site.** ~~around the perimeter of Tract A. Along the eastern and northern boundary of this tract existing vegetation within this planting yard shall be preserved and supplemented, where necessary, to meet the Type B planting rate.~~

- F. Fencing & Screening (Westover Drive frontage of site): **Where townhome uses are developed,** If fencing is erected along rear of sides dwelling units, then a common fencing plan shall be provided. A common fencing plan shall be provided prior Preliminary Plat approval **of that tract** ~~on the rezoning site.~~
- G. Transportation:
1. Right-of-way dedication: The property owner shall dedicate a minimum of forty-two (42) feet of right-of-way as measured from the existing centerline of Westover Drive.
 2. Vehicular Access:
 - a. The zoning site shall be limited to two (2) points of access to Westover Drive.
 - b. A street stub shall be required to be installed to the southwestern boundary of the zoning site to Davidson County Tax Parcel 8A-32A to provide additional connectively to those properties southwest of the zoning site fronting along Westover Drive.
 3. Turn Lanes: The property owner shall install left turn lanes from Westover Drive into each of the access points.
 4. The City of High Point Director of Transportation shall approve the exact location and design of all access points and turn lanes. In addition, the City of High Point Director of Transportation and the North Carolina Department of Transportation (NCDOT) shall approve all construction and improvements.

DESCRIPTION OF PROPERTY: A portion of a parcel, totaling approximately 41.3 acres, lying along the north side of Westover Drive directly west of the Guilford/Davidson County line, and known as Davidson County Tax Parcel(s) ~~0100800000002 (portion lying north of Westover Drive).~~ **01008K0000001, 2, 3, 4, 5, 6, 8, 9, 11, 12; 01008K0000007, 7A, 7B, 7C; 01008K0050001, 1A, 1B, 1C, 1D; 01008K0050002A, 2B, 2C, 2D; 01008K0050003A, 3B, 3C, 3D and 01008L0000001, 2, 3, 4.**

An application has been duly filed requesting that the property involved in this application be rezoned from ~~an Residential Agricultural 3 (RA-3) District, within Davidson County's zoning jurisdiction~~ **the Conditional Use Residential Multifamily-8 (CU RM-8) District to an amended** the Conditional Use Residential Multifamily-8 (CU RM-8) District. It is understood and acknowledged that if the property is rezoned as requested and the Conditional Use Permit authorized, the property described in this request will be perpetually bound by the use(s) authorized and the conditions imposed, unless subsequently changed or amended as provided for a Title 9, Chapter 3, of the City Code.

The City Council may add additional conditions to make the necessary findings of fact required for approval of a Conditional Use Permit.

It is further understood and acknowledged that plans for any development to be made pursuant to any such Conditional Use Permit so authorized shall be submitted to the Technical Review Committee and/or other such approval authorities for review in the same manner as other such plans now required to be approved by the City of High Point.

Watershed Review Committee Endorsement Block:
This Watershed Development Plan (Dev. # _____) is approved
by the Watershed Review Committee.

Director of Planning and Development _____ Date _____

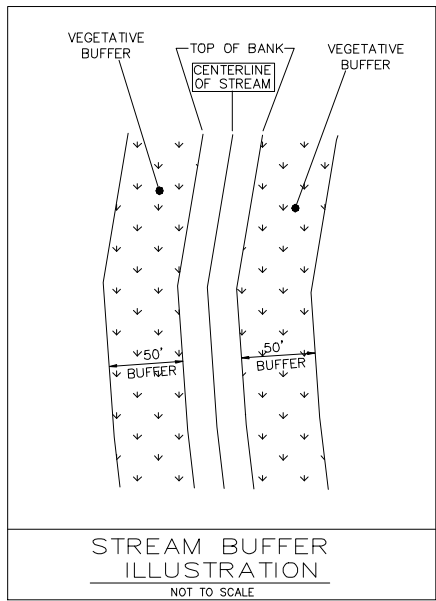
APPROVED BY THE TECHNICAL REVIEW COMMITTEE FOR 2 YEARS.(Dev. # _____),
SUBJECT TO THE APPROVAL OF ANY REQUIRED STREET AND UTILITY
PLANS AND PROFILES APPROVAL OF A SEPERATE LAND-DISTURBING PERMIT
AND OR EROSION CONTROL PLAN, AND MAY BE EXTENDED BY RECORDING
FINAL PLATS IN ACCORDANCE WITH THE PROVISIONS OF SECTION 9-6-12
OF THE HIGH POINT DEVELOPMENT ORDINANCE.

DIRECTOR OF PLANNING AND DEVELOPMENT _____

PROPOSED RM-8 ZONING STANDARDS:
MIN. LOT SIZE: 15,000 SF
MIN. PUBLIC STREET FRONTAGE: 50'
MIN. INTERIOR SETBACK: 20'
MIN. STREET SETBACK: 15' (TOWNHOUSES)
MIN. BUILDING SEPERATION: 20'
MAXIMUM BUILDING HEIGHT: 50/80'
MIN. DRIVEWAY LENGTH = 20'

SKETCH PLAN NOTES:

1. ALL DRIVEWAYS MUST MEET REQUIREMENTS OF THE DEVELOPMENT ORDINANCE.
2. WATER AND SEWER PERMITS FOR UTILITY EXTENSIONS SHALL BE OBTAINED FROM NCDENR PRIOR TO CONSTRUCTION.
3. CONTACT ENGINEERING SERVICES DEPARTMENT AT (336) 883-3194 FOR FRONTAGE FEE ASSESSMENT INFORMATION.
4. ACREAGE FEES ARE DUE PRIOR TO ANNEXATION. CONTACT THE PUBLIC SERVICES DEPARTMENT AT 883-3215.
5. THE WATER AND SEWER SERVICES FOR EACH LOT MUST BE LOCATED NEAR THE MIDDLE OF THE ROADWAY FRONTAGE OF EACH LOT WITHIN PUBLIC RIGHT-OF-WAY. THE SERVICES MUST BE SET WITHIN DRIVEWAYS.
6. ALL ON SITE UTILITIES SHALL BE CONSTRUCTED TO THE CITY OF HIGH POINT STANDARDS. HOWEVER, ALL UTILITIES NOT LOCATED WITHIN A PUBLIC EASEMENT OR PUBLIC RIGHT-OF-WAY SEWER AND STORM SEWER SYSTEMS PROVIDED BY THE HOME-OWNERS ASSOCIATION OR PROPERTY OWNER.
7. A BLANKET ELECTRIC EASEMENT SHALL EXIST OVER THIS PROPERTY.

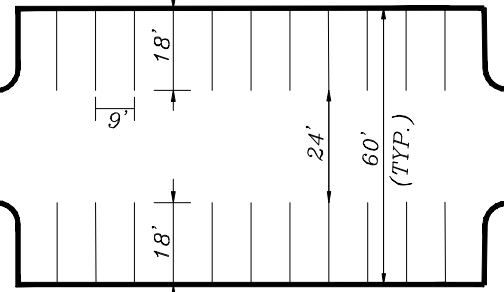


VEGETATION BUFFER - VEGETATIVE AREA EXTENDING 50 FEET LANDWARD FROM THE TOP OF BANK. NO BUILT UPON AREA EXCEPT AS PROVIDED IN SEC. 9-7-6 (d)(3)c.

GENERAL NOTES:

1. ALL CONSTRUCTION TO CONFORM TO THE CITY OF HIGH POINT'S STANDARDS AND SPECIFICATIONS.
2. TOPO TAKEN FROM CITY G.I.S. DIGITAL TOPOGRAPHY.
3. BOUNDARY TAKEN FROM VARIOUS DEEDS.
4. CONTRACTOR TO VERIFY THE EXACT LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
5. ALL PRIVATE DRIVES TO BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

TYPICAL PARKING DIMENSIONS

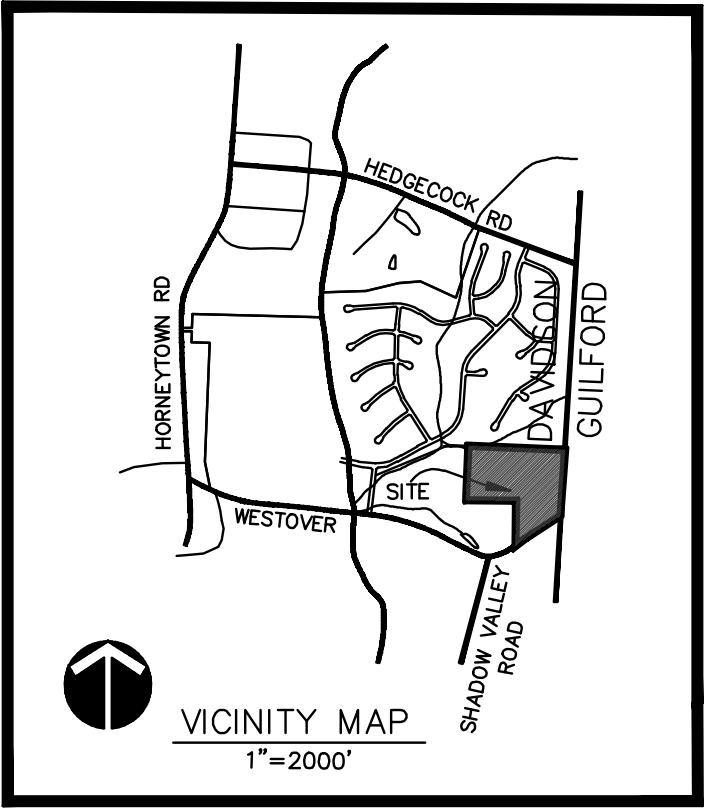
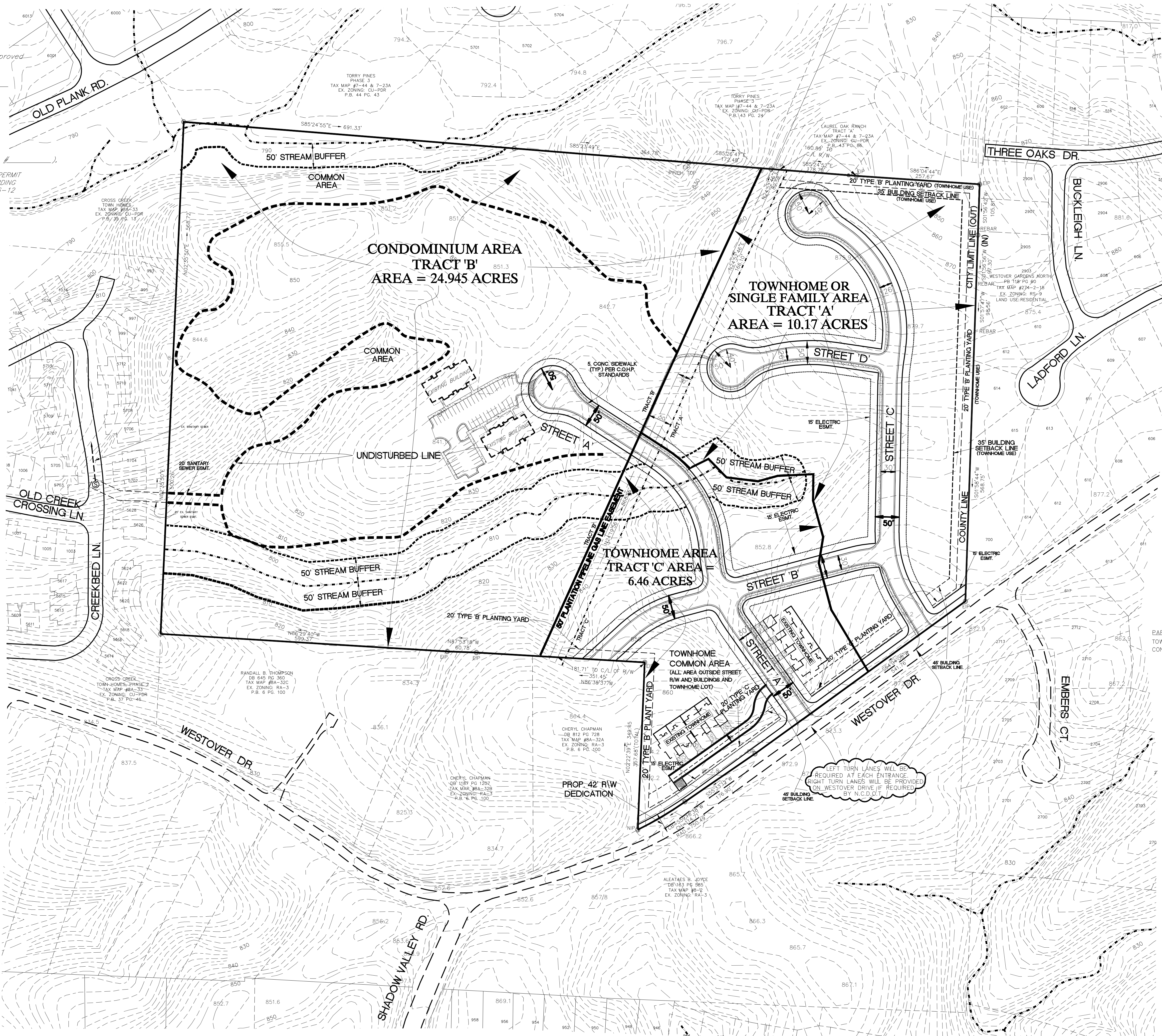


NOTE:

THE NCDOT AND CITY OF HIGH POINT MUST APPROVE ALL ACCESS AND IMPROVEMENTS ON WESTOVER ROAD. SUBMIT NCDOT DRIVEWAY PERMIT APPLICATION FOR DRIVEWAY.

NOTE:

WATER AND SEWER PERMITS FOR UTILITY EXTENSION SHALL BE OBTAINED FROM NCDENR PRIOR TO CONSTRUCTION. THE CITY OF HIGH POINT IS NOT A DELEGATED MUNICIPALITY.



THE TECHNICAL REVIEW COMMITTEE FINDS THIS SKETCH PLAN IS GENERALLY CONSISTENT WITH THE REQUIREMENTS OF CHAPTER 6 (SUBDIVISIONS: PROCEDURES AND STANDARDS) AND OTHER APPLICABLE STANDARDS IN THE DEVELOPMENT ORDINANCE.

DIRECTOR OF PLANNING AND DEVELOPMENT _____

I, _____, ACCEPT THIS SUBMISSION AS MY PLAN OF DEVELOPMENT AND AGREE TO INSTALL ALL REQUIRED IMPROVEMENTS AND COMPLY WITH THE CONDITIONS OF APPROVAL.

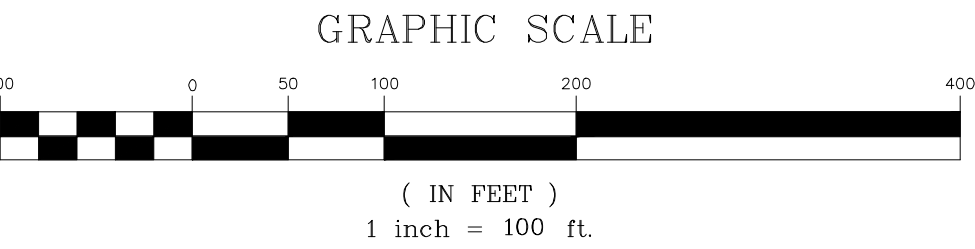
(OWNER/DEVELOPER)

SITE DATA:
TOTAL AREA: ±41,300 ACRES
TAX MAP: 8-2
DEED BOOK 163, PAGE 585
ZONING: RA-3 TO BE REZONED TO RM-8
WATERSHED: NONE
NUMBER OF MULTI-FAMILY TOWNHOUSE UNITS: 23
NUMBER OF MULTI-FAMILY CONDOMINIUM UNITS: 156
NUMBER OF SINGLE FAMILY UNITS: 59
TOTAL NUMBER OF UNITS: 218
DENSITY: 5.28 UNITS PER ACRE
LF OF PUBLIC STREET: ±2,900'

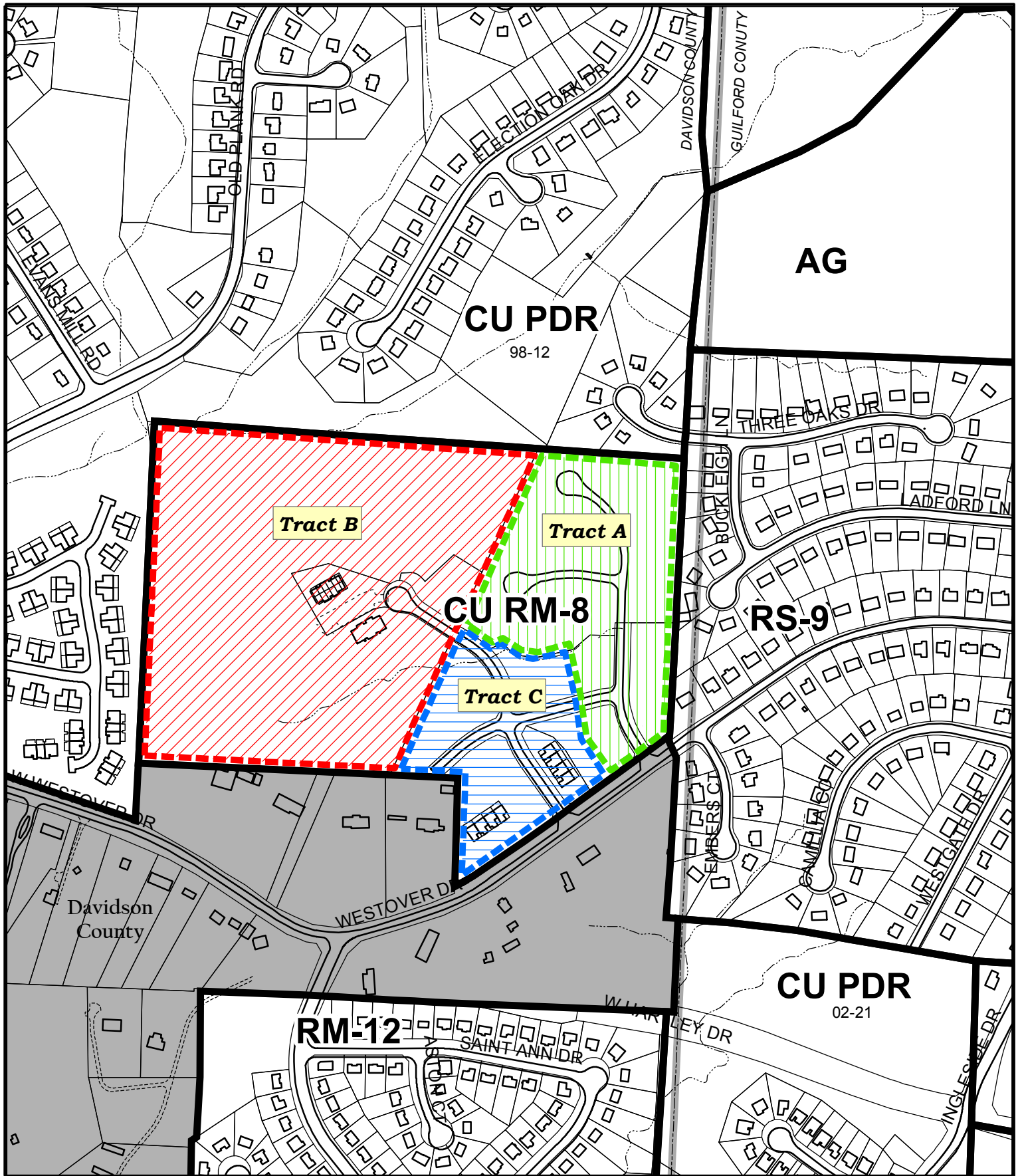
IF TRACT "A" IS DEVELOPED FOR TOWNHOMES THERE WILL BE 77 TOWNHOMES UNITS AND NO SINGLE FAMILY UNITS.

