



City of High Point

Meeting Agenda

City Council

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

Cyril Jefferson, Mayor
Monica L. Peters, Mayor Pro Tempore (Ward 3)
Britt W. Moore (At Large), Chris Williams (At Large), Vickie M. McKiver (Ward 1), Tyrone Johnson (Ward 2), Dr. Patrick Harman (Ward 4), Tim Andrew (Ward 5), and Michael Holmes (Ward 6),

Monday, March 23, 2026

5:30 PM

Council Chambers

ROLL CALL, MOMENT OF SILENCE, AND PLEDGE OF ALLEGIANCE

ADOPTION OF AGENDA

CONSENT AGENDA ITEMS

- C-1) 2026-62 Consideration of the Ratification of a Purchase from Barrs Recreation, LLC**
City Council is requested to consider the ratification of a purchase from Barrs Recreation, LLC in the amount of \$148,382.50 for the installation of synthetic turf surfacing at the High Point Athletic Complex and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)
- C-2) 2026-63 Consideration of Change Order #3 with Mainlining America, LLC**
City Council is requested to consider Change Order #3 with Mainlining America, LLC in the amount of \$800,000 to increase the contract amount from \$2,614,625 to \$3,414,625 for routine maintenance and repairs of water and sanitary sewer lines and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)
- C-3) 2026-64 Consideration of a Task Order with Volkert, Inc.**
City Council is requested to consider a task order with Volkert, Inc. in the amount of \$195,664 for professional construction engineering and inspection services for the West Green Drive, Green Stormwater Infrastructure Project and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)
- C-4) 2026-65 Consideration of a Sole Source Purchase from GovWell Technologies, Inc.**

City Council is requested to consider a sole source purchase from GovWell Technologies Inc. in the amount of \$849,500.00 for the implementation and initial three-year term of an enterprise permitting software system for development, permitting, and inspections, to approve a budget ordinance amendment in the amount of \$367,750.00, and to authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)

C-5) 2026-66 Consideration of Sale of City-Owned Property – 414 Hodgkin Street, 532 East Farriss Avenue, and 1130 Adams Street

City Council is requested to consider the resolutions accepting the three (3) offers for the sale of city-owned properties and authorizing the sale of the properties through the upset bid procedure of North Carolina General Statute §160A-269. (Recommended by the Finance Committee)

C-6) 2026-73 Consideration of Approval of Minutes

City Council is requested to approve the following minutes:

Finance Committee Minutes - February 26, 2026 @ 4:00 p.m.

Special Meeting Minutes - March 2, 2026 @ 4:00 p.m.

Regular Meeting Minutes - March 2, 2026 @ 5:30 p.m.

Community Development Committee Minutes - March 3, 2026 @ 4:00 p.m.

Finance Committee Minutes - March 12, 2026 @ 4:00 p.m.

GENERAL BUSINESS AGENDA

G-1) 2026-67 Consideration of a Resolution Calling a Public Hearing for Proposed Extension of General Obligation Streets and Sidewalk Bond Order

City Council is requested to approve the attached “Resolution of The City Council of The City of High Point, North Carolina, Calling a Public Hearing for Proposed Extension of General Obligation Streets and Sidewalk Bond Order” and authorize the appropriate City Official(s) to execute all necessary documents.

G-2) 2026-68 Consideration of a Resolution Making Certain Statement of Facts Concerning Proposed Bond and Calling a Public Hearing and the Introduction of Bond Order

City Council is requested to consider a Resolution Making Certain Statements of Fact Concerning Proposed Bond Issue and Calling

a Public Hearing, and introduce the attached Bond Order Authorizing the Issuance of Not to Exceed \$5,555,000 General Obligation Streets and Sidewalk Bonds of the City of High Point, North Carolina, and authorize the appropriate City Official(s) to execute all necessary documents.

G-3) 2026-69

Public Hearing Regarding Text Amendment 26-01

City Council is requested to consider Text Amendment 26-01 to amend relevant sections of the Development Ordinance to transfer review and approval authority of Special Use Permits from the City Council to the Board of Adjustment. The proposed changes are within Chapter 2 (Administration), Chapter 4 (Uses), Chapter 7 (Subdivision Standards) and Chapter 10 (Measurement and Definitions).

G-4) 2026-70

Public Hearing Regarding Street Abandonment Case 26-02

City Council is requested to consider a request by Steven Bruin to abandon the northern 180 feet of the Herron Point right-of-way. The Herron Point right-of-way lies approximately 915 feet north of the intersection of Gordon Road and Lazy Lane, along the east side of Lazy Lane.

G-5) 2026-77

Consideration of a Reappointment to the Guilford County/City Insurance Advisory Committee

City Council is requested to confirm the reappointment of Lynwood Roach to the Guilford County/City Insurance Advisory Committee. The term will be effective immediately and expire on December 21, 2028.

ADJOURNMENT

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of the Ratification of a Purchase from Barrs Recreation, LLC

FROM:
Lee Tillery
Parks & Recreation Director

MEETING DATE:
March 23, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Quote

PURPOSE: Synthetic turf surfacing and installation for new accessible play structure and amenities at the High Point Athletic Complex (HPAC).

BACKGROUND: A new playground was recently installed to replace an aging structure at HPAC. The previous surfacing was deteriorating as well. This work includes installation of new subbase and synthetic "grass" surfacing to complete the project. This playground, located near the Miracle Field at HPAC, is one of two fully accessible playground structures in our department that includes accessible surfacing, wheelchair ramp accessibility and designated ground level play features.

BUDGET IMPACT: Funds are available in the FY 2025-2026 Budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider the ratification of a purchase from Barrs Recreation, LLC in the amount of \$148,382.50 for the installation of synthetic turf surfacing at the High Point Athletic Complex and authorize the appropriate City Official(s) to execute all necessary documents.

INVOICE

Barrs Recreation, LLC
36 Diane St
Pittsboro, NC 27312-9963

info@barrsrec.com
+1 (919) 781-4870
www.barrsrec.com



Bill to
City of High Point
211 S. Hamilton St.
High Point, NC 27260

Ship to
Lee Tillery
2917 School Park Road
High Point, NC 27265

Invoice details

Invoice no.: 76240
Terms: Due Upon Completion
Invoice date: 07/31/2025
Due date: 02/18/2026

P.O. Number: 119835
Sales Rep: John Barrs

#	Product or service	Description	Qty	Rate	Amount
1.		Sourcewell Contract #010521-BUR Effective February 17, 2025 February 17, 2028 Net 30 days payment terms			\$0.00
2.	BCI Burke	Burke Turf for 3750 sqft area with stone base	3750	\$24.00	\$90,000.00
3.	Installation	Installation of your Commercial Equipment completed in a prepared site that is level within 2% grade and has a surface of compacted soil only. An Owner representative must be on site when the install crew arrives to confirm layout of the equipment. If the site is not prepared correctly when the install crew arrives, a fee will be discussed for our crew to complete. If the crew is sent away for the Owner to handle site preparation, a Lost Time/Re- Mobilization Fee will be charged according to time and distance traveled. *In atypical soil situations where excessive bedrock/concrete footers are encountered such that a rock hammer or other heavy equipment is needed to complete the job, additional fees will be discussed. **This quote does not include Permits. Permits are the responsibility of the project Owner.	1	\$49,000.00	\$49,000.00

Note to customer

We appreciate your business and look forward to our next project together

Subtotal	\$139,000.00
Sales tax	\$9,382.50
Total	\$148,382.50

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of Change Order #3 with Mainlining America, LLC

FROM:
Allison Kraft
Water Resources Director

MEETING DATE:
March 23, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Change Order #3

PURPOSE: The City annually awards a contract to assist the Water Resources Department with routine maintenance and emergency repairs of water and sanitary sewer utilities. City Council is requested to approve a contract change order for additional funding.

BACKGROUND: A contract was awarded to Mainlining America LLC for \$2,614,625 by City Council on June 23, 2025. Contract funds have been exhausted due to the Water and Sewer Mains Division staffing impacts and the size and volume of the maintenance repairs performed. Typical work includes point repairs, manhole reconstruction, hydrant repairs, main break repairs, replacement of deteriorated/collapsed lines, replacement of valves, and other maintenance work items. A change order approval for an additional \$800,000 is requested to work through the end of the current fiscal year. Approximately \$480,000 of this amount has been reserved for two sewer replacement projects and the balance will be dedicated to additional routine and emergency repairs. The proposed change order will increase the total contract amount to \$3,414,625.

For reference, the same contract for FY24-25 totaled \$2,919,465.94

BUDGET IMPACT: Funds are available in the FY 2025-2026 Budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider Change Order #3 with Mainlining America, LLC in the amount of \$800,000 to increase the contract amount from \$2,614,625 to \$3,414,625 for routine maintenance and repairs of water and sanitary sewer lines and authorize the appropriate City Official(s) to execute all necessary documents.

CITY OF HIGH POINT

CHANGE ORDER/SUPPLEMENTAL AGREEMENT

P.O. BOX 230, HIGH POINT, NC 27261
PUBLIC SERVICES DEPARTMENT



CHG. ORDER/SUP. AGREEMENT NO. 03	CONTRACT NO.	BID NO. 17-040925	CONTRACT: Water and Sewer Maintenance/Emergency 2025-2026
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TO: Mainlining America LLC
(CONTRACTOR)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Attach supplemental plans and specifications if necessary)	DECREASE In Contract Price	INCREASE In Contract Price
Increase to PO 10-2025-11292-1 for the contract to cover routine water/sewer maintenance and emergency repairs through the end of the current fiscal year		\$800,000.00

Justification and reason for change: Addition of funding to PO 10-2025-11292-1 for remainder of fiscal year

Workday Account Number: WS-0128 (Water) CC-5208 SC-154 Fund-521 \$400,000.00

Workday Account Number: WS-0102 (Sewer) CC-5208 SC-154 Fund-521 \$400,000.00

Previous Contract Total: \$2,614,625.00

The contract total including this, and previous Change Orders/Supplement Agreements will be revised to: \$3,414,625.00

Revised completion date: No change (June 30, 2026)

This document will become a supplement to the contract and all provisions will apply hereto:

Requested By: Cal Allen Hicks 2/23/2026
(Public Services Engineer) (Date)

Recommended: Allison Kraft 3/2/2026
(Water Resources Director) (Date)

Accepted: William Black, CFO 2/24/2026
(Mainlining America LLC) (Date)

Approved: (City of High Point) (Date)

Approved: (Finance Department) (Date)



City of High Point
211 South Hamilton
P.O. Box 230
High Point, NC 27261
United States of America



Change Order

Purchase Order Number	PO-10-2025-11292 - 1
Purchase Order Date	07/08/2025
Purchase Order Type	One-Time Goods or Services
Due Date	
Payment Terms	Net 30
Payment Type	Cash
Buyer	Elizabeth Rush
Phone Number	+1 (336) 8833220
Email	libby.rush@highpointnc.gov

Page 1 of 1

Supplier:
Mainlining America 354 Eisenhower Pky Livingston, NJ 07039 United States of America

Comments:
Conversion PO - Original PO Amount \$2614625

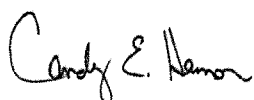
Ship To:
City of High Point 211 South Hamilton P.O. Box 230 High Point, NC 27261 United States of America Sarah Admani +1 (336) 8833220 (Landline)

Bill To:
City of High Point 211 South Hamilton P.O. Box 230 High Point, NC 27261 United States of America Sarah Admani +1 (336) 8833220 (Landline)

	Currency	Total Lines Amount	Total PO Amount
	USD	2,072,678.85	2,072,678.85
Shipping Terms	Shipping Method	Shipping Instruction	
FOB Destination	Ground Freight	Packages must not be greater than 150 pounds.	

Service Lines						
Line Number	Item Name	Description	Start Date	End Date	Due Date	Amount
1		FY 2025-2026 Emergency				765,366.35
2		FY 2025-2026 Emergency				1,307,312.50

Messages
Purchase Order Number must appear on all correspondence, invoices, shipping papers and packages.
PURCHASE ORDER TERMS AND CONDITIONS:
The seller agrees that the following Terms and Conditions will be applicable there to:
CoHP Procurement: https://www.highpointnc.gov/DocumentCenter/View/5037/CHP-PO-Terms-and-Conditions-2025?bidId=
Federal Procurement: https://www.highpoint.gov/DocumentCenter/View/22665/Federal-Terms-and-Conditions



Purchasing Manager

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



Director of Financial Service



PURCHASE ORDER NUMBER
119215

This number must appear on all invoices, packages,
cartons, bills of lading, and packing slips.

Ship Via:
FOB:
Freight Terms: Prepaid
Due Days:

Date: 07/08/2025

Vendor:

79153
MAINLINING AMERICA, LLC
MAINLINING AMERICA, LLC
354 EISENHOWER PKY
LIVINGSTON NJ 07039
United States of America

Bill To:

City of High Point
Accounts Payable
P.O. Box 230
High Point, NC 27261

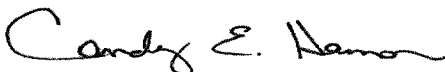
Ship To:

PUBLIC SERVICE DEPARTMENT
211 SOUTH HAMILTON ST
HIGH POINT NC 27260

Buyer: Libby Rush
Phone: 336-883-3219

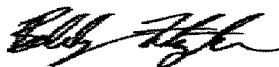
Requestor: TAMMIE DODD
Phone:
Requisition: 41732

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1.0000	LT	WATER/SEWER MAINTENANCE FY 2025-2026 Emergency 421779 533701 421001012805 40201	1,307,312.500	1,307,312.50
2	1.0000	LT	WATER/SEWER MAINTENANCE FY 2025-2026 Emergency 421779 533701 421001010205 40201	1,307,312.500	1,307,312.50
Purchase Order Summary					
Goods Total:					\$2,614,625.00
Order Total:					\$2,614,625.00
Total Amount:					\$2,614,625.00


Purchasing Manager

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

ORIGINAL


Director of Financial Services

Page: 1 of 1

For terms and conditions see: <https://www.highpointnc.gov/DocumentCenter/View/5037>

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Task Order with Volkert, Inc.

FROM:
Robby Stone
Public Services Director

MEETING DATE:
March 23, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:

1. Scope of Services
 2. Estimate
-

PURPOSE: To approve a task order with Volkert, Inc. for the professional construction engineering and inspection for the West Green Drive, Green Stormwater Infrastructure project in accordance with guidance from the North Carolina Department of Environmental Quality (NC DEQ) Division of Water Infrastructure (DWI).

BACKGROUND: The State Water Infrastructure Authority approved the City's application, in partnership with Southwest Renewal Foundation (SWRF) of High Point, Inc., for a Local Assistance for Stormwater Infrastructure Investments (LASII) grant from the American Rescue Plan Act (ARPA) for a Stormwater Construction Grant. The project will be an innovative redevelopment of a key city arterial. The project proposes to design and install new Green Stormwater Infrastructure systems along a $\frac{3}{4}$ -mile stretch of W. Green Drive that arcs along the southwest side of downtown, near the headwaters of the drainage area into the Richland Creek watershed. The project area extends in an arc from the intersection of West Green Drive with Jacobs Place, towards the southwest at West Green Drive's intersection with Taylor Avenue for a length of approximately $\frac{3}{4}$ -mile.

The project's timeline is subject to the fiscal deadlines set forth by U.S. Treasury for ARPA funds, which require the funds to be obligated by December 31, 2024, and then expended by December 31, 2026. The final project fully constructed must be delivered by the end of December 2026.

BUDGET IMPACT: This project is supported by a Federal Grant in the amount of \$5,000,000.00. There are no local budget impacts. The costs associated with the professional engineering construction services are \$195,664.00.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a task order with Volkert, Inc. in the amount of \$195,664 for professional construction engineering and inspection services for the West Green Drive, Green Stormwater Infrastructure Project and authorize the appropriate City Official(s) to execute all necessary documents.

Volkert, Inc.
5430 Wade Park Blvd
Suite 410
Raleigh, NC 27607
919-854-0344
www.volkert.com



March 4, 2026

Mr. Robby Stone
Public Services Director
City of High Point

Subject: West Green Drive Stormwater Infrastructure Improvements Project (SRP-SW-ARP-0022)–
Volkert CE&I Scope

Mr. Stone,

Volkert, Inc. (Volkert) is pleased to submit this scope to provide Construction Engineering and Inspection services for the upcoming West Green Drive stormwater infrastructure improvements project located in High Point, NC. Our proposal is based upon the plans and supporting documentation provided on March 2, 2026.

Scope of Services

Construction Inspection: Volkert intends to provide on-site inspections, testing, and general oversight of the construction process on a full-time basis during active construction. Oversight will include monitoring of grading, drainage construction, impermeable lining installation, stamped concrete placement, sidewalk and driveway construction, asphalt overlays, adjustments of drainage devices, signing, landscape planting installation, utility line placement, and miscellaneous concrete flatwork. Volkert will monitor traffic control operations and erosion control best management practices. All work will be inspected for conformance with the City of High Point and NCDOT standard specifications and performed by a qualified inspector with NCDOT certifications. The inspector will complete daily reports including work completed, quantities installed, and any deficiencies observed. It is anticipated that Volkert will sample and test concrete for determination of contract compliance. Volkert will provide materials testing on the following items:

- Trench backfill
- Concrete

- Asphalt (temperature, rate, and compaction monitoring only)

Project Management: Volkert will perform Project Management duties during construction while working alongside City of High Point staff. Management duties will include attending and participating in the preconstruction and monthly progress meetings, change order and supplemental agreement creation, monthly estimate review, weekly progress monitoring and updates provided, Federal guidelines adherence monitoring and final inspection and closeout.

Third-Party Services: Volkert will solicit the services of an NCDOT approved vendor to provide the following services:

- Laboratory testing (concrete cylinders, compressive strength, standard proctor, Atterberg limits, asphalt density testing, etc.)

Responsibilities of the City of High Point

Volkert's scope of services and compensation are based on the City of High Point performing or providing the following:

- A designated representative with complete authority to transmit instructions and information, receive information, interpret policy, and define decisions.
- Access to the project site.
- Available data, drawings, and information related to the project.
- Protection of Volkert supplied digital information or data, if any, from contamination, misuse, or changes.
- Execute work orders/change orders with all the required information.
- Precise and clear invoicing instructions.

Responsibilities of Others

The following tasks are assumed to be provided by others and are not anticipated to be completed by Volkert:

- Provide coordination with right-of-way and utility impacts
- Review of shop drawings and material submittals
- Attainment or termination of applicable permits

- Engineer of Record services to include responses to RFIs and provide clarification of design plans and contract documents

Schedule

Volkert will provide full-time inspections during active construction or traffic control operations. Some items or activity performed by the Contractor may be deemed unnecessary for full-time monitoring and Volkert will reduce the time on-site at the request of the City of High Point. It is assumed that the project will be completed consecutively over a period of eight (8) months. We have anticipated the average time of on-site inspections to be 44 hours per week, with most of the work being done with road closures and detours. It will be the responsibility of the Contractor to provide progress schedules and coordinate weekly activities with Volkert staff. Any work performed by the Contractor without the presence of the inspection staff will be at risk for acceptance or payment.

Compensation

The work described under the Scope of Services will be performed on a loaded hourly rate as shown on the attached fee estimate form, unless authorized by City of High Point. It is assumed that the project will be completed consecutively over a period of eight (8) months. Additional hours or services requested by the City of High Point will be authorized via a change order request. It is important to note that Volkert has made assumptions with regards to Contractor preparedness on the estimated number of inspections required based off previous project experience with similar scope of services and construction schedule. All rates are based on the work hours defined as Monday through Friday, 7:00AM to 5:30PM. It is understood that all work to be performed during after work hours, weekends, or holidays are to be reviewed by the City of High Point on a case-by-case basis.

Fee Estimate for Staffing Services

v 1.5

Firm Providing Services:

NCDOT Business Unit:

Description of Services:

Project Identifiers:

Volkert							
City of High Point							
West Green Drive Stormwater Project							
TIP:		LSC:		PO:		Other Identifiers as Needed:	



Firm's Estimate

		PM	Asst. PM	TT III	Position	Position	Position	Position	Position	Subtotal Hours
		Jason Julian	Tommy Byrd	Name	Name	Name	Name	Name	Name	
	Pay Rate:	\$215.00	\$168.00	\$120.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	
CEI Services	Hours:	64.00	128.00	1320.00						1512.00
Description of Activity	Hours:									0.00
Description of Activity	Hours:									0.00
Description of Activity	Hours:									0.00
Description of Activity	Hours:									0.00
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Description of Activity	Hours:									0.00

Subtotal Fee per Position: \$13,760.00 \$21,504.00 \$158,400.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00

Non-Salary Direct Costs (see the current "Maximum Allowable Non-Salary Direct Cost" policy memo for more information)

Total Salary Fee: \$193,664.00

Item	Rate	Quantity	Subtotal
Sedan	\$0.700 /mile		\$0.00
Car Rental	\$50.00 /day		\$0.00
Gas for Rental	\$0.20 /mile		\$0.00
Breakfast	\$10.10		\$0.00
Lunch	\$13.30		\$0.00
Dinner	\$23.10		\$0.00
Lodging	\$95.00 /day		\$0.00
Subsistence (B/L/D + lodging)	\$135.60		\$0.00
Total			\$0.00

Overhead:	\$0.00
Subtotal:	\$193,664.00
Profit:	\$0.00
Cost of Capital:	\$0.00

Total: \$193,664.00

Estimate Prepared by: Jason Julian
Date: 3/4/2026

Non-Salary Direct Costs	\$0.00
Additional Item #1 (Detailed Separately)	\$2,000.00
Additional Item #2 (Detailed Separately)	\$0.00
Additional Item #3 (Detailed Separately)	\$0.00
Additional Item #4 (Detailed Separately)	\$0.00

NCDOT Approval by:
Name
Date

Grand Total: \$195,664.00

Note, the Non-Salary Direct Costs items above are a partial listing. See the referenced policy memo for more information.
Additional NS Direct Cost items, subconsultants and nonprofessional subcontracted services can be included as additional items 1-4.
Documentation is required.

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Sole Source Purchase from GovWell Technologies, Inc.

FROM:

Christopher Whaley
Inspection Services Director

MEETING DATE:

March 23, 2026

PUBLIC HEARING:

No

ADVERTISED DATE/BY:

N/A

ATTACHMENTS:

1. Budget Ordinance Amendment
 2. GovWell Technologies, Inc. - Sole Source Justification Letter
 3. Sole Source Justification Form
 4. Agreement for Services
-

PURPOSE: Request to contract with GovWell Technologies Inc. ("GovWell") as a sole source provider for an enterprise permitting software system for development, permitting, and inspections.

BACKGROUND: Over the last two years the Inspections Services Department has been evaluating different permitting software companies for replacement of our current enterprise permitting system. Our current system is compiled of four different softwares that have been integrated by both city staff and third-party consultants, including Accela (primary software), E-Plan Soft (electronic plan review), Paymentus (payment handling), and Laserfiche (cloud storage). The City's system supports a multitude of departments including Planning and Development, Engineering Services, Transportation, Public Services, Water Resources, Community Development and Housing's Local Code Enforcement Division, Fire, and Inspections Services. The system serves as a central location for all data storage across the City and provides a public-facing portal.

The City has been using Accela for over 10 years with some upgrades and additional products added. Difficulties of the current system include increased costs to operate all four systems, custom integration that requires constant attention from staff and third-party consultants to maintain connections across all systems, and the inability to make changes to the system without rewriting code, which may require a third-party consultant.

GovWell offers a fully integrated enterprise permitting system for a considerably lower annual cost to the City. GovWell's system includes built-in plan review, payment handling, and cloud storage functions; 24/7 customer support to both City staff and the public; and a customizable public-facing portal with an artificial intelligence function to assist the public with questions. The GovWell system also allows staff to make changes without the need for third-party consultants or rewriting code. All affected departments were involved in the selection process.

BUDGET IMPACT: A budget ordinance amendment appropriating general fund reserves is included with this item.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a sole source purchase from GovWell Technologies Inc. in the amount of \$849,500.00 for the implementation and initial three-year term of an enterprise permitting software system for development, permitting, and inspections, to approve a budget ordinance amendment in the amount of \$367,750.00, and to authorize the appropriate City Official(s) to execute all necessary documents.

AN ORDINANCE AMENDING THE 2025-2026 BUDGET ORDINANCE OF THE
CITY OF HIGH POINT TO APPROPRIATE GENERAL FUND RESERVES
FOR AN ENTERPRISE PERMITTING SOFTWARE SYSTEM

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

Section 1. The proposed amendment appropriates \$367,750 in general fund reserves for the purchase of a new enterprise permitting software system.

Section 2. The 2025-2026 Budget Ordinance of the City of High Point should be amended as follows:

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

Permitting Software	\$367,750
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(B) That the following General Fund revenues be amended as follows:

Fund Balance	\$367,750
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Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

Adopted by the City Council of the City of High Point, this the 23rd day of March 2026.

Cyril Jefferson, Mayor

ATTEST

Sandra Keeney, City Clerk



GovWell Technologies Inc.
25 W 36th St., Floor 10
New York, NY 10018
www.govwell.com

211 S Hamilton St
High Point, NC 27260

RE: GovWell Technologies Inc., Sole Source Documentation

To Whom It May Concern:

This letter serves as formal confirmation that GovWell Technologies Inc. is the sole provider, developer, and authorized support entity for the GovWell software platform. The GovWell platform is proprietary technology owned exclusively by GovWell Technologies Inc., and no third parties are authorized to license, sell, support, integrate, or modify the system.

