

City of High Point

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

Meeting Agenda

Tuesday, January 19, 2010

4:45:00 PM

Council Chambers

Committee of the Whole

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

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

Committee Members - Bencini, Douglas, Alexander

100014 Budget Ordinance Amendment - America Works Program

Council is requested to adopt an ordinance amending the 2009-2010 Budget Ordinance to appropriate funds in the amount of \$100,000 for the America Works Project.

090289 Contract - America Works of North Carolina, Inc.

Council is requested to authorize the City Manager to execute an agreement between the City of High Point and America Works of North Carolina, Inc. to work with the High Point Police Department and High Point Community Against Violence.

100011 Purchase of Property - 902 Lindsay Street - Lindsay Street Widening Project

Council is requested to authorize staff to proceed with the purchase of property located at 902 Lindsay Street in the amount of \$50,300 belonging to William Charles Johnson. This property is needed for the Lindsay Street widening project.

100012 Budget Ordinance Amendment - Lease Proceeds - 607 Idol Street

City Council is requested to approve a budget amendment for the lease proceeds for the purchase of property located at 607 Idol Street; and to amend the annual budget for the rental income and expenses on the property for the remainder of the current fiscal year.

Pending Items**090050 Revised Economic Incentive Policy**

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

3/5/2009

Committee of the Whole referred

Committee of the Whole

PUBLIC SAFETY COMMITTEE - Council Member Faircloth, Chair

Committee Members - Douglas, Pugh, Alexander

100010 Ordinance - Vacate/Close Dwelling - 3010-1B Ingleside Drive - Ingram

Council is requested to adopt an ordinance ordering the housing inspector to effectuate the vacating and closing of a dwelling located at 3010-1B Ingleside Drive belonging to Randy and Clinton Ingram.

PUBLIC SERVICES COMMITTEE - Council Member Sims, Chair

Committee Members - Blakeney, Faircloth, Whitley, Alexander

100015 Water Distribution System Issues - Update from Staff

Staff will update the City Council on our water distribution system issues.

PLANNING & DEVELOPMENT COMMITTEE - Council Member Bencini, Chair

Committee Members - Blakeney, Pugh, Sims, Faircloth

100003 Minor Amendment to SUP 07-02 - High Point University

Consideration of a minor amendment to the sketch plan for Special Use Permit 07-02. The site is lying at the southeast corner of Montlieu Avenue and N. College Drive.

PUBLIC HEARINGS ON ITEMS**Planning & Development Committee - Council Member Bencini, Chair****100004 Annexation Ordinance 09-04 - Green/Henson - Dilworth Road**

Consideration of a voluntary contiguous annexation for an approximately 1.3 acre parcel. The proposed annexation site is lying along the east side of Dilworth Road, approximately 600 feet north of the Skeet Club Road. The site is addressed as 204 Dilworth Road, and is also known as Guilford County Tax Parcel 17-94-6952-0-1219-00-015.

100005 Ordinance - Rezoning Case 09-11 - Warren - Dilworth Road

A request by Steve Warren to rezone an approximately 1.3 acre parcel from the Residential Single Family-40 (RS-40) District, within Guilford County's zoning jurisdiction, to a Residential Single Family-15 (RS-15) District. The site is lying along the east side of Dilworth Road, approximately 600 feet north of the Skeet Club Road (204 Dilworth Road).

100006 Major Amendment to Conditional Use Permit 05-10 - Shadybrook Partners

a. A request by Shadybrook Partners to amend Conditional Use Permit 05-10 pertaining to development/dimensional & density standards for Tract B of the development. The site is lying at the northeast corner of Deep River Road and Willard Road.

b. A request by Shadybrook Partners to amend Tract "B" of the Unified Development Plan for Conditional Use Permit 05-10.

100007**Resolution - Street Abandonment 09-23 - City of High Point**

A request by the Technical Review Committee to abandon an unimproved portion of an unnamed right-of-way located on the south side of Monnell Drive between First and Second Streets.

100008**Resolution - Street Abandonment 09-24 - City of High Point**

A request by the Technical Review Committee to abandon an unimproved portion of an unnamed right-of-way (referenced as "Riding Lane" on Plat Book 20, Page 22) located between Dogwood Circle south of Dogwood Court.

100009**Resolution - Street Abandonment 09-25 - City of High Point**

A request by the Technical Review Committee to abandon an unimproved portion of an unnamed right-of-way (referenced as "Horney Street" on Plat Book 14, Page 52) located between Bridlewood Avenue and Buena Vista Avenue, lying east of Skeet Club Road.

ADJOURNMENT

BECKY SMOTHERS

From: William Brooks Millis [billmillis@northstate.net]
Sent: Thursday, December 10, 2009 11:25 AM
To: Bill Bencini; jbe@northstate.net; ken.hughes@ks-tool.com; dsmillerinc@northstate.net; joe@rawley.com; ed@sartinservices.com; zingo21@triad.rr.com; scott_tilley@ml.com; dscarbor@highpoint.edu; edprice@edpricetriad.com; joe@rawley.com; paul@hpcommunityfoundation.org
Cc: BECKY SMOTHERS; STRIB BOYNTON; JIM FEALY; Jim Summey
Subject: Exciting News!

Just wanted to give you all an update on HPCAV and the America Works program. If you remember, about two years ago when Ed Price and Paul Lessard and I met with Chief Fealy and Marty Sumner to find out what the business community and others from High Point could do to assist with the effort to reduce drugs and crime, after enlightning us about the success of HPCAV, Chief Fealy said that HPCAV needed two things: one, an Exec. Director (which we now have with Jim Summey), and two, a jobs program (like America Works) to help put violent, repeat offenders to work.

After getting Jim Summey on board early this year, we began discussing the jobs program, had Peter Cove and his staff come down to High Point, and after agreeing that HPCAV and High Point really needed to move forward with America Works, we received a \$50,000 challenge gift which would require us to "raise" another \$50,000, which is the \$100,000 that America Works said they would require to set up and staff the America Works program here in High Point. Well, the \$100,000 has been raised (it is my understanding that the City of High Point is investing \$45,000 of the \$100,000 ~ so a BIG THANK YOU to the City of High Point!), and Jim Summey and the City will be executing the contract with America Works very soon.

And as you probably remember, based upon the number of violent, repeat offenders the HPPD has identified (80-100/year for the next 3-4 years), and at a cost/payment to America Works of around \$5,000/person to secure a job, we will need \$400,000-\$500,000/year for the next several years. Due to the success of HPCAV working with the High Police Department, Jim Summey has a meeting scheduled for next Wednesday in Washington with Congressman Coble, representatives from Kay Hagan's office, hopefully Richard Burr, hopefully Patrick Lahey, and maybe others, along with either Peter Cove or representatives from America Works, to present the case for federal funding for our America Works program here in High Point. Chief Fealy and Jim Summey feel pretty confident that especially now that they can state that the America Works jobs program has been under written here in High Point, that the additional funding will be forthcoming! This is great news for the City of High Point, and I just had to share this exciting news with you all.

Thank you all for all of your effort and support and we all thank all of the volunteers of HPCAV and our incredible Police Department, and the support from the City of High Point, for helping make High Point a much safer place to live!
And a very Merry and Blessed Christmas to you all, Bill

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January 13, 2010

MEMORANDUM

TO: Strib Boynton
City Manager

FROM: Louanne C. Hedrick
Budget & Evaluation Officer

SUBJECT: Agenda Item for City Council

Attached is a budget amendment relating to the America Works Program. The amendment appropriates the contributions received as well as the City funds for the project.

Pat Pate, Chief Jim Fealy, or I will be available to answer any questions you may have.

cc: Pat Pate
Randy McCaslin
Chief Jim Fealy

"AN ORDINANCE AMENDING THE 2009-2010 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS FOR AMERICA WORKS OF NC INC.

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

Section 1. The City has agreed to authorize the execution of an agreement with America Works of North Carolina to work with the High Point Police Department and the High Point Community Against Violence.

Section 2. Funding for the contract will consist of \$55,000 in contributions and \$45,000 from City Funds. In order to appropriate these funds, the Budget Ordinance of the City of High Point would need to be amended as follows:

(A) That the following General Fund revenues be amended as follows:

Contributions (451102)	\$ 55,000
City Funds	<u>45,000</u>
	\$100,000

(B) That the following General Fund expenditures be amended as follows:

Police Expenditures	\$ 100,000
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Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

Adopted this _____ day of January, 2010

Right of Way

Henry T. Moon, III
RIGHT OF WAY AGENT



MEMO

January 4, 2010

To: Fred Baggett

From: Henry T. Moon

Henry T. Moon

Re: 902 Lindsay Street

Please place subject property on the 1/19/10 Council agenda for approval to purchase same. It is being purchased for the tax value of \$50,300 for the Lindsay Street widening project. I have given Cindy the map for Council.

Please advise if you have any questions.

Cc: Pat Pate
Cindy Smith ✓
Mark McDonald

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.

311

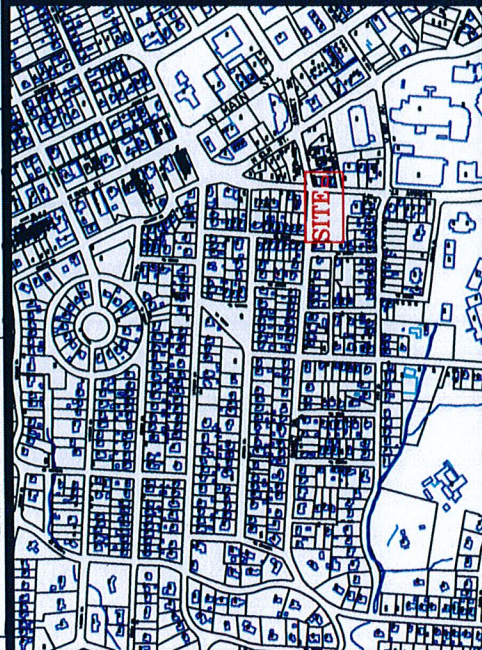
309

307

305

301

VICINITY MAP : NOT TO SCALE



SUNSET DR.

LINDSAY ST.

906

904

902

900

MAPLE PL.

CITY OF HIGH POINT
NORTH CAROLINA

ENGINEERING SERVICES
DEPARTMENT

PURCHASE OF PROPERTY FOR LINDSAY ST.
WIDENING

Property of Mr. William Charles Johnson
902 Lindsay Street
APPROXIMATELY 0.066 ACRES
TM 18-216-1-16 (DB 2789 Pg 446)

SCALE: N.T.S.

BY: MBN

PROJECT: 2435 DATE: DEC 2009

PLANNING AND ZONING COMMISSION RECOMMENDATION

On December 15, 2009, a public hearing was held before the Planning and Zoning Commission regarding the request described below. All members of the Commission were present except Mr. Andrew Putnam and Jay Wagner.

City of High Point

Street Abandonment Case 09-23

A request by the Technical Review Committee to abandon an unimproved portion of an unnamed right-of-way located on the south side of Monnell Drive between First and Second Streets.

Mr. Schroeder presented this request and recommended approval of the case as outlined in the staff report.

No one spoke in favor or in opposition.

Speaking neither in favor nor against was Mr. Keith Watson of 314 Monnell Drive, neighbor. Mr. Watson wanted to ensure that the right-of-way was split fairly between both property owners.

The Planning & Zoning Commission recommended ***approval*** of Street Abandonment Case 09-23 by a vote of 6-0.

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

**STAFF REPORT
STREET ABANDONMENT CASE 09-23
December 15, 2009**

Request	
Applicant: City of High Point Technical Review Committee	Proposal: Abandonment of an unimproved right-of-way identified as Central Street on Plat Book 6 Page 216 located on the south side of Monnell Drive between First and Second streets.

Adjacent Streets		
Name:	Classification:	Right-of-Way and Pavement Width:
Monnell Drive	Local Street	40 ft. right-of-way – 18 ft. ribbon pavement
Central Street	Unimproved	30 ft. right-of-way – contains gravel driveways

Adjacent Property Zoning and Current Land Use		
North:	Residential Single-Family-7 (RS-7)	Single-family residences
South:	Residential Single-Family-7 (RS-7)	Single-family residences
East:	Residential Single-Family-7 (RS-7)	Single-family residences
West:	Residential Single-Family-7 (RS-7)	Single-family residences

Analysis

The right-of-way being considered for abandonment is approximately 0.17 acres in area being approximately 30 feet in width by 250 feet in length. The western third of the right-of-way contains driveways that serve existing single-family homes to the north and south. The remainder of the right-of-way is maintained yard and wooded and has a very slight fall from west to east. At 30 feet wide the right-of-way does not have sufficient width to be improved to City standards. No utilities are present within the right-of-way.

Findings

The Technical Review Committee (TRC) reviewed this request on October 14, 2009 and identified no issues that would prevent its abandonment.

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

Recommendation

The Planning and Development Department recommends approval of the requested street right-of-way abandonment based on preliminary findings that it is not contrary to the public interest,

and that no property in the vicinity of the street abandonment would be deprived of reasonable means of ingress or egress.

Report Preparation

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



STREET ABANDONMENT REQUEST SA09-23

Applicant: Technical Review Committee

Area: 0.18 acres



Location of requested street abandment

Planning & Development
Department

City of High Point

Date: November 30, 2009



Scale: 1"=200'

y/ba-pz/2009/pz/sa09-23.mxd

Attachments: Photographs (December, 2009) and Aerial (February, 2008)



Improved driveways within the right-of-way. Looking south from Monnell Drive



Another picture from Monnell Drive looking south.



Aerial with the abandonment area highlighted.

PLANNING AND ZONING COMMISSION RECOMMENDATION

On December 15, 2009, a public hearing was held before the Planning and Zoning Commission regarding the request described below. All members of the Commission were present except Mr. Andrew Putnam and Jay Wagner.

City of High Point

Street Abandonment Case 09-25

A request by the Technical Review Committee to abandon an unimproved portion of an unnamed right-of-way (referenced as “Horney Street” on Plat Book 14, Page 52) located between Bridlewood Avenue and Buena Vista Avenue, lying east of Skeet Club Road.

Mr. Schroeder presented this request and recommended approval of the case as outlined in the staff report.

No one spoke in favor or in opposition.

The Planning & Zoning Commission recommended ***approval*** of Street Abandonment Case 09-25 by a vote of 6-0.

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

**STAFF REPORT
STREET ABANDONMENT CASE 09-25
December 15, 2009**

Request	
Applicant: City of High Point Technical Review Committee	Proposal: Abandonment of an unimproved portion of an unnamed right-of-way (referenced as “Horney Street” on Plat Book 14 Page 52) located between Bridlewood Avenue and Buena Vista Avenue, lying east of Skeet Club Road.

Adjacent Streets		
Name:	Classification:	Right-of-Way and Pavement Width:
Bridlewood Avenue	Local Street	40 ft. right-of-way – 20 ft. ribbon pavement
Buena Vista Avenue	Local Street	40 ft. right-of-way – 20 ft. ribbon pavement
Horney Street	Unimproved	40 ft. right-of-way – unimproved

Adjacent Property Zoning and Current Land Use		
North	Right-of-way	Bridlewood Avenue
East	Residential Single-Family-15 (RS-15)	Single-family residences
South	Right-of-way	Buena Vista Avenue
West	Residential Single-Family-15 (RS-15)	Single-family residences

Analysis
The right-of-way being considered for abandonment is approximately 0.55 acres in area being approximately 40 feet in width by 600 feet in length. The right-of-way (right-of-way) appears to contain improved driveways serving the properties to the east and west. The driveway improvements do not appear to cross beyond the centerline of the unimproved right-of-way. The topography within the right-of-way is generally flat. At 40 feet wide the right-of-way does not have sufficient width to be improved to City standards. Improving the right-of-way would provide little benefit for additional street connectivity and residential lot development. No utilities are present within the right-of-way.

Findings
The Technical Review Committee (TRC) reviewed this request on November 11, 2009 and identified no issues that would prevent its abandonment. This abandonment of the public’s interest and conveyance of the right-of-way to the abutting property owners, as provided by state statutes, is found not to be contrary to the public’s interest and found not to deprive owners in the vicinity of the right-of-way or in the subdivision reasonable means of ingress and egress to their property.

Recommendation

The Planning and Development Department recommends approval of the requested street right-of-way abandonment based on preliminary findings that it is not contrary to the public interest, and that no property in the vicinity of the street abandonment would be deprived of reasonable means of ingress or egress.

Report Preparation

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



STREET ABANDONMENT REQUEST SA09-25

Applicant: Technical Review Committee
Area: 0.72 acres



Location of requested street abandment

**Planning & Development
 Department**

City of High Point

Date: November 30, 2009



Scale: 1"=200'
 y:/ba-pz/2009/pz/sa09-25.mxd

Attachments: Photographs (December, 2009) and Aerial (February, 2008)



Looking north from Buena Vista Avenue.



Looking south from Bridlewood Avenue.



Aerial with the abandonment area highlighted.

PLANNING AND ZONING COMMISSION RECOMMENDATION

On December 15, 2009, a public hearing was held before the Planning and Zoning Commission regarding the request described below. All members of the Commission were present except Mr. Andrew Putnam and Jay Wagner.

Steve Warren

Zoning Case 09-11

A request by Steve Warren to rezone an approximately 1.3 acre parcel from the Residential Single Family-40 (RS-40) District, within Guilford County's zoning jurisdiction, to a Residential Single Family-15 (RS-15) District. The site is lying along the east side of Dilworth Road, approximately 600 feet north of the Skeet Club Road (204 Dilworth Road).

