

City of High Point

*Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260*



Meeting Agenda

Monday, November 21, 2022

5:30 PM

Council Chambers

City Council

Jay W. Wagner, Mayor

Monica L. Peters, Mayor Pro Tem

*Britt W. Moore (At Large), Tyrone Johnson (At Large), Cyril Jefferson (Ward 1),
Christopher Williams (Ward 2), S. Wesley Hudson (Ward 4), Victor Jones (Ward 5),
and Michael Holmes (Ward 6)*

ROLL CALL, MOMENT OF SILENCE, AND PLEDGE OF ALLEGIANCE**REGULAR AGENDA ITEMS****FINANCE COMMITTEE - Britt Moore, Chair**

- [2022-547](#) Contract - NC League of Municipalities - Third Party Administrator (TPA) for Property & Liability Claims
City Council is requested to award a three (3) year contract to NC League of Municipalities in the amount of \$240,000 to perform administration services for property and liability claims on the City's behalf.
Attachments: [1. Contract – NC League of Municipalities - Third Party Administrator \(TPA\) for](#)
- [2022-548](#) Contract -Agreement for Services - Laheen Management LLC - Apparatus Bay Floor Replacement/Repair - HPFD Headquarters
City Council is requested to award a contract to Laheen Management, LLC. in the amount of \$169,000 for the repair of the deteriorating apparatus bay floor at Headquarters Fire Station.
Attachments: [2. Contract -Agreement for Services – Laheen Management LLC - Apparatus B:](#)
- [2022-549](#) Receipt & Presentation of FY2021-2022 City of High Point Annual Comprehensive Financial Report
City Council is requested to acknowledge receipt of the City of High Point Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2022 and related required communications from the City's auditors, Cherry Bekaert LLP.
Attachments: [3. Receipt & Presentation of FY2021-2022 City of High Point Annual Comprehe](#)
- [2022-550](#) Contract Amendment - 2022 High Point Orthoimagery - Spatial Data Consultants, Inc. - LiDAR Data
City Council is requested to approve a contract amendment in the amount of \$90,700 for the 2022 High Point Orthoimagery Project contract with Spatial Data Consultants, Inc. to include collection of LiDAR data.
Attachments: [4. Contract Amendment to 2022 High Point Orthoimagery](#)
- [2022-551](#) Contract - czb, LLC - Authorization and Approval to create a Comprehensive Plan
City Council is requested to award a contract to czb, LLC. in the amount of \$350,000 to create a comprehensive plan establishing the City of High Point's vision and long-range policies to guide the future growth and development of the community over the next 20+ years and include implementation tools along with action plans to achieve and track progress.
Attachments: [5. Authorization and Approval for the Comprehensive Plan](#)

COMMUNITY DEVELOPMENT COMMITTEE - Council Member Williams, Chair

CONSENT AGENDA ITEMS

- [2022-533](#) Combination Deed - 801 Vail Avenue and 802 Amos Street for Affordable Housing Development
City Council is requested to approve a request for a combination deed for 801 Vail Avenue and 802 Amos Street to create a buildable lot for construction of an affordable housing unit and that the appropriate City official and/or employee be authorized to execute all necessary documents.
Attachments: [Combination Deed - 801 Vail Avenue and 802 Amos Street for Affordable](#)
- [2022-535](#) Ordinance - Demolition of Dwelling - 1205 Filbert Place
Adoption of an ordinance ordering the building inspector to effectuate the demolition of a dwelling located at 1205 Filbert Place belonging to (property owners name(s)).
Attachments: [Ordinance Demolition of Dwelling 1205 Filbert Place](#)
- [2022-536](#) Ordinance - Demolition of Dwelling - 1215 E. Russell Avenue
Adoption of an ordinance ordering the building inspector to effectuate the demolition of a dwelling located at 1215 E. Russell Avenue belonging to (property owners name(s)).
Attachments: [Ordinance Demolition of Dwelling 1215 E. Russell Avenue](#)
- [2022-537](#) Ordinance - Rescind Demolition Ordinance - 730 W. Fairfield Road - Minimum Housing Code
City Council is requested to rescind an ordinance for demolition for dwelling located at 730 W. Fairfield Road due to property being demolished and in compliance with the City of High Point's minimum housing code.
Attachments: [Ordinance Rescind Demo Ord 730 W. Fairfield Road](#)
- [2022-538](#) Ordinance - Rescind Demolition Ordinance - 2206 Gable Way - Minimum Housing Code
City Council is requested to rescind an ordinance for demolition for dwelling located at 2206 Gable Way due to property being repaired and in compliance with the City of High Point's minimum housing code.
Attachments: [Ordinance Rescind Demo Ord 2206 Gable Way](#)

PLANNING & DEVELOPMENT - Mayor Jay W. Wagner

PUBLIC HEARINGS

- [2022-544](#) Clayton Properties Group, Inc., Zoning Map Amendment 22-22

A request by Clayton Properties Group, Inc. to rezone approximately 33.55 acres from a Conditional Use Residential Single Family - 5 (CU R-5) District and a Conditional Use Residential Multifamily - 5 (CU RM-5) District to a Conditional Zoning Residential Single Family - 5 (CZ R-5) District and a Conditional Zoning Multifamily - 5 (CZ RM-5) District. The site is located along the east side of Dilworth Road, approximately 750 feet north of Bickford Road.

Attachments: [Staff Report ZA-22-22.pdf](#)

[2022-545](#)

High Point University, Zoning Map Amendment 22-23

A request by High Point University to rezone approximately 10.7 acres from a Conditional Zoning Institutional (CZ-I) District and the Office Institutional (OI) District to a Conditional Zoning Institutional (CZ-I) District. The site is lying along the north side of E. Lexington Avenue, between N. University Parkway and Meadowlawn Avenue 1301 E. Lexington Avenue and 1315 N. University Parkway).

Attachments: [Staff Report ZA-22-23.pdf](#)

GENERAL BUSINESS AGENDA

[2022-552](#)

Revisions to the Ordinance Establishing Dates & Times for Official Sessions of the High Point City Council

City Council is requested to adopt a Revised Ordinance Establishing Dates and Times for Official Sessions of the High Point City Council reflecting the 2023 meeting dates:

Cancellation of the Monday, January 2nd, 2023 Council Meeting, due to the New Year Holiday,

Cancellation of the Monday, January 16th 2023 Council Meeting due to the MLK Holiday, and rescheduling to Tuesday, January 17th, 2023,

Cancellation of the Monday, June 19th 2023 City Council Meeting due to the Juneteenth Holiday, and rescheduling to Tuesday, June 20th, 2023,

Cancellation of the Monday, July 3rd, 2023 City Council Meeting due to the July 4th Holiday,

Cancellation of the Monday, September 4th, 2023 City Council Meeting due to the Labor Day Holiday,

Cancellation of the Monday, October 16th, 2023 City Council Meeting due to the High Point Furniture Market.

Attachments: [FINAL Revisions to the Ordinance Establishing Dates & Times for Official Se](#)

[2022-553](#)

Reappointment - High Point Housing Authority Board - Portaro

Council is requested to confirm the reappointment of Chuck Portaro to the High Point Housing Authority Board; reappointment to be effective December 23, 2022 and will expire December 22, 2027.

Attachments: [Reappointment - Charles Portaro High Point Housing Authority](#)

ADJOURNMENT

CITY OF HIGH POINT

AGENDA ITEM



Title: Combination Deed – 801 Vail Avenue and 802 Amos Street for Affordable Housing Development

From: Thanena Wilson, Interim Director, Community Development & Housing

Meeting Date: November 8, 2022

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Instrument of Combination

Attachments:

PURPOSE:

To continue infill housing development efforts in the Core-City, Community Development & Housing seeks Council approval to combine lots 801 Vail Avenue and 802 Amos Street. Combining these lots will create a buildable lot for construction of an affordable housing unit, which as they currently exist is not feasible. Once the Instrument of Combination has been executed and recorded, the new lot addressed 801 Vail Avenue will be conveyed to Habitat for Humanity of High Point, Archdale & Trinity to provide a homeownership opportunity for a low-income family.

BACKGROUND:

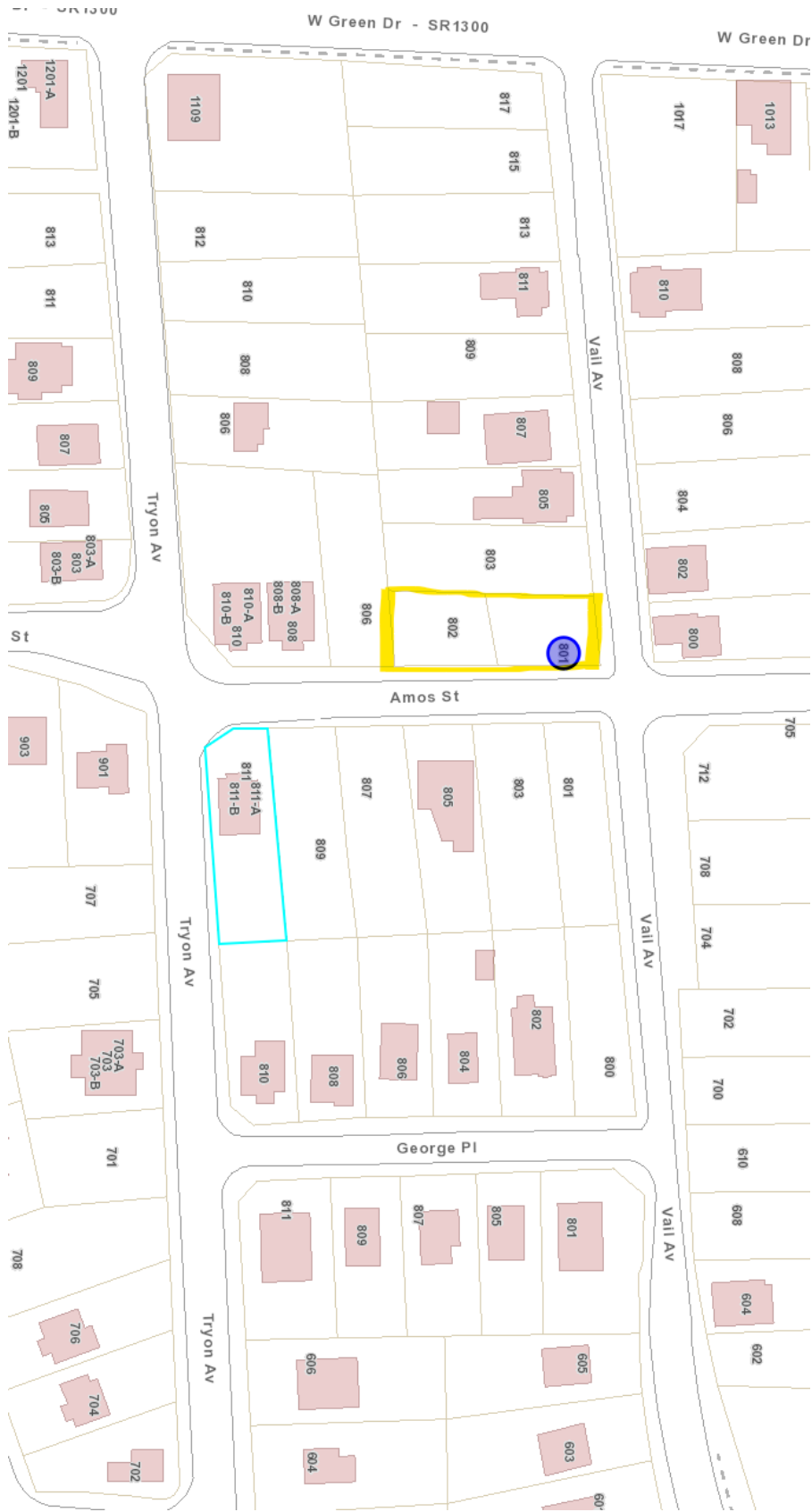
Habitat has already begun construction activities in the Southside community with 2 units, and through the combination of these lots, an additional lot will be made available to them. Construction is anticipated to begin late November or thereabout. A CHDO agreement will be executed with Habitat prior to property conveyance for the City's participation in construction of the units.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

The Community Development and Housing Department recommends approval of the Instrument of Combination and that the appropriate City official and/or employee be authorized to execute all necessary documents.



DRAWN BY: JoAnne Carlyle, City Attorney, City of High Point
P.O. Box 230, High Point, NC 27261

P/U: CHP/ROW

NORTH CAROLINA

GUILFORD COUNTY

INSTRUMENT OF COMBINATION
ADDRESS & TAX PARCEL #
801 Vail Street, (#172839)

THIS **INSTRUMENT OF COMBINATION** made and entered into this _____ day of November 2022, by the **CITY OF HIGH POINT**, a North Carolina municipal corporation, (P.O. Box 230, High Point, NC 27261), hereinafter referred to as "Owner".

WITNESSETH:

THAT WHEREAS, the Owner owns certain properties which were acquired by the following deeds:

General Warranty Deed recorded in **Book 6479, Page 42**, of the Guilford County Registry;

General Warranty Deed recorded in **Book 6505, Page 270**, of the Guilford County Registry;

WHEREAS, the Owner wishes to combine the above-mentioned properties into a single tract of land which is hereinafter described by encompassing the boundary lines pursuant to the description hereinafter described for the purpose of complying with all applicable provisions of all local and state ordinances and governmental regulations; and

WHEREAS, this is a limited special purpose instrument for the purposes specified above for the purposes of combining all of the said properties into a single tract and is not a conveyance and does not change or modify in any manner the ownership interest in the above referenced properties; and

NOW THEREFORE, upon execution and recordation of this instrument, the properties acquired by the aforementioned deeds are hereby combined and shall hereafter be described according to the description in Exhibit A, attached hereto and hereby incorporated by reference.

IN WITNESS WHEREOF, Owner has caused this instrument to be executed in its corporate name by its Mayor, attested by its City Clerk, and its corporate seal to be hereunto affixed, the day and year first above written.

CITY OF HIGH POINT

By: _____
Jay W. Wagner, Mayor

ATTEST:

Mary S. Brooks, Interim City Clerk

NORTH CAROLINA
GUILFORD COUNTY

I, _____, a Notary Public of _____ County and State aforesaid, do hereby certify that Mary S. Brooks personally appeared before me this day and acknowledged that she is Interim City Clerk of the City of High Point, and that by authority duly given and as an act of the said City, the foregoing instrument was signed in its name by its Mayor, and attested by herself as its Interim City Clerk

WITNESS my hand and official seal, this the _____ day of _____, 2022.

Notary Public

My commission expires:

EXHIBIT A
Boundary Description Lands of
CITY OF HIGH POINT
DEED BOOKS & PAGE REFERENCES
6479-42 LOT 13
6505-270 LOT 14
HIGH POINT, NORTH CAROLINA
HIGH POINT TOWNSHIP
GUILFORD COUNTY

The purpose of this document is to describe the lot combination of the properties located at 801 Vail Avenue and 802 Amos Street. The newly combined parcel will be addressed as indicated on page one.

Parcel 1:

Beginning at a stake at the intersection of Amos and Vail Street, running South with Amos Street 75 feet to a stake; thence West 55 feet to a stake; thence North 75 feet to a stake, Vail Street; thence East with Vail Street 55 feet to the Beginning; the same being a part of Block G of the J. M. Campbell Plat, according to the plat thereof, which is recorded in Plat Book 2, at Page 90, in the Office of the Register of Deeds of Guilford County, North Carolina. This lot fronts on Vail Street 55 feet and 75 feet on Amos Street. See Deed Book 1349, Page 271.
801 Vail Ave.

AND

Parcel 2:

Beginning at an iron stake on the west side of Amos Street, same being south 1 deg. 01 min. East 75 feet from the southwest intersection of Amos Street and Vail Street; running thence along the west side of Amos Street 1 deg. 1 min. East 75 feet to an iron stake; thence south 86 deg. 24 min. West 55 feet to an iron stake; thence north 1 deg. 01 min. East 75 feet to an iron stake; thence north 86 deg 24 min. East 55 feet to an iron stake on the west side of Amos street, to the point of beginning. See deed book 1295, page 92, and deed book 3276, page 213 for further reference.
802 Amos St.

CITY OF HIGH POINT

AGENDA ITEM



Title: Contract czb, LLC - Authorization and Approval to create a Comprehensive Plan

Meeting Date: November 21, 2022

From: Sushil Nepal, Planning and Development
Director

Advertising Date / N/A
Advertised By: N/A

Public Hearing: No

Attachments: RFQ Recommendation form

PURPOSE:

The Planning and Development Department recommends that the City Council approve the selection of czb, LLC to create a comprehensive plan for the city. This comprehensive plan will establish High Point's growth vision and long-range policies to guide the future growth and development of the community over the next 20+ years. The comprehensive plan will also include implementation tools along with action plans to help us achieve and track our growth vision.

BACKGROUND:

An RFQ (RFQ 9000-071222) was issued on June 10, 2022. On July 12, 2022, 4 proposals were received from qualified firms to provide professional services to create a comprehensive plan for the city. A selection committee comprised of staff from the Planning and Development, Transportation and Parks and Recreation departments reviewed the proposals and selected the top three firms for an interview. Interviews were held on August 22, 2022, and czb, LLC was rated the highest based on the RFQ and the interview. Planning and Development staff negotiated a contract with czb, LLC and recommends approval. The project is anticipated to take approximately 15 months and it is proposed to start in January 2023.

BUDGET IMPACT:

Funds for this project are available in the FY 2022-2023 budget.

RECOMMENDATION / ACTIONS REQUESTED:

Staff recommends City Council approve the contract with czb, LLC in the amount of \$350,000.



**RFQ RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

RFQ NO.:

DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO:

AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD:

DATE:

**The Purchasing Division concurs with recommendation submitted by the
recommends award to in the amount of \$**

**and
.**

PURCHASING MANAGER:

DATE:

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR:

DATE:

CITY MANAGER:

DATE:

AN ORDINANCE AMENDING “THE CITY OF HIGH POINT, NORTH CAROLINA DEVELOPMENT ORDINANCE,” PURSUANT TO SECTION 2.4.6, CONDITIONAL ZONING MAP AMENDMENT, OF THE DEVELOPMENT ORDINANCE.

WHEREAS, the City Council of the City of High Point adopted “The City of High Point Development Ordinance” on May 16, 2016 with an effective date of January 1, 2017, and subsequently amended;

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on October 25, 2022 and before the City Council of the City of High Point on November 21, 2022 regarding **Zoning Map Amendment Case 22-23 (ZA-22-23)** a proposed amendment to the Official Zoning Map of the “City of High Point Development Ordinance”;

WHEREAS, notice of the public hearings were published in the High Point Enterprise on October 15, 2022, for the Planning and Zoning Commission public hearing and on November 9, 2022 and November 16, 2022, for the City Council public hearing pursuant to Chapter 160D-602 of the General Statutes of North Carolina; and

WHEREAS, the proposed amendment was adopted by the City Council of the City of High Point on **November 21, 2022**.

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

SECTION 1

That the Official Zoning Map of the City of High Point be amended to establish the following described area as a: **Conditional Zoning Institutional (CZ-I) District**. The property is approximately 10.7 acres, located north of E. Lexington Avenue between N. University Parkway and Meadowlawn/Homewood Avenue (1315 N. University Parkway, 1129 Meadowlawn Avenue, and 1526 Homewood Avenue and 1302 E. Lexington Avenue). The property is also known as Guilford County Tax Parcels 182482 and 182475.

SECTION 2

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

Part I. **USES:** The College or University Use Type (Education Use Category) as listed in Principal Use Table 4.1.9 of the Development Ordinance, subject to the development and dimensional requirements of the Institutional (I) and the specific conditions listed in this ordinance

Part II. CONDITIONS:

A. Landscaping, Buffers and Screening:

1. Where the zoning site abuts residentially zoned parcel(s), a minimum five (5) foot high opaque fence shall be installed in the required planting yard.
2. Street Planting Yards (E. Lexington Avenue and Meadowlawn Ave)
 - a) A street planting yard shall be installed along the entire length of the E. Lexington Avenue and Meadowlawn Avenue frontage of the zoning site. Land development approval shall be acquired for this street planting yard landscaping by June 30, 2023. The street planting yard shall be installed by December 31, 2023. Failure to meet either of these dates shall cause the zoning to become void and administrative initiation of a Zoning Map Amendment application by the City of High Point Planning and Development Department to establish a R-5 District zoning of the site.
 - b) Where applicable, existing vegetation can be used to off-set required planting requirements for the street yard standards.
3. Landscaping for 1315 N. University Parkway (parking lot)

By December 31, 2023, landscaping for 1315 N. University Parkway (parking lot) shall be installed in accordance with the approved plan or a new landscaping plan shall be submitted and approved by the Planning and Development Department. Failure to meet this deadline shall cause the zoning to become void and administrative initiation of a Zoning Map Amendment application by the City of High Point Planning and Development Department to establish a R-5 District zoning of the site.

B. Transportation Conditions.

1. Vehicular Access:

- a. N. University Parkway: Vehicular access shall be restricted to the two (2) existing access points; 1) a northern access serving student housing (Norwood Avenue - private drive) and 2) a southern access point that aligns with a median opening (located approximately 575 feet north of the E. Lexington Avenue intersection).
- b. Meadowlawn Avenue: One (1) point of vehicular access shall be allowed to Meadowlawn Avenue. A one-way loop circulation drive with an entrance-only and exit-only configuration is considered as one access point.
 - i. This access point shall be installed in a manner generally depicted in Exhibits "A & B". A one-way entrance loop designed to serve as a passenger pick-up and drop-off for new facilities within Guilford County Tax Parcel 182482.

- ii. Except for allowing an exit-only access drive for Guilford County Tax Parcel 182536 (student housing tract), the driveway layout shall be designed to be separated from all land uses, vehicle circulation and parking areas serving the zoning site.
 - iii. This condition shall only apply while all parcels fronting along Meadowlawn Avenue have a residential zoning designation as listed in Section 3.3 of the Development Ordinance.
- c. Homewood Avenue: No access permitted to Homewood Avenue. This condition shall only apply while all parcels fronting along Homewood Avenue have a residential zoning designation as listed in Section 3.3 of the Development Ordinance.
2. Pedestrian Access: The following pedestrian circulation corridors shall be established and installed (see item 2.a and 2.b below). Land development approval shall be acquired by June 30, 2023 and installation shall be completed by December 31, 2023. Failure to meet either of these dates shall cause the zoning to become void and administrative initiation of a Zoning Map Amendment application by the City of High Point Planning and Development Department to establish a R-5 District zoning of the site.
- a. Pedestrian Circulation Corridor #1: A minimum 6 foot wide sidewalk shall be installed along the entire length of the E. Lexington Avenue frontage of the zoning site.
 - b. Pedestrian Circulation Corridor #2: A minimum 8 foot wide concrete or asphalt pedestrian connection shall be installed from the parking lot lying north of the site (Tax Parcel 182482), through the southern portion of the site (Tax Parcel 182475), to the E. Lexington Avenue right-of-way line.
3. Other Transportation Conditions: The City of High Point Transportation Director shall approve the exact location and design of all access points and improvements.

SECTION 3

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

SECTION 4

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

SECTION 5

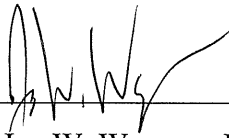
That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 6.

This ordinance shall become effective upon the date of adoption.

Adopted by the City Council
City of High Point, North Carolina
The 21st day of November 2022

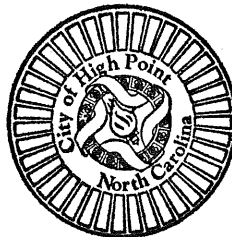
By: _____


Jay W. Wagner, Mayor

ATTEST:



Mary S. Brooks, Interim City Clerk



CITY OF HIGH POINT

AGENDA ITEM



Title: Ordinance to Demolish –2206 Gable Way

From: Thanena S. Wilson, Interim Director
Community Development & Housing

Meeting Date: 11/8/2022

Public Hearing: No

Advertising Date:

Advertised By:

Attachments: A. Ordinance to Rescind Demolition

PURPOSE:

A request by Community Development and Housing – Local Codes Section to rescind the ordinance adopted by Council to demolish the dwelling at 2206 Gable Way.

BACKGROUND:

An Ordinance for demolition was passed by the High Point City Council on November 1, 2021. The property was brought into compliance with the Minimum Housing Code by the owner repairing the dwelling.

BUDGET IMPACT:

None

RECOMMENDATION / ACTION REQUESTED:

Staff recommends rescinding the ordinance due to the property being repaired and in compliance with the City's Minimum Housing Code.

PENDING ACTION:

The ordinance becomes effective from the date of adoption.

**AN ORDINANCE RESCINDING AN ORDINANCE ADOPTED ON THE 1st DAY OF
NOVEMBER 2021, REQUIRING THE BUILDING INSPECTOR OF THE CITY OF
HIGH POINT TO DEMOLISH THE DWELLING LOCATED AT 2206 GABLE WAY,
HIGH POINT, NORTH CAROLINA**

WHEREAS, on November 1st, 2021, the High Point City Council adopted an ordinance requiring First Chandler Group, LLC, owner of the property located at 2206 Gable Way, High Point, North Carolina, to demolish said dwelling because it was unfit for human habitation and the estimated costs of making the necessary repairs would be in excess of sixty-five percent (65%) of the dwelling's value; and

WHEREAS, the owner repaired the dwelling as prescribed in the High Point Minimum Housing Ordinance.

NOW, THEREFORE, BE IT ORDAINED, by the High Point City Council as follows:

1. The provisions of the Ordinance requiring the Building Inspector of the City of High Point to demolish the dwelling located at 2206 Gable Way, High Point, North Carolina, recorded in Deed Book 8535, Page 1917, in the Office of the Register of Deeds of Guilford County, is hereby rescinded thereby releasing the said property, and only said property, from the demolition ordinance and permitting such to be cancelled of record upon the recording of this ordinance.

2. This Ordinance shall become effective upon its adoption and a copy certified by the High Point City Clerk, shall be recorded in the Office of the Register of Deeds of Guilford County, North Carolina, and shall be indexed in the name of the First Chandler Group, LLC in the grantor index as provided by law.

Adopted by City Council
This the 21st day of November 2022

Mary S. Brooks, Interim City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Revisions to the Ordinance Establishing Dates and Times for Official Sessions of the High Point City Council

From: Tasha Logan Ford, City Manager

Meeting Date: November 21, 2022

Public Hearing: N/A

**Advertising Date /
Advertised By:** N/A

Attachments: Revised Ordinance Establishing Dates and Times for Official Sessions of the High Point City Council

PURPOSE:

To adopt a Revised Ordinance Establishing Dates and Times for Official Sessions of the High Point City Council.

BACKGROUND:

At the Organizational Meeting of the 2019-2023 City Council held on Monday, December 2, 2019; Council adopted an Ordinance Establishing Dates and Times for Official Sessions of the High Point City Council. On November 16, 2020; December 21, 2020; May 19, 2021; November 1, 2021; and January 4, 2022; the City Council subsequently made additional revisions to the schedule reflecting revisions to the meeting schedule. Revisions are now necessary to reflect the 2023 meeting dates of the High Point City Council.

BUDGET IMPACT:

N/A

RECOMMENDATION / ACTION REQUESTED:

City Council is requested to adopt a Revised Ordinance Establishing Dates and Times for Official Sessions of the High Point City Council reflecting the 2023 meeting dates:

Cancellation of the Monday, January 2nd, 2023 Council Meeting, due to the New Year holiday,

Cancellation of the Monday, January 16th 2023 Council Meeting due to the MLK holiday, and rescheduling to Tuesday, January 17th, 2023,

Cancellation of the Monday, June 19th 2023 City Council Meeting due to the Juneteenth Holiday, and rescheduling to Tuesday, June 20th, 2023,

Cancellation of the Monday, July 3rd, 2023 City Council Meeting due to the July 4th holiday,

Cancellation of the Monday, September 4th, 2023 City Council Meeting due to the Labor Day holiday,

Cancellation of the Monday, October 16th, 2023 City Council Meeting due to the High Point Furniture Market.

Adopted 12/2/2019
Revised 11/16/2020
Revised 12/21/2020
Revised 5/19/2021
Revised 11/1/2021
Revised 1/4/2022
Revised 11/21/2022

REVISED
ORDINANCE ESTABLISHING DATES AND TIMES FOR OFFICIAL SESSIONS OF THE
HIGH POINT CITY COUNCIL

WHEREAS, Article II, Section 2.5 of the Charter of the City of High Point (Chapter 501 of the Session Laws of 1979, as amended), requires that the City Council establish specific dates for all meetings, and provide for the call of special meetings;

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

Pursuant to Article II, Section 2.5 of the Charter of the City of High Point, that on and after December 2, 2019, there shall be held Regular meetings of the High Point City Council in the Council Chambers on the Third Floor of the Municipal Building, located at 211 South Hamilton Street, High Point, North Carolina. The meeting schedule shall be as follows:

Regular Meetings of the City Council shall be held on the first and third Monday of each month at **5:30 p.m.** except for the following meetings:

2020 Meeting Revisions:

Cancellation of the Monday, January 20th Council Meeting and rescheduling to Tuesday, January 21st at 5:30 p.m. due to the MLK Holiday

Cancellation of the Monday, April 20th Council Meeting due to the High Point Furniture Market

Cancellation of the Monday, July 6th Council Meeting due to the 4th of July Holiday

Cancellation of the Monday, September 7th Council Meeting due to the Labor Day Holiday

Cancellation of the Monday, October 19th Council Meeting due to the High Point Furniture Market

2021 Meeting Revisions:

Cancellation of the Monday, January 18th Council Meeting and rescheduling to Tuesday, January 19th due to the MLK Holiday

~~*Cancellation of the Monday, April 19th Council Meeting due to the High Point Furniture Market*~~ (added back to meeting schedule on 12/21/2020)

Cancellation of the Monday, June 7th Council Meeting due to the High Point Furniture Market

Cancellation of the Monday, July 5th Council Meeting due to the July 4th Holiday

Cancellation of the Monday, September 6th Council Meeting due to the Labor Day Holiday

Cancellation of the Monday, October 18th Council Meeting due to the High Point Furniture Market

2022 Meeting Revisions:

Cancellation of the Monday, January 3, 2022 Council Meeting and rescheduling to Tuesday, January 4th

Cancellation of the Monday, January 17th Council Meeting due to the MLK holiday, and rescheduling to Tuesday, January 18th

Cancellation of the Monday, April 4th Council Meeting due to the High Point Furniture Market

Cancellation of the Monday, June 20th Council Meeting due to the Juneteenth holiday and rescheduling to Tuesday, June 21st.

Cancellation of the Monday, July 4th City Council Meeting due to the July 4th holiday

Cancellation of the Monday, September 5th Council Meeting due to the Labor Day holiday

2023 Meeting Revisions:

Cancellation of the Monday, January 2nd Council Meeting due to the New Year Holiday

Cancellation of the Monday, January 16th Council Meeting due to the MLK holiday, and rescheduling to Tuesday, January 17th

Cancellation of the Monday, June 19th Council Meeting due to the Juneteenth holiday, and rescheduling to Tuesday, June 20th

Cancellation of the Monday, July 3rd Council Meeting due to the July 4th Holiday

Cancellation of the Monday, September 4th Council Meeting due to the Labor Day Holiday

Cancellation of the Monday, October 16th Council Meeting due to the High Point Furniture Market

City Manager's Briefing Sessions shall be held on the 1st and 3rd Monday at 4:00 p.m. in the 3rd Floor Lobby Conference Room, unless otherwise announced.

Any *Special Called Meetings—including Closed Sessions*—may be called as provided by law.

All scheduled meetings shall be in accordance with the Open Meetings Law.

(these meetings could be subject to cancellation if there is no business to be considered)

FURTHER, that the Mayor when present, shall preside at all meetings of the City Council. If the Mayor is absent, then the Mayor Pro Tempore shall preside. If the Mayor Pro Tempore is also absent, then any other Member of City Council may be selected to preside at the meeting.

Meeting schedule to be effective upon adoption.

Adopted by the City Council this 2nd day of December 2019; and
Revised by the City Council this 16th day of November 2020; and
Revised by the City Council this 21st day of December 2020; and
Revised by the City Council this 19th day of May 2021; and
Revised by the City Council this 1st day of November 2021; and
Revised by the City Council this 4th day of January 2022; and
Revised by the City Council this 21st day of November 2022.

Jay W. Wagner, Mayor

Attest:

Mary S Brooks, CMC
Interim City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Third Party Administrator for Property and Liability Claims

From: Bobby D. Fitzjohn, Financial Services Director **Meeting Date:** November 21, 2022

Public Hearing: No

Advertising Date N/A

Advertised By: N/A

Attachments: TPA Services Agreement

PURPOSE:

The City contracts with a third party (TPA) to perform administration services for property and liability claims on the City's behalf. Our current agreement with the NC League of Municipalities will end on December 31, 2022.

BACKGROUND:

In December 2021, the City was notified by our previous TPA that they would not renew their contract for 2022. Finance staff reached out to several TPAs, receiving a favorable response from the NC League of Municipalities for a one-year agreement. Finance and legal staff are satisfied with the performance of the NC League of Municipalities and the pricing is fair compared to recent proposals shared by the Guilford City County Advisory Committee. At the completion of this three-year term, the City will conduct an RFP for TPA Services. The three-year agreement is estimated to cost the city approximately \$240,000 or \$80,000 per year.

BUDGET IMPACT:

Funds are available in the FY2022-23 budget and will be included in subsequent budgets.

RECOMMENDATION / ACTIONS REQUESTED:

The Financial Services Department recommends approval of a three-year agreement for TPA services with the NC League of Municipalities beginning January 1, 2023 to December 31, 2025 with an estimated cost of \$240,000.

**AGREEMENT FOR
THIRD PARTY ADMINISTRATION SERVICES
FOR PROPERTY AND LIABILITY CLAIMS
CITY OF HIGH POINT**

This Agreement is made and entered into as of the ____ day of _____ 2022 (the “Effective Date”) by and between the North Carolina League of Municipalities, an unincorporated association (“League”) and the City of High Point, a municipal corporation of the State of North Carolina (“City”).

WITNESSETH

WHEREAS, City desires to procure an independent contractor to perform third party administration services for property and liability claims; and

WHEREAS, City has completed all necessary steps for retention of professional and other services under applicable City policies; and

WHEREAS, City has agreed to engage League, and League has agreed to contract with City, for performance of services as described herein in accordance with the terms and conditions set forth.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, League and City do contract and agree as follows:

1. SCOPE OF SERVICES

League agrees to provide the claims administration services described and set forth in Exhibit “A”, entitled “Scope of Services”, which is attached hereto and incorporated into and made a part of this Agreement by reference.

2. TIME FOR PERFORMANCE

The term of this Agreement shall begin on the Effective Date and, unless sooner terminated in accordance with the terms hereof, shall exist and continue until December 31, 2025.

3. COMPENSATION

Compensation to be paid to League by City shall be in accordance with the terms set forth in Exhibit “B” entitled “Pricing” which is attached hereto and incorporated into and made a part of this Agreement by reference. City shall be invoiced monthly for the claims created during the previous month. Upon receipt of an invoice, City shall pay amounts invoiced within fifteen (15) days after the date of the invoice, or contact League’s representative herein designated with questions. Upon resolution of any such questions, City shall make appropriate payment to League within fifteen (15) days thereafter.

4. QUALITY OF SERVICES

All services performed under this Agreement shall be performed in a professional manner to the reasonable satisfaction of City, and shall conform to all prevailing industry and professional standards for third party administrator services for property and liability claims.

5. CLAIM PAYMENTS

For each calendar month during the Agreement term, City will transfer to League certain funds for use in payment of accepted claims against the City. The funds transferred to League by City will be in an amount commensurate to approximately thirty (30) calendar days of projected claim payments. In addition, in any case in which claim payments made on behalf of City appear to be projected to exceed the initial funding transferred to League, League will notify City and request additional funding for the remainder of the month. League will acknowledge receipt of these funds as well as its obligation to return unused funds to City in accordance with the provisions of this Agreement.

If a surplus of funds remains after all claim payments have been credited against a monthly fund transfer, such surplus will be held by League to cover shortfalls in claim payment funds which may arise in succeeding months. League will be required to maintain an accounting of all fund transfers, claim payments, and surpluses. City agrees that any deficiency in funds availability during any calendar month shall be due and payable not later than fifteen (15) days from the date of invoicing from League. Reconciliation of these fund transfers and claim payments, if necessary, will occur at the conclusion of each Agreement term. League shall, within fifteen (15) days after reconciliation, return any excess funds to City, provided that excess funds shall be only those funds remaining after offset of: (1) the amount against any un-reimbursed claim payments; and (2) any funds held in reserve for open claims.

The payment of any loss settlement in excess of \$25,000 will require City's approval and pre-funding by City within three (3) business days of League's notice to City.

Upon receipt of an invoice, City shall pay amounts invoiced with fifteen (15) days after the date of the invoice or contact League's representative herein designated with questions. Upon resolution of any such questions, City shall make appropriate payment to League within fifteen (15) days thereafter.

6. SETTLEMENT AUTHORITY

Pursuant to the terms of this Agreement, City delegates and hereby relinquishes full and complete authority and control to League for all matters pertaining to the handling of claims within League's discretionary settlement authority limit under this Agreement as set forth in Exhibit A, Item 4. League shall, in connection with such claims comply with all applicable federal, State or local laws in the evaluation and adjustment of assigned claims or the subject matter thereof, and shall exercise its independent judgment unless City specifically advises otherwise. City reserves the right to take over the handling and control of any claim at any time for any reason.

City represents and warrants that any settlement requiring the prior approval of City as specified herein shall be, when so approved, the duly authorized act of City and that the representative of City providing such approval shall be authorized to do so on behalf of City.

7. SUSPENSION OR TERMINATION

7.1 Default. In the event that League's performance shows non-conformance to the work required by this Agreement, the Scope of Services or other terms or conditions contained herein as a result of League's errors, omissions or negligent acts, League shall be in breach of this Agreement and City may take corrective action as it deems necessary including, but not limited to, termination, withholding or reduction of payment.

7.2 Suspension. In the event that League's performance is found by City to be deficient under this Agreement, City shall also have the right to suspend the Agreement upon ten (10) days' written notice to League. Such written notice shall state the reasons for suspension and allow for a review period of ten (10) days during which League shall be provided with an opportunity to respond with an explanation or justification, and/or shall undertake any reasonable remedial action required by City. If, in the opinion of City, League remains in violation of the Agreement at the completion of the ten (10) day suspension period, City shall have the right to terminate the Agreement, whereupon all obligations of City to League shall cease. If, following a suspension, City elects to resume performance under the Agreement, such resumption of performance shall not constitute waiver of any rights or claims of City hereunder.

7.3 Post Termination Responsibilities. If this Agreement is terminated for any reason, unless otherwise agreed in writing at that time, as of the date of termination, League will not accept any new claim files from City and will otherwise terminate all work under this Agreement, except that League will complete the adjustment of claim files previously received by it for which the fees specified in Exhibit B have been paid until such time as the file is closed. City shall continue to be legally and financially responsible for and shall fund all payments under such files as League shall continue to adjust.

7.4 Other Remedies. Nothing contained herein shall prevent City from pursuing any other remedy that it may have against League including claims for damages.

7.5 Data Access Upon Termination. Upon expiration, termination or default of the Agreement, League will provide City or its authorized agent access to all electronic data files that need to be transferred to another software system.

8. INDEMNIFICATION

League shall not be liable for any claims, damages, losses, costs, charges, fees, interest or expenses of whatever kind (including punitive damages, court costs and attorneys' fees) arising out of any incident, occasion or claim made against City for which services are provided hereunder. To the extent allowed by North Carolina law, City shall indemnify and hold harmless League from all liability, costs and legal fees arising out of any incident, occasion or claim made against City for which services are provided hereunder.

League shall indemnify, defend and hold harmless City with respect to any claims or demands, actions, damages, costs and expenses resulting from any errors, omissions, torts or other negligent acts or omissions of League, its agents, servants, employees, associates or subcontractors; provided however, that the foregoing hold harmless provision shall have no force and effect with respect to any such claims or demands, actions, damages, costs and expenses which are the result of the instructions or acts of the City, or are the result of League's non-negligent fulfillment of its obligations under this Agreement.

The parties understand and acknowledge that no North Carolina case, statute or Constitutional provision authorizes a local government to indemnify a contractor and that this contract provision may be unenforceable.

9. NON-EMPLOYMENT COVENANT

During the period of this Agreement and any renewals or extensions thereof, and for a period of two (2) years thereafter, League agrees not to solicit for employment, or employ any City employees who provided any services or work within the scope of services contemplated by this Agreement; and City agrees not to solicit for employment, or employ during the period of this Agreement and any renewals or extensions thereof, and for a period of two (2) years thereafter, any employee of League who provided any services or work within the scope of services contemplated by this Agreement.

10. ACCESS TO DATA/FILES

League shall have a duty to maintain records and files in a format and via a system that is easily accessible to City and to ensure and support City's ability to access and analyze claim information efficiently.

11. NOTICES

All notices, requests for payment or other communications arising hereunder shall be, until notice of a change is given to the other party in accordance with the provisions of this section, sent or directed to the following:

City

Attn: Bobby Fitzjohn
Financial Services Director
211 South Hamilton, Room 214
High Point, NC 27260
Telephone: (336) 883-3238

League

Attn: Glenn LeGrande
Property and Casualty Claims Manager
434 Fayetteville Street, Suite 1900
Raleigh, NC 27601
Telephone: (919) 715-2900

12. NON-DISCRIMINATION

With respect to the subject matter of, and all work to be performed under this Agreement, it is specifically agreed that League, its agents, officials, employees and servants agree not

to discriminate in any manner on the basis of age, sex, sexual orientation, handicap, race, color, creed or national origin with reference to the subject matter of this Agreement, no matter how remote.

13. ASSIGNMENT

This Agreement may not be assigned by League without the express written consent of City.

14. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the applicable laws of the State of North Carolina, and venue for any legal actions shall be in Guilford County Superior Court.

15. ENTIRE AGREEMENT

This instrument, together with the following documents incorporated herein by reference, constitutes the whole and entire agreement between the parties and supersedes all prior oral and written statements or agreements. Those documents specifically incorporated herein by reference as if fully set forth herein are:

- i. Exhibit A – Scope of Services
- ii. Exhibit B – Pricing

This instrument may be altered only by a subsequent mutual agreement that is reduced to writing and is executed by authorized legal representatives of both parties.

The parties agree that if any provision of this Agreement shall be held invalid for any reason, the remaining provisions shall not be affected if they may continue to conform with the purposes of this Agreement and the requirements of applicable law.

16. AUTHORITY

League and City, each to the other, represent and warrant that each has full authority to enter into this Agreement and that each has obtained all necessary consents in connection with execution and delivery thereof. This Agreement constitutes the valid and legally binding obligation of each party, enforceable in accordance with its terms. The person or persons executing this Agreement on behalf of the parties are duly authorized to do so.

17. NON APPROPRIATION

Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from City are from appropriations and monies from its governing body and any other governmental entities. In the event sufficient appropriations or monies are not made available to City to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of City. In the event of such non appropriation, notice thereof shall be immediately provided by City to League.

18. COMPLIANCE WITH E-VERIFY

The parties shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if League utilizes a subcontractor, League shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

19. IRAN DIVESTMENT ACT CERTIFICATION

League certifies that, as of the date hereof, it is not on the Final Divestment List as created by the North Carolina State Treasurer pursuant to § 147-86.55 *et. seq.* of the North Carolina General Statutes. In compliance with the requirements of the Iran Divestment Act, League shall not utilize in the performance of this Agreement any subcontractor that is identified on the Final Divestment List.

20. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, City and League have executed the foregoing Agreement as of the date and year first above written.

City of High Point

NC League of Municipalities:

Print Name and Title

Rose Vaughn Williams, Executive Director

Signature

Attest:

Print Name and Title

Signature

Affix Seal:

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

(Signature of Finance Officer)

EXHIBIT A

SCOPE OF SERVICES

This Exhibit A "Scope of Services" is hereby made a part of that Agreement for Third Party Administration Services for Property and Liability Claims between the North Carolina League of Municipalities ("League") and the City of High Point ("City") dated as of _____, 2022 ("Agreement").

