

City of High Point

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

Meeting Agenda

Monday, July 18, 2011

4:45:00 PM

Council Chambers

Committee of the Whole

*Rebecca R. Smothers, Mayor
Latimer B. Alexander, IV, Mayor Pro Tem
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 - Council Member Alexander, Chair**

Committee Members - Whitley, Smothers, Corey

110140 Resolution - Condemnation Proceedings - West Hartley Drive Extension

Council is requested to authorize the City Attorney's office to proceed with condemnation proceedings on property located at 2645 N. Main Street belonging to North Main Properties, LLC. this property is needed for the West Hartley Drive Extension project.

110141 Workers Compensation Third Party Administrator Contract

Council is requested to approve a contract for workers compensation third party administration with Compensation Claims Solutions in the amount of \$60,900.00 for FY 9/1/11 - 8/31/12.

110144 Contract - Bid No. 41 - Hauling & Loader Services for Kersey Valley Landfill

Approval of contract awarding Bid No. 14 for hauling and loader services for Kersey Valley Landfill. Purchasing and Public Services recommends that contract be awarded to William Blake Trucking in the estimated annual amount of \$86,000.00 which is the lowest responsible and responsive bidder meeting specifications.

110156 Municipal Agreements - NCDOT - N. Main & Lexington Avenue Intersection Improvements/S. Main Street at GTCC Pedestrian Crossing/Budget Ordinance Amendment

Council is requested to authorize staff to execute Municipal Agreement with the North Carolina Department of Transportation (NCDOT) for the following projects: 1) N. Main Street and Lexington Avenue Intersection Improvements; 2) S. Main Street at GTCC Pedestrian Crossing; and adopt budget ordinance amending the 2011-2012 budget to appropriate funds for these projects.

PUBLIC SAFETY & COMMUNITY DEVELOPMENT COMMITTEE - Council Member Sims, Chair

Committee Members - Alexander, Douglas, Corey

110145 Ordinance - Vacate/Close Dwelling - 619 Arch Street

Council is requested to adopt an ordinance ordering the inspector to effectuate the vacating and closing of a dwelling located at 619 Arch Street belonging to George Karagiannakis.

110146 Ordinance - Vacate/Close Dwelling - 1206 Dorris Street

Council is requested to adopt an ordinance ordering the inspector to effectuate the vacating and closing of a dwelling located at 1206 Dorris Street belonging to Dorothy M. Wright.

110147 Ordinance - Vacate/Close Dwelling - 409 Greer Avenue

Council is requested to adopt an ordinance ordering the inspector to effectuate the vacating and closing of a dwelling located at 409 Greer Avenue belonging to Sunrise & Sons, LLC.

110148 Ordinance - Demolition of Dwelling - 1608 Forrest Street

Council is requested to adopt an ordinance ordering the inspector to effectuate the demolition of a dwelling located at 1608 Forrest Street belonging to Gordon Lupton Jenkins, Jr.

**PLANNING, ECONOMIC DEVELOPMENT & INFORMATION TECHNOLOGY
COMMITTEE - Council Member Whitley, Chair**

Committee Members - Sims, Henley, Moore

Pending Items**110038 Part 150 Assessment Report**

Consideration of a report from the Planning and Development Department that assesses the PTIA Part 150 Airport Noise Compatibility Study including a recommendation to amend the Airport Overlay District.

3/21/2011 Committee of the Whole referred

Planning , Economic Dev.
& Information
Technology Committee

110128 Technical Review Committee Appeal - Word of Life Tabernacle

Consideration of an appeal of the Technical Review Committee's decision to require sidewalks along Deep River Road and Gordon Road for an approved site plan located at the northwest corner of Deep River Road and Gordon Road.

6/20/2011 Committee of the Whole referred

Planning , Economic Dev.
& Information
Technology Committee

110152 City of High Point Incentives Policy - Job Creation Policy (new)

Council is requested to receive the following Incentives Policy Review Committee recommendations:

2) City of High Point Job Creation Incentives Policy [new]

For Part 1 (Industrial Incentives Policy) and Part 3 (Incentives Map) refer to Legislative Matter 110032 (action taken March 21, 2001). For Part 4 (Retail Incentives Policy) refer to Legislative Matter 110053 (action taken June 6, 2001).

MISCELLANEOUS**110153 Theatre Advisory Board - Reappointment - Catherine Bencini**

Council is requested to confirm the reappointment of Ms. Catherine Bencini to the Theatre Advisory Board. Appointment will be effective immediately and will expire 7/1/14.

110155 Resolution - Congressional Redistricting by NC General Assembly

Council is requested to adopt a Resolution urging minimal division of the City of High Point in Congressional Redistricting by the NC General Assembly.

PUBLIC COMMENT PERIOD - 5:15 P.M.**PUBLIC HEARINGS ON ITEMS - 5:30 p.m.****Finance Committee**

Council Member Alexander - Chair

110142 Public Hearing - FY 2012 FTA Section 5307 Operating and Capital Grant Application

Monday, July 18, 2011 at 5:30 p.m. is the date and time established to receive public comments on the filing of the FY 2012 FTA Section 5307 operating and capital grant application for Hi tran, Dial-A-Lift, the Thomasville portion of Davidson County Transportation System, and the area within High Point served by Guilford County Transportation System.

110143 Resolution - 2011 Justice Assistant Grant (JAG)

Monday, July 18, 2011 at 5:30 p.m. is the date and time established to receive public comments on the award of the 2011 Justice Assistance Grant funds in the total amount of \$330,436.00 to be divided between the Guilford County Sheriff's Department (\$82,829.60); Greensboro Police Department (\$183,733.60); and the High Point Police department (\$63,872.80).

Planning, Economic Development & Information Technology Committee

Council Member Whitley, Chair

110149**Ordinance - Rezoning Case 11-07 - Hospice of the Piedmont, Inc.**

A request by Hospice of the Piedmont, Inc. to rezone approximately 1.23 acres from the Residential Single Family-7 (RS-7) District and Conditional Use Highway Business (CU-HB) District to a Conditional Zoning Highway Business (CZ-HB) District. The site is lying along the north side of Carey Avenue, approximately 400 feet east of Westchester Drive.

110150**Ordinance - Text Amendment 11-07 - Halo Styles, LLC**

A request by Halo Styles, LLC. to amend Section 9-5-2 (ttt) of the Development Ordinance pertaining to development standards for Market Showrooms in the CB District, to permit a limited amount of exterior product display.

110151**Resolution - Street Abandonment 11-03 - High Point University**

A request by High Point University to abandon an improved portion of Fifth Street located between North Avenue and E. Farriss Avenue.

ADJOURNMENT

RESOLUTION AUTHORIZING CONDEMNATION TO ACQUIRE A PORTION OF CERTAIN PROPERTY IN CONNECTION WITH THE HARTLEY ROAD EXTENSION PROJECT.

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 2645 North Main Street, High Point, NC.

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 \$99,400.00;

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 2645 North Main Street, High Point, described in Deed Book 4852, Page 106 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 \$99,400.00 to the Clerk of Superior Court as just compensation to said owners.

Adopted by City Council,
this 18th day of July, 2011

Lisa Vierling
City Clerk

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 June 28, 2011 and before the City Council of the City of High Point on July 18, 2011 regarding **Zoning Case 11-07** 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 June 19, 2011, for the Planning and Zoning Commission public hearing and on July 7, 2011 and July 13, 2011, 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 July 18, 2011.

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, North Carolina, be amended to establish the following described area as: A **Conditional Zoning Highway Business (CZ-HB) District**. The property is approximately 0.9 acres lying along the north side of Carey Avenue, approximately 400 feet east of Westchester Drive. The property is also known as Guilford County Tax Parcel 0185408 and a portion of Guilford County tax parcel 0185411.

That portion of Guilford County tax parcel 0185411 is defined as follows:

BEGINNING at an existing iron pipe on the northern right-of-way of Carey Avenue, said iron being the southwest corner of William Earl & Rosa Mae Grant (D.B. 4259, Pg. 2153) and the southeast corner of Hospice of the Piedmont, Inc. (D.B. 7212, Pg. 708) and being the southern common corners of lots 23 & 24 of the Oak Hill Forest Subdivision (PB. 13, Pg. 66); thence leaving the corner of said Grant parcel and along said right-of-way of Carey Avenue having a curve to the left having a chord bearing and distance of North 76°30'36" West 60.11 feet and a radius of 1385.37 feet and an arc length of 60.12 feet to an existing iron pipe; thence along a curve to the left having a chord bearing and distance of North 79°43'07" West 59.99 feet and a radius of 1146.53 feet and an arc length of 59.99 feet to an existing iron pipe; thence along a curve to the left having a chord bearing and distance of North 8r51'34" West 72.46 feet and a radius of 1146.53 feet and an arc length of 72.47 feet to an existing iron pipe; thence leaving said Carey Avenue right-of-way North 7°06'28" East 218.62 feet to an existing iron pipe, said point being the common corner of lots 26,27,37 and 38 of the said Oak Hill Forest Subdivision; thence along the southern lot line of lots 37, 36, 35 & 34 the following calls South 71°05'37" East 73.17

feet to an existing iron pipe; thence South 70°47'53" East 39.79 feet to an existing iron pipe; thence South 71°03'32" East 29.88 feet to an existing iron pipe; thence South 70°56'38" East 70.00 feet to a new iron pipe, said iron being the northwest corner of said Grant parcel and the northern common lot corner of lots 23 & 24; thence along the line of lots 23 & 24 South 12°06'35" West 185.45 feet to the point and place of BEGINNING. Containing 0.92± acres.

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 a Title 9, Chapter 3, of the City Code.

Part I. USES:

Only a Specialty Hospital use as permitted in the Highway Business (HB) District shall be permitted subject to the development and dimensional requirements of the HB District and subject to the specific conditions of this ordinance.

Part II. CONDITIONS:

A. Lot Combination: The land area associated with the zoning site (portion of Guilford County tax parcel 0185411 and all of tax parcel 0185408) shall be combined to form one lot prior to any development or land division.

B. The existing structure upon tax parcel 0185408 (422 Carey Avenue) shall be removed prior to issuance of any construction permits upon the zoning site.

C. Landscaping and Screening:

1. A minimum twenty-five (25) foot wide planting yard planted at the Type B planting rate shall be provided along the eastern and northern property lines of the zoning site where it abuts residential uses.
2. Where residential uses are adjacent to the site along the south side of Carey Avenue, then the street planting yard shall include a minimum five (5) foot high opaque fence.

D. Vehicular Parking

No vehicular lot parking shall be permitted between the Carey Avenue right-of-way and any buildings upon the zoning site.

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 High Point Technical Review Committee and/or 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.

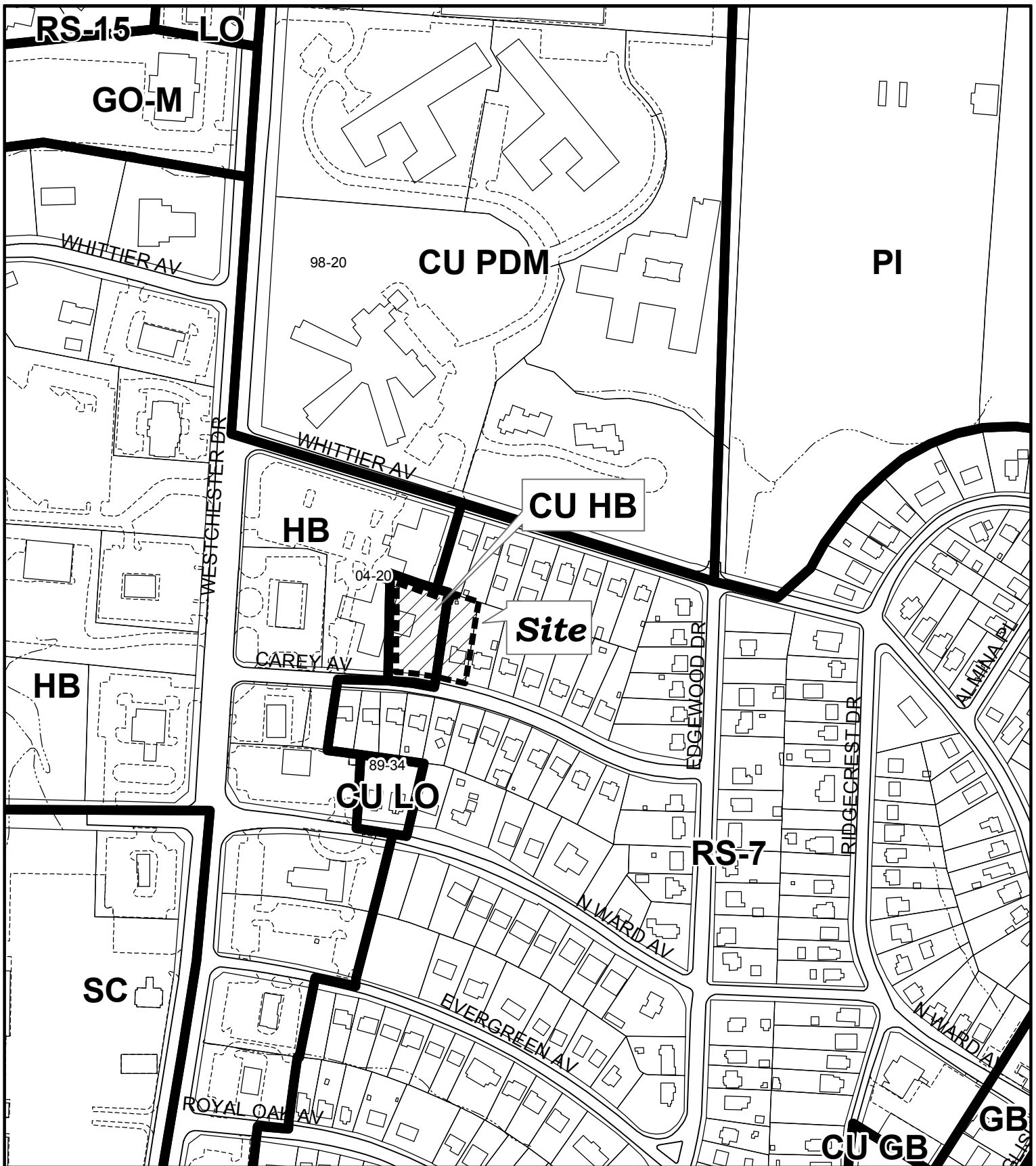
SECTION 5.

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.
18th day of July, 2011.

Lisa B. Vierling, City Clerk



ZONING CASE 11-07

From: Residential Single Family-7 and
Conditional Use Highway Business
To: Contional Zoning Highway Business

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

Planning & Development
Department

City of High Point

Date: July 11, 2011



Scale: 1"=300'
y/ba-pz/2011/pz/z11-07.mxd



July 13, 2011

MEMORANDUM

AGENDA ITEM

TO: Randy McCaslin
Assistant City Manager

FROM: Mark McDonald, P.E. 
Transportation Director

RE: Municipal Agreements for

- N. Main Street & Lexington Avenue Intersection Improvements (WBS 43250)
- S. Main Street at GTCC Pedestrian Crossing (WBS 43225)

Attached are two (2) original Municipal Agreements received from the North Carolina Department of Transportation (NCDOT) for each of the referenced projects.

Both projects have been developed in cooperation with The City Project, with the intent of enhancing pedestrian safety, intersection operations, and aesthetic quality at locations central to two core city areas. In addition, the proposed pedestrian crossing on S. Main Street at the Guilford Technical Community College (GTCC) is the result of concerns expressed by campus leadership regarding student safety. Design work for both locations is currently being finalized by Engineering Services. They will be bundled with several other intersection, roadway, and sidewalk improvement projects for construction later this summer. NCDOT will provide reimbursement of eligible project costs up to \$140,000 for signalization and pedestrian improvements at N. Main & Lexington, and up to \$50,000 for the construction of a stamped pavement crosswalk and refuge island on S. Main. A local funding match is not required unless costs exceed the amounts approved by the Board of Transportation for each project.

These agreements are representative of a standardized form used by the NCDOT for municipalities throughout the state, with specifics filled in to fit the project. Following approval by City Council, they will be sent back to the State Highway Administrator for final execution.

Budget amendments will also be necessary to establish expense and revenue accounts for each project. Consideration and approval of these measures is also requested. I will be available at the July 18 meeting to address questions from City Council regarding the agreements and the proposed projects. Please advise if additional information is desired.

Attachments

c	J. M. Mills, P.E.	Division Engineer
	John Hunsinger	Division Project Manager
	Wendy Fuscoe	Executive Director, The City Project
	Janette McNeill	Dean, High Point Campus, Guilford Technical Community College
	B. Keith Pugh, P.E.	Engineering Services Director
	Jeff Moore	Financial Services Director
	Lou Hedrick	Budget & Evaluation Officer
	Glenda Barnes	Budget Analyst
	File	

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT – STATE
SMALL CONSTRUCTION AGREEMENT**

GUILFORD COUNTY

DATE: 7/7/2011

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

WBS Elements: 43225

CITY OF HIGH POINT

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

WITNESSETH:

WHEREAS, the parties have agreed to make certain improvements within the Municipality under WBS Element 43225 in Guilford County in accordance with the plans and specifications approved by the Department; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-66.3, Section 136-18 (24) and (27), Section 20-169, Section 160A-296 and Section 297, to participate in the planning and construction of the Project approved by the Board of Transportation for the safe and efficient utilization of transportation systems for the public good; and,

WHEREAS, the Department and the Municipality have agreed that the jurisdictional limits of the Parties, as of the date of the awarding of the contract for the construction of the above-mentioned Project, are to be used in determining the duties, responsibilities, rights and legal obligations of the parties hereto for the purposes of this Agreement; and,

WHEREAS, the parties to this Agreement have approved the construction of said Project with cost participation and responsibilities for the Project as hereinafter set out.