GovWell includes the following unique and proprietary capabilities that are not available from any other vendor:

Planning & Zoning Module

- **Integrated Electronic Plan Review:** A unified system allowing applicants and staff to submit plans, conduct markups, reference applicable codes, exchange comments, and transmit review results within a single platform.
- **AI Auto-Check Engine:** A proprietary artificial intelligence tool that analyzes submitted applications and provides real-time feedback on alignment with local ordinances, zoning codes, and administrative rules. This AI engine is unique to GovWell and cannot be purchased or licensed separately.
- **Real-Time Applicant Support:** Embedded technical support tools designed specifically for residents and applicants, allowing them to receive assistance directly within the GovWell platform.

Sole Provider and Support Justification

GovWell Technologies Inc. is the only entity legally authorized to provide:

- Licensing of the GovWell platform
- Implementation and configuration
- Maintenance, updates, enhancements, and security patches
- Technical support for applicants and staff
- Integration services with local government systems

Because the GovWell platform is proprietary and is not sold, serviced, or distributed through resellers or third-party vendors, competitive sourcing is not feasible.

If additional information is required to support this sole-source determination, GovWell Technologies Inc. will gladly provide further documentation.

Sincerely,
Troy LeCaire
Chief Executive Officer
GovWell Technologies Inc.
Email: troy@govwell.com
Phone: 920-360-4496

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:

GovWell Technologies LLC offers a fully proprietary enterprise permitting software that will replace four (4) current software systems that city uses for land development, permitting, and inspections. The request for sole source is due to no other company offer this software system at competitive cost.

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. (***Attach Company's Letterhead*)
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 Christopher Whaley
2026.03.04 14:53:01 -05'00'

Department/Division Date

APPROVAL PROCESS

Purchasing Manager

Financial Services Director

City Council (\$30,000 – Up)

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (“Agreement”) is made on March 24, 2026 (the “**Effective Date**”), by and between the City of High Point, a North Carolina municipal corporation (the “**City**”), and GovWell Technologies Inc., a(n) Delaware corporation (“**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, the GovWell Order Form, and the Terms of Service incorporated by reference therein**, 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 \$849,500.00.

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 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 delays, 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, if any, 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. (Reserved)

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. (Reserved)

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, systems, 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 to be provided by Service Provider pursuant to **Exhibit A**.

SECTION IV. TERM

A. Duration. The term of this Agreement (the “**Term**”) will commence on the Effective Date and will expire in accordance with Exhibit A, the Order Form, and the Terms of Service.

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, the Order Form** 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 an annual 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.

5. Payments in First Year. Notwithstanding anything to the contrary herein or in the Order Form or Terms of Service, the City shall pay for half of the Total Year 1 Cost reflected on the Order Form according to the terms herein and shall pay for the remaining half of the Total Year 1 Cost by August 1, 2026. For clarity, no interest shall accrue, whether pursuant to Section 4.4 (Interest) of the Terms of Service or otherwise, on amounts the City pays in accordance with this **Section V.A.5**.

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) Worker's Compensation with limits no less than the minimum amount required by applicable law;

(c) Commercial Automobile Liability with limits no less than \$1,000,000, 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. To the extent the City is obligated to indemnify Service Provider or any other entity, any such obligation shall be limited to the extent permitted by applicable law.

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. (Reserved)

C. Post-Termination Obligations. Upon any termination effected pursuant to this **Section VII**, Service Provider shall (1) promptly discontinue all 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.8**, **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. (Reserved)

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 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).

F. Public Records. The City is subject to and must comply with North Carolina public records laws, including but not limited to N.C. Gen. Stat. § 132.1, *et seq.* The City shall not be restricted from complying with its obligations under North Carolina public records laws, and the City’s good faith efforts to comply with North Carolina public records laws will not violate any terms of the Agreement, the Order Form, or the Terms of Services, including but not limited to any provisions regarding destruction of documents or confidentiality. The City cannot and does not agree to destroy (or permanently erase) any information that the City may be required to maintain under North Carolina public records laws. The City cannot and does not agree to keep any information confidential that the City may be required to disclose under North Carolina public records laws.

SECTION IX. MEETINGS

A. General. Subject to any more specific provisions set forth on **Exhibit A**, Service Provider may 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** and the Terms of Service as incorporated by reference therein, 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 conflicts with the provisions of this Agreement or its other Exhibits 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 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, consents, 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 High Point
Purchasing Department
P.O. Box 230
High Point, 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. .

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 in writing, 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 withhold amounts 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 all necessary and appropriate action to execute this Agreement on behalf of Service Provider and does so with full legal authority.

O. Data Extraction. Section 12.4 (Data Extraction) of the Terms of Service shall apply to the Agreement for a period of sixty (60) days after the end of the Term.

[SIGNATURES BEGIN ON THE NEXT PAGE]

IN WITNESS WHEREOF, this Agreement is entered into by the Parties as of the Effective Date.

The City:

CITY OF HIGH POINT

By: _____

Name: Greg Ferguson

Title: Deputy City Manager

Preaudit Certificate

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

Bobby Fitzjohn, Finance Officer

Service Provider:

GOVWELL TECHNOLOGIES INC.

By: _____

Name: _____

Title: _____

Service Provider's address for notices:

228 Park Ave S PMB 368134

New York, NY 10003-1502

Attn: David Ciano

EXHIBIT A

to

AGREEMENT FOR SERVICES

Description of Services, Compensation, Documentation and Deliverables, Endorsements, and
Schedule

(See attached)

GovWell Order Form

This Order Form, dated as of the Effective Date, is entered into by and between GovWell Technologies Inc. (“GovWell”) and the customer identified below (“Customer”), and is subject to the Terms of Service (as defined below), which are incorporated by reference herein.

Customer: City of High Point, NC	Effective Date: March 24, 2026
Customer Contact: Chris Whaley	Contact Email: christopher.whaley@highpointnc.gov
Contact Phone: (336) 883-3275	Billing Contact:
Billing Email:	Billing Phone:

1. SOFTWARE MODULES AND SERVICES.

The table below outlines the GovWell software modules and services included in Customer’s purchase:

Software Module	Description	Annual Subscription Fee	Deployment Services Fees	Data Migration Services	Data Migration Fees
Building Permits & Inspections	Manage building permits, inspections, plan review, and certificates of occupancy for vertical construction. Does not include site development, engineering permits, or contractor licensing.	\$90,000	\$38,800	Data + Files	\$23,200
Contractor Registration	Manage contractor registrations/licenses and renewals for contractors seeking to pull building permits. Tracks insurance verification and license status.	\$16,000	\$4,000	None	-
Planning & Zoning	Manage discretionary land use applications requiring staff review or public hearings. Does not include building permits or engineering permits.	\$45,000	\$10,000	Data + Files	\$4,000
Engineering & Land Use Permits	Manage site development permits including grading, erosion control, drainage, utilities, and sewer connections. Covers construction-phase stormwater controls. Does not include building permits, public works street permits, or post-construction stormwater maintenance.	\$15,000	\$4,000	Data Only	\$2,000
Code Enforcement	Manage code enforcement cases for property maintenance, nuisance, and zoning violations. Does not include lien tracking, parking tickets or rental registration programs.	\$35,000	\$10,000	Data + Files	\$8,500
Events Permits	Manage special event permit applications including festivals, parades, block parties, and similar public events. Does not include venue rentals, fire permits, or right-of-way permits.	\$10,000	\$2,000	None	-
Stormwater	Manage recurring inspections for post-construction stormwater facilities.	\$20,000	\$12,000	Data Only	\$4,000
Transportation Permits	Permits related to right-of-way, lane closure, and driveways.	\$10,000	\$2,000	Data Only	\$2,000
AI Community Assistant	Provide 24/7 support to your community in 80+ languages.	Free up to 100 questions /	-	-	-

		month ¹			
TOTALS		\$241,000	\$82,800		\$43,700

2. SCOPE OF WORK.

By signing this Order Form, the Customer agrees to the Scope of Work (“SOW”) attached as Exhibit A. The SOW outlines the specific services GovWell will provide, as well as the responsibilities of the Customer with respect to Deployment Services, Data Migration Services, Continuous Deployment Services, and Product Support. The Customer acknowledges that GovWell’s obligations are limited to the hours and scope defined in the table below. Any services requested beyond these limits may incur additional fees, as described in the SOW.

Item	Quantity / Scope
Deployment Services	191 hours, conducted via Zoom, with two (2) onsite visits at a mutually agreeable time during implementation/training.
Data Migration Services	234 hours
Staff Training	Twenty One (21) 60-minute sessions conducted via Zoom
Continuous Deployment Services	40 hours / year
Product Support	Included for free.

3. INITIAL TERM

Three (3) years, beginning on the Effective Date.

4. SUMMARY OF FEES AND TERMS

Item	Description
Deployment & Data Migration Services Fees (one-time)	\$126,500
Annual Subscription Fees	\$241,000
Total Year 1 Cost	\$367,500
Annual Uplift	5% (not applicable during initial term)
Initial Term Invoice Schedule	Annual, invoiced on signing. Invoice schedule: • \$183,750, invoiced on Effective Date • \$183,750 invoiced on July 1, 2026 • \$241,000, invoiced on Anniversary of Effective Date 2027 • \$241,000, invoiced on Anniversary of Effective Date 2028
Renewal Procedure	Automatic 1 year renewal term, unless 30 days notice provided prior to renewal date

¹If you exceed 100 questions per month, we’ll notify you so you can choose to upgrade based on your usage or discontinue use of the Community Assistant. We will never bill you without your consent.

5. TERMS OF SERVICE.

The parties expressly acknowledge and agree that this Order Form, any appendices attached, and any amendments hereto signed by the parties, is subject to and conditioned upon Customer's agreement to the Terms of Service located at <http://www.govwell.com/terms> (as amended from time to time, the "**Terms of Service**"). By signing below, Customer expressly acknowledges and agrees that it has reviewed the Terms of Service and agrees to be bound thereby. In the event of any inconsistency or conflict between the terms of this Order Form and the Terms of Service, the terms of this Order Form shall take precedence and govern solely with respect to the specific services, fees, and terms outlined herein, unless otherwise stated in the Terms of Service. All other provisions of the Terms of Service shall remain in full force and effect. Customer further acknowledges and agrees that by signing below, the person signing this Order Form has the authority to execute this Order Form on behalf of Customer. This Order Form may not be amended or modified, except in a writing signed by both Customer and GovWell.

AGREED AND ACCEPTED on behalf of the parties by their duly authorized representatives as of the Order Form Effective Date.

Exhibit A: Scope of Work

Deployment Services, Data Migration Services, & Ongoing Support

This Scope of Work (“SOW”) outlines the services to be provided by GovWell in connection with the implementation of its software platform for the Customer, as well as the ongoing support and maintenance services that follow. It also defines the responsibilities of both the Customer and GovWell to ensure a smooth and effective onboarding experience and continued successful use of the platform. This SOW is incorporated into and governed by the terms of the applicable Order Form.

1. Deployment Services

GovWell and the Customer will collaborate to deploy the GovWell software platform for the Customer’s use. A dedicated GovWell Deployment Strategist will be assigned to the Customer to coordinate the deployment process and manage the activities necessary to ensure successful go-live of the platform (the “Deployment Services”).

1.1 Scope

The following outlines the services and responsibilities included within the scope of this engagement. These items define the core activities that GovWell and the Customer will undertake to successfully deploy the GovWell platform.

- **Regular meetings with GovWell Deployment Strategist.** Mutual consultations between Customer and the GovWell Deployment Strategist will be conducted via Zoom to define and document Customer’s goals, timelines, and workflows; demonstrate deployment progress; and gather and incorporate Customer feedback throughout the deployment process.
- **System configuration.** GovWell will configure the software to reasonably align with the Customer’s expressed needs, including setup of the online portal, relevant modules, workflows, forms, document templates, fee structures, inspection settings, user roles and permissions, and other applicable system components. While every effort will be made to reflect the Customer’s requirements, configurations will be based on a commercially reasonable interpretation of those needs within the capabilities of the platform.
- **Staff training.** GovWell to conduct virtual training sessions for Customer staff via Zoom. Training sessions are limited to the quantity and duration specified in the Order Form. GovWell will also provide a library of digital training materials and guides, including video demonstrations of key functionality.
- **Integration with Geographic Information System (GIS).** GovWell will reach out to the Customer’s designated GIS contact to initiate integration efforts. The Customer is responsible for providing accurate contact information, facilitating introductions, and ensuring their GIS team provides all necessary data in a timely manner. GovWell’s ability to integrate is directly dependent on the completeness and responsiveness of the information shared by the Customer’s GIS team. Timely access and communication are essential to ensure a smooth integration.
- **Configuration of online payment processing through GovWell.** The Customer is responsible for completing all onboarding forms required by GovWell’s integrated payment processor, Finix. GovWell does not support the use of alternative payment processors.

1.2 Timeline

GovWell is committed to bringing the Customer live as quickly as possible and will make commercially reasonable efforts to do so. While the deployment timeline will be discussed and generally targeted during the deployment kickoff meeting, the inherently variable nature of deployment processes means that no specific timeline is guaranteed. GovWell is not responsible for delays resulting from incomplete or inaccurate inputs, delayed responses, or changes in the availability of key Customer personnel, including due to vacations, leave, or other time off.

1.3 Customer Responsibilities

Customer acknowledges that active, timely participation from Customer is necessary to achieve a smooth and effective deployment. Customer responsibilities include, but are not limited to:

- Assign a primary point of contact for each software module to coordinate deployment activities.
- Participate in scheduled virtual meetings with the GovWell Deployment Strategist.
- Submit all requested information and materials in the required formats and within specified timeframes.
- Review and test configurations, provide feedback and approvals to GovWell promptly.
- Complete all onboarding forms required by GovWell's integrated payment processor, Finix (GovWell does not support alternative payment processors).
- Facilitate an introduction to a point of contact responsible for GIS.

1.4 Exclusions & Terms

- Deployment Services do not include custom application development or third-party integrations (other than the ones specified in Section 1.1 (Scope)).
 - Additional Deployment Services beyond the initial scope may be subject to additional fees specified in section 4 of this SOW.
-

2. Data Migration Services

GovWell and the Customer will collaborate to migrate the Customer's data into the GovWell software platform for the modules specified in the Order Form. A dedicated GovWell Data Expert will be assigned to coordinate the data migration process and manage the activities necessary to prepare the Customer's data for use within the platform (the "Data Migration Services").

2.1 Scope

The following outlines the services and responsibilities included within the scope of this engagement. These items define the core activities that GovWell and the Customer will undertake to successfully migrate data into GovWell.

- Review and consultation with a GovWell Data Expert to determine project goals, which legacy data is relevant for migration, and appropriate mappings from into GovWell database model.

- Preparation of a written data migration plan for Customer approval.
- One-time import of structured tabular data into GovWell.

2.2 Customer Responsibilities

Customer acknowledges that active, timely participation from Customer is required to achieve a smooth and effective data migration. Customer responsibilities include, but are not limited to:

- **Primary point of contact.** Assign a primary point of contact to coordinate data migration activities in collaboration with GovWell representatives.
- **Data extraction and transfer.** Customer will extract or export source data from legacy systems and transfer to GovWell in structured file formats (e.g., CSV, Excel). GovWell requires two main exports: one export for analysis and planning, and a final export immediately prior to migration. If files are included in the Order Form, Customer will extract and transfer files and attachments to GovWell via SSH File Transfer Protocol or Secure File Transfer Protocol (SFTP). If Customer cannot export source data independently, Customer will be solely responsible for coordinating with their current software vendor to obtain the necessary data.
- **Meeting participation.** Participate in scheduled virtual meetings with a GovWell Data Expert to consult on project goals, answer questions, and facilitate the mapping of source data to the GovWell data model.
- **Migration Plan Approval.** The Customer is responsible for carefully reviewing the written data migration plan and must digitally approve it prior to execution. By approving the plan, the Customer acknowledges that the accuracy, completeness, and alignment of the migration with their expectations are their sole responsibility. GovWell is not liable for any errors, omissions, or outcomes resulting from decisions made or information provided by the Customer. In the event of adverse consequences arising from the approved plan, GovWell will make commercially reasonable efforts to remediate the issue; however, additional costs may apply.
- **Complete migration tasks.** GovWell will make reasonable efforts to place migrated records in the appropriate steps within workflows and minimize the work required by Customer. However, limitations in the source data—such as missing or incompatible information—may prevent certain records from being automatically mapped into the current workflows. In these cases, Customers may be responsible for manually moving records to the correct workflow steps, validating data accuracy, and relocating attachments as needed.

2.3 Exclusions & Terms

In connection with GovWell’s standard data migration services, the following are not in scope:

- Verification of source data accuracy, completeness, or quality.
- Data cleaning or validation of source data (e.g., spelling corrections, field splitting, schema mismatch resolution).
- Digitization of physical documents.
- Transforming scanned or handwritten documents into structured data.

- Imports of data that lack sufficient detail to generate a complete and usable entity in GovWell, such as a permit without a permit number or an inspection without a date of completion.
- Training sessions for Customer residents or the public.
- Additional Deployment Services beyond the scope may be subject to additional fees specified in section 4 of this SOW.

2.4 Timelines

GovWell is committed to making the data migration process as smooth and efficient as possible and will make commercially reasonable efforts to support Customer throughout. While timelines will be established and generally targeted during the deployment kickoff meeting, the complexity and variability of data migration means that no specific timeline or outcome can be guaranteed. GovWell is not responsible for delays or limitations resulting from incomplete, inconsistent, or improperly formatted source data, lack of access to required systems, or delays in Customer responses or availability—including due to vacations, leave, or other time off taken by key Customer personnel. This also includes situations where third-party vendors fail to provide data in a timely manner or where the Customer provides critical data, such as large files or datasets, at the last minute (e.g., under 5 days before the scheduled migration). Such circumstances can impact the migration timeline and overall project success, and any resulting delays or additional costs will not be the responsibility of GovWell.

To maintain the integrity and accuracy of the data migration, all configuration changes must be completed prior to the migration process. Because many configuration changes commonly occur after go-live as the platform is fine-tuned to meet the Customer's needs (e.g. modifying the process for a Solar Panel permit or adding required inspections for an Electrical permit), GovWell schedules data migration to take place only after the platform has gone live with the finalized configuration. Performing data migration before finalizing these changes risks data inconsistencies and errors, which can lead to significant additional work and may result in additional fees. This approach helps ensure a clean, reliable migration and a stable platform for ongoing use.

There will be a minimum of five (5) business days between GovWell's receipt of final data and the point at which that data will be accessible and usable within the GovWell system.

Longer timeframes may result from:

- Incomplete or incorrect file formatting.
- Customer-requested changes to migration plan or platform configuration.
- Transfer issues or SFTP protocol delays.

2.5 Limitations

Customer acknowledges that GovWell is not responsible for the quality, completeness, or accuracy of the source data provided for migration. The quality of the source data can directly impact the quality of the data as it appears and functions within the GovWell platform. Data migrations are inherently imperfect, and not all data or structures from legacy systems can be mapped precisely to the new environment. While GovWell will make commercially reasonable efforts to ensure a successful and functional migration, some migrated records may not process as expected. This may include data appearing differently than in the original system, missing or partially mapped fields, or workflows and automations not functioning as intended.

2.6 Post-Migration Support and Customer Responsibilities

Customer is responsible for carefully reviewing the migration plan to ensure it aligns with their expectations and digitally signing prior to execution. Any data not listed in the migration plan will not be migrated by GovWell. Following the completion of the data migration, GovWell is committed to supporting Customer in addressing issues that may arise, including assisting with reasonable data adjustments if certain records did not migrate as intended. GovWell will make good faith efforts to resolve issues resulting from errors or discrepancies within the scope of the approved plan. Any post-migration adjustments must be scheduled in advance and are subject to GovWell's availability. Significant or time-intensive requests may incur additional charges, as outlined in section 4 of the SOW.

2.7 Service Hours

Data migration service hours are limited to the number of hours specified in the applicable Order Form. These hours cover all activities related to the data migration process, including planning, execution, validation, issue resolution, and consultations. Any services requested beyond the allotted hours may be subject to additional fees, as outlined in section 4 of this SOW.

2.8 Data Security

- If data that Customer intends to migrate contains Sensitive Personally Identifiable Information (SPII), Customer must notify GovWell in advance of sharing the data. SPII includes, but is not limited to, Social Security Numbers, Federal Tax Identification Numbers, Employer Identification Numbers, and other sensitive personal or organizational identifiers,
- All SPII must be transferred via GovWell's secure SFTP channel.
- GovWell is not responsible for data exposure resulting from insecure transmission methods (e.g., email).

3. Continuous Deployment & Product Support Services

GovWell will collaborate with the Customer to provide ongoing support and ensure the GovWell software platform continues to meet Customer's needs following deployment. A new GovWell Deployment Strategist will be assigned after go-live to coordinate support activities and manage the services necessary to ensure the continued successful use and optimization of the platform. In addition to this service, GovWell also offers regular product support channels to address general inquiries, technical issues, and troubleshooting needs.

3.1 Overview

Following the initial deployment, GovWell will provide ongoing support to help the Customer maintain effective use of the platform. This includes two types of services: (1) Continuous Deployment Services: for configuration changes, training, and strategic guidance, and (2) Product Support: for general inquiries, technical support and issue resolution. GovWell may adjust the nature and frequency of these support activities over time based on the Customer's usage of the platform and evolving needs.

3.2 Scope

Requests involving configuration changes, consultations, or training sessions may count against the Customer's allotted Continuous Deployment Services hours as outlined in the Order Form. Technical support inquiries—such as those related to login issues, bug reports, or basic troubleshooting—are not counted against service hours and are addressed through GovWell's regular support channels.

All major service requests submitted through any channel—regardless of whether routed through Deployment Strategists or general support—will be assessed for inclusion in Deployment Services hours. Any services requested beyond the allotted hours may be subject to additional fees, as outlined in Section 4 of this SOW. GovWell will notify Customer in advance of reaching their service hour limit.

The following activities are included in Continuous Deployment Services:

- Configuration changes: Any updates to settings, record types, workflows, fields, templates, etc.
- Consultations: Strategic guidance, best practices, and process mapping.
- Training sessions: Live or recorded training for new staff, refresher sessions, or training on specific modules or features.
- Other service-related tasks: Any request that requires a GovWell team member to perform work beyond a basic fix or answer—for example, correcting misentered data, adjusting a process flow, or preparing a custom report.

The following are not included in Continuous Deployment Services, and are covered by Product Support:

- Bug reports and resolution.
- Login/access issues.
- Basic troubleshooting and how-to questions (e.g., "How do I export a report?").

4. Out-of-Scope Services & Hourly Rates

GovWell is committed to delivering successful Deployment, Data Migration, Continuous Deployment, and Product Support services within the scope and hours outlined in the Order Form. GovWell understands that needs may evolve and additional work may sometimes be necessary to ensure a smooth experience. If the required effort exceeds the included hours or scope, GovWell will communicate with the Customer before proceeding. Any work beyond the agreed scope will only move forward with mutual consent and may be billed at GovWell's standard rates as a last resort.

- Deployment Services: \$150 per hour
- Data Migration Services: \$200 per hour
- Continuous Deployment Services: \$150 per hour

EXHIBIT B
to
AGREEMENT FOR SERVICES

Certificate(s) of Insurance

(See attached)

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of Sale of City-Owned Property – 414 Hodgin Street, 532 East Farriss Avenue, and 1130 Adams Street

FROM:

Mike Brooks
Real Estate Coordinator
City Attorney's Office

MEETING DATE:

March 23, 2026

PUBLIC HEARING:

No

ADVERTISED DATE/BY:

N/A

ATTACHMENTS:

1. Resolution - 414 Hodgin Street
2. Resolution - 532 East Farriss Avenue
3. Resolution - 1130 Adams Street

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
BMS Investment Properties, LLC	414 Hodgin Street	194495	.20 acre	Vacant lot	\$20,000.00
BMS Investment Properties, LLC	532 East Farriss Avenue	180298	.23 acre	Vacant lot	\$10,400.00
BMS Investment Properties, LLC	1130 Adams Street	187619	.11 acre	Vacant lot	\$15,378.87

BUDGET IMPACT: N/A

RECOMMENDED ACTION REQUESTED: City Council is requested to consider 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 PROCEDURE FOR THE SALE OF REAL PROPERTY**

WHEREAS, the City of High Point (the “City”) owns that certain real property addressed at 414 Hodgins Street and more particularly described as Guilford County REID 194495 and PIN 6799-37-3428, consisting of approximately 8,712 square feet (0.20 acre) (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 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 in the amount of twenty thousand dollars (\$20,000.00), submitted by BMS Investment Properties, LLC; and

WHEREAS, BMS Investment Properties, LLC has paid the required five percent (5%) bid 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 authorized by 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 to (using the form provided by the City) to the City Clerk’s Office within ten (10) 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 one thousand dollars (\$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 any and all offers or bids.

Section 9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The City's Mayor or Real Estate Coordinator may execute the instrument(s) necessary to convey the property to BMS Investment Properties, LLC.

Section 10. This resolution is effective upon adoption.

Adopted by City Council this 23rd day of March, 2026.

