

City of High Point

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



Meeting Agenda

Monday, August 15, 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**FINANCE COMMITTEE - Britt Moore, Chair****CONSENT AGENDA ITEMS**[2022-364](#)

Contract - Capital Chevrolet - Chevy Tahoe SSV - High Point Police Department (HPPD)

City Council is requested to award a contract to Capital Chevrolet in the amount of \$120,427.14 for the purchase of three (3) Chevy Tahoe SSV's for the High Point Police Department (HPPD).

Attachments: [1. Contract – Capital Chevrolet – Chevy Tahoe SSV – High Point Police Depart](#)

[2022-365](#)

Contract - National Equipment Dealers, LLC - Bell B50E Articulated Dump Truck

City Council is requested to award a contract to National Equipment Dealers, LLC in the amount of \$607,466 for the purchase of a Bell B50E Articulated Dump Truck and declare the three (3) current trucks as surplus and disposing through the online auction process.

Attachments: [1a. Contract – National Equipment Dealers, LLC – Bell B50E Articulated Dump](#)

[2022-366](#)

Contract (Resolution) - Guilford County Board of Education- School Resource Officers (SRO)

City Council is requested to approve a contract and adopt a resolution with Guilford County Board of Education for eight (8) School Resource Officers and one (1) supervisor. The City agrees to provide eight (8) officers and (1) supervisor for a period of one year to the SRO Program and the Guilford County Board of Education shall reimburse the City for \$623,495.19 for the salaries and equipment of the officers assigned to the SRO Program for a period beginning on the date of contract signature through June 30, 2023.

Attachments: [2. Contract \(Resolution\) - Guilford County Board of Education- School Resource](#)

[2022-367](#)

Capital Project Ordinance - Acquisition of Property -- City Lake Dam Restoration Project - Knollwood Drive

City Council is requested to approve the following two separate matters as follows:

1. The acquisition of properties located at 203, 203 R1, and 205 Knollwood Drive, Jamestown, NC needed for the City Lake Dam Restoration Project in the amount of \$538,000.
2. Adopt a capital project ordinance appropriating the acquisition cost for said properties for the City Lake Dam Restoration Project.

Attachments: [3. Capital Project Ordinance – Acquisition of Property -- City Lake Dam Restora](#)

[2022-368](#)

Contract - Matt's Janitorial Services, Inc. - Parks & Recreation Facilities

City Council is requested to award a contract to Matt's Janitorial Services,

Inc. in the amount of \$101,700.00 for cleaning service for nine Parks and Recreation facilities.

Attachments: [4. Contract - Matt's Janitorial Services, Inc. – Parks & Recreation Facilities](#)

[2022-369](#)

Contract - WESCO Distribution, Inc. - 35ft Black Aluminum Poles - Electric Department

City Council is requested to award a contract to WESCO Distribution, Inc. in the amount of \$117,600 for the purchase of 35' black aluminum poles that are commonly used by the Electric Utilities Department.

Attachments: [5. Contract – WESCO Distribution, Inc. – 35ft Black Aluminum Poles – Electric I](#)

[2022-370](#)

Contract - WESCO Distribution, Inc. - Steel Transmission Poles - Electric Department

City Council is requested to award a contract to WESCO Distribution, Inc. in the amount of \$317,384.77 for the purchase of Steel Transmission Poles to be installed in conjunction with the Jackson Lake Substation rehab project.

Attachments: [6. Contract – WESCO Distribution, Inc. – Steel Transmission Poles – Electric D](#)

[2022-371](#)

Contract - WESCO Distribution, Inc. - Transformers - Electric Department

City Council is requested to award a contract to WESCO Distribution, Inc. in the amount of \$402,257 for the purchase of Large Commercial/Industrial Voltage (277/480V) Transformers (500 & 750kVa) for warehouse stock.

Attachments: [7. Contract – WESCO Distribution, Inc. – Transformers – Electric Department](#)

[2022-372](#)

Contract - KBS Earthworks Inc. - Upper Piedmont Lake Dredging & Dam Maintenance

City Council is requested to award a contract to KBS Earthworks, Inc. in the amount of \$384,377.50 for the removal of sediment within the Upper Piedmont Lake and restore the stormwater storage and collection capacity to its original design and that the appropriate City official and/or employee be authorized to execute all necessary documents.

Attachments: [8. Contract – KBS Earthworks Inc. - Upper Piedmont Lake Dredging & Dam Mai](#)

[2022-374](#)

Contract-Sole Source - Penn Valley Pump, Co. Inc. - Eastside Primary Sludge Pump

City Council is requested to award a sole source contract to Penn Valley Pump, Co. Inc. in the amount of \$38,929.00 for the sole source purchase of an additional 6-inch Penn Valley Double Disc Pump for the Eastside Wastewater Treatment Plant (WWTP).

Attachments: [9. Contract-Sole Source – Penn Valley Pump, Co. Inc. – Eastside Primary Sludg](#)

[2022-375](#)

Contract-Sole Source - JWC Environmental - Westside (WWTP) Mechanical Coarse Bar Screen

City Council is requested to award a sole source contract to JWC Environmental in the amount of \$147,565 for purchase of a replacement mechanical coarse bar screen at the headworks of the Westside

Wastewater Treatment Plant (WWTP).

Attachments: [10. Contract-Sole Source – JWC Environmental – Westside \(WWTP\) Mechanic](#)

[2022-376](#)

Interlocal Agreement - City of Trinity - Westside Wastewater Treatment Plant (WWTP)

City Council is requested to approve an interlocal agreement with the City of Trinity to direct wastewater flow to the Westside Wastewater Treatment Plant (WWTP).

Attachments: [11. Interlocal Agreement – City of Trinity – Westside Wastewater Treatment Pla](#)

[2022-377](#)

Contract - CIGNA Renewal - Employee Health/Dental Care

City Council is requested to authorize the City Manager to execute a twelve (12) month contract with CIGNA Healthcare for health and dental care coverage for City employees effective January 1, 2023 - December 31, 2023.

Attachments: [12. Contract – CIGNA Healthcare – City of High Point - Employee Healthcare C](#)

REGULAR AGENDA ITEMS

COMMUNITY DEVELOPMENT COMMITTEE - Council Member Williams,

Chair

[2022-378](#)

Ordinance - Demolition of Dwelling - 1105 Forrest Street

Adoption of an ordinance ordering the building inspector to effectuate the demolition of a dwelling located at 1105 Forrest Street belonging to Custom Property Development LLC.

Attachments: [1105 Forrest Council Packet](#)

[2022-379](#)

Ordinance - Demolition of Dwelling - 730 West Fairfield Road

Adoption of an ordinance ordering the building inspector to effectuate the demolition of a dwelling located at 730 W. Fairfield Road belonging to 732 W. Fairfield Rd, LLC.

Attachments: [730 W Fairfield Council Packet1](#)

[2022-380](#)

Ordinance - Rescind Demolition - 1227 Greensboro Road

Adoption of an ordinance to rescind the ordinance adopted by Council to demolish the dwelling at 1227 Greensboro Road belonging to NC Group Capital, LLC.

Attachments: [Ordinance – Rescind Demolition – 1227 Greensboro Road](#)

[2022-381](#)

2022 Urgent Repair Policies - URP22 Procurement and Disbursement Policies - URP22 Assistance Policy

City Council is requested to approve the Urgent Repair Program URP22 Procurement and Disbursement Policies and the Urgent Repair Program URP22 Assistance Policy and that the appropriate City official and/or employee be authorized to execute all necessary documents.

Attachments: [2022 Urgent Repair Policies - URP22 Procurement and Disbursement Policies -](#)

PLANNING & DEVELOPMENT - Mayor Jay W. Wagner

2022-382

Resolution of Intent-Annexation 22-05

Approval of a Resolution of Intent to establish a public hearing date of September 19, 2022, to consider a voluntary contiguous annexation petition. The proposed annexation site is approximately 18.9 acres, and located along the west side of NC68, between Penny Road and Premier Drive. The site is addressed as 2721, 2723 and 2725 NC Hwy 68 N. and also known as Guilford County Tax Parcels 207385, 170013 and 167961.

Attachments: [Resolution of Intent \(AN-22-05\) \(1\)](#)

PUBLIC HEARINGS

2022-383

City of High Point-Zoning Map Amendment 22-17

A request by the High Point City Council to rezone 60 properties, totaling approximately 18.9 acres, as part of the Comprehensive Zoning Map Amendment project. To rezone 53 parcels (Westbury Subdivision), totaling approximately 8.13 acres, from a Conditional Use Residential Single Family - 5 (CU R-5) District to the Residential Single Family - 7 (R-7) District. This single family subdivision is located approximately 750 feet east of the intersection of S. Scientific Street and Boyce Avenue, directly south of the intersection of Boyce Avenue and Westbury Drive. To rezone two parcels, totaling approximately 9.21 acres, from a Conditional Use Residential Multifamily - 16 (CU RM-16) District to the Residential Multifamily - 16 (RM-16) District. One parcel is lying along the east side of S. Scientific Street, approximately 700 feet south of Sherrill Avenue (715 S. Scientific Street) and a second parcel that lies south of the intersection of Sherrill Avenue and Dade Street (3018 Sherrill Avenue). To rezone four parcels and a portion of one parcel, totaling approximately 1.56 acres, from a Conditional Use Limited Business (CU-LB) District to the Residential Single Family - 5 (R-5) District and the Residential Multifamily - 16 (RM-16) District. The parcels are located to the west and southwest of the intersection of S. Scientific Street and Bowers Avenue (822, 826, 900, 902 and 904 S. Scientific Street).

Attachments: [Staff Report ZA-22-17](#)

2022-384

Coggin Real Estate, LLC; and Maxie R. Kennedy Jr.-Annexation Case 22-04

A request by Coggin Real Estate, LLC and Maxie R. Kennedy Jr., for a voluntary contiguous annexation of approximately 146.7 acres. The site is located southeast of the intersection of National Highway and Garcia Kennedy Road, and west of South Road, and also known as Davidson County Tax Parcels 16-312-0-000-0072, 16-312-0-000-0072B, 16-312-0-000-0066 and 16-312-0-000-0067 and Randolph County Tax

Parcel 6309.

Attachments: [Annexation Staff Report \(AN-22-04\) \(1\)](#)

2022-385

Carolina Site Acquisitions LLC-Zoning Map Amendment 22-18

A request by Carolina Site Acquisitions LLC to rezone approximately 148 acres from the Heavy Industrial (HI) District and Rural Agricultural - 3 (RA-3) District (both within Davidson County's zoning jurisdiction), the Light Industrial (LI) District (within Randolph County's zoning jurisdiction) and the Heavy Industrial (HI) District (City of High Point) to the Conditional Zoning Heavy Industrial (CZ-HI) District. The site consists of multiple parcels generally located southeast of the intersection of National Highway and Garcia Kennedy Road, southwest of the intersection of Griclar Street and Meridian Avenue, and generally west of the intersection of South Road and McKinley Place. Approval of this rezoning request is contingent upon City Council approval of a voluntary annexation request.

Attachments: [Staff Report ZA-22-18 \(2\)](#)

GENERAL BUSINESS AGENDA

2022-386

Minutes To Be Approved

July 12, 2022, Community Development Committee Meeting Minutes @ 4:00 p.m.

July 14, 2022, Finance Committee Meeting Minutes @ 4:00 p.m.

July 18, 2022, Special Meeting Minutes @ 4:00 p.m.

Attachments: [Approval of Minutes August 15 2022](#)

[July 12 2022 Community Development Committee Meeting Minutes](#)

[July 14 2022 Finance Committee Meeting Minutes](#)

[July 18 2022 Special Meeting Minutes](#)

ADJOURNMENT

CITY OF HIGH POINT

AGENDA ITEM



Title: Zoning Map Amendment 22-17
(City of High Point)

From: Sushil Nepal, AICP
Planning & Development Director

Meeting Date: August 15, 2022

Public Hearing: Yes

Advertising Date: August 3, 2022, and
August 10, 2022

Attachments: A. Staff Report
B. Zoning Ordinance

Advertised By: Planning & Development

PURPOSE:

A request by the High Point City Council to rezone 60 parcels, totaling approximately 18.9 acres, as part of the Comprehensive Zoning Map Amendment project.

- a) To rezone 53 parcels in the Westbury Subdivision, totaling approximately 8.13 acres, from a Conditional Use Residential Single Family – 5 (CU R-5) District to the Residential Single Family – 7 (R-7) District. This subdivision is located approximately 750 feet east of the intersection of S. Scientific Street and Boyce Avenue, directly south of the intersection of Boyce Avenue and Westbury Drive.
- b) To rezone two parcels, totaling approximately 9.21 acres, from a Conditional Use Residential Multifamily – 16 (CU RM-16) District to the Residential Multifamily – 16 (RM-16) District. One parcel is lying along the east side of S. Scientific Street, approximately 700 feet south of Sherrill Avenue (715 S. Scientific Street) and a second parcel that lies south of the intersection of Sherrill Avenue and Dade Street (3018 Sherrill Avenue).
- c) To rezone four parcels and a portion of another parcel, totaling approximately 1.56 acres, from a Conditional Use Limited Business (CU-LB) District to the Residential Single Family – 5 (R-5) District and the Residential Multifamily – 16 (RM-16) District. The parcels are located to the west and southwest of the intersection of S. Scientific Street and Bowers Avenue (822, 826, 900, 902 and 904 S. Scientific Street).

BACKGROUND:

The Planning and Zoning Commission reviewed this request at their July 26, 2022 public hearing. All members of the Commission were present except for Mr. Terry Venable and 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:

There were no speakers in favor or in opposition to this request.

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 7-0.

2. Consistency and Reasonableness Statements

The Planning and Zoning Commission voted 7-0 to approve the following statement:

That Zoning Map Amendment 22-17 is consistent with the City's adopted policy guidance because the zoning map amendment is supported by Goal #1 of the Land Use Plan, which speaks to encouraging development that enhances and preserve established neighborhoods. Furthermore, the amendments are needed to match the manner in which these neighborhoods have developed and to remove unneeded restrictions.

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

**STAFF REPORT
ZONING MAP AMENDMENT ZA-22-17
July 26, 2022**

Request

A request by the High Point City Council to rezone 60 properties, totaling approximately 19 acres, as part of the Comprehensive Zoning Map Amendment Project. This request focuses on lands within the proximity of the S. Scientific Street corridor, between E. Martin Luther King Jr. Drive and Boyce Avenue.

Background

The purpose of the Comprehensive Zoning Map Amendment Project is to review and evaluate the zoning of land throughout the city, identify areas where the zoning is out of sync with the existing use of land or is inconsistent with current land use policy, and propose appropriate changes in zoning for those areas. A primary goal of the project is to remove improper or obsolete zoning districts that may be acting as a barrier to development. The Comprehensive Zoning Map Amendment Project was initiated in 2017. The City Council initiated this current fourth round of zoning evaluations, associated with this request, in December 2020.

Details of Proposal

The following is a summary of the properties to be considered under this Zoning Map Amendment.

From	To	Development/Use	Location
CU R-5 (CU 86-03)	R-7	Single family dwellings (Westbury Way Subdivision)	This subdivision lies approximately 750 feet east of the intersection of S. Scientific Street and Boyce Avenue, directly south of the intersection of Boyce Avenue and Westbury Drive.
CU RM-16 (CU 94-05)	RM-16	Undeveloped	A parcel lying along the east side of S. Scientific Street, approximately 700 feet south of Sherrill Avenue (<i>715 S. Scientific Street</i>) and a parcel lying south of the intersection of Sherrill Avenue and Dade Street (<i>3018 Sherrill Avenue</i>).
CU-LB (CU 93-20) (CU89-07)	R-5 RM-16	Three single family dwellings	Lying west of the intersection of S. Scientific Street and Bowers Avenue (<i>a portion of 822, S. Scientific Street and 826, 900, 902 and 904 S. Scientific Street</i>)

Analysis

The requested rezoning of these lands is intended to remove outdated zoning conditions and update zoning to match the development pattern of the surrounding area. See attached evaluations for further detail.

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 zoning map amendment is supported by Goal #1 of the Land Use Plan, which speaks to encouraging development that enhances and preserve established neighborhoods.

Reasonableness/Public Interest:

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

The amendments are needed to match the manner in which these neighborhoods have developed and to remove unneeded restrictions.

Recommendations

Staff recommends approval of the following zoning map amendments:

- 1) Rezone the Westbury Way Subdivision from a CU R-5 District to the R-7 District.
- 2) Rezone 715 S. Scientific Street and 3018 Sherrill Avenue from a CU RM-16 District to the RM-16 District.
- 3) Rezone 826, 900, 902 & 904 S. Scientific Street from a CU-LB District to the R-5 District.
- 4) Rezone the southern portion of 822 S. Scientific Street from a CU-LB District to the RM-16 District.

Required Action

Planning and Zoning Commission:

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

City Council:

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

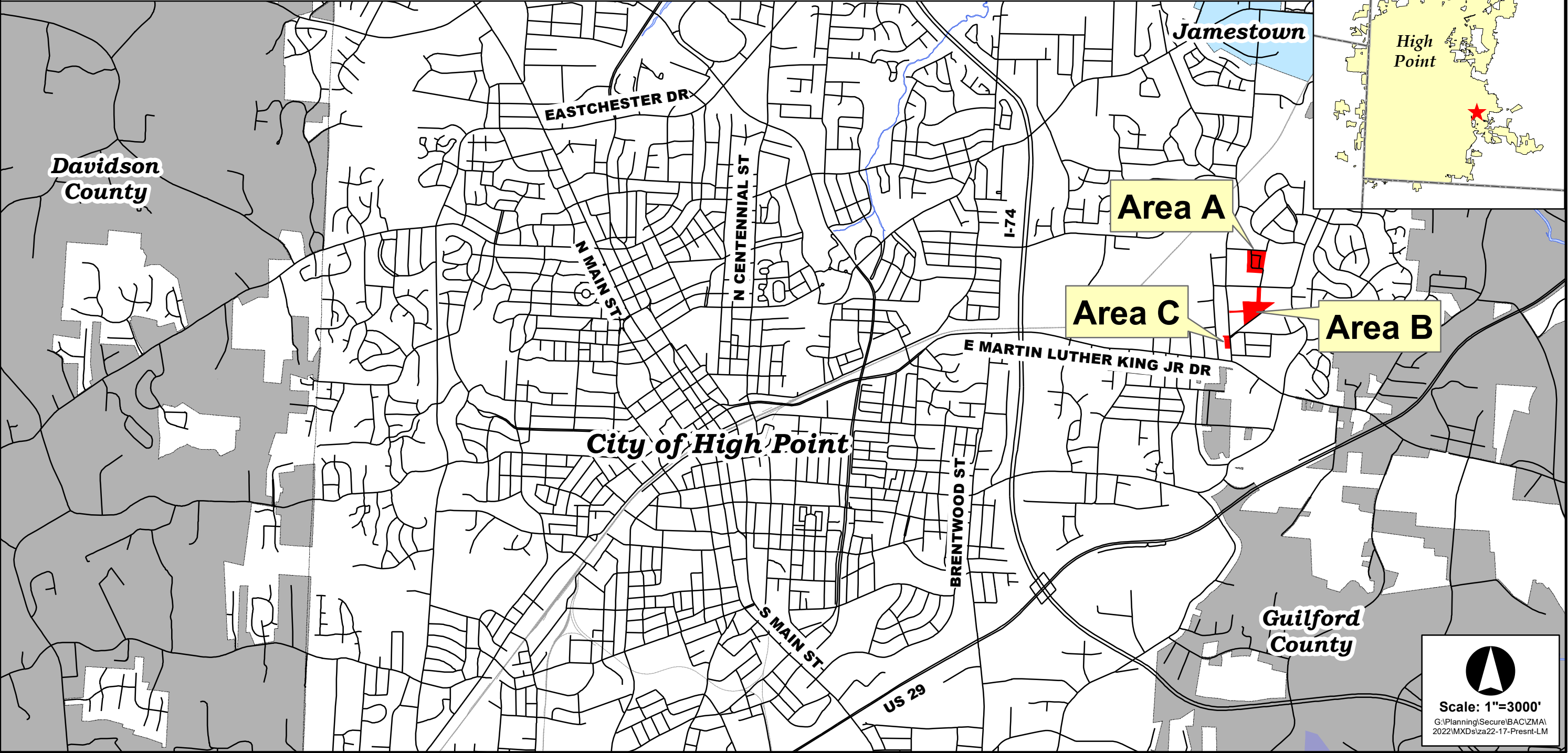
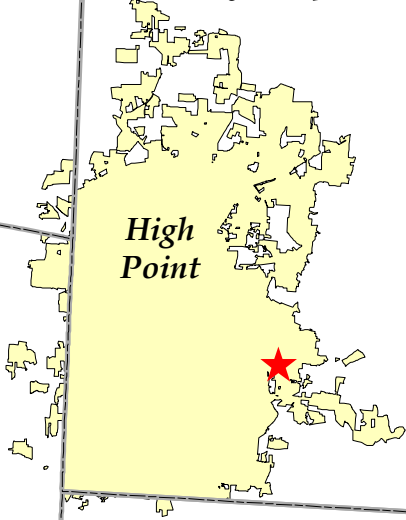
Report Preparation

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-22-17
Applicant: City of High Point

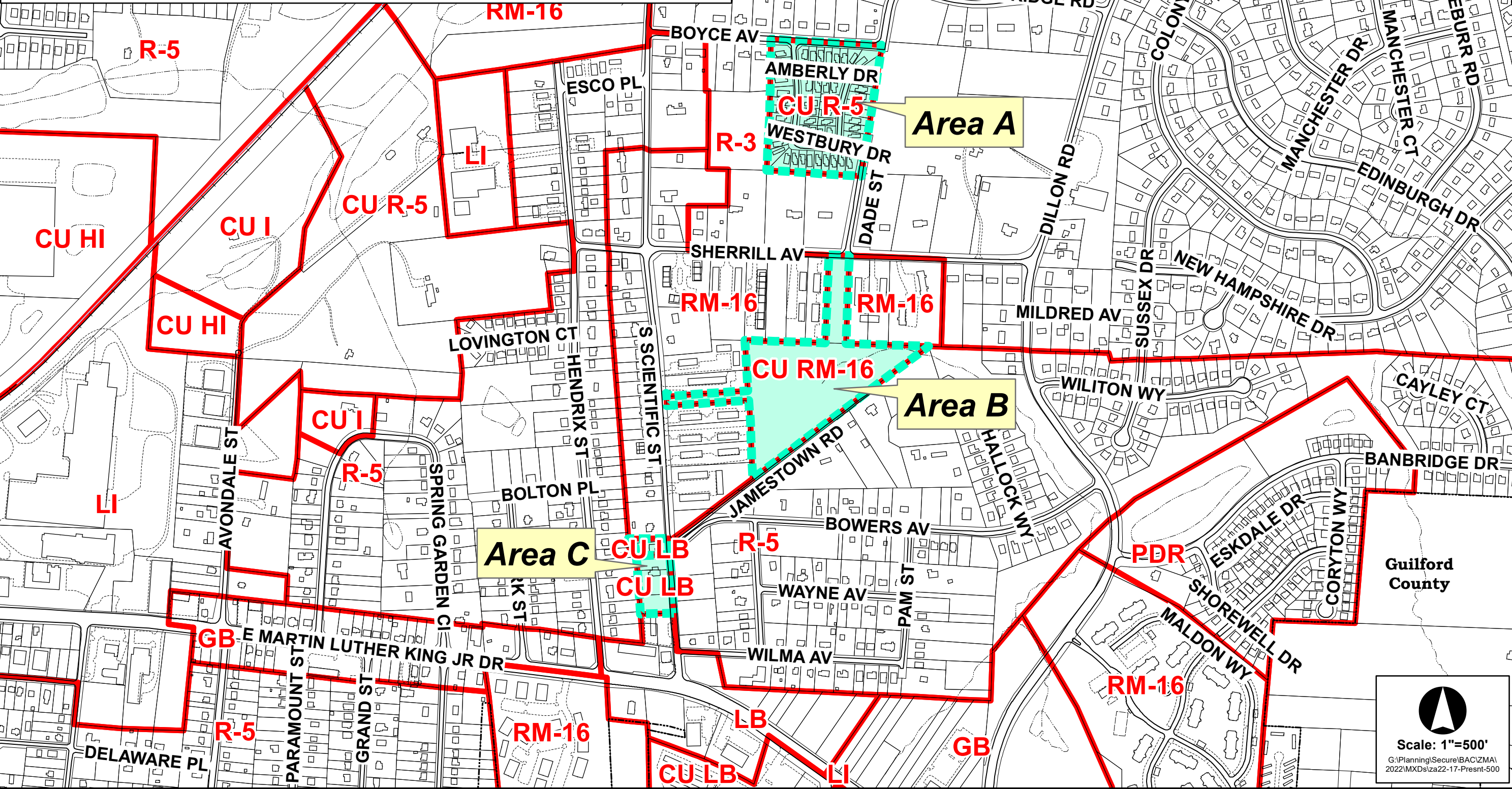
Vicinity Map



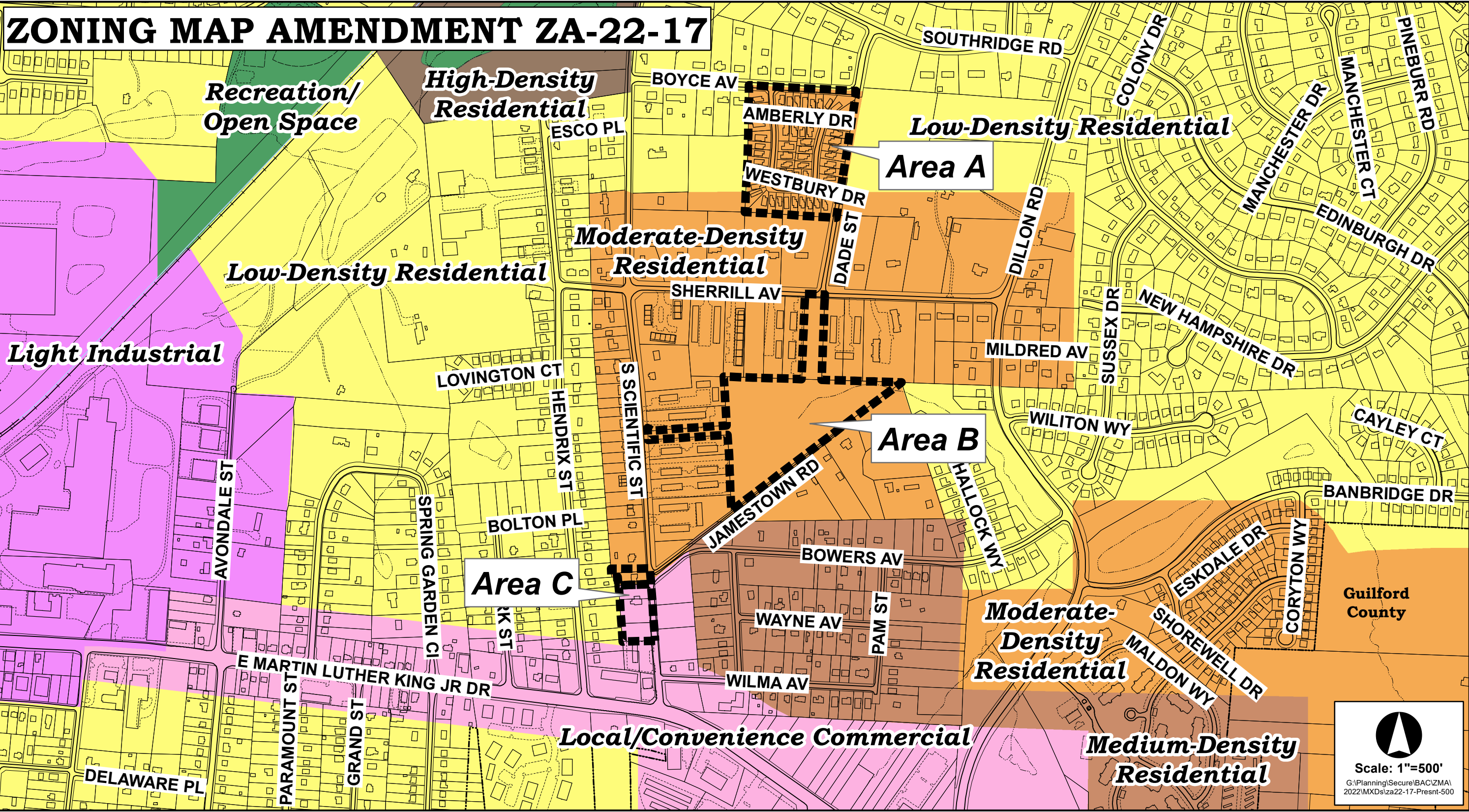
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ZONING MAP AMENDMENT ZA-22-17



ZONING MAP AMENDMENT ZA-22-17



AREA A

Location: The Westbury Way subdivision lies approximately 750 feet east of the intersection of S. Scientific Street and Boyce Avenue, directly south of the intersection of Boyce Avenue and Westbury Drive.

Current Use: Single family dwellings

Comparison of Current and Proposed Zoning

	Current Zoning	Proposed Zoning
	Conditional Use Residential Single Family – 5 (CU R-5) District	Residential Single Family - 7(R-7) District
<i>Purpose & Intent:</i>	<u>R-5 District</u> The R-5 district is established to accommodate principally single-family detached dwellings developed at a density of 5 units an acre that is served by public water and sewer. Complimentary uses such as open space, schools, utilities, religious institutions, and recreational facilities are also allowed. District regulations discourage uses that interfere with the development of residential development or that is detrimental to the residential nature of the district.	<u>R-7 District</u> The R-7 district is established to accommodate principally single-family detached dwellings developed at a density of 7 units an acre, that are served by public water and sewer. Complimentary uses such as open space, schools, utilities, religious institutions, and recreational facilities are also allowed. District regulations discourage any use that interferes with the development of residential development or that is detrimental to the residential nature of the district.
<i>Current Uses:</i>	Permitted	Permitted
<i>Conditions</i>	<u>Zoning Case 86-03 (CU 86-03)</u> • Permitted uses • Public street construction. • Premier landscaping	None

	Adjacent Zoning	Adjacent Land Use
North:	Residential Single Family – 3 (R-3) District	Single family dwellings (<i>across Boyce Avenue</i>)
South:	Residential Single Family – 3 (R-3) District	Single family dwellings
East:	Residential Single Family – 3 (R-3) District	Single family dwellings
West:	Residential Single Family – 3 (R-3) District	Residential Single Family – 3 (R-3) District

Land Use Plan Classification

The area is designated as follows:

- **Moderate-Density Residential:** This classification includes a variety of detached or attached dwellings, generally including single family homes, cluster homes, duplexes and townhouses. Development densities shall range from five to eight dwelling units per gross acre.

Analysis/Recommendation

This 8.13-acre area obtained conditional use zoning approval in 1986 to support a cluster subdivision under standards of the 1985 Development Ordinance. That former development type allowed smaller lot sizes in return for the establishment of usable open space and recreational areas. This former development ordinance did not specify how open space/recreational areas were to be provided, and the open space for this development only consisted of a 20 to 30 foot perimeter common/landscape area.

Zoning conditions pertaining to the construction of a public street to provide a second entrance and perimeter landscaping were met with the completion of this subdivision in the early 1990s. Under the 1992 Development Ordinance, this use type was amended to require a Special Use Permit and it further clarified standards to ensure a significant amount of open space was provided for future developments. The adoption of the 1992 Development Ordinance made many of the lots and structures in this development nonconforming.

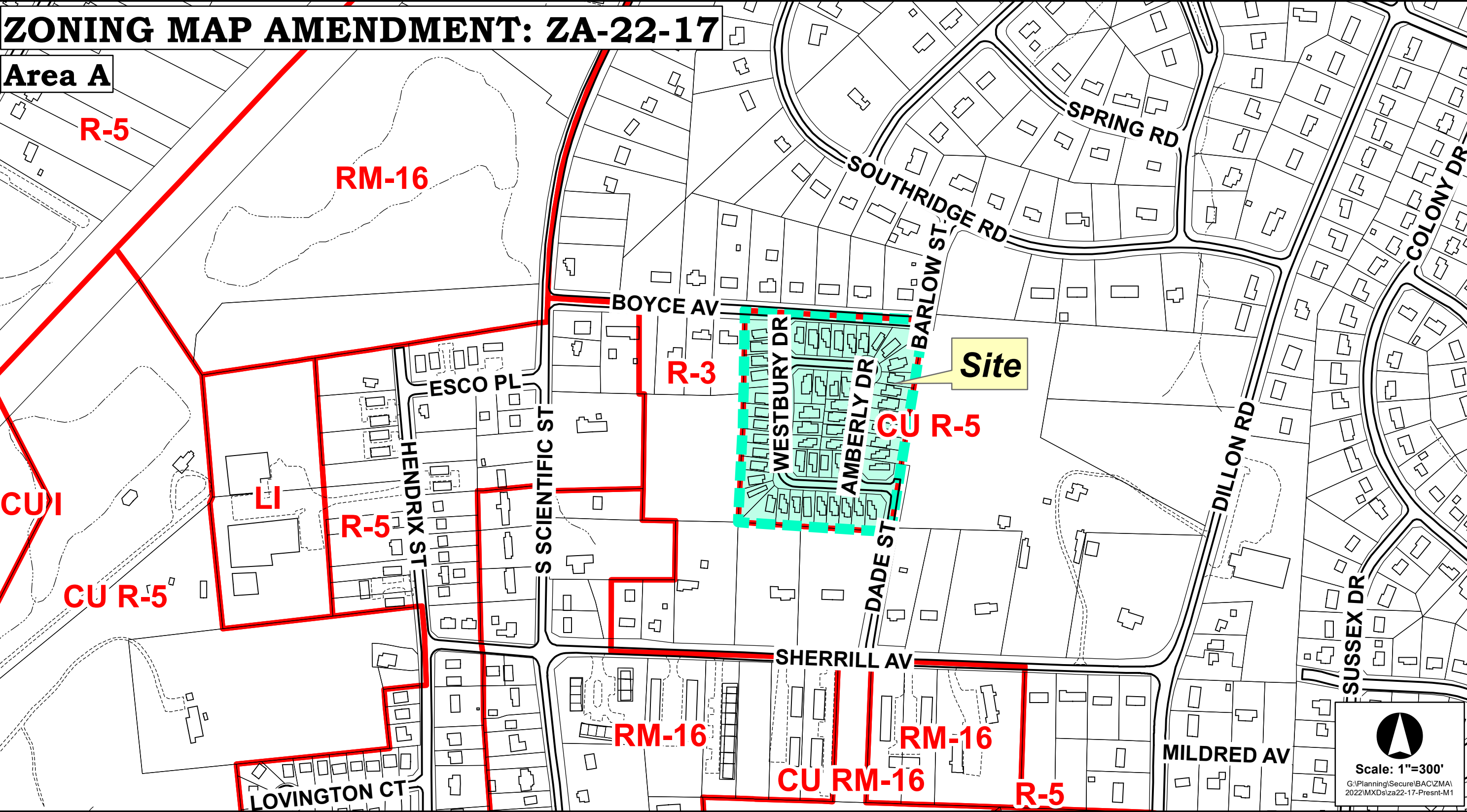
As part of review of land for this round of the Comprehensive Zoning Map Amendment Project, staff recommended City Council initiate rezoning for this subdivision to remove the CU designation (rezone from CU-R-5 to the R-5 District), as zoning conditions have been met. After a more detailed review of the recorded plats from this subdivision, staff found that under the originally proposed R-5 District most of the lots and structures in this subdivision would still be nonconforming with regard to lot width and building setback standards. Therefore, staff is recommending the subdivision be rezoned to the R-7 District. Although the R-7 District was designed to support redevelopment in the Core City Area, allowing this zoning district for this subdivision would limit nonconformities by bringing many of the lot widths and building setbacks into conformance with standards of the current Development Ordinance.

Staff recommendation.

Rezone the Westbury Way Subdivision from a CU R-5 District to the R-7 District.

ZONING MAP AMENDMENT: ZA-22-17

Area A

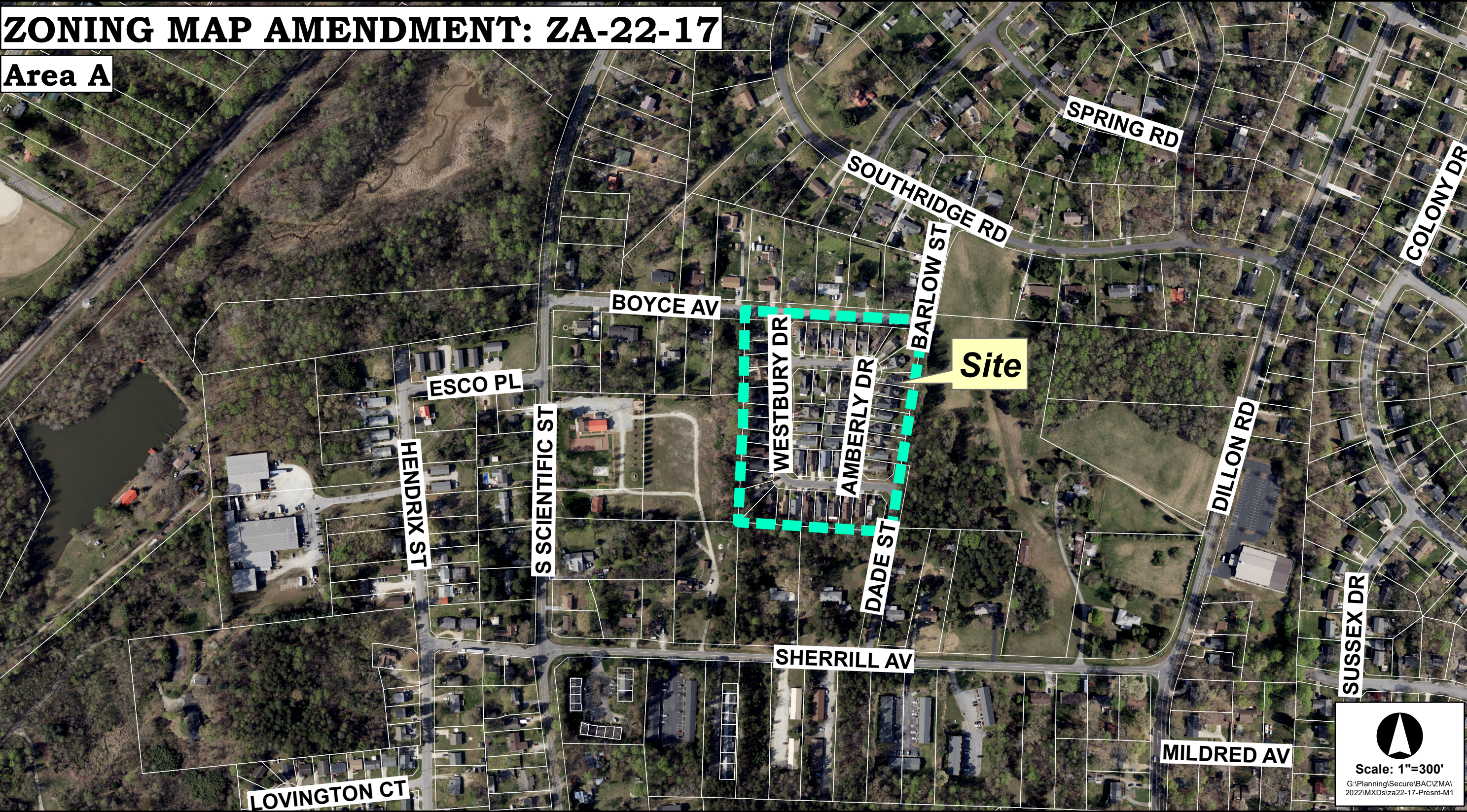


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ZONING MAP AMENDMENT: ZA-22-17

Area A



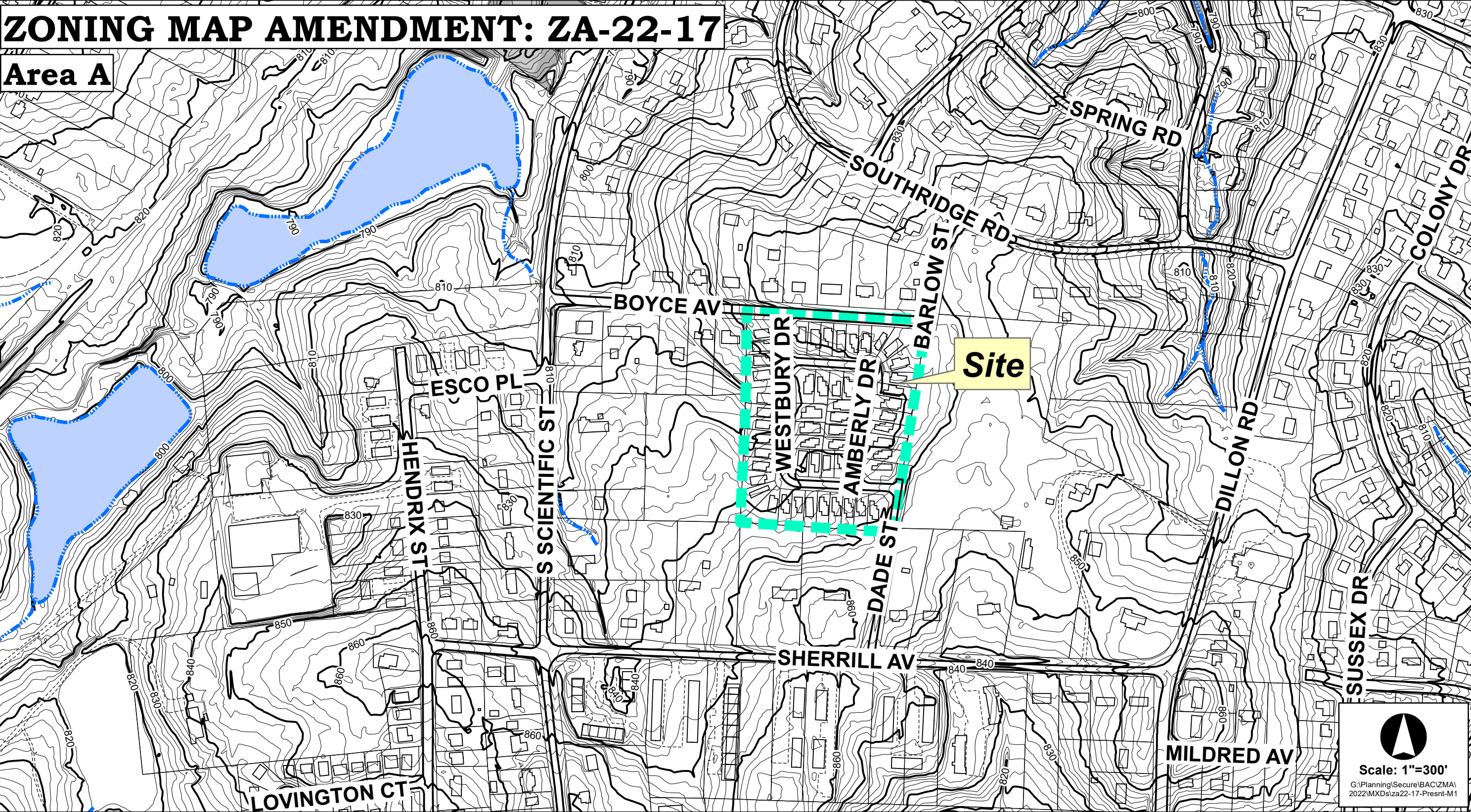


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ZONING MAP AMENDMENT: ZA-22-17

Area A




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AREA B

Location: A parcel lying along the east side of S. Scientific Street, approximately 700 feet south of Sherrill Avenue (715 S. Scientific Street) and a parcel lying south of the intersection of Sherrill Avenue and Dade Street (3018 Sherrill Avenue).

Current Use: Undeveloped

Comparison of Current and Proposed Zoning

	Current Zoning	Proposed Zoning
	Conditional Use Residential Multifamily 16 (CU RM-16) District	Residential Multifamily 16 (RM-16) District
<i>Purpose & Intent:</i>	<u>RM-16 District</u> The RM-16 district is established to accommodate a mix of residential development at around 16 units an acre, that is served by public water and sewer. District regulations encourage the development of functioning neighborhoods that include a mix of housing types and a variety of institutional uses. Complimentary uses such as open space, schools, utilities, religious institutions, and recreational facilities are also allowed	Same
<i>Current Uses:</i>	Undeveloped	Not applicable as the site is undeveloped.
<i>Conditions</i>	<u>Zoning Case 94-05 (CU 94-05)</u> • Development density restrictions • Require two access points • Right-of-way dedication • Exterior lighting • Landscaping	None

	Adjacent Zoning	Adjacent Land Use
North:	Residential Multifamily – 16 (RM-16) District	Multifamily developments
South:	Residential Single Family – 5 (R-5) District	Single family dwelling
East:	Residential Single Family – 5 (R-5) District	Single family dwelling
West:	Residential Multifamily – 16 (RM-16) District	Single family dwelling

Land Use Plan Classification
The area is designated as follows: • Moderate-Density Residential: This classification includes a variety of detached or attached dwellings, generally including single family homes, cluster homes, duplexes and townhouses. Development densities shall range from five to eight dwelling units per gross acre.