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

SCOPE OF PROJECT

1. The Project consists of the installation of a pedestrian crosswalk with raised median refuge on SR 1993 (South Main Street) at the Guilford Technical Community College near Ward Avenue in High Point (hereinafter the "Project").

PROCUREMENT OF SPECIALIZED SERVICES

2. If the Municipality causes the professional engineering services required by this Agreement to be performed by contracting with a private engineering firm and seeks reimbursement for said services under this agreement, it is agreed as follows:
 - A. The Municipality shall ensure that an engineering firm is obtained through an equitable selection process and that prescribed work is properly accomplished in a timely manner, at a just and reasonable cost.
 - B. The Municipality, when procuring architectural, professional and engineering services, must adhere to North Carolina Department of Transportation Policies and Procedures for Major Professional or Specialized Services Contracts. This policy conforms to N.C.G.S. 143-64, Parts 31 and 32.
 - C. The Municipality shall submit all professional services contract proposals to the Department for review and approval prior to execution of the professional services contract by the Municipality. In the event that the professional services contract proposal (engineering) exceeds \$30,000, a pre-negotiation audit must be requested from the Department's External Audit Branch. A pre-negotiation audit of a contract under \$30,000 will be performed by the Department's External Audit Branch if the Municipality requests it.
 - D. Reimbursement for construction administration costs cannot exceed fifteen percent (15%) of the actual construction contract cost. This applies to private engineering firms and/or work performed by the Municipality. If the Municipality elects to procure a private consulting firm to conduct Project administration, the Municipality shall be responsible for submitting the consulting firm's proposal to the Division Engineer for review and approval. The Municipality,

and/or its agent, shall perform Project administration in accordance with all Departmental policies and procedures.

- E. All work shall be prepared and submitted using computer software and applications approved by the Department and compatible with departmental equipment and programs.
- F. Small Professional and Engineering Services Requirements: Any contract entered into with another party to perform work associated with the requirements of this agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the NC Board of Transportation. These provisions are incorporated into this Agreement by reference www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html
 - The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
 - If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

PLANNING AND DESIGN

- 3. The Municipality, and/or its consultant, shall prepare the environmental and/or planning document and obtain any environmental permits needed for the Project. All work shall be done in accordance with departmental standards, specifications, policies and procedures.
- 4. The Municipality shall design and prepare the plans and specifications for the Project, in accordance with the Department's standard practices, regulations and guidelines for transportation improvements. The Department shall review and approve Project plans and specifications.

UTILITIES

- 5. The Municipality, without any cost or liability whatsoever to the Department, shall relocate and adjust all utilities in conflict with the Project. All utility work shall be performed in a manner satisfactory to and in conformance with rules and regulations of the Department prior to the

Municipality beginning construction of the Project. The Municipality shall make all necessary adjustments to house or lot connections or services lying within the right of way or construction limits of the Project, whichever is greater, regardless of ownership of the connections or services. Any encroachment agreement and/or permits required for the Project must be obtained from the Division Office. All work shall be performed in accordance with the Department's approved Utility Relocation Policy and standard procedures for utility improvements.

RIGHT OF WAY

6. The Municipality, at no expense or liability whatsoever to the Department, shall be responsible for acquiring any needed right of way and/or permanent easements required for said Project. If the Project is not to be constructed within the existing right of way, the Municipality will be responsible for any additional right of way or easements. Acquisition of right of way shall be accomplished in accordance with applicable policies, guidelines, statutes and the North Carolina Department of Transportation Right of Way Manual.

The Municipality shall remove from said right of way all obstructions and encroachments of any kind or character (including hazardous and contaminated materials). The Municipality shall indemnify and save harmless the Department from any and all claims for damages that might arise on account of said right of way acquisition, and construction easements for the construction of said Project.

CONSTRUCTION

7. The Municipality shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department. The Municipality shall enter into and shall administer the construction contract for said Project and the procedures set out herein below shall be followed:
 - A. Prior to advertising the Project for construction bids, the Municipality or its agents, shall submit for approval by the Department, the final construction plans, the total contract proposal, and an estimate of the Project costs to the Division Engineer. Bids received along with proper documentation of Municipal approval shall be submitted to the Division Engineer for review and approval by the Department prior to the contract being awarded by the Municipality. Upon award of the Project, the Municipality shall provide the Division Project Manager copies of the executed contract and sets of plans as requested.

- B. The Municipality shall follow Department regulations, and North Carolina General Statutes regulations pertaining to bid procedures in the award of the contract and purchases. The Municipality shall not enter into any contractual agreement for any phase of the Project without prior written approval from the Department.
- C. The construction engineering and supervision will be furnished by the Municipality. Said work shall be accomplished in accordance with terms set out in Provision #2 of this Agreement.
- D. The Department's Division Engineer shall have the right to inspect, sample, test, and approve or reject any portion of the Project being performed by the Municipality or the Municipality's contractor, to ensure compliance with the provisions of this Agreement. The Department will furnish the Municipality with any forms that may be needed in order to follow standard Departmental practices and procedures in the administration and performance of the contract.
- E. The Municipality shall sample and test all materials in reasonable close conformity with the Department's Guide for Process Control and Acceptance Sampling and Testing. The Division Engineer shall be provided a copy of the testing results.
- F. During construction of the Project, if any changes in the plans are necessary, such changes must be approved by the Division Engineer prior to the work being performed.
- G. All materials incorporated in the Project and workmanship performed by the contractor shall be in reasonable close conformity with the Standards and Specifications of the Department.
- H. Upon completion of the Project, the Municipality shall furnish the Division Engineer with complete sets of "Plan of Record" and/or "As Built" plans as requested.
- I. Prior to the final acceptance and payment by the Department, the Division Engineer shall make a final inspection of the completed work. The Division Engineer will be responsible for final acceptance of the completed work on behalf of the Department.
- J. During construction of the Project, the Municipality shall provide and maintain adequate barricades, signs, signal lights, flagmen, and other warning devices for the protection of traffic in conformation with standards and specifications of the Department and the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways published by the Federal Highway Administration.

- K. In the event the Project is not let to contract within six (6) months after receiving final approval of construction plans and proposals from the Department, the Municipality shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.
- L. The Municipality shall complete construction of the Project, in accordance with the terms of this Agreement within one year(s) of execution of this Agreement. If the Municipality has not completed its responsibilities to the satisfaction of the Department, including satisfactory progress of the various phases of the Project, the unexpended balance of funds may be recalled by the Department and assigned to other Projects by the Board of Transportation and the Municipality shall reimburse costs incurred by the Department associated with the Project.

CONSTRUCTION SUBCONTRACTOR GUIDELINES

- 8. Any construction contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Minority Businesses and Women Businesses as required by GS 136-28.4 and the North Carolina Administrative Code.
 - A. The Department will provide the appropriate provisions to be contained in those contracts. Those provisions are available on the Department's website at www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html
 - B. No advertisement shall be made nor any contract be entered into for services to be performed as part of this Agreement without prior written approval of the advertisement or contents of the contract by the Department.
 - C. Failure to comply with these requirements will result in funding being withheld until such time as these requirements are met.

FUNDING

- 9. Subject to compliance by the Municipality with the provisions set forth in this Agreement, and the availability of funds, the Department shall participate in the actual Project costs up to a maximum amount of \$50,000 (estimated costs are \$50,000). Costs which exceed this amount shall be

borne by the Municipality. Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Division Engineer and the Department's Fiscal Section.

- A. The Municipality may bill the Department for actual costs by submitting an itemized invoice and requested documentation to the Department. Reimbursement shall be made upon completion. By submittal of said invoice, the Municipality certifies that it has adhered to all applicable state laws and regulations as set forth in this Agreement.
- B. Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than contract awarded by competitive bidding process. Written approval from the Division Engineer is required prior to the use of force account by the Municipality. Said invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in Office of Management and Budget (OMB) Circular A-87 (www.whitehouse.gov/omb/circulars/a087/a087.html). Reimbursement shall be based on actual cost incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.
- C. In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (www.whitehouse.gov/omb/circulars/a133/a133.html) dated June 27, 2003, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.
- D. The Municipality shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of final payment under this Agreement, for inspection and audit by the Department's Fiscal Section.
- E. The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs.
- F. Failure on the part of the Municipality to comply with any of these provisions will be grounds for the Department to terminate participation in the costs of the Project.

- G. All invoices associated with the Project must be submitted within six months of the completion of the Project to be eligible for reimbursement by the Department.
- H. The Project must progress in a satisfactory manner as determined by the Department. If the Project does not remain active, the Department reserves the right to de-obligate said funding.
- I. The expenses incurred by the Department for reviews, approvals, inspections and other tasks set forth in this Agreement are an eligible Project cost and charged to allocated Project funding.

TRAFFIC

- 10. All traffic operating controls and devices shall be established, enforced, and installed in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highways", and maintained and controlled by the Department upon completion of the Project.

MAINTENANCE

- 11. Upon completion of the Project, only those improvements within the state owned right of way shall be considered on the State Highway System and owned and maintained by the Department.

ADDITIONAL PROVISIONS

- 12. The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.
- 13. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.
- 14. It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency. By execution of this Agreement, the Municipality certifies, that neither it nor its agents or contractors are presently debarred, suspended, proposed for

debarment, declared ineligible or voluntarily excluded from participation in this transaction by a governmental department or agency.

15. The Municipality shall certify to the Department compliance with all applicable State laws and regulations and ordinances and shall indemnify the Department against any fines, assessments or other penalties resulting from noncompliance by the Municipality or any entity performing work under contract with the Municipality.
16. The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible, for any expenses or obligations incurred for the Project except those specifically eligible in the terms of this Agreement. However, at no time shall the Department reimburse the Municipality costs which exceed the total funding for this Project.
17. The Municipality will indemnify and hold harmless the Department and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability in connection with the Project activities performed pursuant to this Agreement including construction of the Project. The Department shall not be responsible for any damages claims, which may be initiated by third parties.
18. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.
19. If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project. Any notification of termination of this Project shall be in writing to the other party. Reimbursement to the Department shall be made in one lump sum payment within sixty (60) days of billing. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with G.S. 147-86.23 and G.S. 105-241.21.
20. In compliance with state policy, the Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall have a Conflict of Interest Policy and adhere to the Department's Women Business Enterprise (WBE) and Minority Business Enterprise (MBE) policy

which requires goals to be set and participation to be reported, as more fully described in the Subcontractor Guidelines section of this Agreement.

21. All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.
22. Where the Department determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department reserves the right to deduct monies from the Municipality's Powell Bill Fund. Such determination shall be made, either by audit and/or inspection of books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs, not to be in compliance with the terms of this Agreement or in the event of non-payment by the Municipality.
23. "By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

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

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

L.S. ATTEST:

CITY OF HIGH POINT

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____

"N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

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

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

City of High Point

DEPARTMENT OF TRANSPORTATION

BY: _____
(STATE HIGHWAY ADMINISTRATOR)

DATE: _____

PRESENTED TO THE BOARD OF TRANSPORTATION ITEM O: _____

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT – STATE
SMALL CONSTRUCTION AGREEMENT**

GUILFORD COUNTY

DATE: 5/25/2011

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

WBS Elements: 43250

CITY OF HIGH POINT

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

WITNESSETH:

WHEREAS, the parties have agreed to make certain improvements within the Municipality under WBS Element 43250 in Guilford County in accordance with the plans and specifications approved by the Department; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-66.3, Section 136-18 (24) and (27), Section 20-169, Section 160A-296 and Section 297, to participate in the planning and construction of the Project approved by the Board of Transportation for the safe and efficient utilization of transportation systems for the public good; and,

WHEREAS, the Department and the Municipality have agreed that the jurisdictional limits of the Parties, as of the date of the awarding of the contract for the construction of the above-mentioned Project, are to be used in determining the duties, responsibilities, rights and legal obligations of the parties hereto for the purposes of this Agreement; and,

WHEREAS, the parties to this Agreement have approved the construction of said Project with cost participation and responsibilities for the Project as hereinafter set out.

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

SCOPE OF PROJECT

1. The Project consists of the installation of pedestrian amenities on US 311 Business (Main Street) at Lexington Avenue in High Point (wheelchair ramps, crosswalks, pedestrian signal heads, and traffic islands), (hereinafter the "Project").

PROCUREMENT OF SPECIALIZED SERVICES

2. If the Municipality causes the professional engineering services required by this Agreement to be performed by contracting with a private engineering firm and seeks reimbursement for said services under this agreement, it is agreed as follows:
 - A. The Municipality shall ensure that an engineering firm is obtained through an equitable selection process and that prescribed work is properly accomplished in a timely manner, at a just and reasonable cost.
 - B. The Municipality, when procuring architectural, professional and engineering services, must adhere to North Carolina Department of Transportation Policies and Procedures for Major Professional or Specialized Services Contracts. This policy conforms to N.C.G.S. 143-64, Parts 31 and 32.
 - C. The Municipality shall submit all professional services contract proposals to the Department for review and approval prior to execution of the professional services contract by the Municipality. In the event that the professional services contract proposal (engineering) exceeds \$30,000, a pre-negotiation audit must be requested from the Department's External Audit Branch. A pre-negotiation audit of a contract under \$30,000 will be performed by the Department's External Audit Branch if the Municipality requests it.
 - D. Reimbursement for construction administration costs cannot exceed fifteen percent (15%) of the actual construction contract cost. This applies to private engineering firms and/or work performed by the Municipality. If the Municipality elects to procure a private consulting firm to conduct Project administration, the Municipality shall be responsible for submitting the consulting firm's proposal to the Division Engineer for review and approval. The Municipality,

and/or its agent, shall perform Project administration in accordance with all Departmental policies and procedures.

- E. All work shall be prepared and submitted using computer software and applications approved by the Department and compatible with departmental equipment and programs.
- F. Small Professional and Engineering Services Requirements: Any contract entered into with another party to perform work associated with the requirements of this agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the NC Board of Transportation. These provisions are incorporated into this Agreement by reference www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html
 - The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
 - If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

PLANNING AND DESIGN

- 3. The Municipality, and/or its consultant, shall prepare the environmental and/or planning document and obtain any environmental permits needed for the Project. All work shall be done in accordance with departmental standards, specifications, policies and procedures.
- 4. The Municipality shall design and prepare the plans and specifications for the Project, in accordance with the Department's standard practices, regulations and guidelines for transportation improvements. The Department shall review and approve Project plans and specifications.

UTILITIES

- 5. The Municipality, without any cost or liability whatsoever to the Department, shall relocate and adjust all utilities in conflict with the Project. All utility work shall be performed in a manner satisfactory to and in conformance with rules and regulations of the Department prior to the

Municipality beginning construction of the Project. The Municipality shall make all necessary adjustments to house or lot connections or services lying within the right of way or construction limits of the Project, whichever is greater, regardless of ownership of the connections or services. Any encroachment agreement and/or permits required for the Project must be obtained from the Division Office. All work shall be performed in accordance with the Department's approved Utility Relocation Policy and standard procedures for utility improvements.

RIGHT OF WAY

6. The Municipality, at no expense or liability whatsoever to the Department, shall be responsible for acquiring any needed right of way and/or permanent easements required for said Project. If the Project is not to be constructed within the existing right of way, the Municipality will be responsible for any additional right of way or easements. Acquisition of right of way shall be accomplished in accordance with applicable policies, guidelines, statutes and the North Carolina Department of Transportation Right of Way Manual.

The Municipality shall remove from said right of way all obstructions and encroachments of any kind or character (including hazardous and contaminated materials). The Municipality shall indemnify and save harmless the Department from any and all claims for damages that might arise on account of said right of way acquisition, and construction easements for the construction of said Project.

CONSTRUCTION

7. The Municipality shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department. The Municipality shall enter into and shall administer the construction contract for said Project and the procedures set out herein below shall be followed:
 - A. Prior to advertising the Project for construction bids, the Municipality or its agents, shall submit for approval by the Department, the final construction plans, the total contract proposal, and an estimate of the Project costs to the Division Engineer. Bids received along with proper documentation of Municipal approval shall be submitted to the Division Engineer for review and approval by the Department prior to the contract being awarded by the Municipality. Upon award of the Project, the Municipality shall provide the Division Project Manager copies of the executed contract and sets of plans as requested.

