



City of High Point

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

Meeting Agenda

City Council

Cyril Jefferson, Mayor

Michael Holmes, Mayor Pro Tempore (Ward 6),

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

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

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

Monday, December 18, 2023

5:30 PM

Council Chambers

ROLL CALL, MOMENT OF SILENCE, AND PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

RECOGNITIONS AND PRESENTATIONS

[2023-580](#)

Proclamation - National Homeless Persons' Memorial Day
Mayor Jefferson will present a proclamation recognizing December 21, 2023 as National Homeless Persons' Memorial Day.

Attachments: [Proclamation - National Homeless Persons Day](#)

[2023-576](#)

Recognition - One High Point Commission Members
City Council will present the One High Point Commission members with a certificate of service.

Attachments: [Recognition - One High Point Commissioners](#)

[2023-575](#)

Recognition - Humanitarian of the Year Award
Human Relations Commission Chair Sharon McGregor will present the 2023 award winner with a plaque.

Attachments: [Humanitarian Award](#)

CONSENT AGENDA ITEMS

C-1

[2023-553](#)

Consideration of an Extension of the Interlocal Agreement with the Piedmont Authority for Regional Transportation (PART) for the Piedmont Triad Regional Mobility Call Center

City Council is requested to approve an extension to the Interlocal Agreement with PART for the Piedmont Triad Regional Mobility Call Center and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee)

Attachments: [Extension Interlocal Agreement - PART](#)

C-2

[2023-562](#)

Consideration of a Resolution of Support for the Honorary Naming of I-74 as the Stanley Davis Phillips Highway

City Council is requested to approve a Resolution of Support to the North Carolina Department of Transportation to support the Honorary Name of sections of I-74 as the Stanley Davis Phillips Highway and authorize the appropriate City Official(s) to execute all necessary documents.
(Recommended by Finance Committee)

Attachments: [Honorary Naming I-74 - Stanley Davis Phillips Highway](#)

C-3 [2023-554](#)

Consideration of a Contract Award to McCarthy Tire for Tire Retreading Services

City Council is requested to award a three (3) year contract for tire retreading services to McCarthy Tire in the amount of \$75,000 per year for a total of \$225,000 and two (2) optional renewal years and authorize the appropriate City Official(s) to execute all necessary documents.
(Recommended by Finance Committee)

Attachments: [Tire Retreading Services - McCarthy Tire](#)

C-4 [2023-555](#)

Consideration of a Contract Award to Parrish Tire for Tire Retreading Services

City Council is requested to award a three (3) year contract for tire retreading services to Parrish Tire in the amount of \$50,000 per year for a total of \$150,000 and two (2) optional renewal years and authorize the appropriate City Official(s) to execute all necessary documents.
(Recommended by Finance Committee)

Attachments: [Tire Retreading Services - Parrish Tire](#)

C-5 [2023-556](#)

Consideration of a Contract Award to Specialty Towing and Recovery for Towing Services and Repairs

City Council is requested to award a three (3) year contract for towing services to Specialty Towing and Recovery in the amount of \$95,000 per year for a total of \$285,000 and two (2) optional renewal years and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee)

Attachments: [Towing Services - Specialty Towing and Recovery](#)

C-6 [2023-557](#)

Consideration of a Non-Profit Organization Agreement with Piedmont Triad Football Club (PTFC)

City Council is requested to approve a Non-Profit Organization Agreement with PTFC reflecting collaboration and overall operation of youth soccer programming and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee)

Attachments: [Non Profit Agreement - Piedmont Triad Football Club](#)

C-7 [2023-560](#)

Consideration of a Contract Award to PDC, Inc. to Build a Sensory Garden and Make Improvements to the Library Plaza

City Council is requested to award a contract for the Sensory Garden and improvements to the Library Plaza to PDC Inc. in the amount of \$759,758, approve the Capital Project Ordinance Amendment, and authorize the

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

Attachments: [Sensory Garden - PDC, Inc.](#)

- C-8** [2023-561](#) Consideration of Procurement of Materials for the Deep River Substation Project
City Council is requested to approve the procurement of materials for the Deep River Substation Project and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee)

Attachments: [Contracts - Deep River Substation Equipment & Transformer](#)

- C-9** [2023-568](#) Consideration of a Sole Source Purchase of a Dry Polymer Feed System
City Council is request to approve Acrison as a sole source vendor for the purchase of the replacement Dry Polymer Feed System for a total amount of \$132,500 and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee)

Attachments: [Sole Source Purchase - Acrison Dry Polymer Feed System](#)

- C-10** [2023-569](#) Consideration of a Sole Source Purchase of a D30 Pier Mounted Drive Unit from DBS Manufacturing
City Council is requested to approve DBS Manufacturing as a sole source vendor for the purchase of a replacement drive unit for the Eastside Wastewater Treatment Plant for the total amount of \$47,400 and authorize the appropriate City Official(s) to execute all necessary documents.
(Recommended by Finance Committee)

Attachments: [Sole Source Purchase - DBS Manufacturing](#)

- C-11** [2023-570](#) Consideration of Contract Amendment One (1) to Hazen for Additional Work at the Eastside Wastewater Treatment Plant
City Council is requested to approve a contract amendment to Hazen in the amount of \$456,000, increasing the amount of purchase order 105444 to \$1,281,000 and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee)

Attachments: [Contract Amendment - Hazen](#)

- C-12** [2023-573](#) Consideration of a Contract Extension with Housing Consultants Group
City Council is requested to approve a contract extension with Housing Consultants Group through June 30, 2024 with a contract total of \$133,100 and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee)

Attachments: [Contract Extension - Housing Consultants Group](#)

- C-13** [2023-574](#) Consideration of a Contract with Oakwood Community Development Corporation
City Council is requested to approve a contract with Oakwood Community Development Corporation in the amount of \$158,400 and authorize the

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

Attachments: [Contract - Oakwood CDC Day Center](#)

- C14** [2023-577](#) Consideration of a Contract with Tiny House Community Development in the amount of \$154,000
City Council is requested to approve a contract with Tiny House Community Development for \$154,000 and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee)

Attachments: [Tiny Homes Smith Street Project](#)

- C-15** [2023-578](#) Consideration of Approval of Minutes
Council is requested to approve the following minutes:
Finance Committee Minutes - November 30, 2023, at 4:00 p.m.
Regular Meeting of the High Point City Council Minutes - December 4, 2023, at 5:30 p.m.
Installation and Organizational Minutes - December 4, 2023 @ 6:00 p.m.

Attachments: [Agenda Memo](#)

[Finance Committee Meeting Minutes - November 30, 2024](#)

[Regular Meeting of the High Point City Council Minutes - December 4, 2023](#)

[Installation and Organizational Meeting 2023 Minutes - December 4, 2023](#)

GENERAL AGENDA

- G-1** [2023-563](#) Public Hearing on Doris Moorefield, et al, Annexation 23-03
A request by Doris Moorefield, et al, to consider a voluntary non-contiguous annexation of approximately 15.38 acre parcel. The proposed annexation site is located along the east side of Cedarwood Trail, approximately 580 feet south of N. Main Street (SR 1009). The site is also known as Forsyth County Tax Parcel 6882-76-3263.000.

Attachments: [Staff Report AN-23-03.pdf](#)

- G-2** [2023-564](#) Public Hearing on Sagamore Homes NC, Zoning Map Amendment 23-29
A request by Sagamore Homes NC, to rezone an approximate 15.38-acre parcel from the Residential Single Family - 20 (RS-20) District, within Forsyth County's zoning jurisdiction, to a Conditional Zoning Residential Single Family - 5 (CZ R-5) District. The site is located along the east side of Cedarwood Trail, approximately 580 feet south of N. Main Street.

Attachments: [Staff Report ZA-23-29.pdf](#)

[City Council Zoning Presentation - Dec. 18, 2023 .pptx](#)

ADJOURNMENT

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Interlocal Agreement for The Piedmont Triad Regional Mobility Management Call Center Extension	
FROM: Greg Venable, Transportation Director	MEETING DATE: December 18, 2023
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Interlocal Agreement for The Piedmont Triad Regional Mobility Management Call Center, Piedmont Authority for Regional Transportation (PART) Authorizing Resolution	

PURPOSE: Consideration of an extension of the Interlocal Agreement with the Piedmont Authority for Regional Transportation (PART) for the Piedmont Triad Regional Mobility Call Center.

BACKGROUND: The initial term of this agreement was ratified in 2015 and was extended until June 30, 2019, and further renewed an additional term of three years through June 30, 2023. The current extension will be for a three-year term continuing until June 30, 2026. Included in this agreement is Appendix A (Participants), Appendix B (Statement of Work) which provides an overview of primary tasks, and Appendix C (Budget).

BUDGET IMPACT: As listed in the agreement, High Point will pay for the work included in the Statement of Work, Appendix B of the agreement on a call volume/equitable expense share basis as set forth in the budget, Appendix C. The FY24 Budget is \$234,661.00. The revenues are detailed below.

NCDOT – TDM Grant	\$ 103,822.00
PART	52,839.00
High Point Transit System	40,000.00
Davidson County	38,000.00
Total	\$ 234,661.00

The estimated quarterly payments for the City of High Point are \$10,000. This is included in the FY23-24 High Point Transit Operating Budget.

RECCOMENDATION/ACTION REQUESTED: Staff recommends approval of this agreement and allowing appropriate city staff to execute all associated documents.



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

City of High Point Finance Director

Interlocal Agreement for The Piedmont Triad Regional Mobility Management Call Center

This Interlocal Agreement for The Piedmont Triad Regional Mobility Management Call Center (this “**Agreement**”) is entered into on this ____ day of _____, 20__ (the “**Effective Date**”) by and between the Piedmont Authority for Regional Transportation (“**PART**”), and the City of High Point (“**City**”).

WITNESSETH:

WHEREAS, the North Carolina General Statutes in Chapter 160A, Article 20, provide that units of local government may enter into agreements in order to execute an undertaking providing for the continual exercise by one unit of any power, function, or right; and

WHEREAS, PART and the City each operate separate, fixed/flex bus route systems; and

WHEREAS, PART and the City desire to continue the Regional Mobility Management Call Center (the “**Call Center**”) that originated in 2015 for the purpose of receiving and handling telephone inquiries and calls regarding their respective fixed route bus systems operations and services; and

WHEREAS, the governing bodies of PART and the City have ratified this Agreement by resolution and that action being recorded in their respective minutes; and

WHEREAS, PART and the City have determined that it is in the public benefit and interest to enter into this Agreement to provide for an efficient public transportation service to their service areas.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PART and the City agree as follows:

1. **Initial Term of Agreement**. The initial term of this Agreement was ratified in 2015 on the Effective Date, and was extended on June 30, 2016 through the end date of June 30, 2019 (the “**Initial Term**”), and further renewed for an addition term of three years through June 30, 2023.

2. **Renewal**. This Agreement shall automatically renew for a three (3) year term commencing on July 1, 2023, and shall continue until June 30, 2026, unless sooner terminated as

provided herein (the “**Renewal Term**”). Following the renewal term the participation under this agreement may be extended on an annual basis with the mutual consent from the Authorized Officials of both parties that have executed this agreement.

3. Participants. The participants shall be those parties listed on **Appendix A** hereto (the “**Participants**”).

4. Operator of the Call Center. The operator and manager of the Call Center (the “**Operator**”) shall be PART’s Transportation Demand Management Program or its designee.

5. Functions to be Provided by Operator. Subject to the terms of this Agreement, the Operator shall furnish personnel, services, equipment, facilities and all other items necessary for or incidental to the operation of the Call Center as specified in the Statement of Work, **Appendix B**, attached hereto and made a part of this Agreement.

6. Commencement of Operations. The Operator shall continue operations of the Call Center that originated on July 6, 2015 (the “**Operations Commencement Date**”) Public operations began on or after August 3, 2015. The functions and support of the Call Center operations is in functionality to support the member agencies of PART and provide information for users of public transportation services to the members of this agreement.

7. Obligations of Participants. Subject to the terms of this Agreement, each Participant shall:

- a. provide current, accurate and complete information for such Participant’s bus and paratransit operations, policies and services to the Operator on a regular basis and upon request by the Operator;
- b. pay Operator for the work performed in accordance with the Statement of Work, Appendix B, pursuant to the procedure set forth in Section 9 of this Agreement; and
- c. provide the Operator with changes to routes, schedules, and fares regularly and at least fourteen (14) business days prior to planned implementation or effective dates. Provide a business contact for unscheduled, unplanned interruptions, and last minute changes of service.

8. Annual budgeting process. The Operator shall provide a budget proposal to each Participant for the upcoming fiscal year of each year during the Term of this Agreement, and any renewal or extension thereof. The budget proposal shall: (i) be presented as a line-item breakdown of estimated costs; (ii) set forth all assumptions used to estimate the costs contained in the budget; and (iii) identify all anticipated grant funds that are dedicated to the operations of the Call Center. Each Participant’s respective costs shall be determined pursuant to the terms set forth in Section 11 of this Agreement. The budget proposal shall be finalized upon the concurrence of all Participants, which approval must occur by July 1st of each year during the Term of this Agreement, and any renewal or extension thereof.

9. Invoicing of Costs to the Participants. Each Participant shall pay the Operator for the work performed under this Agreement in accordance with the Statement of Work, Appendix B. Subject to the terms of this Agreement, a Participant's payment of its Respective Share (as defined in Section 11 below) shall constitute full and complete compensation for the performance of work by the Operator under this Agreement. Said amount shall be billed to each Participant by the Operator as follows: The Operator will invoice participating Agencies quarterly in arrears based upon their shares, as stipulated in Section 11 below, of actual expenditures incurred during the prior quarter for the operation of the Call Center ("**Actual Expenses**"). Invoices shall be paid in full within fifteen (15) days of receipt. The Operator shall set up a separate chart of accounts to track Actual Expenses. Annual Actual Expenses shall be audited by a third-party, and may be subject to audit by any Participant upon their request.

10. Addition of Other Agencies to this Agreement. The Participants agree that other Eligible Transit Agencies (hereinafter defined) may join and become a Participant to this Agreement provided that agency agrees in writing to abide by and be bound by the terms and conditions of this Agreement. For the purposes of this Section 10, Eligible Transit Agencies shall mean:

- a. City of Burlington;
- b. City of Greensboro;
- c. City of Winston-Salem;
- d. Yadkin Valley Economic Development District;
- e. Alamance County Transportation;
- f. Randolph Chatham Area Transit; and
- g. Guilford County Transportation;

11. Cost-sharing agreement. During the Term and any renewal or extension thereof, the Participants shall be responsible for and pay the costs of the Call Center as set forth below:

- a. PART shall pay all costs occurring prior to the Operations Commencement Date.
- b. Upon the Operations Commencement Date, the Participants shall pay for the work set forth in the Statement of Work, Appendix B, on a call volume/equitable expense share basis as set forth in the Budget, **Appendix C**.
- c. Twenty-four (24) months after the Operations Commencement Date, or sooner subject to Section 11(d) of this Agreement, the Operator and all Participants agree to review Call Center records and functions to determine an equitable share of Actual Expenses based upon Call Center activity related to each Participant's proportionate call volume and demand upon the Call Center's resources (the "**Call Center Review**"). This review shall take place prior to an upcoming fiscal year and shall be repeated at least every twenty-four (24) months.

- d. Notwithstanding anything set forth herein, should operational characteristics require more staff and/or additional expenses which shall cause the estimated expenses (the “**Estimated Expenses**”) to increase by 10% or less in the aggregate during any 24-month period (a “**Minor Increase**”), the Operator may invoice such Actual Expenses without prior notice and Participants shall pay such Actual Expenses subject to the procedure set forth in Section 9 of this Agreement. Should operational characteristics require more staff and/or additional expenses which shall cause the Estimated Expenses to increase by more than 10% in the aggregate during any 24-month period (a “**Major Increase**”), the Operator shall provide prior written notification of such Major Increase and the Participants shall conduct the Call Center Review to determine each Participant’s Respective Share.
- e. Each Participant’s share of expenses shall be referred to herein as its “**Respective Share**”.
- f. In the event that one or more Participants join this agreement after the Effective Date (each a “**New Party**”), the Operator shall invoice the New Party for its Respective Share of the expenses for the Call Center, prorated from the date such New Party joins this Agreement to the end of the then current quarter. All Participants to this Agreement at the time a New Party joins this Agreement shall receive a prorated reduction in their financial responsibility for the Call Center expenses in equal shares.

12. Withdrawal from this Agreement. Any Participant may withdraw from this Agreement and be released from its responsibilities hereunder by giving at least twelve (12) months’ prior advance written notice of its desire to do so to all of the other Participants. Such written notice shall state the date that the Participant desires to withdraw, which date must be the first day of a month.

13. Notices. Any notice given pursuant to this Agreement shall be deemed given if delivered by hand or if deposited in the United States Mail, postage paid and certified mail, return receipt requested and addressed as follows:

If to PART: CEO/General Manager
PART
107 Arrow Road
Greensboro, NC 27409

And with a copy to:
Director of Finance and Administration
PART
107 Arrow Road
Greensboro, NC 27409

If to the City of High Point:

Transit Manager
High Point Transit
716 W Martin Luther King, Jr Drive
High Point, NC 27262

14. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties and their agents, grantees, successors, and assigns.

15. Dispute Resolution: 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. In the event a dispute arises between or among the Participants concerning a question or fact in connection with the requirements of this Agreement or compensation therefore, the parties hereto agree to bargain in good faith towards a mutual resolution. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the courts of North Carolina, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. 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.

16. Construction. The parties hereto acknowledge that this Agreement has been prepared and drafted through the efforts of all parties and all agree that in the interpretation, construction, and enforcement of the terms and conditions of this Agreement, there shall not be applied against any party the normal rules of construction that vague and ambiguous terms are to be construed against the drafting party.

17. Severability. If such provisions of this Agreement for any reason shall be declared invalid, illegal, or unenforceable, such decision shall not affect the validity of any remaining provisions that shall remain in full force and effect.

18. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts and all so executed shall constitute one Agreement, notwithstanding that all parties are not signatories to the original or the same counterpart. Electronic transmissions of the signatures provided for below may be relied upon and shall have the same legal effect as the originals of such signatures.

19. Merger: This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements among the parties hereto (whether written or oral, express or implied) and is intended as a final expression of their mutual understanding. This Agreement shall not be altered, modified or amended except in writing signed by the duly authorized representatives of the parties hereto and specifically referring to this Agreement.

20. Compliance with Laws. The parties agree to comply with all state and federal laws, including those relating to discrimination, in the performance of this Agreement.

(Signatures on the following page)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives:

CITY OF HIGH POINT

Authorized Official Signature: By: _____

Name: _____

Title: _____

Witness: By: _____

Name: _____

Title: _____

PIEDMONT AUTHORITY FOR REGIONAL TRANSPORTATION

Authorized Official Signature: By: _____

Name: _____

Title: _____

Witness: By: _____

Name: _____

Title: _____

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

PART Finance Director

City of High Point Finance Director

Appendix A (Participants)

1. County of Davidson
2. Piedmont Authority for Regional Transportation (PART)
3. City of High Point

Appendix B (Statement of Work)

I. Overview of Primary Tasks

- A. Establish, operate and maintain physical and technical capability (i.e., computer equipment/phones/utilities and allocated cost of space) to receive inbound calls and capture data from inquirers needing Call Center services.
- B. Screen, train, monitor, and supervise adequate staff to receive calls as contemplated by this Agreement. Staffing levels shall be maintained at sufficient levels to have: (i) 90% of calls answered in 30 seconds; (ii) 75% of all incoming calls with a “live agent” before a customer is sent to a waiting queue; (iii) a minimum average handle time (AHT) of 120 seconds; (iv) record and forward all complaints and commendations to the designated staff at the Participant within 24 hours; and (v) mail brochures to customers within 48 hours of a request.
- C. Conduct phone calls according to standard protocols developed by Operator.
- D. Record data collected during phone calls as specified in this Agreement.
- E. On a monthly basis the Operator will provide each Participant with a report of the following statistics from the phone system: (i) call volume; (ii) percent of calls answered by a “live agent” within 30 seconds; (iii) percent of incoming calls answered by a “live agent” prior to being sent to a waiting queue; (iv) average call duration; (v) number of complaints and commendations; (vi) number of requests for paratransit information; and (vii) number of brochures mailed to customers.

The Operator will use reports automatically generated by the call center telephone monitoring software. When possible all calls will be assigned to the system for which the inquiry was made.

II. Detailed Task Description

- A. Operational Parameters. The Operator hereby agrees to provide the following operational parameters:
 - i. The Operator shall operate and staff the Call Center between the hours of 7:00 AM and 6:00 PM on Monday through Friday, excluding days all Participants have announced that they will not be operating their services (the “**Staffed Hours**”).
 - ii. During periods outside of the Staffed Hours, customer calls shall be forwarded to staff at the Participants’ respective local transit agencies.
 - iii. In instances of inclement weather, the Operator will keep the Call Center open and staffed for the Staffed Hours, except in conditions when all Participants have announced that they will not be operating their services.

- iv. Requests for changes to Staffed Hours may be initiated at any time by any Participant. All Participants must agree in writing to any changes and to the timeframe for implementation of any proposed change. In no event shall the timeframe for implementing any change to the Staffed Hours be less than thirty (30) days.

B. Functions Provided. The Operator hereby agrees to provide the following functions:

- i. Customer Service Representatives – Operator will hire, train, and provide on-going training to customer service representatives (“CSR’s”) to prepare the CSR’s to perform all Call Center duties consistent with performance standards as set forth herein. The CSR staff shall include full time supervisor(s) and call takers, part time call takers and any another personnel agreed upon in writing by all Participants.
- ii. Trip planning – CSR’s will provide informed assistance to customers in planning transit trips. Provided current, accurate information has been provided to Operator as required by this Agreement, bus and paratransit service information will be kept current in the publicly accessible website at www.partnc.org or as otherwise agreed by each Participant in writing.
- iii. Schedule information – CSR’s will provide customers with information about current schedules and upcoming schedule changes for each Participant’s bus system, provided accurate and current information has been provided to Operator.
- iv. Real-time bus status – CSR’s will inform customers of incidents and delays in response to questions about the status of bus locations. CSR’s will rely on local agency dispatchers to provide current and accurate information about incidents and delays.
- v. Bus fares and policies – CSR’s will answer customer questions about local and regional bus fares and passes, purchasing options, and all other policies of each Participant (e.g. prohibited behavior while on board each Participant’s transportation).
- vi. Complaints/commendations – CSR’s will attempt to address customer complaints while on the phone. They will record all customer complaints or commendations (whether successfully addressed on the phone or not) as they are received and will forward them to designated staff at the appropriate agency.
- vii. Lost and Found – Customers will be able to connect with the designated contacts at each agency for Lost and Found information through one of two

methods, either through the CSR's or through the Call Center's phone menu.

- viii. Rideshare information and matching – Customer Service Representatives will provide information about carpooling and vanpooling in the Triad and assist customers with on-line ride-matching requests.
- ix. Emergency Ride Home information – CSR's will provide customers with information about the regional Emergency Ride Home program related to Vanpool or Amtrak, and will send out brochures or registration forms upon request.
- x. Mailing informational brochures – CSR's will mail route brochures and other informational brochures to customers upon request if provided by City.
- xi. Paratransit information – Customer Service Representatives will transfer customers with inquiries about paratransit services to the respective participating agency's paratransit service provider.

Appendix C (Budget)

As of the Operations Commencement Date, the Call Center shall operate under the budget set forth below. Subject to the provisions of Section 11 of the Agreement, each Participant's Respective Share shall be an equal share of the total expenses set forth below.

FY24 Budget:

Expenses

Salaries/Benefits/Contributions	\$ 206,832.00
Longevity	2,200.00
Office Supplies	715.00
Janitorial Supplies	342.00
Computer Support/Tech Srvc	12,077.00
Training	1,500.00
Utilities	2,900.00
Telephone - Landline	420.00
Internet	3,975.00
Maint - Bldg/Grounds	1,000.00
Janitorial	2,700.00
Total	\$ 234,661.00

Revenue

NCDOT – TDM Grant	\$ 103,822.00
PART	52,839.00
High Point Transit System	40,000.00
Davidson County	38,000.00
Total	\$ 234,661.00

The Operator shall submit quarterly invoices pursuant to the procedure set forth in Section 9 of the Agreement. As of the Effective Date, the estimated quarterly payments for the City of High Point are \$10,000.00, and Davidson County at \$9,500.00.

**Resolution of the Piedmont Authority for Regional Transportation
Authorizing the Mobility Management Call Center
Interlocal Agreement Extension**

WHEREAS, The Piedmont Authority for Regional Transportation began planning for a Regional Call center in 2008 as part of the Regional Seamless Mobility Study; and

WHEREAS, the PART administrative facility was constructed to accommodate space for the future development of a Regional Call Center in 2012; and

WHEREAS, the PART Board of Trustee's approved an Interlocal Agreement in 2015 and approved an extension in 2020 to establish and continue a working relationship with Davidson County and the City of High Point to support the additional staff to manage a Mobility Management Call Center as a function of the PART TDM Program; and

WHEREAS, PART has worked directly with member agencies to establish and maintain a Mobility Management Call Center for TDM activities and fixed route bus services provided to the public and has established an annual operating budget with agreed upon cost sharing to support the program since its inception; and

WHEREAS, the existing Interlocal Agreement has an expiration date that requires governing body approval to renew and extend the program purpose of participating members; and

WHEREAS, the PART CEO/General Manager has communicated and received confirmation from member agencies to continue the work undertaken by the Mobility Management Call Center with a renewed Interlocal Agreement.

NOW THEREFORE BE IT RESOLVED, that the Piedmont Authority for Regional Transportation Board of Trustee's authorize the PART CEO/General Manager to work with PART legal counsel and member agencies to renew and execute an agreed upon Mobility Management Call Center Interlocal Agreement.

BE IT FURTHER RESOLVED, that the PART Board of Trustees authorize an ILA extension to be active for a minimum of three (3) years with the opportunity to be extended annually by mutual consent and expanded to other PART member agencies interested in joining the Piedmont Triad Resources – Mobility Management Call Center.

.....
A motion was made by Sharon Hightower and seconded by Kevin Austin for adoption of the above resolution, and upon being put to a vote was duly adopted on this 12th day of April 2023.
.....

I, Marikay Abuzuaiter, PART Chairperson do hereby certify that the above is a true and correct copy of an excerpt for the minutes of a meeting of the Piedmont Authority for Regional Transportation duly held on the 12th day of April 2023.

Approved: Marikay Abuzuaiter
Marikay Abuzuaiter
PART Board Chairperson

Witnessed: Thomas E. Terrell, Jr.
Thomas E. Terrell, Jr.
PART Legal Counsel

Attest: Lisa Huffman
Lisa Huffman
PART Administrative Assistant

Seal:



CITY OF HIGH POINT

AGENDA ITEM



TITLE: Resolution of Support for the Honorary Naming of I-74 as the Stanley Davis Phillips Highway.	
FROM: Greg Venable, Transportation Director	MEETING DATE: December 18, 2023
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Resolution of Support Map Endorsement Letter	

PURPOSE: Consideration of a Resolution of Support for the honorary naming of I-74 as the Stanley Davis Phillips Highway.

BACKGROUND: Mr. Davis was born in High Point and founded three businesses, Phillips Mills, Phillips Factors, and Market Square Partnerships. He was a founding member of the Piedmont Triad Partnership and the High Point Economic Development Corporation. Mr. Davis was a US Ambassador under George W. Bush and the NC Secretary of Commerce under Governor James B. Hunt. He was a member of the NC Board of Transportation and was instrumental in bringing to fruition the US 311 Bypass, now I-74. Mr. Davis also served on many Boards both local and national and he and his wife were generous to High Point.

BUDGET IMPACT: As part of the application process the local jurisdiction must agree to pay a \$2,000 administrative fee for the installation of the sign and offset the cost of the program and is included in the approved FY 23-24 budget.

RECCOMENDATION/ACTION REQUESTED: Staff recommends approval of the Resolution of Support and allowing appropriate city staff to execute all associated documents.



**RESOLUTION OF SUPPORT FOR THE REQUEST
THAT THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (NCDOT) PLACE
THE HONORARY HIGHWAY NAME FOR THE SECTION OF INTERSTATE 74 (I-74) FROM
EXIT 65 TO EXIT 71B AS THE STANLEY DAVIS (DAVE) PHILLIPS HIGHWAY.**

WHEREAS Dave Phillips was born in High Point, North Carolina on May 11th, 1942, and attended Choate Rosemary Hall Boarding School in Connecticut and the University of North Carolina Chapel Hill; and

WHEREAS Dave Phillips having founded, owned, developed, and led three local High Point companies, Phillips Mills, Inc. that became Culp, Inc; Phillips Factors, Inc. which became BB&T Corporation (now Truist Bank); and Market Square Partnership which became Merchandise Mart/Vornado (now part of Blackstone which owns the major showroom buildings in High Point and Las Vegas); and

WHEREAS Dave Phillips was the Chairman and Chief Executive Officer of Phillips Industries, Inc. located in High Point; and

WHEREAS Dave Phillips was the Founding Chairman of the Piedmont Triad Partnership and the High Point Economic Development Corporation; and

WHEREAS Dave Phillips was the U.S. Ambassador to Estonia under President George W. Bush and the NC Secretary of Commerce under Governor James B. Hunt; and

WHEREAS Dave Phillips served on the NCDOT Board and was instrumental in successfully bringing to fruition the 311 Bypass Project now Interstate 74, and securing funding from the state for the complete renovation of the High Point Train Depot; and

WHEREAS Dave Phillips served on the Boards of the prestigious Smithsonian Institution and the National Trust for Historic Preservation; and

WHEREAS Dave Phillips also served on educational Boards including the Wake Forest University Graduate School of Management and the Medical Center; the Duke University Trinity Board; the Choate School; Vice Chairman of High Point University; Westchester Country Day School; and the NC School of the Arts Board of Visitors; and

WHEREAS Dave Phillips was also involved in many civic organizations including the High Point Chamber of Commerce, the United Way, the NC Zoological Park Society, the NC Chamber of Commerce, HP Regional Hospital, Old Salem, and Reynolda House; and

WHEREAS Dave Phillips was married to his wife Kay for 51 years and together were generous in the community as members of the High Point United Way Tocqueville Society and made contributors to the Lillian Phillips Cancer Pavilion at High Point Medical Center Atrium Health Wake Forest Baptist, and at Duke University where they created the Ambassador Dave and Kay Phillips Family International Lecture Series.

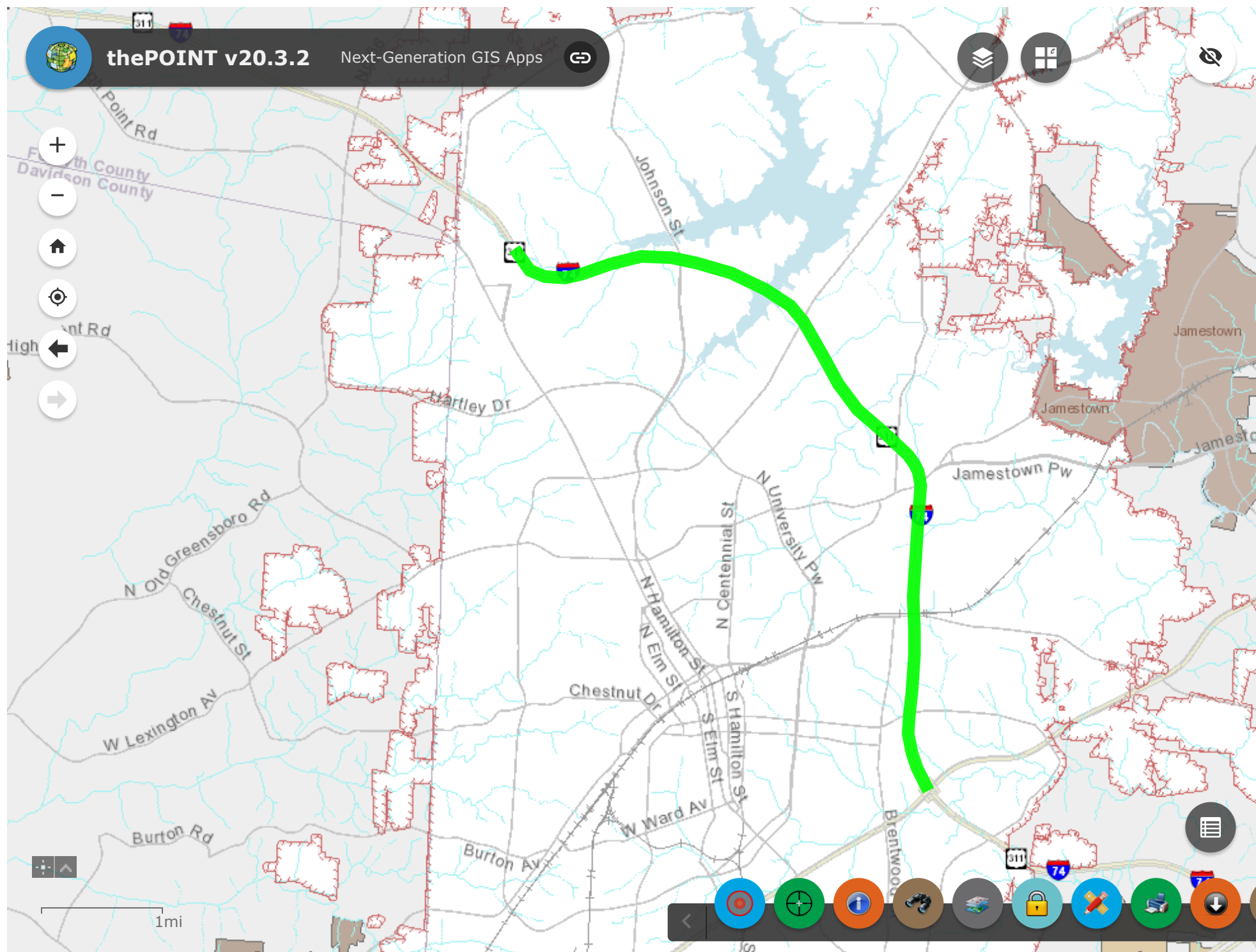
NOW, THEREFORE, BE IT RESOLVED by the High Point City Council that the Council wishes to express its appreciation for the public services given and contributions made by Stanley Davis (Dave) Phillips by supporting the request that NCDOT place the honorary highway name for the section of Interstate 74 from exit 65 to exit 71B in High Point as the Stanley Davis Phillips Highway.