Analysis/Recommendation

These two parcels were formerly combined as one large parcel when rezoned in 1994, they have been separated and remain undeveloped. The zoning conditions established on these parcels in 1994 are no longer applicable based on the following:

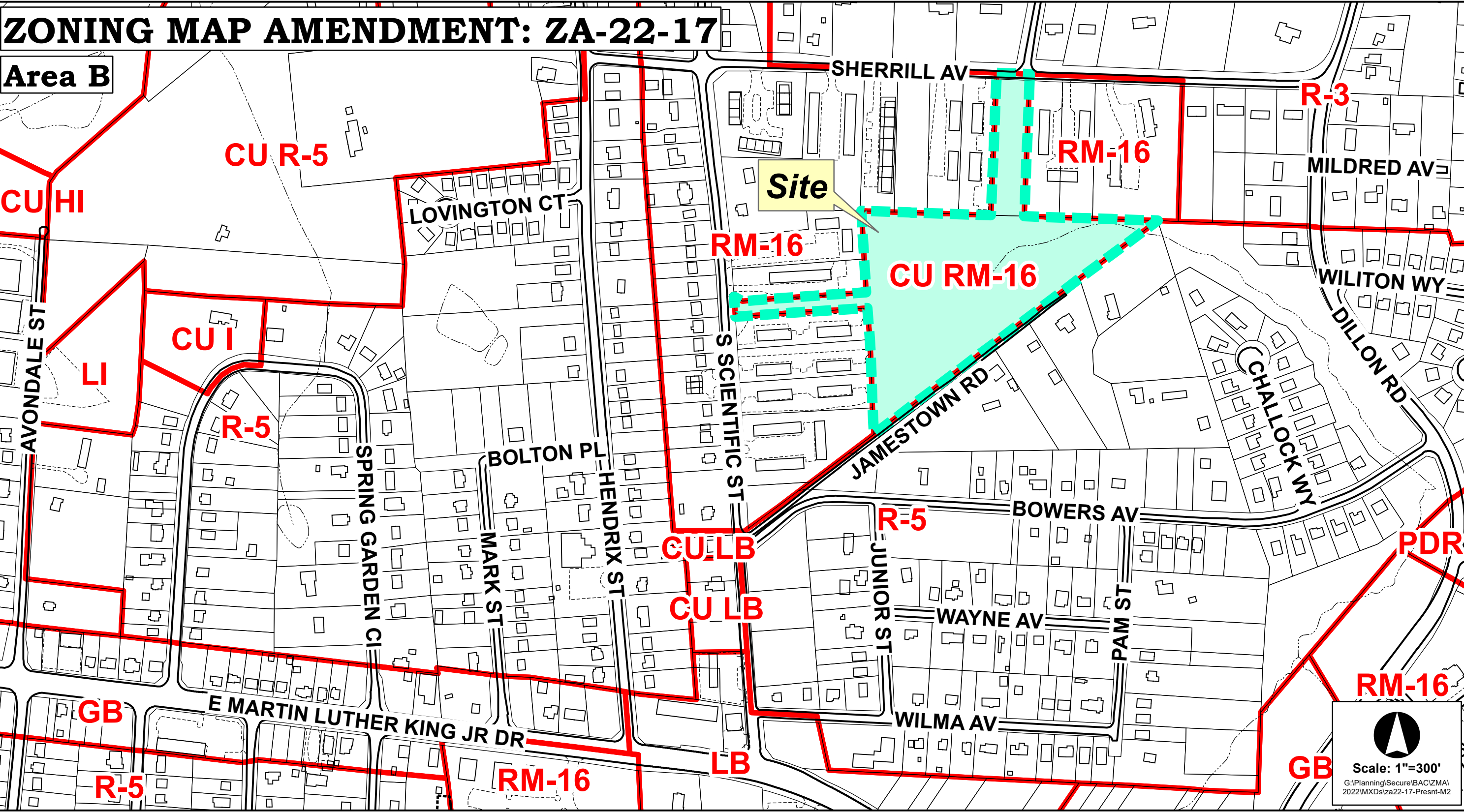
- Development density restrictions: The land use plan support higher intensity development for this area and the abutting multifamily zoned lands have no such restrictions. Also, as the site is within the Oakdale General Watershed Area and is impacted by an intermittent stream, watershed and stream buffer standards will limit development intensity on the site.
- Require two access points: The number of access points for a residential development is now governed by the Development Ordinance. A residential development with more than 50 dwelling units requires two points of vehicular access.
- Right-of-way dedication: Based upon review of the recorded plat for this area (Plat Book 78 Page 16) the required dedication standards of 34 feet from the centerline has been met.
- Exterior lighting and landscaping are now specifically governed by the Development Ordinance.

Staff recommendation.

Rezone the two parcels from the CU RM-16 District to a RM-16 District.

ZONING MAP AMENDMENT: ZA-22-17

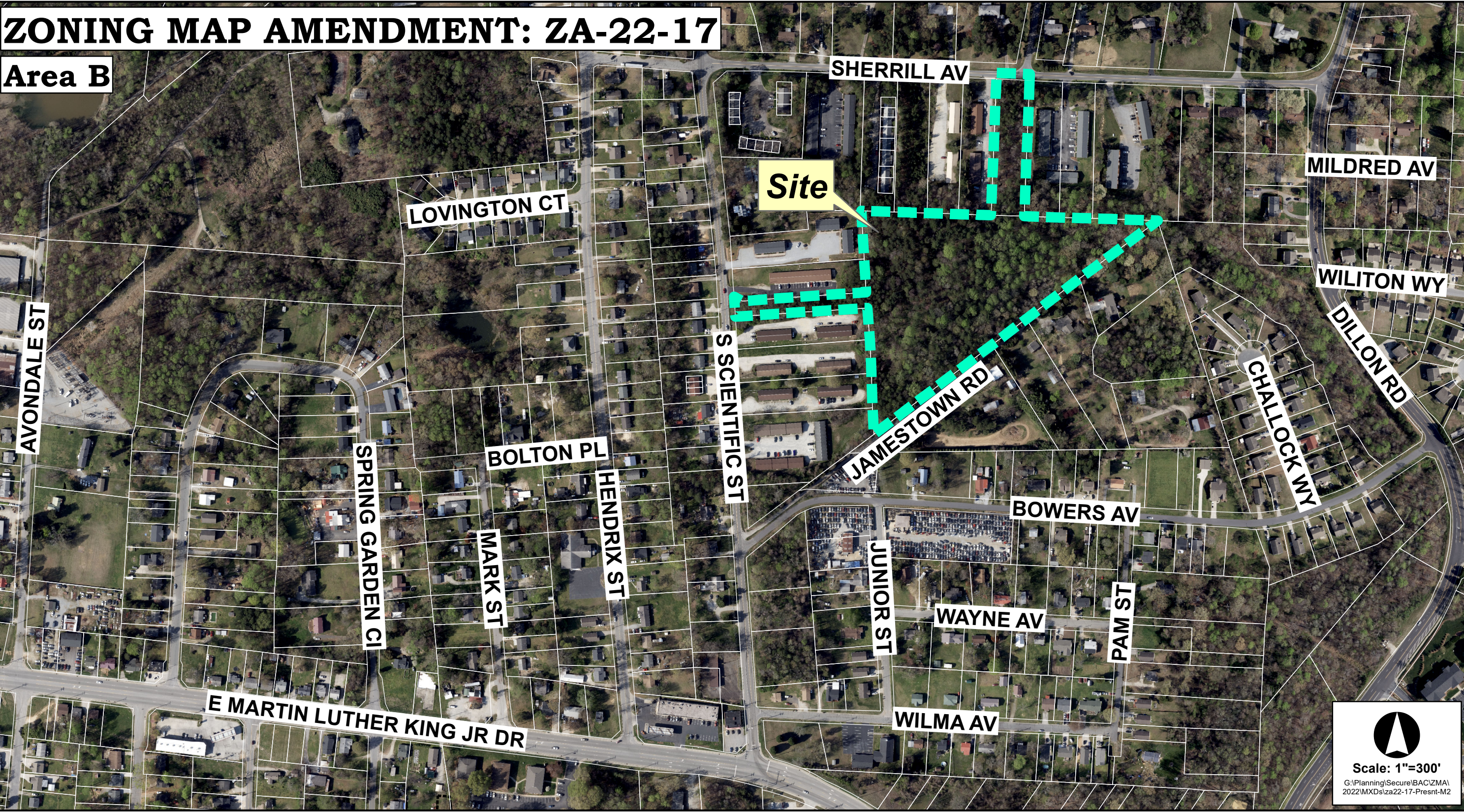
Area B



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ZONING MAP AMENDMENT: ZA-22-17

Area B




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AREA C

Location: The parcels are located to the west and southwest of the intersection of S. Scientific Street and Bowers Avenue (all of 826, 900, 902 and 904 S. Scientific Street and the southern portion of 822 S. Scientific Street).

Current Use: Three single family dwellings

Comparison of Current and Proposed Zoning

	Current Zoning	Proposed Zoning
	Conditional Use Limited Business (CU LB) District	Residential Single Family – 5 (R-5) District Residential Multifamily 16 (RM-16) District
<i>Purpose & Intent:</i>	<u>LB District</u> The LB district is established to primarily accommodate low to moderate intensity office, retail, and personal service uses adjacent to and within residential neighborhoods. In addition to commercial uses, the district also allows a variety of residential and institutional uses in stand-alone structures as well as in mixed-use developments.	<u>R-5 District</u> The R-5 district is established to accommodate principally single-family detached dwellings developed at a density of 5 units an acre that is served by public water and sewer. Complimentary uses such as open space, schools, utilities, religious institutions, and recreational facilities are also allowed. District regulations discourage uses that interfere with the development of residential development or that is detrimental to the residential nature of the district. <u>RM-16 District</u> The RM-16 district is established to accommodate a mix of residential development at around 16 units an acre, that is served by public water and sewer. District regulations encourage the development of functioning neighborhoods that include a mix of housing types and a variety of institutional uses. Complimentary uses such as open space, schools, utilities, religious institutions, and recreational facilities are also allowed
<i>Current Uses:</i>	Three single family dwellings	Not applicable as the site is undeveloped.
<i>Conditions</i>	<u>Zoning Case 93-20 (CU 93-20)</u> • Lot combination at the time of redevelopment <u>Zoning Case 89-07 (CU 89-07)</u> • Maximum of two access points • Right-of-way dedication • Fencing & Screening • Building aesthetics	None

	Adjacent Zoning	Adjacent Land Use
North:	Residential Multifamily – 16 (RM-16) District	Single family dwelling
South:	Limited Business (LB) District	Vacant commercial structure
East:	Residential Single Family – 5 (R-5) District	Undeveloped parcels
West:	Residential Single Family – 5 (R-5) District	Single family dwellings

Land Use Plan Classification
The area is designated as follows: • Local/Convenience Commercial: This classification includes moderate-intensity convenience retail or service uses, generally serving small, local neighborhoods.

Analysis/Recommendation

As part of review of land for this round of the Comprehensive Zoning Map Amendment Project, staff recommended City Council initiate update of zoning for these parcels as there has been no development initiated since rezoned in the late 1980s and early 1990s. As parcels to the north, along the west side of S. Scientific Street, have a RM-16 District zoning, staff suggested these parcels also be rezoned to the RM-16-District.

After a more detail review, staff recommends the R-5 District for 826, 900, 902 & 904 S. Scientific Street. These parcels abut single-family dwellings and land with a R-5 zoning district to the rear and along the opposite side of S. Scientific Street. Also, the parcels only have a lot depth of 150 feet. Once parking, building setback, stormwater controls and perimeter landscaping/buffer yards next to abutting single family homes are established, the area of development for higher intensity multifamily uses would be limited. In the future, if adjacent parcels can be combined, rezoning to support higher intensity uses can be explored, But until such a time, rezoning to match the current use of the property and abutting zoning to the east and west of the parcels is deemed appropriate.

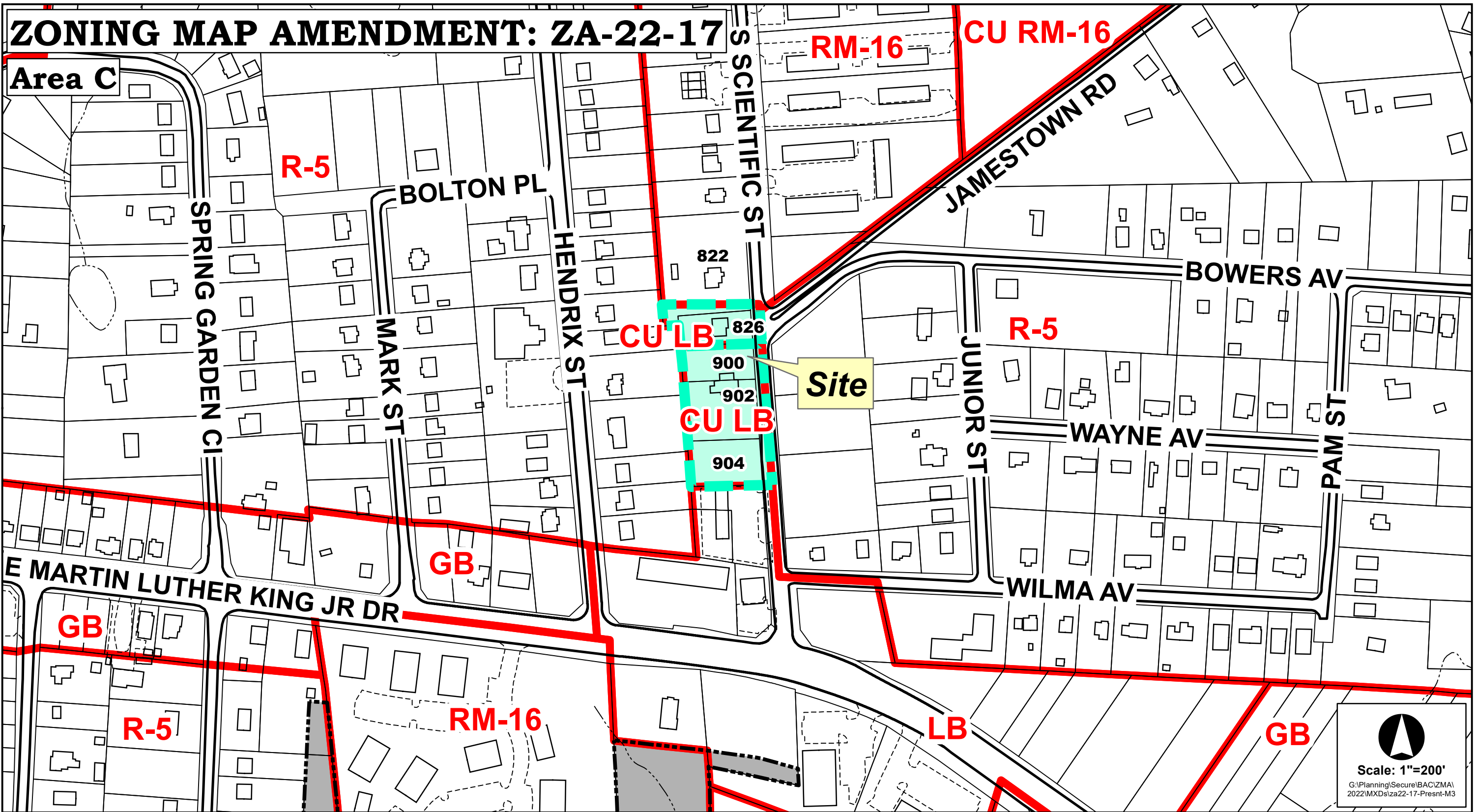
The single exception would be for the 822 S. Scientific Street parcel at the northern limits of Area C of this zoning request. This parcel is split zoned with most of the northern portion of the lot zoned RM-16 and a sliver of the southern portion of the lot zoned CU-LB. This lot is the transition point where deeper parcel depths, of 190 feet, begin along S. Scientific Street to support RM-16 District land uses. Due to its lot depth and to allow the parcel to be governed by a single zoning district, staff recommends the southern sliver of this parcel be rezoned to the RM-16 district to match zoning of the northern portion of this parcel.

Staff recommendation.

1. Rezone for 826, 900, 902 & 904 S. Scientific Street from the CU LB District to a R-5 District.
2. Rezone the southern portion of 822 S. Scientific Street from the CU LB District to a RM-16 District.

ZONING MAP AMENDMENT: ZA-22-17

Area C

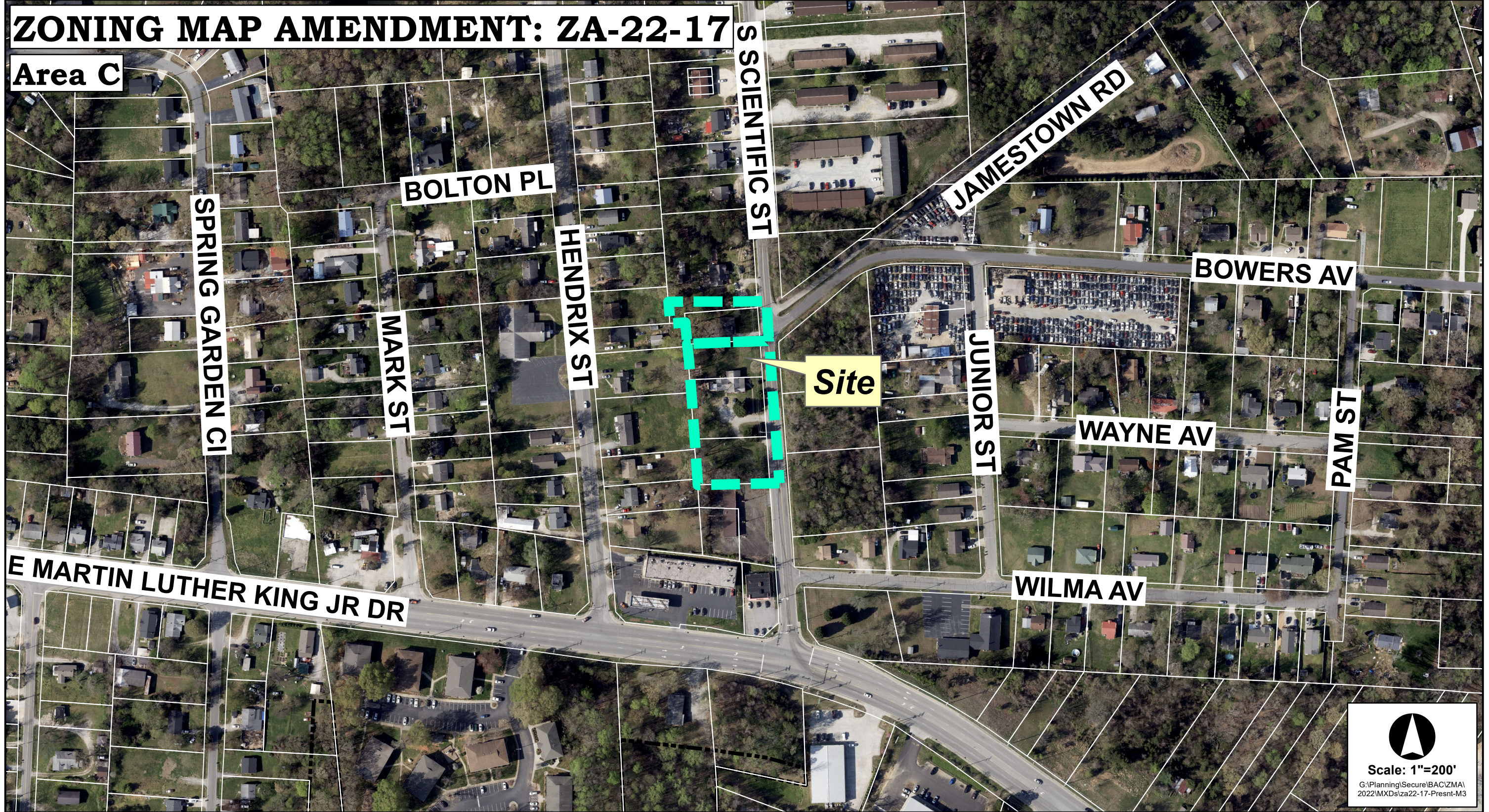


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ZONING MAP AMENDMENT: ZA-22-17

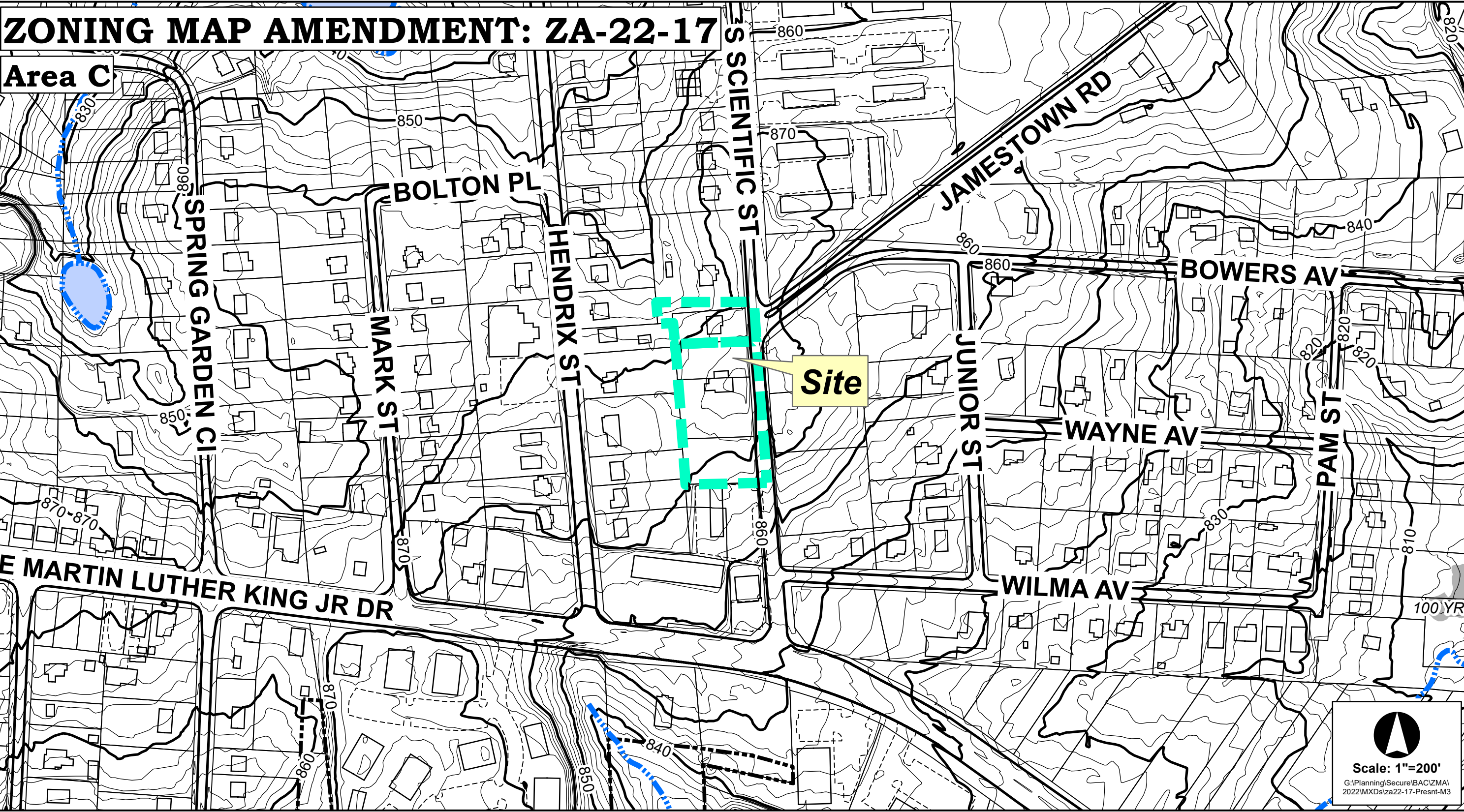
Area C




Scale: 1"=200'
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ZONING MAP AMENDMENT: ZA-22-17

Area C



Scale: 1"=200'

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AN ORDINANCE AMENDING “THE CITY OF HIGH POINT, NORTH CAROLINA DEVELOPMENT ORDINANCE,” PURSUANT TO SECTION 2.4.20, 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 July 26, 2022 and before the City Council of the City of High Point on August 15, 2022 regarding **Zoning Map Amendment Case 22-17 (ZA-22-17)** 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 July 16, 2022, for the Planning and Zoning Commission public hearing and on August, 3, 2022 and August 10, 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 **August 15, 2022.**

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

SECTION 1

Area A

That the Official Zoning Map of the City of High Point be amended to establish the following described area as: **Residential Single Family – 7 (R-7) District.** All of the Westbury Way subdivision, totaling approximately 8.13 acres, located approximately 750 feet east of the intersection of S. Scientific Street and Boyce Avenue, directly south of the intersection of Boyce Avenue and Westbury Drive. The Westbury Way subdivision is depicted on the Cluster Plat of the Westbury Way Subdivision, Phases I & II, as recorded in PB 85 PG 25 and PB 100 Pg 20 of the Guilford County Register of Deeds Office. Also included is the western half of the former Dade Street right-of-way that was abandoned under Street Abandonment Case 14-10 (SA-14-10) and recorded in DB7668 PG731. The parcels in this subdivision are also known as Guilford County Tax Parcels 206670, 206671, 206672, 206673, 206674, 206675, 206676, 206677, 206678, 206679, 206680, 206681, 206682, 206683, 206684, 206685, 206686, 206687, 206688, 206689, 206690, 206691, 206692, 206693, 206694, 206695, 206696, 206697, 206698, 206699, 206700, 206701, 206702, 206703, 206704, 206705, 206706, 206707, 206708, 206709, 206710, 206711, 206712, 206713, 206714, 206715, 206716, 206717, 206718, 206719, 206720, 206721 and 206722.

SECTION 2

Area B

That the Official Zoning Map of the City of High Point be amended to establish the following described area as: **Residential Multifamily - 16 (RM-16) District.** An approximate 8.188 acre parcel lying along the east side of S. Scientific Street, approximately 700 feet south of Sherrill Avenue. The parcel is addressed as 715 S. Scientific Street and also known as Guilford County Tax Parcel 186066. Also included is an approximate 1.001 acre parcel lying south of the intersection of Sherrill Avenue and Dade Street. The parcel is addressed as 3018 Sherrill Avenue and also known as Guilford County Tax Parcel 186085. These parcels are depicted as Lots 13 and 17 of the Final Plat of Evermore Estate, as recorded in PB 87 PG 16 of the Guilford County Register of Deeds Office.

SECTION 3

Area C

That the Official Zoning Map of the City of High Point be amended to establish the following described area as: **Residential Single Family – 5 (R-5) District.** All of Guilford County Tax Parcels 185929, 185930 and 185931. These parcels are depicted on the map of W. F. Smith Subdivision, Block A, Lots 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22, as recorded in PB 16 PG 21 of the Guilford County Register of Deeds Office

SECTION 4

Area C

That the Official Zoning Map of the City of High Point be amended to establish the following described area as: **Residential Single Family – 5 (R-5) District.** All of Guilford County Tax Parcel 182322. This parcel is depicted as New Lot C1 on Revision No. 2 of Exclusion Map for Billy Long & Joann as recorded in PB 144 PG 67 of the Guilford County Register of Deeds Office

SECTION 5

Area C

That the Official Zoning Map of the City of High Point be amended to establish the following described area as: **Residential Multifamily - 16 (RM-16) District.** All of Guilford County Tax Parcel 185932. This parcel is depicted as New Lot C1 on Revision No. 2 of Exclusion Map for Billy Long & Joann as recorded in PB 144 PG 67 of the Guilford County Register of Deeds Office.

SECTION 6

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 7

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

SECTION 8.

This ordinance shall become effective upon the date of adoption.

Adopted by the City Council
City of High Point, North Carolina
The 15th day of August, 2022

By: _____

Jay W. Wagner, Mayor

ATTEST:

Mary S. Brooks, Interim City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Approval of Minutes

From: Mary S. Brooks
Interim City Clerk

Meeting Date: August 15, 2022

Public Hearing: No

Advertising Date /
Advertised By: N/A-

Attachments: Yes

PURPOSE:

Minutes to be approved.

BACKGROUND:

N/A

BUDGET IMPACT:

N/A

RECOMMENDATION / ACTIONS REQUESTED:

Approval of the following minutes:

July 12, 2022, Community Development Committee Meeting Minutes @ 4:00 p.m.

July 14, 2022, Finance Committee Meeting Minutes @ 4:00 p.m.

July 18, 2022, Special Meeting Minutes @ 4:00 p.m.

CITY OF HIGH POINT

AGENDA ITEM



Title: New Position Request – Compliance Officer

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

Meeting Date: February 7, 2022

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: N/A

PURPOSE:

The Community Development & Housing Department has reached the program capacity and staffing demand for a Compliance Officer. There has been more emphasis and attention placed on monitoring and review by our federal and state agencies. Funding for block grant type programs and the use of such funds has come under more scrutiny, which in turn has impacted our processes and procedures locally. Therefore, we must be more conscientious in administering our programs, and maintaining regulatory compliance to avoid financial exposure or liability for the City.

BACKGROUND:

At the direction of City Council, the Community Development & Housing Department program files, software systems, processes and procedures were reviewed and assessed by an outside legal firm. The results from that review include the recommendation for creation of a position dedicated to program compliance.

BUDGET IMPACT:

Funding for the position in the amount of \$20,050 are available in the FY 21-22 budget. Future funding will be included in the FY 2023 budget.

RECOMMENDATION / ACTION REQUESTED:

The Community Development & Housing Department recommends approval of the new Compliance Officer position and that the necessary funding be appropriated.

CITY OF HIGH POINT

AGENDA ITEM



Title: Westside WWTP Mechanical Coarse Bar Screen
JWC Environmental

From: Robby Stone – Public Services Director
Derrick Boone – Asst. Director Public Services

Meeting Date: August 15, 2022

Public Hearing: No

Advertising Date: N/A

Advertised By: N/A

Attachments: Attachment A – Quote

PURPOSE:

For the sole source purchase of a replacement mechanical coarse bar screen at the headworks of the Westside Wastewater Treatment Plant.

BACKGROUND:

A mechanical coarse bar screen operates continuously removing rags, sticks, plastic, and other large items from raw wastewater, thereby preventing possible damage to the downstream influent pumps. The existing mechanical coarse bar screen was installed at the Westside WWTP as part of the phase I upgrade, which was completed in 2010. This is the only mechanical coarse bar screen at the Westside WWTP, and it has been rebuilt multiple times. The MCR (Monster Chain and Rake) Continuous Chain and Rake screen is an exact replacement of the existing mechanical coarse bar screen and will fit into the existing channel without any modifications. This purchase will allow the Westside WWTP to have a spare mechanical coarse bar screen available on site in the event there is a failure.

BUDGET IMPACT:

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

RECOMMENDATION / ACTION REQUESTED:

City Council is requested to approve a sole source purchase of \$147,565 (\$143,065 + \$4,500 shipping estimate) to JWC Environmental.



The existing mechanical coarse bar screen at the Westside WWTP being removed for maintenance.



A newer model of the MCR – Continuous Chain & Rake Screen



JWC Environmental
2850 S. Red Hill Ave. Suite 125
Santa Ana, CA 92705
Phone: 949.833.3888
Toll Free: 800.331.2277
Fax: 714.242.0240
Page: 1

Quote #

59309RevA

Please address Purchase Orders to:

JWC Environmental
2850 S. Red Hill Ave. Suite 125
Santa Ana, CA 92705
USA
Fax: 714.242.0240

To City of High Point

Rep
Phone

Heyward NC
704-583-2305 ext 917

We thank you for your inquiry and are pleased to quote pricing and delivery on the equipment listed below. This quotation is subject to terms and conditions listed on the JWC Environmental "Terms and Conditions" page, and any comments and exception listed below.

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Project	High Point, NC	Bid Date	
Quote Date	06/23/2022	FOB	Origin
Submittals	8 weeks after receipt of order	Expire Date	09/25/2022
Ship Equipment	18 weeks after approval/release	Terms	Net 30 Days
Consulting Engineer			
Spec. Section			

LINE ITEMS

Line No	Qty	Part/Description
1	1	Screen System MCR (Monster Chain & Rake) Continuous Chain & Rake screen suitable for handling up to 30 mgd in a channel 6' wide X 8' deep with 16' discharge height . Scope of supply to include: * Bar rack with 1" clear spacing at 75° with stainless steel lifting rakes, XPFC 230-460v/3ph/60Hz main motor (1750 rpm) and reducer, 150mm pitch main chains with a breaking load of 16000 lbf ea, wiper, screenings discharge plate to an existing conveyor, assembly fasteners, 304L stainless steel general construction. With: * Motor space heater * Zero speed switch
2	3	O&M MANUALS HARD COPY
3	1	Start-up Assistance & Training 1 day by JWC factory trained personnel.
4	1	Warranty Manufacturer's standard 1 year warranty.
5	1	SHIPPING & HANDLING

Price \$143,065.00

Clarification

1. See attached standard JWC Terms and Conditions of Purchase.

Exclusions

Unless specifically stated above, this quotation does not include installation, bonds, sales taxes, use taxes, disconnect switches, anchor bolts, hydraulic fluid, mounting frames, guide rails, field wiring, spare parts, or special tools.



JWC Environmental
2850 S. Red Hill Ave. Suite 125
Santa Ana, CA 92705
Phone: 949.833.3888
Toll Free: 800.331.2277
Fax: 714.242.0240
Page: 3

Quote # 59309RevA

JWC ENVIRONMENTAL TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 1/2% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Seller documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Seller's until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America

DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Seller's determination

PRICES

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Seller's. Product must be returned to Seller at Buyer's expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Products use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors, the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

CONFIDENTIAL INFORMATION

Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

CHANGES IN PRODUCTS

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY

This agreement is entered into in Costa Mesa, California. This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of California. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.

ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products under "Limited Warranty" above,



JWC Environmental
2850 S. Red Hill Ave. Suite 125
Santa Ana, CA 92705
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Toll Free: 800.331.2277
Fax: 714.242.0240

Quote # 59309RevA

Page: 4

any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject to all of the limitations on liability and other related terms and conditions set forth in this agreement.

EXCLUSIVE TERMS AND CONDITIONS

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATION, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HERewith CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN.

F360JWCE0107

Financial Services
Purchasing Division



Requisition #

CITY OF HIGH POINT
SOLE SOURCE JUSTIFICATION FORM
(For Items Costing \$10,000.00 or More)
Statutory Reference N.C.G.S. 143-129(e)6

Vendor:

Item(s):

Justification:

There is only one functioning bar screen on site, and if the screen is taken offline for servicing or repair, large debris will pass through the system and possibly damage pumps, clog piping, and impact other areas of the treatment process.

Estimated expenditure for the above item(s):

Accounting Unit and Account(s):

CHECK ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE.
ATTACH A MEMO CONTAINING JUSTIFICATION AND SUPPORT DOCUMENTATION.

1. ☐ Performance or price competition for a product are not available.
2. ☒ A needed product is available from only one source of supply.
3. ☒ Standardization or compatibility is the overriding consideration.
4. ☒ The parts/equipment are required from this source to permit standardization.
5. ☐ None of the above applies. A detailed explanation and justification for this sole source request is contained in attached memo and support documentation.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the material or service described in this sole source justification be authorized as a sole source for the material or service.

Department Head/Authorized Personnel Digitally signed by Robby D. Stone
Date: 2022.08.05 08:06:03 -04'00'

Department/Division Date

APPROVAL PROCESS

Purchasing Manager Digitally signed by Erik S. Conti
Date: 2022.08.05 09:16:20 -04'00'

Financial Services Director Digitally signed by Bobby Fitzjohn
Date: 2022.08.05 10:21:08 -04'00'

City Council (\$30,000 – Up)

CITY OF HIGH POINT

AGENDA ITEM



Title: Purchase of Warehouse Stock – 35’ Black Aluminum Poles

Bid # 07-072922

From: Tyler Berrier, Electric Utilities Assistant Dir.

Meeting Date: August 15, 2022

Public Hearing: N/A

Advertised By: N/A

Attachments: Attachment A: Formal bid Recommendation
Attachment B: Bid Tabulation

PURPOSE:

To purchase 35’ black aluminum poles that are commonly used by the Electric Utilities Department. Replenish warehouse stock.

BACKGROUND:

The City normally stocks these items in inventory.

BUDGET IMPACT:

Funds are included in the current operating budget to cover this material purchase.

RECOMMENDATION / ACTION REQUESTED:

City Staff has reviewed the bid submittal and evaluated the information provided. Staff is recommending that the bid for these poles be awarded to WESCO Distribution, Inc. for \$117,600. WESCO Distribution was the lowest qualified bidder of the 2 bids received by the Purchasing division.



BIDDERS LIST & TABULATION

FORMAL BID #07-072922 – BLACK ALUMINUM POLE WHS# 4226					
VENDOR NAME & ADDRESS	ITEM #	QTY.	UNIT PRICE (UOM=EA)	TOTAL PRICE	DLVRY. A.R.O.
IRBY P.O. BOX 7457 ROCKY MOUNT, NC 27804	4226	60	N/Q	N/Q	N/A
TECHNOLOGY INTL, INC 1349 S. INTL PKWY LAKE MARY , FL 32746	4226	60	\$2,270.00	\$136,200.00	30 WKS
SHEALY ELECTRICAL P.O. BOX 8597 COLUMBIA, SC 29202	4226	60	N/Q	N/Q	N/A
WESCO 3025 STONYBROOK DR. RALEIGH, NC 27604	4226	60	\$1,960.00	\$117,600.00	16-20 WKS

*Bids emailed



**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: Property Acquisition - 203, 203 R1, and 205 Knollwood Drive

From: JoAnne Carlyle, City Attorney

Meeting Date: Monday, August 15, 2022

Public Hearing: Not Required

Advertising Date:

Advertised By:

Attachments: Map

PURPOSE:

Purchase of three properties located at 203, 203 R1, and 205 Knollwood Drive, Jamestown, NC needed for the City Lake Dam Restoration Project.

BACKGROUND:

The City Lake Dam Restoration Project is a proposed project to repair and restore the 100 year-old dam at the High Point City Lake. The owner negotiated an offer of \$538,000 for the properties, which includes their attorney fees and their appraisal fees.

BUDGET IMPACT:

A capital project ordinance appropriating the acquisition cost is included with this item. Revenue bonds associated with this ordinance are estimated to be issued in FY 2023-24 in accordance with the capital financing plan. Debt service payments will be paid from water and sewer revenues.

RECOMMENDATION / ACTION REQUESTED:

1. Staff recommends approval and asks for the Council authorization to proceed with the purchase of the properties for \$538,0000 as requested.
2. The Public Services and Financial Services Departments recommends and asks the City Council to approve the capital project ordinance for the property purchases for the City Lake Dam Restoration Project.

"AN CAPITAL PROJECT ORDINANCE AMENDMENT
OF THE CITY OF HIGH POINT, NORTH CAROLINA FOR THE
ACQUISITION OF PROPERTY FOR THE CITY LAKE DAM UPGRADE PROJECT

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

- Section 1. This project is for purchase of three properties needed for the City Lake Dam Restoration project, which will repair and restore the 100-year-old dam at High Point City Lake. The Project will be paid by proceeds from water and sewer revenue bonds.
- Section 2. The following revenue is available to the City of High Point:
- | | |
|-----------------------|-----------|
| Revenue Bond Proceeds | \$550,000 |
|-----------------------|-----------|
- Section 3. The following amounts are appropriated for the Project:
- | | |
|------------------|-----------|
| Land Acquisition | \$550,000 |
|------------------|-----------|
- Section 4. The Financial Services Director is hereby directed to maintain a Capital Project with sufficient detail accounting records to allow compliance with G.S. 159-28 Budgetary accounting for appropriations
- Section 5. Copies of this capital project ordinance shall be made available to the City Manager and the Financial Services Director for direction in carrying out this project."

Adopted by High Point City Council, this the 15th day of August 2022

Mayor, Jay W. Wagner

ATTEST

Mary Brooks,
Interim City Clerk



HIGH POINT
CITY LAKE



THE INFORMATION ON THIS MAP WAS
PREPARED USING DATA FROM THE
CITY OF HIGH POINT GIS SYSTEM

CITY OF HIGH POINT
NORTH CAROLINA
ENGINEERING SERVICES DEPARTMENT

"PURCHASE OF PROPERTY FOR DAM PROJECT"
203 KNOLLWOOD DRIVE, JAMESTOWN
203-R1 KNOLLWOOD DRIVE, JAMESTOWN (PART OF THE PARCEL IS OVER THE DAM)
205 KNOLLWOOD DRIVE, JAMESTOWN

SCALE: 1" = 100'

BY: JKF

PROJECT: 2575

DATE: JULY 2022

CITY OF HIGH POINT

AGENDA ITEM



Title: Condemnation – 302 Montlieu Ave.

From: JoAnne Carlyle, City Attorney

Meeting Date: Monday, February 7, 2021

Public Hearing: No

Advertising Date: NA

Advertised By: NA

Attachments: Resolution & Map

PURPOSE/BACKGROUND:

Consideration for the adoption a Resolution Authorizing Condemnation to to begin condemnation proceedings for a temporary construction easement on a portion of the property described in Deed Book 3697, at Page 2032 of the Guilford County Registry located at 302 Montlieu Avenue (302 Qubein Avenue) needed for the Montlieu Avenue Improvement Project.

BACKGROUND:

Representatives of the City of High Point have been unable to acquire the needed property by negotiated conveyance. If the City Council adopts this Resolution, the City is required to give a thirty (30) day notice to the affected property owner and any other persons or entities having an “interest” in the property, of the intent to file condemnation action. At the end of the thirty (30) day notice period, the City can file the condemnation action and deposit its estimate of just compensation with the Guilford County Clerk of Superior Court.

BUDGET IMPACT:

The City has estimated the amount of \$541.00 to be just compensation for the property.

RECOMMENDATION / ACTION REQUESTED:

The City Attorney recommends adoption of the Resolution authorizing the City Attorney to give a 30 day Notice of Condemnation to the property owner, to file the necessary proceedings under Chapter 40A of the North Carolina General Statutes, and to authorize the Finance Director to issue a draft in the amount of \$541.00 to the Clerk of Superior Court as just compensation to the property owner.

**RESOLUTION AUTHORIZING CONDEMNATION TO ACQUIRE A CERTAIN
PORTION OF PROPERTY IN CONNECTION WITH THE MONTLIEU AVENUE
IMPROVEMENT PROJECT**

WHEREAS, the City Council of the City of High Point hereby determines that it is necessary and in the public interest to acquire a temporary construction easement located at 302 Montlieu Avenue (Quebein Avenue), High Point, Guilford County, North Carolina.

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

WHEREAS, it is deemed in the best interest of the City that the City Attorney be authorized to institute civil proceedings to condemn said property and that the Director of Finance issue a draft to the Clerk of Superior Court as just compensation to the owner in the amount of \$541.00;

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

1. the City of High Point shall acquire the property at issue;

title to a that certain property located 302 Montlieu Avenue (Quebein Ave.), High Point, Guilford County, described in Deed Book 3697, Page 23032 of the Guilford County Registry.
2. the City Attorney of the City of High Point is hereby directed to institute the necessary proceedings under Chapter 40A of the North Carolina General Statutes to acquire the said property;
3. the Director of Finance is hereby authorized to issue a draft in the amount of \$541.00 to the Clerk of Superior Court as just compensation to said owners.

Adopted by City Council, the 7th day of February, 2022.

Mayor Jay W. Wagner

Lisa B. Vierling City Clerk

NOTES:

1. SITE IS SUBJECT TO ALL EASEMENTS, R/W AND AGREEMENTS OF RECORD PRIOR TO THE DATE OF THE SURVEY.
2. ALL DISTANCES ARE HORIZONTAL GROUND, UNLESS OTHERWISE NOTED
3. ALL BEARINGS ARE GRID BEARINGS.
4. AREA COMPUTED BY COORDINATE GEOMETRY.

