

City of High Point

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



Meeting Agenda

Monday, August 17, 2020

5:30 PM

Council Chambers

City Council

*Jay W. Wagner, Mayor
Christopher Williams, Mayor Pro Tem
Michael A. Holmes, S. Wesley Hudson,
Cyril Jefferson, Tyrone E. Johnson, Victor Jones,
Britt W. Moore, Monica L. Peters*

In order to maintain the health, safety, and well-being of our residents, staff, and the City Council, this meeting will be conducted electronically with remote participation. As part of the city of High Point's COVID-19 mitigation efforts, in-person attendance will not be allowed at this meeting. Instead, the meeting will be live-streamed and the public can listen to the meeting as it is being live-streamed by clicking on the following link www.HighPointNC.gov/VirtualPublicMeeting.

ROLL CALL, MOMENT OF SILENCE , AND PLEDGE OF ALLEGIANCE

FINANCE COMMITTEE - Council Member Moore, Chair **Committee Members: Moore, Holmes, Peters, and Jones**

CONSENT AGENDA ITEMS

[2020-303](#)

Contract - KI Furniture - High Point Police Department

City Council is requested to award a contract to KI Furniture in the amount of \$710,248.28 for the total comprehensive furnishings for the new High Point Police Department. KI is an approved North Carolina State Contract (420A) manufacturer and their proposal was submitted utilizing at or below state contract pricing.

Attachments: [HPPD Furniture - KI](#)

[Signed Bid Recommendation \(KI HPPD Furniture\)](#)

[2020-304](#)

Contract - Change Order - Sharpe Brothers - Cedrow Subdivision

City Council is asked to approve a change order with Sharpe Brothers, Inc. for the amount of \$18,556.78 to cover costs for clearing fifteen (15) trees, and for an additional 6" gate valve necessary for the installation and testing of the new waterline.

Attachments: [Sharpe Brothers](#) [Cedrow Subdivision](#) [Change Order](#)

[2020-305](#)

Contract - Asplundh Tree Expert Co.

City Council is requested to continue a contract in the amount of \$1,161,800 utilizing Asplundh Tree Expert Co. to provide line clearance tree services (tree trimming) for the upcoming fiscal year.

Attachments: [Contract Continuation-Asplundh 2020](#)

[2020-306](#)

Contract - James River Equipment - John Deere Wheel Loader

City Council is requested to award a contract to James River Equipment in the amount of \$196,503.70 for the purchase of a John Deere 624L wheel loader and to declare the old loader as surplus and disposing through the online auction process.

Attachments: [James River Equipment](#) [John Deere Wheel Loader](#)

[SIGNED Recommendation Form - Wheel Loader](#)

[2020-307](#)**Contract - James River Equipment - John Deere Excavator**

City Council is requested to award a contract to James River Equipment in the amount of \$255,124 for the purchase of a John Deere 300G excavator from James River Equipment and to declare the old excavator as surplus and disposing through the online auction process.

Attachments: [James River Equipment John Deere Excavator](#)
[SIGNED Recommendation Form - Excavator](#)

[2020-308](#)**Contract - Alta Planning & Design - Greenway Master Plan**

City Council is requested to award a contract to Alta Planning & Design for professional consulting services to assist in the development of a comprehensive Greenway Master Plan.

Attachments: [Greenway Master Plan Consultant Aug 2020](#)
[Bid Recommendation Greenway Master Plan \(Alta\)](#)

[2020-309](#)**Contract - Spectrum Southeast LLC - Installation & Bulk Service Agreement - Cable Services - Oak Hollow Campground**

City Council is requested to approve a Nonexclusive Installation and Bulk Service Agreement 10-year contract between Spectrum Southeast LLC and the City of High Point effective September 1, 2020.

Attachments: [Spectrum Southeast Oak Hollow Campground](#)

[2020-310](#)**Resolution - Sale of City Owned Property - 1114 Tipton Street**

City Council is requested to adopt a resolution accepting the offer of \$22,000 and authorizing the sale of City owned property located at 1114 Tipton Street, Parcel No. 187490 through the upset bid procedure of N.C.G.S. 160A-269 and direct the City Clerk to publish a public notice of the proposed sale in accordance with N.C.G.S. 160A-269.

Attachments: [1114 Tipton City Owned Property](#)
[Signed RES Upset Bid 1114 Tipton](#)

[2020-311](#)**Resolution Approving Interlocal Agreement- Guilford County CARES Act Funding- COVID-19**

City Council is requested to adopt a resolution approving an interlocal agreement between Guilford County and the City of High Point regarding CARES Act funding and authorize the appropriate city official to execute all necessary documents.

Attachments: [Guilford County CARES Act Funding](#)
[Signed Guilford Co Interlocal Agreement](#)
[Signed RES Guilford Co COVID 19 Program](#)

[2020-312](#)**Resolution Approving Interlocal Agreement - Forsyth County - COVID-19 Relief Funds**

City Council is requested to adopt a resolution approving an interlocal agreement between Forsyth County and the City of High Point regarding the grant of Coronavirus Relief Funds and authorize the appropriate city official to execute all necessary documents.

Attachments: [Forsyth County CARES Act Funding](#)

[Signed Forsyth Co Interlocal Agreement](#)

[Signed RES Forsyth Co COVID 19 Program](#)

[2020-313](#)**Resolution Approving Interlocal Agreement - Davidson County CARES Act Funding - COVID-19**

City Council is requested to adopt a resolution approving an interlocal agreement between Davidson County and the City of High Point regarding CARES Act funding and authorize the appropriate city official to execute all necessary documents.

Attachments: [11. Davidson County CARES Act Funding.pdf](#)

[Signed Davidson Co Interlocal Agreement COVID 19 Program](#)

[Signed RES Davidson Co COVID 19 Program](#)

[2020-320](#)**Ordinance - Economic Development Incentive Fund Budget Ordinance**

City Council is requested to adopt an ordinance to appropriate a pass-through grant from the NC Department of Commerce's One North Carolina Fund. The Department of Commerce has notified the City that the requirements of the grant have been satisfied and the city has received \$160,000 to be passed through to Central Square (formerly Superior, LLC).

Attachments: [Ordinance-Economic Development Incentive Fund Budget ORD-Central Square](#)

REGULAR AGENDA ITEMS**COMMUNITY DEVELOPMENT COMMITTEE - Mayor Pro Tem Williams,****Chair**[2020-314](#)**Ordinance - Demolition - 1519 Baker Road**

City Council is requested to approve the demolition of the collapsed structure at 1519 Baker Road.

Attachments: [Final Condemnation Demolish 1519 Baker Road.pdf](#)

[2020-315](#)**Delegation of Authority To Act As Certifying Officer - HUD**

City Council is requested to approve the Delegation of Authority to Act as Certifying Officer and that the appropriate City official and/or employee be authorized to execute all necessary documents.

Attachments: [Approval of Delegation of Authority to Act as Certifying Officer.pdf](#)

[Delegation of Authority to Act as Certifying Officer](#)

[2020 Analysis of Impediment to Fair Housing Certification](#)

PLANNING & DEVELOPMENT - Mayor Jay Wagner[2020-321](#)**National Register Nomination- Melrose Hosiery Mill No. 1**

Council is requested to provide a recommendation to the NC National Register Advisory Committee that the former Melrose Hosiery Mill No. 1 complex located at 1533-1547 W. English Road and 105-109 S. West Point Avenue be listed on the National Register of Historic Places as the nomination meets the required criteria.

Attachments: [National Register Nomination - Melrose Hosiery Mill.pdf](#)

PUBLIC HEARINGS**[2020-316](#)****George Pitts and Lala Pitts-Annexation 20-05**

A request by George Pitts and Lala Pitts for a voluntary noncontiguous annexation of approximately 15.5 acres located along the south side of National Service Road, approximately 200 feet east of Sandy Ridge Road. The property is addressed as 8051 National Service Road and 2520 Sandy Ridge Road, and also known as Guilford County Tax Parcel Guilford County Tax Parcels 170819 and 170821.

Attachments: [Staff Report \(AN-20-05\).pdf](#)

[2020-317](#)**UMA Geotechnical Construction - Zoning Map Amendment 20-13**

A request by UMA Geotechnical Construction to rezone approximate 15.5 acres from the Residential Single Family-40 (RS-40) District and the Agricultural (AG) District, both within Guilford County's zoning jurisdiction, to a Conditional Zoning Light Industrial (CZ-LI) District. The site is located along the south side of National Service Road, approximately 200 feet east of Sandy Ridge Road (8051 National Service Road and 2520 Sandy Ridge Road). Approval of this rezoning request is contingent upon City Council approval of a voluntary annexation request.

Attachments: [Staff Report ZA-20-13.pdf](#)

[2020-318](#)**City of High Point - Zoning Map Amendment 20-14**

A request by the High Point City Council to rezone 733 properties, totaling approximately 179 acres, as part of the Comprehensive Zoning Map Amendment project. The properties are located within the Saddlebrook Subdivision (Johnson Street), Fair Oaks at Bent Tree Townhome subdivision (Barrow Road), Orchard Knob Townhome subdivision (Skeet Club Road), St. Andrews Townhome subdivision (Skeet Club Road), Deerfield Townhome subdivision (Skeet Club Road), Heritage Ridge subdivision (Hedgecock Road), Ashebrook Place Subdivision (Hedgecock Road), Hedgecock Place Condominium (Hedgecock Road) and 130 Hedgecock Road.

Attachments: [Staff Report ZA-20-14.pdf](#)

[ZMA 20-14 Public Comments \(August 17 2020\).pdf](#)

[ZMA 20-14 Ordinance](#)

GENERAL BUSINESS AGENDA[2020-319](#)**Minutes To Be Approved**

Finance Committee; July 30th @ 4:00 p.m.

Special Meeting of City Council; August 3rd @ 3:00 p.m.

Regular Meeting of City Council; August 3rd @ 5:30 p.m.

Community Development Committee; August 4th @ 4:00 p.m.

Prosperity & Livability Committee; August 5th @ 11:00 a.m.

Adjourned Session of City Council; August 5th @ 5:30 p.m.

Attachments: [1. July 30 2020 Finance Committee Meeting.pdf](#)
[2. August 3 2020 Special Meeting.pdf](#)
[3. August 3 2020 High Point City Council Meeting.pdf](#)
[4. August 4 2020 Community Development Committee.pdf](#)
[6. August 5 2020 Recessed Meeting.pdf](#)
[5. August 5 2020 Prosperity & Livability Committee Meeting.pdf](#)

ADJOURNMENT (A motion will need to be made to RECESS this meeting to Wednesday, August 19, 2020 @ 5:30 pm. for the voting session on the public hearing matters)

**RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN
THE CITY OF HIGH POINT AND THE COUNTY OF GUILFORD FOR
PARTICIPATION IN THE GUILFORD COUNTY LOCAL GOVERNMENT
COVID-19 REIMBURSEMENT PROGRAM**

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

WHEREAS, Guilford County, North Carolina ("County") is a body politic and corporate in the State of North Carolina, established and regulated by Chapter 98 of the Public Local and Private Laws of 1941, as amended by Chapter 793 of the 1969 Session Laws of Chapter 594 of the 1985 Session Laws, and

WHEREAS, Guilford County received approximately \$93,700,000 from the United States Government pursuant to the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"); and

WHEREAS, The CARES Act provides for payments to local government navigating the impact of the COVID-19 outbreak via the Coronavirus Relief Fund; and

WHEREAS, the CARES Act provides that payments from the Coronavirus Relief Fund may only be used to cover expenses which: (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the local government; and (3) were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020; and

WHEREAS, Guilford County was eligible to receive payments under the CARES Act, as it is a unit of local government in excess of 500,000 residents; and

WHEREAS, the United States Department of Treasury has issued guidelines with regards to the authorized use of funds allocated to local governments under the CARES Act; and

WHEREAS, neither the CARES Act, the United States Department of Treasury, nor state law, requires that the County disburse any funds to local municipalities within its geographic boundaries; and

WHEREAS, under the CARES Act, the County is ultimately responsible for any expenditures from CARES Act funds; and

WHEREAS, much uncertainty remains regarding future costs the County and local municipalities will be forced to bear related to the coronavirus emergency, and

WHEREAS, much uncertainty exists as to the potential for future allocations of federal or state monies to defray those future costs, and

WHEREAS, the Parties wish to enter into an interlocal agreement to promote the most efficient distribution of resources which have been made available to Guilford County to benefit the citizens of Guilford County, and

WHEREAS, under the CARES Act, should the Office of the Inspector General determine that the funds were used in a manner contrary to the intent of the legislature or contrary to the United States' Department of Treasury guidelines, the CARES Act provides that the federal government may recoup the improperly spent funds from the County; and

WHEREAS, the County, those municipalities within Guilford County, and their residents, have suffered secondary effects of the coronavirus emergency, as the State of North Carolina has ordered the closure of non-essential businesses; and

WHEREAS, Guilford County, as the jurisdiction responsible for disbursement of funds under the CARES Act, finds that it is appropriate to use these funds to defray certain costs incurred by the City related to the coronavirus emergency; and

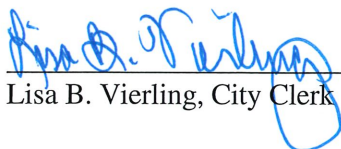
WHEREAS, the disbursement of funds under the CARES Act to the City is in the best interests of the County, the City and their residents.

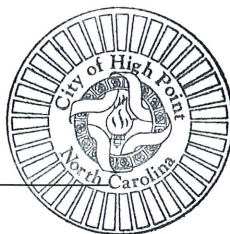
THEREFORE, BE IT RESOLVED by the High Point City Council, that the Mayor is hereby authorized to execute the Interlocal Agreement between the City of High Point and the County of Guilford for participation in the Guilford County Local Government COVID-19 Reimbursement Program, in which the City shall receive reimbursement, in aggregate, no more than \$1,113,220.00 for COVID-19 eligible response and recovery expenses.

Adopted this the 17th day of August 2020.


Christopher Williams, Mayor Pro Tem

Attest:


Lisa B. Vierling, City Clerk



CITY OF HIGH POINT

AGENDA ITEM



Title: Davidson County CARES Act funding

From: Eric Olmedo, Assistant City Manager

Public Hearing: N/A

Attachments: Interlocal Agreement & Resolution

Meeting Date: August 17, 2020

Advertising Date: N/A

Advertised By: N/A

PURPOSE:

Request to adopt a Resolution approving an Interlocal Agreement between Davidson County and the City of High Point regarding CARES Act funding.

BACKGROUND:

Counties in North Carolina with populations under 500,000 received funding from the Federal Government under the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") as a pass through from the State of North Carolina. Davidson County received approximately \$2,977,053 in funding, since it is a unit of government with a population under 500,000. Under this act, Davidson County is required to share a portion of the funding with municipalities within the County. High Point's share of the funding based on population is \$175,482.

BUDGET IMPACT: The City will receive funding of \$175,482 to reimburse direct expenses related to the COVID-19 pandemic.

RECOMMENDATION / ACTION REQUESTED: Staff recommends and asks the Council to adopt a Resolution approving the interlocal agreement and authorize the appropriate city official to execute all necessary documents.

**RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN
THE CITY OF HIGH POINT AND THE COUNTY OF DAVIDSON FOR
PARTICIPATION IN THE DAVIDSON COUNTY LOCAL GOVERNMENT
COVID-19 REIMBURSEMENT PROGRAM**

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

WHEREAS, Davidson County, North Carolina (“County”) is a body politic and corporate in the State of North Carolina, established and regulated by Chapter 98 of the Public Local and Private Laws of 1941, as amended by Chapter 793 of the 1969 Session Laws of Chapter 594 of the 1985 Session Laws, and

WHEREAS, Counties in North Carolina with populations under 500,000 received funding from the Federal Government under the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) as a pass through from the State of North Carolina; and

WHEREAS, Davidson County received approximately \$2,977,053 from the United States Government pursuant to the Coronavirus Aid, Relief and Economic Security Act (“CARES Act”) since it is a unit of government with a population under 500,000; and

WHEREAS, under the CARES Act, Davidson County is required to share a portion of the funding with municipalities within the County and High Point’s share of the funding based on population is \$175,482; and

WHEREAS, The CARES Act provides for payments to local government navigating the impact of the COVID-19 outbreak via the Coronavirus Relief Fund; and

WHEREAS, the CARES Act provides that payments from the Coronavirus Relief Fund may only be used to cover expenses which: (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the local government; and (3) were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020; and

WHEREAS, the United States Department of Treasury has issued guidelines with regards to the authorized use of funds allocated to local governments under the CARES Act; and

WHEREAS, under the CARES Act, the County is ultimately responsible for any expenditures from CARES Act funds; and

WHEREAS, much uncertainty remains regarding future costs the County and local municipalities will be forced to bear related to the coronavirus emergency, and

WHEREAS, much uncertainty exists as to the potential for future allocations of federal or state monies to defray those future costs, and

WHEREAS, the Parties wish to enter into an interlocal agreement to promote the most efficient distribution of resources which have been made available to Davidson County to benefit the citizens of Davidson County, and

WHEREAS, under the CARES Act, should the Office of the Inspector General determine that the funds were used in a manner contrary to the intent of the legislature or contrary to the United States' Department of Treasury guidelines, the CARES Act provides that the federal government may recoup the improperly spent funds from the County; and

WHEREAS, the County, those municipalities within Davidson County, and their residents, have suffered secondary effects of the coronavirus emergency, as the State of North Carolina has ordered the closure of non-essential businesses; and

WHEREAS, Davidson County, as the jurisdiction responsible for disbursement of funds under the CARES Act, finds that it is appropriate to use these funds to defray certain costs incurred by the City related to the coronavirus emergency; and

WHEREAS, the disbursement of funds under the CARES Act to the City is in the best interests of the County, the City and their residents.

THEREFORE, BE IT RESOLVED by the High Point City Council, that the Mayor is hereby authorized to execute the Interlocal Agreement between the City of High Point and the County of Davidson for participation in the Davidson County Local Government COVID-19 Reimbursement Program, in which the City shall receive reimbursement, in aggregate, no more than \$175,482 for COVID-19 eligible response and recovery expenses.

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Adopted this the 17th day of August 2020.

Jay Wagner, Mayor

Attest:

Lisa B. Vierling, City Clerk

NORTH CAROLINA)

DAVIDSON COUNTY)

MEMORANDUM OF AGREEMENT
FOR ACCEPTANCE OF COVID-19 RELIEF FUNDS

THIS MEMORANDUM OF AGREEMENT, made and entered this ____ day of August, 2020, by and between Davidson County, a body corporate and politic of the State of North Carolina, hereinafter referred to as “Davidson County,” and the City of High Point, a municipal corporation of Davidson County, North Carolina, hereinafter referred to as “High Point:”

WITNESSETH:

WHEREAS, pursuant to Session Law 2020-4 and Session Law 2020-80, the State of North Carolina has instituted a Coronavirus Relief Fund (CRF) and instituted a protocol to be used by counties to document the planned use of CRF monies; and

WHEREAS, such funding is limited to specific purposes and, among other things, may only be used to cover necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease; and

WHEREAS, counties and municipalities are liable to the State for any misuse or mishandling of these funds and subject to clawback and other appropriate measures, including the reduction or elimination of other State funds; and

WHEREAS, said law requires that each county be responsible for maintaining adequate documentation to support expenditures made; and

WHEREAS, Session Law 2020-80 requires that twenty-five percent (25%) of the total funding be allocated for use by municipalities within the county, and

WHEREAS, Davidson County has submitted an application to the State and the City of High Point has requested a portion of these funds.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and for the purposes set forth above the parties do hereby mutually agree as follows:

1. Davidson County will provide to High Point a sum of up to One Hundred Seventy-Five Thousand Four Hundred Eighty-Two and no/100 Dollars (\$175,482.00) of Coronavirus Relief Funds to be used by High Point solely for necessary expenditures due to the public health emergency as such expenditures are authorized by state law and the provisions of the Davidson County COVID-19 Relief Funds Plan.

2. High Point will comply with all requirements for documentation to support any and all expenditures made by High Point with funds provided by Davidson County pursuant to this program. High Point is solely responsible for ensuring that any expenditures made by High Point with funds provided by this program are eligible expenses for CRF funding.
3. High Point agrees to hold Davidson County, its officers, employees and agents free, harmless, and indemnified from risk against any and all claims suits or causes of action arising from or in any way out of the performance of the terms of this Memorandum of Agreement. High Point will reimburse Davidson County for any and all expenses incurred by Davidson County, including having to return money to the State, for any funds expended by High Point that are subsequently determined by the State to not be an eligible or appropriate use of CRF funds.
4. No assignment of the rights or obligations of High Point shall be permitted.
5. No modification, amendment or addition to this Memorandum of Agreement shall be valid or enforceable unless in writing and signed behalf of Davidson County and High Point.
6. This Memorandum of Agreement replaces any prior approved and signed agreement for Acceptance of COVID-19 Relief Funds.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed this the date and year first above written.

DAVIDSON COUNTY

By: Karen Watford, Chair
Davidson County Board of Commissioners

Attested to:

Deborah J. Harris, Clerk
Davidson County Board of Commissioners

CITY OF HIGH POINT

By: Jay W. Wagner, Mayor
City of High Point

Attested to:

Lisa B. Vierling, Clerk
City of High Point

PRE-AUDIT CERTIFICATE

This contract has been pre-audited by the County Finance Officer in the manner required by the Local Government Budget and Fiscal Control Act.

Jane S. Kiker
Finance Officer

**RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN
THE CITY OF HIGH POINT AND THE COUNTY OF DAVIDSON FOR
PARTICIPATION IN THE DAVIDSON COUNTY LOCAL GOVERNMENT
COVID-19 REIMBURSEMENT PROGRAM**

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

WHEREAS, Davidson County, North Carolina ("County") is a body politic and corporate in the State of North Carolina, established and regulated by Chapter 98 of the Public Local and Private Laws of 1941, as amended by Chapter 793 of the 1969 Session Laws of Chapter 594 of the 1985 Session Laws, and

WHEREAS, Counties in North Carolina with populations under 500,000 received funding from the Federal Government under the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") as a pass through from the State of North Carolina; and

WHEREAS, Davidson County received approximately \$2,977,053 from the United States Government pursuant to the Coronavirus Aid, Relief and Economic Security Act ("CARES Act") since it is a unit of government with a population under 500,000; and

WHEREAS, under the CARES Act, Davidson County is required to share a portion of the funding with municipalities within the County and High Point's share of the funding based on population is \$175,482; and

WHEREAS, The CARES Act provides for payments to local government navigating the impact of the COVID-19 outbreak via the Coronavirus Relief Fund; and

WHEREAS, the CARES Act provides that payments from the Coronavirus Relief Fund may only be used to cover expenses which: (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the local government; and (3) were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020; and

WHEREAS, the United States Department of Treasury has issued guidelines with regards to the authorized use of funds allocated to local governments under the CARES Act; and

WHEREAS, under the CARES Act, the County is ultimately responsible for any expenditures from CARES Act funds; and

WHEREAS, much uncertainty remains regarding future costs the County and local municipalities will be forced to bear related to the coronavirus emergency, and

WHEREAS, much uncertainty exists as to the potential for future allocations of federal or state monies to defray those future costs, and

WHEREAS, the Parties wish to enter into an interlocal agreement to promote the most efficient distribution of resources which have been made available to Davidson County to benefit the citizens of Davidson County, and

WHEREAS, under the CARES Act, should the Office of the Inspector General determine that the funds were used in a manner contrary to the intent of the legislature or contrary to the United States' Department of Treasury guidelines, the CARES Act provides that the federal government may recoup the improperly spent funds from the County; and

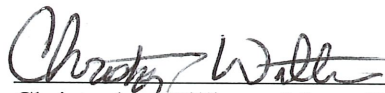
WHEREAS, the County, those municipalities within Davidson County, and their residents, have suffered secondary effects of the coronavirus emergency, as the State of North Carolina has ordered the closure of non-essential businesses; and

WHEREAS, Davidson County, as the jurisdiction responsible for disbursement of funds under the CARES Act, finds that it is appropriate to use these funds to defray certain costs incurred by the City related to the coronavirus emergency; and

WHEREAS, the disbursement of funds under the CARES Act to the City is in the best interests of the County, the City and their residents.

THEREFORE, BE IT RESOLVED by the High Point City Council, that the Mayor is hereby authorized to execute the Interlocal Agreement between the City of High Point and the County of Davidson for participation in the Davidson County Local Government COVID-19 Reimbursement Program, in which the City shall receive reimbursement, in aggregate, no more than \$175,482 for COVID-19 eligible response and recovery expenses.

Adopted this the 17th day of August 2020.


Christopher Williams, Mayor Pro Tem

Attest:


Lisa B. Vierling, City Clerk



NORTH CAROLINA)

DAVIDSON COUNTY)

MEMORANDUM OF AGREEMENT
FOR ACCEPTANCE OF COVID-19 RELIEF FUNDS

THIS MEMORANDUM OF AGREEMENT, made and entered this 13th day of August, 2020, by and between Davidson County, a body corporate and politic of the State of North Carolina, hereinafter referred to as "Davidson County," and the City of High Point, a municipal corporation of Davidson County, North Carolina, hereinafter referred to as "High Point:"

WITNESSETH:

WHEREAS, pursuant to Session Law 2020-4 and Session Law 2020-80, the State of North Carolina has instituted a Coronavirus Relief Fund (CRF) and instituted a protocol to be used by counties to document the planned use of CRF monies; and

WHEREAS, such funding is limited to specific purposes and, among other things, may only be used to cover necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease; and

WHEREAS, counties and municipalities are liable to the State for any misuse or mishandling of these funds and subject to clawback and other appropriate measures, including the reduction or elimination of other State funds; and

WHEREAS, said law requires that each county be responsible for maintaining adequate documentation to support expenditures made; and

WHEREAS, Session Law 2020-80 requires that twenty-five percent (25%) of the total funding be allocated for use by municipalities within the county, and

WHEREAS, Davidson County has submitted an application to the State and the City of High Point has requested a portion of these funds.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and for the purposes set forth above the parties do hereby mutually agree as follows:

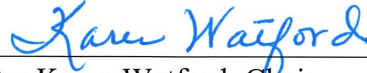
1. Davidson County will provide to High Point a sum of up to One Hundred Seventy-Five Thousand Four Hundred Eighty-Two and no/100 Dollars (\$175,482.00) of Coronavirus Relief Funds to be used by High Point solely for necessary expenditures due to the public health emergency as such expenditures are authorized by state law and the provisions of the Davidson County COVID-19 Relief Funds Plan.

2. High Point will comply with all requirements for documentation to support any and all expenditures made by High Point with funds provided by Davidson County pursuant to this program. High Point is solely responsible for ensuring that any expenditures made by High Point with funds provided by this program are eligible expenses for CRF funding.
3. High Point agrees to hold Davidson County, its officers, employees and agents free, harmless, and indemnified from risk against any and all claims suits or causes of action arising from or in any way out of the performance of the terms of this Memorandum of Agreement. High Point will reimburse Davidson County for any and all expenses incurred by Davidson County, including having to return money to the State, for any funds expended by High Point that are subsequently determined by the State to not be an eligible or appropriate use of CRF funds.
4. No assignment of the rights or obligations of High Point shall be permitted.
5. No modification, amendment or addition to this Memorandum of Agreement shall be valid or enforceable unless in writing and signed behalf of Davidson County and High Point.
6. This Memorandum of Agreement replaces any prior approved and signed agreement for Acceptance of COVID-19 Relief Funds.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed this the date and year first above written.

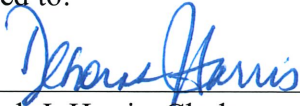
DAVIDSON COUNTY



By: Karen Watford, Chair

Davidson County Board of Commissioners

Attested to:



Deborah J. Harris, Clerk

Davidson County Board of Commissioners



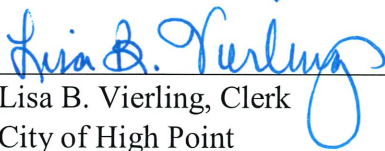
CITY OF HIGH POINT



By: Christopher Williams, Mayor Pro Tem

City of High Point

Attested to:



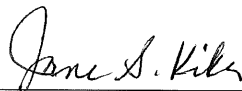
Lisa B. Vierling, Clerk

City of High Point



PRE-AUDIT CERTIFICATE

This contract has been pre-audited by the County Finance Officer in the manner required by the Local Government Budget and Fiscal Control Act.

A handwritten signature in cursive script, reading "Jane S. Kiker", positioned above a horizontal line.

Jane S. Kiker
Finance Officer

**HIGH POINT CITY COUNCIL
REGULAR MEETING (VIRTUAL)
AUGUST 3, 2020 – 5:30 P.M.
COUNCIL CHAMBERS**

MINUTES

In order to maintain the health, safety, and well-being of our residents, staff, and the City Council, this meeting was conducted electronically. As part of the city of High Point's COVID-19 mitigation efforts, in-person attendance was not allowed at this meeting. Instead, the meeting was live-streamed and a link was provided to the public to listen to the meeting as it was being live-streamed.
www.HighPointNC.gov/VirtualPublicMeeting

VIRTUAL ROLL CALL, MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

Mayor Wagner called the virtual meeting to order at 5:47 p.m.

Note: The meeting was delayed due to the late adjournment of the Special Meeting that was held at 3:00 p.m. prior to this meeting.

The recitation of the Pledge of Allegiance followed a Moment of Silence.

The Mayor then called for a virtual roll call for attendance. The following council members were present (9):

Mayor Jay W. Wagner (physically present)
Mayor Pro Tem Christopher Williams- Ward 2 (physically present)
Council Member Tyrone Johnson- At Large (physically present)
Council Member Britt Moore- At Large (physically present)
Council Member Cyril Jefferson- Ward 1 (physically present)
Council Member Monica Peters- Ward 3 (physically present)
Council Member Wesley Hudson- Ward 4 (physically present)
Council Member Victor Jones- Ward 5 (remote participation)
Council Member Michael Holmes- Ward 6 (remote participation)

The following staff members were **physically present**:

Randy McCaslin, Interim City Manager; Eric Olmedo, Assistant City Manager; Greg Ferguson, Assistant City Manager; JoAnne Carlyle, City Attorney; Meghan Maguire, Assistant City Attorney; Lee Burnette, Director of Planning & Development; Herb Shannon, Planning & Development; Chris Andrews, Planning & Development; Travis Stroud, Interim Police Chief; Tad Kramp, High Point Police Department; Michael McNair, Director of Community Development & Housing; Kim Thore, Right-of-Way Coordinator; Mary S. Brooks, Deputy City Clerk; and Lisa Vierling, City Clerk

Others Participating in the meeting **remotely** were:

Brian Perrell, Miraje Properties, LLC; Wilford Yearn; Dennis Turner; Judy Stalder; and Scott Wallace

RECOGNITION OF INTERIM POLICE CHIEF

Interim City Manager Randy McCaslin recognized Chief Travis Stroud who was recently sworn in as Interim Police Chief due to the retirement of Police Chief Ken Shultz.

PUBLIC COMMENT PERIOD

2020-296 Public Comment Period

A Public Comment Period will be held on Monday, August 3, 2020 at 5:30 p.m. In order to maintain the health, safety, and well-being of our residents, staff, and the City Council, this meeting will be conducted electronically. As part of the City of High Point's COVID-19 mitigation efforts, in-person public attendance will not be allowed at this meeting. Once the City Council is in session, please use the following link to listen to the meeting live www.HighPointNC.gov/VirtualPublicMeeting

The public can submit comments by calling 336-883-3522 and leaving a message, or by emailing written comments to publiccomment@highpointnc.gov

Written comments can also be placed in the City of High Point's utility payment drop-boxes located on both sides of the Municipal Building located at 211 S. Hamilton Street in the Green Drive and the Commerce Avenue parking lots. Comments submitted will be forwarded to the Mayor and City Council and will be incorporated as a permanent part of the minutes from these proceedings.

The City of High Point's Public Comment Policy restricts comments to no more than three (3) minutes which will apply for the telephone message submission. Email submissions and written comments should be kept at 350 words or less. The deadline for submitting comments is Friday, July 31st at 5:00 p.m.

The City Clerk reported there were no comments received for the Public Comment Period.

FINANCE COMMITTEE - Council Member Moore, Chair

Committee Members: Moore, Holmes, Jones, and Peters

CONSENT AGENDA ITEMS

Council Member Britt Moore, Chairman of the Finance Committee, reported the Finance Committee did meet on as scheduled on Thursday, July 30th, and recommended that all matters on the Finance Committee be placed on the Consent Agenda with a favorable recommendation for approval.

Council Member Moore moved to approve all matters on the Finance Committee Consent Agenda. Council Member Hudson made a second to the motion. Following a roll call vote by the Mayor, the motion carried by the following unanimous 9-0 vote.

Note: Although one motion was made to approve/adopt these matters under the Finance Committee Consent Agenda, action on all of these matters will be reflected throughout the Consent Agenda portion of these minutes as being made and seconded by the same persons

2020-275 Ordinance - HPPD - Sale of Retired Police Badges

City Council is requested to approve the sale of retired police badges. A budget amendment to appropriate the funds will be brought forward once the proceeds from the sale of the badges are collected.

Approved the sale of retired police badges and adopted an ordinance amending the FY 2020-2021 Budget to appropriate the funds once the proceeds from the sale of the badges are collected.

A motion was made by Council Member Moore, seconded by Council Member Hudson, that this Budget Ordinance Amendment be adopted. Following a roll call vote by Mayor Wagner, the motion carried by the following unanimous 9-0 vote.

Aye (9): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes.

**Ordinance No. 7616/20-32
Ordinance Book, Volume XXI, Page 31**

2020-276 Bookmobile Donation - Growing High Point

City Council is requested to approve a donation of a surplus bookmobile to Growing High Point and authorize the appropriate city official to execute all necessary documents.

Adopted a resolution approving the donation of a surplus bookmobile to Growing High Point and authorized the appropriate city official to execute all necessary documents associated with the donation.

A motion was made by Council Member Moore, seconded by Council Member Hudson, that this matter be approved. Following a roll call vote by Mayor Wagner, the motion carried by the following unanimous 9-0 vote.

Aye (9): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes.

**Resolution No. 1930/20-19
Resolution Book Volume XX, Page 159**

2020-277 Contract - Sole Source - Eastside Wastewater Treatment Plant (ESTP) - Primary Sludge Pumps

City Council is requested to award a sole source contract to Penn Valley Pump, Co Inc. in the amount of \$32,790.00 for the purchase of an additional 6-inch Penn Valley Double Disc Pump.

Approved award of a sole source contract to Penn Valley Pump Co., Inc. in the amount of \$32,790.00 for the purchase of an additional 6-inch Penn Valley Double Disc Pump.

A motion was made by Council Member Moore, seconded by Council Member Hudson, that this Budget Ordinance Amendment be adopted. Following a roll call vote by Mayor Wagner, the motion carried by the following unanimous 9-0 vote.

Aye (9): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes.

2020-278 Contract - James River Equipment - John Deere 672G Crawler Loader

City Council is requested to award a Sourcewell # 032119-JDC contract to James River Equipment in the amount of \$348,232 for the purchase of one (1) John Deere 672G crawler loader and declare the old loader as surplus and disposing through the online auction process.

Approved award of a Sourcewell contract to James River Equipment in the amount of \$358,232 for the purchase of one (1) John Deere 672G crawler loader and declared the old loader as surplus to be disposed of through the online auction process.

A motion was made by Council Member Moore, seconded by Council Member Hudson, that this Budget Ordinance Amendment be adopted. Following a roll call vote by Mayor Wagner, the motion carried by the following unanimous 9-0 vote.

Aye (9): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes.

2020-279 Contract - Piedmont Peterbilt - Roll Off Container Truck

City Council is requested to award a NC Sheriffs' Association contract to Piedmont Peterbilt in the amount of \$179,898 for the purchase of a Peterbilt 567 truck with a Swap Loader SL520 hook lift system and declare the old truck as surplus and disposing through the online auction process.

Approved award of a contract through the NC Sheriffs' Association with Piedmont Peterbilt in the amount of \$179,898 for the purchase of a Peterbilt 567 truck with a swap loader hook lift system and declared the old truck as surplus to be disposed of through the online auction process.

A motion was made by Council Member Moore, seconded by Council Member Hudson, that this Budget Ordinance Amendment be adopted. Following a roll call vote by Mayor Wagner, the motion carried by the following unanimous 9-0 vote.

Aye (9): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes.

2020-280 Contract - Sourcewell - Ascendum Machinery - Gradall Excavator

City Council is requested to award a Sourcewell contract to Ascendum Machinery in the amount of \$346,754.72 for the purchase of a Gradall XL3100V excavator and declare the old Gradall XL3100 as surplus and disposing through the online auction process.

Approved award of a Sourcewell contract to Ascendum Machinery in an amount of \$346,754.72 for the purchase of a Gradall XL3100V excavator and declared the old Gradall XL3100 as surplus to be disposed of through the online auction process.

A motion was made by Council Member Moore, seconded by Council Member Hudson, that this Budget Ordinance Amendment be adopted. Following a roll call vote by Mayor Wagner, the motion carried by the following unanimous 9-0 vote.

Aye (9): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes.

PLANNING & DEVELOPMENT - Mayor Jay Wagner

2020-281 Resolution of Intent - Annexation 20-05

Approval of a Resolution of Intent to establish a public hearing date of August 17, 2020, to consider a voluntary non-contiguous annexation of approximately 15.5 acres located along the south side of National Service Road, approximately 200 feet east of Sandy Ridge Road. The property is addressed as 8051 National Service Road and 2520 Sandy Ridge Road, and also known as Guilford County Tax Parcel Guilford County Tax Parcels 170819 and 170821.

Adopted a Resolution of Intent establishing the date of Monday, August 17, 2020 at 5:30 p.m. as the date and time to receive public comment regarding a voluntary non-contiguous annexation of approximately 15.5 acres located along the south side of National Service Road, approximately 200 feet east of Sandy Ridge Road, more specifically addressed as 8051 National Service Road and 2520 Sandy Ridge Road, and also known as Guilford County Tax Parcels 170819 and 170821.

A motion was made by Mayor Wagner, seconded by Council Member Moore, that this Resolution of Intent be adopted. Following a roll call vote by Mayor Wagner, the motion carried by the following unanimous 9-0 vote.

Aye (9): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes.

**Resolution No. 1931/20-20
Resolution Book Volume XX, Page 160**

PUBLIC HEARINGS

Prior to the staff presentations on Planning & Development public hearing matters on the agenda, Mayor Wagner explained that based on the legislation currently in place for remote meetings, the City Council cannot vote on these matters for a period of 24 hours after the public hearing is held. He advised that public comments regarding these matters could be submitted during the 24-hour period and Council would reconvene on Wednesday, August 5, 2020 at 5:30 p.m. to take action on the public hearing items.

2020-282 Miraje Properties LLC - Annexation 20-01

A request by Miraje Properties LLC for a voluntary contiguous annexation of an approximate 4.9-acre parcel located along the south side of Boulder Road, approximately 430 feet east of Tarrant Road. The site is addressed as 1091 Boulder Road and is also known as Guilford County Tax Parcel 154708.

*The joint public hearing for this matter and related matter **2020-283 Zoning Map Amendment 20-06** was held on Monday, August 3, 2020 at 5:30 p.m. as duly advertised.*

Herb Shannon, Senior Planner with the Planning & Development Department, provided an overview of the staff report on both matters, which is hereby attached in Legistar as a permanent part of these proceedings.

Mr. Shannon explained that staff would be doing a combined presentation on this matter and related matter 2020-283 Zoning Map Amendment 20-06; however, a separate vote on each matter would be required.

Miraje Properties LLC has submitted a voluntary contiguous annexation petition for an approximate 4.9-acre parcel located along the south side of Boulder Road, approximately 430 feet east of Tarrant Road, specifically addressed as 1091 Boulder Road and known as Guilford County Tax Parcel 154708. Mr. Shannon reported that there is no change of use and no new development proposed for this site. The applicant is requesting the annexation in order to have access to city utilities. Adjacent lands to the west of Tarrant Road were annexed in 1998; land to the north were annexed in 2002; and land to the south was annexed in 1999. Mr. Shannon reported that this request represents a logical progression of the city's Annexation Policy in this area and the site is generally surrounded by city limits and city service vehicles are already active in the area.

Staff has determined that the request is reasonable and in the public interest because the LI District will permit the current industrial use on the property and it is compatible with previous zoning approvals grants in this area along Boulder Road. Staff recommends approval of the request to rezone this site to a Light Industrial District. The application was reviewed by the Planning & Zoning Commission at their June meeting and they recommended approval by a 7-0 vote.

Following the staff's presentation on the staff report, Mr. Shannon entertained questions.

Council Member Moore inquired about what is currently on the property and Mr. Shannon replied there is a building contractor with an office building and a contractor storage area at the rear of the site. He noted that the applicant has noted that even though they have almost five acres, the stream and steep topography in the rear restricts the land for any future

expansions. Mayor Wagner asked if there were any additional questions for staff. There being none, he asked if the applicant would like to speak.

Brian Perrell (participating remotely), reported that he is the owner of Maraje Properties located at 1091 Boulder Road in Greensboro, NC. He confirmed that the information that was presented in the staff report by Herb Shannon was accurate and advised the reason for their request was to tie on to city utilities.

Mayor Wagner asked if there were any questions for the applicant. Hearing none, he thanked the applicant for presenting and reminded everyone that the public hearing would remain open for 24 hours for additional public comments to be received on the request and noted the Council would take action on this request at an Adjourned Session scheduled for Wednesday, August 5, 2020 at 5:30 p.m.

2020-283 Miraje Properties - Zoning Map Amendment 20-06

A request by Miraje Properties to rezone an approximate 4.9-acre parcel from the Light Industrial (LI) District, within Guilford County's zoning jurisdiction, to the Light Industrial (LI) District. The site is located along the south side of Boulder Road, approximately 430 feet east of Tarrant Road (1091 Boulder Road). Approval of this rezoning request is contingent upon City Council approval of a voluntary annexation request.

The joint public hearing for this matter and related matter 2020-282 Annexation 20-01 was held on Monday, August 3, 2020 at 5:30 p.m. as duly advertised.

Note: For specific comments made during the public hearing on this matter, please refer to 2020-282 Annexation 20-01.

Herb Shannon, Senior Planner with the Planning & Development Department, provided an overview of the staff report on both matters, which is hereby attached in Legistar as a permanent part of these proceedings.

Mr. Shannon explained that staff would be doing a combined presentation on this matter and related matter 2020-283 Zoning Map Amendment 20-06; however, a separate vote on each matter would be required.

Mayor Wagner reminded everyone that the public hearing would remain open for 24 hours for additional public comments to be received on the request and noted the Council would take action on this request at an Adjourned Session scheduled for Wednesday, August 5, 2020 at 5:30 p.m.

2020-284 Wilford Yearns and Mary Puckett - Annexation 20-02

A request by Wilford Yearns and Mary Puckett for a voluntary contiguous annexation of approximately 2.5 acres located along the east side of Hickwood Road, approximately 210 feet north of Willard Road. The site is addressed as 2302 and 2304 Hickwood Road and also known as Guilford County Tax Parcels 187191 and 187192.

The public hearing for this matter was held on Monday, August 3, 2020 at 5:30 p.m. as duly advertised.

Herb Shannon, Senior Planner with the Planning & Development Department, provided an overview of the staff report which is hereby attached in Legistar as a permanent part of these proceedings.

This is a request from Wilford Yearns and Mary Puckett for a voluntary contiguous annexation of approximately 2.5 acres located along the east side of Hickswood Road, approximately 210 feet north of Willard Road, addressed as 2302 and 2304 Hickswood Road, more specifically known as Guilford County Tax Parcels 18791 and 187192.

Mr. Shannon advised that this property is within an unincorporated enclave within the city, but it is generally surrounded by the city limits. The site is within the city's Extraterritorial Zoning Jurisdiction (ETJ) and the city does have control of the zoning. Mr. Shannon reported there are no changes proposed for the zoning of this site and noted that city services are already present in this area. The request does represent a logical progression of the city's annexation policy in this area and the annexation of this site will not impact the city's ability to provide services.

Following staff's overview of the staff report, Mayor Wagner asked if there were any questions. Hearing none, he asked if the applicant would like to speak regarding this matter.

***Wilford Yearns** (participating remotely), owner of the property and a resident at 532 Hillwood Court in Greensboro, North Carolina, advised that he is asking for the annexation in order to access water/sewer service from the City of High Point and noted he was available to answer any questions.*

Mayor Wagner asked if there were any questions. Hearing none, he thanked Mr. Yearns for his participation, reminded everyone that the public comment period would remain open for an additional 24-hour period following the public hearing and that Council would take final action on this matter during an Adjourned Session of City Council on Wednesday, August 5, 2020 at 5:30 p.m.

2020-285 Dennis Andrew Turner - Annexation 20-04

A request by Dennis Andrew Turner for a voluntary contiguous annexation of an approximate 0.31-acre parcel located along the east side of Giles Street, approximately 270 feet south of E. Fairfield Road. The site is addressed as 105 Giles Street and also known as Guilford County Tax Parcels 158355.

The public hearing for this matter was held on Monday, August 3, 2020 at 5:30 p.m. as duly advertised.

Herb Shannon, Senior Planner with the Planning & Development Department, provided an overview of the staff report, which is hereby attached in Legistar as a permanent part of these proceedings.

The property owner, Dennis Andrew Turner, has submitted a voluntary contiguous annexation of an approximate 0.31-acre parcel located along the east side of Giles Street, approximately 270 feet south of E. Fairfield Road, specifically addressed as 105 Giles Street and specifically known as Guilford County Tax Parcel 158355.

Mr. Shannon reported there is an existing single-family home on the property and the applicant/property owner is requesting annexation in order to have access to city utilities. The site is located within the city's Extraterritorial Zoning Jurisdiction (ETJ) where the city has zoning control. The zoning of the property is currently designated as Transitional Office and no changes in zoning are proposed. City service vehicles are already in the area and staff has determined that this represents a logical progression of the Annexation Policy for the area and it will not negatively impact the city's ability to provide services.

Following staff's presentation, Mayor Wagner entertained any questions of staff. Hearing none, he asked if the applicant would like to speak.

