



City of High Point

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

Meeting Agenda

City Council

Cyril Jefferson, Mayor

Michael Holmes, Mayor Pro Tempore (Ward 6),

Britt W. Moore (At Large), Amanda Cook (At Large), Vickie M.

McKiver (Ward 1), Tyrone Johnson (Ward 2), Monica L. Peters

(Ward 3), Dr. Patrick Harman (Ward 4), and Tim Andrew (Ward 5)

Monday, November 18, 2024

5:30 PM

Council Chambers

ROLL CALL, MOMENT OF SILENCE, AND PLEDGE OF ALLEGIANCE

ADOPTION OF AGENDA

RECOGNITIONS AND PRESENTATIONS

[2024-431](#)

Proclamation-City of High Point - National Hunger and Homelessness Awareness Week

Mayor Jefferson will read a proclamation declaring November 17-23 National Hunger & Homelessness Week.

Attachments: [National Hunger and Homelessness Awareness Week Proclamation](#)

CONSENT AGENDA ITEMS

C-1. [2024-427](#)

Consideration of a Purchase from WESCO, Inc.

City Council is requested to consider a purchase from WESCO, Inc. in the amount of \$161,824 for materials to be used on the Oak Hollow Raw Water Generator Installation and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee)

Attachments: [WESCO, Inc. - Pad Mounted Transformers](#)

C-2. [2024-428](#)

Consideration of a Sole Source Contract with North State Resurfacing

City Council is requested to consider a sole source contract with North State Resurfacing in the amount of \$35,941 for outdoor court repair at Oak Hollow Tennis Center and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee)

Attachments: [North State Resurfacing - Oak Hollow Tennis Center](#)

C-3. [2024-429](#)

Consideration of a Contract with Triad Road Maintenance Company, Inc.

City Council is requested to consider a contract with Triad Road Maintenance Company, Inc. in the amount of \$64,226 per year for a three-year total of \$192,678 for long line stripping and thermoplastic pavement marking on city-maintained streets and authorize the

appropriate City Official(s) to execute all necessary documents.
(Recommended by Finance Committee)

Attachments: [Triad Road Maintenance Company, Inc.](#)

- C-4.** [2024-409](#) Consideration of Sale of City Owned Property - 1800 Wade Place; 707 Brentwood Street; and 917/919 Randolph Street
City Council is requested to adopt the resolutions accepting the three (3) offers and authorizing the sale of the following properties through the upset bid procedure of N.C.G.S. §160A-269. (Recommended by Finance Committee)

Attachments: [Sale of City Owned Properties](#)

- C-5.** [2024-432](#) Consideration of Approval of Minutes
City Council is requested to approve the following minutes:
Finance Committee Minutes - October 31, 2024, at 4:00 p.m.
Special Meeting of the High Point City Council Minutes - November 4, 2024, at 4:00 p.m.
Regular Meeting of the High Point City Council Minutes - November 4, 2024, at 5:30 p.m.
Prosperity, Livability & Safety Committee Minutes - November 7, 2024, at 9:00 a.m.
Finance Committee Minutes - November 12, 2024, at 4:00 p.m.

Attachments: [Agenda Memo - Meeting Minutes](#)

[Finance Committee Meeting Minutes - October 31, 2024](#)

[Special Meeting Minutes - November 4, 2024](#)

[Regular Meeting Minutes - November 4, 2024](#)

[Prosperity Livability Safety Committee Minutes - November 7, 2024](#)

[Finance Committee Meeting Minutes - November 12, 2024](#)

GENERAL BUSINESS AGENDA

- G-1.** [2024-407](#) Quasi-Judicial Evidentiary Hearing - The Piedmont School, Inc., Special Use Permit 24-01 (This item was continued at the October 21, 2024 City Council Meeting)
A request by The Piedmont School, Inc. to consider a Special Use Permit request to allow a Major and Minor School use type, as listed in Principal Use Table 4.1.9 of the Development Ordinance, in the Residential Single Family - 3 (R-3) District. The site is located along the north side of Old Mill Road, approximately 250 feet east of Netherstone Lane (815 Old Mill Road).

Attachments: [SUP-24-01 Piedmont School, Inc.](#)

ADJOURNMENT



City of High Point

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

Master

File Number: 2024-431

File ID: 2024-431

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 11/05/2024

File Name:

Final Action:

Title: Proclamation-City of High Point - National Hunger and Homelessness Awareness Week
Mayor Jefferson will read a proclamation declaring November 17-23 National Hunger & Homelessness Week.

Notes:

Sponsors:

Enactment Date:

Attachments: National Hunger and Homelessness Awareness
Week Proclamation

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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**Office of the Mayor
City of High Point
North Carolina
PROCLAMATION...**

WHEREAS, each year the week before Thanksgiving is designated Hunger and Homelessness Awareness Week with the intention to educate the public, draw attention to the problem of poverty, and build up the base of volunteers for local agencies working to address these issues; and

WHEREAS, annually the National Coalition for the Homeless and the National Student Campaign Against Hunger and Homelessness have sponsored National Hunger and Homelessness Awareness Week, which began in 1975; and

WHEREAS, the goal of this week in High Point is to educate our citizens about the many reasons people are hungry and homeless including the existence of prevalent food deserts and the shortage of affordable housing for very low-income residents; and

WHEREAS, through community service opportunities, citizens are encouraged to support those organizations committed to sheltering and providing support services such as meals and food supplies to people in need; and

WHEREAS, the intent of National Hunger and Homelessness Awareness Week is consistent with the county-wide efforts and activities of the Guilford County Continuum of Care and its many partner agencies and organizations.

NOW THEREFORE I, Cyril Jefferson, Mayor of High Point, North Carolina, do hereby proclaim November 17-23, 2024, as

National Hunger and Homelessness Awareness Week

and ask our citizens to join the more than 700 colleges, high schools, and community groups across the country that will come together during this week to raise awareness about the pressing issues of hunger and homelessness.

**WITNESS my hand and the Corporate
Seal of the City of High Point, North
Carolina, this the 18th day of November
2024.**

Cyril Jefferson, Mayor



City of High Point

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

Master

File Number: 2024-427

File ID: 2024-427

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 11/01/2024

File Name:

Final Action:

Title: Consideration of a Purchase from WESCO, Inc.
City Council is requested to consider a purchase from WESCO, Inc. in the amount of \$161,824 for materials to be used on the Oak Hollow Raw Water Generator Installation and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee)

Notes:

Sponsors:

Enactment Date:

Attachments: WESCO, Inc. - Pad Mounted Transformers

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	11/12/2024	Committee Recommended Approval	City Council	11/18/2024		Pass

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Purchase from WESCO, Inc.	
FROM: Tyler Berrier, PE – Electric Utilities Director	MEETING DATE: November 18, 2024
PUBLIC HEARING: No	ADVERTISED DATE/BY: Purchasing Sourcewell – 091422-WES
ATTACHMENTS: Sourcewell Quote Bid Recommendation Form	

PURPOSE: The Public Services Department is in the process of installing generators at the Oak Hollow Raw Water pump station. For this project, Electric must procure two pad mounted transformers for the project site. These are non-standard units, so one unit is being purchased as a primary unit, with the second unit being purchased as a back-up. The lead time is 48 weeks for these units.

BACKGROUND: The Electric Department is procuring materials to be used on the Oak Hollow Raw Water Generator installation. For this purchase, the warehouse division of the Finance Department is utilizing our Sourcewell contract. There are 2 total transformers being encumbered under this quote. These units' are large industrial 1500kVA three phase pad mounted transformers (4160V).

BUDGET IMPACT: Funds are included in the Electric operating budget to cover this service.

RECOMMENDATION/ACTION REQUESTED: City Council is requested to approve a purchase from WESCO, Inc. in the amount of \$161,824 for materials to be used on the Oak Hollow Raw Water Generator Installation and authorize the appropriate City Official(s) to execute all necessary documents.



CONFIDENTIAL

GE PROLEC TRANSFORMERS INC
1224 Commerce St SW, Suite J
Conover, NC 28613-0001

Quotation Date: 09/18/2024
Quotation Number: Q-00031005
FOR FASTER HANDLING
OF YOUR ORDER REFER TO
THIS NUMBER

To: WESCO DISTRIBUTION, INC G2465M06
334 ATKINSON STREET
CLAYTON, North Carolina 27520
Estados Unidos

Attn:
Customer RFQ: High Point
Quote Expiration Date: 10/22/2024

We thank you for your inquiry and are pleased to submit the following quotation. When placing an order, please reference this quote # on your order and process your Purchase order to the "vendor name" on the line(s) below along with payment to the correct "remit to address" as shown.

Line 1

CUSTOMER ITEM	GE ITEM	QUANTITY	UNIT PRICE	LEAD TIME
	QRJX823	2	80,912 USD	48

Capacity - kVA: 1500
Primary Voltage: 4160 Grdy/ 2400
Secondary Voltage: 480Y/277
Details:
Description: 1500 KVA
THREE PHASE PAD TRANSFORMER
4160Y / 2400 - 480Y/277
(2) - 2.5% Above and Below in HV
Loopfeed, Six HV Bushing, Staggered LV w/Radia
No Fuses
Dead Front, Specific Dims, Staggered LV
NO LOAD LOSSES-1367, LOAD LOSSES-10503, TOTAL LOSSES-11870
IZ PCT: 5.77 EXC PCT: 2

Accessories:
TYPE ONAN, 60 KV BIL
42 INCH DEEP CABINET, TEMP. RISE: 65°C
Paint Finish: Munsell 7GY 3.29/1.5 Padmount Green
Stainless Steel 409L (Base & Sill)
DOE 2016 Standard Compliant Design
Standard Liquid Level Gauge VIAT
Provision for TC
Handhole 8" x 19"
Integral Deadbreak Bushing 600 Amp 25 kV
1¼ Stud type with 10 holes blade 2200A - LV Bushing
IFD Device
Thermometer VIAT
Vacuum Pressure Gauge VIAT
1 inch Drain Valve with 3/8 inch sampler in LV
3 Switches 2 pos. 300 A
Warning Decal Per Nema fig. 1
Danger Decal Per Nema fig. 2
Decal Filled with NON-PCB Mineral Oil at time of Manufacture - Rectangular
Standard Nameplate
Plastic GRD Connector Plug
Jacking facilities
Supported LV
EXTRA NAMEPLATE
KVA, LV & STOCK NUMBER STENCILS
EXTRA GROUND PADS X SPEC
Oil ASTM Type II
Horizontal bar of RUNNER
Vertical bar of RUNNER

I. - GENERAL COMMENTS & CLARIFICATIONS

- Given the ongoing and constantly changing status of the epidemic/pandemic situations, such as coronavirus, around the world, including emerging governmental restrictions, Seller assures Buyer that Seller are staying abreast of the situation across the globe. The impacts of these situations cannot reasonably be determined at this time; however, Seller will keep Buyer aware of any developments that may impact timing, schedules, pricing or other aspects of our contract. While Seller does not propose to make changes now, Seller's proposal did not consider the impacts of the coronavirus or any other epidemic/pandemic situation and may need to be adjusted; we will determine what (if any) changes we may need at the time of the award and will work with customer to ensure mutual agreement.
- Prolec GE designs, manufactures and test transformers in accordance with the latest applicable sections of ANSI, NEMA and IEEE Standards. We take exceptions to all other codes and standards.
- Prolec GE quoted based on BOM of the transformer stated on an email. Without any Specification or Drawing
- Prolec GE will provide standard impedance & losses values.
- Features not specifically documented in above bill of materials should not be assumed to be included. If required, please clarify with your Customer Support Engineer properly.
- **Spare Parts and Installation:** Unless specifically stated otherwise, this quotation does not include any field related labor or materials such as but not limited to delivery, storage, handling, installation, grounding, field testing, cleaning, adjusting, training/demonstration, coordination studies, startup, special tools, spare parts, etc.
- Transformers are tested according to ANSI Standard Test Code for Transformers C57.12.90

II. - DRAWING AND SHIPMENT CYCLES (WEEKS)

Description	For Record Drawings	For Approval Drawings
Mailing of Drawings (Weeks)	6	6
Customer Drawings return	N/A	2*

***Actual shipment and drawings will depend on factory backlog at the time of the purchase order acceptance. Shipment dates are approximate and are based upon prompt receipt of all necessary information from Buyer. If Buyer exceeds the approval drawing cycle time allowed, the shipment will extend at least accordingly to the extra time taken.**

* Prolec-GE reserves the right to substitute, at its discretion, materials used to manufacture the products. Should Prolec-GE substitute any materials, it will make reasonable efforts to notify the Buyer. If Prolec-GE believes that a substitution of material will affect any express performance guarantees, it will notify Buyer and the performance guarantees will be adjusted to reflect the use of the new material.

Customer will return approval drawings by (Add 2 weeks) with the release for manufacture, otherwise price will be subject of revision according to Release Clause DT stated in our quotation letter section IV.

Release Clause DT applies along with GE Terms and Conditions of Sales listed in GE PROLEC PGE2023. All Changes must be resolved before order entry.

III. - TERMS, CONDITIONS & WARRANTY

This proposal will remain valid for a period of 30 days after submittal.

Prolec GE currently facing a dynamic market of commodities (copper, silicon steel, oil, aluminum and carbon steel) where the costs are fluctuating, so Prolec GE reserves the right to revisit the pricing of this proposal if the cost of the commodities vary +2% from the date of the quote. For projects to be decided after 30 days, please contact our team through your assigned Sales Rep to get a quote update. For long-term projects we invite you to ask us about our Prolec GE Price Index policy which allows the buyer and seller to be protected for positive and negative commodity fluctuations for the duration of the contract.

The Buyer may not make any public announcement in relation to the Contract (including to any purchase orders or related contractual documents), including the fact that it exists, without prior written authorization from the Seller on such terms and conditions as approved by the Seller.

For Shreveport, LA, US Sales:

All items are sold FOB Shipping Point (Shreveport, LA, USA), unless otherwise noted

For Apodaca, NL, MX Sales:

All items are sold FCA (Incoterms 2010) Laredo, TX, USA, with transportation allowed to the carrier delivery point listed in this quotation within the confines of the continental United States, excluding Alaska or Hawaii.

Terms of payment are 100% net cash within 30 days from date of shipment.

There will be a 1.5% charge per month of the total invoice price beginning 30 days after the date of the invoice, but the amount shall not be in excess of the applicable usurious rate.

Cancellation of Order

The Buyer may cancel his order only upon a written notice and upon payment to Prolec GE of reasonable and proper cancellation charges.

Cancellation Charges:	% of selling price
1 week after order	10
3 weeks after order	15
Before factory release	20
1 week after release	65
2 weeks after release	70
3 weeks after release	90
4 weeks after release	100

The following applies unless specified otherwise:

Release Clause DT

1. The prices stated herein are firm provided:
 - a. If order is Immediate release with a scheduled shipment date within ninety (90) calendar days from the date of such order (or at Seller's earliest convenience thereafter), and no change orders are agreed upon within such ninety (90) day period; or
 - b. If approval drawings from Buyer are required before starting manufacture of the products, the drawings must be reviewed and approved by Buyer no later than 30 calendar days after submittal thereof by Seller. Otherwise, will be subject for price adjustment at 1.5% for each full month or fraction thereof that approval is thereby delayed.
2. In the event that the customer for any reason does not comply with the conditions in paragraph 2 above and/or shipment is delayed for a reason not within the control of the Company, the price shall be increased 1.5% for each full month or fraction thereof that shipment* is there by delayed after the 90-day period from the date of order.
- In the event the Company has been delayed by any of the causes specified in the clause entitled "Excusable Delays" which is set forth In the Company's Conditions of Sale, "Shipment" shall mean the actual date of shipment.

Standard warranty coverage applies (unless otherwise noticed): 12 months from energization or 18 months from date of shipment, whichever occurs first.

The sale of any product or service by GE-Prolec is expressly conditioned upon Buyer's assent to the terms (Form GE PROLEC PGE2023) contained herein. Any additional or different terms proposed by Buyer are expressly objected to and will not be binding upon GE-Prolec unless specifically agreed in writing by GE-Prolec's authorized representative.

NOTICE: SALES OF ANY PRODUCT AND/OR SERVICES COVERED BY THIS QUOTATION ARE EXPRESSLY CONDITIONAL ON THE CUSTOMER'S ASSENT TO THE DIFFERENT OR ADDITIONAL TERMS CONTAINED HEREIN (INCLUDING THOSE ATTACHED TO THIS QUOTATION). ANY ADDITIONAL OR DIFFERENT TERMS PROPOSAL BY CUSTOMER ARE EXPRESSLY OBJECTED TO AND WILL NOT BE BINDING UPON SELLER UNLESS SPECIFICALLY. ASSENTED TO IN WRITING BY SELLER'S AUTHORIZED REPRESENTATIVE. ANY ORDER FOR OR ANY STATEMENT OF INTENT TO PURCHASE HERE UNDER, OR ANY DIRECTION TO PERFORM WORK AND SELLER'S PERFORMANCE OF WORK, SHALL CONSTITUTES ASSENT TO SELLER'S TERMS AND CONDITIONS (See GE PGE2023 T&Cs <https://store.gegridsolutions.com/termEM104-Grid.pdf>).

"Some stock is currently available subject to prior Sale. If stock is depleted at the time of Order, Standard lead time will apply ". ** Subject to change as lead-times are confirmed upon receipt of purchase order.

PROP Q-00031005
CITY OF HIGH POINT

- WE ARE QUOTING PER CITY OF HIGH POINT SPECIFICATIONS FOR 5KV PAD MOUNTED DISTRIBUTION TRANSFORMER, ZGS-H-1500/4.16-0.48 DRAWING & DESCRIPTION.; NO OTHER SPEC WILL APPLY.

***** EXCEPTIONS *****

- WE ARE TAKING EXCEPTION TO QUOTE AS PER ANSI C57.12.70, WE ARE QUOTING AS PER ANSI C57.12.34 LATEST REVISION.

- WE ARE NOT CONSIDERING ANYTHING ELSE BESIDES THE CITY OF HIGH POINT SPECIFICATIONS FOR 5KV PAD MOUNTED DISTRIBUTION TRANSFORMER, ZGS-H-1500/4.16-0.48 DRAWING & DESCRIPTION, WE TAKE EXCEPTION TO THE PICTURES SINCE IT WAS NOT PROVIDED.

- WE ARE QUOTING FOR SECONDARY SIDE DOOR THREE POINTS LATCHING BUT WE ARE TAKING EXCEPTION TO QUOTE THREE POINTS LATCHING IN PRIMARY SIDE, IT IS SINGLE POINT LATCHING.

- WE ARE TAKING EXCEPTION TO PROVIDE INTEGRAL BUSHINGS READY TO ACCEPT FEED THRU INSERTS, BECAUSE IS OUT OF SCOPE.

- WE ARE TAKING EXCEPTION TO QUOTE A 24" DEEP CABINET, WE ARE QUOTING 42" DEEP CABINET.

- WE ARE TAKING EXCEPTION TO QUOTE FUSES, BECAUSE 9 CLF IS OUT OF OUR PRODUCT SCOPE.

- WE ARE TAKING EXCEPTION TO PROVIDE A 4 POSITION SWITCH, WE ARE PROVIDING A 3-2 POSITION SWITCH.

- WE ARE TAKING EXCEPTION TO QUOTE PRESSURE RELIEF VALVE SINCE THE DESIGN IS EQUIPED WITH IFD, THIS DEVICE HAS PRESSURE RELIEF FUNCTIONS.

- WE ARE NOT ADDING THE STOCK NUMBER TO THE QUOTE SINCE IT WAS NOT PROVIDED.

***** COMMENTS *****

- QUOTE VALID FOR 30 DAYS.

- WE ARE QUOTING TERMS AND CONDITIONS GE PROLEC 2023.

¿PROLEC GE HAS RESERVED MANUFACTURING SLOTS FOR 2024 BY PRODUCT LINE AT OUR FACTORY TO SECURE AN ASSIGNED VOLUME FOR EACH CUSTOMER. THESE RESERVED SLOTS HAVE BEEN SCHEDULED THROUGHOUT 2024. CURRENT PRICES ARE VALID FOR SHIPMENTS IN 4Q24. RESERVED SLOTS HAVE BEEN ASSIGNED BY QUARTER, AND IF ORDERS ARE SCHEDULED BEYOND 4Q24 THE PRICE WILL BE ADJUSTED PER PROLEC GE PRICE INDEX (PGPI) DEPENDING ON THE QUARTER OF SHIPMENT. PGPI FOR EACH QUARTER IS RELEASED ON THE 15TH DAY OF THE LAST MONTH OF THE PREVIOUS QUARTER.¿

- UNITS WILL BE SCHEDULED ACCORDING TO THE RESERVED SLOTS.

- PROLEC GE DESIGNS, MANUFACTURES AND TEST TRANSFORMERS IN ACCORDANCE WITH THE LATEST APPLICABLE SECTIONS OF ANSI, NEMA AND IEEE STANDARDS. WE TAKE EXCEPTIONS TO ALL OTHER CODES AND STANDARDS.

"IN REGARDS TO THE REQUIREMENT OF ""FOB DESTINATION"", WE UNDERSTAND THAT IT IS REQUIRED THE SELLER TO TAKE TRANSPORTATION RESPONSABILITY TO THE SHIPPING LOCACION AS SPECIFIED. FOB DOES NOT APPLY IN THIS CASE AS WE ARE SHIPPING VIA LAND. GE PROLEC'S PROPOSAL IS BASED ON ""DDP"" , WICH MEANS THAT THE SELLER IS RESPONSIBLE FOR DELIVERING THE GOODS TO THE NAMED DESTINATION IN THE BUYER'S COUNTRY, INCLUDING ALL COSTS INVOLVED."

- WARRANTY COVERAGE APPLIES 12 MONTHS FROM ENERGIZATION OR 18 MONTHS FROM DATE OF SHIPMENT, WHICHEVER OCCURS FIRST.

- WE ARE QUOTING PER ANSI C57.12.34, LOOP FEED, DEAD FRONT, SPECIFIC DIMENSIONS.

- WE ARE QUOTING PRIMARY VOLTAGE 4160Y/2400.

- WE ARE QUOTING SECONDARY VOLTAGE 480Y/277.

- WE ARE QUOTING TAPS 2 - 2.5% ABOVE AND BELOW.

- WE ARE NOT QUOTING FUSES.

- WE ARE QUOTING WINDING MATERIAL CU FOR HV AND CU FOR LV.

- WE ARE INCLUDING 3 - 2 POSITION SWITCHES 300 A.

- WE ARE INCLUDING THERMOMETER, LIQUID LEVEL GAUGE, VACUUM PRESSURE GAUGE.

- WE ARE PROVIDING A INTEGRAL DEADBREAK BUSHIING 600 AMP 25 KV.

- WE ARE PROVIDING A 1¼ STUD TYPE WITH 10 HOLES BLADE 2200A

- PER ACCESS TO INSTALL CT'S WE ARE QUOTING CT PROVISION.

- WE ARE QUOTING IFD WITH PRESSURE RELIEF FUNCTIONS.

- PER 1" DRAIN PLUG WE ARE QUOTING DRAIN VALVE WITH SAMPLER IN LV AS SHOWN IN DRAWING ZGS-H-1500/4.16-0.48.

- WE ARE QUOTING ONLY BASE AND SILL IN STAINLESS STEEL 409L.

- PER POINT 22, WE ARE QUOTING A DECAL "FILLED WITH NON-PCB MINERAL OIL AT TIME OF MANUFACTURE PER 40CFR 761.

- PER REFLECTIVE MATERIAL WE ARE QUOTING CONTRASTING STENCILS.

- WE ARE QUOTING SIMILAR TRANSFORMER FROM DRAWING ZGS-H-1500/4.16-0.48, BUT LOSSES, IMPEDANCE AND DIMENSIONS MAY CHANGE.

- A DISTANCE OF 7.9¿ FROM THE WALL TO THE HV BUSHING IS OFFERED.

- A DISTANCE OF 5.4¿ FROM HV BUSHING TO DIVISION IS OFFERED.

- A DISTANCE OF 13.4¿ FROM LV BUSHING TO WALL IS OFFERED.

- WE ARE OFFERING A LV COMPARTMENT WIDTH OF 39.8¿

- A DEPTH OF 91.4¿ IS OFFERED

- A WIDTH OF 89.2" IS OFFERED.
- A HEIGHT OF 87.3" IS OFFERED.

- ANSI C57.12.90 INCLUDES AS ROUTINE TEST AS FOLLOW:

* RESISTANCE MEASUREMENTS

* RATIO

* POLARITY AND PHASE RELATION

* NO-LOAD LOSSES AND EXCITATION CURRENT

* LOAD LOSSES AND IMPEDANCE VOLTAGE

* LOW FREQUENCY TEST (APPLIED AND INDUCED POTENTIAL)

* LIGHTING IMPULSE

* EFFICIENCY AT $\frac{1}{4}$, $\frac{1}{2}$, $\frac{3}{4}$, AND FULLY LOAD

* VOLTAGE REGULATION AT 1.0 AND 0.8 POWER FACTOR

IF YOU REQUIRE SPECIAL TESTS PLEASE CONSIDER AN EXTRA COST WILL APPLY.

JND

08/23/2024

Regards,

Beau Benefield

FINANCIAL SERVICES
Purchasing Division



BID RECOMMENDATION

DEPARTMENT **Electric**

COUNCIL AGENDA DATE: **November 12, 2024**

BID NO.: **N/A** CONTRACT NO.: **Sourcewell – 091422-WES** DATE OPEN: **N/A**

DESCRIPTION:

Oak Hollow Raw Water Generator Transformers – 1500 kVA Three Phase Pad Mount

PURPOSE:

The Public Services Department is in the process of installing generators at the Oak Hollow Raw Water pump station. For this project, Electric must procure two pad mounted transformers for the project site. These are non-standard units, so one unit is being purchased as a primary unit, with the second unit being purchased as a back-up. The lead time is 48 weeks for these units.

COMMENTS:

The Electric Department is procuring materials to be used on the Oak Hollow Raw Water Generator installation. For this purchase, the warehouse division of the Finance Department is utilizing our Sourcewell contract. There are 2 total transformers being encumbered under this quote. These units' are large industrial 1500kVA three phase pad mounted transformers (4160V).

RECOMMEND AWARD TO: **Wesco Distribution, Inc.** AMOUNT: **\$161,824**

JUSTIFICATION:

Transformers for Public Services project.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
631783	529182			\$161,824.00
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: **Tyler Berrier** Digitally signed by Tyler Berrier Date: 2024.10.29 16:12:16 -04'00' DATE: **October 29, 2024**

The Purchasing Division concurs with recommendation submitted by the **Electric Department** and recommends award to the lowest responsible, responsive bidder **Wesco Distribution, Inc.** in the amount of **\$161,824**

PURCHASING MANAGER: **Candy E. Harmon** Digitally signed by Candy E. Harmon Date: 2024.10.31 12:14:43 -04'00' DATE: **10/31/2024**

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR: **Bobby Fitzjohn** Digitally signed by Bobby Fitzjohn Date: 2024.10.31 13:09:40 -04'00' DATE: **10/31/24**

CITY MANAGER: DATE:
(For City Council Approval Only)



City of High Point

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

Master

File Number: 2024-428

File ID: 2024-428

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 11/01/2024

File Name:

Final Action:

Title: Consideration of a Sole Source Contract with North State Resurfacing
City Council is requested to consider a sole source contract with North State Resurfacing in the amount of \$35,941 for outdoor court repair at Oak Hollow Tennis Center and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee)

Notes:

Sponsors:

Enactment Date:

Attachments: North State Resurfacing - Oak Hollow Tennis Center

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	11/12/2024	Committee Recommended Approval	City Council	11/18/2024		Pass

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Sole Source Contract with North State Resurfacing	
FROM: Lee Tillery, Director – Parks & Recreation	MEETING DATE: November 18, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Proposal – North State Resurfacing North State Sole Source Letter Sole Source Justification Form	

PURPOSE: Sole Source Contract with North State Resurfacing for outdoor court repair at Oak Hollow Tennis Center. Work includes the resurfacing of the two outdoor hardcourt tennis courts.

BACKGROUND: The need for resurfacing or replacement of outdoor courts in our Parks & Recreation infrastructure is prevalent due to the age of many of these amenities. We have addressed these similar types of deferred maintenance issues in many parks over the last several years. The two outdoor courts at Oak Hollow Tennis are adjacent to the eight clay courts and provide opportunity for year-round play. The courts are in disrepair and this work will address the playability concerns along with providing improved accessibility.

A prevalent maintenance issue we see with our aging outdoor courts is unstable underlying surface and materials that leads to surface expansion and cracking. The proprietary method that North State employs is a method that addresses existing cracks by applying acrylic binders that create mechanical reinforcement to prevent future cracks from forming. This method is called the Polypave Court Shield System, and we have utilized this same system in five different locations here over the last five years. Those locations include Washington Terrace, Cedrow and Goldston Park basketball courts, along with the Pickleball courts at Armstrong Park and Allen Jay Recreation Center. The results have been great and this type of system is working well in all these locations.

BUDGET IMPACT: Project cost is \$35,941 and funds are budgeted in the Parks & Recreation Capital Improvement Plan.

RECOMMENDATION/ACTION REQUESTED: City Council is requested to consider a sole source contract with North State Resurfacing in the amount of \$35,941 for outdoor court repair at Oak Hollow Tennis Center and authorize the appropriate City Official(s) to execute all necessary documents.



PO Box 387 • Wendell, NC 27591 • Phone: 919-365-7500

City of High Point/ Eugene Coleman
Phone: 336-883-3312

1301 Brentwood Street
High Point, NC 27260

Job Address:
3401 N. Centennial St.
High Point, NC 27260

Print Date: 10-30-2024

Proposal for J. Brooks Reitzel Tennis Center

www.northstateresurfacing.com

NC License#: 73842 | VA License#: 2705157542

Thank you for considering North State Resurfacing for your project. Since 1990, we have specialized in the construction and resurfacing of tennis courts, basketball courts, pickleball courts, and a wide variety of multi-use recreational surfaces.

At North State Resurfacing, customer satisfaction is our top priority. Our commitment to using superior materials, delivering quality workmanship, and paying attention to detail has earned us an outstanding reputation among our clients. We are proud to be an authorized distributor and applicator of Laykold, the official surface of the US Open, and Nova Sports USA, known for the world's best all-weather sports surfaces. Additionally, we are the exclusive developer and installer of the North State Polyester System, an innovative and guaranteed process for repairing cracks.

As a fully licensed, bonded, and insured company, we have the experience and technical expertise to address a wide variety of surfaces and field conditions. We would greatly appreciate the opportunity to assist you with your project.

AUTHORIZED INSTALLERS OF:



Laykold®

The surfacing of two (2) tennis courts at 108' x 120'

Mobilization

Items	Description
Mobilization	Includes travel, setup, rentals, and labor.

Surface Preparation

Items	Description
Court Debris Removal	Clean and scrape courts of all loose material, dirt, foreign matter and debris.
Vegetation Removal	Remove vegetation from cracks and the inside perimeter of the courts.
Pressure Washing	Pressure wash court surface as needed
Burn & Herbicide	After vegetation has been removed, burn root growth with a propane burner then treat with an herbicide.
Birdbaths/Depressions	North State to patch depressions/birdbaths holding more than 1/8" water, after one hour on a sunny, 70-degree Fahrenheit day, with acrylic patching material. North State shall tack-coat all depressions prior to patching. North State cannot guarantee the elimination of standing water, although it will be improved. Price includes one (1) application of patch material.
Patch Work	Patch any structural cracks, dings, etc. in the asphalt surface using an acrylic patching material.

Preventative Crack Repair

Items	Description
2120 - Polypave Court Shield	Apply Polypave Court Shield to the entire surface of two (2) existing tennis courts. Polypave is designed to create a strong mechanical reinforcement and bond on the new asphalt layer. This application significantly reduces the likelihood of deficiencies in the asphalt, which are common causes of spiderweb cracking. The use of Polypave Court Shield will enhance the durability and appearance of the court surfaces, ensuring a longer lifespan and a more consistent playing experience. Expansion Joints are not covered with any repair fabrics.

Surfacing

Items	Description
Acrylic Resurfacer	Apply two (2) coats of Laykold, sand-filled acrylic resurfacer, (or equivalent) to the entire court surface as a filler coat following the manufacturer's directions and application rates.
Color Coats	Apply two (2) coats of Laykold, sand filled color resurfacer, (or equivalent) to the entire court surface as a color coat following the manufacturer's directions and application rates.

Playing Lines

Items	Description
Line Primer	Prior to painting lines, provide one (1) coat of Nova Seal-A-Line (or equivalent) to seal tapes for a crisp/sharp line edge.
Tennis Lines	Layout, tape and hand paint 2" wide playing lines using Novatex, textured acrylic white line paint (or equivalent). Dimensions of the playing lines are to conform to USTA specifications.

Completion

Items	Description
Refurbish Net Post	Clean net posts of all rust, then spray paint using RUSTOLEUM rust preventative paint.
Install New Putterman Tennis Net	Provide and install two Putterman Tennis Court Nets.
Clean & Inspection	North State to clean up area and dispose of all debris related to our scope of work. Leave courts ready for play.

Options

All options are additions to the TOTAL PRICE

Items	Description
Pickleball Lines	Layout, tape and hand paint 2" wide pickleball lines using Novatex, textured acrylic line paint (or equivalent). Dimensions of the playing lines will be provided in the attached drawing. ADD: \$350.00 Per Court

Total Price: \$35,941.00

Proposal Terms and Conditions:

1. Validity of Proposal:

This proposal is valid for 30 days from the date issued and may be withdrawn if not accepted within this period.

2. Owner's Responsibilities:

- The Owner shall provide potable water and electricity within 200 feet of the courts.
- Suitable access to the courts, including an area for washing equipment, must be provided.
- The Owner is responsible for re-seeding grass and replacing any shrubbery that may be disturbed during the project.
- The Owner shall provide a suitable area for storing materials such as fencing and electrical components.
- The Owner shall carry Fire, Tornado, and any other pertinent insurance.

3. Weather Limitations:

- Air and surface temperatures must be 50 degrees F and rising.
- Installation cannot be performed when rain is imminent or extremely high humidity prevents drying.
- Installation cannot be performed if the surface temperature is above 140 degrees F.

4. Surface and Material Limitations:

- North State Resurfacing cannot guarantee that cracks won't reappear unless a guaranteed crack repair system is accepted. Crack repair systems such as Guardian or Polyester may cause dead spots or buckling of the surface; this is considered normal and not a

defect.

- Standing water (birdbaths) may only be minimized due to possible inadequate slope or drainage. Only one attempt will be made to correct this issue at the contracted price.
- Rust stains caused by asphalt content are not guaranteed.
- Damages caused by growth under or within the asphalt surface, such as roots or fungus, are not guaranteed.
- Excessive moisture under the court surface may negatively affect our surface materials, including seeping water, degradation of asphalt, dead spots, and/or bubbles. North State Resurfacing is not responsible for these conditions. Consulting a Geotechnical Engineer may be recommended if these issues exist.

5. Birdbaths/Depressions Disclaimer:

- **Scope of Work:** North State Resurfacing will focus on improving water drainage and surface levelness. However, this item specifically excludes addressing major depressions or damages indicative of significant paving errors.
- **Definition of Major Depressions:** Major depressions are defined as any depression deeper than 1/8 of an inch or spanning a diameter or length greater than 5 feet. These issues fall outside the scope of typical wear-and-tear maintenance.
- **Responsibility for Major Depressions:** Issues fitting the criteria above should be addressed by the contractor responsible for the initial paving. North State Resurfacing is not liable for rectifying extensive surface issues resulting from initial paving or construction errors. These cases should be directed to the initial paving contractor under their warranty or service agreement.
- **Limitations of Repair:** Repairs under this item are limited to minor adjustments and do not include comprehensive re-paving or large-scale reconstruction. North State Resurfacing cannot guarantee the complete elimination of standing water in affected areas.
- **Client Responsibilities:** Clients are advised to review and confirm the condition of the court prior to the commencement of work. Any discrepancies should be reported immediately to North State Resurfacing.

6. Exclusions:

Layout, traffic control, permits, testing, and inspection are not included unless specifically noted above.

7. Access and Property Damage:

North State Resurfacing is not responsible for any damages to property associated with accessing the courts, such as curbs, gutters, walkways, etc.

8. Underground Utilities Disclaimer:

North State Resurfacing shall not be held liable for any consequences resulting from damage to underground utilities or objects not adequately located by the property owner and/or the governing local underground locating service.

9. Rock Boring Exclusion:

The contract price does not include boring through any rock. North State Resurfacing is willing to perform such work upon mutual agreement and the signing of a written change order.

10. Mobilization:

One (1) mobilization is included. Each additional mobilization will incur a charge of \$3,000.00.

11. Payment Terms:

- Individual billings will be issued as work progresses. A deposit may be requested for materials.
- Unpaid balances are subject to finance charges of 1.5% per month (18% per annum). Credit verification may be required.
- Terms: Net 30 days.
- If collection efforts or legal action become necessary to enforce this agreement, North State Resurfacing shall be entitled to recover all costs and attorneys' fees, which will be added to the amount due under this Proposal/Contract.

12. Alterations and Deviations:

Any alteration or deviation from the above specifications involving extra costs will only be executed upon written order and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control.

13. Insurance Coverage:

North State Resurfacing carries appropriate Liability and Workman's Compensation insurance.

14. Color Selection:

Color will be as desired from the color chart. Please view selections at: [Biggest Color in Tennis — Laykold - Official Surface of the US Open](#) and [Color Selector | Nova Sports U.S.A.](#)

15. Guarantee:

- One (1) year against defective materials and labor unless otherwise noted.
- **This service includes a 1-year warranty against the reappearance of treated cracks, except within 2 feet of the fencing. Please refer to the exclusions or warnings in Section 4 for further details on crack repairs.**

I confirm that my action here represents my electronic signature and is binding.

Signature:

Date:

Print Name:

North State Resurfacing, Co.
Post Office Box 387
Wendell, NC 27591
Office: (919) 365-7500
www.northstateresurfacing.com
NCGCL#: 73842 VACL #2705157542
www.polypavecourtshield.com



Tennis Court Construction
Resurfacing and Repair
Pavement Games
Accessories

The Polypave Court Shield System is a proprietary method developed by North State Resurfacing for preventing cracks from forming on a recreational court surface.

***Abstract:** The purpose of this invention is to prevent the formation of cracks or the reappearance of cracks in asphalt and concrete sport surfaces such as tennis, pickleball and basketball. This method involves the application of a soft polyester fabric (Fortress 97423) to the entire court surface using a mixture of acrylic binders. Following the established method of this invention, will create a mechanical reinforcement of the paved surface which will prevent cracks from forming.

***Description:**

Background

All asphalt and concrete surfaces will eventually develop cracks. Cracks usually form due to expansion rate differences of the pavement and underlying materials. It is generally accepted that new asphalt and concrete surfaces will develop some form of cracking at which point a variety of repair methods are usually installed in an attempt to prevent the crack from reappearing and/or propagating.

There has been some success in preventing cracks from forming in concrete surfaces using post tensioning or pre-stressed concrete. Steel cables form a mechanical reinforcement within the concrete slab, limiting the amount of expansion thus preventing significant cracks from forming. The method of the invention for which I will describe is similar to post-tensioned concrete in that it too provides a mechanical reinforcement of the court surface.

Over the years there have been other types of fabrics used to reinforce the court surface such as a fiberglass membrane, coated with an oxidized binder (Fortress 9100). The general idea for using the fiberglass is the same as using the soft polyester, however, the soft polyester is far superior in tear strength and elongation to break tests. The soft polyester not only absorbs the movement of the pavement but seems to strengthen the entire surface.

This invention involves installing the soft polyester to the entire surface of the pavement only and not to isolated areas.

There are many crack repair methods on the market today for repairing cracks in existing asphalt and concrete recreational surfaces. The majority of these products create some form of barrier between the old and new surface, absorbing the expansion and contraction of the underlying crack. The materials used in this type of repair are not adhered directly to the existing surface except along the edges of the materials used for the repair. This allows movement underneath the fabric and transfers the stress to the edges of the repair. These types of repairs generally work well in preventing the existing crack underneath the repair fabric from reappearing. However, new cracks usually form along the edges of the repair fabric as these areas are where the stress is focused on. Additionally, this type of repair does not address the entire surface of the recreational court and is only installed in isolated areas.

Installing the Polypave Court Shield over the entire surface of the asphalt or concrete is what differentiates this invention from other types of crack repair systems. Treating the entire area as one unit provides continuity of the paved surface and eliminates the possibility of new cracks forming which is inherent with all other crack repair inventions.

While this invention works well on existing asphalt and concrete surfaces, ideally the process is most beneficial if installed on new surfaces.

Originally, the soft polyester was manufactured to be used as a roofing product. Determining the best way to install the polyester on a paved surface proved to be the most difficult part of this invention as there was not an established method for this type of application. Eventually, the right combination of acrylic binders was found that would provide ease of application and withstand the test of time without de-laminating from the paved surface.

FINANCIAL SERVICES
Purchasing Division



SOLE SOURCE JUSTIFICATION FORM

(For Items Costing **\$10,000.00 or More**)

Statutory Reference N.C.G.S. 143-129(e)6

Requisition #

Vendor:

Item(s):

Justification:

The North State Polyester System is a proprietary method developed by North State Resurfacing for preventing cracks from forming on a recreational court surface. We have utilized this system previously and have been impressed with the durability and effectiveness of this product.

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 Lee Tillery
Date: 2024.10.30 11:39:10 -04'00'

Department/Division Date

APPROVAL PROCESS

Purchasing Manager Digitally signed by Candy E. Harmon
Date: 2024.10.31 11:59:02 -04'00'

Financial Services Director Digitally signed by Bobby Fitzjohn
Date: 2024.10.31 12:10:43 -04'00'

City Council (\$30,000 – Up)

City of High Point | P.O. BOX 230, High Point, NC 27261 | 336.883.3219





City of High Point

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

Master

File Number: 2024-429

File ID: 2024-429

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 11/01/2024

File Name:

Final Action:

Title: Consideration of a Contract with Triad Road Maintenance Company, Inc.
City Council is requested to consider a contract with Triad Road Maintenance Company, Inc. in the amount of \$64,226 per year for a three-year total of \$192,678 for long line stripping and thermoplastic pavement marking on city-maintained streets and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee)

Notes:

Sponsors:

Enactment Date:

Attachments: Triad Road Maintenance Company, Inc.

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	11/12/2024	Committee Recommended Approval	City Council	11/18/2024		Pass

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Contract with Triad Road Maintenance Company Inc.	
FROM: Greg Venable, Transportation Director	MEETING DATE: November 18, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: September 24, 2024 Purchasing BID # 2008-102424
ATTACHMENTS: Bid submittal By Triad Road Maintenance Company Inc. Bid Recommendation Form	

PURPOSE: Award a contract to a Triad Road Maintenance Company Inc. to perform long line striping and thermoplastic pavement marking on High Point maintained city streets.

BACKGROUND: The Signs and Marking Division in the Transportation Department is responsible for new installation and replacement of long line striping and thermoplastic pavement markings on city maintained public streets. Triad Road Maintenance Company Inc. holds the current contract and was the lone contractor to submit a bid during the informal bid process. The contract will be for three years with two one year extensions. The contract price is \$64,226.00 per year with a three year total of \$192,678.00. The amount submitted for this contract is only slightly higher that what was approved in 2019.

BUDGET IMPACT: Funds are included the 2024-25 Budget.

RECOMMENDATION/ACTION REQUESTED: City Council is requested to consider a contract with Triad Road Maintenance Company, Inc. in the amount of \$64,226 per year for a three-year total of \$192,678 for long line striping and thermoplastic pavement marking on city-maintained streets and authorize the appropriate City Official(s) to execute all necessary documents.

INVITATION TO BID
INFORMAL BID

BID # 2008-102424
Thermoplastic Pavement Marking/Striping Services

City of High Point
Purchasing/Warehouse Division
816 E Green Drive
High Point, NC 27260
Phone: 336-883-3222 Fax: 336-883-3248
Candy Harmon, Purchasing Manager

FORMAL BID NUMBER: 2008-102424

DATE: September 24, 2024

BIDS DUE NO LATER THAN:
Thursday, October 24, 2024
By 2:00 PM

BUYER: Candy Harmon

candy.harmon@highpointnc.gov

TELEPHONE: (336) 883-3222

**Bid price shall be FOB Destination and
include delivery to:**

City of High Point
Transportation Division
211 S Hamilton Street
High Point, NC 27261

Bidder Information Form

"This contract will be considered invalid if this page is not completed in full."

--PLEASE TYPE OR PRINT LEGIBLY IN BLUE OR BLACK INK--

<u>TRIAD ROAD MAINTENANCE CO INC.</u>		
Vendor Name (Include d/b/a information if applicable)		
Entity Formation (check applicable): ☒ Corporation ☐ Limited Liability Company ☐ Partnership ☐ Sole Proprietorship		
☐ Limited Company ☐ Limited Partnership		
Ownership Category (check applicable): ☐ Non-Minority ☐ African American ☐ Hispanic ☐ Asian American		
☐ Socially & Economically Disadvantaged ☒ Female ☐ American Indian		
<u>225 Sims Rd.</u>		
Principal Office Address (Per Secretary of State)		
<u>KEIDSVILLE NC 27320</u>	<u>triadroad@gmail.com</u>	<u>336-342-9946</u>
City, State & Zip	Email Address	Telephone Number
<u>56-2113289</u>		
Federal Tax ID #/Social Security #		General Contractor License # (if applicable)
<u>KATHY BOULDAWASH, President</u>		<u>Kathy Boudawash</u>
Print Name & Title of Person Signing on Behalf of Vendor		Vendor's Authorized Signature
* By signing above the vendor acknowledges that terms and conditions associated with this bid have been read and accepted. * Failure to execute/sign this bid properly prior to submittal shall render the bid invalid and it WILL BE REJECTED. Late bids will NOT be accepted.		

Offer valid for 60 days from date of bid opening. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this Invitation to Bid.

- Pursuant to General Statutes of North Carolina, Section 143-129, as amended, bids and proposals are subject to the conditions and specifications herein, are invited for materials and equipment as described herein.
- Prices or any other entry made hereon by the bidders shall be considered firm and not subject to change or withdrawal.
- Bidders certify under penalty of perjury that this bid has not been arrived at collusively and that no Federal or North Carolina antitrust laws have been violated.
- State and County sales taxes shall not be included in the bid prices. Sales tax shall be added to vendors invoice and will be paid to vendor at time of invoice payment.
- Bidders shall sign this form and return it with additional bid documents on or before the above date and time, to the City of High Point Purchasing Division, P O Box 230 (27261) and 816 East Green Drive., High Point, NC 27260.

QUESTIONS

All questions regarding this bid should be submitted in writing to Candy Harmon at candy.harmon@highpointnc.gov by **12:00 pm on October 3, 2024**.

USE OF THIS BID DOCUMENT:

Bids must be submitted on the forms provided herein. Bids submitted in any other format may be subject to rejection. If additional sheets are required, the bidder should make the necessary copies and insert them in the bid document or submit a separate bid document.

EXECUTION

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 143-54).

BID SUBMISSION INSTRUCTIONS: Mail only one fully executed bid document, unless otherwise instructed, and only one bid per envelope. Address the envelope and insert bid number as shown below. It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening. All pages within this bid document are necessary parts thereof and shall not be detached, taken apart, or altered. All pages of this document must be included in your bid submittal or your bid may be considered non-responsive. Bids may be emailed to candy.harmon@highpointnc.gov prior to the Bid opening date and time.

<u>DELIVERED BY US POSTAL SERVICE</u>	<u>DELIVERED BY ANY OTHER MEANS</u>
Candy Harmon, Purchasing Manager Bid #2008-102424 City of High Point PO Box 230 High Point, NC 27261	Candy Harmon, Purchasing Manager Bid #2008-102424 City of High Point Warehouse/Purchasing 816 E Green Drive High Point, NC 27260

BID TABULATIONS: Bid Tabulations will be posted to the City's website <https://www.highpointnc.gov/Bids.aspx>.

Bids will be publicly opened and bid tabulations will be posted within a couple of days of bid opening.

TRANSPORTATION CHARGES: FOB HIGH POINT, NORTH CAROLINA WITH ALL TRANSPORTATION CHARGES PREPAID AND INCLUDED IN BID PRICE.

AWARD CRITERIA: As provided by Statute, award will be based on the lowest, responsible, responsive bid(s) - most advantageous to the City of High Point as determined by consideration of:

- Price
- Quality of products offered
- General reputation & performance capabilities of bidder
- Proven performance of equipment or goods offered
- Conformity with intent of specifications herein

- Bidder's previous performance in contract with the City
- Conformity with the terms and conditions of this Invitation for Bid
- Adequate availability of service and parts
- Delivery

AWARD OF CONTRACT: It is the general intent to award this contract to a single overall bidder on all items. The right is reserved; however, to make awards on the basis of individual items or groups of items, if such shall be considered by the City to be most advantageous or to constitute its best interest.

The City reserves the right to reject any and/or all proposals as deemed to be in the best interest of the City.

The City reserves the right to award quantities greater or less than proposed based on funds and or need.

SCOPE: It is the intent of this Invitation for Bids to establish a vendor for Thermoplastic Pavement Marking/Striping Services for the Transportation Division.

QUANTITY: The quantities provided are based on current estimates of needs. It shall be understood and agreed that during the contract period quantities purchased may be more or less than the stated estimated quantities. The City shall not be obligated to purchase in excess of its normal requirements.

MAKE AND MODEL: Manufacturer's name and model/catalog numbers, if used, are for the purpose of identification and to establish general quality level desired. Such references are not intended to be restrictive and comparable products of other manufacturers will be considered. However, bidders are cautioned that any deviation from specifications must be pointed out in their bid.

DEVIATIONS: Any deviations from specifications and requirements herein must be clearly pointed out by bidder. Otherwise, it will be considered that equipment or goods offered are in strict compliance with these specifications and requirements; a successful bidder will be held responsible therefore. Deviations must be explained in detail. However, the City makes no implication that deviations will be acceptable. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.

SALES TAX: Do not include Sales Tax bid price. Sales tax shall be added to invoice and will be paid at time of invoice payment.

VENDOR REGISTRATION: In order to do business with the City of High Point, you will need to register by going to the City of High Point Purchasing website
<https://lfdmz.highpointnc.gov/Forms/VendorApplication>

NC SECRETARY of STATE REGISTRATION: If your company is organized (i.e. incorporation, LLC, etc.) and you are the SUCCESSFUL bidder, registered with the [NC Secretary of State](https://www.sosnc.gov/divisions/business_registration),
https://www.sosnc.gov/divisions/business_registration

SPECIFICATIONS

Bid 2008-102424

Thermoplastic Pavement Marking/Striping Services

GENERAL DESCRIPTION

This Contract is for the installation and/or replacement of Long Line paint and thermoplastic pavement markings (TPM) in the City of High Point. All work and materials shall meet the requirements of the Contract and these Special Provisions thereof, the applicable standards and specifications of the City of High Point, the North Carolina Department of Transportation's *Standard Specifications for Roads and Structures* and *Roadway Standard Drawings* (January 2024), and the current *Manual of Uniform Traffic Control Devices* (MUTCD), published by the Federal Highway Administration.

TERM OF CONTRACT

The term of the contract will be for a three-year period beginning November 1, 2024, and ending October 31, 2027. The contract may be extended by mutual agreement between the City and the Contractor for up to two additional one-year periods thereafter (without adjustments to unit prices). The City reserves the right to terminate this Contract at any time.

QUANTITY

200,000 linear feet of single 4" painted pavement marking lines. Thermoplastic Pavement Markings per estimates on Proposal Form. The quantities indicated herein are estimates only. It shall be understood and agreed that the City may purchase more or less than the estimated quantities during the contract period. The City shall not be obligated to purchase in excess of its normal requirements.

LIABILITY INSURANCE

The Contractor shall be required to show proof of insurance for General Liability and Workmen's Compensation as shown in the attached Instructions to Bidders. Insurance shall be obtained from an insurance company duly authorized to do business in North Carolina. A Certificate of Insurance must be provided prior beginning work.

REFERENCES

Only bids from companies established in performing this type of service and qualified to handle accounts of this size will be considered. Prior to award, the City of High Point reserves the right to investigate a bidder's ability to fulfill the requirements of the Contract.

AWARD CRITERIA

As provided by Statute, the award will be based on the lowest responsive and responsible bid received by the City of High Point, and in conformance with the intent of specifications, terms and conditions state herein and included by reference.

The City reserves the right to reject any and/or all proposals as deemed to be in the best interest of the City.

AUTHORITY OF THE ENGINEER

The Engineer for this project shall be the Transportation Director of the High Point Department of Transportation acting directly or through his duly authorized representatives (HPDOT Signs & Markings Maintenance Staff).

The Engineer will decide all questions which may arise as to the quality and acceptability of the work performed, the interpretation of the Contract and project specifications and special provisions, whether stated explicitly or by reference, and to the fulfillment of the Contract on the part of the Contractor. Decisions rendered shall be the final and he shall have authority to enforce and make effective such decisions and orders on behalf of the City.

SUPERVISION BY CONTRACTOR

At all times during the project the Contractor shall provide a competent employee who shall have authority and responsibility for the project. This person must be able to direct and manage other employees and make decisions on the Contractor's behalf.

CONTRACT TIME, NOTIFICATION AND LIQUIDATED DAMAGES

The Contractor will have ten (10) days from the date of notification to complete each set of markings identified and requested by the City. Notification may be sent via electronic mail, facsimile, U.S. Mail, or hand delivery. No extensions will be authorized except by the Engineer.

Liquidated damages for work not completed by the contract expiration date shall be Five Hundred Dollars (\$500.00) per calendar day.

CLAIMS FOR ADDITIONAL COMPENSATION OR TIME EXTENSIONS

A claim for additional compensation and/or time extensions must be submitted in writing to the Engineer. Compensation for work and materials outside of this scope of services will not be considered. Requests for time extensions must be supported by valid reasons for unavoidable delays incurred by the Contractor.

No changes to the terms and conditions of this Contract will be made if an extension is granted. The Engineer will notify the Contractor in writing regarding acceptance or rejection of an extension.

WORKING CONDITIONS

Work is restricted to daylight hours, and the Engineer must be notified and approve of any weekend work at least one (1) week (5 business days) in advance. Work shall only be performed when weather and visibility conditions are conducive to the successful placement markings and safe construction practices.

DAMAGES

The Contractor is responsible for repairing all damages his organization causes to any City and/or State property during the performance of the Contract.

The Contractor will ensure that any area disrupted by construction is cleaned, leveled and re-seeded in compliance with City specifications. The Contractor shall avoid driving across or parking on sidewalks, grass or other non-vehicular areas. Where vehicular access cannot be avoided, the Contractor shall be responsible for repairing these areas to the City's satisfaction.

Access to private properties (outside the public rights-of-way) is prohibited without a written authorization from the owner that releases the City of liability for damages or injuries.

SITE CLEANUP

The Contractor is responsible for properly disposing of all debris and waste associated with the work. All trash, packing materials and other construction debris on each site shall be stored in a container belonging to the Contractor and removed daily.

UTILITY CONFLICTS

It shall be the responsibility of the Contractor to contact all affected utility owners and service providers, and to determine the precise locations of all utilities prior to beginning construction. Utility owners shall be contacted a minimum of 72 hours prior to the commencement of operations. The Contractor will notify utility owners in the event of damage and will be responsible for all repairs.

SITE INSPECTIONS

The Contractor shall perform an inspection of each intersection prior to beginning work and shall notify the Engineer in writing of any observable existing pavement conditions that could adversely affect installation and the service thereof. The City will inspect each site identified by the Contractor and advise of either 1) a schedule to facilitate repairs; or 2) removal of the location from the project list.

WORK ZONE SAFETY AND TRAFFIC CONTROL

All Contractors' personnel, all subcontractors and their personnel, and any material suppliers and their personnel shall wear a reflective vest or outer garment conforming to the requirements of the current edition of the *Manual on Uniform Traffic Control Devices* (MUTCD) at all times while on the project.

The Contractor shall maintain traffic during construction and shall provide, install, and maintain all work zone traffic control devices, including but not limited to advance signing, barrels, cones, arrow boards, and flagmen, in accordance with project guidelines, the project Special Provisions, NCDOT's 2024 edition of *Standard Specifications for Roads and Structures* and *Standard Roadway Drawings*, and the MUTCD. The Contractor shall be responsible for the proper use of traffic control devices during all operations. All traffic control devices required for an operation shall be functional and in place prior to the commencement of the operation.

The Contractor is required to leave each job site in a manner that will be safe for use by the traveling public. During periods of inactivity, signing and lane closure devices shall be removed from the roadway/intersection so as not to impede the flow of traffic.

Work hour time restrictions shall apply to all locations. The Contractor shall not close any lane of traffic between the hours of 7:00 am and 9:00 am or between the hours of 4:00 pm and 6:00 pm. No work is to be performed on official city or state holidays without the consent of the Engineer.

