City of High Point

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

Meeting Agenda

Monday, September 17, 2012

4:45 PM

Council Chambers

Committee of the Whole

Rebecca R. Smothers, Mayor
M. Christopher Whitley, Mayor Pro Tem
Latimer B. Alexander, IV, James Corey,
Foster Douglas, A.B. Henley, III,
Britt W. Moore, Michael D. Pugh,
Bernita Sims, M. Christopher Whitley

ROLL CALL, PRAYER, PLEDGE OF ALLEGIANCE

PRESENTATION OF ITEMS

FINANCE COMMITTEE - Chaired by Council Member Alexander. Committee Members Whitley, Smothers, Corey

120233 Contract - Bid No. 57 - Model Farm Road Bridge Replacement
Approval of contract awarding Bid No. 57 for the design contract for the engineering design of the Model Farm Road Bridge Replacement. Purchasing and the Public Services Department recommends that contract be awarded to Wetherill Engineering in the amount of $134,882.12 which is the lowest responsible and responsive bidder meeting specifications.

120234 Contract - Piedmont Truck Center - New Truck with Hooklift System
Council is requested to award contract for the purchase of a 2012 Ford F750 truck with a hooklift system. Purchasing and the Fleet Services department recommends that contract be awarded to Piedmont Truck Center in the amount of $108,194 which is the lowest responsible and responsive bidder meeting specifications.

120235 Contract - Lenco Armored Vehicles - Armored Rescue/Response Vehicle
Council is requested to award contract for the purchase of a Lenco BearCat Armored Rescue/Response Vehicle for use by the Police Department. Purchasing and the Police Department recommends that contract be awarded to Lenco Armored Vehicles in the amount of $241,865.00 which is the lowest responsible and responsive bidder meeting specifications.

120236 Contract - RoviSys - Seaboard Group
Council is requested to authorize the Mayor to execute a contract with RoviSys in the amount of $108,310.00 for remediation work at the former Seaboard site and old Riverdale Road landfill.

120254 Contract - Sidewalk & Intersection Contract
Council is requested to award contract for Sidewalk and Intersection Improvements to Yates Construction Company in the amount of $770,613.40 which is the lowest responsible and responsive bid meeting specifications.

120237 Resolution - Condemnation Proceedings - 2726 NC 68 South - Penny Road Transmission Line Project
Council is requested to authorize the City Attorney's office to proceed with condemnations proceedings on property located at 2726 NC 68 South belonging to the HH Jordan Revocable Trust. This property is needed for the Penny Road transmission line project.

120250 Support of Carolina Field of Honor

Approval to join the City of Greensboro and the City of Winston Salem in supporting the Carolina Field of Honor project being planned for Triad Park on a per-capita basis. The City of High Point's share of the $250,000 will be $43,231.00.

120252 Ordinance - Budget Amendment - Support of Carolina Field of Honor Project
Council is requested to adopt a Budget Ordinance amending the 2012-2013 Budget Ordinance to appropriate funds in the amount of $43,231.00 in support of the Carolina Field of Honor project.

PUBLIC SAFETY & COMMUNITY DEVELOPMENT COMMITTEE - Chaired by Council Member Sims
Committee Members Alexander, Douglas, Corey

Pending Items

120032 Ordinance - Demolition of Structure - 1315 Vernon Place
Adoption of an ordinance ordering the inspector to effectuate the demolition of a structure located at 1315 Vernon Place belonging to David L and Minnie L. Terry.

PLANNING, ECONOMIC DEVELOPMENT & INFORMATION TECHNOLOGY COMMITTEE - Chaired by Mayor Pro Tem Whitley
Committee Members Sims, Henley, Moore

120238 Resolution of Intent - Street Abandonment 12-08 - CHP
Approval of a Resolution of Intent that establishes a public hearing date of Monday, October 15, 2012 at 5:30 p.m. to consider a request to abandon a portion of an unnamed public alley located from the north of the rear property line of a parcel identified as 108 Garner Place, northward to the terminus of the alley.

120239 Resolution of Intent - Street Abandonment 12-09 - CHP
Approval of a Resolution of Intent that establishes a public hearing date of Monday, October 15, 2012 at 5:30 p.m. to consider a request to abandon an unnamed public alley located north of Richardson Avenue, being further described as the public alley east and abutting property indentified as 600 N. Main Street.

120240 Uptown Suburbs National Register Historic District
Consideration by the City Council and reception of public comment regarding the nomination application for the Uptown Suburbs National Register Historic District, which includes the neighborhoods of Emerywood, Sheraton Hill, The Parkway and Roland Park, and a portion of North Main Street and Johnson Place.

120241 Stanley Furniture - Right of Way Encroachment Case 12-05
A request by Stanley Furniture to allow an existing and proposed wall, and existing landscaping to encroach up to 4 feet into the eastern limits

of the N. Hamilton Street right-of-way.

PUBLIC COMMENT PERIOD - 5:15 P.M.

PUBLIC HEARINGS ON ITEMS - 5:30 P.M.

PLANNING, ECONOMIC DEVELOPMENT & INFORMATION TECHNOLOGY COMMITTEE - Chaired by Mayor Pro Tem Whitley
Committee Members Sims, Henley, Moore

120242 Ordinance - Deep River Church of Christ - Annexation Case ANX12-04
A request by Deep River Church of Christ to consider a voluntary contiguous annexation of approximately 12.43 acres. The area to be annexed is lying approximately 180 feet east of Eastchester Drive and south of Deep River Road. The property is also known as Guilford County Tax Parcels 0195737, 0217201 and 0195736 (eastern portion of parcel).

120243 Resolution - High Point University - Street Abandonment Case 12-07
A request by High Point University to abandon a portion of North Avenue located from N. Centennial Street east to Willoubar Terrace, and the remaining portion of Willoubar Terrace, located north of North Avenue.

120244 Land Use Plan Amendment Case 12-04 - BSC Holdings, Inc.
A request by BSC Holdings, Inc. to change the Land Use Map classification for approximately 5.4 acres from Restricted Industrial to Medium Density Residential. The site is lying along the west side of Piedmont Parkway and north of Platinum Drive. In addition, the Planning & Development Department is recommending the Land Use Map classification for an additional 10.3 acres, lying west of the applicant's request and east of Tarrant Road, be changed from Restricted Industrial to Medium Density Residential.

120245 Ordinance - Rezoning Case 12-08 - BSC Holdings, Inc.
A request by BSC Holdings, Inc to rezone approximately 6.7 acres from the Conditional Use Light Industrial (CU-LI) District to a Planned Unit Development-Limited (PDL) District. The site is lying along the west side of Piedmont Parkway and north of Platinum Drive.

120246 Ordinance - Text Amendment Case 12-02 - The City Project, Inc.
A request by The City Project, Inc. to amend Section 9-2-2 Definitions, Table 4-7-1 Permitted Use Schedule, and Table 5-6-1 Off-Street Parking Requirements, with respect to Video Sweepstakes Establishments.

120247 Resolution - Land Use Plan Amendment Case 12-06 - MAMI, LLC
A request by MAMI, LLC to change the Land Use Map classification for approximately 0.65 acres from Low Density Residential to Local/Convenience Commercial. The site is lying at the southeast corner of W. Lexington Avenue and Kentucky Street.

120248 Ordinance - Rezoning Case 12-10 - MAMI, LLC

A request by MAMI, LLC to rezone approximately 1.5 acres from the Limited Business (LB) District and Residential Single Family-9 (RS-9) District to a Conditional Zoning Limited Business (CZ-LB) District. The site is lying along the south side of W. Lexington Avenue, between Westchester Drive and Kentucky Street.

ANY OTHER NEW BUSINESS

120249 Appointment - Boards & Commissions - Parks & Recreation Commission
Council is requested to confirm the reappointment of James Davis to the Parks and Recreation Commission. Reappointment to be effective immediately and will expire July 1, 2015.

120251 Appointment - Boards & Commissions - Guilford County/City Insurance Advisory Committee
Council is requested to confirm the reappointment of Rudy Hinnant to the Guilford County City Insurance Advisory Committee. Appointment to be effective immediately and will expire December 21, 2014.

APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS

120253 Approval of the following minutes:
Finance Committee meeting held August 20th @ 4:00 p.m.
Combined Council meeting held August 20th @ 4:45/5:30 p.m.

BOARDS AND COMMISSIONS VACANCY REPORT

120229 Boards and Commissions - Vacancies
Attached is the current list of vacancies for all Boards and Commissions.

ADJOURNMENT

AN ORDINANCE AMENDING "THE CITY OF HIGH POINT, NORTH CAROLINA DEVELOPMENT ORDINANCE," PURSUANT TO SECTION 9-3-12, ZONING MAP AMENDMENTS, OF THE DEVELOPMENT ORDINANCE.

WHEREAS, the City Council of The City of High Point adopted "The City of High Point Development Ordinance" on January 7, 1992 with an effective date of March 1, 1992, and subsequently amended;

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on August 28, 2012 and before the City Council of the City of High Point on September 17, 2012 regarding **Zoning Case 12-08** a proposed amendment to the Official Zoning Map of the "City of High Point Development Ordinance";

WHEREAS, notice of the public hearings was published in the High Point Enterprise on August 19, 2012, for the Planning and Zoning Commission public hearing and on September 5, 2012 and September 12, 2012, for the City Council public hearing pursuant to Chapter 160A-364 of the General Statutes of North Carolina; and

WHEREAS, the proposed amendment was adopted by the City Council of the City of High Point on September 17, 2012.

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

SECTION 1

That the Official Zoning Map of the City of High Point be amended to establish the following described area as: **Planned Unit Development- Limited (PDL) District.** The property is approximately 6.7 acres lying along the west side of Piedmont Parkway and north of Platinum Drive and also known as Guilford County Tax Parcel 0210376.

SECTION 2

That the property herein described shall be perpetually bound by the following use(s) authorized and condition(s) imposed, unless subsequently changed or amended as provided for by the Development Ordinance.

Part I. USES:

A. Thirty-three (33) single-family detached dwelling units.

B. The property herein described shall be perpetually bound by the use(s) authorized and condition(s) imposed, unless subsequently changed or amended as provided for by the Development Ordinance. Except as provided for in this Conditional Zoning Ordinance, all requirement and standards of the Development Ordinance shall be required to be met and development of the site is subject to requirements of the City

of High Point Development Ordinance. Development of the site shall be substantially consistent with the PUD Master Plan.

Part II. CONDITIONS:

A. Development and Dimensional Requirements.

1) Dimensional Requirements are as follows:

Minimum street setback (Major thoroughfare - Piedmont Parkway): ——	45 ft. R/W
Minimum street setback Private Drive (front setback measured from edge of curb of private drive) • Where no sidewalk is located along private drive—————— • Where sidewalk is located along the private drive——————	 22 ft 25 ft.
Private Drive (side corner measured from edge of curb of private drive)	10 ft.
Minimum Interior Setback (rear & side yard measured from property line):	15 ft.
Minimum Building Separation:	10 ft.
Maximum Building Height: (maximum of two stories in height)	50 ft.
Accessory Structures • No detached accessory storage building(s) shall be permitted. This condition shall not prohibit accessory amenity structures within the common area such as gazebos or similar structures. • At grade, decks or patios may encroach five (5) feet into rear yard setback area. • Enclosed patios/sun rooms, etc shall meet above noted principal building setback standards.	

B. Landscaping, Buffers and Screening.

1) A minimum thirty (30) foot wide Type B planting yard shall be installed along the Piedmont Parkway frontage of the zoning site. A minimum four (4) foot high landscaped berm shall be installed along the Piedmont Parkway frontage of the zoning site.

2) All trash holding receptacles and/or dumpsters shall be screened from view of any public right-of-way and from all adjoining residentially zoned properties and/or uses.

C. Recreational Amenities.

1) All tenants of this property will have access to Granite Ridge Apartments Recreational and Amenity areas.

D. Transportation Conditions.

1) Access: This rezoning site shall take access through the existing access points on Piedmont Parkway
   a) The eastern access point will be through Platinum Drive.

b) The existing western access point must be shared access with Guilford County Tax Parcel #0154709.
c) Close the existing full movement access point, which is located approximately in the center of the rezoning site.

2) The City of High Point Transportation Director and the North Carolina Department of Transportation shall approve all construction and improvements.

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

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

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

SECTION 6.
This ordinance shall become effective upon the date of adoption.
17th day of September, 2012.

Lisa B. Vierling, City Clerk

Planned Unit Development Statement of Intent.

Applicant: BSC Holdings, Inc. Date: June 11, 2012

a) The applicant intends to develop 33 single-family detached dwelling as rental units on this one parcel. The intent is to build and operate the 33 single-family detached dwelling project as a rental development.

b) There is no intent to subdivide the property or to create individual lots or condominium units for individual ownership. The PUD zoning approval and PUD Master Plan for this site provides no provision for subdivision of land.

c) The intent is to build a high-end rental development with on-site amenities. Single-family structures will have brick veneer in the front façade. Target market of the rental units will be individuals who work in the Piedmont Center Business Park. This development will bring a high value to the area; dwelling units will be maintained as rental units and will be managed by the staff of the abutting Granite Ridge Apartment Complex, which is also owned by the applicant of the zoning request.

d) The intent is for the Granite Ridge Apartment Complex and this new 33-unit rental development to function as a cohesive unified development. The existing private gate entrance to the apartment complex (Platinum Drive) will be the main entrance to this new rental development. All tenants of this 33-unit rental development will have access to the Granite Ridge Apartments Recreational and Amenity areas.

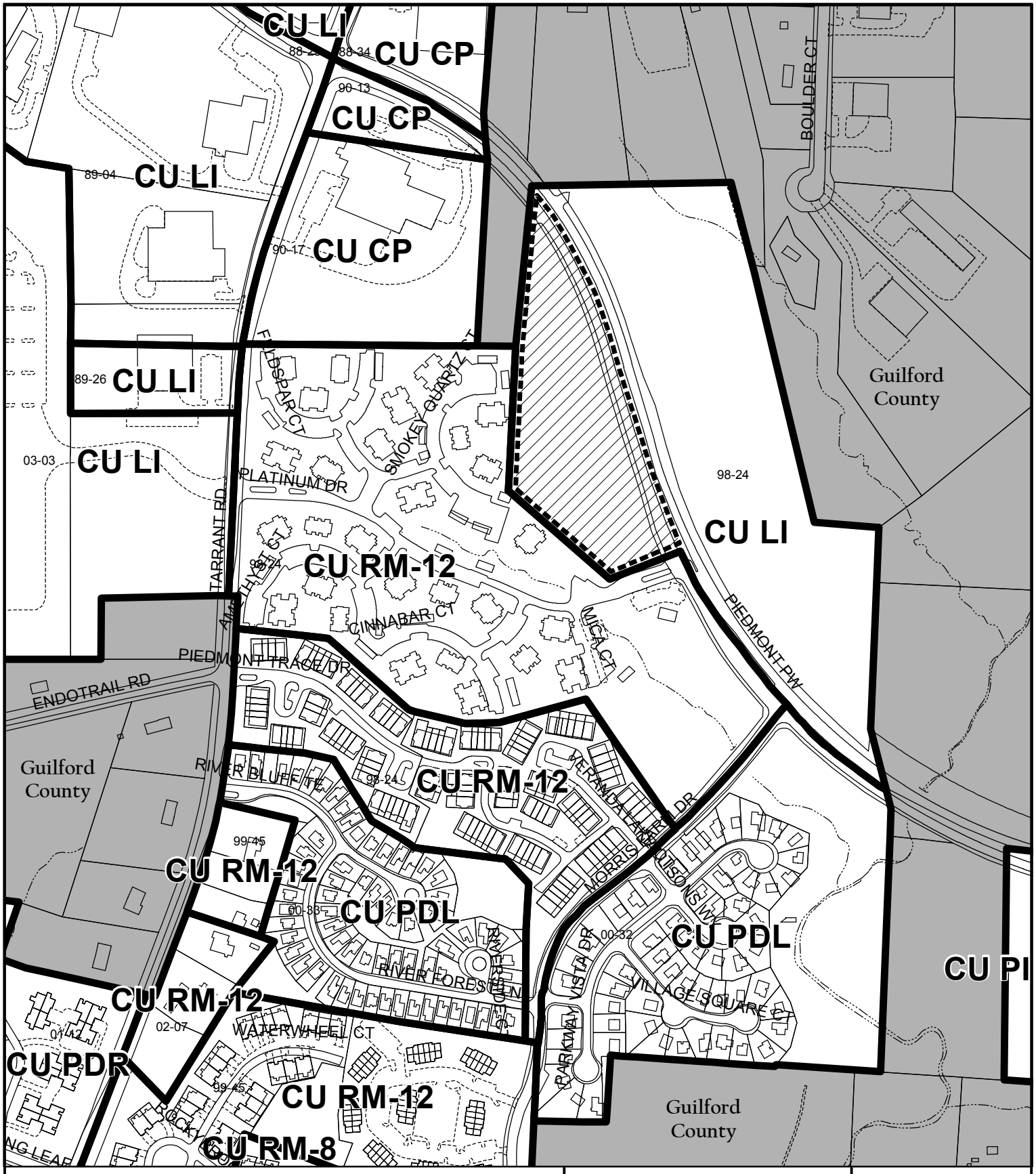
e) The intent is for units to be limited to a maximum of two stories in height, wood framed, and a brick and vinyl siding veneer compatible in architecture to the adjoining Granite Ridge Apartment Complex.

f) Access to the 33 single-family unit development will be restricted to one access point from the Granite Ridge Apartments by extension of a private street. Emergency access into the site will be provided by the continuation of a private street through the zoning site to Piedmont Parkway at the existing curb cut located on the most northern portion of the site adjacent to tax parcel 0154709, currently owned by Lawrence Transportation. The private street will be gated and a knox box, for emergency personal access, will be provided as shown on the PUD Master Plan.

g) All streets in the development are private. No city services will be needed.

h) No parking lots will exist in this 33-unit development. Each house will have a driveway wide enough to fit two cars. Each house will have its own landscaping consisting of a tree, bushes, etc

i) There will also be a landscape buffer, with a berm, installed between the sidewalk along Piedmont Parkway and the single family structures in the development. The berm will be a minimum of 4 feet tall as measured from the sidewalk along Piedmont Parkway and the homes will sit at least a foot below the sidewalk level.



ZONING CASE 12-08

From: Conditional Use Light Industrial
To: Planned Unit Development-Limited

Existing Zoning Boundary
Subject Property Boundary

Planning & Development Department

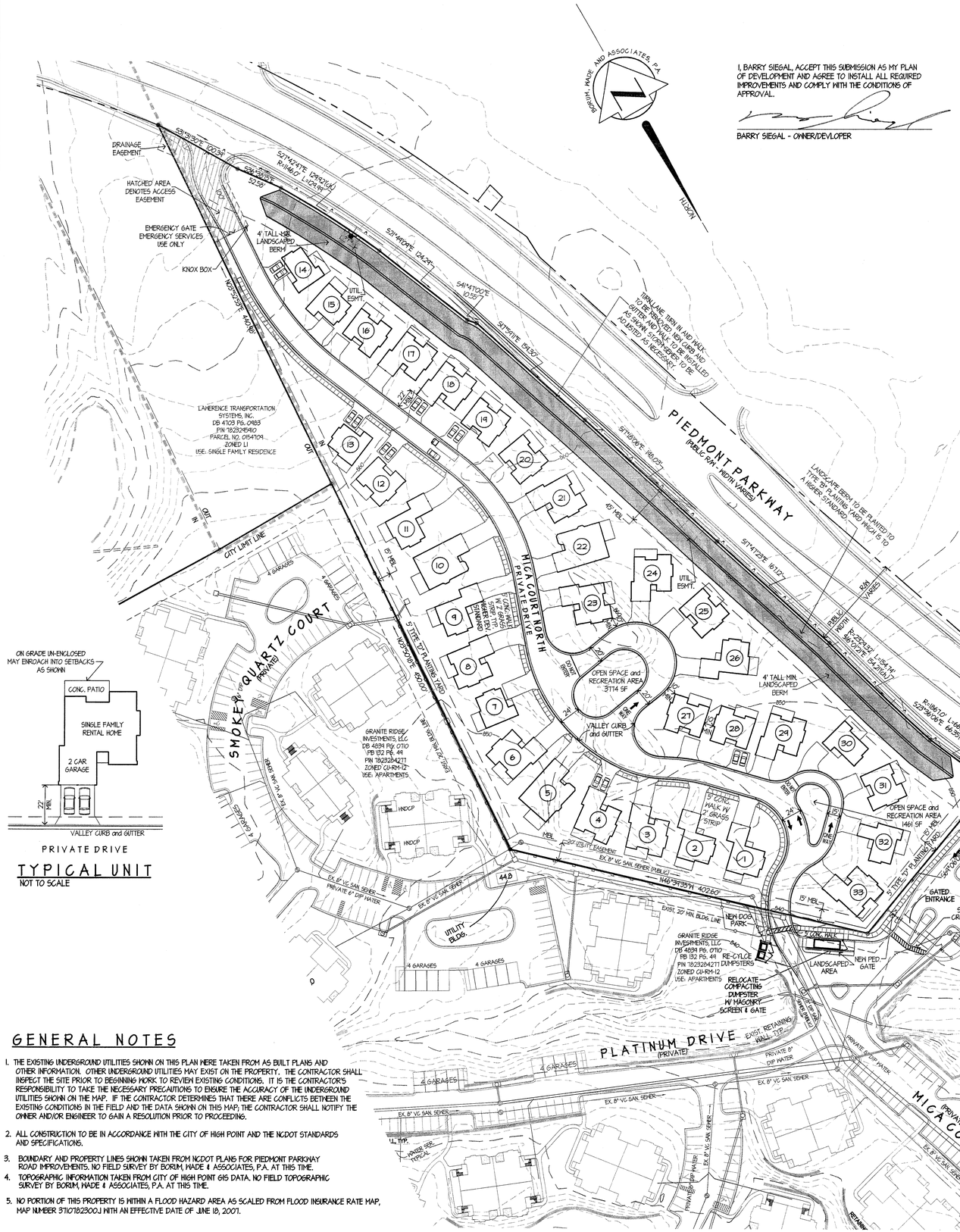
City of High Point

Date: August 9, 2012

N

Scale: 1'=400'

y:/ba-pz/2012/pz/z12-08.mxd


BORUM, WADE AND ASSOCIATES, P.A.
HUDSON
DRAINAGE EASEMENT
HATCHED AREA DENOTES ACCESS EASEMENT
EMERGENCY GATE EMERGENCY SERVICES USE ONLY
KNOX BOX
4' TALL MIN LANDSCAPED BERM
S21°48'05"E 1200.34'
S21°48'05"E 52.58'
S21°48'05"E (TYPICAL) R=1140.0' L=24.94'
S21°48'05"E 1242.91'
S41°47'05"E 102.57'
S41°47'05"E 84.50'
S41°47'05"E 180.03'
S41°47'23"E 161.01'
TURN LANE, TURN IN AND WALK TO BE REMOVED. NEW CURB AND GUTTER AND WALK TO BE INSTALLED AS SHOWN. SIGNAGE TO BE ADJUSTED AS NECESSARY.
PIEDMONT PARKWAY
(PUBLIC R/W - WIDTH VARIES)
LANDSCAPE BERM TO BE PLANTED TO TYPE 'B' PLANTING YARD WHICH IS TO A HIGHER STANDARD.
R=2764.93' L=454.41' S25°36'06"E 453.91'
R=2810.01' L=66.35' S25°36'06"E 66.35'
S40°39'35"W 402.80'
N40°39'35"E 402.80'
N65°39'35"E 490.01'
N65°39'35"E 490.01'
N65°39'35"E 490.01'
LAWRENCE TRANSPORTATION SYSTEMS, INC. DB 4703 PG. 0985 PIN 1823245810 PARCEL NO. 0154709 ZONED I-1 USE: SINGLE FAMILY RESIDENCE
CITY LIMIT LINE
IN
OUT
MICA COURT NORTH
PRIVATE DRIVE
SMOKEY QUARTZ COURT
(PRIVATE)
PLATINUM DRIVE
(PRIVATE)
MICA COURT
(PRIVATE)
5' TYPE 'D' PLANTING YARD
UTIL. ESMT.
VALLEY CURB and GUTTER
OPEN SPACE and RECREATION AREA 3774 SF
OPEN SPACE and RECREATION AREA 1491 SF
OPEN SPACE and RECREATION AREA 1.84 AC.
GRANITE RIDGE INVESTMENTS, LLC DB 4839 PG. 0710 PB 132 PG. 44 PIN 1823204271 ZONED CU-RM-12 USE: APARTMENTS
GRANITE RIDGE INVESTMENTS, LLC DB 4839 PG. 0710 PB 132 PG. 44 PIN 1823204271 ZONED CU-RM-12 USE: APARTMENTS
RE-CYCLE DUMPSTERS
RELOCATE COMPACTING DUMPSTER W/ MASONRY SCREEN & GATE
NEW DOG PARK
NEW PED. GATE
LANDSCAPED AREA
GATED ENTRANCE
STRIPPED CROSS-WALK TYPICAL
RENTAL OFFICE AND CLUBHOUSE
POOL
TENNIS
5' CONC. WALK W/ 2' GRASS STRIP
TIE NEW 5' CONC. WALK TO EXISTING
12" DIP WATER LINE
EXIST. WET DETENTION POND
EXIST. 20' MIN. BLDG LINE
EXIST. RETAINING WALL TYP.
4 GARAGES
5 GARAGES
UTILITY BLDG.
HNDCP
30' UTILITY EASEMENT
EX. 8" VG SAN SEWER (PUBLIC)
EX. 8" VG SAN SEWER
PRIVATE 8" DIP WATER
EX. 8" VG SAN SEWER PUBLIC
PRIVATE 8" DIP WATER
PRIVATE 8" DIP WATER
PRIVATE 8" DIP WATER

FINANCE COMMITTEE
AUGUST 20, 2012 – 4:00 P.M.
CITY MANAGER'S CONFERENCE ROOM

MINUTES

PRESENT:
Chairman Alexander, and Committee Members Corey, Smothers and Whitley

OTHERS PRESENT:
Council Members Moore, Sims and Douglas

STAFF PRESENT:
Strib Boynton, City Manager; Pat Pate, Assistant City Manager; Randy McCaslin, Assistant City Manager; Lisa Vierling, City Clerk; Jeff Moore, Finance Director; Fred Baggett, City Attorney; Angela Wynnes, HiTran; Allen Oliver, Director of Parks & Recreation, Mark McDonald, Director of Transportation, Patty Sykes, Director of Purchasing; Dawn Sparks, Deputy City Clerk

MEDIA PRESENT
Paul Clark, *Rhinoceros Times*
Pat Kimbrough, *High Point Enterprise*

120216 **Contract Piggyback Bid with the City of Winston Salem Sludge Thickening Polymer**

Award of contract for Piggyback Bid with the City of Winston Salem for the purchase of Sludge Thickening Polymer in the amount of $330,000.00 which is the lowest responsible and responsive bidder meeting specifications.

Terry Houk explained that the City is saving some money on piggy-backing this bid. Foster Douglas asked what the average amount of polymer the City uses in a year. Terry Houk stated that it would be approximately 325,000 pounds.

A motion was made by Mayor Smothers, seconded by Council Member Corey, to forward this matter to Council with a favorable recommendation for approval. Motion passed unanimously.

120217 **Contract State Contract Dial A Lift Vehicles**

Award of contract to purchase three (3) Light Transit Vehicles using the State Contract for the Dial A Lift service. Purchasing and the Transportation Department recommends that contract be awarded to National Bus Sales &

Leasing, Inc. in the amount of $140,097.00 which is the lowest responsible and responsive bidder meeting specifications.

Council Member Alexander stated that the county had a contract for using light transit vehicles and asked if there were any used vehicles the City could have gotten from that contract. Angela Wynnes explained that those vehicles were promised to one of their contracts that is operating and the City had no opportunity of getting those vehicles. The new light transit vehicles will be adding to the fleet. The federal government will be providing 80% of the funding.

Council Member Douglas asked if there were any other bidders on the contract. Ms. Wynnes stated that there were other bidders for the state contract, and they found several of the bidders to be non-compliant. Ms. Wynnes stated at this point this contract will improve the bus service by allowing the City to better group trips together and also allows the City to provide a better level of service to passengers.

A motion was made by Mayor Smothers, seconded by Council Member Corey, to forward this matter to Council with a favorable recommendation for approval. Motion passed unanimously.

120218 **Professional Services Agreement Arc Flash Assessments**

City Council is requested to approve the following actions:

(1) Award master professional services agreements with Sturgill Engineering and Arcadis G & M for the City's needed arc flash hazard assessments to meet the mandates of a safe workplace for employees; and

(2) Authorize the City Manager to execute supplemental professional service agreements with Sturgill Engineering in the amount of $235,500 with Arcadis G & M in the amount of $143,300 for the arc flash assessments in the water and sewer facilities.

Terry Houk explained that these assessments are an OSHA requirement in reference to the National Fire Protection Code and it says that the City must do an electrical study of the electrical hazards of a facility or piece of equipment, and if for some reason there was a dead short and crossed wires there is a potential for an arc flash, and this study will study the voltage hazard and predict what kind of ppe will be required to work on the system. The study was set up for all the facilities on the water and waste water facilities, and it will make recommendations on what kind of improvements need to be made to meet the class two requirements.

Pat Pate explained that this action is in two parts. The first part is for the professional services contracts to qualify two companies to give them the ability to do this work for the City. The most urgent area the City has is the water and

sewer plants and lift stations. The second contract will be to go ahead and award the contract to do the work.

Council Member Moore asked if this had been done in the past. Mr. Pate stated that this was a fairly new requirement. Jeff Moore stated that the engineer is required to have a state certification for a professional engineer with an electrical background to do this work.

A motion was made by Mayor Smothers, seconded by Council Member Whitley, to forward this matter to Council with a favorable recommendation for approval. Motion passed unanimously.

120219 **Ordinance Transfer of Franchise WI High Point Landfill LLC**

Council is requested to adopt an ordinance transferring a franchise from WCA of High Point, Inc. to WI High Point Landfill, LLC for construction and demolition landfill and reclamation operation at 5830 Riverdale Road, High Point, NC.

Fred Baggett stated that the Council has previously approved this matter, but it was not done in an ordinance form, which DENR requires the approval to be done in.

A motion was made by Mayor Smothers, seconded by Council Member Whitley, to forward this matter to Council with a favorable recommendation for approval. Motion passed unanimously.

OTHER MATTERS:

Legislative Agenda

Fred Baggett stated that he sent council an email on the legislative issues that the League and cities generally, and High Point in particular, will be facing in 2013 session. The odd years are the long sessions of the Legislature.

Mr. Baggett stated that most, if not all, of the major items of interest to High Point are already incorporated into the League policy positions, but the League is asking all its member cities to suggest other policies that need to be adopted. In general the issues that most concern cities in the next session of the Legislature will be finance issues. There is great momentum for a general reform of the revenue picture of the state, and that always includes local governments and also reform of transportation funding. It is unknown what this inform will entail, but issues of insufficient funding in transportation, the continued alliance on gas tax and some sort of other user fee, and appropriations from the general fund will be on the table. Also as part of the transportation there will be discussion about the renewal of the idea that cities take over maintenance responsibility for state streets inside cities.

Mayor Smothers stated it was her understanding that the idea of turning streets over had been taken out of the NCDOT long range plan, and it may come back in when they start looking for revenue issues.

Mr. Baggett stated he has heard talk that in the area of general state revenue source reform, the issue of sales tax exemptions that exist in the law for non-profit as well as local governments may be under discussion. This will obviously get a lot of resistance from the non-profits, but anytime that discussion occurs sales tax exemptions in the local governments will come to the fore in somebody's mind.

Mayor Smothers felt that council will want to have a discussion on impact fees, infrastructure, banning internet sweepstakes, and billboards.

The League is now asking for new ideas, objections to, or suggestions for tweaking of the existing policies.

Council Member Alexander felt that one of the biggest threats to cities is the control over local utilities. Mr. Baggett stated that this is a very philosophical and critical discussion of who controls local utilities, is it the local government who built it over decades and its citizens who paid for it, or can the state government say to cities you will extend water outside your corporate limits in this way whether you want to or not. In the case of Asheville, their water system will be consolidated with the county and it will operate under this new board.

Council Member Alexander stated that one of the issues Greensboro facing is having greater flexibility in charging for outside rates. Traditionally most local governments have charged a double rate and Greensboro is looking at increasing that. There is going to be a question of who is going to get to set access as well as who is going to set rates is going to be a very big issue.

Mr. Baggett stated that the leadership will be changing. It will still be a republican controlled legislature in both houses, but about one third of the members are going to turn over and there will be a lot of new faces.

Fred Baggett stated two things of particular interest to High Point are the local preferences in contract bidding and housing receivership concept. Mr. Baggett stated that the city charter update needs to be done. The last update was done about thirty years ago and there are a lot of obsolete provisions in the charter and a lot of local acts that have not been incorporated into the charter.

Council Member Alexander suggested that Council discuss this further on Tuesday, September 4th at their next council meeting.

Update on Meredith Apartments.

JoAnne Carlyle gave an update on the Meredith Street Apartments. Ms. Carlyle stated that at tonight's meeting Council can make a decision as to whether or not they want to go ahead and have a hearing on the demolition of the apartments. Staff would prepare a case to be heard with

findings of fact. There has to be a 60 day notice of the hearing. Tonight's meeting will be to establish a date for the hearing and to direct staff to actually prepare and bring back facts, at which Council will then hear everything that is necessary for the appropriation of the case.

There being no further business to come before Council, the meeting adjourned at 4:43 p.m.

Respectfully Submitted,

_____
Dawn J. Sparks, CMC
Deputy City Clerk

_____
Latimer Alexander, Chairman

PLANNING AND ZONING COMMISSION RECOMMENDATION

On August 28, 2012, a public hearing was held before the Planning and Zoning Commission regarding the request described below. All members of the Commission were present.

BSC Holdings, Inc. Land Use Plan Amendment Case 12-04

A request by BSC Holdings, Inc. to change the Land Use Map classification for approximately 5.4 acres from Restricted Industrial to Medium Density Residential. The site is lying along the west side of Piedmont Parkway and north of Platinum Drive. In addition, the Planning & Development Department is recommending the Land Use Map classification for an additional 10.3 acres, lying west of the applicant's request and east of Tarrant Road, be changed from Restricted Industrial to Medium Density Residential.

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BSC Holdings, Inc. Zoning Case 12-08

A request by BSC Holdings, Inc. to rezone approximately 6.7 acres from the Conditional Use Light Industrial (CU-LI) District to a Planned Unit Development-Limited (PDL) District. The site is lying along the west side of Piedmont Parkway and north of Platinum Drive.

Ms. Heidi Galanti presented Land Use Plan Amendment Case 12-04 and recommended approval as outlined in the staff report. Mr. Herbert Shannon presented Zoning Case 12-08 and recommended approval as outlined in the staff report.

Speaking in favor of the request was the applicant, Mr. Barry Siegal, Developer, Managing Member, Banner Ridge Investments, 3411-D West Wendover Avenue, Greensboro, NC. Mr. Siegal commented this idea of creating for rent single-family developments has been well received in other areas and he has developed two similar projects in Winston-Salem. This plan targets those individuals who desire to rent but do not want apartment living and prefer a single-family detached dwelling, but none of the yard or home maintenance responsibilities. Homes backing to Piedmont Parkway are proposed to be one-story and will sit approximately 4-feet below the elevation of Piedmont Parkway. Landscaping plan will be installed along the Piedmont Parkway frontage of the site to protect the privacy of tenants.

No one spoke in opposition to these two requests.

The Planning & Zoning Commission recommended approval of Land Use Plan Amendment Case 12-02, by a vote of 8-0.

The Planning & Zoning Commission recommended approval of Zoning Case 12-08, by a vote of 8-0.

CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT

STAFF REPORT
LAND USE PLAN AMENDMENT CASE 12-04, AND ZONING CASE 12-08
August 20, 2012

Requests		
Applicant: BSC Holdings, Inc.	**Owner:** BSC Holdings, Inc.	
Land Use Plan Amendment (LUPA) Proposal: To change the Land Use Map classification for approximately 15.7 acres	**From:** **To:**	Restricted Industrial Medium Density Residential
Zoning Proposal: To rezone approximately 6.7 acres.	**From:** **To:**	CU-LI Conditional Use Light Industrial District PDL Planned Unit Development-Limited District

Site Information		
Location:	The site is lying along the west side of Piedmont Parkway and north of Platinum Drive.	
Tax Parcel Numbers:	**LUPA Amendment**	**Zoning Request**
	0210376 (portion) and 0210377 (portion)	0210376
Site Acreage:	**LUPA Amendment**	**Zoning Request**
	Approximately 15.7 acres *(Applicant requested 5.4 acres. An additional 10.3 acres is recommended by staff)*	Approximately 6.7 acres
Current Land Use:	**LUPA Plan Amendment**	**Zoning Request**
	Multi-family development and undeveloped parcel	Undeveloped parcel
Physical Characteristics:	The site is wooded and has a relatively flat terrain with no distinguishing features.	
Water and Sewer Proximity:	A 12-inch City water line lies adjacent to the site along Piedmont Parkway and an 8-inch City water line is to the south in Platinum Drive. An 8-inch City sewer line is running along the southwestern boundary of the site.	
General Drainage and Watershed:	The site drains in a general southerly direction and development is subject to the City Lake General Watershed Area (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, and for single-family developments with a gross density of 2 units per acre or more.	
Overlay District(s):	City Lake General Watershed Area (GWA)	

Adjacent Property Zoning and Current Land Use			
North:	LI	Light Industrial District *(Guilford County)*	Industrial use *(across Piedmont Parkway)*
South:	CU RM-12	Conditional Zoning Residential Multifamily-12 District	Multi-family(apartment complex)
East:	CU-LI	Conditional Use Light Industrial District	Undeveloped *(across Piedmont Parkway)*
West:	CU RM-12 AG	Conditional Zoning Residential Multifamily-12 District Agricultural District *(Guilford County)*	Multi-family(apartment complex), narrow undeveloped parcel and adjacent industrial use

Adjacent Land Use Designations	
North:	Restricted Industrial
South:	Medium Density Residential
East:	Restricted Industrial
West:	Restricted Industrial

Purpose of Existing and Proposed Land Use Designations	
Existing Designation:	**Restricted Industrial:** This classification accommodates office, warehouse, research and development, distribution, and light manufacturing or assembly uses on larger sites in unified developments.
Proposed Designation:	**Medium-Density Residential:** This classification includes a variety of attached dwellings, generally including higher density townhouses and less land-intensive multi-family housing such as garden apartments. Development densities shall range from eight to sixteen dwelling units per gross acre.

Relevant Land Use Policies and Related Zoning & LUPA History	
Community Growth Vision Statement	This request is neither in conflict with the Community Growth Vision Statement's goals and objectives nor does it promote those goals and objectives.
Land Use Plan Goals, Objectives & Policies:	The following goals and objectives of the Land Use Plan are relevant to this request: Goal #3: Provide a wide range of housing opportunities for families of all income levels. Goal #5: Promote an urban growth pattern that occurs in an orderly fashion and conserves the land resources of the city and its planning area. Obj. #3. Provide opportunities for an adequate supply of affordable housing at appropriate locations convenient to employment, shopping, and service areas. Obj. #11. Enhance the aesthetic appearance of High Point by preserving the scenic quality of its major gateway streets and travel corridors and by providing appropriate landscaped buffers and transitional uses between low and high-intensity land uses.
Relevant Area Plan:	There are not any applicable area plans for this area.

Zoning History:	The zoning site was part of Conditional Use Permit 98-24 which received zoning approval in July 1998. This zoning approval established multi-family and light industrial zoning for approximately 88 acres east of Tarrant Road and along both sides of Piedmont Parkway, which at that time was not constructed. Since obtaining zoning approval the multi-family zoned area has developed; however, none of the industrial zoned areas of CUP98-24 have developed.
LUPA History:	There have been no recent land use plan amendments in this immediate area.

Transportation Information			
Adjacent Streets:	**Name**	**Classification**	**Approx. Frontage**
	Piedmont Parkway	Major Thoroughfare	1,175 feet
	Platinum Drive	Private Street	202 feet
Vehicular Access:	The rezoning site will use the two existing access points on Piedmont Parkway consisting of a driveway cut near the northern boundary of the site and existing Platinum Drive private street access. The northern access must be shared with Guilford County Tax Parcel #0154709.		
Traffic Counts: *(Average Daily Trips)*	Piedmont Parkway	26,400 ADT (2012, 24-hour count)	
Estimated Trip Generation:	Based on the information provided by the applicant, the proposed 33 single-family units will generate less than 330 trips/day.		
Traffic Impact Analysis:	**Required**		**Comment**
	Yes:	No X	N/A
Pedestrian Access:	Development of the site is subject to the sidewalk requirements of the Development Ordinance.		

School District Comment				
Guilford County School System				
Local Schools:	**Enrollment: (Fall 2012)**	**Maximum Design Capacity:**	**Mobile Classrooms:**	**Projected Additional Students:**
Colfax Elementary School	705	763	7	9 - 11
Southwest Middle School	1,131	888	10	4 - 6
Southwest High School	1,401	1,040	11	5 - 7
School District Remarks:	None			

Planned Unit Development (PUD) Overview

Planned Unit Development (PUD) Districts are termed "floating districts" by the Development Ordinance, meaning they may be applied anywhere within the City but only pursuant to a specific zoning map amendment request. All PUD districts are reviewed and approved through the conditional zoning process. The applicant has requested a Planned Unit Development-Limited (PDL) District, which is required to contain at least five but fewer than twenty contiguous acres under unified ownership or control and it's intended to accommodate all uses permitted in residential, office, or commercial zoning districts. The dimensional standards of the Ordinance are waived in a PDL District, except when the proposed PUD District is located that

within fifty feet of any residential district. In that situation the height regulations of that adjacent residential district shall apply. Additionally, the scale and setbacks of buildings and structures in a PDL District, within seventy-five feet of the perimeter the site, shall be in harmony with development on adjacent lands.

A PUD is an optional form of land development designed to permit multiple housing types or land uses that are planned for and controlled by a master plan called a PUD Master Plan. The main advantage of a PUD zoning is the design flexibility afforded it through the Development Ordinance. Specific development standards pertaining to density, size, location and arrangement of buildings, lot dimensions, and landscaping are set aside by the Ordinance. In their place, the general development standards for PUDs, found in Section 9-4-3(a)(3), and the site-specific development standards approved in the Conditional Zoning Ordinance and the PUD Master Plan governs the land uses permitted on the site and the manner in which they may develop.

Details of Proposal

1. General Overview:
   The applicant has submitted this land use plan amendment and zoning application to obtain approval to develop a 33-unit residential community. The PUD Master Plan, PUD Statement of Intent and Conditional Zoning Ordinance offered by the applicant outlines their intent to build and operate 33 single family homes as a rental facility and not subdivide the property or create individual lots or condominium units for individual ownership.

   The applicant's PUD Statement of Intent notes the desire to build a high-end rental development, with on-site amenities, targeted towards individuals who work in the Piedmont Center Industrial/Business Park. The proposed development will function as an extension of the existing Granite Ridge Apartment Complex, which is also owned by the applicant. Units will be managed by the staff of the abutting multifamily complex, tenants will have access to the apartment complex's recreational and amenity areas, and the existing gated private entrance (Platinum Drive) will serve as the main entrance to this new development.

2. Summary of Land Use Plan Amendment Request:
   The site associated with this case is approximately 6.7 acres. The northern two-thirds of the site has a Restricted Industrial Land Use Map designation. The Land Use Plan Amendment submitted by the applicant proposes an expansion of the abutting Medium Density Residential land use classification for approximately 5.4 acres of the site to accommodate the proposed residential uses.

   In addition to that, the Planning & Development Department is recommending a Medium Density Residential land use classification for 10.3 acres lying west of the applicant's request and east of Tarrant Road, currently designated Restricted Industrial. This will match the existing northern limits of the CU-RM-12 District zoning and multi-family development in this area. The Land Use Plan Amendment covers a total of 15.7 acres

3. Summary of Zoning Request:
   The development scenario proposed by the applicant is unique in that it is to consist of single-family detached rental dwellings on one large parcel. The development will operate similar to an apartment use where multiple units for rent are on a single parcel, except the units are single-family detached rather than multi-family structures. However, to achieve the

development goal of 33 single-family detached dwellings on one lot requires use of the PUD zoning district. A PUD Master Plan, depicting the manner in which the site is to be developed, has been submitted and included with this report.

Staff Analysis

Section 9-3-13 of the Development Ordinance states that the Planning & Zoning Commission and the City Council shall be guided by the purposes and intent of the Development Ordinance and shall give consideration to the following in the review and discussion of any Conditional Zoning application. To provide a framework for review of PUD development proposals, the City has established specific findings, in addition to those normally required for a conditional zoning district, that must be made. These findings help ensure that the proposed development will be constructed as a cohesive, unified project; that it will utilize an efficient, attractive, and environmentally sensitive design; and that it will generally be of a higher quality than otherwise required by the application of conventional zoning district regulations.

Based on the applicant's submittal and proposed conditions, as they existed on the date of this report, the Planning and Development Department offers the following comments relative to these ordinance considerations.

PUD Findings: **Applications for Planned Unit Development Districts shall be approved only if all of the following findings are made:**	
Finding#1	**That application of planned unit development requirements to the property will produce a development of equal or higher quality than otherwise required by the strict application of conventional regulations of districts designated by the adopted Land Use Plan;**
	Staff Comments: Objective 11 of the Land Use Plan addresses enhancing the aesthetic appearance of the City's major gateway streets and travel corridors and by providing appropriate landscaped buffers. The site fronts along Piedmont Parkway, a 4-lane major thoroughfare. The PUD Master Plan shows that the rears of some of the structures abut this roadway. To screen rear yard activities from the roadway, the applicant has offered higher street yard planting standards to promote a more aesthetically pleasing image of the development along this corridor. Rather than installing the normal 8-foot wide street planting yard with 2 trees and 17 shrubs every 100 linear feet, the applicant has offered to provide a minimum 30-foot wide Type B planting yard with a minimum 4-foot high berm along the sites Piedmont Parkway frontage. The B yard will provide a higher planting rate of 8 trees and 25 shrubs every 10 linear feet.
Finding#2	**That application of planned unit development requirements to the property will encourage innovative arrangement of buildings and open spaces to provide efficient, attractive, flexible, and environmentally sensitive design;**
	Staff Comments: The layout of the proposed development, as depicted on the PUD Master Plan, promotes a safe and integrated pedestrian circulation system. The PUD Master Plan shows a private street running through the development providing access to all the units. The applicant is installing a 5-foot wide sidewalk along this private street that will connect to the internal open space and amenity areas within the development.

	The sidewalk will also will extend outside of the site to connect to the abutting recreational area (clubhouse, swimming pool and tennis court) of the adjoining Granite Ridge Apartment Complex and to the existing sidewalk network along Piedmont Parkway.
Finding#3	**That application of planned unit development requirements to the property will produce a development functioning as a cohesive, unified project and;**
	Staff Comments: Based on site layout depicted on the PUD Master Plan, and design features outlined in the PUD Statement of Intent, the proposed PUD will function as a cohesive and unified project in conjunction with the adjacent multifamily development. The existing private gate entrance to the Granite Ridge complex will serve as main entrance to this development; tenants of this PUD will have access to the Granite Ridge recreational and amenity areas; and the proposed units will have exterior materials compatible to the abutting Granite Ridge Complex
Finding#4	**That application of planned unit development requirements to the property will not substantially injure or damage the use, value, and enjoyment of surrounding property nor hinder or prevent the development of surrounding property in accordance with the adopted plans and policies of the City.**
	Staff Comments: The site abuts and 4-lane major thoroughfare to the north and east, a multi-family use to the south and west, and an undeveloped parcel and an adjacent industrial use to the northwest. The requested single-family use is less intensive than all of the existing surrounding uses. Staff has not identified any evidence to date that development, as outlined in the PUD Statement of Intent, will substantially damage, or hinder the use of surrounding property owners.

Consistency with Adopted Plans:
The proposed Conditional Zoning District is appropriate for its proposed location and is consistent with the purposes, goals, objectives and policies of relevant comprehensive land use or area plans
Staff Comments: The applicant's land use amendment and rezoning are supported by Goals 3 & 5 and Objective 3 of the Land Use Plan. The requested Medium Density Residential land use classification and residential PUD use will promote an urban growth pattern that occurs in an orderly fashion and it is located near an existing industrial/business park with a large employment base.

Review Factors:	
The applicant's proposed Conditional Zoning District, including the proposed use(s), written conditions and Conditional Zoning Plan, satisfactorily meets or addresses the following:	
Factor #1	**Produces a development that is compatible with surrounding development character and land uses;**
	Staff Comments: This review factor has been addressed above in the in the PUD Findings.

Factor #2	**Minimizes or effectively mitigates any identified adverse impact on adjacent and nearby property, such as that caused by traffic, parking, noise, lighting, trash, loading areas, etc.;**
	Staff Comments: The requested single-family use is less intensive than all of the surrounding uses. Staff has not identified any evidence to date that development would adversely impact adjacent property owners.
Factor #3	**Minimizes or effectively mitigates any identified adverse environmental impact on water and air resources, minimizes land disturbance, preserves trees and protects habitat;**
	Staff Comments: Staff has not identified any environmental impacts based upon the proposed district.
Factor #4	**Minimizes or effectively mitigates any identified adverse impact on municipal facilities and services, such as streets, potable water and wastewater facilities, parks, police and fire; and;**
	Staff Comments: The site is within an area currently served by City of High Point utilities and services. The proposed development has no known impacts on municipal services.
Factor #5	**Minimizes or effectively mitigates any identified adverse effect on the use, enjoyment or value of adjacent properties.**
	Staff Comments: This review factor has been addressed above in the in the PUD Findings.

Changes in the Area:

There have been changes in the type or nature of development in the area of the proposed Conditional Zoning District that support the application.

Staff Comments:

Due to the vicinity of the Piedmont Center Industrial/Business Park and heavy industrial uses to the north, it was envisioned in the early 1990s that some additional expansion of industrial uses could occur in this area which supported establishing industrial classifications on the City's Land Use Map and industrial zoning. The construction of Piedmont Parkway from Tarrant Road to W. Wendover Avenue, has acted as a boundary separating industrial uses lying north & east of this roadway from the mostly residential uses to the west. The requested land use amendment and rezoning, to allow residential rather than industrial uses, is in keeping with the surrounding development pattern and compatible with abutting land uses.

Development Patterns:

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

Staff Comments:

The applicant's PUD Statement of Intent outlines their goal for the zoning site and the abutting Granite Ridge Apartment Complex to function as a unified development. Based on surrounding uses and the manner in which the Piedmont Parkway extension divided this industrial zoned parcel, the requested residential development is a logical land use for this triangular shape parcel. Based on conditions offered by the applicant and the development layout on their PUD Master plan, the requested PDL District will promote an orderly development pattern.

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

Staff Comments:
In this case, staff suggests that the approval of the applicant's request is reasonable and in the public interest because: 1) subject to the approval of Land Use Plan Amendment Case 12-04, the requested PDL District is consistent with adopted plans, 2) proposed residential uses is less intensive and will tie in to the abutting residential development to ensure compatibility the with existing development pattern in the area, 3) conditions offered by the applicant providing for higher landscaping standards along Piedmont Parkway along with layout depicted on the PUD Maser Plan will insure the request will be in harmony with the area; 4) provisions for a sidewalk pedestrian circulation system that runs though the site and externally to adjacent recreational areas and to the sidewalk along Piedmont Parkway provides for a higher development standard; and 4) the extension of Piedmont Parkway clearly separates industrial and residential uses in this area and further supports this amendment to the Land Use Map and rezoning for residential uses for this site.

Recommendation

1. **Land Use Plan Amendment Case 12-04:**
   Staff Recommends Approval:
   Staff recommends approval of the request to change the future land use designation for approximately 15.7 acres to the Medium Density Residential land use classification. The request meets the goals and objectives of the Land Use Plan and will be in harmony with the land use pattern of the surrounding area.

2. **Zoning Case 12-08:**
   Staff Recommends Approval
   Subject to approval of LUPA 12-04, the request will be in conformance with adopted plans. As addressed in the Staff Analysis section of this report, conditions offered by the applicant address objectives of the Land Use Plan and will ensure development of the zoning site will be compatible with adjacent uses and promote the higher standards envisioned for a PUD development. The Planning & Development Department recommends approval of the request to rezone this 6.7 acre parcel to the PDL District.

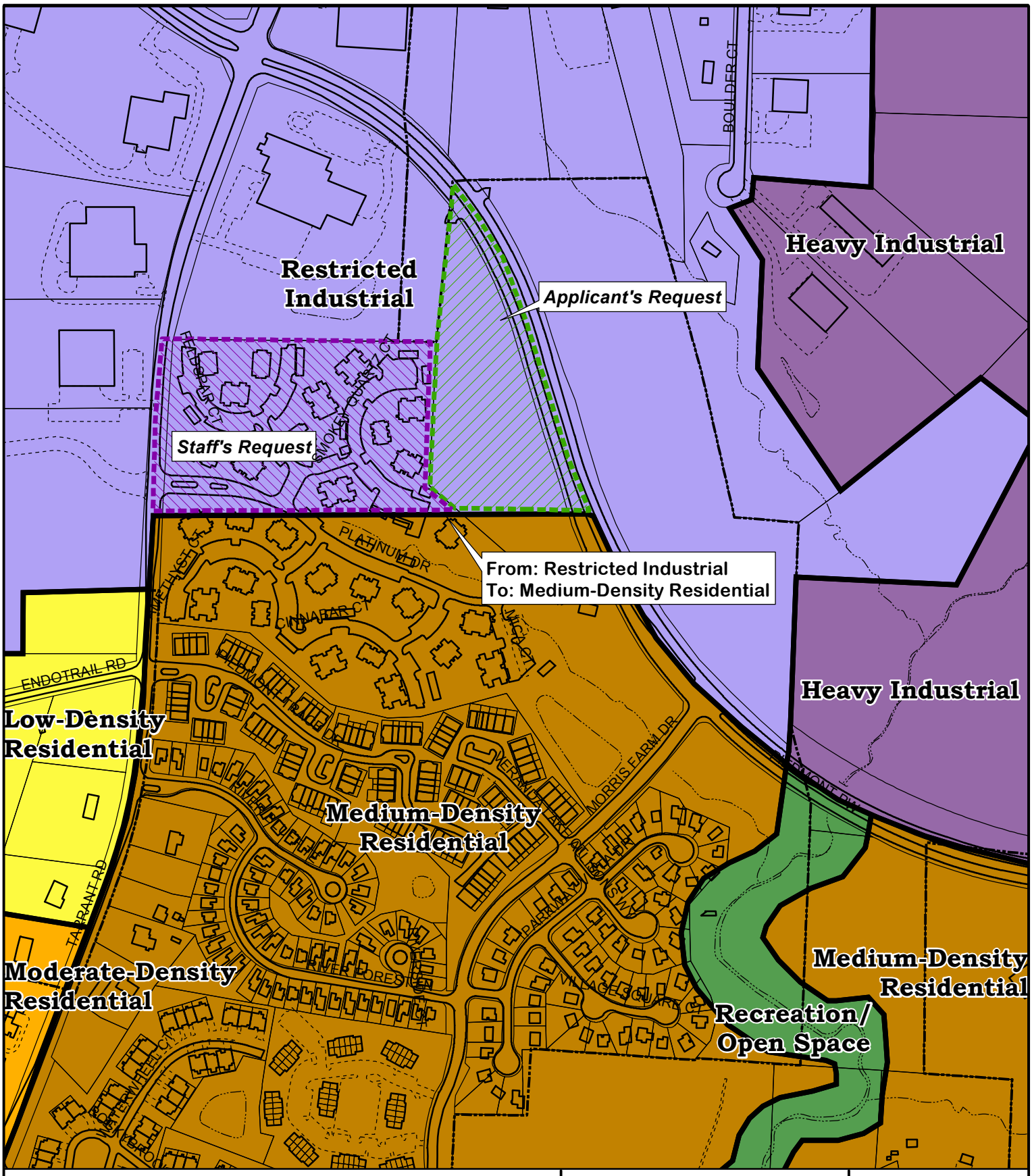
Required Action

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

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

Report Preparation

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



Land Use Plan Amendment 12-04

Request: From: Restricted Industrial
To: Medium Density Residential

Existing Land Use Plan
Subject Property Boundary

Planning & Development Department

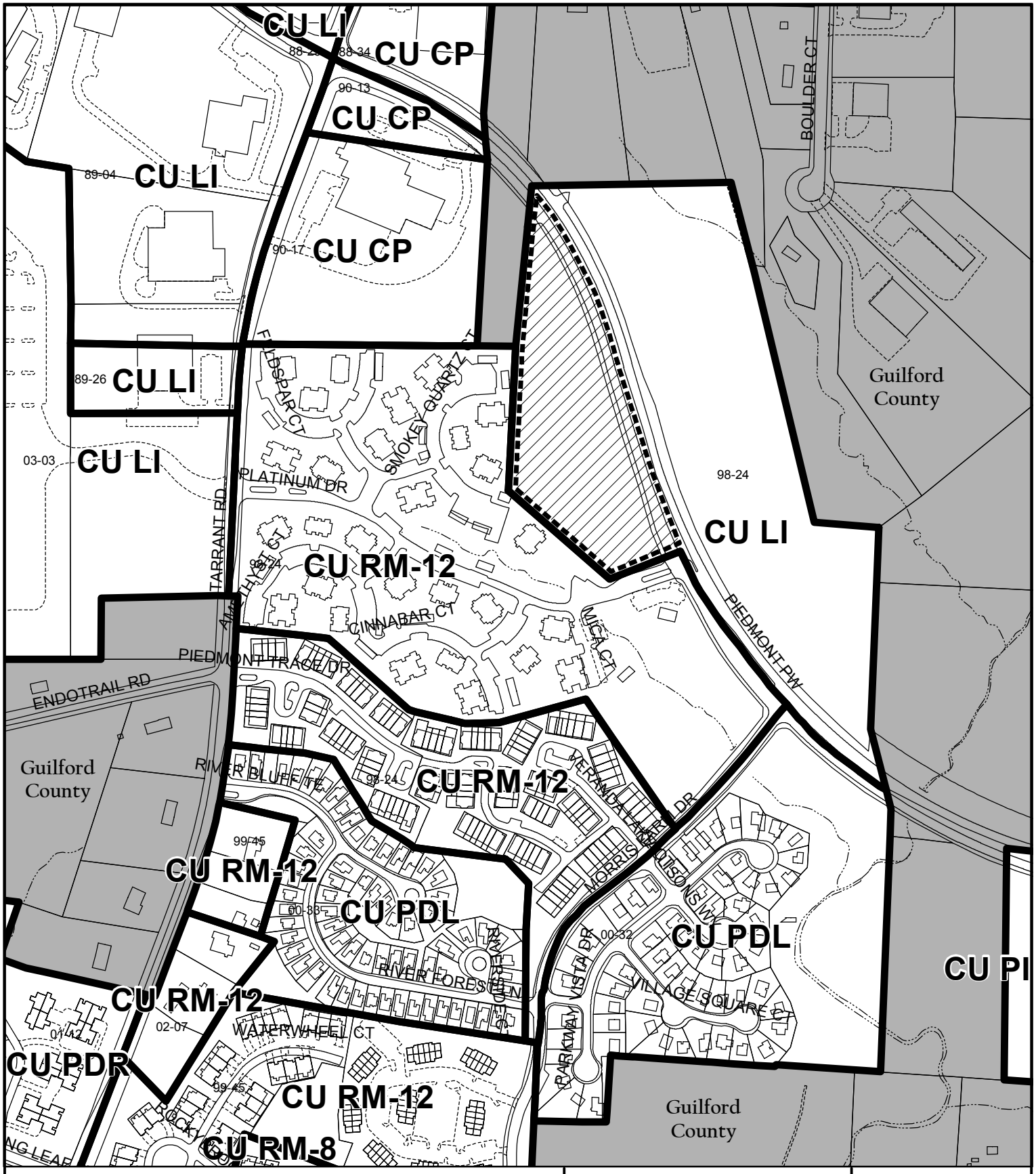
City of High Point

Date: August 9, 2012

N

Scale: 1'=400'

y:/ba-pz/2012/pz/z12-04.mxd



ZONING CASE 12-08

From: Conditional Use Light Industrial
To: Planned Unit Development-Limited

Existing Zoning Boundary
Subject Property Boundary

Planning & Development Department

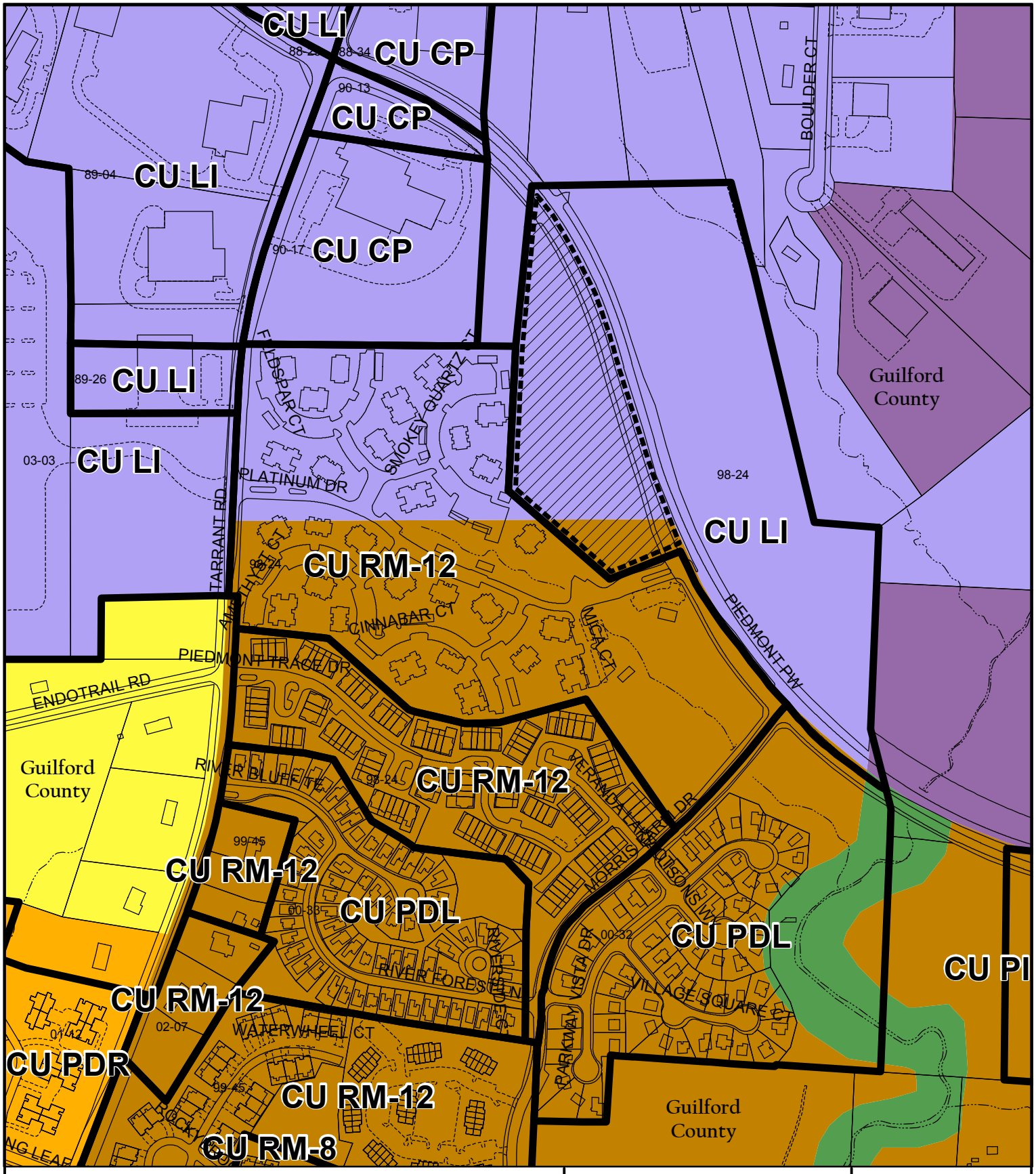
City of High Point

Date: August 9, 2012

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Scale: 1'=400'

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ZONING CASE 12-08

Land Use Plan

- Low-Density Residential
- Moderate-Density Residential
- Medium-Density Residential
- Restricted Industrial
- Heavy Industrial
- Recreation/Open Space