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

The applicant was present at the meeting to address any questions. No one spoke in favor or in opposition.

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

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

**STAFF REPORT
ZONING CASE 09-11
December 15, 2009**

Request	
Applicant: Steve Warren	Owner(s): Willie D. Green & Janice Green; and Patty Green Henson & Bobby Henson
Proposal: For initial City zoning. (accompanying voluntary annexation petition)	From: RS-40–Residential Single Family-40 District (<i>Guilford County</i>)
	To: RS-15–Residential Single Family-15 District

Site Information	
Location:	Lying along the east side of Dilworth Road, approximately 600 feet north of Skeet Club Road (204 Dilworth Road).
Tax Parcel Numbers:	17-94-6952-0-1219-00-015 (<i>Guilford County</i>)
Site Acreage:	1.3 acres.
Current Land Use:	Single family dwelling.
Physical Characteristics:	The site is relatively flat with no unique features.
Water and Sewer Proximity:	An 8-inch City water and sewer line are both lying adjacent to the site within the Dilworth Road right-of-way.
General Drainage and Watershed:	The site drains in a general west to east direction and development is subject to the Oak Hollow Lake Watershed Critical Area (WCA) requirements. The site is within Tier 4 of this WCA which limits development to 2 dwelling units per acre or 50% built-upon area.
Overlay District(s):	Oak Hollow Lake Watershed Critical Area; Tier 4.

Adjacent Property Zoning and Current Land Use		
North:	RS-15–Residential Single Family-15	Single family dwelling
South:	RS-15–Residential Single Family-15	Single family dwelling
East:	RS-15–Residential Single Family-15	Single family dwelling
West:	RS-12–Residential Single Family-12	Single family dwelling

Relevant Land Use Policies and Related Zoning History	
Land Use Plan Map Classification:	Low-Density Residential: These areas include primarily single family detached dwellings on individual lots. Development densities in these areas shall not exceed five dwelling units per gross acre.
Land Use Plan Goals, Objectives and	Goal 1: Ensure that development respects the natural environment.

Policies:	Objective 2. Protect and preserve environmentally sensitive locations including designated open space and watershed critical areas from inappropriate development.
Relevant Area Plan(s):	None
Zoning History:	Recent zoning activity in this area (along east side of Dilworth Road) has consisted of annexations and zoning of larger lot single family parcels to the RS-15 District in order to obtain City utilities. • <u>Zoning Case 99-24:</u> 206 & 210 Dilworth Road. Two parcels totally 1.95 acres directly north of this current zoning request (Aug. 1999). • <u>Zoning Case 01-16:</u> 202 Dilworth Road. A one acre parcel directly south of this current zoning request (Aug. 2001). • <u>Zoning Case 05-26:</u> 212 Dilworth Road. A one acre parcel approximately 230 feet north of this current zoning request (Aug. 2001).

Transportation Information					
Adjacent Streets:	Name		Classification		Approx. Frontage
	Dilworth Road		Minor Thoroughfare		154 ft.
Vehicular Access:	The existing single family house has a driveway from Dilworth Road.				
Traffic Counts: (Average Daily Trips)	Skeet Club Road & Johnson Street			10,200 ADT (2007, over a 12-hour period)	
Estimated Trip Generation:	Less than 10 vehicle trips/day.				
Traffic Impact Analysis:	Required			Comment	
	☐	Yes	☐		
Pedestrian Access:	As part of the Skeet Club Road widening TIP project (U-3615A), sidewalks will be constructed on both sides of Skeet Club Road. This project is currently unfunded.				

Details of Proposal

The applicant is requesting voluntary annexation and corresponding City zoning in order to connect to city utilities. The site's well has recently failed and the property owner desires to connect to City utilities. This site is surrounded by the City's corporate limits in an area zoned RS-15 and RS-12, with adjacent uses consisting of single family dwellings. The applicant is requesting RS-15 District, which is the zoning upon abutting properties along the east side of Dilworth Road.

Identified Issues

Major Issues:

❖ None

Minor Issues:

❖ None

Recommendation

Staff Recommends Approval:

The requested RS-15 District will be in harmony with the area in which it is to be located and in general conformity with the plan of development of the City of High Point. The Planning and Development Department recommends approval of the requested RS-15 District zoning upon the property.

Required Action

Planning and Zoning Commission:

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

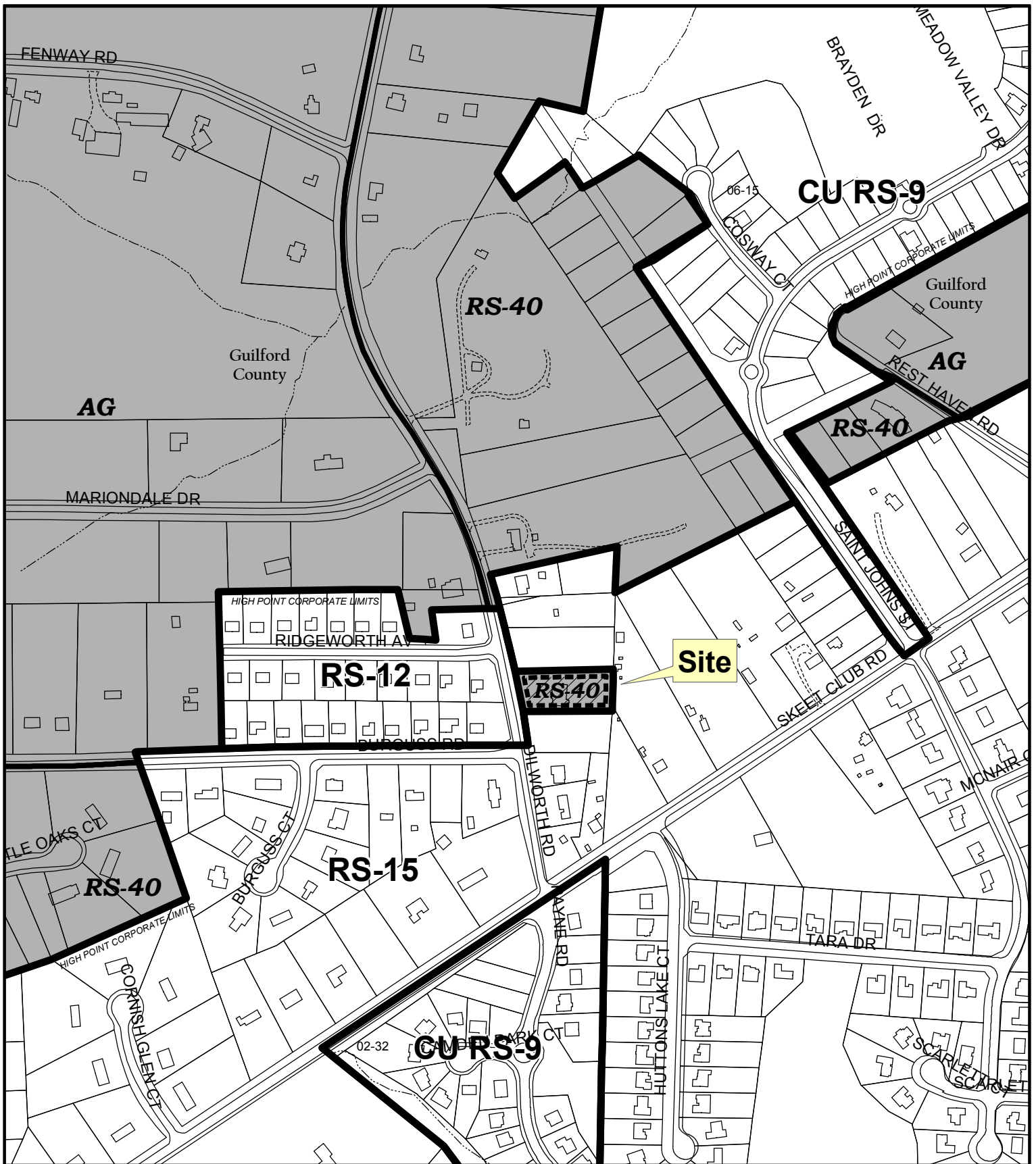
City Council:

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

In addition, the City Council must, prior to adopting or rejecting any zoning amendment, explain why it considers the action taken to be reasonable and in the public interest. In this case, staff suggests that the approval of the applicant's request is reasonable and in the public interest because: 1) the requested RS-15 District is consistent with the Land Use Plan, 2) the requested RS-15 District is not introducing any new uses into this area and reflects the larger lot size of existing single family dwellings along the east side of this segment of Dilworth Road; and 3) The requested RS-15 District is compatible and in harmony with adjacent uses. The City Council may adopt this statement, it may add to or change this statement, or, if the Council is in disagreement with the above statement it will need to formulate its own reasonableness / public interest statement.

Report Preparation

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



REZONING CASE 09-11

From: Residential Single Family-40 (Guilford County)
To: Residential Single Family-15

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

**Planning & Development
 Department**

City of High Point

Date: November 24, 2009



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REZONING CASE 09-11

Land Use Plan

Existing Land Use Plan
Subject Property Boundary



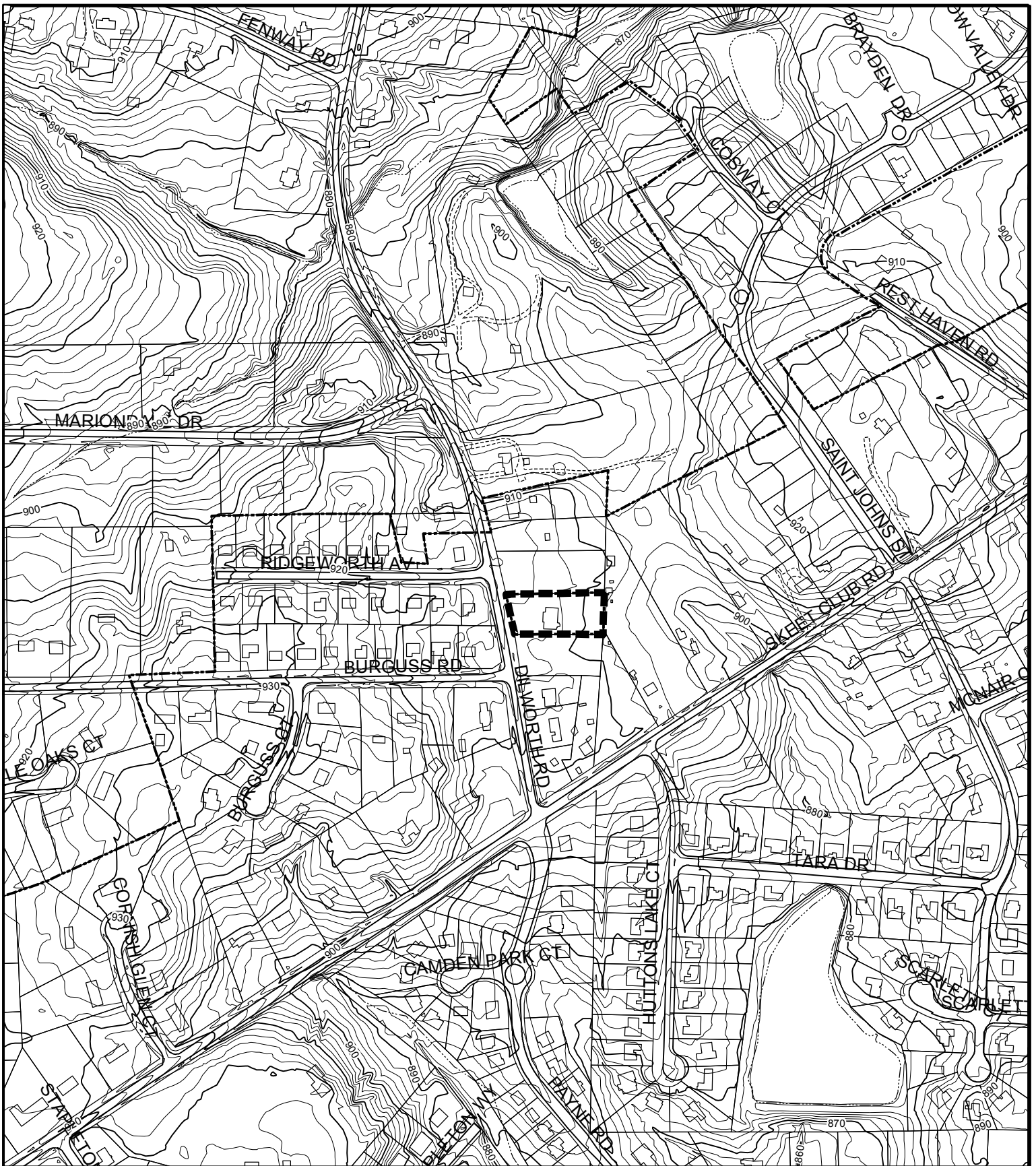
**Planning & Development
 Department**

City of High Point

Date: November 24, 2009



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REZONING CASE 09-11

Topography

Subject Property Boundary - - - - -

Planning & Development
Department

City of High Point

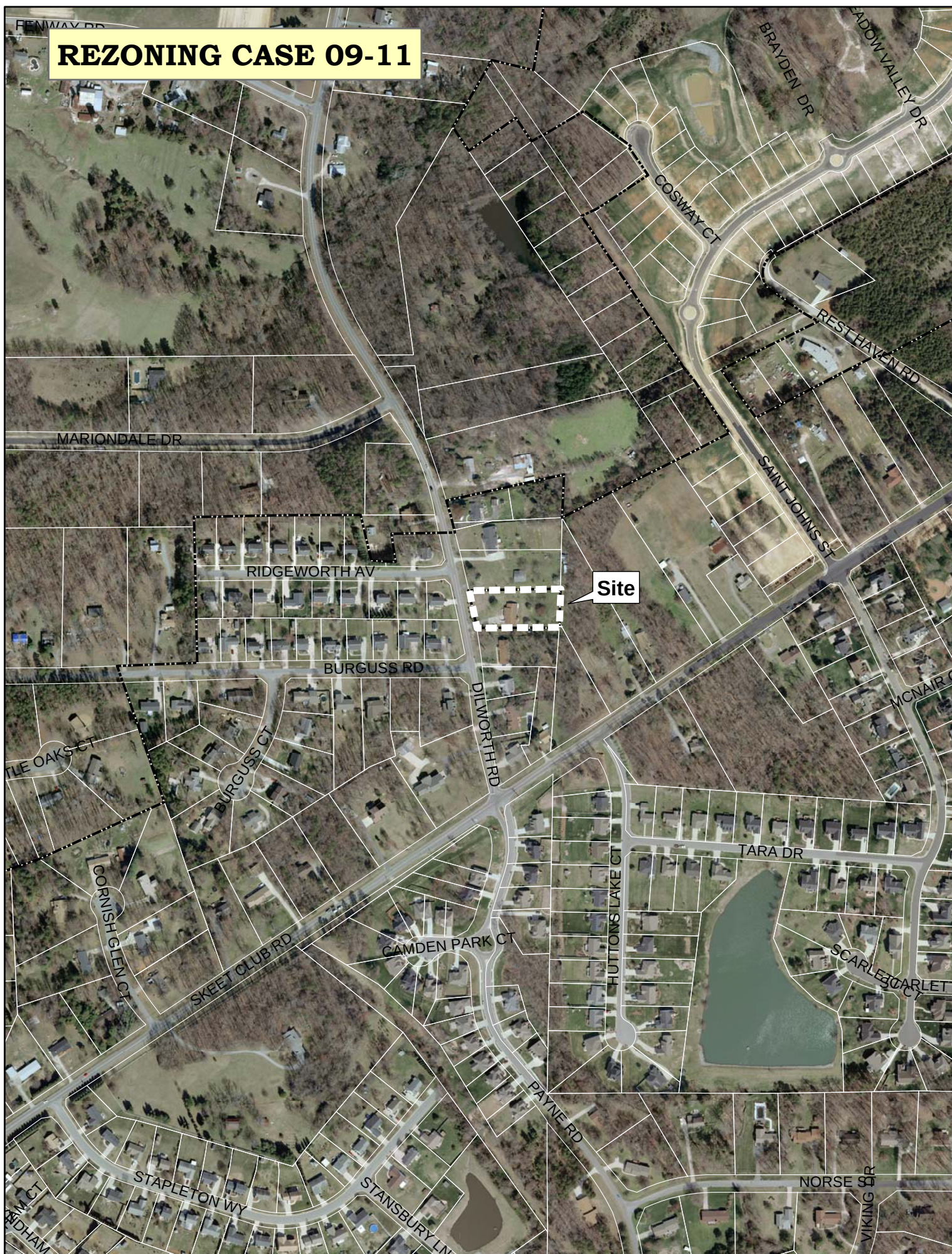
Date: November 30, 2009



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REZONING CASE 09-11



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

ORDINANCE

REQUEST: Ordinance to Vacate/Close

PROPERTY

ADDRESS: 3010-1B Ingleside Drive

OWNER: Randy and Clinton Ingram

FIRST

INSPECTION: Number of Violations: Unsafe 1_Minor n/a
*no heat – broken heat coil
1-6-2010

HEARING

RESULTS: City Council agenda 1-19-2010

ORDER(S)

ISSUED: Order to Repair Unsafe Equipment – 48 Hour
1-6-2010 compliance date of 1-8-2010