CITY OF HIGH POINT

By: _____
Cyril Jefferson, Mayor

Attest: _____
Sandra Keeney, City Clerk

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

WHEREAS, the City of High Point (the “City”) owns that certain real property addressed at 532 East Farriss Avenue and more particularly described as Guilford County REID 180298 and PIN 7801-20-0175, consisting of approximately 10,018 square feet (0.23 acre) (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 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 in the amount of ten thousand four hundred dollars (\$10,400.00), submitted by BMS Investment Properties, LLC; and

WHEREAS, BMS Investment Properties, LLC has paid the required five percent (5%) bid 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 authorized by 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 to (using the form provided by the City) to the City Clerk’s Office within ten (10) 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 one thousand dollars (\$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 any and all offers or bids.

Section 9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The City's Mayor or Real Estate Coordinator may execute the instrument(s) necessary to convey the property to BMS Investment Properties, LLC.

Section 10. This resolution is effective upon adoption.

Adopted by City Council this 23rd day of March, 2026.

CITY OF HIGH POINT

By: _____
Cyril Jefferson, Mayor

Attest: _____
Sandra Keeney, City Clerk

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

WHEREAS, the City of High Point (the “City”) owns that certain real property addressed at 1130 Adams Street and more particularly described as Guilford County REID 187619 and PIN 6890-83-0481, consisting of approximately 4,791 square feet (0.11 acre) (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 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 in the amount of fifteen thousand three hundred seventy eight dollars and eighty seven cents (\$15,378.87), submitted by BMS Investment Properties, LLC; and

WHEREAS, BMS Investment Properties, LLC has paid the required five percent (5%) bid 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 authorized by 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 to (using the form provided by the City) to the City Clerk’s Office within ten (10) 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 one thousand dollars (\$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 any and all offers or bids.

Section 9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The City's Mayor or Real Estate Coordinator may execute the instrument(s) necessary to convey the property to BMS Investment Properties, LLC.

Section 10. This resolution is effective upon adoption.

Adopted by City Council this 23rd day of March, 2026.

CITY OF HIGH POINT

By: _____
Cyril Jefferson, Mayor

Attest: _____
Sandra Keeney, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of Approval of Minutes

FROM:
City Clerk's Office

MEETING DATE:
March 23, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:

1. Finance Committee Minutes - February 26, 2026
 2. Special Meeting Minutes - March 2, 2026
 3. Regular Meeting Minutes March 2, 2026
 4. Community Development Committee Minutes - March 3, 2026
 5. Finance Committee Minutes - March 12, 2026
-

PURPOSE: Approval of Minutes.

BACKGROUND: Approval of Minutes.

BUDGET IMPACT: N/A

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

Finance Committee Minutes - February 26, 2026 @ 4:00 p.m.
Special Meeting Minutes - March 2, 2026 @ 4:00 p.m.
Regular Meeting Minutes - March 2, 2026 @ 5:30 p.m.
Community Development Committee Minutes - March 3, 2026 @ 4:00 p.m.
Finance Committee Minutes - March 12, 2026 @ 4:00 p.m.

HIGH POINT FINANCE COMMITTEE MEETING
Thursday, February 26, 2026 - 4:00 PM
Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

CALL TO ORDER

Chair Moore called the Finance Committee meeting to order at 4:00 p.m. and stated all members were present except for Mayor Pro Tem Peters, who is expected to arrive.

Present: *Chair Britt Moore, Mayor Pro Tem Monica Peters (arrived at 4:01 p.m.) Council Member Michael Holmes, and Council Member Tim Andrew*

PRESENTATION OF ITEMS

2026-42 **Consideration of a Resolution Adopting Updated Guilford County Hazard Mitigation Plan**

City Council is requested to consider a resolution adopting the updated Guilford County Hazard Mitigation Plan and authorize the appropriate City Official(s) to execute all necessary documents.

Brian Evans, Fire Chief, introduced Deputy Fire Chief Joe Bradshaw and Deputy Fire Chief Travis Thompson to present the Fire Department agenda items to the committee.

Deputy Fire Chief Bradshaw explained that the Guilford County Hazard Mitigation plan identifies both natural and human-caused hazards that pose risks to the county, assesses community vulnerability, and outlines strategies to reduce long-term risk to people and property. Adoption of the plan ensures that the City remains eligible for state and federal hazard mitigation funding, including FEMA funding.

Chair Moore asked for clarification regarding the funding eligibility and whether adoption of the plan was necessary to receive FEMA assistance. Staff confirmed that the plan is a five-year document and that without adopting it the City would not be eligible to apply for FEMA funding.

Council Member Andrew requested a copy of the plan.

A motion was made by Chair Moore, seconded by Council Member Andrew, to approve agenda item 2026-42.

Motion passed with the following vote:

Aye: Chair Moore, Mayor Pro Tem Peters, Council Member Andrew, and Council Member Holmes

Nay: None

2026-43

Consideration of a Contract with Shaver Roofing, LLC

City Council is requested to consider a contract with Shaver Roofing, LLC in the amount of \$96,750 for Fire Station #9 roof replacement and authorize the appropriate City Official(s) to execute all necessary documents.

Deputy Fire Chief Thompson, presented this item requesting approval of a contract for replacement of the roof at Fire Station No. 9. The project is necessary because the current roof has reached the end of its service life and has experienced leaks and weather-related deterioration, which could potentially disrupt operations and damage equipment. Temporary repairs have been performed in the past but are no longer cost-effective.

Council Member Andrew asked whether there had been other bids and noted that normally competing bids are included in the agenda packet.

Staff responded that seven bids were received and that Shaver Roofing was the lowest responsible bidder and the agenda item would be updated to include the information.

A motion was made by Chair Moore, seconded by Council Member Holmes, to approve agenda item 2026-43.

Motion passed with the following vote:

Aye: Chair Moore, Mayor Pro Tem Peters, Council Member Andrew, and Council Member Holmes

Nay: None

2026-44

Consideration of a Contract with 4 Seasons Demolition, Inc.

City Council is requested to consider a contract with 4 Seasons Demolition, Inc. in the amount of \$461,500 for the Ward elevated storage tank demolition and authorize the appropriate City Official(s) to execute all necessary documents.

Robby Stone, explained that the item had previously been approved; however, the original low bidder later withdrew due to an administrative error in their bid. As a result, the City revoked the initial award and returned with a recommendation to award the project to the next lowest responsible bidder, 4 Seasons Demolition, Inc. Five contractors had submitted bids. The demolition and removal process is estimated to take approximately 60 to 70 calendar days, and the contract amount is \$461,500 with funds available for the project.

Mayor Pro Tem Peters asked whether any portions of the tank might potentially be preserved for public art and suggested that after the lead-based paint assessment is conducted, staff could evaluate whether parts of the structure might be salvaged for

artistic use. Staff agreed to review the possibility.

A motion was made by Chair Moore, seconded by Council Member Andrew, to approve agenda item 2026-44.

Motion passed with the following vote:

Aye: Chair Moore, Mayor Pro Tem Peters, Council Member Andrew, and Council Member Holmes

Nay: None

2026-45

Consideration of a Contract with Atlantic Contracting Company Inc.

City Council is requested to consider a contract with Atlantic Contracting Company Inc. in the amount of \$3,881,359.25 for construction on the West Green Drive Green Stormwater Infrastructure project and authorize the appropriate City Official(s) to execute all necessary documents.

Robby Stone, Public Services Director, presented this item regarding approval of a contract with Atlantic Contracting Company Inc. for construction work along West Green Drive as part of the Green Stormwater Infrastructure Project. The project was funded through a \$5 million Local Assistance for Stormwater Infrastructure grant associated with American Rescue Plan Act funding. Approximately \$1 million of the grant funds have already been used for design services. The project had previously been bid but had to be rebid due to an insufficient number of bidders. Atlantic Contracting Company Inc. was the lowest responsible bidder in the rebid process with a bid amount of \$3,881,359.25. Staff also noted that additional costs may occur related to easement acquisition and construction inspection services.

Chair Moore asked whether the grant funding could be used for the consultant design work and staff confirmed that it could.

Mayor Pro Tem Peters asked whether the work being completed now had been coordinated with the planned RAISE Grant urban greenway project scheduled to begin around 2027 to ensure that improvements would not conflict. Staff confirmed that Transportation staff had reviewed the plans and coordinated to ensure the projects would be complementary.

Mayor Pro Tem Peters questioned about the possibility of converting a portion of West Green Drive from a one-way to a two-way street and whether that work was incorporated into the project. Staff explained that the conversion had been evaluated early in the planning process but could not be incorporated due to grant requirements. Staff indicated that the City could revisit that conversation after completion of the current project.

In response to Chair Moore, Mr. Stone confirmed the city had worked with Atlantic Contracting Company, Inc. before.

A motion was made by Chair Moore, seconded by Mayor Pro Tem Peters, to approve agenda item 2026-45.

Motion passed with the following vote:

Aye: Chair Moore, Mayor Pro Tem Peters, Council Member Andrew, and Council Member Holmes

Nay: None

2026-46

Consideration of a Request to Increase a Purchase Order Amount to Waste Management

City Council is requested to consider increasing PO-10-2025-11103 to Waste Management in the amount of \$785,000 for additional biosolids disposal and to authorize the appropriate City Official(s) to execute all necessary documents.

Allison Kraft, Water Resource Director, provided the staff report for this item requesting an increase to an existing purchase order with Waste Management. The City uses landfill facilities owned by Waste Management for disposal of biosolids from the wastewater treatment plant after they are processed through the incinerator. Normally the annual cost is approximately \$90,000. However, due to mechanical issues with the incinerator, the department has had to haul processed biosolids directly to the landfill, increasing costs. Staff requested an increase in the purchase order up to \$785,000 to ensure adequate funding through the end of the fiscal year while staff continues evaluating issues with the incinerator and determining long-term solutions.

Chair Moore asked whether the department was evaluating the long-term viability of the incinerator. Staff confirmed that an evaluation is underway.

A motion was made by Chair Moore, seconded by Council Member Andrew, to approve agenda item 2026-46.

Motion passed with the following vote:

Aye: Chair Moore, Mayor Pro Tem Peters, Council Member Andrew, and Council Member Holmes

Nay: None

2026-47

Consideration of a Purchase from WESCO

City Council is requested to consider a purchase from WESCO in the amount of \$518,224 for the purchase of warehouse stock for

the Electric Department and authorize the appropriate City Official(s) to execute all necessary documents.

Tyler Berrier, Electric Utilities Director, stated this item is requesting approval for the purchase of head-mounted switchgear units used in the City's underground electric distribution system. The purchase includes four four-way switchgear units that will be used as needed across the system rather than for a specific project.

A motion was made by Chair Moore, seconded by Council Member Holmes, to approve agenda item 2026-47.

Motion passed with the following vote:

Aye: Chair Moore, Mayor Pro Tem Peters, Council Member Andrew, and Council Member Holmes

Nay: None

2026-50

Consideration of Task Order #7 with Kimley-Horn and Associates, Inc.

City Council is requested to consider Task Order #7 for Amendment #5 with Kimley-Horn and Associates, Inc. in the amount of \$131,367.20 for additional design services for the Triangle Lake Road Bond Project and authorize the appropriate City Official(s) to execute all necessary documents.

Greg Venable, Transportation Director, provided the staff report for this item noting this is to request approval of Task Order #7 for Amendment Number Five to the design services contract with Kimley-Horn for the Kivett Drive project. The amendment allows the project to be divided into two construction phases, which will enable the City to complete right-of-way acquisition for the entire corridor while also advancing utility relocation.

A motion was made by Chair Moore, seconded by Council Member Andrew, to approve agenda item 2026-50.

Motion passed with the following vote:

Aye: Chair Moore, Mayor Pro Tem Peters, Council Member Andrew, and Council Member Holmes

Nay: None

ADJOURNMENT

There being no further business to come before the Finance Committee, the meeting adjourned at 4:15 p.m.

Respectfully Submitted,

Britt Moore, Chairman

Attest:

Sandra Keeney, City Clerk

DRAFT

HIGH POINT CITY COUNCIL SPECIAL MEETING
Monday, March 2, 2026 - 4:00 PM
Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

CALL TO ORDER

Mayor Pro Tem Peters called the Special Meeting of the High Point City Council to order at 4:00 p.m. and stated the following members were present:

Present: Mayor Pro Tempore Monica Peters, Ward 3, Council Member Britt Moore, At Large, Council Member Chris Williams, At Large, Council Member Tyrone Johnson, Ward 2 (arrived at 4:35 p.m.), Council Member Patrick Harman, Ward 4, Council Member Tim Andrew, Ward 5, and Council Member Michael Holmes, Ward 6.

Absent: Mayor Cyril Jefferson and Council Member Vickie McKiver

ADOPTION OF AGENDA

A motion was made by Mayor Pro Tem Peters, seconded by Council Member Moore, to adopt the agenda as presented.

Motion passed with the following vote:

Aye: Mayor Pro Tem Peters, Council Member Moore, Council Member Williams, Council Member Dr. Harman, Council Member Andrew, and Council Member Holmes

Nay: None

Absent: Mayor Jefferson, Council Member Johnson, and Council Member McKiver

PRESENTATION OF ITEMS

2026-52

Fiscal Year 2025 Financial Update

Staff will provide an update regarding the FY 2024-2025 Audited Financials.

Bobby Fitzjohn, Financial Services Director, presented an update regarding the City's audited financial statements. He explained that the audit presentation occurred later than usual due to delays caused by the federal government shutdown, which postponed the release of the compliance supplement required for audits. Because of that delay, the State Treasurer extended the audit deadline to February 12. The City's audit was completed within that deadline, although later than the City normally prefers.

Mr. Fitzjohn reviewed general fund revenues and expenditures. He explained that licenses, permits, and certain tax revenues appeared to decrease from the prior year because the showroom tax and occupancy tax were moved into a special revenue fund. These revenues are restricted in use and are essentially pass through funds rather than

discretionary revenues that support general City operations. After normalizing the numbers to account for this change, general fund revenues increased by approximately two percent from fiscal year 2024 to fiscal year 2025. General fund expenditures remained relatively stable, with an increase of approximately one percent. He noted that reductions shown in the community and economic development and culture and recreation categories were primarily due to payments to the Market Authority and Visit High Point no longer being recorded in the general fund in the same manner.

Mr. Fitzjohn then reviewed fund balance. Total fund balance increased by approximately \$4.4 million. Much of that increase was reflected in nonspendable and restricted categories. Nonspendable fund balance was primarily tied to prepaid expenses, including leases and subscription payments that begin on July 1 but must be paid in advance. Restricted fund balance increased largely due to encumbrances, which occur when purchase orders funded in one fiscal year carry forward into the next fiscal year. Fire apparatus purchases were identified as a primary example, as the City now orders fire trucks annually and funds for those purchases remain encumbered until the equipment is delivered. Unassigned fund balance, which is the portion available for appropriation by Council, increased from approximately \$27.8 million to \$29.4 million, an increase of about \$1.59 million. Mr. Fitzjohn reminded Council that approximately the same amount had already been appropriated earlier in the year to support the SAFER grant and a replacement fire truck.

Mr. Fitzjohn next provided a high level overview of the City's enterprise funds, which include electric, water, sewer, stormwater, landfill, transit, and parking operations. Enterprise fund operating revenues increased from approximately \$210.6 million to \$217.2 million, reflecting about a three percent increase. Total enterprise fund operating expenses decreased slightly, largely due to a reduction in wholesale power costs. Mr. Fitzjohn noted that these decreases had been anticipated and discussed during prior meetings with ElectriCities. He also explained that depreciation and amortization increased by approximately \$2 million, which reflects the City's growing capital investment and the way those assets are expensed over time.

Mr. Fitzjohn then reviewed the City's cash and investment balances at year-end. Total cash and investments increased from approximately \$327 million to about \$399 million. He explained that the increase was largely attributable to the issuance of approximately \$46 million in new bonds and a \$24 million distribution from the North Carolina Municipal Power Agency that will be used to support construction of the Electric Operations Center. He noted that approximately \$172 million of the total cash and investments balance was restricted, primarily for capital projects, and that approximately \$41 million represented short term accounts payable that had not yet been paid at year end.

Council inquired how much of the approximately \$400 million balance was already obligated. Mr. Fitzjohn responded that about \$172 million was restricted and approximately \$41 million represented outstanding short term liabilities such as unpaid invoices.

Mr. Fitzjohn also reviewed the City's capital assets, including right to use assets, intangible assets, and construction in progress. When asked to speak further about

intangible assets, he explained that changes in accounting standards now require certain lease agreements and subscription-based agreements, such as software contracts, to be recorded as both assets and liabilities. These are referred to as right to use assets. As a result, the City now records associated debt service obligations that were previously not shown in the same way.

Mr. Fitzjohn then reviewed the City's long-term liabilities. These include general obligation and limited obligation bonds, revenue bonds that support enterprise activities such as water and sewer, installment purchases and leases, compensated absences, the Law Enforcement Officers' Special Separation Allowance, the Local Government Employees' Retirement System liability, Other Post Employment Benefits liability, and landfill closure and post-closure obligations. He explained that compensated absences now include accrued sick leave in addition to vacation leave, which increased that liability compared to previous years. He also noted that during the fiscal year, the City issued approximately \$46 million in revenue bonds and approximately \$6.8 million in limited obligation bonds, while retiring roughly \$20 million in existing debt.

A question was raised whether the retirement of debt between the governmental bonds and revenue bonds was approximately evenly split. Mr. Fitzjohn responded that it was fairly close, with about \$10 million in revenue bonds retired and approximately \$11 million in general obligation and limited obligation bonds retired. He noted that about \$1 million of that latter amount related to stormwater debt, which supports an enterprise activity.

Mr. Fitzjohn also presented a statistical measure showing the City's total debt as a percentage of personal income. He explained that personal income has increased faster than the City's debt in recent years, which results in that ratio declining over time. He concluded by stating that the City received an unmodified audit opinion for fiscal year 2025, that no audit findings were reported, and that no performance indicators were noted by the Local Government Commission. He advised Council that copies of the Comprehensive Annual Financial Report had been provided and offered to answer additional questions if Council members wished to review the report further.

Mayor Pro Tem Peters thanked Mr. Fitzjohn for the report.

2026-53

Piedmont Triad Regional Water Authority (PTRWA)
Regionalization Study

Staff from PTRWA will present the regionalization study results and updates on current projects.

Damon Dequenne, Assistant City Manager, introduced Greg Flory, Executive Director of the Piedmont Triad Regional Water Authority, and Darren Thomas of Raftelis, who provided the presentation.

Mr. Flory explained that the Piedmont Triad Regional Water Authority was established in 1986 and currently operates as a wholesale water provider serving six member governments, including High Point. He noted that the Authority was originally chartered to provide both water and wastewater services but has historically focused on water supply. Mr. Flory explained that increasing growth in the Carolina Core region, including

major economic development projects such as the Toyota and the JetZero projects, has led to growing concerns about long term water and wastewater capacity throughout Guilford and Randolph Counties.

Mr. Flory explained that in 2024 the Authority undertook a strategic planning process that identified several priorities, including enhanced regionalization of water and wastewater resources, improved community outreach and education, and improved infrastructure and service delivery. He reported that the Authority is currently implementing capital projects that include expansion of the treatment facility to 26.7 million gallons per day and the development of advanced treatment technology. The expansion project is underway, and the advanced treatment project, which will utilize reverse osmosis technology to address emerging contaminants, is currently in the design phase with an anticipated completion date around 2031. Mr. Flory noted that High Point will participate in approximately nineteen percent of the cost for advanced treatment of the first twelve million gallons per day, with current cost estimates ranging from approximately \$125 million to \$150 million.

Mr. Flory then discussed the regionalization and master planning study that examined water and wastewater infrastructure needs across Guilford and Randolph Counties through the year 2050. The study included seventeen municipalities and concluded that existing capacity, interlocal agreements, and infrastructure are insufficient to meet projected growth and regulatory requirements in the region.

City Council asked Mr. Flory to explain what future capacity needs would look like. Mr. Flory responded that if jurisdictions continue operating under current plans without regional coordination, projections indicate that critical wastewater capacity restrictions could occur around 2042. He explained that once facilities approach certain capacity thresholds, regulatory requirements can limit additional connections and development until additional capacity is constructed.

A question was asked whether technological advancements or operational efficiencies were helping reduce construction costs in the utility industry. Mr. Flory responded that while there are operational efficiencies available, construction costs continue to rise due to increased labor costs, material costs, and other factors affecting the construction industry. A follow-up question was asked regarding whether labor shortages also contribute to rising costs. Mr. Flory confirmed that labor availability does contribute to higher costs in many projects.

Mr. Flory reviewed the alternatives evaluated in the regionalization study. The preferred alternative identified by the study was Alternative Four, which would consolidate infrastructure in a way that minimizes the number of facilities requiring expansion. However, he explained that this option would require cooperation among multiple jurisdictions, including communities in both Guilford and Randolph Counties. He stated that maintaining the current status quo would lead to critical wastewater capacity restrictions by approximately 2042 that could limit residential and commercial development in key regional areas, while the regional alternatives would support projected growth through 2050.

Mr. Darren Thomas of Raftelis then discussed the financial analysis conducted as part of the study. He explained that High Point's water supply position is comparatively strong due to its participation in the regional authority and access to regional water resources. However, High Point faces more significant long term challenges on the wastewater side due to projected capacity needs and evolving regulatory requirements related to nutrients and emerging contaminants.

Mr. Thomas explained that the financial analysis evaluated projected rate impacts for typical customers using approximately 5,000 gallons of water per month. He noted that if communities were to proceed independently with major infrastructure investments, utility rates could increase substantially. The study also examined how rates could be moderated if the region works together and secures external financial support from state and federal sources. He indicated that approximately \$1.1 billion in outside funding could help keep rate increases more manageable across the region while supporting the infrastructure investments necessary through 2050.

Mr. Flory then discussed the next steps in the regionalization effort. He explained that the Authority's board had adopted a resolution in January supporting the findings of the study and identifying Alternative Four as the preferred option. Over the next year, the Authority plans to continue outreach with local governments, determine participating jurisdictions, develop agreements, pursue financing strategies, and begin engineering planning.

Council asked what would happen if one of the potential partner jurisdictions declined to participate. Mr. Flory explained that not all jurisdictions would necessarily need to participate directly in the wastewater system, but all existing member governments of the Authority would need to agree to revisions to the joint governmental agreement that governs the Authority. If a member government refused to ratify those revisions, the agreement could not move forward in that form.

A follow-up question was asked regarding when Council might be asked to make a financial commitment to the regional effort or issue revenue bonds. Mr. Flory responded that such commitments are likely still several years away. He explained that there may first be smaller contributions to support engineering and planning work, but that major financing decisions would occur later in the process.

Mayor Pro Tem Peters thanked the presenters for the information.

2026-54

Closed Session - Economic Development

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

A motion was made by Mayor Pro Tem Peters, seconded by Council Member Dr. Harman, to go into Closed Session pursuant to N.C.G.S. §143-318.11(a)(4) for Economic Development.

Motion passed with the following vote:

Aye: Mayor Pro Tem Peters, Council Member Moore, Council Member Williams, Council Member Dr. Harman, Council Member Andrew, and Council Member Holmes

Nay: None

Absent: Mayor Jefferson and Council Member McKiver

Closed Session began at 4:53 p.m.

A motion to end Closed Session and return to Open Session was made by Council Member Andrew, seconded by Council Member Moore.

Motion passed with the following vote:

Aye: Mayor Pro Tem Peters, Council Member Moore, Council Member Williams, Council Member Dr. Harman, Council Member Andrew, and Council Member Holmes

Nay: None

Absent: Mayor Jefferson and Council Member McKiver

Closed Session ended at 5:01 p.m.

ADJOURNMENT

There being no further business to come before the Special Meeting, the meeting adjourned at 5:01 p.m.

Respectfully Submitted,

Monica Peters, Mayor Pro Tem

Attest:

Sandra Keeney, City Clerk

HIGH POINT CITY COUNCIL MEETING
Monday, March 2, 2026 - 5:30 PM
Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

ROLL CALL, MOMENT OF SILENCE, AND PLEDGE OF ALLEGIANCE

Mayor Pro Tem Peters called the meeting to order at 5:30 p.m. and stated all members were present except Mayor Jefferson and Council Member McKiver. She called for a moment of silence and the Pledge of Allegiance followed.

Present: Mayor Pro Tempore Monica Peters, Ward 3, Council Member Britt Moore, At Large, Council Member Chris Williams, At Large, Council Member Tyrone Johnson, Ward 2, Council Member Patrick Harman, Ward 4, Council Member Tim Andrew, Ward 5, and Council Member Michael Holmes, Ward 6.

Absent: Mayor Jefferson and Council Member Vickie McKiver, Ward 1

ADOPTION OF AGENDA

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

Motion passed with the following vote:

Aye: Mayor Pro Tempore Peters, Council Member Moore, Council Member Williams, Council Member Johnson, Council Member Harman, Council Member Andrew, Council Member Holmes

Nay: None

Absent: Mayor Jefferson and Council Member McKiver

RECOGNITIONS AND PRESENTATIONS

2026-48 **Proclamation - Arbor Day**
Mayor Jefferson will read a Proclamation declaring March 20, 2026 as Arbor Day.

Mayor Pro Tem Peters read and presented the Proclamation to Amy McBride, Senior Planner

Amy McBride, Senior Planner, presented information regarding the City's recognition as a Tree City USA recipient and reviewed related event logistics. She explained that trees play both an important and practical role in the community and highlighted the continued work of the City's Urban Forestry Commission. Ms. McBride discussed several new planting projects and noted the City's commitment to ensuring that a new tree is

planted whenever one is removed. She also shared that the Plant to Remember program continues to grow and, since 2010, has resulted in 140 donated and planted trees. In addition, she noted that the third annual tree giveaway will be held next Saturday, during which residents may take home a free tree. Ms. McBride emphasized that these efforts help beautify the community and stated that the Urban Forestry Commission works closely with local groups, including Keep High Point Beautiful and High Point University. She also noted the many economic benefits associated with planting trees.