Planning & Development Department

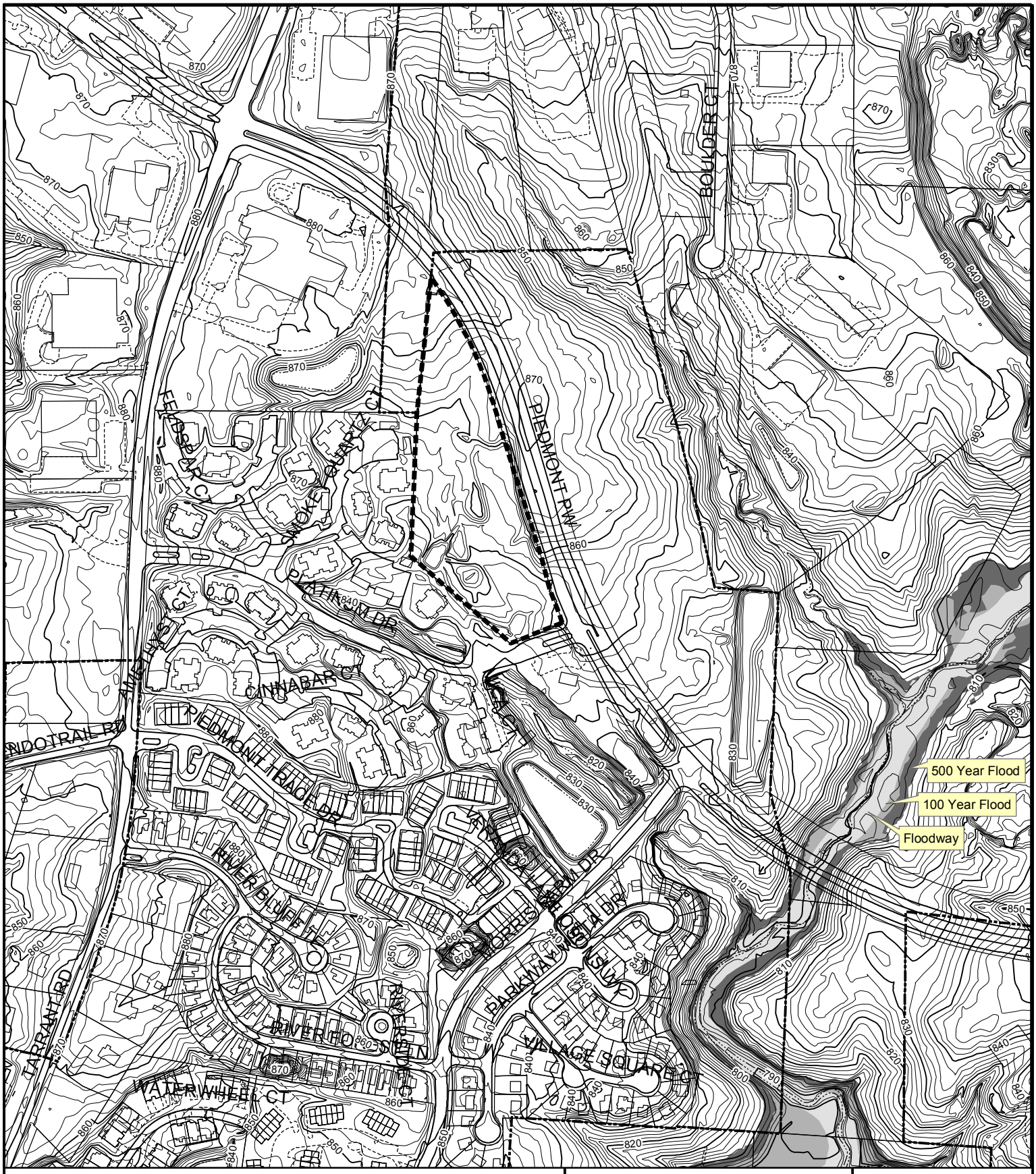
City of High Point

Date: August 24, 2012

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ZONING CASE 12-08

Topography

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

Planning & Development Department

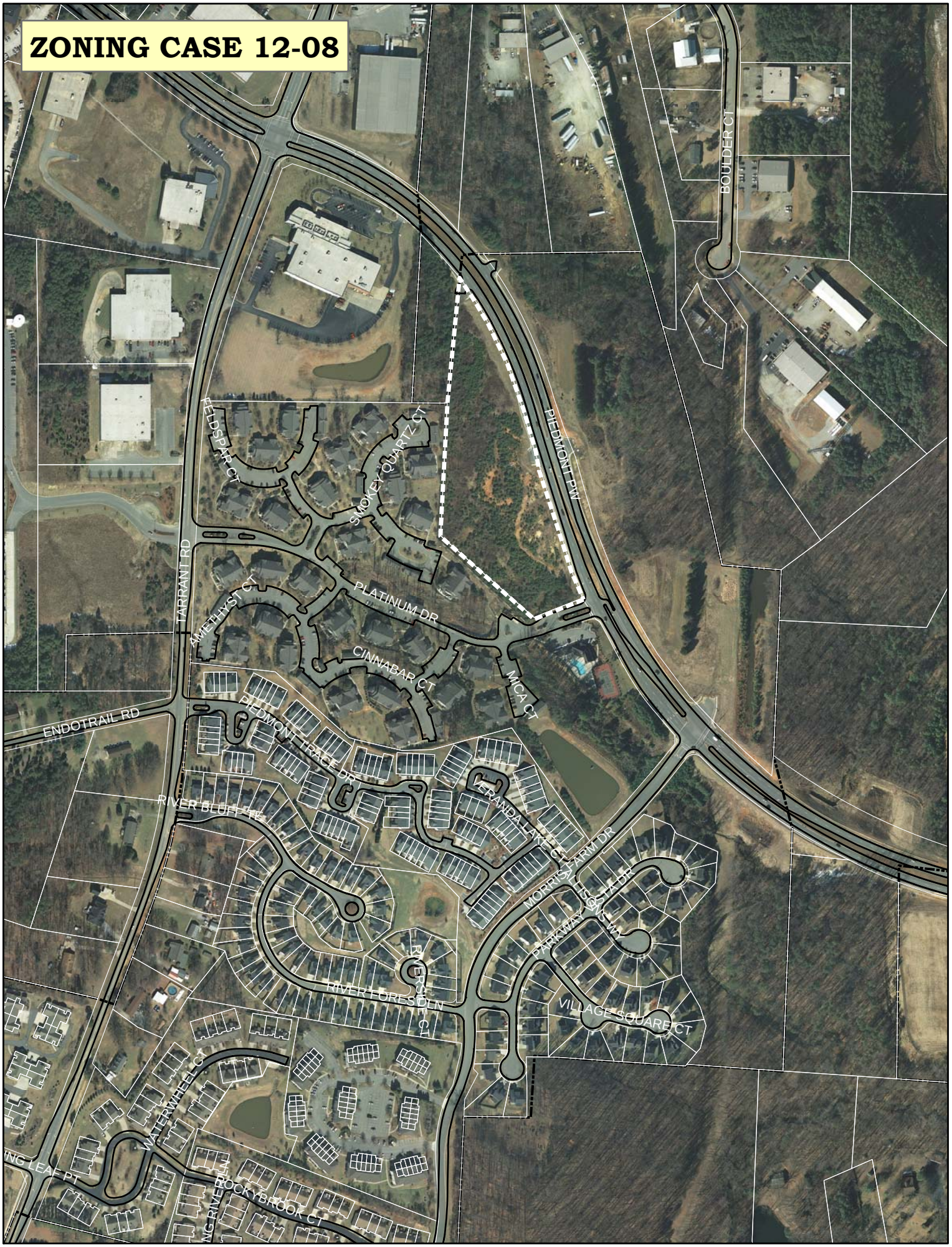
City of High Point

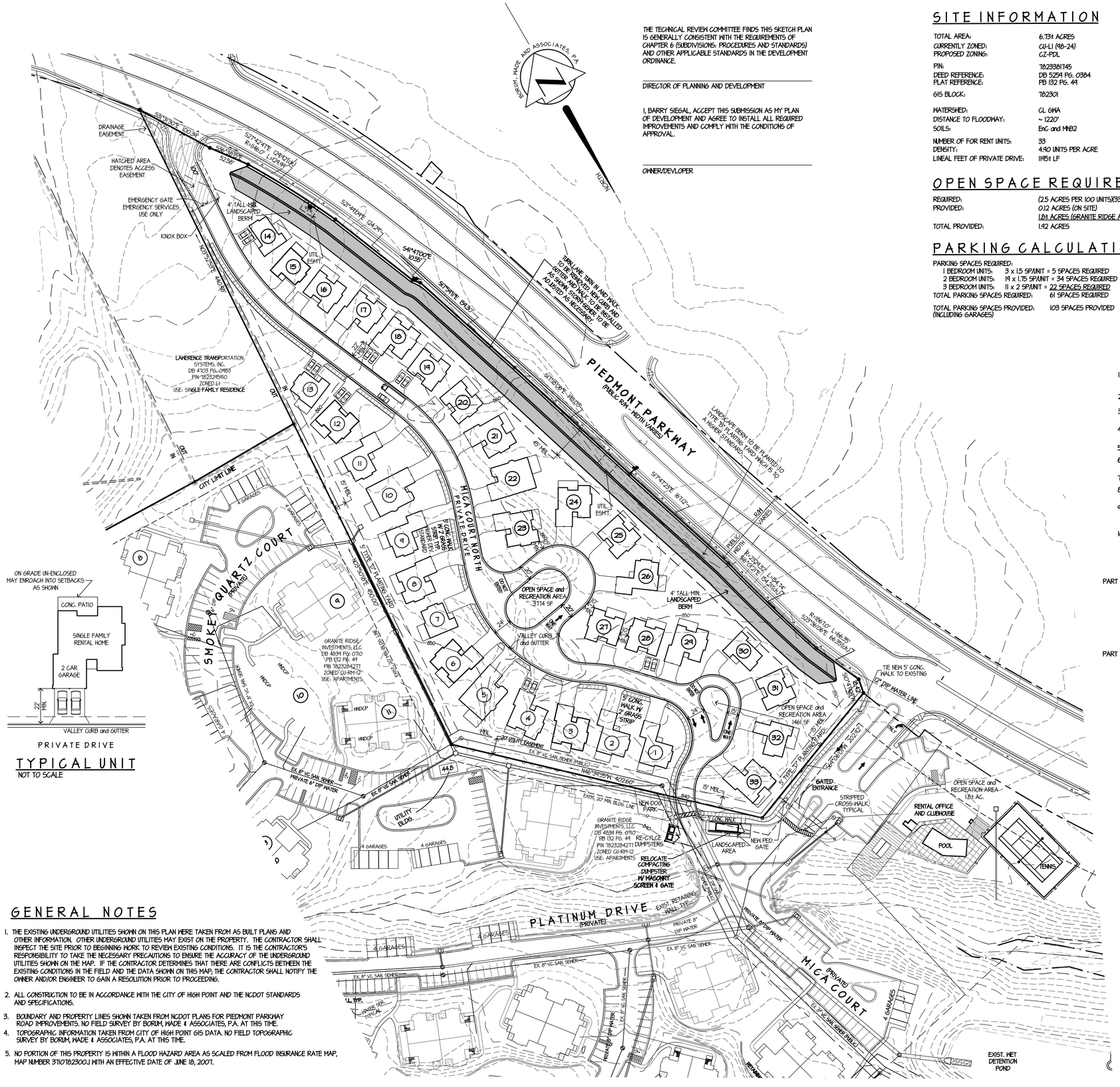
Date: August 14, 2012

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ZONING CASE 12-08
BOULDER CT
PIEDMONT PW
FELDSPAR CT
SMOKEY QUARTZ CT
TARRANT RD
AMETHYST CT
PLATINUM DR
CINNABAR CT
MICA CT
ENDOTRAIL RD
PIEDMONT TRACE DR
RIVER BLUFF TR
GRANDA LAKE CT
MORRIS FARM DR
PARKWAY CENTRAL DR
RIVER FOREST LN
VILLAGE SQUARE CT
WATERWHEEL CT
ROCKY BROOK CT


BORUM, WADE AND ASSOCIATES, P.A.
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, BARRY SIEGAL, ACCEPT THIS SUBMISSION AS MY PLAN OF DEVELOPMENT AND AGREE TO INSTALL ALL REQUIRED IMPROVEMENTS AND COMPLY WITH THE CONDITIONS OF APPROVAL.
OWNER/DEVLOPER
PIEDMONT PARKWAY
PUBLIC RAM - WIDTH VARIES)
SMOKE QUARTZ COURT
(PRIVATE)
MIGA COURT NORTH
PRIVATE DRIVE
PLATINUM DRIVE
(PRIVATE)
MIGA COURT
(PRIVATE)
DRAINAGE EASEMENT
HATCHED AREA DENOTES ACCESS EASEMENT
EMERGENCY GATE EMERGENCY SERVICES USE ONLY
KNOX BOX
4' TALL-MIN LANDSCAPED BERM
LAWRENCE TRANSPORTATION SYSTEMS, INC. DB 4103 PG. 0983 PIN 7823284940 ZONED: LI USE: SINGLE FAMILY RESIDENCE
CITY LIMIT LINE
GRANITE RIDGE INVESTMENTS, LLC DB 4834 PG. 0710 / PB 132 PG. 44 PIN 7823284271 ZONED CU-RM-12 USE: APARTMENTS
OPEN SPACE and RECREATION AREA 3714 SF
OPEN SPACE and RECREATION AREA 1461 SF
OPEN SPACE and RECREATION AREA 1.01 AC.
VALLEY CURB and GUTTER
5' TYPE 'C' PLANTING YARD
TURN LANE TAPER IN AND WALK TO BE REMOVED, NEW CURB AND GUTTER AND 5' WALK TO BE INSTALLED AS SHOWN. STORM DRAIN TO BE ADJUSTED AS NECESSARY.
LANDSCAPE BERM TO BE PLANTED TO TYPE 'D' PLANTING YARD HIGH & TO A HIGHER STANDARD
TIE NEW 5' CONC. WALK TO EXISTING
12" DIP WATER LINE
GATED ENTRANCE
STRIPPED CROSS-WALK TYPICAL
RENTAL OFFICE AND CLUBHOUSE
POOL
TENNIS
NEW DOG PARK
NEW PED GATE
LANDSCAPED AREA
RELOCATE COMPACTING DUMPSTER W/ MASONRY SCREEN & GATE
RE-CYCLE DUMPSTERS
UTILITY BLDG.
4 GARAGES
EXIST. WET DETENTION POND
EX. 8" VC SAN SEWER
PRIVATE 8" DIP WATER
EX. 8" VC SAN SEWER PUBLIC
3' CONC. WALK w/ 2' GRASS STRIP
5' CONC. WALK
GRANITE RIDGE INVESTMENTS, LLC DB 4834 PG. 0710 PB 132 PG. 44 PIN 7823284271 ZONED CU-RM-12 USE: APARTMENTS
GRANITE RIDGE INVESTMENTS, LLC DB 4834 PG. 0710 PB 132 PG. 44 PIN 7823284271 ZONED CU-RM-12 USE: APARTMENTS
LANDSCAPE PLANTING YARD
S24°14'40"E 1234.25'
S24°14'40"E 1035'
S31°41'20"E 1012.37'
S24°14'40"E 1011.37'
S24°14'40"E 1035'
S24°14'40"E 1035'
S24°14'40"E 1035

Planned Unit Development Statement of Intent.

Applicant: BSC Holdings, Inc. Date: June 11, 2012

a) The applicant intends to develop 33 single-family detached dwelling as rental units on this one parcel. The intent is to build and operate the 33 single-family detached dwelling project as a rental development.

b) There is no intent to subdivide the property or to create individual lots or condominium units for individual ownership. The PUD zoning approval and PUD Master Plan for this site provides no provision for subdivision of land.

c) The intent is to build a high-end rental development with on-site amenities. Single-family structures will have brick veneer in the front façade. Target market of the rental units will be individuals who work in the Piedmont Center Business Park. This development will bring a high value to the area; dwelling units will be maintained as rental units and will be managed by the staff of the abutting Granite Ridge Apartment Complex, which is also owned by the applicant of the zoning request.

d) The intent is for the Granite Ridge Apartment Complex and this new 33-unit rental development to function as a cohesive unified development. The existing private gate entrance to the apartment complex (Platinum Drive) will be the main entrance to this new rental development. All tenants of this 33-unit rental development will have access to the Granite Ridge Apartments Recreational and Amenity areas.

e) The intent is for units to be limited to a maximum of two stories in height, wood framed, and a brick and vinyl siding veneer compatible in architecture to the adjoining Granite Ridge Apartment Complex.

f) Access to the 33 single-family unit development will be restricted to one access point from the Granite Ridge Apartments by extension of a private street. Emergency access into the site will be provided by the continuation of a private street through the zoning site to Piedmont Parkway at the existing curb cut located on the most northern portion of the site adjacent to tax parcel 0154709, currently owned by Lawrence Transportation. The private street will be gated and a knox box, for emergency personal access, will be provided as shown on the PUD Master Plan.

g) All streets in the development are private. No city services will be needed.

h) No parking lots will exist in this 33-unit development. Each house will have a driveway wide enough to fit two cars. Each house will have its own landscaping consisting of a tree, bushes, etc

i) There will also be a landscape buffer, with a berm, installed between the sidewalk along Piedmont Parkway and the single family structures in the development. The berm will be a minimum of 4 feet tall as measured from the sidewalk along Piedmont Parkway and the homes will sit at least a foot below the sidewalk level.

PROPOSED USES AND CONDITIONS FOR A CONDITIONAL ZONING DISTRICT
CITY OF HIGH POINT, NORTH CAROLINA

Zoning Case 12-08
Conditional Zoning Planned Unit Development – Limited District
(CZ-PDL)

June 29, 2012
(Submitted)

The property owner requests a Conditional Zoning District on the property described in this document and offers the following conditions to be placed on the property. If adopted by the City Council, then these conditions contained herein will be incorporated into the Conditional Zoning District ordinance of adoption. These conditions are not valid unless affirmed by the property owner or authorized representative or representative with an approved power of attorney. The City Council and the property owner or authorized representative must agree on revisions or additional conditions prior to the approval of this Conditional Zoning District.

Part I. USES:

A. Thirty-three (33) single-family detached dwelling units.

B. The property herein described shall be perpetually bound by the use(s) authorized and condition(s) imposed, unless subsequently changed or amended as provided for by the Development Ordinance. Except as provided for in this Conditional Zoning Ordinance, all requirement and standards of the Development Ordinance shall be required to be met and development of the site is subject to requirements of the City of High Point Development Ordinance. Development of the site shall be substantially consistent with the PUD Master Plan.

Part II. CONDITIONS:

A. Development and Dimensional Requirements.

1) Dimensional Requirements are as follows:

Minimum street setback (Major thoroughfare - Piedmont Parkway): ——	45 ft. R/W
Minimum street setback Private Drive (front setback measured from edge of curb of private drive) • Where no sidewalk is located along private drive—————— • Where sidewalk is located along the private drive——————	 22 ft 25 ft.
Private Drive (side corner measured from edge of curb of private drive)	10 ft.
Minimum Interior Setback (rear & side yard measured from property line):	15 ft.
Minimum Building Separation:	10 ft.
Maximum Building Height: (maximum of two stories in height)	50 ft.
Accessory Structures • No detached accessory storage building(s) shall be permitted. This condition	

shall not prohibit accessory amenity structures within the common area such as gazebos or similar structures.
- At grade, decks or patios may encroach five (5) feet into rear yard setback area.
- Enclosed patios/sun rooms, etc shall meet above noted principal building setback standards.

B. Landscaping, Buffers and Screening.
   1) A minimum thirty (30) foot wide Type B planting yard shall be installed along the Piedmont Parkway frontage of the zoning site. A minimum four (4) foot high landscaped berm shall be installed along the Piedmont Parkway frontage of the zoning site.

   2) All trash holding receptacles and/or dumpsters shall be screened from view of any public right-of-way and from all adjoining residentially zoned properties and/or uses.

C. Recreational Amenities.
   1) All tenants of this property will have access to Granite Ridge Apartments Recreational and Amenity areas.

D. Transportation Conditions.
   1) Access: This rezoning site shall take access through the existing access points on Piedmont Parkway
      a) The eastern access point will be through Platinum Drive.
      b) The existing western access point must be shared access with Guilford County Tax Parcel #0154709.
      c) Close the existing full movement access point, which is located approximately in the center of the rezoning site.

   2) The City of High Point Transportation Director and the North Carolina Department of Transportation shall approve all construction and improvements.

DESCRIPTION OF PROPERTY: An approximately 6.7 acre parcel lying along the west side of Piedmont Parkway and north of Platinum Drive. The property is also known as Guilford County Tax Parcel 0210376.

Transportation

NORTH CAROLINA'S INTERNATIONAL CITY™

June 22, 2012

To: Lee Burnette, Director of Planning and Development

From: Mark McDonald, P.E., Transportation Director

Subject: Rezoning Case #12-08, BSC Holdings, LLC. Property located west of Piedmont Parkway approximately 800' east of Tarrant Road.

My staff and I have reviewed the rezoning request and have the following comments:

A traffic impact analysis was not required for this development. To require a traffic study the proposed development must be expected to produce at least one hundred and fifty (150) trips in the AM or PM peak hour. In order to mitigate the development's impact on the surrounding roadway network the following improvements will be required on Piedmont Parkway:

Access

This rezoning site shall take access through the existing access points on Piedmont Parkway.

- The eastern access point will be through Platinum Drive.
- The existing western access point must share access with parcel # 7823295910.
- Close the existing full movement access point which is located approximately in the center of the rezoning site.

The City of High Point Transportation Director and the North Carolina Department of Transportation shall approve all construction and improvements.

If you have any questions or would like to further discuss this case, please advise.

City of High Point, P.O. 230, 211 South Hamilton Street, High Point, NC 27261 USA
Office: 336.883.3225 Fax: 336.883.8568 TDD: 336.883.8517

Citizens Information Meeting Report
Zoning Case 12-08

Submitted by: Amanda Williams on behalf of
BSC Holdings, Inc.

BSC Holdings Inc.

P.O. Box 8306
Greensboro, North Carolina 27419

Phone: 336-292-9010
Fax: 336-632-0207

June 26, 2012

Herbert K. Shannon Jr, AICP
Senior Planner & Zoning Coordinator
City of High Point
211 S. Hamilton Street
High Point, NC 27260

RE: Neighborhood Meeting Report

We have sent out letters to all property owners within 300 feet of our site with a brief summary of our development proposal and our contact information here at the office. We also have gone so far to invite them to meet with us this Friday here in our office to further discuss our development plans. I have included for your information a copy of the letter, site plan, and map that we have sent to the surrounding property owners. I have also listed below the property owners and their contact information. We will send you a summary of any telephone conversations we have with the adjacent property owners and copy of emails received, if any, or minutes of any meetings we may have with adjoining property owners on Friday. Please let me know if you need any more information and we will happy to provide it.

Surrounding Property Owners within 300 feet:

Lawrence Transportation
ATTN: Larry Harris
1101 Tarrant Road
Greensboro, NC 27410
Lharris@lawrencetransportation.com
Sent via email

Granite Ridge Investments, LLC
ATTN: Barry Siegal
PO Box 8306
Greensboro, NC 27419

Cross Engineering and Sales
ATTN: Steve Earley
4400 Piedmont Parkway
Greensboro, NC 27410
Steve.carley@crossco.com
Sent via email

Seager Investments, LLC
ATTN: Carl E. Seager
70 Park Village Lane
Greensboro, NC 27455
carl@seagerwp.com
Sent via email and regular mail

Please let me know if you need anything else.

Sincerely,

Amanda Williams

BSC Holdings Inc.

P.O. Box 8306
Greensboro, North Carolina 27419

Phone: 336-292-9010
Fax: 336-632-0207

June 26, 2012

Larry Harris
Lawrence Transportation
1101 Tarrant Road
Greensboro, NC 27410

RE: Rezoning of Subject Property (Pin # 7823381745)

Gentlemen:

This letter is being sent to you in accord with the City of High Point policy to notify adjacent property owners within 300 feet of a requested rezoning of real property. I write to advise you that Granite Ridge Investments, LLC has agreed purchase a 6.73 acre tract from Parkway Associates, LLC to construct 33 detached dwelling units for rent as an extension of the Granite Ridge Apartment Complex. Access to these units will be thru the Granite Ridge Apartment Complex as shown on the attached site plan prepared by Borum, Wade and Associates. I have also provided a map of the subject property showing the property and the surround properties. The private drive that will be constructed thru this 6.73 acre tract will tie onto Piedmont Parkway and serve as a secondary access for this site for emergency purposes only. There will be a gate to restrict access into and out of this site, but will afford emergency personnel the required secondary access into this site. The drive that will connect to Piedmont Parkway will tie into Piedmont Parkway at the location of the existing right turn lane on the northern end of the site. We will close the access point into this site in the middle of the property (as noted on the attached site plan). The median opening in Piedmont Parkway will remain as is.

The site plans submitted to the City of High Point for the rezoning of this site from Light Industrial to a PUD will require us to construct a landscape berm along Piedmont Parkway and reconstruct the sidewalk. The detached units shown on the site plan range from 1,023 square feet to 1,718 square feet, some with two car garages and will rent from approximately $1,025 to $1,560 per month. The units will be architecturally compatible to the units at Granite Ridge.

We would be pleased to provide you with any additional information that you may desire on this development. Accordingly, you may call us directly at (336) 292-9010 and ask to speak to Amanda or myself. Alternatively, you may meet with us on Friday morning anytime from 9 am to 2 pm in our office at 3411- D West Wendover Avenue to review the proposed site plan and discuss in greater detail this project.

Sincerely,

Barry Siegal

BSC Holdings Inc.

P.O. Box 8306
Greensboro, North Carolina 27419

Phone: 336-292-9010
Fax: 336-632-0207

June 26, 2012

Steve Earley
Cross Engineering and Sales
4400 Piedmont Parkway
Greensboro, NC 27410

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Sincerely,

Barry Siegal

BSC Holdings Inc.

P.O. Box 8306
Greensboro, North Carolina 27419

Phone: 336-292-9010
Fax: 336-632-0207

June 26, 2012

Carl E. Seager
Seager Investments, LLC
70 Park Village Lane
Greensboro, NC 27455

RE: Rezoning of Subject Property (Pin # 7823381745)

Gentlemen:

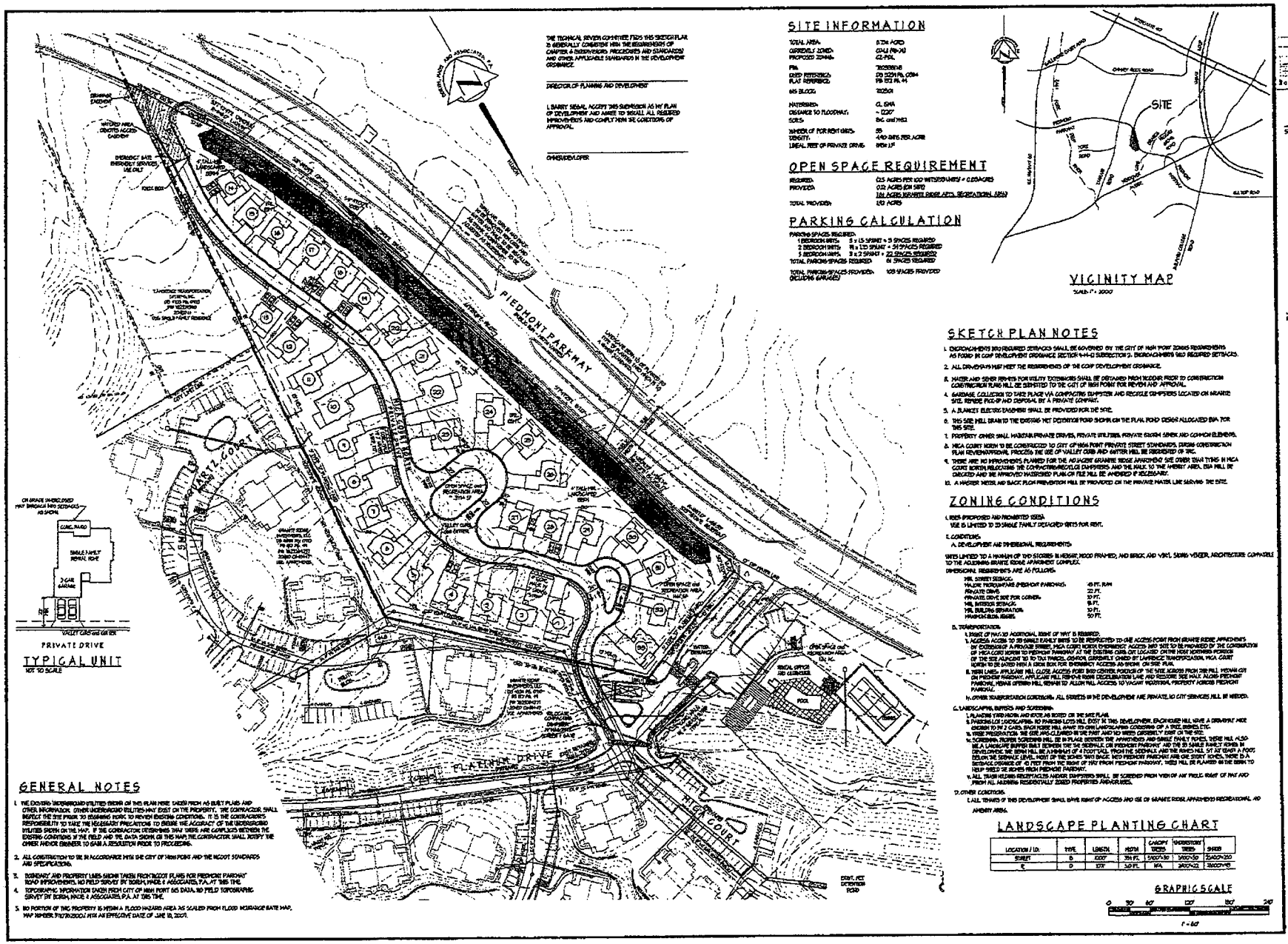
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Sincerely,

Barry Siegal



THE TECHNICAL REVIEW COMMITTEE FINDS THIS SKETCH PLAN IS GENERALLY CONSISTENT WITH THE REQUIREMENTS OF CHAPTER 4 (ADMINISTRATION, PROCEDURES AND STANDARDS) AND OTHER APPLICABLE STANDARDS IN THE DEVELOPMENT ORDINANCE.

DIRECTOR OF PLANNING AND DEVELOPMENT

I, BARRY SEIBAL, 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 INFORMATION

TOTAL AREA:	8.724 ACRES
CURRENTLY ZONED:	CU-LI (16-74)
PROPOSED ZONING:	CZ-PDL
PIN:	7829991416
DEED REFERENCE:	DB 5529/478, CORR
PLAT REFERENCE:	PB 172 PG 44
GIS BLOCK:	782991
WATERSHED:	GL EMA
DISTANCE TO FLOODWAY:	~ 1200'
SOILS:	BnC and HtG3
NUMBER OF FOR RENT UNITS:	29
DENSITY:	4.40 UNITS PER ACRE
LINEAL FEET OF PRIVATE DRIVE:	3456 LF

OPEN SPACE REQUIREMENT

REQUIRED:	0.25 ACRES PER 100 WATERSHED = 0.0 SPACES
PROVIDED:	0.22 ACRES (ON SITE)
	1.84 ACRES (GRANITE RIDGE APTS. RECREATION AREA)
TOTAL PROVIDED:	1.93 ACRES

PARKING CALCULATION

PARKING SPACES REQUIRED:

1 BEDROOM UNITS:	5 x 1.5 SPACE = 7.5 SPACES REQUIRED
2 BEDROOM UNITS:	19 x 1.25 SPACE = 24 SPACES REQUIRED
3 BEDROOM UNITS:	3 x 2 SPACE = 6 SPACES REQUIRED
TOTAL PARKING SPACES REQUIRED:	61 SPACES REQUIRED
TOTAL PARKING SPACES PROVIDED (INCLUDING GARAGES):	109 SPACES PROVIDED

VICINITY MAP

SCALE: 1" = 2000'

SKETCH PLAN NOTES

1. ENCROACHMENTS INTO REQUIRED SETBACKS SHALL BE GOVERNED BY THE CITY OF HIGH POINT ZONING REQUIREMENTS AS FOUND IN CITY DEVELOPMENT ORDINANCE SECTION 9-4-5 SUBSECTION D. ENCROACHMENTS INTO REQUIRED SETBACKS.
2. ALL DRIVEWAYS MUST MEET THE REQUIREMENTS OF THE CITY DEVELOPMENT ORDINANCE.
3. WATER AND SEWER PERMITS FOR UTILITY EXTENSIONS SHALL BE OBTAINED FROM NCDENR PRIOR TO CONSTRUCTION. CONSTRUCTION PLANS WILL BE SUBMITTED TO THE CITY OF HIGH POINT FOR REVIEW AND APPROVAL.
4. GARBAGE COLLECTION TO TAKE PLACE VIA COMPACTING DUMPSTER AND RECYCLE DUMPSTERS LOCATED ON GRANITE RIDGE APTS. REMOTE PICK-UP AND DISPOSAL BY A PRIVATE COMPANY.
5. A BLANKET ELECTRIC EASEMENT SHALL BE PROVIDED FOR THE SITE.
6. THIS SITE WILL DRAIN TO THE EXISTING WET DETENTION POND SHOWN ON THE PLAN. POND DESIGN ALLOCATED BMA FOR THIS SITE.
7. PROPERTY OWNER SHALL MAINTAIN PRIVATE DRIVES, PRIVATE UTILITIES, PRIVATE STORM SEWER AND COMMON ELEMENTS.
8. HICA COURT NORTH TO BE CONSTRUCTED TO CITY OF HIGH POINT PRIVATE STREET STANDARDS. DURING CONSTRUCTION PLAN REVIEW/APPROVAL PROCESS, THE USE OF VALLEY CURB AND GUTTER WILL BE RESEARCHED BY THE CITY.
9. THERE ARE NO IMPROVEMENTS PLANNED FOR THE ADJACENT GRANITE RIDGE APARTMENT SITE OTHER THAN THOSE IN HICA COURT NORTH RELOCATING THE DUMPSTER/RECYCLE DUMPSTERS AND THE WALK TO THE PATRIOT AREA. BMA WILL BE DISCARDED AND THE APPROVED WATERSHED PLAN ON FILE WILL BE AMENDED IF NECESSARY.
10. A MASTER METER AND BACK FLOW PREVENTION WILL BE PROVIDED ON THE PRIVATE WATER LINE SERVING THE SITE.

ZONING CONDITIONS

I. USES PROPOSED AND PROHIBITED USES:
USE IS LIMITED TO 29 SINGLE FAMILY DETACHED UNITS FOR RENT.

II. CONDITIONS:
A. DEVELOPMENT AND DIMENSIONAL REQUIREMENTS:

UNITS LIMITED TO A MAXIMUM OF TWO STORIES IN HEIGHT, WOOD FRAMED, AND BRICK AND VINYL SIDING VENEER, ARCHITECTURE COMPATIBLE TO THE ADJOINING GRANITE RIDGE APARTMENT COMPLEX.

DIMENSIONAL REQUIREMENTS ARE AS FOLLOWS:

MIN. STREET SETBACK:	
MAJOR THOROUGHFARE (FREEWAY PARKWAY):	45 FT. PLAN
PRIVATE DRIVE:	22 FT.
PRIVATE DRIVE SIDE FOR CORNER:	10 FT.
MIN. INTERIOR SETBACK:	5 FT.
MIN. BUILDING SEPARATION:	10 FT.
MAXIMUM BLDG. HEIGHT:	50 FT.

B. TRANSPORTATION:
1. RIGHT OF WAY TO BE ADDITIONAL RIGHT OF WAY IS REQUIRED.
2. ACCESS: ACCESS TO 29 SINGLE FAMILY UNITS TO BE RESTRICTED TO ONE ACCESS POINT FROM GRANITE RIDGE APARTMENTS OR EXTENSION OF A PUBLIC STREET, HICA COURT NORTH. EMERGENCY ACCESS AND SITE TO BE PROVIDED BY THE EXTENSION OF HICA COURT NORTH TO PIEDMONT PARKWAY AT THE EXISTING CURB CUT LOCATED ON THE MOST NORTHERN PORTION OF THE SITE ADJACENT TO TAX PARCEL 0269104 (CURRENTLY OWNED BY LAWRENCE TRANSPORTATION, HICA COURT NORTH TO BE GATED WITH A KNOX BOX FOR EMERGENCY ACCESS AS SHOWN ON SITE PLAN.
3. NEW LANE: APPLICANT WILL CLOSE ACCESS POINT INTO CENTER PORTION OF THE SITE ACROSS FROM 3RD HILL WORK OFF PIEDMONT PARKWAY. APPLICANT WILL REMOVE NEW DECELERATION LANE AND RESTORE SIDE WALK ALONG PIEDMONT PARKWAY. MEANS OF EGRESS WILL REMAIN TO ALLOW FULL ACCESS TO VACANT PROPERTY, PROPERTY ACROSS PIEDMONT PARKWAY.
4. OTHER TRANSPORTATION CONDITIONS: ALL STREETS IN THE DEVELOPMENT ARE PRIVATE, NO CITY SERVICES WILL BE NEEDED.

C. LANDSCAPING, BUFFERS AND SCREENING:
1. PLANTING YARD WIDTH AND STYLE AS NOTED ON THE SITE PLAN.
2. PARKING LOT LANDSCAPING: NO PARKING LOTS WILL EXIST IN THIS DEVELOPMENT, EACH HOME WILL HAVE A DRIVEWAY AND GARAGE TO PARK 2 CARS. EACH HOME WILL HAVE ITS OWN LANDSCAPING CONSISTING OF A TREE, BUSHES, ETC.
3. TREE PRESERVATION: THE SITE HAS BEEN CLEARED IN THE PAST AND NO MATURE GROWTH EXIST ON THE SITE.
4. LANDSCAPING SCREENING WILL BE IN PLACE BETWEEN THE APARTMENTS AND SINGLE FAMILY HOMES. THERE WILL ALSO BE A LANDSCAPE BUFFER STRIP BETWEEN THE SW SIDEWALK OF PIEDMONT PARKWAY AND THE 29 SINGLE FAMILY HOMES IN DEVELOPMENT. THE BERM WILL BE A MINIMUM OF 4 FOOT TALL FROM THE SIDEWALK AND THE BASE WILL SIT AT GRADE A FOOT BELOW THE SIDEWALK LEVEL. MOST OF THE HOMES TWO STORY BACK INTO PIEDMONT PARKWAY AND ARE ONE STORY. THERE IS A GARBAGE DISTANCE OF 40 FEET FROM THE RIGHT OF WAY FROM PIEDMONT PARKWAY. THERE WILL BE PLANTED ON THE BERM TO HELP SHIELD 29 HOMES FROM PIEDMONT PARKWAY.
5. ALL TRASH HOLDING RECEPTACLES AND/OR DUMPSTERS SHALL BE SCREENED FROM VIEW OF ANY PUBLIC RIGHT OF WAY AND FROM ALL ADJOINING RESIDENTIALLY ZONED PROPERTIES AND/OR USES.

D. OTHER CONDITIONS:
1. ALL TENANTS OF THIS DEVELOPMENT SHALL HAVE RIGHT OF ACCESS AND USE OF GRANITE RIDGE APARTMENTS RECREATIONAL AND AMENITY AREA.

LANDSCAPE PLANTING CHART

LOCATION / I.D.	TYPE	LENGTH	WIDTH	CANOPY TREES	UNDERSTORY TREES	SHRUBS
STREET	B	1000'	35 FT.	1/400'=3.0	1/100'=3.0	25/400'=250
R	D	175'	3.0 FT.	N/A	2/400'=1.2	25/400'=18

GRAPHIC SCALE

0 30 60' 120' 180' 240'

1" = 60'

GENERAL NOTES

1. THE EXISTING UNDERGROUND UTILITIES SHOWN ON THIS PLAN WERE TAKEN FROM AS BUILT PLANS AND OTHER INFORMATION. OTHER UNDERGROUND UTILITIES MAY EXIST ON THE PROPERTY. THE CONTRACTOR SHALL INSPECT THE SITE PRIOR TO BEGINNING WORK TO REVIEW EXISTING CONDITIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO TAKE THE NECESSARY PRECAUTIONS TO INSURE THE ACCURACY OF THE UNDERGROUND UTILITIES SHOWN ON THE PLAN. IF THE CONTRACTOR DETERMINES THAT THERE ARE CONFLICTS BETWEEN THE EXISTING CONDITIONS IN THE FIELD AND THE DATA SHOWN ON THIS MAP, THE CONTRACTOR SHALL NOTIFY THE OWNER AND/OR ENGINEER TO GAIN A RESOLUTION PRIOR TO PROCEEDING.
2. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH THE CITY OF HIGH POINT AND THE NCDOT STANDARDS AND SPECIFICATIONS.
3. BOUNDARY AND PROPERTY LINES SHOWN TAKEN FROM DEED PLANS AND PIEDMONT PARKWAY ROAD IMPROVEMENTS. NO FIELD SURVEY BY BOHN, WADE & ASSOCIATES, P.A. AT THIS TIME.
4. TOPOGRAPHIC INFORMATION TAKEN FROM CITY OF HIGH POINT GIS DATA. NO FIELD TOPOGRAPHIC SURVEY BY BOHN, WADE & ASSOCIATES, P.A. AT THIS TIME.
5. NO PORTION OF THIS PROPERTY IS WITHIN A FLOOD HAZARD AREA AS SCALED FROM FLOOD INSURANCE RATE MAP, MAP NUMBER 3510782000J WITH AN EFFECTIVE DATE OF JUNE 18, 2007.

BWA
Bohn, Wade and Associates, P.A.
643 Bryan Grey, Suite 108, Greensboro, NC 27409-2511
PO Box 27163 Greensboro, NC 27425-7163
Phone: 336.275-8477 Fax: 336.273-4719
www.bohnwade.com
N.C. License # C-0168

SEALS:

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT SEAL 10771 CHRISTOPHER M. WADE

6/15/12

PROJECT:

GRANITE RIDGE VILLAS

4330 PIEDMONT APPKWAY
HIGH POINT TOWNSHIP, GUILFORD COUNTY
HIGH POINT, NORTH CAROLINA

OWNER/DEVELOPER:

PARKWAY ASSOCIATES, LLC
PO BOX 9702
GREENSBORO, NORTH CAROLINA 27404
(336) 617-0400
CONTACT: BARRY SEIBAL

DRAWN BY:	MRD
DATE:	DEC 19, 2011
REVISED:	

SHEET TITLE:
PUD SKETCH and UNIFIED DEVELOPMENT PLAN

FILE NO:	NWbohn__Seibal\dwg-6-6-12\S1.dwg
DRAWING SCALE:	1" = 60'
PLAN SHEET NO.	S-1

CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT

STAFF REPORT
RIGHT-OF-WAY ENCROACHMENT CASE 12-05
September 17, 2012

Request	
Applicant: Stanley Furniture	**Proposal:** Allow an existing and proposed wall, and existing landscaping to encroach up to approximately 4 feet into the eastern limits of the North Hamilton Street right-of-way.

Adjacent Streets		
Name:	**Classification:**	**R/W and Pavement Width:**
North Hamilton Street	Major Thoroughfare	60 ft. R/W and 41 foot curb & gutter (+/-)

Analysis

The applicant is requesting to allow an existing decorative wall to remain within the North Hamilton Street right-of-way. The applicant is also proposing to construct a new decorative wall along the North Hamilton Street frontage. Approximately 35 linear feet of this wall would be located in the right-of-way. The applicant describes this wall as being 3 to 4 feet in height, having an EIFS finish and a decorative ornamental rail above the solid wall base.

There is an existing courtyard at the location of the encroachment that serves as an entry plaza into the building, which is utilized as a market showroom. This courtyard features a decorative walkway that extends out the sidewalk of North Hamilton Street. This area is partially enclosed by the existing wall and fence. The proposed wall, along with the proposed gate across the decorative walkway, would complete the enclosure. The applicant is proposing to landscape a small natural area just within the proposed wall. Some of the proposed landscaping would likely encroach into the street right-of-way.

The Technical Review Committee reviewed this request on August 29, 2012, and determined that the proposed encroachment would not hider sight visibility, or reduce the width of the existing sidewalk (which is 5.5 feet in width adjacent to the proposed wall). The TRC did not that there are several utilities located in the existing sidewalk, including a fiber-optic trunk line. TRC notes that these utilities must be located prior to construction so that they are not endangered, and further notes that they would not support any further encroachments that would result in a reduction in width of the sidewalk.

This site is located in the Central Business (CB) zoning district. A drawing showing the existing and new wall encroachments, and a written legal description of the area of the encroachment, are attached.

Findings

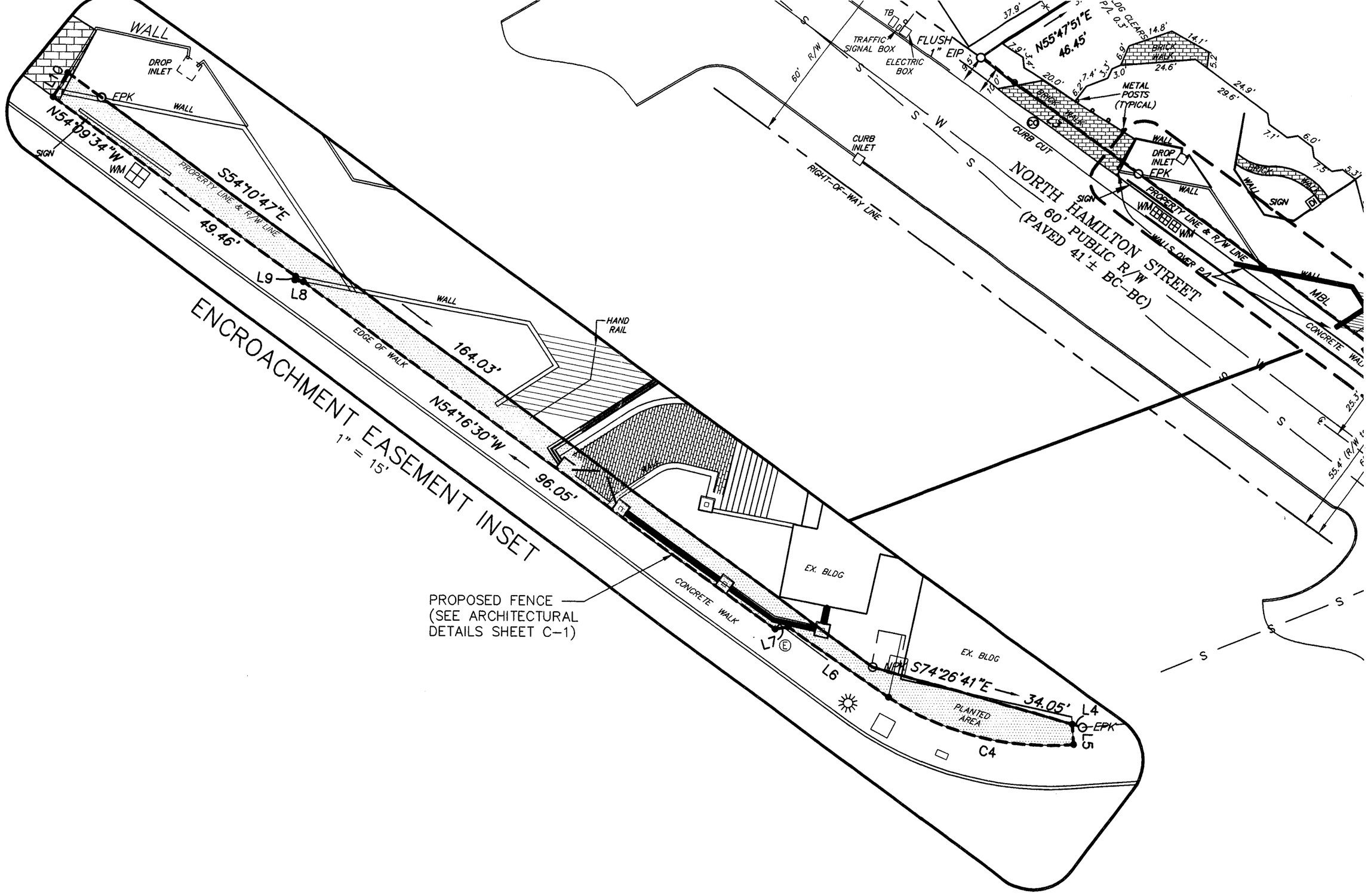
The Technical Review Committee (TRC) supports the encroachment agreement as signed by the Stanley Furniture. The proposal would not hinder sight visibility for motorist using North Hamilton Street, and would not reduce the width of the existing sidewalk.

Recommendation

TRC recommends approval of the requested right-of-way encroachment.

Report Preparation

This report was prepared by Planning and Development Department staff member Doug Loveland AICP, and was reviewed by Mark Schroeder, AICP and Bob Robbins AICP.



DRAWING NAME: P:\2012\120168\120168_BASE_C3D09.dwg - 24x36_SURV - 8/22/2012 10:26 AM

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Dev. # 7800

Ref. 4640

Rcpt # 441219

"Shaping a more livable High Point"

PLANNING AND DEVELOPMENT DEPARTMENT
DEVELOPMENT SERVICES DIVISION
CITY OF HIGH POINT
NORTH CAROLINA

Staff Use Only
Filing Date:
Case No.:
Payment:
Approval Date:

RIGHT-OF WAY ENCROACHMENT PETITION

To the City Council of the City of High Point:

We, the undersigned, owners of the land abutting upon the street rights-of-way herein to be encroached, do hereby petition the City Council to grant an encroachment agreement hereinafter generally described as follows:

Location of Encroachment 200 N. HAMILTON STREET

Legal Description of Encroachment Area (Metes and Bounds):

COMMENCING from an existing pk nail, said point also being "DMP-12" having NAD 83 coordinates of N: 805,145.407, E: 1,702,657.784, thence North 03°27'09" West, 850.70 feet (Grid Distance) to an existing nail having NAD 83 coordinates of N: 805,994.563 E: 1,702,606.552, said point also being in the Northern right of way of East English Road; thence with the Northern right of way of East English Road and the Eastern right of way of North Hamilton Street North 74°26'41" West, 1.80 feet to a new point with the 60 foot public right of way of North Hamilton Street; said point further described as the point and place of BEGINNING; thence South 41°16'38" East, 3.31 feet to a point within the right-of-way; thence with a curve having a chord bearing of North 76°11'45" West, a chord length of 31.98 feet, radius of 47.37 ft and an arc of 31.37 feet to a point along the sidewalk within N Hamilton Street right-of-way; thence along the sidewalk North 55°18'31" West, 20.01 feet; thence South 79°35'08" West, 2.21 feet; thence North 54°16'30" West, 96.05 feet along the back edge of sidewalk to a point; thence North 79°41'11" West, 1.40 feet to a point; thence North 10°47'10" East, 0.67 feet to a point on the back edge of walk; thence North 54°09'34" West, 49.46 feet to a point; thence North 30°22'37" East, 4.65 feet to a point along the right-of-way of North Hamilton Street; thence running with the right-of-way, South 54°10'47" East, 164.03 feet to a point; thence South 74°26'41" East, 34.05 feet to the point and place of BEGINNING.

The above described easement contains 901 ± Square Feet and is provided for wall, sign, fence and planting encroachments.

1) Ronald W. Blair — IMC, 209 S. Main St HP NC 27260 — 888 3730
Property Owner (printed name) — Address — Phone

Ronald W. Blair Director of Facilities + Maint.
Property Owner's Signature

2) _____ — _____ — _____
Property Owner (printed name) — Address — Phone

_____
Property Owner's Signature

(use additional sheets, if necessary)

Publish four (4) consecutive weeks: **September 21 & 28, October 5, & 12, 2012**

RESOLUTION OF INTENT TO CONSIDER A STREET ABANDONMENT (Case # SA12-09)

WHEREAS, the City Council is requested to abandon an unnamed public alley located north of Richardson Avenue, being further described as the public alley east of and abutting property identified as 600 North Main Street;

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

NOW, THEREFORE BE IT RESOLVED, THAT THE COUNCIL declares its intent to consider the abandonment of the street above-described and sets Monday, October 15, 2012, at 5:30 p.m. as the date for said public hearing before the Council of the City of High Point, in the Council Chambers of the Municipal Building in High Point, on the abandonment of said street.

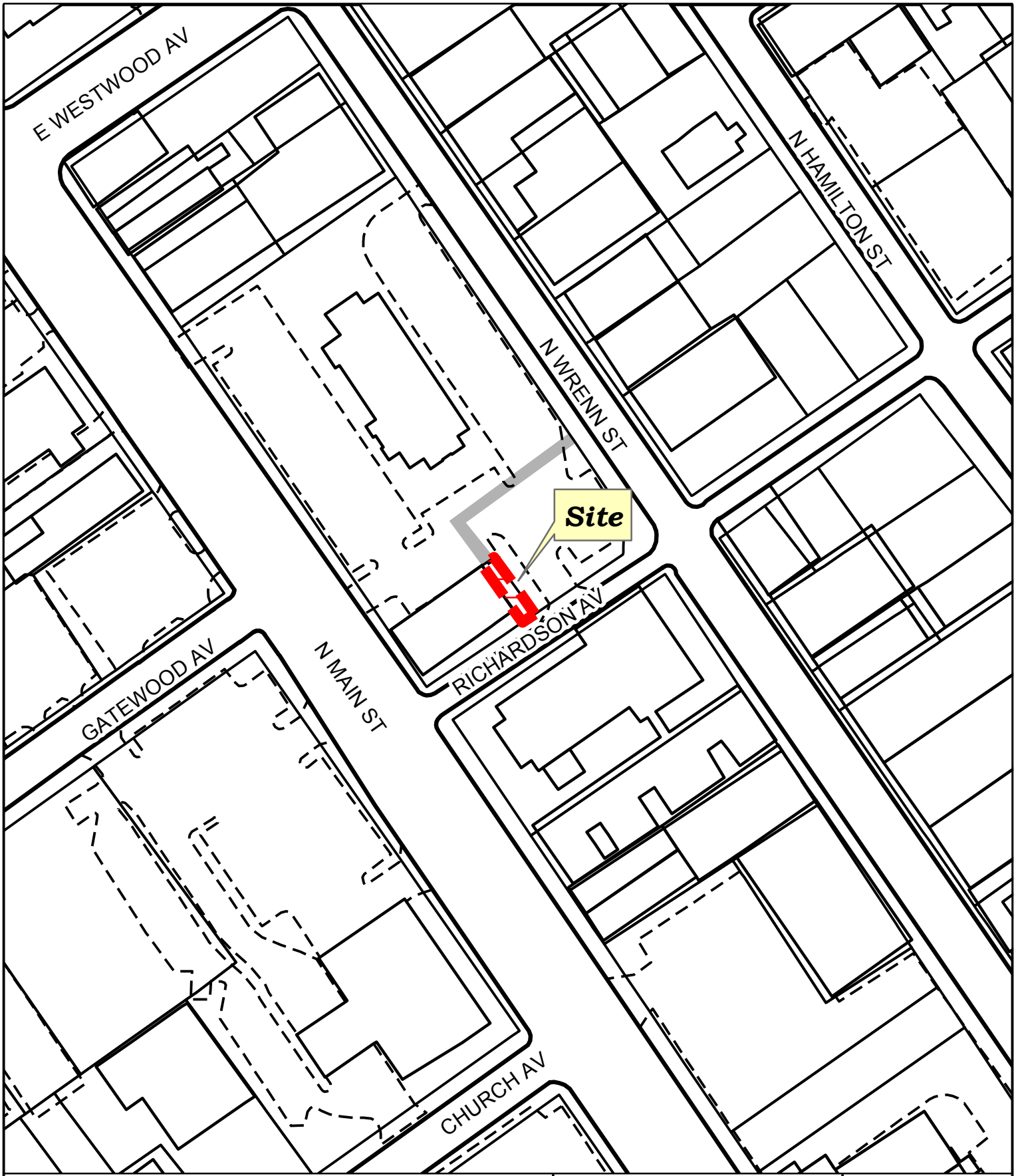
Persons wishing to be heard either for or against the said street abandonment are asked to be present for the hearing. The meeting facilities of the City of High Point are accessible to people with disabilities. If you need a special accommodation, call 336/883-3298 or TDD# 336/883-8517.

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

By Order of the City Council
This the 17th day of September, 2012.

Lisa B. Vierling, City Clerk

Petition Submitted By: City of High Point



STREET ABANDONMENT REQUEST SA12-09

Applicant: City of High Point
Area: 0.014 acre

Location of requested street abandonment

Previously abandoned right-of-ways

Department of Planning and Development

City of High Point

Date: September 7, 2012

N

Scale: 1"=100'

y:/ba-pz/2012/pz/sa12-09.mxd

City Attorney

JoAnne L. Carlyle

NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

TO: Mayor and City Council

FROM: JoAnne Carlyle

RE: Condemnation – September 17, 2012 Agenda
Penny Road Transmission Line
2725 NC 68 South, High Point, NC

This is to request authorization to begin condemnation proceedings on the property described in Deed Book 3777, Page 747 of the Guilford County Registry located 2725 NC 68 South, High Point, North Carolina.

On August 8, 2012 the property owners were mailed a certified letter giving them 30 days notice of our intention to begin condemnation proceedings. A copy of the map showing the area in question is attached.

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

City of High Point, P.O. 230, 211 South Hamilton Street, High Point, NC 27261 USA
Phone: 336.883.3301 Fax: 336.883.2129
E-mail: joanne.carlyle@highpointnc.gov

EXHIBIT C

RESOLUTION AUTHORIZING CONDEMNATION TO ACQUIRE A PORTION OF CERTAIN PROPERTY IN CONNECTION WITH THE PENNY ROAD TRANSMISSION LINE.

WHEREAS, the City Council of the City of High Point hereby determines that it is necessary and in the public interest to acquire an easement across a portion of the real property at 2725 NC 68 South, High Point, North Carolina.

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

WHEREAS, it is deemed in the best interest of the City that the City Attorney be authorized to institute civil proceedings to condemn said property and that the Director of Finance issue a draft to the Clerk of Superior Court as just compensation to the owner in the amount of $8,960.00.

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

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

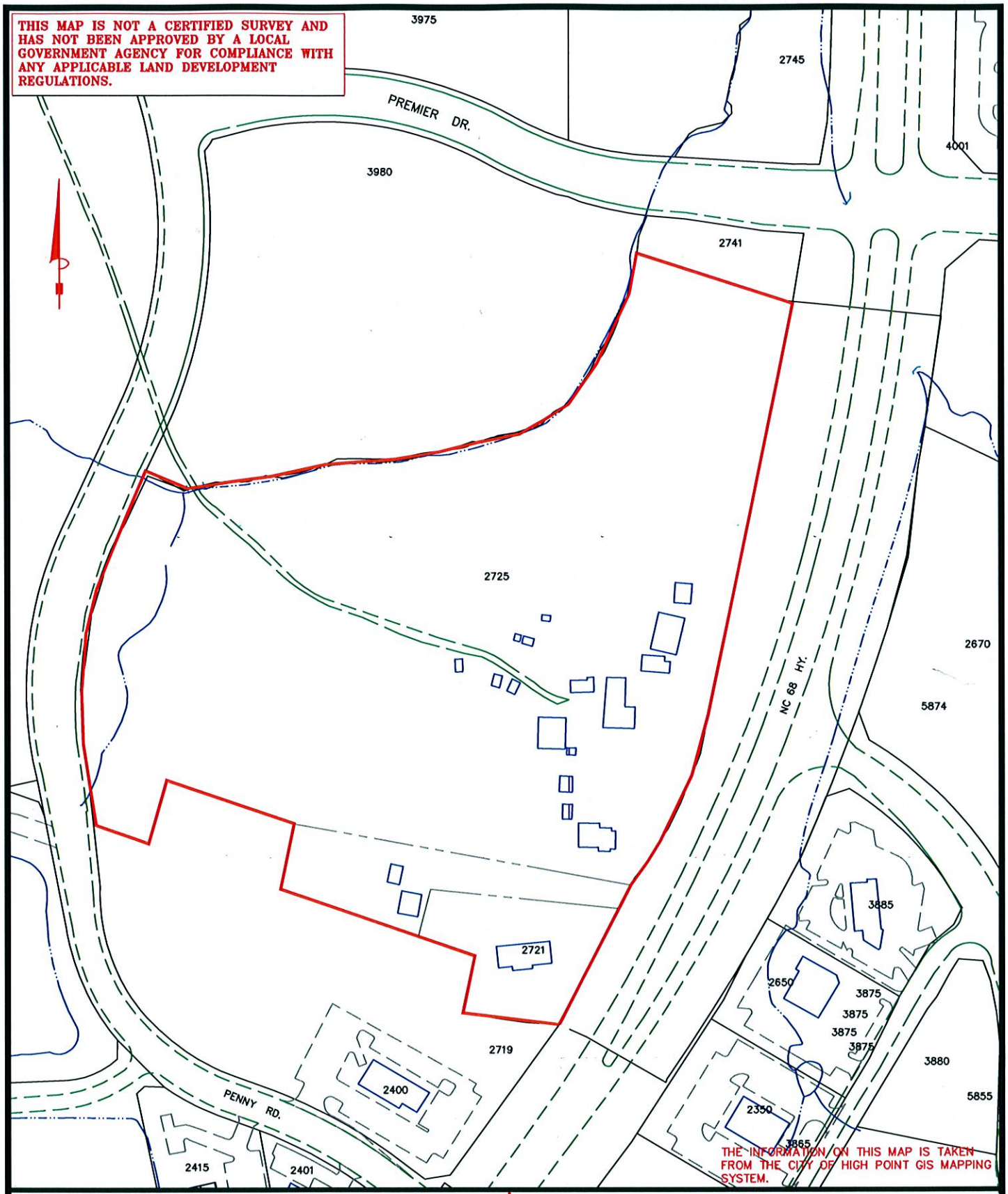
   title to a portion of that certain property located at 2725 NC 68 South, High Point, described in Deed Book 3777, Page 747 of the Guilford County Registry.

2. the City Attorney of the City of High Point is hereby directed to institute the necessary proceedings under Chapter 40A of the North Carolina General Statutes to acquire an easement across the said portion of property;

3. the Director of Finance is hereby authorized to issue a draft in the amount of $8,960.00.00 to the Clerk of Superior Court as just compensation to said owners.

Adopted by City Council,
this 17th day of September, 2012

Lisa Vierling
City Clerk



CITY OF HIGH POINT
NORTH CAROLINA

ENGINEERING SERVICES
DEPARTMENT

Penny Road Transmission Line

PROPERTY OF H.H. Jordan Trust
LOCATED AT
2725 NC 68 SOUTH

SCALE: N.T.S. | BY: MBN | PROJECT: 2461 DATE: SEPT 2012

Right of Way

Ritchie D. Tuttle

RIGHT OF WAY COORDINATOR

NORTH CAROLINA'S INTERNATIONAL CITY™

MEMO

July 26, 2012

To: JoAnne Carlyle

From: Ritchie D. Tuttle

Re: Penny Rd. Transmission
Condemnation request: Daniel R. Odom, Successor Trustee under the H.H. Jordan Revocable Trust Agreement dated December 7, 1989, etal

Please request Council approval to condemn an electric utility easement along tax parcel #0167961 (2725 NC 68 South, High Point, NC 27265)

The subject parcel is described in Deed Book 3777, Page 747, Guilford County Registry.

The Grantees on this Deed are H. H. Jordan and wife, Opal E. Jordan as tenants in common. Both Mr. and Mrs. Jordan are deceased. Mr. Jordan's interest was placed in Trust by will contained in Estate File 94 E 98. A copy of the Trust has not been obtained after several requests made through their Attorney Gilbert "Skipper" Gates. Property conveyances have occurred with H. H. Jordan's successor interest being conveyed by Daniel R. Odom as successor Trustee. Opal Jordan passed on May 21, 2012 and as of this date no estate file has been set up. Mr. Gates advised that Mrs. Jordan has a will devising her land to her three sons, but a copy has not been provided after several requests. The following are those believed to have an interest in this property:

1) Daniel R. Odom, Successor Trustee under the H.H. Jordan Revocable Trust Agreement dated Dec. 7, 1989
712 N. Hamilton Street (P.O. Box 2513), High Point, NC 27261
2) Benjamin Jordan, 2711 NC Hwy 66, Kernersville, NC 27284
3) Colon Jordan, 2721 NC Hwy 68 S., High Point, NC 27265
4) Larry Jordan, 1024 Lakecrest Ave., High Point, NC 27265

NOTE: Their Attorney is Gilbert L. Gates
P.O. Box 2608 (300 N. Main Street, 4th Floor)
High Point, NC 27261

There are no outstanding taxes
There are no outstanding deeds of trust
As noted earlier, the Estate of Opal Jordan is still open.
The value estimate for the electric utility easement is $8,960.00
The interest being acquired is a permanent utility easement.
All pertinent information is attached and an electronic copy of the description will be emailed to Dawn.
Please send a 30 day letter as soon as possible.

CC: Pat Pate
Cindy Smith

City of High Point, P.O. 230, 211 South Hamilton Street, High Point, NC 27261 USA
Phone: 336.883.3247 Fax: 336.822-7014 Cell: 336.688-6624
E-mail: ritchie.tuttle@highpointnc.gov

Engineering Services Department

B. Keith Pugh, P.E.
DIRECTOR

Date: September 11, 2012

To: Pat Pate, Assistant City Manager

From: Keith Pugh, Engineering Services

Re: City Council Agenda, September 17, 2012 – Award of Sidewalk and Intersection Contract – City Contract ENG-2011-005

On Wednesday, August 8, 2012 the City of High Point opened bids for Sidewalk and Intersection Improvements. The City received 4 bids:

Yates Construction Company	$ 770,613.40
Regional Site Solutions	$ 849,634.55
Triangle Grading and Paving	$ 946,070.00
Atlantic Contracting Company	$1,098,749.00

The intersections to be improved with this contract work include: West Rotary Drive at Phillips Avenue, and Trinity Avenue at Prospect Street. This work includes curb and gutter as well as drainage improvements.

The following segments are included in the sidewalk improvements: N. Hamilton Street (west side) from Guilford to Louise; Westchester Drive (east side) from Burton to Phillips; School Park Road (north side) from E. Bellevue to Shadybrook; Phillips Avenue (south side) from Westchester to Rotary; and, Deep River Road (west side) from Lamp Light Way to Word of Life Church.

This contract contains an extension clause that allows the City to extend the contract up to 100 percent beyond the original bid amount at the contract unit prices. The engineer's estimate for the work is $847,792.38. Engineering Services and HPDOT recommend the contract be awarded to Yates Construction Company at the contract bid price of $770,613.40.

Funding is available in:

Sidewalk Fund –	$387,697.80
2004 Intersection Bond Fund -	$382,915.60
Total -	$770,613.40

Ec: Mr. Jeff Moore, Finance Director
Mr. Mark McDonald, HPDOT Director
Mr. Leon Adams, Adams and Clark Enterprises, Inc.
Ms. Patty Sykes, Purchasing Division
Mr. Eric Olmedo, Budget

Publish four (4) consecutive weeks: **September 21 & 28, October 5, & 12, 2012**

RESOLUTION OF INTENT TO CONSIDER A STREET ABANDONMENT (Case # SA12-08)

WHEREAS, the City Council is requested to abandon the portion of an unnamed public alley located from north of the rear property line of property identified as 108 Garner Place, northward to the terminus of the alley;

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

NOW, THEREFORE BE IT RESOLVED, THAT THE COUNCIL declares its intent to consider the abandonment of the street above-described and sets Monday, October 15, 2012, at 5:30 p.m. as the date for said public hearing before the Council of the City of High Point, in the Council Chambers of the Municipal Building in High Point, on the abandonment of said street.

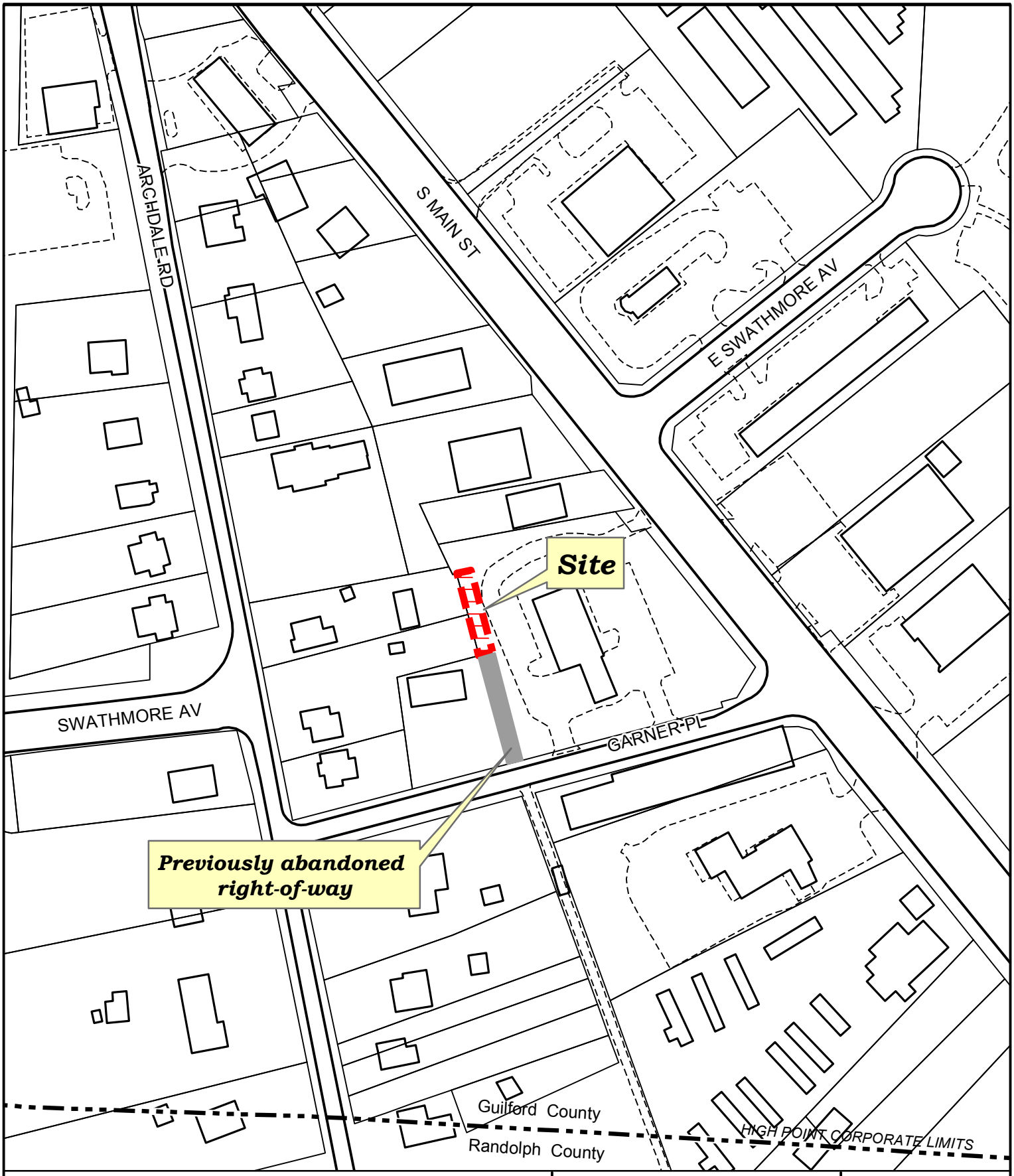
Persons wishing to be heard either for or against the said street abandonment are asked to be present for the hearing. The meeting facilities of the City of High Point are accessible to people with disabilities. If you need a special accommodation, call 336/883-3298 or TDD# 336/883-8517.

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

By Order of the City Council
This the 17th day of September, 2012.

Lisa B. Vierling, City Clerk

Petition Submitted By: City of High Point



STREET ABANDONMENT REQUEST SA12-08

Applicant: City of High Point
Area: 0.041 acres

Location of requested street abandonment

Previously abandoned right-of-ways

Department of Planning and Development

City of High Point

Date: September 7, 2012

N

Scale: 1"=150'

y:/ba-pz/2012/pz/sa12-08.mxd

CITY OF HIGH POINT MUNICIPAL OFFICE BUILDING

COMBINED MEETING

AUGUST 20, 2012 4:45/5:30 P.M.

ROLL CALL, PRAYER, PLEDGE OF ALLEGIANCE

Upon call of the roll, Mayor Rebecca R. Smothers; Mayor Pro Tem M. Christopher Whitley (Ward 5); and Council Members Latimer B. Alexander, IV. (At-Large); Britt W. Moore (At-Large); Bernita Sims (Ward 1); Foster Douglas (Ward 2); A. B. Henley, III (Ward 4); and James Corey (Ward 6) were present.

