

CITY OF HIGH POINT

AGENDA ITEM



Title: Jamestown Annexation Agreement
City of High Point

From: Lee Burnette, Planning & Development
Director

Meeting Date: August 21, 2017

Public Hearing: Yes

Advertising Date: July 19, 2017

Advertised By: Planning &
Development
Department

Attachments: A. Resolution
B. Exhibit A – Agreement Line Maps
C. Exhibit B – Legal Description
D. Exhibit C – Notification Areas

PURPOSE:

Consideration of a Resolution to renew an annexation agreement between the Town of Jamestown, North Carolina and the City of High Point, North Carolina.

BACKGROUND:

The 1991 agreement is due to expire on December 20, 2018. The Jamestown Town Council adopted the new agreement on August 15, 2017.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

City Council is requested to adopt the Resolution.

RESOLUTION TO RENEW AN ANNEXATION AGREEMENT BETWEEN THE TOWN OF JAMESTOWN, NORTH CAROLINA AND THE CITY OF HIGH POINT, NORTH CAROLINA.

WHEREAS, the Town of Jamestown and the City of High Point entered into a joint annexation agreement on November 21, 1991; and

WHEREAS, the agreement is due to expire on December 20, 2018; and

WHEREAS, the Town of Jamestown and the City of High Point want to continue to encourage the orderly development of the unincorporated areas adjacent to the two municipalities; and

WHEREAS, the Town of Jamestown and the City of High Point want to delineate growth boundaries in Guilford County between the two municipalities to promote orderly growth and allow for the efficient provision of municipal services; and

WHEREAS, the two jurisdictions want to reduce the uncertainty among residents and property owners in the potential growth areas of the municipalities, which will improve planning by both public and private interests in such areas; and

WHEREAS, Chapter 1009 of the 1987 Session Laws of the North Carolina General Assembly authorizes municipalities located in Guilford County to enter into agreements designating areas which are not subject to annexation by the participating municipalities.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF JAMESTOWN, NORTH CAROLINA AND THE COUNCIL OF THE CITY OF HIGH POINT, NORTH CAROLINA that the jurisdictions agree as follows:

1. This agreement shall be valid for 30 years as per Chapter 1009 of the 1987 Session Laws of the North Carolina General Assembly.
2. This agreement shall terminate on January 1, 2048.
3. Attached hereto and incorporated by reference and on file with the Clerks of Jamestown and High Point is Exhibit A, which illustrates Lines 1, 2 and 3 of this agreement that Jamestown and High Point agree not to cross with municipal boundaries by voluntary or involuntary annexation during the term of the agreement.
4. Attached hereto and incorporated by reference is Exhibit B, which describes the lines shown on Exhibit A.
5. At least thirty (30) days before the adoption of any annexation ordinance covering property within the notification areas shown on Exhibit C by either City, the Planning Director of the City which is considering annexation shall give written or electronic notice to the other City of the proposed annexation. The City of High

Point and the Town of Jamestown hereby authorize each other to use whichever of these two forms of notice the City sending the notice prefers. Such notice shall describe the area to be annexed by a legible map, clearly and accurately showing the boundaries of the area to be annexed in relation to: the boundaries of the area which the annexing City has agreed not to annex pursuant to this Agreement; roads, streams, and any other prominent geographical features. Such notice shall not be effective for more than one hundred eight (180) days.

6. For the purposes of this Agreement, whenever the right-of-way line of a street, other than an interstate highway, described in Exhibit B is moved due to an increase in the right-of-way width or a change in alignment, the Agreement line shall be on the new right-of-way line.
7. Nothing in the Act nor this Agreement shall be construed to authorize the annexation of any area which is not otherwise subject to annexation under applicable law, except G.S. 160A-58.1(b)(2) shall not apply.
8. Any party, which shall believe that a violation of SL 1009 or this Agreement has occurred, shall have available to it all remedies and relief authorized by the Act in addition to such remedies or relief as are authorized by other applicable law.
9. This Agreement may not be amended or terminated except upon the written agreement of both Cities, approved by resolution of the governing boards and executed by the Mayors of the Cities, and spread upon their respective minutes.
10. The municipalities shall cooperate in the provision of water and sewer services to properties on both sides of the agreement line. Each City may permit properties on its side of the annexation agreement line to receive water and/or sewer service from the other City upon agreement of both parties.
11. The effective date of this agreement is January 1, 2018.