League agrees:

1. To accept and review all claim and loss reports reported to it by City. City will report claims via telephone to 919-715-1144, or via fax to 919-715-8465, or by e-mail to claimsadmin@nclm.org.
2. To review all existing property-liability claim files and identify files that are closable and to continue to perform necessary services to process active claims to conclusion.
3. To perform all administrative tasks that are required to properly close out the files that have been identified as closable. This may include, but is not limited to, the following types of tasks:
 - a. Establishing criteria for closing claims
 - b. Developing communication plans with City and letters to the persons having claims against City
 - c. Coordinating action plans with appropriate City staff
 - d. Remitting checks to appropriate authorities
 - e. Providing City with a detailed listing of open and closed claims.
4. To investigate accepted claims and losses to the extent deemed necessary in the independent judgment of League, and to adjust, settle, deny or otherwise handle all such claims or losses within the authority granted by City. League shall have \$25,000 in settlement authority. Any settlement in excess of that amount will require prior approval from City.
5. To identify subrogation rights and parties and take all reasonable actions to seek appropriate reimbursement on City's behalf. To engage professional assistance from attorneys, necessary experts, and the like to assist in pursuing subrogation payments only after having obtained prior approval from City, and at City's expense.
6. To provide investigatory assistance on a time and expense basis to City.
7. To establish claim and/or loss files for all accepted claims and losses which shall be available for review at all reasonable times by City.
8. To maintain thorough documentation of all claims, including but not limited to, correspondence, investigatory materials, medical records, police reports, invoices,

memoranda and other documents. League also agrees to generate and maintain notes of all claim activity in a manner to facilitate efficient access to this information by City.

9. To provide, during the term of this Agreement, a designated customer service representative at its Raleigh, North Carolina office. The customer service representative will act as a liaison and coordinate services between City and League. If at such time City no longer has an unexpired contract with League, the services of a customer service representative may continue to be provided upon City's request, for an additional negotiated fee.

10. To report all applicable files to City's excess liability insurance carrier as needed. City will supply names, addresses and contact persons affiliated with such excess carriers. League will report to the excess carrier all claims required by the excess contract to be reported, to include fatalities, burns, scarring or disfigurement, loss of limb, serious brain or spinal injury and all claims reserved equal to or greater than one half of City's retention. The excess carrier will provide any special forms it may require for the reporting of potential excess claims.

11. To engage professional assistance from attorneys, necessary experts, and the like only after having obtained prior approval from City, and at City's expense.

12. To retain and store claim files as follows:

Loss and claim files shall be stored in their existing state at the time of file closure for a period up to five (5) years from the Effective Date. Upon expiration of this five (5) year period, City shall have one of the following options.

- a. Require League to return all stored files to City at City's expense, or
- b. Require League to continue storing files at the then prevailing rate.

If at the end of the five (5) year period City has not notified League in writing of its selection of one of the options set forth in (a) or (b) above, it is agreed that League will return all stored files to City at City's expense.

13. To provide at each month's end the following:

- a. A billing report for services
- b. A billing for reimbursement of claims payment
- c. A printed or e-mailed monthly report of all open and closed claims to include the status of each open claim assigned, including details of payment and outstanding reserves for the month and year covered by the report; such report to be provided no later than the 15th day of the following month
- d. check register of all payments
- e. Read only access to cumulative claim information contained in the League claims system via a remote access technology solution.

14. At the conclusion of the Agreement term, to handle claims to their conclusion or return them to City at the option of City.

EXHIBIT B

PRICING

This Exhibit B “Pricing” is hereby made a part of that Agreement for Third Party Administration Services for Property and Liability Claims between the North Carolina League of Municipalities (“League”) and the City of High Point (“City”) dated as of _____, 2022 (“Agreement”).

Property and Liability claim fees are as follows:

1. Incident only reporting \$78.00

2. Fee per claim

Auto Liability: \$445.00 per claim

General Liability: \$495.00 per claim

Water/Sewer Back-up claims:

Less than \$500.00 paid claim with no onsite inspection \$420.00

Less than \$7,500.00 paid claim \$570.00

Greater than \$7,500.00 paid claim \$870.00

(Pricing for back-up claims is per claim and, except as stated above, includes inspection of loss.)

Recovery claims: \$330.00

3. Time and Expense (actual time spent) \$78.00 per hour plus expenses incurred

Due to the sensitive nature, claims expertise required and varying amount of time needed to investigate and conclude, the following claims will be handled on a Time and Expense basis:

- a. Police Professional Liability
- b. Public Officials Liability
- c. Employment Liability
- d. Claims that trigger the City’s reinsurance or claims involving serious injury including loss of life, loss of limb, brain injury, spinal cord injury, burns or disfigurement.

All claims referred to the City Attorney’s office which may require additional investigation time, mediation or testimony as required by City Attorney will be billed to City on a Time and Expense basis.

4. For new accounts – data transfer fee. Direct costs incurred by the League to transfer TPA client’s data from current provider to the League’s system.

5. Required initial loss deposit – Average of one month of claims to be prefunded.

6. The fee structure provided herein shall remain fixed for the duration of this Agreement. The total annual cost for claims management will depend upon the number and type of claims submitted by the City each year. Based upon claims reported by the City as of October 2022, the estimated annual cost for property/casualty TPA claims management services will be **\$80,000**. This estimate is based upon annualized payment for services provided during the first 10 months of claims reported by the City and is subject to change each year based upon the number and type of claims submitted by the City. This estimate is for claims management only and does not include any expense for actual settlement of claims.

AN ORDINANCE AMENDING “THE CITY OF HIGH POINT, NORTH CAROLINA DEVELOPMENT ORDINANCE,” PURSUANT TO SECTION 2.4.6, CONDITIONAL ZONING MAP AMENDMENT, OF THE DEVELOPMENT ORDINANCE.

WHEREAS, the City Council of the City of High Point adopted “The City of High Point Development Ordinance” on May 16, 2016 with an effective date of January 1, 2017, and subsequently amended;

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on October 25, 2022 and before the City Council of the City of High Point on November 21, 2022 regarding **Zoning Map Amendment Case 22-22 (ZA-22-22)** a proposed amendment to the Official Zoning Map of the “City of High Point Development Ordinance”;

WHEREAS, notice of the public hearings were published in the High Point Enterprise on October 15, 2022, for the Planning and Zoning Commission public hearing and on November 9, 2022 and November 16, 2022, for the City Council public hearing pursuant to Chapter 160D-602 of the General Statutes of North Carolina; and

WHEREAS, the proposed amendment was adopted by the City Council of the City of High Point on **November 21, 2022**.

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

SECTION 1.

- A. The zoning site is approximately 33.55 acres, located along the east side of Dilworth Road, approximately 750 feet north of Bickford Road. The property is also known as Guilford County Tax Parcels 216379 and 216312.
- B. That the Official Zoning Map of the City of High Point be amended to establish the following described area as follows:

1. **Tract 1: Conditional Zoning Residential Single Family – 5 (CZ R-5) District**
Approximately 19.71 acres. The tract is more specifically described as follows:

BEGINNING AT AN EXISTING IRON PIPE IN THE EASTERN RIGHT OF WAY OF DILWORTH RD WITH THE NC GRID COORDINATES OF N:835821.28, E:1694111.59; THENCE S86°43’30”E FOR A DISTANCE OF 1305.13 FEET TO AN EXISTING IRON PIPE; THENCE S1°09’44”W FOR A DISTANCE OF 398.78 FEET TO A 2” EXISTING IRON PIPE; THENCE S11°37’59”E FOR A DISTANCE OF 146.96 FEET TO A POINT; THENCE S35°29’57”W FOR A DISTANCE OF 43.51 FEET TO A POINT; THENCE S35°12’46”W FOR A DISTANCE OF 114.75 FEET TO A POINT; THENCE S35°07’43” FOR A DISTANCE OF 142.20 FEET TO A POINT; THENCE S39°14’13”W FOR A DISTANCE OF 62.71 FEET TO A POINT; THENCE S23°02’13”W FOR A DISTANCE OF 47.37 FEET TO A POINT; THENCE S14°16’02”W FOR A DISTANCE OF 109.22 FEET TO A POINT; THENCE S25°23’37”W FOR A DISTANCE OF 69.30 FEET TO A POINT; THENCE S1°59’50”W

FOR A DISTANCE OF 44.03 FEET TO A POINT; THENCE S21°26'30"W FOR A DISTANCE OF 50.43 FEET TO A POINT; THENCE S35°59'31"W FOR A DISTANCE OF 59.26 FEET TO A POINT; THENCE S 53°58'09"W FOR A DISTANCE OF 55.49 FEET TO A POINT; THENCE S67°04'42"W FOR A DISTANCE OF 81.72 FEET TO A POINT; THENCE S74°23'W FOR A DISTANCE OF 62.84 FEET TO A POINT; THENCE S60°54'51"W FOR A DISTANCE OF 132.37 FEET A POINT; THENCE N35°49'08"W FOR A DISTANCE OF 251.08 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 600 FEET AND A CHORD DIRECTION OF N42°47'59"W FOR A DISTANCE OF 145.84 FEET TO A POINT; THENCE N40°16'03"E FOR A DISTANCE OF 116.89 FEET TO A POINT; THENCE N50°36'37"E FOR A DISTANCE OF 136.73 FEET TO A POINT; THENCE N22°03'31"E FOR A DISTANCE OF 119.95 FEET TO A POINT; THENCE N4°05'27"E FOR A DISTANCE OF 87.87 FEET TO A POINT; THENCE N15°19'30"W FOR A DISTANCE OF 307.25 FEET TO A POINT; THENCE N0°08'57"W FOR A DISTANCE OF 88.39 FEET TO A POINT; THENCE N7°42'32"E FOR A DISTANCE OF 173.47 FEET TO A POINT; THENCE N87°13'41"W FOR A DISTANCE OF 436.97 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 500.19 FEET AND A CHORD DIRECTION OF N74° 19' 26"W AND A DISTANCE OF 223.41 FEET TO A POINT; THENCE N61° 25' 11"E FOR A DISTANCE OF 28.76 FEET TO A POINT; THENCE N28°30'50"E FOR A DISTANCE OF 202.90 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 365.11 FEET AND A CHORD DIRECTION OF N25°02'59"E FOR A DISTANCE OF 44.12 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 19.71 ACRES MORE OR LESS.

2. Tract 2: Conditional Zoning Residential Multifamily – 5 (CZ RM-5) District
Approximately 13.84 acres. The tract is more specifically described as follows:

STARTING AT A ¼" REBAR IN THE EASTERN RIGHT OF WAY OF DILWORTH RD WITH THE NC GRID COORDINATES OF N 835202.84 E:1,693,803.88; THENCE WITH THE EASTERN RIGHT OF WAY OF DILWORTH RD ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 705.85 FEET AND A CHORD DIRECTION OF S21° 08' 06" W AND A DISTANCE OF 29.80' TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 2433.33 FEET AND A CHORD DIRECTION OF S24° 42' 01" W AND A DISTANCE OF 260.84 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 11785.73 FEET AND A CHORD DIRECTION OF S28° 08' 28"W AND A DISTANCE OF 153.56 FEET TO A POINT; THENCE N28° 30' 50"E FOR A DISTANCE OF 202.90 FEET TO A POINT; THENCE S61° 25' 11"W FOR A DISTANCE OF 28.76 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 500.19 FEET AND A CHORD DIRECTION OF S74° 19' 26"E AND A DISTANCE OF 223.41 FEET TO A POINT; THENCE S87° 13' 41"W FOR A DISTANCE OF 436.97 FEET TO A POINT; THENCE S7° 42' 32"E FOR A DISTANCE OF 173.47 FEET TO A POINT; THENCE S 0° 08' 57"W FOR A DISTANCE OF 88.39 FEET TO A POINT; THENCE S 15°19'30" W FOR A DISTANCE OF 307.25 FEET TO A POINT; THENCE S 87°05'27" E FOR A DISTANCE OF 87.87 FEET TO A POINT; THENCE S 22°24'16"W FOR A DISTANCE OF 117.55 FEET TO A POINT; THENCE S49°52'37"W FOR A DISTANCE OF 138.52 FEET TO A POINT; THENCE S40°16'03"W FOR A DISTANCE OF 116.89 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS

OF 600 FEET, WITH A CHORD DIRECTION OF N59°40'20"W AND DISTANCE OF 206.09 FEET TO A POINT; THENCE N69°29'22"W FOR A DISTANCE OF 32.49 FEET TO A POINT; THENCE N15°03'00"E FOR A DISTANCE OF 168.30 FEET TO A ½" EXISTING IRON REBAR; THENCE N69° 14' 37"E FOR A DISTANCE OF 637.91 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 13.84 ACRES MORE OR LESS.

SECTION 2

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

Part I. USES:

A. Permitted Uses:

1. Tract 1 - Any uses allowed in the Residential Single Family – 5 (R-5) District shall be permitted, subject to the standards of the Development Ordinance and the specific conditions listed in this ordinance.
2. Tract 2 - Only twin home dwellings shall be permitted, subject to the standards of the Residential Multifamily-5 (RM-5) District, standards of the Development Ordinance and the specific conditions listed in this ordinance.

Part II. CONDITIONS:

A. Development and Dimensional Requirements.

1. Conditional Zoning Plan (Exhibit A): The purpose of the conditional zoning plan is to illustrate:
 - a) The location and acreage of Tract 1 and Tract 2 of the zoning site
 - b) To illustrate the road (vehicular) circulation pattern, access points and the general location of street stubs.
2. Density
 - a) Tract 1: The development density of this tract shall be based upon the land area of this tract.
 - b) Tract 2: The development density of this tract shall be based upon the land area of this tract.

B. Dimensional Standards:

1. Tract 2
 - a) Principal structures within Tract 2 shall be set back a minimum of 40 feet from the Dilworth Road right-of-way.
 - b) Only twin home dwellings shall be permitted within this tract. Maximum number of attached dwellings shall be 2 per building (twin home).

C. Lot Combination: All parcels within the rezoning site shall be combined into one (1) lot prior to any new development.

D. Landscaping, Buffers, and Screening

1. Landscaping:

- a) A minimum twenty (20) foot wide Streetyard, planted to a Type C rate, shall be installed and maintained along the entire length of the Dillworth Road frontage of the zoning site. This Streetyard planting area shall be established within a common area. This street yard shall be exclusive of any utility easements, except for perpendicular crossings by utilities and roadways.
- b) A Type C Planting Yard, planted to a Type B rate, shall be provided along the boundary of Tract 2, abutting Guilford County Tax Parcel (Guilford County Tax Parcel 216316 (PIN#6893-34-9677 *an approximate 12.81 acre parcel lying east of the intersection of Dilworth Road and Bickford Road*).

2. Fencing, Wall or Similar Barriers:

In the event fencing, wall or similar barriers are erected along the common areas or rear of lots abutting the Dilworth Road right-of-way or the rear/side yards of lots within the vicinity of these rights-of-way, then a common fencing, wall or similar barrier plan shall be provided. This plan shall be provided prior to Preliminary Plat approval on the rezoning site.

E. Transportation Conditions.

1. Vehicular Access:

a. Dilworth Road:

- 1). One (1) point of access shall be allowed to Dilworth Road, located approximately 1,200 feet north of Bickford Road.
- 2). As part of development permit approval, a negative access agreement shall be established from individual lots to Dilworth Road. Driveway access from individual lots shall not be permitted to Dilworth Road.

b. As part of development of the zoning site, the initial phase of construction shall have an internal public street network from the Meadow Valley Subdivision - Phase 5 (Chasewater Trail) to Dilworth Road. (See Exhibit A - Conditional Zoning Plan).

2. Right-of-way dedication (Dilworth Road): As part of development permit approval the property owner shall dedicate a minimum of thirty-four (34) feet of right-of-way, as measured from the centerline of Dilworth Road, along the entire Dilworth Road frontage of the zoning site.

3. Other Transportation Conditions:

The City of High Point Transportation Director, and the North Carolina Department of Transportation (NCDOT) where applicable, shall approve all construction and improvements. (*NOTE: This shall include adjustment to the location of the access point to Dilworth Road*)

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6.

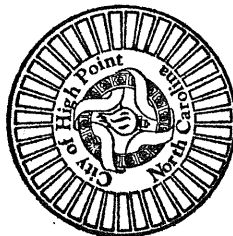
This ordinance shall become effective upon the date of adoption.

Adopted by the City Council
City of High Point, North Carolina
The 21st day of November, 2022

By: _____

Jay W. Wagner, Mayor

ATTEST:



Mary S. Brooks

Mary S. Brooks, Interim City Clerk



CONSTRUCTION AGREEMENT

City of High Point Bid Number 9008-110322 ("Fire Department Headquarters Concrete Slab Repair")

THIS AGREEMENT ("Agreement") is entered into as of the 22nd day of November, 2022, by and between the **CITY OF HIGH POINT**, a North Carolina municipal corporation with a principal place of business of 211 South Hamilton Street, High Point, North Carolina 27260 ("City"), and **Laheen Management, LLC** a domestic limited liability company with its principal place of business of 1616 Polo Road, Winston Salem, NC, 27106 ("Contractor").

WITNESSETH, that the City and the Contractor, for the consideration stated herein, mutually agree as follows:

1. **THE PROJECT.** The Project is City of High Point Bid Number 9008-110322. The Project is generally described as **Laheen Management, LLC**.

2. **THE CONTRACT DOCUMENTS.** The Contract Documents are:
- a. This Agreement.
 - b. Addendum Number 1
 - c. The Project's Drawings/Plans. *(Tab - A, P. 26) Green*
 - d. The Project Special Provisions. *(Tab - A) Green*
 - e. The Construction Documents Project Manual. *(Tab - A) Green*
 - f. EJCDC General Conditions. *(Tab - B, P. 27)*
 - g. The Contractor's Itemized Proposal Form. *(Tab - C, P. 28) Yellow*
 - h. The Contractor's executed Payment Bond.
 - i. The Contractor's executed Performance Bond.
 - j. The City's Minority Business Enterprise, Woman Business Enterprise, Disadvantaged Business Enterprise Outreach Plan and Guidelines. *(Tab - D, P. 35) Blue*
 - k. City of High Point Construction Project Dispute Resolution Process.
 - l. Bid Documents executed by the Contractor. *(Tab - E, P. 39)*

3. **THE WORK.** The Work is defined in the Contract Documents. The Work also includes all additional services reasonably implied or inferred from the Contract Documents or customarily provided in the performance of work similar to that called for by the Contract Documents.

4. **CONTRACTOR'S PERFORMANCE OF THE WORK.** The Contractor will perform the Work in a timely fashion in accordance with the requirements of the Contract Documents. The Contractor will be solely responsible for providing all labor and materials necessary to perform the Work in a timely fashion.

5. **CONTRACTOR'S COMPENSATION.** The City will pay the Contractor the lump sum of **\$169,400.00** for final completion of the Work. If a portion of the Contractor's compensation will be based upon unit prices for aspects of the Work performed by the Contractor, the City will pay the Contractor at the unit prices for these aspects of the Work set forth in the Contractor's Itemized Proposal Form. When applicable, the unit prices set forth in the Contractor's Itemized Proposal Form will govern the amounts paid to or deducted from the Contractor for revisions in the Work.

6. **PAYMENT BOND AND PERFORMANCE BOND.** Prior to or at the time of the execution of the Agreement, the Contractor will provide a payment bond and a performance bond consistent with the statutory forms set forth in Chapter 44A of the North Carolina General Statutes (see N.C. Gen. Stat. §44A-33). The payment bond and the performance bond are required to ensure the Contractor's full and proper performance of the Work and the Contractor's full and prompt payment of all subcontractors and suppliers providing labor or materials relating to the Work. The surety on the payment bond and the performance bond, by providing these bonds, agrees to be bound by the terms of the Agreement, and agrees to perform any action and make any payment required under the Agreement that the Contractor fails to perform or make.

7. **REVISION OF QUANTITIES.**

- a. City's Revision of Quantities. If the Contractor is to be compensated under the Agreement for any portion of the Work on a per unit basis for the total quantities of items listed in the Contractor's Itemized Proposal Form fully completed by the Contractor, the City, by providing written notice to the Contractor, may increase or decrease quantities of items to be provided by the Contractor under the Agreement by as much as fifty percent (50%) of the total contract amount. The quantities may be revised by the City by an additional fifty percent (50%) with the Contractor's approval.
- b. Compensation for Revised Quantities. The Contractor's compensation for any revisions of contract quantities pursuant to this Paragraph will be at the unit prices in the Contractor's Itemized Proposal Form.
- c. Effect of Revised Quantities Upon Contract Completion Date. Any extension of the Contract Completion Date (see Paragraph 9) relating to a revision of quantities pursuant to this Paragraph will be agreed upon in writing by the City and the Contractor. If no agreement is reached in this regard between the City and the Contractor, the Contract Completion Date will be revised on a proportional basis consistent with the revision to the overall contract amount arising from the revision in quantities.

8. ADDITIONAL CHANGES TO THE WORK.

- a. Changes to the Work by the City. In addition to the potential revision of contract quantities (see Paragraph 7), the City, by providing written notice to the Contractor, may require other changes to the Work within the general scope of the Work. The effect of such changes on the Contractor's compensation and on the Contract Completion Date shall be agreed upon by the parties or equitably adjusted.
- b. Changes to the Work Requested by the Contractor. The Contractor, by providing written notice to the City, may request changes to the Work within the general scope of the Work, provided that such requested changes do not negatively affect the quality or quantity of the Work. If the City agrees to implement a change requested by the Contractor, the effect of the change on the contract price or the Contract Completion Date will be agreed upon by the parties and/or equitably adjusted.

9. THE CONTRACT COMPLETION DATE.

- a. Time of the Essence. Time is of the essence in the full completion of the Work and the final completion of the Work.
- b. Days to Complete the Work. The Contractor shall have **60** calendar days from the Contractor's receipt from the Architect/Engineer or the City of a written Notice to Proceed to achieve final completion of the Work.
- c. The Contract Completion Date. The date by which the Contractor must achieve final completion of the Work is "the Contract Completion Date."
- d. Full Completion of the Work. The phrase "full completion of the Work" means the point at which the City receives full beneficial use and occupancy of the Work as reasonably determined by the Architect/Engineer.
- e. Final Completion of the Work. The phrase "final completion of the Work" means the point at which all aspects of the Work have been finally completed.

10. LIQUIDATED DAMAGES.

- a. Basis for and Amount of Liquidated Damages. A delay by the Contractor in achieving final completion of the Work by the Contract Completion Date will result in damages to the City, including but not limited to public inconvenience, obstruction in traffic, interference with business, lost revenue, and increased design professional, inspection and administration costs. In light of the difficulty of making a precise determination of such damages, the City and the Contractor agree that the sum of **two-hundred fifty** dollars **(\$250.00)** per calendar day will be charged against the Contractor, not as a penalty, but as liquidated damages, for each calendar day between the Contract Completion Date and the date upon which Contractor achieves final completion of the Work. This sum represents a reasonable estimate of the amount of damages to potentially be suffered by the City each day if final completion of the Work is not achieved by the Contract Completion Date.
- b. Accrual of Liquidated Damages. Liquidated damages will continue to accrue until final completion of the Work is achieved, even if it becomes necessary for the City without the Contractor's involvement to take actions necessary to achieve final completion of the Work.
- c. Reasonableness of Liquidated Damages. Contractor acknowledges that the amount of liquidated damages set forth in this Paragraph is a reasonable projection of the damages to be suffered by the City in the event that final completion of the Work is not achieved by the Contract Completion Date.
- d. Contractor's Knowledge of Liquidated Damages Provision before Bid Submission. Contractor further acknowledges that Contractor was aware of and considered this liquidated damages provision and the need to achieve final completion of the Work by the Contract Completion Date in preparing and submitting its bid for the Work and in entering into the Agreement to perform the Work.

11. EXTENSIONS OF THE CONTRACT COMPLETION DATE.

- a. Basis for Extension Request. The Contractor may request extensions of the Contract Completion Date based upon delays to the critical path of the Work caused by events that could not have reasonably been anticipated by the Contractor and which are totally beyond the Contractor's control.
 - i. The occurrence of a number of adverse weather days on a monthly basis equal to the average number of adverse weather days for the month at issue in the vicinity of the Work (based on no greater an area than zip code) during the previous five (5) years as shown by data accumulated by a nationally recognized weather monitoring and recordkeeping service should be reasonably anticipated by the Contractor.
 - ii. Any adverse weather days claimed by the Contractor must be beyond the number of reasonably anticipated weather days as set forth above and must actually delay the critical path of the Work.
 - iii. The need to order materials, retain subcontractors and take other actions sufficiently in advance of when materials or subcontractors are required to perform the Work in a timely fashion and to achieve final completion of the Work by the Contract Completion Date should be reasonably anticipated by the Contractor.
- b. Timing of Extension Request for Non-Weather Related Reasons. Except for weather related requests, the Contractor must submit a request for an extension of the Contract Completion Date in writing to the Architect/Engineer within five (5) calendar days of the occurrence of the event upon which the request for an extension is based.
- c. Content of Extension Request for Non-Weather Related Reasons. A written notice from the Contractor seeking an extension of the Contract Completion Date for a non-weather related event must:
 - i. Identify the event at issue.
 - ii. Set forth the length of the extension of the Contract Completion Date sought by the Contractor.
 - iii. Explain why the Contractor believes that it is entitled to the extension sought, including an explanation of why the Contractor believes that the critical path of the Work has been delayed as a

result of the event at issue.

- iv. Provide sufficient documentation to allow the Architect/Engineer and the City to fully review the request.
- d. Continuing Nature of Non-Weather Related Event. If the non-weather related event for which the Contractor seeks an extension of the Contract Completion Date is continuing in nature, the Contractor must provide an initial notice in writing to the Architect/Engineer within five (5) calendar days of the event, identifying the event and explaining why the Contractor believes that it is entitled to an extension of the Contract Completion Date as a result of the event, including an explanation of why the Contractor believes that the critical path of the Work has been delayed as a result of the event at issue. The remaining information set forth above must be provided by the Contractor to the Architect/Engineer within five (5) calendar days of the last day for which the Contractor seeks an extension.
- e. Timing of Extension Request for Weather Related Reasons. With regard to weather-related requests, the Contractor must submit requests on a monthly basis, with the request needing to be submitting in writing to the Architect/Engineer by the tenth (10th) calendar day of the following month for any weather-related delays claimed during the preceding month. If the Contractor does not submit a request for an extension of the Contract Completion Date consistent with these time deadlines, the Contractor waives the ability to request an extension for the event or events at issue.
- f. Content of Extension Request for Weather Related Reasons. Each request for a weather-related extension of the Contract Completion Date must:
 - i. State the specific date or dates for which the Contractor seeks an extension.
 - ii. State the basis for the request for an extension for each designated date, including an explanation of why the Contractor believes that the critical path of the Work has been delayed as a result of the event at issue.
 - iii. Provide supporting documentation from a nationally recognized weather monitoring and recordkeeping service for the designated date.
 - iv. Provide information from a nationally recognized weather monitoring and recordkeeping service for the previous five (5) years of the average number of adverse weather days for the month at issue in the vicinity of the Work (based on no greater an area than zip code).

- g. Architect/Engineer's Review of Extension Request. The Architect/Engineer will review any request for an extension of the Contract Completion Date submitted by the Contractor within fifteen (15) calendar days of the Architect/Engineer's receipt of the request, provided that the Contractor submits sufficient information along with its request to allow the Architect/Engineer to fully review the request. If the Architect/Engineer in its sole reasonable discretion deems that additional information is needed in order to review the Contractor's request for an extension of the Contract Completion Date, the Architect/Engineer will notify the Contractor in writing of the need for the Contractor to provide additional information, and the Contractor will provide the additional required information within ten (10) calendar days of the Contractor's receipt of the request. After the Contractor's provision of the additional required information, the Architect/Engineer will review the updated request within ten (10) calendar days of the Architect/Engineer's receipt of the additional information. If the Contractor fails to provide the additional requested information in a timely fashion, the Contractor waives the ability to request an extension of time for the event or events at issue.

- h. Effect of Architect/Engineer's Decision on Extension Request. The Architect/Engineer will report its decision on a request for an extension of the Contract Completion Date to the Contractor and to the City. This decision will be binding on the Contractor and the City, unless the Contractor or the City makes a Claim with regard to the decision consistent with the terms of the Contract Documents.

12. **CONTRACTOR'S PAYMENT APPLICATIONS**

- a. Contractor's Submission of Payment Applications. By the fifth (5th) calendar day of each month, the Contractor shall present to the Architect/Engineer a payment application, setting forth the amount sought by the Contractor for full completion of portions of the Work during the preceding month. Each payment application shall include sufficient information and documentation to allow the Architect/Engineer to evaluate the payment application.

- b. Architect/Engineer's Review of Payment Applications. The Architect/Engineer shall promptly review each payment application submitted to the Architect/Engineer by the Contractor. The Architect/Engineer may consult at any time with the City regarding a payment application submitted to the Architect/Engineer by the Contractor. The Architect/Engineer shall have fifteen (15) calendar days after the presentation to the Architect/Engineer by the Contractor of a payment application to notify the Contractor in writing about any issues with the payment application. The Architect/

Engineer and the Contractor will work diligently to resolve any issues raised by the Architect/Engineer regarding a payment application submitted by the Contractor. When the Architect/Engineer determines that a payment application is acceptable, the Architect/Engineer shall submit the acceptable payment application to the City for payment.

- c. Amount of Payment. If all or a portion of a payment application is approved for payment by the Architect/Engineer, the City shall pay the undisputed amount requested in the payment application to the Contractor, less retainage withheld consistent with North Carolina law. Any retainage withheld by the City will be paid to the Contractor upon final completion of the Work consistent with the requirements of North Carolina law. See N.C. Gen. Stat. §143-134.1(b1) through §143-134.1(e).
- d. Timing of Payment. Assuming that a timely and acceptable payment application is submitted by the Contractor, payment will be made by the City within thirty (30) days of the City's receipt of the Architect/Engineer's notice of approval of the payment application.
- e. Final Payment. When the final completion of the Work has been achieved, including all punch list items, and an acceptable final payment application has been presented by the Contractor and reviewed and approved by the Architect/Engineer, final payment will be made to the Contractor within forty-five (45) calendar days after the acceptable final payment application has been approved by the Architect/Engineer.
- f. Effect of Architect/Engineer's Decision on Payment Request. The Architect/Engineer will report its decision on a payment request to the Contractor and to the City. This decision will be binding on the Contractor and the City, unless the Contractor or the City makes a Claim with regard to the decision consistent with the terms of the Contract Documents.
- g. Effect of Payment. The making of a payment to the Contractor does not waive the right of the Architect/Engineer or the City to later challenge any aspect of the Work covered by the payment application, nor does the making of a payment to the Contractor waive the right of the Architect/Engineer or the City to withhold future payments due to issues with any aspect of the Work covered by the payment application.

13. CONTRACTOR'S PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS. The Contractor's payments to its subcontractors and suppliers on the Project shall be made in accordance with North Carolina law. See N.C. Gen. Stat. §143-134.1(b).

14. **PRECONSTRUCTION CONFERENCE.** Within ten (10) days of the Contractor's receipt from the Architect/Engineer of a written Notice of Award, the City, the Architect/Engineer and the Contractor shall establish an agreeable date upon which a preconstruction conference will be held. The Contractor's project superintendent and other individuals representing the Contractor knowledgeable about the Contractor's plans for completing the Work and the Contractor's proposed critical path schedule for achieving final completion of the Work by the Contract Completion Date must attend the preconstruction conference.

15. **CONTRACTOR'S SCHEDULE.**

- a. Contractor's Proposed Schedule. At the preconstruction conference, the Contractor will submit a proposed critical path schedule detailing the Contractor's plans for achieving final completion of the Work by the Contract Completion Date. The City and the Architect/Engineer will raise any questions with the Contractor's proposed schedule within ten (10) calendar days of receipt of the proposed schedule. The Contractor will address any concerns raised by the City or the Architect/Engineer within five (5) calendar days of the Contractor's receipt of written notice of the concerns raised by the City or the Architect/Engineer. The Contractor will not proceed with any aspect of the Work until an acceptable initial schedule for completion of the Work by the Contract Completion Date has been approved by the City and the Architect/Engineer.
- b. Monthly Schedule Updates. The Contractor shall submit to the Architect/Engineer monthly updates of the critical path schedule for the Work, showing the progress toward final completion of the Work and any revisions to the Contract Completion Date. If on any schedule the Contract Completion Date is extended without approval by the Architect/Engineer or the City, the Contractor must submit a plan for accelerating the Work to ensure that final completion of the Work is achieved by the Contract Completion Date.

16. **MONTHLY CONSTRUCTION CONFERENCES.** On regularly scheduled dates agreed upon by the City, the Architect/Engineer and the Contractor during the preconstruction conference, the City, the Architect/Engineer and the Contractor shall participate in a monthly construction conference. At each monthly construction conference, the City, the Architect/Engineer and the Contractor shall review the status, quality and progress of the Work, shall review the Contractor's revised schedule for final completion of the Work, and shall address any issues regarding the Work that can promptly be addressed by the parties.

17. **INSPECTION OF WORK.** The City or the Architect/Engineer may inspect the Work at any time, including any portion of the Work that has been covered or concealed by the Contractor. With five (5) calendar days of receipt of written notice from the Architect/Engineer, the Contractor will correct any defects in the Work identified by the City or the Architect/Engineer.

18. **CONTRACTOR'S WARRANTY AND GUARANTY.** The Contractor warrants and guarantees that all aspects of the Work will be performed and completed in a good and workmanlike fashion consistent with the highest quality of work performed by contractors in Guilford County and surrounding areas in the performance of similar work. The Contractor further warrants and guarantees that all aspects of the Work will be free from defects, and will be in full compliance with the Contract Documents. The Contractor, after receipt of written notice from the City or the Architect/Engineer, shall at Contractor's expense promptly replace, repair or correct any defective materials or workmanship appearing within one (1) year from the date of final completion of the Work. All other warranties, express or implied, existing under North Carolina law remain in effect with regard to the Work. If the Contractor, after receipt of written notice from the City or the Architect/Engineer, fails to proceed promptly to correct defective aspects of the Work, the City may have the defects corrected and charge the costs of the remedial work to the Contractor. The City also may choose not to remedy the Work, and instead deduct an amount from the Contractor's compensation to address the damages caused by the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.

19. **INSURANCE.**

- a. Types and Amounts of Insurance. The Contractor shall, at its own cost and expense, procure and maintain, and cause all subcontractors and suppliers to procure and maintain, in full force and effect at all times from the date of the written Notice to Proceed until three (3) years after final completion of the Work, the following insurance coverages:
 - i. Worker's Compensation/Employer's Liability. Worker's compensation insurance in statutory limits required by applicable law, and employer's liability insurance in an amount not less than \$500,000.00 each accident, \$500,000.00 disease each employee and \$500,000.00 disease policy limit;
 - ii. Commercial General Liability. Commercial general liability insurance with a combined single limit for personal injury (including bodily injury and death) and property damage (including loss of use) of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 products and completed operations aggregate and \$2,000,000.00 general aggregate. Such coverage shall include the indemnification obligations of the Contractor under the Agreement;

- iii. Commercial Vehicle Liability. Commercial vehicle liability insurance for any vehicle (including owned, hired, rented and non-owned vehicles) with a combined single limit for each accident of not less than \$1,000,000.00;
 - iv. Umbrella or Excess Liability. Umbrella or excess liability insurance on a “following form” basis, which shall provide coverage in excess of the coverage required to be provided by the Contractor for employer’s liability insurance, commercial general liability insurance and commercial vehicle liability insurance coverage, with limits of not less than \$5,000,000.00 combined single limit each occurrence and \$5,000,000.00 aggregate limits; and
- b. The City as Additional Insured. The City, its employees, agents and representatives shall be listed as an additional insured on all insurance coverages procured by the Contractor pursuant to the Agreement.
 - c. The Architect/Engineer as Additional Insured. The Architect/Engineer, its employees, agents and representatives shall be listed as an additional insured on all insurance coverages procured by the Contractor pursuant to the Agreement.
 - d. Certificates of Insurance. The Contractor prior to the Contractor’s commencement of the Work will provide certificates of insurance showing the existence and effective dates of all coverages required under the Agreement.

20. **CONTRACTOR’S COMPLIANCE WITH SAFETY REGULATIONS.** The Contractor shall follow all safety regulations of any governmental authority having jurisdiction over any aspect of the Work, including all health and safety requirements of the Occupational Safety and Health Act. The Contractor is solely responsible for any penalties or fines of any nature assessed by any governmental authority for non-compliance with said governmental authority’s regulations and will indemnify the City with respect to such fines and penalties.

21. **CONTRACTOR'S INDEMNIFICATION OF THE CITY AND THE ARCHITECT/ENGINEER.**

- a. General Indemnification. The Contractor shall indemnify, hold harmless and defend the City, the Architect/Engineer, and their employees, agents and representatives, from and against any and all claims, injuries or damages directly or indirectly arising out of or resulting from or related to the Contractor's provision of the Work.
- b. Intellectual Property Indemnification. If any aspect of the Work provided by the Contractor pursuant to the Agreement becomes, or is likely to become, the subject of any claim, suit or proceeding arising from or alleging facts that if true would constitute infringement, misappropriation or other violation of any patent, copyright, trademark or other intellectual property rights of a third party, the Contractor shall at its own expense secure for the City the right to continue use of the materials or services at issue, or replace or modify the materials or services at issue to make them non-infringing. The Contractor shall also fully indemnify, hold harmless and defend the City, the Architect/Engineer and their employees, agents and representatives, from and against any and all claims or damages directly or indirectly arising out of or resulting from or related to any alleged infringement, misappropriation or other violation of any patent, copyright, trademark or other intellectual property rights of a third party.

22. **CLEANUP.**

- a. Clean Work Areas. During the performance of the Work, the Contractor shall maintain the area or areas in which the Work is being performed in as neat a manner as can be reasonably expected.
- b. Cleaning Upon Completion of the Work. Upon completion of all or any portion of the Work, the Contractor shall perform all clean-up operations necessary to place the area of the Work in first class condition.
- c. Maintenance of Disturbed Areas. The Contractor shall maintain all disturbed areas until final acceptance of the Work. The Contractor will remove waste materials and rubbish from the Project at the end of each work day. When final completion of the Work is achieved, the Contractor will place the area of the Work in a neat and clean condition, ready for occupancy by the City.

23. **DEFAULT/TERMINATION.**

- a. Termination. The Agreement may be terminated by either party if the defaulting party fails to materially perform its obligations under the Agreement. With regard to the Contractor, grounds for termination include, but are not limited to: (i) refusing or failing to provide sufficiently skilled and qualified personnel to perform the Work; (ii) failing in any material respect to perform the Work in a timely fashion; (iii) causing, by any act or omission, the stoppage or delay of or interference with any other work or services being performed or provided by or on behalf of the City; (iv) failing to make payments to subcontractors or suppliers in accordance with the Contractor's agreements with the subcontractors or suppliers; (v) disregarding any applicable law relating to the provision of the Work; (vi) materially failing to comply with any provision of the Agreement; or (vii) becoming insolvent, having a receiver appointed, or making a general assignment for the benefit of creditors. With regard to the City, grounds for termination include, but are not limited to: (i) failure by the City to make a required payment within ten (10) calendar days of the time specified by the Agreement, provided written notice of non-payment is received by the City from the Contractor; or (ii) otherwise breaching a material term of the Agreement.
- b. Notice of Termination/Opportunity to Cure. Written notice of termination of the Agreement shall be provided consistent with the notice provisions of the Agreement. This written notice may be provided by either party or by the Architect/Engineer. If the termination is based upon a default, the defaulting party shall have ten (10) calendar days, or such longer period established by the terminating party, after receipt of notice to cure the default to the reasonable satisfaction of the non-defaulting party. If the default is not cured in the designated period, the Agreement shall be deemed terminated.
- c. Post-Termination Obligations. Upon any termination of the Agreement, the Contractor shall: (1) promptly discontinue provision of the Work (unless a termination notice from the City or the Architect/Engineer directs otherwise); and (2) deliver or otherwise make available to the City and the Architect/Engineer all documents, accounting records, electronically stored information and other information accumulated by the Contractor in the provision of the Work.
- d. The City's Completion of the Work. Upon termination of the Agreement, the City may complete the Work in any manner deemed appropriate by the City.

- e. Recovery of Damages from the Contractor. The City shall be entitled to recover from the Contractor any damages incurred by the City as a result of the Contractor's default, including but not limited to liquidated damages for the delayed final completion of the Work beyond the Contract Completion Date.
- f. Timing of Post-Termination Payments to the Contractor. The City shall not have any obligation to make any payment to the Contractor following a default prior to final completion of the Work.

24. THE CITY'S TERMINATION OF AGREEMENT FOR CONVENIENCE.

The City may terminate the Agreement for any reason upon provision of ten (10) calendar days advance written notice to the Contractor by the City or the Architect/Engineer of the City's decision to terminate the Agreement. If the City terminates the Agreement pursuant to this Paragraph, the Contractor shall cease the Work, remove the Contractor's equipment and labor from the Project, and deliver to the City all documents necessary to allow the City to complete the Work. The City will pay the Contractor any amounts owing to the Contractor through the date of the City's termination of the Agreement, but the Contractor shall not be entitled to any lost profits or other amounts relating to any portion of the Work not performed.

25. NOTICES. Notice under the Agreement must be in writing and may be provided to the other party by hand delivery, or by certified mail with return receipt requested.

The City's street/mailing address for notices is:

**The City of High Point
Purchasing Department
P.O. Box 230
High Point, NC 27261**

The Contractor's street/mailing address for notices is:

**Laheen Management LLC
1616 Polo Road,
Winston Salem NC 27106**

The Architect/Engineer's street/mailing address for notices is:

**Summit Design and Engineering Services, PLLC
320 Executive Court
Hillsborough, NC 27278**

26. **DISPUTE RESOLUTION.** Any disputes relating to the Agreement shall be resolved consistent with the attached City of High Point Construction Project Dispute Resolution Process. The Contractor shall incorporate the City of High Point Construction Project Dispute Resolution Process into any subcontracts entered into by the Contractor relating to the Project.

27. **GOVERNING LAW.** The Agreement shall be governed by the laws of the State of North Carolina (without giving effect to the principles thereof relating to conflicts of law).

28. **SUCCESSORS AND ASSIGNS.** The Agreement shall not be assigned by the Contractor without the prior written consent of the City. The parties' successors in interest shall remain bound by the terms of the Agreement.

29. **DISCLOSURE.** The Contractor agrees that it shall make no statements, press releases or publicity releases concerning the Agreement or the provision of the Work, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished with regard to the Agreement or the provision of the Work, without first notifying the City and securing its consent in writing. The City may withhold its consent for such disclosure for any reason. The Contractor also agrees that it shall not publish, copyright or patent any of the data furnished to it in relation to the Agreement.

30. **E-VERIFY COMPLIANCE.** The Contractor represents that it is in compliance with and will remain in compliance with the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The Contractor will ensure compliance by its subcontractors with the E-Verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

31. **CAPTIONS.** The captions contained in the Agreement are for convenience and reference only, and do not define, describe, extend or limit the scope or intent of the Agreement or the scope or intent of any provision contained herein.

32. **SEVERABILITY.** The invalidity of one or more phrases, sentences, clauses or sections in the Agreement shall not affect the validity of the remaining portions of the Agreement, so long as the material purpose of the Agreement can be determined and effectuated.

33. **NO WAIVER.** Any failure by either party to enforce any of the provisions of the Agreement or to require compliance with any of its terms at any time during the term of the Agreement shall in no way affect the validity of the Agreement, or any part hereof, and shall not be deemed a waiver of the right of such party thereafter to enforce any such provision.

34. **AGREEMENT EXECUTION.** The Agreement and all other documents required

to be executed as part of the Agreement will be executed and delivered by the Contractor to the City within ten (10) calendar days of the Contractor's receipt of the Agreement and the other documents from the City. Within ten (10) days of the City's receipt from the Contractor of a complete and executed version of the Agreement and other documents, the City will execute and deliver to the Contractor one fully executed version of the Agreement and other documents.