Council Member Michael D. Pugh (Ward 3) was absent.

Mayor Smothers called the meeting to order; the Pledge of Allegiance followed.

FINAL ACTION TAKEN AT THIS MEETING

At the conclusion of the Committee of the Whole Session, and after all matters were heard by Council, motion was made by Mayor Pro Tem Whitley, seconded by Council Member Sims to suspend the rules in order to take final action on these matters at tonight's meeting. The motion carried unanimously. [8-0 vote] [Pugh was absent]

Motion was then made by Mayor Pro Tem Whitley, seconded by Council Member Sims that all Committee recommendations stand as final action regarding these matters. The motion carried unanimously. [8-0 vote] [Pugh was absent]

This action cancels the meeting scheduled for Thursday, August 23, 2012 at 9:00 a.m.

PRESENTATION OF ITEMS

FINANCE COMMITTEE- *Chaired by Council Member Alexander*
Committee Members - Whitley, Smothers,Corey

(all were present)

120216 **Contract - Piggyback Bid with the City of Winston Salem - Sludge Thickening Polymer**

Award of contract for Piggyback Bid with the City of Winston Salem for the purchase of Sludge Thickening Polymer in the amount of $330,000.00 which is the lowest responsible and responsive bidder meeting specifications.

Attachments: Contract - Sludge Thickening Polymer.pdf

This matter was discussed during a Finance Committee meeting held at 4:00 p.m. prior to this meeting. The Committee recommended this matter be placed on Thursday's agenda with a favorable recommendation.

Approved contract for Piggyback Bid with the City of Winston Salem for the purchase of sludge thickening polymer in the amount of $330,000.00 which is the lowest responsible and responsive bidder meeting specifications.

A motion was made by Alexander, seconded by Whitley, that this matter be approved. The motion carried by the following vote:

Aye: 8	Rebecca Smothers, Latimer Alexander, Britt Moore, Bernita Sims, Foster Douglas, A.B. Henley, Christopher Whitley, and James Corey
Absent: 1	Michael Pugh

120217 **Contract - State Contract - Dial-A-Lift Vehicles**

Award of contract to purchase three (3) Light Transit Vehicles using the State Contract for the Dial-A-Lift service. Purchasing and the Transportation Department recommends that contract be awarded to National Bus Sales & Leasing, Inc. in the amount of $140,097.00 which is the lowest responsible and responsive bidder meeting specifications.

Attachments: Contract - Dial A Lift Vehicles.pdf

This matter was discussed during a Finance Committee meeting held at 4:00 p.m. prior to this meeting. The Committee recommended this matter be placed on Thursday's agenda with a favorable recommendation.

Approved contract with National Bus Sales & Leasing, Inc. in the amount of $140,097.00 which is the lowest responsible and responsive bidder meeting specifications.

A motion was made by Alexander, seconded by Corey, that this matter be approved. The motion carried by the following vote:

Aye: 8	Rebecca Smothers, Latimer Alexander, Britt Moore, Bernita Sims, Foster Douglas, A.B. Henley, Christopher Whitley, and James Corey
Absent: 1	Michael Pugh

120218 **Professional Services Agreement - Arc Flash Assessments**

City Council is requested to approve the following actions:

1) Award master professional services agreements with Sturgill Engineering and Arcadis G & M for the City's needed arc flash hazard assessments to meet the mandates of a safe workplace for employees; and
2) Authorize the City Manager to execute supplemental professional service agreements with Sturgill Engineering in the amount of $235,500 and with Arcadis G & M in the amount of $143,300 for the arc flash assessments in the water and sewer facilities.

Attachments: Contract - Arc Flash Assessment.pdf

This matter was discussed during a Finance Committee meeting held at 4:00 p.m. prior to this meeting. The Committee recommended this matter be placed on Thursday's agenda with a favorable recommendation.

Council Member Douglas asked about the qualifications and if the city has anyone on staff that would be authorized to perform these duties. Terry Houk, Assistant Director of Public Services, explained it would have to be a licensed electrical engineer, or an engineer with a P.E. stamp and

noted the city does have some PE's on staff. He further explained that the way the contract is set up, he would run the calculations any time any modifications are done to the facilities. Mayor Smothers pointed out these are requirements that have come down from the federal government and the State Department of Labor. Council Member Moore asked about funding and Mr. Houk replied it is in the budget as part of the CIP program.

Approved contract with Sturgill Engineering and Arcadis G & M for the City's needed arc flash hazard assessments to meet the mandates of a safe workplace for employees; and authorized the city manager to execute supplemental professional service agreements with Sturgill Engineering in the amount of $235,500 and with Arcadis G & M in the amount of $143,300 for the arc flash assessments in the water and sewer facilities.

A motion was made by Alexander, seconded by Whitley, that this matter be approved. The motion carried by the following vote:

Aye: 8	Rebecca Smothers, Latimer Alexander, Britt Moore, Bernita Sims, Foster Douglas, A.B. Henley, Christopher Whitley, and James Corey
Absent: 1	Michael Pugh

120219 **Ordinance - Transfer of Franchise - WI High Point Landfill, LLC**

Council is requested to adopt an ordinance transferring a franchise from WCA of High Point, Inc. to WI High Point Landfill, LLC for construction and demolition landfill and reclamation operation at 5830 Riverdale Road, High Point, NC.

Attachments: An Ordinance Approving the Transfer from WCA to WI.pdf
Signed Ordinance - WI Landfill High Point.pdf

Ordinance No. 6942/12-58
Introduced 8/20/2012; adopted 8/20/2012
Ordinance Book, Volume XVII, Page 132

This matter was discussed during a Finance Committee meeting held at 4:00 p.m. prior to this meeting. During the Finance Committee meeting, Assistant City Attorney Fred Baggett explained Council has already approved the Transfer of the Franchise from WCA of High Point, Inc. to WI High Point Landfill, LLC with the 1st Reading on April 2, 2012 and the second reading on April 16, 2012, but the North Carolina Department of Environment and Natural Resources (NCDENR) has requested it to be in ordinance form.

To comply with NCDENR's request, the Committee recommended this matter be placed on Thursday's agenda with a favorable recommendation.

Adopted an ordinance transferring a franchise from WCA of High Point, Inc. to WI High Point Landfill, LLC for a construction and demolition landfill and reclamation operation at 5830 Riverdale Road in High Point, North Carolina.

A motion was made by Alexander, seconded by Whitley, that this matter be approved. The motion carried by the following vote:

Aye: 8	Rebecca Smothers, Latimer Alexander, Britt Moore, Bernita Sims, Foster Douglas, A.B. Henley, Christopher Whitley, and James Corey
Absent: 1	Michael Pugh

PUBLIC SAFETY & COMMUNITY DEVELOPMENT COMMITTEE
Chaired by Council Member Sims
Committee Members - Alexander, Douglas, Corey

(all were present)

120220 **Ordinance - Demolition of Structures - Meredith Street - Schwarz Properties**

Adoption of an ordinance ordering the inspector to effectuate the demolition of the following structures owned by Schwarz Properties, LLC:

- 501 Meredith Street (A,B,C,D)
- 503 Meredith Street (A,B,C,D)
- 505 Meredith Street (A,B,C,D)
- 507 Meredith Street (A,B,C,D)
- 509 Meredith Street (A,B,C,D)
- 511 Meredith Street (A,B,C,D)
- 513 Meredith Street (A,B,C,D)

Attachments: Demolition - 501-513 Meredith Street.pdf

Chairwoman Sims reported that Council has been dealing with this action for a little over a year with an expectation that the repairs would have been completed by now and these units put back in service; however, the property owner is nowhere near completion on a majority of these properties (one building is complete (but no CO has been applied for), another building is about 25% complete). She explained that it was Council's intent based on the last discussion that took place on June 18, 2012, to proceed with an ordinance to demolish those properties that have not been completed. She asked City Attorney JoAnne Carlyle to brief Council on the status.

Ms. Carlyle acknowledged that staff is ready to move forward and bring this case before Council for demolition of these properties and noted staff would like some direction from Council as to this effect and to proceed with providing notice to Mr. Schwarz (which requires at least 30 days notice).

At this time, Chairwoman Sims invited Mr. Schwarz's attorney, Ben Albright to come forward.

***Ben Albright**, 101 Weatherly Square, Ramsuer, North Carolina, attorney representing Mr. Schwarz, addressed Council. He informed Council that he received a letter last week from Ms. Bossi indicating that they had made a deal with the city to do one building per month and although he did personally propose this on behalf of Mr. Schwarz, the deal was rejected by Ms. Bossi as well as the City Council. He relayed that Mr. Schwarz would like to make the necessary repairs to the buildings and did not want his buildings demolished. He cited major problems with on-going vandalism and a lack of police protection making it impossible for him to complete the repairs. Council Member Corey suggested the best way for him to protect his property might be to have some type of private security augmented by the High Point Police Department. Mr. Albright shared that Mr. Schwarz has tried a number of things, including giving an apartment to a manager that would look over each building, but none of them have been successful.*

Chairwoman Sims explained the only reason this was on the agenda for consideration was because it was her understanding that it was agreed that he would do one building a month. She pointed out that although Mr. Albright felt the offer was not accepted, it still did not preclude Mr. Schwarz from being able to get those buildings completed within this time frame. Council Member Alexander noted that he is ready to move forward with the demolition. Mr. Albright reiterated that Mr. Schwarz would like to keep his apartments and do what he needs to do to make it an income producing property.

Mayor Smothers noted that although one of the buildings has been completed, there has never been a call for a CO or a final inspection-walk-through. She reiterated that this has been going on indefinitely and the Council is dealing with an aggravated community, that is not only aggravated with Mr. Schwarz, but has questioned the Council on why it has been allowed to continue so long. Council Member Douglas totally agreed. He also questioned *Mr. Schwarz's motives because it has been way beyond a year and pointed out the community continues to suffer as a result of Mr. Schwarz's inactions. The Mayor noted that Mr. Schwarz continues to have some investment at some level and realizes that Mr. Albright as well as the city staff has worked tirelessly, but reiterated the community that has been watching these buildings for years has also suffered in the process.*

Mr. Albright reminded Council that High Point has certainly benefited from Mr. Schwarz's presence in the community to the tune of over $30,000,000 in investments he has made (Stanley Furniture, showrooms, etc....). Chairwoman Sims noted that while she certainly appreciates everything Mr. Schwarz has done for the High Point community, she strongly suggested that he should be as conscious about this apartment community as he is about the downtown showroom community. She felt a year dealing with these eight apartment buildings is completely unacceptable, so Council is going to schedule a hearing to talk about the Meredith Street apartments and determine what the next steps are going to be, and she asked Mr. Albright to relay to Mr. Schwarz that Council is moving towards demolition.

Mr. Albright shared that Mr. Schwarz does have a dire illness he is receiving treatment for and is not allowed to be out in public because his immunity system is completely down, and, unfortunately, it is affecting the operations of his business. Mayor Smothers wished him the best in terms of recovery of his health and hoped with good counsel, Mr. Schwarz would recognize that there comes a time when this is not in his best interest.

At this time, Chairwoman Sims opened up the floor for comments from the audience and asked if there was anyone present who would like to speak on this matter.

Sarata Boyd, a long-time member of this community, addressed Council. She noted these apartments have been in this condition for a very long time and while she understands Mr. Schwarz is having problems, he should go ahead and finish the apartments so they can be rented out. She suggested he turn the apartments into a senior citizen apartment community since senior citizens do take pride in their property and would take care of it. Council Member Douglas asked Mr. Boyd to elaborate on what these apartments are doing to her community. Ms. Boyd explained the condition of these apartments is bringing the whole community down and felt it was shameful for anyone to visit the Rosetta Baldwin museum because of the slum conditions.

Jerry Mingo, President of the Burnshill Neighborhood Association, pointed out the apartment complex happens to be part of their association area. He disagreed with Mr. Albright's statement about the lack of police protection in the neighborhood and felt the police department

does an excellent job in the area. He pointed out these apartments have been in this condition for at least the past 10-15 years and he passes by them every day, but it appears no one is working on them and agreed the apartments should be torn down. He also felt it was disrespectful to those traveling through the community to get to the Greenhill Cemetery.

Chairwoman Sims asked if there was anyone else in the audience who would like to speak. There being none, she **made a motion to place this matter on Thursday's agenda with a favorable recommendation for a notice of hearing for 30 days directing staff to make the proper notifications regarding the hearing, while gathering information to be presented to Council so an informed decision could be made regarding whether or not Council is going to proceed with an order to demolish these structures. Council Member Douglas made a second.**

For further discussion, Mayor Pro Tem Whitley pointed out the property owner would be responsible for the demolition costs, but he would like to know where the funding is going to come from to replace and cover the estimated $84,000 to do this should the city end up demolishing the apartments. Council Member Henley asked for clarification on the motion and noted that while he is personally acquainted with Mr. Schwarz, he is taking the decision very seriously. He asked Mr. Albright to share with Mr. Schwarz that there truly has not been enough momentum built in this last 12-month period to justify any other decision than to have a hearing in 30 days. Chairwoman Sims clarified that Council would need to decide whether or not to proceed with the demolition. Mayor Smothers agreed that is an awesome responsibility as a public body to order somebody's property to be razed and pointed out the Council does take this as a very serious responsibility.

There being no further discussion, the motion carried by the following vote:

Aye: 8	Rebecca Smothers, Latimer Alexander, Britt Moore, Bernita Sims, Foster Douglas, A.B. Henley, Christopher Whitley, and James Corey
Absent: 1	Michael Pugh

Pending Items

120032 **Ordinance - Demolition of Structure - 1315 Vernon Place**

Adoption of an ordinance ordering the inspector to effectuate the demolition of a structure located at 1315 Vernon Place belonging to David L and Minnie L. Terry.

Attachments: Demolition Ordinance - 1315 Vernon Place.pdf

This matter was first introduced on February 18, 2012. At that time, the City Council took action to grant a 6-month extension to the property owners so repairs could be made to this property. Matter due back on or before August 20, 2012.

PLANNING, ECONOMIC DEVELOPMENT & INFORMATION TECHNOLOGY COMMITTEE

Chaired by Mayor Pro Tem Whitley
Committee Members - Sims, Henley, Moore

(all were present)

120222 **Resolution of Intent- Street Abandonment Case 12-07 - HPU**

Approval of a Resolution of Intent that establishes a public hearing date of Monday, September 17, 2012 at 5:30 p.m. to consider a request to abandon a portion of North Avenue located east of N. Centennial Street to Willoubar Terrace, and the remaining portion of Willoubar Terrace, located north of North Avenue.

Attachments: ROI - Street Aband 12-07.pdf

The Committee recommended this matter be placed on Thursday's agenda with a favorable recommendation.

Adopted resolution of intent establishing the date of Monday, September 17, 2012 at 5:30 p.m. to consider a request to abandon a portion of North Avenue located east of N. Centennial Street to Willoubar Terrace, and the remaining portion of Willoubar Terrace, located north of North Avenue.

A motion was made by Whitley, seconded by Alexander, that this matter be adopted. The motion carried by the following vote:

Aye: 8	Rebecca Smothers, Latimer Alexander, Britt Moore, Bernita Sims, Foster Douglas, A.B. Henley, Christopher Whitley, and James Corey
Absent: 1	Michael Pugh

Resolution No. 1250/12-51
Introduced August 20, 2012; Adopted August 20, 2012
Resolution Book, Volume XVII, Page 100

120223 **Resolution of Intent- Annexation Case ANX12-04 - Deep River Church of Christ**

Approval of a Resolution of Intent that establishes a public hearing date of Monday, September 17, 2012 at 5:30 p.m. to consider a voluntary contiguous annexation of approximately 12.85 acres. The area to be annexed is lying approximately 180 feet east of Eastchester Drive and south of Deep River Road. The property is also known as Guilford County Tax Parcels 0195737, 0217201 and 0195736 (eastern portion of parcel).

Attachments: ROI - Annex 12-04.pdf

The Committee recommended this matter be placed on Thursday's agenda with a favorable recommendation.

Adopted resolution of intent establishing the date of Monday, September 17, 2012 at 5:30 p.m. to consider a voluntary contiguous annexation of approximately 12.85 acres owned by Deep River Church of Christ.

A motion was made by Whitley, seconded by Alexander, that this matter be adopted. The motion carried by the following vote:

Aye: 8 Rebecca Smothers, Latimer Alexander, Britt Moore, Bernita Sims, Foster Douglas, A.B. Henley, Christopher Whitley, and James Corey
Absent: 1 Michael Pugh

Resolution No. 1251/12-52
Introduced 8/20/2012; Adopted 8/20/2012
Resolution Book, Volume XVII, Page 101

PUBLIC HEARINGS ON ITEMS - 5:30 P.M.

PLANNING, ECONOMIC DEVELOPMENT & INFORMATION TECHNOLOGY COMMITTEE

120224 **Ordinance - Rezoning Case 12-07 - Greenwood & Charles, Inc.**

A request by Greenwood & Charles, Inc. to rezone approximately 1.9 acres from the Highway Business (HB) District and a Conditional Use Limited Business (CU-LB) District to a Conditional Zoning General Business (CZ-GB) District and the Residential Single Family-9 (RS-9) District. The site is lying at the southeast corner of N. Main Street and Old Winston Road *(2926 & 2928 N. Main St and 929 Old Winston Rd)* and north of the intersection of Old Winston Road and Bellevue Drive.

Rezoning Case 12-07 Greenwood & Charles.pdf
Z12-07 Ordinance of adoption (Part 1 and 2).pdf
Attachments:

The public hearing for this matter was held on Monday, August 20, 2012 at 5:30 p.m. as duly advertised. Herb Shannon of Planning and Development provided an overview of the staff report which is hereby attached in Legistar as a permanent part of these proceedings.

Following the presentation of the staff report, Council Member Alexander asked staff how far down they are willing to let the conditional use limited business go and expressed concerns about the setbacks on this piece of property due to its small size. Mr. Shannon explained there has been no proposal for extending commercial further to the south along Old Winston Road. He further explained that staff is supporting this request because staff recognizes the individual lots are extremely limited and having them under the same zoning vies the site more development potential to address the setback issues. He noted that although it does make it tight in the rear, but combining it gives it more flexibility for buildings to cross the zoning line with it all being under the same designation.

At this time, Chairman Whitley asked the petitioner to come forward.

Abigaile Pittman, 210 Louise Avenue, representing the applicant, spoke in favor of the request. She explained the property owners agree with the staff recommendation and have offered some prohibited uses in an effort to protect the adjoining neighborhood. She also mentioned that they had a conversation with staff regarding the same concerns voiced by Council Member Alexander and the word that came back to them was staff would not have any heartburn in a future case to get a bit more of a buffer in between there and the houses. Ms. Pittman also shared that Davenport Transportation Consulting prepared a traffic study which was conducted using the most intensive use on the list (a convenience store with gas pumps and twelve fueling stations). She noted the levels of service were all A's except for one B at the second access point on Old

Winston Road. To deal with that issue, they have agreed to do a striped turn lane there and put in a right turn lane from Main Street onto Old Winston Road should this use be chosen.

Council Member Henley asked if there would be two curb cuts and Ms. Pittman explained that Old Winston Road and all the access points on North Main Street would go away upon development and there would be two curb cuts on Old Winston Road. Council Member Henley then asked if there are any agreements with the neighbors to the south about having access. Ms. Pittman explained they have not discussed internal access with them because there is not adequate frontage. She pointed out this lot has been around for quite a while and now that Old Winston Road has been improved, it would be good to see this lot finally developed.

Council Member Sims asked about how much more traffic this would generate on Old Winston Road. Ms. Pittman explained that would depend on the intensity of the use and Mark McDonald, Director of Transportation, noted for the most intense use, it would be about 6,500 trips a day.

Chairman Whitley asked if there were any additional questions. There being none, he opened the public hearing and asked if there was anyone present who would like to speak for or against this request. There being none, the public hearing was declared closed.

Following the conclusion of the public hearing, the Committee recommended this matter be placed on Thursday's agenda with a favorable recommendation.

Adopted ordinance providing for the rezoning of this property from the Highway Business (HB) District and a Conditional Use Limited Business (CU-LB) District to a Conditional Zoning General Business (CZ-GB) District and the Residential Single Family-9 (RS-9) District (rezoning of Tracts 1 and 2 to the CZ-GB District and Tract 3 to an RS-9 District) based on consistency with the city's adopted plans and the five review factors as identified in the staff analysis section of the staff report. Additionally, the City Council finds this action to be reasonable and in the public interest because: 1) The request is consistent with the city's Land Use Plan; 2) Tracts 1 and 2 abut an established commercial corridor and will not be introducing any new land uses in this area and will be in harmony with existing commercial development patterns; and 3) Conditions offered by the applicant to restrict higher intensity commercial uses to the N. Main Street frontage of the site addresses objectives and development guidelines noted in the Land Use Plan to provide a transition in uses between lower residential land uses and higher intensity commercial land uses.

A motion was made by Whitley, seconded by Sims, that this matter be adopted. The motion carried by the following vote:

Aye: 8	Rebecca Smothers, Latimer Alexander, Britt Moore, Bernita Sims, Foster Douglas, A.B. Henley, Christopher Whitley, and James Corey
Absent: 1	Michael Pugh

Ordinance No. 6943/12-59
Introduced 8/20/2012; Adopted 8/20/2012
Ordinance Book, Volume XVII, Page 133

120225 **Ordinance - Amendment to Zoning Case 12-01 - Oak Hollow Development, LLC**

A request by Oak Hollow Development, LLC to amend Conditional Zoning Case 12-01 (CZ12-01) to:

a. Add and rezone approximately 0.65 acres from the Residential Single Family-9 (RS-9) and Residential Single Family-12 (RS-12) Districts to a Conditional Zoning Shopping Center (CZ-SC) District. Conditional Zoning Shopping Center District 12-01 is located at 1400 E. Hartley Drive and the area to be added is east of the property at the terminus of Lakewood Drive.

b. To amend the vehicular access condition of CZ12-01 to prohibit access to Lakewood Drive.

Attachments: Rezoning Case 12-01 - Oak Hollow Development.pdf
CZ12-01.pdf

Ordinance No. 6944/12-60
Introduced 8/20/2012; Adopted 8/20/2012
Ordinance Book, Volume XVII, Page 134

The public hearing for this matter was held on Monday, August 20, 2012 at 5:30 p.m. Herb Shannon of Planning and Development provided an overview of the staff report which is hereby attached in Legistar as a permanent part of these proceedings.

Following the presentation of the staff report, Mayor Smothers asked about impervious surface credit in the area of the pond since it was restricted to 25% impervious coverage when the shopping center was approved. Mr. Shannon noted he consulted with Mr. Schroeder in the Planning Department and was told there are approximately two acres left, but explained they would not be able to count all this area because some of it has already been counted. He explained the applicant's engineer has met with city staff to review; they were comfortable with the numbers that were left and felt they could still develop the property as proposed.

At this time, Chairman Whitley asked if the petitioner would like to come forward to address Council.

Stephanie Wilson *with Access Medical Development, 3532 Bellevue Road in Raleigh, North Carolina, representing the property owner, Oak Hollow Development, spoke in favor of the amendment to Zoning Case 12-01. She shared that they intend to construct single-owned 22,000 square foot building for Cornerstone Eye Care and they would actually own the building and would be the only tenant in the building.*

Chairman Whitley opened the public hearing at this time and asked if there was anyone present who would like to comment in support of or in opposition to this request. There being none, the public hearing was closed.

Following the conclusion of the public hearing, the Committee recommended this matter be placed on Thursday's agenda with a favorable recommendation.

Adopted Ordinance providing for the rezoning of this property from the Residential Single Family-9 (RS-9) and Residential Single Family-12 (RS-12) Districts to a Conditional Zoning

Shopping Center (CA-SC) District based on consistency with the city's adopted plans and the five review factors as identified in the staff report. Additionally, the City Council finds this action to be reasonable and in the public interest because: 1) the requested CZ-SC District is consistent with the adopted city plans, 2) the request meets or addresses the review factors, 3) initial conditions of approval of CZ 12-01 remain the same; the only new condition prohibits access to Lakewood Drive; and 4) the request is minor, and makes the entire site more conductive to development.

A motion was made by Whitley, seconded by Moore, that this matter be adopted. The motion carried by the following vote:

Aye: 8	Rebecca Smothers, Latimer Alexander, Britt Moore, Bernita Sims, Foster Douglas, A.B. Henley, Christopher Whitley, and James Corey
Absent: 1	Michael Pugh

120226 Resolution - City of High Point - Land Use Plan Amendment Case 12-05

A request by the City of High Point Planning & Development to establish initial Land Use Map classifications of Low Density Residential, Office, and Community/Regional Commercial for approximately 19 acres lying along the west side of Baker Road between East Fairfield Road and Stratford Road.

Attachments Land Use Plan Amend 12-05 & Rezoning Case 12-09 CHP.pdf
Adopted Resol LUP Amend 12-05.pdf

Resolution No. 1252/12-53
Introduced 8/20/2012; adopted 8/20/2012
Resolution Book, Volume XVII, Page 102

The joint public hearing for this matter and related matter **120228 Ordinance- Rezoning Case 12-09- City of High Point** *was held on Monday, August 20, 2012 at 5:30 p.m. Herb Shannon of Planning and Development provided an overview of the staff report for the Land Use Plan Amendment Case 12-05, as well as Rezoning Case 12-09.*

Chairman Whitley opened the public hearing and asked if anyone was present who would like to speak in support of or in opposition to either of these requests. There being none, the public hearing was declared closed.

Following the conclusion of the public hearing, the Committee recommended this matter be placed on Thursday's agenda with a favorable recommendation.

Adopted resolution establishing a land use classification for approximately 15.5 acres from Undesignated and Medium Density Residential to a Low Density Residential land use designation; approximately 2.8 acres to Office; and approximately 1 acre to Community Regional Commercial based on the findings in the staff report that the request meets the goals and objectives of the Land Use Plan and will be in harmony with the land use pattern of the surrounding area.

A motion was made by Whitley, seconded by Alexander, that this matter be adopted. The motion carried by the following vote:

Aye: 8	Rebecca Smothers, Latimer Alexander, Britt Moore, Bernita Sims, Foster Douglas, A.B. Henley, Christopher Whitley, and James Corey
Absent: 1	Michael Pugh

120228 **Ordinance - Rezoning Case 12-09 - City of High Point**

A request by the City of High Point City Council to establish an initial City zoning designation of Residential Single Family-9 (RS-9) District to approximately 8.4 acres added to the corporate limits from a land area exchange with the City of Archdale. The property is lying along the west side of Baker Road, approximately 490 feet north of S. Main Street *(203, 231 and 233 Baker Road)* and at the northwest and southwest corners of Baker Road and Weaver Avenue (*503, 507, 509, 511 & 601 Baker Road).*

Attachments: Land Use Plan Amend 12-05 & Rezoning Case 12-09 CHP.pdf
Z12-09 - Ordinance of adoption _08-20-12_.pdf

The joint public hearing for this matter and related matter **120226 Resolution- City of High Point- Land Use Plan Amendment Case 12-05** *was held on Monday, August 20, 2012 at 5:30 p.m. Herb Shannon of Planning and Development provided an overview of the staff report for the Land Use Plan Amendment Case 12-05, as well as Rezoning Case 12-09.*

Chairman Whitley opened the public hearing and asked if anyone was present who would like to speak in support of or in opposition to either of these requests. There being none, the public hearing was declared closed.

Following the conclusion of the public hearing, the Committee recommended this matter be placed on Thursday's agenda with a favorable recommendation.

Adopted Ordinance providing for the initial City zoning designation of Residential Single Family-9 (RS-9) District to approximately 8.4 acres added to the corporate limits from a land area exchange with the City of Archdale based on consistency with the city's adopted plans. Additionally, Council finds the applicant's request to be reasonable and in the public interest because: 1) the RS-9 district will result in no lot size nonconformities; 2) the RS-9 district will not alter or make worse the nonconforming uses on two of the lots; 3) it is reasonable to initially zone developed properties in a manner similar to what existed in the City of Archdale; and 4) it connects with addition RS-9 property to the north.

A motion was made by Whitley, seconded by Sims, that this matter be adopted. The motion carried by the following vote:

Aye: 8	Rebecca Smothers, Latimer Alexander, Britt Moore, Bernita Sims, Foster Douglas, A.B. Henley, Christopher Whitley, and James Corey
Absent: 1	Michael Pugh

Ordinance No. 6945/12-61
Introduced 8/20/2012; Adopted 8/20/2012
Ordinance Book, Volume XVII, Page 135

ANY OTHER NEW BUSINESS

120230 **Reappointment - Citizens Advisory Council - Stephanie Coggins**

Confirmation of the reappointment of Stephanie Coggins to Citizens Advisory Council as the Ward 5 appointment. Appointment to be effective immediately and will expire May 31, 2014.

Reappointed Stephanie Coggins to the Citizens Advisory Council as the Ward 5 appointment.

A motion was made by Whitley, seconded by Corey, that this matter be adopted and carried by the following vote:

Aye: 8	Rebecca Smothers, Latimer Alexander, Britt Moore, Bernita Sims, Foster Douglas, A.B. Henley, Christopher Whitley, and James Corey
Absent: 1	Michael Pugh

120232 **Piedmont Triad Regional Council's Response to High Point Resolution Concerning Acquisition of Office Space**

Acknowledgement of receipt of letter dated August 17, 2012 in reference to Piedmont Triad Regional Council's Response to the City of High Point's Resolution asking them to delay any action regarding acquisition of office space.

Attachments: *..\..\Import\2012 Agendas\August 20 2012\PTRC Response.pdf*

Since this matter did not appear on the agenda, Mayor Pro Tem Whitley moved to suspend the rules relative to placing it on tonight's agenda. Council Member Sims made a second to the motion which carried unanimously.

Mayor Smothers explained that Council Member Alexander did make a motion at the PTRC Board of Delegates meeting held on Wednesday, August 15th, which was seconded by Mayor Morris of Denton asking them to delay a decision regarding the acquisition of office space, but could not get any additional support for the motion. She noted that an announcement was made at the meeting that a resolution had been sent to seven of the counties which would capture sufficient population to meet the 70% population requirement and they expect those resolutions back by Labor Day so they can then be forwarded to the Local Government Commission as evidence of the support of the body. Council Member Sims asked if it might be appropriate for the City Council to notify Guilford County so they are aware of High Point's concerns. Council Member Alexander explained that Guilford County voted in favor of it and as long as High Point is a member of the PTRC, High Point will share in the $4,000,000 debt.

Mayor Smothers pointed out that both she and Council Member Sims sit on the PART Board of Trustees and this board is being confronted with similar issues in terms of ownership of building/expansion of staff, etc.... so they may also be seeking guidance from Council on this as well.

Acknowledged receipt of letter from Darrell Frye, Chairman of the Piedmont Triad Regional Council, dated August 17, 2012 in response to High Point's resolution requesting a delay in the process concerning the acquisition of office space.

A motion was made by Whitley, seconded by Sims, to acknowledge receipt of this letter. The motion carried by the following vote:

Aye: 8	Rebecca Smothers, Latimer Alexander, Britt Moore, Bernita Sims, Foster Douglas, A.B. Henley, Christopher Whitley, and James Corey
Absent: 1	Michael Pugh

APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS

120227 **Approval of the following minutes:**

- Finance Committee meeting held Monday, August 6th @ 3:00 p.m.
- Combined Meeting held Monday, August 6th @ 4:45/5:30 p.m.
- Planning, Econ Dev & IT Committee meeting held Wednesday, August 8th @ 9:00 a.m.
- Regular Meeting (Evaluation of City Manager & City Clerk - Closed Session) held Thursday, August 9th @ 9:00 a.m.

Attachments:
August 6 2012 Finance Committee
August 6, 2012 Combined Meeting
August 8, 2012 Planning, Ec. Dev. & IT Committee
August 9, 2012 HPCC (Closed Session- Perf. Evaluations clerk and manager)
Y:\city clerk\2012 Meetings\2012 Committee Meeting Minutes\August 9, 2012 HPCC (corrected).docx

The minutes of the preceding meetings were unanimously approved as submitted with one noted addition to the August 9, 2012 Regular Meeting minutes (Evaluation of the City Manager and City Clerk) to unanimously grant a 1.5% salary increase to the city clerk and a 1.5% salary increase for the city manager by a 6-2 vote.

A motion was made by Whitley, seconded by Alexander, that the minutes be approved as submitted with the addition to the August 9, 2012 Regular Meeting minutes. The motion carried by the following vote:

Aye: 8	Rebecca Smothers, Latimer Alexander, Britt Moore, Bernita Sims, Foster Douglas, A.B. Henley, Christopher Whitley, and James Corey
Absent: 1	Michael Pugh

BOARDS AND COMMISSIONS VACANCY REPORT

120229 **Boards and Commissions - Vacancies**

Attached is the current list of vacancies for all Boards and Commissions. (For Information Only)

Attachments: term expirations 2012 eff. Aug. 15 2012 packet

This information has been provided to Council for review and update purposes only.

For Information Only:

Letter from Guilford County Schools re: Shadybrook Road Property

Council Member Alexander brought Council's attention to a letter recently received from the Guilford County Schools regarding the property on Shadybrook Road and informed Council that it is his intention to make a motion to get an independent appraisal of the property to open up some dialogue between the school system and the city.

Since this matter did not appear on the agenda, he then moved to suspend the rules to consider action on this matter and to authorize staff to get an independent appraisal on this property so this matter could be considered at tonight's meeting.

Prior to asking for a second to Council Member Alexander's motion to suspend the rules for this matter to be considered, Mayor Smothers asked him if he thought it might be helpful to get additional information from the staff relative to the whole issue. Council Member Alexander replied that he would if staff is prepared to share the information at this time. The Mayor explained there are issues regarding the property that need to be taken into consideration:

- An existing contract regarding the property that does not expire until 2016;
- Recent revaluation information shows a $45,000 increase in the value of this property, which is included in the city's offer to purchase;
- The appraisal the school system had done was not based on the current zoning of the property as bound by the contract, but instead, it was based on a higher use which Council cannot do until after 2016;
- And the money that has been set aside in the offer to purchase had to do with the remaining funds that were in the Parks & Recreation bond funds and there are no dollars beyond that.

The Mayor felt the mere suggestion of an independent appraisal implies that the city is willing to pay more for the property. Council Member Alexander noted that he did not infer that he was willing to pay more, but felt an independent appraisal would provide another assessment of value. The Mayor pointed out property is not worth any more than what someone is willing to pay for it. Council Member Alexander felt another opinion would give the city an opportunity to move forward since this might be an opportunity that rarely comes along. At this time, the Mayor pointed out the cost for an independent appraisal would be an additional $2,500-$3,000.

Council Member Douglas felt it would be helpful to have the additional information to make sure that it would be a worthy investment. Mayor Smothers totally agreed and asked if there was a second to Council Member Alexander's motion to suspend the rules. **The motion died from the lack of a second.**

The Mayor asked staff to set up a briefing in the near future on this matter since it promises to be a long journey through this whole issue and there will not be anything built on the property other than a public recreation facility or a middle school before 2016.

Following the discussion on this matter, Council took a 5-minute recess prior to starting the public hearings.

ADJOURNMENT

There being no further business to come before Council, the meeting adjourned at 6:10 p.m. upon motion duly made and seconded.

Respectfully Submitted,

_____
Rebecca R. Smothers

Attest:

_____
Lisa B. Vierling, MMC
City Clerk

PLANNING AND ZONING COMMISSION RECOMMENDATION

On August 28, 2012, a public hearing was held before the Planning and Zoning Commission regarding the request described below. All members of the Commission were present.

High Point University **Street Abandonment Case 12-07**

A request by High Point University to abandon a portion of North Avenue located from N. Centennial Street east to Willoubar Terrace and the remaining portion of Willoubar Terrace, located north of North Avenue.

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

Speaking in favor of the request was Mr. Ron Guerra, Director of Construction, High Point University, 833 Montlieu Avenue, High Point.

No one spoke in opposition to the request.

The Planning & Zoning Commission recommended approval of Street Abandonment Case 12-07, by a vote of 8-0, as recommended by staff.

CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT

STAFF REPORT
STREET ABANDONMENT CASE 12-07
August 28, 2012

Request	
Applicant: High Point University	**Proposal:** Abandon a portion of North Avenue located east of North Centennial Street to Willoubar Terrace, and the remaining portion of Willoubar Terrace located north of North Avenue.

Adjacent Streets		
Name:	**Classification:**	**Right-of-Way and Pavement Width:**
North Centennial Street	Major Thoroughfare	70 (+/-) ft. right-of-way; 50(+/-) ft. curb & gutter

Adjacent Property Zoning and Current Land Use		
North	Single Family Residential – 7 (RS-7)	Single family dwellings and undeveloped parcels
East	Conditional Zoning Public & Institutional (CZ PI)	Single family dwellings and undeveloped parcels
South	Conditional Zoning Public & Institutional (CZ PI)	University - student housing
West	Single Family Residential – 7 (RS-7)	Single family dwellings and undeveloped parcels

Analysis

High Point University is requesting to abandon the subject streets so as to allow for the future expansion of their campus. The university owns all the parcels fronting along the right-of-way proposed to be abandoned. The eastern portion of North Avenue and the adjacent Fifth Street public right-of-way were previously abandoned and both are private streets owned by High Point University. Therefore, this proposed abandonment eliminates the last point of public access to the southwest portion of the HPU campus.

Easements must be retained in the abandoned right-of-way for existing water and sanitary sewer mains, as well as electric utility lines.

Findings

The Technical Review Committee (TRC) reviewed this request on July 25, 2012 and identified no concerns related to abandonment of the right-of-way.

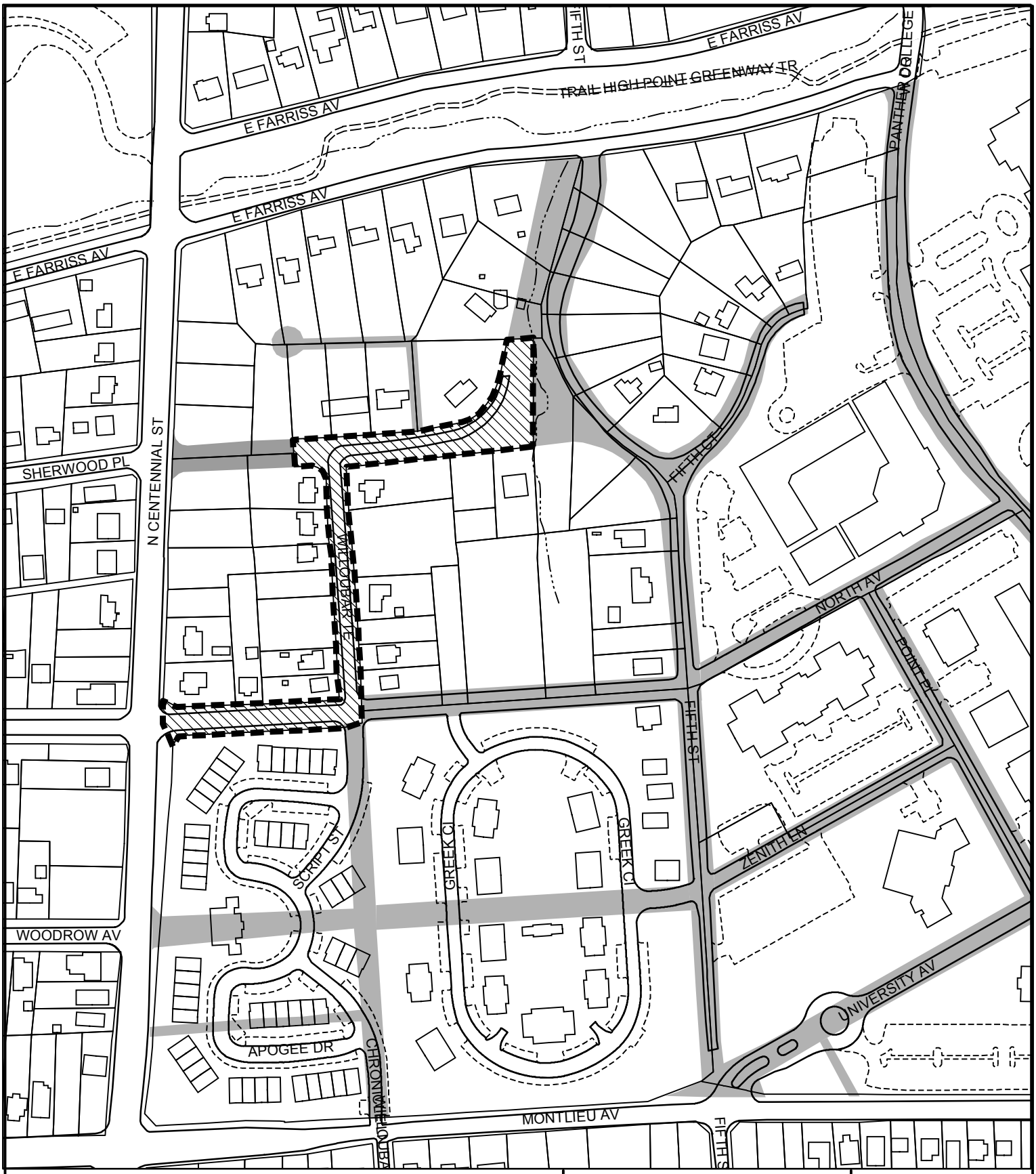
This abandonment of the public's interest and conveyance of the right-of-way to the abutting property owners, as provided by state statutes, is found not to be contrary to the public's interest and found not to deprive owners in the vicinity of the right-of-way or in the subdivision reasonable means of ingress and egress to their property.

Recommendation

The Planning and Development Department recommends approval of the requested street right-of-way abandonment with the retention of the following utility easements: 1) a 30-foot sanitary sewer easement centered on the existing 8-inch outfall; 2) a 30-foot water line easement centered on the existing 16-inch waterline; and 3) a 30-foot electric utility easement centered on the existing lines. This recommendation is based on preliminary findings that the abandonment 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 Doug Loveland, AICP, Senior Planner and reviewed by Bob Robbins, AICP, Development Administrator, and Lee Burnette, AICP, Director.



STREET ABANDONMENT REQUEST SA12-07

Applicant: High Point University

Area: 1.799 acres

Location of requested street abandonment

Previously abandoned right-of-ways

Planning & Development Department

City of High Point

Date: August 9, 2012

N

Scale: 1'=250'

y:/ba-pz/2012/pz/sa12-07.mxd

Attachments: Photographs (August, 2012) and Aerial (February, 2010)

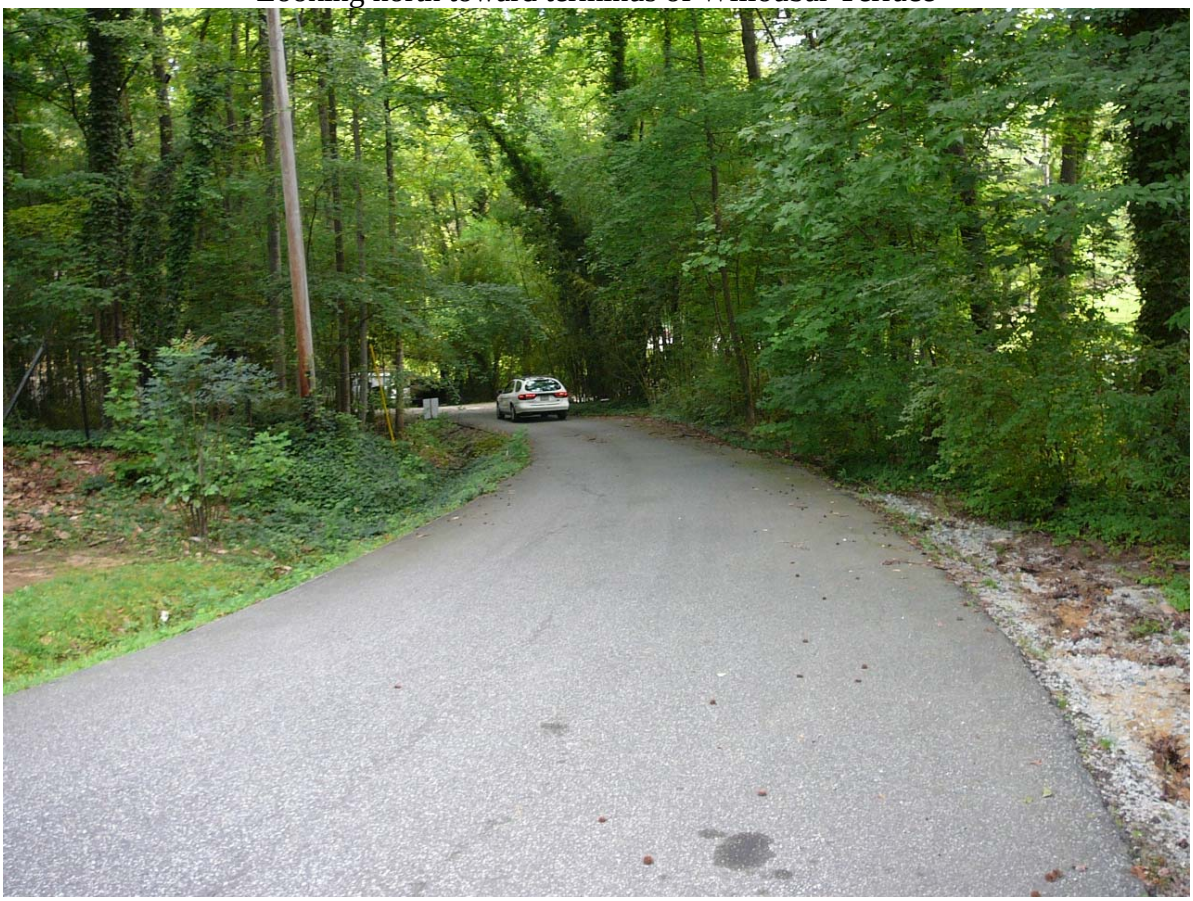
Looking west along North Street (looking toward N. Centennial Street)



Looking north along Willoubar Terrace



Looking north toward terminus of Willoubar Terrace




STREET ABANDONMENT REQUEST SA12-07
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PLANNING AND ZONING COMMISSION RECOMMENDATION

On August 28, 2012, a public hearing was held before the Planning and Zoning Commission regarding the request described below. All members of the Commission were present.

BSC Holdings, Inc. Land Use Plan Amendment Case 12-04

A request by BSC Holdings, Inc. to change the Land Use Map classification for approximately 5.4 acres from Restricted Industrial to Medium Density Residential. The site is lying along the west side of Piedmont Parkway and north of Platinum Drive. In addition, the Planning & Development Department is recommending the Land Use Map classification for an additional 10.3 acres, lying west of the applicant's request and east of Tarrant Road, be changed from Restricted Industrial to Medium Density Residential.

&

BSC Holdings, Inc. Zoning Case 12-08

A request by BSC Holdings, Inc. to rezone approximately 6.7 acres from the Conditional Use Light Industrial (CU-LI) District to a Planned Unit Development-Limited (PDL) District. The site is lying along the west side of Piedmont Parkway and north of Platinum Drive.

Ms. Heidi Galanti presented Land Use Plan Amendment Case 12-04 and recommended approval as outlined in the staff report. Mr. Herbert Shannon presented Zoning Case 12-08 and recommended approval as outlined in the staff report.

Speaking in favor of the request was the applicant, Mr. Barry Siegal, Developer, Managing Member, Banner Ridge Investments, 3411-D West Wendover Avenue, Greensboro, NC. Mr. Siegal commented this idea of creating for rent single-family developments has been well received in other areas and he has developed two similar projects in Winston-Salem. This plan targets those individuals who desire to rent but do not want apartment living and prefer a single-family detached dwelling, but none of the yard or home maintenance responsibilities. Homes backing to Piedmont Parkway are proposed to be one-story and will sit approximately 4-feet below the elevation of Piedmont Parkway. Landscaping plan will be installed along the Piedmont Parkway frontage of the site to protect the privacy of tenants.

No one spoke in opposition to these two requests.

The Planning & Zoning Commission recommended approval of Land Use Plan Amendment Case 12-02, by a vote of 8-0.

The Planning & Zoning Commission recommended approval of Zoning Case 12-08, by a vote of 8-0.

CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT

STAFF REPORT
LAND USE PLAN AMENDMENT CASE 12-04, AND ZONING CASE 12-08
August 20, 2012

Requests		
Applicant: BSC Holdings, Inc.	**Owner:** BSC Holdings, Inc.	
Land Use Plan Amendment (LUPA) Proposal: To change the Land Use Map classification for approximately 15.7 acres	**From:** **To:**	Restricted Industrial Medium Density Residential
Zoning Proposal: To rezone approximately 6.7 acres.	**From:** **To:**	CU-LI Conditional Use Light Industrial District PDL Planned Unit Development-Limited District

Site Information		
Location:	The site is lying along the west side of Piedmont Parkway and north of Platinum Drive.	
Tax Parcel Numbers:	**LUPA Amendment**	**Zoning Request**
	0210376 (portion) and 0210377 (portion)	0210376
Site Acreage:	**LUPA Amendment**	**Zoning Request**
	Approximately 15.7 acres *(Applicant requested 5.4 acres. An additional 10.3 acres is recommended by staff)*	Approximately 6.7 acres
Current Land Use:	**LUPA Plan Amendment**	**Zoning Request**
	Multi-family development and undeveloped parcel	Undeveloped parcel
Physical Characteristics:	The site is wooded and has a relatively flat terrain with no distinguishing features.	
Water and Sewer Proximity:	A 12-inch City water line lies adjacent to the site along Piedmont Parkway and an 8-inch City water line is to the south in Platinum Drive. An 8-inch City sewer line is running along the southwestern boundary of the site.	
General Drainage and Watershed:	The site drains in a general southerly direction and development is subject to the City Lake General Watershed Area (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, and for single-family developments with a gross density of 2 units per acre or more.	
Overlay District(s):	City Lake General Watershed Area (GWA)	

Adjacent Property Zoning and Current Land Use			
North:	LI	Light Industrial District *(Guilford County)*	Industrial use *(across Piedmont Parkway)*
South:	CU RM-12	Conditional Zoning Residential Multifamily-12 District	Multi-family(apartment complex)
East:	CU-LI	Conditional Use Light Industrial District	Undeveloped *(across Piedmont Parkway)*
West:	CU RM-12 AG	Conditional Zoning Residential Multifamily-12 District Agricultural District *(Guilford County)*	Multi-family(apartment complex), narrow undeveloped parcel and adjacent industrial use

Adjacent Land Use Designations	
North:	Restricted Industrial
South:	Medium Density Residential
East:	Restricted Industrial
West:	Restricted Industrial

Purpose of Existing and Proposed Land Use Designations	
Existing Designation:	**Restricted Industrial:** This classification accommodates office, warehouse, research and development, distribution, and light manufacturing or assembly uses on larger sites in unified developments.
Proposed Designation:	**Medium-Density Residential:** This classification includes a variety of attached dwellings, generally including higher density townhouses and less land-intensive multi-family housing such as garden apartments. Development densities shall range from eight to sixteen dwelling units per gross acre.

Relevant Land Use Policies and Related Zoning & LUPA History	
Community Growth Vision Statement	This request is neither in conflict with the Community Growth Vision Statement's goals and objectives nor does it promote those goals and objectives.
Land Use Plan Goals, Objectives & Policies:	The following goals and objectives of the Land Use Plan are relevant to this request: Goal #3: Provide a wide range of housing opportunities for families of all income levels. Goal #5: Promote an urban growth pattern that occurs in an orderly fashion and conserves the land resources of the city and its planning area. Obj. #3. Provide opportunities for an adequate supply of affordable housing at appropriate locations convenient to employment, shopping, and service areas. Obj. #11. Enhance the aesthetic appearance of High Point by preserving the scenic quality of its major gateway streets and travel corridors and by providing appropriate landscaped buffers and transitional uses between low and high-intensity land uses.
Relevant Area Plan:	There are not any applicable area plans for this area.

Zoning History:	The zoning site was part of Conditional Use Permit 98-24 which received zoning approval in July 1998. This zoning approval established multi-family and light industrial zoning for approximately 88 acres east of Tarrant Road and along both sides of Piedmont Parkway, which at that time was not constructed. Since obtaining zoning approval the multi-family zoned area has developed; however, none of the industrial zoned areas of CUP98-24 have developed.
LUPA History:	There have been no recent land use plan amendments in this immediate area.

Transportation Information			
Adjacent Streets:	**Name**	**Classification**	**Approx. Frontage**
	Piedmont Parkway	Major Thoroughfare	1,175 feet
	Platinum Drive	Private Street	202 feet
Vehicular Access:	The rezoning site will use the two existing access points on Piedmont Parkway consisting of a driveway cut near the northern boundary of the site and existing Platinum Drive private street access. The northern access must be shared with Guilford County Tax Parcel #0154709.		
Traffic Counts: *(Average Daily Trips)*	Piedmont Parkway	26,400 ADT (2012, 24-hour count)	
Estimated Trip Generation:	Based on the information provided by the applicant, the proposed 33 single-family units will generate less than 330 trips/day.		
Traffic Impact Analysis:	**Required**		**Comment**
	Yes:	No X	N/A
Pedestrian Access:	Development of the site is subject to the sidewalk requirements of the Development Ordinance.		

School District Comment				
Guilford County School System				
Local Schools:	**Enrollment: (Fall 2012)**	**Maximum Design Capacity:**	**Mobile Classrooms:**	**Projected Additional Students:**
Colfax Elementary School	705	763	7	9 - 11
Southwest Middle School	1,131	888	10	4 - 6
Southwest High School	1,401	1,040	11	5 - 7
School District Remarks:	None			

Planned Unit Development (PUD) Overview

Planned Unit Development (PUD) Districts are termed "floating districts" by the Development Ordinance, meaning they may be applied anywhere within the City but only pursuant to a specific zoning map amendment request. All PUD districts are reviewed and approved through the conditional zoning process. The applicant has requested a Planned Unit Development-Limited (PDL) District, which is required to contain at least five but fewer than twenty contiguous acres under unified ownership or control and it's intended to accommodate all uses permitted in residential, office, or commercial zoning districts. The dimensional standards of the Ordinance are waived in a PDL District, except when the proposed PUD District is located that

within fifty feet of any residential district. In that situation the height regulations of that adjacent residential district shall apply. Additionally, the scale and setbacks of buildings and structures in a PDL District, within seventy-five feet of the perimeter the site, shall be in harmony with development on adjacent lands.

A PUD is an optional form of land development designed to permit multiple housing types or land uses that are planned for and controlled by a master plan called a PUD Master Plan. The main advantage of a PUD zoning is the design flexibility afforded it through the Development Ordinance. Specific development standards pertaining to density, size, location and arrangement of buildings, lot dimensions, and landscaping are set aside by the Ordinance. In their place, the general development standards for PUDs, found in Section 9-4-3(a)(3), and the site-specific development standards approved in the Conditional Zoning Ordinance and the PUD Master Plan governs the land uses permitted on the site and the manner in which they may develop.

Details of Proposal

1. General Overview:
   The applicant has submitted this land use plan amendment and zoning application to obtain approval to develop a 33-unit residential community. The PUD Master Plan, PUD Statement of Intent and Conditional Zoning Ordinance offered by the applicant outlines their intent to build and operate 33 single family homes as a rental facility and not subdivide the property or create individual lots or condominium units for individual ownership.

   The applicant's PUD Statement of Intent notes the desire to build a high-end rental development, with on-site amenities, targeted towards individuals who work in the Piedmont Center Industrial/Business Park. The proposed development will function as an extension of the existing Granite Ridge Apartment Complex, which is also owned by the applicant. Units will be managed by the staff of the abutting multifamily complex, tenants will have access to the apartment complex's recreational and amenity areas, and the existing gated private entrance (Platinum Drive) will serve as the main entrance to this new development.

2. Summary of Land Use Plan Amendment Request:
   The site associated with this case is approximately 6.7 acres. The northern two-thirds of the site has a Restricted Industrial Land Use Map designation. The Land Use Plan Amendment submitted by the applicant proposes an expansion of the abutting Medium Density Residential land use classification for approximately 5.4 acres of the site to accommodate the proposed residential uses.

   In addition to that, the Planning & Development Department is recommending a Medium Density Residential land use classification for 10.3 acres lying west of the applicant's request and east of Tarrant Road, currently designated Restricted Industrial. This will match the existing northern limits of the CU-RM-12 District zoning and multi-family development in this area. The Land Use Plan Amendment covers a total of 15.7 acres

3. Summary of Zoning Request:
   The development scenario proposed by the applicant is unique in that it is to consist of single-family detached rental dwellings on one large parcel. The development will operate similar to an apartment use where multiple units for rent are on a single parcel, except the units are single-family detached rather than multi-family structures. However, to achieve the

development goal of 33 single-family detached dwellings on one lot requires use of the PUD zoning district. A PUD Master Plan, depicting the manner in which the site is to be developed, has been submitted and included with this report.

Staff Analysis

Section 9-3-13 of the Development Ordinance states that the Planning & Zoning Commission and the City Council shall be guided by the purposes and intent of the Development Ordinance and shall give consideration to the following in the review and discussion of any Conditional Zoning application. To provide a framework for review of PUD development proposals, the City has established specific findings, in addition to those normally required for a conditional zoning district, that must be made. These findings help ensure that the proposed development will be constructed as a cohesive, unified project; that it will utilize an efficient, attractive, and environmentally sensitive design; and that it will generally be of a higher quality than otherwise required by the application of conventional zoning district regulations.

Based on the applicant's submittal and proposed conditions, as they existed on the date of this report, the Planning and Development Department offers the following comments relative to these ordinance considerations.

PUD Findings: **Applications for Planned Unit Development Districts shall be approved only if all of the following findings are made:**	
Finding#1	**That application of planned unit development requirements to the property will produce a development of equal or higher quality than otherwise required by the strict application of conventional regulations of districts designated by the adopted Land Use Plan;**
	Staff Comments: Objective 11 of the Land Use Plan addresses enhancing the aesthetic appearance of the City's major gateway streets and travel corridors and by providing appropriate landscaped buffers. The site fronts along Piedmont Parkway, a 4-lane major thoroughfare. The PUD Master Plan shows that the rears of some of the structures abut this roadway. To screen rear yard activities from the roadway, the applicant has offered higher street yard planting standards to promote a more aesthetically pleasing image of the development along this corridor. Rather than installing the normal 8-foot wide street planting yard with 2 trees and 17 shrubs every 100 linear feet, the applicant has offered to provide a minimum 30-foot wide Type B planting yard with a minimum 4-foot high berm along the sites Piedmont Parkway frontage. The B yard will provide a higher planting rate of 8 trees and 25 shrubs every 10 linear feet.
Finding#2	**That application of planned unit development requirements to the property will encourage innovative arrangement of buildings and open spaces to provide efficient, attractive, flexible, and environmentally sensitive design;**
	Staff Comments: The layout of the proposed development, as depicted on the PUD Master Plan, promotes a safe and integrated pedestrian circulation system. The PUD Master Plan shows a private street running through the development providing access to all the units. The applicant is installing a 5-foot wide sidewalk along this private street that will connect to the internal open space and amenity areas within the development.

	The sidewalk will also will extend outside of the site to connect to the abutting recreational area (clubhouse, swimming pool and tennis court) of the adjoining Granite Ridge Apartment Complex and to the existing sidewalk network along Piedmont Parkway.
Finding#3	**That application of planned unit development requirements to the property will produce a development functioning as a cohesive, unified project and;**
	Staff Comments: Based on site layout depicted on the PUD Master Plan, and design features outlined in the PUD Statement of Intent, the proposed PUD will function as a cohesive and unified project in conjunction with the adjacent multifamily development. The existing private gate entrance to the Granite Ridge complex will serve as main entrance to this development; tenants of this PUD will have access to the Granite Ridge recreational and amenity areas; and the proposed units will have exterior materials compatible to the abutting Granite Ridge Complex
Finding#4	**That application of planned unit development requirements to the property will not substantially injure or damage the use, value, and enjoyment of surrounding property nor hinder or prevent the development of surrounding property in accordance with the adopted plans and policies of the City.**
	Staff Comments: The site abuts and 4-lane major thoroughfare to the north and east, a multi-family use to the south and west, and an undeveloped parcel and an adjacent industrial use to the northwest. The requested single-family use is less intensive than all of the existing surrounding uses. Staff has not identified any evidence to date that development, as outlined in the PUD Statement of Intent, will substantially damage, or hinder the use of surrounding property owners.

Consistency with Adopted Plans:
The proposed Conditional Zoning District is appropriate for its proposed location and is consistent with the purposes, goals, objectives and policies of relevant comprehensive land use or area plans
Staff Comments: The applicant's land use amendment and rezoning are supported by Goals 3 & 5 and Objective 3 of the Land Use Plan. The requested Medium Density Residential land use classification and residential PUD use will promote an urban growth pattern that occurs in an orderly fashion and it is located near an existing industrial/business park with a large employment base.

Review Factors:	
The applicant's proposed Conditional Zoning District, including the proposed use(s), written conditions and Conditional Zoning Plan, satisfactorily meets or addresses the following:	
Factor #1	**Produces a development that is compatible with surrounding development character and land uses;**
	Staff Comments: This review factor has been addressed above in the in the PUD Findings.

Factor #2	**Minimizes or effectively mitigates any identified adverse impact on adjacent and nearby property, such as that caused by traffic, parking, noise, lighting, trash, loading areas, etc.;**
	Staff Comments: The requested single-family use is less intensive than all of the surrounding uses. Staff has not identified any evidence to date that development would adversely impact adjacent property owners.
Factor #3	**Minimizes or effectively mitigates any identified adverse environmental impact on water and air resources, minimizes land disturbance, preserves trees and protects habitat;**
	Staff Comments: Staff has not identified any environmental impacts based upon the proposed district.
Factor #4	**Minimizes or effectively mitigates any identified adverse impact on municipal facilities and services, such as streets, potable water and wastewater facilities, parks, police and fire; and;**
	Staff Comments: The site is within an area currently served by City of High Point utilities and services. The proposed development has no known impacts on municipal services.
Factor #5	**Minimizes or effectively mitigates any identified adverse effect on the use, enjoyment or value of adjacent properties.**
	Staff Comments: This review factor has been addressed above in the in the PUD Findings.

Changes in the Area:

There have been changes in the type or nature of development in the area of the proposed Conditional Zoning District that support the application.

Staff Comments:

Due to the vicinity of the Piedmont Center Industrial/Business Park and heavy industrial uses to the north, it was envisioned in the early 1990s that some additional expansion of industrial uses could occur in this area which supported establishing industrial classifications on the City's Land Use Map and industrial zoning. The construction of Piedmont Parkway from Tarrant Road to W. Wendover Avenue, has acted as a boundary separating industrial uses lying north & east of this roadway from the mostly residential uses to the west. The requested land use amendment and rezoning, to allow residential rather than industrial uses, is in keeping with the surrounding development pattern and compatible with abutting land uses.

Development Patterns:

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

Staff Comments:

The applicant's PUD Statement of Intent outlines their goal for the zoning site and the abutting Granite Ridge Apartment Complex to function as a unified development. Based on surrounding uses and the manner in which the Piedmont Parkway extension divided this industrial zoned parcel, the requested residential development is a logical land use for this triangular shape parcel. Based on conditions offered by the applicant and the development layout on their PUD Master plan, the requested PDL District will promote an orderly development pattern.

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

Staff Comments:
In this case, staff suggests that the approval of the applicant's request is reasonable and in the public interest because: 1) subject to the approval of Land Use Plan Amendment Case 12-04, the requested PDL District is consistent with adopted plans, 2) proposed residential uses is less intensive and will tie in to the abutting residential development to ensure compatibility the with existing development pattern in the area, 3) conditions offered by the applicant providing for higher landscaping standards along Piedmont Parkway along with layout depicted on the PUD Maser Plan will insure the request will be in harmony with the area; 4) provisions for a sidewalk pedestrian circulation system that runs though the site and externally to adjacent recreational areas and to the sidewalk along Piedmont Parkway provides for a higher development standard; and 4) the extension of Piedmont Parkway clearly separates industrial and residential uses in this area and further supports this amendment to the Land Use Map and rezoning for residential uses for this site.

Recommendation

1. **Land Use Plan Amendment Case 12-04:**
   Staff Recommends Approval:
   Staff recommends approval of the request to change the future land use designation for approximately 15.7 acres to the Medium Density Residential land use classification. The request meets the goals and objectives of the Land Use Plan and will be in harmony with the land use pattern of the surrounding area.

2. **Zoning Case 12-08:**
   Staff Recommends Approval
   Subject to approval of LUPA 12-04, the request will be in conformance with adopted plans. As addressed in the Staff Analysis section of this report, conditions offered by the applicant address objectives of the Land Use Plan and will ensure development of the zoning site will be compatible with adjacent uses and promote the higher standards envisioned for a PUD development. The Planning & Development Department recommends approval of the request to rezone this 6.7 acre parcel to the PDL District.