2026-55

Proclamation - Women's History Month

Mayor Jefferson will read a Proclamation declaring March 2026 as Women's History Month.

Mayor Pro Tem Monica Peters read and presented the proclamation to Dr. Sherell Fuller, President of the High Point NAACP, and invited City Manager Tasha Logan Ford to join her for the presentation, noting that Mrs. Logan Ford is the first female City Manager for the City of High Point.

PUBLIC COMMENT PERIOD

2026-49

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.

Public Commit Period began at 5:39 p.m.

The following speakers were heard:

1. Angie Williams
2. Drew Patton
3. Louis Thibidoux
4. Tony Collins

Public Comment Period closed at 5:52 p.m.

CONSENT AGENDA ITEMS

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

Motion passed with the following vote:

Aye: Mayor Pro Tempore Peters, Council Member Moore, Council Member Williams, Council Member Johnson, Council Member Harman, Council Member Andrew, Council Member Holmes

Nay: None

Absent: Mayor Jefferson and Council Member McKiver

C-1) 2026-42 Consideration of a Resolution Adopting Updated Guilford County Hazard Mitigation Plan

City Council is requested to consider a resolution adopting the updated Guilford County Hazard Mitigation Plan and authorize the appropriate City Official(s) to execute all necessary documents.(Recommended by Finance Committee)

Approved by the consent vote.

C-2) 2026-43 Consideration of a Contract with Shaver Roofing, LLC

City Council is requested to consider a contract with Shaver Roofing, LLC in the amount of \$96,750 for Fire Station #9 roof replacement and authorize the appropriate City Official(s) to execute all necessary documents.(Recommended by Finance Committee)

Approved by the consent vote.

C-3) 2026-44 Consideration of a Contract with 4 Seasons Demolition, Inc.

City Council is requested to consider a contract with 4 Seasons Demolition, Inc. in the amount of \$461,500 for the Ward elevated

storage tank demolition and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee)

Approved by the consent vote.

C-4) 2026-45 Consideration of a Contract with Atlantic Contracting Company Inc.

City Council is requested to consider a contract with Atlantic Contracting Company Inc. in the amount of \$3,881,359.25 for construction on the West Green Drive Green Stormwater Infrastructure project and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee)

Approved by the consent vote.

C-5) 2026-46 Consideration of a Request to Increase a Purchase Order Amount to Waste Management

City Council is requested to consider increasing PO-10-2025-11103 to Waste Management in the amount of \$785,000 for additional biosolids disposal and to authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee)

Approved by the consent vote.

C-6) 2026-47 Consideration of a Purchase from WESCO

City Council is requested to consider a purchase from WESCO in the amount of \$518,224 for the purchase of warehouse stock for the Electric Department and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee)

Approved by the consent vote.

C-7) 2026-50 Consideration of Task Order #7 with Kimley-Horn and Associates, Inc.

City Council is requested to consider Task Order #7 for Amendment #5 with Kimley-Horn and Associates, Inc. in the amount of \$131,367.20 for additional design services for the Triangle Lake Road Bond Project and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee)

Approved by the consent vote.

C-8) 2026-56 Consideration of Approval of Minutes

City Council is requested to approve the following minutes:

Special Meeting Minutes – Council Retreat – February 12, 2026

@ 11:00 a.m.

Special Meeting Minutes – February 16, 2026 @ 4:30 p.m.

Regular Meeting Minutes – February 16, 2026 @ 5:30 p.m.

Approved by the consent vote.

GENERAL BUSINESS AGENDA

**G-1) 2026-35 Public Hearing Regarding Street Abandonment Case 26-01
(This item was continued from the February 16, 2026
Regular City Council Meeting)**

A request by Waste Industries High Point Landfill, LLC to abandon (permanently close) a 2,570± foot long (approximately 0.48-mile) unnamed right-of-way. The proposed abandonment is for an unimproved/unnamed 64-foot-wide right-of-way lying east of Cashatt Road (SR1155) and west of Guilford County Tax Parcel 158475 (5868 Riverdale Drive). This unimproved right-of-way bisects Guilford County Tax Parcel 213048 (5822 & 5830 Riverdale Drive) and is depicted on a map entitled "Exclusion Map for MRR of High Point, LLC (New Lot A)" as recorded in Plat Book 150, Page 96 in the Guilford County Register of Deeds Office.

Mayor Pro Tem Peters opened the Public Hearing.

Herb Shannon, Senior Planner, provided the staff report for this item. He explained that the request involves the abandonment of a paper street that was established in the 1990s. The applicant, Waste Industries High Point Landfill, LLC, requested the permanent closure of an approximately 2,570-foot-long, 64-foot-wide unimproved and unnamed right-of-way located east of Cashatt Road and west of Guilford County Tax Parcel 158475, which bisects Guilford County Tax Parcel 213048.

During Council discussion, Council Member Harmon asked what was the intended purpose of the abandonment. Mr. Shannon confirmed that the applicant intends to remove soil from the property. Council Member Holmes asked whether the abandonment would negatively affect the rights of abutting landowners. Mr. Shannon responded that all abutting properties would continue to have access to the right-of-way and would not be denied access as a result of the abandonment.

Mayor Pro Tem asked if anyone would like to speak for or against this item. Seeing none, she closed the Public Hearing.

A motion was made by Mayor Pro Tem Peters, seconded by Council Member Williams, to approve agenda item 2026-35.

Motion passed with the following vote:

Aye: Mayor Pro Tempore Peters, Council Member Moore, Council Member Williams, Council Member Johnson, Council Member Harman, Council Member Andrew, Council Member Holmes

Nay: None

Absent: Mayor Jefferson and Council Member McKiver

G-2) 2026-51 Receipt and Presentation of the FY 2024-2025 Audit Report
City Council is requested to acknowledge receipt of the City of High Point Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2025, and related required communications from the City's auditors, Cherry Bekaert LLP.

Bobby Fitzjohn, Financial Services Director, introduced the Audit Executive Summary for the fiscal year ending June 30, 2025, noting that the audit was submitted on time and thanking Finance staff and other City staff members who assisted the auditors by responding to questions throughout the audit process.

Daniel T. Gougherty, Engagement Partner with Cherry Bekaert, then presented the audit findings and introduced members of the Cherry Bekaert client service team, including Lauren Strobe, Haley King, Alyssa Croyle, and Malik Robinson.

Mr. Gougherty reported that the auditors issued unmodified opinions on the City's financial statements and on compliance related to the single audits performed in accordance with Uniform Grant Guidance and the State Single Audit Implementation Act. He further noted that no material weaknesses or significant deficiencies in internal controls were identified and no corrected misstatements were reported.

Mr. Gougherty also reviewed federal and state major programs tested for compliance and discussed qualitative aspects of the City's accounting practices, including significant estimates, disclosures, and related party transactions, noting no issues. He noted one uncorrected item related to the implementation of a new accounting standard associated with compensated absences; however, management determined the impact to be immaterial. Mr. Gougherty also discussed opioid settlement revenues and explained that the Local Government Commission views the funds as a nonexchange transaction and recommends recognizing the revenue upfront, though the difference did not result in a material adjustment.

Finally, Mr. Gougherty reported that the City met all Local Government Commission financial performance indicators, including maintaining a positive General Fund balance,

avoiding statutory violations related to the Annual Comprehensive Financial Report, and having no issues with debt service payments or compliance.

A motion was made by Mayor Pro Tem Peters, seconded by Council Member Andrew, to acknowledge receipt of the City of High Point Annual Comprehensive Financial Report for the Fiscal Year ended June 30, 2025.

Motion passed with the following vote:

Aye: Mayor Pro Tempore Peters, Council Member Moore, Council Member Williams, Council Member Johnson, Council Member Harman, Council Member Andrew, Council Member Holmes

Nay: None

Absent: Mayor Jefferson and Council Member McKiver

ADJOURNMENT

There being no further business to come before the Regular Meeting of the High Point City Council, the meeting adjourned at 6:14 p.m.

Respectfully Submitted,

Monica Peters, Mayor Pro Tem

Attest:

Sandra Keeney, City Clerk

HIGH POINT COMMUNITY DEVELOPMENT COMMITTEE MEETING

Tuesday, March 3, 2026 - 4:00 PM

Municipal Office Building

211 S. Hamilton Street

High Point, NC 27260

CALL TO ORDER

Chair Johnson called the Community Development Committee meeting to order at 4:00 p.m. and noted that Council Members Andrew and McKiver were absent. Mayor Pro Tem Peters was in attendance to establish a quorum.

Present: Chair Tyrone Johnson, Council Member Chris Williams, and Mayor Pro Tem Monica Peters

Absent: Council Member Tim Andrew and Council Member Vickie McKiver

PRESENTATION OF ITEMS

2026-58

2026–2027 Annual Action Plan Overview

Staff will provide an overview of the 2026-2027 Annual Action Plan.

Nena Wilson, Community Development and Housing Director, provided an overview of the 2026–2027 Annual Action Plan and the development process as citizen participation meetings and planning begin for the upcoming program year. Ms. Wilson reviewed the department's organizational structure, noting that the department currently has 19 staff positions with four vacancies, and provided an overview of the department's organizational chart.

Ms. Wilson explained that the department's work supports the goal of strengthening neighborhoods by providing decent, safe, and affordable housing for low- to moderate-income families, promoting community and economic development opportunities, assisting with services for homeless and vulnerable populations, and supporting strategic code enforcement efforts.

She noted that the City is a HUD Entitlement Community and receives Community Development Block Grant (CDBG) funding on an annual formula basis to primarily address the needs of low- to moderate-income residents. Eligible activities include property acquisition, residential rehabilitation, public improvements, and economic development initiatives. Each activity funded must meet a national objective of benefiting low- to moderate-income persons, preventing or eliminating slums or blight, or addressing urgent community development needs.

Ms. Wilson also discussed the HOME Investment Partnerships Program, noting that the City participates as a HOME Participating Jurisdiction. The intent of the HOME program is to provide affordable housing to lower-income households, expand the capacity of

nonprofit housing providers, strengthen the ability of local governments to provide housing, and leverage private sector participation.

She explained that the Annual Action Plan is a one-year strategic plan that identifies the sources, uses, and beneficiaries of the programs funded primarily through CDBG and HOME funding. For the 2026–2027 program year, staff has not yet received final federal allocations and the figures presented are estimates. Anticipated funding includes approximately \$750,000 in CDBG funds, \$400,000 in HOME funds, and approximately \$10,000 in program income. Additional anticipated funding includes \$137,500 from the North Carolina Housing Finance Agency for the Urgent Repair Program, \$140,000 for the Construction Training Program, and an estimated \$16,500 for the Volunteer Income Tax Assistance program. The City General Fund contribution is approximately \$2,357,929. Ms. Wilson noted that if federal allocations are not received prior to the submission deadline, staff may request an extension for submission of the plan to HUD.

Ms. Wilson reviewed proposed programs for the upcoming year, including the Emergency Urgent Repair Program, Down Payment Assistance and Incentive Program, Public Services, and Single-Family New Construction initiatives. She noted that the target area for many of these efforts is the Southside area. Additional proposed programs include Construction Training, Volunteer Income Tax Assistance, and Core City Revitalization initiatives.

Council Member Chris Williams asked about the Down Payment Assistance program and noted that in certain areas up to \$10,000 may be available while other areas receive up to \$7,500. Ms. Wilson confirmed that assistance amounts vary based on the program guidelines and targeted areas. Council Member Williams also asked about the status of the Volunteer Income Tax Assistance funding. Ms. Wilson explained that the funding comes through the Internal Revenue Service and is awarded to nonprofit organizations. While the program is funded for the current tax season, notification for the 2026 funding cycle has not yet been received, though staff anticipates a similar allocation. She noted that all available tax preparation appointments have been filled and staff expects to have participation data available in April.

Mayor Pro Tem Peters asked whether information about the Annual Action Plan could be shared with neighborhood associations during upcoming meetings scheduled for March 12 at Morehead Recreation Center and March 17 at Oakview Recreation Center. Ms. Wilson indicated that staff would be presenting information at the neighborhood leaders meeting and could provide additional information as needed.

Council Member Johnson asked about participation levels in the Down Payment Assistance Program. Ms. Wilson stated that at least four households completed the program last year, compared to ten the year prior and eight in 2023. She noted that participation has been impacted by housing market conditions and the limited availability of homes within affordable price ranges.

Additional discussion occurred regarding whether City down payment assistance could be combined with state programs. Ms. Wilson explained that programs can be layered

as long as assistance does not exceed program limits or result in over-subsidization and household costs remain within affordability guidelines.

Ms. Wilson concluded by reviewing the proposed schedule for the Annual Action Plan process, which includes citizen participation meetings on March 12th and March 17th, a public review and comment period beginning April 1st, a public hearing scheduled for April 20th, and submission approval by City Council on May 4th. The plan is scheduled to be submitted to HUD by May 15th if there are no significant changes.

ADJOURNMENT

There being no further business to come before the Community Development Committee, the meeting adjourned at 4:13 p.m.

Respectfully Submitted,

Tyrone Johnson, Chairman

Attest:

Sandra Keeney, City Clerk

HIGH POINT FINANCE COMMITTEE MEETING
Thursday, March 12, 2026 - 4:00 PM
Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

CALL TO ORDER

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

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

Absent: Council Member Michael Holmes

PRESENTATION OF ITEMS

2026-62 **Consideration of the Ratification of a Purchase from Barrs Recreation, LLC**

City Council is requested to consider the ratification of a purchase from Barrs Recreation, LLC in the amount of \$148,382.50 for the installation of synthetic turf surfacing at the High Point Athletic Complex and authorize the appropriate City Official(s) to execute all necessary documents.

Lee Tillery, Parks and Recreation Director, provided the staff report. He stated this is regarding the purchase and installation of synthetic turf playground surfacing at the High Point Athletic Complex Miracle League playground. He explained that the existing surface had deteriorated and that the new surfacing would improve safety and accessibility, including ground level play features.

A motion was made by Chair Moore, seconded by Council Member Andrew, to approve agenda item 2026-62.

The motion passed with the following vote:

Aye: Chair Britt Moore, Council Member Tim Andrew, and Mayor Pro Tem Monica Peters

Nay: None

Absent: Council Member Michael Holmes

2026-63 **Consideration of Change Order #3 with Mainlining America, LLC**

City Council is requested to consider Change Order #3 with Mainlining America, LLC in the amount of \$800,000 to increase the contract amount from \$2,614,625 to \$3,414,625 for routine maintenance and repairs of water and sanitary sewer lines and authorize the appropriate City Official(s) to execute all necessary documents.

Allison Kraft, Water Resource Director, provided the staff report noting this is a request for Change Order No. 3 to the annual water and sewer external maintenance contract with Mainlining America in the amount of \$800,000. She explained that the additional funding was needed to address increased work volume related to storms and ice as well as planned sewer maintenance.

In response to a question from Chair Moore regarding whether the additional costs were related to insurance coverage due to the weather, Mrs. Kraft clarified that the increase was attributable to the volume of work performed rather than any insurance reimbursement.

A motion was made by Chair Moore, seconded by Council Member Andrew, to approve agenda item 2026-63.

The motion passed with the following vote:

Aye: Chair Britt Moore, Council Member Tim Andrew, and Mayor Pro Tem Monica Peters

Nay: None

Absent: Council Member Michael Holmes

2026-64 **Consideration of a Task Order with Volkert, Inc.**

City Council is requested to consider a task order with Volkert, Inc. in the amount of \$195,664 for professional construction engineering and inspection services for the West Green Drive, Green Stormwater Infrastructure Project and authorize the appropriate City Official(s) to execute all necessary documents.

Robby Stone, Public Services Director presented the West Green Drive Green Stormwater Infrastructure Project and requested approval to engage Volkert Engineering for construction inspection services in the amount of \$195,664. He noted that the project is supported by a \$5 million grant, including funding for design and construction, and that the inspection services were necessary to meet grant requirements.

A motion was made by Chair Moore, seconded by Council Member Andrew, to

approve agenda item 2026-64.

The motion passed with the following vote:

Aye: Chair Britt Moore, Council Member Tim Andrew, and Mayor Pro Tem Monica Peters

Nay: None

Absent: Council Member Michael Holmes

2026-65 **Consideration of a Sole Source Purchase from GovWell Technologies, Inc.**

City Council is requested to consider a sole source purchase from GovWell Technologies Inc. in the amount of \$849,500.00 for the implementation and initial three-year term of an enterprise permitting software system for development, permitting, and inspections, to approve a budget ordinance amendment in the amount of \$367,750.00, and to authorize the appropriate City Official(s) to execute all necessary documents.

Chris Whaley, Inspections Services Director, presented a request to proceed with a sole source purchase of enterprise permitting software from GovWell Technologies to replace multiple existing systems. He explained that the current systems cost between \$400,000 and \$450,000 annually and that the proposed system would consolidate services and reduce annual costs to approximately \$277,000, resulting in significant savings and improved efficiency.

A motion was made by Chair Moore, seconded by Mayor Pro Tem Peters, to approve agenda item 2026-65.

The motion passed with the following vote:

Aye: Chair Britt Moore, Council Member Tim Andrew, and Mayor Pro Tem Monica Peters

Nay: None

Absent: Council Member Michael Holmes

2026-66 **Consideration of Sale of City-Owned Property – 414 Hodgkin Street, 532 East Farriss Avenue, and 1130 Adams Street**

City Council is requested to consider the resolutions accepting the three (3) offers for the sale of city-owned properties and

authorizing the sale of the properties through the upset bid procedure of North Carolina General Statute §160A-269.

Mike Brooks, Real Estate Coordinator, presented offers from BMS Investment Properties LLC for the purchase of three city-owned properties located at 414 Hodgen Street, 532 East Ferris Avenue, and 1130 Adams Street. He noted that the offers reflected the City's investment in the properties and were recommended for acceptance through the upset bid process.

A motion was made by Chair Moore, seconded by Council Member Andrew, to approve agenda item 2026-66.

The motion passed with the following vote:

Aye: Chair Britt Moore, Council Member Tim Andrew, and Mayor Pro Tem Monica Peters

Nay: None

Absent: Council Member Michael Holmes

ADJOURNMENT

There being no further business to come before the Finance Committee, the meeting was adjourned at 4:10 p.m.

Respectfully Submitted,

Britt Moore, Chairman

Attest:

Sandra Keeney, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Resolution Calling a Public Hearing for Proposed Extension of General Obligation Streets and Sidewalk Bond Order

FROM:
Bobby Fitzjohn
Financial Services Director

MEETING DATE:
March 23, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Resolution

PURPOSE: The Financial Services Department recommends that the City Council call a public hearing for a proposed extension of the 2019 General Obligation Streets and Sidewalk Bond Order.

BACKGROUND: City Council previously adopted a General Obligation Bond Order for Streets and Sidewalks in the amount of \$22 million. The bond order was approved by voters on November 5, 2019, and is currently effective until November 5, 2026.

Based on the updated timeline of the Triangle Lake Road project, an extension of the bond order is required. The Local Government Commission approved the proposed extension (up to 10 years total) at their March 3, 2026, meeting.

BUDGET IMPACT: N/A

RECOMMENDED ACTION REQUESTED: City Council is requested to approve the attached "Resolution of The City Council of The City of High Point, North Carolina, Calling a Public Hearing for Proposed Extension of General Obligation Streets and Sidewalk Bond Order" and authorize the appropriate City Official(s) to execute all necessary documents.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGH POINT, NORTH CAROLINA, CALLING A PUBLIC HEARING FOR PROPOSED EXTENSION OF GENERAL OBLIGATION STREETS AND SIDEWALK BOND ORDER

WHEREAS, the City Council of the City of High Point, North Carolina (the “*City Council*”) previously adopted the following bond order of the City of High Point, North Carolina (the “*City*”), which order was for the following purposes and in the following maximum amount:

\$22,000,000 of bonds to pay capital costs of providing streets and sidewalks, including without limitation bridges, viaducts, causeways, overpasses, underpasses, alleys and bicycle lanes; paving, grading, resurfacing, and widening streets; sidewalks, curbs and gutters, culverts, and drains; traffic controls, signals, and markers; lighting; and grade crossings and the elimination thereof and grade separations; streetscaping, landscaping and pedestrian improvements; transit stop improvements; and the acquisition of land therefor;

WHEREAS, such bond order was approved by the voters on November 5, 2019 and is currently effective until November 5, 2026;

WHEREAS, the Local Government Commission entered an order approving a proposed extension of the maximum time period for issuing bonds under the bond order described above at its meeting on March 3, 2026;

WHEREAS, it is necessary, as a condition to the consideration and adoption of an extension of such bond order, to hold a public hearing on the extension of the bond order in the manner required by the Local Government Bond Act;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of High Point, North Carolina as follows:

*Section 1. **Call for Public Hearing.*** Pursuant to and in satisfaction of the requirements of the Local Government Bond Act, the City Council will conduct a public hearing at 5:30 p.m., or as soon thereafter as practicable, on April 6, 2026 at the Council Chambers on the 3rd floor of the Municipal Building located at 211 South Hamilton Street in High Point, North Carolina concerning the extension of the bond order as described in this Resolution. Anyone who wishes to be heard on the question of whether the maximum time period for issuing bonds under such order should be extended from seven years to 10 years after such date may appear at the public hearing. The City Clerk will cause a notice of the public hearing to be published once in a qualified newspaper of general circulation within the City no fewer than six days prior to the public hearing.

*Section 2. **Effective Date.*** This Resolution is effective on the date of its adoption.

STATE OF NORTH CAROLINA)
) ss:
CITY OF HIGH POINT)

I, Sandra Keeney, City Clerk of the City of High Point, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of the resolution entitled “**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGH POINT, NORTH CAROLINA, CALLING A PUBLIC HEARING FOR PROPOSED EXTENSION OF GENERAL OBLIGATION STREETS AND SIDEWALK BOND ORDER**” duly adopted by the City Council of the City of High Point, North Carolina, at a meeting held on the 23rd day of March, 2026 and that resolution is to be recorded in the minute books of said City Council.

WITNESS my hand and the seal of the City of High Point, North Carolina, this the ____ day of _____, 2026.

City Clerk
City of High Point, North Carolina

(SEAL)

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Resolution Making Certain Statement of Facts Concerning Proposed Bond and Calling a Public Hearing and the Introduction of Bond Order

FROM:

Bobby Fitzjohn
Financial Services Director

MEETING DATE:

March 23, 2026

PUBLIC HEARING:

No

ADVERTISED DATE/BY:

N/A

ATTACHMENTS:

1. Resolution
 2. Bond Order
-

PURPOSE: The Financial Services Department recommends that the City Council take the first steps to authorize the issuance of up to \$5,555,000 Series 2026 General Obligation Streets and Sidewalk Bonds. Actions requested include making certain statements of fact concerning the proposed bond issue, adopting a preliminary order to issue bonds at a not-to-exceed amount of \$5,555,000, and establishing a public hearing as required by state law.

BACKGROUND: The Triangle Lake Road improvement project is currently under design with right-of-way acquisition expected to begin soon. The total cost of the project is currently estimated to be approximately \$23 million. This bond issuance will fund design, right of way acquisition, and initial construction costs. Additional bonds are anticipated to be issued in Spring 2028 to fund the remainder of the construction contract.

The proposed resolutions, prepared by the City's bond attorneys, provide staff the authorization to issue up to \$5,555,000 two-thirds General Obligation bonds.

The LGC will consider the authorization for approval at their May 5, 2026 meeting.

These are necessary legal proceedings for the issuance of two-thirds General Obligation bonds.

BUDGET IMPACT: Repayment of the proposed bonds will be included in the General Debt Service Fund budget beginning in FY2026-2027.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a Resolution Making Certain Statements of Fact Concerning Proposed Bond Issue and Calling a Public Hearing, and introduce the attached Bond Order Authorizing the Issuance of Not to Exceed \$5,555,000 General Obligation Streets and Sidewalk Bonds of the City of High Point, North Carolina, and authorize the appropriate City Official(s) to execute all necessary documents.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGH POINT, NORTH CAROLINA
MAKING CERTAIN STATEMENTS OF FACT CONCERNING PROPOSED BOND ISSUE AND
CALLING A PUBLIC HEARING**

WHEREAS, the City Council of the City of High Point, North Carolina (the “*City Council*”) is considering the issuance of bonds of the City of High Point, North Carolina (the “*City*”) which shall be for the maximum principal amount of \$5,555,000 of bonds to pay the capital costs of streets and sidewalk projects located in the City.

WHEREAS, the City Council must make certain findings of fact to enable the Local Government Commission of the State of North Carolina (the “*Commission*”) to make certain determinations as set forth in Section 159-52 of the General Statutes of North Carolina.

NOW, THEREFORE, BE IT RESOLVED that the City Council, meeting in open session on the 23rd day of March, 2026, makes the following factual findings in regard to this matter:

A. ***Facts Regarding Necessity of Proposed Financing.*** The proposed bonds are necessary or expedient to pay the capital costs providing streets and sidewalks, including without limitation bridges, viaducts, causeways, overpasses, underpasses, alleys and bicycle lanes; paving, grading, resurfacing, and widening streets; sidewalks, curbs and gutters, culverts, and drains; traffic controls, signals, and markers; lighting; and grade crossings and the elimination thereof and grade separations; streetscaping, landscaping and pedestrian improvements; transit stop improvements; and the acquisition of land and rights-of-way therefor.