***Dennis Turner** (participating remotely), property owner at 105 Giles Street, stated he was available for any questions.*

Hearing none, Mayor Wagner thanked Mr. Turner for his participation, reminded everyone that the public comment period would remain open for an additional 24-hour period following the public hearing and that Council would take final action on this matter during an Adjourned Session of City Council on Wednesday, August 5, 2020 at 5:30 p.m.

2020-286 Keystone Group, Inc. - Zoning Map Amendment 20-07

A request by Keystone Group, Inc. to rezone approximately 114.79 acres from the Planned Unit Development - Residential (PDR) District to an amended Planned Unit Development - Residential (PDR) District. The site is lying along the south side of Boylston Road, approximately 1,300 feet west of Adkins Road.

The public hearing for this matter was held on Monday, August 3, 2020 at 5:30 p.m. as duly advertised.

Herb Shannon, Senior Planner with the Planning & Development Department, provided an overview of the staff report, which is hereby attached in Legistar as a permanent part of these proceedings.

This is a request by Keystone Group, Inc. to rezone approximately 114.79 acres located along the south side of Boylston Road, approximately 1,300 feet west of Adkins Road from the Planned Unit Development - Residential (PDR) District to an amended Planned Unit Development - Residential (PDR) District.

Mr. Shannon advised this application proposes to amend conditions of a previously approved Planned Unit Development, the Northborough subdivision which was granted a Planned Unit Development - Residential (PDR Zoning District) approval in 2016 prior to adoption of the current Development Ordinance. This is an approximate 413-acre site located in the northwestern portion of the city's planning area. He advised that the previously adopted PDR District included a Master Plan and zoning conditions that would allow up to 300 dwelling units to consist of a mixture of single-family, twin homes, and townhomes and the applicant has requested to amend the previous approval to increase the development from the approved 300 dwelling units to 402 units. The adopted Land Use Plan classifies this area as low-density residential and the requested amendment to go from 300 to 402 units would increase the density from the current 2.6 units per acre to 3.5 units per acre. All conditions from the previous zoning approval will be transferred over to the updated amendment with the only change being the number of maximum units (increase from 300 to 402 units).

Mr. Shannon shared the initial Master Plan that was submitted when the property obtained its initial planning and development approval and noted the layout is still the same with a primary entrance off Boylston Road with various tracts as follows:

- ✓ Tract A; 12 acres (up to 40 units; club house; single-family units- no changes)
- ✓ Tract B; 24 acres (applicant has offered to reduce the allowable dwelling units to 96; development on this tract almost complete; single-family homes)
- ✓ Tract C; 11.9 acres (up to 80 units- no changes from the previous approval)
- ✓ Tract D; 13.8 acres (up to 110 units- single family/townhomes- no changes from previous approval)
- ✓ Tract E-1 and E-2; 24.5 acres (single-family or townhome development; up to 160 units in both of these tracts- no changes)
- ✓ Tract F; 3.9 acres (fully built out with townhomes; initially proposed 30 units, but are only getting 28 units).

In looking at the entire site which includes 90 acres within individual tracts, Mr. Shannon noted the remaining 24.4 acres consist of road right-of-way and environmentally sensitive areas that will be in a common area tract. He pointed out there is a perennial stream that runs from the north/south direction in the middle of this site with a flood zone associated with it, but those areas remain undeveloped and will be part of the common area.

Mr. Shannon noted when all the units for the individual tracts are added up, it totals about 540 units, but the developer had proposed that for flexibility because the site's topography challenges, but regardless of how the numbers add up, the condition they have offered will not exceed 402 units.

For public informational purposes, Mr. Shannon made reference to the transportation and school impact information from Guilford County that was included in the staff report. He explained when the site initially obtained zoning approval in 2016, a Transportation Impact Analysis was done that was based on 450 units being developed on the site. In 2015, the applicant submitted a request for annexation and rezoning with 450 units proposed; however, that proposal was withdrawn and was not approved.

The applicant's current proposal for 300 units does not change any of the previously adopted transportation improvements which were:

- ✓ A turn lane installed at Boylston Road;
- ✓ Connections to Sweet Meadow Road to the east and Quail Meadow Lane
- ✓ No construction traffic through Sweet Meadow or Quail Meadow

Mr. Shannon shared the following key items to note that are contained in the staff analysis.

As far as compatibility with the surrounding area, the requested amendment does not change any of the approved compatibility findings.

- ✓ There is no change in the type of uses.
- ✓ There is no change in the development standards for the various tracts (the only change will be the increase from 300 to 402 units).
- ✓ There is no change in the tract configuration.
- ✓ As far as environmental impacts, there is no change in the flood plain area that is being reserved for a common area.
- ✓ As far as the improvements, the connections to those abutting streets have been noted. There are three access points into the site and the turn lane on Boylston Road has been installed.

Staff is recommending approval of this request to amend the rezoning to add a condition for additional dwelling units. The Planning & Zoning Commission reviewed this request at their June meeting and also recommended approval by a vote of 6-1 and the commissioner who voted in opposition cited the reason as being uncomfortable with the requested 25% in density. Mr. Shannon reported there were four comments received from the public for this zoning matter at the Planning & Zoning Commission meeting and those comments were to:

1. *Postpone the hearing until it could be held in person.*
2. *Traffic concerns with increased traffic*
3. *Recommended development to reduce the number of homes and add more common area to accommodate storm drainage.*
4. *Stormwater runoff concerns*
5. *Concerns that the request is inconsistent with the character of surrounding properties.*

Following the presentation of the staff report, Mr. Shannon entertained any questions for staff.

Regarding the last traffic study, Council Member Jefferson asked if the Traffic Impact Analysis (TIA) that was initially done in 2016 is still valid for the current proposal. Mr. Shannon noted that not much has changed since the TIA was done and pointed out the key thing to note is it was based on 450 units and even with the new proposal, they have not reached the limits the TIA was based upon.

Council Member Moore asked if the only entrance and exit to the development would be off Boylston Road. Mr. Shannon replied that their primary entrance will be from Boylston Road and there is a public street connection to the east which heads back to Boylston Road. He noted there is an existing rural subdivision to the east where there is a public street stub where they have made two connections that are now in place.

Mayor Wagner asked if there were any additional questions for staff. Hearing none, he asked if anyone would like to speak on behalf of the developer.

***Judy Stalder** (participating remotely), 3735 Admiral Drive, spoke on behalf of the developer/applicant and recognized Scott Wallace from Keystone Group, who had joined the meeting and was also participating remotely.*

Ms. Stalder reported that the Northborough Subdivision is already under construction and once they started the project, they discovered that the property could support a little more density while still retaining the massive amounts of open space to protect the creeks and leave the market demand for balanced housing, personal outdoor space, and common area. She also advised that as they move forward, the number of homes being built is tied to the market demand as well as hidden obstacles they find in the field. Ms. Stalder pointed out this request is to increase the overall density of the property by a little less than one unit an acre which will allow some flexibility with the density being adjusted by the tracts. She reiterated that the maximum number will not increase in any tract and the change is in the overall numbers of homes that can be built with the number of homes permitted on all tracts adding up to about 516. They are proposing the possibility of 402 homes with the density staying within the 3-5 units per acre recommended by the Land Use Plan and the actual density will be about 3.5 homes per acre. She explained that property owners who have already purchased in the development will not experience any increased density in their immediate neighborhood as a result of this request.

Regarding the neighborhood informational meeting, Ms. Stalder reported that they were not able to meet in person due to the COVID restrictions in place, but they did send out information to the neighbors and the neighbors that contacted them were the owners of the large tracts adjacent to the property.

Ms. Stalder asked for a favorable vote from Council for this request to allow some flexibility as Keystone builds this community in High Point.

Mayor Wagner asked if there were any questions.

Council Member Moore asked the applicant if there is currently a bridge over the stream in Tracts E-1 and E-2. Ms. Stalder replied, "not yet."

The Mayor asked if there were any additional questions. Hearing none, he thanked Ms. Stalder for her participation, reminded everyone that the public comment period would remain open for an additional 24-hour period following the public hearing and that Council would take final action on this matter during an Adjourned Session of City Council on Wednesday, August 5, 2020 at 5:30 p.m.

2020-287 City of High Point - Text Amendment 20-02

A request by the Planning and Development Department to amend various sections of the City of High Point Development Ordinance to correct errors, provide consistency, and make revisions related to state legislation.

The public hearing for this matter was held on Monday, August 17th at 5:30 p.m. as duly advertised.

Chris Andrews with the Planning and Development Department, provided an overview of the staff report which is hereby attached in Legistar as a permanent part of these proceedings.

Mr. Andrews advised that this text amendment does include a variety of changes that were identified by staff and those changes necessitated by recent changes in state legislation. He further explained that most of these changes were identified by staff, are errors/omissions, clarification of the existing terms, or wording changes. He advised that these changes mainly consist of changes that are required due to the adopted state legislation. He referenced information in the staff report containing details of the proposed amendment by section and topic and states the reason for each of those changes and those that are necessitated by state legislation.

He spoke to how these proposed amendments continue staff's efforts to make the Development Ordinance more user-friendly, more consistent in its formatting, language and terminology and more error free. Staff recommends approval of this request. The Planning & Zoning Commission reviewed the request at their June 25th meeting and also recommended approval of the text amendment by a 7-0 vote.

Following the presentation of the staff report, Mayor Wagner asked if there were any questions of staff.

Council Member Jefferson asked if there is a special metric used by staff to determine and measure what makes things more user-friendly. Mr. Andrews replied that they don't necessarily use a metric, but noted that staff does meet often to discuss issues that come up from questions that citizens have asked about the ordinance, or questions that come up during the plan review process for planned subdivisions, etc..... He advised their goal is to have an ordinance that is less confusing and easier to understand for the development community and the citizens.

Council Member Jefferson asked if any non-trained development eyes review these recommendations besides the planning staff. Mr. Andrews replied that this text amendment was reviewed outside of the Planning Department and by the Planning & Zoning Commission and has been sent out for public review as well.

Mayor Wagner asked if there were any additional questions. Hearing none, he reminded everyone that the public comment period would remain open for an additional 24-hour period following the public hearing and that Council would take final action on this matter during an Adjourned Session of City Council on Wednesday, August 5, 2020 at 5:30 p.m.

GENERAL BUSINESS AGENDA

2020-288 A+ Yellow Taxi - Suspension of certificate of public convenience and necessity

A hearing will be held on the matter of the suspension of certificate of public convenience and necessity of A+ Yellow Taxi before the High Point City Council during their August 3rd, 2020, regular meeting at 5:30 p.m. in the City Council Chambers.

Transcript of Discussion

Interim City Manager Randy McCaslin: Mr. Mayor and members of Council, as relayed to you in my email last the city and state law authorizes the city to.....authorize a franchise.....the city is authorized to approve franchises for cab companies. Outlined in that ordinance and in the state law there are certain requirements that you have to make to continue the franchise. One of those is to submit to inspections with the Police Department. We have with us tonight Officer Tad Kramp and also our Chief. I assume Tad is going to take care of the information. He will present. This is the first time we've had a hearing like this in my time for the city. Tad will present his information that comes from his investigation. You also have the owners of A+ Cab that's here to present their information and then it will be up to Council to make a determination whether or not you suspend their ability to operate or allow them to continue to operate.

Officer Tad Kramp: I'm officer Tad Kramp with the Police Department. I've been with the Police Department for 22 years. I've been acting or was appointed by the Chief of Police as the Taxi Inspector as the city ordinance requires, for almost seven years now, which actually reminds me that our new Chief needs to appoint me as well. We'll handle that.

During the course of my seven years as being Taxi Inspector, there's quite a bit of history and I'm going to try to keep it as brief as possible. I believe it was in 2013-2014, we came before the City Council. State law allowed for taxi companies to lower the liability insurance limits that they were required to carry. The city ordinance was still well above what the new state law allowed them to carry and during that time, Council voted to reduce the liability limits down to \$50,000/\$100,000/\$50,000 as opposed to what the state required at the time which was \$30,000/\$60,000/\$25,000. So, it was still above the minimum that the state required, but it was a significant reduction from what had previously been required. And this was done in an effort to assist the taxi companies, to save them a little bit of money to help them operate a little more easily. I did recommend in favor of that.

To bring you up-to-speed on where we are today. In March I received some information that A+ Taxi had a vehicle that is no longer operable, but their tag was good and had a vehicle that was operable, but had not been through any city inspections for quite some time because they couldn't get it to pass inspections. So, the company elected to take the good tag off the wrecked taxi and put it on the cab that couldn't pass inspection and put it out there to operate. I've had occasion to stop the vehicle and I confirmed that the tag that was on the vehicle did not match the vehicle

in question or the taxi in question. That taxicab was towed and I seized the tag that didn't belong on that vehicle.

After that, I explained to them that they were going to have to produce their paperwork and I was going to be watching them much more closely with their paperwork to make sure that none of these errors were being overlooked. I say error, giving them a slight benefit of the doubt, but in this case it was pretty obvious that they took the tag off of one vehicle and placed it on the other intentionally. The very next time that that company renewed their license plates, I required them to produce for me the insurance paperwork to prove that they have all the limits. And they did produce paperwork to show that the taxis they wanted renewed met the city ordinance standard of \$50,000/\$100,000/\$50,000 limits and that was in mid-March. Shortly thereafter, I heard, but was unable to confirm that there was some other swapping around of things. Things weren't.....they were dropping one of the vehicles that they had just gotten the paperwork on, they were intending to use the paperwork to get a tag that they could put on a different vehicle because the vehicle that they were trying to put it on ended up breaking down. I was not able to confirm that any of that information was true or that any of that stuff took place.

Moving forward into June, on June 26th I was informed by a patrol officer that one of the taxis had crashed into a parked vehicle at 5:00 in the morning and that that taxicab driver was found to be impaired. He was arrested for DWI and he was found to have a blood alcohol concentration of almost double the legal limit and he was operating a taxi for the taxi company. In looking at that particular driver, I also discovered that not only had he been impaired that night, but his permit to operate a taxi had been expired for over two years and the company had been allowing him to work for them with a taxi permit that was expired for over two years. That, in and of itself, is a violation of the ordinance because the city ordinance requires the taxi company to be responsible for all their employees.

Shortly thereafter, there were a couple more taxis that they were wanting to put on the road and they requested their paperwork to get the tag, which is something that I have to sign off on for every tag that they get renewed and when they produced the insurance paperwork, I noticed that the insurance paperwork showed that their limits now were \$30,000/\$60,000/\$25,000, which at the time was what I believed to be the minimum standard for the state and in doing some research, I discovered that those limits had actually been changed in 2018 and I wasn't even aware of it. So, the new state limit is actually \$100,000/\$300,000/\$50,000 and our city ordinance is well below what the state minimum is. I did a little research and I contacted the insurance company and I found that on April 8th, one of the owners from the company contacted the insurance company and requested that they change all the limits down to the minimum \$30,000/\$60,000/\$25,000 which is the minimum for any passenger vehicle, non-taxi cab-any passenger vehicle in the state. It was their request to have those changed. In looking at the August 8th that change was made, it was in very close proximity to me notifying both taxi companies that due to COVID, I would not be conducting taxi inspections. The Furniture Market had been cancelled and the taxi inspections would typically go along with the Furniture Market and we were going to be postponing indefinitely until we knew where things were going to be with COVID. So, I found it extremely curious that right around the same time that I notified them that they were not going to be inspected, they changed their limits to well below what the city ordinance requires.

When that particular cab was presented to me, I explained to them that their limits were well below the city ordinance and the state law and that they were going to have to up their limits prior to getting the tag paperwork. I denied their request to get the tag paperwork for that particular vehicle based on the fact that it did not have enough insurance and I explained that to

them. That was on Friday, July 3rd right before the 4th of July weekend and I had a feeling that that particular taxi was going to be used over the weekend. So, I sent out an email to the Police Department saying if you happen to see taxi number so and so out and about, it does not have valid registration on it and it should not be operating as a taxi. It was on the 4th of July, I believe it was around Noon on Main Street, one of the officers who was working found that taxicab that happens to be a Mercury Grand Marquis with a license plate from a different taxi cab which was a Ford Crown Victoria operating on Main Street as a taxicab. At that point, he notified me. I came in on the following Monday, completed the initial report, contacted the Interim City Manager explaining to him the contents of the investigation, where they were and I requested exploring a suspension and we're bringing it before Council for your consideration and revocation.

Mayor Wagner: Any questions for the officer?

Council Member Moore: You said at Noon on Main Street. Was that vehicle taken out of service at that point?

Officer Kramp: It was towed at that point and the license plate was taken off of it at that point.

Council Member Hudson: That vehicle was not registered as a taxi at all?

Officer Kramp: That vehicle had not been added to the company. It had been marked up, but it had not been added to their fleet. They had been requesting the paperwork to add it to the fleet, but they stuck a tag from one of their other vehicles, inoperable vehicles, that is in their fleet.

Council Member Jefferson: You mentioned there were responses to a number of other items. Did they respond at all to this most recent one?

Officer Kramp: When I went to the company to inform them of the collection of violations, their initial response in regards to the DWI and driver was that's on them. I tell them that they are supposed to follow the law and I tell them that they are supposed to keep up with their permits, but it's up to them to actually keep up with their own permits. I explained to the company that's not how this works, you're the owner of the company, they work for you and you are responsible for their actions. You are responsible for whether they are permitted or not. And as far as the registration issues, they tried to explain to me that the insurance hiccup was an error on the part of the insurance company, which I had already confirmed through the insurance company that they had contacted them requesting the change in limits. I have been told and I believe Ahmad will probably speak to that Ahmad was out of the country at the time. There are three owners: Zubair Ali is one of the owners, he is not present tonight, and then Khurshid, and Ahmad was out of the country and Zubair made the change while he was out of the country. I have found through my dealings with the company that most of the issues that I have with the company tend to revolve around Zubair and Zubair's inattention to the things that he's supposed to be paying attention to and a very hands-off approach. Although he does seem to be the one who is most in charge of the company and the one that I deal with the most. But he tends to take the approach that that's on the driver and that's just my name on the cab.

Council Member Jefferson: Was there a response for the 4th of July incident?

Officer Kramp: The situation.....it turned into Zubair attempting to argue with me and I explained to him that this was a matter that would go before the City Council. There was no direct addressing of the 4th of July incident. It went very quickly to he was the victim of several

hit and runs that the Police Department has refused to investigate on his property and that the other companies do bad things too. Everything but taking any type of responsibility.

Council Member Holmes: Was the assertion by Mr. Zubair that the drivers are independent contractors and he acts as a broker? Is that his assertion of company structure?

Officer Kramp: No, his statement was that he instructs the drivers that they are supposed to follow the laws and it's not his responsibility that they choose not to. It was never a statement of he was an independent contractor, he was operating a cab. It was an A+ Yellow cab. There are some independent owner-operators that do own their own taxi and operate under the name of other companies, but in this case, this is an A+ Yellow cab-owned taxicab. It was an employee of the company who was operating that cab and was impaired and crashed on duty.

Council Member Holmes: Okay, thank you.

Mayor Wagner: Anyone else on Council with questions?

Council Member Johnson: You mentioned that he or she, the driver, was impaired. I would say that once that driver leaves the station, okay, they can stop somewhere and unfortunately get a drink or whatever. Okay, they should not do that, but there is no way for them to know that. Unless there is an accident or a stop.

Officer Kramp: I can't speak for exactly how the company operates, whether the driver goes in and out of the office throughout the night. I can speak for he was not permitted to be a taxi driver for more than two years and still allowed to work for the company. My overall dealings with the company has always been what the driver does when they leave here is not my problem. The ordinance makes it pretty clear that they're operating a company and every driver is their problem and they are, in fact, responsible for whatever their driver's activities are. He's clearly taking a hands-off it's not my problem attitude and is it possible that he left that night and went and got drunk and the company could have never known that? It's possible. It's not exactly consistent with my dealings with the company as far as, yeah we know our guys don't really do what they're supposed to do but that's not my problem.

Council Member Peters: So, you mentioned earlier that one of the partners was here to speak. Is that correct?

Officer Kramp: There are two of the owners here.

Council Member Moore: That one car that had the DUI incident, was it also under a wrong tag?

Officer Kramp: Actually, that one, the officers checked the tags specifically against the VIN number and that one was correct; it was properly registered. At the time of the crash, it was underinsured, but it was properly registered.

Council Member Johnson: And they would have known what the limits were?

Officer Kramp: They brought me paperwork in April or in March that had the proper limits and there was absolutely nothing between March and April when they reduced the limits that had changed to allow them to believe that there was a reason they were allowed to change. My feeling is that they knew that there wasn't going to be inspections because of COVID, and they

decided that at least for that period of time, they were going to operate with minimal insurance and try to save some money at least for that period of time. Their intention may have been to bump the coverage back up before the next round of inspections, but they got caught beforehand. I double checked all the paperwork in March, and it matched our city ordinance, which is actually below what it should be. But they did know what it was supposed to be. They have been operating at that level for a number of years and it even took an act of Council to change it the first time. So, there was no act of Council that would have given them the right to change it after that.

Mayor Wagner: *Anyone else with a question?*

Council Member Jones: *What is the process for them to get back in business?*

Officer Kramp: *At this point, they have brought everything up to compliance. Their insurance is not only compliant with.....it's actually exceeding our current city ordinance and is in compliance with the state law. To the best of my knowledge, all the vehicles that they are operating are operating with the proper tags. So, they have brought everything into compliance. As far as.....you know, it's up to Council to decide whether or not they're allowed to continue to operate or if they are going to have some period of probation. This is not something that we've dealt with in my 10 years....7 years, as the Taxi Inspector. I'm in unchartered waters as the Taxi Inspector. I do know there was a direct and intentional violation of the ordinance and I felt that it was important enough that it needed to come before Council. Where it goes from here, I don't know.*

Council Member Johnson: *So, you said at this point they have cleared everything up?*

Officer Kramp: *They have got their insurance back to what it was supposed to be. They meet the state requirements now, which I believe we're going to try to amend the ordinance to bring that up to compliance with the state minimum. So, they have brought theirs up to compliance and to the best of my knowledge, they are fully in compliance.*

Council Member Peters: *What about the guy that got arrested for the DWI?*

Officer Kramp: *It's still pending.*

Council Member Peters: *Okay, but is he still an employee?*

Officer Kramp: *I'm not sure.*

Council Member Johnson: *If I can comment to that. I spoke with the owners. That person, and I know you guys will probably....and this is Councilman Johnson. He is no longer with the cab company working as an employee. So, he's no longer with the company. That was one of my first questions. I wanted to know if the person was still working for them.*

Council Member Jefferson: *Mr. Mayor, I have another question, but not for Officer Kramp. Madam Attorney, as far as the city goes and liability events that occur, we have a responsibility to authorize and approve these kinds of things and then to do the opposite, but we can get into some hot water. Is that potential there whenever....because it's not a city entity, but it is a city-approved entity that they're not doing, that gets us in trouble, gets us into litigation.*

City Attorney JoAnne Carlyle: From the perspective of receiving the evidence that Officer Kramp has provided you and I presume, too, that you're going to have some questions for the company representatives themselves. That's a decision that you have to make, whether or not you feel comfortable enough with the correction that they've done.

Council Member Jefferson: I guess my question is, let's say we move forward and just hypothesize and knowing the history of what's happening, go out next week and something happens that could lead to litigation. How much of that can fall back on us?

City Attorney Carlyle: I don't think there's a clear answer to that. I really don't. Again, I think you have to take into account the facts, especially as they are proposed by Officer Kramp and by the company. I mean you've already heard testimony from Officer Kramp that it seems that they were already aware of what the requirements were and they had taken some actions that were in opposition to that. They had a driver that, perhaps, was irresponsible whether they knew about it or not, they still have responsibility for that because he is an employee or a contractor of that company. So, there's some buffer there, but again, you just have to take all the facts into account and decide whether you want to allow them to continue, suspend, or, you know, terminate.

Council Member Moore: Officer, did I hear you say that the multiple directed and intentional violations....this has apparently been a pattern. I made some notes....you said in 2013-2014 these started?

Officer Kramp: 2013-2014 is when we came before Council and had the insurance limits lowered. That's just giving you some background and some history. The entire time that I have worked as the Taxi Inspector, I encounter former employees. I get tips. I get, you know, this is going on and that is going on. Most of which I'm not able to substantiate whether it's going on at night and I just don't work at night. The vast majority of the Police Department does not get into taxi monitoring. So, they pull over a taxicab that looks like a Crown Vic. It may be a 2007 Crown Vic tag on a 2006 Crown Vic and the officer may not catch it in the process of issuing a ticket. And, they may fix it before it inspections roll around and I may never substantiate that. So, in my seven years, I have received a lot of information that I have not been able to substantiate. Starting this past March, I saw it on the road after receiving some information that that particular cab had the wrong tag on it. I was able to pull it over and I was able to substantiate that. From that point forward, I started watching their paperwork a lot more closely and that's what brought the insurance irregularities to my attention. And then the DWI on top of that. So, it's a series of things that have happened in the last few months while I've been watching very closely, but it's also in line with things that I have been hearing for a while that

I've not been able to substantiate prior to March.

Mayor Wagner: Anyone else? Thank you, officer. Okay, we'll now hear from the owners of the company. If you will come forward. Give us your name and address for our record. You will need to come forward to the podium so that folks listening online can hear you through the microphone.

Ahmad Nawaz Khan: Hi, my name is Ahmad. And what the officer was saying was saying, I have got everything fixed now. So, it just happened one time. I do understand that. I apologize for the tags. The guy that was arrested for the drunk driving is no longer with us. The insurance thing, I fixed it. I have papers showing the \$300,000/\$100,000/\$300,000/\$50,000/\$100,000. So, I do apologize for the tag issues.

Council Member Peters: *May I ask a question?*

Mayor Wagner: *Yes.*

Council Member Peters: *So, how do you see moving forward to be able to work with the officer? Because it sounds like he's not really been.....*

Ahmad Nawaz Khan: *I take responsibility for this but I was not here. So, now I'm here. So, I will take care of that. I do need a chance. If you have any complaint.*

Council Member Peters: *And, you understand the importance of the ordinance is to keep the citizens safe and the importance of having the correct tag?*

Ahmad Nawaz Khan: *Yes, I do. Everything is fixed now.*

Mayor Wagner: *Do you dispute any of the facts that the officer gave us? Are any of those facts he gave us untrue?*

Ahmad Nawaz Khan: *Ah, yeah.*

Mayor Wagner: *Okay, what do you dispute that he's told?*

Ahmad Nawaz Khan: *He was talking about the insurance things because I was not here. One of my partners say he did call or something and something happened. I get calls and I fix it already. My limit and everything were high.*

Mayor Wagner: *What about all these other allegations?*

Ahmad Nawaz Khan: *I fixed it already. I've got it right here.*

Council Member Moore: *You realize that some of the allegations are putting our public citizens at risk. Do you understand that?*

Ahmad Nawaz Khan: *Yeah, but I did not do that because the guy left from the office at 5:00 in the morning.*

Council Member Moore: *I'm not talking about the DUI. I'm talking about the entire list of allegations. You put a non-inspected car on the road. Do you understand that?*

Ahmad Nawaz Khan: *Yeah, I do understand. It happened one time. Yeah, I apologize for that.*

Council Member Moore: *It sounded like it might have happened more than one time.*

Ahmad Nawaz Khan: *No, it was one time. I'm sorry, I was not here. I guess one or two times.*

Council Member Moore: *So, how many partners do you have?*

Ahmad Nawaz Khan: *Three.*

Council Member Moore: And at any time are all three of you out of the country at one time?

Ahmad Nawaz Khan: Na. Two stay here and one leaves. I'm the main one so I can take care of the things now.

Council Member Moore: Unless you're out of the country.

Ahmad Nawaz Khan: Yeah, even if I leave the country, I can take care of this thing now because it has never happened before to my knowledge.

Council Member Moore: And when your drivers.....you hire your drivers, correct? And you had one that was driving for two years that wasn't authorized?

Ahmad Nawaz Khan: That driver was in and out most of the time. So, he comes and goes and something like that, but I don't know that much.

Council Member Moore: I'm Councilman Moore for those that are listening in.

Council Member Jefferson: Mr. Ahmad, do you mind if I ask a couple of questions? My name is Councilman Jefferson. I'm curious, in regards to you all's hiring practices, you mentioned a number of times the responsibility falling on your drivers. What sort of process and methods do you use to ensure that you are hiring responsible employees? What sort of vetting are you doing? What's your selection process for picking good employees?

Ahmad Nawaz Khan: They bring us a permit from the city. That's how we can do it because they have a valid permit. So, they sign the paper and we give them a cab. We don't have anything where we can check the record or anything because they come through the city.

Council Member Jefferson: And what's your, if any, do you have some sort of disciplinary policy in place where if they....for example, the gentleman, if someone doesn't have the permits in order or someone is doing something wrong, what's your disciplinary action?

Ahmad Nawaz Khan: We don't give them a cab.

Council Member Jefferson: You just don't give them a cab?

Ahmad Nawaz Khan: Na, if they don't have a permit, we don't give them a cab.

Council Member Jefferson: And, Mr. Manager, it looks like this letter was sent on July 24th, but have they officially been out of operation yet, have they?

Interim City Manager McCaslin: If I'm not mistaken, they were out of operation for about a day because of the required five-day notice that's in the ordinance.

Council Member Jefferson: Do you know your anticipated loss of earnings over like a day or a week? Like, let's just say, this goes south and you're suspended for I don't know how long, how much money would you lose out on? Do you know?

Ahmad Nawaz Khan: I have no idea about that. But most of the time, if it's happened, especially if I know we're going to lose the contract with the City of High Point, we're going to

lose out on picking up the senior citizen people, the ones that go to the hospital and everything like that. So, we probably are going to lose them and they are probably going to have a hard time too. I got this paper from the hospital and they were saying that they do need us and they need a cab because they go three times a week or two times a week for dialysis and they don't have any vehicles, they use my vehicles.

Council Member Jefferson: Mr. Mayor, I have one final question.

Mayor Wagner: You have the floor.

Council Member Jefferson: In a four-month span it looks like you guys were cited twice for having a vehicle that didn't have the correct registration on it. I understand what you said about irresponsible drivers, but putting a vehicle out on the road, that's the business owners, right? To decide what vehicles are going to be used. Is that decided by the business owners?

Ahmad Nawaz Khan: Yes.

Council Member Jefferson: Tell me this. If we decide to let you stay in business, are you going to do it again?

Ahmad Nawaz Khan: Na. I'm going to make sure that no more cars or illegal vehicles are on the road.

Council Member Johnson: This is Councilman Johnson. How would you ensure going forward that the registration/tag or registration plate violation does not happen again?

Ahmad Nawaz Khan: It's not going to happen because I'm going to check it every day.

Council Member Johnson: And you were not doing that before?

Ahmad Nawaz Khan: No, we were not doing that before. But I will make sure. I will check out everything on my own.

Council Member Johnson: To ensure that that does not happen again, you all are actually physically checking that to make sure before the taxi goes out?

Ahmad Nawaz Khan: Yeah.

Council Member Peters: If I could just make a comment. This is Councilwoman Peters. First of all, I want to thank Inspector Kramp and I know that must be very frustrating and I appreciate your diligence to keep our citizens safe. Then, to Ahmad, I just want you to understand the importance of the safety of our citizens and that you have to abide by those ordinances. Mayor Wagner, I'm just curious if you would consider, if we can do....to make everyone happy, maybe a 3-month probation period where they could work, but make sure that they're doing things the right way.

Mayor Wagner: I'm not sure that under the city's ordinance whether a probationary period is allowed.

City Attorney Carlyle: I believe it is.

Council Member Jefferson: *Could we hear from Officer Kramp?*

Council Member Hudson: *The purpose for a probationary period anyway is if they pass the probationary period, they would retain their license anyway and if they fail, again, they would come before us anyway. So, it really doesn't serve a purpose. We either let them continue working or remove their license. If they have an offense, it comes back to us automatically.*

Mayor Wagner: *Before we get into that debated, does anyone have any more questions for the owner?*

Council Member Johnson: *I do.*

Mayor Wagner: *Okay, go ahead.*

Council Member Johnson: *I'm Councilman Johnson. How long have you guys been in business?*

Ahmad Nawaz Khan: *Thirteen years.*

Council Member Johnson: *And, within the 13 years, it's just these grievances?*

Ahmad Nawaz Khan: *Right. We was doing very well before, but somehow we made some mistakes here. I'm going to make sure no more mistakes are made.*

Mayor Wagner: *Any more questions for the owner, so he can sit down, and we can debate among ourselves. Okay, thank you.*

Okay, moving forward, what we ought to do is have some kind of a motion to debate. Does anyone have a motion on this item?

City Attorney Carlyle: *Mayor, if I could just make a statement for the record before we have a motion to vote. I just want to point out that although the letter actually referenced the incorrect ordinance, you've heard evidence tonight and based on Officer Kramp's testimony, and you've heard from the manager and also the fact that the business owners have showed up. Everything was followed correctly. It was actually Chapter 12 and Chapter 11 was referenced in the notice, but everything else was followed correctly and everything was done correctly. I just wanted that in the record. It was just a typo.*

Council Member Johnson: *It was a typo. Okay.*

Council Member Jefferson: *Mr. Mayor, I want to make a motion, but I need to ask a question of Inspector Kramp. It's a capacity question. It's interesting about what Councilwoman Peters brought up about some sort of probationary period, which I think alludes to what Councilman Hudson was saying in that if they offend another time, we'll just bring it right back. What I'm curious about is your capacity to maybe keep up with that stuff. I know there's a number of companies in our city, and you know, I imagine you're the only taxicab inspector, right?*

Officer Kramp: *I am.*

Council Member Jefferson: *So, you've got a number of things that you've got to be looking out for. What's your capacity, I guess, to give a more direct and more cautionary oversight for them?*

Officer Kramp: *I am in the Traffic Division. I'm one of the six active officers in the Traffic Division and on the March date, I was in the middle of investigating the fatality that took place on Martin Luther King Drive which was a second degree murder fatality and I had to put a second degree murder fatality on hold because I saw a taxi cab that I knew had a bad tag on it and I knew there was a good chance that it might get fixed before I saw it again. I have many duties above and beyond taxi inspector and a lot of what doesn't get substantiated is because I'm also the one who's going to Walmart taking the crash calls in the Walmart parking lot. I'm going to various neighborhoods addressing speeding complaints in various neighborhoods. It is one of a lot of hats that I wear and to put some form of probation on them that requires me to focus even more attention on them than I am currently am able to pulls me away from many other duties as well.*

Council Member Jefferson: *That's what I was curious about.*

Mayor Wagner: *My question is for the attorney. I'm looking.....the copy of the ordinance is our packet. I'm looking for the section on what we're allowed to do with this and it seems to me that we just have a choice of suspending, revoking, or allowing them to continue.*

City Attorney Carlyle: *It sounds like, though, I mean looking at it, you can suspend up to 30 days.*

Mayor Wagner: *The manager can suspend up to 30 days, pending our decision. That's what it says.*

City Attorney Carlyle: *Right. So, that's very similar to what might be considered a probationary period, I guess.*

Council Member Peters: *Well, I know that Officer Kramp said that he had complaints previously, but he was not able to substantiate them. I understand that. So, I want to support staff, but then, again, after 13 years of business and their first problems started in March that is recorded. You know March, April, May, June, and July and we're right in the middle of this COVID stuff. I mean I just can't imagine. I would like to allow him to try to do the correct things and let his business remain. I mean a lot of those folks at Yellow Cab, I mean now with our Transit down, you know a lot of those folks that need to get to their doctor appointments and stuff that don't have cars. It's a tough spot.*

Council Member Johnson: *I would have to agree with Councilwoman Monica as well. They have worked on the issues. They've corrected the issues. They do have a plan going forward to ensure that this does not happen again. I mean if they came in here and said they did not have a plan, I would immediately say let's suspend it completely. But they've come in here with a plan. I would agree with Councilwoman Monica that we proceed with allowing them to operate their business.*

Mayor Wagner: *Is someone willing to make a motion so we have something legitimate to debate?*

Council Member Jefferson: *Mr. Mayor, I'll make a motion and I want to preclude my actual action of the motion with an explanation.*

I'd like to make a motion that given that we have a responsibility to all of High Point's residents to ensure good responsibility amongst all businesses and folks who operate and that we've heard from Inspector Kramp over a number of concerns and that, yes, we heard about the driver stuff, but there's also company stuff, but also considering that this is a small business that's been operating for 13 years. They have families to feed and things to keep up. I'm thinking that if given some time to really focus and ensure that stuff is tight, to ensure that you've got your disciplinary policies in place, maybe some hiring stuff, to really look at that stuff.

I'm actually making a motion of at least a one-week suspension to focus on that stuff because at this point there's no way that Officer Kramp is going to be able to....if he's one of six in our Traffic Division, I mean, I just heard about something crazy on 68 a couple of weeks ago where someone died in a crash. I can't imagine asking him to try to keep a lid on this every single day, but I imagine that at least a one-week period gives the business owner time to focus. We're not revoking and they can come right back after one week. That would be my motion.

Mayor Wagner: *We have a motion to suspend their license for a period of one week.*

Council Member Hudson: *Do we have the option? Do we have the liberty to give the time?*

City Attorney Carlyle: *I believe the way it's phrased you would actually be giving the manager the authority to do that.*

Council Member Hudson: *I'll second the motion.*

Council Member Jefferson: *So, wait. Does that mean that I have to.....does that my motion automatically goes 30 days or can it still be one week?*

City Attorney Carlyle: *It can be up to whatever time period. You would revoke as a City Council, but if there is going to be a suspension, you're going to give that authority to a manager.*

Council Member Hudson: *The manager picks the time?*

City Attorney Carlyle: *No, you can pick the time I believe. It's up to 30 days.*

Mayor Wagner: *He has the authority to revoke it up to 30 days pending our decision and if our decision is to suspend it for seven days, then they're suspended for seven days. When the seven days run out, they can restart.*

City Attorney Carlyle: *That's the authority that the manager has.*

Council Member Jefferson: *So, what do I need to amend my motion?*

Same motion, but authorizing the city manager to do it for those seven days.

City Attorney Carlyle: Yes.

Mayor Wagner: Okay, so that's an **amended motion**.

Council Member Hudson: I'll **second** that.

Mayor Wagner: So, there's a motion to authorize the manager to suspend the license for one week and that motion has been seconded. Is there any debate on this motion?

Council Member Hudson: I would say that I did second it, but changing plates on a car, that's not a mistake. That is blatant disregard for the law. There's no excuse for doing that. It's blatantly disregarding the law and to do it twice. That's blatant. And that's the only time that you actually caught them. So, the fact that you catch someone doing it, I assume other things are happening. So, the fact that that's so blatant makes me, perhaps, not as forgiving as the others. My first thought was to revoke their license and I appreciate a suspension, but I'm not happy about it.

Mayor Wagner: I will kind of echo what you're saying. I would lean towards....if we're going to suspend, I would lean towards a longer period of time than just a week, but I would say that regardless of the suspension I want our Police Department and Taxi Inspector to keep an eye on this company and report back to us quickly if there's any more issues because we do have a responsibility and a duty to the public to make sure that franchises that we grant to an entity to provide a public service that they're going to be safe and that they're going to be respectful of the law. It sounds to me like we have a company that's not just making mistakes. This is a situation, at least in the past, where we've had a willful disregard of the statutes and safety concerns in our city. So, anyone else like to speak on this matter before we vote?

Council Member Jefferson: Mr. Mayor, I know I've already been vocal, but if you guys will just entertain me. We completely support small businesses, but we also have to support the safety. I mean we do want to be the single, most livable safe and prosperous community in America. So, for us, you know we're trying to support a small business and give you a chance for a week to focus on your business before you start back up again. But we're also expecting Officer Kramp that any infraction that comes back to us, because I guarantee you if I gave a week, there's plenty of folks leaning towards much more than a week. So, we fully support small businesses. The safety of our citizens is so important. I encourage and implore you and beseech you not to allow someone like another driver's responsibility to be a cop out. It's your business. That driver's name is not on the taxicab, A+ is and if A+ is your brand, I would take responsibility for your brand.

Council Member Johnson: I'm Councilman Johnson. I would agree and echo Councilman Jefferson with the week suspension just to make sure that you are vetting your drivers correctly. I do support A+. I do support small business. I do believe that we, in High Point, do need it and I'm not saying that you all knew about the changing of the registration plates. I'm not saying that you didn't know. But it has happened and you do have a plan of action and need to make sure that does not happen. So, we wouldn't want the

officer to come back in here next month or the month after and say they have the same problem because I'm going to look at you and say did you have a plan in place.

If this week passes, if the suspension passes, with the one week, I do want you to take the time, you and the other two owners take the time to look at the drivers that you currently have, okay, because they represent you and you represent them. When you're out on the road, you're representing yourself and you're representing the City of High Point and we want you to do it the correct way, the correct way. Thank you.

Mayor Wagner: *Okay, last chance. Anyone else?*

Officer Kramp: *May I add one thing?*

Mayor Wagner: *Yes.*

Officer Kramp: *Neither company has been inspected since last fall right before Furniture Market in the fall. The April inspections were suspended. If Council would like for me to do so, I could arrange for inspections to take place at the end of the week. They would have a week of non-operation to get their stuff in order and before they return to business, I can put them through my normal inspection process. In theory, they should be bringing me well tended to vehicles that are all proper and before they resume operation, we can put the sticker on the window that says at least from this point everything is where it should be and I can also reach out to the other company as well and let them know of the same inspection period and I will set aside a day to where I can conduct my taxi inspections on both companies and renew all of their stickers like I would have normally done back in April for those of you who would be teetering between suspension or revocation or no action, that could help to ensure that they've got their ducks in a row before they go back to work.*

Council Member Moore: *I appreciate you saying that. This is Councilman Moore. I wasn't teetering, I was on the side of revoking, but if that is something that you feel can be done, I concur with Councilman Hudson and I said it earlier, I mean the changing of the tags, that wasn't by accident. And I don't know, it doesn't sound like they have a staff of 30 or 40, so I have a hard time understanding that the owner didn't know what was happening. So, if you, as the law officer and the professional, feel that would meet the need and help us to support local, small business then I certainly don't have a problem with that.*

Mayor Wagner: *I'm going to recognize the attorney because I can tell she's got something to say.*

City Attorney Carlyle: *Thank you so much. So, I think we should also maybe add in the motion the effective date. The effective date would be tonight, starting tonight because Officer Kramp and/or Manager McCaslin will need to give a written order and they'll need to reflect in that the effective time and that way we will go ahead and clear on record.*

Mayor Wagner: *Okay.*

Council Member Jefferson: *I will amend it but, I do have a question because he did add that component where he would do the inspection. If they don't pass the inspection seven*

days from now, are we....what is it going to be, is it like another seven days before each inspection?

Officer Kramp: *I will inspect each vehicle and any vehicles that don't meet inspection, I can do a report on and you can receive a report that says all of their vehicles came through and everything was met or four of their vehicles came through and were good and three of them were not. The ones that are not will not be able to operate, but the ones that do pass inspection would then, at the end of suspension, be able to operate and just like any other suspension or any other inspection process, the ones that don't pass inspection aren't allowed to operate until they are corrected and do pass inspection.*

Council Member Jefferson: *Okay, so it's not an all or nothing?*

Officer Kramp: *No, unless you chose to make it an all or nothing. The way in envision it is at the end of any suspension, we would conduct the inspections and the vehicles that pass inspection can go back to work and any vehicles that don't pass inspection.....*

Mayor Wagner: *That's the law anyway.*

Officer Kramp: *Exactly. I'm not asking for anything beyond what we would normally do anyhow with an inspection. We just haven't had one. We missed April and if it makes anybody feel better about letting them go back to work, we can make sure that we do an inspection as they are getting back up and running.*

Council Member Jefferson: *So, I would amend my motion to add the effective date so that the suspension starts, I guess, right at this time, August 3rd and does not come off until the end of business August 10th. Is that how to technically say it?*

Mayor Wagner: *End of business.*

Council Member Jefferson: *So, just literally, seven days straight to the hour I guess.*

Mayor Wagner: *7:20 p.m.*

Council Member Jefferson: *So, 7:20 p.m. on August 10th.*

Mayor Wagner: *Wait a minute, he's amended his motion, do you renew your second?*

Council Member Hudson: *Yes, I renew my second.*

Council Member Johnson: *What about....they're out there now, right? So, we're going to tell them that the people that you've got in your taxi.....*

Council Member Jones: *Would we consider making it effective tomorrow? That way anybody that's currently working on the clock right now can finish out their shift?*

Council Member Johnson: *We can do it tomorrow and let them finish up a day with what they have because if they are already out there taking people where they need to go, we're going to tell them that they can finish the trip.*

Mayor Pro Tem Williams: *Let them finish the trip and come on back because the sooner we get them off, the sooner we can get them back on.*

Mayor Wagner: *He's not out there pulling them right now anyway.*

Council Member Johnson: *That's the point. I want them to stay in order. If we say 7:20 or whatever time.*

Council Member Jefferson: *That means as soon as we leave here, they'd have to all drivers off the road asap.*

Mayor Wagner: *Alright, are we ready to vote? Ms. Peters has stepped out. I'll call her name last. The motion is to suspend for one week through 7:20 p.m. of August 10th. Alright, Councilman Holmes, how do you vote?*

Council Member Holmes: *Aye.*

Mayor Wagner: *Councilman Johnson?*

Council Member Johnson: *Aye.*

Mayor Wagner: *Councilman Moore?*

Council Member Moore: *Aye.*

Mayor Wagner: *Mayor Pro Tem Williams?*

Mayor Pro Tem Williams: *Aye.*

Mayor Wagner: *Councilman Hudson?*

Council Member Hudson: *Aye.*

Mayor Wagner: *Councilman Jones?*

Council Member Jones: *Aye.*

Mayor Wagner: *Councilman Jefferson?*

Council Member Jefferson: *Aye.*

Mayor Wagner: *The mayor votes Aye. Councilwoman Peters, how do you vote?*

Council Member Peters: *Aye.*

Mayor Wagner: *Okay, that motion passes by a vote of 9-0.*

A motion was made by Council Member Jefferson, seconded by Council Member Hudson, to authorize the city manager to suspend A+ Yellow Cab's license for a 7-day period from August 3, 2020 until August 10, 2020 at 7:20 p.m. Following a roll call vote by the Mayor, the motion carried by the following 9-0 unanimous vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes.