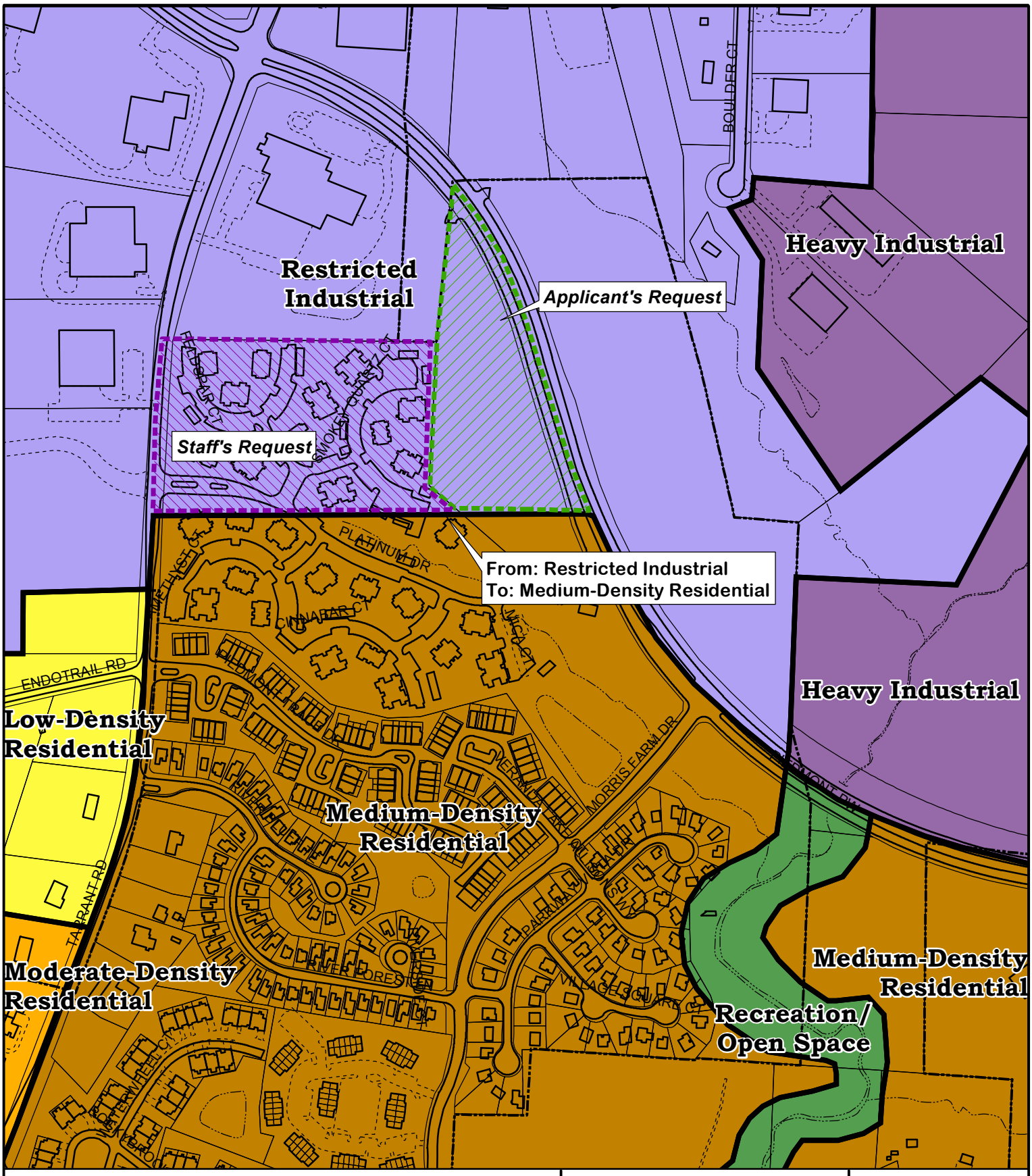
Required Action

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

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

Report Preparation

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



Land Use Plan Amendment 12-04

Request: From: Restricted Industrial
To: Medium Density Residential

Existing Land Use Plan
Subject Property Boundary

Planning & Development Department

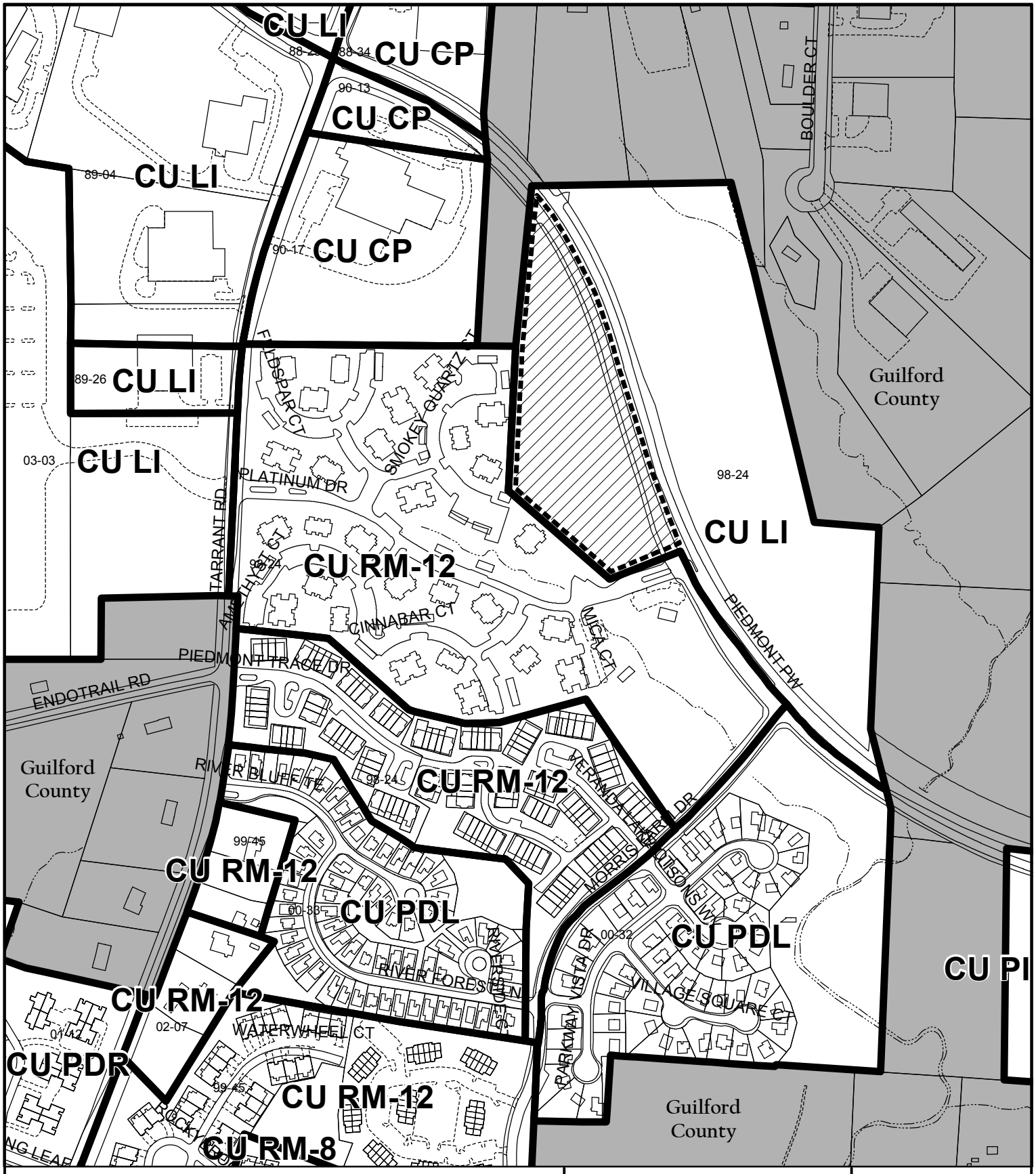
City of High Point

Date: August 9, 2012

N

Scale: 1'=400'

y:/ba-pz/2012/pz/z12-04.mxd



ZONING CASE 12-08

From: Conditional Use Light Industrial
To: Planned Unit Development-Limited

Existing Zoning Boundary
Subject Property Boundary

Planning & Development Department

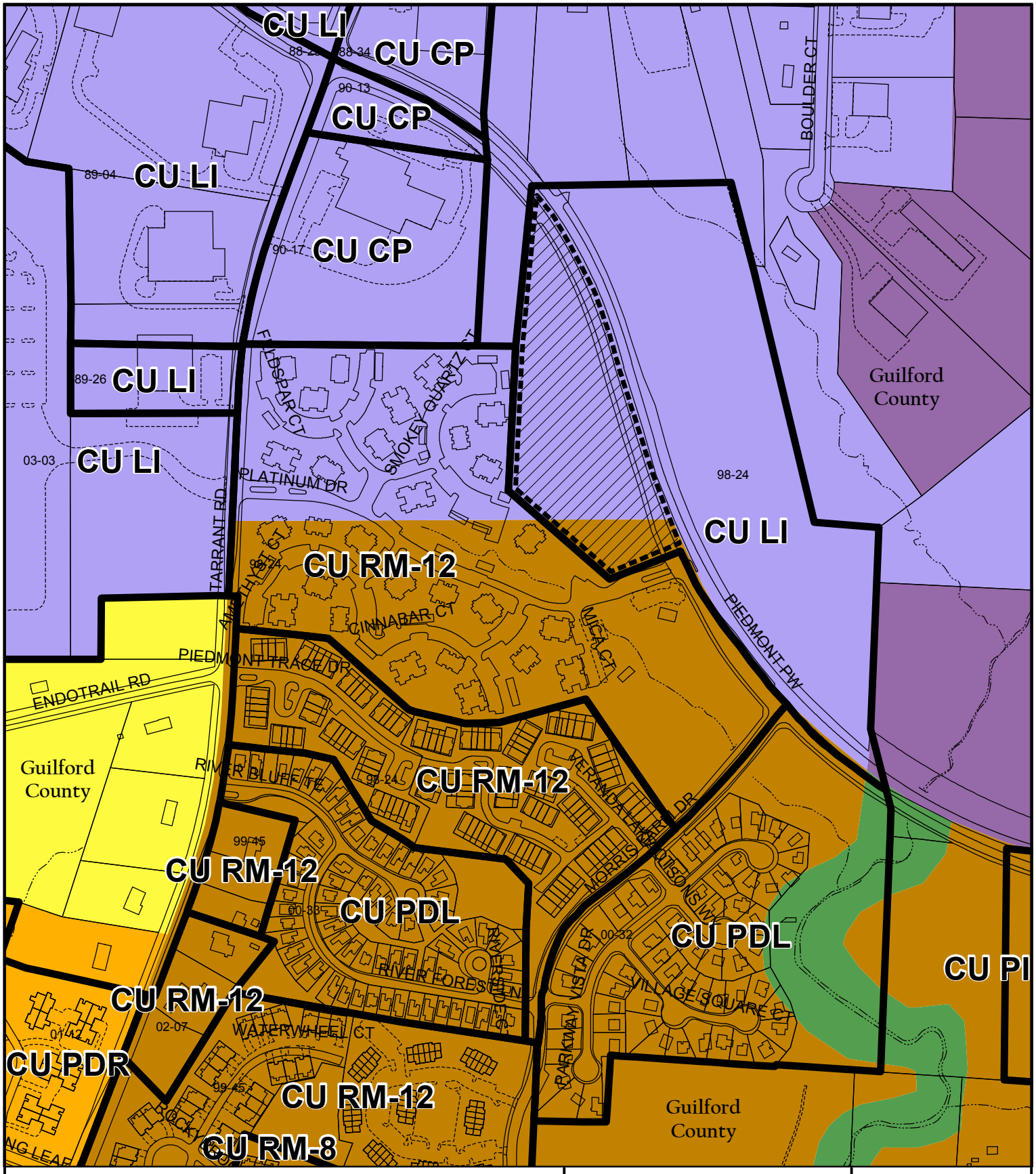
City of High Point

Date: August 9, 2012

N

Scale: 1'=400'

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ZONING CASE 12-08

Land Use Plan

- Low-Density Residential
- Moderate-Density Residential
- Medium-Density Residential
- Restricted Industrial
- Heavy Industrial
- Recreation/Open Space

Planning & Development Department

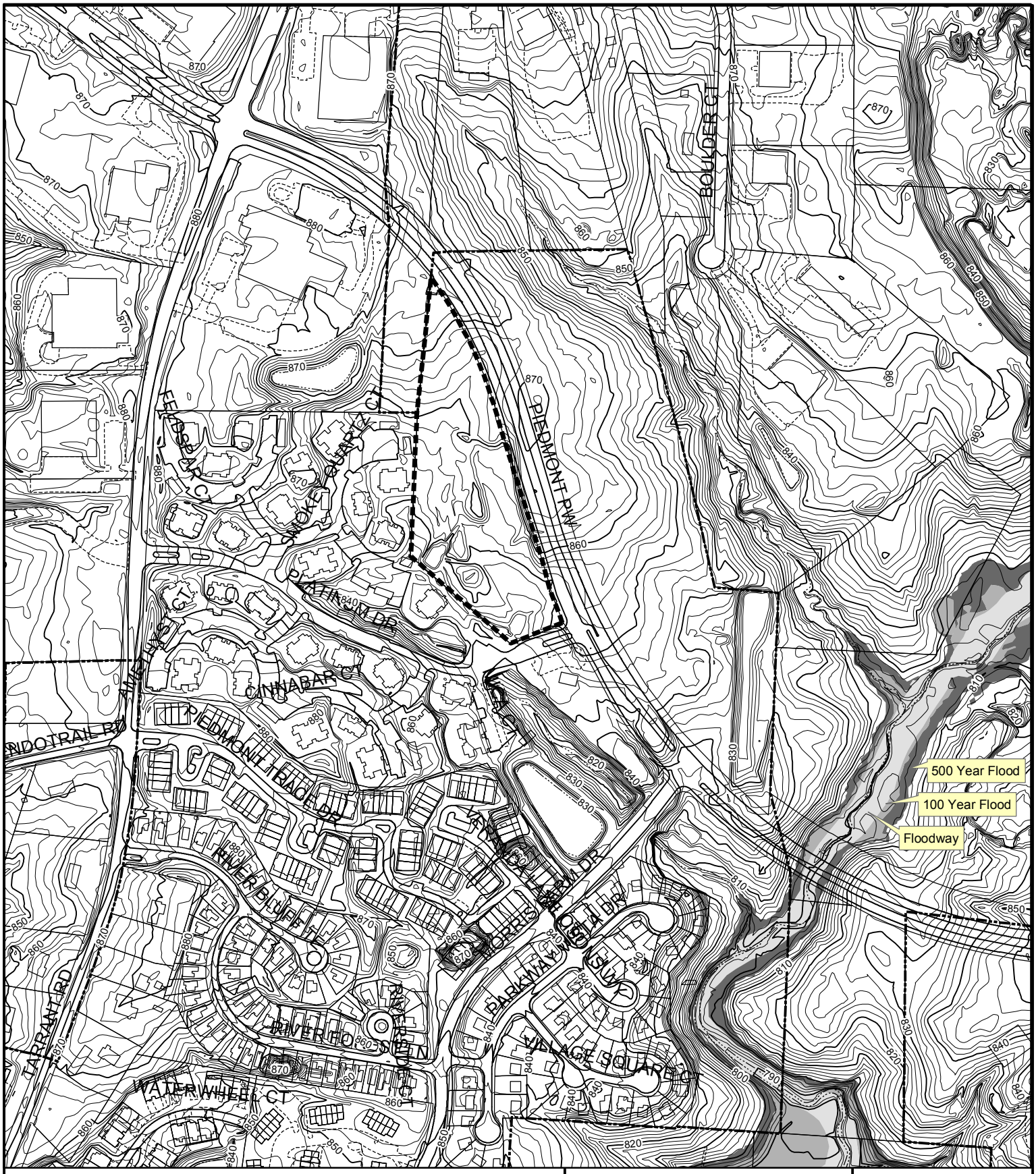
City of High Point

Date: August 24, 2012

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Scale: 1'=400'

y:/ba-pz/2012/pz/z12-08clu.mxd



ZONING CASE 12-08

Topography

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

Planning & Development Department

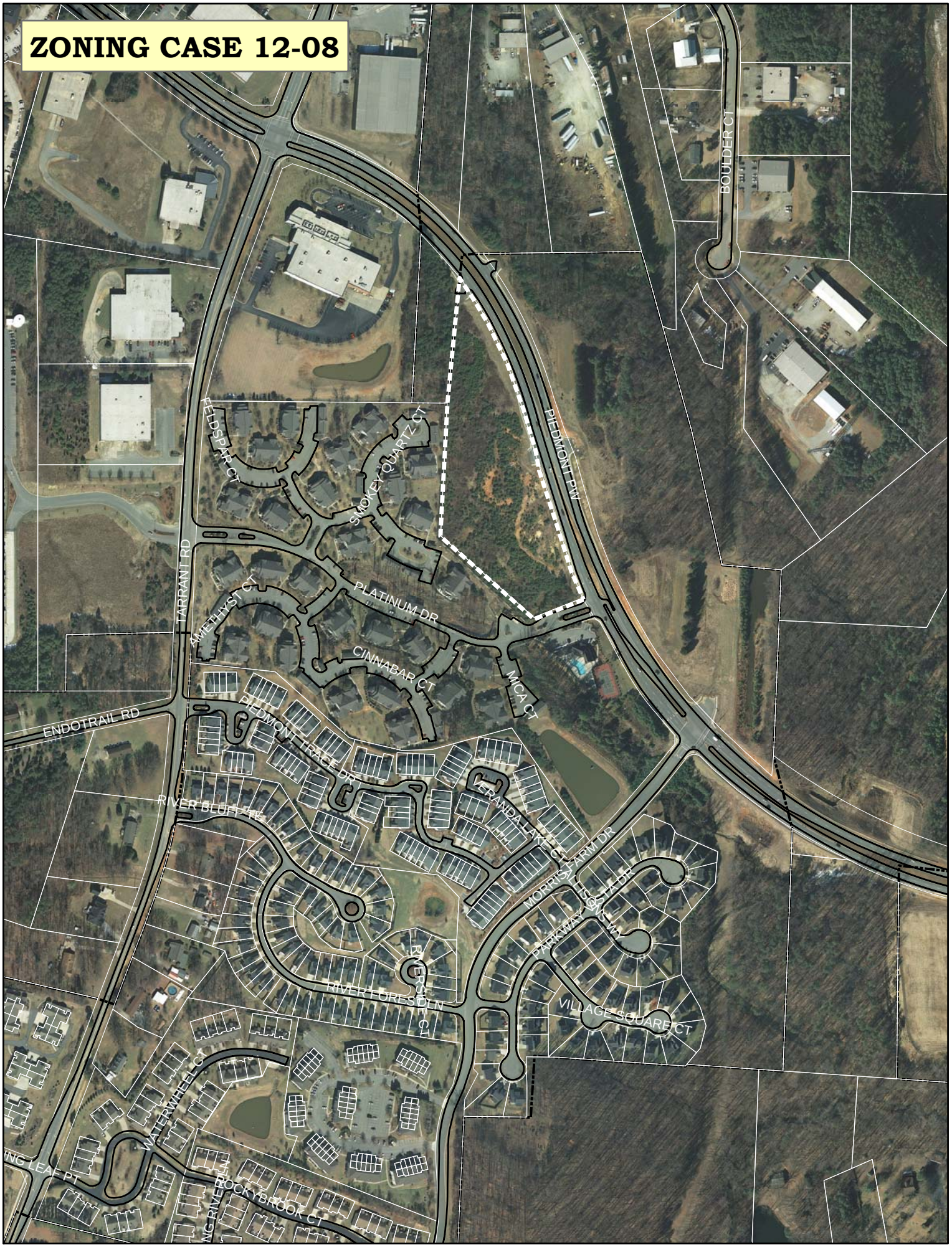
City of High Point

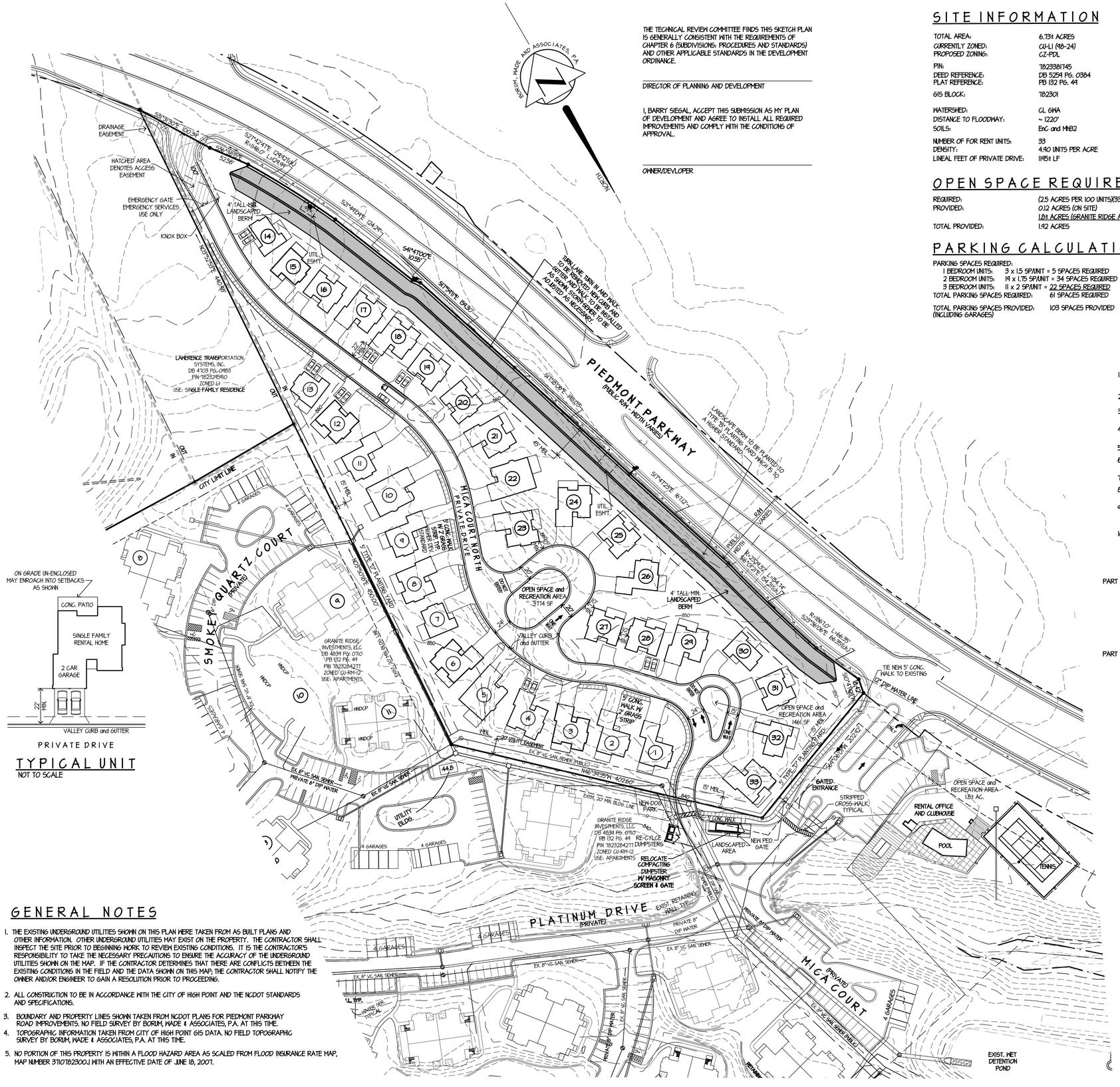
Date: August 14, 2012

N

Scale: 1'=300'

y:/ba-pz/2012/pz/z12-08topo.mxd


ZONING CASE 12-08
BOULDER CT
PIEDMONT PW
FELDSPAR CT
SMOKEY QUARTZ CT
TARRANT RD
AMETHYST CT
PLATINUM DR
CINNABAR CT
MICA CT
ENDOTRAIL RD
PIEDMONT TRACE DR
RIVER BLUFF TR
GRANDA LAKE CT
MORRIS FARM DR
PARKWAY CENTRAL DR
RIVER FOREST LN
VILLAGE SQUARE CT
WATERWHEEL CT
ROCKY BROOK CT


BORUM, WADE AND ASSOCIATES, P.A.
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, BARRY SIEGAL, ACCEPT THIS SUBMISSION AS MY PLAN OF DEVELOPMENT AND AGREE TO INSTALL ALL REQUIRED IMPROVEMENTS AND COMPLY WITH THE CONDITIONS OF APPROVAL.
OWNER/DEVLOPER
PIEDMONT PARKWAY
PUBLIC RAM - WIDTH VARIES)
SMOKE QUARTZ COURT
(PRIVATE)
MIGA COURT NORTH
PRIVATE DRIVE
PLATINUM DRIVE
(PRIVATE)
MIGA COURT
(PRIVATE)
DRAINAGE EASEMENT
HATCHED AREA DENOTES ACCESS EASEMENT
EMERGENCY GATE EMERGENCY SERVICES USE ONLY
KNOX BOX
4' TALL-MIN LANDSCAPED BERM
LAWRENCE TRANSPORTATION SYSTEMS, INC. DB 4103 PG. 0983 PIN 7823284940 ZONED: LI USE: SINGLE FAMILY RESIDENCE
CITY LIMIT LINE
GRANITE RIDGE INVESTMENTS, LLC DB 4834 PG. 0710 / PB 132 PG. 44 PIN 7823284271 ZONED CU-RM-12 USE: APARTMENTS
OPEN SPACE and RECREATION AREA 3714 SF
OPEN SPACE and RECREATION AREA 1461 SF
OPEN SPACE and RECREATION AREA 1.01 AC.
VALLEY CURB and GUTTER
5' TYPE 'C' PLANTING YARD
TURN LANE TAPER IN AND WALK TO BE REMOVED, NEW CURB AND GUTTER AND 5' WALK TO BE INSTALLED AS SHOWN. STORM DRAIN TO BE ADJUSTED AS NECESSARY.
LANDSCAPE BERM TO BE PLANTED TO TYPE 'D' PLANTING YARD HIGH & TO A HIGHER STANDARD
TIE NEW 5' CONC. WALK TO EXISTING
12" DIP WATER LINE
GATED ENTRANCE
STRIPPED CROSS-WALK TYPICAL
RENTAL OFFICE AND CLUBHOUSE
POOL
TENNIS
NEW DOG PARK
NEW PED GATE
LANDSCAPED AREA
RELOCATE COMPACTING DUMPSTER W/ MASONRY SCREEN & GATE
RE-CYCLE DUMPSTERS
UTILITY BLDG.
4 GARAGES
EXIST. WET DETENTION POND
EX. 8" VC SAN SEWER
PRIVATE 8" DIP WATER
EX. 8" VC SAN SEWER PUBLIC
3' CONC. WALK w/ 2' GRASS STRIP
5' CONC. WALK
GRANITE RIDGE INVESTMENTS, LLC DB 4834 PG. 0710 PB 132 PG. 44 PIN 7823284271 ZONED CU-RM-12 USE: APARTMENTS
GRANITE RIDGE INVESTMENTS, LLC DB 4834 PG. 0710 PB 132 PG. 44 PIN 7823284271 ZONED CU-RM-12 USE: APARTMENTS
LANDSCAPE PLANTING YARD
S24°14'40"E 1234.25'
S24°14'40"E 1035'
S31°41'20"E 1012.37'
S24°14'40"E 1011.37'
S24°14'40"E 1035'
S24°14'40"E 1035'
S24°14'40"E 1035

Planned Unit Development Statement of Intent.

Applicant: BSC Holdings, Inc. Date: June 11, 2012

a) The applicant intends to develop 33 single-family detached dwelling as rental units on this one parcel. The intent is to build and operate the 33 single-family detached dwelling project as a rental development.

b) There is no intent to subdivide the property or to create individual lots or condominium units for individual ownership. The PUD zoning approval and PUD Master Plan for this site provides no provision for subdivision of land.

c) The intent is to build a high-end rental development with on-site amenities. Single-family structures will have brick veneer in the front façade. Target market of the rental units will be individuals who work in the Piedmont Center Business Park. This development will bring a high value to the area; dwelling units will be maintained as rental units and will be managed by the staff of the abutting Granite Ridge Apartment Complex, which is also owned by the applicant of the zoning request.

d) The intent is for the Granite Ridge Apartment Complex and this new 33-unit rental development to function as a cohesive unified development. The existing private gate entrance to the apartment complex (Platinum Drive) will be the main entrance to this new rental development. All tenants of this 33-unit rental development will have access to the Granite Ridge Apartments Recreational and Amenity areas.

e) The intent is for units to be limited to a maximum of two stories in height, wood framed, and a brick and vinyl siding veneer compatible in architecture to the adjoining Granite Ridge Apartment Complex.

f) Access to the 33 single-family unit development will be restricted to one access point from the Granite Ridge Apartments by extension of a private street. Emergency access into the site will be provided by the continuation of a private street through the zoning site to Piedmont Parkway at the existing curb cut located on the most northern portion of the site adjacent to tax parcel 0154709, currently owned by Lawrence Transportation. The private street will be gated and a knox box, for emergency personal access, will be provided as shown on the PUD Master Plan.

g) All streets in the development are private. No city services will be needed.

h) No parking lots will exist in this 33-unit development. Each house will have a driveway wide enough to fit two cars. Each house will have its own landscaping consisting of a tree, bushes, etc

i) There will also be a landscape buffer, with a berm, installed between the sidewalk along Piedmont Parkway and the single family structures in the development. The berm will be a minimum of 4 feet tall as measured from the sidewalk along Piedmont Parkway and the homes will sit at least a foot below the sidewalk level.

PROPOSED USES AND CONDITIONS FOR A CONDITIONAL ZONING DISTRICT
CITY OF HIGH POINT, NORTH CAROLINA

Zoning Case 12-08
Conditional Zoning Planned Unit Development – Limited District
(CZ-PDL)

June 29, 2012
(Submitted)

The property owner requests a Conditional Zoning District on the property described in this document and offers the following conditions to be placed on the property. If adopted by the City Council, then these conditions contained herein will be incorporated into the Conditional Zoning District ordinance of adoption. These conditions are not valid unless affirmed by the property owner or authorized representative or representative with an approved power of attorney. The City Council and the property owner or authorized representative must agree on revisions or additional conditions prior to the approval of this Conditional Zoning District.

Part I. USES:

A. Thirty-three (33) single-family detached dwelling units.

B. The property herein described shall be perpetually bound by the use(s) authorized and condition(s) imposed, unless subsequently changed or amended as provided for by the Development Ordinance. Except as provided for in this Conditional Zoning Ordinance, all requirement and standards of the Development Ordinance shall be required to be met and development of the site is subject to requirements of the City of High Point Development Ordinance. Development of the site shall be substantially consistent with the PUD Master Plan.

Part II. CONDITIONS:

A. Development and Dimensional Requirements.

1) Dimensional Requirements are as follows:

Minimum street setback (Major thoroughfare - Piedmont Parkway): ——	45 ft. R/W
Minimum street setback Private Drive (front setback measured from edge of curb of private drive) • Where no sidewalk is located along private drive—————— • Where sidewalk is located along the private drive——————	 22 ft 25 ft.
Private Drive (side corner measured from edge of curb of private drive)	10 ft.
Minimum Interior Setback (rear & side yard measured from property line):	15 ft.
Minimum Building Separation:	10 ft.
Maximum Building Height: (maximum of two stories in height)	50 ft.
Accessory Structures • No detached accessory storage building(s) shall be permitted. This condition	

shall not prohibit accessory amenity structures within the common area such as gazebos or similar structures.
- At grade, decks or patios may encroach five (5) feet into rear yard setback area.
- Enclosed patios/sun rooms, etc shall meet above noted principal building setback standards.

B. Landscaping, Buffers and Screening.
   1) A minimum thirty (30) foot wide Type B planting yard shall be installed along the Piedmont Parkway frontage of the zoning site. A minimum four (4) foot high landscaped berm shall be installed along the Piedmont Parkway frontage of the zoning site.

   2) All trash holding receptacles and/or dumpsters shall be screened from view of any public right-of-way and from all adjoining residentially zoned properties and/or uses.

C. Recreational Amenities.
   1) All tenants of this property will have access to Granite Ridge Apartments Recreational and Amenity areas.

D. Transportation Conditions.
   1) Access: This rezoning site shall take access through the existing access points on Piedmont Parkway
      a) The eastern access point will be through Platinum Drive.
      b) The existing western access point must be shared access with Guilford County Tax Parcel #0154709.
      c) Close the existing full movement access point, which is located approximately in the center of the rezoning site.

   2) The City of High Point Transportation Director and the North Carolina Department of Transportation shall approve all construction and improvements.

DESCRIPTION OF PROPERTY: An approximately 6.7 acre parcel lying along the west side of Piedmont Parkway and north of Platinum Drive. The property is also known as Guilford County Tax Parcel 0210376.

Transportation

NORTH CAROLINA'S INTERNATIONAL CITY™

June 22, 2012

To: Lee Burnette, Director of Planning and Development

From: Mark McDonald, P.E., Transportation Director

Subject: Rezoning Case #12-08, BSC Holdings, LLC. Property located west of Piedmont Parkway approximately 800' east of Tarrant Road.

My staff and I have reviewed the rezoning request and have the following comments:

A traffic impact analysis was not required for this development. To require a traffic study the proposed development must be expected to produce at least one hundred and fifty (150) trips in the AM or PM peak hour. In order to mitigate the development's impact on the surrounding roadway network the following improvements will be required on Piedmont Parkway:

Access

This rezoning site shall take access through the existing access points on Piedmont Parkway.

- The eastern access point will be through Platinum Drive.
- The existing western access point must share access with parcel # 7823295910.
- Close the existing full movement access point which is located approximately in the center of the rezoning site.

The City of High Point Transportation Director and the North Carolina Department of Transportation shall approve all construction and improvements.

If you have any questions or would like to further discuss this case, please advise.

City of High Point, P.O. 230, 211 South Hamilton Street, High Point, NC 27261 USA
Office: 336.883.3225 Fax: 336.883.8568 TDD: 336.883.8517

Citizens Information Meeting Report
Zoning Case 12-08

Submitted by: Amanda Williams on behalf of
BSC Holdings, Inc.

BSC Holdings Inc.

P.O. Box 8306
Greensboro, North Carolina 27419

Phone: 336-292-9010
Fax: 336-632-0207

June 26, 2012

Herbert K. Shannon Jr, AICP
Senior Planner & Zoning Coordinator
City of High Point
211 S. Hamilton Street
High Point, NC 27260

RE: Neighborhood Meeting Report

We have sent out letters to all property owners within 300 feet of our site with a brief summary of our development proposal and our contact information here at the office. We also have gone so far to invite them to meet with us this Friday here in our office to further discuss our development plans. I have included for your information a copy of the letter, site plan, and map that we have sent to the surrounding property owners. I have also listed below the property owners and their contact information. We will send you a summary of any telephone conversations we have with the adjacent property owners and copy of emails received, if any, or minutes of any meetings we may have with adjoining property owners on Friday. Please let me know if you need any more information and we will happy to provide it.

Surrounding Property Owners within 300 feet:

Lawrence Transportation
ATTN: Larry Harris
1101 Tarrant Road
Greensboro, NC 27410
Lharris@lawrencetransportation.com
Sent via email

Granite Ridge Investments, LLC
ATTN: Barry Siegal
PO Box 8306
Greensboro, NC 27419

Cross Engineering and Sales
ATTN: Steve Earley
4400 Piedmont Parkway
Greensboro, NC 27410
Steve.carley@crossco.com
Sent via email

Seager Investments, LLC
ATTN: Carl E. Seager
70 Park Village Lane
Greensboro, NC 27455
carl@seagerwp.com
Sent via email and regular mail

Please let me know if you need anything else.

Sincerely,

Amanda Williams

BSC Holdings Inc.

P.O. Box 8306
Greensboro, North Carolina 27419

Phone: 336-292-9010
Fax: 336-632-0207

June 26, 2012

Larry Harris
Lawrence Transportation
1101 Tarrant Road
Greensboro, NC 27410

RE: Rezoning of Subject Property (Pin # 7823381745)

Gentlemen:

This letter is being sent to you in accord with the City of High Point policy to notify adjacent property owners within 300 feet of a requested rezoning of real property. I write to advise you that Granite Ridge Investments, LLC has agreed purchase a 6.73 acre tract from Parkway Associates, LLC to construct 33 detached dwelling units for rent as an extension of the Granite Ridge Apartment Complex. Access to these units will be thru the Granite Ridge Apartment Complex as shown on the attached site plan prepared by Borum, Wade and Associates. I have also provided a map of the subject property showing the property and the surround properties. The private drive that will be constructed thru this 6.73 acre tract will tie onto Piedmont Parkway and serve as a secondary access for this site for emergency purposes only. There will be a gate to restrict access into and out of this site, but will afford emergency personnel the required secondary access into this site. The drive that will connect to Piedmont Parkway will tie into Piedmont Parkway at the location of the existing right turn lane on the northern end of the site. We will close the access point into this site in the middle of the property (as noted on the attached site plan). The median opening in Piedmont Parkway will remain as is.

The site plans submitted to the City of High Point for the rezoning of this site from Light Industrial to a PUD will require us to construct a landscape berm along Piedmont Parkway and reconstruct the sidewalk. The detached units shown on the site plan range from 1,023 square feet to 1,718 square feet, some with two car garages and will rent from approximately $1,025 to $1,560 per month. The units will be architecturally compatible to the units at Granite Ridge.

We would be pleased to provide you with any additional information that you may desire on this development. Accordingly, you may call us directly at (336) 292-9010 and ask to speak to Amanda or myself. Alternatively, you may meet with us on Friday morning anytime from 9 am to 2 pm in our office at 3411- D West Wendover Avenue to review the proposed site plan and discuss in greater detail this project.

Sincerely,

Barry Siegal

BSC Holdings Inc.

P.O. Box 8306
Greensboro, North Carolina 27419

Phone: 336-292-9010
Fax: 336-632-0207

June 26, 2012

Steve Earley
Cross Engineering and Sales
4400 Piedmont Parkway
Greensboro, NC 27410

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June 26, 2012

Carl E. Seager
Seager Investments, LLC
70 Park Village Lane
Greensboro, NC 27455

RE: Rezoning of Subject Property (Pin # 7823381745)

Gentlemen:

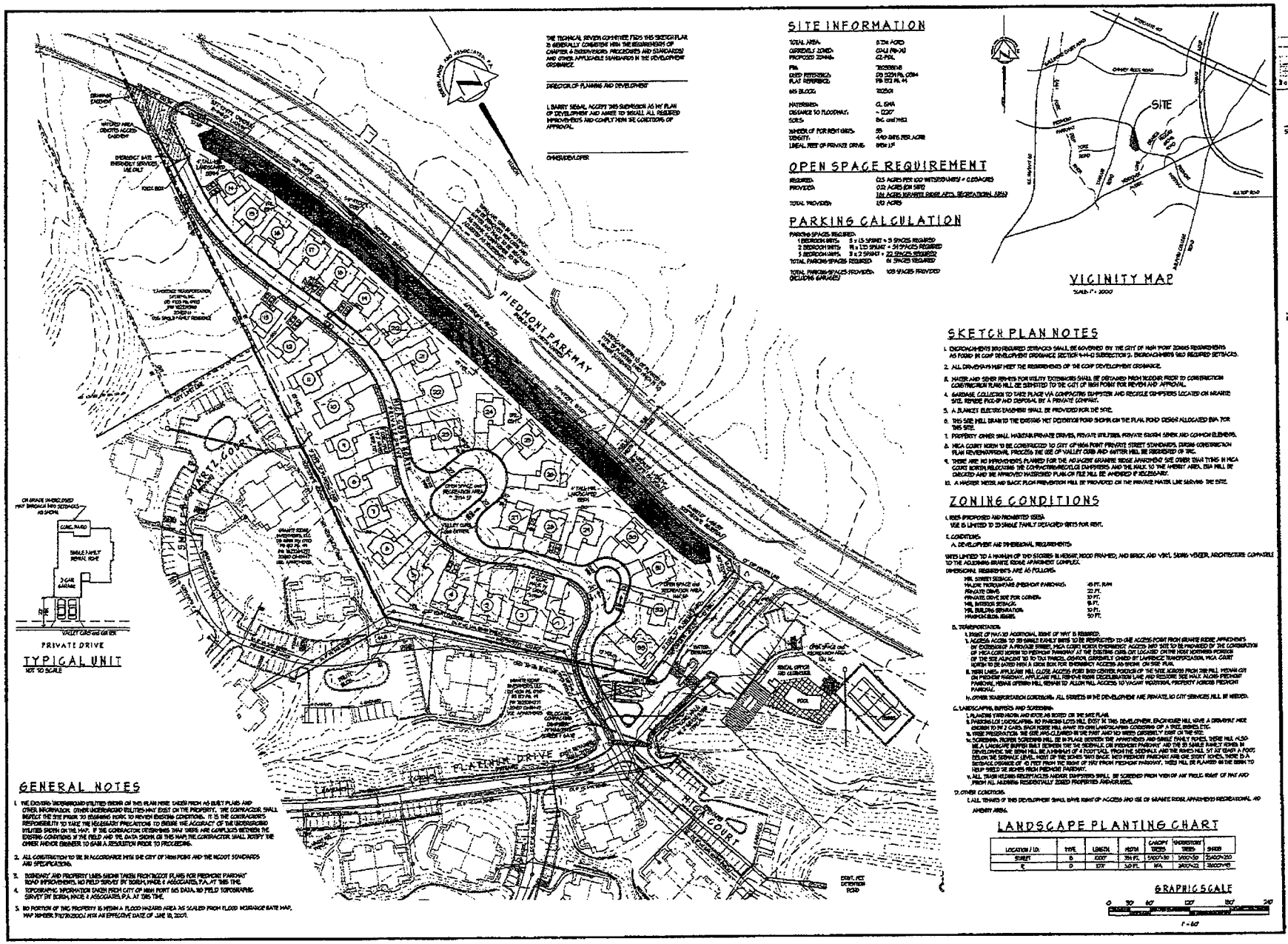
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Sincerely,

Barry Siegal



THE TECHNICAL REVIEW COMMITTEE FINDS THIS SKETCH PLAN IS GENERALLY CONSISTENT WITH THE REQUIREMENTS OF CHAPTER 4 (ADMINISTRATION, PROCEDURES AND STANDARDS) AND OTHER APPLICABLE STANDARDS IN THE DEVELOPMENT ORDINANCE.

DIRECTOR OF PLANNING AND DEVELOPMENT

I, BARRY SEIBAL, 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 INFORMATION

TOTAL AREA:	8.724 ACRES
CURRENTLY ZONED:	CU-LI (16-74)
PROPOSED ZONING:	CZ-PDL
PIN:	7829991416
DEED REFERENCE:	DB 5529/478, CORR
PLAT REFERENCE:	PB 172 PG 44
GIS BLOCK:	782991
WATERSHED:	GL EMA
DISTANCE TO FLOODWAY:	~ 1200'
SOILS:	BnC and HtG3
NUMBER OF FOR RENT UNITS:	29
DENSITY:	4.40 UNITS PER ACRE
LINEAL FEET OF PRIVATE DRIVE:	3456 LF

OPEN SPACE REQUIREMENT

REQUIRED:	0.25 ACRES PER 100 WATERSHED = 0.0 SPACES
PROVIDED:	0.22 ACRES (ON SITE)
	1.84 ACRES (GRANITE RIDGE APTS. RECREATION AREA)
TOTAL PROVIDED:	1.93 ACRES

PARKING CALCULATION

PARKING SPACES REQUIRED:

1 BEDROOM UNITS:	5 x 1.5 SPACE = 7.5 SPACES REQUIRED
2 BEDROOM UNITS:	19 x 1.25 SPACE = 24 SPACES REQUIRED
3 BEDROOM UNITS:	3 x 2 SPACE = 6 SPACES REQUIRED
TOTAL PARKING SPACES REQUIRED:	61 SPACES REQUIRED
TOTAL PARKING SPACES PROVIDED (INCLUDING GARAGES):	109 SPACES PROVIDED

VICINITY MAP

SCALE: 1" = 2000'

SKETCH PLAN NOTES

1. ENCROACHMENTS INTO REQUIRED SETBACKS SHALL BE GOVERNED BY THE CITY OF HIGH POINT ZONING REQUIREMENTS AS FOUND IN CITY DEVELOPMENT ORDINANCE SECTION 9-4-5 SUBSECTION D. ENCROACHMENTS INTO REQUIRED SETBACKS.
2. ALL DRIVEWAYS MUST MEET THE REQUIREMENTS OF THE CITY DEVELOPMENT ORDINANCE.
3. WATER AND SEWER PERMITS FOR UTILITY EXTENSIONS SHALL BE OBTAINED FROM NCDENR PRIOR TO CONSTRUCTION. CONSTRUCTION PLANS WILL BE SUBMITTED TO THE CITY OF HIGH POINT FOR REVIEW AND APPROVAL.
4. GARBAGE COLLECTION TO TAKE PLACE VIA COMPACTING DUMPSTER AND RECYCLE DUMPSTERS LOCATED ON GRANITE RIDGE APTS. REMOTE PICK-UP AND DISPOSAL BY A PRIVATE COMPANY.
5. A BLANKET ELECTRIC EASEMENT SHALL BE PROVIDED FOR THE SITE.
6. THIS SITE WILL DRAIN TO THE EXISTING WET DETENTION POND SHOWN ON THE PLAN. POND DESIGN ALLOCATED BMA FOR THIS SITE.
7. PROPERTY OWNER SHALL MAINTAIN PRIVATE DRIVES, PRIVATE UTILITIES, PRIVATE STORM SEWER AND COMMON ELEMENTS.
8. HICA COURT NORTH TO BE CONSTRUCTED TO CITY OF HIGH POINT PRIVATE STREET STANDARDS. DURING CONSTRUCTION PLAN REVIEW/APPROVAL PROCESS, THE USE OF VALLEY CURB AND GUTTER WILL BE RESEARCHED BY THE CITY.
9. THERE ARE NO IMPROVEMENTS PLANNED FOR THE ADJACENT GRANITE RIDGE APARTMENT SITE OTHER THAN THOSE IN HICA COURT NORTH RELOCATING THE DUMPSTER/RECYCLE DUMPSTERS AND THE WALK TO THE PATRIOT AREA. BMA WILL BE DISCARDED AND THE APPROVED WATERSHED PLAN ON FILE WILL BE AMENDED IF NECESSARY.
10. A MASTER METER AND BACK FLOW PREVENTION WILL BE PROVIDED ON THE PRIVATE WATER LINE SERVING THE SITE.

ZONING CONDITIONS

I. USES PROPOSED AND PROHIBITED USES:
USE IS LIMITED TO 29 SINGLE FAMILY DETACHED UNITS FOR RENT.

II. CONDITIONS:
A. DEVELOPMENT AND DIMENSIONAL REQUIREMENTS:

UNITS LIMITED TO A MAXIMUM OF TWO STORIES IN HEIGHT, WOOD FRAMED, AND BRICK AND VINYL SIDING VENEER, ARCHITECTURE COMPATIBLE TO THE ADJOINING GRANITE RIDGE APARTMENT COMPLEX.

DIMENSIONAL REQUIREMENTS ARE AS FOLLOWS:

MIN. STREET SETBACK:	
MAJOR THOROUGHFARE (FREEWAY PARKWAY):	45 FT. PLAN
PRIVATE DRIVE:	22 FT.
PRIVATE DRIVE SIDE FOR CORNER:	10 FT.
MIN. INTERIOR SETBACK:	5 FT.
MIN. BUILDING SEPARATION:	10 FT.
MAXIMUM BLDG. HEIGHT:	50 FT.

B. TRANSPORTATION:
1. RIGHT OF WAY TO BE ADDITIONAL RIGHT OF WAY IS REQUIRED.
2. ACCESS: ACCESS TO 29 SINGLE FAMILY UNITS TO BE RESTRICTED TO ONE ACCESS POINT FROM GRANITE RIDGE APARTMENTS OR EXTENSION OF A PUBLIC STREET, HICA COURT NORTH. EMERGENCY ACCESS AND SITE TO BE PROVIDED BY THE EXTENSION OF HICA COURT NORTH TO PIEDMONT PARKWAY AT THE EXISTING CURB CUT LOCATED ON THE MOST NORTHERN PORTION OF THE SITE ADJACENT TO TAX PARCEL 0269104 (CURRENTLY OWNED BY LAWRENCE TRANSPORTATION, HICA COURT NORTH TO BE GATED WITH A KNOX BOX FOR EMERGENCY ACCESS AS SHOWN ON SITE PLAN.
3. NEW LANE: APPLICANT WILL CLOSE ACCESS POINT INTO CENTER PORTION OF THE SITE ACROSS FROM 3RD HILL WORK OFF PIEDMONT PARKWAY. APPLICANT WILL REMOVE NEW DECELERATION LANE AND RESTORE SIDE WALK ALONG PIEDMONT PARKWAY. MEANS OF EGRESS WILL REMAIN TO ALLOW FULL ACCESS TO VACANT PROPERTY, PROPERTY ACROSS PIEDMONT PARKWAY.
4. OTHER TRANSPORTATION CONDITIONS: ALL STREETS IN THE DEVELOPMENT ARE PRIVATE, NO CITY SERVICES WILL BE NEEDED.

C. LANDSCAPING, BUFFERS AND SCREENING:
1. PLANTING YARD WIDTH AND STYLE AS NOTED ON THE SITE PLAN.
2. PARKING LOT LANDSCAPING: NO PARKING LOTS WILL EXIST IN THIS DEVELOPMENT, EACH HOME WILL HAVE A DRIVEWAY AND GARAGE TO PARK 2 CARS. EACH HOME WILL HAVE ITS OWN LANDSCAPING CONSISTING OF A TREE, BUSHES, ETC.
3. TREE PRESERVATION: THE SITE HAS BEEN CLEARED IN THE PAST AND NO MATURE GROWTH EXIST ON THE SITE.
4. LANDSCAPING SCREENING WILL BE IN PLACE BETWEEN THE APARTMENTS AND SINGLE FAMILY HOMES. THERE WILL ALSO BE A LANDSCAPE BUFFER STRIP BETWEEN THE SW SIDEWALK OF PIEDMONT PARKWAY AND THE 29 SINGLE FAMILY HOMES IN DEVELOPMENT. THE BERM WILL BE A MINIMUM OF 4 FOOT TALL FROM THE SIDEWALK AND THE BASE WILL SIT AT GRADE A FOOT BELOW THE SIDEWALK LEVEL. MOST OF THE HOMES TWO STORY BACK INTO PIEDMONT PARKWAY AND ARE ONE STORY. THERE IS A GARBAGE DISTANCE OF 40 FEET FROM THE RIGHT OF WAY FROM PIEDMONT PARKWAY. THERE WILL BE PLANTED ON THE BERM TO HELP SHIELD 29 HOMES FROM PIEDMONT PARKWAY.
5. ALL TRASH HOLDING RECEPTACLES AND/OR DUMPSTERS SHALL BE SCREENED FROM VIEW OF ANY PUBLIC RIGHT OF WAY AND FROM ALL ADJOINING RESIDENTIALLY ZONED PROPERTIES AND/OR USES.

D. OTHER CONDITIONS:
1. ALL TENANTS OF THIS DEVELOPMENT SHALL HAVE RIGHT OF ACCESS AND USE OF GRANITE RIDGE APARTMENTS RECREATIONAL AND AMENITY AREA.

LANDSCAPE PLANTING CHART

LOCATION / I.D.	TYPE	LENGTH	WIDTH	CANOPY TREES	UNDERSTORY TREES	SHRUBS
STREET	B	1000'	35 FT.	1/400'=3.0	1/100'=3.0	25/400'=250
R	D	175'	3.0 FT.	N/A	2/400'=1.2	25/400'=18

GRAPHIC SCALE

0 30 60' 120' 180' 240'

1" = 60'

GENERAL NOTES

1. THE EXISTING UNDERGROUND UTILITIES SHOWN ON THIS PLAN WERE TAKEN FROM AS BUILT PLANS AND OTHER INFORMATION. OTHER UNDERGROUND UTILITIES MAY EXIST ON THE PROPERTY. THE CONTRACTOR SHALL INSPECT THE SITE PRIOR TO BEGINNING WORK TO REVIEW EXISTING CONDITIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO TAKE THE NECESSARY PRECAUTIONS TO INSURE THE ACCURACY OF THE UNDERGROUND UTILITIES SHOWN ON THE PLAN. IF THE CONTRACTOR DETERMINES THAT THERE ARE CONFLICTS BETWEEN THE EXISTING CONDITIONS IN THE FIELD AND THE DATA SHOWN ON THIS MAP, THE CONTRACTOR SHALL NOTIFY THE OWNER AND/OR ENGINEER TO GAIN A RESOLUTION PRIOR TO PROCEEDING.
2. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH THE CITY OF HIGH POINT AND THE NCDOT STANDARDS AND SPECIFICATIONS.
3. BOUNDARY AND PROPERTY LINES SHOWN TAKEN FROM DEED PLANS AND PIEDMONT PARKWAY ROAD IMPROVEMENTS. NO FIELD SURVEY BY BOHN, WADE & ASSOCIATES, P.A. AT THIS TIME.
4. TOPOGRAPHIC INFORMATION TAKEN FROM CITY OF HIGH POINT GIS DATA. NO FIELD TOPOGRAPHIC SURVEY BY BOHN, WADE & ASSOCIATES, P.A. AT THIS TIME.
5. NO PORTION OF THIS PROPERTY IS WITHIN A FLOOD HAZARD AREA AS SCALED FROM FLOOD INSURANCE RATE MAP, MAP NUMBER 3510782000J WITH AN EFFECTIVE DATE OF JUNE 18, 2007.

BWA
Bohn, Wade and Associates, P.A.
643 Bryan Grey, Suite 108, Greensboro, NC 27409-2511
PO Box 27163 Greensboro, NC 27425-7163
Phone: 336.275-8477 Fax: 336.273-4719
www.bohnwade.com
N.C. License # C-0168

SEALS:

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT SEAL 10771 CHRISTOPHER M. WADE

6/15/12

PROJECT:

GRANITE RIDGE VILLAS

4330 PIEDMONT APPKWAY
HIGH POINT TOWNSHIP, GUILFORD COUNTY
HIGH POINT, NORTH CAROLINA

OWNER/DEVELOPER:

PARKWAY ASSOCIATES, LLC
PO BOX 9702
GREENSBORO, NORTH CAROLINA 27404
(336) 617-0400
CONTACT: BARRY SEIBAL

DRAWN BY:	MRD
DATE:	DEC 19, 2011
REVISED:	

SHEET TITLE:
PUD SKETCH and UNIFIED DEVELOPMENT PLAN

FILE NO:	NWbohn__Seibal\dwg-6-6-12\S1.dwg
DRAWING SCALE:	1" = 60'
PLAN SHEET NO.	S-1

PLANNING AND ZONING COMMISSION RECOMMENDATION

On August 28, 2012, a public hearing was held before the Planning and Zoning Commission regarding the request described below. All members of the Commission were present.

MAMI, LLC **Land Use Plan Amendment Case 12-06**

A request by MAMI, LLC to change the Land Use Map classification for approximately 0.65 acres from Low Density Residential to Local/Convenience Commercial. The site is lying at the southeast corner of W. Lexington Avenue and Kentucky Street.

&

MAMI, LLC **Zoning Case 12-10**

A request by MAMI, LLC to rezone approximately 1.5 acres from the Limited Business (LB) District and Residential Single Family-9 (RS-9) District to a Conditional Zoning Limited Business (CZ-LB) District. The site is lying along the south side of W. Lexington Avenue, between Westchester Drive and Kentucky Street.

Mr. Andy Piper presented Land Use Plan Amendment Case 12-06 and recommended approval as outlined in the staff report. Mr. Herbert Shannon presented Zoning Case 12-10 and recommended approval, with an amendment, as outlined in the staff report.

Speaking in favor of the request were the applicant's representative, Ms. Judy Stalder, 1400 Eastchester Drive, High Point; Mr. Tom Terrell, 529 West Parkway Avenue, High Point, Legal Counsel to Sheetz; Mr. Steve Webb, CPT Engineering, 4400 Tyning Street, High Point, project engineer for Sheetz; Mr. John Davenport, Davenport Transportation, 305 West 4th Street, Winston Salem, traffic engineering for Sheetz; Mr. Anthony Foderaro, 5700 6th Ave, Altoona, PA, of Sheetz Inc.; and Mr. Christopher Edwards, representing Shores Fine Dry Cleaners and JT Properties, 2019 Eastchester Drive, High Point. Key points raised by these speakers were:

- This intersection has historically been developed with a gas station or convenience store use. Sheetz is proposing to develop an upgraded convenience store at this location.
- Kentucky Street is a logical place to draw a line between business and residential uses.
- Speakers provided an overview of conditions offered to ensure development will be compatible with the adjacent residential neighborhood.
- Mr. Webb provided an overview of how stormwater drainage from the site will be controlled; Mr. Davenport provided an overview of his traffic impact analysis; and Mr. Edwards noted his support for the condition not requiring an opaque fence in the landscaping planting yard between Sheetz and Shores Dry Cleaners.
- Finally, Mr. Foderaro noted that Sheetz does not wish to accept the recommendation from staff to prohibit building wall signs facing Kentucky Street.

Speakers in opposition to the request were Mr. James McGee, 1321 Florida Street; Ms. Rebecca Stegenga, 809 W. Lexington Avenue; Ms. Hazel Gilbreth, 1320 Florida Street; Mr. John Cameron *(Ms. Gilbreth's son)*, 351 W. Meadow Road, Eden, NC; and Ms. Billie Buskirk, 1320 Kentucky Street. These speakers noted the following concerns with the request:

- Traffic from a convenience store of this size will negatively impact the abutting residential neighborhood, especially when combined with Northwood Elementary School peak traffic periods.
- The site is the entrance to their neighborhood, a use of this size and intensity is not a compatible use next to a residential neighborhood.

- Several speakers noted that there is already a flooding problem south of the site along Kentucky Street that extends westward to Florida Street. Property owners voiced concern that the proposed development will further exacerbate this problem.

After the public hearing was closed, the Planning & Zoning Commission deliberated on this matter. Key points of their discussion were:

- Some members expressed concerns that the use would be more appropriate at an interstate interchange, not next to a residential neighborhood. Other members noted there has been a gas station/convenience store at this corner for decades, the application is not introducing a new use, and conditions have been offered to mitigate impact to the neighborhood.
- Negative impact to the adjacent residential neighborhood due to the volume of the music that plays at their gas pumps 24 hours a day, and lighting impact in spite of conditions offered by the applicant.
- Traffic impact on adjacent residential neighborhood. Members had traffic related questions for the City Transportation Department staff and for the applicant's traffic engineer.
- Stormwater runoff impact on the adjacent residential neighborhood. Members had stormwater related questions for the applicant's site engineer.

Land Use Plan Amendment:

The Planning & Zoning Commission recommended **approval** of Land Use Plan Amendment Case 12-06 by a vote of 6-2.

Zoning Request:

The Planning & Zoning Commission recommended **approval** of Zoning Case 12-10 by a vote of 6-2. The Commission supported the condition proposed by the applicant to reduce the landscaping standards to not require a fence in landscaping yard next to Shores Cleaners. The Commission did not support staff recommendation to prohibited wall signs along the Kentucky Street side of the building. They recommended allowing a 48 sq. ft. wall sign, as proposed by the applicant, along the west façade of building facing Kentucky Street.

The two opposing votes were from Commission Members Martha Shepherd and Carson Lomax. Ms. Shepherd expressed concerns that the intensity of the proposed use would not be compatible next to a residential neighborhood. Mr. Lomax expressed concerns as to traffic impact of the proposed use. He reminded the members that during the presentation the traffic engineer for Sheetz said that they will be preparing an additional traffic study for Northwood Elementary School. Mr. Lomax stated that he would like to see the results of that traffic study prior to any decision being made on this request.

CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT

STAFF REPORT
LAND USE PLAN AMENDMENT CASE 12-06, AND ZONING CASE 12-10
September 10, 2012
(Revised)

Requests			
Applicant: MAMI, LLC	**Owners:** Mike Ilderton, Douglas Brewer, James Randle, Darlene & Kenneth Isley, Christy & Johnny Mitchell, J. Heywood & Sue Washburn, Jordan & Lou Washburn, and Jesse & Joanne McMurry		
Land Use Plan Amendment (LUPA) **Proposal:** To change the future land use designation for approximately 0.65 acres.	**From:**	Low Density Residential	
	To:	Local/Convenience Commercial	
Zoning Proposal: To rezone approximately 1.6 acres.	**From:**	**LB** **RS-9**	Limited Business District Residential Single Family-9
	To:	**CZ LB**	Conditional Zoning Limited Business District

Site Information		
Location:	LUPA Request**:** Lying at the southeast corner of W. Lexington Avenue and Kentucky Street. Zoning Request**:** Lying along the south side of W. Lexington Avenue, between Westchester Drive and Kentucky Street.	
Tax Parcel Numbers:	**LUPA Request**	**Zoning Request**
	0193377 & 0193378	0193377 thru 1933780 & 193361
Site Acreage:	**LUPA Request**	**Zoning Request**
	Approximately 0.65 acres	Approximately 1.6 acres
Current Land Use:	**LUPA Request**	**Zoning Request**
	Single family dwelling and undeveloped parcel	Single family dwelling, music store, convenience store-no gas pumps and undeveloped parcels.
Physical Characteristics:	The Westchester Drive and W. Lexington Avenue frontage of the site is relatively flat. The southwestern quadrant of the site has a moderate to severe sloping terrain with the topography sloping downward in a southwesterly direction toward Kentucky Street.	
Water and Sewer Proximity:	There are 6-inch and 12-inch City waterlines adjacent to the site along Westchester Drive, W. Lexington Avenue and Kentucky Street. An 8-inch City sanitary sewer line lies adjacent to the site along Westchester Drive and W. Lexington Avenue.	
General Drainage and Watershed:	The site drains in a southwesterly direction and development is subject to the Yadkin Pee-Dee Watershed requirements. Based upon the acreage of the site and the allowable development intensity, the watershed	

	regulations may require stormwater controls to be provided.
Overlay District(s):	None

Adjacent Property Zoning and Current Land Use			
North:	**CU-GB**	Conditional Use General Business District	Automotive repair facility (minor) *(lying across W. Lexington Avenue)*
South:	**LB** **RS-9**	Limited Business District Residential Single Family-9 District	Dry cleaner and single-family dwelling
East:	**LB**	Limited Business District	Restaurant with bar, office use, coin operated laundromat and coffee shop *(lying across Westchester Drive)*
West:	**RS-9**	Residential Single Family-9 District	Single-family dwellings

Adjacent Land Use Designations	
North:	Local/Convenience Commercial and Office
South:	Local/Convenience Commercial and Low Density Residential
East:	Local/Convenience Commercial
West:	Low Density Residential

Purpose of Existing and Proposed Land Use Designations	
Existing Designation:	**Low-Density Residential:** These areas include primarily single-family detached dwellings on individual lots. Development densities in these areas shall not exceed five dwelling units per gross acre.
Proposed Designation:	**Local/Convenience Commercial:** This classification includes moderate-intensity convenience retail or service uses, generally serving small, local neighborhoods.

Relevant Land Use Policies and Related Zoning & LUPA History	
Community Growth Vision Statement	Obj. #5B Focus particular attention on the appearance of key gateways into High Point to convey to visitors a positive first and last impression of the community.
Land Use Plan Goal, Objectives & Policies:	**Goals & Objectives:** The following goal and objectives of the Land Use Plan are relevant to this request: Goal #2: Encourage development that enhances and preserves established neighborhoods; Obj. #9: Where feasible and appropriate, provide a transition in land uses between more and less intensive land uses; and Obj. #11: Enhance the aesthetic appearance of High Point by preserving the scenic quality of its major gateway streets and travel corridors and by providing appropriate landscaped buffers and transitional uses between low and high-intensity land uses. **Development Guidelines:** *Office and Commercial Developments Bordering Residential Neighborhoods.* The evaluation of a zoning request for a property adjoining an established residential neighborhood which also fronts on a thoroughfare or collector street

	shall address the following: • The mass, scale & height of the proposed use and accessory uses; • The topography of the subject property and adjacent residential uses; • The effectiveness of maintaining neighborhood compatibility through the conversion of an existing residential structure to a non-residential use; • The impact on the residential neighborhood of non-local traffic generated by the proposed use; and • The sufficiency of the proposed buffering, setbacks and landscaping. The intent will be to minimize, to the extent feasible, the intrusive impact of the non-residential use on the adjacent neighborhood.
Relevant Area Plan:	Not applicable
Zoning History:	There have been no approved zoning applications for property lying west of the Westchester Drive/W. Lexington Avenue intersection in the past 13 years. The last was for the motor vehicle repair facility north or the zoning site in 1999. On the eastern side of this intersection, next to the coffee shop, zoning approval was granted for a Conditional Use Limited Office (CU-LO) District in 2006. However, there have been multiple requests to rezone parcels to the west of this current zoning application for 811 and 813 W. Lexington Avenue. • Zoning Case 95-04 for a CU-LO District at 811 W. Lexington Avenue. The Planning & Zoning Commission unanimously recommended denial of this request. The surrounding property owners submitted a valid protest petition opposing the rezoning request. The applicant withdrew this request at the City Council public hearing. • Zoning Case 97-31 for a CU-LO District at 811 & 813 W. Lexington Avenue. The Planning & Zoning Commission unanimously recommended denial of this request. The surrounding property owners submitted another valid protest petition opposing the rezoning request. The City Council denied this rezoning request. • Zoning Case 00-19 for a CU-LO District at 811 & 813 W. Lexington Avenue. Due to a tie vote of 3-3, this request was forwarded to the City Council with no recommendation from the Planning & Zoning Commission. The surrounding property owners submitted another valid protest petition opposing the rezoning request. The Council denied the request and the property owner appealed the decision to the Guilford County Superior Court and ultimately to the North Carolina Court of Appeals. Both courts upheld the High Point City Council's decision. As a result of this rezoning request, the City established specific policy guidance for evaluating office and commercial developments boarding neighborhoods.
LUPA History:	In September 2000, LUPA 00-02 was approved reclassifying the properties at 805-813 W. Lexington Avenue from Office to Low-Density Residential. This case was initiated after a request by City Council to reevaluate changes made near the intersection of Westchester Drive and W. Lexington Avenue during

	the 2000 Land Use Plan update. The amendment returned the land use designation back to what it was before the 2000 Land Use Plan update.

Transportation Information			
Adjacent Streets:	**Name**	**Classification**	**Approx. Frontage**
	Westchester Drive	Major Thoroughfare	230 ft.
	Lexington Avenue	Major Thoroughfare	340 ft.
	Kentucky Street	Local Street	160 ft.
Vehicular Access:	This rezoning site will have one access point each to Westchester Drive and Lexington Avenue.		
Traffic Counts: *(Average Daily Trips)*	Westchester Drive	21,000 ADT (2009, 24-hour count)	
	Lexington Avenue	11,000 ADT (2009, 24-hour count)	
Estimated Trip Generation:	Based on the information provided by the applicant, the proposed convenience market with gasoline pumps will generate approximately 5,339 trips/day, 278 trips (entering & exiting) in the AM peak hour and 376 trips (entering & exiting) in the PM peak hour.		
Traffic Impact Analysis:	**Required**		**Comment**
	Yes: X	No:	See attached TIA Executive Summary.
Pedestrian Access:	Development of the site is subject to the sidewalk requirements of the Development Ordinance.		

School District Comment
Not applicable to this zoning case.

Details of Proposal

1. General Overview:
   The applicant is proposing a commercial development that contains land area not currently designated for commercial uses by the land use plan nor zoned for such uses. Commercial zoning and land use currently exist along the Westchester Drive frontage of the site. MAMI, LLC has submitted these applications in order to expand commercial land use and zoning westward to include an undeveloped residential parcel fronting along W. Lexington Avenue and a residential parcel at the corner of W. Lexington Avenue and Kentucky Street. The proposed commercial use would cover five parcels; three are already zoned LB and currently or previously used for commercial purposes. The undeveloped residential zoned lot facing W. Lexington Avenue was previously a non-conforming gravel parking lot for a service station use that no longer exists. The other residential lot, at the corner of W. Lexington Avenue and Kentucky Street, contains a single-family detached dwelling.

2. Summary of Land Use Plan Amendment Request:
   The eastern portion of the site, which includes the Westchester Drive frontage, has a Local/Convenience Commercial land use designation. The western portion of the site, which includes the Kentucky Drive frontage, has a Low-Density Residential designation. The land use amendment submitted by the applicant proposes to expand the Local/Convenience Commercial designation westward to Kentucky Street. The area of this plan amendment is 0.65 acres.

3. Summary of Zoning Request:
   The 1.5 acres associated with the zoning request currently has LB District zoning along its Westchester Drive frontage and RS-9 District zoning on the rear half of the site next to Kentucky Street. The applicant is requesting that the LB commercial zoning be expanded westward to Kentucky Street in order to accommodate a proposed convenience store with 10 gas pumps

   Proposed conditions submitted by the applicant pertain to uses, lot combination, lighting, building materials, dumpster location, landscaping & screening, signage, vehicular access and roadway improvements. The proposal also includes a binding development sketch plan and landscaping plan.

4. Applicant's Request to Deviate from Standards of Development Ordinance
   Section 9-3-13 b&d of the Development Ordinance notes that no rule, regulation or condition of a Conditional Zoning District shall have the effect of removing or amending any requirement of this Development Ordinance, with the exception of less restrictive conditions as authorized by the Ordinance and approved by the City Council. However, conditions may be more restrictive then standards of the Development Ordinance. The Development Ordinance allows an applicant to request less restrictive standards only in regards to dimensional, parking and landscaping requirements. The Planning & Zoning Commission and City Council are under no obligations to accept or approve a request for a deviation.

   The applicant has proposed a less restrictive landscaping requirement for the southern boundary of the site, next to 804 Westchester Drive (Shores Cleaners). At their neighborhood meeting this property owner objected to a fence being installed in the planting yard, they felt it would restrict visibility to their dry cleaning business. The Development Ordinance requires a Type C planting yard be installed with an average width of 20-feet, or 12-feet with installation of an opaque fence. The applicant initially proposed a 12-foot wide planting yard with a fence. To appease the concerns from Shores Cleaners, they are proposing a condition for a reduction in the landscaping standards to allow a 12-foot wide Type C planting yard without installing a fence.

Staff Analysis

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

Consistency with Adopted Plans:
The proposed Conditional Zoning District is appropriate for its proposed location and is consistent with the purposes, goals, objectives and policies of relevant comprehensive land use or area plans.

Staff Comments:
The Land Use Plan establishes development guidelines to consider when evaluating a rezoning request for a commercial/office district adjoining an established residential neighborhood. In regard to this request, the areas adjacent to residential uses will have the following

conditions/restrictions:

- No gasoline pumps/canopy or drive-thru ordering station;
- Evergreen plantings and understory tree requirements increased as part of a binding landscaping sketch plan;
- Lighting limited in intensity, directed inward and shielded;
- No at grade exterior mechanical and electrical equipment to the rear of building, roof-mounted mechanical equipment screened, dumpsters setback and screened with pick-up hours limited; and
- All buildings to be constructed of brick, location of freestanding signs restricted; and no vehicular access point to/from Kentucky Street.

These conditions offered by the applicant address the development guidelines of the Land Use Plan. In addition, Goal #2 and Objective #9 of the Land Use Plan involve preserving neighborhoods and providing transitional land uses between high and low intensity uses. The conditions described above help mitigate the impact on the neighboring residential areas.