35. **PRIORITY OF CONTRACT DOCUMENTS.** In the event of a conflict between the terms of any of the Contract Documents: (a) this Agreement shall take precedence over all other Contract Documents; (b) the Project Special Provisions shall take precedence over the Construction Documents Project Manual and the EJCDC General Conditions; and (c) the Construction Documents Project Manual shall take precedence over the EJCDC General Conditions.

36. **COORDINATION OF WORK.** The City may retain other contractors to provide work on the Project. The Contractor will coordinate its Work under this Agreement with work provided by other contractors on the Project. The Contractor shall follow any directives or instruction provided by the Architect/Engineer or the City to ensure that the Project is performed efficiently and expeditiously in a coordinated fashion and within the schedule for the Work and for the Project.

Signature Page for Limited Liability Company

IN WITNESS WHEREOF, the City and the Service Provider have caused the Agreement to be executed in 1 (one) original copy on the day and year first above written by their duly authorized representatives.

Laheen Management, LLC

Service Provider

By: P.E. Laheen

Member/Manager

Name above (Typed or Printed)

P.E. LAHEEN

Title

OWNER

Street Address

1616 POLO ROAD

City/State WINSTON SALEM, NC 27106

STATE OF North Carolina

COUNTY OF Forsyth

I, Charles W. Tripp Jr. a Notary Public of the County and State aforesaid, certify that

Patrick Edward Laheen personally came before me this day and acknowledge that he/she is the owner of Laheen Management, LLC, a limited liability company organized in the state of

North Carolina and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed in its name by its owner.

WITNESS my hand and official seal or stamp, this the 23rd day of June, 2022.

(Notary Public)

My Commission Expires: 2/21/2026





CITY OF HIGH POINT, NORTH CAROLINA
The City

P O Box 230, High Point, NC 27261
Address

DocuSigned by:

Mary S. Brooks

DD3CFAB7D0E24B2...
Mary S. Brooks, Interim City Clerk
11/30/2022 | 10:56:30 EST

DocuSigned by:

Tasha Logan Ford

By:

F699C7423A3645A...
Tasha Logan Ford, City Manager
11/30/2022 | 10:39:02 EST

APPROVAL BY CITY ATTORNEY

Approved as to form:

DocuSigned by:

JoAnne Carlyle

E6032A9811AF46A...
JoAnne L. Carlyle, City Attorney

Date: 11/30/2022 | 09:01:56 EST

APPROVAL BY FINANCE OFFICER

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

DocuSigned by:

Bobby Fitzjohn

385F1C88F40E4DB...
Bobby D. Fitzjohn, Director of Financial Services

Date: 11/30/2022 | 08:21:41 EST

City of High Point Bid Number 9008-110322 ("Fire Department Headquarters Concrete Slab Repair")

PROJECT SPECIAL PROVISIONS

The following Project Specifications apply to the Work on the Project and are incorporated by reference into the Agreement.

1. Holiday Schedule

- A. The City will observe the following days as holidays, and will not provide construction inspection or staff function on these days:

New Year's Day	Martin Luther King, Jr. Day	Good Friday
Memorial Day	Juneteenth	Independence Day
Labor Day	Veterans Day	Thanksgiving (two days)
Christmas (two days)		

- B. The Contractor may perform items of construction which require no inspection on holidays. However, no major operations which require inspections may be performed on these days, unless approved in advance by the City. If inspections occur on a holiday, the Contractor will pay all costs associated with these inspections, including costs incurred by the Architect/Engineer and costs incurred by the City.

2. Night and Weekend Work

- A. No night or weekend work requiring the presence of the Architect/Engineer or the City is permitted except in case of emergency or unless called for by the Contract Documents.
- B. If the Contractor desires to perform work that requires inspection on weekends, the Contractor must notify the Architect/Engineer and the City no later than 11:00 a.m. on the preceding Thursday to obtain approval for the desired work.
- C. Operation of mechanical equipment or other work of a noisy nature is not permitted between the hours of 9:00 p.m. and 7:00 a.m., except in the case of an emergency or unless called for by the Contract Documents.

3. Safety and Health

- A. The Contractor shall comply with all federal, state and local safety and health statutes, rules, regulations, standards and codes applicable to the Work and the Project.
- B. The Contractor shall:
- 1) Erect and maintain all necessary safeguards to protect persons and property.
 - 2) Comply with all applicable work zone traffic safety statutes, rules, regulations or guidelines.

- 3) Notify the owners of adjacent properties, underground facilities and utilities when construction may affect them, and cooperate in the protection, removal and replacement of their properties, facilities or utilities.
 - 4) Obtain all necessary permits prior to performance of the Work.
 - 5) Submit a safety program covering the Work and provide a copy of the program to employees, subcontractors and suppliers, and to the City and the Architect/Engineer.
 - 6) Provide to the Architect/Engineer and the City the name and phone numbers of an on-site representative of the Contractor responsible for safety on the Project.
 - 7) Dispose of all waste generated by the Contractor, including but not limited to paints, coolants, oils, and construction debris, in accordance with local, state, and federal statutes, rules, regulations, standards and codes at the Contractor's expense.
- C. The City will not administer, implement or be responsible for the Contractor's safety and health program.
- D. The City shall have access to any worksite, permits or safety-related documentation upon request.
- E. All fatal incidents or serious incidents resulting in the hospitalization of any person must be reported by the Contractor to the Architect/Engineer and the City immediately upon the Contractor learning of the incident.
- F. Other incidents with serious accident potential, such as equipment failures, slides, and cave-ins, must be reported to the Architect/Engineer and the City immediately upon the Contractor learning of the incident.
- G. Safety-related investigations, inspections, citations, or work stoppages must be reported by the Contractor to the Architect/Engineer and the City immediately upon the Contractor learning of the investigation, inspection, citation or work stoppage.

4. Protection of Property

- A. The Contractor is responsible for the protection of all public and private property in the vicinity of the Work. The Contractor shall use every reasonable precaution to prevent damage to underground structures, trees and plants, poles, wires, cables and other overhead structures.
- B. The Contractor shall not remove, disturb or damage land monuments or property markers unless directed by the Architect/Engineer or the City.
- C. The Contractor is responsible for the removal, preservation, and resetting of all mailboxes disturbed by the Work. Mailboxes and their supports, when reset, shall be placed in as good a condition as they were before removal.
- D. The Contractor is responsible for all damage to property resulting from any act, omission, negligence, or misconduct by Contractor or any of its employees, subcontractors or suppliers in the prosecution of the Work.

- E. The Contractor shall either restore at its own expense any damaged property to a condition equal to or better than that existing before such damage was done, or shall make good such damage in a manner acceptable to the owner of the damaged property and to the City. In case of failure on the part of the Contractor to restore such property or make good such damage, the City may repair, rebuild, or otherwise restore such property in such manner as the City considers necessary, at the Contractor's expense.

5. Limiting Public Inconvenience

- A. The Contractor at all times shall conduct the Work in such a manner as to ensure the least possible inconvenience and obstruction of the public. The convenience of the general public and of residents along and adjacent to the Work shall be provided for at all times in an adequate and satisfactory manner.
- B. Fire hydrants on or adjacent to the Work shall be kept accessible to fire apparatus at all times, and no material or obstruction shall be placed within fifteen (15) feet of any such hydrant.
- C. Footways and portions of highways in the vicinity of the Work under construction shall not be obstructed, unless approved in advance by the Architect/Engineer and/or the City and provided that any approved obstruction is accompanied by a detour plan approved in advance by the Architect/Engineer and/or the City.
- D. Gutters and sewer inlets shall be kept unobstructed at all times.

6. Drug Free Workplace

The Contractor will provide and maintain a drug free workplace in accordance with all applicable federal, state and local statutes, rules, regulations, standards and codes.

7. Existing Utilities

- A. At no cost to the City, the Contractor shall be solely responsible for locating and addressing all existing underground installations, including service connections, in advance of excavating or trenching. The Contractor shall rely upon its own information when locating existing underground installations.
- B. Existing underground installations, such as water mains, gas mains, sewers, telephone lines, power lines, and buried structures, in the vicinity of the Work are indicated on the drawings only to the extent such information has been made available to or discovered by the Architect/Engineer in preparing the drawings. There is no guarantee as to the accuracy or completeness of such information.
- C. At no cost to the City, the Contractor shall comply with Chapter 87 of the North Carolina General Statutes, the Underground Damage Prevention Act.
- D. At no cost to the City, the Contractor shall coordinate with utility companies for the protection, relocation, or adjustment of utilities in the vicinity of the Work. The Contractor shall have utility company representatives present when necessary to support existing utilities while the Contractor is working adjacent to such utilities.

- E. If the Contractor damages any existing underground installations, the Contractor shall be responsible for the costs to repair or replace the same, as directed by the utility owner, the Architect/ Engineer and the City, and shall indemnify the utility owner, the Architect/Engineer and the City from any liability related to any damaged existing underground installations.
- F. Existing underground installations intersecting new underground installations to be installed by the Contractor as part of the Work shall be relocated by the Contractor as necessary at the Contractor's expense in accordance with the Contract Documents.
- G. If the Contractor is authorized to relocate existing underground installations, and such relocation is determined by the Architect/Engineer and the City to be a change in the Work, the Contractor will be compensated for the relocation pursuant to the applicable portions of the Contract Documents covering changes in the Work.
- H. All water/wastewater valves shall be operative and available at all times. Water/wastewater valves shall only be operated by City personnel, unless Contractor's operation of the valves is approved in advance by the City. The City requires a minimum of 48 hours' notice of any water valve activity requiring the presence of City personnel. The Contractor shall notify water service customers 48 hours in advance of any water main or water service disruptions.
- I. Unless specifically addressed, the following utility companies may have existing underground installations that may conflict with the Work:
 - 1) City of High Point
 - 2) North State Communications
 - 3) Duke Energy
 - 4) Piedmont Natural Gas
 - 5) Time Warner

8. Staging Area

The Contractor will select an appropriate staging area for materials and equipment to be used in the Work. With regard to the staging area, the Contractor must:

- A. Obtain all required permits.
- B. Provide documentation of financial responsibility for the site.
- C. Pay all costs associated with obtaining and maintaining the site.
- D. Maintain all required safety measures affecting the site.
- E. Restore the staging area to the satisfaction of the owner of the staging area promptly upon the Contractor's completion of the Work.

9. Maintenance of Traffic

- A. The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient red lights, danger signals and signs to maintain the continuous flow of traffic on public roads in the vicinity of the Work.
- B. The Contractor shall provide a sufficient number of watchmen and traffic guards and shall take all necessary precautions to maintain the continuous flow of traffic on public roads in the vicinity of the Work.

10. Permits and Licenses

- A. The Contractor shall procure all permits and licenses required for the Work.
- B. Except as otherwise specified in the Contract Documents, the Contractor shall pay all charges, fees and taxes, and give all notices necessary and incidental to the lawful prosecution of Work.

11. Disposal of Debris

- A. Clearing, grubbing and demolition debris shall be disposed of by means other than burning, in accordance with applicable federal, state and local statutes, rules, regulations and codes.
- B. If the Contractor intends to dispose of any debris at the City Sanitary Landfill, the Contractor must coordinate the disposal with the Solid Waste Disposal Division of the City's Public Services Department.

12. Protection of Public Lands

- A. In the prosecution of the Work within or adjacent to any state or national forest, park, or other public lands, the Contractor shall comply with all regulations of all authorities having jurisdiction over such forest, park or lands, and shall observe all sanitary laws and regulations with respect to the performance of work in public lands.
- B. The Contractor shall keep all such areas in an orderly condition, dispose of all refuse, and obtain permits for the construction and maintenance of all construction camps, stores, warehouses, residences, latrines, cesspools, septic tanks, and other structures in accordance with the requirements of appropriate authorities.
- C. The Contractor shall take all reasonable precautions to prevent and suppress forest fires and shall require its employees and subcontractors, both independently and at the request of forest officials, to do everything within their power to prevent and suppress, and to assist in preventing and suppressing, forest fires and to make every possible effort to notify a forest official at the earliest possible moment of the location and extent of any fire seen.

13. Final Inspection

- A. Prior to final inspection:
 - 1) All structures must be clear and free of debris, and all valve boxes must be clean, such that a valve wrench can make solid contact with the operating nut prior to final inspection.
 - 2) All miscellaneous brick, mortar, stone, asphalt, concrete or other debris must be removed from the Project and catch basins and must be properly disposed.
 - 3) All hand raking of yards and all seeding, mulching and erosion control must be completed.
 - 4) All meter boxes, cleanouts or other structures must be uncovered and in plain view for final inspection and shall match the surrounding ground elevation.
- B. The Contractor will request a final inspection only after the Work has been checked for completion by the Contractor.
- C. When the Contractor is ready for final inspection, the Contractor shall inform the Architect/Engineer and the City in writing, and a date will be scheduled for the final inspection.
- D. The Architect/Engineer and the City will meet with the Contractor's representative, and they shall make a thorough inspection of the Work. The Contractor shall furnish all labor necessary to open and inspect manholes, catch basins, and valve boxes, and to otherwise allow a thorough inspection of the Work to occur.
- E. A list of deficiencies shall be made by the Architect/Engineer and the City within one week of final inspection. The Contractor must correct deficiencies prior to the acceptance of the Work by the Architect/Engineer and the City. The Contractor shall complete deficiencies within 30 days of the Contractor's receipt of the list of deficiencies, unless otherwise approved by the Architect/Engineer and the City.

14. International Home Furnishings Market

- A. The International Home Furnishings Market is held in High Point in April and October.
- B. During the International Home Furnishings Market, the Contractor shall perform no work in the City's Central Business District, unless required due to an emergency or otherwise approved in advance by the Architect/Engineer and/or the City.

15. Standard Specifications

- A. The City of High Point Standard Specifications and Standard Drawings for City Construction shall apply to the Work, as appropriate.
- B. The January 2018 edition of the Standard Specifications for Roads and Structures for the North Carolina Department of Transportation shall apply to the Work, as appropriate.
- C. Whenever the following terms are used in the Standard Specifications for Roads and Structures for the North Carolina Department of Transportation, January 2018 edition, in any of the Contract Documents, the intended meaning of such terms shall be as follows:
 - “State” or “Commission” shall be replaced by “City of High Point”.
 - “North Carolina Department of Transportation” shall be replaced by “City of High Point”.
 - “Architect” shall be replaced by the word “Architect”, in which context it shall mean the duly authorized Architect, assistant, or representative acting within the scope of the duties assigned to him or of the authority given him by the City Manager.
 - “Sampling and testing by Commission” shall be replaced by the words “Sampling and testing by the City or its authorized testing agent”.
 - “Inspection by Commission” shall be replaced by “Inspection by City or its duly authorized representative”.
 - “Department of Central Engineering” or “Engineering Department” or “Central Engineering Department” shall be replaced by “Engineering Services Department” or “Public Services Department”.

16. Work by Others

- A. The following utilities may be relocated and/or adjusted by others:
 - 1) Electric: City of High Point Electric Department.
 - 2) Gas Valves: Piedmont Natural Gas Company.
 - 3) Telephone and Internet Services: North State Telephone Company.
 - 4) Cable Television and Internet Services: Time Warner Cable.
 - 5) Traffic Signals: City of High Point D.O.T.
- B. The City will coordinate and expedite work by others with the Work to be performed by the Contractor.

CITY OF HIGH POINT CONTRACT
ROUTING SLIP

☒ Construction Project

☐ On Call Services

☐ Agreement for Services

☐ Annual Contracts

☐ Amendment

☐ Other: _____

Department Public Service

Project Name Fire Station HQ Bay Floor Replacement

Amount of Contract \$169,400.00

Vendor Name Laheen Management LLC

Bid # Reference
(If applicable) 9008/110322

Date Contracts Received

Council Approval Date
(If applicable) 11/21/22

Notes:

ACCOUNTING UNIT	ACCOUNT
401350	533701

Please Return Fully Executed Contracts to:
Purchasing Department

• File an Annual Report/Amend an Annual Report • Upload a PDF Filing • Order a Document Online • Add Entity to My Email Notification List • View Filings • Print a Pre-Populated Annual Report form • Print an Amended a Annual Report form

Limited Liability Company

Legal Name

Laheen Management L.L.C.

Information

SosId: 1335631

Status: Current-Active ⓘ

Date Formed: 8/29/2013

Citizenship: Domestic

Annual Report Due Date: April 15th

Current**Annual Report Status:**

Registered Agent: Laheen, Patrick

Addresses

Mailing

1616 Polo Road
Winston Salem, NC 27106

Principal Office

1616 Polo Road
Winston Salem, NC 27106

Reg Office

1616 Polo Road
Winston Salem, NC 27106

Reg Mailing

1616 Polo Road
Winston Salem, NC 27106

Company Officials

All LLCs are managed by their managers pursuant to N.C.G.S. 57D-3-20.

General Manager

Patrick E Laheen
1616 Polo Rd
Winston Salem NC 27106



**NORTH CAROLINA
GUILFORD COUNTY**

**FIRST AMENDMENT TO
AGREEMENT FOR SERVICES CONTRACT**

THIS FIRST AMENDMENT TO AGREEMENT FOR SERVICES CONTRACT ("Amendment") made this the 29th day of November, 2022 by and between the **CITY OF HIGH POINT**, a North Carolina municipal corporation, with a principal place of business of 211 South Hamilton Street, High Point, NC 27260 ("City") **SPATIAL DATA CONSULTANTS, INC.**, a corporation authorized to do business in the State of North Carolina, with a principal place of business of 1008 Hutton Lane, Ste 109, High Point, NC 27262 ("Service Provider").

BACKGROUND

WHEREAS, the City and the Service Provider entered an "Agreement for Services" on November 2, 2021 for High Point Orthoimagery 2022 (NC-CGIA RFQ 41-RFQ2022-03JB) (the "Original Contract").

WHEREAS, the services to be provided by the Service Provider, including the costs for those services, were set forth and incorporated into the Original Contract and paid through Purchase Order Number **107925** in the total amount of **\$74,200.00**.

WHEREAS, under the Original Contract, all amendments and modifications must be in writing and signed by an authorized representative of each of the parties thereto.

NOW THEREFORE, for good and valuable consideration received and acknowledged by the parties hereto, the terms of the Agreement for Services Contract are hereby amended as follows:

(1) **SECTION V. PAYMENT**

A. **A. Total Payment.** The City will pay the Service Provider the total amount not to exceed ~~\$74,200.00~~ **\$90,700.00** for the Service Provider's full provision of the Services.

(2) **ATTACHMENT A - SERVICES**

Additional services are outlined in detail in **Exhibit A**.

Provisions of the Agreement not expressly amended by this Amendment remain in force.

Signatures appear on following pages.

Signature Page

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in one (1) original copy on the day and year first above written.

Spatial Data Consultants, Inc.

Service Provider

By: 

Authorized Signature

Mark S. Schall, PLS, CP

Name and Title above (Typed or Printed)

President

Title

1008 Hutton Lane, Suite 109

Street Address

High Point, NC 27262

City/State

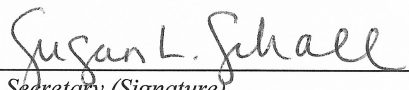
ATTEST

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its

President and attested by its Secretary this the 1st day of December, 20 22.

Spatial Data Consultants, Inc.

Corporate Name

Attest: 

Secretary (Signature)



STATE OF North Carolina

COUNTY OF Guilford

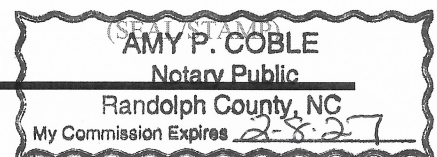
I, Amy Coble, a Notary Public of the County and State aforesaid, certify that Mark S. Schall personally appeared before me this day and acknowledge that he/she is the Secretary of Spatial Data Consultants, Inc. a corporation organized in the state of North Carolina and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him/her as its Secretary.

WITNESS my hand and official seal, this the 1st day of December, 20 22.

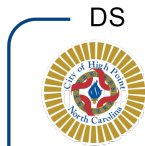


(Notary Public)

My Commission Expires: 2-8-27



DocuSigned by:
Mary Brooks
DD3CFAB7D0E24B2
Mary S Brooks, Interim City Clerk
12/5/2022 | 09:32:33 EST



CITY OF HIGH POINT, NORTH CAROLINA
The City

P O Box 230, High Point, NC 27261
Address

DocuSigned by:
Tasha Logan Ford
By: E699C7423A3645A...
Tasha Logan Ford, City Manager
12/5/2022 | 08:47:49 EST

APPROVAL BY CITY ATTORNEY

Approved as to form:

DocuSigned by:
JoAnne Carlyle
E6032A9811AF46A...
JoAnne L. Carlyle, City Attorney

Date: 12/5/2022 | 08:36:10 EST

APPROVAL BY FINANCE OFFICER

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

DocuSigned by:
Bobby Fitzjohn
385F1C88F40E4DB...
Bobby D. Fitzjohn, Director of Financial Services

Date: 12/4/2022 | 07:45:23 EST

Spatial Data Consultants, Inc.

Amendment

RFQ 41-RFQ2022-03JB



Exhibit A

1008 Hutton Lane, Suite 109
High Point, NC 27262
Phone: (336) 841-1247
Fax: (336) 841-1248
www.spatialdc.com

October 18, 2022

Ms. Heidi Galanti, Planning Administrator

City of High Point Planning and Development Department – Information Technology Services / GIS

Post Office Box 230

High Point, NC 27261

Cc: Mr. Erik Conti

Re: Amendment, High Point Orthoimagery 2022 (NC-CGIA RFQ 41-RFQ2022-03JB)

Ms. Galanti,

Spatial Data Consultants, Inc., (SDC), would like to submit a proposed Scope of Work (SOW) Amendment to our RFQ_41-RFQ2022-03JB HP22 Technical and Cost Proposal Plan submitted on October 14, 2021, approved by the High Point City Manager's Office on November 2, 2021.

SDC has decided to acquire new Quality Level-1 (QL1) LiDAR at approximately twenty (20) points per square meter (ppsm) for an area that would include complete coverage for the HP22 project limits. LiDAR data acquisition would begin and completed no later than December 31, 2022, with the intent of completing LiDAR data post processing and bare earth classification by February 28, 2023, if not sooner.

Cost for the QL1 LiDAR data acquisition is \$55,000.00, this does include initial data post processing and calibration however, does not include bare earth or any other standard LiDAR classification. SDC will be responsible for initial bare earth classification of the QL1 LiDAR data. Bare earth classification will be a macro-based post process, with limited manual editing for noise or any other irregular anomalies.

It's our intent to offer High Point with a 30% cost share opportunity for post processed bare earth classified QL1 LiDAR as an amendment to the Agreement for Services, Tasks 1 through 6 as defined in RFQ_41-RFQ2022-03JB_Draft_SOW.pdf, executed on November 2, 2021, Purchase Order Number 107925. The total cost to High Point for the 30% cost share would be \$16,500.00.

SDC would deliver LAS or LAZ format LiDAR files, based on the HP22 orthoimage tile layout, including a 1,250-foot buffer, an area encompassing approximately 185 square miles. The LAS or LAZ files would include ground classified points, and all other unclassified laser pulse returns, unless requested otherwise by High Point. Classification of other features based on standard LiDAR LAS classifications can be discussed or negotiated upon request.

In order to recover the remaining investment made in acquiring, post processing and classifying the new QL1 LiDAR data, SDC would retain ownership rights of the new QL1 LiDAR data, it would be our intent to reuse or resell the new QL1 LiDAR data to support other geospatial project opportunities that may arise over the next several years.

The cost share data delivered to High Point would be for internal GIS, planning, engineering, utility, transportation or web mapping service support. The 30% cost share would not allow High Point to publish the data as a public resource for download or make the data available to local professional or non-professional businesses upon request.

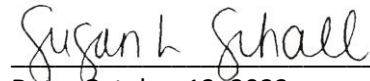
We look forward to the opportunity to discuss and negotiate this proposed SOW Amendment with High Point, please feel free to contact us.

Authorized Officer:

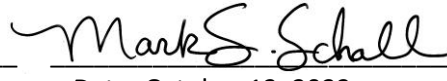
Susan L. Schall, Secretary-Treasurer
Spatial Data Consultants, Inc.
1008 Hutton Lane, Suite 109
High Point, NC 27262
sschall@spatialdc.com
(336) 841-1247
(336) 906-3261 cell

Project Contact & Authorized Contract Negotiator:

Mark S. Schall, PLS, CP, President
Spatial Data Consultants, Inc.
1008 Hutton Lane, Suite 109
High Point, NC 27262
mschall@spatialdc.com
(336) 841-1247
(336) 906-3260 cell



Date: October 13, 2022



Date: October 13, 2022

CITY OF HIGH POINT CONTRACT
ROUTING SLIP

☐ Construction Project

☐ On Call Services

☐ Agreement for Services

☐ Annual Contracts

☒ Amendment

☐ Other: _____

Department

Project Name

Amount of Contract

Vendor Name

Bid # Reference
(If applicable)

Date Contracts Received

Council Approval Date
(If applicable)

Notes:

ACCOUNTING UNIT	ACCOUNT
401520	527101

Please Return Fully Executed Contracts to:
Purchasing Department

• File an Annual Report/Amend an Annual Report • Upload a PDF Filing • Order a Document Online • Add Entity to My Email Notification List • View Filings • Print a Pre-Populated Annual Report form • Print an Amended a Annual Report form

Business Corporation

Legal Name

Spatial Data Consultants, Inc.

Information

SosId: 0389331

Status: Current-Active ⓘ

Date Formed: 2/21/1996

Citizenship: Domestic

Fiscal Month: December

Annual Report Due Date: April 15th

Current**Annual Report Status:**

Registered Agent: Schall, Mark S

Addresses

Mailing

1008 Hutton Lane, Ste 109
High Point, NC 27262

Principal Office

1008 Hutton Lane, Ste 109
High Point, NC 27262

Reg Office

1008 Hutton Lane, Ste 109
High Point, NC 27262

Reg Mailing

1008 Hutton Lane, Ste 109
High Point, NC 27262

Officers

Secretary/Treasurer

Mark S Schall
1008 Hutton Lane, Ste 109
High Point NC 27262

President

Susan L Schall
1008 Hutton Lane, Ste 109
High Point NC 27262

CITY OF HIGH POINT

AGENDA ITEM



Title: Agreement for Services – Laheen Management LLC - Apparatus Bay Floor Repairs – HPFD Headquarters

From: Thomas Reid, Fire Chief

Meeting Date: November 21, 2022

Public Hearing: N/A

Advertising Date N/A

Advertised By: N/A

Attachments: Laheen Management LLC
Informal Bid Recommendation

PURPOSE:

Replacement/repair of deteriorating apparatus bay floor at Headquarters Fire Station

BACKGROUND:

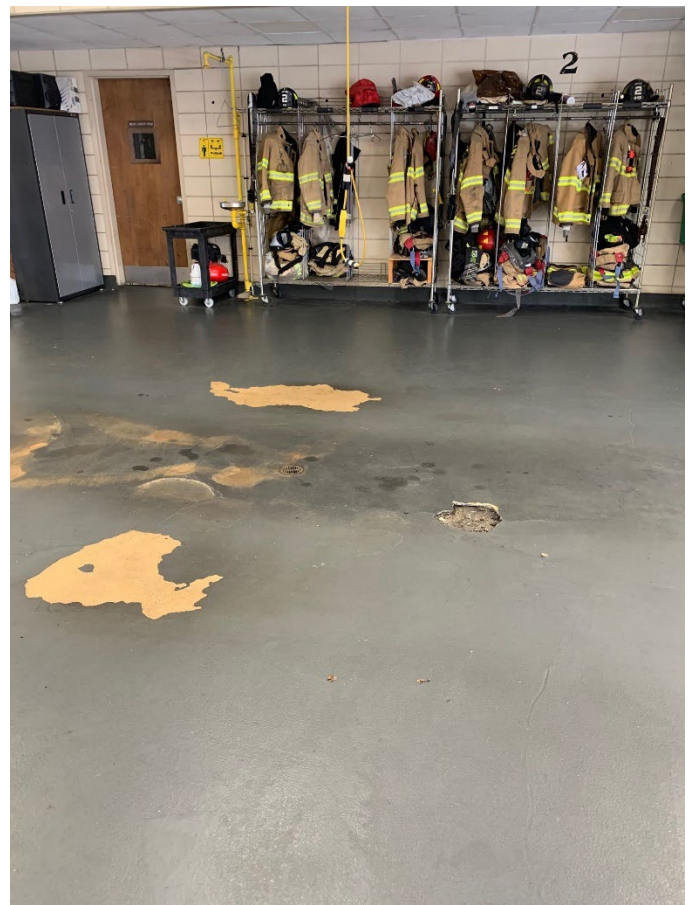
Summit Engineering was retained to provide on-site inspections and provide bid specifications for repairs to the apparatus bay floor located at Headquarter Fire Station. The bay floors have sustained numerous cracks and the slab topping has started to delaminate allowing water to seep into basement area.

BUDGET IMPACT:

Funding has been included in the 2022/2023 fiscal year budget.

RECOMMENDATION / ACTION REQUESTED:

City Council is requested to approve the Agreement for Services contract to Laheen Management LLC in the amount of \$169,000.00.



Bid Tabulation
City of High Point, North Carolina
FD HQ Bay Floor Slab Repair
Bid 9008-1110322 / 2:00 PM

Contractor	Bid Bond	Addendum	Base Bid Phase 1	Base Bid Phase 2	Alternates	Total Bid
Laheen Management LLC	Yes	Yes	\$48,280.00	\$116,720.00	\$4,400	\$169,400.00
Capital Resotration & Waterproofing	Yes	Yes	\$ 53,880.50	\$ 107,122.75	\$ 10,000.00	\$171,003.25



DEPARTMENT RECOMMENDATION
Informal Bid(s)

DEPARTMENT:

COUNCIL DATE:

BID #:

DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO:

AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD:

DATE:

PURCHASING MANAGER:

DATE:

FINANCIAL SERVICES DIRECTOR:

DATE:

(\$30,000 - \$89,999)

CITY MANAGER:

DATE:

(\$90,000+)

Adopted 12/2/2019
 Revised 11/16/2020
 Revised 12/21/2020
 Revised 5/19/2021
 Revised 11/1/2021
 Revised 1/4/2022
 Revised 11/21/2022

REVISED
ORDINANCE ESTABLISHING DATES AND TIMES FOR OFFICIAL SESSIONS OF THE
HIGH POINT CITY COUNCIL

WHEREAS, Article II, Section 2.5 of the Charter of the City of High Point (Chapter 501 of the Session Laws of 1979, as amended), requires that the City Council establish specific dates for all meetings, and provide for the call of special meetings;

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

Pursuant to Article II, Section 2.5 of the Charter of the City of High Point, that on and after December 2, 2019, there shall be held Regular meetings of the High Point City Council in the Council Chambers on the Third Floor of the Municipal Building, located at 211 South Hamilton Street, High Point, North Carolina. The meeting schedule shall be as follows:

Regular Meetings of the City Council shall be held on the first and third Monday of each month at **5:30 p.m.** except for the following meetings:

2020 Meeting Revisions:

Cancellation of the Monday, January 20th Council Meeting and rescheduling to Tuesday, January 21st at 5:30 p.m. due to the MLK Holiday

Cancellation of the Monday, April 20th Council Meeting due to the High Point Furniture Market

Cancellation of the Monday, July 6th Council Meeting due to the 4th of July Holiday

Cancellation of the Monday, September 7th Council Meeting due to the Labor Day Holiday

Cancellation of the Monday, October 19th Council Meeting due to the High Point Furniture Market

2021 Meeting Revisions:

Cancellation of the Monday, January 18th Council Meeting and rescheduling to Tuesday, January 19th due to the MLK Holiday

~~Cancellation of the Monday, April 19th Council Meeting due to the High Point Furniture Market~~ (added back to meeting schedule on 12/21/2020)

Cancellation of the Monday, June 7th Council Meeting due to the High Point Furniture Market

Cancellation of the Monday, July 5th Council Meeting due to the July 4th Holiday

Cancellation of the Monday, September 6th Council Meeting due to the Labor Day Holiday

Cancellation of the Monday, October 18th Council Meeting due to the High Point Furniture Market

2022 Meeting Revisions:

Cancellation of the Monday, January 3, 2022 Council Meeting and rescheduling to Tuesday, January 4th

Cancellation of the Monday, January 17th Council Meeting due to the MLK holiday, and rescheduling to Tuesday, January 18th

Cancellation of the Monday, April 4th Council Meeting due to the High Point Furniture Market

Cancellation of the Monday, June 20th Council Meeting due to the Juneteenth holiday and rescheduling to Tuesday, June 21st.

Cancellation of the Monday, July 4th City Council Meeting due to the July 4th holiday

Cancellation of the Monday, September 5th Council Meeting due to the Labor Day holiday

2023 Meeting Revisions:

Cancellation of the Monday, January 2nd Council Meeting due to the New Year Holiday

Cancellation of the Monday, January 16th Council Meeting due to the MLK holiday, and rescheduling to Tuesday, January 17th

Cancellation of the Monday, June 19th Council Meeting due to the Juneteenth holiday, and rescheduling to Tuesday, June 20th

Cancellation of the Monday, July 3rd Council Meeting due to the July 4th Holiday

Cancellation of the Monday, September 4th Council Meeting due to the Labor Day Holiday

Cancellation of the Monday, October 16th Council Meeting due to the High Point Furniture Market

City Manager's Briefing Sessions shall be held on the 1st and 3rd Monday at 4:00 p.m. in the 3rd Floor Lobby Conference Room, unless otherwise announced.

Any Special Called Meetings—including Closed Sessions—may be called as provided by law.

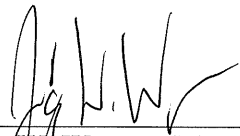
All scheduled meetings shall be in accordance with the Open Meetings Law.

(these meetings could be subject to cancellation if there is no business to be considered)

FURTHER, that the Mayor when present, shall preside at all meetings of the City Council. If the Mayor is absent, then the Mayor Pro Tempore shall preside. If the Mayor Pro Tempore is also absent, then any other Member of City Council may be selected to preside at the meeting.

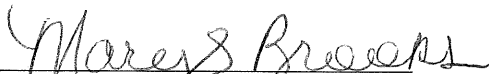
Meeting schedule to be effective upon adoption.

Adopted by the City Council this 2nd day of December 2019; and
Revised by the City Council this 16th day of November 2020; and
Revised by the City Council this 21st day of December 2020; and
Revised by the City Council this 19th day of May 2021; and
Revised by the City Council this 1st day of November 2021; and
Revised by the City Council this 4th day of January 2022; and
Revised by the City Council this 21st day of November 2022.

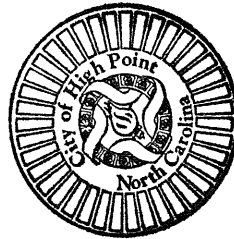


Jay W. Wagner, Mayor

Attest:



Mary S Brooks, CMC
Interim City Clerk



CITY OF HIGH POINT

AGENDA ITEM



Title: Ordinance to Demolish – 1205 Filbert Pl.

From: Thanena Wilson, Interim Director
Community Development & Housing

Meeting Date: 11/8/2022

Public Hearing: No

Advertising Date:

Advertised By:

Attachments:

- A. Staff report
- B. Ordinance to Demolish
- C. Photos
- D. Maps

PURPOSE:

A request by Community Development and Housing – Local Codes Section to adopt an ordinance ordering the inspector to demolish the dwelling at 1205 Filbert Pl.

BACKGROUND:

After a Complaint and Notice of Hearing was issued and a hearing held, an Order to Repair or Demolish was issued on 12/3/2020. No action occurred by the compliance date of 1/4/2021. The necessary repairs to the dwelling exceed its current tax value and the demolition is warranted.

BUDGET IMPACT:

Funds are available in the Department budget for the demolition and asbestos testing of the structure(s), and for the asbestos removal if present.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends the adoption of the requested ordinance to demolish this single family dwelling and all outbuildings on the property.

PENDING ACTION:

The ordinance becomes effective from the date of adoption. If there is no action by the property owner by the effective date of the ordinance, then asbestos testing and the demolition bid process will begin and the structure will be removed by the City. After City demolition, the property owner is billed for the cost. If the bill is unpaid, the City places a lien on the property.

**COMMUNITY DEVELOPMENT AND HOUSING
CODE ENFORCEMENT
HOUSING ENFORCEMENT DIVISION**

**ORDINANCE
REQUEST:**

Ordinance to Demolish

**PROPERTY
ADDRESS:**

1205 Filbert Pl.

OWNER:

Citi Group Investments LLC (purchased 6/21/22)
Lis Pendens recorded 12/10/2020

**REASON FOR
INSPECTION:**

Inspector found house vacant and unsecured

**FIRST
INSPECTION:**
04/29/2020

Summary of Major Violations
1. Repair or replace damaged roof covering
2. Repair or replace damaged wall covering throughout
3. Repair or replace required plumbing fixtures
4. Repair or replace damaged siding
5. Repair or replace damaged/cracked foundation

**HEARING
RESULTS:**
10/21/2020

No one appeared for the Hearing. It was determined there are several violations of the Minimum Housing Code. There are multiple violations of the minimum housing code in the house that make it unsafe. In its present state, necessary repairs to the dwelling exceed 65% of the value of the structure.

**ORDER(S)
ISSUED:**
12/3/2020

Order to Repair or Demolish
Date of Compliance 1/4/2021

APPEALS:

None

**OWNER
ACTIONS:**

Since the beginning of this case, this property has been sold twice. The original owner sold the property to Steffany Lopez in the summer of 2021. Ms. Lopez obtained a building permit in January of 2022 and a fence permit in October 2021. No inspections were requested on the building permit and the fence permit failed it's inspection. Ms. Lopez then sold the property to CitiGroup Investments in June of 2022.

Guilford County taxes are due in the amount of \$638.63, with \$251.76 being delinquent for 2021.



ORDINANCE

AN ORDINANCE REQUIRING THE BUILDING INSPECTOR OF THE CITY OF HIGH POINT TO DEMOLISH CERTAIN PROPERTY PURSUANT TO ARTICLE 19 OF THE GENERAL STATUTES OF NORTH CAROLINA; AND, TITLE 9, CHAPTER 11, ARTICLE E, OF THE MINIMUM HOUSING CODE OF THE CITY OF HIGH POINT.

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

SECTION 1: That the City Council of the City of High Point finds as a fact that the following described property has been ordered to be demolished, and it further finds as a fact that the owner has been ordered to demolish said building at his expense and said Owner has failed to comply with said order.

SECTION 2: That the Inspector of the City of High Point is hereby authorized and directed to proceed with the demolition of the following described building in accordance with code of Ordinances: and, Article 19 of Chapter 160A of the General Statutes of North Carolina.

PROPERTY LOCATION

OWNER (S)

1205 Filbert Pl.

Citi Group Investments LLC
624 Guilford College Rd. Ste. E
Greensboro, NC 27409

SECTION 3: That all ordinances or parts of ordinances in conflict with the provisions of this ordinance, are hereby repealed.

SECTION 4: That this ordinance shall become effective from and after its passage as by Law provided.