2020-294 Ordinance - Changes to City of High Point Code of Ordinances - Taxicab Service

City Council is requested to adopt an Ordinance amending Chapter 2- Taxicabs, Article C, Vehicle Specifications and Equipment. Section 11-2-31 Financial responsibility of the City of High Point Code of Ordinances.

Taxi Inspector, Officer Tad Kramp, advised the city's current ordinance reflects \$50,000/\$100,000/\$50,000 as the insurance limits and per N.C. General Statute 20-280, the minimum the state now requires is \$100,000/\$300,000/\$50,000. He noted the amendment would bring the city ordinance in compliance with state law.

Adopted an Ordinance amending the City of High Point Code of Ordinances, specifically Chapter 2- Taxicabs, Article C, Vehicle Specifications and Equipment, Section 11-2-31 Financial Responsibility to reflect the limitations of \$100,000/\$300,000/\$50,000 as required by state law.

A motion was made by Council Member Moore, seconded by Council Member Hudson, that this matter be adopted. Following a roll call vote by the Mayor, the motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes.

**Ordinance No. 7623/20-39
Ordinance Book Volume XXI, Page 38**

2020-295 Appointment to Planning & Zoning Commission (Mark Morgan)

Council is requested to confirm the appointment of Mark Morgan to the Planning & Zoning Commission as Councilwoman Monica Peters' Ward 3 appointee. Appointment to be effective immediately and will expire June 30, 2023.

Approved the appointment of Mark Morgan to the Planning & Zoning Commission as Councilwoman Monica Peters' Ward 3 appointee. Appointment to be effective immediately and will expire on June 30, 2023.

A motion was made by Council Member Peters, seconded by Council Member Johnson, that this matter be approved. Following a roll call vote by the Mayor, the motion carried by the following 9-0 unanimous vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes.

2020-298 Appointment to Parks & Recreation Commission (Lauren Britton)

To confirm the appointment of Lauren Britton as Council Member Hudson's Ward 4 appointee on the Parks & Recreation Commission. Ms. Britton will fill the unexpired term of Todd Nifong, who has resigned. Appointment to be effective immediately and will expire on July 1, 2021.

Approved the appointment of Lauren Britton to the Parks & Recreation Commission as Council Member Hudson's Ward 4 appointee. Appointment to be effective immediately and will expire on July 1, 2021.

A motion was made by Council Member Hudson, seconded by Council Member Jefferson, that this matter be approved. Following a roll call vote by the Mayor, the motion carried by the following 9-0 unanimous vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes.

2020-289 Minutes To Be Approved

Community Development Committee Minutes; July 14th @ 4:00 p.m.
Prosperity & Livability Committee Minutes; July 15th @ 11:00 a.m.
Finance Committee Minutes; July 16th @ 4:00 p.m.
Special Meeting Minutes of City Council; July 20th @ 3:30 p.m.
Regular Meeting Minutes of City Council; July 20th @ 5:30 p.m.
Adjourned Session Minutes of City Council; July 22nd @ 5:30 p.m.

Approved the preceding minutes as submitted with a correction to the July 15, 2020 Prosperity & Livability Committee Minutes to reflect the correct spelling of Patrick Harman's name.

A motion was made by Council Member Moore, seconded by Council Member Peters, that this matter be approved. The motion carried by the following vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Williams, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes.

ADJOURNMENT

At 7:28 p.m., Council recessed this meeting until August 5, 2020 at 5:30 p.m. in order to take action on the public hearing items that were heard at tonight's meeting.

Respectfully Submitted,

Jay W. Wagner, Mayor

Attest:

Lisa B. Vierling, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Condemnation for 1519 Baker Road

From: Building Inspections

Meeting Date: 08/17/20

Public Hearing: N/A

**Advertising Date /
Advertised By:**

Attachments: Timeline
Pictures
Condemnation Notice

PURPOSE:

Demolish a condemned structure that has a collapsed roof and failing walls.

BACKGROUND:

City of High Point Fire responded to a collapsing building after a winter snowstorm. The bank has been notified of the condemnation.

BUDGET IMPACT: unknown

RECOMMENDATION / ACTION REQUESTED:

Council is requested to approve the demolition of the structure at 1519 Baker Road.





BV-20-0009
1519 Baker Road Timeline

<i>Description</i>	<i>Date</i>	<i>Inspector</i>	<i>Action</i>	<i>Other Notes</i>
Building Roof Collapsed	01/24/2019	Eddie Long	Building Condemned	Roof Collapse on building, Owner Present
Follow-up Inspection	02/08/2019	Eddie Long	No Change	Owner stated that removal will start in two weeks
Follow-up Inspection	02/13/2019	Eddie Long	No Change	No permit
Follow-up Inspection	03/18/2019	Eddie Long	No Change	No permit
Follow-up Inspection	04/17/2019	Eddie Long	No Change	No permit
Follow-up Inspection	05/03/2019	Eddie Long	No Change	No Permit
Follow-up Inspection	05/20/2019	Eddie Long	No Change	No Permit / Start enforcement proceedings
Ownership Validation	08/05/2019	Sharon Livengood	Title Search	
Notice Sent	08/06/2019	Eddie Long	Notice Sent	
Follow-up Inspection	08/28/2019	Eddie Long	No Change	No response from notice sent / No change / No Hearing
Hearing Held	09/19/2019	Eddie Long	No Change	Hearing being held at 10am
Order Issued	09/28/2019	Eddie Long	Notice Sent	Demolish building by January 7 th 2020
Follow-Up Inspection	11/08/2019	Eddie Long	No Change	No Permit
60 Day Extension	01/14/2020	Eddie Long	Correspondence	Approved 60-day extension, New date March 7, 2020
Owner Request	02/14/2020	Christopher Whaley	Notice Sent	No additional extension approved. March 7 th stands
Building Wall Collapse	03/09/2020	Christopher Whaley	Building Condemned	Front wall of building collapsed, Owner not present



Elite Property & Development, LLC
PO Box 290
Beckley, WV 25802

Michael D. Laxton, II
423 Hinton Road
Shady Spring, WV 25918

Branch Banking and Trust Company
3849 Robert C Byrd Dr.
Beckley, WV 25801-2956

BB&T Collateral Service Corporation
300 Summers Street 2nd Floor
Charleston, WV 25301

July 23, 2020

Dear Owner/Representative,

You are hereby notified that a formal condemnation hearing will be held regarding 1519 Baker Road, High Point, NC 27263 before the City of High Point City Council. This hearing is scheduled for August 17, 2020 at 211 South Hamilton St., High Point, NC 27260. Any invested party may appear before the City Council to present each case against the Inspections Service Department request for a ordinance to demolish the structure.

Sincerely,

Christopher Whaley

City of High Point Inspections Manager



Elite Property Development, LLC
Attn: Michael Laxton / Laxton Enterprises
P.O. Box 290
Beckley, W.V. 25802

Re: 1519 Baker Rd.

8-6-19

To whom it may concern,

On January 24th, 2019, the southern portion of roof located at 1519 Baker Road collapsed and due to the collapse, this structure has been condemned pursuant to NC General Statute 160A-426.

You are hereby notified to take immediate corrective action to safeguard the site by repairing or demolishing the structure. All required state and city permits must be obtained for this corrective action.

Please respond within ten (10) days of receipt of this letter with an immediate written timeline for repair or demolition. If no reply has been received after ten days of receipt of this letter, the City of High Point Inspections Department will schedule a condemnation hearing to determine the best course of action in the interest of public safety.

If you have any questions regarding this letter, please contact me at 336-883-3323

Sincerely,

A handwritten signature in black ink, appearing to read "Darrell Long". The signature is stylized with a large, looped "D" and a long, sweeping "L".

Darrell Long

City of High Point Building Inspections Supervisor



Elite Property Management, LLC
Attn: Michael Laxton / Laxton Enterprises
P.O. Box 290
Beckley, W.V.

Re:1519 Baker Road

9-9-19

To whom it may concern,

You were previously notified that the City of High Point Inspections Services Department condemned a portion of your property located at 1519 Baker Road pursuant to NC General Statute 160A-426.

As of the date of this letter, no "timeline for demolition" has been received by this office and the southern portion of this building remains in a "state of collapse".

You are hereby notified that a condemnation hearing will take place at the City of High Point Inspection Services offices on September 19th, 2019 at 10am. You are entitled to be heard in person or by counsel to present arguments and evidence pertaining to this hearing.

If you have any questions regarding this letter, please contact me at 336-883-3323.

Regards,

Darrell Long

City of High Point Building Division Supervisor



Michael D. Laxton II
423 Hinton Road
Shady Spring , W.V. 25918

Re:1519 Baker Road

9-9-19

To whom it may concern,

You were previously notified that the City of High Point Inspections Services Department condemned a portion of your property located at 1519 Baker Road pursuant to NC General Statute 160A-426.

As of the date of this letter, no "timeline for demolition" has been received by this office and the southern portion of this building remains in a "state of collapse".

You are hereby notified that a condemnation hearing will take place at the City of High Point Inspection Services offices on September 19th, 2019 at 10am. You are entitled to be heard in person or by counsel to present arguments and evidence pertaining to this hearing.

If you have any questions regarding this letter, please contact me at 336-883-3323.

Regards,

Darrell Long

City of High Point Building Division Supervisor



Branch Banking & Trust Company
3849 Robert C. Byrd Drive
Beckley, W.V. 25801

Re:1519 Baker Road

9-9-19

To whom it may concern,

According to our records, you are listed as a beneficiary to the above property located here in High Point. The purpose of this letter is to notify you that the City of High Point Inspection Services Department condemned a portion of your property located at 1519 Baker Road due to collapse. This is in accordance with NC General Statute 160A-426.

You are hereby notified that a condemnation hearing will take place at the City of High Point Inspection Services offices on September 19th, 2019 at 10am. You are entitled to be heard in person or by counsel to present arguments and evidence pertaining to this hearing.

If you have any questions regarding this letter, please contact me at 336-883-3323.

Regards,

Darrell Long

City of High Point Building Division Supervisor



BB&T Collateral Service Cooperation
300 Summers Street 2nd Floor
Charleston, W.V. 25301

Re:1519 Baker Road

9-9-19

To whom it may concern,

According to our records, you are listed as a trustee to the above property located here in High Point. The purpose of this letter is to notify you that the City of High Point Inspections Services Department condemned a portion of your property located at 1519 Baker Road due to collapse. This is in accordance with NC General Statute 160A-426.

You are hereby notified that a condemnation hearing will take place at the City of High Point Inspection Services offices on September 19th, 2019 at 10am. You are entitled to be heard in person or by counsel to present arguments and evidence pertaining to this hearing.

If you have any questions regarding this letter, please contact me at 336-883-3323.

Regards,

Darrell Long

City of High Point Building Division Supervisor

From: [Debra Lee Allen](#)
To: [Eddie Long](#)
Cc: [Bryan G. Scott](#)
Subject: 1519 Baker Road, High Point, NC
Date: Wednesday, October 9, 2019 10:53:57 AM

Eddie,

I am writing to follow up our telephone conversation of last Thursday, October 3, 2019.

As I indicated on our call, the Bank has commenced a foreclosure action and is in the process of completing service of the Complaint on all defendants. However, the Bank may or may not foreclose depending upon what it learns about the damage to the building and the cost of repair or demolition of the building. To that end, the Bank had a structural engineer review the exterior of the property and provide some initial feedback. The Bank is continuing to collect additional information, and is working to have a decision regarding the foreclosure within the next few weeks. Let me know if you have any questions. Thanks.

Debra Lee Allen
Spilman Thomas & Battle, PLLC
Licensed in WV, PA, MD & TX
Remote Location:
292 Pleasant Valley Drive
Charles Town, WV 25414
O 304.291.7920
M 304.216.5835
F 304.291.7979
dallen@spilmanlaw.com
[View My Bio](#)

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From: Eddie Long
Sent: Tuesday, January 14, 2020 10:07 AM
To: Debra Lee Allen
Subject: RE: 1519 Baker Road, High Point, NC

Debra,

I passed this by my administrator and explained to him the reason for the time extension request. **The request for a sixty (60) day extension has been approved with a new compliance date of March 7th, 2020.**

Thank you for reaching out to me and please keep me posted of any changes or progress.

Regards,

Eddie "Darrell" Long



CITY OF HIGH POINT

Code Enforcement Supervisor
Inspections Services Division

211 S Hamilton, Room 316 | High Point, NC 27260
336.883.3323 | m: 336.906.2239

eddie.long@highpointnc.gov

www.buildhighpoint.com

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Please be aware that e-mail and attachments sent to and from this address are subject to the North Carolina Public Records Law and may be disclosed to third parties.

From: Debra Lee Allen <dallen@spilmanlaw.com>
Sent: Friday, January 10, 2020 2:22 PM
To: Eddie Long <eddie.long@highpointnc.gov>
Subject: 1519 Baker Road, High Point, NC

Darrell,

I am following up on our call of Tuesday, January 7, 2020. My firm is working with the Bank to determine how quickly we can get access to the property, and I had requested from you an extension of the deadline set by your office for a period of 60 days. You indicated you thought that would be okay, but needed to check with your managers. Can you please confirm that the 60 day extension has been agreed to? This would make the deadline March 7, 2020. Thanks.

Debra Lee Allen

Spilman Thomas & Battle, PLLC
Licensed in WV, PA, MD & TX

Remote Location:

292 Pleasant Valley Drive
Charles Town, WV 25414
O 304.291.7920
M 304.216.5835
F 304.291.7979

dallen@spilmanlaw.com

[View My Bio](#)

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CITY OF HIGH POINT

AGENDA ITEM



Title: Wheel Loader

From: Gary Smith, Fleet Director

Public Hearing: N/A

Attachments:

Meeting Date: August 17, 2020

Advertising Date / N/A

Advertised By: N/A

PURPOSE:

The Ingleside compost facility has a John Deere 624K wheel loader in need of replacement based on hours and overall condition. Using the Sourcewell # 032119-JDC contract a John Deere 624L wheel loader is being recommended for council approval.

BACKGROUND:

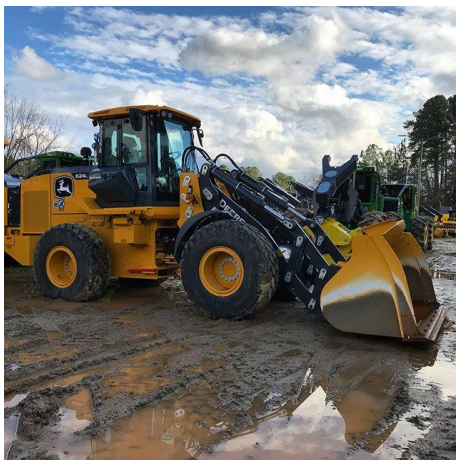
The Ingleside compost facility is currently using a 2010 John Deere 624K wheel loader with over 14,000+ hours. The maintenance costs have steadily increased over the past year and it is reaching the end of the useful life. James River Equipment has the John Deere 624L wheel loader which will continue to meet their needs. The price of \$196,503.70 is for the wheel loader, extended warranty, operator training, and delivery. Delivery is estimated at 120-150 days.

BUDGET IMPACT:

Funds are available in the 2020-21 budget.

RECOMMENDATION / ACTION REQUESTED:

The Fleet Services Department recommends purchasing one John Deere 624L wheel loader from James River Equipment. Recommendation also includes declaring the old loader as surplus and disposing through the online auction process.



Quote Id: 22277091

Prepared For:
CITY OF HIGH POINT FLEET SERVICES



Prepared By: **NICHOLAS WOOD**

James River Equipment
411 S Regional Road
Greensboro, NC 27409

Tel: 336-668-2762

Fax: 336-668-3714

Email: nick.wood@jamesriverequipment.com

Date: 02 July 2020

Offer Expires: 02 August 2020

Confidential

Quote Summary**Prepared For:**

CITY OF HIGH POINT FLEET SERVICES
3524 Triangle Lake Rd
High Point, NC 27260
Business: 336-883-3221
GARY.SMITH@HIGHPOINTNC.GOV

Prepared By:

NICHOLAS WOOD
James River Equipment
411 S Regional Road
Greensboro, NC 27409
Phone: 336-668-2762
nick.wood@jamesriverequipment.com

Quote Id: 22277091
Created On: 02 July 2020
Last Modified On: 02 July 2020
Expiration Date: 02 August 2020

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 624L WHEEL LOADER	\$ 188,490.70	\$ 188,490.70 X	1 =	\$ 188,490.70
Extended Warranty		\$ 8,013.00 X	1 =	\$ 8,013.00
Extended Warranty, 624L, Power Train And Hydraulics, 7500 Total Hours or 60 Total Months, \$0 Deductible				
Sub Total				\$ 196,503.70
Equipment Total				\$ 196,503.70

Quote Summary

Equipment Total	\$ 196,503.70
SubTotal	\$ 196,503.70
Total	\$ 196,503.70
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 196,503.70

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 22277091

Customer: CITY OF HIGH POINT FLEET SERVICES

JOHN DEERE 624L WHEEL LOADER

Hours:

Suggested List

Stock Number:

\$ 188,490.70

Selling Price

\$ 188,490.70

Code	Description	Qty	Unit	Extended
7590DW	624L WHEEL LOADER	1	\$ 227,192.00	\$ 227,192.00
Standard Options - Per Unit				
170C	JDLink Ultimate 5 Year Subscription	1	\$ 0.00	\$ 0.00
0924	John Deere PowerTech Engine	1	\$ 24,858.00	\$ 24,858.00
1010	Standard Wheel Loader	1	\$ 0.00	\$ 0.00
1110	5-Speed Powershift Transmission	1	\$ -3,900.00	\$ -3,900.00
1217	140 amp Alternator	1	\$ 347.00	\$ 347.00
1310	Flat Black Curved Stack	1	\$ 0.00	\$ 0.00
1430	Engine Air Intake System with Centrifugal Precleaner	1	\$ 667.00	\$ 667.00
1520	Automatic Reversing Hydraulic Fan	1	\$ 1,650.00	\$ 1,650.00
1610	Standard Fuel Filter with Water Separator and Standard Fuel Fill	1	\$ 0.00	\$ 0.00
1905	Standard Cab	1	\$ 0.00	\$ 0.00
1945	7 inch Monitor with Dedicated Rear Camera Display	1	\$ 1,645.00	\$ 1,645.00
1970	Hydrau Hydraulic Fluid	1	\$ 0.00	\$ 0.00
2010	Standard Z-BAR	1	\$ 0.00	\$ 0.00
2120	Steering Wheel Only	1	\$ 0.00	\$ 0.00
2220	Deluxe Seat, Cloth with Air Suspension	1	\$ 0.00	\$ 0.00
2360	Joystick Controls	1	\$ 0.00	\$ 0.00
2403	Three Function Hydraulics	1	\$ 2,231.00	\$ 2,231.00
2510	Ride Control	1	\$ 4,015.00	\$ 4,015.00
2605	English Decals and Manuals	1	\$ 0.00	\$ 0.00
2708	8 Amp Converter	1	\$ 0.00	\$ 0.00
2890	No Payload Scale without Cycle Counter	1	\$ 0.00	\$ 0.00
3046	Front Hydraulically Locking Differential and Rear Conventional Differential Axles	1	\$ 0.00	\$ 0.00
3120	Manual Axle Differential Lock	1	\$ 0.00	\$ 0.00
4932	No Brand Preference	1	\$ 14,275.00	\$ 14,275.00
5530	Standard Front Fenders	1	\$ 0.00	\$ 0.00
5610	Left Side Steps Only	1	\$ 0.00	\$ 0.00
5840	No Fork Frame	1	\$ 0.00	\$ 0.00
5940	No Tines	1	\$ 0.00	\$ 0.00
7120	Halogen Work and Drive Lights	1	\$ 0.00	\$ 0.00

Selling Equipment

Quote Id: 22277091

Customer: CITY OF HIGH POINT FLEET SERVICES

8220	Rear Hitch and Counterweight	1	\$ 0.00	\$ 0.00
8240	Rear Camera	1	\$ 0.00	\$ 0.00
8275	LED Strobe Beacon with Left Beacon Bracket	1	\$ 275.00	\$ 275.00
8320	Heated Exterior Mirrors	1	\$ 424.00	\$ 424.00
8360	Standard Radio	1	\$ 576.00	\$ 576.00
8450	Cab with Air A/C Charge	1	\$ 0.00	\$ 0.00
8560	Hydraulic Coupler - JRB 416 Pattern	1	\$ 5,709.00	\$ 5,709.00
8890	No Bucket Edge or Teeth	1	\$ 0.00	\$ 0.00
8960	No Bucket	1	\$ 0.00	\$ 0.00
9140	Fire Extinguisher	1	\$ 149.00	\$ 149.00
9240	Engine Compartment Light	1	\$ 180.00	\$ 180.00
9410	Transmission and Bottom Guards	1	\$ 1,937.00	\$ 1,937.00
9707	20.5R25 1 STAR L2 NO BRAND PREFERRED RADIAL TIRES WITH 3 PC RIMS	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 55,038.00
Technology Options				
Deduct	Deduct 41% Based on Sourcewell Contract #032119-JDC	1	\$ -115,714.30	\$ -115,714.30
Technology Options Total				\$ -115,714.30
Dealer Attachments				
Bucket	GEM 4 Yard Multi-Purpose Loader Bucket w/BOE	1	\$ 18,750.00	\$ 18,750.00
Dealer Attachments Total				\$ 18,750.00
Value Added Services				
	Extended Warranty	1	\$ 8,013.00	\$ 8,013.00
Value Added Services Total				\$ 8,013.00
Other Charges				
	Freight	1	\$ 3,225.00	\$ 3,225.00
Other Charges Total				\$ 3,225.00
Suggested Price				\$ 196,503.70
Customer Discounts				
Customer Discounts Total			\$ 0.00	\$ 0.00
Total Selling Price				\$ 196,503.70

**JOHN DEERE**

Extended Warranty

Extended Warranty Proposal**PowerGard™ Protection Plan****4WD Loaders****Date :** July 2, 2020**Machine/Use Information****Plan Description****Price**

Manufacturer	JOHN DEERE	Plan Type:	Extended Warranty	Deductible:	\$ 0
Equipment Type	4WD Loaders	Coverage:	Power Train And Hydraulics	Quoted Price	\$ 8,013.00
Model	624L	Total Months:	60		
Country	US	Total Hours:	7500	Date Quoted	July 2, 2020
MFWD/Tracks	N				

Scraper Use

Extended Warranty is available only through authorized John Deere Dealers for John Deere Products, and may be purchased at any time before the product's Standard Warranty, or Extended Warranty expires.

Extended Warranty Proposal Prepared for:

I have been offered this extended warranty and

Customer Name - Please Print

☒ I ACCEPT the Extended Warranty☐ I DECLINE the Extended Warranty

Customer Signature

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is **not** a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

What Extended Warranty is :

The Extended Warranty Program is for the reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Construction and Forestry equipment, who purchase the Extended Warranty Plans for the desired coverage as indicated in this proposal.

What Extended Warranty is not :

Extended Warranty is not insurance. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income during or after an equipment failure. See the actual product-specific Extended Warranty agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

- Extended Warranty includes the following features and benefits under the program :
- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.

High Point City Council

August 17, 2020 – 5:30 p.m.

PUBLIC HEARING

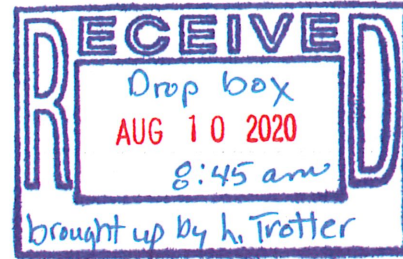
2020-318 City of High Point - Zoning Map Amendment 20-14

A request by the High Point City Council to rezone 733 properties, totaling approximately 179 acres, as part of the Comprehensive Zoning Map Amendment project. The properties are located within the Saddlebrook Subdivision (Johnson Street), Fair Oaks at Bent Tree Townhome subdivision (Barrow Road), Orchard Knob Townhome subdivision (Skeet Club Road), St. Andrews Townhome subdivision (Skeet Club Road), Deerfield Townhome subdivision (Skeet Club Road), Heritage Ridge subdivision (Hedgecock Road), Ashebrook Place Subdivision (Hedgecock Road), Hedgecock Place Condominium (Hedgecock Road) and 130 Hedgecock Road.

Comments Received from:

1. *Danny Van Camp, 662 Chas Ct.*
2. *Mr. Runion (voicemail transcript)*
3. *Ann Dawson, 4497 Orchard Knob Lane*
4. *Michael E. Scott, President- Saddle Brook Master/Flats HOA*

From: Danny Van Camp wwwings33@gmail.com
Subject: ZONING MAP ADMENDMENT CASE 20-14 (MAP 5)
Date: August 8, 2020 at 3:54 PM
To: publiccomment@highpointnc.gov



We live at
662 Chas Ct., High Point, NC
Edgar D. & Joyce A. Van Camp
wwwings33@gmail.com

We purchased, this property and moved into it, Dec. 8 2008, paying, in excess of \$155,000. Our understanding was, that this property and neighborhood, would remain, as currently zoned, to warrant this price.

We, VERY MUCH, OPPOSE THIS REZONING EFFORT, THAT WE THINK:

1. WILL NEGATE, the UNDERSTANDING/CONTRACT, TO PURCHASE, THIS PROPERTY, JUSTIFYING, THE PRICE PAID
 2. WILL CHANGE THE NEIGHBORHOOD STRUCTURES, OF THE PROPERTY
 3. WILL REDUCE THE ATTRACTIVE FEATURES OF THE NEIGHBORHOOD
 4. WILL TERMINATE THE REASONS WE MOVED HERE
 5. WILL NEGATE THE REASONS WE DID NOT CHOOSE TO LIVE ELSEWHERE
 5. WILL GREATLY, DECREASE THE VALUE, OF OUR PROPERTY
 6. WILL REDUCE/NEGATE THE VALUE, OF OUR INVESTMENTS, IN IMPROVING, THIS PROPERTY, WHICH WOULD NOT HAVE BEEN MADE, HAD WE ANTICIPATED, ANY ZONING CHANGES
 7. WILL GREATLY INCREASE TRAFFIC AND THUS THE LACK OF A SMALL NEIGHBOOD ENVIRONMENT AND WILL BE MORE SIMILAR TO "DOWNTOWN HIGH POINT"
 7. BASED, ON RUMORS, WE HEARD LAST YEAR, OF THE POTENTIAL, THAT REZONING COULD ENABLE, THE BUILDING OF, HIGH RISE STRUCTURES AND THE POTENTIAL, OF EVEN ADDING "A DOG PARK"
- ARE PRIME EXAMPLES, THAT WOULD DEFINITELY RESULT, IN ALL, OF THE ABOVE AND BE HIGHLY OFFENSIVE, IN LOOKS, SMELLS, TRAVEL AND THE ALL AROUND PLEASURES, IN LIVING IN A NOW "VERY NICE FAMILY NEIGHBORHOOD".

Thank you for allowing us to comment on on this Rezoning effort.

Edgar D. & Joyce A. Van Camp

Public Comment

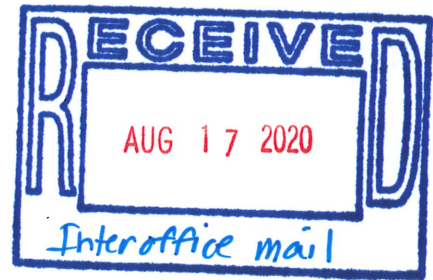
Received August 11, 2020 @ 2:41 p.m.

Transcription of voicemail:

This is Mr. Runyan, actually Mr. and Mrs. Runyan, from 4007 Kim Drive. That's High Point, 27265. I wanted to comment on a track of land that's going to be discussed Monday. It's the CURM-5 track of land. As you see on the map our property backs up into a little short stretch, that I don't even know who it belongs to it. I'm interested in any kind of discussion that short stretch is in the back of 4007 Kim Drive, High Point. It's just a little stretch at one time the Blairs owned it, been here 55 years. So, we knew the Blairs. And they were going to have plans for that, and I can talk to you about those plans if you get this message and want to discuss that. It's a piece of land on the back part of our property 4007 Kim Drive. I guess that's all I can discuss at this time. So, thanks for all your hard work and we look forward to a response. Bye Bye.

End of Transcript

August 12, 2020



Dear City Councilmen:

Re: Zoning Map Amendment Case 20-14 [map3]

I tried to send via internet but could not get it to go through to you. I understand the rezoning of the Orchard Knob Subdivision is merely a housekeeping issue to align with other zoning designations. However, I would like the City Council in approving this request to consider assuming the maintenance of our streets. Many individuals were unaware the original developer had received a variance for this subdivision which meant the city does not maintain the streets.

Please in considering this rezoning take into consideration that we pay the same taxes for streets that others do, but do not receive the same road maintenance services

Ann W. Dawson

4497 Orchard Knob Lane

NOTICE OF PUBLIC HEARING CITY COUNCIL



ZONING MAP AMENDMENT CASE 20-14 [MAP 3] Orchard Knob Subdivision

A request for rezoning has been filed with the City of High Point Planning and Development Department for the property shown on the attached map. The request is described below:

Proposal:	A request by the High Point City Council to rezone the Orchard Knob Subdivision. From: Conditional Use Residential Multifamily – 5 (CU RM-5) District To: Residential Multifamily – 5 (RM-5) District. The zoning site (Orchard Knob Subdivision) is located along the north side of Skeet Club Road, approximately 1,000 feet west of Johnson Street (<i>See Attached Map</i>). The RM-5 district is established to accommodate a mix of residential development at densities of 5 units an acre, that are served by public water and sewer. Complimentary uses such as open space, schools, utilities, religious institutions and recreational facilities are also allowed. District regulations discourage any use that interferes with the development of residential development or that is detrimental to the residential nature of the district.	
Applicant	City of High Point	Contact Person - Herbert Shannon, Senior Planner (336) 883-3328

You are receiving this notice because public records indicate you own property within 300 feet of this zoning request or you are associated with this zoning application as a representative or property owner. Recipients of this notice may wish to share it with their neighbors whose property is more than 300 feet from the above noted zoning proposal.

The purpose of the public hearing is to allow citizens to comment regarding potential impacts the proposed development would have on their properties or on the area in general, and to identify issues or concerns related to the appropriateness of the request. The public hearing is not the appropriate setting to learn about a zoning 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. If you want more information about this request, you should contact the Planning and Development Department at (336) 883-3328 prior to the public hearing. You may also contact the applicant's contact person listed above.

As part of the City of High Point's COVID-19 mitigation efforts, the City Council will hold a remote public hearing and in-person public attendance will not be allowed at this meeting. Once the City Council is in session, please use the following link to listen to the meeting live. www.HighPointNC.gov/VirtualPublicMeeting

The public can submit comments to the City Council by emailing comments to build@highpointnc.gov and/or publiccomment@highpointnc.gov or by calling 336-883-3522 and leaving a message. Written comments can also be placed in the City of High Point's utility payment drop-boxes located on both sides of the Municipal Building located at 211 S. Hamilton Street in the Green Drive and the Commerce Avenue parking lots. We request that you include the case number at the top of the notice with your comment so it can be applied to the correct case. Public comments are being accepted now and will be until 24 hours after the close of the public hearing.

NOTICE OF PUBLIC HEARING CITY COUNCIL



CITY COUNCIL REMOTE PUBLIC HEARING

PUBLIC HEARING DATE: Monday, August 17, 2020 TIME: 5:30 PM

LOCATION: City Council Chambers, 3rd Floor, Municipal Office Building,
211 South Hamilton Street, High Point, NC 27261

The meeting facilities of the City of High Point are accessible to people with disabilities. If you need special accommodations, please call (336) 883-3328 or 711 for the Telecommunications Relay Service. This printed material will be provided in an alternative format upon request. Notice of this public hearing will also be published in the High Point Enterprise.

Gina Lindsey

From: mscott010@triad.rr.com
Sent: Monday, August 17, 2020 12:47 PM
To: Build HighPoint; Herbert Shannon Jr
Subject: Zoning Map Amendment Case 20-14 [Map 1] Saddle Brook Subdivision

To: High Point City Council Members

From: Saddle Brook Master/Flats HOA

Subject: ZONING MAP AMENDMENT CASE 20-14 [MAP 1] Date: 08/17/2020

The request for rezoning application states that the primary purpose of this rezoning is to remove the conditional use (CU) designation as development conditions from the 2004 zoning approval have been met and the development has been completed. The Saddle Brook Subdivision has been built out but the some of the conditional use requirements were never completed. Two developers, Shugart Enterprises and Tradition Homes, completed the building of the Saddle Brook Subdivision about three years ago. The developers never fully completed all of the conditional use requirements pertaining to perimeter landscaping and fencing. The city issued the certificate of occupancy on the last home built and did not require developers to complete the perimeter landscaping and fencing. Fully completed landscaping and fencing would have added to the livability and beauty of our subdivision. The residents of the Saddle Brook Subdivision were let down by the developers and the City of High Point.

Respectfully,

Michael E. Scott, President

Saddle Brook Master/Flats HOA

CITY OF HIGH POINT

AGENDA ITEM



Title: Change Order for Cedrow Subdivision Contract ENG 2020-001 (Bid 14-042920)

From: Terry Kuneff, Engineering Services

Meeting Date: August 17, 2020

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Vicinity Map and Supporting Documentation

PURPOSE:

City Council is asked to approve a change order for the amount of \$18,556.78 to cover costs for clearing fifteen (15) trees, and for an additional 6" gate valve necessary for the installation and testing of the new waterline.

BACKGROUND:

City Council awarded Contract ENG-2020-001 to Sharpe Brothers, Inc, to construct the Cedrow Subdivision which consisted of nineteen (19) building lots and all the infrastructure to support houses on these lots. A change order to the contract was approved on July 21, 2020 in the amount of \$89,800.55 for additional surveying and unclassified excavation to increase the size of the back yards on several of the lots. It became apparent after the survey that additional clearing of trees was necessary to complete the grading process. The reason that we are asking Council to approve the request for the \$18,556.78 change order is because the total amount of the two change orders combined is greater than the authorized \$90,000.00 limit.

BUDGET IMPACT:

Funds are available in the following accounts.

302536 527101 302134040155 53010

302531 527101 302192026670 53010

RECOMMENDATION / ACTION REQUESTED:

The Engineering Services Department requests Council to approve this change order request to Sharpe Brothers, Inc. for the amount of \$18,556.78.

CITY OF HIGH POINT

CHANGE ORDER/SUPPLEMENTAL AGREEMENT

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



CHG. ORDER/SUP. AGREEMENT NO. 01	CONTRACT NO. ENG 2020-001	BID NO. 14-042920	CONTRACT: Cedrow Subdivision
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TO: Sharpe Brothers, Inc. Greensboro, NC
(CONTRACTOR)

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

Description of Changes (Attach supplemental plans and specifications if necessary)	DECREASE In Contract Price	INCREASE In Contract Price
Extend the above described contract at the current contract unit and lump sum prices and approve the following contract unit prices that not establish in the contract: 1. SURVEY (SLOPE) @ \$1500.00/LUMP SUM(LS) 2. UNCLASSIFIED EXCAVATION (SLOPE) 5,185 CUBIC YARDS (CY) @ \$17.03/ CY		\$1,500.00 \$88,300.55
See Attachment	Net Change In Contract Price: -0-	\$89,800.55
Justification and reason for change: 1. The material will need to be removed to provide the adjacent lots back yards as requested by Community Development.		

Lawson Account Number: 302536 527101 302134040155 53010	\$0.00
Lawson Account Number: 302531 527101 302192023370 53010	\$89,800.55
Previous Contract Total:	\$541,718.04
The contract total including this, and previous Change Orders/Supplement Agreements will be revised to:	\$631,518.59
Revised completion date:	No Change

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

Requested By: Bennet Deal
(Construction Contracts Administrator)

Recommended: Tony A. K...
(Engineering Services Director)

Accepted: Charles Clayton
(Sharpe Brothers, Inc.)

Approved: Randy E. McCaslin
(City of High Point)
Digitally signed by Randy E. McCaslin
Date: 2020.07.21 13:48:04 -04'00'

Approved: Bobby Fitzjohn
(Finance Department)
Digitally signed by Bobby Fitzjohn
Date: 2020.07.21 09:10:05 -04'00'



7/15/2020
(Date)

7-15-2020
(Date)

7-14-20
(Date)

7/21/2020
(Date)

7-21-20
(Date)

CITY OF HIGH POINT

CHANGE ORDER/SUPPLEMENTAL AGREEMENT

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



CHG. ORDER/SUP. AGREEMENT NO. 02-REVISED	CONTRACT NO. ENG 2020-001	BID NO. 14-042920	CONTRACT: Cedrow Subdivision
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TO: Sharpe Brothers, Inc. Greensboro, NC
(CONTRACTOR)

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

Description of Changes (Attach supplemental plans and specifications if necessary)	DECREASE In Contract Price	INCREASE In Contract Price
Extend the above described contract, approve changes for additional work not listed in the original contract and establish the following unit and lump sum price(s):		
1. TREE REMOVAL 1 LUMP SUM (LS) @ \$9,928.28/LS		\$ 9,928.28
2. DUMP PRICE FOR TREE REMOVAL 150 TONS (TN) @ \$44.19/TN		\$ 6,628.50
3. 6" GATE VALVE AND BOX 1 EACH(EA) @ \$2,000.00/EA		\$ 2,000.00
See Attachment		
Net Change In Contract Price:	-0	\$18,556.78
Justification and reason for change: After surveyor stakeout, it was discovered that a substantial number of trees will have to be removed to grade the slope in the back yards. Provide and install 6" Gate Valve and Box to isolate the proposed water main for chlorination and testing.		

Lawson Account Number: 302536 527101 302134040155 53010 \$0.00

Lawson Account Number: 302531 527101 302192026670 53010 \$18,556.78

Previous Contract Total: \$631,518.59

The contract total including this, and previous Change Orders/Supplement Agreements will be revised to: \$650,075.37

Revised completion date: No Change

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

Requested By: _____
(Construction Contracts Administrator) (Date)

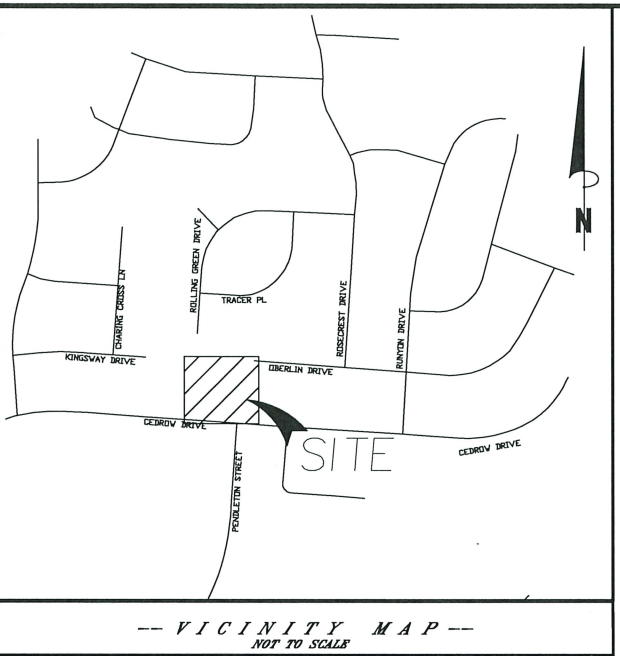
Recommended: _____
(Engineering Services Director) (Date)

Accepted: _____
(Sharpe Brothers, Inc.) (Date)

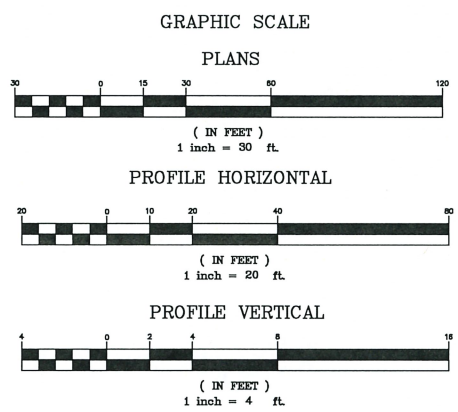
Approved: _____
(City of High Point) (Date)

Approved: _____
(Finance Department) (Date)

CITY OF HIGH POINT PROJECT P00446



ACREAGE OF PROJECT
4.63 ACRES TOTAL

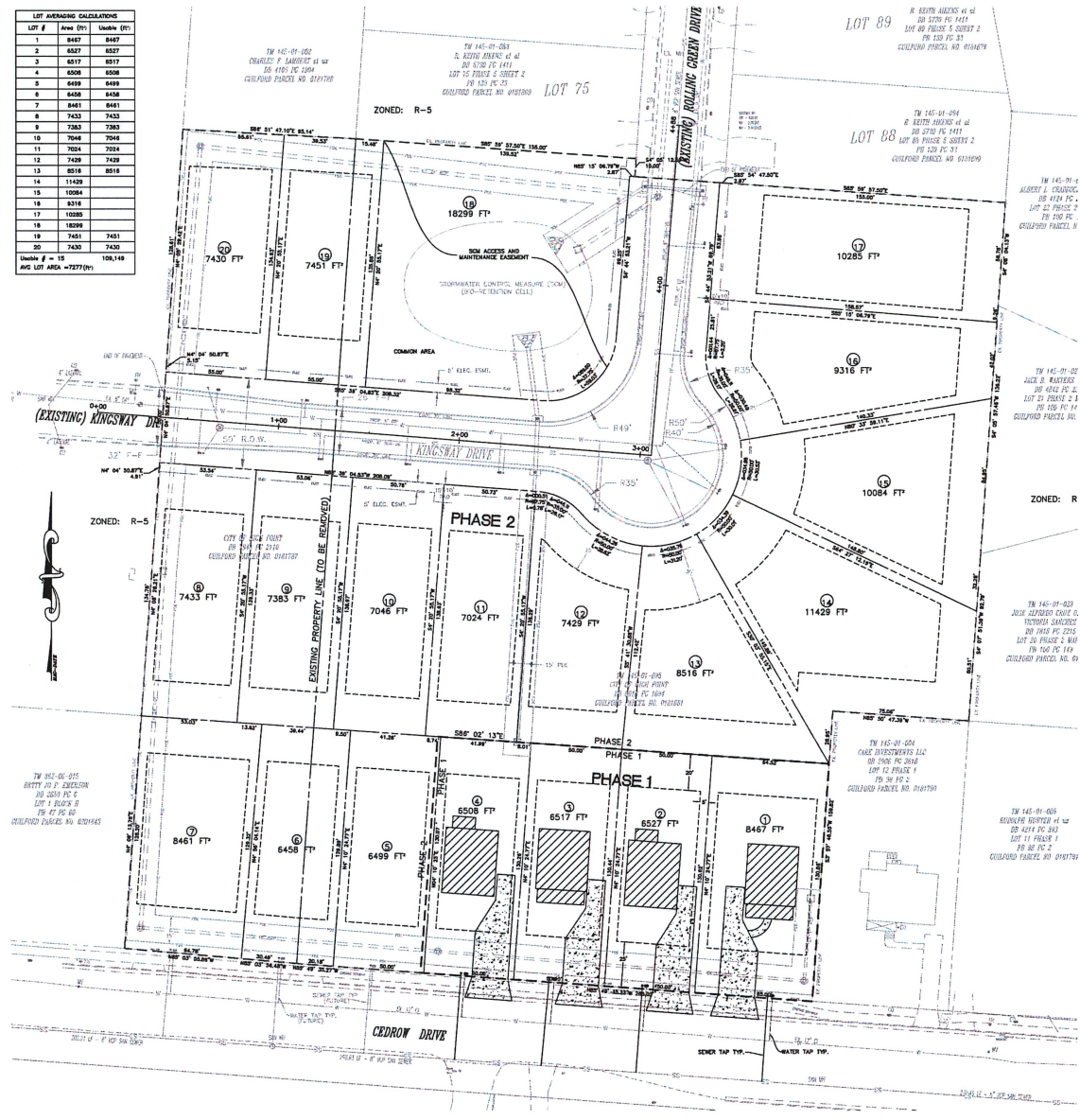


PLANS PREPARED BY:
CITY OF HIGH POINT
ENGINEERING SERVICES DEPARTMENT
HIGH POINT, N.C. 27261

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
COVER SHEET	TITLE SHEET
2	STREET PLAN AND PROFILE SHEET
3	WATERSHED, GRADING AND STORM DRAINAGE PLANS
4	BIO-RETENTION CELL PLAN
5	STORM DRAINAGE PROFILES - TYPICAL SECTION
EC-1	EROSION CONTROL PLAN
EC-2	EROSION CONTROL NOTES AND DETAILS
EC-3	EROSION CONTROL NOTES AND DETAILS
EC-4	EROSION CONTROL NOTES AND DETAILS
EC-5	NG001 SHEET - GROUND STABILIZATION
EC-6	NG001 SHEET - SELF INSPECTION - REPORTING

CITY OF HIGH POINT ENGINEERING SERVICES DEPARTMENT STREET AND UTILITY PLANS AND PROFILES FOR CEDAROW SUBDIVISION

LOCATED BETWEEN US HWY 311 AND PENDLETON AVE
TYPE OF WORK: - ROADWAY, SANITARY SEWER, WATER LINES, STORM DRAINAGE, WATER AND SEWER SERVICES,
EROSION CONTROL, FINE GRADING, SEEDING AND BIO-RETENTION CELL



LEGEND		
EXISTING	PROPOSED	
		FIRE HYDRANT
		WATER VALVE
		WATER METER
		SEWER CLEANOUT
		EXISTING IRON PIPE
		PERMANENT DRAINAGE EASEMENT
		WATERLINE WITH VALVE MH
		SANITARY SEWER WITH MH
		PROPOSED DITCH
		EXISTING DITCH
		PROPERTY LINE
		TEMPORARY EASEMENT
		CUT - FILL LINE
		RIGHT OF WAY
		TYPE "B" CATCH BASIN
		GRATED INLET
		YARD INLET
		TYPE "A" CATCH BASIN
		DRAINAGE MANHOLE
		GAS VALVE
		CURB & GUTTER
		FENCE
		WOODS LINE
		POWER POLE
		TELEPHONE POLE WITH GUY
		EDGE PAVEMENT
		CENTERLINE
		ROW PARCEL NUMBER
		CABLE TV PEDESTAL
		TELEPHONE PEDSETAL
		DRAINAGE STRUCTURE NUMBER
		EXISTING WELL
		PROP. WHEEL CHAIR RAMP
		EXISTING TREE
		REMOVE EXISTING TREE
		EXISTING SIGN

Contact Scott Foster for
electrical services and
design at 336-971-6761.