Review Factors: **The applicant's proposed Conditional Zoning District, including the proposed use(s), written conditions and Conditional Zoning Plan, satisfactorily meets or addresses the following:**	
Factor #1	**Produces a development that is compatible with surrounding development character and land uses;**
	Staff Comments: The proposed site layout has a portion of a commercial building, parking lot with loading/delivery area, and trash dumpster in the current residentially zoned area. To ensure the more intensive commercial activities are focused towards Westchester Drive, the applicant has offered a binding Conditional Zoning Sketch Plan that specifies manner in which the site may be developed. Except for on-site-vehicular circulation, location of parking spaces and landscaping along Westchester Drive and W. Lexington Avenue, development of the site shall be as showed on the Conditional Zoning Sketch Plan. Any changes, except for items listed above, will require additional zoning approval thus allowing the Planning & Zoning Commission and City Council to evaluate its impact on the adjacent residential neighborhood.
Factor #2	**Minimizes or effectively mitigates any identified adverse impact on adjacent and nearby property, such as that caused by traffic, parking, noise, lighting, trash, loading areas, etc.;**
	Staff Comments: ❖ Expansion of commercial uses to the abutting parcels along Kentucky Street should not be supported if it allows such uses and their ancillary activities to negatively impact the abutting residential neighborhood. To ensure commercial related activities are focused toward the Westchester Drive commercial corridor and to mitigate impact to the adjacent residential neighborhood, the applicant has offered the following conditions/restrictions for development of the site: ➢ Canopies and gasoline pumps, drive-thru ordering stations (speakers and pick-up windows) and their associated vehicular circulation areas are prohibited on the western portion of the site.

	➢ Exterior lighting fixtures are required to be full cutoff luminaire fixtures. This specific type of lighting fixture directs light downward and limits excessive glare. In addition, the applicant has offered a condition requiring a lighting plan be submitted as part of the site construction package that will document lighting intensity or glare from the site will not exceed one-foot candle as measured at the property line of the zoning site. ➢ Dumpsters are to setback a minimum of 40 feet from the abutting residential property and from the Kentucky Street right-of-way. ❖ The applicant has offered to place freestanding signs away from the residential neighborhood. Signage is allowed on all sides of the gas pump canopy and on all sides of the building, except for the rear. Based on the applicant's description of the proposed building size, a 90 square foot illuminated wall sign is allowed on the building wall facing Kentucky Street. It is staff's opinion that such allowable signage does not sufficiently comply with the policy to protect established neighborhoods. To minimize, to the extent feasible, the intrusive impact of the non-residential use on the adjacent neighborhood, staff supports that no wall signs be oriented towards the abutting residential street; or at a minimum such signage should be limited in area.
Factor #3	**Minimizes or effectively mitigates any identified adverse environmental impact on water and air resources, minimizes land disturbance, preserves trees and protects habitat;**
	Staff Comments: There are existing mature trees on the southwestern portion of the site that will be lost; however; they will be replaced with new vegetation from the proposed Type A landscape yard. The applicant has also indicated that steeper slopes at the southwestern portion of the site will be engineered to minimize potential runoff adjacent to residential properties.
Factor #4	**Minimizes or effectively mitigates any identified adverse impact on municipal facilities and services, such as streets, potable water and wastewater facilities, parks, police and fire; and;**
	Staff Comments: The site is within an area served by City of High Point utilities and municipal services. The proposed district has no known impacts on municipal services.
Factor #5	**Minimizes or effectively mitigates any identified adverse effect on the use, enjoyment or value of adjacent properties.**
	Staff Comments: To assist in mitigating direct adverse impact on the adjacent residential property owners, the applicant has offered conditions to prohibit vehicular access to Kentucky Street and requiring the placement of gas pumps to be towards the Westchester Drive commercial corridor.

Changes in the Area: **There have been changes in the type or nature of development in the area of the proposed Conditional Zoning District that support the application.**
Staff Comments: There have been no recent changes in type or nature of development in this area since the current

zoning ordinance of 1992 became effective. The most recent development was the adjacent auto repair facility lying north of the site, which was constructed in 2000.

Development Patterns:

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

Staff Comments:

The existing development pattern in this area has commercial uses oriented toward the Westchester Drive Corridor. As restricted by the Conditional Zoning Ordinance, and Conditional Zoning Sketch Plans (site and landscaping plan), the majority of commercial related activities will be oriented towards Westchester Drive. Conditions offered by the applicant with regards to gas pump canopy and building placement, dumpster placement and landscaping (as depicted on site plans) assist in limiting ancillary commercial uses at the rear of the site and provides a transition area to assist with screening commercial activities from the adjacent neighborhood.

Reasonableness/Public Interest:

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

In this case, staff suggests that the approval of the applicant's request is reasonable and in the public interest because: 1) subject to the approval of Land Use Plan Amendment Case 12-05, the requested CZ-LB District is consistent with adopted plans; 2) the applicant has offered to include binding Conditional Zoning Sketch Plans (site plan and landscaping plan) conditioning the manner in which the site may be developed, which ensures any use(s) developed on the site will be compatible with the adjacent residential neighborhood; and 3) conditions offered by the applicant will help insure the request will be in harmony with the adjacent single family neighborhood.

Recommendation

1. **Land Use Plan Amendment Case 12-05:**

   Staff Recommends Approval:

   Staff recommends approval of the request to change the future land use designation for approximately 0.65 acres from a Low Density Residential to a Local/Convenience Commercial land use classification. The request meets the goals, objectives, and policies of the Land Use Plan, including development guidelines for commercial areas adjacent to residential neighborhoods, through conditions offered as part of the proposed Conditional Zoning request.

2. **Zoning Case 12-10:**

   Staff Recommends Approval with amendment:

   As addressed in the Staff Analysis section of this report, conditions offered by the applicant address objectives of the Land Use Plan and will ensure development of the zoning site will be compatible with adjacent uses.

   To further ensure compatibility with the adjacent residential neighborhood, staff recommends a condition be added limiting the location of wall signs to the Westchester Drive and W.

Lexington Avenue façades of the building. This recommendation would not prohibit signage from being installed on all four sides of a gas pump canopy structure oriented towards Westchester Drive.

Staff recommends an amendment replacing Part II.D.3 of the Conditional Zoning Ordinance:

3. ~~No wall signs shall be permitted on the rear of building(s).~~ **Wall signs shall be restricted to building facades facing Westchester Drive and W. Lexington Avenue; no wall sign(s) shall face Kentucky Street or be installed on the rear of the building. This condition shall not apply to signage installed on a gas pump canopy structure, as permitted by the Development Ordinance, oriented towards Westchester Drive.**

Subject to approval of LUPA12-02 and the above noted signage condition; the Planning & Development Department recommends approval of the request to rezone this 1.5 acre parcel to the CZ-LB District. As conditioned, the requested CZ-HB District will be compatible with the surrounding area and in conformance with adopted plans.

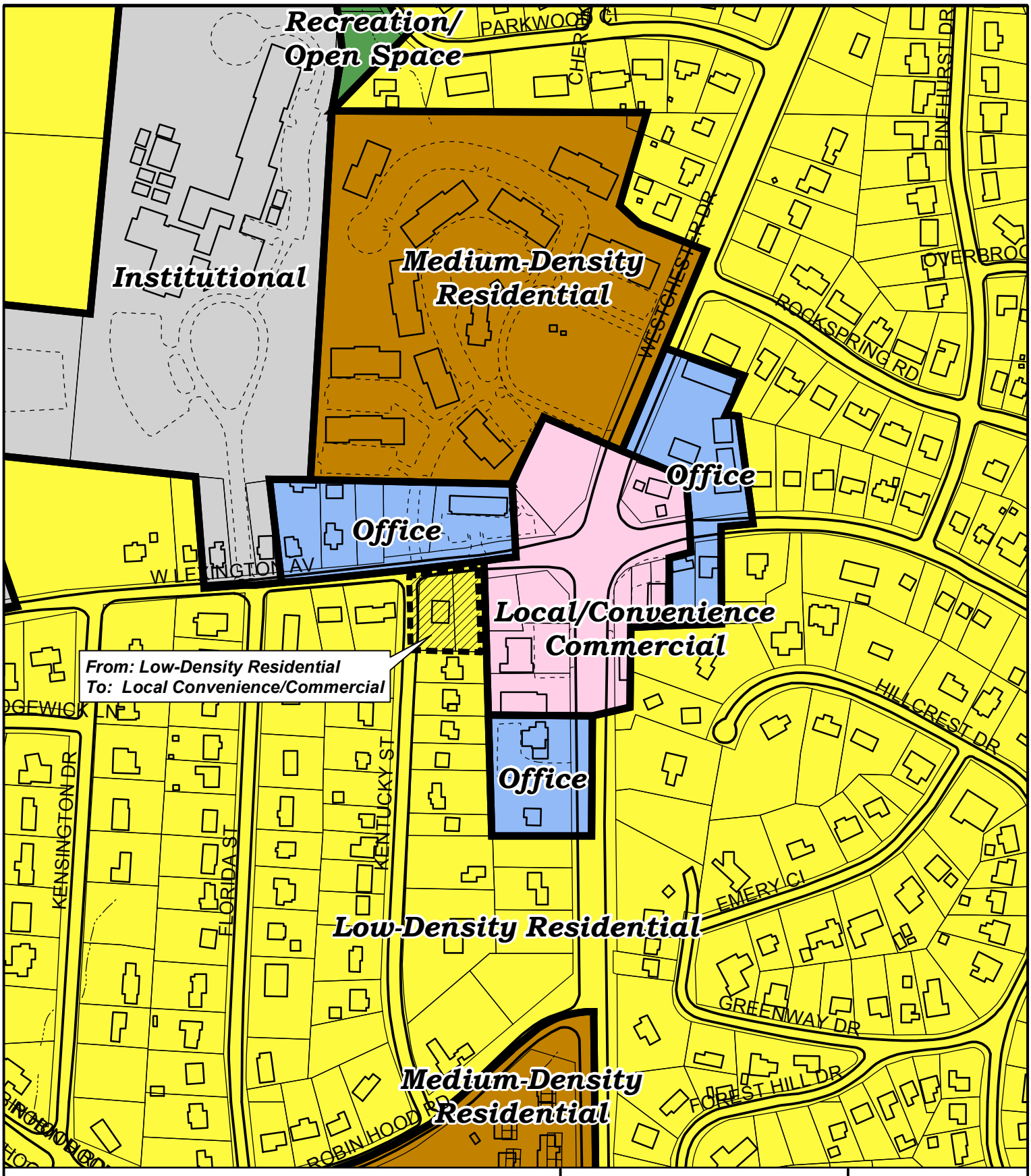
Required Action

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

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

Report Preparation

This report was prepared by Planning and Development Department staff members Herbert Shannon Jr. AICP, Senior Planner and Andy Piper, AICP, Senior Planner; and reviewed by Heidi Galanti, AICP, Planning Services Administrator, Robert Robbins AICP, Development Services Administrator and Lee Burnette AICP, Director.



LAND USE PLAN AMENDMENT 12-06

Request: From: Low Density Residential
To: Local Convenience/Commercial

Existing Land Use Plan
Subject Property Boundary

Planning & Development Department

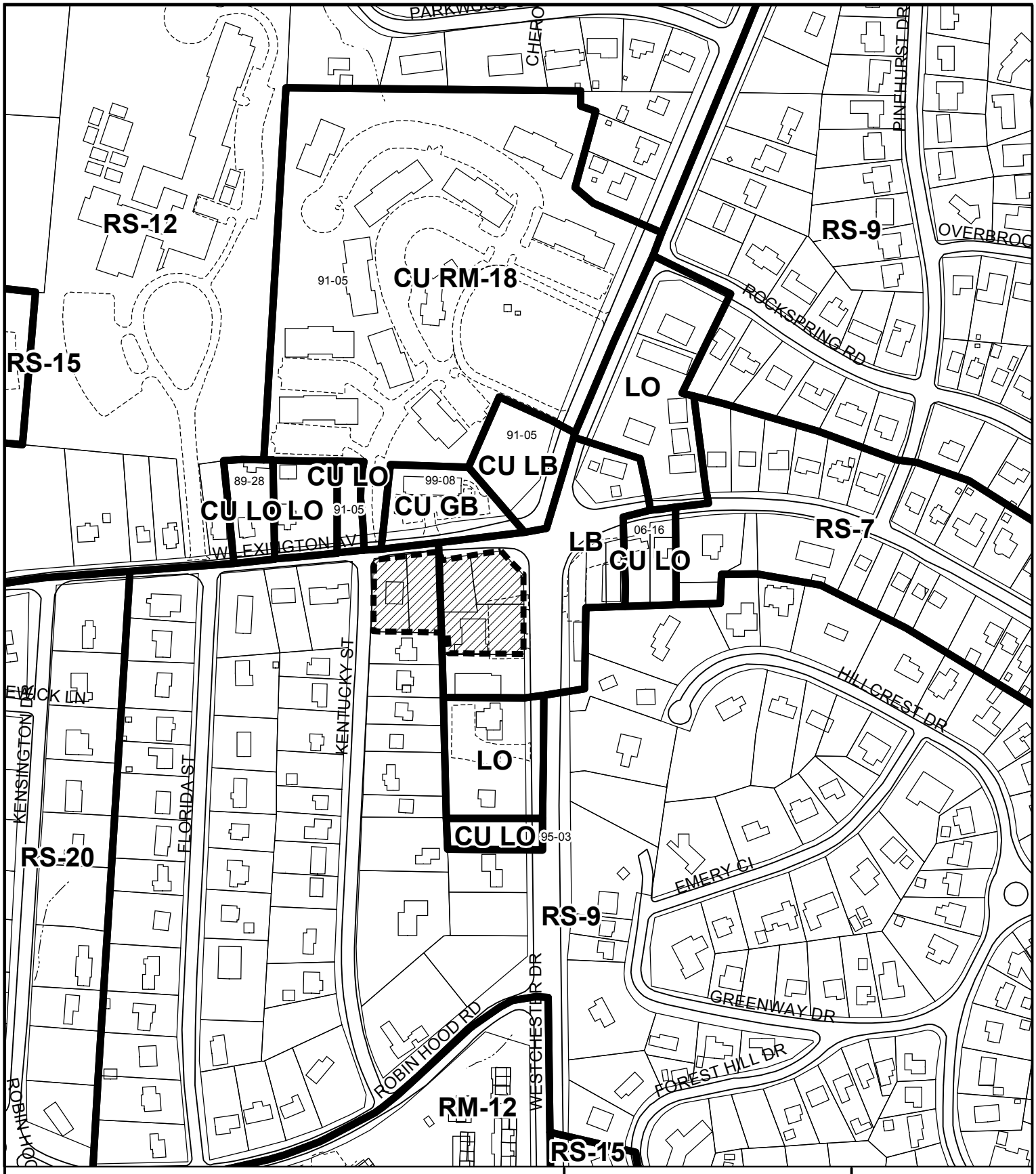
City of High Point

Date: August 16, 2012

N

Scale: 1'=300'

y:/ba-pz/2012/pz/lupa12-06.mxd



ZONING CASE 12-10

From: Limited Business & Residential Single Family-9
To: Conditional Zoning Limited Business

Existing Zoning Boundary
Subject Property Boundary

Planning & Development Department

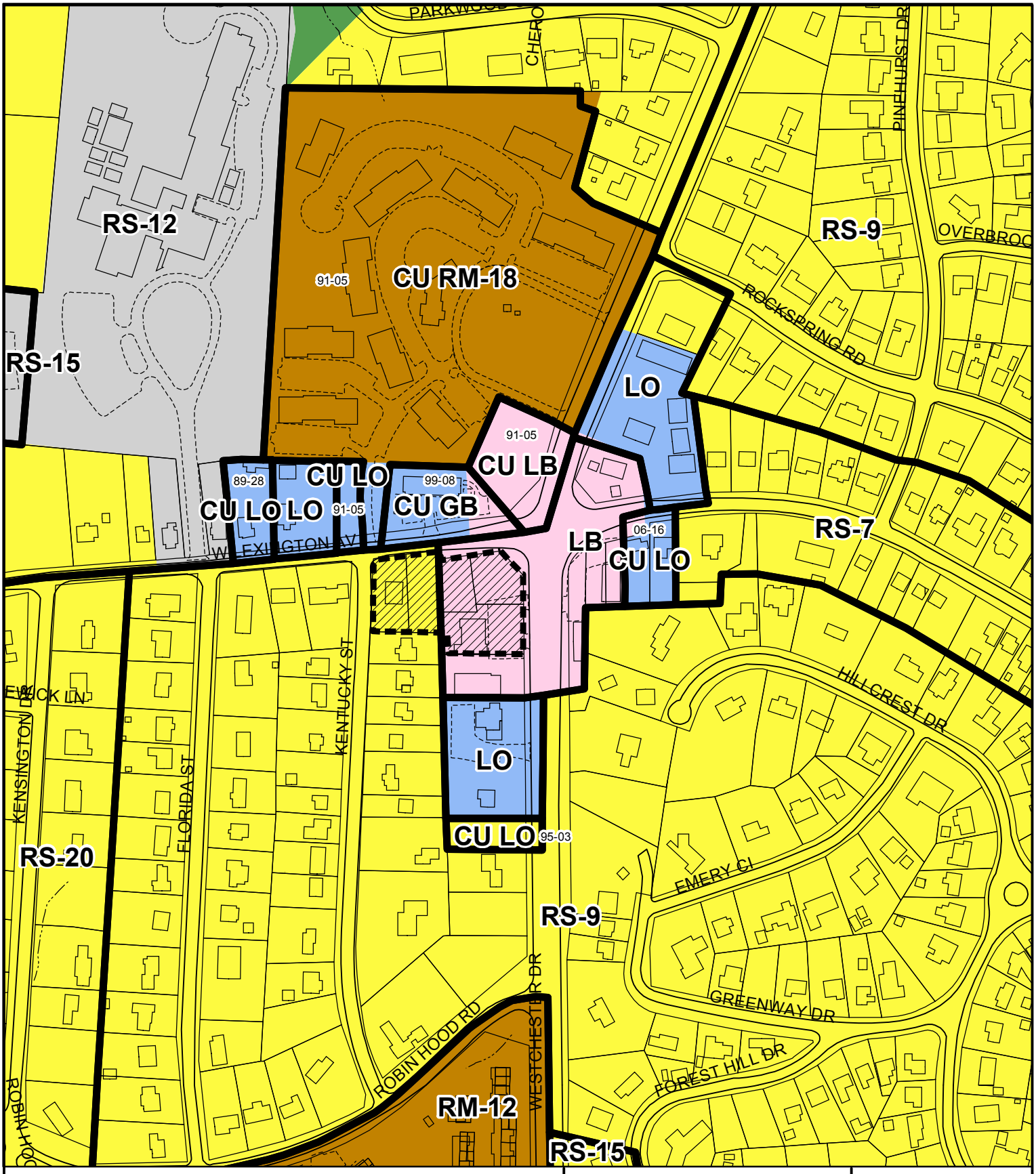
City of High Point

Date: August 9, 2012

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Scale: 1'=300'

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ZONING CASE 12-10

Land Use Plan

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

Planning & Development Department

City of High Point

Date: August 24, 2012

N

Scale: 1'=300'

y:/ba-pz/2012/pz/z12-10clu.mxd



ZONING CASE 12-10

Topography

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

Planning & Development Department

City of High Point

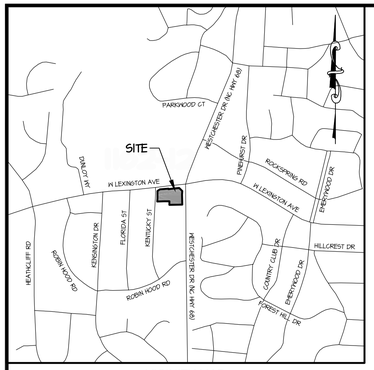
Date: August 14, 2012

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Scale: 1'=300'

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ZONING CASE 12-10
PARKWOOD Ct
CHEROKEE DR
WESTCHESTER DR
PINEHURST DR
SHERBROOK
OVERBROOK Ct
OVERBROOK DR
ROCKSPRING RD
W LEXINGTON AV
KENTUCKY ST
FLORIDA ST
HILLCREST DR
EMERY Ct
GREENWAY DR
ROBIN HOOD RD
FOREST HILL DR
COUNTRY CLUB DR

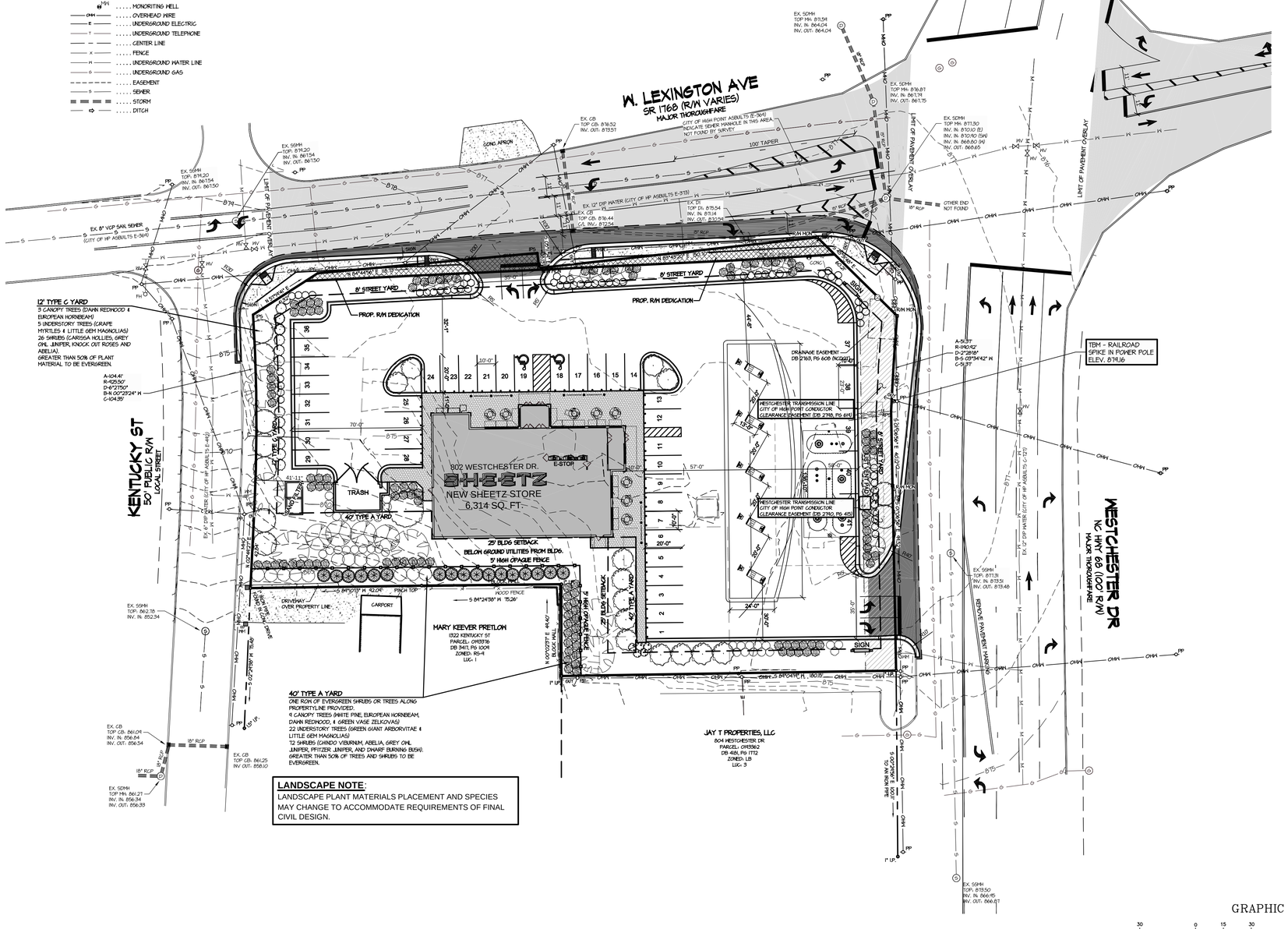


VICINITY MAP

Not to Scale

LEGEND

- IPS ..... NEW IRON PIPE
- ..... I.P. IRON PIPE
- ..... ELECTRIC METER
- FH ..... FIRE HYDRANT
- ..... GAS METER
- PP ..... GUY POLE
- ..... GUY WIRE
- ..... GAS VALVE
- ..... MANHOLE MISC.
- ..... SEWER MANHOLE
- ..... TELEPHONE MANHOLE
- ..... P.K. NAIL
- PP ..... POWER POLE
- ..... REBAR
- ..... NCDOT CONCRETE MONUMENT
- ..... TRAFFIC SIGNAL CABINET
- ..... BENCHMARK
- ..... TELEPHONE PEDESTAL
- ..... CURB INLET
- WM ..... WATER METER
- ..... TREE
- ..... EVERGREEN TREE
- LP ..... LIGHT POLE
- ..... WATER VALVE
- ..... WET AREA
- ..... STORM MANHOLE
- ..... SPOT ELEVATION
- ..... TRAFFIC SIGNAL HANDHOLE
- ..... YARD INLET
- ..... A/C - AIR CONDITION
- MW ..... MONORITING WELL
- OHW ..... OVERHEAD WIRE
- E ..... UNDERGROUND ELECTRIC
- T ..... UNDERGROUND TELEPHONE
- ..... CENTER LINE
- x ..... FENCE
- W ..... UNDERGROUND WATER LINE
- G ..... UNDERGROUND GAS
- ..... EASEMENT
- S ..... SEWER
- ..... STORM
- ..... DITCH



LANDSCAPE NOTE:
LANDSCAPE PLANT MATERIALS PLACEMENT AND SPECIES MAY CHANGE TO ACCOMMODATE REQUIREMENTS OF FINAL CIVIL DESIGN.

NOTICE OF RESIDUAL PETROLEUM (DB 6938 PG 303, DB 7305 PG 2024)

SITE INFORMATION:

1. SITE STREET ADDRESS: 802 WESTCHESTER DRIVE

2. PARCEL ID: 0193361, 0193380, 0193379, 0193378, 0193377

3. SITE ACREAGE: 1.565 Ac.

4. DEED REFERENCES:
   PARCEL 0193361: DB 5250 PG 1005; DB 2751 PG 624 (NCDOT R/W)
   PARCEL 0193380: DB 2598 PG 282; DB 2763 PG 608 (NCDOT R/W)
   PARCEL 0193379: DB 2598 PG 282; DB 4296 PG 982 (NCDOT R/W)
   PARCEL 0193378: DB 2598 PG 282; DB 2763 PG 604 (NCDOT R/W)
   PARCEL 0193377: DB 6309 PG 809; DB 4288 PG 1498 (NCDOT R/W)
   NOTICE OF RESIDUAL PETROLEUM (DB 6938 PG 303; DB 7305 PG 2024)

5. PLAT REFERENCE: PB 11, PG 6 (LOTS 7-12, 3-6 & 95, 92-94, 89-91, 86-88)

6. EXISTING ZONING: LB, RS-9

7. PROPOSED ZONING: CZ-LB (ZONING CASE 12-10)

8. EXISTING USE: CONVENIENCE STORE WITH FUEL PUMPS & RESIDENTIAL

9. PROPOSED USE: SHEETZ CONVENIENCE STORE (6,314 SQ. FT.)

10. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.

11. THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND STRUCTURES AND RECORD DRAWINGS PROVIDED TO THE SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES/ STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/ STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/ STRUCTURES.

12. THE LOCATION AND/OR EXISTENCE OF UTILITY SERVICE LINES TO THE PROPERTY SURVEYED ARE UNKNOWN AND ARE NOT SHOWN.

13. PROPERTY DOES NOT LIE IN A SPECIAL FLOOD HAZARD AREA AS BY NC FLOOD MAP 3710689100K, MAP REVISED MARCH 16, 2009.

REVISIONS

ENGINEERING AND SURVEYING, INC.
LAND DEVELOPMENT CONSULTING
CORPORATE LICENSE NUMBER C-1375
4400 TYNING STREET
HIGH POINT, NORTH CAROLINA 27265
PHONE: (336) 812-8600 ~ FAX: (336) 812-8780

PRELIMINARY

CONDITIONAL ZONING SKETCH PLAN
SHEETZ - 802 WESTCHESTER DRIVE
HIGH POINT TOWNSHIP ~ GUILFORD COUNTY
HIGH POINT ~ NORTH CAROLINA

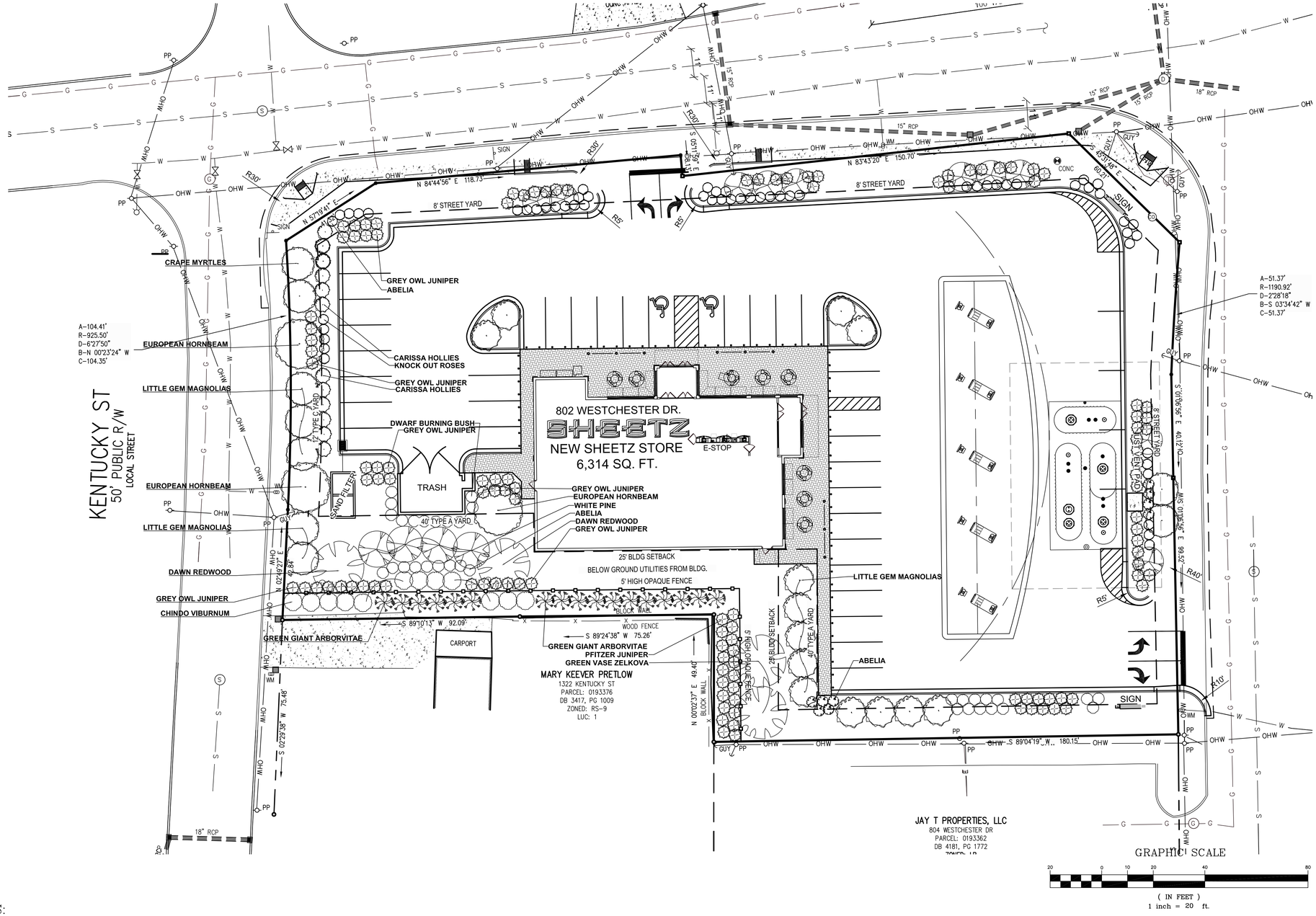
SITE ADDRESS:
802 WESTCHESTER DRIVE
HIGH POINT, NC

SCALE:	1" = 30'
DATE:	8/10/2012
PROJECT:	1162-12
DRAWN BY:	STW
SHEET	CZ-1

OWNER:
MAMI, LLC
1308 PRIMROSE LN
HIGH POINT, NC 27265
CONTACT: MIKE ILDERTON

DEVELOPER:
SHEETZ, INC.
5700 SIXTH AVENUE
ALTOONA, PA 16602
CONTACT: ANTHONY FODERARO
PHONE: (704) 796-2306

Aug 10, 2012 F:\Projects\1162-12\DWG\1162-12 CIVIL BASE - OPTION #2.dwg Tab Name: I-CZ SKETCH PLAN



LANDSCAPE NOTES:

1. TREES AND SHRUBS UTILIZED WITHIN THE PLANTING YARDS ALONG THE KENTUCKY STREET FRONTAGE AND ADJACENT TO GUILFORD COUNTY TAX PARCEL 0193376 (1322 KENTUCKY STREET) SHALL CONSIST OF A MINIMUM OF FIFTY (50%) PERCENT EVERGREEN SPECIES. SHRUBS SHALL BE LOCALLY ADAPTED SPECIES EXPECTED TO REACH A MINIMUM HEIGHT OF THIRTY (30) INCHES WITHIN THREE YEARS OF PLANTING. UNDERSTORY TREES SHALL BE A MINIMUM OF SIX (6) FEET IN HEIGHT WITH A 1½" CALIPER, MEASURED 6" ABOVE GRADE WHEN PLANTED.
2. PLANT MATERIAL CULTIVAR, SPECIES AND LOCATION MAY BE ADJUSTED DUE TO ENVIRONMENTAL CONDITIONS AND / OR CIVIL DESIGN BUT WILL BE IN KEEPING WITH THE INTENT AND REQUIREMENTS OF THESE CONDITIONS.

PLANT MATERIALS				
	CANOPY TREES	UNDERSTORY TREES	SHRUBS	PERCENTAGE EVERGREEN
KENTUCKY STREET ('C' YARD)	2 CANOPY TREES PROVIDED AND 2 UNDERSTORY TREES PROVIDED (LATER AS A SUBSTITUE FOR 1 CANOPY TREE AT OVERHEAD POWERLINES)	5 UNDERSTORY TREES PROVIDED	26 SHRUBS PROVIDED	55% OF THE TREES ARE EVERGREEN AND 80% OF THE SHRUBS ARE EVERGREEN
'A' BUFFERYARD	9 CANOPY TREES PROVIDED	22 UNDERSTORY TREES PROVIDED	73 SHRUBS PROVIDED	84% OF THE TREES ARE EVERGREEN AND 83% OF THE SHRUBS ARE EVERGREEN

THIS DRAWING IS THE PROPERTY OF DEBORAH BROWN LANDSCAPE ARCHITECTURE. REPRODUCTION

DEBORAH M BROWN
LANDSCAPE ARCHITECTURE

DEBORAH BROWN, RLA
LEED-AP
1852 BANKING ST #9095
GREENSBORO, NC 27408

STUDIO: 336-851-1128
E-MAIL:
Deborahbrown@dmblandscapearchitecture.com

PROJECT:
SHEETZ
WESTCHESTER DRIVE
HIGH POINT,
NORTH CAROLINA

802 WESTCHESTER DRIVE,
HIGH POINT TOWNSHIP,
GUILFORD COUNTY,
HIGH POINT, NC

PROJECT NO:
120731

SHEET TITLE
CONDITIONAL ZONING LANDSCAPE PLAN

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT No. 1215 DEBORAH M BROWN

SCALE
1" = 20'

ISSUE DATE
Aug. 9, 2012
REVISIONS:

SHEET: 1 OF: 1

PROPOSED USES AND CONDITIONS FOR A CONDITIONAL ZONING DISTRICT
CITY OF HIGH POINT, NORTH CAROLINA

Zoning Case 12-10
Conditional Zoning Limited Business (CZ-LB) Zoning District

Insert Date
September 10, 2012
Revised

Ordinance # _____

The property owner requests a Conditional Zoning District on the property described in this document and offers the following conditions to be placed on the property. If adopted by the City Council, then these conditions contained herein will be incorporated into the Conditional Zoning District ordinance of adoption. These conditions are not valid unless affirmed by the property owner, or authorized representative or representative with an approved power of attorney. The City Council and the property owner or authorized representative must agree on revisions or additional conditions prior to the approval of this Conditional Zoning District.

Part I. USES: Any of the land uses allowed in the Limited Business (LB) District shall be permitted, subject to the development and dimensional requirements of the Development Ordinance and subject to the specific conditions listed in the Conditional Zoning ordinance.

Part II. CONDITIONS:

A. Prohibited Uses: The following uses shall be prohibited on the western 160 feet of the zoning site.
   1). Canopies and gasoline pumps associated with convenience stores with pumps or gasoline service stations.
   2). Drive-thru ordering stations (speakers and pick-up windows) and their associated vehicular circulation areas.

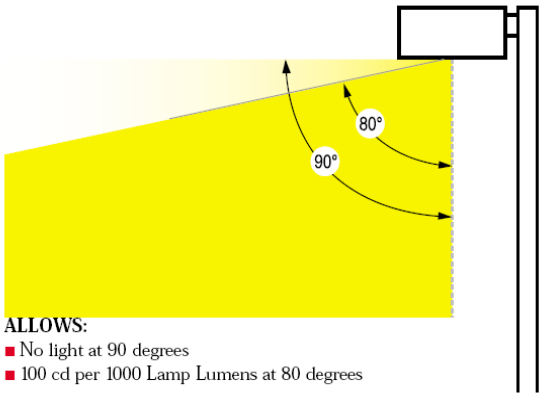
B. Development and Dimensional Requirements.
   1). Sketch Plan:
      a. The location and orientation of the principal building and gas pump canopy shall be consistent with the attached Conditional Zoning Sketch Plan *(See Exhibit A).*
      b. Regardless of use(s) developed, interior landscaping yards and the street planting yard along Kentucky Street shall, at a minimum, be installed as depicted on the sketch plan *(See Exhibit B - Conditional Zoning Landscape Plan - See Condition Part II.C below for additional landscaping standards).*
      c. Any canopies structures associated with gasoline pumps shall be oriented towards Westchester Drive.

   2). Lot Combination: The zoning site shall be combined to form one lot prior to any additional development or re-subdivision.

3). Lighting

a. Exterior lighting fixtures shall be required to be full cutoff luminaire fixtures. Exterior light fixtures, including those on buildings, shall be directed inward and downward into the site and include the use of shields to direct light and glare away from adjacent residential uses. "Sagged glass" or any formed lens which drops down below the bottom of the luminaire housing shall not be permitted.

Example of a full cutoff luminaire .



ALLOWS:
- No light at 90 degrees
- 100 cd per 1000 Lamp Lumens at 80 degrees

Full Cutoff

full cutoff luminaire: IESNA classification that describes a luminaire having a light distribution in which zero candela intensity occurs at or above an angle of 90° above nadir. Additionally, the candela per 1000 lamp lumens does not numerically exceed 100 (10%) at or above a vertical angle of 80° above nadir. This applies to all lateral angles around the luminaire.

b. Lighting associated with a canopy structure shall be recessed.

c. All exterior lighting shall be directed away from adjacent residential uses.

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

4). Except for a canopy structure associated with gasoline pumps, all building(s) shall be brick.

5). No at grade exterior mechanical or electrical equipment shall be permitted at the rear of building(s). Exterior mechanical equipment placed on the roof of the structure shall be fully screened from view.

6). Dumpsters *(Trash/solid waste dumpsters, recycling dumpsters or similar apparatus)*

a. No pick-up from dumpsters shall be permitted between the hours of 8pm to 8am.

b. Dumpsters or similar apparatus shall be setback a minimum of forty (40) feet from the Kentucky Street road right-of-way line and a minimum of forty (40) feet from Guilford County Tax Parcel 0193376 *(1322 Kentucky Street).*

c. In addition to requirements of Section 9-5-1(d)(2) entitled *Screening of Dumpsters*, dumpsters shall be screened by an opaque brick wall compatible with brick facing on the principal building.

C. Landscaping, Buffers and Screening.

1). A minimum Type A planting yard shall be provided adjacent to Guilford County Tax Parcel 0193376 *(1322 Kentucky Street)* and a minimum twelve (12) foot wide Type C planting yard shall be provided along the Kentucky Street frontage of the zoning site. Landscaping installed along the Kentucky Street frontage and adjacent to Guilford County Tax Parcel 0193376 *(1322 Kentucky Street)* shall be consistent with the attached Conditional Zoning Sketch Plan

2). Trees and shrubs utilized within the planting yards along the Kentucky Street frontage and adjacent to Guilford County Tax Parcel 0193376 *(1322 Kentucky Street)* shall consist of fifty (50) percent evergreen species. Shrubs shall be locally adapted species expected to reach a minimum height of thirty (30) inches and a minimum spread of thirty (30) inches within three years of planting. Under Story Trees shall be a minimum of six (6) feet high with a 1½-inch caliper, as measured six (6) inches above grade, when planted.

3). Adjacent to Guilford County Tax Parcel 0193362 *(804 Westchester Drive)*, the required planting yard width may be reduced by ten (10) feet, as permitted by Table 5-11-2 of the Development Ordinance, without the installation of an opaque fence.

D. Signage

1) No freestanding signs shall be permitted adjacent to the Kentucky Street frontage of the zoning site.

2) No freestanding signs shall be permitted adjacent to the W. Lexington Avenue frontage of the zoning site within 200-feet of the centerline of Kentucky Street. However, instructional signs (enter/exit signs at access drive) may be permitted when installed next to a vehicular access drive, and shall be restricted to a maximum area of six (6) square feet and a maximum height of three (3) feet.

3) No wall signs shall be permitted on the rear of building(s).

E. Transportation Conditions.

1) Access:
   a. One (1) full point of access shall be allowed each to Westchester Drive and W. Lexington Avenue.
   b. The full access point on W. Lexington Avenue must be opposite to the existing access point on the north side of W. Lexington Avenue

2) Improvements
   a. Provide a southbound right taper on Westchester Drive.
   b. Restripe the existing pavement on Westchester Drive to provide a northbound left turn lane at the proposed access point on Westchester Drive.
   c. Provide a westbound left turn lane at the proposed access point on W. Lexington Avenue.
   d. Extend the existing eastbound right turn lane from the intersection to the proposed access point on W. Lexington Avenue.

e. The developer shall be responsible for traffic signal upgrades at the intersection of Westchester Drive and Lexington Avenue, including the cost of plan modifications to current NCDOT standards, and all equipment, materials and labor necessary to expedite the changes.
f. Sidewalks shall be installed along the W. Lexington Avenue frontage of the site.

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

DESCRIPTION OF PROPERTY: Approximately1.6 acres lying along the south side of W. Lexington Avenue, between Westchester Drive and Kentucky Street. The property is also known as Guilford County Tax Parcels 0193377 thru 1933780 & 193361.

Transportation

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

July 31, 2012

To: Lee Burnette, Director of Planning and Development

From: Mark McDonald, P.E., Transportation Director

Subject: Rezoning Case #12-10, MAMI, LLC. Property located at the southeast corner of Westchester Drive and Lexington Avenue

My staff and I have reviewed the rezoning request and have the following comments:

A traffic impact analysis was required for this development. To require a traffic study the proposed development must be expected to produce at least one hundred and fifty (150) trips in the AM or PM peak hour. This development will generate approximately two hundred and seventy eight (278) trips in the AM peak hour, three hundred and seventy six (376) trips in the PM peak hour and a total of 5,339 trips/day. In order to mitigate the development's impact on the surrounding roadway network the following improvements will be required on Westchester Drive and Lexington Avenue:

Access

- One (1) point of access shall be allowed each to Westchester Drive and Lexington Avenue.
- The access point on Lexington Avenue must be opposite to the existing access point on the north side of Lexington Avenue.

Improvements

- Provide a southbound right turn lane on Westchester Drive.
- Restripe the existing pavement on Westchester Drive to provide a northbound left turn lane at the proposed access point on Westchester Drive.
- Provide a westbound left turn lane at the proposed access point on Lexington Avenue.
- Extend the existing eastbound right turn lane from the intersection to the proposed access point on Lexington Avenue.
- The developer shall be responsible for traffic signal upgrades at the intersection of Westchester Drive and Lexington Avenue, including the cost of plan modifications to current NCDOT standards, and all equipment, materials and labor necessary to expedite the changes.

The City of High Point Transportation Director and the North Carolina Department of Transportation shall approve all construction and improvements.

If you have any questions or would like to further discuss this case, please advise.

City of High Point, P.O. 230, 211 South Hamilton Street, High Point, NC 27261 USA
Office: 336.883.3225 Fax: 336.883.8568 TDD: 336.883.8517

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

In addition to this summary, the complete TIA has been submitted to the City of High Point Transportation Department for review.

Sheetz Development – Transportation Impact Analysis
Westchester Drive at West Lexington Avenue, High Point, NC
Prepared for Sheetz, Inc.
August 3, 2012

Executive Summary

The proposed Sheetz development is located on the southwest quadrant of the intersection of Westchester Drive and West Lexington Avenue in High Point, North Carolina. There is an existing convenience store with four (4) gasoline pumps currently at the site.

The site is planned to consist of a convenience store (6,314 square feet) with 12 gasoline pumps. The site plan proposes one (1) full access driveway on Westchester Drive and one (1) full access driveway on Lexington Avenue. Figure 1 shows the current site plan.

Davenport Transportation Consulting (DTC) was retained to determine the potential traffic impacts of this development and to identify transportation improvements that may be required to accommodate the impacts of both background traffic and new development traffic. The following intersections were included in the study:

- NC 68 (Westchester Drive) at Lexington Avenue (signalized)
- NC 68 (Westchester Drive) at Proposed Site Access
- Lexington Avenue at Proposed Site Access
- Lexington Avenue at Florida Street/School access
- Lexington Avenue at Kentucky Street

The above-mentioned intersections were analyzed for the following scenarios:

- 2012 Existing Conditions
- 2017 Future No Build Conditions
- 2017 Future Build-Out Conditions

The build-out analysis year for this project was assumed to be 2017. The AM (7-9 am), Dismissal (2-4 pm) and PM (4-6 pm) peaks were studied.

The City of High Point (COHP) was contacted to obtain background information and to ascertain the elements to be covered in this Transportation Impact Analysis (TIA). Information regarding the property was provided by the developer, Sheetz, Inc.

The City of High Point has noted that when school is in session, queuing due to the adjacent Northwood Elementary School spills onto Lexington Avenue and reaches Westchester Drive. The study intersections are located in close proximity to each other. Hence, queuing associated with school traffic affects all the study intersections. This was confirmed in our traffic model with the addition of school traffic. This is an existing traffic issue regardless of whether this development is built or not and can be addressed by school campus traffic plan. The following section discusses the level of service results by intersection.

Level of Service Results

The results of the study are discussed by intersection below:

Westchester Drive at Lexington Avenue

This signalized intersection currently operates at LOS D during the AM peak and LOS C during Dismissal and PM peaks. This intersection currently experiences queuing on all approaches especially during the AM peak. In 2017 future no build conditions, LOS D is expected in the AM peak and LOS C in Dismissal and PM peaks. With the addition of site traffic, the level of service is expected to remain unchanged. Analysis results show that the projected queues are anticipated to block the site access points on Lexington Avenue and on Westchester Drive. The existing eastbound right turn lane should be extended to Site Access 1 in order to provide full storage. We also recommend modifying the traffic signal to provide an eastbound right turn overlap phase.

Lexington Avenue at Site Access 1

In future build conditions, the northbound approach of this intersection is expected to operate at LOS C in AM and PM peaks and LOS B in the Dismissal peak. Our SimTraffic simulation also indicates that queuing along Lexington Avenue during the AM peak will block this intersection. A maximum westbound left turn queue of 194 feet occurred during the AM peak. The need for turn lanes on Lexington Avenue was determined based on the City of High Point Driveway Ordinance, Section 6-1-85. According to the Ordinance, a right turn lane is required at the site access. However, given the constraints at the site and the close proximity to Kentucky Street, there is not sufficient frontage to construct the turn lane. To accommodate the projected vehicles turning right from Lexington Avenue into the site, a wide turning radius is recommended.

Based on the City's Ordinance, a westbound left turn lane at the site access point on Lexington Avenue is also required. The availability of right-of-way for roadway widening to accommodate this turn lane will need further evaluation. As this is an operational study and not a detailed design, more detailed information will be needed to further examine any constructability issues. These issues will be addressed during the more detailed design phase in coordination with the City of High Point and NCDOT. A side-by-side left turn lane with full storage is recommended.

As shown on the site plan, separate left and right turn lanes exiting from the site are also recommended.

Lexington Avenue at Kentucky Street

This unsignalized intersection currently operates at LOS B during AM and Dismissal peaks and at LOS C in the PM peak. In 2017 future no build conditions, LOS C is expected in AM and PM peaks and LOS B in the Dismissal peak. With the addition of proposed site traffic, the level of service is expected to remain unchanged. No improvements are recommended.

Lexington Avenue at Florida Street

This unsignalized intersection operates at LOS F in the AM peak, LOS C in the Dismissal peak, and LOS B in the PM peaks for 2012 and 2017 future no build conditions. With the addition of

proposed site traffic, the level of service is expected to continue to operate at LOS F in the AM peak, LOS C in the Dismissal peak and LOS B in the PM peak. As discussed in further detail below, there is currently insufficient queue length provided at Northwood Elementary School for drop-off / pick-up. Coordination with the school is recommended in order to provide an effective traffic management plan to contain queues on the school campus.

Westchester Drive at Site Access 2

In 2017 future build-out conditions, our analysis expects LOS C for the eastbound approach during AM and Dismissal peaks and LOS B during the PM peak. The need for turn lanes on Westchester Drive was determined based on the City of High Point Driveway Ordinance, Section 6-1-85. According to the Ordinance, a right turn lane is required at the site access. However, it is anticipated that site constraints will prohibit the ability to construct a right turn lane. To accommodate the projected vehicles turning right from Westchester Drive into the site, right turn taper is recommended.

According to the City's Ordinance, a left turn lane is also required for this site access. A two way left turn lane is already in place on Westchester Drive, which will be adequate to accommodate left turns into the site. The pavement markings on Westchester Drive must be modified to accommodate the northbound left turns into the driveway on Westchester Drive. Also, as shown on the site plan, separate left and right turn lanes exiting from the site are also recommended.

Northwood Elementary Traffic Issues

The Northwood Elementary School has capacity for a total student population of approximately 620 elementary students, 6 buses, and 109 staff members. The North Carolina Department of Transportation Division of Mobility and Safety has compiled a database for school operation in North Carolina based on numerous studies conducted by the Municipal & School Transportation Assistance Unit (MSTA). Projections from the MSTA school traffic generator indicate that with a student population of 620, the school should require a minimum queue length of 1,030 feet.

The existing traffic stacking distance provided by the school is approximately 665 feet from the drop-off / pick-up location upstream to the entrance at Lexington Avenue. This does not satisfy the MSTA-expected queue of 1,030 feet.

It was noted by the City of High Point that when the school is in session, traffic from the school stacks into Lexington Avenue and extends to the traffic signal at Westchester Drive and Lexington Avenue. This was confirmed by model results derived from Synchro and SimTraffic. As such, coordination with the school is recommended in order to provide an effective traffic management plan to contain queues on school campus.

Recommended improvements at the study intersections are illustrated in Figure 12 of the report. Please note that all driveways will be required to be constructed to NCDOT and City of High Point standards.

Level of Service Summary

Table A presents the summary of the level of service analysis.

Table A - Level of Service Summary				
AM Peak	2012 Existing	2017 Future No Build	2017 Future Build	2017 Build with Improvements
Westchester Drive at Lexington Avenue	D (40.0)	D (41.3)	D (41.7)	D (40.3)
Lexington Avenue at Site Access 1			C (20.6) NB Approach	C (18.6) NB Approach
Lexington Avenue at Kentucky Street	B (17.3) SB Approach	C (18.5) SB Approach	C (18.9) SB Approach	
Lexington Avenue at Florida Street	F (57.5) SB Approach	F (76.1) SB Approach	F (80.4) SB Approach	
Westchester Drive at Site Access 2			C (15.8) EB Approach	B (12.0) EB Approach
Dismissal Peak	2012 Base	2017 Future No Build	2017 Future Build	2017 Build with Improvements
Westchester Drive at Lexington Avenue	C (25.4)	C (27.3)	C (27.8)	C (27.7)
Lexington Avenue at Site Access 1			B (14.8) NB Approach	B (14.5) SB Approach
Lexington Avenue at Kentucky Street	B (13.6) SB Approach	B (14.3) SB Approach	B (14.6) SB Approach	
Lexington Avenue at Florida Street	C (15.8) SB Approach	C (17.0) SB Approach	C (17.5) SB Approach	
Westchester Drive at Site Access 2			C (16.4) EB Approach	B (12.1) EB Approach
PM Peak	2012 Base	2017 Future No Build	2017 Future Build	2017 Build with Improvements
Westchester Drive at Lexington Avenue	C (32.8)	C (34.8)	D (35.4)	C (34.4)
Lexington Avenue at Site Access 1			C (17.7) NB Approach	
Lexington Avenue at Kentucky Street	C (15.6) NB Approach	C (17.2) NB Approach	C (17.3) NB Approach	
Lexington Avenue at Florida Street	B (12.5) NB Approach	B (13.0) NB Approach	B (13.2) NB Approach	
Westchester Drive at Site Access 2			B (12.7) EB Approach	B (11.9) EB Approach
LOS (delay in seconds) Note for unsignalized conditions, LOS and delay indicates only minor street approach with longest delay				

Summary and Conclusion

The proposed Sheetz development is located on the southwest quadrant of the intersection of Westchester Drive and West Lexington Avenue in High Point, North Carolina. The site is planned to consist of a convenience store (6,314 square feet) with 12 gasoline pumps. The site plan proposes one (1) full access driveway on Westchester Drive and one (1) full access driveway on Lexington Avenue. Based on trip generation equations published in Trip Generation (Institute of Transportation Engineers, 8th Edition, 2008), this development has the potential to generate a total of 1,975 net daily trips, with 102 net trips during the AM peak and 128 net trips during Dismissal and PM peaks.

DTC was retained to determine the potential traffic impacts of the proposed Sheetz site and the transportation improvements that may be required to accommodate these impacts. In order to enhance safety and overall mobility into the site, we have recommended providing a westbound left turn lane on Lexington Avenue at Site Access 1, as well as separate left and right turn lanes exiting from Site Accesses 1 and 2. We also recommend providing a wide turning radius into Site Access 1 and right turn taper into Site Access 2 to accommodate vehicles making right turns into the site. At the signalized intersection of Westchester Drive and Lexington Avenue, we recommend extending the eastbound right turn lane to Site Access 1 in order to provide full storage, and modifying the traffic signal to provide an eastbound right turn overlap phase. The availability of right-of-way for roadway widening on Lexington Avenue will need further evaluation. More detailed information will be needed to further examine any constructability issues. These issues will be addressed during the more detailed design phase in coordination with the City of High Point and NCDOT.

Additionally, the Northwood Elementary School, located on the north side of Florida Street at Lexington Avenue, experiences queuing problems during AM and Dismissal peaks when school is in session. It was noted by the City of High Point that when school is in session, traffic from the school stacks into Lexington Avenue and extends to the traffic signal at Westchester Drive and Lexington Avenue. This was confirmed by our model results from Synchro and SimTraffic software. This is an existing traffic issue regardless of whether this development is built or not. As such, coordination with the school is recommended in order to provide an effective traffic management plan to contain queues on the school campus.

In conclusion, this study has reviewed the impacts of both background traffic and this development traffic. We have determined that with the recommended improvements in place, traffic operations along the study area roadway network will be enhanced. These improvements are summarized in Table B on the following page. Please note that the site accesses will be required to be constructed according to NCDOT and City of High Point standards.

Table B - Recommended Improvement Summary	
Westchester Drive at Lexington Avenue	• Extend the eastbound right turn lane to Site Access 1 in order to provide full storage • Modify traffic signal to provide eastbound right turn overlap phase
Lexington Avenue at Site Access 1	• Provide westbound left turn lane on Lexington Avenue with full storage length • Provide wide turning radius on eastbound right turn movement • Provide separate left and right turn lanes exiting from site
Lexington Avenue at Kentucky Street	• No improvements recommended
Lexington Avenue at Florida Street	• Coordination with Northwood Elementary School is recommended in order to provide an effective traffic management plan on school campus
Westchester Drive at Site Access 2	• Provide right turn taper for southbound right turn movement • Provide separate left and right turn lanes exiting from site • The pavement markings on Westchester Drive must be modified to accommodate the northbound left turns into the driveway on Westchester Drive.



Lexington Avenue at Florida Street looking east

Citizens Information Meeting Report
Zoning Case 12-10

Submitted by: Judy Stalder on behalf of
MAMI, LLC.

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

Date: August 10, 2012
To: Herb Shannon
City of High Point Department of Planning and Development
Re: Citizen Information Meeting Report
Z12-10

A Citizen Information Meeting concerning the rezoning of property at the intersection of Westchester Drive and West Lexington Avenue was held on Tuesday, August 7 from 4:00 pm to 7:00 pm at Northwood Elementary School. Twelve neighbors attended. Also in attendance were Mike Ilderton, owner/applicant; Steve Webb, CPT Engineering; Frank Amenya, Davenport Engineering; Tom Terrell, Smith Leatherwood, Tony Federaro and Sam Smith with Sheetz and Judy Stalder, Zoning Consultant.

Two letters were sent to the names on the mailing list provided by the Planning and Development Department and others. Additional names included the remaining property owners along Kentucky Street and Florida Street. The first letter explained the rezoning request and intended use of the property and informed neighbors a meeting would be scheduled. The second letter gave details about the conditional zoning request and the date and time of the meeting. A copy of the *Conditional Zoning District Citizen Information Meetings* was included in the second letter.

At the meeting, a site plan, transportation plan, and building elevation plan were displayed. In addition, photographs of existing Sheetz stores were shown to illustrate general "look" and night time lighting.

Attendees asked questions about stormwater runoff, lighting, landscaping and the zoning process in general. The main concern was a false rumor that the property south of the site would be purchased for the development of a car wash. The neighbors seemed satisfied with the answers provided.

In addition to the Citizen Information Meeting, meetings were held with the owners of Shores Cleaners, McNeill Lehman and representatives of Guilford County Schools. The owners of Shores requested that no fence be erected between the proposed Sheetz and Shores location. Davenport Engineering will be working further with Northwood School officials: Scott Winslow, Principal; Melinda Williams, Assistant Principal; and Anne Dallas and Mary Powell Delille, PTA Board Members to help address traffic issues particular to the school.

Telephone calls were made to various neighborhood members that were not able to attend the meeting.

Attached:
Citizen Information Meeting Mailing List
Citizen Information Meeting Notification Letters
Citizen Information Sign in Sheet

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

July 31, 2012

Dear Property Owner:

MAMI LLC will host a Citizen's Information "drop in" meeting on Tuesday, August 7 from 4:00 pm until 7:00 pm at Northwood School, 818 West Lexington Avenue. The purpose of the meeting is to allow you to see plans for the Sheetz convenience store that is proposed for the southwest corner of the intersection of Westchester Drive and West Lexington Avenue. The Planning and Zoning Commission will consider this proposal on Tuesday, August 28 at 6:00 pm.

This corner of the intersection has historically been developed with convenience store and gas station uses. The current zoning is Limited Business and Single family Residential-9 (9000 square foot lot minimum). The requested zoning is Conditional Zoning Limited Business. Conditions of the zoning will include:

1) **Site Design**: The gas pumps and canopy will be oriented along Westchester Drive. Existing buildings will be removed. The proposed building will be less than 6500 square feet in size (only slightly larger that the existing buildings).

2) **Lighting:** Parking lot lighting will be designed to limit any light spillover onto adjacent residential properties. Lighting at the gas pumps will be recessed into the canopy to avoid glare.

3) **Landscaping:** Landscaping will be provided along all adjacent property lines as well as along Westchester Drive and West Lexington Avenue. Additional landscaping will be provided along Kentucky Street.

4) **Transportation:** A Traffic Impact Analysis has been prepared and submitted to the High Point Department of Transportation. Recommendations will be incorporated into the plan. The number of driveways will be reduced from seven to two; one on Westchester Drive near Shore's Dry Cleaners and one on West Lexington Avenue aligned with the NAPA driveway across the street. An additional traffic lane will be added on West Lexington Avenue from Westchester Drive to the driveway.

I look forward to seeing you at the meeting. If you are unable to attend or have questions prior to the meeting, please feel free to contact me. Thank you for your interest in this project.

Sincerely,

Judy Stalder

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

July 19, 2012

Dear Property Owner:

This letter is to let you know that MAMI LLC has submitted an application to the City of High Point to rezone property on the southwest corner of the intersection of Westchester Drive and West Lexington Avenue. The requested zoning will allow a Sheetz convenience store with gas pumps.

As you probably already know, this corner of the intersection has historically been developed with convenience store and gas station uses. The current zoning is Limited Business and Single family Residential-9 (9000 square foot lot minimum). The requested zoning is Conditional Zoning Limited Business. Conditions will limit lighting, provide for enhanced landscaping of the site and address transportation issues.

A neighborhood meeting is being arranged and you will be notified as soon as the meeting date, time and place have been confirmed. At the meeting you will have the opportunity to meet with owners, developers and project engineers to learn more about the plan and to ask questions.

I look forward to seeing you soon.

Sincerely,

Judy Stalder

FROM :STALDER FAX NO. :336-885-4646 Aug. 10 2012 10:12PM P1

Citizen Information Meeting

Name	Address	Phone	E-mail Address
Nancy Rothrock	1320 Kentucky St.	336-841-1509	
Russell Boyd	1319 Kentucky St Lexington	336 883 7261	
James Clapp	800 N. Lexington	336-882-6215	885-6119 -
Ethel Carter	1319 Kentucky St	88-64206	
Lee + Jordan Winslow	1051 Rockford Rd	8864056	
Sue Brammer	500 Burning Tree Cir. HP	841-4188	
Chris Edwards	2019 Eastchester Dr. HP	841-4188	Chrisedw@aol.com
Jim Randle	1227 Devonshire Ave	883-0354	
Donna Lewis	1316 Robin Hood	906-1130	
Bill Bencini	1412 Trafalgar	885-5420	bbencini@aol.com
Paul Cook	1321 Kentucky St.	885-5741	

Arif Ali
1712 North Hamilton St Apt B
High Point NC 27262

Michael Beck
Jane Beck
812 West Lexington Avenue
High Point NC 27262

Guilford Cargal
1329 Florida Street
High Point NC 27262

Dale Richardson, James Clepper,
Catherine Clepper, Ester Clepper
608 Guilford College Road
Jamestown NC 27282

Steven Craven, Rhonda Craven
James Taylor
273 George Clyde Lane
High Point NC 27262

Janet Dugger
1315 Kentucky Street
High Point NC 27262

High Point 85 Association
PO Box 9886
Greensboro NC 27429

Mike Ilderton
1308 Primrose Lane
High Point NC 27262

Jay T Properties LLC
PO Box 6535
High Point NC 27262

Ernestine Morgan Kerr
811 West Lexington Avenue
High Point NC 27262

Dorothy D Allison
813 West Lexington Ave
High Point NC 27262

Janet Brown
Paul Weipert
801 West Ray Avenue
High Point NC 27262

Mitchell Cargal
1329 Florida Street
High Point NC 27262

David Allen Cook
Regina Marie Cook
1321 Kentucky Street
High Point NC 27262

Mark William Craver
Robin Craver
5724 Dutch Creek Drive
Raleigh NC 27606

First Choice of the Carolinas Inc
PO Box 6045
High Point NC 27262

Guilford County Board of Education
712 North Eugene Street
Greensboro NC 27401

Darlene Isley, Douglas Brewer,
Christy Mitchell
PO Box 490
McLeansville NC 27301

Fred Joyce
107 Penny Road
High Point NC 27260

Benjamin Mann
Betty Mann
2401 Watermill Grove
Chesapeake VA 23321

Neil Anderson
Nancy Anderson
818 Hillcrest Drive
High Point NC 27262

Kenneth Caldbaugh
1316 Kentucky Street
High Point NC 27262

Donald Glenn Carter
Ethel Lucille Carter
1319 Kentucky Street
High Point NC 27262

Moore F Councill Jr
MooMoo Councill
826 Hillcrest Drive
High Point NC 27262

Lance Donald, Alisha Schwanke,
David Schwanke
822 Hillcrest Drive
High Point NC 27262

Hazel Jones Gilbreth
1320 Florida Street
High Point NC 27262

Joanne Hoover
605 Gatewood Avenue
High Point NC 27262

J&D Real Estate
608 Guilford College Road
Jamestown NC 27282

Glenn Kennedy
Carol Kennedy
2400 Huntsman Trail
Zebulon NC 27597

McMurry, Washburn etal
5 Provence Court
Greensboro NC 27410

Mary Keever Pretlow
314 Hickory Lane
High Point NC 27265

Bryan Wesley Smith
302 Edgedale Drive
High Point NC 27262

Marie Britt
1310 Kentucky Street
High Point NC 27262

William Mooney
1235 Madison Road
Madison NC 27025

Helen Runyan
1314 Overland Drive
High Point NC 27262

Hazel Riddle
1312 Florida Street
High Point NC 27262

Shabbir Hussain
Nayyar Afshan Shah
PO Box 1623
High Point NC 27261

Donald Chorpening
Divina Chorpening
1319 Florida Street
High Point NC 27262

Christopher Lee Holden
1307 Florida Street
High Point NC 27262

Mariana Quibein
806 Westchester Drive
High Point NC 27262

Robert E Smith
Lois W Smith
414 Cedarwood Drive
Jamestown NC 27282

Cridlebaugh Properties LP
PO Box 5252
Hihg Point NC 27262

Robert Clark
1307 Kentucky Street
High Point NC 27262

Rafia Begum
1316 Florida Street
High Point NC 27262

Faber Riddle
1310 Florida Street
High Point NC 27262

George Geoffrey Baker
1325 Florida Street
High Point NC 27262

James Bohannon
Betty Bohannon
1317 Florida Street
High Point NC 27262

Bill Bencini
Catherine Bencini
1412 Trafalgar Drive
High Point NC 27262

Nancy White Rothrock
1320 Kentucky Street
High Point NC 27262

Nancy Lewis
1308 Kentucky Street
High Point NC 27262

Bradley Glenn Kennedy
1311 Kentucky Street
High Point NC 27262

Judy Dawson
1303 Kentucky Street
High Point NC 27262

Robert Stover
Norma Stover
1314 Florida Street
High Point NC 27262

Jackson Dobbins
1308 Florida Street
High Point NC 27262

Douglas Lakis
Michele Lakis
1323 Florida Street
High Point NC 27262

Evelyn Dalton
1309 Florida Street
High Point NC 27262

Fleet Services Department

Gary L. Smith
DIRECTOR

NORTH CAROLINA'S INTERNATIONAL CITY™

DATE: September 7, 2012

TO: Randy McCaslin, Assistant City Manager

FROM: Gary L. Smith, Director of Fleet Services Gary L. Smith

SUBJECT: Agenda Item – New Truck with Hooklift System

I respectfully request that the following be included for consideration on the Council Agenda scheduled for September 17, 2012:

Acceptance of the quote submitted by Piedmont Truck Center for a 2012 Ford F750 with a hooklift system per the current North Carolina state contract at a cost of $108,194

This truck will replace a 1994 Ford F700 with a chipper body. The new truck will have the capability of mounting and dismounting different truck bodies to the truck with a system known as a Swap loader. Utilizing the swap loader system allows the city to purchase truck bodies instead of trucks. It also reduces the number of trucks for the city to maintain and insure.

Funding for this equipment will come from the vehicle replacement account.

pc: Jeff Moore, Finance
pc: Patty Sykes, Purchasing
pc: Tracey Adams, Purchasing



Adding a Hook-lift Hoist to your daily operation allows you to accomplish the work of a small fleet, but with a single truck.

In less than three minutes, you can completely switch functions without leaving the cab of your truck.

FLATBED – for moving material, equipment, etc…
DUMP BODY – for hauling dirt, sand, rock, etc…
WATER TANK – watering and spraying needs.
V-BOX – sand/salt spreader.



What is the annual insurance cost associated with these trucks? How do you function when they breakdown, are out of service, and waiting for repairs? How many trucks do you have dedicated to each function, so your operation continues to run smoothly? How do you currently load them with materials?



Switch functions in less than 3 minutes.
Now a single truck is instantly a mini fleet, capable of accomplishing many functions and limited only by your imagination.



Reduce your insurance costs, by reducing the number of trucks needed to accomplish your daily tasks. Remember, you don't have to insure individual truck bodies. By having at least two trucks in place, equipped with the SwapLoader System, down time for repairs is a thing of the past.



Load your truck bodies at ground level. Not only is it safer for your employees, it provides easy access to all. Now you can drop off a body loaded with materials, making it easier to unload as needed. Your crew can continue with their daily schedule, uninterrupted.

Installing a Hook-lift Hoist on your truck will instantly expand your fleet's versatility and increase your productivity.