B. ***Facts Supporting the Amount of Bonds Proposed.*** The sums estimated for these bonds are adequate and not excessive for the proposed purpose.

C. ***Past Debt Management Policies.*** The City’s debt management procedures and policies are good and have been carried out in compliance with law. The City employs a full-time Financial Services Director to oversee compliance with applicable laws relating to debt management. The City Council requires annual audits of City finances. In connection with these audits, compliance with laws is reviewed. The City is not in default in any of its debt service obligations. The City Attorney’s office reviews all debt-related documents for compliance with laws.

D. ***Past Budgetary and Fiscal Management Policies.*** The City’s budgetary and fiscal management policies have been carried out in compliance with laws. The City Council closely reviews annual budgets before final approval of budget ordinances. Budget amendments changing a function total or between functions are presented to the City Council at regular City Council meetings. The Financial Services Director presents financial information to the City Council which shows budget to actual comparisons annually and otherwise as the City Manager deems necessary or as a member of the City Council may request.

E. ***Retirement of Debt.*** The increase in taxes, if any, necessary to service the proposed debt will not be excessive.

F. ***Marketing of Bonds.*** The proposed bonds can be marketed at reasonable rates of interest.

G. ***Estimated Interest.*** The assumptions used by the Financial Services Director in preparing the statement of estimated interest to be filed with the City Clerk pursuant to Section 159-55.1(a) of the General Statutes of North Carolina are reasonable.

H. ***Financing Team.*** The City Manager and the Financial Services Director, with advice from the City Attorney, are hereby authorized and directed to (1) retain Parker Poe Adams & Bernstein LLP, as bond counsel, and (2) retain Davenport & Company LLC, as financial advisor. The City Manager and the Financial Services Director are authorized to retain and approve the services of other professionals that they deem necessary related to the issuance of the proposed bonds. The filing of an application by the Financial Services Director with the Commission for its approval of the proposed bonds is hereby ratified and confirmed.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council that the public hearing on the bond order for the proposed bonds shall be held on 6th day of April, 2026 at 5:30 p.m., or as soon thereafter as practicable, in the Council Chambers of the Municipal Building located at 211 South Hamilton Street in High Point, North Carolina. The City Clerk is hereby directed to cause a copy of said bond order to be published with a notice of such hearing in the form prescribed by law in a newspaper of general circulation on or before six days before the public hearing. The Financial Services Director is hereby directed, prior to publication of the bond order with the notice of such public hearing, (1) to file with the City Clerk a sworn statement of debt as prescribed by law and (2) to file with the City Clerk and the Local Government Commission of North Carolina and post online a statement of disclosure in accordance with Section 159-55.1(a) of the General Statutes of North Carolina.

PASSED, ADOPTED AND APPROVED this 23rd day of March, 2026.

STATE OF NORTH CAROLINA)
) ss:
CITY OF HIGH POINT)

I, Sandra Keeney, City Clerk of the City of High Point, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution entitled “**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGH POINT, NORTH CAROLINA MAKING CERTAIN STATEMENTS OF FACT CONCERNING PROPOSED BOND ISSUE AND CALLING A PUBLIC HEARING**” duly adopted by the City Council of the City of High Point, North Carolina, at a meeting held on the 23rd day of March, 2026 and that such resolution is to be recorded in the minute books of said City Council.

WITNESS my hand and the seal of the City of High Point, North Carolina, this the ____ day of _____, 2026.

City Clerk
City of High Point, North Carolina

(SEAL)

Councilmember _____ introduced the following bond order by reading the title thereof:

**BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$5,555,000
GENERAL OBLIGATION STREETS AND SIDEWALK BONDS
OF THE CITY OF HIGH POINT, NORTH CAROLINA**

WHEREAS, the City Council of the City of High Point, North Carolina (the “City”) deems it advisable to provide streets and sidewalk projects located in the City; and

WHEREAS, an application has been filed with the Secretary of the Local Government Commission of North Carolina requesting Local Government Commission approval of the bonds hereinafter described as required by the Local Government Bond Act, and the Secretary of the Local Government Commission has notified the City Council that the application has been accepted for submission to the Local Government Commission.

NOW, THEREFORE, BE IT ORDERED by the City Council of the City of High Point, North Carolina, as follows:

Section 1. The City Council of the City has ascertained and hereby determines that it is necessary to provide streets and sidewalks, including without limitation bridges, viaducts, causeways, overpasses, underpasses, alleys and bicycle lanes; paving, grading, resurfacing, and widening streets; sidewalks, curbs and gutters, culverts, and drains; traffic controls, signals, and markers; lighting; and grade crossings and the elimination thereof and grade separations; streetscaping, landscaping and pedestrian improvements; transit stop improvements; and the acquisition of land and rights-of-way therefor.

Section 2. To raise the money required for the purposes described above, in addition to funds which may be available for such purpose from any other source, bonds of the City are hereby authorized and shall be issued pursuant to the North Carolina Constitution and the Local Government Bond Act of North Carolina to the extent of two thirds of the amount by which the outstanding indebtedness of the City issued was reduced in the last preceding fiscal year. The maximum aggregate principal amount of such bonds authorized by this bond order shall be and not exceed \$5,555,000.

Section 3. Taxes will be levied in an amount sufficient to pay the principal and interest of the bonds authorized by this bond order.

Section 4. A sworn statement of the City’s debt has been filed with the City Clerk and is open to public inspection.

Section 5. This bond order will take effect thirty (30) days after its publication following adoption, unless it is petitioned to a vote of the people within thirty (30) days after its publication as introduced, as provided in North Carolina General Statutes Section 159-60, and in that event the order will take effect when approved by the voters of the City.

STATE OF NORTH CAROLINA)
) ss:
CITY OF HIGH POINT)

I, Sandra Keeney, City Clerk of the City of High Point, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of the bond order entitled “**BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$5,555,000 GENERAL OBLIGATION STREETS AND SIDEWALK BONDS OF THE CITY OF HIGH POINT, NORTH CAROLINA**” duly introduced by the City Council of the City of High Point, North Carolina, at a meeting held on the 23rd day of March, 2026 and that such proceedings are to be recorded in the minute books of said City Council.

WITNESS my hand and the seal of the City of High Point, North Carolina, this the ____ day of _____, 2026.

City Clerk
City of High Point, North Carolina

(SEAL)

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Public Hearing Regarding Text Amendment 26-01

FROM:

Michael D. Harvey
Interim Planning & Development Director

MEETING DATE:

March 23, 2026

PUBLIC HEARING:

Yes

ADVERTISED DATE/BY:

March 7 & 12, 2026

ATTACHMENTS:

1. Staff Report - TA-26-01
 2. Proposed Ordinance Changes
-

PURPOSE: A request by the City of High Point to amend relevant sections of the Development Ordinance to transfer review and approval authority of Special Use Permits from the City Council to the Board of Adjustment. The proposed changes are within Chapter 2 (Administration), Chapter 4 (Uses), Chapter 7 (Subdivision Standards) and Chapter 10 (Measurement and Definitions).

BACKGROUND: The Planning and Zoning Commission reviewed this request at their February 24, 2026, public hearing. There were no members of the public that spoke in favor nor in opposition to this request. Mr. Michael Harvey, Interim Planning Director, presented the case. He noted that this text amendment does not change the Special Use Permit (SUP) process, it simply transfers responsibility for the review and final City action of a SUP application from the City Council to the Board of Adjustment (BOA).

He concluded by noting that the BOA currently operates and reviews its agenda items (variances and appeals) under the quasi-judicial review process. Since the NC General Statutes requires SUP's to be heard under the quasi-judicial review guidelines, it is reasonable to transfer all SUP review and decision-making authority to an established board well versed in the quasi-judicial review process.

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

Planning & Zoning Commission Action: The Planning & Zoning Commission recommended approval of this request, as recommended by staff, by a vote of 7-0.

Consistency and Reasonableness Statement: The Planning and Zoning Commission voted 7-0 to forward its recommendation of approval and the following statement to the City Council:

That Text Amendment 26-01 is consistent with the City's adopted policy guidance because the proposed text amendment does not conflict with any adopted land use policies and is designed to implement the goals/objectives of the recently adopted Comprehensive Plan. Furthermore, it's reasonable to determine that the transfer of review authority will, to an extent, simplify the review process and not prohibit/limit elected official interaction with their constituents. Board of Adjustment

decisions approving or denying a permit request are still subject to judicial review consistent with City and State law.

BUDGET IMPACT: N/A

RECOMMENDED ACTION REQUESTED: City Council is requested to consider Text Amendment 26-01 to amend relevant sections of the Development Ordinance to transfer review and approval authority of Special Use Permits from the City Council to the Board of Adjustment. The proposed changes are within Chapter 2 (Administration), Chapter 4 (Uses), Chapter 7 (Subdivision Standards) and Chapter 10 (Measurement and Definitions).

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

**STAFF REPORT
TEXT AMENDMENT CASE TA-26-01
February 24, 2026**

Request	
Applicant: City of High Point	Affected Ordinance Sections: Development Ordinance Text Amendment to:
Proposal: Transfer review/approval authority of Special Use Permits from the City Council to the Board of Adjustment	• Section 2.1.2 – Administration; • Section 2.2 Review Authorities; ○ Sec. 2.2.2 City Council; ○ Sec. 2.2.4 Board of Adjustment; ○ Sec.2.2.10 Planning and Development Director; • Section 2.3.2 Pre-application Conference; • Section 2.3.3 Citizen Information Meeting; • Section 2.3.4 Application Submittal and Acceptance; • Section 2.3.6 Public Notification; • Section 2.3.7 Quasi-Judicial Procedures; • Section 2.3.8 Review by P&Z and HPC; • Section 2.3.9 Action by Decision Making Body; • Section 2.3.14 Withdrawal; • Section 2.4.3 Appeal; • Section 2.4.12 Special Use Permit; • Section 4.1.3 Uses Requiring Special use; • Section 4.1.9 Permitted Use Table; • Section 4.3.3 Institutional Uses; • Section 7.1.4 Dedication of Right-of-Way; • Section 10.4 Definitions

Background

On December 4, 2025, the Prosperity, Livability, and Safety Committee of the City Council authorized the City of High Point Planning and Development staff to initiate a Development Ordinance text amendment changing the review process for Special Use Permit(s) (hereafter 'SUP').

Details of Proposal

The amendment seeks to transfer responsibility for the review and action on SUP applications from the City Council to the Board of Adjustment. If approved, the City Council will no longer review or act on SUP requests. All review authority shall be transferred to the Board of Adjustment.

SUP reviews involve a land use the City Council have previously determined is reasonable and in harmony with a given area provided applicants demonstrate compliance with specific conditions and standards. Key points of the process are summarized as follows:

- Decisions are based on competent material evidence and sworn testimony, both for and against, presented at a duly advertised Quasi-judicial Evidentiary Hearing (hereafter ‘ the hearing’);
- Persons affected by a decision have the legal right to hear all information presented on the request. As a result, those rendering the decision are limited in their ability to discuss or receive comments on the request outside of the hearing (i.e., ex-parte communication);
- Applicants have the burden of submitting evidence demonstrating the request complies with the Development Ordinance. If the applicant meets their burden, and there is no contrary evidence presented during the hearing, the SUP must be issued;
- Only those individuals deemed to have standing may present evidence and/or testimony. The approving entity is charged with determining standing;
- The ‘viability’ of the land use is not in question. The only issue under consideration is whether there is sufficient evidence demonstrating the request complies with applicable standards;
- Decisions on SUPs are appealable to Superior Court within 30 days of action.

Board members charged with acting on the request are prohibited from discussing the merits or potential issues of the request outside of the hearing. Board members must remain neutral and only base decisions on the evidence and/or sworn testimony (for and against) presented at the hearing.

City Council members are at a unique disadvantage when reviewing SUP requests as they are limited in the conversations they can engage in with a constituent due to the nature of the review process. Further, in allowing a land use in an area with the review and approval of a SUP, the City Council have already determined the use is in harmony with other land uses within the general use zoning district. In many instances, property owners seeking to argue against a SUP focus on the appropriates of the land use on a parcel of property versus its compliance with applicable standards. The only decision point under consideration is does the use comply with applicable standards or not.

Rather than continue to put elected officials in a position of not being able to discuss constituent concerns, Staff recommends the processing of a SUP be re-assigned to the Board of Adjustment (BOA). The BOA is already versed in the review of applications through the quasi-judicial procedure. Further, as the merits of the land use are not in question (i.e., the use is permitted provided applicable standards are met) the decision is best made by a board not involved in

determining the viability of a land use from a general development perspective. The BOA is simply receiving evidence demonstrating whether the request is or is not compliant with the Development Ordinance.

Consistency with Adopted Policy Guidance:

Whether and the extent to which the proposed text amendment is consistent with applicable City adopted policy guidance.

The proposed text amendment does not conflict with any adopted land use policies of the High Point 2045 Comprehensive Plan.

Reasonableness/Public Interest:

Why a decision to approve, or to deny, the proposed text amendment is reasonable and in the public interest.

The transfer of review authority will, to an extent, simplify the review process and not prohibit/limit elected official interaction with their constituents. Board of Adjustment decisions approving or denying a SUP request are still subject to judicial review consistent with City and State law.

Recommendation

This text amendment is recommended to simplify SUP review procedures and eliminate an unnecessary conflict for the elected officials.

Required Action

Planning and Zoning Commission:

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

City Council:

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

Report Preparation

This report was prepared by Michael Harvey AICP, Interim Planning & Development Director and reviewed by Andy Piper, Senior Planner, and Herb Shannon, Senior Planner.

SPECIAL USE PERMIT (SUP) – GENERAL FACT SHEET:

1. What does quasi-judicial process mean?

Quasi-judicial decisions arise in a variety of local government settings. During a quasi-judicial hearing, the Board deciding the case acts much like a panel of judges. The Board hears factual evidence and sworn testimony presented at the hearing and decides on whether the permit can be issued based on the competent, substantial, and material evidence presented.

Put differently a quasi-judicial decision is one that requires the board hearing the matter to find facts and make decisions by applying those facts to the standards in the Development Ordinance.

2. Who may speak or present evidence at the evidentiary hearing?

Both applicants and those individuals supporting, or opposed to, the application are encouraged to attend. Individuals may represent themselves or be represented by an attorney and they may have expert witnesses testify for them.

The cost for attorneys or expert witnesses is borne by the individual seeking counsel or expert testimony. The City will not pay for, or reimburse, expenses incurred by an individual in their quest to support or oppose a SUP application. While not required by State or local regulations, all parties with an interest in a SUP application are strongly advised to have an attorney represent them. Engineers, architects, real estate agents, planners and other non-attorneys may only appear as expert witnesses; they may not represent an applicant or those opposed to an application.

Only those individuals with standing may speak or present evidence.

3. What are the responsibilities of the applicant?

The applicant bears the ultimate responsibility for producing and submitting competent, substantial, and material evidence ‘proving’ the proposal complies with applicable regulations. If they fail to submit evidence demonstrating compliance, the request is denied.

If, however, the applicant proves they comply, and there is insufficient evidence submitted to the board hearing the case demonstrating they do not comply, the applicant is entitled to have the application approved.

4. What are the responsibilities of the applicant?

The applicant bears the ultimate responsibility for producing and submitting competent, substantial, and material evidence ‘proving’ the proposal complies with applicable regulations. If they fail to submit evidence demonstrating compliance, the request is denied.

If, however, the applicant proves they comply, and there is insufficient evidence submitted to the board hearing the case demonstrating they do not comply, the applicant is entitled to have the application approved.

5. What standards must be met by the applicant?

All applicants must show compliance with the specific development standards associated with the proposed use as well as the general findings of fact for all SUP requests, summarized as follows:

- a. The use will maintain or promote the public health, safety and general welfare, if located where proposed and developed and operated according to the plan as submitted;*
- b. The use will maintain or enhance the value of contiguous property (unless the use is a public necessity, in which case the use need not maintain or enhance the value of contiguous property); and*
- c. The location and character of the use, if developed according to the plan submitted, will be in harmony with the area in which it is to be located and the use is in compliance with the plan for the physical development of the City as embodied in these regulations or in the Comprehensive Plan or portion thereof.*

6. How are decisions made?

Decisions are based solely on the competent, material and substantial evidence presented at the hearing, both for and against an application.

Members cannot consider information obtained through independent research or undisclosed ex parte communications, meaning members cannot have private discussions with individuals who support or object to a specific application.

7. What exactly is ex-parte communication and why is it not allowed?

As indicated herein, parties affected by a decision have the legal right to hear all of the information presented to the Board, specifically they have a right to know all of the “facts” being considered.

Therefore, Board members are not allowed to discuss the case or gather evidence outside of the hearing (what the courts term ex parte communication). Only facts presented to the full board at the hearing may be considered.

8. Do individuals presenting evidence at a SUP hearing have to be under oath?

Yes. All testimony, including from staff, offered during the public hearing where a SUP is reviewed must be under oath.

9. Can people just speak to offer their opinion on the application?

Inflammatory, irrelevant, repetitive and incompetent testimony and hearsay is not permitted.

10. What constitutes ‘competent, substantial, and material evidence’ allowing for the approval or a denial of a SUP?

Breaking down what constitutes evidence can best be summarized as follows:

Competent evidence: legally admissible under the rules of evidence unless admitted without objection, or appears to be sufficiently trustworthy and is admitted under such

circumstances that it is reasonable for the decision-making body to rely upon it. Evidence that can be subjected to cross-examination, inspection, explanation and rebuttal (i.e. expert testimony).

For example, a realtor who has professional experience and accreditation can offer an opinion if a specific project will or will not impact the value of adjacent property. An individual with no background in the field cannot offer a ‘competent’ opinion on the subject. In this case it would not be considered as ‘competent’ evidence and would be inadmissible.

Substantial evidence: evidence that a ‘reasonable mind’ would regard as sufficiently supporting a specific result.

Material evidence: evidence that is relevant to the issue being considered.

For example, if a board is reviewing an application for a kennel (i.e. a place where dogs/cats are housed and cared for a period) an individual who is opposed may submit documentation denoting noise complaints from other kennels throughout the City. This could be construed as ‘material evidence’.

As a rule, anyone with knowledgeable information (i.e. relevant) to the case may provide factual information, but only experts may provide opinion testimony.

Even expert testimony must be competent (i.e. the expert has qualifications relevant to the issue) and material before the decision-making board can rely on it.

Hearsay evidence is testimony that the witness does not know of his or her own personal knowledge, including that which someone else told the witness and the use or introduction of signed petitions and letters.

The Board may only hear testimony that focuses on the applicable standards and criteria established in the Ordinance. Unless they are a qualified expert, witnesses are not competent to testify about the impact of a proposed land use on the value of nearby property, the danger to public safety resulting from increases in traffic or other matters that require special training or expertise like the level of noise that will be generated.

11. What does it mean when you say only those individuals with standing can provide testimony?

Individuals asserting they have standing to present evidence/testimony on a request are required to submit evidence to the Board supporting this claim, including:

- a. A person with legal interest in the subject parcel including:
 - i. Property owner;
 - ii. An individual who has an ownership or leasehold interest;
 - iii. An individual who has an option or contract to purchase the subject property; or
 - iv. An interest created by an easement, restriction, or covenant.
- b. A person who will suffer special damages as the result of a decision;

NOTE: Individuals are required to substantiate what special damages they will suffer for the Board to consider if they have standing. This typically includes proximity to the subject parcel, action on the proposal could result in economic damages such as a decrease in property values, or action on the proposal could result in direct adverse impacts on their property.

Individual asserting standing are required to do more than simply state that they live in the vicinity of the subject property and allege action on a proposal will harm property values. The party asserting standing must allege secondary impacts providing documentation of same.

An association organized to promote the interests of a particular area, such as a homeowners association, so long as at least one member of the group would have standing as an individual and the association was not created in response to the development/application being acted upon by the Board of Adjustment.

As previously indicated, standing is a legal question to be determined by the Board. Staff does not have the discretion to make this determination.

12. Does the fact an adjacent property owner received a notice from the City of the date/time of the evidentiary hearing denote standing?

Put simply, no. Consistent with the Ordinance and State law, staff is required to send written notice, via first class mail, to adjacent property owners of a parcel subject to an SUP application informing them of the date/time of the evidentiary hearing. The notice is not an indication of standing.

13. Are decisions on SUP applications subject to further review?

Yes. Decisions of Board of Adjustment are subject to review by the Superior Court. Appeal applications must be filed with the court within 30 days from the date the decision is made available.

AN ORDINANCE AMENDING THE CITY OF HIGH POINT DEVELOPMENT ORDINANCE

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

WHEREAS, public hearings were held before the Planning and Zoning Commission on January ____, 2026 and before the City Council on _____, regarding Text Amendment 26-01; and

WHEREAS, notice of the public hearings was published in the High Point Enterprise on _____, for the Planning and Zoning Commission public hearing, and on _____, for the City Council public hearing pursuant to Chapter 160D-601 of the General Statutes of North Carolina.

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

SECTION 1.

(Regarding changes to amend the Ordinance allowing the Board of Adjustment to assume review and approval authority for Special Use Permit Applications)

PART A.

Amendment to Section 2.1.2 Summary Development Review Table:

2.1.2. - Additional Information

Detailed information on each development review procedure is included in Section 2.4, Review Procedures Subject to Decision-Making Body Review and Decision, and Section 2.5, Review Procedures Subject to Staff Review and Decision.

TABLE 2.1.2: SUMMARY DEVELOPMENT REVIEW TABLE

Pre-application Conference & Citizen Information Meeting: M = Mandatory O = Optional
Type of Action: C = Comment R = Recommendation D = Decision A = Appeal
Type of Hearing: { } = Public Hearing [] = Quasi-Judicial Hearing
Table symbols: "." = not applicable / / = see notes

	Section Reference	Pre- application	Citizen Information	Review Authorities	
				Staff	Decision-Making Bodies

Procedure	Ordinance	Public Hearing	Information Meeting	Planning and Development Director	Engineering Services Director	Technical Review Committee (TRC)	Urban Forestry Committee (UFC)	Historic Preservation Commission (HPC)	Planning & Zoning Commission (P&Z)	City Council	Board of Adjustment (BOA)
PROCEDURES SUBJECT TO DECISION-MAKING BODY REVIEW AND DECISION											
Special Use Permit	2.4.12	M	M	R	.	.	.	.	.	[D]	[D] ¹
NOTES:											
(8) A zoning map amendment, conditional zoning or planned development application that is associated with one of the procedural items listed below shall be forwarded to City Council for concurrent public hearing review by the Planning & Zoning Commission and City Council, with a recommendation from the Planning & Zoning Commission and a final decision by City Council to be made after the public hearing review: (a) Annexation (b) Special Use Permit (c) Development Agreement (d) Land Use Plan Amendment (e) Street Abandonment (f) Text Amendment											

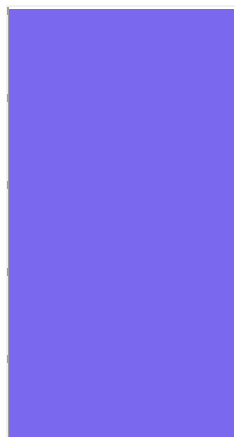
PART B.

Amend Section 2.2.2 Review Authorities – City Council as follows:

2.2.2. - City Council

To exercise the authority granted the City Council by State law, the Council shall have the powers and duties under this Ordinance set out in Table 2.2.2, City Council.

TABLE 2.2.2: CITY COUNCIL	
A. POWERS AND DUTIES	1. APPLICATION REVIEW AND DECISION - TO INITIATE, REVIEW, AND DECIDE APPLICATIONS FOR:
	(a) Beneficial use determination;
	(b) Conditional zonings;
	(c) Development agreements;
	(d) Planned developments;
	(e) Right-of-way encroachments
	(f) Special uses;
	(f) Street abandonments;
	(g) Text amendments;
	(h) Vested rights certificates;
	(i) Voluntary annexations;
	(j) Watershed variances (major); and
	(k) Zoning map amendments.



PART C.

Amend Section 2.2.4 Review Authorities – Board of Adjustment as follows:

2.2.4. - Board of Adjustment (BOA)

The BOA is hereby established in accordance with Section 160D-302 of the North Carolina General Statutes. Table 2.2.4, Board of Adjustment (BOA), sets out the BOA's powers and duties, composition, and rules of procedure.

TABLE 2.2.4: BOARD OF ADJUSTMENT (BOA)

A. POWERS AND DUTIES	1. APPLICATION REVIEW AND DECISION - TO REVIEW AND DECIDE APPLICATIONS FOR:
	(a) Alternate design;
	(b) Appeals on decisions of the Planning and Development Director, Engineering Services Director, Public Services Director, Transportation Director, TRC, HPC, or UFC;
	(c) Reasonable accommodations; and
	(d) Variances. <u>and</u>
	<u>(e) Special Use Permits</u>

	2. OTHER POWERS AND DUTIES:
	(a) To hear and decide appeals from and review any order, requirement, decision, or determination made by the Planning and Development Director with regard to High Point City Code Title 9, Chapter 11, Article E (Minimum Housing Code) provisions.
	(b) To exercise other powers and authority provided to it by the City Council, this Ordinance, or state law.

PART D.

Amend Section 2.2.10 Review Authorities – Planning and Development Director as follows:

2.2.10. - Planning and Development Director

Table 2.2.10, Planning and Development Director, sets out the Planning and Development Director's powers and duties under this Ordinance.