APPEALS: None

OWNER

ACTIONS: Owner has ordered part but not installed

STATUS OF

CLOSED DWELLINGS:
n/a Occupied

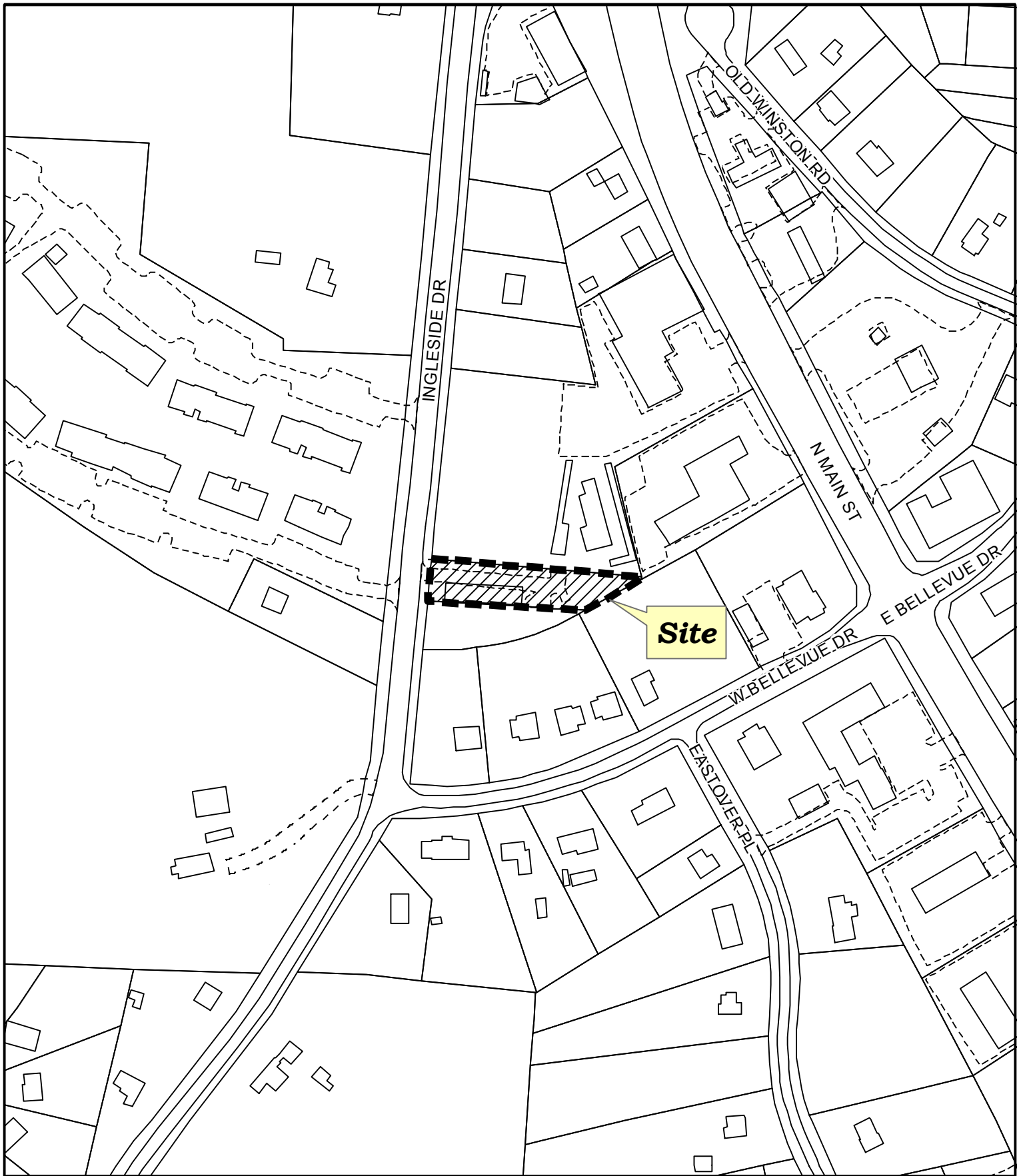
COMPLIANCE

DATE STATUS: Conditions still exist
1-8-2010

EXTENSIONS: none requested

STAFF COMMENTS:

Owner has ordered replacement part, but has not come as of the compliance date.



3010-1B Ingleside Drive

Ordinance to Vacate/Close



Location of subject property

**Department of Planning
and Development**

City of High Point

Date: January 11, 2010



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



3010 – 1B Ingleside Drive

Planning & Development
Inspection Services Division



DEPARTMENT OF PLANNING AND DEVELOPMENT
Inspection Services

MEMO

To: Strib Boynton, City Manager

From: Katherine W. Bossi, Local Codes Enforcement Supervisor

Subject: 3010-1B Ingleside Drive- Ordinance to Vacate/Close

Date: January 19, 2010

Our department is requesting that the request referenced above be removed from the council agenda. The repairs have been made to the heating unit and it is now working properly.

Cc: Lee Burnette, Director of Planning and Development
Councilman John Faircloth

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.high-point.net/plan Permit Fax: 336.883.8518 TDD 336.883.8517

PLANNING AND ZONING COMMISSION RECOMMENDATION

On December 15, 2009, a public hearing was held before the Planning and Zoning Commission regarding the request described below. All members of the Commission were present except Mr. Andrew Putnam and Jay Wagner.

Shadybrook Partners

Major Amendment to Conditional Use Permit 05-10

- a. A request by Shadybrook Partners to amend Conditional Use Permit 05-10 pertaining to development/dimensional & density standards for Tract B of the development. The site is lying at the northeast corner of Deep River Road and Willard Road.
- b. A request by Shadybrook Partners to amend Tract "B" of the Unified Development Plan for Conditional Use Permit 05-10.

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

Speaking in favor of the request was Ms. Judy Stalder of 1814 Eastchester Drive, applicant's representative. Ms. Stalder explained that there is a builder willing to construct single family and townhome units but in order to make the townhome units feasible an increase in density is required. Therefore, they are requesting that the conditional use permit be amended slightly to allow for more density. She advised that the new townhome units will continue to be comparable in construction and design.

No one spoke in opposition.

Speaking neither in favor nor against the request was Mr. Mike Goodman of 2438 Willard Road, neighbor. Mr. Goodman stated that he had no concerns with the request; however he asked several questions pertaining to the location of the future access road from this development to Willard Road and future location of the greenway which may be near his property.

The Planning & Zoning Commission recommended **approval** of Major Amendment to Conditional Use Permit 05-10 by a vote of 6-0.

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

**STAFF REPORT
MAJOR AMENDMENT TO CONDITIONAL USE PERMIT 05-10
December 15, 2009**

Request	
Applicant: Shadybrook Partners	Owner(s): Shadybrook Partners Whitestone Master Homeowners Association Whitestone Townhome Homeowners Association
Proposal: The applicant is requesting a Major Amendment to CUP05-10 pertaining to development/ dimensional & density standards for Tract “B” of the development. The applicant is requesting the following changes to the development restrictions for Tract “B” (townhome tract) of the Whitestone subdivision: • To increase allowable number of townhome units from 43 to 50. • To increase maximum number of units in a building (<i>number of townhome units connected together</i>) from 4 to 6.	

Site Information	
Location:	Lying at the northeast corner of Deep River Road and Willard Road.
Tax Parcel Numbers:	274-2-19; 578-1-1 & 3 thru 14; 577-1-28 thru 37 and 577-1-6 thru 10.
Site Acreage:	Approximately 33.3± acres.
Current Land Use:	Townhome dwellings, multifamily dwellings, single family detached dwellings and undeveloped parcels.
Physical Characteristics:	Tract B of this development has been graded and the terrain leveled for future development.
Water and Sewer Proximity:	City water and sewer lines have been extended from Deep River Road and from the stream to the east through the entire Whitestone subdivision.
General Drainage and Watershed:	The site drains in a general southern and southeastern direction and development is subject to the City Lake General Watershed Area requirements. Engineered stormwater measures are required for multifamily development with a total impervious surface area greater than 24% of the site, and for single family developments with a gross density of 2 units per acre or more.
Overlay District(s):	High Point City Lake General Watershed area (GWA)

Adjacent Property Zoning and Current Land Use		
North:	CU RM-12 -Conditional Use Residential Multifamily-12 District CU-HB-Conditional Use Highway Business District	Multifamily development Retail nursery
South:	RS-15—Residential Single Family-15 District PI——Public & Institutional-District	Single family dwelling Church
East:	RS-12 —Residential Single Family-12 District	Single family dwellings
West:	RS-15 —Residential Single Family-15 District RS-12 —Residential Single Family-12 District	Single family dwellings Commercial retail use

Relevant Land Use Policies and Related Zoning History	
Land Use Plan Map Classification:	Low-Density Residential: These areas include primarily single family detached dwellings on individual lots. Development densities in these areas shall not exceed five dwelling units per gross acre. Office: This classification includes professional, personal and business service uses.
Land Use Plan Goals, Objectives and Policies:	The request is relevant to the following goal of the Land Use Plan: Goal #3: Provide a wide range of housing opportunities for families of all income levels;
Relevant Area Plan(s):	None
Zoning History:	The site was annexed and granted its current Conditional Use Planned Unit Development-Residential (CU-PDR) District zoning in May 2005. In September 2008, a minor amendment request was approved pertaining to the timing of development of the site as it related to the realignment of Deep River Road.

Transportation Information				
Adjacent Streets:	Name		Classification	Approx. Frontage
	Deep River Road		Major Thoroughfare	900 ft.
	Willard Road		Major Thoroughfare	635 ft.
Vehicular Access:	This subdivision has two existing access points on Deep River Road and can have one access point on Willard Road.			
Traffic Counts: (Average Daily Trips)	Deep River Road & Willard Road		2,700 ADT (2005)	
	Deep River Road & NC 68		33,700 ADT (2004)	
	(both counts over a 12-hour period)			
Estimated Trip Generation:	At build out the overall development will generate approximately 1,200 trips/day, 92 trips (entering & exiting) in the AM peak hour and 115 trips (entering & exiting) in the PM Peak hour.			
Traffic Impact Analysis:	Required		Comment	
	Yes	No		
		X		

Pedestrian Access:	As part of the Deep River Road realignment a 5 foot wide sidewalk will be constructed along the northside and a 10 foot wide sidewalk will be constructed on the southside of the newly aligned Deep River Road. This project is scheduled for construction in 2010. This project extends from Sunset Hollow Drive to Eastchester Drive.
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Details of Proposal

The initial zoning approval allowed for a 169 unit mixed residential development consisting of the following:

Tract	Acreage	Uses
Tract A	18.9 acres	54 single family detached dwelling units
Tract B	8.5 acres	43 townhomes or twin home dwelling units
Tract C	5.8 acres	72 multifamily dwelling units
Central Recreation	0.76 acres	
TOTAL	33.3 acres with a total of 169 dwelling units (5.08 units per acre)	

The applicant is requesting amendment to development conditions of Tract B to allow seven (7) additional townhome units and to allow larger grouping of units in a structure of up to 6 townhome units connected together. To date, only 12 townhome units (3 four-unit buildings) have been constructed and they abut that portion of Tract B next to the Deep River Road right-of-way.

Of interest to the staff in the original case was the character of development in Tract B where the tract abuts Deep River Road. The development in Tract B provides a transition from the multifamily development north of it to the single family development south and west of it. The area of Tract B closest to Deep River Road has already developed as originally proposed, and staff notes that the requested additional units and higher concentration of development will occur internally upon the tract, as shown on the revised site plan.

Identified Issues

Major Issues:

- ❖ None

Minor Issues:

- ❖ None

Findings

Section 9-3-13 of the Development Ordinance states that major amendments are those that alter the objective and purpose of the requirements or conditions of the Conditional Use Permit, and therefore shall be considered using the same procedure as that required for the issuance of an initial CUP, in order to identify and evaluate what effect, if any, the proposed changes will have on the existing findings supporting Zoning Case 05-10. Based on the applicant's submittal and the substance of the proposed changes to the CUP as they existed on the date of this report, the

Planning and Development Department offers the following comments relative to these required findings.

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

Compliance	❖ The initial zoning submittal included a Traffic Impact Analysis (TIA) that anticipated the development would generate approximately 1,445 trips per day at build out. Therefore, conditions pertaining to vehicular access, right-of-way dedication for road widening, installation of turn lanes and limiting the number of units to be developed prior to construction commencing on Deep River Road realignment were placed in the permit. The request for seven additional townhome units does not affect the original findings.
-------------------	--

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

Compliance	❖ Because that area of Tract B along Deep River Road has already been developed, the requested additional units and higher concentration of development will occur internally upon the site and will not impact adjacent single family property owners along Deep River Road.
-------------------	---

That the location and character of the development, in accordance with the proposed conditions, will be in harmony with the area in which it is to be located and in general conformity with the plan of development of the City of High Point and its environs; staff finds

Compliance	❖ Due to the fact the area of Tract B along Deep River Road has already been developed the extra units and larger structures will not change the initial findings in regards to being in harmony with the area. ❖ The request will increase the overall development density from 5.08 units per acre to 5.28 units per acre. This increase of 0.2 units per acre will not place the overall development out of conformity with the Land Use Plan.
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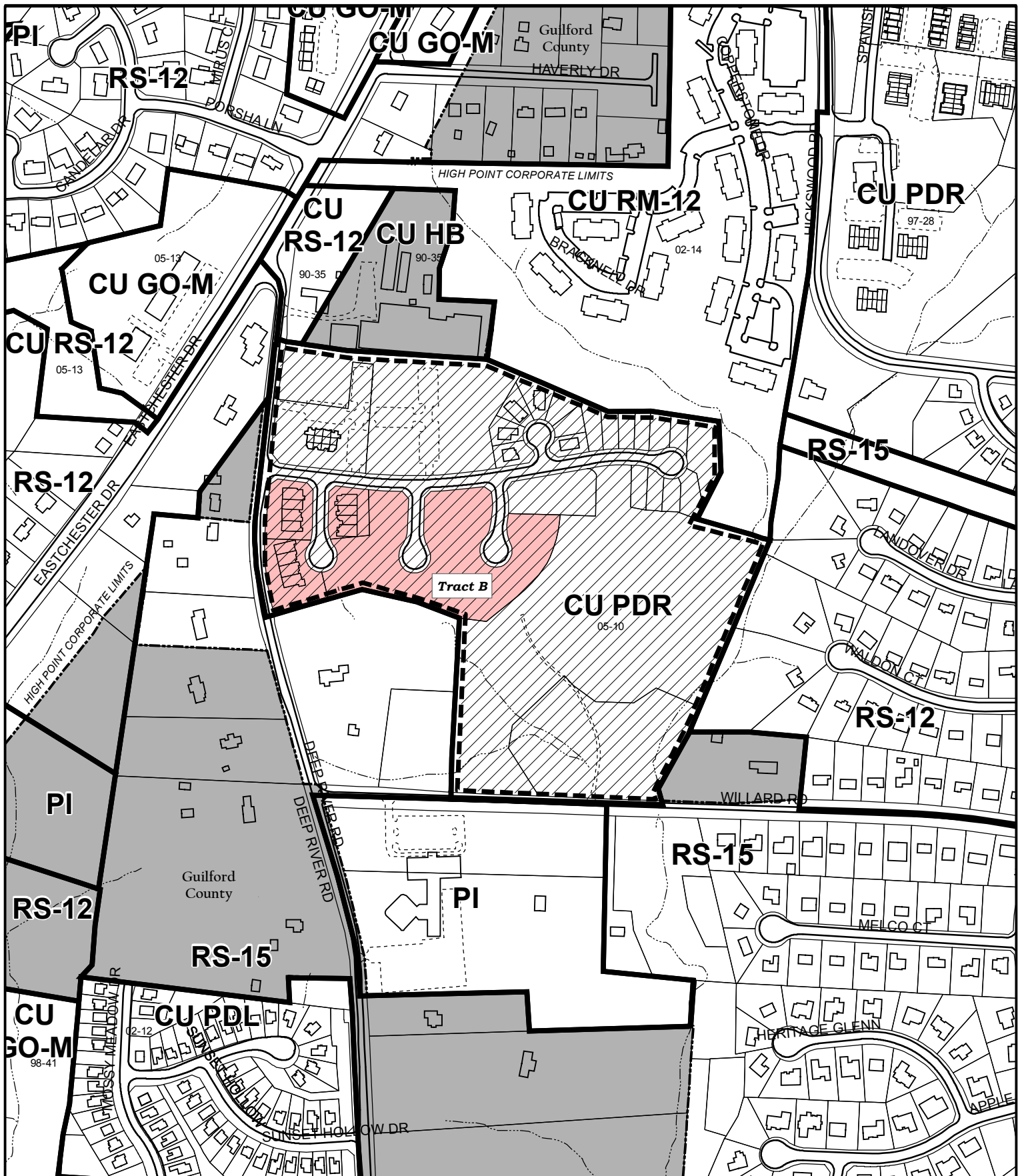
Recommendation

Staff Recommends Approval

Staff recommends approval of the Major Amendment to CUP05-10.

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.