NORTH CAROLINA'S INTERNATIONAL CITY™

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Fleet Services

COUNCIL AGENDA DATE: September 17, 2012

BID NO.: NC State Contract CONTRACT NO.: 070G DATE OPENED:

DESCRIPTION:

One 2012 Ford F750 at a price of 108,194

PURPOSE:

This truck will replace a 1994 Ford F700 with a chipper body. The new truck will have the capability of mounting and dismounting different truck bodies to the truck with a system known as a Swap loader.

COMMENTS:

RECOMMEND AWARD TO: Piedmont Truck Center AMOUNT: $108,194

JUSTIFICATION:

Utilizing the swap loader system allows the city to purchase truck bodies instead of trucks. It also reduces the number of trucks for the city to maintain and insure.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			$108,194
TOTAL BUDGETED AMOUNT				$108,194

DEPARTMENT HEAD: Gary Smith Digitally signed by Gary Smith DN: cn=Gary Smith, o=City of High Point, ou=Fleet Services, email=gary.smith@highpointnc.gov, c=US Date: 2012.09.07 14:22:34 -04'00' DATE: Sep 7, 2012

The Purchasing Division concurs with recommendation submitted by the Fleet Services Dept. and recommends award to the lowest responsible, responsive bidder Piedmont Truck Center in the amount of $ 108,194.00.

PURCHASING MANAGER: Jeffrey Moore 20120614-210213 DATE: Sep 9, 2012

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Jeffrey Moore 20120614-210213 DATE: Sep 9, 2012

CITY MANAGER: Strib Boynton Digitally signed by Strib Boynton DN: cn=Strib Boynton, o=City of High Point, ou=City Manager, email=strib.boynton@highpointnc.gov, c=US Date: 2012.09.10 09:31:22 -04'00' DATE: Sep 10, 2012

A RESOLUTION AMENDING THE *LAND USE PLAN FOR THE HIGH POINT PLANNING AREA*

WHEREAS, the City Council of the City of High Point adopted the *Land Use Plan for the High Point Planning Area* on April 6, 2000, and

WHEREAS, changing circumstances may warrant that from time to time a particular land use designation be changed from one classification to another; and

WHEREAS, public hearings were held before the High Point Planning and Zoning Commission on August 28, 2012, and before the City Council of the City of High Point on September 17, 2012, regarding this proposed amendment (LUPA 12-06) to said *Land Use Plan for the High Point Planning Area.*

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT, NORTH CAROLINA:

SECTION 1. That the *Land Use Plan for the High Point Planning Area* be amended by redesignating approximately 0.65 acres (Guilford County Tax Parcels 0193377 and 0193378) from Low Density Residential to Local Convenience Commercial.

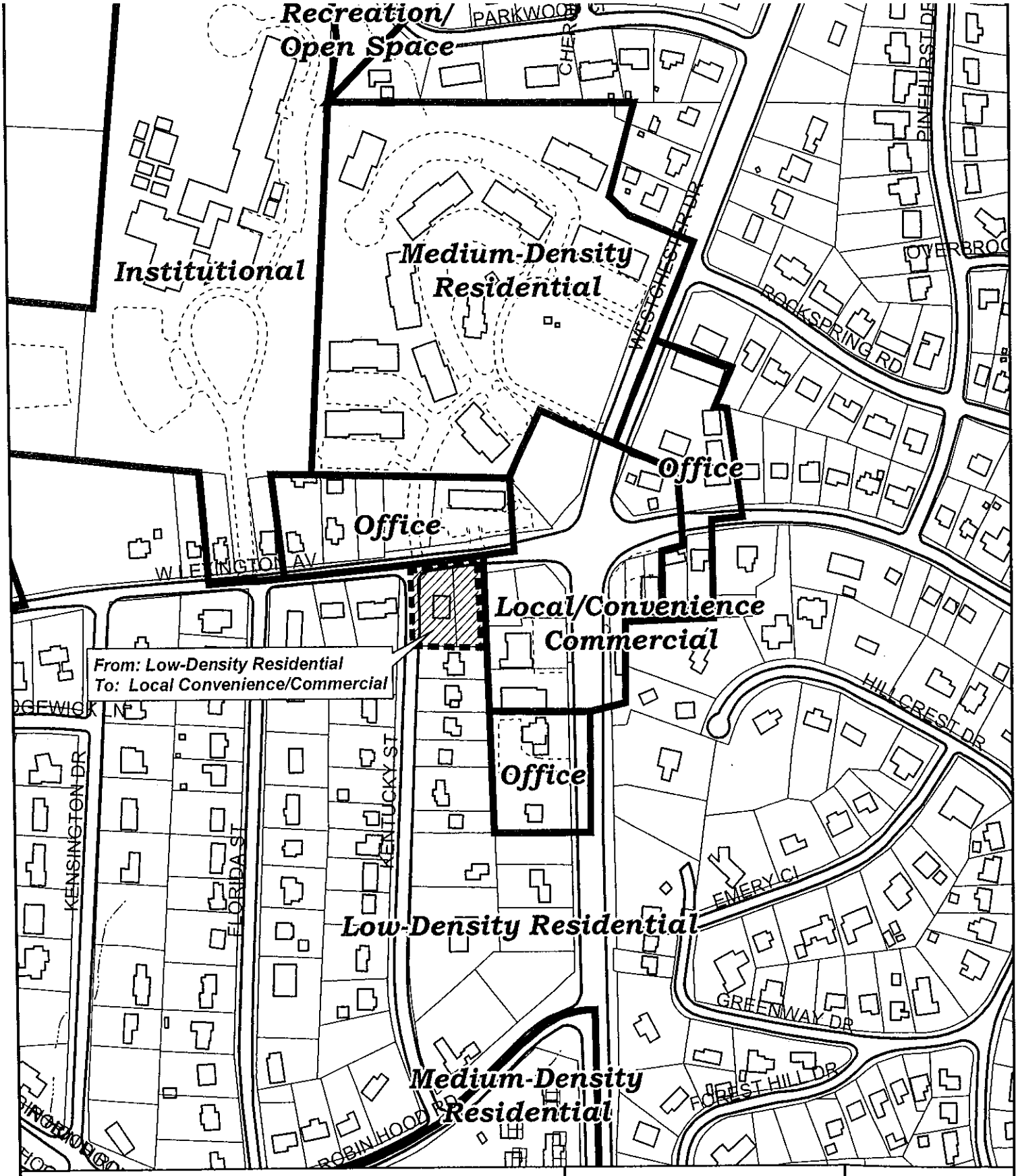
SECTION 2. Should any section or provision of this resolution be declared invalid, such decision shall not affect the validity of remaining portions of this resolution.

SECTION 3. This resolution shall become effective immediately upon adoption.

Adopted by City Council
this 17th day of September, 2012

Lisa Vierling, City Clerk

The complete file for this Land Use Plan Map Amendment may be inspected at the City of High Point Department of Planning and Development, Municipal Office Building, 211 South Hamilton Street, High Point, North Carolina.



LAND USE PLAN AMENDMENT 12-06

Request: From: Low Density Residential
To: Local Convenience/Commercial

Existing Land Use Plan
Subject Property Boundary

Planning & Development Department

City of High Point

Date: August 16, 2012

N

Scale: 1'=300'

y:/ba-pz/2012/pz/lupa12-06.mxd

A RESOLUTION AMENDING THE *LAND USE PLAN FOR THE HIGH POINT PLANNING AREA*

WHEREAS, the City Council of the City of High Point adopted the *Land Use Plan for the High Point Planning Area* on April 6, 2000, and

WHEREAS, changing circumstances may warrant that from time to time a particular land use designation be changed from one classification to another; and

WHEREAS, public hearings were held before the High Point Planning and Zoning Commission on August 28, 2012, and before the City Council of the City of High Point on September 17, 2012, regarding this proposed amendment (LUPA 12-04) to said *Land Use Plan for the High Point Planning Area*.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT, NORTH CAROLINA:

SECTION 1. That the *Land Use Plan for the High Point Planning Area* be amended by redesignating approximately 15.7 acres (Guilford County Tax Parcels 0210376 and portions of 0210376 and 0210377) from Restricted Industrial to Medium Density Residential.

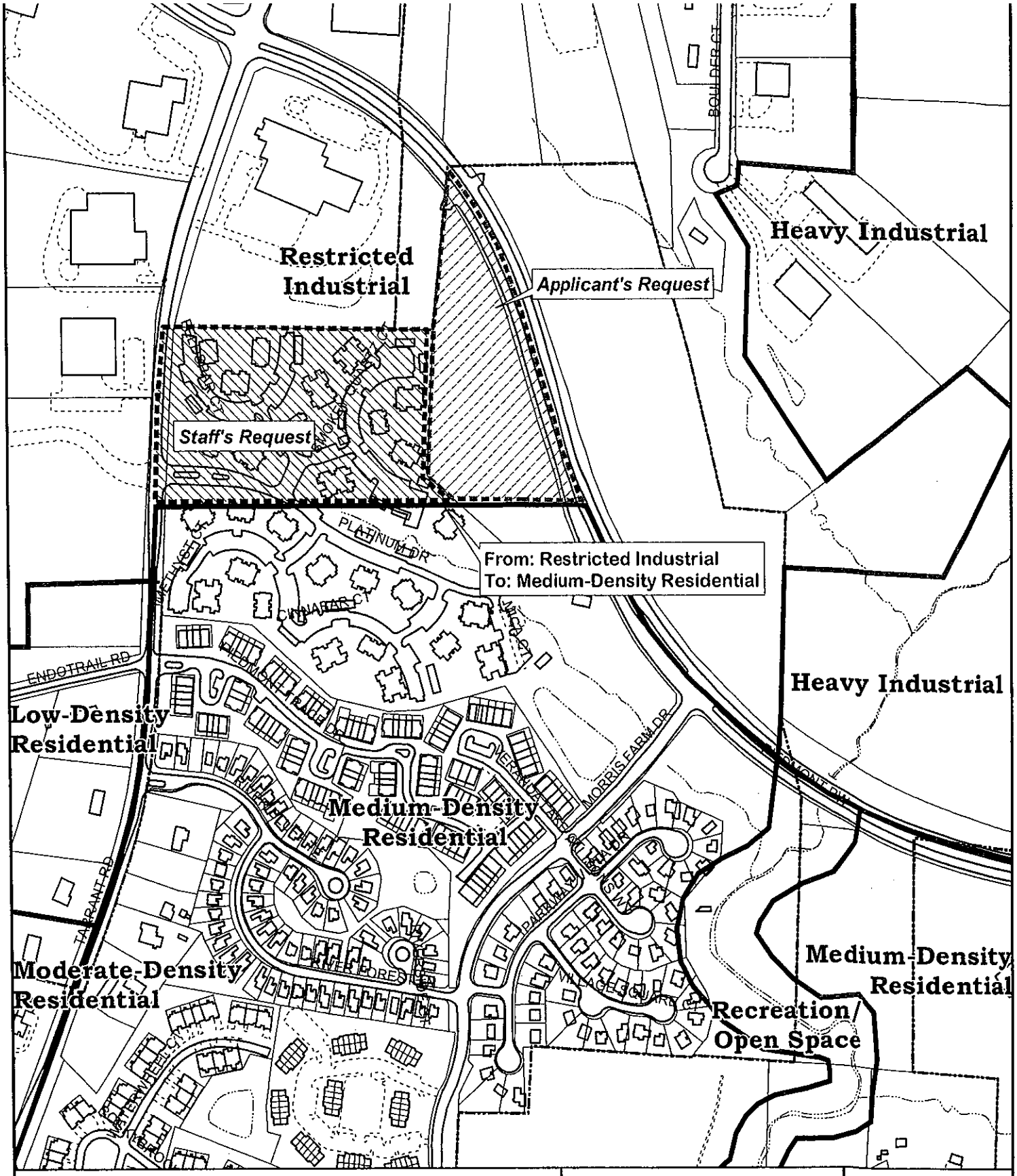
SECTION 2. Should any section or provision of this resolution be declared invalid, such decision shall not affect the validity of remaining portions of this resolution.

SECTION 3. This resolution shall become effective immediately upon adoption.

Adopted by City Council
this 17th day of September, 2012

Lisa Vierling, City Clerk

The complete file for this Land Use Plan Map Amendment may be inspected at the City of High Point Department of Planning and Development, Municipal Office Building, 211 South Hamilton Street, High Point, North Carolina.



Land Use Plan Amendment 12-04

Request: From: Restricted Industrial
To: Medium Density Residential

Existing Land Use Plan
Subject Property Boundary

Planning & Development Department

City of High Point

Date: July 6, 2012

N

Scale: 1'=400'

y:/ba-pz/2012/pz/z12-04.mxd

A RESOLUTION AMENDING THE *LAND USE PLAN FOR THE HIGH POINT PLANNING AREA*

WHEREAS, the City Council of the City of High Point adopted the *Land Use Plan for the High Point Planning Area* on April 6, 2000, and

WHEREAS, changing circumstances may warrant that from time to time a particular land use designation be changed from one classification to another; and

WHEREAS, public hearings were held before the High Point Planning and Zoning Commission on August 28, 2012, and before the City Council of the City of High Point on September 17, 2012, regarding this proposed amendment (LUPA 12-04) to said *Land Use Plan for the High Point Planning Area*.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT, NORTH CAROLINA:

SECTION 1. That the *Land Use Plan for the High Point Planning Area* be amended by redesignating approximately 15.7 acres (Guilford County Tax Parcels 0210376 and portions of 0210376 and 0210377) from Restricted Industrial to Medium Density Residential.

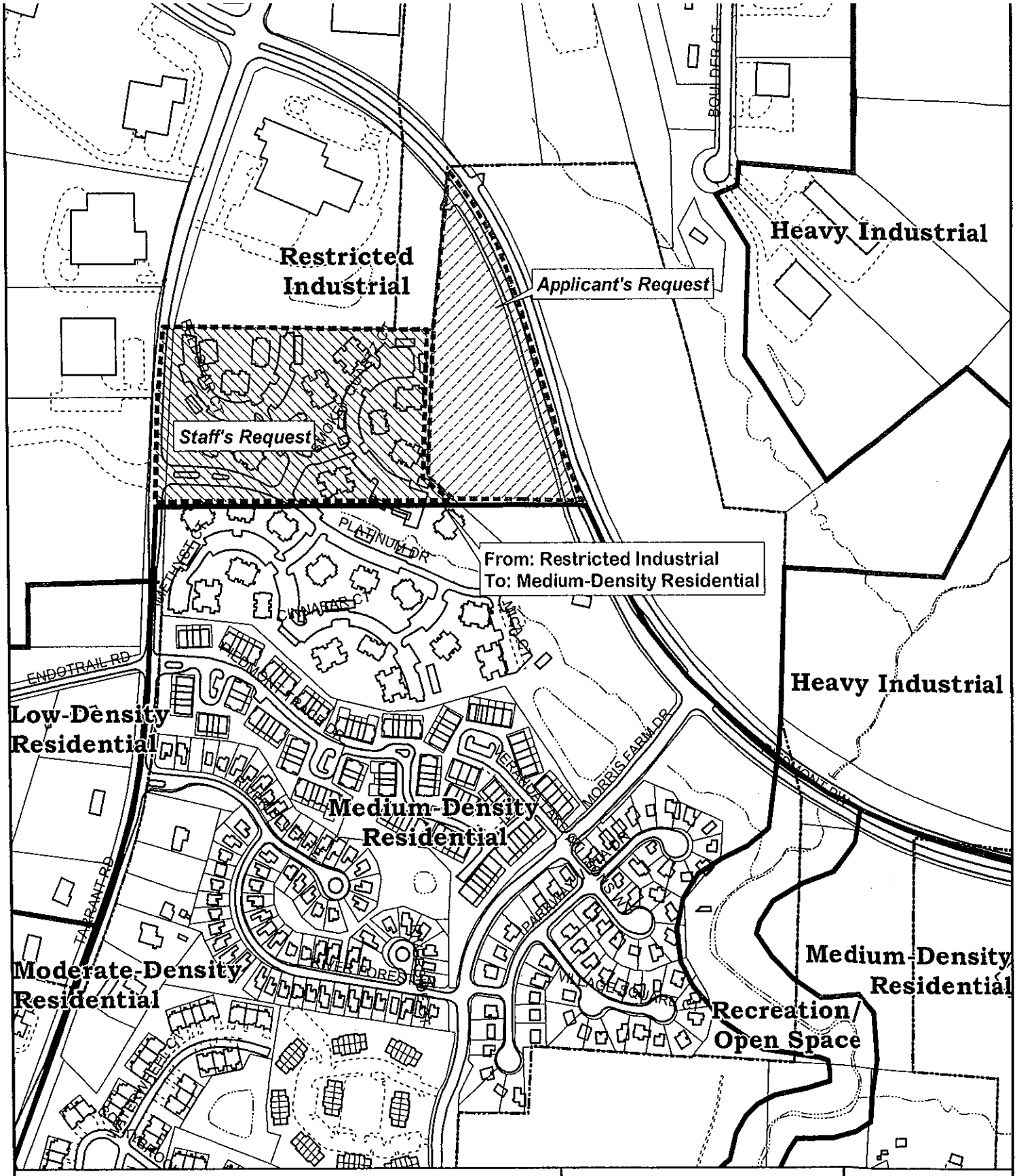
SECTION 2. Should any section or provision of this resolution be declared invalid, such decision shall not affect the validity of remaining portions of this resolution.

SECTION 3. This resolution shall become effective immediately upon adoption.

Adopted by City Council
this 17th day of September, 2012

Lisa Vierling, City Clerk

The complete file for this Land Use Plan Map Amendment may be inspected at the City of High Point Department of Planning and Development, Municipal Office Building, 211 South Hamilton Street, High Point, North Carolina.



Land Use Plan Amendment 12-04

Request: From: Restricted Industrial
To: Medium Density Residential

Existing Land Use Plan
Subject Property Boundary

Planning & Development Department

City of High Point

Date: July 6, 2012

N

Scale: 1'=400'

y:/ba-pz/2012/pz/z12-04.mxd

MARTY A. SUMNER
Chief of Police

PHONE (336) 887-7970
FAX (336) 887-7949
TDD (336 883-8517

High Point Police Department

DATE: September 5, 2012

TO: Strib Boynton, City Manager
City of High Point

FROM: Kenneth J. Shultz, Assistant Chief of Police
High Point Police Department

SUBJECT: AGENDA ITEM-ARMORED RESCUE/RESPONSE VEHICLE

We are respectfully requesting that the following item be included for consideration on the next Council Agenda:

Acceptance of the quote submitted by Lenco Armored Vehicles for a new, Lenco BearCat Armored Rescue/Response Vehicle per the current General Services Administration (GSA) contract at a cost of $241,865.00.

The High Point Police Department is currently using a 1981 model Chrysler PeaceKeeper armored vehicle which was originally acquired through a federal military surplus program. The vehicle is no longer mechanically sound or dependable and the armor rating is no longer adequate for providing the necessary ballistic protection required for our officers. Having a dependable and safe rescue/response vehicle is a critical part of our readiness capabilities as we strive to protect the citizens of High Point and provide adequate protection for our officers.

Funding for this equipment will come from Federal Forfeiture Funds in the following account:

301310 526104

Kenneth J. Shultz
Assistant Chief of Police

The Lenco BearCat®
Tactical Armored SWAT Vehicle







Lenco Armored Vehicles
10 Stearnsville Park • Pittsfield, MA 01201
PH (413) 443-7359 • FAX (413) 445-7865
SWAT trucks.com



LENCO ARMORED VEHICLES
Protecting Our Nation's Defenders™

Approved Builder

GSA

Lenco BearCat Technical Data

Powertrain

Engine	6.4L V-8 Twin Turbo Diesel
Horsepower	350 @ 3000 RPM
Torque	650 Ft lbs @ 2000 RPM
Transmission	5-Speed Automatic OD
Drive Axles	4-Wheel Drive - Electronic

Power

HVAC	Dual Air Conditioning & Heating
Alternators	(2) -- 320 Amps
Electrical	12 VDC - Dual Batteries
Strobe Lights	(2) Front & (2) Rear
Siren/Pa System	Multi-Tone -- 200 Watt Speaker
Interior Lights	(8) White/Red Lenses
Power Inverter	Option - AC-DC Inverter

Tires & Wheels

Standard	225 /70R x 19.5 / DRW
Upgrade	255 /70R x 22.5 / DRW
Runflats	Option - Hutchinson CRF

Interior

Seating	(10) - 2 Front / 8 Rear on benches
Option	(12) - Increased Length - XL Pkg
Gear Storage	Under bench seats & Tie-Offs
Floor Stand	Increased height from Roof Hatch
Center Console	All Switches & Electrical Equipment
Insulation	Full Ceiling with Headliner

Dimensions (Inches)

Length	222.6
Width	95.7
Height	92
Wheel Base	125

Performance Data

Fuel Capacity	40 Gallons
Approach Angle	41 degrees
Ground Clearance	13"
Side Slope	38 degrees
Gradient	> 60 percent
Fording Depth	28"
Speed	90 MPH
Turning Diameter	38 ft. (curb to curb)

Ballistic Defeat

Body & Glass	7.62 x 51mm AP
Rotating Hatch	Armored, with Gunport
Floor & Fuel Tank	Armored to Blast
Gunports	(10): 4 each side / 2 rear

Some Available Options

- Intercom System
- Weapon Mounts
- Riot Control
- HD Ram Devices
- Winch
- CBRNE
- On Board SCBA
- LRAD System
- Thermal Camera
- Light Bar PKGs

The **Lenco BearCat** is the Standard of the Industry and the primary APC used by SWAT & SRT, Military Police and National Police & Security Forces in vital tactical roles. The BearCat provides live saving armor in Barricaded Suspects callouts, high risk warrants and active shooter scenarios. It's open floorplan allows for response & rescue of downed personnel needing medical intervention. The BearCat can be configured to a wide array of variants including Anti-Riot & Crowd Control, perimeter patrol & security, border patrol and EOD. Lenco vehicles have have readily defeated multi-hit attacks from high powered rifles, combat mortar frag, even IED's. The BearCat has been tested under fire and proven to save lives. Approved by the US State Department & the National Tactical Officers Association.





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LENCO ARMORED VEHICLES
Protecting Our Nation's Defenders™
10 Betnr Industrial Drive – Pittsfield, MA 01201
PH (413) 443-7359 – FAX (413) 445-7865

Quotation 9620

Quotation Date: 08/17/12
Tax ID #: 04-2719777

HILNC High Point Police Department 1009 Leonard Avenue High Point, NC 27260	**Estimated Completion Date:** Approx 210+ Days ARO	**F.O.B.:** Pittsfield, MA **Ship Via:** PICK UP
	Payment Terms: ***Lenco GSA Contract GS-07F-0390M 1122 Program*** ***Lenco Does Not Collect Tax or Register Vehicles with DMV***	
	Inspection & Acceptance: At Lenco Factory, Pittsfield, MA	

Terms and Conditions: Payment Upon Pick Up-- Transfer of Certificate of Origin Upon Receipt of Payment

Item:	Product #	Commercial	Net Price
Lenco BearCat (4WD, Rotating Hatch; Counter Balanced)	BC55003	$197,250.10	$188,793.00
US State Department Armor Level E			
Options:			
Diesel Engine, 6.7L Turbo	BCDLEN	7,821.00	7,486.00
(2) Rear Area Electric Fans	BC2RELFAN	313.00	300.00
AC-DC Power Inverter 3,600 Watt w/Battery Chg. Ftr.	BCPINV36	5,686.00	5,442.00
Back up Camera System with Monitor	BCBU	2,400.00	2,297.00
Intercom System; Inside to Outside	PCINT	3,000.00	2,871.00
Rear Auxiliary AC/Heating System	BCAC	2,000.00	1,914.00
Whelen Liberty LED Light Bar (Installed)	BCLED	3,055.00	2,924.00
22.5" Tire and Wheel Upgrade	BCTWU	7,940.00	7,600.00
(2) Ballistic Skip Round Shields	BCBSRS	3,000.00	2,872.00
Front Mounted Receiver with Ram Post and Plate	BCFRAM	4,700.54	4,499.00
Hydraulic Ram Upgrade	BCHYDRAM	5,725.00	5,480.00
Gas Injector Unit	Non-Contract	7,180.00	6,840.00
Plasma Ropes; Set of (2)	BCPLAS2	525.53	503.00
Extreme Heat Reducing and Sound Reduction Pkg.	BCEXHT	2,135.56	2,044.00
Net Savings $10,622.73		**$252,731.73**	**$241,865.00**
Total Cost of (1) Lenco BearCat FOB Origin, Pittsfield, MA			**$241,865.00**

Specifications Subject to Change	**PROPRIETARY**	

WARNING: Information Subject to Export Control Laws
The technical data in this document is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et seq. and which may not be exported, released or disclosed to non-U.S. persons (i.e. persons who are not U.S. citizens or lawful permanent residents ["green card" holders]) inside or outside the United States, without first obtaining an export license. Violations of these export laws are subject to severe civil, criminal and administrative penalties.

THE WRITTEN APPROVAL OF THE DIRECTORATE OF US DEFENSE TRADE CONTROLS AND LENCO INDUSTRIES, INC. MUST BE OBTAINED BEFORE RESELLING, TRANSFERRING, TRANSSHIPING, OR DISPOSING OF A DEFENSE ARTICLE TO ANY END USER, END USE OR DESTINATION OTHER THAN AS STATED ON THIS LENCO QUOTE OR THE SHIPPER'S EXPORT DECLARATION IN CASES WHERE AN EXEMPTION IS CLAIMED UNDER THIS SUBCHAPTER ITAR 123.9(A).

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS VALID FOR 30 DAYS. THEREAFTER, IT IS SUBJECT TO CHANGE WITHOUT NOTICE

ACCEPTANCE OF PROPOSAL – The above prices are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above

Authorized Signature _____

Please sign and return

LENCO INDUSTRIES INC.

Authorized Signature James J. Massery

James J. Massery

Thank You

NORTH CAROLINA'S INTERNATIONAL CITY™

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Police Department

COUNCIL AGENDA DATE: October 1, 2012

BID NO.: GSA Contract CONTRACT NO.: DATE OPENED:

DESCRIPTION:

One Lenco BearCat armored rescue/response vehicle valued at $241,865.00.

PURPOSE:

This will replace a 1981 Chrysler model armored vehicle that was acquired through a military surplus program. Our current vehicle is no longer mechanically sound or dependable and the armor rating is no longer adequate for our officer's protection. This vehicle will be used for rescues and high-risk operations.

COMMENTS:

The components for this vehicle have been selected with input from the Fleet Maintenance Director. This vehicle (built on a Ford F550 body) comes complete with all needed emergency equipment and it has a proven performance history among law enforcement agencies.

RECOMMEND AWARD TO: Lenco AMOUNT: 241,865.00

JUSTIFICATION:

This quote is based on GSA pricing. The vehicle can be serviced at a local Ford dealership and is expected to have an extended work life, sufficient enough to cover our needs for several years into the future. Funding for this purchase is being made with seized/forfeiture funds and not from our general budget.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
301310	526104	301006310201	52020	241,865.00
TOTAL BUDGETED AMOUNT				241,865.00

DEPARTMENT HEAD: Kenneth J. Shultz Digitally signed by Kenneth J. Shultz DN: cn=Kenneth J. Shultz, o=City of High Point, ou=Police Department, email=ken.shultz@highpointnc.gov, c=US Date: 2012.09.05 15:12:20 -04'00' DATE: Sep 5, 2012

The Purchasing Division concurs with recommendation submitted by the Police Department and recommends award to the lowest responsible, responsive bidder Lenco in the amount of $ 241,865.00.

PURCHASING MANAGER: Jeffrey Moore 20120614-210213 DATE: Sep 10, 2012

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Jeffrey Moore 20120614-210213 DATE: Sep 10, 2012

CITY MANAGER: Strib Boynton Digitally signed by Strib Boynton DN: cn=Strib Boynton, o=City of High Point, ou=City Manager, email=strib.boynton@highpointnc.gov, c=US Date: 2012.09.10 11:12:57 -04'00' DATE: Sep 10, 2012

City of High Point

Strib Boynton
CITY MANAGER

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

Memo To: Mayor Smothers and City Council Members

From: Strib Boynton

Date: September 12, 2012

Subject: Support for the Field of Honor

Monday's Agenda includes the recommended approval to join Greensboro and Winston-Salem in supporting the Field of Honor project on a per-capita basis as reviewed with you in July. A copy my July 19, 2012 email recommendation is attached for your information.

On the per capita basis, our share of the $250,000 will be $43,231; with Greensboro's share being $111,773 and Winston-Salem's share being $94,996. Greensboro anticipates formal approval next week, and Winston-Salem anticipates approval shortly.

Our support is important. Our share will come from our current fund balance. Your approval next week would be greatly appreciated.

Mayor Thanks.
Strib

City of High Point, P.O. Box 230, 211 South Hamilton Street, High Point, NC 27261 USA
Fax: 336.883.3052 Phone: 336.883.8556 TDD: 336.883.8517

STRIB BOYNTON

From: STRIB BOYNTON
Sent: Thursday, July 19, 2012 10:39 AM
To: BECKY SMOTHERS; 'Bernita Sims'; 'Chris Whitley'; AB Henley Contact; 'BrittMoore'; 'Latimer Alexander'; Jim Corey Contact; 'fdouglas53@triad.rr.com'; MIKE MCNAIR
Subject: Support for the Field of Honor

Good Morning,

In Becky's absence and at her request, I participated and represented High Point in a conference call this morning that Bill Knight arranged with Robbie Perkins and Allen Joines regarding the Carolina Field of Honor being planned for Triad Park. The Field of Honor is designed to recognize the Triad area men and women who have served in the armed forces.

It is a $5.0 million project. Forsyth and Guilford County have contributed $1.5 million for the land and some infrastructure. Foundations, businesses and private individuals have contributed/pledged $800,000-$900,000.

In a nutshell, Bill is looking for $250,000 from the three cities. Spilt equally, each of us would contribute $83,333. If spilt based on 2010 population, we would contribute $43,250; Greensboro $111,750; and W-S $95,000. Our contributions could be paid over 2 or 3 years.

There was no decision on how we might split the $250,000 request, other than we agreed to take the request back to our respective city councils and try to find a way to support the project.

While I will eventually need your direction, I think this is something you will want/need to support. We can find the money over the next couple of years. The next steps will include Bill Knight's presentations to both you and to the Winston-Salem city council. I will let you know the date as soon as I can.

High Point members of the War Memorial Foundation that I recognize include Tom Dayvault, Bruce Davis and Laura Wiley.

In the meantime, please call me if you have any questions.

Thanks,

Strib

Financial Services

Jeffrey A. Moore, CPA
DIRECTOR

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

September 10, 2012

MEMO TO: Pat Pate, Assistant City Manager

FROM: Jeffrey A. Moore, Financial Services Director

SUBJECT: Council agenda Item – RoviSys contract with Seaboard Group

This week's agenda package includes an item that requires the Mayor's signature. The attached contract is the latest in the on-going remediation work at the former Seaboard site and old Riverdale Road landfill. The Remediation Action Trust has solicited proposals for customized software to run the automation controls for both the mechanical and natural remediation systems installed at the site. RoviSys Group, the contractor selected by the Executive Committee, has made the request that the software services contract include an indemnity clause and desires the 2 individual organizations co-execute the contract. The Chairman of the Executive Committee for Seaboard Group II has executed the contract documents. Eventhough I remain the City's appointed Trustee to the Group, it is not within my authority to execute this document because of the indemnity clause.

City Attorney Joanne Carlyle and former City Attorney Fred Baggett have both been involved in the deliberations and review of the proposed contract language and have inserted the appropriate qualifying language to protect the City's interests and ensure compatibility with state law.

The attached contract for computer services is recommended for City Council's approval to authorize the Mayor to execute the contract with RoviSys in the amount of $108,310.

REMEDIAL ACTION CONTRACTOR SERVICES AGREEMENT

This Remedial Action Contractor Services Agreement (hereinafter the "**Agreement**" or "**CSA**") is made on September 6, 2012 ("**Effective Date**"), between the Seaboard Group II (hereinafter the "**Group**"), the City of High Point North Carolina (hereinafter the "**City**") collectively hereinafter referred to as the "**Purchasers**," and the RoviSys Company (hereinafter "**Contractor**"). Purchasers and Contractor may hereinafter be referred to individually as a "**Party**" or collectively as the "**Parties**."

RECITALS

WHEREAS, at the request and direction of Purchasers, and pursuant to a Request for Proposals ("**RFP**") issued by Purchasers on or about July, 2012 and Contractor's bid submittal ("**Contractor's Proposal**"); and other arrangements between the Parties, Contractor has developed the Custom Materials (as hereinafter defined) which constitute works made for hire; and

WHEREAS, in consideration for value received by it from Purchasers, in the event that under the copyright laws of the United States the Custom Materials are not considered works made for hire owned by Purchasers, Programmer now desires to assign, grant, convey and transfer all rights, title, interest and ownership in and to the Custom Materials to Purchasers pursuant to the terms and conditions set forth herein.

WHEREAS, Purchasers entered into a certain Purchase Orders with Purifics ES Inc. ("Purifics") numbered 1047, 1047A, 10-47B, 1047C, 1047D, 1047E, 1047F and 1047G (collectively "Purifics Contract"); and

WHEREAS, Purifics has performed certain work ("Purifics Work"), and provided certain equipment ("Purifics Equipment"), but has failed to satisfactorily complete the work and provide the operable equipment required by the Purifics Contract; and

WHEREAS, Purchasers wish to engage Contractor to prepare a full automation and integration control system including all hardware not otherwise provided by Purchasers, and computer programming and software on a work for hire basis, and to provide such other goods and services as provided herein, and Contractor wishes to accept such engagement on the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the promises, covenants, and agreements set forth herein, and for the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions.

(a) Goods, materials and equipment shall mean and are hereinafter collectively referred to as "**Goods**."

(b) Tasks, duties, work and services of any type shall mean and are hereinafter referred to as "**Work**" or "**Services**."

(c) The system design (including plan drawings as well as as-built drawings), hardware procurement, hardware installation and automation programming to control and operate a Groundwater and Leachate Remediation System, a Phytoremediation Irrigation System, a Fertigation System, a Proportional Sampler System, and an Alarm, Interlock and Monitoring System shall mean and are hereinafter referred to as the "**Automation Project**" or **the "Project**."

(d) All works of authorship or inventorship that Contractor has created or developed, is creating or developing or creates or develops hereinafter that: (i) is or was created or developed using Purchasers' Confidential Information (as defined below), (ii) was created or developed for use by Purchasers, or (iii) otherwise arises or results out of work performed by Contractor for Purchasers, including without limitation all drawings, designs, diagrams, instructions, software source code and all other items set forth in Article 6.1 and Exhibit A (Contractor's Proposal) shall mean and are hereinafter referred to as "**Custom Materials**."

(e) "**Site**" shall mean collectively the former Seaboard Chemical Corporation facility located at 5899 Riverdale Drive and the adjacent former City of High Point Riverdale Drive Landfill, Jamestown, Guilford County, North Carolina.

(f) "**Contract Documents**" shall mean collectively: this Agreement, any Purchase Order issued by Purchasers to Contractor, the RFP and any written amendments thereto approved by Purchasers and any documents and materials incorporated by reference in the RFP, the Contractor's Proposal and any written amendments thereto approved by Purchasers and any documents and materials incorporated by reference in the Contractor's Proposal.

(g) "Goods," "Work," and "Services" shall not be construed to include or mean any Purifics Work or Purifics Equipment.

1.2 References.

(a) References to this Agreement include the Exhibits hereto; references to the Exhibits to this Agreement include any Attachments thereto; and references to any Schedule include any exhibits, attachments and schedules thereto.

(b) References to any law shall mean such law as changed, supplemented, amended or replaced.

(c) References to and mentions of the word "include," "including" or the phrases "e.g." or "such as" shall mean "including, without limitation."

(d) References to "day", "week", "quarter" or "year" refer to a calendar day, week, quarter or year respectively, unless otherwise indicated.

(e) The symbol "$" and references to "dollars" refers to United States dollars.

1.3 Headings. The Section headings are for reference and convenience only and shall not be considered in the interpretation of this Agreement or any Appendices.

1.4 Precedence of Contract Documents. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any Purchase Order, the terms and conditions of this Agreement shall prevail unless excluded or modified in accordance with Article 1.5. In the event of a conflict between the terms and conditions of this Agreement (exclusive of the Exhibits) and the terms and conditions of any Exhibit, the terms and conditions of this Agreement (exclusive of the Exhibits) shall prevail. Notwithstanding the foregoing and anything to the contrary, in the event of a conflict between any of the other terms and conditions of this Agreement (or any Purchase Order) and the terms and conditions of the RFP or any other Contract Document, this Agreement shall prevail.

1.5 Agreement Framework. This Agreement contemplates the execution by Purchasers and Contractor of one or more Purchase Orders. Each Purchase Order shall be effective when executed by an authorized representative of Purchasers and Contractor. The terms of this Agreement shall govern each Purchase Order, except for provisions in this Agreement that are specifically excluded or modified in such Purchase Order, which shall include a reference to the applicable Section in this Agreement being excluded or modified.

1.6 Consents, Approvals and Requests. Except as specifically set forth in this Agreement or a Purchase Order, all consents, acceptances and approvals to be given by either Party shall be in writing and shall not be unreasonably withheld, conditioned or delayed.

2. WORK AND SERVICES.

2.1 Scope of Work. Contractor, and any approved subcontractors, contract employees or third parties, shall perform the tasks, duties, work and services (the "**Work**" or the "**Services**") described in the Contractor's Proposal, attached hereto as Exhibit A, and in the Purchasers' Request For Proposals ("RFP") dated July, 2012 attached hereto as Exhibit B in accordance with the Contract Documents. Contractor represents itself to be experienced and competent to perform the Work under this Contract as set forth in the Contractor's Proposal and RFP attached hereto as Exhibits A and B and made part hereof. The Purchasers reserve the right to change, modify, delete or expand any aspect, timing or element of the Work, and may do so at their sole discretion upon two days' written notice to the Contractor provided such modification includes an equitable adjustment in the price of the Work approved by Contractor and Purchasers. All Work shall be performed in accordance with this Agreement.

3. OBLIGATIONS, FEES AND TAXES.

3.1 Compensation. As compensation for all Services satisfactorily rendered by Contractor for the Purchasers pursuant to this Contract, the Purchasers agree to pay Contractor as set forth in the Contractor's Proposal attached hereto as Exhibit A and made part hereof. Prices shall not exceed the prices stated in Contractor's Proposal without the prior written consent of

Purchasers. The prices stated in Contractor's Proposal include packing, crating and transportation to the F.O.B. point shown unless otherwise stated in Contractor's Proposal.

3.2 Taxes. Contractor, at Contractor's expense, shall pay all taxes and other expenses incurred by reasons of the job or work to be performed by Contractor including, but not limited to, all sales and use taxes, licenses, fees, and personal property taxes, and all employment taxes or contributions imposed by any law or trade union contracts or regulations.

3.3 Invoices. All invoices rendered to the Purchasers by Contractor shall indicate the number of hours worked, date worked, and such additional information as the Purchasers shall reasonably request. The compensation shall in no event exceed that given as the total estimated cost in the Contractor's Proposal without express written approval by the Purchasers. The compensation provided for in this Article 3.1 shall be the total consideration to Contractor, and shall include all of Contractor's expenses incurred in rendering the Services.

(a) No later than the end of the seventh (7th) work day of each month, Contractor shall deliver 3 copies of each invoice to Randy Smith, Administrator. Seaboard Group II and the City of High Point, c/o American Environmental Consultants, P.O. Box 310, Mont Vernon, NH, 03057, and to any other individual(s) designated by Randy Smith, for Services rendered to the Purchasers during the preceding invoice period. Each invoice that includes charges for work performed by a subcontractor(s) shall include a release from such subcontractor(s) of any and all liens for labor or material arising out of such work.

(b) Payment for invoices submitted is due and payable net thirty (30) days after the invoice is received by Randy Smith, subject to the Purchasers' right to retain up to 10% of the invoiced amounts for all labor and non-itemized materials for protection against unsatisfied claims or liens and further subject to the Purchasers' right to contest, in good faith, all or part of the charges set forth therein. All such retainage amounts may be held by the Purchasers until Contractor has completed all Work and Services in accordance with the terms of this Agreement, including without limitation, satisfactory production of all required deliverables and acceptance of the Work and Services by the Purchasers. In the event of any material default or breach of this Agreement by Contractor or Subcontractor which is not cured within thirty (30) days of receipt by Contractor of a notice of material default or breach, Contractor shall forfeit, and the Purchasers shall be entitled to keep, all retainage amounts necessary to fully compensate the Purchasers for any such default or breach. The Purchasers agree that the Contractor may, upon fourteen (14) days' prior written notice to Clients, suspend the performance of the Services in the event any undisputed invoices or undisputed portions thereof are not paid as provided for herein; such suspensions may continue until payment is made in full on all outstanding undisputed invoices or portions thereof.

(c) Payment of invoices shall not preclude the Purchasers from thereafter disputing any item invoiced nor shall it be construed as acknowledgment that any part of the Work and Services has been completed satisfactorily. Contractor and Purchasers agree to cooperate promptly and work together to resolve any disputed charges.

(d) Purchasers may refuse to pay the whole or any part of any invoice if Contractor's Services are defective or fail to conform to the standards set forth in the Agreement.

3.4 Accounting and Auditing. Contractor shall prepare and maintain accounting records in support of all amounts billed to the Purchasers. Contractor's files and records relating to performance of this Contract and billing therefore shall be subject to audit at all times during the course of the project and for a period of six (6) years after project completion.

3.5 Insurance. Contractor shall, at Contractor's sole expense, at all times during performance of the work described in this Agreement and related documents, maintain insurance coverage of the types and in the amounts set forth in the Contractor's Certificate of Insurance attached hereto as Exhibit C and made part hereof. Commencement of performance pursuant to this Agreement constitutes confirmation by Contractor that the required insurance coverages are in effect.

(a) Contractor shall maintain in effect at all times during performance of services described in this Contract the following coverages and limits of insurance:

A. Workers' Compensation and Employers Liability - Statutory workers' compensation limits required by law and $500,000 per occurrence employers' liability. Coverage must provide coverage for occupational disease.

B. Liability Insurance - The following required liability policies, except for the Professional Liability/Errors and Omissions Policy(ies), shall be endorsed to include the Purchasers as additional insureds, and shall also include a waiver of subrogation against the Purchasers:

Type of Insurance	**Limits Each Accident & Aggregate**
Comprehensive General Liability.	$2,000,000 aggregate, $1,000,000 per occurrence
Automobile.	$1,000,000 (including any owned, non-owned, or hired vehicles)
Professional Liability/Errors and Omissions	$2,000,000 aggregate, $1,000,000 per occurrence

(b) Contractor shall maintain the above insurance, or renewals or replacements thereof, for not less than three (3) years after completion of work under this Contract. Certificates of insurance including additional insured and waiver of subrogation endorsements shall be furnished to the Purchasers immediately upon execution of this Agreement and prior to Contractor's commencing work. All certificates shall provide not less than thirty (30) days' advance written notice to the Purchasers prior to cancellation, termination, or alteration of said policies of insurance. All insurers and policy forms must be satisfactory to the Purchasers.

(c) The foregoing requirements as to types and limits of insurance coverages to be maintained by Contractor are not intended to, and shall not in any manner, limit the liabilities and obligations assumed by Contractor under this Agreement.

3.6 Compliance with Laws. Contractor shall comply with the provisions of the RFP and all applicable federal, state and local laws, regulations, rules and ordinances applicable to this Agreement and purchased Goods or Services including, without limitation, any fair labor standards or statutes and any statute or regulation regulating occupational safety and health. Contractor shall, following Purchasers' reasonable request, certify such compliance to Purchasers in writing.

3.7 Non-discrimination. Contractor shall comply with all applicable laws, executive orders and regulations concerning non-discrimination in employment.

3.8 Shipping. Shipment shall be properly packed and shipped only by licensed carrier over the least expensive route, unless otherwise instructed. Shipments F.O.B. Purchasers' plant shall be released at a declared valuation of the true replacement value, and in no event shall such declared value exceed the maximum permitted under the carrier's least expensive rate schedule applicable to Goods constituting such shipment. Contractor shall notify Purchasers at the time of shipping the Goods.

3.9 Tests. If the specifications, the Purchasers' prior instructions, laws, ordinances or any public authority require any part of the work to be tested or approved, Contractor shall give the Purchasers' Representative, and such public authority, as required, timely notice of its readiness for inspection. If any such part of the work is covered up without the Purchasers' approval or the required approval of public authority, it must be uncovered for inspection at no cost to the Purchasers.

3.10 Liens. Contractor agrees to furnish, at the Purchasers' request, a list of all fabricators, materialmen, subcontractors, suppliers and workmen involved in Contractor's performance, together with evidence satisfactory to the Purchasers that all claims for labor and material have been satisfied and paid and that there are no unsatisfied claims for injuries to persons or properties. The Purchasers retain the right to withhold from any payments to Contractor such amounts the Purchasers deem sufficient to protect the Purchasers and their property against any claim by Contractor's employees, fabricators, materialmen, subcontractors, suppliers, and workmen which could or may become a lien or claim against the Purchasers, or the property of either. The Purchasers may at any time pay and discharge such lien or claim and deduct the amount so paid, together with costs and attorneys' fees, from any payment then due or thereafter to become due to Contractor. If any lien or claim remains unsatisfied after payment has been made by the Purchasers, Contractor shall pay or refund to the Purchasers the entire sum that the Purchasers may be compelled to pay in discharging such lien or claim, together with all costs and attorneys' fees.

3.11 In no event shall Contractor be liable for any incidental, consequential, or punitive damages. Contractor's liability to Purchasers resulting from, or related to the performance or breach of this CSA shall not, under any circumstances, exceed Five Million Dollars ($5,000,000), whether in contract, tort, warranty, indemnity or otherwise. Notwithstanding any other provision in this Agreement, in no event shall Contractor be liable for any loss, liability, warranty, indemnification or any other cost or expense incurred by Purchasers or any third party to the extent arising from preexisting defects in the Purifics Work or the Purifics Equipment.

3.12 NO RAID. Neither party shall hire or engage, directly or indirectly, or solicit for employment or for retention, or engage as an independent contractor in an individual capacity, any employee of the other party who performed any work pursuant to this CSA, without the written consent of other party, for at least three (3) years following the completion or termination of this CSA.

4. PERFORMANCE OF SERVICES.

4.1 Performance of Services. Contractor agrees to render its Services at such time and places as the Purchasers may reasonably request. Contractor shall render Services only upon the specific request of the Purchasers. Contractor shall not be entitled to compensation for any Services rendered in excess of those specifically requested by the Purchasers. The Purchasers may modify any prior request for Services at any time. Contractor shall give immediate notice when any event occurs or conditions arise which the Contractor considers to constitute a basis for any additional compensation.

4.2 Independent Contractor. Contractor shall perform its work as an independent contractor. Contractor shall have responsibility for, and control over, the details and means for performing its work. Contractor shall not be deemed an employee, subcontractor or agent of Seaboard Group II or the City of High Point.

4.3 Work For Hire. All Work performed in the creation of Custom Materials by Contractor in fulfillment of all labor, material and services provided to fulfill any obligation, duty or representation that is part of The Project shall be provided strictly on a "work made for hire" basis, as defined under the copyright laws of the United States. If, under the copyright laws of the United States, any of the contracted Work is not determined to be a "work made for hire," Contractor hereby assigns all rights, title and interest in any Custom Materials developed to Purchasers, pursuant to Article 7 of this Agreement.

4.4 Programming. All Goods and Services provided by Contractor, or by Contractor's employees, agents or subcontractors, which involve the development and preparation of automation programming or any other programming that may be copyrighted or otherwise legally protected in any manner, are included in the definition of "Custom Materials" provided above and shall conform to the following additional requirements:

(a) Contractor agrees to deliver the Custom Materials to Purchasers no later than due dates listed in the RFP, attached as Exhibit B to this Agreement, in a manner and form satisfactory to Purchasers.

(b) Contractor expressly acknowledges that the Custom Materials to be contributed by them in fulfillment of their obligations contained in this Agreement, and Contractor's Services under any Purchase Order issued to them by the Purchasers, are being specially ordered and commissioned by Purchasers for use in connection with the remediation of the groundwater and leachate at the Site.

(c) All Custom Materials contributed by Contractor as a result of any Purchase Order issued as a result of this Agreement shall be considered a "work made for hire" as defined by the copyright laws of the United States. As such, Purchasers shall be the sole and

exclusive owner and copyright proprietor of all rights, title and interest in all Custom Materials provided under any Purchase Order, regardless of the stage of completion.

(d) Contractor agrees that the Purchasers may make any changes or additions to the Custom Materials, which the Purchasers, in their sole discretion, may consider necessary, and may engage other third parties to do any or all of the foregoing, with or without attribution to the Contractor. Contractor further waives any so-called "moral rights" in all Custom Materials provided under any Purchase Order issued them by the Purchasers.

(e) Contractor shall require that all contractors, subcontractors, and employees that provide Work or Services under this Agreement agree to and abide by these additional requirements defined in this Article 4.4.

(f) Contractor represents that, except with respect to material furnished to Contractor by the Purchasers, Contractor will be the sole author of the Custom Materials and all of Contractor's services will be original with Contractor and not copied in whole or in part from any other third party work; and that Contractor's Work will not be libelous or obscene, or knowingly violate the right of privacy or publicity, or any other rights of any person, firm or entity.

4.5 Health and Safety. Contractor shall place the highest priority on safety and health during the progress of all Work and Services. It shall be the responsibility of Contractor to provide and maintain a safe working environment for its workers, the Purchasers, the public, and any other third party at all times with respect to Work and Services performed under this Agreement.

4.6 The requirements of this Section 4 are applicable to all subcontractors and contract employees hired by Contractor, and Contractor's contract with such subcontractor shall provide that subcontractor will be subject to the requirements of this Section. The terms of this Section concerning health and safety are agreed by both the Purchasers and Contractor to be of the highest importance. A breach or violation of any of the terms of said Section by Contractor shall be considered to be a material and substantial breach of this Agreement. If Contractor fails to promptly take the necessary steps to cure said breach or violation or to otherwise comply with this Section, the Purchasers may seek removal of Seller as provided for in this Agreement and may take any other action permitted by the terms of this Agreement or under law, including termination of this Agreement. Nothing contained in this Section shall be interpreted as enlarging the legal duty of the Purchasers to Contractor or Contractor's agents, employees, subcontractors, or third parties, or altering the status of Contractor.

5. ACCEPTANCE, TESTING AND MAINTENANCE.

5.1 Acceptance. Commencement of performance pursuant to this Agreement constitutes acceptance hereof by Contractor. If specified delivery dates cannot be met, Contractor shall notify Purchasers promptly of Contractor's best alternative proposed delivery date, which Purchasers may accept or reject at Purchasers' sole discretion. The terms of this Agreement may not be modified, superseded or amended except in a writing signed by an authorized agent of Purchasers. Each shipment received by Purchasers shall be upon the terms

of this Agreement, notwithstanding any terms contained in any quotation, acknowledgement, invoice, shipping papers, or other form or document of Contractor, or Purchasers' acceptance of, or payment for, any shipment, or any other action by Purchasers.

5.2 Excess Quantities. Except for quantities of Goods in excess of those ordered constituting customary quantity variations common to the trade or industry, any quantity of Goods in excess of the amount ordered need not be accepted, and such excess goods may be received, held and returned to Contractor by Purchasers at Contractor's risk and expense.

5.3 Inspection. All Goods or Services are subject to Purchasers' inspection, testing and approval, both at Contractor's facility and at Purchasers' point of destination. Purchasers reserve the right to reject and refuse acceptance of any Goods or Services which do not comply with all the terms of this Agreement. Acceptance, payment, use or resale of the Goods or Services by Purchasers shall not release Contractor of any Contractor's obligations, representations or warranties hereunder. Payment for any Goods or Services shall not be deemed an acceptance thereof. Purchasers shall not be responsible for any of Contractor's commitments for materials or fabrication unless agreed to by Purchasers in writing in advance.

5.4 Performance Testing. There will be a period for performance testing of The Project. During the performance period, the Purchasers, with the assistance of the Contractor, will perform acceptance testing. The performance period may last up to 90 calendar days, during which time The Project must continually meet the standard of performance required by the RFP for 30 calendar days with respect to the Goods and Services provided by the Contractor. The performance criteria in this Agreement and the RFP (Exhibit B to this Agreement) will be supplemented with the relevant user manuals, technical materials, and related writings, to the extent that the specifications in those writings supplement and refine rather than contradict the performance criteria in the RFP. Acceptance of The Project depends on a successful completion of the performance period defined in this section and the RFP. This section applies to the Goods and Services, and any part of them, as well as replacements or substitutes for the Goods and Services after completion of a successful performance period.

(a) If the Goods and Services do not meet the standard of performance during the performance period, the Purchasers will give the Contractor details about the problems in a timely manner and in a useful and relevant form. Until all outstanding problems have been demonstrably corrected by the Contractor, the performance period will not restart and the Goods and Services (or part thereof) will not be accepted. The performance test will continue on a day-by-day basis until the standard of performance is met continuously for a total of 30 calendar days.

(b) If The Project fails to meet the standard of performance after 90 calendar days, in addition to all other remedies the Purchasers may have under this Agreement, the Purchasers will have the right to request correction or replacement of the relevant portion of the Goods and Services.

(c) The Goods and Services may have components that can be tested for acceptance individually. If that is so, there may be acceptance criteria listed on the Purchase Order for each part that will be independently tested and accepted. But, unless the Purchase

Order expressly provides otherwise, the failure of any independently tested component to meet its acceptance criteria will give the Purchasers the right to reject the entire Goods and Services. Alternatively, if the Purchasers determine that it is in the Purchasers' interest to reject only the part of The Project that was independently and unsuccessfully tested, it may do so. If the Purchasers choose this option, the Purchasers will be entitled to a refund or credit toward the Contractor's Fee equal to the cost of acquiring a replacement for the rejected component. The Project will not be accepted until the performance period is complete.

5.4 Passage of Title. Title to any deliverable will pass to the Purchasers only on acceptance of the deliverable. All risk of loss, regardless of the cause, will remain with the Contractor until title to the deliverable passes to the Purchasers.

5.5 Software Maintenance. If this Agreement involves software as a deliverable, then, during the warranty period, the Contractor will correct any material programming errors that are attributable to the Contractor within a reasonable period of time. But the Purchasers must notify the Contractor, either orally or in writing, of a problem with the software and provide sufficient information for the Contractor to identify the problem.

5.6 Equipment Maintenance. If this Agreement involves Equipment as a Deliverable, then, on delivery and for 12 months after acceptance, the Contractor will provide Equipment maintenance to keep the Equipment in or restore the Equipment to good working order. This maintenance will include preventative and remedial maintenance, installation of safety changes, and installation of engineering changes based upon the specific needs of the individual item of Equipment. This maintenance will include the repair, replacement, or exchange deemed necessary to keep the Equipment in good working order. For purposes of this Order, Equipment restored to good working condition means Equipment that performs in accordance with the manufacturer's published specifications and the RFP. The Contractor will exert its best efforts to perform all fault isolation and problem determination attributed to the Equipment covered under this Agreement.

5.7 Maintenance Access. The Contractor will keep the Goods and Services in good operating condition during the Warranty Period and any Maintenance Period during which the Purchasers contract for continued maintenance and the Purchasers will provide the Contractor with reasonable access to the Site to perform maintenance.

(a) All maintenance that requires the System to be inoperable must be scheduled in advance with the Purchasers' Representative. Preventive or scheduled maintenance will be performed at mutually agreeable times, within the parameters of the manufacturer's published schedule.

6. OWNERSHIP AND LICENSES.

6.1 Ownership of Custom Materials and Deliverables. Unless otherwise agreed in writing, all materials resulting from Contractor's or the Purchasers' efforts in connection with this Agreement, including documents, drawings, designs, diagrams, instructions, reports, calculations, maps, photographs, computer programs, computer software source code, computer printouts, notes, samples, specimens, and any other pertinent data ("**Custom Materials**"), are the

exclusive property of the Purchasers. All Custom Materials developed by the Contractor and covered by this Agreement will be treated as "work made for hire" on behalf of the Purchasers, with all rights, title, and interest in all intellectual property that comes into existence through the Contractor's work being owned by the Purchasers. In the event that any Custom Materials are not considered a "work made for hire" under the copyright laws of the United States, Contractor hereby assigns all rights, title and interest in the Custom Materials to Purchasers, pursuant to Article 7 of this Agreement. Additionally, the Contractor waives any author rights and similar retained interests in the Custom Materials. The Contractor will provide the Purchasers with all assistance reasonably needed to vest such rights of ownership in the Purchasers.

(a) All Work shall be retained by Contractor for a minimum of six (6) years, and shall not thereafter be disposed of without prior written notice to the Purchasers.

(b) Reuse of these Custom Materials by Contractor on projects other than with the Purchasers is prohibited without written permission. Contractor agrees to indemnify and hold harmless the Purchasers from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized use by Contractor.

(c) Any reuse or adaptation of this property occurring with or without the Purchasers' permission shall entitle the Purchasers to compensation in an amount to be agreed upon with Contractor.

(d) Subject to the limitations and obligations of the Purchasers with respect to Pre-existing Materials (defined below), the Purchasers may make all custom deliverables available to the general public without any proprietary notices of any kind.

6.2 Pre-Existing Materials. The Contractor shall retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines and similar material that Contractor owned or developed prior to beginning work on The Project and incorporated in any custom deliverable ("**Pre-existing Materials**") if the Contractor provides the non-exclusive license described below in Article 6.3 and identifies the Pre-Existing Materials in its Proposal (Exhibit A).

6.3 Pre-Existing Materials License. The Contractor may grant the Purchasers a worldwide, non-exclusive, royalty-free license to use, modify, sell, and otherwise distribute all Pre-existing Materials that are incorporated in any Custom Material rather than grant the Purchasers ownership of the Pre-existing Materials. The Contractor shall not include in any Custom Material any intellectual property unless such has been created under this Agreement or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing Materials in a Custom Material, the Contractor must first disclose this and seek the Purchasers' approval for doing so in advance. On the request of the Contractor, the Purchasers will incorporate any proprietary notice the Contractor may reasonably want for any Pre-existing Materials included in a Custom Material in all copies the Purchasers makes of that Deliverable.

6.4 Commercial Materials. As used in this section, "**Commercial Material**" means anything that has been developed at private expense by the Contractor or a third party, commercially available in the marketplace, subject to intellectual property rights, and readily

copied through duplication on magnetic media, paper, or other media. Examples include written reports, books, pictures, videos, movies, computer programs, and computer source code and documentation. Any Commercial Material that the Contractor intends to deliver as a Deliverable must have the scope of the license granted in such material disclosed in the Contractor's Proposal or as an attachment referenced in the Contractor's Proposal, if that scope of license is different from the scope of license contained in this section for Commercial Materials.

(a) Except for Commercial Material that is software ("**Commercial Software**"), if the Commercial Material is copyrighted and published material, then the Purchasers will have the rights permitted under the Federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor.

(b) Except for Commercial Software, if the Commercial Material is patented, then the Purchasers will have the rights permitted under the Federal patent laws for each copy of the Commercial Material delivered to it by the Contractor.

(c) Except for Commercial Software, if the Commercial Material consists of trade secrets, then the Purchasers will treat the material as confidential. In this regard, the Purchasers will assume all obligations with respect to the Commercial Material that the Contractor assumes under the Confidentiality section of the Agreement with respect to Purchasers' secrets. Otherwise, the Purchasers will have the same rights and duties permitted under the Federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor, whether or not the material is copyrighted when delivered to the Purchasers.

(d) For Commercial Software, the Purchasers will have the rights in items (A) through (H) of this section with respect to the software. The Purchasers will not use any Commercial Software except as provided in items (A) through (H) of this section or as expressly stated otherwise in this Agreement. The Commercial Software may be:

A. Used or copied for use in or with the computer or computers for which it was acquired, including use at any Purchasers installation to which such computer or computers may be transferred;

B. Used or copied for use in or with a backup computer for disaster recovery and disaster recovery testing purposes or if any computer for which it was acquired is inoperative;

C. Reproduced for safekeeping (archives) or backup purposes;

D. Modified, adapted, or combined with other computer software, but the modified, combined, or adapted portions of the derivative software incorporating any of the Commercial Software will be subject to same restrictions set forth in the Agreement;

E. Disclosed to and reproduced for use on behalf of the Purchasers by support service contractors or their subcontractors, subject to the same restrictions set forth in this Agreement; and

F. Used or copied for use in or transferred to a replacement computer. However:

G. If the Commercial Software delivered under the Agreement is published and copyrighted, it is licensed to the Purchasers without disclosure prohibitions; but

H. If any Commercial Software is delivered under the Agreement with the copyright notice in 17 U.S.C. 401, it will be presumed to be published, copyrighted, and licensed to the Purchasers without disclosure restrictions, unless a statement substantially as follows accompanies such copyright notice: "Unpublished -- rights reserved under the copyright laws of the United States." The Purchasers will treat such Commercial Software as Confidential Information to the extent that such is actually the case.

6.5 Ownership of Purifics Work. Purchasers represent and warrant (a) that they are the sole owners of the Purifics Equipment, and (b) that the execution of this CSA does not violate the rights of any third party or Purchasers' duties and obligations under any existing contract or agreement with any third party.

7. INTELLECTUAL PROPERTY ASSIGNMENT.

7.1 Assignment. Contractor hereby grants, transfers, assigns and conveys to Purchasers, and their Members, successors and assigns, all right, title, interest, ownership and all subsidiary rights worldwide, including without limitation all rights accruing to Contractor under the patent, copyright, and other intellectual property laws of the United States of America and other jurisdictions, in and to all works of authorship or inventorship that Contractor has created or developed, is creating or developing or creates or develops hereinafter that: (i) is or was created or developed using Purchasers' Confidential Information (as defined below), (ii) was created or developed for use by Purchasers, or (iii) otherwise arises or results out of Work and Services performed by Contractor for Purchasers, including without limitation all **Custom Materials** set forth in Article 6.1 and Exhibit A (Contractor's Proposal) for use throughout the world in perpetuity in any manner or media whether now known or hereafter invented. This transfer includes the right to sue for any past infringements and the right to recover any damages therefore. This transfer includes the full and exclusive rights, title and interest to any invention(s) disclosed in the Custom Materials throughout the world, including the right to file applications and obtain patents, utility models, industrial models and designs for said invention(s) in Purchasers' own names throughout the world and including all rights of priority; provided, however, that such transfer does not include any interest in any of the Pre-Existing Materials set forth in Article 6.2 and Exhibit A, which items were originally developed by Contractor prior to the engagement of Contractor by Purchasers to develop the Custom Materials. Contractor covenants to execute all documents reasonably necessary to convey to and/or vest in Purchasers all such rights, including without limitation Contractor's copyright in such Custom Materials, together with the right to secure in Purchasers' names all copyright registration(s) for such Custom Materials in the United States of America and any foreign country.

8. CONFIDENTIALITY.

8.1 Confidential Information. "**Confidential Information**" means all valuable or potentially valuable information, whether communicated in oral, written, electronic or other format, furnished or made available to, or received by, (i) Contractor or its Agents, or (ii) Purchasers or its Agents, after execution of this Agreement, in connection with the purposes set forth in this Agreement, including the Recitals of this agreement. During the performance of this Agreement, the Receiving Party may be given access to Confidential Information of the Disclosing Party. If and to the extent any Agents of the Receiving Party receive Confidential Information, the Receiving Party shall be responsible for such Agent's full compliance with the terms and conditions of this Agreement and shall be liable for any such Agents' non-compliance. All Confidential Information of the Disclosing Party is and shall remain property of the Disclosing Party. The disclosure of Confidential Information hereunder shall not be construed as a grant of any express or implied rights or license to the Receiving Party to or under any patents, patent applications, inventions, copyrights, trademarks, or other intellectual property rights owned now or in the future by the Disclosing Party except as provided in this Agreement.

(a) The Receiving Party agrees not to disclose any Confidential Information to third parties and to use it solely to do the Project. The Receiving Party will restrict circulation of Confidential Information within its organization and then only to people in the Receiving Party's organization that have a need to know the Confidential Information to do the Project.

(b) The Receiving Party shall be liable for the disclosure of Confidential Information whether the disclosure is intentional, negligent, or accidental, unless otherwise provided.

(c) The Receiving Party shall not be liable for any unintentional disclosure of Confidential Information that results despite the Contractor's exercise of at least the same degree of care as it would normally take to safeguard its own secrets, except when the Receiving Party's procedures are not reasonable given the nature of the Confidential Information or when the disclosure nevertheless results in liability to the Disclosing Party.

(d) The Receiving Party's obligation to maintain the confidentiality of the Confidential Information will not apply where such:

A. was already in the Receiving Party's possession before disclosure by the Disclosing Party, and such was received by the Receiving Party without obligation of confidence;

B. is independently developed by the Receiving Party;

C. is or becomes publically available without breach of this Agreement;

D. is rightfully received by the Receiving Party from a third party without an obligation of confidence;

E. is disclosed by the Receiving Party with the written consent of the Disclosing Party; or

F. is released in accordance with a valid order of a court or governmental agency, provided that the Receiving Party:

(i) notifies the Disclosing Party of such order immediately upon receipt of the order; and

(ii) makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production.

(e) The Receiving Party will return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Agreement.

(f) The Receiving Party may disclose Confidential Information to its subcontractors on a need-to-know basis, but they will be obligated to the requirements of this section.

(g) The Contractor will not incorporate any portion of any Confidential Information into any work or product, other than a Deliverable, and will have no proprietary interest in any of the Confidential Information.

(h) The Contractor will cause all of its employees who have access to any Confidential Information to execute a confidentiality agreement incorporating the obligations in this section.

9. REPRESENTATIONS AND WARRANTIES.

9.1 Software Warranty. Contractor warrants that:

(a) the Software developed under this Agreement ("**Developed Software**") will, in all material respects, operate on the automation control network for which the software is intended in the manner described in the relevant software documentation, the Contractor's Proposal, this Agreement and the RFP, and the software will possess the features, functionality, compatibility, configuration, scalability, performance and integration capabilities specified in the relevant software documentation, the Contractor's Proposal, this Agreement and the RFP;

(b) the Developed Software, including upgrades, will not include any disabling code; and

(c) Contractor has and will use commercially reasonable efforts (including use and maintenance of commercially reasonable anti-virus software), to prevent the introduction of Viruses into the Developed Software, including upgrades, and that Contractor shall not knowingly include or knowingly permit the inclusion of any Virus in the Developed Software, including upgrades, or the operating environments of Purchasers ((a)-(c) collectively, the "**Developed Software Warranty**").

9.2 Developed Software Warranty Period. The Developed Software Warranty shall apply for a period of twelve (12) months from final acceptance (the "**Developed Software Warranty Period**").

9.3 Developed Software Remedy. If Purchasers notify Contractor during the Developed Software Warranty Period that the Developed Software failed to conform to the Developed Software Warranty, then Contractor shall promptly, at its option and sole expense: (i) correct the nonconformance; or (ii) provide Purchasers with a procedure reasonably acceptable to Purchasers to work-around the nonconformity without otherwise degrading or impairing the performance of the Developed Software. If Contractor is unable to accomplish (i) or (ii) within a reasonable period of time, Contractor shall return to Purchasers an amount of money reasonably estimated to compensate Purchasers for the deficiency in the Developed Software, unless such affected portion(s) substantially impairs the usefulness of the Developed Software to Purchasers, in which event Contractor may elect within sixty (60) days of being notified by Contractor that it is unable to correct the nonconformity to receive a refund of all fees paid for the Developed Software. If Purchasers elect to receive a refund for the Developed Software, Purchasers' use of the Developed Software shall be limited to using the Developed Software for purposes of migrating any data stored in the Developed Software to a replacement product and Purchasers shall promptly return or certify to Contractor destruction of the Developed Software once such use is no longer needed. If the nonconformity results from a breach of the obligation under Section 9.1(c) and a Virus is introduced into the operating environment of Purchasers, Contractor shall, at no additional charge to Purchasers, take commercially reasonable steps to eliminate the effects of the Virus, and if the Virus causes a loss of operational efficiency or loss of data, to mitigate the effects of the loss of efficiency and to restore such lost data from backups.

9.4 Equipment Warranty. Contractor warrants that:

(a) any electrical equipment, mechanical device, computer hardware, telecommunications hardware, or other type of physical machinery provided by Contractor, and excluding any Purifics Equipment ("**Equipment**") will, in all material respects, operate on the automation control network for which the Equipment is intended in the manner described in the relevant Equipment documentation, the Contractor's Proposal, this Agreement and the RFP, and the Equipment will possess the features, functionality, compatibility, configuration, scalability, performance and integration capabilities specified in the relevant Equipment documentation, the Contractor's Proposal, this Agreement and the RFP;

(b) any Equipment shall fully comply with all requirements of the RFP and government environmental and safety standards applicable to the Equipment ((a)-(b) collectively, the "**Equipment Warranty**").