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

Adopted by High Point City Council
this 21st day of August 2017

Adopted by Jamestown Town Council
this 15th day of August 2017

CITY OF HIGH POINT

TOWN OF JAMESTOWN

BY: _____
William Bencini, Mayor

BY: _____
Keith Volz, Mayor

6/30/17

ATTEST:

Lisa Vierling, City Clerk

APPROVED AS TO FORM:

City Attorney

ATTEST:

Katie McBride, Town Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT B

JAMESTOWN-HIGH POINT ANNEXATION AGREEMENT BOUNDARIES

Line 1

Area of Jamesford Meadows and Arnold J. Koonce, Jr City Lake Property. High Point shall not annex south or east of Line 1 described as follows:

Beginning on the west right-of-way line of Guilford College Road and the southeast corner of Guilford County Tax Department Parcel ID 0207338, then in a westerly direction along the southern line of Jamesford Subdivision and Parcel IDs 0207338, 0207228, 0207229 and, 0207230, to the southwest corner of Parcel ID 0207230 and the southeast corner of Parcel ID 0207231 and the northeast corner of Parcel ID 0207238, then in a southerly direction along the eastern boundary of Jamesford Subdivision and Parcel IDs 0207238, 0207239 and 0207240 to the southeast corner of Parcel ID 0204240 then continuing in a westerly direction along the southern property line of Parcel IDs 0207240, 0207241, 0207242, 0207243, 0207246, 0207247, 0207248, 0207249, 0207250 and 0207343 to the southwest corner of Parcel ID 0207343, then in a northwesterly direction following the western property line of Parcel ID 0207343 to the southeast corner of Parcel ID 0207163, then in a westerly direction along the southern property line of Parcel IDs 0207163, 0207164, 0207165, 0207166, and 0207167 to the southwest corner of Parcel ID 0207167, then in a southeasterly direction to the southeast corner of Parcel ID 0207168, then in a westerly direction along the southern property line of Parcel IDs 0207168 and 0207169 to a point at the southeast corner of Parcel ID 0207344, and then in a southwesterly direction following the southern property line of Parcel ID 0207344 to the northeast corner of Parcel ID 0207337, then in a southwesterly direction to the southeast corner of Parcel ID 0207337, then in a northwesterly direction to the southwest corner of Parcel ID 0207337 the same being a point in the property line of Parcel ID 0202937 (Arnold J. Koonce, Jr. City Lake, property owned by the City of High Point), then continuing south along the eastern property line of Parcel ID 0202937 and the western lines of the Wellington and Cedarwood residential subdivisions to a point in the southwestern corner of Cedarwood Subdivision, then due east to a corner in the property line of Parcel ID 0202937 and the northwest corner of Parcel ID 0159185 .

Line 2

Jamestown Park Golf Course and Athletic Complex. Jamestown shall not annex North or West of Line 2 described as follows:

Beginning at the southeast corner of Parcel ID 0157582 and the southern right-of-way line of East Fork Road (northern portion of the right-of-way line being a point at the City of High Point city limits line and a point in the southern property line of Parcel ID 0202937), then in a northwesterly direction with the southern right-of-way of East Fork Road along the northern

boundaries of Parcel IDs 0157582 and 0157586 to the northeast corner of Parcel ID 0157586, then in a southwesterly direction along the southern property line of Parcel ID 0157592 to the southwest corner of Parcel ID 0157592, then due south along the western property lines of Parcel IDs 0157586 and 0157582 to the southeast corner of Parcel ID 0157594 and a point in the line of Parcel ID 0212579, then in a southeasterly direction along the northern property lines of Parcel IDs 0212579 and 0212590 to a corner in Parcel ID 0157582 and the northeast corner of Parcel ID 0212590, then due south along the western property line of Parcel ID 0157582 to a corner in Parcel ID 0157582 and the southeast corner of Parcel ID 0157688.