MAJOR AMENDMENT CUP05-10

Request: To amend Tract B (Townhome tract)

Existing Zoning Boundary
Subject Property Boundary



Department of Planning
and Development

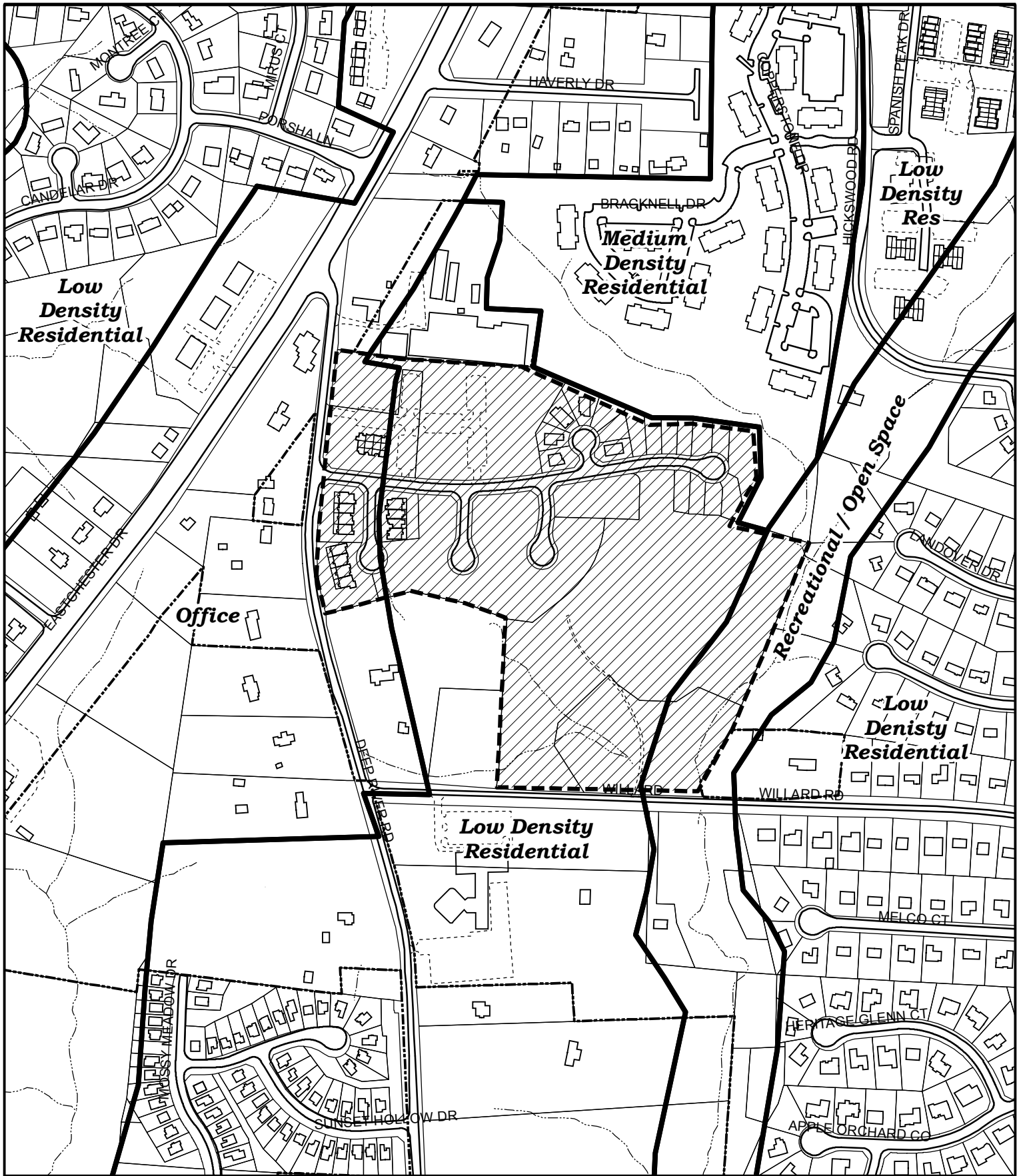
City of High Point

Date: November 24, 2009



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MAJOR AMENDMENT CUP05-10

Land Use Plan

Existing Land Use Plan

Subject Property Boundary

Department of Planning
and Development

City of High Point

Date: November 24, 2009



Scale: 1"=400'

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MAJOR AMENDMENT CUP05-10

Topography

Subject Property Boundary

Planning & Development
Department

City of High Point

Date: November 24, 2009

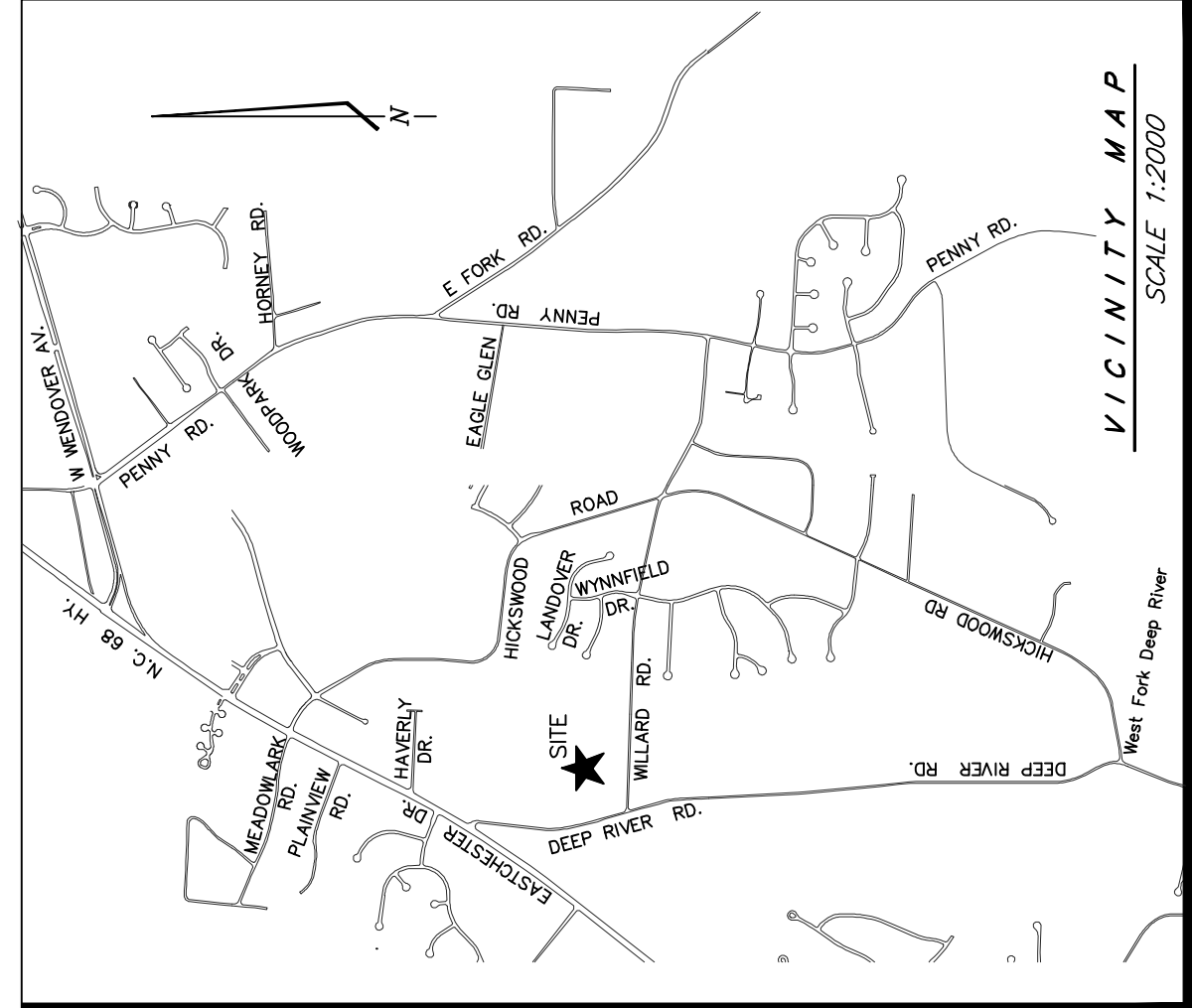


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MAJOR AMENDMENT CUP05-10





APPLICATION FOR A CONDITIONAL USE PERMIT
CITY OF HIGH POINT, NORTH CAROLINA
(Conditional Use Planned Unit Development-Residential (CU-PDR) District)

May 19, 2005.
(Adopted)

September 15, 2008
(Minor Amendment)

November 2, 2009
(Major Amendment Submitted)

**NOTE: See Page 2 of permit to review
proposed amendments**

TO THE CITY COUNCIL OF THE CITY OF HIGH POINT:

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

I. USES:

- A. Tract A: Only single family detached dwelling units and their customary accessory uses shall be permitted, subject to the specific conditions listed in this Permit.
- B. Tract B: Only twin homes and townhomes as allowed in the Residential Multifamily – 5 (RM-5) District and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the Development Ordinance, and the specific conditions listed in this Permit.
- C. Tract C: Any of the residential uses permitted in the Residential Multifamily – 5 (RM-5) District and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the Development Ordinance, and the specific conditions listed in this Permit.

II. CONDITIONS:

A. Development, Dimensional & Density Standards:

- 1. No more than 90 dwelling units may be constructed and have Certificates of Occupancy issued until the construction contract for realignment of Deep River Road is let by City Council.
- 2. Tract A:
 - a. A maximum of fifty-four (54) detached single-family residential dwelling units shall be permitted.

- b. Lot #1, as depicted on the sketch plan, along the Willard Road frontage of the site, shall be subject to the development and dimensional requirements of the RS-12 District.
- c. All other lots in this Tract shall be subject to the following development and dimensional requirements:

Minimum lot size	5,000 square feet
Minimum lot width	
Interior lot	42 feet
Corner lot	50 feet
Minimum lot width at building line	42 feet
Minimum street frontage	30 feet
Minimum Street Setbacks	
Willard Road	25 feet from the right of way line or 50 feet from the centerline of the right-of-way, whichever is more restrictive
Minimum front yard setback (internal public street)	40 feet from the centerline ROW or 20 feet from the property line, which ever is greater
Side street setback for corner lots internal subdivision streets (internal public street)	35 feet from the centerline ROW or 10 feet from the property line, which ever is greater
Minimum internal side yard setback	5
Minimum rear yard setback	10 feet
Maximum building height	50 feet
Maximum Building Coverage (percentage of lot)	45%
No detached accessory buildings shall be permitted. Decks, patios and other accessory structures shall be permitted in accordance with the Section 9-4-13 "Accessory Use, Building and Structures Requirements" of the Development Ordinance.	

3. Tract B:

- a. A maximum of ~~forty three (43)~~ **fifty (50)** twin homes or townhome residential dwelling units shall be permitted subject to the development and dimensional requirements of the Residential Multifamily – 5 (RM-5) District Residential District.
- b. Structures shall be limited to a maximum of ~~four (4)~~ **six (6)** dwelling units per building.
- c. Minimum building separation shall be 20 feet.
- d. Front yard setback may be reduced to 15 feet, as measured from the property line, subject to all units having driveways a minimum length of twenty (20) feet as measured front the property line.

4. Tract C:
 - a. A maximum of seventy-two (72) dwelling units shall be permitted subject to the development and dimensional requirements of the Residential Multifamily-5 (RM-5) District Residential District.
- B. Architectural Design Features: For the purpose of enhancing compatibility with surrounding residential neighbors, the rezoning site shall be governed by recorded restrictive covenants, which at a minimum, shall contain the following architectural design criteria:
 1. All outside building and landscaping shall be maintained by a homeowners association.
 2. The exterior facades of all buildings shall be a combination of two or more of the following materials: vinyl, brick, stone or vinyl shake with a coordinated color palette.
3. Tracts A:
 - a. All dwellings in this tract shall have a patio.
 - b. All dwellings in this tract shall have a 2-car garage.
4. Tracts B:
 - a. All dwellings in this tract shall have a patio.
 - b. All dwellings in this tract shall have a one-car garage.
- C. Open Space and Common Recreation Facilities:
 1. The overall development shall have a clubhouse built in the central recreation tract at the intersection of Street A and B.
 2. Size, configuration and location of Open Space and Common Recreation areas shall conform to the approved sketch plan.
 3. A minimum 20 foot access easement shall be provided to all common areas.
 4. Sitting areas shall be provided in the "Common Element" area, depicted upon the Unified Development Plan, of each tract and accessed by sidewalks.
- D. Landscaping, Setback and Buffers
 1. A minimum 20-foot wide planting yard planted at a Type C rate shall be provided along the Deep River Road and Willard Road frontage of the zoning site. This planting yard shall be exclusive of any utility easements, except for perpendicular crossings by utilities and roadways.
 2. A minimum thirty (30) foot wide Type C buffer shall be provided along the northern boundary of Tract C.

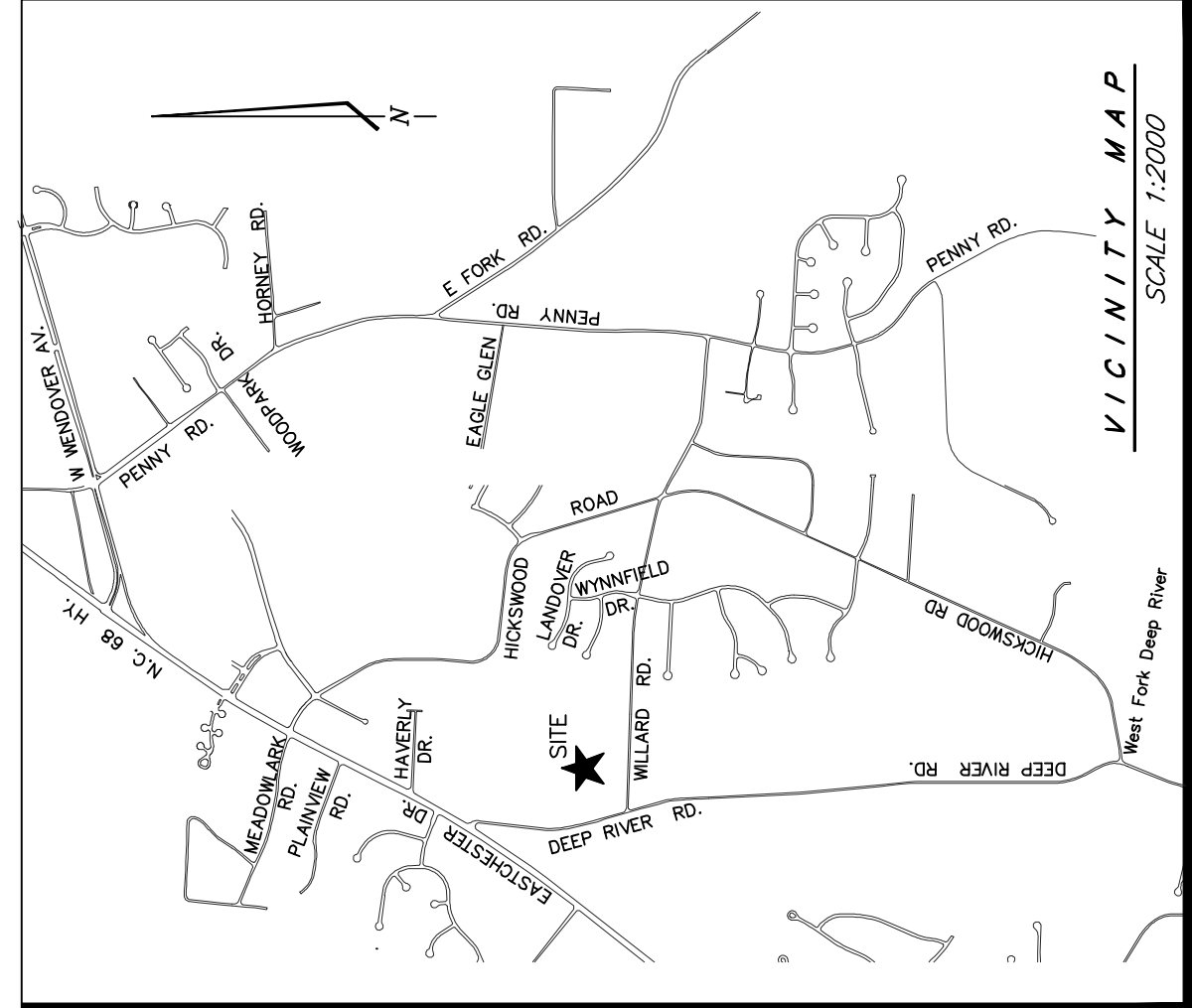
3. A protection plan, which shall also include the limits of disturbance, shall be required to be submitted for approval with the site grading and landscape plans that details the measures to be used to protect the buffer from damage during construction.
- E. Fencing & Screening: If fencing is erected along the common areas abutting the Deep River Road or Willard Road right-of-ways, then a common fencing plan shall be provided. A common fencing plan shall be provided prior Preliminary Plat approval on the rezoning site.
- F. Lot Combination. All parcels within the rezoning site shall be combined into one (1) lot prior to any development.
- G. Exterior Lighting: All exterior common area lighting shall be directed away from adjacent properties to avoid spillover lighting.
- H. Transportation:
1. Right-of-way dedication: The property owner shall dedicate a minimum of thirty-four (34) feet of right-of-way as measured from the existing centerline of Willard Road.
 2. Vehicular Access:
 - a. The site shall have two (2) points of access to Deep River Road.
 - b. The site shall have one (1) point of access to Willard Road. The construction of additional units beyond a total of 90 will not be permitted until the access to Willard Road is constructed.
 3. Turn Lanes: A right and left turn shall be installed along the Willard Road access point.
 4. Pedestrian Access:
 - a. A pedestrian access system shall be provided so as to provide safe and convent pedestrian access to open space/common for all dwelling units.
 - b. A pedestrian access plan shall be submitted as part of the Preliminary Plat approval. The location of all sidewalks shall be indicated on plans submitted for approval.
 - c. In addition to the requirements of the sidewalk regulations, sidewalks shall be installed throughout Tract B and C.
 - d. The property owner shall dedicate to the City of High Point a greenway easement for the development of a public greenway trail, to be located as depicted on the approved Unified Development Plan. Said easement shall be a minimum of fifty (50) feet in width, be a minimum of thirty (30) feet from the top of bank of the streams to the east and run along the entire eastern boundary of the zoning site. The dedicated area shall also be depicted on the approved development plats for the site.