GPS TIE

Class of survey: Class A
 Positional accuracy: 0.10'
 Type of GPS (or GNSS) field procedure: NC VRS
 Date(s) of survey: FEB 12, 2020
 Datum/Epoch: NAD 83 (2011)
 Published/fixed control: VRS
 Geoid model: (12A)
 Combined grid factor: 0.99991236618210
 Units: U.S. Feet

C.S.F. - 0.99991236618210
 GRID NORTH NAD 83

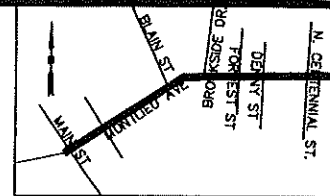
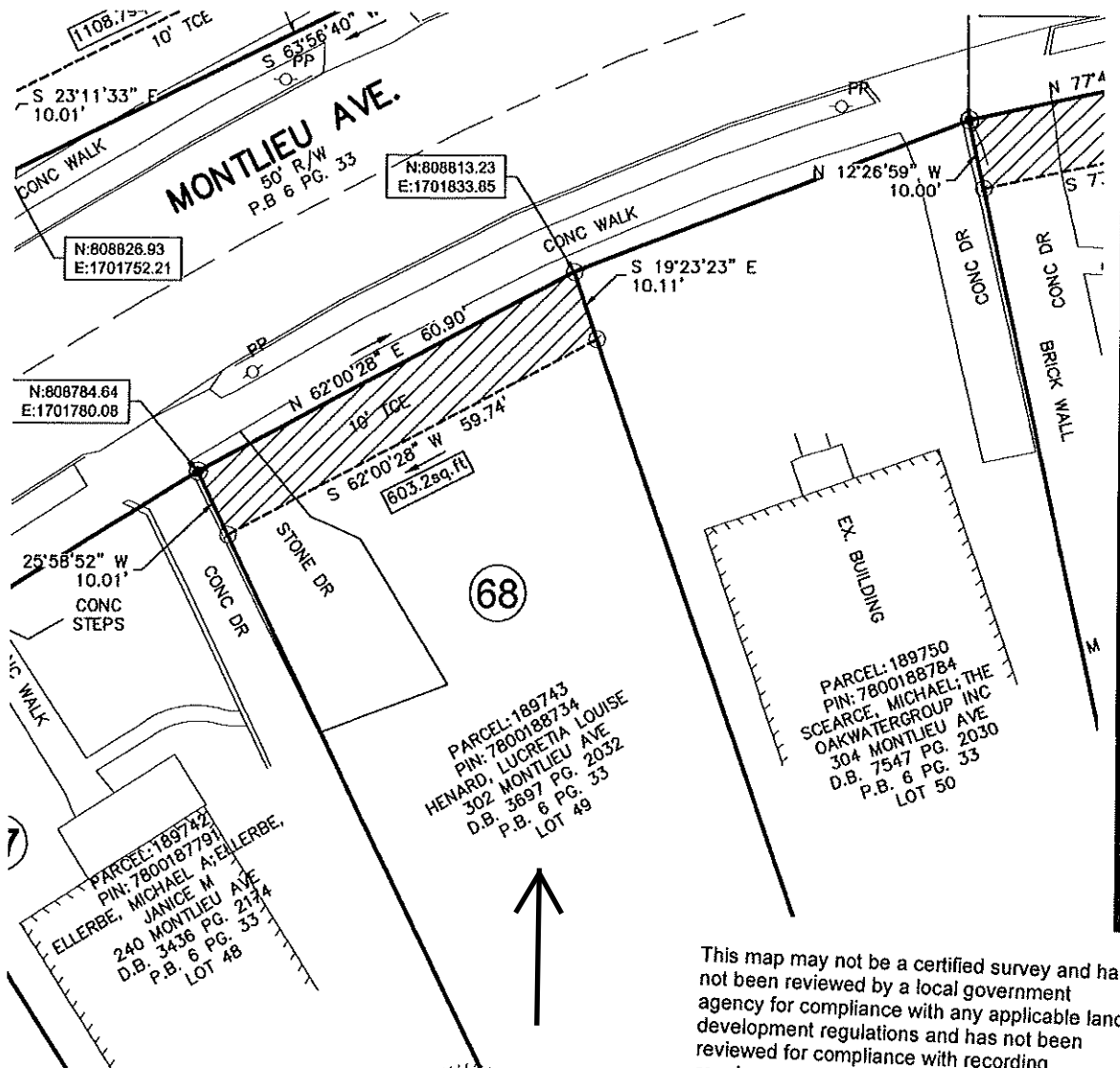


EXHIBIT A



This map may not be a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats

LEGEND

- TCE TEMPORARY CONSTRUCTION EASEMENT
- EXISTING IRON PIPE
- FIRE HYDRANT
- POWER POLE
- ⊗ EASEMENT POINT
- DEED/PLAT LINE
- EASEMENT LINE

I certify that this map was drawn under my supervision from an actual survey made under my supervision (deed description recorded in SEE, page REF or other reference source), that the boundaries not surveyed are indicated as drawn from information in Book _____, page _____, or other reference source, and that the ratio of precision or positional accuracy is 10,000 +; and that this map meets the requirements of The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56.1600).

Seal

Professional Land Surveyor

TEMPORARY CONSTRUCTION EASEMENT
 FOR THE CITY OF HIGH POINT
 PARCEL: 189743
 HENARD, LUCRETIA LOUISE
 302 MONTLIEU AVE
 CITY OF HIGH POINT-HIGH POINT TOWNSHIP
 DATE: 12/3/20 PROJECT NO: 20-14

SGROI LAND SURVEYING, PLLC.
 145 W. PARRIS AVE., SUITE 101
 HIGH POINT N.C. 27662
 336-885-1366
 COMPANY REGISTRATION P-0136

CITY OF HIGH POINT

AGENDA ITEM



Title: 2022 Urgent Repair Program Policies

From: Thanena Wilson, Interim Director
Community Development & Housing

Meeting Date: August 15, 2022

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: URP22 Procurement and Disbursement Policies
URP22 Assistance Policy

PURPOSE:

As part of the Post Approval Documentation (PAD) packet for the Urgent Repair Program (URP), approval of Procurement and Disbursement Policies for contractors, and an Assistance Policy for homeowners is required by the North Carolina Housing Finance Agency (NCHFA).

BACKGROUND:

The City of High Point was awarded \$68,000 through the URP22 cycle. NCHFA requires URP grant recipients to annually adopt policies and procedures defining procurement and assistance protocols.

BUDGET IMPACT:

N/A. Funding for Urgent Repair Program (URP)22 is included in 2022-23 Annual Action Plan.

RECOMMENDATION / ACTION REQUESTED:

The Community Development and Housing Department recommends approval of the URP22 Procurement and Disbursement Policies and the URP22 Assistance Policy, and that the appropriate City official and/or employee be authorized to execute all necessary documents.



Assistance Policy Urgent Repair Program – 2022 Cycle

What is the Urgent Repair Program? The City of High Point has been awarded \$68,000 by the North Carolina Housing Finance Agency (“NCHFA”) under the 2022 cycle of the Urgent Repair Program (“URP22”). The City shall contribute an additional \$10,000 from General Funds that are allocated toward affordable housing on an annual basis to supplement URP22 project activities. This program provides funds to assist very-low and low-income households with special needs in addressing housing conditions which pose imminent threats to their life and/or safety or to provide accessibility modification and other repairs necessary to prevent displacement of very-low and low-income homeowners with special needs such as frail elderly and persons with disabilities. A total of six households are projected to be assisted under URP22.

This Assistance Policy describes who is eligible to apply for assistance under URP22, how applications for assistance will be received, what the form of assistance is and how the repair/modification process will be managed. The City has made every effort to design this URP22 project to be fair, open, and consistent with the City’s approved application for funding and with NCHFA’s URP Program Guidelines.

The funds provided by NCHFA come from the North Carolina Housing Trust Fund.

Eligibility: To be eligible for assistance under URP22 applicants must meet the following requirements.

- 1) Must reside within the City of High Point and own and occupy the home in need of repair.
- 2) Must have a household income which does not exceed 50% of the State median income for the household size (see income limits below).
- 3) Must have one or more fulltime household members with special needs (i.e., be elderly (≥ 62 years old), handicapped or disabled, a single parent household with at least one dependent child in residence, a large family with ≥ 5 household members, a household with a child below the age of six with lead hazards present or a military veteran who was discharged or released under conditions other than dishonorable).

- 4) Must have urgent repair needs, which cannot be met through other state or federally- funded housing assistance programs.

**URP22 Income Limits
(Statewide non-Metro) ***

<i>Number in Household</i>	<i>30% of Median Income (very low income)</i>	<i>50% of Median Income (low income)</i>
1	\$16,650	\$27,750
2	\$19,000	\$31,750
3	\$21,400	\$35,700
4	\$23,800	\$39,650
5	\$25,700	\$42,850
6	\$27,600	\$46,000
7	\$29,500	\$49,200
8	\$31,400	\$52,350

**Income limits are subject to change based on annually published HUD income limits.*

Outreach Efforts of the Urgent Repair Program: The City of High Point will advertise or publish an article about the Urgent Repair Program in the local newspaper serving the City (The High Point Enterprise), at senior centers throughout the City, with veteran's organizations that serve City residents, and on the City's website.

Selection of applicants: The City shall select recipients on a first-come, first-served basis based on applications received from eligible applicants. NOTE: For a true emergency (e.g., tree falls on roof, sewer backup, etc.), the application and eligibility assessment shall be expedited, and work shall begin as soon as feasibly possible (see paragraph 10 of the Procurement Policy for more information).

The NCHFA Program guidelines require that a minimum of 50% of the households assisted must have incomes which are less than 30% of the area median income for the household size, and no household with an income exceeding 50% of the area median income will be eligible. This guideline will be adhered to strictly and will be a key factor in selection of those households served under the grant.

Recipients of assistance under the URP22 will be chosen by the above criteria without regard to race, creed, sex, color, or national origin.

The definitions of special needs' population under the URP22 are as follows:

- Elderly: An individual aged 62 or older.
- Disabled: A person who has a physical, mental or development disability that greatly limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment.
- Large Family: A large family household is composed of five or more individuals, with at least four being immediate family members.

- Head of Household: The person or persons who own(s) the house.
- Household Member: Any individual who is an occupant (defined below) of the unit to be rehabilitated shall be considered a “household member” (the number of household members will be used to determine household size and all household members are subject to income verification).
- Occupant: An occupant is defined as any immediate family member (mother, father, spouse, son/daughter of the head of the household, regardless of the time of occupancy); or non-immediate family member who has resided in the dwelling at least three months prior to the submission of the family’s application.
- Lead hazards: A child below the age of six with lead hazards in the home.
- Veteran: A person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable.
- Emergency: A situation where a household member has an immediate threat of being evicted or removed from a home due to health or safety issues within a time frame that the program can complete a repair to stop eviction or removal.

Client Referral and Support Services: Many homeowners assisted through the Urgent Repair Program may also need other services. When City staff meet the homeowner during the intake and work write-up process, they will discuss the resources and programs available in the City and provide pamphlets and agency contact information when appropriate.

What is the form of assistance under URP22? The City will provide assistance to homeowners, whose homes are selected for repair/modification in the form of a loan. Homeowners will receive an unsecured deferred, interest-free loan, forgiven at a rate of \$3,000 per year, until the principal balance is reduced to zero.

What is the amount of the loan? The amount of the loan will depend on the scope of work necessary to address the identified imminent threats to life and/or safety, and that will be determined by the City’s Project Manager. There is no minimum to the amount of the loan; however, the maximum life-time limit in accordance with URP22 guidelines is \$12,000.

What kinds of work will be done? Only repairs that alleviate housing conditions which pose an imminent threat to the life and/or safety of occupants of the dwelling unit or accessibility modifications will be performed under the City’s URP. It should be noted that all deficiencies in a home may not be rectified with the available funds.

All work that is completed under URP22 must meet or exceed NC State Residential Building Code standards and be done in compliance with all state or local permitting, inspections, licensing and insurance requirements.

Who will do the work on the homes? The City is obligated under URP22 to ensure that quality work is done at reasonable prices and that all work is contracted through a fair, open and competitive process. To meet those very difficult requirements, the City will invite bids from contractors who are part of an approved contractors’ list, as well as from vendors provided

through lists from the City's Purchasing Division. Please request a copy of the City's Procurement and Disbursement Policy for further information.

A minimum of three approved contractors will be invited to bid on each job, and the lowest responsive and responsible bidder will be selected for the contract. "Responsive and responsible" is described in the Procurement and Disbursement Policy. Every effort will be made to secure at least three bids; however, in a case when this is not possible, the City's Purchasing Policy will be followed.

Should fewer than three (3) bids be received, the Project Manager may move forward in awarding the project to a responsive and responsible bidder.

The City has an existing approved contractors' list for its existing rehabilitation programs. We encourage other contractors to apply, particularly minority and women-owned businesses. A contractor or vendor can apply through the following process:

- 1) Fill out a contractor's questionnaire form which includes references, financial information, and recent jobs completed (contact: Billy Caudle @ 336-883-6007).
- 2) Provide appropriate documentation, including licenses and liability insurance.

The City of High Point is an equal opportunity employer, implements non-discriminatory practices in its procurement/disbursement and will make special outreach efforts to include minority and women-owned enterprises (M/WBE) within its contractor and subcontractor pool.

What are the steps in the process, from application to completion? Now that you have the information about how to qualify for the City of High Point's URP22, what work can be done, and who will do it, let's go through all the major steps in the process:

- 1) **Completing an Application form:** Homeowners who wish to apply for assistance should call (336) 883-3349 or visit the City's website at www.highpointnc.gov/cd. Proof of ownership and income will be required. Those who have applied for housing assistance from the City in the past will not automatically be reconsidered. A new application will need to be submitted.
- 2) **Screening of applicants:** Household income will be verified for program purposes only (information will be kept confidential). Ownership of property will be verified along with other factors.
- 3) **Preliminary inspection:** The City's Project Manager will visit the homes of applicants to determine the need and feasibility of repairs/modifications.
- 4) **Applicant interviews:** Approved applicants will be provided detailed information on assistance, program repair/modification standards and the contracting procedures associated with their project at this informational interview.

- 5) **Work write-up:** The City's Project Manager will visit the home again for a more thorough inspection. All areas of the home must be made accessible for inspection, including the attic and crawlspace, if any. The owner should report any known problems such as electrical short circuits, blinking lights, roof leaks and the like. The Project Manager will prepare complete and detailed work specifications (known as the "work write-up"). The Project Manager shall review the work write-up with the homeowner and obtain written acceptance of the work write-up from the homeowner. A final cost estimate will also be prepared by the Project Manager and held in confidence until bidding is completed.
- 6) **Bidding:** The work write-up and bid documents will be sent to a minimum of three contractors on the Approved Contractors' Registry, or from lists provided by the Purchasing Division, who will be given one week in which to inspect the property and prepare bid proposals. Each will need access to those areas of the house, in which work is to be performed, in order to prepare a bid. Bids will be opened in the City's Community Development & Housing Department.
- 7) **Contractor selection:** Within 24 hours of the bid opening, after review of bid breakdowns and timing factors, the winning bidder will be selected. All bidders and the homeowner will be notified of (1) the selection, (2) the amount, (3) the amount of the City's cost estimate, and (4) if other than the lowest bidder is selected, of the specific reasons for the selection.
- 8) **Execution of loan and contract:** The loan will be executed as well as the repair/modification contract. This contract will be between the contractor and the homeowner, with the City serving as the homeowner's agent. The total loan amount of URP22 funds will never exceed \$12,000 for project hard costs.
- 9) **Pre-construction conference:** A pre-construction conference will be held at the home. At this time, the homeowner, contractor and program representatives will discuss the details of the work to be done. Starting and ending dates will be agreed upon, along with any special arrangements such as weekend or evening work hours and disposition of items to be removed from the home (such as old plumbing, etc.). Within 24 hours of the pre-construction conference, the City will issue a "proceed order" formally instructing the contractor to commence by the agreed-upon date. NOTE: A "proceed order" will not be issued until the contract between the contractor and the homeowner has been executed.
- 10) **Construction:** The contractor will be responsible for obtaining any required building permits for the project before beginning work. The permit must be posted at the house during the entire period of construction. Program staff will closely monitor the contractor during the construction period to make sure that the work is being done according to the work write-up (which is made a part of the rehabilitation contract by reference) and in a timely fashion. The Project Manager will inspect new work for compliance with the State Building Code as required by the guidelines of URP22. The homeowner will be responsible for working with the contractor toward protecting personal property by clearing work areas as much as practicable.

- 11) **Change Orders:** All changes to the scope of work must be reduced to writing as a contract amendment ("change order") and approved by all parties to the contract: the owner, the contractor, the Project Manager, the City's Community Development and Housing Director (or his/her designee), and the City Manager (or his/her designee). If the changes require an adjustment in the loan amount, a loan modification stating these changes in the contract amount must be completed by the City and executed by the owner. If the changes result in a decrease in the loan amount, an estoppel informing the homeowner of these changes in the contract amount will be completed by the City and conveyed to the owner.
- 12) **Payments to contractor:** The contractor will be paid following the inspection and satisfactory completion of all items on the work write-up as well as the receipt by the City of the contractor's invoice and a release of liens, signed by all sub-contractors employed on the job and by all material suppliers from whom materials for the job were purchased. Please request a copy of the City's Procurement and Disbursement Policy for further information.
- 13) **Post-construction conference:** Following construction the contractor and the Project Manager will sit down with the homeowner one last time. At this conference the contractor will turn over all owner's manuals and warranties on equipment. The contractor and Project Manager will go over operating and maintenance requirements for any new equipment installed and discuss general maintenance of the home with the homeowner. The homeowner will have the opportunity to ask any final questions about the work.
- 14) **Closeout:** Once each item outlined in paragraph 12 above has been satisfied and the homeowner has signed a Certificate of Satisfaction, the job will be closed out.

What are the key dates? If, after reading this document, you feel that you qualify for this program and wish to apply, please keep the following dates in mind:

- Applications shall be available to the public starting on the date the NCHFA URP22 Funding Agreement is executed. It is anticipated that the execution of the Funding Agreement will occur on or about September 23, 2022.
- Resources for this program shall be available through December 31, 2023 or when total resources have been spent, whichever occurs first.

How do I request an application? Please contact:

April Jones, Administrative Coordinator
City of High Point, Community Development and Housing Department
211 S. Hamilton Street, Room 312
High Point, NC 27260
336-883-3348 OR april.jones@highpointnc.gov

Is there a procedure for dealing with complaints, disputes and appeals? Although the application process and repair/modification guidelines are meant to be as fair as possible, the City of High Point realizes that there is still a chance that some applicants or participants may feel that they are not treated fairly. The following procedures are designed to provide an avenue for resolution of complaints and appeals.

During the application process:

- 1) If an applicant feels that his/her application was not fairly reviewed and would like to appeal the decision made about it, he/she should contact Thanena Wilson, Assistant Community Development & Housing Director, within five days of the initial decision and voice their concern. If the applicant remains dissatisfied with the decision, the detailed complaint should be put into writing.
- 2) A written appeal must be made within 10 business days of the initial decision on an application.
- 3) The City of High Point will respond in writing to any complaints or appeals within 10 business days of receiving written comments.

During the repair/modification process:

- 1) If the homeowner feels that repairs or modifications are not being completed according to the contract, he/she must inform the contractor and the Project Manager.
- 2) The Project Manager will inspect the work in question. If he finds that the work is not being completed according to the contract, the Project Manager will review the contract with the contractor and ask the contractor to remedy the problem.
- 3) If problems persist, a mediation conference between the homeowner and the contractor may be convened by the Project Manager and facilitated by the City's Community Development and Housing Director ("Director") or his designee.
- 4) Should the mediation conference fail to resolve the dispute, the Director will render a written final decision.
- 5) If the Project Manager finds that the work is being completed according to the contract, the complaint will be noted, and the Project Manager and the homeowner will discuss the concern and the reason for the Project Manager's decision.

Will the personal information provided remain confidential? Yes. All information in applicant files will remain confidential. Access to the information will be provided only to City employees who are directly involved in the program, the North Carolina Housing Finance Agency and auditors.

What about conflicts of interest? No officer, employee or other public official of the City, or member of the City Council, or entity contracting with the City, who exercises any functions or responsibilities with respect to URP22 shall have any interest, direct or indirect, in any contract or subcontract for work to be performed with program funding, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Relatives of City employees, Council Members and others closely identified with the City, may be approved for rehabilitation assistance only upon public disclosure before the City's Community

Development and Housing Director and written permission from NCHFA.

What about favoritism? All activities under URP22, including the review of applications, inviting bids, selecting contractors and resolving complaints, will be conducted in a fair, open and non-discriminatory manner, entirely without regard to race, color, religion, national origin, sex, familial status and disability.

Who can I contact about URP22? Any questions regarding any part of this application or program should be addressed to:

Thanena S. Wilson
Assistant Director, CD&H Department
211 S. Hamilton St., Rm. 312
High Point, NC 27260
336-883-3351
thanena.wilson@highpointnc.gov

This Assistance Policy is adopted this _____ day of _____ 2022.

Mayor Jay W. Wagner _____

ATTEST: _____

SEAL

******TO BE PLACED IN PROJECT FILE******

Acknowledgement of Receipt

I acknowledge receipt of a copy of the URP22 Assistance Policy and was provided the opportunity to review the document with City staff.

Owner

Date



City of High Point

Procurement and Disbursement Policies, Amended 2022 URGENT REPAIR PROGRAM

PROCUREMENT POLICY

1. To the maximum extent practical, the City of High Point (City) promotes a fair, open and competitive procurement process as required under North Carolina Housing Finance Agency's Urgent Repair Program (URP). Bids are invited from Contractors who are part of the City's approved contractor registry, or from vendor lists obtained from the City's Purchasing Division. (To be on the registry, a contractor must complete an application, have their recent work inspected, reviewed, and approved by the Project Manager and submit proof of insurance.) Any contractor listed with and approved by the City will receive automatic approval status on the contractor registry.
2. At least three eligible contractors on the City's approved contractor registry shall be invited to bid on each job and the lowest responsive and responsible bidder shall be selected for the contract. "Responsive and responsible" means (a) the contractor is deemed able to complete the work in a timely fashion, (b) that the bid is within 15% on the low end of the City's nominal amount or 15% on the high end of the City's nominal amount and that (c) there is no conflict of interest (real or apparent).

Should fewer than three (3) bids be received, the Project Manager may move forward in awarding the project to a responsive and responsible bidder.

3. Although bid packages may be bundled for multiple job sites, the bids for multiple job sites may be considered separate and apart when awarded and may be awarded to the lowest responsive and responsible bidder(s) for each job site.
4. Bid packages shall consist of an invitation to bid, work write up(s) and bid sheet(s) for each job.

5. Bids must include a cost-per-item breakdown with line-item totals equaling the submitted bid price. Discrepancies must be reconciled prior to a contract being awarded.
6. Any change to the original scope of work must be reduced to writing in the form of a change order to be agreed upon and signed by the Project Manager and all parties to the original contract. The change order must also detail any changes to the original contract price.
7. No work may begin prior to a contract being awarded and executed and a written order to proceed provided to the contractor. In addition, a pre-construction conference and “walk thru” shall be held at the work site prior to commencement of repair work.
8. The City reserves the right to reject any or all bids at any time during the procurement process.
9. In the event of a true emergency, the City reserves the right to waive normal procurement procedures in favor of more expedient methods, which may include seeking telephone quotes, faxed bids, bids via email, and the like. In the event phone bids are used, the City of High Point will call the first three responsive contractors on the approved contractor registry. The City will track who has been called and responsive and will rotate through the list before starting through the rotation again. Should such methods ever become necessary, the transaction will be fully documented.
10. If the nature of a repair is such that the repair can be made during the contractor’s initial inspection, or service for diagnostic call and the repair does not exceed \$1,000, a work write-up or bidding process will not be required. The contractor must, however, provide a quote to the Project Manager prior to commencement of the work. Should this method of repair be used, the transaction will be fully documented, and the Project Manager may use a City procurement card as method of payment.
11. As the work being performed under the URP does not meet the minimum threshold requiring a formal bidding process under North Carolina General Statutes, bids (or quotes) may be mailed, hand delivered in a sealed envelope, or submitted via email as instructed in the bid package. All bids will be opened and viewed publicly at a time and place to be announced in the bid package. All bidders are welcome to attend.
12. The City of High Point is an equal opportunity employer, implements non-discriminatory practices in its procurement/disbursement procedures and will make special outreach efforts to include Minority/Women Business Enterprises (M/WBE) within its contractor and subcontractor pool.

DISBURSEMENT POLICY

1. All repair work must be inspected by (a) the City’s Project Manager, (b) the homeowner, and (c) the code enforcement officer as appropriate for the project prior to any payments to contractors. If all work is deemed satisfactory and all other factors and

written agreements are in order, payment shall be issued upon presentation of an original invoice from the contractor. Contractor should allow 7-10 business days from receipt for processing of the invoice for payment.

2. If any of the work is deemed unsatisfactory, it must be corrected prior to authorization of payment. If the contractor fails to correct the work to the satisfaction of the City's Project Manager, payment may be withheld until the work is deemed satisfactory. (Contractors may follow the City's Urgent Repair Program Assistance Policy complaint process if a dispute occurs; however, contractors shall abide by the final decision as stated in the policy.)
3. The City assures, through this policy, that adequate funds shall be available to pay the contractor for satisfactory work.
4. All contractors, sub-contractors and suppliers must sign a lien waiver prior to disbursement of funds.

The Procurement and Disbursement Policies, as amended, are adopted this the _____ day of _____, 2022.

City of High Point

BY: _____

SEAL

ATTEST: _____

CONTRACTORS STATEMENT:

I have read and understand the attached Procurement and Disbursement Policies.

BY: _____

COMPANY NAME: _____

WITNESS: _____

CITY OF HIGH POINT

AGENDA ITEM



Title: **Annexation 22-04**

(Coggin Real Estate, LLC and Maxie R. Kennedy Jr.)

From: Sushil Nepal,
Planning & Development Director

Meeting Date: August 15, 2022

Public Hearing: Yes

Advertising Date: August 2, 2022

Attachments: A. Staff Report
B. Map
C. Annexation Ordinance

Advertised By: Planning & Development

PURPOSE:

A request by Coggin Real Estate, LLC and Maxie R. Kennedy Jr., for a voluntary contiguous annexation of approximately 146.7 acres. The site is located southeast of the intersection of National Highway and Garcia Kennedy Road, and west of South Road, and also known as Davidson County Tax Parcels 16-312-0-000-0072, 16-312-0-000-0072B, 16-312-0-000-0066 and 16-312-0-000-0067 and Randolph County Tax Parcel 6309.

BACKGROUND:

The staff report and recommendation are enclosed.

BUDGET IMPACT:

Except for water and sewer, municipal services will be available upon the effective date of annexation. Water and sewer will be available in accordance with City policy.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends **approval** of Annexation 22-04.

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

**STAFF REPORT
ANNEXATION 22-04
August 15, 2022**

Request	
Applicant: Coggin Real Estate, LLC and Maxie R. Kennedy Jr	Owners: Coggin Real Estate, LLC and Maxie R. Kennedy Jr.
Proposal: Voluntary contiguous annexation	Effective Date: Upon adoption
	Associated Zoning Case: Zoning Map Amendment ZA-22-18

Site Information	
Location:	The site is located southeast of the intersection of National Highway and Garcia Kennedy Road, and west of South Road
Tax Parcel Number:	Davidson County Tax Parcels 16-312-0-000-0072, 16-312-0-000-0072B, 16-312-0-000-0066 and 16-312-0-000-0067, and Randolph County Tax Parcel 6309
Site Acreage:	Approximately 146.7 acres
Current Land Use:	The site is mostly undeveloped with four single family homes scattered throughout the site.
Current Fire District:	The Davidson County portion of the site is within the Hasty Volunteer Special Fire District. The Randolph County portion of the site is within the Guil-Rand Volunteer Special Fire District.
Proposed Development:	The property owner has a buyer that is proposing to establish an industrial park on the site.
Proposed Unit Type, Number and Average Value:	An approximate 1,180,000 square foot industrial park, consisting of multiple buildings, is proposed to be developed at an approximate cost of \$55,000,000.
Proposed Build-out Schedule:	Approximately 5 – 7 years.
Proposed City of High Point Council Ward:	The proposed annexation site is adjacent to Ward 3 and if annexed will be part of Ward 3.
Physical Characteristics:	The site consists of a mixture of open pasture lands and wooded areas with a moderate to severely sloping terrain. Two perennial streams, which branch off into multiple intermittent streams, impact the northern and southwestern portions of the site. Along the northern-most perennial stream corridor is a corresponding 100-year floodplain that runs parallel to the stream.
Water and Sewer Proximity:	A 16-inch City water line lies adjacent to the site along National Highway. An 18-inch City sewer line runs from east to west through the northern portion of the site. A 12-inch City water line and an 8-inch City sewer line lie adjacent to the site along South Road.

General Drainage and Watershed:	The site drains in a general northwesterly direction and is within the Yadkin Pee-Dee (non-water supply) watershed. Based upon the acreage of the site stormwater control measures will be required.
Overlay District:	None

Adjacent Property Zoning and Current Land Use			
North:	HC	Highway Commercial District	Single family dwelling and undeveloped parcels
	HI	Heavy Industrial District <i>(both within Davidson County)</i>	
South:	R1MO	Mobile Home District	Manufactured housing park Vacant industrial structure
	M-1	Restricted Manufacturing District <i>(both within the City of Thomasville)</i>	
	HI	Heavy Industrial District <i>(Davidson County)</i>	Undeveloped parcel
East:	R-5	Residential Single Family-5 District	Single family dwellings and industrial uses
	HI	Heavy Industrial District	
	LI	Light Industrial District <i>(Randolph County)</i>	
West:	HC	Highway Commercial District	Undeveloped parcels and industrial use
	CU-LI	Conditional Use Light Industrial District	
	RA-3	Rural Agriculture – 3 District <i>(All within Davidson County)</i>	

Transportation Information			
Adjacent Streets:	Name	Classification	Approx. Frontage
	National Highway (NC68) South Road	Major Throughfare	650 ft.
		Minor Throughfare	200 ft.
Vehicular Access:	Via multiple driveway access from Nation Highway and South Road.		

City Department Comment Summary

Comments were not requested for this proposed annexation due to the fact the site abuts the City's corporate limits. Annexation petitions for uses within proximity to existing service areas do not warrant individual department comment.

Details of Proposal

The applicant is requesting annexation to have access to City utilities to facilitate development of an industrial park. This property is situated at the southwestern portion of the of the City's planning area and is designated in the City's Land Use Plan for Light Industrial and Heavy Industrial uses.

This annexation petition represents a logical progression of the City's annexation policy for this area as the proposed annexation site abuts the City's corporate limits and City services and service vehicles are already present in this area. The annexation of this parcel will not negatively impact the City's ability to provide services in this area.

Report Preparation

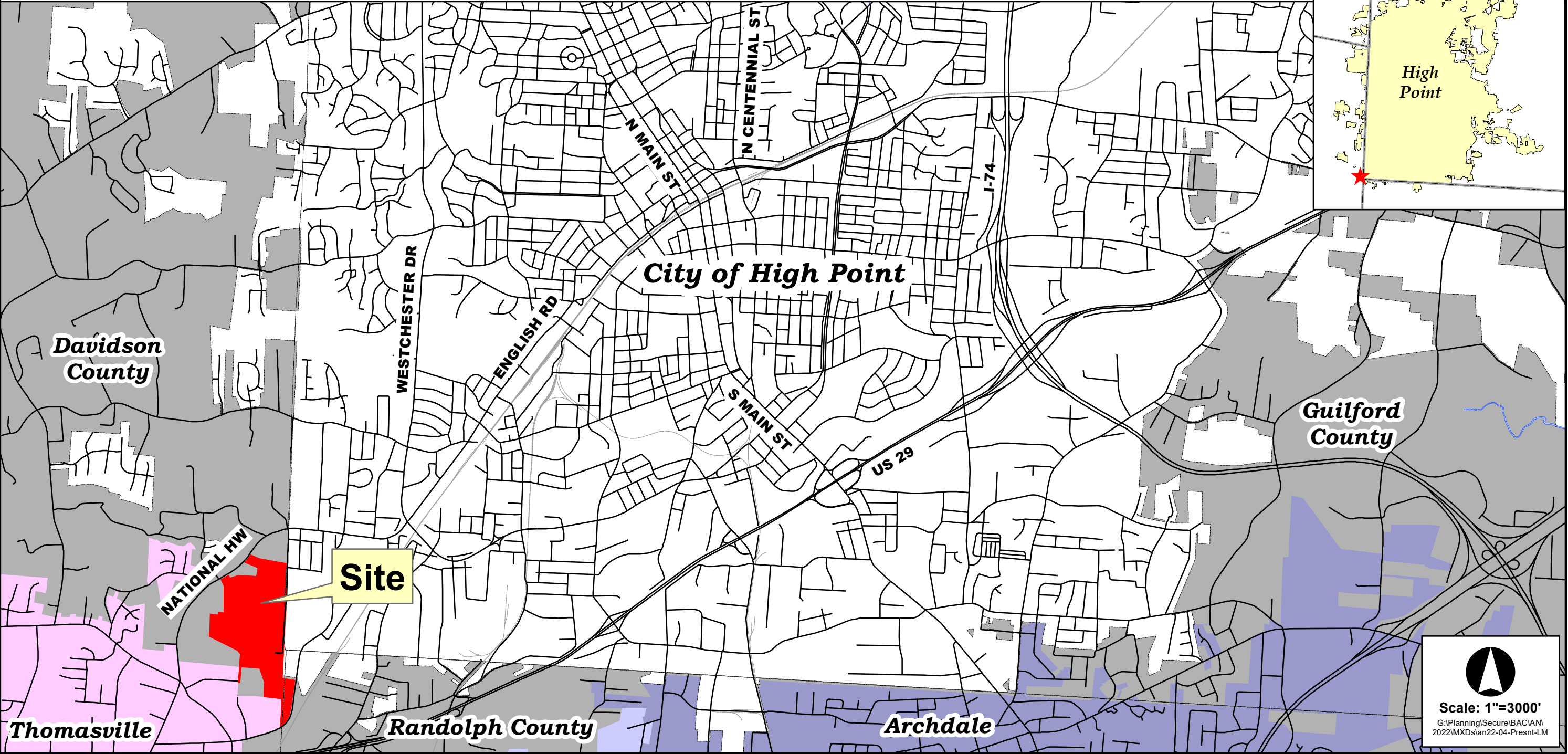
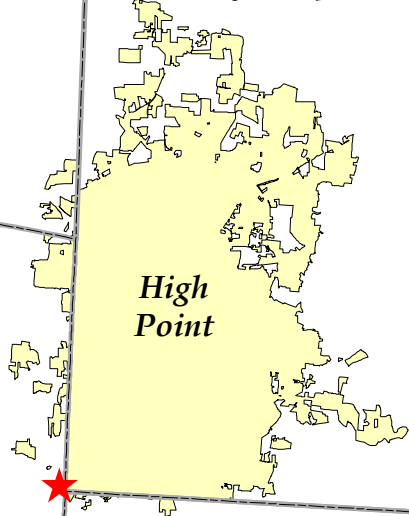
This report was prepared by Planning and Development Department staff member Herbert Shannon Jr. AICP, Senior Planner and reviewed by Christopher Andrews AICP, Development Administrator, and Sushil Nepal AICP, Planning and Development Director.

LOCATION MAP

ANNEXATION REQUEST: AN-22-04

Applicant: Coggin Real Estate, LLC and Estate of Maxie R. Kennedy Jr.

Vicinity Map

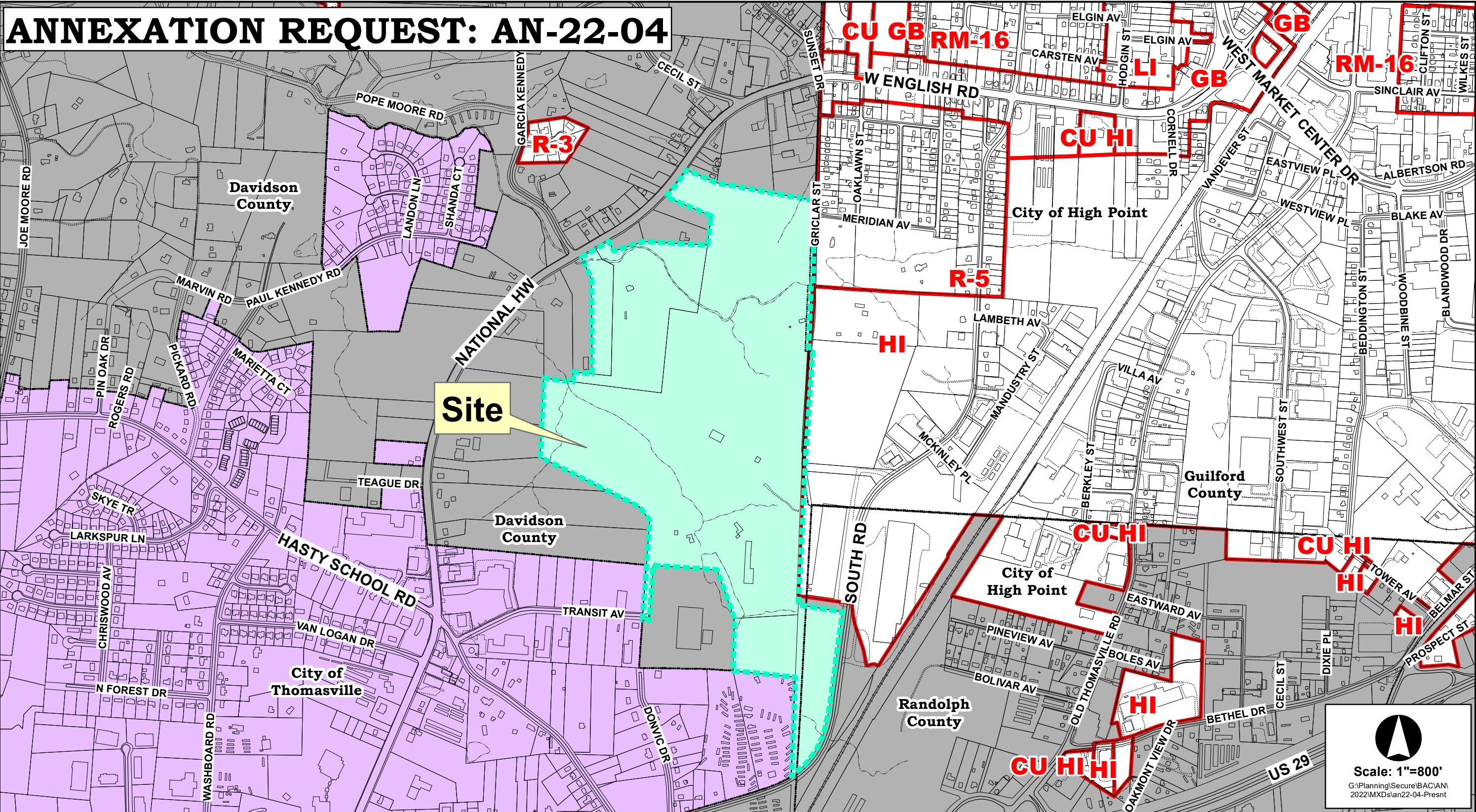




Scale: 1"=3000'

G:\Planning\Secure\BAC\AN
2022\MXD\slan22-04-Presnt-LM

ANNEXATION REQUEST: AN-22-04



Return to: JoAnne Caryle, City Attorney
City of High Point
P.O. Box 230
High Point, NC 27261
Ordinance No. xxxx / xx-xx

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE
CITY OF HIGH POINT, NORTH CAROLINA

WHEREAS, The City of High Point has been petitioned under G.S. 160A-31, as amended, to annex the area described herein; and,

WHEREAS, the City Clerk has investigated the sufficiency of said petition and has certified it to be valid; and

WHEREAS, a public hearing on this annexation was held at the Municipal Building at 5:30 p.m. on the 15th day of August, 2022; and,

WHEREAS, the City of High Point does hereby find as a fact that said petition meets the requirements of G.S. 160A-31 as amended;

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

SECTION 1. By virtue of the authority granted by G.S. 160A-31 as amended, the following described territory is hereby annexed, and made a part of the City of High Point as of August 15, 2022.

**A map showing the annexed area can be found in Plat Book: _____ Page: _____ in
the Guilford County Register of Deeds Office.**

ANNEXATION DESCRIPTION

Annexation Case 22-04

Coggin Real Estate, LLC (Davidson County Tax Parcels 16-312-0-000-0072, 16-312-0-000-0072B, and Randolph County Tax Parcel 6309); and

Maxie R. Kennedy Jr. heirs (Barbara Kennedy)
Davidson County Tax Parcels 16-312-0-000-0066 and 16-312-0-000-0067

The site is generally located southeast of the intersection of National Highway and Garcia Kennedy Road, and west of South Road, and specifically described as follows:

Beginning at a new iron pipe on the southern right of way of National Highway, said new iron pipe being located N 60° 00' 27" E 212.51' from a NC DOT right of way disc, said disc having NC State Plane coordinates of N=793635.25' E=1687950.57' (NAD83(2011), feet), thence from said beginning point and running with the southern right of way of National Highway N 59° 51' 41" E 266.77' to a new iron pipe located on the southern right of way of National Highway and being the NW corner of Larry C. Yates Trustee (DB 2382 Pg 637 Davidson Co.), thence with Yates S 28° 03' 09" E 93.33' to an existing iron pipe and N 72° 38' 51" E 267.25' to an existing iron pipe, the SW corner of Judy Burton (DB 1289 Pg 1981 Davidson Co.), thence with Burton S 86° 34' 02" E 535.29' to an existing rebar, thence N 9° 38' 18" E 41.90' to a new iron pipe, thence with Burton and David Yates (DB 578 Pg 42 Davidson Co.) N 8° 14' 18" E 206.23' to an existing iron pipe, Yates' NW corner, thence with Yates N 67° 01' 15" W 421.49' to a concrete monument on the southern right of way of National Highway, thence with the south side of said right of way on a curve to the left having a chord bearing and distance of N 39° 02' 32" E 220.60' and a radius of 1795.83' to a NC DOT right of way disc, thence N 35° 31' 15" E 67.62' to a concrete monument on said right of way being the SW corner of Ricardo Diaz (DB 2416 Pg 2152 Davidson Co.), thence with Diaz S 67° 41' 44" E 273.23' to a pinch top iron, the SW corner of Kiritkumar Patel (DB 2432 Pg 478 Davidson Co.), thence with Patel S 78° 53' 25" E 498.02' to an existing iron pipe, SW corner of Charles Wade (DB 2431 Pg 2126 Davidson Co.), thence with Wade S 79° 38' 10" E 351.44' to an existing iron pipe on the west side of Griclar Street (right of way undetermined) and approximate Davidson/Guilford county line, thence with Griclar St and approximate county line S 1° 36' 44" W 711.67' to a new iron pipe, thence N 86° 11' 37" W 15.00' to a new iron pipe, thence S 2° 33' 29" W 551.42' to a new iron pipe, thence S 69° 16' 02" E 39.57' to an existing iron pipe in the line of Coggin Real Estate, LLC (DB 6962 Pg 1679 Guilford Co.), thence with Coggin S 3° 56' 23" W 938.26' to a concrete monument, thence S 2° 47' 18" W 67.69' to an existing iron pipe, the NW corner of South Road Properties, LLC (DB 7745 Pg 2213 Guilford Co.), thence with South Road Properties, LLC S 2° 47' 18" W 391.13' to an existing iron pipe, the NW corner of South Road Properties, LLC (DB 2461 Pg 856 Randolph Co.) and being the approximate location of the Davidson/Guilford/Randolph county line, thence with South Road Properties, LLC S 2° 58' 22" W 638.62' to an existing iron pipe, thence S 2° 51' 09" W 101.06' to an existing iron pipe, thence S 82° 09' 46" E 391.07' to an existing iron pipe on the western right of way of South Road, thence with the western right of way of South Road S 7° 53' 26" W 865.10' to a point on said right of way, thence on a curve to the right having a chord bearing and distance of S 30° 44' 29" W 609.16' and a radius of 784.51' to an existing iron pipe, the SE corner of Edgewood Homes, Inc (DB 1288 Pg 1055 Davidson Co.) and the SE corner of

Lot "D" shown on Plat Book 83 Page 22 recorded in Davidson County Register of Deeds, thence with the line of said Lot "D" the following three calls, N 3° 12' 13" E 833.35' to an existing iron pipe, thence N 86° 09' 49" W 14.71' to a flat bar, thence N 84° 01' 44" W 453.23' to an existing iron pipe, the SE corner of Nordfab Systems, Inc (DB 1102 Pg 766 Davidson Co.), thence with Nordfab the following five calls N 1° 21' 55" E 441.71' to an existing iron pipe, thence N 29° 09' 21" W 474.82' to a point in a pond, thence N 86° 03' 28" W crossing an existing iron pipe at 141.03' and continuing for a total distance of 539.94' to an existing iron pipe, thence S 3° 54' 34" W 464.92' to a new iron pipe, thence N 86° 38' 19" W 60.00' to a new iron pipe, the SE corner of the terminus of Transit Avenue right of way (PB 18 Pg 94 Davidson Co.), thence with the eastern terminus of said right of way and with the eastern line of Lexington Investment Properties, LLC (DB 2469 Pg 2481 Davidson Co.) N 3° 54' 34" E crossing a concrete monument at 60.00' and continuing for a total distance of 465.29' to an existing iron pipe, the SE corner of Kiritkumar Patel (DB 2344 Pg 1245 Davidson Co.), thence with Patel and Wayne Saintsing (DB 646 Pg 44 Davidson Co.) N 3° 53' 52" E 376.68' to a concrete monument, corner to Wayne Saintsing, thence with Saintsing N 37° 49' 04" W 137.66' to a stone, thence with Saintsing and Cynthia Winters (DB 2465 Pg 1789 Davidson Co.) N 63° 23' 32" W 934.52' to a concrete monument, the SE corner of Wyatte Saintsing (DB 2465 Pg 1786 Davidson Co.), thence with the eastern lines of Wyatte Saintsing and Clifton Saintsing (DB 2465 Pg 1783 Davidson Co.) N 2° 16' 31" E 669.22' to a concrete monument, the SW corner of Jay White (DB 1138 Pg 497 Davidson Co.), thence with White S 82° 46' 11" E 248.00' to a rebar with cap, thence N 0° 13' 54" W 81.34' to an existing iron pipe, the SW corner of Harold Buchanan (DB 1625 Pg 1890 Davidson Co.), thence with Buchanan the following three calls, S 84° 24' 38" E 161.09' to an existing iron pipe, thence N 0° 11' 59" W 799.88' to an existing iron pipe, thence N 24° 33' 49" W 204.35' to the point and place of beginning **containing 146.793 Ac.+/-**.