In addition, unless specifically authorized by the Engineer, no work is to be performed during the International Home Furnishings Markets, which occur each Spring and Fall. Successful Contractor will be provided with restricted dates associated with the IHFM through the term of this contract (including extension).

Due to the dynamic nature of the Market industry, these dates are subject to change. The City will advise the Contractor of any changes no less than thirty (30) days prior to each event.

The Contractor shall secure a "blanket" permit for lane closures from the High Point Department of Transportation (HPDOT) prior to beginning work. The application for this permit will include an attachment listing the intersections where work is to be performed, the affected approaches, and a schedule of when the work is to take place. The Contractor is responsible for updating this schedule and advising HPDOT of significant changes thereto. The permit shall be valid for a period not to exceed sixty (60) days but is renewable with satisfactory performance. Permit fees will be waived; however, failure to comply with any of the requirements associated with the permit, including the terms of this Contract relative to work zone traffic control, may result in a fine of \$100.00 per hour of noncompliance.

Traffic control on state roads is subject to review and approval by NCDOT.

Work zone traffic control costs shall be included as part of the unit cost to install TPM. No separate payment on compensation will be made for traffic control.

CONTRACTOR FURNISHED MATERIAL

The Contractor shall furnish, store, deliver, and install all materials necessary to successfully complete the requirements of this Contract. All material and equipment furnished by the Contractor shall be new, and shall meet or exceed the requirements described in NCDOT's *Standard Specifications for Road and Structures* (January 2024), unless modified by the City. Upon request by the City, the Contractor shall provide cut sheets for materials furnished.

PAVEMENT MARKINGS

The Contractor shall install long line pavement markings as required and in accordance with current NCDOT standards, specifications, guidelines, and procedures. All materials shall meet or exceed NCDOT requirements.

The City of High Point reserves the right to reject any material which does not meet these specifications or demonstrate satisfactory field performance.

BASIS FOR PAYMENT

This bid is for the quantity listed below in this Contract. The Contractor shall provide a unit cost for the quantity estimated by HPDOT.

Payment shall be made based on field measurement of items actually installed. Measurements shall be verified by the Engineer or a representative thereof prior to payment. The amount to be paid to the Contractor shall be the sum of such measurements multiplied by the unit cost for each item, as provided by the Contractor for the term of this Contract.

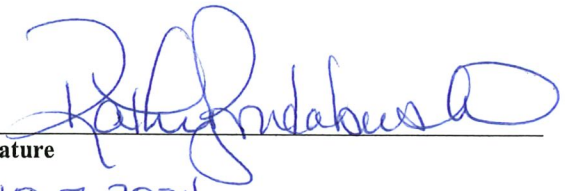
The bid prices submitted by the Contractor shall include all items incidental to the work, including mobilization and work zone traffic control. No separate or additional payments will be made for these items, or for labor, materials, or equipment used to complete the work.

Within the term of this contract, including any extension thereof, the City reserves the right to overrun the estimated quantities for each bid item by fifty (50) percent at the unit cost submitted by the Contractor.

ATTACHMENT A

PROPOSAL FORM Thermoplastic Pavement Marking/Striping Services BID # 2008-102424				
DESCRIPTION	U/M	QTY	UNIT PRICE	TOTAL
<u>THERMOPLASTIC (4", 90 MILS)</u>				
WHITE EDGELINE	LF	200	0.75	150.00
<u>THERMOPLASTIC (4", 120 MILS)</u>				
10 FT WHITE SKIP	EA	500	3.00	1500.00
2 FT WHITE MINISKIP	EA	600	2.00	1200.00
WHITE SOLID LANE LINE	LF	3000	0.85	2550.00
YELLOW SINGLE CENTER	LF	1000	0.85	850.00
YELLOW DOUBLE CENTER	LF	3000	1.70	5100.00
<u>THERMOPLASTIC (8", 90 MILS)</u>				
WHITE CROSSWALK	LF	300	4.00	1200.00
<u>THERMOPLASTIC (12", 120 MILS)</u>				
WHITE CROSSWALK	LF	600	5.00	3000.00
<u>THERMOPLASTIC (24", 120 MILS)</u>				
WHITE STOPBAR	LF	400	8.50	3400.00
<u>THERMOPLASTIC PAVEMENT MARKING CHARACTER (120 MILS)</u>				
ALPHANUMERIC CHARACTER	EA	1	150.00	150.00
<u>THERMOPLASTIC PAVEMENT MARKING SYMBOL (120 MILS)</u>				
LEFT TURN ARROW	EA	12	85.00	1020.00
RIGHT TURN ARROW	EA	12	85.00	1020.00
STRAIGHT ARROW	EA	20	85.00	1700.00
COMBO STRAIGHT/RIGHT	EA	8	99.00	792.00
COMBO STRAIGHT/LEFT	EA	6	99.00	594.00
<u>LONG LINE PAINT</u>				
4" PAINTED PAVEMENT MARKING LINES (SOLID & SKIPLINES)	LF	200,000	0.20	40,000.00
TOTAL BID				\$64,226.00

Unit price must be all inclusive, including shipping/delivery/fuel charges. No extra fuel charges are to be billed!

TRIAD ROAD MAINTENANCE CO INC.				
Company Name			Signature	
REIDSVILLE NC 27320			10-7-2024	
City	State	Zip	Date	
triadroad@gmail.com			336-342-9946	
E-mail			Telephone	Fax

ATTACHMENT B

References**Thermoplastic Pavement Marking/Striping Services**

1. Vendor Name: NCDOT-Div 9
Vendor Contact: Dusty Bard
Vendor Phone Number: 336-747-7800
Vendor Address: 375 Siles Creek Parkway Winston Salem, NC 27127
Type of Project: Paint & Thermo Contracts
Length of Project: 3 years each

2. Vendor Name: City of Greensboro
Vendor Contact: Chris Martin
Vendor Phone Number: 336-317-7956
Vendor Address: P.O. Box 3136 Greensboro, NC 27402
Type of Project: Thermo Install & Removal Contract
Length of Project: 3 years

3. Vendor Name: APAC-Atlantic, Inc
Vendor Contact: Luke Graham
Vendor Phone Number: 336-767-3500
Vendor Address: P.O. Box 21088 Greensboro, NC 27420
Type of Project: City of Winston Resurfacing
Length of Project: 1 year

ATTACHMENT C

AFFIDAVIT-MINORITY PARTICIPATION

The City of High Point is committed to providing equal opportunities for participation in all aspects of the City of High Point contracting and purchasing programs including, but not limited to, participating in procurement contracts for, materials, services, construction and repair work activities, and lease agreements in the City of High Point. The Purchasing Division actively seeks to identify qualified minority, handicapped, disadvantaged, and women-owned business enterprises so as to widen opportunities for participation as providers of goods and services, increase competition and ensure the proper and diligent use of public funds.

(NOTE: THIS FORM IS TO BE SUBMITTED WITH THE BID PROPOSAL)

Portion of the Work to be performed by Minority Firms

TRIAD ROAD MAINTENANCE CO INC. I do hereby certify that on the
(Name of Bidder)
THERMOPLASTIC PAVEMENT MARKING / STRIPING SERVICES
(Project Name)
 Project ID# 2008-102424 Amount of Bid \$ 64,226.00

I will expend a minimum of 0% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the firms listed below.

Attach additional sheets if required

Name and Phone Number	Minority Category	HUB Certified (Y/N)	Work Description	Dollar Value
N/A				0

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D) Employee Stock Ownership Plan (ESOP)

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 10-7-24 Name of Authorized Officer: KATHY Boudabush
 Signature: Kathy Boudabush
 Title: PRESIDENT

ATTACHMENT D

STATE OF NORTH CAROLINA

AFFIDAVIT

CITY OF HIGH POINT

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

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

This 7 day of October, 2024

Signature of Affiant

Print or Type Name: KATHY Roudabush

State of NORTH CAROLINA County of Rockingham

Signed and sworn to (or affirmed) before me, this the 7

day of October, 2024.

My Commission Expires: 11/24/2028

Notary Public

(Affix Official/Notarial Seal)

ATTACHMENT E

NON-COLLUSION AFFIDAVIT

State of North
Carolina City of
High Point

KATTHY Boudabush, being first duly sworn, deposes and says that:

1. He/She is the PRESIDENT of TRIAD Road Maintenance Co Inc the Proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a **collusive** or **sham** Proposal;
4. Neither the said Proposer nor any of its officers, partners, owners agents, representatives, employees or parties of interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a **collusive** or **sham** Proposal in connection with the contract for which the attached Proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price of any other Proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of High Point or any person interested in the proposed contract; and
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Katthy Boudabush
Signature of Proposer

10-7-2024
Date

Subscribed and sworn before
me, this 7 day of Oct, 2024

Brittney B Honey
Notary Public

(Seal)

Notary Public
My Commission Expires: 11/24/2028

INSTRUCTIONS TO BIDDERS

GENERAL: All bids are subject to the provisions of the attached General Contract Terms and Conditions. All bid responses will be controlled by the Terms and Conditions included by the City of High Point. Bidder terms and conditions included as a part of published price lists, catalogs, and/or other documents submitted as a part of the bid response are waived and will have no effect either on the bid, or any contract which may be awarded as a result of this bid.

The attachment of any additional terms and conditions by any vendor or bidder is expressly rejected here and shall not be incorporated into the bid. Attachment of any additional terms and conditions may be grounds for rejection of the bid by the City.

Bidder specifically agrees to the conditions set forth in this paragraph by signature of the "BID" contained herein.

Pursuant to G.S. 143-48 and Executive Order No. 77, the State invites and encourages participation in this procurement by a business owned by minorities, women, and the handicapped.

MAKE AND MODEL: Indicate manufacturers' name and model number of item(s) offered in the spaces provided. The purpose of these specifications is to identify and establish general quality level desired. Any references to brand names are not intended to be restrictive and comparable products of other manufacturers will be considered. However, bidders are cautioned that any deviation from specifications must be pointed out in their bid. **Complete descriptive literature and manufacturer's specifications shall be included in the bid.**

WARRANTY: Equipment shall be new and shall be guaranteed against defect in materials, workmanship, and performance in accordance with the manufacturer's standard warranty, except that in no event shall such coverage be less than one (1) year. Warranty coverage shall begin on the date of acceptance by the City of High Point. **Warranty service shall be available on site** at any location within the state of North Carolina. Defective units shall be repaired or replaced during the warranty period at no cost to the City of High Point or its representative.

INSTRUCTION BOOK: The vendor shall furnish a booklet or pamphlet giving complete instructions for the operation, lubrication, adjustment, and care of the equipment.

TRAINING: Quoted price to include comprehensive training for technicians and operators. All training and materials shall be provided by successful bidder at no additional cost to the City of High Point. Training shall include troubleshooting and proper operation of all equipment.

SAFETY: The successful bidder shall be required to take safety precautions in an effort to protect persons and City property. All contractors and sub-contractors shall conform to all OSHA, State and County regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequate compliance with these requirements shall be borne solely by the successful bidder which is responsible for same. Barriers shall be provided by the successful bidder when work is performed in areas traversed by persons or when deemed necessary by the City.

DEMONSTRATION: Bidder must be capable of demonstrating proposed equipment within seven (7) consecutive calendar days after notification at no additional cost to the City. If required, this will be a comprehensive demonstration at a site designated by the City with hands-on participation by agency operator(s) if necessary. Bids that fail to comply with this requirement may be subject to rejection.

EQUIPMENT AND ACCESSORIES: All equipment and accessories listed as standard items in the manufacturer's current product literature, but not listed in these specifications shall be included with the equipment.

SERVICE UPON DELIVERY: Equipment shall be complete, serviced and ready for operation. The City will only accept and approve for payment equipment that is complete in every respect and ready for operation.

STANDARD PRODUCTION MODEL: It is a requirement that the equipment herein requested be the "standard production model of the latest design". To meet this requirement the equipment offered shall be new and the latest production model as represented in the manufacturer's current published literature intended for the general public. Such literature must represent the specific configuration offered. Equipment offered otherwise may be subject to rejection.

CLEAN UP: Upon completion of the equipment delivery, the bidder shall remove and properly dispose of all packaging waste and debris from the user's site. The bidder shall be responsible for leaving the delivery areas clean and ready to use.

The omission of any standard feature described herein shall not void the bidder's responsibility to furnish a complete system with all standard equipment of the manufacturer's latest model in current production. The bidder shall represent by their bid that all equipment to be furnished shall be new and unused. The unit, as specified, shall be completely assembled and adjusted and all equipment, standard and optional will be installed and ready for use. The following specifications are the minimum acceptable specifications and failure to comply may be used as basis for rejection of bid. If the equipment offered differs from the provisions contained herein, these differences must be explained in detail. Bidder must include copy of printed manufacturer's specification sheet with bid.



INSURANCE: Successful bidder shall be required to provide insurance as required in Section 17 of the General Terms and Conditions.

SPECIFICATIONS: Manufacturer's name and catalog numbers used in this bid are product specific unless the description states equivalent acceptable. These products are required for compatibility and continuity of support.

BID EVALUATION: The City of High Point reserves the right to reject any bid on the basis of the function, compatibility with user requirements, as well as cost. The City of High Point reserves the right to award this contract to a single overall bidder on all items, or to make award on the basis of individual items or groups of items, whichever shall be considered by the City of High Point to be most advantageous or to constitute its best interest. Bidders should show unit prices, but are requested to offer a lump sum price. The City of High Point will not be bound by oral discussions during evaluation process. Responsible purchasing agent should approve all contact regarding this award.

CANCELLATION: The City of High Point may terminate/cancel this contract at any time by providing written notice to the bidder at least thirty (30) days before the effective date of termination/cancellation.

SERVICE: Adequate and satisfactory availability of repair parts and supplies, and ability to meet warranty and service requirements are necessary. The City of High Point reserves the right to satisfy itself by inquiry or otherwise as to bidder's capability in this regard.

BID RESULTS: For bid results email Amanda Garner at libby.rush@highpointnc.gov NO EARLIER than TWO DAYS following the bid close date.

***** THE CITY OF HIGH POINT WILL NOT BE BOUND BY ORAL DISCUSSION REGARDING THIS INVITATION FOR BID*****

QUESTIONS: Questions regarding the specifications on this bid should be referred to the Purchasing Department.

SPECIAL INTEREST GROUP DEFINITIONS:

Women Owned (51% and controlled by Women)

Handicapped Owned (51% owned & controlled by a Physically Handicapped Person)

Minority Owned (At least 51% of which is owned and controlled by minority group member. (Black, Asian, Hispanic, American



GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE AND REJECTION:** The City of High Point reserves the right to reject any and all bids, to waive any informality in bids, and unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded.

2. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, the offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.

3. **TAXES:** No taxes shall be included in any bid prices.

a. **FEDERAL:** Generally, states and political subdivisions are exempt from such taxes, as excise and transportation. Exemption is claimed under Registry No. 56-70-0047K as provided by Chapter 32 of the Internal Revenue Code.

b. **OTHER:** Bid prices are not to include any sales, import, or personal property taxes. To the extent applicable, they are to be invoiced as a separate item(s).

4. **PRICE ADJUSTMENTS:** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the bidder to other customers.

a. **NOTIFICATION:** Must be given to the City of High Point Purchasing Department, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturers' official notice or other evidence that the change is general in nature.

b. **DECREASES:** The City of High Point shall receive full proportionate benefit immediately at any time during the contract period.

c. **INCREASES:** All prices offered herein shall be firm against any increase for 180 days from effective date of the proposed contract. After this period, a request for increase may be submitted with the City of High Point reserving the right to accept or reject the increase, or cancel the contract. Such action by the City of High Point shall occur not later than 15 days after receipt and review by the City of High Point of a properly documented request for price increase. Any increases accepted shall become effective on a date to be determined by the City of High Point which:

1) Shall not be later than 30 days after the expiration of the original 15 days reserved by the City of High Point to evaluate the request for increase;

d. **INVOICES:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.

5. **PAYMENT TERMS:** Payment terms are Net, 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The City of High Point is responsible for all payments under the contract.

6. **AFFIRMATIVE ACTION:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

7. **CONDITION AND PACKAGING:** Unless otherwise indicated in the bid, it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

8. **PERFORMANCE BOND AND DEFAULT:** The City of High Point reserves the right to require performance bonds from successful bidder, as provided by law, without expense to the City. Otherwise, in case of default by the Bidder, the City may procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby. Default shall occur if the Bidder fails to perform any obligation under the contract and schedule and such failure remains uncured for more than thirty (30) days after receipt of written notice thereof from the City of High Point.

9. **SAMPLES:** Samples of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request, be returned at the bidder's expense. Request for the return of samples must be made within 10 days following opening of bids. Otherwise, the samples will become City of High Point property. Each individual sample must be labeled with bidder's name and item number. Samples, on which an award is made, will be retained for the contract period. These will be returned, if requested, ten days prior to expiration of the contract.



10. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations must be explained in detail on an attached sheet(s).

The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.

11. **SAFETY STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Electrical Engineers for pressure vessels; the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the successful bidder shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

All bidders must comply with *North Carolina Occupational Safety and Health Standards for General Industry, 29CFR 1910*. Construction bidders must comply with *North Carolina Occupational Safety and Health Standards for the Construction Industry, 29CFR 1926*. In addition, bidders shall comply with all applicable occupational health and safety and environmental rules and regulations. Bidders shall effectively manage their safety and health responsibilities including:

1. Accident Prevention

Prevent injuries and illnesses to their employees and others on or near their job site. Bidder managers and supervisors shall ensure employer's personnel safety by strict adherence to established safety rules and procedures.

2. Environmental Protection

Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.

3. Employee Education and Training

Provide education and training to all bidders' employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

12. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidders are to furnish all information requested and, in the spaces, provided on the bid form. Further, as may be specified elsewhere, each bidder must submit with his proposal: cuts, sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid does not satisfy this provision. Bids, which do not comply with these requirements, will be subject to rejection.

13. **PROMPT PAYMENT DISCOUNTS:** Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.

14. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance made of the lowest, responsible responsive and best bid most advantageous to the City of High Point as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by the City to be pertinent or peculiar to the purchase in question. Unless otherwise specified by the City or the bidder, the City reserves the right to accept any items or groups of items on a multi-item bid.

The City reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by the City of High Point to be pertinent or peculiar to the purchase in question.

15. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful bidder to notify the City of High Point Purchasing Department at once, indicating in his letter the specific regulation which required such alterations. The City of High Point reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

16. **M/WBE:** Pursuant to General Statute 143-48 and Executive Order #77, the City of High Point invites and encourages participation in this procurement process by businesses owned by minorities, women, and the handicapped.

17. INSURANCE:

COVERAGE - During the term of the contract, the bidder at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the bidder shall provide and maintain the following coverage and limits:



a. Worker's Compensation - The bidder shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all bidders' employees who are engaged in any work under the contract. If any work is sublet, the bidder shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.

b. Commercial General Liability - General Liability Coverage, on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$1,000,000.00 bodily injury and property damage; \$100,000.00 uninsured/under-insured motorist; and \$1,000.00 medical payment.

REQUIREMENTS: Providing and maintaining adequate insurance coverage is a material obligation of the bidder and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The bidder shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any of such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the bidder shall not be interpreted as limiting the bidder's Liability and obligations under the contract. It is agreed that the coverage as stated shall not be canceled or changed until thirty (30) days after written notice of such termination or alteration has been sent by registered mail to the City of High Point Purchasing Department.

18. PATENTS AND COPYRIGHTS: The Bidder shall hold and save the City of High Point, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses on account of any patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.

Any and all copy, art, designs, negatives, photographs, or other tangible items created pursuant to bidder's performance of this project shall be the property of City of High Point and shall be delivered to City upon completion of the project. Such property shall be transferred to City in excellent, reusable condition.

In addition, the copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the bidder's performance of this project shall vest in the City, and the bidder agrees to assign all rights therein to the City. Bidder further agrees to provide the City with any and all reasonable assistance, which the City may require to obtain copyright registrations or to perfect its title in any such work, including the execution of any documents submitted by the City.

19. PATENT AND COPYRIGHT INDEMNITY: BIDDER will defend or settle, at its own expense, any action brought against Customer to the extent that it is based on a claim that the product(s) provided pursuant to this agreement infringe any U.S. copyright or patent; and will pay those costs, damages and attorney's fees finally awarded against Customers in any such action attributable to any such claim, but such defense, settlements and payments are conditioned on the following (1) that BIDDER shall be notified promptly in writing by Customer of any such claim; (2) that BIDDER shall have sole control of the defense of any action on such claim and of all negotiations for its settlement or compromise; (3) that Customer shall cooperate with BIDDER in a reasonable way to facilitate the settlement of defense of such claim; (4) that such claim does not arise from Customer modifications not authorized by the BIDDER or from the use of combination of products provided by the BIDDER with products provided by the Customer or by others; and (5) should such product(s) become, or in the BIDDER's opinion likely to become, the subject of such claim of infringement, then Customer shall permit BIDDER, at BIDDER's option and expense, either to procure for Customer the right to continue using the product(s), or replace or modify the same so that it becomes non-infringing and performs in a substantially similar manner to the original product; or (c) upon failure of (a) or (b) despite the reasonable efforts of the BIDDER for a sold product or licensed software, return the price paid for the licensed software and any product dependent thereon.

20. ADVERTISING: Bidder agrees not to use the existence of this contract or the name of the City of High Point as a part of any commercial advertising without prior approval of the City of High Point Purchasing Department.

21. EXCEPTIONS: All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price catalogs, and other documents as part of a Bidder's response will be waived and have no effect on this Request for Proposal or any other contract that may be awarded resulting from this solicitation. The submission of any other terms and conditions by a Bidder may be grounds for rejection of the Bidder's proposal. The Bidder specifically agrees to the conditions set forth in the above paragraph by affixing his name on the signatory page contained herein.

22. CONFIDENTIAL INFORMATION: As provided by statute and rule, the City of High Point will consider keeping trade secrets which the bidder does not wish to be DISCLOSED confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.

23. ASSIGNMENT: No assignment of the bidder's obligations nor the bidder's right to receive payment hereunder shall be permitted. However, upon written request approved by the City of High Point Purchasing Department, solely as a convenience to the bidder, the City of High Point may:



- a. Forward the bidder's payment check directly to any person or entity designated by the bidder, and
- b. Include any person or entity designated by bidder as a joint payee on the bidder's payment check.

In no event shall such approval and action obligate the City of High Point to anyone other than the bidder and the bidder shall remain responsible for fulfillment of all contract obligations.

24. **ACCESS TO PERSONS AND RECORDS:** The City Auditor shall have access to persons and records as a result of all contracts or grants entered into by the City in accordance with General Statute 147-64.7.
25. **INSPECTION AT BIDDER'S SITE:** The City of High Point reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective bidder prior to contract award, and during the contract term as necessary for the City of High Point's determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
26. **AVAILABILITY OF FUNDS:** Any and all payments of compensation of this specific transaction, its continuing or any renewal or extension are dependent upon and subject to the allocation of appropriation of funds to the City for the purpose set forth in this agreement.
27. **GOVERNING LAWS:** All contracts, transactions, agreements, etc., are made under and shall be governed by and construed in accordance with the laws of the State of North Carolina.
28. **ADMINISTRATIVE CODE:** Bids, proposals, and awards are subject to applicable provisions of the North Carolina Administrative Code.
29. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
30. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) City of High Point General Contract Terms and Conditions, and (4) City of High Point Bid Terms and Conditions.
31. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the City named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum from the City of High Point Purchasing Department. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source is of no effect.
32. **SITUS:** The place of all contracts, transactions, agreements, their situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.



AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES ("Agreement") is made this [] day of [MONTH], 20[] (the "Effective Date"), by and between the City of High Point, a North Carolina municipal corporation (the "City"), and [SERVICE PROVIDER LEGAL NAME]¹, a(n) [STATE OF SERVICE PROVIDER'S INCORPORATION/ORGANIZATION] [SERVICE PROVIDER'S TYPE OF BUSINESS ENTITY]² ("Service Provider"). The City and Service Provider are at times collectively referred to hereinafter as the "Parties" or individually as a "Party".

WHEREAS, the City desires to engage Service Provider to provide the services described on **Exhibit A** attached hereto, together with any additional services reasonably implied and inferred therefrom or customarily provided in the performance of services of the nature to be provided by Service Provider pursuant hereto (the "Services"); and

WHEREAS, Service Provider desires to render the Services in accordance with this Agreement, and has the experience, staff, and resources to perform such Services;

NOW, THEREFORE, the City and Service Provider, in consideration of their mutual covenants and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, hereby agree as follows:

SECTION I. ENGAGEMENT OF SERVICE PROVIDER

A. **Engagement.** Service Provider shall perform the Services and the City shall pay Service Provider for the performance of such Services as set forth herein.

B. **Independent Contractors.** The relationship between the Parties shall be that of independent contractors. Without limiting the generality of the foregoing, the Parties acknowledge and agree that Service Provider, its employees, subcontractors, and suppliers are not individually or collectively to be deemed an employee or employees of the City under any circumstances. Furthermore, nothing in this Agreement shall under any circumstances be construed to make the City and Service Provider joint venturers, partners, or parties to similar relationships with each other.

SECTION II. PROVISION OF THE SERVICES

A. Provision of the Services. Service Provider will provide the Services in accordance with the terms and conditions of this Agreement.

B. Fees. The City will pay Service Provider for provision of the Services consistent with the hourly rates and/or fixed amounts set forth on **Exhibit A**, with the total payment to Service Provider under this Agreement not to exceed \$[XXXXXXXX].

C. Additional Services. Any work requested by the City but which goes beyond the scope of the Services will be classified as “**Additional Services**.” Additional Services will be negotiated on an individual project basis and, if such negotiations are successful, will be governed by an amendment to this Agreement or a new separate agreement between the Parties.

SECTION III. RESPONSIBILITIES OF SERVICE PROVIDER AND CITY

A. Service Provider’s Responsibilities.

1. Service Provider shall be responsible for the quality, technical accuracy, and the coordination of all Services (including all related deliverables (the “**Deliverables**”)) furnished by Service Provider under this Agreement.

2. The Services shall be performed consistent with the schedule, if any, set forth on **Exhibit A**. If no such schedule is set forth on **Exhibit A**, the Services shall be provided within a reasonable time established by the City. Service Provider agrees to provide progress reports regarding its performance of the Services in a format acceptable to the City and at intervals established by the City. The City will be entitled at all times to be promptly advised, at its request and in writing, as to the status of Services being performed by Service Provider and of the details thereof.

3. In the event there are delays on the part of the City as to the approval of any of the materials submitted by Service Provider, or if there are delays occasioned by circumstances beyond the control of Service Provider which delay the Services’ completion date as specified on **Exhibit A**, the City may grant to Service Provider an extension of the contract time equal to the aforementioned delay, provided there are no changes in compensation or scope of services.

4. It shall be the responsibility of Service Provider to ensure at all times that sufficient contract time remains within which to complete the Services. Time is of the essence with respect to Service Provider’s performance of the Services.

5. In the event that Service Provider fails to timely complete the performance of all Services in accordance with the timeframe set forth on **Exhibit A**, the City shall have the right to cease making any partial progress payments following expiration of such timeframe. No further payments under this Agreement will be made until a time extension is granted by the City or all Services have been completed and accepted by the City in writing.

6. Service Provider shall submit to the City such Project documentation and Deliverables as agreed to by Service Provider and the City on **Exhibit A**. Service Provider shall not be liable for use by the City of said Deliverables for any purpose other than those intended by the terms of this Agreement.

7. All plans, specifications, analytical tools, maps, documents, reports, and/or other Deliverables prepared or obtained under this Agreement shall be considered "works made for hire" (as defined in 17 U.S.C. §101) for the City and shall become the property of the City without restriction or limitation on their use. To the extent that any of the Deliverables do not constitute a "work made for hire", Service Provider hereby irrevocably assigns, and shall cause its employees, agents, and other personnel (collectively, "**Personnel**") to irrevocably assign to the City, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all intellectual property rights therein. Service Provider shall cause its Personnel to irrevocably waive, to the extent permitted by applicable law, any and all claims such as its Personnel may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of *droit moral* with respect to the Deliverables. Upon the City's reasonable request, Service Provider shall, and shall cause its Personnel to, promptly take such other actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist the City to prosecute, register, perfect, or record its rights in or to any Deliverables.

8. The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Regulations, Titles 23, 48, and 49 and other pertinent Federal, State, and City Regulations, as applicable, with the understanding that there is no conflict between City, State, and Federal Regulations and, in the event there is a conflict, the more restrictive of the applicable regulations will govern.

9. Service Provider's right to reimbursement for travel costs, if any, will be addressed in the compensation provisions set forth on **Exhibit A**.

10. Service Provider shall comply with all applicable construction specifications and policies provided to it by the City during Service Provider's provision of the Services.

11. Prior to provision of the Services, Service Provider shall, by written notice to the City, designate a representative to act on behalf of Service Provider with respect to the Services to be performed hereunder (the "**Designated Representative**"). The Designated Representative's decisions, agreements, and actions relating to the Services to be provided hereunder shall be binding upon Service Provider. If the City requests that Service Provider designate a different Designated Representative, Service Provider will do so within five (5) calendar days of Service Provider's receipt of written notice from the City regarding such request. If Service Provider decides to change the Designated Representative, Service Provider will give written notice to the City of its new Designated Representative and the effective date of such change.

12. Prior to the commencement of Service Provider's provision of Services (a) the City will provide written notice to Service Provider of the requirement, if any, to provide payment and/or performance bonds relating to the Services, and (b) Service Provider shall provide any such bonds so required by the City in connection therewith.

B. The City's Responsibilities.

1. The City shall designate and fully authorize an appointed representative(s) to act on behalf of the City with respect to this Agreement. The representative's instructions, requests, and decisions on behalf of the City will be binding to all matters pertaining to this Agreement.

2. The City shall provide existing data, plans, reports, and other information known to, in possession of, or under control of the City which are relevant to the execution of the duties of Service Provider under this Agreement, and shall provide information regarding Project and task objectives, constraints, criteria, relationships, flexibility, system, site features, and other requirements that exist as of the Effective Date or which may develop during the performance of this Agreement, and shall assist Service Provider in obtaining needed information from the City's files.

3. The City shall furnish or cause to be furnished data prepared by others, or services of others, except those data and services which are not provided by Service Provider pursuant to **Exhibit A**.

SECTION IV. TERM

A. Duration. The term of this Agreement is for three (3) years with two (2) one year extensions will commence on the Effective Date and will expire upon completion of Service Provider's performance of the Services, unless sooner terminated as provided herein.

SECTION V. COMPENSATION AND PAYMENT

As compensation for Service Provider's performance of the Services, the City agrees to pay Service Provider at the rates and in the amounts set forth on **Exhibit A** and subject to the provisions of this **Section V**.

A. Invoices.

1. Submittal. Service Provider's invoices to the City for compensation for Services ("Invoices") shall be submitted on a monthly basis. Each Invoice shall reference this Agreement. The City shall have fifteen (15) calendar days from the City's receipt of an Invoice to report any concerns about the Invoice to Service Provider. Any concerns shall be promptly addressed by Service Provider to the reasonable satisfaction of the City, and Service Provider shall submit a revised Invoice after the City's concerns about the Invoice have been addressed.

2. Payment. Payment terms for any undisputed items are thirty (30) calendar days after the City's receipt of each accurate and properly submitted Invoice.

3. Required Detail. Each Invoice shall be submitted to the City with detail and supporting documentation sufficient to process the Invoice for payment and for a proper pre-audit and post-audit thereof.

4. Disputed Items. If any items in any Invoices are disputed by the City for any reason, including the lack of supporting documentation, the City shall promptly notify Service Provider of the dispute and request clarification and/or remedial action. After any dispute has been settled, Service Provider shall include the disputed item on a subsequent regularly scheduled Invoice or on a special Invoice for the disputed item only.

B. Audit of Records. Service Provider agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to Services performed under this Agreement and to make such materials available for the City's audit or inspection at the City's office during the Term and for five (5) years from the date of final payment.

SECTION VI. INSURANCE AND INDEMNIFICATION

A. Insurance Coverage.

1. General Insurance Requirements. At all times during the Term, Service Provider shall have and maintain in full force and effect at its sole cost and expense, at least the following types and amounts of insurance coverage:

(a) Commercial General Liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Service Provider under this Agreement;

(b) Workers Compensation with limits no less than the minimum amount required by applicable law;

(c) Commercial Automobile Liability with limits no less than \$2,000,000, combined single limit; and

(d) Errors and Omissions/Professional Liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

2. All insurance policies required pursuant to this **Section VI** (collectively, the "**Required Policies**") shall:

(a) be issued by insurance companies reasonably acceptable to the City;

(b) provide that such insurance companies give the City at least thirty (30) calendar days' prior written notice of cancellation or non-renewal of policy coverage; provided that, prior to such cancellation, Service Provider shall have new insurance policies in place that meet the requirements of this **Section VI**;

(c) waive any right of subrogation of the insurers against the City;

(d) provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of the City shall be excess and non-contributory; and

(e) name the City as additional insured.

3. This **Section VI** shall not be construed in any manner as waiving, restricting, or limiting the liability of either Party for any obligations imposed under this Agreement (including but not limited to, any provisions requiring a Party hereto to indemnify, defend, and hold the other Party harmless under this Agreement).

4. Service Provider shall include as **Exhibit B** to this Agreement copies of certificates of insurance evidencing the existence of the Required Policies and naming the City of High Point as an additional insured thereon (the "**Certificates of Insurance**").

B. Indemnification.

1. General Indemnification. Service Provider shall defend, indemnify, and hold harmless the City and its officers, directors, employees, agents, successors, and permitted assigns (each, an "**Indemnitee**") from and against all Losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any claims against providers (collectively, "**Losses**") arising out of or resulting from:

(a) any injury, death of any person, or damage to real or tangible, personal property resulting from the willful, fraudulent, or negligent acts or omissions of Service Provider or its Personnel; and

(b) Service Provider's breach of any representation, warranty, or obligation of Service Provider set forth in this Agreement.

2. Intellectual Property Indemnification. Service Provider shall defend, indemnify, and hold harmless the City and its officers, directors, employees, agents, successors, and permitted assigns from and against all Losses based on a claim that any of the Services (or related Deliverables) or the City's receipt or use thereof infringes any intellectual property right of a third party; provided, however, that Service Provider shall have no obligations under this **Section VI.B.2** with respect to claims to the extent arising out of: (a) any instruction, information, designs, specifications, or other materials provided by the City in writing to Service Provider; (b) use of

any Deliverables in combination with any materials or equipment not supplied to the City or specified by Service Provider in writing, if the infringement would have been avoided by the use of the Deliverables not so combined; or (c) any modifications or changes made to any Deliverables by or on behalf of any person other than Service Provider or its Personnel.

SECTION VII. TERMINATION

A. Termination for Breach. This Agreement may be terminated by either Party upon notice to the other Party in the event of the other Party's material breach of this Agreement; provided that no termination for material breach may be effected unless the breaching Party fails to cure such breach within ten (10) calendar days following its receipt of notice of such breach from the non-breaching Party.

B. Termination for Convenience. The City may terminate this Agreement at any time for its convenience upon notice to Service Provider. If this Agreement is terminated by the City pursuant to this **Section VII.B**, Service Provider shall be paid for the portion of Services satisfactorily performed through the effective time of such termination.

C. Post-Termination Obligations. Upon any termination effected pursuant to this **Section VII**, Service Provider shall (1) promptly discontinue the Services affected, and (2) deliver or otherwise make available to the City all documents, data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Service Provider in performing this Agreement, whether completed or in process.

D. City May Prosecute Services. Upon any termination effected pursuant to this **Section VII**, the City may take over the performance of the Services and prosecute the same to completion by agreement with a third party or otherwise.

E. Survival. The rights and obligations of the Parties set forth in this **Section VII.E** and **Section I.B**, **Section III.A**, **Section V**, **Section VI**, **Section VII.C**, **Section VII.D**, **Section VIII**, and **Section X**, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

SECTION VIII. SERVICE PROVIDER'S REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. E-Verify. Service Provider represents, warrants, and certifies to the City that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and covenants that at all times during the Term, it will continue to comply with these requirements. Service Provider also covenants that it will require that all of its subcontractors that provide any of the Services to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Service Provider's breach of its representations, warranties, and/or covenants in this **Section VIII.A** shall be deemed to be a material breach of this Agreement.

B. Compliance with Legal Requirements. Service Provider will comply with all applicable local, state, and federal laws, regulations, ordinances, and rules relating in any way to the provision of the Services, including, without limitation, all such laws, regulations, ordinances, and rules prohibiting discrimination on the grounds of race, color, religion, sex, age, disability, national origin, or other protected classes in the performance of Services under this Agreement.

C. Skill, Title, Non-Infringement, and Conformity with Specifications. In addition to the implied warranties of merchantability and fitness for a particular purpose, which are hereby incorporated by reference with respect to the Services, Service Provider further represents and warrants to the City that:

1. it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement;

2. the City will receive good and valid title to all Deliverables, free and clear of all encumbrances and liens of any kind;

3. none of the Services, Deliverables, and the City's use thereof infringe or will infringe any intellectual property right of any third party, and, as of the date hereof, there are no pending or, to Service Provider's knowledge, threatened claims, litigation, or other proceedings pending against Service Provider by any third party based on an alleged violation of such intellectual property rights;

4. the Services and Deliverables will be in conformity in all material respects with all requirements or specifications stated in this Agreement for a period of two (2) years from full completion of the Services.

D. Confidential Information. Service Provider agrees: (a) not to disclose or otherwise make available Confidential Information to any third party without the prior written consent of the City; provided, however, that Service Provider may disclose the Confidential Information to its Personnel and legal advisors who have a "need to know", who have been apprised of this restriction, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section; (b) to use the Confidential Information only for the purposes of performing its obligations under this Agreement; and (c) to immediately notify the City in the event it becomes aware of any loss or disclosure of any of the Confidential Information. If Service Provider becomes legally compelled to disclose any Confidential Information, Service Provider shall provide: (x) prompt written notice of such requirement so that the City may seek, at its sole cost and expense, a protective order or other remedy; and (y) reasonable assistance, at the City's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, Service Provider remains required by law to disclose any Confidential Information, Service Provider shall disclose no more than that portion of the Confidential Information which, on the advice of Service

Provider's legal counsel, Service Provider is legally required to disclose. As used herein, "**Confidential Information**" means any information that is treated as confidential by the City, including but not limited to all non-public information about the City's business affairs, products or services, intellectual property rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether or not marked, designated, or otherwise identified as "confidential." Confidential Information shall not include information that: (a) is already known to Service Provider without restriction on use or disclosure prior to receipt of such information from the City; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, Service Provider; (c) is developed by Service Provider independently of, and without reference to, any Confidential Information of the City; or (d) is received by Service Provider from a third party who is not under any obligation to the City to maintain the confidentiality of such information.

E. **No Debarment.** Service Provider represents and warrants to the City that Service Provider is not currently (a) under sanction, exclusion, or investigation (civil or criminal by a federal or state enforcement, regulatory, administrative, or licensing agency) or otherwise ineligible for federal or state program participation, or (b) listed on North Carolina or any other state or federal debarment databases (e.g., Office of Inspector General and System for Award Management).

SECTION IX. MEETINGS

A. **General.** Subject to any more specific provisions set forth on **Exhibit A**, Service Provider will make such reviews, attend such meetings, and make such contacts as are necessary to maintain the schedule for any City project to which the Services relate (the "**Project**") and for proper preparation of plans, documents, specifications, and special provisions.

B. **Status Updates.** Service Provider may be required to meet with representative(s) of the City to review the status of the Services and/or the Project. These meetings will not be required unless problems arise that cannot be resolved during the Parties' regular meetings. Such additional meetings, if needed, shall be held at the City's office or at the Project site as appropriate.

SECTION X. MISCELLANEOUS

A. **Entire Agreement; Conflicting Provisions.** This Agreement, together with all Exhibits and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In case of a conflict between the provisions of this Agreement and the provisions of any attachment or other document referenced by or incorporated into this Agreement, the provisions of this Agreement shall control and prevail. Any terms and conditions or similar provisions submitted by Service Provider on any Invoice or other form shall not become a part of this Agreement unless agreed upon in a writing executed by a duly authorized representative of the City. Without limiting the generality of the foregoing, the Parties acknowledge and agree that **Exhibit A** attached hereto may take the form of Service Provider's proposal for the Services, in

which case any verbiage set forth on **Exhibit A** that (a) conflicts with the provisions of this Agreement or its other Exhibits, or (b) adds any terms, conditions, qualifications, covenants, or agreements beyond the matters that this Agreement specifically contemplates to be addressed on **Exhibit A** (i.e., a description of Services, the compensation payable to Service Provider for the Services, the documentation and deliverables to be provided in connection with the Services, and the schedule for performance of the Services), shall be disregarded and of no force or effect.

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

C. Severability. 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.

D. No Waiver. Any failure by either Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms 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.

E. Counterparts. This Agreement may be signed in any number of counterparts, and all such counterparts together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as the delivery of an original signed copy of this Agreement.

F. Governing Law; Jurisdiction. This Agreement and performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of North Carolina without giving effect to its principles regarding conflicts of laws. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Services provided hereunder shall be instituted exclusively in the courts of North Carolina located in Guilford County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court. To the extent permitted by applicable law, if any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party hereto against the other Party arising out of or related to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party, in addition to any damages and costs otherwise awarded to the prevailing Party.

G. Equitable Relief. Each Party acknowledges that a breach by a Party of **Section III.A.8** or **Section VIII.D** may cause the non-breaching Party irreparable harm, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching Party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available

from any court, in addition to any other remedy to which the non-breaching Party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

H. Successors and Assigns; Assignment. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement. Neither Party may assign, sublet, subcontract, or transfer any interest in this Agreement without the prior written consent of the other Party.

I. Amendments and Waivers. This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each Party hereto. No waiver by either Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving.

J. Notices. All notices, requests, consent, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt) or (b) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses indicated below (or at such other address for a Party as shall be specified in a notice given in accordance with this **Section X.J**):

If to the City

The City of Raleigh
Purchasing Department
P.O. Box 130
Raleigh, NC 27261

If to Service Provider:

(See Service Provider's address for notices on the signature page hereof.)

K. Disclosure. Service Provider agrees that it shall make no statements, press releases, or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars, thereof, without first notifying the City and securing its consent in writing. Service Provider also agrees that it shall not publish, copyright, or patent any of the Deliverables or other work product furnished to the City pursuant to this Agreement, it being understood that all such Deliverables or other work product is the exclusive property of the City.

L. Interpretation. For purposes of this Agreement, (a) the words “include,” “includes,” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof, and (y) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

M. Continuation of Performance of the Services During Dispute. During the pendency of any dispute between the Parties arising out of or relating to this Agreement, provided that Service Provider’s continued performance of Services is requested by the City, it shall be the responsibility of Service Provider to continue to provide the Services in conformity with the Agreement. The City shall, subject to its right to suspend payments to cover damages allegedly caused by Service Provider’s breach or default under this Agreement, continue to pay Service Provider any undisputed amounts in accordance with this Agreement. For the avoidance of doubt, the provisions of this **Section X.M** shall not apply in the event of a termination of this Agreement pursuant to **Section VII**.

N. Representation of Authority. Any individual executing this Agreement on behalf of Service Provider hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by and necessary and appropriate action to execute this Agreement on behalf of Service Provider and does so with full legal authority.

[SIGNATURES BEGIN ON THE NEXT PAGE]

BID RECOMMENDATION

DEPARTMENT: **Transportation**

COUNCIL AGENDA DATE: **November 18, 2024**

BID NO.: **2008-102424** CONTRACT NO.: DATE OPENED: **9/24/2024**

DESCRIPTION:

This Contract is for the installation and/or replacement of Long Line paint and thermoplastic pavement markings (TPM) in the City of High Point.

PURPOSE:

The City Transportation Department does not have the equipment necessary to perform long line paint and thermoplastic pavement marking. This is necessary for the continued maintenance of striping on City Streets

COMMENTS:

This is for a three year contract with the option of two one-year extensions at \$64,226.00 per year. We budget \$74,900 per year for striping.

RECOMMEND AWARD TO: **Triad Road Maintenance Co Inc** AMOUNT: **\$192,678.00**

JUSTIFICATION:

Triad Road Maintenance Co Inc was the only company that submitted a bid through the informal bid process. They are our current contractor and have been under contract with us for several years.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
101612	527299			\$192,678.00
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: **Greg Venable** Digitally signed by Greg Venable Date: 2024.10.24 16:21:34 -04'00' DATE: **10/24/2024**

The Purchasing Division concurs with recommendation submitted by the Transportation Department and recommends award to the lowest responsible, responsive bidder **Triad Road Maintenance Co** in the amount of \$ **192,678.00**.

PURCHASING MANAGER: **Candy E. Harmon** Digitally signed by Candy E. Harmon Date: 2024.10.31 11:51:06 -04'00' DATE: **10/31/2024**

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR: **Bobby Fitzjohn** Digitally signed by Bobby Fitzjohn Date: 2024.10.31 12:09:49 -04'00' DATE: **10/31/24**

CITY MANAGER: DATE:
(For City Council Approval Only)



City of High Point

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

Master

File Number: 2024-409

File ID: 2024-409

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 10/14/2024

File Name:

Final Action:

Title: Consideration of Sale of City Owned Property - 1800 Wade Place; 707 Brentwood Street; and 917/919 Randolph Street
City Council is requested to adopt the resolutions accepting the three (3) offers and authorizing the sale of the following properties through the upset bid procedure of N.C.G.S. §160A-269.
(Recommended by Finance Committee)

Notes:

Sponsors:

Enactment Date:

Attachments: Sale of City Owned Properties

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	10/17/2024	removed				
1	Finance Committee	11/12/2024	Committee Recommended Approval	City Council	11/18/2024		Pass

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Sale of City Owned Property – 1800 Wade Place, 707 Brentwood Street, 917/919 Randolph Street	
FROM: City Attorney's Office	MEETING DATE: November 18, 2024
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Resolutions	

PURPOSE: For Council to authorize the sale of City owned properties in accordance with North Carolina General Statute ("N.C.G.S.") § 160A-269.

BACKGROUND: The City has received the following offers to purchase City owned properties:

Offeror	Property Address	Guilford County REID	Acreage	Current Use	Offer Amount
Jankiben Shah	1800 Wade Place	184150	.24 acre	Vacant lot	\$16,000.00
Jankiben Shah	707 Brentwood Street	184137	.23 acre	Vacant lot	\$15,100.00
Rashid Khan	917 919 Randolph Street	174126	.16 acre	Vacant lot	\$8,000.00

BUDGET IMPACT: N/A

RECOMMENDATION/ACTION REQUESTED: Council is requested to adopt the resolutions accepting the three (3) offers described above and authorizing the sale of the properties through the upset bid procedure of N.C.G.S. §160A-269.

**RESOLUTION OF THE HIGH POINT CITY COUNCIL
AUTHORIZING UPSET BID PROCESS FOR THE SALE OF REAL PROPERTY**

WHEREAS, the City of High Point (“City”) owns certain real property, more particularly described as 1800 Wade Place, Guilford County REID 175456, consisting of approximately 10,454 square feet or 0.24 acre in size (the “Property”);

WHEREAS, North Carolina General Statute § 160A-269 authorizes the City to sell real property by upset bid, after receipt of an offer for the property;

WHEREAS, Section 3-1-1 of the City Code of Ordinances authorizes the sale of real property to be made by the Financial Services Director or his designee as directed by the City Council, subject to the approval of the City Manager, and requires reports of all sales of real property to be made to the City Council;

WHEREAS, the Financial Services Director designated the Real Estate Coordinator as the person responsible for sale of City owned real property subject to direction from the City Council and approval by the City Manager;

WHEREAS, the City has received an offer to purchase the Property described above, in the amount of sixteen thousand dollars (\$16,000.00), submitted by Jankiben Shah; and

WHEREAS, Jankiben Shah has paid the required five percent (5%) deposit on the offer.

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

Section 1. The City Council authorizes sale of the Property described above through the upset bid procedure of North Carolina General Statute § 160A-269.

Section 2. The City Clerk or her designee shall cause a notice of the proposed sale to be published. The notice shall describe the Property and the amount of the offer, and shall state the terms under which the offer may be upset.

Section 3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer, using the form provided by the City, to City Clerk’s Office within 10 (ten) days after the notice of sale is published. At the conclusion of the 10-day period, the City’s Real Estate Coordinator shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

Section 4. If a qualifying higher bid is received, the City Clerk or her designee shall cause a new notice of upset bid to be published and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the City Council.

Section 5. A qualifying higher bid is one that: (i) is submitted by an individual or entity that is current on payment of all property taxes owed to the City and County, (ii) raises the existing

offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer, and (iii) is not conditioned on anything occurring prior to the purchase of the Property.

Section 6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in the form of a cashier's check or money order made payable to the City of High Point. The City will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The City will return the deposit of the final high bidder at closing.

Section 7. The City Council must approve the final high offer before the sale is closed, which it will do within thirty (30) days after the final upset bid period has passed, and the buyer must pay with cash at the time of closing, and will be responsible for all advertising costs incurred by the City during the upset bid process, which will be added to the purchase price at closing on the Property.

Section 8. The City reserves the right to withdraw the Property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

Section 9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate City officials are authorized to execute the instruments necessary to convey the Property to Jankiben Shah.

Section 10. This resolution is effective upon adoption.

Adopted by City Council this 18th day of November, 2024.

CITY OF HIGH POINT

By: _____
Cyril Jefferson, Mayor

Attest: _____
Sandra Keeney, City Clerk

**RESOLUTION OF THE HIGH POINT CITY COUNCIL
AUTHORIZING UPSET BID PROCESS FOR THE SALE OF REAL PROPERTY**

WHEREAS, the City of High Point (“City”) owns certain real property, more particularly described as 707 Brentwood Street, Guilford County REID 184137, consisting of approximately 10,018 square feet or 0.23 acre in size (the “Property”);

WHEREAS, North Carolina General Statute § 160A-269 authorizes the City to sell real property by upset bid, after receipt of an offer for the property;

WHEREAS, Section 3-1-1 of the City Code of Ordinances authorizes the sale of real property to be made by the Financial Services Director or his designee as directed by the City Council, subject to the approval of the City Manager, and requires reports of all sales of real property to be made to the City Council;

WHEREAS, the Financial Services Director designated the Real Estate Coordinator as the person responsible for sale of City owned real property subject to direction from the City Council and approval by the City Manager;

WHEREAS, the City has received an offer to purchase the Property described above, in the amount of fifteen thousand one hundred dollars (\$15,100.00), submitted by Jankiben Shah; and

WHEREAS, Jankiben Shah has paid the required five percent (5%) deposit on the offer.

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

Section 1. The City Council authorizes sale of the Property described above through the upset bid procedure of North Carolina General Statute § 160A-269.

Section 2. The City Clerk or her designee shall cause a notice of the proposed sale to be published. The notice shall describe the Property and the amount of the offer, and shall state the terms under which the offer may be upset.

Section 3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer, using the form provided by the City, to City Clerk’s Office within 10 (ten) days after the notice of sale is published. At the conclusion of the 10-day period, the City’s Real Estate Coordinator shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

Section 4. If a qualifying higher bid is received, the City Clerk or her designee shall cause a new notice of upset bid to be published and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the City Council.

Section 5. A qualifying higher bid is one that: (i) is submitted by an individual or entity that is current on payment of all property taxes owed to the City and County, (ii) raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer, and (iii) is not conditioned on anything occurring prior to the purchase of the Property.

Section 6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in the form of a cashier's check or money order made payable to the City of High Point. The City will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The City will return the deposit of the final high bidder at closing.

Section 7. The City Council must approve the final high offer before the sale is closed, which it will do within thirty (30) days after the final upset bid period has passed, and the buyer must pay with cash at the time of closing, and will be responsible for all advertising costs incurred by the City during the upset bid process, which will be added to the purchase price at closing on the Property.

Section 8. The City reserves the right to withdraw the Property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

Section 9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate City officials are authorized to execute the instruments necessary to convey the Property to Jankiben Shah.

Section 10. This resolution is effective upon adoption.

Adopted by City Council this 18th day of November, 2024.

CITY OF HIGH POINT

By: _____
Cyril Jefferson, Mayor

Attest: _____
Sandra Keeney, City Clerk

**RESOLUTION OF THE HIGH POINT CITY COUNCIL
AUTHORIZING UPSET BID PROCESS FOR THE SALE OF REAL PROPERTY**

WHEREAS, the City of High Point (“City”) owns certain real property, more particularly described as 917 919 Randolph Street, Guilford County REID 174126, consisting of approximately 6,969 square feet or 0.16 acre in size (the “Property”);

WHEREAS, North Carolina General Statute § 160A-269 authorizes the City to sell real property by upset bid, after receipt of an offer for the property;

WHEREAS, Section 3-1-1 of the City Code of Ordinances authorizes the sale of real property to be made by the Financial Services Director or his designee as directed by the City Council, subject to the approval of the City Manager, and requires reports of all sales of real property to be made to the City Council;

WHEREAS, the Financial Services Director designated the Real Estate Coordinator as the person responsible for sale of City owned real property subject to direction from the City Council and approval by the City Manager;

WHEREAS, the City has received an offer to purchase the Property described above, in the amount of eight thousand dollars (\$8,000.00), submitted by Rashid Khan; and

WHEREAS, Rashid Khan has paid the required five percent (5%) deposit on the offer.

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

Section 1. The City Council authorizes sale of the Property described above through the upset bid procedure of North Carolina General Statute § 160A-269.

Section 2. The City Clerk or her designee shall cause a notice of the proposed sale to be published. The notice shall describe the Property and the amount of the offer, and shall state the terms under which the offer may be upset.

Section 3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer, using the form provided by the City, to City Clerk’s Office within 10 (ten) days after the notice of sale is published. At the conclusion of the 10-day period, the City’s Real Estate Coordinator shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

Section 4. If a qualifying higher bid is received, the City Clerk or her designee shall cause a new notice of upset bid to be published and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the City Council.

Section 5. A qualifying higher bid is one that: (i) is submitted by an individual or entity that is current on payment of all property taxes owed to the City and County, (ii) raises the existing

offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer, and (iii) is not conditioned on anything occurring prior to the purchase of the Property.

Section 6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in the form of a cashier's check or money order made payable to the City of High Point. The City will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The City will return the deposit of the final high bidder at closing.

Section 7. The City Council must approve the final high offer before the sale is closed, which it will do within thirty (30) days after the final upset bid period has passed, and the buyer must pay with cash at the time of closing, and will be responsible for all advertising costs incurred by the City during the upset bid process, which will be added to the purchase price at closing on the Property.

Section 8. The City reserves the right to withdraw the Property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

Section 9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate City officials are authorized to execute the instruments necessary to convey the Property to Rashid Khan.

Section 10. This resolution is effective upon adoption.

Adopted by City Council this 18th day of November, 2024.

CITY OF HIGH POINT

By: _____
Cyril Jefferson, Mayor

Attest: _____
Sandra Keeney, City Clerk



City of High Point

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

Master

File Number: 2024-432

File ID: 2024-432

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 11/05/2024

File Name:

Final Action:

Title: Consideration of Approval of Minutes

City Council is requested to approve the following minutes:

Finance Committee Minutes - October 31, 2024, at 4:00 p.m.

Special Meeting of the High Point City Council Minutes - November 4, 2024, at 4:00 p.m.

Regular Meeting of the High Point City Council Minutes - November 4, 2024, at 5:30 p.m.

Prosperity, Livability & Safety Committee Minutes - November 7, 2024, at 9:00 a.m.

Finance Committee Minutes - November 12, 2024, at 4:00 p.m.

Notes:

Sponsors:

Enactment Date:

Attachments: Agenda Memo - Meeting Minutes, Finance Committee Meeting Minutes - October 31, 2024, Special Meeting Minutes - November 4, 2024, Regular Meeting Minutes - November 4, 2024, Prosperity Livability Safety Committee Minutes - November 7, 2024, Finance Committee Meeting Minutes - November 12, 2024

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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CITY OF HIGH POINT

AGENDA ITEM



TITLE: Approval of Minutes	
FROM: City Clerk's Office	MEETING DATE: November 18, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Yes	

PURPOSE: Minutes to be Approved.

BACKGROUND: N/A

BUDGET IMPACT: N/A

RECOMMENDATION/ACTION REQUESTED: City Council is requested to approve the following minutes:

Finance Committee Minutes – October 31, 2024 @ 4:00 p.m.

Special Meeting of the High Point City Council Minutes – November 4, 2024 @ 4:00 p.m.

Regular Meeting of the High Point City Council Minutes – November 4, 2024 @ 5:30 p.m.

Prosperity, Livability & Safety Committee Minutes – November 7, 2024 @ 9:00 a.m.

Finance Committee Minutes – November 12, 2024 @ 4:00 p.m.

FINANCE COMMITTEE
Chaired by Council Member Moore
Committee Members: Moore, Peters, Holmes, and Andrew
October 31, 2024 – 4:00 P.M.
Council Chambers – Municipal Building
211 S. Hamilton Street

FINANCE COMMITTEE - Britt W. Moore, Chair

CALL TO ORDER

Chairman Moore called the Finance Committee Meeting to order at 4:00 p.m.