OPEN SPACE PROVIDED:
18,500 ACRES (THE OPEN SPACE REQUIREMENT IS BEING SHOWN AS PART OF THE COMMON AREA THAT IS TO BE DEDICATED TO THE HOMEOWNER'S ASSOC. THIS ARRANGEMENT IS IN COMPLIANCE WITH THE OPEN SPACE REQUIREMENTS FOUND IN THE CITY OF HIGH POINT DEVELOPMENT ORDINANCE CHAPTER 4 - 9-4-3.C.9-a)

PARKING REQUIREMENTS:
TOWNHOUSES: 2.1 SPACES/UNIT
CONDOMINIUMS: 1.75 SPACES/UNIT * 156 2 BEDROOM UNITS = 273 SPACES REQUIRED



PROJECT TITLE: WESTOVER RIDGE HIGH POINT TOWNSHIP HIGH POINT, NORTH CAROLINA 00000	
APPLICANT/OWNER/OPERATOR: SPKA, LLC P.O. BOX 669 HIGH POINT, NORTH CAROLINA 27261	
CIVIL ENGINEER: EVANS ENGINEERING, INC. 4609 DUNDAS DRIVE GREENSBORO, NORTH CAROLINA 27407 PHONE: 336-854-8877 FAX: 336-854-8876	PROJECT: 605-378 A. VARIOUS WESTOVER/ SHADOW VALLEY- WESTOVER-ANNEX-4.DWG DRAWN BY: DLL DESIGN BY: DLL
SHEET DESCRIPTION: MASTER GROUP DEVELOPMENT PLAN SCALE: 1" = 100' DATE: DECEMBER 1, 2005 REVISIONS: 8-20-09 9-10-09	
OWNER/DEVELOPER: SPKA, LLC P.O. BOX 669 HIGH POINT, NORTH CAROLINA 27261	



MAJOR AMENDMENT CUP05-21

(Sept 2009)

Request: To amend permitted uses.

Existing Zoning Boundary
Subject Property Boundary



Department of Planning
and Development

City of High Point

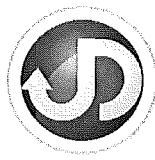
Date: September 28, 2009



Scale: 1"=400'

y:/ba-pz/2009/pz/
ma05-21exh.mxd

The applicant's traffic engineer submitted the following Executive Summary from their Traffic Impact Analysis (TIA).



August 31, 2009

Ms. Amandeep Mann
City of High Point
Department of Transportation
PO Box 230
High Point, NC 27261

RE: Change in Trip Generation as a result of modified site plan for proposed residential development, High Point, NC. – (Project Number: 09-062.120)

Dear Ms. Mann:

This letter is to confirm that John Davenport Engineering Inc. carried out a Traffic Impact Analysis (TIA) for the proposed Westover Ridge residential development in High Point, NC on August 11, 2005. The original TIA consisted of 233 dwelling units of residential condominium / townhomes. The trip generation indicated 1365 trips will be generated per day. Since then, the new site plan indicates 179 dwelling units of residential condominiums / townhomes and 39 dwelling units of single family homes. Please see below a comparison of trip generation for the original site plan and the new revised site plan.

Table 1.0 - ITE Trip Generation per the Original Site Plan

Westover Ridge								
11-Aug-05								
Average Weekday Driveway Volumes				24 Hour	AM Peak Hour		PM Peak Hour	
				Two-Way				
<u>Land Use</u>	<u>ITE Land Code</u>	<u>Size</u>		<u>Volume</u>	<u>Enter</u>	<u>Exit</u>	<u>Enter</u>	<u>Exit</u>
Residential Condos/Town homes	230	233	Number of Units	1,365	16	86	82	40
Total Trips				1,365	16	86	82	40

Table 1.1 - ITE Trip Generation per the Revised Site Plan

Westover Ridge								
31-Aug-09								
Average Weekday Driveway Volumes				24 Hour	AM Peak Hour		PM Peak Hour	
				Two-Way				
<u>Land Use</u>	<u>ITE Land Code</u>	<u>Size</u>		<u>Volume</u>	<u>Enter</u>	<u>Exit</u>	<u>Enter</u>	<u>Exit</u>
Residential Condos/Town homes	230	179	Number of Units	1067	14	68	65	32
Single Family Homes	210	39	Number of Units	437	9	28	28	17
Total Trips				1504	23	96	93	49

Triad Office:
305 West Fourth Street, Suite 2A (27101)
P.O. Box 4131, Winston-Salem, NC 27115-4131
Office: 336.744.1636 Fax: 336.458.9377

Cape Fear Regional Office:
P.O. Box 15997
Wilmington, NC 28408
Office: 910.251.8912 Fax: 910.401.1592

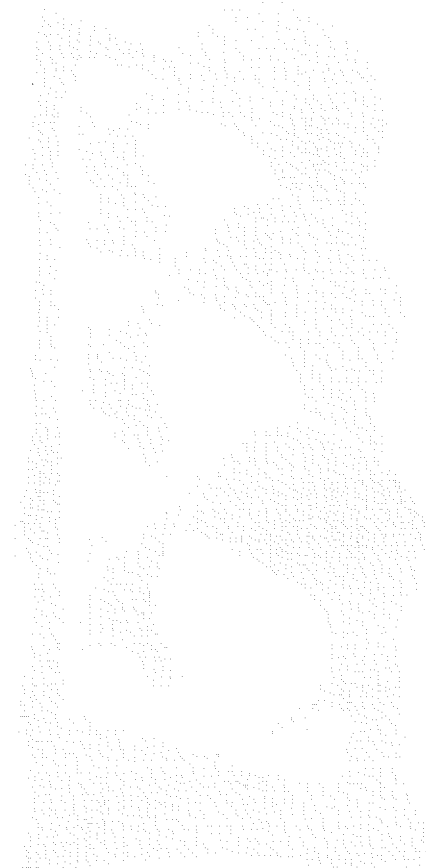


JOHN DAVENPORT
ENGINEERING INC.
www.davenportengineering.com

It is expected that the marginal increase in trips would not affect the original recommended improvements. Please feel free to contact me with any questions or concerns at 336-744-1636

Sincerely,

John M. Davenport, Jr., PE



Triad Office:
305 West Fourth Street, Suite 2A (27101)
P.O. Box 4131, Winston-Salem, NC 27115-4131
Office: 336.744.1636 Fax: 336.458.9377

Cape Fear Regional Office:
P.O. Box 15997
Wilmington, NC 28408
Office: 910.251.8912 Fax: 910.401.1592

Citizens Information Meeting Report Major Amendment Zoning Case 05-21

Submitted by: Judy Stalder, on behalf of
Westover Partners, LLC

Citizens Information Meeting Report Major Amendment Zoning Case 05-21

Submitted by: Judy Stalder, on behalf of
Westover Partners, LLC

Judy Stalder
Post Office Box 5581
High Point, North Carolina 27262
336.688.2204

Date: September 4, 2009
To: Herb Shannon
City of High Point Department of Planning and Development
Re: Citizen Information Meeting Report
Rezoning Case 05-21 August 31, 2009 Major Amendment

A Citizen Information Meeting concerning the major amendment to Rezoning Case 05-21 was held on Thursday, September 3 at 5:30 p.m. in the Westover Ridge sales office at 5304 Forester Drive in High Point. Nine property owners attended. Also in attendance were Hunt Dalton of Westover Partners and Judy Stalder, Zoning Consultant.

Two site plans were displayed. The first was the approved site plan for Westover Ridge. The second showed the proposed amendment to develop Tract A with single family lots instead of town homes. Judy Stalder opened the meeting by explaining that the meeting was for information and questions concerning the proposed amendment to Rezoning Case 05-21. She pointed out the changes on the displayed site plans. Discussion focused on the number of new lots, architectural design of proposed single family houses, size of houses and price range. Other questions concerning the Westover Ridge HOA were referred to a later time.

Attached:
Citizen Information Meeting Mailing List
Citizen Information Meeting Attendance
Citizen Information Meeting Notification Letter

Citizen Information Meeting

Name	Address	Telephone	Email
Sandra Leggett	Cross Creek 5616 Creek Bed Lane	887-8520	—
Merian Knight	5609 Creek Bed Ln	883-1175	
Deanna Julian	5702 " "	869-9996	—
Bruce Boston	5430 Forester Dr	28-336-870-7312	
Andy Ows	607 Three Oaks Dr	471-4993	—
Kim Bailey	5430 Forester Dr.	886-1910	
Arthur Clark	5712 Creek Bed	887-0466	
Tommy & Joyce Winston	3430 1A Forester Dr.	886-2099	
Whyalla Brown	5430 Forester Drive 3B	1-201-388-4565	

Westover Ridge Current List of Home Owners

As of March 18, 2009

The Arbor at Westover (condominiums)**5430 Forester Dr. (Bldg #5)**

Unit #		Owner Name #1	Owner Name #2
1-A		Vinston Jr., Tommy L.	Vinston, Joyce R. (wife)
1-B		Tummire, Linda L.	
1-C		Davis, Howard B.	
1-D		Bailey, Kimberly A.	
2-A		Loguirato, Crystal T.	Loguirato, Sarajana
2-B		Hayes, Helen	
2-C		Hague, Matthew L.	Colquitt, Ashley Reed
2-D		Mika, Jeffrey J.	
3-A		Lowe, Grethel	
3-B		Wyahta Brown	
3-C		Hicks, Robert L., III	Hicks, Allison, W. (wife)
3-D		VACANT - FOR SALE	KAVANAGH HOMES
(townhomes)			
Address	Lot		
5304 Forester Dr.	#9, Model		
5306 Forester Dr.	#10		
5308 Forester Dr.	#11		
5310 Forester Dr.	#12	Cooper, William	
5307 Forester Dr.	#1		
5305 Forester Dr.	#2		
5303 Forester Dr.	#3		
5301 Forester Dr.	#4		

08/04/2009 11:29 FAX 010/013

Judy Stalder
Post Office Box 5581
High Point North Carolina 27262
336.688.2204
jstalder@northstate.net

Dear Neighbor:

Westover Partners LLC is holding a citizen information meeting concerning a request to amend the Conditional Use zoning of Westover Ridge. The meeting will be held at 5:30 on Thursday, September 3, at the Westover Ridge sales office, 5304 Forester Drive, High Point NC 27265.

Westover Partners acquired this development from John Kavanagh Company in the early stages of development. To continue development of this project Westover Partners is proposing some improvements to the original plan. The amended proposal is simply to develop some of the area originally proposed for townhomes with detached single family homes instead. These single family homes will be built in a manner that reflects the character of the current development. Setbacks and planting yards along the periphery of the property will not change. The single family homes will front on Switchback Drive and the future Switchback Court only. Please refer to the site plan included in this mailing. Also included in this mailing is a required statement provided by the High Point Planning and Development Department explaining the process required to amend the original Conditional Use zoning of Westover Ridge.

At the citizens information meeting you will be able to meet with the developers to learn more about the plan and to ask any questions you may have about it. If you are unable to attend the meeting or have immediate questions please call me at 336.688.2204. Thank you for your attention to this matter.

Sincerely,


Judy Stalder

03/04/2003 11:28 FAX
Marian I Knight
5609 Creek Bed Ln
High Point NC 27265-3195

Amanda L Stewart
5611 Creek Bed Ln
High Point NC 27265-3195

Melinda M Dishman
5613 Creek Bed Ln
High Point NC 27265-3195

Deborah York
5614 Creek Bed Ln
High Point NC 27265-3194

Damien Gorham
409 Lassiter Dr
High Point NC 27265-2405

Sandra H Leggett
5616 Creek Bed Ln
High Point NC 27265-3194

Shannon Lynn Reece Collins
5617 Creek Bed Ln
High Point NC 27265-3195

Glenda D Gates
5618 Creek Bed Ln
High Point NC 27265-3194

Owen W Ray & Nancy Y Owen
5620 Creek Bed Ln
High Point NC 27265-3194

Lucy A Mitchell
Po Box 5646
High Point NC 27262-5646

Geraldine A Spring
5624 Creek Bed Ln
High Point NC 27265-3194

Alexander J Caro
5626 Creek Bed Ln
High Point NC 27265-3194

Margaret L & Craig Turner
5628 Creek Bed Ln
High Point NC 27265-3194

B G & Cecilia C Julian
5702 Creek Bed Ln
High Point NC 27265-3196

William B & Tina C Ingram
5704 Creek Bed Ln
High Point NC 27265-3196

Jeremy Bryan & Royale S Tilley
5705 Creek Bed Ln
High Point NC 27265-3198

Jill M Campbell
5708 Creek Bed Ln
High Point NC 27265-3196

Tommy Biagioli
5707 Creek Bed Ln
High Point NC 27265-3198

Tamela E Day
5708 Creek Bed Ln
High Point NC 27265-3196

Emily Garner Craven
5709 Creek Bed Ln
High Point NC 27265-3198

Dennis W & Bonnie B Teal
5710 Creek Bed Ln
High Point NC 27265-3196

Lorigine Llc
Po Box 1882
High Point NC 27261-1882

Arthur L Clark
5712 Creek Bed Ln
High Point NC 27265-3196

Pietro Zanello
5713 Creek Bed Ln
High Point NC 27265-3198

Jeffrey M & Chloe M Keveryn
5701 Election Oak Dr
High Point NC 27265-3270

William T & Nancy A Baker
5702 Election Oak Dr
High Point NC 27265-3270

Kyle Edward & Suzannah Pegram
5703 Election Oak Dr
High Point NC 27265-3270

Christopher E & Ann T Weir
5704 Election Oak Dr
High Point NC 27265-3270

Jay Paul & Elsie Z Zeman
5705 Election Oak Dr
High Point NC 27265-3270

Dennis E Szentmarjay
6000 Evans Mill Rd
High Point NC 27265-3174

Mary Uju Ozoh
6001 Evans Mill Rd
High Point NC 27265-3175

Tiffany Lellani Thayer
6012 Evans Mill Rd
High Point NC 27265-3174

Robert L & Gloria J Wilson
1478 Glen Pines Ct
Chino Hills Ca 91709-8204

Lucy P Beck
995 Glyn Water Ln
High Point NC 27265-3191

John Knox Wilson
20316 Southshore Dr
Cornelius NC 28031-8021

Hilda Knight Mason
999 Glyn Water Ln
High Point NC 27265-3191

Judy M Mikles
1034 Glyn Water Ln
High Point NC 27265-3209

Charlotte T Whitehurst
1036 Glyn Water Ln
High Point NC 27265-3209

Jennifer L Bishop
1041 Glyn Water Ln
High Point NC 27265-3199

Federal Natl Mtg Assn Fnrma
Po Box 650043
Dallas Tx 75265-0043

Nancy T Schneider
1005 Old Creek Crossing Ln
High Point NC 27265-3193

Pamela M Kemp
1006 Old Creek Crossing Ln
High Point NC 27265-3192

Rachel B Sharpe
1007 Old Creek Crossing Ln
High Point NC 27265-3193

Michael A John
5904 Old Plank Rd
High Point NC 27265-3121

Katy J Bengtson
5908 Old Plank Rd
High Point NC 27265-3121

Jesus & Sumontar Ramos
5912 Old Plank Rd
High Point NC 27265-3121

Sean G & Jessica E Zenzen
5913 Old Plank Rd
High Point NC 27265-3122

Jeffrey L & Catherine Wardick
606 Three Oaks Dr
High Point NC 27265-2879

Andrew C & Lisa J Oats
607 Three Oaks Dr
High Point NC 27265-2880

Ronal M & Bonnie L Williams
610 Three Oaks Dr
High Point NC 27265-2879

Sean M & Tina W Powers
611 Three Oaks Dr
High Point NC 27265-2880

Kelly Katherine Wilkinson
614 Three Oaks Dr
High Point NC 27265-2879

Donald E & Maria V Teague
615 Three Oaks Dr
High Point NC 27265-2880

Three Oaks
5710-K High Point Rd #113
Greensboro NC 27407

Aleataes B Joyce
3431 Imperial Dr
High Point NC 27265-1825

Cheryl Chapman
802 Westover Dr
High Point NC 27265-2744

Cheryl Chapman
802 Westover Dr
High Point NC 27265-2744

Randall B Thompson
3010 Mock Rd
High Point NC 27265-7152

Randall B Thompson
3010 Mock Rd
High Point NC 27265-7152

Claudia Wanda Mccandless
901c Westover Dr
High Point NC 27265-2745

007/04/2000 11:20 FAX
Rick L & Julie B Grady
Po Box 6684
High Point NC 27262-6684