Adopted by City Council,
This the 21st day of November, 2022

Mary Brooks, Interim City Clerk



1205

19 October 2022



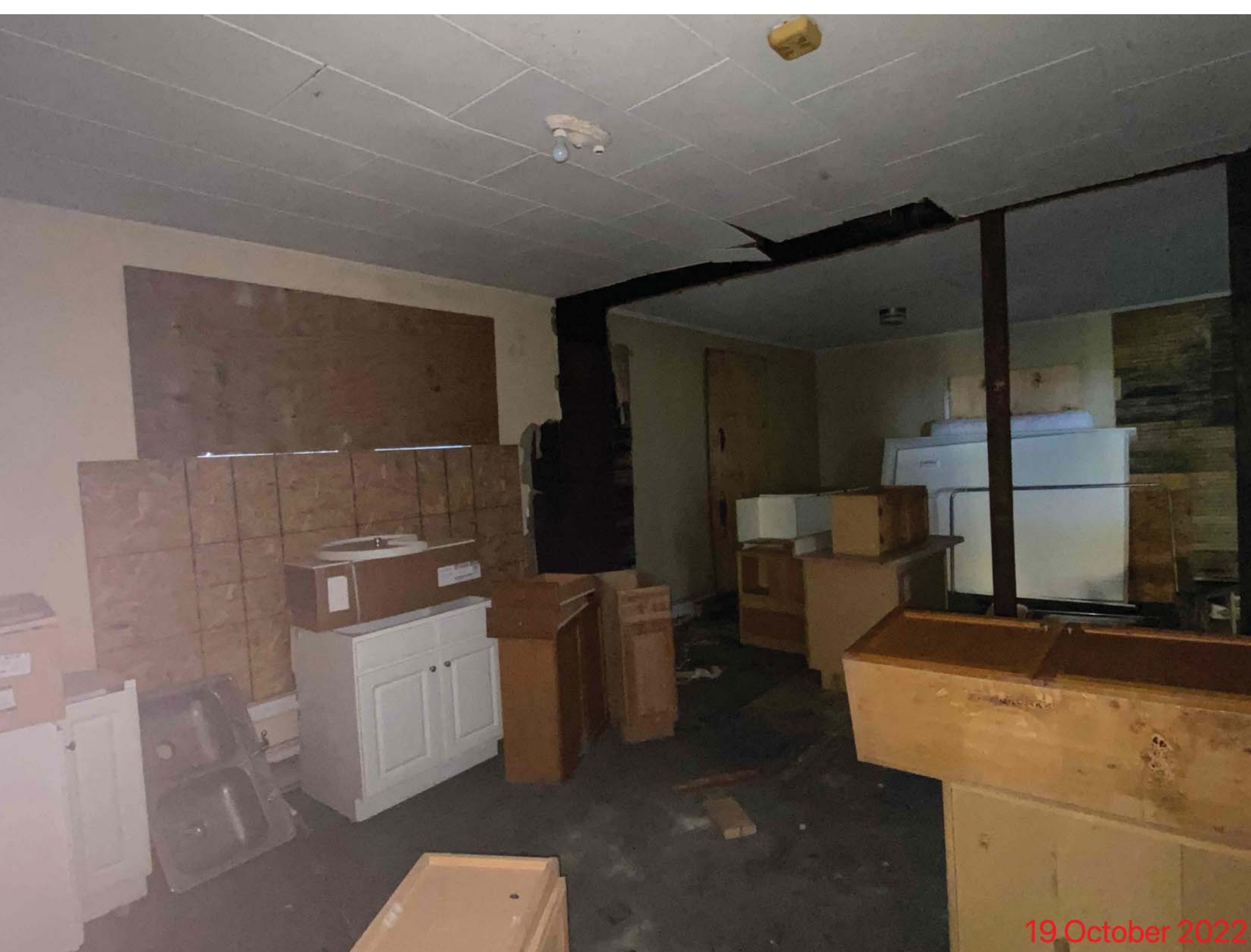
19 October 2022



19 October 2022



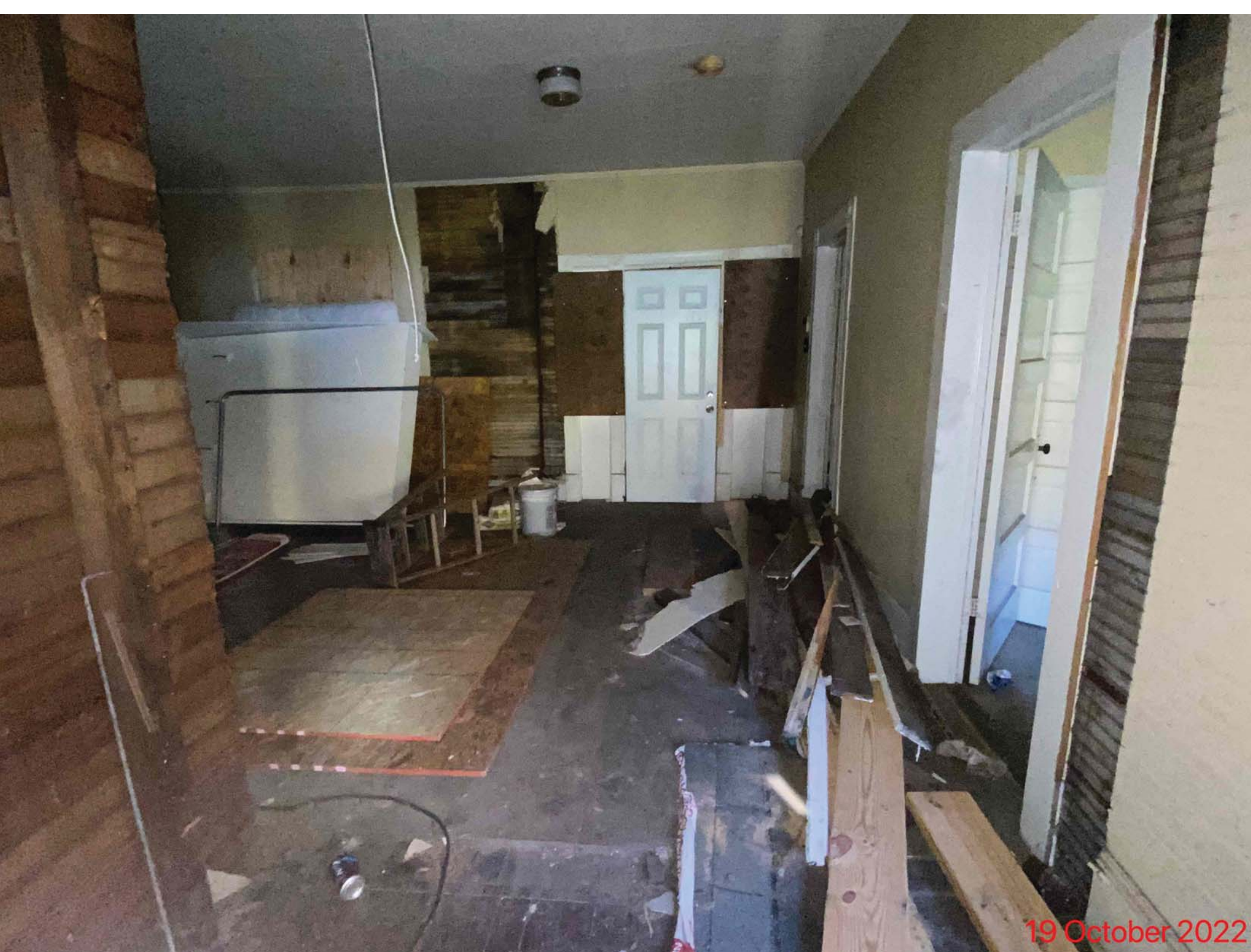
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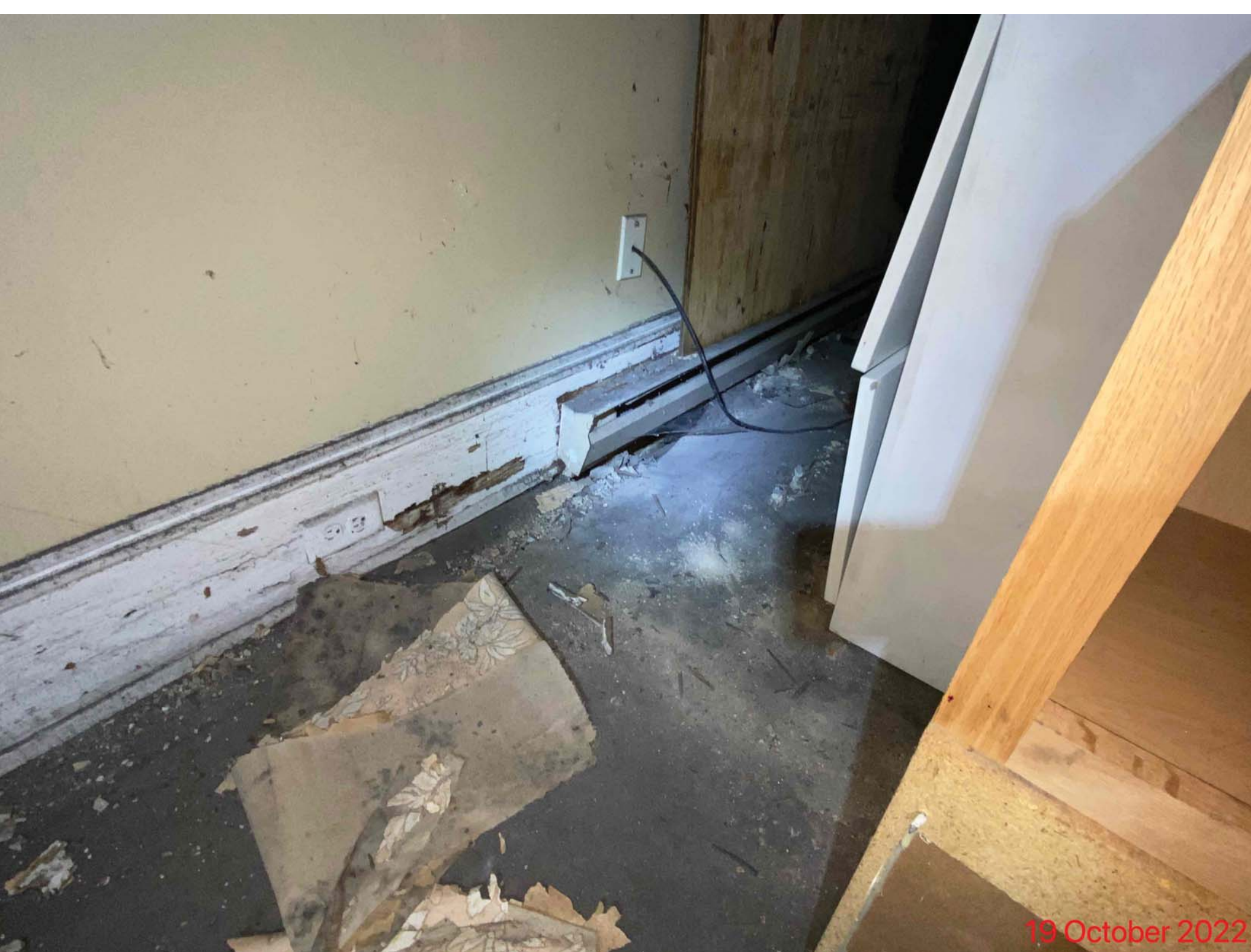
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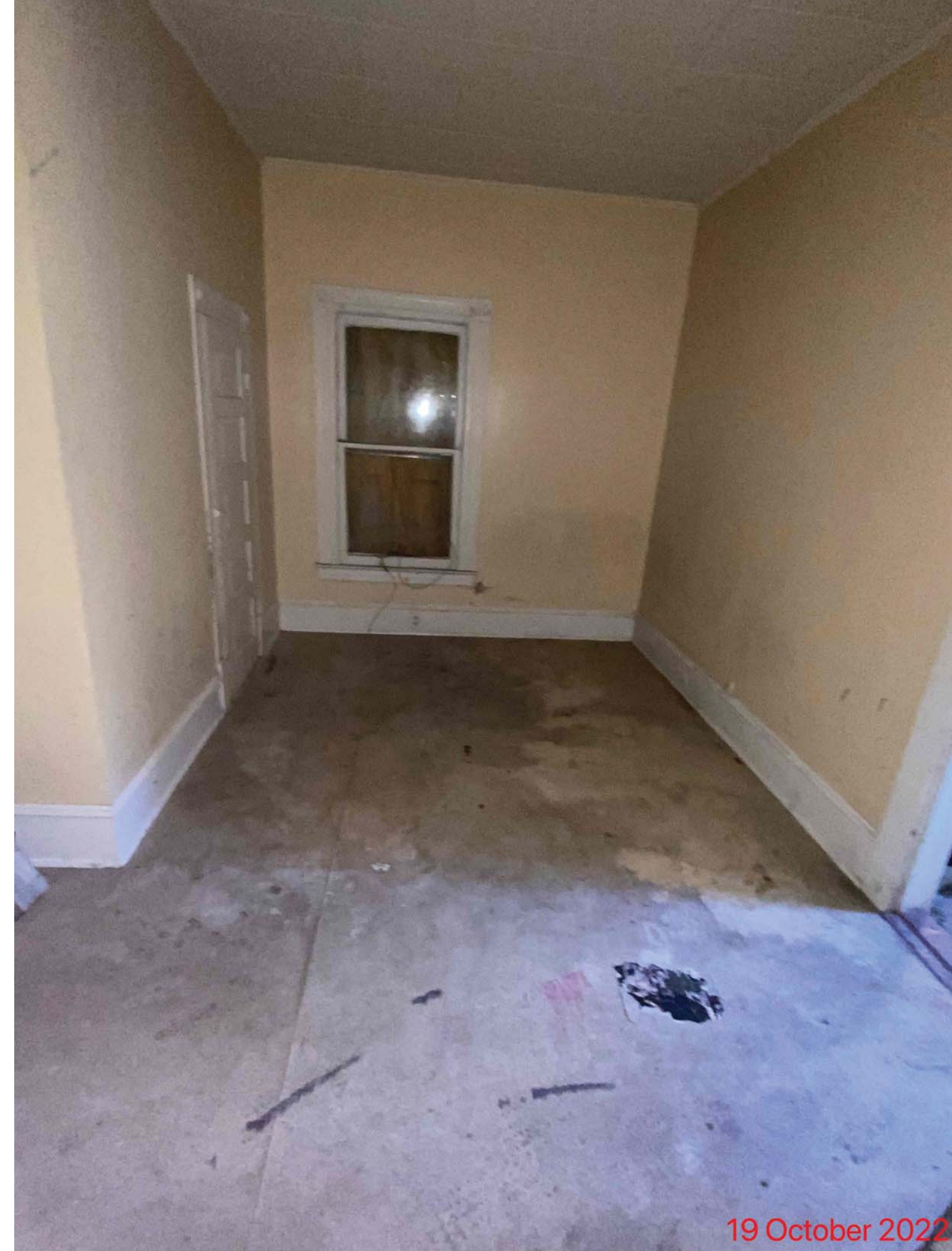
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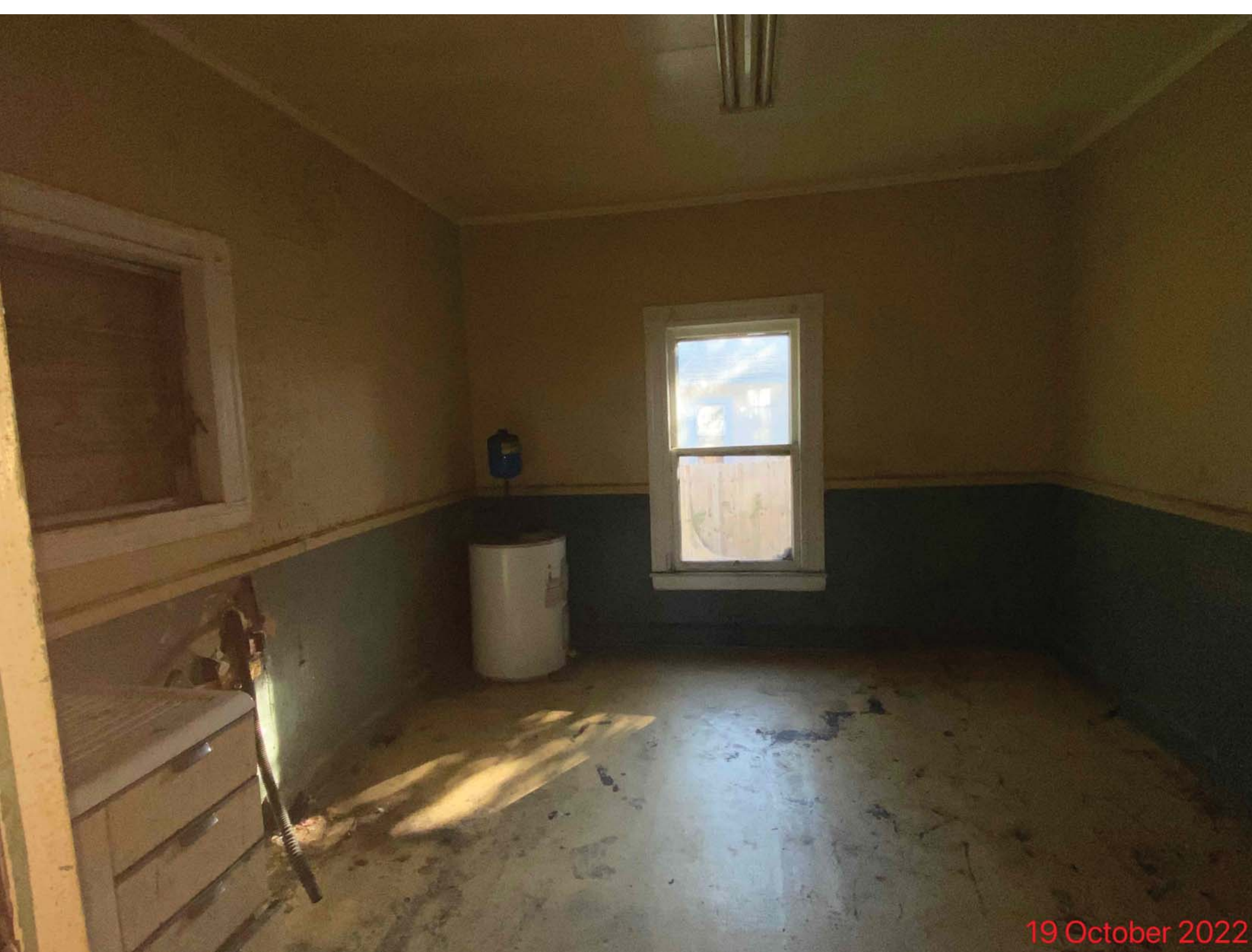
19 October 2022



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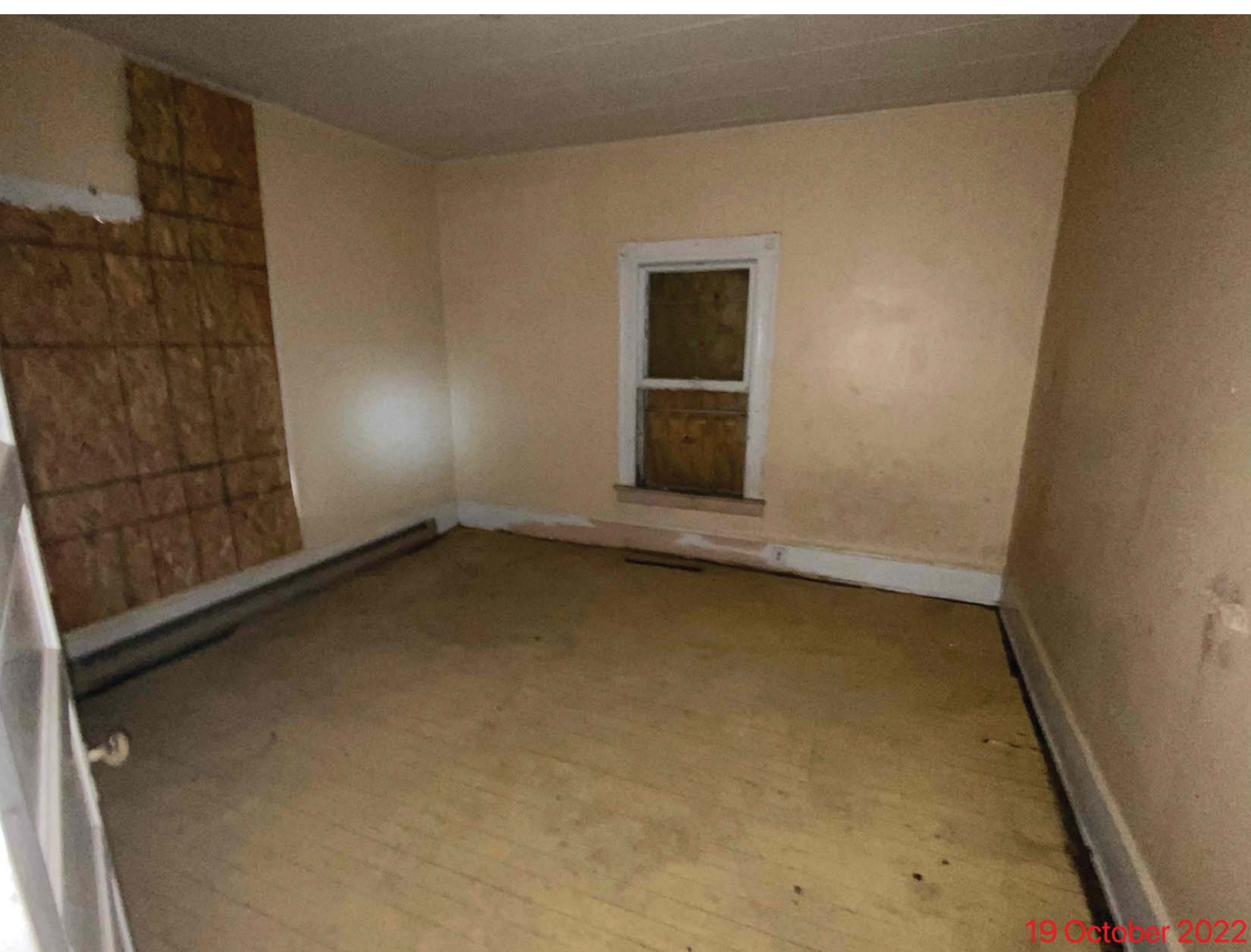
19 October 2022



19 October 2022



19 October 2022



19 October 2022



AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (“Agreement”) is entered into this **9th** day of **December, 2022**, by and between the **CITY OF HIGH POINT**, a North Carolina municipal corporation with a principal place of business of 211 South Hamilton Street, High Point, North Carolina 27260 (“City”), and **CZB, LLC**, a foreign limited liability company (LLC) authorized to do business in the State of North Carolina, with a principal place of business of **1047 Sechrist Loop, Pilot Mountain, NC 27041-8322** (“Service Provider”).

SERVICES

WHEREAS, the City desires to engage the Service Provider to provide the services described in the attached **Attachment A** (“Services”). The Services include all additional services reasonably implied and inferred therefrom or customarily provided in the performance of services of the nature to be provided by the Service Provider pursuant to the Agreement;

WHEREAS, the Service Provider desires to render the Services, and has the experience, staff and resources to perform the Services;

NOW, THEREFORE, the City and the Service Provider, in consideration of their mutual covenants, hereby agree as follows:

SECTION I. PROVISION OF THE SERVICES

A. **Provision of and Payment for the Services.** The Service Provider shall provide the Services consistent with the terms of the Agreement. The City shall pay the Service Provider for the provision of the Services consistent with the terms of the Agreement.

B. **Independent Contractor.** The Service Provider is an independent contractor. The Service Provider, its employees, subcontractors, suppliers and consultants are not, individually or collectively, to be deemed an employee or employees of the City under any circumstances. The Agreement shall not under any circumstances be construed to make the City and the Service Provider joint venturers, partners or parties to similar relationships with each other.

SECTION II. RESPONSIBILITIES OF THE SERVICE PROVIDER

A. **Service Provider’s Work.** The Service Provider shall be responsible for the full provision of the Services, the professional quality and technical accuracy of the Services, the preparation of all reasonably required and customary documentation relating to the Services, and the coordination of all activities relating to the Services.

B. **Standard of Care.** The Service Provider shall provide the Services in a manner consistent with best practices in the industry with which the Services are associated.

C. Timeliness of Performance. The Service Provider shall provide the Services in a timely fashion consistent with the City's scheduling requirements. The Service Provider shall provide the Services in accordance with the schedule set forth in **Attachment A**.

D. Compliance with Applicable Law. The Service Provider shall comply with all Federal, State and local laws and ordinances applicable to the Services. The Service Provider shall not discriminate on the grounds of race, color, religion, sex, age, disability or national origin in the performance of the Services. The Service Provider shall at all times comply with all safety and health regulations, standards and codes applicable to the Services.

E. The Service Provider's Representative. Prior to provision of the Services, the Service Provider shall by written notice to the City designate a representative to act on behalf of the Service Provider with respect to the Agreement and the Services. The Service Provider's representative's decisions, agreements and actions relating to the Agreement and the Services shall be binding upon the Service Provider. If the City requests that the Service Provider designate a different representative to act on behalf of the Service Provider with respect to the Agreement and the Services, the Service Provider will do so within five (5) business days of the Service Provider's receipt of written notice from the City regarding this request. If the Service Provider decides to change its designated representative, the Service Provider will give written notice to the City of its new designated representative.

F. Warranty. The Service Provider fully warrants the Services provided pursuant to the Agreement, and does not disclaim any express or implied warranty potentially applicable to the Services.

G. Bonds. The Service Provider shall provide any payment bond or performance bond required by the City. The City will provide written notice to the Service Provider of the need, if any, to provide payment and/or performance bonds relating to the Services prior to the commencement of the Service Provider's provision of the Services. If the City requests that a payment and/or performance bond be provided by the Service Provider, the required bond or bonds will be provided by the Service Provider prior to the Service Provider's provision of the Services.

SECTION III. RESPONSIBILITIES OF THE CITY

A. Payment to the Service Provider. The City shall make payments to the Service Provider for the Services consistent with the Agreement.

B. The City's Representative. Prior to the Service Provider's provision of the Services, the City shall by written notice to the Service Provider designate a representative to act on behalf of the City with respect to the Agreement and the Services. The City's representative's decisions, agreements and actions relating to the Agreement and the Services shall be binding upon the City. If the City decides to change its designated representative, the City will give written notice to the Service Provider of its new designated representative.

SECTION IV. TERM OF THE AGREEMENT

A. Term. The term of the Agreement is **fifteen (15) months** from the date designated by the City for the Service Provider to begin provision of the Services ("Commencement Date").

B. The Commencement Date. The Commencement Date is **January 1, 2023.**

C. No Automatic Renewal. The Agreement will not be automatically renewed. The City and the Service Provider can agree to continue their contractual relationship with regard to the Services after the expiration of the term, either consistent with the Agreement or otherwise.

SECTION V. PAYMENT

A. Total Payment. The City will pay the Service Provider the total amount of **\$350,000.00,** in three (3) phases for the Service Provider's full provision of the Services.

B. Invoices.

1. Receipt of Purchase Order. No work shall be performed by the Service Provider until an agreement for services has been fully and completely executed and a purchase order has been issued by the City for said work.

2. Timing of Invoices. The Service Provider shall submit invoices to the City in a form acceptable to the City on a periodic basis during the Service Provider's provision of the Services. Invoices will be submitted by the Service Provider to the City no more frequently than once per month.

3. Information Required in Invoices. Each invoice submitted to the City by the Service Provider shall contain sufficient information regarding the issued Purchase Order and work covered by the invoice and the amount charged by the Service Provider for the work covered by the invoice to allow the City to properly review and process the invoice, and to properly include the invoice in any audit related to the Agreement or the Services. Each invoice shall contain a reference to the Agreement sufficient to allow the City to relate the invoice to the Agreement and City issued Purchase Order.

4. Submission of Invoices. Invoices shall be submitted by the Service Provider to the City as follows:

a. Invoices delivered or mailed to the City shall be sent to:

**The City of High Point
Accounts Payable
211 South Hamilton Street
P.O. Box 230
High Point, NC 27261**

5. Invoice Review Process. The City shall have ten (10) calendar days from the City's receipt of an invoice to report any concerns about the invoice to the Service Provider. Any concerns, whether with respect to the form of the invoice or the work covered by the invoice, shall be promptly addressed by the Service Provider to the reasonable satisfaction of the City. The Service Provider shall submit a revised invoice after the City's concerns about an invoice have been addressed. The City shall pay each accurate and properly submitted invoice within thirty (30) calendar days of the City's receipt of the properly submitted invoice.

6. Maintenance of Documents. The Service Provider shall maintain all documents, accounting records, electronically stored information and other evidence pertaining to the Services, and shall make such materials available for inspection by the City or its representatives or agents during the term of the Agreement and for three (3) years from the date of final payment under the Agreement.

SECTION VI. TERMINATION

A. Default. The Agreement may be terminated by either party if the defaulting party fails to materially perform its obligations under the Agreement. With regard to the Service Provider, grounds for termination include, but are not limited to: (i) refusing or failing to provide sufficiently skilled and qualified personnel to perform the Services; (ii) failing in any material respect to perform the Services in a timely fashion; (iii) causing, by any act or omission, the stoppage or delay of or interference with any other work or services being performed or provided by or on behalf of the City; (iv) failing to make payments to subcontractors or suppliers in accordance with the Service Provider's agreements with the subcontractors or suppliers; (v) disregarding any applicable law relating to the provision of the Services; (vi) materially failing to comply with any provision of the Agreement; or (vii) becoming insolvent, having a receiver appointed, or making a general assignment for the benefit of creditors. With regard to the City, grounds for termination include, but are not limited to: (i) failure by the City to make a required payment with ten (10) calendar days of the time specified by the Agreement, provided written notice of non-payment is received by the City from the Service Provider; or (ii) otherwise breaching a material term of the Agreement.

B. Termination for Convenience by the City. The City may terminate the Agreement for the convenience of the City. If the Agreement is terminated for convenience by the City, the Service Provider shall be paid for the portion of the Services satisfactorily provided by the Service Provider through the date upon which written notice of the City's termination is sent to the Service Provider.

C. Notice of Termination/Opportunity to Cure. Written notice to either party of termination of the Agreement shall be provided consistent with the notice provisions of the Agreement. If the termination is based upon a default, the defaulting party shall have ten (10) days, or such longer period established by the terminating party, after receipt of notice to cure the default to the reasonable satisfaction of the non-defaulting party. If the default is not cured in the designated period, the Agreement shall be deemed terminated.

D. Post-Termination Obligations. Upon any termination of the Agreement, the Service Provider shall: (1) promptly discontinue provision of the Services (unless a termination notice from the City directs otherwise); and (2) deliver or otherwise make available to the City all documents, accounting records, electronically stored information and other information accumulated by the Service Provider in the provision of the Services.

E. The City's Post-Termination Provision of the Services. Upon termination of the Agreement, the City may complete the Services required under the Agreement in any manner deemed appropriate by the City.

SECTION VII. INDEMNIFICATION

A. General Indemnification. The Service Provider shall indemnify, hold harmless and defend the City, its employees, agents and representatives, from and against any and all claims or damages directly or indirectly arising out of or resulting from or related to the Service Provider's provision of the Services.

B. Intellectual Property Indemnification. If any aspect of the Services provided by the Service Provider pursuant to the Agreement becomes, or is likely to become, the subject of any claim, suit or proceeding arising from or alleging facts that if true would constitute infringement, misappropriation or other violation of any patent, copyright, trademark or other intellectual property rights of a third party, the Service Provider shall at its own expense secure for the City the right to continue use of the materials or services at issue, or replace or modify the materials or services at issue to make them non-infringing. The Service Provider shall also fully indemnify, hold harmless and defend the City and its employees, agents and representatives, from and against any and all claims or damages directly or indirectly arising out of or resulting from or related to any alleged infringement, misappropriation or other violation of any patent, copyright, trademark or other intellectual property rights of a third party.

SECTION VIII. INSURANCE

A. Types and Amounts of Insurance. The Service Provider shall, at its own cost and expense, procure and maintain, and cause all subcontractors and suppliers to procure and maintain, in full force and effect at all times from the Commencement Date of the Agreement until three (3) years after completion of the Service Provider's provision of the Services, the following insurance coverages:

1. Worker's compensation insurance in statutory limits required by applicable law, and employer's liability insurance in an amount not less than \$500,000.00 each accident, \$500,000.00 disease each employee and \$500,000.00 disease policy limit;

2. Commercial general liability insurance with a combined single limit for personal injury (including bodily injury and death) and property damage (including loss of use) of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 products and completed operations aggregate and \$2,000,000.00 general aggregate. Such coverage shall include the indemnification obligations of the Service Provider under this Agreement;

3. Commercial vehicle liability insurance for any vehicle (including owned, hired, rented and non-owned vehicles) with a combined single limit for each accident of not less than \$1,000,000.00;

4. Umbrella or excess liability insurance on a "following form" basis, which shall provide coverage in excess of the coverage required to be provided by the Service Provider for employer's liability insurance, commercial general liability insurance and commercial vehicle liability insurance coverage, with limits of not less than \$5,000,000.00 combined single limit each occurrence and \$5,000,000.00 aggregate limits; and

5. Professional liability or errors or omissions insurance covering all liability arising out of or based upon any negligent design, engineering, planning, consulting or other

provision of the Services, with a limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 annual aggregate.

B. The City as Additional Insured. The City, its employees, agents and representatives shall be listed as an additional insured on all insurance coverages procured by the Service Provider pursuant to the Agreement.

C. Certificates of Insurance. The Service Provider prior to the Service Provider's provision of the Services will provide properly completed certificates of insurance showing the existence and effective dates of all coverages required under the Agreement.

SECTION IX. DISPUTE RESOLUTION

A. Negotiation. In the event that any claim, dispute or controversy arising out of or relating to the Agreement (including a default, termination or any invalidity thereof, and whether arising out of tort or contract) cannot be resolved informally within ten (10) calendar days after the dispute arises, either party may give written notice to the other party requesting that representatives of the parties' senior management meet in an attempt to resolve the dispute. Each such representative shall have full authority to resolve the dispute and shall meet at a mutually agreeable time and place within fifteen (15) calendar days (or such longer time, if agreed by the parties), after receipt by the non-notifying party of such notice. The meeting between management representatives can take place by telephone.

B. Litigation. Any dispute not resolved through negotiation shall be decided by litigation. Litigation of any dispute shall be brought exclusively in a Federal or State court in Guilford County, North Carolina. Each party hereby consents to personal jurisdiction in any legal action brought in any State or Federal court in Guilford County, North Carolina. Each party further consents to the service of process in any such action or proceeding by the mailing of copies thereof by registered or certified U.S. mail, postage prepaid to the party at its notice address specified in the Agreement, or by such other method complying with the rules and procedures of such courts.

C. Continuation of Performance of the Services During Dispute. Notwithstanding any dispute and provided that performance is requested by the City, it shall be the responsibility of the Service Provider to continue to provide the Services in conformity with the Agreement during the pendency of the dispute. The City shall, subject to its right to withhold amounts to cover damages allegedly caused by the Service Provider's default, continue to pay the Service Provider undisputed amounts in accordance with the Agreement. This paragraph shall not apply in the event of a termination of the Agreement by either party.

SECTION X. NOTICE

Any notice given pursuant to the Agreement shall be in writing and signed by a representative of the party giving such notice. Written notice may be: (a) hand-delivered; (b) sent by facsimile or email transmission; or (c) sent by overnight courier, messenger or registered or certified U.S. mail, postage prepaid, return receipt requested. Written notice shall be delivered to the City and the Service Provider at the following addresses:

Notice to the City:

Address for hand-delivery or mailing:

**The City of High Point
Purchasing Department
211 South Hamilton Street
P.O. Box 230
High Point, NC 27261**

Notice to the Service Provider:

Address for hand-delivery or mailing:

**CZB, LLC
1047 Sechrist Loop
Pilot Mountain, NC 27041-8322**

A notice shall be deemed received by the party to whom it is sent: (a) in the case of hand-delivery or delivery by overnight courier messenger or registered or certified U.S. mail, postage prepaid, return receipt requested, on the date of delivery of the notice to the party; and (b) in the case of facsimile or email transmission, on the date of the transmission by the sending party.

The addresses listed above with regard to the receipt of notice may be changed at any time by a party through the provision of notice of the change in accordance with this Section. Any change shall become effective on the date the notice of the change is deemed received by the party to whom it is sent.

SECTION XI. MISCELLANEOUS

A. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina (without giving effect to the principles thereof relating to conflicts of law).

B. Successors and Assigns. The Agreement shall be binding upon the parties, their successors and permitted assigns. Neither the City nor the Service Provider shall assign, sublet or transfer any interest in the Agreement without the prior written consent of the other party, which may be withheld for any reason.

C. Minor Changes in the Services. The City and the Service Provider agree that the City is entitled to request minor changes in the Services to be provided by the Service Provider under the Agreement, and that the Service Provider will provide such revised services requested by the City. Compensation relating to any such revision shall be based upon agreement between the City and the Service Provider, or through the claim resolution process set forth herein. The Service Provider may not withhold performance of a minor requested change to the Services on the ground that an agreement regarding compensation relating to the change has not been reached.

Any changes or modifications of the Services, as well as any other revisions to the Agreement, shall be reduced to writing, dated, executed and made part of the Agreement.

D. Disclosure. The Service Provider agrees that it shall make no statements, press releases or publicity releases concerning the Agreement or the provision of the Services, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished with regard to the Agreement or the provision of the Services, without first notifying the City and securing its consent in writing. The City may withhold its consent for such disclosure for any reason. The Service Provider also agrees that it shall not publish, copyright or patent any of the data furnished to it in relation to the Agreement.

E. Conflict. In case of a conflict between the provisions of the Agreement and the provisions of any attachment or other document referenced by or incorporated into the Agreement, the provisions of the Agreement shall prevail. Any terms and conditions or similar provisions submitted by the Service Provider shall not be part of the Agreement unless agreed upon in writing by the City. If such terms and conditions or other provisions are submitted by the Service Provider and agreed upon by the City, the provisions of the Agreement shall prevail in the event of a conflict between the provisions of the Agreement and the terms and conditions or other provisions submitted by the Service Provider.

F. Captions. The captions contained in the Agreement are for convenience and reference only, and do not define, describe, extend or limit the scope or intent of the Agreement or the scope or intent of any provision contained herein.

G. Severability. The invalidity of one or more phrases, sentences, clauses or sections in the Agreement shall not affect the validity of the remaining portions of the Agreement, so long as the material purpose of the Agreement can be determined and effectuated.

H. No Waiver. Any failure by either party to enforce any of the provisions of the Agreement or to require compliance with any of its terms at any time during the term of the Agreement shall in no way affect the validity of the Agreement, or any part hereof, and shall not be deemed a waiver of the right of such party thereafter to enforce any such provision.

I. Counterparts. The Agreement may be signed in any number of counterparts, and each counterpart shall represent a fully executed original as if signed by each of the parties. Facsimile or email signatures shall be deemed as effective as original signatures.

J. E-Verify. Under North Carolina law, the E-Verify requirement applies to private employers doing business in this state that has 25 or more employees working in this state. If contractors are individuals who are self-employed (i.e., one employee), or with a business with less than 25 employees, that individual/business is not subject to the E-Verify requirements.

It is the City's responsibility to comply with E-Verify. The Service Provider will be required to submit the completed E-Verify affidavit at execution of this contract.

STATE OF NORTH CAROLINA
CITY OF HIGH POINT
E-VERIFY AFFIDAVIT

I, _____ (the individual attesting below), being duly authorized by and on behalf of
_____ (the entity bidding on project hereinafter "Employer") after first being duly
sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____
 4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.
- This ____ day of _____, 20__.

Signature of Affiant

Print or Type Name: _____

State of _____ County of _____

Signed and sworn to (or affirmed) before me, this the _____

day of _____, 20__.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

Signature Page

IN WITNESS WHEREOF, the City and the Service Provider have caused the Agreement to be executed in one (1) original copy on the day and year first above written by their duly authorized representatives.

CZB LLC
 Service Provider
 By [Signature]
 Authorized Signature
CHARLES Z. BARI
 Name above (Typed or Printed)
President
 Title
48 Front Street
 Street Address
Bath, ME
 City/State

STATE OF ME

COUNTY OF Sagadahoc

I, Jonathan Racine, a Notary Public of the County and State aforesaid, do hereby certify that Charles Z Bari personally appeared before me this day and acknowledge that he/she is the President of CZB LLC, a limited liability company organized in the state of Maine and that by authority duly given, and as the act of the limited liability company, the foregoing instrument was signed in its name by its President.

WITNESS my hand and official seal or stamp, this the 15th day of November, 2021.

[Signature] (Notary Public)

My Commission Expires: 01/14/2023

JONATHAN D. RACINE
 NOTARY PUBLIC, STATE OF MAINE
 MY COMMISSION EXPIRES JAN. 14, 2023

CITY OF HIGH POINT, NORTH CAROLINA

DocuSigned by: *The City*

P O Box 230, High Point, NC 27261

Address

DocuSigned by:

*Sandra R. Keeney**Sandra R. Keeney, City Clerk*

12/27/2022 | 08:39:09 EST

DocuSigned by:

Tasha Logan Ford

By:

Tasha Logan Ford, City Manager

12/27/2022 | 08:29:31 EST

APPROVAL BY CITY ATTORNEY

Approved as to form:

DocuSigned by:

*JoAnne Carlyle**JoAnne L. Carlyle, City Attorney*

Date: 12/27/2022 | 08:25:26 EST

APPROVAL BY FINANCE OFFICER

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

DocuSigned by:

*Bobby Fitzjohn**Bobby D. Fitzjohn, Director of Financial Services*

Date: 12/19/2022 | 16:47:52 EST

Scope of Work

The company, czb, commits to the following scope of work in order to produce the City of High Point Comprehensive Plan.

Key assumptions and components needed to successfully execute the scope of work:

- **Project Management Calls with Staff:** Czb will setup regularly scheduled calls with the City's project manager and other key staff. These meetings will occur every two weeks on the same day and time and will provide the opportunities to share key information, provide updates, and coordinate activities.
- **Steering Committee:** Throughout the process, our preferred model is to work with a broadly representative project Steering Committee. We will work with this group to present and review our findings, to help us draft key questions to ask, to develop online community surveys and to assess our results. This group will help us prioritize and distill all of the findings into a final, actionable product. It is assumed that City staff will form the SC and coordinate with it throughout the planning process, with assistance from czb.
- **City Staff Team:** At key points throughout the project czb will convene key members of City staff and department heads. These meetings will enable us to download and upload key information needed to better understand what is going on in High Point and to get feedback on draft concepts and materials. It is assumed that City staff will coordinate meetings with the Staff Team throughout the planning process, with assistance from czb.
- **Public Engagement:** Czb has included in the scope of work a mixed method public engagement strategy that will include a variety of tools to gather public input and present work products, which will include workshops and open houses, stakeholder meetings, surveys, and other methods. It is assumed that City staff will coordinate venues, assist with getting the word out regarding public events, and attend meetings throughout the planning process.
 - **Kitchen Table Conversations (KTC):** As part of some Steering Committee meetings, we will ask each Steering Committee member to invite 8-10 people of their choosing to engage in small group discussions to take place at a time and place arranged by the committee members. We will introduce the exercise and coach the Committee members on how to facilitate the exercise at a Steering Committee meeting and the findings from the KTCs will be discussed at the next Steering Committee meeting. Our team will design hypothetical scenarios requiring deep thought and discussion between these small groups of residents, and challenging existing views on issues in the community. They are an effective way to quickly and deeply engage 50-100 residents each time the committee completes a round. Multiple rounds of KTCs are ideal, but even one round makes a big impact.
 - **Open House "Road Shows:"** For the first two rounds of community meetings we will plan to do multiple events across a variety of sites in a few days. This allows us to meet residents where they are and gather substantial feedback across a large area in a short amount of time. On top of the face-to-face options, we will develop an online version via the project website which allows more time for residents to browse information and provide written comments at a time that works for them.
 - **Online Surveys:** We have learned how to ask the most important questions in the shortest amount of time so that residents can contribute quickly and not miss time out of their busy lives. We anticipate a survey in Phase 2 during scenario planning. Our surveys are always designed in collaboration with the steering committee and staff.

Phase 1: Discovery: Analysis and Key Issue Identification

Following an introductory scoping meeting with City staff and the Steering Committee (SC), we will begin an intense four-month process of data collection and analysis, along with interviews with a wide range of community stakeholders. This blend of quantitative and qualitative analysis will provide the project team and the SC with the information necessary to begin discerning the important choices that lie ahead for High Point, and the vision, values, and principles that will be needed to guide decision-making. Activities for this phase include:

- **Kick-off meeting with the SC:** In addition to quickly reviewing housekeeping items such as timeline, scope, administrative procedures, and issues of concern, City staff and the SC are able to jump in and spend the majority of the kick-off time on things that will matter substantively in the planning process. The kick-off will therefore tackle not just czb's preliminary observations of conditions and trends, but also the qualitative feedback from staff and SC that begins to translate data into the community's most important issues and opportunities.
- **Project website and communications:** We will develop a project website to communicate information about the project, process, meetings, events, and online surveys, and to serve as a hub for communications via social media. A custom URL and a project "brand" will be developed and coordinated with the City's branding initiative. The website will also serve as the home of the final comprehensive plan and will be passed to the Planning and Development Department at the end of the planning process.
- **Interviews with community leaders and other local stakeholders:** Our process begins by talking to key stakeholders in the community, including elected officials and other civic leaders, the faith community, developers, neighborhood advocates, and others. We will work with the City to develop an interview protocol and will then conduct interviews with individuals and small groups. The findings from these interviews will help us begin to identify key issues, conflicts, challenges and opportunities in High Point.
- **Community inventory and analysis:** We will do a deep dive into High Point, its neighborhoods, and its broader regional context, using a range of primary and secondary sources, all of which will be leveraged to develop a fine-grained picture of conditions and trends at a range of geographic scales. Particular sources and methods will include:
 - City's existing background data and analysis: We will review and utilize the data that City staff collected and summarized on the city's website.
 - Multiple listing service: We will gather data on all home sales in the area over the past decade, including average sale price, list price to sales price ratios, time on market, and physical characteristics of sold properties.
 - Census datasets: Using historical, decennial census data and the American Community Survey 5-year estimates, we will gather a broad combination of people-based characteristics and place-based characteristics.
 - Home Mortgage Disclosure Act and HudUser.org: We will use additional federal and state datasets, paired with local agency data, to identify locations and details for affordable and assisted housing in the region and city, as well as lending and CRA activity.
 - Local government data: We will rely on the City and its partners to provide assessment records, tax foreclosure records, outstanding code violations, and all other available and relevant data.
 - Review all existing local and regional plans and planning priorities: We will conduct a "policy audit" of the City's long-range plans. This audit will identify which existing policies should be carried forward, deleted, updated, merged, or redirected to other documents. Staff will be responsible for assembling the policy documents.

Deliverables for Phase 1: Project website, community assessments, Kitchen Table Exercise, findings from stakeholder interviews, policy audit, etc.

Phase 2: Engagement: Vision, Values, Principles, and Priorities

In this phase, the planning team will test the themes that emerged in Phase 1 through broader engagement activities that will be framed by the need to prioritize and make choices. By approaching engagement in this manner – educating and asking the public to make choices and to understand the opportunity costs associated with their choices, rather than creating a laundry list of aspirations -- the public surveys and meetings will yield a more informed citizenry and a more realistic and enduring community-based vision, values, principles, and priorities. Activities for this phase include:

- **Choices and trade-offs:** Working with the SC, the project team will use analysis from Phase 1 and themes from prior interviews to develop a set of fundamental challenges and choices to present to the wider public during Phase 2.
- **Vetting of conceptual alternatives:** The planning team will develop concepts in an iterative fashion, providing SC members with an opportunity to shape and refine specific project ideas and initiatives.
- **Roadshow Open Houses - Round #1:** The project team will work with the SC and City staff to facilitate an open house roadshow during this phase where the public will be invited to learn about findings from Phase 1 and provide input for an updated vision statement and feedback on specific concepts and trade-offs posed by the project team. Feedback from the open house will help shape the upcoming scenario planning.
- **Updated vision:** The City's Community Growth Vision Statement is the overarching long-range view of what the community wants to become over time. It should be rooted in community values and supported by planning principles. The draft vision will be developed in collaboration with city staff and the SC. The updated vision statement will help guide scenario planning and be vetted by the public in the upcoming survey and open houses.
- **Scenario planning:** This will be an opportunity to identify growth scenarios and the spatial relationships between various factors that influence those scenarios. Using the Urban Footprint software planning platform, we will work with the SC and city staff to identify and test up to three growth scenarios. Coordinate with Tetra Tech Integrated Watershed Assessment Scenarios as an environmental component to the Comprehensive plan scenarios.
- **Community survey:** We will develop and distribute an online community survey using the project website. We will work with the City to make sure it is distributed as widely as possible.
 - This data will help us gauge the public's views on High Point's opportunities and challenges, on potential solutions and on the trade-offs the community may need to make in order to realize its goals. The growth scenarios and the emerging priorities could also be included in the survey.
- **Roadshow Open Houses - Round #2:** It is anticipated that Round #2 will be the same "Roadshow" format as Round #1. However, if preferred by the city a single facilitated community meeting (e.g. open house / drop-in session) could replace the roadshow. By this time, the community will have seen the project team's findings both in the first open house roadshow and in the community survey. They also will have gotten a preliminary idea of planning concepts and emerging community priorities. The second open house will share the draft vision statement, different growth scenarios and get feedback on the preferred scenario. It will also more concretely preview the project team's interpretation of community priorities and the emerging plan recommendations.