SECTION 2. Upon and after August 15, 2022, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of High Point, and shall be entitled to the same privileges and benefits as other parts of the City of High Point. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

SECTION 3. The Mayor of the City of High Point shall cause to be recorded in the Office of the Register of Deeds of Davidson County and the Office of the Register of Deeds of Randolph County and in the Office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Guilford County Board of Elections, as required by G.S. 163-288.1.

Adopted by the City Council
City of High Point, North Carolina
The 15th day of August, 2022.

By: _____
Jay W. Wagner, Mayor

ATTEST:

Mary S. Brooks, Interim City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: 500 & 750kVA Transformers for Various Electric Projects
Bid #03-070522

From: Tyler Berrier, PE; Electric Utilities Asst. Dir.

Meeting Date: August 15, 2022

Public Hearing: N/A

Advertised By: Purchasing

Attachments: Attachment A: Bid Tabulation
Attachment B: Recommendation Form

PURPOSE:

Purchase of Large Commercial/Industrial Voltage (277/480V) Transformers (500 & 750kVa). Warehouse Stock Items, not associated with a specific project.

BACKGROUND:

There are 9 total transformers being encumbered under this bid. Wesco was the lowest of the qualified bidders.

BUDGET IMPACT:

Funds are included in the operating budget to cover this purchase.

RECOMMENDATION / ACTION REQUESTED:

Staff is recommending that the city council approve, and the department be given the ability to procure these transformers. The department is recommending that the bid for these transformers be awarded to WESCO Distribution, Inc. for \$402,257.



BIDDERS LIST & TABULATION

7/05/2022 2:00 PM

FORMAL BID #03-070522 – TRANSFORMERS WHS # 11187 & 830					
VENDOR NAME & ADDRESS	LINE ITEM #	QTY.	UNIT PRICE (UOM=EA)	TOTAL PRICE	DELIVERY A.R.O.
Wesco Distribution	11187	4	\$50,618.00	\$202,472.00	75 WKS
	830	5	\$39,975.00	\$199,785.00	75 WKS
-					
Irby	11187	4	N/Q	N/Q	N/A
	830	5	N/Q	N/Q	N/A
National Transformer	11187	4	N/Q	N/Q	N/A
	830	5	N/Q	N/Q	N/A
Sheally	11187	4	N/Q	N/Q	N/A
	830	5	N/Q	N/Q	N/A

*Bids advertised 10/22/21



**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 22-18**
(Carolina Site Acquisitions LLC)

From: Sushil Nepal, AICP
Planning & Development Director

Meeting Date: August 15, 2022

Public Hearing: Yes

Advertising Date: August 3, 2022, and
August 10, 2022

Attachments: A. Staff Report
B. Zoning Ordinance

Advertised By: Planning & Development

PURPOSE:

A request by Carolina Site Acquisitions LLC to rezone approximately 148 acres from the Heavy Industrial (HI) District and Rural Agricultural – 3 (RA-3) District (both within Davidson County’s zoning jurisdiction), the Light Industrial (LI) District (within Randolph County’s zoning jurisdiction) and the Heavy Industrial (HI) District (City of High Point) to the Conditional Zoning Heavy Industrial (CZ-HI) District. The site consists of multiple parcels generally located southeast of the intersection of National Highway and Garcia Kennedy Road, southwest of the intersection of Griclar Street and Meridian Avenue, and generally west of the intersection of South Road and McKinley Place. Approval of this rezoning request is contingent upon City Council approval of a voluntary annexation request.

BACKGROUND:

The Planning and Zoning Commission reviewed this request at their July 26, 2022 public hearing. All members of the Commission were present except for Mr. Terry Venable and 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, Ms. Judy Stalder, PO Box 5581, High Point and the applicant, Mr. Hunter Oglesby of Carolina Site Acquisitions, LLC both spoke in favor of the request. The speakers provided an overview of the proposal to develop an industrial park, with over one-million square feet of building area, on the site. Ms. Judy Stalder provided an overview of the citizens information meeting that was conducted with adjacent property owners. She also noted that the site abuts existing heavy industrial uses to the east and to the south. In conclusion, she noted that this is a challenging site with many environmental impacts, but their development proposal would be an excellent infill project for this area.

There were no speakers in opposition this this request.

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 7-0.

2. Consistency and Reasonableness Statements

The Planning and Zoning Commission voted 7-0 to approve the following statement:

That Zoning Map Amendment 22-18 is consistent with the City's adopted policy guidance because as conditioned, the proposed CZ-HI District supports development appropriate for this area and does not conflict with adopted policy guidance documents. Furthermore, As conditioned, the requested CZ-HI zoning district excludes the most impactful uses, is compatible with the Light Industrial land use designation that covers the majority of the site, and guides future development to support the goals, objectives, and policies of the Land Use Plan and Northeast Davidson Area Plan.

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

**STAFF REPORT
ZONING MAP AMENDMENT ZA-22-18
July 26, 2022**

Request	
Applicant: Carolina Site Acquisitions LLC	Owners: Coggin Real Estate, LLC and Maxie R. Kennedy Jr. heirs (<i>Barbara Kennedy</i>)
Zoning Proposal: 1) To annex and apply initial City zoning to approximately 146.7 acres within unincorporated Davidson County and unincorporated Randolph County; and 2) To rezone and approximately 1.3 acres within the City of High Point.	From: HI Heavy Industrial District CU-LI Conditional Use Light Industrial RA-3 Rural Agricultural – 3 District (<i>All within Davidson County</i>) LI Light Industrial District (<i>Randolph County</i>) HI Heavy Industrial District (<i>High Point</i>) To: CZ-HI Conditional Zoning Heavy Industrial 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 consists of multiple parcels generally located southeast of the intersection of National Highway and Garcia Kennedy Road, southwest of the intersection of Griclar Street and Meridian Avenue, and west of the intersection of South Road and McKinley Place (<i>See Attached Map.</i>)
Tax Parcel Number:	Davidson County Tax Parcels 16-312-0-000-0072, 16-312-0-000-0072B, 16-312-0-000-0066 and 16-312-0-000-0067 Randolph County Tax Parcel 6309 Guilford County Tax Parcel 194437
Site Acreage:	Approximately 148 acres
Current Land Use:	The site is mostly undeveloped with approximately four single family homes scattered throughout the 148 acre land area.
Physical Characteristics:	The site consists of a mixture of open pasture lands and wooded areas with a moderate to severely sloping terrain. Two perennial streams, which branch off into multiple intermittent streams, impact the northern and southwestern portions of the site. Along the northern-most perennial stream corridor is a corresponding 100-year floodplain that runs parallel to the stream.
Water and Sewer Proximity:	A 16-inch City water line lies adjacent to the site along National Highway. An 18-inch City sewer line runs from east to west through the northern portion of the site. A 12-inch City water line and an 8-inch City sewer line lie adjacent to the site along South Road.

General Drainage and Watershed:	The site drains in a general northwesterly direction and is within the Yadkin Pee-Dee (non-water supply) watershed. Based upon the acreage of the site stormwater control measures will be required.
Overlay District:	None

Adjacent Property Zoning and Current Land Use			
North:	HC HI	Highway Commercial District Heavy Industrial District <i>(both within Davidson County)</i>	Single family dwelling and undeveloped parcels
South:	R1M M-1 HI	Mobile Home District Restricted Manufacturing District <i>(both within the City of Thomasville)</i> Heavy Industrial District <i>(Davidson County)</i>	Manufactured housing park Vacant industrial structure Undeveloped parcel
East:	R-5 HI LI	Residential Single Family-5 District Heavy Industrial District Light Industrial District <i>(Randolph County)</i>	Single family dwellings and industrial uses
West:	HC CU- RA-3	Highway Commercial District Conditional Use Light Industrial District Rural Agriculture – 3 District <i>(All within Davidson County)</i>	Undeveloped parcels and industrial use

Relevant Land Use Policies and Related Zoning History	
Community Growth Vision Statement:	This request is neither consistent nor inconsistent with the goals and objectives of the Community Growth Vision Statement.
Land Use Plan Classification:	The site has multiple land use plan classifications: • Most of the site has a Light Industrial classification, which includes general manufacturing, wholesaling, warehousing, and research and development uses. • The portion of the site currently inside the High Point city limits has a Heavy Industrial classification. This classification is intended to include the whole range of assembling, fabricating, and heavy manufacturing activities, some of which have significant environmental impacts or nuisance effects, as well as certain intense and large-scale, open land uses like wastewater treatment plants, landfills and quarries. • A smaller corridor along an existing stream that runs through the site has a Recreation/Open Space classification. Lands for recreation or open space are included in this classification, offering either active use or passive enjoyment and environmental protection. • The remainder of the site does not have a land use classification because it falls outside the current High Point planning area. The boundaries of the planning area were formed by a previous annexation agreement with the City of Thomasville, within Davidson County, that expired in January 2013 and has not been re-established.

Land Use Plan Goals, Objectives & Policies:	The following objectives of the Land Use Plan are relevant to this request: Obj. #2. Protect and preserve environmentally sensitive locations including designated open space and watershed critical areas from inappropriate development. Obj. #11. Enhance the aesthetic appearance of High Point by preserving the scenic quality of its major gateway streets and travel corridors and by providing appropriate landscaped buffers and transitional uses between low and high-intensity land uses.
Relevant Area Plan:	<u>Northeast Davidson County Area Plan</u> This plan, adopted in 2002, covers the approximately nine square miles of the High Point Planning Area located within Davidson County. While the annexation agreements that determined its boundaries have since expired, the plan still provides guidance for future growth and development as annexation into the city occurs. It includes goals, objectives, and policies related to four overarching issues – land use, the environment, transportation, and public facilities. Most relevant to this case are recommendations about establishing effective buffer zones and addressing compatibility between adjoining properties; lessening the impacts on the environment by encouraging development that “builds with the land” and preserves natural areas; protecting the visual appearance of roadway corridors through landscaping and design standards; controlling the impact of traffic on existing roadways by limiting access points and considering alternative modes of transportation; and ensuring the availability of adequate public facilities and services to support proposed development as it expands into previously rural areas.
Zoning History:	There has been no recent City of High Point zoning activity in the general vicinity of this current zoning case. The last recorded case in the area took place in 1996, to the northwest of the zoning site, along Garcia Kennedy Road.

Transportation Information			
Adjacent Streets:	Name		Approx. Frontage
	National Highway (NC68) South Road		650 ft. 200 ft.
Vehicular Access:	Via multiple driveway access from Nation Highway and South Road.		
Traffic Counts: (Average Daily Trips)	National Highway (NC68)		12,500 AADT (2020 NCDOT traffic count)
	South Road		1,400 AADT (2020 NCDOT traffic count)
Estimated Trip Generation:	An approximate 1,180,000 square foot industrial park, consisting of multiple buildings, is proposed to be developed upon the zoning site. Such a development is anticipated to generate approximately 4,592 daily trips (<i>during a 24-hour period</i>) with approximately 710 AM peak-hour trips (6am – 9am) and approximately 98 PM peak-hour trips (4pm – 7pm).		
Traffic Impact Analysis (TIA):	Required		TIA Comments
	<u>Yes</u> X	<u>No</u>	The proposed industrial park will generate more than 150 trips in the AM or PM peak hours. Thus, a TIA is required to be submitted as part of the rezoning application. The TIA executive summary is attached as supporting documentation at the end this staff report.

Conditions:	<u>Vehicular Access:</u> 1. <u>NC 68 and Building 1:</u> Construct a northbound right turn lane with at least 100 feet of storage and appropriate taper (per coordination with NCDOT). 2. <u>South Road and Buildings 2-5:</u> a. Construct a southbound right turn lane with at least 100 feet of storage and appropriate taper. b. Construct a northbound left turn lane with at least 150' of storage and appropriate taper. 3. <u>NC 68 and Building 7:</u> Construct a southbound right turn lane with at least 100' of storage and appropriate taper (per coordination with NCDOT).
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School District Comment

Not applicable to this zoning case.

Details of Proposal

The applicant has submitted this zoning map amendment, along with a corresponding annexation petition, to support development of an industrial park on approximately 148 acres at the southwestern portion of the City's planning area, adjacent to the Guilford/Davidson/Randolph County lines. In conjunction with this application, the applicant has submitted a conditional zoning ordinance in which they have offered conditions pertaining to prohibited HI District uses, landscaping/buffering, vehicular access and transportation-related improvements.

Staff Analysis

There have been no recent zoning requests or other land use policy amendments in this portion of the city since 2000. In the 1980s the Land Use Plan supported a Heavy Industrial land use classification for this area. As part of a comprehensive update to the land use plan in 2000, the Heavy Industrial land use was maintained for lands east of the Guilford/Davison County line and the Light Industrial land use classification established for lands west of the county line. A wide variety of HI and LI District uses have developed just east of the site, across the Guilford/Davidson County line, along South Road. Also, adjacent jurisdictions (Davidson County, Randolph County and the City of Thomasville) have established a variety of Heavy Industrial, Light Industrial and Manufacturing zoning districts and uses adjacent to the zoning site. Thus, the allowance of some HI District uses would not be out of character with how nearby land has previously been zoned or developed.

The City of High Point's HI District allows some noxious uses that may have an impact on adjacent lands. The applicant has offered conditions to prohibit those HI District uses that could have the most negative impact, such as asphalt plants, hazardous waste disposal, landfills, trash transfer stations and toxic chemical/pesticide/fertilizer manufacturing. Except for the allowance of major manufacturing uses, this proposed CZ-HI District allows uses similar to a LI District.

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.

As conditioned, the proposed CZ-HI District supports development appropriate for this area and does not conflict with adopted policy guidance documents.

Reasonableness/Public Interest:

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

As conditioned, the requested CZ-HI zoning district excludes the most impactful uses, is compatible with the Light Industrial land use designation that covers the majority of the site, and guides future development to support the goals, objectives, and policies of the Land Use Plan and Northeast Davidson Area Plan.

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.
- ❖ Adjacent lands are zoned or developed to support a wide variety of industrial uses. As conditioned, the requested CZ-HI District will not introduce use types which have not already been established or not currently permitted upon adjacent lands.
 - ❖ Required standards of the Development Ordinance pertaining to landscaping, screening of trash receptacles, perimeter parking lot landscaping and exterior lighting will further mitigate impacts on adjacent property.
 - ❖ The surrounding public street configuration assists to separate the site from abutting residential neighborhoods and provides for multiple access options.

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. ❖ The northeastern portion of the zoning site fronts along the Griclar Street right-of-way. Lands along the opposite side of this public street are zoned for and have been developed with single family dwellings. This right-of-way provides some separation between the residential zoned lands and the proposed industrial development. To further mitigate impacts, <u>the applicant has offered conditions to establish a higher street yard landscaping standards (Type C yard with 7</u>
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	<u>trees and 20 shrubs every 100 linear feet) along this northern portion of Griclar Street that is adjacent to this residentially zoned area.</u> ❖ To mitigate the impact of industrial traffic on the adjacent residential neighborhood along Griclar Street, <u>the applicant has offered a condition to prohibit access from Griclar Street, except for the provision of an emergency vehicle access point.</u>
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 Yadkin Pee-Dee (non-water supply) watershed. Based on the scale of the proposed industrial development, the watershed regulations will require stormwater controls to be provided to mitigate runoff. ❖ The zoning site is impacted by several intermittent and perennial streams. The environmental regulations of the Development Ordinance will require stream buffers to be established and maintained along these stream corridors. A 50 foot wide stream buffer is to be provided along both sides of an intermittent stream, and a 100 foot wide stream buffer is to be provided along both sides of a perennial stream.
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. 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. The zoning site is in an area where land use policy and adopted policy guidance documents support industrial uses. <u>The applicant has offered a zoning condition that prohibits the most intensive HI District uses.</u> Conditions have also been offered with respect to the residential neighborhood to the northeast of the site, providing higher landscaping standards and to limiting vehicular access in the vicinity of the neighborhood.

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.

As conditioned, the proposed CZ-HI District will support industrial type uses that are like previous developments established in this area.

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.

As conditioned to prohibit the most noxious HI District uses, the request will promote a preferred and orderly development pattern for this portion of the City's planning area.

Recommendation

Staff Recommends Approval:

The Planning and Development Department recommends approval of the request to rezone this 148 acre tract of land to a CZ-HI District. As conditioned, the requested CZ-HI District 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.

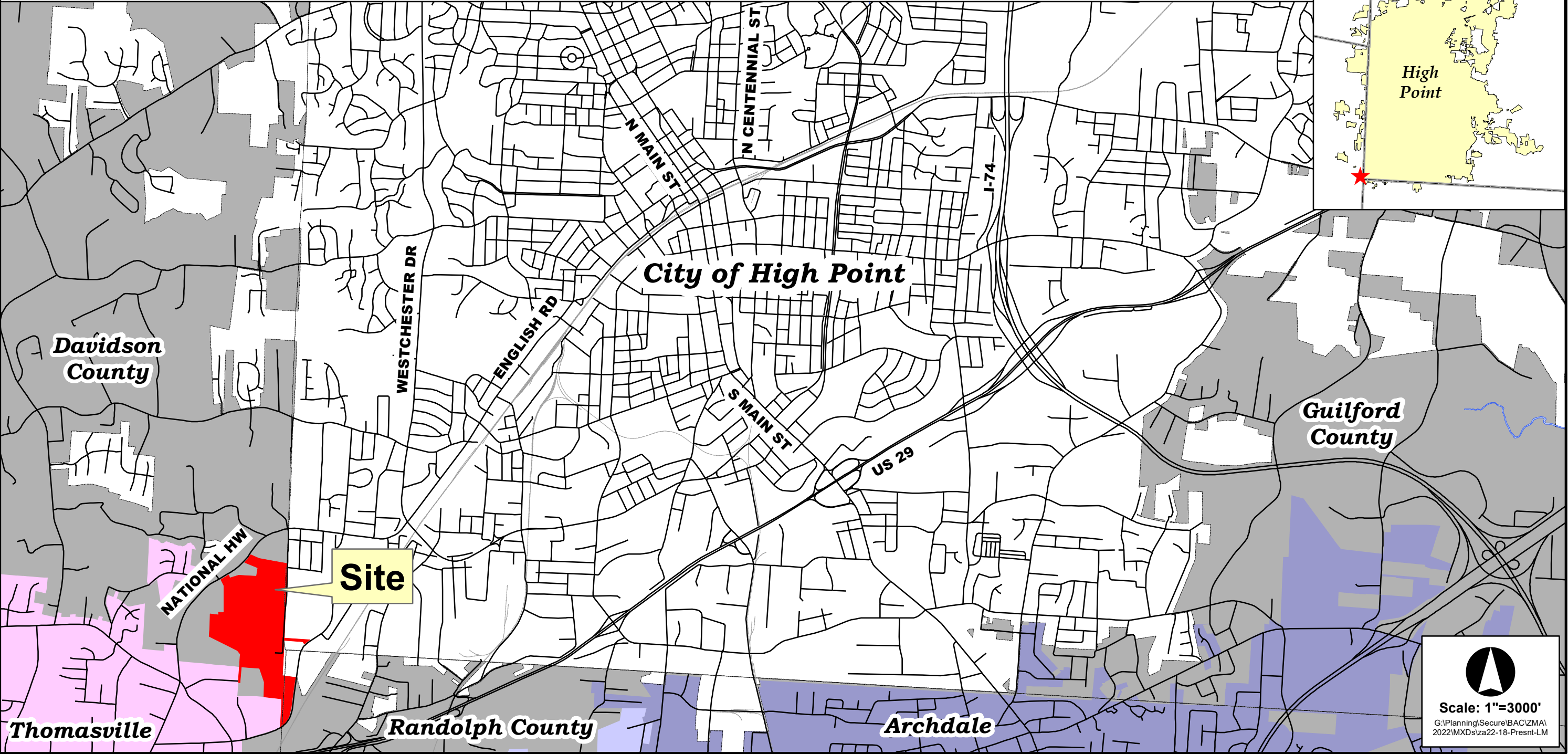
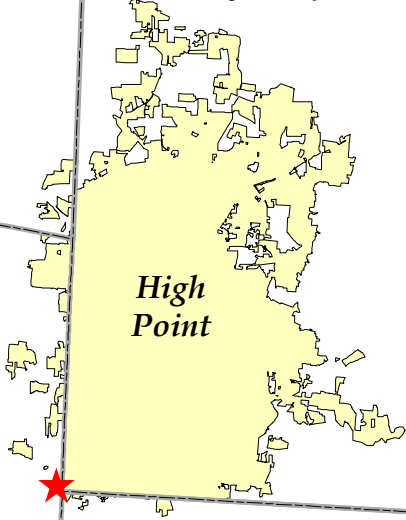
Report Preparation

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

LOCATION MAP

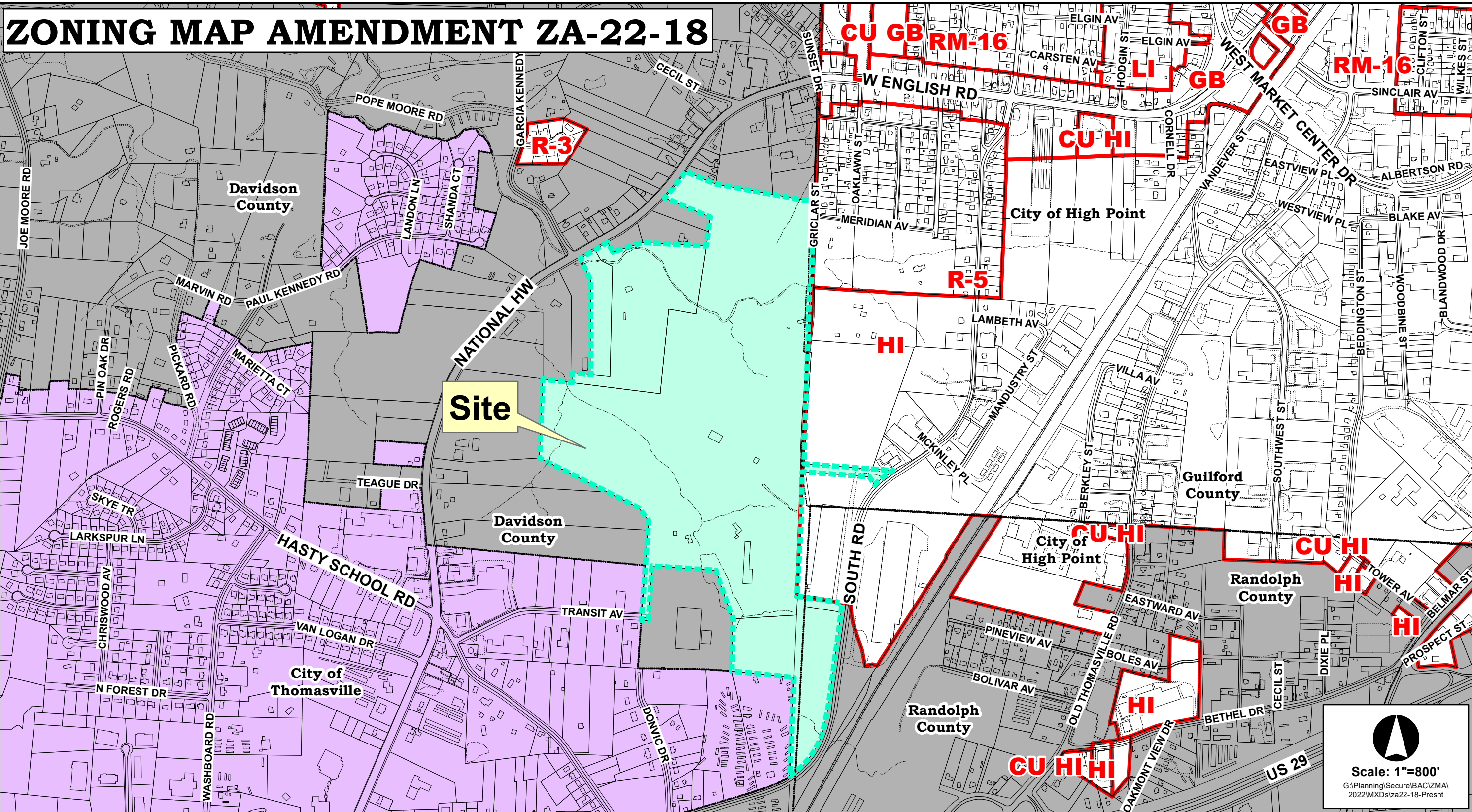
ZONING MAP AMENDMENT ZA-22-18
Applicant: Carolina Site Acquisitions LLC

Vicinity Map

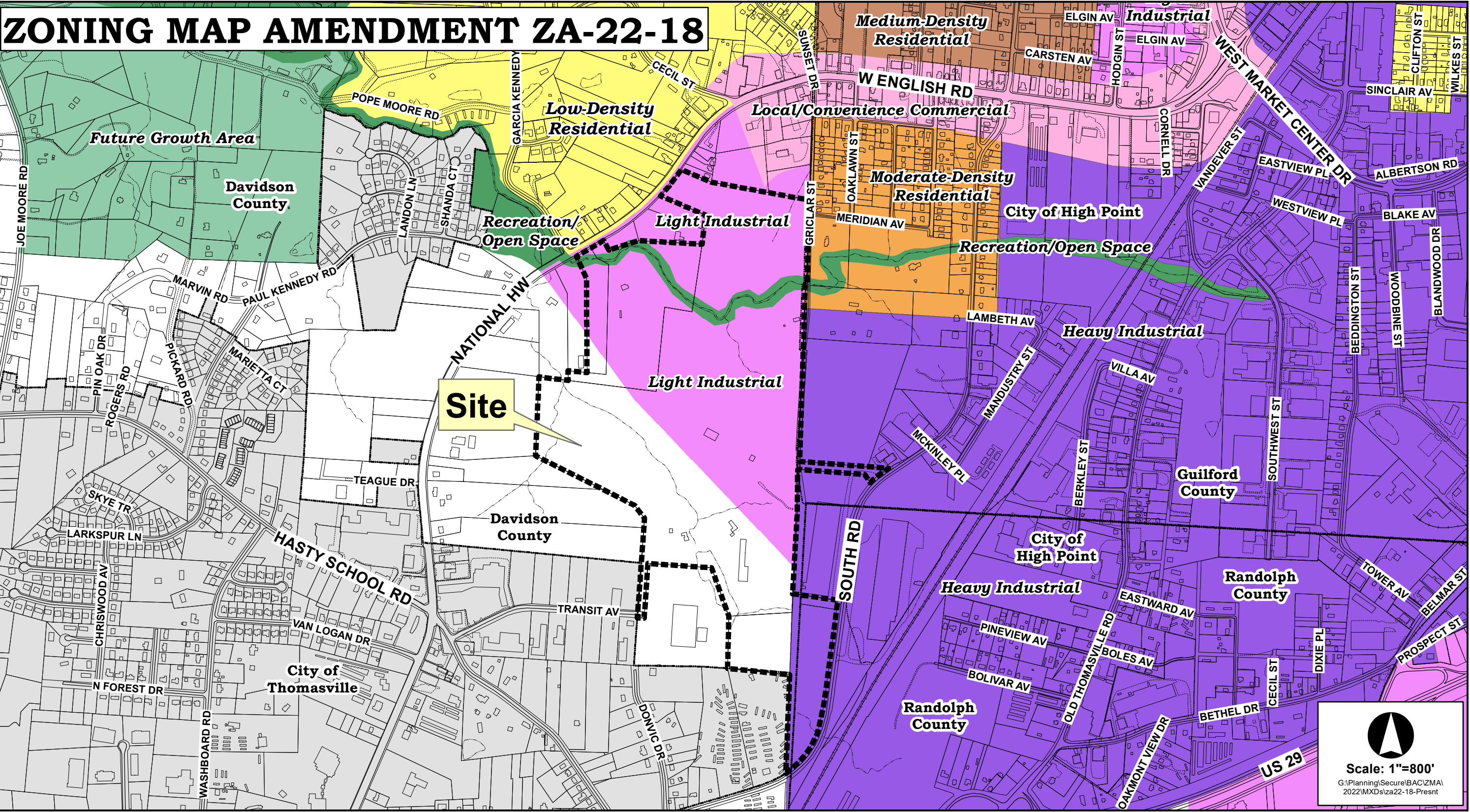



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ZONING MAP AMENDMENT ZA-22-18

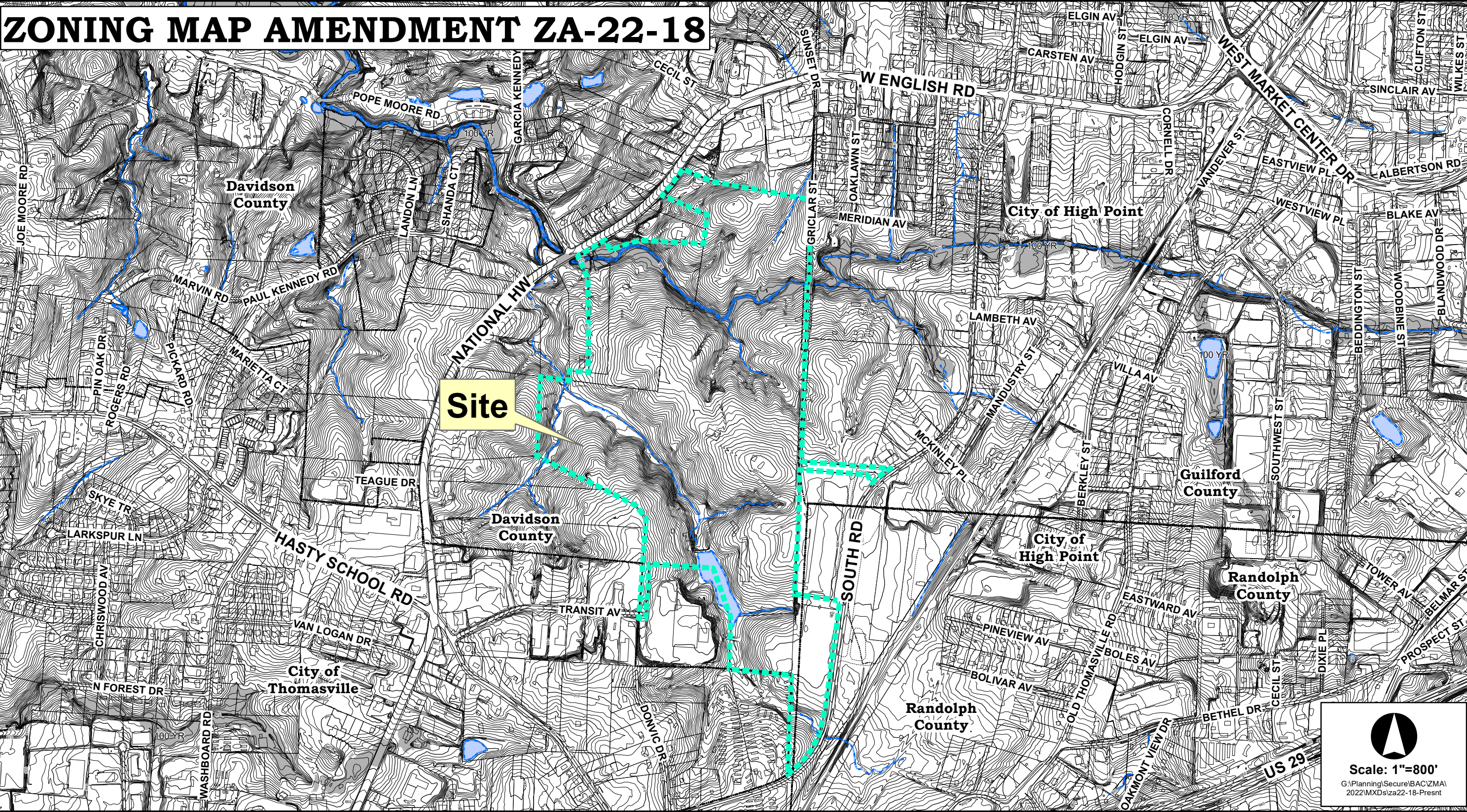


ZONING MAP AMENDMENT ZA-22-18

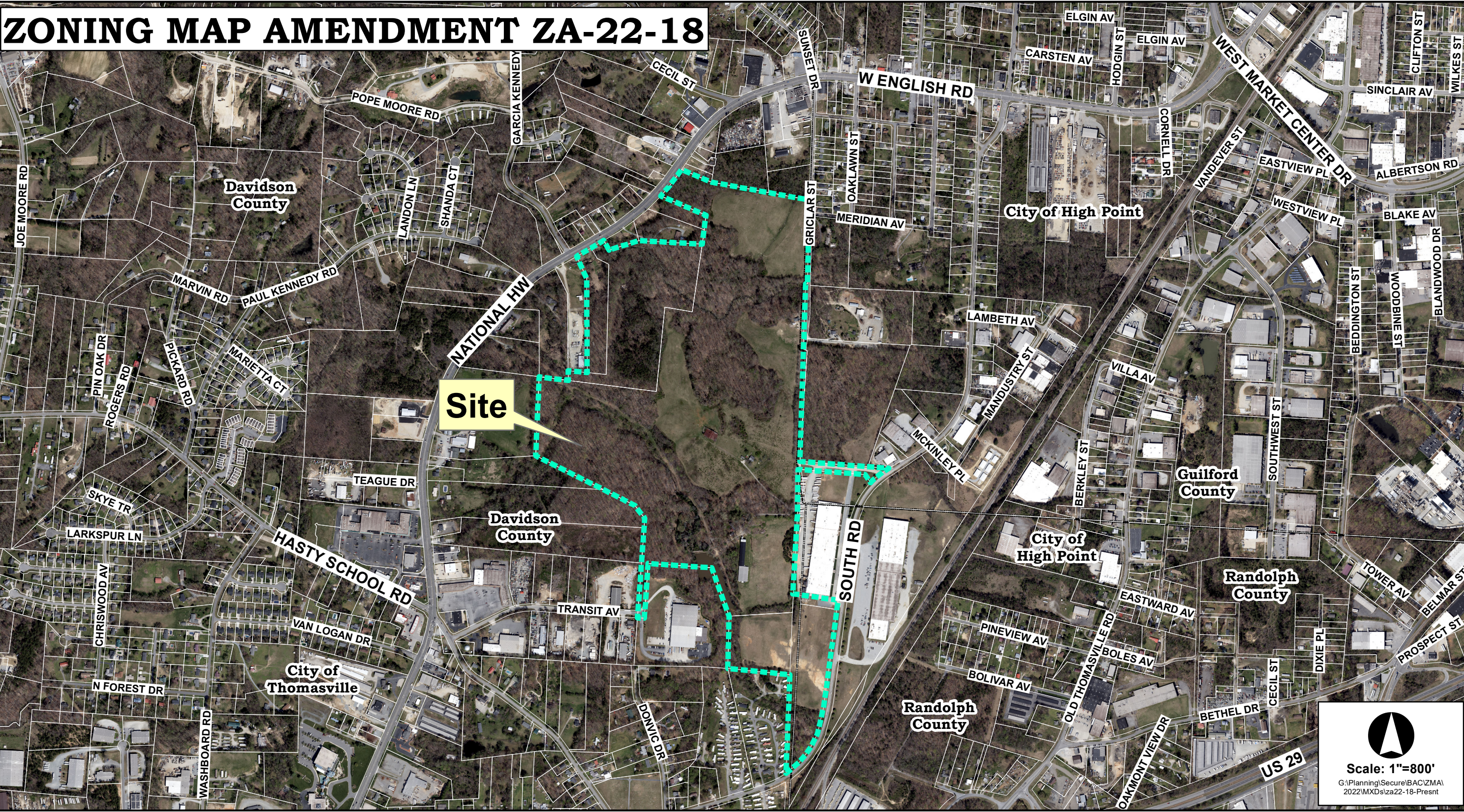



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ZONING MAP AMENDMENT ZA-22-18



ZONING MAP AMENDMENT ZA-22-18



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 July 26, 2022 and before the City Council of the City of High Point on August 15, 2022 regarding **Zoning Map Amendment Case 22-18 (ZA-22-18)** 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 July 16, 2022, for the Planning and Zoning Commission public hearing and on August, 3, 2022 and August 10, 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 **August 15, 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 Heavy Industrial (CZ-HI) District**. The property is approximately 148 acres, located southeast of the intersection of National Highway and Garcia Kennedy Road, and west of South Road. The zoning site is also known as Davidson County Tax Parcels 16-312-0-000-0072, 16-312-0-000-0066, 16-312-0-000-0067, 16-312-0-000-0072B, Randolph County Tax Parcel 6309 and Guilford County Tax Parcel 194437.

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:** Any uses allowed in the Heavy Industrial (HI) District shall be permitted, subject to the standards of the Development Ordinance and the specific conditions listed in this ordinance.
- B. **Prohibited Uses:** The following uses, as listed in Table 4.1.9 (Principal Use Table) of the Development Ordinance, shall be prohibited:
 - 1. **Institutional Use Classification**
 - a) Cemetery, columbarium, mausoleum
 - b) Correctional facility

2. Commercial Use Classification
 - a) Adult Entertainment
3. Industrial Use Classification
 - a) Asphalt Plant
 - b) Hazardous Waste Disposal
 - c) Landfill (Major and Minor)
 - d) Salvage or Junkyard
 - e) Transfer Station
 - f) Toxic chemicals or substances, pesticides or fertilizers

Part II. CONDITIONS:

A. Development and Dimensional Requirements.

1. Landscaping, Buffers and Screening: A minimum 15-foot wide street yard, planted to a Type C rate, shall be installed along the Griclar Street frontage of the zoning site. This higher planting yard standard shall apply from the northeastern corner of the zoning site southward, along the western right-of-way of Griclar Street, for a distance of 720 feet.
2. Lot Combination: All parcels of the rezoning site shall be combined into one lot prior to resubdivision or any new development.

B. Transportation Conditions.

1. Traffic Impact Analysis (TIA): Reference within this ordinance to Site Access #1 through #6, shall be as shown within the TIA (Traffic Impact Analysis), prepared by Ramey Kemp & Associates, Inc., June 2022 (Prepared for IDM Ventures, LLC, RKA Project No. 22204).
2. Vehicular Access and Improvements:
 - a. Only emergency vehicle access shall be permitted via Griclar Street. *(NOTE: Griclar Street is a public right-of-way that runs in a general north to south direction along or parallel to the Davidson County line)*
 - b. NC 68 and Building #1: As part of development permit approval, the property owner shall construct a northbound right turn lane with at least one hundred (100) feet of storage and appropriate taper (per coordination with NCDOT).
 - c. South Road and Buildings #2 through #5:
 - i. As part of development permit approval, the property owner shall construct a southbound right turn lane with at least one hundred (100) feet of storage and appropriate taper.

- ii. As part of development permit approval, the property owner shall construct a northbound left turn lane with at least one hundred and fifty (150) feet of storage and appropriate taper.
3. 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 **15th** day of **August, 2022**

By: _____

Jay W. Wagner, Mayor

ATTEST:

Mary S. Brooks, Interim City Clerk

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

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

TRAFFIC IMPACT ANALYSIS

FOR

South Road Industrial

LOCATED

IN

High Point, NC

Prepared For:
IDM Ventures, LLC
410 W. English Road, Suite B329
High Point, NC 27262

Prepared By:
Ramey Kemp & Associates, Inc.
5808 Faringdon Place, Suite 100
Raleigh, NC 27609
License #C-0910



JUNE 2022

RKA Project No. 22204

Prepared By: AMI

Reviewed By: CTS

TRAFFIC IMPACT ANALYSIS
SOUTH ROAD INDUSTRIAL
HIGH POINT, NORTH CAROLINA

EXECUTIVE SUMMARY

1. Development Overview

A Traffic Impact Analysis (TIA) was conducted for the proposed South Road Industrial development to be located on South Road and NC 68 in High Point, North Carolina. The proposed development, anticipated to be completed in 2027, is assumed to consist of the following uses:

- Building 1 - 120,000 s.f. of industrial uses located on NC 68. Access is proposed to be provided via one (1) new full movement connection on NC 68.
- Buildings 2-5 - 935,000 s.f. of industrial uses located on South Road. Access is proposed to be provided via one (1) new full movement connection on South Road.
- Building 6 - 125,000 s.f. of industrial uses located on South Road. Access is proposed to be provided via two (2) new full movements connections on South Road.
- Building 7 - 150,000 s.f. of industrial uses located on NC 68. Access is proposed to be provided via two (2) new full movement connections on NC 68.

Through coordination with NCDOT and the City, only the accesses proposed for the buildings located in Guilford and Randolph Counties (Buildings 2-5 and Building 6) were analyzed for this study. The study analyzes traffic conditions during the weekday AM and PM peak hours for the following scenarios:

- 2022 Existing Traffic Conditions
- 2027 No-Build Traffic Conditions
- 2027 Build Traffic Conditions

2. Existing Traffic Conditions

The study area for the TIA was determined through coordination with the North Carolina Department of Transportation (NCDOT) and the City of High Point (City) and consists of the following existing intersections:

- South Road and NC 68
- NC 68 and Hasty School Road
- Hasty School Road and South Road/Pleasant Grove Church Road

Existing peak hour traffic volumes were determined based on traffic counts conducted at the study intersections listed below, in April of 2022 during the typical weekday AM (7:00 AM – 9:00 AM) and PM (4:00 PM – 6:00 PM) peak periods while schools were in session:

- South Road and NC 68
- NC 68 and Hasty School Road
- Hasty School Road and South Road/Pleasant Grove Church Road
- South Road and Marquis Seating Corporation Driveway

It should be noted that traffic counts were taken at the existing intersection of South Road and the Marquis Seating Corporation Driveway, however, this intersection was not included as an existing study intersection.

3. Site Trip Generation

Average weekday daily, AM peak hour, and PM peak hour trips for the proposed development were estimated using methodology contained within the ITE Trip Generation Manual, 11th Edition. Table E-1 provides a summary of the trip generation potential for the site.

Table E-1: Site Trip Generation

Building	Land Use (ITE Code)	Intensity	Daily Traffic (vpd)	Weekday AM Peak Hour Trips (vph)		Weekday PM Peak Hour Trips (vph)	
				Enter	Exit	Enter	Exit
Building 1	Light Industrial (110)	120,000 s.f.	502	75	10	6	40
Building 2-5	Light Industrial (110)	935,000 s.f.	3,568	563	77	28	173
Building 6	Light Industrial (110)	125,000 s.f.	522	78	11	7	40
Building 7	Light Industrial (110)	150,000 s.f.	616	93	13	8	46
Total Trips			5,208	809	111	49	299

4. Future Traffic Conditions

Through coordination with NCDOT and the City, it was determined that an annual growth rate of 1% would be used to generate 2027 projected weekday AM and PM peak hour traffic volumes. Based on coordination with the NCDOT and the City, it was determined there were no adjacent developments or future roadway improvements to consider with this study.