TABLE 2.2.10: PLANNING AND DEVELOPMENT DIRECTOR	
A. POWERS AND DUTIES	1. APPLICATION REVIEW AND DECISION - TO REVIEW AND DECIDE APPLICATIONS FOR:
	(a) Administrative adjustments;
	(b) Building permits;
	(c) Certificates of occupancy;
	(d) Determinations;
	(e) Exclusion maps;
	(f) Final plats;

(g) Sign permits; and

(h) Zoning compliance permits.

2. RECOMMENDATION AUTHORITY - TO COMMENT OR MAKE RECOMMENDATIONS ON THE FOLLOWING APPLICATIONS:

(a) Appeals;

(b) Certificates of appropriateness;

(c) Conditional zonings;

(d) Land use plan amendments;

(e) Planned developments;

(f) Reasonable accommodations;

(g) Right-of-way encroachments;

(h) Special uses permits;

(i) Street abandonments;

(j) Street name changes;

(k) Text amendments;

(l) Variances;

(m) Vested rights certificates;

(n) Voluntary annexations; and

(o) Zoning map amendments;

3. OTHER POWERS AND DUTIES - THE PLANNING AND DEVELOPMENT DIRECTOR SHALL HAVE THE FOLLOWING OTHER POWERS AND DUTIES:

(a) To investigate violations and enforce this Ordinance in accordance with Chapter 9: Enforcement.

(b) To establish application content requirements and a submission schedule for review of applications and appeals.

(c) To ensure proper public notification regarding pending development applications is provided in accordance with state law.

(d) To serve as Chair of the TRC.

(e) To review development applications for compliance with this Ordinance and submit staff reports to decision-making bodies.

(f) To maintain the Official Zoning Map and related materials.

(g) To compile and maintain a [*Development Guide*](#).

(h) To provide expertise and technical assistance to City staff and decision-making bodies, upon request.

(i) To maintain all records pertaining to the provisions of this Ordinance and make records available for public inspection.

(j) To perform any other related duties that the City Manager may direct.

(k) To exercise other powers and authority provided by the City Council, this Ordinance, or state law.

PART E.

Amend Section 2.3.2 Standard Review Procedures – Pre-Application Conference as follows:

2.3.2. - Pre-Application Conference

- A. **Purpose** The purpose of a pre-application conference is to provide an opportunity for the applicant to learn about the submittal requirements, procedures, and standards applicable to a development application. A pre-application conference is also an opportunity for city staff to become familiar with, and offer preliminary comments about, the scope, features, and impacts of the proposed development, as it relates to the standards in this Ordinance.
- B. **Applicability**
 - 1. **Pre-Application Conference Required** A pre-application conference between the applicant and City staff shall be held before submittal of the following applications:
 - (a) Conditional zonings;
 - (b) Development agreements;
 - (c) Planned developments;
 - (d) Reasonable accommodations;
 - (e) Special uses permits;
 - (f) Street abandonments.
 - (g) Street name changes;
 - (h) Text amendments;
 - (i) Variances;
 - (j) Vested rights certificates;
 - (k) Voluntary annexations; and
 - (l) Zoning map amendments.

PART E.

Amend Section 2.3.3 Standard Review Procedures – Citizen Information Meeting as follows:

2.3.3. - Citizen Information Meeting

- A. **Purpose** The purpose of the citizen information meeting is to inform landowners and occupants of nearby lands about a development application that is going to be reviewed under this Ordinance, and to provide the applicant an opportunity to hear comments and concerns about the development proposal as a means of resolving conflicts and outstanding issues, where possible.
- B. **Favored Practice**
 - 1. Citizen information meetings are encouraged and sometimes required as opportunities for informal communication between applicants and the landowners and occupants of nearby lands, and other residents who may be affected by development proposals.
 - 2. If a citizen information meeting is conducted, it is preferable to hold it in close proximity to the proposed development.
- C. **Applicability** A citizen information meeting is required for any of the following applications (unless they are initiated by City Council):
 - 1. Conditional zoning;
 - 2. Planned developments;
 - 3. Special uses permits; and
 - 4. Zoning map amendments that propose to establish a more intense zoning district.
- D. **Procedure** If a citizen information meeting is required, it shall comply with the following procedures:
 - 1. **Timing** The applicant shall hold the citizen information meeting at least 23 days prior to consideration of the application by the P&Z, or in the case of a special use permit, 22 days prior to consideration of the application by ~~City Council~~the Board of Adjustment.
 - 2. **Form** The citizen information meeting can take the form of a meeting, gathering, or a telephone communication between the applicant or the applicant's representative and landowners or other interested parties. Nothing shall prohibit multiple meetings or telephone communications from taking place.
 - 3. **Notification**

- (a) Prior to the citizen information meeting, the applicant shall provide notice of the meeting to all landowners of land located within 300 feet of the land subject to the application, as shown on the county tax listing.
 - (b) Failure of a party to receive notice of the meeting shall not invalidate the application.
4. **Information Provided** The applicant shall provide the following information to those attending a meeting or participating in a telephone call:
- (a) A description of the proposed development;
 - (b) Information provided by the Planning and Development Department that describes:
 - (1) The purpose of the citizen information meeting;
 - (2) The development review procedure(s) the application will follow;
 - (3) The potential for changes in the applicant's development proposal as it proceeds through the review process;
 - (4) Sources of further information about the development review process; and
 - (5) Any additional information that would promote understanding of the development proposal.
5. **Conduct of Meeting** At the meeting, the applicant shall explain the development proposal and application, inform attendees about the application review process and the potential for change to the proposal as it proceeds through the process, respond to questions and concerns neighbors raise about the application, and propose ways to resolve conflicts and concerns.
6. **Written Summary** At least 22 days before the initial consideration of the application by the P&Z, or in the case of a special use permit, 21 days prior to consideration of the application by ~~City Council~~ the Board of Adjustment, the applicant shall submit a written summary of the citizen information meeting or telephone call to the Planning and Development Department that includes:
- (a) The date, time, and location of the meeting;
 - (b) The method and date of notification about the meeting;
 - (c) A list of landowners notified about the meeting;
 - (d) A list of meeting attendees;
 - (e) If the meeting was conducted as a series of telephone calls;

- (f) The description of the development proposal presented to the attendees; and
- (g) A summary of attendee comments, ideas, and suggestions from citizens to be incorporated into the development proposal.

The written summary shall be included with the application materials and be made available to the public for inspection.

PART F.

Amend Section 2.3.4 Standard Review Procedures – Application Submittal and Acceptance as follows:

2.3.4. - Application Submittal and Acceptance

G. Development Permit Applications

1. Permit Choice

- (a) When a complete application for a development permit, as defined by this Ordinance, is pending final action at the time of an amendment to the regulations of this Ordinance, including zoning district boundaries, the applicant may opt to have the application reviewed under the regulations in effect at the time the application was determined complete, or under the amended regulations.
- (b) Where multiple development permits are required to complete a proposed development, the approval of a certificate of appropriateness, special use permit, building permit, group development, preliminary plan, site plan or zoning compliance permit establishes the initial development permit required to vest a proposed development in either version of the regulations, provided all subsequent applications for the proposed development are filed within 18 months.

PART E.

Amend Section 2.3.3 Standard Review Procedures – Public Notification as follows:

2.3.6. - Public Notification

TABLE 2.3.6: PUBLIC NOTIFICATION TIMING REQUIREMENTS				
APPLICATION TYPE	DECISION-MAKING BODY REVIEW	TYPES OF REQUIRED PUBLIC NOTICE		
		PUBLISHED NOTICE	MAILED NOTICE	POSTED NOTICE
Special Use <u>Permit</u>	<u>City Council</u> <u>BOA</u>	X [6]	X [52]	X [3]
[1] Published notice provided once, at least 10 days before the hearing.				
[2] Mailed notice provided to affected owners and landowners within 100 feet of the subject lot or site between 10 and 25 days before the hearing.				
[3] Posted notice provided between 10 and 25 days before the hearing.				
[4] Mailed notice provided to all landowners in the subject LHO district between 10 and 25 days before the hearing.				
[5] Mailed notice provided to affected owners and landowners within 300 feet of the subject lot or site between 10 and 25 days before the hearing.				
[6] Published notice provided once a week for 2 successive calendar weeks, with first notice between 10 and 25 days before the hearing.				

PART F.

Amend Section 2.3.7 Standard Review Procedures – Quasi-Judicial Hearing Procedures as follows:

2.3.7. - Quasi-Judicial Hearing Procedures

If the development application is subject to a quasi-judicial hearing by a decision-making body, the decision-making body shall hold a quasi-judicial hearing in accordance with the following procedures.

- A. **Opportunity to Present Testimony and Evidence** Any affected party shall be afforded a reasonable opportunity to present testimony and evidence in support of or in opposition to the application, and to ask questions of the applicant, the applicant's representatives, City staff, and the City staff's representatives. At the discretion of the person chairing the body conducting the quasi-judicial public hearing, an affected party may be granted an opportunity to ask questions of any other member of the public who has testified at the hearing.
- B. **Rules of Evidence** The body conducting a quasi-judicial hearing is not bound by the rules of evidence, nor is it limited to consideration of evidence that is admissible in a court of law. The body may consider all testimony and evidence it deems competent, ~~and~~ material, and substantial to the application under consideration if the evidence was admitted without objection, or the evidence appears to be sufficiently trustworthy and was admitted under such circumstances that it was reasonable for the decision-making body to rely upon it. Competent evidence shall not be deemed to include the opinion testimony of lay witnesses as to any of the following:
1. The use of property in a particular way would affect the value of other property;
 2. The increase in vehicular traffic resulting from a proposed development would pose a danger to the public safety; or
 3. Matters about which only expert testimony would generally be admissible under the rules of evidence as applied in the trial division of the General Court of Justice.
- C. **Cross Examination** Any inquiry under cross-examination shall be limited to matters raised in the direct examination of the person testifying. No re-direct or re-cross shall be allowed unless requested by the applicant, an affected party, or the City—who shall state the desired area of inquiry. The request shall be approved by the person chairing the body conducting the quasi-judicial hearing. If re-direct or re-cross is allowed, it shall be limited to questions of the witness on issues raised in the cross-examination or re-direct examination.
- D. **Ex Parte Communication** Ex parte communications between an applicant or an affected party and a member of the decision-making body is prohibited. If it occurs, it shall be disclosed during the quasi-judicial hearing.

E. **Vote:** A simple majority vote of the decision-making body is necessary to act on any item requiring a quasi-judicial hearing, except for variances, which requires the concurring vote of four-fifths of the BOA, as provided in Sec. 2.4.16, Variance.

PART G.

Amend Section 2.3.8 Standard Review Procedures – Review by P&Z or HPC as follows:

2.3.8. - Review by P&Z or HPC

If an application is subject to a review **and recommendation** by the P&Z or HPC, the ~~P&Z or HPC~~board shall review and act on the application in accordance with the following procedures:

A. **General** The P&Z or HPC, as appropriate, shall consider the application, relevant support materials, staff report, and any public comments. One of the decisions authorized for the particular type of application shall be recommended, based on the review standards applicable to the application type, as set forth in Section 2.4, Review Procedures Subject to Decision-Making Body Review and Decision.

~~B. **General Conduct** Members conducting a review and providing a recommendation should act in accordance with the following guidelines:~~

~~1. **No Prejudice** Consider the application without prejudice.~~

~~2. **No Commitment Prior to Review** Make no commitment or agreement or take a public position on an application or on any proposed condition until the application is reviewed during the meeting.~~

~~3. **Acknowledgement** Acknowledge any information obtained outside the public meeting that they believe has influenced their evaluation of the application.~~

~~4. **Deliberation** Refrain from deliberation or formulation of a judgment or decision prior to the meeting at which the application is considered.~~

BC. **Clearly State Factors for Recommendation** ~~The recommendation~~Cases involving a recommendation to City Council shall clearly state the factors considered in making the recommendation and the basis or rationale for the recommendation.

CD. **Vote**

1. A decision to recommend approval shall be decided by a simple majority of voting members present and constituting a quorum.

~~2. Text amendment applications receiving a recommendation for denial by the P&Z shall require a 2/3 favorable vote of the City Council members present and voting to be approved. (SL 1989-918)~~

23. A zoning map amendment, conditional zoning, or planned development application that is associated with one of the procedural items listed below shall be forwarded to City Council for concurrent public hearing review by the P&Z and City Council, with a recommendation from the P&Z and a final decision by City Council to be made after the public hearing review:

(a) Annexation

~~(b) Special Use Permit~~

(be) Development Agreement

(ce) Land Use Plan Amendment

(de) Street Abandonment

(ef) Text Amendment

PART H.

Amend Section 2.3.9 Standard Review Procedures – Action by Decision Making Body as follows:

2.3.9. - Action by Decision-Making Body

If an application is subject to a decision by the City Council, P&Z, BOA, or HPC, the decision-making body shall review and decide the application in accordance with the following procedures:

- A. **General** The decision-making body shall conduct any required public hearing(s) and consider the application, relevant support materials, staff report, any advisory body recommendations, and public comments. After the conclusion of the public hearing, it shall make one of the decisions authorized for the particular type of application based on the review standards applicable to the application type, as set forth in Section 2.4, Review Procedures Subject to Decision-Making Body Review and Decision.
- B. **General Conduct** Members making a decision should act in accordance with the following guidelines:
 1. **No Prejudice** Consider the application without prejudice.

2. **No Commitment Prior to Review** Make no commitment or agreement or take a public position on an application or on any proposed condition until the application is reviewed during the hearing.
 3. **Acknowledgement** Acknowledge any information obtained outside the public hearing that they believe has influenced their evaluation of the application.
 4. **Deliberation** Refrain from deliberation or formulation of a judgment or decision prior to the meeting to consider the application.
- C. **Quasi-Judicial Procedures** Required quasi-judicial ~~public~~ hearings (see Table 2.1.2, Summary Development Review Table) shall be conducted in accordance with Section 2.3.7, Quasi-Judicial Public Hearing Procedures.

PART I.

Amend Section 2.3.14 Standard Review Procedures – Withdrawal as follows:

2.3.14. - Withdrawal

- A. **Application to be Heard by the P&Z** An applicant may request, and the Planning and Development Director may grant an applicant's request to withdraw an application if it is done at least 22 days prior to initial consideration by the P&Z. A request to withdraw an application after that date shall only be considered by the P&Z at the public hearing.
- B. **Application to be Heard by the BOA or the HPC** An applicant may request, and the Planning and Development Director may grant an applicant's request to withdraw an application if it is done at least 15 days prior to initial consideration of the application by the BOA or the HPC. A request to withdraw an application after that date shall only be considered by the BOA or HPC, as appropriate, at the public hearing.
- C. ~~**Successive Requests** If an applicant withdraws an application for the same land after public notification 2 times within a single calendar year, the same application may not be resubmitted for a period of 1 year from the date of the second withdrawal.~~

PART J.

Amend Section 2.4.3 Review Procedures Subject to Decision-Making Body Review and Decision - Appeal as follows:

2.4.3. - Appeal

E. Effect of BOA Appeal

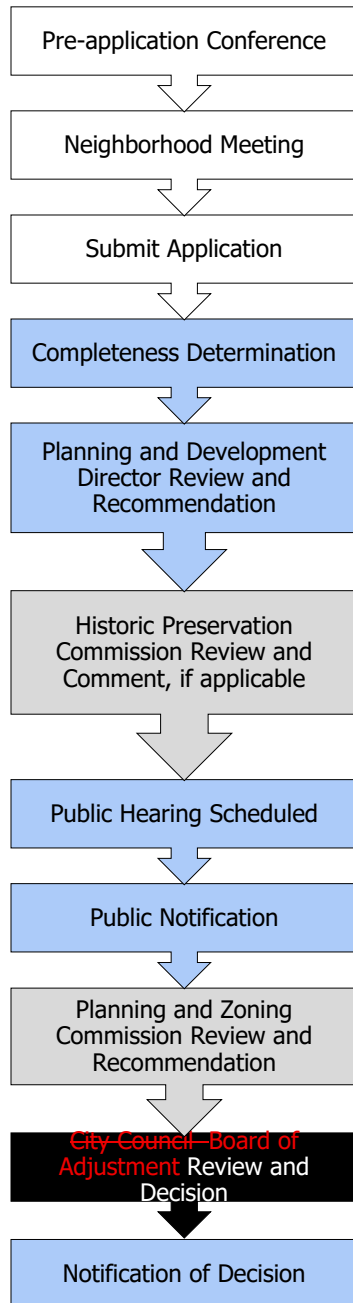
1. An appeal to the BOA stays all proceedings in furtherance of the action appealed, unless the City official from whom the appeal is taken certifies to the BOA, after notice of appeal has been filed, that because of facts stated in the certificate a stay would, in the city official's opinion, cause imminent peril to life or property or because the violation is transitory in nature, a stay would seriously interfere with enforcement of this Ordinance.
2. If certification by a City official is filed, administrative proceedings before the BOA shall not be stayed except through issuance of a restraining order by a court of competent jurisdiction.
3. If the appeal to the BOA is not stayed, the appellant may file for an expedited hearing of the appeal, and the BOA shall meet to consider the appeal with 15 days of the date the request is filed.
4. The filing of an appeal to the BOA prevents the filing of an application for a zoning map amendment or special use permit for the same land subject to an appeal application, as well as the filing of a text amendment application by the same party filing the appeal until the appeal application is decided by the BOA or appealed to the courts.

PART K.

Amend Section 2.4.12 Review Procedures Subject to Decision-Making Body Review and Decision – Special Use as follows:

2.4.12. - Special Use Permit

SPECIAL USE PERMIT



- A. **Applicability** Uses identified as requiring a special use permit in Table 4.1.9, Principal Use Table, shall be approved as a special use in accordance with the procedures and standards of this section, prior to development. A special use is a land use ~~that may be deemed~~ appropriate for development within ~~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.
- B. **Special Use Permit Procedure**
1. **Pre-Application Conference** Applicable (see Section 2.3.2, Pre-Application Conference).
 2. **Citizen Information Meeting** Applicable (see Section 2.3.3, Citizen Information Meeting).
 3. **Application Submittal and Acceptance**
 - (a) Applicable (see Section 2.3.4, Application Submittal and Acceptance).
 - (b) An special use permit application shall be submitted only by the landowner(s), and shall include a site plan.
 - (c) When required, a traffic impact analysis shall be submitted for review with the submittal of an application for a special use permit. The procedure for review of a traffic impact analysis is described in the Development Guide.
 4. **Staff Review**
 - (a) Applicable (see Section 2.3.5, Staff Review and Action).
 - (b) The Planning and Development Director shall review the application, prepare a staff report, and provide a recommendation in accordance with Section 2.4.12 C, Special Use Permit Review Standards.
 5. **Public Notification** Applicable (see Section 2.3.6, Public Notification).
 6. **City Council Board of Adjustment Review and Decision**
 - (a) Applicable (see Section 2.3.9, Action by Decision-Making Body, and 2.3.7, Quasi-Judicial Hearing Procedures).
 - (b) The City Council Board of Adjustment, after the conclusion of a quasi-judicial hearing, shall decide the application in accordance with Section 2.4.12 C, Special Use Permit Review Standards. The decision shall be one of the following:
 - (1) Approval of the special use permit as proposed;
 - (2) Approval of a revised-modified special use permit; or
 - (3) Denial of the special use permit.

(c) Any conditions of approval shall meet or exceed the minimum requirements of this Ordinance.

C. **Special Use Review Standards** A special use permit 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 adjoining property~~ land, or the special use ~~is will be~~ 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~~
5. Complies with all other relevant City, State, and Federal laws and regulations.

D. **Conditions of Approval** Applicable (see Section 2.3.10, Conditions of Approval).

E. **Effect**

1. Applicable (see Section 2.3.12, Effect of Development Approval).
2. A special use permit and the associated site plan approval are perpetually binding and run with the land, unless ~~amended~~ modified.
3. An action invalidating a special use permit condition of approval for any reason shall render the special use permit null and void.

F. **Amendment**

1. **Minor ~~Changes~~ Modifications**

- (a) ~~The Planning and Development Director shall review and decide applications for a minor modification to a previously approved special use permit. The City Council may approve a minor change to a special use requested by the applicant without a hearing consistent with Section 2.5.2, Administrative Adjustment, upon receipt of a report from the Planning and Development Director on the proposed minor change.~~
- (b) A minor ~~change~~ modification ~~includes is any~~ changes to the conditions of a special use permit or associated site plan which will result in equal or better performance of the ~~conditions~~ special use and that ~~does~~ not alter the objectives and purposes of the special use. A minor modification does not include any change in uses, or the overall density of the development, permitted by the special use permit.

- (c) In granting a minor change, the ~~City Council~~ Planning and Development Director may require such conditions as will address the objectives of the ~~parts of the special use permit requirements or conditions that are~~ changed.

~~(d) If multiple parcels of land are subject to a special use permit, the owners of individual parcels may apply for a minor modification so long as the modification would not result in other properties failing to meet the terms of the special use permit or regulations. Any modifications approved apply only to those properties whose owners apply for the~~

2. ~~Major Modifications~~ Material Changes are Amendments

- (a) A material change to a special use permit or ~~to an~~ the associated site plan that alters the objectives and purposes of the ~~requirements or conditions of the~~ special use permit constitutes ~~a~~ a major modification amendment to the special use permit.
- (b) An ~~amendment~~ major modification to a special use permit includes but is not limited to:
- (1) Boundary changes;
 - (2) Use changes; and
 - (3) Increases in density or intensity of development.
- (c) ~~Amendments~~ Major modifications to a special use permit may only be reviewed and considered in accordance with the procedures and standards established ~~for its original approval in this section for the~~ approval of the original special use permit.

G. **State and Federal Requirements** Special uses shall meet all applicable federal and state requirements for location and operation. Failure to maintain compliance with those requirements may result in the revocation of the special use permit.

H. **Expiration**

1. The approval of a special use permit establishes a vested right in accordance with Section 1.10.1, Development Permit.
2. A special use ~~permit approval~~ shall expire and become null and void within 1 year of the issuance of the ~~order~~ special use permit, unless development authorized by the special use permit has substantially commenced.
3. If a special use is replaced by a use otherwise permitted by right in the zoning district, the special use ~~permit approval~~ is deemed abandoned and the special use ~~approval permit~~ is null and void.

I. **Extension** Upon written request submitted at least 30 days before expiration of the special use permit, and upon a showing of good cause, the Planning and Development Director may grant one extension not to exceed six months from the date the special permit was issued. Failure to submit a written request for an extension within six months from the date the special permit was issued shall result in the expiration of the special use permit.

J. **Recording.** Special use permits shall be recorded by the holder of the permit with the County Register of Deeds office where the parcel is located, as identified by the Planning and Development Director, within 90 days of approval. Any minor or major modifications to special use permits shall be recorded in the same manner.

PART L.

Amend Section 4.1.3 Permitted Use Table – Uses Requiring Special Use Review as follows:

4.1.3. - Uses Requiring Special Use a Review Permit

An "S" in a cell of the principal use table indicates that the specific use type is permitted in the corresponding zoning district only upon approval of a special use permit in accordance with Section 2.4.12, Special Use Permit, and any additional standards referenced in the principal use table.

PART M.

Amend Section 4.1.9 Permitted Use Table as follows:

TABLE 4.1.9: PRINCIPAL USE TABLE

P=Permitted P*=Permitted only inside Core City area S=Permitted with special use permit O=Overlay required
D=Development Type
Permitted uses may be subject to additional zoning district standards in Chapter 3.

PART N.

Amend Section 4.3.3 Use standards – Institutional Uses as follows:

4.3.3. - Institutional Uses

A. Civic

1. **Assembly (Major and Minor)** An assembly use (major and minor) shall comply with the following standards, except as exempted in accordance with subsection (g) below:

- (a) Have street frontage on a street classified higher than a residential local street.
- (b) Have no access from a residential local street, unless the use is located on a corner lot with street frontage on a thoroughfare street.
- (c) Outdoor courts, swimming pools, and athletic fields shall be located at least 50 feet from any lot line abutting a residential district.
- (d) Assembly uses in residential districts shall be on a lot of at least 2 acres.
- (e) Assembly uses with permanent seating for 1,000 or more shall require a special use permit in accordance with Section 2.4.12, Special Use Permit.

PART O.

Amend Section 7.1.4 Subdivisions – Dedication of Right-of-Way as follows:

7.1.4. - Dedication of Right-of-Way

A. Dedication of Right-of-Way with Density Transfer When land is proposed for subdivision or is being considered for approval as a conditional zoning district or a special use permit and a portion of it is in a corridor for a street or highway shown on a plan established and adopted in accordance with North Carolina General Statutes Section 136-66.2, the City may provide for the dedication of right-of-way within that corridor pursuant to any applicable legal authority.

PART P.

Amend Section 10.4 Definitions as follows:

HEARING, QUASI- JUDICIAL

A formal hearing involving the legal rights of specific parties conducted by the decision-making body ~~City Council, the Board of Adjustment or the Historic Preservation Commission~~ based on evidence and sworn testimony presented during the ~~public evidentiary~~ hearing. Decisions made during such hearings are based upon and supported by the record developed at the hearing, and typically involve findings of fact and conclusions of law made by the decision-making body.