Deliverables for Phase 2: Project website updates, Kitchen Table Exercise, Vision, Values and Principles, scenario outputs, community survey, community open houses (round #1 and round #2), etc.

Phase 3: Plan Development: Refinement, Finalization, and Adoption

The Phase 1 analysis and the Phase 2 engagement work will be combined to develop the draft comprehensive plan, inclusive of both action steps for the conditions that are foreseeable, and a decision-making framework for those that are not. The plan will have a “big picture” orientation, while also helping the City think through discrete priorities that have been established through the planning process. With regular consultation with City staff, czb will write the document and prepare and deliver public presentations of the draft at the final public meeting before moving ahead to the City’s formal adoption process.

During Phase 3, the project team will use feedback from review of Draft 1.0 to develop a final document that is visually engaging, accessible to the average citizen, and useful to members of the City Council, City staff, the Planning and Zoning Commission, and other civic leaders. Activities for this phase include:

- **Comprehensive Plan Preview:** By the end of Phase 2, most materials will be developed to begin compiling a first draft of the plan for SC review. This “preview” will demonstrate what a draft comprehensive plan might look like based on the planning process thus far—including the identification of core values, planning principles, priority issues, and desired outcomes. Its content will be kept at a summary level until after feedback from City staff and SC members.
- **Focus Area Concepts** – Based on discussions up to this point and direction from staff, czb will develop concepts and strategies for up to five focus areas each consisting of approximately two square blocks. This will include land use, development/redevelopment concepts, and/or massing models using Sketchup and other graphic tools. Additional areas may also be identified as activity nodes with a place type based on the detailed focus area concepts, but they will not include the same level of detail.
- **Community meeting – Round #3:** The project team will hold a public presentation of the Plan Preview. The meeting could be in the form of an open house / drop-in session or a community presentation.
- **Develop implementation components:** This action plan will include a list of action items, the agency responsible for the action item, and an anticipated timeframe for completion of the item. This will help prioritize projects, inform the City’s Capital Improvement Plan, and ensure that responsibilities are clearly stated and carried out in a timely fashion.
- **Draft Comprehensive Plan:** Based on feedback on the plan preview and the implementation components from the SC and staff we will produce a complete draft comprehensive plan ready for community review.
- **Revised Draft Comprehensive Plan:** After revisions based on community feedback, we will submit the final draft comprehensive plan to the SC and city staff for review and ratification.
- **Adoption:** Czb will assist City staff in presenting the proposed final Comprehensive Plan at one public hearing. This presentation could be to City Council or to the Planning and Zoning Commission. If the City desires to have czb present at both meetings an additional visit along with associated costs will need to be negotiated.

Deliverables for Phase 3: Project website updates, Focus Area Concepts, Plan Preview, implementation action/plan, community open house (round #3), draft plan and final comprehensive plan, etc.

Budget

czb will deliver a comprehensive plan, as described in the Scope of Work, for a LUMP SUM amount of \$350,000. The figures in Table 1 are estimates only for reference:

Table 1 – Estimated Cost by Phase

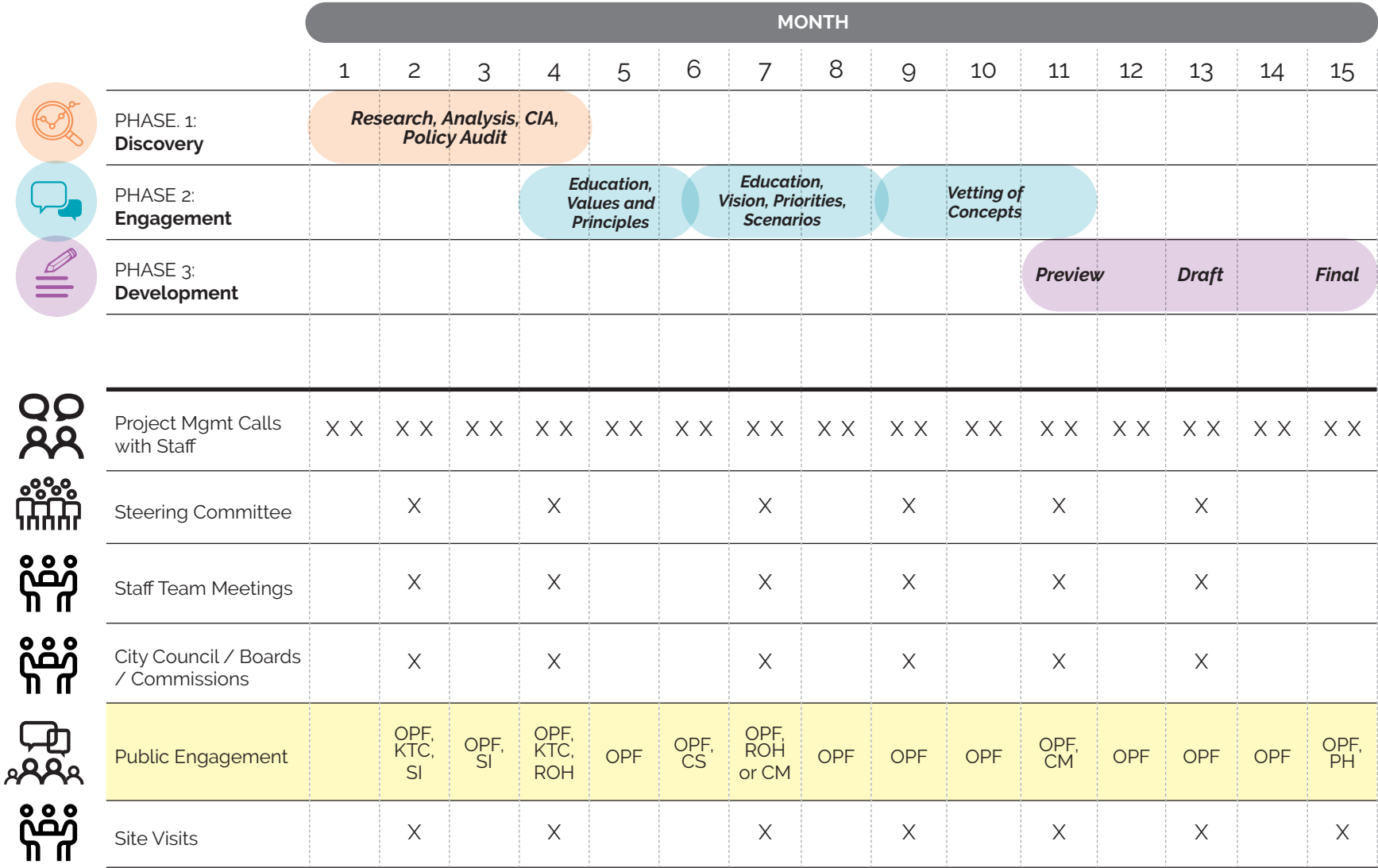
	Estimated Hours	Cost Inclusive of ALL Expenses
Phase 1	480	\$105,000
Phase 2	672	\$154,000
Phase 3	448	\$91,000
Total	1600	\$350,000

czb will invoice High Point monthly over fifteen months, based on percentage complete, and including reports of activities completed in each month. The expected project completion and invoicing schedule is as follows:

Table 2 – Estimated Project Completion and Invoicing Schedule

	Phase 1 % Complete	Phase 2 % Complete	Phase 3 % Complete	Project % Complete	Monthly % Project Completion	Monthly Invoice Amount
Month 1	25%	0%	0%	7.5%	7.5%	\$ 26,250.00
Month 2	50%	0%	0%	15.0%	7.5%	\$ 26,250.00
Month 3	75%	0%	0%	22.5%	7.5%	\$ 26,250.00
Month 4	100%	12.5%	0%	35.5%	13.0%	\$ 45,550.00
Month 5	100%	25.0%	0%	41.0%	5.5%	\$ 19,250.00
Month 6	100%	37.5%	0%	46.5%	5.5%	\$ 19,250.00
Month 7	100%	50.0%	0%	52.0%	5.5%	\$ 19,250.00
Month 8	100%	62.5%	0%	57.5%	5.5%	\$ 19,250.00
Month 9	100%	75.0%	0%	63.0%	5.5%	\$ 19,250.00
Month 10	100%	87.5%	0%	68.5%	5.5%	\$ 19,250.00
Month 11	100%	100%	15.4%	78.0%	9.5%	\$ 33,250.00
Month 12	100%	100%	30.8%	82.0%	4.0%	\$ 14,000.00
Month 13	100%	100%	46.2%	86.0%	4.0%	\$ 14,000.00
Month 14	100%	100%	61.6%	90.0%	4.0%	\$ 14,000.00
Month 15	100%	100%	100%	100.0%	10.0%	\$ 35,000.00
Total					100.0%	\$ 350,000.00

High Point Comprehensive Plan Timeline



Public Engagement Key

- Kitchen Table Conversations

Community Meeting

Community Survey (online)

Online Public Feedback
- KTC

CM

CS

OPF
- Public Hearing

Roadshow Open House

Stakeholder Interviews
- PH

ROH

SI

CITY OF HIGH POINT CONTRACT
ROUTING SLIP

☐ Construction Project

☒ On Call Services

☐ Agreement for Services

☐ Annual Contracts

☐ Amendment

☐ Other: _____

Department

Project Name

Amount of Contract

Vendor Name

Bid # Reference
(If applicable)

Date Contracts Received

Council Approval Date
(If applicable)

Notes:

ACCOUNTING UNIT	ACCOUNT
401520	527101

Please Return Fully Executed Contracts to:
Purchasing Department

• File an Annual Report/Amend an Annual Report • Upload a PDF Filing • Order a Document Online • Add Entity to My Email Notification List • View Filings • Print a Pre-Populated Annual Report form • Print an Amended a Annual Report form

Limited Liability Company

Legal Name

czb LLC

Information

SosId: 2536012

Status: Current-Active ⓘ

Date Formed: 12/7/2022

Citizenship: Foreign

State of Incorporation: ME

Annual Report Due Date: April 15th

Current**Annual Report Status:**

Registered Agent: Weston, Larry

Addresses

Reg Office

1047 Sechrist Loop

Pilot Mountain, NC 27041-8322

Reg Mailing

1047 Sechrist Loop

Pilot Mountain, NC 27041-8322

Company Officials

All LLCs are managed by their managers pursuant to N.C.G.S. 57D-3-20.

Charles Z Buki

680 Parker Head Rd

Phippsburg ME 04562-4588

CITY OF HIGH POINT

AGENDA ITEM



Title: Reappointment – Charles Portaro-High Point Housing Authority Board

From: City Clerk's Office

Meeting Date: November 21, 2022

Public Hearing: N/A

Advertising Date /
Advertised By: N/A

Attachments: No

PURPOSE:

To confirm the reappointment of Charles Portaro to the High Point Housing Authority Board.

BACKGROUND:

Mayor Wagner is requesting the reappointment of Charles Portaro as his appointee on the High Point Housing Authority Board. Charles Portaro's reappointment will be effective December 23, 2022 and will expire on December 22, 2027.

BUDGET IMPACT:

N/A

RECOMMENDATION / ACTION REQUESTED:

Council is requested to confirm the reappointment of Charles Portaro to the High Point Housing Authority Board; appointment to be effective December 23, 2022 and will expire on December 22, 2027.

CITY OF HIGH POINT

AGENDA ITEM



Title: Zoning Map Amendment 22-22
(Clayton Properties Group, Inc.)

From: Sushil Nepal, AICP
Planning & Development Director

Public Hearing: Yes

Meeting Date: November 21, 2022

Advertising Date: November 9, 2022, and
November 16, 2022

Attachments: A. Staff Report
B. Zoning Ordinance

Advertised By: Planning & Development

PURPOSE:

A request by Clayton Properties Group, Inc. to rezone approximately 33.55 acres from a Conditional Use Residential Single Family – 5 (CU R-5) District and a Conditional Use Residential Multifamily – 5 (CU RM-5) District to a Conditional Zoning Residential Single Family – 5 (CZ R-5) District and a Conditional Zoning Multifamily – 5 (CZ RM-5) District. The site is located along the east side of Dilworth Road, approximately 750 feet north of Bickford Road.

BACKGROUND:

The Planning and Zoning Commission reviewed this request at their October 25, 2022 public hearing. All members of the Commission were present, except for Mr. Ray Wheatley. Mr. Herbert Shannon, Senior Planner, presented the case and recommended approval of the request as outlined in the staff report.

Speaking on the request:

The applicant's representative, Mr. Jason Ewing, Land Acquisition Manager, Shugart Homes, 221 Jonestown Road, Winston-Salem, spoke in favor of the request. Mr. Ewing provided an overview of their development proposal for this site that was annexed in 2008. He noted that they are proceeding through the subdivision review process and the only change they are proposing from the prior zoning approval is to remove one of the three initially approved stub streets, due to the location of a previously unidentified stream.

Speaking in opposition to the request were Mr. J. Tommy Hodgin, 460 Dilworth Road; Ms. Kelly Gage, 436 Dilworth Road and Mr. David Payne, 428 Dilworth Road. These speakers noted the following concerns:

- Safety of the proposed public street access to the site from Dilworth Road
- Delayed response time for emergency services to this area (fire and ambulance)
- Why have subdivision plans been submitted for review if the zoning has not been approved
- Concern that the zoning site contains plant species that may be on the State environmental watch list
- Concern with the allowance of twinhomes and the proposed density of development

Once the public hearing was closed, Chairman Kirkman asked staff if this request was denied could the site develop under standards of its current 2008 zoning approval. He also asked staff to outline the primary changes between the 2008 zoning approval and this current zoning request. Mr. Shannon stated that if this current zoning application is denied, the site can still be developed under the standards of its 2008 zoning approval. Also, Mr. Shannon noted that the proposed changes from the 2008 zoning approval are:

1. To remove one of the three required stub streets due to the location of a classified stream at the northeast corner of the site;
2. To adjust the land area of the previously approved twinhome tract from 13.3 to 13.8 acres; and
3. To refresh the language of the ordinance to meet terminology / departmental policy standards based upon adoption of the current Development Ordinance in 2017.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

A. Staff Recommendation

Staff recommended *approval* of this request as outlined in the attached staff report.

B. Planning and Zoning Commission Action

1. The Planning and Zoning Commission recommended *approval* of this request, as recommended by staff, by a vote of 8-0.

2. Consistency and Reasonableness Statements

The Planning and Zoning Commission voted 8-0 to approve the following statement:

That Zoning Map Amendment 22-22 is consistent with the City's adopted policy guidance because the requested zoning amendments do not conflict with adopted policy guidance documents. Development of this site will continue to be in accordance with the Low Density Residential land use classification governing this area. Furthermore, the request is reasonable and in the public interest because the requested CZ-R-5 and CZ-RM-5 District are reasonable, in that, as conditioned.

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

**STAFF REPORT
ZONING MAP AMENDMENT ZA-22-22
October 25, 2022**

Request	
Applicant: Clayton Properties Group, Inc.	Owner: Clayton Properties Group, Inc.
Zoning Proposal: To rezone approximately 33.5 acres	From: CU R-5 Conditional Use Residential Single Family - 5 District CU RM-5 Conditional Use Residential Multifamily - 5 District
	To: CZ R-5 Conditional Zoning Residential Single Family - 5 District CZ RM-5 Conditional Zoning Residential Multifamily - 5 District
Notices: • Applicant held a Citizen Information Meeting (Yes) • As required by Section 2.3.6 (Notification) of the Development Ordinance, the Planning and Development Department provided published, mailed and posted notice of this public hearing.	

Site Information	
Location:	The site is located along the east side of Dilworth Road, approximately 750 feet north of Bickford Road.
Tax Parcel Number:	Guilford County Tax Parcels 216379 and 216312
Site Acreage:	Approximately 33.5 acres
Current Land Use:	Undeveloped
Physical Characteristics:	The site has a gentle to moderately sloping terrain. A perennial stream runs along the eastern boundary of the site.
Water and Sewer Proximity:	A 12-inch City water line lies west of the site at the intersection of Dilworth Road and Brickford Road. Both an 8-inch City water line and an 8-inch City sewer line lies to the east of the site at the intersection of Chasewater Trail and Braydon Drive (Meadow Valley subdivision – Phase 5).
General Drainage and Watershed:	The site drains in a general easterly direction and development is subject to the City Oak Hollow Lake General Watershed Area requirements. Primary stormwater control measures are required for 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 Districts:	• Oak Hollow Lake General Watershed Area (GWA) • Oak Hollow Lake Watershed Critical Area (WCA); Tier 4 • Airport Overlay District – Zone 4

Adjacent Property Zoning and Current Land Use			
North:	AG	Agricultural District (<i>Guilford County</i>)	Single family dwelling
South:	CU R-5	Conditional Use Residential Single Family-5	Single family dwellings
East:	CU R-5	Conditional Use Residential Single Family-5	Single family dwellings
West:	AG CU R-5	Agricultural District (<i>Guilford County</i>) Conditional Use Residential Single Family-5	Single family dwellings and undeveloped parcels

Relevant Land Use Policies and Related Zoning History	
Community Growth Vision Statement:	Goal 1: Preserve and enhance High Point's most important natural and cultural resources. <u>Obj. 1B:</u> Preserve and link environmentally sensitive lands such as floodplains, wetlands and steep slopes. Goal 5: Balance the efficient movement of vehicles with the needs of pedestrians, alternative transit modes, and aesthetic quality. <u>Obj. 5E:</u> Require that street systems connect with one another whenever possible to move all modes of traffic efficiently, to avoid congestion along key corridors, to improve traffic and pedestrian safety, and to enhance emergency management access.
Land Use Plan Map Classification:	The site has a Low-Density Residential land use designation, which primarily supports single family detached dwellings on individual lots. Development densities shall not exceed five dwelling units per gross acre.
Land Use Plan Goals, Objectives & Policies:	The following goals of the Land Use Plan are relevant to this request: Goal #1: Ensure that development respects the natural environment. Goal #3: Provide a wide range of housing opportunities for families of all income levels.
Relevant Area Plans:	<u>Northwest Area Plan:</u> This site is within the area studied by the Northwest Area Plan. This plan supports Low Density Residential uses, at densities up to five dwelling units per acre, in this portion of the City's Planning Area.
Zoning History:	<u>Zoning Map Amendment 06-15 (<i>initial phases of the Meadow Valley subdivision</i>):</u> The southern two thirds of the zoning site was annexed and granted a single family residential zoning in 2006 as part of the zoning approval for the overall 87-acre Meadow Valley subdivision. <u>Zoning Map Amendment 08-14 (<i>expansion of the Meadow Valley subdivision</i>):</u> In 2008 the northern 16 acres of the zoning site was annexed and granted zoning for single family and twinhome dwellings.

Transportation Information			
Adjacent Streets:	Name	Classification	Approx. Frontage
	Dilworth Road	Minor Throughfare	967 ft.
	Chasewater Trail	Local Street	50 ft.
Vehicular Access:	Via extension of Chasewater Trail to Dilworth Road.		
Traffic Counts: <i>(Average Daily Trips)</i>	Dilworth Road	500 AADT (2019 NCDOT Traffic Count)	
Estimated Trip Generation:	Not applicable, there are no changes in uses from the 2008 zoning approval.		

Traffic Impact Analysis (TIA):	Required		TIA Comments
	<u>Yes</u>	<u>No</u> X	A new TIA is not required.
Conditions:	See Conditional Zoning Ordinance 22-22		

School District Comment

Not applicable. Impact to area schools were initially considered by Guilford County Schools as part of the 2006 and 2008 annexation and zoning approvals for the site.

Details of Proposal

In 2008, zoning was granted for this site to allow a 113-unit residential subdivision consisting of 51 single family homes and 62 twin homes. The applicant is requesting the following changes to that prior zoning approval:

1. To remove one of the three public street stubs. Environmental studies have identified a stream where a road stub was initially proposed at the northeastern boundary of the site. There will still be an extension of the road network from Chasewater Trail to Dilworth Road, and the other two stub streets will still promote future road extensions.
2. To add a condition for a Conditional Zoning Plan that will graphically depict the vehicular circulation network and where road stubs, for future road extensions, are to occur.
3. To allow for a minor adjustment in the boundary of Tract 2 (Twinhome tract) from 13.3 to 13.8 acres.

All other relevant conditions from the previous 2008 zoning approval have been included in this updated Conditional Zoning Ordinance.

Staff Analysis

Section 2.4.6.C of the Development Ordinance states that the advisability of a conditional zoning is a matter committed to the legislative discretion of the City Council and is not controlled by any one factor. In determining whether to approve or deny a conditional zoning, the City Council shall weigh the relevance of and consider the following issues outlined below. Based on the applicant's submittal and proposed conditions, as they existed on the date of this report, the Planning and Development Department offers the following comments relative to these ordinance considerations.

Consistency with Adopted Policy Guidance

Whether and the extent to which the proposed conditional zoning district is appropriate for its proposed location, and is consistent with the City's adopted policy guidance.

The requested zoning amendments do not conflict with adopted policy guidance documents. Development of this site will continue to be in accordance with the Low Density Residential land use classification governing this area.

Reasonableness/Public Interest:

Why a decision to approve, or to deny, the proposed conditional zoning would be reasonable and in the public interest.

The requested CZ-R-5 and CZ-RM-5 District are reasonable, in that, as conditioned, environmental impacts will be limited, and the initially planned vehicular circulation pattern and street extension goals will be met.

Compatibility with Surrounding Areas

- Whether the proposed conditional zoning district will result in a development that is compatible with the character of surrounding existing or proposed development and land uses.
- Where there are issues of compatibility, the proposed conditional zoning district shall provide for appropriate transition areas that address incompatibility through increased buffering, landscaping, fencing, building height, mass and scale or other means designed to promote a complimentary character of development.
- Determination of complimentary character may be based on densities/intensities, use types, lot sizes and dimensions, building height, mass and scale, exterior lighting, siting of service areas, or other aspects that may be identified by the City Council.

Prior findings used to initially approve this development have not changed. The requested amendment will still allow development of a mixed-residential subdivision that will be compatible with the surrounding area.

Mitigation of Impacts

Whether the applicant's proposed conditional zoning district, including the proposed use(s), written conditions, and conditional zoning plan (if applicable), will satisfactorily:

Mitigation #1	Minimize or effectively mitigate any identified adverse impact on adjacent and nearby land, such as that caused by traffic, parking, noise, lighting, trash, loading areas, etc.
	Vehicular access conditions have been clarified with the establishment of a Conditional Zoning Plan that clearly depicts the vehicular circulation network.
Mitigation #2	Minimize or effectively mitigate any identified adverse environmental impact on water and air resources, minimize land disturbance, preserve trees and protects habitat.
	The requested street stub amendment will eliminate an additional stream crossing and its associated environmental impacts.
Mitigation #3	Minimize or effectively mitigate any identified adverse impact on municipal facilities and services, such as streets, potable water and wastewater facilities, parks, police and fire.
	The zoning submittal has no known adverse impacts on municipal services.
Mitigation #4	Minimize or effectively mitigate any identified adverse effect on the use, enjoyment or value of adjacent lands.
	Staff has found no evidence that the requested amendments would adversely affect adjacent properties.

Supportive Changes in the Area

Whether and the extent to which there have been changes in the type or nature of development in the area of the proposed conditional zoning district that support the application.

The 2008 zoning approval for this site established policy to support a mix residential development in this area. The proposed amendment does not change this policy.

Promotes a Preferred Development Pattern

Whether and the extent to which the proposed conditional zoning district will result in development that promotes a logical, preferred, and orderly development pattern.

The establishment of a public street network from Skeet Club Road to Dilworth Road has been part of the overall design of the Meadow Valley Subdivision from its inception in 2006. The proposed amendments maintain this circulation pattern and retains previously adopted zoning conditions to promote this preferred development pattern.

Recommendation

Staff Recommends Approval:

The Planning and Development Department recommends approval of the request to rezone this 33.5 acre tract of land to the CZ R-5 and CZ RM-5 Districts. The requested amendments will maintain the proposed developments compatibility with the surrounding area and its conformance with adopted plans.

Required Action

Planning and Zoning Commission:

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

City Council:

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

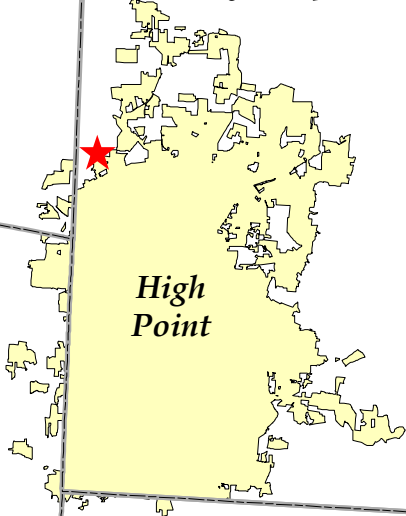
Report Preparation

This report was prepared by Planning and Development Department staff member Herbert Shannon Jr. AICP, Senior Planner and reviewed by Christopher Andrews AICP, Development Administrator, and Sushil Nepal AICP, Planning and Development Director.

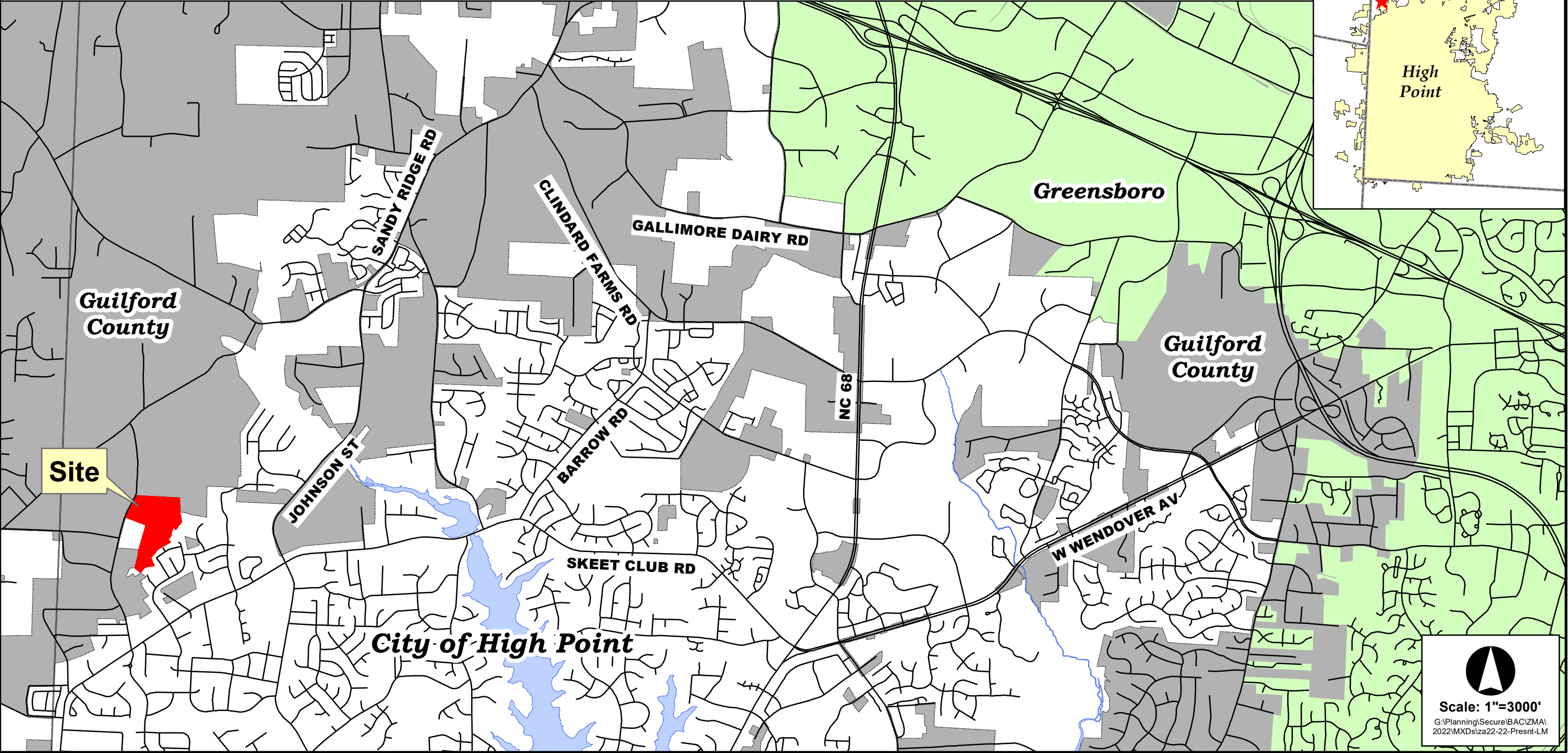
LOCATION MAP

ZONING MAP AMENDMENT: ZA-22-22
Applicant: Clayton Properties Group Inc.

Vicinity Map



High Point



Greensboro

Guilford County

Guilford County

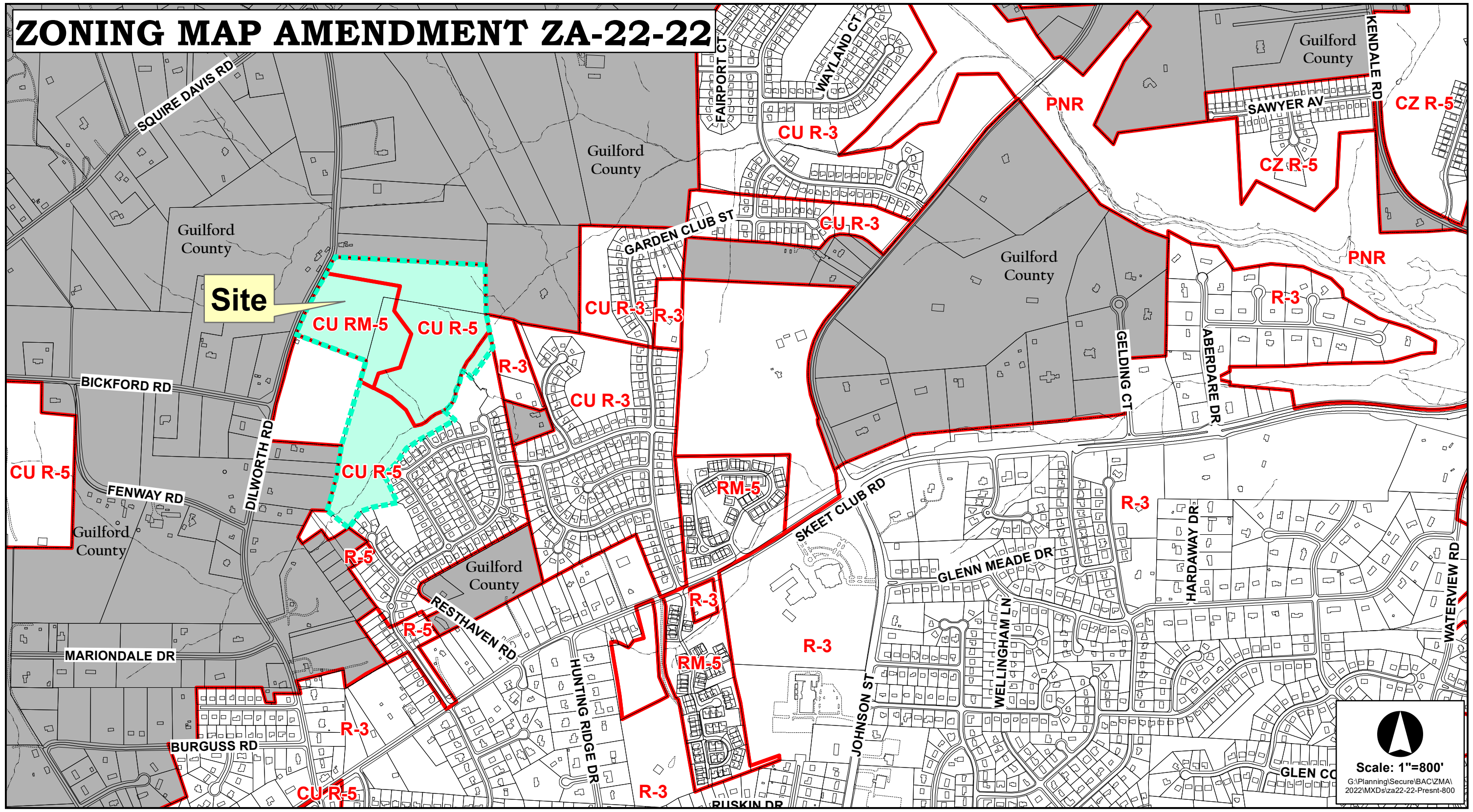
City of High Point

Site



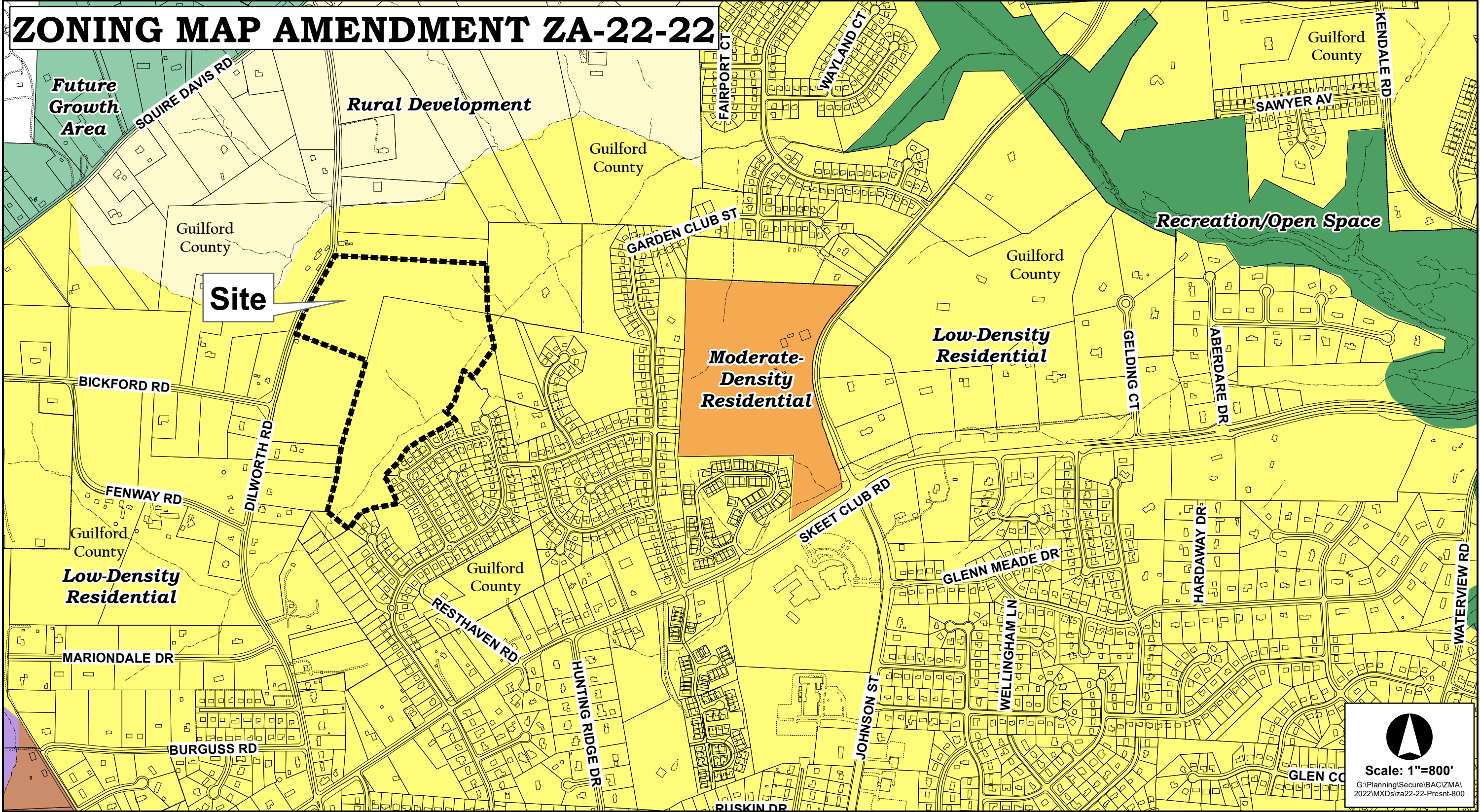
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ZONING MAP AMENDMENT ZA-22-22

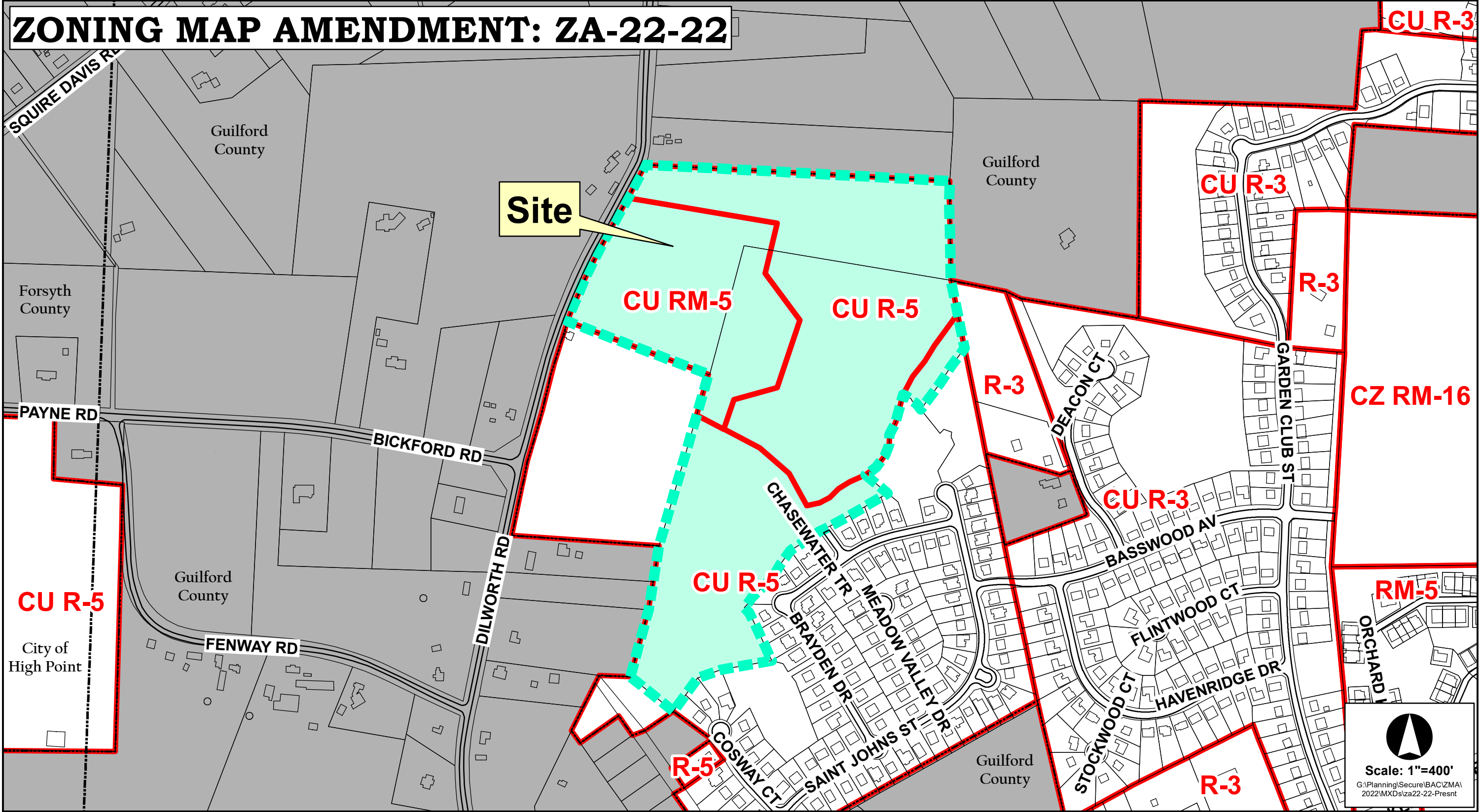



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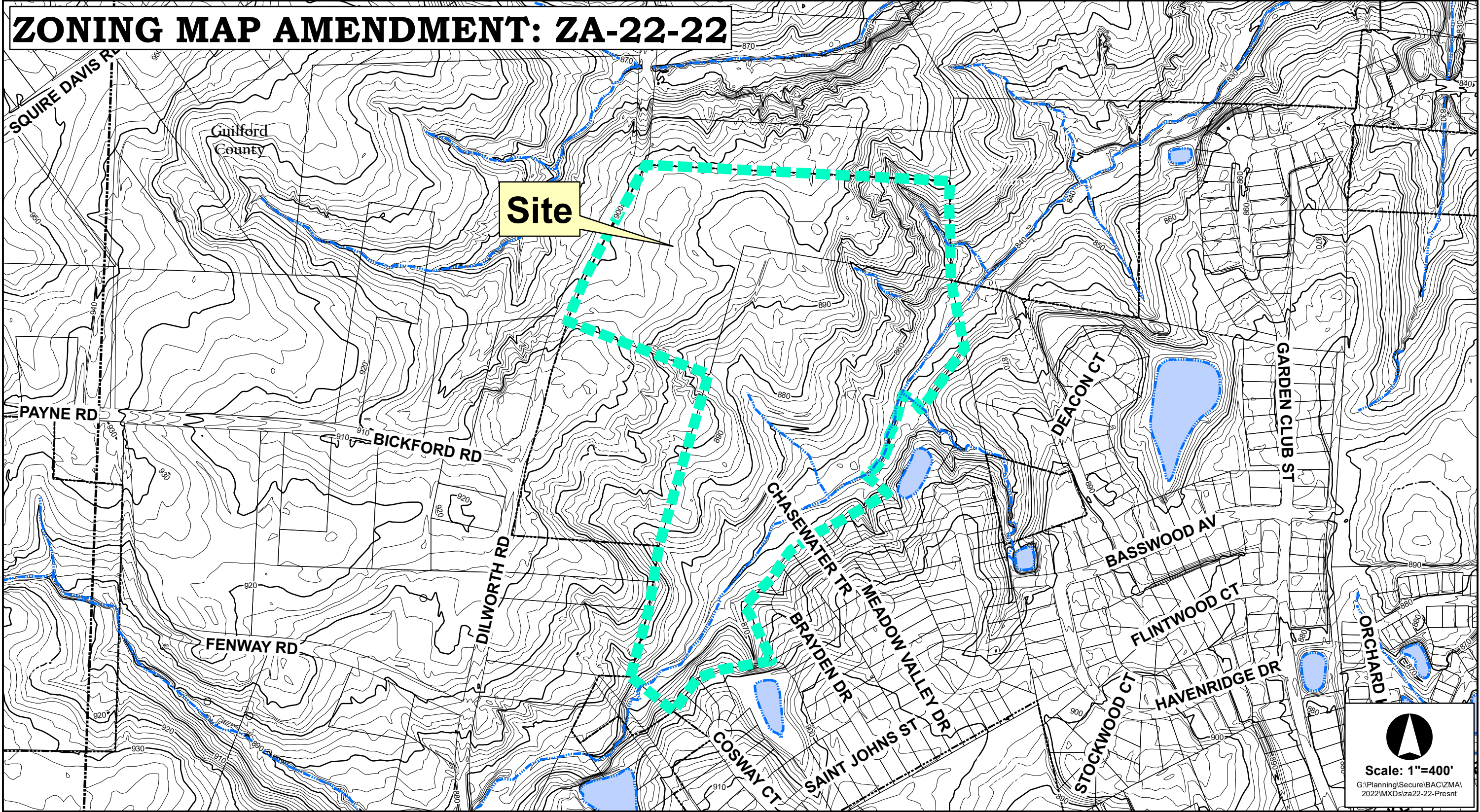
ZONING MAP AMENDMENT ZA-22-22



ZONING MAP AMENDMENT: ZA-22-22



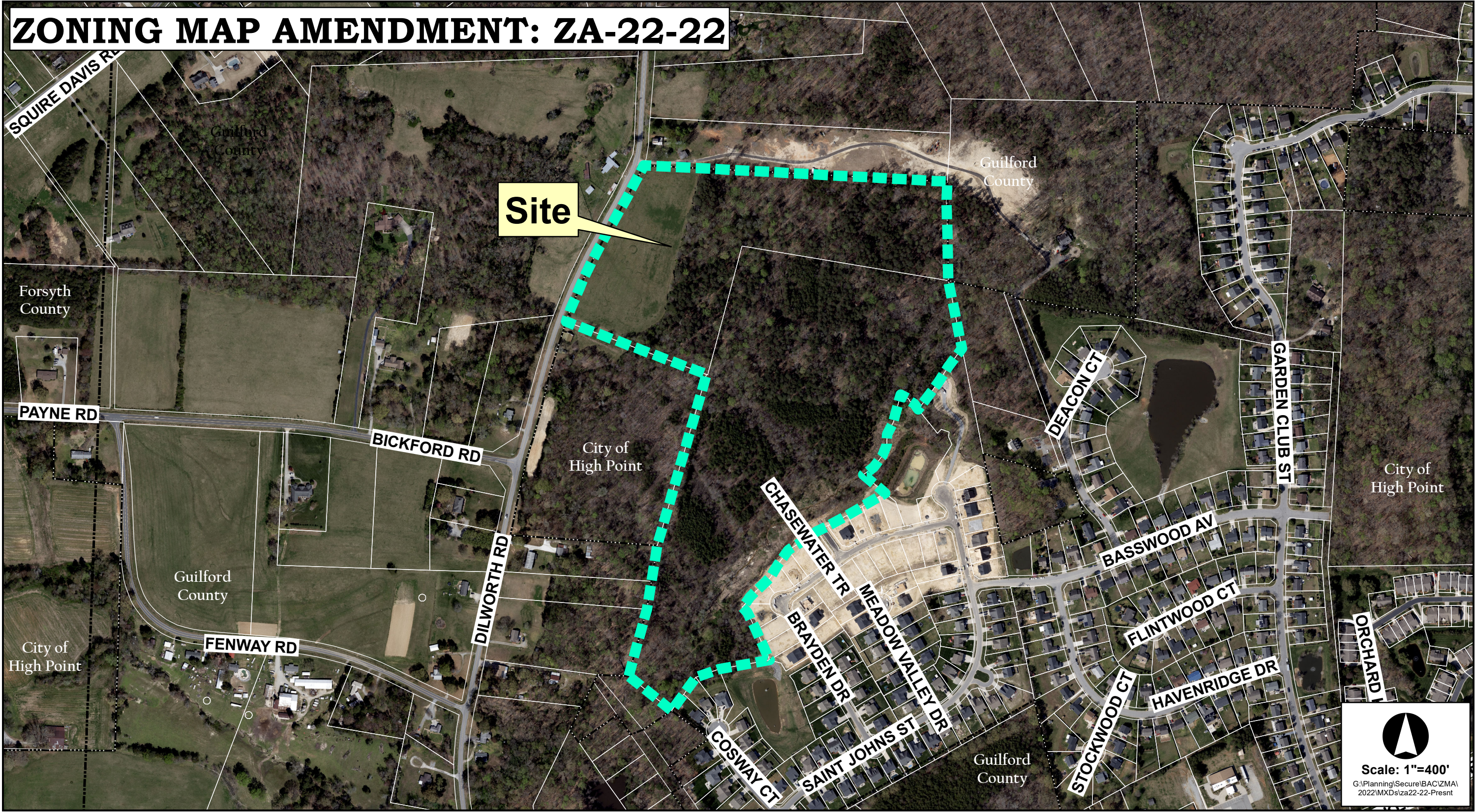
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ZONING MAP AMENDMENT: ZA-22-22



AN ORDINANCE AMENDING “THE CITY OF HIGH POINT, NORTH CAROLINA DEVELOPMENT ORDINANCE,” PURSUANT TO SECTION 2.4.6, CONDITIONAL ZONING MAP AMENDMENT, OF THE DEVELOPMENT ORDINANCE.