Present: Chair Britt Moore, Council Member Tim Andrew, and Council Member Monica Peters

Absent: Council Member Michael Holmes

PRESENTATION OF ITEMS

2024-416 Consideration of a Contract with Cues, Inc.

City Council is requested to consider a contract with Cues, Inc. in the amount of \$236,972 for a new CCTV camera system for the Stormwater Services Division and authorize the appropriate City Official(s) to execute all necessary documents.

Melinda King, Assistant Public Service Director, stated this agenda item is for the replacement of the existing CCTV camera that is used in the Stormwater Division. She explained the camera is used to look through the pipes to determine if there are any issues that need to be addressed noting the existing camera has reached its end of life and extensive repairs have been needed which resulted in down time. She stated this purchase would be made through the NC Sheriffs' Association Contract Award and noted the vendor Cues, Inc. is that the vendor Water and Sewer Departments utilize so there would be consistency between departments.

In response to Council Member Moore, Ms. King stated there is a CCTV camera for the Stormwater Division as well as the Water and Sewer Departments.

A motion was made by Chairman Moore, Seconded by Committee Member Andrew, to approve agenda item 2024-416.

Motion carried with the following vote:

Aye: Chair Moore, Council Member Andrew, and Council Member Peters

Absent: Council Member Holmes

2024-415 Consideration of a Contract with Jimmy R. Lynch and Sons, Inc.

City Council is requested to consider a contract with Jimmy R. Lynch and Sons, Inc. in the amount of \$536,000 for the replacement of four (4) primary clarifier bridges at the

Eastside Wastewater Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents.

Robby Stone, Public Services Director, stated this item is to replace four primary clarifier bridges at the Eastside Wastewater Treatment Plant (WWTP) because the four existing clarifiers are deteriorated and in need of replacement.

In response to Committee Member Andrew, Mr. Stone stated one potential reason for the price difference regarding the bids is that Jimmy R. Lynch & Sons is currently working on another project on the site and mobilization cost would be much less.

A motion was made by Chairman Moore, seconded by Committee Member Andrew, to approve agenda item 2024-415.

Motion carried with the following vote.

Aye: Chair Moore, Council Member Andrew, and Council Member Peters

Absent: Council Member Holmes

2024-424 Consideration of a Task Order with Jordan Innovative Fabrication

City Council is requested to consider a Task Order with Jordan Innovative Fabrication in the amount of \$265,500 to rebuild final clarifiers at the Eastside Wastewater Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents.

Robby Stone, Public Service Director, stated this agenda item is for Jordan Innovative to rebuild final clarifiers 1 and 2 at the Eastside Wastewater Treatment Plant. These clarifiers are in need of replacement a drive assembly and other miscellaneous parts.

In response to Committee Member Andrew, Mr. Stone stated costs have escalated since last year's repair of clarifier three, but the hope is to purchase these replacements every other year in the future.

A motion was made by Chairman Moore, seconded by Committee Member Peters, to approve agenda item 2024-424.

Motion carried with the following vote:

Aye: Chair Moore, Council Member Andrew, and Council Member Peters

Absent: Council Member Holmes

2024-418 Consideration of a Sole Source Purchase from Kennedy Valve, Inc.

City Council is requested to consider a sole source purchase from Kennedy Valve, Inc. in the amount of \$109,033.46 for 25 iHydrants for the water distribution system and authorize the appropriate City Official(s) to execute all necessary documents.

Robby Stone, Public Service Department Director, stated this item is to purchase 25 iHydrants that will be installed through the water distribution system. He stated these iHydrants are manufactured and sold by the iHydrant group and it is being recommended as a sole source item. He explained there are 25 locations within the water distribution system for the installation which will help track pressure and temperature changes that will alert and help better identify the location of issues.

In response to Chairman Moore, Mr. Stone stated iHydrant is the sole provider and they have partnered with several distributors but they are the only manufacturers of the iHydrants.

In response to Committee Member Andrew, Mr. Stone stated that these iHydrants have a direct feed to the system and have remote monitoring and so there would not be a cyber security threat.

A motion was made by Chairman Moore, seconded by Committee Member Andrew, to approve agenda item 2024-418.

Motion carried with the following vote:

Aye: Chair Moore, Council Member Andrew, and Council Member Peters

Absent: Council Member Holmes

2024-419 Consideration of a Purchase from Atlantic Emergency Solutions

City Council is requested to consider a purchase from Atlantic Emergency Solutions using the Houston-Galveston Area Council (HGAC) cooperative contract in the amount of \$1,100,000 for a 2025 Pierce Enforcer fire apparatus and authorize the appropriate City Official(s) to execute all necessary documents.

Brian Evans, Fire Chief, stated this item is for a purchase of a 2025 Pierce Enforcer fire apparatus to replace a 2009 Pierce Arrow XT fire apparatus due to age, hours, and mileage. He said in accordance with National Fire Protection Association 1901, Standard Automotive Fire Apparatus, the City of High Point adopted a 15-year Fleet Replacement Plan for fire apparatus and this item is in compliance with that plan. He stated the current fire apparatus will be transferred to reserve status.

A motion was made by Chairman Moore, seconded by Committee Member Andrew, to approve agenda item 2024-419.

Motion carried with the following vote:

Aye: Chair Moore, Council Member Andrew, and Council Member Peters

Absent: Council Member Holmes

ADJOURNMENT

Chairman Moore congratulated Brian Evans, Fire Chief, for being appointed as the official Fire Chief for the City of High Point and wished Mayor Pro Tempore Holmes a very Happy Birthday as well as his daughter.

There being no further business to come before the Finance Committee, the meeting adjourned at 4:09 p.m.

Respectfully Submitted,

Britt Moore, Chair Finance Committee

Attest:

Sandra Keeney, City Clerk

**HIGH POINT CITY COUNCIL
SPECIAL MEETING
November 4, 2024 – 4:00 P.M.
3rd Floor Conference Room – Municipal Building**

CALL TO ORDER, ROLL CALL

Mayor Jefferson called the Special Meeting to order at 4:00 p.m. and stated that a quorum of City Council was present. He noted that Council Member Holmes would be attending virtually.

Present: Mayor Cyril Jefferson, Council Member Michael Holmes, Council Member Britt Moore, Council Member Amanda Cook, Council Member Vickie McKiver, Council Member Tyrone Johnson (arrived at 4:01 p.m.), Council Member Monica Peters, Council Member Patrick Harman, and Council Member Tim Andrew

ADOPTION OF AGENDA

A motion was made by Mayor Pro Tempore Holmes, seconded by Council Member Cook, to adopt the agenda as presented.

Aye: Mayor Jefferson, Council Member Moore, Council Member Cook, Council Member McKiver, Council Member Johnson, Council Member Peters, Council Member Harman, and Council Member Andrew

Absent: Council Member Holmes

PRESENTATION OF ITEMS

2024-426 Closed Session-Attorney-Client Privilege

Council is requested to go into Closed Session pursuant to N.C.G.S. §143-318.11(a)(3) for Attorney-Client privilege.

Council Member Moore made a motion, seconded by Council Member Peters, to go into Closed Session pursuant to N.C.G.S. §143-318.11(a)(3) for Attorney-Client privilege.

Motion carried with the following vote:

Aye: Mayor Jefferson, Council Member Moore, Council Member Cook, Council Member McKiver, Council Member Johnson, Council Member Peters, Council Member Harman, and Council Member Andrew

Absent: Council Member Holmes

Closed Session began at 4:01 p.m.

Council Member Harman made a motion, seconded by Council Member Peters, to end Closed Session and resume Regular Session.

Motion carried with the following vote:

Aye: Mayor Jefferson, Council Member Moore, Council Member Cook, Council Member McKiver, Council Member Johnson, Council Member Peters, Council Member Harman, and Council Member Andrew

Absent: Council Member Holmes

Closed Session ended at 5:16 p.m

ADJOURNMENT

There being no further business to come before the Special Meeting, the meeting adjourned at 5:16 p.m.

Respectfully Submitted,

Cyril Jefferson, Mayor

Attest:

Alison Glynn, Deputy City Clerk

**HIGH POINT CITY COUNCIL
REGULAR MEETING
November 4, 2024 – 5:30 P.M.
COUNCIL CHAMBERS – MUNICIPAL BUILDING
211 South Hamilton Street**

ROLL CALL, MOMENT OF SILENCE, AND PLEDGE OF ALLEGIANCE

Mayor Jefferson called the meeting to order at 5:30 p.m. and called for a moment of silence and the Pledge of Allegiance followed.

Present: Mayor Cyril Jefferson, At-Large Council Member Britt Moore, At-Large Council Member Amanda Cook, Council Member Vickie McKiver, Ward 1; Council Member Tyrone Johnson, Ward 2; Council Member Monica Peters, Ward 3; Council Member Patrick Harman, Ward 4 and Council Member Tim Andrew, Ward 5

Absent: Mayor Pro Tem Michael Holmes, Ward 6

ADOPTION OF AGENDA

A motion was made by Council Member Moore, seconded by Council Member Andrew, to adopt the agenda as presented.

Motion carried with the following vote:

Aye: Mayor Jefferson, At-Large Council Member Moore, At-Large Council Member Cook, Council Member McKiver, Council Member Johnson, Council Member Peters, Council Member Harman, and Council Member Andrew

Absent: Mayor Pro Tem Holmes

RECOGNITIONS AND PRESENTATIONS

2024-423 Proclamation-City of High Point - National Homeless Awareness Month

Mayor Jefferson will read a proclamation declaring November 2024 National Homeless Awareness Month and National Homeless Youth Awareness Month.

Mayor Jefferson read the Proclamation and asked those present to accept the proclamation to come forward for photos.

Ms. Lewis and Ms. Stratford thanked the Mayor and City Council, Community Leaders, service providers and volunteers for their support.

2024-420 Proclamation-City of High Point - Operation Green Light

Mayor Jefferson will read a proclamation in support of military veterans and their families.

Mayor Jefferson read the proclamation and asked that all Veterans come to the front for photos.

2024-422 Proclamation-City of High Point - High Point University - 100 Year Anniversary

Mayor Jefferson will read a proclamation in celebration of High Point University's 100 Year Anniversary.

Mayor Jefferson read the proclamation and asked that those present to accept the proclamation to come forward for a photo.

PUBLIC COMMENT PERIOD

2024-390 Public Comment Period

A Public Comment Period will be held on the first Monday of the regular City Council meeting schedule at 5:30 p.m. or as soon thereafter as reasonably possible following recognitions, awards, and presentations. Our policy states persons may speak on any item not on the agenda.

* Persons who have signed the register to speak shall be taken in the order in which they are listed. Others who wish to speak and have not signed in will be taken after those who have registered.

* Persons addressing City Council are asked to limit their comments to 3 minutes.

* Citizens will be asked to come to the podium, state their name and address and the subject(s) on which they will comment.

* If a large number of people are present to register concerns about the same subject, it is suggested that they might be acknowledged as a unified group while a designated speaker covers the various points. This helps to avoid repetition while giving an opportunity for people present with the same concerns to be recognized.

Thanks to everyone in the audience for respecting the meeting by refraining from speaking from the audience, applauding speakers, or other actions that distract the meeting.

Ken Orms, 3525 Sainsbury Lane - spoke to concerns regarding a neighborhood trail.

Chris Tomesiz, 1202 Lancaster Pl. - spoke to speeding and the lack of speed limit signs in his neighborhood.

Karina Caudle, 2215 Plainview Lane, - spoke to concerns regarding the City not having a cat leash law.

Louis Thibodeaux, 1242 Kinsington Dr. spoke to speeding concerns in his neighborhood.

Michelle Shahedian, 2427 Addison Blv. - reminded everyone of the election tomorrow and offered a prayer for America.

CONSENT AGENDA ITEMS

A motion was made by Council Member Moore, seconded by Council Member Andrew, to approve the Consent Agenda as presented.

Motion carried with the following vote:

Aye: Mayor Jefferson, At-Large Council Member Moore, At-Large Council Member Cook, Council Member McKiver, Council Member Johnson, Council Member Peters, Council Member Harman, and Council Member Andrew

Absent: Mayor Pro Tem Holmes

2024-416 Consideration of a Contract with Cues, Inc.

City Council is requested to consider a contract with Cues, Inc. in the amount of \$236,972 for a new CCTV camera system for the Stormwater Services Division and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)

Approved by the consent vote.

2024-415 Consideration of a Contract with Jimmy R. Lynch and Sons, Inc.

City Council is requested to consider a contract with Jimmy R. Lynch and Sons, Inc. in the amount of \$536,000 for the replacement of four (4) primary clarifier bridges at the Eastside Wastewater Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)

Approved by the consent vote.

2024-424 Consideration of a Task Order with Jordan Innovative Fabrication

City Council is requested to consider a Task Order with Jordan Innovative Fabrication in the amount of \$265,500 to rebuild final clarifiers at the Eastside Wastewater Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)

Approved by the consent vote.

2024-418 Consideration of a Sole Source Purchase from Kennedy Valve, Inc.

City Council is requested to consider a sole source purchase from Kennedy Valve, Inc. in the amount of \$109,033.46 for 25 iHydrants for the water distribution system and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)

Approved by the consent vote.

2024-419 Consideration of a Purchase from Atlantic Emergency Solutions

City Council is requested to consider a purchase from Atlantic Emergency Solutions using the Houston-Galveston Area Council (HGAC) cooperative contract in the amount of \$1,100,000 for a 2025 Pierce Enforcer fire apparatus and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)

Approved by the consent vote.

2024-421 Consideration of Approval of Minutes

City Council is requested to approve the following minutes:

Regular Meeting of the High Point City Council Minutes - October 7, 2024, at 5:30 p.m.

Finance Committee Minutes - October 17, 2024, at 4:00 p.m.

Special Meeting of the High Point City Council Minutes - October 21, 2024, at 4:00 p.m.

Regular Meeting of the High Point City Council Minutes - October 21, 2024, at 5:30 p.m.

Approved by the consent vote.

GENERAL BUSINESS AGENDA**2024-425 Consideration of Reappointments to the City of High Point Human Relations Commission**

City Council is requested to confirm the reappointments of Dr. Telisha Roberts, Sharon McGregor, and Royland "Rodd" Smith to the Human Relations Commission; terms effective immediately and expiring on November 1, 2026.

A motion was made by Council Member Moore, seconded by Council Member Johnson, to approve agenda item 2024-425.

Motion carried with the following vote:

Aye: Mayor Jefferson, At-Large Council Member Moore, At-Large Council Member Cook, Council Member McKiver, Council Member Johnson, Council Member Peters, Council Member Harman, and Council Member Andrew

Absent: Mayor Pro Tem Holmes

ADJOURNMENT

There being no further business to come before the City Council, the meeting adjourned at 6:08 p.m.

Respectfully Submitted,

Cyril Jefferson, Mayor

Attest:

Sandra Keeney, City Clerk

PROSPERITY, LIVABILITY, & SAFETY COMMITTEE

Chaired by Council Member Monica Peters

Committee Members: Council Member Monica Peters, Council Member Patrick Harman, Council Member Tyrone Johnson, and Council Member Vickie McKiver

November 7, 2024 – 9:00 A.M.

Council Chambers – Municipal Building

CALL TO ORDER

Chair Peters called the Prosperity, Livability, & Safety Committee to order at 9:00 a.m. and stated that all members were present.

Present: Chair Monica Peters, Committee Member Patrick Harman, Committee Member Tyrone Johnson (arrived at 4:02), and Committee Member Vickie McKiver

Prosperity and Livability Committee - Council Member Monica Peters, Chair

PRESENTATION OF ITEMS

2024-404 Sidewalk Presentation

Staff will provide an update on sidewalk requirements, planning, and funding.

Greg Venable, Transportation Director, presented the item and said the focus would be on the Sidewalk Ordinance, as well as sidewalk planning, funding, and current sidewalk projects.

He spoke on the Sidewalk Ordinance and mentioned that it was adopted in June of 2003 and was the same ordinance being used now with a few minor updates. He spoke on the current purpose of the ordinance to ensure greater pedestrian safety and ease of access. He indicated that the intent of the ordinance is to establish locations, promote walking, meet daily needs, allow access, clarify timing and provide fee in-lieu for sidewalk construction.

He talked about the requirements for sidewalks when new development occurs, including subdivisions, new buildings or uses, and most expansions. He indicated the ordinance outlined specific criteria for exemptions for residential areas, subdivisions and group developments, and industrial areas.

He explained the payment-in-lieu of the required improvements process and the specific criteria needed for the Transportation Director to approve the arrangement. He spoke on a development on Johnson Street where fee-in-lieu was paid due to the upcoming Johnson Street Sandy Ridge Road widening project.

He gave an overview of the recent history of sidewalk planning and explained that staff began compiling a sidewalk priority list in the late 90's and that 130 projects were identified. He said there were certain criteria put in place to rank the projects, including pedestrian generators, worn path, constructability, posted speed limit and pedestrian crash history. He talked about the first City of High Point Pedestrian Plan created in 2017 that included updated criteria and shared the priority list and cost estimates. He

explained that it would cost \$25,227,840 to complete all the projects on the current list. He noted that an updated plan was expected in 2026.

He provided an overview of sidewalk funding including funding by private developers, NCDOT projects, Congestion Mitigation Air Quality (CMAQ) or Carbon Reduction Program (CRP) Funds, and City-funded projects. He spoke on some of the current sidewalk projects and the different funding sources. He spoke on the cost of sidewalks and indicated the City of High Point's costs for sidewalks through NCDOT projects were about \$2.6 million and about \$3.3 million for High Point projects, including Roadway and 2/3 Bonds. He said the approximate amount spent on sidewalk projects by the City over the past 20 years was \$5,930,000. He shared sidewalk maps comparing the number of sidewalks in 2008 to 2024.

In response to Council Member Harman, Mr. Venable said he would provide information later regarding the percentage of private development funded sidewalks versus City-implemented.

In response to Council Member Harman's question about the implementation of bonds for sidewalks and other related infrastructure, Damon Dequenne, Assistant City Manager, said it would be at the discretion of the City Council if they wanted to move forward with something like that.

In response to Chair Peters, Mr. Dequenne said there could be further discussions within the P, L&S Committee regarding sidewalks, but any funding decisions would need to be presented to the Finance Committee.

In response to Chair Peters, Mr. Venable explained the exemption approval process and said that most of the exemptions have come from the industrial areas.

Chair Peters noted that Committee Member Johnson had arrived earlier in the meeting.

2024-430

High Point Police Department Alternative Response Model and Civilian Traffic Investigators Update

Staff will provide an update on the implementation plan for the Alternative Response Model and Civilian Traffic Investigators.

Curtis Cheeks, Chief of Police, presented the item. He spoke on the great job done by the recruiters over the past 4 or 5 years but indicated that staffing has still been a challenge. He emphasized one of his main goals was to ensure that HPPD remained a full-service agency without compromising the services provided and noted that this update would outline reimagined plans to meet the needs of the community.

He pointed out that HPPD had answered 940 Mental Health calls for service, coming out to about to about 150 per month. He explained that HPPD began exploring options for mental health responses, including the Co-responder model and the Alternate Response Model. He noted the Co-responder model involves sending a police officer and a mental

health professional to calls that may involve a mental health crisis. He said that due to understaffing and other issues, this method was not the best. He explained that the officer could be removed from the situation to respond to other calls, unless there was a safety issue requiring police response.

He explained the Alternate Response Model and said staff would be able to triage the mental health calls to determine whether an officer is needed and dispatch appropriate behavioral health specialists or social workers to deal with the situation. He pointed out that this model would not only address mental health and substance abuse issues but would also help connect people with services outside of the crisis.

He spoke on the advantages to the Alternate Response Model, including improved outcomes, building trust, freeing up sworn police officers, connecting people to services, and addressing needs that officers aren't trained for.

Chief Cheeks introduced Major Rachel Juren, the Commander of the Community Division. She gave an overview of the communication process that would be involved in mental health calls and spoke on efforts to increase awareness of the 988 service to help divert calls away from law enforcement.

She provided an overview of the Alt-Response Logic Model and mentioned she had completed a course through the Council of State Government's Justice Center on how to implement this type of Alternate Response Model.

Chief Cheeks said they have met with the Fire and Library Departments to ensure they have a comprehensive City approach to implement a more holistic approach in dealing with mental health issues.

He spoke about some staffing changes that have been put in place and went over some of the recently added and future positions to help maximize efficiency.

Chief Cheeks spoke on the implementations of the Civilian Traffic Investigators Program and talked about the statutes regarding training of the investigators and spoke on the additional training specific to High Point. He explained the requirement that the vehicles and uniforms must be different to distinguish the traffic investigators from sworn police officers. He said the Civilian Traffic Investigators would only handle property damage incidents and that sworn officers would be dispatched for personal injury or intoxicated driver incidents.

He spoke on some surrounding jurisdictions that have implemented similar programs and the great outcomes they have seen with the program.

In response to Council Member McKiver, Chief Cheeks said the Alternative Response Model would provide consistency of service in mental health situations and help to connect those people with mental health services in the area.

In response to Council Member Harman, Chief Cheeks said they had created the job descriptions and are working with the Human Resources Department to get the Lead Clinician position and other newly created positions posted. Council Member Harman said he was pleased that the Alternative Response Model was being implemented and suggested promoting the program through social media.

In response to Council Member Johnson, Chief Cheeks said the funding aspect had been figured out and that they were in the implementation stage now.

In response to Chair Peters, Chief Cheeks said they had not begun outreach and promotion for the Alternative Response Model but said when they are ready to roll out the program, that the Police Marketing team would work with the City team to get the word out about the program.

In response to Chair Peters, Chief Cheeks said the Civilian Traffic Investigators would not handle traffic enforcement but free up more officers to deal with speeding issues and other traffic enforcement issues.

ADJOURNMENT

There being no further business to come before the Prosperity, Livability, and Safety Committee, the meeting adjourned at 9:42 a.m.

Respectfully Submitted,

Monica Peters, Chair

Attest:

Alison Glynn, Deputy City Clerk

FINANCE COMMITTEE
Chaired by Council Member Moore
Committee Members: Moore, Peters, Holmes, and Andrew
November 12, 2024 – 4:00 P.M.
Council Chambers – Municipal Building
211 S. Hamilton Street

CALL TO ORDER

Mayor Pro Tempore Holmes called the Finance Committee Meeting to order at 4:00 p.m. and stated all members were present except for Council Member Moore.

Present: Mayor Pro Tempore Michael Holmes, Council Member Tim Andrew, and Council Member Monica Peters

Absent: Council Member Britt Moore

PRESENTATION OF ITEMS

2024-427 Consideration of a Purchase from WESCO, Inc.

City Council is requested to consider a purchase from WESCO, Inc. in the amount of \$161,824 for materials to be used on the Oak Hollow Raw Water Generator Installation and authorize the appropriate City Official(s) to execute all necessary documents.

Tyler Berrier, Utilities Director, provided the staff report for this item and stated the Public Services Department is installing generators at the Oak Hollow Raw Water Pump Station to redo some water retention and dam work. For that project two pad mounted transformers need to be procured utilizing a Sourcewell contract.

In response to Mayor Pro Tempore Holmes, Mr. Berrier stated this type of material is not something that the City keeps in stock.

A motion was made by Mayor Pro Tempore Holmes, seconded by Council Member Andrew, to approve agenda item 2024-427.

Motion carried with the following vote:

Aye: Mayor Pro Tempore Holmes, Council Member Andrew, and Council Member Peters

Absent: Council Member Moore

2024-428 Consideration of a Sole Source Contract with North State Resurfacing

City Council is requested to consider a sole source contract with North State Resurfacing in the amount of \$35,941 for outdoor court repair at Oak Hollow Tennis Center and authorize the appropriate City Official(s) to execute all necessary documents.

Lee Tillery, Parks & Recreation Director, stated maintenance issues regarding expansion and cracking of the Oak Hollow Tennis Center causes the need to employ a method that addresses existing cracks by applying acrylic binders that create mechanical

reinforcement to prevent future cracks from forming. He noted that North State Resurfacing is being recommended as the sole source vendor.

A motion was made by Mayor Pro Tempore Holmes, seconded by Council Member Peters, to approve agenda item 2024-428.

Motion carried with the following vote:

Aye: Mayor Pro Tempore Holmes, Council Member Andrew, and Council Member Peters

Absent: Council Member Moore

2024-429 Consideration of a Contract with Triad Road Maintenance Company, Inc.

City Council is requested to consider a contract with Triad Road Maintenance Company, Inc. in the amount of \$64,226 per year for a three-year total of \$192,678 for long line stripping and thermoplastic pavement marking on city-maintained streets and authorize the appropriate City Official(s) to execute all necessary documents.

Greg Venable, Transportation Director, stated this item is regarding performing long line striping and themoplastic pavement marking on High Point maintained city streets. He noted that Triad Road Maintenance Company, Inc. was the only contractor to submit a bid during the informal bid process and the contract would be for three years with two one-year extensions.

A discussion took place about price per linear feet and the location of the striping. Mr. Venable stated he would provide a list of streets noting staff will do small projects for City maintained streets.

A motion was made by Mayor Pro Tempore Holmes, seconded by Council Member Andrew, to approve agenda item 2024-429.

Motion carried with the following vote:

Aye: Mayor Pro Tempore Holmes, Council Member Andrew, and Council Member Peters

Absent: Council Member Moore

2024-409 Consideration of Sale of City Owned Property - 1800 Wade Place; 707 Brentwood Street; and 917/919 Randolph Street

City Council is requested to adopt the resolutions accepting the three (3) offers and authorizing the sale of the following properties through the upset bid procedure of N.C.G.S. §160A-269.

Meghan Maguire, City Attorney, introduced Mike Brooks, Real Estate Coordinator.

Mr. Brooks provided the staff report for this item and stated the city has received purchase offers for 1800 Wade Place, 707 Brentwood Street and 917 919 Randoph Street. He noted that the offer prices were at or above tax value.

A discussion ensued regarding how the public can obtain information regarding city owned property, why some properties may not be suitable for purchase, and the upset bid process.

A motion was made by Mayor Pro Tempore Holmes, seconded Council Member Andrew, to approve agenda item 2024-409.

Motion carried with the following vote:

Aye: Mayor Pro Tempore Holmes, Council Member Andrew, and Council Member Peters

Absent: Council Member Moore

2024-433 Information Regarding Proposed Changes to the Annual Non-Profit Organization Application and Funding Process

Staff will present proposed changes to the annual non-profit organization application funding process.

Stephen Hawryluk, Budget and Performance Director, provided information concerning the annual non-profit application process. He stated scoring will be on a scale of one to five with a maximum total score of 30. Each criterion of the six criteria would be weighted equally. He explained proposed changes to the annual non-profit organization application and funding process which include:

- *Shorten the application window by one week*
- *Emphasize public purpose requirements - City Attorney will present technical workshops*
- *Budget and Evaluation staff will review whether applications meet the public purpose and send them back to organizations if needed.*
- *Requests cannot exceed 15% of the funding available (15% of 1/3 of a penny) and noted for FY 2025-26 would be \$68,123.*
- *Requests cannot exceed 25% of an organization's total budget and funding is limited to three years for a project/program.*

He noted there will be no changes to the materials that are requested for processing the applications.

A discussion ensued regarding the application process, three-year funding limit, and providing the new guidelines to the non-profits.

Council Member Andrew thanked Staff and expressed his approval of the new guidelines.

Mayor Pro Tempore Holmes thanked Staff and expressed his approval of the new guidelines.

Council Member Peters thanked Staff and noted she would like the guidelines to be implemented as soon as possible.

ADJOURNMENT

There being no further business to come before the Finance Committee, the meeting adjourned at 4:32 p.m.

Respectfully Submitted,

Michael Holmes, Acting Chair Finance
Committee

Attest:

Sandra Keeney, City Clerk

DRAFT



City of High Point

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

Master

File Number: 2024-407

File ID: 2024-407

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 10/10/2024

File Name:

Final Action:

Title: Quasi-Judicial Evidentiary Hearing - The Piedmont School, Inc., Special Use Permit 24-01
(This item was continued at the October 21, 2024 City Council Meeting)
A request by The Piedmont School, Inc. to consider a Special Use Permit request to allow a Major and Minor School use type, as listed in Principal Use Table 4.1.9 of the Development Ordinance, in the Residential Single Family - 3 (R-3) District. The site is located along the north side of Old Mill Road, approximately 250 feet east of Netherstone Lane (815 Old Mill Road).

Notes:

Sponsors:

Enactment Date:

Attachments: SUP-24-01 Piedmont School, Inc.

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: genine.solis@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	10/21/2024	continued	City Council	11/18/2024		

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Special Use Permit 24-01 (<i>The Piedmont School, Inc.</i>)	
FROM: Sushil Nepal, AICP Planning & Development Director	MEETING DATE: November 18, 2024
PUBLIC HEARING: Yes (QJ Evidentiary Hearing)	ADVERTISED DATE/BY: October 5 and 10, 2024. Continued by City Council to their November 18, 2024 meeting.
ATTACHMENTS: Staff Report and maps of subject site. Special Use Permit Phasing Plan. Special Use Permit Application 24-01 and Applicant's Citizen Information Meeting Report. Vehicle Stacking Plan. Impact Study Special Use Permit 24-01 Conditions Document. Written Decision Document PowerPoint Presentation	

PURPOSE: To consider a request by the Piedmont School, Inc. ("Applicant") for a Special Use Permit ("SUP") to allow a Major and Minor School use type, as listed in Principal Use Table 4.1.9 of the Development Ordinance, in the Residential Single Family – 3 (R-3) District. The site is located along the north side of Old Mill Road, approximately 250 feet east of Netherstone Lane (815 and 829 Old Mill Road).

BACKGROUND: The Applicant is requesting a SUP to allow a Major and Minor School use type for a site in the Residential Single Family - 3 (R-3) zoning district. A special use is a land use that may be appropriate at some locations within the zoning district, but because of its nature, extent, and external effects, requires special consideration of its location, design, and methods of operation before it can be deemed appropriate for the location. The SUP process requires City Council to conduct a quasi-judicial evidentiary hearing to consider these aspects of the proposed special use and determine whether the proposed special use meets the required review standards per the Development Ordinance.

The Development Ordinance allows the Major and Minor School use type in all the Residential Zoning Districts, subject to obtaining an SUP from City Council.

BUDGET IMPACT: There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

- A. Staff Recommendation
Staff recommends **approval** of this request as outlined in the attached staff report.
- B. Planning and Zoning Commission Action
Not applicable, SUP requests proceed directly to the City Council.

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

**STAFF REPORT
SPECIAL USE PERMIT 24-01
November 18, 2024**

Request	
Applicant: The Piedmont School, Inc.	Owner: The Piedmont School, Inc.
Proposal:	A Special Use Permit (SUP) to allow a Major and Minor School use type, as listed in Principal Use Table 4.1.9 of the Development Ordinance, in the Residential Single Family – 3 (R-3) District. This request proposes to expand an existing Major and Minor School use type that is currently operating on the site.
Notices: - Applicant held a Citizen Information Meeting (and sent required notification). - 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 lies along the north side of Old Mill Road, approximately 250 feet east of Netherstone Lane (<i>815 & 829 Old Mill Road</i>).
Tax Parcel Number:	Guilford County Tax Parcel 201442 & 201438
Site Acreage:	Approximately 16.3 acres
Current Land Use:	The site is currently developed with a 10,250 square foot Major and Minor School (private school grades K - 12).
Physical Characteristics:	The site has no noteworthy physical features. The current building sits upon the middle of the site with the rear area (northern half of site) being wooded and undeveloped, and the front area (southern portion of site) containing the driveway leading from Old Mill Road to the building.
Water and Sewer Proximity:	A 12-inch City water line lies adjacent to the site along Old Mill Road. There are 8-inch City water lines and 8-inch City sewer lines within the abutting public streets that stub to the western boundary of the site.
General Drainage and Watershed:	The site drains in a general southeasterly direction and development is subject to requirements of the Oak Hollow Lake Watershed Critical Area (WCA). Primary stormwater control measures are required for new impervious areas.
Overlay District:	<u>Oak Hollow Lake WCA – Tier 3 (<i>southern 1/3 of the site</i>):</u> New development restricted to two-dwelling units per acre or 35% built-upon area. <u>Oak Hollow Lake WCA – Tier 4 (<i>northern 2/3 of the site</i>):</u> New development restricted to two-dwelling units per acre or 50% built-upon area.

Adjacent Property Zoning and Current Land Use			
North:	R-3	Residential Single Family – 3 District	Single family detached dwellings
South:	R-3	Residential Single Family – 3 District	Single family detached dwellings
East:	R-3	Residential Single Family – 3 District	Single family detached dwellings and a Bed & Breakfast use type
	CZ-I	Conditional Zoning Institutional District	Major Assembly use type (youth camp)

West:	R-3 Residential Single Family – 3 District	Single family detached dwellings
Zoning History:	<u>Special Use Permit 11-05</u>: This SUP pertains to the abutting 3.9 acre parcel lying to the east (833 Old Mill Road). This parcel received SUP approval in June 2011 to allow a Bed & Breakfast use type in a residential zoning district. <u>Zoning Map Amendment 17-23</u>: This zoning case pertains to a 50± acre tract of land lying southeast of this SUP request, along the opposite side of Old Mill Road (840, 900, 910 & 920 Old Mill Road). This zoning request was approved in July 2017 and established a Conditional Zoning Institutional (CZ-I) District to allow the expansion of an existing youth camp (Camp Maranatha).	

Comprehensive Plan Consistency	
Growth Framework Assessment:	<u>Place Type</u>: The High Point 2045 Comprehensive Plan shows this site located within a Suburban Neighborhood place type. This place type envisions a predominantly low-intensity, single-family detached residential development pattern of 3 – 7 units per area, with public/institutional uses such as schools and religious institutions also listed as secondary uses. <u>Open Space Preservation</u>: The site is within the developed area of the City and is not a target for land preservation.
Comprehensive Plan Consistency:	<u>Core Values & Planning Principles</u>: The request is generally consistent with the core values of being an inclusive, entrepreneurial, and creative community, as well as planning principles related to including all voices, supporting strategic risk-taking while including necessary mitigation measures, setting standards to ensure quality of place, and leveraging our assets to build a unique identity. <u>Priorities & Strategic Initiatives</u>: The request for the expansion of an existing school that serves children from across the City with specific educational needs arguably contributes to the priority to Cultivate a Sense of Community and Unity by potentially attracting families who may choose to make High Point a place to live. It will also allow for the continued use of and investment in the site. This request does not advance or conflict with any of the three “Big Thing” priorities or strategic initiatives identified in the Comprehensive Plan. <u>Preferred Growth Scenario</u>: The Comprehensive Plan provides for focusing growth inward and this request to expand an existing use within a developed area of the City is in keeping with that concept.
Relevant Area Plan:	None applicable

Transportation Information			
Adjacent Streets:	Name	Classification	Approx. Frontage
	Old Mill Road	Collector Street	625 ft.
	Ember Oaks Avenue	Local Street	50 ft.
	Sandlewood Road	Local Street	50 ft.
	Brandemere Drive	Local Street	50 ft.
Vehicular Access:	Existing driveway access point from Old Mill Road.		

Traffic Counts:	Old Mill Road———2,249 vehicles (12-hour count) (2024 High Point Traffic Count)		
Estimated Trip Generation:	A school with an enrollment of 184 students would: 1) Generate approximately 456 daily vehicular trips with approximately 149 AM peak-hours trips and approximately 107 PM peak hour trips; and 2) Not require a Traffic Impact Analysis (TIA) as the vehicular trip threshold (150 trips during the AM or PM) would not be reached. If enrollment exceeds 184 students a TIA will be required. The Applicant has noted that only in the final phase of their expansion, Phase 4, will the 185 student enrollment threshold be reached.		
Traffic Impact Analysis (TIA):	Required		TIA Comments
	<u>Yes</u>	<u>No</u> X	This analysis is only required for developments that generate more than 150 trips within the AM or PM peak hours.
Comments:	Subject to student enrollment not exceeding 184 students, a TIA is not required. The Applicant has offered a condition that between phase #1 to phase #3, the student enrollment will not exceed 155 students. Prior to development of phase 4 of the school expansion, when a maximum enrollment of 200 students is proposed, a TIA shall be required to evaluate if any road improvements are warranted.		

School District Comment	
Not applicable to this SUP case.	

Details of Proposal

Overview

The Applicant is requesting a Special Use Permit (SUP) to allow an expansion of and existing Major and Minor School use type for this site located within the Residential Single Family - 3 (R-3) zoning district. A special use is a land use that may be appropriate at some locations within the zoning district, but because of its nature, extent, and external effects, requires special consideration of its location, design, and methods of operation before it can be deemed appropriate for the location within the zoning district and compatible with its surroundings. The purpose of the SUP process is to allow the City Council an opportunity to conduct a quasi-judicial evidentiary hearing to consider these aspects of the proposed special use and determine whether the proposed special use meets the required review standards provided in Section 2.4.12.C. of the Development Ordinance.

The Development Ordinance allows the Major and Minor School use type in various zoning districts as outlined in Table 4.1.9 (Principal Use Table). This use type is allowed in some of the higher intensity non-residential zoning districts (General Business, Retail Center, Main Street, Mixed-Use, and Institutional Districts) as a Permitted Use (use by right) subject to “Use Standards” of Section 4.3.3.C being met. The Major and Minor School use type may also be permitted in all the Residential Zoning Districts and the Agricultural District, subject to obtaining an SUP from City Council and meeting the “Use Standards” provided in Section 4.3.3.C. of the Development Ordinance.

Descriptions/Use Standards

School Use Type Description: The Development Ordinance classifies a school as an educational institution that provides elementary or secondary education. Accessory uses may include offices, play areas, cafeterias, recreational and sport facilities, auditoriums, and before-or-after-school day care.

- A “Major School” is any high school.
- A “Major School” is also any middle school designed for 800 or more students.
- A “Minor School” is an elementary school or middle school designed for less than 800 students, or any combination thereof designed for less than 800 students.

Use Standards: Table 4.1.9 (Principal Use Table) of the Development Ordinance provides that when allowed, either as a Permitted Use or by the issuance of a SUP, the Major and Minor School use type is subject to additional standards noted in Section 4.3.3.C. of the Development Ordinance, which requires the use to:

- 1) Have street frontage and gain primary access on a street classified higher than a residential local street; and
- 2) Have no access from a residential local street, unless the use is located on a corner lot with street frontage on a thoroughfare street.

Summary of Applicant’s Proposed Special Use Permit

The Applicant’s site is located at 815 Old Mill Road (15.18 acre parcel) and 829 Old Mill (1.16 acre parcel). The site is developed with a 10,250 square foot building that is currently operating as a private school (the Major and Minor School use type) that serves students from K – 12th grade. The Applicant has been operating a school at this site since 1999.

The school operates under the name of “The Piedmont School” (TPS). This is a private school focused on serving students with attention-deficit/hyperactivity disorders or students diagnosed with a language-based learning disorders (ADHD/LD). While TPS could accommodate additional enrollment in its existing space, its mission of serving ADHD/LD students requires small class sizes with intentionally low teacher to student ratios. TPS’s current enrollment is approximately 80 – 100 students; however, the North Carolina Building Code would permit an occupancy of approximately 200 people (students and teachers) within the current 10,250 square foot building. With continued growth in student enrollment, TPS now seeks to expand its facilities to accommodate that growth over a series of phased building expansions.

A phasing plan has been developed by the Applicants engineer depicting an expansion of the current 10,250 square foot facility to approximately 34,950 square feet. There will also be site improvements to accommodate this growth. A summary of expansion is as follows:

Phase 1 - (See area highlighted in yellow on Exhibit A):

- Building addition of 2,100 square feet (classrooms and additional bathrooms).
- Removal of the two current modular classrooms and playground equipment relocation.
- Clearing the northern half of the site for an athletic field (no high-mass lighting fixtures or permanent bleachers).
- Clearing the southwestern portion of the site to install a stormwater control device that will treat stormwater runoff from the expansion.
- Parking lot expansion at the southeastern portion of site; entrance drive upgrade/widen, expand onsite vehicle queuing capacity and related on-site sidewalks.

- Establishment of a stabilized emergency vehicle access area around the current and future building area to address fire protection requirements.

Phase 2 - (See area highlighted in blue on Exhibit A).

- Building addition of 7,500 square feet (science labs, lobby, dining, and restrooms) and conversion of school current common space area into a library.

Phase 3 - (See area highlighted in green on Exhibit A).

- Building addition of 12,000 square feet (gym with a stage, art & music classrooms, and storage space).

Phase 4 - (See area highlighted in pink on Exhibit A).

- Building addition of 3,000 square feet (classrooms and staff workroom).

Because the school will continue to serve students from the elementary to high school grade levels, it is classified as both a Major and Minor School use. According to the Applicant, the typical calendar for the school will run from August to May and the daily operation (Monday through Friday) schedule will consist of:

- Teachers on site from 7:30 am to 3:30 pm;
- K – 5th grade students from 8:00 am to 2:30 pm; and
- 6th grade – 12th grade students from 8:30 am to 2:45pm.

SUP Conditions

Although the Applicant has a specialized educational curriculum, in evaluating this SUP application, staff must take into consideration that a SUP runs with the land, not a specific person/company, facility, or use. If TPS moves to another location, the site could be used as a Major and Minor School by other educational organizations that may desire to maximize the capacity of the facilities on site. If approved, the Planning and Development Department's goal is to ensure sufficient SUP conditions are in place so that, regardless of who is operating the school on this site, such school will be compatible and in harmony with the adjacent lands.

The proposed SUP conditions, which the Applicant has consented to, are provided in the attached Draft SUP conditions document attached as Exhibit E and the SUP Phasing Plan attached as Exhibit A. A summary of the conditions are as follows:

- Establishment of a phasing plan for future expansion;
- Limiting enrollment to 200 students;
- Prohibiting high-mass lighting fixtures (over 35 feet) around the athletic field;
- Maintaining a "Type B Semi Opaque Landscape Yard" at the rear boundary/northern half of the site;
- Limiting mobile/temporary bleachers to the athletic field (and no permanent bleachers);
- Onsite vehicle queuing shall be installed and maintained in a manner generally consistent with vehicle queuing plan depicted on Exhibit C; and
- Restricting vehicular access to one point of access from Old Mill Road.

The table below details the allowable enrollment levels as each phase of the facility expansion is completed:

Facility Expansion	TPS (Applicant) Estimate Occupancy	Max. Building Occupancy per NC Building Code (students/teachers/support staff)	SUP student enrollment condition
Current facility (10,250 sq. ft)	80 – 100 students (29 employees)	200 person occupancy	Not applicable
Phase 1 (add 2,100 sq. ft.)	155 students (33± employees)	270 person occupancy	155 students
Phase 2 (add 7,500 sq. ft)	155 students (33± employees)	360 person occupancy	155 students
Phase 3 (add 12,000 sq. ft)	155 students (33± employees)	575 person occupancy (gym addition)	155 students
Buildout - Phase 4 (add 3,100 sq. ft) 34,950± sq. ft. total	175 - 200 students (40± employees)	575 person occupancy	200 students

If approved, these conditions are binding on current and future land owners and users of the site for a Major and/or Minor School, unless a request for a new SUP to amend or change these conditions is approved.

SUP Standards

Section 2.4.12.C. of the Development Ordinance requires the Applicant to demonstrate that certain standards are met before a SUP may be approved by City Council. 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 on whether the application meets such special use review standards.

Will not materially endanger the public health or safety if located where proposed.	
Compliance	❖ The Applicant has offered conditions to limit student enrollment to 155 students between Phases 1 through 3 of the expansion. At the completion of the final phase, Phase 4, the Applicant has offered a condition to restrict the facility's maximum student enrollment to 200 students. ❖ Between Phases 1 through 3, the expansion of the school will not trigger a Traffic Impact Analysis (TIA). The Applicant has offered a condition that before proceeding with submitting land development approval for Phase 4, they will seek a determination from the City of High Point Director of Transportation regarding the necessity of a TIA. In the event a TIA is required by policy as a result of enrollment increases, the owners shall apply to and seek approval from the Director of Transportation for the location and design of reasonable improvements to the access point to be completed as part of Phase 4. ❖ The Applicant has offered a vehicle queuing plan (see <u>Exhibit C</u>) that documents the required minimum on-site vehicle queuing: ○ Phase 1 – a minimum of 664 linear feet of queuing is required; up to 983 linear feet will be available. ○ Phase 2 - 3 – a minimum of 664 linear feet of queuing is required; up to 813 linear feet will be available.

	○ Phase 4 (build-out) – a minimum of 809 linear feet of queuing is required; up to 813 linear feet will be available. ❖ Based on the application and the conditions offered by the Applicant, staff is of the opinion that the proposed special use will not materially endanger the public health or safety if located where proposed.
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Complies with all required standards, conditions, and specifications of the Development Ordinance, including Chapter 4: Uses.

Compliance	Based on the application and the conditions offered by the Applicant, and a review of the Development Ordinance, staff is of the opinion that the proposed special use meets or exceeds the standards of the Development Ordinance.
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Will not substantially injure the value of the abutting land, or the special use is a public necessity.

Compliance	❖ The Applicant has provided an appraisal report dated July 16, 2024, from a state certified property appraiser, Brian R. Crowder (with Hylton Crowder and Associates), in which Mr. Crowder evaluated: 1) homes sales near recreational facilities with outdoor athletic fields; and 2) homes sales near schools. Using comparable sales of similar sized and aged homes, Mr. Crowder found that the values of adjoining or abutting properties are not adversely impacted by the existence of a school with athletic facilities like the planned Piedmont School expansion. Mr. Crowder concluded that the proposed expansion of the Piedmont School will not injure the value of adjoining or abutting properties in any measurable way. ❖ The site has been used as a school since 1999, thus a new land use is not being introduced into this area. Per the North Carolina Building Code, the current 21,300 square foot facility may have a occupancy rate (students & school staff) of approximately 200 persons. The Applicant has offered a condition that once buildout is completed, expansion of the school to 34,950 square feet, the maximum student enrollment shall be limited to 200 students. At this enrollment limit, the Applicant estimates there will be approximately 40 staff members (teachers and support staff). ❖ Since the total site area is in excess of 16 acres, the proposed expansion of the school will still leave most of the site as undeveloped or open space/recreational area. ❖ Based on the application and the appraisal report from Mr. Crowder submitted by the Applicant, as well as the conditions offered by the Applicant, staff is of the opinion that the proposed special use will not substantially injure the value of the abutting land.
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Will be in harmony with the area in which it is to be located.

Compliance	❖ The site is located at the outer edge of the adjacent residential neighborhoods. Access to the site does not require traffic to travel through the abutting Blairwood Estates, The Landing at Waterview, or Ashley Park subdivisions.
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	❖ The site is currently developed and used as an institutional use (Major and Minor School). There are other institutional or assembly type land uses in this general area that front along Old Mill Road. ○ Camp Maranatha, a 50 acre, CZ-I zoned, Christian Youth Camp lying southeast of the site along the opposite side of Old Mill Road. ○ Mt. Carmel Baptist Church at 915 Old Mill Road. A 1.07-acre R-3 zoned church lying 0.3 miles east of the site. ○ High Point Elks Lodge, at 700 Old Mill Road. A 10.5-acre R-3 zoned assembly/recreation facility lying 0.3 miles west of the site. ○ Oakview Country Club, Inc., at 622 Old Mill Road. A 6.1-acre R-3 zoned assembly/recreation facility lying 0.4 miles west of the site. ❖ The proposed building expansion will be adjacent to the existing school structure in the middle of the site. Within the R-3 zoning district, permitted nonresidential structures must be setback a minimum of 25 feet from the property line of adjacent residential parcels. At full build out, the school structure will be situated on the site in the following manner: - North – approximately 650 feet from the nearest residential parcel. - South – approximately 475 feet from the Old Mill Road right-of-way. - West – approximately 125 feet from the nearest residential parcel. - East – approximately 25 feet from the nearest residential parcel. ❖ Mr. Crowder’s appraisal report submitted by the Applicant found the uses surrounding the site are compatible and harmonious in functional utility with the proposed school expansion. The appraisal report also found that the values of adjoining or nearby properties are not adversely impacted by the existence of a school with athletic facilities like the planned Piedmont School expansion. ❖ Based on the application, the appraisal report from Mr. Crowder submitted by the Applicant, the conditions offered by the Applicant, the adjoining or nearby land uses, and the way the site is currently configured, staff is of the opinion that the proposed special use will be in harmony with the area in which it is located.
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Is in general conformity with the City's adopted policy guidance.

Compliance	❖ The Comprehensive Plan’s Suburban Neighborhood place type for this area encourages supporting public/institutional uses such as schools and religious institutions as secondary uses. ❖ Under the district purpose statement of the R-3 District, complimentary uses such as open space, schools, utilities, religious institutions, and recreational facilities are also allowed. ❖ Based on the application and a review the City’s Comprehensive Plan and Development Ordinance, staff is of the opinion that the proposed special use is in general conformity with the City’s adopted policy guidance.
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Recommendation

Staff Recommends Approval:

The Planning and Development Department staff recommend approval of the SUP request to allow a Major and Minor School use type on the site.

Based on a review of the application, the property appraisal report submitted by the Applicant, the conditions proposed by the Applicant, the Development Ordinance, and the City's Comprehensive Plan, the Planning and Development Department staff finds that the proposed special use will meet the review standards provided in Section 2.4.12.C. of the Development Ordinance.

Report Preparation

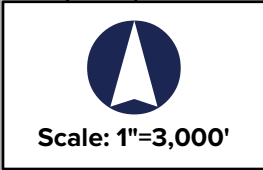
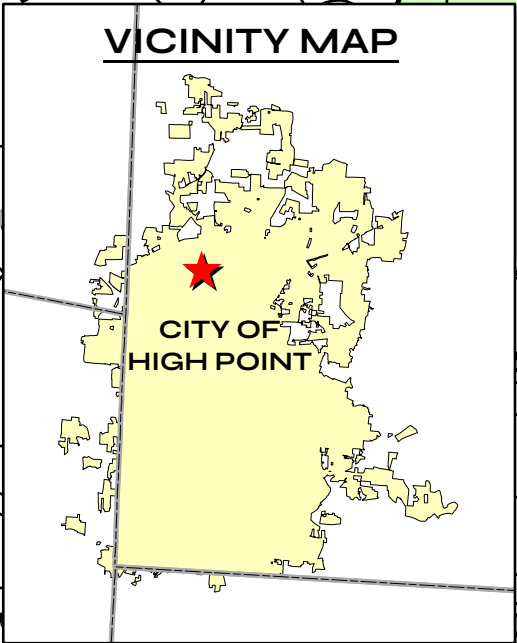
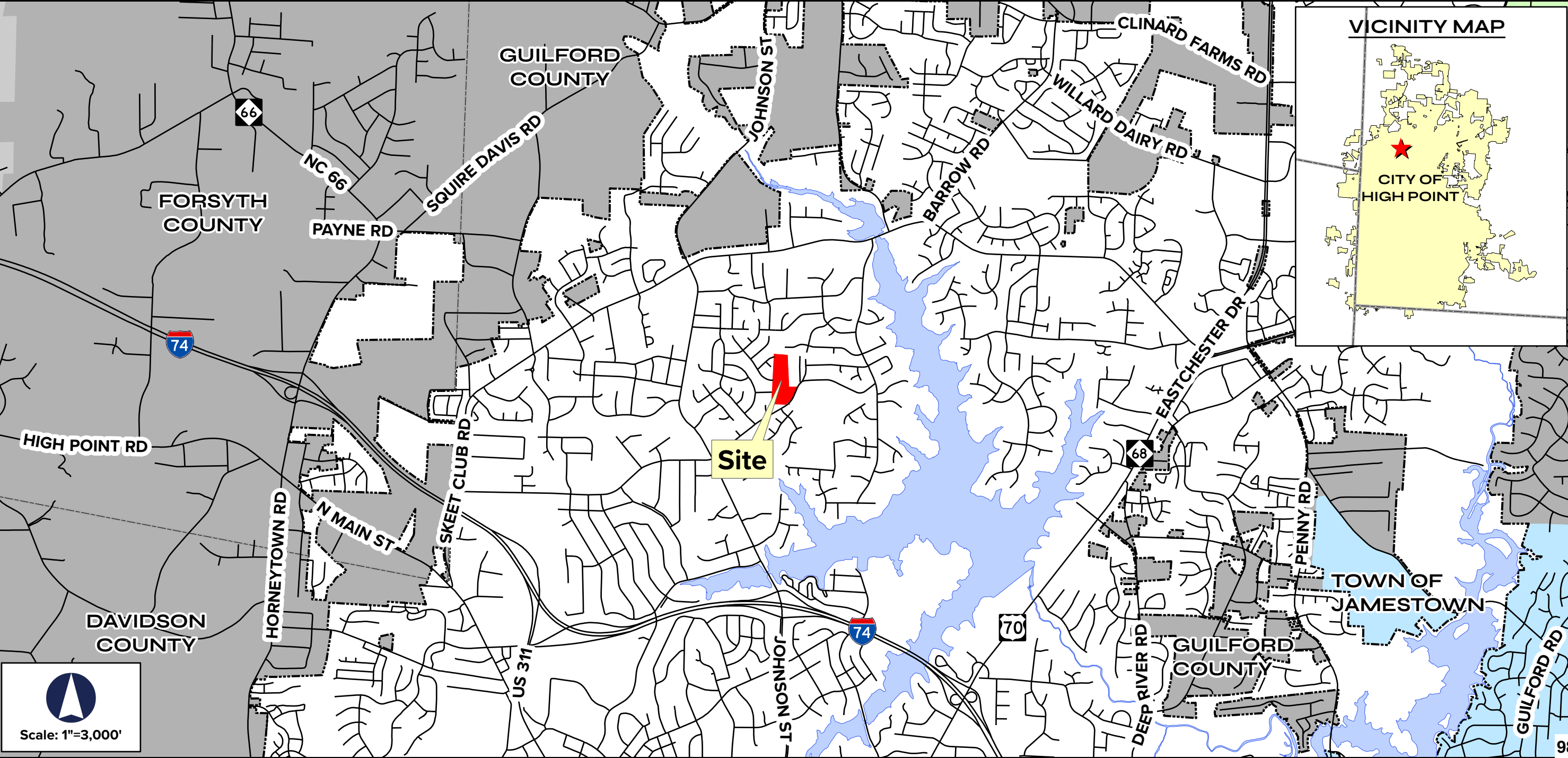
This report was prepared by Planning and Development Department staff member Herbert Shannon Jr. AICP, Senior Planner and reviewed by Sushil Nepal AICP, Planning and Development Director.

Attachments:

- Exhibit A – Special Use Permit Phasing Plan – The Piedmont School prepared by Davis-Martin-Powell Engineers & Surveyors
- Exhibit B – Special Use Permit Application 24-01, which includes the Applicant's Citizen Information Meeting Report
- Exhibit C – Vehicle Stacking Plan – The Piedmont School prepared by Davis-Martin-Powell Engineers & Surveyors.
- Exhibit D – Impact Study of the Piedmont School Expansion prepared by Hylton Crowder & Associates, Brian R. Crowder, MAI, SRA, NC-A7529. July 16, 2024.
- Exhibit E – "Draft Special Use Permit 24-01" with the proposed SUP conditions. Revised November 8, 2024.