Line 3

Dillon Road, Bales Chapel Road, Harvey Road, and Business I-85 area. High Point shall not annex North or East of Line 3 and Jamestown shall not annex South or West of Line 3 described as follows:

Beginning at a point, said point being a corner in the High Point and Jamestown city limits line that is also a corner in the City of High Point's ETJ boundary on the western edge of the Deep River, and a point in the property of Parcel ID 0177930, then leaving the High Point city limit line in a southerly direction along the eastern boundary of the High Point ETJ boundary line and the western line of the Jamestown city limit line, to a point in the southern property line of Parcel ID 0177930 and a southwestern corner in the Jamestown city limit line, then in an easterly direction along the northern property lines of Parcel IDs 0160612 and 0221945 to a point in the centerline of Dillon Road, then continuing in an easterly direction along the northern property lines of 0160141 and 0160140 to the northeast corner of parcel ID 0160140 and a point in the western line of Parcel ID 0160156, then in a northerly direction along the western boundary line of the northern portion of Parcel ID 0160156 to a point in the eastern property line of Parcel ID 0160139, then in a southeasterly direction along the eastern property line of the northern portion of Parcel ID 0160156 and Parcel ID 0160140, and again with the southern portion of Parcel ID 0160156 and Parcel IDs 0160180 and 0160173 to a point in the eastern property line of 0160153, said point also being the southwest corner of 0160143 and the northwest corner of Parcel ID 0160147, then due east following the northern property lines of Parcel IDs 0160147 and 0160144 to the northeast corner of Parcel ID 0160144, then due south following the eastern property line of Parcel ID 0160144 to a corner, then in an easterly direction along the northern property lines of Parcel IDs 0160144 and 0160170 to the northeast corner of Parcel ID 0160170, then in a southerly direction along the eastern boundary of Parcel ID 0160170 to a point in the line of Parcel ID 0160164, then in a southwesterly direction along the western property of Parcel ID 0160164 to a point in the northern right-of-way line of Bales Chapel Road, then due south across Bales Chapel Road to the southern right-of-way line of Bales Chapel Road, the same being the northern edge of High Point's ETJ boundary line, then continuing in an easterly direction along the southern right-of-way line of Bales Chapel Road and the northern property line of Parcel IDs 0160339, 0160134, then continuing in an easterly

direction across Lenard Road, then continuing in an easterly direction along the northern property line of Parcel IDs 0160332, 0160331, 0160330 to the northeast corner of Parcel ID 0160330 and a point in the western right-of-way of Harvey Road, then in a southerly direction along the western right-of-way of Harvey Road and the eastern High Point ETJ limit line, and eastern property line of Parcel IDs 0160330, 0160329, 0160328, 0160327, 0160326, and 0161110 to a southeast corner of Parcel ID 0161110 and the northeast corner of 0161156, then leaving said western right-of-way of Harvey Road in a southeastern direction to a point in the eastern right-of-way of Harvey Road, said point being the northwest corner for Parcel ID 0161111 and continuing along the northern property line of Parcel ID 0161111 to the northeast corner of Parcel ID 0161111, then in a southeasterly direction across Parcel ID 0161008 to the northeast corner of Parcel ID 0160996, also being a corner in the property line of Parcel ID 0161008, then due south following the eastern property line of Parcel ID 0160996 to the southeast corner of Parcel ID 0160996, then continuing due south across Parcel ID 0161008 to the northwest corner of 0160995, then due east along the northern property line of Parcel ID 0160995 to the northeast corner of Parcel ID 0160995 and a corner in Parcel ID 0161008, then due south along the eastern property line of Parcel ID 0160995 to the southeast corner of 0160995 and a point in the northern right-of-way for Business I-85, then in a northeasterly direction following the northern edge of said right-of way of Business I-85 and the southern property lines of Parcels IDs 0161008, 0160998, 0160130, and 0160990 to a point on the western right-of-way for River Road, then in a northwesterly direction along said right-of-way of River Road and the eastern property lines of Parcel IDs 0160990 and 0160130 to a corner of Parcel ID 0160130, also being the northeast corner of the southern portion of Parcel ID 0160101, then in a northeasterly direction crossing the right-of-way of River Road to a point in the eastern edge of the right-of-way of River Road and the southeast corner of the northern portion of Parcel ID 0160101 and the southwest corner of Parcel ID 0160100, then in northeasterly direction along the western property line of Parcel ID 0160100 to the northwest corner of Parcel ID 0160100, the same being a northeast corner of Parcel ID 0160101 and a point in the line of Parcel ID 0160116, then due west along the northern property line of Parcel IDs 0160101 and 0160102 to a northwest corner of Parcel ID 0160102, then continuing due west across Parcel ID 0160116 to a corner in Parcel ID 0160116 and 0160132, then in a northeasterly direction along the western property line of Parcel ID 0160116 to the northwest corner of Parcel ID 0160116, the same being a southeast corner of Parcel ID 0160097 and a southwest corner of Parcel ID 0160131, then due east along the northern property line of Parcel ID 0160116 to the northeast corner of Parcel ID 0160116 and a point in the western property line of Parcel ID 0156693, then due north, then northwest, then due north, then due east, then due south and then southeast along the property line of Parcel ID 0156693, the same point being the northern right-of-way line of Business I-85, then in a northeasterly direction along the southern property line of Parcel IDs 0156692 and 0156682 to the southeast corner of Parcel ID 0156682 and a point in the western right-of-way of Vickrey Chapel Road at its intersection with the northern right-of-way of Business I-85.