PROJECT DEVELOPER:
CITY OF HIGH POINT
COMMUNITY DEVELOPMENT DEPARTMENT

CONTRACT NO. ENG-2020-001
APPROVAL DATE _____
STANDARD SPECIFICATIONS:
NORTH CAROLINA DEPT. OF TRANSPORTATION, JULY 2018
STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES
CITY OF HIGH POINT, STANDARD SPECIFICATIONS AND DETAILS
FOR ROADS, STRUCTURES AND UTILITIES, (LATEST EDITION)

CITY OF HIGH POINT
PROJECT DESIGN ENGINEER

SIGNATURE: DATE: 02-05-2020

CONTACT CITY ENGINEER
(336) 883-3194

CALL 48 HOURS BEFORE YOU DIG
1-800-632-4949
(OFFICE HOURS 7 A.M. TO 7 P.M., EXCLUDING WEEKENDS AND HOLIDAYS)

**HIGH POINT CITY COUNCIL
SPECIAL MEETING
AUGUST 3, 2020 – 3:00 P.M.
COUNCIL CHAMBERS**

MINUTES

As part of the City of High Point's COVID-19 mitigation efforts, in-person attendance will not be allowed at this meeting. Instead, the city will be live streaming the meeting.

Please click on the following link to listen to the meeting live once the City Council is in session.

www.HighPointNC.gov/VirtualPublicMeeting

CALL TO ORDER, VIRTUAL ROLL CALL

Mayor Wagner called the virtual meeting to order at 3:00 p.m.

Following a virtual roll call by the Mayor, the following council members were present (9):

Mayor Jay W. Wagner (physically present)
Mayor Pro Tem Christopher Williams- Ward 2 (physically present)
Council Member Tyrone Johnson- At Large (physically present)
Council Member Britt Moore- At Large (physically present)
Council Member Cyril Jefferson- Ward 1 (physically present)
Council Member Monica Peters- Ward 3 (physically present)
Council Member Wesley Hudson- Ward 4 (physically present)
Council Member Victor Jones- Ward 5 (remote participation)
Council Member Michael Holmes- Ward 6 (remote participation) [joined the meeting remotely after vote was taken to go into Closed Session]

Staff Present:

Randy McCaslin, Interim City Manager; Eric Olmedo, Assistant City Manager; Greg Ferguson, Assistant City Manager; JoAnne Carlyle, City Attorney; Meghan Maguire, Assistant City Attorney; Terry Houk, Public Services Director; Robby Stone, Assistant Public Services Director; Mary Brooks, Deputy City Clerk; and Lisa Vierling, City Clerk

Others Present:

Bruce Ashley, Outside Legal Counsel, Fox Rothschild (physically present)
Nick Tosco, Outside Legal Counsel, Poyner Spruill LLC (remote participation)
David Hyder, Stantec (physically present)
Katie Morrissey, Stantec (remote participation)

PRESENTATION OF ITEMS**2020-292 Closed Session (Attorney-Client Privilege and Personnel)**

Council is requested to go into Closed Session pursuant to N.C. General Statute 143-318.11(a)(3) to preserve the attorney-client privilege and pursuant to N.C. General Statute 143-318.11(a)(6) for personnel.

Upon motion duly made by Council Member Moore and second by Council Member Johnson Council entered Closed Session pursuant to N.C. General Statute 143-318.11(a)(3) to preserve the attorney-client privilege and N.C. General Statute 143-318.11(a)(6) for personnel. Following a roll call vote by the Mayor, the motion carried by the following unanimous 8-0 vote.

Aye (8): Mayor Wagner; Mayor Pro Tem Williams; Council Member Moore; Council Member Johnson; Council Member Jefferson; Council member Peters; Council Member Hudson; and Council Member Jones

Absent (1): Council Member Holmes

Council reconvened into Open Session at 4:10 p.m. with an announcement by Mayor Wagner that there would be no action taken as a result of the Closed Sessions.

2020-290 Presentation- System Development Fees

David Hyder, a consultant with Stantec, will provide a presentation on System Development Fees.

Terry Houk, Director of Public Services, introduced and recognized members of his team that worked on the System Development Fees: Derrick Boone, Glenda Barnes, and Tom Beckett. He also introduced David Hyder with Stantec who will be presenting the presentation, and Katie Morrissey with Stantec, who would be participating remotely.

Mr. Houk explained a system development fee is a one-time charge paid by a new customer to recover a portion of all costs for construction of water/sewer. These fees serve as a mechanism in which a property owner can pay the fee, which minimizes the intent in which existing customers must bear the cost of facilities that will be used to serve new customers. He reported that the city does not currently have system development fees but does have what is termed as acreage and frontage fees. He further elaborated that acreage fees are roughly \$350 an acre for water and \$350 an acre for sewer. Frontage fees run from \$15 for water and \$20 for sewer for lines that front property that has access to water/sewer.

Mr. Houk advised that the legal requirements of system development and implementation of system development fees vary significantly from state to state and noted the State of North Carolina passed the System Development Fee Act in 2017 which outlines specific requirements that have to be followed in implementing those fees. It grants local government entities that own and operate water and sewer systems, the authority to assess

system development fees for provision of utility service for new developments. He explained that a new development is a subdivision of land, construction, or changing an existing structure increasing the service needs. Or, any use of land which increases service needs within one year and no longer than twelve months of the adoption/approval of the development fee.

Mr. Houk turned the floor over to David Hyder, Consultant with Stantec, to provide an overview of the presentation on the system development fees.

Mr. Hyder, spoke to how Stantec is a global engineering firm that does water and sewer rate studies around the country and to the fact that he, personally, has done about 24 system development fee studies in North Carolina because of the new legislation.

He shared that in terms of the city's current approach, the city does not currently have system development fees, but does have an acreage charge and a front foot charge for when a customer joins a system. He reiterated that the acreage charge is assessed at \$350 for water and \$350 for sewer; the frontage charge is based upon the length of the line in front of the property: \$15 per linear foot for water and \$20 per linear foot for sewer.

Mr. Hyder spoke to how this is a unique approach and how there are communities in North Carolina that do front foot charges or acreage charges because the current approach does not differentiate based upon demands of the system. He explained that system development fees are charges for a customer to join a water/sewer system, and the intent is for the new customers to pay for growth. He further elaborated that the fees are supposed to be based on units of service and pointed out the fees are legislated in North Carolina (HB 436) and since they are legislated, specific rules on how to calculate the fees is spelled out which requires one of three methodologies; documentation of the study; identification of any assumptions; and this must be done on a per unit of service that reflects the demand placed on the system; and must also include a credit calculation.

The three methodologies that could be used are:

1. Buy-In Method: this approach is basically setting a fee based on the historic investment in the system. Revenues can be used for any capital-related costs (rehab and/or expansion). This is typically for a system that has a lot of capacity to sell.
2. Incremental Cost Method: If there is no capacity to sell and the entity is building a new capacity, the fees would be solely based on a capital improvement plan. Under this approach, the revenues can only be used for growth-related projects.
3. Combined Method (being recommended by the consultant): Historic investments are considered in the system, but some expansion in the capital improvement plan is considered. This is a way of coming up with a cost based on the backward and forward looking aspects. Under this approach, only the revenues for expansion-related projects can be used and these are typically used for a community that has the capacity to sell and significant growth-related capital projects.

Mr. Hyder proceeded to review how the system development fee calculation works and stressed that the system development fee is actually the value of the system, credit divided by the system capacity. He mentioned one of the things that came out of the legislation was that the development community wanted to have their input and their main input was there

needed to be some credit against the system value. He pointed out how new connections would pay for debt service once they joint the system through the user rates, removing outstanding principal from the fee calculation to ensure no double cost recovery. He advised that both of these approaches conform with the American Water Works Association M1 Manual.

He explained how the water and sewer system development fees were calculated.

The water system calculation was based on the following:

- *Value of utility system: \$169,152,954*
- *Credit: \$38,376,330*
- *System capacity: 28.56 million gallons per day*
- *Equals \$838 per Equivalent Residential Unit (ERU) 183 gallons per day calculated based on a 5-year average residential usage.*

The sewer system development fee calculation was based on the following:

- *Value of utility system: \$382,930,997*
- *Credit: \$95,871,306*
- *System capacity: 36.00 MGD*
- *Equals \$2,153 per ERU (one ERU equals 270 GPD- 90 GPD per bedroom for a 3-bedroom house).*

Council Member Jefferson asked about the Capital Improvement Project (CIP) and if it has to be a project already underway, already planned, or close to being completed. Mr. Hyder replied that it is supposed to be a published CIP, but added that when the legislation first came out they said it was 20 years, but they brought it back to ten years, so, it is supposed to be something in the next 10-15 years.

Mr. Hyder spoke to the most common approach in the scaling of system development fees is the meter size because the size of the water meter essentially dictates the hydraulic capacity that can be put on a system. He advised that the American Waterworks Association publishes these equivalents which is the hydraulic capacity and explained that a six-inch meter has the potential to use 45 times the one-inch meter. He spoke to how a bigger meter, the demand placed on a system, and the scale being based on the potential capacity. He noted that a typical single-family with a 5/8-inch or 3/4-inch meter would be about \$2,991 versus a large six-inch customer which would be \$134,595.

He then shared some benchmarking results on how the City of High Point compares in terms of a single-family home with a 3/4-inch meter for water/sewer use and the proposed calculated system development fee. He noted that High Point is at the lower end of the scale between Greensboro and Winston Salem in terms of a combined fee of about \$3,000.

Mayor Wagner asked if the system development fees would be replacing the system currently being used by the city. Interim City Manager Randy McCaslin replied that is correct, and added that the system development fee is defensible under state statute while the method that the city is currently using is questionable. Council Member Peters asked if the newly proposed system development fees would in any way open up a doorway to limit the amount

of people that can live in a single-family home. Mr. McCaslin explained this was not the case.

Mr. Hyder shared some additional information containing a more detailed analysis on benchmarking with other entities for water and sewer based on specific meter size (Greensboro, Burlington, Winston Salem, Durham, Raleigh, Charlotte, Holly Springs, Orange County Water and Sewer Authority, Lexington, Cape Fear Public Utility Authority, Asheville, and Jacksonville) and he noted that High Point falls mid-range in terms of comparisons.

The consultant also calculated front foot charges that would be collected in rare instances where the city would actually extend existing lines to serve new connections; the front foot charge would be in addition to the system development fee using a similar methodology as calculating system development fees.

Mr. Hyder shared that the water front foot charge calculation would be based on the following:

- Value of distribution system: \$26,902,698
- Credit: \$10,637,538
- Distribution system: 2.27 million linear feet (LF) of pipe (the total distribution LF, net of donations, with a 25% growth factor, assuming that the total LF distribution pipe will increase by approximately 25% over time).
- Equals about \$7 per LF.

The sewer front foot charge calculation would be based on the following:

- Value of collection system: \$49,208,851
- Credit: \$16,959,044
- Collection system: 3.21 million LF of collection pipe (the total collection LF, net of donations, with a 25% growth factor, assuming that the total LF of collection pipe will increase by approximately 25% over time).
- Equals about \$10 per LF

Some examples provided for single-family customer impacts using the current approach and the proposed approach calculated on 128 LF, 0.44 acres, and a 5/8-inch meter:

Water (new connection)

Current: \$3,889

Proposed: \$2,653

Sewer (new connection)

Current: \$8,683

Proposed: \$6,886

This reflects a -20.7% change and would vary development by development

Water (line extension)

Current: \$3,889

Proposed: \$3,549

Sewer (line extension)

Current: \$4,794

Proposed: \$5,513

This reflects a 4.4% change and would vary development by development.

A subdivision comparison of customer impacts using the current and proposed approach calculated on 1,500 LF of pipe, 30 acres, and a 5/8-inch or 3/4-inch meter would be:

Water

Current: \$53,500

Proposed: \$104,300

Sewer

Current: \$94,000

Proposed: \$215,300

This reflects a 240% change.

Mr. Hyder pointed out the proposed SDF is very much in line with what Greensboro and Winston Salem charges.

Impacts to commercial customers based on 325 LF of frontage, 5 acres, and a 2-inch meter would be:

Water

Current: \$7,215

Proposed: \$5,059

Sewer

Current: \$8,250

Proposed \$11,483

This reflects a slight increase for water and sewer of about 7.0%.

Stantec's recommendations:

- ✓ *Move forward with the combined method;*
- ✓ *Publish a written report on city's website for the 45-day required public comment period;*
- ✓ *Hold the required public hearing at the conclusion of the required public comment period to adopt the fees.*

Following the presentation, Mr. Hyder entertained questions.

Mayor Wagner asked if the calculations provided were revenue neutral based on current collection and Mr. Hyder replied that it would vary depending on the type of development patterns.

Council Member Hudson commented that 125 linear feet of frontage is a lot of road frontage.

Mayor Wagner asked if staff was ready to put this out for public comment, or did they prefer to vet it through a committee first.

Interim City Manager Randy McCaslin advised that it would be entirely up to the City Council. He reiterated it is very defensible and noted Council could delay the implementation date but thought it would be good to move forward with the 45-day public comment period and hold the public hearing. He likened these fees to a change in philosophy and noted the big question is who would pay for the system--the new users or current users. He explained the hope is that eventually the rates for the current users would not increase as much over a period of time, while the new users of the system would be paying more.

Council Member Jefferson asked if this philosophy would extend to both residential and commercial users and Mr. McCaslin replied in the affirmative.

Council Member Hudson inquired about budgetary effect. Mr. McCaslin explained that it would not initially and recommended moving forward with the next steps in the process, putting some kind of delay implementation date on it to give people time to adjust to the proposed changes.

A motion was made by Mayor Pro Tem Williams, seconded by Council Member Jefferson, to move forward and put the system development fee proposal out for the required 45-day public comment period. Following a roll call vote by the Mayor, the motion carried by the following unanimous 9-0 vote.

Aye (9): Mayor Wagner; Mayor Pro Tem Williams; Council Member Moore; Council Member Johnson; Council Member Jefferson; Council member Peters; Council Member Hudson; Council Member Jones; and Council Member Holmes

2020-291 Presentation- MWDBE Program & Policies

Staff will provide a presentation on the city's MWDBE (Minority Women Disadvantaged Business Enterprise) Program

Eric Olmedo, Assistant City Manager, provided an overview of the city's MWDBE (Minority women Disadvantaged Business Enterprise) Program. In accordance with the general statutes, the city has put these guidelines in place to establish goals for minority participation for single-prime bidding, separate prime bidding, construction manager at risk, and alternative contracting methods for amounts \$500,000 or more; this is applicable to the selection process for architectural, engineering, surveying, and construction manager at risk services. The City of High Point's goal is 10%.

Mr. Olmedo advised that the city does the following:

- ✓ *The MWDBE Plan is included with each bid packet*
- ✓ *It is reviewed with potential contractors at pre-bid meetings*
- ✓ *Invites MWDBE vendors to pre-bid meetings to facilitate proposing contractor responses*
- ✓ *Requires the contractors to submit written reports for their participation within 72 hours of bid openings*
- ✓ *Bid opportunities are posted on the city's website, along with a link to the NC HUB Office (Historically Underutilized Businesses) where additional assistance is available*
- ✓ *On-line vendor registration is accessible on the city's website*
- ✓ *Purchasing Division staff provides assistance to those vendors not having internet access*
- ✓ *The guidelines and outreach plan are posted and available on the city's website*

Mr. Olmedo noted the city only tracks MWDBE participation on construction projects per statutory requirements and it does not include commodity or other purchases. Tracking was implemented in 2005 and through July 20, 2020, the city has formally bid just over \$284,000,000 in projects with participation of about \$25,000,000 or 8.7%. He then shared some statistics of participation rates over the past five years.

Year	Project Amount	Participation Rate
2015	\$3.1 million	7%
2016	\$22.3 million	8%
2017	\$13.2 million	7.06%
2018	\$22.7 million	5.77%
2019	\$7.8 million	4.56%
2020 (Jan. to July)	\$9.2 million	13.07%

Mr. Olmedo pointed out there were a couple of big projects not included on these reports (i.e. stadium and the new police headquarters). Samet was the contractor and has just provided the numbers as follows:

Stadium: \$38 million; MWDBE participation rate 19%

Police headquarters: \$19.3 million project; participation rate is currently at 16%, but subject to change because the project is ongoing.

In conclusion, Mr. Olmedo stated that the Purchasing Division understands the profound effect this has on the community and realizes the need to do a better job of making vendors aware of this program in an effort to get more minority and women and disadvantaged business participation.

Council Member Holmes asked about percentages for specific groups and staff noted this information is identified in the chart and that the definitions are spelled out in the policy that matches the statute.

Council Member Jefferson asked if staff has done any comparisons that would help in assessing other cities comparable in size in our state. Mr. Olmedo replied that the city has not done an in-depth analysis comparison with other cities in the state. Erik Conti, (participating remotely), confirmed that no comparisons have been done because of time restrictions and only having four people in the Purchasing Division, but pointed out the information is a matter of public record and obtainable. Mayor Wagner suggested the information may be available through the NC HUB Office. Mr. Olmedo stated that staff can prepare a report with this information for a future meeting.

Council Member Jefferson inquired about comments/feedback/complaints from the community and if there are some that feel the city needs to be doing more. He asked Mr. Conti if his department does anything to solicit feedback. Mr. Conti reiterated that staff does assist anyone who visits the office with the registration process, educating them on how the bids are processed, and how the information is posted and available on the city's website. He spoke to how this information is communicated to the contractors at every pre-bid meeting; how the contractors are aware of the city's 10% goal; and much of this responsibility falls on the contractors; and the requirement for them to provide all the statutory paperwork through their efforts in bringing in the various vendors/contractors.

Council Member Holmes shared that some contractors have inferred there is a possibility of some double-dipping by some of the larger firms and asked if a vetting process is in place to distinguish whether or not these types of things are happening and creating an advantage for larger firms. Mr. Conti advised that none of these concerns have been brought to his attention and noted a lot of the recent published articles concern High Point projects that are actually going through the Guilford County office.

Mr. Conti shared that his office was on the verge of starting some community outreach activities before COVID started and the restrictions that were imposed put their efforts on hold. Council Member Holmes felt this would go a long way to quell some of the community's fears and would be well received by the public.

Council Member Jefferson thanked staff for the update but felt there is still a lot of work to be done that would require more deliberation whether it is assigned to a specific group, a committee, or a task force. He stated he understands that staff may be at capacity with only a four-member staff but suggested that the community feels that the city does not have the results reflective of what an international city should have.

Council Member Jefferson suggested this be put in a committee for further deliberation in order to come up with an actionable improvement plan going forward. Discussion followed as to which committee it should be appropriately assigned to. Mr. Conti agreed that a more in-depth comparison is needed and mentioned that the City of Greensboro has a staff of 5-7 coordinators in their MWDBE Department that carries out this function. He noted it would entail quite a bit of work and the newly created DEI position that was approved in the budget would be a good start. Council Member Jefferson expressed appreciation for the comment

because of all the discussions while Council was contemplating creation of the position and the funding for it.

A motion was made by Council Member Jefferson, seconded by Council Member Johnson, to assign this matter to the Community Development Committee for further deliberation in order to come up with an actionable improvement plan moving forward. Following a roll call vote by the Mayor, the motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner; Mayor Pro Tem Williams; Council Member Moore; Council Member Johnson; Council Member Jefferson; Council member Peters; Council Member Hudson; Council Member Jones; and Council Member Holmes

ADJOURNMENT

The Special Meeting was adjourned at 5:37 p.m. upon motion duly made and seconded. The Mayor called for a five-minute recess prior to the commencement of the regular meeting that was scheduled for 5:30 p.m.

Respectfully submitted,

Jay W. Wagner, Mayor

Attest:

Lisa B. Vierling, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Excavator

From: Gary Smith, Fleet Director

Public Hearing: N/A

Attachments:

Meeting Date: August 17, 2020

Advertising Date / N/A

Advertised By: N/A

PURPOSE:

The Landfill Division of Public Services has a 2006 Caterpillar 325DL excavator in need of replacement based on hours and overall condition. Using the Sourcewell # 032515-JDC contract a John Deere 300G Excavator is being recommended for council approval.

BACKGROUND:

The Landfill Division has a 2006 Caterpillar 325DL excavator in need of replacement based on 12,000+hours and overall condition. The maintenance costs have increased over the past year and it is reaching the end of the useful life. James River Equipment has a John Deere 300G Excavator that has been researched by the landfill staff and they believe it will meet their needs. The price of \$255,124 is for the excavator, extended warranty, manuals, operator training, and delivery. Delivery is estimated at 120-150 days.

BUDGET IMPACT:

Funds are available in the 2020-21 budget.

RECOMMENDATION / ACTION REQUESTED:

The Fleet Services Department recommends purchasing one John Deere 300G excavator from James River Equipment. Recommendation also includes declaring the old excavator as surplus and disposing through the online auction process.



Quote Id: 22278111

Prepared For:
CITY OF HIGH POINT



Prepared By: **NICHOLAS WOOD**

James River Equipment
411 S Regional Road
Greensboro, NC 27409

Tel: 336-668-2762

Fax: 336-668-3714

Email: nick.wood@jamesriverequipment.com

Date: 02 July 2020

Offer Expires: 02 August 2020

Confidential

Quote Summary**Prepared For:**

CITY OF HIGH POINT
3524 Triangle Lake Rd
High Point, NC 27260
Business: 336-883-3219
dancassidy123@yahoo.com

Prepared By:

NICHOLAS WOOD
James River Equipment
411 S Regional Road
Greensboro, NC 27409
Phone: 336-668-2762
nick.wood@jamesriverequipment.com

Quote Id: 22278111
Created On: 02 July 2020
Last Modified On: 02 July 2020
Expiration Date: 02 August 2020

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 300G LC FT4 EXCAVATOR - Price Based on Sourcewell Contract 032515-JDC Extended Warranty Extended Warranty, 300GLC FT4, Power Train And Hydraulics, 7500 Total Hours or 60 Total Months, \$0 Deductible	\$ 246,812.00 X	1 =	\$ 246,812.00
	\$ 8,312.00 X	1 =	\$ 8,312.00
Sub Total			\$ 255,124.00
Equipment Total			\$ 255,124.00

Quote Summary

Equipment Total	\$ 255,124.00
SubTotal	\$ 255,124.00
Est. Service Agreement Tax	\$ 581.84
Total	\$ 255,705.84
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 255,705.84

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 22278111

Customer: CITY OF HIGH POINT

JOHN DEERE 300G LC FT4 EXCAVATOR - Price Based on Sourcewell Contract 032515-JDC

Hours:

Stock Number:

				Selling Price
				\$ 246,812.00
Code	Description	Qty	Unit	Extended
0A20FF	300G LC FT4 EXCAVATOR	1	\$ 278,442.00	\$ 278,442.00
Standard Options - Per Unit				
170C	JDLINK Ultimate - 5 Year Subscription	1	\$ 0.00	\$ 0.00
1095	Engine Stage IV Emissions	1	\$ 31,680.00	\$ 31,680.00
1600	English Customer Delivery Packet	1	\$ 0.00	\$ 0.00
3350	Triple Semi-Grouser Shoes	1	\$ 0.00	\$ 0.00
4125	Seat, Standard Mechanical	1	\$ 0.00	\$ 0.00
6835	One Piece Boom with Arm Cylinder and Plumbing	1	\$ 29,064.00	\$ 29,064.00
7180	Arm with Bucket Cylinder and Linkage	1	\$ 18,839.00	\$ 18,839.00
7401	Less Auxiliary Hydraulics	1	\$ 0.00	\$ 0.00
7901	Less Grade Reference Ready Mounts	1	\$ 0.00	\$ 0.00
8350	54 in High Capacity Heavy-Duty Bucket	1	\$ 13,190.00	\$ 13,190.00
9070	Engine Air Centrifugal Pre-Cleaner	1	\$ 631.00	\$ 631.00
9115	Automatic Reversing Cooling Fan	1	\$ 1,726.00	\$ 1,726.00
9150	Light Package	1	\$ 2,258.00	\$ 2,258.00
Standard Options Total				\$ 97,388.00
Technology Options				
Deduct	Deduct 35% Based on Sourcewell Contract #032119-JDC	1	\$ -131,540.00	\$ -131,540.00
Technology Options Total				\$ -131,540.00
Dealer Attachments				
AT342513	Side-Cutter Kit, 4 inch	1	\$ 641.00	\$ 641.00
Dealer Attachments Total				\$ 641.00
Value Added Services				
	Extended Warranty	1	\$ 8,312.00	\$ 8,312.00
Value Added Services Total				\$ 8,312.00
Other Charges				
	Freight	1	\$ 1,881.00	\$ 1,881.00
Other Charges Total				\$ 1,881.00
Suggested Price				\$ 255,124.00
Customer Discounts				
Customer Discounts Total			\$ 0.00	\$ 0.00
Total Selling Price				\$ 255,124.00

Extended Warranty Proposal

PowerGard™ Protection Plan

Deere Crawler

Date : July 2, 2020

Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Plan Type:	Extended Warranty	Deductible:	\$ 0
Equipment Type	Deere Crawler	Coverage:	Power Train And Hydraulics	Quoted Price	\$ 8,312.00
Model	300GLC FT4	Total Months:	60		
Country	US	Total Hours:	7500	Date Quoted	July 2, 2020
MFWD/Tracks	N				

Scraper Use

Extended Warranty is available only through authorized John Deere Dealers for John Deere Products, and may be purchased at any time before the product's Standard Warranty, or Extended Warranty expires.

Extended Warranty Proposal Prepared for:

I have been offered this extended warranty and

Customer Name - Please Print

☒ I ACCEPT the Extended Warranty

☐ I DECLINE the Extended Warranty

Customer Signature

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is **not** a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

What Extended Warranty is :

The Extended Warranty Program is for the reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Construction and Forestry equipment, who purchase the Extended Warranty Plans for the desired coverage as indicated in this proposal.

What Extended Warranty is not :

Extended Warranty is not insurance. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income during or after an equipment failure. See the actual product-specific Extended Warranty agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

- Extended Warranty includes the following features and benefits under the program :
- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.

**HIGH POINT CITY COUNCIL
RECESSED MEETING (Virtual)
AUGUST 5, 2020 – 5:30 p.m.
COUNCIL CHAMBERS**

MINUTES

Note: In order to maintain the health, safety, and well-being of our residents, staff, and the City Council, this meeting will be conducted electronically. As part of the City of High Point's COVID-19 mitigation efforts, in-person public attendance is not permitted at this time. Instead, the city will live-stream the meeting and the public will be provided a link to listen to the meeting as it is being live-streamed. www.HighPointNC.gov/VirtualPublicMeeting

VIRTUAL ROLL CALL, CALL TO ORDER

Mayor Wagner called the meeting to order at 5:31 p.m.

Following a virtual roll call vote by the Mayor for attendance, the following council members were present:

Mayor Jay W. Wagner (physically present)
Council Member Tyrone Johnson- At Large (physically present)
Council Member Britt Moore (remote participation)
Council Member Cyril Jefferson- Ward 1 (physically present) [arrived at 5:35 p.m.]
Council Member Monica Peters- Ward 3 (remote participation)
Council Member Wesley Hudson- Ward 4 (remote participation) [joined the meeting at 5:37 p.m.]
Council Member Victor Jones- Ward 5 (remote participation)
Council Member Michael Holmes- Ward 6 (physically present)

Mayor Pro Tem Christopher Williams (Ward 2) (Absent)

The following staff members were physically present:

Randy McCaslin, Interim City Manager; Eric Olmedo, Assistant City Manager; Greg Ferguson, Assistant City Manager; Michael McNair, Director of Community Development & Housing; Herb Shannon, Planning & Development; Chris Andrews, Planning & Development Department; Mary S. Brooks, Deputy City Clerk; and Lisa Vierling, City Clerk

The following staff members participated remotely:

City Attorney JoAnne Carlyle; Lee Burnette, Director of Planning & Development

Presentation of Items

Planning & Development- Chaired by Mayor Wagner

2020-282 Miraje Properties LLC - Annexation 20-01

A request by Miraje Properties LLC for a voluntary contiguous annexation of an approximate 4.9-acre parcel located along the south side of Boulder Road, approximately 430 feet east of Tarrant Road. The site is addressed as 1091 Boulder Road and is also known as Guilford County Tax Parcel 154708.

The joint public hearing for this matter and the accompanying request, Zoning Map Amendment 20-06 was held as duly advertised on Monday, August 3, 2020 at 5:30 p.m. At that time, the City Clerk reported that there were no comments received relative to this matter.

Due to recently adopted legislation regarding remote meetings, the public hearing remained open to allow for the required 24-hour period to receive any additional comments prior to any action being taken by the City Council on the matter. Mayor Wagner asked the Clerk if any additional comments were received. The City Clerk reported no comments were received regarding Annexation 20-01. The public hearing was closed.

Adopted an Ordinance providing for the annexation of this property, an approximate 4.9-acre parcel located along the south side of Boulder Road, approximately 430 feet east of Tarrant Road, more specifically located at 1091 Boulder Road.

A motion was made by Mayor Wagner, seconded by Council Member Holmes, that Annexation 20-01 be approved. Following a roll call vote by the Mayor, the motion carried by the following 6-0 unanimous vote:

Aye (6): Mayor Wagner, Council Member Moore, Council Member Johnson, Council Member Peters, Council Member Jones, and Council Member Holmes

Absent (3): Mayor Pro Tem Williams, Council Member Jefferson, and Council Member Hudson

**Ordinance No. 7618/20-34
Ordinance Book Volume XXI, Page 33**

2020-283 Miraje Properties - Zoning Map Amendment 20-06

A request by Miraje Properties to rezone an approximate 4.9-acre parcel from the Light Industrial (LI) District, within Guilford County's zoning jurisdiction, to the Light Industrial (LI) District. The site is located along the south side of Boulder Road, approximately 430 feet east of Tarrant Road (1091 Boulder Road). Approval of this rezoning request is contingent upon City Council approval of a voluntary annexation request.

*The joint public hearing for this matter and accompanying **2020-282 Annexation Miraje Properties LLC- Annexation 20-01** was held as duly advertised on Monday, August 3, 2020 at 5:30 p.m. At that time, the City Clerk reported that there were no comments received relative to this matter.*

Due to recently adopted legislation regarding remote meetings, the public hearing remained open to allow for the required 24-hour period to receive any additional comments prior to any action being taken by the City Council this matter. Mayor Wagner asked the Clerk if any additional comments were received. The City Clerk reported there were no additional comments received. The public hearing was closed.

Adopted an Ordinance approving Zoning Map Amendment 20-06 to rezone an approximate 4.9-acre parcel located along the south side of Boulder road, approximately 430 feet east of Tarrant Road (1091 Boulder Road) from the Light Industrial (LI) District within Guilford County's zoning jurisdiction, to the Light Industrial (LI) District based on the following consistency and reasonableness statements as outlined in the staff report.

Consistency and Reasonableness Statements

That Zoning Map Amendment 20-06 is consistent with the City's adopted policy guidance because the site is designated Restricted Industrial by the Land Use Plan, and the LI District does not conflict with any adopted policy guidance for this area. Furthermore, the LI District will permit the current industrial use on the property and is compatible with previous zoning approvals granted in this area along Boulder Road.

A motion was made by Mayor Wagner, seconded by Council Member Holmes, that Zoning Map Amendment 20-06 be approved. Following a roll call vote by the Mayor, the motion carried by the following 6-0 unanimous vote:

Aye (6): Mayor Wagner, Council Member Moore, Council Member Johnson, Council Member Peters, Council Member Jones, and Council Member Holmes

Absent (3): Mayor Pro Tem Williams, Council Member Jefferson, and Council Member Hudson

Ordinance No. 7618/20-34

Ordinance Book Volume XXI, Page 33

2020-284 Wilford Yearn and Mary Puckett - Annexation 20-02

A request by Wilford Yearn and Mary Puckett for a voluntary contiguous annexation of approximately 2.5 acres located along the east side of Hickwood Road, approximately 210 feet north of Willard Road. The site is addressed as 2302 and 2304 Hickwood Road and also known as Guilford County Tax Parcels 187191 and 187192.

The public hearing for this matter was held as duly advertised on Monday, August 3, 2020 at 5:30 p.m. At that time, the City Clerk reported that there were no comments received relative to this matter.

Due to recently adopted legislation regarding remote meetings, the public hearing remained open to allow for the required 24-hour period to receive additional comments prior to any action being taken by the City Council on this matter. Mayor Wagner asked the Clerk if any additional comments were received. The City Clerk reported no comments were received regarding Annexation 20-02. The public hearing was closed.

Adopted an Ordinance approving Annexation 20-02 providing for the contiguous annexation of an approximate 2.5-acre tract of property located along the east side of Hickwood Road, approximately 210 feet north of Willard Road, addressed as 2302 and 2304 Hickwood Road, and more specifically known as Guilford County Tax Parcels 18791 and 187192.

A motion was made by Mayor Wagner, seconded by Council Member Peters that Annexation 20--02 be approved. Following a roll call vote by the Mayor, the motion carried by the following unanimous 7-0 vote.

Aye (7): Mayor Wagner, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Peters, Council Member Jones, and Council Member Holmes

Absent (2): Mayor Pro Tem Williams, and Council Member Hudson

Ordinance No. 7619/20-35

Ordinance Book Volume XXI, Page 34

2020-285 Dennis Andrew Turner - Annexation 20-04

A request by Dennis Andrew Turner for a voluntary contiguous annexation of an approximate 0.31-acre parcel located along the east side of Giles Street, approximately 270 feet south of E. Fairfield Road. The site is addressed as 105 Giles Street and also known as Guilford County Tax Parcels 158355.

The public hearing for this matter was held as duly advertised on Monday, August 3, 2020 at 5:30 p.m. At that time, the City Clerk reported there were no comments received relative to this matter.

Due to recently adopted legislation regarding remote meetings, the public hearing remained open to allow for the required 24-hour period to receive any additional comments prior to any action being taken by the City Council on this matter. Mayor Wagner asked the Clerk if any additional comments were received regarding Annexation 20-04. The public hearing was closed.

Adopted an Ordinance approving Annexation 20-04 providing for the contiguous annexation of an approximate 0.31-acre parcel located along the east side of Giles Street, approximately 270 feet south of E. Fairfield Road, addressed as 105 Giles Street, and specifically known as Guilford County Tax Parcel 158355.

A motion was made by Mayor Wagner, seconded by Council Member Jefferson that Annexation 20--04 be approved. Following a roll call vote by the Mayor, the motion carried by the following unanimous 8-0 vote.

Aye (8): Mayor Wagner, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Mayor Pro Tem Williams

Ordinance No. 7620/20-36

Ordinance Book Volume XXI, Page 35

2020-286 Keystone Group, Inc. - Zoning Map Amendment 20-07

A request by Keystone Group, Inc. to rezone approximately 114.79 acres from the Planned Unit Development - Residential (PDR) District to an amended Planned Unit Development - Residential (PDR) District. The site is lying along the south side of Boylston Road, approximately 1,300 feet west of Adkins Road.

The public hearing for this matter was held as duly advertised on Monday, August 3, 2020 at 5:30 p.m. At that time, the City Clerk reported that there were three comments received from the following: Toni Bjurstrom, Lori Sterling, and Jim Hedgecock.

Due to recently adopted legislation regarding remote meetings, the public hearing remained open to allow for the required 24-hour period to receive any additional comments prior to action being taken by the City Council on this matter. Mayor Wagner asked the City Clerk if any additional comments were received. The City Clerk reported that one additional comment was received regarding Zoning Map Amendment 20-07 from Steve Brackett. The public hearing was closed.

Note: The comments received will be attached and incorporated as a permanent part of the minutes of these proceedings.

Adopted an Ordinance approving Zoning Map Amendment 20-07 to rezone an approximate 115.79-acre parcel located along the south side of Boylston Road, approximately 1,300 feet west of Adkins Road from the Planned Unit Development - Residential (PDR) District to an amended Planned Unit Development - Residential (PDR) District based on the following consistency and reasonableness statement as outlined in the staff report.

Consistency and Reasonableness Statements

That Zoning Map Amendment 20-07 is consistent with the City's adopted policy guidance because both the adopted Land Use Plan and Northwest Area Plan designate this as Low Density Residential, which is a land use classification that supports densities up to 5 units per acre. Furthermore, the request is reasonable in the public interest because the impacts are mitigated from the requested increase in dwelling units, which would be a maximum of 102 additional dwelling units, increasing the planned development to a maximum of 3.5 units per acre.

A motion was made by Mayor Wagner, seconded by Council Member Peters, that Zoning Map Amendment 20-07 be approved. Following a roll call vote by the Mayor, the motion carried by the following 8-0 unanimous vote:

Aye (8): Mayor Wagner, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Mayor Pro Tem Williams

Ordinance No. 7621/20-37

Ordinance Book Volume XXI, Page 36

2020-287 City of High Point - Text Amendment 20-02

A request by the Planning and Development Department to amend various sections of the City of High Point Development Ordinance to correct errors, provide consistency, and make revisions related to state legislation.

The public hearing for this matter was held on Monday, August 3, 2020 at 5:30 p.m. as duly advertised. At that time, the City Clerk reported that there were no comments received relative to Text Amendment 20-02.

Due to recently adopted legislation regarding remote meetings, the public hearing remained open to allow for the required 24-hour period to receive any additional comments prior to any action being taken by the City Council on the matter. Mayor Wagner asked the Clerk if any additional comments were received. The City Clerk reported there were no additional comments received. The public hearing was closed.

Adopted an Ordinance amending various sections of the City of High Point Development Ordinance to correct errors, provide consistency, and make revisions related to state legislation, based on the following consistency and reasonableness statements as outlined in the staff report.

Consistency and Reasonableness Statements

Text Amendment 20-02 makes the Development Ordinance more user-friendly and flexible, and supportive of the City's adopted policy guidance. Furthermore, the proposed amendments address necessary changes as a result of state legislation and continues to pursue making the ordinance error free, easier to read and understand, and more consistent in use of language and formatting.

A motion was made by Mayor Wagner, seconded by Council Member Jefferson, that the Ordinance approving Text Amendment 20-02 be adopted. Following a roll call vote by the Mayor, the motion carried by the following unanimous 8-0 vote.

Aye (8): Mayor Wagner, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Mayor Pro Tem Williams

**Ordinance No. 7622/20-38
Ordinance Book Volume XXI, Page 37**

Adjournment

There being no further business to come before City Council, the meeting was adjourned at 5:43 p.m. upon motion duly made and seconded.

Respectfully Submitted,

Jay W. Wagner, Mayor

Attest:

Lisa B. Vierling, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Forsyth County CARES Act funding

From: Eric Olmedo, Assistant City Manager

Public Hearing: N/A

Attachments: Interlocal Agreement & Resolution

Meeting Date: August 17, 2020

Advertising Date: N/A

Advertised By: N/A

PURPOSE:

Request to adopt a Resolution approving an Interlocal Agreement between Forsyth County and the City of High Point regarding CARES Act funding.

BACKGROUND:

Counties in North Carolina with populations under 500,000 received funding from the Federal Government under the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") as a pass through from the State of North Carolina. Forsyth County received approximately \$3,472,407 in funding, since it is a unit of government with a population under 500,000. Under this act, Forsyth County is required to share a portion of the funding with municipalities within the County. High Point's share of the funding based on population is \$1,281.

BUDGET IMPACT:

The City will receive funding of \$1,281 to reimburse direct expenses related to the COVID-19 pandemic.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends and asks the Council to adopt a Resolution approving the interlocal agreement and authorize the appropriate city official to execute all necessary documents.

**RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN
THE CITY OF HIGH POINT AND THE COUNTY OF FORSYTH FOR
PARTICIPATION IN THE FORSYTH COUNTY LOCAL GOVERNMENT
COVID-19 REIMBURSEMENT PROGRAM**

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

WHEREAS, Forsyth County, North Carolina (“County”) is a body politic and corporate in the State of North Carolina, established and regulated by Chapter 98 of the Public Local and Private Laws of 1941, as amended by Chapter 793 of the 1969 Session Laws of Chapter 594 of the 1985 Session Laws, and

WHEREAS, Forsyth County received approximately \$3,472,407 from the United States Government pursuant to the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”); and

WHEREAS, the Federal Government allocated \$150 million to the State of North Carolina in Coronavirus Relief Funds to be distributed to the 97 North Carolina counties with populations under 500,000 and the state required that each county allocate 25% of their funds to municipalities within the county for allowable uses; and

WHEREAS, High Point has a very small portion of its population in Forsyth County and based on High Point’s population in Forsyth County, High Point is eligible to receive \$1,281 from Forsyth County; and

WHEREAS, The CARES Act provides for payments to local government navigating the impact of the COVID-19 outbreak via the Coronavirus Relief Fund; and

WHEREAS, the CARES Act provides that payments from the Coronavirus Relief Fund may only be used to cover expenses which: (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the local government; and (3) were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020; and

WHEREAS, the United States Department of Treasury has issued guidelines with regards to the authorized use of funds allocated to local governments under the CARES Act; and

WHEREAS, under the CARES Act, the County is ultimately responsible for any expenditures from CARES Act funds; and

WHEREAS, much uncertainty remains regarding future costs the County and local municipalities will be forced to bear related to the coronavirus emergency, and

WHEREAS, much uncertainty exists as to the potential for future allocations of federal or state monies to defray those future costs, and

WHEREAS, the Parties wish to enter into an interlocal agreement to promote the most efficient distribution of resources which have been made available to Forsyth County to benefit the citizens of Forsyth County, and

WHEREAS, under the CARES Act, should the Office of the Inspector General determine that the funds were used in a manner contrary to the intent of the legislature or contrary to the United States' Department of Treasury guidelines, the CARES ACT provides that the federal government may recoup the improperly spent funds from the County; and

WHEREAS, the County, those municipalities within Forsyth County, and their residents, have suffered secondary effects of the coronavirus emergency, as the State of North Carolina has ordered the closure of non-essential businesses; and

WHEREAS, Forsyth County, as the jurisdiction responsible for disbursement of funds under the CARES Act, finds that it is appropriate to use these funds to defray certain costs incurred by the City related to the coronavirus emergency; and

WHEREAS, the disbursement of funds under the CARES Act to the City is in the best interests of the County, the City and their residents.

THEREFORE, BE IT RESOLVED by the High Point City Council, that the Mayor is hereby authorized to execute the Interlocal Agreement between the City of High Point and the County of Forsyth for participation in the Forsyth County Local Government COVID-19 Reimbursement Program, in which the City shall receive reimbursement, in aggregate, no more than \$1,281 for COVID-19 eligible response and recovery expenses.

Adopted this the 17th day of August 2020.

Jay Wagner, Mayor

Attest:

Lisa B. Vierling, City Clerk

STATE OF NORTH CAROLINA

INTERLOCAL AGREEMENT FOR THE
GRANT OF CORONAVIRUS RELIEF FUNDS

FORSYTH COUNTY

THIS AGREEMENT, made and effective this ____ day of _____, 2020, by and between Forsyth County, North Carolina (the "County"), and _____ (the "Grantee");

WHEREAS Congress enacted P.L. 116-136 on March 27, 2020, which established the federal Coronavirus Relief Fund ("CRF") and distributed funds to States and localities with populations over 500,000, including North Carolina and 4 North Carolina local governments;

WHEREAS on May 4, 2020, the North Carolina General Assembly enacted Session Law 2020-04, which established a \$150 million fund to be distributed to the 97 counties that did not receive direct CRF funds;

WHEREAS on July 1, 2020, the North Carolina General Assembly enacted Session Law 2020-80, which amended Session Law 2020-04 and increased to \$300 million the CRF funds to be distributed to the 97 counties that did not receive direct CRF funds and required each such county to allocate at least 25 percent of such funds for use by municipalities within the county for allowable uses;

WHEREAS Forsyth County received \$13,889,626 in CRF funds from the General Assembly, and is required to share such funds with municipalities; and

WHEREAS any entity receiving CRF funds may use such funds only for uses authorized by P.L. 116-136, section 601(d) of the Social Security Act, and the requirements set forth in Session Law 2020-04, as amended by Session Law 2020-80;

NOW, THEREFORE, for the purpose and subject to the terms and conditions hereinafter set forth, the County and the Grantee agree as follows:

1. Services. The Grantee shall expend Grant funds to provide services to citizens of Forsyth County in response to COVID-19. The Grant funds are from the Coronavirus Relief Fund established by North Carolina Session Law 2020-04, as amended by Session Law 2020-80, Section 3.3(2), and are subject to requirements of Session Laws 2020-04 and 2020-80, P.L. 116-136, and section 601(d) of the Social Security Act. The Grant funds are restricted to the following uses: medical expenses; public health expenses; payroll expenses for public safety, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency; expenses of actions to facilitate compliance with COVID-19-related public health measures; expenses associated with the provision of economic support in connection with the COVID-19 public health emergency; and any

other COVID-19-related expenses necessary to the function of government that satisfy the CRF's eligibility criteria. The Grantee shall use the Grant funds exclusively for the particular purposes set forth in its plan which is attached hereto as Exhibit A and incorporated herein by reference. If the Grantee does not complete its plan and submit it to the County by September 1, 2020, this Agreement will immediately terminate, the Grantee shall return any Grant funds to the County, and the County may use the Grant funds for any use allowed for CRF funds. The Grantee may not use Grant funds for any expense that has been reimbursed by another grant.

2. Term. The services of the Grantee shall begin on March 1, 2020, and, unless sooner terminated by mutual consent or as hereinafter provided, shall be provided until December 30, 2020, and all Grant funds must be expended no later than December 30, 2020. Any unexpended funds must be repaid to the County.

3. Grant. As full compensation for the Grantee's services, the County agrees to pay the Grantee a grant in the sum of _____.