- e. Internal pedestrian access shall be provided to the Greenway.
- 5. The City of High Point Director of Transportation and the North Carolina Department of Transportation (NCDOT) shall approve all construction and improvements.
- I) Signage: The location of signage on the rezoning site shall conform to the approved Unified Development Plan and common signage plan.
- J) Environmental Sensitive Areas:
 - 1. Any portion of the rezoning site that is within a floodway, floodway fringe, steep slope, wetlands or any other environmentally sensitive areas shall be left in its natural state and undisturbed, except to provided access to the common area and approved utility extensions.
 - 2. Those portions of the site noted upon the Unified Development Plan as undisturbed area, any portion of the site within the 100-year flood plain area, and required stream buffers shall remain as undisturbed areas. However, required water quality devices may be permitted within any stream buffers lying outside of the 100-year flood plain area, subject to the watershed regulations.
- K) Owners Association: An owners' association shall be established, in accordance with Section 9-6-10 of the Development Ordinance, prior to the recording of a final plat and shall be responsible for the common areas of the development.
- L) Relationship of Permit to Development Ordinance: The use and development of this site shall be subject to the uses and conditions within this Conditional Use Permit. The City of High Point Development Ordinance shall govern issues not addressed within this Conditional Use Permit.

DESCRIPTION OF PROPERTY: An approximately 33.3 acre site, lying northeast of the intersection of Deep River Road and Willard Road, also known as Guilford County Tax Parcels 274-02-17 &19, 277-02-01 (portion).

An application has been duly filed requesting that the property involved in this application be rezoned from the Residential Single Family-15 (RS-15) District and the Residential Single Family-12 (RS-12) District to a Conditional Use Planned Unit Development-Residential (CU-PDR) District. It is understood and acknowledged that if the property is rezoned as requested and the Conditional Use Permit authorized, the property described in this request will be perpetually bound by the use(s) authorized and the conditions imposed, unless subsequently changed or amended as provided for a Title 9, Chapter 3, of the City Code.

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



Citizens Information Meeting Report Major Amendment CUP05-10

Submitted by: Judy Stalder, on behalf of
Shadybrook Partners

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

Date: November 23, 2009

To: Herb Shannon

City of High Point Department of Planning and Development

Re: Homeowners Association Meeting Report

Rezoning Case 05-10 Major Amendment

A meeting of the Whitestone Homeowners Association was held on Thursday, November 19 at 5:30 p.m. at the Whitestone clubhouse concerning the major amendment to Rezoning Case 05-10. Fourteen property owners attended. Also in attendance were Hunt Dalton of Shadybrook Partners and Judy Stalder, Zoning Consultant.

Two site plans were displayed. The first was the approved site plan for Whitestone. The second showed the proposed amendment to increase the number of townhomes on Tract B from 43 units to 50 units. Judy Stalder opened the meeting by explaining that the meeting was to provide the Homeowners Association information concerning the proposed amendment to Rezoning Case 05-10 so that the homeowners could vote for or against supporting the proposal. She pointed out the changes on the displayed site plans. Discussion focused on the timing of the amendment process and the builder's timeline. All members in attendance voted in favor of supporting the amendment to the conditional use permit.

The meeting was attended by:

Jack Bish

Esther Bish

Joni Perry

Mary Jane Leidecker

Elaine Rigsby

Jane Johnson

Kathryn Brown

Karen Smith

Janet Craddock

Shirley Thomas

Nancy Metzner

Mike McCully

Vicki Misenheimer

Jennifer Alvarez

Joshua Chodrow

Attached:

Citizen Information Meeting / HOA Mailing List

Homeowners Meeting Notification Letter

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

Date: November 23, 2009
To: Herb Shannon
City of High Point Department of Planning and Development
Re: Citizen Information Meeting Report
Rezoning Case 05-10 Major Amendment

A Citizen Information Meeting concerning the major amendment to Rezoning Case 05-10 was held on Thursday, November 19 at 6:30 p.m. in the Whitestone clubhouse at 3798 Marble Drive in High Point. Three property owners attended. Also in attendance were Hunt Dalton of Shadybrook Partners and Judy Stalder, Zoning Consultant.

Two site plans were displayed. The first was the approved site plan for Whitestone. The second showed the proposed amendment to increase the number of townhomes on Tract B from 43 units to 50 units. Judy Stalder opened the meeting by explaining that the meeting was for information and questions concerning the proposed amendment to Rezoning Case 05-10. She pointed out the changes on the displayed site plans. Discussion focused the landscaping along the northern boundary, landscaping around the pond to the south of the property, and beavers in the stream on property adjacent to the western boundary of the property. This meeting was attended by Florence Allen, Robert Nelson, Joyce Nelson and Peter Sherman.

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

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

November 14, 2009

Dear Neighbor:

Shadybrook Partners is holding a Citizen Information Meeting concerning a request to amend the Conditional Use Permit for Whitestone, located at the intersection of Deep River Road and Willard Road. The meeting will be held at 6:30 p.m. on Thursday, November 19, at the Whitestone Clubhouse located at 3798 Marble Drive, High Point NC 27265.

Shadybrook Partners acquired this development from the John Kavanagh Company while it was still in the early stages of development. To restart building activity, Shadybrook Partners is proposing some changes to the original plan. The amendment to the Conditional Use Permit will allow the addition of seven townhouse units along Basalt Court and Obsidian Court. A site plan included in this mailing shows where these additional units will be located. Also included in this mailing is a required statement provided by the High Point Planning and Development Department explaining the process required to amend the original Conditional Use zoning for Whitestone.

At the citizens information meeting you will learn more about the proposed amendment and will have an opportunity to ask questions about the amendment and the approval process. If you are unable to attend the meeting or have immediate questions please call me at 336.688.2204. Thank you for your attention to this matter.

Sincerely,

Judy Stalder

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

November 14, 2009

Dear Whitestone Homeowner:

Shadybrook Partners is calling a meeting to inform Whitestone Homeowners about a request to amend the Conditional Use Permit for the Whitestone development. The meeting will be held at 5:30 p.m. on Thursday, November 19, at the Whitestone Clubhouse located at 3798 Marble Drive. A second meeting, a Citizen's Information Meeting, will be held for surrounding property owners the same evening at 6:30 p.m. The second meeting is required by the City of High Point prior to public hearings concerning the proposed amendment. You are welcome to attend this meeting as well.

Shadybrook Partners acquired Whitestone from the John Kavanagh Company while it was still in the early stages of development. To restart building activity, Shadybrook Partners is proposing some changes to the original plan. The amendment to the Conditional Use Permit will allow the addition of seven townhouse units along Basalt Court and Obsidian Court. A site plan included in this mailing shows where these additional units will be located. Also included in this mailing is a required statement provided by the High Point Planning and Development Department explaining the process required to amend the original Conditional Use zoning for Whitestone.

At the Homeowners meeting (and the Citizen's Information Meeting) you will learn more about the proposed amendment and will have an opportunity to ask questions about the amendment and the approval process. If you are unable to attend either meeting, I would still like to hear your opinion on this proposal. Please call me at 336.688.2204. Thank you for your attention to this matter.

Sincerely,

Judy Stalder

ALLEN DANIEL W & MARY C
913 N ROTARY DR
HIGH POINT NC 27262

ALLEN FLORENCE
2104 DEEP RIVER RD
HIGH POINT NC 27265

ALRAZI MONIRA
3773 MARBLE DR UNIT 1A
HIGH POINT NC 27265

BISH JACK E & ESTHER A
3451 LIMESTONE CT
HIGH POINT NC 27265

ALVAREZ ALAN A & JENNIFER M
3773 MARBLE DR UNIT 3A
HIGH POINT NC 27265

BELL BARBARA M
3653 CHERRY HILL DR
GREENSBORO NC 27410

BLACKWELL JOSEPH D & TAMMY C
2446 WILLARD RD
HIGH POINT NC 27265

BRATHWAITE PAULETTE
418 QUINCY ST
BROOKLYN NY 11221

BROWN KATHRYN C & KENNETH G
3462 LIMESTONE CT
HIGH POINT NC 27265

CHODROW JOSHUA D & CARON R
3773 MARBLE DR UNIT 3B
HIGH POINT NC 27265

COLLINS LINDA L
2429 WILLARD RD
HIGH POINT NC 27265

NICK COPPEDGE
3773 MARBLE DR UNIT 2D
HIGH POINT NC 27265

COPPER MILL VILLAGE APARTMENTS
LLC
PO BOX 9846
GREENSBORO NC 27429

CURTIS PAULA
3465 LIMESTONE CT
HIGH POINT NC 27265

DALLAS FAMILY LTD PARTNERSHIP
215 N CENTENNIAL ST
HIGH POINT NC 27260

DAVIS JESUS R & DIANA D
3903 WALDON CT
HIGH POINT NC 27265

DERSARKISSIAN SIRANUS
5830 EAST HAMPTON BLVD
OAKLAND GARDENS NY 11364

DUERSCHERL SCOTT & STACY D
3773 MARBLE DR UNIT 3D
HIGH POINT NC 27265

GOODMAN MICHAEL S & LINDA G
PO BOX 16124
HIGH POINT NC 27261

GUNDLACH DAVID S ANGELA M
3903 MELCO CT
HIGH POINT NC 27265

HASSAPELIS KIKI P
1101 GATEHOUSE RD
HIGH POINT NC 27262

HAWKS JOHNATHAN N
SKEPPSPROUENADEN 3
GOTHENBURG SWEDEN SE-417 63

HOLMES ELLEN H & JUDY H ALSOP
TRUSTEES U/W RALPH HOLMES
2020 EASTCHESTER DR
HIGH POINT NC 27265

JANE E & STEPHEN F JOHNSON SR
3773 MARBLE DR #1D
HIGH POINT NC 27265

JOHNSON ROBERTA L
3455 LIMESTONE CT
HIGH POINT NC 27265

KAVANAGH JOHN COMPANY
PO BOX 9415
GREENSBORO NC 27429

KENNETH W & JANICE R PARKER
3901 LANDOVER DR
HIGH POINT NC 27265

LEIDECKER MARY J
3463 LIMESTONE CT
HIGH POINT NC 27265

MAYERS DAVID R & DIANE C
3900 WALDON CT
HIGH POINT NC 27265

MCCULLY MICHAEL J
3466 LIMESTONE CT
HIGH POINT 27265

MELCO PROPERTIES LLC C/O JOHN H
LONGAKER
2215 HICKSWOOD DR
HIGH POINT NC 27265

MISENHEIMER VICKI R
3461 LIMESTONE CT
HIGH POINT NC 27265

MMG PROPERTIES LLC
PO BOX 6535
HIGH POINT NC 27262

NELSON ROBERT M & JOYCE R
2132 DEEP RIVER RD
HIGH POINT NC 27265

PEACE CHRISTIAN CHURCH OF
KERNERSVILLE
1130 N MAIN ST
KERNERSVILLE NC 27284

PREMIER GROUP PROPERTIES LLC
3325 US HIGHWAY 29
DANVILLE VA 24540

ROJAS JUAN F
724 CREEK RIDGE
GREENSBORO NC 27406

SARGEANT PATRICK R & JENNIFER L
3901 MELCO CT
HIGH POINT NC 27265

SHERMAN SHERRY C
3902 LANDOVER DR
HIGH POINT NC 27265

SMITH DONNELL S
3773 MARBLE DR UNIT 3C
HIGH POINT NC 27265

SMITH KAREN S
3457 LIMESTONE CT
HIGH POINT NC 27265

SONG SANG SUP & MYUNG O LEE
3773 MARBLE DR UNIT 2A
HIGH POINT NC 27265

SPKA LLC
PO BOX 9415
GREENSBORO NC 27429

SUMNER DAVID & DENISE BAKER
3773 MARBLE DR APT 1B
HIGH POINT NC 27265

THOMPSON RALPH W
3902 WALDON CT
HIGH POINT NC 27265

WHITESTONE MASTER
HOMEOWNERS
ASSOCIATION INC
PO BOX 9415
GREENSBORO NC 27429

WOLFE HARRY H & DAWN P
3810 WESSECK DR
HIGH POINT NC 27265

ANCA NICOLAESCU
3773 MARBLE DR 2C
HIGH POINT NC 27265

JOAN PERRY
3453 LIMESTONE COURT
HIGH POINT NC 27265

JANET CRADDOCK
3460 LIMESTONE COURT
HIGH POINT NC 27265

WILL ARMFIELD
3464 LIMESTONE COURT
HIGH POINT NC 27265

BRIAN PERKINS
3507 QUARRY COURT
HIGH POINT NC 27265

ELAIN RIGSBY
3509 QUARRY COURT
HIGH POINT NC 27265

NANCY METZNER
3512 QUARRY COURT
HIGH POINT NC 27265

SHIRLEY THOMAS
3773 MARBLE DRIVE 2B
HIGH POINT NC 27265

WHITESTONE TOWNHOME OWNERS
ASSOCIATION INC
PO BOX 9415
GREENSBORO NC 27429

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

**STAFF REPORT
ANNEXATION CASE 09-04
January 19, 2010**

Request	
Applicant: Steve Warren	Owner(s): Willie D. Green & Janice Green; and Patty Green Henson & Bobby Henson
Proposal: Voluntary contiguous annexation so as to obtain City services.	Effective Date: Upon adoption.
	Associated Zoning Case: Z09-11

Site Information	
Location:	Lying along the east side of Dilworth Road, approximately 600 feet north of Skeet Club Road (204 Dilworth Road).
Tax Parcel Numbers:	17-94-6952-0-1219-00-015 (Guilford County)
Site Acreage:	1.3 acres.
Current Land Use:	Single family dwelling.
Current Fire District:	Horneytown Fire Department.
Proposed Development:	None, there is an existing single family dwelling upon the parcel.
Proposed Unit Type, Number and Average Value:	No new development is proposed, there is an existing single family dwelling upon the parcel.
Proposed Build-out Schedule:	No new development is proposed, there is an existing single family dwelling upon the parcel.
Physical Characteristics:	The site is relatively flat with no unique features.
Water and Sewer Proximity:	An 8-inch City water and sewer line are both lying adjacent to the site within the Dilworth Road right-of-way.
General Drainage and Watershed:	The site drains in a general west to east direction and development is subject to the Oak Hollow Lake Watershed Critical Area (WCA) requirements. The site is within Tier 4 of this WCA which limits development to 2 dwelling units per acre or 50% built-upon area.
Overlay District(s):	Oak Hollow Lake Watershed Critical Area; Tier 4.

Adjacent Property Zoning and Current Land Use		
North:	RS-15-Residential Single Family-15	Single family dwelling
South:	RS-15-Residential Single Family-15	Single family dwelling
East:	RS-15-Residential Single Family-15	Single family dwelling
West:	RS-12-Residential Single Family-12	Single family dwelling

Transportation Information			
Adjacent Streets:	Name	Classification	Approx. Frontage
	Dilworth Road	Minor Thoroughfare	154 ft.
Vehicular Access:	The existing single family house has a driveway from Dilworth Road.		

City Department Comment Summary

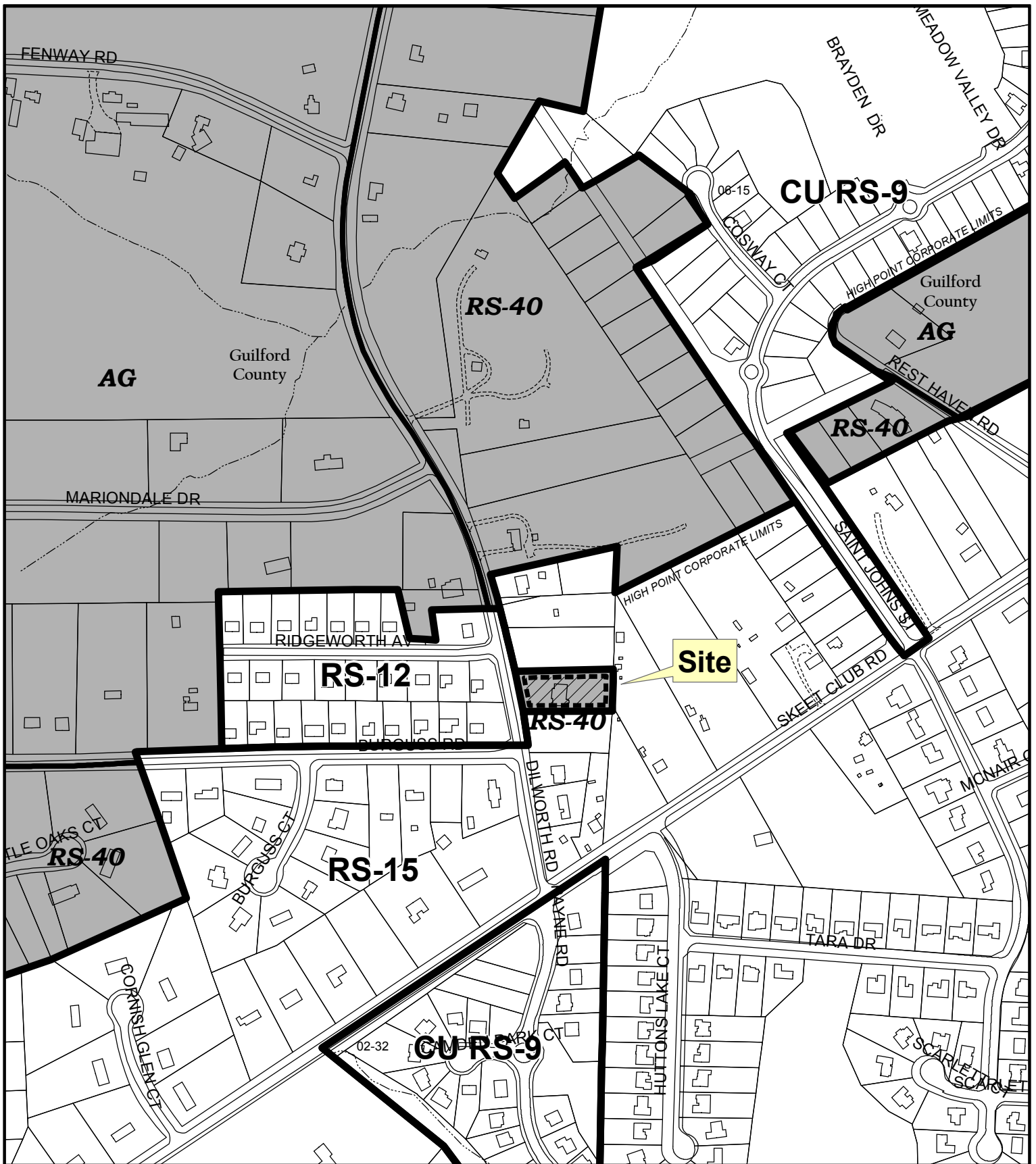
Official City department comments were not requested for this proposed annexation due to the fact the site is surrounded by existing single family dwellings within the City's corporate limits. Annexation petitions for residential uses within close proximity to existing service areas do not trigger the need for individual department comment.