- B. The Municipality shall follow Department regulations, and North Carolina General Statutes regulations pertaining to bid procedures in the award of the contract and purchases. The Municipality shall not enter into any contractual agreement for any phase of the Project without prior written approval from the Department.
- C. The construction engineering and supervision will be furnished by the Municipality. Said work shall be accomplished in accordance with terms set out in Provision #2 of this Agreement.
- D. The Department's Division Engineer shall have the right to inspect, sample, test, and approve or reject any portion of the Project being performed by the Municipality or the Municipality's contractor, to ensure compliance with the provisions of this Agreement. The Department will furnish the Municipality with any forms that may be needed in order to follow standard Departmental practices and procedures in the administration and performance of the contract.
- E. The Municipality shall sample and test all materials in reasonable close conformity with the Department's Guide for Process Control and Acceptance Sampling and Testing. The Division Engineer shall be provided a copy of the testing results.
- F. During construction of the Project, if any changes in the plans are necessary, such changes must be approved by the Division Engineer prior to the work being performed.
- G. All materials incorporated in the Project and workmanship performed by the contractor shall be in reasonable close conformity with the Standards and Specifications of the Department.
- H. Upon completion of the Project, the Municipality shall furnish the Division Engineer with complete sets of "Plan of Record" and/or "As Built" plans as requested.
- I. Prior to the final acceptance and payment by the Department, the Division Engineer shall make a final inspection of the completed work. The Division Engineer will be responsible for final acceptance of the completed work on behalf of the Department.
- J. During construction of the Project, the Municipality shall provide and maintain adequate barricades, signs, signal lights, flagmen, and other warning devices for the protection of traffic in conformation with standards and specifications of the Department and the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways published by the Federal Highway Administration.

- K. In the event the Project is not let to contract within six (6) months after receiving final approval of construction plans and proposals from the Department, the Municipality shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.
- L. The Municipality shall complete construction of the Project, in accordance with the terms of this Agreement within one year(s) of execution of this Agreement. If the Municipality has not completed its responsibilities to the satisfaction of the Department, including satisfactory progress of the various phases of the Project, the unexpended balance of funds may be recalled by the Department and assigned to other Projects by the Board of Transportation and the Municipality shall reimburse costs incurred by the Department associated with the Project.

CONSTRUCTION SUBCONTRACTOR GUIDELINES

- 8. Any construction contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Minority Businesses and Women Businesses as required by GS 136-28.4 and the North Carolina Administrative Code.
 - A. The Department will provide the appropriate provisions to be contained in those contracts. Those provisions are available on the Department's website at www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html
 - B. No advertisement shall be made nor any contract be entered into for services to be performed as part of this Agreement without prior written approval of the advertisement or contents of the contract by the Department.
 - C. Failure to comply with these requirements will result in funding being withheld until such time as these requirements are met.

FUNDING

- 9. Subject to compliance by the Municipality with the provisions set forth in this Agreement, and the availability of funds, the Department shall participate in the actual Construction costs up to a maximum amount of \$140,000 (estimated costs are \$158,273). Costs which exceed this amount

shall be borne by the Municipality. Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Division Engineer and the Department's Fiscal Section.

- A. The Municipality may bill the Department for actual costs by submitting an itemized invoice and requested documentation to the Department. Reimbursement shall be made upon completion. By submittal of said invoice, the Municipality certifies that it has adhered to all applicable state laws and regulations as set forth in this Agreement.
- B. Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than contract awarded by competitive bidding process. Written approval from the Division Engineer is required prior to the use of force account by the Municipality. Said invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in Office of Management and Budget (OMB) Circular A-87 (www.whitehouse.gov/omb/circulars/a087/a087.html). Reimbursement shall be based on actual cost incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.
- C. In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (www.whitehouse.gov/omb/circulars/a133/a133.html) dated June 27, 2003, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.
- D. The Municipality shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of final payment under this Agreement, for inspection and audit by the Department's Fiscal Section.
- E. The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs.

- F. Failure on the part of the Municipality to comply with any of these provisions will be grounds for the Department to terminate participation in the costs of the Project.
- G. All invoices associated with the Project must be submitted within six months of the completion of the Project to be eligible for reimbursement by the Department.
- H. The Project must progress in a satisfactory manner as determined by the Department. If the Project does not remain active, the Department reserves the right to de-obligate said funding.
- I. The expenses incurred by the Department for reviews, approvals, inspections and other tasks set forth in this Agreement are an eligible Project cost and charged to allocated Project funding.

TRAFFIC

- 10. All traffic operating controls and devices shall be established, enforced, and installed in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highways", and maintained and controlled by the Department upon completion of the Project.

MAINTENANCE

- 11. Upon completion of the Project, only those improvements within the state owned right of way shall be considered on the State Highway System and owned and maintained by the Department.

ADDITIONAL PROVISIONS

- 12. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.
- 13. It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency. By execution of this Agreement, the Municipality certifies, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a governmental department or agency.

14. The Municipality shall certify to the Department compliance with all applicable State laws and regulations and ordinances and shall indemnify the Department against any fines, assessments or other penalties resulting from noncompliance by the Municipality or any entity performing work under contract with the Municipality.
15. The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible, for any expenses or obligations incurred for the Project except those specifically eligible in the terms of this Agreement. However, at no time shall the Department reimburse the Municipality costs which exceed the total funding for this Project.
16. The Municipality will indemnify and hold harmless the Department and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability in connection with the Project activities performed pursuant to this Agreement including construction of the Project. The Department shall not be responsible for any damages claims, which may be initiated by third parties.
17. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.
18. If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project. Any notification of termination of this Project shall be in writing to the other party. Reimbursement to the Department shall be made in one lump sum payment within sixty (60) days of billing. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with G.S. 147-86.23 and G.S. 105-241.21.
19. In compliance with state policy, the Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall have a Conflict of Interest Policy and adhere to the Department's Women Business Enterprise (WBE) and Minority Business Enterprise (MBE) policy which requires goals to be set and participation to be reported, as more fully described in the Subcontractor Guidelines section of this Agreement.

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

21. Where the Department determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department reserves the right to deduct monies from the Municipality's Powell Bill Fund. Such determination shall be made, either by audit and/or inspection of books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs, not to be in compliance with the terms of this Agreement or in the event of non-payment by the Municipality.

22. "By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

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

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

L.S. ATTEST:

CITY OF HIGH POINT

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____

"N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

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

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

City of High Point

DEPARTMENT OF TRANSPORTATION

BY: _____
(STATE HIGHWAY ADMINISTRATOR)

DATE: _____

PRESENTED TO THE BOARD OF TRANSPORTATION ITEM O: _____



July 13, 2011

MEMORANDUM

TO: Strib Boynton
City Manager

FROM: Louanne C. Hedrick
Budget & Evaluation Officer

SUBJECT: Agenda Item for City Council

On the next agenda, the Transportation Department has asked City Council to approve two municipal agreements with the NCDOT. The projects include:

Intersection Improvements – N. Main Street & Lexington Avenue	\$140,000
Pedestrian Crossing – S. Main Street at GTCC	\$ 50,000

Each of these grants is fully funded by the NCDOT. There is no local match required unless the cost of the projects exceeds the grant amounts. I've attached is a Grant Project Ordinance amendment for City Council approval.

Mark McDonald will be available if you have any questions.

cc: Pat Pate
Randy McCaslin
Mark McDonald

Attachments: Budget Amendment

"A GRANT PROJECT ORDINANCE AMENDMENT
OF THE CITY OF HIGH POINT, NORTH CAROLINA FOR
NCDOT MUNICIPAL AGREEMENTS

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

Section 1. The City has been approved for funding for two transportation projects from the NC Department of Transportation (NCDOT). The projects include intersection improvements on North Main and Lexington Avenue, and Pedestrian Crossings at GTCC on South Main Street. NCDOT will provide reimbursement of eligible project costs up to the stated amounts of each agreement. No City Match is required unless costs exceed the approved amount for each project.

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

(A) That the Special Grant Fund Revenues of the City of High Point, are hereby amended as follows:

State Grants (301610/411999)	\$190,000
------------------------------	-----------

(B) That the following Special Grant Fund expenditures be increased as follows:

Special Grants Fund Expenditures (301610/527101):

- | | |
|---|---------------|
| • N. Main St. & Lexington Ave Intersection Impr | \$140,000 |
| • S. Main St. at GTCC Pedestrian Crossing | <u>50,000</u> |
| | \$190,000 |

Section 3. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

Adopted this ____ day of July, 2011



TO: Strib Boynton, City Manager

FROM: John McCrary, Human Resources Director 

SUBJECT: Workers Compensation Third Party Administrator Bid Recommendation

DATE: June 21, 2011

BACKGROUND

The City of High Point is currently under contract with Compensation Claims Solutions (CCS) to provide third party workers' compensation claims administration services at a three – year fee of \$176,900 from September 1, 2008 until August 31, 2011.

The Purchasing Division of the Financial Services Department assisted the Department of Human Resources Safety & Health division in developing a "Request for Proposal" and scheduling the mandatory pre-bid conference that was held on April 12, 2011. Ten vendors attended the pre-bid conference.

The request for proposal included instructions to submit a three - year contract proposal based upon a blanket fee bid amount for following workers compensation third party administrative services:

- Acceptance of open workers compensation claims incurred prior to September 1, 2011 and all claims incurred after September 1, 2011 to include indemnity, medical only, and reportable incidents.
- Processing and distribution of all required North Carolina Industrial Commission (NCIC) employer and employee forms as appropriate.
- Electronic access to any and all claim files including the ability to view file and notes, completed NCIC forms, and claims cost information.
- Assignment of a dedicated claims professional to service the City of High Point account including attendance at all mediations and hearings.

- Re – pricing of medical invoices for discounts in compliance with the current North Carolina Industrial Commission fee schedule.
- Monthly and year to date claims expense reports.

Compensation Claims Solutions (CCS), Hewitt Coleman, Johns Eastern Company INC, and AS&G Claims Administration each submitted a bid proposal.

The four bids listed below were received by the bid deadline.

Company	Year 1	Year 2	Year 3	Total
Hewitt Coleman 850 S. Pleasantburg Drive Greenville, SC 29607 P – 864-240-5806 F – 864-232-8824 sherryl@hewittcoleman.com	\$59,000	\$61,000	\$63,000	\$183,000
Compensation Claims Solutions 1287 Old Charlotte Road Concord, NC 28027 P – 704-786-9624 F – 704-786-9821 drd@ctc.net	\$60,900	\$60,900	\$60,900	\$182,700
Johns Eastern Company, Inc. P.O. Box 110259 Lakewood Ranch, FL 34211 P – 941-907-3100 F – 813-402-7914 Badkins@johneastern.com	\$65,000	\$65,000	\$65,000	\$195,000
AS&G Claims Administration 10918 Brandon Wood Lane Matthews, NC 28105 P – 704-545-4111 F – 800-370-6033 cschffer@asgclaims.com	\$79,000	\$79,000	\$79,000	\$237,000

Recommendation

Based upon our analysis of the bids, we recommend that the City of High Point renew our contract with Compensation Claims Solutions due to the fact that we are receiving excellent service from them and they were also the lowest bidder.

I respectfully request your approval of our recommendation to renew our workers compensation third party administration services agreement with Compensation

Claims Solutions and to place this item for consideration on the July 18, 2011 City Council meeting agenda.

A contractual service agreement between the City of High Point and Compensation Claims Solutions has been reviewed and approved by Joanne Carlyle, Assistant City Attorney.



SERVICE AGREEMENT FOR ADMINISTRATION OF WORKERS' COMPENSATION CLAIMS

This agreement (the "Agreement") is made and entered into this the 1st day of September, 2011, by and between Compensation Claims Solutions, ("CCS") a corporation organized and existing pursuant to the laws of the State of North Carolina and City of High Point, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina (self-insurer).

WITNESSETH

Whereas, pursuant to the North Carolina Workers Compensation Act, Chapter 97 of the North Carolina General Statutes, as amended (the "Act"), Self-Insurer is exempt from carrying workers compensation insurance coverage for its employees (the "Employees") due to its program of self-insurance for workers compensation claims; and

Whereas, CCS is in the business of providing administrative and other services to entities which operate self-insurance programs for workers compensation claims:

Now, therefore, in consideration of the foregoing and the mutual terms, covenants and conditions set forth herein, the parties hereto agree as follows:

Section 1 Reported Claims/Fees

- 1.1 Reporting. Self-Insurer shall promptly report to CCS each worker compensation claim of an Employee which Self-Insured desires CCS to administer.
- 1.2 Fees to CCS. Self-Insurer shall pay to CCS fees (the "Fees") for services performed by CCS pursuant to this Agreement in accordance with the following:
 - a. All claim functions will be handled for a flat annual fee of \$60,900.00 for the fiscal year 09/01/11 through 08/31/12. All claim functions will be handled for a flat annual fee of \$60,900 for the fiscal year 09/01/12 through 08/31/13. All claim functions will be handled for a flat annual fee of \$60,900 for fiscal year 09/01/13 through 08/31/14.

- b. Billing. CCS shall deliver invoices to the Self-Insurer on a Quarterly basis requesting payment of Fees prior to the beginning of each quarter pursuant to this Agreement.

Section 2 Administration of Reported Claims

- 2.1 Claims Administration. CCS shall timely review all claims and loss reports made by the Self-Insurer to CCS and process each Reported Claim in accordance with the Act, all rules and regulations promulgated pursuant to the Act, and all other applicable laws.
- 2.2 Investigation. CCS shall conduct an investigation of a Reported Claim to the extent CCS reasonably deems necessary in performance of its obligations. Such investigations may include the retaining of independent investigators, medical, or other experts to the extent reasonably deemed necessary by CCS, provided, however, that any and all cost and expenses incurred by CCS shall be governed by the following:
 - a. Self-Insurer shall reimburse CCS for the full amount of each "Authorized Expenditure." For the purpose of this Agreement, an "Authorized Expenditure" is any cost or expense incurred by CCS pursuant to Section 2.2 hereof, subsequent to Self-Insurer's expressed or written consent.
- 2.3 Reserves. CCS shall establish and maintain estimated reserve amounts for each Reported Claim.
- 2.4 Payment of Reported Claims. CCS will pay all Reported Claims via use of a Checking Account System. Checking Account documents will be forwarded to the Self-Insurer no less than one (1) time per week; the Check data will contain sufficient information so as to identify the Claim Number, Employee, Check Number, Payee, Amount Paid, Original Invoice Amount and applicable discounts.
- 2.5 Discretionary Settlement Authority Limit. Notwithstanding any provision to the contrary, without prior written or expressed consent of the Self-Insurer CCS shall not make any settlement in connection with a Reported Claim in excess of ten thousand hundred dollars (\$ 10,000.00). This Discretionary Limit does not apply to the payment of Permanent Partial Disability Awards.
- 2.6 Reports to Self-Insurer. Within ten (10) business days after the end of each calendar month during the term of this Agreement, CCS shall deliver to Self-Insurer statistical information which shall include, but shall not necessarily be limited to, the following.

- 2.7 Notices to Self-Insurer. CCS shall immediately notify Self-Insurer of each Reported Claim which does or may involve Self-Insurer's reinsurance carrier. CCS will report said claim to the reinsurance carrier.
- 2.8 Rehabilitation. CCS shall immediately notify Self-Insurer in the event that any Employee has been referred to rehabilitation or retraining. CCS shall assist Self-Insurer in arranging for rehabilitation or retraining of Employees in appropriate cases, with any expenses associated with such rehabilitation or retraining to be borne solely by the Self-Insurer.
- 2.9 Subrogation. CCS will pursue, on behalf of the Self-Insurer, recovery of expended funds which were caused to be paid by the negligence of a responsible third party and remit recovered funds to Self-Insurer.
- 2.10 Records. CCS shall create a file for each Reported Claim and shall maintain such file until final resolution and for an additional five (5) years thereafter.
- 2.11 Inspection. During the term of this Agreement, upon reasonable prior notice by Self-Insurer, and during CCS normal business hours, CCS shall provide Self-Insurer or its designated representative access to, and the opportunity to copy, all files pertaining to any Reported Claim and any and all other documents and information within the possession or control of CCS pertaining to any Reported Claim(s), this Agreement, or matters contemplated thereby.

Section 3

Indemnification; Defense of CCS

- 3.1 Indemnification of CCS. Self-Insurer agrees to indemnify and defend CCS for acts taken by CCS at the express instruction of the Self-Insurer which cause CCS to become liable to any third party.
- 3.2 Indemnification of Self-Insurer. CCS agrees to indemnify Self-Insurer for acts taken by CCS which cause Self-Insurer to become liable to a third party.
- 3.3 Assumption of Defense of CCS. To the extent allowed by law, Self-Insurer agrees to assume the defense of CCS and/or its employees in any legal action filed in a court of competent jurisdiction against CCS and/or its employees which seeks an award of damages pursuant to a Reported Claim and which does not allege any error, omission, tort, intentional tort, negligence or other breach of duty on part of CCS and/or its employees, agents or representatives.