LOCATION MAP

SPECIAL USE PERMIT: SU-24-01
Applicant: Piedmont School



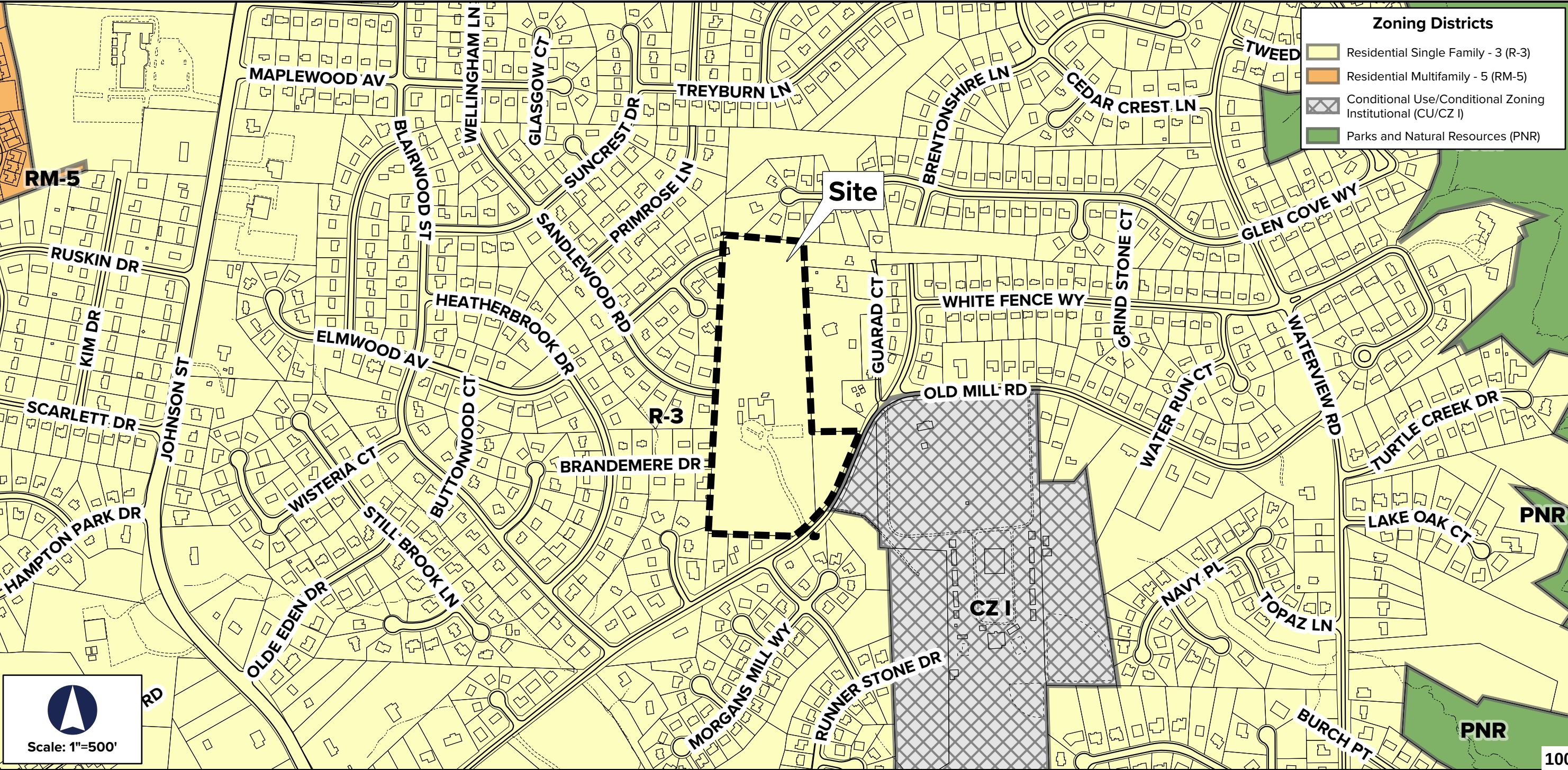
SPECIAL USE PERMIT: SU-24-01

AERIAL PHOTOGRAPHY (FEB. 2024)

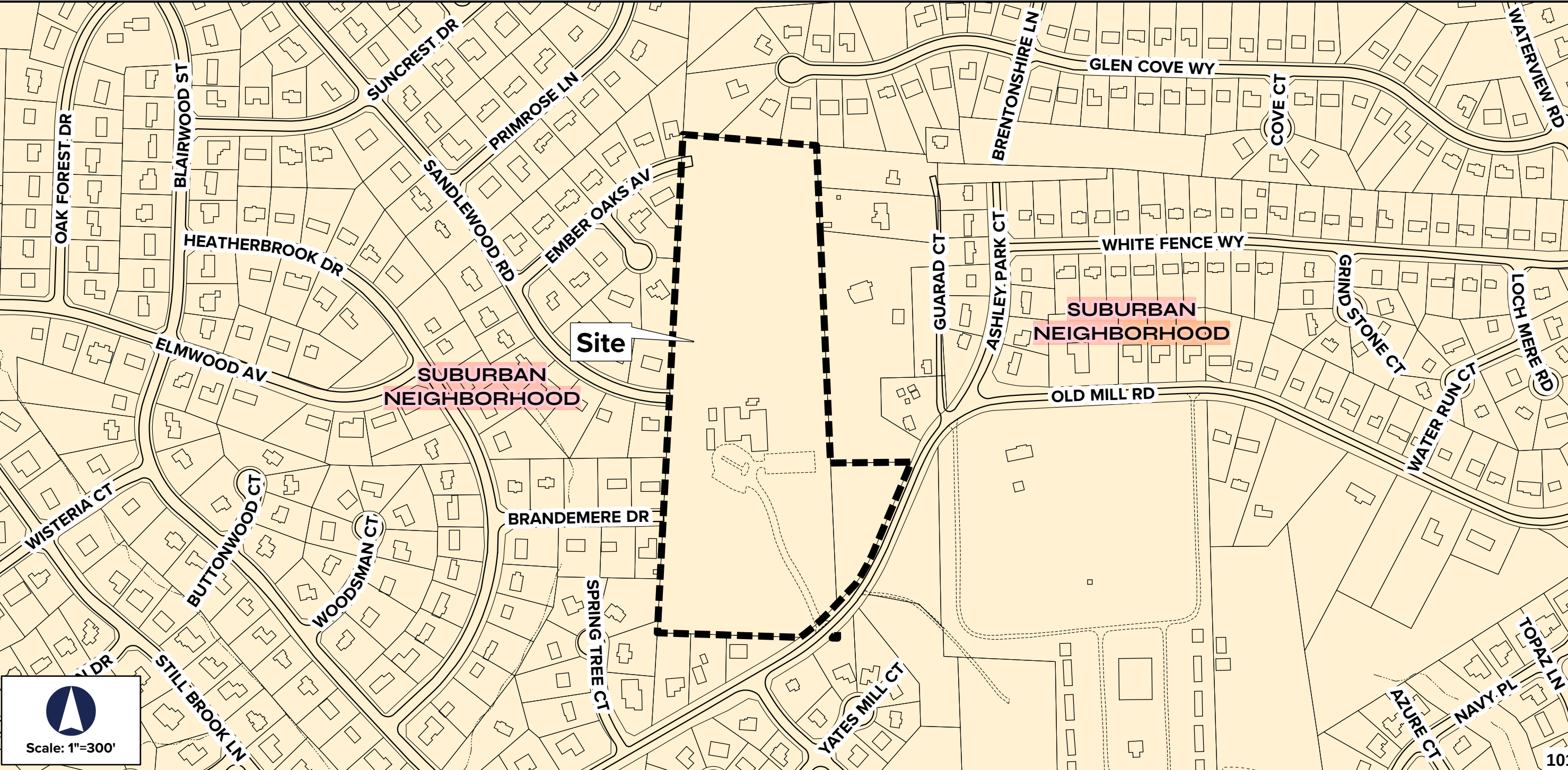


SPECIAL USE PERMIT: SU-24-01

COLOR-CODED ZONING MAP



ZONING MAP AMENDMENT: PLACE TYPES MAP



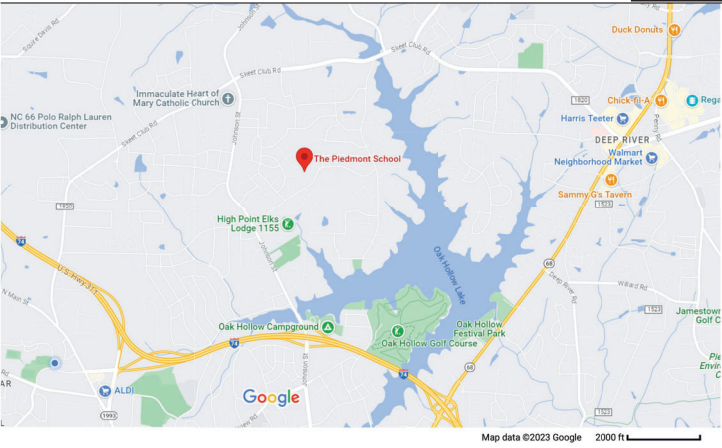


Exhibit A

Phase 1



PHASE 1: INCLUDES ATHLETIC FIELDS (NO LIGHTS OR BLEACHERS), SCM, PARKING, BUILDING ADDITIONS FOR CLASSROOMS AND ADDITIONAL BATHROOMS, PLAYGROUND RELOCATION, SIDEWALK

Phase 2



PHASE 2: INCLUDES NEW BUILDING ADDITION (SCIENCE, LOBBY, DINING, RESTROOMS), CONVERT COMMON SPACE INTO LIBRARY SPACE.

Phase 3



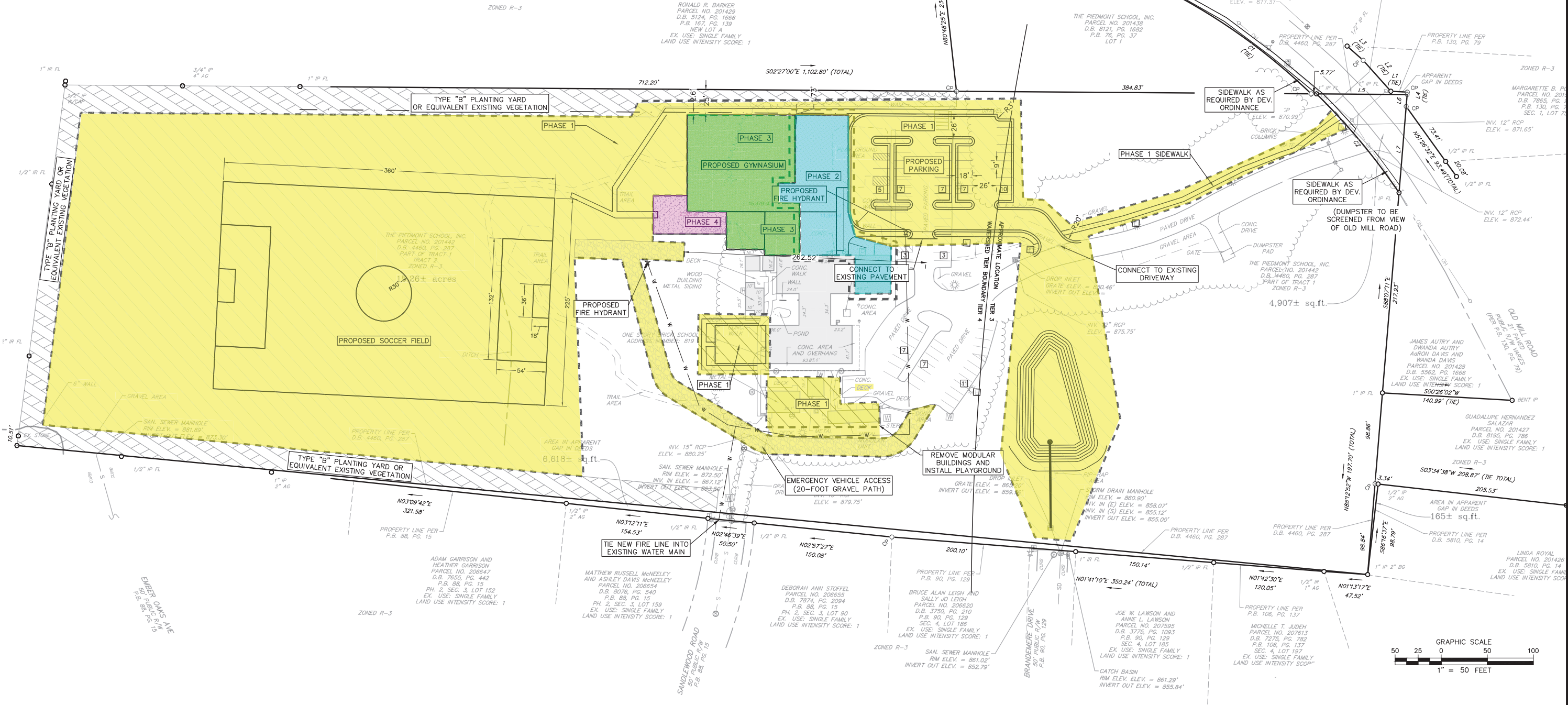
PHASE 3: INCLUDES GYM, STAGE, ART, MUSIC, AND MUSIC STORAGE.

Phase 4



PHASE 4: INCLUDES CLASSROOMS, STAFF WORKROOM.
THIS PHASE WILL INCREASE ENROLLMENT BY 70-90 STUDENTS.

- GENERAL NOTES:
- OWNER: THE PIEDMONT SCHOOL INC.
PO BOX 1550
HIGH POINT, NC 27261
 - ADDRESS OF SITE: 819 OLD MILL ROAD
HIGH POINT, NC 27261
 - PARCEL NUMBER: 201442
 - ACREAGE: ±15.26 ACRES
 - DEED REFERENCES: DB 4460 PG 287
 - PLAT REFERENCES: PB 76 PG 37
 - PROPOSED USE: SCHOOL (MAJOR)
 - EXISTING ZONING: R-3 (OUTSIDE CORE CITY)
 - WATERSHED: OAK HOLLOW LAKE CRITICAL AREA (WCA)
TIER 3 AND TIER 4
 - EXISTING BUA: 1.36 AC 8.89%
 - PROPOSED BUA: 1.32 AC 8.66%
 - TOTAL BUA: 2.68 AC 17.56%
 - TOTAL REQUIRED PARKING: 54 PARKING SPACES (1.5 PER EACH CLASSROOM)
 - PROPOSED PARKING: 67 PARKING SPACES TOTAL
 - REQUIRED HANDICAP SPACES: REG. SPACES
VAN SPACES
 - THE TYPE "B" PLANTING YARD IS TO HAVE A MINIMUM WIDTH OF 20FT, AND AN AVERAGE WIDTH OF 25FT. THE PLANTING RATE SHALL BE 4 CANOPY TREES, 6 UNDERSTORY TREES, AND 25 SHRUBS PER 100 LINEAR FEET



THE SCALE BAR SHOWN BELOW MEASURES ONE INCH LONG ON THE ORIGINAL DRAWING.



DAVIS • MARTIN • POWELL
ENGINEERS & SURVEYORS **dmp**

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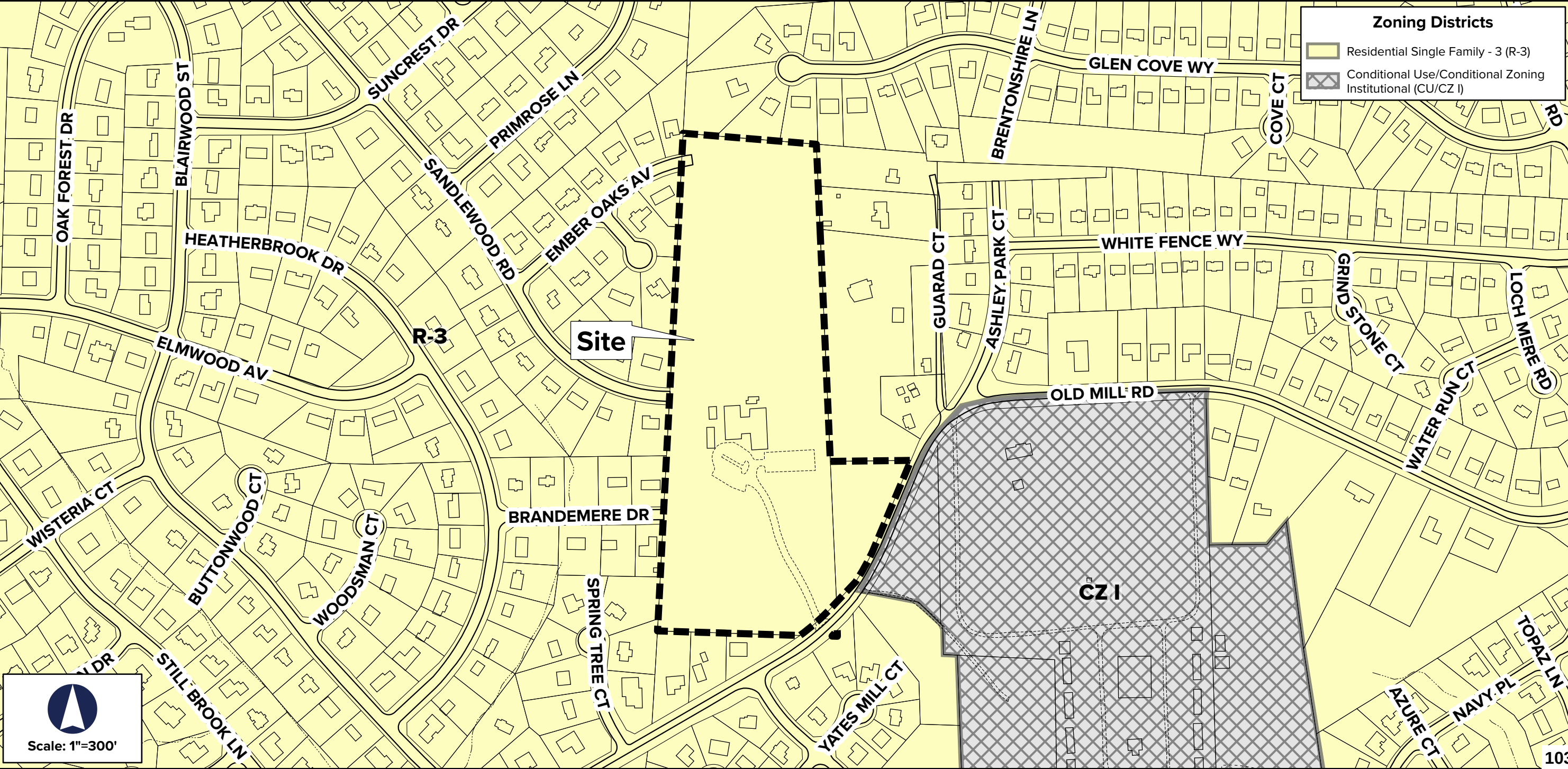
PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION

SPECIAL USE PERMIT PHASING PLAN
THE PIEDMONT SCHOOL
819 OLD MILL ROAD
HIGH POINT, NORTH CAROLINA
GUILFORD COUNTY

SHEET NO.
S-I
OF ____

SPECIAL USE PERMIT: SU-24-01

COLOR-CODED ZONING MAP





Scale: 1"=300'

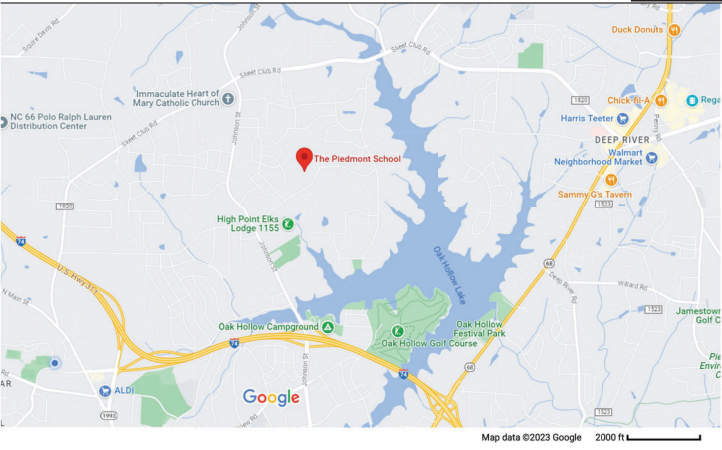


Exhibit A

Phase 1



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Phase 2



PHASE 2: INCLUDES NEW BUILDING ADDITION (SCIENCE, LOBBY, DINING, RESTROOMS), CONVERT COMMON SPACE INTO LIBRARY SPACE.

Phase 3



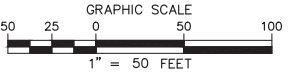
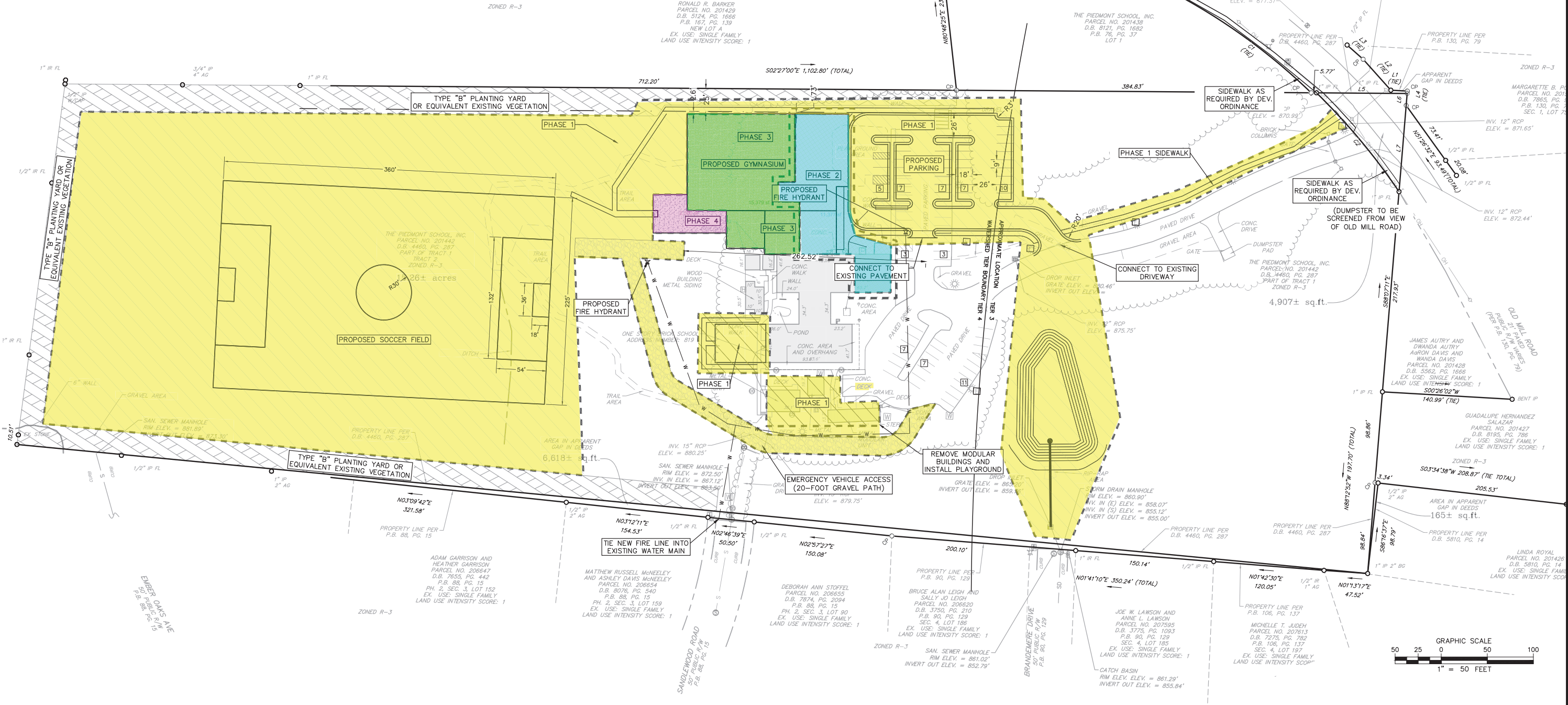
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VAN SPACES
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THE SCALE BAR SHOWN BELOW MEASURES ONE INCH LONG ON THE ORIGINAL DRAWING.



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PRELIMINARY
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SPECIAL USE PERMIT PHASING PLAN
THE PIEDMONT SCHOOL
819 OLD MILL ROAD
HIGH POINT, NORTH CAROLINA
GUILFORD COUNTY

SHEET NO.

S-I

OF

Exhibit B

SPECIAL USE PERMIT APPLICATION SUBMITTAL CHECKLIST

- ☒ Please complete this application and provide the required information. In order for this application to be accepted, all applicable sections must be fully completed and all required information provided at the time of submittal. A complete application must be received by 5:00 p.m., on the date of the application deadline, to be placed on the next agenda.
- ☒ Applicant has had a pre-application conference with the Zoning Coordinator in the past three (3) months?
- ☒ Are you requesting a new Special Use Permit, Amendment to an existing Special Use Permit or an Administrative Amendment to an existing SUP? If you answered **YES** make sure the following are included with your application.

A Special Use Permit District Work Sheet has been FULLY completed.

(Applicant should have been working with the Zoning Coordinator on worksheet prior to submittal of application)
For Administrative Amendment include backup information (**proposed changes & reasons for amendment**).

Conceptual site plan has been provided with application.

(NOTE: the site plan will be a key-supporting document. Applicants need to insure that said site plan accurately represent their development proposal since changes may require additional public hearing review. Include three paper copy and one electronic version in PDF format).

Applicant is strongly encouraged to hold a Citizen's Information Meeting with surrounding property owners.

- ☒ Tax parcel number(s) and a map of the requested rezoning site has been provided. (**NOTE: A written metes & bounds legal description with accompanying survey map is required for a request that would rezone only a portion of a tax parcel or requests for multiple zoning districts.**)
- ☒ Copies of the recorded deed(s) for the subject property have been provided.
- ☒ **Application Fee..** See City of High Point Development Fee Schedule using link below. Special Use application fee is noted on page 5. <http://www.buildhighpoint.com/35/Fees>
- ☒ Application has been signed (*Signatures of **all Property Owners** and **Applicant***).
Special Use Permit Worksheet has been signed
(NOTE: All current property owners of record, or their duly authorized agents, must sign application. Authorized agents must include executed power-of-attorney or other proof of authority.)
- ☒ When required by the City's policies, a Traffic Impact Analysis shall be required to be submitted with the application. **[SEE PROPOSED CONDITION RELATED TO A TIA AS DISCUSSED WITH STAFF]**
- ☒ For additional information, please visit buildhighpoint.com. High Point's one source development guide that helps you navigate the process for developing and building within the City of High Point.



City of High Point
Planning & Development Department
211 S Hamilton Street
P.O. Box 230
High Point, NC 27261
Phone: 336-883-3328

Revised 10-01-2020



PLANNING AND DEVELOPMENT DEPARTMENT
CITY OF HIGH POINT

SPECIAL USE PERMIT APPLICATION

Department Use Only: DATE RECEIVED 07/16/2024 ; BY Via Accela Portal, CASE # SU-24-01
(10:08 PM)

A. REQUEST TYPE Please check one box

☒

Special Use Permit

☐

Amendment to an existing Special Use Permit
(SUP Case#_____)

If a new Special Use Permit or an Amendment to an existing Special Use Permit is requested, the applicant or developer must complete the attached Special Use Permit Worksheet. A formal Special Use will be prepared by the Planning & Development staff with the concurrence of the applicant and property owner.

B. APPLICANT/OWNER REPRESENTATIVE INFORMATION

1. Applicant: The Piedmont School, Inc. (Holly M. Meyers, Chair, Board of Trustees)

2. Address: 819 Old Mill Road, High Point, NC 27265 (also uses 815 Old Mill Road)
Street Address, City, State, Zip Code

Telephone number (w) 336-224-4832 (fax) (e-mail) holly_meyers@davidsondavie.edu

3. Property Owner (if different from applicant): N/A (Applicant is Chair of the Board of Trustees)

Address: _____
Street Address, City, State, Zip Code

Telephone number (w) (fax) (e-mail)

☐

If there are additional property owners, check here and attach their names, addresses and telephone numbers.

4. Will an attorney, engineer or realtor represent the applicant and/or property owner in this matter?

Representative: Will Quick (Brooks, Pierce, McLendon, Humphrey & Leonard L.L.P.)

Address: PO Box 1800, Raleigh, NC 27602
Street Address, City, State, Zip Code

Telephone number (w) 919-839-0300 (fax) 336-232-9214 (e-mail) wquick@brookspierce.com

C. SPECIAL USE REQUEST / SITE INFORMATION

1. Present Zoning District(s) of the site: R-3 (Outside Core City)

2. Describe the exiting use of the property : School (Major/Minor); see attached memorandum for more detail.

3. Describe the requested Special Use Permit use / activity: See attached memorandum, Section I.

D. PROPERTY IDENTIFICATION, LOCATION AND SITE INFORMATION

1. **List County Tax Parcel Number(s) of zoning site:** *(Attach additional sheet if needed)*

201442

(201428 under common ownership)

A copy of the most recent recorded deed(s) and tax map identifying the above noted tax lots must accompany this application, or the application will be considered incomplete and will be returned.

2. **This Special Use Permit request includes only whole parcels and/or recorded platted lots.** ☒ Yes ☐ No
If you answered no, a written legal description along with a survey map identifying the portion of the parcel(s) the Special Use Permit applies to must be attached.

3. **Geographic location & address of site:** 819 Old Mill Road, High Point, NC 27265

4. **Total acreage of site** (square footage if less than one acre of subject property): 15.26 (add'l 1.16 under common ownership)

5. **Square footage of building and/or portion of a building of Special Use Permit request:** 34,800

(A site plan identifying the building(s) or portion of the building in which the uses will be located is required to be attached.)

E. SUPPLEMENTAL INFORMATION

1. The Special Use must meet applicable requirements of Section 2.4.12 of the Development Ordinance. City Council must make findings as noted in this section of the Development Ordinance in order for the request to be approved.
2. All of the items required by this application must be turned in to the City of High Point Planning & Development Department, **FULLY COMPLETED**, by 5:00 p.m. of the prescribed deadline. Incomplete applications will not be accepted and will be returned. Completed applications submitted after the deadline will be held until the next deadline for processing.
3. The City of High Point does not produce a verbatim transcript of the Planning and Zoning Commission and City Council hearing proceedings. If a verbatim transcript is required, the applicant or party requesting said transcript shall be responsible for arranging, producing and payment of all expenses for the production of said transcript. The City of High Point shall in no manner be responsible for providing a verbatim transcript of public hearings. Signing this application indicates the applicant's understanding and acceptance of this policy.

F. SIGNATURES

When the applicant is someone other than the current property owner(s), the signatures of both the current property owner(s) and the applicant must be provided unless a power of attorney authorization is in effect. If a power of attorney is in effect, a properly executed copy is required to be submitted with this application.

(See attached Board Action Signature Sheet)

SPECIAL USE PERMIT INFORMATION SHEET

THE ATTACHED WORKSHEET MUST BE COMPLETED AND INCLUDED WITH ANY SPECIAL USE PERMIT.

1. **Uses:** The applicant must specify the use(s) that will be permitted on the property and may propose other conditions to ensure compatibility between the development and the surrounding area. Only those uses that are allowed in the zoning district to which the Special Use Permit corresponds may be permitted.
2. **Basis for Conditions:** Proposed conditions should be based upon the following:
 - a. Information and feedback received at the required pre-application conference;
 - b. Other City of High Point Department contacts;
 - c. Adjacent and/or similar special use permit requests;
 - d. Desire to mitigate or otherwise address concerns of adjacent property owners, or offset potential impact on adjacent property value or other negative impacts on adjacent properties; and
 - e. Ensure proposed development is in accordance with and otherwise conforms to city plans.
3. **Types of Conditions:** In a Special Use Permit, conditions should not restate existing development ordinance requirements. Conditions may include but are not limited to the following:
 - a. Location of use(s); number of dwelling units and timing of development;
 - b. Location and extent of supporting facilities (parking, driveways, access streets, rights-of-way, etc);
 - c. Location and extent of buffer areas and other special purpose areas;
 - d. Other issues the applicant may propose as conditions upon the request.
4. **Required Findings:** In order to grant a Special Use Permit, the City Council must make four findings of fact based on how the applicant has addressed the requirements of the Development Ordinance: The Special Use Permit shall not be approved by the City Council unless each of the following findings has been made:
 - a. That the use will not materially endanger the public health or safety if located where proposed;
 - b. That the use meets all required standards, conditions and specifications of the Development Ordinance, and any additional restrictions imposed pursuant to Section 9-3-14(d) *Greater Restrictions*.
 - c. That the use will not substantially injure the value of adjoining or abutting property, or that it is a public necessity; and
 - d. That the location and character of the use shall be in harmony with the area in which it is located and in general conformity with the plan of development of the city and its environs.
4. **Greater Restrictions:** In approving a Special Use Permit, the City Council may impose more restrictive requirements, as it deems necessary, in order that the purposes and intent of the Development Ordinance are served.
5. **No Removal of Other Requirements:** No condition(s) shall have the effect of removing or being less restrictive than the requirement of the Development Ordinance. *(Example: a condition to require a greater setback than what is required by the Development Ordinance is permissible; however, a condition to establish a lesser setback than required by the Development Ordinance is not permissible.)*

CITY OF HIGH POINT
NORTH CAROLINA

SPECIAL USE
WORKSHEET

TO THE CITY COUNCIL OF THE CITY OF HIGH POINT:

THE CITY OF HIGH POINT CITY COUNCIL, PURSUANT TO SECTION 2.4.12 , SPECIAL USE, OF THE CITY OF HIGH POINT DEVELOPMENT ORDINANCE, APPROVED A SPECIAL USE PERMIT AND SITE PLAN FOR THE FOLLOWING USE, SUBJECT TO THE FOLLOWING CONDITION(S):

I. **USES (proposed use):**

(List the specific use(s) that you are proposing to have under this permit. Only those uses listed shall be allowed under this SUP application.

See attached memorandum, Section I

(Add additional sheets if needed)

II. **CONDITIONS:**

(List the specific conditions and/or requirements that you are willing to offer in order to address any potential negative impact to abutting property owners? Some examples are:

- Greater setbacks, lot size, or lower density.
- Right-of-way dedication or restricting the number and location of access points.
- Limiting/shielding exterior lighting.
- Site design issues.
- Exterior Building materials, architectural character & style, building mass/scale/height.
- Building orientation.
- Additional environmental & watershed protection/ preservation measures.
- Addressing neighborhood compatibility issues (outdoor storage, hours of operation, etc.
- Additional sign restrictions.
- Imposing the stricter corridor design guidelines on non-corridor roadways.
- Landscaping above the ordinance requirements, wider buffer areas and screening fences.

See attached memorandum, Section II and Exhibit 2

Attach additional sheets if needed)

SIGNATURES

It is understood and acknowledged that if approved by the City Council, this Special Use and accompanying site plan are perpetually binding upon the above described property, regardless of ownership, unless subsequently amended as provided in the Development Ordinance or until a use otherwise permitted in the zoning district is established.

(See attached Board Action Signature Sheet)



PLANNING AND DEVELOPMENT DEPARTMENT
CITY OF HIGH POINT
BOARD ACTION APPLICATION SIGNATURE FORM

DOWNLOAD, PRINT, SIGN, NOTARIZE (if required), SCAN and UPLOAD FORM TO THE APPROPRIATE RECORD

When the applicant is someone other than the current property owner(s), the signatures of both the current property owner(s) and the applicant must be provided unless a power of attorney authorization is in effect. If a power of attorney is in effect, a properly executed copy is required to be submitted with this application.

I/We, the undersigned, do hereby certify that all information given above is true, complete and accurate to the best of my/our knowledge, and do hereby request action sought by this application. I/We, the undersigned, do hereby understand and acknowledge that if this application is approved, the property described in this request will be perpetually bound by the use(s) authorized and the conditions imposed, unless subsequently changed or amended as provided for in Chapter 2 of the Development Ordinance.

It is further understood and acknowledged that plans for any development to be made pursuant to this zoning map amendment shall be submitted to the City of High Point for review in the same manner as other such plans now required to be approved by the City of High Point.

The signature(s) provided below are for the following application: *(Check one and enter the case (record) number)*

☐ Annexation _____ ☐ Appeal _____ ☐ COA _____ ☐ Plan Amendment _____
☒ Special Use _____ ☐ Text Amendment _____ ☐ Variance _____ ☐ Zoning Map Amendment _____

Applicant Signature – Sign when the applicant is different from the property owner(s). Required for Text Amendment applications.

Name (please print legibly) _____

Company or firm name and/or address _____

Signature _____

Property Owner(s) Signature – Required for Annexation, COA, Special Use, Variance and Zoning Map Amendment. If the property owner is a company, corporation, LLC, etc. or if the person signing is attorney-in-fact for the property owner, the signature(s) must be notarized below.

Holly M. Myers

Name (please print legibly) _____

Name (please print legibly) _____

Name (please print legibly) _____

Board of Trustees Chair

Title (i.e. company or corporate officer) _____

Title (i.e. company or corporate officer) _____

Title (i.e. company or corporate officer) _____

815 Old Mill Rd., High Point, NC 27265

Address _____

Address _____

Address _____

Signature _____

Signature _____

Signature _____

Notary Public Certification

State of: North Carolina

County of: Guilford

I, Susan Poole Medlin, a Notary Public for said County and State, do hereby certify that Holly M. Myers personally came before me this day and acknowledged that he/she is the; (complete 1) or 2) below)

1) Holly Myers of The Piedmont School, Inc., and that said entity is the owner of the real property described in the application referenced above, and that by authority duly given Holly Myers has signed the application in its name and acknowledged on behalf of The Piedmont School, Inc. the due execution of the application;

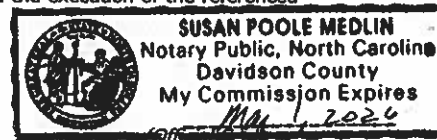
-OR-

2) Attorney-in-fact for _____ who is/are the property owner(s) of the real property described in the application referenced above, and has signed the application referenced above for and in behalf of said owner(s), and that his/her authority to execute and acknowledge said application is contained in an instrument granting him/her power of attorney, being recorded in the _____ on the _____ day of _____, and that the said _____ has acknowledged the execution of the referenced application for the purposes expressed therein.

Witness my hand and official seal, this 15 day of July, 2024

Susan Poole Medlin Notary Public

My commission expires May 1, 2026



**The Piedmont School
Board Meeting
February 20, 2024**

Present: Doris Brown, Keith Burris, Pam Garner, Stan Gordon, Kori Mackall, Jennifer Mays, Holly Myers, Teresa Owens, Penny Rowe, Jay Simpson, Stacy Creed, Mariann Tillery

Absent: Donna Cumby, John Anderson, Alicia Hurley

Call to Order Stan

Welcome/ Mission Statement

The Piedmont School strives daily to be the educational oasis that quenches the thirst of students who learn differently.

Approval of the November 2023 minutes:

Holly made the Motion to approve the November 2023 minutes.

Jennifer seconded the motion

Vote: Unanimous vote to approve the November 2023 minutes as submitted

Discussion: None

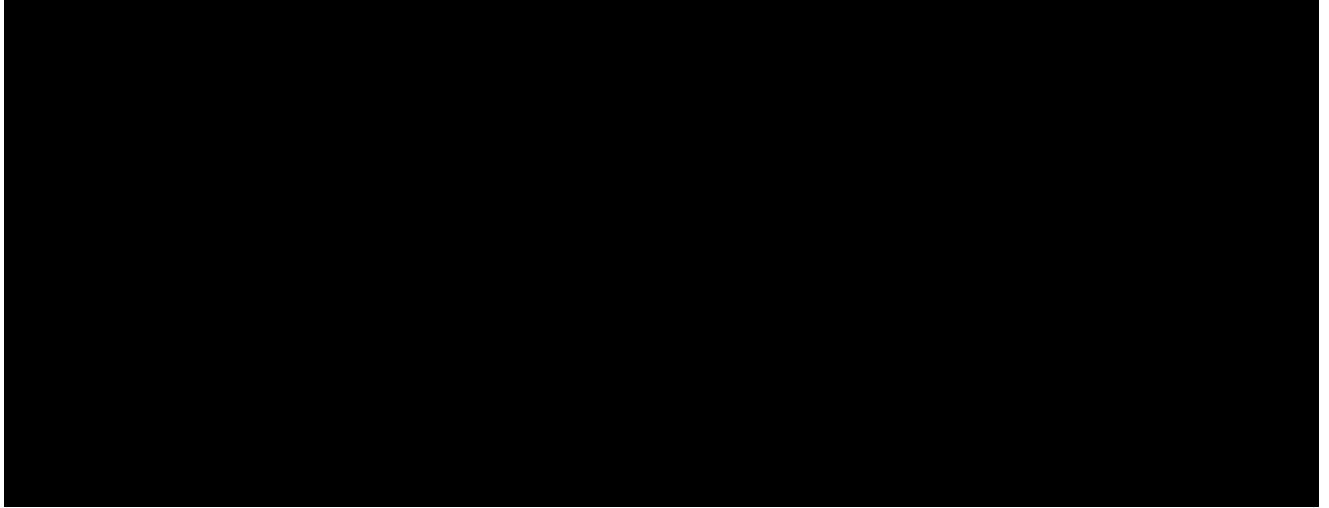
Head of School Report Kori • This report will be put on the Board Portal for Board review

- Lost 3 students, but filled the seats plus 1
- 85 students currently enrolled
- March 1st re-enrollment for current students open
- Annual fund goal was met in December
- Kori is reconnecting with donors, organizations
- Applied for Congdon foundation capacity grant: proposal supporting a faculty position to build alternate pathway for high school students in need.
- 15 New windows are installed
- Trees taken down from a neighbor's yard
- Living Wax Museum was last week. Great event
- Pam was surprised by the celebration of her 25 years at TPS
- Possibility of adding E-Sports elective for JYA program
- Lots of Professional Development for Faculty
- Plan to enroll BHP (Business High Point) Nonprofit Learning Lab Series
- Summer Enrichment Program rising K thru rising 6th graders M-F 8-12 Don't have to be TPS family to attend, opens to the public on March 1
- March 21 is the musical at St. Mary's
- March 21 is online auction
- May 17 is JYA graduation

Committee Reports

Finance Committee Keith •

Tuition Increase



Motion to increase enrollment for 2024-25 by 4% made by Penny

Motion to increase the tuition by 4% was seconded by Doris

Vote: Unanimous vote to approve the increase in enrollment by 4%

Discussion: No discussion

Marketing/Development Committee Donna • Donna is absent this evening.

Facilities/Expansion Committee (Stan and Kori) • John is absent this evening

- Handouts provided to Board depicting phases of expansion
- Price Breakout from Fourth Elm
- Reviewed pricing for stages
- City pre-planner suggests putting construction into phases.
- [REDACTED]
- Community Hearing has to be held 30 days prior to any action. Neighbors will be invited, developers have agreed to be here to answer any questions.

Motion made by Penny:

- Schedule a public hearing in March to be held at TPS
- Submit plans to High Point City Council in spring (plan to proceed in stages).

Motion seconded by Stacy

Discussion:

- Do we have the funding? (Jennifer Mays). Yes, finances are available confirmed by Keith
- [REDACTED]

Vote: Unanimous vote to move forward

Trustee Committee Jennifer • Nominees for Board Members:

George Boschini

Tracy Peagram

Allison Andrews

Motion made by Keith Burris for George Boschini, Tracy Peagram and Allison Andrews to become TPS Board Members effective the 24-25 school year

The motion was seconded by Mariann

Vote: Unanimous vote to approve the motion

Discussion: Any concerns that Allison and Penny work at the same school. None noted. Bringing more people with finance experience to the Board is something to consider

Personnel Committee Mariann • Stan, Stacy and Mariann make up the committee

- The primary responsibilities of the committee include:
 - Lead a search for HOS when that position is available
 - Accept parent complaints and determine appropriate action (need to clarify what the appeal process consists of)
 - Create and facilitate the annual HOS evaluation and staff survey
 - Kori will share the documents previously developed.
 - Personnel Committee intends to meet prior to the next Board meeting

Old Business

Grading and earthworks: Discussed above

Capital campaign: Donna is absent. Marketing committee did meet. Will discuss at the next Board meeting

New Business

2024-2025 Executive Board member discussion and vote

Motion made by Keith for Holly Myers to assume the position of Board Chair (Executive Board), for Jennifer Mays to assume the position of Secretary (Executive Board) and for Penny Rowe to assume the position of Treasurer (Executive Board) effective June 1, 2024.

Motion seconded by Mariann

Vote: Unanimous vote to approve

Discussion: At this time we do not have a person for VP. We could choose to have a lapse year, without a VP. Discussion about how to move forward.

No decision, will discuss at the next Board meeting.

May 14, 2024 is the next scheduled

Meeting Meeting adjourned at 7:10 pm

FROM: Will Quick, Otis Walker
TO: City of High Point, Planning and Development Department
DATE: 16 July 2024
RE: Special Use Permit Application for The Piedmont School and John Yowell Academy (Guilford County Tax Parcel No. 201442)

This memorandum is attached to the special use permit (“SUP”) application for The Piedmont School & John Yowell Academy (“TPS”). The SUP application references specific sections of this memorandum.

The SUP application is for an expansion of TPS’s existing location at 819 Old Mill Road, High Point, North Carolina (Guilford County Parcel No. 201442) (the “Property”). The Property is 15.26 acres and is currently zoned R-3 (Outside Core City). An additional 1.16 acres (Parcel No. 201438) are under common ownership bordering the main Property to the East along Old Mill Road.

I. Uses (proposed use)

Proposed Use: School (Major/Minor)

The proposed use is not a change from the Property’s existing use. Instead, this SUP application is being sought to expand educational services already being provided at the Property and to accommodate a projected increase in student enrollment of 70–90 students at the end of buildout.

TPS is a private school focused on serving students with attention-deficit/hyperactivity disorder or language-based learning disorder (ADHD/LD) diagnoses. TPS was founded in 1982. In 1999, TPS completed construction on and moved into its current facilities on Old Mill Road.

In the fall of 2014, TPS offered its first high school level class for ninth graders. Since then, the high school program has grown quickly and culminated with the first graduate in May of 2017. In 2017, it was announced that the high school program would be renamed to become its own entity at TPS, the John Yowell Academy. Total enrollment at this time is approximately 80 to 100 students. While TPS could conceivably accommodate additional enrollment in its existing space, its mission of serving ADHD/LD students requires small class sizes with intentionally low teacher to student ratios.

Attachment to SUP Application for TPS

TPS's current building on the Property consists of approximately 10,200 square feet of built classroom, library, administrative, and common (or flex) space. To accommodate its student body, TPS is currently forced to use two modular classrooms (trailers).

With continued growth in student enrollment, TPS now seeks to expand its facilities to accommodate that growth over a series of phases, (see Exhibit 1 to this Attachment for a visual depiction of the phases). This additional space will be used for the following purposes:

- Separate, dedicated space for upper and lower schools, including bathroom facilities;
- Dedicated space for art, music and science (including storage);
- Space for dining and library needs;
- Intentional athletics and physical education space, particularly for the upper and high school students; and
- Assembly space.

With the increased space, TPS will be able to remove its existing modular classrooms as part of phase 1.

II. Conditions

In support of its SUP application, TPS proposes that the following conditions, be incorporated into the SUP:

- A Special Use Permit Phasing Plan, (see Exhibit 1 to this Attachment for a visual depiction of the phases);
- Restrictions on location of service areas (trash, recycling);
- Lighting restrictions for athletic fields;
- Bleacher restrictions for athletic fields; and
- Restrictions on vehicle access points.

Proposed language for each of these conditions is attached to this memorandum as Exhibit 2.

III. Required Findings

A. The use will not materially endanger the public health or safety.

The proposed expansion of the existing school facilities does not pose a risk to the public. TPS has been operating on the Property since 1999, without issue. Its expansion will accommodate its plans for a modest increase in student enrollment of 70–90 students. This modest increase will not change how the use of Property affects the public health or safety of the surrounding community.

Further, the proposed special conditions will ensure that TPS's expansion minimizes any impact to adjacent properties. By phasing expansion, the SUP will limit the impact during construction

Attachment to SUP Application for TPS

to surrounding areas. By restricting lighting and outdoor bleachers, TPS is limiting the light and noise pollution to surrounding properties. Proposed conditions of the SUP also ensure the safety of pedestrians and drivers along Old Mill Road are taken into consideration.

B. The use meets all required standards, conditions and specifications of the Development Ordinance, and any additional restrictions imposed pursuant to [sic] Section 9-3-14(d) Greater Restrictions.

This application complies with standards in the City of High Point's Development Ordinance. Chapter 3, Section 3.3.2 states that R-3 allows "[c]omplimentary uses such as open space, *schools*, utilities, religious institutions, and recreational facilities" (emphasis added). Therefore, continued use of the Property as a School is an allowable use in the R-3 district. Additionally, TPS's proposed condition to restrict access to a single point along Old Mill Road meets the standards of Section 4.3.3.C.2. There will be no access from adjoining residential local streets.

C. The use will not substantially injure the value of adjoining or abutting property.

The SUP does not seek a new use for the Property. All adjoining or abutting properties currently share a property line with a school and they will share a property line with a school after the project is complete. TPS has been operating at the Property since 1999. The SUP seeks to add to already existing educational facilities, not to fundamentally change the use of the Property. Property values in adjacent properties have not been harmed by TPS's presence over the past two decades, and these additions will not alter that history. There will be no negative impact to property values of adjacent lands from this continued use.

TPS's expansion is also relatively modest in comparison to size of the Property. There is more than adequate space to accommodate its goals.

Additionally, there has been residential growth around the campus since its constructions, and its presence is an attribute to the neighborhood, not a detriment. Indeed, during the citizen information meeting, several residents expressed their support for TPS's expansion plans. (See Exhibit 3 to Memorandum).

TPS further contends that the incorporation of its proposed conditions will ensure that its expansion is done in a way that minimizes impact to adjoining parcels.

Finally, TPS expects to support its position during the quasi-judicial hearing with competent evidence admissible before Council in the form of testimony from a person or persons qualified to speak to the effect of the proposed development on the value of surrounding properties.

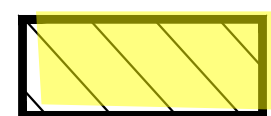
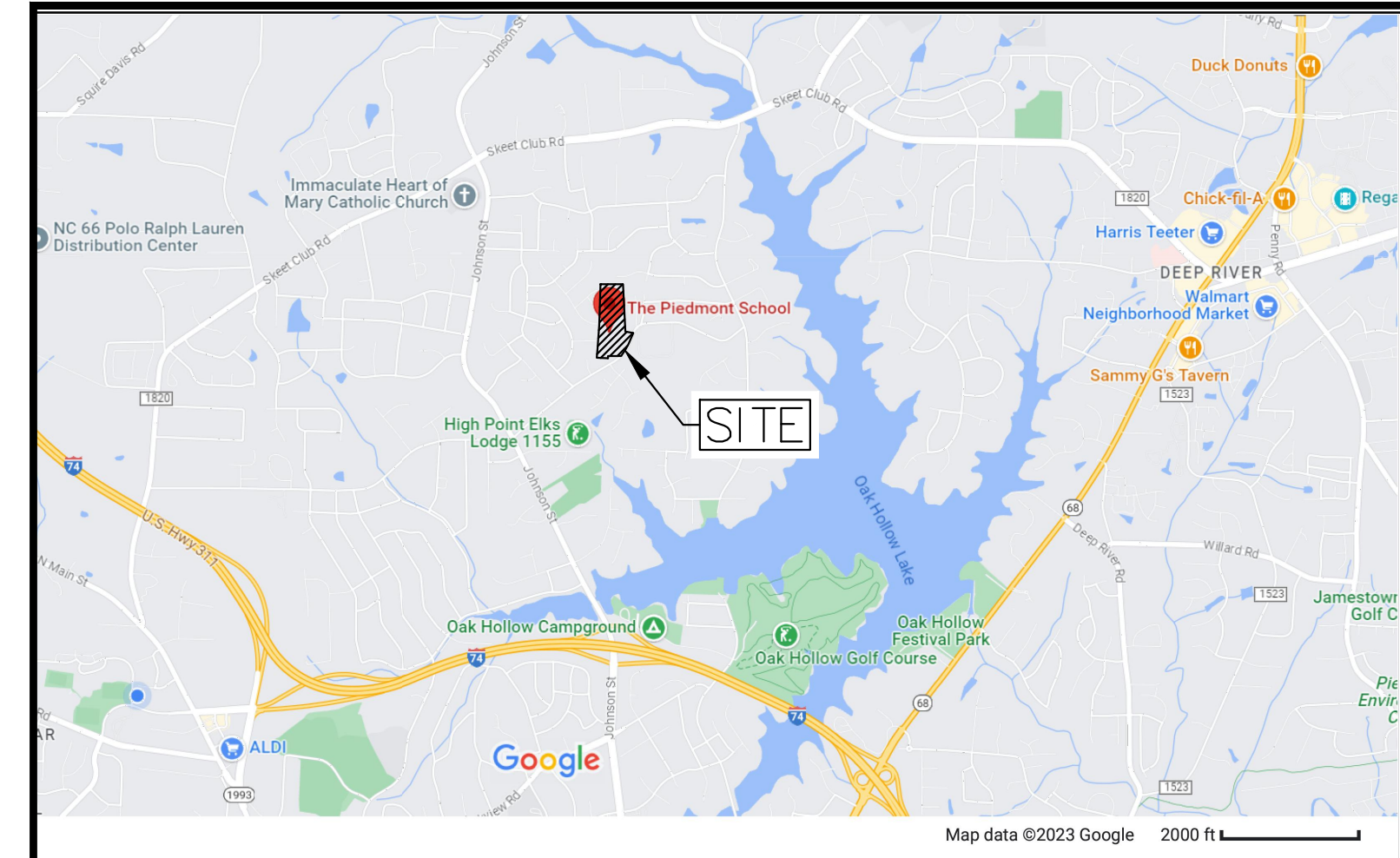
D. The location and character of the use will be in harmony with the area in which it is located and in general conformity with the plan of development of the city and its environs.

TPS's proposed expansion is in harmony with the surrounding area and in conformity with the High Point 2045 Comprehensive Plan. TPS has a positive track record of success in the community and at its current location. The expansion does not risk changing the character of the surround community as this use has been in harmony with the neighborhood for many years, and the incorporation of the proposed conditions will ensure that further development with Property remains consistent with the neighborhood character. The proposed development is also in conformity with all applicable ordinances and regulations.

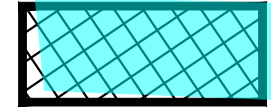
Looking forward, the High Point 2045 Comprehensive Plan anticipates that the area around TPS should remain "Suburban Neighborhood"—one of the secondary uses of a Suburban Neighborhood is education. Granting this application is, therefore, in harmony with the City's strategic vision.

Granting the application is also aligned with the City's goals. One community outcome goal from the 2045 Comprehensive Plan is to make High Point a place that families and business choose over Winston-Salem and Greensboro. (High Point 2045 Comprehensive Plan, page 49). Granting TPS's application will help achieve that goal by expanding services to families with ADHD/LD children in High Point. Indeed, TPS may even attract families from other communities to locate here as a result of its specialized approach to educating ADHD/LD children.

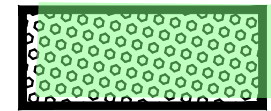
Exhibit 1



PHASE 1: INCLUDES ATHLETIC FIELDS (NO LIGHTS OR BLEACHERS), SCM, PARKING, BUILDING ADDITIONS FOR CLASSROOMS AND ADDITIONAL BATHROOMS, PLAYGROUND RELOCATION, SIDEWALK



PHASE 2: INCLUDES NEW BUILDING ADDITION (SCIENCE, LOBBY, DINING, RESTROOMS), CONVERT COMMON SPACE INTO LIBRARY SPACE.



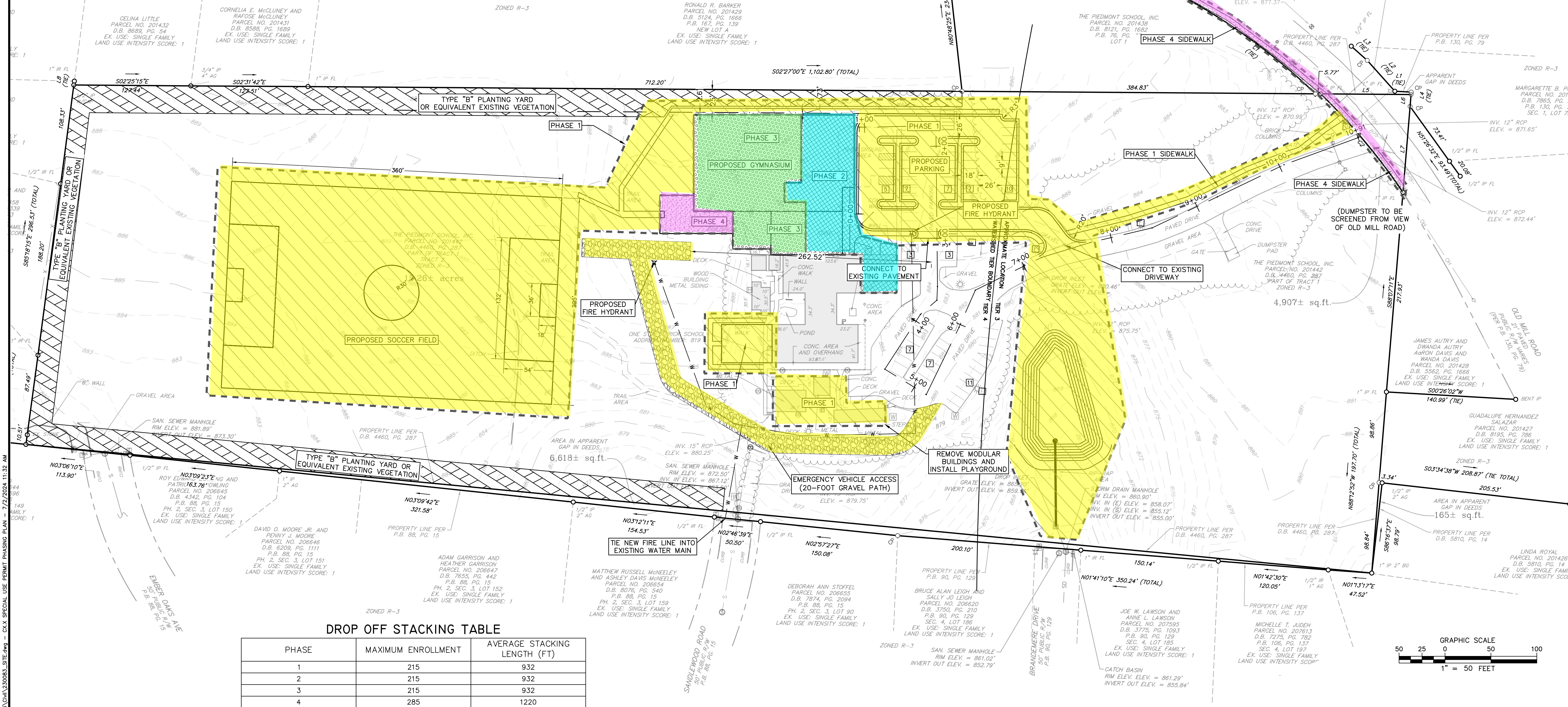
PHASE 3: INCLUDES GYM, STAGE, ART, MUSIC, AND MUSIC STORAGE.