Additional Comment / Revenue Impact

The applicant is requesting voluntary annexation and corresponding City zoning in order to connect to city utilities. This annexation petition is a logical progression of the City's annexation policy for this area as all of the surrounding property has been annexed into the City of High Point and developed. City services and service vehicles are already established in this area and the inclusion of this parcel will not negatively impact the City's ability to provide services in this area.

Report Preparation

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



ANNEXATION REQUEST ANX09-04

Applicant: Steve Warren
Area: 1.30 acre

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

**Planning & Development
 Department**

City of High Point

Date: November 20, 2009



Scale: 1"=400'
 y:/ba-pz/2009/pz/anx09-04.mxd

ELECTRONIC NEWS from the CITY OF HIGH POINT, NORTH CAROLINA

Public Information Department 336.883.3298

alice.moore@highpointnc.gov

FOR IMMEDIATE RELEASE
January 13, 2010

CONTACT: Chris Thompson, Public Services Director, 883-3215
Pat Pate, Assistant City Manager, 883-3293

Prolonged cold temperatures have taken a toll on the city's water mains and water distribution system, and customers are being asked to reduce water use while repairs are being made. The city will be reducing its water use, too.

Also, if customers see water main breaks (typically water seeping, bubbling or spraying through the pavement, or extreme pavement settlement, or cracking with water flowing), they should report them as soon as possible by calling 883-3111, the city's 24-hour customer service line.

Warmer temperatures, which are forecast for later this week, could mean even more problems. As the ground thaws, it creates more ground movement, resulting in additional main breaks.

Main breaks put a strain on the city's water treatment and distribution system, requiring more water to be treated to compensate for the water losses. So, it is essential that the city's customers reduce their water use and quickly report main breaks.

In addition, the freezing temperatures have made the raw water drawn from the city's two water supply lakes more difficult to treat, because turbidity increases with the lower temperatures. Turbidity is cloudiness or haziness and is not a health hazard.

The increased turbidity has created some problems with filters at the Ward Water Treatment Plant and caused a violation of the drinking water standards. Water that was not properly treated because of the high turbidity never entered the water distribution system. It will never reach anyone's tap. However, the city will send a notice to all its water customers in a few days because they have a right to know about the violation and that corrections are being made.

#

JIM FEALY
Chief of Police



PHONE (336) 887-7970
FAX (336) 887-7972
TDD (336) 883-8517

High Point Police Department

January 12, 2010

Mr. Strib Boynton, City Manager
City of High Point
211 S. Hamilton Street
High Point, North Carolina 27260

Dear Strib:

I respectfully request that the following item be placed on the High Point City Council agenda for consideration on Tuesday, January 19, 2010.

The High Point Police Department has led the country in violent crime reduction using focused deterrence methods. The methodology requires the identification of chronic offenders who drive the majority of our violent crime. Offenders are confronted and left to make a rational choice, be part of the community or go to prison. The community then provides services and jobs as an alternative to a life of violent crime. We have discovered that the weak link to an otherwise successful program is a lack of jobs.

We propose that the City of High Point contract America Works to provide the jobs and necessary training to employ our identified chronic offender population. America Works is a for profit organization that will provide trained staff and recruiters to work with the High Point Police Department and High Point Community Against Violence to appropriately identify and recruit eligible ex-offender candidates.

America Works shall provide 33 chronic offenders with approximately 40 hours of comprehensive job readiness training, job placement with local area employers, job replacement, and retention services for 90 days. America Works shall track participation in supportive services referrals and job readiness, as well as employment in its own fully customizable data management system. America Works will also provide 7 day, 30 day and 90-day post-employment retention services. They offer intake/enrollment/initial employment plan assessments on a rolling basis through partnership with the High Point Police Department, making volume adjustments as required to take as many weekly referrals as HPPD has to provide. Your consideration in this matter is greatly appreciated.

Best Regards,

Captain Larry Casterline

EMPLOYMENT SERVICE AGREEMENT

BETWEEN

THE CITY OF HIGH POINT

AND

AMERICA WORKS OF NORTH CAROLINA, INC.

This is an agreement by and between the City of High Point, acting by and through the _____, (Address) _____ (hereinafter referred to as the "City") and America Works of North Carolina, Inc. with headquarters offices located at 228 East 45th Street, 16th Floor, New York, NY 10017 (hereinafter referred to as the "Provider").

WITNESSETH:

WHEREAS, the City has heretofore requested a non-competitive, sole discretion proposal for the provision of specialized employment services for the City of High Point, said correspondence regarding the potential proposal is incorporated by reference into this agreement, and

Whereas, the Provider has theretofore submitted a proposal for employment services, and

WHEREAS, the City has accepted the offer of the Provider to provide the employment services,

NOW THEREFORE, the parties hereto do mutually covenant and agree as follows:

ARTICLE I- SCOPE OF SERVICES TO BE PROVIDED BY THE PROVIDER

As part of this Agreement, the Provider shall provide all services set forth in their proposal, attached hereto and made a part hereof and included in Exhibit A.

ARTICLE II- GENERAL PROVISIONS

The City shall be responsible for establishing the standards, policies and procedures for determining the eligibility of persons for whom the above services will be provided. The Provider shall furnish such services in accordance with applicable requirements of law and shall cooperate with the City, as may be required so that the City and High Point Community Against Violence (HPCAV) will be able to fulfill their function and responsibility.

The Provider shall complete the service in a timely manner to protect the interests and rights of the City to the fullest extent reasonably possible.

The Provider will be fully responsible for the provision of all equipment and services for Provider's staff necessary to the performance of the requirements of this Agreement.

As part of this Agreement, the Provider agrees to comply in all respects with the provisions of this agreement and any Schedules and Exhibits attached hereto and made a part hereof.

ARTICLE III- CONFIDENTIALITY

The Provider agrees to safeguard the confidentiality of information relating to individuals who may receive services under the terms of this Agreement and shall maintain the confidentiality of all such information in conformity with the provisions of applicable State and Federal laws and regulations. Any breach of confidentiality by the Provider, its agents or representatives shall be cause for immediate termination of this agreement.

ARTICLE IV- INFORMATION ACCESS

The Provider agrees to provide the City and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, upon request. The Provider agrees to retain all of the above information for six (6) years after final payment of the termination of this Agreement, and shall make such information available to the City, County, State, and/or Federal personnel during such period.

The City reserves the right to conduct on-site evaluations of the services provided under this Agreement, and shall be afforded full access by the Provider to the grounds, buildings, books, papers, employees, and recipients relating to such service provision, and may require from the officers and persons in charge thereof any information deemed necessary to such an evaluation.

All technical or other data relative to the work pertaining to this Agreement in the possession of the City or in the possession of the Provider shall be made available to either party to this Agreement without expense to the other party. All client records and either forms, reports, statistics and materials shall be retained by and at the City.

ARTICLE V- COOPERATION

The Provider shall cooperate with representatives, agents, and employees of the City and the City shall cooperate with the representatives, agents, and employees of the Provider to the end that work may proceed expeditiously and economically.

ARTICLE VI- FAIR HEARINGS

The Provider will establish a system through which recipients may present grievances about the operation of the service program. The Provider will advise recipients of this right and will advise applicants and recipients of their right to appeal.

The City shall notify applicants for services and recipients of care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon a request for services with reasonable promptness.

The Provider, upon the request of the City, shall participate in appeals and fair hearings as witnesses when necessary for a determination of the issues.

ARTICLE VII- RELATIONSHIP

The Provider is, and will function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the City for any purpose, and the employees of the Provider shall not in any manner be, or be held out to be, agents or employees of the City.

ARTICLE VIII- SCHEDULE

The Provider shall complete the work in a timely manner to protect the interests and rights of the City to the fullest extent reasonably possible.

ARTICLE IX- ACCOUNTING RECORDS AND AUDITS

Proper and full accounting records shall be maintained by the Provider which records shall clearly identify the costs of the work performed under this agreement. Such records shall be subject to periodic and final audit by the City upon request. Such records shall be accessible to the City for a period of six (6) years following the date of final payment by the City to the Provider for the performance of the work contemplated herein.

Further, the Provider shall prepare and make available such statistical, financial and other specific records pursuant to regulations promulgated by and established by the City. Said records shall be subject at all reasonable times to inspection, review or audit by the City, the State of North Carolina, or the Office of the State Comptroller, Federal and other personnel duly authorized by such City. These regulations will be maintained for the period set forth in the State Regulations.

If the Provider is subject to an audit by an agency of the United States government, then a copy of such annual audit, including exit conference results, if any shall be provided to the City of High Point within ten (10) days after receipt by Provider of the final audit and the exit conference results, if any. If the Provider is not subject to an annual audit by an agency of the United States government but receives from the City of High Point funds in excess of \$50,000 in its fiscal year, then the Provider shall engage an independent auditor acceptable to the City of High Point to:

1. Review the record and accounts of the Provider;
2. Render an opinion as to the accuracy and sufficiency of Provider's records and accounting methods; and
3. Render an opinion of Providers financial position for the fiscal year being audited and any change therein, including but not limited to its net income or net loss.

The audit report by the independent auditor shall be submitted to the City of High within ten (10) days of its receipt by the Provider.

ARTICLE X- FEES

In consideration of the terms of this Agreement, the City agrees to pay and the Provider agrees to accept reimbursement on a monthly basis for benchmarks achieved in accordance with the rates specified in the budget section of Exhibit A, attached hereto and made a part hereof, but not to exceed a cost of **ONE HUNDRED THOUSAND DOLLARS (\$100,000)**.

Fees for services provided shall be payable upon submission by the Provider on a City claim form signed by the Provider to the City of High Point. The claim form or attached invoice must contain itemized detail of the costs incurred and services rendered. As part of this Agreement, the Provider shall provide all services set forth in Exhibit A, attached hereto and made a part hereof.

ARTICLE XI- NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the City for payment. The City will immediately notify the Provider of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were made without penalty or expense to the City of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE XII- INDEMNIFICATION

The Provider shall defend, indemnify and save harmless the City, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequences of, any negligent or intentional act to omission of the Provider, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

ARTICLE XIII- INSURANCE

The Provider agrees to procure and maintain without additional expense to the City, insurance of the kinds and in the amounts provided under Schedule A attached hereto. Before commencing work, the Provider shall furnish to the City, a certificate(s) showing that the requirements of this article are met and the certificate(s) shall provide that the policy shall not be changed or canceled until thirty (30) days prior written notice had been given to the City, and the City of High Point is named as an additional insured.

ARTICLE XIV- ASSIGNMENTS

The Provider specifically agrees that the Provider is prohibited from assigning, transferring conveying, subcontracting, or otherwise disposing of this Agreement, or the Provider's right, title or interest therein without the previous consent in writing of the City.

ARTICLE XV- CONFLICT OF INTEREST

The Provider hereby warrants that it has no conflict of interest with respect to the activities to be performed hereunder. If any conflict or potential conflict of interest arises in the future, the Provider shall promptly notify the City.

ARTICLE XVI- NON-DISCRIMINATION

In accordance with all State and Federal statutory and constitutional non-discrimination provisions, the Provider agrees that it shall not, by reason of race, creed, color, national origin, age, sex, sexual orientation, or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the work contemplated by this Agreement.

ARTICLE XVII- SUSPENSION AND DEBARMENT

The Provider certifies that its company/entity and any person associated therewith in the capacity of independent Provider, not-for-profit provider, for profit provider, owner, director, officer, or major stockholder (5% or more ownership):

- a. Is not currently under suspension, debarment, voluntary exclusion, or determined ineligible by any federal agency;
- b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- c. Does not have a proposed debarment pending; and
- d. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three years.

ARTICLE XVIII- APPLICABLE LAW

This Agreement shall be governed by the laws of the State of North Carolina.

ARTICLE XIX – TERM OF AGREEMENT

This Agreement shall take effect (Month), (Day), 2009 and shall terminate on (Month), (Day), 2010.

ARTICLE XX- TERMINATION OF AGREEMENT

The rights and obligations set forth in this Agreement shall commence (Month), (Day), (Year) and will continue in effect for 12 months until (Month), (Day), (Year), provided however, that either party shall have the right at any time to terminate the work required of this Agreement, by thirty (30) days written notice of such termination.

Any violation by the Provider of any of the terms of this Agreement may result in the City's decision as its sole discretion, to immediately terminate this Agreement.

ARTICLE XXI- REMEDY FOR BREACH

In the event of a breach by Provider, Provider shall pay to the City all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by

the City to procure a substitute Provider to satisfactorily complete the contract work, together with the City's own costs incurred in procuring a substitute Provider.

ARTICLE XXII- FEDERAL LOBBYING

The Federal Lobbying Act states that no Federal appropriated funds may be spent by the recipient of a Federal grant or a sub tier contractor or sub grantee to pay any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of a Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal appropriated funds have been or will be expended by the Provider to pay any person for influencing any Federal officer, employee or Member of Congress described above in connection with such Federal grant, the Provider agrees to make a written disclosures on a specified disclosure form.

The parties hereunto represent that they have not committed or authorized, nor will they commit or authorize, the commission of any acts in violation of Federal Lobby Act.

ARTICLE XXIV- PRIVACY OF PERSONAL HEALTH INFORMATION

In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Provider, (deemed a Business Associate as defined at 45 CFR S 164.501), its employees, administrators and agents shall not use or disclose Protected Health Information (PHI), (as defined in 45 CFR S 164.501) other than as permitted or required by this contract with the City (deemed a Hybrid Entity as defined at 45 CFR S 164.504) or as Required By Law (as defined in 45 CFR S 164.501). The Provider shall maintain compliance with all U.S. Department of Health and Human Services, Office for Civil Rights, policies, procedures, rules and regulations applicable in the context of this Agreement, as more particularly set forth on Exhibit B attached hereto and made a part hereof.

ARTICLE XXV- ADDITIONAL ASSURANCES

The Provider agrees that no part of any submitted claim will have previously been paid by the City, County, State, and /or other funding sources.

The Provider agrees that funds received from other sources for specific services already paid for by the City shall be reimbursed to the City.

The Provider agrees to comply with all applicable State and Federal statutes and regulations.

The Provider agrees to comply with the requirements of the Federal Lobbying Act and the Drug-Free Workplace Act of 1998 and has signed the certifications contained in Schedules C and D, which are attached hereto and made a part thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed that day and year indicated below.

City of High Point, NC

DATE: _____

By:

Title

America Works of North Carolina, Inc.

DATE: _____

By:

Title

Exhibit A: PROGRAM DESIGN AND PLAN IMPLEMENTATION

Scope of Services: Ex-Offender Job Placement Services

America Works of North Carolina, Inc. (AWNC) shall provide 33 ex-offenders with approximately 40 hours of comprehensive job readiness training, job placement with local area employers, job replacement, and retention services for 90 days. AWNC shall track participation in supportive services referrals and job readiness, as well as employment in its own fully customizable data management system. AWNC will also provide 7 day, 30 day and 90-day post-employment retention services. We offer intake/enrollment/initial employment plan assessments on a rolling basis through partnership with the High Point Police Department, making volume adjustments as required to take as many weekly referrals as HPPD has to provide. Our programming is offered 52 weeks a year; our 2009 holiday closure schedule is 9 days, New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day and Christmas Day; we remain open on snow/inclement weather days. Our plan is as follows:

Plan to Provide Job Readiness Training – Enrollment, and Job Readiness Training:

AWNC will have a Recruiter work with the High Point Police Department and High Point Community Against Violence to appropriately identify and recruit eligible ex-offender candidates. Candidates referred to our program are warmly greeted, provided program orientation and given enrollment materials for completion with AWNC help and review, including Spanish language translation. All are provided with a detailed initial case management meeting, where immediate supportive service needs are addressed through referrals to partnership agencies and through collaborations built through HPCAV. All customers who complete their enrollment – even those who are work limited, in counseling, treatment or other referrals – receive concurrent schedules of job readiness training to attend. The schedule sets their weekly plan for training, supportive service needs and any other meetings (such as Parole/Probation appointments as indicated), which they will follow until placed in a fulltime job. AWNC staff launches the AWNC Employment Service Plan via information gleaned at enrollment and the initial case management meeting, updating High Point Police Department as appropriate. The HPPD is advised of orientation no-shows within 24 hours.