.

Cyril Jefferson, Mayor

ATTEST

Sandra Keeney,
City Clerk



December 19, 2023

North Carolina Department of Transportation
Attn: Shelly Heath, Transportation Mobility and Safety
1561 Mail Service Center
Raleigh, NC 27699-1561

Re: Endorsing Road Naming in Honor of Stanley Davis Phillips

Ms. Heath,

At the High Point City Council meeting held December 18, 2023, the Council adopted a Resolution of Support requesting the North Carolina Department of Transportation (NCDOT) name a portion of I-74 through High Point in honor of Stanley Davis Phillips. As part of that support, we understand that pursuant to Section 4 on the Request Process NCDOT requires "written documentation that affirms the willingness of the local government or sponsor to participate financially by paying an administrative fee of \$2000 to offset costs associated with the program."

Please accept this correspondence as affirmation of our willingness to cover the \$2,000 in costs as described above.

Should NCDOT need further information from the City of High Point regarding this matter, please do not hesitate to contact Greg Venable, City of High Point Transportation Director
greg.venable@highpontnc.gov.

Sincerely,

Tasha Logan Ford
City Manager



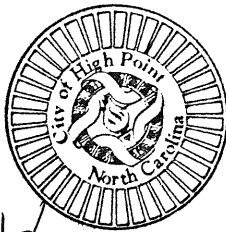
"AN CAPITAL PROJECT ORDINANCE AMENDMENT
OF THE CITY OF HIGH POINT, NORTH CAROLINA
FOR THE LIBRARY PLAZA AND SENSORY GARDEN PROJECT

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

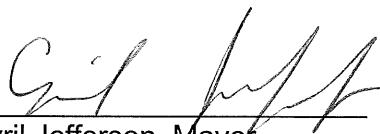
- Section 1. Funds have been raised by outside organizations for the Plaza and Sensory Garden project at the High Point Library. The proposed ordinance amendment appropriates these funds.
- Section 2. The following revenue is available to the City of High Point:
- | | |
|-----------------------------|------------------|
| Contributions and Donations | \$470,000 |
| State of North Carolina | <u>\$150,000</u> |
| | \$620,000 |
- Section 3. The following amounts are appropriated for the Project:
- | | |
|---|-----------|
| Library Plaza and Sensory Garden Improvements | \$620,000 |
|---|-----------|
- Section 4. The Financial Services Director is hereby directed to maintain a Capital Project with sufficient detailed accounting records to allow compliance with G.S. 159-28 Budgetary accounting for appropriations.
- Section 5. Copies of this capital project ordinance shall be made available to the City Manager and the Financial Services Director for direction in carrying out this project."

Adopted by High Point City Council, this the 18th day of December 2023

ATTEST



Sandra Keeney,
City Clerk


Cyril Jefferson, Mayor

**HIGH POINT CITY COUNCIL
REGULAR MEETING
December 4, 2023 – 5:30 P.M.
COUNCIL CHAMBERS – MUNICIPAL BUILDING
211 South Hamilton Street**

ROLL CALL, MOMENT OF SILENCE, AND PLEDGE OF ALLEGIANCE

Mayor Wagner called the meeting to order at 5:30 p.m. He welcomed everyone and noted that he and Dr. Patrick Harman graduated from the Oak Ridge Military Academy, and he invited the Oak Ridge Military Academy Color Guard to Present the Colors for tonight's meeting and lead the Pledge of Allegiance.

Mayor Wagner called for a moment of silence.

Present: Mayor Jay W. Wagner; Mayor Pro Tem S. Wesley Hudson, Ward 4; Council Member Britt W. Moore, At Large; Council Member Tyrone E. Johnson, At Large; Council Member Cyril A. Jefferson, Ward 1; Council Member Christopher Williams, Ward 2; Council Member Council Member Monica Peters, Ward 3; Victor A. Jones, Ward 5; and Council Member Michael A. Holmes, Ward 6.

RECOGNITIONS AND PRESENTATIONS

2023-541 Proclamation - Ryan Blaney 2023 NASCAR Cup Series Champion

Mayor Wagner will present a proclamation congratulating Ryan Blaney on winning the 2023 NASCAR Cup Series Championship.

Mayor Wagner read the Proclamation.

STRATEGIC PLAN UPDATE- Marketing & Branding Initiative

2023-537 Strategic Plan Update

Council Member Michael Holmes, Chairman of the Marketing & Branding Task Force, will present the Marketing and Branding Task Force with a token of appreciation.

Council Member Holmes provided an overview of the assignments and tasks that were assigned to the Marketing and Branding Task Force noting the hard work, time and dedication given to achieve a successful marketing and rebranding launch for the City of High Point. He introduced Jeron Hollis.

Jeron Hollis, Managing Director, spoke of the importance of the job the Task Force was assigned and introduced Ryan Ferguson, Marketing Manager.

Mr. Ferguson thanked the Marketing and Branding Task Force for their exemplary work and asked that they stand to be recognized. He presented a token of appreciation to the following Task Force members and noted that his father Jerry Ferguson helped in creating the plaque.

Task Force Members:

- *Mayor Pro Tem Michael Holmes*

- *Councilmember Monica Peters*
- *ACM Greg Ferguson*
- *Managing Director Jeron Hollis*
- *Melody Burnett*
- *Rachel Moss*
- *Bill Bencini*
- *Tammy Nagem*
- *Jessica Wynn*
- *Lyndsey Ayers*

PUBLIC COMMENT PERIOD

2023-538 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.

Matthew Thiel, President of Signature Wealth Strategies, expressed gratitude to the outgoing Elected Officials for their dedicated service to the city, acknowledged their hard work, commitment, and contributions during their tenure, and highlighted specific positive achievements which enhanced the city's well-being.

Alexandra ("Allie") Arpajian, Executive Director of the High Point Arts Council, thanked Mayor Pro Tem Hudson for being the City Council's Liaison to the Art Council, thanked the Mayor and the City Council for the support, and invited everyone to various events hosted by the Arts Council. She noted the completion of their Strategic Plan which includes rebranding and noted events hosted by the Arts Council can be viewed on their website.

CONSENT AGENDA ITEMS

Mayor Wagner stated Council would now consider the Consent Agenda and asked if there were any items that needed removed for discussion. Seeing none, he called for a vote on the Consent Agenda.

Council Member Moore made a motion, seconded by Council Member Johnson, to approve the Consent Agenda.

Motion carried with the following vote:

Aye: Mayor Wagner, Mayor Pro Tem Hudson, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Jones, and Member Holmes

2023-521 Consideration of a Sole Source Contract with Mobile Communications America

City Council is requested to award the sole source contract to Mobile Communications America in the amount of \$109,919.40 to renew the annual maintenance and service contract for the City's 911 Vesta Call System and that the appropriate City Official(s) be authorized to execute all necessary documents. (Recommended by Finance Committee)

Approved by the Consent Vote.

2023-532 Consideration of a Targeted Downtown and Green Drive Investment Area Incentive Policy

City Council is requested authorize a new Targeted Investment Areas Incentives Policy to include specific boundaries identified in the attached map of the Downtown and Green Drive Investment Areas. (Recommended by Finance Committee)

Approved by the Consent Vote.

2023-536 Consideration of an Alternate Representative Appointment to the North Carolina Municipal Power Agency 1 Board of Commissioners

City Council is requested to confirm the appointment of Tyler Berrier, Electric Utilities Director, to the North Carolina Municipal Power Agency 1 Board of Commissioners as the City of High Point's Alternate Representative. (Recommended by Finance Committee)

Approved by the Consent Vote.

2023-544 Consideration of Approval of Minutes

Council is requested to approve the following minutes:

Finance Committee Minutes - November 14, 2023, at 4:00 p.m.

Special Meeting of the High Point City Council Minutes - November 20, 2023, at 4:30 p.m.

Regular Meeting of the High Point City Council Minutes - November 20, 2023, at 5:30 p.m.

Closed Session Minutes for 2023 and authorize the City Attorney to determine if the Closed Session Minutes should be sealed or released to the public.

Approved by the Consent Vote.

GENERAL BUSINESS AGENDA

2023-540 Acknowledge Receipt of Abstract of Votes - High Point Municipal Election

City Council is requested to Acknowledge receipt of the Abstract of Votes for the High Point Municipal Election held on Tuesday, November 7, 2023, from the Davidson County Board of Elections, Guilford County Board of Elections, Forsyth County Board of Elections, and Randolph County Board of Elections.

A motion was made by Council Member Holmes, seconded by Council Member Williams, to acknowledge receipt of the abstract votes.

Motion carried with the following vote:

Aye: Mayor Wagner, Mayor Pro Tem Hudson, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Jones, and Member Holmes

PRESENTATION OF APPRECIATIONS

Mayor Wagner presented Mayor Pro Tempore Wesley Hudson, Council Member Chris Williams, and Council Member Victor Jones, with a Key to the City and read a Proclamation noting their contributions to the City.

Mayor Pro Tempore Hudson read a Proclamation honoring Mayor Wagner, noted his contributions to the City, and presented him with a plaque.

REMARKS FROM OUTGOING ELECTED OFFICIALS

Remarks were made by Mayor Pro Tempore Hudson, Council Member Chris Williams, Council Member Victor Jones, and Mayor Wagner expressing gratitude for the support of their family, constituents, city staff, and other elected officials. They acknowledged challenges faced, shared some valuable lessons, expressed excitement of the positive change made in the City, offered well wishes to their successors and emphasized the importance of continued public service and the impact of local government.

ADJOURNMENT

Mayor Wagner announced the Installation and Organization Meeting will begin following a short break.

Council Member Jefferson expressed gratitude on behalf of the City Council to Mayor Wagner, Mayor Pro Tem Hudson, Council Member Williams, and Council Member Jones, for their exemplary service and dedication to the community.

There being no further business to come before the City Council, the meeting adjourned at 6:29 p.m.

Respectfully Submitted,

Jay W. Wagner, Mayor

Attest:

Sandra Keeney, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Non-Profit Organization Agreement – Piedmont Triad Football Club (PTFC)	
FROM: Lee Tillery, Director – Parks & Recreation	MEETING DATE: December 18, 2023
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Proposed Agreement with Exhibits	

PURPOSE: Non-Profit Organization Agreement with Piedmont Triad Football Club (PTFC) focused on our collaboration and the overall operation of youth soccer programming.

BACKGROUND: The City of High Point and the Piedmont Triad Football Club have been working together for the past 18 years to provide opportunities for youth recreation soccer through programs and designated leagues. This updated agreement better reflects each organization's responsibilities as it relates to our collaboration and overall operation of youth soccer programming. The overall focus of the agreement identifies PTFC's responsibilities with youth soccer league and tournament administration, along with the City's responsibilities centered on infrastructure management and maintenance.

BUDGET IMPACT: n/a

RECOMMENDATION/ACTION REQUESTED: The Parks & Recreation Department recommends approval of this agreement and that appropriate City Official(s) be authorized to execute the agreement all necessary documents.



NONPROFIT ORGANIZATION AGREEMENT

THIS NONPROFIT ORGANIZATION AGREEMENT (“Agreement”) is made this ____ day of _____, 2023 (the “Effective Date”), by and between the City of High Point, a North Carolina municipal corporation (“City”), Piedmont Triad Football Club, a North Carolina nonprofit corporation, and High Point Soccer Association, Inc., a North Carolina nonprofit corporation (Piedmont Triad Football Club and High Point Soccer Association, Inc. hereinafter referred to collectively as the “Organization”). The City and Organization are at times collectively referred to hereinafter as the “Parties” or individually as a “Party.”

WHEREAS, the Organization is organized and operated exclusively for exempt purposes as set forth in section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, the City owns the High Point Athletic Complex located at 2920 School Park Road, High Point (“HPAC”), as further described by **Exhibit A**, attached hereto and incorporated herein by reference; and

WHEREAS, the Organization owns Phillips Soccer Complex, located at 550 Hedgecock Road, High Point (“PSC”), as further described by **Exhibit B**, attached hereto and incorporated herein by reference; and

WHEREAS, the City and the High Point Soccer Association, Inc., doing business as Piedmont Soccer Alliance, executed that certain Agreement dated December 19, 2005 (“2005 Agreement”), and the Parties have a long history of working of together to provide recreational activities and foster youth soccer at the HPAC and PSC; and

WHEREAS, the Parties desire to replace the 2005 Agreement with this Agreement, to amend, update, and reflect current operations at HPAC and PSC; and

WHEREAS, the Organization agrees to provide certain services, as described further below, related to the operation of youth soccer programs and hosting local and regional soccer tournaments at HPAC and PSC (the “Services”); and

WHEREAS, the City has determined that the Organization is capable of providing the Services, it is in the public’s interest for the Organization to do so, and the Services serve a public purpose that the City is authorized by law to engage in; and

WHEREAS, the City agrees to provide certain maintenance and management support to further the recreational activities, as described further below (the “City Responsibilities”); and

WHEREAS, it is the purpose of this Agreement to describe the formal rights and obligations of the Parties with respect to the operations at HPAC and PSC for the duration of this Agreement.

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

SECTION I. RESPONSIBILITIES OF THE ORGANIZATION

A. Provision of the Services. The Organization shall sponsor and operate various youth soccer programs and tournaments at HPAC and PSC through its volunteer membership. The Organization's membership and participation in its programs are open to the general public. The Organization's inclusive programming shall include league set-up, recruitment of volunteer coaches, registration, practice, games, and tournaments.

B. Annual Report. The Organization shall provide an annual report to the City with information related to the Services, public participation, and youth soccer programs and tournaments, no later than sixty (60) days following the end of the calendar year.

C. Sponsorship Fees. The Organization shall be responsible for payment of any sponsorship fees in accordance with the City's Parks and Recreation Department's Fees and Charges, as adopted by the City Council and amended from time to time, which can be found on the City's website and is incorporated herein by reference.

D. Utilities. The Organization shall be responsible for payment of all utility expenses at PSC, including but not limited to, electricity, athletic field lighting, natural gas, water, and sewer service. The Organization shall not be responsible for any utility expenses at HPAC.

E. PSC as a Shared-Use Facility. The general public, through the City's Parks and Recreation Department and the Organization's youth soccer programs, shall have access to PSC, as agreed upon and scheduled through the Parties for shared-use and programming. The scheduled access for the City shall be of equal quality as the Organization's, while taking into account the Organization's scheduled practices, trainings, games, and tournaments, as well as field desirability, season of year, time of day, weather, maintenance schedules, and any other appropriate factors.

F. Security. The Organization and the City are each responsible for providing any security during their own respective events or activities at HPAC and PSC.

G. Conveyance of PSC. The Organization shall not convey the property which is the subject of this Agreement or enter into any pledge or other encumbrance of the property in an amount exceeding fifty thousand dollars (\$50,000.00) for the life of this Agreement, without the express written approval of the City as authorized by its City Council, which approval shall not be unreasonably withheld.

H. Compliance with Law and Non-Discrimination. The Organization shall comply with all Federal, State and local laws and ordinances applicable to the Services. The Organization shall at all times comply with all safety and health regulations, standards and codes applicable to the Services. The Organization shall not discriminate in any manner on the basis of race, color, gender, national origin, age, disability, religion, sexual orientation, gender identity/expression, familial status, or veteran status.

I. Confidential Information. Organization 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 Organization 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 Organization becomes legally compelled to disclose any Confidential Information, Organization 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, Organization remains required by law to disclose any Confidential Information, Organization shall disclose no more than that portion of the Confidential Information which, on the advice of Organization’s legal counsel, Organization 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 Organization 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, Organization; (c) is developed by Organization independently of, and without reference to, any Confidential Information of the City; or (d) is received by Organization from a third party who is not under any obligation to the City to maintain the confidentiality of such information.

J. E-Verify. The Organization certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Agreement, it will continue to comply with these requirements. The Organization also certifies that it will require that all of its subcontractors that provide any of the Services comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Agreement.

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

SECTION II. RESPONSIBILITIES OF THE CITY

A. Maintenance Management Plan. The City shall be responsible for maintenance services on PSC Fields 1 through 7 as shown on **Exhibit B** (the “Maintenance Management Plan”) as follows:

1. The City shall be responsible for turf maintenance, including mowing, landscaping services, fertilization, aerification, application of herbicides, irrigation management, field layout, field lining and striping, and painting. The City shall determine any recovery periods necessary for field recovery time and closure. The City shall be responsible for overseeding PSC Fields 1, 2, 3, and 4 as needed during the winter months.
2. The City shall provide landscape services for the PSC natural and common areas, including mowing, trimming, pruning, and mulching.
3. The City shall be responsible for the irrigation meter at PSC.
4. The City shall be responsible for custodial services, to include general cleaning and maintenance of the restroom facilities located at PSC that are open to the public. The City agrees to clean and collect and remove trash from the restroom facilities seven (7) days per week. However, the City is not responsible for custodial services and trash collection from inside of the Organization's office building as shown on **Exhibit B** ("PSC Office Building").
5. The City shall provide plumbing, electrical, and structural maintenance services for the PSC Office Building as needed. However, outside of any major repairs or structural issues, the City is not responsible for any oversight or general maintenance within the PSC Office Building.

B. Field 8. The City shall not provide any maintenance services, no turf maintenance, landscaping services, irrigation services, or custodial services on Field 8 as shown on **Exhibit B** or the anticipated MLS NEXT Pro Carolina Core FC Training Facility.

SECTION III. RELATIONSHIP BETWEEN THE PARTIES

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

SECTION IV. TERM AND TERMINATION

A. Term. The term of this Agreement is five (5) years from the Effective Date, with one option to renew for another five (5) year renewal term, which shall be agreed upon by both parties in writing.

B. 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.

C. Termination for Convenience. The City may terminate this Agreement at any time for its convenience upon ninety (90) days advance written notice to the Organization.

SECTION V. DISCLAIMER, INDEMNIFICATION, AND INSURANCE

A. Disclaimer of Liability. Under no circumstances will the City be liable for the Organization's provision of the Services.

B. General Indemnification. To the fullest extent allowed by law, the Organization shall indemnify, hold harmless and defend the City, its employees, agents and representatives, from and against any and all claims or damages directly or indirectly arising out of or resulting from or related to the Organization's provision of the Services.

C. Insurance. The Organization shall, at its own cost and expense, procure and maintain, and cause all subcontractors and suppliers to procure and maintain, in full force and effect during the entire term of this Agreement, commercially reasonable insurance coverage.

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

E. Certificates of Insurance. The Organization shall, prior to the Organization's provision of the Services, provide properly completed certificates of insurance showing the existence and effective dates of all coverages, attached hereto as **Exhibit C**.

SECTION VI. MISCELLANEOUS

A. Governing Law and Venue. 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.

B. 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.

C. Successors and Assigns. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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 VI.I**):

If to the City:

City of High Point
Parks and Recreation Department
Attention: Lee Tillery
136 Northpoint Avenue
High Point, NC 27262

If to the Organization:

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

J. Disclosure. Organization 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.

K. 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.

L. 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 Organization's continued performance of Services is requested by the City in writing, it shall be the responsibility of Organization to continue to provide the Services in conformity with the Agreement. For the avoidance of doubt, the provisions of this **Section VI.L** shall not apply in the event of a termination of this Agreement pursuant to **Section IV**.

M. Representation of Authority. Any individual executing this Agreement on behalf of Organization 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 Organization and does so with full legal authority.

[SIGNATURES BEGIN ON THE NEXT PAGE]

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

Organization:

PIEDMONT TRIAD FOOTBALL CLUB

By: _____

Name: _____

Title: _____

HIGH POINT SOCCER ASSOCIATION, INC.

By: _____

Name: _____

Title: _____

Organization's address for notices:

Attn.: _____

The City:

CITY OF HIGH POINT

By: _____

Name: _____

Title: _____

Preaudit Certificate

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

Bobby Fitzjohn, Finance Officer

Exhibit A

Map of HPAC



Exhibit B

Map of PSC



Exhibit C

Certificates of Insurance

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Fleet Services Tire Retreading Services	
FROM: Kevin Rogers, Fleet Director	MEETING DATE: December 18, 2023
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Formal Bid Recommendation Request for Proposals Bid Evaluation Tabulation Sheet	

PURPOSE:

The Fleet Services Department worked with the Purchasing Division to request proposals for tire retreading services.

BACKGROUND:

For several years Fleet Services have been working with several outside vendors to perform retreading services for our heavy-duty trucks. This service reduces the overall operational cost of fleet services and maintains proper inventory and safe practices. With the assistance of the Purchasing Division, a Request for Proposal (RFP) was sent to all local contractors to ensure that the best value was acquired by the city. Parrish Tire was one of the vendors chosen through the evaluation process. The term of the contract will be three (3) years with the option of two (2) additional years. Fleet Services recommends Parrish Tire for this service.

BUDGET IMPACT:

The price impact will be a yearly cost of approximately \$50,000 per year. The total cost of the contract will be \$150,000 with the option for two (2) additional years. This includes retreading services for several size tires for our heavy-duty vehicles. Funds are available in the 2023-2024 Budget.

RECOMMENDATION/ACTION REQUESTED:

The Fleet Services Department recommends that the City Council award a three (3) year contract for tire retreading services to Parrish Tire in the amount of \$50,000 per year for a total of \$150,000 and two (2) optional renewal years and authorize the appropriate City Official(s) to execute all necessary documents.



City of High Point
Tire Retreading
RFP 11-101823 Evaluation Tabulation

Reviewer:	J Hix		D Hedrick		T. Jarrett		Total
Vendor Name							Average
Goodyear	55		55		55		55
McCarthy Tire	95		95		95		95
Parrish Tire	90		90		90		90
Snider Fleet	75		75		75		75

4
1
2
3

BID RECOMMENDATION

DEPARTMENT: Fleet Services

COUNCIL AGENDA DATE: 12/18/2023

BID NO.: RFP# 11-101823 CONTRACT NO.: DATE

OPENED: DESCRIPTION:

Fleet services tire retreading services.

PURPOSE:

Fleet Services requested bids for tire retreading services for all city-owned heavy duty vehicles/equipment.

COMMENTS:

These services are required for retreading tires for heavy duty vehicles/equipment. This service reduces the overall operational cost of fleet services and maintains proper inventory and safe practices. The anticipated cost per year is \$50,000. The total cost for three (3) years is \$150,000 with the option of two (2) additional years.

RECOMMEND AWARD TO: Parrish Tire AMOUNT: \$150,000

JUSTIFICATION:

Parrish Tire meets all requirements of the city of High Point. The attached will be a three (3) year contract with the option for two (2) additional years.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	524104			\$150,000
TOTAL BUDGETED AMOUNT				\$150,000

DEPARTMENT HEAD: KEVIN ROGERS Digitally signed by KEVIN ROGERS
Date: 2023.11.28 13:46:59 -05'00' DATE: 11/28/2023

The Purchasing Division concurs with recommendation submitted by the Fleet Maint and recommends award to the lowest responsible, responsive bidder Parrish Tire in the amount of 150,000.

PURCHASING MANAGER: Candy E. Harmon Digitally signed by Candy E. Harmon
Date: 2023.11.28 14:05:34 -05'00' DATE: 11/28/2023

Approved for Submission to
Council

FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn
Date: 2023.11.30 08:39:26 -05'00' DATE: 11/30/2023

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

INSTALLATION AND ORGANIZATIONAL MEETING 2023
December 4, 2023 – 6:00 p.m.
COUNCIL CHAMBERS – MUNICIPAL BUILDING
211 South Hamilton Street

INSTALLATION OF 2023-2027 MAYOR AND CITY COUNCIL

At 6:43 p.m. Tasha Logan Ford, City Manager, welcomed everyone and introduced The Honorable Stephanie L. Reese, Superior Court Judge and The Honorable Jan H. Samet to administer the Oaths of Office to the Elected Officials.

OATHS OF OFFICE ADMINISTERED TO ELECTED OFFICIALS

Mayor Cyril Jefferson - Oath of Office Administered by the Honorable Stephanie L. Reese, Superior Court Judge.

Council Member Britt Moore - Oath of Office Administered by the Honorable Jan H. Samet.

Council Member Amanda Cook - Oath of Office Administered by the Honorable Stephanie L. Reese, Superior Court Judge.

Council Member Vickie M. McKiver - Oath of Office Administered by the Honorable Stephanie L. Reese, Superior Court Judge.

Council Member Tyrone Johnson - Oath of Office Administered by the Honorable Stephanie L. Reese, Superior Court Judge.

Council Member Monica Peters - Oath of Office Administered by the Honorable Stephanie L. Reese, Superior Court Judge.

Council Member Dr. Patrick Harman - Oath of Office Administered by the Honorable Stephanie L. Reese, Superior Court Judge.

Council Member Tim Andrew - Oath of Office Administered by the Honorable Stephanie L. Reese, Superior Court Judge.

Council Member Michael Holmes – Oath of Office Administered by the Honorable Stephanie L. Reese, Superior Court Judge.

Mayor Jefferson thanked Judge Reese and Judge Samet for administering the oaths of office.

CALL TO ORDER/ROLL CALL

Mayor Jefferson called the meeting to order at 7:06 p.m. and called the roll.

Present: *Mayor Cyril Jefferson; Council Member Britt Moore, At Large; Council Member Amanda Cook, At Large; Council Member Vickie M. McKiver, Ward 1; Council Member Tyrone Johnson, Ward 2; Council Member Monica Peters, Ward 3; Council Member Dr. Patrick Harman, Ward 4; Council Member Tim Andrew, Ward 5; Council Member Michael Holmes, Ward 6*

GENERAL BUSINESS AGENDA**2023-543 Election of Mayor Pro Tempore**

City Council will consider the election of Mayor Pro Tempore; term effective December 4, 2023, expiring December 16, 2024.

A motion was made by Council Member Peters, seconded by Council Member Johnson, to approve Council Member Holmes to serve as Mayor Pro Tempore.

Motion carried with the following vote:

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

2023-546 Appointments to the Standing Committees of the 2023-2027 High Point City Council

City Council is requested to confirm appointments for the Standing Committees of the 2023-2027 High Point City Council as recommended by Mayor Jefferson.

Mayor Pro Tem Holmes made a motion, seconded by Council Member Peters, to approve agenda item 2023-546.

Motion carried with the following vote:

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

2023-547 Appointments of Council Liaison Members to the Various Boards and Commission Agencies

City Council is requested to approve Council Liaisons Members to the various Boards and Commission Agencies for the 2023-2027 High Point City Council as recommended by Mayor Jefferson.

A motion was made by Council Member Moore, seconded by Mayor Pro Tem Holmes, to approve agenda item 2023-547.

Motion carried with the following vote:

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

2023-548 Ordinance Establishing Dates and Times for Official Sessions of the High Point City Council

City Council is requested to adopt an Ordinance establishing dates and times for Official Sessions of the 2023-2027 High Point City Council.

Council Member Peters made a motion, seconded by Council Member Johnson, to approve agenda item 2023-548.

Motion carried with the following vote:

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

2023-549 Adoption of Ordinance Establishing Rules and Procedures for the 2023-2027 High Point City Council

City Council is requested to adopt an Ordinance establishing Rules of Procedures for the 2023-2027 High Point City Council.

A motion was made by Council Member Andrew, seconded by Council Member Cook, to approve agenda item 2023-549.

Motion carried with the following vote:

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

REMARKS FROM MAYOR AND CITY COUNCIL

Mayor Jefferson thanked everyone for their attendance; expressed gratitude regarding the trust that has been given; excitement regarding future collaborations with city staff, city partners, and other government bodies, and recognized elected officials from other government entities.

Council Member Moore provided a history of family events during his tenure, noting this is the first time serving without his parents and expressed gratitude to his wife and son for attending. He thanked his constituents for another opportunity to serve, noting how proud he is to live and be from High Point.

Mayor Pro Tempore Holmes thanked everyone that participated in the election noting that the communication from the constituents have been clear regarding the needs of the City and the City Council is committed to serve, protect, and build the City. He thanked his wife and children for their support and spoke of his mother's determination to instill in him the passion to serve.

Council Member Cook acknowledged her mother in the audience; spoke to the future growth of the city; provided a history of meeting Mayor Jefferson, and recognized the members of the High Point NAACP and thanked them for their support. She expressed excitement regarding putting the recommendations of the One High Point Commission into practice.

Council Member Johnson thanked God and his family for their support; spoke to the future of the city noting the importance of unity, transparency, and accountability and stated he strives to make High Point a better place and thanked his church.

Council Member Peters thanked her mother-in-law, aunt, and husband for sharing this occasion noting that her daughter could not attend but her Bible was used for the oath. She expressed her passion and honor of serving the constituents of Ward 3 and noted her excitement of two other women being on the City Council as well as celebrated the first female City Manager, Tasha Logan Ford. She expressed gratitude to city staff and citizens.

ADJOURNMENT

Mayor Jefferson recognized Interim Police Chief Curtis Cheeks, and announced and invited everyone to attend a celebration to commemorate the history that was made in the City noting this celebration would coincide with the celebration of the Martin Luther King, Jr. Holiday, January 12-15, 2024. He stated there would be a ball, parade, block party, prayer service, breakfast, and several other events to help celebrate this historic occasion.

There being no further business to come before the City Council, the meeting adjourned at 7:28 p.m.

Respectfully Submitted,

Cyril Jefferson, Mayor

Attest:

Sandra Keeney, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Approval of Minutes	
FROM: City Clerk's Office	MEETING DATE: December 18, 2023
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Yes	

PURPOSE: Minutes to be approved.

BACKGROUND: N/A

BUDGET IMPACT: N/A

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

Finance Committee Minutes – November 30, 2023, at 4:00 p.m.

Regular Meeting of the High Point City Council Minutes – December 4, 2023, at 5:30 p.m.

Installation and Organizational Minutes – December 4, 2023, at 6:00 p.m.



FINANCE COMMITTEE
Chaired by Council Member Moore
Committee Members: Moore, Holmes, Jones, and Peters
NOVEMBER 30, 2023 – 4:00 P.M.
COUNCIL CHAMBERS – MUNICIPAL BUILDING

CALL TO ORDER

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

Present: Chairman Britt W. Moore
Committee Member Monica Peters
Committee Member Michael Holmes

Absent: Committee Member Victor Jones

PRESENTATION OF ITEMS

2023-521 Consideration of a Sole Source Contract with Mobile Communications America

City Council is requested to award the sole source contract to Mobile Communications America in the amount of \$109,919.40 to renew the annual maintenance and service contract for the City's 911 Vesta Call System and that the appropriate City Official(s) be authorized to execute all necessary documents.

Adam Ward, Interim IT Service Director, provided the staff report.

A discussion ensued regarding sole source eligibility, upgrades, and progression of new technology.

A motion was made by Chair Moore, seconded by Committee Member Holmes to approve agenda item 2023-521.

Motion carried with the following vote:

Aye: Chair Moore, Council Members Peters and Holmes

Absent: Council Member Jones

2023-532 Consideration of a Targeted Downtown and Green Drive Investment Area Incentive Policy

City Council is requested authorize a new Targeted Investment Areas Incentives Policy to include specific boundaries identified in the attached map of the Downtown and Green Drive Investment Areas.

Greg Ferguson, Deputy City Manager provided the staff report for this item.

A motion was made by Chair Moore, seconded by Committee Member Peters, to approve agenda item 2023-532.

Motion carried with the following vote:

Aye: Chair Moore, Committee Members Peters and Holmes

Absent: Council Member Jones

2023-536 Consideration of an Alternate Representative Appointment to the North Carolina Municipal Power Agency 1 Board of Commissioners

City Council is requested to confirm the appointment of Tyler Berrier, Electric Utilities Director, to the North Carolina Municipal Power Agency 1 Board of Commissioners as the City of High Point's Alternate Representative. (Recommended by Finance Committee)

Eric Olmedo, Assistant City Manager, provided the staff report for this item.

A motion was made by Chair Moore, seconded by Committee Member Holmes, to approve agenda item 2023-536.