Section 4 Term and Early Termination

- 4.1 Term. The term of this Agreement (the "Term") shall be for a period of three (3) year commencing on the date first above written. At the end of the term a reevaluation of the claims history experience will be made to compare existing market rates for the Third Party Administration (TPA) that will adjust the contract proposal increase, if in fact, an increase is justified. At that time, a new contract will be presented to cover a period of not less than one (1) years at a fixed all inclusive fee. The term of this Agreement may be automatically renewable at the sole option of the Self Insurer without a rewrite of the Agreement.
- 4.2 Early Termination. This Agreement may be terminated by either party for any reason or for no reason upon sixty (60) days written notice.
- 4.3 Pending Reported Claims. If, upon the expiration or earlier termination of this Agreement, there are Reported Claims which have not reached a final resolution, at the option of the Self-Insurer, CCS shall continue to perform its obligations under this agreement until each such Reported Claim has reached a final resolution, provided that Self-Insurer also performs its obligations pursuant to this Agreement during such time.
- 4.4 Return of Files. Upon the expiration or earlier termination of this Agreement, CCS shall deliver to Self-Insurer all files created or maintained by CCS pertaining to this Agreement, including all originals, copies and summaries.

Section 5 Notices

All notices given or required to be given pursuant to this Agreement shall be delivered via first-class mail as follows:

If to C. C. S.:

Compensation Claims Solutions
1287 Old Charlotte Rd.
Concord, North Carolina 28027
Attention: Doug R. Doreen

If to City of High Point:

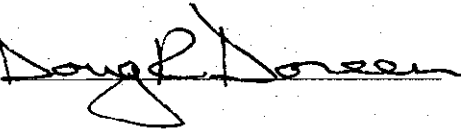
City of High Point
C/o Mr. John McCary
Director of HR
Post Office Box 230
High Point, North Carolina 27261

Section 6 Miscellaneous

- 6.1 Unauthorized Practice of Law. The parties acknowledge that CCS shall not perform, and Self-Insurer shall not request to perform, any act or service in connection with this Agreement which does or may constitute the unauthorized practice of law.
- 6.2 Severability: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect and shall in no way be invalidated, void or voidable.
- 6.3 Entire Agreement. This Agreement, and any appendices and exhibits hereto which are incorporated herein by reference, constitute the entire understanding between the parties with respect to the subject matter hereof. No modification of this Agreement shall be valid unless in writing and signed by each party to the Agreement.

In Witness, the parties hereof have executed this Agreement as of the date first above-written.

COMPENSATION CLAIMS SOLUTIONS

By:  _____

CITY OF HIGH POINT

By: _____

**RESOLUTION ON PROPOSED SPENDING OF THE 2010 JUSTICE ASSISTANCE
FUNDS (JAG)**

2011 Award to Three Jurisdictions \$330,436

WHEREAS, JAG grant awards are direct to local jurisdictions. They are formula-based, non-competitive; there is no match. High Point is again the lead administrative agency for these grant funds.

WHEREAS, The Sherriff's Office is certified at 20% disparity by the NC Attorney General's office, which means Greensboro and High Point each must give 20% of their award to GCSO. Reasoning is that while the county's crime numbers are not as high as the cities', the Sheriff is responsible to house prisoners arrested from all three jurisdictions, not only those arrested by deputies.

WHEREAS, Guilford County Sheriff's Department will use the 2011 JAG Funds (\$82,829.60) to obtain rental space for its District III office. At this time the District III office utilizes space that is on loan to the Sheriff's Department. With the grant funding the Sheriff's Office will be able to lease/rent office space that is more adequate for their needs and is much more accessible to the citizens for which they serve.

WHEREAS, Greensboro Police Department will use 2011 JAG Funds (\$183,733.60) to send 25 officers to training in the areas of homicide/violent crime investigations, crime analysis and vice/narcotics. They will also use the funds to equip officers with raid vests and entry shields.

WHEREAS, the High Point Police Department will use 2011 JAG Funds (\$63,872.80) to purchase 13 in car cameras. The in-car cameras are a technological tool which enhances not only officer safety, but is a tool that produces indisputable evidence in arrest situations.

WHEREAS, a public hearing was held on Monday, July 18, 2011 at 5:30 p.m. for the purpose of receiving comments on the proposed spending of the 2010 Justice Assistance funds in the total amount of \$330,436.00.

NOW THEREFORE BE IT RESOLVED, that the High Point City Council authorizes staff to proceed with the filing of the grant application for 2011 JAG funds in the total amount of \$330,436.00.

Adopted this _____ day of July, 2011

Lisa B. Vierling, City Clerk

**DEPARTMENT OF PLANNING AND DEVELOPMENT
INSPECTION SERVICES DIVISION
HOUSING ENFORCEMENT**

ORDINANCE

REQUEST: Ordinance to Vacate

PROPERTY

ADDRESS: 619 Arch Street

OWNER: George Karagiannakis

FIRST

INSPECTION: Number of Violations: Major 3 Minor 8
5-17-2011 1) burned light fixture; upstairs bedroom
2) improper wire splicing for stove and dryer; overloaded electrical circuit
3) stairway guard missing balusters; interior stairs to second floor

HEARING

RESULTS:

6-13-2011 The owner did not appear for the hearing; however the owner did contact the inspector by phone on 5-24-2011 to discuss repairs. The owner stated at that time it is his intent to make repairs. During the hearing the following findings of fact were established. There are numerous violations of the Minimum Housing Code. The dwelling was occupied by two adults and six children at the time of the inspection. The tenants vacated the dwelling 6-21-2011. The utilities have been placed on hold until repairs are complete. The ordinance is requested to allow the inspector to vacate, close and placard the dwelling in accordance with State statutes.

ORDER(S)

ISSUED: Order to Repair with a compliance date of 7-13-2011
6-13-2011

APPEALS: No appeals to date.

OWNER

ACTIONS: There have been no permits issued and repairs have not started.

EXTENSIONS: None requested by owner.

CURRENT

STATUS: Conditions still exist. Dwelling is vacant and secure
7-11-2011



619 Arch Street

Ordinance to Vacate/Close



Location of subject property

**Department of Planning
and Development**

City of High Point

Date: July 11, 2011



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



619 Arch Street

**CITY OF HIGH POINT RESOLUTION
URGING MINIMAL DIVISION OF CITY
IN CONGRESSIONAL REDISTRICTING
BY N.C. GENERAL ASSEMBLY**

WHEREAS, the City of High Point is a cohesive urbanized community of more than 100,000 residents, constituting the State's 9th largest municipality; and,

WHEREAS, the citizens of High Point, though diverse, should have clear and unified representation in the U.S. Congress; and

WHEREAS, the N.C. General Assembly is now undertaking the redrawing of congressional districts and is considering dividing High Point citizens among as many as four congressional districts.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of High Point, North Carolina that:

The North Carolina General Assembly is respectfully urged to minimize the fragmentation of the City of High Point into several congressional districts, but rather to draw congressional districts such that a great majority of High Point citizens are in one congressional district.

Further, that a copy of this Resolution be sent to High Point's N.C. legislative delegation.

ADOPTED this the _____ day of July, 2011.

CITY OF HIGH POINT

By _____
Rebecca R. Smothers, Mayor

Attested to:

Lisa B. Vierling, City Clerk

Planning & Development
Inspection Services Division



**DEPARTMENT of PLANNING AND DEVELOPMENT
INSPECTION SERVICES**

MEMO

To: Strib Boynton, City Manager

From: Katherine Bossi, Local Codes Enforcement Supervisor

Subject: Ordinance to Vacate-409 Greer Avenue

Date: July 18, 2011

It is the recommendation of the Inspection Services Division to remove this item from the City Council agenda. An inspection was conducted 7-18-2011 and was found to be in compliance with the Minimum Housing Code.

Cc: Lee Burnette, Director of Planning and Development
Councilwoman Bernita Simms

Administration
336.883.3328

Planning Services
336.883.3328

Development Services
336.883.3328

Inspection Services
336.883.3151

City of High Point, P.O. 230, 211 South Hamilton Street, High Point, NC 27261 USA
Fax: 336.883.3056 www.highpointnc.gov Permit Fax: 336.883.8518 TDD 336.883.8517



City of High Point North Carolina



Department of Transportation

Public Transportation Division

June 14, 2011

AGENDA ITEM

MEMO

To: Randy McCaslin, Assistant City Manager

From: Mark McDonald, Transportation Director

Subject: Request for Public Hearing

The Department of Transportation is in the process of preparing the FY2012 FTA Section 5307 operating and capital grant application for Hi tran, Dial-A-Lift, the Thomasville portion of Davidson County Transportation System, and the area within High Point served by Guilford County Transportation System. In order to comply with federal and state guidelines a public hearing must be held for the grant application and the filing of the grant application with FTA and NCDOT authorized by City Council.

If you concur with this request we would like to use the following schedule.

- June 20, 2011 – Council establishes July 18th as the date for the public hearing
- July 18, 2011 – Public hearing is held
- July 21, 2011 – Council authorizes filing of grant applications to FTA and NCDOT and passes authorizing resolution to enter into agreements with NCDOT.

The proposed funding is as follows:

GRANT	TOTAL	FEDERAL SHARE	STATE SHARE	CITY SHARE	COUNTY	OTHER
Section 5307 (FTA) Operating Assistance						
City of High Point	\$2,718,153	1,112,576	474,598	632,979		498,000
Davidson County	\$157,000	72,000			72,000	13,000
Guilford County	\$144,400	68,000			68,000	8,400
Section 5307 Routine Capital	\$229,135	183,308		45,827		
Section 5303 Planning	\$44,840	35,872	4,484	4,484		
Total	\$3,293,528	\$1,471,756	\$479,082	\$683,290	\$140,000	\$519,400

If you have any questions or would like to discuss the matter further, please advise.

MVM/aww



MEMORANDUM

TO: Mayor and City Council

FROM: JoAnne Carlyle

RE: Condemnation – July 18, 2011 Agenda
West Hartley Dr. Extension
2645 N. Main Street

DATE: June 1, 2011

This is to request authorization to begin condemnation proceedings on the property described in Deed Book 5635, Page 1391 of the Guilford County Registry located at 2645 N. Main Street, High Point, NC

On June 1, 2011 the property owners were mailed a certified letter giving them 30 days notice of our intention to begin condemnation proceedings. A copy of this letter and a map showing the area in question is attached.

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

Assistant City Attorney

JoAnne L. Carlyle



June 1, 2011

NOTICE OF CONDEMNATION

North Main Properties, LLC
c/o Registered Agent
Schell Bray Aycock Abel and Livingston,
PLLC
230 N. Elm Street, Suite 1500
Greensboro, NC 27401

VIA CERTIFIED MAIL
7099 3400 0014 1264 7913

**RE: Notice of Intent to Institute Condemnation Proceedings Under N.C.
G.S. 40A-40.
General Description of property is as follows:
Being a portion of the property described in Deed Book 5635, Page
1391 located at 2645 N. Main Street**

Dear Sirs:

Previously, you have been contacted by representatives of the City of High Point for the purpose of negotiating the purchase of property described above. These representatives of the City have been unable to date to reach an agreement with you on the issue of just compensation for the property.

This letter serves as official notice under Chapter 40A of the North Carolina General Statutes that the City of High Point intends to institute an action to acquire by condemnation the above-referenced real property in which you have or may have an interest. This legal action will not be filed before 30 days from the date of this letter.

The purpose for which a portion of this property is to be condemned is the following public project: Hartley Drive Extension

City of High Point, P.O. 230, 211 South Hamilton Street, High Point, NC 27261 USA
Phone: 336.883-3301 Fax: 336.883.
E-mail: joanne.carlyle@highpointnc.gov

The City has estimated the amount of \$99,400.00 to be just compensation for the property.

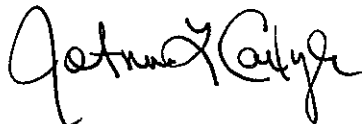
This is to advise you that we will request City Council to authorize institution of legal proceedings to condemn this property at its regular meeting to be held on July 18, 2011 at 4:45 p.m. in City Council Chambers at 211 South Hamilton Street, High Point, N.C. You are welcome to attend this meeting.

This notice does not constitute a taking or condemnation of any interest in the above-referenced property. No taking will occur until a condemnation action is actually instituted and such will not be instituted for at least thirty (30) days from the date of this notice, but may be instituted at any time after authorization by the City Council. As owners of the property, you have the right to commence an action for injunctive relief and the right to answer the complaint after it has been filed. You are advised to consult an attorney concerning your rights.

By providing a copy of this notice to each tenant located on the property sent by certified mail, return receipt requested, we are hereby notifying each tenant on the property of this Notice of Condemnation in accordance with N.C.G.S. §40A-40.

We regret that you and officials of the City have been unable to negotiate the purchase of this property interest. If you have any questions, you may wish to contact the undersigned at the address and telephone number set forth below.

Yours very truly,



JoAnne L. Carlyle
Assistant Attorney for the City of High Point
P.O. Box 230
High Point, NC 27261
Telephone: (336) 883-3301

JLC:drd

c: L.D. Shogun, Inc.
c/o Registered Agent
Ching H. Liao
2645 N. Main Street
High Point, NC 27265

Carolina Thrift, Inc.
c/o Kayla M. Yullis
2645 N. Main Street, Suite, 105
High Point, NC 27265

Krystal Cleaners, Inc.
c/o Registered Agent
Tae Woo Paik
250 Jonestown Road
Winston-Salem, NC 27101

Boost Mobile, LLC
c/o Registered Agent
Corporation Service Company
2711 Centerville Road, Suite 400
Wilmington, DE 19809

Staples, Inc.
c/o Registered Agent
The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

RBC Bank (USA)
c/o John B. Fleming, Jr.
301 Fayetteville Street, Suite 1400
Raleigh, NC 27601

Assistant City Attorney

JoAnne L. Carlyle



June 1, 2011

NOTICE OF CONDEMNATION

LaSalle National Bank as Trustee
for the registered holders of
Deutsche Mortgage & Asset Receiving
Corporation
Mortgage Pass-Through Certificates
Series 1998-C1
135 S. LaSalle Street, 16th Floor
ATTN: Mortgage Custody
Chicago, IL 60675

VIA CERTIFIED MAIL
7099 3400 0014 1264 7920

**RE: Notice of Intent to Institute Condemnation Proceedings Under N.C.
G.S. 40A-40.
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Being a portion of the property described in Deed Book 5635, Page
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City of High Point, P.O. 230, 211 South Hamilton Street, High Point, NC 27261 USA
Phone: 336.883-3301 Fax: 336.883.
E-mail: joanne.carlyle@highpointnc.gov

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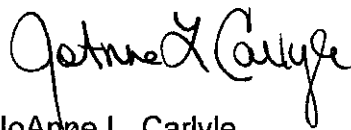
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Yours very truly,



JoAnne L. Carlyle
Assistant Attorney for the City of High Point
P.O. Box 230
High Point, NC 27261
Telephone: (336) 883-3301

JLC:drd

c: L.D. Shogun, Inc.
c/o Registered Agent
Ching H. Liao
2645 N. Main Street
High Point, NC 27265

Carolina Thrift, Inc.
c/o Kayla M. Yullis
2645 N. Main Street, Suite, 105
High Point, NC 27265

Krystal Cleaners, Inc.
c/o Registered Agent
Tae Woo Paik
250 Jonestown Road
Winston-Salem, NC 27101

Boost Mobile, LLC
c/o Registered Agent
Corporation Service Company
2711 Centerville Road, Suite 400
Wilmington, DE 19809