**DEVELOPMENT
PERMIT**

The following ~~administrative and quasi-judicial~~ permits and approvals are defined as development permits pursuant to State law: alternate design, certificate of appropriateness, reasonable accommodation, special use permits, variance, building permit, final plat, floodplain development permit, group development, land disturbance permit, preliminary plan, public tree certificate, sign permit, site plan, wireless telecommunications permit, and zoning compliance permit.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

This ordinance shall not be interpreted to conflict with G.S. 160D-601(d) and shall only apply to development and uses established after the date of adoption.

SECTION 5.

This ordinance shall become effective upon adoption.

Adopted by the City Council
City of High Point, North Carolina
The ____ day of _____

By:

Cyril Jefferson, Mayor

ATTEST:

Sandra R. Keeney, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Public Hearing Regarding Street Abandonment Case 26-02

FROM:

Michael D. Harvey
Interim Planning & Development Director

MEETING DATE:

March 23, 2026

PUBLIC HEARING:

Yes

ADVERTISED DATE/BY:

February 19 & 24, 2026 and March 3 & 10, 2026

ATTACHMENTS:

1. Staff Report SA-26-02
2. Maps SA-26-02
3. Resolution SA-26-02
4. Presentation

PURPOSE: A request by Steven Bruin to abandon the northern 180± feet of the Herron Point right-of-way. The Herron Point right-of-way lies approximately 915 feet north of the intersection of Gordon Road and Lazy Lane, along the east side of Lazy Lane.

BACKGROUND: This is a request to abandon an unimproved 60-foot-wide ROW that was platted in 1959. The applicant has purchased all the parcels at the terminus (cul-da-sac) of this ROW and combined them to form one large parcel to develop a single-family dwelling. To pull construction of the proposed single-family dwelling away from environmentally sensitive areas (steep slopes and flood zone areas), the applicant is proposing to abandon the northern 180± feet of this ROW. As part of the construction of this home, the applicant will be installing a paved City standards public street in the remaining unimproved portion of the Herron Point ROW to serve the three remaining parcels along this right-of-way.

Staff Recommendation: Staff recommends approval of this request as outlined in the attached staff report.

Planning and Zoning Commission Action: The Planning and Zoning Commission reviewed this request at their February 24, 2026, public hearing. The Planning and Zoning Commission recommended approval of this request by a vote of 7-0.

BUDGET IMPACT: N/A

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a request by Steven Bruin to abandon the northern 180 feet of the Herron Point right-of-way. The Herron Point right-of-way lies approximately 915 feet north of the intersection of Gordon Road and Lazy Lane, along the east side of Lazy Lane.

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

**STAFF REPORT
STREET ABANDONMENT CASE 26-02
February 24, 2026**

Request	
Applicant: Steven Bruin Brent Bruin	Proposal: To abandon (permanently close) the northern 180± feet of the Herron Point right-of-way.

Adjacent Streets		
Name:	Classification:	Right-of-Way and Pavement Width:
Herron Point	Local Street	60-foot-wide right-of-way; Unimproved road (<i>not paved/no improvements</i>)

Adjacent Property Zoning and Current Land Use		
North	Residential Single Family – 3 (R-3) District	Undeveloped
East	Residential Single Family – 3 (R-3) District	Undeveloped
South	Residential Single Family – 3 (R-3) District	Herron Point right of way (<i>unimproved 60-foot-wide right-of-way</i>)
West	Residential Single Family – 3 (R-3) District	Undeveloped

Analysis

The Herron Point right-of-way (formerly known as Ethel Street) is a 60-foot wide unimproved (not paved) public street that was created in 1959 with the recording of a residential subdivision plat of “Property of C.A. Cashett” that was recorded in Plat Book 28 Page 53, in the Guilford County Register of Deeds Office. This subdivision was created in unincorporated Guilford County prior to this area being annexed into the City of High Point.

The recorded plat maps depict this right-of-way terminating at a cul-da-sac containing multiple lots that abut the West Fork of Deep River (just below the Oak Hollow Dam). These lots are encumbered by a steep slopes area (dropping 30 feet) and flood zone areas associated with the abutting Deep River. The applicant has purchased all the parcels at the terminus of this cul-da-sac and combined them to form one large parcel to develop a single-family dwelling). To pull construction away from environmentally sensitive areas (steep slopes and flood zone areas), the applicant is proposing to abandon the northern 180-feet of this right-of-way. As part of the construction of this home the applicant will be installing a paved City standards public street and installing a T-turn around to serve the three parcels along the remaining Herron Point right-of-way.

The abandonment of the northern portion of this right-of-way does not deprive an adjacent property owner of access to their property. The abandonment offers the opportunity to recombine smaller undevelopable parcel into a larger lot that can be developed and pulls development away for environmentally sensitive areas along the Deep River. The reduction of the length of this right-

of-way will also support improvement of this street in a manner that will benefit the remaining parcels along the roadway.

Findings & Recommendations

The Technical Review Committee (TRC) reviewed this request and identified no concerns related to the abandonment of this right-of-way. This abandonment of the public's interest and conveyance of the right-of-way to the abutting property owner, as provided by state statutes, is found not to be contrary to the public's interest and is will not deprive the property owners in the vicinity of the right-of-way reasonable means of ingress and egress to their property.

The abutting property owner was sent a certified mail notice of the public hearing. Also, a legal as was placed in the High Point Enterprise and a public hearing sign was posted at the ROW to be abandoned.

The Planning and Development Department recommends approval.

Report Preparation

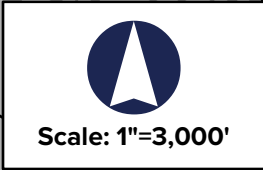
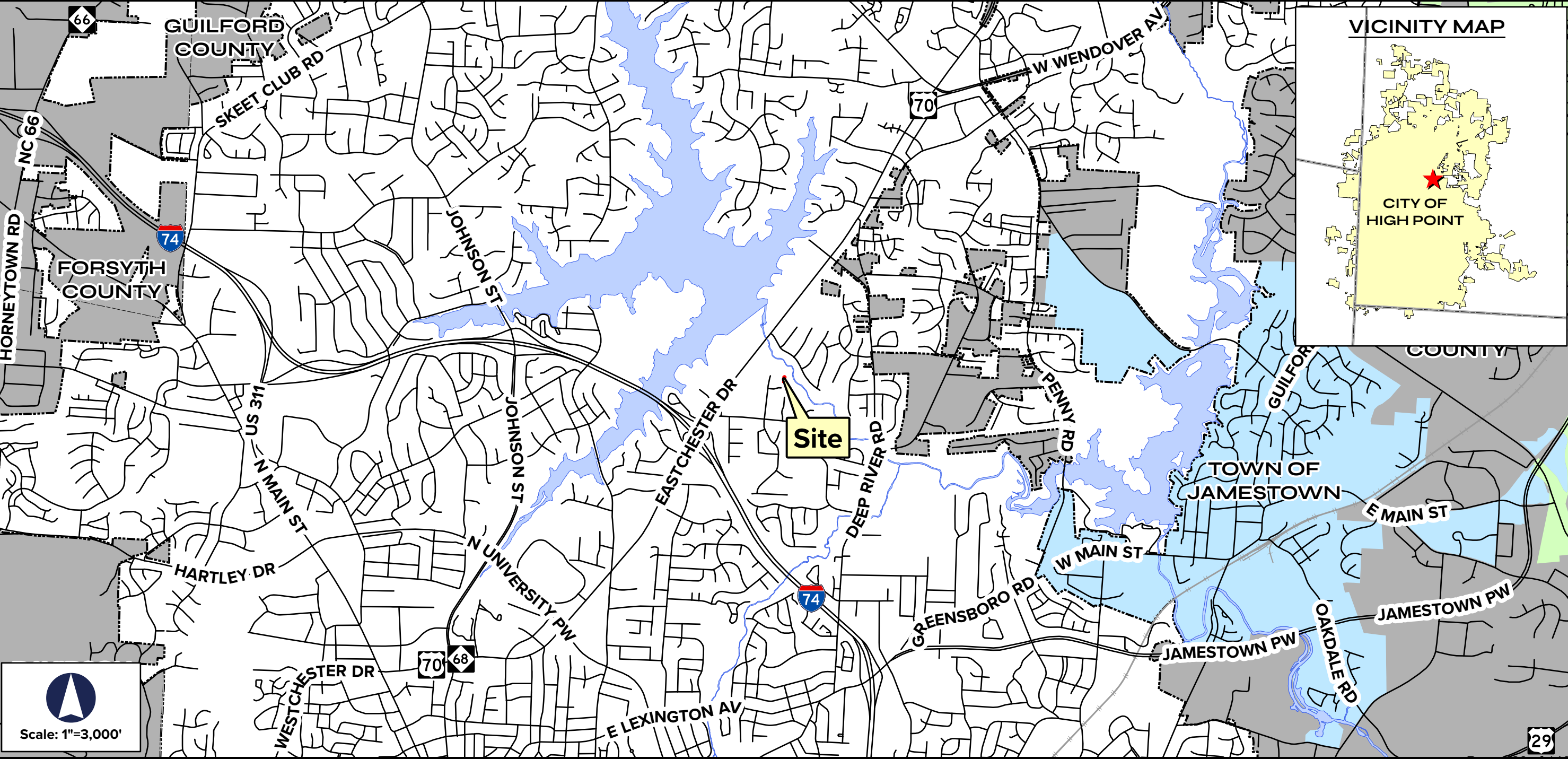
This report was prepared by Planning and Development Department staff member Herbert Shannon Jr. AICP, Senior Planner.

Intersection of Lazy Lane and Herron Point



LOCATION MAP

STREET ABANDONMENT: SA-26-02
Applicant: Steven Bruin

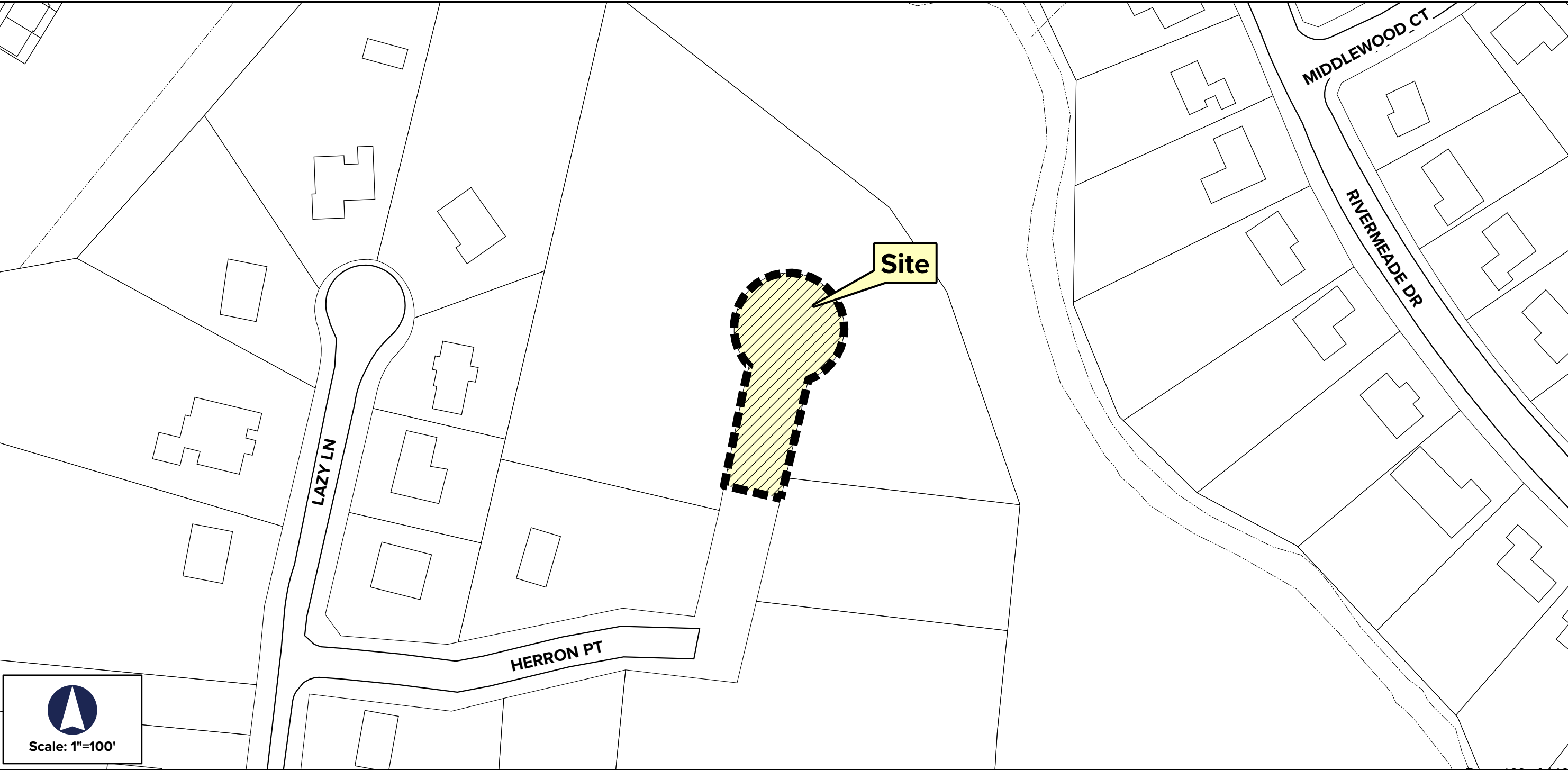


STREET ABANDONMENT: SA-26-02

AERIAL PHOTOGRAPHY (FEB. 2024)

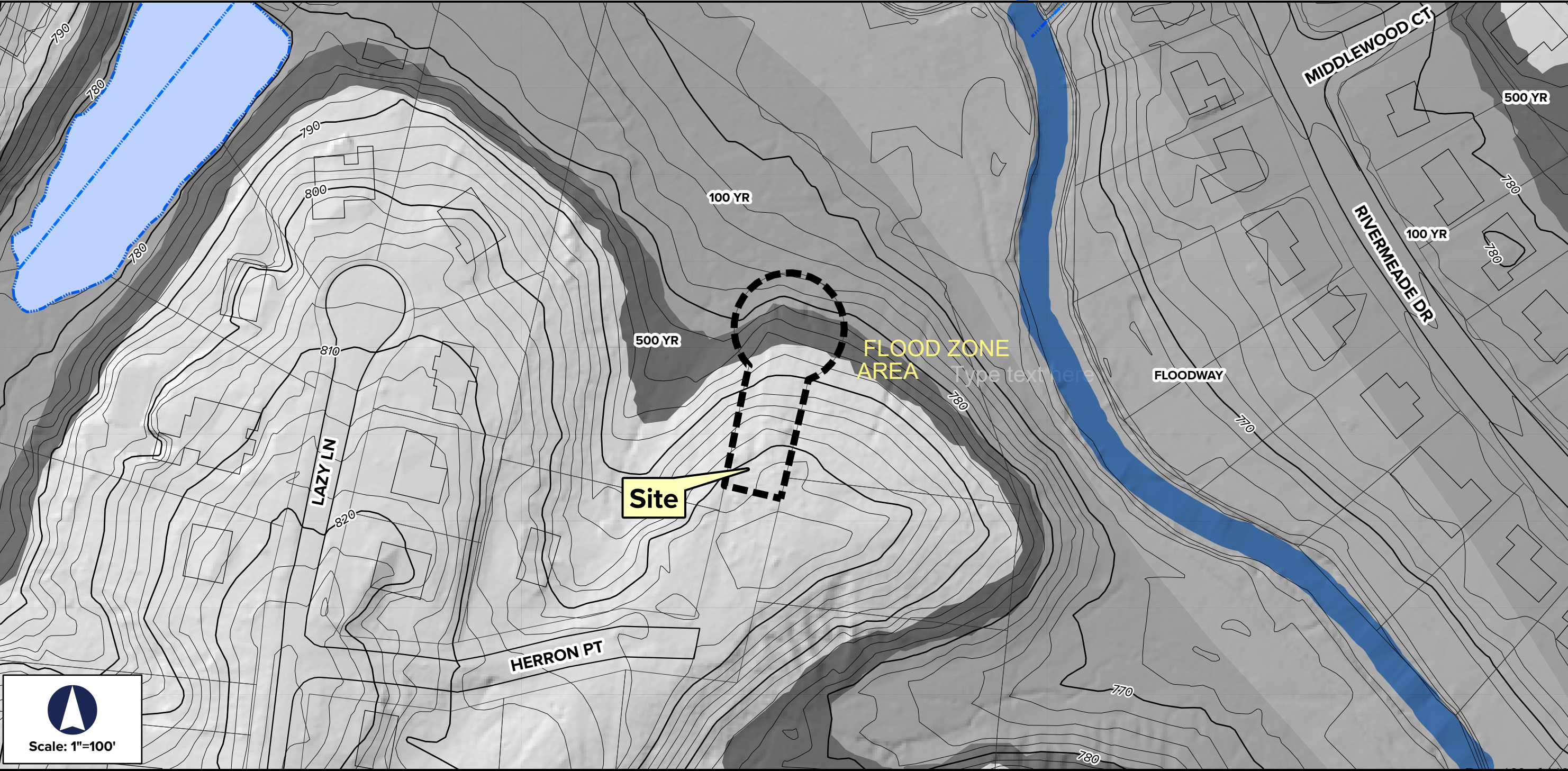


STREET ABANDONMENT: SA-26-02



ZONING MAP AMENDMENT: SA-26-02

TOPOGRAPHY





Scale: 1"=100'

DRAWING NAME: C:\Users\Jeremy.McCall\OneDrive - McCall Engineering Group, PLLC\MEG, PLLC\MEG, PLLC\Projects\250072 Herron Point\250072 Herron Point CDS.dwg - COVER Sep 19, 2025 8:55am

DRAWING INDEX:	
COVER SHEET	C-0.0
EXISTING CONDITIONS	C-1.0
OVERALL SITE PLAN	C-2.0
GRADING PLAN	C-3.0
EROSION CONTROL PLAN	C-4.0
EROSION CONTROL DETAILS	C-4.1
NOG01	C-4.2
DETAILS-1	C-5.0
DETAILS-2	C-5.1

PROJECT #: 250072

OWNER:

STEVEN & BRENT BRUIN
1752 EASTFALL STREET,
KERNERSVILLE, NC 27284
STEVEN.BRUIN@ICLOUD.COM

CIVIL ENGINEER:

MCCALL ENGINEERING GROUP, PLLC
FIRM LIC. #P-2872
JEREMY L. MCCALL, PE
5867 GROOMETOWN ROAD
HIGH POINT, NC 27263
PHONE: (336) 870-0940

SUBMIT AS-BUILT DRAWING AFTER CONSTRUCTION TO THE CITY OF HIGH POINT
ENGINEERING SERVICES DEPARTMENT, CONSTRUCTION INSPECTION DIVISION, AT
(336) 688-5836, THAT SHOWS THE WATER OR SANITARY TAPS, DRIVEWAYS,
SIDEWALKS, STORM DRAINAGE OR ROADWAY IMPROVEMENTS.

THE CONTRACTOR SHALL CONTACT THE CITY OF HIGH POINT ENGINEERING SERVICES
DEPARTMENT, CONSTRUCTION INSPECTION DIVISION, AT (336) 688-5836, PRIOR TO
THE START OF ANY WATER AND SANITARY SEWER CONSTRUCTION AS WELL AS FOR
ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY FOR WATER OR SANITARY SEWER
TAPS, DRIVEWAYS, SIDEWALKS, STORM DRAINAGE OR ROADWAY IMPROVEMENTS.

THE CORING OF EXISTING SANITARY SEWER MANHOLES SHALL BE INSPECTED BY THE
ENGINEERING SERVICES DEPARTMENT INSPECTOR.

RIGHT-OF-WAY DISTURBANCE PERMIT	S.F.	FEE PER UNIT	TOTAL FEE
RESIDENTIAL ROW DISTURBANCE		\$50.00	\$50.00
FIRST 400 SF	400	\$0.25	\$100.00
ADDITIONAL SF	35608	\$0.50	\$17,804.00
	TOTAL		\$17,954.00

INSPECTION FEES	L.F.	FEE PER UNIT	TOTAL FEE
ROADWAY	569	\$0.50	\$284.50
WATER LINE	576	\$0.75	\$432.00
STORM SEWER	152	\$0.50	\$76.00
	TOTAL		\$792.50



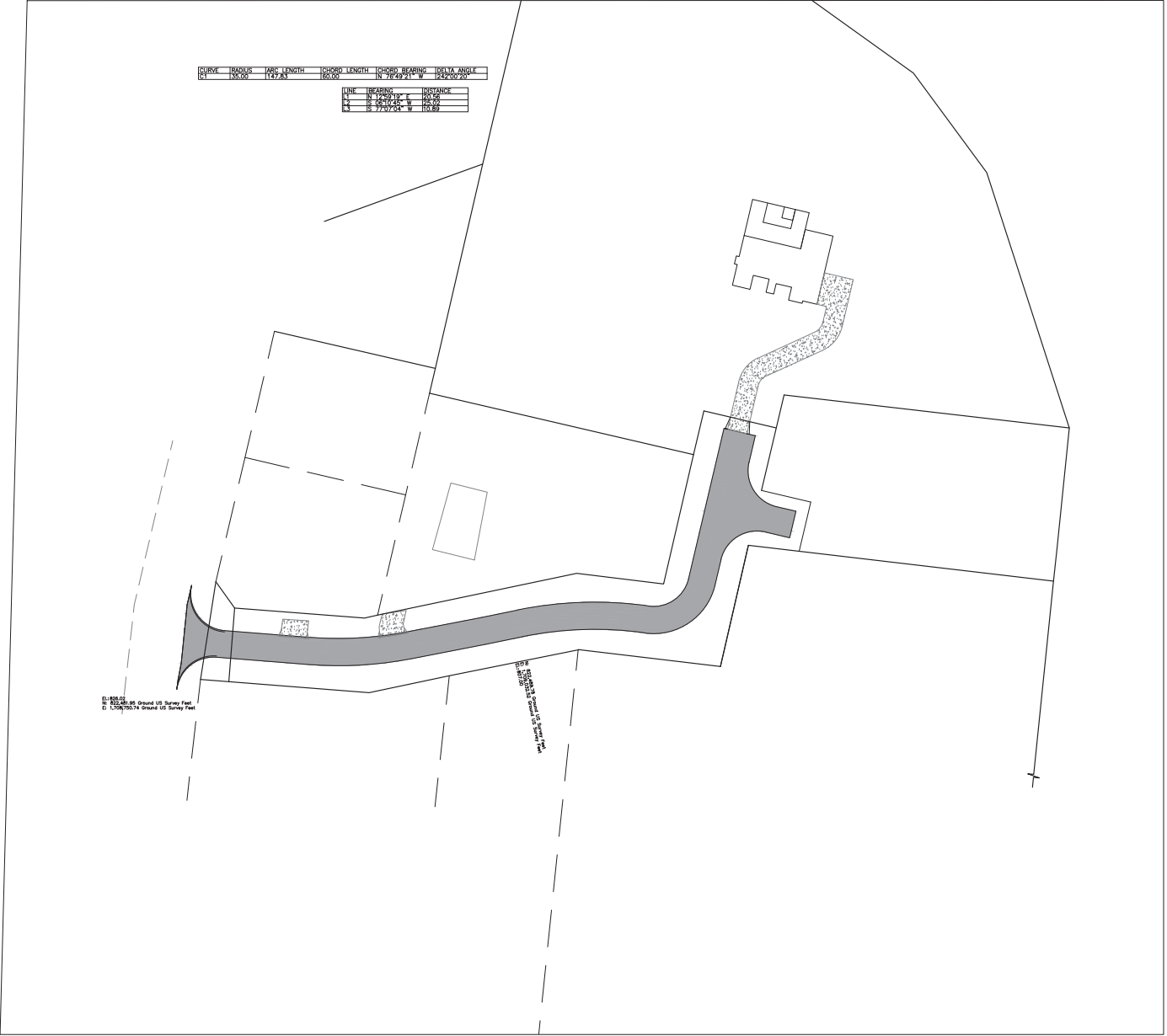
0 30' 60' 120'
SCALE 1"=60' -HORZ.

HERRON POINT

HIGH POINT

NORTH CAROLINA

JULY 2025



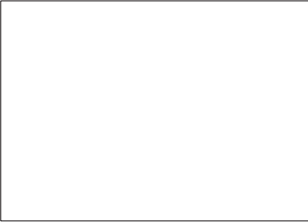
GENERAL PLAN INFORMATION:

1. PROPOSED LINEAR FEET OF PUBLIC STREET: ±701
2. BOUNDARY INFORMATION SHOWN IS BASED UPON A FIELD-RUN BOUNDARY SURVEY BY SURVEY CAROLINA, PLLC.
3. TOPOGRAPHIC INFORMATION AND PLANIMETRIC INFORMATION SHOWN, WAS TAKEN FROM AVAILABLE GIS DATA.
4. THE DEVELOPER INTENDS TO "PAD-GRADE" THE BUILDING LOTS.
5. FEMA FIRM PANEL NO. 37107802004, JUNE 16, 2007

TELEVISIONING SEWER AND STORM UTILITIES (POST-INSTALLATION):

1. POST-INSTALLATION CCTV OF ALL SANITARY SEWER LINES AND LATERALS SHALL BE PERFORMED AND PROVIDED TO THE CITY FOR REVIEW IN ACCORDANCE WITH THE INFRASTRUCTURE INSPECTION POLICY.
2. POST-INSTALLATION CCTV OF PUBLIC STORM SEWER LINES SHALL BE PERFORMED AND PROVIDED TO THE CITY FOR REVIEW IN ACCORDANCE WITH THE INFRASTRUCTURE INSPECTION POLICY. STORM SEWER UTILITIES THAT ARE DIVIDED BY THE PUBLIC RIGHT-OF-WAY LINE ARE TO BE CCTV INSPECTED IN ITS ENTIRETY FROM STRUCTURE TO STRUCTURE.