~~Grace Y Cecil
291 Ken Dan St
High Point NC 27265-1783~~

000/015
Fred W & Betty L Tignor
911 Westover Dr
High Point NC 27265-2745

Forrest Stuart Faulk
913 Westover Dr
High Point NC 27265-2745

Clark Edward Muse
997 Westover Dr
High Point NC 27265-2745

Edmond C & Pauline Muse
999 Westover Dr
High Point NC 27265-2745

Sara L Reynolds
2903 Buckleigh Ln
High Point NC 27265-2876

Dorothy E & Lawana T Gates
2904 Buckleigh Ln
High Point NC 27265-2875

Merritt W Blanks
2905 Buckleigh Ln
High Point NC 27265-2876

Stacy E McKinney
2906 Buckleigh Ln
High Point NC 27265-2875

Stacy A Cain
2907 Buckleigh Ln
High Point NC 27265-2876

Darren Todd Steelman
2909 Buckleigh Ln
High Point NC 27265-2878

Donald P & Darla J Vileo
Po Box 6461
High Point NC 27262-6461

Paul & Angela Zelano
2708 Embers Ct
High Point NC 27265-2850

Magall Lule Bravo & Javier Arroyo Morales
2709 Embers Ct
High Point NC 27265-2850

Sonia Atkins
2710 Embers Ct
High Point NC 27265-2850

Ana Louisa Vergara Romero & Juan Pulido-
Maldonado
2712 Embers Ct
High Point NC 27265-2850

Charlotte F Jackson
3207 Flanders Ct
High Point NC 27265-2214

Shane C & Sherry D Spesock
606 Ladford Ln
High Point NC 27265-2871

Cindy A Field
607 Ladford Ln
High Point NC 27265-2872

Mith L & Boonnam Sayam
608 Ladford Ln
High Point NC 27265-2871

Jonathan Lee Regan
609 Ladford Ln
High Point NC 27265-2872

Marian Todd & Karen Denise Mabe
610 Ladford Ln
High Point NC 27265-2871

Bertha M Canty
611 Ladford Ln
High Point NC 27265-2872

Andre McBryde
612 Ladford Ln
High Point NC 27265-2871

Shawan M Gabriel & Keisha L Scales
3409 Royal Highland Dr
Winston Salem NC 27107-1880

Angela Sturdivant-Ruff
614 Ladford Ln
High Point NC 27265-2871

Raul R & Rosa E Ontiveros
615 Ladford Ln
High Point NC 27265-2872

Jaf Properties Llc
6200 Old Mocksville Rd
Salisbury NC 28144-8847

Larry D & Carolyn S Benfield
991 Nottingham Rd
High Point NC 27262-7054

James C & Sally J Lee
600 Threa Oaks Dr
High Point NC 27265-2879

Chester Michael & Peggy B Jones
1107 Elmwood Ave
High Point NC 27265-9140

Tuong Van Nguyen & Thi Tuyet Mai Anh
606 Westover Dr
High Point NC 27265-2810

Patricio & Elizabeth Alegria
608 Westover Dr
High Point NC 27265-2810

Fonda R Thorne
1720 Lazy Ln
High Point NC 27265-2418

David L & Phyllis Collins
401 Dorado Dr
High Point NC 27265-8669

Jack R & Nikki S Walters
106 Kathland Ave
Thomasville NC 27360-2613

Eric J & Stephanie A Rainey
613 Westover Dr
High Point NC 27265-2857

Rodolfo Velasquez Lara & Esmeralda
Sanchez
614 Westover Dr
High Point NC 27265-2810

Ron C Rogers & Melinda Kenar
617 Westover Dr
High Point NC 27265-2857

William F & Debra T Dawkins
700 Westover Dr
High Point NC 27265-2812

BID INFORMATION AND RECOMMENDATION**BID #** 09-091609**DATE OPENED:** September 16, 2009**DESCRIPTION:** Westside Wastewater Treatment Plant Improvements-Phase II**BID PACKAGES DISTRIBUTED:** 8**DEPARTMENT:** Public Services**SOURCE OF FUNDS:** 421779-533701-421001013405-40201**BUDGETED AMOUNT:** \$11,500,000**RECOMMENDED AWARD**

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1 lot	Westside Wastewater Treatment Plant Improvements-Phase II	\$8,980,080.93	\$8,980,080.93

PURPOSE: The work involves Phase II Improvements at Westside Wastewater Treatment Plant**BID TABULATION**

CONTRACTOR	BID AMOUNT
Gilbert Engineering 638 South Meeting St. P O Box 828 Statesville, NC 28687	\$8,980,080.93
Crowder Construction Company PO BOX 30007 Charlotte, NC 28230	\$9,468,000.00
English Construction Box P-7000 615 Church St. Lynchburg, VA 24504	\$9,647,000.00
Haren Construction 1715 Hwy 411 North P O Box 350 Etowah, TN 37331	\$10,067,000.00
State Utility Contractors P O Box 5019 Monroe, NC 28111-5019	\$10,089,000.00
T A Loving P O Drawer 919 Goldsboro, NC 27533	\$10,522,310.00

The **PURCHASING DEPARTMENT AND PUBLIC SERVICES DEPARTMENT** recommend that the contract for **WESTSIDE WASTEWATER TREATMENT PLANT IMPROVEMENTS-PHASE II** be awarded to **GILBERT ENGINEERING**, the lowest responsible and responsive bidder meeting specifications, in the amount of **\$8,980,080.93**.

DATE OF RECOMMENDATION: October 12, 2009


Strib Boynton, CITY MANAGER

Public Services Department

W. Chris Thompson, P.E.
DIRECTOR



MEMORANDUM

DATE: October 14, 2009
TO: Pat Pate, Asst. City Manager
FROM: W. Chris Thompson, PE, Director of Public Services *W. Chris Thompson*
SUBJECT: Agenda Item – Westside WWTP, Phase 2 Improvements (Bid No. 09-091609)

Bids from six pre-qualified general contractors for the Phase 2 Improvements at the Westside Wastewater Treatment Plant were opened on September 16, 2009. These bids have been reviewed by our design consultant, Hazen-Sawyer and it was confirmed that Gilbert Engineering had the lowest responsive bid in the amount of \$8,980,080.93. The engineer's estimate for the project was \$11,500,000.

Attached is the bid review letter from Hazen-Sawyer along with a bid tab, and pertinent site and location sketches.

Public Services has previous positive experience with Gilbert Engineering and therefore recommends award of this contract to them in the amount of \$8,980,080.93.

Funding for this project will be in account 421779-533701-421001013405-40201 from the revenue bonds to be sold this winter.

I will be available for any questions.

HAZEN AND SAWYER

Environmental Engineers & Scientists

RECEIVED

SEP 28 2009

Public Services Dept

Hazen and Sawyer, P.C.
4011 WestChase Blvd.
Suite 500
Raleigh, NC 27607
(919) 833-7152
(919) 833-1828 (Fax)

September 25, 2009

Mr. Chris Thompson
Public Service Director
City of High Point
P.O. Box 230
High Point, North Carolina 27261

Re: Westside Wastewater Treatment Plant
Improvements Phase 2
Bid No. 09-091609

Dear Mr. Thompson:

Bids for the construction of the Westside Wastewater Treatment Plant Improvements Phase 2 Project were received on September 16, 2009. Six pre-qualified general contractors submitted bids and the certified bid tabulation is attached.

Gilbert Engineering Company is the apparent low bidder with a total bid of \$8,980,080.93. The Engineer's estimate of probable cost was \$11,500,000; so the apparent low bidder is well below the engineer's estimate. Upon detailed review, their bid was determined to be in order and in accordance with the requirements of the Notice to Bidders.

The bid documents allowed for several deductive alternates to major equipment. Gilbert Engineering Company did not offer any deducts and Hazen and Sawyer reviewed the bids from the five other bidders and determined that there is no combination of deductions that would result in a lower lump sum bid from any other bidder.

Hazen and Sawyer reviewed and recommended approval of the Contractor's Pre-Qualification Documents in May 2009 and the City of High Point has previous experience with this contractor and therefore we believe them to be well qualified for this project. We recommend that the City of High Point proceed with award to the low bidder, Gilbert Engineering Company in the amount of \$8,980,080.93. Please do not hesitate to call if you have any questions.

Very truly yours,
Hazen and Sawyer, P.C.



Alan Stone, P.E.
Vice President

cc: Terry Houk, City of High Point
Todd Johnson, H&S

City of High Point, NC
Westside WWTP
Improvements Phase 2
Single Prime Contract 1
Bid Number 09-091609

BID TABULATION

Bid Date: September 16, 2009
Bid Opening Time: 2:00 p.m.

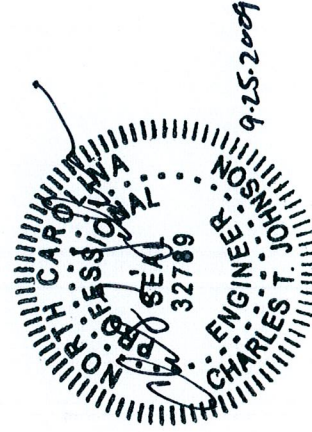
Pre Qualified Contractors:	License Number	Addenda Confirmed	Affidavit A or B and H	Bid Security	Bid Item A	Bid Item B	Bid Item C	Bid Item D	Bid Item E	Bid Item F	Lump Sum Bid Amount
Gilbert	999	Y	Y	Y	\$7,909,630.93	\$762,310.00	\$40,000.00	\$30,000.00	\$25,000.00	\$213,140.00	\$9,980,080.93
Crowder Construction Co.	2104	Y	Y	Y	\$9,534,000.00	\$762,310.00	\$25,690.00	\$20,000.00	\$25,000.00	\$101,000.00	\$9,468,000.00
English Construction Co.	8786	Y	Y	Y	\$8,602,050.00	\$762,310.00	\$29,750.00	\$16,090.00	\$25,000.00	\$211,800.00	\$9,647,000.00
Haren Construction Co.	7770	Y	Y	Y	\$8,997,690.00	\$762,310.00	\$50,000.00	\$27,500.00	\$25,000.00	\$204,500.00	\$10,067,000.00
State Utilities Contractors	17793	Y	Y	Y	\$9,108,690.00	\$762,310.00	\$48,000.00	\$19,000.00	\$25,000.00	\$126,000.00	\$10,089,000.00
T. A. Loving Company	325	Y	Y	Y	\$9,450,000.00	\$762,310.00	\$40,000.00	\$30,000.00	\$25,000.00	\$215,000.00	\$10,522,310.00

CERTIFICATION

The bids tabulated herein were opened and read aloud at 2:00 p.m. on the 16th day of September, 2009 at the Municipal Office Building in the City of High Point, NC.
The tabulation is correct in that it lists the Bid Item Amounts and the Lump Sum Base Bid Amount as presented in the original price proposals from each bidder.

HAZEN AND SAWYER, P.C.

C. Todd Johnson, P.E.
Associate





October 13, 2009

MEMORANDUM TO: Mr. Randy McCaslin
Assistant City Manager

FROM: David W. Hyder, P.E. *DWH*
Transportation Planning Administrator

Subject: City Council Agenda Item – Approval of a Municipal Agreement with NCDOT (TIP # EL-5104)

Attached is a municipal agreement between NCDOT and the City of High Point that covers the environmental studies and preliminary engineering work necessary to extend the City's greenway system from Deep River Road at University Park to Penny Road near the Piedmont Environmental Center. Council has already agreed, by resolution, to provide the required local match for the federal enhancement funds and \$95,000 of the needed funds are included in the 2009 omnibus budget with the remaining funds coming from other transportation accounts. Staff respectfully recommends approval of the municipal agreement.

Attachments

CC: Mark McDonald, P.E.
Keith Pugh, P.E.
File



HALEYS WY 1 inch = 600 feet



MAP PROVIDED BY
CITY OF HIGH POINT
DEPARTMENT OF TRANSPORTATION
211 SOUTH HAMILTON STREET
HIGH POINT, NORTH CAROLINA 27260
OCTOBER 2009

DISCLAIMER: This map is provided as a public information resource and every reasonable effort has been made to assure the quality of the map. This data, information, and related graphics are not legal documents and are not intended to be used as such. The City of High Point makes no warranty, expressed or implied, as to the accuracy, reliability, utility, or completeness of this information. The City of High Point assumes no liability either for any errors, omissions, or inaccuracies in the information provided regardless of the cause of such or for any decision made, action taken, or action not taken by the user in reliance upon any maps or information provided herein.

NORTH CAROLINA
GUILFORD COUNTY

LOCALLY ADMINISTERED PROJECT - FEDERAL

DATE: 7/14/2009

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

CITY OF HIGH POINT

TIP #: EL-5104

WBS Elements: PE 45215.1.1

ROW _____

CON _____

Federal Aid Project #: TCSP-0710(20)

CFDA #: 20.205

Total Funds [NCDOT Participation] \$95,000

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of High Point, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, Section 1702 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA – LU), establishes High Priority Projects funds, which require that federal funds be available for certain specified transportation activities; and,

WHEREAS, the City of High Point has requested federal funding for the Deep River Greenway, hereinafter referred to as the Project, in Guilford County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$95,000 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning of the Project approved by the Board of Transportation.

NOW, THEREFORE, the parties hereto shall execute this Agreement within ninety (90) days of receipt of this Agreement. In the event the Municipality fails to execute said Agreement within ninety (90) days of receipt, the Municipality shall be evaluated by the Department to determine whether forfeiture of funds is warranted.

This Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

AGREEMENT MODIFICATIONS

Any modification to this Agreement will be agreed upon in writing by all parties prior to being implemented.

Any increases to the funding amount will be agreed upon by all parties by means of a Supplemental Agreement.

SPONSOR TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of the preliminary engineering of a High Point Greenway Trail beginning at the entrance to University Park off Deep River Road (SR 1523) and ending at the entrance to the Piedmont Environmental Center off Penny Road (SR 1536) in Guilford County.

The Department's funding participation in the Project shall be restricted to the following eligible items:

- Planning, Engineering and Design
- Environmental Documentation

as further set forth in this Agreement.

3. FUNDING

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall participate up to a maximum amount of Ninety-Five Thousand Dollars (\$95,000), as detailed below. The Municipality shall provide a local match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
High Priority Projects	\$95,000	80 %	\$23,750	20 %
Total Estimated Cost		\$118,750		

4. TIME FRAME

The Municipality, and/or its agent, shall complete the Project by October 31, 2011.

The Municipality shall meet milestone dates as stated herein or the Department reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates. The Department may extend the deadline for milestone activities if, in the opinion of the Department, circumstances warrant. Extensions of time granted will be documented in writing.

The Project must progress in a satisfactory manner as determined by the Department or the Department and/or FHWA reserves the right to de-obligate said funding.

5. AUTHORIZATION

Upon receipt of an executed agreement, the Department will authorize funds and shall issue a Notice to Proceed to the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not contract for, or perform, any work prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROCUREMENT SERVICES

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 49 Code of Federal Regulations Part 18.36; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64, Parts 31 and 32; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legisregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- If the Department is participating in the costs of professional services and the proposed contract exceeds \$30,000, a pre-negotiation audit must be requested from the Department's External Audit Branch.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation. These provisions are incorporated into this Agreement by reference www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Professional and Engineering Services required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

REVIEW AND APPROVAL BY THE DEPARTMENT

All procurement proposals shall be submitted to the Department for review and approval before Municipality executes a contract. The Department will provide written approval to the Municipality.

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for

those permits necessary for the desired improvements. Copies of approved permits should be forwarded to the Department.

- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statues/Statutes.asp and obtaining those permits required for the Project.

8. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

FINAL PROJECT CERTIFICATION

Upon completion of the Project, the Municipality shall provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

9. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Planning, Engineering and Design
- Environmental Documentation

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 49 Code of Federal Regulations, Part 18 (www.fhwa.dot.gov/legregs/directives/fapgtoc.htm) and Office of Management and Budget (OMB) Circulars A-102 (www.whitehouse.gov/omb/circulars/index.html) “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.” Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm and by Office of Management and Budget (OMB) Circular A-87 (www.whitehouse.gov/omb/circulars/index.html) “Cost Principles for State, Local, and Indian Tribal Governments.” Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

- **WORK PERFORMED BEFORE NOTIFICATION**

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

- **NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING**

At no time shall the Department reimburse the Municipality costs that exceed the total federal funding.

- **UNSUBSTANTIATED COSTS**

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

- **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$95,000 available to the Municipality under this Agreement. If the cost of work done by the Department exceeds the funding award, the Department will bill the Municipality for the excess costs.

BILLING THE DEPARTMENT

- **PROCEDURE**

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

- **INTERNAL APPROVALS**

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

- **TIMELY SUBMITTAL OF INVOICES**

The Municipality shall invoice the Department for work accomplished at least once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

- **FINAL INVOICE**

All invoices associated with the Project must be submitted within six (6) months of the completion and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

10. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

11. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the

Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for High Priority Projects funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IMPROPER USE OF FUNDS, EXCESS USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, or if the cost of work done by the Department exceeds the funding award, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (www.whitehouse.gov/omb/circulars/a133/a133.html) dated June 27, 2003 and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish

the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

12. SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

ATTEST:

CITY OF HIGH POINT

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

Approved by _____ of the City of High Point as attested to by the signature of _____ Clerk of the _____ on _____ (Date)

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

City of High Point

Remittance Address:

DEPARTMENT OF TRANSPORTATION

BY: _____
(STATE HIGHWAY ADMINISTRATOR)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: August 6, 2009

PLANNING AND ZONING COMMISSION RECOMMENDATION

On September 29, 2009, a public hearing was held before the Planning and Zoning Commission regarding the requests described below. All members of the Commission were present except Mr. White.