5. Capacity Analysis Summary

The analysis considered weekday AM and PM peak hour traffic for 2022 existing, 2027 no-build, and 2027 build conditions. Refer to Section 7 of the TIA for the capacity analysis summary performed at each study intersection.

6. Recommendations

Based on the findings of this study, specific geometric and traffic control improvements have been identified at study intersections. The improvements are summarized below and are illustrated in Figure E-1.

Recommended Improvements by Developer

NC 68 and Building 1

- Construct a northbound right turn lane with at least 100' of storage and appropriate taper (per coordination with NCDOT).

South Road and Buildings 2-5

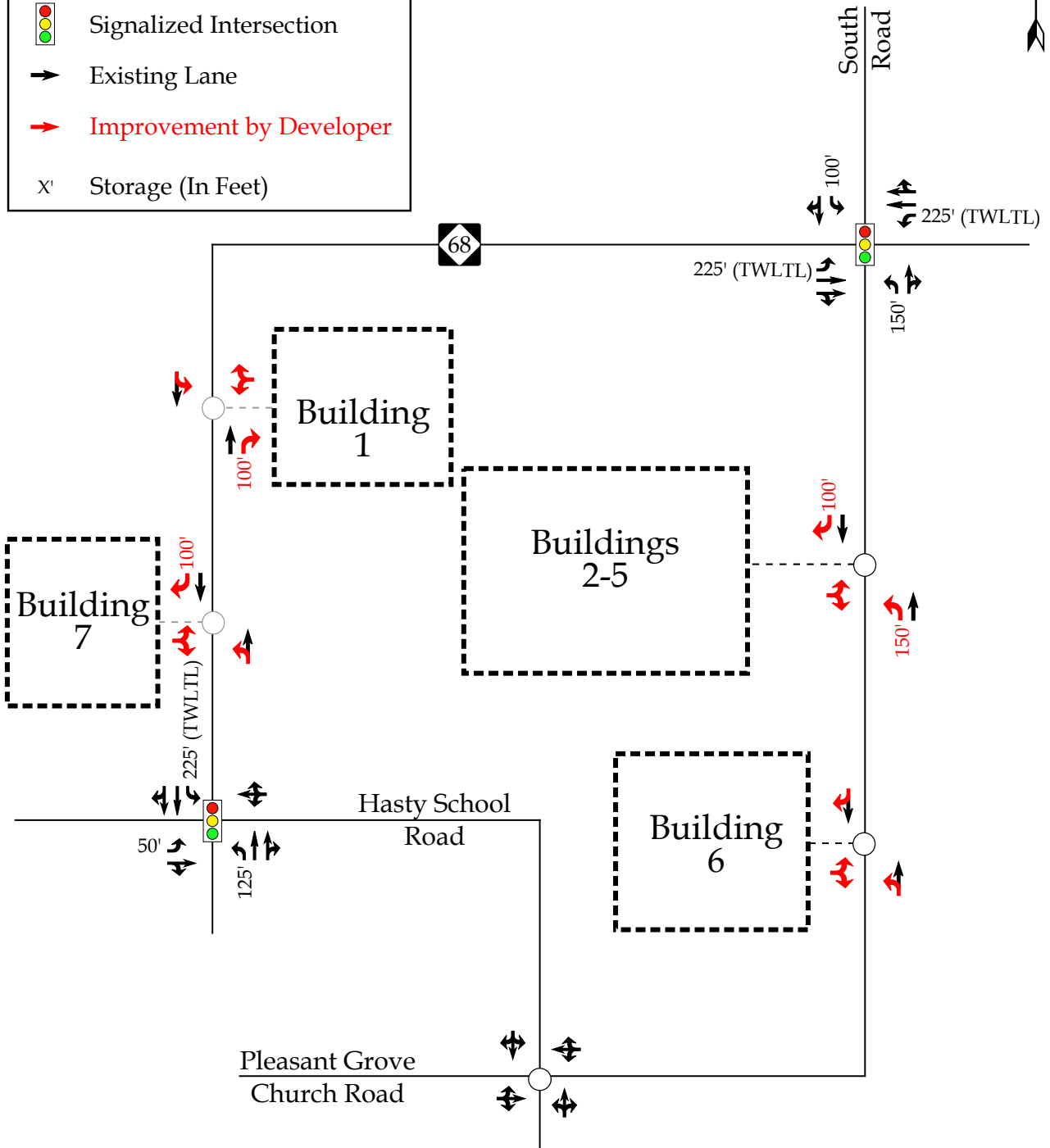
- Construct a southbound right turn lane with at least 100' of storage and appropriate taper.
- Construct a northbound left turn lane with at least 150' of storage and appropriate taper.

NC 68 and Building 7

- Construct a southbound right turn lane with at least 100' of storage and appropriate taper (per coordination with NCDOT).

LEGEND

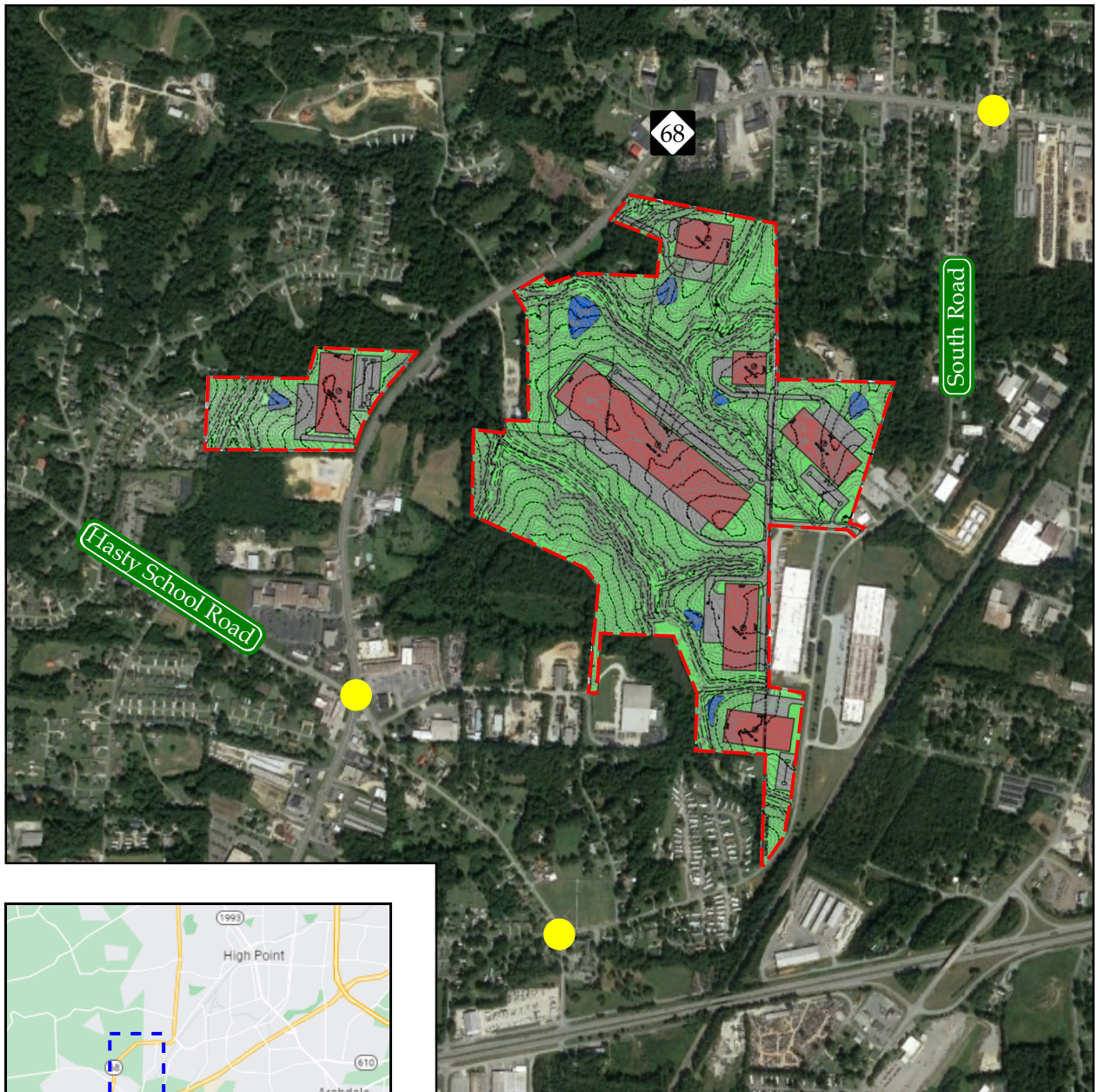
- Unsignalized Intersection
- ◫ Signalized Intersection
- ➡ Existing Lane
- ➡ Improvement by Developer
- X' Storage (In Feet)



South Road Industrial
High Point, NC

Recommended Lane
Configurations

Scale: Not to Scale Figure E-1



LEGEND

- Proposed Site Location
- Study Intersection
- Study Area



South Road Industrial
High Point, NC

Site Location Map

Scale: Not to Scale

Figure 1

Citizens Information Meeting Report Zoning Map Amendment 22-18

Submitted by: Ms. Judy Stalder, Development Consultant, on
behalf of Carolina Site Acquisitions

Citizen Information Meeting Report

South Road Industrial Park

Zoning Case ZA-22-18

A Citizen Information Meeting was held for property owners near the proposed South Road Industrial Park. An informational letter dated June 22 was sent by US Mail to the 59 addresses supplied by the City of High Point Planning and Development Department to set a Zoom meeting for June 30. The mailing also included the *City of High Point Conditional Zoning Citizen Information Meetings* statement and a site map. A copy of the letter and list of addressees is attached. The letter provided the Zoom address, a general description of the property, the proposed zoning of Conditional Heavy Industrial, a list of proposed conditions, and an explanation of what could be expected at the meeting.

Attendees:

Brian Buchanan representing property at 1493 National Highway, Thomasville NC 27360

Judy Burton representing Davidson County Parcel 1631200000082, National Highway, Thomasville NC 27360

Larry Yates, representing Davidson County Parcel 1631200000082, National Highway, Thomasville NC 27360

Questions and Comments

Will there be a driveway to National Highway? *Yes, one driveway with a right turn lane serving one building.*

Will there be a buffer on the property line? *Because of topography and stream buffers, there will likely be some natural areas between the new buildings and existing properties on National Highway.*

Will there be parking or driveways between building 4 and the Buchanan property? *The site plan shows there is no parking, but there will probably be a driveway for fire access. The site plan is conceptual and may change.*

What is the setback from the Buchanan property to building 4? *On the conceptual site plan, there appears to be a separation of approximately 200 feet. The site plan is conceptual and may change.*

How will rezoning affect our property value? *Studies show that commercial/industrial rezonings do not have a negative impact on other commercial/industrial properties.*

Will I get a notice about the public hearing? *Yes. The City of High Point will send out notices for the Planning and Zoning Commission meeting on July 26 and for the Council meeting, which will most likely be scheduled for some time in August.*

Can you share a contact for the City of High Point? *Yes. You may contact Herb Shannon at 336-883-3309.*

South Road Industrial Park Citizen Information Meeting

AGENDA

Welcome

Introductions

Meeting is required by the City of High Point to let nearby neighbors what is going on prior to the public hearings.

Zoning Map

Most of the property about 133 acres is already zoned Heavy Industrial,
about 22 acres on National Highway is zoned Highway Commercial
7 acres in Randolph County is zoned Light Industrial
and about 7 acres is rural agricultural

Requesting rezoning of all the property to Conditional Zoning Heavy Industrial

Site Map

1. Unifies development
2. Eliminates most intense uses to be basically Light industrial but still allowing most manufacturing
3. Eliminated uses
 - a. Asphalt plants
 - b. Correction facilities
 - c. Adult entertainment
 - d. Hazardous waste disposal
 - e. Landfills
 - f. Salvage/junkyards
 - g. Toxic chemicals
 - h. Waste transfer stations
4. Adds requirements to control traffic
 - a. Limits access
 - i. One access on National Highway
 - ii. One point of access on South Road in Guilford County
 - iii. Two points of access on South Road in Randolph County
 - b. Turn Lanes
 - i. Right turn lane on National Highway
 - ii. Right and left turn lane on South Road access in GC
 - iii. Right turn lane on South Road Access in RC

Annexation is requested so that the development can obtain from water and sewer utility service from the City of High Point. The request is for this property only.

The owners are also requesting annexation to the City of High Point. The request is only for property they own. No other properties are affected by the request.

THE STALDER GROUP LLC

PO Box 5581 High Point North Carolina 336.688.2204 jstalder@northstate.net

June 22, 2022

Dear Neighbor,

This letter is to notify you of a Citizen Information Meeting concerning a request for rezoning of approximately 158 acres located between National Highway and South Road to develop the South Road Industrial Park. The meeting will be held on Thursday, June 30 at 6:00 pm via Zoom.

Join Zoom Meeting

<https://us02web.zoom.us/j/83849777193?pwd=pCG-SO0y0HyhLjNT-0QjMill8GkGK3.1>

Meeting ID: 838 4977 7193

Passcode: 207203

One tap mobile

+16465588656,,83849777193#,,,,*207203# US (New York)

+12678310333,,83849777193#,,,,*207203# US (Philadelphia)

Please email me at jstalder@northstate.net if you would like for me to send you a direct link.

Approximately 151 acres of the property is already zoned for industrial and commercial development. About 7 acres is zoned for residential development. Carolina Site Acquisitions LLC is requesting a uniform industrial zoning designation with conditions. The conditions will protect adjacent properties by limiting the type of uses that can be developed on the property. Transportation conditions will limit the number of access points to existing roadways and provide for turn lanes where necessary.

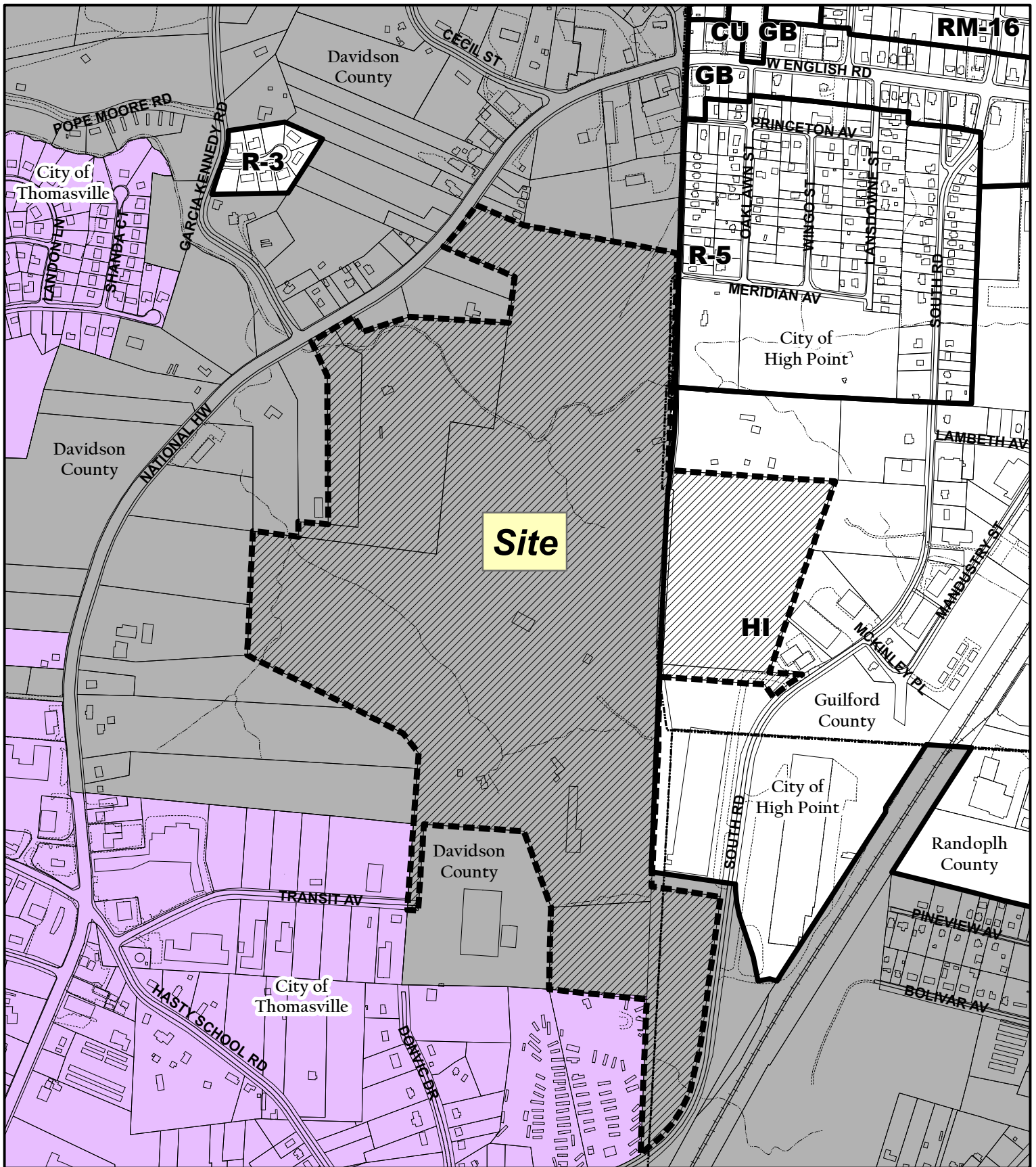
At the meeting a preliminary site plan will be presented for illustrative purposes. You will be able to learn more about our plans and ask any questions you may have. Hunter Oglesby of Carolina Site Acquisitions, Rich Glover of Glover Engineering and I will be available at this meeting.

If you are unable to attend or have questions prior to the meeting, you may contact me at 336.688.2204 or jstalder@northstate.net.

The Planning and Zoning Commission will hear this request on Tuesday, July 26 at 6:00 pm in the Council Chambers, 211 South Hamilton Street in High Point.

Sincerely,

Judy Stalder
Development Consultant



ZONING MAP AMENDMENT: ZA-22-18

From:
To:

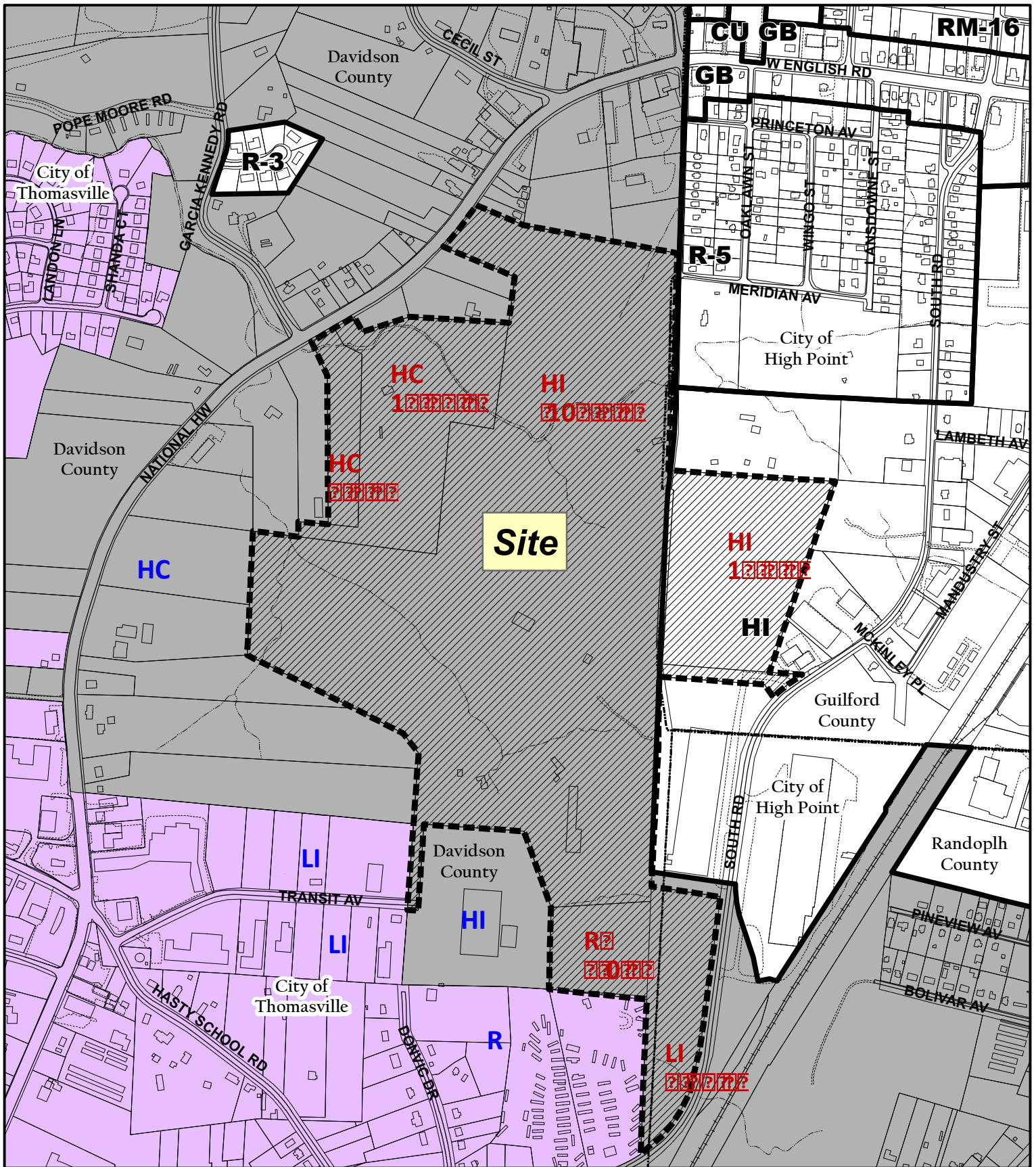
Existing Zoning Boundary
Subject Property Boundary

Planning & Development
Department

City of High Point



Scale: 1"=700'
G:/Planning/Secure/BAC/ZMA/
2022/MXD/za22-18-NM



ZONING MAP AMENDMENT: ZA-22-18

From:
To:

Existing Zoning Boundary
Subject Property Boundary

Planning & Development
Department

City of High Point



Scale: 1"=700'
G:/Planning/Secure/BAC/ZMA/
2022/MXD/za22-18-NM

ARNETT ANDREW LEE D/B/A ARNETT PAVING
100 BLYTEH DRIVE
THOMASVILLE NC 27360-0000

BRUCE-TERMINIX CO
PO BOX 14009
GREENSBORO NC 27415

BUCHANAN HAROLD L
1321 EMBER OAKS AVENUE
HIGH POINT NC 27265-0000

BURKS JUNIOR LLC
1542 N TREMONT DR
ASHEBORO NC 27203

BURLESON LLC
1008 SHAMROCK CT
HIGH POINT NC 27265

BURTON JUDY Y
1515 NATIONAL HIGHWAY
THOMASVILLE NC 27360-0000

BUSHELL, HANNELORE
912 MAGNOLIA ST
GREENSBORO NC 27401

BYERLY BRANDON R
305 HUNTINGTON PARK
THOMASVILLE NC 27360

CARTER JERRY S
1510 NATIONAL HWY
THOMASVILLE NC 27360-0000

COFFEETREE LLC
1483 COFFEETREE DR NW
CONCORD NC 28027

COGGIN REAL ESTATE LLC
230 SOUTH ROAD
HIGH POINT NC 27262-0000

COHEN NINA J ET ALS
3 GENOA COURT
GREENSBORO NC 27455

COLTRANE PROPERTIES OF THE
180 SOUTH ROAD
HIGH POINT NC 27262-0000

DIAZ RICARDO ADAN
3952 BEL PRE RD APT 3
SILVER SPRING MD 29096

DUNN, WAYNE
1701 WESTCHESTER DR STE 420
HIGH POINT NC 27262

EDGEWOOD HOMES INC
200 SOUTH ROAD
HIGH POINT NC 27262-0000

FOSTERS LANDSCAPING MANAGEMENT INC
PO BOX 5725
HIGH POINT NC 27262

HAYWORTH, DAVID S
301 GRICLAR ST
HIGH POINT NC 27262

HERITAGE OPERATING LP
PO BOX 858
VALLEY FORGE PA 19482-0858

HILL JACOB DONALD
1534 NATIONAL HWY
THOMASVILLE NC 27360-0000

JOYCE COY JR
124 DONVIC DR
HIGH POINT NC 27262-8901

KENNEDY DWIGHT W
182 GARCIA KENNEDY RD
THOMASVILLE NC 27360-0000

KENNEDY MAXIE R JR
231 AUTHOR DR APT I
THOMASVILLE NC 27360

KWM PROPERTIES LLC
110 BELGIAN DR
ARCHDALE NC 27263

LASHLEY FARM HOLDINGS INC
305 HUNTINGTON PARK
THOMASVILLE NC 27360

LEWIS ALVA W
3041 STONEHENGE ROAD
THOMASVILLE NC 27360

LEXINGTON INVESTMENT PROPERTIES LLC
528 S MAIN ST
LEXINGTON NC 27292

LIGA FLORIN
1041 OAKVIEW RD
HIGH POINT NC 27265

MEREDITH SANDRA LEE
367 RICKARD RD
THOMASVILLE NC 27360

MILLER, KAY K;KENNERLY, HAL A JR
2820 SWAN LAKE DR
HIGH POINT NC 27262

MORGAN E ANNE KENNEDY
4640 CHERRY HILL LN
WINSTON SALEM NC 27106

MYERS, DANIEL RAY;HIGGINS, KIMBERLY ANN
215 GRICLAR ST
HIGH POINT NC 27262

NORDFAB SYSTEMS INC
P O BOX 429
THOMASVILLE NC 27361-0429

NORTH CAROLINA RAILROAD COMPANY
2809 HIGHWOODS BLVD SUITE 100
RALEIGH NC 27604

OAKLAWN ENTERPRISES LLC
180 SOUTH ROAD
HIGH POINT NC 27262-0000

PATEL EKADASHI
243 GREENVIEW TERRACE
MACON GA 31220

PATEL KIRITKUMAR
4238 KENDALL FARMS WAY
WINSTON SALEM NC 27107

PATEL KIRITKUMAR DAHYALAL
603 CHESHIRE DR
WARNER ROBINS GA 31088

RIGGS, JAMES;BUSTAMANTE, EENETH
214 OAKLAWN ST
HIGH POINT NC 27262

SAINTSING CLIFTON MEREDITH
802 SCENIC WAY
THOMASVILLE NC 27360

SAINTSING WAYNE
1471 NATIONAL HWY
THOMASVILLE NC 27360-2319

SAINTSING WYATTE A
474 S MYERS RD
THOMASVILLE NC 27360

SANCHEZ-HERNANDEZ, OSCAR;ORTIZ- CORTEZ,
MARIA GISELA
3202 MERIDIAN AVE
HIGH POINT NC 27262

SOUTH ROAD PROPERTIES LLC
231 SOUTH RD
HIGH POINT NC 27262

SPIVEY JASON JAMES
1508 NATIONAL HWY
THOMASVILLE NC 27360

THECO INC
1208 LEXINGTON AVE
THOMASVILLE NC 27360-3417

THOMASVILLE ONE LLC
1530 NATIONAL HWY
THOMASVILLE NC 27360

THREATT, O J III
5010 SHADYGROVE LN
GREENSBORO NC 27407

TLG 1 LLC
P O BOX 4991
MARTINSVILLE VA 24115

TRACE WAY PROPERTIES LLC
309 COUNCIL ST
THOMASVILLE NC 27360-0000

TRIAD 5H LLC
PO BOX 636
TRINITY NC 27370

TUCKER, MELVIN LEE;TUCKER, GLENDA H
217 HIATT DR
THOMASVILLE NC 27360

WADE CHARLES THOMAS
1381 JOHNSONTOWN RD
THOMASVILLE NC 27360

WADE HARRY R ET ALS
P O DRAWER 988
THOMASVILLE NC 27361

WARD, ROBERT LEE
208 OAKLAWN ST
HIGH POINT NC 27262

WHITE JAY D C/O ELLEN WHITE
3215 RIVERSIDE DRIVE
LEXINGTON NC 27292-0000

WINTERS CYNTHIA SAINTSING
221 S MYERS RD
THOMASVILLE NC 27360

YATES DAVID SAMUEL
411 NORTHSIDE DR
LEXINGTON NC 27292-0000

YATES LARRY CLARK TRUSTEE
3553 APT 1F RAMSEY ST
HIGH POINT NC 27265

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: Ordinance to Demolish – 1105 Forrest St.

From: Thanena Wilson, Interim Director
Community Development & Housing

Meeting Date: 8/15/2022

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 1105 Forrest Street.

BACKGROUND:

After a Complaint and Notice of Hearing was issued and a hearing held, an Order to Repair or Demolish was issued on 5/6/2022. No action occurred by the compliance date of 6/6/2022. 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:**

1105 Forrest St.

OWNER:

Custom Property Development LLC
(Purchased 9/21/2020)

**REASON FOR
INSPECTION:**

Original case from 2016 – started over

**FIRST
INSPECTION:**
3/11/2021

Summary of Major Violations
1. Install missing sheetrock throughout (ceilings and walls)
2. Install required plumbing fixtures
3. Install electrical switches, outlets and fixtures
4. Install insulation (ceilings and walls)
5. Install breaker box and breakers

**HEARING
RESULTS:**
5/6/2022

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:**
5/6/2022

Order to Repair or Demolish
Date of Compliance 6/6/2022

APPEALS:

None

**OWNER
ACTIONS:**

Summer of 2021 - Installed new windows and door; worked on siding and painting exterior

ADDITIONAL:

On September 24, 2021, the inspector spoke to Dan, the new owner and he stated they were finishing up one job and will be starting on this property in about 2 to 3 weeks.

December 31, 2021, the inspector spoke to the owner Dan again, and he stated that he is having a problem getting materials and his goal is to be done with everything the first part of March (2022).

January 14, 2022, the inspector noted that he spoke with Dan and he said he plans to get permits and start work March 1.

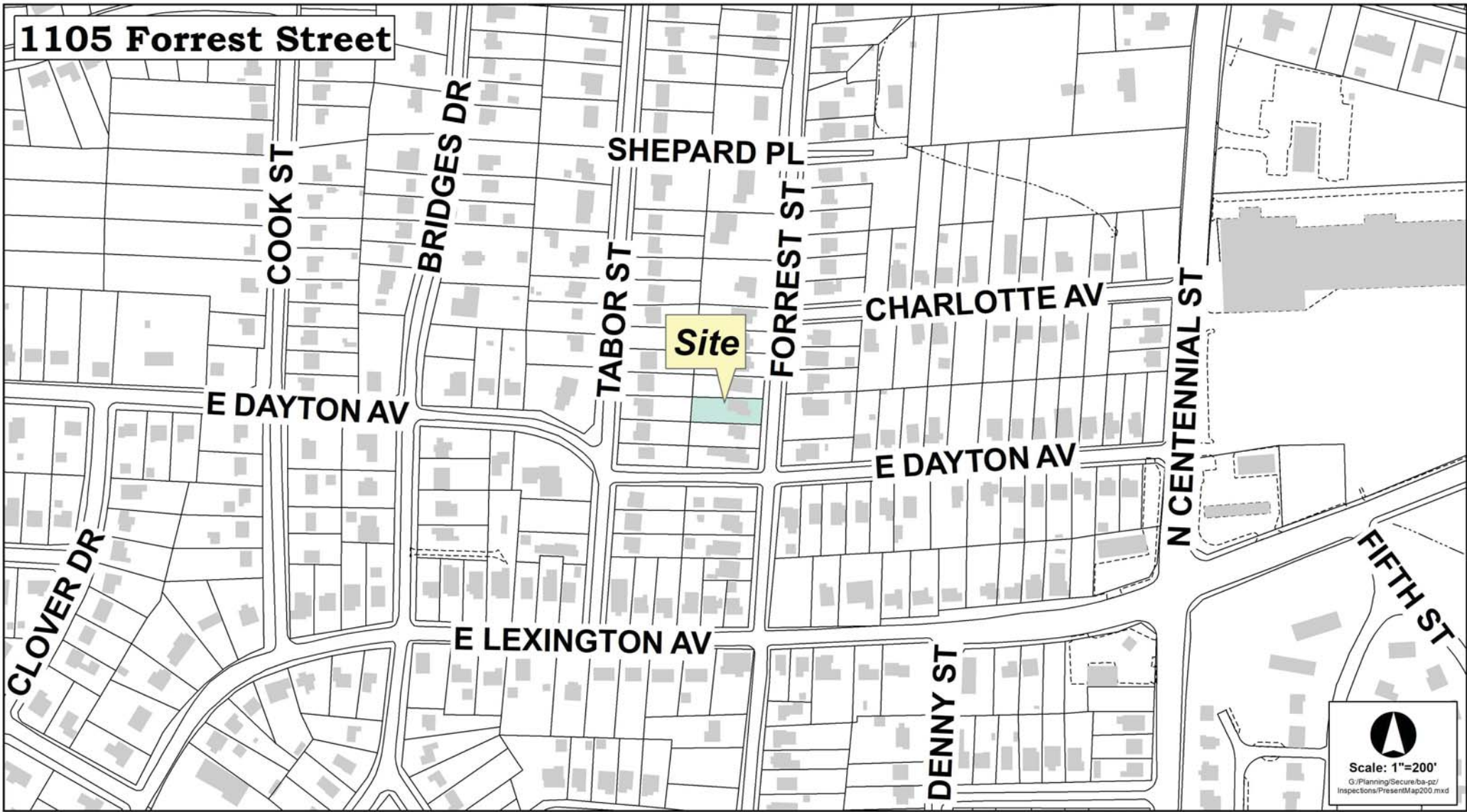
March 15, 2022, the inspector called the owner and left a message for him to return the call, advising the case may still go to Council. The inspector did note that some work on the exterior had been done.

June 22, 2022, the inspector called again and left a voicemail for the owner.

August 2, 2022, the inspector spoke with the owner and made an appointment for August 3 to see the inside of the property and take pictures.

- Note: We did not have a Lis Pendens recorded at the time this property was sold, therefore we held a Hearing and issued new Order after the current owner purchased the property.

Guilford County property taxes are delinquent in the amount of \$350.00 for 2021.



1105 Forrester Street

Site

Scale: 1"=200'

G:\Planning\Secure\ba-pz\inspections\PresentMap200.mxd

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

1105 Forrest St.

OWNER (S)

Custom Property Development
1509 Fox Hollow Rd.
Greensboro, NC 27410

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 15th day of August, 2022

Mary Brooks, Deputy City Clerk



28 July 2022



28 July 2022



28 July 2022



28 July 2022



03 August 2022



03 August 2022



03 August 2022



03 August 2022



03 August 2022



03 August 2022



03 August 2022



03 August 2022



03 August 2022



03 August 2022

CITY OF HIGH POINT

AGENDA ITEM



Title: Grant of Easement – High Point City Lake

From: JoAnne Carlyle, City Attorney

Meeting Date: Monday, February 7, 2022

Public Hearing: Not Required

Advertising Date: N/A

Advertised By: N/A

Attachments: Easement

Purpose/Background:

Duke Energy Carolina, LLC (“Duke”) has requested the City grant it an easement to construct electric and communication lines related to the operation of certain underground electric facilities, which will be underground and located across a 20 foot strip of land in uniform width lying equidistant on both sides of a centerline, along with an area ten feet wide on all sides located at the High Point City Lake.

Budget Impact:

No impact.

Recommendation:

Council is requested to approve the dedication of an easement on the property owned by the City, located at High Point City Lake.

Prepared by: Duke Energy Carolinas, LLC/Tim Craver
Return to: Duke Energy Carolinas, LLC
Attn: Greg Rowe
PO Box 6318
High Point, NC 27262

Parcel # 202937

EASEMENT

State of North Carolina

County of Guilford

THIS EASEMENT ("**Easement**") is made this ____ day of _____ 20__, from **CITY OF HIGH POINT**, NC ("**Grantor**", whether one or more), to **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company ("**Grantee**").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "**Facilities**"). Grantor is the owner of that certain property described in that instrument recorded in Deed Book 3125, Page 297, Guilford County Register of Deeds ("**Property**").

The Facilities shall be underground, except as needed on or above the ground to support the underground Facilities, and located in, upon, along, under, through, and across a portion of the Property within an easement area described as follows: A strip of land twenty feet (20') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, (hereinafter referred to as the "**Easement Area**").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. The rights granted in this Easement include the right to install Facilities wherever needed on the Property to serve future development on the Property and neighboring lands. Portions of the Facilities may be installed immediately and other portions may be installed in the future as the need develops. Facilities installed in the future shall be installed at locations mutually agreeable to the parties hereto if they are to be located outside of the Easement Area. Upon any future installations of Facilities at mutually agreed locations, the Easement Area shall be deemed to include such future locations at the widths defined in this Easement.
9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this _____ day of _____, 20____.

CITY OF HIGH POINT

_____, _____ (SEAL)

STATE OF _____

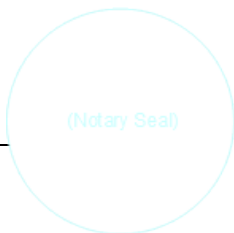
COUNTY OF _____

I, _____, a Notary Public of _____ County, State of _____, certify that _____, as _____ of CITY OF HIGH POINT, NC, personally appeared before me this day and acknowledged the due execution of the foregoing EASEMENT.

Witness my hand and notarial seal, this _____ day of _____, 20____.

Notary Public: _____

Commission expires: _____



**RESOLUTION AUTHORIZING CONDEMNATION TO ACQUIRE A CERTAIN
PORTION OF PROPERTY IN CONNECTION WITH THE MONTLIEU AVENUE
IMPROVEMENT PROJECT**

WHEREAS, the City Council of the City of High Point hereby determines that it is necessary and in the public interest to acquire a temporary construction easement located at 302 Montlieu Avenue (Quebein Avenue), High Point, Guilford County, North Carolina.

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

WHEREAS, it is deemed in the best interest of the City that the City Attorney be authorized to institute civil proceedings to condemn said property and that the Director of Finance issue a draft to the Clerk of Superior Court as just compensation to the owner in the amount of \$541.00;

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

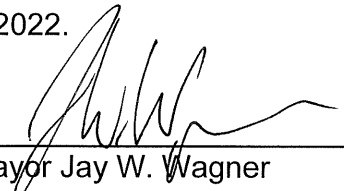
1. the City of High Point shall acquire the property at issue;

title to a that certain property located 302 Montlieu Avenue (Quebein Ave.), High Point, Guilford County, described in Deed Book 3697, Page 23032 of the Guilford County Registry.
2. the City Attorney of the City of High Point is hereby directed to institute the necessary proceedings under Chapter 40A of the North Carolina General Statutes to acquire the said property;
3. the Director of Finance is hereby authorized to issue a draft in the amount of \$541.00 to the Clerk of Superior Court as just compensation to said owners.

Adopted by City Council, the 7th day of February, 2022.


Lisa B. Vierling City Clerk





Mayor Jay W. Wagner

NOTES:

1. SITE IS SUBJECT TO ALL EASEMENTS, R/W AND AGREEMENTS OF RECORD PRIOR TO THE DATE OF THE SURVEY.
2. ALL DISTANCES ARE HORIZONTAL GROUND, UNLESS OTHERWISE NOTED
3. ALL BEARINGS ARE GRID BEARINGS.
4. AREA COMPUTED BY COORDINATE GEOMETRY.

GPS TIE

Class of survey: Class A

Positional accuracy: 0.10'

Type of GPS (or GNSS) field procedure: NC VRS

Date(s) of survey : FEB 12, 2020

Datum/Epoch : NAD 83 (2011)

Published/fixed control: VRS

Geoid model: (12A)

Combined grid factor: 0.99991236618210

Units : U.S. Feet

C.S.F. - 0.99991236618210
GRID NORTH NAD 83

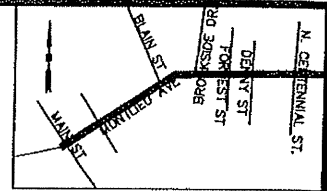
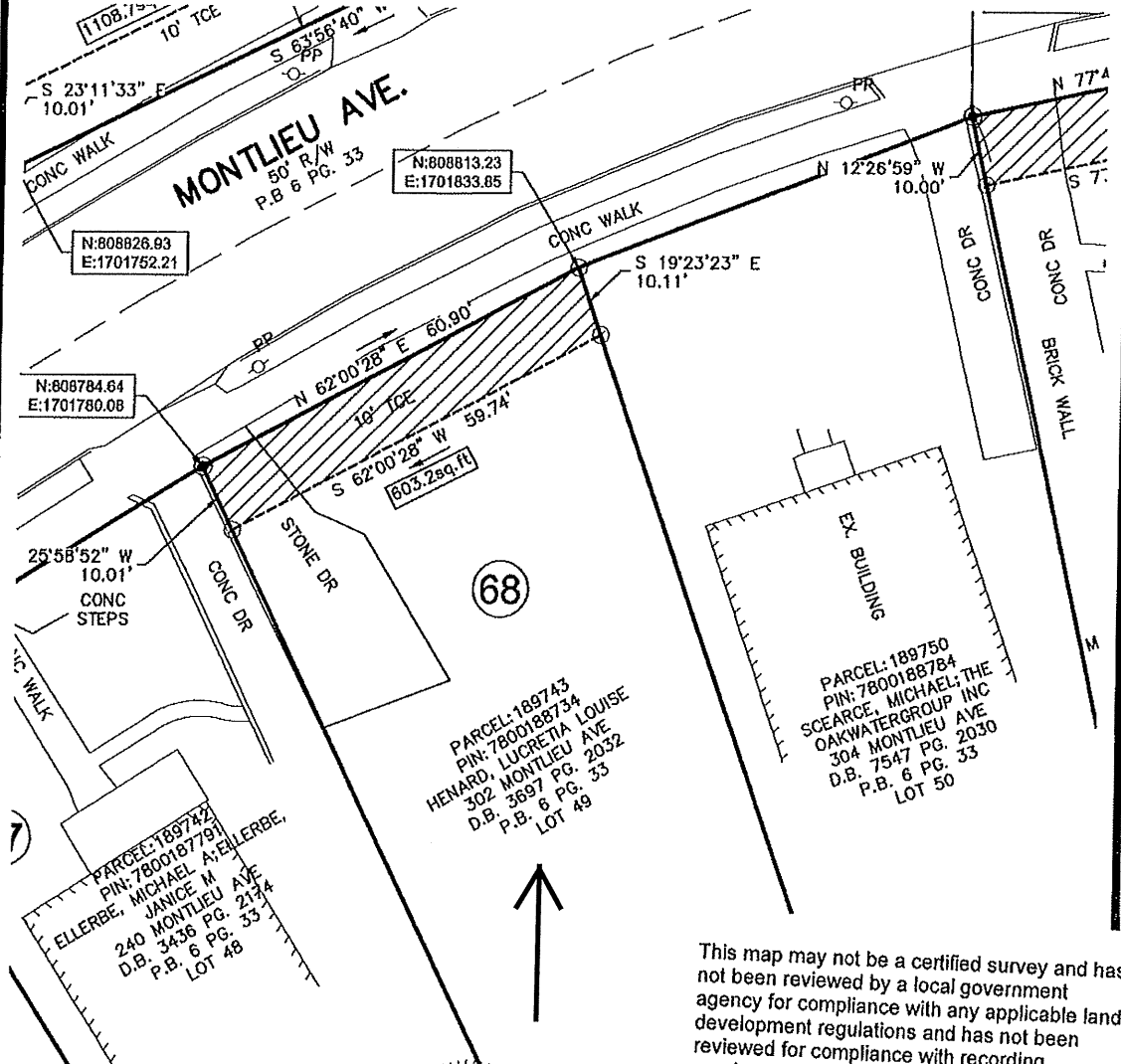


EXHIBIT A



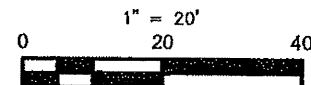
This map may not be a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats

LEGEND

- TCE
- TEMPORARY CONSTRUCTION EASEMENT
 - EXISTING IRON PIPE
 - FIRE HYDRANT
 - POWER POLE
 - EASEMENT POINT
 - DEED/PLAT LINE
 - EASEMENT LINE

I certify that this map was drawn under my supervision from an actual survey made under my supervision (deed description recorded in SEE, page REF or other reference source); that the boundaries not surveyed are indicated as drawn from information in Book _____, page _____, or other reference source _____; that the ratio of precision or positional accuracy is 10,000 +; and that this map meets the requirements of The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56.1600)."