Week One – Core JRT Programming, Assessment of Skill Levels: All candidates in JRT are supervised daily and receive approximately 40 hours/5 consecutive days of JRT, including the under-employed using our modularized programming, that focuses on “soft skills;” resume preparation, training in interviewing skills, instruction in workplace expectations, effective job seeking, life skills training, managing time and employer expectations. Within the first 2 days of enrollment, AWNC staff review the on-going assessment findings to begin job matching candidates and preparing for job placement activities. For the under-employed, modularized JRT curriculum is offered concurrent with AWNC advocacy for hours and/or earning increases. While the most job-ready candidates are matched and sent on interviews ASAP, those who start jobs without completion of 5 consecutive days of JRT will be monitored by AWNC for 7 days, then 30 days from employer verified job start more intensively, followed by the typical 90 day retention case management. Any candidate may need additional services - more help with daycare backstop planning, counseling, treatment or other supportive services - so they meet with AWNC staff daily and recommendations are made to community partners. Again, AWNC monitors

all needed approved and supportive services, reflecting this in the activities schedule. The AWNC Employment Service plans are updated accordingly. During the first week, no-shows and program drop outs are reported to the HPPD within 2 business days of non-compliance. AWNC readily accepts re-referrals of candidates post-conciliation by HPPD.

Weeks Two through Four – Job Lab, Job Match, Job Placement and Other Activities Scheduling: Although respective days for Core Programming may change to accommodate candidates' countable activities schedules and their participation in modularized training at AWNC, candidates shall receive no fewer than 40 hours a week of countable work participation activities. Candidates continue to receive a full complement of JRT, job placement and supportive case management services (remediation of compliance issues, barrier removal/remediation and supportive services linkages). AWNC sales representatives perform candidate tailored job match, set up and transport to and from interviews for enhanced engagement. JRT candidates are monitored daily for compliance, and during this time, AWNC staff shall continue to perform outreach to drop outs. Following AWNC outreach and within 2 business days of unscheduled absence, we report to HPPD and shall update the candidate file non-compliance and reason if known. AWNC will accept any re-referrals for services. Candidates engaged in job search following the first full week of JRT are supervised daily via in-person contact with an AWNC worker, contact documented in the AWNC candidate file.

Post-Fulltime Employment Services at 7 through 90 Days: Following placement into employment, candidates will continue to receive close monitoring by AWNC staff for continued employment compliance and to receive intensive retention case management services for 90 days. Intensive retention case management services include AWNC rapid re-attachment to the jobs following job loss as appropriate, offering job advancement skills and career development counseling (career ladder), on the job coaching and mentoring as well as continued support and advocacy to facilitate linkages to transitional benefits and supports, including but not limited to, Transitional Child Care, Medicaid, Food Stamp eligibility, transportation services, child support acquisition and maintenance. Seminars in job retention topics shall be offered during candidate non-working hours. Intensive retention case management services shall extend to fulltime unsubsidized and subsidized jobs. AWNC staff shall monitor candidate and employer a minimum of twice a month, update the AWNC Employment Service Plan with any changes, notify HPPD in real time, reporting any program drops outs following our outreach no later than 2 business days after the occurrence. AWNC shall furnish HPPD with both copies of pay stubs and employer signed employment verifications upon receipt and supply the same as back up to monthly billing submission.

A. Collaborations for program success. We commit to continue our partnership with HPPD and HPCAV as well as with our collaborators to provide community based services at no cost to the City of High Point, circling the candidates with needed supports to achieve and maintain self-sufficiency either through direct employment placement or through a program of supportive services and job readiness training leading to permanent employment.

Working with One Stop Centers, Educational, Government and Community Service Partners: AWNC shall build relationships with multiple collaborative partners to support and assist ex-offender candidates. AWNC continues to build on its current partners to expand the range

of supports to ensure HPPD and HPCAV success. As the lead employment case management entity in High Point, we shall leverage our Government, Educational and Community partners to assure candidate and stakeholder service needs are met. AWNC shall leverage all available resources to circle the candidate with employment supports and barrier removal/remediation services. These resources include a variety of HPCAV resources, as well as other City, County, and State resources. AWNC acts as central case management program for clients to monitor activities schedules of: cross-agency supportive service referrals; any other State or Federal services, activity and compliance with AWNC enrollment, and other work activities.

B. Additional services provided to enhance long-term self-sufficiency.

Work with Reentering Ex-offenders: AWNC has extensive institutional expertise needed to meet the employment and service needs of ex-offenders, allowing for us to create specially tailored multi-systemic service plans to support and enhance sustained successful re-entry/reintegration, lowering recidivism rates. Through this core institutional experience, AWNC will also work with HPPD and HPCAV to further identify, pursue, and obtain additional and supplemental funding to provide program services within the City of High Point to the ex-offender and other underserved communities.

Serving the work limited who may require accommodations in the workforce. AWNC knows that amongst the ex-offender pool are candidates who may be work limited, be pending SSI/SSDI or are not SSI/SSDI eligible but have mental or physical work limitations (including hidden disabilities). Our work with ex-offender candidates with documented work limitations dovetails with our service philosophy of not only helping candidates get jobs first but doing so in the supportive environment of intensive case management in the field. Our model can and has pulled the "job and work redesign lever," including community service placements designed to gain valuable transferable skills, in order to alter core job dimensions for work limited candidates; AWNC shall continue this employment service planning through schedules of countable activities that may include work, supportive services and AWNC intensive case management, we can monitor the impact of work on psychological states, which will in turn lead to candidate personal growth, identifying job strengths and positive work outcomes. AWNC has in its active member job bank 100+ employers who do and will continue to hire the work limited population. Barrier removal/remediation is continually addressed by the AWNC Employment Service Plan for all candidates; case managers are held to perform all needed services to help candidates attain and maintain self sufficiency. Our model includes employer visits to mediate for accommodation, many times before the candidate is placed and always, post placement to assure that all of our "bosses" – the stakeholders – needs are being met.

C. Reporting individual outcomes, measurement & program evaluation. All AWNC's contracts are and have been performance based: if we do not document the job we are contracted to do, we will not get paid. AWNC shall report achieved outcomes in the form of benchmark achievements; including reporting job placement, job replacement and job retention activities, any non-compliance, by real-time data sharing with the HPPD. AWNC shall generate employer signed and verified hire/termination forms, pay stubs showing current rate of pay and hours worked in real time. AWNC maintains regular candidate case notes, submitting to HPPD monthly whenever they are requested. In addition to real time updates, AWNC shall maintain copies of candidate assessment forms, AWNC Employment Service Plans, case notes, file audit results forms, absence forms, interview absence and

results forms, interview take out forms and results, as well as any other auditable documentation in AWNC participant files, providing proof of activities participation and real time service progress and updates. AWNC shall submit monthly billing to HPPD contract manager well within the 30 days required that consists of Excel spreadsheets, employer signed and verified initial and continuation hire forms (verifying employment at minimum of twice monthly through pay stubs and employer contacts once hired), appropriate case notes, paper time sheets reflecting JRT, and other supportive service activities participation with documentation from co-provider for activities schedules. For on-going program evaluation, AWNC strictly adheres to the best practices outlined in the criteria established by the Malcolm Baldrige Award and logic model of program evaluation outlined by the W.K. Kellogg Foundation, making program adjustments immediately. We conduct regular participant satisfaction surveys, our "report cards," that are reviewed quarterly and corrective action plans set immediately; we regularly conduct internal audits of candidate files, and shall respond in real time to service issues identified directly or through other communication with HPPD, HPCAV and participants. We welcome HPPD and HPCAV audits on-site to monitor and evaluate our files and service practices. AWNC shall continue it's tradition of offering HPPD with immediate responses to changes in service to reflect any changes in regulation and/or law related to service provision.

Exhibit A: Budget

<u>Milestone</u>	<u>Value</u>
1 week (7 days) of Job Placement	\$1,000
Job Retention at 30 days	\$1,000
Job Retention at 90 days	\$1,000
Number of Ex-offenders to be Served	33
Total Value of Performance	\$99,000
Total Direct Payments	\$1,000
Total Contract Value	\$100,000



MEMORANDUM

TO: Honorable Mayor and City Council

FROM:  Robert L. Robbins, AICP
Development Services Administrator

DATE: January 19, 2010

SUBJECT: Minor Amendment to Special Use Permit 07-02 Site Plan
(High Point University Montlieu Avenue Overflow Parking Area)

In 2007, High Point University received Special Use Permit approval to construct an overflow parking lot along the south side of Montlieu Avenue. The permit included a site plan noting design and site layout of this parking lot. The University is requesting a minor amendment to the SUP site plan to allow a northern pedestrian access point to the parking lot.

Recent improvements to the parking lot have included expansion of its land area up to the N. College Drive right-of-way, the removal of vegetation at the intersection of Montlieu Avenue and North College Drive, and the construction of additional fencing at the intersection and along the North College Drive side of the lot, which have increased safety for pedestrians. There is an existing southern pedestrian exit and actuated pedestrian cross-walk signal along the southern boundary of this parking lot. The University has proposed an opening in the fence near the Montlieu/North College intersection with a sidewalk connecting the northern portion of the parking area to the sidewalk along Montlieu Avenue.

This minor amendment to the site plan details the location and configuration of a northern pedestrian exit from the parking lot. Due to its close proximity to the Montlieu/North College Drive signalized intersection, no crosswalk will be established where the fence opening connects with the street sidewalk.

The High Point Department of Transportation has reviewed this request, which is illustrated on the attached plan, and has approved it pending the approval of this minor amendment. The Planning and Development Department has determined that since HPDOT has indicated that the safety of pedestrians is adequately provided for, the change proposed will result in equal or better performance, and may be considered as a minor amendment. Staff recommends approval of the request.

Y:\current\pz\special use permits\2007\SUP 07-02\Minor Amendment #1 (Jan. 2010)\Minor Amendmnt #1 (SUP07-02).docx

Administration
336.883.3328

Planning Services
336.883.3328

Development Services
336.883.3328

Inspection Services
336.883.3151



January 8, 2010

Mr. Bob Robbins
Development Administration
Planning and Development Department
City of High Point
211 South Hamilton Street Ste 316
High Point, NC 27260

Dear Mr. Robbins,

High Point University hereby requests a minor amendment to the Conditional-Use Permit (CUP 00-26) allowing for a gate and sidewalk in order to access the existing sidewalk on Montlieu and the existing pedestrian crosswalk at the intersection of Montlieu Avenue and North College Drive as shown on the enclosed attachment labeled Exhibit A.

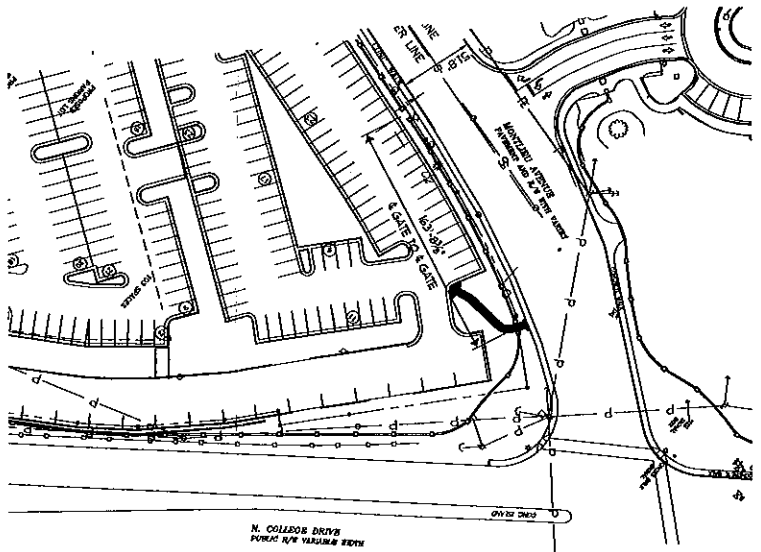
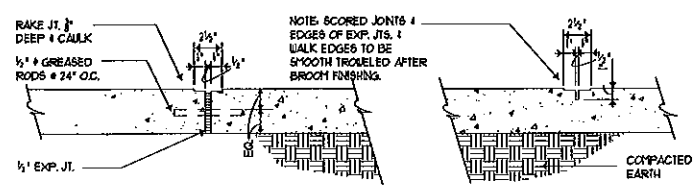
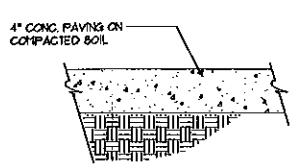
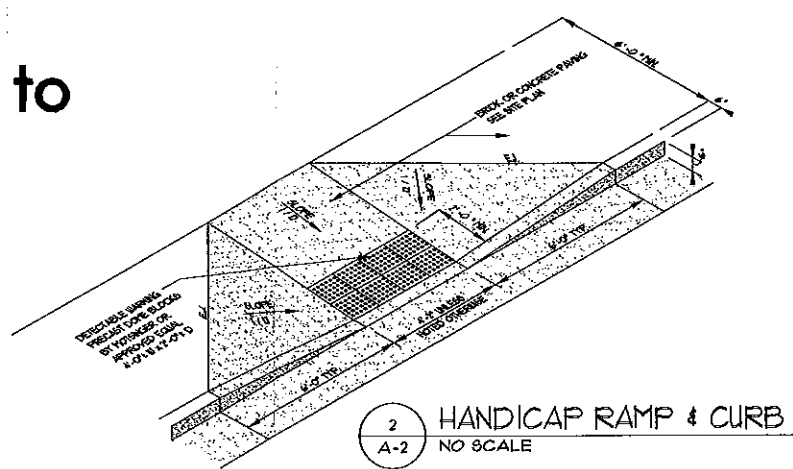
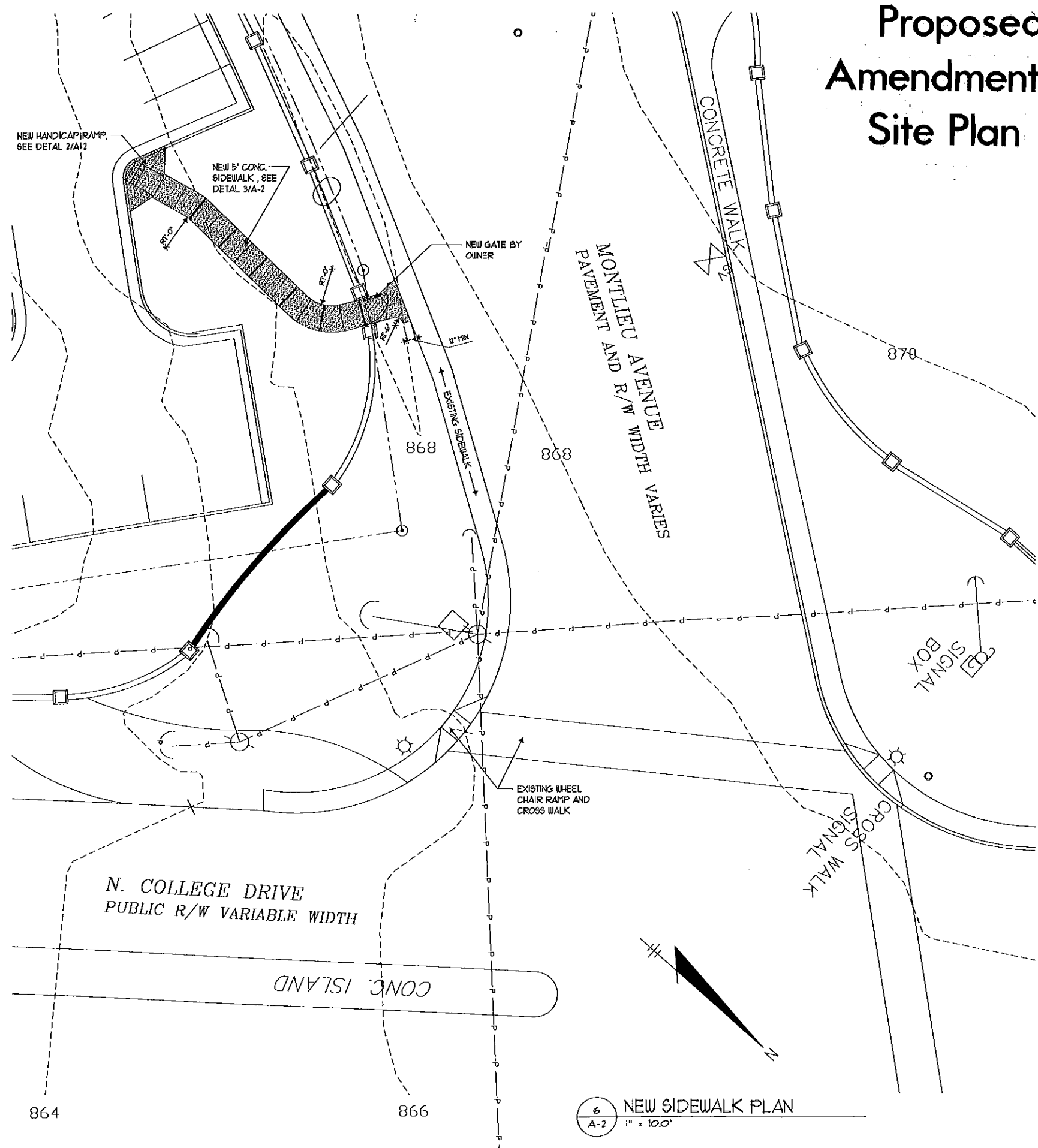
If you have any questions, please do not hesitate to contact me directly.