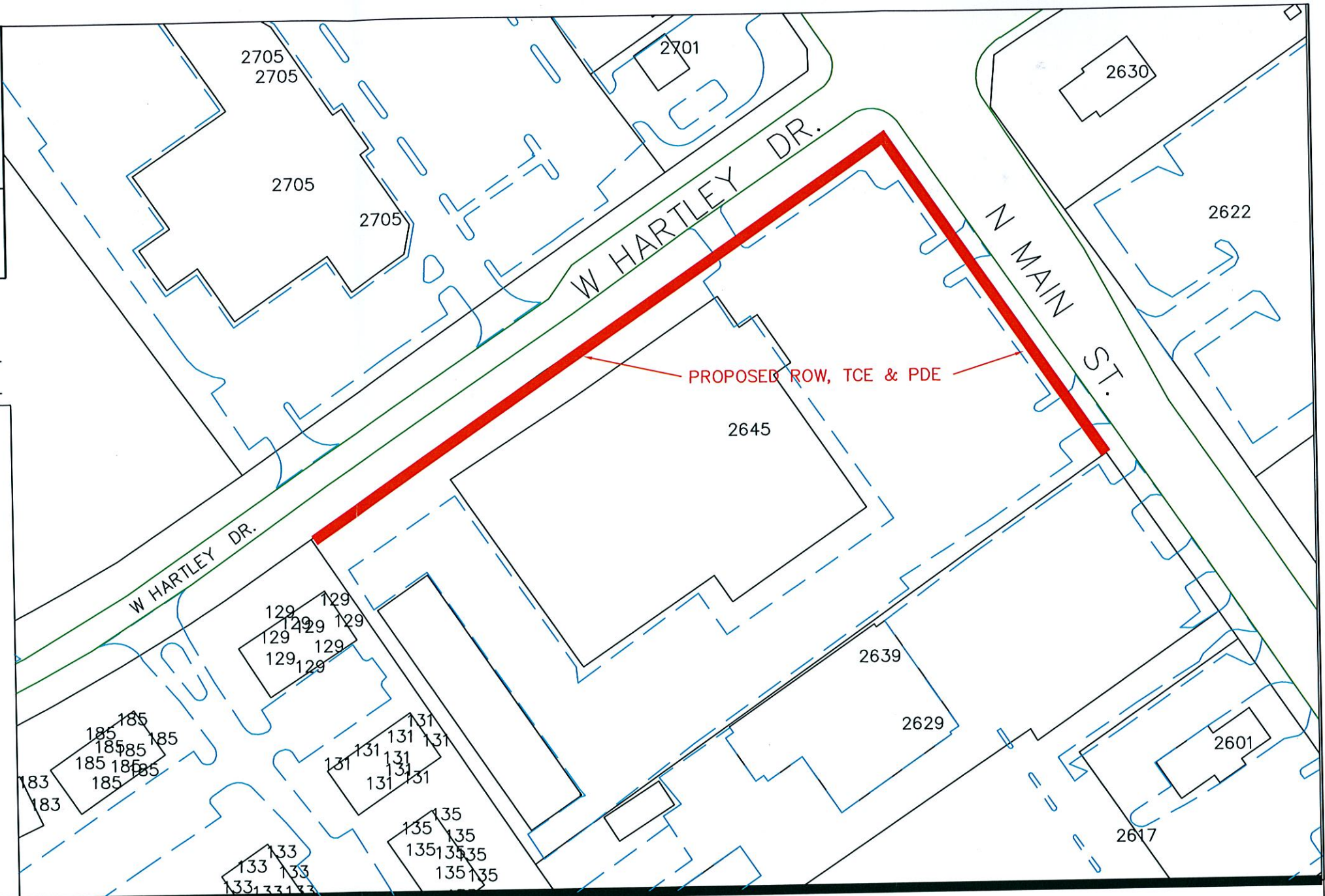
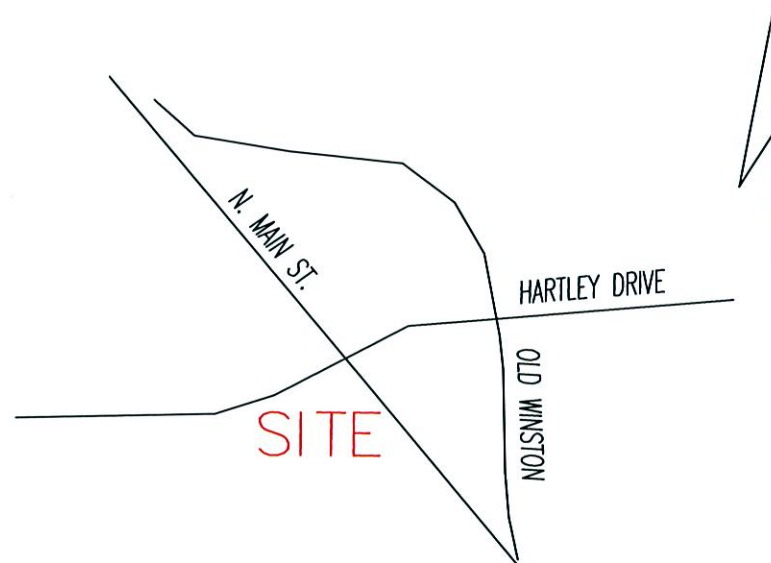
Staples, Inc.
c/o Registered Agent
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Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

RBC Bank (USA)
c/o John B. Fleming, Jr.
301 Fayetteville Street, Suite 1400
Raleigh, NC 27601

THIS MAP IS NOT A CERTIFIED SURVEY AND
HAS NOT BEEN APPROVED BY A LOCAL
GOVERNMENT AGENCY FOR COMPLIANCE WITH
ANY APPLICABLE LAND DEVELOPMENT
REGULATIONS.

THE INFORMATION ON THIS MAP IS TAKEN
FROM A CITY OF HIGH POINT GIS
DEVELOPED IN 2005.

VICINITY : NOT TO SCALE



CITY OF HIGH POINT
NORTH CAROLINA

ENGINEERING SERVICES
DEPARTMENT

SCALE: 1"=120'

BY: MBN

PURCHASE OF
RIGHT OF WAY & EASEMENTS

PROPERTY OF NORTH MAIN PROPERTIES, LLC.
#2645 NORTH MAIN STREET
FOR HARTLEY DRIVE ROADWAY PROJECT
TM 180002940000100005

PROJECT: 2287 DATE: JUNE 2011

BID INFORMATION AND RECOMMENDATION**BID #** 41-061511**DATE OPENED:** 06/15/2011**DESCRIPTION:** Hauling & Loader Services for Kersey Valley Landfill**BID PACKAGES DISTRIBUTED:** 70**DEPARTMENT:** Public Services**SOURCE OF FUNDS:** 661741-527206**BUDGETED AMOUNT:** \$185,000.**RECOMMENDED AWARD**

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1 lot	Hauling & Loader Services-KVL	\$86,000.00	\$86,000.00

PURPOSE: To provide a contract for hauling and loading services on as-needed basis for operational purposes at the landfill.

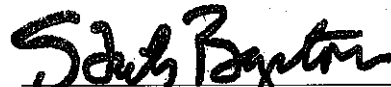
COMMENT: This is a one-year contract beginning July 1, 2011 and ending June 30, 2012, with the option to renew for two additional one-year periods.

BID TABULATION

				William Blake Trucking		TCB Builders		Silas Ridge		Double D	
Description	Hrs Wk	# Wk	Annual Hours	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Dump Truck	30	50	1,500	40.00	60,000.00	55.00	82,500.00	58.28	87,420.00	70.00	105,000.00
Loader	10	40	400	65.00	26,000.00	95.00	38,000.00	109.93	43,972.00	95.00	38,000.00
Total					86,000.00		120,500.00		131,392.00		143,000.00

The **PUBLIC SERVICES DEPARTMENT** and the **PURCHASING DIVISION** recommend that the contract for **HAULING AND LOADER SERVICES FOR KERSEY VALLEY LANDFILL** be awarded to **WILLIAM BLAKE TRUCKING**, the lowest responsible and responsive bidder meeting specifications, for the estimated annual amount of **\$86,000.00**.

DATE OF RECOMMENDATION: July 12, 2011


Strib Boynton, CITY MANAGER

Public Services Department

Richard D. McMillan, P.E.
ASSISTANT DIRECTOR



MEMORANDUM

DATE: July 11, 2011
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 – Hauling & Loading Contract for Kersey Valley Landfill Operations

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

Consideration and approval for the contract with William Blake Trucking for hauling and loading services for landfill operations at the Kersey Valley Landfill for the 2011-12 fiscal budget.

The contract prices are unit prices by the hour and will only be paid if services are required by Landfill staff. Funding for this contract will be paid under the following account:

Landfill Operations: **661741-527206** Maintenance/Service Contracts

If you have any questions, please contact me.

pc: Bob Martin, Purchasing Director
Patty Sykes, Purchasing
Steve Pendry, Landfill Superintendent
File



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

TO: Pat Pate, Assistant City Manager	FROM: Chris Thompson, PS Director	DATE: 07-11-2011
--------------------------------------	-----------------------------------	------------------

REQUESTED AGENDA DATE: 07-18-2011

BID NO.: 41-061511	CONTRACT NO.: N/A	DATE OPENED: 06-15-2011
--------------------	-------------------	-------------------------

DESCRIPTION:
Hauling and Loader Service for Kersey Valley Landfill

PURPOSE:
This contract is for loading and hauling services on an as-needed basis for operational purposes at the Landfill.

COMMENTS:
This is a contract for loading and hauling at the Landfill from July 1, 2011 to June 30, 2012.

RECOMMEND AWARD TO : William Blake Trucking	AMOUNT: \$86,000.00
---	---------------------

JUSTIFICATION:
William Blake Trucking was the lowest responsive bidder on this contract. Blake Trucking has performed this work for the Landfill Division during the last contract period (5 years) and has been performing this type of work for the landfill in excess of 15 years.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
661741	527206			\$185,000.00

DEPARTMENT HEAD: W. Chris Thompson, P.E. – Director of Public Services	DATE: 07-11-2011
--	------------------

CC:		
Jeff Moore, Director of Finance Bob Martin, Purchasing Director Richard McMillan, Asst. Director PS Steve Pendry, Landfill Supt.		

PLANNING AND ZONING COMMISSION RECOMMENDATION

On June 28, 2011, a public hearing was held before the Planning and Zoning Commission regarding the requests described below. All members of the Commission were present except Mr. Keith McInnis.

Halo Styles, LLC

Text Amendment Case 11-07

A request by Halo Styles, LLC. to amend Section 9-5-2 (ttt) of the Development Ordinance pertaining to development standards for Market Showrooms in the CB District, to permit a limited amount of exterior product display.

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

Speaking in favor of the request was Mr. Nathan Styles of 4714 Jamesford Drive, representing Halo Styles, LLC. Mr. Styles stated that he was available to answer the Commission's questions.

No one spoke in opposition.

The Planning & Zoning Commission recommended ***approval*** of Text Amendment Case 11-07, by a vote of 6-0.

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

**STAFF REPORT
TEXT AMENDMENT CASE 11-07
June 28, 2011**

Request	
Applicant: Halo Styles, LLC	Affected Ordinance Sections: Section 9-5-2, <i>Development Standards for Individual Uses</i> , subsection (ttt) <i>Market Showrooms</i>
Proposal: To amend the development standards for Market Showrooms in the CB District to permit a limited amount of exterior product display.	

Background

The applicant, Halo Styles LLC, owns and operates a market showroom in the Central Business (CB) district. Market Showrooms are restricted to the General Business (GB), (CB) and Light Industrial (LI) zoning districts. Every showroom use must meet applicable development standards that are related to the zone in which it is located. The Development Ordinance presently requires a showroom to be located in a permanent building(s), but in the CB district it may also locate in a temporary fabric structure(s) (i.e. tent) situated on the same zone lot with a building, or in one or more temporary fabric structures on the same zone lot without a building, provided a building permit for a permanent showroom building has been issued. The Development Ordinance does not permit the display of product outside of a building or fabric structure. The applicant desires to show some of its product outside, and therefore a change to the market showroom development standards is needed to allow that to occur.

Details of Proposal

Section 9-5-2(ttt) contains the specific development standards that apply to market showrooms. The proposed text amendment adds standards that apply to showrooms in the CB district only, allowing a limited amount of exterior product display, so long as the display is on the same zone lot with a permanent building and the product is from the same vendor or company that owns or leases space inside the building.

Analysis

The applicant's desire is to utilize some of its exterior lot area during the market to display product that is meant to be used outdoors, or both indoors and outdoors. There is no intent to display furnishings outdoors that are meant for indoor use. Hence, the amendment has been written to include a provision permitting only furnishings or other items designed and intended to be used outdoors or both indoors and outdoors to be displayed outdoors. This will limit both the type of product and the number of exhibitors that will be able to utilize exterior product display.

There is some concern that the amendment might encourage a proliferation of such displays. To address this, the permission to use exterior product displays is extended only to showrooms in the CB district, to avoid the potential use of required parking areas in the GB or LI districts for displays. The CB district has no off-street parking requirement. Also, the suggested 2500 square foot limit is generous, but few showrooms in the CB district have that much open space on their properties that could be dedicated to exterior product display. Finally, as stated above, the type of furnishings allowed to be displayed will exclude those companies that do not manufacture items for outdoor use.

Although not foreseen as a potential problem, the proposed amendment includes a provision requiring all product to be removed from exterior display areas within 2 weeks of the official end of the market. This will help insure prompt removal of product from these areas after the market has closed.

The market showroom use is a permitted use in the CB district, provided the development standards of Section 9-5-2(ttt) are met. This amendment adds the possibility of accessory exterior product display which will not alter or change the fundamental use of a showroom property. Therefore, it does not appear to be inconsistent with the Core City Plan, nor is such a change inconsistent with the goals and objectives of the City's Land Use Plan.

Staff notes also that the existing text of Section 9-5-2(ttt) has been reorganized, but none of the existing provisions have been deleted or changed, just moved under new paragraph headings. All substantive changes are related to the request for exterior product display in the CB district.

Recommendation

Staff recommends approval.

The proposed amendment accomplishes what the applicant desires, while establishing limitations that should help prevent abuse. This is a reasonable accessory accommodation for an existing permitted use which will allow the display of indoor/outdoor or outdoor home furnishings in an outdoor setting, and allow for more effective usage of some showroom properties. The biannual market provides an opportunity between its occurrences to evaluate the effectiveness of the regulation and make changes if necessary.

Required Action

Planning and Zoning Commission:

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

City Council:

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

In addition, the City Council must, prior to adopting or rejecting any zoning amendment, explain why it considers the action taken to be reasonable and in the public interest. In this case, staff suggests that the approval of the applicant's request is reasonable and in the public interest because: 1) It does not change the fundamental use of the showroom property; 2) It allows for a more efficient use of showroom property in the CB district; 3) It allows outdoor furnishings to be displayed in their intended setting; and 4) The change is not contrary to adopted City plans. The City Council may adopt this statement, it may add to or change this statement, or, if the Council is in disagreement with the above statement it will need to formulate its own reasonableness / public interest statement.

Report Preparation

This report was prepared by Planning and Development Department staff member Robert L. Robbins, AICP and reviewed by Lee Burnette, AICP, Director.

TEXT AMENDMENT 11-07
PROPOSED AMENDMENT TO THE CITY OF HIGH POINT
DEVELOPMENT ORDINANCE

(An amendment affecting Section 9-5-2(ttt) *Development Standards for Individual Uses* pertaining to *Market Showrooms* to permit a limited amount of exterior product display in the CB district.)

SECTION 1.

Section 9-5-2(ttt), entitled *Market Showrooms (Furniture, Apparel, Home Furnishings etc.)* shall be amended and reorganized, and shall read as follows:

(ttt) Market Showrooms (Furniture, Apparel, Home Furnishings etc.)

(1) Where Required: GB, CB, and LI Districts

(2) ~~Location:~~ Standards for Market Showrooms Located Within General Business Districts:

a. Showrooms in the GB District shall be located within permanent buildings only.

b. Exterior product displays or the use of temporary fabric structures are prohibited.

(3) Standards for Market Showrooms Located Within Central Business Districts:

a. Showrooms in the CB District shall be located either in permanent building(s); a combination of permanent building(s) and temporary fabric structure(s) located on the same zone lot; or located entirely in one or more temporary fabric structures on the same zone lot provided that a building permit has been issued for a permanent showroom building on said zone lot.

b. Exterior product displays are permitted in accordance with the following:

1. The display shall be on the same zone lot with a permanent building(s) used as a market showroom; and

2. The product(s) displayed shall be from the same company or vendor that owns the building(s) or is leasing space inside the building(s), and shall be furnishings or other items designed and intended to be used outdoors or both indoors and outdoors; and

3. The total outdoor display area shall not exceed 2500 square feet per zone lot.

4. Display products must be removed within two weeks of the official end of market.

(c) Additional Requirements for Temporary Fabric Structures:

1. The temporary structure shall be located on the same zone lot as a market showroom.
2. The temporary structure shall be enclosed on all sides.
3. The temporary structure may be erected for up to 120 days in a calendar year.
4. The temporary structure shall be engineered to have a clear span tension construction, no internal support poles, no external guy wires and a HVAC system.

(4) ~~Additional~~ Standards for Market Showrooms Located Within Light Industrial Districts:

- a. The zone lot where the market showroom is located shall be no more than 1,500 feet from the boundary of a Central Business (CB) District.
- b. The market showroom shall be established only within an existing building, except that said showroom may be expanded up to twenty-five (25) percent of the gross square footage of the existing building. **Exterior product displays or the use of temporary fabric structures are prohibited.**

- c. The market showroom may be established in conjunction with furniture or apparel manufacturing or assembly.

SECTION 2.

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

SECTION 3.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4.

This ordinance shall become effective upon adoption.

**CITY OF HIGH POINT RESOLUTION
URGING MINIMAL DIVISION OF CITY
BY N.C. GENERAL ASSEMBLY
IN CONGRESSIONAL REDISTRICTING**

WHEREAS, the City of High Point is a cohesive urbanized community of more than 100,000 residents, constituting the State's 9th largest municipality; and,

WHEREAS, the citizens of High Point, though diverse, should have clear and unified representation in the U.S. Congress; and

WHEREAS, the N.C. General Assembly is now undertaking the redrawing of congressional districts and is considering dividing High Point citizens among as many as four congressional districts.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of High Point, North Carolina that:

The North Carolina General Assembly is respectfully urged to minimize the fragmentation of the City of High Point into several congressional districts, but rather to draw congressional districts such that a great majority of High Point citizens are in one congressional district.

Further, that a copy of this Resolution be sent to High Point's N.C. legislative delegation.

ADOPTED this the 18th day of July, 2011.