4. Independent Contractor. The Grantee shall operate as an independent contractor, and the County shall not be responsible for any of the Grantee's acts or omissions. The Grantee, its employees, and subcontractors shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. Neither federal, state, nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Grantee or the employees of the Grantee. The Grantee is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement. The Grantee shall comply with the North Carolina Workers' Compensation Act and shall ensure that its subcontractors also comply. The Grantee shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County. The Grantee has no authority to enter into contracts or agreements on behalf of the County. The County shall not be liable to the Grantee for any expenses paid or incurred by the Grantee unless otherwise agreed in writing. The Grantee shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

5. Reports. Beginning October 1, 2020, and then quarterly thereafter, the Grantee shall report to the County and to the North Carolina Office of State Budget and Management on the use of Grant funds until all funds are expended and accounted for. Grantee shall also comply with any reporting requirements set forth by the State of North Carolina or by the CARES Act or other federal requirement. When the Grantee has completed its Services, but in no event later than December 30, 2020, the Grantee shall provide a complete Report containing a summary of its Services completed, the amounts expended, and their impact on the community. Failure to provide any required Report shall constitute a breach of this Agreement.

6. Records, Audit. The Grantee agrees that it will supply such records, information or verification relating to expenditures of the funds or the operations of the Grantee as may reasonably be requested by the County. The Grantee agrees that the County shall have access to the records and premises of the Grantee at all reasonable times, and the Grantee agrees to submit such reports as the County shall request pertaining to the funds granted herein or the operation of the Grantee. The Grantee shall maintain a written accounting and documentation of all of its receipts and disbursements relating to the grant funds which are the subject of this Agreement. The County reserves the right to require a certified audit pertaining to the use of the grant funds, or may perform the audit through the use of its staff. The Grantee shall furnish to the County a copy of its audit report performed by a certified public accountant as soon as such becomes available to the Grantee.

7. Termination. The County may terminate this Agreement for any violation thereof by Grantee. In the event of termination, the Grantee shall promptly remit any payments received which the County deems to have been paid in violation of this Agreement. The County may terminate the Agreement based upon, but not limited to, the following reasons, which shall be determined in the sole discretion of the County:

- a. Improper use of grant funds;
- b. Failure to comply with the terms of this Agreement;
- c. Submission to the County of reports which are incorrect or incomplete in any material respect;
- d. Any circumstance rendering the completion of the Services improper, illegal, or infeasible; or
- e. Failure to make satisfactory progress in completion of the Services.

8. Indemnification. The Grantee agrees to indemnify, defend, and hold the County harmless from and against any and all claims, expenses (including attorney fees), costs or liability for acts or omissions of the Grantee relating to this Agreement, the use of CRF funds, or services provided pursuant to it. If the federal government or the State of North Carolina, or any agency of either, determines that the Grantee has expended Grant funds in an illegal or disallowed manner, Grantee shall reimburse the County for the amount of such disallowed expenses.

9. Notice. All notices permitted or required to be given by one party to the other party shall be addressed and delivered in writing as follows:

For the County:

J. Dudley Watts, Jr.
County Manager
201 North Chestnut St.
Winston-Salem, NC 27101

For the Grantee:
[Name, title]
[Mailing address]

10. Assignment. The Grantee may not assign its obligations under this Agreement unless it has received prior written approval from the County, which may be withheld at the sole discretion of the County.

11. Waiver. No action or failure to act by the County shall constitute a waiver of any of its rights or remedies or as approval or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

12. Governing Law. This Agreement shall be governed by North Carolina law, except that provisions regarding conflicts of laws shall not apply. The venue for any legal proceeding shall be in Forsyth County, North Carolina.

13. Survival of Provisions. All obligations arising prior to termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of services and termination of this Agreement.

14. Modification. This Agreement may only be modified in writing and signed by both the Grantee and by the County Manager or other authorized County official.

15. Conflict with Attachments. In the event of any conflict between the provisions in this Agreement and any provisions in an attachment thereto, the provisions in this Agreement shall take precedence over any provision in an Attachment.

16. Miscellaneous. The Grantee shall comply with all applicable laws and regulations including but not limited to federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the services to be performed under this Agreement and all federal immigration laws in its hiring and contracting practices. Grantee and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify the work authorization of newly hired employees. Failure of the Grantee to comply with this provision or failure of its subcontractors to comply could render this contract void under North Carolina law. Grantee hereby certifies that it is not on the North Carolina State Treasurer's lists of persons engaging in business activities in Sudan (Darfur), Iran, or boycotting Israel, prepared pursuant to NCGS §§ 147-86.43, 147-86.58, and 147-86.81, nor will Grantee utilize for this Agreement any subcontractor on such lists. This agreement is intended for the benefit of the County and the Grantee and not for any other party. If any provision of this Agreement shall be unenforceable, the remainder of the Agreement shall be enforceable to the extent allowed by law.

17. Future Grants. The County has limited resources and must prioritize its obligations required by law. This Grant does not guarantee that the County will fund the Grantee in future years.

18. Superseder. This Agreement supersedes all prior agreements between the parties regarding the Services.

IN WITNESS WHEREOF, the authorized officials of the County and the Grantee have set their hands and seals as of the day and year first above written.

FORSYTH COUNTY, NORTH CAROLINA

(SEAL)

By: _____
J. Dudley Watts, Jr., County Manager

Date: _____

ATTEST:

Ashleigh M. Sloop, Clerk to the Board

Date: _____

GRANTEE

HIGH POINT, NORTH CAROLINA

(SEAL)

By:

Randy E. McCaslin, Interim City Manager

Date: _____

ATTEST:

Lisa B. Vierling, City Clerk

Date: _____

CITY OF HIGH POINT

AGENDA ITEM



Title: **Zoning Map Amendment 20-14**
 (High Point City Council)

From: Lee Burnette, Planning & Development
 Director

Meeting Date: August 17, 2020

Public Hearing: Yes

Advertising Date: August 6, 2020, and
 August 12, 2020

Attachments: A. Staff Report
 B. Zoning Ordinance

Advertised By: Planning & Development

PURPOSE:

A request by the High Point City Council to rezone 733 properties, totaling approximately 179 acres, as part of the Comprehensive Zoning Map Amendment project. The properties are located within the Saddlebrook subdivision (Johnson Street), Fair Oaks at Bent Tree Townhome subdivision (Barrow Road), Orchard Knob Townhome subdivision (Skeet Club Road), St. Andrews townhome subdivision (Skeet Club Road), Deerfield townhome subdivision (Skeet Club Road), Heritage Ridge subdivision (Hedgecock Road), Ashebrook Place subdivision (Hedgecock Road), Hedgecock Place condominium (Hedgecock Road) and 130 Hedgecock Road.

BACKGROUND:

The Planning and Zoning Commission reviewed this request at their July 28, 2020 regular meeting. Mr. Herbert Shannon, Senior Planner, presented the case and recommended approval of the request as outlined in the staff report. The Commission took final action when the meeting was reconvened on July 30, 2020. All members were present, except Commissioner McGill was absent for both dates.

Speaking on the request:

No one spoke in favor, nor in opposition, to this request.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

A. Staff Recommendation

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

B. Planning and Zoning Commission Action

1. The Planning and Zoning Commission recommended **approval** of this request, as recommended by staff, by a vote of 7-0.

2. Consistency and Reasonableness Statements

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

That Zoning Map Amendment 20-14 is consistent with the City's adopted policy guidance because the proposed zoning map amendments are supported by the various land use designations for these areas as contained in the adopted Land Use Plan. Furthermore, the amendments are needed to remove unneeded restrictions on the properties and to remove the outdated conditional use zoning district.

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

**STAFF REPORT
ZONING MAP AMENDMENT ZA-20-14
July 28, 2020**

Request

A request by the High Point City Council to rezone 733 properties, totaling approximately 193 acres, as part of the Comprehensive Zoning Map Amendment project. This application focuses on evaluating various townhomes and multifamily developed lands in the northern and northwestern areas of the City.

Background

The purpose of the Comprehensive Zoning Map Amendment project is to review and evaluate the zoning of land throughout the City, identify areas where the zoning is out of sync with the existing use of land or is inconsistent with current land use policy, and propose appropriate changes in zoning for those areas. A primary goal of the project is to remove improper or obsolete zoning districts that may be acting as a barrier to development.

The Comprehensive Zoning Map Amendment project was initiated in 2017. The City Council initiated this round of zoning evaluations associated with the project on October 7, 2019. The areas under consideration in this Zoning Map Amendment are part of a larger group of areas initiated by City Council to be evaluated.

Details of Proposal

The following is a summary of affected developments, along with an attached analysis of each area being considered under this Zoning Map Amendment.

Map	From	To	Development/Use	Location
1	CU R-5 CU RM-5	R-5 RM-5	<u>Saddlebrook Subdivision</u> A mixed residential development consisting of single family, twinhome and townhome dwellings.	Lying along the west side of Sandy Ridge Road and south of Bame Road.
2	CU RM-5	RM-5	<u>Fair Oaks at Bent Tree Townhome Subdivision</u> A mixed residential development consisting of twinhome and townhome dwellings.	Lying along the west side of Barrow Road and south of Willard Dairy Road.
3	CU RM-5	RM-5	<u>Orchard Knob Subdivision</u> A townhome development.	Lying along the north side of Skeet Club Road, approximately 1,000 feet west of Johnson Street.
3	CU RM-5	RM-5	<u>St. Andrews Subdivision</u> A townhome development.	Lying along the south side of Skeet Club Road, approximately 1,000 feet west of Johnson Street.

Map	From	To	Development/Use	Location
4	CU RM-5	RM-5	<u>Deerfield Subdivision</u> A townhome development.	Lying along the east side of Skeet Club Road and south of Wyndham Avenue.
5	CU RM-16	RM-16	<u>Heritage Ridge Subdivision</u> A twin home development.	Lying along the north side of Hedgecock Road, approximately 2,500 feet west of Old Plank Road.
5	CU RM-16	RM-16	<u>Ashebrook Place Subdivision</u> A townhome development.	Located approximately 1,500 feet north of the intersection of Hedgecock Road and Old Plank Road (north of the Phillips Soccer Complex).
5	CU RM-16	RM-16	<u>Hedgecock Place Condominium</u> A multifamily development.	Lying at the northeast corner of Hedgecock Road and Old Plank Road.
5	CU RM-16	RM-16	Undeveloped parcel that is part of the Mason Manor Apartment Complex.	The Mason Manor Apartment Complex is located west of the intersection of N. Main Street and Northgate Court. The undeveloped parcel to be rezoned is addressed as 130 Hedgecock Road.

Analysis

The requested rezoning of these various residential developments is intended to remove outdated and obsolete zoning conditions. These developments were annexed and granted City of High Point zoning between 1995 to 2004 under the former Development Ordinance, which was replaced by the current Development Ordinance in 2017. Except for the undeveloped parcel at 130 Hedgecock Road, all of the lands associated with these developments were situated at the fringes of the City's corporate limits at the time of annexation and rezoning. The various zoning conditions, adopted as a part of conditional use zoning(CU) that is no longer allowed, were established to address land use policies, road improvements and to ensure compatibility with adjacent property. These subdivisions were completed and the various zoning conditions met upon completion of the developments.

Furthermore, these are no longer fringe areas as the City limits now extend northward to I-40 and westward into Davidson and Forsyth County to NC 66 (Horneytown Road). Also, during the preceding years, most of the adjacent rural or undeveloped lands near these developments were annexed by the City of High Point and developed with similar or higher intensity developments.

The requested rezoning of these various residential developments removes outdated and obsolete zoning conditions, the outdated conditional use zoning, while maintaining the development's base zoning district. See attachments for details.

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 proposed zoning map amendments are supported by the various land use designations for these areas as contained in the adopted Land Use Plan.

Reasonableness/Public Interest:

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

The amendments are needed to remove unneeded restrictions on the properties and to remove the outdated conditional use zoning district.

Recommendations

Staff recommends approval of the following zoning map amendments:

- Map #1) Rezone the Saddlebrook subdivision from the CU R-5 and CU RM-5 Districts to a R-5 and RM-5 District.
- Map #2) Rezone the Fair Oaks at Bent Tree subdivision from the CU RM-5 District to a RM-5 District.
- Map #3) Rezone the Orchard Knob subdivisions from the CU RM-5 District to a RM-5 District.
Rezone the St. Andrews subdivision from the CU RM-5 District to a RM-5 District.
- Map #4) Rezone the Deerfield subdivisions from the CU RM-5 District to a RM-5 District.
- Map #5) Rezone the Heritage Ridge subdivision from the CU RM-16 District to a RM-16 District
Rezone the Ashebrook subdivision from the CU RM-16 District to a RM-16 District
Rezone the Hedgecock Place Condominium from the CU RM-16 District to a RM-16 District.
Rezone undeveloped parcel at 130 Hedgecock Road from the CU RM-16 District to a RM-16 District.

Required Action

Planning and Zoning Commission:

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

City Council:

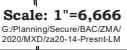
Upon rendering its decision in this case, the High Point City Council also must place in the official record a statement of consistency with the City's Land Use Plan and other plans as may be applicable. This may be done by adopting the statement(s) as written in this report, or with any additions or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

Report Preparation

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

ZONING MAP AMENDMENT: ZA-20-14
Applicant: City of High Point

ZONING MAP AMENDMENT: ZA-20-14
Applicant: City of High Point



MAP #1

Location: Saddlebrook Subdivision

(Lying along the west side of Sandy Ridge Road and south of Bame Road)

Current Uses: Single family detached dwellings and family attached detached dwellings (twin homes and townhomes).

Comparison of Current and Proposed Zoning

	Current Zoning	Proposed Zoning
	Conditional Use Residential Single Family-5 (CU R-5) District	Residential Single Family-5 (CU R-5) District
	Conditional Use Residential Multifamily – 5 (CU RM-5) District	Residential Multifamily – 5 (CU RM-5) District
<i>Purpose & Intent:</i>	<u>R-5 District</u> The R-5 district is established to accommodate principally single-family detached dwellings developed at a density of 5 units an acre that is served by public water and sewer. Complimentary uses such as open space, schools, utilities, religious institutions, and recreational facilities are also allowed. District regulations discourage uses that interfere with the development of residential development or that is detrimental to the residential nature of the district. <u>RM-5 District</u> The RM-5 district is established to accommodate a mix of residential development at densities of 5 units an acre, that are served by public water and sewer. Complimentary uses such as open space, schools, utilities, religious institutions and recreational facilities are also allowed. District regulations discourage any use that interferes with the development of residential development or that is detrimental to the residential nature of the district.	<u>R-5 District</u> Same <u>RM-5 District</u> Same
<i>Current Uses:</i>	Permitted	Permitted
<i>Conditions</i>	<u>2004 Zoning Approval (CU 04-33)</u> • Allowable uses. • Development & dimensional standards. • Right-of-way dedication, access, installation of vehicular turn lanes. • Fencing and perimeter landscaping.	None

	Adjacent Zoning	Adjacent Land Use
North:	Transitional Office (TO) District Agricultural (AG) District (<i>Guilford County</i>)	Church Single family dwellings
South:	Planned Development – Periphery (PD-P) District	Continuing care retirement community (River Landings)
East:	Agricultural (AG) District (<i>Guilford County</i>)	Single family dwellings and undeveloped parcels
West:	Conditional Zoning Residential Single Family – 5 (CZ R-5) District Residential Single Family – 5 (CU R-5) District	Single family dwellings Undeveloped parcels

Land Use Plan Classification
The area is designated as follows: • Low-Density Residential: These areas include primarily single family detached dwellings on individual lots. Development densities in these areas shall not exceed five dwelling units per gross acre.

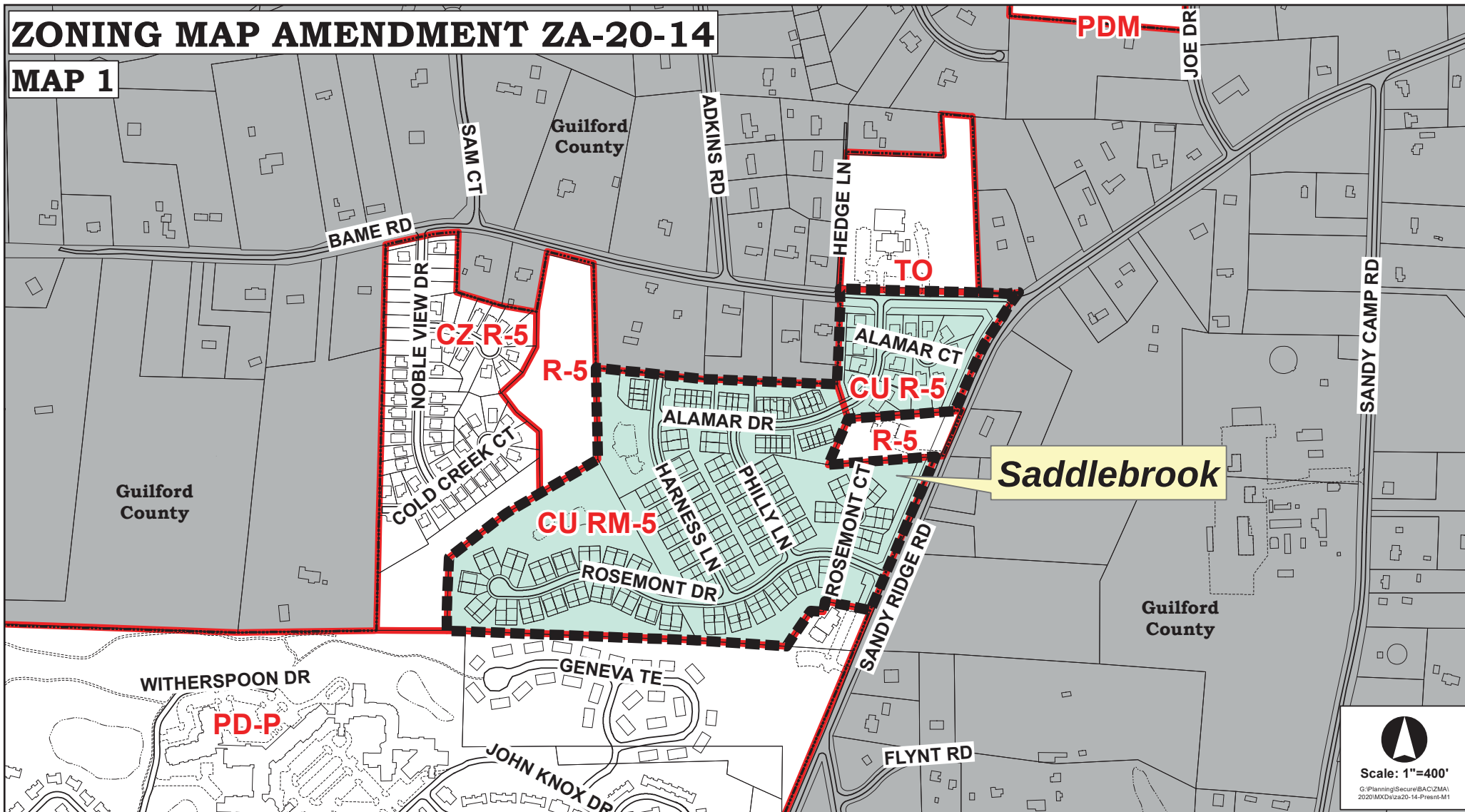
Analysis/Recommendation

The Saddlebrook subdivision was annexed and obtained its current zoning in 2004. It developed as a mixed residential subdivision consisting of single family, twinhome and townhome dwellings. The primary purpose of this rezoning is to remove the conditional use (CU) designation as development conditions from the 2004 zoning approval have been met and the development has been completed.

Staff recommends rezoning the single family detached portion of the Saddlebrook subdivision from the CU R-5 District to a R-5 District and rezoning the twinhome and townhome portion of the subdivision from the CU RM-5 District to a RM-5 District.

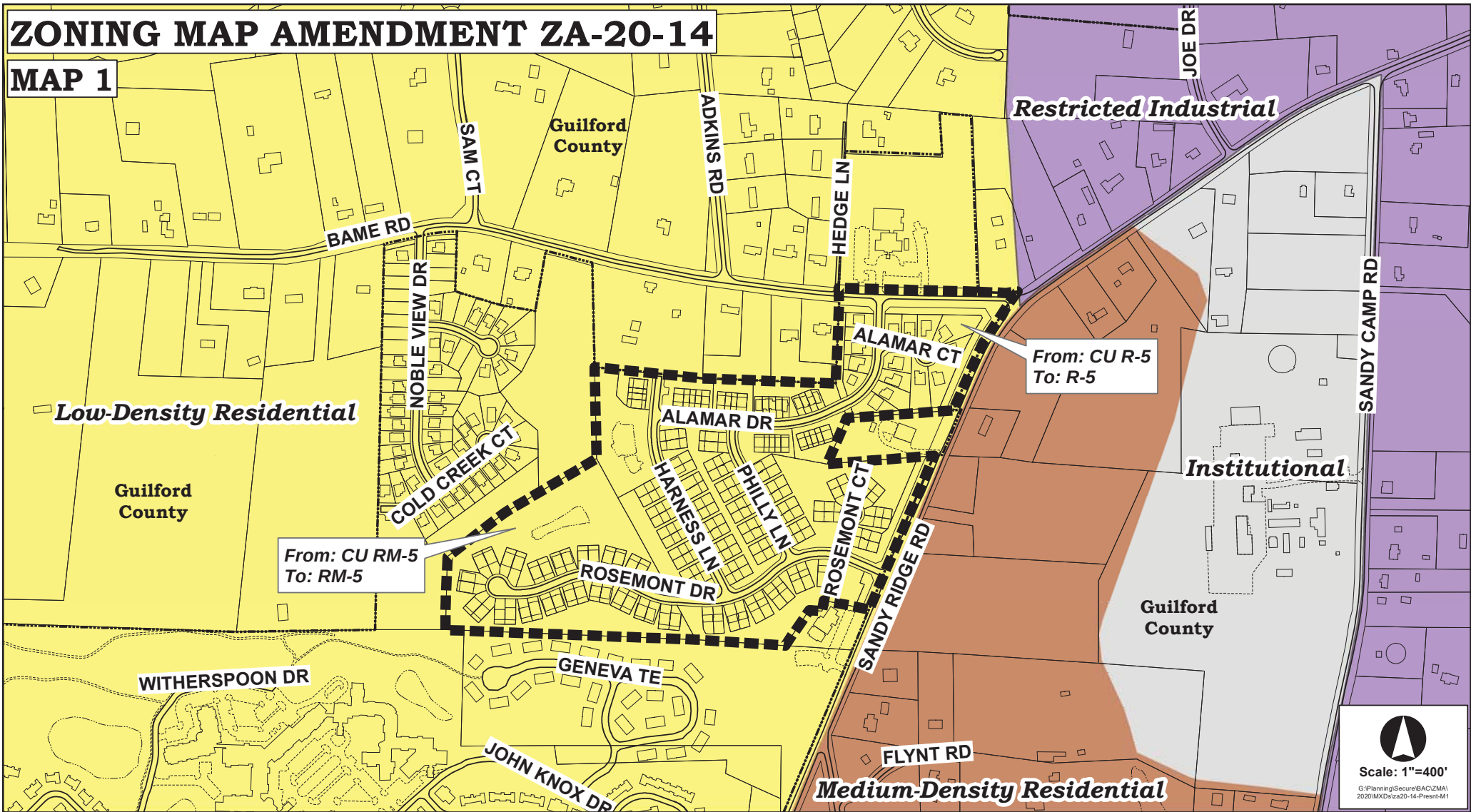
ZONING MAP AMENDMENT ZA-20-14

MAP 1



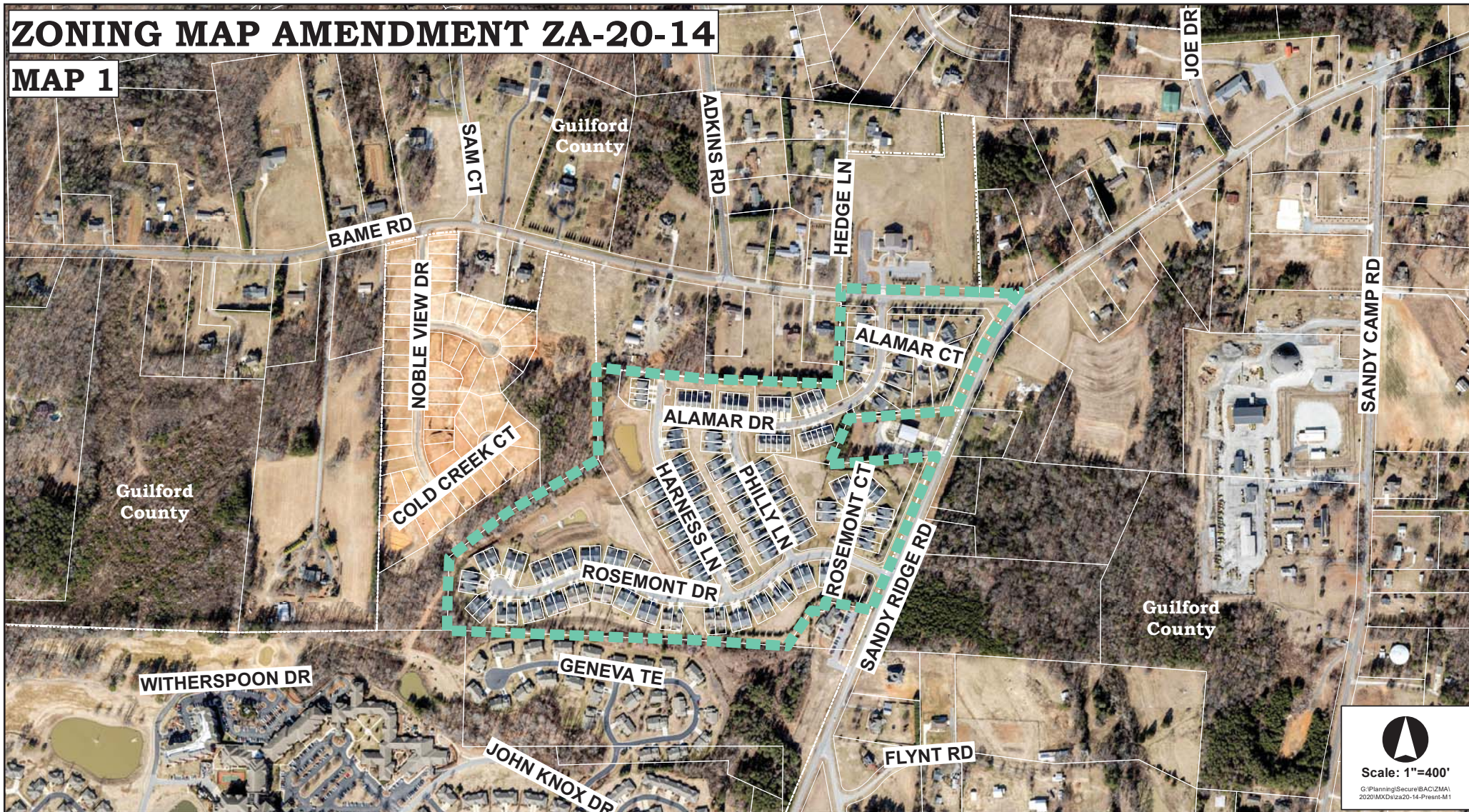
ZONING MAP AMENDMENT ZA-20-14

MAP 1



ZONING MAP AMENDMENT ZA-20-14

MAP 1



Scale: 1"=400'

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MAP #2

Location: Fair Oaks at Bent Tree subdivision

(Lying along the west side of Barrow Road and south of Willard Dairy Road.

Current Uses: Single family attached detached dwellings (twin homes and townhomes)

Comparison of Current and Proposed Zoning

	Current Zoning	Proposed Zoning
	Conditional Use Residential Multifamily – 5 (CU RM-5) District	Residential Multifamily – 5 (CU RM-5) District
<i>Purpose & Intent:</i>	<u>RM-5 District</u> The RM-5 district is established to accommodate a mix of residential development at densities of 5 units an acre, that are served by public water and sewer. Complimentary uses such as open space, schools, utilities, religious institutions and recreational facilities are also allowed. District regulations discourage any use that interferes with the development of residential development or that is detrimental to the residential nature of the district.	<u>RM-5 District</u> Same
<i>Current Uses:</i>	Permitted	Permitted
<i>Conditions</i>	<u>1995 Zoning Approval (CU 95-20)</u> • Allowable uses. • Maximum number of dwelling units • Character of development • Vehicular access and pedestrian access • Right-of-way dedication	None

	Adjacent Zoning	Adjacent Land Use
North:	Planned Development Mixed (PDM) District Residential Multifamily – 5 (CU RM-5) District Agricultural (AG) District (<i>Guilford County</i>)	Townhomes and single family dwellings
South:	Conditional Use Residential Single Family – 5 (CU R-5) District	Single family dwellings
East:	Conditional Use Residential Single Family – 5 (CU R-5) District	Single family dwellings
West:	Planned Development Mixed (PDM) District	Townhomes and single family dwellings

Land Use Plan Classification

The area is designated as follows:

- **Low-Density Residential:** These areas include primarily single family detached dwellings on individual lots. Development densities in these areas shall not exceed five dwelling units per gross acre.

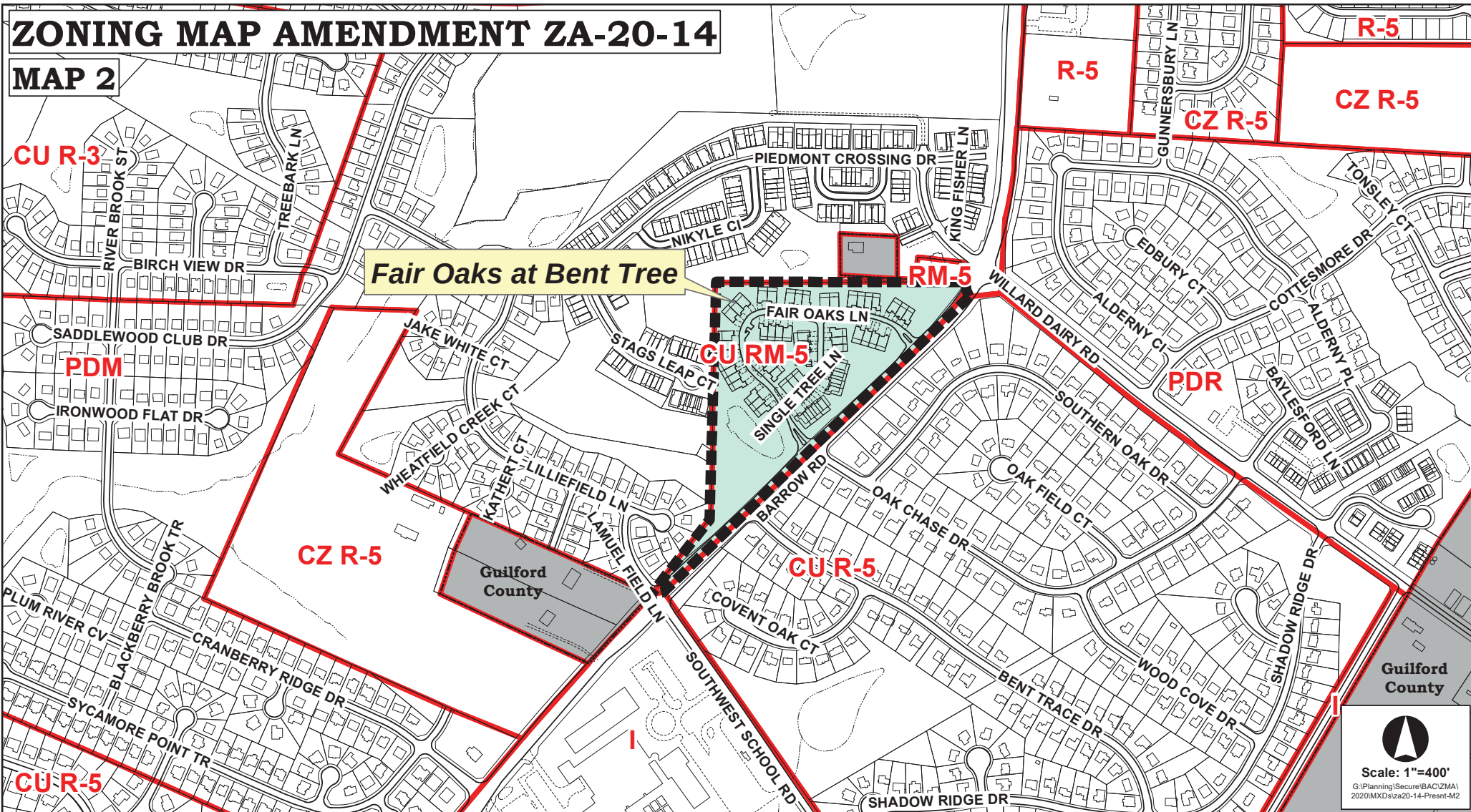
Analysis/Recommendation

The Fair Oaks at Bent Tree subdivision was annexed and obtained its current zoning in 1995 and developed as a twinhome/townhome subdivision. The primary purpose of this rezoning is to remove the conditional use (CU) designation as development conditions from the 1995 zoning approval were met with the completion of the development.

Staff recommends rezoning rezone the Fair Oaks at Bent Tree subdivision from the CU RM-5 District to a RM-5 District.

ZONING MAP AMENDMENT ZA-20-14

MAP 2



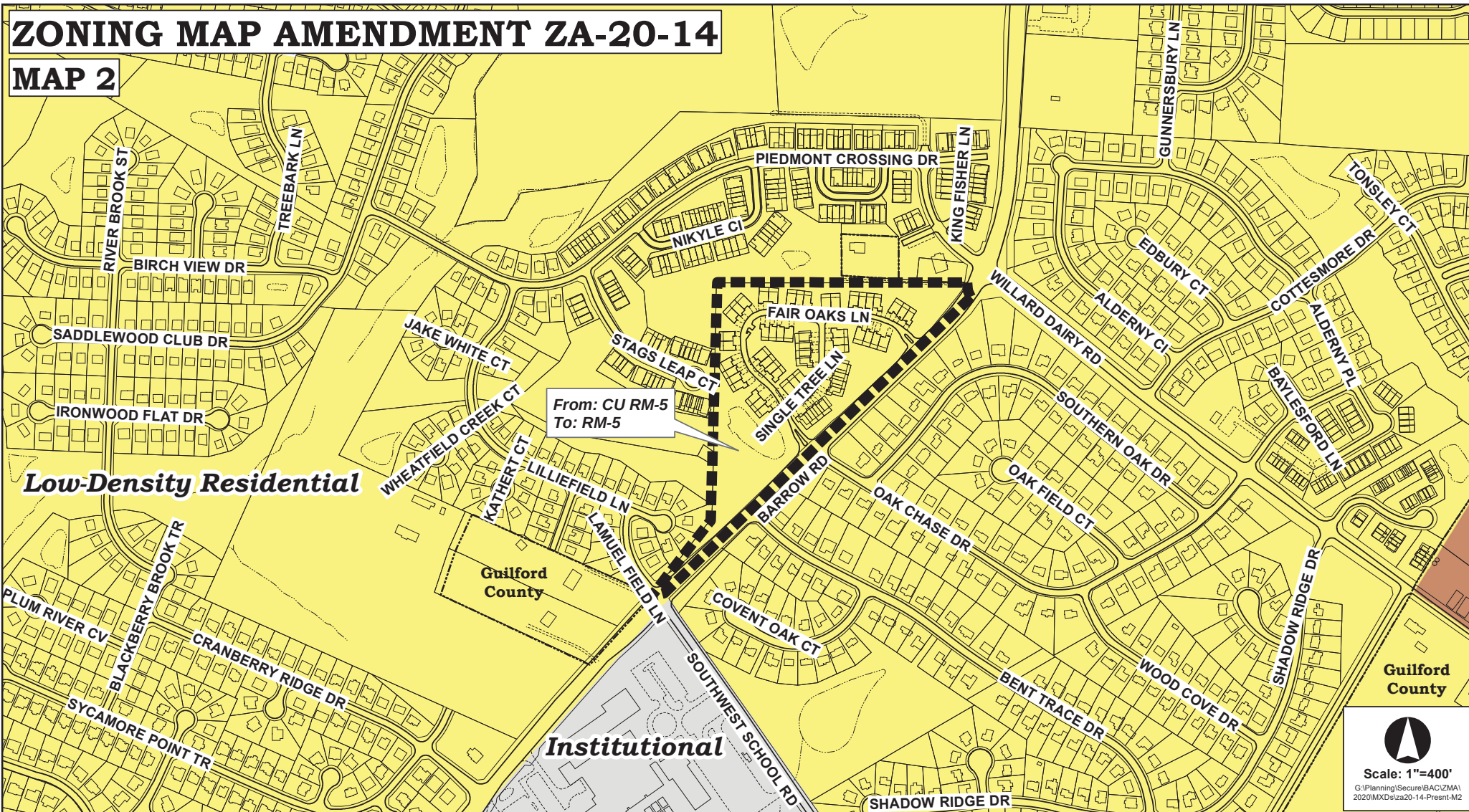
Guilford County



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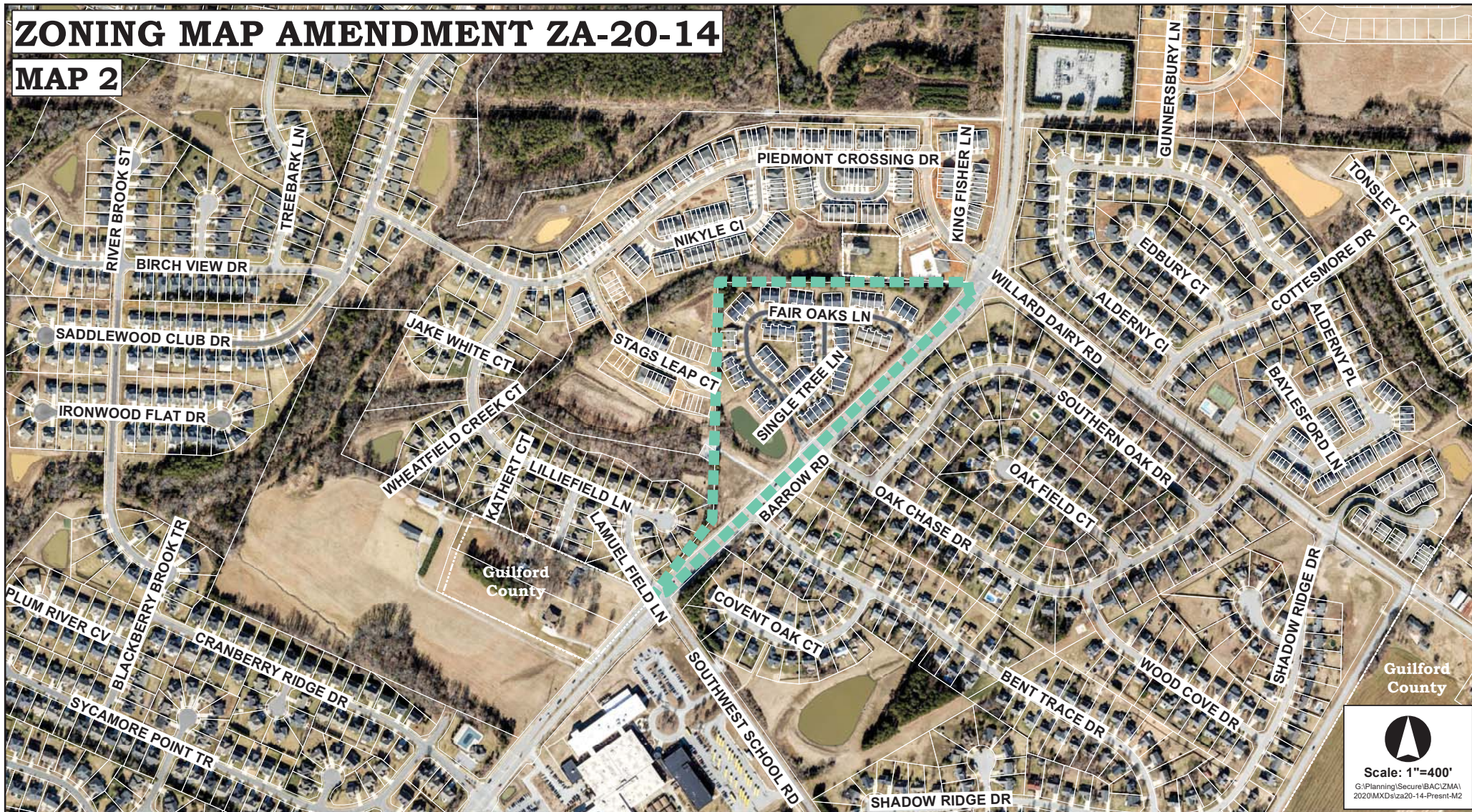
ZONING MAP AMENDMENT ZA-20-14

MAP 2



ZONING MAP AMENDMENT ZA-20-14

MAP 2



Guilford
County



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MAP #3

Location: Orchard Knob Town Home Subdivision

(Lying along the north side of Skeet Club Road, approximately 1,400 feet west of Johnson Street)

St. Andrews Town Home Subdivision

(Lying along the south side of Skeet Club Road, approximately 1,400 feet west of Johnson Street)

Current Uses: Townhomes

Comparison of Current and Proposed Zoning

	Current Zoning	Proposed Zoning
	Conditional Use Residential Multifamily – 5 (CU RM-5) District	Residential Multifamily – 5 (CU RM-5) District
<i>Purpose & Intent:</i>	<u>RM-5 District</u> The RM-5 district is established to accommodate a mix of residential development at densities of 5 units an acre, that are served by public water and sewer. Complimentary uses such as open space, schools, utilities, religious institutions and recreational facilities are also allowed. District regulations discourage any use that interferes with the development of residential development or that is detrimental to the residential nature of the district.	<u>RM-5 District</u> Same
<i>Current Uses:</i>	Permitted	Permitted
<i>Conditions</i>	<u>Orchard Knob - 1999 Zoning Approval (CU 99-21)</u> • Allowable uses. • Density, building design and dimensional standards. • Landscaping • Right-of-way dedication, access, installation of vehicular turn lanes. <u>St. Andrews - 2000 Zoning Approval (CU 00-37)</u> • Allowable uses. • Density, building design and dimensional standards. • Landscaping • Right-of-way dedication	None

	Adjacent Zoning	Adjacent Land Use
North:	Residential Single Family – 15 (RS-15) District (<i>Guilford County</i>) Agricultural (AG) District (<i>Guilford County</i>)	Undeveloped
South:	Residential Single Family – 3 (R-3) District	Single family dwellings
East:	Residential Single Family – 15 (RS-15) District (<i>Guilford County</i>) Residential Single Family – 3 (R-3) District	Undeveloped Church and School
West:	Residential Single Family – 3 (R-3) District	Single family dwellings

Land Use Plan Classification
The area is designated as follows: • Low-Density Residential: These areas include primarily single family detached dwellings on individual lots. Development densities in these areas shall not exceed five dwelling units per gross acre.

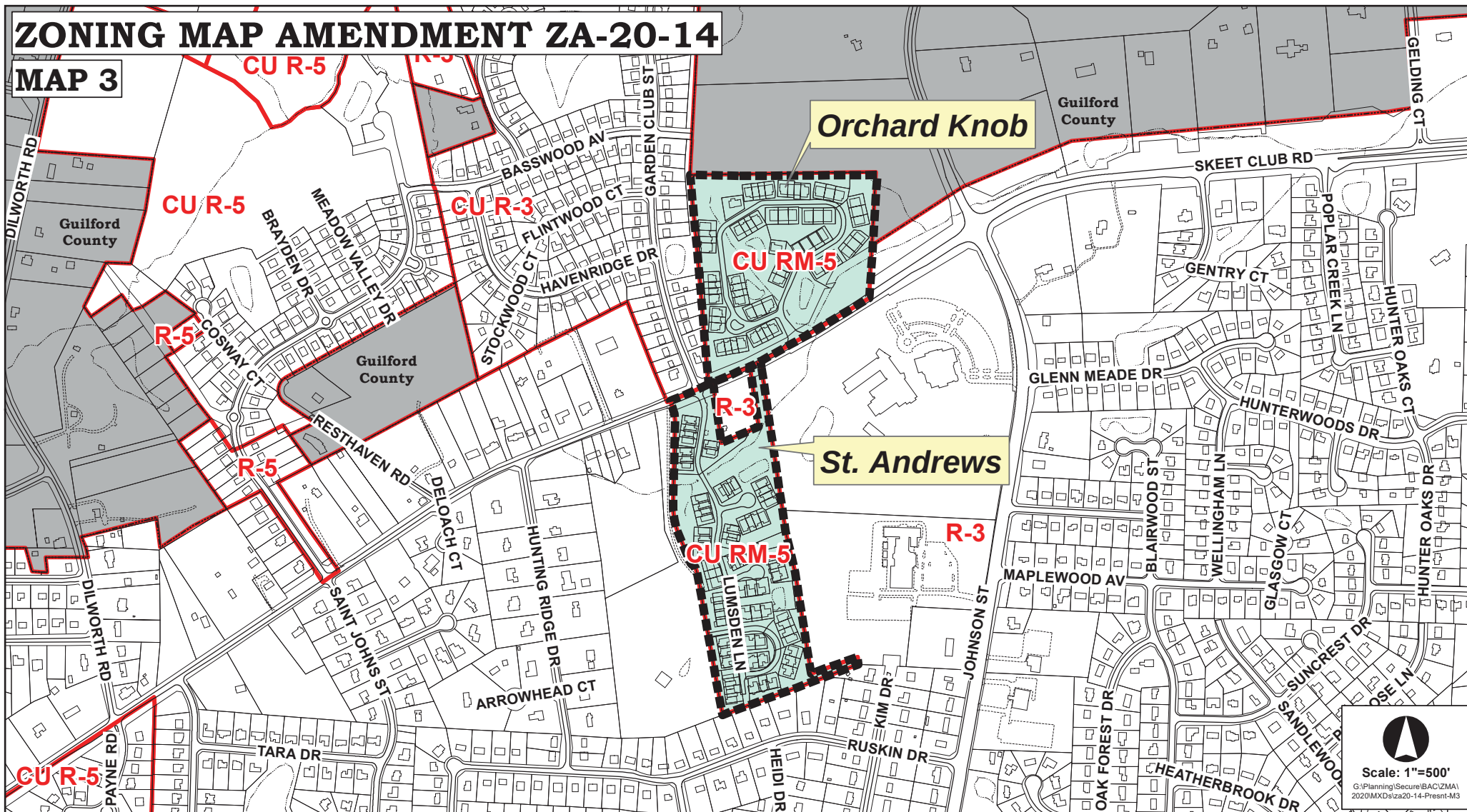
Analysis/Recommendation

Orchard Knob and St. Andrews are both townhome developments that received zoning approval in 1999 and 2000, respectively. They are adjacent to each other along the Skeet Club Road corridor and were granted zoning approval with similar development conditions. The primary purpose of this rezoning is to remove the conditional use (CU) designation as development conditions from their zoning approvals were met upon completion of the developments.