Motion carried with the following vote:

Aye: Chair Moore, Committee Members Peters and Holmes

Absent: Council Member Jones

ADJOURNMENT

Chair Moore announced several community events taking place in High Point for the weekend and noted the final meeting of the current City Council as well as the installation of the new Mayor and City Council will take place on Monday, December 4, 2023, beginning at 5:30 p.m.

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

Respectfully Submitted,

Britt W. Moore, Chairman
Finance Committee

Attest:

Sandra Keeney, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Annexation 23-03 (Doris Moorefield, et al)	
FROM: Sushil Nepal, AICP Planning & Development Director	MEETING DATE: December 18, 2023
PUBLIC HEARING: Yes	ADVERTISED DATE/BY: December 1, 2023 Planning & Development
ATTACHMENTS: A. Staff Report B. Map C. Annexation Ordinance	

PURPOSE:

A request by Doris Moorefield, et al to consider a voluntary noncontiguous annexation of an approximate 15.38-acre parcel located along the east side of Cedarwood Trail, approximately 580 feet south of N. Main Street.

BACKGROUND:

The staff report and recommendation are enclosed.

BUDGET IMPACT:

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

RECCOMENDATION/ACTION REQUESTED:

Staff recommends ***approval*** of Annexation 23-03.



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

**STAFF REPORT
ANNEXATION 23-03
December 18, 2023**

Request	
Applicant: Doris Moorefield, et al	Owner: Doris Moorefield, et al
Proposal: Voluntary non-contiguous annexation.	Effective Date: Upon adoption
	Associated Zoning Case: Zoning Map Amendment 23-03

Site Information	
Location:	The site is located along the east side of Cedarwood Trail, approximately 580 feet south of N. Main Street
Tax Parcel Number:	Forsyth County Tax Parcel 6882-76-3263.000. Davidson County agrees that 99% of the parcel is with Forsyth County, with the remaining 1% in disputed. They support use of the Forsyth County GIS map that depict the southern property line of the parcel as the County line.
Site Acreage:	Approximately 15.38 acres
Current Land Use:	Undeveloped
Current Fire District:	The site is within the Horneytown Special Fire District.
Proposed Development:	A 42-lot single family subdivision is proposed to be developed.
Proposed Unit Type, Number and Average Value:	The applicant has noted that the overall development cost will be approximately \$14,700,000. Approximately \$350,000 per dwelling unit
Proposed Build-out Schedule:	Approximately three (3) years.
Proposed City of High Point Council Ward:	If approved the proposed annexation site will be part of Ward 6.
Physical Characteristics:	The applicant's engineer has identified a possible stream and wetlands at the southeastern portion of the site.
Water and Sewer Proximity:	A 6-inch City water line and a 8-inch City sewer line both lie south of the site along Winter Garden Drive and Maize Drive. A 12-inch City waterline lies to the north along N. Main Street.
General Drainage and Watershed:	The site drains in a southeasterly direction. The northern half of the parcel is within the Lake Thom-A-Lex General Watershed Area, while the southern half is within the Yadkin Pee Dee (Non-water supply).
Overlay Districts:	• Lake Thom-A-Lex General Watershed Area • Yadkin Pee Dee (Non-water supply)

Adjacent Property Zoning and Current Land Use			
North:	RS-20	Residential Single Family – 20 District (<i>Forsyth County</i>)	Single family dwellings
South:	CU R-5	Conditional Use Residential Single Family - 5 District (<i>High Point</i>)	Single family dwellings
East:	RS-20 RM-12 LB-S	Residential Single Family – 20 District Residential Multifamily – 12 District Limited Business – Special Use District (<i>all within Forsyth County</i>)	Single family dwelling Automotive service facility
West:	RS-20	Residential Single Family – 20 District (<i>Forsyth County</i>)	Single family dwellings

Transportation Information			
Adjacent Streets:	Name	Classification	Approx. Frontage
	Cedarwood Trail (<i>SR 4222</i>)	Local Street (<i>NCDOT maintained road</i>)	524 ft.
	Maize Drive	Local Street	Maize Drive 181 ft.
Vehicular Access:	Via public street connection/extension to Cedarwood Trail and Maize Drive		

City Department Comment Summary

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

Details of Proposal

The applicant is requesting annexation to have access to City utilities to facilitate development of a residential subdivision. This site is located in the western portion of the City's Planning Area. The City established a present in this portion of its Planning Area in 2007 with the annexation and development of the 20-acre Wintergarden subdivision directly to the south of this current site and the 58-acre Richfork Heights Subdivision to the north at the northeast corner of N. Main Street and Delray Avenue. Furthermore, significant City of High Point water and sewer infrastructure improvements were installed in 2014 to support the annexation and development of the 129-acre (800,000 square foot) Ralph Lauren warehouse and distribution facility, approximately one mile north of this current annexation site.

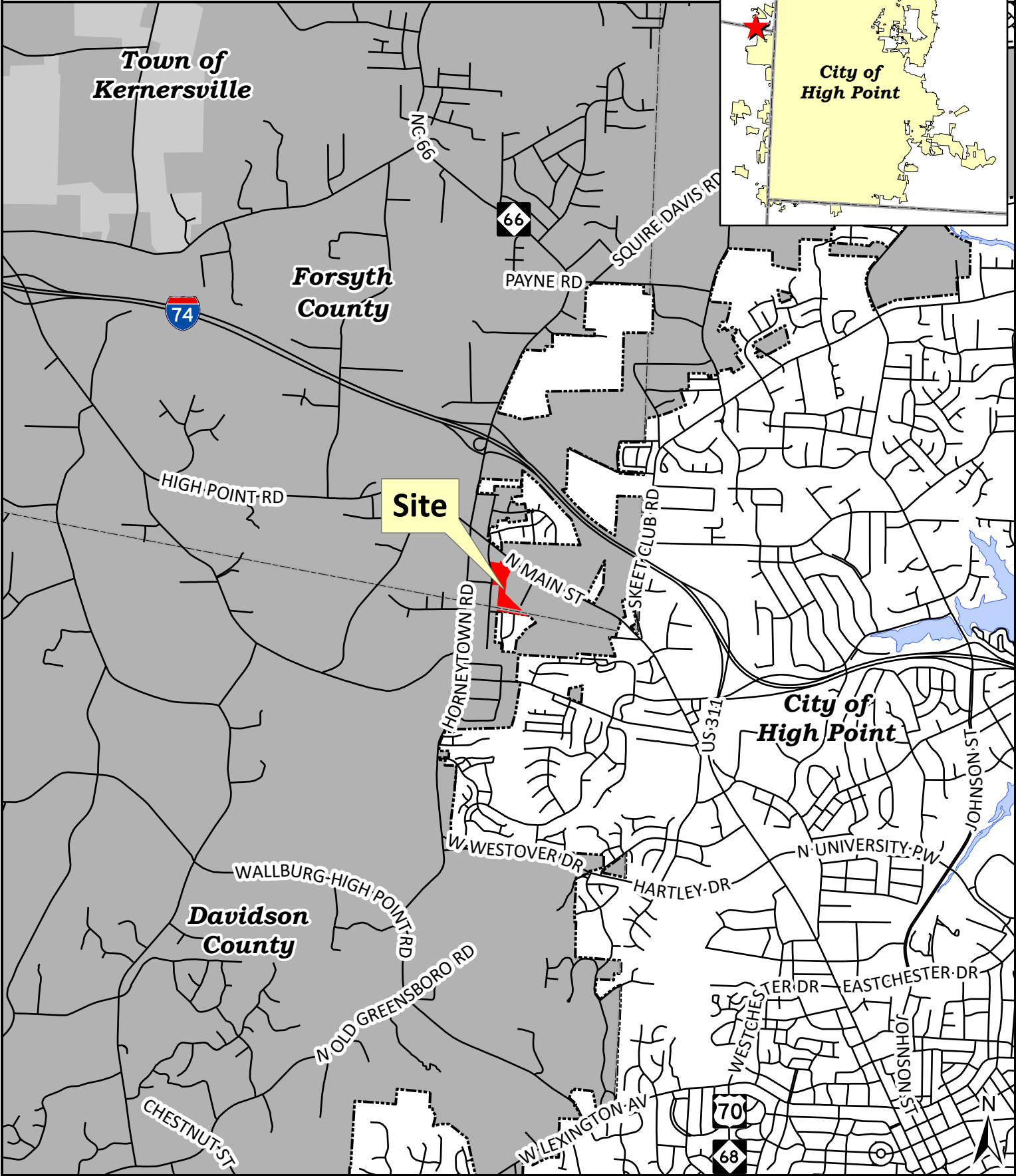
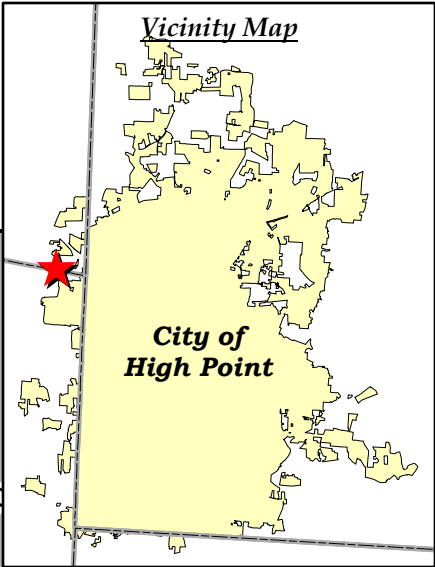
This annexation petition represents a logical progression of the City's annexation policy for this area. The site is adjacent to the City's corporate limits to the north and south, with City services and service vehicles providing municipal services to adjacent developments. The annexation of this 15.38-acre tract of land will not negatively impact the City's ability to provide services in this area.

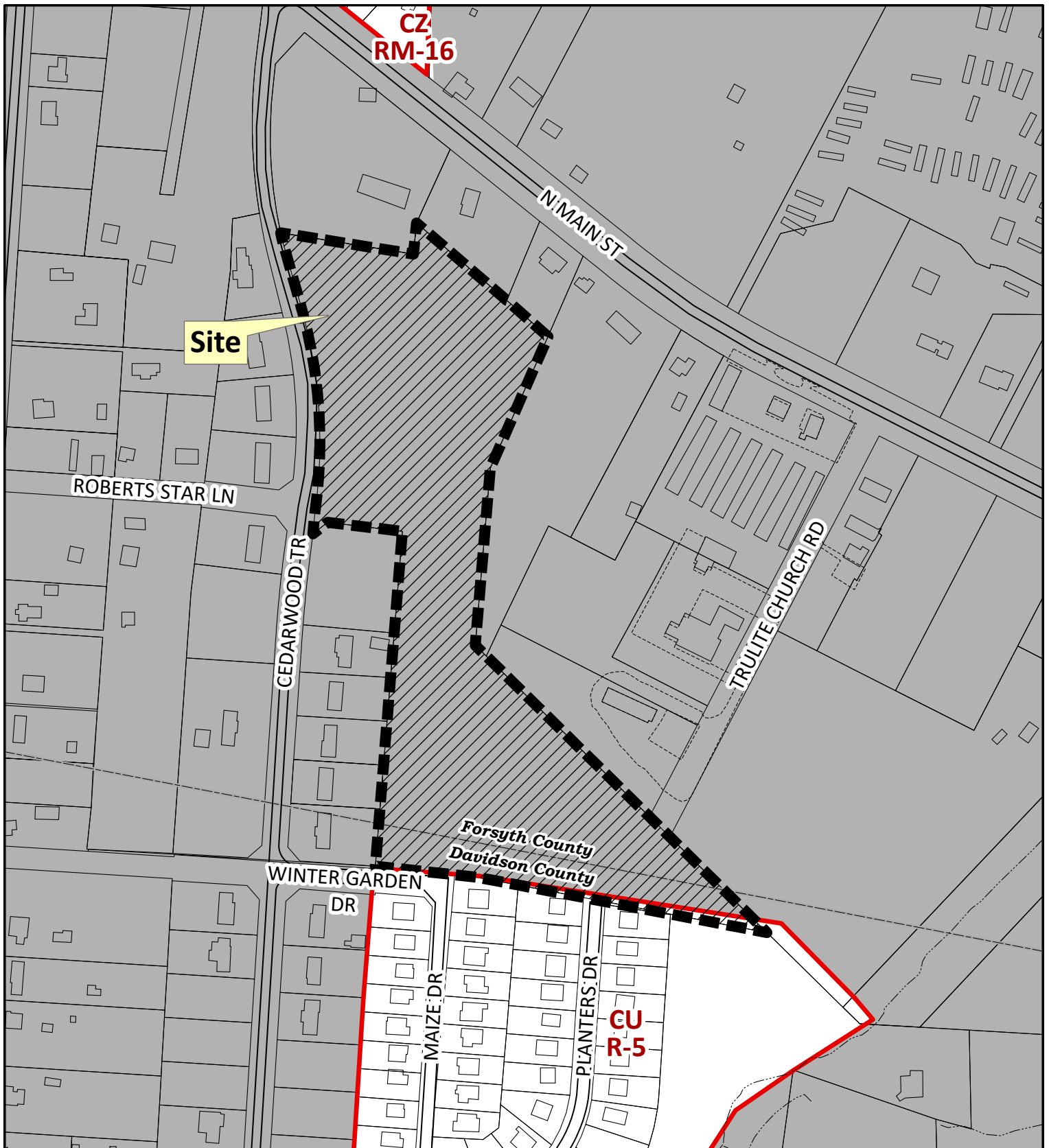
Report Preparation

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

LOCATION MAP

ANNEXATION REQUEST: AN-23-03 Cedarwood Tr
Applicant:





ANNEXATION CASE 23-03 **(Cedarwood Trail)**

CITY OF
high point.

PLANNING AND
 DEVELOPMENT

N



Scale: 1" = 300'

Existing Zoning Boundary
Subject Property Boundary



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

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

WHEREAS, The City of High Point has been petitioned under G.S. 160A-58.1, as amended, to annex the area described herein; and,

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

WHEREAS, a public hearing on this annexation was held at the Municipal Building at 5:30 p.m. on the 18th day of December, 2023; and,

WHEREAS, the City of High Point does hereby find as a fact that said petition meets the requirements of G.S. 160A-58.1 as amended;

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

SECTION 1. By virtue of the authority granted by G.S. 160A-58.1 as amended, the following described territory is hereby annexed, and made a part of the City of High Point as of December 18, 2023.

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

ANNEXATION DESCRIPTION

Doris Moorefield, et al

Annexation Case 23-03 (AN-23-03)

Beginning at a point, being the most eastern corner of lot 1 of "Division of: Roger L. Moorefield Estate", as recorded in plat book 42 page 119 in the Forsyth County Register of Deeds. Said point also being in the existing High Point City limits and "Open Space" as shown on "Final Plat Winter Garden Phase 2B", as recorded in plat book 58 page 74 in the Davidson County Register of Deeds; thence with the northern line of "Final Plat Winter Garden Phase 2B", as recorded in plat book 58 page 74 in the Davidson County Register of Deeds, and the northern line of "Winter Garden Phase 1", as recorded in plat book 56 page 93 in the Davidson County Register of Deeds, and with the existing High Point City limits, North 81 Degrees, 13 Minutes, 44 Seconds West, 696.57 feet, to a point; thence continuing with the existing High Point City limits and the northern line of "Winter Garden Phase 1", as recorded in plat book 56 page 93 in the Davidson County Register of Deeds, North 86 Degrees, 02 Minutes, 40 Seconds West, 233.18 feet, to a point in the northern right-of-way of Winter Garden Drive in the existing High Point City Limits, and the southeast corner of lot 7 block "F" of "Final Section One Cedarwood Hills", as recorded in plat book 23 page 47 in the Forsyth County Register of Deeds; thence with the eastern side of block "F" along the back of lots 7,6,5,4,3 and 1, of "Final Section One Cedarwood Hills", as recorded in plat book 23 page 47 in the Forsyth County Register of Deeds, North 04 Degrees, 47 Minutes, 30 Seconds East, 763.95 feet, to a point, the northeastern most corner of lot 1 block "F" of "Final Section One Cedarwood Hills", as recorded in plat book 23 page 47 in the Forsyth County Register of Deeds; thence with the northern line of lot 1 block "F" of "Final Section One Cedarwood Hills", as recorded in plat book 23 page 47 in the Forsyth County Register of Deeds, two calls, (1) North 82 Degrees, 45 Minutes, 40 Seconds West, 170.00 feet, to a point (2) South 52 Degrees, 14 Minutes, 20 Seconds West, 42.43 feet, to a point, in the eastern right-of-way of Cedarwood Trail, S.R. 4222 having an existing sixty-foot public right-of-way; thence with the east side of said road right-of-way, four calls, (1) North 04 Degrees, 12 Minutes, 20 Seconds East, 119.90 feet, to point (2) 406.54 feet along a curve to the left of radius 1096.26 feet, a chord bearing and distance of North 03 Degrees, 43 Minutes, 55 Seconds West, 404.21 feet, to a point (3) North 14 Degrees, 07 Minutes, 49 Seconds West, 151.38 feet, to a point (4) 38.92 feet along a curve to the right of radius 1036.26 feet, a chord bearing and distance of North 13 Degrees, 16 Minutes, 46 Seconds West, 38.92 feet, to a point, the southwestern most corner of lot 1 of plat for "Doris J. Moorefield", as recorded in plat book 72 page 83 in the Forsyth County Register of Deeds; thence leaving the right-of-way of Cedarwood Trail, two calls with lot 1 of plat for "Doris J. Moorefield", as recorded in plat book 72 page 83 in the Forsyth County Register of Deeds, (1) South 80 Degrees, 49 Minutes, 29 Seconds East, 306.17 feet, to a point (2) North 05 Degrees, 45 Minutes, 55 Seconds East, 71.10 feet, to a point in the eastern line of lot 1 of plat for "Doris J. Moorefield", as recorded in plat book 72 page 83 in the Forsyth County Register of Deeds, said point also being the westernmost corner of Janet G. Cecil, Deed Book 1819 Page 4310; thence with Cecils' line, South 48 Degrees, 34 Minutes, 16 Seconds East, 290.85 feet to a point, southeastern most corner of Cecil and the southwestern most corner of Darren and Holly South, Deed Book 3397 Page 2015; thence with Souths' line, South 51 Degrees, 02 Minutes, 06 Seconds East, 99.89 feet, to a point, Souths' southeastern most corner, and in the line of Donald and Linda Callahan, Deed Book

2450 Page 425; thence with Donald and Linda Callahan western line two calls, (1) South 22 Degrees, 06 Minutes, 28 Seconds West, 317.35 feet, to a point (2) South 02 Degrees, 33 Minutes, 23 Seconds West, 396.46 feet, to a point; thence with Donald and Linda Callahan, Robert and Tammy Grimes, Deed Book 1928 Page 539, and the south terminus of Trulite Church Road, a sixty-foot wide public right-of-way, Deed Book 1837 Page 3108 and David and Jackie Montgomery Revocable Trust, Deed Book 2367 Page 728; South 44 Degrees, 38 Minutes, 10 Seconds East, 932.00 feet, to the beginning containing **15.38 acres, more or less**. Being all of lot 1 of "Division of: Roger L. Moorefield Estate", recorded in plat book 42 page 119 in the Forsyth County Register of Deeds. Save and except a portion of said lot 1, as shown as "New lot 1" of plat for "Doris J. Moorefield", as recorded in plat book 72 page 83 in the Forsyth County Register of Deeds, and being all of Forsyth County Tax Parcel Number 6882-76-3263.

SECTION 2. Upon and after **December 18, 2023** the foregoing property and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of High Point, and shall be entitled to the same privileges and benefits as other parts of the City of High Point. Said territory shall be subject to municipal taxes according to G.S. 160A-58.3.

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

Adopted by the City Council
City of High Point, North Carolina
The **18th** day of **December, 2023**.

By: _____
Cyril Jefferson, Mayor

ATTEST:

Sandra R. Keeney, City Clerk

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

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

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on November 14, 2023 and before the City Council of the City of High Point on December 18, 2023 regarding **Zoning Map Amendment Case 23-29 (ZA-23-29)** a proposed amendment to the Official Zoning Map of the “City of High Point Development Ordinance”;

WHEREAS, notice of the public hearings were published in the High Point Enterprise on November 4, 2023, for the Planning and Zoning Commission public hearing and on December 6, 2023 and December 13, 2023, for the City Council public hearing pursuant to Chapter 160D-602 of the General Statutes of North Carolina; and

WHEREAS, the proposed amendment was adopted by the City Council of the City of High Point on **December 18, 2023**.

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

SECTION 1

That the Official Zoning Map of the City of High Point be amended to establish the following described area as a: **Conditional Zoning Residential Single Family – 5 (CZ R-5) District**. The property is approximately 15.38 acres, lying along the east side of Cedarwood Trail, approximately 580 feet south of N. Main Street. The property is also known as Forsyth County Tax Parcel 6882-76-3263.000.

SECTION 2

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

Part I. **USES:** Any uses allowed in the Residential Single Family – 5 (R-5) District shall be permitted, subject to the standards of the Development Ordinance and the specific conditions listed in this ordinance.

Part II. CONDITIONS:

A. Transportation Conditions.

1. Right-of-way Dedication: As a part of the development permit approval the property owner shall dedicate a minimum of thirty (30) feet of right-of-way along the Cedarwood Trail frontage of the zoning site, as measured from the existing centerline of Cedarwood Trail.
2. Access As part of development permit approval a minimum of two points of vehicular access, including a public street connection/extension of Maze Drive along the southern boundary of the site, shall be established and installed.
3. Other Transportation Conditions The City of High Point Transportation Director and the North Carolina Department of Transportation (if applicable) shall approve the exact location and design of all access points and improvements.

SECTION 3

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

SECTION 4

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

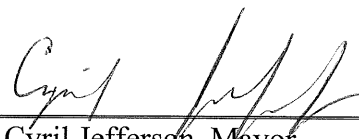
SECTION 5

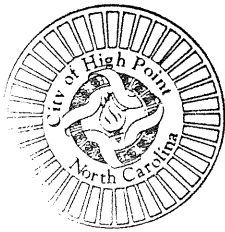
That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 6.

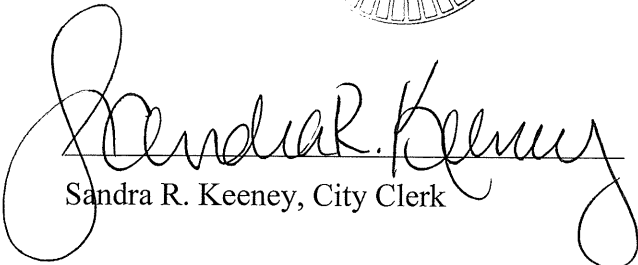
This ordinance shall become effective upon the date of adoption.

Adopted by the City Council
City of High Point, North Carolina
The 18th day of December, 2023

By: 
Cyril Jefferson, Mayor



ATTEST:


Sandra R. Keeney, City Clerk



Date: December 18, 2023

[illegible]

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Contract Award, Library Plaza Improvements and Sensory Garden	
FROM: Mary Sizemore, Library Director	MEETING DATE: December 18, 2023
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: 09/20/2023
ATTACHMENTS: Formal Bid Recommendation Bid Tabulation Sheet Capital Project Ordinance Amendment	

PURPOSE:

The Library Department recommends that the City Council approve a contract award to build a Sensory Garden and make improvements to the Library Plaza to PDC, Inc.

BACKGROUND:

The Rotary Club of High Point selected the Sensory Garden as the 2020 centennial gift to the community and committed \$100,000 to the project as the naming sponsor. The High Point Public Library Foundation raised additional funds for a total of approximately \$620,000 for the Sensory Garden. City funds are budgeted for the improvements to the library plaza.

The City received responses from four bidders:

- PDC Inc. - \$759,758
- ADJ Wilson - \$990,000
- Lomax Construction - \$999,600
- Brooks Lumber Co - \$1,011,004

PDC Inc. was deemed the lowest responsive responsible bidder. The contract time for this project to be completed is estimated to be 180 calendar days.

BUDGET IMPACT:

A capital project ordinance amendment appropriating the contributions and donations and grant revenue is included with this item. Existing appropriations will cover the difference in cost.

RECOMMENDATION/ACTION REQUESTED:

The Library Department recommends that the City Council award the contract for the Sensory Garden and improvements to the Library Plaza to PDC Inc. in the amount of \$759,758, and approve the capital project ordinance amendment.



"AN CAPITAL PROJECT ORDINANCE AMENDMENT
OF THE CITY OF HIGH POINT, NORTH CAROLINA
FOR THE LIBRARY PLAZA AND SENSORY GARDEN PROJECT

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

- Section 1. Funds have been raised by outside organizations for the Plaza and Sensory Garden project at the High Point Library. The proposed ordinance amendment appropriates these funds.
- Section 2. The following revenue is available to the City of High Point:
- | | |
|-----------------------------|------------------|
| Contributions and Donations | \$470,000 |
| State of North Carolina | <u>\$150,000</u> |
| | \$620,000 |
- Section 3. The following amounts are appropriated for the Project:
- | | |
|---|-----------|
| Library Plaza and Sensory Garden Improvements | \$620,000 |
|---|-----------|
- Section 4. The Financial Services Director is hereby directed to maintain a Capital Project with sufficient detailed accounting records to allow compliance with G.S. 159-28 Budgetary accounting for appropriations.
- Section 5. Copies of this capital project ordinance shall be made available to the City Manager and the Financial Services Director for direction in carrying out this project."

Adopted by High Point City Council, this the 18th day of December 2023

Cyril Jefferson, Mayor

ATTEST

Sandra Keeney,
City Clerk

BID RECOMMENDATION

DEPARTMENT Library

COUNCIL AGENDA DATE: December 18, 2023

BID NO. 12-102423 CONTRACT NO. N/A DATE OPEN: 10/24/2023

DESCRIPTION:

Improvements to the Library Plaza and Sensory Garden

PURPOSE:

The Library recommends that the City Council approve contract award for the Improvements to the Library Plaza and Sensory Garden Project to PDC Inc. The purpose of the project is to improve the Library Plaza Entrance and create a Sensory Garden.

COMMENTS:

The City received four responsive bidders:
PDC Inc. \$759,758.00 Lomax Construction \$999,600.00
ADJ Wilson \$990,000.00 Brooks Lumber Co \$1,011,004.00

RECOMMEND AWARD TO: PDC Inc. AMOUNT: \$759,758.00

JUSTIFICATION:

On October 24, 2023, The City of High Point Purchasing Department, received an opened four bids for the Library Plaza Improvements and Sensory Garden Project. PDC Inc was deemed the lowest responsive, resonsible bidder.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
401450	533701	4011810225205	40202	
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: Mary M. Sizemore Digitally signed by Mary M. Sizemore Date: 2023.12.11 16:28:43 -05'00' DATE: 12/11/2023

The Purchasing Division concurs with recommendation submitted by the Library and recommends award to the lowest responsible, responsive bidder PDC Inc in the amount of \$759,758.00

PURCHASING MANAGER: Candy E. Harmon Digitally signed by Candy E. Harmon Date: 2023.12.11 18:01:31 -05'00' DATE: 12/11/23

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn Date: 2023.12.11 21:42:38 -05'00' DATE: 12/11/23

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

Bid Tabulation
City of High Point, North Carolina
Library Plaza Improvements and Sensory Garden
Bid 12-102423

Contractor	Bid Bond	MWBE	Addendums 1&2	Library Entry Plaza	Sensory Garden Project	Total Bid
PDC Inc.	Yes	Yes	Yes	\$167,657.00	\$ 592,101.00	\$759,758.00
ASJ Wilson	Yes	Yes	Yes	\$ 223,690.00	\$ 766,310.00	\$990,000.00
Lomax Construction	Yes	Yes	Yes	\$ 303,600.00	\$ 696,000.00	\$999,600.00
Brooks Lumber Co dba Brooks General Contractors	Yes	Yes	Yes	\$ 221,670.00	\$ 789,334.00	\$ 1,011,004.00

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Contract Extension - Housing Consultants Group Housing Counseling Services	
FROM: Thanena Wilson, Director Community Development & Housing	MEETING DATE: December 18, 2023
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: none	

PURPOSE:

The Community Development and Housing Department published a Request for Proposal for Housing Counseling Services in July 2020. Housing Consultants Group (HCG) submitted a proposal to provide such services for a fee of \$37,500 annually, which was the lowest proposal submitted. Financial literacy and homebuyer education classes are provided for potential homebuyers who have been identified as requiring additional training in personal finance management, as well as required classes being offered for ready buyers to receive downpayment assistance. A contract was executed with HCG and was extended through December 31, 2023. Staff is proposing to extend the contract through June 30, 2024. The contract total through June 30th would be \$133,100.

BACKGROUND:

HCG has provided financial literacy training as part of the Individual Development Account (IDA) Program for the City for over 10 years. IDAs are part of an asset-building strategy that concentrates on building family security by improving long-term economic well-being and emphasizing beneficial behaviors rather than merely offering temporary assistance. The homebuyer makes regular, monthly contributions to their IDA account that is then matched by the City up to \$2,000. IDAs can be used to reward the monthly savings of working families who are building towards purchasing an asset (most commonly buying their first home), paying for post-secondary education, or starting a small business. The City's focus with the IDA program is on homeownership.

An 8-hour homebuyer education class is offered one Saturday each month to help potential buyers understand the homebuying process and to meet the educational requirements for most downpayment assistance programs.

BUDGET IMPACT:

Core City Redevelopment funds will be provided in the amount of \$16,900 to encumber funds for the remainder of the fiscal year, and there are sufficient funds in the FY2023-24 budget.

RECOMENDATION /ACTION REQUESTED:

Community Development and Housing staff recommends approval of the contract extension with Housing Consultants Group, and that the appropriate City official and/or employee be authorized to execute all necessary documents.



CITY OF HIGH POINT

AGENDA ITEM



TITLE: Human Relations Commission Humanitarian Award	
FROM: Rase McCray, Human Relations Manager	MEETING DATE: December 18, 2023
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS:	

PURPOSE: To announce the winner of the Human Relations Commission's 2023 Humanitarian Award.

BACKGROUND:

The High Point Human Relations Commission Humanitarian Award was created to honor a High Point resident who, during their lifetime, has made a significant contribution to human relations in High Point by promoting equity through their work with their employer, faith-based institution, civic groups, or community organizations. The award recognizes the recipient's dedication to encouraging understanding, respect, equity, and goodwill among all High Point residents.

The Commission accepted nominations from the public for the 2023 Humanitarian Award from November 8 to December 5, receiving 15 nominations for eight nominees. The Commission selected this year's Humanitarian Award winner at a special called meeting on December 7, 2023.

BUDGET IMPACT: None

RECOMMENDATION /ACTION REQUESTED: Human Relations Commission Chair Sharon McGregor will present the 2023 award winner with a plaque.



**RESOLUTION OF SUPPORT FOR THE REQUEST
THAT THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (NCDOT) PLACE
THE HONORARY HIGHWAY NAME FOR THE SECTION OF INTERSTATE 74 (I-74) FROM
EXIT 65 TO EXIT 71B AS THE STANLEY DAVIS (DAVE) PHILLIPS HIGHWAY.**

WHEREAS Dave Phillips was born in High Point, North Carolina on May 11th, 1942, and attended Choate Rosemary Hall Boarding School in Connecticut and the University of North Carolina Chapel Hill; and

WHEREAS Dave Phillips having founded, owned, developed, and led three local High Point companies, Phillips Mills, Inc. that became Culp, Inc; Phillips Factors, Inc. which became BB&T Corporation (now Truist Bank); and Market Square Partnership which became Merchandise Mart/Vornado (now part of Blackstone which owns the major showroom buildings in High Point and Las Vegas); and

WHEREAS Dave Phillips was the Chairman and Chief Executive Officer of Phillips Industries, Inc. located in High Point; and

WHEREAS Dave Phillips was the Founding Chairman of the Piedmont Triad Partnership and the High Point Economic Development Corporation; and

WHEREAS Dave Phillips was the U.S. Ambassador to Estonia under President George W. Bush and the NC Secretary of Commerce under Governor James B. Hunt; and

WHEREAS Dave Phillips served on the NCDOT Board and was instrumental in successfully bringing to fruition the 311 Bypass Project now Interstate 74, and securing funding from the state for the complete renovation of the High Point Train Depot; and

WHEREAS Dave Phillips served on the Boards of the prestigious Smithsonian Institution and the National Trust for Historic Preservation; and

WHEREAS Dave Phillips also served on educational Boards including the Wake Forest University Graduate School of Management and the Medical Center; the Duke University Trinity Board; the Choate School; Vice Chairman of High Point University; Westchester Country Day School; and the NC School of the Arts Board of Visitors; and

WHEREAS Dave Phillips was also involved in many civic organizations including the High Point Chamber of Commerce, the United Way, the NC Zoological Park Society, the NC Chamber of Commerce, HP Regional Hospital, Old Salem, and Reynolda House; and

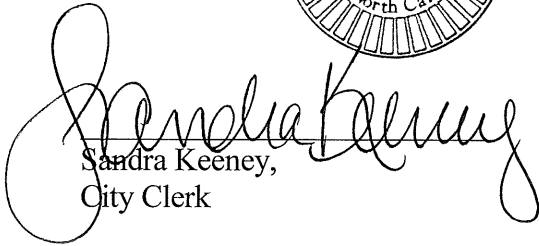
WHEREAS Dave Phillips was married to his wife Kay for 51 years and together were generous in the community as members of the High Point United Way Tocqueville Society and made contributors to the Lillian Phillips Cancer Pavilion at High Point Medical Center Atrium Health Wake Forest Baptist, and at Duke University where they created the Ambassador Dave and Kay Phillips Family International Lecture Series.