CITY OF HIGH POINT

By Rebecca R. Smothers
Rebecca R. Smothers, Mayor

Attested to:

Lisa B. Vierling
Lisa B. Vierling, City Clerk



**DEPARTMENT OF PLANNING AND DEVELOPMENT
INSPECTION SERVICES DIVISION
HOUSING ENFORCEMENT**

ORDINANCE

REQUEST: Ordinance to Vacate

PROPERTY

ADDRESS: 1206 Dorris Street

OWNER: Dorothy M. Wright

FIRST

INSPECTION:

5-10-2011

Number of Violations: Major 8 Minor 14

- 1) windows painted shut throughout dwelling
- 2) no operable smoke detectors – painted over and no batteries
- 3) sagging floors in bathroom area
- 4) broken electrical receptacles and exposed wiring in dining room
- 5) washing machine receptacle must be ground fault protected
- 6) hanging light fixture in bedroom on the right of the dwelling
- 7) improper chimney flashing has lead to water damaged dining room and kitchen ceilings
- 8) no heating equipment

HEARING

RESULTS:

5-20-2011

William Wright, son of the owner, appeared for the hearing. Mr. Wright indicated that it is their intent to make repairs. During the hearing the following findings of fact were established. There are numerous violations of the Minimum Housing Code. The dwelling was occupied by two adults at the time of the inspection and is still occupied. The ordinance is requested to allow the inspector to vacate, close and placard the dwelling in accordance with State statutes.

ORDER(S)

ISSUED:

5-20-2011

Order to Repair with a compliance date of 6-20-2011

APPEALS:

No appeals to date.

OWNER

ACTIONS:

The owner obtained a building permit on June 3, 2011; however, the repairs have not started.

EXTENSIONS:

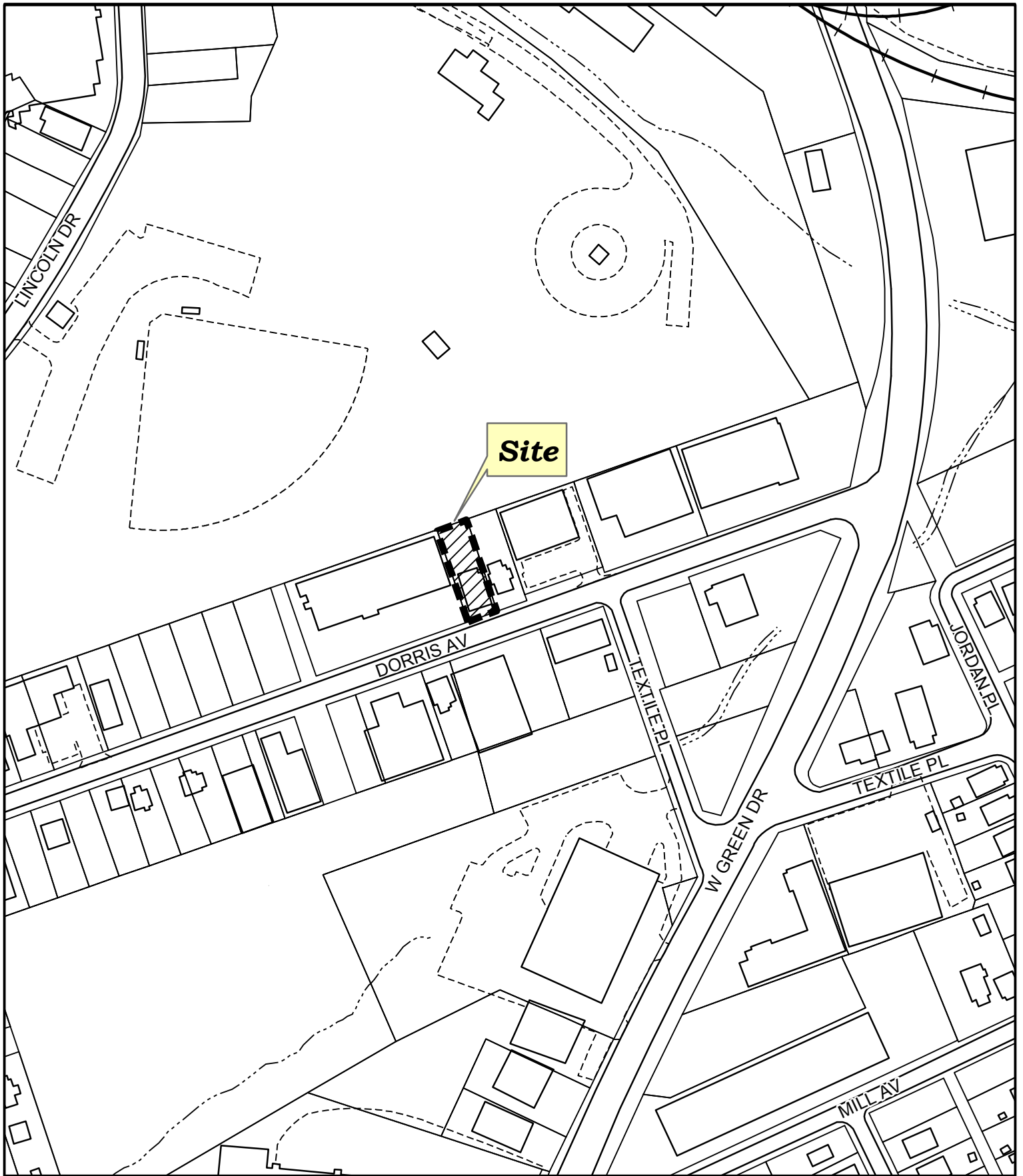
None requested by owner.

CURRENT

STATUS:

7-11-2011

Conditions still exist. Dwelling is occupied.



1206 Dorris Avenue

Ordinance to Vacate/Close



Location of subject property

**Department of Planning
and Development**

City of High Point

Date: July 11, 2011



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



1206 Dorris Street



1206 Dorris Street

PLANNING AND ZONING COMMISSION RECOMMENDATION

On June 28, 2011, a public hearing was held before the Planning and Zoning Commission regarding the requests described below. All members of the Commission were present except Mr. Keith McInnis.

Hospice of the Piedmont, Inc.

Zoning Case 11-07

A request by Hospice of the Piedmont, Inc. to rezone approximately 1.23 acres from the Residential Single Family-7 (RS-7) District and Conditional Use Highway Business (CU-HB) District to a Conditional Zoning Highway Business (CZ-HB) District. The site is lying along the north side of Carey Avenue, approximately 400 feet east of Westchester Drive.

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

Speaking in favor of the request was Leslie Kalinowski of 4714 Jamesford Drive, Executive Director of Hospice of the Piedmont, Inc. Ms. Kalinowski stated that the neighbors were supportive of their request and she is available to answer any questions the Commission may have.

No one spoke in opposition.

The Planning & Zoning Commission recommended ***approval*** of Zoning Case 11-07, by a vote of 6-0.

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

**STAFF REPORT
ZONING CASE Z11-07
June 28, 2011**

Request	
Applicant: Hospice of the Piedmont, Inc.	Owner(s): Hospice of the Piedmont, Inc.
Zoning Proposal: To rezone 0.9 acres within the High Point corporate limits.	From: CU-HB Conditional Use Highway Business District, and
	RS-7 Residential Single Family-7 District
	To: CZ-HB Conditional Zoning Highway Business District

Site Information	
Location:	Lying along the north side of Carey Avenue, approximately 400 feet east of Westchester Drive.
Tax Parcel Numbers:	0185408 and a portion of tax parcel 0185411 (Guilford County.)
Site Acreage:	0.9 acres
Current Land Use:	Specialty hospital and a single family dwelling.
Physical Characteristics:	The site has a gentle sloping terrain with no noteworthy physical features.
Water and Sewer Proximity:	A 6-inch City water line and an 8-inch City sanitary sewer line are adjacent to the site within the Carey Avenue road right-of-way.
General Drainage and Watershed:	The site drains in a general westerly direction and is within the Yadkin-Pee-Dee General Watershed Area. Based upon the size of the site and its potential development intensity, the watershed regulations will not require stormwater controls to be provided.
Overlay District(s):	Yadkin-Pee-Dee General Watershed Area (GWA).

Adjacent Property Zoning and Current Land Use			
North:	HB	Highway Business District	Specialty hospital and office building
	RS-7	Residential Single-Family-7 District	Single family dwelling
South:	RS-7	Residential Single-Family-7 District	Single family dwelling
East:	RS-7	Residential Single-Family-7 District	Single family dwelling
West:	HB	Highway Business District	Specialty hospital

Relevant Land Use Policies and Related Zoning History	
Land Use Plan Map Classification:	The frontage area, along Westchester Drive, is designated Local/Convenience Commercial uses. Individual parcels along the side streets, which do not have frontage along Westchester Drive, are intended for Low Density Residential uses.

Land Use Plan Goals, Objectives and Policies:	Office & commercial developments bordering residential neighborhoods: The evaluation of a Conditional Zoning request for a property(s) adjoining an established residential neighborhood which also fronts on a thoroughfare or collector street shall address the following: • The mass, scale and 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 of the Conditional Zoning Ordinance will be to minimize to the extent feasible the intrusive impact of the non-residential use on the adjacent neighborhood.
Relevant Area Plan:	None
Community Growth Vision Statement:	None
Zoning History:	• Hospice of the Piedmont operates their facility at 1801 Westchester Drive, where they share the building with a law office. • In 2004 they acquired a single family parcel at 424 Carey Avenue and City Council rezoned it to a CU-HB District (Zoning Case 04-20) to facilitate the construction of a new building upon the southern portion of their property at 1803 Westchester Drive. • In 2005, Hospice purchased and City Council rezoned an additional residential property at 422 Carey Avenue to a CU-HB District. The majority of this lot was used as a landscaping/buffer area.

Transportation Information							
Adjacent Streets:	Name			Classification		Approx. Frontage	
	Carey Avenue			Local Street		190 ft.	
Vehicular Access:	The existing hospice facility has an ambulance entrance from Carey Avenue.						
Traffic Counts: (Average Daily Trips)	Carey Avenue				None		
Estimated Trip Generation:	Using the development data provided by the applicant, the total average daily trips for this site is estimated at 286 trips.						
Traffic Impact Analysis:	Required				Comment		
		<u>Yes</u>		<u>No</u> X	None		
Pedestrian Access:	N/A						

School District Comment
Not applicable to this zoning case.

Details of Proposal

The applicant has submitted a rezoning application to facilitate a proposed expansion to its existing specialty hospital (i.e. hospice facility). Hospice of the Piedmont currently operates from existing buildings located at 1801 and 1803 Westchester Drive. They have purchased an abutting single family parcel lying east of the facility (420 Carey Avenue) and have requested rezoning of this residential parcel as part of a proposed expansion. The applicant is proposing an expansion of the 1803 Westchester Drive building along the southern portion of the campus adjacent to Carey Avenue. In order to bring the previous zoning approvals and this current zoning application under one ordinance, this request for a Conditional Zoning Highway Business (CZ-HB) District includes the residential property at 420 Carey Avenue and the previously zoned area under Conditional Use Permit 04-20.

The applicant is proposing an approximately 5,000 square foot building addition. As this expansion projects further eastward into the residential neighborhood, the applicant has modified previously approved conditions for development to ensure compatibility with the adjacent single family neighborhood.

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:

- ❖ Property fronting along this segment of Westchester Drive from Whittier Avenue to Burton Avenue has a Land Use Map Designation of Local/Convenience Commercial. This classification is intended for moderate-intensity convenience retail or service uses. Properties along Carey Avenue not fronting onto Westchester Drive is designated Low-Density Residential. Because this will be an addition to an existing development that fronts on Westchester Drive, and conditions have been offered to combine the zoning site with the larger parcel fronting Westchester Drive, the request is consistent with the commercial designation.
- ❖ The Land Use Plan includes an objective to minimize the impact of non-residential uses upon adjacent neighborhoods. This Conditional Zoning request addresses this objective in the following manner:
 - 1) The land area requested to be added to this development will be used to facilitate an expansion of the 1803 Westchester Drive building. Although the total square footage of this building is larger than a typical single family dwelling, its architectural features of a pitch-roof and a one-story building height makes it generally consistent with the character of the abutting residential neighborhood.
 - 2) Previous zoning approvals granted for this facility permitted all the uses allowed in the

HB District, under this current zoning proposal the applicant has offered to restrict the site to a single use, a specialty hospital. This is a low intensity use that will be compatible with the adjacent residential neighborhood.

- 3) The site has a gentle sloping terrain with the adjacent single family dwellings sitting slightly higher above the zoning site. Also, a new condition is proposed that requires higher landscaping standards along both the eastern and northern boundary of the site with installation of an opaque fence along the site's Carey Avenue frontage.

Reasonableness/Public Interest:

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

Staff Comments:

Staff finds that the request is reasonable based upon the following:

- ❖ The intent is to add the zoning site to the applicant's current facility that is oriented toward Westchester Drive. To ensure this is being met, the applicant has included a condition requiring the zoning site to be combined with the larger parcel fronting Westchester Drive.
- ❖ Although the request is to rezone a 0.9 acre area, most of the zoning site already has a non-residential zoning designation. The expansion into the abutting residential area is only for 0.3 acres (approximately 13,500 sq. ft.).

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:

<u>Factor #1</u>	Produces a development that is compatible with surrounding development character and land uses;
	<u>Staff Comments:</u> The HB District permits a wide range of uses, the previous zoning approval, Conditional Use Permit 04-20, allowed all the uses permitted in the HB District. To ensure this latest expansion will be compatible with the character of area, the applicant has restricted the use of the site to only permit a specialty hospital use.
<u>Factor #2</u>	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.;
	<u>Staff Comments:</u> ❖ The zoning site will be developed in conjunction with the abutting parcel to the west which is oriented towards Westchester Drive. The motoring public and employee's access will be from the existing Whittier Avenue access drive. There is an existing access point from Carey Avenue for deliveries and emergency vehicles. Due to the fact the majority of vehicle traffic to the facility will be from its Whittier Avenue access point the request will not materially impact the property owners along Carey Avenue. ❖ To further ensure minimum traffic impact, the applicant has offered to prohibit the installation of vehicular lot parking between the Carey Avenue right-of-way and any buildings upon the zoning site. ❖ The applicant has offered to provide larger landscaping yard widths along the

	eastern and northern boundary of the site and to install an opaque fence along the Carey Avenue boundary of the site.
<u>Factor #3</u>	Minimizes or effectively mitigates any identified adverse environmental impact on water and air resources, minimizes land disturbance, preserves trees and protects habitat;
	<u>Staff Comments:</u> The site is currently developed; staff has not identified any environmental impacts based upon the proposed district.
<u>Factor #4</u>	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;
	<u>Staff Comments:</u> The site is within an area currently served by City of High Point utilities and municipal services and the proposed district has no known impacts on municipal services.
<u>Factor #5</u>	Minimizes or effectively mitigates any identified adverse effect on the use, enjoyment or value of adjacent properties.
	<u>Staff Comments:</u> The primary issue of concern to adjacent residential property owners is the expansion and placement of commercial uses into the residential neighborhood that adversely affects the area. To ensure the enjoyment or value of adjacent property owners, the applicant has offered to restrict the use of the site to only permit a specialty hospital use. In the event the property is sold, the new property owner would also be bound by the restrictions of this conditional zoning ordinance and can only change them through the approval of a new zoning application. .

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:

Except for previous zoning approvals granted by City Council that expanded the Hospice Facility and Providence Place retirement facility to the north, there have been no other recent zoning approvals in this general area. The requested depth of non-residential zoning along Carey Avenue is similar to other commercial zoned property in this area; however, any future eastward expansion of the hospice facility along its Carey Avenue frontage may necessitate a more comprehensive evaluation of the Land Use Plan and desired development pattern for this area.

Development Patterns:

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

Staff Comments:

The proposal to expand a non-residential development further eastward is in order with the established development pattern in this area based because 1) the depth of requested non-residential zoning as requested by the applicant will be similar to that of other non-residential zoned parcel in the vicinity; and 2) the use of the property is to be in conjunction with a larger

parcel that fronts and oriented towards Westchester Drive.