CITY OF HIGH POINT APPROVAL



(I) BLANKET ELECTRIC UTILITY EASEMENT AGREEMENT

THE GRANTOR, IN RECORDING THIS PLAT, DOES HEREBY ACKNOWLEDGE AND GRANT TO THE CITY OF HIGH POINT AND ITS SUCCESSORS AND ASSIGNS A BLANKET UTILITY EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS TO ERECT, CONSTRUCT, OPERATE, MAINTAIN, PATROL, INSPECT, SERVICE, REPAIR, REMOVE AND RECONSTRUCT, UPON, ALONG, ACROSS, AND UNDER SAID PROPERTY FOR PURPOSE OF MAINTAINING ELECTRIC LINES, TOGETHER WITH ALL RIGHTS AND PRIVILEGES NECESSARY FOR CONVENIENCE OF FULL ENJOYMENT OF USE OF SAID LINE AND RIGHT TO ENTER OVER ADJOINING LANDS OF GRANTOR FOR RIGHTS AND PRIVILEGES HEREIN GRANTED. THIS EASEMENT ITSELF CONSISTS OF 5 FEET FOR UNDERGROUND LINES AND 15 FEET FOR OVERHEAD LINES MAINTAINED BY THE CITY OF HIGH POINT EXTENDING TO EITHER SIDE AND RUNNING ALONG THE DISTANCE OF ANY UTILITY LINE ON THE PROPERTY. GRANTOR COVENANTS AND AGREES NOT TO CONSTRUCT ANY STRUCTURE OR PLACE ANY PAVING OR PLANTINGS (OTHER THAN SMALL DECORATIVE PLANTINGS) OR OTHER IMPROVEMENT PERMANENT IN NATURE ON THE EASEMENT HEREBY GRANTED, WITHOUT CITY APPROVAL AND THE CITY SHALL NOT BE OBLIGATED TO REPAIR, REPLACE, OR RESTORE ANY SUCH STRUCTURES OR OTHER IMPROVEMENTS DAMAGED, DESTROYED, OR REMOVED BY GRANTEE IN SERVICING, MAINTAINING, REPAIRING, OR REPLACING SUCH UTILITIES

(Q) OWNER'S/ DEVELOPER'S CERTIFICATE OF COMPLIANCE
I, _____, ACCEPT THIS SUBMISSION AS MY PLAN OF DEVELOPMENT AND AGREE TO
INSTALL ALL REQUIRED IMPROVEMENTS AND COMPLY WITH THE CONDITIONS OF APPROVAL.

OWNER/DEVELOPER DATE _____

(X) ADEQUATE DRAINAGE FOR BUILDING PADS (STANDARD NOTE)
ALL NEW CONSTRUCTION SITES SHALL PROVIDE ADEQUATE DRAINAGE FROM THE BUILDING FOUNDATION. FOR RESIDENTIAL CONSTRUCTION THE GRADE SHALL SLOPE A MINIMUM OF 6 INCHES WITHIN THE FIRST 10 FEET FROM THE FOUNDATION AS REFERENCED IN NC STATE BUILDING CODE. ADEQUATE DRAINAGE SHALL ALSO BE PROVIDED FOR NEW COMMERCIAL CONSTRUCTION IN COMPLIANCE WITH THE NC STATE BUILDING CODE.

(AA) STREAM BUFFER SECTION DETAIL:
(SEE STREAM BUFFER DETAILS IN THE ILLUSTRATIONS AND DETAILS APPENDIX)
ZONE 1 - UNDISTURBED AREA OF VEGETATION EXTENDING A MINIMUM OF 30 FEET FROM TOP OF STREAM BANK (SEC. 9-7-6(D)).
ZONE 2 - UNDISTURBED AREA OF VEGETATION BEGINNING AT THE OUTER EDGE OF ZONE 1 AND EXTENDING LANDWARD A MINIMUM OF 20 FEET. EXCEPTIONS MUST BE APPROVED BY THE WATERSHED REVIEW COMMITTEE (WRC) PER SEC. 9-7-6(D)(3)B.
VEGETATIVE BUFFER - VEGETATIVE AREA EXTENDING 50 FEET LANDWARD FROM THE RIPARIAN STREAM BUFFER (ZONE 1 AND 2). NO BUILT UPON AREA EXCEPT AS PROVIDED IN SEC. 9-7-6(D)(3)C.

(BB) PUBLIC WATER SUPPLY WATERSHED
THIS PROPERTY IS LOCATED WITHIN A PUBLIC WATER SUPPLY WATERSHED - DEVELOPMENT RESTRICTIONS MAY APPLY.

(CC) PRIVATE WATER, SEWER, AND STORM SYSTEMS
ALL ON-SITE UTILITIES SHALL BE CONSTRUCTED TO THE CITY OF HIGH POINT STANDARDS. HOWEVER, ALL UTILITIES NOT LOCATED WITHIN A PUBLIC EASEMENT OR PUBLIC RIGHT-OF-WAY SHALL BE PRIVATE WITH MAINTENANCE TO THE WATER, SEWER, AND STORM SYSTEMS PROVIDED BY THE OWNERS ASSOCIATION OR PROPERTY OWNER(S).



MCCALL ENGINEERING GROUP, PLLC

FIRM LIC. #P-2872
5867 GROOMETOWN ROAD
HIGH POINT, NC 27263
(336) 870-0940
JEREMY.MCCALLPE@GMAIL.COM

REV	DATE	DESCRIPTION	BY	PROJECT	250072
1				DATE	6/20/2025
2				DESIGNED	JLM
3				DRAWN	CPS
4				CHECKED	JLM
5				SCALE	AS NOTED
6				SURVEYED	N/A

HERRON POINT
COVER
HIGH POINT
NORTH CAROLINA

SHEET NO.

C-0.0

Return to: Meghan Maguire, City Attorney
City of High Point
P.O. Box 230
High Point, NC 27261
Resolution No. xxxx / 26-xx

RESOLUTION

RESOLUTION OF THE CITY COUNCIL, FOR THE CITY OF HIGH POINT, NORTH CAROLINA, FOR THE CLOSING (ABANDONMENT) OF THE NORTHERN 180± OF THE HERRON POINT RIGHT-OF-WAY. BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT, IN A REGULAR MEETING ASSEMBLED ON THE 16th DAY OF MARCH, 2025, AT 5:30 P.M. IN THE COUNCIL CHAMBERS OF THE MUNICIPAL BUILDING, HIGH POINT, NORTH CAROLINA:

Street Abandonment (Closure) Case 26-02

Petitioner: Steven Bruin and Brent Bruin

Abutting Property Owners: Steven Bruins and Brent Bruin

To abandon (permanently close) the northern 180± feet of the Herron Point right-of-way, including the all of the cul-da-sac portion of the right-of-way. The proposed abandonment is for the northern portion of Herron Point right-of-way, an unimproved 60-foot-wide right-of-way (formerly known as Ethel Street). This right-of-way was created in 1959 with the recording of a subdivision plat of “Property of C.A. Cashett” that was recorded in Plat Book 28 Page 53, in the Guilford County Register of Deeds Office.

WHEREAS, Legal Description: All of the northern 180± feet of the Herron Point right-of-way, including all of the cul-da-sac (35 foot radius) portion of the right-of-way. A 60-foot-wide unimproved right-of-way (formerly known as Ethel Street), that was created in 1959 with the recording of a residential subdivision plat of “Property of C.A. Cashett” that was recorded in Plat Book 28 Page 53, in the Guilford County Register of Deeds Office. This right-of-way is surrounded by Guilford County Tax Parcel 195673, addressed as 3405 Herron Point.

WHEREAS, the petition has been duly filed with this Council in a Regular meeting assembled on the 16th day of February, 2026, at 5:30 p.m. setting the 16th day of March, 2026 at 5:30 p.m., in the Council Chambers of the Municipal Building, as the time and place for a public hearing before said Council on said petition, and public notice of said time and place was ordered given, all pursuant to North Carolina G.S. 160A-299;

WHEREAS, due and proper notice of said hearing to be heard on the petition at this meeting of City Council was made by publication in the High Point Enterprise for four (4) consecutive weeks, beginning February 19 & 24, 2026 and March 3 & 10, 2026; and,

WHEREAS, the above-entitled matter, pursuant to said resolution and notice was called for hearing before said Council at which time there was no objection or opposition offered on the part of any firm or corporation to abandon (closure) of the above-described unimproved right-of-way, including all of the cul-da-sac portion of the right-of-way; and

WHEREAS, it appearing to the satisfaction of this Council and the Council finds as a fact that the said right-of-way as herein described is not necessary for ingress and egress to any land adjoining said street; that the closing of said street is not contrary to the public interest and that no other individual, firm or corporation owning property in the vicinity of said street, or in the subdivision in which said street is located, will be deprived of reasonable means of ingress or egress to their property.

NOW THEREFORE BE IT RESOLVED:

1. That all of the northern portion of the Herron Point right-of-way (including its 35 foot radius cul-da-sac), as described above in the legal description, is to be closed (abandoned) pursuant to North Carolina G.S. 160A-299, and
2. That a copy of this resolution be filed in the Office of the Register of Deeds for Guilford County, North Carolina.

By order of the City Council,
this the 23rd day of March, 2026

By: _____
Cyril Jefferson, Mayor

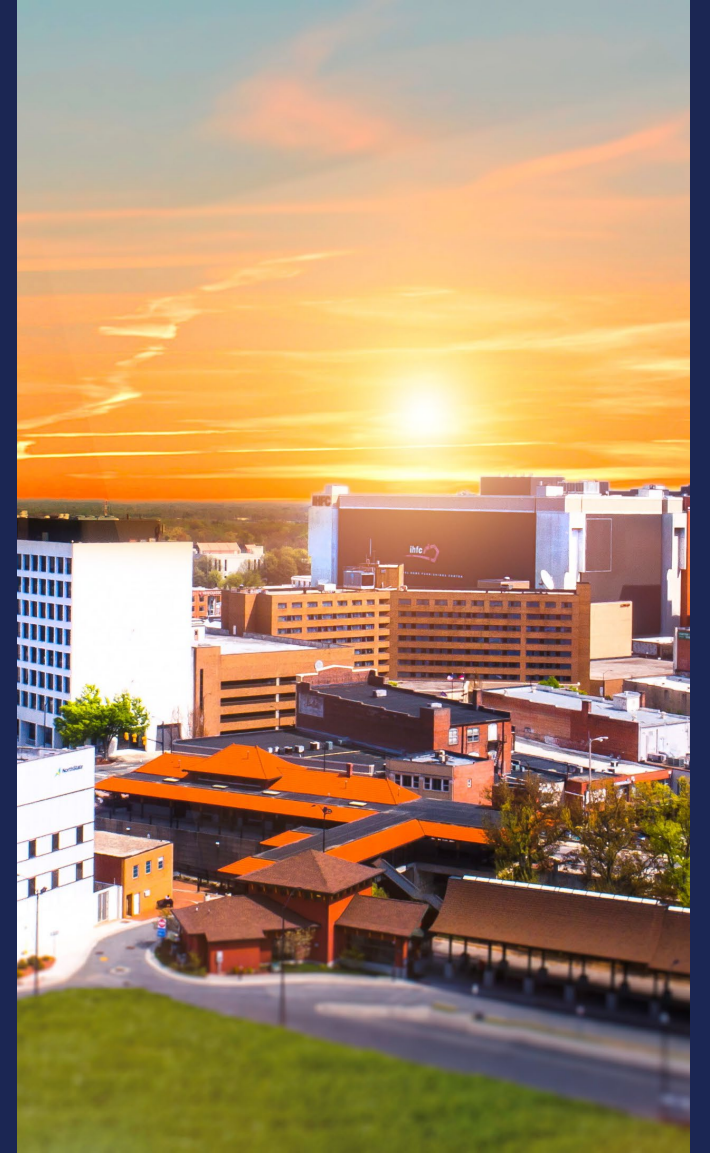
ATTEST:

Sandra R. Keeney, City Clerk



CITY COUNCIL PUBLIC HEARING

March 23, 2026





TEXT AMENDMENT 26-01

Applicant: City of High Point

Request: Proposed amendment to Special Use Permit approval authority.
To amend relevant sections of the Development Ordinance to transfer review and approval authority of Special Use Permits from the City Council to the Board of Adjustment.



STREET ABANDONMENT 26-01

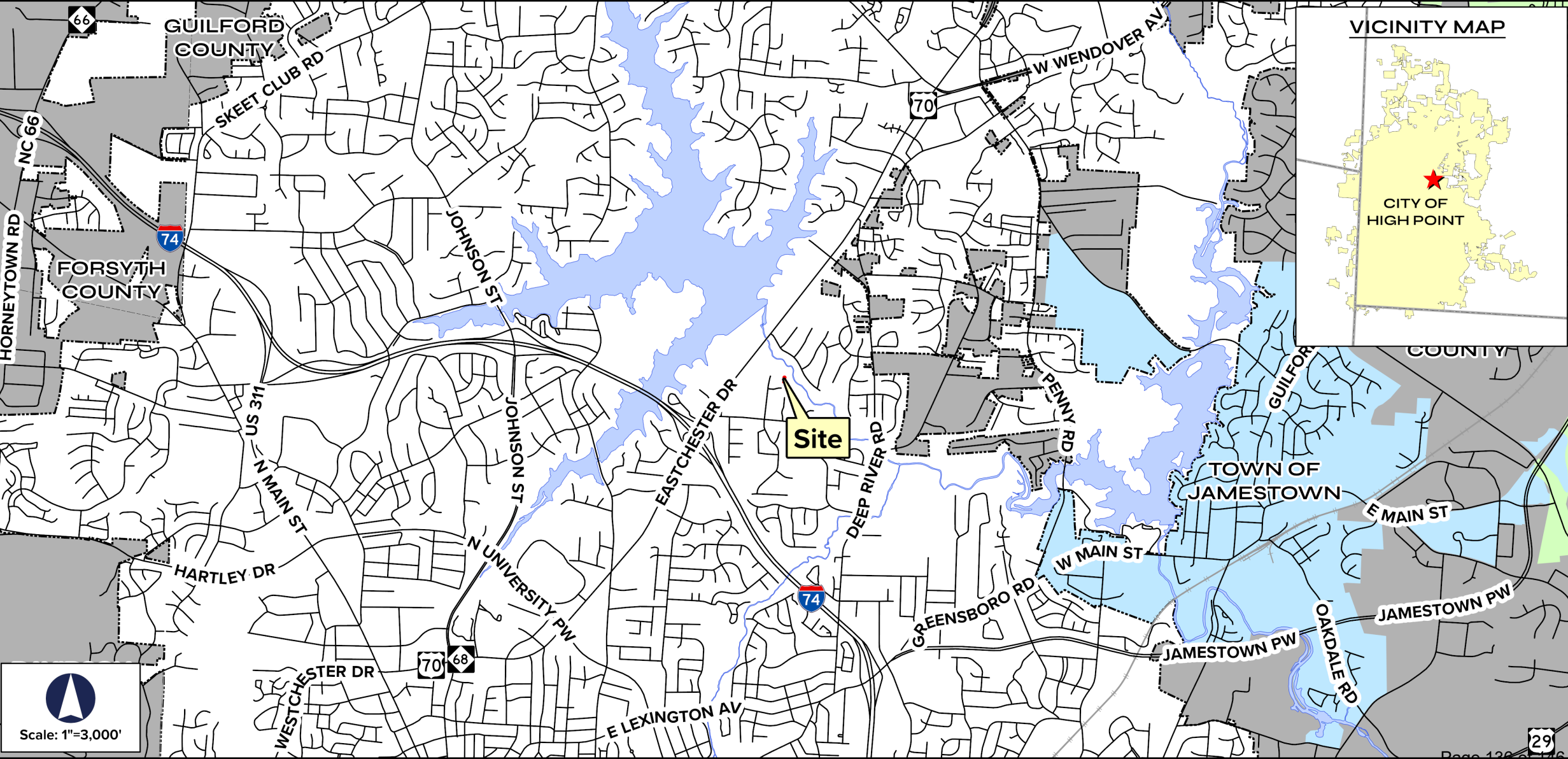
Applicant: Steven Bruin

Request: To abandon (permanently close) the northern 180± foot long segment of the Herron Point right-of-way.

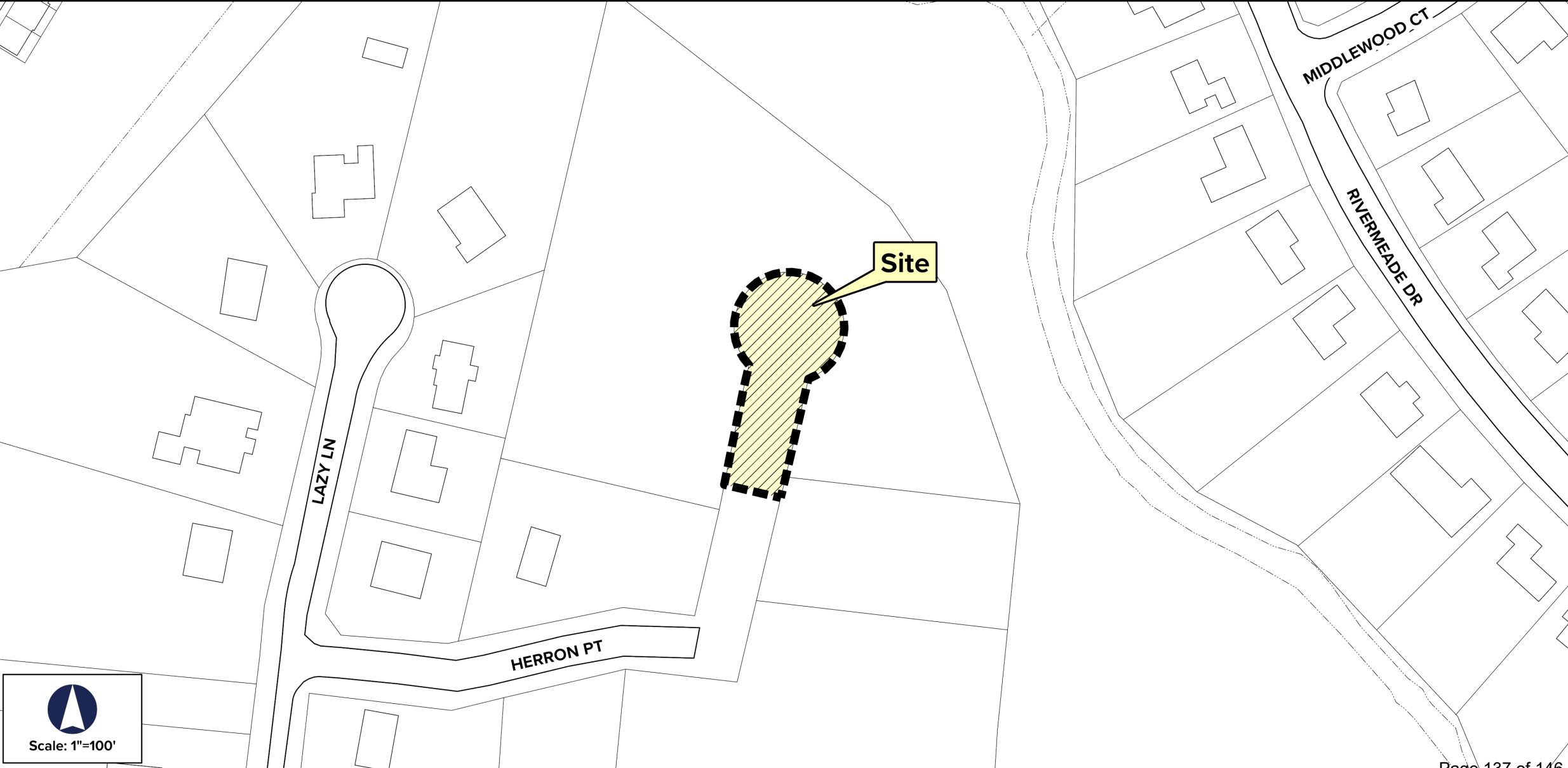
Location: The Herron Point right-of-way lies approximately 915 feet north of the intersection of Gordon Road and Lazy Lane, along the east side of Lazy Lane

LOCATION MAP

STREET ABANDONMENT: SA-26-02
Applicant: Steven Bruin



STREET ABANDONMENT: SA-26-02



STREET ABANDONMENT: SA-26-02

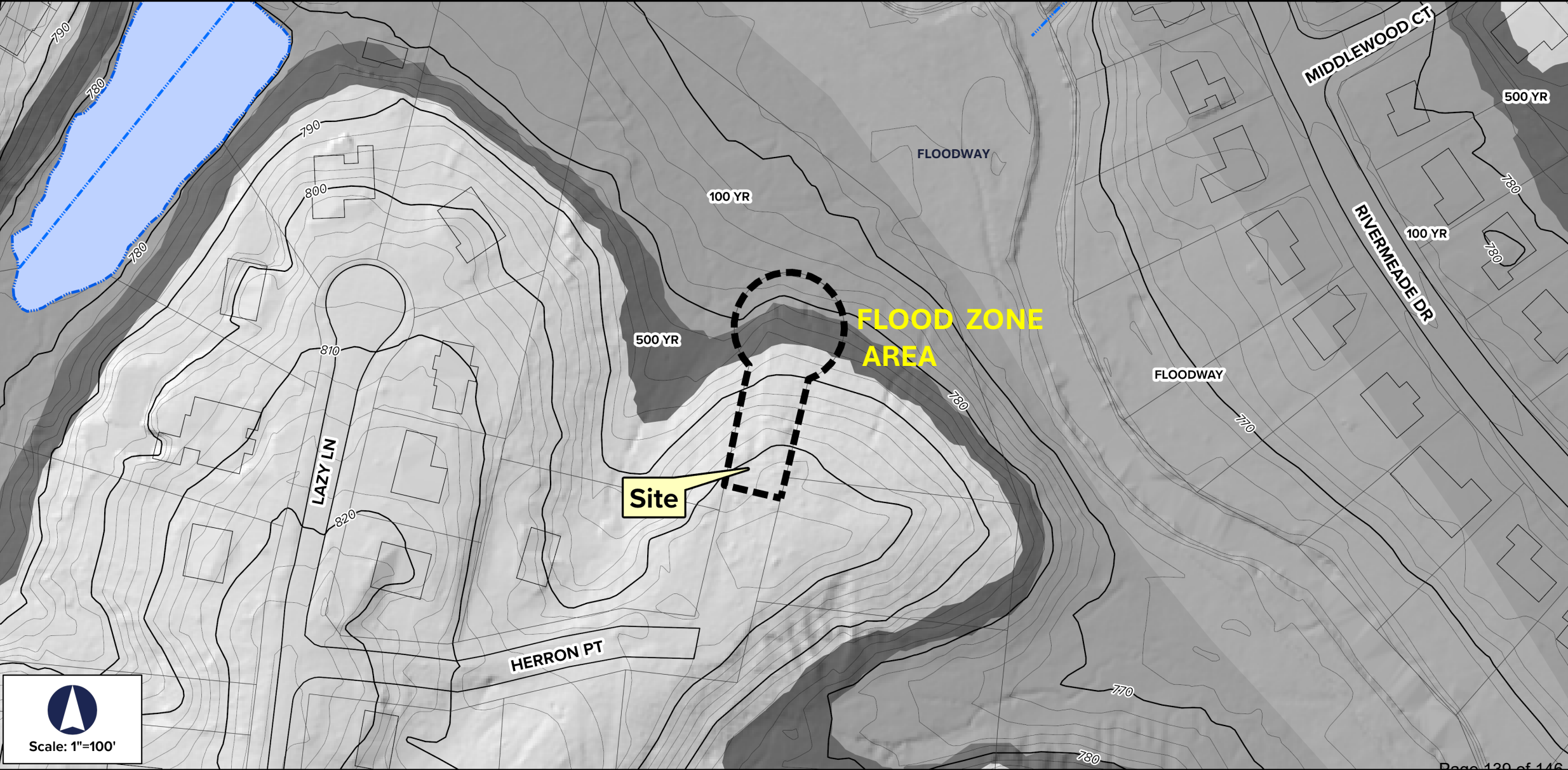
AERIAL PHOTOGRAPHY (FEB. 2024)



Scale: 1"=100'

ZONING MAP AMENDMENT: SA-26-02

TOPOGRAPHY









Herron Pt R/W

STREET ABANDONMENT: SA-26-02

AERIAL PHOTOGRAPHY (FEB. 2024)



QUESTIONS AND DISCUSSION

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Reappointment to the Guilford County/City Insurance Advisory Committee

FROM:
Sandra Keeney
City Clerk

MEETING DATE:
March 23, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
None

PURPOSE: To confirm the appointment of Lynwood Roach to the Guilford County/City Insurance Advisory Committee.

BACKGROUND: Mayor Jefferson is requesting to reappoint Lynwood Roach to the Guilford County/City Insurance Advisory Committee. The term will be effective immediately and expire on December 21, 2028.

BUDGET IMPACT: N/A

RECOMMENDED ACTION REQUESTED: City Council is requested to confirm the reappointment of Lynwood Roach to the Guilford County/City Insurance Advisory Committee. The term will be effective immediately and expire on December 21, 2028.