Wood Coating Research, Inc.

Text Amendment Case 09-11

A request by Wood Coating Research, Inc. to amend Table 4-7-1 "Permitted Use Schedule" and Sections 9-5-2 "Development Standards for Individual Uses" of the Development Ordinance to allow Research, Development or Testing Services use in the General Business (GB), Highway Business (HB), Central Business and Main Street (MS) Districts.

Mr. Loveland presented the request to the Commission and recommended approval as outlined in the staff report.

Speaking in favor of the request was Mr. Ronald Obie of 502 N. Rotary Drive, applicant.

No one spoke in opposition.

The Planning & Zoning Commission recommended ***approval*** of Text Amendment Case 09-11 by a vote of 6-0.

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

**STAFF REPORT
TEXT AMENDMENT CASE 09-11
September 29, 2009**

Request	
Applicant: Wood Coatings Research Group, Inc.	Affected Ordinance Sections: Table 4-7-1, entitled <i>Permitted Use Schedule</i> ; and Section 9-5-2, entitled <i>Development Standards for Individual Uses</i>
Proposal: To allow Research, Development or Testing Services in the GB, HB, CB & MS districts with Development Standards.	

Background

Mr. Ronald Obie of The Wood Coatings Research Group, Inc. approached Planning and Development staff concerning his desire to locate his business at a specified location in High Point. Wood Coatings Research Group performs research on paint and stains, with the purpose of improving the paint and stain products. Such a use falls within the Research, Development or Testing Services use type. The Development Ordinance currently only permits this use in the Corporate Park (CP), Light Industrial (LI), Heavy Industrial (HI) and Main Street (MS) zoning districts, where it is permitted by right (not requiring development standards or a Special Use Permit). The property in which the applicant would like to locate his company is currently zoned General Business (GB).

Mr. Obie explained to staff that his operation would consist mainly of indoor lab work. The applicant would require a small amount of outdoor testing, as a display board would be needed so as to expose paint and stain samples to the elements. The Planning and Development staff advised the applicant that if he wished to establish his use at that particular location the most appropriate option would be a text amendment, as rezoning the site to an industrial district was not supported by the land use plan and would not be in keeping with the surrounding land uses. A text amendment allowing the Research, Development or Testing Service use in the GB district would be appropriate however, as the use would be consistent with the other permitted uses within this district if the amendment were written so as to take the potential impacts of each proposed Research and Development use into account.

Mr. Obie chose to proceed with the text amendment, and staff has assisted the applicant in drafting the proposed amendment. In the process of drafting the amendment it became clear to staff that the use is most appropriately allowed in these commercial districts as a Special Use. Mr. Obie has subsequently submitted an application for a Special Use permit for the Wood Coatings Research Group, which pends upon the approval and adoption of this text amendment.

Please note that the applicant only desires to allow this use type in the GB district, as that is where he wishes to locate his particular business. Planning and Development staff however finds that it is appropriate to allow this use (as a Special Use) in other commercial districts as well, since they are very similar in character to the GB district and allow many of the same uses; and to treat it similarly in the MS District where it is currently a permitted use.

Details of Proposal

The proposed amendment would alter the permitted use schedule so as to allow Research, Development or Testing Services as a Special Use in the GB, HB, CB and MS districts. The use is currently not permitted in the GB, HB and CB district, but is currently permitted by right in the MS district. The amendment would also add a development standard that would apply in each of the above districts, which would limit each such establishment to a maximum gross floor area of 25,000 square feet.

Analysis

It was the original intent of staff to draft this amendment so as to allow the use within the selected commercial districts simply with Development Standards, and not to require a Special Use Permit. However, staff found difficulty in writing standards that could adequately handle the full range of various potential uses that fall within the Research, Development or Testing Services use type. For instance, an Economic Research group may function in a purely office environment, with no impacts greater than those of a traditional office use. However, an automotive testing or proving ground, which would also fall with this use type, could potentially have many negative impacts on the surrounding area, such as noise, smoke or excessive light. Therefore staff finds that allowing the use as a special use in these commercial districts is more appropriate, as the Planning and Zoning Commission and City Council could then consider the exact nature of each proposed use, and could carefully examine any potential impacts, as well as the character of the proposed location, before reaching a decision. In addition, such a decision would be made following a public hearing, which would allow those who may be affected by the use to have an input on the decision.

In considering any Special Use Permit the following findings must be made:

- (1) That the use will not materially endanger the public health or safety if located where proposed;
- (2) That the use will meet all required standards, conditions and specification of the Development Ordinance.....;
- (3) That the use will not substantially injure the value of adjoining or abutting properties, or the use is a public necessity, and
- (4) That the location and character of the use will be in harmony with the area in which it is to be located and in general conformity with the plan of development of the City and its environs.

These findings would therefore allow Council to consider factors such as the amount of noise, smoke or lighting that the use may generate, as well as considering what amount, if any, of

outdoor testing activity or storage is appropriate. The review process also enables specific conditions to be imposed, if needed, to further mitigate any adverse impacts.

In addition to the Special Use process, staff suggests that it is desirable to limit the size of any Research and Development use located in commercial district to a moderate size, regardless of their potential impacts, as large scale R&D uses should be located in the industrial zoning districts where the use is permitted by right. Therefore, this amendment proposes a development standard that would limit the size of any such use in the GB, HB, CB or MS district to a size of 25,000 square feet.

Recommendation

Staff recommends approval.

This amendment would allow City Council to review individual requests for Research, Development or Testing Service uses to determine if each specific use is appropriate at the requested location. The Special Use process allows City Council to consider the potential impact that the proposed use may have on adjacent properties, if the proposed use is in keeping with the character of the surrounding area, and also consider what amount, if any, of outdoor testing activity or storage is appropriate.

Required Action

Planning and Zoning Commission:

Upon making its recommendation, the Planning and Zoning Commission must place in the official record a statement of consistency with the City's Land Use Plan, and any other officially adopted plan that may be applicable. This may be done by adopting the staff's findings as written in this report, by adopting the staff's findings with additions or changes as agreed upon by the Commission, or, if the Commission is in disagreement with staff's findings, by adoption of its own statement. After review, staff suggests in this case, that there is insufficient direction from the Land Use Plan or from the Core City Plan with regard to the Research, Development or Testing Services use type, and therefore it may be stated that the amendment is not inconsistent therewith.

City Council:

Upon rendering its decision in this case, the High Point City Council also must place in the official record a statement of consistency with the City's Land Use Plan, and in this case the Core City Plan. This may be done by adopting the staff's findings as written in this report, by adopting the staff's findings with additions or changes as agreed upon by the Council, or, if the Council is in disagreement with staff's findings, by adoption of its own statement. After review, staff suggests in this case, that there is insufficient direction from the Land Use Plan or from the Core City Plan with regard to the Research, Development or Testing Services use type, and therefore it may be stated that the amendment is not inconsistent therewith.

In addition, the City Council must, prior to adopting or rejecting any zoning amendment, explain why it considers the action taken to be reasonable and in the public interest. In this case, staff suggests that the approval of the applicant's request may be deemed reasonable and in the public interest because: 1) it allows City Council to review each individual request as a Special Use so as to determine if the use as proposed is appropriate for the requested location; and 2) those Research, Development or Testing Services uses that are determined to have limited or no impacts on surrounding properties are therefore in keeping with and similar to other uses allowed in those districts. The City Council may adopt this statement, it may add to or change this statement, or, if the Council is in disagreement with the above statement it will need to formulate its own reasonableness / public interest statement.

Report Preparation

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

TEXT AMENDMENT 09-11

PROPOSED AMENDMENT TO THE CITY OF HIGH POINT

DEVELOPMENT ORDINANCE

This text amendment permits Research and Development uses in the GB,HB,CB and MS district with Development Standards.

SECTION 1.

Table 4-7-1, entitled *Permitted Use Schedule*, shall be amended as follows:

The use titled Research, Development or Testing Services, which is listed in the table under the use type BUSINESS, PROFESSIONAL & PERSONAL SERVICES USES shall be amended by changing the designation in the GB, HB, CB to an **'S'**, and from **'P'** in the MS district to an **'S'**. No change shall occur in the LI, HI and CP districts where the use is permitted by right, or the following districts where the use is currently prohibited: AG, LO, GO-M, GO-H, NB, LB, SC, PI, TN, and all Residential districts.

SECTION 2.

Section 9-5-2, entitled *Development Standards for Individual Uses*, shall be amended by adding the following new use, incorporated alphabetically:

RESEARCH, DEVELOPMENT OR TESTING SERVICES

- (1) Where Required: GB, HB, CB, and MS.**
- (2) Maximum Area: A maximum of twenty-five thousand (25,000) square feet of gross floor area shall be permitted per establishment.**

BID INFORMATION AND RECOMMENDATION**BID # 12-100709****DATE OPENED:** October 7, 2009**DESCRIPTION:** Existing Water & Sewer Maintenance Contract**BID PACKAGES DISTRIBUTED:** 5**DEPARTMENT:** Engineering Services**SOURCE OF FUNDS:** 421779-533701-421001010205-40201

\$ 312,190

421779-533701-421001012805-40201

\$ 133,795

Total:

\$ 455,985

BUDGETED AMOUNT: \$456,000**RECOMMENDED AWARD**

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1 lot	Existing Water & Sewer Maintenance	455,985.00	\$455,985.00

PURPOSE: The purpose of this contract is to perform regular maintenance and emergency repairs on existing water and sewer mains in the City of High Point's system. Typical work performed under this contract includes, but is not necessarily limited to replacing and or repairing: water service lines, meter yokes, meter boxes, fire hydrants, water valves, water mains, sewer service lines and cleanouts, sewer manholes, inverts and castings, sanitary sewer mains, storm sewer lines. This contract also covers the installation of new water and sewer service lines. This contract contains an extension clause that allows the City to extend this contract up to 100 percent beyond the original contract amount.

BID TABULATION

CONTRACTOR	BID AMOUNT
Breece Enterprises, Inc. 2203 Eastchester Drive, Suite 105 High Point, N.C. 27265	\$445,985.00
Yates Construction Co. Route 2, Box 278 Stokesdale, NC 27357	\$592,580.00
Triangle Grading & Paving 1521 South Huffman Mill Rd. Burlington, NC 27216	\$757,370.00
B.R.S., Inc. 208 Highway 49 Richfield, NC 28137	\$759,985.00

The **PURCHASING DEPARTMENT AND ENGINEERING SERVICES DEPARTMENT** recommend that the contract for **EXISTING WATER & SEWER MAINTENANCE** be awarded to **BREECE ENTERPRISES, INC.**, the lowest responsible and responsive bidder meeting specifications, in the amount of \$445,985.00.

DATE OF RECOMMENDATION: October 12, 2009


Strub Boynton, CITY MANAGER

ORDINANCE NO. 6645/09-45

AN ORDINANCE BY THE CITY OF HIGH POINT, NORTH CAROLINA PROVIDING FOR THE
CHANGE IN CONTROL OF A CABLE TELEVISION FRANCHISE

WHEREAS, the City of High Point, North Carolina ("City"), acting by and through its City Council ("Council"), passed and enacted a certain Ordinance, ("Franchise") on May 2, 2005 granting a nonexclusive franchise allowing Lexcom Cable Services, LLC ("LEXCOM") the authority to construct, operate and maintain a cable television system within the City; and

WHEREAS, pursuant to provisions of the Franchise and City of High Point Cable Television Ordinance ("Ordinance") dated July 2, 1998, the approval of the Franchising Authority is required to transfer control of the Franchise; and

WHEREAS, pursuant to that certain "Agreement and Plan of Share Exchange" dated September 8, 2009 pursuant to which Windstream Corporation ("Windstream") will acquire control of the assets of LEXCOM; and

WHEREAS, pursuant to the Cable Television Consumer Protection and Competition Act of 1992 ("1992 Cable Act"), as amended, LEXCOM and Windstream have submitted to the Franchising Authority an FCC Form 394 - Application for Franchise Authority Consent to Assign or Transfer of Control of Cable Television Franchise, and other documentary materials required by Federal Communications Commission regulation or state law or as required by the Franchise/Ordinance; and

WHEREAS, the transfer of control of the Franchise shall not alter, affect or otherwise change the terms or conditions of the Franchise; and

WHEREAS, after careful evaluation of the Federal Communication Commission Form 394 and other documentary materials required by Federal Communications Commission regulation or state law or as required by the Franchise/Ordinance it was determined that Windstream, has the legal and technical expertise, as well as the financial stability, to operate and maintain the cable television system in accordance with the Franchise; and

WHEREAS, it is in the best interests of the City and its citizens to consent to the above referenced transfer of control of the Franchise.

NOW THEREFORE, be it ordained by the Council acting on behalf of the City that:

1. The Franchising Authority hereby gives consent to the transfer of control of the franchise from LEXCOM to Windstream.
2. The City confirms that (a) the Franchise has been properly granted, is in full force and effect; (b) there have been no amendments or modifications to the Franchise, except as set forth herein; (c) there are no defaults under the Franchise or events which upon the giving of notice or passage of time, or both, would constitute an event of default thereunder;
3. That the consent to change of control herein provided shall be effective upon and only

effective concurrent with the closing of the transactions described in FCC Form 394, and the Franchising Authority shall be notified promptly upon the closing of such transactions; and

4. The City hereby consents to and approves the assignment, mortgage, pledge or other encumbrance, if any, of the Franchise, the System or assets relating thereto, as collateral for a loan, as may be provided for in the Franchise or the Ordinance.

BE IT FURTHER ORDAINED AS FOLLOWS:

5. Upon completion of the closing of the transactions described in FCC Form 394, Windstream will continue to provide the required performance bond and insurance certificates required by the Franchise; and

7. Windstream shall remain responsible for all obligations under the terms of the Franchise Agreement and any other obligations under federal, state or local laws or agreements; and

8. This Ordinance will become effective upon adoption by the City Council.

ADOPTED by the City Council, City of High Point this the 19th day of October 2009.

FOR THE CITY COUNCIL OF THE CITY OF HIGH POINT, NORTH CAROLINA:




Becky Smothers, Mayor


Lisa Vierling, City Clerk

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT, IN A REGULAR MEETING ASSEMBLED ON THE 19th DAY OF OCTOBER, 2009 AT 5:30 P.M. IN THE COUNCIL CHAMBERS OF THE MUNICIPAL BUILDING, HIGH POINT, NORTH CAROLINA:

WHEREAS, High Point University has petitioned the City Council of the City of High Point to close **an unimproved portion of Fifth Court approximately 400 feet northeast of Fifth Street**; and being more fully described as follows:

High Point University - Street Abandonment SA 09-19 - Exhibit A

Beginning at an existing iron pin found marking the southwest corner of Lot #16 of Block Eight of "Plat No. 2 of Sherwood Park" as recorded in plat book 11, page 67 of the Guilford County Register of Deeds; Thence with the south line of Lot #16 and the north margin of Fifth Court (formerly Sherwood Avenue) the following two calls, (1) 30.72 feet along a curve to the right of radius 165.93 feet, a chord bearing and distance of North 63 Degrees, 55 Minutes, 02 Seconds East, 30.67 feet, to a point, (2) North 70 Degrees, 14 Minutes, 50 Seconds East, 28.67 feet, to an existing iron pin found, being the southeast corner of lot #16 and being in the west line of "Revised New Lot A" of "Exclusion Map for High Point University" as recorded in plat book 176, page 28; Thence with the west line of "Revised New Lot A" the following four calls, (1) South 2 Degrees, 58 Minutes, 27 Seconds East, 25.99 feet, to a new iron pin set, (2) South 5 Degrees, 25 Minutes, 04 Seconds East, 25.95 feet, to an existing iron pin found, (3) South 70 Degrees, 14 Minutes, 50 Seconds West, 14.29 feet, to an existing iron pin found, (4) 21.53 feet along a curve to the left of radius 115.93 feet, a chord bearing and distance of South 64 Degrees, 30 Minutes, 12 Seconds West, 21.50 feet, to a new iron pin set; Thence with a new line crossing Fifth Court North 30 Degrees, 49 Minutes, 09 Seconds West, 49.72 feet, to the Point and Place of Beginning containing 2363 square feet, more or less.

WHEREAS, due and proper notice of said hearing to be heard on the petition at this meeting of City Council was made by publication in the High Point Enterprise for four (4) consecutive weeks, beginning September 25, October 2, 9 & 16, 2009; and,

WHEREAS, the above entitled matter, pursuant to said resolution and notice was called for hearing before said Council at which time there was no objection or opposition offered on the part of any firm or corporation to close **an unimproved portion of Fifth Court approximately 400 feet northeast of Fifth Street**; and,

WHEREAS, it appearing to the satisfaction of this Council and the Council finds as a fact that the said right of way as herein described is not necessary for ingress and egress to any land adjoining said street; that the closing of said street is not contrary to the public interest and that no other individual, firm or corporation owning property in the vicinity of said street, or in the subdivision in which said street is located, will be deprived of reasonable means of ingress or egress to this property.

NOW THEREFORE BE IT RESOLVED:

1. That **an unimproved portion of Fifth Court approximately 400 feet northeast of Fifth Street** be closed pursuant to North Carolina G.S. 160A-299; and,
2. The City of High Point will retain a 20-foot sanitary sewer easement centered on the existing sanitary sewer line; and,
3. The City of High Point will retain a 20-foot waterline easement centered on the existing waterline service to the existing fire hydrant; and,
4. The City of High Point will retain a 30-foot electric utility easement centered on the existing overhead guy wire and guy wire support pole and,
5. That a copy of this resolution be filed in the Office of the Register of Deeds for Guilford County, North Carolina.