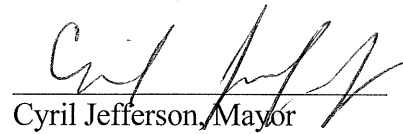
NOW, THEREFORE, BE IT RESOLVED by the High Point City Council that the Council wishes to express its appreciation for the public services given and contributions made by Stanley Davis (Dave) Phillips by supporting the request that NCDOT place the honorary highway name for the section of Interstate 74 from exit 65 to exit 71B in High Point as the Stanley Davis Phillips Highway.

Adopted this the 18th day of December 2023 at High Point, North Carolina.



ATTEST


Sandra Keeney,
City Clerk


Cyril Jefferson, Mayor



Date: December 18, 2023

[illegible]

CITY OF HIGH POINT

AGENDA ITEM



TITLE: One High Point Commission Certificate of Service	
FROM: Jeron Hollis, Managing Director	MEETING DATE: December 18, 2023
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS:	

PURPOSE: To recognize the One High Point Commission members for their service.

BACKGROUND:

Created by the High Point City Council on February 7, 2022, the One High Point Commission met in monthly public meetings and topical work groups from June 2, 2022, to August 10, 2023.

The Commission, in collaboration with a contracted project manager and subject-matter experts, created a report that identifies disparities affecting High Point's African American population and that recommends policy solutions to address these disparities.

The restorative economic policy recommendations were presented to City Council on September 18, 2023.

The Commission consisted of the following members:

One High Point Commission Members

- Joseph Alston (Chair)
- Courtney Alston Wilson (Vice Chair)
- Brenda Deets
- Fay McCauley
- Lovelle McMichael
- Lee Dories Patrick
- Constance Reynolds
- Janet Riley-Wright
- Robert Sims
- Bridgett Tolliver
- Robert Williamson
- Mayor Pro Tem Michael Holmes
- Councilman Tyrone Johnson

One High Point Commission Former Member

- Charles Hinsley



CITY OF HIGH POINT

AGENDA ITEM

One High Point Commission Alternate Member

- Willie Davis



BUDGET IMPACT: None

RECOMMENDATION /ACTION REQUESTED: The City Council will present the One High Point Commission members with a certificate of service.

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Fleet Services Vehicle/Equipment Towing Services	
FROM: Kevin Rogers, Fleet Director	MEETING DATE: December 18, 2023
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Formal Bid Recommendation Request for Proposals	

PURPOSE:

The Fleet Services Department worked with the Purchasing Division to request proposals for towing services for after-hour emergency repairs and after-hour emergency tire replacements.

BACKGROUND:

For several years Fleet Services have been working with several outside vendors to perform towing services for the City of High Point. These services are for city-owned vehicles and equipment and not for enforcement measures. With the assistance of the Purchasing Division, a Request for Proposal (RFP) was sent to all local contractors to ensure the best value was acquired by the city. Specialty Towing and Recovery is the company that will be utilized for these services. The term of the contract is three (3) years with the option of two (2) additional years.

BUDGET IMPACT:

The price impact will be a yearly cost of approximately \$95,000 per year. The total cost for three (3) years is \$285,000. This includes towing services, after-hour emergency repairs, and after-hour emergency tire replacements. Funds are available in the 2023-2024 Budget.

RECOMMENDATION/ACTION REQUESTED:

The Fleet Services Department recommends that the City Council award a three (3) year contract for towing services to Specialty Towing and Recovery in the amount of \$95,000 per year for a total of \$285,000 and two (2) optional renewal years and authorize the appropriate City Official(s) to execute all necessary documents.



BID RECOMMENDATION

DEPARTMENT: Fleet Services

COUNCIL AGENDA DATE: 12/18/2023

BID NO.: RFP# 10-102623

CONTRACT NO.:

DATE

OPENED: DESCRIPTION:

Fleet Services vehicle/equipment towing services.

PURPOSE:

Fleet Services requested bids for towing services for all city owned vehicles/equipment.

COMMENTS:

These services are required for safe transfer of disabled vehicles/equipment. Due to the many safety/environmental impacts an outside vendor is required for these services. The anticipated cost per year is \$95,000. The total cost for three (3) years is \$285,000.

RECOMMEND AWARD TO:

Specialty Towing and Recovery

AMOUNT:

\$285,000

JUSTIFICATION:

Specialty Towing and Recovery meets all requirements of the city of High Point. The attached will be a three (3) year contract with the option for two (2) additional years.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	524299			\$285,000
TOTAL BUDGETED AMOUNT				\$285,000

DEPARTMENT HEAD:

KEVIN ROGERS

Digitally signed by KEVIN ROGERS
Date: 2023.11.28 11:30:04 -05'00'

DATE:

11/28/2023

The Purchasing Division concurs with recommendation submitted by the Fleet Maint and recommends award to the lowest responsible, responsive bidder Specialty Towing & Recovery in the amount of 285,000.

PURCHASING
MANAGER:

Candy E. Harmon

Digitally signed by Candy E. Harmon
Date: 2023.11.28 14:00:53 -05'00'

DATE:

11/28/2023

Approved for Submission to
Council

FINANCIAL SERVICES DIRECTOR:

Bobby Fitzjohn

Digitally signed by Bobby Fitzjohn
Date: 2023.11.30 08:40:21 -05'00'

DATE:

11/30/2023

CITY MANAGER:

(For City Council Approval Only)

DATE:

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Fleet Services Tire Retreading Services	
FROM: Kevin Rogers, Fleet Director	MEETING DATE: December 18, 2023
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Formal Bid Recommendation Request for Proposals Bid Evaluation Tabulation Sheet	

PURPOSE:

The Fleet Services Department worked with the Purchasing Division to request proposals for tire retreading services.

BACKGROUND:

For several years Fleet Services have been working with several outside vendors to perform retreading services for our heavy-duty trucks. This service reduces the overall operational cost of fleet services and maintains proper inventory and safe practices. With the assistance of the Purchasing Division, a Request for Proposal (RFP) was sent to all local contractors to ensure that the best value was acquired by the city. McCarthy Tire was one of the vendors chosen through the evaluation process. The term of the contract will be three (3) years with the option of two (2) additional years. Fleet Services recommends McCarthy Tire for this service.

BUDGET IMPACT:

The price impact will be a yearly cost of approximately \$75,000 per year. The total cost of the contract will be \$225,000 with the option for two (2) additional years. This includes retreading services for several size tires for our heavy-duty vehicles. Funds are available in the 2023-2024 Budget.

RECOMMENDATION/ACTION REQUESTED:

The Fleet Services Department recommends that the City Council award a three (3) year contract for tire retreading services to McCarthy Tire in the amount of \$75,000 per year for a total of \$225,000 and two (2) optional renewal years and authorize the appropriate City Official(s) to execute all necessary documents.



City of High Point
Tire Retreading
RFP 11-101823 Evaluation Tabulation

Reviewer:	J Hix		D Hedrick		T. Jarrett		Total
Vendor Name							Average
Goodyear	55		55		55		55
McCarthy Tire	95		95		95		95
Parrish Tire	90		90		90		90
Snider Fleet	75		75		75		75

4
1
2
3

BID RECOMMENDATION

DEPARTMENT: Fleet Services

COUNCIL AGENDA DATE: 12/18/2023

BID NO.: RFP# 11-101823 CONTRACT NO.: DATE:

OPENED: DESCRIPTION:

Fleet Services tire retreading services.

PURPOSE:

Fleet Services requested bids for tire retreading services for all city-owned heavy duty vehicles/equipment.

COMMENTS:

These services are required for retreading tires for heavy duty vehicles/equipment. This service reduces the overall operational cost of fleet services and maintains proper inventory and safe practices. The anticipated cost per year is \$75,000. The total cost for three (3) years is \$225,000 with the option of two (2) additional years.

RECOMMEND AWARD TO: McCarthy Tire AMOUNT: \$225,000

JUSTIFICATION:

McCarthy Tire meets all requirements of the City of High Point. The attached will be a three (3) year contract with the option for two (2) additional years.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	524104			\$225,000
TOTAL BUDGETED AMOUNT				\$225,000

DEPARTMENT HEAD: KEVIN ROGERS Digitally signed by KEVIN ROGERS
Date: 2023.11.28 13:46:36 -05'00' DATE: 11/28/2023

The Purchasing Division concurs with recommendation submitted by the Fleet Maint and recommends award to the lowest responsible, responsive bidder McCarthy Tire in the amount of 225,000.

PURCHASING MANAGER: Candy E. Harmon Digitally signed by Candy E. Harmon
Date: 2023.11.28 14:08:42 -05'00' DATE: 11/28/2023

Approved for Submission to
Council

FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn
Date: 2023.11.30 08:38:55 -05'00' DATE:

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

Office of the Mayor
City of High Point
North Carolina

Proclamation...

WHEREAS, December 21, 2023, marks the first day of winter and is the longest night of the year; and

WHEREAS, the National Coalition for the Homeless and the National Health Care for the Homeless Council have designated December 21, 2023, as National Homeless Persons' Memorial Day; and

WHEREAS, the City of High Point, the City of Greensboro, and Guilford County have jointly designated December 21, 2023, as National Homeless Persons Memorial Day; and

WHEREAS, in the season of generosity and sharing, citizens of High Point are encouraged to commit themselves to promoting compassion and concern for all, particularly during the winter months that pose extreme hardships for High Point citizens who are less fortunate and without homes; and

WHEREAS, homelessness continues to be a serious challenge for many High Point citizens who have the right to adequate food, housing, clothing, safety and healthcare; and

WHEREAS, homelessness significantly increases one's risk of illness, injury and death; and

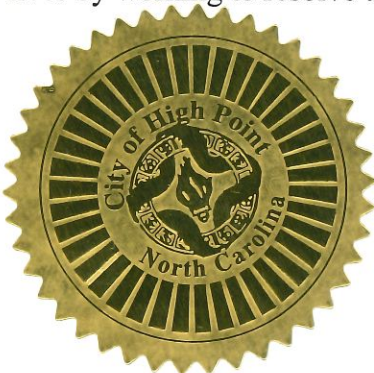
WHEREAS, the Homeless Memorial Dinner will take place in High Point on Tuesday, December 19, 2023, to honor those who have passed away in 2022 and 2023 because of homelessness; and

WHEREAS, by joining together and remembering our neighbors, we can honor their lives by working to provide solutions to end homelessness within the City.

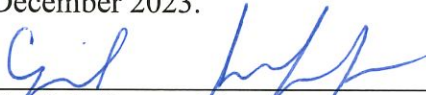
NOW THEREFORE I, Cyril Jefferson, Mayor of the City of High Point, do hereby declare December 21, 2023, as

National Homeless Persons' Memorial Day

to remember those who have died homeless and to encourage citizens to come together to celebrate their lives by working to resolve the factors that lead to homelessness within the City.



WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of High Point, North Carolina, this 18th day of December 2023.


Cyril Jefferson, Mayor

CITY OF HIGH POINT

AGENDA ITEM

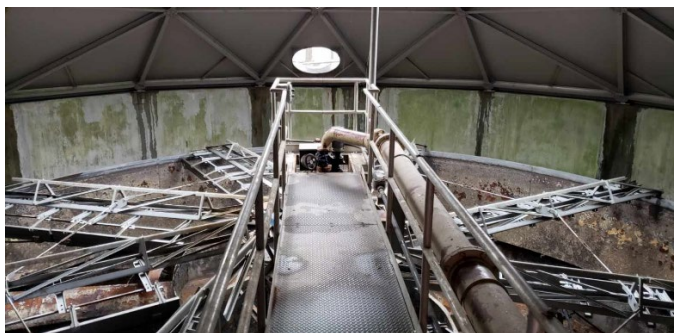
TITLE: Eastside Wastewater Treatment Plant - DAF #1 Drive Unit DBS Manufacturing	
FROM: Robby Stone, Public Services Director Derrick Boone, Asst. Public Services Director	MEETING DATE: December 18, 2023
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Quote Sole Source Letter	

PURPOSE: For the sole source purchase of a D30 pier mounted drive unit for the Dissolved Air Flotation (DAF) thickener #1 at the Eastside Wastewater Treatment Plant (WWTP).

BACKGROUND: There are three DAF thickeners at the Eastside WWTP. The DAF thickeners receive pumped waste activated sludge and scum from the final clarifiers, thicken the sludge, and then the sludge is pumped to the sludge blending tanks. The drive unit for DAF #1 is 15-years old and has failed. This is a direct replacement of the existing drive unit and will not require any alterations to the DAF unit.

BUDGET IMPACT: Funds for this project are available in the FY 2023-2024 budget.

RECCOMENDATION/ACTION REQUESTED: Public Services is recommending that DBS Manufacturing be approved as a sole source vendor for the purchase of the replacement drive unit for the total amount of \$47,400.



DAF #1



D30 Pier Mounted Drive Unit

DBS[®] MANUFACTURING

45 Southwoods Parkway Atlanta, Georgia 30354 USA
ph: 404-768-2131 fx: 404-761-6360
www.dbsmfg.com

Date 11/21/2023

Price Quotation

To: City of High Point, NC

Quote Number: 17227

(Inquiry #: 11603)

Attn: Peter LaVigne

Reference: East Side WWTP

Model Number:	D30-AL	Unit Price:	\$ 47,400.00
	Pier Mount Drive Unit	Quantity:	1
	Ø50ft DAF	Total:	\$ 47,400.00

Continuous Torque:	16,000 ft-lbs	Maximum Torque:	32,000 ft-lbs
Drive Motor:	Mill & Chemical 208/60/3	HP:	1 HP
Alarm Torque:	10,000 ft-lbs	Cutoff Torque:	14,000 ft-lbs
Mounting:	To match original	Output Speed:	0.21 RPM
Flange:	To match original	Speed Control:	N/A
Freight Terms:	Ex-Works	Valid Period:	60 Days
Delivery Estimate:	16-18 weeks	Terms:	Net 30 Days
Warranty:	10 Year on Main Gear/Bearing		

Features:

1. Retrofit for DM075-AE.
2. O&M Manual PDF.
3. Explosion Proof Digital Torque Meter with 4-20 mA torque output.
4. Explosion Proof Electrical Motor.
5. Digital Torque Meter with Alarm & Cutoff in aluminum housing.
6. Shear pin protection against torque overload.

Customer is responsible for verifying drive unit dimensions.

DBS[®] MANUFACTURING

DBS MANUFACTURING, INC. (DBS) TERMS, CONDITIONS OF SALE, AND WARRANTY

PRICES

Unless otherwise stated are FOB shipping point. Applicable taxes are not included. Standard commercial packaging only is included and other type packaging must be requested and priced accordingly.

Prices do not include cost of financing and a charge of 1½ % per month (18% annual rate) will be added for all overdue amounts. DBS may decline to deliver except for cash, or stop goods in transit if reason to question financial responsibility develops. Purchaser agrees to pay all cost of collection or securing or attempting to collect or secure the debt created by this purchase, including reasonable attorney's fees, whether or not involving litigation.

SHIPPING POINT

Unless otherwise stated, shipping points are that of manufacturer's plant and shall be FOB that point. Delivery of goods to initial carrier shall constitute delivery to the purchaser, and shipment shall then be at the purchasers risk with claims for losses or damages in transit with the carrier to be made and prosecuted by the purchaser.

CANCELLATIONS

As many products are tailor made to specific requirements and may have little commercial value or use to others, DBS cannot accept cancellations without prior specific approval and purchaser's agreement to accept charges for goods, time, labor, and expenses already achieved by manufacturer at time of desired cancellation.

PAYMENTS AND DEBITS

Payments shall be made via electronic method such as wire transfers and ACH. Paper payments including checks will not be accepted. Payments can be made with Letter of Credit SWIFT method. Fees will apply with every Letter of Credit issued and must follow DBS LOC requirements.

Within the standard accounting procedures of DBS, an invoice must be cleared through full payment, or a **credit memo issued by DBS**, or a combination thereof. DEBIT MEMOS CANNOT BE ACCEPTED AS PAYMENT OR PARTIAL PAYMENT. DBS will consider a debit memo only as a request for credit.

DELIVERY

Delivery estimates are made to the best of DBS's knowledge, and depend on promises made to DBS by other parties and suppliers. Where purchaser information, drawing approval or data is necessary to complete an order, the delivery period begins when complete information and approvals are received. When payment terms are defined as a percentage to accompany the order, delivery starts at the time the payment terms are fulfilled. When payment is by letter of credit, the delivery time starts upon DBS acceptance of the letter of credit. DBS will assume no responsibility for delays due to transportation, fires, strikes, floods, accidents, and other causes beyond DBS's control. DBS will not be liable for any damages whatsoever, whether direct, indirect, special or consequential resulting from missed delivery date.

RETURN GOODS

Goods may be returned only upon written authorization giving shipping instructions and identification procedure. Goods must be packaged properly to avoid damage in shipment. DBS reserves the right to charge for placing goods in salable condition plus a restocking charge and for any transportation charges paid by DBS. Products and systems manufactured to customer's specific specifications are not returnable.

STORAGE

Should delivery be delayed for reasons initiated by the buyer for a period of time extending thirty days beyond the delivery date stated on the buyer's PO, a charge of \$ 500.00 per month will be added to the invoice.

OSHA AND SAFETY REQUIREMENTS

Since OSHA requirements are so complex and since specific spot of use, personnel proximity, and inspector interpretation variation govern requirements, DBS cannot issue blanket statement of compliance. Therefore, should a general request of OSHA compliance appear on an order, DBS will accept the order only on the basis that such customer's OSHA compliance request does not apply and that DBS must be advised in writing of specific OSHA requirements involved, at which time will advise if they can be met. The installation and operation of products and systems purchased from DBS to be in safe manner and in conformance with applicable codes and regulations is the customer's responsibility.

LIMITED WARRANTY

Individual components sold by DBS or components used as part of any products manufactured by DBS shall carry no warranty other than that of the manufacturer of the component. Any other warranties as to the said components are specifically excluded by DBS. Products actually manufactured by DBS shall be warranted to be free from defects in material and workmanship for a period of eighteen (18) months from date of shipment by DBS or twelve (12) months from date of first operation whichever comes first, unless otherwise agreed in writing. Alteration, accident, neglect, improper application, improper maintenance or other misuse shall void any warranty of DBS OR its suppliers. On products manufactured by DBS, the obligation under this warranty is limited to replacement or repair of parts determined by DBS to be defective and no charges will be accepted for removal or replacement of equipment or parts. DBS reserves the right to request return of goods to the point of manufacture, freight prepaid, to determine the cause of failure, and refusal to comply with such request within a reasonable time will void any applicable warranty. DBS shall not be liable to any person or company for incidental or consequential damages, injury, or commercial loss resulting from any breach of warranty and under no circumstances shall DBS' liability exceed the contract price for the goods in question. THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. It shall be the responsibility of the purchaser to obtain written warranties from the manufacturers of components and to make proper claim for warranty repairs with such manufacturers, although DBS shall endeavor to provide copies of such written warranties upon request and assist in making warranty claims with component manufacturers. No DBS employee is authorized to warrant the suitability of system or products beyond the state of use or warranty by the manufacturer of component or system.

PATENT CLAIMS

As products sold by DBS may be used by the purchaser for functions beyond DBS' control, and the manufacturer of products sold exert their own patents policy, DBS shall not be held liable for

any patent infringements, and actions concerning patent questions shall be handled by DBS' manufacturer suppliers in accordance with their policies.

PARTIAL SHIPMENTS

Unless otherwise stated, DBS reserves the right to partial ship and bill accordingly.

PERFORMANCE

DBS can only furnish equipment to conform to the performance stated by the manufacturer of the component furnished, and cannot guarantee an end result or product, as DBS is entirely dependent on the customer to provide the data such as torques, speeds, pressures, forces, and operating conditions required for the specific application.

FORCE MAJEURE

Notwithstanding anything to the contrary contained herein, DBS shall not be liable for any delays or failure in performance resulting from acts beyond its reasonable control including, without limitations, acts of God, acts of war or terrorism, shortage of supply, pandemic, breakdowns or malfunctions, labor difficulties or civil unrest. Notwithstanding the forgoing, in the event of such occurrence, DBS agrees to make a good faith effort to perform its obligation hereunder.

ACCEPTANCE OF TERMS, CONDITIONS & WARRANTY

These terms and conditions constitute the complete agreement between purchaser and DBS, any printed statements on customer's order to be contrary notwithstanding. Any conditions other than these must be agreed to in writing to be applicable. The issuance of an order to DBS shall constitute acceptance by customer of these herein stated terms, conditions, and warranty.

Financial Services

Purchasing Division



NORTH CAROLINA'S INTERNATIONAL CITY™

Requisition #

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

Vendor: **DBS Manufacturing**

Item(s): **Replacement Drive Unit for DAF#1 at the Eastside WWTP**

Justification:

The drive unit for DAF #1 is 15-years old and has failed. This is a direct replacement of the existing drive unit and will not require any alterations to the DAF unit.

Estimated expenditure for the above item(s): **\$47,400**

Accounting Unit and Account(s):

621757-526101

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

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

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

Department Head/Authorized Personnel

Robby Stone

Digitally signed by Robby Stone
Date: 2023.11.21 15:40:47 -05'00'

Department/Division

Public Services - Eastside WWTP

Date

11-21-2023

APPROVAL PROCESS

Purchasing Manager

Financial Services Director

City Council (\$30,000 – Up)

Return to: Meghan Maguire, City Attorney
City of High Point
P.O. Box 230
High Point, NC 27261
Ordinance No. 7981 / 23-29

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

WHEREAS, The City of High Point has been petitioned under G.S. 160A-58.1, as amended, to annex the area described herein; and,

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

WHEREAS, a public hearing on this annexation was held at the Municipal Building at 5:30 p.m. on the 18th day of December, 2023; and,

WHEREAS, the City of High Point does hereby find as a fact that said petition meets the requirements of G.S. 160A-58.1 as amended;

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

SECTION 1. By virtue of the authority granted by G.S. 160A-58.1 as amended, the following described territory is hereby annexed, and made a part of the City of High Point as of **December 18, 2023**.

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

ANNEXATION DESCRIPTION

Doris Moorefield, et al

Annexation Case 23-03 (AN-23-03)

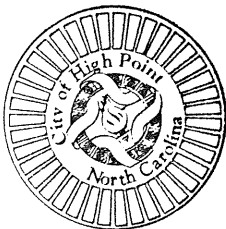
Beginning at a point, being the most eastern corner of lot 1 of "Division of: Roger L. Moorefield Estate", as recorded in plat book 42 page 119 in the Forsyth County Register of Deeds. Said point also being in the existing High Point City limits and "Open Space" as shown on "Final Plat Winter Garden Phase 2B", as recorded in plat book 58 page 74 in the Davidson County Register of Deeds; thence with the northern line of "Final Plat Winter Garden Phase 2B", as recorded in plat book 58 page 74 in the Davidson County Register of Deeds, and the northern line of "Winter Garden Phase 1", as recorded in plat book 56 page 93 in the Davidson County Register of Deeds, and with the existing High Point City limits, North 81 Degrees, 13 Minutes, 44 Seconds West, 696.57 feet, to a point; thence continuing with the existing High Point City limits and the northern line of "Winter Garden Phase 1", as recorded in plat book 56 page 93 in the Davidson County Register of Deeds, North 86 Degrees, 02 Minutes, 40 Seconds West, 233.18 feet, to a point in the northern right-of-way of Winter Garden Drive in the existing High Point City Limits, and the southeast corner of lot 7 block "F" of "Final Section One Cedarwood Hills", as recorded in plat book 23 page 47 in the Forsyth County Register of Deeds; thence with the eastern side of block "F" along the back of lots 7,6,5,4,3 and 1, of "Final Section One Cedarwood Hills", as recorded in plat book 23 page 47 in the Forsyth County Register of Deeds, North 04 Degrees, 47 Minutes, 30 Seconds East, 763.95 feet, to a point, the northeastern most corner of lot 1 block "F" of "Final Section One Cedarwood Hills", as recorded in plat book 23 page 47 in the Forsyth County Register of Deeds; thence with the northern line of lot 1 block "F" of "Final Section One Cedarwood Hills", as recorded in plat book 23 page 47 in the Forsyth County Register of Deeds, two calls, (1) North 82 Degrees, 45 Minutes, 40 Seconds West, 170.00 feet, to a point (2) South 52 Degrees, 14 Minutes, 20 Seconds West, 42.43 feet, to a point, in the eastern right-of-way of Cedarwood Trail, S.R. 4222 having an existing sixty-foot public right-of-way; thence with the east side of said road right-of-way, four calls, (1) North 04 Degrees, 12 Minutes, 20 Seconds East, 119.90 feet, to point (2) 406.54 feet along a curve to the left of radius 1096.26 feet, a chord bearing and distance of North 03 Degrees, 43 Minutes, 55 Seconds West, 404.21 feet, to a point (3) North 14 Degrees, 07 Minutes, 49 Seconds West, 151.38 feet, to a point (4) 38.92 feet along a curve to the right of radius 1036.26 feet, a chord bearing and distance of North 13 Degrees, 16 Minutes, 46 Seconds West, 38.92 feet, to a point, the southwestern most corner of lot 1 of plat for "Doris J. Moorefield", as recorded in plat book 72 page 83 in the Forsyth County Register of Deeds; thence leaving the right-of-way of Cedarwood Trail, two calls with lot 1 of plat for "Doris J. Moorefield", as recorded in plat book 72 page 83 in the Forsyth County Register of Deeds, (1) South 80 Degrees, 49 Minutes, 29 Seconds East, 306.17 feet, to a point (2) North 05 Degrees, 45 Minutes, 55 Seconds East, 71.10 feet, to a point in the eastern line of lot 1 of plat for "Doris J. Moorefield", as recorded in plat book 72 page 83 in the Forsyth County Register of Deeds, said point also being the westernmost corner of Janet G. Cecil, Deed Book 1819 Page 4310; thence with Cecils' line, South 48 Degrees, 34 Minutes, 16 Seconds East, 290.85 feet to a point, southeastern most corner of Cecil and the southwestern most corner of Darren and Holly South, Deed Book 3397 Page 2015; thence with Souths' line, South 51 Degrees, 02 Minutes, 06 Seconds East, 99.89 feet, to a point, Souths' southeastern most corner, and in the line of Donald and Linda Callahan, Deed Book

2450 Page 425; thence with Donald and Linda Callahan western line two calls, (1) South 22 Degrees, 06 Minutes, 28 Seconds West, 317.35 feet, to a point (2) South 02 Degrees, 33 Minutes, 23 Seconds West, 396.46 feet, to a point; thence with Donald and Linda Callahan, Robert and Tammy Grimes, Deed Book 1928 Page 539, and the south terminus of Trulite Church Road, a sixty-foot wide public right-of-way, Deed Book 1837 Page 3108 and David and Jackie Montgomery Revocable Trust, Deed Book 2367 Page 728; South 44 Degrees, 38 Minutes, 10 Seconds East, 932.00 feet, to the beginning containing **15.38 acres, more or less**. Being all of lot 1 of "Division of: Roger L. Moorefield Estate", recorded in plat book 42 page 119 in the Forsyth County Register of Deeds. Save and except a portion of said lot 1, as shown as "New lot 1" of plat for "Doris J. Moorefield", as recorded in plat book 72 page 83 in the Forsyth County Register of Deeds, and being all of Forsyth County Tax Parcel Number 6882-76-3263.

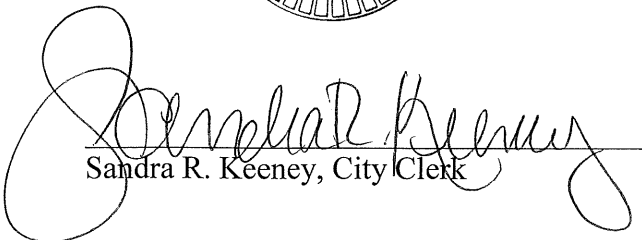
SECTION 2. Upon and after **December 18, 2023** the foregoing property and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of High Point, and shall be entitled to the same privileges and benefits as other parts of the City of High Point. Said territory shall be subject to municipal taxes according to G.S. 160A-58.3.

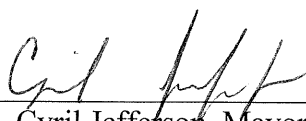
SECTION 3. The Mayor of the City of High Point shall cause to be recorded in the Office of the Register of Deeds for **Forsyth County** and in the Office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1, thereof, together with a duly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

Adopted by the City Council
City of High Point, North Carolina
The **18th** day of **December, 2023**.



ATTEST:

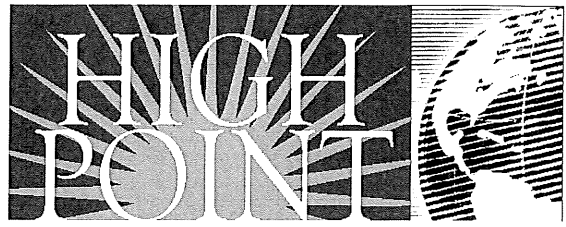

Sandra R. Keeney, City Clerk

By: 
Cyril Jefferson, Mayor

City Clerk's Office

Sandra Keeney

CITY CLERK



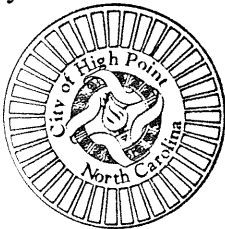
NORTH CAROLINA'S INTERNATIONAL CITY™

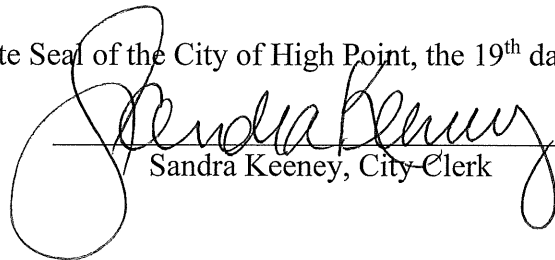
City of High Point
Municipal Office Building
211 South Hamilton Street
High Point, NC 27261

Certification

I, Sandra Keeney, City Clerk of the City of High Point, North Carolina, do hereby certify that the foregoing is a true and accurate Ordinance adopted by the City Council in official Session on December 18, 2023, and upon approval by City Council will be recorded in Book 98 of the Official Minute Books and Ordinance Book Volume XXIII, Ordinance No. 7981/23-29, page 29, Legislative File No. 2023-563 of this City, under my care, custody and control. As of this date, action to adopt said Ordinance has not been amended, rescinded or repealed and is in full force and effect.

WITNESS my hand and the Corporate Seal of the City of High Point, the 19th day of December 2023.

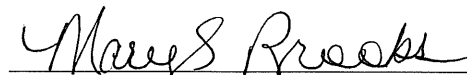



Sandra Keeney, City Clerk

ACKNOWLEDGEMENT

I, Mary S. Brooks, a Notary Public of said County and State, do hereby certify that Sandra Keeney, is known to me as City Clerk of the City of High Point; that this person personally appeared before me this date; and, upon authority duly given and as an act of said City, issued and executed the foregoing Certification.

WITNESS my hand and official Notarial Seal, this 19th day of December 2023.


Mary S. Brooks, Notary Public

Commission Expires: 7/26/2028

MARY S. BROOKS
NOTARY PUBLIC
Rockingham County
North Carolina
My Commission Expires July 26, 2028

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Oakwood Community Development Corporation Day Center	
FROM: Thanena Wilson, Director Community Development & Housing	MEETING DATE: December 18, 2023
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Floor Plan	

PURPOSE:

The objective of a Day Center is to provide a safe place for individuals and families without permanent living arrangements, including the most fragile and chronically homeless, and those with mental illness and/or physical disabilities. The Oakwood CDC Day Center will provide access to bathrooms, showers, toiletries, clean clothing, computer/phone/mail service, and meals. Limited case management services (including assistance obtaining identification documents), on-site medical services, and referral to needed community resources such as mental health counseling, substance abuse treatment, and transitional or permanent supportive housing. The proposed project is a construction upfit activity in an existing building built in 1986, and improvements will be made within the existing building structure. The project developer is Oakwood Community Development Corporation, and the project location is 2018 W. Green Drive, High Point, North Carolina 27260.

BACKGROUND:

Currently, High Point does not have a day center. The Oakwood CDC Day Center is a project that would address a pressing need in the community. The project is also in keeping with the objectives and purposes of Oakwood CDC, which are to serve low-income, homeless, and unemployed persons in the Guilford County, NC community through various programs and services. Oakwood CDC has served the homeless community since 2017 providing food, clothing, blankets, toiletries, and transportation.

The agency is part of the Guilford County Continuum of Care on Homelessness, and Community Development and Housing staff will provide technical assistance for organizational capacity building.

BUDGET IMPACT:

CDBG funds in the amount of \$158,400 will be provided, and there are sufficient funds in the FY2023-24 budget.

RECOMENDATION /ACTION REQUESTED:

Community Development and Housing staff recommends approval of the contract with Oakwood Community Development Corporation, and that the appropriate City official and/or employee be authorized to execute all necessary documents.