WHEREAS, the City Council of the City of High Point adopted “The City of High Point Development Ordinance” on May 16, 2016 with an effective date of January 1, 2017, and subsequently amended;

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on October 25, 2022 and before the City Council of the City of High Point on November 21, 2022 regarding **Zoning Map Amendment Case 22-22 (ZA-22-22)** a proposed amendment to the Official Zoning Map of the “City of High Point Development Ordinance”;

WHEREAS, notice of the public hearings were published in the High Point Enterprise on October 15, 2022, for the Planning and Zoning Commission public hearing and on November 9, 2022 and November 16, 2022, for the City Council public hearing pursuant to Chapter 160D-602 of the General Statutes of North Carolina; and

WHEREAS, the proposed amendment was adopted by the City Council of the City of High Point on **November 21, 2022**.

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

SECTION 1.

- A. The zoning site is approximately 33.55 acres, located along the east side of Dilworth Road, approximately 750 feet north of Bickford Road. The property is also known as Guilford County Tax Parcels 216379 and 216312.
- B. That the Official Zoning Map of the City of High Point be amended to establish the following described area as follows:
 1. **Tract 1: Conditional Zoning Residential Single Family – 5 (CZ R-5) District**
Approximately 19.71 acres. The tract is more specifically described as follows:

BEGINNING AT AN EXISTING IRON PIPE IN THE EASTERN RIGHT OF WAY OF DILWORTH RD WITH THE NC GRID COORDINATES OF N:835821.28, E:1694111.59; THENCE S86°43’30”E FOR A DISTANCE OF 1305.13 FEET TO AN EXISTING IRON PIPE; THENCE S1°09’44”W FOR A DISTANCE OF 398.78 FEET TO A 2” EXISTING IRON PIPE; THENCE S11°37’59”E FOR A DISTANCE OF 146.96 FEET TO A POINT; THENCE S35°29’57”W FOR A DISTANCE OF 43.51 FEET TO A POINT; THENCE S35°12’46”W FOR A DISTANCE OF 114.75 FEET TO A POINT; THENCE S35°07’43” FOR A DISTANCE OF 142.20 FEET TO A POINT; THENCE S39°14’13”W FOR A DISTANCE OF 62.71 FEET TO A POINT; THENCE S23°02’13”W FOR A DISTANCE OF 47.37 FEET TO A POINT; THENCE S14°16’02”W FOR A DISTANCE OF 109.22 FEET TO A POINT; THENCE S25°23’37”W FOR A DISTANCE OF 69.30 FEET TO A POINT; THENCE S1°59’50”W

FOR A DISTANCE OF 44.03 FEET TO A POINT; THENCE S21°26'30"W FOR A DISTANCE OF 50.43 FEET TO A POINT; THENCE S35°59'31"W FOR A DISTANCE OF 59.26 FEET TO A POINT; THENCE S 53°58'09"W FOR A DISTANCE OF 55.49 FEET TO A POINT; THENCE S67°04'42"W FOR A DISTANCE OF 81.72 FEET TO A POINT; THENCE S74°23'W FOR A DISTANCE OF 62.84 FEET TO A POINT; THENCE S60°54'51"W FOR A DISTANCE OF 132.37 FEET A POINT; THENCE N35°49'08"W FOR A DISTANCE OF 251.08 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 600 FEET AND A CHORD DIRECTION OF N42°47'59"W FOR A DISTANCE OF 145.84 FEET TO A POINT; THENCE N40°16'03"E FOR A DISTANCE OF 116.89 FEET TO A POINT; THENCE N50°36'37E FOR A DISTANCE OF 136.73 FEET TO A POINT; THENCE N22°03'31"E FOR A DISTANCE OF 119.95 FEET TO A POINT; THENCE N4°05'27"E FOR A DISTANCE OF 87.87 FEET TO A POINT; THENCE N15°19'30"W FOR A DISTANCE OF 307.25 FEET TO A POINT; THENCE N0°08'57"W FOR A DISTANCE OF 88.39 FEET TO A POINT; THENCE N7°42'32"E FOR A DISTANCE OF 173.47 FEET TO A POINT; THENCE N87°13'41"W FOR A DISTANCE OF 436.97 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 500.19 FEET AND A CHORD DIRECTION OF N74° 19' 26"W AND A DISTANCE OF 223.41 FEET TO A POINT; THENCE N61° 25' 11"E FOR A DISTANCE OF 28.76 FEET TO A POINT; THENCE N28°30'50"E FOR A DISTANCE OF 202.90 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 365.11 FEET AND A CHORD DIRECTION OF N25°02'59"E FOR A DISTANCE OF 44.12 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 19.71 ACRES MORE OR LESS.

2. **Tract 2: Conditional Zoning Residential Multifamily – 5 (CZ RM-5) District**
Approximately 13.84 acres. The tract is more specifically described as follows:

STARTING AT A ¼" REBAR IN THE EASTERN RIGHT OF WAY OF DILWORTH RD WITH THE NC GRID COORDINATES OF N 835202.84 E:1,693,803.88; THENCE WITH THE EASTERN RIGHT OF WAY OF DILWORTH RD ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 705.85 FEET AND A CHORD DIRECTION OF S21° 08' 06" W AND A DISTANCE OF 29.80' TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 2433.33 FEET AND A CHORD DIRECTION OF S24° 42' 01" W AND A DISTANCE OF 260.84 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 11785.73 FEET AND A CHORD DIRECTION OF S28° 08' 28"W AND A DISTANCE OF 153.56 FEET TO A POINT; THENCE N28° 30' 50"E FOR A DISTANCE OF 202.90 FEET TO A POINT; THENCE S61° 25' 11"W FOR A DISTANCE OF 28.76 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 500.19 FEET AND A CHORD DIRECTION OF S74° 19' 26"E AND A DISTANCE OF 223.41 FEET TO A POINT; THENCE S87° 13' 41"W FOR A DISTANCE OF 436.97 FEET TO A POINT; THENCE S7° 42' 32"E FOR A DISTANCE OF 173.47 FEET TO A POINT; THENCE S 0° 08' 57"W FOR A DISTANCE OF 88.39 FEET TO A POINT; THENCE S 15°19'30" W FOR A DISTANCE OF 307.25 FEET TO A POINT; THENCE S 87°05'27" E FOR A DISTANCE OF 87.87 FEET TO A POINT; THENCE S 22°24'16"W FOR A DISTANCE OF 117.55 FEET TO A POINT; THENCE S49°52'37"W FOR A DISTANCE OF 138.52 FEET TO A POINT; THENCE S40°16'03"W FOR A DISTANCE OF 116.89 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS

OF 600 FEET, WITH A CHORD DIRECTION OF N59°40'20"W AND DISTANCE OF 206.09 FEET TO A POINT; THENCE N69°29'22"W FOR A DISTANCE OF 32.49 FEET TO A POINT; THENCE N15°03'00"E FOR A DISTANCE OF 168.30 FEET TO A ½" EXISTING IRON REBAR; THENCE N69° 14' 37"E FOR A DISTANCE OF 637.91 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 13.84 ACRES MORE OR LESS.

SECTION 2

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

Part I. USES:

A. Permitted Uses:

1. Tract 1 - Any uses allowed in the Residential Single Family – 5 (R-5) District shall be permitted, subject to the standards of the Development Ordinance and the specific conditions listed in this ordinance.
2. Tract 2 - Only twin home dwellings shall be permitted, subject to the standards of the Residential Multifamily-5 (RM-5) District, standards of the Development Ordinance and the specific conditions listed in this ordinance.

Part II. CONDITIONS:

A. Development and Dimensional Requirements.

1. Conditional Zoning Plan (Exhibit A): The purpose of the conditional zoning plan is to illustrate:
 - a) The location and acreage of Tract 1 and Tract 2 of the zoning site
 - b) To illustrate the road (vehicular) circulation pattern, access points and the general location of street stubs.
2. Density
 - a) Tract 1: The development density of this tract shall be based upon the land area of this tract.
 - b) Tract 2: The development density of this tract shall be based upon the land area of this tract.

B. Dimensional Standards:

1. Tract 2
 - a) Principal structures within Tract 2 shall be set back a minimum of 40 feet from the Dilworth Road right-of-way.
 - b) Only twin home dwellings shall be permitted within this tract. Maximum number of attached dwellings shall be 2 per building (twin home).

- C. Lot Combination: All parcels within the rezoning site shall be combined into one (1) lot prior to any new development.
- D. Landscaping, Buffers, and Screening
1. Landscaping:
 - a) A minimum twenty (20) foot wide Streetyard, planted to a Type C rate, shall be installed and maintained along the entire length of the Dillworth Road frontage of the zoning site. This Streetyard planting area shall be established within a common area. This street yard shall be exclusive of any utility easements, except for perpendicular crossings by utilities and roadways.
 - b) A Type C Planting Yard, planted to a Type B rate, shall be provided along the boundary of Tract 2, abutting Guilford County Tax Parcel (Guilford County Tax Parcel 216316 (PIN#6893-34-9677 *an approximate 12.81 acre parcel lying east of the intersection of Dilworth Road and Bickford Road*).
 2. Fencing, Wall or Similar Barriers:

In the event fencing, wall or similar barriers are erected along the common areas or rear of lots abutting the Dilworth Road right-of-way or the rear/side yards of lots within the vicinity of these rights-of-way, then a common fencing, wall or similar barrier plan shall be provided. This plan shall be provided prior to Preliminary Plat approval on the rezoning site.
- E. Transportation Conditions.
1. Vehicular Access:
 - a. Dilworth Road:
 - 1). One (1) point of access shall be allowed to Dilworth Road, located approximately 1,200 feet north of Bickford Road.
 - 2). As part of development permit approval, a negative access agreement shall be established from individual lots to Dilworth Road. Driveway access from individual lots shall not be permitted to Dilworth Road.
 - b. As part of development of the zoning site, the initial phase of construction shall have an internal public street network from the Meadow Valley Subdivision - Phase 5 (Chasewater Trail) to Dilworth Road. (See Exhibit A - Conditional Zoning Plan).
 2. Right-of-way dedication (Dilworth Road): As part of development permit approval the property owner shall dedicate a minimum of thirty-four (34) feet of right-of-way, as measured from the centerline of Dilworth Road, along the entire Dilworth Road frontage of the zoning site.

3. Other Transportation Conditions:
The City of High Point Transportation Director, and the North Carolina Department of Transportation (NCDOT) where applicable, shall approve all construction and improvements

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6.

This ordinance shall become effective upon the date of adoption.

Adopted by the City Council
City of High Point, North Carolina
The 21st day of November, 2022

By: _____
Jay W. Wagner, Mayor

ATTEST:

Lisa B. Vierling, City Clerk

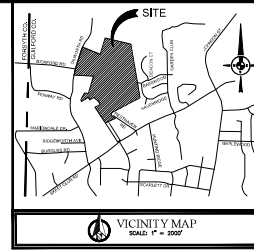
Exhibit "A" - Conditional Zoning Plan for ZA-22-22

MEADOW VALLEY SUBDIVISION PH 6 & PH7

CITY OF HIGH POINT
GUILFORD COUNTY, NORTH CAROLINA

Tract 1: CZ R-5 (Phase 6 & 7)

Tract 2: CZ RM-5



GREEN MOUNTAIN ENGINEERING, PLLC
7A WENDY CT
GREENSBORO, NC 27409
Tel: 336.294.9394
CERTIFICATE #P-0026
www.greenmountainengineers.com

PRELIMINARY FOR REVIEW ONLY
DEVELOPER:

Clayton
properties group

SHUGART HOMES
A Division of Marge Homes
CLAYTON PROPERTIES GROUP, INC.
(SHUGART HOMES)
221 JONES TOWN ROAD
WINSTON-SALEM, NC 27104
ATTN: WILL DENBERSON
OFFICE: 336.951.1661
EMAIL: willdenberson@claytonhomes.com

MEADOW VALLEY SUBDIVISION
PHASE 6 & 7
412 DILWORTH RD.
HIGH POINT, NC
COUNTY: GUILFORD
STATE: NORTH CAROLINA
MUNICIPALITY: CITY OF HIGH POINT
TOWNSHIP: DEEF EYER

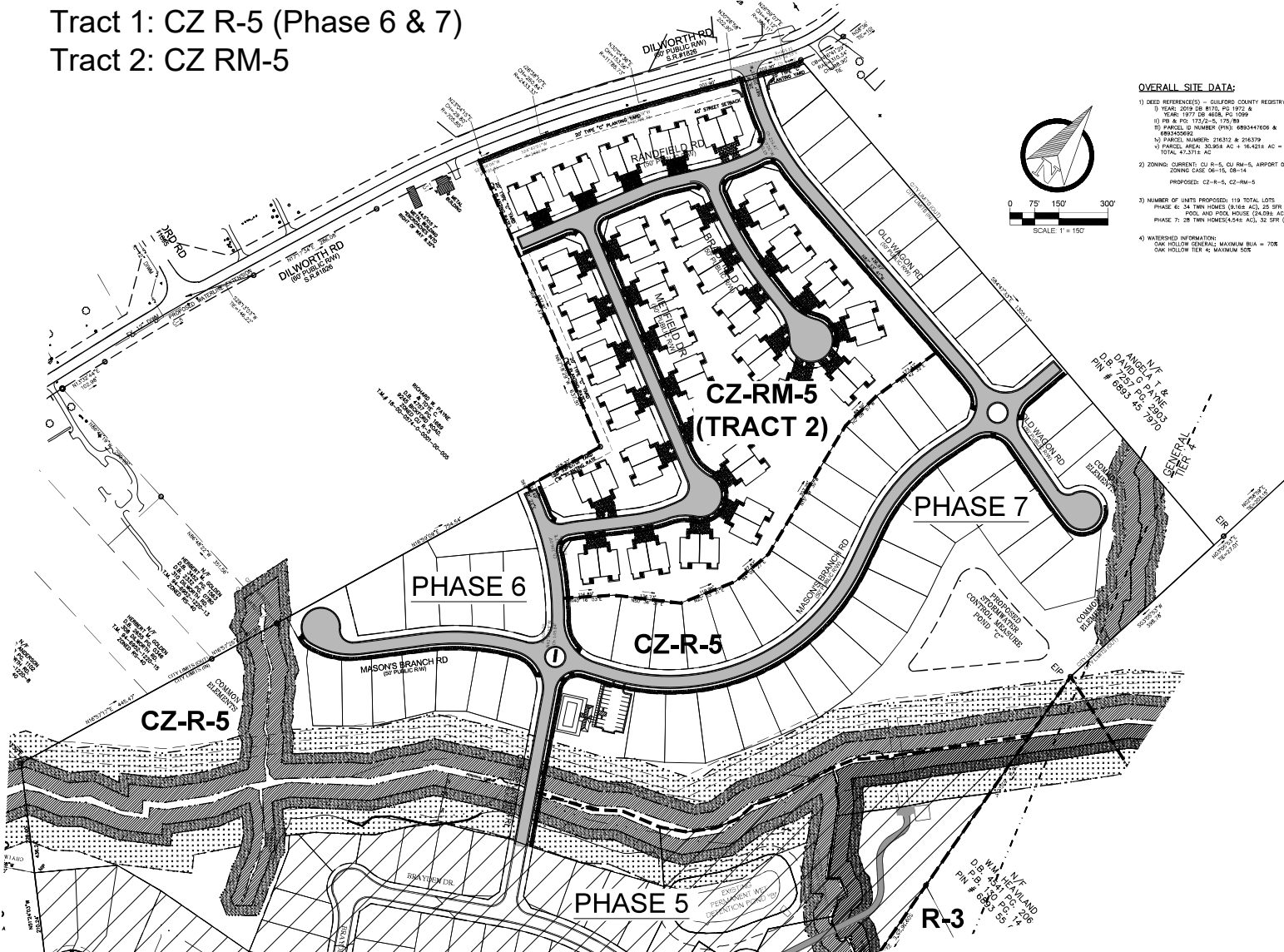
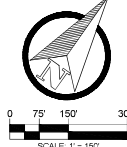
DESIGNED BY: JVO
CHECKED BY: VCT
DATE: 2022.09.20
PROJECT: 7A20-031
REVISION:

811
BEFORE YOU DIG!
CALL 811 OR VISIT CENTER
ITS THE LAW!
JOB NO: 7A20-031
SHEET TITLE:
REZONING SHEET

SCALE: 1/4" = 1' PER PLAN
SHEET NO:
C-0.01

OVERALL SITE DATA:

- 1) DEED REFERENCE(S) - GUILFORD COUNTY REGISTRY:
9 YEAR: 2028 OR 8/7/75, PG 1972 &
10 YEAR: 1977 OR 4/28, PG 1059
11 PG & PG: 172, 2-5, 179, 80
12 PARCELS: 24 (PHASE 6) & 24 (PHASE 7)
13 PARCELS: 24 (PHASE 6) & 24 (PHASE 7)
14 PARCELS: 24 (PHASE 6) & 24 (PHASE 7)
15 TOTAL: 47.371 AC
- 2) ZONING: CURRENT: CZ R-5, CZ RM-5, AIRPORT OVERLAY (ZONE 4)
PROPOSED: CZ R-5, CZ RM-5
- 3) NUMBER OF UNITS PROPOSED: 119 TOTAL LOTS
PHASE 6: 34 TWIN HOMES (8,168 AC), 25 SFR
PHASE 7: 28 TWIN HOMES (4,546 AC), 32 SFR (10,328 AC)
- 4) WATERWASH INFORMATION:
OAK HOLLOW GENERAL MAXIMUM BVA = 70R
OAK HOLLOW TIER K MAXIMUM 50R
- 5) CURRENT LAND USE: VACANT
- 6) PROPOSED LAND USE: RESIDENTIAL
R-5 (OUTSIDE CORN)
MINIMUM LOT AREA: 2,000 SF
MINIMUM LOT WIDTH: 107'
MINIMUM CORNER LOT WIDTH: 107'
MINIMUM SETBACKS:
STREET FRONT: 25'
STREET SIDES: 10'
STREET REAR: 10'
REAR: 20'
RM-5 (OUTSIDE CORN)
MINIMUM LOT AREA: 36,000 SF
MINIMUM LOT WIDTH: 75'
MINIMUM SETBACKS:
STREET FRONT: 25'
STREET SIDES: N/A
SIDE: N/A
PERIMETER: 20'
- 7) BOUNDARY INFORMATION:
FROM: GREEN MOUNTAIN ENGINEERING, PLLC &
EVANS ENGINEERING, INC.
- 8) PARKING REQUIREMENTS:
FOR CITY OF HIGH POINT DEVELOPMENT ORDINANCE,
PARKING REQUIREMENT IS AS FOLLOWS:
a) 2.0 SPACES PER DWELLING UNIT, SFR
1.5 SPACES PER DWELLING UNIT, TWIN HOMES
b) TOTAL SPACES REQUIRED =
20728 + 62912 = 83640 + 93 = 20730 -> 207 TOTAL
SPACES
DRIVEWAY AND GARAGE PARKING
c) DISTURBED AREA: 36,518 AC
- 9) OPEN SPACE:
a) RM-5 AREA: 13,178 AC (8,168 AC PHASE 6)
MINIMUM OPEN SPACE REQUIRED: 435 SF/LOT
42 LOTS x 435 SF/LOT = 18,270 SF
PROVIDED OPEN SPACE: 18,071 SF
b) LOTS ALONG AT PROPOSED ENTRANCE:
300' x 100' = 30,000 SF
c) SOILS DATA:
APC: APPLICABLE LOCAL, 1500 "B"
25-45% SLOPES
CHC: CECIL SANDY CLAY LOAM, 1500 "B"
65-70% SLOPES, BROAD



GENERAL NOTES:

1. IDENTIFICATION AND LOCATION OF ALL EXISTING UTILITIES IN AND NEAR THE AREAS OF PROPOSED WORK IS THE RESPONSIBILITY OF THE CONTRACTOR. IF UTILITIES SHOWN OR NOT SHOWN ON THIS PLAN ARE DAMAGED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL REPAIRS.
2. CONTRACTOR MUST CONTACT NC ONE-CALL, THE CITY OF HIGH POINT, AND OTHER SERVICE PROVIDERS TO LOCATE ALL UTILITIES PRIOR TO ANY CONSTRUCTION OR EXCAVATION.
3. CONTRACTOR SHALL SEE CIVIL PLAN, EROSION & SEDIMENTATION CONTROL PLAN FOR EROSION CONTROL REQUIREMENTS. NOTE: SOME ACTIONS ARE REQUIRED PRIOR TO DEMOLITION OF EXISTING CONDITIONS.
4. ALL UTILITY CONSTRUCTION SHALL COMPLY WITH STANDARDS AND SPECIFICATIONS OF THE CITY OF HIGH POINT. LATEST EDITION AND SHALL COMPLY WITH REQUIREMENTS OF NCDC, IN CASES WHERE THE CITY OF HIGH POINT AND NCDC STANDARDS AND SPECIFICATIONS CONFLICT, THE MORE STRINGENT SHALL APPLY.
5. WORK WITHIN PUBLIC RIGHT OF WAY SHALL COMPLY WITH NCDDI TRAFFIC CONTROL REQUIREMENTS. A SAFE CONDITION MUST BE PROVIDED AT ALL TIMES.
6. CONTRACTOR IS RESPONSIBLE FOR ANY REQUIRED UTILITY RELOCATION. CONTRACTOR SHALL COORDINATE ALL REQUIRED UTILITY LOCATIONS WITH THE APPROPRIATE UTILITY PROVIDER.

Citizens Information Meeting Report Zoning Map Amendment 22-22

Submitted by: Jason Ewing, Land Acquisition Manager, on
behalf of Shugart Homes

Citizen Information Meeting Recap

October 4, 2022

To: City of High Point Planning Department

From: Jason Ewing
Land Acquisition Manager, Shugart Homes

Re: Rezoning Case ZA-22-22
Citizens Information Meeting
October 3, 2022, 6p

Clayton Properties Group, Inc. (dba Shugart Homes) conducted a Citizens Information Meeting in support of Rezoning Case ZA-22-22 -- the meeting was held at Deep River Recreation Center. Letters of invitation were mailed to 60 adjacent property owners on September 20, 2022 (letter and supporting documents attached). Jason Ewing (Land Acquisition Manager) and Will Derrickson (Land Development Manager) attended, representing Shugart Homes.

Below is a summary of the questions raised by attendees, and answered by Mr. Ewing and Mr. Derrickson.

1. How does this rezoning relate to changes in the Airport Overlay District (ARO)?
 - a. The revised ARO removes this area from zone 4, however this rezoning and the ARO rezoning are not related. The changes to the ARO can be found on the City's website.
2. Can this site be used for commercial use, like a shopping center?
 - a. Current zoning (CU RM-5, CU R-5) and proposed zoning (CZ RM-5, CZ R-5) are residential zones that do not allow commercial or industrial uses.
3. How will this neighborhood impact the schools?
 - a. The City of High Point coordinates with GCS to determine what the estimated impact to schools will be based on a formula that takes into consideration the type of housing and quantity of homes proposed. This information will be available in the staff report at P&Z meeting on 10/25.
4. What is the pool going to look like, and when will it be built?
 - a. The pool and pool house amenity will be designed during land development; we plan to have it constructed and open by the completion of phase 6.

Overall the meeting was positive and the new phases of Meadow Valley were well received by the attendees. A copy of the sign-in sheet for this meeting is attached.

Sign-In Sheet

Citizen Information Meeting

October 3, 2022 at Deep River Recreation Center

Meadow Valley Phase 6 & 7 Rezoning for Shugart Homes

Name

Address

Will Derrickson 3318 Paddington LN Winston-Salem NC 27106

Amber Middlebrooks 4077 Casway Ct. High Point NC 27265

Erik Estrada & Dayna Hinks 4082 Cassary Ct, High Point NC 27265

Brenda Dixon 302 Silworth Rd., Kille 27284

Roger Payne 444 Dilworth Circle 27284

Don Setliff 1721 Gentry Ct. High Point, NC 27265

Kim Selfiff 4402 Essex Ct High Point, NC 27265



September 19, 2022

Dear Property Owner:

Shugart Homes would like to invite you to a Citizen Information Meeting on Monday October 3, 2022, from 6p to 7p (drop-in format), at the Deep River Recreation Center. This meeting is being held to inform and discuss a rezoning request for Phase 6 and 7 of the existing Meadow Valley subdivision. We are seeking a change from the old zoning ordinance classifications of CU RM-5 and CU R-5, to the new zoning ordinance classifications CZ RM-5 and CZ R-5. The new phases will be constructed on 47 acres to the northeast of the existing neighborhood and add 57 single family homes, and 62 twin homes -- a preliminary site plan is attached for reference. If you are unable to attend this meeting, please feel free to contact me and we can discuss any questions or concerns via phone or email.

The Rezoning Application is scheduled to be heard by the High Point Planning and Zoning Commission on October 25, 2022 at 6 pm -- this meeting will be held in City Council Chambers. A Citizen Information Meeting statement prepared by the City of High Point is enclosed and outlines the requirements of the rezoning process.

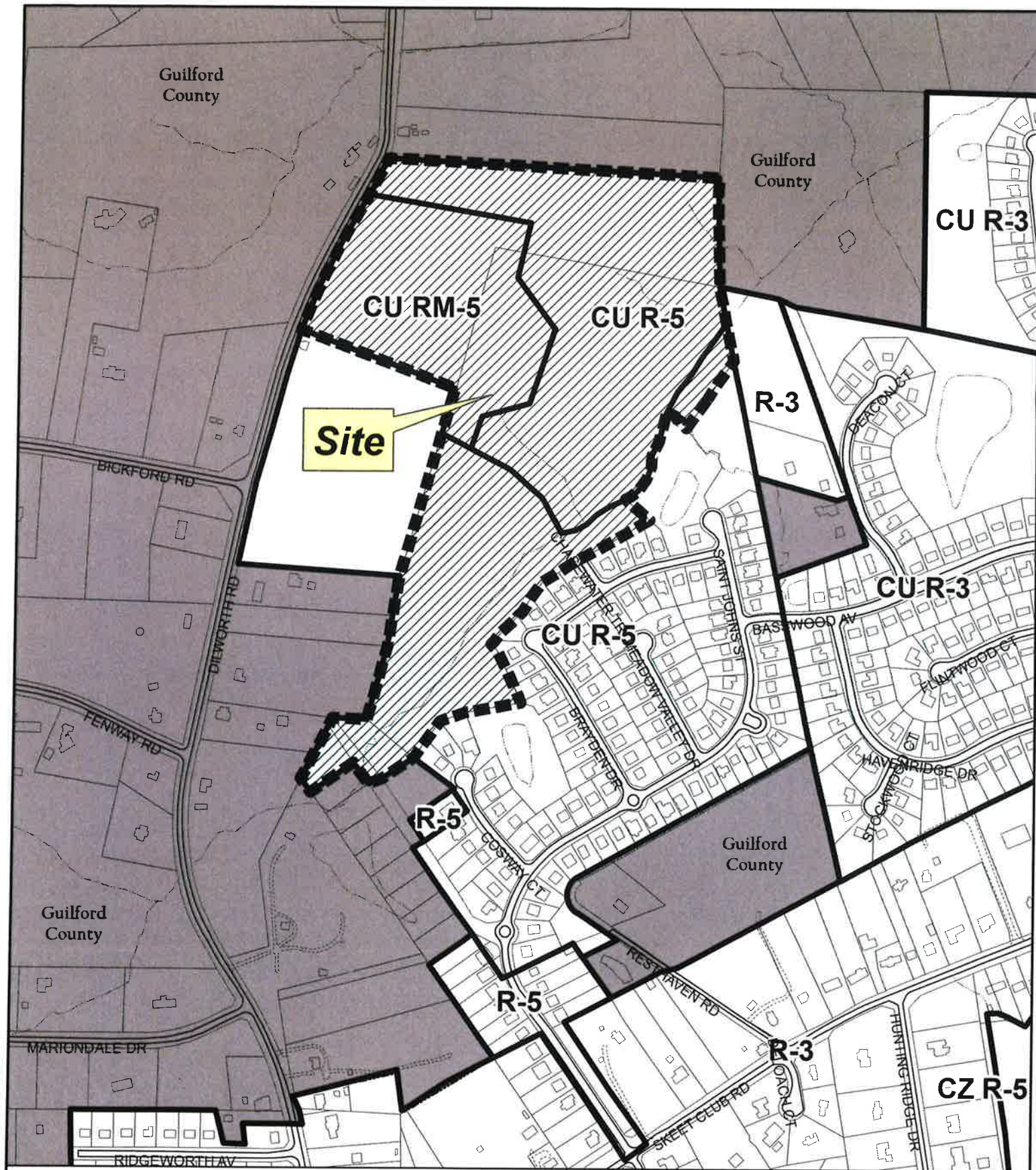
Prior to the Planning and Zoning meeting, please join us on October 3, 2022 from 6p – 7p to discuss our application. We will be meeting at Deep River Recreation Center, 1525 Skeet Club Rd, High Point, NC 27265. Feel free to contact me if you have any questions; Jason Ewing, 336-231-6802 or jewing@mungo.com.

Sincerely,

Jason Ewing
Land Acquisition Manager

Winston-Salem Office • 221 Jonestown Road • Winston-Salem, NC 27104 • (336) 765 - 9661

Columbia • Charleston • Greenville/Spartanburg • Myrtle Beach • Raleigh • Richmond • Savannah • Triad • Wilmington



ZONING MAP AMENDMENT ZA-22-22

From: Conditional Use Residential Multifamily-5 (CU RM-5) and
Conditional Use Residential Single Family-5 (CU R-5)
To: Conditional Zoning Residential Multifamily-5 (CZ RM-5) and
Conditional Zoning Residential Single Family-5 (CZ R-5)

Existing Zoning Boundary
Subject Property Boundary



Planning & Development
Department

City of High Point



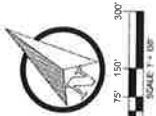
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G:\Planning\Secure\BAC\ZMA\2022\MXDs\za22-22-NM

**GREEN
MOUNTAIN**
ENGINEERING, PLLC

7A WOOD CT
GREENSBORO, NC 27409
TEL: 336.244.3364
CERTIFICATE #P-0024

www.greenmountainengineering.com

[illegible]

VICINITY MAP

[illegible]

GENERAL NOTES:

CONSTRUCTION AND LOCATION OF ALL EXISTING UTILITIES AT AND NEAR THE AREAS OF PROPOSED WORK SHALL BE DETERMINED BY THE CITY OF CHICAGO. THE CITY OF CHICAGO SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES TO EXISTING UTILITIES THAT MAY BE CAUSED BY THE CITY OF CHICAGO'S ACTIONS. THE CITY OF CHICAGO SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES TO EXISTING UTILITIES THAT MAY BE CAUSED BY THE CITY OF CHICAGO'S ACTIONS. THE CITY OF CHICAGO SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES TO EXISTING UTILITIES THAT MAY BE CAUSED BY THE CITY OF CHICAGO'S ACTIONS.

MEADOW VALLEY SUBDIVISION
PHASE 6 & 7
412 DILLWORTH RD.
HIGH POINT, NC
CITY/STATE/ZIP 28620
COUNTY: ALBANY

DESIGNED BY: JAO
CHECKED BY: JET
DATE: 2022.06.20
PROJECT: JAZZ-C31
REVISION:



CALL 800 441 4242 FOR THE FULL CATALOG
 800 441 4242

JOB NO: 7A20-031

SHEET TITLE:
 REZONING
 SHEET

SCALE: 1/4" = 1'-0"
SHEET NO.:
C-0.01

City of High Point
Citizen Information Meetings



Persons filing certain development applications with the City of High Point are required to hold a citizen information meeting. This requirement applies to applications for a Conditional Zoning District, Planned Development District, Special Use and a Zoning Map Amendment that proposes to establish a more intense zoning district.

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

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

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

After the application is filed with the City's Planning & Development Department, the applicant submits to the City a written summary of the citizen information meeting(s). At a minimum, this report records:

- The date, time, and location of the meeting;
- The method and date of notification about the meeting;
- A list of landowners notified about the meeting;
- A list of meeting attendees;
- If the meeting was conducted as a series of telephone calls;
- The description of the development proposal presented to the attendees; and
- A summary of attendee comments, ideas, and suggestions from citizens to be incorporated into the development proposal.

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

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

Development conditions can be adopted by the City Council for a Conditional Zoning District, Planned Development District, or Special Use. However, no condition can be included that:

- Specifies the ownership status, race, religion, or other characteristics of the development's occupants;
- Establishes a minimum size of a dwelling unit;
- Establishes a minimum value of buildings or improvements;
- Excludes residents based upon race, religion, or income; or
- Obligates the City to perform in any manner relative to the approval of or development of the land.

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

Contact:

Planning & Development Department 336-883-3328

www.buildhighpoint.com

CITY OF HIGH POINT

AGENDA ITEM



Title: Receipt and Presentation of FY 2021-2022 Audit Report
From: Bobby D. Fitzjohn, Financial Services Director **Meeting Date:** November 21, 2022
Public Hearing: No **Advertising Date:** N/A
Attachments: None **Advertised By:** N/A

PURPOSE:

The City Council has the statutory responsibility under G.S. 159-34 to engage an auditor for the financial and compliance audit of the City's budgets, accounts, and grants. The presentation of the Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2022 will be presented by the audit firm Cherry Bekaert LLP.

BACKGROUND:

City Council approved the contract with Cherry Bekaert LLP for the financial and compliance audit of the City of High Point for the Fiscal Years 2021-2025 in April 2021. The Annual Comprehensive Financial Report was prepared by the City's Financial Services Department and the audit was completed on October 31, 2022.

The Annual Comprehensive Financial Report can be found on the Financial Services section of the City's website.
<https://www.highpointnc.gov/1028/Financial-Services>

BUDGET IMPACT: None.

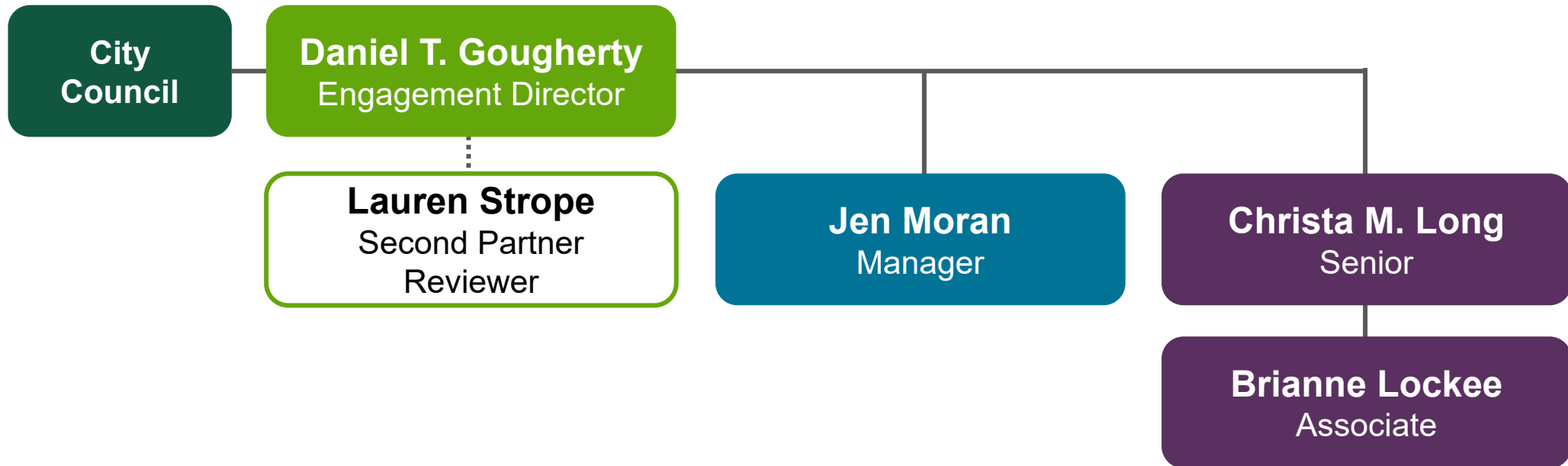
RECOMMENDATION / ACTIONS REQUESTED:

City Council is requested to acknowledge receipt of the City of High Point Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2022 and related required communications from the City's auditors, Cherry Bekaert LLP.

City of
HIGH POINT
NORTH CAROLINA

2022 Audit Summary

Client Service Team





Agenda

- ▶ Results of the Audit
- ▶ Significant Audit Matters
- ▶ Internal Controls
- ▶ Corrected and Uncorrected Misstatements
- ▶ Required Communications
- ▶ Other Matters
- ▶ Upcoming Reporting Changes
- ▶ Local Government Commission Financial Performance Indicators
- ▶ Question and Comments

This information is intended solely for the use of the City Council and management of the City of High Point, North Carolina and is not intended to be, and should not be, used by anyone other than these specified parties.

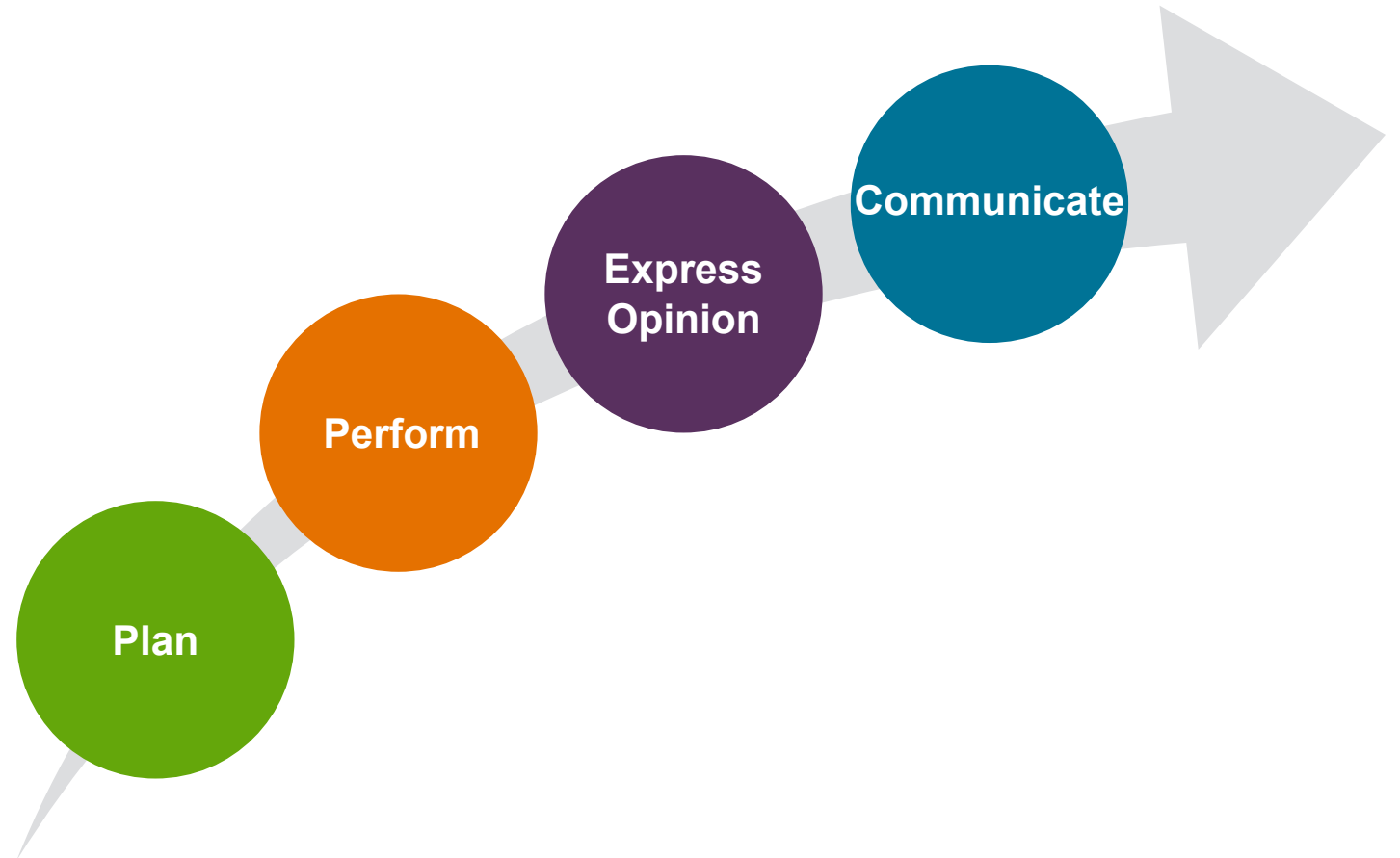


Results of the Audit

We have audited the financial statements of the City of High Point, North Carolina ("City") as of and for the year ended June 30, 2022, in accordance with generally accepted auditing standards and *Government Auditing Standards and* have issued our report dated October 31, 2022.