By order of the City Council,
this the 19th day of October , 2009
Lisa B. Vierling, City Clerk

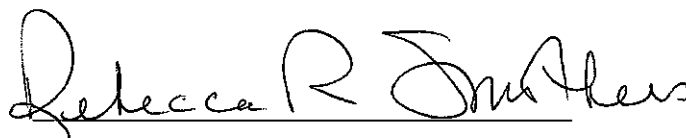
Resolution

WHEREAS, the High Point City Council wishes to provide a qualified defined contribution plan to the employees of the City of High Point; and,

WHEREAS, the State of North Carolina has established the North Carolina Public Employee Deferred Compensation Plan, a qualified governmental Deferred compensation Plan under Internal Revenue code §457(b) for public employees of North Carolina.

THEREFORE, be it resolved that the High Point City Council has adopted the North Carolina Public Employee Deferred compensation Plan also known as "NC Deferred Comp" under the terms of the Plan Document and the Third-Party Administrator Agreement. All employees shall become eligible to defer compensation {immediately or waiting period}.

Adopted this 19th day of October, 2009.



Rebecca R. Smothers, Mayor

Attest:



Lisa B. Vierling, City Clerk





October 9, 2009

MEMORANDUM

AGENDA ITEM

TO: Randy McCaslin
Assistant City Manager

FROM: Mark McDonald, P.E.
Transportation Director

RE: Municipal Agreement for Lexington Avenue Sidewalks
EB-5115 GH

The City's request to the North Carolina Department of Transportation (NCDOT) for the construction of sidewalks on Lexington Avenue from Montlieu Avenue to the Greenway has been approved, pending execution of the attached Municipal Agreement (3 originals).

Federal funding for this project in the amount of \$177,000 is being provided to NCDOT through the American Reinvestment and Recovery Act (ARRA). Any project costs exceeding this amount, and any non-qualifying expenses, such as utility relocations, will be the City's responsibility and will be funded through an existing capital account designated for the local match of sidewalk construction on state projects. However, the federal award amount is higher than our estimate for the project (\$135,000), and we are not aware of any significant items or charges that would have a substantial impact on funding for similar City projects. At this time we estimate utility adjustments and relocations for the project will be less than \$15,000.

Approval of this Municipal Agreement by the City Council is recommended; please include it on their Monday October 19 agenda for consideration and action.

Please advise if there are any questions regarding this recommendation or the proposed project.

Attachments

c	Mike Mills, P.E.	NCDOT Division 7
	John Hunsinger	NCDOT Division 7
	File	



1 inch = 400 feet



MAP PROVIDED BY
CITY OF HIGH POINT
DEPARTMENT OF TRANSPORTATION
211 SOUTH HAMILTON STREET
HIGH POINT, NORTH CAROLINA 27260
AUGUST 2009

DISCLAIMER: This map is provided as a public information resource and every reasonable effort has been made to assure the quality of the map. This data, information, and related graphics are not legal documents and are not intended to be used as such. The City of High Point makes no warranty, expressed or implied, as to the accuracy, reliability, utility, or completeness of this information. The City of High Point assumes no liability either for any errors, omissions, or inaccuracies in the information provided regardless of the cause of such or for any decision made, action taken, or action not taken by the user in reliance upon any maps or information provided herein.



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE
GOVERNOR

EUGENE A. CONTI, JR.
SECRETARY

September 29, 2009

Mr. Mark V. McDonald, PE
Director of Transportation
City of High Point
PO Box 230
High Point, NC 27261

Subject: **Municipal Agreement**
Project: EB-5118 GH
WBS: N/A
Guilford County

Dear Mr. Mc Donald:

Enclosed are two (2) duplicate originals of a Municipal Agreement for the construction of sidewalks on the north side of SR 1486 (Lexington Avenue) from the High Point Greenway to SR 1471 (Montlieu Avenue) and on the south side from the Greenway to Carolina Street in High Point.

Please review the agreements and, if satisfactory, have the copies executed by the City of High Point and return to me for execution by the Department of Transportation within sixty (60) days.

If you have any questions, please advise.

Sincerely,

J. M. Mills
J. M. Mills, P.E.
DIVISION ENGINEER

JMM/jbh
Enclosures

NORTH CAROLINA
GUILFORD COUNTY

MUNICIPAL AGREEMENT

DATE: 9/25/2009

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: EB-5118 GH

AND

WBS Elements: CON: _____

Federal Aid Project #:

CITY OF HIGH POINT

Total Funds (NCDOT Participation): \$177,000

THIS MUNICIPAL AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of High Point, a local government entity, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the Department has plans to make certain street and highway constructions and improvements within the Municipality under Project EB-5118 GH, in Guilford County; and,

WHEREAS, the Project will be financed with Federal funds from the American Recovery and Reinvestment Act of 2009 (ARRA); and,

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

SCOPE OF THE PROJECT

1. The Project consists of the construction of sidewalks on the north side of SR 1486 (Lexington Avenue) from the High Point Greenway to SR 1471 (Montlieu Avenue) and on the south side from the Greenway to Carolina Street in High Point.

PLANNING, DESIGN AND RIGHT OF WAY

2. The Municipality shall prepare the environmental and/or planning document, and obtain any environmental permits needed to construct the Project, and prepare the Project plans and specifications needed to construct the Project. All work shall be done in accordance with departmental standards, specifications, policies and procedures.

3. All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by ARRA Legislation for this Project.
4. The Municipality shall be responsible for acquiring any needed right of way required for the Project. Acquisition of right of way shall be accomplished in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.
5. The Municipality, and/or its agent, shall complete pre-construction activities, to include Environmental Document, Right of Way Certification and Preliminary Plan package, no later than November 1, 2009.

UTILITIES

6. It is understood that there are no municipally-owned water and sewer lines to be adjusted or relocated at this time. If during the project it becomes necessary to adjust or relocate municipally-owned water and/or sewer lines a separate Utility Agreement will be prepared at the appropriate time.

CONSTRUCTION AND MAINTENANCE

7. The Department shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department. The Department shall administer the construction contract for said Project.
8. It is further agreed that upon completion of the Project, the Department shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highways", and departmental criteria.
9. Upon completion of the project, the Municipality shall assume all liability and maintenance responsibilities for said sidewalk, at no expense to the Department.

FUNDING

10. Upon completion of the project, if actual costs exceed \$177,000, the Municipality shall reimburse the Department within sixty (60) days of invoicing by the Department.

11. If the Municipality fails to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.2 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

ADDITIONAL PROVISIONS

12. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.
13. To the extent authorized by state and federal claims statutes, each party shall be responsible for its respective actions under the terms of this agreement and save harmless the other party from any claims arising as a result of such actions.
14. All terms of this Agreement are subject to available departmental funding and fiscal constraints.

IT IS UNDERSTOOD AND AGREED upon that the approval of the Project by the Department is subject to the conditions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST:

CITY OF HIGH POINT

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

Approved by _____ of the local governing body of the City of High Point as

attested to by the signature of Clerk of said governing body on _____ (Date)

(SEAL)

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

BY: _____
(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

City of High Point

DEPARTMENT OF TRANSPORTATION

BY: _____

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: October 8, 2009

Human Resources

Administration Division



TO: Strib Boynton, City Manager
FROM: John McCrary, Human Resources Director
SUBJECT: NC Deferred Compensation Plan (457)
DATE: October 1, 2009

A handwritten signature in black ink, appearing to read "John McCrary".

BACKGROUND

The North Carolina Public Employee Deferred Compensation Plan offers a pre-tax 401(k), after tax Roth 401(k) and a pre-tax 457 investment options to employers. Currently the City of High Point has executed employer third - party administrator agreements to offer City employees the pre-tax 401(k) and after tax Roth 401(k).

ISSUE

The following modifications to the NC Deferred Compensation Plan (457 Plan) were recently approved by the Plan's Board of Trustees and are currently in effect:

- Eligibility now includes all full-time, part-time, and temporary employees, elected and appointed officials, and rehired retired employees.
- There is now no minimum contribution amount, which replaces the prior minimum requirement of \$20 per pay period.
- Forced payouts or involuntary distributions of small balances are no longer in effect.

Other benefits of offering the NC Deferred Compensation Plan (457 Plan) include:

- Local and administrative contacts will be the same for the 457 plan as the 401k plan.
- Combined education and enrollment materials for the members.
- Combined account information (quarterly statements and access on web-site for members with the 401k and 457 plans.
- Fiduciary responsibility is transferred from the City to the State.

Fiduciary responsibilities include investment reviews, fund performance and evaluation, plan audits, due diligence, education materials, and compliance with plan provisions and legislative changes.

Recommendation

Request City Council approval to execute the attached NC Public Employee Deferred Compensation 457 Plan employer third - party agreement.

NC Public Employee Deferred Compensation Plan
EMPLOYER –THIRD-PARTY ADMINISTRATOR AGREEMENT

THIS AGREEMENT, made on this _____ day of _____, 20____, between the _____ (hereinafter called the “Employer”) and The Prudential Insurance Company of America (hereinafter called Third-Party Administrator or Prudential) (the “Agreement”). This Agreement replaces and supersedes any prior agreement between the parties, effective upon final execution by all parties.

W I T N E S S E T H:

WHEREAS, the State of North Carolina (the “State”) has adopted the NC Public Employee Deferred Compensation Plan (hereinafter called the “Plan”), pursuant to which the State of North Carolina and its departments, agencies, and political subdivisions are authorized to provide a governmental 457(b) deferred compensation plan established in conformance with section 457(b) of the Internal Revenue Code, as amended (the “Code”); and

WHEREAS, the State’s Supplemental Retirement Board and the State’s Retirement Systems Division of the Department of State Treasurer have selected Prudential to be the Third-Party Administrator of the Plan.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein below, the receipt and sufficiency of which are hereby acknowledged, the Employer and the Third-Party Administrator hereby agree as follows:

ARTICLE I
DUTIES AND RESPONSIBILITIES OF THE EMPLOYER

A. Implementation of Plan

1. The Employer confirms that it made the decision to implement the NC Public Employee Deferred Compensation Plan via resolution. The employer agrees to provide a copy of such resolution, if available, to Prudential.

2. The Employer shall designate a coordinator for each unit to work with Prudential to select enrollment dates, determine the number of meetings needed and what employee notification of meetings will be required, and to make other decisions necessary to hold successful enrollment meetings.

3. The Employer shall provide time for its employees to attend an enrollment meeting. The Employer agrees that employees representing all employee pay grades will be given the opportunity to attend the meetings. The Employer understands that the meetings are an important resource in making employees aware of their opportunity to participate in the Plan.

4. The Employer shall provide a facility to conduct enrollment meetings for its employees.

5. The Employer shall publicize the meetings to all its employees by internal publication, meeting notices provided by the Third-Party Administrator and through other media agreed to by its coordinator and the Third-Party Administrator.

B. Operation of Plan

1. The Employer shall have sole responsibility for determining which of its employees are eligible to participate in the Plan in accordance with eligibility requirements established by the Plan or North Carolina General Statutes, with respect to elective deferral contributions. The Employer will advise the Third-Party Administrator each month of any “new enrolled” employee who is eligible to participate in the Plan. The Employer also will advise the Third-Party Administrator each month of any participant in the Plan who has terminated their employment, the date of termination, and the reason for the separation from service.

2. The Employer shall provide payroll deductions for all contributions to the Plan and all loan repayments to the Plan. The Employer shall modify its payroll application to comply with specifications required by the Third-Party Administrator of the Plan. This includes the format of the deduction report for the delivery of contributions and loan repayments to the Third-Party Administrator. The Employer shall notify the Third-Party Administrator of any changes in payroll frequency, the frequency of payroll deductions, or change in status.

3. The Employer shall deliver the remittance files, loan payment files, and the funds for these reports to the location provided by the Third-Party Administrator.

4. The Employer agrees that employee voluntary contributions to the Plan and loan repayments will not be suspended, modified or terminated for a participant unless so instructed by the Third-Party Administrator based on the participant’s actions with the Third-Party Administrator.

5. The Employer agrees to comply with all operating procedures established by the Third-Party Administrator of the Plan. It understands that the procedures may be modified or revised from time to time, and the Employer agrees to comply with revisions and modifications without delay upon receipt of adequate notice of such modifications.

6. The Employer shall inform the Third-Party Administrator in advance of any changes in the Employer's benefit or compensation programs that affect the operation or administration of the Plan.

7. The Employer may request that the Third-Party Administrator refund a contribution made within the preceding 12 months on account of a mistake of fact as defined by the Internal Revenue Service, and the Third-Party Administrator shall grant such request.

8. The Employer shall furnish the Third-Party Administrator all documents, data and other information necessary for the Third-Party Administrator to perform its duties under this Agreement. The Employer shall be solely responsible for the accuracy of any documents, data, or other information provided to the Third-Party Administrator by the Employer or by any other person or entity having responsibilities with respect to the Plan. If the Employer fails to provide any such requested information, the Third-Party Administrator shall be obligated to perform its duties under this Agreement only insofar as it is able to do so with the information available. All information required to be furnished by the Employer shall be transmitted in the medium and form acceptable to the Third-Party Administrator. The Third-Party Administrator will be entitled to rely fully on the accuracy and completeness of information submitted by the Employer and will have no duty or responsibility to verify such information.

9. The Employer shall comply with the Uniformed Service Employment and Re-employment Rights Act of 1994 regarding participation in the Plan by participants with military service. The Plan allows an Employer to permit an employee who meets the criteria of the Uniformed Service Employment and Re-employment Rights Act of 1994 the opportunity to "catch-up" salary deferrals to the Plan that were not made during the time they were on active duty. Loan repayments are suspended during the period the Plan participant is on active duty.

ARTICLE II
RESPONSIBILITIES OF THE THIRD-PARTY ADMINISTRATOR

A. Implementation of Plan

1. The Third-Party Administrator shall assist the Employer's coordinator in scheduling enrollment meetings, provide the employer with meeting notification materials, including but not limited to posters, handbills, press release-type articles and payroll stuffers that are mutually acceptable to the Employer coordinator and the Third-Party Administrator.

2. The Third-Party Administrator shall present the Plan and its benefits to the employees and enroll them in the Plan.

3. The Third-Party Administrator shall provide brochures, enrollment forms, payroll deduction authorization forms, withdrawal forms, loan applications and other forms relating to loans, as well as other forms needed to fulfill the duties as Third-Party Administrator. For purposes of this paragraph, "form" shall also mean a facility for electronic processing of participant requests.

B. Operation of Plan

1. The Third-Party Administrator shall maintain a record of each participant's contributions and shall invest his/her contribution in the fund(s) selected by the participant. Third-Party Administrator's services will be provided in a professional and competent manner.

2. The Third-Party Administrator shall provide the participant with a quarterly statement of his/her account, which shows the value of the participant's account.

3. The Third-Party Administrator shall allow the participant to borrow from his/her account when he/she has complied with the eligibility requirements established by the Third-

Party Administrator and the Plan as permitted by federal regulations, the Plan and the Third-Party Administrator.

4. The Third-Party Administrator shall provide the participants withdrawal options including lump sum distribution and periodic payments in accordance with the Plan and the Code.

5. The Third-Party Administrator shall provide participants in the Plan who become entitled to receive a distribution from the Plan with all appropriate notices and election forms concerning such distribution. The Third-Party Administrator is responsible for proper reporting of all distributions from the Plan and the withholding of income taxes as required by the Plan and the Code.

6. The Third-Party Administrator shall provide administrative and operating procedures for the Employer.

7. It is agreed and understood that the Third-Party Administrator assumes no fiduciary responsibilities with respect to its administration of the Plan. The Third-Party Administrator is the agent of the Plan, the State Treasurer and the Plan's Board of Trustees. The Third-Party Administrator is not the "plan administrator" as defined by the Employee Retirement Income Security Act of 1974. It is understood and agreed that the Third-Party Administrator does not provide legal or tax counsel to the Employer or to any participant or beneficiary and that the Third-Party Administrator recommends that all such parties obtain legal and tax advice from competent, independent sources. Nothing in this Agreement shall be deemed to confer on the Third-Party Administrator any federal or state tax liability, which may be imposed upon the Employer or any participant or beneficiary.

ARTICLE III
PLAN PARTICIPATION

The Employer and the Third-Party Administrator jointly agree to promote the Plan and encourage participation in the Plan by all pay grades of the Employer. This will require that initial enrollment meetings be held with all eligible employees to ensure that they are aware of the benefit and value of participating in the Plan. The Employer agrees to promote the Plan on an on-going basis by conducting periodic meetings with eligible employees, utilization of posters, newsletter articles, payroll stuffers, and other agreed upon communications.

ARTICLE IV
CONFIDENTIAL NATURE OF INFORMATION

The parties hereto mutually agree to the extent permitted by law to safeguard and keep confidential any and all information obtained from the other party with respect to the personnel of the State and each participant or, any other data identified in writing by either party to the other party as being confidential.

ARTICLE V
DURATION OF THE AGREEMENT

This Agreement shall become effective when signed by all parties and shall continue in effect indefinitely, except as provided below in Article VI.

ARTICLE VI
TERMINATION OF AGREEMENT

1. Either party may terminate this Agreement upon giving six months advanced written notice to the other party, provided that the non-terminating party may waive such notice

requirement. The termination of this Agreement *does not* terminate the Plan in which the Employers' employees are participating or require a distribution of accounts of the participating employees from the Plan. The termination of this Agreement relieves the Employer from taking deductions and loan repayments from the participating employee's pay and remitting them to the Third-Party Administrator.

2. The State may terminate the Plan at any time through the enactment of laws.

3. This Agreement shall terminate if the State terminates its Agreement with Prudential by which Prudential is obligated to serve as Third-Party Administrator.

4. This Agreement shall terminate if the Trustees discontinue the Plan.

ARTICLE VII

MISCELLANEOUS

1. The NC Public Employee Deferred Compensation Plan will conform to section [457(b)] in the Internal Revenue Code, as amended.