Exhibit A

High Point & Jamestown Annexation Agreement

Map of Line 1

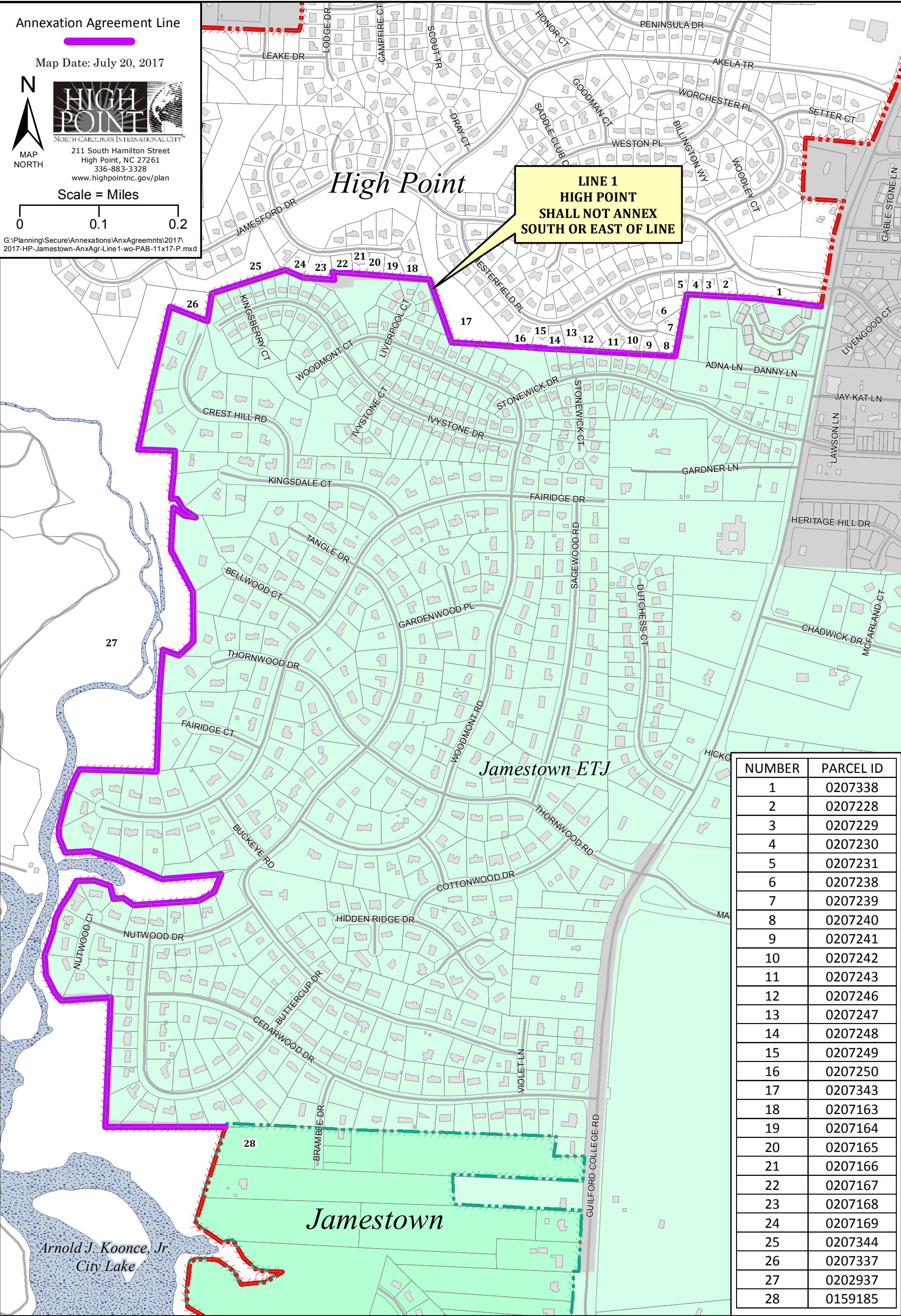


Exhibit A

High Point & Jamestown Annexation Agreement

Map of Line 2

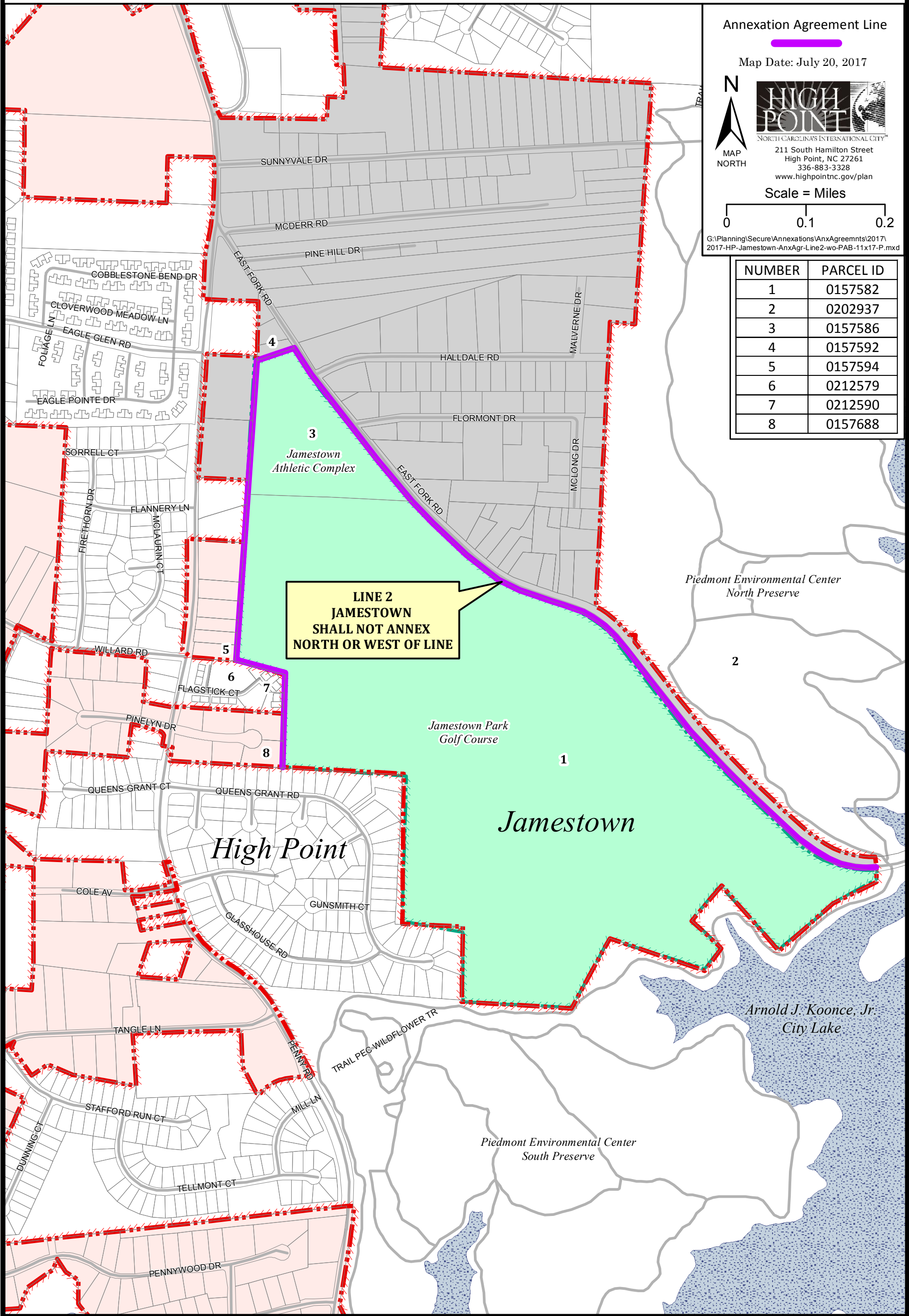
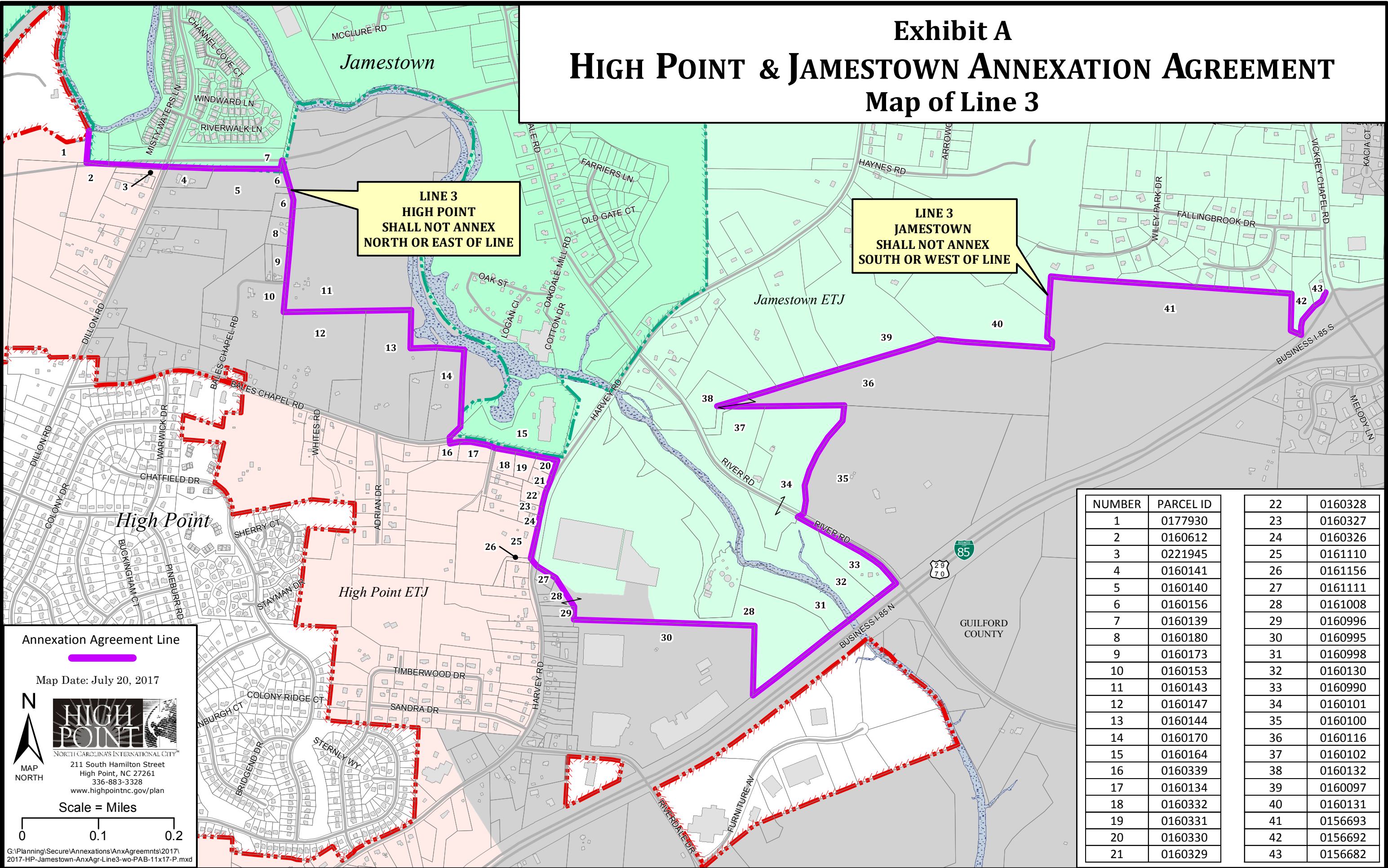


Exhibit A

High Point & Jamestown Annexation Agreement

Map of Line 3

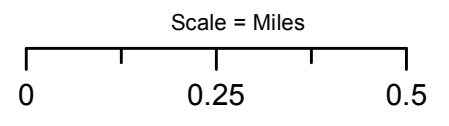


High Point & Jamestown Annexation Agreement Notification Areas

Exhibit C

Planning & Development Department
Map Date: July 20, 2017

Annexation Agreement Line



211 South Hamilton Street
High Point, NC 27261
336-883-3328
www.highpointnc.gov/plan



Area 2 - High Point shall notify Jamestown of Annexations throughout the red hatched area

Area 1 - Jamestown shall notify High Point of Annexations throughout the green hatched area

Area 4 - Jamestown shall notify High Point of Annexations throughout the blue hatched area

Area 3 - High Point shall notify Jamestown of Annexations throughout the orange hatched area