CITY OF HIGH POINT

AGENDA ITEM



TITLE: Smith Street Veterans Community	
FROM: Thanena Wilson, Director Community Development & Housing	MEETING DATE: December 18, 2023
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: NCHFA Final Commitment Letter Site rendering	

PURPOSE:

Smith Street Veterans Community is a tiny homes community that will consist of nine buildings comprising construction of two single family residential houses (1200 sq. ft.), six custom tiny houses (384 sq. ft.), and rehabilitation of one vacant residential house to be converted into an office/community building. The units will be made available for rent to unhoused veterans. Funding for the project is being provided through the North Carolina Housing Finance Agency (NCHFA), other private grants, and staff is proposing to provide \$154,000 in gap financing for the project.

BACKGROUND:

A conditional commitment was provided to Tiny House Community Development in June 2023 to assist in securing funding from NCHFA. Funding has been approved and a Final Commitment Letter has been issued. Because of the great need for affordable rental housing and housing for those who are unhoused, we believed continued support of the project to see it completed was necessary.

BUDGET IMPACT:

HOME Program funding will be provided in the amount of \$154,000 and there are sufficient funds in the FY2023-24 budget.

RECOMENDATION /ACTION REQUESTED:

Community Development and Housing staff recommends approval of the contract with Tiny House Community Development, and that the appropriate City official and/or employee be authorized to execute all necessary documents.



Smith Street Veterans Community





IMPORTANT NOTICE: The North Carolina Housing Finance Agency makes loans under the Supportive Housing Development Program on a competitive basis based upon the information submitted in the Application. Any change which occurs after the date of the Application, including the availability of additional financing from sources other than the Supportive Housing Development Program, will result in the Agency re-evaluating the qualifications of the Borrower for this loan program, and may result in a reduction of the loan amount or the cancellation of this Commitment.

A self-supporting
public agency

FINAL COMMITMENT LETTER

Scott Farmer
Executive Director

September 5, 2023

PO Box 28066
Raleigh, NC
27611-8066

Tiny House Community Development
Attn: Mr. Scott Jones
PO Box 20691
Greensboro, NC 27420-0691

3508 Bush Street
Raleigh, NC
27609-7509

Dear Mr. Jones:

TEL 919-877-5700
FAX 919-877-5701
www.nchfa.com

Based on your application dated March 02, 2022 ("Application") and supporting information, the request by TINY HOUSE COMMUNITY DEVELOPMENT ("Borrower") for a reservation of permanent mortgage loan funds under the Supportive Housing Development Program ("Program") for the construction of a six (6) tiny homes to provide housing for homeless veterans to be known as Smith Street Veterans Community ("Project") and the rehabilitation of a community center and located at 507, 511 and 513 Smith Street, High Point, Guilford County, North Carolina which includes land, improvements, easements and development rights (collectively, the "Property") has been approved by the North Carolina Housing Finance Agency ("Agency") subject to the conditions of this letter.

1. Significant Loan Terms

1.1 The loan shall be in the maximum amount of \$366,000.00 ("Loan"), bear an interest rate of zero percent (0.00%) and have a loan term of thirty (30) years ("Maturity Date"). The Loan will be evidenced by a Promissory Note, which will state the final loan terms, including repayments, if any, and secured by a first Deed of Trust on the Property. All unpaid principal and interest if any, shall be due in one balloon payment on the Maturity Date. The Loan will be subject to the terms of a Loan Agreement and a Declaration of Deed Restrictions. UCC fixture filings shall secure all personal property and fixtures. This Commitment Letter, the Promissory Note, Deed of Trust, Loan Agreement, Declaration of Deed Restrictions and any and all other documents executed in connection with the Loan are hereinafter referred to as the "Loan Documents."

1.2 The Loan proceeds shall be used for the partial costs for new construction of the Project. Said costs are identified in the Application and outlined on Exhibit A of this Commitment.

1.3 The Loan amount may be reduced, the repayment terms, including, among other things, the interest rate or the repayment amount, or this Commitment may be revised based on changes to any underlying assumption and/or upon the Agency's final underwriting at the time of final cost certification, in accordance with the terms of this Commitment Letter, for any one of the following reasons:

- (a) Failure to provide the HUD Settlement Statement and original executed Loan Documents required by this Commitment;

- (b) Lower costs of the improvements represented in the final cost certification than estimated in the Application and detailed in Exhibit A of this Commitment;
 - (c) Upon final underwriting, the Project appears to have sufficient cash flow to support loan repayment;
 - (d) Lower Total Replacement Cost represented in the final cost certification than estimated in the Application and detailed in Exhibit A of this Commitment;
 - (e) Any change in interest rate, loan amount, or terms of any financing source identified in the Application and detailed in Exhibit A of this Commitment;
 - (f) Any change in projected cash flow, resulting in a change in projected net operating income, from the information contained in the Application and detailed in Exhibit A of this Commitment;
 - (g) Any change in the sources or amounts of equity, including but not limited to additional grants received, a change in stock purchase, or the purchase of any beneficial ownership interest in the Borrower, from the information contained in the Application and contained in Exhibit A of this Commitment;
 - (h) Failure to receive management documents in a form acceptable to the Lender;
 - (i) Any material change in either the financial condition of Borrower or in the condition or value of the Property;
 - (j) Any change in any representation or information contained in the Application or contained in Exhibit A of this Commitment relating to the financial structure or beneficiary population of the Project; and
 - (k) The Agency may treat any promise, representation or other statement in the Application as material to its obligation under this Commitment letter.
- 1.4 The Borrower must achieve and maintain compliance with each and every term and condition of this Commitment Letter on the Loan Documents for the thirty (30) year Loan term ("Compliance Period"). If at any time prior to the end of the Compliance Period, the Borrower does not achieve and maintain such compliance, then the Borrower shall be in default under the Loan, and the total outstanding balance existing at the time of such default shall be immediately due and payable.
- 1.5 The Loan may be assumed only upon the prior written approval of the Agency. All terms and conditions of this Commitment Letter and the Loan Documents shall remain in effect for any successor and any successor shall assume all duties and obligations of the Borrower.
- 1.6 All leases and rents for all residential units in the Project shall be assigned to the Agency in the event of default.

2. Period of Performance

- 2.1 The Agency requires that all other public and private sources of Project financing, if any, be unconditionally committed to the Project before the Loan is closed. These written commitments must be submitted to, and approved by, the Agency as soon as possible and prior to closing the Loan. If all commitments have not been secured by this time, the Borrower may apply to the Agency for an extension. Extensions will be granted only if significant progress toward securing commitments can be demonstrated.
- 2.2 The Borrower agrees to proceed diligently with the construction of the Project.
- 2.3 The Borrower shall notify the Agency in writing within five (5) business days of any occurrence which makes it unlikely that these dates can be met. Time is of the essence with regard to all time periods and limitations set forth in this Commitment Letter. Extensions of time may be granted by the Agency at its sole discretion.

3. Conditions Precedent to Loan Closing

- 3.1 The following shall be delivered to Lender as soon as possible after execution of this Commitment and prior to closing the Loan:
- (a) A certified copy of the Certificate of Incorporation and a copy of the By-Laws of Borrower.
 - (b) An original Certificate of Legal Existence for the Borrower.
 - (c) A corporate resolution from Borrower authorizing all aspects of the transaction and execution of all required documentation.
 - (d) Evidence of insurance in a form satisfactory to Lender as disclosed on attached Schedule 1.
 - (e) Title insurance commitment protecting the Lender's mortgage interest in the Project. The policy of insurance must be in an amount not less than the principal amount of the Loan. The policy must insure the validity of the mortgage as a first mortgage on the Project. The policy must contain these necessary endorsements: comprehensive, blanket easement (if applicable), subdivision or separate tax parcel, and a zoning endorsement. The title insurance policy must also insure over facts discoverable by an inspection or survey of the Project and against mechanic's liens and right of undisclosed parties in possession.
 - (f) A signed construction contract in an amount acceptable to the Agency and conforming to the Development Budget attached as Exhibit A.
 - (g) (Reserved)
 - (h) The Borrower shall furnish the Agency a survey prepared by a surveyor, satisfactory to the Agency showing the boundaries of the Property, the location of any existing or proposed improvements, the courses and distances to and names of the nearest intersecting public streets or roads, the dimension and location of any and all set back lines, building lines, or side lines, if any, and all streets, roads, rights-of-way, easements, or similar matters affecting the Property.
 - (i) The Borrower shall submit to the Agency a final cost certification ("Cost Certification") no later than 180 days from the date of the Agency approves the final inspection of the Property. The Cost Certification shall be in a form approved by the Agency, must include all requisite and supporting documentation and shall be prepared by an independent Certified Public Accountant.
 - (j) Those items identified on the Project's Closing Checklist (attached hereto) or such other items reasonably required by Lender.

Satisfactory and timely completion of each item in this Section 3 (as determined by the Agency) is a condition to Lender's obligation to close the Loan and/or disburse funds.

4. Disbursement of Funds

4.1 Disbursement of Proceeds:

After final inspection of the Project by the Agency, the Borrower shall have one-hundred and eighty (180) days to provide the Agency with a Cost Certification. Upon approval of the Cost Certification by the Lender, subject to the terms of this Commitment Letter, the Agency agrees to disburse to the Borrower the Loan proceeds, which may be used only for the development costs of the Project as set forth in the Application and detailed in Exhibit A of this Commitment Letter. No funds will be disbursed until the Cost Certification is approved by the Agency.

4.2 The Agency will reduce the amount of the Loan Commitment under the conditions described in section 1.3.

- 4.3 Any changes in the Project or Property's improvements must have the prior written approval of the Agency.
- 4.4 All work shall be completed in compliance with all applicable legal requirements and restrictions, and the Borrower will keep the Property and improvements free from all liens for services, labor and materials throughout the terms of the Deed of Trust. The Agency shall require satisfactory evidence of the payment of all debts owed to contractors, surveyors, architects, engineers, materialmen and the like for labor done or professional services rendered, or material furnished under any contract with respect to any improvements. Moreover, the Agency shall have the right, but shall not be obligated, to disburse the proceeds of the Loan directly to any contractor, subcontractor, materialman, surveyor, engineer, architect or other person performing labor or services or delivering materials to the property which labor, services, or materials could form the basis for a lien against the Property.

5. Conditions Precedent to Disbursement

The Agency's obligation to disburse the Loan shall be subject to the satisfaction of the following conditions.

- 5.1 Each of the Borrower's representations and warranties contained in the Application and in this Commitment Letter shall continue to be true and shall not have been breached.
- 5.2 No event of noncompliance, as defined in this Commitment Letter, shall have occurred and continue to exist.
- 5.3 The Project was built in accordance with the final plans and specifications approved by the Agency and applicable state and federal laws and regulations, as confirmed by the final physical inspection by the Agency.
- 5.4 The actual development costs and actual funding for the project, as shown in the Cost Certification, meet the underwriting criteria of the Agency.
- 5.5 The Borrower shall furnish the Agency the executed original Promissory Note and the original Deed of Trust and Declaration of Deed Restrictions and Loan Agreement, evidencing proper recordation at the Guilford County Register of Deeds Office of the Deed of Trust and the Declaration of Deed Restrictions.
- 5.6 All requirements in section 3 of this Commitment Letter shall be satisfied prior to disbursement.

6. Procurement, Financial Management, and Audit

- 6.1 The Borrower agrees to submit annually an Audited Fiscal Year End Financial Statement for the Project no later than 120 days after the close of the property's fiscal year, in a format approved by the Agency throughout the term of the Loan. The Agency reserves the right to request audits from time to time in its reasonable discretions. The audit of the financial statements must be performed in accordance with generally accepted auditing standards.
- 6.2 (Reserved)
- 6.3 (Reserved)
- 6.4 The Borrower shall establish an account in its own general ledger for program funds received and shall account for such funds separately from funds received from all other sources.
- 6.5 The Borrower's financial management system shall provide for:
 - (a) Accurate, current, and complete disclosure of the financial results of the Program in accordance with the reporting requirements;
 - (b) Records that identify adequately the source and application of funds for activities supported by the Program;
 - (c) Effective control over and accountability for all funds advanced under this Commitment Letter and funding agreement;

- (d) Comparison of actual outlays with budgeted amounts for the Program;
- (e) Accounting records that are supported by source documentation;
- (f) Systematic methods to assure timely and appropriate resolution of audit findings and recommendations.

- 6.6 The Borrower shall maintain financial records, supporting documents, statistical records and all other records pertinent to this Program for a period of three (3) years. The retention period starts from the date of the submission of the Certification of Completion and Final Cost Certification or from the time this Commitment Letter and funding agreement is otherwise completed or terminated. If any litigation, claim or audit starts before the expiration of the three year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

7. Non-Displacement Policy

- 7.1 The Borrower may not permanently displace residents occupying the project site, unless relocation was disclosed in the Application and a relocation plan approved by the Agency.
- 7.2 Occupants may be displaced temporarily only if the Borrower submits to the Agency a written plan specifying the relocation assistance available, and the Agency has approved the plan in writing.

8. Representations, Warranties and Covenants

- 8.1 The Borrower is duly qualified to do business in the State of North Carolina, and has the power and authority to execute and perform all the undertakings of this Commitment Letter and the approved project.
- 8.2 This Commitment Letter shall be governed and construed in accordance with the laws of the State of North Carolina.
- 8.3 There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or agency, or to the knowledge of the Borrower, threatened against or affecting it, which, if adversely determined, would materially impair its right or ability to carry on business as now conducted, or as contemplated under this Commitment Letter, or that would materially adversely affect its financial condition.
- 8.4 The Borrower shall not sell, assign, transfer or otherwise convey any of its interests under this Commitment Letter. The Borrower shall not transfer or contract to transfer any of its controlling corporate stock, during the period of this Commitment.
- 8.5 The Borrower has not executed and will not execute any agreements with provisions contradictory to, or in opposition to, the provisions of this Commitment Letter.
- 8.6 The Borrower will hold harmless and indemnify the Agency from any and all claims, including reasonable attorneys fees, for injury or damage to persons or property which may arise in connection with work performed with the Loans provided under this Commitment Letter.
- 8.7 The Borrower agrees that the Project will consist of six (6) tiny homes to provide housing for homeless veterans. At least fifty eight percent (58%), four (4) of the units must be reserved for and occupied by individuals whose Household Income does not exceed fifty percent (50%) of area median income. The remaining two (2) tiny homes must be reserved for and occupied by families whose Household Income does not exceed thirty percent (30%) of the area median income as calculated by HUD.

Maximum monthly rents must comply with information contained in the Application and detailed in Exhibit B of this Commitment Letter. Under no circumstances may rent and utilities combined exceed thirty percent (30%) of the population's targeted gross monthly income. The Borrower agrees to report to the Agency annually on the income levels of the occupants of the Project, and average monthly rent, utility expenses, and program fees for each resident or unit as applicable.

- 8.8 The Borrower must affirmatively market all units consistent with Agency procedures.

- 8.9 The Project must meet the requirements of the current Model Energy Code published by the Council of American Building Officials. Each substantially rehabilitated unit must meet the Agency's Energy Standards.
- 8.10 The Borrower agrees to maintain the Project and the individual residential bedrooms including fixtures, equipment, appliances and grounds in good repair and condition and to provide decent, safe, and sanitary housing conditions during the period of ownership.

9. Termination

This Commitment Letter may be terminated if any of the following occur:

- 9.1 Any of the items to be delivered are not delivered within the time and in the form required by the Agency.
- 9.2 Any representation made by the Borrower in the Application or in this Commitment Letter, are changed or prove to be incorrect, untrue, misleading, or cannot be performed or fulfilled. All representations, information, and conditions are material for the purposes of the Agency making this Commitment to the Borrower.
- 9.3 Any portion of the Project premises has been taken by condemnation or eminent domain or is subject to pending proceedings for such purpose.

10. Publicity

- 10.1 The Borrower may publicize its participation in the Program and the conduct of activities under this Agreement without prior review by the Agency, provided that all communications contain the following language:

"This program was sponsored by Tiny House Community Development with funds provided by the North Carolina Housing Finance Agency." Copies of publications or news releases shall be furnished to the Agency.

11. Inspection and Access to Records

- 11.1 The Agency, or its authorized representatives, shall have the right to inspect the Project for the purposes of determining if the terms and conditions of this Agreement are being met throughout the Compliance Period.
- 11.2 The Agency, or its authorized representatives, shall have the right to inspect the Borrower's books and records regarding the use of the Loan proceeds and to determine the Borrower's compliance with the terms and conditions of this Commitment Letter, the Promissory Note, the Deed of Trust, the Declaration of Deed Restrictions and the Loan Agreement.

12. Prohibited Activity

- 12.1 None of the funds provided under the Program shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.
- 12.2 There shall be no religious instruction conducted in connection with the performance of this Commitment, and no unwelcome or unsolicited religious influence shall be exerted in the provision of housing and supportive services.
- 12.3 The Borrower will not discriminate against any person employed in the performance of this Commitment, or against any applicant for assistance, because of race, sex, age, religion, creed, color, handicap, family status, or national origin. The Borrower will ensure that applicants are processed and employees are treated during employment, without regard to race, sex, age, religion, creed, color, handicap, family status, or national origin.

13. Expiration of Commitment

- 13.1 This Commitment Letter and all of the Agency's obligations hereunder shall automatically expire and terminate unless the Commitment Letter is accepted by the Borrower and returned in executed form to the Agency no later than thirty (30) days from the date of this letter. Further, this Commitment Letter shall automatically expire and terminate unless the Loan closing occurs no later than two years from the date of this letter.

14. Standards

- 14.1 Unlike a private commercial lender, the Agency is concerned not only with lending issues such as the credit worthiness of the Borrower and the security for its loan, the Agency is also concerned with achieving certain public policy objectives in using the limited funds available through the Housing Trust Fund. These public policy objectives include:
- 1) assisting projects serving populations with special housing needs;
 - 2) serving very low- and low-income households;
 - 3) adding units to the emergency, transitional, and permanent housing stock that will be affordable to homeless persons and those with special needs on a long-term basis;
 - 4) to provide matching funds for leveraging other public housing and service programs; and
 - 5) providing an equitable geographic distribution of Program funds across the State.
- 14.2 In determining how changes in information, representations, and circumstances will affect this Commitment, a combination of private commercial lending standards and the public policy objectives will be applied in good faith by the Agency, the Agency being solely and uniquely qualified to make these determinations. Borrower agrees that under no circumstances shall the Agency be liable to the Borrower for consequential damages or any action predicated on tort as a result of this Commitment or any change or termination of this Commitment.

15. Electronic Signatures

- 15.1 Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.
- 15.2 Electronic signature means any electronic symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record.

The Borrower must indicate acceptance by executing and returning to the Agency the original of this letter. This must be received by the date stated in Section 13 above or the Loan Commitment will automatically expire.

Sincerely,

NORTH CAROLINA HOUSING FINANCE AGENCY

DocuSigned by:
By: Nancy B. Bloebaum (seal)
Nancy B. Bloebaum

Title: Manager of Supportive Housing Development Programs

Date: 9/5/2023

On behalf of Tiny House Community Development, I acknowledge that I understand and agree to comply with the terms and conditions of this Final Commitment letter and the Supportive Housing Development Program ("SHDP") Loan (as described herein).

Accepted

Tiny House Community Development,
a North Carolina nonprofit corporation

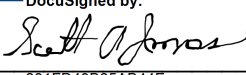
DocuSigned by:
By:  (seal)
281FD49B25AB44E
Typed Name: Scott Jones
Title: Executive Director
Date: 9/5/2023

Exhibit A Eligible Uses

Smith Street Veteran Community

2022 SHDP Application Spreadsheet: Development Budget

Uses of Funds

	Cost Items	Cost to Project	Totals
1	Land acquisition	\$ -	
2	Site improvements	\$ 75,000	
3	Off-site improvements	\$ -	
4	TOTAL IMPROVED LAND		\$ 75,000
5	Building acquisition	\$ -	
6	Rehabilitation	\$ 75,000	
7	Demolition	\$ 8,400	
8	New construction	\$ 314,226	
9	Construction contingency	\$ 30,600	
10	General requirements	\$ 18,360	
11	Contractor overhead and profit	\$ 25,092	
12	Other (specify):	\$ -	
13	TOTAL CONSTRUCTION		\$ 471,678
14	Architectural design	\$ -	
15	Construction inspection	\$ 3,000	
16	Civil engineer	\$ -	
17	Soils engineer	\$ -	
18	Other Engineer (specify):	\$ -	
19	Construction insurance	\$ 2,500	
20	Construction loan origination fee	\$ 3,000	
21	Construction loan interest	\$ 10,000	
22	Construction period real estate taxes	\$ -	
23	Water/Sewer impact fees	\$ -	
24	Other Impact Fees (specify):	\$ -	
25	Survey	\$ 2,500	
26	Property appraisal	\$ -	
27	Phase I environmental report	\$ 1,800	
28	Payment and performance bond	\$ -	
29	Permanent loan origination fee	\$ -	
30	Title and recording fees	\$ 1,500	
31	Advanced Energy or Energy Efficiency Consultant	\$ -	
32	Cost certification fee	\$ 3,500	
33	Real estate attorney	\$ 1,500	
34	Other legal costs	\$ 3,349	
35	Other (specify):	\$ -	
36	Other (specify):	\$ -	
37	Other (specify):	\$ -	
38	TOTAL SOFT COSTS		\$ 32,649
39	Developer's Fee	\$ 13,500	
40	Consultant's Fee	\$ -	
	DEVELOPER AND CONSULTANT FEES TOTAL		
	* Max. \$13,500/unit allowed for New Const/Sub Rehab of rental units		
	* Max. \$6,750/unit allowed for Acquisition/Moderate Rehab of rental units		
41	* Max. 12% (Lines 4+13+38) for nonrental housing without units (i.e. shelters)		\$ 13,500
42	Furnishings and equipment	\$ 8,000	
43	Escrows for (specify):	\$ -	
44	Operating Reserve (min. 6 months Operating Expenses)	\$ 15,228	
45	Other (specify): Landscaping	\$ 12,000	
46	TOTAL OTHER EXPENSES		\$ 35,228
47	TOTAL DEVELOPMENT BUDGET		\$ 628,055

Exhibit A Eligible Sources of Funds

Smith Street Veteran Community

2022 SHDP Application Spreadsheet: Sources of Funds

	Source	Amount of Funds	Type: Loan, Grant, Equity, Other?	Loan Term (years)	Amortizing Period	Interest Rate
48	NCHFA Supportive Housing Development Program	\$ 366,000.00	Loan	30	30	0
49	Capital Campaign	\$ -				
50	Foundations	\$ -				
	Name: Canon Foundation grant	\$ 25,000.00	Grant			
	Name:	\$ -				
	Name:	\$ -				
51	Bank Loan	\$ -				
52	Capital Campaign	\$ -				
53	Federal Home Loan Bank	\$ -				
54	Home Depot Grant	\$ 14,998.70	Grant			
55	Other: City of High Point CDBG - Service Agreement	\$ 50,000.00	Grant			
56	Other: City of High Point CDBG/HOME Funds	\$ 154,000.00	Grant			
57	Other: Payments Made By Borrower	\$ 18,056.30	Equity			
	TOTAL SOURCES					
58	(must equal Total Development Budget)	\$ 628,055.00				

**RIDER #1 TO FINAL COMMITMENT LETTER
(FLEXIBLE ASSISTANCE FUND)**

PROGRAM: SUPPORTIVE HOUSING DEVELOPMENT PROGRAM

SOURCE OF FUNDS: FLEXIBLE ASSISTANCE FUNDS

PROGRAM REGULATIONS: Regulations promulgated pursuant to the North Carolina Housing Finance Agency's Supportive Housing Development Program

1. Low Income and Affordable Requirements. At all times during the term of the Loan the Project shall meet the following minimum requirements:

Low Income Occupancy Requirement. At least fifty eight percent (58%), four (4), of the units must be reserved for and occupied by individuals whose Household Income does not exceed fifty percent (50%) of area median income. The determination of whether a tenant meets this requirement shall be made by the Borrower at least annually on the basis of the then current income of such tenant and the guidelines established by the Program. Rents may only be increased with the Lender's prior written approval.

The remaining two (2) residential units in the Projects must be reserved for and occupied by homeless veterans whose Household Income does not exceed thirty percent (30%) of the area median income as calculated by HUD. The determination of whether a tenant meets this Low Income Requirement shall be made by the Owner at least annually on the basis of the then current income of such tenant and the guidelines established by the Program.

Affordable Rents Requirement. Residents of these units shall be charged no more than thirty percent (30%) of the targeted Household Income listed above for rent and utilities. When rental subsidies are combined with thirty percent (30%) of tenant income, total rent may not be more than the area Fair market Rent, as determined by The U.S. Department of Housing and Urban Development (HUD). Affordable Rents may be revised in writing by Lender as updated median income levels are provided by HUD. Each revision will be effective as of the date of the Lender's written notice. Rents may only be increased with the Lender's prior written approval.

2. Occupancy Requirement. All units in the Project will be occupied on a continuous basis throughout the Compliance Period by homeless veterans.
3. Vacancies. Units that have Affordable Rents and are available to qualified occupants, but are vacant, are eligible to meet the Low-Income Requirement set out above. A vacant unit will not be eligible if the vacancy is attributable to the substandard condition of the unit, or other factors under the control of the Borrower.
4. Reporting Requirements. The Borrower agrees to submit periodically to the Lender an affidavit executed by the Borrower (or other report prescribed by the Lender) stating the income levels of qualified occupants and that no default has occurred under this Commitment or the Note or any other documents evidencing or securing the SHDP Loan. The affidavit must be in the form provided by or otherwise acceptable to Lender. The first affidavit shall be submitted by the Borrower to the Lender at the later of six months after the receipt of the certificate of occupancy for the Project or ninety days after the date of the Declaration and thereafter affidavits shall be submitted annually within 30 days of the end of the calendar year.

EXHIBIT B**AFFORDABLE RENTS**

Smith Street Veterans Community
 Guilford County, North Carolina
 August 30, 2023

# Units	# BRs	Net Rent	Utilities	Gross Rent	Affordable To
4	1	\$725	\$0	\$725	50% AMI
2	1	\$472	\$0	\$472	30% AMI

All utilities paid by owner

Median Income: \$ 83,600.00 (2023)

These maximum gross rents listed above and approved by the North Carolina Housing Finance Agency meet the underwriting criteria established for the Supportive Housing Development Program. Initial gross rents in the Project, if any, may not exceed these limits. Rents may be increased only after the receipt of written permission by the Agency.

Schedule 1 Insurance

So long as this Agreement is in effect, or any of the Loan remains outstanding or unpaid, Borrower shall keep or cause to be kept in full force and effect the following types of insurance coverage in a form satisfactory to Lender:

I. COVERAGE REQUIREMENTS

- A. **Construction Phase.** During any period of construction on the Property, Borrower must carry, or cause to be carried, the following insurance:

1. **All-Risk Builder's Risk Insurance:**

a. Coverage Amount: Equal to the face amount of the construction contract(s), including providing for one hundred percent (100%) of the full replacement cost of work in place and materials stored at or upon the property. For rehabilitation projects, the building value is to be included in the Builder's Risk policy or under a separate policy.

b. Deductible(s): None.

c. Lender Interest: Loss Payee and Mortgagee

2. **Commercial General Liability Insurance:**

a. Coverage Amount: Must be "per project" or "per location," and provide on an "occurrence" basis against claims for "personal injury" liability and liability for death, bodily injury and damage to property, products and completed operations, in limits satisfactory to Lender with respect to any one occurrence and the aggregate of all occurrences per project. The amount of coverage shall be in a minimum amount of \$1,000,000.00 for bodily injury and property damage for any single occurrence and \$2,000,000.00 aggregate per location or project.

b. Deductible(s): Deductibles shall be in an amount satisfactory to Lender, but in no event should be greater than the following:

For policies less than or equal to \$5,000,000, no deductible greater than \$15,000 per occurrence.

For policies greater than \$5,000,000, no deductible greater than \$25,000 per occurrence.

c. Lender Interest: Additional Insured

The liability insurance must be in the form of an Acord 25 Certificate of Liability Insurance. Such insurance shall name Lender as an additional insured and have an Additional Insured Endorsement as well as an endorsement for 30 days' Notice of Non-Renewal or Cancellation, except for 10 days' notice for non-payment of premium.

3. **Worker's Compensation Insurance:**

a. Coverage Amount: Such amount as is required by North Carolina Law and to the extent necessary to protect any third party and the mortgaged premises against worker's compensation claims.

b. Deductible(s): No greater than \$10,000 per occurrence.

c. Lender Interest: None

4. **Flood Insurance:** If at any time any portion of any structure on the Property is insurable against Casualty by flood and is located in a Special Flood Hazard Area under the Flood Disaster Protection Act of 1973, as amended, a flood insurance policy, in a form acceptable to Lender, is required.

a. Coverage Amount: An amount at least equal to the outstanding principal balance of the loan, or the maximum amount of insurance available with respect to the project under the National Flood Insurance Act, whichever is less.

b. Deductible(s): Deductibles shall be in an amount satisfactory to Lender, but in no event should be greater than the following:

For policies less than or equal to \$5,000,000, no deductible greater than \$15,000 per occurrence.

For policies greater than \$5,000,000, no deductible greater than \$25,000 per occurrence.

c. Lender Interest: Additional Insured

Borrower shall provide Lender with a Flood Certification indicating whether or not the Project is in a designated flood zone.

5. **General Contractor Coverage:** In addition to the foregoing, during any period of construction on the Property, Borrower shall cause the General Contractor to provide and maintain comprehensive (commercial) general liability insurance and workers' compensation insurance for all employees of the General Contractor meeting, respectively, the requirements of items 2 and 3, above.

B. Permanent Insurance (after construction).

1. **Commercial Property Insurance:** When the project is eligible for such insurance, commercial property insurance for the benefit of the Lender must be provided regarding the mortgaged premises (including all fixtures and personal property and including all risks of direct physical loss, including loss by fire, lightning, collapse and other risks which at the time are included under "extended coverage" endorsements).

a. Coverage Amount: Equal to one hundred percent (100%) of the full replacement cost of the improvements.

b. Deductible(s): Deductibles shall be in an amount satisfactory to Lender, but in no event should be greater than the following:

For policies less than or equal to \$5,000,000, no deductible greater than \$15,000 per occurrence.

For policies greater than \$5,000,000, no deductible greater than \$25,000 per occurrence.

c. Lender Interest: Mortgagee and Loss Payee

The property insurance must be in the form of an Acord 28 Evidence of Commercial Property Insurance. Such insurance shall name Lender as Mortgagee and Loss Payee, and have an endorsement for 30 days' Notice of Non-Renewal or Cancellation, except for 10 days' notice for

non-payment of premium. The notice of cancellation requirement must be specifically stated on the evidence of property insurance.

2. Commercial General Liability Insurance:

a. Coverage Amount: Must be "per project" or "per location," and provide on an "occurrence" basis against claims for "personal injury" liability and liability for death, bodily injury and damage to property, products and completed operations, in limits satisfactory to Lender with respect to any one occurrence and the aggregate of all occurrences per project. The amount of coverage shall be in a minimum amount of \$1,000,000.00 for bodily injury and property damage for any single occurrence and \$2,000,000.00 aggregate per location or project.

b. Deductible(s): Deductibles shall be in an amount satisfactory to Lender, but in no event should be greater than the following:

For policies less than or equal to \$5,000,000, no deductible greater than \$15,000 per occurrence.

For policies greater than \$5,000,000, no deductible greater than \$25,000 per occurrence.

c. Lender Interest: Additional Insured

The liability insurance must be in the form of an Acord 25 Certificate of Liability Insurance. Such insurance shall name Lender as an additional insured and have an Additional Insured Endorsement as well as an endorsement for 30 days' Notice of Non-Renewal or Cancellation, except for 10 days' notice for non-payment of premium.

3. Worker's Compensation Insurance:

a. Coverage Amount: Such amount as is required by North Carolina Law and to the extent necessary to protect any third party and the mortgaged premises against worker's compensation claims.

b. Deductible(s): No greater than \$10,000 per occurrence.

c. Lender Interest: None

4. Flood Insurance: If at any time any portion of any structure on the Property is insurable against Casualty by flood and is located in a Special Flood Hazard Area under the Flood Disaster Protection Act of 1973, as amended, a flood insurance policy, in a form acceptable to Lender, is required.

a. Coverage Amount: An amount at least equal to the outstanding principal balance of the loan, or the maximum amount of insurance available with respect to the project under the National Flood Insurance Act, whichever is less.

b. Deductible(s): Deductibles shall be in an amount satisfactory to Lender, but in no event should be greater than the following:

For policies less than or equal to \$5,000,000, no deductible greater than \$15,000 per occurrence.

For policies greater than \$5,000,000, no deductible greater than \$25,000 per occurrence.

- c. Lender Interest: Additional Insured

Borrower shall provide Lender with a Flood Certification indicating whether or not the Project is in a designated flood zone.

5. **Fidelity Insurance:** For any project collecting rents, fidelity or crime policies must provide that the insurance company will provide protection to the insured against loss of project money, securities and property through any criminal or dishonest acts committed by any employee. A Blanket Crime Policy or a Fidelity Bond (position bond) is acceptable in a form satisfactory to the Lender.