PHASE 4: INCLUDES CLASSROOMS, STAFF WORKROOM, SIDEWALK.
THIS PHASE WILL INCREASE ENROLLMENT BY 70-90 STUDENTS.

GENERAL NOTES:

- OWNER:
THE PIEDMONT SCHOOL INC.
PO BOX 1550
HIGH POINT, NC 27261
- ADDRESS OF SITE:
819 OLD MILL ROAD
HIGH POINT, NC 27261
- PARCEL NUMBER:
201442
- ACREAGE:
±15.26 ACRES
- DEED REFERENCES:
DB 4460 PG 287
- PLAT REFERENCES:
PB 76 PG 37
- PROPOSED USE:
SCHOOL (MAJOR)
- EXISTING ZONING:
R-3 (OUTSIDE CORE CITY)
- WATERSHED:
OAK HOLLOW LAKE CRITICAL AREA (WCA)
TIER 3 AND TIER 4
- EXISTING BUA:
1.36 AC
- PROPOSED BUA:
1.32 AC
- TOTAL BUA:
2.68 AC
- TOTAL REQUIRED PARKING:
54 PARKING SPACES (1.5 PER EACH CLASSROOM)
- PROPOSED PARKING:
67 PARKING SPACES TOTAL
- REQUIRED HANDICAP SPACES:
REG. SPACES
VAN SPACES
- THE TYPE "B" PLANTING YARD IS TO HAVE A MINIMUM WIDTH OF 20FT, AND AN AVERAGE WIDTH OF 25FT. THE PLANTING RATE SHALL BE 4 CANOPY TREES, 6 UNDERSTORY TREES, AND 25 SHRUBS PER 100 LINEAR FEET



DROP OFF STACKING TABLE

PHASE	MAXIMUM ENROLLMENT	AVERAGE STACKING LENGTH (FT)
1	215	932
2	215	932
3	215	932
4	285	1220

DRAWING NAME: P:\2023\230083\001\230083 SITE.dwg - 7/2/2024 11:32 AM

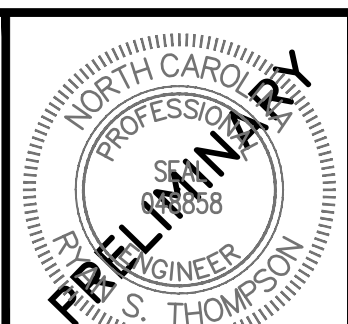
REV	DATE	DESCRIPTION	BY	PROJECT	230083
1				DATE	SEPT. 2023
2		DESIGNED	EM		
3		DRAWN	RHG		
4		CHECKED	RT		
5		SCALE	AS NOTED		
6		SURVEYED	N/A		

THE SCALE BAR SHOWN BELOW MEASURES ONE INCH LONG ON THE ORIGINAL DRAWING.

811
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PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION

SPECIAL USE PERMIT PHASING PLAN
THE PIEDMONT SCHOOL
819 OLD MILL ROAD
HIGH POINT, NORTH CAROLINA
GUILFORD COUNTY

SHEET NO.
CX.X
OF ____

Exhibit 2

**SPECIAL USE PERMIT 24-_____
CITY OF HIGH POINT, NORTH CAROLINA**

**July 16, 2024 (Submitted)
THE PIEDMONT SCHOOL**

USE: School use for both elementary and secondary instruction (K to 12th grade) subject to the specific conditions listed in this Special Use Permit.

CONDITIONS:

- Development of the site shall be generally consistent with the attached Special Use Permit Phasing Plan with phasing to proceed as follows:
 - Phase 1: Includes athletic fields (no lights or permanent bleachers); stormwater control measures; parking; entrance drive and related sidewalk; building addition for classrooms and additional bathrooms; removal of modular classrooms; and playground relocation.
 - Phase 2: Includes new building addition (science labs, lobby, dining, and restrooms); conversion of common space into library.
 - Phase 3: Includes construction of gym, stage, art and music space, and music storage space.
 - Phase 4: Includes construction of additional classrooms and staff workroom (expected to allow enrollment increase of 70-90 students); sidewalk frontage along Old Mill Road. Final configuration of parking, athletic fields, pedestrian paths, etc. may shift within designated areas depicted on the phasing plan.
- During Phases 1 to 4 as described above, maximum school enrollment shall not exceed 155, students which represents the maximum classroom occupancy permitted as of the date of adoption of this Special Use Permit. Upon completion of the construction contemplated in Phase 4, this condition shall be of no effect and the maximum school enrollment shall be consistent with what is allowed under relevant Building Code or other regulation.
- All service areas (dumpsters, recycling containers, etc.) shall be located no closer than one-hundred (100) feet from adjacent residentially zoned property.
- There shall be no outdoor recreation lighting, outdoor assembly lighting, or similar athletic field/stadium lighting permitted on the site. This prohibition shall not apply to commonly used, exterior lighting where the mounted height is no greater than 35 feet above grade, whether mounted on poles, walls or by other means, adjacent to exterior walkways or structures, in parking lots, along the entrance drive, or otherwise used to light areas for safety and security reasons.

- There shall be no permanent bleachers or grandstand seating allowed at any athletic field on the site. Only mobile or temporary bleachers of no more than ten rows shall be allowed on and around athletic fields.
- Access Conditions:
 - Old Mill Road: The School shall be allowed one (1) access point on Old Mill Road.
 - No Other Access Points: The School shall not be allowed access points to any other public roads.
 - Before proceeding to Phase 4, the owner shall seek a determination from the Director of Transportation regarding the necessity of a traffic impact analysis. In the event a required analysis indicates that unsatisfactory levels of service will occur on Old Mill Road as a result of enrollment increases, the owners shall apply to and seek approval from the Director of Transportation for the location and design of reasonable improvements to the access point to be completed as part of Phase 4.
- Sidewalk along Old Mill Road, as depicted in the Special Use Permit Phasing Plan, shall be installed before the completion of Phase 4 or by December 31, 2029, whichever is sooner. Such installation shall be consistent with any revisions necessary to accommodate necessary improvements along Old Mill Road following a traffic impact analysis, if required.

Exhibit 3

The Piedmont School & John Yowell Academy
Summary Report on Citizens Information Meeting for Special Use Permit
Held June 18, 2024 at 5:30 PM
815 Old Mill Road, High Point

The Citizens Information Meeting (“CIM”) was held at 5:30 PM on Tuesday, June 18, 2024, on site in the common/dining area of The Piedmont School & John Yowell Academy (“TPS”). A notification letter was mailed to 78 resident addresses on June 6, 2024. A copy of the mailing list and template letter with its enclosures are attached as **Exhibits A** and **B**, respectively. As the letter states, TPS seeks a Special Use Permit in order to improve and expand its existing facilities at 815 Old Mill Road, High Point (Tax Address listed as 819 Old Mill Road, High Point; Parcel No. 201442).

The meeting was conducted by TPS counsel Will Quick with an introduction from TPS Head of School Kori Mackall. The following project team members assisted in responding to citizen questions:

- TPS Board Members Holly Meyers (Chair) and Stan Gordon (Immediate-Past Chair)
- Architect Rick Brown from Boomerang Design
- Engineer Eddie MacEldowney from Davis Martin Powell Engineering and Surveys
- General Contractor Richard Alexander from Fourth Elm Construction

Twenty (20) persons not affiliated with the project team attended the meeting. An attendance list is attached as **Exhibit C**.

Ms. Mackall began the meeting by welcoming the community. Thereafter, counsel explained the Special Use Permit process and summarized the school’s plans and proposed conditions using a PowerPoint presentation. A copy of the PowerPoint is attached as **Exhibit D**. Following the presentation, the project team took feedback and questions from the attendees. Overall, it was a positive discussion with several attendees thanking TPS for the thorough presentation and expressing support for the project moving forward. Specific discussion surrounded the following topics:

- Environmental impact: Surrounding residents asked about the future design of stormwater control measures and impact on various bordering properties with the increase in impervious surface. Mr. MacEldowney responded to these questions pointing out storm control measures included on the SUP Phasing Plan and discussed generally the City requirements the project would be required to meet if construction moves forward.
- Lighting: These questions primarily surrounded the meaning of the proposed condition to restrict lighting on the athletic fields. TPS team members explained that commonly used exterior lighting around parking lots, walkways, and other areas where light was

needed for safety and security reasons would still be used, but that the lighting plan for those would have to meet City requirements during the building permit process.

- Use of outdoor athletic fields: Attendees had questions regarding the type of athletic events the school would hold, the timing of those events, and the anticipated number of visitors at peak times. Project team members explained that by restricting the lighting around the field, events would need to end before dark throughout the year. Ms. Mackall gave an overview of the school's current athletics program and future expectations with enrollment increases.
- Clearing of wooded area and proposed buffer yard: Surrounding residents inquired about the plans for clearing where the athletic field will go and the buffer yard shown on the SUP Phasing Plan. Some residents noted that cleaning up the dead trees and vegetation may help with concerns they've had about wildlife coming onto their property from the current wooded area.
- Traffic impact/sidewalk installation: Comments on this topic were generally accepting of the proposed condition to require a determination from the City of whether a traffic impact analysis was needed prior to initiating Phase 4 of the project and to complete required work and sidewalk installation during that phase. One resident expressed concern generally with widening Old Mill Road, though not necessarily in conjunction with this project. Another asked where the proposed sidewalk would end and whether additional sidewalk would be installed along Old Mill Road.
- Enrollment plans: Attendees inquired about the enrollment plans for TPS versus what would be the maximum allowed by building code. Team members responded to these questions.
- Project timeline: Attendees inquired about the anticipated timeline and the impact of construction on the school year at TPS. Team members respond to these questions.

Exhibit A

ADAMS, THOMAS JAMES;ADAMS, AMY D
3825 SANDLEWOOD RD
HIGH POINT, NC 27265

ALAMOUDI, KHALID
1406 SPRING TREE CT
HIGH POINT, NC 27265

ALVARADO, BLANCA REYES
1328 PRIMROSE LN
HIGH POINT, NC 27265

AMH NC PROPERTIES LP
23975 PARK SORRENTO STE 300
CALABASAS, CA 91302

AUTRY, JAMES;AUTRY, DWANDA;AUTRY, AARON
DAVIS;AUTRY, WANDA
811 OLD MILL RD
HIGH POINT, NC 27265

BAIG, MIRZA SHAHAB;BAIG, SARAH
1858 YATES MILL CT
HIGH POINT, NC 27265

BARBEE, HARVEY WAYNE;BARBEE, VONDA A
1313 HEATHERBROOK DR
HIGH POINT, NC 27265

BARKER, RONALD R
839 OLD MILL RD
HIGH POINT, NC 27265

BATTS, JEFFREY OWENS;BATTS, CLAIRE K
3832 SANDLEWOOD RD
HIGH POINT, NC 27265

BELCHER, DONNA
2163 GLEN COVE WAY
HIGH POINT, NC 27265

BOWLING, ROY EDWARD;BOWLING, PATRICIA N
1320 EMBER OAKS AVE
HIGH POINT, NC 27265

BOWMAN, JOSEPH H;BOWMAN, KELLY S
PO BOX 124
LELAND, NC 28451

BUCHANAN, HAROLD L;BUCHANAN, DEBBIE A
1321 EMBER OAKS AVE
HIGH POINT, NC 27265

CHAUDHRI, EZA LIAQAT;CHAUDHRI, IMRAN
NADEEM
3975 NETHERSTONE LN
HIGH POINT, NC 27265

CHU, CHINH;CHU, SOUANSAVANH
1320 PRIMROSE LN
HIGH POINT, NC 27265

CHURCH OF GOD OF PROPHECY OF NORTH
CAROLINA INC
PO BOX 699
JAMESTOWN, NC 27282

CUMMINGS, GINA NICOLE
3980 JORDANS MILL CT
HIGH POINT, NC 27265

DAVIS, ROGER A;DAVIS, HEIDI HOWELL
1308 EMBER OAKS AVE
HIGH POINT, NC 27265

DIAZ BARRIENTOS, LUIS ALBERTO;VALDEZ,
VERONICA TAPIA
2171 GLEN COVE WAY
HIGH POINT, NC 27265

FKH SFR C2 LP
1850 PARKWAY PL STE 900
MARIETTA, GA 30067

FRANKEL, MICHELLE T
1408 SPRING TREE CT
HIGH POINT, NC 27265

FURR, MARK S;FURR, MARY
3502 BRANDEMERE DR
HIGH POINT, NC 27265

GAMMONS, JAMIE C
1859 YATES MILL CT
HIGH POINT, NC 27265

GARRISON, ADAM;GARRISON, HEATHER
3800 MONTCLAIR CT
HIGH POINT, NC 27265

GRICKS, TODD ALAN JR;SALZLER-ALBAUGH,
MORGAN FAITH
1403 SPRING TREE CT
HIGH POINT, NC 27265

HALL, AUDRETTA L
1715 CREEKVIEW DR
CLAYTON, NC 27520

HAMRICK, TONY ALFRED;HAMRICK, SARA W
1304 EMBER OAKS AVE
HIGH POINT, NC 27265

HAWLEY, THEODORE A JR;HAWLEY, BELINDA R
3829 SANDLEWOOD RD
HIGH POINT, NC 27265

HONG, NIKKI;HONG, UPYO
1316 PRIMROSE LN
HIGH POINT, NC 27265

HORNE, BILLY G;HORNE, EDITH L
3833 SANDLEWOOD RD
HIGH POINT, NC 27265

JOHNSON, DANIEL E;JOHNSON, NICOLE E
2174 GLEN COVE WAY
HIGH POINT, NC 27265

JONES, DEANNA;JONES, LESLIE
3508 BRANDEMERE DR
HIGH POINT, NC 27265

KERN, LESLIE CATHERINE;KERN, ALLEN LAMONT
1309 EMBER OAKS AVE
HIGH POINT, NC 27265

KEY, STEPHEN B;KEY, KAREN J
1312 PRIMROSE LN
HIGH POINT, NC 27265

KIM, JIYEON
3023 ZACHARYS KEEP CT
WINSTON SALEM, NC 27103

KIRWAN, DOROTHY V;BARKER, RONALD REID
833 OLD MILL RD
HIGH POINT, NC 27265

LAMBETH, SCOTT ALLEN;LAMBETH, MARY
FRANCES L
1317 EMBER OAKS AVE
HIGH POINT, NC 27265

LANKFORD, FRED III;LANKFORD, FRANCES H
3840 SANDLEWOOD RD
HIGH POINT, NC 27265

LAPPING, ALAN F;LAPPING, ANNA F
3509 BRANDEMERE DR
HIGH POINT, NC 27265

LAWSON, ANNE L
3501 BRANDEMERE DR
HIGH POINT, NC 27265

LEGRAND, JOHN O;LEGRAND, KEISHA
2170 GLEN COVE WAY
HIGH POINT, NC 27265

LEIGH, BRUCE ALAN;LEIGH, SALLY JO
3500 BRANDEMERE DR
HIGH POINT, NC 27265

LITTLE, CELINA
4023 GUARAD CT
HIGH POINT, NC 27265

MARTIN, JAMES L JR;MARTIN, SHELIA T
3970 NETHERSTONE LN
HIGH POINT, NC 27265

MCCLUNEY, CORNELIA E;MCCLUNEY, RAFOSE
4019 GUARAD CT
HIGH POINT, NC 27265

MCCUTCHEON, OWEN KENNETH III;MCCUTCHEON,
KAREN M
2178 GLEN COVE WAY
HIGH POINT, NC 27265

MCNEELY, MATTHEW RUSSELL;MCNEELY, ASHLEY
DAVIS
3820 SANDLEWOOD RD
HIGH POINT, NC 27265

MILL POINTE HOMEOWNERS ASSOCIATION INC
PO BOX 26565
GREENSBORO, NC 27415

MONEY, CRAIG D;MONEY, JULIE
1313 EMBER OAKS AVE
HIGH POINT, NC 27265

MOORE, DAVID O JR;MOORE, PENNY J
1314 EMBER OAKS AVE
HIGH POINT, NC 27265

MURPHY, EDWARD H;MURPHY, THAI XUAN
3801 MONTCLAIR CT
HIGH POINT, NC 27265

PENNISI, SALVATORE;PENNISI, LISA
2162 GLEN COVE WAY
HIGH POINT, NC 27265

PIEDMONT SCHOOL INC
PO BOX 1550
HIGH POINT, NC 27261

POWELL, MARGARETTE B
1855 YATES MILL CT
HIGH POINT, NC 27265

PUGH, ARDITH W
3505 BRANDEMERE DR
HIGH POINT, NC 27265

RAFFELSON, MARTIN;RAFFELSON, ELLEN MARIE
3826 SANDLEWOOD RD
HIGH POINT, NC 27265

RAPER, EVELYN COLE
75 EGMONT ST APT 3
BROOKLINE, MA 02446

REID, JANICE M
1323 EMBER OAKS AVE
HIGH POINT, NC 27265

ROYAL, LINDA
801 OLD MILL RD
HIGH POINT, NC 27265

SALAZAR, GUADALUPE HERNANDEZ
805 OLD MILL RD
HIGH POINT, NC 27265

SECOR, MICHAEL S;SECOR, KIMBERLY L
1405 SPRING TREE CT
HIGH POINT, NC 27265

SERAFIN, DAVID S;SERAFIN, BEVERLY A
2182 GLEN COVE WAY
HIGH POINT, NC 27265

SHIVE, JOHN C;SHIVE, SUSAN
1409 SPRING TREE CT
HIGH POINT, NC 27265

SMITH, BRANDIE NICOLE BOYCE;SMITH, ANTHONY
N
2158 GLEN COVE WAY
HIGH POINT, NC 27265

STEWART, KEITH W;STEWART, NADIA A
2166 GLEN COVE WAY
HIGH POINT, NC 27265

STOFFEL, DEBORAH ANN
3821 SANDLEWOOD RD
HIGH POINT, NC 27265

THE LANDING AT WATERVIEW HOMEOWNERS
ASSOCIATION INC
3703 BRANDON DR
HIGH POINT, NC 27265

THE PIEDMONT SCHOOL INC
815 OLD MILL RD
HIGH POINT, NC 27265

THOMAS, JACKIE;THOMAS, JEFFREY L
3978 JORDANS MILL CT
HIGH POINT, NC 27265

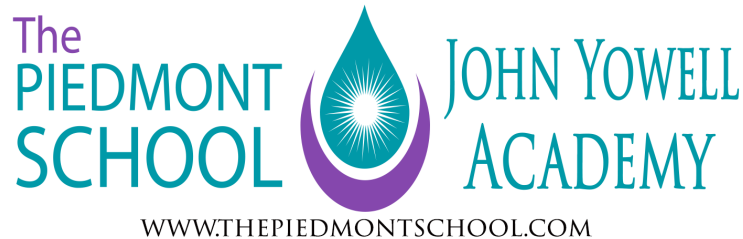
UNDERHILL, JAMES;UNDERHILL, SULAYMA
901 ASHLEY PARK CT
HIGH POINT, NC 27265

WALDEN, AUBREY G;WALDEN, JUDY B
1407 SPRING TREE CT
HIGH POINT, NC 27265

WESTERN NORTH CAROLINA COMMUNITY HOMES
#7 INC
4701 PARK RD
CHARLOTTE, NC 28209

YARBOROUGH-LIGGINS, INEZ;YARBOROUGH-
LIGGINS, RONNIE LIGGINS
1847 MORGANS MILL WAY
HIGH POINT, NC 27265

Exhibit B



June 6, 2024

<<OWNER>>

<<OWNER_MAIL>>

<<CITY>>, <<STATE>> <<ZIP>>

Re: The Piedmont School & John Yowell Academy
Special Use Permit Application

Dear Neighbor,

The Piedmont School & John Yowell Academy ("TPS") invites you to a Citizens Information Meeting on **Tuesday, June 18, at 5:30 p.m.** on **TPS's campus at 815 Old Mill Road, High Point**. This meeting is to discuss TPS plans to improve and expand its facilities as it continues its mission to provide a supportive learning environment for students with ADHD or language-based learning disorder diagnosis. As part of this process, TPS will seek a Special Use Permit from the City of High Point.

You are receiving this letter because you live within 300 feet of our property boundary. Enclosed with this invitation is information from the City of High Point outlining the Citizen Information Meeting and other development processes, as well as a map showing TPS's location.

Our plans include improvements and expansion to provide enriched student experiences in art, music, science, physical education and competitive sports. We are also preparing for enrollment growth over the next two to four years. Our Special Use Permit will set conditions and restrictions on the project. For example, TPS plans to add an athletic field, but will restrict the use of stadium style lighting to reduce the impact on neighboring residential areas. As our neighbors, your input on our plans is important as we consider how to proceed.

Therefore, we ask that you please join us on June 18 at 5:30 p.m. for a brief presentation. School leadership, the attorney handling our Special Use Permit, and members of our engineering, design and construction teams will be present to discuss our plans and respond to your questions. Once you arrive on campus, please enter through the main entrance and follow the signs to the meeting location.

Your Neighbor,

Kori B. Mackall
Head of School

Exhibit C

Sign-In Sheet

Citizens Information Meeting
The Piedmont School Special Use Permit
June 18, 2024 - 5:30 PM
815 Old Mill Road, High Point

Name

Address

Eddie MacElowney	6415 Old Mill Rd HPRC
SAL & LISA PENNISI	2162 GLEN COVE WAY
Beverly Serafin	2182 GLEN COVE WAY
Ardith Pugh	3505 Brandemere Dr.
ANNE LAWSON	3501 Brandemere DR
Matt & Ashley McNeely	3820 Sandlewood Rd.
Roger Davis	1308 Ember Oaks Ave
Heidi Davis	1308 Ember Oaks Ave
Glenn Walden	1407 SPRING TREE Ct.
Eric Leigh	3500 Brandemere dr.
David Moore	1314 Ember Oaks Ave
Keith Stewart	2166 Glen Cove Way
Ron Barker	833 Old Mill Rd.
Michelle Frankel	336 68 1408 Spring Tree Ct.
Buck Buchanan	Emdor OAKS
Allen Kern	1309 Ember Oaks Ave

Sign-In Sheet

Citizens Information Meeting
The Piedmont School Special Use Permit
June 18, 2024 – 5:30 PM
815 Old Mill Road, High Point

Name

Address

Dwanda Autry

811 Old Mill Rd

Glenn Davis

811 Old Mill Rd.

Wanda Davis

811 Old Mill Rd.

Exhibit D



The **PIEDMONT SCHOOL**
&
JOHN YOWELL ACADEMY

CITIZENS INFORMATION MEETING

for

SPECIAL USE PERMIT

June 18, 2024 – 5:30 PM

815 Old Mill Road, High Point

HIGH POINT ZONING

- R-3 Zoning District: “The R-3 district is established to accommodate principally single-family detached dwellings developed at a density of 3 units an acre, in developments served by public water and sewer. Complimentary uses such as open space, **schools**, utilities, religious institutions, and recreational facilities **are also allowed**.” Sec. 3.3.2.
- Schools require a Special Use Permit in R-3 district. Sec. 4.1.9.
 - Special Use Permits are approved by City Council through quasi-judicial process.
 - “A special use is a use that may be appropriate in a zoning district, but because of its nature, extent, and external effects, requires special consideration of its location, design, and methods of operation before it can be deemed appropriate in the district and compatible with its surroundings.”

SCHOOL HISTORY

- Founded in 1982 as a half-day program to provide intense, proven educational support for struggling ADHD/LD students
- Became a full-day program in 1996
- Current facilities (approximately 10,200 sq. ft) on Old Mill Road completed in 1999 to serve students grades 3-8 with primary grades K-2 added later
- Began serving high school students in 2014 with the first graduate in May 2017; high school program renamed the John Yowell Academy
- Steady growth to where TPS is serving around 80 to 100 students per year in grades K-12

CURRENT CHALLENGES

- Dedicated space for primary, lower/upper school, and high school (including bathrooms)
- Dedicated space for art, music and science (including storage)
- Necessary, but not ideal, use of modular classrooms
- Space for dining and library needs
- Athletics and physical education space, particularly for the upper and high school students
- Assembly space

THE PIEDMONT SCHOOL

City of
High Point,
NC

CONCEPTUAL FLOOR PLAN (by phase)

LEGEND

CR = Classroom



EXISTING BUILDING

- Approximately 10,200 Square Feet



PHASE 1: CLASSROOM ADDITION

- Approximately 2,100 Square Feet



PHASE 2: SCIENCE / LOBBY / DINING / LOBBY ADDITION

- 7,500 Square Feet



PHASE 3: GYM / PLATFORM / ART / MUSIC / STORAGE SPACE ADDITION

- Approximately 12,000 Square Feet



PHASE 4: CLASSROOM AND STAFF SUPPORT ADDITION

- Approximately 3,000 Square Feet



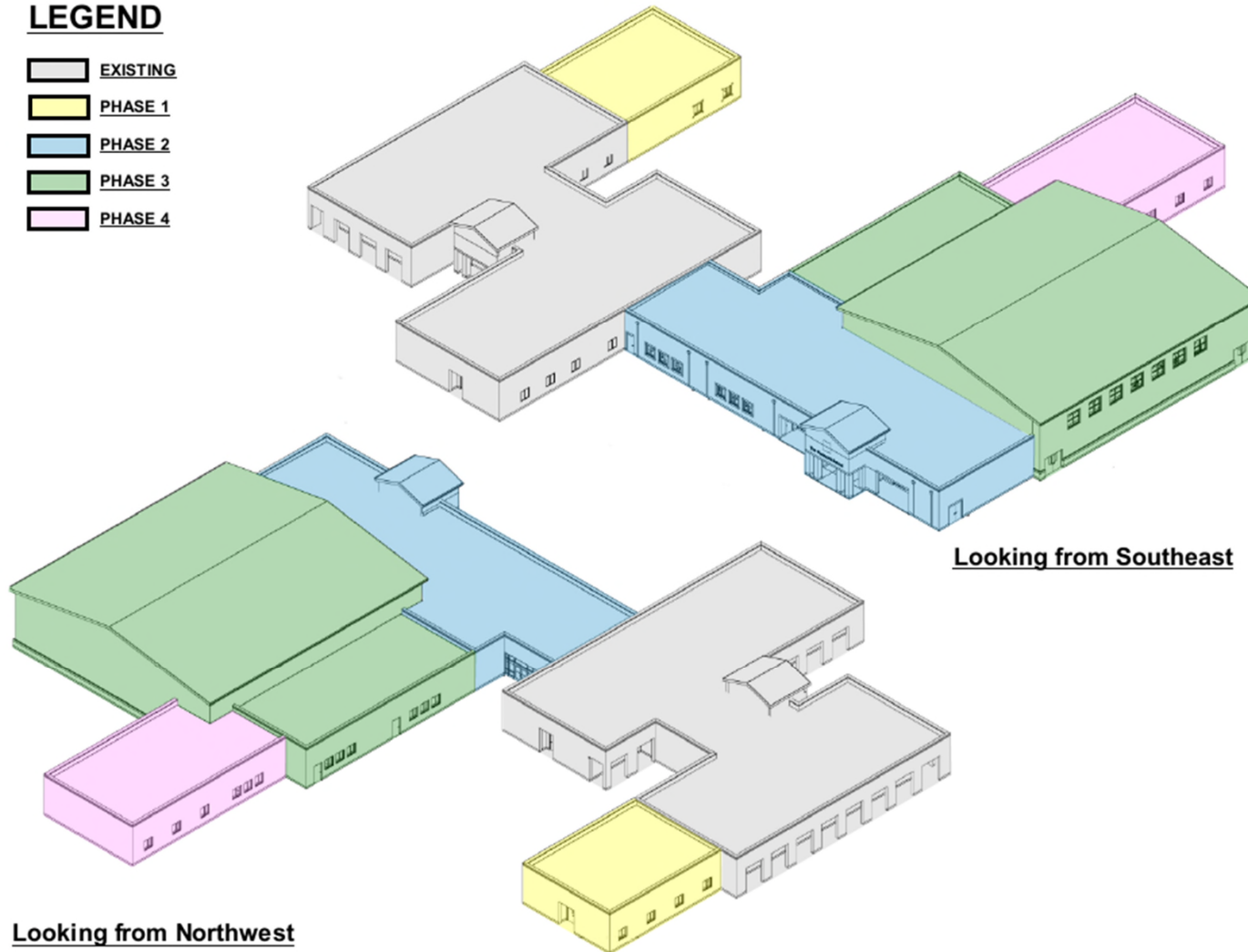
Scale
0' 10' 20'

June 4, 2024



LEGEND

-  EXISTING
-  PHASE 1
-  PHASE 2
-  PHASE 3
-  PHASE 4



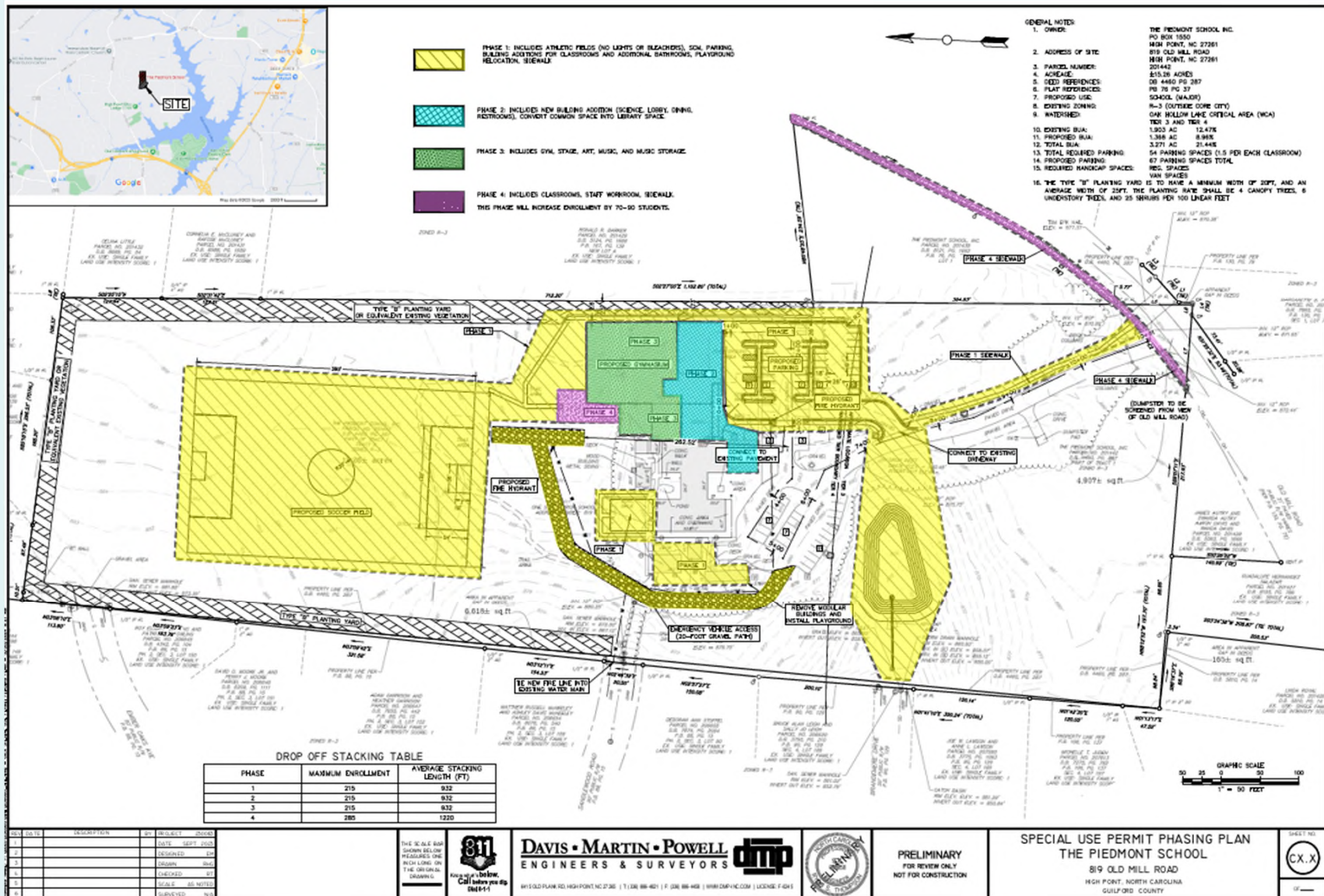
THE PIEDMONT SCHOOL

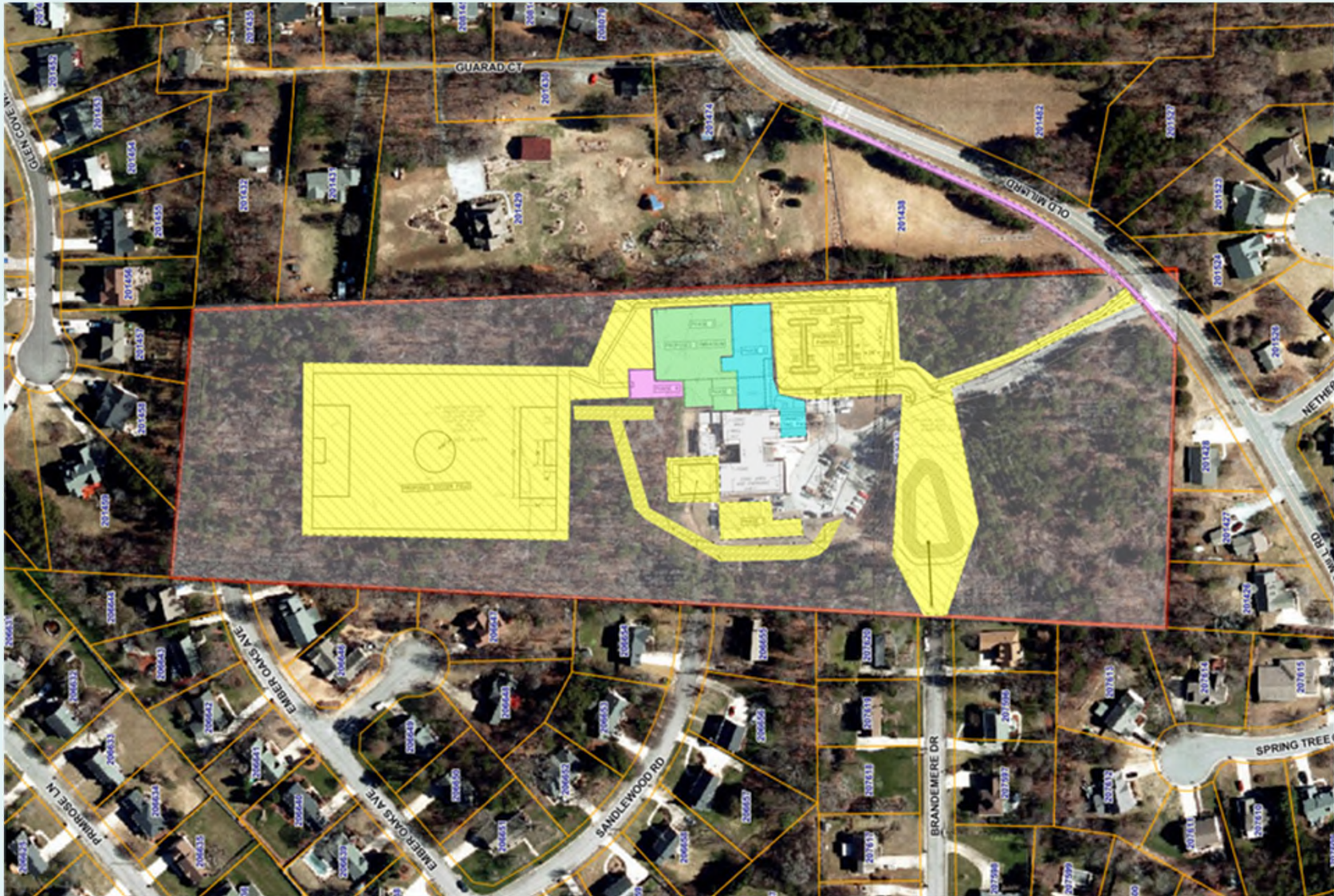
City of
High Point,
NC

CONCEPTUAL
3D MODEL
(by phase)

June 4, 2024





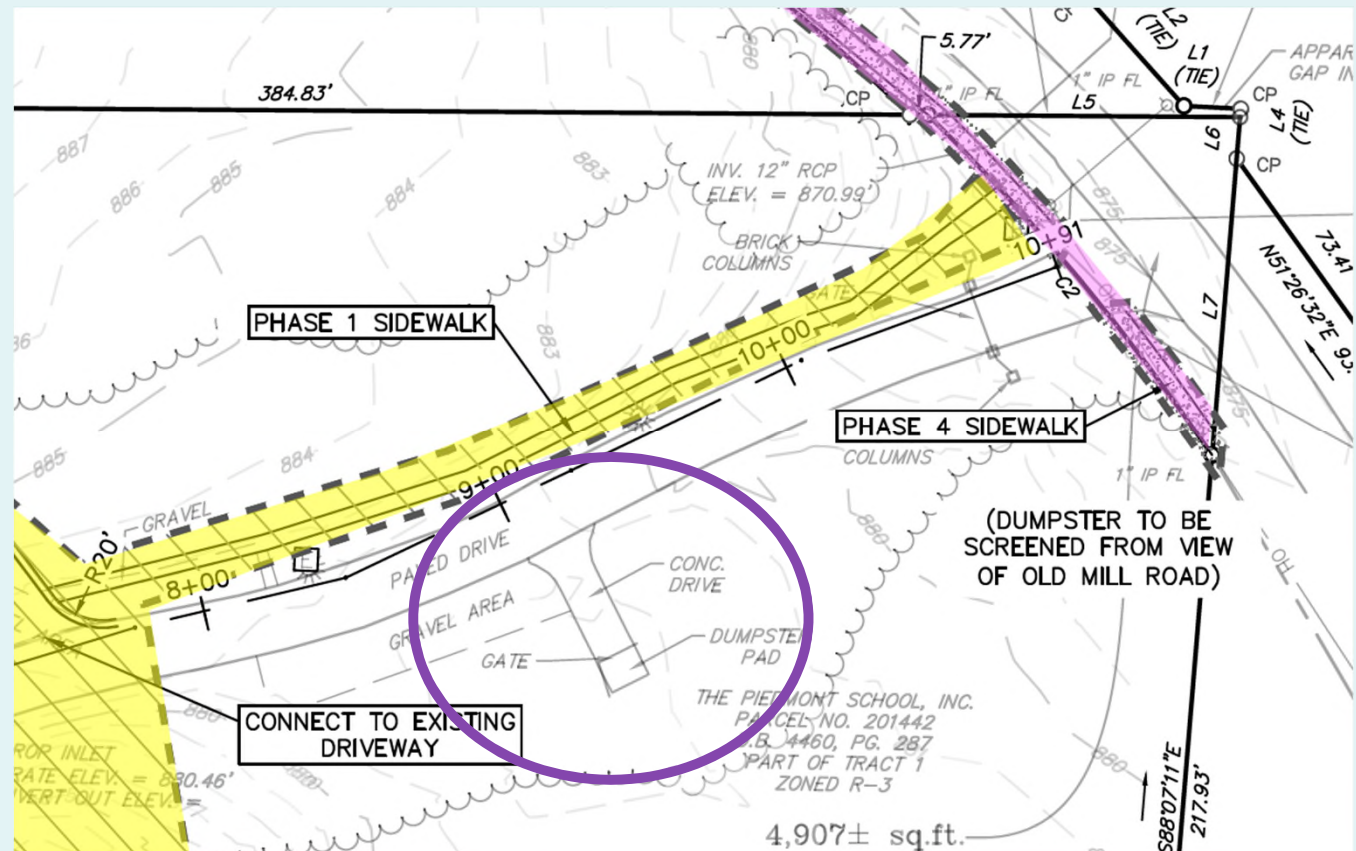


PROPOSED CONDITIONS

- Development of the site will be generally consistent with the Special Use Permit Phasing Plan
 - Phase 1: Includes athletic fields (no lights or bleachers); stormwater control measures; parking; entrance drive and related sidewalk; building addition for classrooms and additional bathrooms; removal of modular classrooms; and playground relocation.
 - Phase 2: Includes new building addition (science labs, lobby, dining, and restrooms); conversion of common space into library.
 - Phase 3: Includes construction of gym, stage, art and music space, and music storage space.
 - Phase 4: Includes construction of additional classrooms and staff workroom (expected to allow enrollment increase of 70-90 students); sidewalk frontage along Old Mill Road.
- During Phases 1 to 4, maximum school enrollment shall not exceed 155. Upon completion of Phase 4, maximum school enrollment shall be consistent with what is allowed under relevant Building Code or other regulation.

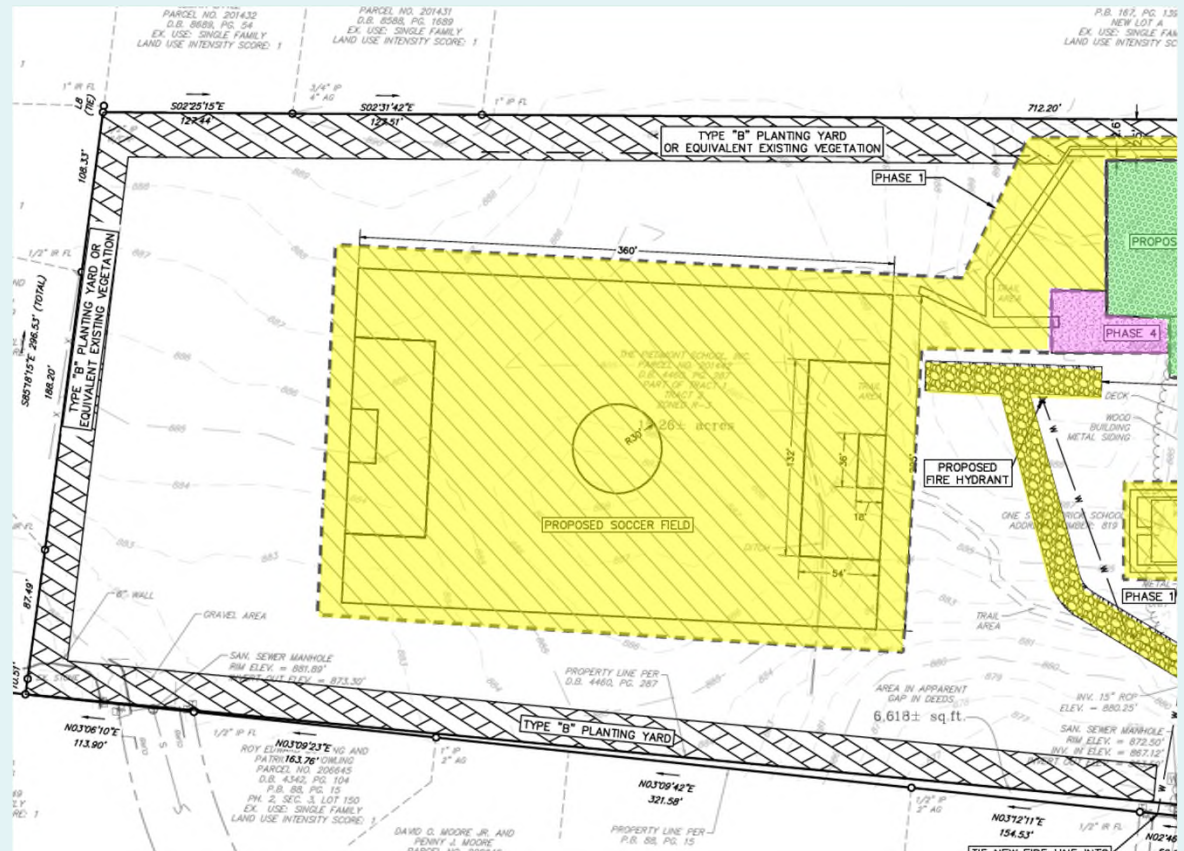
PROPOSED CONDITIONS

- All service areas (dumpsters, recycling containers, etc.) located no closer than one-hundred (100) feet from adjacent residentially zoned property.



PROPOSED CONDITIONS

- No outdoor recreation lighting, outdoor assembly lighting, or similar athletic field/stadium lighting (only commonly used, exterior lighting where the mounted height is no greater than 35 feet above grade adjacent to exterior walkways, in parking lots, or along the entrance drive.)
- No permanent grandstands or stadium style seating; will limit seating to movable bleachers



PROPOSED CONDITIONS

Access Conditions

- One access point from Old Mill Road; will close Sandalwood Drive.
- Before phase 4, must seek a determination from the Director of Transportation regarding the necessity of a traffic impact analysis. If required, will design and seek approval for traffic improvements to be completed as part of Phase 4.
- Sidewalk along Old Mill Road installed before the completion of Phase 4 or by December 31, 2027, whichever is sooner.



QUESTIONS/COMMENTS?

Email: wquick@brookspierce.com



PLANNING AND DEVELOPMENT DEPARTMENT
CITY OF HIGH POINT
BOARD ACTION APPLICATION SIGNATURE FORM

DOWNLOAD, PRINT, SIGN, NOTARIZE (if required), SCAN and UPLOAD FORM TO THE APPROPRIATE RECORD

When the applicant is someone other than the current property owner(s), the signatures of both the current property owner(s) and the applicant must be provided unless a power of attorney authorization is in effect. If a power of attorney is in effect, a properly executed copy is required to be submitted with this application.

I/We, the undersigned, do hereby certify that all information given above is true, complete and accurate to the best of my/our knowledge, and do hereby request action sought by this application. I/We, the undersigned, do hereby understand and acknowledge that if this application is approved, the property described in this request will be perpetually bound by the use(s) authorized and the conditions imposed, unless subsequently changed or amended as provided for in Chapter 2 of the Development Ordinance.

It is further understood and acknowledged that plans for any development to be made pursuant to this zoning map amendment shall be submitted to the City of High Point for review in the same manner as other such plans now required to be approved by the City of High Point.

The signature(s) provided below are for the following application: *(Check one and enter the case (record) number)*

☐ Annexation ☐ Appeal ☐ COA ☐ Plan Amendment
☒ Special Use ☐ Text Amendment ☐ Variance ☐ Zoning Map Amendment

Applicant Signature – Sign when the applicant is different from the property owner(s). Required for Text Amendment applications.

Name (please print legibly)

Company or firm name and/or address

Signature

Property Owner(s) Signature – Required for Annexation, COA, Special Use, Variance and Zoning Map Amendment. If the property owner is a company, corporation, LLC, etc. or if the person signing is attorney-in-fact for the property owner, the signature(s) must be notarized below.

Holly M. Myers

Name (please print legibly)

Name (please print legibly)

Name (please print legibly)

Board of Trustees Chair

Title (i.e. company or corporate officer)

Title (i.e. company or corporate officer)

Title (i.e. company or corporate officer)

815 Old Mill Rd., High Point, NC 27265

Address

Address

Address

Signature

Signature

Signature

Notary Public Certification

State of: North Carolina

County of: Guilford

I, Susan Poole Medlin, a Notary Public for said County and State, do hereby certify that Holly M. Myers personally came before me this day and acknowledged that he/she is the; (complete 1) or 2) below)

1) Holly Myers of The Piedmont School, Inc., and that said entity is the owner of the real property described in the application referenced above, and that by authority duly given Holly Myers has signed the application in its name and acknowledged on behalf of The Piedmont School, Inc. the due execution of the application;

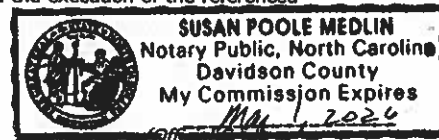
-OR-

2) Attorney-in-fact for _____ who is/are the property owner(s) of the real property described in the application referenced above, and has signed the application referenced above for and in behalf of said owner(s), and that his/her authority to execute and acknowledge said application is contained in an instrument granting him/her power of attorney, being recorded in the _____ on the _____ day of _____, and that the said _____ has acknowledged the execution of the referenced application for the purposes expressed therein.

Witness my hand and official seal, this 15 day of July, 2024

Susan Poole Medlin Notary Public

My commission expires May 1, 2026



STATE OF
NORTH
CAROLINA



504.00
Real Estate
Excise Tax
Guilford County

Excise Tax \$504.00

Recording Time, Book and Page

Tax Lot No.

Parcel Identifier No.

Verified by
by

County on the day of

, 19

Mail after recording to ROBERSON, HAWORTH & REESE, P.L.L.C., P.O. Box 1550, High Point, NC 27261

This instrument was prepared by David L. Maynard, Attorney-at-Law

Brief description for the Index

15.182 acres, Old Mill Road

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 8th day of August, 1996, by and between

GRANTOR

GRANTEE

LAWRENCE R. SELLS and wife, FLORENCE J. SELLS; CHARLES L. SELLS and wife, BLANCHE J. SELLS; PEGGY S. MARION and husband, GAITHER G. MARION; SUDIE S. WARREN and husband, DARRELL L. WARREN; ELAINE S. CLINARD and husband, ROBERT W. CLINARD; BRENDA ANN IDOL REESE and husband, SHELDON M. REESE; GARY W. IDOL and wife, CYNTHIA H. IDOL; WILLIAM KENT SMOTHERS and wife, LEIGH C. SMOTHERS; KIM SMOTHERS HENDRICK and husband, STANLEY E. HENDRICK, II

THE PIEDMONT SCHOOL, INC.

C/o Roberson, Haworth + Reese
P.O. Box 1550
High Point, NC 27261

000287

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of High Point Township,

Guilford

County, North Carolina and more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY REFERENCE, THE SAME AS IF FULLY SET OUT HEREIN.

The Grantors are all of the heirs of Louise Sells Smith along with their spouses.

North Carolina - Guilford County
The certificate (s) of

Katherine Lee Payne
Laschelle E. Miller

979394

RECORDED
KATHERINE LEE PAYNE
REGISTER OF DEEDS
GUILFORD COUNTY, NC

09/19/1996
1 DEEDS
5 DEEDS ADMIN FEE
1 PREPARE FEE
1 EXCISE TAX STAMP

979394 96.00
\$10.00
\$2.00
\$504.00

A Notary (Notaries) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time shown herein.

KATHERINE LEE PAYNE, REGISTER OF DEEDS
Katherine Lee Payne
Assistant/Deputy Register of Deeds

BOOK: 4460
PAGE(S): 0287 TO 0292

09/19/1996 12:17:44

000288

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

.....
(Corporate Name)

By:
..... President

ATTEST:
.....
..... Secretary (Corporate Seal)

.....
(Corporate Name)

By:
..... President

ATTEST:
.....
..... Secretary (Corporate Seal)

USE BLACK INK ONLY

Brenda Ann Idol Reese (SEAL)
BRENDA ANN IDOL REESE

Sheldon M. Reese (SEAL)
SHELDON M. REESE

Gary W. Idol (SEAL)
GARY W. IDOL

Cynthia H. Idol (SEAL)
CYNTHIA H. IDOL

William Kent Smothers (SEAL)
WILLIAM KENT SMOTHERS

Leigh C. Smothers (SEAL)
LEIGH C. SMOTHERS

Kim Smothers Hendrick (SEAL)
KIM SMOTHERS HENDRICK

Stanley E. Hendrick II (SEAL)
STANLEY E. HENDRICK, II

USE BLACK INK ONLY

The property hereinabove described was acquired by Grantor by instrument recorded in Deed Book 1047, page-
189, Guilford County Registry and Estate of Louise W. (Sells) Smith

A map showing the above described property is recorded in Plat Book page

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

This conveyance is made subject to all rights of way, easements and restrictions of record, if any, and that area within the road right-of-way.

000289

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written

.....
(Corporate Name)

By:

..... President

ATTEST:

..... Secretary (Corporate Seal)

.....
(Corporate Name)

By:

..... President

ATTEST:

..... Secretary (Corporate Seal)

Robert W. Clinard (SEAL)
ROBERT W. CLINARD

USE BLACK INK ONLY

USE BLACK INK ONLY

Lawrence R. Sells (SEAL)
LAWRENCE R. SELLS

Florence J. Sells (SEAL)
FLORENCE J. SELLS

Charles L. Sells (SEAL)
CHARLES L. SELLS

Blanche J. Sells (SEAL)
BLANCHE J. SELLS

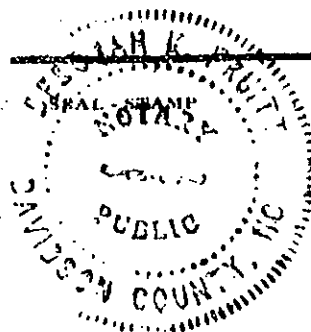
Peggy S. Marion (SEAL)
PEGGY S. MARION

Gaither G. Marion (SEAL)
GAITHER G. MARION

Sudie S. Warren (SEAL)
SUDIE S. WARREN

Darrell L. Warren (SEAL)
DARRELL L. WARREN

Elaine S. Clinard (SEAL)
ELAINE S. CLINARD

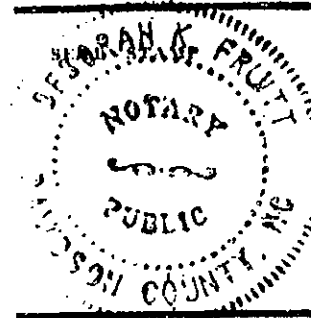


NORTH CAROLINA, Guilford DAVIDSON County.

I, a Notary Public of the County and State aforesaid, certify that Lawrence R. Sells and wife, Florence J. Sells; Charles L. Sells and wife, Blanche J. Sells Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 19th day of August, 1996.

My commission expires: MARCH 10, 1998 Deborah K. Pruitt Notary Public

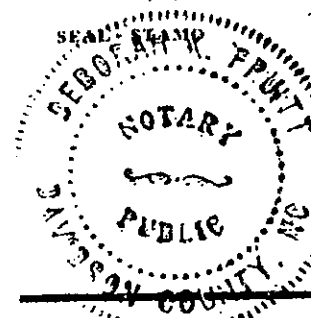


NORTH CAROLINA, Guilford DAVIDSON County.

I, a Notary Public of the County and State aforesaid, certify that Peggy S. Marion & husband, Gaither G. Marion; Sudie S. Warren & husband, Darrell L. Warren Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 19th day of August, 1996.

My commission expires: MARCH 10, 1998 Deborah K. Pruitt Notary Public

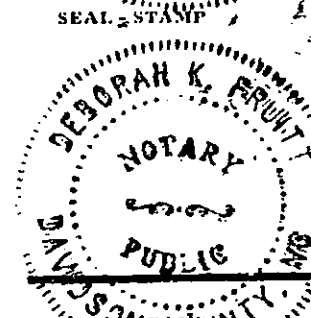


NORTH CAROLINA, Guilford DAVIDSON County.

I, a Notary Public of the County and State aforesaid, certify that Elaine S. Clinard & husband, Robert W. Clinard; Kim S. Hendrick and husband Stanley E. Hendrick, II Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 19th day of August, 1996.

My commission expires: MARCH 10, 1998 Deborah K. Pruitt Notary Public



NORTH CAROLINA, Guilford DAVIDSON County.

I, a Notary Public of the County and State aforesaid, certify that Gary W. Idol and wife, Cynthia H. Idol; William Kent Smothers & wife, Leigh C. Smothers Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 19th day of August, 1996.

My commission expires: MARCH 10, 1998 Deborah K. Pruitt Notary Public

NORTH CAROLINA, _____ County.

I, a Notary Public of the County and State aforesaid, certify that _____

personally came before me this day and acknowledged that _____ he is _____ Secretary of _____

_____ a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____

President, sealed with its corporate seal and attested by _____ as its _____ Secretary.

Witness my hand and official stamp or seal, this _____ day of _____, 19____.

My commission expires: _____ Notary Public

SEAL - STAMP

NORTH CAROLINA, _____ County.

I, a Notary Public of the County and State aforesaid, certify that _____

personally came before me this day and acknowledged that _____ he is _____ Secretary of _____

_____ a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____

President, sealed with its corporate seal and attested by _____ as its _____ Secretary.

Witness my hand and official stamp or seal, this _____ day of _____, 19____.

My commission expires: _____ Notary Public

The foregoing Certificate(s) of _____

_____ are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

_____ REGISTER OF DEEDS FOR _____ COUNTY

By _____ Deputy Assistant-Register of Deeds.