Staff recommends rezoning the Orchard Knob development from the CU RM-5 District to a RM-5 District and rezoning the St. Andrews development from the CU RM-5 District to a RM-5 District.

ZONING MAP AMENDMENT ZA-20-14

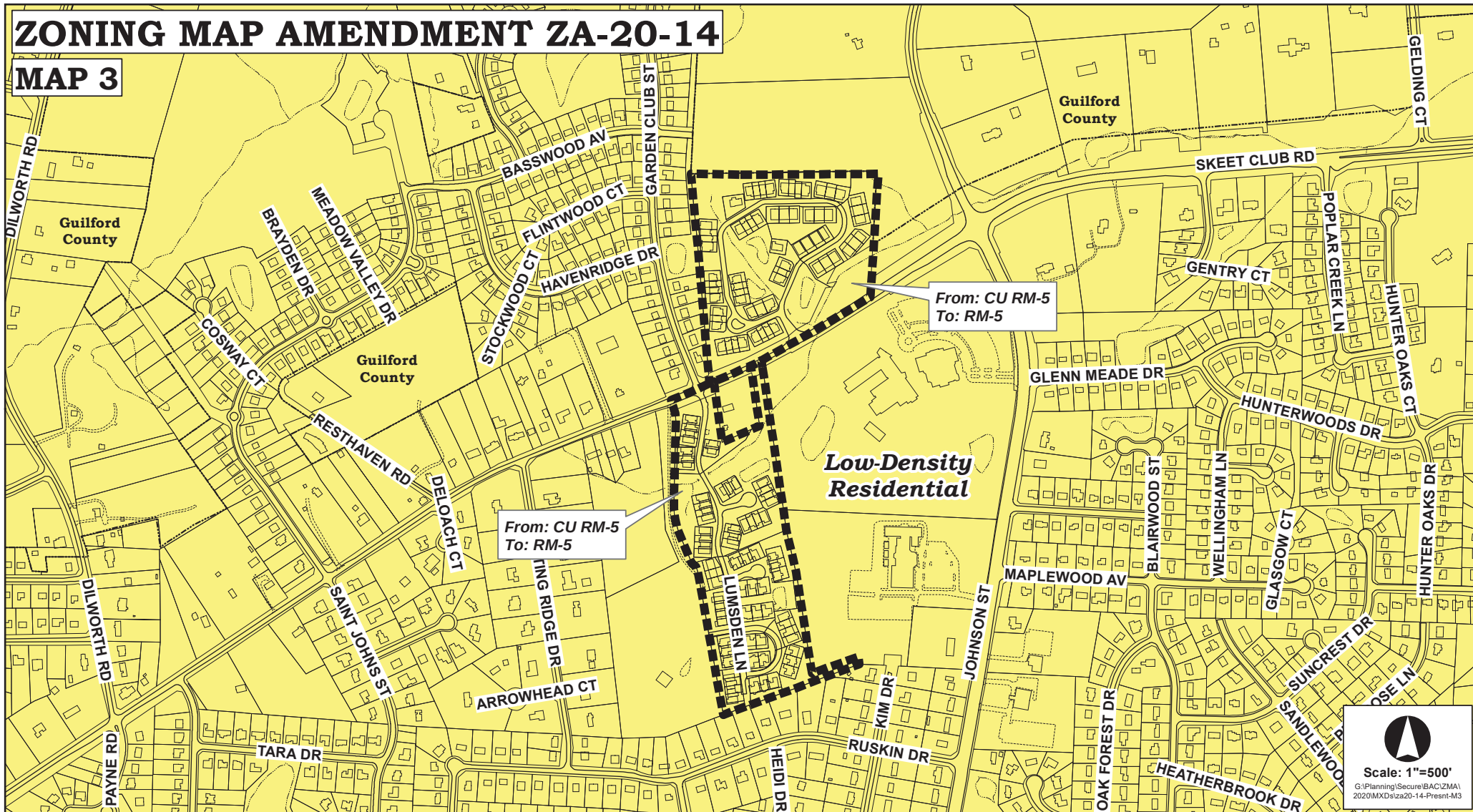
MAP 3




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ZONING MAP AMENDMENT ZA-20-14

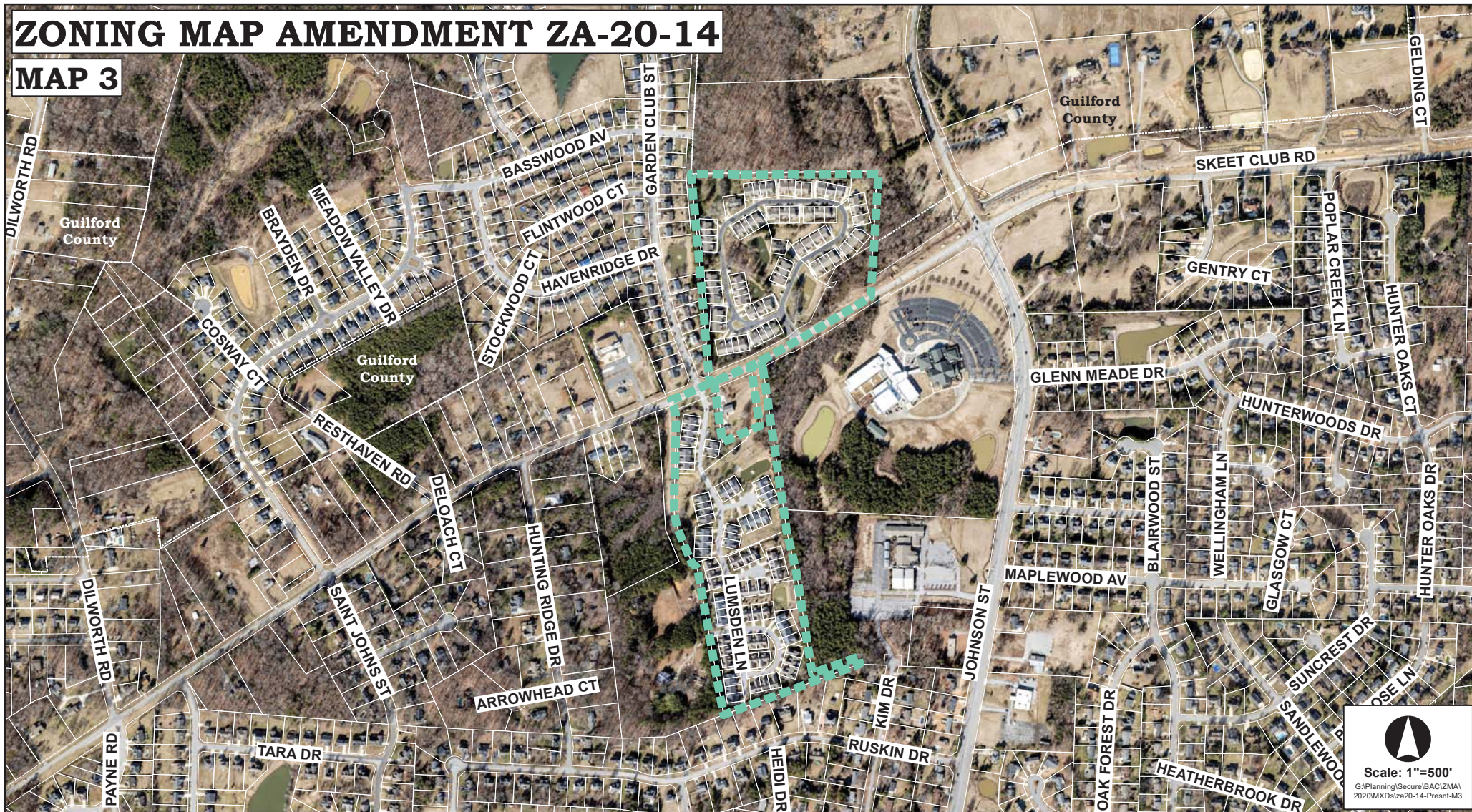
MAP 3



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ZONING MAP AMENDMENT ZA-20-14

MAP 3



MAP #4

Location: Deerfield Townhome Subdivision

(Lying along the east side of Skeet Club Road and south of Wyndham Avenue)

Current Uses: Townhomes

Comparison of Current and Proposed Zoning

	Current Zoning	Proposed Zoning
	Conditional Use Residential Multifamily – 5 (CU RM-5) District	Residential Multifamily – 5 (CU RM-5) District
<i>Purpose & Intent:</i>	<u>RM-5 District</u> The RM-5 district is established to accommodate a mix of residential development at densities of 5 units an acre, that are served by public water and sewer. Complimentary uses such as open space, schools, utilities, religious institutions and recreational facilities are also allowed. District regulations discourage any use that interferes with the development of residential development or that is detrimental to the residential nature of the district.	<u>RM-5 District</u> Same
<i>Current Uses:</i>	Permitted	Permitted
<i>Conditions</i>	<u>1996 Zoning Approval (CU 96-13)</u> • Allowable uses. • Density, building design and dimensional standards. • Landscaping • Exterior lighting • Vehicular turn lanes.	None

	Adjacent Zoning	Adjacent Land Use
North:	Residential Single Family – 3 (R-3) District	Single family dwellings
South:	Residential Single Family – 3 (R-3) District	Single family dwellings
East:	Residential Single Family – 3 (R-3) District	Single family dwellings
West:	Conditional Zoning Residential Multifamily – 16 (CZ RM-16) District	Single family dwelling

Land Use Plan Classification

The area is designated as follows:

- **Low-Density Residential:** These areas include primarily single family detached dwellings on individual lots. Development densities in these areas shall not exceed five dwelling units per gross acre.

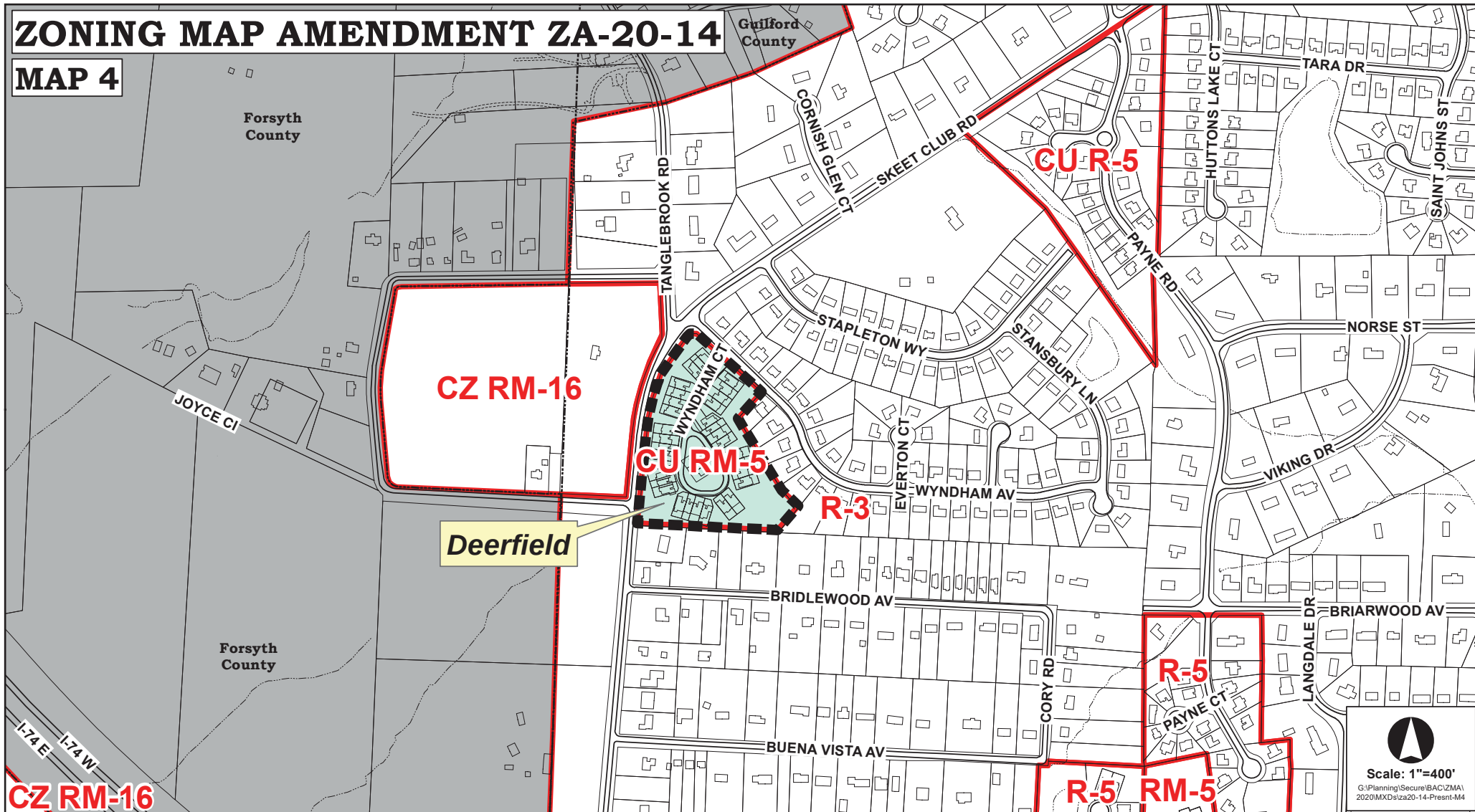
Analysis/Recommendation

The Deerfield development received its current zoning approval in 1996 and developed as a townhome subdivision. The primary purpose of this rezoning is to remove the conditional use (CU) designation as development conditions from the 1996 zoning approval were met upon completion of the development.

Staff recommends rezoning the Deerfield subdivisions from the CU RM-5 to a RM-5 District.

ZONING MAP AMENDMENT ZA-20-14

MAP 4



Scale: 1"=400'
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ZONING MAP AMENDMENT ZA-20-14

MAP 4

Restricted Industrial

Medium-Density Residential

Low-Density Residential

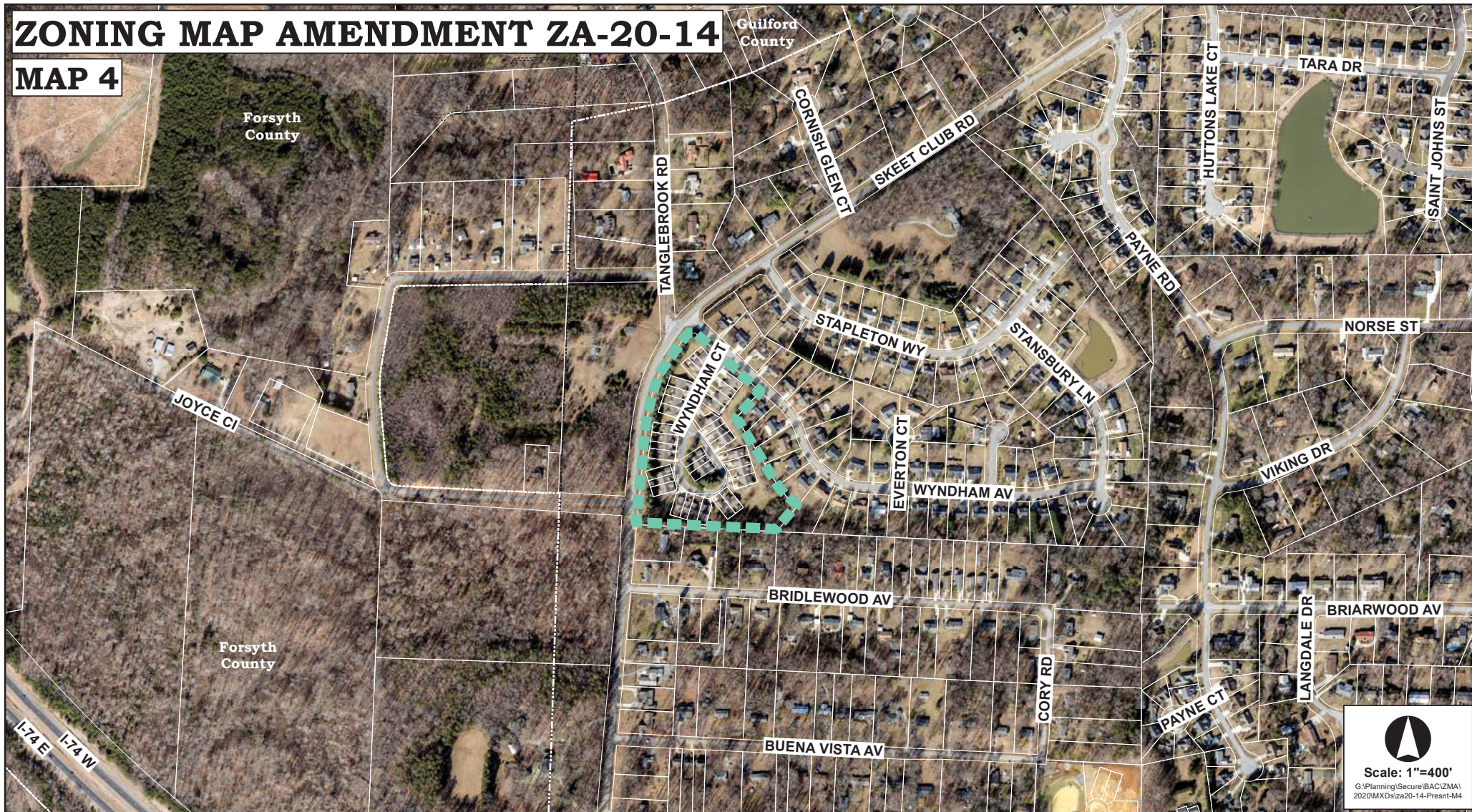
Low-Density Residential

From: CU RM-5
To: RM-5

Scale: 1"=400'
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ZONING MAP AMENDMENT ZA-20-14

MAP 4



MAP #5

Location: **Heritage Ridge subdivision**

(Lying along the north side of Hedgecock road, approximately 2,500 feet west of Old Plank Road)

Ashebrook Place subdivision

(Located approximately 1,500 feet north of the intersection of Hedgecock Road and Old Plank Road (north of the Phillips Soccer Complex))

Hedgecock Place development

(Lying at the northeast corner of Hedgecock Road and Old Plank Road)

Mason Manor development

(lying approximately 850 feet west of N. Main Street and approximately 110 feet north of Hedgecock Road)

Current Uses: Heritage Ridge subdivision – Twin development

Ashebrook Place subdivision - Townhome development

Hedgecock Place - Multifamily (condominium) development

Mason Manor – undeveloped portion of a multifamily (apartment) development

Comparison of Current and Proposed Zoning

	Current Zoning	Proposed Zoning
	Conditional Use Residential Multifamily – 16 (CU RM-16) District	Residential Multifamily – 5 (CU RM-16) District
<i>Purpose & Intent:</i>	<u>RM-16 District</u> The RM-16 district is established to accommodate a mix of residential development at around 16 units an acre, that is served by public water and sewer. District regulations encourage the development of functioning neighborhoods that include a mix of housing types and a variety of institutional uses. Complimentary uses such as open space, schools, utilities, religious institutions, and recreational facilities are also allowed.	<u>RM-16 District</u> Same
<i>Current Uses:</i>	Permitted	Permitted
<i>Conditions</i>	<u>Heritage Ridge subdivision 2004 Zoning Approval (CU 04-12)</u> • Allowable uses. • Development & dimensional standards. • Architectural design features • Landscaping, fencing and screening • Lot combination • Environmental Sensitive Areas, floodplain development and stream buffers	None

	• Right-of-way dedication, access, installation of vehicular turn lanes. <u>Ashebrook subdivision 2003 Zoning Approval (CU 03-05)</u> • Allowable uses. • Development & dimensional standards. • Off-street parking • Architectural design features • Landscaping, fencing and screening • Vehicular access <u>Hedgecock Place 2001 Zoning Approval (CU 01-06)</u> • Prohibited uses • Right-of-way dedication and vehicular access. <u>Mason Manor 2002 Zoning Approval (CU 02-17)</u> • Lot combination • Vehicular access	
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	Adjacent Zoning	Adjacent Land Use
North:	Residential Agriculture-3 District (Davidson County) Conditional Use General Business (CU-GB) District Residential Multifamily – 16 (RM-16) District	Single family dwellings and undeveloped parcels Undeveloped Parcel Apartment complex
South:	Planned Development Residential (PDR) District Residential Single Family – 5 (R-5) District	Single family dwellings
East:	Residential Multifamily – 16 (RM-16) District Residential Single Family – 5 (R-5) District	Apartment complex and single family dwellings
West:	Residential Agriculture-3 District (Davidson County)	Single family dwellings

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

MAP #5

Analysis/Recommendation

Map #5 pertains to the Heritage Ridge, Ashebrook Place and Hedgecock Place subdivisions, which are located along the north side of Hedgecock Road adjacent to the Phillips Soccer Complex. These four developments obtained their current zoning approvals between 2001 and 2004. Although each has their own specific development conditions, they were all granted CU RM-16 District zoning. The primary purpose of this rezoning is to remove the conditional use (CU) designation as conditions from their zoning approvals were met upon the completion of these developments.

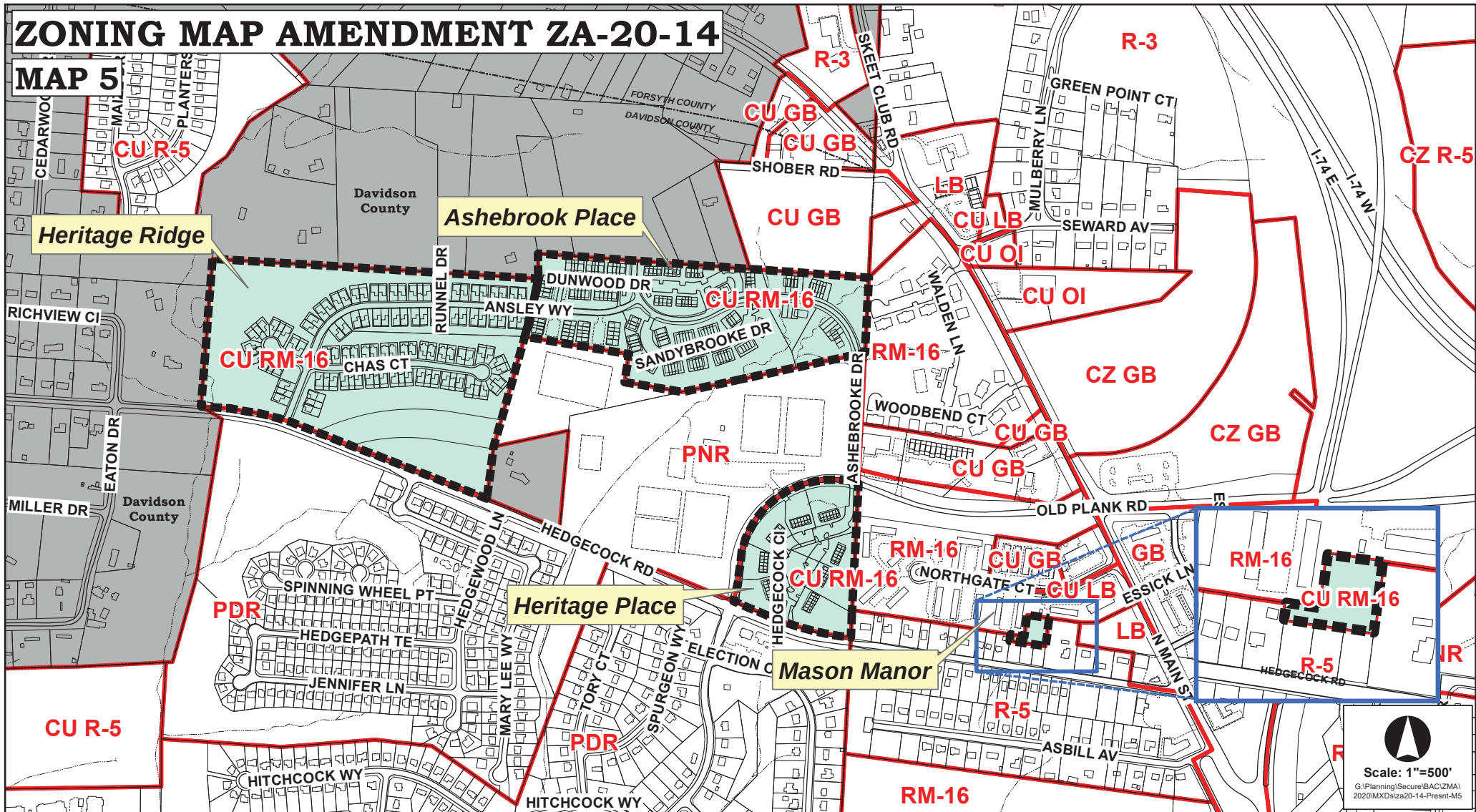
The final parcel depicted on Map #5 is a 0.5 acre undeveloped parcel that is part of the Mason Manor apartment complex lying along Northgate Court. The parcel has no street frontage and lies between Northgate Court and Hedgecock Road. In 2002 it was rezoned to the CU RM-16 District to support development of an additional multifamily structure for the apartment complex. Parcels along this segment of Hedgecock Road are zoned R-3 District, which does not permit multifamily uses, and has developed with single family dwellings. Zoning conditions for this 0.5 acre parcel were intended to ensure access would be taken from Northgate Court and not from Hedgecock Road. With the adoption of the current Development Ordinance in 2017, access standards now specifically prohibit driveway access through single family zoned property to a multifamily property, thus removing the need for the CU zoning for this 0.5 acre parcel.

Staff recommends rezoning the following:

1. Rezone the Heritage Ridge subdivision from the CU RM-16 District to a RM-16 District.
2. Rezone the Ashebrook subdivision from the CU RM-16 District to a RM-16 District.
3. Rezone the Hedgecock Place Condominium from the CU RM-16 District to a RM-16 District.
4. Rezone the undeveloped parcel at 130 Hedgecock Road from the CU RM-16 District to a RM-16 District.

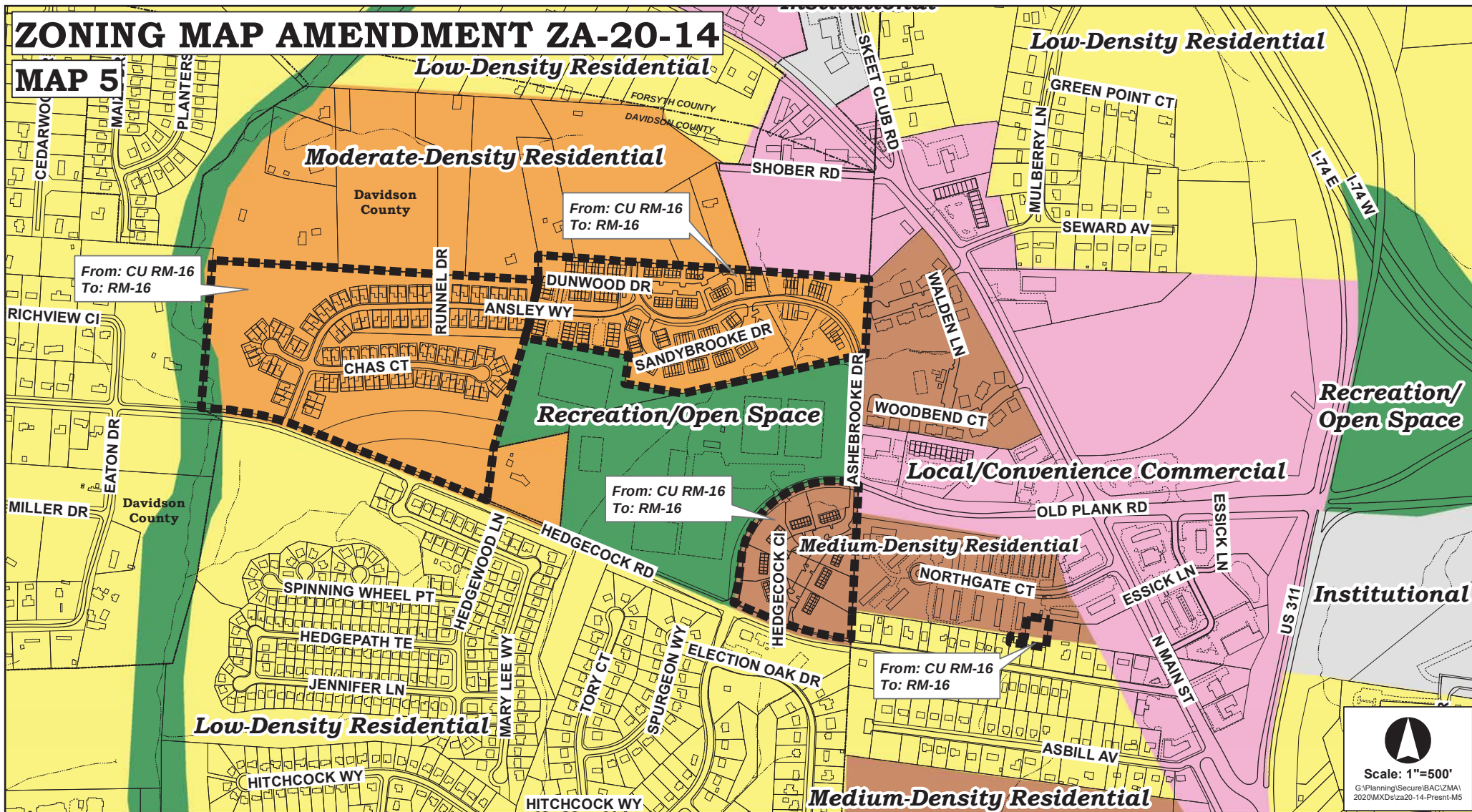
ZONING MAP AMENDMENT ZA-20-14

MAP 5



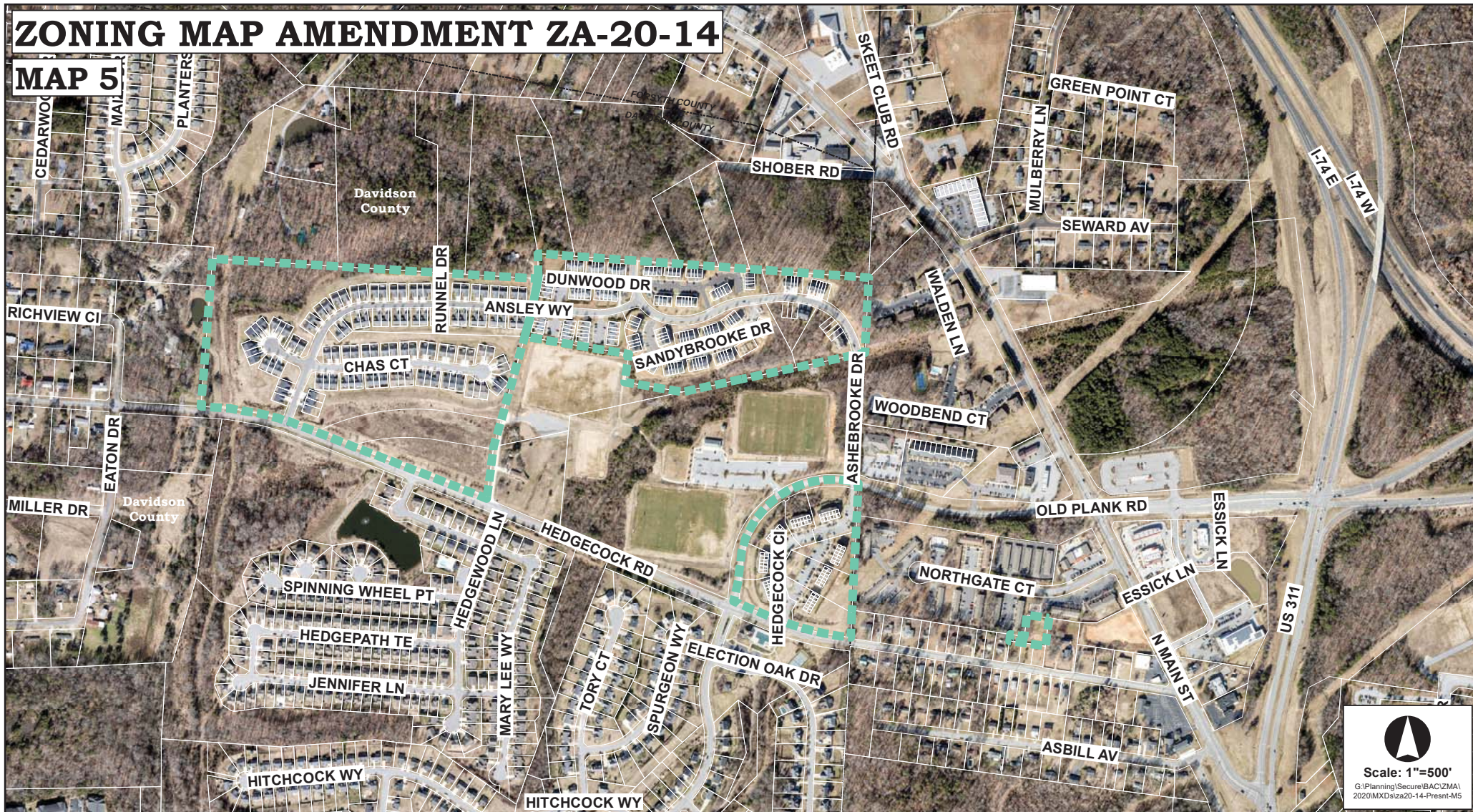
ZONING MAP AMENDMENT ZA-20-14

MAP 5



ZONING MAP AMENDMENT ZA-20-14

MAP 5




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AN ORDINANCE AMENDING “THE CITY OF HIGH POINT, NORTH CAROLINA DEVELOPMENT ORDINANCE,” PURSUANT TO SECTION 2.4.19, ZONING MAP AMENDMENT, OF THE DEVELOPMENT ORDINANCE.

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

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on July 28, 2020 and before the City Council of the City of High Point on August 17, 2020 regarding **Zoning Map Amendment Case 20-14 (ZA-20-14)**, proposed amendments 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 February 16, 2020, for the Planning and Zoning Commission public hearing and on March 4 & 11, 2020, for the City Council public hearing pursuant to Chapter 160A-364 of the General Statutes of North Carolina; and

WHEREAS, the proposed amendment was adopted by the City Council of the City of High Point on **August 19, 2020**.

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

SECTION 1

Saddlebrook Subdivision

That the Official Zoning Map of the City of High Point be amended to establish the following described area shown on Map 1 as: **Residential Single Family – 5 (R-5) District and Residential Multifamily 5 (RM-5) District**. The parcels shown on Map 1 total approximately 44 acres and are located along the west side of Sandy Ridge Road and south of Bame Road. The parcels are part of the Saddlebrook Subdivision (PB 167 PG 59 as recorded in the Guilford County Register of Deeds Office) and also known as Guilford County Tax Parcels 215659 through 215798, 223211, 223308, 223683 through 223692, 224095 through 224105 and 226183 through 226186.

SECTION 2

Fair Oaks at Bent Tree Townhome Subdivision

That the Official Zoning Map of the City of High Point be amended to establish the following described area shown on Map 2 as: **Residential Multifamily 5 (RM-5) District**. The parcels shown on Map 2 total approximately 14.8 acres and are located along the west side of Barrow Road and south of Willard Dairy Road. The parcels are part of the Fair Oaks at Bent Tree Townhome Subdivision and known as Guilford County Tax Parcels 210161 through 210217.

SECTION 3

Orchard Knob Town Home Subdivision

That the Official Zoning Map of the City of High Point be amended to establish the following described area shown on Map 3 as: **Residential Multifamily 5 (RM-5) District**. The parcels shown on Map 3 total approximately 19.14 acres and are located along the north side of Skeet Club Road, approximately 1,400 feet west of Johnson Street. The parcels are part of the Orchard Knob Town Home Subdivision (PB 140 PG 22, PB 147 PG 143 and PB 156 PG 72 as recorded in the Guilford County Register of Deeds Office) and also known as Guilford County Tax Parcels 212403 through 212470.

SECTION 4

St. Andrews Town Home Subdivision

That the Official Zoning Map of the City of High Point be amended to establish the following described area shown on Map 3 as: **Residential Multifamily 5 (RM-5) District**. The parcels shown on Map 3 total approximately 18.77 acres and are located along the south side of Skeet Club Road, approximately 1,400 feet west of Johnson Street. The parcels are part of the St. Andrews Town Home Subdivision and also known as Guilford County Tax Parcels 203416, 203417, 203475 through 203556.

SECTION 5

Deerfield Townhome Subdivision

That the Official Zoning Map of the City of High Point be amended to establish the following described area shown on Map 4 as: **Residential Multifamily 5 (RM-5) District**. The parcels shown on Map 4 total approximately 31 acres and are located along the along the east side of Skeet Club Road and south of Wyndham Avenue. The parcels are part of the Deerfield Townhome Subdivision and also known as Guilford County Tax Parcels 199173 through 199208.

SECTION 6

Ashebrook Townhome Subdivision

That the Official Zoning Map of the City of High Point be amended to establish the following described area shown on Map 5 as: **Residential Multifamily 16 (RM-16) District**. The parcels shown on Map 5 total approximately 22.91 acres and are located approximately 1,500 feet north of the intersection of Hedgecock Road and Old Plank Road (north of the Phillips Soccer Complex). The parcels are part of the Ashebrook Townhome Subdivision and also known as Davidson County Parcels 6882-03-03-0835, 6882-03-03-0855, 6882-03-93-0723, 6882-04-03-0505, 6882-04-03-0508, 6882-04-93-6525, 6882-04-93-6537, 6882-04-93-6539, 6882-04-93-6631, 6882-04-93-6752, 6882-04-93-6754, 6882-04-93-6766, 6882-04-93-6768, 6882-04-93-6860, 6882-04-93-7542, 6882-04-93-7554, 6882-04-93-7556, 6882-04-93-7557, 6882-04-93-7660, 6882-04-93-7795, 6882-04-93-7877, 6882-04-93-7897, 6882-04-93-8581, 6882-04-93-8583, 6882-04-93-8595, 6882-04-93-8596, 6882-04-93-8599, 6882-04-93-8714, 6882-04-93-8734, 6882-04-93-8754, 6882-04-93-8774, 6882-04-93-8817, 6882-04-93-8837, 6882-04-93-8851, 6882-04-93-8886, 6882-04-93-9499, 6882-04-93-9591, 6882-04-93-9593, 6882-04-93-9724, 6882-04-93-9754, 6882-04-93-9793, 6882-04-93-9806, 6882-04-93-9826, 6882-04-93-

9846, 6892-03-03-0815, 6892-03-03-1477, 6892-03-03-1479, 6892-03-03-1483, 6892-03-03-1485, 6892-03-03-1564, 6892-03-03-1576, 6892-03-03-1588, 6892-03-03-1895, 6892-03-03-2317, 6892-03-03-2336, 6892-03-03-2355, 6892-03-03-2364, 6892-03-03-2383, 6892-03-03-2730, 6892-03-03-2760, 6892-03-03-2780, 6892-03-03-2815, 6892-03-03-2835, 6892-03-03-2865, 6892-03-03-3342, 6892-03-03-3372, 6892-03-03-3383, 6892-03-03-3436, 6892-03-03-3439, 6892-03-03-3512, 6892-03-03-3520, 6892-03-03-3700, 6892-03-03-3815, 6892-03-03-3834, 6892-03-03-3854, 6892-03-03-3874, 6892-03-03-4303, 6892-03-03-4323, 6892-03-03-4374, 6892-03-03-4408, 6892-03-03-4429, 6892-03-03-4449, 6892-03-03-4469, 6892-03-03-4580, 6892-03-03-4618, 6892-03-03-4648, 6892-03-03-4658, 6892-03-03-4678, 6892-03-03-4698, 6892-03-03-4863, 6892-03-03-4883, 6892-03-03-5305, 6892-03-03-5315, 6892-03-03-5335, 6892-03-03-5356, 6892-03-03-5531, 6892-03-03-5562, 6892-03-03-5572, 6892-03-03-5593, 6892-03-03-5726, 6892-03-03-5803, 6892-03-03-5823, 6892-03-03-6317, 6892-03-03-6338, 6892-03-03-6359, 6892-03-03-6369, 6892-03-03-6480, 6892-03-03-6513, 6892-03-03-6566, 6892-03-03-6588, 6892-03-03-6701, 6892-03-03-6722, 6892-03-03-6733, 6892-03-03-6754, 6892-03-03-6775, 6892-03-03-7474, 6892-03-03-7509, 6892-03-03-7610, 6892-03-03-7796, 6892-03-03-7798, 6892-03-03-7890, 6892-03-03-7892, 6892-03-03-8305, 6892-03-03-8554, 6892-03-03-9674, 6892-03-03-9797, 6892-03-13-0510, 6892-03-13-0603, 6892-03-13-0633, 6892-03-13-0717, 6892-03-13-0737, 6892-03-13-0757, 6892-03-13-1439, 6892-03-13-1584, 6892-03-13-1592, 6892-03-13-1725, 6892-03-13-1745, 6892-03-13-1764, 6892-03-13-1774, 6892-03-13-2417, 6892-03-13-2500, 6892-03-13-2703, 6892-03-13-2782, 6892-04-03-9773, 6892-04-03-9895.

SECTION 7

Hedgecock Place Condominium

That the Official Zoning Map of the City of High Point be amended to establish the following described area shown on Map 5 as: **Residential Multifamily 16 (RM-16) District**. The parcels shown on Map 5 total approximately 8.5 acres and are located at the northeast corner of Hedgecock Road and Old Plank Road. The parcels are part of the Hedgecock Place Condominium development and also known as Davidson County Parcels 6892-03-02-8157, 6892-03-02-8159, 6892-03-02-8159, 6892-03-02-8164, 6892-03-02-8166, 6892-03-02-8172, 6892-03-02-8178, 6892-03-02-8179, 6892-03-02-8181, 6892-03-02-8186, 6892-03-02-8193, 6892-03-02-8195, 6892-03-02-8234, 6892-03-02-8236, 6892-03-02-8249, 6892-03-02-8254, 6892-03-02-8256, 6892-03-02-8258, 6892-03-02-8269, 6892-03-02-8341, 6892-03-02-8343, 6892-03-02-8361, 6892-03-02-8363, 6892-03-02-8389, 6892-03-02-8460, 6892-03-02-8472, 6892-03-02-8483, 6892-03-02-8491, 6892-03-02-8495, 6892-03-02-9038, 6892-03-02-9101, 6892-03-02-9238, 6892-03-02-9367, 6892-03-02-9402, 6892-03-02-9406, 6892-03-02-9414, 6892-03-02-9417, 6892-03-02-9425, 6892-03-02-9437, 6892-03-12-0044, 6892-03-12-0055, 6892-03-12-0062, 6892-03-12-0067, 6892-03-12-0074, 6892-03-12-0078, 6892-03-12-0085, 6892-03-12-0089, 6892-03-12-0097, 6892-03-12-0115, 6892-03-12-0191, 6892-03-12-0237, 6892-03-12-0409, 6892-03-12-0417, 6892-03-12-0438, 6892-03-12-0449, 6892-03-12-0453, 6892-03-12-0469, 6892-03-12-0489, 6892-03-12-0520, 6892-03-12-0531, 6892-03-12-0561, 6892-03-12-0572, 6892-03-12-1008, 6892-03-12-1110, 6892-03-12-1127, 6892-03-12-1139, 6892-03-12-1146, 6892-03-12-1157, 6892-03-12-1169, 6892-03-12-1240, 6892-03-12-1252, 6892-03-12-1263, 6892-03-12-1270, 6892-03-12-1274, 6892-03-12-1282, 6892-03-12-1284, 6892-03-12-1316, 6892-03-12-1544, 6892-03-12-1552, 6892-03-12-1562, 6892-03-12-1564, 6892-03-12-

1575, 6892-03-12-1583, 6892-03-12-1595, 6892-03-12-2209, 6892-03-12-2229, 6892-03-12-2311, 6892-03-12-2313, 6892-03-12-2324, 6892-03-12-2326, 6892-03-12-2328, 6892-03-12-2331, 6892-03-12-2332, 6892-03-12-2334, 6892-03-12-2346, 6892-03-12-2347, 6892-03-12-2426, 6892-03-12-2503, 6892-03-12-2514, 6892-03-12-2516, 6892-03-12-2526, 6892-03-12-2534, 6892-03-12-9497, 6892-03-12-9499.