- a. Coverage Amount: An amount at least equal to three (3) months' gross cash flow.
- b. Deductible(s): No greater than \$10,000 per occurrence.
- c. Lender Interest: None

II. **POLICY REQUIREMENTS.**

1. **Insurance Company:** Each policy of insurance shall be issued by one or more insurance companies each of which meet the following criteria:

- a. A.M. Best Company financial and performance rating: "A-" or better, Demotech Financial Stability Rating: "A (Exceptional)" or better.
- b. Licensed: By the State of North Carolina to conduct the business of insurance in North Carolina.

2. **Policy Coverage:** Each policy shall provide that such policy shall:

- a. Cancellation: Policy may not be cancelled or modified without at least thirty (30) days prior written notice to Lender (the clause shall not state that the insurer will "endeavor" to send such notice or that no liability attaches to the insurer for failure to send such notice).
- b. Negligence of Borrower: Policy shall provide that any loss otherwise payable thereunder shall be payable notwithstanding any act or negligence of Borrower which might, absent such agreement, result in a forfeiture of all or a part of such insurance payment.
- c. Agency Loss Payee/Mortgagee/Additional Insured Clause:

The policy shall list the Lender's name and address exactly as:

North Carolina Housing Finance Agency, ISOA, ATIMA,
P.O. Box 28066, Raleigh NC 27611-8066
APN: 9281693

III. **DELIVERY OF POLICIES, RENEWALS, NOTICES, AND PROCEEDS.**

Borrower shall:

1. cause all insurance policies (including any policies not otherwise required by Lender) which can be endorsed with standard non-contributing, non-reporting mortgagee clauses making loss payable to Lender (or Lender's assigns) to be so endorsed;
2. promptly deliver to Lender a copy of all renewal and other notices received by Borrower with respect to the policies and all receipts for paid premiums;

3. deliver evidence, in form and content acceptable to Lender, that each required insurance policy under has been renewed not less than fifteen (15) days prior to the applicable expiration date, and (if such evidence is other than an original or duplicate original of a renewal policy) deliver the original or duplicate original of each renewal policy (or such other evidence of insurance as may be required by or acceptable to Lender) in form and content acceptable to Lender within ninety (90) days after the applicable expiration date of the original insurance policy;
4. provide immediate written notice to the insurance company and to Lender of any event of loss;
5. execute such further evidence of assignment of any insurance proceeds as Lender may require; and
6. provide immediate written notice to Lender of Borrower's receipt of any insurance proceeds under any insurance policy required above and, if requested by Lender, deliver to Lender all of such proceeds received by Borrower to be applied by Lender in accordance with this Agreement.

IV. LENDER'S ONGOING INSURANCE REQUIREMENTS.

Borrower acknowledges that Lender's insurance requirements may change from time to time. All insurance policies and renewals of insurance policies required by this Agreement shall be:

1. in the form and with the terms required by Lender;
2. in such amounts, with such maximum deductibles and for such periods required by Lender; and
3. issued by insurance companies satisfactory to Lender.

BORROWER ACKNOWLEDGES THAT ANY FAILURE OF BORROWER TO COMPLY WITH THE REQUIREMENTS SET FORTH ABOVE SHALL PERMIT LENDER TO PURCHASE THE APPLICABLE INSURANCE AT BORROWER'S COST. SUCH INSURANCE MAY, BUT NEED NOT, PROTECT BORROWER'S INTERESTS. THE COVERAGE THAT LENDER PURCHASES MAY NOT PAY ANY CLAIM THAT BORROWER MAKES OR ANY CLAIM THAT IS MADE AGAINST BORROWER IN CONNECTION WITH THE MORTGAGED PROPERTY. IF LENDER PURCHASES INSURANCE FOR THE MORTGAGED PROPERTY AS PERMITTED HEREUNDER, BORROWER WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING INTEREST AT THE DEFAULT RATE AND ANY OTHER CHARGES LENDER MAY IMPOSE IN CONNECTION WITH THE PLACEMENT OF THE INSURANCE UNTIL THE EFFECTIVE DATE OF THE CANCELLATION OR THE EXPIRATION OF THE INSURANCE. THE COSTS OF THE INSURANCE SHALL BE ADDED TO BORROWER'S TOTAL OUTSTANDING BALANCE OR OBLIGATION AND SHALL CONSTITUTE ADDITIONAL INDEBTEDNESS. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE BORROWER MAY BE ABLE TO OBTAIN ON ITS OWN. LENDER WILL CANCEL ANY INSURANCE PURCHASED, BUT ONLY AFTER RECEIVING EVIDENCE THAT BORROWER HAS OBTAINED INSURANCE, MEETING THE REQUIREMENTS STATED HEREIN, AS REQUIRED BY THIS AGREEMENT AND OTHER LOAN DOCUMENTS.

V. APPLICATION OF PROCEEDS ON EVENT OF LOSS.

1. Upon an event of loss, Lender may, at Lender's option:
 - a. hold such proceeds to be applied to reimburse Borrower for the cost of Restoration (in accordance with Lender's then-current policies relating to the Restoration of similar multifamily residential properties); or

- b. apply such proceeds to the payment of the Indebtedness, whether or not then due; provided, however, Lender shall not apply insurance proceeds to the payment of the Indebtedness and shall permit Restoration if all of the following conditions are met:
 - i. Borrower immediately notified Lender of the casualty giving rise to the claim;
 - ii. No Event of Default has occurred and is continuing (or any event which, with the giving of written notice or the passage of time, or both, would constitute an Event of Default has occurred and is continuing);
 - iii. Lender determines that the combination of insurance proceeds and amounts provided by Borrower will be sufficient funds to complete the Restoration;
 - iv. Lender determines that the Net Cash Flow generated by the Mortgaged Property after completion of the Restoration will be sufficient to support a debt service coverage ratio not less than the debt service coverage ratio immediately prior to the event of loss, but in no event less than 1.15x (the debt service coverage ratio shall be calculated on a thirty (30) year amortizing basis (if applicable, on a proforma basis approved by Lender) in all events and shall include all operating costs and other expenses, Imposition Deposits, deposits to Collateral Accounts, and Mortgage Loan repayment obligations);
 - v. Lender determines that the Restoration will be completed before the earlier of (1) one year before the stated Maturity Date, or (2) one year after the date of the loss or casualty; and
 - vi. Borrower provides Lender, upon written request, evidence of the availability during and after the Restoration of the insurance required to be maintained by Borrower pursuant to this Agreement.
 - vii. All proceeds of property damage insurance shall be issued in the form of joint checks to Borrower and Lender;
 - viii. Borrower shall deliver to Lender evidence satisfactory to Lender of completion of the Restoration and obtainment of all lien releases;
 - ix. Borrower shall have complied to Lender's satisfaction with the foregoing requirements on any prior claims subject to this provision, if any; and
 - x. Lender shall have the right to inspect the Mortgaged Property (subject to the rights of tenants under the Leases).
2. If Lender elects to apply insurance proceeds to the Indebtedness in accordance with the terms of this Agreement, Borrower shall not be obligated to restore or repair the Mortgaged Property. Rather, Borrower shall restrict access to the damaged portion of the Mortgaged Property and, at its expense and regardless of whether such costs are covered by insurance, clean up any debris resulting from the casualty event, and, if required or otherwise permitted by Lender, demolish or raze any remaining part of the damaged Mortgaged Property to the extent necessary to keep and maintain the Mortgaged Property in a safe, habitable, and marketable condition. Nothing in this Section shall affect any of Lender's remedial rights against Borrower in connection with a breach by Borrower of any of its obligations under this Agreement or under any Loan Document, including any failure to timely pay Monthly Debt Service Payments or maintain the insurance coverage(s) required by this Agreement.

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Zoning Map Amendment 23-29 (Segamore Homes NC)	
FROM: Sushil Nepal, AICP Planning & Development Director	MEETING DATE: December 18, 2023
PUBLIC HEARING: Yes	ADVERTISED DATE/BY: December 8 & 13, 2023 Planning & Development
ATTACHMENTS: A. Staff Report B. Zoning Ordinances	

PURPOSE:

A request by Sagamore Homes NC, to rezone an approximate 14.25-acre parcel from the Residential Single Family – 20 (RS-20) District, within Forsyth County’s zoning jurisdiction, to a Conditional Zoning Residential Single Family – 5 (CZ R-5) District. The site is located along the east side of Cedarwood Trail, approximately 580 feet south of N. Main Street.

BACKGROUND:

The Planning and Zoning Commission reviewed this request at their November 14, 2023 public hearing. All members of the Commission were present. Mr. Herbert Shannon, Senior Planner, presented the case and recommended approval of the request as outlined in the staff report.

Speaking on the request:

The applicant’s representative, Ms. Judy Stalder, 1012 Wellington Street, High Point, spoke in favor of the request. Ms. Stalder provided an overview of the proposal to rezone this site to a CZ R-5 District to develop a 42 lot single family subdivision. She stated that a citizen information meeting was held with neighbors, which yielded questions on the location of the access points and the timing of the development. In response, Ms. Stalder noted that the timing of development is late 2024 for grading with building construction planned to begin in 2025.

Mr. James Brown, an adjacent property owner at 114 Cedarwood Trail, addressed the Commission. He noted concerns with the proposed access point to this new residential subdivision being directly across from his home. Mr. Shannon noted that the plan presented by the applicant is a concept plan, which may change. Two access point are proposed to this development, a northerly entrance from Cedarwood Trail and there is a zoning condition to install a secondary access point to the south, via connection to Maize Drive/Winter Garden Drive, that will provide a second access point to Cedarwood Tail.

BUDGET IMPACT:

There is no budget impact.

RECCOMENDATION/ACTION REQUESTED:

A. Staff Recommendation

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



B. Planning and Zoning Commission Action

1. The Planning and Zoning Commission recommended **approval** of this request, as recommended by staff, by a vote of 8-0 (*vote-count based on having one vacant seat on the commission*).

2. Consistency and Reasonableness Statements

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

That Zoning Map Amendment 23-29 is consistent with the City's adopted policy guidance because the requested R-5 District is supported by the Low Density Residential designation of the Land Use Plan, and by adopted policy guidance documents. Furthermore, the request is reasonable and in the public interest because the requested CZ R-5 District is similar and compatible with previous residential-related conditional zoning approvals granted in this area.

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

**STAFF REPORT
ZONING MAP AMENDMENT ZA-23-29
November 14, 2023**

Request	
Applicant: Sagamore Homes NC	Owners: Doris Moorefield, et al
Zoning Proposal: To annex and apply initial City zoning	From: RS-20 Residential Single Family – 20 (<i>Forsyth County</i>)
	To: CZ R-5 Conditional Zoning Residential Single Family – 5 District
Notices: • Applicant held a Citizen Information Meeting (<i>Yes</i>) • As required by Section 2.3.6 (Notification) of the Development Ordinance, the Planning and Development Department provided published, mailed and posted notice of this public hearing	

Site Information	
Location:	The site is located along the east side of Cedarwood Trail, approximately 580 feet south of N. Main Street
Tax Parcel Number:	Forsyth County Tax Parcel 6882-76-3263.000. Davidson County agrees that 99% of the parcel is with Forsyth County, with the remaining 1% in disputed. They support use of the Forsyth County GIS map that depict the southern property line of the parcel as the County line.
Site Acreage:	Approximately 14.25 acres
Current Land Use:	Undeveloped
Physical Characteristics:	The applicant's engineer has identified a possible stream and wetlands at the southeastern portion of the site. Limits of these environmental impact are under review by their environmental consultant.
Water and Sewer Proximity:	A 6-inch City water line and a 8-inch City sewer line both lie south of the site along Winter Garden Drive and Maize Drive. A 12-inch City waterline lies to the north along N. Main Street.
General Drainage and Watershed:	The site drains in a southeasterly direction. The northern half of the parcel is within the Lake Thom-A-Lex General Watershed Area, while the southern half is within the Yadkin Pee Dee (Non-water supply). Based upon the size of the site and its proposed development intensity, primary stormwater control measures are required for development.
Overlay Districts:	• Lake Thom-A-Lex General Watershed Area • Yadkin Pee Dee (Non-water supply)

Adjacent Property Zoning and Current Land Use			
North:	RS-20	Residential Single Family – 20 District (<i>Forsyth County</i>)	Single family dwellings
South:	CU R-5	Conditional Use Residential Single Family - 5 District (<i>High Point</i>)	Single family dwellings

East:	RS-20 RM-12 LB-S	Residential Single Family – 20 District Residential Multifamily – 12 District Limited Business – Special Use District <i>(all within Forsyth County)</i>	Single family dwelling Automotive service facility
West:	RS-20	Residential Single Family – 20 District <i>(Forsyth County)</i>	Single family dwellings

Relevant Land Use Policies and Related Zoning History	
Community Growth Vision Statement:	Goal 2: Improve High Point’s older urban neighborhoods, while ensuring better future neighborhoods. <u>Objective 2G:</u> Plan new neighborhoods based upon the principles of discernable boundaries, varied housing type options, both older and new housing, mixed use neighborhood centers, convenient parks and recreation facilities, sufficient and well-maintained sidewalks and infrastructure, and respect for the neighborhood’s architectural character. Goal 5: Balance the efficient movement of vehicles with the needs of pedestrians, alternative transit modes, and aesthetic quality. <u>Obj. 5E:</u> Require that street systems connect with one another whenever possible to move all modes of traffic efficiently, to avoid congestion along key corridors, to improve traffic and pedestrian safety, and to enhance emergency management access.
Land Use Plan Map Classification:	The site has a Low-Density Residential land use designation. This classification accommodates primarily single-family detached dwellings on individual lots. Development densities in these areas shall not exceed five dwelling units per gross acre.
Land Use Plan Goals, Objectives & Policies:	The following goals of the Land Use Plan are relevant to this request: Goal #3: Provide a wide range of housing opportunities for families of all income levels. Goal #5: Promote an urban growth pattern that occurs in an orderly fashion and conserves the land resources of the city and its planning area.
Relevant Area Plan:	<u>Northwest Area Plan (adopted 2011)</u> The site is within the Northwest Area Plan area. The plan identifies this area as appropriate for Low Density Residential uses at densities up to five dwelling units per acre. The following objectives of this plan are relevant to the request: <u>Obj. 2d:</u> Provide residential development at a variety of densities and affordability levels. <u>Obj. 3b:</u> Provide intra-and inter-development transportation connectivity via streets, sidewalks, greenways, and less formal trails.
Zoning History:	<u>Zoning Map Amendment Case 06-26 (Winter Garden Subdivision):</u> In February 2007, the 20 acre tract of land lying directly south of this current zoning request was annexed and granted zoning approval to support development of a single family subdivision. <u>Zoning Map Amendment Case 07-29 (Richfork Heights Subdivision):</u>

	In November 2007, a 58 acre tract of land north of this current zoning request (northeast corner of N. Main Street and Delray Avenue) was annexed and granted zoning approval to support a mixture of single family and multifamily land uses.
--	--

Transportation Information				
Adjacent Streets:	Name		Classification	Approx. Frontage
	Cedarwood Trail (SR 4222)		Local Street (NCDOT maintained road)	524 ft.
	Maize Drive		Local Street	Maize Drive 181 ft.
Vehicular Access:	Via public street connection/extension to Cedarwood Trail and Maize Drive			
Traffic Counts: (Average Daily Trips)	Cedarwood Trail		No information available from NCDOT	
	Maize Drive		The City does not conduct traffic counts on local (neighborhood) street.	
Estimated Trip Generation:	A 42-unit single family subdivision is proposed to be developed. Such a development is anticipated to generate approximately 396 daily trips (during a 24-hour time period) with approximately 32 AM and 42 PM peak-hour trips.			
Traffic Impact Analysis (TIA):	Required		TIA Comments	
	<u>Yes</u>	<u>No</u> X	A TIA is not required. This analysis is only required for developments that generate more than 150 trips within the AM or PM peak hours.	
Conditions:	1. Right-of-way dedication along the zoning site Cedarwood Trail frontage to accommodate future road improvements/widened. 2. Require two points of vehicular access to the site, including a public street connection/extension of Maze Drive along its southern boundary.			

School District Comment				
Forsyth County School District (Winston-Salem/Forsyth County Schools)				
Local Schools:	Enrollment: 2022 – 2023 (20 th day of class)	Maximum Design Built Capacity: (2023 – 2024):	Mobile Classrooms:	Projected Additional Students:
Union Cross Elementary	482	626	154 students	14
Southeast Middle	726	1,131	406 students	7
Glenn High	1,467	1,615	0	10
School District Remarks: Based on site data provided, there is no short-term major impact on area schools by this development				

Details of Proposal
The applicant has submitted this zoning request, in conjunction with a corresponding annexation petition, to establish initial City of High Point zoning for this 14.25 acre parcel. This site is located in the western portion of the City's Planning Area and the applicant is requesting to establish the City of High Points CZ R-5 District zoning to support development of a single family subdivision.

The R-5 Districts is intended for the development of single family detached dwellings served by public water and sewer, at a maximum density of five dwelling units per acre. The R-5 District also allow a single family attached subdivision provided 1) it occurs on a tract of land five acres and larger and 2) the maximum number of dwelling units that can be attached is two (i.e., twin homes), to ensure the bulk of buildings are compatible with surrounding single family homes.

In conjunction with this request, the applicant has submitted a Conditional Zoning Ordinance in which they have offered conditions pertaining to right-of-way dedication along Cedarwood trail to support future road improvements. They have also offered to require two points of vehicular access, one of which being a connection/extension of Maze Drive along the southern boundary of the site.

Staff Analysis

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

Consistency with Adopted Policy Guidance

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

The requested R-5 District is supported by the Low Density Residential designation of the Land Use Plan, and by adopted policy guidance documents.

Reasonableness/Public Interest:

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

The requested CZ R-5 District is similar and compatible with previous residential related conditional zoning approvals granted in this area.

Compatibility with Surrounding Areas

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

The zoning site is generally surrounding by residential zoning and uses either in unincorporated Davidson or Forsyth County, or within the City of High Point. The requested R-5 district is intended to accommodate principally single-family residential development at a density of five- dwelling units an acre, that is served by public water and sewer. Thus, allowable uses under the R-5 District would be generally compatible with surrounding land uses.

Mitigation of Impacts

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

Mitigation #1	Minimize or effectively mitigate any identified adverse impact on adjacent and nearby land, such as that caused by traffic, parking, noise, lighting, trash, loading areas, etc. To provide a variety of access options, two points of vehicle access are to be provided. One to Cedarwood Trail and one to Winter Garden Drive to the south.
Mitigation #2	Minimize or effectively mitigate any identified adverse environmental impact on water and air resources, minimize land disturbance, preserve trees and protects habitat. The site is within the Lake Thom-A-Lex General Watershed Area and within the Yadkin Pee Dee (Non-water supply) watershed. If development, grading and site improvements exceeds one acre in area, the stormwater watershed regulations may require stormwater controls to be provided to mitigate runoff.
Mitigation #3	Minimize or effectively mitigate any identified adverse impact on municipal facilities and services, such as streets, potable water and wastewater facilities, parks, police and fire. The zoning site is adjacent to other residential subdivisions within the High Point corporate limits and within an area currently served by City of High Point utilities and municipal service
Mitigation #4	Minimize or effectively mitigate any identified adverse effect on the use, enjoyment or value of adjacent lands. The zoning site is generally surrounded by single family dwellings. Staff has found no evidence that the requested CZ R-5 District, as conditioned by the applicant, would adversely affect adjacent properties.

Supportive Changes in the Area

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

The development of the Winter Garden Subdivision (52 lots) to the south and the Richfork Heights Subdivision (290 lots) to the north has supported expansion of City Services to this area.

Promotes a Preferred Development Pattern

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

The adopted Land Use Plan and the Northwest Area Plan both support residential development at a density up to five units per acre for this area.

Recommendation

Staff Recommends Approval:

The Planning and Development Department recommends approval of the request to rezone this 14.25 acre parcel to the CZ R-5 District. As conditioned, the request will be compatible with the surrounding area and in conformance with adopted plans.

Required Action

Planning and Zoning Commission:

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

City Council:

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

Report Preparation

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

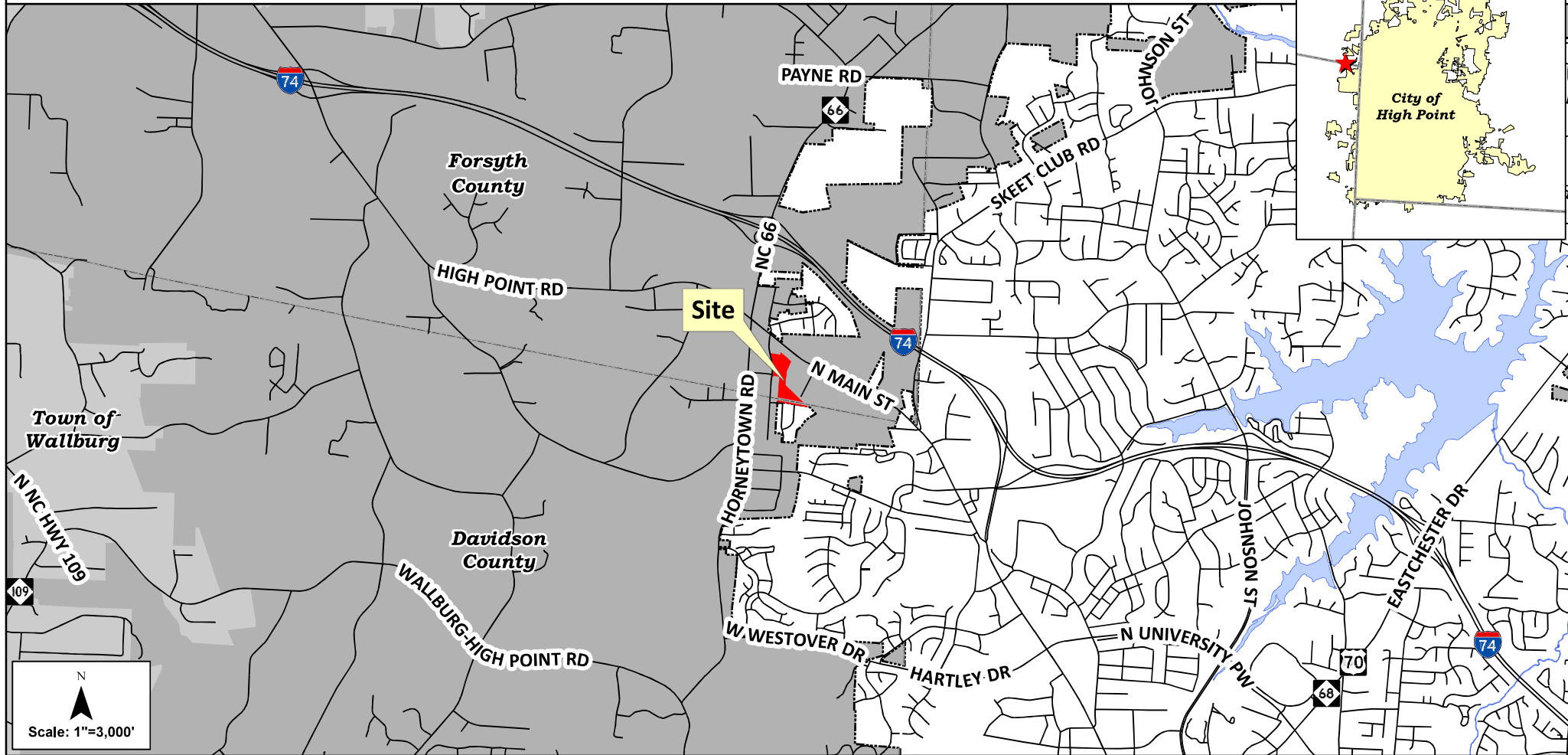


LOCATION MAP

ZONING MAP AMENDMENT: ZA-23-29

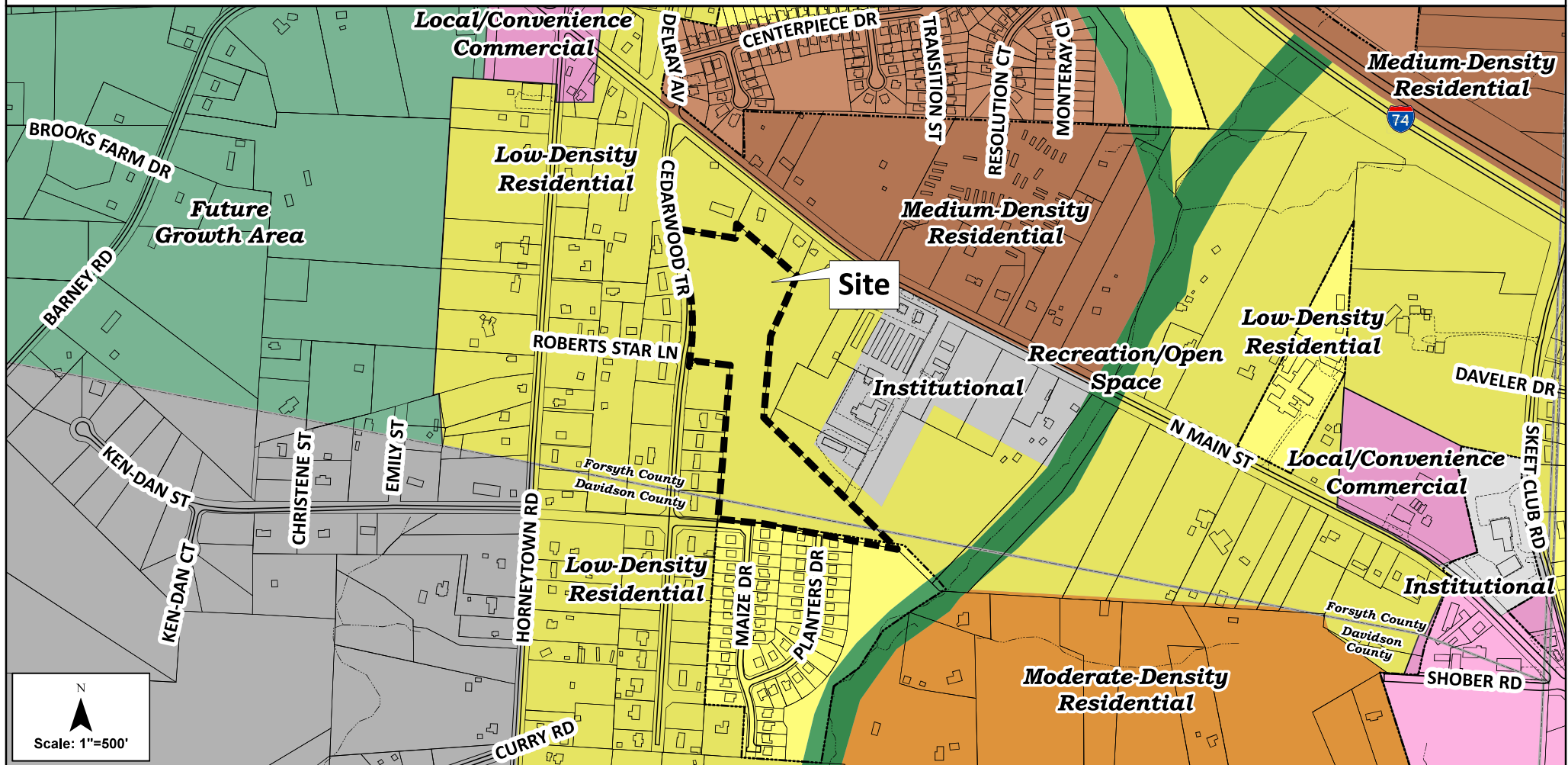
Applicant: Sagamore Homes NC

Vicinity Map



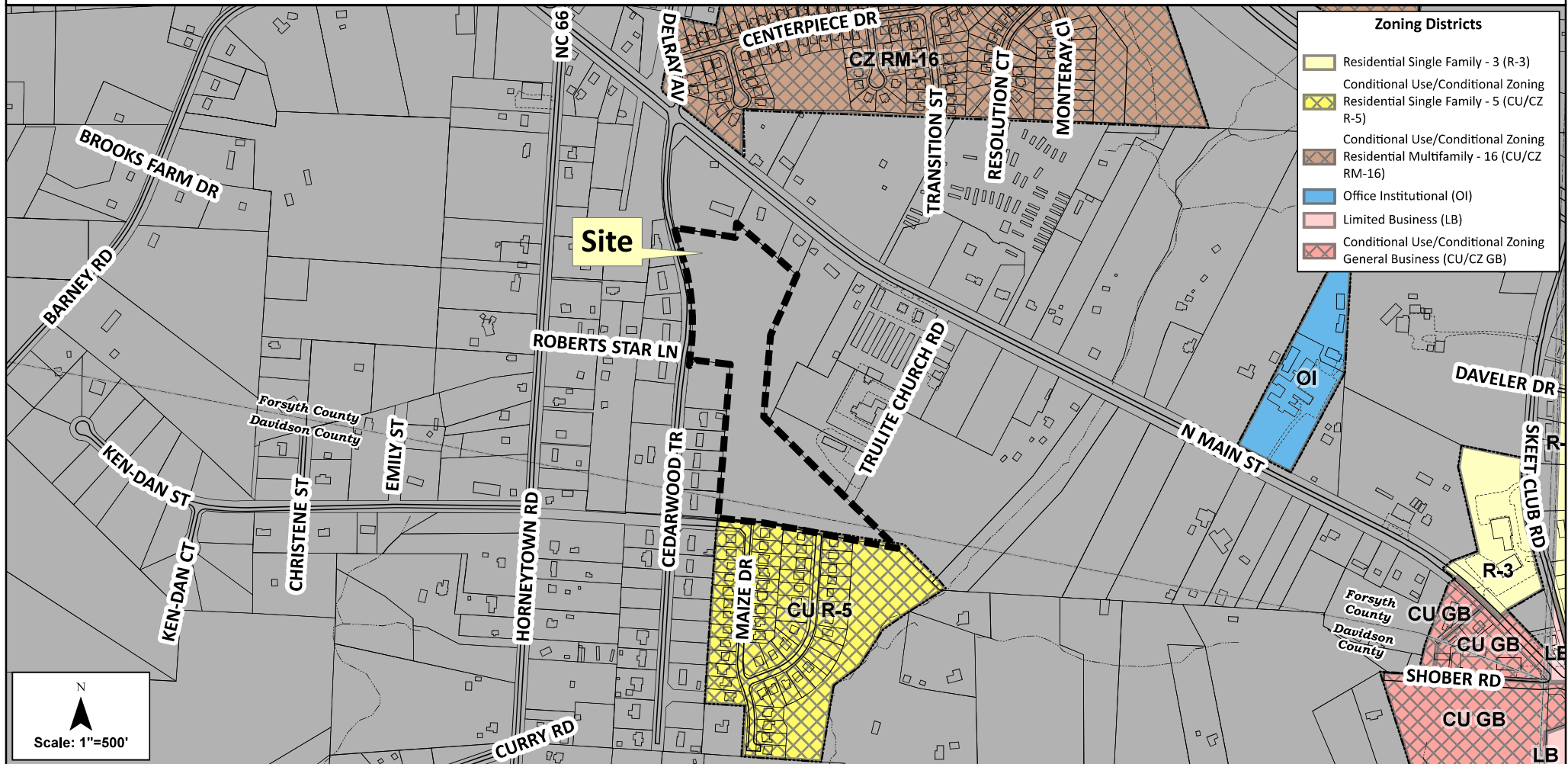
ZONING MAP AMENDMENT: ZA-23-29

LAND USE PLAN MAP



ZONING MAP AMENDMENT: ZA-23-29

COLOR-CODED ZONING MAP



ZONING MAP AMENDMENT: ZA-23-29

AERIAL PHOTOGRAPHY (FEB. 2022)



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

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

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on November 14, 2023 and before the City Council of the City of High Point on December 18, 2023 regarding **Zoning Map Amendment Case 23-29 (ZA-23-29)** a proposed amendment to the Official Zoning Map of the “City of High Point Development Ordinance”;

WHEREAS, notice of the public hearings were published in the High Point Enterprise on November 4, 2023, for the Planning and Zoning Commission public hearing and on December 6, 2023 and December 13, 2023, for the City Council public hearing pursuant to Chapter 160D-602 of the General Statutes of North Carolina; and

WHEREAS, the proposed amendment was adopted by the City Council of the City of High Point on **December 18, 2023**.

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

SECTION 1

That the Official Zoning Map of the City of High Point be amended to establish the following described area as a: **Conditional Zoning Residential Single Family – 5 (CZ R-5) District**. The property is approximately 14.25 acres, lying along the east side of Cedarwood Trail, approximately 580 feet south of N. Main Street. The property is also known as Forsyth County Tax Parcel 6882-76-3263.000.

SECTION 2

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

Part I. **USES:** Any uses allowed in the Residential Single Family – 5 (R-5) District shall be permitted, subject to the standards of the Development Ordinance and the specific conditions listed in this ordinance.