2. The Agreement shall be interpreted under the laws of the State of North Carolina.

3. All items specified in the Agreement, exhibits, or attachments shall be the current Eastern Time.

4. The Employer will make available to the Third-Party Administrator, the Department of the State Treasurer, and an auditor appointed by the Third-Party Administrator or the Board of Trustees its records of contributions and loan payments submitted to the Plan for the purposes of an audit. The Employer will also make available its documents pertaining

to its employees' deferral elections and other documents deemed necessary by the Third-Party Administrator to audit the Plan.

5. This Agreement is intended by the parties as a final expression of their agreement and is a complete and exclusive statement of its terms. No other representation, understanding, or agreements have been made or relied upon in the making of the Agreement other than those specifically set forth herein. No modification or waiver of any provision of this Agreement and no consent to any departure therefrom shall be effective unless such modification or waiver shall be in writing and signed by all parties to the original agreement.

IN WITNESS THEREOF, the parties hereto do hereby sign and execute this Agreement
as of the date first above written.

Name of Employer (Please Type or Print)

By: _____
(Signature)

(Please Type or Print Name Signed Above)

Its: _____
(Please Type or Print Official Title)

Date: _____

PRUDENTIAL

By: _____

Date: _____

(Revised 4/7/09)



The NC 401(k) Plan and the NC Deferred Compensation Plan: Choose the Plan that is best suited for you

Saving for retirement is an important step toward living out a financially secure future. As a public employee in North Carolina, you are fortunate to have two great supplemental retirement savings options available to you: the NC 401(k) Plan and the NC Deferred Compensation Plan (457). While they are similar in many ways, there are some unique differences between the two options. The chart below is a comparison that outlines the differences between the two Plans.

	Pre-Tax Deferrals		After-Tax Deferrals
Provision	457	Pre-Tax 401(k)	Roth 401(k)
Eligibility	Permanent full-time, temporary, and part-time employees. Including elected and appointed officials, and rehired retired employees. Not including independent contractors.	Active members of the Teachers' and State Employees', Local Governmental Employees', and Consolidated Judicial and Legislative Retirement Systems.	
Contributions	2009 annual contribution limit of \$16,500. \$22,000 if age 50 or older.	2009 annual contribution limit of \$16,500. \$22,000 if age 50 or older. Contributions can be pre-tax, Roth, or a combination.	
	You may choose to put money in the 457 Plan, the 401(k) Plan or both. If you choose to contribute to both Plans, the combined limit in 2009 is \$33,000. If over age 50, the combined limit is \$44,000.		
Minimum contribution	None.		
Age 50 and older catch-up provision	In 2009, you may contribute an additional \$5,500 to the Plan, if you are or will be age 50 or older by December 31, 2009.		
	You may not use this provision in a 457 Plan while using the 457 three-year catch-up provision.		
Three-year catch-up provision (457) Cannot be used in the 457 Plan if the age 50 and older catch-up is used.	Eligible if you have unused contributions, the 457 catch-up limit is \$33,000 in 2009. You may participate only in the three years before the taxable year in which you attain normal retirement age.	Not available.	
Potential for matching employer contributions	Permitted, but reduces the maximum amount an employee is eligible to defer.	More than 445 Plan employers offer an employer contribution to the NC 401(k) Plan. To find out if your employer offers employer money to the NC 401(k) Plan, contact your Human Resource or Benefits Office.	
When are you taxed?	Pay Later: Contributions and earnings are taxed upon distribution.		Pay Now: Contributions are taxed when made; however earnings are tax-free upon taking a "qualified" distribution.
Other things to consider	If you think you'll be in a lower tax bracket at retirement, contributing on a pre-tax basis may be better than contributing on an after-tax basis.		If you think you'll be in a higher tax bracket in retirement, you may benefit from making Roth contributions to the Plan and paying taxes at today's rate.
Savers Tax Credit	Eligible members will receive a non-refundable tax credit of up to 50% on an annual contribution of \$2,000 in elective deferrals, in addition to the tax deferral. This generally applies to joint filers with an adjusted gross income (AGI) of up to \$55,500, head of household filers with an AGI of \$41,625 and single filers with an AGI of \$27,750. For more information, contact your Regional Retirement Education Manager.		

Provision	Pre-Tax Deferrals		After-Tax Deferrals
	457	Pre-Tax 401(k)	Roth 401(k)
Rollovers into the Plan	Approved balances from an eligible governmental 457(b), 401(k), 403(b), or 401(a) plan, or an Individual Retirement Account (IRA).		Direct rollovers accepted from other qualified Roth plans but not Roth IRAs.
In-service withdrawals	In-service withdrawals are available after age 70½. They are subject to federal and state income taxes, and there are limited reasons for withdrawal. Hardship withdrawals are only available in the event of an unforeseeable emergency. De minimis benefits are payable if the account balance is less than \$5,000 and there have been no contributions for a period of two years.	In-service withdrawals are available when member reaches age 59½ (subject to federal and state taxes, but no 10% early withdrawal penalty). Safe-Harbor Hardship withdrawals are available only in the event of an immediate and heavy need, and only in the amount necessary to satisfy the need. Employer money is not available for hardship withdrawal.	In-service withdrawals are available when member reaches age 59½ and contributions have been in the account for at least five years. Hardship withdrawals are available only in the event of an immediate and heavy need, and only in the amount necessary to satisfy the need.
Withdrawals upon termination of employment/retirement	Leave your funds in the Plan (subject to federal rules on minimum required distributions), take a full or partial systematic withdrawal, roll over your balance to an eligible governmental 457(b), 401(k), 403(b), or 401(a) plan, or to an Individual Retirement Account (IRA).		Leave your funds in the Plan (subject to federal rules on minimum required distributions), take a full or partial systematic withdrawal, roll over your balance to a Roth 401(k) or Roth IRA.
Minimum Required Distributions	Note: Relief Only for 2009 Minimum Required Distributions. <i>The new federal law eliminates the need to take minimum required distributions only for the 2009 calendar year, but does not affect minimum required distributions for 2008 (including initial minimum required distributions that must be paid by April 1, 2009) or later years.</i> If you decide to stop payment of your 2009 minimum required distribution because of the change in the law, please notify Prudential by calling a Participant Service Representative at 1-866-627-5267. If you do not notify Prudential, we will pay your 2009 minimum required distribution(s).		
Tax penalties	A 50% federal tax penalty applies if required minimum distributions are not taken at age 70½.	A 10% federal income tax penalty applies to distributions made before age 59½. Keep in mind, the penalty can be avoided if you retire in the calendar year that you turn age 55 or older, or if you elect to receive substantially equal payments from the Plan over your life expectancy. A 50% federal tax penalty applies if required minimum distributions are not taken at age 70½. The federal income tax penalty is applied only to the Roth earnings if a distribution is processed prior to age 59½.	
Purchase of service credits with the State Retirement System	Pre-tax contributions and earnings can be used to purchase allowable additional service credits with the State Retirement Systems.		Roth contributions and earnings cannot be used to purchase additional service credits with the State Retirement Systems.

This information has been provided for your benefit and is not intended or designed to be legal or tax advice. Neither Prudential Retirement, nor any of its representatives, may give legal or tax advice.

Prudential Retirement is a registered service mark of The Prudential Insurance Company of America, Newark, NJ and its affiliates. Prudential Retirement is a Prudential Financial business. Securities products and services are offered through Prudential Investment Management Services LLC (PIMS), Three Gateway Center, 14th Floor, Newark, NJ 07102-4077. PIMS is a Prudential Financial company. Insurance products and services are provided by The Prudential Insurance Company of America, Newark, NJ, or its affiliates.

PRUDENTIAL RETIREMENT



The NC Deferred Compensation Plan (457)

The NC Deferred Compensation Plan is a deferred compensation plan available **ONLY** to North Carolina public employees. This includes full-time, part-time, and temporary employees. The Plan also includes elected and appointed officials along with rehired retired employees. This does not include independent contractors. The State offers this Plan to help you reach your retirement savings goals by taking advantage of:

- ✦ **Automatic pre-tax payroll deductions.** Your contributions to the NC Deferred Compensation Plan come out of your paycheck automatically, before taxes are taken out, which means more money in your pocket now. And these contributions grow tax-deferred until retirement. You can change your contribution amount at any time, so you are not locked into any particular amount. And you can also suspend or stop contributions at any time.
- ✦ **100% vesting.** You are fully vested in the Plan from your first contribution to your last. To be “vested” means to own, which means the money is always yours.
- ✦ **Online retirement planning tools.** The Plan allows you the opportunity to access your Plan account 24 hours a day, 7 days a week, as well as being able to access a host of retirement articles, interactive calculators, and more! Visit www.NCPlans.prudential.com to learn more.
- ✦ **Quarterly statements to keep you informed.** After you are enrolled, you will receive statements at your home address four times a year. These detail your account activity, fund performance, and much more.
- ✦ **Multiple investment choices.** Invest in vehicles that range from high growth to highly conservative so you can make the most responsible decision for your future.
- ✦ **Simple investing with GoalMaker.** GoalMaker® is a no-cost, optional, easy-to-use asset allocation program that automatically guides you to an age-appropriate investment mix based on your personal information.
- ✦ **Convenient asset consolidation.** To simplify your financial life, the NC Deferred Compensation Plan allows for rollovers from other qualified plans that you may have from previous employers.
- ✦ **One-on-one help.** The NC Deferred Compensation Plan has qualified Regional Retirement Education Managers who are available via phone, email, or in person to answer your questions or help you to get the most out of the Plan.

You can invest in 11 funds spanning across the following categories:

■ **Stable Value** – These investments carry potentially lower risk and reward. Stable value investments emphasize safety of principal. They generally invest in high-quality, fixed income securities with short maturities.

■ **Fixed Income** – Funds that invest solely in fixed income investments, such as bonds or certificates of deposits. Fixed income investment funds are subject to interest rate risk; their value will decline as interest rates rise.

■ **Large Cap** – These funds are comprised of holdings in larger U.S. companies. Within this grouping are: Growth funds that focus on aggressive companies and offer a higher risk/return; Value funds that invest in companies that are determined to be underpriced by fundamental measures; and Index funds that try to follow the general pattern of risk/return for the grouping as a whole.

■ **Small/Mid Cap** – Funds comprised of holdings in small to mid-size U.S. companies. Within this grouping are: Growth funds that focus on aggressive companies and offer a higher risk/return; Value funds that invest in companies that are determined to be underpriced by fundamental measures; and Index funds that try to follow the general pattern of risk/return for the grouping as a whole. Smaller companies may present greater opportunities for capital

appreciation, but also may involve greater risks than larger, more well-established companies. As a result, the value of stocks issued by smaller companies may fluctuate up and down more than stocks of larger companies.

■ **Global** – Funds comprised of holdings in companies located around the world, including those based in the U.S.

■ **International** – Funds comprised of holdings in companies only located outside of the U.S. Investing in foreign securities presents certain unique risks not associated with domestic investments, such as currency fluctuation and political and economic changes in the country in which the foreign company is based. This may result in greater share price volatility.

Asset allocation and diversification are wise investment strategies for providing retirement investors the most protection and opportunity in any market condition.

The chart below outlines the categories, the level of risk associated with each category and your investment options within each category. For more information about the funds offered, refer to the fund fact sheets available online at www.NCPlans.prudential.com or contact your Regional Retirement Education Manager.

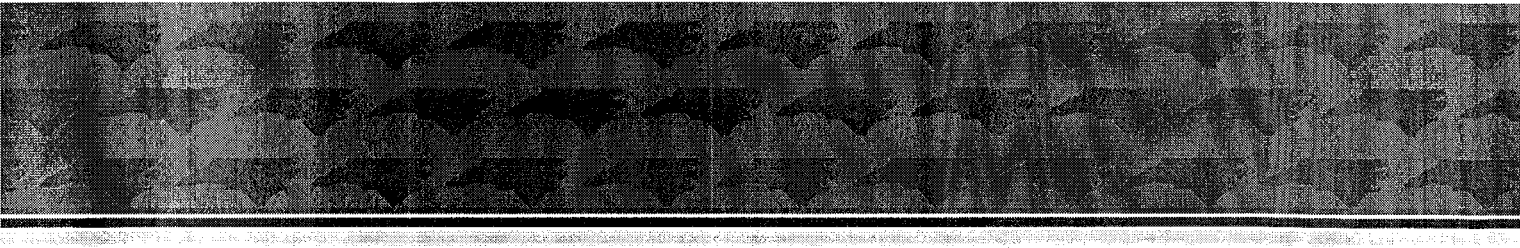
Investments in the NC Supplemental Retirement Plans

Potentially Lower Risk & Reward		
Stable Value	Fixed Income	Large Cap
NC Stable Value Fund	NC Fixed Income Fund	NC Large Cap Index Fund NC Large Cap Value Fund NC Large Cap Growth Fund

Potentially Higher Risk & Reward		
Small/Mid Cap	Global	International
NC Small/Mid Cap Value Fund NC Small/Mid Cap Index Fund NC Small/Mid Cap Growth Fund	NC Global Equity Fund	NC International Index Fund NC International Fund

Maximize your tax-deferred retirement savings

If your employer also provides access to the NC 401(k) Plan, consider enrolling in both. By contributing to both plans, you have the ability to save considerably more tax-deferred money for your retirement.



Make up for lost time with “catch-up contributions”

People are always concerned about saving enough for retirement. By enrolling in the NC Deferred Compensation Plan, you have two ways to catch up and contribute more:

1. **“Standard” catch-up** allows you to, in the three calendar years prior to normal retirement age, contribute more—up to double the annual contribution limit—into the Plan. The additional amount that you may be able to contribute under the Standard catch-up option will depend upon the amounts that you were able to contribute in previous years but did not.
2. **Age 50+ catch-up.** If you will be age 50 on or before December 31, 2009, you may contribute an additional amount of \$5,500 to the Plan.

You cannot use the Age 50+ catch-up and the Standard catch-up in the same year.

Rollovers into the NC Deferred Compensation Plan

Approved balances from an eligible governmental 457(b), 401(k), 403(b), or 401(a) plan or an Individual Retirement Account (IRA) may be rolled over into the Plan.

In 2009, members can contribute a total of \$16,500 to their NC Deferred Compensation Plan.

Take loans from your account

If you are enrolled in the NC Deferred Compensation Plan, you can borrow from \$1,000 to \$50,000 or 50% of your total account balance (whichever is less). You have up to five years to repay a loan, or up to 15 years if the money is used to purchase your primary residence. You may only have one loan outstanding at any time, and there is also a \$60 loan initiation fee.

If you have a loan with the NC Deferred Compensation Plan and leave your job or are terminated, the remaining balance must be paid in full or it is deemed a distribution and is subject to ordinary income tax.

To obtain a complete copy of the loan policy, or to find out if you are eligible for an unforeseen emergency withdrawal, contact a Participant Service Representative at **1-866-NCPlans** (1-866-627-5267). You may also request a copy by writing to Prudential Retirement®, 30 Scranton Office Park, Scranton, PA 18507, or by email at NCPlans@prudential.com.

Distribution options

Before retirement

Withdrawals from your NC Deferred Compensation Plan account are never subject to a 10% federal income tax penalty. You are, however, subject to paying taxes at your current income tax rate, and are limited to the reasons for withdrawal. Your money can be withdrawn before retirement if you:

- Reach age 70½;
- Have an unforeseeable emergency, as defined by the Internal Revenue Code;
- Become permanently disabled;
- Experience a severance of employment, as defined by the Internal Revenue Code; or
- Request an in-service transfer to purchase service credits with the Retirement System (this type of distribution is NOT subject to ordinary income tax).

At retirement

When the time comes for you to begin enjoying the next phase of your life, you have many options to choose from, including:

- **Leave your funds in the Plan (subject to federal rules on minimum required distributions):** You can leave your money in the NC Deferred Compensation Plan, even if you leave public employment.
- **Take a full or partial systematic withdrawal (periodic payments to fit your need):** You can opt to receive a lump sum, periodic payments, a partial lump sum with the remainder paid in periodic payments, or an annuity.
- **Roll over your balance to an eligible governmental 457(b), 401(k), 403(b) or 401(a) plan, or to an Individual Retirement Account (IRA):** If you're retiring or changing jobs, you may want to consider this option. Please keep in mind that if you roll over your Deferred Compensation Plan balance to a 401(k), 403(b), 401(a) plan, or an IRA, distributions taken before age 59½ may also be subject to the 10% early withdrawal federal tax penalty. Please consult a tax professional for more information.

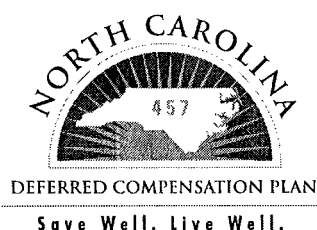
What happens to my account when I die?

Your designated beneficiary(ies) will receive the remaining value of your account, if any. Your beneficiary(ies) must contact Prudential Retirement to request a distribution.

Questions?

Visit www.NCPlans.prudential.com, or call 1-866-NCPlans (1-866-627-5267). One of your **Regional Retirement Education Managers** is ready to sit down with you one-on-one (in person or on the phone) to:

- Help you enroll in the Plan;
- Give you tips to maximize all that the Plan offers;
- Discuss investment strategies;
- Assist in performing account transactions;
- Explain distribution options when it's time to retire;
- And more!



Keep in mind that application of asset allocation and diversification concepts does not ensure safety of principal and interest.
It is possible to lose money by investing in securities.

Investing in securities involves risk, including the possible loss of principal. Unforeseen market conditions have the potential to maximize losses. Investors are urged to carefully consider their personal risk tolerance, retirement time horizon, and willingness to weather severe market downturns before making investment decisions.

The investment options listed within this brochure and your plan are insurance separate accounts and are issued under group annuity contracts by Prudential Retirement Insurance and Annuity Company (PRIAC), Hartford, CT, a Prudential Financial company.