9.5 Equipment Warranty Period. The Developed Software Warranty shall apply for a period of twelve (12) months from final acceptance (the "**Equipment Warranty Period**").

9.6 Equipment Remedy. If Purchasers notify Contractor during the Equipment Warranty Period that the Equipment failed to conform to the Equipment Warranty, then Contractor shall promptly, at its option and sole expense: (i) correct the nonconformance; or (ii) provide Purchasers with a procedure reasonably acceptable to Purchasers to work-around the

nonconformity without otherwise degrading or impairing the performance of the Equipment. If Contractor is unable to accomplish (i) or (ii) within a reasonable period of time, Contractor shall return to Purchasers an amount of money reasonably estimated to compensate Purchasers for the amount paid for the Equipment, or, if such has not been individually priced, the manufacturer's suggested retail price for the Equipment. Except where the Contractor's breach of the Equipment Warranty makes it not possible for Purchasers to do so, Purchasers shall return the nonconforming Equipment to the Contractor in the case of a refund.

9.7 Contractor's General Warranties. Contractor guarantees all work and materials developed or provided by Contractor for the Project against original defects and against failure under ordinary usage, exclusive of ordinary wear and tear, and under such guarantee Contractor agrees to repair or replace defective work and materials at no expense to the Purchasers when notice of defects or failure is given to Contractor within one (1) year from the date of final acceptance of the work by the Purchasers. Contractor also makes such further guarantees as may be provided in the specifications. Contractor warrants and represents that:

(a) It understands the currently known and potential hazards and risks to human beings, property and the environment presented by hazardous substances at the Site.

(b) It is fully experienced, properly qualified, registered, equipped, organized and financed to perform the Work under this Agreement.

(c) It will conduct the Work and Services and provide the Goods in a safe and professional manner and in compliance with the RASA and all applicable statutes, ordinances, orders, rules, AOCs and regulations of the federal, state and local governments in whose jurisdiction such activities are performed; it will perform the Work and Services in a manner consistent with that level of care and skill ordinarily exercised by other recognized and competent national contractors and professionals under similar circumstances; and it will conduct all of the Work and Services in a manner that is consistent with the National Contingency Plan (40 C.F.R. Part 300) in effect at the time the Services are rendered.

(d) Contractor will provide professional oversight and will cause the Goods and Services of each subcontractor to be accurate and free from material defects due to materials, workmanship, and/or design.

(e) It and/or its subcontractors have obtained, or will obtain, all permits, licenses, certificates or approvals necessary to perform the Work and Services required in the RFP or Contractor's Proposal and to comply with the RASA and all applicable statutes, ordinances, orders, rules, AOCs and regulations of the federal, state and local government.

(f) All applicable personnel, including subcontractors, have been fully trained in the health and environmental risks associated with the Work and Services at the Site and any safety precautions, personal protective equipment recommended or required.

(g) If any of its completed Goods and Services fail to conform to the above professional responsibility standard, it will, at its expense, perform corrective Services of the

type originally performed as may be required to correct any such defective Services of which it is notified by the Project Contacts in writing at any time.

(h) No portion of any payment pursuant to this Agreement shall be used: (i) as a bribe, kickback, rebate or illegal political contribution for the purpose of obtaining political influence; or (ii) in violation of applicable foreign exchange control regulations, tax laws or regulations, or other laws or regulations of any jurisdiction.

9.8 Non-Infringement Warranty.

(a) Contractor represents, warrants, and covenants that as of the date that any Custom Materials were delivered to Purchasers, and as of the date of this Assignment: (1) the Custom Materials are and have at all times been Contractor's original creation(s); (2) Contractor has full and complete right, title and interest in and to the Custom Materials and has not previously sold, granted, conveyed or assigned any of Contractor's right, title or interest in or to the Custom Materials to any person; and (3) the Custom Materials do not include or infringe the copyright, patent or other intellectual property rights of others.

(b) Contractor will use reasonable efforts to further evidence, record and perfect assignments of the Custom Materials which shall be at the expense and under the control of Purchasers. Contractor agrees that Purchasers may apply for and receive domestic and foreign Letters Patent or rights of any other kind for inventions and discoveries associated with or later derived from the Custom Materials. At the reasonable request of Purchasers, Contractor shall execute and deliver any instruments, and do and perform any other acts and things as may be necessary or desirable for effecting completely the consummation of the transactions contemplated hereby, including without limitation execution, acknowledgment, and recordation of any documents, any and all powers of attorney, applications, assignments, declarations, affidavits, divisional, continuation, continuation-in-part, renewal, reissue, substitute and all other applications, and any other papers in connection therewith necessary to perfect such rights, title and interest in Purchasers, their successors, assigns and legal representatives.

(c) Contractor represents and warrants to Purchasers that (i) to the best of its knowledge Contractor has good and marketable title to the Custom Materials, and the exclusive right to sue for past, present, and future infringement thereof; (ii) the Custom Materials are free and clear of all liens, mortgages, security interests, or other encumbrances, and restrictions on transfer; (iii) to the best of its knowledge there are no actions, suits, investigations, claims, or proceedings threatened, pending, or in progress relating in any way to the Custom Materials; and (iv) there are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire, license or use any of the Custom Materials or any interest therein.

10. TERM AND TERMINATION.

10.1 Termination. In addition to any other remedies provided herein, the Purchasers may terminate this Contract by written notice to Contractor of the occurrence of any of the following events:

(a) Contractor fails to commence its services hereunder, or any portion thereof, within the specified time, or fails to complete its services within the specified time, or otherwise fails to comply with any term of this Contract or any request of the Purchasers made in accordance with its terms, provided that the Purchasers have given Contractor written notice of such failure and Contractor has not within forty-eight (48) hours remedied such failure, or commenced such remedy and thereafter continuously proceeds to complete such remedy; or

(b) If after two prior written notices by the Purchasers the Contractor thereafter fails to comply with any term of this Contract or any request of the Purchasers made in accordance with its terms; or

(c) Contractor becomes insolvent, petitions for any bankruptcy court proceeding, or has an involuntary bankruptcy proceeding for it filed by any creditor or group of creditors.

10.2 Effect of Termination. In the event of termination under this Article 10.1, no further payment shall be made to Contractor until the services provided for hereunder have been completed by another party or parties selected by the Purchasers and paid for. If the total amount paid to all Purchasers for services contracted for hereunder has been less than the maximum compensation provided for in the bid documents, the difference (but not more than the contract amount otherwise actually earned by Contractor) shall be paid to Contractor; and if said total amount paid to all parties has been more than the maximum compensation, Contractor shall repay the deficiency to the Purchasers. The Purchasers shall pay Contractor for services performed to the effective date of termination.

11. INDEMNITY PROVISIONS.

11.1 General Indemnity Obligations. Contractor assumes all liability for work to be performed and for breach of any of the terms of this Contract. Contractor agrees to indemnify, hold harmless and defend the Purchasers and any and all of their affiliates, partners, directors, officers, members, agents or employees from and against all loss, injury, damage and legal liability, including attorneys' fees and other costs of defense, arising out of any negligent act, error or omission of Contractor, its employees, subcontractors or representatives.

(a) Contractor assumes all liability for workers' compensation and employer's liability coverage for its own employees.

(b) Contractor shall be responsible for, and shall hold the Purchasers harmless from, loss of or damage to Contractor's or its subcontractor's construction tools and equipment and rented items which are used or intended for use in performing work, and for any consequential, special or indirect damages, or loss of anticipated profits sustained by Contractor or its subcontractors, and shall indemnify the Purchasers for loss of or damage to any property intended to be incorporated into or used in the construction while in Contractor's care, custody, or control.

(c) Contractors shall be responsible for, and shall hold the Purchasers harmless from all claims arising from a violation of any federal, state, local or foreign law, rule, regulation or order applicable to Contractor or any of its Agents.

11.2 Intellectual Property Infringement Indemnity. Contractor hereby indemnifies, defends and holds Purchasers and their Affiliates, and their respective officers, Members, directors, employees, advisors, successors and assigns (the "Purchasers' Party"), harmless from and against any and all damages, liabilities, losses, fines, penalties, costs, and expenses (including, without limitation, reasonable attorneys fees), as the same are incurred, of any kind or nature whatsoever which may be sustained or suffered by any such Purchasers' Party, based upon, arising out of, by reason of or otherwise in respect of or in connection with (i) any breach of, untruth or inaccuracy in any representation or warranty made by or on behalf of Contractor in this Agreement; and (ii) any claim that any of the Custom Materials, as delivered by Contractor to Purchasers, infringes any copyright, trademark, patent, or other intellectual property right, or any right of confidentiality, of a third party.

11.3. To the extent allowed by law, Purchasers hereby indemnify, defend, and hold harmless Contractor and its Affiliates, and their respective officers, members, directors, employees, advisors, successors and assigns (the "Contractor's Party") harmless from and against any and all damages, liabilities, losses, fines, penalties, costs, and expenses (including, without limitation, reasonable attorneys fees), as the same are incurred, of any kind or nature whatsoever which may be sustained or suffered by any such Contractor's Party, based upon, arising out of, by reason of or otherwise in respect of or in connection with any claim by Purifics regarding ownership or use of the Purifics Equipment or the infringement of any intellectual property right, or any right of confidentiality claimed by Purifics with respect to the Purifics Work or Purifics Equipment.

12. GENERAL PROVISIONS.

12.1 Subcontracting. The services under this Contract shall be rendered by Contractor and shall not be subcontracted to be performed by any other party without the prior written consent of the Purchasers. However, minor subcontracts, defined as those subcontracts comprising less than 15% (fifteen %) of the total contract price, may be let upon written notice to the Purchasers without waiting for prior written consent.

12.2 Delays. Neither the Purchasers nor Contractor shall be liable for default or delay under this Contract caused by acts of God, or other events beyond the control of such party. Such acts or events shall include storms, floods, fires, epidemics, war, riot, strikes, lockouts or other labor disputes, and acts of the government, its agencies or officers, federal, state, or local.

12.3 Suspension of Services. The Purchasers may suspend performance of services hereunder at any time by written notice to Contractor. All suspensions shall extend the Contract completion date commensurately. The Purchasers shall pay Contractor necessary and reasonable costs incurred by Contractor directly attributable to the suspension in addition to other compensation provided for by this Contract.

12.4 Notices. Notices of change, deficiencies, delays, claims or disputes shall be in writing, and shall furnish full information to the extent possible. The Party notified will acknowledge receipt by endorsement of a copy, if requested, or will otherwise confirm receipt in writing. Unless otherwise provided herein, notice will be given by delivery to the Purchasers' Representative or Project Coordinator, respectively. Any notice required or permitted under this contract shall be deemed to have been duly given if same shall have been delivered by hand or

mailed via certified or registered mail (return receipt requested), or by any commercial express delivery or courier service (with receipt), with postage or other charges prepaid, in an envelope addressed to the party to whom notice is to be given at the address shown below:

If to Contractor:

Kevin McFeaters
RoviSys
2521 Schieffelin Rd
Apex, NC 27502

If to Project Contacts for Seaboard Group II and The City of High Point:

American Environmental Consultants
P.O. 310
30 Purgatory Road
Mont Vernon, New Hampshire, 03057
Attn: Randy Smith, Administrator

Southwestern Environmental, LLC.
9004 Thompson Lake Drive
Missouri City, Texas 77459
Attn: James C. LaRue

If to City of High Point:

The Director of Public Services of
The City of High Point
211 South Hamilton Street
P.O. Box 230
High Point, NC 27061
Attn: Chris Thompson

If to Seaboard Group II

Seaboard Group II Group Counsel
c/o Williams Mullen
301 Fayetteville St.
Suite 1700
Raleigh, NC 27601
Attn: Amos C. Dawson III, Esquire

12.5 Dispute Resolution. Except for disputes involving claims for injunctive relief, or to the extent it may invalidate or prejudice any insurance coverage of a Party, all disputes between the Parties arising out of or related to this Agreement shall be decided by alternate dispute

resolution procedures as mutually agreed, and in the absence of such agreement, disputes shall be decided by arbitration in accordance with the existing Construction Industry Arbitration Rules of the American Arbitration Association.

(a) Written notice of demand for arbitration must be given to the other party and to the American Arbitration Association within a reasonable time after the dispute has arisen, in no event after the date when the institution of court proceedings based on such dispute would be barred by the applicable statute of limitations.

(b) Unless otherwise agreed in this contract, the arbitration hearings shall be held at a place designated by the Purchasers. Costs of arbitration shall be apportioned between the parties as the arbitrator(s) may decide, consistent with the parties' intent that the non-prevailing party should bear said costs.

(c) The award shall be final. The award and this agreement to arbitrate may be specifically enforced and judgment entered thereon by any court having jurisdiction thereof.

(d) Contractor shall obtain from each subcontractor such subcontractor's written agreement to resolve disputes and controversies related to the Work or its subcontract with Contractor by arbitration in accordance with this Agreement and to be a party to arbitration between Purchasers and Contractor if requested by the Parties to this Agreement.

12.6 Attorneys' Fees. In the event of arbitration or litigation between the Parties to this Agreement, all reasonable attorneys' fees and other costs to protect or enforce the prevailing Party's rights shall be paid or reimbursed by the other Party.

12.7 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of the other provisions hereof. If any provision of this Agreement is unenforceable for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable.

12.8 Assignment. Contractor shall not assign or otherwise transfer its rights or obligations hereunder without the Purchasers' prior written consent.

12.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

12.10 Entire Agreement. This Agreement constitutes the entire agreement between the Parties, shall supersede all previous communications, and may not be changed except by a signed writing.

12.11 Signatures. The undersigned signatories represent and warrant that each is the authorized representative of the Party for whom the contract is executed and that each is duly authorized to execute the contract on behalf of said Party.

Contractor:The RoviSys Company

By: _____

Printed Name: Richard Ciammaichella

Title: Director

Seaboard Group II

By: _____

Printed Name: Frank Brown, Esq.

Title: Chairman, Executive Committee

City of High Point

By: _____

Printed Name: _____

Title: _____

Attachments: Exhibit A – Contractor's Proposal
Exhibit B – Request for Proposals (RFP)
Exhibit C – Contractor's Certificate of Insurance

CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT

STAFF REPORT
RIGHT-OF-WAY ENCROACHMENT CASE 12-05
September 17, 2012

Request	
Applicant: Stanley Furniture	**Proposal:** Allow an existing and proposed wall, and existing landscaping to encroach up to approximately 4 feet into the eastern limits of the North Hamilton Street right-of-way.

Adjacent Streets		
Name:	**Classification:**	**R/W and Pavement Width:**
North Hamilton Street	Major Thoroughfare	60 ft. R/W and 41 foot curb & gutter (+/-)

Analysis

The applicant is requesting to allow an existing decorative wall to remain within the North Hamilton Street right-of-way. The applicant is also proposing to construct a new decorative wall along the North Hamilton Street frontage. Approximately 35 linear feet of this wall would be located in the right-of-way. The applicant describes this wall as being 3 to 4 feet in height, having an EIFS finish and a decorative ornamental rail above the solid wall base.

There is an existing courtyard at the location of the encroachment that serves as an entry plaza into the building, which is utilized as a market showroom. This courtyard features a decorative walkway that extends out the sidewalk of North Hamilton Street. This area is partially enclosed by the existing wall and fence. The proposed wall, along with the proposed gate across the decorative walkway, would complete the enclosure. The applicant is proposing to landscape a small natural area just within the proposed wall. Some of the proposed landscaping would likely encroach into the street right-of-way.

The Technical Review Committee reviewed this request on August 29, 2012, and determined that the proposed encroachment would not hider sight visibility, or reduce the width of the existing sidewalk (which is 5.5 feet in width adjacent to the proposed wall). The TRC did note that there are several utilities located in the existing sidewalk, including a fiber-optic trunk line. TRC notes that these utilities must be located prior to construction so that they are not endangered, and further notes that they would not support any further encroachments that would result in a reduction in width of the sidewalk.

This site is located in the Central Business (CB) zoning district. A drawing showing the existing and new wall encroachments, and a written legal description of the area of the encroachment, are attached.

Findings

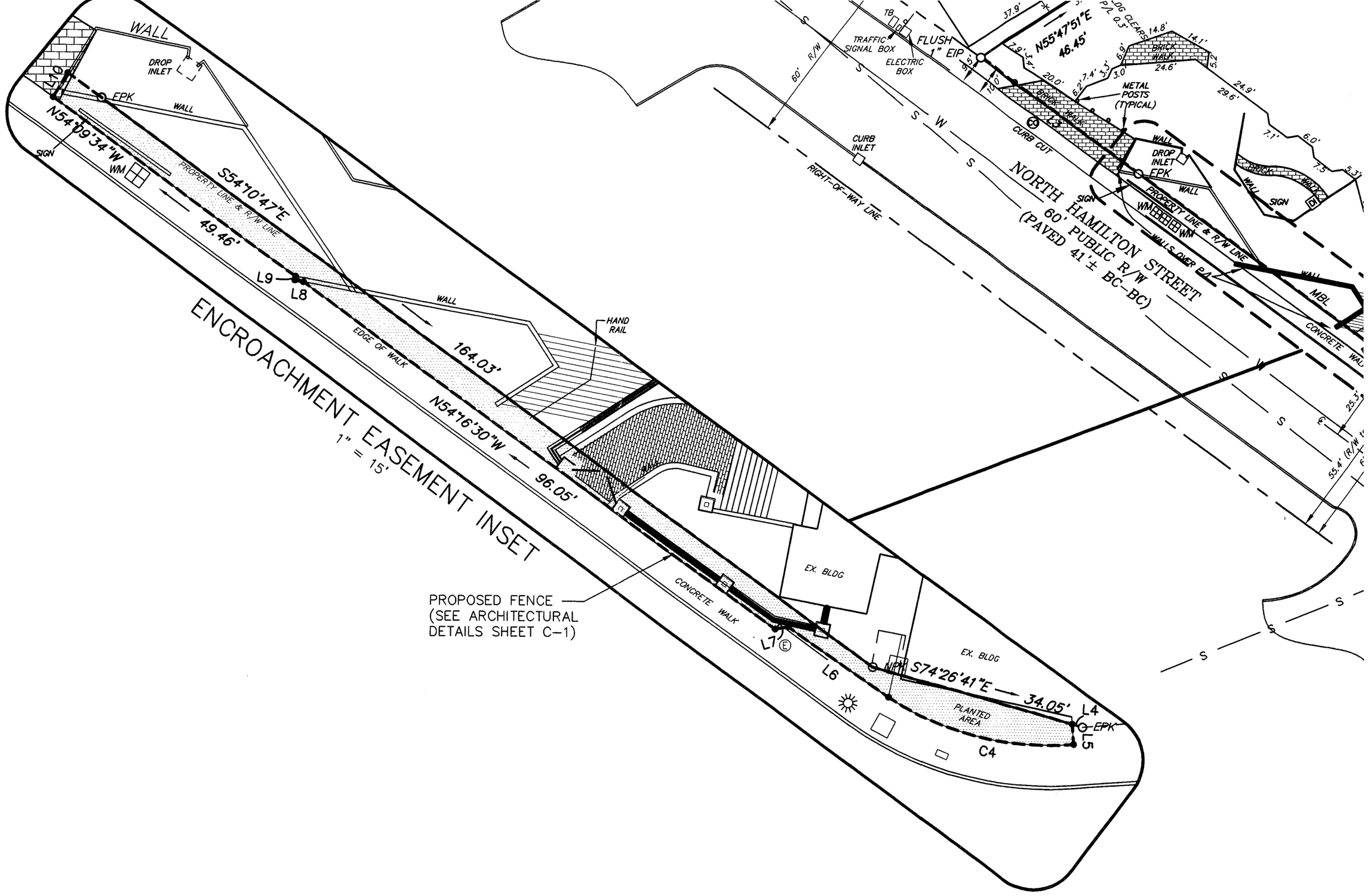
The Technical Review Committee (TRC) supports the encroachment agreement as signed by the Stanley Furniture. The proposal would not hinder sight visibility for motorist using North Hamilton Street, and would not reduce the width of the existing sidewalk.

Recommendation

TRC recommends approval of the requested right-of-way encroachment.

Report Preparation

This report was prepared by Planning and Development Department staff member Doug Loveland AICP, and was reviewed by Mark Schroeder, AICP and Bob Robbins AICP.



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Dev. # 7800

Ref. 4640

Rcpt # 441219

"Shaping a more livable High Point"

PLANNING AND DEVELOPMENT DEPARTMENT
DEVELOPMENT SERVICES DIVISION
CITY OF HIGH POINT
NORTH CAROLINA

Staff Use Only
Filing Date:
Case No.:
Payment:
Approval Date:

RIGHT-OF WAY ENCROACHMENT PETITION

To the City Council of the City of High Point:

We, the undersigned, owners of the land abutting upon the street rights-of-way herein to be encroached, do hereby petition the City Council to grant an encroachment agreement hereinafter generally described as follows:

Location of Encroachment 200 N. HAMILTON STREET

Legal Description of Encroachment Area (Metes and Bounds):

COMMENCING from an existing pk nail, said point also being "DMP-12" having NAD 83 coordinates of N: 805,145.407, E: 1,702,657.784, thence North 03°27'09" West, 850.70 feet (Grid Distance) to an existing nail having NAD 83 coordinates of N: 805,994.563 E: 1,702,606.552, said point also being in the Northern right of way of East English Road; thence with the Northern right of way of East English Road and the Eastern right of way of North Hamilton Street North 74°26'41" West, 1.80 feet to a new point with the 60 foot public right of way of North Hamilton Street; said point further described as the point and place of BEGINNING; thence South 41°16'38" East, 3.31 feet to a point within the right-of-way; thence with a curve having a chord bearing of North 76°11'45" West, a chord length of 31.98 feet, radius of 47.37 ft and an arc of 31.37 feet to a point along the sidewalk within N Hamilton Street right-of-way; thence along the sidewalk North 55°18'31" West, 20.01 feet; thence South 79°35'08" West, 2.21 feet; thence North 54°16'30" West, 96.05 feet along the back edge of sidewalk to a point; thence North 79°41'11" West, 1.40 feet to a point; thence North 10°47'10" East, 0.67 feet to a point on the back edge of walk; thence North 54°09'34" West, 49.46 feet to a point; thence North 30°22'37" East, 4.65 feet to a point along the right-of-way of North Hamilton Street; thence running with the right-of-way, South 54°10'47" East, 164.03 feet to a point; thence South 74°26'41" East, 34.05 feet to the point and place of BEGINNING.

The above described easement contains 901 ± Square Feet and is provided for wall, sign, fence and planting encroachments.

1) Ronald W. Blair — IMC, 209 S. Main St HP NC 27260 — 888 3730
Property Owner (printed name) — Address — Phone

Ronald W. Blair Director of Facilities + Maint.
Property Owner's Signature

2) _____ — _____ — _____
Property Owner (printed name) — Address — Phone

_____
Property Owner's Signature

(use additional sheets, if necessary)

PLANNING AND ZONING COMMISSION RECOMMENDATION

On August 28, 2012, a public hearing was held before the Planning and Zoning Commission regarding the request described below. All members of the Commission were present.

MAMI, LLC **Land Use Plan Amendment Case 12-06**

A request by MAMI, LLC to change the Land Use Map classification for approximately 0.65 acres from Low Density Residential to Local/Convenience Commercial. The site is lying at the southeast corner of W. Lexington Avenue and Kentucky Street.

&

MAMI, LLC **Zoning Case 12-10**

A request by MAMI, LLC to rezone approximately 1.5 acres from the Limited Business (LB) District and Residential Single Family-9 (RS-9) District to a Conditional Zoning Limited Business (CZ-LB) District. The site is lying along the south side of W. Lexington Avenue, between Westchester Drive and Kentucky Street.

Mr. Andy Piper presented Land Use Plan Amendment Case 12-06 and recommended approval as outlined in the staff report. Mr. Herbert Shannon presented Zoning Case 12-10 and recommended approval, with an amendment, as outlined in the staff report.

Speaking in favor of the request were the applicant's representative, Ms. Judy Stalder, 1400 Eastchester Drive, High Point; Mr. Tom Terrell, 529 West Parkway Avenue, High Point, Legal Counsel to Sheetz; Mr. Steve Webb, CPT Engineering, 4400 Tyning Street, High Point, project engineer for Sheetz; Mr. John Davenport, Davenport Transportation, 305 West 4th Street, Winston Salem, traffic engineering for Sheetz; Mr. Anthony Foderaro, 5700 6th Ave, Altoona, PA, of Sheetz Inc.; and Mr. Christopher Edwards, representing Shores Fine Dry Cleaners and JT Properties, 2019 Eastchester Drive, High Point. Key points raised by these speakers were:

- This intersection has historically been developed with a gas station or convenience store use. Sheetz is proposing to develop an upgraded convenience store at this location.
- Kentucky Street is a logical place to draw a line between business and residential uses.
- Speakers provided an overview of conditions offered to ensure development will be compatible with the adjacent residential neighborhood.
- Mr. Webb provided an overview of how stormwater drainage from the site will be controlled; Mr. Davenport provided an overview of his traffic impact analysis; and Mr. Edwards noted his support for the condition not requiring an opaque fence in the landscaping planting yard between Sheetz and Shores Dry Cleaners.
- Finally, Mr. Foderaro noted that Sheetz does not wish to accept the recommendation from staff to prohibit building wall signs facing Kentucky Street.

Speakers in opposition to the request were Mr. James McGee, 1321 Florida Street; Ms. Rebecca Stegenga, 809 W. Lexington Avenue; Ms. Hazel Gilbreth, 1320 Florida Street; Mr. John Cameron *(Ms. Gilbreth's son)*, 351 W. Meadow Road, Eden, NC; and Ms. Billie Buskirk, 1320 Kentucky Street. These speakers noted the following concerns with the request:

- Traffic from a convenience store of this size will negatively impact the abutting residential neighborhood, especially when combined with Northwood Elementary School peak traffic periods.
- The site is the entrance to their neighborhood, a use of this size and intensity is not a compatible use next to a residential neighborhood.

- Several speakers noted that there is already a flooding problem south of the site along Kentucky Street that extends westward to Florida Street. Property owners voiced concern that the proposed development will further exacerbate this problem.

After the public hearing was closed, the Planning & Zoning Commission deliberated on this matter. Key points of their discussion were:

- Some members expressed concerns that the use would be more appropriate at an interstate interchange, not next to a residential neighborhood. Other members noted there has been a gas station/convenience store at this corner for decades, the application is not introducing a new use, and conditions have been offered to mitigate impact to the neighborhood.
- Negative impact to the adjacent residential neighborhood due to the volume of the music that plays at their gas pumps 24 hours a day, and lighting impact in spite of conditions offered by the applicant.
- Traffic impact on adjacent residential neighborhood. Members had traffic related questions for the City Transportation Department staff and for the applicant's traffic engineer.
- Stormwater runoff impact on the adjacent residential neighborhood. Members had stormwater related questions for the applicant's site engineer.

Land Use Plan Amendment:

The Planning & Zoning Commission recommended **approval** of Land Use Plan Amendment Case 12-06 by a vote of 6-2.

Zoning Request:

The Planning & Zoning Commission recommended **approval** of Zoning Case 12-10 by a vote of 6-2. The Commission supported the condition proposed by the applicant to reduce the landscaping standards to not require a fence in landscaping yard next to Shores Cleaners. The Commission did not support staff recommendation to prohibited wall signs along the Kentucky Street side of the building. They recommended allowing a 48 sq. ft. wall sign, as proposed by the applicant, along the west façade of building facing Kentucky Street.

The two opposing votes were from Commission Members Martha Shepherd and Carson Lomax. Ms. Shepherd expressed concerns that the intensity of the proposed use would not be compatible next to a residential neighborhood. Mr. Lomax expressed concerns as to traffic impact of the proposed use. He reminded the members that during the presentation the traffic engineer for Sheetz said that they will be preparing an additional traffic study for Northwood Elementary School. Mr. Lomax stated that he would like to see the results of that traffic study prior to any decision being made on this request.

CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT

STAFF REPORT
LAND USE PLAN AMENDMENT CASE 12-06, AND ZONING CASE 12-10
September 10, 2012
(Revised)

Requests			
Applicant: MAMI, LLC	**Owners:** Mike Ilderton, Douglas Brewer, James Randle, Darlene & Kenneth Isley, Christy & Johnny Mitchell, J. Heywood & Sue Washburn, Jordan & Lou Washburn, and Jesse & Joanne McMurry		
Land Use Plan Amendment (LUPA) **Proposal:** To change the future land use designation for approximately 0.65 acres.	**From:**	Low Density Residential	
	To:	Local/Convenience Commercial	
Zoning Proposal: To rezone approximately 1.6 acres.	**From:**	**LB** **RS-9**	Limited Business District Residential Single Family-9
	To:	**CZ LB**	Conditional Zoning Limited Business District

Site Information		
Location:	LUPA Request**:** Lying at the southeast corner of W. Lexington Avenue and Kentucky Street. Zoning Request**:** Lying along the south side of W. Lexington Avenue, between Westchester Drive and Kentucky Street.	
Tax Parcel Numbers:	**LUPA Request**	**Zoning Request**
	0193377 & 0193378	0193377 thru 1933780 & 193361
Site Acreage:	**LUPA Request**	**Zoning Request**
	Approximately 0.65 acres	Approximately 1.6 acres
Current Land Use:	**LUPA Request**	**Zoning Request**
	Single family dwelling and undeveloped parcel	Single family dwelling, music store, convenience store-no gas pumps and undeveloped parcels.
Physical Characteristics:	The Westchester Drive and W. Lexington Avenue frontage of the site is relatively flat. The southwestern quadrant of the site has a moderate to severe sloping terrain with the topography sloping downward in a southwesterly direction toward Kentucky Street.	
Water and Sewer Proximity:	There are 6-inch and 12-inch City waterlines adjacent to the site along Westchester Drive, W. Lexington Avenue and Kentucky Street. An 8-inch City sanitary sewer line lies adjacent to the site along Westchester Drive and W. Lexington Avenue.	
General Drainage and Watershed:	The site drains in a southwesterly direction and development is subject to the Yadkin Pee-Dee Watershed requirements. Based upon the acreage of the site and the allowable development intensity, the watershed	

	regulations may require stormwater controls to be provided.
Overlay District(s):	None

Adjacent Property Zoning and Current Land Use			
North:	**CU-GB**	Conditional Use General Business District	Automotive repair facility (minor) *(lying across W. Lexington Avenue)*
South:	**LB** **RS-9**	Limited Business District Residential Single Family-9 District	Dry cleaner and single-family dwelling
East:	**LB**	Limited Business District	Restaurant with bar, office use, coin operated laundromat and coffee shop *(lying across Westchester Drive)*
West:	**RS-9**	Residential Single Family-9 District	Single-family dwellings

Adjacent Land Use Designations	
North:	Local/Convenience Commercial and Office
South:	Local/Convenience Commercial and Low Density Residential
East:	Local/Convenience Commercial
West:	Low Density Residential

Purpose of Existing and Proposed Land Use Designations	
Existing Designation:	**Low-Density Residential:** These areas include primarily single-family detached dwellings on individual lots. Development densities in these areas shall not exceed five dwelling units per gross acre.
Proposed Designation:	**Local/Convenience Commercial:** This classification includes moderate-intensity convenience retail or service uses, generally serving small, local neighborhoods.

Relevant Land Use Policies and Related Zoning & LUPA History	
Community Growth Vision Statement	Obj. #5B Focus particular attention on the appearance of key gateways into High Point to convey to visitors a positive first and last impression of the community.
Land Use Plan Goal, Objectives & Policies:	**Goals & Objectives:** The following goal and objectives of the Land Use Plan are relevant to this request: Goal #2: Encourage development that enhances and preserves established neighborhoods; Obj. #9: Where feasible and appropriate, provide a transition in land uses between more and less intensive land uses; and Obj. #11: Enhance the aesthetic appearance of High Point by preserving the scenic quality of its major gateway streets and travel corridors and by providing appropriate landscaped buffers and transitional uses between low and high-intensity land uses. **Development Guidelines:** *Office and Commercial Developments Bordering Residential Neighborhoods.* The evaluation of a zoning request for a property adjoining an established residential neighborhood which also fronts on a thoroughfare or collector street

	shall address the following: • The mass, scale & height of the proposed use and accessory uses; • The topography of the subject property and adjacent residential uses; • The effectiveness of maintaining neighborhood compatibility through the conversion of an existing residential structure to a non-residential use; • The impact on the residential neighborhood of non-local traffic generated by the proposed use; and • The sufficiency of the proposed buffering, setbacks and landscaping. The intent will be to minimize, to the extent feasible, the intrusive impact of the non-residential use on the adjacent neighborhood.
Relevant Area Plan:	Not applicable
Zoning History:	There have been no approved zoning applications for property lying west of the Westchester Drive/W. Lexington Avenue intersection in the past 13 years. The last was for the motor vehicle repair facility north or the zoning site in 1999. On the eastern side of this intersection, next to the coffee shop, zoning approval was granted for a Conditional Use Limited Office (CU-LO) District in 2006. However, there have been multiple requests to rezone parcels to the west of this current zoning application for 811 and 813 W. Lexington Avenue. • Zoning Case 95-04 for a CU-LO District at 811 W. Lexington Avenue. The Planning & Zoning Commission unanimously recommended denial of this request. The surrounding property owners submitted a valid protest petition opposing the rezoning request. The applicant withdrew this request at the City Council public hearing. • Zoning Case 97-31 for a CU-LO District at 811 & 813 W. Lexington Avenue. The Planning & Zoning Commission unanimously recommended denial of this request. The surrounding property owners submitted another valid protest petition opposing the rezoning request. The City Council denied this rezoning request. • Zoning Case 00-19 for a CU-LO District at 811 & 813 W. Lexington Avenue. Due to a tie vote of 3-3, this request was forwarded to the City Council with no recommendation from the Planning & Zoning Commission. The surrounding property owners submitted another valid protest petition opposing the rezoning request. The Council denied the request and the property owner appealed the decision to the Guilford County Superior Court and ultimately to the North Carolina Court of Appeals. Both courts upheld the High Point City Council's decision. As a result of this rezoning request, the City established specific policy guidance for evaluating office and commercial developments boarding neighborhoods.
LUPA History:	In September 2000, LUPA 00-02 was approved reclassifying the properties at 805-813 W. Lexington Avenue from Office to Low-Density Residential. This case was initiated after a request by City Council to reevaluate changes made near the intersection of Westchester Drive and W. Lexington Avenue during

	the 2000 Land Use Plan update. The amendment returned the land use designation back to what it was before the 2000 Land Use Plan update.

Transportation Information			
Adjacent Streets:	**Name**	**Classification**	**Approx. Frontage**
	Westchester Drive	Major Thoroughfare	230 ft.
	Lexington Avenue	Major Thoroughfare	340 ft.
	Kentucky Street	Local Street	160 ft.
Vehicular Access:	This rezoning site will have one access point each to Westchester Drive and Lexington Avenue.		
Traffic Counts: *(Average Daily Trips)*	Westchester Drive	21,000 ADT (2009, 24-hour count)	
	Lexington Avenue	11,000 ADT (2009, 24-hour count)	
Estimated Trip Generation:	Based on the information provided by the applicant, the proposed convenience market with gasoline pumps will generate approximately 5,339 trips/day, 278 trips (entering & exiting) in the AM peak hour and 376 trips (entering & exiting) in the PM peak hour.		
Traffic Impact Analysis:	**Required**		**Comment**
	Yes: X	No:	See attached TIA Executive Summary.
Pedestrian Access:	Development of the site is subject to the sidewalk requirements of the Development Ordinance.		

School District Comment
Not applicable to this zoning case.

Details of Proposal

1. General Overview:
   The applicant is proposing a commercial development that contains land area not currently designated for commercial uses by the land use plan nor zoned for such uses. Commercial zoning and land use currently exist along the Westchester Drive frontage of the site. MAMI, LLC has submitted these applications in order to expand commercial land use and zoning westward to include an undeveloped residential parcel fronting along W. Lexington Avenue and a residential parcel at the corner of W. Lexington Avenue and Kentucky Street. The proposed commercial use would cover five parcels; three are already zoned LB and currently or previously used for commercial purposes. The undeveloped residential zoned lot facing W. Lexington Avenue was previously a non-conforming gravel parking lot for a service station use that no longer exists. The other residential lot, at the corner of W. Lexington Avenue and Kentucky Street, contains a single-family detached dwelling.

2. Summary of Land Use Plan Amendment Request:
   The eastern portion of the site, which includes the Westchester Drive frontage, has a Local/Convenience Commercial land use designation. The western portion of the site, which includes the Kentucky Drive frontage, has a Low-Density Residential designation. The land use amendment submitted by the applicant proposes to expand the Local/Convenience Commercial designation westward to Kentucky Street. The area of this plan amendment is 0.65 acres.

3. Summary of Zoning Request:
   The 1.5 acres associated with the zoning request currently has LB District zoning along its Westchester Drive frontage and RS-9 District zoning on the rear half of the site next to Kentucky Street. The applicant is requesting that the LB commercial zoning be expanded westward to Kentucky Street in order to accommodate a proposed convenience store with 10 gas pumps

   Proposed conditions submitted by the applicant pertain to uses, lot combination, lighting, building materials, dumpster location, landscaping & screening, signage, vehicular access and roadway improvements. The proposal also includes a binding development sketch plan and landscaping plan.

4. Applicant's Request to Deviate from Standards of Development Ordinance
   Section 9-3-13 b&d of the Development Ordinance notes that no rule, regulation or condition of a Conditional Zoning District shall have the effect of removing or amending any requirement of this Development Ordinance, with the exception of less restrictive conditions as authorized by the Ordinance and approved by the City Council. However, conditions may be more restrictive then standards of the Development Ordinance. The Development Ordinance allows an applicant to request less restrictive standards only in regards to dimensional, parking and landscaping requirements. The Planning & Zoning Commission and City Council are under no obligations to accept or approve a request for a deviation.

   The applicant has proposed a less restrictive landscaping requirement for the southern boundary of the site, next to 804 Westchester Drive (Shores Cleaners). At their neighborhood meeting this property owner objected to a fence being installed in the planting yard, they felt it would restrict visibility to their dry cleaning business. The Development Ordinance requires a Type C planting yard be installed with an average width of 20-feet, or 12-feet with installation of an opaque fence. The applicant initially proposed a 12-foot wide planting yard with a fence. To appease the concerns from Shores Cleaners, they are proposing a condition for a reduction in the landscaping standards to allow a 12-foot wide Type C planting yard without installing a fence.

Staff Analysis

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

Consistency with Adopted Plans:
The proposed Conditional Zoning District is appropriate for its proposed location and is consistent with the purposes, goals, objectives and policies of relevant comprehensive land use or area plans.

Staff Comments:
The Land Use Plan establishes development guidelines to consider when evaluating a rezoning request for a commercial/office district adjoining an established residential neighborhood. In regard to this request, the areas adjacent to residential uses will have the following

conditions/restrictions:

- No gasoline pumps/canopy or drive-thru ordering station;
- Evergreen plantings and understory tree requirements increased as part of a binding landscaping sketch plan;
- Lighting limited in intensity, directed inward and shielded;
- No at grade exterior mechanical and electrical equipment to the rear of building, roof-mounted mechanical equipment screened, dumpsters setback and screened with pick-up hours limited; and
- All buildings to be constructed of brick, location of freestanding signs restricted; and no vehicular access point to/from Kentucky Street.

These conditions offered by the applicant address the development guidelines of the Land Use Plan. In addition, Goal #2 and Objective #9 of the Land Use Plan involve preserving neighborhoods and providing transitional land uses between high and low intensity uses. The conditions described above help mitigate the impact on the neighboring residential areas.

Review Factors: **The applicant's proposed Conditional Zoning District, including the proposed use(s), written conditions and Conditional Zoning Plan, satisfactorily meets or addresses the following:**	
Factor #1	**Produces a development that is compatible with surrounding development character and land uses;**
	Staff Comments: The proposed site layout has a portion of a commercial building, parking lot with loading/delivery area, and trash dumpster in the current residentially zoned area. To ensure the more intensive commercial activities are focused towards Westchester Drive, the applicant has offered a binding Conditional Zoning Sketch Plan that specifies manner in which the site may be developed. Except for on-site-vehicular circulation, location of parking spaces and landscaping along Westchester Drive and W. Lexington Avenue, development of the site shall be as showed on the Conditional Zoning Sketch Plan. Any changes, except for items listed above, will require additional zoning approval thus allowing the Planning & Zoning Commission and City Council to evaluate its impact on the adjacent residential neighborhood.
Factor #2	**Minimizes or effectively mitigates any identified adverse impact on adjacent and nearby property, such as that caused by traffic, parking, noise, lighting, trash, loading areas, etc.;**
	Staff Comments: ❖ Expansion of commercial uses to the abutting parcels along Kentucky Street should not be supported if it allows such uses and their ancillary activities to negatively impact the abutting residential neighborhood. To ensure commercial related activities are focused toward the Westchester Drive commercial corridor and to mitigate impact to the adjacent residential neighborhood, the applicant has offered the following conditions/restrictions for development of the site: ➢ Canopies and gasoline pumps, drive-thru ordering stations (speakers and pick-up windows) and their associated vehicular circulation areas are prohibited on the western portion of the site.

	➢ Exterior lighting fixtures are required to be full cutoff luminaire fixtures. This specific type of lighting fixture directs light downward and limits excessive glare. In addition, the applicant has offered a condition requiring a lighting plan be submitted as part of the site construction package that will document lighting intensity or glare from the site will not exceed one-foot candle as measured at the property line of the zoning site. ➢ Dumpsters are to setback a minimum of 40 feet from the abutting residential property and from the Kentucky Street right-of-way. ❖ The applicant has offered to place freestanding signs away from the residential neighborhood. Signage is allowed on all sides of the gas pump canopy and on all sides of the building, except for the rear. Based on the applicant's description of the proposed building size, a 90 square foot illuminated wall sign is allowed on the building wall facing Kentucky Street. It is staff's opinion that such allowable signage does not sufficiently comply with the policy to protect established neighborhoods. To minimize, to the extent feasible, the intrusive impact of the non-residential use on the adjacent neighborhood, staff supports that no wall signs be oriented towards the abutting residential street; or at a minimum such signage should be limited in area.
Factor #3	**Minimizes or effectively mitigates any identified adverse environmental impact on water and air resources, minimizes land disturbance, preserves trees and protects habitat;**
	Staff Comments: There are existing mature trees on the southwestern portion of the site that will be lost; however; they will be replaced with new vegetation from the proposed Type A landscape yard. The applicant has also indicated that steeper slopes at the southwestern portion of the site will be engineered to minimize potential runoff adjacent to residential properties.
Factor #4	**Minimizes or effectively mitigates any identified adverse impact on municipal facilities and services, such as streets, potable water and wastewater facilities, parks, police and fire; and;**
	Staff Comments: The site is within an area served by City of High Point utilities and municipal services. The proposed district has no known impacts on municipal services.
Factor #5	**Minimizes or effectively mitigates any identified adverse effect on the use, enjoyment or value of adjacent properties.**
	Staff Comments: To assist in mitigating direct adverse impact on the adjacent residential property owners, the applicant has offered conditions to prohibit vehicular access to Kentucky Street and requiring the placement of gas pumps to be towards the Westchester Drive commercial corridor.

Changes in the Area: **There have been changes in the type or nature of development in the area of the proposed Conditional Zoning District that support the application.**
Staff Comments: There have been no recent changes in type or nature of development in this area since the current

zoning ordinance of 1992 became effective. The most recent development was the adjacent auto repair facility lying north of the site, which was constructed in 2000.

Development Patterns:

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

Staff Comments:

The existing development pattern in this area has commercial uses oriented toward the Westchester Drive Corridor. As restricted by the Conditional Zoning Ordinance, and Conditional Zoning Sketch Plans (site and landscaping plan), the majority of commercial related activities will be oriented towards Westchester Drive. Conditions offered by the applicant with regards to gas pump canopy and building placement, dumpster placement and landscaping (as depicted on site plans) assist in limiting ancillary commercial uses at the rear of the site and provides a transition area to assist with screening commercial activities from the adjacent neighborhood.

Reasonableness/Public Interest:

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

In this case, staff suggests that the approval of the applicant's request is reasonable and in the public interest because: 1) subject to the approval of Land Use Plan Amendment Case 12-05, the requested CZ-LB District is consistent with adopted plans; 2) the applicant has offered to include binding Conditional Zoning Sketch Plans (site plan and landscaping plan) conditioning the manner in which the site may be developed, which ensures any use(s) developed on the site will be compatible with the adjacent residential neighborhood; and 3) conditions offered by the applicant will help insure the request will be in harmony with the adjacent single family neighborhood.

Recommendation

1. **Land Use Plan Amendment Case 12-05:**

   Staff Recommends Approval:

   Staff recommends approval of the request to change the future land use designation for approximately 0.65 acres from a Low Density Residential to a Local/Convenience Commercial land use classification. The request meets the goals, objectives, and policies of the Land Use Plan, including development guidelines for commercial areas adjacent to residential neighborhoods, through conditions offered as part of the proposed Conditional Zoning request.

2. **Zoning Case 12-10:**

   Staff Recommends Approval with amendment:

   As addressed in the Staff Analysis section of this report, conditions offered by the applicant address objectives of the Land Use Plan and will ensure development of the zoning site will be compatible with adjacent uses.

   To further ensure compatibility with the adjacent residential neighborhood, staff recommends a condition be added limiting the location of wall signs to the Westchester Drive and W.

Lexington Avenue façades of the building. This recommendation would not prohibit signage from being installed on all four sides of a gas pump canopy structure oriented towards Westchester Drive.

Staff recommends an amendment replacing Part II.D.3 of the Conditional Zoning Ordinance:

3. ~~No wall signs shall be permitted on the rear of building(s).~~ **Wall signs shall be restricted to building facades facing Westchester Drive and W. Lexington Avenue; no wall sign(s) shall face Kentucky Street or be installed on the rear of the building. This condition shall not apply to signage installed on a gas pump canopy structure, as permitted by the Development Ordinance, oriented towards Westchester Drive.**

Subject to approval of LUPA12-02 and the above noted signage condition; the Planning & Development Department recommends approval of the request to rezone this 1.5 acre parcel to the CZ-LB District. As conditioned, the requested CZ-HB District will be compatible with the surrounding area and in conformance with adopted plans.

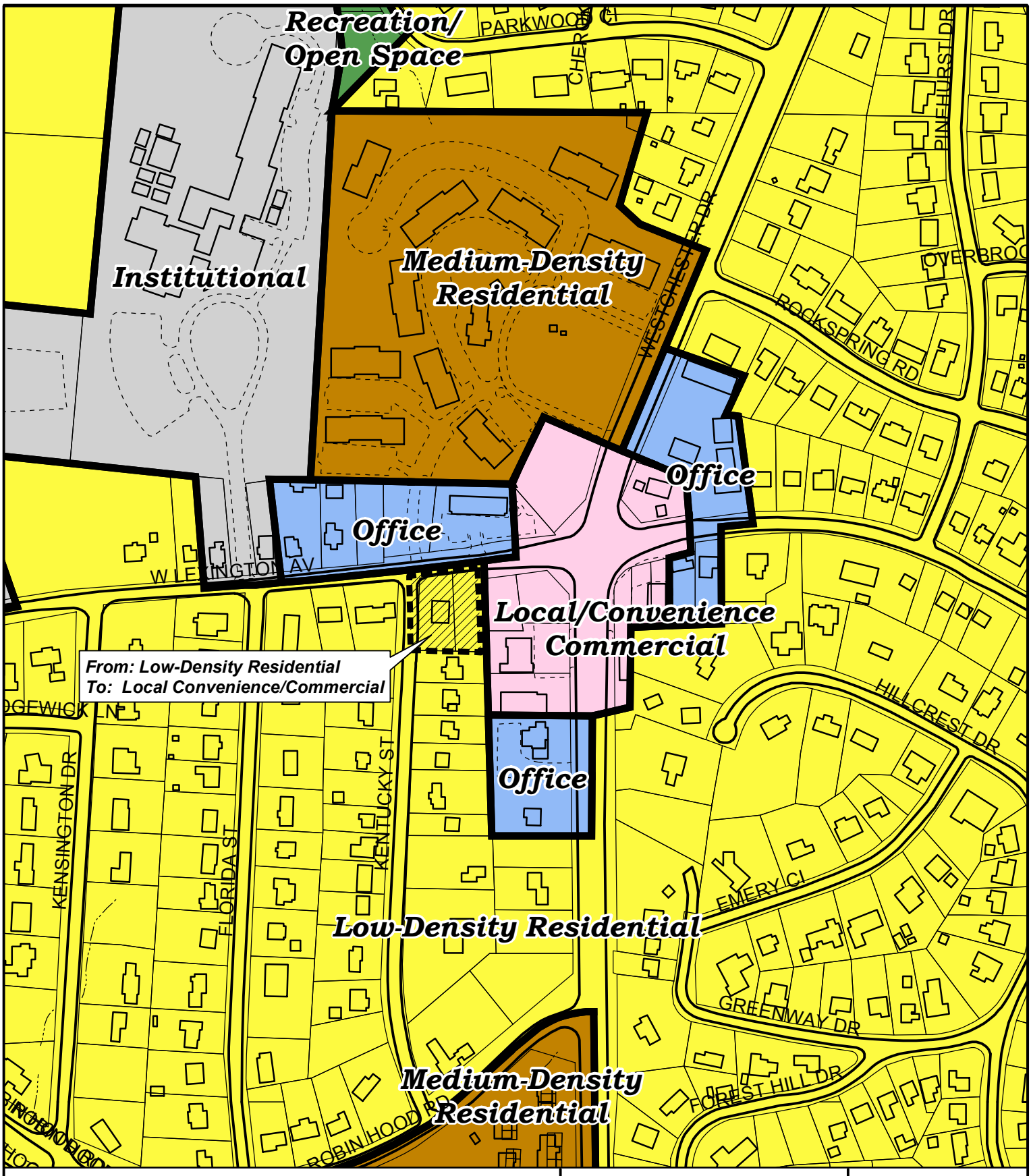
Required Action

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

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

Report Preparation

This report was prepared by Planning and Development Department staff members Herbert Shannon Jr. AICP, Senior Planner and Andy Piper, AICP, Senior Planner; and reviewed by Heidi Galanti, AICP, Planning Services Administrator, Robert Robbins AICP, Development Services Administrator and Lee Burnette AICP, Director.



LAND USE PLAN AMENDMENT 12-06

Request: From: Low Density Residential
To: Local Convenience/Commercial

Existing Land Use Plan
Subject Property Boundary

Planning & Development Department

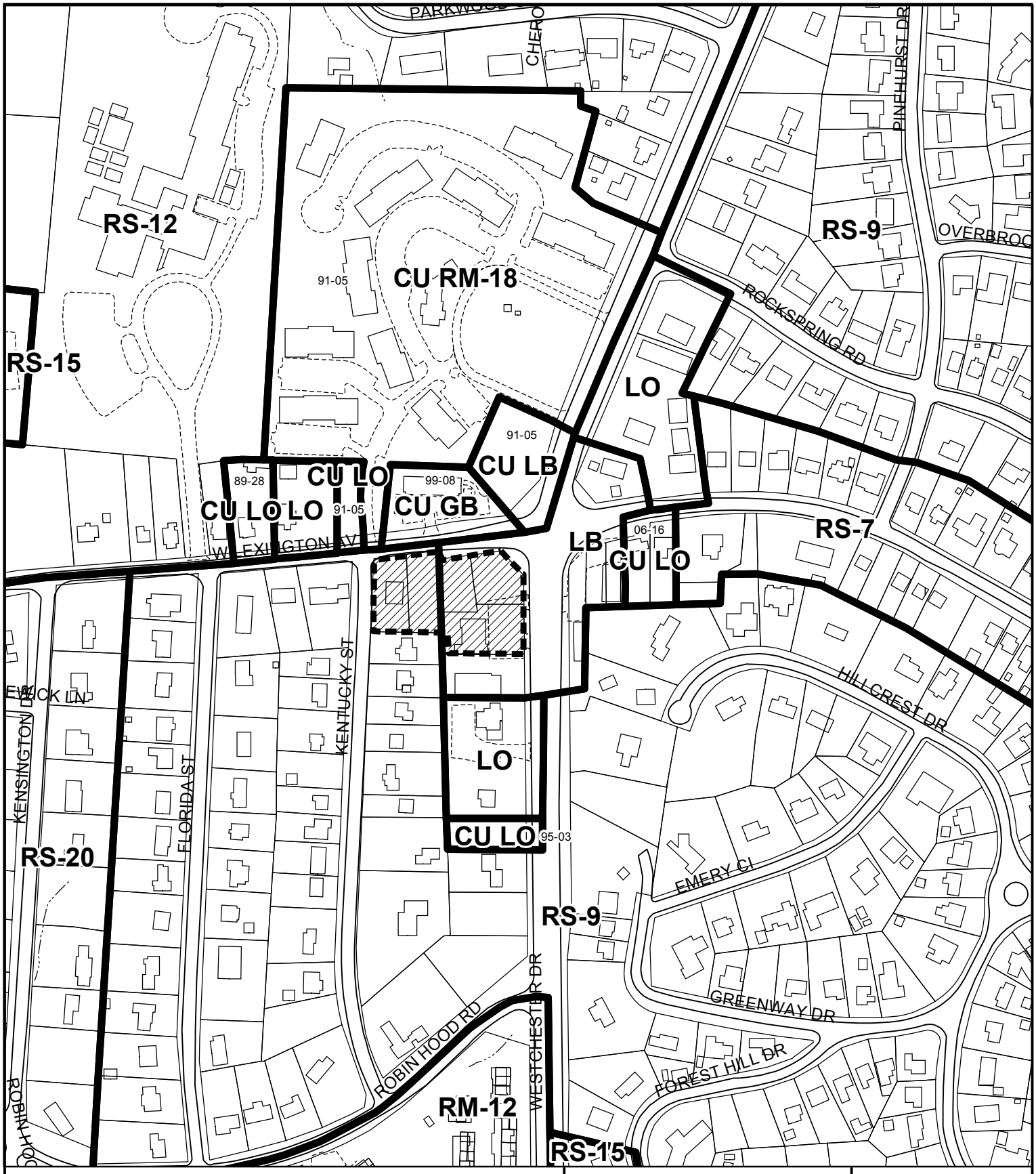
City of High Point

Date: August 16, 2012

N

Scale: 1'=300'

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ZONING CASE 12-10

From: Limited Business & Residential Single Family-9
To: Conditional Zoning Limited Business

Existing Zoning Boundary
Subject Property Boundary

Planning & Development Department

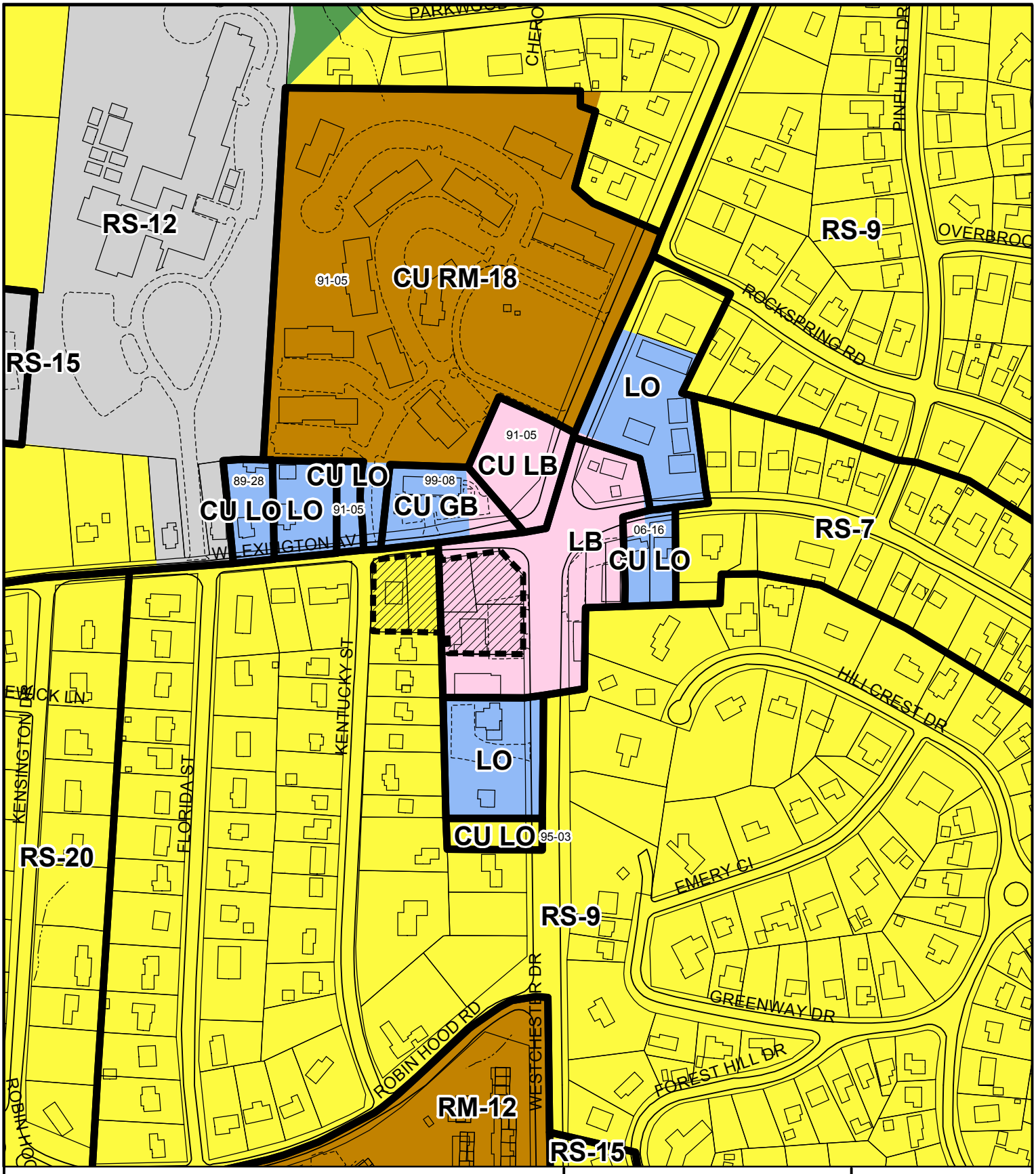
City of High Point

Date: August 9, 2012

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Scale: 1'=300'

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ZONING CASE 12-10

Land Use Plan

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

Planning & Development Department

City of High Point

Date: August 24, 2012

N

Scale: 1'=300'

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ZONING CASE 12-10

Topography

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

Planning & Development Department

City of High Point

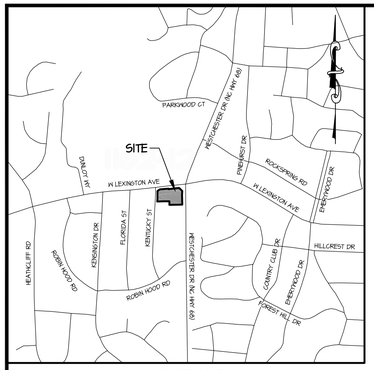
Date: August 14, 2012

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ZONING CASE 12-10
PARKWOOD Ct
CHEROKEE DR
WESTCHESTER DR
PINEHURST DR
SHERBROOK
OVERBROOK Ct
OVERBROOK DR
ROCKSPRING RD
W LEXINGTON AV
KENTUCKY ST
FLORIDA ST
HILLCREST DR
EMERY Ct
GREENWAY DR
ROBIN HOOD RD
FOREST HILL DR
COUNTRY CLUB DR

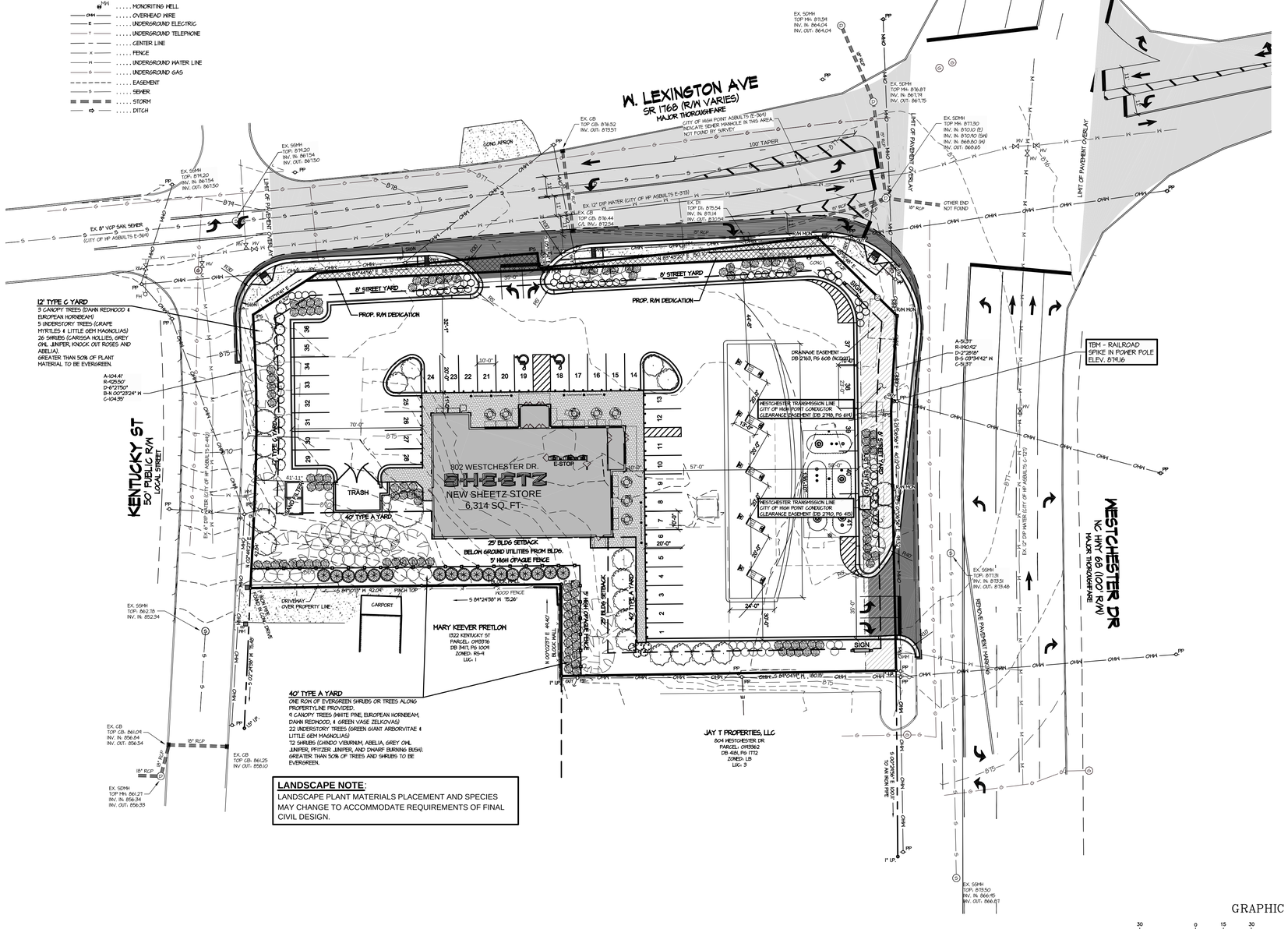


VICINITY MAP

Not to Scale

LEGEND

- IPS ..... NEW IRON PIPE
- ..... I.P. IRON PIPE
- ..... ELECTRIC METER
- FH ..... FIRE HYDRANT
- ..... GAS METER
- PP ..... GUY POLE
- ..... GUY WIRE
- ..... GAS VALVE
- ..... MANHOLE MISC.
- ..... SEWER MANHOLE
- ..... TELEPHONE MANHOLE
- ..... P.K. NAIL
- PP ..... POWER POLE
- ..... REBAR
- ..... NCDOT CONCRETE MONUMENT
- ..... TRAFFIC SIGNAL CABINET
- ..... BENCHMARK
- ..... TELEPHONE PEDESTAL
- ..... CURB INLET
- WM ..... WATER METER
- ..... TREE
- ..... EVERGREEN TREE
- LP ..... LIGHT POLE
- ..... WATER VALVE
- ..... WET AREA
- ..... STORM MANHOLE
- ..... SPOT ELEVATION
- ..... TRAFFIC SIGNAL HANDHOLE
- ..... YARD INLET
- ..... A/C - AIR CONDITION
- MW ..... MONORITING WELL
- OHW ..... OVERHEAD WIRE
- E ..... UNDERGROUND ELECTRIC
- T ..... UNDERGROUND TELEPHONE
- ..... CENTER LINE
- x ..... FENCE
- W ..... UNDERGROUND WATER LINE
- G ..... UNDERGROUND GAS
- ..... EASEMENT
- S ..... SEWER
- ..... STORM
- ..... DITCH



LANDSCAPE NOTE:
LANDSCAPE PLANT MATERIALS PLACEMENT AND SPECIES MAY CHANGE TO ACCOMMODATE REQUIREMENTS OF FINAL CIVIL DESIGN.

NOTICE OF RESIDUAL PETROLEUM (DB 6938 PG 303, DB 7305 PG 2024)

SITE INFORMATION:

1. SITE STREET ADDRESS: 802 WESTCHESTER DRIVE

2. PARCEL ID: 0193361, 0193380, 0193379, 0193378, 0193377

3. SITE ACREAGE: 1.565 Ac.

4. DEED REFERENCES:
   PARCEL 0193361: DB 5250 PG 1005; DB 2751 PG 624 (NCDOT R/W)
   PARCEL 0193380: DB 2598 PG 282; DB 2763 PG 608 (NCDOT R/W)
   PARCEL 0193379: DB 2598 PG 282; DB 4296 PG 982 (NCDOT R/W)
   PARCEL 0193378: DB 2598 PG 282; DB 2763 PG 604 (NCDOT R/W)
   PARCEL 0193377: DB 6309 PG 809; DB 4288 PG 1498 (NCDOT R/W)
   NOTICE OF RESIDUAL PETROLEUM (DB 6938 PG 303; DB 7305 PG 2024)

5. PLAT REFERENCE: PB 11, PG 6 (LOTS 7-12, 3-6 & 95, 92-94, 89-91, 86-88)

6. EXISTING ZONING: LB, RS-9

7. PROPOSED ZONING: CZ-LB (ZONING CASE 12-10)

8. EXISTING USE: CONVENIENCE STORE WITH FUEL PUMPS & RESIDENTIAL

9. PROPOSED USE: SHEETZ CONVENIENCE STORE (6,314 SQ. FT.)

10. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.

11. THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND STRUCTURES AND RECORD DRAWINGS PROVIDED TO THE SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES/ STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/ STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/ STRUCTURES.