Sincerely,

A handwritten signature in blue ink, appearing to read 'DAS' or similar, written in a cursive style.

Donald A. Scarborough, Ed.D.
Vice President for Community Relations

Proposed Amendment to Site Plan



6 NEW SIDEWALK PLAN
A-2 1" = 10.0'

6 OVERALL SITE PLAN
A-2 NO SCALE

NEW FENCE AT
HARRISON ST.
HIGH POINT UNIVERSITY, HIGH POINT NORTH CAROLINA

EXHIBIT 'A'

M
REGISTERED ARCHITECT

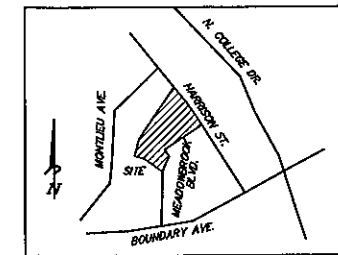
MERCER ARCHITECTURE INC
1015 HUTTON LANE SUITE 106
HIGH POINT NORTH CAROLINA 27662
TELEPHONE: 336/885-1200 FAX: 336/885-1201
PLOT F-0415 180 Masters Plan Buildings 0415D Fence P-3 Montieu
DATE 1/8/2010 1:13 PM

MERCER ARCHITECTURE INC
CERT. NO. 50891
HIGH POINT, NC

COMM. NO.
DATE 01-08-2010
REVISIONS:

SHEET NO.
A-2
OF TOTAL

Existing Site Plan



VICINITY MAP
Not to scale

GENERAL NOTES:

1. BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN TAKEN FROM SURVEY BY DAVIS-MARTIN-POWELL & ASSOC., INC.
2. CURRENT ZONING: RS-7.
3. CURRENT LAND USES: RESIDENTIAL AND VACANT
4. TOTAL SITE AREA = 6.097+ACRES (INCLUDING HARRISON STREET R/W TO BE CLOSED)
5. DEED REFERENCES: D.B. 6767 PG. 1106; D.B. 6921 PG. 1727; D.B. 6922 PG. 1937; D.B. 6915 PG. 730; D.B. 6943 PG. 373.
6. TAX MAP REF.: 18-0180-0-0005-1, 2, 3, 4, 6 AND 15.
7. ENTIRE PROJECT IS WITHIN THE CITY OF HIGH POINT CORPORATE LIMITS.
8. PROPERTY IS LOCATED WITHIN THE HIGH POINT CITY LAKE GENERAL WATERSHED AREA.
9. THIS PROPERTY MAY BE SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD.
10. SOIL TYPE IS MUB - MECKLENBURG URBAN LAND COMPLEX. HYDROLOGIC SOIL GROUP C.
11. A PORTION OF THIS SITE IS LOCATED IN A DESIGNATED FLOOD PLAIN.
12. SEE SUP 07-02 FOR ADDITIONAL CONDITIONS / RESTRICTIONS.

DAVIS-MARTIN-POWELL & ASSOCIATES, INC.

ENGINEERING
LAND PLANNING
SURVEYING



REV	DATE	DESCRIPTION	BY	PROJECT	DATE	PROJECT
1	1/2/09	DESIGNED	LSM	080304	08/03/09	08/03/09
2		DRAWN	LSM			
3		CHECKED	JH			
4		SCALE	AS NOTED			
5						
6						

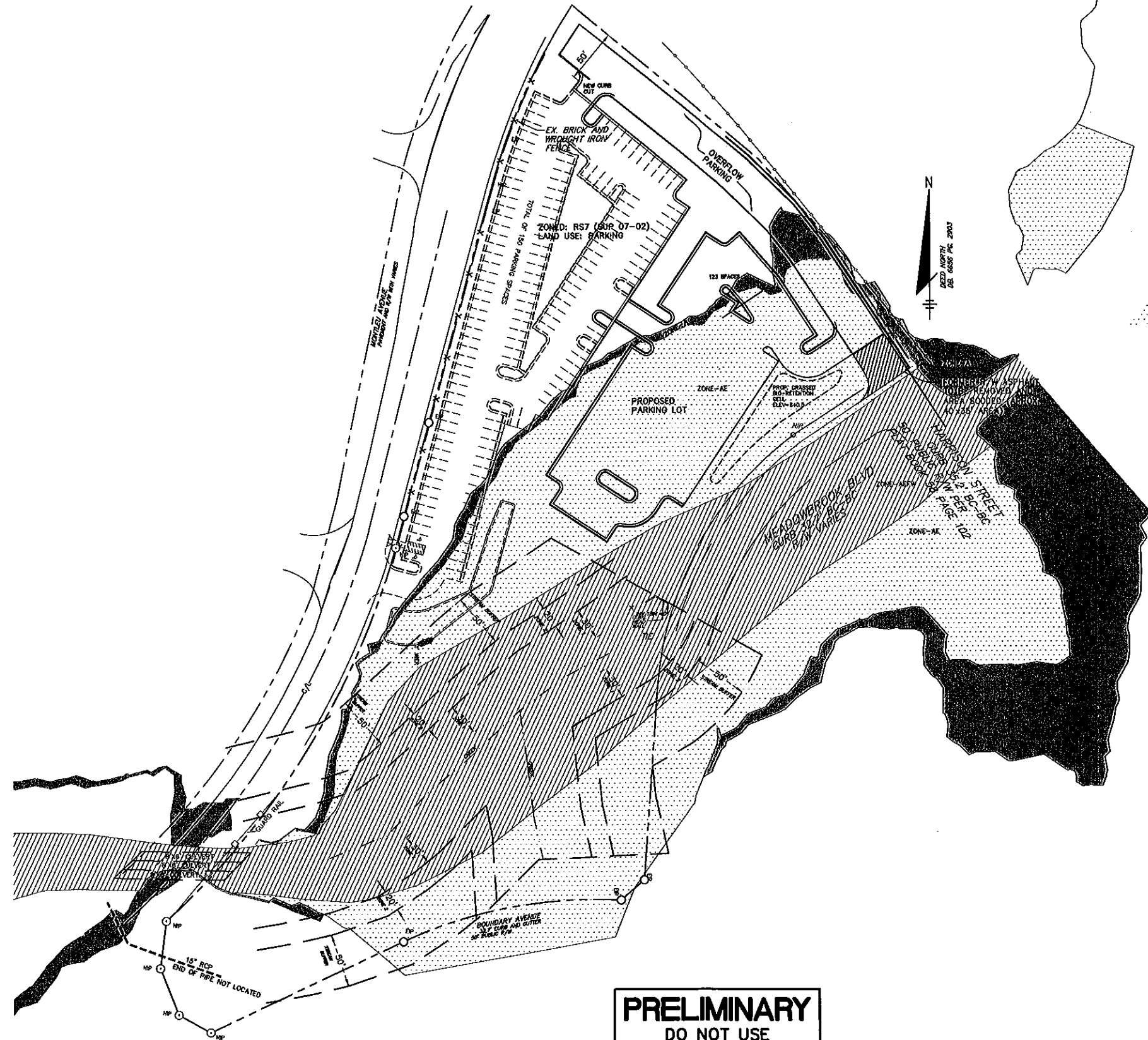
SKETCH PLAN
HIGH POINT UNIVERSITY
MEADOWBROOK ROAD AND HARRISON ST.
HIGH POINT TOWNSHIP GILFORD COUNTY
HIGH POINT, NORTH CAROLINA

SHEET NO.

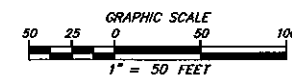


OF 1

Property Owner:
High Point University
859 Montleu Ave.
High Point, NC 27262
Contact: Gert Evans
(336) 471-6791



PRELIMINARY
DO NOT USE
FOR CONSTRUCTION



LEGEND

- ZONE 1
- ZONE AE - FLOOD PLAIN
- ZONE AEFW - FLOOD WAY

EROSION CONTROL LEGEND

- SF - SILT FENCE
- SPILL OUTLET
- TEMP. DIVERSION
- TEMP. CONSTRUCTION ENTRANCE
- DISTURBED AREA BOUNDARY
- STONE OUTLET

PLANNING AND ZONING COMMISSION RECOMMENDATION

On December 15, 2009, a public hearing was held before the Planning and Zoning Commission regarding the request described below. All members of the Commission were present except Mr. Andrew Putnam and Jay Wagner.

City of High Point

Street Abandonment Case 09-24

A request by the Technical Review Committee to abandon an unimproved portion of an unnamed right-of-way (referenced as "Riding Lane" on Plat Book 20, Page 22) located between Dogwood Circle south of Dogwood Court.

Mr. Schroeder presented this request and recommended approval of the case as outlined in the staff report.

No one spoke in favor or in opposition.

The Planning & Zoning Commission recommended ***approval*** of Street Abandonment Case 09-24 by a vote of 6-0.

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

**STAFF REPORT
STREET ABANDONMENT CASE 09-24
December 15, 2009**

Request	
Applicant: City of High Point Technical Review Committee	Proposal: Abandonment of an unimproved right-of-way identified as “Riding Lane” on Plat Book 20 Page 22 located between Dogwood Circle south of Dogwood Court.

Adjacent Streets		
Name:	Classification:	Right-of-Way and Pavement Width:
Dogwood Circle	Local Street	50 ft. right-of-way – 20 ft. ribbon pavement
Riding Lane	Unimproved	20 ft. right-of-way – unimproved

Adjacent Property Zoning and Current Land Use		
Western two-thirds (North & South):	Residential Single-Family-12 (RS-12)	Single-family residences
Eastern one-third (North & South)	Residential Single-Family-9 (RS-9)	Single-family residences

Analysis

The right-of-way being considered for abandonment is approximately 0.29 acres in area being approximately 20 feet in width by 626 feet in length. The eastern quarter of the right-of-way is maintained yard while the remainder is wooded. The right-of-way falls from west to east approximately 40 feet. At 20 feet wide the right-of-way does not have sufficient width to be improved to City standards. No utilities are present within the right-of-way.

Findings

The Technical Review Committee (TRC) reviewed this request on November 11, 2009 and identified no issues that would prevent its abandonment.

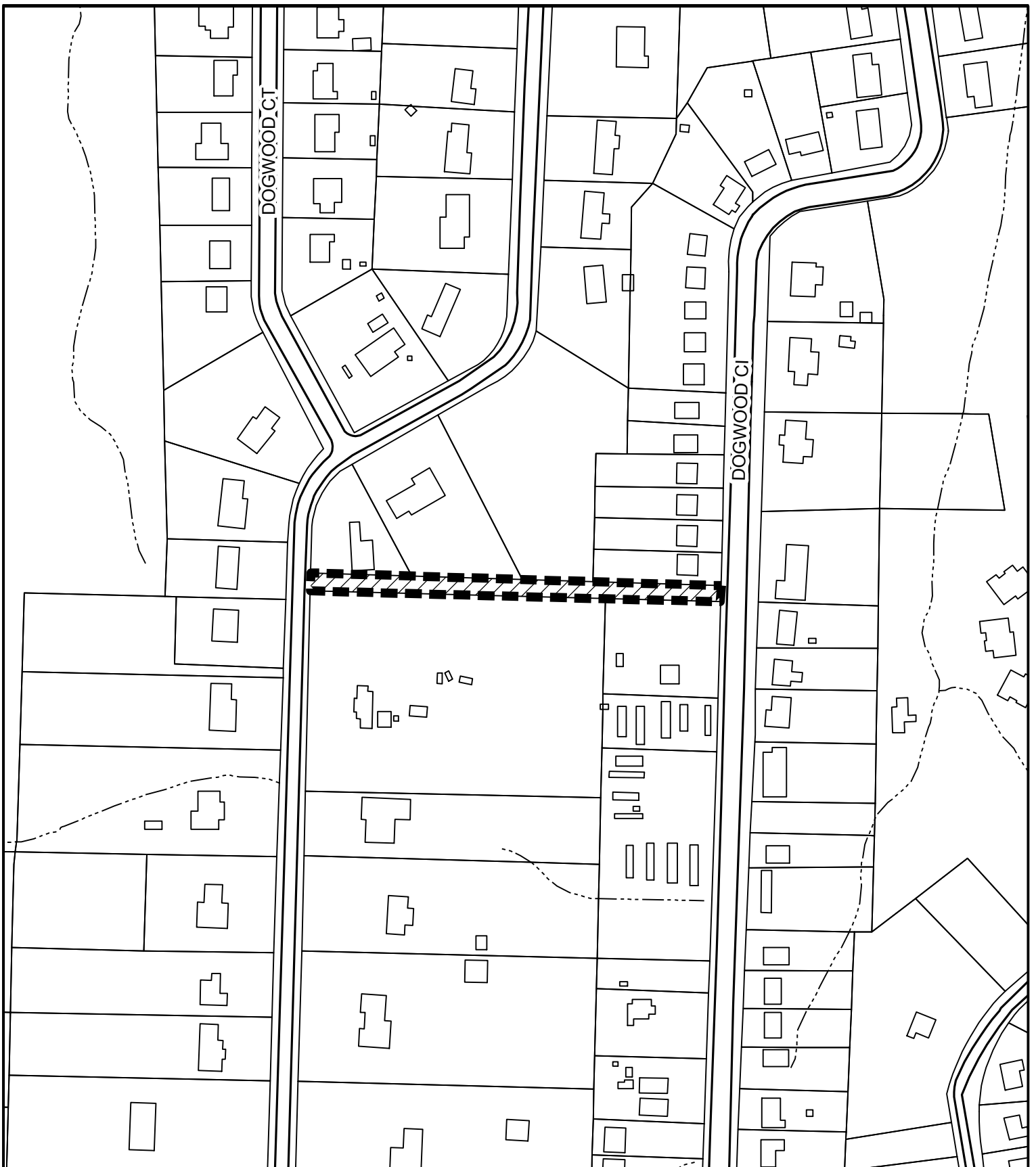
This abandonment of the public’s interest and conveyance of the right-of-way to the abutting property owners, as provided by state statutes, is found not to be contrary to the public’s interest and found not to deprive owners in the vicinity of the right-of-way or in the subdivision reasonable means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

Recommendation

The Planning and Development Department recommends approval of the requested street right-of-way abandonment based on preliminary findings that it is not contrary to the public interest, and that no property in the vicinity of the street abandonment would be deprived of reasonable means of ingress or egress.

Report Preparation

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



STREET ABANDONMENT REQUEST SA09-24

Applicant: Technical Review Committee
Area: 0.38 acres



Location of requested street abandment

**Planning & Development
Department**

City of High Point

Date: November 30, 2009



Scale: 1"=200'
y:/ba-pz/2009/pz/sa09-24.mxd

Attachments: Photographs (December, 2009) and Aerial (February, 2008)



Looking west from the eastern side of the Dogwood Circle loop. Right-of-way parallels the existing wood fence. The right-of-way is 20 feet in width.



Looking east from the western side of Dogwood Circle loop.



Aerial with the abandonment area highlighted.



January 12, 2010

MEMORANDUM

TO: Strib Boynton
City Manager

FROM: Louanne C. Hedrick
Budget & Evaluation Officer

SUBJECT: Agenda Item for City Council

Attached is a budget amendment relating to the Joblink Center on Idol Street. The amendment appropriates the lease proceeds for the building as approved by City Council. The amendment also appropriates funds for the current year impact for one debt service payment as well as the facilities rental and expenditures.

Randy McCaslin, Jeff Moore, or I will be available to answer any questions you may have.

cc: Pat Pate
Randy McCaslin
Jeff Moore

"A BUDGET ORDINANCE AMENDMENT
OF THE CITY OF HIGH POINT, NORTH CAROLINA FOR THE
JOBLINK CENTER PROJECT

Be it ordained by the City Council of the City of High Point, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Budget Ordinance Amendment is hereby adopted:

Section 1. A Capital Project Ordinance is established for the purchase of the property at 607 Idol Street. The Project is the establishment of the High Point JobLink Center Project. The Project will serve the citizens of and around the City of High Point. The Project includes the purchase of the property and related facility improvements. The Project will be paid by proceeds of lease-purchase agreement.

A. The following revenue is available to the City of High Point:

Lease Proceeds (401999)	\$ 2,000,000
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B. The following amounts are appropriated for the Project:

Building Improvements (401260)	\$ 2,000,000
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Section 2. The Annual Budget of the City of High Point adopted on June 18, 2009, is hereby amended as follows:

A. The following additional revenue is available in the Debt Service Fund:

Facility rentals (201999)	\$ 141,000
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B. The following amounts are appropriated for expenditure:

Debt Service (201961)	\$ 141,000
-----------------------	------------

Section 3. The Annual Budget of the City of High Point adopted on June 18, 2009, is hereby further amended as follows:

A. The following additional revenue is available in the General Fund for the remainder of the current fiscal year:

Facility rentals (101263)	\$ 39,971
---------------------------	-----------

B. The following amounts are appropriated for expenditure:

Operating expenditures (101263)	\$ 39,971
---------------------------------	-----------

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

Adopted this _____ day of January, 2010