Prudential Retirement is a registered service mark of The Prudential Insurance Company of America, Newark, NJ and its affiliates. Prudential Retirement is a Prudential Financial business. Securities products and services are offered by Prudential Investment Management Services LLC (PIMS), Three Gateway Center, 14th Floor, Newark, NJ 07102-4077. PIMS is a Prudential Financial company. Regional Retirement Education Managers are registered representatives of PIMS.

PRUDENTIAL RETIREMENT

PLANNING AND ZONING COMMISSION RECOMMENDATION

On September 29, 2009, a public hearing was held before the Planning and Zoning Commission regarding the requests described below. All members of the Commission were present except Mr. White.

Dian Brigman

Zoning Case 09-07

Central Business (CB) District

A request by Dian Brigman to rezone an approximately 0.4 acre parcel from the Light Industrial (LI) District to the Central Business (CB) District. The site is lying at the southwest corner of E. Green Drive and S. Centennial Street (300 S. Centennial Street).

Mr. Shannon presented the request to the Commission and recommended approval of Z09-07 as outlined in the staff report.

Speaking in favor of the request was Ms. Dian Brigman, representing McDonald Development, who stated that the requested Central Business zoning is needed to eliminate the setback, landscape and parking restrictions of the current Light Industrial zoning. In conclusion, she noted that Mr. Les Eger of Guilford County Planning Department was also present to address any questions.

No one spoke in opposition.

The Planning & Zoning Commission recommended ***approval*** of Zoning Case 09-07 by a vote of 6-0.

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

**STAFF REPORT
ZONING CASE 09-07
September 29, 2009**

Request	
Applicant: Dian Brigman	Owner(s): Guilford County
Proposal: To rezone an approximately 0.4 acre parcel.	From: LI - Light Industrial District
	To: CB - Central Business District

Site Information	
Location:	Lying at the southwest corner of E. Green Drive and S. Centennial Street and addressed as 300 S. Centennial Street.
Tax Parcel Numbers:	Guilford County Tax Parcel 06-01-01.
Site Acreage:	Approximately 18, 400 square feet (0.4 acre).
Current Land Use:	The site is currently developed with a 4-story office building (approximately 45,240 sq. ft).
Physical Characteristics:	The existing building occupies most of the parcel's land area; the site is relatively flat and has no distinctive characteristics.
Water and Sewer Proximity:	A 16-inch and 10-inch City water line lies adjacent to the site along S. Centennial Street and E. Green Drive respectively. An 8-inch sewer line lies adjacent to the site along both S. Centennial Street and E. Green Drive.
General Drainage and Watershed:	The site drains in a general northeast direction toward the intersection of S. Centennial Street and E. Green Drive. The existing development on the site precedes the Randleman Lake Watershed regulations.
Overlay District(s):	Randleman Lake (GWA)

Adjacent Property Zoning and Current Land Use		
North:	Public & Institutional (PI) District	United States Post Office
South:	Light Industrial (LI) District	Parking lot
East:	Central Business (CB) District	Law office
West:	Light Industrial (LI) District	Parking lot

Relevant Land Use Policies and Related Zoning History	
Community Growth Vision Statement	<u>Goal 6:</u> Keep High Point's economy strong and make it more diversified. <u>Objective 6B:</u> Given the direct economic benefits derived from the High Point Market, as well as the invaluable international recognition it brings to the community, continue efforts to sustain, promote and support the High Point Market.
Land Use Plan Map Classification:	Community/Regional Commercial: This classification includes a wider range of retail or service uses intended to serve the entire community and nearby regional customers.
Land Use Plan Goals, Objectives and Policies:	<u>Objective 8:</u> Stimulate more efficient use of the City's land resources by encouraging in-fill, mixed-use, cluster development and higher residential densities at appropriate locations.
Relevant Area Plan(s):	Core City Plan: The Core City Plan identifies the site as being within the proposed Showroom District. The intent of this district is to be the only area in the city where new market showrooms will be permitted.
Zoning History:	The parcel lying directly opposite this zoning site, at the southeast corner of S. Centennial Street and E. Green Drive, was granted CB District zoning in the early 1990's. There are two parcels west of the zoning site, fronting along S. Hamilton Street, which were granted CU-CB District zoning in 1996.

Transportation Information			
Adjacent Streets:	Name		Approx. Frontage
	S. Centennial Street	Major Thoroughfare	245 feet
	E. Green Drive	Major Thoroughfare	100 feet
Vehicular Access:	The site has a vehicular access point to S. Centennial Street.		
Traffic Counts:	S. Centennial Street & E. Green Drive		7,590 average daily trips (2007 count over a 12-hour period)
Estimated Trip Generation:	The existing 45,240 square foot office building may generate up to 530 trips per day. The applicant has noted that the site may be used as a Market Showroom, such a use may generate up to 230 trips per day.		
Traffic Impact Analysis:	Required		Comment
	Yes	<u>No</u> X	
Pedestrian Access:	There are existing sidewalks along both sides of S. Centennial Street and E. Green Drive. There are no additional pedestrian facilities planned for this area.		

School District Comment

Not applicable to this zoning case.

Details of Proposal

The site is currently owned by Guilford County and used by the County's Social Service Department. The County is proposing to sell this site and relocate their Social Service Department to an adjacent building to the south fronting along E. Russell Avenue. The County has contracted to sell the site to a buyer that is proposing to use the existing building as a market showroom. Although showroom uses are permitted in the LI District, when located within 1,500 feet of CB zoning, the applicant is requesting rezoning for two reasons:

- 1) The requested CB District allows for more flexibility in regards to parking requirements. The existing office use requires approximately 180 parking spaces, while no on-site parking is required for CB zoned properties.
- 2) Eliminate existing non-conformities in regards to building setbacks and landscaping. The building is located on or within 5 feet of the site's E. Green Drive and S. Centennial Street property lines. Under the current LI District, a minimum 35 foot building setback would apply for any new construction upon the site along with street planting yards. Since the CB District is intended for the more compact development pattern of a downtown area, there are no setback or street yard landscaping required.

In this portion of the downtown area, the east side of S. Centennial Street has been the historical limits of how far the CB District has been permitted to extend eastward from N. Main Street. The rezoning site is lying at the southwest corner of S. Centennial Street and E. Green Drive, the adjacent parcel at the southeast corner of this intersection was granted CB District zoning in the early 1990's. In addition, there are two parcels approximately 360 feet west of the zoning site fronting along S. Hamilton Street which were granted CU-CB District zoning in 1996. Thus, the request is in line with the manner in which CB District has been established in this area.

In addition, the rezoning site is within the proposed Market Overlay District that will be considered later this year. The intent is for this overlay district to be the only area in the city where new market showrooms will be permitted.

Identified Issues

Major Issues:

❖ None

Minor Issues:

❖ None

Recommendation

Staff Recommends Approval:

The requested CB District is consistent with the City's Land Use Map, consistent with past zoning actions for same district in this area and will be in harmony with surrounding uses and zoning in this area.

Required Action

Planning and Zoning Commission:

Upon making its recommendation, the Planning and Zoning Commission must place in the official record a statement of consistency with the City's Land Use Plan, and any other officially adopted plan that may be applicable. This may be done by adopting the staff's findings as written in this report, by adopting the staff's findings with additions or changes as agreed upon by the Commission, or, if the Commission is in disagreement with staff's findings, by adoption of its own statement.

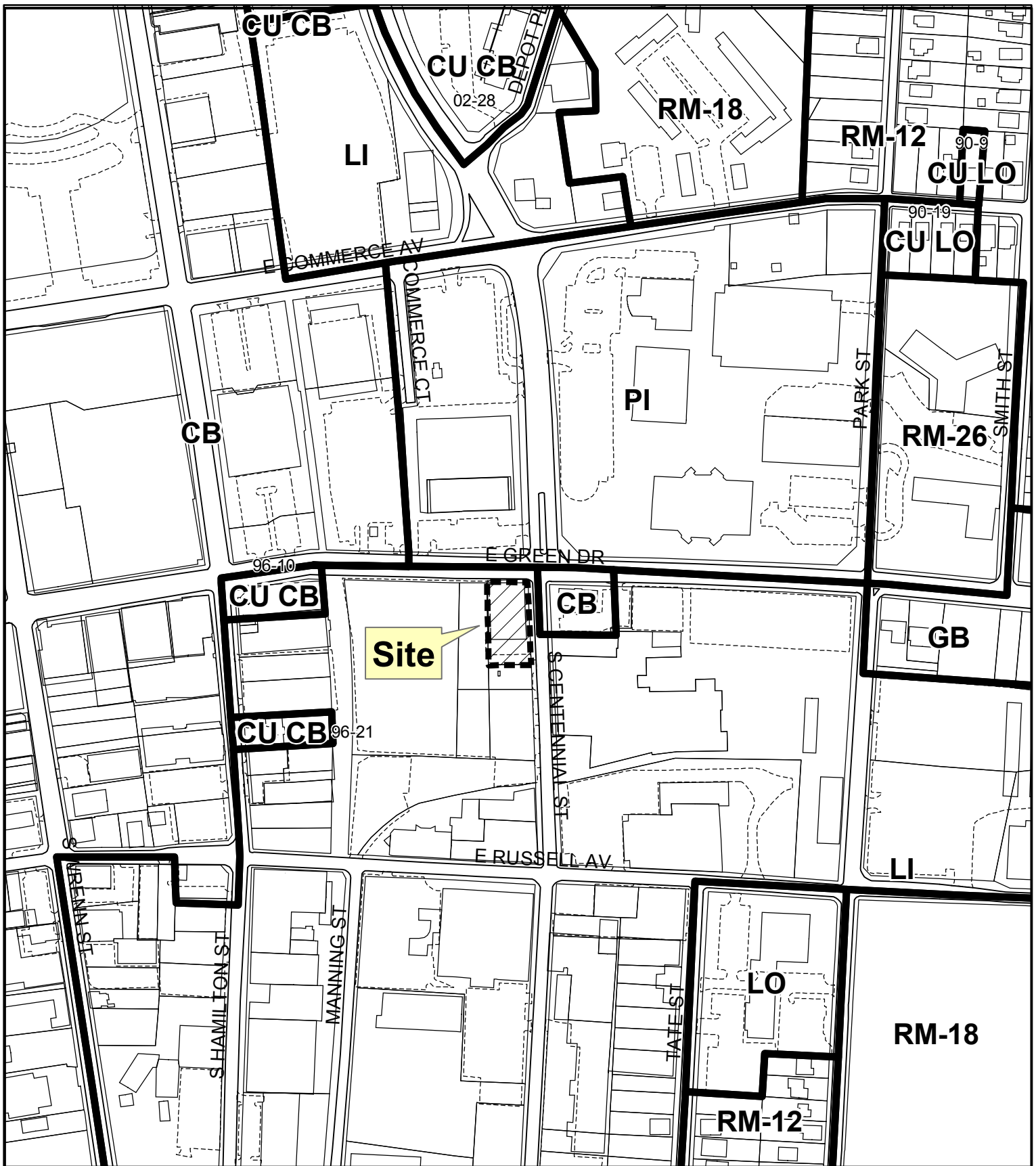
City Council:

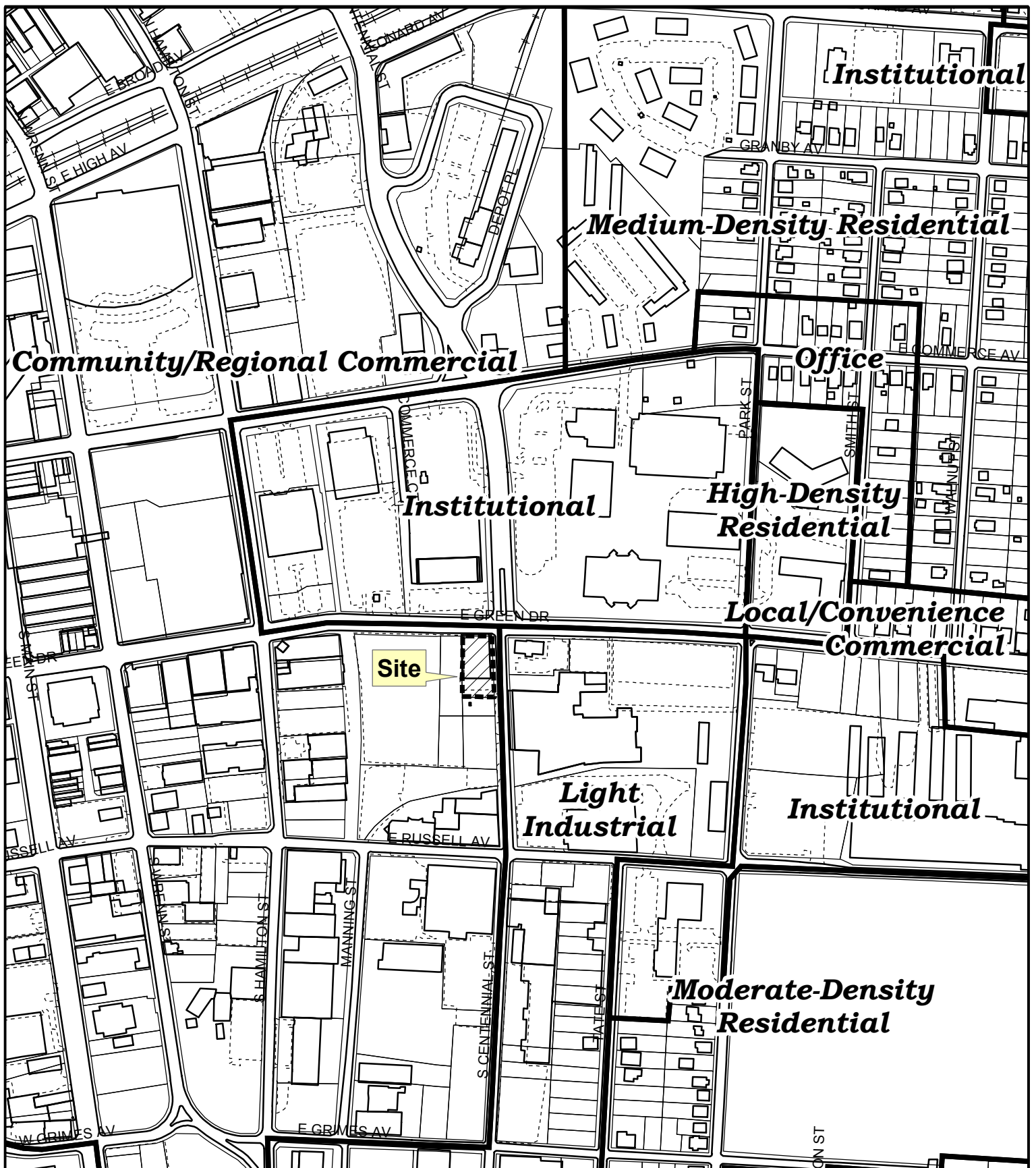
Upon rendering its decision in this case, the High Point City Council also must place in the official record a statement of consistency with the City's Land Use Plan. This may be done by adopting the staff's findings as written in this report, by adopting the staff's findings with additions or changes as agreed upon by the Council, or, if the Council is in disagreement with staff's findings, by adoption of its own statement.

In addition, the City Council must, prior to adopting or rejecting any zoning amendment, explain why it considers the action taken to be reasonable and in the public interest. In this case, staff suggests that the approval of the applicant's request is reasonable and in the public interest because: 1) the requested CB District is consistent with the Land Use Plan, 2) the requested CB District more accurately reflects the manner in which this area has redeveloped over the past three decades from an industrial to a downtown urban area, 3) the rezoning site is adjacent to CB District zoning at the southeast corner of S. Centennial Street and E. Green Drive; and 4) the requested CB District more accurately reflects the manner in which this site was developed and will eliminate non-conforming issues in regards to parking and building setback. The City Council may adopt this statement, it may add to or change this statement, or, if the Council is in disagreement with the above statement it will need to formulate its own reasonableness / public interest statement.

Report Preparation

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





REZONING CASE 09-07

Land Use Plan

Existing Land Use Plan
Subject Property Boundary



**Planning & Development
 Department**

City of High Point

Date: September 14, 2009



Scale: 1"=400'

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REZONING CASE 09-07

Topography

Subject Property Boundary - - - - -

Planning & Development
Department

City of High Point

Date: September 14, 2009



Scale: 1"=400'

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PLANNING AND ZONING COMMISSION RECOMMENDATION

On September 29, 2009, a public hearing was held before the Planning and Zoning Commission regarding the requests described below. All members of the Commission were present except Mr. White.

City of High Point

Land Use Plan Amendment 09-01

A request by the City of High Point to amend the Land Use Plan from Low-Density Residential and Office to Institutional and Recreation/Open Space to implement the recommendations of the University Area Plan.

Mrs. Galanti presented the request to the Commission and recommended approval as outlined in the staff report.

No one spoke in favor or in opposition to the request.

The Planning & Zoning Commission recommended ***approval*** of Land Use Plan Amendment 09-01 by a vote of 6-0.