Recommendation

Staff Recommends Approval:

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. The Planning & Development Department recommends approval of the request to rezone this 0.9 acre parcel to the CZ-HB 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:

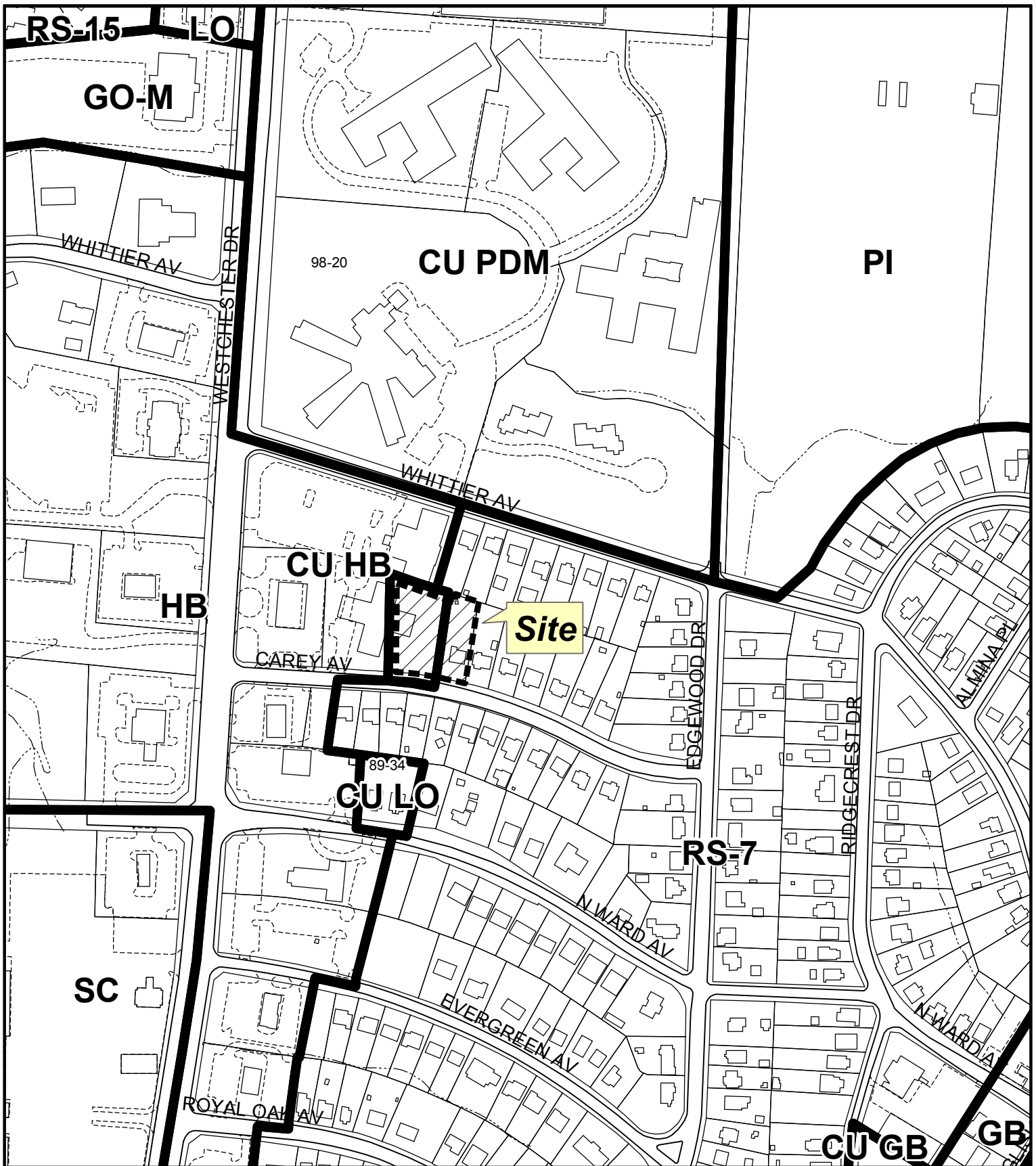
Upon making its recommendation, the NC General Statutes require that the Planning and Zoning Commission must place in the official record a statement of consistency with the City's adopted plans. This may be accomplished by adopting the statements in the Staff Analysis section of this report or by adopting 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 member Herbert Shannon Jr. AICP, Senior Planner, and reviewed by Robert Robbins AICP, Development Services Administrator and Lee Burnette AICP, Director.



ZONING CASE 11-07

From: Residential Single Family-7 and
Conditional Use Highway Business
To: Contional Zoning Highway Business

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

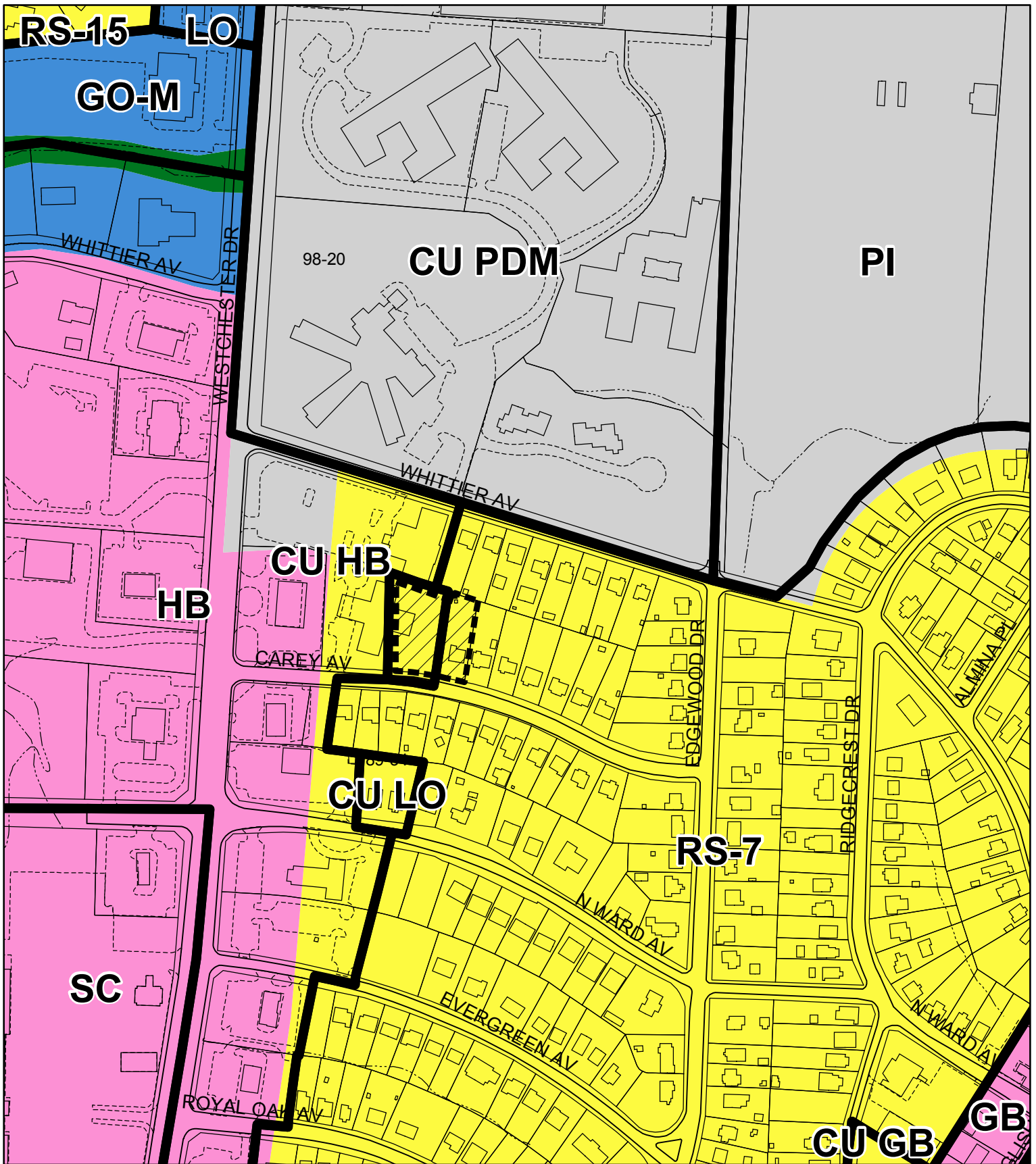
**Planning & Development
Department**

City of High Point

Date: June 10, 2011



Scale: 1"=300'
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ZONING CASE 11-07

Land Use Plan

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

Planning & Development
Department

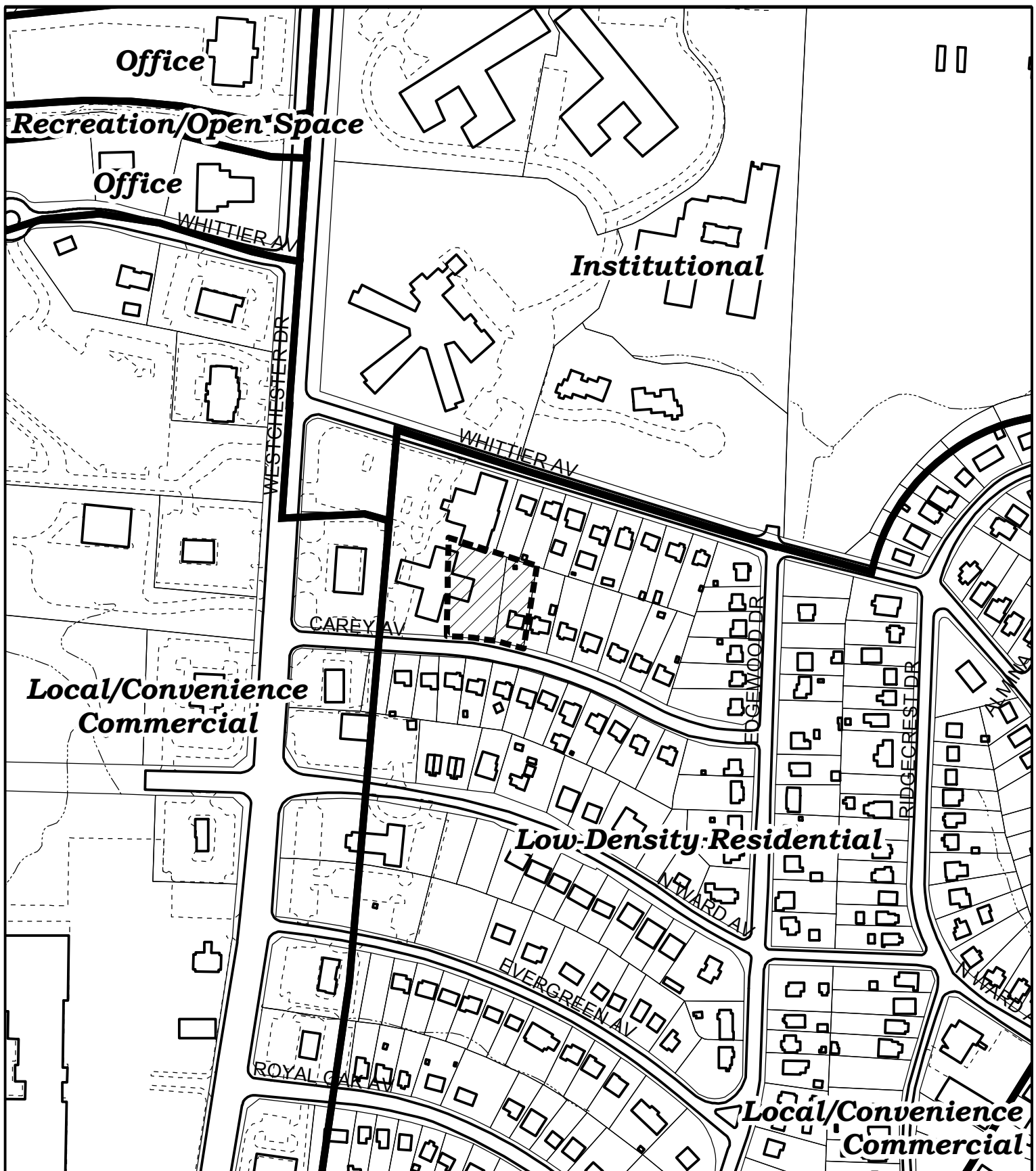
City of High Point

Date: June 24, 2011



Scale: 1"=300'

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ZONING CASE 11-07

Land Use Plan

Existing Land Use Plan
Subject Property Boundary



Planning & Development
Department

City of High Point

Date: June 22, 2011



Scale: 1"=300'

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ZONING CASE 11-07

Topography

Subject Property Boundary - - - - -

Planning & Development
Department

City of High Point

Date: June 22, 2011



Scale: 1"=300'

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ZONING CASE 11-07



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

**Zoning Case 11-07
Conditional Zoning Highway Business (CZ-HB) District**

June 6, 2011
(Submitted)

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

I. USES: Only a Specialty Hospital use as permitted in the Highway Business (HB) District shall be permitted subject to the development and dimensional requirements of the HB District and subject to the specific conditions of this ordinance.

II. CONDITIONS

- A. Lot Combination: The land area associated with the zoning site (portion of Guilford County tax parcel 0185411 and all of tax parcel 0185408) shall be combined to form one lot prior to any development or land division.
- B. The existing structure upon tax parcel 0185408 (422 Carey Avenue) shall be removed prior to issuance of any construction permits upon the zoning site.
- C. Landscaping and Screening:
 - 1. A minimum twenty-five (25) foot wide planting yard planted at the Type B planting rate shall be provided along the eastern and northern property lines of the zoning site where it abuts residential uses.
 - 2. Where residential uses are adjacent to the site along the south side of Carey Avenue, then the street planting yard shall include a minimum five (5) foot high opaque fence.
- D. Vehicular Parking
No vehicular lot parking shall be permitted between the Carey Avenue right-of-way and any buildings upon the zoning site.

DESCRIPTION OF PROPERTY: Approximately 0.9 acres lying along the north side of Carey Avenue, approximately 400 feet east of Westchester Drive. The property is also known as Guilford County Tax Parcel 0185408 and a portion of Guilford County tax parcel 0185411.

That portion of Guilford County tax parcel 0185411 is defined as follows:

BEGINNING at an existing iron pipe on the northern right-of-way of Carey Avenue, said iron being the southwest corner of William Earl & Rosa Mae Grant (D.B. 4259, Pg. 2153) and the southeast corner of Hospice of the Piedmont, Inc. (D.B. 7212, Pg. 708) and being the southern common corners of lots 23 & 24 of the Oak Hill Forest Subdivision (PB. 13, Pg. 66); thence leaving the corner of said Grant parcel and along said right-of-way of Carey Avenue having a curve to the left having a chord bearing and distance of North 76°30'36" West 60.11 feet and a radius of 1385.37 feet and an arc length of 60.12 feet to an existing iron pipe; thence along a curve to the left having a chord bearing and distance of North 79°43'07" West 59.99 feet and a radius of 1146.53 feet and an arc length of 59.99 feet to an existing iron pipe; thence along a curve to the left having a chord bearing and distance of North 8r51'34" West 72.46 feet and a radius of 1146.53 feet and an arc length of 72.47 feet to an existing iron pipe; thence leaving said Carey Avenue right-of-way North 7°06'28" East 218.62 feet to an existing iron pipe, said point being the common corner of lots 26,27,37 and 38 of the said Oak Hill Forest Subdivision; thence along the southern lot line of lots 37, 36, 35 & 34 the following calls South 71°05'37" East 73.17 feet to an existing iron pipe; thence South 70°47'53" East 39.79 feet to an existing iron pipe; thence South 71°03'32" East 29.88 feet to an existing iron pipe; thence South 70°56'38" East 70.00 feet to a new iron pipe, said iron being the northwest corner of said Grant parcel and the northern common lot corner of lots 23 & 24; thence along the line of lots 23 & 24 South 12°06'35" West 185.45 feet to the point and place of BEGINNING. Containing 0.92± acres

**CITIZENS INFORMATION MEETING REPORT
ZONING CASE 11-07**

Submitted by: Leslie Kalinowski for
Hospice of the Piedmont

City of High Point Rezoning Case 11-07
Hospice of the Piedmont
Conditional Use Permit/lot combination
420 Carey Ave.

REPORT
CITIZENS INFORMATION MEETING
6:00 PM, JUNE 8, 2010
1801 WESTCHESTER DRIVE

The meeting was held in the administrative offices of Hospice of the Piedmont, at 1801 Westchester Drive, High Point, NC. There were 2 property owners present (sign in sheet attached) as follows:

Rosa Mae Grant, 418 Carey Ave. and her daughter
Dorothy W. Hunt, 427 Carey and her daughter and grand daughter

Also present:

Eddie MacEldowney, VP Davis Martin Powell (representing property owner
Leslie Kalinowski, Hospice of the Piedmont

A notification letter dated and mailed May 31, 2011 and the required statement provided by the High Point Planning Department was sent to 34 parties as supplied by the High Point Planning Department. They are attached for reference.

A handout identifying the property in question was provided and is attached for reference.

Following introductions, Ms. Kalinowski and Mr. MacEldowney restated the purpose of the meeting and described the project plan.. Mr. MacEldowney discussed this meeting as the first step in the rezoning process and encouraged those present to express questions or concerns. Ms Kalinowski discussed Hospice of the Piedmont's plan to add 4 additional resident rooms and reconfigure some administrative space. All additional construction would be congruent with the existing building. Public parking would continue to be accessed through entry points on Whittier Drive but we might require one additional service entry off Carey. Mr. MacEldowney explained that a 25 ft planting buffer and screening fence would be required. He also explained that Hospice of the Piedmont is requesting that the property at 420 Carey be incorporated into their parcel at 1803 Westchester and that it be rezoned from residential to Highway Business.

Next were questions from the attendees.

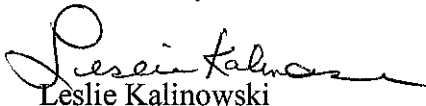
1. Rosa Grant: *Will you need my house?* Ms. Kalinowski stated that at this point Hospice of the Piedmont did not have any plans for additional expansion and that

the architect has assured us that with the addition of 420 Carey our lot is more than sufficient to accomplish our goals.

2. Dorothy Hunt: *Will you ever need property across the street?* Ms. Kalinowski said that Hospice of the Piedmont has no plans to expand across the street.
3. Dorothy Hunt: *What types of deliveries do you have?* Ms. Kalinowski said that an additional driveway access may be required for oxygen deliveries. Currently we have oxygen deliveries, food service deliveries, garbage pickup, ambulance and hearses accessing the building from Carey.
4. Rosa Grant: *Will I be able to keep my fence and how will we cut grass in between fences?* Ms. Kalinowski said the Hospice of the Piedmont would not need her fence removed and that we intend to put up a screening fence similar to our existing one. She discussed the possibility of removing the grass between the fences and Ms. Grant stated that she thought that would be a good idea.
5. Dorothy Hunt: *When will construction begin?* Ms. Kalinowski discussed the need for project approval by the state health care planning commission so that she estimates that construction would begin no sooner than late spring/early summer of 2012..
6. Dorothy Hunt: *When will we be notified of the public hearings?* Mr. MacEldowney said that the dates are posted on the city of High Point's website and that they should receive a letter. Ms. Kalinowski provided her business cards and said that they could call her for those dates.