12. THE LOCATION AND/OR EXISTENCE OF UTILITY SERVICE LINES TO THE PROPERTY SURVEYED ARE UNKNOWN AND ARE NOT SHOWN.

13. PROPERTY DOES NOT LIE IN A SPECIAL FLOOD HAZARD AREA AS BY NC FLOOD MAP 3710689100K, MAP REVISED MARCH 16, 2009.

REVISIONS

ENGINEERING AND SURVEYING, INC.
LAND DEVELOPMENT CONSULTING
CORPORATE LICENSE NUMBER C-1375
4400 TYNING STREET
HIGH POINT, NORTH CAROLINA 27265
PHONE: (336) 812-8600 ~ FAX: (336) 812-8780

PRELIMINARY

CONDITIONAL ZONING SKETCH PLAN
SHEETZ - 802 WESTCHESTER DRIVE
HIGH POINT TOWNSHIP ~ GUILFORD COUNTY
HIGH POINT ~ NORTH CAROLINA

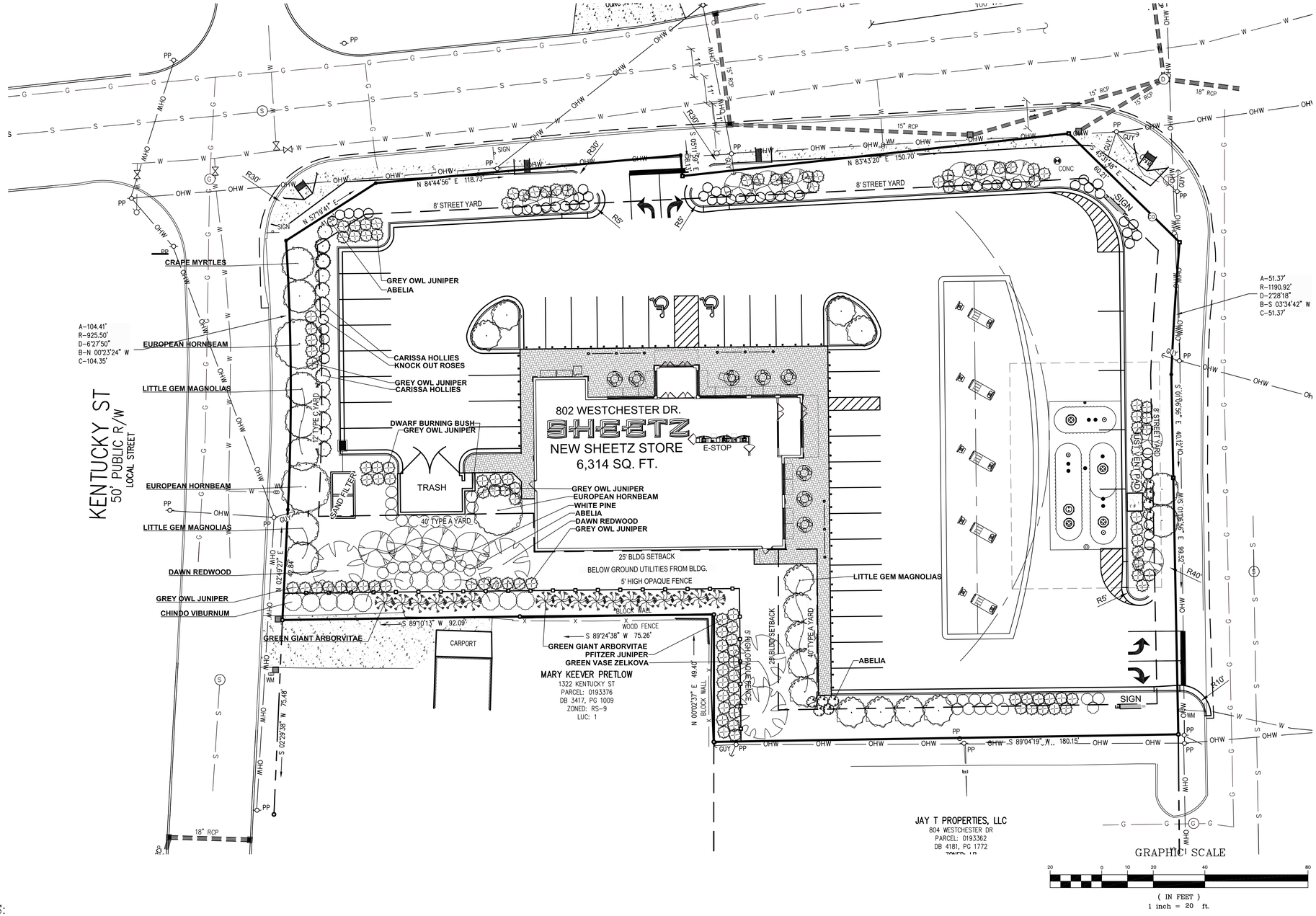
SITE ADDRESS:
802 WESTCHESTER DRIVE
HIGH POINT, NC

SCALE:	1" = 30'
DATE:	8/10/2012
PROJECT:	1162-12
DRAWN BY:	STW
SHEET	CZ-1

OWNER:
MAMI, LLC
1308 PRIMROSE LN
HIGH POINT, NC 27265
CONTACT: MIKE ILDERTON

DEVELOPER:
SHEETZ, INC.
5700 SIXTH AVENUE
ALTOONA, PA 16602
CONTACT: ANTHONY FODERARO
PHONE: (704) 796-2306

Aug 10, 2012 F:\Projects\1162-12\DWG\1162-12 CIVIL BASE - OPTION #2.dwg Tab Name: I-CZ SKETCH PLAN



LANDSCAPE NOTES:

1. TREES AND SHRUBS UTILIZED WITHIN THE PLANTING YARDS ALONG THE KENTUCKY STREET FRONTAGE AND ADJACENT TO GUILFORD COUNTY TAX PARCEL 0193376 (1322 KENTUCKY STREET) SHALL CONSIST OF A MINIMUM OF FIFTY (50%) PERCENT EVERGREEN SPECIES. SHRUBS SHALL BE LOCALLY ADAPTED SPECIES EXPECTED TO REACH A MINIMUM HEIGHT OF THIRTY (30) INCHES WITHIN THREE YEARS OF PLANTING. UNDERSTORY TREES SHALL BE A MINIMUM OF SIX (6) FEET IN HEIGHT WITH A 1½" CALIPER, MEASURED 6" ABOVE GRADE WHEN PLANTED.
2. PLANT MATERIAL CULTIVAR, SPECIES AND LOCATION MAY BE ADJUSTED DUE TO ENVIRONMENTAL CONDITIONS AND / OR CIVIL DESIGN BUT WILL BE IN KEEPING WITH THE INTENT AND REQUIREMENTS OF THESE CONDITIONS.

PLANT MATERIALS				
	CANOPY TREES	UNDERSTORY TREES	SHRUBS	PERCENTAGE EVERGREEN
KENTUCKY STREET ('C' YARD)	2 CANOPY TREES PROVIDED AND 2 UNDERSTORY TREES PROVIDED (LATER AS A SUBSTITUE FOR 1 CANOPY TREE AT OVERHEAD POWERLINES)	5 UNDERSTORY TREES PROVIDED	26 SHRUBS PROVIDED	55% OF THE TREES ARE EVERGREEN AND 80% OF THE SHRUBS ARE EVERGREEN
'A' BUFFERYARD	9 CANOPY TREES PROVIDED	22 UNDERSTORY TREES PROVIDED	73 SHRUBS PROVIDED	84% OF THE TREES ARE EVERGREEN AND 83% OF THE SHRUBS ARE EVERGREEN

THIS DRAWING IS THE PROPERTY OF DEBORAH BROWN LANDSCAPE ARCHITECTURE. REPRODUCTION

DEBORAH M BROWN
LANDSCAPE ARCHITECTURE

DEBORAH BROWN, RLA
LEED-AP
1852 BANKING ST #9095
GREENSBORO, NC 27408

STUDIO: 336-851-1128
E-MAIL:
Deborahbrown@dmblandscapearchitecture.com

PROJECT:
SHEETZ
WESTCHESTER DRIVE
HIGH POINT,
NORTH CAROLINA

802 WESTCHESTER DRIVE,
HIGH POINT TOWNSHIP,
GUILFORD COUNTY,
HIGH POINT, NC

PROJECT NO:
120731

SHEET TITLE
CONDITIONAL ZONING LANDSCAPE PLAN

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT No. 1215 DEBORAH M BROWN

SCALE
1" = 20'

ISSUE DATE
Aug. 9, 2012
REVISIONS:

SHEET: 1 OF: 1

PROPOSED USES AND CONDITIONS FOR A CONDITIONAL ZONING DISTRICT
CITY OF HIGH POINT, NORTH CAROLINA

Zoning Case 12-10
Conditional Zoning Limited Business (CZ-LB) Zoning District

Insert Date
September 10, 2012
Revised

Ordinance # _____

The property owner requests a Conditional Zoning District on the property described in this document and offers the following conditions to be placed on the property. If adopted by the City Council, then these conditions contained herein will be incorporated into the Conditional Zoning District ordinance of adoption. These conditions are not valid unless affirmed by the property owner, or authorized representative or representative with an approved power of attorney. The City Council and the property owner or authorized representative must agree on revisions or additional conditions prior to the approval of this Conditional Zoning District.

Part I. USES: Any of the land uses allowed in the Limited Business (LB) District shall be permitted, subject to the development and dimensional requirements of the Development Ordinance and subject to the specific conditions listed in the Conditional Zoning ordinance.

Part II. CONDITIONS:

A. Prohibited Uses: The following uses shall be prohibited on the western 160 feet of the zoning site.
   1). Canopies and gasoline pumps associated with convenience stores with pumps or gasoline service stations.
   2). Drive-thru ordering stations (speakers and pick-up windows) and their associated vehicular circulation areas.

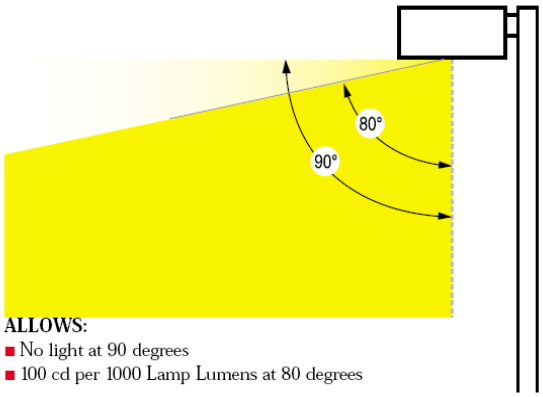
B. Development and Dimensional Requirements.
   1). Sketch Plan:
      a. The location and orientation of the principal building and gas pump canopy shall be consistent with the attached Conditional Zoning Sketch Plan *(See Exhibit A).*
      b. Regardless of use(s) developed, interior landscaping yards and the street planting yard along Kentucky Street shall, at a minimum, be installed as depicted on the sketch plan *(See Exhibit B - Conditional Zoning Landscape Plan - See Condition Part II.C below for additional landscaping standards).*
      c. Any canopies structures associated with gasoline pumps shall be oriented towards Westchester Drive.

   2). Lot Combination: The zoning site shall be combined to form one lot prior to any additional development or re-subdivision.

3). Lighting

a. Exterior lighting fixtures shall be required to be full cutoff luminaire fixtures. Exterior light fixtures, including those on buildings, shall be directed inward and downward into the site and include the use of shields to direct light and glare away from adjacent residential uses. "Sagged glass" or any formed lens which drops down below the bottom of the luminaire housing shall not be permitted.

Example of a full cutoff luminaire .



ALLOWS:
- No light at 90 degrees
- 100 cd per 1000 Lamp Lumens at 80 degrees

Full Cutoff

full cutoff luminaire: IESNA classification that describes a luminaire having a light distribution in which zero candela intensity occurs at or above an angle of 90° above nadir. Additionally, the candela per 1000 lamp lumens does not numerically exceed 100 (10%) at or above a vertical angle of 80° above nadir. This applies to all lateral angles around the luminaire.

b. Lighting associated with a canopy structure shall be recessed.

c. All exterior lighting shall be directed away from adjacent residential uses.

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

4). Except for a canopy structure associated with gasoline pumps, all building(s) shall be brick.

5). No at grade exterior mechanical or electrical equipment shall be permitted at the rear of building(s). Exterior mechanical equipment placed on the roof of the structure shall be fully screened from view.

6). Dumpsters *(Trash/solid waste dumpsters, recycling dumpsters or similar apparatus)*

a. No pick-up from dumpsters shall be permitted between the hours of 8pm to 8am.

b. Dumpsters or similar apparatus shall be setback a minimum of forty (40) feet from the Kentucky Street road right-of-way line and a minimum of forty (40) feet from Guilford County Tax Parcel 0193376 *(1322 Kentucky Street).*

c. In addition to requirements of Section 9-5-1(d)(2) entitled *Screening of Dumpsters*, dumpsters shall be screened by an opaque brick wall compatible with brick facing on the principal building.

C. Landscaping, Buffers and Screening.

1). A minimum Type A planting yard shall be provided adjacent to Guilford County Tax Parcel 0193376 *(1322 Kentucky Street)* and a minimum twelve (12) foot wide Type C planting yard shall be provided along the Kentucky Street frontage of the zoning site. Landscaping installed along the Kentucky Street frontage and adjacent to Guilford County Tax Parcel 0193376 *(1322 Kentucky Street)* shall be consistent with the attached Conditional Zoning Sketch Plan

2). Trees and shrubs utilized within the planting yards along the Kentucky Street frontage and adjacent to Guilford County Tax Parcel 0193376 *(1322 Kentucky Street)* shall consist of fifty (50) percent evergreen species. Shrubs shall be locally adapted species expected to reach a minimum height of thirty (30) inches and a minimum spread of thirty (30) inches within three years of planting. Under Story Trees shall be a minimum of six (6) feet high with a 1½-inch caliper, as measured six (6) inches above grade, when planted.

3). Adjacent to Guilford County Tax Parcel 0193362 *(804 Westchester Drive)*, the required planting yard width may be reduced by ten (10) feet, as permitted by Table 5-11-2 of the Development Ordinance, without the installation of an opaque fence.

D. Signage

1) No freestanding signs shall be permitted adjacent to the Kentucky Street frontage of the zoning site.

2) No freestanding signs shall be permitted adjacent to the W. Lexington Avenue frontage of the zoning site within 200-feet of the centerline of Kentucky Street. However, instructional signs (enter/exit signs at access drive) may be permitted when installed next to a vehicular access drive, and shall be restricted to a maximum area of six (6) square feet and a maximum height of three (3) feet.

3) No wall signs shall be permitted on the rear of building(s).

E. Transportation Conditions.

1) Access:
   a. One (1) full point of access shall be allowed each to Westchester Drive and W. Lexington Avenue.
   b. The full access point on W. Lexington Avenue must be opposite to the existing access point on the north side of W. Lexington Avenue

2) Improvements
   a. Provide a southbound right taper on Westchester Drive.
   b. Restripe the existing pavement on Westchester Drive to provide a northbound left turn lane at the proposed access point on Westchester Drive.
   c. Provide a westbound left turn lane at the proposed access point on W. Lexington Avenue.
   d. Extend the existing eastbound right turn lane from the intersection to the proposed access point on W. Lexington Avenue.

e. The developer shall be responsible for traffic signal upgrades at the intersection of Westchester Drive and Lexington Avenue, including the cost of plan modifications to current NCDOT standards, and all equipment, materials and labor necessary to expedite the changes.
f. Sidewalks shall be installed along the W. Lexington Avenue frontage of the site.

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

DESCRIPTION OF PROPERTY: Approximately1.6 acres lying along the south side of W. Lexington Avenue, between Westchester Drive and Kentucky Street. The property is also known as Guilford County Tax Parcels 0193377 thru 1933780 & 193361.

Transportation

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

July 31, 2012

To: Lee Burnette, Director of Planning and Development

From: Mark McDonald, P.E., Transportation Director

Subject: Rezoning Case #12-10, MAMI, LLC. Property located at the southeast corner of Westchester Drive and Lexington Avenue

My staff and I have reviewed the rezoning request and have the following comments:

A traffic impact analysis was required for this development. To require a traffic study the proposed development must be expected to produce at least one hundred and fifty (150) trips in the AM or PM peak hour. This development will generate approximately two hundred and seventy eight (278) trips in the AM peak hour, three hundred and seventy six (376) trips in the PM peak hour and a total of 5,339 trips/day. In order to mitigate the development's impact on the surrounding roadway network the following improvements will be required on Westchester Drive and Lexington Avenue:

Access

- One (1) point of access shall be allowed each to Westchester Drive and Lexington Avenue.
- The access point on Lexington Avenue must be opposite to the existing access point on the north side of Lexington Avenue.

Improvements

- Provide a southbound right turn lane on Westchester Drive.
- Restripe the existing pavement on Westchester Drive to provide a northbound left turn lane at the proposed access point on Westchester Drive.
- Provide a westbound left turn lane at the proposed access point on Lexington Avenue.
- Extend the existing eastbound right turn lane from the intersection to the proposed access point on Lexington Avenue.
- The developer shall be responsible for traffic signal upgrades at the intersection of Westchester Drive and Lexington Avenue, including the cost of plan modifications to current NCDOT standards, and all equipment, materials and labor necessary to expedite the changes.

The City of High Point Transportation Director and the North Carolina Department of Transportation shall approve all construction and improvements.

If you have any questions or would like to further discuss this case, please advise.

City of High Point, P.O. 230, 211 South Hamilton Street, High Point, NC 27261 USA
Office: 336.883.3225 Fax: 336.883.8568 TDD: 336.883.8517

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

In addition to this summary, the complete TIA has been submitted to the City of High Point Transportation Department for review.

Sheetz Development – Transportation Impact Analysis
Westchester Drive at West Lexington Avenue, High Point, NC
Prepared for Sheetz, Inc.
August 3, 2012

Executive Summary

The proposed Sheetz development is located on the southwest quadrant of the intersection of Westchester Drive and West Lexington Avenue in High Point, North Carolina. There is an existing convenience store with four (4) gasoline pumps currently at the site.

The site is planned to consist of a convenience store (6,314 square feet) with 12 gasoline pumps. The site plan proposes one (1) full access driveway on Westchester Drive and one (1) full access driveway on Lexington Avenue. Figure 1 shows the current site plan.

Davenport Transportation Consulting (DTC) was retained to determine the potential traffic impacts of this development and to identify transportation improvements that may be required to accommodate the impacts of both background traffic and new development traffic. The following intersections were included in the study:

- NC 68 (Westchester Drive) at Lexington Avenue (signalized)
- NC 68 (Westchester Drive) at Proposed Site Access
- Lexington Avenue at Proposed Site Access
- Lexington Avenue at Florida Street/School access
- Lexington Avenue at Kentucky Street

The above-mentioned intersections were analyzed for the following scenarios:

- 2012 Existing Conditions
- 2017 Future No Build Conditions
- 2017 Future Build-Out Conditions

The build-out analysis year for this project was assumed to be 2017. The AM (7-9 am), Dismissal (2-4 pm) and PM (4-6 pm) peaks were studied.

The City of High Point (COHP) was contacted to obtain background information and to ascertain the elements to be covered in this Transportation Impact Analysis (TIA). Information regarding the property was provided by the developer, Sheetz, Inc.

The City of High Point has noted that when school is in session, queuing due to the adjacent Northwood Elementary School spills onto Lexington Avenue and reaches Westchester Drive. The study intersections are located in close proximity to each other. Hence, queuing associated with school traffic affects all the study intersections. This was confirmed in our traffic model with the addition of school traffic. This is an existing traffic issue regardless of whether this development is built or not and can be addressed by school campus traffic plan. The following section discusses the level of service results by intersection.

Level of Service Results

The results of the study are discussed by intersection below:

Westchester Drive at Lexington Avenue

This signalized intersection currently operates at LOS D during the AM peak and LOS C during Dismissal and PM peaks. This intersection currently experiences queuing on all approaches especially during the AM peak. In 2017 future no build conditions, LOS D is expected in the AM peak and LOS C in Dismissal and PM peaks. With the addition of site traffic, the level of service is expected to remain unchanged. Analysis results show that the projected queues are anticipated to block the site access points on Lexington Avenue and on Westchester Drive. The existing eastbound right turn lane should be extended to Site Access 1 in order to provide full storage. We also recommend modifying the traffic signal to provide an eastbound right turn overlap phase.

Lexington Avenue at Site Access 1

In future build conditions, the northbound approach of this intersection is expected to operate at LOS C in AM and PM peaks and LOS B in the Dismissal peak. Our SimTraffic simulation also indicates that queuing along Lexington Avenue during the AM peak will block this intersection. A maximum westbound left turn queue of 194 feet occurred during the AM peak. The need for turn lanes on Lexington Avenue was determined based on the City of High Point Driveway Ordinance, Section 6-1-85. According to the Ordinance, a right turn lane is required at the site access. However, given the constraints at the site and the close proximity to Kentucky Street, there is not sufficient frontage to construct the turn lane. To accommodate the projected vehicles turning right from Lexington Avenue into the site, a wide turning radius is recommended.

Based on the City's Ordinance, a westbound left turn lane at the site access point on Lexington Avenue is also required. The availability of right-of-way for roadway widening to accommodate this turn lane will need further evaluation. As this is an operational study and not a detailed design, more detailed information will be needed to further examine any constructability issues. These issues will be addressed during the more detailed design phase in coordination with the City of High Point and NCDOT. A side-by-side left turn lane with full storage is recommended.

As shown on the site plan, separate left and right turn lanes exiting from the site are also recommended.

Lexington Avenue at Kentucky Street

This unsignalized intersection currently operates at LOS B during AM and Dismissal peaks and at LOS C in the PM peak. In 2017 future no build conditions, LOS C is expected in AM and PM peaks and LOS B in the Dismissal peak. With the addition of proposed site traffic, the level of service is expected to remain unchanged. No improvements are recommended.

Lexington Avenue at Florida Street

This unsignalized intersection operates at LOS F in the AM peak, LOS C in the Dismissal peak, and LOS B in the PM peaks for 2012 and 2017 future no build conditions. With the addition of

proposed site traffic, the level of service is expected to continue to operate at LOS F in the AM peak, LOS C in the Dismissal peak and LOS B in the PM peak. As discussed in further detail below, there is currently insufficient queue length provided at Northwood Elementary School for drop-off / pick-up. Coordination with the school is recommended in order to provide an effective traffic management plan to contain queues on the school campus.

Westchester Drive at Site Access 2

In 2017 future build-out conditions, our analysis expects LOS C for the eastbound approach during AM and Dismissal peaks and LOS B during the PM peak. The need for turn lanes on Westchester Drive was determined based on the City of High Point Driveway Ordinance, Section 6-1-85. According to the Ordinance, a right turn lane is required at the site access. However, it is anticipated that site constraints will prohibit the ability to construct a right turn lane. To accommodate the projected vehicles turning right from Westchester Drive into the site, right turn taper is recommended.

According to the City's Ordinance, a left turn lane is also required for this site access. A two way left turn lane is already in place on Westchester Drive, which will be adequate to accommodate left turns into the site. The pavement markings on Westchester Drive must be modified to accommodate the northbound left turns into the driveway on Westchester Drive. Also, as shown on the site plan, separate left and right turn lanes exiting from the site are also recommended.

Northwood Elementary Traffic Issues

The Northwood Elementary School has capacity for a total student population of approximately 620 elementary students, 6 buses, and 109 staff members. The North Carolina Department of Transportation Division of Mobility and Safety has compiled a database for school operation in North Carolina based on numerous studies conducted by the Municipal & School Transportation Assistance Unit (MSTA). Projections from the MSTA school traffic generator indicate that with a student population of 620, the school should require a minimum queue length of 1,030 feet.

The existing traffic stacking distance provided by the school is approximately 665 feet from the drop-off / pick-up location upstream to the entrance at Lexington Avenue. This does not satisfy the MSTA-expected queue of 1,030 feet.

It was noted by the City of High Point that when the school is in session, traffic from the school stacks into Lexington Avenue and extends to the traffic signal at Westchester Drive and Lexington Avenue. This was confirmed by model results derived from Synchro and SimTraffic. As such, coordination with the school is recommended in order to provide an effective traffic management plan to contain queues on school campus.

Recommended improvements at the study intersections are illustrated in Figure 12 of the report. Please note that all driveways will be required to be constructed to NCDOT and City of High Point standards.

Level of Service Summary

Table A presents the summary of the level of service analysis.

Table A - Level of Service Summary				
AM Peak	2012 Existing	2017 Future No Build	2017 Future Build	2017 Build with Improvements
Westchester Drive at Lexington Avenue	D (40.0)	D (41.3)	D (41.7)	D (40.3)
Lexington Avenue at Site Access 1			C (20.6) NB Approach	C (18.6) NB Approach
Lexington Avenue at Kentucky Street	B (17.3) SB Approach	C (18.5) SB Approach	C (18.9) SB Approach	
Lexington Avenue at Florida Street	F (57.5) SB Approach	F (76.1) SB Approach	F (80.4) SB Approach	
Westchester Drive at Site Access 2			C (15.8) EB Approach	B (12.0) EB Approach
Dismissal Peak	2012 Base	2017 Future No Build	2017 Future Build	2017 Build with Improvements
Westchester Drive at Lexington Avenue	C (25.4)	C (27.3)	C (27.8)	C (27.7)
Lexington Avenue at Site Access 1			B (14.8) NB Approach	B (14.5) SB Approach
Lexington Avenue at Kentucky Street	B (13.6) SB Approach	B (14.3) SB Approach	B (14.6) SB Approach	
Lexington Avenue at Florida Street	C (15.8) SB Approach	C (17.0) SB Approach	C (17.5) SB Approach	
Westchester Drive at Site Access 2			C (16.4) EB Approach	B (12.1) EB Approach
PM Peak	2012 Base	2017 Future No Build	2017 Future Build	2017 Build with Improvements
Westchester Drive at Lexington Avenue	C (32.8)	C (34.8)	D (35.4)	C (34.4)
Lexington Avenue at Site Access 1			C (17.7) NB Approach	
Lexington Avenue at Kentucky Street	C (15.6) NB Approach	C (17.2) NB Approach	C (17.3) NB Approach	
Lexington Avenue at Florida Street	B (12.5) NB Approach	B (13.0) NB Approach	B (13.2) NB Approach	
Westchester Drive at Site Access 2			B (12.7) EB Approach	B (11.9) EB Approach
LOS (delay in seconds) Note for unsignalized conditions, LOS and delay indicates only minor street approach with longest delay				

Summary and Conclusion

The proposed Sheetz development is located on the southwest quadrant of the intersection of Westchester Drive and West Lexington Avenue in High Point, North Carolina. The site is planned to consist of a convenience store (6,314 square feet) with 12 gasoline pumps. The site plan proposes one (1) full access driveway on Westchester Drive and one (1) full access driveway on Lexington Avenue. Based on trip generation equations published in Trip Generation (Institute of Transportation Engineers, 8th Edition, 2008), this development has the potential to generate a total of 1,975 net daily trips, with 102 net trips during the AM peak and 128 net trips during Dismissal and PM peaks.

DTC was retained to determine the potential traffic impacts of the proposed Sheetz site and the transportation improvements that may be required to accommodate these impacts. In order to enhance safety and overall mobility into the site, we have recommended providing a westbound left turn lane on Lexington Avenue at Site Access 1, as well as separate left and right turn lanes exiting from Site Accesses 1 and 2. We also recommend providing a wide turning radius into Site Access 1 and right turn taper into Site Access 2 to accommodate vehicles making right turns into the site. At the signalized intersection of Westchester Drive and Lexington Avenue, we recommend extending the eastbound right turn lane to Site Access 1 in order to provide full storage, and modifying the traffic signal to provide an eastbound right turn overlap phase. The availability of right-of-way for roadway widening on Lexington Avenue will need further evaluation. More detailed information will be needed to further examine any constructability issues. These issues will be addressed during the more detailed design phase in coordination with the City of High Point and NCDOT.

Additionally, the Northwood Elementary School, located on the north side of Florida Street at Lexington Avenue, experiences queuing problems during AM and Dismissal peaks when school is in session. It was noted by the City of High Point that when school is in session, traffic from the school stacks into Lexington Avenue and extends to the traffic signal at Westchester Drive and Lexington Avenue. This was confirmed by our model results from Synchro and SimTraffic software. This is an existing traffic issue regardless of whether this development is built or not. As such, coordination with the school is recommended in order to provide an effective traffic management plan to contain queues on the school campus.

In conclusion, this study has reviewed the impacts of both background traffic and this development traffic. We have determined that with the recommended improvements in place, traffic operations along the study area roadway network will be enhanced. These improvements are summarized in Table B on the following page. Please note that the site accesses will be required to be constructed according to NCDOT and City of High Point standards.

Table B - Recommended Improvement Summary	
Westchester Drive at Lexington Avenue	• Extend the eastbound right turn lane to Site Access 1 in order to provide full storage • Modify traffic signal to provide eastbound right turn overlap phase
Lexington Avenue at Site Access 1	• Provide westbound left turn lane on Lexington Avenue with full storage length • Provide wide turning radius on eastbound right turn movement • Provide separate left and right turn lanes exiting from site
Lexington Avenue at Kentucky Street	• No improvements recommended
Lexington Avenue at Florida Street	• Coordination with Northwood Elementary School is recommended in order to provide an effective traffic management plan on school campus
Westchester Drive at Site Access 2	• Provide right turn taper for southbound right turn movement • Provide separate left and right turn lanes exiting from site • The pavement markings on Westchester Drive must be modified to accommodate the northbound left turns into the driveway on Westchester Drive.



Lexington Avenue at Florida Street looking east

Citizens Information Meeting Report
Zoning Case 12-10

Submitted by: Judy Stalder on behalf of
MAMI, LLC.

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

Date: August 10, 2012
To: Herb Shannon
City of High Point Department of Planning and Development
Re: Citizen Information Meeting Report
Z12-10

A Citizen Information Meeting concerning the rezoning of property at the intersection of Westchester Drive and West Lexington Avenue was held on Tuesday, August 7 from 4:00 pm to 7:00 pm at Northwood Elementary School. Twelve neighbors attended. Also in attendance were Mike Ilderton, owner/applicant; Steve Webb, CPT Engineering; Frank Amenya, Davenport Engineering; Tom Terrell, Smith Leatherwood, Tony Federaro and Sam Smith with Sheetz and Judy Stalder, Zoning Consultant.

Two letters were sent to the names on the mailing list provided by the Planning and Development Department and others. Additional names included the remaining property owners along Kentucky Street and Florida Street. The first letter explained the rezoning request and intended use of the property and informed neighbors a meeting would be scheduled. The second letter gave details about the conditional zoning request and the date and time of the meeting. A copy of the *Conditional Zoning District Citizen Information Meetings* was included in the second letter.

At the meeting, a site plan, transportation plan, and building elevation plan were displayed. In addition, photographs of existing Sheetz stores were shown to illustrate general "look" and night time lighting.

Attendees asked questions about stormwater runoff, lighting, landscaping and the zoning process in general. The main concern was a false rumor that the property south of the site would be purchased for the development of a car wash. The neighbors seemed satisfied with the answers provided.

In addition to the Citizen Information Meeting, meetings were held with the owners of Shores Cleaners, McNeill Lehman and representatives of Guilford County Schools. The owners of Shores requested that no fence be erected between the proposed Sheetz and Shores location. Davenport Engineering will be working further with Northwood School officials: Scott Winslow, Principal; Melinda Williams, Assistant Principal; and Anne Dallas and Mary Powell Delille, PTA Board Members to help address traffic issues particular to the school.

Telephone calls were made to various neighborhood members that were not able to attend the meeting.

Attached:
Citizen Information Meeting Mailing List
Citizen Information Meeting Notification Letters
Citizen Information Sign in Sheet

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

July 31, 2012

Dear Property Owner:

MAMI LLC will host a Citizen's Information "drop in" meeting on Tuesday, August 7 from 4:00 pm until 7:00 pm at Northwood School, 818 West Lexington Avenue. The purpose of the meeting is to allow you to see plans for the Sheetz convenience store that is proposed for the southwest corner of the intersection of Westchester Drive and West Lexington Avenue. The Planning and Zoning Commission will consider this proposal on Tuesday, August 28 at 6:00 pm.

This corner of the intersection has historically been developed with convenience store and gas station uses. The current zoning is Limited Business and Single family Residential-9 (9000 square foot lot minimum). The requested zoning is Conditional Zoning Limited Business. Conditions of the zoning will include:

1) **Site Design**: The gas pumps and canopy will be oriented along Westchester Drive. Existing buildings will be removed. The proposed building will be less than 6500 square feet in size (only slightly larger that the existing buildings).

2) **Lighting:** Parking lot lighting will be designed to limit any light spillover onto adjacent residential properties. Lighting at the gas pumps will be recessed into the canopy to avoid glare.

3) **Landscaping:** Landscaping will be provided along all adjacent property lines as well as along Westchester Drive and West Lexington Avenue. Additional landscaping will be provided along Kentucky Street.

4) **Transportation:** A Traffic Impact Analysis has been prepared and submitted to the High Point Department of Transportation. Recommendations will be incorporated into the plan. The number of driveways will be reduced from seven to two; one on Westchester Drive near Shore's Dry Cleaners and one on West Lexington Avenue aligned with the NAPA driveway across the street. An additional traffic lane will be added on West Lexington Avenue from Westchester Drive to the driveway.

I look forward to seeing you at the meeting. If you are unable to attend or have questions prior to the meeting, please feel free to contact me. Thank you for your interest in this project.

Sincerely,

Judy Stalder

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

July 19, 2012

Dear Property Owner:

This letter is to let you know that MAMI LLC has submitted an application to the City of High Point to rezone property on the southwest corner of the intersection of Westchester Drive and West Lexington Avenue. The requested zoning will allow a Sheetz convenience store with gas pumps.

As you probably already know, this corner of the intersection has historically been developed with convenience store and gas station uses. The current zoning is Limited Business and Single family Residential-9 (9000 square foot lot minimum). The requested zoning is Conditional Zoning Limited Business. Conditions will limit lighting, provide for enhanced landscaping of the site and address transportation issues.

A neighborhood meeting is being arranged and you will be notified as soon as the meeting date, time and place have been confirmed. At the meeting you will have the opportunity to meet with owners, developers and project engineers to learn more about the plan and to ask questions.

I look forward to seeing you soon.

Sincerely,

Judy Stalder

FROM :STALDER FAX NO. :336-885-4646 Aug. 10 2012 10:12PM P1

Citizen Information Meeting

Name	Address	Phone	E-mail Address
Nancy Rothrock	1320 Kentucky St.	336-841-1509	
Russell Boyd	1319 Kentucky St Lexington	336 883 7261	
James Clapp	800 N. Lexington	336-882-6215	885-6119 -
Ethel Carter	1319 Kentucky St	88-64206	
Lee + Jordan Winslow	1051 Rockford Rd	8864056	
Sue Brammer	500 Burning Tree Cir. HP	841-4188	
Chris Edwards	2019 Eastchester Dr. HP	841-4188	Chrisedw@aol.com
Jim Randle	1227 Devonshire Ave	883-0354	
Donna Lewis	1316 Robin Hood	906-1130	
Bill Bencini	1412 Trafalgar	885-5420	bbencini@aol.com
Paul Cook	1321 Kentucky St.	885-5741	

Arif Ali
1712 North Hamilton St Apt B
High Point NC 27262

Michael Beck
Jane Beck
812 West Lexington Avenue
High Point NC 27262

Guilford Cargal
1329 Florida Street
High Point NC 27262

Dale Richardson, James Clepper,
Catherine Clepper, Ester Clepper
608 Guilford College Road
Jamestown NC 27282

Steven Craven, Rhonda Craven
James Taylor
273 George Clyde Lane
High Point NC 27262

Janet Dugger
1315 Kentucky Street
High Point NC 27262

High Point 85 Association
PO Box 9886
Greensboro NC 27429

Mike Ilderton
1308 Primrose Lane
High Point NC 27262

Jay T Properties LLC
PO Box 6535
High Point NC 27262

Ernestine Morgan Kerr
811 West Lexington Avenue
High Point NC 27262

Dorothy D Allison
813 West Lexington Ave
High Point NC 27262

Janet Brown
Paul Weipert
801 West Ray Avenue
High Point NC 27262

Mitchell Cargal
1329 Florida Street
High Point NC 27262

David Allen Cook
Regina Marie Cook
1321 Kentucky Street
High Point NC 27262

Mark William Craver
Robin Craver
5724 Dutch Creek Drive
Raleigh NC 27606

First Choice of the Carolinas Inc
PO Box 6045
High Point NC 27262

Guilford County Board of Education
712 North Eugene Street
Greensboro NC 27401

Darlene Isley, Douglas Brewer,
Christy Mitchell
PO Box 490
McLeansville NC 27301

Fred Joyce
107 Penny Road
High Point NC 27260

Benjamin Mann
Betty Mann
2401 Watermill Grove
Chesapeake VA 23321

Neil Anderson
Nancy Anderson
818 Hillcrest Drive
High Point NC 27262

Kenneth Caldbaugh
1316 Kentucky Street
High Point NC 27262

Donald Glenn Carter
Ethel Lucille Carter
1319 Kentucky Street
High Point NC 27262

Moore F Councill Jr
MooMoo Councill
826 Hillcrest Drive
High Point NC 27262

Lance Donald, Alisha Schwanke,
David Schwanke
822 Hillcrest Drive
High Point NC 27262

Hazel Jones Gilbreth
1320 Florida Street
High Point NC 27262

Joanne Hoover
605 Gatewood Avenue
High Point NC 27262

J&D Real Estate
608 Guilford College Road
Jamestown NC 27282

Glenn Kennedy
Carol Kennedy
2400 Huntsman Trail
Zebulon NC 27597

McMurry, Washburn etal
5 Provence Court
Greensboro NC 27410

Mary Keever Pretlow
314 Hickory Lane
High Point NC 27265

Bryan Wesley Smith
302 Edgedale Drive
High Point NC 27262

Marie Britt
1310 Kentucky Street
High Point NC 27262

William Mooney
1235 Madison Road
Madison NC 27025

Helen Runyan
1314 Overland Drive
High Point NC 27262

Hazel Riddle
1312 Florida Street
High Point NC 27262

Shabbir Hussain
Nayyar Afshan Shah
PO Box 1623
High Point NC 27261

Donald Chorpening
Divina Chorpening
1319 Florida Street
High Point NC 27262

Christopher Lee Holden
1307 Florida Street
High Point NC 27262

Mariana Quibein
806 Westchester Drive
High Point NC 27262

Robert E Smith
Lois W Smith
414 Cedarwood Drive
Jamestown NC 27282

Cridlebaugh Properties LP
PO Box 5252
Hihg Point NC 27262

Robert Clark
1307 Kentucky Street
High Point NC 27262

Rafia Begum
1316 Florida Street
High Point NC 27262

Faber Riddle
1310 Florida Street
High Point NC 27262

George Geoffrey Baker
1325 Florida Street
High Point NC 27262

James Bohannon
Betty Bohannon
1317 Florida Street
High Point NC 27262

Bill Bencini
Catherine Bencini
1412 Trafalgar Drive
High Point NC 27262

Nancy White Rothrock
1320 Kentucky Street
High Point NC 27262

Nancy Lewis
1308 Kentucky Street
High Point NC 27262

Bradley Glenn Kennedy
1311 Kentucky Street
High Point NC 27262

Judy Dawson
1303 Kentucky Street
High Point NC 27262

Robert Stover
Norma Stover
1314 Florida Street
High Point NC 27262

Jackson Dobbins
1308 Florida Street
High Point NC 27262

Douglas Lakis
Michele Lakis
1323 Florida Street
High Point NC 27262

Evelyn Dalton
1309 Florida Street
High Point NC 27262

AN ORDINANCE AMENDING THE 2012-2013 BUDGET ORDINANCE OF THE CITY OF HIGH POINT, NORTH CAROLINA TO APPROPRIATE FUNDS TO SUPPORT THE CAROLINA FIELD OF HONOR PROJECT

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

Section 1. To appropriate funding for the City of High Point to participate in the Carolina Field of Honor project, and High Point's per capita share is $43,231.

Section 2. In order to appropriate these funds, the 2012-2013 Budget Ordinance of the City of High Point, should be amended as follows:

That the following General Fund revenues be amended as follows:

Appropriated Fund Balance	$43,231

That the following General Fund expenditures be amended as follows:

Special Appropriations	$43,231

Section 3. That al1ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

Adopted this 17th day of September, 2012

Lisa B. Vierling, City Clerk

City Attorney

JoAnne L. Carlyle

NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

TO: Mayor and City Council

FROM: JoAnne Carlyle

RE: Condemnation – September 17, 2012 Agenda
Penny Road Transmission Line
2725 NC 68 South, High Point, NC

This is to request authorization to begin condemnation proceedings on the property described in Deed Book 3777, Page 747 of the Guilford County Registry located 2725 NC 68 South, High Point, North Carolina.

On August 8, 2012 the property owners were mailed a certified letter giving them 30 days notice of our intention to begin condemnation proceedings. A copy of the map showing the area in question is attached.

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

City of High Point, P.O. 230, 211 South Hamilton Street, High Point, NC 27261 USA
Phone: 336.883.3301 Fax: 336.883.2129
E-mail: joanne.carlyle@highpointnc.gov

EXHIBIT C

RESOLUTION AUTHORIZING CONDEMNATION TO ACQUIRE A PORTION OF CERTAIN PROPERTY IN CONNECTION WITH THE PENNY ROAD TRANSMISSION LINE.

WHEREAS, the City Council of the City of High Point hereby determines that it is necessary and in the public interest to acquire an easement across a portion of the real property at 2725 NC 68 South, High Point, North Carolina.

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

WHEREAS, it is deemed in the best interest of the City that the City Attorney be authorized to institute civil proceedings to condemn said property and that the Director of Finance issue a draft to the Clerk of Superior Court as just compensation to the owner in the amount of $8,960.00.

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

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

   title to a portion of that certain property located at 2725 NC 68 South, High Point, described in Deed Book 3777, Page 747 of the Guilford County Registry.

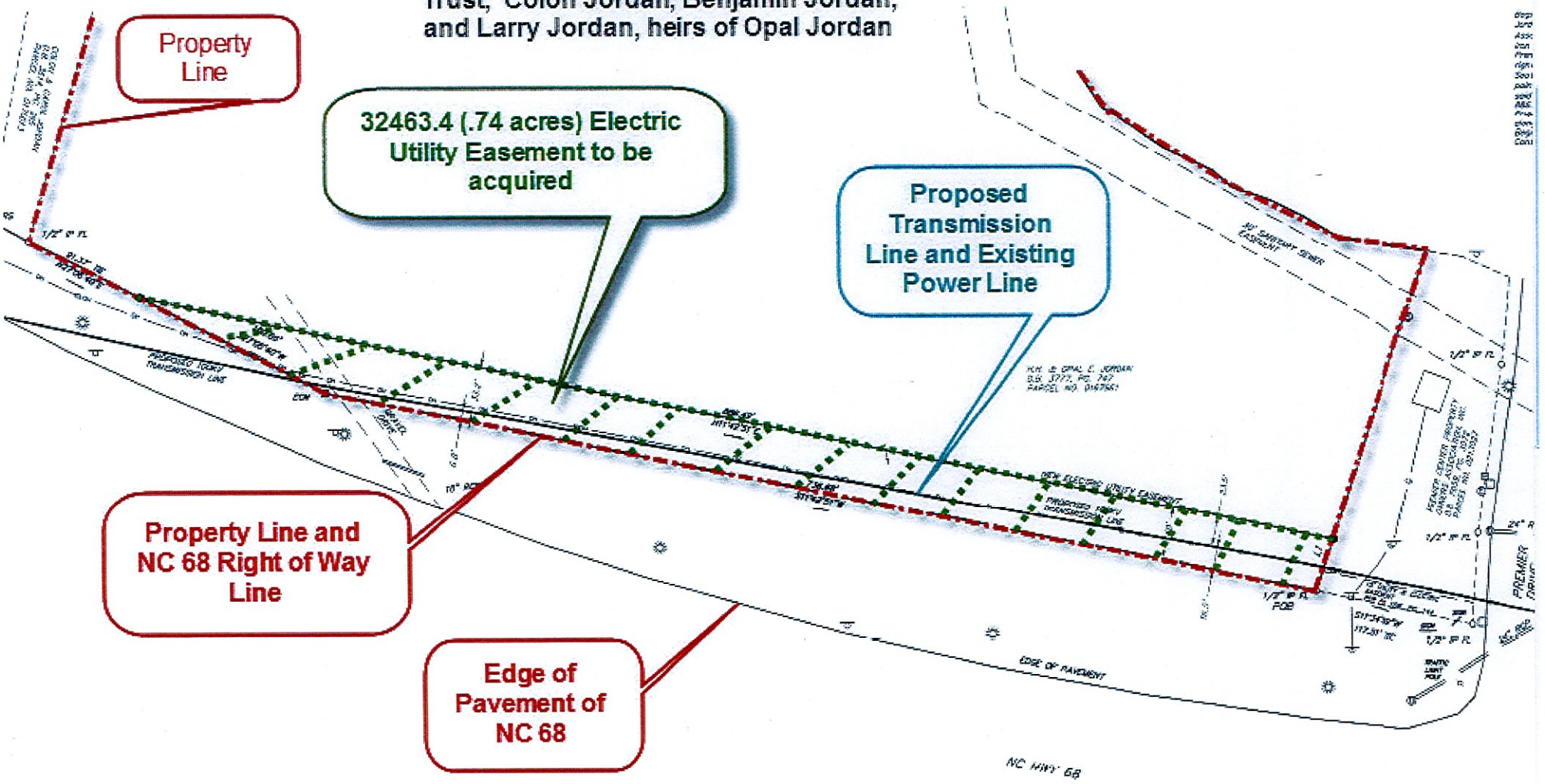
2. the City Attorney of the City of High Point is hereby directed to institute the necessary proceedings under Chapter 40A of the North Carolina General Statutes to acquire an easement across the said portion of property;

3. the Director of Finance is hereby authorized to issue a draft in the amount of $8,960.00.00 to the Clerk of Superior Court as just compensation to said owners.

Adopted by City Council,
this 17th day of September, 2012

Lisa Vierling
City Clerk

Property of: Daniel R. Odom, Successor Trustee under the H.H. Jordan Revocable Trust, Colon Jordan, Benjamin Jordan, and Larry Jordan, heirs of Opal Jordan



Right of Way

Ritchie D. Tuttle

RIGHT OF WAY COORDINATOR

NORTH CAROLINA'S INTERNATIONAL CITY™

MEMO

July 26, 2012

To: JoAnne Carlyle

From: Ritchie D. Tuttle

Re: Penny Rd. Transmission
Condemnation request: Daniel R. Odom, Successor Trustee under the H.H. Jordan Revocable Trust Agreement dated December 7, 1989, etal

Please request Council approval to condemn an electric utility easement along tax parcel #0167961 (2725 NC 68 South, High Point, NC 27265)

The subject parcel is described in Deed Book 3777, Page 747, Guilford County Registry.

The Grantees on this Deed are H. H. Jordan and wife, Opal E. Jordan as tenants in common. Both Mr. and Mrs. Jordan are deceased. Mr. Jordan's interest was placed in Trust by will contained in Estate File 94 E 98. A copy of the Trust has not been obtained after several requests made through their Attorney Gilbert "Skipper" Gates. Property conveyances have occurred with H. H. Jordan's successor interest being conveyed by Daniel R. Odom as successor Trustee. Opal Jordan passed on May 21, 2012 and as of this date no estate file has been set up. Mr. Gates advised that Mrs. Jordan has a will devising her land to her three sons, but a copy has not been provided after several requests. The following are those believed to have an interest in this property:

1) Daniel R. Odom, Successor Trustee under the H.H. Jordan Revocable Trust Agreement dated Dec. 7, 1989
712 N. Hamilton Street (P.O. Box 2513), High Point, NC 27261
2) Benjamin Jordan, 2711 NC Hwy 66, Kernersville, NC 27284
3) Colon Jordan, 2721 NC Hwy 68 S., High Point, NC 27265
4) Larry Jordan, 1024 Lakecrest Ave., High Point, NC 27265

NOTE: Their Attorney is Gilbert L. Gates
P.O. Box 2608 (300 N. Main Street, 4th Floor)
High Point, NC 27261

There are no outstanding taxes
There are no outstanding deeds of trust
As noted earlier, the Estate of Opal Jordan is still open.
The value estimate for the electric utility easement is $8,960.00
The interest being acquired is a permanent utility easement.
All pertinent information is attached and an electronic copy of the description will be emailed to Dawn.
Please send a 30 day letter as soon as possible.

CC: Pat Pate
Cindy Smith

City of High Point, P.O. 230, 211 South Hamilton Street, High Point, NC 27261 USA
Phone: 336.883.3247 Fax: 336.822-7014 Cell: 336.688-6624
E-mail: ritchie.tuttle@highpointnc.gov

CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT

STAFF REPORT
ANNEXATION CASE 12-04
September 17, 2012

Request	
Applicant: Deep River Church of Christ	**Owner:** Deep River Church of Christ
Proposal: Voluntary contiguous annexation of 12.43 acres.	**Effective Date:** Upon adoption
	Associated Zoning Case: None

Site Information	
Location:	Lying approximately 180 feet east of Eastchester Drive and south of Deep River Road *(1934 Eastchester Dr. and 2067 Deep River Rd).*
Tax Parcel Numbers:	Guilford County Tax Parcels 0195736 *(portion of parcel fronting along Eastchester Drive)*, 0195737 and 0217201.
Site Acreage:	Approximately 12.43 acres.
Current Zoning:	The parcels are within the City's Extraterritorial Jurisdiction (ETJ) area. The property has City of High Point Public & Institutional (PI) District and Residential Single Family-15 District zoning.
Current Land Use:	The western portion of the annexation site consists of undeveloped wooded area and a portion of parking lot for a church fronting along Eastchester Drive. Except for a vacant barn structure near the Deep River Road frontage, the eastern portion of the site is undeveloped.
Current Fire District:	Deep River Fire District.
Proposed Development:	Church.
Proposed Unit Type, Number & Average Value:	Not applicable.
Proposed Build-out Schedule:	Unknown at this time.
Proposed City of High Point Council Ward:	The proposed annexation site is currently surrounded by Ward 6. If approved, the annexation area will be part of Ward 6.
Physical Characteristics:	The site has a moderate to severe sloping terrain. A perennial stream runs in a north to south direction through the western portion of the site. This area of the property is wooded with the steeper terrains lying along the stream corridor. The eastern half of the site consists of partially wooded pasturelands with a moderate sloping topography.
Water and Sewer Proximity:	An 8-inch City water line is lying adjacent to the site along Deep River Road. To the south, where Mossy Meadow Drive stubs into

	the property, there is an 8-inch water and an 8-inch sewer line that terminate at the end of the street.
General Drainage and Watershed:	The site drains in a general southerly and southwesterly direction. Development of the site will be subject to the City Lake General Watershed Area requirements of the water supply watershed regulations. Engineered stormwater treatment measures are required for non-residential or multifamily development with an impervious surface area greater than 24% of the site, and for single-family developments with a gross density of 2 units per acre or more.
Overlay District:	City Lake General Watershed Area (GWA) Eastchester Scenic Overlay District

Adjacent Property Zoning and Current Land Use			
North:	**RS-15**	Residential Single Family-15 District *(City of High Point's ETJ)*	Single family dwelling and undeveloped parcels
	RS-12	Residential Single Family-12 District *(City of High Point's ETJ)*	
South:	**CU-PDL**	Conditional Use Planned Unit Development Limited District	Single family detached dwellings *(Sunset Hollow Subdivision)* and undeveloped parcels
	RS-12	Residential Single Family-12 District *(City of High Point's ETJ)*	
East:	**PI**	Public & Institutional District	Church *(First Christian Church)*
	RS-15	Residential Single Family-15 District *(City of High Point's ETJ)*	
West:	**PI**	Public & Institutional District	Church *(Deep River Church of Christ)*

Transportation Information			
Adjacent Streets:	**Name**	**Classification**	**Approx. Frontage**
	Deep River Road	Major Thoroughfare	1,088 ft.
	Mossy Meadow Drive	Local Street	50 ft.
Vehicular Access:	This site will take access through the existing access point on Deep River Road.		

City Department Comment Summary

This annexation petition is in an area surrounded by the City's corporate limits and City service vehicles currently serve the surrounding area. Annexation petitions for uses within close proximity to existing service areas do not cause the need for individual department comment. Therefore, comments were not requested for this proposed annexation.

Details of Proposal

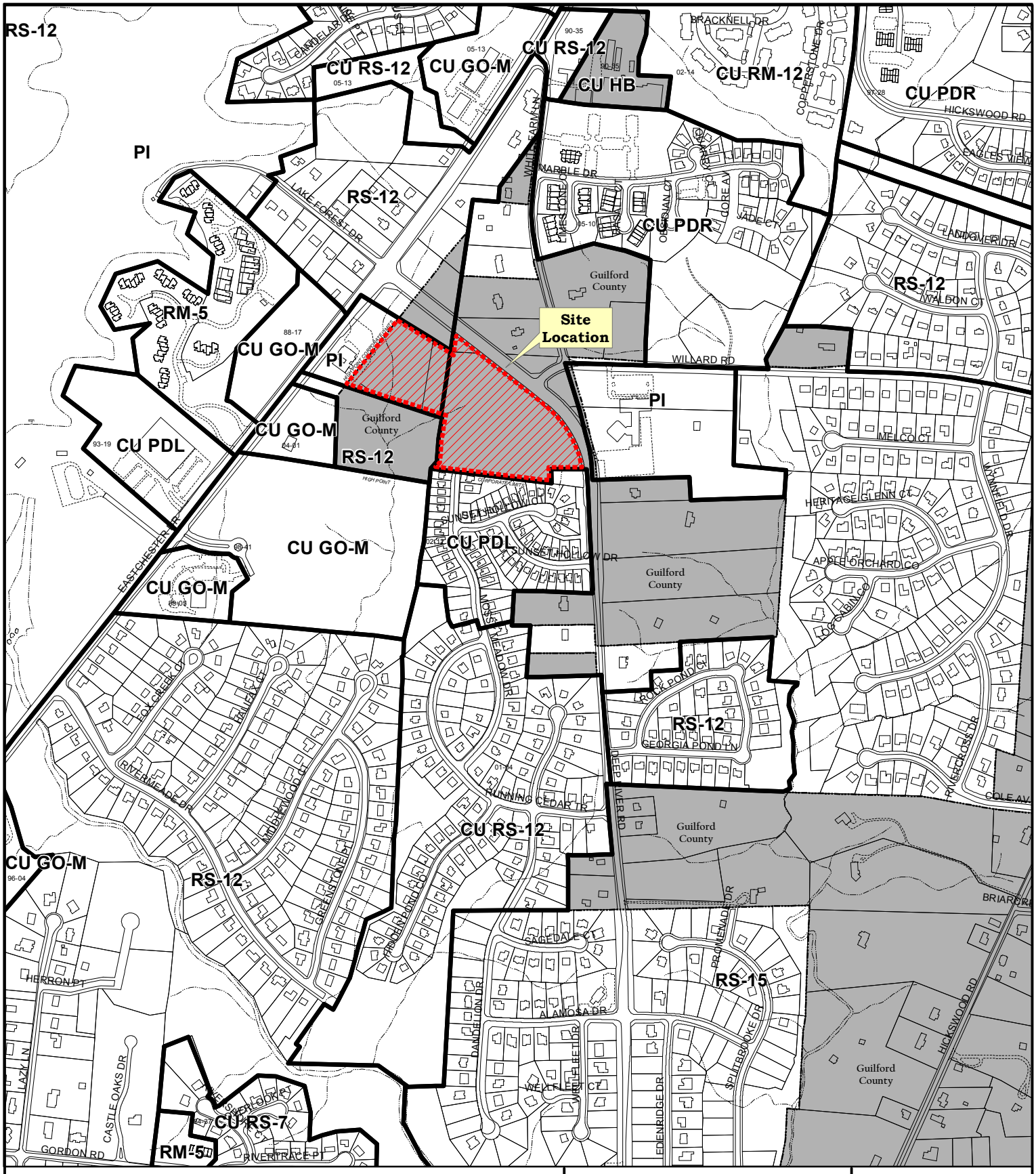
The annexation request consists of three parcels. The western parcel fronts along Eastchester Drive and is the current location of the Deep River Church of Christ. The initial 180 feet of the western parcel is within the City limits and the remaining portion is proposed to be annexed so that the entire parcel will be within the City's corporate limits. The applicant is proposing to

construct a new church on the two eastern parcels in the future and is requesting annexation to obtain access to city utilities for future development.

The annexation site currently abuts the City limits to the west and along a portion of its southern boundary. This general area is surrounded by the City of High Point's corporate limits and the few remaining unincorporated properties are within the City's Extraterritorial Jurisdiction (ETJ), and subject to the City's zoning and development standards. The existing PI and RS-15 District zoning covering the annexation site are not requested to change. Except for small sections of its northern segment, all of Deep River Road is already within the City limits and the only means of access to Deep River Road is to travel through the City's corporate limits. This annexation petition represents a logical progression of the City's annexation policy for this area as the property is within the City's ETJ and City services and service vehicles are already present in this area. The annexation of these parcels will not negatively impact the City's ability to provide services in this area.

Report Preparation

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



ANNEXATION REQUEST ANX12-04

Applicant: Deep River Church of Christ
Area: 12.436 acres

Existing Zoning Boundary
Subject Property Boundary

Planning & Development Department

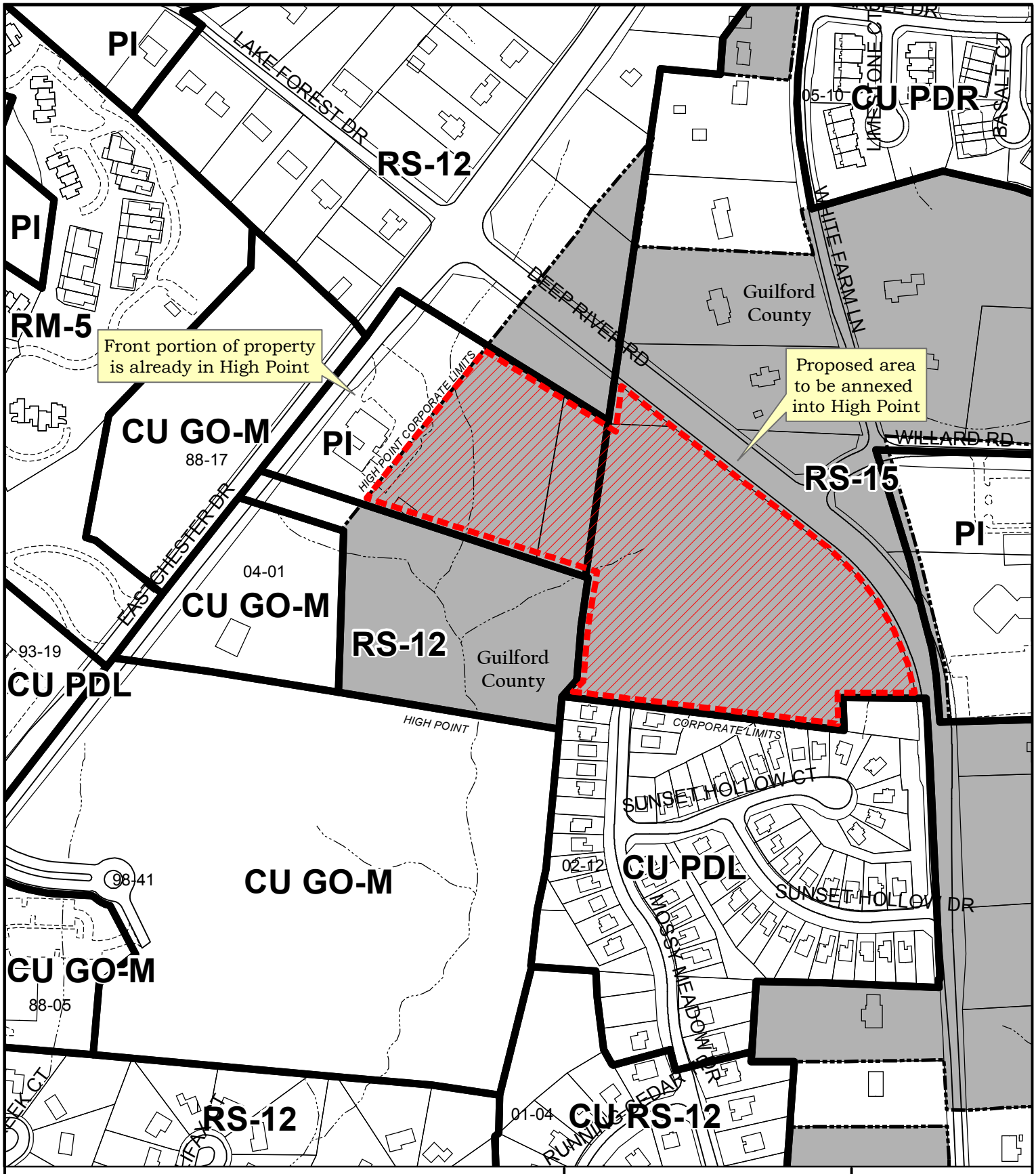
City of High Point

Date: September 4, 2012

N

Scale: 1'=800'

y:/ba-pz/2012/pz/anx12-04exh.mxd



ANNEXATION REQUEST ANX12-04

Applicant: Deep River Church of Christ
Area: 12.436 acres

Existing Zoning Boundary
Subject Property Boundary

Planning & Development Department

City of High Point

Date: September 4, 2012

N

Scale: 1'=300'

y:/ba-pz/2012/pz/anx12-04.mxd

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

WHEREAS, The City of High Point has been petitioned under G.S. 160A-31, as amended, to annex the area described herein; and,

WHEREAS, the City Clerk has investigated the sufficiency of said petition and has certified it to be valid; and

WHEREAS, a public hearing on this annexation was held at the Municipal Building at 5:30 p.m. on the 17th day of September 2012; and,

WHEREAS, the City of High Point does hereby find as a fact that said petition meets the requirements of G.S. 160A-31, as amended;

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

SECTION 1. By virtue of the authority granted by G.S. 160A-31 as amended, the following described territory is hereby annexed, and made a part of the City of High Point as of September 17, 2012.

Beginning at a 1/2" Iron Pipe Found at the northwestern corner of Lot 13, Plat Book 157, Page 32 as recorded in the Guilford County Registry; also being a 1/2" Iron Pipe Found in the eastern property line of now or formerly, Land Development at Gibsonville, LLC as recorded in Deed Book 7217, Page 54 and being Lot Q, Plat Book 120, Page 148 in the Guilford County Registry, said 1/2" Iron Pipe Found having NC Grid NAD83(2011)(EPOCH:2010.00) coordinates of Northing, 825,284.82 feet, Easting 1,710,850.33 feet; thence along the eastern property line of said Lot Q, North 05 degrees 03 minutes 18 seconds East 241.22 feet to a point (said point being North 50 degrees 06 minutes 29 seconds East 0.35 feet from a Bent 3/4" Iron Pipe Found); thence along the northern property line of said Lot Q, North 72 degrees 21 minutes 48 seconds West 539.36 feet to a point at on an existing City of High Point Limits line; thence along said line, through Lot 1, Plat Book 182, Page 99, North 35 degrees 46 minutes 01 seconds East 447.28 feet to a point in the southern property line of now or formerly Vintage Investment Company Century Income Inc. recorded as Tract 9, Deed Book 3838, Page 1769 and as Lot B, Plat Book 179, Page 98 in the Guilford County Registry; thence along the southern property line of said Lot B, South 50 degrees 06 minutes 24 seconds East 363.04 feet to a 3/4" Iron Pipe Found at the southeastern corner of said Lot B; thence along the eastern property line of said Lot B, North 05 degrees 03 minutes 18 seconds East 227.15 feet to a 3/4" Iron Pipe Found in the southern right-of-way line of Deep River Road; thence along said southern right-of-way line of Deep River Road, the following eight (8) courses and one (1) curve: 1) South 52 degrees 05 minutes 49 seconds East 218.91 feet to a 3/4" Iron Pipe Found; thence 2) South 51 degrees 43 minutes 09 seconds East 63.29 feet to a 3/4" Iron Pipe Found; thence 3) South 47 degrees 35 minutes 42 seconds East 152.95 feet to a 3/4" Iron Pipe Found; thence 4) South 51 degrees 43

minutes 09 seconds East 100.49 feet to a 3/4" Iron Pipe Found; thence 5) South 22 degrees 26 minutes 49 seconds East 10.23 feet to a 3/4" Iron Pipe Found; thence 6) South 51 degrees 43 minutes 09 seconds East 57.23 feet to a 3/4" Iron Pipe Found; thence 7) North 87 degrees 57 minutes 21 seconds East 24.72 feet to a 3/4" Iron Pipe Found; thence 8) South 51 degrees 43 minutes 09 seconds East 57.71 feet to a 3/4" Iron Pipe Found; thence 9) along the arc of a curve to the right having a radius of 555.00 feet with a chord bearing and distance of South 30 degrees 26 minutes 05 seconds East 402.93 feet to a 3/4" Iron Pipe Found at the northeastern corner of Lot 2, Plat Book 148, Page 18 as recorded in the Guilford County Registry; thence along the northern line of said Lot 2, North 83 degrees 07 minutes 58 seconds West 177.83 feet to a bent 3/4" Iron Pipe Found at the northwestern corner of said Lot 2; thence along the western line of said Lot 2, South 06 degrees 52 minutes 02 seconds West 90.00 feet to a 3/4" Iron Pipe Found in the northern line of Sunset Hollow, Phase One as recorded in Plat Book 152, Page 81 in the Guilford County Registry; thence along the northern line of said Sunset Hollow, Phase One and Sunset Hollow, Phase Two as recorded in said Plat Book 157, Page 32, North 83 degrees 07 minutes 58 seconds West 621.56 feet to the Point of Beginning, containing 12.436 acres.

SECTION 2. Upon and after September 17, 2012 the foregoing property and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of High Point, and shall be entitled to the same privileges and benefits as other parts of the City of High Point. Said territory shall be subject to municipal taxes according to G.S. 160A-31.

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

Adopted by City Council,
this the 17th day of September 2012
Lisa B. Vierling, City Clerk

Public Services Department
Richard D. McMillan, P.E.
ASSISTANT DIRECTOR

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

DATE: August 15, 2012

TO: Pat Pate, Assistant City Manager
W. Chris Thompson, PE, Director of Public Services

FROM: Richard D. McMillan, P.E., Asst. Director of Public Services

SUBJECT: Agenda Item – Model Farm Bridge Replacement Recommendation
Design Contract – Wetherill Engineering

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

> **Consideration and approval of a design contract for the engineering design of the Model Farm Bridge Replacement (NCDOT B-5358) to Wetherill Engineering in the amount of $134,882.12.**

This contract will provide for the engineering design services for the replacement of the Model Farm Bridge. This project is being implemented under the NCDOT Municipal Bridge Replacement Program. The funding for the project is being shared: 80% Federal/State & 20% City.

Wetherill Engineering was selected under a Qualifications Based Selection Process and the fee was negotiated by the City of High Point and NCDOT and approved by the NCDOT. This process was in accordance to state law (Mini-Brooks Act) in regards to professional services.

Funding for this project will be made from the following account:

Public Services / General Fund Capital: 401710 – 527105 – 401001000120 – 40205

If you have any questions, please contact me.

pc: Patty Sykes, Purchasing Director
Tracey Adams, Purchasing
File

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Public Services Department

COUNCIL AGENDA DATE: September 4, 2012

BID NO.: 57-110411 CONTRACT NO.: DATE OPENED: Nov 4, 2011

DESCRIPTION:

Design Fee for the Replacement of Model Farm Road Bridge - NCDOT B-5358; Design Engineer - Wetherill Engineering, Cary, NC.

PURPOSE:

This contract provides for the design of the bridge replacement on Model Farm Road. The North Carolina Department of Transportation (NCDOT) has provided an audit of the proposal and has approved the total design fee of $134,882.12.

COMMENTS:

This project is being administered under the NCDOT Municipal Bridge Replacement Program. All aspects of the project are being reviewed and approved by the NCDOT. The cost for this project is being shared as an 80% (Federal/State funding) and 20% (local funding) cost sharing.

RECOMMEND AWARD TO: Wetherill Engineering AMOUNT: $134,882.12

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
401710	527105	401001000120	40205	135,000.00
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: Richard D. McMillan Digitally signed by Richard D. McMillan DN: cn=Richard D. McMillan, o=City of High Point, ou=Public Services Adm., email=richard.mcmillan@highpointnc.gov, c=US Date: 2012.08.15 08:26:57 -04'00' DATE: August 15, 2012

The Purchasing Division concurs with recommendation submitted by the Public Services Dept. and recommends award to the lowest responsible, responsive bidder Wetherill Engineering in the amount of $ 134,882.12.

PURCHASING MANAGER: Patricia H. Sykes Digitally signed by Patricia H. Sykes DN: cn=Patricia H. Sykes, o=City of High Point, ou=Purchasing Division, email=patty.sykes@highpointnc.gov, c=US Date: 2012.08.27 16:03:06 -04'00' DATE: Aug 27, 2012

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Jeffrey Moore 20120614-210213 Digitally signed by Jeffrey Moore 20120614-210213 DN: cn=Bank of America, ou=Bank of America Global Corporate & Investment Banking, ou=company Name - High Point, City Of, ou=uniqueID - BANK OF AMERICA#0722, cn=Jeffrey Moore 20120614-210213, email=jeff.moore@highpointnc.gov Date: 2012.08.28 08:49:43 -04'00' DATE: Aug 28, 2012

CITY MANAGER: Strib Boynton Digitally signed by Strib Boynton DN: cn=Strib Boynton, o=City of High Point, ou=City Manager, email=strib.boynton@highpointnc.gov, c=US Date: 2012.08.28 08:54:06 -04'00' DATE: Aug 28, 2012

BID RESPONSES
Model Farm Road Bridge – Public Services
RFQ #57-110411

Award is for Wetherill Engineering

Anderson & Associates
Arcadis
Florence & Hutcheson
Gannett-Fleming
KCI Associates
Kimley Horn
Louis Berger Group
Moffatt & Nichol
Parsons Brinckerhoff
Ramey Kemp & Associates
RS&H
SEPI Engineering
Stewart Engineering
STV-Ralph Whitehead
TGS Engineers
URS Corporation
Wetherill Engineering
WSP-Sells