Seal
Professional Land Surveyor



TEMPORARY CONSTRUCTION EASEMENT FOR THE CITY OF HIGH POINT

PARCEL: 189743
HENARD, LUCRETIA LOUISE
302 MONTLIEU AVE

CITY OF HIGH POINT-HIGH POINT TOWNSHIP

DATE: 12/3/20

PROJECT NO: 20-14

SGROI LAND SURVEYING, PLLC.
145 W. PARRIS AVE., SUITE 101
HIGH POINT N.C. 27262
336-885-1366

COMPANY REGISTRATION P-0138

CITY OF HIGH POINT

AGENDA ITEM



Title: Eastside Primary Sludge Pump
6 -Inch Penn Valley Double Disc Pump
From: Robby Stone – Public Services Director
Derrick Boone – Asst. Director Public Services
Public Hearing: No
Attachments: Attachment A – Quote
Attachment B- Sole Source Letter

Meeting Date: August 15, 2022
Advertising Date: N/A
Advertised By: N/A

PURPOSE:

For the sole source purchase of an additional 6-inch Penn Valley Double Disc Pump for the Eastside Wastewater Treatment Plant (WWTP).

BACKGROUND:

The Eastside WWTP originally had five Peristaltic Primary Sludge Pumps (PSPs). The peristaltic pumps have been costly to maintain and have difficulty handling the solids loading coming into the plant. The Eastside WWTP researched various types of pumps for handling high solids concentrations and determined that the double disc pump would be the most beneficial in pumping the sludge from the primary clarifiers. The double disc pump design requires minimal maintenance, less maintenance, and can pump greater than 5% solids. The Public Services Department has budgeted each year to replace one of the peristaltic pumps with a Penn Valley Double Disc Pump. Since FY 2019/2020, four pumps have been replaced, and this will now be the fifth and final pump to be changed out.

BUDGET IMPACT:

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

RECOMMENDATION / ACTION REQUESTED:

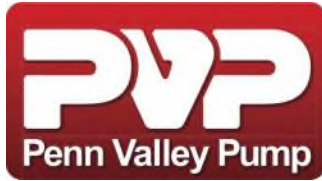
City Council is requested to approve a sole source purchase of \$38,929.00 to Penn Valley Pump, Co Inc.



Existing Primary Sludge Peristaltic Pumps



6" Penn Valley Double Disc Pump that has been installed in the Primary Clarifier Building



Penn Valley Pump Co., Inc.

998 Easton Road • Warrington, PA 18976

Ph: 215-343-8750 • Fax: 215-343-8753

www.pennvalleypump.com

October 11, 2021

Darrick Q. Boone
Assistant Public Services Director
City of High Point
211 S. Hamilton, Room 206
High Point, NC 27260

Subject: Sole Source Letter

Dear Mr. Boone,

We confirm that Penn Valley Pump Co. Inc., located at 998 Easton Road, Warrington, PA is the sole manufacturer for the patented Double Disc Pump technology. The pump is a reciprocating positive displacement pump design based on a non-captive, free-disc technology.

We are the only source provider for new equipment, factory authorized spare parts and repairs for such equipment.

The product is manufactured at our facility in Warrington, PA and all spare parts are kept on the shelf for immediate shipment.

We appreciate your consideration of the above. Please feel free to contact me should there be any questions or additional information be required.

Sincerely,
PENN VALLEY PUMP CO., INC.

Preston Campbell
Vice President – Sales

Cc: File



The World Leader in Free-Disc
Pumping Technology



To: John Thomas, WWTP Superintendent City of High Point 5898 Riverdale Drive Jamestown, NC 27282	Date: 7/19/2022	Quote No: 22161
	Project: Eastside WWTP	
	Quoted by: Les Burrage	

Qty	Description	Unit Price	Total Price
	Application: Primary Sludge Transfer, up to 5% solids		
	Duty: 225GPM @ 50ft TDH		
	Suction: Assumed flooded (suction line conditions to be verified)		
	Note, Sludge pump replacement for Pump Number 3.		
1	6" Model 6DDSX107CNU-MK1 Penn Valley Double Disc Pump™ unit: • 6" ASA/ANSI 150# flanged suction and discharge connections • Cast iron housing and neoprene elastomers • Maintain-in-place hinged housing design for ease of maintenance • Two-piece swan neck design with full port rigid clack valve • 10HP, 1160RPM 230-460/3/60 Severe duty, inverter ready motor • 225RPM Max pump speed achieved with V-belt and pulley drive • Suction and Discharge pulsation dampeners, Custom as per Drawing. • 304SS Welded base with OSHA approved guards and covers • Pump and dampeners coated with industrial primer and topcoat • Per drawing PVD769 Side motor mount. CUSTOM DRAWING	\$30,718.00	\$30,718.00
1	Custom direct entry suction connection and 6" flanged spool section to match existing piping centerline height.	\$605.00	\$605.00
1	4" flanged spool piece with approximately w/ 2.5" offset. (Length and offset to be confirmed by field measurement once pump is installed)	\$522.00	\$522.00
1	Model PVP420VSM Suction vacuum switch assembly consisting of: 1" NPT SS316 sensor with EPDM sleeve, NEMA 4X adjustable switch w/ <u>manual reset</u> , set at 10" Hg and 4" (30" Hg - 30psi) SS gauge. Mounts to top of dampener to provide indication of high vacuum condition. (Must be wired back to controls shut pump down upon high pressure)	\$1,368.00	\$1,368.00
1	Model PVP420PSM Discharge pressure switch assembly consisting of 1" NPT SS316 sensor with EPDM sleeve, NEMA 4X adjustable switch w/ <u>manual reset</u> , set at 30psi and 4" (0-100psi) SS gauge. Mounts to top of dampener to provide protection against over pressurization. (Must be wired back to controls shut pump down upon high pressure)	\$1,368.00	\$1,368.00
1	PVP 759-4 GA Ludlow 4" flanged check valves with PVP custom spring assisted assembly, cast iron body	\$2,093.00	\$2,093.00
1	Days of start-up and training services (one-trip)	\$1,400.00	\$1,400.00
1	Estimated transport to site. Estimated weight of shipment is 1,600 lbs.	\$855.00	\$855.00
	Total:		\$38,929.00



The World Leader in Free-Disc
Pumping Technology



Commercial Information:

1. Shipment is 10 – 12 weeks after receipt of purchase order or approved submittals.
2. Submittals, if required, are 2 – 3 weeks after receipt of purchase order.
3. Freight terms are F.O.B. Factory, Warrington, PA with freight allowed to jobsite.
4. Terms are Net 30 days after receipt of invoice.
5. Quotation is valid for 120 days from date of issue.
6. Warranty is two (2) years from date of shipment for manufacturer's defects in materials and workmanship.

The following items have not been included:

- Installation
- Foundations, anchor bolts, grouting and foundation design
- Motor starters, Variable Frequency Drives (VFD's) or Controls



Design Notes

- **Suction Piping Design:** It is imperative that the application has a properly designed suction piping system based on the hydraulic conditions. The importance of a properly sized system cannot be over emphasized. Most pump operational problems and pump failures are created by improper suction line conditions. The length and diameter of the suction line along with the static suction conditions must be provided to ensure pump(s) are properly sized. The system must be designed for the maximum flow if multiple pumps will operate simultaneously through common suction piping. PVP will run the appropriate calculations and verify the application.
- **Piping:** All piping should be independently supported near the pump so that pipe strain will not be transmitted to the pump. The use of pipe hangers/supports must rigidly support and laterally brace the piping to prevent pipe movement. Adequate support and bracing close the pump is the best method to prevent pipe movement. We do **NOT** recommend the use of flexible connections/expansion joints on the suction and discharge connections of the pump. Our long-term experience has found these items do not reduce vibration, but rather can allow pipe movement since the connections are not rigid. To maximize the pump's "Maintain-in-Place" design the suction flange should be attached rigidly to the suction piping. The use of slip joints and mechanical pipe joining systems (i.e. Victaulic style) is also highly discouraged. These mechanical systems do not provide the same rigid connections as traditional flanged piping systems. These mechanical systems can be difficult to properly brace leading to pipe vibration issues. If mechanical piping joining systems will be used, the engineer, contractor or owner must ensure the manufacturer's installation method for rigid pipe cutting and coupling connections is strictly adhered to.
- **Check Valves:** The use of check valves is required when there are multiple double disc pumps connected to a common discharge line or the pump will be installed on a common discharge line with other styles of pumps. If a check valve is required for the application, we recommend an elastomer "swing-flex" style. The use of spring or weighted styles should be avoided as they can create vibration, create noise and can begin to leak at the shaft protrusion through the housing over time.
- **Low or No Discharge Head:** Very low or no discharge pressure applications (negative head, downhill flow) may require the introduction of artificial head to ensure proper pump operation and prevent siphoning. The creation of artificial head can be achieved by: 1) elevating discharge piping above suction source high liquid level elevation and installing anti-siphon valve, 2) installing a back-pressure valve as provided by PVP or 3) installing mechanically/pneumatically actuated pinch valves. PVP will verify the requirement for these devices based upon a review of the hydraulic conditions at time of quotation generation.
- **Motors:** Our standard motor is a Toshiba EQP Severe Duty NEMA Premium efficiency. This motor is inverter rated and exceeds NEMA MG31 Part 31 and suitable for 20:1 constant torque turndown range. Motor is suitable for Cl 1, Div 2 GRP A, B, C, D/Zone. Other motors and accessories are available such as: thermal overload, space heaters and motor shaft grounding rings.
- **Controls:** The double disc pump can be operated by a motor starter for constant speed applications or a variable frequency drive (VFD) for variable speed applications. If using a motor starter, we recommend a soft-start feature to allow the pump speed to ramp up to maximum operating speed to minimize start-up pressure spikes. This feature is especially important on long suction and/or discharge lines. If using a VFD (recommended option) the unit must be sized as heavy duty for constant torque applications. This may mean the horsepower of the VFD has to be one size larger than the motor size. A drive that is undersized may experience DC bus issues requiring the addition of dynamic braking resistors.
- **Vacuum and Pressure Switch/Gauge:** You will normally find these items are included in our quotation. The vacuum switch provides indication of a potential clogging issue that can be flushed or cleaned before it is too hard to remove. The discharge pressure switch is required (all positive displacement pumps require one) to prevent pump damage due to over pressurization if the pump is operated against a high pressure line, closed valve or clogged line.

CITY OF HIGH POINT

AGENDA ITEM

**Title: City of Trinity – Interlocal Agreement for Wastewater Treatment**

From: Robby Stone – Public Services Director
Derrick Boone – Asst. Director Public Services

Meeting Date: August 15, 2022

Public Hearing: No

Advertising Date: N/A

Advertised By: N/A

Attachments: Attachment A – Interlocal Agreement
Attachment B – Municipal Wastewater Commodity Rate - Example

PURPOSE:

The City of Trinity desires to direct wastewater flow to the Westside Wastewater Treatment Plant (WWTP).

BACKGROUND:

Trinity presented a request to utilize a discharge limit up to 1 million gallons per day (mgd) or 10 percent of the current Westside WWTP capacity. Trinity has agreed to provide a capital contribution of \$5.6M over twenty years to secure this capacity. In addition, Trinity will be responsible for maintaining their existing collection system including lift stations and lines. Trinity will install a meter for measuring wastewater flow that will be calibrated a minimum of two times each year. A usage cost for the operation and maintenance expenditures will be calculated annually and presented to Trinity. Trinity will participate in unexpected and unfunded repairs at the Westside WWTP as issues arise as well as their share of Capital Improvements to the WWTP. A list of Capital Improvement Plan costs will be shared with Trinity for informational and budgeting purposes. Fee and correctional mechanisms are in place to address surcharges in capacity, biological oxygen demand (BOD) and total suspended solids (TSS). Westside WWTP has enough capacity to support the requested service.

BUDGET IMPACT:

Operational processes will be billed monthly to the City of Trinity.

RECOMMENDATION / ACTION REQUESTED:

City Council is requested to approve the Interlocal Agreement with the City of Trinity.

NORTH CAROLINA
GUILFORD COUNTY

INTERLOCAL AGREEMENT
FOR WASTEWATER TREATMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) made and entered into this ____ day of _____, 2022 (“Effective Date”), by and between the **CITY OF HIGH POINT**, a North Carolina municipal corporation with a principal place of business located at 211 South Hamilton Street, High Point, NC (“High Point”) and the **CITY OF TRINITY**, a North Carolina municipal corporation, with a principal place of business located at 5978 NC Highway 62, Trinity, NC (“Trinity”) (High Point and Trinity hereinafter collectively referred to as the “Parties” and individually as the “Party”).

WITNESSETH:

WHEREAS, High Point owns and operates the Westside Wastewater Treatment Plant, located at 1044 West Burton Road, Thomasville, NC 27360 (“Westside WWTP”), which the North Carolina Department of Environmental Quality Division of Water Resources (“NCDEQ”) under the National Pollutant Discharge Elimination System has permitted capacity to accept and treat up to 10 million gallons per day (“MGD”) of wastewater, (“NPDES Permit Number NC0024228”); and

WHEREAS, Trinity desires to utilize up to ten percent (10%) of the Westside WWTP permitted capacity, which is 1.0 MGD, and High Point is agreeable to allowing Trinity to use up to 1.0 MGD in exchange for Trinity paying certain capital and operational costs, as more particularly described below; and

WHEREAS, the Parties desire to set forth their agreement for such exchange; and

WHEREAS, Part I of Article 20 of Chapter 160A of the North Carolina General Statutes,

as amended, authorizes any unit of local government to enter into an interlocal agreement in order to execute an undertaking whereby a unit of local government exercises any power, function, public enterprise, right, privilege, or immunity either jointly with or on behalf of another unit of local government; and

WHEREAS, the governing bodies of High Point and Trinity, finding that this Agreement is in the best interest of the Parties, have ratified this Agreement by resolutions being recorded and spread upon their respective minutes; and,

NOW, THEREFORE, for and in consideration of the mutual benefits, covenants, and promises contained herein, and other good and valuable consideration, the Parties agree as follows:

1. Discharge to Westside WWTP. Trinity shall utilize up to 1.0 MGD of the permitted capacity of the Westside WWTP. Trinity's discharge to the High Point wastewater system shall comply with all applicable federal, state, and local laws, regulations, and ordinances, including but not limited to NCDEQ requirements and High Point's Code of Ordinances Title 8, Article B, as amended from time to time, and incorporated herein by reference ("High Point's Sewer Use Ordinance").

2. Maintenance Standard. Trinity shall be responsible for the maintenance of its wastewater lines and collection system up until the point of discharge to High Point's wastewater line at manhole number 21081. Trinity's maintenance shall comply with all applicable federal, state, and local laws, regulations, and ordinances, including but not limited to NCDEQ requirements and High Point's Sewer Use Ordinance.

3. Measurement Standard and Sampling Location. High Point's lab and its consultants shall determine the accepted data and measurement standard. Trinity shall provide a sampling location at the Steeplegate Pump Station, 7272 Tanner Court, Trinity, North Carolina

27370, for High Point to utilize to conduct routine sampling and monitoring of wastewater flow, as required by High Point's Sewer Use Ordinance.

4. Meter. Trinity shall be responsible to own and operate its meter, which includes engaging a third party to calibrate the meter at least every six (6) months. Trinity shall provide High Point advanced notice of each calibration, so that the calibration shall be conducted in the presence of representatives from both Trinity and High Point. Trinity shall then provide High Point a verification or report of the calibration. If there is an issue with the meter's operation or reading capability and there is no acceptable billing data available, High Point shall charge the full amount for the day(s) the meter cannot be read.

5. Payment for Discharge. Trinity's payment for discharge shall be as follows:

(a) Initial Capital Contribution. The total principal payment is five million six hundred thousand dollars ("Initial Capital Contribution"). Upon execution of this Agreement, Trinity shall pay High Point a ten percent (10%) down payment of the Initial Capital Contribution, which is five-hundred and sixty thousand dollars (\$560,000.00). The remainder of the Initial Capital Contribution is to be paid on a monthly basis over a period of twenty (20) years, as described on **EXHIBIT A**, attached hereto and incorporated herein by reference. If Trinity elects to pay any portion of the Initial Capital Contribution early, there shall be no early payment penalty.

(b) Usage Cost. On or before the first day of February each year, High Point shall provide to Trinity an adjusted commodity rate. High Point shall determine the actual costs expended for the operation and maintenance of Westside WWTP during the preceding fiscal year. High Point shall determine the amount of

wastewater discharged to the Westside WWTP by Trinity during the preceding fiscal year. High Point shall then allocate the total related expenditures, calculated as described above, among Trinity and High Point in direct proportion to the wastewater discharged into High Point's system during the preceding fiscal year. The usage charge to Trinity shall be adjusted annually based on cost figures as set forth above.

(c) Administrative, Sampling, and Testing Costs. Trinity shall pay an administrative cost of seventy-five dollars (\$75.00) per month, plus the actual cost for sampling and testing of biochemical oxygen demand (“BOD”) and total suspended solids (“TSS”).

(d) Repair Cost. In the event there is an unexpected and unfunded repair needed to the Westside WWTP, High Point shall notify Trinity, and Trinity shall pay ten percent (10%) of the actual total cost for the repair.

(e) Capital Improvement Plan Cost. On or before the first day of February each year, High Point shall provide to Trinity a copy of its capital improvement plan (“CIP”), for informational and budgeting purposes only, as the CIP may change. Trinity shall be responsible for ten percent (10%) of the actual CIP cost(s). If actual CIP costs exceed the projected amount, the Parties shall meet to negotiate any material differences. The CIP cost(s) shall be due to High Point upon completion of the CIP project.

6. Surcharges.

(a) Surcharge for Overage. If Trinity exceeds its 1.0 MGD utilization of the permitted capacity of the Westside WWTP, for flow exceeding 1.0 MGD, per

billing day, it shall be charged the Outside Rate, as defined on the High Point Comprehensive Fee Schedule, as amended from time to time, and incorporated herein by reference.

(b) Surcharge for BOD or TSS. If Trinity's discharge exceeds adopted BOD and TSS levels, it shall be charged the applicable surcharge as defined in High Point's Sewer Use Ordinance.

7. Monthly Invoice and Late Payment. High Point shall provide a monthly invoice to Trinity. Payment shall be due within thirty (30) days of the invoice date. Payment received more than thirty (30) days from the invoice date will result in a ten percent (10%) penalty being assessed, calculated on the invoice amount. If payment is received more than ninety (90) days from the invoice date, High Point may charge the then current Outside Rate, as defined on the High Point Comprehensive Fee Schedule, as amended from time to time, and incorporated herein by reference, for the total flow used by Trinity for the unpaid time period until paid in full. If there is an invoice dispute between the Parties, and the Parties cannot resolve it within ninety (90) days of invoice date, the Parties shall enter into non-binding mediation prior to initiating any remedies at law.

8. Inflow and Infiltration Study. If the wet weather flow from the Trinity force main exceeds a peaking factor of four (4), Trinity shall perform an inflow and infiltration study ("I&I Study"). Within six (6) months of completion of the I&I Study, Trinity shall provide to High Point a proposal and schedule to reduce the inflow and infiltration to an acceptable peaking factor. Within twenty-four (24) months of completion of the I&I Study, Trinity shall have addressed any recommendations from the I&I Study.

9. Periodic Review. The Parties shall conduct a periodic review of this Agreement on

an annual basis. If a material change in circumstances is identified, the Parties shall negotiate in good faith related to the change and amend this Agreement as necessary.

10. Change in Circumstances. In the event there is a change in environmental laws or regulations, NCDEQ requires the Westside WWTP to be upgraded, or High Point determines the need for an upgrade to the facility, Trinity shall pay ten percent (10%) of the actual cost paid by High Point. The actual cost paid by High Point shall reflect any applicable reduction due to funds received from another source.

11. Additional Capacity. In the event High Point decides to increase the capacity of the Westside WWTP, Trinity shall have a right of first refusal to utilize ten percent (10%) percent of the additional capacity, or to negotiate for a greater amount of capacity, and the Parties shall amend this Agreement accordingly.

12. Term. This Agreement shall commence on the Effective Date and continue for a term of twenty (20) years ("Initial Term"). This Agreement may be renewed for additional ten (10) year terms, if agreed to by the Parties in writing ("Renewal Term"). During any Renewal Term, the Initial Capital Contribution as defined above shall already be paid in full, and therefore no longer due to High Point under this Agreement.

13. Termination. This Agreement may be terminated for convenience by either Party with at least two (2) years advanced written notice. If Trinity terminates this contract before the end of the Initial Term, the Initial Capital Contribution shall be due and paid in full before this Agreement terminates.

14. Relationship Between the Parties. This Agreement shall not under any circumstances be construed to make High Point and Trinity partners, joint venturers, or Parties to similar relationships with each other.

15. Notice. All notices, approvals, consents, requests or demands required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficiently given when deposited in the mail, first-class postage prepaid, and addressed to the respective Parties as follows:

TRINITY:

City Manager
City of Trinity
P.O. Box 50
5978 NC Highway 62
Trinity, NC 27370

HIGH POINT:

Public Services Director
Public Services Department
P. O. Box 230
High Point, NC 27261

With a copy to:

City Attorney's Office
City of High Point
P.O. Box 230
High Point, NC 27261

or to such other addresses as either Party shall subsequently designate by notice given in accordance with this section.

16. Modification, Severability, No Waiver. This Agreement may be modified or amended only by the written mutual consent of both Parties. The invalidity of one or more phrases, sentences, clauses or sections in this Agreement shall not affect the validity of the remaining portions of this Agreement, so long as the material purpose of this Agreement can be determined and effectuated. Any failure by either Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the term of this Agreement shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any such provision.

17. Governing Law and Venue. This 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). Any disputes, controversies, or claims arising out of this Agreement shall first be subject to non-binding mediation, with mediation costs shared equally by the Parties. Any disputes, controversies, or claims arising out of this Agreement that are unable to be resolved in mediation shall be brought in Guilford County, North Carolina.

18. Counterparts. This 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 and electronic signatures shall be deemed as effective as original signatures.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

[SEPARATE SIGNATURE PAGES TO FOLLOW]

CITY OF TRINITY

ATTEST:

By: _____
Richard McNabb, Mayor

Darien Comer, Interim City Clerk

APPROVED AS TO FORM:

Robert Wilhoit, City Attorney

PRE-AUDIT CERTIFICATION

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

Crystal Postell, Finance Director

CITY OF HIGH POINT

By: _____
Jay W. Wagner, Mayor

ATTEST:

Mary Brooks, Interim City Clerk

APPROVED AS TO FORM:

JoAnne Carlyle, City Attorney

PRE-AUDIT CERTIFICATION

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

Bobby Fitzjohn, Finance Director

Exhibit A

[INSERT PAYMENT SCHEDULE]

***Exhibit A to the Interlocal Agreement for Wastewater Treatment
Payment Schedule for the Initial Capital Contribution***

Annual Interest Rate	4%
Years	20
Payments Per Year	12
Amount	\$ 5,040,000 (\$5,600,000-560,000) with a 10% downpayment

Payment #	Payment	Principal	Interest	Balance
1	\$30,541.41	\$13,741.41	\$16,800.00	\$5,026,258.59
2	\$30,541.41	\$13,787.21	\$16,754.20	\$5,012,471.38
3	\$30,541.41	\$13,833.17	\$16,708.24	\$4,998,638.21
4	\$30,541.41	\$13,879.28	\$16,662.13	\$4,984,758.93
5	\$30,541.41	\$13,925.55	\$16,615.86	\$4,970,833.38
6	\$30,541.41	\$13,971.96	\$16,569.44	\$4,956,861.42
7	\$30,541.41	\$14,018.54	\$16,522.87	\$4,942,842.88
8	\$30,541.41	\$14,065.27	\$16,476.14	\$4,928,777.61
9	\$30,541.41	\$14,112.15	\$16,429.26	\$4,914,665.46
10	\$30,541.41	\$14,159.19	\$16,382.22	\$4,900,506.27
11	\$30,541.41	\$14,206.39	\$16,335.02	\$4,886,299.89
12	\$30,541.41	\$14,253.74	\$16,287.67	\$4,872,046.14
13	\$30,541.41	\$14,301.25	\$16,240.15	\$4,857,744.89
14	\$30,541.41	\$14,348.93	\$16,192.48	\$4,843,395.96
15	\$30,541.41	\$14,396.76	\$16,144.65	\$4,828,999.21
16	\$30,541.41	\$14,444.74	\$16,096.66	\$4,814,554.46
17	\$30,541.41	\$14,492.89	\$16,048.51	\$4,800,061.57
18	\$30,541.41	\$14,541.20	\$16,000.21	\$4,785,520.37
19	\$30,541.41	\$14,589.67	\$15,951.73	\$4,770,930.69
20	\$30,541.41	\$14,638.31	\$15,903.10	\$4,756,292.39
21	\$30,541.41	\$14,687.10	\$15,854.31	\$4,741,605.29
22	\$30,541.41	\$14,736.06	\$15,805.35	\$4,726,869.23
23	\$30,541.41	\$14,785.18	\$15,756.23	\$4,712,084.05
24	\$30,541.41	\$14,834.46	\$15,706.95	\$4,697,249.59
25	\$30,541.41	\$14,883.91	\$15,657.50	\$4,682,365.68
26	\$30,541.41	\$14,933.52	\$15,607.89	\$4,667,432.15
27	\$30,541.41	\$14,983.30	\$15,558.11	\$4,652,448.85
28	\$30,541.41	\$15,033.25	\$15,508.16	\$4,637,415.61
29	\$30,541.41	\$15,083.36	\$15,458.05	\$4,622,332.25
30	\$30,541.41	\$15,133.63	\$15,407.77	\$4,607,198.62
31	\$30,541.41	\$15,184.08	\$15,357.33	\$4,592,014.54
32	\$30,541.41	\$15,234.69	\$15,306.72	\$4,576,779.84
33	\$30,541.41	\$15,285.48	\$15,255.93	\$4,561,494.37
34	\$30,541.41	\$15,336.43	\$15,204.98	\$4,546,157.94
35	\$30,541.41	\$15,387.55	\$15,153.86	\$4,530,770.39
36	\$30,541.41	\$15,438.84	\$15,102.57	\$4,515,331.55
37	\$30,541.41	\$15,490.30	\$15,051.11	\$4,499,841.25
38	\$30,541.41	\$15,541.94	\$14,999.47	\$4,484,299.31
39	\$30,541.41	\$15,593.74	\$14,947.66	\$4,468,705.57
40	\$30,541.41	\$15,645.72	\$14,895.69	\$4,453,059.84
41	\$30,541.41	\$15,697.88	\$14,843.53	\$4,437,361.97
42	\$30,541.41	\$15,750.20	\$14,791.21	\$4,421,611.76
43	\$30,541.41	\$15,802.70	\$14,738.71	\$4,405,809.06
44	\$30,541.41	\$15,855.38	\$14,686.03	\$4,389,953.68

Exhibit A to the Interlocal Agreement for Wastewater Treatment

Payment Schedule for the Initial Capital Contribution

Annual Interest Rate	4%
Years	20
Payments Per Year	12
Amount	\$ 5,040,000 (\$5,600,000-560,000) with a 10% downpayment

Payment #	Payment	Principal	Interest	Balance
45	\$30,541.41	\$15,908.23	\$14,633.18	\$4,374,045.45
46	\$30,541.41	\$15,961.26	\$14,580.15	\$4,358,084.20
47	\$30,541.41	\$16,014.46	\$14,526.95	\$4,342,069.74
48	\$30,541.41	\$16,067.84	\$14,473.57	\$4,326,001.89
49	\$30,541.41	\$16,121.40	\$14,420.01	\$4,309,880.49
50	\$30,541.41	\$16,175.14	\$14,366.27	\$4,293,705.35
51	\$30,541.41	\$16,229.06	\$14,312.35	\$4,277,476.29
52	\$30,541.41	\$16,283.15	\$14,258.25	\$4,261,193.14
53	\$30,541.41	\$16,337.43	\$14,203.98	\$4,244,855.71
54	\$30,541.41	\$16,391.89	\$14,149.52	\$4,228,463.82
55	\$30,541.41	\$16,446.53	\$14,094.88	\$4,212,017.29
56	\$30,541.41	\$16,501.35	\$14,040.06	\$4,195,515.94
57	\$30,541.41	\$16,556.36	\$13,985.05	\$4,178,959.58
58	\$30,541.41	\$16,611.54	\$13,929.87	\$4,162,348.04
59	\$30,541.41	\$16,666.92	\$13,874.49	\$4,145,681.12
60	\$30,541.41	\$16,722.47	\$13,818.94	\$4,128,958.65
61	\$30,541.41	\$16,778.21	\$13,763.20	\$4,112,180.44
62	\$30,541.41	\$16,834.14	\$13,707.27	\$4,095,346.30
63	\$30,541.41	\$16,890.25	\$13,651.15	\$4,078,456.04
64	\$30,541.41	\$16,946.56	\$13,594.85	\$4,061,509.49
65	\$30,541.41	\$17,003.04	\$13,538.36	\$4,044,506.44
66	\$30,541.41	\$17,059.72	\$13,481.69	\$4,027,446.72
67	\$30,541.41	\$17,116.59	\$13,424.82	\$4,010,330.14
68	\$30,541.41	\$17,173.64	\$13,367.77	\$3,993,156.50
69	\$30,541.41	\$17,230.89	\$13,310.52	\$3,975,925.61
70	\$30,541.41	\$17,288.32	\$13,253.09	\$3,958,637.29
71	\$30,541.41	\$17,345.95	\$13,195.46	\$3,941,291.34
72	\$30,541.41	\$17,403.77	\$13,137.64	\$3,923,887.56
73	\$30,541.41	\$17,461.78	\$13,079.63	\$3,906,425.78
74	\$30,541.41	\$17,519.99	\$13,021.42	\$3,888,905.79
75	\$30,541.41	\$17,578.39	\$12,963.02	\$3,871,327.40
76	\$30,541.41	\$17,636.98	\$12,904.42	\$3,853,690.42
77	\$30,541.41	\$17,695.77	\$12,845.63	\$3,835,994.64
78	\$30,541.41	\$17,754.76	\$12,786.65	\$3,818,239.89
79	\$30,541.41	\$17,813.94	\$12,727.47	\$3,800,425.94
80	\$30,541.41	\$17,873.32	\$12,668.09	\$3,782,552.62
81	\$30,541.41	\$17,932.90	\$12,608.51	\$3,764,619.72
82	\$30,541.41	\$17,992.68	\$12,548.73	\$3,746,627.04
83	\$30,541.41	\$18,052.65	\$12,488.76	\$3,728,574.39
84	\$30,541.41	\$18,112.83	\$12,428.58	\$3,710,461.57
85	\$30,541.41	\$18,173.20	\$12,368.21	\$3,692,288.36
86	\$30,541.41	\$18,233.78	\$12,307.63	\$3,674,054.58
87	\$30,541.41	\$18,294.56	\$12,246.85	\$3,655,760.02
88	\$30,541.41	\$18,355.54	\$12,185.87	\$3,637,404.48

Exhibit A to the Interlocal Agreement for Wastewater Treatment

Payment Schedule for the Initial Capital Contribution

Annual Interest Rate	4%
Years	20
Payments Per Year	12
Amount	\$ 5,040,000 (\$5,600,000-560,000) with a 10% downpayment

Payment #	Payment	Principal	Interest	Balance
89	\$30,541.41	\$18,416.73	\$12,124.68	\$3,618,987.75
90	\$30,541.41	\$18,478.12	\$12,063.29	\$3,600,509.64
91	\$30,541.41	\$18,539.71	\$12,001.70	\$3,581,969.93
92	\$30,541.41	\$18,601.51	\$11,939.90	\$3,563,368.42
93	\$30,541.41	\$18,663.51	\$11,877.89	\$3,544,704.90
94	\$30,541.41	\$18,725.73	\$11,815.68	\$3,525,979.18
95	\$30,541.41	\$18,788.14	\$11,753.26	\$3,507,191.03
96	\$30,541.41	\$18,850.77	\$11,690.64	\$3,488,340.26
97	\$30,541.41	\$18,913.61	\$11,627.80	\$3,469,426.65
98	\$30,541.41	\$18,976.65	\$11,564.76	\$3,450,450.00
99	\$30,541.41	\$19,039.91	\$11,501.50	\$3,431,410.09
100	\$30,541.41	\$19,103.37	\$11,438.03	\$3,412,306.72
101	\$30,541.41	\$19,167.05	\$11,374.36	\$3,393,139.66
102	\$30,541.41	\$19,230.94	\$11,310.47	\$3,373,908.72
103	\$30,541.41	\$19,295.05	\$11,246.36	\$3,354,613.68
104	\$30,541.41	\$19,359.36	\$11,182.05	\$3,335,254.31
105	\$30,541.41	\$19,423.89	\$11,117.51	\$3,315,830.42
106	\$30,541.41	\$19,488.64	\$11,052.77	\$3,296,341.78
107	\$30,541.41	\$19,553.60	\$10,987.81	\$3,276,788.17
108	\$30,541.41	\$19,618.78	\$10,922.63	\$3,257,169.39
109	\$30,541.41	\$19,684.18	\$10,857.23	\$3,237,485.22
110	\$30,541.41	\$19,749.79	\$10,791.62	\$3,217,735.43
111	\$30,541.41	\$19,815.62	\$10,725.78	\$3,197,919.80
112	\$30,541.41	\$19,881.68	\$10,659.73	\$3,178,038.13
113	\$30,541.41	\$19,947.95	\$10,593.46	\$3,158,090.18
114	\$30,541.41	\$20,014.44	\$10,526.97	\$3,138,075.74
115	\$30,541.41	\$20,081.16	\$10,460.25	\$3,117,994.58
116	\$30,541.41	\$20,148.09	\$10,393.32	\$3,097,846.49
117	\$30,541.41	\$20,215.25	\$10,326.15	\$3,077,631.23
118	\$30,541.41	\$20,282.64	\$10,258.77	\$3,057,348.59
119	\$30,541.41	\$20,350.25	\$10,191.16	\$3,036,998.35
120	\$30,541.41	\$20,418.08	\$10,123.33	\$3,016,580.27
121	\$30,541.41	\$20,486.14	\$10,055.27	\$2,996,094.13
122	\$30,541.41	\$20,554.43	\$9,986.98	\$2,975,539.70
123	\$30,541.41	\$20,622.94	\$9,918.47	\$2,954,916.76
124	\$30,541.41	\$20,691.69	\$9,849.72	\$2,934,225.07
125	\$30,541.41	\$20,760.66	\$9,780.75	\$2,913,464.41
126	\$30,541.41	\$20,829.86	\$9,711.55	\$2,892,634.55
127	\$30,541.41	\$20,899.29	\$9,642.12	\$2,871,735.26
128	\$30,541.41	\$20,968.96	\$9,572.45	\$2,850,766.30
129	\$30,541.41	\$21,038.85	\$9,502.55	\$2,829,727.44
130	\$30,541.41	\$21,108.98	\$9,432.42	\$2,808,618.46
131	\$30,541.41	\$21,179.35	\$9,362.06	\$2,787,439.11
132	\$30,541.41	\$21,249.94	\$9,291.46	\$2,766,189.17

Exhibit A to the Interlocal Agreement for Wastewater Treatment

Payment Schedule for the Initial Capital Contribution

Annual Interest Rate	4%
Years	20
Payments Per Year	12
Amount	\$ 5,040,000 (\$5,600,000-560,000) with a 10% downpayment

Payment #	Payment	Principal	Interest	Balance
133	\$30,541.41	\$21,320.78	\$9,220.63	\$2,744,868.39
134	\$30,541.41	\$21,391.85	\$9,149.56	\$2,723,476.54
135	\$30,541.41	\$21,463.15	\$9,078.26	\$2,702,013.39
136	\$30,541.41	\$21,534.70	\$9,006.71	\$2,680,478.69
137	\$30,541.41	\$21,606.48	\$8,934.93	\$2,658,872.21
138	\$30,541.41	\$21,678.50	\$8,862.91	\$2,637,193.71
139	\$30,541.41	\$21,750.76	\$8,790.65	\$2,615,442.95
140	\$30,541.41	\$21,823.27	\$8,718.14	\$2,593,619.68
141	\$30,541.41	\$21,896.01	\$8,645.40	\$2,571,723.67
142	\$30,541.41	\$21,969.00	\$8,572.41	\$2,549,754.68
143	\$30,541.41	\$22,042.23	\$8,499.18	\$2,527,712.45
144	\$30,541.41	\$22,115.70	\$8,425.71	\$2,505,596.75
145	\$30,541.41	\$22,189.42	\$8,351.99	\$2,483,407.33
146	\$30,541.41	\$22,263.38	\$8,278.02	\$2,461,143.95
147	\$30,541.41	\$22,337.60	\$8,203.81	\$2,438,806.35
148	\$30,541.41	\$22,412.05	\$8,129.35	\$2,416,394.30
149	\$30,541.41	\$22,486.76	\$8,054.65	\$2,393,907.54
150	\$30,541.41	\$22,561.72	\$7,979.69	\$2,371,345.82
151	\$30,541.41	\$22,636.92	\$7,904.49	\$2,348,708.90
152	\$30,541.41	\$22,712.38	\$7,829.03	\$2,325,996.52
153	\$30,541.41	\$22,788.09	\$7,753.32	\$2,303,208.43
154	\$30,541.41	\$22,864.05	\$7,677.36	\$2,280,344.38
155	\$30,541.41	\$22,940.26	\$7,601.15	\$2,257,404.12
156	\$30,541.41	\$23,016.73	\$7,524.68	\$2,234,387.40
157	\$30,541.41	\$23,093.45	\$7,447.96	\$2,211,293.95
158	\$30,541.41	\$23,170.43	\$7,370.98	\$2,188,123.52
159	\$30,541.41	\$23,247.66	\$7,293.75	\$2,164,875.85
160	\$30,541.41	\$23,325.16	\$7,216.25	\$2,141,550.70
161	\$30,541.41	\$23,402.91	\$7,138.50	\$2,118,147.79
162	\$30,541.41	\$23,480.92	\$7,060.49	\$2,094,666.88
163	\$30,541.41	\$23,559.19	\$6,982.22	\$2,071,107.69
164	\$30,541.41	\$23,637.72	\$6,903.69	\$2,047,469.97
165	\$30,541.41	\$23,716.51	\$6,824.90	\$2,023,753.46
166	\$30,541.41	\$23,795.56	\$6,745.84	\$1,999,957.90
167	\$30,541.41	\$23,874.88	\$6,666.53	\$1,976,083.02
168	\$30,541.41	\$23,954.47	\$6,586.94	\$1,952,128.55
169	\$30,541.41	\$24,034.31	\$6,507.10	\$1,928,094.24
170	\$30,541.41	\$24,114.43	\$6,426.98	\$1,903,979.81
171	\$30,541.41	\$24,194.81	\$6,346.60	\$1,879,785.00
172	\$30,541.41	\$24,275.46	\$6,265.95	\$1,855,509.54
173	\$30,541.41	\$24,356.38	\$6,185.03	\$1,831,153.17
174	\$30,541.41	\$24,437.56	\$6,103.84	\$1,806,715.60
175	\$30,541.41	\$24,519.02	\$6,022.39	\$1,782,196.58
176	\$30,541.41	\$24,600.75	\$5,940.66	\$1,757,595.83

Exhibit A to the Interlocal Agreement for Wastewater Treatment

Payment Schedule for the Initial Capital Contribution

Annual Interest Rate	4%
Years	20
Payments Per Year	12
Amount	\$ 5,040,000 (\$5,600,000-560,000) with a 10% downpayment

Payment #	Payment	Principal	Interest	Balance
177	\$30,541.41	\$24,682.76	\$5,858.65	\$1,732,913.07
178	\$30,541.41	\$24,765.03	\$5,776.38	\$1,708,148.04
179	\$30,541.41	\$24,847.58	\$5,693.83	\$1,683,300.46
180	\$30,541.41	\$24,930.41	\$5,611.00	\$1,658,370.05
181	\$30,541.41	\$25,013.51	\$5,527.90	\$1,633,356.54
182	\$30,541.41	\$25,096.89	\$5,444.52	\$1,608,259.65
183	\$30,541.41	\$25,180.54	\$5,360.87	\$1,583,079.11
184	\$30,541.41	\$25,264.48	\$5,276.93	\$1,557,814.63
185	\$30,541.41	\$25,348.69	\$5,192.72	\$1,532,465.94
186	\$30,541.41	\$25,433.19	\$5,108.22	\$1,507,032.75
187	\$30,541.41	\$25,517.97	\$5,023.44	\$1,481,514.79
188	\$30,541.41	\$25,603.03	\$4,938.38	\$1,455,911.76
189	\$30,541.41	\$25,688.37	\$4,853.04	\$1,430,223.39
190	\$30,541.41	\$25,774.00	\$4,767.41	\$1,404,449.39
191	\$30,541.41	\$25,859.91	\$4,681.50	\$1,378,589.48
192	\$30,541.41	\$25,946.11	\$4,595.30	\$1,352,643.37
193	\$30,541.41	\$26,032.60	\$4,508.81	\$1,326,610.77
194	\$30,541.41	\$26,119.37	\$4,422.04	\$1,300,491.40
195	\$30,541.41	\$26,206.44	\$4,334.97	\$1,274,284.96
196	\$30,541.41	\$26,293.79	\$4,247.62	\$1,247,991.17
197	\$30,541.41	\$26,381.44	\$4,159.97	\$1,221,609.73
198	\$30,541.41	\$26,469.38	\$4,072.03	\$1,195,140.36
199	\$30,541.41	\$26,557.61	\$3,983.80	\$1,168,582.75
200	\$30,541.41	\$26,646.13	\$3,895.28	\$1,141,936.62
201	\$30,541.41	\$26,734.95	\$3,806.46	\$1,115,201.66
202	\$30,541.41	\$26,824.07	\$3,717.34	\$1,088,377.59
203	\$30,541.41	\$26,913.48	\$3,627.93	\$1,061,464.11
204	\$30,541.41	\$27,003.19	\$3,538.21	\$1,034,460.92
205	\$30,541.41	\$27,093.21	\$3,448.20	\$1,007,367.71
206	\$30,541.41	\$27,183.52	\$3,357.89	\$980,184.19
207	\$30,541.41	\$27,274.13	\$3,267.28	\$952,910.07
208	\$30,541.41	\$27,365.04	\$3,176.37	\$925,545.03
209	\$30,541.41	\$27,456.26	\$3,085.15	\$898,088.77
210	\$30,541.41	\$27,547.78	\$2,993.63	\$870,540.99
211	\$30,541.41	\$27,639.61	\$2,901.80	\$842,901.38
212	\$30,541.41	\$27,731.74	\$2,809.67	\$815,169.64
213	\$30,541.41	\$27,824.18	\$2,717.23	\$787,345.47
214	\$30,541.41	\$27,916.92	\$2,624.48	\$759,428.54
215	\$30,541.41	\$28,009.98	\$2,531.43	\$731,418.56
216	\$30,541.41	\$28,103.35	\$2,438.06	\$703,315.22
217	\$30,541.41	\$28,197.02	\$2,344.38	\$675,118.19
218	\$30,541.41	\$28,291.01	\$2,250.39	\$646,827.18
219	\$30,541.41	\$28,385.32	\$2,156.09	\$618,441.86
220	\$30,541.41	\$28,479.94	\$2,061.47	\$589,961.92

Exhibit A to the Interlocal Agreement for Wastewater Treatment

Payment Schedule for the Initial Capital Contribution

Annual Interest Rate	4%
Years	20
Payments Per Year	12
Amount	\$ 5,040,000 (\$5,600,000-560,000) with a 10% downpayment

Payment #	Payment	Principal	Interest	Balance
221	\$30,541.41	\$28,574.87	\$1,966.54	\$561,387.06
222	\$30,541.41	\$28,670.12	\$1,871.29	\$532,716.94
223	\$30,541.41	\$28,765.69	\$1,775.72	\$503,951.25
224	\$30,541.41	\$28,861.57	\$1,679.84	\$475,089.68
225	\$30,541.41	\$28,957.78	\$1,583.63	\$446,131.90
226	\$30,541.41	\$29,054.30	\$1,487.11	\$417,077.60
227	\$30,541.41	\$29,151.15	\$1,390.26	\$387,926.45
228	\$30,541.41	\$29,248.32	\$1,293.09	\$358,678.13
229	\$30,541.41	\$29,345.81	\$1,195.59	\$329,332.32
230	\$30,541.41	\$29,443.63	\$1,097.77	\$299,888.68
231	\$30,541.41	\$29,541.78	\$999.63	\$270,346.90
232	\$30,541.41	\$29,640.25	\$901.16	\$240,706.65
233	\$30,541.41	\$29,739.05	\$802.36	\$210,967.60
234	\$30,541.41	\$29,838.18	\$703.23	\$181,129.41
235	\$30,541.41	\$29,937.64	\$603.76	\$151,191.77
236	\$30,541.41	\$30,037.44	\$503.97	\$121,154.34
237	\$30,541.41	\$30,137.56	\$403.85	\$91,016.77
238	\$30,541.41	\$30,238.02	\$303.39	\$60,778.75
239	\$30,541.41	\$30,338.81	\$202.60	\$30,439.94
240	\$30,541.41	\$30,439.94	\$101.47	(\$0.00)
Total	\$7,329,938.06	\$5,040,000.00	\$2,289,938.06	

**RESOLUTION APPROVING AN INTERLOCAL AGREEMENT
FOR WASTERWATER TREATMENT FOR THE CITY OF TRINITY**

WHEREAS, pursuant to the provisions of Section 160A-461 of the General Statutes of North Carolina, the City of High Point (“City”) is authorized to enter into interlocal agreements with other units of local government and local political subdivisions in order to execute any undertaking; and

WHEREAS, the City of Trinity (“Trinity”) is a local political subdivision of the State, established and regulated by Chapter 98 of the Public Local and Private Laws of 1941, as amended by Chapter 793 of the 1969 Session Laws of Chapter 594 of the 1985 Session Laws, individually referred to as “Party” or collectively “Parties,” and

WHEREAS, High Point owns and operates the Westside Wastewater Treatment Plant, located at 1044 West Burton Road, Thomasville, NC 27360 (“Westside WWTP”), which the North Carolina Department of Environmental Quality Division of Water Resources, under the National Pollutant Discharge Elimination System, has permitted capacity to accept and treat up to 10 million gallons per day (“MGD”) of wastewater; and

WHEREAS, Trinity desires to utilize up to 1.0 MGD of the Westside WWTP permitted capacity, and High Point is agreeable to allowing Trinity to use up to 1.0 MGD; and

WHEREAS, the City and Trinity have agreed to cooperate with each other for the City’s provision of wastewater treatment services for the territorial jurisdiction of Trinity; and

WHEREAS, the City finds that it is in the best interest to the public safety and welfare of its citizens to enter into an interlocal agreement with Trinity for the provision of wastewater treatment services for the territorial jurisdiction of Trinity.