Part II. CONDITIONS:

A. Transportation Conditions.

1. Right-of-way Dedication: As a part of the development permit approval the property owner shall dedicate a minimum of thirty (30) feet of right-of-way along the Cedarwood Trail frontage of the zoning site, as measured from the existing centerline of Cedarwood Trail.
2. Access As part of development permit approval a minimum of two points of vehicular access, including a public street connection/extension of Maze Drive along the southern boundary of the site, shall be established and installed.
3. Other Transportation Conditions The City of High Point Transportation Director and the North Carolina Department of Transportation (if applicable) shall approve the exact location and design of all access points and improvements.

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6.

This ordinance shall become effective upon the date of adoption.

Adopted by the City Council

City of High Point, North Carolina

The xxxth day of xxxxxxxxxxxxx, 2023

By: _____

Cyril Jefferson, Mayor

ATTEST:

Sandra R. Keeney, City Clerk

Citizens Information Meeting Report Zoning Map Amendment 23-29

Submitted by: Judy Stalder, Development Consultant

Citizen Information Meeting Report
Cedarwood Trail
Zoning Case ZA-23-xx

A Citizen Information Meeting was held for property owners in the Cedarwood Trail area. An informational letter dated October 9, 2023, was sent by US Mail to the 58 addresses supplied by the City of High Point Planning and Development Department. The letter invited property owners to a Zoom meeting on October 16 at 6:00 pm. The mailing also included the *City of High Point Conditional Zoning Citizen Information Meetings* statement and a map showing the boundaries of the site. A copy of the letter and list of addressees is attached. The meeting was hosted by Tripp Bunker of Sagamore Homes, Rich Glover of Glover Engineering and Judy Stalder.

Attendees:

Karen Roberson, 6736 Planters Drive, High Point NC 272625
Darren South, 4051 N Main Street, High Point NC 27265
Leann Yow, 205 Cedarwood Trail, High Point NC 27265
Adrienne Leach, 6720 Planters Drive, High Point NC 27265
Beth Phillips
Brandon

Presentation:

Ms. Stalder explained the request for annexation and rezoning along with possible zoning conditions 1) no more than 43 lots, 2) Access limited to Cedarwood Trail and Maize Drive. A site map showing the boundary of the property and a sketch plan were shared. Homes will sell in the \$325,000 to \$375,000 price range.

Questions and comments concerning the rezoning:

What is the projected start date? *Land preparation will begin in late 2024/early 2025. Home construction will begin in summer or fall 2025.*

When will the developer close on the purchase of the land? *Summer of 2024.*

Will this development connect to Maize Drive? *Yes*

Is Maize Drive the only access? *No, there is another point of access on Cedarwood Trail.*

What about traffic on N Main Street? *Based on preliminary discussions with NCDOT no additional improvements will be required on N Main Street.*

Is there one lot in Davidson County? *Technically, yes. However, we have contacted Davidson County as required by state statute and Davidson County has given the go ahead for the annexation request to proceed.*

There are already runoff problems in Winter Garden. Will this development just add to the problems? *Runoff will be controlled at pre-development levels. Two ponds will be developed to control quantity and quality of runoff. The initial ponds will control runoff during construction. Later those ponds will be cleaned out and converted to permanent water quality structures, most likely detention ponds.*

What is the setback from the rear property line? *The minimum required setback is 20 feet. However, the lots in this subdivision are on average 140 feet deep, so the rear setback will most likely be closer to 50 feet.*

Will the lots drain to the existing yards on Cedarwood? *The lots will have swales along the side property lines and will be graded to drain to the street.*

Will our properties be annexed, too? *We have only petitioned the City to annex this site.*

Will there be a fence along the outer boundary? *The developer does not plan to fence the site, however, individual property owners may erect fences.*

Will you clear all the trees on the whole site? *We will only clear what is necessary for the roads, houses and any grading necessary for stormwater and erosion control. Clearing trees is expensive and our typical buyer expects to have trees in their neighborhood.*

Will the lot adjacent to Winter Garden have a house on it? *No. The lot adjacent to Winter Garden is where one of the ponds will be located. The lot will be graded, but will be left as natural as possible.*

Is the lot for sale on the west side of Cedarwood Trail part of this development? *No.*

May we have a copy of the sketch plan to show to other neighbors? *Yes. Please send an email request.*

Will you have to do a lot of blasting to prepare for the subdivision? *We do not know at this time. Testing will begin soon. The final grade will be close to the existing grade, so we do not expect so. We will notify neighbors when/if blasting will occur.*

How many homes could be built under the current Forsyth County zoning? *Possibly around 28.*

Where and when is the public hearing? *The public hearing will be held on Tuesday, November 14 at 6:00 pm at 211 S Hamilton Street in the Council Chambers.*

Additional neighborhood contact:

Text from Gina:

Is this subdivision just on the area shown in white on the map? *Yes*

Why do they want to change from Davidson County to Forsyth County? *The majority of the property is in Forsyth County. The developer is asking for annexation to the City of High Point in order to get water and sewer utilities.*

Email from Brian Donley, 206 Cedarwood Trail, High Point NC 27265

Where will the new development connect to the City sewer and other public utilities, (water, electric, natural gas, sanitation)? *The water will tie into existing lines in Cedarwood Trail and Maize Drive. Sewer will tie into the existing sewer in Maize Drive. Electric service will be designed by Duke Energy. I am not sure about gas at this time.*

Will the property rezoned by Forsyth County for a road off N. Main Street be connected to the current Winter Garden properties for future development? *A road will be built from Cedarwood Trail near the northern part of the site and will extend east and then south as a part of Maize Drive to connect with Winter Garden Subdivision.*

Is the only property under consideration for rezoning the property being developed? *Yes. The site designated on the map (in white).*

Will the existing Cedarwood Trail properties be involuntarily annexed into the City of High Point? *No. By NC state statute, High Point can no longer initiate involuntary annexations.*

Is the single lot listed “under contract” on the west side of Cedarwood Trl., part of the planned development? *No.*

THE STALDER GROUP LLC

PO BOX 5581 HIGH POINT NC 27262

336-688-2204

jstalder@northstate.net

October 9, 2023

Dear Neighbor,

This letter is to notify you that Sagamore Homes has requested annexation to the City of High Point and zoning of 14.25 acres located between North Main Street and Maize Drive with an entrance from Cedarwood Trail. The request would change the current zoning from Residential 20 under Forsyth County zoning to Conditional Residential 5. The plan is to develop single family residential homes that will sell in a range from \$325,000 to \$375,000.

Our team would like to meet with you prior to the public hearing so that we can share our plans with you and hear your questions and comments in a less formal setting. We have scheduled a **Zoom meeting for Monday, October 16 at 6:00 pm** and look forward to talking with you online.

Join Zoom Meeting

<https://us02web.zoom.us/j/86852886366>

I have included a map showing the property site and a brochure required by the City of High Point concerning Citizen Information Meetings.

The City of High Point has scheduled a Planning and Zoning Commission public hearing for Tuesday, November 14 at 6:00 pm. City Council will schedule an additional public hearing in December.

Please feel free to contact me with your questions and comments or if you would like to set up an in person meeting. You may call or text 336.688.2204 or email jstalder@northstate.net.

Sincerely,

Judy Stalder

Development Consultant

ADAMS ANDREW S
6732 MAIZE DRIVE
HIGH POINT, NC 27265

ANDERSON JEFF
2641 Sudie Dr
Burlington NC 27217, NC 27217

Andrews Aneita B
4020 Roberts Star Ln
High Point NC 27265, NC 27265

ANORVE ELIEZER BAUTISTA
116 CEDARWOOD TRL
HIGH POINT NC 27265, NC 27265

BRANCH SADE R
6743 PLANTERS DR
HIGH POINT, NC 27265

BROWN JAMES F
114 CEDARWOOD TRL
HIGH POINT NC 27265, NC 27265

BYERS BOBBY J
6736 MAIZE DR
HIGH POINT, NC 27265

Callahan Donald W
1621 Staley RD
High Point NC 27265, NC 27265

CAPPS HEATHER
6744 MAIZE DRIVE
HIGH POINT, NC 27265

Cecil Janet Groome
4019 N Main ST
High Point NC 27265, NC 27265

CISCO MICHAEL D
6735 MAIZE DRIVE
HIGH POINT, NC 27265

Comer Vickie Mcneill
349 Rich Fork Creek DR
HIGH POINT NC 27265, NC 27265

David Allen & Jackie J Montgomery Revoc Trust
3903 N Main ST
High Point NC 27265, NC 27265

DAVIS SARA ROWLAND
2 CABOT CT
GREENSBORO NC 27407, NC 27407

DIXON BRIAN D
305 CEDARWOOD TRAILS
HIGH POINT, NC 27265-0000

DN12 INVESTMENTS LLC
311 CHILLINGTON RD
GREENSBORO NC 27455, NC 27455

Donley Brian C
206 Cedarwood TRL
High Point NC 27265, NC 27265

ENGLISH DANNY R JR
6740 PLANTERS DR
HIGH POINT, NC 27265

FLEET FINANCE INC
PO BOX 9219
COPPELL TX 75019, TX 75019

GEE SANDRA
6747 MAIZE DR
HIGH POINT, NC 27265

GILLIAM ZACHARY RICHARD
6732 PLANTERS DR
HIGH POINT, NC 27265

GORUM ANDREA J OCHOA
6727 PLANTERS DR
HIGH POINT, NC 27265

Grimes Robert W
9765 Woodruff RD
Kernersville NC 27284, NC 27284

HATCHER DAVID
3434 IMMANUEL RD
GREENSBORO NC 27407, NC 27407

HEDGECOCK GINA M CARDONE
301 CEDARWOOD TRAIL
HIGH POINT, NC 27265-0000

HINTON RODERICK
6731 PLANTERS DR
HIGH POINT, NC 27265

JOHNSON ALICIA A
211 Cedarwood Trl
High Point NC 27265, NC 27265

JOLLY PAULA FLORINE
6744 PLANTERS DR
HIGH POINT, NC 27265

KIVETTE JUSTIN
6739 PLANTERS DR
HIGH POINT, NC 27265

LEE CHANG YOUNG
209 Cedarwood Trl
High Point NC 27265, NC 27265

Lewallen Naomi B
118 Cedarwood Trl
High Point NC 27265, NC 27265

MATOS ROBINSON RENNIE COLINA
6739 MAIZE DR
HIGH POINT, NC 27265

MELILLO MICHAEL GERARD
6752 MAIZE DR
HIGH POINT, NC 27265

MILLER DANIEL
6748 MAIZE DRIVE
HIGH POINT, NC 27265

MOOREFIELD DORIS J
425 ELLIOTT RD
REIDSVILLE NC 27320, NC 27320

NEWELL DUSTIN HUGH
4020 N MAIN ST
HIGH POINT NC 27265, NC 27265

Perez Alan
4010 Roberts Star LN
High Point NC 27265, NC 27265

ROBERSON STEVEN J
6736 PLANTERS DR
HIGH POINT, NC 27265

ROBERTS SANDRA N
PO BOX 6412
HIGH POINT NC 27262, NC 27262

ROGERS GREGORY TODD
4022 NORTH MAIN ST
WINSTON SALEM NC 27265, NC 27265

ROWLAND TINISHA
302 CEDARWOOD TRL
HIGH POINT, NC 27265

SANTORA DONNA
200 Cedarwood Trl
High Point NC 27265, NC 27265

SARUPINDA TSITSI P
6731 MAIZE DRIVE
HIGH POINT, NC 27265

Smith Sharon Collins
207 Cedarwood TRL
High Point NC 27265, NC 27265

SOMERVILLE JEFFREY
300 CEDARWOOD TRAIL
HIGH POINT, NC 27265-0000

SOUTH DARIEN L
4015 N Main St
High Point NC 27265, NC 27265

STACK JEFFREY W
6740 MAIZE DRIVE
HIGH POINT, NC 27265

Stiller Carolyn S
4039 N Main St
High Point NC 27265, NC 27265

Tate Nancy K
112 Cedarwood TRL
High Point NC 27265, NC 27265

TEAGUE RUBY C
4840 HIGH POINT RD
KERNERSVILLE, NC 27284

Trulite Baptist Church
4001 Trulite Church RD
High Point NC 27265, NC 27265

VO ANH T
4420 ALDERNY CIRCLE
HIGH POINT, NC 27265

WIESE RYAN
6735 PLANTERS DRIVE
HIGH POINT, NC 27265

WILHOIT PAIGE A
311 RICH FORK CREEK DR
HIGH POINT, NC 27265-0000

WILLIAMS RICKY
6728 MAIZE
HIGH POINT, NC 27265

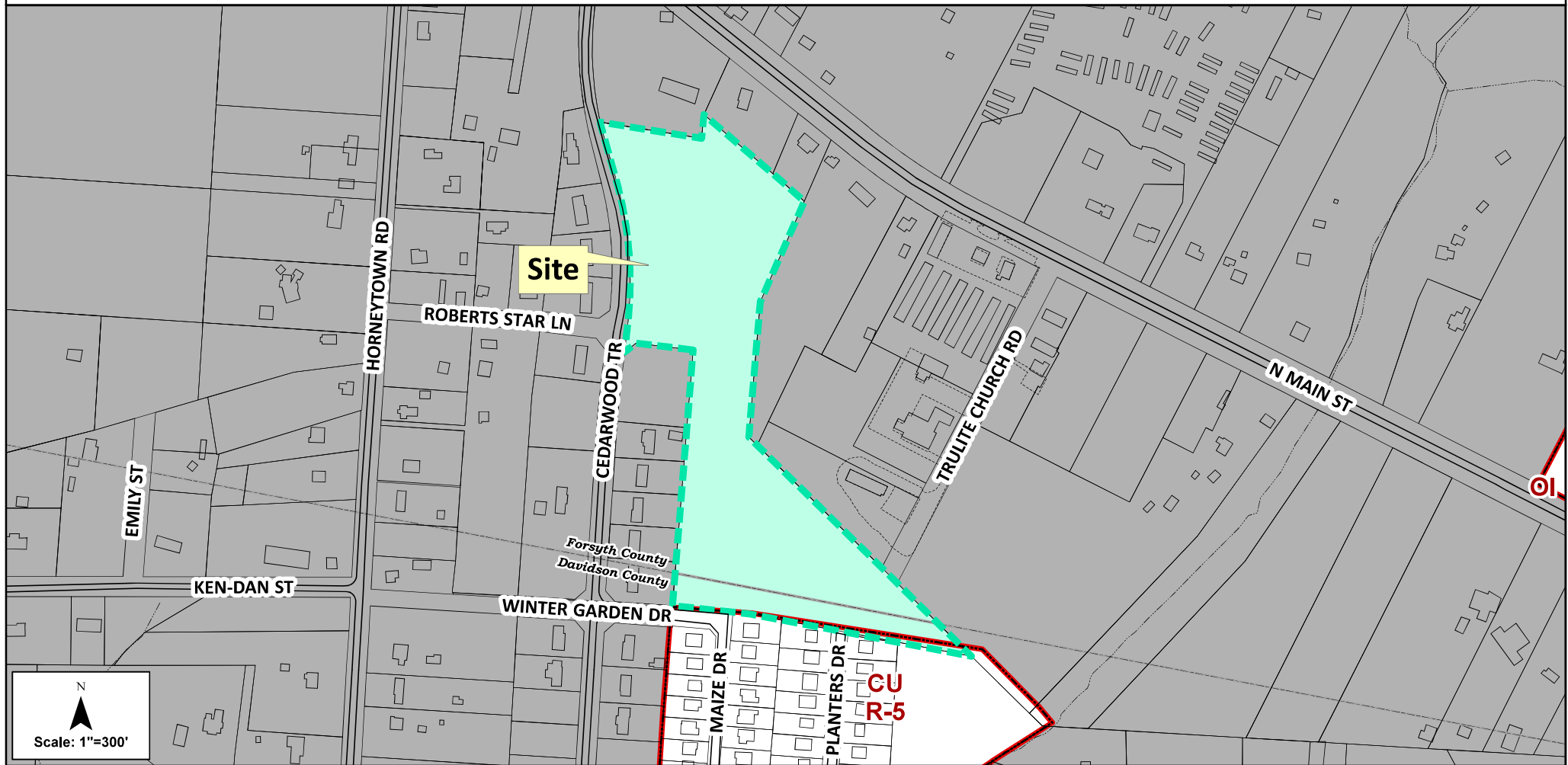
WINTER GARDEN HOA INC
PO BOX 18186
GREENSBORO, NC 27419

Worthington Steven B
4015 Roberts Star Ln
High Point NC 27265, NC 27265

Yow Troy Lee
205 Cedarwood TRL
High Point NC 27265, NC 27265

ZONING MAP AMENDMENT: ZA-23-29

ZONING MAP



City of High Point
Citizen Information Meetings



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

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

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

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

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

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

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

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

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

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

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

Contact:

Planning & Development Department 336-883-3328

www.buildhighpoint.com

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Eastside Wastewater Treatment Plant (WWTP)- UV System Replacement- Amendment 1 to Hazen	
FROM: Robby Stone, Public Services Director Derrick Boone, Asst. Public Services Director	MEETING DATE: December 18, 2023
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Amendment I Proposal	

PURPOSE: To request approval of contract amendment #1 to Hazen (Purchase Order 105444) for the additional work required for the final design and construction support services for the UV System Replacement project at the Eastside Wastewater Treatment Plant (WWTP).

BACKGROUND: The UV disinfection system at the Eastside WWTP began operation in 1999 and is nearing the end of its useful life. A typical life expectancy of a UV disinfection system is 20-years. Hazen was awarded the contract for the final design on March 15, 2021. Amendment #1 is for the following additional work:

- Final Design Phase Task
 - Re-design and incorporation of the Primary Clarifier Drain Pump Station.
 - Investigation into a UPS power backup for the UV system.
 - Secondary instrumentation and controls design for the UV system and PC drain pump station if the SCADA Upgrade Project is not complete by the time the UV system is ready to come online.
 - Revisions required to the Issued for Construction Contract Documents.
- Additional Bid Phase Services
- Value Engineering Services with the City and low-bid Contractor
- Additional Design Services for the Selected Value Engineering Concept
- Additional Construction Administration Services
- Additional Resident Project Representative Services
- Additional Reimbursable Expenses

BUDGET IMPACT: Funds for this project are available in the FY 2023-2024 budget.

RECCOMENDATION/ACTION REQUESTED: The Public Services Department recommends approval of the amendment to Hazen in the amount of \$456,000, increasing the amount of purchase order 105444 to \$1,281,000 and authorize the appropriate City Official(s) to execute all necessary documents.





Hazen and Sawyer
620 Green Valley Rd, Suite 101
Greensboro, NC 27408 • 336.478.3378

November 21, 2023

Mr. Robby Stone, PE
Public Services Director
City of High Point
211 S. Hamilton Street
High Point, NC 27261

Re: Eastside UV Upgrade and Primary Clarifier Drain Pump Station Project Amendment

Dear Mr. Stone:

Hazen and Sawyer appreciates the opportunity to submit the enclosed amendment for the additional Design, Bidding, Value Engineering, Construction Administration and Resident Project Representative Services that were added to the Eastside WWTP UV Upgrade Project (RFQ #32-013118).

Additional work was added to the UV Upgrade Project scope which required design services and will require additional construction management services. The project required Hazen's services for a second bid period because no contractors submitted proposals on the first bid. Following the opening of the second bid, Hazen assisted the City with Value Engineering discussions with the low bid contractor to attempt to reduce the overall project cost. Value engineering discussions led to a change in the contract drawings and will require a redesign effort by Hazen.

In addition, the anticipated construction duration for the project has extended from 12 months to 24 months due to current equipment lead times being longer than anticipated.

The following major tasks are included as part of this amendment:

1. Final Design Phase Task
 - a. Re-design and incorporation of the Primary Clarifier Drain Pump Station.
 - b. Investigation into a UPS power backup for the UV system.
 - c. Secondary instrumentation and controls design for the UV system and PC drain pump station if the SCADA Upgrade Project is not complete by the time the UV system is ready to come online.
 - d. Revisions required to the Issued for Construction Contract Documents.
2. Additional Bid Phase Services
3. Value Engineering Services with the City and low-bid Contractor
4. Additional Design Services for the Selected Value Engineering Concept
5. Additional Construction Administration Services
6. Additional Resident Project Representative Services
7. Additional Reimbursable Expenses

A detailed description of each task is provided below.

1. Final Design Phase Task

a. Primary Clarifier Drain Pump Station

Following the 60% design review meeting of the UV Upgrade design, Hazen was asked by the City to add in the Primary Clarifier Drain Pump Station to the contract documents. The pump station was previously designed by Hazen in 2020 and then removed from that project's scope of work prior to advertising the project. Hazen designed the pump station with submersible pumps up to a 60% design level and then was asked to switch to suction lift style pumps in the previous project. Hazen incurred overages on this project as well due to the changes by staff that are included in this change order of \$30,000. When the pump station was added into the UV upgrade project, the City directed Hazen to design around two submersible pumps. Design work for mechanical, electrical, structural, and I&C was completed to pick up the 60% submersible pump design and develop 100% bid documents for \$63,000.

b. Investigation into a UPS Power Backup for the Eastside UV System

In August 2022, Hazen was asked by the City to provide a preliminary cost estimate to install a UPS backup for the UV system. At the time, Hazen had only received a cost estimate from a manufacturer for the UPS equipment itself and it did not include an estimate for the modifications required to include a transfer switch, modifications to the MCC, and a structure to protect the extra equipment. Hazen was asked by the City to develop a high-level cost estimate of all required improvements to install a UPS in preparation for a conversation with the State on what backup power would be required for the new UV system. Following the conversation with the State, the City decided not to proceed with the design of the UPS system as part of the UV upgrade project. This amendment covers the engineering hours spent developing preliminary sizing of the UPS for the new UV system and a high-level cost estimate.

c. Instrumentation and Controls Secondary Design

At the 60% design review meeting of the UV Upgrade design, the City stated that an upgrade to the City's Eastside WWTP SCADA System was currently being designed to replace the existing "blue hose" with Ethernet/IP. Hazen asked if the UV Upgrade should be designed to connect to Ethernet moving towards 90% design. The timeline for the completion of the SCADA Upgrade Project at Eastside WWTP could not be confirmed at the time, so the City asked Hazen to design the new UV system to connect to Ethernet but also to include in the design for the contractor to provide a temporary set up so the new UV system can be operated using the existing system if needed. Hazen designed two control strategies as part of the contract drawings and specifications which required additional design effort.

d. Revisions Required to the Issued for Construction Contract Documents

Hazen submitted sealed Issued for Construction Contract Documents to the City on February 23, 2023. The City recently bid a project and had bids come in higher than expected, so a call between Hazen and the City was scheduled to discuss potential Value Engineering options for the UV Upgrade and PC Drain PS project. Following the call, the City asked Hazen to change the Itemized Proposal form to make the PC drain pump station its own line item that could be easily removed from the Contractor's scope of work following the bid opening for the project. Hazen

made modifications to the contract documents to accommodate this change and resealed the documents on March 10. This effort took an additional 24 hours of engineering time.

2. Additional Bid Phase Services

The original bid opening for the UV Upgrade and Primary Clarifier Drain Pump Station project (36-051123) was on June 8, 2023. No proposals were received and the decision was made by the City to rebid the project. The City directed Hazen to incorporate all changes to the original contract documents from the addenda on the original bid into new contract documents that were resigned by Hazen and DMP. Hazen provided additional bid phase services during the rebid that included the following:

- Issued addenda as appropriate to clarify, correct, or change the Bidding Documents
- Attended the Bid Opening, prepared the Bid tabulation sheets, scanned in the 4 bids, and assisted the City in evaluating the bids.

The rebid opening (04-080323) was on August 3, 2023.

3. Value Engineering Services

Following the opening of the rebid, Hazen worked with the City and the low bid contractor, JR Lynch, to develop value engineering options to lower the overall project cost. Hazen conducted calls with both the City and the contractor to create a list of value engineering options prior to attending an in person meeting on August 15 to review value engineering pricing provided by the Contractor.

At the meeting on August 15, an idea was presented to construct a new tank to the east of existing Chlorine Contact Tank #1 to house the 3rd new UV channel and future 4th UV channel, in lieu of retrofitting the existing UV channels as shown in the original design. The Contractor believed he could provide a lower overall project cost with this new design concept as it would reduce his risk and would eliminate the need for phasing construction. The concept of constructing a new tank to the east of CCT #1 was analyzed during the original detailed design, the amount of additional concrete needed for the new tank was estimated to be the more expensive option when compared to retrofitting existing channels. However, the current construction environment indicates the cost of labor has become more of a factor in overall costs, combined with a reduction in bypass pumping and minimized plant shutdowns proved a new structure was a more cost efficient solution.

Following the meeting, Hazen developed a sketch of the new design concept with enough detail to allow the contractor to provide a ballpark construction cost. Hazen met with the City on August 23 to present the construction cost of the new UV layout provided by JR Lynch and went through the project options from the original bid, the value engineered bid of the original design, and the redesign concept. The City decided on August 28 to move forward with the new UV layout that had the lowest overall project cost from the Contractor.

4. Additional Design Services for the Selected Value Engineering Concept

Hazen will provide engineering design services to produce contract documents of the new UV layout that includes the construction of a new tank to the east of existing CCT #1. Hazen will evaluate the hydraulic impacts of the new layout and determine the optimal way to bring filter

effluent flow into the influent channel upstream of the UV channels. Hazen will provide mechanical, structural, electrical and instrumentation drawings, and DMP will provide civil drawings as a subconsultant to Hazen. Hazen will update the original project specifications as needed to support the new design.

There is an overhead electrical pole and lines, and two electrical ductbanks to the east of CCT #1 that will be impacted by the new tank. Hazen will assess the locations and recommend a relocated spot for the infrastructure. Further conversations with the City will determine whether the contractor or city internal staff will execute the relocate.

The redesign services will be provided as a time and material task. The hourly, not to exceed rates that will be used for this task are provided as an attachment.

5. Additional Construction Administration Services

Additional construction phase services for the Primary Clarifier Drain Pump Station will include the Office services as described below.

Construction Clarification. Work changes and claims for the Primary Clarifier Drain PS. Hazen and Sawyer will review, in partnership with the City of High Point, all questions requested by the General Contractor (RFI's) and all construction related claims resulting from the work as required by the General Conditions. Hazen will prepare Work Change Directives and Change Orders documentation when necessary.

Shop Drawings and Submittals. Hazen will review all technical specification submittals related to the Primary Clarifier Drain Pump Station.

Startup and Testing of Equipment. Hazen will provide technical support during startup and testing of all equipment associated with the Primary Clarifier Drain Pump Station. Hazen will also provide support and coordination with the integrator to program and commission the pump station.

Record Drawings. Hazen will update the project record drawings for the Primary Clarifier Drain Pump Station.

6. Additional Resident Project Representative Services

In the original contract, a total of 2,080 hours was assumed for an RPR to assist the Engineer in observing progress and quality of the Work by the Contractor. However, the anticipated construction duration for the project has extended from 12 months to 24 months due to current equipment lead times being longer than they were during original scoping and the required sequencing of construction for the final UV design being more complicated than initially anticipated. The contractor has indicated they can complete their tasks in 18 months and not all months will require full-time inspection. Based on their feedback, we're requesting an additional 800 hours of RPR services to complete the Work. The schedule below has been created to indicate our anticipated level of effort needed to meet their schedule. Should the contract extend or need additional effort than illustrated below, Hazen will request an additional amendment. The RPR services will be provided at the same hourly, not to exceed rate that was included in the original contract (\$125/hr).

7. Additional Reimbursable Expenses

With the anticipated construction duration for the project being extended from 12 months to 24 months, additional reimbursable expenses are being requested to cover the additional mileage costs for the Engineer and RPR to travel to the job site. Justification for the RPR mileage is included below with the additional available for Project Engineer travel.

Table 1 - RPR Budgeted Level of Effort

Month	~ RPR Effort	~ Hrs	~ Cost	~ Expenses
1 - March 2024	2 days / wk	64	\$8,000	\$350
2 - April 2024	3 days / wk	100	\$12,500	\$500
3 - May 2024 to 14 - April 2025	5 days / wk	173 / mth	\$21,625 / mth	\$850 / mth
15 - May 2025 to 16 - June 2025	4 days / wk	140 / mth	\$17,500 / mth	\$680 / mth
17 - July 2025 to 18 - August 2025	3 days / wk	105 / mth	\$13,125 / mth	\$510 / mth
19 - Oct 2025 to 21 - Nov 2025	1.5 days /wk	50 / mth	\$6,250 / mth	\$230 / mth
Totals		2,880	\$360,000	\$14,120

* Assumptions

- 2,080 hrs per year (173 hrs per mth)
- 60 mi round trip for mileage at the current IRS tax rate (\$0.655)

Please find Table 2 below summarizing the total effort for this amendment. Lump Sum and Not to Exceed items have been noted. The total cost for Amendment 1 is \$456,000.

Table 2 - Summarized Fee for the UV Upgrade and Primary Clarifier Drain PS Amendment

Task	Billing Type	Original Task Budget	Amendment Value	New Task Budget
001 – Preliminary Engineering Phase	Lump Sum	\$27,000	-	\$27,000
002 – UV Equipment Pre-Selection	Lump Sum	\$31,000	-	\$31,000
003 – Final Design Phase	Lump Sum	\$335,000	\$115,000	\$450,000
a. PC Drain PS Design			\$93,000	
b. UPS Investigation			\$8,000	
c. I&C Secondary Design			\$10,000	
d. Revised Contract Documents			\$4,000	
004 – Bidding and Negotiating Phase	Lump Sum	\$17,000	\$21,000	\$38,000
005 – Construction Administration	Lump Sum	\$145,000	\$35,000	\$180,000
006 – Resident Project Representative	Not to Exceed	\$260,000	\$100,000	\$360,000
007 – Value Engineering	Lump Sum	-	\$21,500	\$21,500
008a – Re-Design Hazen	Not to Exceed	-	\$146,500	\$146,500
008b – Re-Design DMP (Civil Sub)	Not to Exceed	-	\$10,000	\$10,000
Reimbursable Expenses	Not to Exceed	\$10,000	\$7,000	\$17,000
Total		\$825,000	\$456,000	\$1,281,000

Please feel free to contact us at any time if you have any questions or would like to meet to discuss the items enclosed. Thank you again and we look forward to continuing to work with the City of High Point for this project.

Best Regards,



Aaron D. Babson, PE
Associate Vice President

cc: Christy Tommerdahl, Alan Stone, Todd Johnson

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Deep River Substation Equipment & Substation Transformer - Bid #18-12012023	
FROM: Tyler Berrier, PE – Electric Utilities Director	MEETING DATE: December 18, 2023
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: Purchasing Department
ATTACHMENTS: Southeastern Engineers Bid Recommendation Bid Tabulation Recommendation Form	

PURPOSE:

On December 1, 2023, the City received bids for materials to perform maintenance to Deep River Substation. Purchasing this equipment will allow the City to upgrade the existing substation and tie in a new section of transmission to our existing grid. The Purchasing Division received 12 total bids for the schedules listed below.

BACKGROUND:

The Electric Department is procuring materials to be used on the Deep River Substation project (project is in the Electric CIP). The Purchasing Division solicited bids for Switchgear, 100 kV Breakers, Substation Structure, Power Transformers and Relay/Control Panels to be used at our Deep River Substation. These are all standard materials used regularly by the City of High Point Electric Utilities department.

BUDGET IMPACT:

Funds are included in the Electric capital budget to cover this project.

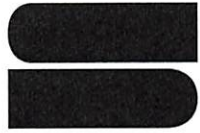
RECOMMENDATION/ACTION REQUESTED:

Staff is recommending that the City Council approve, and the department be given the ability to procure this equipment for the five (5) schedules below.

Award to the following five (5) companies:

<u>Schedule I</u> - Metalclad Switchgear	ABB, Inc.	\$514,894.20
<u>Schedule II</u> – 121kV Breakers	Siemens Energy, Inc.	\$287,700.00
<u>Schedule III</u> – Substation Structure	Substation Enterprises, Inc.	\$229,718.00
<u>Schedule IV</u> – Power Transformer	Virginia Transformer Corp.	\$1,457,428.00
<u>Schedule V</u> – Relay/Control Panels	SEL Engineering Ser., Inc	\$26,162.00





Southeastern Consulting Engineers, Inc.

December 6, 2023

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

Ref.: Substation Equipment Bid Recommendation
Deep River Substation
Bid # 18-120123

Dear Tyler:

The City received sealed proposals on December 1, 2023, from twelve suppliers solicited for providing substation equipment that will be installed at the City's Deep River substation. Each bid was reviewed for compliance with the technical specifications, purchase price, and delivery. Based on the preceding factors the following vendors submitted the lowest responsive and compliant bid:

Schedule I – Metalclad Switchgear

ABB
680 Century Point Suite B
Lake Mary, Florida 32746
Robert.t.kearfott@us.abb.com
Quote#: UA3-0068835
Delivery: 70 weeks

Description	Quantity	Unit Price	Total Price
Medium Voltage Switchgear (A01)	1	454,763.20	454,763.20
Accessories (A02)	1	32,767.00	32,767.00
Spare Parts (A03)	1	2,809.00	2,809.00
Field Services (A04)	1	12,854.00	12,854.00
Freight (A05)	1	11,701.00	11,701.00
Total Bid Sch. I			\$514,894.20

Note: Siemens submitted the apparent low bid, however their proposal was not responsive to the bid documents or specifications.