SECTION 8

Heritage Ridge Townhome Subdivision

That the Official Zoning Map of the City of High Point be amended to establish the following described area shown on Map 5 as: **Residential Multifamily 16 (RM-16) District**. The parcels shown on Map 5 total approximately 34.15 acres and are located along the north side of Hedgecock road, approximately 2,500 feet west of Old Plank Road. The parcels are part of the Heritage Ridge Townhome Subdivision and also known as Davidson County Parcels 6682-04-83-2232, 6882-04-83-0399, 6882-04-83-0456, 6882-04-83-0483, 6882-04-83-0572, 6882-04-83-0594, 6882-04-83-1348, 6882-04-83-1377, 6882-04-83-1527, 6882-04-83-1587, 6882-04-83-2119, 6882-04-83-2246, 6882-04-83-2315, 6882-04-83-2488, 6882-04-83-2515, 6882-04-83-2543, 6882-04-83-2717, 6882-04-83-3154, 6882-04-83-3168, 6882-04-83-3271, 6882-04-83-3385, 6882-04-83-3426, 6882-04-83-3578, 6882-04-83-3691, 6882-04-83-4229, 6882-04-83-4268, 6882-04-83-4463, 6882-04-83-4636, 6882-04-83-4679, 6882-04-83-5208, 6882-04-83-5259, 6882-04-83-5299, 6882-04-83-5403, 6882-04-83-5463, 6882-04-83-5524, 6882-04-83-5557, 6882-04-83-5712, 6882-04-83-5754, 6882-04-83-6239, 6882-04-83-6299, 6882-04-83-6403, 6882-04-83-6464, 6882-04-83-6620, 6882-04-83-6661, 6882-04-83-6715, 6882-04-83-6756, 6882-04-83-7320, 6882-04-83-7360, 6882-04-83-7414, 6882-04-83-7464, 6882-04-83-7632, 6882-04-83-7672, 6882-04-83-7716, 6882-04-83-7766, 6882-04-83-8320, 6882-04-83-8360, 6882-04-83-8391, 6882-04-83-8414, 6882-04-83-8475, 6882-04-83-8632, 6882-04-83-8672, 6882-04-83-8716, 6882-04-83-8766, 6882-04-83-9221, 6882-04-83-9361, 6882-04-83-9390, 6882-04-83-9415, 6882-04-83-9475, 6882-04-83-9632, 6882-04-83-9672, 6882-04-83-9726, 6882-04-83-9757, 6882-04-83-9797, 6882-04-92-0856, 6882-04-93-0299, 6882-04-93-0330, 6882-04-93-0414, 6882-04-93-0473, 6882-04-93-0632, 6882-04-93-0682, 6882-04-93-1228, 6882-04-93-1268, 6882-04-93-1413, 6882-04-93-1472, 6882-04-93-1642, 6882-04-93-1682, 6882-04-93-1747, 6882-04-93-1796, 6882-04-93-2226, 6882-04-93-2254, 6882-04-93-2293, 6882-04-93-2421, 6882-04-93-2473, 6882-04-93-2642, 6882-04-93-2682, 6882-04-93-2756, 6882-04-93-2796, 6882-04-93-3245, 6882-04-93-3279, 6882-04-93-3369, 6882-04-93-3422, 6882-04-93-3641, 6882-04-93-3691, 6882-04-93-3756, 6882-04-93-3795, 6882-04-93-4641, 6882-04-93-4690, 6882-04-93-4755, 6882-04-93-4795.

SECTION 9

130 Hedgecock Road

That the Official Zoning Map of the City of High Point be amended to establish the following described area shown on Map 5 as: **Residential Multifamily 16 (RM-16) District**. The parcel shown on Map 5 total approximately 0.46 acres and are located approximately 850 feet west of N. Main Street and approximately 110 feet north of Hedgecock Road. The parcel is addressed as 130 Hedgecock Road and also known as Guilford County Tax Parcel 228497.

SECTION 10

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 11

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

SECTION 12.

This ordinance shall become effective upon the date of adoption.

Adopted by the City Council
City of High Point, North Carolina
The 19th day of August, 2020

By: _____

Jay W. Wagner, Mayor

ATTEST:

Lisa B. Vierling, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Approval of Delegation of Authority

From: Michael E. McNair Director CD&H

Meeting Date: Monday, August 17, 2020

Public Hearing: Not Required

Advertising Date:

Advertised By:

Attachments: Delegation of Authority to Act as Certifying Officer

PURPOSE:

The Delegation of Authority authorizes the City Manager or his designee to execute federal grant related documents.

BACKGROUND:

HUD regulations require that the City designate a certifying officer and authorize him/her to execute federal grant related documents.

BUDGET IMPACT:

N/A

RECOMMENDATION / ACTION REQUESTED:

The Community Development and Housing Department recommends approval of the Delegation of Authority to Act as Certifying Officer and that the appropriate City official and/or employee be authorized to execute all necessary documents.

Delegation of Authority to Act as Certifying Officer

I, Jay W. Wagner, the Chief Elected Officer of the City of High Point, do hereby delegate to Randy McCaslin, Interim City Manager, an official of the City of High Point, or his designee, all authority necessary to act as Certifying Officer for the City of High Point under Section 104(g) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5304(g)) (HUD Act), in connection with the receipt of assistance from the U. S. Department of Housing and Urban Development (HUD) under Title 1 of the HUD Act. Such authority hereby delegated includes, but is not limited to, the authority to execute the certification required under Section 104(g) of the HUD Act; the authority to specify when appropriate that the jurisdiction has fully carried out its responsibilities for environmental review, decision making and action under Section 104(g)(1) of the HUD Act; the authority to consent to assume the status of a responsible Federal Official under the National Environmental Policy Act of 1969 and other provisions of law specified in the regulations of HUD in 24 CFR Part 58; and the authority to consent on behalf of the City of High Point and himself or herself to acceptance of the jurisdiction of the Federal courts for the purpose of enforcement of his or her responsibilities as responsible Federal Official.

Enacted on this _____ day of August, 2020.

City of High Point

BY: _____

Jay W. Wagner, Mayor

ATTEST: _____

Lisa B. Vierling, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Contract Continuation-Asplundh-FY 2020-21

From: Garey S. Edwards, Electric Utilities Director
Tyler Berrier,

Meeting Date: August 17, 2020

Public Hearing: N/A

Advertising Date /

Advertised By: N/A

Attachments: Asplundh Contract

PURPOSE:

Acceptance/Continuation of this contract will allow Asplundh Tree Expert Co. to provide line clearance tree services (tree trimming) for the upcoming fiscal year.

BACKGROUND:

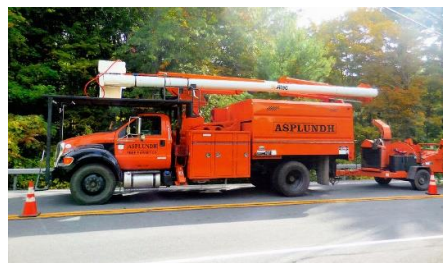
Each year High Point participates in the ElectriCities Joint Purchasing Agreement. This program has allowed Cities to bid as a large quantity, usually resulting in lower pricing. One of the many services offered in this program is tree trimming. ElectriCities has bid the Tree Trimming contract and Asplundh Tree Expert Co. was the lowest responsive bidder. This contract is for the upcoming year and can be extended year to year, if both parties wish to continue.

BUDGET IMPACT:

We estimate these services at \$1,161,800 for the next fiscal year.

RECOMMENDATION / ACTION REQUESTED:

We recommend that the City Council proceed with the approval of the agreement and continue utilizing Asplundh Tree Expert Co. for the next fiscal year.



SERVICES AGREEMENT
Tree Trimming #042720-N

WITNESS THIS SERVICES AGREEMENT, made and entered into as of the 6th day of July, 2020, by and between ELECTRICITIES OF NORTH CAROLINA, INC., a joint municipal assistance agency (herein "ElectriCities"), and ASPLUNDH TREE EXPERT, LLC a Pennsylvania limited liability company (herein the "Service Provider").

RECITALS

ElectriCities desires to have the Service Provider provide certain services for each member of ElectriCities which elects to utilize the services of the Service Provider (referred to herein collectively as the "Participating Members" and singularly as a "Participating Member"), and the Service Provider, as an independent Service Provider, desires to provide those services, pursuant to the terms and provisions of this Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the terms and provisions herein contained, IT IS AGREED:

1. **Scope of Work.**

(a) The Service Provider hereby agrees to provide each Participating Member with the services set out in Schedule A attached hereto (the "Services"), as outlined in RFP #042720-N dated April 27, 2020 and described in Service Provider's bid. Each Participating Member shall acknowledge its election to utilize services of the Service Provider by executing an agreement, a copy of which is attached hereto as Exhibit A (the "MC Agreement"), thereby specifically subjecting itself to the rights and obligations under this Agreement; copies of executed MC Agreement shall be provided to the Service Provider upon request. The Service Provider hereby acknowledges the rights of each Participating Member under this Agreement with the same force and effect as if each Participating Member had been a party signatory hereto and each Participating Member shall be considered a party to this Agreement. The Participating Member shall request the desired services from time to time and at any time during the term of this Agreement, but no Participating Member shall be under obligation to request any minimum amount of Services. Each request for Services shall be covered by a separate Service Order substantially in the form attached as Schedule B hereto, which shall be signed and dated by representatives of each party and attached hereto. The Service Provider shall only undertake the Services which it is authorized to provide under the Service Order(s). The Services shall be performed to the satisfaction of each Participating Member and in full compliance with the terms and provisions of this Agreement. The Service Provider shall provide all of the personnel,

materials, equipment, motor vehicles and supervision necessary to perform the Services. All motor vehicles, tools and equipment to be provided by the Service Provider shall be in good condition and suitable for the work to be performed hereunder, and shall be properly maintained to ensure their availability and efficiency in operation.

(b) ElectriCities shall act as the agent of each Participating Member with only that authority and liability as specifically set forth in this Agreement and all actions taken by ElectriCities pursuant to this Agreement shall be solely in that capacity and not on its own behalf. ElectriCities makes no representations or warranties hereunder and shall have no obligation or liability hereunder including, but not limited to, payment for the Services, except in the limited capacity of the agent of each Participating Member as provided hereunder. It is understood and acknowledged that some or all members of ElectriCities may not elect to receive the Services. ElectriCities shall provide a list of the Participating Members, if any, that desire to participate. The Service Provider hereby acknowledges that no minimum number of Participating Members is guaranteed to participate hereunder.

2. **Payment.** The Service Provider will submit all invoicing within ten (10) days after completion of work. If the work will exceed thirty (30) days, the Service Provider may submit monthly invoices. Payments for work performed will be made within 30 days after receipt of the invoice at the rates and terms set forth in Schedule C attached hereto by the Participating Member. The Participating Member shall make all payments directly to the Service Provider and ElectriCities shall have no responsibility or liability for the payment of any services provided to the Participating Member by the Service Provider. There will be no compensation for lost work days which shall include, but not be limited to, work days lost due to inclement weather, equipment malfunctions or Participating Member's scheduled holidays. There shall be no add-on costs to the per unit cost specified on Schedule C, Rates, Charges and Expenses.

3. **Term.** This Agreement shall commence on the date above written and shall continue for a period of one (1) year and from year to year thereafter; provided, however, that either ElectriCities or the Service Provider, for any reason or no reason, may terminate this Agreement immediately by providing the other party with written notice at least thirty days prior to the expiration of the then current term, and each Participating Member that has agreed to be a party to this Agreement may terminate this Agreement as to it immediately by providing ElectriCities and the Service Provider with written notice thereof; provided, further, that in no event shall the term of this Agreement, including any extensions thereof, exceed three (3) years. Upon the termination of its participation under this Agreement by a Participating Member, that Participating Member shall have no further liability or obligation to the Service Provider except for the Participating Member to compensate the Service Provider for the Services performed prior to the date of termination in full compliance with the terms and provisions of this Agreement. Upon the termination of this Agreement by ElectriCities or

the Service Provider, ElectriCities and the Participating Members shall have no further liability or obligation to the Service Provider except that each Participating Member shall remain liable to pay the Service Provider for Services performed prior to the date of termination in full compliance with the terms and provisions of this Agreement. Without in any way limiting a Participating Member's right to terminate this Agreement as provided above, ElectriCities and each Participating Member may also suspend the Services to be performed hereunder for any length of time if, in ElectriCities' or the Participating Member's sole opinion, conditions of weather, flood, strikes or other emergencies make it desirable to do so, or the work is not being performed in full compliance with the terms and provisions of this Agreement. If ElectriCities or a Participating Member suspends the work, it shall provide the Service Provider with reasonable notice of its dissatisfaction with the work or other reason and a reasonable time to bring the work into full compliance with this Agreement. The Participating Member shall not be responsible to pay the Service Provider for any Services or related costs during the period the Service is suspended. Discontinuances of work, and or extensions of time ordered or granted by ElectriCities under this clause shall not be construed in any way as the basis for a claim for extra compensation by the Service Provider including but not limited to, any claim based on loss of efficiency or productivity and shall not operate to release the Service Provider from any of its obligations hereunder. The right of ElectriCities or a Participating Member to suspend the Service shall be in addition to, and not in lieu of, any and all other rights or remedies ElectriCities and the Participating Members may have at law or in equity, and ElectriCities' or a Participating Member's failure to suspend the Service shall not be deemed approval of the Service or a release or waiver of any such rights and remedies.

4 **Warranties and Representations of the Service Provider.** The Service Provider hereby warrants and represents to ElectriCities and the Participating Members that:

(a) All Services and labor supplied by the Service Provider under this Agreement (i) shall fully comply with all of the terms and provisions of this Agreement; and (ii) shall be performed with due care in a workmanlike manner and be free from all defects, omissions, or commission which cause or result in, directly or indirectly, any loss, damage or injury to any person or property.

(b) All parts, products and materials if any are installed by the Service Provider (new, rebuilt or otherwise) are warranted to operate in accordance with the specifications as set forth in Schedule A attached hereto and shall be free from all defects for a period of one(1) year from performance of the Services.

(c) These warranties and representations are in addition to, and not in lieu of, any and all implied warranties and shall survive the performance of the Services.

5. **Preservation of Property.**

(a) The Service Provider shall only enter upon private property for the purpose of performing the Services agreed to hereunder. The Service Provider shall be responsible for the preservation of all public and private property and shall use such precautions as are necessary to prevent damage or injury thereto.

(b) The Service Provider shall be responsible for loss or damage to motor vehicles, materials, equipment and other items used or held in connection with the Services. If the Service Provider's employees are issued any equipment or other property of a Participating Member for use under the Agreement, such employees are expected to return such equipment or other property in the same condition in which it was issued, reasonable wear and tear accepted and take reasonable actions to prevent damage or loss of such equipment or other property. The Service Provider will be required to reimburse each Participating Member for the repair or replacement cost of any lost or damaged equipment or other property of that Participating Member.

(c) All of the Services shall be performed at the Service Provider's risk, and if the Services or any product or material provided in connection therewith is damaged or destroyed in any way prior to completion, the Service Provider shall promptly repair or replace the same at no additional cost or expense to any Participating Member.

6. **Safety and Regulation.**

(a) The Service Provider shall perform the Services under this Agreement with the utmost regard for public safety and welfare, taking all necessary safety precautions as required by each Participating Member or by local, state, and federal authorities to safeguard lives and properties.

(b) The Service Provider shall perform the Services hereunder in strict compliance with each Participating Member's policies and procedures, if it has any that apply to the Services and as they may change from time to time. Each Participating Member shall provide the Service Provider with those policies and procedures prior to or with the Service Order for which they are to apply.

7. **Compliance with Laws**

(a) The Service Provider shall comply with all federal, state and local laws, rules, regulations, and/or ordinances applicable to the Services to be performed hereunder, including, without limitation, those related to environmental protection and safety and health as promulgated by the Secretary of Labor under the Occupational Safety and Health Act of 1970, as amended.

(b) The Service Provider will obtain all of the appropriate governmental licenses and permits necessary to perform the Services to be provided hereunder, including, without limitation, those related to environmental protection and shall maintain such licenses and permits at all times during the term hereof and as otherwise required by law. The Service Provider shall provide each Participating Member, or its designee, with a copy of such licenses and permits upon request.

8. **Service Provider Personnel**

(a) The Service Provider shall at all times be responsible for the conduct and discipline of its employees and provide personnel to perform the Services hereunder with the proper skills, experience, knowledge and technical training necessary, therefore. Any employees of the Service Provider who shall appear in any way unqualified or presents a public image detrimental to a Participating Member, in ElectriCities' or that Participating Member's sole judgment, shall no longer be assigned to perform work for that Participating Member and shall not again perform any work for that Participating Member, without that Participating Member's prior written consent. It shall be the Service Provider's responsibility to conduct adequate background checks on all employees providing Services under this Agreement. The Service Provider shall not permit the use or possession of firearms, alcohol or drugs of any type while conducting Services pursuant to this Agreement. No employee of the Service Provider under the age of 18 shall be permitted to perform any of the Services or permitted on the property owned by the Participating Member or its customers.

(b) Attention is called to the fact that certain portions of the Services calls for workmen skilled not only in their trade but specialized in the particular line required. The Service Provider shall provide that such work shall be performed by workmen who are skilled and specialized in the work to which they are assigned. None of the Service Provider's Level II Technicians or engineers may be withdrawn by the Service Provider from the work without due notification being given to the Participating Member and ElectriCities; provided, however, that no such work withdrawal shall be made if it will jeopardize successful completion of the work. Level II Technicians may be removed, without approval, if they become unavailable for reasons beyond Service Provider's control (such as death disability or resignation of employment) or has been terminated by Service Provider's for cause.

9. **Cooperation** the Service Provider agrees, at its cost and expense, to make available its employees and records and to otherwise cooperate as

reasonably requested by a Participating Member when necessary to participate in any action or proceeding related to the Services to be provided under this Agreement.

10. **Service Provider Identification** The Service Provider, upon request of a Participating Member, shall provide adequate identification for its personnel so that the public can easily identify them.

11. **Books and Records** The Service Provider shall maintain its books and records to support all work performed and all items billed to a Participating Member and shall retain all such books and records for a period of three (3) years following the year in which the Services were performed or earlier termination of this Agreement. In addition, the Service Provider shall maintain all records required by any local, state or federal law, rule or regulation. Each Participating Member or ElectriCities may review and copy all books and records maintained pursuant to this Section 11.

12. **Reports** In addition to all other reports required by this Agreement, the Service Provide shall provide each Participating Member with such other reports, copies and printouts as the Participating Member shall reasonably request in connection with the Services.

13. Indemnification

(a) The Service Provider agrees to **RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS** ElectriCities, and its officials, officers, directors, agents or employees, from and against any and all liability, loss, damages, costs, claims, demands, fines, penalties, cleanup costs and other pollution-related items, expenses and fees (including, without limitation, reasonable attorney's fees and consultant's fees) of whatever type and nature which shall be caused (directly or indirectly) by, arise out of, or in any manner be connected with (i) the Service Provider's provision of Services pursuant to this Agreement; (ii) the Service Provider's breach of this Agreement; (iii) the inaccuracy of any representation or warranty given by the Service Provider pursuant to this Agreement; or (iv) the violation by the Service Provider in the performance of this Agreement of any ordinance, regulation, rule or law of any political subdivision or duly constituted public authority having jurisdiction over the Service Provider or the Participating Members for the work performed under this Agreement; including, without limitation, to the fullest extent caused by the Service Provider's negligent acts, errors or omissions.

(b) The Service Provider agrees to **RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS** the Participating Member, and its officials, officers, directors, agents or employees, from and against any and all liability, loss, damages, costs, claims, demands, fines, penalties, cleanup costs

and other pollution-related items, expenses and fees (including, without limitation, reasonable attorney's fees and consultant's fees) of whatever type and nature which shall be caused (directly or indirectly) by, arise out of, or in any manner be connected with (i) the Service Provider's provision of Services pursuant to this Agreement; (ii) the Service Provider's breach of this Agreement; (iii) the inaccuracy of any representation or warranty given by the Service Provider pursuant to this Agreement; or (iv) the violation by the Service Provider in the performance of this Agreement of any ordinance, regulation, rule or law of any political subdivision or duly constituted public authority having jurisdiction over the Service Provider or the Participating Members for the work performed under this Agreement; including, without limitation, to the fullest extent permitted by law, those that result from the acts or omissions (negligent or otherwise) of the Participating Member, or its officials, officers, directors, agents or employees, related to the Services to be performed under this Agreement, except those that arise from the willful misconduct of the Participating Member, or its officials, officers, directors, agents or employees. Except as may result from Section 19 hereof, in no event shall the Participating Member or its officials, officers, directors, agents or employees, be liable for any incidental, special, consequential, or indirect damages. The Service Provider agrees that the Participating Member, and its officials, officers, directors, agents or employees are third party beneficiaries of the provisions of this Agreement with the right to enforce the same and that their obligations to ElectriCities and its officials, officers, directors, agents or employees hereunder shall be joint and several.

14. **Insurance**

(a) The Service Provider shall not begin to provide any Services under this Agreement until: (i) it has obtained all the insurance required herein; and (ii) if requested by ElectriCities or a Participating Member, it has furnished certificates evidencing such insurance to ElectriCities and/or the Participating Member, or a designee. Every certificate of insurance evidencing the coverage as required herein shall provide that: "No reduction, modification, cancellation or expiration of the policies shall become effective until thirty (30) days from the date of written notice thereof has been given to the Participating Members and ElectriCities." The Service Provider shall obtain and maintain at all times during the term of this Agreement, at its own cost and expense, the following insurance having listed amounts of insurance coverage:

SERVICE PROVIDER SHALL OBTAIN AND MAINTAIN AT IT'S EXPENSE AND SHALL REQUIRE ALL OF IT'S SUBCONTRACTORS TO CARRY, DURING THE TERM OF THIS AGREEMENT, THE INSURANCE COVERAGES SET FORTH BELOW:

TYPE	LIMITS	
Workers Compensation & Employers Liability	Statutory	
	Each Accident	\$600,000
	Disease-Policy Limit	\$600,000
	Disease-Each Employee	\$600,000
Workers Compensation Policy shall be endorsed to waive the rights of subrogation against ElectriCities, the appropriate Power Agency (if any), the Participating Member (if any) and their officers, directors, officials and employees. Form WC 00 03 13 should be attached to policy.		
Commercial General Liability	Each Occurrence	\$6,000,000
	Per Project Aggregate	\$7,000,000
Commercial General Liability Policy shall be written on an occurrence form covering premises-operations, products-completed operations, personal injury and contractual; with no exclusion for liability arising from explosion, collapse or underground property damage		
Automobile Liability	Each Occurrence	\$6,000,000
Auto Policy shall cover all owned, hired or non-owned vehicles.		
Umbrella Liability	Each Occurrence	\$5,000,000

Additional Insured(s)

- General Liability, Automobile Liability and Umbrella Liability Policies shall be endorsed to include ElectriCities, the appropriate Power Agency (if any) and the Participating Member (if any) and their officers, directors, officials and employees as additional insured to the extent of the Service Provider's obligations under the Contract with respect to liability arising out of the Service Provider's ongoing and completed operations. This coverage shall be primary as to (and non-contributory with) any and all insurance (including self-insurance) maintained or otherwise available to the additional insured. The additional insured shall fully cooperate with the contractor and its insurers on any claim.

All insurance policies shall be written by a fully qualified insurance company licensed to provide insurance in the state where services are to be performed. An A M Best rating of at least A- VIII shall be required. Service Provider shall present a certificate of insurance in proper form prior to starting performance of the agreement, confirming compliance with the above requirements. All required policies of insurance shall be endorsed to provide thirty days prior notice of cancellation to ElectriCities and copies of such endorsements and additional insured endorsements shall be attached to certificate of insurance.

Compliance with the above requirements shall in no way limit or restrict Service Provider's obligations under any indemnity agreements in this subcontract. Service Provider acknowledges that the above insurance requirements do not constitute advice or a representation that only such policies or limits of liability are adequate to protect the Service Provider from losses in connection with its business under this agreement.

All policies, except Workers' Compensation, shall be endorsed to name each Participating Member and ElectriCities and, if requested by ElectriCities, the appropriate Power Agency, as additional insured(s), with respect to liability arising out of the Service Provider's Services performed under this Contract using the form of an additional insured endorsement as shall be requested by a Participating Member or ElectriCities. All insurance policies shall be written by a fully qualified insurance company licensed to provide insurance in the state where the Services are to be performed. An A M Best rating of at least A-VI shall be required. The comprehensive general liability insurance to be carried by the Service Provider pursuant to this Agreement shall include coverage for all of the Service Provider's contractual liability under this Agreement with limits not less than those set forth above

(b) At ElectriCities' or a Participating Member's request, the Service Provider may be required to carry greater coverage amounts and/or other types of insurance. Compliance with the above requirements shall in no way limit or restrict the Service Provider's obligations under the indemnity or other provisions of this Agreement. Nothing herein shall be deemed to restrict the amount or types of insurance the Service Provider shall carry and the Service Provider is at risk for making its own decisions regarding those items. The Service Provider acknowledges that no requirement for insurance contained in this Agreement constitutes advice or a representation by the Participating Members or ElectriCities that only such policies, in such amounts, are necessary to protect the Service Provider from losses in connection with its business under this Agreement. Maintenance of this insurance, and the performance by the Service Provider of its obligations under this Section, shall not relieve the Service Provider of liability under any other provisions of this Agreement, including, without limitation, those involving indemnification. Service Provider may adjust its rates in the event greater coverage amount and/or other types of insurance is required.

15. **Confidentiality**

(a) The Service Provider acknowledges and agrees that the information and materials it receives in connection with the Services performed under this Agreement (the "**Confidential Information**") is confidential and a valuable asset, and is disclosed to the Service Provider solely on the condition that it agrees that, during and, for a period of two (2) years after, the term of this Agreement, it will maintain the absolute confidentiality of the Confidential Information, will not use or disclose the Confidential Information in any business

or other capacity, will not disclose the confidential information to anyone not performing the Services under this Agreement, and will not make unauthorized copies of any portion of the Confidential Information disclosed in writing or other tangible form.

(b) To effectuate the foregoing, the Service Provider agrees that, upon request of ElectriCities or a Participating Member, each of the Service Provider's employees that is involved in the Services provided under this Agreement shall execute and deliver a confidentiality agreement in a form reasonably satisfactory to ElectriCities

or a Participating Member, as the case may be; provided, however, obtaining these agreements shall in no way limit the Service Provider's obligations or liabilities under this Agreement. The Service Provider acknowledges that in the event of the breach of this Section 15, the Participating Member and ElectriCities will be irreparably damaged and that damage will be difficult to determine with the certainty or to compensate ElectriCities or a Participating Member fully for the monetary value of its losses and damages. Therefore, in addition to all remedies at law or in equity, the Service Provider agrees that any prohibited disclosure or misuse of the Confidential Information shall give rise to remedies at law or in equity, including actions for damages or temporary restraining order, preliminary injunction and permanent injunction to enjoin the conduct of the Service Provider and/or its employees in violation of the provisions of this Section.

16. **Survival** Where any covenants, obligations, indemnities or other provisions contained in this Agreement, or in any other instrument executed in connection with the transactions described herein, by its context or otherwise, evidences the intent of the parties that such provision should survive the expiration or other termination of this Agreement, the provisions shall survive the expiration or other termination. Without limiting the generality of the foregoing, the parties specifically acknowledge and agree that all the covenants, obligations and indemnities made in Sections 4, 13, 14, 15 and 19 of this Agreement shall survive the expiration or other termination.

17. **Scheduling**

(a) The Service Provider's work hereunder shall be performed during the normal work week, Monday through Friday except for Participating Member's scheduled holidays. The normal work day shall not exceed eight (8) hours. Travel time to and from the Participating Member's premises and the lunch period shall not be included as part of the standard eight (8) hour work day with the starting time to be coordinated with each Participating Member.

(b) The Service Provider agrees that the work shall be commenced and carried out at such points, and in the order of precedence, and at such times and seasons as may be required to meet the schedule provided by ElectriCities and/or the Participating Member pursuant to Section 1 (b) above for the completion of the Inspection and Testing Services.

(c) No necessity for an extension of time provided by ElectriCities or the Participating Member pursuant to Section 17 above for the completion of the Inspection and Testing Services is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Service Provider, which in the opinion of ElectriCities or the Participating Member should entitle the Service Provider to a reasonable extension of time, such extension may be granted but such extension or the refusal to grant an extension shall not be the basis for any claim for additional compensation by the Service Provider, including any claim based on loss of efficiency or

productivity, and shall not operate to release the Service Provider from any of its obligations hereunder.

18 **Notice** All notices permitted or required pursuant to the terms of this Agreement shall be deemed made or given if personally delivered, including, without limitation to workers on the job site, or when placed in the United States Mail postage prepaid, certified mail, return receipt requested, and addressed to the parties hereof as

Follows:

To Service Provider: Asplundh Tree Expert, LLC
351 Orchard Circle
Charlotte, NC 28217
Attention: Matthew Pence, Manager

With a copy to: ElectriCities of North Carolina, Inc.

To ElectriCities: P. O. Box 29513
Raleigh, North Carolina 27626-0513
Attention: Procurement Specialist

To the address listed on the MC Agreement
for each Participating Member

Each party hereto may change its address for the provisions of notices by giving the other parties notice thereof in the manner provided for giving notices hereunder.

19. **Independent Service Provider** The Service Provider is contracting under the terms and provisions of this Agreement as an independent contractor and shall act as such at all times during the term of this Agreement. Except as set forth in Section 1(b) hereof, the parties hereto shall not act, or be deemed to act, as agents or partners of the other, nor be acting in any joint venture under this Agreement. The Service Provider is not authorized to represent the Participating Member, or ElectriCities, or otherwise bind the Participating Member or ElectriCities in any dealings with third parties. All employees furnished by the Service Provider pursuant to this Agreement shall be deemed to be the Service Provider's employees exclusively. The Service Provider shall be solely responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations.

20. **Force Majeure** Delays or failure of a party in the performance of its required obligations shall be excused if caused by circumstances beyond the reasonable control of the party affected; including but not limited to, acts of God, strikes, labor holiday, fire, flood, windstorm, explosion, riot, war, sabotage, actions or requests of governmental authorities, accident, inability to obtain material, equipment or transportation, provided that a prompt notice of such delay is given and the parties shall be diligent in attempting to remove such cause(s).

21. **Assignment** The Service Provider may not assign this Agreement or any of its rights, duties or obligations hereunder, or subcontract any of the services to be performed hereunder, without the prior written consent of ElectriCities, which consent may be withheld for any reason. No such assignment even though thus consented to, or approval of subcontracts or Subcontractors by ElectriCities shall relieve the Service Provider from its liability under this Agreement for the performance and completion of work by the time and in the manner herein contracted for.

22. **Non-Exclusivity** This Agreement is not to be construed as granting the Service Provider the sole or exclusive right to provide the Services to the Participating Members or ElectriCities, and each Participating Member and ElectriCities hereby expressly reserves the right to contract with any other party for such services, as it deems necessary or appropriate. No minimum amount of work is expressly or impliedly assured under this Agreement. Each Participating Member reserves the right to determine how much, if any, Services shall be provided by the Service Provider under this Agreement.

23. **Binding Effect** All the terms, covenants and conditions hereof shall be binding upon the parties hereto and, subject to Section 21 hereof, shall bind and inure to the benefit of any successors or assigns.

24. **Waivers** Failure of a party hereto to complain of any act or omission on the part of a party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by a party hereto at any time, express or implied, or of any breach of any of the provisions of this Agreement shall be deemed a consent to any subsequent breach of the same or any other provisions.

25. **Construction** This Agreement shall be governed and enforced in accordance with the laws of the State of North Carolina, notwithstanding the principles of conflicts of law. If any provision of this Agreement, or portion thereof, shall be determined to be void or unenforceable by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, or portion thereof, all of which other provisions, or portions thereof, shall remain in full force and effect. If any provision of this Agreement, or portion thereof, is capable of two interpretations, one of which would render the provision, or portion thereof, void and the other of which would render the provision, or portion thereof, valid, then the provision, or portion thereof, shall have the meaning which renders it valid. In addition, if any provision of this Agreement, or portion thereof, is determined to be void or unenforceable by a court of competent jurisdiction, but the court determines that by limiting or modifying such provision, or portion thereof, in a certain fashion it would become valid or enforceable, then such provision, or portion thereof, shall be deemed to be written, construed, and enforced as so limited or modified. Whenever the neuter gender is used in this Agreement, it shall also include the male and female gender whenever appropriate, and vice versa.

26. **Captions** The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections.

27. **Forum and Consent to Jurisdiction** Nothing herein shall affect the right of ElectriCities or a Participating Member to service process in any manner permitted by law or to commence legal proceedings or otherwise proceed against the Service Provider in any other jurisdiction.

28. **Further Assurances** The Service Provider agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carryout the purposes and provisions of this Agreement.

29. **Additional Provisions** The parties also agree to the additional terms and provisions set forth on Schedule D attached hereto, if any are in fact set out in writing thereon. Any conflict or inconsistency between the terms and provisions set forth on Schedule D and those set forth anywhere else in this Agreement shall be resolved in favor of those terms and provisions set forth in Schedule D.

30. **Entire Agreement** This Agreement contains the entire agreement of the parties concerning the subject matter hereof. It supersedes all prior or conflicting agreements, representations, promises or conditions. It may be changed only by agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought. All schedules and exhibits attached hereto, including, without limitation, the MC Agreements, the service options and the service orders to be executed hereafter, are hereby incorporated herein by reference, and any reference herein to this Agreement shall be deemed to include all such schedules and exhibits.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement in the manner prescribed by law, to be effective the day and year first above written.

Asplundh Tree Expert, LLC

By: *Gregg Asplundh*
Gregg G. Asplundh

Title: Executive Vice President

Address: 708 Blair Mill Road

Willow Grove, PA 19090

ATTEST:

Brian R. Baum
Secretary

(CORPORATE SEAL)

ELECTRICITIES OF NORTH CARLONA, INC.

By: *[Signature]*

Title: Chief Executive Officer

Address: PO Box 29513
Raleigh, NC 27626-0513

ATTEST:

Amy D. Blinson
Asst. Secretary

(CORPORATE SEAL)

EXHIBIT A

Tree Trimming

This Agreement dated _____ is between ElectriCities of North Carolina, Inc. ("ElectriCities"), P.O. Box 29513, Raleigh, North Carolina 27626-0513 and _____. _____ for the purpose of providing **Tree Trimming services (the "Services")**.

ElectriCities on behalf of the Participating Member, has contracted with Asplundh Tree Expert, LLC (the "**Service Provider**"), an independent Service Provider, to provide the Services Participating Members that desire such Services. ElectriCities shall use its good faith efforts to assist in the administration of that agreement between ElectriCities and the Service Provider, a copy of which is attached hereto and incorporated herein by reference (the "**Services Agreement**"), and the Participating Member hereby agrees to be subject to all the terms and provisions thereof.

Work shall be performed during the standard work week (Monday-Friday) and at times agreed to between the Participating Member and the Service Provider. The Participating Member shall furnish all assistance as requested by the Service Provider for the purpose of this Agreement.

The Service Provider shall furnish all labor, materials, supervision and equipment needed to perform the Services for members of ElectriCities which elect to utilize the Services. The Participating Member shall select the Services it desires by completing a Service Order for such Service.

The Service Provider will submit invoices and back-up information directly to the Participating Member as set forth in the Services Agreement for work performed for the Participating Member. These invoices shall be the basis of payment by the Participating Member. Payment by the Participating Member shall be made directly to the Service Provider within thirty (30) days of receipt of the Service Provider's invoice.

The Participating Member acknowledges that ElectriCities shall not be responsible for the Services to be provided by the Service Provider and that the Participating Member shall be solely responsible for the payment of all amounts due for the Services. The Participating Member agrees to the fullest extent permitted by law, to **RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS** ElectriCities, and its officials, officers, directors, employees and agents from and against any and all liability, damages, costs, claims, demands, fines, penalties, cleanup costs and other pollution-related items, expenses and fees (including, without limitation, reasonable attorney's fees and consultant's fees) of whatever type or nature, which shall be caused (directly or indirectly) by, arise out of, or in any manner be connected with (i) this Agreement; (ii) the Services Agreement; (iii) the Services for the Participating Member provided pursuant to the Services Agreement; or (iv) the acts or omissions (negligent or otherwise) of the Participating Member, the Service Provider, or their respective officers, employees or agents related to the Services to be performed for the Participating Member under the Services Agreement; including, without limitation, to the fullest extent permitted by law, those that result from the acts or omissions (negligent or otherwise) of ElectriCities, or its officials, officers, directors, employees or agents related to the Services to be performed for the Participating Member under the Services Agreement; including, without limitation, to the fullest extent permitted by law, those that result from

the acts or omissions (negligent or otherwise) of ElectriCities, or its officials, officers, directors, agents or employees related to the Services to be performed under this Agreement, except that arise directly from the willful misconduct of ElectriCities or its officials, officers, directors, agents or employees. In no event shall ElectriCities or its officials, officers, directors, agents or employees, be liable for any incidental, special, consequential, or indirect damages. The release and indemnification provisions of this Agreement shall survive the expiration or other termination of this Agreement, and are in addition to and not a limitation of any other rights or remedies ElectriCities, or its officials, officers, directors, agents or employees may have under this Agreement. If any provision of this Agreement or portion thereof is determined to be void or unenforceable by a court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement or portions thereof, all of which other provisions and portions thereof shall remain in full force and effect.

The parties hereto have made and executed this Agreement as of the day and year first above written.

ElectriCities of North Carolina, Inc.

Participating Member

By: Andrew M. Fusco

(Signature)

VP, Member Services

(Title)

(Signature)

(Title)



— *Serving Public Power Communities Since 1965* —

SCHEDULE A

SCOPE OF WORK FOR TREE TRIMMING SERVICES

The tree trimming services provided to ElectriCities' participating members should be performed by professional and knowledgeable personnel who will provide quality services to ElectriCities members throughout North Carolina.

Service Provider Responsibilities include:

- To furnish all labor, material, supervision and equipment to perform tree trimming services and consultation for various municipalities through out North Carolina which are members of ElectriCities and as directed by them and ElectriCities. Such services and consultation shall include but not be limited to:
 - Clearing of brush and tree limbs near power lines
 - Removal and disposal of wood and debris related to tree trimming services at site designated by Member Municipality.
 - Advise Member Municipality of other work which would be helpful to maintain clear lines
- Vehicles used in the course of providing this service must comply with all North Carolina Motor Vehicle Regulations and be in good condition and suitable for work to be performed and shall be properly maintained
- Service Provider shall obtain all governmental licenses and permits necessary to perform the services to be provided and maintain all licenses and permits at all times while providing services to ElectriCities members
- Service Provider shall comply with all requirements of federal, state and local laws, rules, regulations, and ordinances applicable to the services being performed
- Service Provider will adhere to the scope of work and schedule as shown on individual forms entitled Schedule B, Service Order and as directed by the Member Municipality
- Service Provider shall ascertain that necessary permits, licenses and/or easements have been secured by Member Municipality when preparing to perform tree trimming services that cross highways, railroads, streets or utilities under the jurisdiction of a state, county, city, town or other public agency, public utility or private entity.
- Service Provider shall conduct work to ensure that the least possible obstruction to traffic, fire hydrants are kept accessible to fire-fighting equipment at all times, inconvenience to the general public and the residents in the vicinity of the work are as minimal as possible, and to ensure protection of persons and property. Temporary provisions shall be made by Service Provider to ensure the use of sidewalks and proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches.
- Service Provider shall provide adequate signs, barricades, lights and watchmen and take all precautions for protection of the work and safety of the public.
- Service Provider shall not enter private property without first obtaining permission of the landowner, or authorized agent and shall use precautions necessary to prevent damage and injury to all property.

- Service Provider shall perform reliable and accurate services in a timely manner.
- Submit weekly invoices to the Member Municipality with time cards signed by a representative of the Member Municipality where the services are performed. Submit all final invoicing within ten (10) days after completion of work.
- Service Provider will furnish an on-site, authorized individual or a duly authorized representative acceptable to the Member Municipality for the duration of the services being performed.
- Workmen will be skilled and specialized in the work to which they are assigned.
- Service Provider's employees will observe all Member Municipality's safety rules and procedures while performing tree trimming services.

Additional Service Provider Requirements

Special Safety Requirements

- ♦ The Service Provider or employees of the Service Provider, shall wear full body harness while working in an aerial lift basket and
- ♦ The Service Provider or employees of the Service Provider, if exposed within 10 feet of an arc flash, must wear flame retardant clothing.

Business Code of Conduct

The Service Provider must have a suitable Business Code of Conduct policy acknowledged by its employees. This policy must cover the areas of ethics and conflict of interest. While the Service Provider's employees are on site of the property belonging to the ElectriCities member, Service Provider's employees are to conduct themselves in a professional manner .

Availability:

The core hours of services should not exceed eight-(8) hours (excluding lunch breaks) mutually agreeable between the supplier and the Member Municipality. Service Provider may provide overtime not to exceed two hours per day.

The normal workweek is Monday through Friday. No work will be scheduled on a holiday observed by the Member Municipality unless requested by the Member Municipality and agreed to by the Service Provider at an agreed to rate of pay.

ElectriCities / Member Municipality's Responsibilities

- The Member Municipality will provide all criteria and full information as to the Member Municipality's requirements using form entitled Schedule B, Service Order and designate a person with authority to act on the Member Municipality's behalf on all matters concerning the scope of work.
- The Member Municipality will to the extent lawful, arrange for access to and make all provisions for Service Provider to enter upon public and private property as required to provide the services requested.
- Member Municipality will provide Service Provider, prior to the start of any work, the Member Municipality's safety practices and regulations in effect at the time.
- Member Municipality will make prompt payment upon satisfactory completion of work.
- ElectriCities will assist the Member Municipality with resolution of any disputes between the Member Municipality and the Service Provider on items which are covered by the Services Agreement.

END OF SCOPE OF WORK

SCHEDULE B
SERVICE ORDER

Participating Member: _____.

Service Locations: _____

Services Requested: _____

Estimated Commencement and Completion Schedule: _____

Miscellaneous: _____

Participating Member

Service Provider

By: _____

By: _____

Title: _____

Title: _____

Date

Date

SCHEDULE C

REGULAR/OVERTIME RATES OF LABOR, TOOLS AND EQUIPMENT CHARGES

WORK TO BE COMPLETED IN 13 WEEKS OR LESS (Eastern)

A. LABOR	NORMAL RATE	OVERTIME RATE
Working Foreman	\$ 38.78	\$ 54.28
Climber	\$ 34.97	\$ 48.96
Groundsman	\$ 29.93	\$ 41.90
B. EQUIPMENT		
1-Hydraulic Aerial Articulating boom with single basket minimum of 50' bottom of bucket mounted on suitable truck with pneumatic tire and a power chain saw.	\$ 15.45	
1-Chipper (Drum)	\$ 4.18	
1-2Ton Dump Type Tree Truck with hand tools, rope lines and power chain saws	\$ 12.58	
1-Stump Remover	\$ 17.16	
1-Bush Hog/Tractor	\$ 22.14	
1-Kershaw Type heavy brush or tree remover with 81" cutter head	\$ N/A	
1- 4x4 Tractor and Bush Hog	\$ 28.36	
1-L-III Trimlift	\$ 18.86	

*All Rates requested are per hour

REGULAR/OVERTIME RATES OF LABOR, TOOLS AND EQUIPMENT CHARGES

OVER 13 WEEKS (Eastern)

A. LABOR	NORMAL RATE	OVERTIME RATE
Working Foreman	\$ 36.58	\$ 51.21
Climber	\$ 33.00	\$ 46.20
Groundsman	\$ 28.23	\$ 39.52
C. EQUIPMENT		
1-Hydraulic Aerial Articulating boom with single basket minimum of 501 bottom of bucket mounted on suitable truck with pneumatic toll and a power chain saw.	\$ 14.05	
1-Chipper (Drum)	\$ 3.80	
1- 2Ton Dump Type Tree Truck with hand tools, rope lines and power chain saws	\$ 11.44	
1-Stump Remover	\$ 15.60	
1-Bush Hog/Tractor	\$ 20.12	
1- Kershaw Type heavy brush or tree remover with 81 cutter head	\$ N/A	
1- 4x4 Tractor and Bush Hog	\$ 25.78	
1-L-III Trimlift	\$ 17.14	

*All Rates requested are per hour

REGULAR/OVERTIME RATES OF LABOR, TOOLS AND EQUIPMENT CHARGES

WORK TO BE COMPLETED IN 13 WEEKS OR LESS (Western)

A. LABOR	NORMAL RATE	OVERTIME RATE
Working Foreman	\$ 38.78	\$ 54.28
Climber	\$ 34.97	\$ 48.96
Groundsman	\$ 29.93	\$ 41.90
D. EQUIPMENT		
1-Hydraulic Aerial Articulating boom with single basket minimum of 501 bottom of bucket mounted on suitable truck with pneumatic toll and a power chain saw.	\$ 15.45	
1-Chipper	\$ 4.18	
1- 2 Ton Dump Type Tree Truck with hand tools, rope lines and power chain saws	\$ 12.58	
1-Stump Remover	\$ 17.16	
1-Bush Hog/Tractor	\$ 22.14	
1-Kershaw Type heavy brush or tree remover with 81 cutter head	\$ N/A	
1- 4x4 Tractor and Bush Hog	\$ 28.36	
1-L-III Trimlift	\$ 18.86	

*All Rates requested are per hour

REGULAR/OVERTIME RATES OF LABOR, TOOLS AND EQUIPMENT CHARGES

OVER 13 WEEKS (Western)

A. LABOR	NORMAL RATE	OVERTIME RATE
Working Foreman	\$ 36.58	\$ 51.21
Climber	\$ 33.00	\$ 46.20
Groundsman	\$ 28.23	\$ 39.52
 E. EQUIPMENT		
1-Hydraulic Aerial Articulating boom with single basket Minimum of 501 bottom of bucket Mounted on suitable truck with Pneumatic toll and a power chain saw.	\$ 14.05	
 1-Chipper	\$ 3.80	
 1-2Ton Dump Type Tree Truck with hand tools, rope lines and power chain saws	\$ 11.44	
 1-Stump Remover	\$ 15.60	
 1-Bush Hog/Tractor	\$ 20.12	
 1-Kershaw Type heavy brush or tree remover with 81 cutter head	\$ N/A	
 1-4x4 Tractor and Bush Hog	\$ 25.78	
 1-L-III Trimlift	\$ 17.14	

*All Rates requested are per hour

In response to Proposal Requirements; Item 9; Additional Information:

- 1) Asplundh would like to make the following equipment available to ElectriCities members at the rates listed below and ask that these rates be incorporated into Schedule C.

13 Weeks or More

Disc Chipper	<u>\$ 6.33</u> p/hour
2x4 Pickup Truck	<u>\$ 9.88</u> p/hour
4x4 Pickup Truck	<u>\$ 10.40</u> p/hour
Jaraff	<u>\$ 67.60</u> p/hour
PaddleFoot	<u>\$ 30.16</u> p/hour
2x4 60'/70' Scissor Lift	<u>\$ 27.48</u> p/hour
GeoBoy/Rayco Flail Mower	<u>\$ 114.84</u> p/hour
Stump Treatment	<u>\$ 35.70</u> p/gallon

12 Weeks or Less

Disc Chipper	<u>\$ 6.97</u> p/hour
Pickup Truck	<u>\$ 10.87</u> p/hour
4x4 Pickup Truck	<u>\$ 11.44</u> p/hour
Jaraff	<u>\$ 74.36</u> p/hour
Paddle Foot	<u>\$ 33.18</u> p/hour
2x4 60'/70' Scissor Lift	<u>\$ 31.61</u> p/hour
GeoBoy/Rayco Flail Mower	<u>\$ 126.32</u> p/hour
Stump Treatment	<u>\$ 35.70</u> p/gallon



ASPLUNDH TREE EXPERT CO.