THEREFORE, BE IT RESOLVED that the High Point City Council hereby approves an Interlocal Agreement between the City and Trinity for the provision of wastewater treatment services within the territorial jurisdiction of Trinity.

Adopted this the 15th day of August, 2022.

Jay W. Wagner, Mayor

ATTEST:

Mary Brooks
Interim City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Upper Piedmont Lake Dredging and Dam Maintenance, Bid 9002-080422

From: Robby Stone – Public Services Director
Allan Hicks – Projects Engineer

Meeting Date: August 15, 2022

Public Hearing: N/A

Advertising Date: July 13, 2022

Advertised By: Purchasing

Attachments: Attachment A – Exhibit Map
Attachment B – Certified Bid Tabulations

PURPOSE:

This project will remove sediment within the Upper Piedmont Lake which has accumulated since it was constructed. This project will restore the stormwater storage and collection capacity within the Upper Piedmont Lake to its original design.

BACKGROUND:

The Piedmont Lake and Upper Piedmont Lake Dam system was constructed in 1993. The linear system of lakes was designed to perform as stormwater retention and also as water quality devices for the City of High Point. The Upper Piedmont Lake is within the Deep River Tributary. It receives water from three streams and collects the sediment before it reaches the larger downstream lake systems.

Schnabel Engineering serves as the consulting engineer for this project. They estimate approximately 2,200 cubic yards of sediment will be removed during this project. Piedmont Lake's water elevation will be lowered approximately 6.0' to allow for sediment removal. Dependent on weather, the estimated completion timeframe for this project is approximately 42 calendar days.

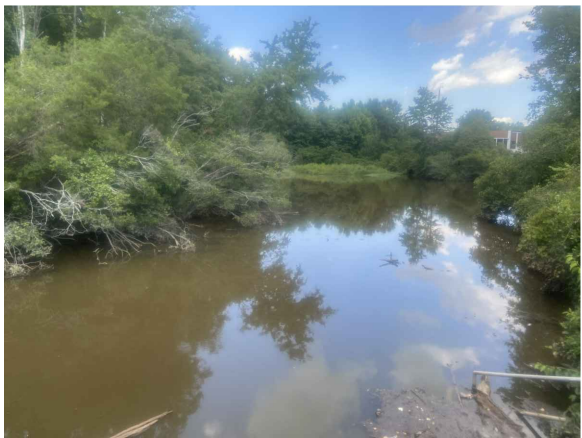
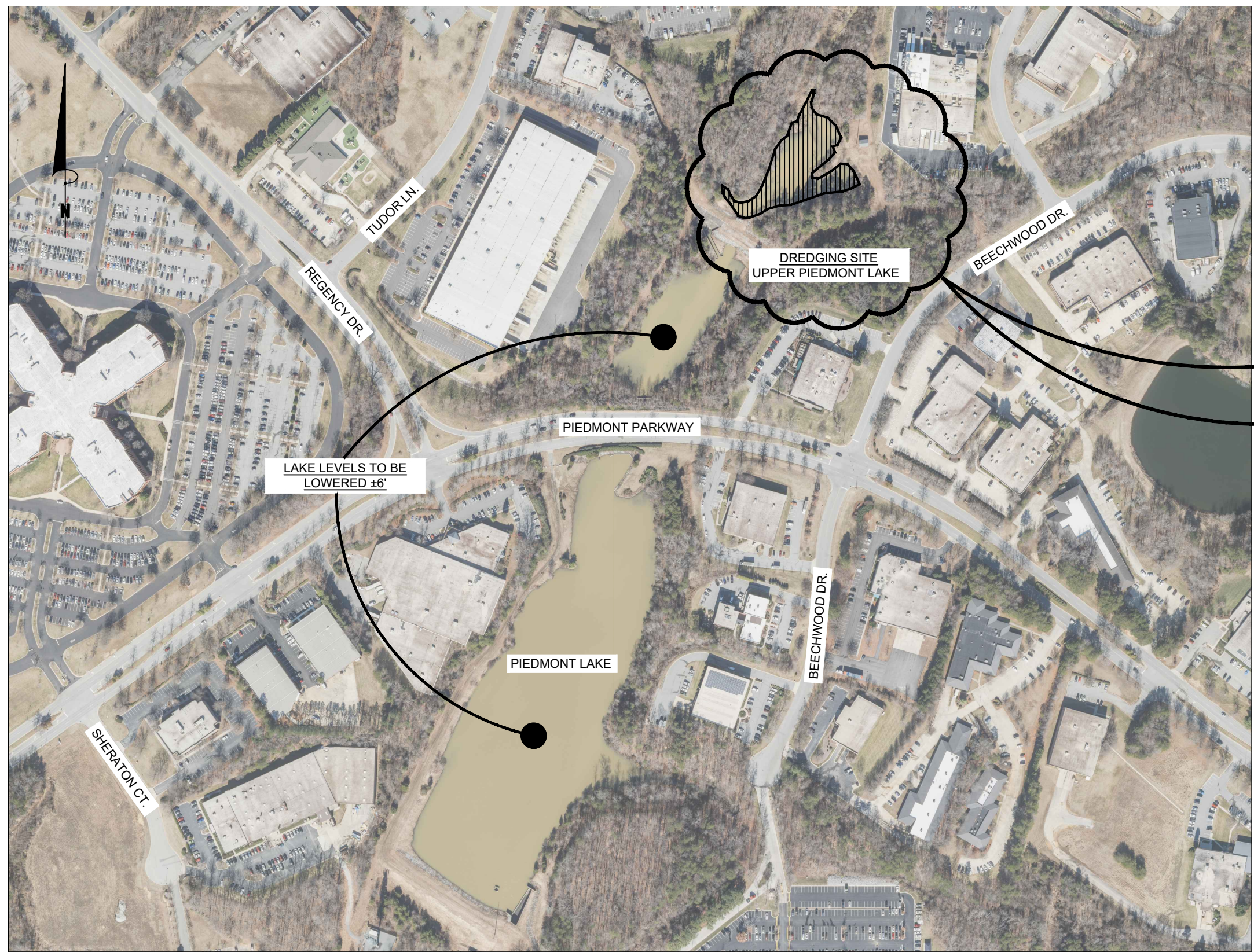
There was a total of three (3) bidders for the advertised project. KBS Earthworks Inc. was the lowest bidder when bids were opened on August 4, 2022. KBS Earthworks has experience in pond construction, grading, excavation, and environmental restoration projects. They are located in Julian, NC.

BUDGET IMPACT:

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

RECOMMENDATION / ACTION REQUESTED:

The Public Services Department recommends approval of the contract and that the appropriate City official and/or employee be authorized to execute all necessary documents to award the project to KBS Earthworks Inc. in the amount of \$384,377.50.



NOTES
1. NOTIFY THE PUBLIC SERVICES DEPARTMENT AT 336-883-3166/3215 WITH ANY QUESTIONS.

300 0 300 600 900

Scale 1" = 300'

	CITY OF HIGH POINT PUBLIC SERVICES DEPARTMENT 211 S. HAMILTON STREET P.O. BOX 230 HIGH POINT, N.C. 27261 TELEPHONE (336) 883-3194 FAX (336) 883-4118	JOB NO:	N/A					EXHIBIT MAP FOR UPPER PIEDMONT LAKE DREDGING AND DAM MAINTENANCE NEAR 4239 PIEDMONT PARKWAY – HIGH POINT – GUILFORD COUNTY – N.C.	SHEET NO. 1 OF 1
		DATE	AUGUST 4, 2022						
		DESIGNED	CAH						
		DRAWN	CAH						
		CHECKED	.						
		SCALE	AS SHOWN	BY		DESCRIPTION	DATE	REV.	



DEPARTMENT RECOMMENDATION
Informal Bid(s)

DEPARTMENT:

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 - \$90,000)

CITY OF HIGH POINT

AGENDA ITEM

**Title: School Resource Officer Contract with Guilford County Schools****From:** J. Travis Stroud, Police Chief**Meeting Date:** August 15, 2022**Public Hearing:** N/A**Advertising Date /**
Advertised By: N/A**Attachments:** Resolution and Contract

PURPOSE:

Request to approve School Resource Officer (SRO) Contract with Guilford County Schools

BACKGROUND:

The Guilford County School System contracts with the City of High Point for SRO coverage at the four high schools and four middle schools which are located within High Point. The proposed contract for eight (8) School Resource Officers and one (1) Supervisor is being requested to cover school year 2022/2023.

BUDGET IMPACT:

The funding for salary and equipment expenses was considered/calculated into our proposed budget for Fiscal Year 2022.

RECOMMENDATION / ACTION REQUESTED:

The Police Department is requesting that City Council approve this request to contract with Guilford County for eight (8) School Resource Officers and one (1) Supervisor.

**RESOLUTION RATIFYING AND AUTHORIZING THE EXECUTION OF CONTRACT
WITH GUILFORD COUNTY BOARD OF EDUCATION FOR THE SCHOOL SAFETY
RESOURCE OFFICER PROGRAM**

WHEREAS, the Guilford County Board of Education (“the Board”) desires assistance of the City of High Point (“City”) in providing School Safety Resource Officers (“SROs) for additional police services to create safe and crime free educational campuses; and

WHEREAS, there is a need to maintain the School Safety Resource Officer Program (“SRO Program”) jointly operated by the City and the Board in select public schools; and

WHEREAS, the City and the Board believe that the continued operation of the SRO Program is vital in protecting and safeguarding these campuses and seeks to memorialize the continued operation through a written contract; and

WHEREAS, under this contract, the City agrees to provide eight (8) officers and one (1) supervisor for a period of one year to the SRO Program and the Board shall reimburse the City for \$623,495.19 for the salaries and equipment of the officers assigned to the SRO Program for a period beginning on the date of contract signature through June 30, 2023; and

WHEREAS, the City and the Board shall continue to work together to ensure the successful protection of those educational campuses; and

WHEREAS, the City would like to enter into a contract with the Board for providing SROs.

NOW THEREFORE, BE IT RESOLVED by the High Point City Council that the attached contract between the City and the Board for the SRO Program in the amount of \$623,495.19 is hereby ratified as required by N.C.G.S. 160A-461, and the City Manager is hereby authorized to execute the attached contract on behalf of the City, and that this resolution ratifying the interlocal cooperation between the City and the Board is hereby spread upon the minutes of the High Point City Council.

Adopted this the ____ day of _____, 2022.

Mary Brooks
High Point Interim City Clerk

Mayor Jay W. Wagner

STATE OF NORTH CAROLINA

CITY OF HIGH POINT

CONTRACT – SRO Program

THIS CONTRACT, entered into this 1st day of August, 2022, by and between the CITY OF HIGH POINT, hereinafter referred to as “City”; and the GUILFORD COUNTY BOARD OF EDUCATION, hereinafter referred to as “Board”;

WITNESSETH:

THAT WHEREAS, the Board desires special law enforcement services to be rendered by the City of HIGH POINT, namely the providing of School Safety Resource Officers (SROs) and

WHEREAS, the City of HIGH POINT has agreed to provide such special law enforcement services to the Board upon certain terms and conditions provided hereinafter; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and pursuant to the authority of the General Statutes of the State of North Carolina, and the acts and things done and performed, and to be done and performed by the parties hereto, one with the other, the parties mutually agree as follows:

SECTION 1. DUTIES AND RESPONSIBILITIES OF THE CITY

1.01 The City shall provide eight (8) sworn police officers to be assigned to specific middle/high schools as School Safety Resource Officers (SROs) by the Chief of Police. The City shall also provide one (1) supervisor for the SRO unit. The selection of the individual officers shall be at the discretion of the Chief of Police. During the term of this agreement, the primary duty and responsibility of the SROs shall be to the schools. The SROs are expected to be on duty at school on regular school days and available for special assignments during the weeks when school is not in session. SRO assignments may be adjusted based on needs identified by the Chief of Police or the Police Department’s SRO Supervising Officer upon consultation with the Board’s Administrator for School Safety. The normal duty hours for SROs at their school(s) are 8:00 a.m. to 4:00 p.m. Changes to these hours can be made by agreement with the Program

Administrators for School Safety, the principal of the school, and the Chief of Police or the Police Department's SRO Supervising Officer.

- 1.02 It is understood that, in the event of Police Department emergencies, the School Safety Resource Officers may be required, for short periods of time, to attend such emergencies in lieu of their duties under this Contract. In the event that such a need arises, the Chief of Police or his designee may notify the Board's Program Administrator for School Safety as soon as practical. For purposes of this Contract, "emergency" is defined as an event that involves an imminent threat of death or serious bodily injury or a threat to the wellbeing and safety of the citizens of High Point which requires immediate action. The emergency assignment shall be completed in a timely manner so as not to create unnecessary jeopardy to school safety.
- 1.03 It is understood that the School Safety Resource Officers are employees of the High Point Police Department and will be subject to the vacation and holiday schedule of the department. In the event an SRO is absent from work, the SRO shall notify both their police department supervisor and the principal of the school to which the SRO is assigned. It is understood and agreed that time spent by SROs attending court for juvenile and/or criminal cases arising from or out of their assignment as an SRO shall be considered as hours worked under this Contract.
- 1.04 The City shall ensure that the exercise of any law enforcement powers by the SROs is in compliance with the authority granted by law and that they receive basic and in-service training necessary to properly maintain their law enforcement certification.
- 1.05 SROs shall coordinate and communicate with the principal or his or her designee as necessary to effectively perform their duties.

- 1.06 The City agrees to provide each SRO with the necessary law enforcement supplies and forms required in the performance of their duties.

SECTION 2. DUTIES AND RESPONSIBILITIES OF THE BOARD

- 2.01 The Superintendent of the Board has designated the Board's Program Administrator for School Safety as the person to work with, coordinate activities of, and otherwise communicate with the School Safety Resource Coordinator and the City on behalf of the Board.
- 2.02 For the fiscal year covered by this agreement (FY 2022-2023), the Board shall pay to the City the amount needed to pay 75% of the actual salaries and benefits for the eight SROs and one supervisor plus \$2,000.00 per officer and supervisor for equipment, vehicle, and other expenses as set out in the attached cost sheet incorporated herein by reference.
- 2.03 The Board shall also reimburse the City for the amount paid for SROs and the SRO supervisor to attend the annual SRO Training Conference.
- 2.04 The Board shall make biannual (twice a year) payments to the City to cover the costs set out in 2.02 and 2.03 above. Invoices shall be sent to the Board in January and June and Board shall have thirty (30) days from the invoice date to make payment. Payments to the City should be sent to the City of High Point Finance Department.
- 2.06 The Board through its principals or their designees shall provide and maintain, to the extent resources are available, office space, furniture and/or telephone to SROs through the duration of this contract.

SECTION 3. SCHOOL RESOURCE OFFICER PROGRAM

- 3.01 The general outline of the Program shall be as provided in the previously executed agreement entitled "School Resource Officer Program Memorandum of Understanding (MOU)," which is incorporated herein by reference.
- 3.02 School officials shall allow SROs to inspect and copy any public records maintained by the school including student directory information such as yearbooks. However, law enforcement officials may not inspect and/or copy confidential student education records except in emergency situations. If some information in a student's cumulative record is needed in an emergency situation to protect the health and/or safety of the student or other individuals, school officials may disclose to the SRO the information that is needed to respond to the emergency situation based on the seriousness of the threat to someone's health and/or safety. This disclosure is based upon the immediacy of the need and the impact of the delay in obtaining said information from other sources. If confidential student records information is needed, but no emergency situation exists, the information may be released only upon a signed notarized consent of a parent or guardian, the issuance of a search warrant or a subpoena to produce the records.

SECTION 4. TERM OF AGREEMENT

- 4.01 This Agreement shall be made for a one-year period beginning on the date of signature, and ending on June 30, 2023, with the intent to renew the Agreement, contingent upon the availability of the necessary funding through the appropriation of state and/or local funding or designated grants for SROs, for successive terms beginning on August 1.
- 4.02 Upon expiration, this Agreement shall continue from year to year without re-execution subject to the amount budgeted by the Board each year and the right of either party to terminate as set out below.

SECTION 5. TERMINATION

5.01 Either party may terminate this Agreement early by serving written notice upon the other party at least thirty (30) days in advance of such termination.

SECTION 6. INVALID PROVISION

6.01 Should any part of this Agreement be declared invalid by a court of law, such decision shall not affect the validity of any remaining portion, which shall remain in full force and effect as if the invalid portion was never a part of this Agreement when it was executed.

6.02 Should the severance of any part of this Agreement materially affect any other rights or obligations of the parties hereunder, the parties hereto will negotiate in good faith to amend this Agreement in a manner satisfactory to the parties. Failing agreement on such amendment, either party may, by notice in writing, terminate this Agreement forthwith, subject to the provisions of this Agreement relating to termination.

SECTION 7. ASSIGNMENT

7.01 Neither party to this Agreement shall, directly or indirectly, assign or propose to assign this Agreement or any of its rights or obligations in whole or in part to any third party without the prior written consent of the other party.

SECTION 8. NO WAIVER

8.01 The failure of either party to enforce at any time any of the provisions, rights or elections shall not in any way affect the validity of this Agreement. The failure to exercise by either part any of its rights herein or any of its elections under the terms and conditions herein contained shall not preclude or prejudice it from exercising the same or any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.

SECTION 9. COMPLETE AGREEMENT

9.01 This Agreement is the complete Agreement of the parties; may be amended or modified only in writing; and supersedes, cancels and terminates any and all prior agreements or understandings of the parties, whether written or oral, concerning the specific subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day, month, and year first above written.

ATTEST:

CITY OF HIGH POINT

BY: _____
Mary Brooks, Interim City Clerk

Tasha Logan Ford, City Manager

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

Bobby Fitzjohn, City Finance Office

Approved as to Legality and Form:

JoAnne L. Carlyle
City Attorney

Approved as to Content:

J. Travis Stroud
Chief of Police, City of High Point

ATTEST:

GUILFORD COUNTY
BOARD OF EDUCATION

Clerk to the Board

By:

This instrument has been preaudited in the
Manner required by the School Budget and
Fiscal Control Act.

Approved as to Legality and Form:

Guilford County Board of Education
Chief Financial Officer

Attorney for Guilford County
Board of Education

**City of High Point
High Point Police Department
School Resource Officer Contract**

COST SHEET FOR FISCAL YEAR 2022-2023

75% of Salary and Benefits for 8 Police Officers	\$	518,756.93
75% of Salary and Benefits for 1 Supervisor	\$	78,214.51
\$2,000 per Officer and Supervisor for Equipment:	\$	18,000.00
Cost of SRO Training Conference:	\$	8,523.75
 TOTAL	 \$	 623,495.19

CITY OF HIGH POINT

AGENDA ITEM



Title: Jackson Lake Substation Project – Steel Transmission Poles
Bid # 05-72722

From: Tyler Berrier, PE; Electric Utilities Asst. Dir.

Meeting Date: August 15, 2022

Public Hearing: N/A

Advertised By: Purchasing

Attachments: Attachment A: Bid Tabulation
Attachment B: Recommendation Form
Attachment C: Southeastern Consulting Engineers Recommendation

PURPOSE:

On July 27th, the City received bids for Steel Transmission Poles. These poles will be installed in conjunction with the Jackson Lake Substation rehab project. The Electric Utilities department has already procured the substation equipment and materials for this project, this bid was for poles only. There were two schedules associated with the bid.

BACKGROUND:

The Electric Department is procuring materials to be used on the Jackson Lake substation rehab project. The Purchasing Department solicited bids for Steel 100kV Transmission Poles. Schedule I consists of engineered poles, while Schedule II consists of standard poles.

BUDGET IMPACT:

Funds are included in the Capital budget to cover this material purchase.

RECOMMENDATION / ACTION REQUESTED:

City Staff has reviewed the bid submittal and evaluated the information provided. The Electric Department is recommending that the bid for these items be awarded to WESCO Distribution, Inc. The total of these bids are \$317,384.77. WESCO was the lowest bidder of the 4 qualifying bids. Funds are included in the departments Capital budget to cover this material purchase.





**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:



Southeastern Consulting Engineers, Inc.

July 29, 2022

Mr. Tyler Berrier, PE
City of High Point
P.O. Box 230
High Point, North Carolina 27261

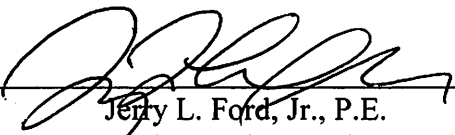
Ref.: Steel Pole Bid Recommendation
Jackson Lake Substation
Bid # 05-072722

Dear Tyler:

The City received sealed proposals on July 27, 2022, from ten suppliers solicited for providing steel poles that will be installed at the City's Jackson Lake Substation. During the bid opening six of the proposals were deemed non-responsive. The remaining 4 bids were reviewed for compliance with the technical specifications, purchase price, and delivery. Based on the preceding factors Wesco Distribution submitted the lowest responsive and compliant bid in the amount of \$317,384.77. We recommend that the City accept Wesco's proposal and issue a purchase order. If you have any questions, please do not hesitate to contact us.

Very truly yours,

SOUTHEASTERN CONSULTING ENGINEERS, INC.

By 
Jerry L. Ford, Jr., P.E.
Senior Design Engineer

JLF/lc

cc: Mr. Philip Hiatt, PE

BID TABULATION
Steel Transmission Poles

City of High Point
High Point, North Carolina

Date: 2:00 PM, July 27, 2022
Bid No. 05-72722

<u>Bidder</u>	<u>Graybar</u>	<u>MVA Power</u>	<u>Nucor Tower</u>	<u>WESCO</u>	<u>_____</u>
<u>Schedule I -Engineered Steel Poles:</u>					
Total Schedule I, Engineered Steel Poles	\$ <u>199,345.64</u>	\$ <u>156,895.51</u>	\$ <u>173,586.00</u>	\$ <u>153,846.88</u>	\$ <u>_____</u>
Schedule I - Delivery	<u>_____</u>	<u>22 Weeks</u>	<u>28 Weeks</u>	<u>18-20 Weeks</u>	<u>_____</u>
Schedule I - Manufacturer	<u>_____</u>	<u>MVA Power</u>	<u>Nucor</u>	<u>CHM</u>	<u>_____</u>
<u>Schedule II - Standard Class Steel Poles</u>					
Total Schedule II, Standard Class Steel Poles	\$ <u>281,702.36</u>	\$ <u>170,166.39</u>	\$ <u>171,690.00</u>	\$ <u>163,537.89</u>	\$ <u>_____</u>
Schedule II - Delivery	<u>_____</u>	<u>22 Weeks</u>	<u>28 Weeks</u>	<u>18-20 Weeks</u>	<u>_____</u>
Schedule II - Manufacturer	<u>_____</u>	<u>MVA Power</u>	<u>Nucor</u>	<u>CHM</u>	<u>_____</u>
Total, Schedules I & II	\$ <u>481,048.00</u>	\$ <u>327,061.90</u>	\$ <u>345,276.00</u>	\$ <u>317,384.77</u>	\$ <u>_____</u>



FINANCE COMMITTEE
Chaired by Council Member Britt Moore
Members: Moore, Holmes, Jones, and Peters
July 14, 2022 – 4:00 p.m.

CALL TO ORDER (Virtual Roll Call)

Acting Chairman Jones called the meeting to order at 4:00 p.m.

Following roll call by Acting Chairman Jones, the following Committee Members were **Present (3)**:

Acting Chairman (Committee Member) Victor Jones
Committee Member Monica Peters
Committee Member Michael Holmes

Absent:

Chairman Britt W. Moore

Staff Members Present:

Tasha Logan Ford, City Manager; Greg Ferguson, Deputy City Manager; Eric Olmedo, Assistant City Manager; Damon Dequenne, Assistant City Manager; JoAnne Carlyle, City Attorney; Megan Maguire, Assistant City Attorney; Lee Tiller, Parks and Recreation Director; Robby Stone, Public Services Director; Trevor Spencer, Engineering Services Director ; Adam Ward, IT Services Assistant Director; Bobby Fitzjohn, Financial Services Director; Stephen Hawryluk, Budget Manager; Kevin Rogers, Fleet Services Director; and Mary S. Brooks, Interim City Clerk

PRESENTATION OF ITEMS

2022-312 Contract - Mitchell Roofing - Oakview & Morehead Recreation Centers

City Council is requested to award a contract to Mitchell Roofing in the amount of 283,800 for roof replacement at Oakview and Morehead Recreation Centers.

Lee Tillery, Parke and Recreation Director reported that the Oakview and Morehead Recreation Centers both needed roof replacements that would cost \$283,000; Oakview and

Morehead are two of our oldest Recreation Centers; they both have roof systems that are 25 plus years old with numerous maintenance issues at each Center over the last five years. Mitchell proposed the second lowest, responsible bid for the projects, and staff was comfortable with their experience and background with commercial roof systems. Funds are available in the Fiscal Year 2022-23 budget. Staff is recommending approving the contract with Mitchell Roofing in the amount of \$283,800.00.

Acting Chairman Jones moved to forward this matter to the City Council with a favorable recommendation and place it on the July 18, 2022, City Council Finance Committee Consent Agenda for approval. Committee Member Holmes made a second to the motion. Following a roll call vote by Acting Chairman Jones, the motion carried by the following 3-0 unanimous vote:

Aye (3): Acting Chairman Jones, Committee Member Peters, and Committee Member Holmes

Absent (1): Chairman Moore

2022-313 Contract - Change Order #4 Samet Corp. High Point City Lake Park Renovations- Phase 1

City Council is requested to award change order #004 to Samet Corporation for the City Lake Park Phase I Renovation project and to approve the Capital Project ordinance for the City Lake Park Phase I Renovation project.

Lee Tillery, Parks and Recreation Director said that the reason for this change order was based on the difference between the original proposed slide, the SlipStream Stand Up Water Slide, and the current water slide we plan to construct called the Traxx Duel Racer. The State of North Carolina would not permit the original SlipStream slide; staff moved forward with planning and decided on the Traxx Racer; additional improvements with bond proceeds at City Lake Park will included :A capital project ordinance appropriating funds for the change order and additional improvements was included with this item. General obligation bond proceeds will cover the cost. Staff is recommending approval of the change order #004; and the Capital Project ordinance for the City Lake Park Phase I Renovation Project.

Acting Chairman Jones moved to forward this matter to the City Council with a favorable recommendation and place it on the July 18, 2022, City Council Finance Committee Consent Agenda for approval. Committee Member Holmes made a second to the motion. Following a roll call vote by Acting Chairman Jones, the motion carried by the following 3-0 unanimous vote:

Aye (3): Acting Chairman Jones, Committee Member Peters, and Committee Member Holmes

Absent (1): Chairman Moore

Acting Chairman Jones moved forward this matter to the City Council with a favorable recommendation and place it on the July 18, 2022, City Council Finance Committee Consent Agenda for approval. Committee Member Holmes made a second to the motion. Following a roll call vote by Acting Chairman Jones, the motion carried by the following 3-0 unanimous vote:

Aye (3): Acting Chairman Jones, Committee Member Peters, and Committee Member Holmes

Absent (1): Chairman Moore

2022-314 Contract - Black & Veatch - Compliance Lead & Copper Rule Revisions (LCRR) Phase 1

City Council is requested to award a contract to Black & Veatch in the amount of \$576,080 to provide assistance to the Public Services Department with developing an implementation plan to achieve compliance with the Federal Lead and Copper Rule Revisions (LCRR).

Robby Stone, Public Services Director reported that this request was to provide assistance to the Public Services Department with developing an implementation plan to achieve compliance with the federal Lead and Copper Rule; the compliance deadline for the LCRR is October 16, 2024; the Scope for Phase 1 was based on an 8-month schedule and was intended to organize data, develop a service line inventory and dashboard, and develop public education and outreach strategies to position the City of High Point to achieve compliance upon completion of Phase 2 of the project. Funds are available in the adopted FY 22/23 budget. Staff is recommending approval and ask to award the professional engineering services to Black and Veatch in the amount of \$576,080.00.

Acting Chairman Jones moved forward this matter to the City Council with a favorable recommendation and place it on the July 18, 2022, City Council Finance Committee Consent Agenda for approval. Committee Member Peters made a second to the motion. Following a roll call vote by Acting Chairman Jones, the motion carried by the following 3-0 unanimous vote:

Aye (3): Acting Chairman Jones, Committee Member Peters, and Committee Member Holmes

Absent (1): Chairman Moore

2022-315 Contract -Amendment #3 - Tetra Tech - Watershed Assessment Framework - Lake Modeling

City Council is requested to approve Amendment #3 with Tetra Tech in the amount of \$150,000 to continue developing the Integrated Watershed Assessment Framework (IWAF) that was co-designed by a team of City staff and Tetra Tech to meet multiple program needs for water-related project planning and program compliance.

Robby Stone, Public Services Director reported that this amendment modified the original agreement entered on July 24, 2020 with Tetra Tech for Phase I of the project. Amendment #3 is necessary to continue developing the Integrated Watershed Assessment Framework (IWAF) that was co-designed by a team of City staff and Tetra Tech to meet multiple program needs for water-related project planning and program compliance; this involved managing stormwater runoff, treating wastewater, protecting water quality, providing water supply for drinking water and a recreational destination for people interested in boating, fishing, golfing, camping, and other outdoor activities; Tetra Tech began Phase 2 of the project in April 2021 initiating construction of watershed models that covered the City of High Point Planning Area and watersheds draining to it. Funds are available in the FY 2022/2023 budget. Staff is recommending approval of Amendment No. 3 to Tetra Tech for \$150,000.00.

Acting Chairman Jones moved to forward this matter to the City Council with a favorable recommendation and place it on the July 18, 2022, City Council Finance Committee Consent Agenda for approval. Committee Member Peters made a second to the motion. Following a roll call vote by Acting Chairman Jones, the motion carried by the following 3-0 unanimous vote:

Aye (3): Acting Chairman Jones, Committee Member Peters, and Committee Member Holmes

Absent (1): Chairman Moore

2022-316 Contract - Carolina Environmental Systems, Inc. - Freightliner Truck Pac Mac Leaf Collection System (Leaf Vac Truck)

City Council is requested to award a contract to Carolina Environmental Systems, Inc. in the amount of \$250,196.74 for the purchase of a Freightliner truck with Pac Mac 25 cubic yard leaf collection system and declare the old truck as surplus and disposing through the online auction process.

Kevin Rogers, Fleet Services Director reported that the Storm Water Division was currently using a 2007 Freightliner M2-106, with John Deere Model SCL 800SM25 that needed replacement due to over all condition; the new Freightliner truck with Pac Mac 25 cubic yard chassis mounted automated leaf collection system was similar to other trucks they were using and would meet their needs; and that the estimated delivery is 240-360 days. Staff is recommending purchasing the new Freightliner truck with Pac Mac 25 cubic yard leaf collection system from Carolina Environmental Systems, Inc. in the amount of \$250,196.74; and that staff's recommendation would also include declaring the old truck as surplus and disposing through the online auction process.

Committee Member Holmes moved to forward this matter to the City Council with a favorable recommendation and place it on the July 18, 2022, City Council Finance Committee Consent Agenda for approval. Acting Chairman Jones made a second to the motion. Following a roll call vote by Acting Chairman Jones, the motion carried by the following 3-0 unanimous vote:

Aye (3): Acting Chairman Jones, Committee Member Peters, and Committee Member Holmes

Absent (1): Chairman Moore

2022-317 Contract - Vanguard Truck Centers - Three (3) Auto Car Trucks New Way Side Loading Refuse Bodies

City Council is requested to award a contract to Vanguard Truck Centers in the amount of \$1,098,057 for the purchase of three (3) Auto Car Trucks New Way Side Loading Refuse Bodies and declare three (3) current spare trucks as surplus and disposing through the online auction process.

Kevin Rogers, Fleet Services Director reported that the Environmental Services Division had three (3) side loading refuse trucks in need of replacement due to age, condition, and hours; using the NC Sheriffs' Association Procurement contract 22-06-0426R, three (3) Auto Car Trucks with New Way Side Loading Refuse bodies from Vanguard Truck Centers are being recommended for council approval; and that the Environmental Services Division was currently using Peterbilt trucks with New Way side loading bodies that had between 9,000-10,000+ hours. Funds are available in 2022-23 budget. Staff is recommending the purchase of the three (3) Auto Car trucks with New Way side loading refuse bodies from Vanguard Truck Centers in the amount of \$1,098,057.00; and the recommendation would also include declaring the three (3) current spare trucks as surplus and disposing through the online auction process.

Acting Chairman Jones moved to forward this matter to the City Council with a favorable recommendation and place it on the July 18, 2022, City Council Finance Committee Consent Agenda for approval. Committee Member Peters made a second to the motion. Following a roll call vote by Acting Chairman Jones, the motion carried by the following 3-0 unanimous vote:

Aye (3): Acting Chairman Jones, Committee Member Peters, and Committee Member Holmes

Absent (1): Chairman Moore

2022-318 Contract - James River Equipment - Two (2) John Deere 524P Wheel Loaders

City Council is requested to award a contract to James River Equipment in the amount of \$380,680 for the purchase of two (2) John Deere 524P wheel loaders and declare the old loaders as surplus and disposing through the online auction process.

Kevin Rogers, Fleet Services Director reported The MRF Recycling Center is currently using a 2011 and 2010 John Deere 524K wheel loader with between 17,500 and 20,500+ hours. They have reached the end of their useful life and need to be replaced. James River Equipment has the John Deere 524P wheel loader which will continue to meet their needs. The price of \$190,340 is for the wheel loader, extended warranty, operator training, and delivery. The total for two (2) is \$380,680. Delivery is estimated at 280-365 days. Funds are available in the 2022-23 budget. The Fleet Services Department recommends purchasing two (2) John Deere 524P wheel loaders from James River Equipment. Recommendation also includes declaring the old loaders as surplus and disposing through the online auction process.

Acting Chairman Jones moved to forward this matter to the City Council with a favorable recommendation and place it on the July 18, 2022, City Council Finance Committee Consent Agenda for approval. Committee Member Peters made a second to the motion. Following a roll call vote by Acting Chairman Jones, the motion carried by the following 3-0 unanimous vote:

Aye (3): Acting Chairman Jones, Committee Member Peters, and Committee Member Holmes

Absent (1): Chairman Moore

2022-319 Contract - Breece Enterprises, Inc. - 2022-004 Storm Water Maintenance

City Council is requested to award a contract to Breece Enterprises, Inc. in the amount of \$499,900 for maintenance, repair, and installation of storm water infrastructure and that the appropriate City official and/or employee be authorized to execute all necessary documents.

Trevor Spencer, Engineering Services Director reported thatThe Engineering Services and Public Services Departments recommend approval of contract 2022-004 for Storm Water Maintenance. This contract consists of furnishing personnel, equipment, and materials for maintenance of storm water utilities and completion of various storm water projects. n Wednesday, July 6, 2022 the City of High Point held the bid opening for Contract ENG-2022-004. Only one bid was received, which came from Breece Enterprises, Inc. in the amount of \$499,900.00.This contract has an availability date upon a notice to proceed, or execution of contracts by the City of High Point and Breece Enterprises, Inc., whichever occurs first, with a contract completion date of June 30, 2023.Funds for this contract are available in the FY 2022-2023 budget.The Engineering Services Department and the Public Services Department recommend approval of the contract and that the appropriate City

official and/or employee be authorized to execute all necessary documents to award the contract to Breece Enterprises, Inc. in the amount of \$499,900.00.

Committee Member Holmes moved to forward this matter to the City Council with a favorable recommendation and place it on the July 18, 2022, City Council Finance Committee Consent Agenda for approval. Committee Member Peters made a second to the motion. Following a roll call vote by Acting Chairman Jones, the motion carried by the following 3-0 unanimous vote:

Aye (3): Acting Chairman Jones, Committee Member Peters, and Committee Member Holmes

Absent (1): Chairman Moore

2022-320 Contract - Lumen Technologies - Internet / Intranet Services

City Council is requested to award a contract to Lumen Technologies in the amount of \$610,505.04 yearly to migrate its Internet and Intranet services circuits to improve its network infrastructure and reduce costs and that the appropriate City official and/or employee be authorized to execute all necessary documents.

Adam Ward, IT Services Assistant Director reported that The city needs to acquire modern Internet/Intranet circuits to improve its network infrastructure and reduce costs. Information Technology Services is recommending the City of High Point migrate its Internet and Intranet services from Segra to Lumen Technologies. The new proposal will supply circuits with increased bandwidth, reliability, redundancy, and reduced latency to all city facilities. Lumen Technologies offers a superior service level agreement and web dashboard allowing Information Technology Services staff to isolate critical network issues and engage with knowledge engineers to reduce service down time. The City of High Point will use existing funds in the FY 2022-23 budget to purchase data connectivity services from Lumen Technologies. The contract offered by Lumen Technologies has a term of 36 months. Currently, the city spends \$51,186.96 per month for Internet and Intranet connections (\$614,243.52 yearly). The new monthly reoccurring charge from Lumen Technologies will be \$50,875.42 (\$610,505.04 yearly). Resulting in a monthly savings of \$311.54 (\$3738.48 annually). The acquisition of services will be done under the NASPO Value Point – Cloud Solutions contract (Master Agreement # AR2474). The Department of Information Technology Services recommends approval of the contract and that the appropriate City official and/or employee be authorized to execute all necessary documents.

Committee Member Peters moved to forward this matter to the City Council with a favorable recommendation and place it on the July 18, 2022, City Council Finance Committee Consent Agenda for approval. Committee Member Holmes made a second to the motion. Following a roll call vote by Acting Chairman Jones, the motion carried by the following 3-0 unanimous vote:

Aye (3): Acting Chairman Jones, Committee Member Peters, and Committee Member Holmes

Absent (1): Chairman Moore

2022-321 Contract - 5S Technologies - Fortinet SD-WAN

City Council is requested to award a contract to 5S Technologies in the amount of \$585,828.00 for the purchase of SD-WAN (Software Defined - Wide Area Network) appliances to implement a secure efficient network overlay on top of intranet network circuits and that the appropriate City official and/or employee be authorized to execute all necessary documents.

Adam Ward, IT Services Assistant Director reported that the city needed to acquire SD-WAN (Software Defined – Wide Area Network) appliances to implement a secure efficient network overlay on top of intranet network circuits. Information Technology Services is recommending the City of High Point acquire Fortinet SD-WAN appliances. SD-WAN is a modern network technology, that financial institutions and other agencies which handle confidential information, use construct their networks. SD-WAN appliances use a method called overlay networking to connect remote facilities to datacenters. Overlay networking allows for efficient and secure network traffic handling. Confidential information is encrypted and transmitted back to the core for processing and non-confidential network traffic is transmitted directly to the Internet at that facility. The appliances installed at each city facility will also allow our cybersecurity team to create access controls that will prevent traffic from city facilities from accessing city resources outside of their function. Access controls will help safe guard against various cybersecurity events such as data theft or ransomware. The City of High Point will use existing funds in the FY 2022-23 budget to purchase Fortinet SD-WAN appliances from 5S Technologies. The purchase will occur under the North Carolina Purchasing Agreement contract 01-77. The acquisition will be financed over a term of 36 months, billed annually. At the end of the lease term, the city will have the option to purchase the equipment outright or refresh the SD-WAN appliances. The total cost of this acquisition and installation is: \$585,828.00. The Department of Information Technology Services is recommending approval of the contract in the amount of \$585,828.00; and that the appropriate City official and/or employee be authorized to execute all necessary documents.

Acting Chairman Jones moved to forward this matter to the City Council with a favorable recommendation and place it on the July 18, 2022, City Council Finance Committee Consent Agenda for approval. Committee Member Holmes made a second to the motion. Following a roll call vote by Acting Chairman Jones, the motion carried by the following 3-0 unanimous vote:

Aye (3): Acting Chairman Jones, Committee Member Peters, and Committee Member Holmes

Absent (1): Chairman Moore

2022-322 Consideration of Funding - Outside Non-Profit Agencies

City Council is requested to finalize recommendation for the funding of outside non-profit agency requests.

Acting Chairman Jones moved to table this matter for further discussion. Committee Member Peters made a second to the motion. Following a roll call vote by Acting Chairman Jones, the motion carried by the following 3-0 unanimous vote:

Aye (3): Acting Chairman Jones, Committee Member Peters, and Committee Member Holmes

Absent (1): Chairman Moore

PUBLIC HEARINGS**2022-323 Public Hearing - Resolution-Interlocal Agreement--2019 Edward Byrne Memorial Justice Assistance Grant (JAG)**

City Council is requested to adopt a resolution authorizing the execution of an Interlocal Agreement between the City of Greensboro, City of High Point and County of Guilford for shared use of the 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Funds.

Acting Chairman Jones advised that this item was for informational purposes only; and that there would be a Public Hearing for this item on Monday, July 18, 2022, at 5:30 p.m.

2022-324 Public Hearing - Performance Based Incentives - Wythe Advantage, Inc. dba as Coldwell Banker Advantage - The Bedrock 275 N. Elm Street

City Council is requested to authorize performance-based incentives for an office project at The Bedrock (275 N. Elm Street) in the amount of \$350,389 and authorize the City Manager to execute a performance agreement with the company containing benchmarks for the company to achieve and a schedule for the payment of such financial incentives.

Acting Chairman Jones advised that this item was for informational purposes only; and that there would be a Public Hearing for this item on Monday, July 18, 2022, at 5:30 p.m.

2022-325 Public Hearing - Performance Based Incentives - Ethnicraft USA - Gallimore Industrial Center at 750 Gallimore Dairy Rd

City Council is requested to authorize performance-based incentives for Ethnicraft USA for an expansion project in the Gallimore Industrial Center at 750 Gallimore Dairy Rd. in the amount of \$127,949 and authorize the City Manager to execute a performance agreement with the company containing benchmarks for the company to achieve and a schedule for the payment of such financial incentives.

Acting Chairman Jones advised that this item was for informational purposes only; and that there would be a Public Hearing for this item on Monday, July 18, 2022, at 5:30 p.m.

ADJOURNMENT

There being no further business to come before the Finance Committee, Acting Chairman Jones asked if there were any objections to adjourn the meeting. There being none, the meeting was adjourned at 4:28 p.m.

Respectfully Submitted,

Victor Jones, Acting Chairman

Attest:

Mary S. Brooks, CMC
Interim City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Ordinance to Demolish – 1227 Greensboro Rd.

From: Thanena Wilson, Interim Director
Community Development & Housing

Meeting Date: 8/15/2022

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 1227 Greensboro Road.

BACKGROUND:

An Ordinance for demolition was passed by the High Point City Council on April 18, 2022. The property brought into compliance with the Minimum Housing Code July 26, 2022.