STATE OF MARYLAND

COUNTY OF St Marys

I, Laschelle E. Miller, a Notary Public of the
County of St Marys, State of MARYLAND, do hereby certify
that Brenda Ann Idol Reese and husband, Sheldon M. Reese,
personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

Witness my hand and official seal this 13th day of August,
1996.

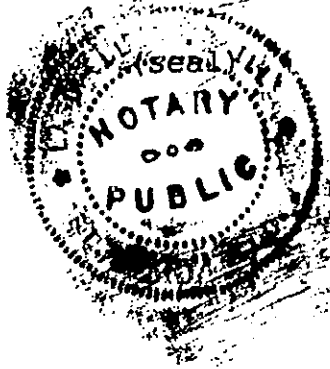
My commission expires:

LASCHELLE E. MILLER

NOTARY PUBLIC STATE OF MARYLAND

My Commission Expires May 12, 1998

Laschelle E. Miller
Notary Public



000291

EXHIBIT "A"

TRACT I:

BEGINNING at an established iron pin on the North side of Old Mill Road, the easternmost corner of Aaron McDaniel (Deed Book 3444, page 2185); running thence South 86 degrees 07 minutes 18 seconds East and crossing Old Mill Road 106.67 feet to a new iron pin; running thence North 00 degrees 30 minutes 06 seconds West and crossing Old Mill Road 98.47 feet to an established iron pin on the North side of Old Mill Road; running thence along the line of Herbert H. Cole and the James Taylor Subdivision, Plat Book 76, page 37, North 00 degrees 30 minutes 06 seconds West 390.54 feet to an established iron pin in the Western line of the James Taylor Subdivision; running thence along the line of the James Taylor Subdivision and Rafose McCluney and Thomas J. Haley North 00 degrees 30 minutes 06 seconds West 967.25 feet to an established iron pin, a corner of Thomas J. Haley in the line of Guarad Crawford; running thence along the line of Guarad Crawford North 83 degrees 18 minutes 55 seconds West 383.61 feet to an existing stone, a control corner; running thence South 04 degrees 58 minutes 20 seconds West 1,471.04 feet to an established iron pin, a control corner in the line of Vincent M. Mandes; running thence along the line of Lawrence Sells and Peggy Miller South 86 degrees 07 minutes 04 seconds East 197.40 feet to an established iron pin, a corner of Aaron McDaniel; running thence along the line of Aaron McDaniel South 86 degrees 07 minutes 18 seconds East 218.38 feet to the point and place of **BEGINNING**. The same containing 15.182 acres, more or less, and shown on survey entitled, Survey for The Piedmont School, Inc. prepared by Davis-Martin-Powell & Associates, Inc., dated June 4, 1996 and designated as Job No. S-37753.

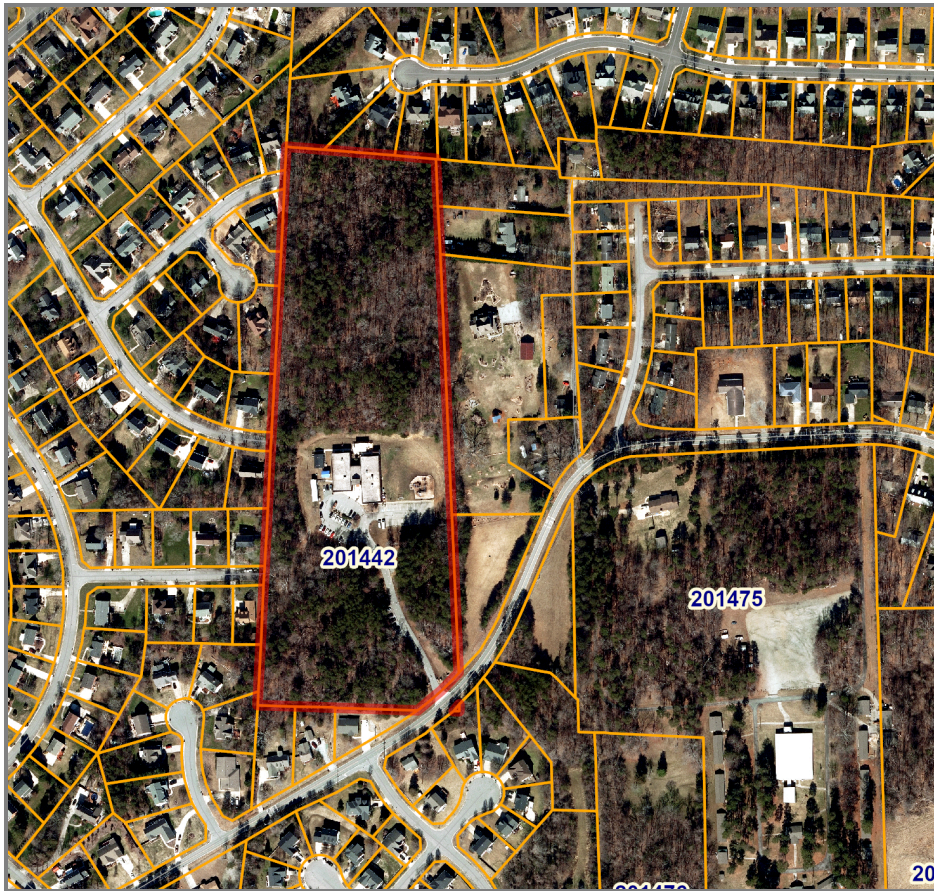
TRACT II:

BEGINNING at an existing stone, the Northwest corner of Tract I shown above; running thence North 83 degrees 30 minutes 25 seconds East 10.41 feet to an established iron pin in the line of Hubert B. Parks; running thence along the line of Hubert B. Parks and crossing the East terminus of Ember Oaks Land and Blairwood Subdivision South 04 degrees 34 minutes 00 seconds West 1,471.36 feet to an established iron pin in the line of Vincent M. Mandes; running thence North 04 degrees 58 minutes 20 seconds East 1,471.04 feet to an existing stone, the point and place of **BEGINNING**. The same containing 0.176 acres, more or less, and being a triangular strip of land lying between Tract I shown above and Blairwood Subdivision, and shown on survey entitled, Survey for The Piedmont School, Inc. prepared by Davis-Martin-Powell & Associates, Inc., dated June 4, 1996 and designated as Job No. S-37753.

The Grantors do not warrant title to this triangular strip of land.

000292

Guilford County, NC



Base Layers

GC_Centerline

Parcels



Parcel Number	201442	Total Out Building Value	5800
PIN	7803102560	Total Land Value	222200
Owner	PIEDMONT SCHOOL INC	Total Deferred Value	0
Mail Address	PO BOX 1550	Bldg Card	1
Mail City	HIGH POINT	Appraisal Model Code	1
Mail State	NC	Deed Data	9/19/1996
Mail Zip	27261	Neighborhood	7803A02
Property Address	819 OLD MILL RD	Property Type	RESIDENTIAL
Legal Description	15.18 AC OLD MILL RD	Structure Size	
Deed	004460-00287	Lot Size	15.18
Plat		Year Built	1999
Condo		Bedrooms	
Total Assessed	0	Bathrooms	
Total Building Value	2812200	Grade	Excellent



Disclaimer: While every effort is made to keep information provided over the internet accurate and up-to-date, Guilford County does not certify the authenticity or accuracy of such information. No warranties, express or implied, are provided for the records and/or mapping data herein, or for their use or interpretation by the User.

Map Scale
1 inch = 500 feet
6/28/2024

Guilford County Real Property Data

Property Summary

Data last updated on: 6/28/2024 Ownership current as of: 6/27/2024 Tax Year: 2024

REID 201442	PIN # 7803-10-2560
Location Address 819 OLD MILL RD	Property Description 15.18 AC OLD MILL RD
Property Owner PIEDMONT SCHOOL INC	Owner's Mailing Address PO BOX 1550 HIGH POINT NC 27261

Print Property Info

Parcel	Buildings	Misc Improvements	Land	Deeds	Notes	Sales	Photos
--------	-----------	-------------------	------	-------	-------	-------	--------

Administrative Data

Plat Book & Page	
Old Map#	
Market Area	7803A02
Township	18-HIGH POINT
Planning Jurisdiction	HP-HIGH POINT
City	High Point
Fire District	
Spec District	
Land Class	RESIDENTIAL
History REID 1	
History REID 2	
Acreage	15.18
Permit Date	
Permit #	

Transfer Information

Deed Date	09/19/1996
Deed Book	004460
Deed Page	00287
Revenue Stamps	504.00
Package Sale Date	
Package Sale Price	
Land Sale Date	09/15/1996
Land Sale Price	\$251,673

Improvement Summary

Total Buildings	1
Total Units	0
Total Living Area	0
Total Gross Leasable Area	10,250

Property Value

Total Appraised Land Value
Total Appraised Building Value
Total Appraised Misc Improvements Value

Other Exemptions
Exemption Desc

Use Value Deferred
Historic Value Deferred
Total Deferred Value

Total Taxable Value

Per North Carolina General Statute 105-285-287 (d), all real property in North Carolina is subject to listing and valuation annually as it exists on January 1. Real Property assessments are based on a countywide reappraisal in 2022.

Prints best in landscape mode

Friday June 28, 2024

Guilford County Real Property Data

Building Summary

Data last updated on: 6/28/2024 Ownership current as of: 6/27/2024 Tax Year: 2024

REID 201442 PIN # 7803-10-2560

Location Address
819 OLD MILL RD Property Description
15.18 AC OLD MILL RD

Property Owner
PIEDMONT SCHOOL INC Owner's Mailing Address
PO BOX 1550
HIGH POINT NC 27261

Print Property Info

- Parcel
- Buildings
- Misc Improvements
- Land
- Deeds
- Notes
- Sales
- Photos

Building Location Address
819 OLD MILL RD

Card 1 of 1 Section 1

Building Details

Building Name	
Primary Occupancy Type	Schools and classro
Primary Occupancy	18-377-College (Enti
Primary Class	B
Primary Quality	Excellent
Year Built	1999
Effective Year	1999
Physical Depreciation (Rating)	A
Physical Depreciation (% Bad)	10.00
Economic Depreciation (% Bad)	
Functional Depreciation (% Bad)	
Gross Leasable Area (SQFT)	10250
Remodeled Year	
Total Stories	1

Section Details

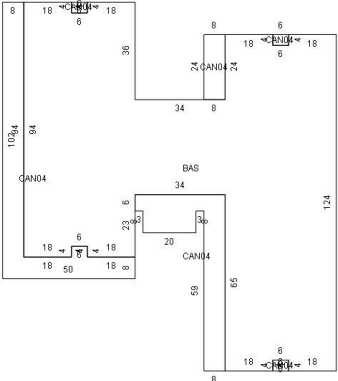
Occupancy Type	Schools and classro
Air Conditioning	CENTRAL
FIXTURES	20
Class	B
Depreciation	22%
Depreciation	A
Heat	3-Default Heating
Interior Finish	CUSTOM
Interior Finish	DRYWALL/SHEETROCK
Occupancy	18-377-College (Enti
Quality	Excellent
Sprinkler	No Sprinklers
Exterior Walls	805-Brick with Block

Building Total & Impro

Total Adjusted Replacement Value
Physical Depreciation (%)
Depreciated Value
Economic Depreciation (%)
Functional Depreciation (%)
Total Depreciated Value
Market Area Factor
Building Value
Misc Improvements Value
Total Improvement Value
Assessed Land Value
Assessed Total Value

Addition Summary

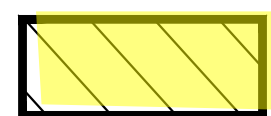
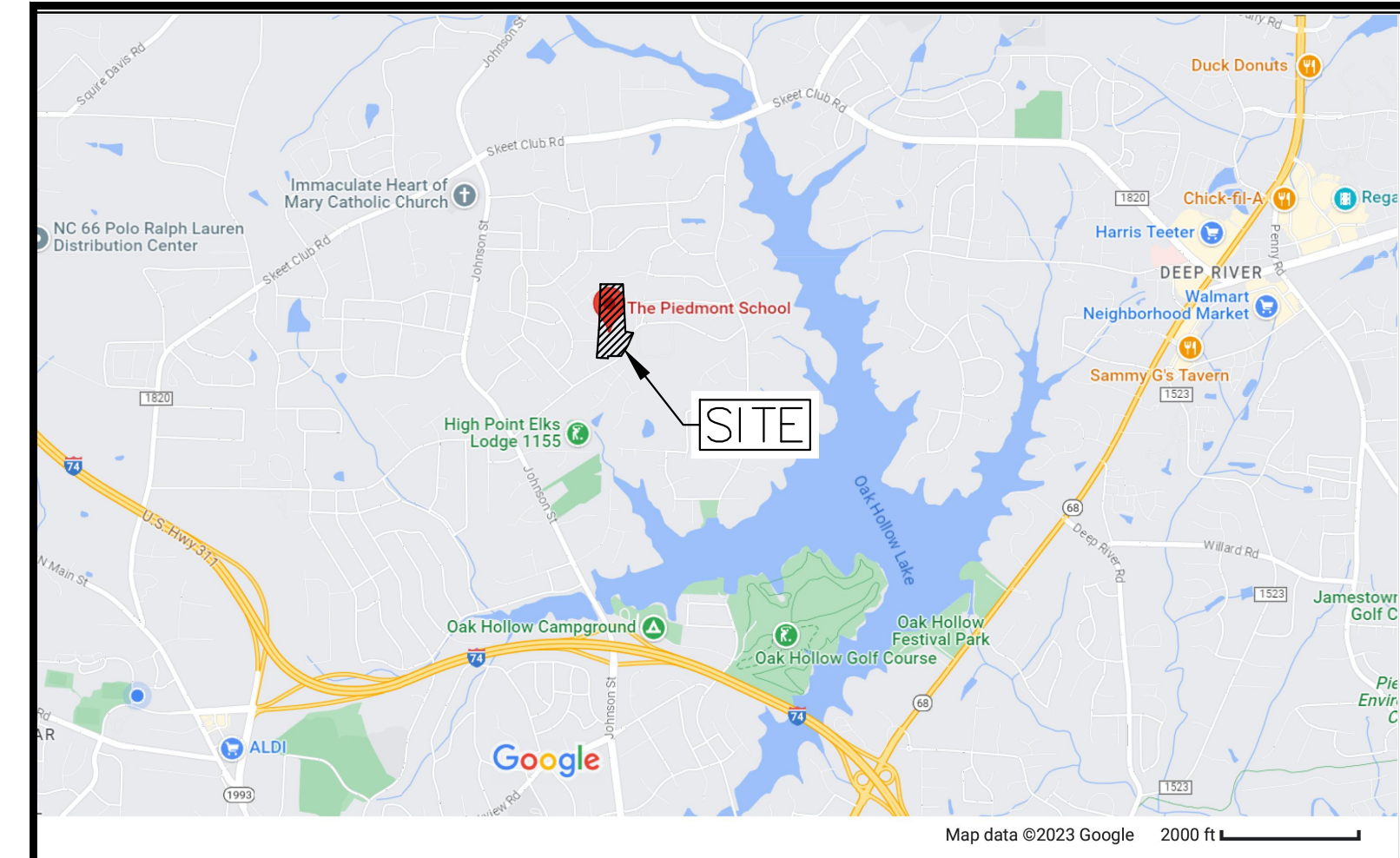
Story	Type	Code	A
1.00	Canopy	CAN0	2

Building Sketch	Photograph
	No Photo Found
(Click sketch for bigger image)	

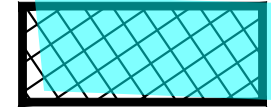
Per North Carolina General Statute 105-285-287 (d), all real property in North Carolina is subject to listing and valuation annually as it exists on January 1. Real Property assessments are based on countywide reappraisal in 2022.

Prints best in landscape mode

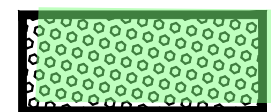
Friday June 28, 2024



PHASE 1: INCLUDES ATHLETIC FIELDS (NO LIGHTS OR BLEACHERS), SCM, PARKING, BUILDING ADDITIONS FOR CLASSROOMS AND ADDITIONAL BATHROOMS, PLAYGROUND RELOCATION, SIDEWALK



PHASE 2: INCLUDES NEW BUILDING ADDITION (SCIENCE, LOBBY, DINING, RESTROOMS), CONVERT COMMON SPACE INTO LIBRARY SPACE.



PHASE 3: INCLUDES GYM, STAGE, ART, MUSIC, AND MUSIC STORAGE.

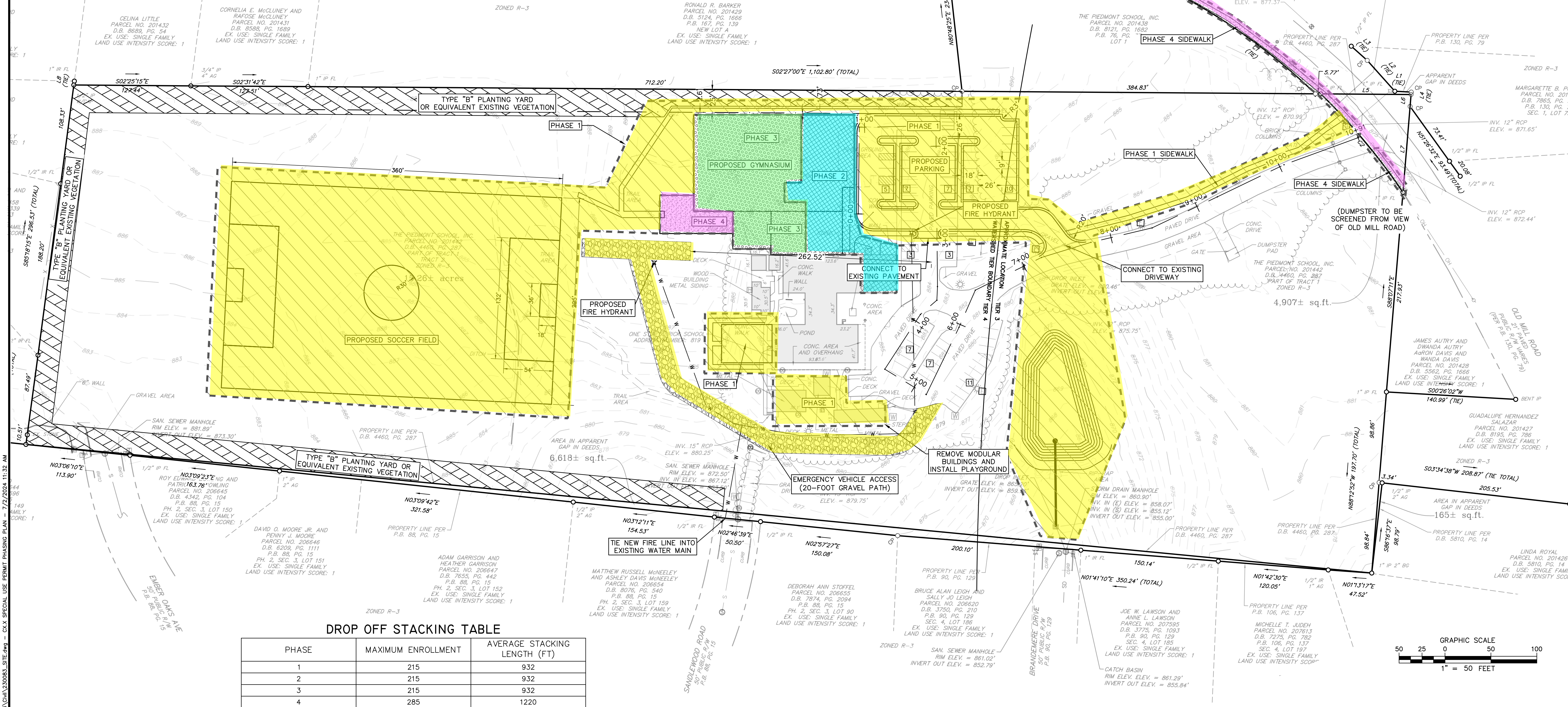


PHASE 4: INCLUDES CLASSROOMS, STAFF WORKROOM, SIDEWALK.

THIS PHASE WILL INCREASE ENROLLMENT BY 70-90 STUDENTS.

GENERAL NOTES:

- OWNER: THE PIEDMONT SCHOOL INC.
PO BOX 1550
HIGH POINT, NC 27261
- ADDRESS OF SITE: 819 OLD MILL ROAD
HIGH POINT, NC 27261
- PARCEL NUMBER: 201442
- ACREAGE: ±15.26 ACRES
- DEED REFERENCES: DB 4460 PG 287
- PLAT REFERENCES: PB 76 PG 37
- PROPOSED USE: SCHOOL (MAJOR)
- EXISTING ZONING: R-3 (OUTSIDE CORE CITY)
- WATERSHED: OAK HOLLOW LAKE CRITICAL AREA (WCA)
- EXISTING BUA: 1.36 AC
- PROPOSED BUA: 1.32 AC
- TOTAL BUA: 2.68 AC
- TOTAL REQUIRED PARKING: 54 PARKING SPACES (1.5 PER EACH CLASSROOM)
- PROPOSED PARKING: 67 PARKING SPACES TOTAL
- REQUIRED HANDICAP SPACES: REG. SPACES
VAN SPACES
- THE TYPE "B" PLANTING YARD IS TO HAVE A MINIMUM WIDTH OF 20FT, AND AN AVERAGE WIDTH OF 25FT. THE PLANTING RATE SHALL BE 4 CANOPY TREES, 6 UNDERSTORY TREES, AND 25 SHRUBS PER 100 LINEAR FEET



DROP OFF STACKING TABLE

PHASE	MAXIMUM ENROLLMENT	AVERAGE STACKING LENGTH (FT)
1	215	932
2	215	932
3	215	932
4	285	1220

DRAWING NAME: P:\2023\230083\001\230083 SITE.dwg - 7/2/2024 11:32 AM

REV	DATE	DESCRIPTION	BY	PROJECT	230083
1				DATE	SEPT. 2023
2		DESIGNED	EM		
3		DRAWN	RHG		
4		CHECKED	RT		
5		SCALE	AS NOTED		
6		SURVEYED	N/A		

THE SCALE BAR SHOWN BELOW MEASURES ONE INCH LONG ON THE ORIGINAL DRAWING.

811
Know what's below.
Call before you dig.
Dial 8-1-1

DAVIS • MARTIN • POWELL
ENGINEERS & SURVEYORS **dmp**

6415 OLD PLANK RD, HIGH POINT, NC 27265 | T: (336) 886-4821 | F: (336) 886-4458 | WWW.DMP-INC.COM | LICENSE: F-0245



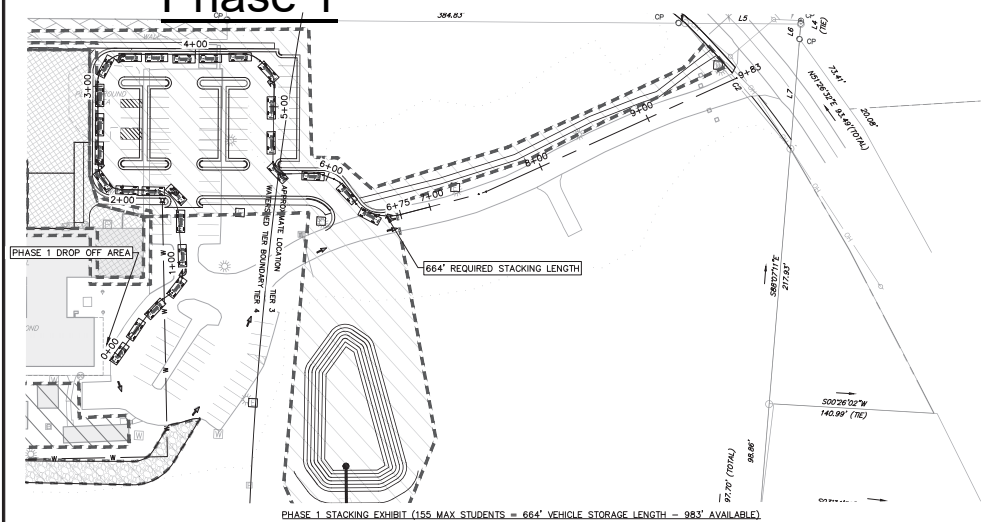
PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION

SPECIAL USE PERMIT PHASING PLAN
THE PIEDMONT SCHOOL
819 OLD MILL ROAD
HIGH POINT, NORTH CAROLINA
GUILFORD COUNTY

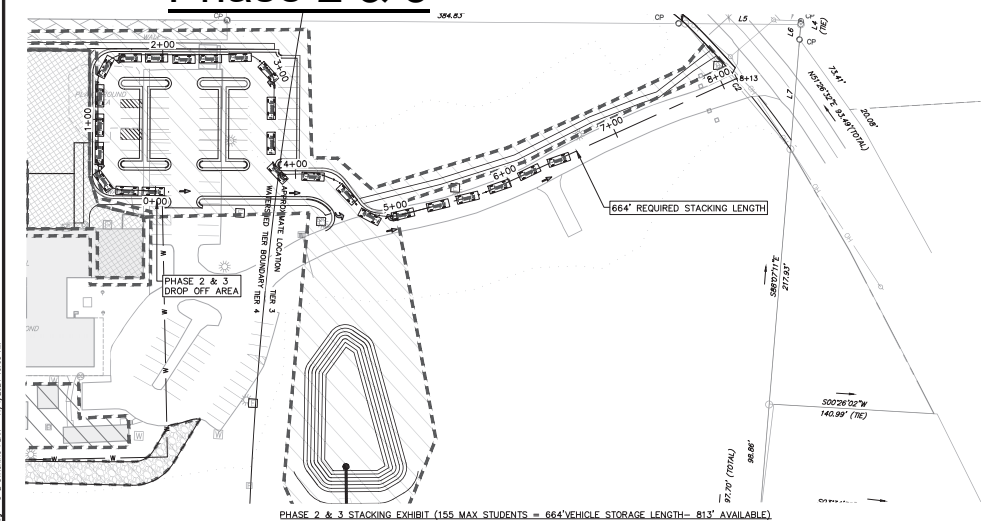
SHEET NO. **CX.X**
OF ____

Exhibit C

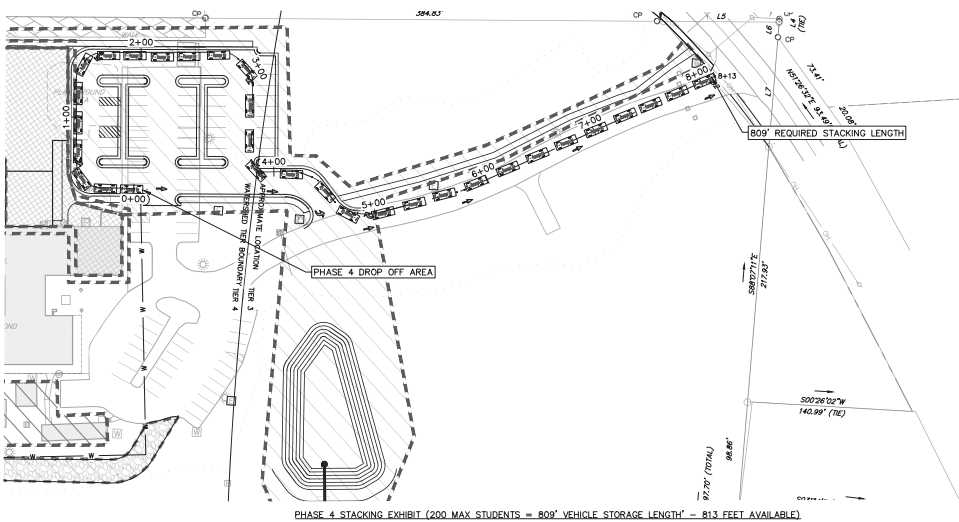
Phase 1



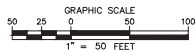
Phase 2 & 3



Phase 4



-  PHASE 1: INCLUDES ATHLETIC FIELDS (NO LIGHTS OR BLEACHERS), SCM, PARKING, BUILDING ADDITIONS FOR CLASSROOMS AND ADDITIONAL BATHROOMS, PLAYGROUND RELOCATION, SIDEWALK
-  PHASE 2: INCLUDES NEW BUILDING ADDITION (SCIENCE, LOBBY, DINING, RESTROOMS), CONVERT COMMON SPACE INTO LIBRARY SPACE.
-  PHASE 3: INCLUDES GYM, STAGE, ART, MUSIC, AND MUSIC STORAGE.
-  PHASE 4: INCLUDES CLASSROOMS, STAFF WORKROOM, SIDEWALK. THIS PHASE WILL INCREASE ENROLLMENT BY 70-90 STUDENTS.



REV	DATE	DESCRIPTION	BY	PROJECT
1				230093
2				SEPT. 2023
3				DESIGNED EY
4				DRAWN RHC
5				CHECKED RT
6				SCALE AS NOTED
7				SURVEYED N/A

THE SCALE BAR
SHOWN BELOW
MEASURES ONE
INCH LONG ON
THE ORIGINAL
DRAWING.



DAVIS • MARTIN • POWELL
ENGINEERS & SURVEYORS



6415 OLD PLANK RD, HIGH POINT, NC 27265 | T: (336) 886-4821 | F: (336) 886-4458 | WWW.DMP-INC.COM | LICENSE: F-0345



PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION

VEHICLE STACKING PLANS II-4-2024
THE PIEDMONT SCHOOL
819 OLD MILL ROAD
HIGH POINT, NORTH CAROLINA
GUILFORD COUNTY

SHEET NO.

S-2

OF

Exhibit D

IMPACT STUDY

Of
The Piedmont School Expansion

HC | **HYLTONCROWDER**
& ASSOCIATES



815 Old Mill Road
High Point, Guilford County
NC, 27265

As of
July 16, 2024

Prepared For
Will Quick – Legal Counsel for
The Piedmont School & John Yowell Academy
1700 Wells Fargo Capitol Center
150 Fayetteville Street
Raleigh, NC 27601

Prepared by
HYLTON CROWDER & ASSOCIATES
Brian R. Crowder, MAI, SRA, NC-A7529



132 East Parris Avenue
High Point,
NC, 27262

336-882-0131
Fax: 336-882-0131
bcrowder@hyltoncrowder.com

September 3, 2024

Will Quick
Brooks Pierce
1700 Wells Fargo Capitol Center
150 Fayetteville Street
Raleigh, NC 27601

Re: Impact Study For Proposed Expansion of The Piedmont School Located at 815 Old Mill Road, High Point, Guilford County, North Carolina 27265

Dear Mr. Quick:

Per your request, I have inspected the above-captioned property and researched the local market in High Point, as well as other properties in High Point and Greensboro in Guilford County and one property inside the city limits of High Point but in Davidson County, to determine whether the expansion of the Piedmont School which includes the subject property at 815 Old Mill Road will substantially injure the value of the abutting lands or nearby lands and will be in harmony with the area in which it is to be located.

The purpose of this assignment is to develop an opinion of the effect on the proposed Piedmont School expansion on the properties that are abutting, adjoining, and in the vicinity of the subject property, as well as determine that the proposed Piedmont School expansion will be in harmony with the area in which it is to be located. The intended use of this assignment is to assist the City of High Point in determining the effect of the proposed Piedmont School expansion on adjoining, abutting, or nearby property values, or other internal needs by client. The intended users of this report are The Piedmont School & John Yowell Academy, Mr. Will Quick (Client's counsel), and any other parties they designate. I have completed a study of the proposed expansion of The Piedmont School. The scope of the assignment is to provide an analysis and conclusions addressing items within my field of expertise associated with the issuance of a special use permit for The Piedmont School expansion. According to Section 2.4.11.C of the City of High Point Development Ordinance, a special use permit includes five findings of fact that must be made before a special use may be approved, of which two are addressed in this analysis. Details of these two items are contained within this report.

The proposed expansion of The Piedmont School will be expanded in four phases. Currently, the Piedmont School is located on the north side of Old Mill Road. Access to the subject property is proposed to only be allowed via Old Mill Road. The abutting land uses include mostly single family residential dwellings and some institutional uses.



As requested, a market impact study has been prepared for my client. This is not an appraisal, but is a consulting assignment. The attached report is in narrative format and provides a summary of the data, analyses, reasoning, and conclusions employed for this impact analysis.

The subject property was inspected on July 16, 2024. Based on a set of plans and specifications of the proposed expansion of The Piedmont School furnished to the appraiser by my client, my physical inspection of the proposed expansion and the surrounding area, an analysis of data gathered and facts and conclusions as contained in the following report, and subject to the assumptions and limiting conditions as stated, it is my opinion that the proposed Piedmont School expansion meets the special use permit standard in that it will not substantially injure the values of adjacent or abutting properties and that the proposed development is in harmony with the area in which it is to be located.

Included in the scope of this study is a personal inspection of the subject site, a study of data of other properties located in High Point and Guilford County, nearby City of Greensboro, and one property inside the City Limits of High Point but in adjoining Davidson County which are in the vicinity of similar schools or other similar external location factors. I hereby certify that I have inspected these properties and found them to be as stated in this report. To my best knowledge and belief, all statements and information in this report are true and correct with no important facts withheld. Neither my employment nor my compensation are contingent upon the findings in the impact analysis which I have reported.

Standards

I conducted this analysis using the standards and practices established by the Appraisal Standards Board and that conform to the Uniform Standards of Professional Appraisal Practice. The analyses and methodologies contained in this report are required by lending institutions, and they are used in North Carolina and across the country as the industry standard by certified appraisers conducting appraisals, market analyses, or impact studies and are considered adequate to form an opinion of the impact of a land use on neighboring properties.

Your attention is directed to the Limiting Conditions and Assumptions section of this report (page 7). Acceptance of this report constitutes an agreement with these conditions and assumptions. In addition, I note the following:

There are no hypothetical conditions in this impact study. There is one extraordinary assumption. (1) Appraiser assumes that the proposed Piedmont School Expansion will be developed and constructed as detailed in the report. If this extraordinary assumption is not true, the assignment results are subject to change.



I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment.

The report date of this appraisal is September 3, 2024.

Thank you for this opportunity to serve you. If you have any questions or if I can be of further assistance, please do not hesitate to contact my office.

Respectfully submitted,
Hylton Crowder & Associates

A handwritten signature in dark ink, appearing to read 'Brian R. Crowder', written in a cursive style.

Brian R. Crowder, MAI, SRA
Staff Appraiser
NC-A7529
Expiration Date – June 30, 2025



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Summary of Important Facts and Conclusions

GENERAL

1. Property Identification – The Piedmont School, High Point, Guilford County, North Carolina 27265
2. Property Type – School and Associated Improvements
3. Date of Inspection – July 16, 2024
4. Conclusions:
 - The Piedmont School expansion, if completed as proposed, will not substantially injure the value of abutting land.
 - The Piedmont School, if completed as proposed, from an appraiser's prospective is in harmony with the area in which it is to be located.



Brian R. Crowder, MAI, SRA
Staff Appraiser
NC-A7529
Expiration Date – June 30, 2025



Limiting Conditions and Assumptions

Acceptance of and/or use of this report constitutes acceptance of the following limiting conditions and assumptions; these can only be modified by written documents executed by both parties.

This report is to be used only for the purpose stated herein. While distribution of this report in its entirety is at the discretion of the client, individual sections shall not be distributed; this report is intended to be used in whole and not in part.

No part of this report, its findings, or the identity of the firm or the appraiser(s) may be communicated to the public through advertising, public relations, media sales, or other media.

All files, work papers and documents developed in connection with this assignment are the property of Hylton Crowder & Associates. Information, estimates and opinions are verified where possible, but cannot be guaranteed. Plans provided are intended to assist the client in visualizing the property; no other use of these plans is intended or permitted.

No hidden or unapparent conditions of the property, subsoil or structure, which would make the property more or less valuable, were discovered by the appraiser(s) or made known to the appraiser(s). No responsibility is assumed for such conditions or engineering necessary to discover them. Unless otherwise stated, this appraisal assumes there is no existence of hazardous materials or conditions, in any form, on or near the subject property.

Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyl, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, was not called to the attention of the appraisers nor did the appraisers become aware of such during the appraisers' inspection. The appraisers have no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraisers, however, are not qualified to test for such substances. The presence of such hazardous substances may affect the value of the property. The value opinion developed herein is predicated on the assumption that no such hazardous substances exist on or in the property or in such proximity thereto, which would cause a loss in value. No responsibility is assumed for any such hazardous substances, nor for any expertise or knowledge required to discover them.

Unless stated herein, the property is assumed to be outside of areas where flood hazard insurance is mandatory. Maps used by public and private agencies to determine these areas are limited with respect to accuracy. Due diligence has been exercised in interpreting these maps, but no responsibility is assumed for misinterpretation.

Good title, free of liens, encumbrances and special assessments is assumed. No responsibility is assumed for matters of a legal nature.

Necessary licenses, permits, consents, legislative or administrative authority from any local, state or Federal government or private entity are assumed to be in place or reasonably obtainable.

It is assumed there are no zoning violations, encroachments, easements or other restrictions which would affect the subject property, unless otherwise stated.

The appraiser(s) are not required to give testimony in Court in connection with this appraisal. If the appraiser(s) are subpoenaed pursuant to a court order, the client agrees to pay the appraiser(s) Hylton Crowder and Associates's regular per diem rate plus expenses.

Appraisals are based on the data available at the time the assignment is completed. Amendments/modifications to appraisals based on new information made available after the appraisal was completed will be made, as soon as reasonably possible, for an additional fee.

Americans with Disabilities Act (ADA) of 1990

A civil rights act passed by Congress guaranteeing individuals with disabilities equal opportunity in public accommodations, employment, transportation, government services, and telecommunications. Statutory deadlines become effective on various dates between 1990 and 1997. Hylton Crowder & Associates has not made a determination regarding the subject's ADA compliance or non-compliance. **Non-compliance could have a negative impact on value, however this has not been considered or analyzed in this appraisal.**

Scope Of The Assignment

In accordance with my agreement with my client, this impact study is specific to the needs of my client as part of an application for a special use permit to be considered by City of High Point Officials. My study and the reporting of my study is in agreement with my client as follows:

The proposed development requires a Special Use Permit. The report is intended to address two of the items relevant to the issuance of a special use permit. The following “Findings of Fact” was extracted from Section 2.4.11.C of the City of High Point Development Ordinance.

C. Special Use Review Standards: A special use shall be approved upon a finding that the applicant demonstrates the proposed special use:

1. Will not materially endanger the public health or safety if located where proposed;
2. Complies with all required standards, conditions, and specifications of this Ordinance, including Chapter 4: Uses;
3. Will not substantially injure the value of the abutting land, or the special use is a public necessity;
4. Will be in harmony with the area in which it is to be located; and
5. Is in general conformity with the City's adopted policy guidance.

This impact study provides an analysis of the surrounding properties of the proposed expansion of The Piedmont School. The analysis includes existing improvements, zoning designations, and likely development patterns.

The intended use of this impact study is for client’s use as an aid to assist High Point officials in rendering a decision regarding the issuance of a special use permit for the proposed expansion of The Piedmont School, and other uses with client’s permission. The intended user is my client, The Piedmont School & John Yowell Academy, Mr. Will Quick (Client’s counsel), and any other parties they designate. Appraiser will provide this report to client, and no one else without client’s permission to do so or as required by law.

There are no hypothetical conditions in this impact study. There is one extraordinary assumption. (1) Appraiser assumes that the proposed Piedmont School Expansion will be developed and constructed as detailed in the report. If this extraordinary assumption is not true, the assignment results are subject to change.

The appraiser has inspected the subject site and analyzed the proposed expansion. General market influences and neighborhood factors which create subject’s environment and market conditions are examined. Zoning, tax data, and locational factors are analyzed. The appraiser has collected and analyzed market data for improved sales data abutting or in close proximity to schools and/or athletic fields (subject’s planned expansion), which

are used later in the report to arrive at a conclusion as to whether the proposed Piedmont School expansion will substantially injure the value of the abutting land and will be in harmony with the area in which it is to be located per request of client. Limited recent sales data required appraiser's research for data to search the prior 5 years time frame and the entire Triad area, with emphasis placed on the most recent sales in subject's immediate Triad, High Point/Guilford County area where the subject property is located. Data sources include appraiser's own inspection of the subject property, data from tax records, courthouse, zoning officials, etc. The reader is asked to refer to various other sections of this report and review of the entire report in general for a better understanding of the overall scope of work.

Identification of the Subject Property

The subject property is an expansion of the existing Piedmont School. The physical address of the Piedmont School is 815 Old Mill Road, High Point, Guilford County, North Carolina 27265. The subject property is further identified as Guilford County, North Carolina Tax Parcel ID: 201442. Please see site plan for a more graphic display of the Piedmont School expansion found later in this report.

Intended Use/User

The intended use of this impact study is for client's use as an aid to assist High Point officials in rendering a decision regarding the issuance of a special use permit for the proposed expansion of The Piedmont School, and other uses with client's permission. The intended user is my client, The Piedmont School & John Yowell Academy, Mr. Will Quick (Client's counsel), and any other parties they designate. Appraiser will provide this report to client, and no one else without client's permission to do so or as required by law.

Description of The Piedmont School Expansion

Based on information provided to appraiser by Ms. Kori Mackall, M.Ed., Head of School for The Piedmont School & John Yowell Academy, the proposed Piedmont School Expansion will consist of four phases. These phases can be found on the following pages for more details along with a copy of proposed special use permit. In summary, phase one will consist of new athletic fields (no lights or bleachers), stormwater control measures, parking, building addition for classrooms and additional bathrooms, removal of modular classrooms, playground relocation, and sidewalk. Phase two will consist of a new building addition (science labs, lobby, dining, restrooms), convert common space into library space. Phase three will consist of a new gym, stage, art and music space, and music storage. Phase four will consist of additional classrooms, staff workroom, sidewalk. According to Ms. Kori Mackall, the current entrance to the school will remain the same, with no new entrances added after completion of expansion. There will also be no substantial change in elevation. According to Ms. Kori Mackall, there is buffer on the north, east, and west property lines with vegetation, blocking the majority of the views of the school's improvements to abutting properties. The following aerial views, site plans, etc. show the proposed Piedmont School Expansion as well as The Piedmont School as it is currently constructed.



**SPECIAL USE PERMIT 24-XXX
CITY OF HIGH POINT, NORTH CAROLINA**

**June XX, 2024 (Submitted)
THE PIEDMONT SCHOOL**

USE: School use for both elementary and secondary instruction (K to 12th grade) subject to the specific conditions listed in this Special Use Permit.

CONDITIONS:

- Development of the site shall be generally consistent with the attached Special Use Permit Phasing Plan with phasing to proceed as follows:
 - Phase 1: Includes athletic fields (no lights or permanent bleachers); stormwater control measures; parking; entrance drive and related sidewalk; building addition for classrooms and additional bathrooms; removal of modular classrooms; and playground relocation.
 - Phase 2: Includes new building addition (science labs, lobby, dining, and restrooms); conversion of common space into library.
 - Phase 3: Includes construction of gym, stage, art and music space, and music storage space.
 - Phase 4: Includes construction of additional classrooms and staff workroom (expected to allow enrollment increase of 70-90 students); sidewalk frontage along Old Mill Road.Final configuration of parking, athletic fields, pedestrian paths, etc. may shift within designated areas depicted on the phasing plan.
- During Phases 1 to 4 as described above, maximum school enrollment shall not exceed 155, students which represents the maximum classroom occupancy permitted as of the date of adoption of this Special Use Permit. Upon completion of the construction contemplated in Phase 4, this condition shall be of no effect and the maximum school enrollment shall be consistent with what is allowed under relevant Building Code or other regulation.
- All service areas (dumpsters, recycling containers, etc.) shall be located no closer than one-hundred (100) feet from adjacent residentially zoned property.
- There shall be no outdoor recreation lighting, outdoor assembly lighting, or similar athletic field/stadium lighting permitted on the site. This prohibition shall not apply to commonly used, exterior lighting where the mounted height is no greater than 35 feet above grade, whether mounted on poles, walls or by other means, adjacent to exterior walkways or structures, in parking lots, along the entrance drive, or otherwise used to light areas for safety and security reasons.
- There shall be no permanent bleachers or grandstand seating allowed at any athletic field on the site. Only mobile or temporary bleachers of no more than ten rows shall be allowed on and around athletic fields.

4877-3512-6938.v10

- Access Conditions:
 - Old Mill Road: The School shall be allowed one (1) access point on Old Mill Road.
 - No Other Access Points: The School shall not be allowed access points to any other public roads.
 - Before proceeding to Phase 4, the owner shall seek a determination from the Director of Transportation regarding the necessity of a traffic impact analysis. In the event a required analysis indicates that unsatisfactory levels of service will occur on Old Mill Road as a result of enrollment increases, the owners shall apply to and seek approval from the Director of Transportation for the location and design of reasonable improvements to the access point to be completed as part of Phase 4.
- Sidewalk along Old Mill Road, as depicted in the Special Use Permit Phasing Plan, shall be installed before the completion of Phase 4 or by December 31, 2029, whichever is sooner. Such installation shall be consistent with any revisions necessary to accommodate necessary improvements along Old Mill Road following a traffic impact analysis, if required.

4877-3512-6938.v10

Location of The Piedmont School

The proposed Piedmont School expansion is currently located on the north side of Old Mill Road. After expansion, access to the subject property is proposed to only be allowed via Old Mill Road with the same access as before the expansion. There is existing vegetation along subject's borders reducing the visual impact of the Piedmont School Expansion for residential properties in the immediate area, Type "B" planting yard or equivalent existing vegetation will continue after the expansion.

The majority of land uses surrounding the subject site are single family residential. To subject's southeast on the south side of Old Mill Road is an institutional use owned by Church of God of Prophecy of North Carolina, Inc. To subject's east is reportedly a bed and breakfast. Other uses abutting or near the subject property include mostly single family residences.

High Point Zoning Ordinance

As a part of this assignment, I have reviewed Chapter 2, Section 4.11.C of the High Point Zoning Ordinance regarding the findings of fact associated with the approval or denial of a special use permit. The following findings of fact were extracted from the ordinance:

1. Will not materially endanger the public health or safety if located where proposed;
2. Complies with all required standards, conditions, and specifications of this Ordinance, including Chapter 4: Uses;
3. Will not substantially injure the value of the abutting land, or the special use is a public necessity;
4. Will be in harmony with the area in which it is to be located; and
5. Is in general conformity with the City's adopted policy guidance.

Item 1 – This item is outside my field of expertise.

Item 2 – It is my understanding that this will be performed and reviewed by local officials and my client.

Item 3 – The Piedmont School expansion, if completed as proposed, will not substantially injure the value of abutting land. Research made to reach this conclusion will follow.

Item 4 – The Piedmont School expansion, if completed as proposed, from an appraiser's perspective, is in harmony with the area in which it is to be located. This item is addressed in this report along with the analysis from Item 3.

Item 5 – This item will be addressed by local planning officials and my client.

Based on my review of the ordinance, the remainder of this impact study focuses on whether the proposed Piedmont School expansion will substantially injure the value of the

abutting land and whether the proposed Piedmont School expansion is in harmony with the area in which it is to be located.

Impact Analysis

A. Special Use Permit Finding

Hylton-Crowder & Associates, Inc. was hired to perform an impact study to determine whether the proposed Piedmont School expansion located on the north side of Old Mill Road will have any impact (positive, negative, or no impact) on adjacent and nearby properties per the standards found earlier in this report in the High Point Zoning Ordinance section of this report, notably, Items 3 and 4 as follows:

- 3. Will not substantially injure the value of the abutting land, or the special use is a public necessity;**
- 4. Will be in harmony with the area in which it is to be located; and**

Although I found numerous paired properties where there was no discernable impact from proximity to a similar school/institutional use, the standard I used is the standard mandated by the City of High Point Zoning Ordinance, which requires an impact to be “substantial.” I found no evidence of substantial impact.

The intended use of this report is to assist the City of High Point Planning Board in its consideration of The Piedmont School’s application for a special use permit, and other uses with client’s permission. I understand that the Planning Board will use this report to assist in the decision to grant or deny the special use permit.

B. Assumptions

I assume for the purpose of this report that the development and construction of the proposed Piedmont School expansion will be consistent with the submitted plans and specifications in a quality workmanship manner. The information received by the appraiser included the proposed site plan and a brief description of the proposed expansion. Those plans and specifications are found earlier in this report.

C. Standards and Practices

I followed the standards and practices set by the NC Appraisal Board and the Appraisal Institute to analyze the impact of the proposed expansion. All analyses and methodologies contained in this report are commonly used by certified appraisers conducting appraisals, market analyses, or impact studies throughout this state and the United States as the industry standard. These standards and methodologies have been used on behalf of financial institutions, governments, and governmental agencies, courts, and individuals, and they have been accepted by state and federal courts throughout North Carolina and the United States.

The aforementioned standards do not distinguish nor find it necessary to distinguish between schools that preceded a use versus a school that was constructed after properties

are established nearby because comparative studies, by definition, use comparables that are sufficiently far enough away that any traffic, sight, odor, or noise from a use would not be noticed.

Using these accepted standards and practices, I obtained data of properties from Guilford and Davidson Counties that adjoin or are adjacent to comparable schools with athletic fields or facilities or other special use properties to determine if there is possible external obsolescence and/or negative impact externally with possible external obsolescence's.

Although many of the several sales reported in this analysis are directly abutting a school with athletic fields or facilities or similar special use property with possible external obsolescence, I also considered nearby properties to be "adjoining" using guidance from the North Carolina Supreme Court in *Heaton v City of Charlotte*, 277 N.C. 506, 523, 178 S.E.2d352, 363 (1971) where the Court defined "adjacent" as "not distant or far off; nearby but not touching."

It should be noted that finding sales in areas like subject is always more difficult than in urban higher populated areas because denser concentrations of homes and properties in urban areas means more sales and turnovers. Conversely, less dense concentrations of homes in suburban areas means fewer sales and turnovers.

D. What is External Obsolescence

An external obsolescence is a use of property that, because of its characteristics, might have an impact on the value of adjacent or nearby properties. Determining whether a use would be considered an external obsolescence requires a study that isolates that use, eliminates any other causing factors, and then studies the sales of nearby versus distant comparable properties.

External obsolescence is evaluated by appraisers based on several factors. These factors include:

- 1) **TRAFFIC.** The majority of traffic caused by schools is at drop off and pick up time (mornings and afternoons). The subject site is currently accessed on the north side of Old Mill Road, and this will continue to be the only access point after completion of expansion. The surrounding area also has multiple single family residential developments, institutional uses, High Point Elks Lodge, among others, all having vehicle traffic. Any truck traffic will be limited to any school buses that may enter and exit the site and any truck use to deliver supplies or to remove trash from site. Due to all these other uses in the immediate area, any additional truck traffic to the site will be minimal and does not have any negative impact on the subject's neighborhood. In addition, per conditions, before proceeding to Phase 4, the owners shall seek a determination from the Director of Transportation regarding the necessity of a traffic impact analysis. In the event a required analysis indicates that unsatisfactory levels of service will occur on Old Mill Road as a result of enrollment increases, the owners shall apply to and seek approval from the Director of

Transportation for the location and design of reasonable improvements to the access point to be completed as part of Phase 4.

- 2) **ODOR.** Schools like subject typically do not generate odor. There may be some odor from waste/garbage, but is most likely minimal and no more than other uses allowed in subject's zoning district. On date of inspection, appraiser did not notice any odor from the street, from just outside the building, or even inside the building. The various schools/athletic fields and/or facilities that were visited in research for this report produced no significant odor during the inspection. In addition, per conditions, all service areas including dumpsters, recycling, containers, etc. shall be located no closer than one-hundred feet from adjacent residentially zoned property.
- 3) **NOISE.** The operations of a school do produce noise, typically when students are outside. This could be during sporting events, on the playground, or at drop off and pickup times. However, substantial setbacks and natural vegetated buffers will be in place to aid in the mitigation of this factor.
- 4) **ENVIRONMENTAL.** Due to stringent regulation by the US Environmental Protection Agency, there is no adverse environmental impact due to a school facility. Schools typically do not create any adverse environmental factors.
- 5) **VISUAL APPEARANCE.** The existing natural vegetation around the operations will provide a substantial visual buffer and maintain the current suburban appearance from the road and adjoining properties that is consistent with the current suburban surroundings of the area. In addition, per conditions, there shall be no outdoor recreation lighting, outdoor assembly lighting, or similar athletic field/stadium lighting permitted on the site. This prohibition shall not apply to commonly used exterior lighting where the mounted height is no greater than 35 feet above grade, used to light areas for safety and security reasons.

E. Estimated Impact of The Piedmont School Expansion

In order to estimate the impact, if any, on property values in the vicinity of the Piedmont School expansion, I located sales of residential properties in North Carolina which were adjacent to or in very close proximity of similar operating schools and/or recreational facilities which could be considered an external obsolescence.

A market study can determine the effects (negative, positive, or no effect) of a variable in the market by comparing the sale price of a property with exposure to a particular variable to the sale of a similar property which is outside of the exposure area. In this case the variable, or element of comparison, is proximity to a school with athletic fields or other use that creates external obsolescence. The definition of the "Elements of Comparison" taken from the 15th Edition of the Appraisal Institute's publication of The Appraisal of Real Estate, states that "Elements of comparison are the characteristic of properties and transactions that help explain the variances in the prices paid for real property." The appraiser determines the elements of comparison for a given appraisal through market research and supports those conclusions with market evidence. The market data, if

analyzed properly, will identify the elements of comparison within the comparable sales that are market sensitive.

Real estate prices can fluctuate within a given period of time. Therefore, industry standards are for comparable sales to have sale dates within one year of each other. It is the appraiser's obligation to isolate elements within a market during a specific window of time (typically one year) in order to make a reliable comparative analysis.

It should be noted that recent sales data of properties in the vicinity of schools and athletic facilities or other external obsolescence factors are such a specific variable that the appraiser had to use some sales with older sales than normal. All sales data was obtained through MLS and verified through County tax records.

As stated in the impact analysis summary, the sales data found and reported in this analysis demonstrates that there is no negative impact on sale prices, property values, or marketability of properties located adjoining, abutting, or in close proximity to a school like subject at completion of the expansion. Following are 5 different studies of different sales of properties located adjoining, abutting, or in close proximity to a school with athletic fields like subject at completion of expansion and/or recreational facilities (3 in Guilford County inside City limits of High Point like subject, 1 inside City of High Point but in adjoining Davidson County, and 1 in nearby City of Greensboro in Guilford County).

F. Sales Findings

Comparable Sale #1



Comparable Sale 1: 116 E Bellevue Drive, High Point, NC 27265
Located approximately 225 feet south of A.J. Simeon Stadium and High Point Athletic Complex and adjoining to the west of Miracle League of High Point



View of A.J. Simeon Stadium located at
2390 School Park Road, High Point, NC 27265

SALES COMPARISON GRID COMPARABLE SALE 1

	SUBJECT	SALE #1	SALE #2	SALE #3
PROPERTY	116 E Bellevue Drive, High Point	202 Skeet Club Road, High Point	2406 Timberlake Avenue, High Point	411 Oakview Road, High Point
SALE PRICE	\$220,000	\$218,000	\$220,000	\$240,000
Price per SF	\$199.82/SqFt	\$165.28/SqFt	\$189.66/SqFt	\$183.91/SqFt
DATE OF SALE	09/15/2022	12/14/2021	09/13/2022	10/12/2021
LOCATION	Average	Average	Average	Average
QUALITY	Average	Superior	Superior	Superior
VIEW	Average	Average	Superior	Average
AGE AND CONDITION	62 Years Average	56 Years Inferior	55 Years Inferior	56 Years Similar
SITE SIZE	26,181 SF	20,038 SF	13,939 SF	17,860 SF
GROSS LIVING AREA	1,101	1,319	1,160	1,305
Adjustment Per SF	\$50/SF			
ROOM COUNT	5/2/1.0	6/3/2.0	6/3/2.0	6/3/2.0
BASEMENT	1,042 sf fin	1,319 sf fin	430 fin/730 unfin	None
GARAGE	None	2 Car Garage	2 Car Carport	3 Car Garage, 1 Car Carport
HV/AC & Other	FWA/Central CvP,Pat,Dk,SP	FWA/Central Pch,Pat,Stg,Fn	FWA/Central Pch,Stg	FWA/Central Pch,Pat,Fnc,Stg
NET ADJ.		-\$3,140	+\$6,990	-\$25,360
ADJ. SALE PRICE		\$214,860	\$226,990	\$214,640

All comparable sales are located in competing areas of High Point in Guilford County. The three sales indicate a value range before adjustments of \$165.28 per square foot to \$189.66 per square foot. The distance from 116 E Bellevue Drive to the edge of A.J Simeon Stadium is approximately 225 feet (measured on Guilford County GIS) and adjoins High Point Miracle League on the eastern border of site. After adjustments, the indicated value for this paired sale based on these comparable sales is \$215,000. The paired sale sold in September, 2022 for \$220,000. All sales were arm's length transactions with none of the sales being distress sales or foreclosures. This paired sale transaction is recorded at Deed Book 8659, Page 2270-2272 of the Guilford County, North Carolina Registry.