Ms. Kalinowski thanked everyone for coming and the meeting adjourned at 6:30pm.

Submitted by:


Leslie Kalinowski

ALBERTSON, DORIS C
412 CAREY AVE
HIGH POINT NC 27262

BAIRD, MICHAEL DAVID
132 DAVE SHULER DR
THOMASVILLE NC 27360

BOWERS, ROY LEE
409 CAREY AVE
HIGH POINT NC 27262

BOWLES, APRIL M
414 CAREY AVE
HIGH POINT NC 27262

BROWN, ELIN S
411 CAREY AVE
HIGH POINT NC 27262

BUCHOLTZ, DAVID LAWRENCE
410 N WARD AVE
HIGH POINT NC 27262

BURGER KING CORPORATION
PO BOX 020783
MIAMI FL 33102

CLEVELAND, GREATHIEL JO
3858 ROCK DAM CT
TRINITY NC 27370

COOK, STEVEN CRAIG
416 N WARD ST
HIGH POINT NC 27262

DAVIS, ELAINE H
410 CAREY AVE
HIGH POINT NC 27262

ECKERT, DEVON SCOTT
615 WHITTIER AVE
HIGH POINT NC 27262

FRYE, OPAL S
421 CAREY AVE
HIGH POINT NC 27262

GRANT, ROSA MAE
418 N WARD ST
HIGH POINT NC 27262

HANSEN, SCOTT D
3513 BENTBROOK DR
HIGH POINT NC 27265

HARMON, GARRY L ; HARMON, CRISSIE C
1003 NORSE ST
HIGH POINT NC 27265

HENDLEY, KAY G ; HENDLEY, JAMES R
418 N WARD ST
HIGH POINT NC 27262

HENSLEY INVESTMENT PROPERTIES INC
114 SAINT ANDREWS DR
HIGH POINT NC 27265

HIGH POINT BANK & CO
PO BOX 2270
HIGH POINT NC 27261

HOOKS, B F
425 CAREY AVE
HIGH POINT NC 27262

HOSPICE OF THE PIEDMONT INC
1801 WESTCHESTER DR
HIGH POINT NC 27262

HUNT, DOROTHY W
PO BOX 272
WALLBURG NC 27373

JAEGER, DELORIS K ; NELSON, RUBY K
415 ROYAL OAK AVE
HIGH POINT NC 27262

LING, MABEL SHELTON
611 WHITTIER AVE
HIGH POINT NC 27262

MCCARTER, ROSEANNA
609 WHITTIER AVE
HIGH POINT NC 27262

MYERS, BILLY ; MYERS, DAISY H
617 WHITTIER AVE
HIGH POINT NC 27262

NELSON, FRANLIN P ; NELSON, MICHELLE R
412 NORTH WARD AVE
HIGH POINT NC 27262

NIEVES, LETTERIA
413 CAREY AVE
HIGH POINT NC 27262

PHELPS, PATRICIA C
1416 WALES DR
HIGH POINT NC 27262

PPRC NURSING HOME INC
1701 WESTCHESTER DR
HIGH POINT NC 27262

SKEEN, TIMOTHY J
440 MCDOWELL RD
WINSTON SALEM NC 27107

TAYLOR FAMILY PROPERTIES LLC
1645 WESTBROOK PLAZA DR
WINSTON SALEM NC 27103

TREMBLEY, ALLISON
415 CAREY AVE
HIGH POINT NC 27262

TURNER, MILDRED H
3589 SHARON DALE DR
HIGH POINT NC 27263

WESTCHESTER CHRISTIAN CENTER INC
SUITE 400
1701 WESTCHESTER DR
HIGH POINT NC 27262

May 31, 2011

Re: Neighbor Information Meeting, Wednesday, June 8, 2011
Hospice of the Piedmont re-zoning request

Dear Neighbor,

We want to inform you that Hospice of the Piedmont plans to request state approval to add 4 additional patient rooms to our facility located at 1803 Westchester Drive. This addition would require us to amend our current zoning and incorporate property located at 420 Carey into our campus.

As neighbors, we want you to be fully aware of our project, and we will welcome your comments and questions. The addition will match our current building and landscape design. Public access will continue to be through our current parking lot which is accessed through two entrances located on Whittier Ave.

We invite you to learn more at a meeting that we have scheduled for Wednesday, June 8, 2011 at 6:00 p.m. The meeting will be held in our administrative offices at 1801 Westchester (yellow building), High Point, NC.

We are enclosing a required statement provided by the High Point Planning and Development Department outlining the purpose of a citizen information meeting and the zoning process.

Thank you for your interest.

Sincerely,

Leslie Kalinowski
President and CEO



**City of High Point
Conditional Zoning District
Citizen Information Meetings**

Anyone planning to file a zoning application for a conditional zoning district from the City of High Point is required to hold a citizen information meeting prior to filing the application. This requirement applies only to an application for a conditional zoning district or an application to amend a previously approved conditional zoning district. Conditional zoning is a type of zoning where property owners can impose specific conditions or restrictions on the development and use of their property, and where the conditions are enforceable by the City regardless of the property's future ownership.

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

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

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

Administration
336.883.3328

Planning Services
336.883.3328

Development Services
336.883.3328

Inspection Services
336.883.3151

Planning & Development Department, the applicant submits to the City a written report of the citizen information meeting(s). At a minimum, this report records the property owners notified; date, time and location of the meeting(s); the written description of the development proposal; and any comments, ideas or suggestions from citizens that were incorporated into the development proposal.

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

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

No condition can be included in a conditional zoning district that specifies ownership status, race, religion or characteristics of the development's occupants, the minimum size of a dwelling, the minimum value of buildings or improvements, or ones that otherwise excludes specific races, religions or classes of people.

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

Contact:

Planning & Development Department
336-883-3328
www.highpointnc.gov/plan/

Attendees

[illegible]

**DEPARTMENT OF PLANNING AND DEVELOPMENT
INSPECTION SERVICES DIVISION
HOUSING ENFORCEMENT**

**ORDINANCE
REQUEST:**

Ordinance to Vacate

**PROPERTY
ADDRESS:**

409 Greer Avenue

OWNER:

Sunrise & Sons LLC

**FIRST
INSPECTION
4-29-2011**

Number of Violations: Major 3 Minor 7
1) numerous cracks and holes in the foundation wall around the dwelling
2) inoperable smoke detector in hallway
3) water lines to water heater not properly supported

**HEARING
RESULTS:
5-16-2011**

The owner did not appear for the hearing. During the hearing, the following findings of fact were established. There are numerous violations of the Minimum Housing Code. The inspection was in response to complaints from tenant. At the time of the initial inspection, the dwelling was occupied by two adults and three children. The unit is still occupied. The ordinance is requested to allow the inspector to vacate, close and placard the dwelling in accordance with State statutes.

**ORDER(S)
ISSUED:
5-16-2011**

Order to Repair with a compliance date of 6-16-2011

APPEALS:

No appeals to date.

**OWNER
ACTIONS:**

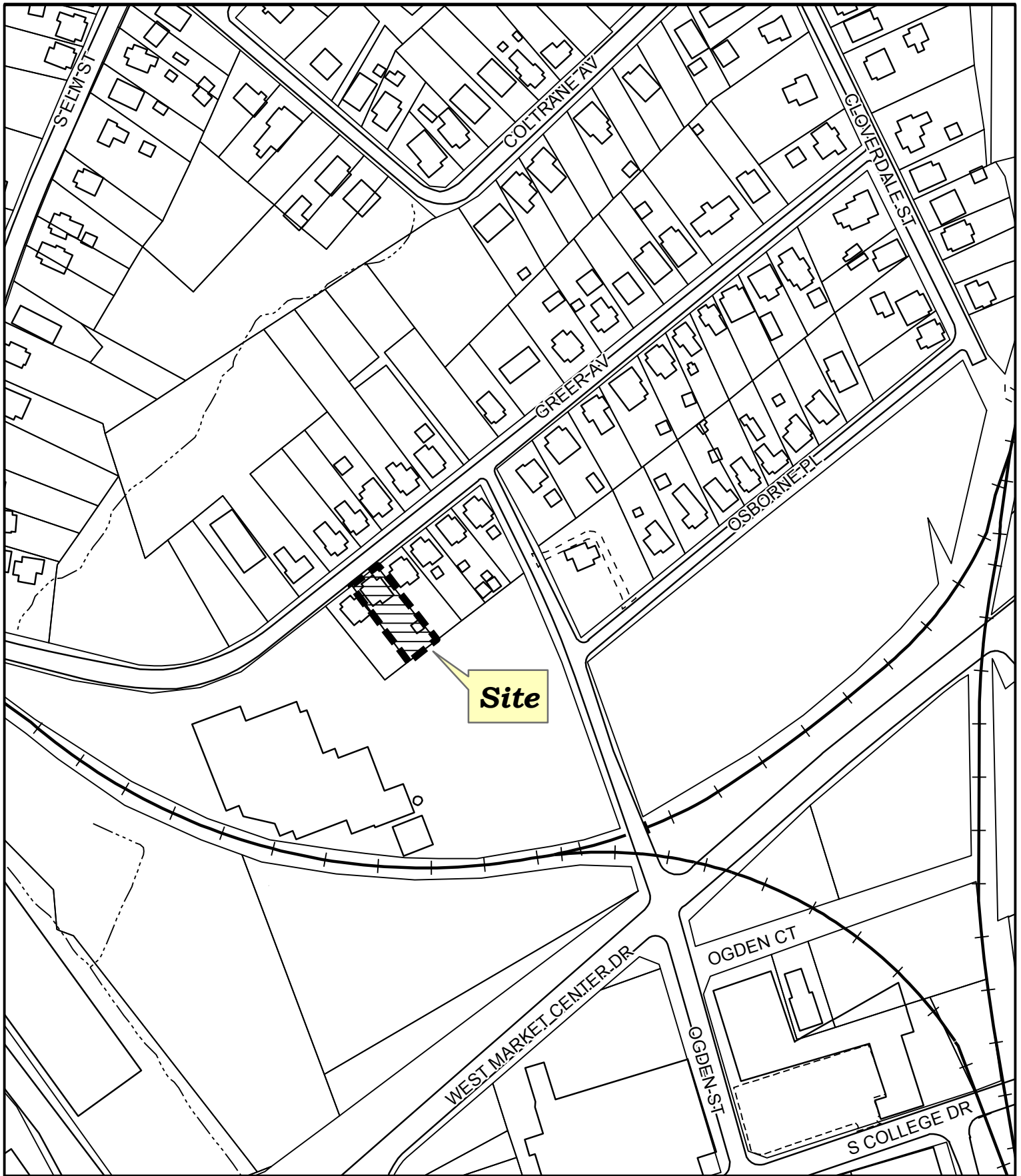
There have been no permits issued and repairs have not started.

EXTENSIONS:

None requested by the owner.

**CURRENT
STATUS:
7-11-2011**

Conditions still exist. Dwelling is still occupied



409 Greer Avenue

Ordinance to Vacate/Close



Location of subject property

**Department of Planning
and Development**

City of High Point

Date: July 11, 2011



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



409 Greer Avenue



409 Greer Avenue

**DEPARTMENT OF PLANNING AND DEVELOPMENT
INSPECTION SERVICES DIVISION
HOUSING ENFORCEMENT**

**ORDINANCE
REQUEST:**

Ordinance to Demolish

**PROPERTY
ADDRESS:**

1608 Forrest Street

OWNER:

Gordon Lupton Jenkins Jr

**FIRST
INSPECTION:**
1-6-2011

Number of Violations: Unsafe 21 Minor 18
**Upon inspection, the dwelling shows evidence of severe structural deterioration, including interior and exterior walls, entire roof and floor systems as well as electrical and plumbing systems.

**HEARING
RESULTS:**
1-24-2011

The owner did not appear for the hearing but contacted the inspector by phone to discuss violations. The owner indicated that it is his intent to demolish the dwelling as it is not repairable. During the hearing, the following findings of fact were established. There are numerous violations of the Minimum Housing Code. There are structural violations creating an unsafe dwelling. Due to the deteriorated condition of the dwelling and the associated blight on the neighborhood and that fact that the repairs exceed 50% of the tax value, the Order to Repair or Demolish was issued. The Guilford County Tax value of the dwelling is \$22,300.00. The repair estimate is \$33,500.00

**ORDER(S)
ISSUED:**
1-24-2011

Order to Repair or Demolish compliance date of 5-25-2011

APPEALS:

No appeals to date.

**OWNER
ACTIONS:**

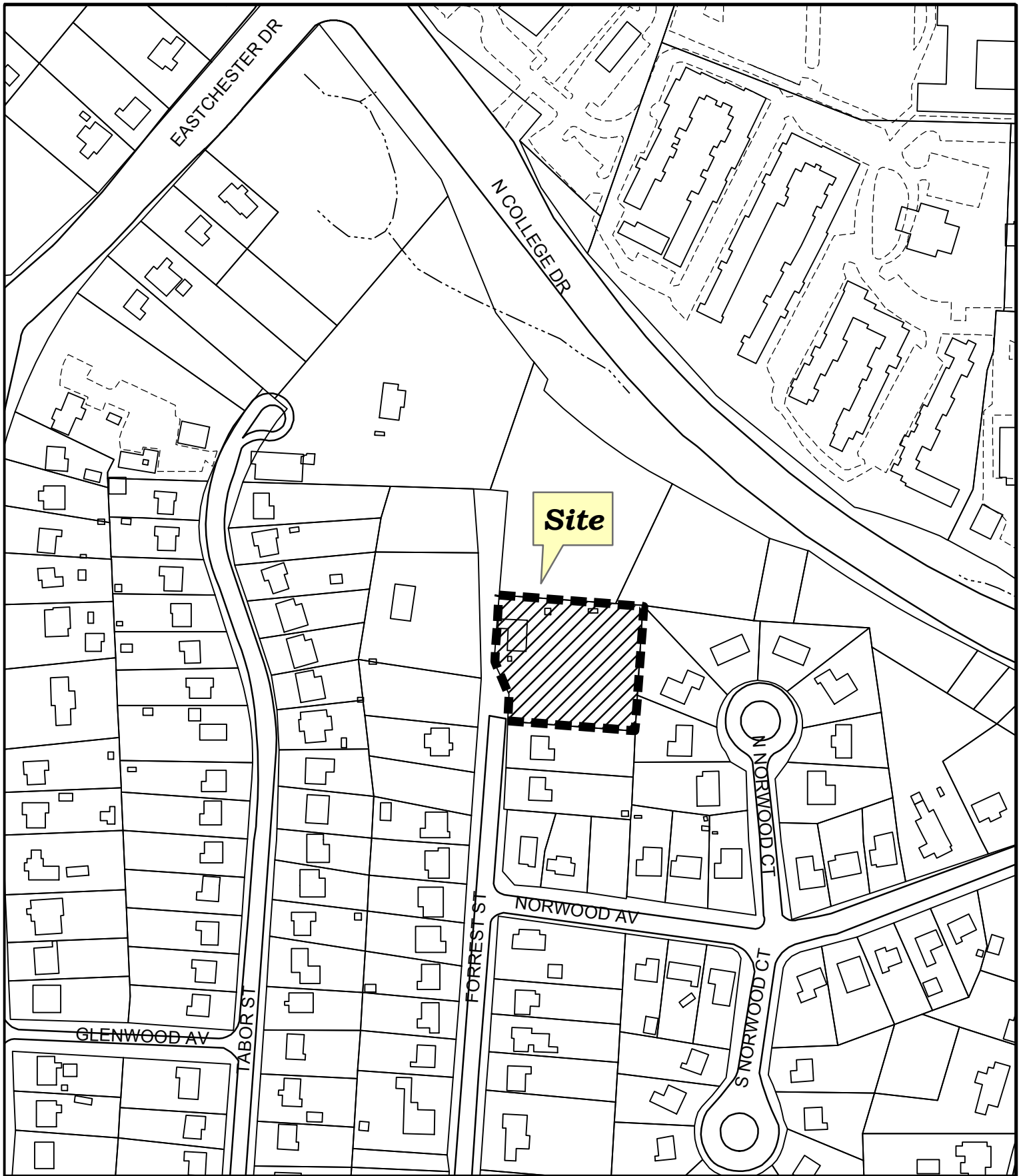
There have been no permits issued and repair or demolition has not started.

EXTENSIONS:

None requested

**CURRENT
STATUS:**
7-11-2011

Conditions still exist. Dwelling appears to be occupied periodically by the former tenant.



1608 Forrest Street

Ordinance to Demolish



Location of subject property

**Department of Planning
and Development**

City of High Point

Date: July 11, 2011



Scale: 1"=200'

y:/ba-pz/Inspections/
ord-demo.mxd



1608 Forrest Street



1608 Forrest Street