BUDGET IMPACT:

None

RECOMMENDATION / ACTION REQUESTED:

Staff recommends rescinding the ordinance due to the property being demolished by the owner 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 18th DAY OF
APRIL 2022, REQUIRING THE BUILDING INSPECTOR OF THE CITY OF HIGH
POINT TO DEMOLISH THE DWELLING LOCATED AT 1227 GREENSBORO RD.,
HIGH POINT, NORTH CAROLINA**

WHEREAS, on April 18th, 2022, the High Point City Council adopted an ordinance requiring NC Group Capital, LLC, owner of the property located at 1227 Greensboro 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 1227 Greensboro Rd., High Point, North Carolina, recorded in Deed Book 8605, Page 1616, 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 Interim 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 NC Group Capital, LLC in the grantor index as provided by law.

Adopted by City Council
This the 15th day of August, 2022

Mary S. Brooks, Interim City Clerk

Prepared by: Duke Energy Carolinas, LLC/Tim Craver
Return to: Duke Energy Carolinas, LLC
Attn: Greg Rowe
PO Box 6318
High Point, NC 27262

Parcel # 202937

EASEMENT

State of North Carolina

County of Guilford

THIS EASEMENT ("**Easement**") is made this 7th day of February 2022 from **CITY OF HIGH POINT**, NC ("**Grantor**", whether one or more), to **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company ("**Grantee**").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "**Facilities**"). Grantor is the owner of that certain property described in that instrument recorded in Deed Book 3125, Page 297, Guilford County Register of Deeds ("**Property**").

The Facilities shall be underground, except as needed on or above the ground to support the underground Facilities, and located in, upon, along, under, through, and across a portion of the Property within an easement area described as follows: A strip of land twenty feet (20') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, (hereinafter referred to as the "**Easement Area**").

The rights granted herein include, but are not limited to, the following:

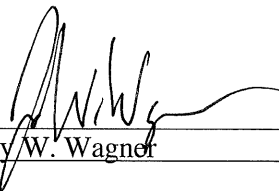
1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. The rights granted in this Easement include the right to install Facilities wherever needed on the Property to serve future development on the Property and neighboring lands. Portions of the Facilities may be installed immediately and other portions may be installed in the future as the need develops. Facilities installed in the future shall be installed at locations mutually agreeable to the parties hereto if they are to be located outside of the Easement Area. Upon any future installations of Facilities at mutually agreed locations, the Easement Area shall be deemed to include such future locations at the widths defined in this Easement.
9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this 7th day of February, 20 22.

CITY OF HIGH POINT



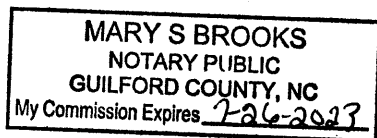
Jay W. Wagner, Mayor (SEAL)

STATE OF North Carolina
COUNTY OF Guilford

I, Mary S. Brooks, a Notary Public of Guilford County, State of North Carolina, certify that Jay W. Wagner, as Mayor of CITY OF HIGH POINT, NC, personally appeared before me this day and acknowledged the due execution of the foregoing EASEMENT.

Witness my hand and notarial seal, this 7th day of February, 20 22.

Notary Public: Mary S Brooks
Commission expires: July 26, 2023



**HIGH POINT CITY COUNCIL
SPECIAL MEETING
JULY 18, 2022 – 4:00 P.M.
COUNCIL CHAMBERS – MUNICIPAL BUILDING**

MINUTES

ROLL CALL

Mayor Wagner called the meeting to order at 4:05 p.m.

He then called the roll for attendance. The following council members were present (7):

Mayor Jay W. Wagner; Mayor Pro Tem Monica Peters, Ward 3; Council Member Britt Moore, At Large; Council Member Cyril Jefferson, Ward 1 [arrived at 4:05 p.m.]; Council Member Christopher Williams, Ward 2; Council Member S. Wesley Hudson, Ward 4; and Council Member Victor Jones, Ward 5

Absent (2):

Council Member Tyrone Johnson; and At Large and Council Member Michael Holmes, Ward 6

Staff present:

Tasha Long Ford, City Manager; Greg Ferguson, Deputy City Manager; Eric Olmedo, Assistant City Manager; Damon Dequenne, Assistant City Manager; Jeron Hollis, Managing Director; JoAnne Carlyle, City Attorney; Meghan Maguire, Assistant City Attorney; Sandy Dunbeck, Economic Development Director; Bobby Fitzjohn, Financial Services Director; Stephen Hawryluk, Budget and Performance Manager; and Mary S. Brooks, Interim City Clerk

PRESENTATION OF ITEMS

2022-337 Update-American Rescue Act Funding (ARPA) Funding

Staff will be giving an update regarding ARPA Funding.

Stephen Hawryluk, Budget and Performance Manager made a PowerPoint Presentation regarding the America Rescue Plan (ARPA) Funding and Project Update; the city was allocated \$22,699,511; with a remaining balance of \$13,837,426; outlined the spending to date for the ARPA funds; spoke to the community input sessions that were held on November 16th and 18th of 2021; the topics of concern/priority were for employment, community programs-nonprofits, education, and infrastructure; gave an overview of the priority projects to include the following:

- *Homeless shelter local match -\$1,000,000*
- *Targeted neighborhood improvements-\$2,5000,000*
- *Foxwood Meadows alternate access-\$1,1000,000*

- *Build Back Better Regional Challenge-\$1,701,588*
- *Subtotal-Council Priorities-\$6,301,588*

Mr. Hawryluk continued discussion regarding outside request as followed:

- *Building the Best Guilford-\$2,500,000*
- *The “Bridge” Proposal-\$3,858,000*
- *High Point Schools Partnership-Broadband-\$\$30,000*
- *United Way-\$250,000*
- *Unity Festival-\$\$35,000*
- *Caring Services-\$N/A*
- *PTA Healthy Hydration-\$N/A*
- *Subtotal-Outside Requests-\$6,673,000*

Mr. Hawryluk explained the community agency application process; the initial process was to apply for ARP funds; application would be reviewed by the Citizens’ Advisory Council; recommendations would be brought forward to city council; and entertained questions.

Council Member Moore asked if a list of the projects could be emailed to him. Mr. Hawryluk replied that staff would provide that information.

Tasha Logan Ford, City Manager advised council to let staff know of any projects that they would like to be considered; or any questions that they may have.

Council Member Jefferson inquired on the timeline for the application process; and how this timeline would impact the timeline for projects. Ms. Logan Ford replied that the application process would take 2 to 3 months; that the results would be provided at the early part of 2023; the biggest impact for projects would be funding that was spent; and the timeline for projects was unknown at this time.

Mayor Pro Tem Peters requested that the city choose projects that had transformational change for generations to come for the city.

Council Member Moore asked if the directives from the government regarding ARPA funds could change. Mr. Hawryluk replied that there were no indications for change at this time; and explained what the funding could be used for by the city.

Council is requested to go into Closed Session pursuant to N.C.G.S. §143-318.11(a)(4) for Economic Development.

Council Member Peters moved to enter Closed Session pursuant to N.C.G.S. §143-318.11(a)(4) for Economic Development at 4:10 p.m.; seconded by Council Member Jones the motion passed by an 7-0 unanimous vote.

Aye (7): Mayor Wagner, Mayor Pro Tem Peters, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, and Council Member Jones

Absent (1): Council Member Johnson, and Council Member Holmes

Upon reconvening into Open Session at 5:08 p.m., Mayor Wagner announced there would be no action taken as a result of the Closed Session.

ADJOURNMENT

There being no further business to come before Council, the meeting adjourned at 5:09 p.m. upon motion by Council Member Williams and second by Council Member Hudson.

Respectfully Submitted,

Jay W. Wagner, Mayor

Attest:

Mary S. Brooks, CMC
Interim City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Articulated Dump Truck

From: Kevin Rogers, Fleet Director

Public Hearing: N/A

Attachments: Formal Bid Recommendation

Meeting Date: August 15, 2022

Advertising Date / N/A

Advertised By: N/A

PURPOSE:

The Landfill Operations Division needs to place an order for an articulated dump truck. Using the Sheriff's Association Contract# 22-06-0426, the current production 2022 Bell B50E articulated dump truck is being recommended for City Council Approval.

BACKGROUND:

The Landfill Operations Division is currently using three (3) tandem dump trucks that this unit will replace. The new Bell B50E Articulated Dump is needed for Landfill use and will meet their needs well. The price of \$607,466 is for the truck, training, delivery, and extended warranty. The estimated delivery is 360+ days.

BUDGET IMPACT:

Funds are available in 2022-23 budget

RECOMMENDATION / ACTION REQUESTED:

The Fleet Services Department recommends purchasing the articulated dump truck from National Equipment Dealers, LLC in the amount of \$607,466. Recommendation also includes declaring three (3) current trucks as surplus and disposing through the online auction process.





FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Fleet Services

COUNCIL AGENDA DATE: 08/15/2022

BID NO.: NC Sheriffs Association CONTRACT NO.: 22-06-0426 DATE OPENED:

DESCRIPTION:

Quantity one (1) Bell B50E articulated dump truck

PURPOSE:

The Landfill Operations Division is currently utilizing three (3) tandem axle dump trucks that are currently not meeting their needs. The new Bell B50E articulated dump truck will meet their needs and eliminate the need for the three (3) tandem axle dump trucks.

COMMENTS:

The new Bell B50E articulated dump truck will meet the needs of the Landfill Operations Division. The price of \$607,466 is for the truck, training, delivery, and extended warranty.

RECOMMEND AWARD TO: National Equipment Dealers AMOUNT: \$607,466.00

JUSTIFICATION:

Using the bid allows the City of High Point to take advantage of the volume discount offered through the NC Sheriffs Association

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			\$607,466.00
TOTAL BUDGETED AMOUNT				\$607,466.00

DEPARTMENT HEAD: DATE: 08/3/2022

The Purchasing Division concurs with recommendation submitted by the Fleet Services and recommends award to the lowest responsible, responsive bidder National Equipment in the amount of \$ 607,466.00 .

PURCHASING MANAGER: DATE: 8/5/22

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:



NATIONAL EQUIPMENT DEALERS, LLC.

Quotation / Order
January 29, 2021
(Revised March 7, 2022)

City of Hight Point
Mr Mike Spencer

Ship to:
High Point Kersey Valley Landfill
3940 Kivett Dr
Jamestown, NC

Thank you for this opportunity. We would like to offer you the following for your purchase consideration. If you have any questions please do not hesitate to contact us.

NEW Bell B50E Articulated Dump Truck

- [Mercedes](#) OM473LA, Turbo, Tier 4F, Stage V, 543 HP Diesel Engine
- [Allison](#) 4800 ORS Fully Automatic Planetary Transmission
- Bell Transfer Case and Axles with High Input Limited Slip Differential
- Outboard Heavy Duty Planetary Final Drives on all Axles
- Dual Circuit, Full Hydraulic Actuation Wet Disc Brakes
- Automatic Traction Control, [Hill Assist](#), and Retarders
- Full Load Sensing Hydraulic System
- Two Double-Acting, Single Stage Dump Cylinder System
- I-Tip Programmable Dump Body Settings
- 1 Year/2,000 Hr Full and 3 Year/6,000 Hour Powertrain Warranty
- Includes: Tailgate with Positive Downforce Suspension
- [Operating Weight: 78,650 lbs. Empty / 178,740 lbs. Loaded](#)
- Enclosed ROPS Cab with HVAC Climate Control
- Deluxe 10" LCD Display Monitor with Diagnostics
- Center-Mount Air Suspension Seat
- Foldaway Passenger Seat
- Rev. Camera / Daily Fluid and System Checks in Monitor
- Forward Work Lights
- [Onboard Weighing](#)
- 875/65 R29 Radial Earthmover Tires
- [Fleetm@tic® Classic Package 5 Years/Telematics](#)
- [Automatic Greasing System](#)
- [Heated/Mechanical Cab Controlled Side Mirrors](#)

Sale Price: \$ 599,473.00 (Price good if PO Received by Sept 1, 2022)

As equipped above. FOB Jamestown, NC
Sales Tax: Guilford County

- 1) Only Mercedes Engine and Allison Transmission in Market - Proves to be [Industry Leading Fuel Efficiency](#)
- 2) Class Leading Payload to Weight Ratio from extensive use of high strength, lightweight materials in manufacturing sp less fuel burn empty
- 3) Onboard Weighing Standard - Options on some trucks
- 4) 5 Years of Fleetmatic Telematics FREE - At Top of Market
- 5) Auto Grease System Standard - No other manufacturer offers this as standard - a \$13,500 Option
- 6) Heated, Cab Controlled Mirrors - SAFETY feature - standard on Bell's where optional on others

All Delivery, Setup, and Training - (INCLUDED)	
5 Yrs / 5000 Hour Extended Full Warranty -	\$ 19,326.00 New 2022 Pricing but *must include Sched Svcs Package
5 Yrs / 5000 Hour Sched Maint Package -	\$ 39,870.00 New 2022 Pricing
3 Yrs / 3000 Hour Extended Full Warranty -	\$ 7,993.00 New 2022 Pricing but *must include Sched Svcs Package
3 Yrs / 6000 Hour Sched Maint Package -	\$ 23,940.00
5 Yrs / 6000 Hour Extended Drive Train Only -	\$ 7,993.00

Price and payments do not include applicable sales, use or property taxes.

Pricing based on NC Sheriff's Contract 22-06-0426 for 2021/22. Base Pricing on Sheriff's Bid - \$620,965.96 Extra Discount to High Point of: \$ 21,492.96



Terms & Conditions

1. In the event Buyer fails to pay any portion of the amount identified above, Buyer shall be responsible, and must reimburse Seller, for any costs (including litigation costs and attorney's fees) incurred by Seller collecting the outstanding balance. Any past due amounts owing under this Bill of Sale shall accrue interest at 1½ % per month until the entire balance is paid in full.
2. Title to or ownership of the Property shall not pass from Seller to Buyer, and Seller is not obligated to relinquish possession of the Property, until Seller is paid in full and all funds have cleared. In the event Buyer fails to make immediate payment, Buyer shall be in default under this agreement, and Seller may pursue any available remedy under applicable law. Buyer shall still be responsible for all unpaid rental charges associated with the rental of said Property through the completion of the sale.
3. Risk of loss of the Property shall pass to Buyer when Seller notifies Buyer that the Property is available for pick-up or shipment. If Buyer does not furnish shipping instructions, Seller will select the mode of shipping. In that situation, if Seller selects to ship the Property by carrier, risk of loss shall pass to Buyer when Seller makes the Property available to the carrier for shipment. Any charges to ship, load, unload, erect or dismantle the Property, and any demurrage or similar charges, are the sole responsibility of Buyer.
4. To the full extent allowed by law, Buyer agrees to indemnify, defend and hold harmless Seller from and against any and all (1) federal, state, municipal and local license fees and taxes of any kind or nature owing from Buyer in connection with the purchase of the Property, including without limitation, any and all excise, personal property, use and sales taxes; and (2) liabilities, obligations, losses, damages, and penalties incurred by, and claims, actions, and suits against, Seller which result from the sale of the Property to Buyer or in connection with Buyer's use, possession, or ownership of the Property.
5. Check box if not applicable: ☐ Buyer acknowledges that used property, as identified on previous is being sold "As is, Where is" and with all faults. Buyer agrees and understands that Seller makes no warranty regarding the condition of the used Property or its fitness for a particular purpose, and none shall be implied. Seller solely represents, warrants, and covenants to Buyer that (1) Seller is currently the true and lawful owner of the Property; (2) the Property shall be transferred to Buyer free and clear of all liens, and encumbrances; and (3) Seller currently holds the right to transfer ownership of the Property to Buyer pursuant to the terms herein.
6. This contract shall be governed by the law of the State of North Carolina. The Mecklenburg and Davidson County, NC courts and the U.S. Western and Middle District courts of NC shall have exclusive jurisdiction over any claim filed in connection with this agreement, and Buyer waives the right to challenge jurisdiction and venue in the aforesaid courts.
7. Notice is hereby given that May Heavy Equipment has assigned to WTP Exchange, as part of a like-kind exchange, its rights (but not its obligations) to sell the equipment described in this sale agreement.
8. This agreement constitutes the entire contract between the parties and no other verbal or written agreement exists, and Buyer acknowledges that Seller makes no other representation or warranty apart from that contained herein.

CITY OF HIGH POINT

AGENDA ITEM



Title: Contract - Capital Chevrolet - Chevy Tahoe SSV

From: Kevin Rogers, Fleet Director

Meeting Date: August 15, 2022

Public Hearing: N/A

Advertising Date / N/A

Advertised By: N/A

Attachments: Formal Bid Recommendation

PURPOSE:

The Fleet Services Department needs to place an order for three (3) Chevy Tahoe SSV's, using the NC State Contract# 070A. The current production 2023 Chevy Tahoe has been identified by City Council for Approval.

BACKGROUND:

The Police Department is currently using Chevy Tahoe SUV's that need replacement due to age and or condition. The new Chevy Tahoe SSV's are similar to other SUV's in the Police Department and will meet their needs. The price of \$38,973.18 is for the vehicle and equipment package with DMV fees of \$1,169.20. Total cost for three (3) is \$120,427.14. The estimated delivery is 365 days.

BUDGET IMPACT:

Funds are available in 2022-23 budget

RECOMMENDATION / ACTION REQUESTED:

The Fleet Services Department recommends purchasing the three (3) Chevy Tahoe SSV's from Capital Chevrolet in the amount of \$120,427.14.





**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:

Capital Chevrolet Inc.

Government Sales Division

From Rod Mitchell Government Account Manager
Phone/Fax Office 919-573-8530
E-Mail rmitchell@capitalchevroletnc.com

July 22 2023

NC State Contract 070A

2023 Chevrolet Tahoe 4 Dr 1500 SSV 4WD 5W4 CK10706		\$	37,660.00
	MSRP		Less 6% Discount
AMF 4 additional remotes not programmed	\$ 75.00	\$	70.50
6C7 Aux Red & White Dome Light driver & passenger	\$ 320.00	\$	300.80
6J3 WIRING FOR GRILLE LAMPS & SPEAKERS	\$ 92.00	\$	86.48
6J4 WIRING FOR HORN & SIREN CIRCUIT	\$ 55.00	\$	51.70
WX7 WIRING FOR AUXILIARY SPEAKERS	\$ 60.00	\$	56.40
PQA Driver safety package	\$ 395.00	\$	371.30
A50 Seats, front bucket with console	\$ 350.00		\$329.00
V76 Recovery Hooks	\$ 50.00	\$	47.00

Colors available: Black,Midnight Blue, 2 Sterling Gray
TOTAL PRICE

\$ 38,973.18

Remit to:
rmitchell@capitalchevroletnc.com
Capital Chevrolet of Wake Forest
9820 Capital Blvd
Wake Forest, NC 27587

CITY OF HIGH POINT

AGENDA ITEM



Title: Custodial Contract – Matt’s Janitorial Services, Inc.

From: Lee Tillery –Parks and Recreation Director

Meeting Date: August 15, 2022

Public Hearing: N/A

Advertising Date: July 7, 2022

Advertised By: N/A

Attachments: Attachment A – Bid Tabulation Summary
Attachment B – Bid Recommendation Form

PURPOSE:

Award janitorial contract for nine Parks and Recreation facilities.

BACKGROUND:

In the last six years, Parks and Recreation has transitioned to custodial contracts for the cleaning service of several facilities. This particular bid included janitorial services for nine Parks and Recreation facilities. Included on that list are: Allen Jay, Deep River, Morehead, Oakview and Southside Recreation Centers, along with the Washington Terrace Community Building, Piedmont Environmental Center, P & R Administration building and the newly renovated City Lake Park Meetings and Event Center. This is a three year contract, renewable each year. Matt’s has worked with the Department in previous years and provided exemplary service, while being able to maintain several facilities.

BUDGET IMPACT:

Funds for these services are included in the operating budget for Parks and Recreation.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends City Council approve contract to Matt’s Janitorial Services, Inc in the annual amount of \$101,700.00.

Bid Summary
City of High Point, North Carolina
Janitorial Services
Bid 02-070722/ Thursday, July 07, 2022, 2:00 PM

Contractor	Allen Jay	Deep River	Morehead	Oakview	Southside	Washington	PEC	City Lake Park	P&R Admin	Total Bid
Ezekiels Above and Beyond House Cleaning	\$108,000	\$ 108,000.00	\$ 90,000.00	\$ 90,000.00	\$216,000.00	\$ 84,000.00	\$114,000.00	\$102,000.00	\$120,000.00	\$924,000.00
Cleannet of Charlotte	\$28,308	\$ 28,308.00	\$ 31,308.00	\$ 28,452.00	\$ 59,100.00	\$ 8,940.00	\$ 6,564.00	\$ 6,360.00	\$ 17,820.00	\$215,160.00
Matt's Janitorial Service	\$10,200	\$ 10,200.00	\$ 9,600.00	\$ 9,900.00	\$ 29,700.00	\$ 8,400.00	\$ 5,700.00	\$ 9,600.00	\$ 8,400.00	\$101,700.00
Lopez Cleaning Services	\$11,040	\$ 11,040.00	\$ 13,200.00	\$ 11,880.00	\$ 24,240.00	\$ 4,200.00	\$ 5,280.00	\$ 5,160.00	\$ 8,640.00	\$94,680.00
Clean Triad DBA Office Pride	\$45,116	\$ 45,116.00	\$ 54,000.00	\$ 48,600.00	\$110,160.00	\$ 13,320.00	\$ 12,120.00	\$ 10,800.00	\$ 27,600.00	\$366,840.00
Affordable Janitorial Services	\$ 37,018.80	\$ 37,018.80	\$ 44,291.52	\$ 39,967.20	\$ 81,244.80	\$ 11,629.80	\$ 8,877.96	\$ 8,648.64	\$ 24,297.00	\$292,994.52



**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: Cigna Contract Renewal – Employee Health Care

From: Angela Kirkwood, Director of Human Resources

Meeting Date: August 15, 2022

Public Hearing: N/A

Advertising Date
Advertised By: N/A

Attachments: Cigna Healthcare Contract

PURPOSE:

Renew the contract between Cigna Healthcare and the of City of High Point for city employee's healthcare coverage plan year of January 1, 2023, to December 31, 2023.

BACKGROUND:

The City of High Point offers healthcare coverage to its employees that include medical and dental care products. The plan year runs from January 1st to December 31st. At the Finance Committee Meeting on Thursday, August 11, 2022, Mark Browder of Mark III Employee Benefits, briefed the City Council on the Medical Plan and Dental Plan Renewal options.

Cigna Healthcare medical costs increased by 6.10 %. The annual costs are \$20,361,200. There is also a 6.10% increase in the Cigna's dental coverage, and the annual cost are \$1,214,447. Staff will initiate conversations with healthcare providers during the first quarter of 2023, and present options to City Council in the Summer for the January 1, 2024, to December 31, 2024, plan year.

BUDGET IMPACT:

Funds for healthcare coverage for City of High Point employees are included in the FY 2022-23 budget.

RECOMMENDATION / ACTION REQUESTED:

Council is requested to authorize the City Manager to execute a twelve (12) month contract with Cigna Healthcare for healthcare coverage for city employees. Contract will be effective January 1, 2023, to December 31, 2023.



COMMUNITY DEVELOPMENT COMMITTEE
Chaired by Council Member Chris Williams
Members: Williams, Hudson, Jefferson, and Johnson
July 12, 2022 – 4:00 p.m.

CALL TO ORDER

Chairman Chris Williams called the meeting to order at 4:00 p.m. Following roll call, the following attendance by Committee Members was duly noted.

Present (3): Chairman Chris Williams, and Committee Member Cyril Jefferson, and Committee Member Tyrone Johnson

Absent (1): Committee Member Wesley Hudson

Staff Present:

Eric Olmedo, Assistant City Manager; Damon Dequenne, Assistant City Manager; Jeron Hollis, Managing Director; Nena Wilson, Interim Director of Community Development & Housing Department; JoAnne, Carlyle, City Attorney; Mary S. Brooks, Interim City Clerk

Also Present:

Gene Brown, Community Housing Solutions; Sophia Crisp, Housing Consulting Group

The following documents associated with the presentations, are hereby attached as a permanent part of these proceedings:

1. *PPP-2022 Annual Action Plan*
2. *PPP-Operation Inasmuch Spring 2022 Washington Street*

PRESENTATION OF ITEMS

2022-306 Presentation: 2022 Annual Action Plan

Thanena S. Wilson, Interim Director, Community Development and Housing, will be giving a presentation on the 2022 Annual Action Plan.

Thanena S. Wilson, Interim Director, Community Development and Housing; made a PPP regarding the 2022-2023 Annual Action Plan (AAP); said that the Annual AAP outlined the strategic plan for addressing community needs identified in the 5-year Consolidated Plan

(Plan), with an emphasis on low to moderate income and special needs populations; the AAP shows the projects and programs that would be undertaken during the program year using funding received through the Community Development Block Grant (CDBG) and HOME Investment Partnership Act programs; this is year 3 of 5 for the Plan; the AAP is required by the U.S. Department of Housing and Urban Development (HUD) for the receipt of entitlement funding; on an annual basis the city would receive CDBG and HOME funds to carry out specific activities within the city; the draft AAP had been made available for a 30-day public review and comment period that began June 13, 2022, through July 15, 2022; ; and that a public hearing was scheduled to be held before council on July 18, 2022. Ms. Wilson discussed the budget impact; for FY2022, the city would receive \$907,786 in CDBG funding, and \$601,178 in HOME funds.

Chairman Williams asked would the funding be available for multiple organizations. Ms. Wilson replied 'no'; the funding would be for private developer for multi home projects.

Ms. Wilson gave an overview regarding the Strategic Goals for the AAP (Housing Strategy, Homeless Strategy, Community Development Strategy, Special Needs Strategy, Economic Development Strategy, and Administration), outlined the proposed funding sources, and proposed uses, such as Operation Inasmuch, etc...; provided a list for the 2022 Public Service Grant recommendations that included agencies such as Growing High Point, United Way, YWCA, etc...; shared the 2022 AAP Schedule as follows:

- March 18-Virtual citizen participation meeting 10 a.m.
- March 22-Virtual citizen participation meeting 6:30 p.m.
- March 24-Virtual citizen participation meeting 6:30 p.m.
- *May 13-Received allocation amounts
- June 13-July 15-Draft plan available for 30-day review and comment period
- July 12-Presentation to Community Development Committee
- July 18-Public hearing before council
- July 18-29-Finalize plan
- July 28-Presentation to Citizens Advisory Council
- August 1-Request council approval
- August 2-(on or about)-Action Plan Submitted to HUD

*Plan could not be submitted until after notification of allocation amount.

Chairman Williams asked if the grant funding had to go through the CAC. Ms. Wilson replied, "yes"; noted that there were additional funding available; staff recommended funding all of the agencies that applied due to the available funds; said that staff would provide an COVID-19 update regarding COVID Projects at a future meeting; explained the submittal process for the AAP; said that there were no public comments to date; and asked council to approve this matter with a favorable recommendation and place it on the July 18th meeting of council.

Chairman Williams moved to forward this matter to the City Council with a favorable recommendation and place it on the July 18, 2022, City Council Finance Committee Consent Agenda for approval. Committee Member Johnson made a second to the motion. Following a roll call vote by Acting Chairman Jones, the motion carried by the following 3-0 unanimous vote:

Aye (3):

Chairman Williams, Committee Member Johnson, and Committee Member Jefferson

Absent (1): Chairman Moore

2022-307 Update: Operation Inasmuch Spring 2022 Washington Street

Community Housing Solutions and Housing Consultants Group will be providing an update for the Operation Inasmuch (OIAM) Spring 2022 event for the Washington Street neighborhood held on April 30, 2022.

Sophia Crisp, Community Housing Solutions and Housing Consultants Group extended greetings; thanked everyone for their support; shared success stories regarding home repairs; and recognized Gene Brown, Housing Solutions and Housing Consultants Group to provide an update regarding the Operation Inasmuch (OIAM) Spring 2022 event (Event) for the Washington Street neighborhood held on April 30, 2022.

Ms. Brown extended greetings; shared a video that highlighted the OIAM Event on Washington Street; spoke to having community outreach that provided information regarding home repair needs; to building bridges of trust in the community; explained the qualifications and the home repair process; to efforts in assisting the community in terms of having long-term livability and health care; spoke to a program that assisted citizens over the age of 65 and over called 'Ageing Gracefully; explained how the program worked and what it entailed; acknowledged the volunteers agencies that helped with the event; and entertained questions.

Committee Member Jefferson voiced appreciation for the initiative and efforts regarding the Event; commended Billy Coddle, City of High Point Employee for his efforts during the Event; and to having positive community feedback; and a positive impact.

Ms. Crisp spoke to the upcoming Event in October; and to assuring the community the home repair program was genuine.

Chairman Williams asked how would citizens apply for the Ageing Gracefully program; spoke to the positive long-term impact OIAM makes; and thanked everyone for their efforts. Ms. Brown replied that citizens would need to call the Community Housing Solutions agency; and explained the qualifications to be eligible.

Committee Member Johnson thanked everyone for their hard work and efforts; and spoke to

providing assistance to those in need.

ADJOURNMENT

There being no further business to come before the Committee, the meeting adjourned at 4:41 p.m.; moved by Committee Member Jefferson; and seconded by Committee Member Johnson.

Respectfully Submitted:

Christopher Williams, Chairman

Attest:

Mary S. Brooks, CMC
Interim City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Resolution of Intent for a Voluntary Contiguous Annexation

Annexation 22-05 (*Jordan Deep River Farm, LLC and CCJDR Property, LLC*)

From: Sushil Nepal,
Planning & Development Director

Meeting Date: August 15, 2022

Public Hearing: No

Advertising Date: Not applicable

Advertised By: Not applicable

Attachments: A. Resolution of Intent for Annexation 22-05
B. Map of property proposed to be annexed

PURPOSE:

Approval of a Resolution of Intent to establish a public hearing date of September 19, 2022, to consider a voluntary contiguous annexation petition. The proposed annexation site is approximately 18.9 acres, and located along the west side of NC 68, between Penny Road and Premier Drive. The site is addressed as 2721, 2723 and 2725 NC Hwy 68 N. and also known as Guilford County Tax Parcels 207385, 170013 and 167961.

BACKGROUND:

Resolution of Intent for Annexation 22-05 is enclosed.

BUDGET IMPACT:

There is no budget impact associated with the adoption of this resolution.

RECOMMENDATION / ACTION REQUESTED:

Staff requests City Council set a public hearing date of Monday, September 19, 2022, for this request.

PUBLISH ONCE: Wednesday, August 30, 2022

**RESOLUTION TO ESTABLISH A
PUBLIC HEARING DATE FOR
VOLUNTARY CONTIGUOUS ANNEXATION
(AN-22-05)**

WHEREAS, the City Council has been petitioned to annex the property of Jordan Deep River Farm, LLC and CCJDR Property, LLC. The proposed annexation site is approximately 18.9 acres, and located along the west side of NC68, between Penny Road and Premier Drive. The site is addressed as 2721, 2723 and 2725 NC Hwy 68 N. and also known as Guilford County Tax Parcels 207385, 170013 and 167961.

WHEREAS, the City Clerk is in receipt of said petition and has determined its sufficiency in accordance with G.S. 160A-31;

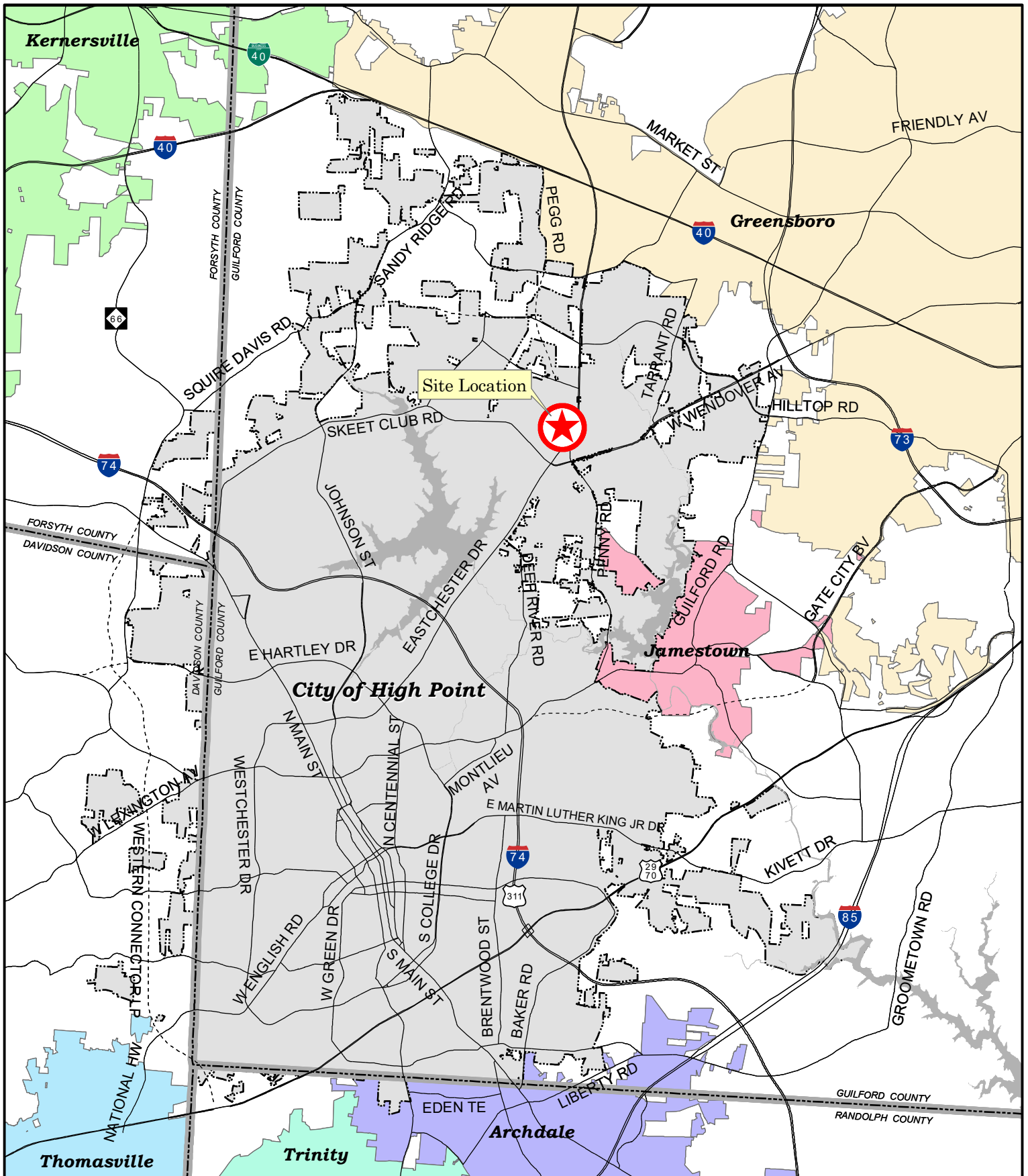
NOW, THEREFORE BE IT RESOLVED, THAT THE CITY COUNCIL establishes Monday, September 19, 2022, at 5:30 p.m., in the Council Chambers in the Municipal Building at 211 South Hamilton Street, High Point, North Carolina, as the date for the public hearing regarding the requested annexation.

Any interested party will be permitted to be heard at the public hearing. The meeting facilities of the City of High Point are accessible to people with disabilities. If you need special accommodations, please call (336) 883-3124 or 711 for the Telecommunications Relay Service.

Following the public hearing, the City Council shall have authority to adopt an ordinance annexing the territory described in the petition. The City Council shall have authority to make the annexing ordinance effective immediately. Further information pertaining to this request is available at the Planning and Development Department in Room 316 of the Municipal Office Building, 211 South Hamilton Street, High Point, North Carolina, (336) 883-3328.

By order of the City Council,
This the 15th day of August, 2022

Mary S. Brooks, Interim City Clerk



ANNEXATION REQUEST: AN-22-05

**Applicant: Jordan Deep River Farms, LLC and
CCJRD Property, LLC**

Area: 18.9 acres

**Planning & Development
Department**

City of High Point



Scale: 1"=8,500'

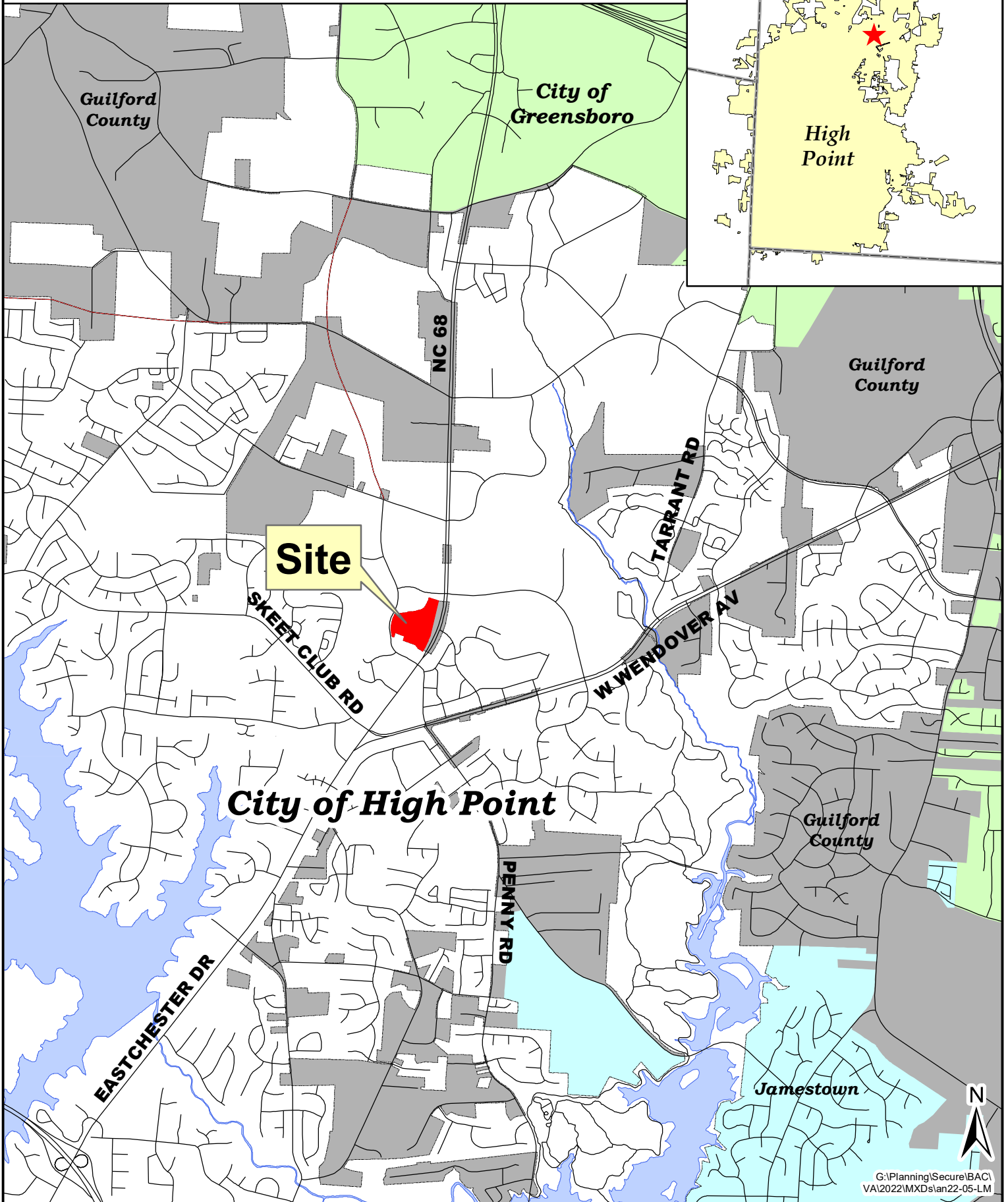
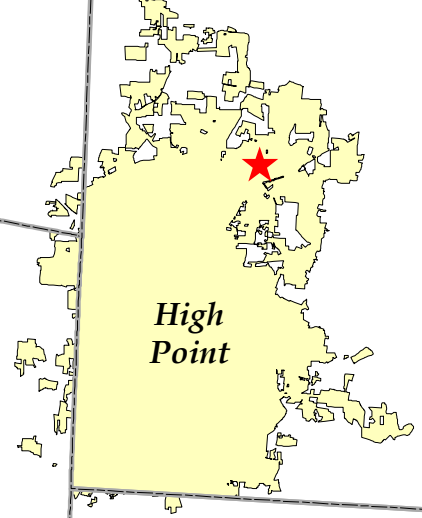
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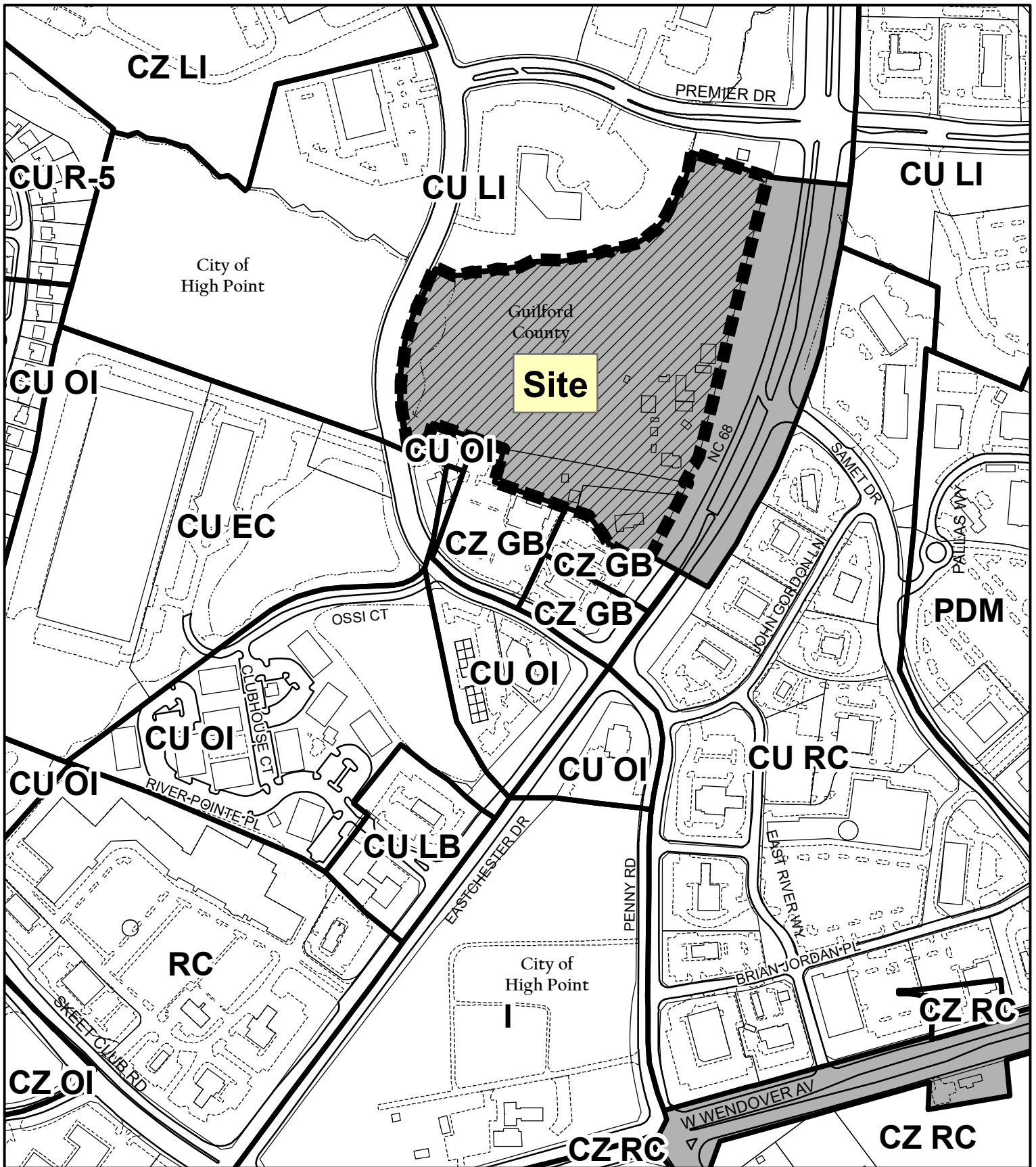
LOCATION MAP

ANNEXATION REQUEST: AN-22-05

Applicant: Jordan Deep River Farms, LLC and CCJRD Property, LLC

Vicinity Map





ANNEXATION REQUEST: AN-22-05

Applicant: Jordan Deep River Farms, LLC and
CCJRD Property, LLC

Area: 18.9 acres

Existing Zoning Boundary
Subject Property Boundary



**Planning & Development
Department**

City of High Point



Scale: 1"=400'
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