COMPARABLE SALE PHOTOS



SALE 1 – 202 Skeet Club Road, High Point, NC

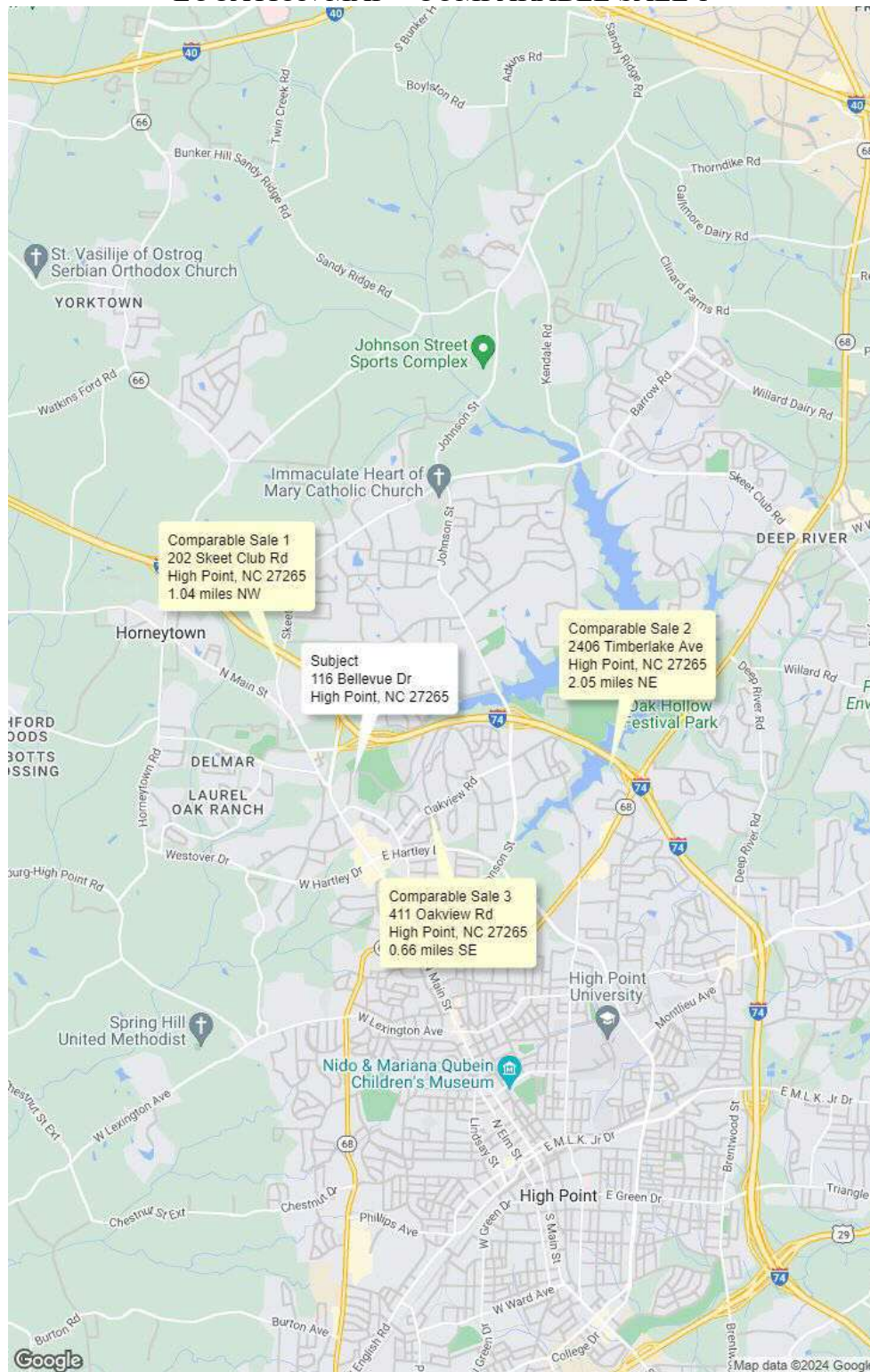


SALE 2 – 2406 Timberlake Avenue, High Point, NC



SALE 3 – 411 Oakview Road, High Point, NC

LOCATION MAP – COMPARABLE SALE 1



AERIAL MAP OF COMPARABLE SALE 1



Comparable Sale #2



Comparable Sale 2: 1928 N Centennial Street, High Point, NC 27262
Located across the street approximately 85 feet east of Wesleyan Christian Academy and
its Soccer Fields



View of Wesleyan Christian Academy located at
1917 N Centennial Street, High Point, NC 27262

SALES COMPARISON GRID COMPARABLE SALE 2

	SUBJECT	SALE #1	SALE #2	SALE #3
PROPERTY	1928 N Centennial Street, High Point	1205 Forrest Street, High Point	1605 Seven Oaks Place, High Point	1605 Guyer Street, High Point
SALE PRICE	\$235,000	\$247,000	\$230,000	\$215,000
Price per SF	\$141.06/SqFt	\$126.67/SqFt	\$162.09/SqFt	\$151.84/SqFt
DATE OF SALE	06/03/2024	12/04/2023	03/22/2024	11/22/2023
LOCATION	Average	Average	Average	Average
QUALITY	Average	Average	Average	Average
AGE AND CONDITION	74 Years Average	70 Years Similar	55 Years Similar	61 Years Similar
SITE SIZE	18,777 SF	15,246 SF	12,632 SF	12,197 SF
GROSS LIVING AREA	1,666	1,950	1,419	1,416
Adjustment Per SF	\$50/SF			
ROOM COUNT	7/3/2.0	5/3/2.0	7/3/2.0	5/3/1.1
BASEMENT	None	None	None	None
GARAGE	None	None	1 Car Carport	None
HV/AC & Other	FWA/Central CvPchs,Pat	FWA/Central CvP,Pat,Stg	FWA/Central Pch,Dk,Stg	FWA/Central CvPch
NET ADJ.		-\$19,900	+\$12,250	+\$16,100
ADJ. SALE PRICE		\$227,100	\$242,250	\$235,800

All comparable sales are located in competing areas of High Point in Guilford County. The three sales indicate a value range before adjustments of \$126.67 per square foot to \$162.09 per square foot. The distance from 1928 N Centennial Street, High Point to the edge of Wesleyan Christian Academy is approximately 85 feet across the street (measured on Guilford County GIS). After adjustments, the indicated value for this paired sale based on these comparable sales is \$235,000. The paired sale sold in June, 2024 for \$235,000. All sales were arm's length transactions with none of the sales being distress sales or foreclosures. This paired sale transaction is recorded at Deed Book 8832, Pages 453-459 of the Guilford County, North Carolina Registry.

COMPARABLE SALE PHOTOS



SALE 1 – 1205 Forrest Street, High Point, NC

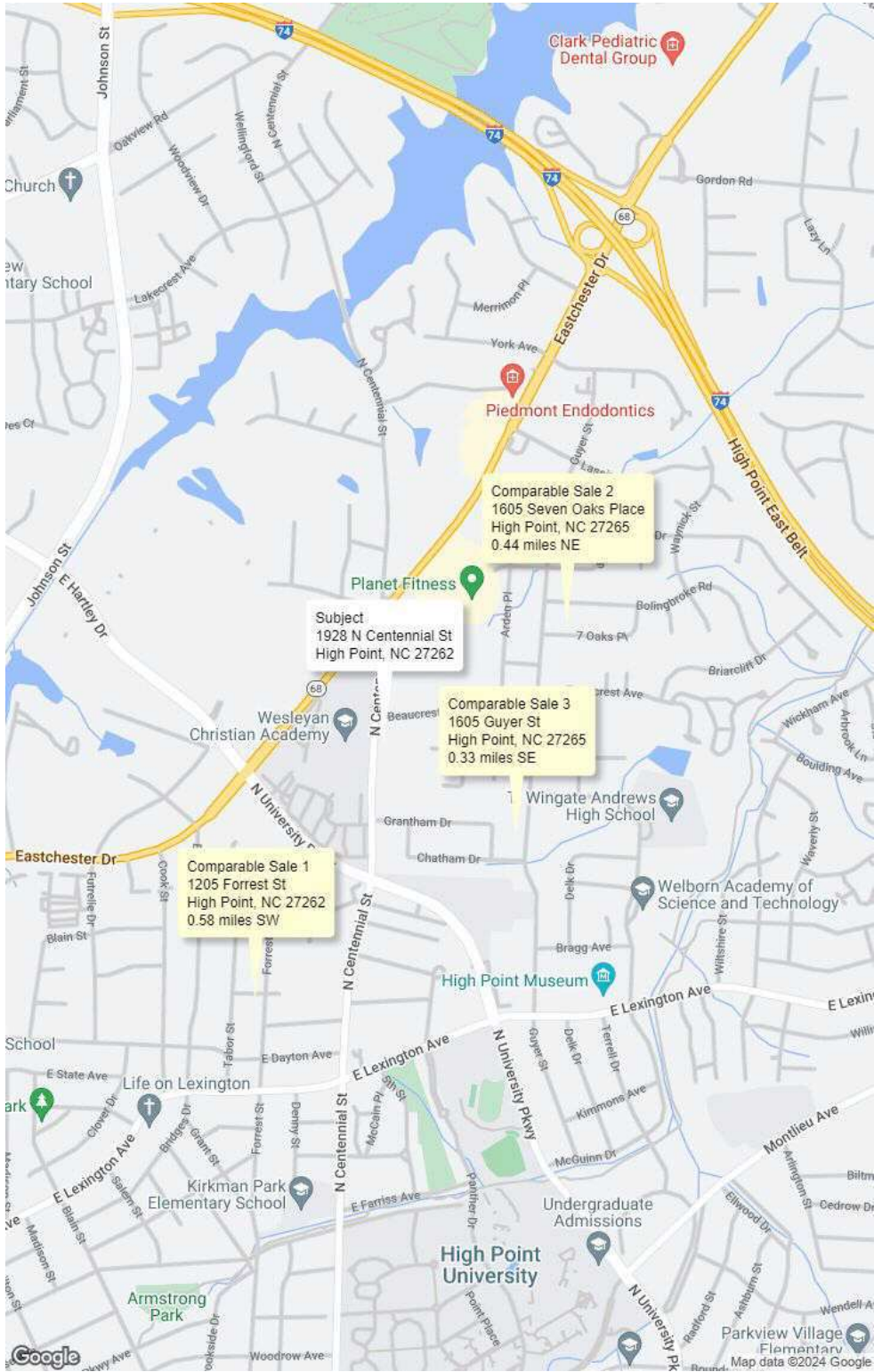


SALE 2 – 1605 Seven Oaks Place, High Point, NC



SALE 3 – 1605 Guyer Street, High Point, NC

LOCATION MAP – COMPARABLE SALE 2



AERIAL MAP OF COMPARABLE SALE 2



Comparable Sale #3



Comparable Sale 3: 489 Ansley Way, High Point, NC 27265
Located Immediately North of Phillips Park Soccer Complex



View of Phillips Park Soccer Complex located at
550 Hedgecock Road, High Point, NC 27265

SALES COMPARISON GRID COMPARABLE SALE 3

	SUBJECT	SALE #1	SALE #2	SALE #3
PROPERTY	489 Ansley Way, High Point	486 Ridgebrook Drive, High Point	1321 Crosswinds Drive, High Point	1326 Crosswinds Drive, High Point
SALE PRICE	\$168,000	\$153,000	\$171,000	\$175,000
Price per SF	\$112.00/SqFt	\$111.03/SqFt	\$143.58/SqFt	\$135.87/SqFt
DATE OF SALE	06/03/2024	12/04/2023	03/22/2024	11/22/2023
LOCATION	Average	Average	Average	Average
QUALITY	Average	Average	Average	Average
DESIGN/STYLE	Semi-Detached 2 Story	Attached 2 Story	Attached 1 Story	Semi-Detached 1 Story
AGE AND CONDITION	14 Years Average	13 Years Similar	16 Years Similar	16 Years Similar
SITE SIZE	Typical	Typical	Typical	Typical
GROSS LIVING AREA	1,500	1,378	1,191	1,288
Adjustment Per SF	\$50/SF			
ROOM COUNT	5/3/2.1	5/3/2.1	4/2/2.0	5/3/2.0
BASEMENT	None	None	None	None
GARAGE	None	None	2 Car Garage	2 Car Garage
HV/AC & Other	FWA/Central CvP,Pat,Fn,Stg	FWA/Central CvP,Pat,Fn,Stg	FWA/Central CvP,Pat,Fn,Stg	FWA/Central CvP,Pat,Fn,Stg
NET ADJ.		+\$8,900	-\$3,550	-\$13,400
ADJ. SALE PRICE		\$161,900	\$167,450	\$161,600

All comparable sales are located in competing areas of High Point in Davidson County. The three sales indicate a value range before adjustments of \$111.03 per square foot to \$143.58 per square foot. The distance from 489 Ansley Way, High Point to the edge of Phillips Park Soccer Complex is approximately 15 feet immediately to the south (measured on Davidson County GIS). After adjustments, the indicated value for this paired sale based on these comparable sales is \$163,000. The paired sale sold in June, 2024 for \$168,000. All sales were arm's length transactions with none of the sales being distress sales or foreclosures. This paired sale transaction is recorded at Deed Book 2477, Pages 517-518 of the Davidson County, North Carolina Registry.

COMPARABLE SALE PHOTOS



SALE 1 – 486 Ridgebrook Drive, High Point, NC

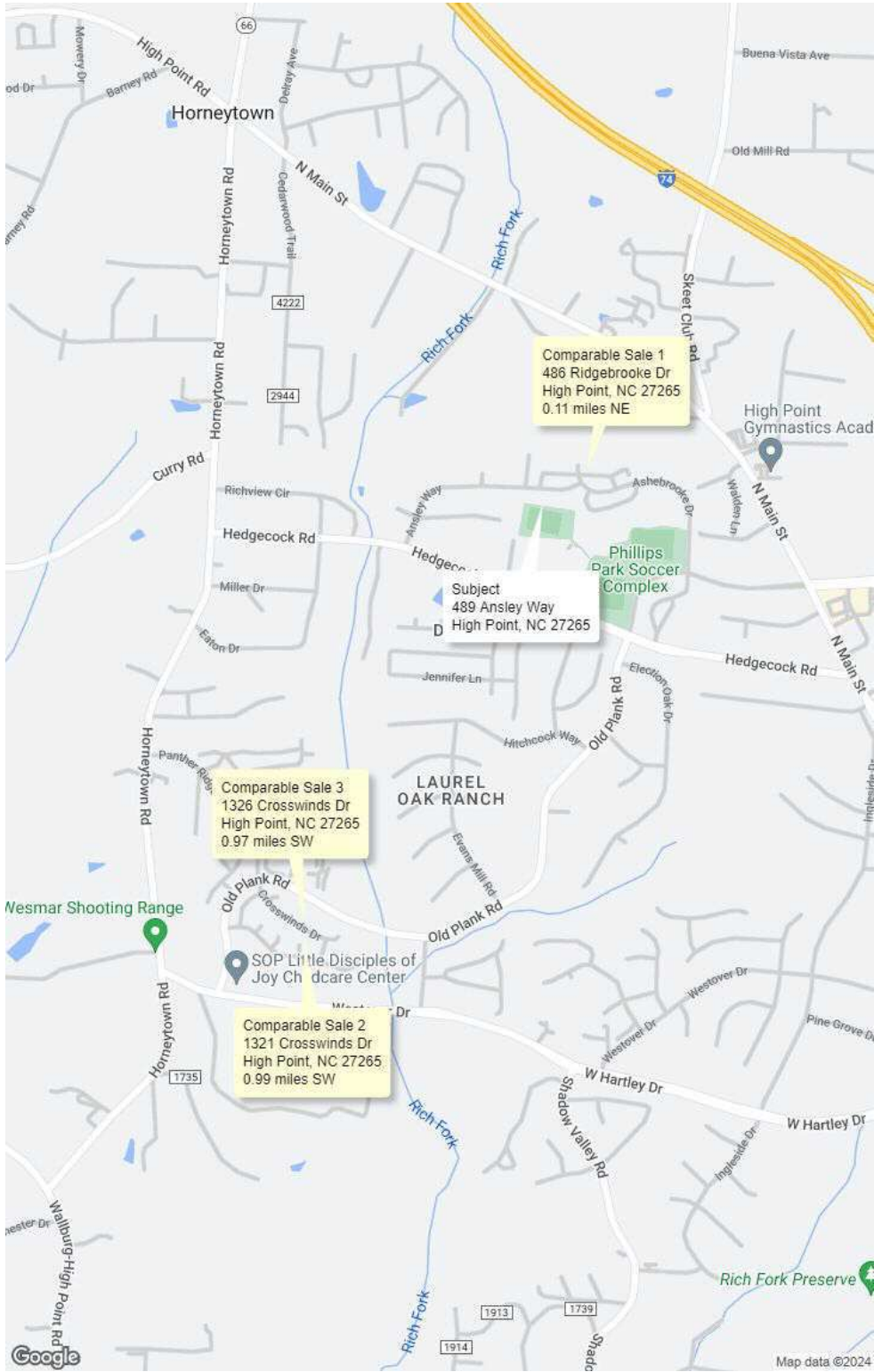


SALE 2 – 1321 Crosswinds Drive, High Point, NC

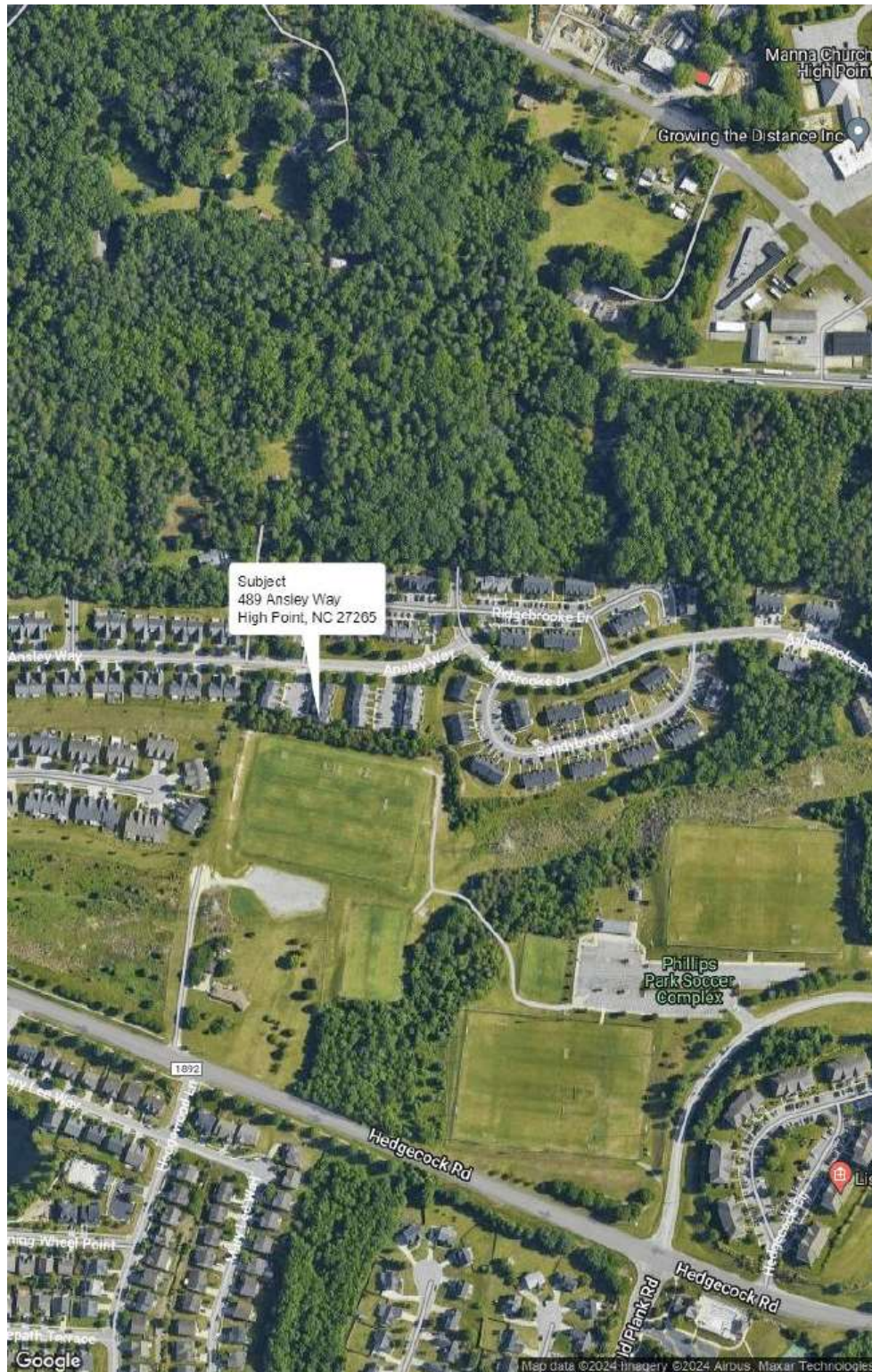


SALE 3 – 1326 Crosswinds Drive, High Point, NC

LOCATION MAP – COMPARABLE SALE 3



AERIAL MAP OF COMPARABLE SALE 3



Comparable Sale #4



Comparable Sale 4: 716 Ferndale Boulevard, High Point, NC 27262
Located across the street approximately 90 feet north of High Point Central High School,
Ferndale Middle School, and their Athletic Facilities



View of High Point Central High School, Ferndale Middle School, and their Athletic
Facilities located at 801 Ferndale Boulevard, High Point, NC 27262

SALES COMPARISON GRID COMPARABLE SALE 4

	SUBJECT	SALE #1	SALE #2	SALE #3
PROPERTY	716 Ferndale Boulevard, High Point	406 West Ray Avenue, High Point	611 West Farris Avenue, High Point	606 Florham Drive, High Point
SALE PRICE	\$225,000	\$215,000	\$209,000	\$230,000
Price per SF	\$168.41/SqFt	\$179.17/SqFt	\$145.34/SqFt	\$158.95/SqFt
DATE OF SALE	01/22/2024	09/21/2023	10/27/2023	10/23/2023
LOCATION	Average	Average	Average	Average
QUALITY	Average	Average	Inferior	Inferior
AGE AND CONDITION	72 Years Average	96 Years Superior	72 Years Similar	81 Years Similar
SITE SIZE	10,019 SF	7,841 SF	10,454 SF	12,197 SF
GROSS LIVING AREA	1,336	1,200	1,438	1,447
Adjustment Per SF	\$50/SF			
ROOM COUNT	6/3/1.0	6/3/1.0	6/3/2.0	5/3/2.0
BASEMENT	None	100 sf unf	None	None
GARAGE	1 Car Det Gar	None	None	None
HV/AC & Other	FWA/Central Pch,Fence	FWA/Central CvP,Stg,Fnc	FWA/Central CvPch,Pat	FWA/Central CvPch,Stg
NET ADJ.		-\$4,200	+\$4,900	+\$4,450
ADJ. SALE PRICE		\$210,800	\$213,900	\$234,450

All comparable sales are located in competing areas of High Point in Guilford County. The three sales indicate a value range before adjustments of \$145.34 per square foot to \$179.17 per square foot. The distance from 716 Ferndale Boulevard, High Point to the edge of High Point Central High School, Ferndale Middle School, and their Athletic Facilities is approximately 90 feet across the street (measured on Guilford County GIS). After adjustments, the indicated value for this paired sale based on these comparable sales is \$220,000. The paired sale sold in January, 2024 for \$225,000. All sales were arm's length transactions with none of the sales being distress sales or foreclosures. This paired sale transaction is recorded at Deed Book 8795, Pages 201-203 of the Guilford County, North Carolina Registry.

COMPARABLE SALE PHOTOS



SALE 1 – 406 W Ray Avenue, High Point, NC

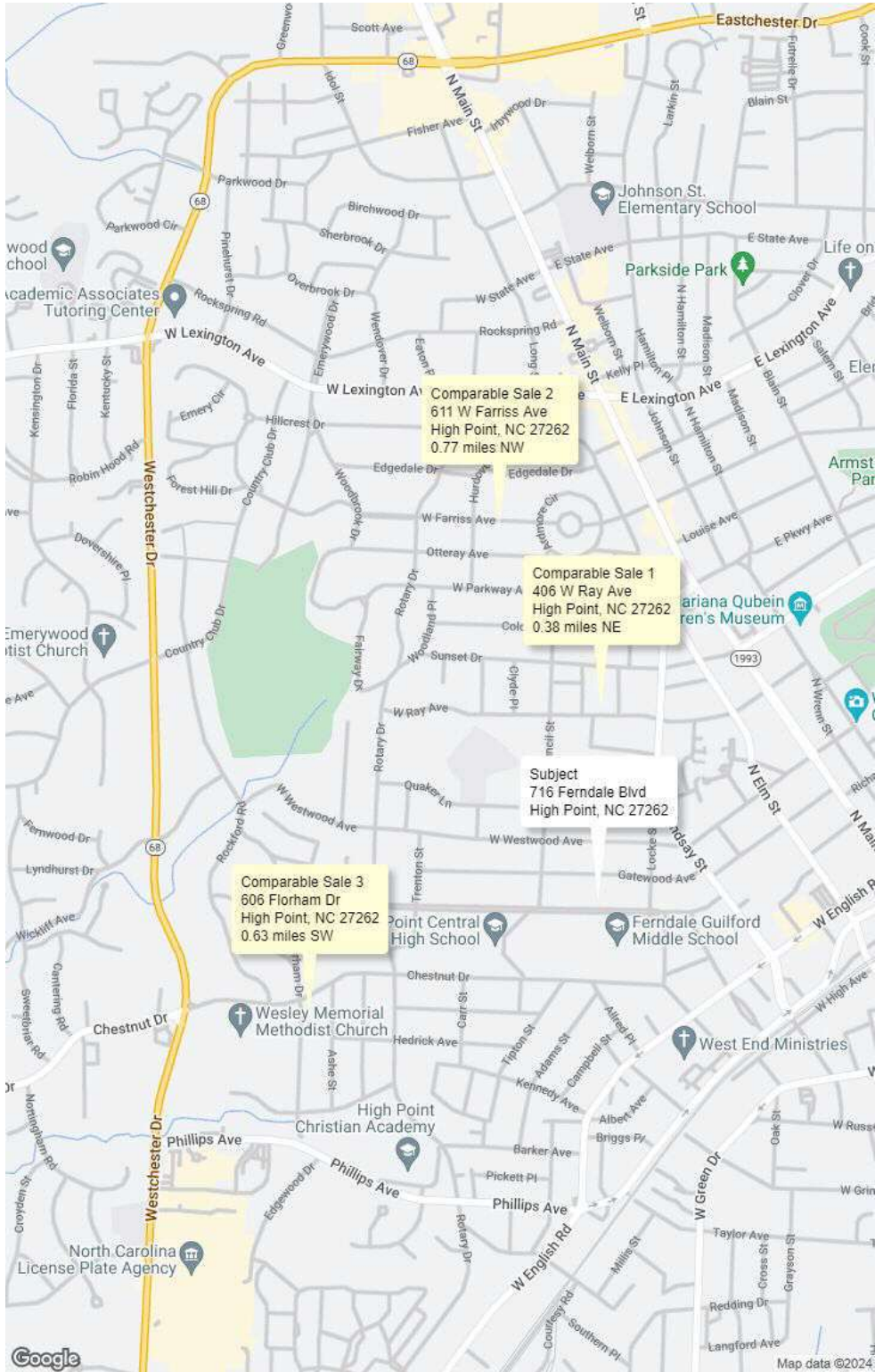


SALE 2 – 611 W Farriss Avenue, High Point, NC



SALE 3 – 606 Florham Drive, High Point, NC

LOCATION MAP – COMPARABLE SALE 4



AERIAL MAP OF COMPARABLE SALE 4



Comparable Sale #5



Comparable Sale 5: 4902 Plateau Court, Greensboro, NC 27455
Located across the street approximately 65 feet west of Greensboro Day School and some of its Athletic Fields



View of Greensboro Day School located at
5401 Lawndale Drive, Greensboro, NC 27455

SALES COMPARISON GRID COMPARABLE SALE 5

	SUBJECT	SALE #1	SALE #2	SALE #3
PROPERTY	4902 Plateau Court, Greensboro	3293 Wynnewood Drive, Greensboro	1206 Mosley Road, Greensboro	801 Mosley Court, Greensboro
SALE PRICE	\$657,500	\$720,000	\$636,000	\$640,000
Price per SF	\$160.29/SqFt	\$159.19/SqFt	\$152.99/SqFt	\$155.98/SqFt
DATE OF SALE	03/31/2021	12/14/2020	03/22/2024	11/22/2023
LOCATION	Average	Average	Average	Average
QUALITY	Average	Average	Average	Average
VIEW	Average	Average	Average	Average
AGE AND CONDITION	6 Years Average	15 Years Similar	12 Years Similar	12 Years Similar
SITE SIZE	40,006 SF	16,117 SF	13,504 SF	19,166 SF
GROSS LIVING AREA	4,102	4,523	5,157	4,103
Adjustment Per SF	\$70/SF			
ROOM COUNT	10/5/4.0	10/4/4.2	11/5/4.0	10/4/3.1
BASEMENT	None	None	None	None
GARAGE	3 Car Garage	3 Car Garage	3 Car Garage	3 Car Garage
HV/AC & Other	FWA/Central CvP,ScnP,Dk,F	FWA/Central CvP,Pat,Fnc	FWA/Central CvP,ScnP,Pat,F	FWA/Central CvP,ScnP,Pat,F
NET ADJ.		-\$15,260	+\$5,900	+\$16,140
ADJ. SALE PRICE		\$704,740	\$641,900	\$656,140

All comparable sales are located in competing areas of Greensboro in Guilford County. The three sales indicate a value range before adjustments of \$152.99 per square foot to \$159.19 per square foot. The distance from 4902 Plateau Court, Greensboro to the edge of Greensboro Day School is approximately 65 feet across the street (measured on Guilford County GIS). After adjustments, the indicated value for the subject property based on these comparable sales is \$660,000. The subject property sold in March, 2021 for \$657,500. All sales were arm's length transactions with none of the sales being distress sales or foreclosures. This paired sale transaction is recorded at Deed Book 8376, Pages 2691-2692 of the Guilford County, North Carolina Registry.

COMPARABLE SALE PHOTOS



SALE 1 – 3293 Wynnewood Drive, Greensboro, NC

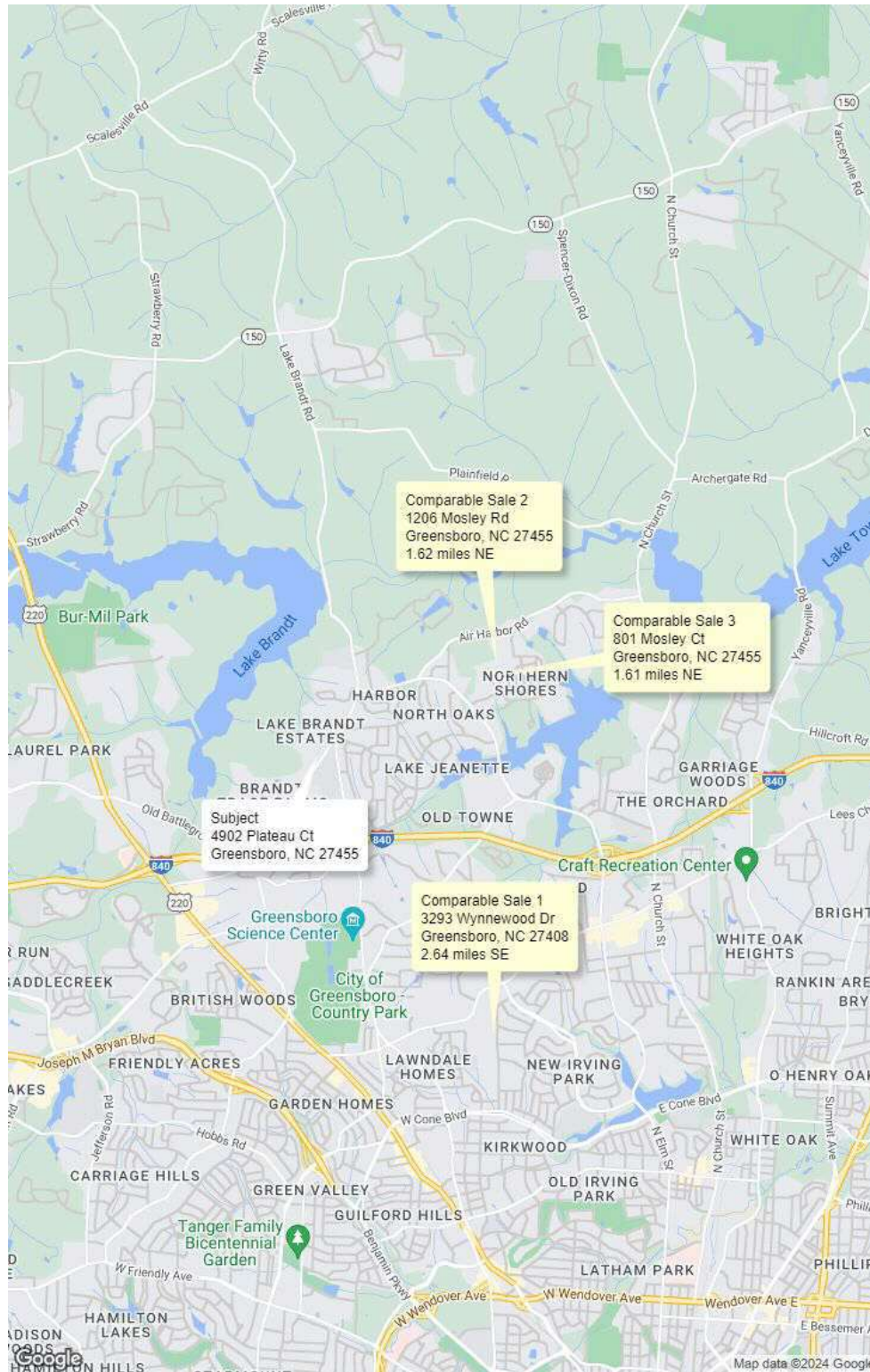


SALE 2 – 1206 Mosley Road, Greensboro, NC

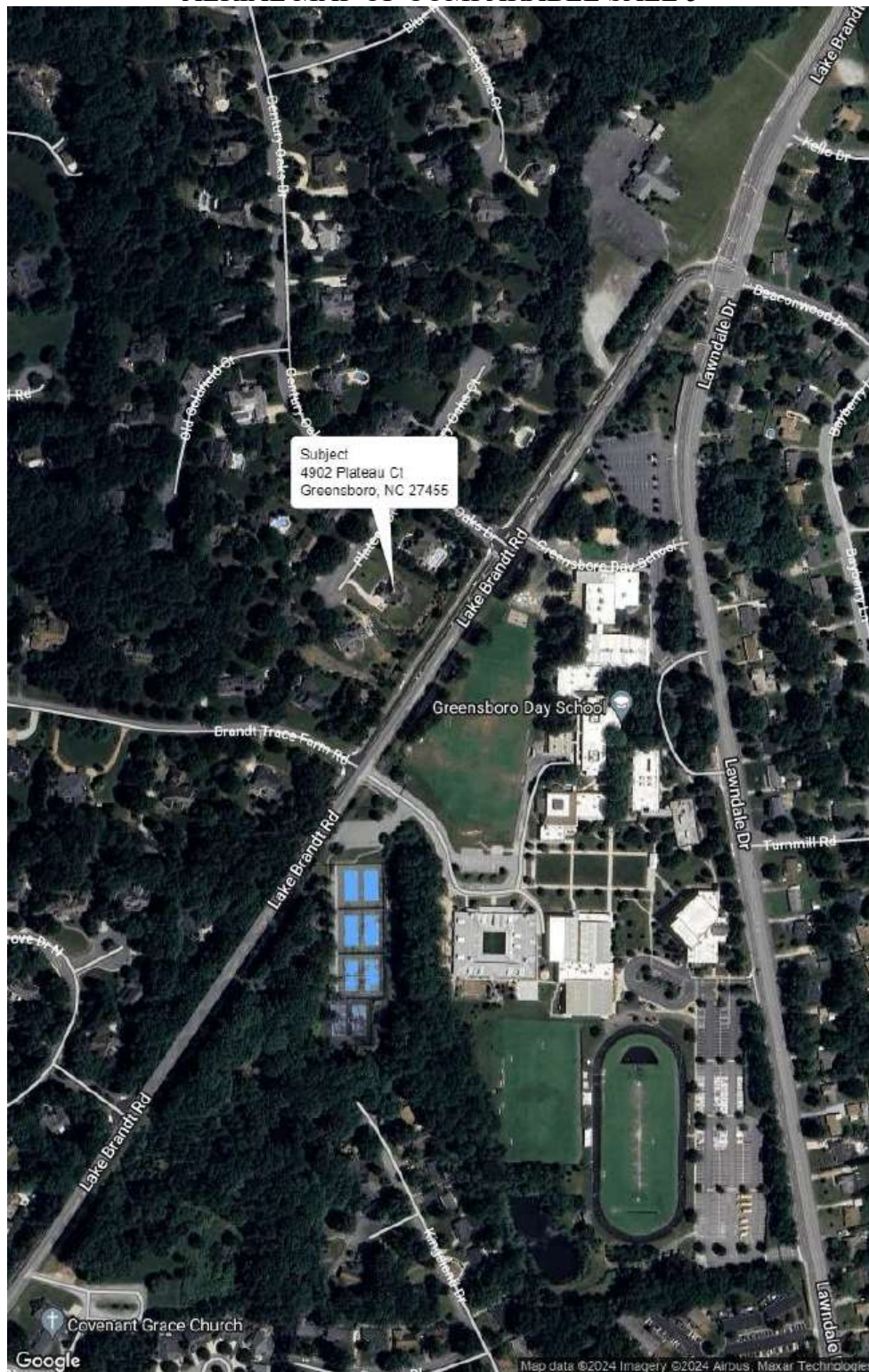


SALE 3 – 801 Mosley Court, Greensboro, NC

LOCATION MAP – COMPARABLE SALE 5



AERIAL MAP OF COMPARABLE SALE 5



G. Summary Of Sales Comparison Analysis

The Sales Comparison Analysis in this report illustrates the acceptance of the residential use of properties abutting or in close proximity to a school and/or athletic fields like subject. The comparable sales used in this report which are located in proximity to other external obsolescence factors (athletic facilities) are considered to present similar potential market objections, to in some cases more, than a school like subject. After making physical inspections of existing schools and athletic facilities and surrounding properties, I have concluded that uses surrounding the subject property are compatible and harmonious in functional utility and their values are not adversely impacted by the existence of a school with athletic facilities like the planned Piedmont School expansion. The expansion of The Piedmont School has no associated stigma that is reflected in market based data. Based on the evidence herein which was obtained and analyzed using all acceptable industry standards, I conclude that the proposed expansion of The Piedmont School located at 815 Old Mill Road, High Point, NC will not injure the value of adjoining or abutting properties in any measurable way, and certainly would not injure the value of adjoining or abutting properties in a substantial way. Because agricultural land, industrial properties, commercial properties, multi family properties, and other land uses are less sensitive to external obsolescence than single family residential properties, a finding of no impact to residential properties would apply to all other surrounding land uses.

Marketing times for all five paired sales in this report had short days on market with Comparable 1 – 4 Days, Comparable 2 – 4 Days, Comparable 3 – 1 Day, Comparable 4 – 13 Days, and Comparable 5 – 3 Days, which provides further support that these comparables being located in close proximity to schools and/or athletic facilities had no adverse effect on their marketing times, all five having sold in 13 days or less. In addition, appraiser also spoke with a broker involved in the transaction of each paired sale used in this market impact study. These conversations provide further support of appraiser's conclusions. A brief description of each conversation is as follows:

1. Appraiser spoke with Mr. Shaun Canoy, Selling Broker with Keller Williams One for 116 E Bellevue Drive, High Point. Mr. Canoy stated that this property being located in very close proximity to A.J. Simeon Stadium and High Point Athletic Complex had no adverse effect on its sales price or marketing time.
2. Appraiser spoke with Ms. Brittany Jones, Listing Broker with RE/MAX Preferred Properties for 1928 N Centennial Street, High Point. Ms. Jones stated that this property being located across the street from Wesleyan Christian Academy and its athletic fields had no adverse effect on its sales price or marketing time. In fact, she viewed it as a plus factor.
3. Appraiser spoke with Ms. Jacqueline Mosley, Selling Broker with Wilkinson Triad Realty for 489 Ansley Way, High Point. Ms. Mosley stated that this property being located adjacent to the Phillips Park Soccer Complex had no adverse effect on its sales price or marketing time.

4. Appraiser spoke with Mr. Aaron Randall, Listing Broker with Keller Williams Realty for 716 Ferndale Boulevard, High Point. Mr. Randall stated that this property being located across the street from High Point Central High School, Ferndale Middle School, and their athletic fields had no adverse effect on its sales price or marketing time. In fact, he viewed it as a plus factor, and the purchasers purchased the property because it was in close proximity to the school.
5. Appraiser spoke with Ms. Karen Bolyard, Listing Broker with Tyler Redhead & McAlister Real Estate for 4902 Plateau Court, Greensboro. Ms. Bolyard stated that this property being located across the street from Greensboro Day School and its athletic fields had no adverse effect on its sales price or marketing time. In fact, she stated that the purchasers viewed this as a plus factor.

In addition, I conclude that the proposed Piedmont School expansion will be in harmony with the area. The development of the area includes the already existing Piedmont School, in addition to High Point Elks Lodge, and other institutional uses (including a church/house of worship), uses that are similar to the proposed expansion. Expanding the Piedmont School would not change the dynamic of the area. In fact, with the current Piedmont School already in operation, the use of the land will not change providing further proof that the expansion will be in harmony with the area.

H. Conclusions

Conclusion of No Injury

Based on the data in this analysis, I conclude that the expansion of The Piedmont School in accordance with the proposed conditions will not substantially injure the value of adjoining or abutting properties. In addition, this data and my experience not only demonstrate that there will be no “substantial” injury or depreciation to adjoining, abutting, or nearby properties, it indicates that there will be no injury or depreciation.

In addition, I conclude that the proposed Piedmont School expansion will be in harmony with the area. The development of the area includes the already existing Piedmont School, in addition to High Point Elks Lodge, and other institutional uses (including a church/house of worship), uses that are similar to the proposed expansion. Expanding the Piedmont School would not change the dynamic of the area. In fact, with the current Piedmont School already in operation, the use of the land will not change providing further proof that the expansion will be in harmony with the area.

Based on my analyses shown earlier in this report, it is my opinion that the proposed Piedmont School expansion will not substantially injure the value of adjoining, abutting, or nearby properties. I recognize that the aesthetics of the area contribute to the overall appeal. The expansion has buffers to minimize to the extent possible the visual impact of the proposed expansion, and the visual impact of the expansion will not change the current visual impact of the existing school.

There are no hypothetical conditions in this impact study. There is one extraordinary assumption. (1) Appraiser assumes that the proposed Piedmont School Expansion will be developed and constructed as detailed in the report. If this extraordinary assumption is not true, the assignment results are subject to change.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment.

I hereby certify that I have made an inspection of this property and found it to be as stated in this report. To my best knowledge and belief, all statements and information in this report are true and correct with no important facts withheld. Neither my employment nor compensation are contingent upon the findings in the impact analysis which I have reported. No one other than the undersigned prepared the analysis, conclusions, and opinions concerning the real estate that are set forth in the written report. I am professionally competent to complete this impact analysis.

Thank you for this opportunity to serve you. If you have any questions or if I can be of further assistance, please do not hesitate to contact my office.

Respectfully submitted,
Hylton Crowder & Associates



Brian R. Crowder, MAI, SRA
Staff Appraiser
NC-A7529
Expiration Date – June 30, 2025



Certification Statement

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
- I have no present or prospective future interest in the property that is the subject of this report, and have no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report, or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).
- No one provided significant real property appraisal assistance to the person(s) signing this certification.
- I certify sufficient competence to appraise this property through education and experience, in addition to the internal resources of the appraisal firm.
- Brian Crowder, MAI, SRA made an inspection of the subject property.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.

- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, Brian Crowder, MAI, SRA has completed the continuing education program of the Appraisal Institute.
- Appraiser's license is in good standing and I have not been reprimanded or sanctioned by the licensing or regulatory authorities and am not currently involved in any process that may result in sanctions or reprimands.



Brian Crowder, MAI, SRA
NC-A7529



Addenda

Photographs of the Subject Property



View of Entrance to The Piedmont School



Typical View Exiting The Piedmont School



Front (South) Exterior View of Subject's Current Building



Side (East) Exterior View of Subject's Current Building



Side (West) Exterior View of Subject's Current Building



Rear (North) Exterior View of Subject's Current Building



View of Existing Parking Lot to Southwest Side of Main Building



View of Current and Future Parking Lot to East Side of Site



Location of Future Dining/Library Building and Gymnasium to East Side of Site



Location of Future Playground to West Side of Main Building



Location of Future Classrooms in Phase 1 to North Side of Main Building



Location of Future Athletic Fields to North Side of Site



Location of Future Phase 4 to Northeast Side of Main Building



View of Access Fire Lane Street to be Closed Off



View of Trees, Buffer, and Vegetation to Western Side of Site



View of Trees, Buffer, and Vegetation to Eastern Side of Site



View of Location of Future Retention Pond



Street Scene Looking West Along Old Mill Road in Front of Subject's Site



Street Scene Looking East Along Old Mill Road in Front of Subject's Site

Tax Card

9/3/24, 7:48 AM

Print Property Info

Property Summary

Tax Year: 2024

REID	201442	PIN	7803-10-2560	Property Owner	PIEDMONT SCHOOL INC
Location Address	819 OLD MILL RD	Property Description	15.18 AC OLD MILL RD	Owner's Mailing Address	PO BOX 1550 HIGH POINT NC 27261

Administrative Data		Transfer Information		Property Value	
Plat Book & Page		Deed Date	9/19/1996	Total Appraised Land Value	\$222,200
Old Map #		Deed Book	004460	Total Appraised Building Value	\$2,812,200
Market Area	7803A02	Deed Page	00287	Total Appraised Misc Improvements Value	\$5,800
Township	18-HIGH POINT	Revenue Stamps	\$504	Total Appraised Value	\$3,040,200
Planning Jurisdiction	HP-HIGH POINT	Package Sale Date		Other Exemptions	\$3,040,200
City	High Point	Package Sale Price		Exemption Desc	PRIVATE OWNED
Fire District		Land Sale Date	9/15/1996	Use Value Deferred	
Spec District		Land Sale Price	\$251,673	Historic Value Deferred	
Land Class	RESIDENTIAL	Improvement Summary		Total Deferred Value	
History REID 1		Total Buildings	1	Total Taxable Value	
History REID 2		Total Units	0		
Acreage	15.18	Total Living Area	0		
Permit Date		Total Gross Leasable Area	10,250		
Permit #					

<https://lrcpwa.ncptscld.com/guilford/PrintPRC.aspx?PARCELPK=201442>

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Building Summary

Card 1 819 OLD MILL RD

Building Details

Bldg Name	
Primary Occupancy Type	Schools and classro
Primary Occupancy	18-377-College (Enti
Primary Class	B
Primary Quality	Excellent
Year Built	1999
Effective Year	1999
Physical Depreciation (Rating)	A
Physical Depreciation (% Bad)	10
Economic Depreciation (% Bad)	0
Functional Depreciation (% Bad)	0
Gross Leasable Area (SQFT)	10,250
Remodeled Year	0
Total Stories	1

Building Total & Improvement Details

Total Adjusted Replacement Cost New	\$3,563,371
Physical Depreciation (% Bad)	A 10
Depreciated Value	\$2,812,203
Economic Depreciation (% Bad)	0
Functional Depreciation (% Bad)	0
Total Depreciated Value	\$2,812,203
Market Area Factor	1
Building Value	\$2,812,200
Misc Improvements Value	\$5,800
Total Improvement Value	\$2,818,000
Assessed Land Value	\$222,200
Assessed Total Value	

Section 1 Details

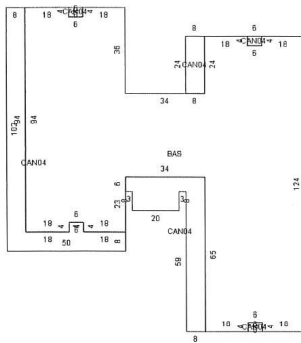
Occupancy Type	Schools and classro
Air Conditioning	CENTRAL
Class	B
Depreciation	22%
Depreciation	A
Exterior Walls	805-Brick with Block
FIXTURES	20
Heat	3-Default Heating
Interior Finish	CUSTOM
Interior Finish	DRYWALL/SHEETROCK
Occupancy	18-377-College (Enti
Quality	Excellent
Sprinkler	No Sprinklers

Addition Summary

Story	Type	Code	Area
1.00	Canopy	CAN0	2276

Building Sketch**Photograph**
<https://lrcpwa.ncptsccloud.com/guilford/PrintPRC.aspx?PARCELPK=201442>

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[Print Property Info](#)

Misc Improvements Summary

Card #	Unit Quantity	Measure	Type	Base Price	Size Adj Factor	Eff Year	Phys Depr (% Bad)	Econ Depr (% Bad)	Funct Depr (% Bad)	Common Interest (% Good)	Value
1	21500	UNITS	PAVING ASP	\$2.25		1999	88	0	0		\$5,800

Land Summary

Land Class: RESIDENTIAL			Deeded Acres: 0		Calculated Acres: 15.18		
Zoning	Soil Class	Description	Size	Rate	Size Adj. Factor	Land Adjustment	Land Value
R-3		0110-SINGLE-FAM-R RA	15.18 BY THE ACRE PRICE	\$12,000	1.22		\$222,200

Ownership History

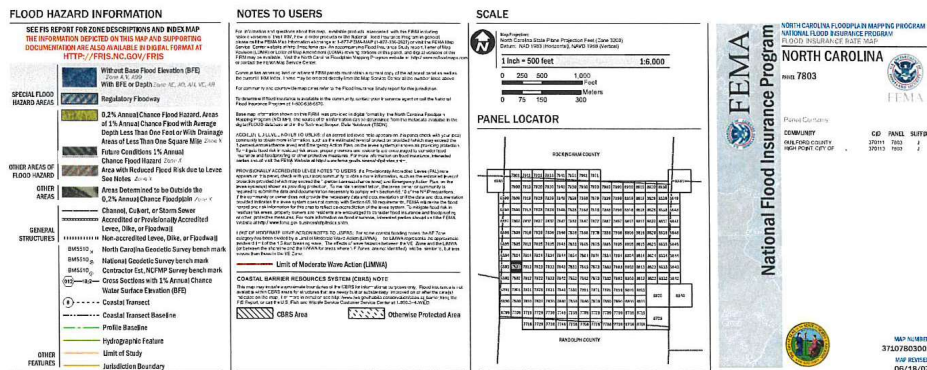
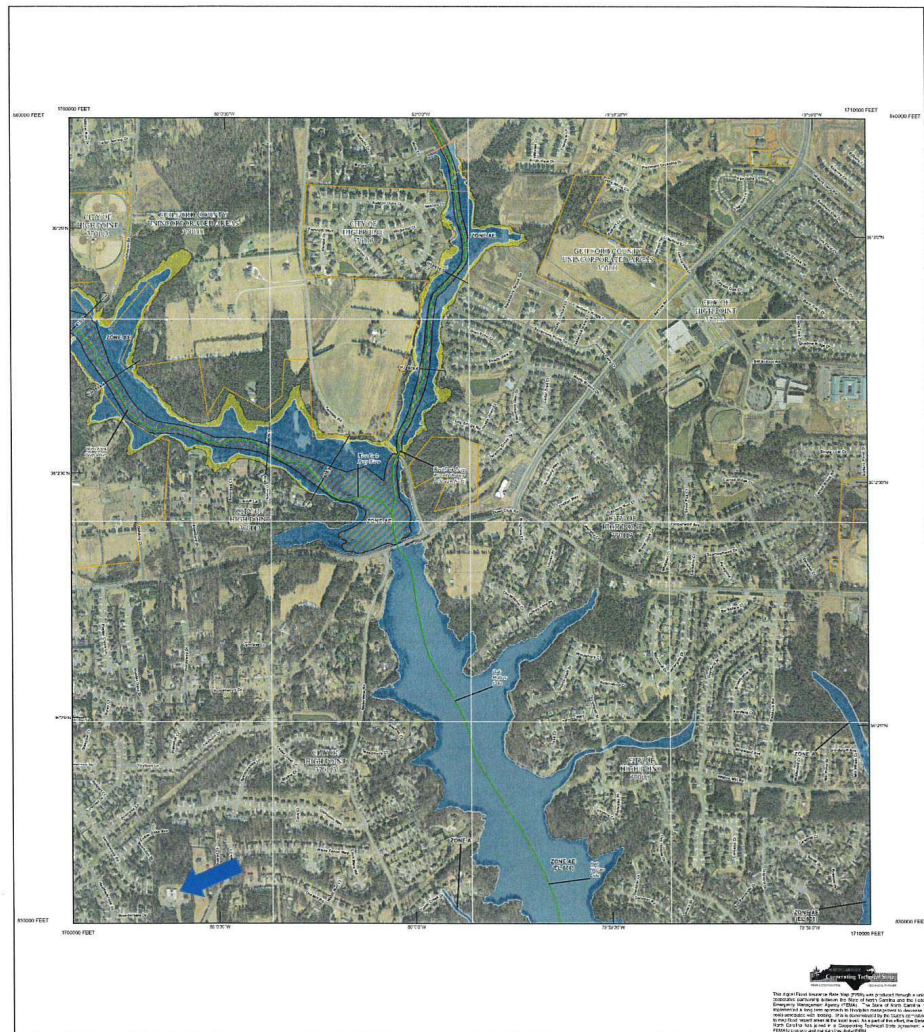
	Owner Name	Deed Type	% Ownership	Stamps	Sale Price	Book	Page	Deed Date
Current	PIEDMONT SCHOOL INC	WARRANTY DEED	100	504	\$251,673	004460	00287	9/19/1996

Notes Summary

Building Card	Date	Line	Notes
No Data			

3/3

Flood Maps



Brian Crowder Qualifications

Brian R. Crowder, MAI, SRA
Real Estate Appraiser
132 East Parris Avenue, High Point, North Carolina 27262
336-882-0131 Telephone
336-882-0135 Fax
E-mail Address bcrowder@hyltoncrowder.com

EDUCATION: Bachelor of Science Degree in Business Management
North Carolina State University, Raleigh, NC, 2008
Basic Appraisal Principles
Basic Appraisal Procedures
Business Practices and Ethics
Real Estate Finance, Statistics, Valuation Modeling
General Appraiser Market Analysis & Highest and Best Use
General Appraiser Sales Comparison Approach
General Appraiser Site Valuation & Cost Approach
General Appraiser Income Approach (Part I)
General Appraiser Income Approach (Part II)
Appraising Distressed Commercial Real Estate
Advanced Income Capitalization
Advanced Concepts and Case Studies

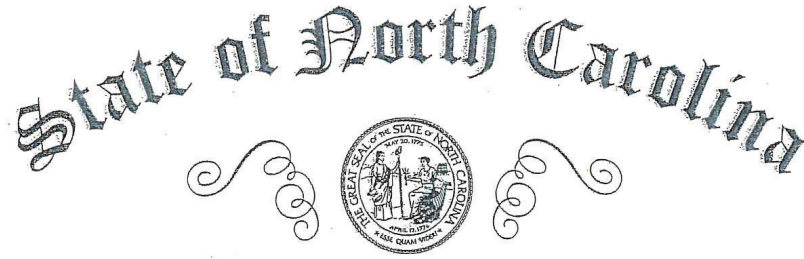
PROFESSIONAL AFFILIATION: MAI, SRA Member of the Appraisal Institute
State of North Carolina Certified General Real Estate Appraiser, Certificate # A7529
Board of Directors,
NC Chapter of the Appraisal Institute (2020-2022)

EXPERIENCE: Appraiser – Hylton-Crowder & Associates, Inc.
May, 2008 – Present

PARTIAL LIST OF CLIENTS: Truist Bank
Atlantic Union Bank
Guilford County
City of High Point
Pinnacle Bank
Towne Bank
Stonegate Bank
First Tennessee Bank
Southern First Bank
High Point University
High Point Medical Center: Wake Forest Baptist Health
Attorneys, Trust Officers, Individuals

Brian Crowder License

Certificate No. A7529



North Carolina Appraisal Board *BRIAN R. CROWDER*

having satisfied the North Carolina Appraisal Board regarding the qualifications to practice as a General Real Estate Appraiser in this State and having complied with the requirements prescribed by law, is hereby certified as a

**Certified General
Real Estate Appraiser**

Given under and by virtue of the provisions of Article 1 Chapter 93E of the General Statutes of North Carolina, I hereunto set my hand and seal of the North Carolina Appraisal Board at Raleigh on the date below shown:



NORTH CAROLINA APPRAISAL BOARD	
APPRAISER QUALIFICATION CARD	
REGISTRATION / LICENSE / CERTIFICATE HOLDER	
BRIAN R CROWDER	
24	25
A7529 APPRAISER NUMBER	G Y TYPE NATIONAL REGISTRY
<i>Brian R. Crowder</i> Appraiser's Signature	<i>Donald T. Rodgers</i> Executive Director
EXPIRES JUNE 30, 2025	

Donald T. Rodgers
Donald T. Rodgers
Executive Director

8/31/09

Glossary

This glossary contains the definitions of common words and phrases, used throughout the appraisal industry, as applied within this document. Please refer to the publications listed in the **Works Cited** section below for more information.