We have also audited the City's compliance with the types of compliance requirements described in the OMB Compliance Supplement and the Audit Manual for Governmental Auditors in North Carolina that could have a direct and material effect on each of the City's major federal and state programs for the year ended June 30, 2022. We have issued our report dated October 31, 2022.

We have issued unmodified opinions on the financial statements and the Uniform Grant Guidance and NC State Single audits.



Internal Control Communication

In planning and performing our audit, we considered internal control over financial reporting (“internal control”) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements and compliance with Uniform Grant Guidance and the NC State Single Audit Implementation Act, but not for the purpose of expressing an opinion on the effectiveness of the City’s internal control. Accordingly, we do not express an opinion on the effectiveness of the City’s internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. In addition, because of inherent limitations in internal control, including the possibility of management override of controls, misstatements due to error or fraud may occur and not be detected by such controls.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements or noncompliance on a timely basis.



Internal Control Communication

Material Weakness

- ▶ A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected, on a timely basis.

Significant Deficiency

- ▶ A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

We noted no material weaknesses in our audit.



Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management.

Corrected Misstatements

- ▶ None noted.

Uncorrected Misstatements

- ▶ Overstatement of the landfill liability and understatement of net position in the Solid Waste Fund of approximately \$1,400,000.

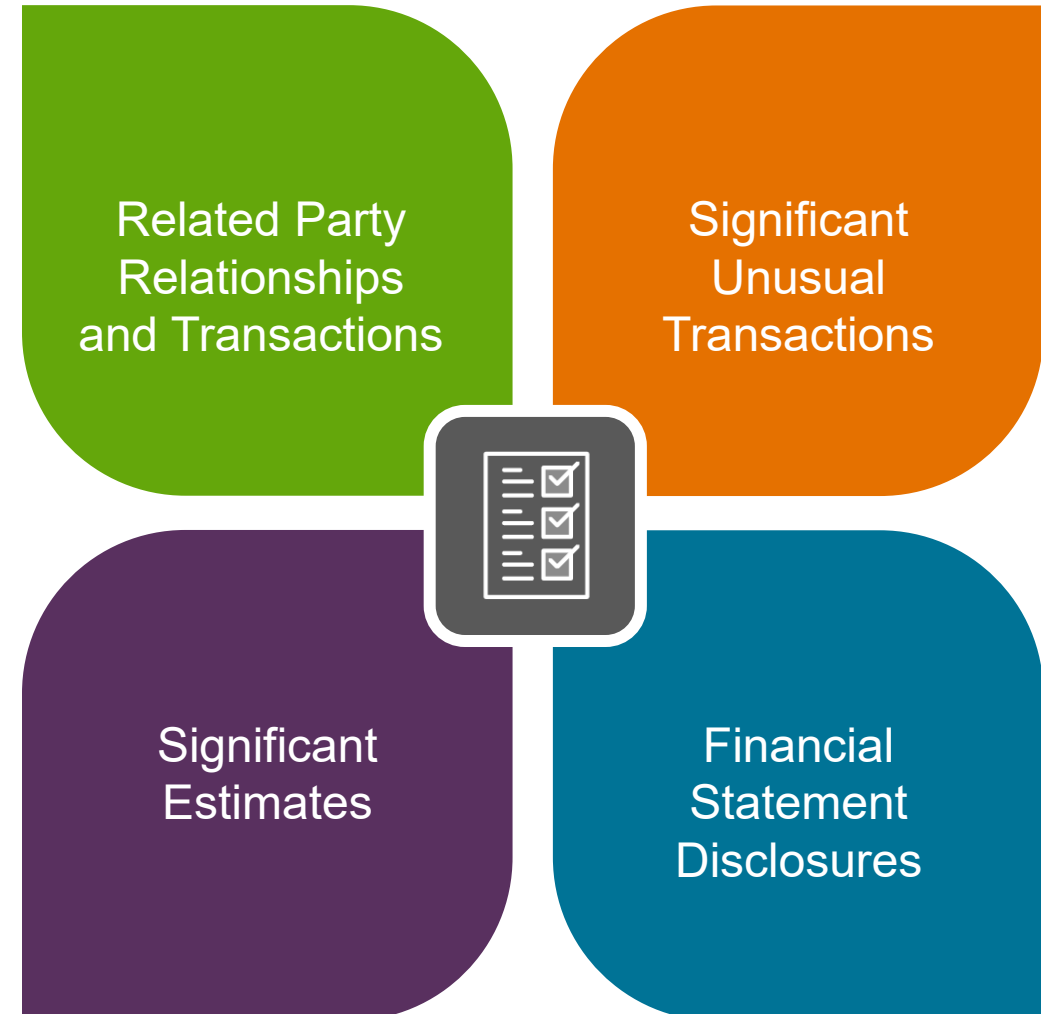


Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements.

The City adopted GASB 87, *Leases*, effective July 1, 2021. Most prominent among the changes in the standard is the recognition of right-to-use assets and lease liabilities for those leases classified previously as operating leases for lessees. For lessors, a lease receivable and deferred inflow of resources will also now be recorded.

We noted no inappropriate accounting policies or practices.

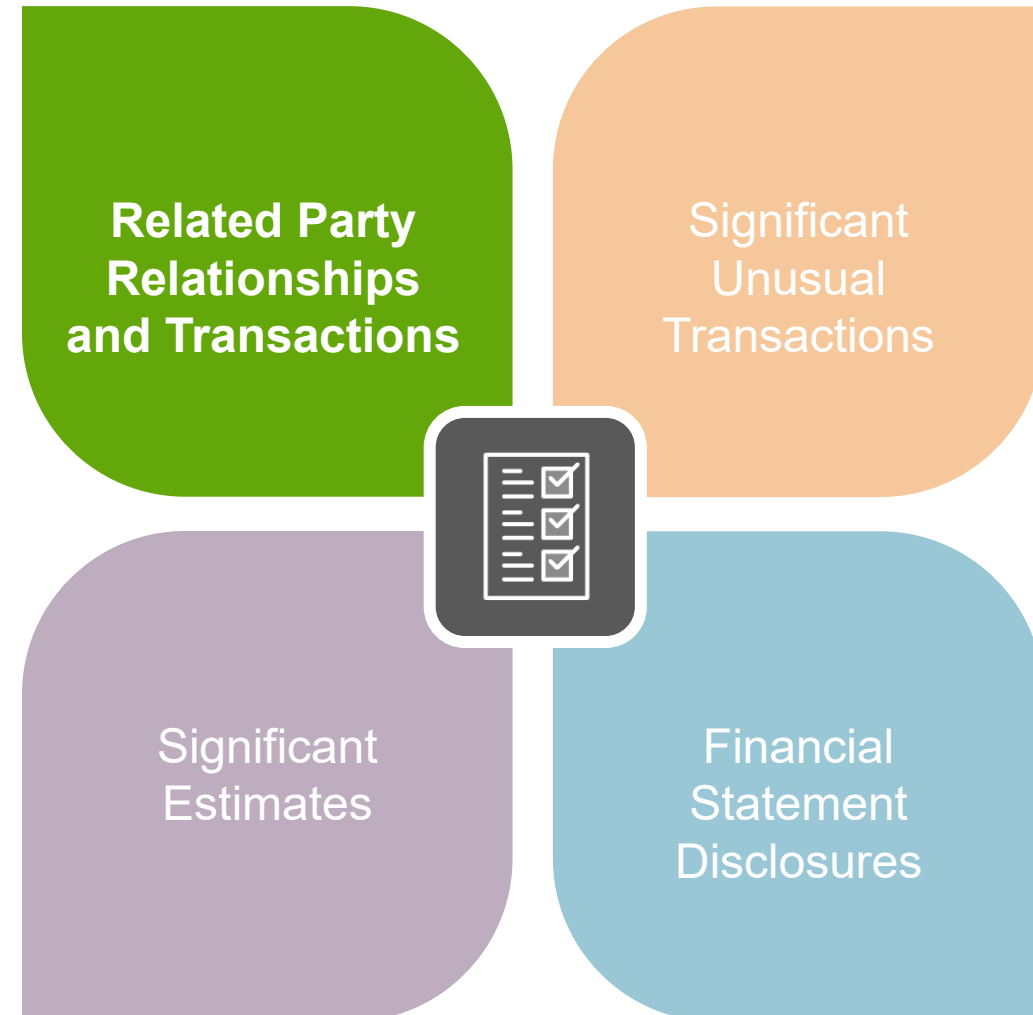


Qualitative Aspects of Accounting Practices

As part of our audit, we evaluated the City's identification of, accounting for, and disclosure of the City's relationships and transactions with related parties as required by professional standards.

We noted none of the following:

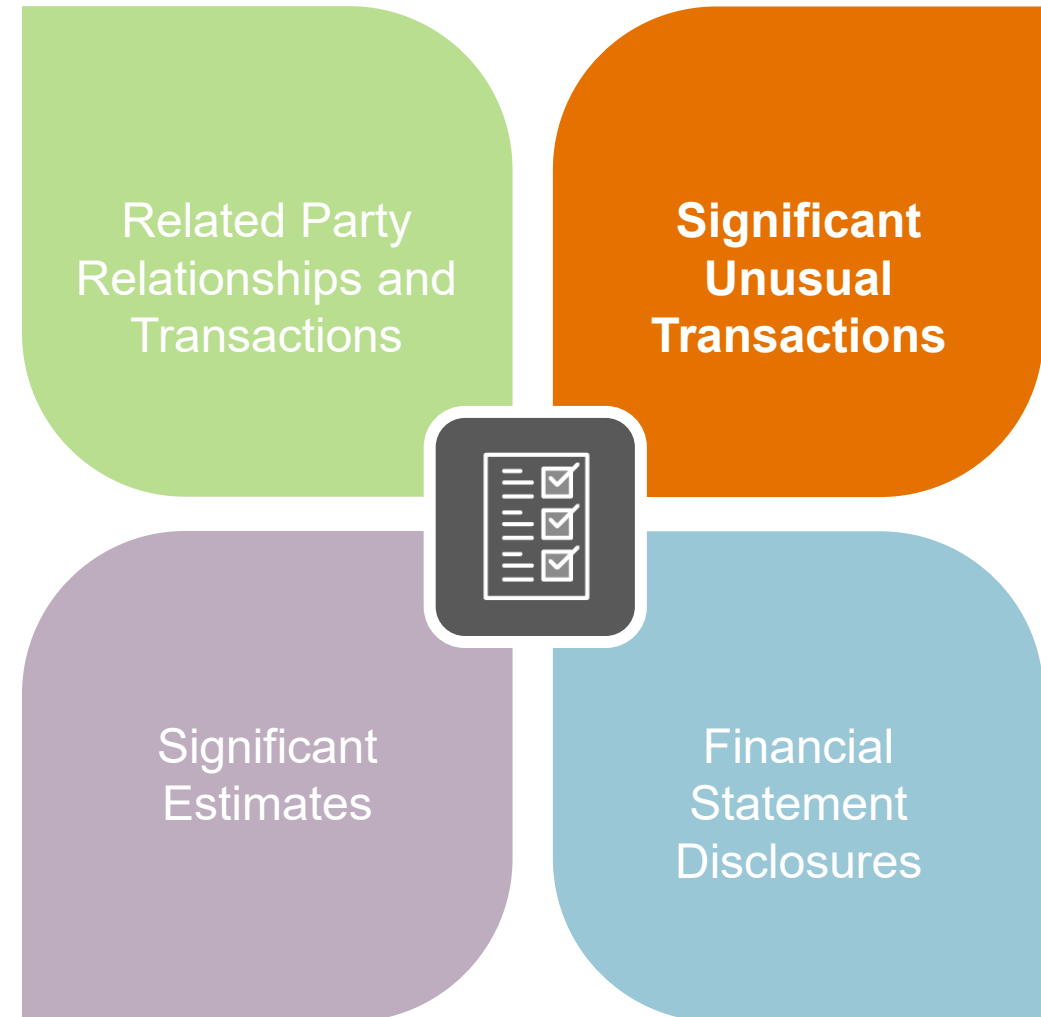
- Related parties or related-party relationships or transactions that were previously undisclosed to us;
- Significant related party transactions that have not been approved in accordance with the City's policies or procedures or for which exceptions to the City's policies or procedures were granted;
- Significant related party transactions that appeared to lack a business purpose;
- Noncompliance with applicable laws or regulations prohibiting or restricting specific types of related party transactions;
- Difficulties in identifying the party that ultimately controls the entity.



Qualitative Aspects of Accounting Practices

We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

For purposes of this letter, professional standards define significant, unusual transactions as transactions that are outside the normal course of business for the City or that otherwise appear to be unusual due to their timing, size, or nature. We noted no significant, unusual transactions during our audit.

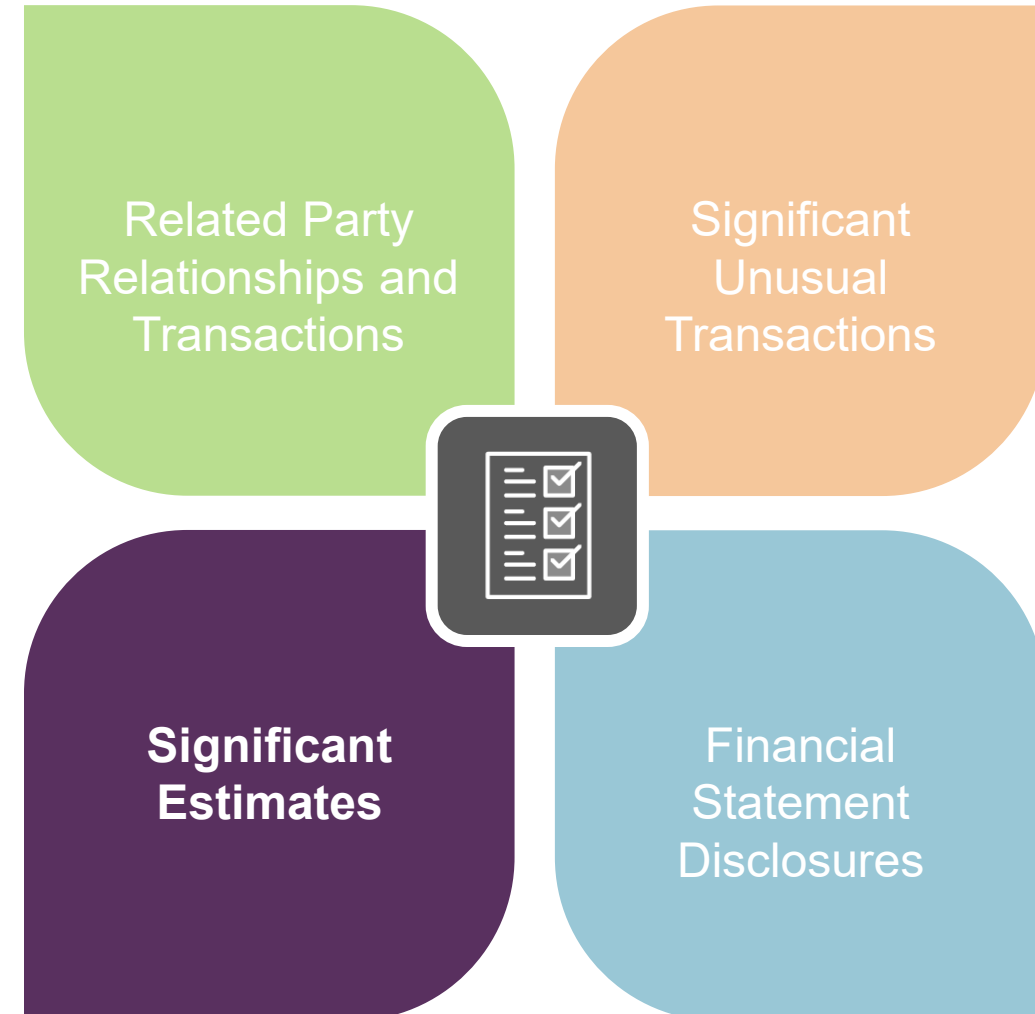


Qualitative Aspects of Accounting Practices

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

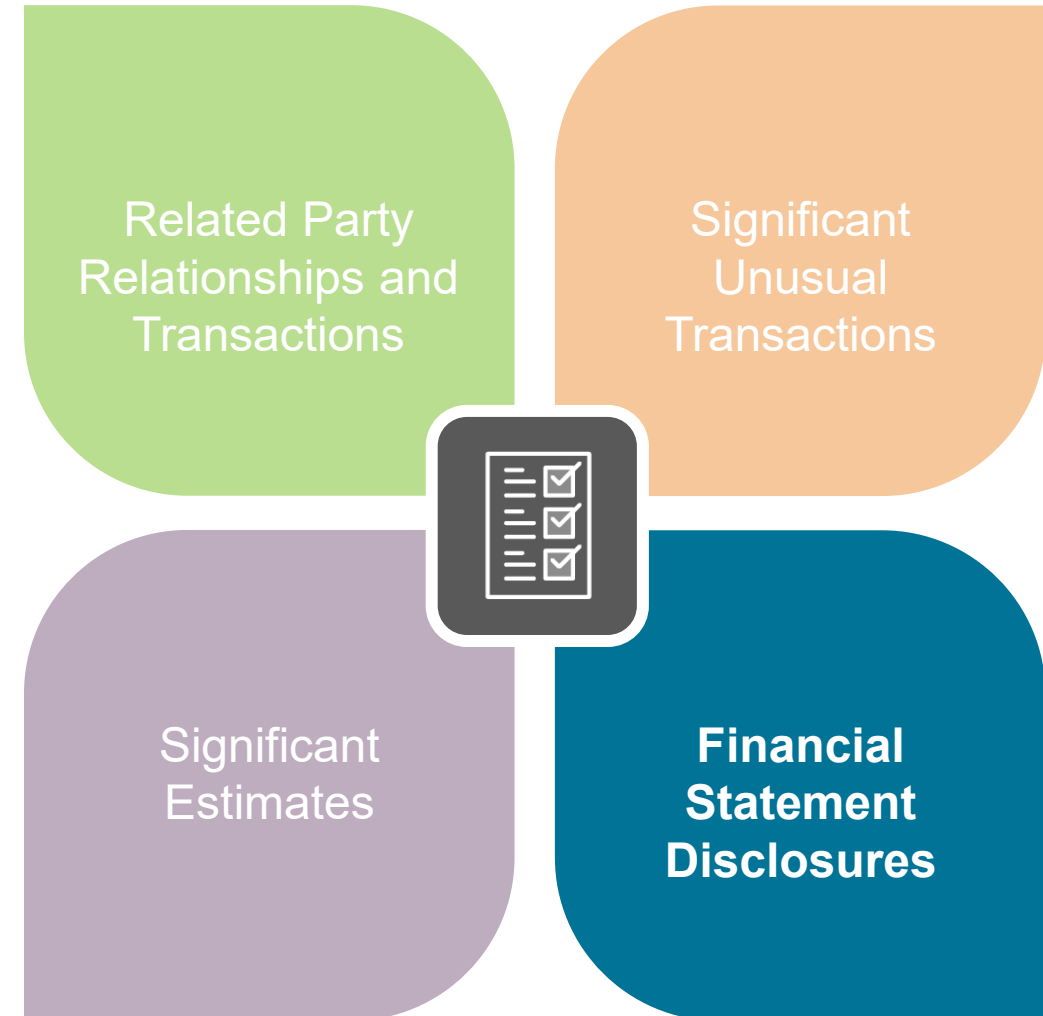
- ❖ Accrual for unbilled revenue (utilities)
- ❖ Allowance for uncollectible accounts
- ❖ Depreciable lives and estimated residual value of capital assets
- ❖ Leases
- ❖ Fair value of investments
- ❖ Defined benefit plans (LGERS and LEOSA) liabilities and related deferred inflows and outflows of resources
- ❖ Other postemployment benefit plan (OPEB) liability and related deferred inflows and outflows of resources
- ❖ Municipal solid waste landfill obligations

We evaluated the key factors and assumptions used to develop these estimates in determining that it is reasonable in relation to the financial statements taken as a whole.



Qualitative Aspects of Accounting Practices

The financial statement disclosures are neutral, consistent, and clear.



Independence Considerations

Nonattest Services

- ▶ We have prepared the appropriate sections of and signed the Data Collection Form.
- ▶ For overall responsibility for the results of the services. All nonattest services we perform, you are responsible for designating a competent employee to oversee the services, make any management decisions, perform any management functions related to the services, evaluate the adequacy of the services, and accept.

Independence Conclusion

- ▶ We are not aware of any other circumstances or relationships that create threats to auditor independence.
- ▶ We are independent of the City and have met our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit.



Other Required Communications

Difficulties Encountered

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Disagreements with Management

Includes disagreements on a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report.

We are pleased to report no such disagreements arose during the course of our audit.

Auditor Consultations

We noted no matters that are difficult or contentious for which the auditor consulted outside the engagement team.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated October 31, 2022.



Other Required Communications

Management Consultations

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations.

To our knowledge, there were no such consultations with other accountants.

Other Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year.

These discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Fraud and Illegal Acts

As of the date of this presentation, no fraud, illegal acts, or violations of laws and regulations noted.

Going Concern

No events or conditions noted that indicate substantial doubt about the City’s ability to continue as a going concern.



Other Matters

Required Supplementary Information

We applied certain limited procedures to management's discussion and analysis and required supplemental information ("RSI"), as listed in the table of contents, which supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.



Supplementary Information

We were engaged to report on the accompanying combining and individual fund financial statements and schedules, other supporting schedules and schedule of expenditures of federal and state awards, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.



Other Matters

Other Information

We were not engaged to report on the introductory and statistical section, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements themselves and, accordingly, we do not express an opinion or provide any assurance on it.



Upcoming Financial Reporting Changes

These standards will be effective for the City in the upcoming years and may have a significant impact on the City's financial reporting.

We would be happy to discuss with management the potential impacts on the City's financial statements and how we may be able to assist in the implementation efforts.

GASB 94 – *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*

GASB 96 – *Subscription-Based Information Technology Arrangements*

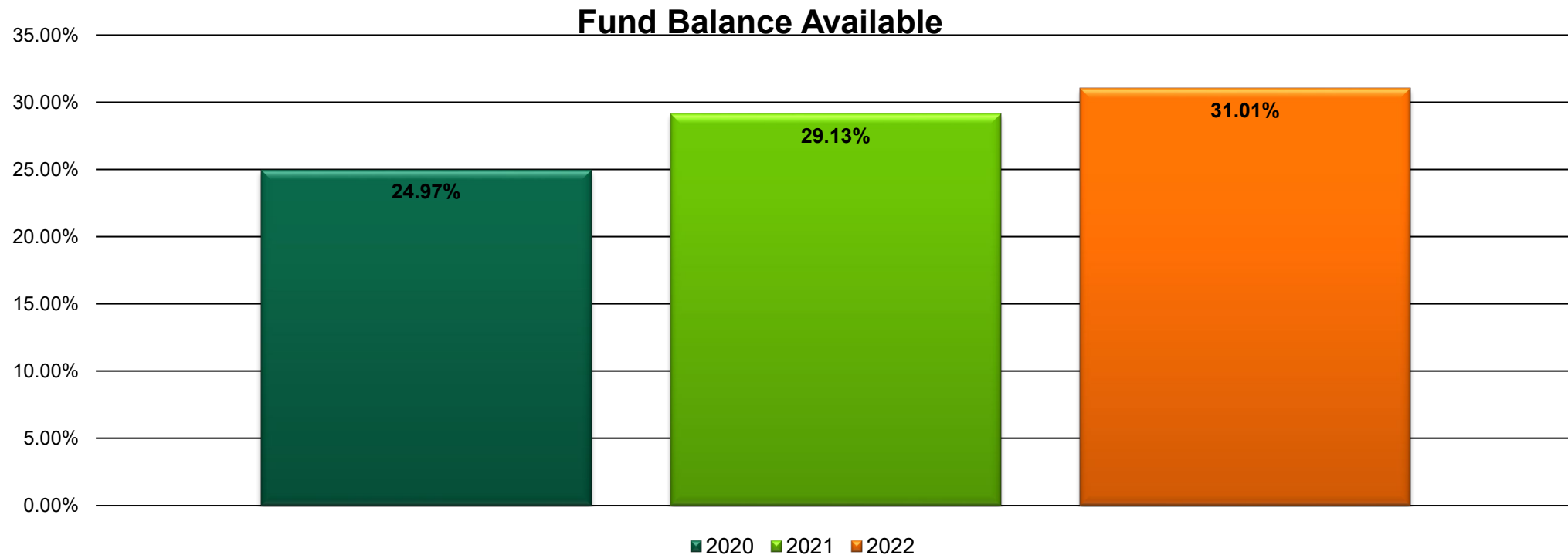


GASB 100 – *Accounting Changes and Error Corrections*

GASB 101 – *Compensated Absences*

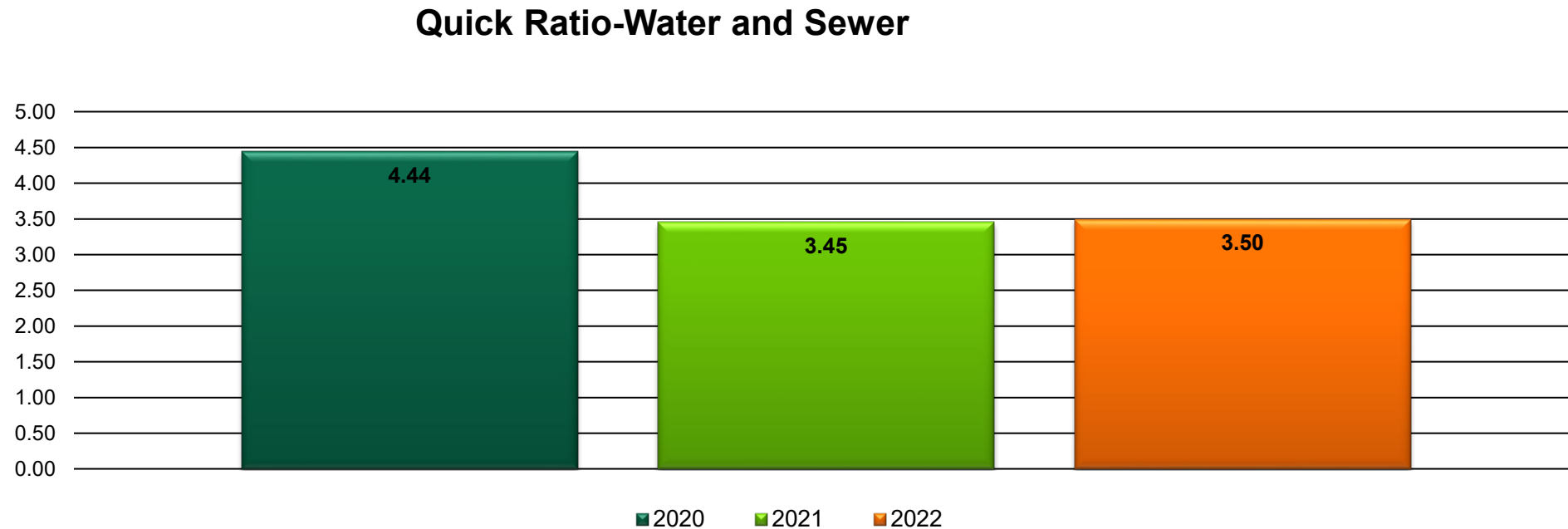
Local Government Commission (LGC) Performance Indicators – General Fund

* Included in the LGC's calculation is the municipal debt service fund balance



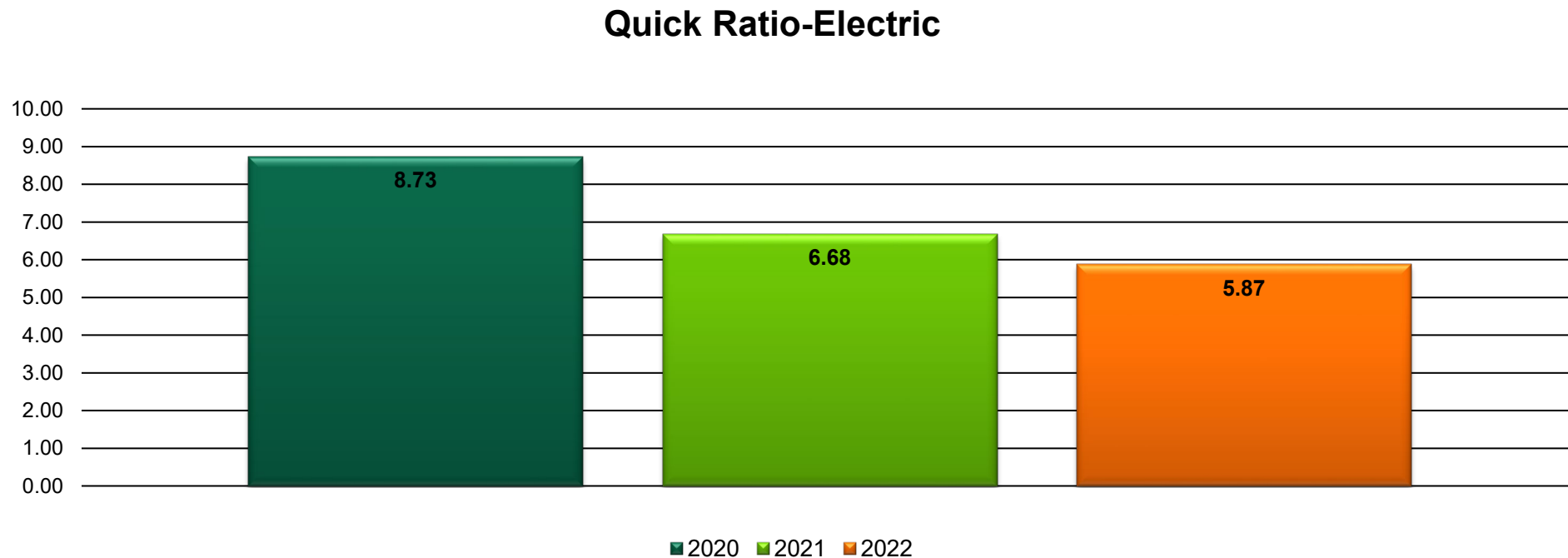
✓ LGC Required Minimum Threshold – 25%

LGC Performance Indicators – Quick Ratio – Water and Sewer



✓ LGC Required Minimum Threshold – Equal or greater than 1.00

LGC Performance Indicators – Quick Ratio – Electric



✓ LGC Required Minimum Threshold – Equal or greater than 1.00

LGC Performance Indicators – Water and Sewer

Performance Indicator	2022	Minimum Threshold
Operating net income (loss) excluding depreciation + debt service principal	\$9,827,545	Greater than \$-0-
Unrestricted cash / total expenses less depreciation + debt service principal	72.42%	Greater than 16% (2 months)



LGC Performance Indicators – Electric

Performance Indicator	2022	Minimum Threshold
Operating net income (loss) excluding depreciation + debt service principal	\$7,149,508	Greater than \$-0-
Unrestricted cash / total expenses less depreciation + debt service principal	52.49%	Greater than 16% (2 months)



LGC Performance Indicators

Audit Report –

- ✓ Submitted within five (5) months from fiscal year-end.
- ✓ Change in fund balance of General Fund was positive
- ✓ Budgeted tax levy for the General Fund had less than 3% uncollected
- ✓ Effective pre-audit process to avoid pervasive budget violations
- ✓ No late debt service payments or debt covenant compliance issues
- ✓ No statutory violation within Annual Comprehensive Financial Report



Questions?

Daniel T. Gougherty, CPA

Director

dgougherty@cbh.com

(704) 940-2631

Jen Moran, CPA

Manager

jennifer.moran@cbh.com

(571) 749-9906

About Cherry Bekaert

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CBH.com

CITY OF HIGH POINT

AGENDA ITEM



Title: Amendment to 2022 High Point Orthoimagery Contract

From: Sushil Nepal, Planning & Development
Director

Meeting Date: November 21, 2022

Public Hearing: No

Advertising Date /
Advertised By: N/A

Attachments: Formal Bid Recommendation Request

PURPOSE:

To amend the existing 2022 High Point Orthoimagery Project contract with Spatial Data Consultants, Inc. to include collection of LiDAR data. The additional work would increase the total cost for the project to \$90,700.

BACKGROUND:

On November 2, 2021, the City of High Point entered a contract with Spatial Data Consultants for orthoimagery. During this project, Spatial Data Consultants offered the City of High Point LiDAR imagery at a dramatically reduced rate. For \$16,500, which is roughly 30% of the normal price of these services, Spatial Data Inc. will produce QL 1 LiDAR of the city and surrounding area, flown at 20 ppsm. This imagery would create 3D elevation data which would benefit numerous departments. New topographic datasets could also be created using this information. The Planning & Development Department recommends that the City Council approve the purchase.

BUDGET IMPACT: Funds for this project are available in the FY 2022-2023 budget.

RECOMMENDATION / ACTIONS REQUESTED:

Staff recommends City Council approve the amendment with Spatial Data Consultants in the amount of \$16,500.



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: DATE:

The Purchasing Division concurs with recommendation submitted by the and recommends award to the lowest responsible, responsive bidder in the amount of \$.

PURCHASING MANAGER: DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:

CITY OF HIGH POINT

AGENDA ITEM



Title: Zoning Map Amendment 22-23
(High Point University)

From: Sushil Nepal, AICP
Planning & Development Director

Meeting Date: November 21, 2022

Public Hearing: Yes

Advertising Date: November 9, 2022, and
November 16, 2022

Attachments: A. Staff Report
B. Zoning Ordinance

Advertised By: Planning & Development

PURPOSE:

A request by High Point University to rezone approximately 10.7 acres from a Conditional Zoning Institutional (CZ-I) District and the Office Institutional (OI) District to a Conditional Zoning Institutional (CZ-I) District. The site is on the north side of E. Lexington Avenue, between N. University Parkway and Meadowlawn Avenue 1301 E. Lexington Avenue and 1315 N. University Parkway).

BACKGROUND:

The Planning and Zoning Commission reviewed this request at their October 25, 2022 public hearing. All members of the Commission were present, except for Mr. Ray Wheatley. Mr. Herbert Shannon, Senior Planner, presented the case and recommended approval of the request as outlined in the staff report.

Speaking on the request:

The applicant's representative, Mr. Jason Sweet, Assistant Vice President of Construction at High Point University, 1 North University Parkway, spoke in favor of the request. He provided a summary of the zoning proposal and concluded by noted that the site is surrounded on three sides by the campus, and that this is a logical expansion of the university.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

A. Staff Recommendation

Staff recommended **approval** of this request as outlined in the attached staff report.

B. Planning and Zoning Commission Action

1. The Planning and Zoning Commission recommended **approval** of this request, as recommended by staff, by a vote of 8-0.

2. Consistency and Reasonableness Statements

The Planning and Zoning Commission voted 8-0 to approve the following statement:

That Zoning Map Amendment 22-23 is consistent with the City's adopted policy guidance because the Land Use Plan classifies the zoning site for Institutional land uses, and as conditioned, the

requested CZ-I District supports adopted policy guidance and the policies of the University Area Plan. Furthermore, the request is reasonable and in the public interest because the request is reasonable as the site is surrounded on three sides by the High Point University campus and it is identified in the University Area Plan as an expansion area for campus.

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

**STAFF REPORT
ZONING MAP AMENDMENT ZA-22-23
October 25, 2022**

Request	
Applicant: High Point University	Owner: High Point University
Zoning Proposal: To rezone approximately 10.7 acres	From: OI Office Institutional District CZ-I Conditional Zoning Institutional District
	To: CZ-I Conditional Zoning Institutional District
Notices: - Applicant held a Citizen Information Meeting <i>(Sent Letter)</i> - As required by Section 2.3.6 (Notification) of the Development Ordinance, the Planning and Development Department provided published, mailed and posted notice of this public hearing.	

Site Information	
Location:	The site is lying along the north side of E. Lexington Avenue, between N. University Parkway and Meadowlawn Avenue. <i>(1301 E. Lexington Avenue and 1315 N. University Parkway).</i>
Tax Parcel Number:	Guilford County Tax Parcel 182475 and 182482
Site Acreage:	Approximately 10.7 acres
Current Land Use:	Vacant building (former funeral home) and surface parking lot
Physical Characteristics:	Most of the site has a level to gently sloping terrain. That portion of the site adjacent to Meadowlawn Avenue has a severely sloping terrain.
Water and Sewer Proximity:	Adjacent streets contain a mixture of different size City water and City sewer lines <i>(E. Lexington Avenue, N. University Parkway, Meadowlawn Avenue and Homewood Avenue).</i>
General Drainage and Watershed:	The site drains in a southerly direction and development is subject to the City Lake General Watershed Area (GWA) requirements. Primary stormwater control measures are required for development with a total impervious surface area greater than 24% of the site.
Overlay Districts:	- City Lake General Watershed Area (GWA) - Core City Area

Adjacent Property Zoning and Current Land Use			
North:	CU-I	Conditional Use Institutional District	College/University <i>(student housing)</i>
South:	I	Institutional District	College/University <i>(arena and athletic fields)</i>
East:	CZ-I	Conditional Zoning Institutional District	College/University <i>(student housing and academic building)</i>

West:	RC R-5	Retail Center District Residential Single Family – 5 District	Retail use and single family dwellings
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Relevant Land Use Policies and Related Zoning History	
Community Growth Vision Statement:	<u>Goal 1:</u> Preserve and enhance High Point’s most important natural and cultural resources. <u>Obj. 1H:</u> Support the continued growth of the City’s educational institutions for their many educational, cultural and economic benefits. <u>Goal 5:</u> Balance the efficient movement of vehicles with the needs of pedestrians, alternative transit modes, and aesthetic quality. <u>Obj. 5D:</u> Develop new streets and retrofit existing streets in accordance with design standards intended to balance efficient vehicular flow with other planning objectives, such as creating pedestrian-friendly environments.
Land Use Plan Map Classification:	The site has an Institutional land use designation. Public, quasi-public and institutional uses on large tracts are included in this classification.
Land Use Plan Goals, Objectives & Policies:	The following objective of the Land Use Plan are relevant to this request: Obj. #11. Enhance the aesthetic appearance of High Point by preserving the scenic quality of its major gateway streets and travel corridors and by providing appropriate landscaped buffers and transitional uses between low and high-intensity land uses.
Relevant Area Plans:	<u>University Area Plan</u> The purpose of the University Area Plan was to conduct a detailed study of the area around High Point University and prepare recommendations to guide the orderly growth of the area. The following goals and policies of the University Area Plan are relevant to this request: <u>Goal 2:</u> Ensure availability of adequate infrastructure. <u>Policy 2.3:</u> Provide traffic circulation patterns with pedestrian safety as a priority. - Improve pedestrian connections to and from campus, especially where they cross major thoroughfares (e.g. signalized crosswalks, stamped pavement, medians, etc.). - Improve pedestrian access to services within the study area by filling in missing sidewalks where needed to provide safe pedestrian access to area services such as the College Village Shopping Center. <u>Goal 3:</u> Ensure compatibility between the edge of campus and the surrounding neighborhood. <u>Policy 3.3:</u> Where existing vegetation does not exist, provide landscaping that delineates the campus and residential properties and provides sufficient separation between the university and adjacent residential areas. <u>Policy 3.6:</u> New campus development should be contiguous to the existing campus and consist of an entire sub-area. However, if a partial rezoning of a sub-area is requested, then a site plan must be submitted along with the rezoning request that demonstrates how the impacts on adjacent properties will be mitigated.

	<u>Policy 3.7:</u> Mitigate the impacts of new campus development on adjacent properties through the provision of conditions with rezoning requests. <u>Goal 4:</u> Reduce potential negative impacts on surrounding residential areas that are directly related to the university. <u>Core City Plan</u> The site is identified in the Core City Plan as being part of a potential mixed-use center primarily focused on the existing shopping center at Lexington Avenue and N. Centennial Street. However, given the expansion of university parking primarily associated with the new arena to the parcel to the northeast, and the current proposal being similar to that type of development, the request is more in keeping with the character of the High Point University District described in the plan. Recommendations for this district include the continued reinforcement of the campus' visual qualities and placing a focus on how it connects and interfaces with adjacent corridors and areas.
Zoning History:	<u>Zoning Map Amendment 07-25 and Zoning Map Amendment 19-15:</u> In 2007, zoning approval was granted that expanded the High Point University campus north of E. Lexington Avenue to establish student housing along the east and west sides of N. University Parkway. The northern 6-acres of this current site was part of this zoning approval. In 2019, the adjacent church, along the east side of N. University Parkway, was rezoned to permit college and university uses.

Transportation Information				
Adjacent Streets:	Name		Classification	Approx. Frontage
	N. University Parkway		Major Thoroughfare	1,150 ft.
	E. Lexington Avenue		Major Thoroughfare	650 ft.
	Meadowlawn Avenue		Local Street	725 ft.
Vehicular Access:	Vehicle access is proposed from N. University Parkway and Meadowlawn Avenue.			
Traffic Counts: (Average Daily Trips)	N. University Parkway		12,000 ADT (NCDOT 2019 count)	
	E. Lexington Avenue		13,000 ADT (NCDOT 2019 count)	
Estimated Trip Generation:	Not applicable, trips are associated with an existing university related use.			
Traffic Impact Analysis (TIA):	Required		TIA Comments	
	<u>Yes</u>	<u>No</u> X	Not applicable.	
Conditions:	See attached Conditional Zoning Ordinance 22-23			

School District Comment
Not applicable to this zoning case.

Details of Proposal

High Point University has submitted this zoning map amendment application to facilitate an expansion of their campus to add the former Seacrest Funeral Home parcel. This 3.7 acre parcel is located along the north side of E. Lexington Avenue, between N. University Parkway and Meadowlawn Avenue. The

university has purchased this parcel and is requesting rezoning to use the existing structure for academic purposes.

In 2020, the parcel to the north was zoned for university-related parking for the recently constructed campus arena. The former funeral home site is proposed to be added to the Conditional Zoning Ordinance of the abutting arena parking lot. The previously adopted Conditional Zoning Ordinance is being amended to:

1. Add the funeral home parcel.
2. Add a condition that sets a time limit for addressing street yard planting area deficiencies along the N. University Parkway frontage (arena parking lot site).
3. Add a condition to install a street yard planting area along E. Lexington Avenue, from N. University Parkway to Meadowlawn Avenue.
4. Add a condition to install a sidewalk along E. Lexington Avenue, from N. University Parkway to Meadowlawn Avenue.
5. Add a condition to install a paved pedestrian corridor from the arena parking lot to the north, through the former funeral home site, to E. Lexington Avenue.

All other previously adopted zoning conditions will remain the same.

Staff Analysis

Section 2.4.6.C of the Development Ordinance states that the advisability of a conditional zoning is a matter committed to the legislative discretion of the City Council and is not controlled by any one factor. In determining whether to approve or deny a conditional zoning, the City Council shall weigh the relevance of and consider the following issues outlined below. Based on the applicant's submittal and proposed conditions, as they existed on the date of this report, the Planning and Development Department offers the following comments relative to these ordinance considerations.