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

**STAFF REPORT
LAND USE PLAN AMENDMENT CASE 09-01
September 29, 2009**

Request	
Applicant: City of High Point	Owners: High Point University, et. al.
Proposal: To change the future land use designation for approximately 39 acres to implement the first phase of the University Area Plan.	From: Low Density Residential and Office
	To: Institutional and Recreation/Open Space

Site Information	
Location:	There four sites included in this land use plan amendment request, they are as follows: 1. <u>Phase IA, Sub-area 2</u> and a small portion of <u>Phase IA, Sub-area 1</u> - lies in the northeast quadrant of W. College Dr. and E. Lexington Ave. 2. <u>Phase IC</u> - bounded on the north by E. Farriss Ave; on the east by Fifth St., Fifth Ct. and the eastside property lines of 1011 Fifth Ct. and 906 E. Farriss Ave.; on the south by Montlieu Ave.; and on the west by Willoubar Terr. and Fifth St. 3. <u>Unimproved right-of-way</u> - south of E. Farriss Ave. between Fifth St. and Willoubar Terr. 4. <u>University Parking Lot South of Montlieu Ave.</u> - bounded on the north by Montlieu Ave., on the east by N. College Dr., the south by Meadowbrook Blvd., and the west by Boundary Ave.
Tax Parcel Numbers:	Tax Parcels 226-1-26 through 41; 225-5-1 through 7, 14, 20, 23, 24, 26, 27, 30, 35, 36 through 38 and 40; 225-9-1 through 13, 15 through 17, 19, 21 through 24, 26 through 28; 225-13- 8, 10, 12 through 18, 23 through 27, 29 through 34 and 36; 152-1-9 and part of 152-1-17. Tax Parcels 160-5-1through 8, 160-5-10 through 15; unimproved right-of-way (a portion of Fifth St.) between the end of Willoubar Ter. and Farriss Ave. to the west of the existing Fifth St.
Site Acreage:	1. Phase IA, sub-area 2 and part of Phase IA, sub-area 1, approx. 4.50 acres. 2. Phase IC, approximately 24 acres. 3. Unimproved right-of-way, approximately 2 acres. 4. Parking lot south of Montlieu Ave., 8.50 acres. Total approximately 39 acres. See attached map.
Current Land Use:	Single-family dwellings, funeral home, parking lot and undeveloped.
Existing Zoning District(s):	Residential Single Family-7 (RS-7), General Office-Moderate Intensity (GO-M), and Conditional Use Public and Institutional (CU-PI)

Physical Characteristics:	1. Phase IA, sub-area 2 is developed with a funeral home. The part of Phase IA, sub-area 1 included in this land use plan amendment is undeveloped and fairly flat. 2. Area IC is developed with single-family dwellings and has a substantial number of large, mature trees throughout. The land drains to the north toward Boulding Branch and the High Point Greenway. There is a significant drainageway on the west side of Fifth St. There is a fairly large hill between Fifth St. and Fifth Ct. overlooking this drainageway. 3. The unimproved right-of-way drains to the north. 4. The parking lot is fairly flat.
Overlay District:	City Lake Watershed Overlay District, General Watershed Area

Adjacent Property Zoning and Current Land Use	
Zoning	Current Land Use
Conditional Use Public/Institutional (CU PI), Residential Single Family-7 (RS-7), Shopping Center (SC), and Public/Institutional (PI)	undeveloped, single-family dwellings, university campus, shopping center

Adjacent Land Use Designations
Institutional, Low Density Residential, Local/Convenience Commercial, Recreation/Open Space

Street Access		
Street Name:	Classification:	Approximate Frontage:
Lexington Ave.	Major Thoroughfare	545 ft.
Montlieu Ave.	Major Thoroughfare	1,500 ft.
N. College Dr.	Major Thoroughfare	300 ft.
W. College Dr.	Local Street	450 ft.
E. Farriss Ave.	Local Street	525 ft.
Fifth St.	Local Street	1, 860 ft.
Fifth Ct.	Local Street	320 ft.
Willoubar Ter.	Local Street	2,090 ft.
North Ave.	Local Street	600 ft.
Woodrow Ave.	Local Street	600 ft.
Harrison St.	Local Street	200 ft.
Meadowbrook Ave.	Local Street	230 ft.
Boundary Ave.	Local Street	430 ft.

Purpose of Existing and Proposed Land Use Designations	
Existing Designations:	Low-Density Residential: These areas include primarily single family detached dwellings on individual lots. Development densities in these areas shall not exceed five dwelling units per gross acre. Office: This classification includes professional, personal and business service uses.

Proposed Designation:	Institutional: Public, quasi-public and institutional uses on large tracts are included in this classification. Recreation/Open Space: Lands for recreation or open space are included in this classification, offering either active use or passive enjoyment and environmental protection.
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Relevant Land Use Plan Amendment History		
Case #:	Date:	Description:
00-03	April 19, 2001	Land Use Plan Amendment case 00-03 came about as a result of rezoning case 99-48. Upon the request of City Council, University officials and City staff worked together after rezoning case 99-48 was approved to update the 1992 <i>Campus Assessment Master Plan</i> to reflect future growth intentions of the university. The result of this collaboration was Land Use Plan Amendment case 00-03 and the <i>High Point University Land Use Plan Implementation Policy</i> . The land use amendment included approximately 24 acres on the west side of W. College Drive, bounded on the west by Fifth Street, Fifth Court and the rear property lines of several lots fronting on the west side of W. College Dr.
08-03	Sept. 2, 2008	City Council designated an additional 31.36 acres as Institutional on the Land Use Map to reflect the existing institutional use (new dormitories) and to provide an additional area for parking on the west side of Guyer St.

Details of Proposal

This request for a change in land use designation comes from a recommendation in the University Area Plan. The plan recommends amending four areas on the Land Use Plan immediately following the adoption of the University Area Plan. These areas will provide room for future growth of the university, and classify the university parking lot on the south side of Montlieu Ave. as Institutional. Additionally, the plan recommends amending the Land Use Plan to designate the area west of Fifth Street as Recreation and Open Space. This area consists of approximately 2 acres and is characterized by steep slopes and is fairly heavily wooded with large mature trees.

Relevant Land Use Plan Policies and Other City Plans	
Community Growth Vision Statement:	<u>Goal 1:</u> Preserve and enhance High Point's most important natural and cultural resources. - Objective 1D: Preserve and revitalize key historic landmarks and unique areas in High Point. - Objective 1H: Support the continued growth of the City's educational institutions for their many educational, cultural and economic benefits. <u>Goal 2:</u> Improve High Point's older urban neighborhoods, while ensuring better future neighborhoods.

Core City Plan	Land Uses <u>Institutional District</u> It is the intent of this district to accommodate the existence and future growth of the Core City's three key institutional areas: High Point University, Guilford Technical Community College, and the hospital-anchored medical district. Unlike other areas of the Core City, which need to feature a well-integrated street system, buildings related strongly to their streets, and compatibility with adjacent development, Institutional Districts can be more campus-like with an inward orientation, less of a focus on streets, and more of a focus on formal open spaces. Regardless, their edges should still project an attractive face to the rest of the community, rather than featuring parking lots, storage areas, and/or low quality development. <u>Residential District</u> It is the intent of this designation to protect and enhance the qualities of the Core City's neighborhoods and make them positive places to reside. <u>Neighborhoods</u> Neighborhood Planning Principles <u>Discernable Boundaries:</u> Do not allow neighborhoods to get chipped away at their edges by incompatible uses and development forms. Employ design measures to accentuate their boundaries through features such as gateway treatments and street tree plantings.
Land Use Plan Goals, Objectives and Policies:	<u>Goal 1:</u> Ensure that development respects the natural environment. <u>Goal 2:</u> Encourage development that enhances and preserves established neighborhoods. • Objective 4. Protect the City's older, established neighborhoods, and promote their revitalization through needed infrastructure improvements and new residential investment. • Objective 11: Enhance the aesthetic appearance of High Point by preserving the scenic quality of its major gateway streets and travel corridors and by providing appropriate landscaped buffers and transitional uses between low and high-intensity land uses.
Relevant Area Plan(s): <i>University Area Plan</i>	<u>Goal 1:</u> Ensure residents in the university area have information about future university expansion plans, so they can make informed decisions about investing in their properties. <u>Goal 3:</u> Ensure compatibility between the edge of campus and the surrounding neighborhood. Policy 3.5: Transition the intensity of uses along the campus edge adjacent to existing residences.

Analysis

Since 2004, the university has added approximately 46 acres to campus and they have expressed a need for an additional 20-25 acres within the next 3-6 years. The exact timing and location of university growth is unknown. The university is encouraged to work towards establishing a more specific timeframe, location and identification of needs in the near future.

City staff analyzed the existing conditions within the study area of the *University Area Plan* and identified areas for possible expansion. The growth areas are broken down into three main phases (I, II, and III) that indicate the proposed order of growth as first, second and third, but there is no specific timeline associated with the three phases. Based on the current stated needs and depending on the rate of growth, Phase I could serve the anticipated growth of the university for approximately 5-12 years. Therefore, staff recommends amending the City Land Use Plan to reflect all Phase I growth areas and the university parking lot on the south side of Montlieu Ave. as Institutional; and the natural area west of Fifth St. just south of E. Farriss Ave. as Recreation/Open Space. If the Land Use Plan is amended, land proposed for institutional development will need to be rezoned prior to development. In order to address the recommendations of the plan, rezoning requests will need to include conditions to mitigate impacts on adjacent properties.

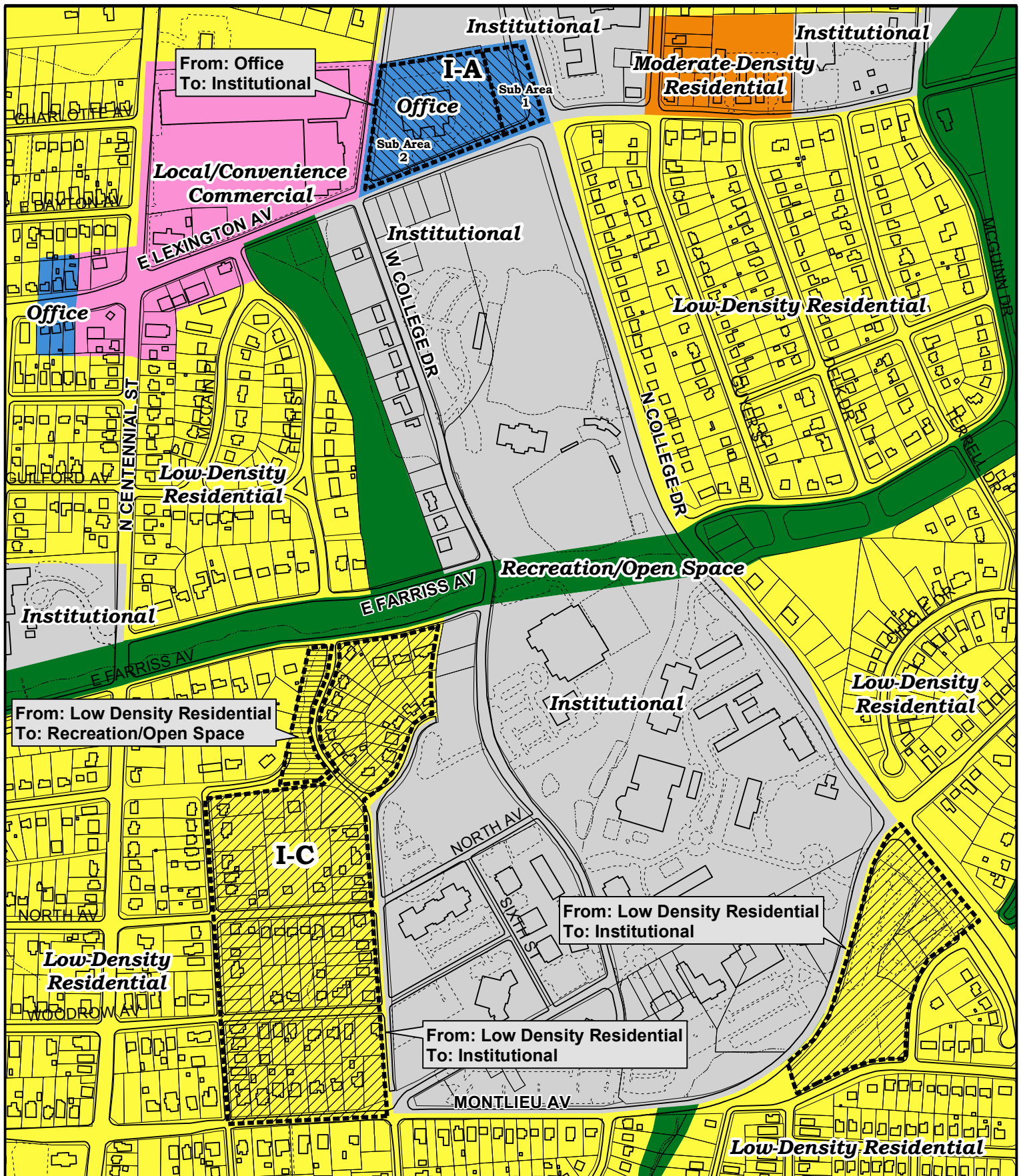
This amendment to the Land Use Plan will provide direction to the orderly growth of the university and provide information to the community as to where that growth might occur in the near term. Advance planning and communicating future growth needs support the long-term stability of this area.

Recommendation

Staff recommends approval of this Land Use Plan Amendment Request.

Report Preparation

This report was prepared by Planning and Development Department staff members Heidi Galanti AICP, Planning Administrator and Gregg Morris AICP, Senior Planner and reviewed by Lee Burnette AICP, Director.



LAND USE PLAN AMENDMENT 09-01

Request: From: Office and Low Density Residential
To: Institutional and Recreation/Open Space

Existing Land Use Plan
Subject Property Boundary



Department of Planning
and Development

City of High Point

Date: September 18, 2009



Scale: 1"=500'

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lupa09-01clu.mxd

**DEPARTMENT OF PLANNING AND DEVELOPMENT
INSPECTIONS DIVISION
HOUSING ENFORCEMENT PROGRAM**

**ORDINANCE
REQUEST:** Ordinance to Vacate/Close

**PROPERTY
ADDRESS:** 813-B Mobile Street

OWNER: Johnnie and Kisha Bethea

**FIRST
INSPECTION:** Number of Violations: Unsafe 1Minor n/a
10-6-2009 1) plumbing – broken water line; flooded dwelling

**HEARING
RESULTS:** Dwelling unfit due to no water n/a

**ORDER(S)
ISSUED:** 48-Hour Order to Repair or Vacate by 10-9-2009
10-7-2009

APPEALS: N/A

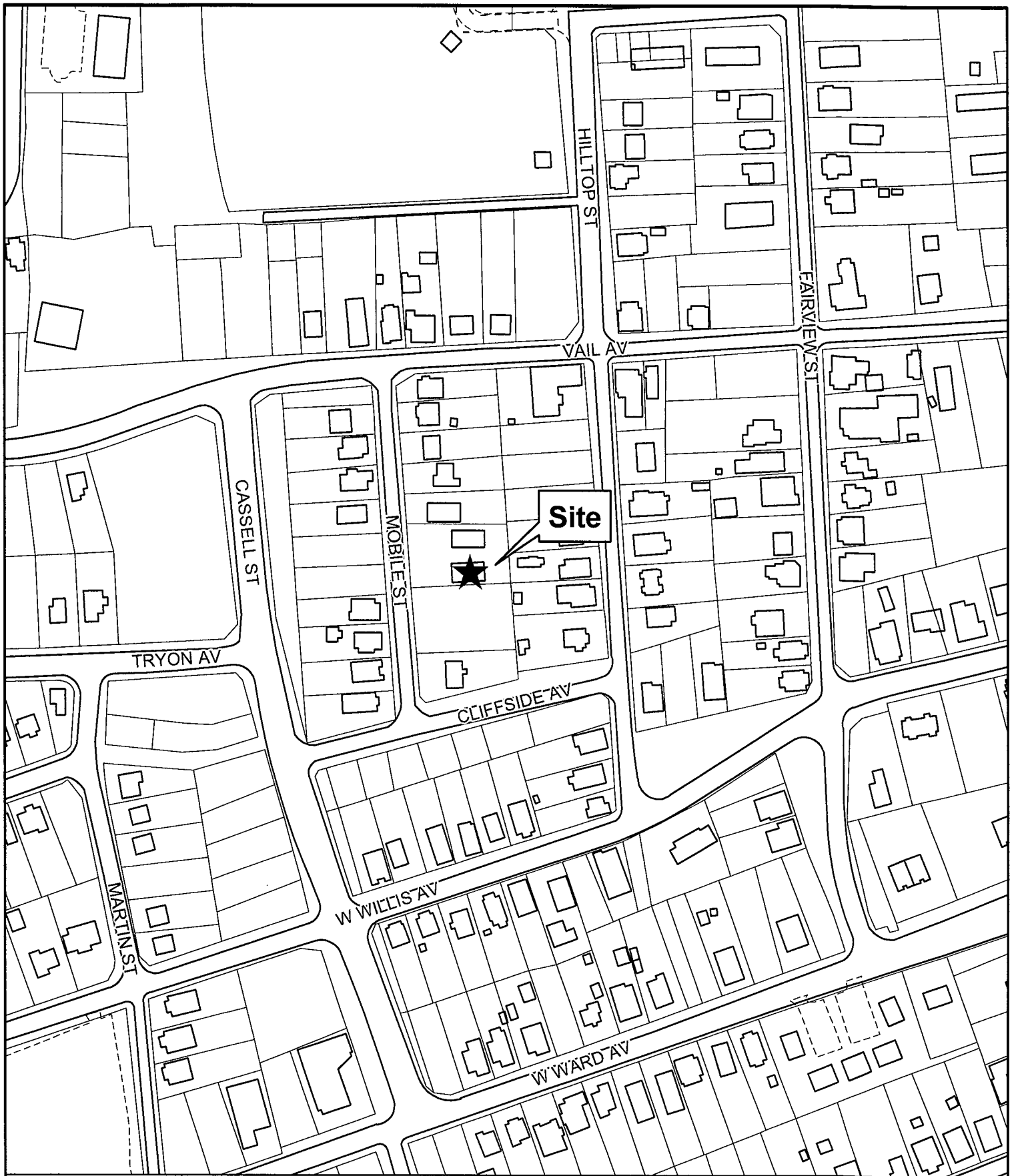
**OWNERS
ACTIONS:** None

**STATUS OF
CLOSED DWELLINGS:** Community Development has provided temporary hotel accommodations as of 10-8-2009.

**COMPLIANCE
DATE STATUS:** No repairs have been made.
10-9-2009

EXTENSIONS: None

**STAFF
COMMENTS:** The property is in foreclosure.



813-B Mobile Street

Ordinance to Vacate/Close



Location of subject property

Department of Planning
and Development

City of High Point

Date: October 13, 2009



Scale: 1"=200'
y/ba-pz/Inspection/vacate