Works Cited:

- Appraisal Institute. *The Appraisal of Real Estate*. 14th ed. Chicago: Appraisal Institute, 2013. Print.
- Appraisal Institute. *The Dictionary of Real Estate Appraisal*. 6th ed. 2015. Print.

Band of Investment

A technique in which the capitalization rates attributable to components of an investment are weighted and combined to derive a weighted-average rate attributable to the total investment (i.e., debt and equity, land and improvements). (Dictionary, 6th Edition)

Common Area

1. The total area within a property that is not designed for sale or rental but is available for common use by all owners, tenants, or their invitees, e.g., parking and its appurtenances, malls, sidewalks, landscaped areas, recreation areas, public toilets, truck and service facilities.
2. In a shopping center, the walkways and areas onto which the stores face and which conduct the flow of customer traffic. (ICSC) (Dictionary, 6th Edition)

Common Area Maintenance (CAM)

1. The expense of operating and maintaining common areas; may or may not include management charges and usually does not include capital expenditures on tenant improvements or other improvements to the property.
 - CAM can be a line-item expense for a group of items that can include maintenance of the

parking lot and landscaped areas and sometimes the exterior walls of the buildings.

- CAM can refer to all operating expenses.
 - CAM can refer to the reimbursement by the tenant to the landlord for all expenses reimbursable under the lease. Sometimes reimbursements have what is called an administrative load. An example would be a 15% addition to total operating expenses, which are then prorated among tenants. The administrative load, also called an administrative and marketing fee, can be a substitute for or an addition to a management fee.
2. The amount of money charged to tenants for their shares of maintaining a center's common area. The charge that a tenant pays for shared services and facilities such as electricity, security, and maintenance of parking lots. Items charged to common area maintenance may include cleaning services, parking lot sweeping and maintenances, snow removal, security, and upkeep. (ICSC) (Dictionary, 6th Edition)

Debt Coverage Ratio (DCR)

The ratio of net operating income to annual debt service ($DCR = NOI/Im$), which measures the relative ability of a property to meet its debt service out of net operating income; also called debt service coverage ratio (DSCR). A larger DCR indicates a greater ability for a property to withstand a downturn in revenue, providing an improved safety margin for a lender. (Dictionary, 6th Edition)

Discount Rate

A rate on return on capital used to convert future payments or receipts into present value; usually considered to be a synonym for yield rate. (Dictionary, 6th Edition)

Effective Age

The age of property that is based on the amount of observed deterioration and obsolescence it has sustained, which may be different from its chronological age. (Dictionary, 6th Edition)

Effective Date

1. The date on which the appraisal or review opinion applies. (SVP)
2. In a lease document, the date upon which the lease goes into effect.

Exposure Time

1. The time a property remains on the market.
2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. (Dictionary, 6th Edition)

External Obsolescence

A type of depreciation; a diminution in value caused by negative externalities and generally incurable on the part of the owner, landlord, or tenant. The external influence may be either temporary or permanent (Dictionary, 6th Edition).

Extraordinary Assumption

An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinion or conclusion. Comment: Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP, 2016-2017 ed.) (Dictionary, 6th Edition)

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (Dictionary, 6th Edition)

Functional Obsolescence

The impairment of functional capacity of a property according to market tastes and standards. (Dictionary, 6th Edition)

Functional Utility

The ability of a property or building to be useful and to perform the function for which it is intended according to current market tastes and standards; the efficiency of a building's use in terms of architectural style, design and layout, traffic patterns, and the size and type of rooms. (Dictionary, 6th Edition)

Gross Building Area (GBA)

Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above grade area. (Dictionary, 6th Edition)

Gross Leasable Area (GLA)

Total floor area designed for the occupancy and exclusive use of tenants, including basements and mezzanines; measured from the center of joint partitioning to the outside wall surfaces. (Dictionary, 6th Edition)

Highest & Best Use

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best legal use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. (Dictionary, 6th Edition)

Hypothetical Condition

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but it is used for the purpose of analysis. Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP, 2016-2017 ed.) (Dictionary, 6th Edition)

Leased Fee Interest

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the revisionary right when the lease expires. (Dictionary, 6th Edition)

Market Area

The geographic region from which a majority of demand comes in which the majority of competition is located. Depending on the market, a market area may be further subdivided into components such as primary, secondary, and tertiary market areas, or the competitive market area may be distinguished from the general market area. (Dictionary, 6th Edition)

Market Rent

The most probable rent that a property should bring in a competitive and open market reflecting the conditions and restrictions of a specified lease agreement, including the rental adjustment and reevaluation, permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs). (Dictionary, 6th Edition)

Market Value

A type of value that is the major focus of most real property appraisal assignments. Both economic and legal definitions of market value have been developed and refined, such as the following:

1. The most widely accepted components of market value are incorporated in the following definition: The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after a reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress.

2. Market value is described, not defined, in the Uniform Standards of Professional Appraisal Practice (USPAP) as follows: A type of value, stated as an opinion, that presumes the transfer of a property (i.e., a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the definition of the term identified by the appraiser as applicable in an appraisal.

USPAP also requires that certain items be included in every appraisal report. Among these items, the following are directly related to the definition of market value:

- Identification of the specific property rights to be appraised.
 - Statement of the effective date of the value opinion.
 - Specification as to whether cash, terms equivalent to cash, or other precisely described financing terms are assumed as the basis of the appraisal.
 - If the appraisal is conditioned upon financing or other terms, specification as to whether the financing or terms are at, below, or above market interest rates and/or contain unusual conditions or incentives. The terms of above—or below—market interest rates and/or other special incentives must be clearly set forth; their contribution to, or negative influence on, value must be described and estimated; and the market data supporting the opinion of value must be described and explained.
3. The following definition of market value is used by agencies that regulate federally insured financial institutions in the United States: The most

probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and the seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(12 C.F.R. Part 34.42(g); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994)

4. The International Valuation Standards Council defines *market value* for the purpose of international standards as follows: The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion. (IVS)

5. The Uniform Standards for Federal Land Acquisitions defines *market value* as follows: Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date for the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal. (Uniform Standards for Federal Land Acquisitions) (Dictionary, 6th Edition)

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of the appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, “Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions” address the determination of reasonable exposure and marketing time). (Dictionary, 6th Edition)

Net Operating Income (NOI)

The actual or anticipated net income that remains after all operating expenses are deducted from effective gross income but before mortgage debt service and book depreciation are deducted. Note: This definition mirrors the convention used in corporate finance and business valuation for EBITDA (earnings before interest taxes, depreciation, and amortization) (Dictionary, 6th Edition)

Obsolescence

One cause of depreciation; an impairment of desirability and usefulness caused by new inventions, changes in design, improved processes for production, or external factors that make a property less desirable and valuable for a continued use; may be either functional or external. (Dictionary, 6th Edition)

Parking Ratio

A ratio of parking area or parking spaces to an economic or physical unit of comparison. Minimum required parking ratios of various land uses are often stated in zoning ordinances. (Dictionary, 6th Edition)

Rentable Area

For office buildings, the tenant’s pro rata portion of the entire office floor, excluding elements of the building that penetrate through the floor to the areas below. The rentable area of a floor is computed by measuring to the inside finished surface of the dominant portion of the permanent building walls, excluding any major vertical penetrations of the floor. Alternatively, the amount of space on which the rent is based; calculated according to local practice. (Dictionary, 6th Edition)

Replacement Cost

The estimated cost to construct, at current prices as of the effective appraisal date, a

substitute for the building being appraised, using modern materials and current standards, design, and layout. (Dictionary, 6th Edition)

Scope of Work

The type and extent of research and analyses in an appraisal or appraisal review assignment. (USPAP, 2016-2017 ed.)

Stabilized Occupancy

An expression of the average or typical occupancy that would be expected for a property over a specified projection period or over its economic life. (Dictionary, 6th Edition)

Tenant Improvements (TIs)

1. Fixed improvements to the land or structures installed and paid for use by a lessee.
2. The original installation of finished tenant space in a construction project; subject to periodic change for succeeding tenants. (Dictionary, 6th Edition)

Vacancy and Collection Loss

A deduction from potential gross income (PGI) made to reflect income reductions due to vacancies, tenant turnover, and non-payment of rent; also called vacancy and credit loss or vacancy and contingency loss. (Dictionary, 6th Edition)

Exhibit E

Revised as of 11-8-24

Consent to SUP Conditions

I consent to the conditions provided below being incorporated into the Special Use Permit.



Board of Trustees, Chair

(sign by property owner/applicant)

If you have no objection to these conditions, please sign above. If the final SUP is approved by City Council, this document will be reviewed and issued by the Planning Director.

SPECIAL USE PERMIT 24-01
CITY OF HIGH POINT, NORTH CAROLINA
(The Piedmont School, Inc.)
November 18, 2024

The City of High Point City Council, pursuant to Section 2.4.12, Special Use, of the City of High Point Development Ordinance, approves a Special Use Permit (SUP) for the subject property located at 815 and 829 Old Mill Road (Parcel #s 201442 & 201438), subject to the following condition(s):

Part I.

1. Allowable principal and accessory uses

- A. Major and Minor School use types and their customary accessory uses shall be permitted on the subject property.
- B. All uses of the subject property shall comply with the development and dimensional requirements of the Residential Single Family – 3 (R-3) District and the specific conditions listed in this SUP.

2. Lighting and Seating

- A. There shall be no outdoor recreation lighting, outdoor assembly lighting, or similar athletic field/stadium lighting permitted on the subject property. This prohibition shall not apply to commonly used, exterior lighting where the mounted height is not greater than 35 feet above grade, whether mounted on poles, walls or by other

means, adjacent to exterior walkways or structures, in parking lots, along the entrance drive, or otherwise used to light areas for safety and security reasons.

- B. There shall be no permanent bleachers or grandstand seating allowed at any athletic field on the subject property. Only mobile or temporary bleachers or seating of no more than ten rows shall be allowed on and around athletic fields.

Part II.

1. Site Development and Student Enrollment

- A. Development of the subject property shall comply with all applicable local, state, and federal requirements, and all necessary permits required for development shall be obtained before any development activity can take place on the subject property.
- B. Development of the subject property shall be generally consistent with the attached SUP Phasing Plan (*See Exhibit A – “Special Use Permit Phasing Plan – The Piedmont School” Prepared by Davis-Martin-Powell Engineers and Surveyors*), except if a change or amendment to this SUP is approved.
- C. Phasing of development on the subject property (i.e. expansion of the existing 10,200 square foot facility) shall be permitted as follows:
 - i. Phase 1: this phase includes a building addition of 2,100 square feet (classrooms and additional bathrooms); removal of modular classrooms; playground relocation, tree removal, and grading for creation of the athletic fields; grading and installation of stormwater control devices; parking lot expansion; and entrance drive upgrades and related sidewalk. *See area highlighted in yellow on Exhibit A.* Student enrollment shall not exceed 155 students.
 - ii. Phase 2: this phase includes a building addition of 7,500 square feet (science labs, lobby, dining, and restrooms) and the conversion of common space into library. *See area highlighted in blue on Exhibit A.* Student enrollment shall not exceed 155 students.
 - iii. Phase 3: this phase includes a building addition of 12,000 square feet for the construction of gym, stage, art and music space, and music storage space. *See area highlighted in green on Exhibit A.* Student enrollment shall not exceed 155 students.
 - iv. Phase 4: this phase includes a building addition of 3,000 square feet for additional classrooms and a staff workroom. *See area highlighted in pink on Exhibit A.* Student enrollment shall not exceed 200 students.
 - v. The above noted phasing and uses shall not preclude the installation of fencing, playground equipment, picnic shelter(s), or other accessory recreational equipment, subject to all other required permits and approvals being obtained. Recreation equipment and picnic shelter(s) shall not be

placed within the Type B Semi Opaque Landscape Yard at the perimeter of the subject property.

- D. The development and grading of the subject property shall comply with the following:
- i. The removal of trees and grading of land to achieve the site layout as depicted on the phasing plan attached as Exhibit A hereto shall be permitted subject to obtaining grading and watershed plan approval.
 - ii. Final configuration of parking, stormwater control devices, internal vehicular circulation areas, athletic fields, pedestrian paths, etc. may shift within designated areas depicted on the phasing plan attached as Exhibit A hereto.
- E. Minor amendments or changes to the land development activity area or building configuration shall comply with the following:
- i. The City Council may approve a 30% expansion of the total area of land development activity (subject to said expansion not encroaching into perimeter landscaping yard areas) or building configuration of an individual phase of development as a minor change pursuant to Section 2.4.12.F.1. of the Development Ordinance without a hearing, upon receipt of a report from the City's Planning and Development Director.
 - ii. Any minor change proposed shall:
 - a) only apply in the general area of the individual phase expansion as depicted on Exhibit A attached hereto;
 - b) meet the standards of the R-3 District;
 - c) not encroach into perimeter landscape yards of the subject property; and
 - d) be limited to a specific individual phase of development and shall not be transferred to other phases.
 - iii. A material change to the SUP that alters the objectives and purposes of the requirements or conditions of the SUP, including a more than 30% expansion of the total area of land development activity or building configuration of an individual phase of development, constitutes a major change to the SUP and shall comply with Section 2.4.12.F.2. of the Development Ordinance.

2. Landscaping, Buffers and Screening:

In addition to standards of the Development Ordinance, the following more restrictive landscaping and screening standards shall apply:

- A. A Type B Semi Opaque Landscape Yard (Landscape Yard Type from Table 5.5.11.B of the Development Ordinance) shall be installed and maintained along the perimeter of the subject property, as depicted on the phasing plan attached as Exhibit A hereto. This landscape yard shall be installed in conjunction with Phase 1 of the development. In accordance with the standards of Section 5.5.8 (Credit for

Existing Vegetation) of the Development Ordinance, existing vegetation may be used to meet these landscape yard conditions.

- B. All service areas (dumpsters, recycling containers, etc.) shall be located no closer than one hundred (100) feet from adjacent residentially zoned property and screened as provided for in Section 5.6.6 (Screening Methods) and Section 5.6.7 (Prohibited Screening Material) of the Development Ordinance.

3. Transportation Conditions

- A. Only one point of vehicular access shall be permitted to Old Mill Road. Any facility located on the subject property shall not be allowed vehicular access points to any other public rights-of-way. This shall not preclude access for emergency vehicles and personnel, and public safety or utility maintenance vehicles and personnel. Onsite vehicle queuing shall be installed and maintained in a manner generally consistent with vehicle queuing plan depicted on Exhibit B attached hereto.
- B. Before proceeding with submittal of land development approval for Phase 4, the owner of the subject property and/or applicant shall seek a determination from the City's Director of Transportation regarding the necessity of a Traffic Impact Analysis (TIA). In the event a TIA is required by policy as a result of student enrollment increases, the owner and/or applicant shall apply to and seek approval from the City's Director of Transportation for the location and design of reasonable improvements to the access point to be completed as part of Phase 4.
- C. In the event the owner and/or applicant proposes to modify or widen the current access point to Old Mill Road, the City's Transportation Director shall approve the exact location and design of all modifications and improvements.

Part III.

This SUP is perpetually binding and runs with the land, unless amended. If the approved special use (the Major and Minor School use) is discontinued for a period exceeding one (1) year, or if the special use is replaced by a use otherwise permitted by right in the zoning district, the special use is deemed abandoned and this SUP is null and void. An action invalidating a special use condition of approval for any reason shall render this SUP null and void.

Part IV.

Based upon the City Council's approval of the special use of the subject property, and the accompanying written Decision Approving Special Use Permit 24-01 adopted by the City Council on October 21, 2024, this SUP 24-01 is hereby issued and effective upon the date provided below.

Sushil Nepal, Planning & Development Director

Date



**Decision of the City of High Point
City Council
Special Use Permit (SUP-24-01)
The Piedmont School, Inc.,
Applicant and Property Owner**

Decision Approving Special Use Permit

The High Point City Council held a quasi-judicial evidentiary hearing on November 18, 2024, to consider Application SUP-24-01 filed by The Piedmont School, Inc., Applicant and Property Owner. The Applicant requested a Special Use Permit (SUP) to allow expansion of an existing Major and Minor School use type on the subject property located at 815 & 829 Old Mill Road, High Point, North Carolina (Parcel Numbers 201442 & 201438). This Decision is the written quasi-judicial decision of the City Council and includes findings of fact and conclusions of law based on the competent, material, and substantial evidence presented at the hearing in accordance with the North Carolina General Statutes. This Decision is effective upon being filed with the City Clerk.

Findings of Fact

1. The subject property is 16.3 acres located off Old Mill Road (a collector street) that is currently developed with a 10,250 square foot structure that is used as an institutional use (a Major and Minor School) known as The Piedmont School. Guilford County records indicate that the structure was built in 1999. The Applicant requested a SUP to expand the existing school.
2. The subject property is located in the Residential Single Family – 3 (R-3) zoning district and designated by the High Point 2045 Comprehensive Plan as being within a Suburban Neighborhood place type. The R-3 zoning district and Suburban Neighborhood place type both support public/institutional uses, such as schools and religious institutions, as secondary principal uses, subject to meeting certain standards in the Development Ordinance.
3. The subject property is located at the outer edge of single family neighborhoods (the Blairwood Estates, The Landing at Waterview, and the Ashley Park neighborhoods). Access to the subject property does not require vehicular traffic to travel through these residential neighborhoods. Access will be from the existing driveway access point the school currently uses from Old Mill Road.
4. The land uses surrounding the subject property consist of single family detached dwellings to the north, west, and south. To the east of the subject property is a bed & breakfast use, as well as single family detached dwellings and an institutionally zoned major assembly use (youth camp) across Old Mill Road.
5. On July 16, 2024, following a pre-application conference and review of a sketch plan of the proposed school expansion by the City of High Point's Technical Review Committee, the Applicant filed Application SUP-24-01. This SUP application requests an expansion of an existing Major and Minor School use type, as noted in Table 4.1.9 (Principal Use) of the Development Ordinance.
6. The current Piedmont School facility consist of a 10,250 square foot structure that serves approximately 80 to 100 students within grades K – 12. The Application requests a phased expansion (in four phases) that will provide site improvements and increase the existing building

square footage to approximately 34,950 square feet. The building expansion and site improvements will generally consist of the following:

- a) Phase 1 proposes an approximate 2,100 square foot building expansion, clearing the northern half of the subject property for an athletic field, clearing the southwestern portion of the subject property to install a stormwater control device that will treat stormwater runoff from the expansion, parking lot expansion at the southeastern portion of subject property, entrance drive upgrades/widening, and expansion of on-site vehicle queuing capacity. The Applicant has offered a SUP condition to limit student enrollment of The Piedmont School to 155 students in Phase 1 of their expansion.
 - b) Phase 2 proposes an approximate 7,500 square feet building expansion.
 - c) Phase 3 proposes an approximate 12,000 square feet building expansion, which includes a gymnasium. The Applicant has offered a SUP condition to maintain student enrollment of The Piedmont School at 155 students during both Phase 2 and Phase 3.
 - d) Phase 4 (buildout) proposes an approximate 3,000 square feet building expansion. The Applicant has offered a SUP condition to limit student enrollment of The Piedmont School to 200 students (maximum student enrollment at buildout).
7. The Applicant's proposed building expansions (all 4-phases) will be adjacent to the existing school structure in the middle of the subject property. Since the total area of the subject property is in excess of 16 acres, the proposed expansion of the school will still leave most of the subject property undeveloped or open space/recreational area.
 8. The Applicant has provided a report from a North Carolina certified real estate appraiser in which the appraiser evaluated homes sales near recreational facilities with outdoor athletic fields and homes sales near schools. Using comparable sales of similar sized and aged homes, the appraiser found that the values of abutting properties are not adversely impacted by the existence of a school with athletic facilities like the planned Piedmont School expansion. The appraisal report concluded that the proposed expansion of the Piedmont School will not injure the value of adjoining or abutting properties in any measurable way.
 9. Vehicular access to the subject property will continue to be from the current driveway access from Old Mill Road. As part of the expansion, the student drop-off and pick-up area will be expanded. The Applicant has offered a condition for the subject property to be bound a vehicle stacking or queuing plan showing the required minimum on-site vehicle queuing for each phase of the school expansion project. At build-out (Phase 4), a minimum of 809 linear feet of on-site vehicle queuing area will be required and up to 813 linear feet of on-site vehicle queuing can be provided.
 10. On November 18, 2024, a quasi-judicial evidentiary hearing was held on Application SUP-24-01. The Applicant was represented by attorney Will Quick (Brooks, Pierce, McLendon, Humphrey & Leonard L.L.P.).
 11. During the hearing, no competent, material, or substantial evidence was presented to rebut the *prima facie* case presented by the Applicant.
 12. The City Council voted ____ - ____ on November 18, 2024, that the Applicant met the SUP review standards provided in Section 2.4.12.C. of the Development Ordinance.

Conclusions

The City Council has reached the following conclusions based upon Application SUP-24-01, the staff report (and attachments), the above-findings of fact, the presentations and legal arguments made by the parties, and the competent, material, and substantial evidence submitted during the hearing in this matter:

1. The proposed special use (the expansion of the existing Major and Minor School) will not materially endanger the public health or safety if located where proposed because there is sufficient vehicle queuing that can be provided on the subject property to limit vehicles backing into the Old Mill Road right-of way during student drop-off and pick-up. Additionally, impacts upon the adjacent residential neighborhoods will be limited due to:
 - a) The proposed special use does not introduce a new use type on this subject property, but is an expansion of an existing school;
 - b) The school will be restricted to a maximum enrollment/capacity of 200 students. This will produce a occupancy rate (student and staff) of approximately half the maximum building occupancy rate allowed by the NC Building Code; and
 - c) No new vehicular access points are proposed for the expansion of the existing school. The current access drive from Old Mill Road will continue to be used
2. The proposed special use, as depicted and described in Application SUP-24-01 and based on the conditions offered by the Applicant, complies with all required standards, conditions, and specifications of the Development Ordinance, including Chapter 4: Uses.
3. Based upon the information and materials submitted with Application SUP-24-01 and the competent, material, and substantial evidence from the Applicant's appraiser, as well as the conditions offered by the Applicant, an expanded school will not negatively impact abutting residential property values. As result, the proposed special use will not substantially injure the value of the abutting land.
4. The proposed special use will be in harmony with the area in which it is to be located because of the size of the subject property and how far from residential parcels the school will be, the location of the subject property on a collector street at the outer edge of adjacent residential neighborhoods, the location of other institutional uses nearby, and the restriction of the number of students who can be enrolled in the school.
5. The proposed special use is in general conformity with the City's adopted policy guidance, including The High Point 2045 Comprehensive Plan, which designates the subject property area as being within a Suburban Neighborhood place type. The R-3 zoning district and Suburban Neighborhood place type both support public/institutional uses, such as churches and schools, in these areas subject to meeting standards of the Development Ordinance.

THEREFORE, on the basis of the foregoing, the SUP requested in Application SUP-24-01 is hereby APPROVED subject to the conditions consented to by the Applicant and Property Owner and provided in the attached SUP.

This SUP is perpetually binding and runs with the land, unless amended. A material change to the SUP that alters the objectives and purposes of the requirements or conditions of the SUP constitutes an amendment to the SUP. If the approved special use (the Major and Minor School use) is discontinued for a period exceeding one (1) year, or if the special use is replaced by a use otherwise permitted by right in the zoning district, the special use is deemed abandoned and the SUP is null and void. An action invalidating a special use condition of approval for any reason shall render SUP null and void.

Approved this 18th day of November, 2024.

Mayor

Filed with the City Clerk this _____ day of November 18, 2024.

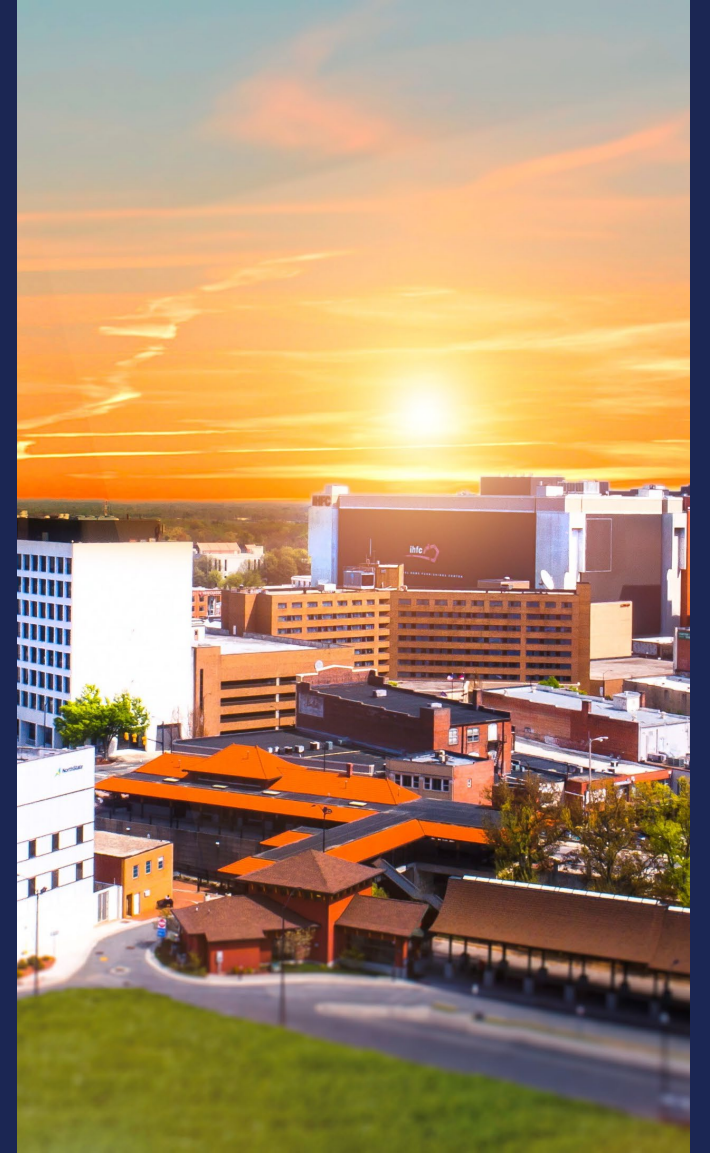
_____ City Clerk

NOTE: This Decision of the City Council may be appealed to the Superior Court of Guilford County within thirty (30) days after a written copy of this Decision is given in accordance with N.C.G.S. 160D-406 and 1405, and Section 2.4.3. of the Development Ordinance.



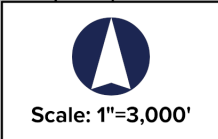
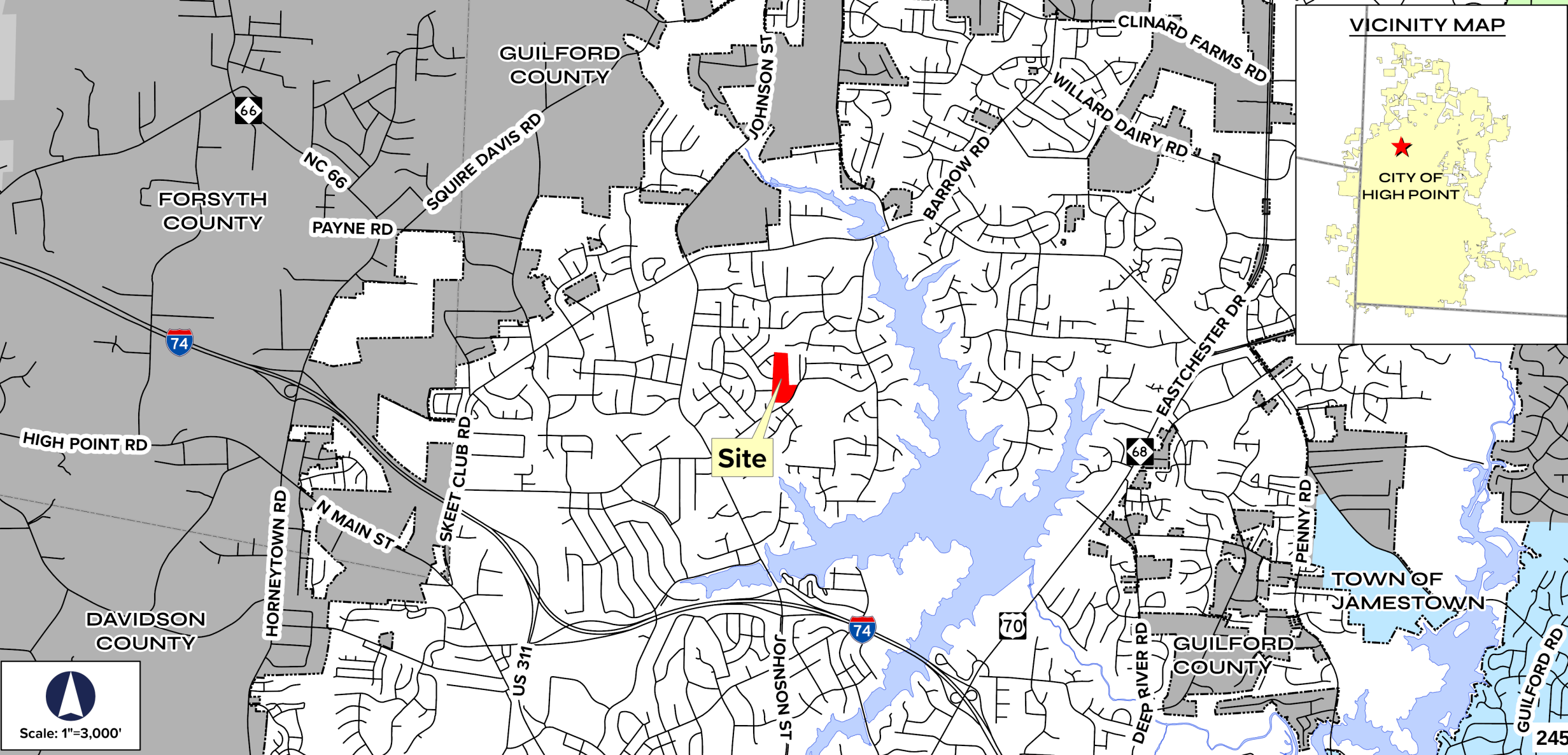
CITY COUNCIL PUBLIC HEARING

November 18, 2024



LOCATION MAP

SPECIAL USE PERMIT: SU-24-01
Applicant: Piedmont School



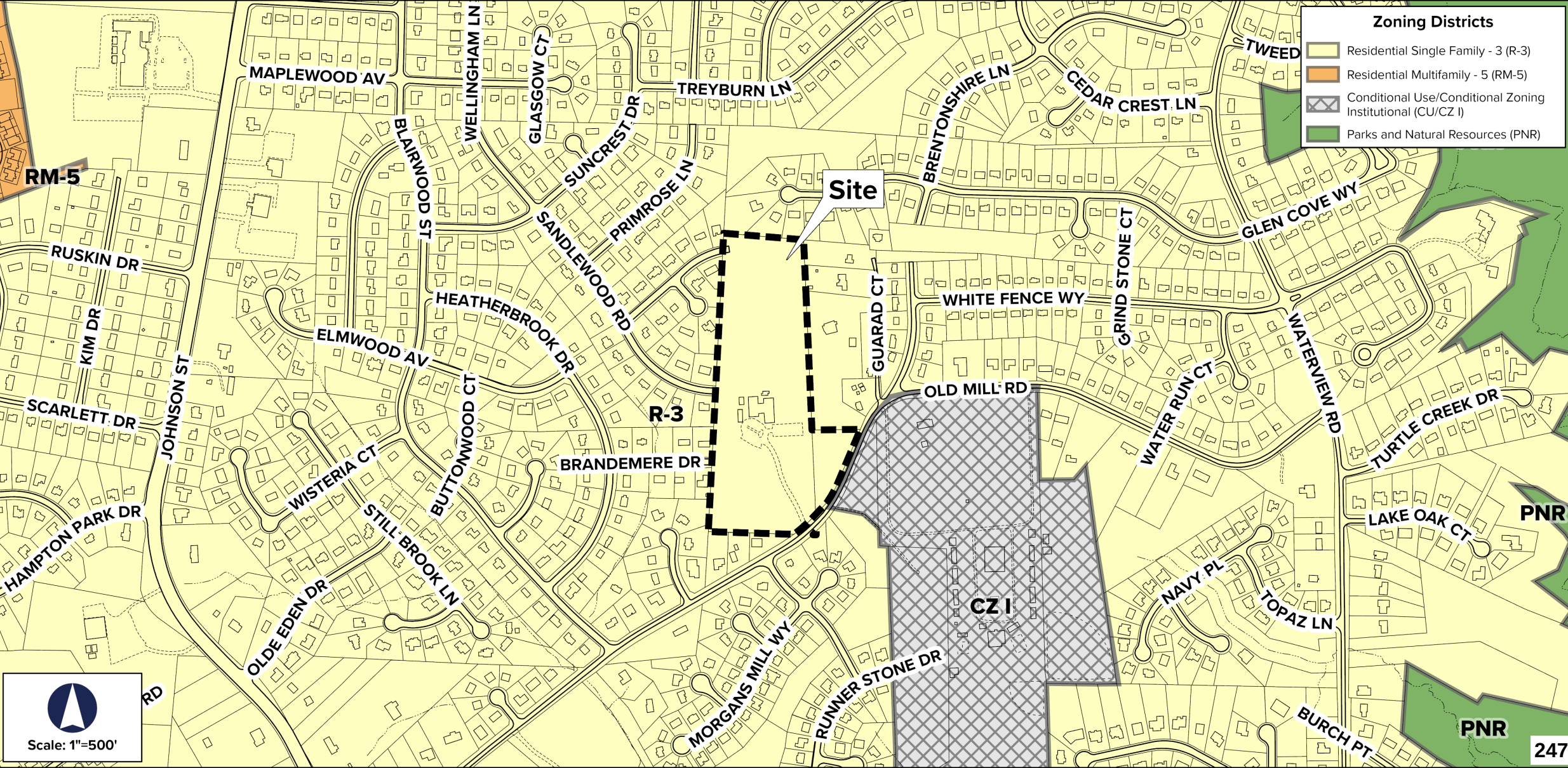
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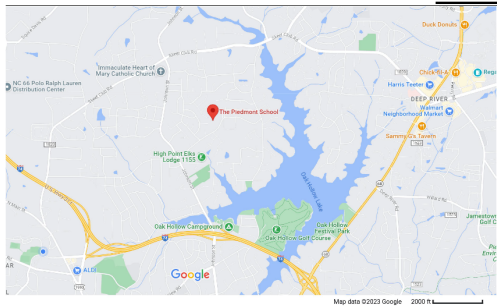
AERIAL PHOTOGRAPHY (FEB. 2024)



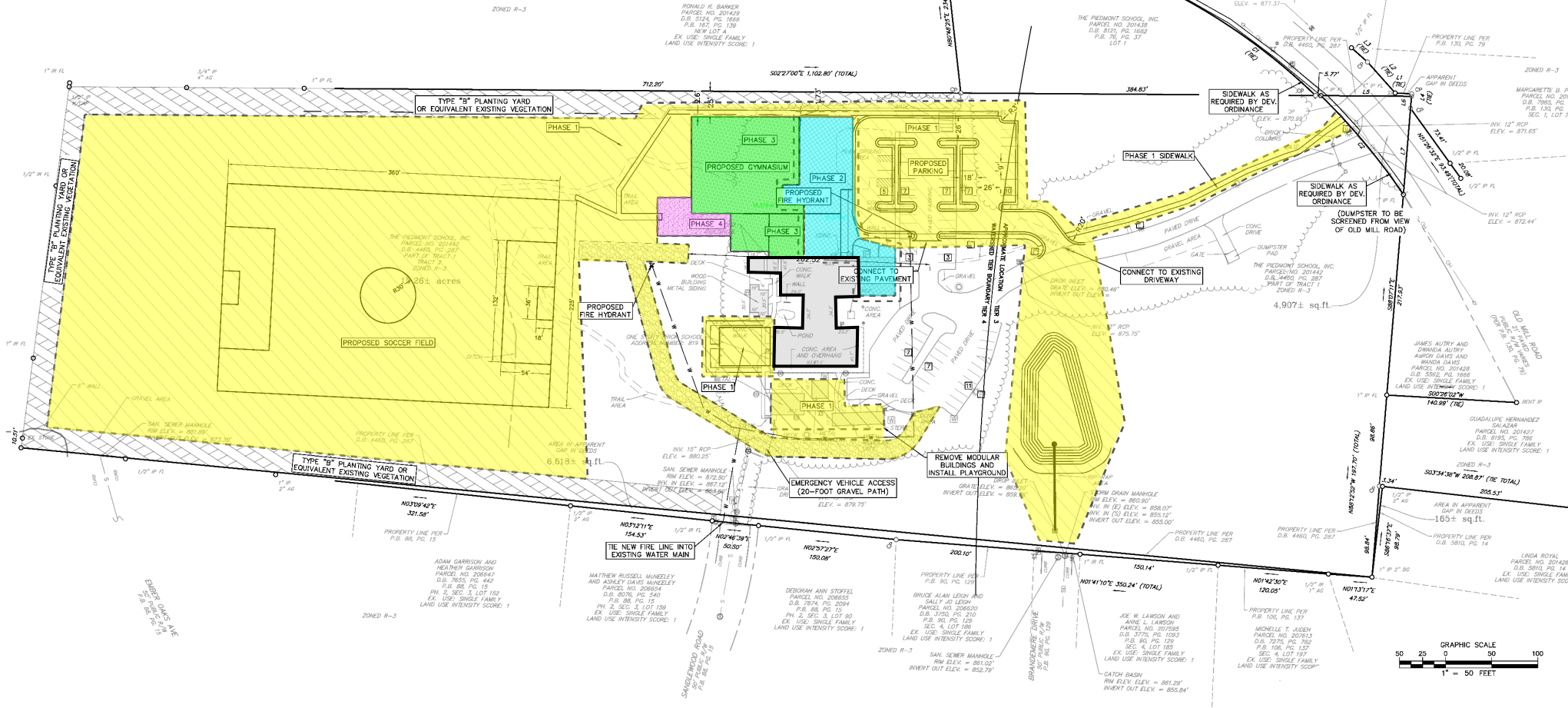
SPECIAL USE PERMIT: SU-24-01

COLOR-CODED ZONING MAP





- Phase 1**  PHASE 1: INCLUDES ATHLETIC FIELDS (NO LIGHTS OR BLEACHERS), SOM, PARKING, BUILDING ADDITIONS FOR CLASSROOMS AND ADDITIONAL BATHROOMS, PLAYGROUND, RELOCATION, SIDEWALK
- Phase 2**  PHASE 2: INCLUDES NEW BUILDING ADDITION (SCIENCE, LOBBY, DINING, RESTROOMS), CONVERT COMMON SPACE INTO LIBRARY SPACE.
- Phase 3**  PHASE 3: INCLUDES GYM, STAGE, ART, MUSIC, AND MUSIC STORAGE.
- Phase 4**  PHASE 4: INCLUDES CLASSROOMS, STAFF WORKROOM. THIS PHASE WILL INCREASE ENROLLMENT BY 70-90 STUDENTS.



- GENERAL NOTES:
1. OWNER: THE PIEDMONT SCHOOL INC. PO BOX 1550 HIGH POINT, NC 27281 819 OLD MILL ROAD HIGH POINT, NC 27281 201442 ±15.26 ACRES DB 4460 PG 287 PG 76 PG 37 SCHOOL (MAJOR) R-3 (OUTSIDE CORE CITY) OAK HOLLOW LAKE CRITICAL AREA (WCA) TIER 3 AND TIER 4 1.36 AC 8.89% 1.32 AC 8.66% 2.68 AC 17.56% 54 PARKING SPACES (1.5 PER EACH CLASSROOM) 67 PARKING SPACES TOTAL VAN SPACES
 2. ADDRESS OF SITE:
 3. PARCEL NUMBER:
 4. ACREAGE:
 5. DEED REFERENCES:
 6. PLAT REFERENCES:
 7. PROPOSED USE:
 8. EXISTING ZONING:
 9. WATERSHED:
 10. EXISTING BUA:
 11. PROPOSED BUA:
 12. TOTAL BUA:
 13. TOTAL REQUIRED PARKING:
 14. PROPOSED PARKING:
 15. REQUIRED HANDICAP SPACES:
 16. THE TYPE "B" PLANTING YARD IS TO HAVE A MINIMUM WIDTH OF 20FT, AND AN AVERAGE WIDTH OF 25FT. THE PLANTING RATE SHALL BE 4 CANOPY TREES, 6 UNDERSTORY TREES, AND 25 SHRUBS PER 100 LINEAR FEET

ZONED R-3

RONALD R. BARKER
PARCELS NO. 201442
D.B. 3124, PG. 1669
P.B. NO. PG. 129
NEW LOT A
EX. USE: SINGLE FAMILY
LAND USE INTENSITY SCORE: 1

TYPE "B" PLANTING YARD
OR EQUIVALENT EXISTING VEGETATION

PHASE 1

PHASE 3

PHASE 1

PHASE 1

PHASE 1

PHASE 1

PHASE 1

PHASE 3

PHASE 1

PHASE 1

PHASE 1

PHASE 1

PHASE 1

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PHASE 1

PHASE 1

ZONED R-3

MATTHEW RUSSELL, MANLEY
AND ASHLEY DAVIS MANLEY
PARCELS NO. 200654
D.B. 3076, PG. 540
P.B. NO. PG. 129
PH. 2, SEC. 3, LOT 152
EX. USE: SINGLE FAMILY
LAND USE INTENSITY SCORE: 1

DEBORAH ANN STOFFEL
PARCELS NO. 200655
D.B. 3076, PG. 540
P.B. NO. PG. 129
PH. 2, SEC. 3, LOT 152
EX. USE: SINGLE FAMILY
LAND USE INTENSITY SCORE: 1

BRUCE ALAN LEON AND
SALLY-LO LEON
PARCELS NO. 200650
D.B. 3076, PG. 540
P.B. NO. PG. 129
PH. 2, SEC. 3, LOT 152
EX. USE: SINGLE FAMILY
LAND USE INTENSITY SCORE: 1

SAN, SCHEER MANHOLE
RM ELEV. = 861.01'
INVERT OUT ELEV. = 858.79'

EMERGENCY VEHICLE ACCESS
(20-FOOT GRAVEL PATH)
ELEV. = 876.75'

REMOVE MODULAR
BUILDINGS AND
INSTALL PLAYGROUND

CONNECT TO EXISTING
PAVEMENT

PROPOSED FIRE HYDRANT

PROPOSED GYMNASIUM

PROPOSED LIBRARY

PROPOSED DINING

PROPOSED LOBBY

PROPOSED SCIENCE

PROPOSED STAGE

PROPOSED ART

PROPOSED MUSIC

PROPOSED MUSIC STORAGE

PROPOSED CLASSROOMS

PROPOSED STAFF WORKROOM

PROPOSED PLAYGROUND

PROPOSED SIDEWALK

PROPOSED RELOCATION

PROPOSED ADDITIONAL BATHROOMS

PROPOSED ADDITIONAL CLASSROOMS

PROPOSED ADDITIONAL PARKING

PROPOSED ADDITIONAL SOM

PROPOSED ADDITIONAL LIGHTS OR BLEACHERS

PROPOSED ADDITIONAL ATHLETIC FIELDS

PROPOSED ADDITIONAL PHASE 1

PROPOSED ADDITIONAL PHASE 2

PROPOSED ADDITIONAL PHASE 3

PROPOSED ADDITIONAL PHASE 4

PROPOSED ADDITIONAL PHASE 1

PROPOSED ADDITIONAL PHASE 2

PROPOSED ADDITIONAL PHASE 3

PROPOSED ADDITIONAL PHASE 4

PROPOSED ADDITIONAL PHASE 1

PROPOSED ADDITIONAL PHASE 2

PROPOSED ADDITIONAL PHASE 3

PROPOSED ADDITIONAL PHASE 4

PROPOSED ADDITIONAL PHASE 1

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PROPOSED ADDITIONAL PHASE 1

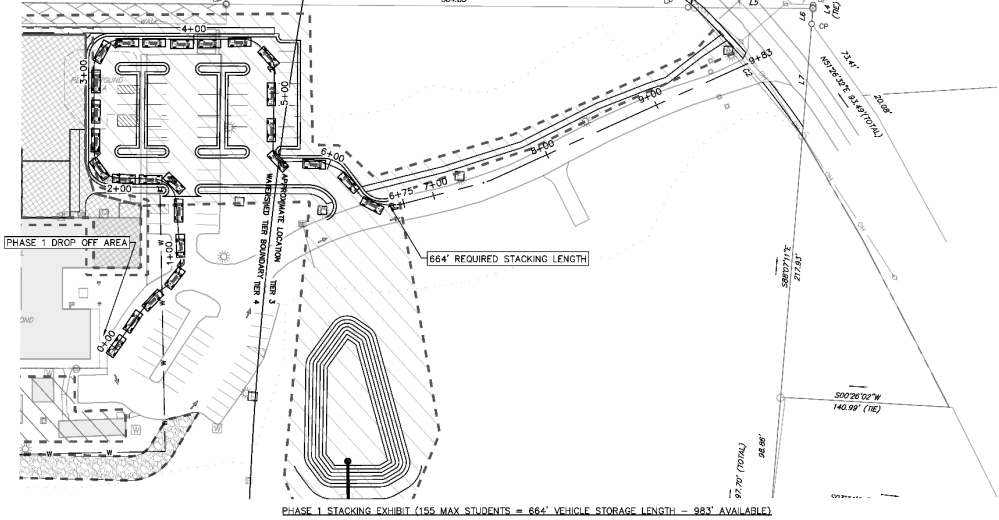
PROPOSED ADDITIONAL PHASE 2

PROPOSED ADDITIONAL PHASE 3

Facility Expansion	TPS (Applicant) Estimate Occupancy	Max. Building Occupancy per NC Building Code (students/teachers/support staff)	SUP student enrollment condition
Current facility (10,250 sq. ft)	80 – 100 students (29 employees)	200 person occupancy	Not applicable
Phase 1 (add 2,100 sq. ft.)	155 students (33± employees)	270 person occupancy	155 students
Phase 2 (add 7,500 sq. ft)	155 students (33± employees)	360 person occupancy	155 students
Phase 3 (add 12,000 sq. ft)	155 students (33± employees)	575 person occupancy (gym addition)	155 students
<u>Buildout</u> - Phase 4 (add 3,100 sq. ft) 34,950± sq. ft. total	175 - 200 students (40± employees)	575 person occupancy	200 students

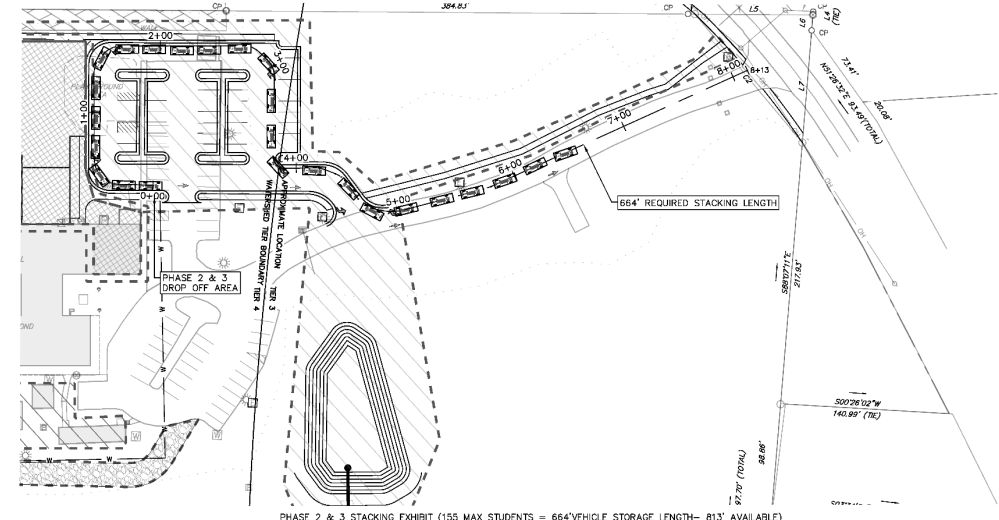
	Summary of SUP Conditions
Use	Major and Minor School use type (expand an existing school)
Site Development	Establishment of a phasing plan for future expansion. Expansion to take place in four phases. Limiting enrollment to 200 students. Prohibiting high-mass lighting fixtures (over 35 feet) around the athletic field. Maintaining a “Type B Semi Opaque Landscape Yard” at the rear boundary/northern half of the site. Restricting vehicular access to one point of access from Old Mill Road. On-site vehicle queuing shall be installed and maintained in a manner generally consistent with vehicle queuing plan.

Phase 1 (664 linear feet required, 984 linear feet available)



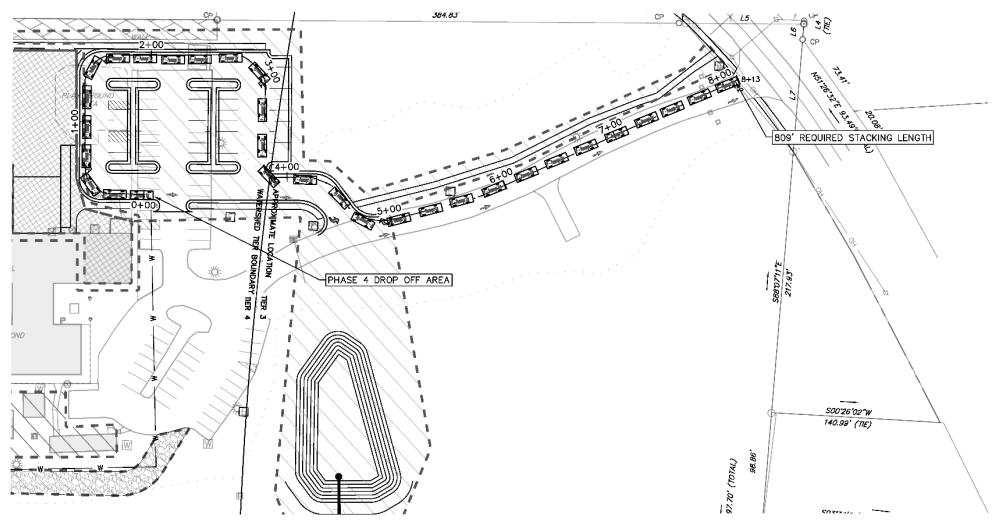
PHASE 1 STACKING EXHIBIT (155 MAX STUDENTS = 664' VEHICLE STORAGE LENGTH - 983' AVAILABLE)

Phase 2 & 3 (664 linear feet required, 813 linear feet available)



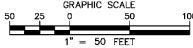
PHASE 2 & 3 STACKING EXHIBIT (155 MAX STUDENTS = 664' VEHICLE STORAGE LENGTH - 813' AVAILABLE)

Phase 4 (809 linear feet required, 813 linear feet available)



PHASE 4 STACKING EXHIBIT (200 MAX STUDENTS = 809' VEHICLE STORAGE LENGTH - 813 FEET AVAILABLE)

- PHASE 1: INCLUDES ATHLETIC FIELDS (NO LIGHTS OR BLEACHERS), SCM, PARKING, BUILDING ADDITIONS FOR CLASSROOMS AND ADDITIONAL BATHROOMS, PLAYGROUND RELOCATION, SIDEWALK.
- PHASE 2: INCLUDES NEW BUILDING ADDITION (SCIENCE, LOBBY, DINING, RESTROOMS), CONVERT COMMON SPACE INTO LIBRARY SPACE.
- PHASE 3: INCLUDES GYM, STAGE, ART, MUSIC, AND MUSIC STORAGE.
- PHASE 4: INCLUDES CLASSROOMS, STAFF WORKROOM, SIDEWALK.
THIS PHASE WILL INCREASE ENROLLMENT BY 70-90 STUDENTS.



REV	DATE	DESCRIPTION	BY
1	SEPT. 2023	DESIGNED	BY
2		DRAWN	RHG
3		CHECKED	RT
4		SCALE	AS NOTED
5		SURVEYED	N/A

THE SCALE BAR SHOWN BELOW MEASURES ONE INCH LONG ON THE ORIGINAL DRAWING.



DAVIS • MARTIN • POWELL
ENGINEERS & SURVEYORS **dmp**

6415 OLD PLANK RD, HIGH POINT, NC 27265 | T: (336) 886-4821 | F: (336) 886-4498 | WWW.DMP-INC.COM | LICENSE: F-0245



PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION

VEHICLE STACKING PLANS II-4-2024
THE PIEDMONT SCHOOL
819 OLD MILL ROAD
HIGH POINT, NORTH CAROLINA
GUILFORD COUNTY

SHEET NO.
S-2
OF

	Summary of SUP Conditions
Site Development	Removal of trees and grading permit to achieve the site layout as depicted on phasing plan.
	Final configuration of parking, stormwater control devices, internal vehicular circulation areas, athletic fields, pedestrian paths, etc. may shift within designated areas depicted on the phasing plan. City Council may approve a 30% expansion of the total area of land development activity without a hearing, upon receipt of a report from the City's Planning and Development Director the request meets standard for minor change. Any minor expansion shall: • only apply in the general area of the individual phase; • meet the standards of the R-3 District; • not encroach into perimeter landscape yards; and • shall not be transferred to other phases.

SPECIAL USE PERMIT: SU-24-01

AERIAL PHOTOGRAPHY (FEB. 2024)



SUP STANDARDS

	Will not materially endanger the public health or safety if located where proposed.
Compliance	➤ Applicant offered conditions to limit enrollment to 155 students for Phases 1 - 3 and 200 students at buildout (Phase 4). ➤ No TIA triggered for Phases 1 - 3, but Applicant offered as a condition that before Phase 4 approval, City's DOT will determine if a TIA is necessary. ➤ Applicant offered a vehicle stacking plan (Ex. C) showing required min. on-site vehicle queuing: • Phase 1 = 664 linear ft. required; 983 linear ft. available. • Phases 2 & 3 = 664 linear ft. required; 813 linear ft. available. • Phase 4 = 809 linear ft. required; 813 linear ft. available. ➤ Based on application and conditions offered, staff's opinion is the expanded school will not materially endanger public health or safety where proposed.

SUP STANDARDS

	Complies with all required standards, conditions, and specifications of the Development Ordinance, including Ch. 4.
Compliance	➤ Staff thoroughly reviewed application and negotiated conditions offered by applicant. ➤ Staff also reviewed the Development Ordinance, including Ch. 4 (Uses), to determine whether the expanded school would comply with all required standards, conditions, and specifications of the Development Ordinance. ➤ Based on application and conditions offered, staff's opinion is the expanded school complies with the Development Ordinance.

SUP STANDARDS

	Will not substantially injure the value of the abutting land.
Compliance	➤ Applicant provided an appraisal report dated 7/16/24 from state certified appraiser who used comparable sales to find values of adjoining properties are not adversely impacted. ➤ This is not a new use (school has existed since 1999). ➤ Once buildout is complete, expansion of school to 34,900 sq. ft. with a max of 200 students/40 staff is reasonable for this large (16 acre) site since it's mostly undeveloped or open space/recreational. ➤ Based on the application, appraisal report, and conditions offered by Applicant, staff's opinion is the expanded school will not substantially injure the value of abutting land.

SUP STANDARDS

	Will be in harmony with the area in which it is to be located.
Compliance	➤ School is on outer edge of adjacent residential neighborhoods. ➤ Access doesn't require traffic to travel through neighborhoods. ➤ Site has had an institutional use (Major/Minor School) on it since 1999 and is near other institutional uses (Camp Maranatha, Mt. Carmel church, High Point Elks Lodge, and Oakview Country Club). ➤ School expansion will be in the middle of 16 acres and located 25 - 650 ft. from the nearest residential parcel (in compliance with setbacks in Development Ordinance). ➤ Applicant's appraisal report also found surrounding uses compatible/harmonious with the expanded school. ➤ Based on the application, appraisal report, and conditions offered, staff's opinion is the expanded school will be in harmony with the area in which it is located.

SUP STANDARDS

	Is in general conformity with the City's adopted policy guidance.
Compliance	➤ Comprehensive Plan's Suburban Neighborhood place type for this area encourages supporting public/institutional uses such as schools and religious institutions as secondary uses. ➤ R-3 district's purpose statement states complimentary uses such as open space, schools, religious institutions, and recreational facilities are allowed. ➤ Based on the application and a review of the City's Comprehensive Plan and Development Ordinance, staff's opinion is the expanded school is in general conformity with the City's adopted policy guidance.

SPECIAL USE PERMIT: SU-24-01

AERIAL PHOTOGRAPHY (FEB. 2024)