Consistency with Adopted Policy Guidance

Whether and the extent to which the proposed conditional zoning district is appropriate for its proposed location, and is consistent with the City's adopted policy guidance.

The Land Use Plan classifies the zoning site for Institutional land uses, and as conditioned, the requested CZ-I District supports adopted policy guidance and the policies of the University Area Plan.

Reasonableness/Public Interest:

Why a decision to approve, or to deny, the proposed conditional zoning would be reasonable and in the public interest.

The request is reasonable as the site is surrounded on three sides by the High Point University campus and it is identified in the University Area Plan as an expansion area for campus.

Compatibility with Surrounding Areas

- Whether the proposed conditional zoning district will result in a development that is compatible with the character of surrounding existing or proposed development and land uses.
- Where there are issues of compatibility, the proposed conditional zoning district shall provide for appropriate transition areas that address incompatibility through increased buffering, landscaping, fencing, building height, mass and scale or other means designed to promote a complimentary character of development.

- Determination of complimentary character may be based on densities/intensities, use types, lot sizes and dimensions, building height, mass and scale, exterior lighting, siting of service areas, or other aspects that may be identified by the City Council.
- ❖ The Institutional zoning district and university-related land uses are already established in this area on lands to the north, along the south side of E. Lexington Avenue and to the east along the opposite side of N. University Parkway.
- ❖ Prior zoning conditions to provide for a higher landscaping standards and screening fence (Type B planting yard with an opaque fence) next to the abutting residential subdivision along Meadowlawn Avenue and Homewood Avenue are not changing.

Mitigation of Impacts

Whether the applicant's proposed conditional zoning district, including the proposed use(s), written conditions, and conditional zoning plan (if applicable), will satisfactorily:

Mitigation #1	Minimize or effectively mitigate any identified adverse impact on adjacent and nearby land, such as that caused by traffic, parking, noise, lighting, trash, loading areas, etc. ❖ Prior zoning conditions to restrict vehicular access to the site from Meadowlawn Avenue will remain. Access to this street is limited to a one-way loop driveway. A drop-off/pick-up for shuttle buses has been established on this loop driveway that will take people from the parking lot to the arena. The public will still have to use N. University Parkway to access the arena parking area. ❖ Previously adopted conditions to install an opaque fence in the planting yard next to the residential subdivision, to mitigate impact from vehicle headlights, will remain.
Mitigation #2	Minimize or effectively mitigate any identified adverse environmental impact on water and air resources, minimize land disturbance, preserve trees and protects habitat. The site is within the City Lake General Watershed Area, and as such, development is required to meet the watershed standards of the Development Ordinance.
Mitigation #3	Minimize or effectively mitigate any identified adverse impact on municipal facilities and services, such as streets, potable water and wastewater facilities, parks, police and fire. The site is within an area currently served by City of High Point utilities and municipal services.
Mitigation #4	Minimize or effectively mitigate any identified adverse effect on the use, enjoyment or value of adjacent lands. No evidence has been identified that the inclusion of this parcel into the High Point University campus will negatively impact adjacent lands. Access to the site will be from N. University Parkway and E. Lexington Avenue, and previously adopted conditions designed to protect the adjacent neighborhood will be retained.

Supportive Changes in the Area

Whether and the extent to which there have been changes in the type or nature of development in the area of the proposed conditional zoning district that support the application.

Previous zoning approvals from 2007, 2017 and 2020 established policy to support the expansion of university land uses to properties along N. University Parkway, north of E. Lexington Avenue.

Promotes a Preferred Development Pattern

Whether and the extent to which the proposed conditional zoning district will result in development that promotes a logical, preferred, and orderly development pattern.

- ❖ The applicant has offered conditions to install street landscaping yards along N. University Parkway and E. Lexington Avenue in conformance with policy guidance from the University Area Plan and the Core City Plan.
- ❖ The applicant has offered a condition to install a sidewalk along the E. Lexington Avenue frontage of the site and a paved pedestrian corridor from the arena parking lot to E. Lexington Avenue. These pedestrian-related improvements are in conformance with policy guidance from the University Area Plan and the Core City Plan.
- ❖ Established policy guidance for university expansion is that lands should abut the existing campus, should consist of an entire block being rezoned and incorporated into the campus at the same time, and should avoid piecemeal intrusion into residential neighborhoods. This zoning map amendment is consistent with these policies.

Recommendation

Staff Recommends Approval:

The Planning and Development Department recommends approval of the request to rezone this 10.7-acre area to a CZ-I District. As conditioned, the request will be compatible with the surrounding area and in conformance with adopted plans.

Required Action

Planning and Zoning Commission:

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

City Council:

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

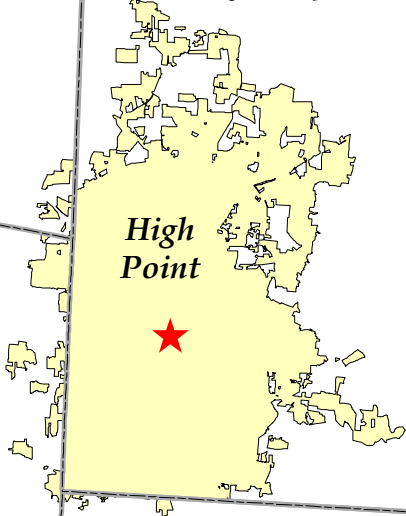
Report Preparation

This report was prepared by Planning and Development Department staff member Herbert Shannon Jr. AICP, Senior Planner and reviewed by Christopher Andrews AICP, Development Administrator, and Sushil Nepal AICP, Planning and Development Director.

LOCATION MAP

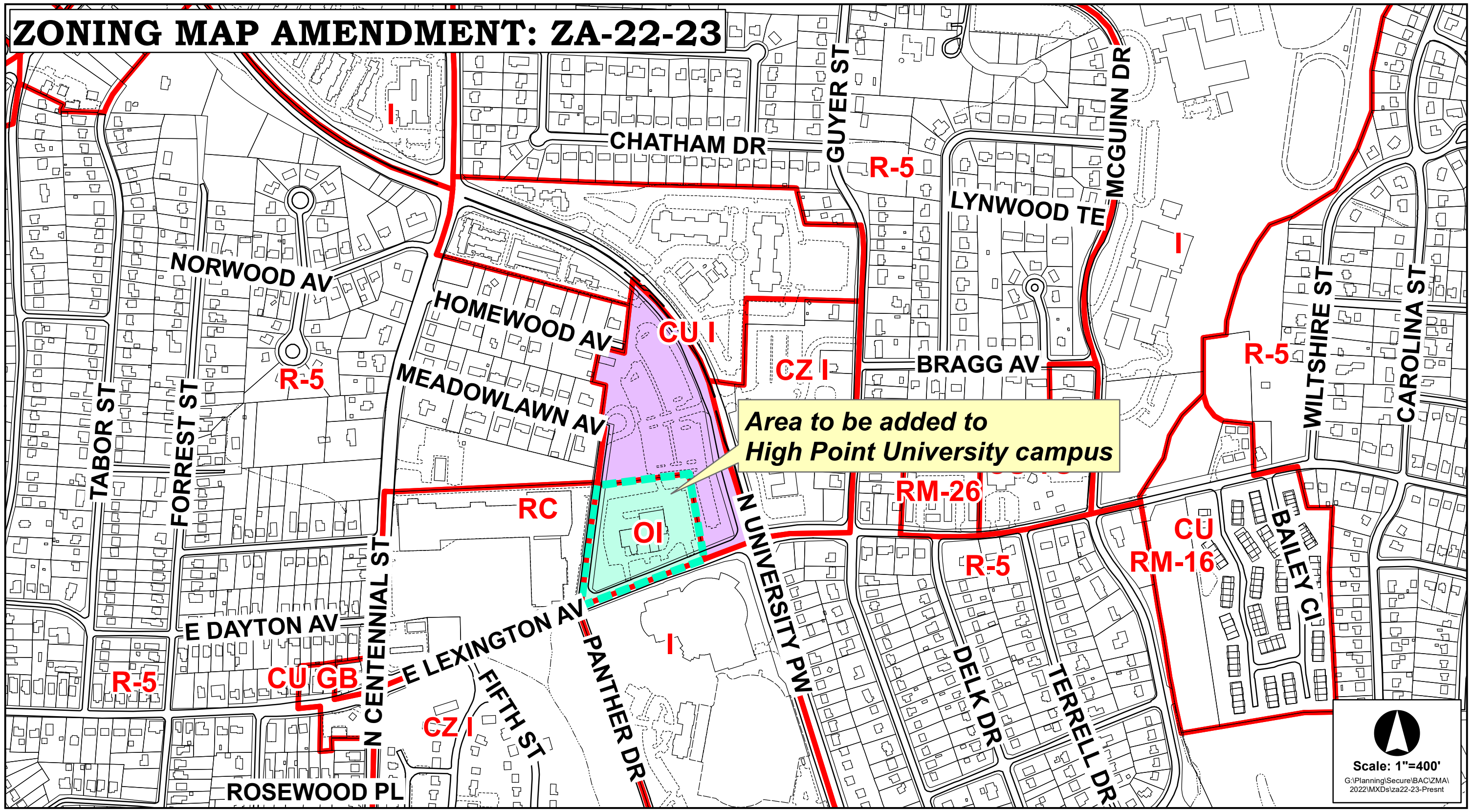
ZONING MAP AMENDMENT: ZA-22-23
Applicant: High Point University

Vicinity Map




Scale: 1"=3000'
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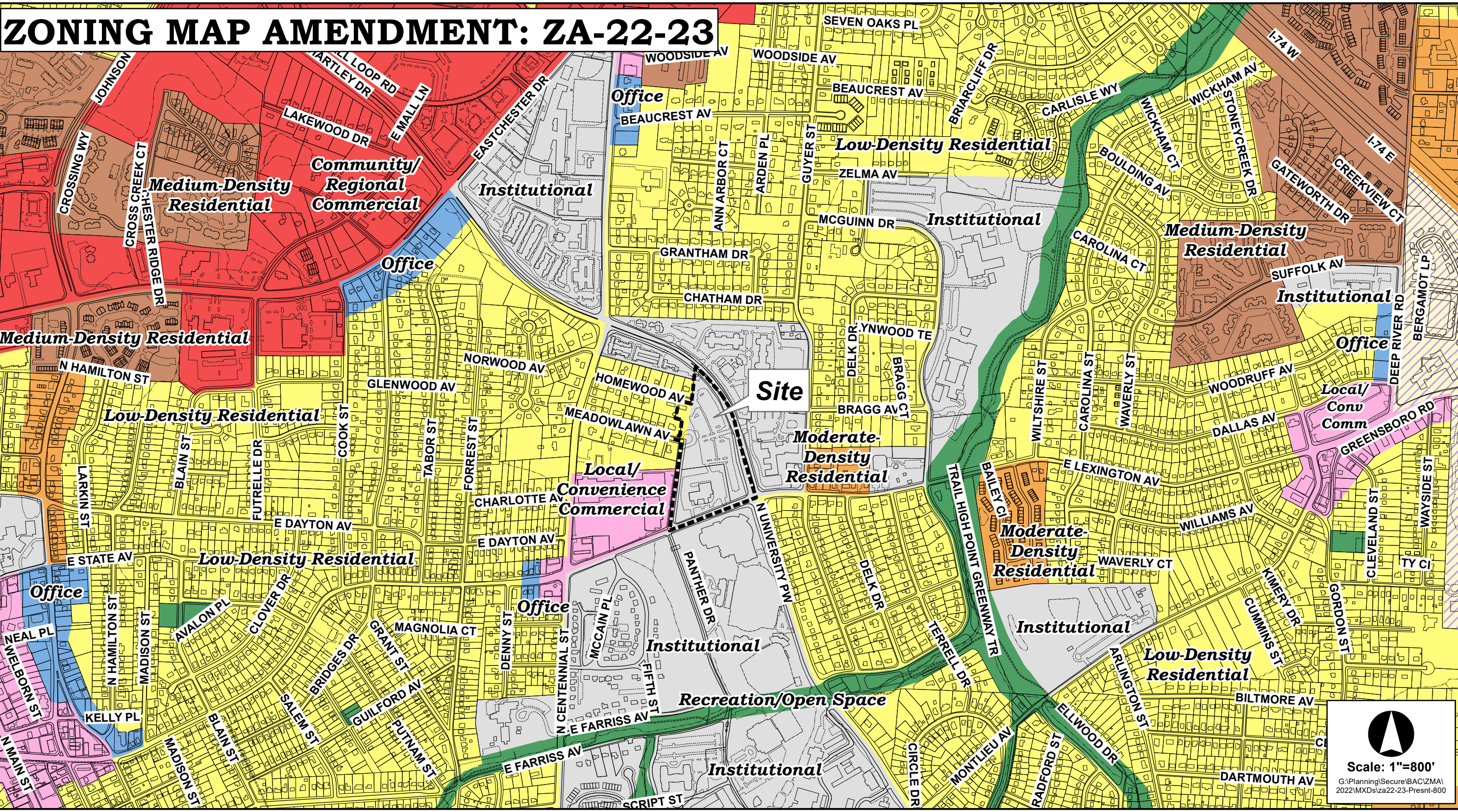
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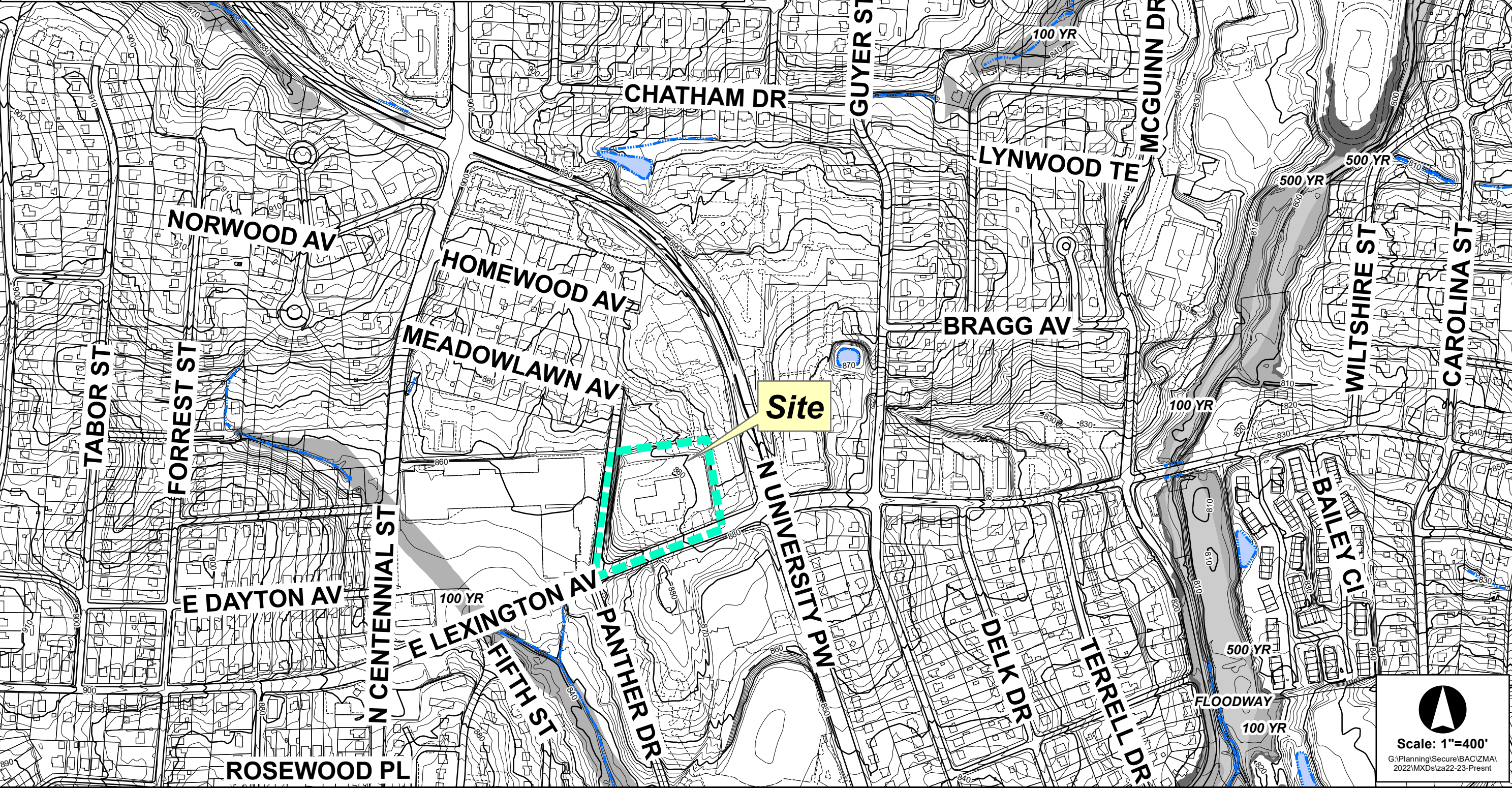
ZONING MAP AMENDMENT: ZA-22-23

Area to be added to
High Point University campus

ZONING MAP AMENDMENT: ZA-22-23



ZONING MAP AMENDMENT: ZA-22-23



ZONING MAP AMENDMENT: ZA-22-23



AN ORDINANCE AMENDING “THE CITY OF HIGH POINT, NORTH CAROLINA DEVELOPMENT ORDINANCE,” PURSUANT TO SECTION 2.4.6, CONDITIONAL ZONING MAP AMENDMENT, OF THE DEVELOPMENT ORDINANCE.

WHEREAS, the City Council of the City of High Point adopted “The City of High Point Development Ordinance” on May 16, 2016 with an effective date of January 1, 2017, and subsequently amended;

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on October 25, 2022 and before the City Council of the City of High Point on November 21, 2022 regarding **Zoning Map Amendment Case 22-23 (ZA-22-23)** a proposed amendment to the Official Zoning Map of the “City of High Point Development Ordinance”;

WHEREAS, notice of the public hearings were published in the High Point Enterprise on October 15, 2022, for the Planning and Zoning Commission public hearing and on November 9, 2022 and November 16, 2022, for the City Council public hearing pursuant to Chapter 160D-602 of the General Statutes of North Carolina; and

WHEREAS, the proposed amendment was adopted by the City Council of the City of High Point on **November 21, 2022**.

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

SECTION 1

That the Official Zoning Map of the City of High Point be amended to establish the following described area as a: **Conditional Zoning Institutional (CZ-I) District**. The property is approximately 10.7 acres, located north of E. Lexington Avenue between N. University Parkway and Meadowlawn/Homewood Avenue (1315 N. University Parkway, 1129 Meadowlawn Avenue, ~~and~~ 1526 Homewood Avenue and 1302 E. Lexington Avenue). The property is also known as Guilford County Tax Parcels 182482 and 182475.

SECTION 2

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

Part I. **USES:** The College or University Use Type (Education Use Category) as listed in Principal Use Table 4.1.9 of the Development Ordinance, subject to the development and dimensional requirements of the Institutional (I) and the specific conditions listed in this ordinance

Part II. CONDITIONS:

A. Landscaping, Buffers and Screening:

1. Where the zoning site abuts residentially zoned parcel(s), a minimum five (5) foot high opaque fence shall be installed in the required planting yard.
2. Street Planting Yards (E. Lexington Avenue and Meadowlawn Ave)
 - a) A street planting yard shall be installed along the entire length of the E. Lexington Avenue and Meadowlawn Avenue frontage of the zoning site. Land development approval shall be acquired for this street planting yard landscaping by June 30, 2023. The street planting yard shall be installed by December 31, 2023. Failure to meet either of these dates shall cause the zoning to become void and administrative initiation of a Zoning Map Amendment application by the City of High Point Planning and Development Department to establish a R-5 District zoning of the site.
 - b) Where applicable, existing vegetation can be used to off-set required planting requirements for the street yard standards.
3. Landscaping for 1315 N. University Parkway (parking lot)

By December 31, 2023, landscaping for 1315 N. University Parkway (parking lot) shall be installed in accordance with the approved plan or a new landscaping plan shall be submitted and approved by the Planning and Development Department. Failure to meet this deadline shall cause the zoning to become void and administrative initiation of a Zoning Map Amendment application by the City of High Point Planning and Development Department to establish a R-5 District zoning of the site.

B. Transportation Conditions.

1. Vehicular Access:

- a. N. University Parkway: Vehicular access shall be restricted to the two (2) existing access points; 1) a northern access serving student housing (Norwood Avenue - private drive) and 2) a southern access point that aligns with a median opening (located approximately 575 feet north of the E. Lexington Avenue intersection).
- b. Meadowlawn Avenue: One (1) point of vehicular access shall be allowed to Meadowlawn Avenue. A one-way loop circulation drive with an entrance-only and exit-only configuration is considered as one access point.
 - i. This access point shall be installed in a manner generally depicted in Exhibits "A & B". A one-way entrance loop designed to serve as a passenger pick-up and drop-off for new facilities within Guilford County Tax Parcel 182482.

- ii. Except for allowing an exit-only access drive for Guilford County Tax Parcel 182536 (student housing tract), the driveway layout shall be designed to be separated from all land uses, vehicle circulation and parking areas serving the zoning site.
 - iii. This condition shall only apply while all parcels fronting along Meadowlawn Avenue have a residential zoning designation as listed in Section 3.3 of the Development Ordinance.
- c. Homewood Avenue: No access permitted to Homewood Avenue. This condition shall only apply while all parcels fronting along Homewood Avenue have a residential zoning designation as listed in Section 3.3 of the Development Ordinance.
2. Pedestrian Access: The following pedestrian circulation corridors shall be established and installed (see item 2.a and 2.b below). Land development approval shall be acquired by June 30, 2023 and installation shall be completed by December 31, 2023. Failure to meet either of these dates shall cause the zoning to become void and administrative initiation of a Zoning Map Amendment application by the City of High Point Planning and Development Department to establish a R-5 District zoning of the site.
- a. Pedestrian Circulation Corridor #1: A minimum 6 foot wide sidewalk shall be installed along the entire length of the E. Lexington Avenue frontage of the zoning site.
 - b. Pedestrian Circulation Corridor #2: A minimum 8 foot wide concrete or asphalt pedestrian connection shall be installed from the parking lot lying north of the site (Tax Parcel 182482), through the southern portion of the site (Tax Parcel 182475), to the E. Lexington Avenue right-of-way line.
3. Other Transportation Conditions: The City of High Point Transportation Director shall approve the exact location and design of all access points and improvements.

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6.

This ordinance shall become effective upon the date of adoption.

Adopted by the City Council
City of High Point, North Carolina
The 21st day of November 2022

By: _____

Jay W. Wagner, Mayor

ATTEST:

Lisa B. Vierling, City Clerk

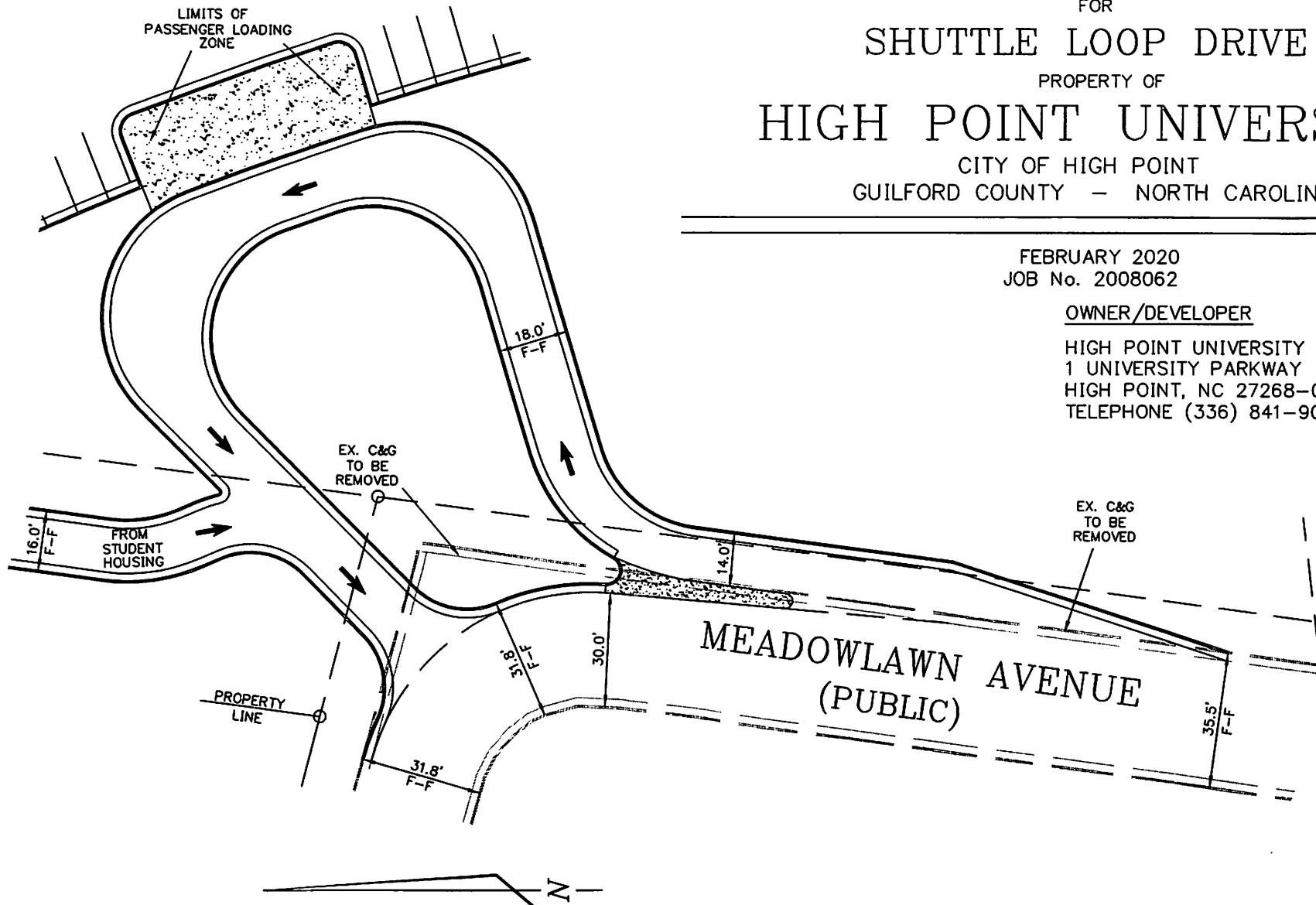
HIGH POINT UNIVERSITY
1 UNIVERSITY PARKWAY
HIGH POINT, NC 27268-0001
TELEPHONE (336) 841-9000

EXHIBIT "B"
SKETCH PLAN
FOR
SHUTTLE LOOP DRIVE
PROPERTY OF
HIGH POINT UNIVERSITY
CITY OF HIGH POINT
GUILFORD COUNTY — NORTH CAROLINA

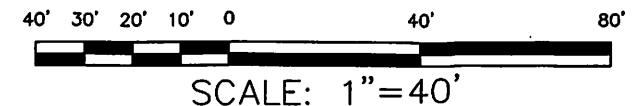
FEBRUARY 2020
JOB No. 2008062

OWNER/DEVELOPER

HIGH POINT UNIVERSITY
1 UNIVERSITY PARKWAY
HIGH POINT, NC 27268-0001
TELEPHONE (336) 841-9000



NOTE:
PROPOSED IMPROVEMENTS INDICATED HEREON ARE
APPROXIMATE. THE CITY OF HIGH POINT
TRANSPORTATION DIRECTOR SHALL APPROVE THE
EXACT LOCATION AND DESIGN OF ALL IMPROVEMENTS.





HIGH POINT UNIVERSITY

October 7, 2022

Gloria Baskin
1119 Meadowlawn Ave.
High Point, NC 27262

Re: High Point University Rezoning
Zoning Map Amendment ZA22-23

Greetings! High Point University would like to inform you that we have submitted a rezoning request for 1301 E. Lexington Avenue, previously known as the Sechrest Funeral Home site, from an Office-Institutional (OI) District to an Institutional District. The area to be added to the University's campus is indicated on the attached map for your reference. The rezoning request will annex the property into the current CZ-I site allowing for uses and improvements consistent with institutional requirements of the University. We want to insure that you are informed and hear your opinions.

The Rezoning Application was submitted on September 9, 2022 with a regular meeting of the City of High Point Planning & Zoning Commission scheduled for October 25, 2022 at 6:00 pm. This meeting will be held in the City Council Chambers. A Citizen Information Meeting Statement prepared by the City of High Point is enclosed. This statement outlines the requirements of the rezoning process.

Prior to the Planning and Zoning meeting, please do not hesitate to call me if you have questions or would like to discuss the rezoning request in more detail. I can be reached at (336)841-9046 or by e-mail at jsweet@highpoint.edu. I look forward to hearing from you.

Sincerely,

Jason Sweet
Assistant Vice President of Construction

DRAWN BY: JoAnne Carlyle, City Attorney, City of High Point
P.O. Box 230, High Point, NC 27261

P/U: CHP/ROW

NORTH CAROLINA

GUILFORD COUNTY

INSTRUMENT OF COMBINATION
ADDRESS & TAX PARCEL #
801 Vail Street, (#172839)

THIS **INSTRUMENT OF COMBINATION** made and entered into this 21st day of November 2022, by the **CITY OF HIGH POINT**, a North Carolina municipal corporation, (P.O. Box 230, High Point, NC 27261), hereinafter referred to as "Owner".

WITNESSETH:

THAT WHEREAS, the Owner owns certain properties which were acquired by the following deeds:

General Warranty Deed recorded in **Book 6479, Page 42**, of the Guilford County Registry;

General Warranty Deed recorded in **Book 6505, Page 270**, of the Guilford County Registry;

WHEREAS, the Owner wishes to combine the above-mentioned properties into a single tract of land which is hereinafter described by encompassing the boundary lines pursuant to the description hereinafter described for the purpose of complying with all applicable provisions of all local and state ordinances and governmental regulations; and

WHEREAS, this is a limited special purpose instrument for the purposes specified above for the purposes of combining all of the said properties into a single tract and is not a conveyance and does not change or modify in any manner the ownership interest in the above referenced properties; and

NOW THEREFORE, upon execution and recordation of this instrument, the properties acquired by the aforementioned deeds are hereby combined and shall hereafter be described according to the description in Exhibit A, attached hereto and hereby incorporated by reference.

IN WITNESS WHEREOF, Owner has caused this instrument to be executed in its corporate name by its Mayor, attested by its City Clerk, and its corporate seal to be hereunto affixed, the day and year first above written.

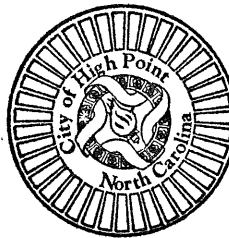
CITY OF HIGH POINT

By: _____

Jay W. Wagner, Mayor

ATTEST:

Mary S. Brooks
Mary S. Brooks, Interim City Clerk



NORTH CAROLINA
GUILFORD COUNTY

I, Genine T Solis, a Notary Public of Guilford County and State aforesaid, do hereby certify that Mary S. Brooks personally appeared before me this day and acknowledged that she is Interim City Clerk of the City of High Point, and that by authority duly given and as an act of the said City, the foregoing instrument was signed in its name by its Mayor, and attested by herself as its Interim City Clerk

WITNESS my hand and official seal, this the 22nd day of November, 2022.

Genine T Solis
Notary Public

My commission expires:

3/1/25

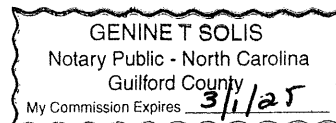


EXHIBIT A
Boundary Description Lands of
CITY OF HIGH POINT
DEED BOOKS & PAGE REFERENCES
6479-42 LOT 13
6505-270 LOT 14
HIGH POINT, NORTH CAROLINA
HIGH POINT TOWNSHIP
GUILFORD COUNTY

The purpose of this document is to describe the lot combination of the properties located at 801 Vail Avenue and 802 Amos Street. The newly combined parcel will be addressed as indicated on page one.

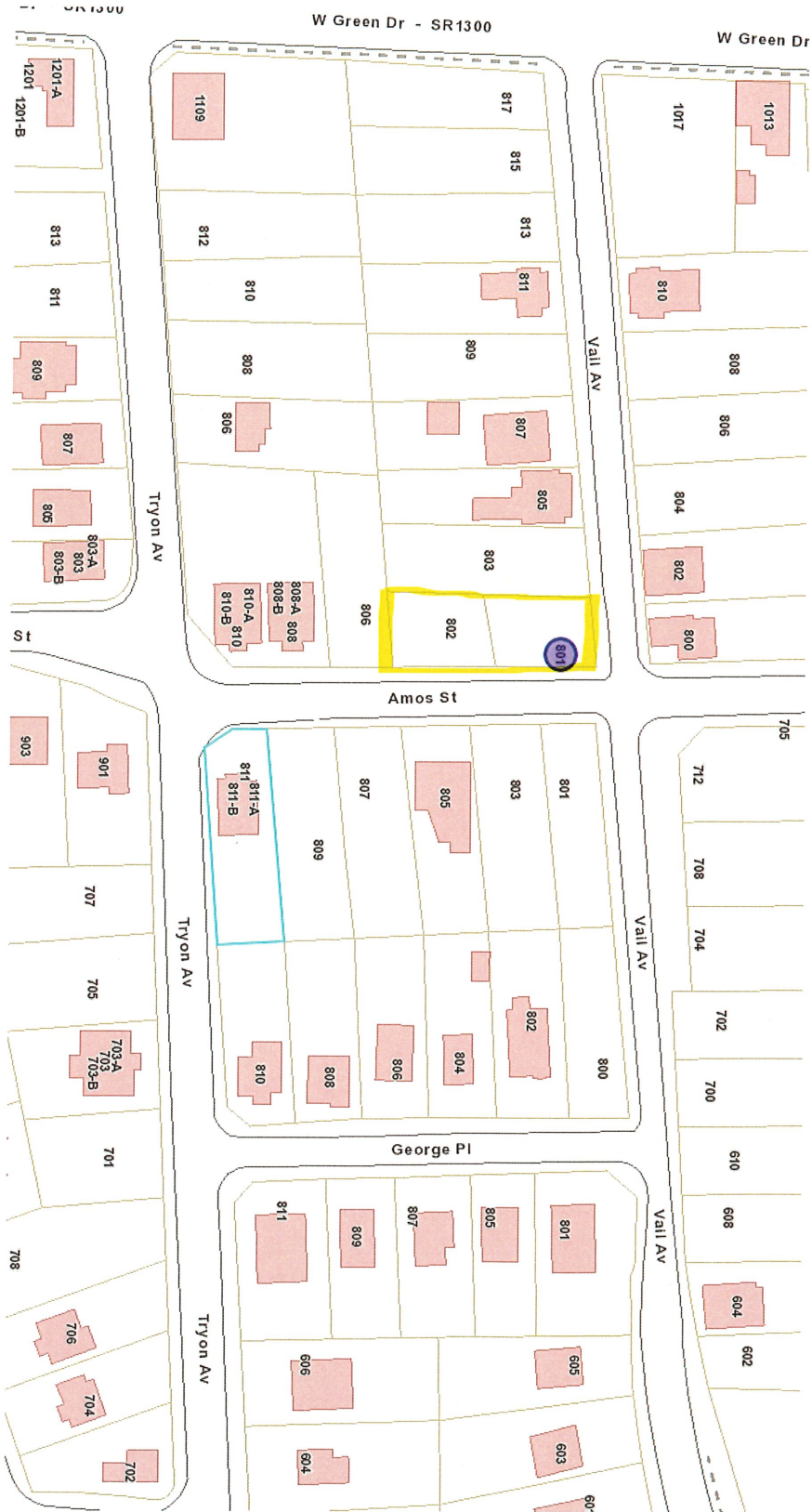
Parcel 1:

Beginning at a stake at the intersection of Amos and Vail Street, running South with Amos Street 75 feet to a stake; thence West 55 feet to a stake; thence North 75 feet to a stake, Vail Street; thence East with Vail Street 55 feet to the Beginning; the same being a part of Block G of the J. M. Campbell Plat, according to the plat thereof, which is recorded in Plat Book 2, at Page 90, in the Office of the Register of Deeds of Guilford County, North Carolina. This lot fronts on Vail Street 55 feet and 75 feet on Amos Street. See Deed Book 1349, Page 271.
801 Vail Ave.

AND

Parcel 2:

Beginning at an iron stake on the west side of Amos Street, same being south 1 deg. 01 min. East 75 feet from the southwest intersection of Amos Street and Vail Street; running thence along the west side of Amos Street 1 deg. 1 min. East 75 feet to an iron stake; thence south 86 deg. 24 min. West 55 feet to an iron stake; thence north 1 deg. 01 min. East 75 feet to an iron stake; thence north 86 deg 24 min. East 55 feet to an iron stake on the west side of Amos street, to the point of beginning. See deed book 1295, page 92, and deed book 3276, page 213 for further reference.
802 Amos St.



CITY OF HIGH POINT

AGENDA ITEM



Title: Ordinance to Demolish –730 W. Fairfield Rd.

From: Thanena S. Wilson, Interim Director
Community Development & Housing

Meeting Date: 11/8/2022

Public Hearing: No

Advertising Date:

Advertised By:

Attachments: A. Ordinance to Rescind Demolition

PURPOSE:

A request by Community Development and Housing – Local Codes Section to rescind the ordinance adopted by Council to demolish the dwelling at 730 W. Fairfield Road.

BACKGROUND:

An Ordinance for demolition was passed by the High Point City Council on August 15, 2022. The property was brought into compliance with the Minimum Housing Code by the owner demolishing the dwelling on September 29, 2022.

BUDGET IMPACT:

None

RECOMMENDATION / ACTION REQUESTED:

Staff recommends rescinding the ordinance due to the property being demolished and in compliance with the City's Minimum Housing Code.

PENDING ACTION:

The ordinance becomes effective from the date of adoption.

AN ORDINANCE RESCINDING AN ORDINANCE ADOPTED ON THE 15TH DAY OF AUGUST, 2022 REQUIRING THE BUILDING INSPECTOR OF THE CITY OF HIGH POINT TO DEMOLISH THE DWELLING LOCATED AT 730 W. FAIRFIELD RD., HIGH POINT, NORTH CAROLINA

WHEREAS, on August 15th, 2022, the High Point City Council adopted an ordinance requiring 732 W. Fairfield Rd. LLC, owner of the property located at 730 W. Fairfield Rd., High Point, North Carolina, to demolish said dwelling because it was unfit for human habitation and the estimated costs of making the necessary repairs would be in excess of sixty-five percent (65%) of the dwelling's value; and

WHEREAS, the owner demolished the dwelling as prescribed in the High Point Minimum Housing Ordinance.

NOW, THEREFORE, BE IT ORDAINED, by the High Point City Council as follows:

1. The provisions of the Ordinance requiring the Building Inspector of the City of High Point to demolish the dwelling located at 730 W. Fairfield Rd., High Point, North Carolina, recorded in Deed Book 8650, Page 448, in the Office of the Register of Deeds of Guilford County, is hereby rescinded thereby releasing the said property, and only said property, from the demolition ordinance and permitting such to be cancelled of record upon the recording of this ordinance.

2. This Ordinance shall become effective upon its adoption and a copy certified by the High Point City Clerk, shall be recorded in the Office of the Register of Deeds of Guilford County, North Carolina, and shall be indexed in the name of the 732 W. Fairfield Rd., LLC in the grantor index as provided by law.

Adopted by City Council
This the 21st day of November, 2022

Mary S. Brooks, Interim City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Ordinance to Demolish – 1215 E. Russell Ave.

From: Thanena Wilson, Interim Director
Community Development & Housing

Meeting Date: 11/8/2022

Public Hearing: No

Advertising Date:

Advertised By:

Attachments:

- A. Staff report
- B. Ordinance to Demolish
- C. Photos
- D. Maps

PURPOSE:

A request by Community Development and Housing – Local Codes Section to adopt an ordinance ordering the inspector to demolish the dwelling at 1215 E. Russell Avenue.

BACKGROUND:

After a Complaint and Notice of Hearing was issued and a hearing held, an Order to Repair or Demolish was issued on 3/22/2022. No action occurred by the compliance date of 4/22/2022. The necessary repairs to the dwelling exceed its current tax value and the demolition is warranted.

BUDGET IMPACT:

Funds are available in the Department budget for the demolition and asbestos testing of the structure(s), and for the asbestos removal if present.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends the adoption of the requested ordinance to demolish this single family dwelling and all outbuildings on the property.

PENDING ACTION:

The ordinance becomes effective from the date of adoption. If there is no action by the property owner by the effective date of the ordinance, then asbestos testing and the demolition bid process will begin and the structure will be removed by the City. After City demolition, the property owner is billed for the cost. If the bill is unpaid, the City places a lien on the property.

**COMMUNITY DEVELOPMENT AND HOUSING
CODE ENFORCEMENT
HOUSING ENFORCEMENT DIVISION**

**ORDINANCE
REQUEST:**

Ordinance to Demolish

**PROPERTY
ADDRESS:**

1215 E. Russell Avenue

OWNER:

Florencia Sanchez Mauleon

**REASON FOR
INSPECTION:**

Inspector observed condition of the property

**FIRST
INSPECTION:
1/27/2022**

Summary of Major Violations
1. Repair or replace entire roof system
2. Repair or replace floor system
3. Repair or replace front porch
4. Repair or replace exposed wiring throughout
5. Repair or replace ceiling, wall & floor coverings

**HEARING
RESULTS:
3/18/2022**

The owner's husband Juan Garcia appeared for the Hearing. He stated he plans to repair the home, but he will need to wait until the weather warms up. The inspector explained the Demolition process and advised that work should begin as soon as possible on the house. It was determined there are several violations of the Minimum Housing Code. There are multiple violations of the minimum housing code in the house that make it unsafe. In its present state, necessary repairs to the dwelling exceed 65% of the value of the structure.

**ORDER(S)
ISSUED:
3/22/2022**

Order to Repair or Demolish
Date of Compliance 4/22/2022

APPEALS:

None

**OWNER
ACTIONS:**

None

ADDITIONAL:

The inspector spoke to Mr. Garcia on 5/25/2022, he stated that he is tried to pull the permit, but they are not allowing him to pull the permit because he needs to know the contractors and their license numbers. Mr. Garcia states he is not able to find a plumber or electrician.

No delinquent property taxes.

1215 East Russell Avenue

E GREEN DR

CABLE ST

RAGAN AV

PERSHING ST

HINES ST

HILL ST

Site

E RUSSELL AV

WESLEY DR

ARCH ST

S UNIVERSITY PW

RICHLAND ST

ANDERSON PL



Scale: 1"=200'

G:\Planning\Secure\Community Development\Community Development.aprx

ORDINANCE

AN ORDINANCE REQUIRING THE BUILDING INSPECTOR OF THE CITY OF HIGH POINT TO DEMOLISH CERTAIN PROPERTY PURSUANT TO ARTICLE 19 OF THE GENERAL STATUTES OF NORTH CAROLINA; AND, TITLE 9, CHAPTER 11, ARTICLE E, OF THE MINIMUM HOUSING CODE OF THE CITY OF HIGH POINT.

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

SECTION 1: That the City Council of the City of High Point finds as a fact that the following described property has been ordered to be demolished, and it further finds as a fact that the owner has been ordered to demolish said building at his expense and said Owner has failed to comply with said order.

SECTION 2: That the Inspector of the City of High Point is hereby authorized and directed to proceed with the demolition of the following described building in accordance with code of Ordinances: and, Article 19 of Chapter 160A of the General Statutes of North Carolina.

PROPERTY LOCATION

OWNER (S)

1215 E. Russell Ave.

Florencia Sanchez Mauleon
220 Mt. Vernon Park Rd.
Salisbury, NC 28147

SECTION 3: That all ordinances or parts of ordinances in conflict with the provisions of this ordinance, are hereby repealed.

SECTION 4: That this ordinance shall become effective from and after its passage as by Law provided.

Adopted by City Council,
This the 21st day of November, 2022

Mary Brooks, Interim City Clerk

