Schedule II – 121 kV Circuit Breakers

Siemens Energy, Inc.
444 Hwy 49 South
Richland, MS 39218

Quote # 23310EM-T-1
Delivery 120 Weeks

Description	Quantity	Unit Price	Total Price
SPS2S-145-40-3000-3PST	3	\$93,900.00	\$287,700.00

Schedule III –Substation Structure

Substation Enterprises, Inc.
145 Commercial Court
PO Box 2010
Alabaster, AL 35007
Project #: F-4457
Delivery: 58-60 weeks

Description	Quantity	Unit Price	Total Price
Substation Structure and Appurtenances	Lump Sum	\$229,718.00	\$229,718.00

Note: Peak Substations submitted the apparent low bid, however their proposal was not responsive to the technical specifications.

Schedule IV – Power Transformers

Virginia Transformer Corporation
220 Glade View Drive NE
Roanoke, VA 24012
Quote # G234502A
Delivery 60-65 Weeks

Description	Quantity	Unit Price	Total Price
Power Transformers	1	\$1,422,400.00	\$1,422,400.00
Offloading	0	42,463.00	Not Accepted
On site Assembly, Testing, Commissioning	1	35,028.00	35,028.00
Total Sch. IV			\$1,457,428.00

Schedule V – Relay Panels

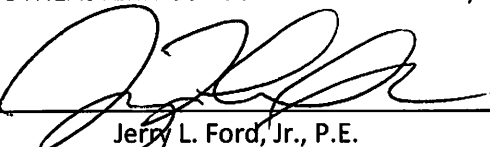
SEL Engineering Services, Inc.
901 Center Park Drive
Charlotte, NC 28217
Quote # 033976
Delivery 14-16 Weeks

Description	Quantity	Unit Price	Total Price
Relay and Control Board and spare cables	Lump Sum	\$26,162.00	\$26,162.00

The total cost for the five recommended schedules is \$2,515,902.20. We recommend that the City accept the proposals and issue a purchase order to the above Vendors. If you have any questions, please do not hesitate to contact us.

Very truly yours,

SOUTHEASTERN CONSULTING ENGINEERS, INC.

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

JLF/lc

cc: Candy Harmon – Purchasing Manager
Philip Hiatt, PE

BID TABULATION
Deep River Substation Equipment
Bid Number: 18-120123

City of High Point
High Point, North Carolina

Date: December 1, 2023
Time: 2:00 PM, EDST

Bidder	ABB	Avail Switchgear Systems	Powercon	Siemens ^{1.}	
<u>Schedule I</u>					
Metalclad Switchgear (1)	\$ 514,894.20	\$ 546,090.00	\$ 746,404.00	\$ 455,349.00	\$
Manufacturer:	ABB	Avail	Powercon	Siemens	
Delivery:	70 Weeks	55-60 Weeks		60 Weeks	
<u>Additional Items/Alternates</u>					
1 Day Additional Installation/ Commissioning (3 Days included in base price)	\$ 3,000.00	\$ 2,450.00	\$ 1,975.00	\$ 15,000.00	\$
<u>Bidder</u>	Siemens Energy				
<u>Schedule II</u>					
121 kV Circuit Breaker (3)	\$ 287,700.00	\$	\$	\$	\$
Breaker commissioning (3)					
Total, Schedule II	\$	\$	\$	\$	\$
Manufacturer:					
Delivery:	120 Weeks				

1. Siemens proposal was not compliant or responsive to the bid documents or specifications.

Bid No. 18-120123

Time: 2:00 PM, EDST

2. Peak's proposal was not responsive to the technical specifications.

BID TABULATION (Con't)
City of High Point
High Point, North Carolina

Deep River Substation Equipment
Bid No. 18-120123
Date: December 1, 2023
Time: 2:00 PM, EDST

<u>Bidder</u>	<u>Siemens</u>	<u>BCS</u>	<u>SEL</u>	<u>EP²</u>	<u></u>
<u>Schedule V</u>					
Relay Panel (1)	\$ 36,241.00	\$ 28,995.00	\$ 26,162.00	\$ 29,573.00	\$
Spare SEL C273A Cables (L.S.)	2,705.00			1,996.00	
Total, Schedule V	\$ 38,946.00	\$ 28,995.00	\$ 26,162.00	\$ 31,569.00	\$
Manufacturer:	Siemens		SEL	EP ²	
Delivery:		14-16 Weeks	14-16 Weeks	16 Weeks	



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: Electric Utilities

COUNCIL AGENDA DATE: December 18, 2023

BID NO.: 18-12012023

CONTRACT NO.:

DATE OPENED: December 1, 2023

DESCRIPTION:

The Electric Department is procuring materials to be used on the Deep River Substation project (project is in the Electric CIP). The Purchasing Department solicited bids for 121kV Circuit Breakers to be use at our Deep River Substation. Purchasing received 12 total bids for all schedules.

PURPOSE:

On December 1st, the City received bids for materials to perform maintenance to Deep River Substation. Purchasing this equipment will allow the City to upgrade the existing substation and tie in a new 100kV transmission line.

COMMENTS:

This item was "Schedule II" of bid number 18-12012023 for 121kV Circuit Breakers.

RECOMMEND AWARD TO: Siemens Energy

AMOUNT: \$287,700

JUSTIFICATION:

Project in existing Electric CIP.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
631799	533701	631201024205	40202	\$6,526,071.50
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD:

Tyler Berrier

Digitally signed by Tyler Berrier
Date: 2023.12.06 14:11:02 -05'00'

DATE:

December 6, 2023

The Purchasing Division concurs with recommendation submitted by the Electric Utilities Dept. and recommends award to the lowest responsible, responsive bidder Siemens Energy in the amount of \$ 287,700.00.

PURCHASING MANAGER:

Candy E. Harmon

Digitally signed by Candy E. Harmon
Date: 2023.12.06 15:12:13 -05'00'

DATE:

12/6/23

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR:

Bobby Fitzjohn

Digitally signed by Bobby Fitzjohn
Date: 2023.12.07 17:01:56 -05'00'

DATE:

12/7/23

CITY MANAGER:

DATE:



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: Electric Utilities

COUNCIL AGENDA DATE: December 18, 2023

BID NO.: 18-12012023

CONTRACT NO.:

DATE OPENED: December 1, 2023

DESCRIPTION:

The Electric Department is procuring materials to be used on the Deep River Substation project (project is in the Electric CIP). The Purchasing Department solicited bids for Substation Structure to be use at our Deep River Substation. Purchasing received 12 total bids for all schedules.

PURPOSE:

On December 1st, the City received bids for materials to perform maintenance to Deep River Substation. Purchasing this equipment will allow the City to upgrade the existing substation and tie in a new 100kV transmission line.

COMMENTS:

This item was "Schedule III" of bid number 18-12012023 for Substation Structure.

RECOMMEND AWARD TO: Substation Enterprises

AMOUNT: \$229,718

JUSTIFICATION:

Project in existing Electric CIP.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
631799	533701	631201024205	40202	\$6,526,071.50
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: Tyler Berrier

Digitally signed by Tyler Berrier
Date: 2023.12.06 14:11:02 -05'00'

DATE: December 6, 2023

The Purchasing Division concurs with recommendation submitted by the Electric Utilities Dept. and recommends award to the lowest responsible, responsive bidder Substation Enterprises in the amount of \$ 229,718.00.

PURCHASING MANAGER: Candy E. Harmon

Digitally signed by Candy E. Harmon
Date: 2023.12.06 15:13:15 -05'00'

DATE: 12/6/23

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn

Digitally signed by Bobby Fitzjohn
Date: 2023.12.07 17:02:46 -05'00'

DATE: 12/7/23

CITY MANAGER:

DATE:



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: Electric Utilities

COUNCIL AGENDA DATE: December 18, 2023

BID NO.: 18-12012023

CONTRACT NO.:

DATE OPENED: December 1, 2023

DESCRIPTION:

The Electric Department is procuring materials to be used on the Deep River Substation project (project is in the Electric CIP). The Purchasing Department solicited bids for a Power Transformer to be use at our Deep River Substation. Purchasing received 12 total bids for all schedules.

PURPOSE:

On December 1st, the City received bids for materials to perform maintenance to Deep River Substation. Purchasing this equipment will allow the City to upgrade the existing substation and tie in a new 100kV transmission line.

COMMENTS:

This item was "Schedule IV" of bid number 18-12012023 for a Power Transformer.

RECOMMEND AWARD TO: Virginia Transformer Corp.

AMOUNT: \$1,457,428.00

JUSTIFICATION:

Project in existing Electric CIP.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
431799	533701	431211024305	40202	\$1,457,500
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: Tyler Berrier

Digitally signed by Tyler Berrier
Date: 2023.12.06 14:11:02 -05'00'

DATE: December 6, 2023

The Purchasing Division concurs with recommendation submitted by the Electric Utilities Dept. and recommends award to the lowest responsible, responsive bidder Virginia Transformer in the amount of \$ 1,457,428.00.

PURCHASING MANAGER: Candy E. Harmon

Digitally signed by Candy E. Harmon
Date: 2023.12.06 15:17:48 -05'00'

DATE: 12/6/23

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn

Digitally signed by Bobby Fitzjohn
Date: 2023.12.07 17:02:34 -05'00'

DATE: 12/7/23

CITY MANAGER:

DATE:

FORMAL BID RECOMMENDATION REQUEST FOR COUNCIL APPROVAL

CITY OF HIGH POINT

AGENDA ITEM

TITLE: Dry Polymer Feed System- Acrison	
FROM: Robby Stone – Public Services Director Derrick Boone – Asst. Public Services Director	MEETING DATE: December 18, 2023
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Quote Sole Source Letter	

PURPOSE: For the sole source purchase of the Acrison Polymair Model 500 dry polymer feed system to be used at the Ward Water Treatment Plant (WTP).

BACKGROUND: Ninety percent of sedimentation removal occurs in the upflow clarifier at the Ward WTP. The upflow clarifier uses coagulation chemicals to form floc particles that trap the sediment and bacteria in a “chemical” sludge blanket. The sludge blanket is held together with non-ionic chains of polymers that are added with a dry chemical feeder. The Ward WTP has two Acrison dry polymer feeders that are 27-years old and are near the end of their useful life. The intent is to purchase one new dry polymer feeder and use the “old” one as spare parts for the second 1996 unit.

BUDGET IMPACT: Funds for this project are available in the FY 2023-2024 budget.

RECCOMENDATION/ACTION REQUESTED: Public Services is recommending that Acrison be approved as a sole source vendor for the purchase of the replacement dry polymer feed system for a total amount of \$132,500.



Acrison Polymair Model 500 Polyelectrolyte Processing System

**High Point, NC WTP
Model 500-150-400 Dry Polymer System**

**Page 1 of 6
Date: 11/16/23
Our Ref: WT22-1212E**

ACRISON, INC. hereby offers to sell you, based on your specifications and subject to the attached Terms and Conditions, the following equipment. Unless otherwise stipulated, this Equipment Offering is valid for thirty (30) days from the date stated herein.

GENERAL REQUIREMENTS

One (1) dry Polymer Metering and Wetting Module capable of preparing up to **16 pounds per hour** of dry polymer at **0.5% solution concentration** aged for at least **1 hour**

EQUIPMENT DESCRIPTIONS

POLYMAIR® MODEL 500 SYSTEM

Acrison's Polymair Model 500 Polyelectrolyte Processing System automatically prepares a homogeneous and precise solution from dry polyelectrolytes and cuts water and wastewater treatment costs by accurate feeding, positive dispersion and complete wetting of dry polyelectrolytes. The unit can also be configured to handle either dry polyelectrolytes and/or liquid polymers.

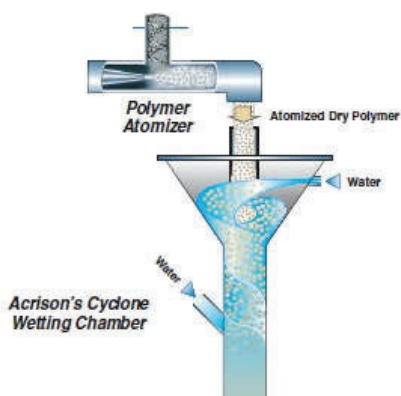
Standard Features



- A dry solids volumetric feeder meters polymer into a pneumatic conveying line where it is dispersed by an atomizer and conveyed into a cyclone wetting chamber (mounted on a mixing tank) where it combines with water to form a thoroughly wetted solution. When liquid polymers are used they are also metered to the wetting chamber. The prepared solution is transferred to a mixing tank immediately following wetting.
- The completely enclosed design ensures that polymer and water are separated to prevent the hygroscopic polymer from absorbing moisture (dry system).
- An air scrubber ensures that only clean air is evacuated from the mixing tank by the use of a unique water flooded screen for filtering.
- Positive dispersion ensures complete wetting without agglomeration or "fisheyes."
- Infinitely regenerative, rotary desiccant type air dryer ensures dry air for atomizing and conveying of the metered dry polymer.
- The cyclone wetting chamber and air scrubber are 316 stainless steel.
- Accurate metering of dry polymer using Acrison's heavy-duty Model W105Z, *dissimilar speed*, Double Concentric Auger Volumetric Feeder constructed of 304 stainless steel.
- The feeder includes a 2 cubic foot hopper with gasketed cover.

- A single door bag loader is mounted on top of the hopper cover. Bag loader is constructed of stainless steel and includes a hinged door, bag spear, and quick-clamps to hold the door closed.
- The control panel includes all the necessary provisions for complete automatic control of the Model 500 System using an programmable logic controller. The enclosure is NEMA 4 rated as standard.
- Time delay interlocks ensure that water is on before and after each dry feeding cycle.
- Compact design.
- Low filling height.
- All non-stainless steel surfaces are painted Acrison's standard color.

ATOMIZING AND WETTING SYSTEM



- The polyelectrolyte atomizing system consists of a positive pressure air blower with a 1-1/2 HP TEFC motor that completely fluidizes and transports the dry polymer from the Feeder discharge through a 1-3/4 inch diameter 304 stainless steel conveying line into Acrison's novel wetting chamber mounted on the cover of the mixing tank.
- Acrison's wetting chamber produces a cyclonic wetting action that ensures thorough wetting of all Polyelectrolyte. The resulting solution is completely void of unwetted polymer (fish-eyes). The entire wetting chamber is mounted on the mixing tank cover and constructed of 304 stainless steel.
- The entire Atomizing system is totally enclosed for dust and moisture-free operation.

MIXING AND AGING TANKS



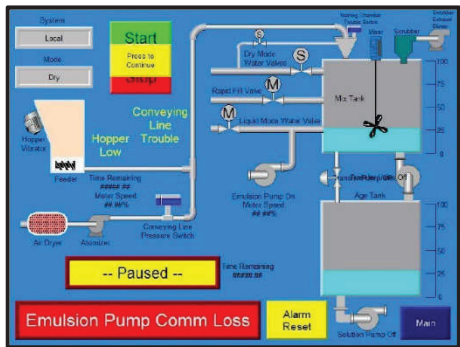
- The mixing tank is rectangular in shape, 150-gallons in capacity and constructed of 304 stainless steel. A low speed mechanical agitator is provided with a 316 stainless steel shaft and impeller, driven by a 1 HP, TEFC gearmotor drive.
- An exhaust air scrubber, complete with a 1/2 HP, TEFC blower motor, a water washed filter screen, and a baffled demister chamber is mounted on the cover of the mixing tank. All metal parts are constructed of 304 stainless steel.
- The mixing tank includes an ultrasonic level transmitter for system control and alarm functions, and continuous level display.
- A transfer valve, installed on the mixing tank, provides gravity discharge of the completed batch (solution) to the aging tank. The transfer valve is 2 inches in size and includes an electric operator with a manual over-ride. Construction is 316 stainless steel.
- The aging tank is rectangular in shape, 400-gallons in capacity and 304 stainless steel in construction. The aging tank includes an ultrasonic level transmitter for system control and alarm functions, and continuous level display
- A heavy-duty mix tank support structure is included.

CONTROL SYSTEM

A NEMA 4 control panel will provide PLC based automatic or manual sequencing as per the following listing. Control panel will includes an Allen-Bradley CompactLogix PLC, with Ethernet capability, and an Allen-Bradley PanelView Plus 12” color touchscreen operator interface. Power for the control panel is 460/3/60. A transformer is provided for 115/1/60 control functions. Magnetic starters are provided for all motors in the basic system. The control panel sh/all be mounted to the same skid as the dry polymer feeder and prewired to the greatest extent possible.

The system sequence shall be as follows:

- a. The main water solenoid valve opens admitting water to the wetting chamber and to the scrubber, with system interlocks such that sequencing will not proceed unless water is flowing at an acceptable pressure and rate.
- b. The mixing tank agitator energizes.
- c. The atomizing system and Scrubber blower energize. Interlocks prevent the sequence from proceeding if the blowers do not start.
- d. The polymer feeder operates for the selected time period to deliver the exact amount of polymer necessary to provide the desired solution concentration.
- e. The atomizer continues to operate for a short period of time after the Feeder stops and then, shuts down.
- f. Water continues to flow until the High Level Probe in the Mixing Tank is satisfied and then, the Water Solenoids close.
- g. The mixing tank agitator continues to operate for the selected time period and then, shuts down.
- h. The completed batch remains in the mixing tank until a transfer signal from the aging tank level probe is received and then, the Transfer Valve opens discharging the entire Batch into the Aging Tank.
- i. When the mixing tank is empty, its low level probe closes the transfer valve and the batch cycle automatically repeats.



PAINTING

All non-stainless steel surfaces will be painted with Acrison standard blue epoxy Paint. Surface preparation is per SSPC-SP-1-63

Offering Summary		
Qty.	Description	Price
One (1)	Model 500-150-400 as described herein Freight to plant, and start-up services included.	\$132,500

COMMERCIAL SPECIFICATIONS AND INFORMATION

DRAWINGS

The scope of the equipment outlined in this offering requires a drawing approval process. Drawings for approval will be submitted **six (6) weeks** after our receipt of a formal purchase order, including all of the required engineering data necessary for complete order entry.

Drawings returned “approved as noted, released for production” — which encompass the requirement for significant engineering rework — will be resubmitted for final approval. Drawings resubmitted for final approval will be forwarded within **four (4) weeks** after their receipt by Acrison. Equipment delivery lead time, as specified herein, commences on the date of receipt by Acrison of final approval drawings, approved without comment and released for production.

DELIVERY

Shipment of equipment will be made **twenty-five (25) to thirty (30) weeks** after our receipt of final approved drawings in accordance with the provisions outlined in the preceding paragraphs regarding drawings.

NOTE: The COVID-19 pandemic has significantly affected global supply chains, resulting in wide ranging shortages of various mechanical and electrical components commonly used in Acrison’s systems. The lead times of our vendors have become highly variable and unpredictable, with unforeseen delays becoming increasingly common. Although Acrison continues to take actions in an attempt to mitigate these issues, the lead times stated above are to be considered estimates only. Acrison cannot be held responsible for equipment delivery delays due to these vendor shortages.

NOTE: Lead-times, as noted above, are based on engineering and production schedules as of the date of this Offering, which will be held valid for thirty (30) days. Afterwards, lead-times are subject to change at the time of order placement, based on our engineering and production schedules at that time (i.e., lead-times may be reduced or extended).

Changes made to the equipment (by the buyer) during, or after, the drawing approval process may necessitate additional charges and may adversely affect the originally indicated delivery schedule.

WIRING

All wiring to the equipment described in this offering is made by the purchaser. This includes all interconnections between the equipment and any Acrison-furnished control panel(s) as well as any interlock(s) either required by law or by the safety standards of the user. As standard, the equipment outlined in this offering does not include any specific interlock(s). Please advise Acrison if any such requirements exist.

BASIC WARRANTY

Acrison warrants the equipment for a period of one (1) year from the date of shipment in accordance with Acrison’s standard warranty as described in Acrison’s attached Terms and Conditions of Sale.

START-UP AND FIELD SERVICE

Two (2) trips, two (2) days each total start-up service by an Acrison Factory Technician is also included. At the time start-up is required, it is essential that all utilities including the water supply be connected and functioning. A minimum notice of two weeks is required to schedule Service.

NOT INCLUDED

Services of an Acrison Technician other than those listed above, supervision of installation, labor, anchor bolts, chemicals, loading platforms, piping, valves, fittings, starters, relays, controls and other accessories unless specifically stated in this Offering are not included. Piping and wiring to and from the Equipment is also not included.

SHIPMENT

FOB Moonachie, New Jersey, Motor Freight. Freight to the plant site is included.

PAYMENT TERMS

30% invoiced after receipt of approved drawings and release of equipment to production, with payment due net thirty (30) days from the date of invoice. Balance (70%) invoice upon shipment of the equipment, with payment due net thirty (30) days from date of invoice.

GENERAL COMMENTS

Acrison's approval submittal shall consist of one (1) digital file, in PDF format, containing Mechanical and Electrical drawings and catalog cut sheets. Preliminary and Final Operation and Instructional Manuals will also be provided in PDF format. Hardcopies of any documentation can be provided upon special request.

ADDITIONAL COMMENTS

- Metering Pumps, Pump Controls, Pump Accessories, and Post Dilution Equipment are NOT included.
- In order to ensure proper system operation, clean, filtered water with little or no solids content must be provided. Typically, standard plant effluent is not acceptable. As with **any** polymer system, solids particles will interfere with the chemistry of the polymer, resulting in premature flocculation, a less efficient final solution, and increased polymer demand. Unacceptable process water can also damage the mechanical components of the polymer system, rendering the system ineffective or inoperable. Additionally, salt water is not acceptable for use with Acrison polymer preparation systems.
- The equipment quoted in this equipment offering is based on Acrison's standard equipment and components (mechanical and electrical), which will be detailed in the first approval submittal. Any changes made to the equipment will result in additional charges, and may affect lead-time.
- Any additional valves/components required that are not specifically called out in this offering are the responsibility of the customer.
- Installation is not included.
- Anchor bolts are not included.

ACCEPTED,

Respectfully submitted,
ACRISON, INC.

Buyer

By _____

By *Ronald Ricciardi, Jr.*
Application Engineer Water Treatment



TERMS AND CONDITIONS OF SALE

Item 1: ACCEPTANCE

This offering may be accepted by noting your acceptance in the space provided on the preceding page, or by another writing, or by accepting the equipment described herein, but not orally. No acceptance shall be effective which varies the terms hereof or proposes additional terms. Any such varied terms or proposed additional terms are hereby rejected.

Item 2: PRICES

Unless otherwise stated in this offering, prices are F.O.B., ACRISON'S factory, Moonachie, New Jersey and firm for a period of thirty (30) days. Prices may be extended beyond thirty (30) days only when confirmed in writing by ACRISON. Charges for on-site technical assistance performed by a factory technical representative are not included unless indicated. A separate purchase order will be required for any type of on-site technical assistance.

Item 3: TAXES

Liability for all taxes, licenses, or other fees imposed by any municipal, state or government authority upon the production, sales, shipment and/or use of equipment and/or services covered by this offering shall be assumed and paid for by the buyer, and the buyer shall indemnify ACRISON against all such liability. Applicable sales and/or use taxes will be billed by ACRISON, unless a suitable exemption certificate is furnished by the buyer at the time of acceptance of this offering.

Item 4: CREDIT AND PAYMENT

Unless otherwise stated in this offering, payment terms, from the date of invoice are net thirty (30) days on all equipment, and net ten (10) days on all other items, including all freight charges, field engineering and/or factory service. Overdue payments are subject to a surcharge of one (1) percent per month on the outstanding balance, plus the cost and expenses of collection, including reasonable attorney fees. If payment is not made when due, in addition to any other remedies which ACRISON may have, ACRISON shall have the right, and the buyer shall permit ACRISON, or their designated agent, to enter the premises where the equipment is installed and repossess equipment as to which full payment has not been received.

Item 5: CANCELLATION

After the buyer has accepted this offering, the buyer shall have no right to cancel the contract or any part thereof, unless otherwise agreed to in writing by both parties. Should the order be canceled, buyer shall pay ACRISON a cancellation charge equal to all of the costs incurred by ACRISON, up to the receipt of the formal cancellation, plus fifteen percent (15%) of the full order amount, provided that actual production of the equipment has not yet commenced. In the event that production has commenced, the cancellation charges shall be equal to all of the costs incurred by ACRISON, up to the receipt of the formal cancellation, plus an amount equal to the actual percentage of completion of the equipment being produced.

Item 6: FINANCIAL RESPONSIBILITY OF BUYER

If at any time before shipment, the financial responsibility of the buyer becomes impaired or unsatisfactory, ACRISON shall have the right to require the buyer to make payment in full before shipment. In addition, if at any time before shipment, any proceeding is brought by or against the buyer under the bankruptcy or insolvency laws, ACRISON shall have the right to cancel this contract and buyer shall pay ACRISON a cancellation charge equal to all of the costs incurred by ACRISON up to the time of termination, plus fifteen percent (15%).

Item 7: ESCALATION

If buyer specifies a shipping date more than one (1) year from the date of acceptance of this offering, the price stated in this offering for the same equipment shall be increased by a figure of at least six (6) percent.

Item 8: WARRANTY

ACRISON warrants the equipment (complete new equipment) to be free from defects in material and workmanship for a period of one (1) year [five (5) years for the entire weighing mechanism of an Acrison Weigh Feeder] from the date of shipment to or for the buyer. The obligation of ACRISON under this warranty is expressly limited to the repairing or replacing of any part or parts that are proved to the satisfaction of ACRISON to have failed prematurely or because of a fault in workmanship or materials. All such replacement parts shall be shipped F.O.B., ACRISON'S factory; this warranty does not include the installation or freight charges of such replacement parts. The new equipment warranty is not transferable and applies only to the original buyer of the equipment.

Parts replaced under ACRISON'S new equipment warranty automatically fall into the new equipment warranty period for that of the original (new) equipment which is one (1) year from the date of shipment of the original (new) equipment... not the shipment date of replacement parts covered under ACRISON'S new equipment warranty.

ACRISON warrants spare and replacement parts (not parts replaced under its new equipment warranty) for a period of ninety (90) days from the date of shipment of the parts, whether or not such parts are shipped with the original (new) equipment.

ACRISON warrants repaired parts (not parts replaced under its new equipment warranty) for a period of thirty (30) days from the date of shipment of such repaired parts.

ACRISON shall not be liable for any inconvenience, loss of use, or any other consequential loss, damage, or injury arising from any cause whatsoever associated with the equipment. Backcharges of any nature relative to work performed on the equipment at any time by the buyer, user, or a contractor authorized by the buyer or user, will not be accepted without the prior written consent of ACRISON.

ACRISON warrants that all the equipment being shipped herewith has been manufactured in accordance with all applicable laws, rules and regulations. In addition, ACRISON reserves the right to correct and/or modify any area of design or construction which is considered not to be in accordance with any specific ordinance (safety or otherwise) unknown to ACRISON, within sixty (60) days of notification in writing by the user, with any costs for such work at the user's expense.

ACRISON reserves the right to inspect installations and make recommendations or revisions to the equipment. ACRISON further reserves the right to inspect all parts claimed to be defective, and its decision shall be final.

ACRISON shall have no obligation under this warranty for any equipment or parts which have not received proper maintenance service, or which have been subject to any misuse, abuse, negligence, accident, improper installation, deterioration by chemical action, act of God, repair or alteration in any way, so as in the final judgement of ACRISON, to adversely affect the performance or reliability of the equipment or parts.

NOTE: In order for precision weighing equipment to operate properly, the supporting structure for same must be designed and constructed in accordance with sound engineering practices and be sufficiently rigid to not only adequately support the equipment, but

also, to ensure that the effects of rotating or vibrating machinery operating in close proximity remain within tolerable levels so as not to adversely affect performance.

No employee, agent or representative of ACRISON shall have any right or authority to vary or alter the terms of this warranty.

This warranty does not include any representation that the equipment shipped herewith is fit for the particular purpose intended by the buyer, unless ACRISON agrees in writing that, (a) the equipment is based on the recommendation of ACRISON for a specific particular purpose, (b) buyer is relying on the expertise of ACRISON in making the recommendation and, (c) the equipment is, in fact, used for the specified purpose, in which event, ACRISON warrants that the equipment is fit for that specified particular purpose.

Equipment Safety Parameters:

With respect to operation of the equipment, it is the buyer's or user's responsibility to define and provide any safety device(s) or associated safety device(s)... (other than that which is furnished by ACRISON as standard)... which may be necessary and/or required, and to establish safety procedures and operational instructions to safeguard the operator(s) during maintenance, cleaning, or any use of the equipment whatsoever, and to subsequently ensure that the equipment is operated in conformance with all applicable safety procedures, laws, regulations and instructions. It is also the buyer's or user's responsibility to enforce all safety regulations and operational instructions and to maintain the equipment in a safe condition (guards in place, warning, caution and/or important labels affixed, electrical boxes secure, interlocks operational, etc.). In particular, all warning, caution and/or important labels must be maintained in a readable condition, and if necessary, replaced with new labels. Additionally, and because the nature of the equipment does not always make it possible to fully prevent operator access from rotating components, maintenance or cleaning of any nature must not be performed on the equipment without first disconnecting all power.

Operator Safety:

Buyer or user warrants and agrees that because it has sole control over the equipment, it shall be solely responsible for safety compliance. Operator access and use of equipment, and full compliance with all provisions of the Operator Safety section of ACRISON'S Instruction Manuals are essential and the user's responsibility; the provisions of that section being incorporated herein expressly.

Claims:

Buyer or user shall defend, indemnify and hold ACRISON and/or seller harmless from all product liability claims involving the equipment, unless such liability is proven to be due solely to negligence on the part of ACRISON.

Item 9: SHIPMENT

Unless otherwise specified in writing, equipment will be boxed or crated as deemed proper for protection against normal handling. An extra charge will be made for preservation, water proofing and similar added protection of goods, including export crating. Shipment will be made via carrier of buyer's request if applicable and available, or if not indicated, via overland common carrier. Unless specified otherwise, all shipments are made F.O.B., ACRISON'S factory, freight prepaid, with all applicable transportation costs added to the equipment invoice.

ACRISON shall attempt to make shipment within the time specified by ACRISON after order acceptance and/or after the receipt of full engineering data including approved equipment drawings when applicable, without changes. Buyer agrees to furnish complete shipping instructions to ACRISON within a reasonable period of time before the date such shipment is to be made. ACRISON shall not be responsible for any delay in manufacturing or delivery arising out of acts of the public enemy, fire, flood, or any natural disaster, labor dispute, delay in the supply of materials or parts thereof from ordinary sources, or any cause occurring without fault of ACRISON.

In no event shall ACRISON be liable for consequential damage and/or penalties resulting from failure to perform, or delays in performing its obligations. ACRISON assumes no responsibility for delays arising out of the transportation of the equipment, products or materials. ACRISON will not be responsible for any damage which may occur during shipment, and no such damage shall relieve buyer of any obligation hereunder.

Item 10: INSPECTION

Inspection of goods by the buyer or by a buyer's representative at any facility of ACRISON will be permitted at a mutually agreeable time insofar as such inspection does not unduly interfere with the production work flow, and provided that complete details of the inspection desired are submitted to ACRISON in writing, in advance, but always prior to shipment.

Item 11: RECORDS, AUDITS AND PROPRIETARY DATA

Unless otherwise specifically agreed to in writing by an authorized Officer of ACRISON, neither the buyer nor any representative of the buyer, nor any other person shall have any right to examine or audit ACRISON'S cost accounts, books or records of any kind on any matter, or be entitled to, or have control over, any engineering, production prints, drawings, or technical data, which in the sole discretion of ACRISON may be considered in whole or in part, proprietary. This also includes all vendors and vendor data which may be deemed proprietary by ACRISON.

Item 12: PATENT INFRINGEMENT

ACRISON shall not be liable for any claim of infringement unless due to infringement by goods manufactured by ACRISON in the form in which such goods are supplied to the buyer, and without regard to their use by the buyer.

Item 13: ENTIRE CONTRACT

This writing constitutes the entire agreement and understanding between the buyer and ACRISON as of the date of order acceptance and shall not be modified except in writing and executed by a person duly authorized by ACRISON to execute same.

Item 14: CHOICE OF LAW

This contract shall be governed by choice of law and jurisdiction. In the event of any litigation arising out of this transaction, jurisdiction and venue shall be had in Bergen County, New Jersey.

Item 15: SCOPE OF OFFERING

This offering is limited to the quantities and items specified, and ACRISON can assume no responsibility for furnishing any other equipment or material shown in any plan or specifications.

Financial Services

Purchasing Division



Requisition #

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

Vendor:

Item(s):

Justification:

For the sole source purchase of the Acrison Polymair Model 500 dry polymer feed system to be used at the Ward Water Treatment Plant (WTP). The new dry polymer unit will replace an existing Acrison unit and will allow us to install without changing electrical, plumbing, or change the layout of the polymer building.

Estimated expenditure for the above item(s):

Accounting Unit and Account(s):

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

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

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

Department Head/Authorized Personnel Digitally signed by Robby Stone
Date: 2023.11.21 15:48:54 -05'00'

Department/Division Date

APPROVAL PROCESS

Purchasing Manager

Financial Services Director

City Council (\$30,000 – Up)