351 ORCHARD CIRCLE, CHARLOTTE, NC 28217. (PHONE) 704-523-3621

June 25, 2020

Ms. Clarice C. Wilson
Procurement Specialist
ElectriCities of North Carolina
1427 Meadowwood Boulevard
Raleigh, NC 27626

RE: Services Agreement
Tree Trimming #022217-N

Dear Ms. Wilson:

At the request of the City of High Point, Asplundh would like to add the following item into our Tree Trimming Agreement.

	<u>Over 13 wks</u>	<u>13 wks or Less</u>
Skid Steer	\$ 34.76	\$ 38.23

If this meets with your approval, please return one signed copy of this Addendum for our records.

Sincerely,

Gregg G. Asplundh
Executive Vice President

Approved for ElectriCities of North Carolina

By: Clarice Wilson

Title: Procurement Specialist

Date: July 23, 2020

STATE OF NORTH CAROLINA

**INTERLOCAL AGREEMENT FOR THE
GRANT OF CORONAVIRUS RELIEF FUNDS**

FORSYTH COUNTY

THIS AGREEMENT, made and effective this 6th day of August, 2020, by and between Forsyth County, North Carolina (the "County"), and City of High Point, North Carolina (the "Grantee");

WHEREAS Congress enacted P.L. 116-136 on March 27, 2020, which established the federal Coronavirus Relief Fund ("CRF") and distributed funds to States and localities with populations over 500,000, including North Carolina and 4 North Carolina local governments;

WHEREAS on May 4, 2020, the North Carolina General Assembly enacted Session Law 2020-04, which established a \$150 million fund to be distributed to the 97 counties that did not receive direct CRF funds;

WHEREAS on July 1, 2020, the North Carolina General Assembly enacted Session Law 2020-80, which amended Session Law 2020-04 and increased to \$300 million the CRF funds to be distributed to the 97 counties that did not receive direct CRF funds and required each such county to allocate at least 25 percent of such funds for use by municipalities within the county for allowable uses;

WHEREAS Forsyth County received \$13,889,626 in CRF funds from the General Assembly, and is required to share such funds with municipalities; and

WHEREAS any entity receiving CRF funds may use such funds only for uses authorized by P.L. 116-136, section 601(d) of the Social Security Act, and the requirements set forth in Session Law 2020-04, as amended by Session Law 2020-80;

NOW, THEREFORE, for the purpose and subject to the terms and conditions hereinafter set forth, the County and the Grantee agree as follows:

1. Services. The Grantee shall expend Grant funds to provide services to citizens of Forsyth County in response to COVID-19. The Grant funds are from the Coronavirus Relief Fund established by North Carolina Session Law 2020-04, as amended by Session Law 2020-80, Section 3.3(2), and are subject to requirements of Session Laws 2020-04 and 2020-80, P.L. 116-136, and section 601(d) of the Social Security Act. The Grant funds are restricted to the following uses: medical expenses; public health expenses; payroll expenses for public safety, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency; expenses of actions to facilitate compliance with COVID-19-related public health measures; expenses associated with the provision of economic support in connection with the COVID-19 public health emergency; and any

other COVID-19-related expenses necessary to the function of government that satisfy the CRF's eligibility criteria. The Grantee shall use the Grant funds exclusively for the particular purposes set forth in its plan which is attached hereto as Exhibit A and incorporated herein by reference. If the Grantee does not complete its plan and submit it to the County by September 1, 2020, this Agreement will immediately terminate, the Grantee shall return any Grant funds to the County, and the County may use the Grant funds for any use allowed for CRF funds. The Grantee may not use Grant funds for any expense that has been reimbursed by another grant.

2. Term. The services of the Grantee shall begin on March 1, 2020, and, unless sooner terminated by mutual consent or as hereinafter provided, shall be provided until December 30, 2020, and all Grant funds must be expended no later than December 30, 2020. Any unexpended funds must be repaid to the County.

3. Grant. As full compensation for the Grantee's services, the County agrees to pay the Grantee a grant in the sum of \$1,281.00.

4. Independent Contractor. The Grantee shall operate as an independent contractor, and the County shall not be responsible for any of the Grantee's acts or omissions. The Grantee, its employees, and subcontractors shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. Neither federal, state, nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Grantee or the employees of the Grantee. The Grantee is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement. The Grantee shall comply with the North Carolina Workers' Compensation Act and shall ensure that its subcontractors also comply. The Grantee shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County. The Grantee has no authority to enter into contracts or agreements on behalf of the County. The County shall not be liable to the Grantee for any expenses paid or incurred by the Grantee unless otherwise agreed in writing. The Grantee shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

5. Reports. Beginning September 10, 2020, and then thereafter on the 10th day of each subsequent month, the Grantee shall report to the County the use of Grant funds as of that date, until all funds are expended and accounted for. Grantee shall also comply with any reporting requirements set forth by the State of North Carolina or by the CARES Act or other federal requirement. When the Grantee has completed its Services, but in no event later than February 10, 2021, unless such date is modified in writing by the County, the Grantee shall provide a complete Report containing a summary of its Services completed, the amounts expended, and their impact on the community. Failure to provide any required Report shall constitute a breach of this Agreement.

6. Records, Audit. The Grantee agrees that it will supply such records, information or verification relating to expenditures of the funds or the operations of the Grantee as may reasonably be requested by the County. The Grantee agrees that the County shall have access to the records and premises of the Grantee at all reasonable times, and the Grantee agrees to submit such reports as the County shall request pertaining to the funds granted herein or the operation of the Grantee. The Grantee shall maintain a written accounting and documentation of all of its receipts and disbursements relating to the grant funds which are the subject of this Agreement. The County reserves the right to require a certified audit pertaining to the use of the grant funds, or may perform the audit through the use of its staff. The Grantee shall furnish to the County a copy of its audit report performed by a certified public accountant as soon as such becomes available to the Grantee.

7. Termination. The County may terminate this Agreement for any violation thereof by Grantee. In the event of termination, the Grantee shall promptly remit any payments received which the County deems to have been paid in violation of this Agreement. The County may terminate the Agreement based upon, but not limited to, the following reasons, which shall be determined in the sole discretion of the County:

- a. Improper use of grant funds;
- b. Failure to comply with the terms of this Agreement;
- c. Submission to the County of reports which are incorrect or incomplete in any material respect;
- d. Any circumstance rendering the completion of the Services improper, illegal, or infeasible; or
- e. Failure to make satisfactory progress in completion of the Services.

8. Indemnification. The Grantee agrees to indemnify, defend, and hold the County harmless from and against any and all claims, expenses (including attorney fees), costs or liability for acts or omissions of the Grantee relating to this Agreement, the use of CRF funds, or services provided pursuant to it. If the federal government or the State of North Carolina, or any agency of either, determines that the Grantee has expended Grant funds in an illegal or disallowed manner, Grantee shall reimburse the County for the amount of such disallowed expenses.

9. Notice. All notices permitted or required to be given by one party to the other party shall be addressed and delivered in writing as follows:

For the County:

J. Dudley Watts, Jr.
County Manager
201 North Chestnut St.
Winston-Salem, NC 27101

For the Grantee:

Randy McCaslin
City Manager
210 South Hamilton Street
P.O. Box 230
High Point, NC 27261

10. Assignment. The Grantee may not assign its obligations under this Agreement unless it has received prior written approval from the County, which may be withheld at the sole discretion of the County.

11. Waiver. No action or failure to act by the County shall constitute a waiver of any of its rights or remedies or as approval or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

12. Governing Law. This Agreement shall be governed by North Carolina law, except that provisions regarding conflicts of laws shall not apply. The venue for any legal proceeding shall be in Forsyth County, North Carolina.

13. Survival of Provisions. All obligations arising prior to termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of services and termination of this Agreement.

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15. Conflict with Attachments. In the event of any conflict between the provisions in this Agreement and any provisions in an attachment thereto, the provisions in this Agreement shall take precedence over any provision in an Attachment.

16. Miscellaneous. The Grantee shall comply with all applicable laws and regulations including but not limited to federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the services to be performed under this Agreement and all federal immigration laws in its hiring and contracting practices. Grantee and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify the work authorization of newly hired employees. Failure of the Grantee to comply with this provision or failure of its subcontractors to comply could render this contract void under North Carolina law. Grantee hereby certifies that it is not on the North Carolina State Treasurer's lists of persons engaging in business activities in Sudan (Darfur), Iran, or boycotting Israel, prepared pursuant to NCGS §§ 147-86.43, 147-86.58, and 147-86.81, nor will Grantee utilize for this Agreement any subcontractor on such lists. This agreement is intended for the benefit of the County and the Grantee

and not for any other party. If any provision of this Agreement shall be unenforceable, the remainder of the Agreement shall be enforceable to the extent allowed by law.

17. Future Grants. The County has limited resources and must prioritize its obligations required by law. This Grant does not guarantee that the County will fund the Grantee in future years.

18. Superseder. This Agreement supersedes all prior agreements between the parties regarding the Services.

IN WITNESS WHEREOF, the authorized officials of the County and the Grantee have set their hands and seals as of the day and year first above written.

FORSYTH COUNTY, NORTH CAROLINA

DocuSigned by:
(SE, 

DocuSigned by:
By: Dudley Watts
J. Dudley Watts, Jr., County Manager

Date: 8/31/2020

ATTEST:
DocuSigned by:
Ashleigh M. Sloop
AA0210ACEF10460...
Ashleigh M. Sloop, Clerk to the Board
Date: 8/31/2020

GRANTEE

HIGH POINT, NORTH CAROLINA



By: Randy E. McCaslin
Randy E. McCaslin, Interim City Manager

Date: 8/19/2020

ATTEST:
Lisa B. Vierling
Lisa B. Vierling, City Clerk
Date: 8-19-2020

EXHIBIT A



North Carolina Pandemic Recovery Office Coronavirus Relief Fund (CRF) Municipality Plan

Instructions

1. This document is to be used by municipalities to document the planned use of the CRF monies allotted in Session Law 2020-4.
2. Under Categories. Please aggregate the amount of all expenses for that specific category. Example amounts should be removed and you can enter the municipality amounts. The total must agree with your allotment.

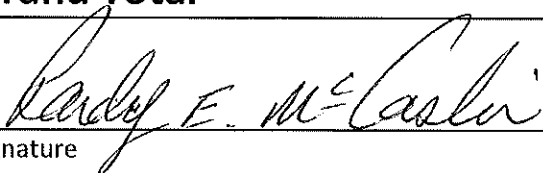
The Municipality is responsible for maintaining adequate documentation to support expenditures. If estimates are being used the methodology must be documented and defensible. The Municipality is responsible for following the Federal *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* promulgated by the United States Office of Management and Budget unless the US Treasury publishes guidance stating otherwise.

Municipality Information

Name of Municipality City of High Point
Person Submitting: Randy McCaslin
Title: City Manager
Email: randy.mccaslin@highpointnc.gov
Phone Number: 336-883-3291

Planned Expenditures	
Categories	Amount
1. Medical expenses such as: • COVID-19-related expenses of public hospitals, clinics, and similar facilities. • Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs. • Costs of providing COVID-19 testing, including serological testing. • Emergency medical response expenses, including emergency medical transportation, related to COVID-19. • Expenses for establishing and operating public telemedicine capabilities for COVID-19 related treatment.	
2. Public health expenses such as: • Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19. • Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency. • Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency. • Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety. • Expenses for public safety measures undertaken in response to COVID-19. • Expenses for quarantining individuals.	
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.	
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as: • Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions. • Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions. • Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions. • Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions. • COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions. • Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.	\$1,281.00

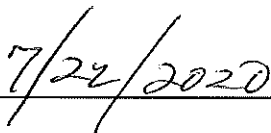
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as: • Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. • Expenditures related to a State, territorial, local, or Tribal government payroll support program. • Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.	
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.	
Grand Total	\$1,281.00



Signature

Title City Manager

Date

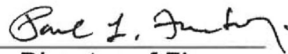


Contract #2021-0232-00: CRF Interlocal Agreement - High Point

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

8/31/2020

Date



Director of Finance

Approved as to Form and Legality

8/31/2020



Forsyth County Attorney



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: DATE:

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

PURCHASING MANAGER: DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: **Facility Services**

COUNCIL AGENDA DATE: **August 17, 2020**

BID NO.: **NA** CONTRACT NO.: **NC 420A** DATE OPENED: **NA**

DESCRIPTION:

The City of High Point's new Police Department is in need of furnishings and three NC State Contract furniture manufacturers were invited to submit proposals based on the furniture requirements outlined by the Architect; Creech & Associates. KI scored the highest of three and submitted lowest cost proposal.

PURPOSE:

City Council is asked to award a contract to KI Furniture for the total comprehensive furnishing for the new High Point Police Department in the amount of \$710,248.28. KI is an approved North Carolina State Contract manufacturer and their proposal was submitted utilizing at or below state contract pricing.

COMMENTS:

Three proposals were received and were evaluated by a selection committee comprised of Police Department, Facilities and Purchasing staff. Evaluations were based on; site visit, experience with similar projects, product selection, product quality and warranty.

RECOMMEND AWARD TO: **KI Furniture** AMOUNT: **\$710,248.28**

JUSTIFICATION:

The new HPPD facility will require furnishings throughout the facility and immediate approval is required so that a PO may be issued for the manufacturer to begin production of final approved furnishings. Proposals obtained from: KI, High Point Furniture & Miller At Work

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
411310	533701	411181010505	40201	\$750,000
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: **Tim M. McKinney** Digitally signed by Tim M. McKinney Date: 2020.08.10 09:05:06 -04'00' DATE: **Aug 10, 2020**

The Purchasing Division concurs with recommendation submitted by the **Facility Services** and recommends award to the lowest responsible, responsive bidder **KI Furniture** in the amount of \$ **710,248.28**

PURCHASING MANAGER: **Erik S. Conti** Digitally signed by Erik S. Conti Date: 2020.08.10 09:11:44 -04'00' DATE: **Aug 10, 2020**

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: **Bobby Fitzjohn** Digitally signed by Bobby Fitzjohn Date: 2020.08.10 12:10:30 -04'00' DATE: **Aug 10, 2020**

CITY MANAGER: **Randy E. McCaslin** Digitally signed by Randy E. McCaslin Date: 2020.08.10 14:02:13 -04'00' DATE: **Aug 10, 2020**

STATE OF NORTH CAROLINA

**INTERLOCAL AGREEMENT FOR THE
GRANT OF CORONAVIRUS RELIEF FUNDS**

FORSYTH COUNTY

THIS AGREEMENT, made and effective this 6th day of August, 2020, by and between Forsyth County, North Carolina (the "County"), and City of High Point, North Carolina (the "Grantee");

WHEREAS Congress enacted P.L. 116-136 on March 27, 2020, which established the federal Coronavirus Relief Fund ("CRF") and distributed funds to States and localities with populations over 500,000, including North Carolina and 4 North Carolina local governments;

WHEREAS on May 4, 2020, the North Carolina General Assembly enacted Session Law 2020-04, which established a \$150 million fund to be distributed to the 97 counties that did not receive direct CRF funds;

WHEREAS on July 1, 2020, the North Carolina General Assembly enacted Session Law 2020-80, which amended Session Law 2020-04 and increased to \$300 million the CRF funds to be distributed to the 97 counties that did not receive direct CRF funds and required each such county to allocate at least 25 percent of such funds for use by municipalities within the county for allowable uses;

WHEREAS Forsyth County received \$13,889,626 in CRF funds from the General Assembly, and is required to share such funds with municipalities; and

WHEREAS any entity receiving CRF funds may use such funds only for uses authorized by P.L. 116-136, section 601(d) of the Social Security Act, and the requirements set forth in Session Law 2020-04, as amended by Session Law 2020-80;

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1. Services. The Grantee shall expend Grant funds to provide services to citizens of Forsyth County in response to COVID-19. The Grant funds are from the Coronavirus Relief Fund established by North Carolina Session Law 2020-04, as amended by Session Law 2020-80, Section 3.3(2), and are subject to requirements of Session Laws 2020-04 and 2020-80, P.L. 116-136, and section 601(d) of the Social Security Act. The Grant funds are restricted to the following uses: medical expenses; public health expenses; payroll expenses for public safety, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency; expenses of actions to facilitate compliance with COVID-19-related public health measures; expenses associated with the provision of economic support in connection with the COVID-19 public health emergency; and any

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For the Grantee:

Randy McCaslin
City Manager
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IN WITNESS WHEREOF, the authorized officials of the County and the Grantee have set their hands and seals as of the day and year first above written.

FORSYTH COUNTY, NORTH CAROLINA

(SEAL)

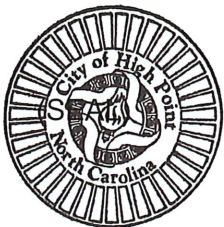
By: _____
J. Dudley Watts, Jr., County Manager

Date: _____

ATTEST:

Ashleigh M. Sloop, Clerk to the Board

Date: _____



GRANTEE

HIGH POINT, NORTH CAROLINA

By: _____

Randy E. McCaslin, Interim City Manager

Date: 8/19/2020

ATTEST:

Lisa B. Vierling

Lisa B. Vierling, City Clerk

Date: 8-19-2020

AN ORDINANCE AMENDING “THE CITY OF HIGH POINT, NORTH CAROLINA DEVELOPMENT ORDINANCE,” PURSUANT TO SECTION 2.4.19, ZONING MAP AMENDMENT, OF THE DEVELOPMENT ORDINANCE.

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

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on July 28, 2020 and before the City Council of the City of High Point on August 17, 2020 regarding **Zoning Map Amendment Case 20-14 (ZA-20-14)**, proposed amendments 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 February 16, 2020, for the Planning and Zoning Commission public hearing and on March 4 & 11, 2020, for the City Council public hearing pursuant to Chapter 160A-364 of the General Statutes of North Carolina; and

WHEREAS, the proposed amendment was adopted by the City Council of the City of High Point on **August 19, 2020**.

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

SECTION 1

Saddlebrook Subdivision

That the Official Zoning Map of the City of High Point be amended to establish the following described area shown on Map 1 as: **Residential Single Family – 5 (R-5) District and Residential Multifamily 5 (RM-5) District**. The parcels shown on Map 1 total approximately 44 acres and are located along the west side of Sandy Ridge Road and south of Bame Road. The parcels are part of the Saddlebrook Subdivision (PB 167 PG 59 as recorded in the Guilford County Register of Deeds Office) and also known as Guilford County Tax Parcels 215659 through 215798, 223211, 223308, 223683 through 223692, 224095 through 224105 and 226183 through 226186.

SECTION 2

Fair Oaks at Bent Tree Townhome Subdivision

That the Official Zoning Map of the City of High Point be amended to establish the following described area shown on Map 2 as: **Residential Multifamily - 5 (RM-5) District**. The parcels shown on Map 2 total approximately 14.8 acres and are located along the west side of Barrow Road and south of Willard Dairy Road. The parcels are part of the Fair Oaks at Bent Tree Townhome Subdivision and known as Guilford County Tax Parcels 210161 through 210217.

SECTION 3

Orchard Knob Town Home Subdivision

That the Official Zoning Map of the City of High Point be amended to establish the following described area shown on Map 3 as: **Residential Multifamily - 5 (RM-5) District**. The parcels shown on Map 3 total approximately 19.14 acres and are located along the north side of Skeet Club Road, approximately 1,400 feet west of Johnson Street. The parcels are part of the Orchard Knob Town Home Subdivision (PB 140 PG 22, PB 147 PG 143 and PB 156 PG 72 as recorded in the Guilford County Register of Deeds Office) and also known as Guilford County Tax Parcels 212403 through 212470.

SECTION 4

St. Andrews Town Home Subdivision

That the Official Zoning Map of the City of High Point be amended to establish the following described area shown on Map 3 as: **Residential Multifamily - 5 (RM-5) District**. The parcels shown on Map 3 total approximately 18.77 acres and are located along the south side of Skeet Club Road, approximately 1,400 feet west of Johnson Street. The parcels are part of the St. Andrews Town Home Subdivision and also known as Guilford County Tax Parcels 203416, 203417, 203475 through 203556.

SECTION 5

Deerfield Townhome Subdivision

That the Official Zoning Map of the City of High Point be amended to establish the following described area shown on Map 4 as: **Residential Multifamily - 5 (RM-5) District**. The parcels shown on Map 4 total approximately 31 acres and are located along the along the east side of Skeet Club Road and south of Wyndham Avenue. The parcels are part of the Deerfield Townhome Subdivision and also known as Guilford County Tax Parcels 199173 through 199208.

SECTION 6

Ashebrook Townhome Subdivision

That the Official Zoning Map of the City of High Point be amended to establish the following described area shown on Map 5 as: **Residential Multifamily - 16 (RM-16) District**. The parcels shown on Map 5 total approximately 22.91 acres and are located approximately 1,500 feet north of the intersection of Hedgecock Road and Old Plank Road (north of the Phillips Soccer Complex). The parcels are part of the Ashebrook Townhome Subdivision and also known as Davidson County Parcels 6882-03-03-0835, 6882-03-03-0855, 6882-03-93-0723, 6882-04-03-0505, 6882-04-03-0508, 6882-04-93-6525, 6882-04-93-6537, 6882-04-93-6539, 6882-04-93-6631, 6882-04-93-6752, 6882-04-93-6754, 6882-04-93-6766, 6882-04-93-6768, 6882-04-93-6860, 6882-04-93-7542, 6882-04-93-7554, 6882-04-93-7556, 6882-04-93-7557, 6882-04-93-7660, 6882-04-93-7795, 6882-04-93-7877, 6882-04-93-7897, 6882-04-93-8581, 6882-04-93-8583, 6882-04-93-8595, 6882-04-93-8596, 6882-04-93-8599, 6882-04-93-8714, 6882-04-93-8734, 6882-04-93-8754, 6882-04-93-8774, 6882-04-93-8817, 6882-04-93-8837, 6882-04-93-8851, 6882-04-93-8886, 6882-04-93-9499, 6882-04-93-9591, 6882-04-93-9593, 6882-04-93-9724, 6882-04-93-9754, 6882-04-93-9793, 6882-04-93-9806, 6882-04-93-9826, 6882-04-93-

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SECTION 7

Hedgecock Place Condominium

That the Official Zoning Map of the City of High Point be amended to establish the following described area shown on Map 5 as: **Residential Multifamily - 16 (RM-16) District**. The parcels shown on Map 5 total approximately 8.5 acres and are located at the northeast corner of Hedgecock Road and Old Plank Road. The parcels are part of the Hedgecock Place Condominium development and also known as Davidson County Parcels 6892-03-02-8157, 6892-03-02-8159, 6892-03-02-8159, 6892-03-02-8164, 6892-03-02-8166, 6892-03-02-8172, 6892-03-02-8178, 6892-03-02-8179, 6892-03-02-8181, 6892-03-02-8186, 6892-03-02-8193, 6892-03-02-8195, 6892-03-02-8234, 6892-03-02-8236, 6892-03-02-8249, 6892-03-02-8254, 6892-03-02-8256, 6892-03-02-8258, 6892-03-02-8269, 6892-03-02-8341, 6892-03-02-8343, 6892-03-02-8361, 6892-03-02-8363, 6892-03-02-8389, 6892-03-02-8460, 6892-03-02-8472, 6892-03-02-8483, 6892-03-02-8491, 6892-03-02-8495, 6892-03-02-9038, 6892-03-02-9101, 6892-03-02-9238, 6892-03-02-9367, 6892-03-02-9402, 6892-03-02-9406, 6892-03-02-9414, 6892-03-02-9417, 6892-03-02-9425, 6892-03-02-9437, 6892-03-12-0044, 6892-03-12-0055, 6892-03-12-0062, 6892-03-12-0067, 6892-03-12-0074, 6892-03-12-0078, 6892-03-12-0085, 6892-03-12-0089, 6892-03-12-0097, 6892-03-12-0115, 6892-03-12-0191, 6892-03-12-0237, 6892-03-12-0409, 6892-03-12-0417, 6892-03-12-0438, 6892-03-12-0449, 6892-03-12-0453, 6892-03-12-0469, 6892-03-12-0489, 6892-03-12-0520, 6892-03-12-0531, 6892-03-12-0561, 6892-03-12-0572, 6892-03-12-1008, 6892-03-12-1110, 6892-03-12-1127, 6892-03-12-1139, 6892-03-12-1146, 6892-03-12-1157, 6892-03-12-1169, 6892-03-12-1240, 6892-03-12-1252, 6892-03-12-1263, 6892-03-12-1270, 6892-03-12-1274, 6892-03-12-1282, 6892-03-12-1284, 6892-03-12-1316, 6892-03-12-1544, 6892-03-12-1552, 6892-03-12-1562, 6892-03-12-1564, 6892-03-12-

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SECTION 8

Heritage Ridge Townhome Subdivision

That the Official Zoning Map of the City of High Point be amended to establish the following described area shown on Map 5 as: **Residential Multifamily - 16 (RM-16) District**. The parcels shown on Map 5 total approximately 34.15 acres and are located along the north side of Hedgecock road, approximately 2,500 feet west of Old Plank Road. The parcels are part of the Heritage Ridge Townhome Subdivision and also known as Davidson County Parcels 6682-04-83-2232, 6882-04-83-0399, 6882-04-83-0456, 6882-04-83-0483, 6882-04-83-0572, 6882-04-83-0594, 6882-04-83-1348, 6882-04-83-1377, 6882-04-83-1527, 6882-04-83-1587, 6882-04-83-2119, 6882-04-83-2246, 6882-04-83-2315, 6882-04-83-2488, 6882-04-83-2515, 6882-04-83-2543, 6882-04-83-2717, 6882-04-83-3154, 6882-04-83-3168, 6882-04-83-3271, 6882-04-83-3385, 6882-04-83-3426, 6882-04-83-3578, 6882-04-83-3691, 6882-04-83-4229, 6882-04-83-4268, 6882-04-83-4463, 6882-04-83-4636, 6882-04-83-4679, 6882-04-83-5208, 6882-04-83-5259, 6882-04-83-5299, 6882-04-83-5403, 6882-04-83-5463, 6882-04-83-5524, 6882-04-83-5557, 6882-04-83-5712, 6882-04-83-5754, 6882-04-83-6239, 6882-04-83-6299, 6882-04-83-6403, 6882-04-83-6464, 6882-04-83-6620, 6882-04-83-6661, 6882-04-83-6715, 6882-04-83-6756, 6882-04-83-7320, 6882-04-83-7360, 6882-04-83-7414, 6882-04-83-7464, 6882-04-83-7632, 6882-04-83-7672, 6882-04-83-7716, 6882-04-83-7766, 6882-04-83-8320, 6882-04-83-8360, 6882-04-83-8391, 6882-04-83-8414, 6882-04-83-8475, 6882-04-83-8632, 6882-04-83-8672, 6882-04-83-8716, 6882-04-83-8766, 6882-04-83-9221, 6882-04-83-9361, 6882-04-83-9390, 6882-04-83-9415, 6882-04-83-9475, 6882-04-83-9632, 6882-04-83-9672, 6882-04-83-9726, 6882-04-83-9757, 6882-04-83-9797, 6882-04-92-0856, 6882-04-93-0299, 6882-04-93-0330, 6882-04-93-0414, 6882-04-93-0473, 6882-04-93-0632, 6882-04-93-0682, 6882-04-93-1228, 6882-04-93-1268, 6882-04-93-1413, 6882-04-93-1472, 6882-04-93-1642, 6882-04-93-1682, 6882-04-93-1747, 6882-04-93-1796, 6882-04-93-2226, 6882-04-93-2254, 6882-04-93-2293, 6882-04-93-2421, 6882-04-93-2473, 6882-04-93-2642, 6882-04-93-2682, 6882-04-93-2756, 6882-04-93-2796, 6882-04-93-3245, 6882-04-93-3279, 6882-04-93-3369, 6882-04-93-3422, 6882-04-93-3641, 6882-04-93-3691, 6882-04-93-3756, 6882-04-93-3795, 6882-04-93-4641, 6882-04-93-4690, 6882-04-93-4755, 6882-04-93-4795.

SECTION 9

130 Hedgecock Road

That the Official Zoning Map of the City of High Point be amended to establish the following described area shown on Map 5 as: **Residential Multifamily - 16 (RM-16) District**. The parcel shown on Map 5 total approximately 0.46 acres and are located approximately 850 feet west of N. Main Street and approximately 110 feet north of Hedgecock Road. The parcel is addressed as 130 Hedgecock Road and also known as Guilford County Tax Parcel 228497.

SECTION 10

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.

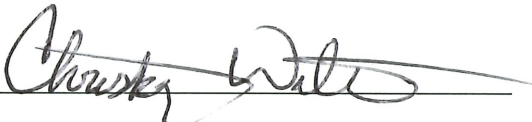
SECTION 11

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

SECTION 12.

This ordinance shall become effective upon the date of adoption.

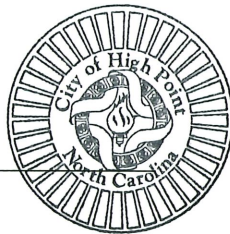
Adopted by the City Council
City of High Point, North Carolina
The 19th day of August, 2020

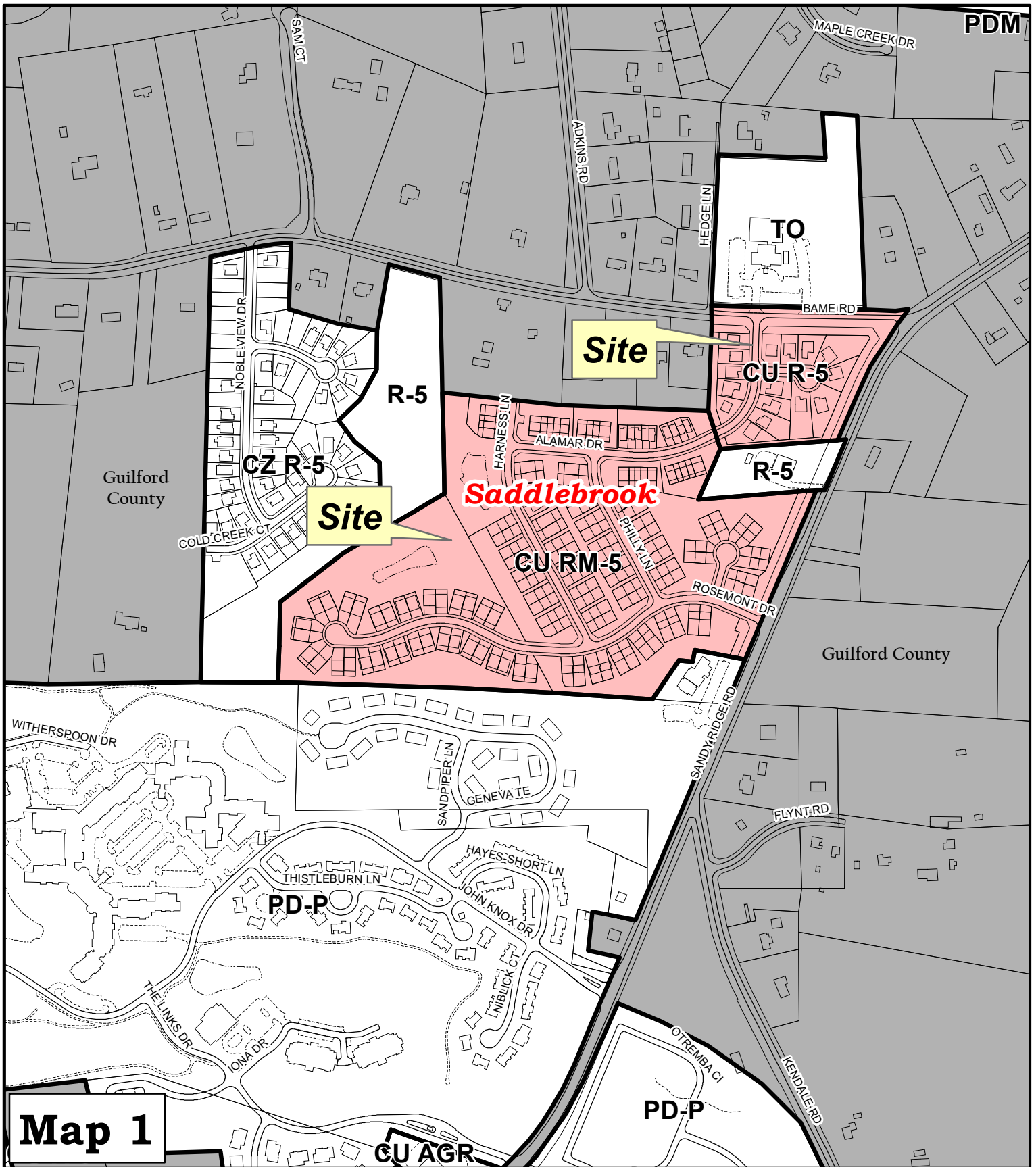
By: 
Christopher Williams, Mayor Pro Tem

ATTEST:



Lisa B. Vierling, City Clerk





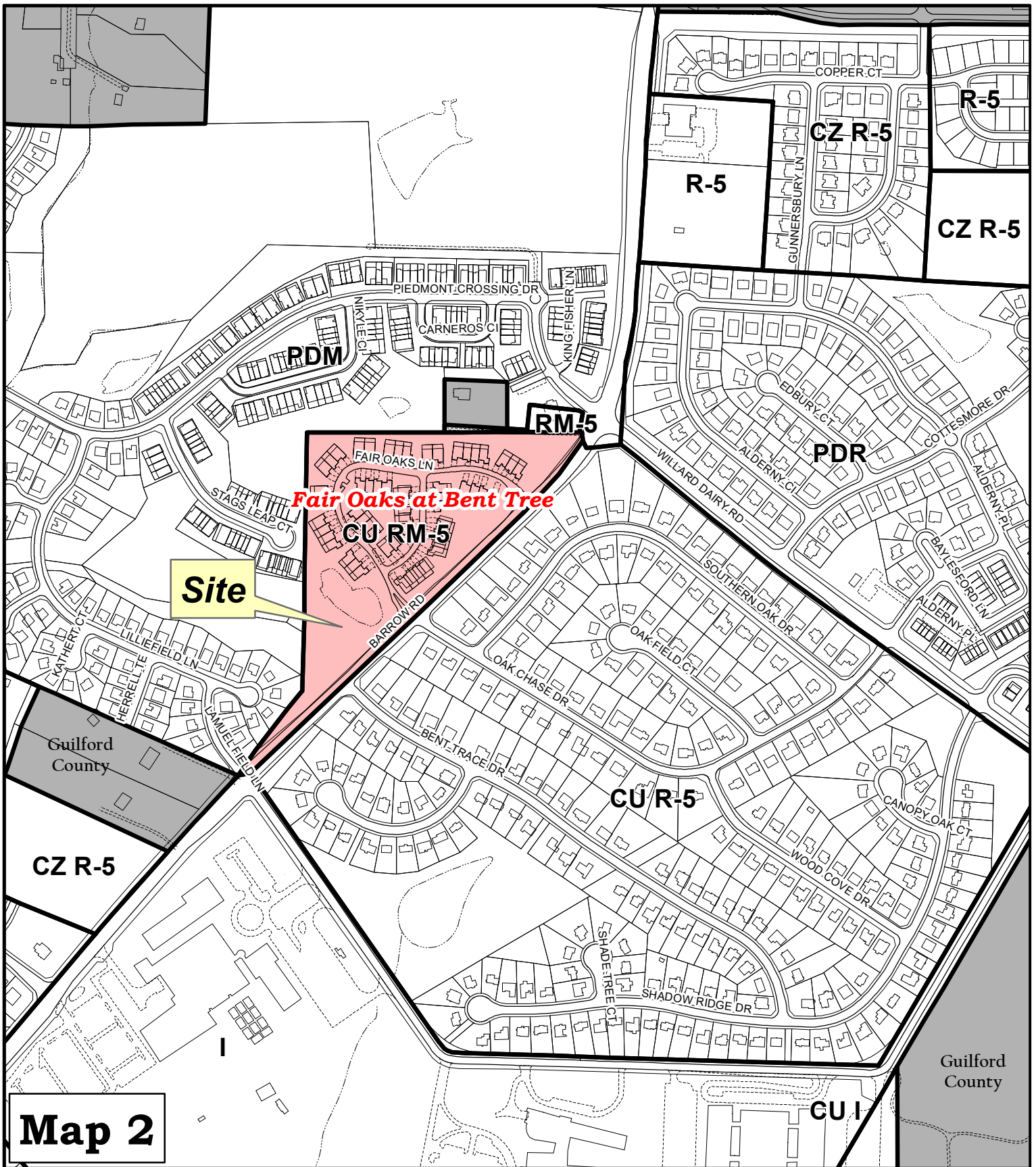
Map 1

ZONING MAP AMENDMENT ZA-20-14
From: Conditional Use Residential Multifamily-5 & Conditional Use Residential-5
To: Residential Multifamily-5 & Residential-5
Existing Zoning Boundary —————
Subject Property Boundary - - - - -

**Planning & Development
 Department**
City of High Point



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ZONING MAP AMENDMENT ZA-20-14

From: Conditional Use Residential Multifamily-5
To: Residential Multifamily-5

Existing Zoning Boundary —————
Subject Property Boundary - - - - -

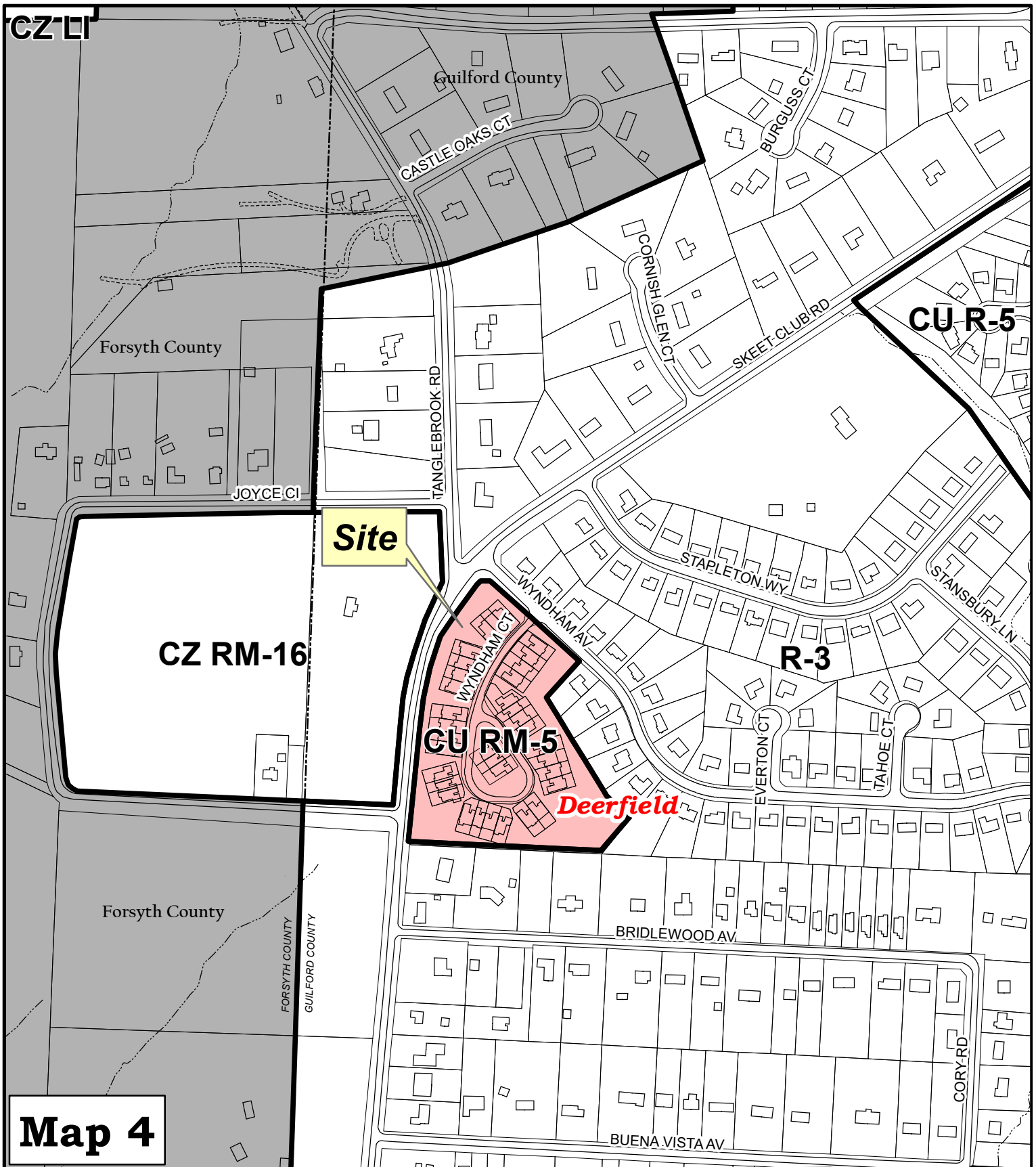
**Planning & Development
 Department**

City of High Point



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Map 4

ZONING MAP AMENDMENT ZA-20-14

From: Conditional Use Residential Multifamily-5
To: Residential Multifamily-5

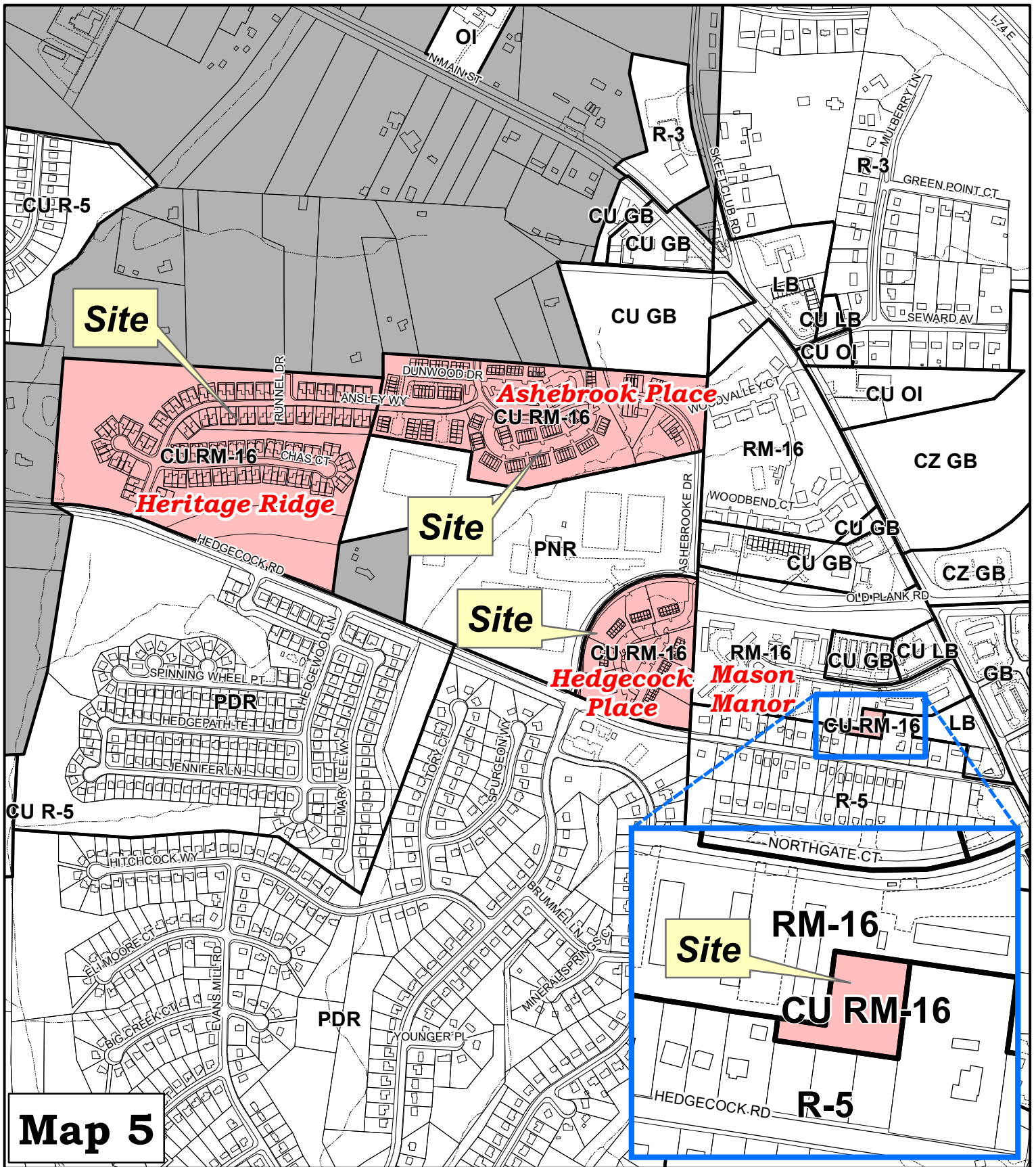
Existing Zoning Boundary —————
Subject Property Boundary - - - - -

**Planning & Development
 Department**

City of High Point



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Map 5

ZONING MAP AMENDMENT ZA-20-14

**From: Conditional Use Residential Multifamily-16
To: Residential Multifamily-16**

Existing Zoning Boundary —————
Subject Property Boundary - - - - -

**Planning & Development
Department**

City of High Point



Scale: 1"=700'
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FINANCE COMMITTEE
(Virtual Meeting)
Chaired by Council Member Moore
Members: Moore, Holmes, Peters, and Jones
July 30, 2020 – 4:00 p.m.
3rd Floor Lobby Conference Room

Present (1): Chairman Britt Moore

Participating

Remotely (3): Committee Member Michael Holmes; Committee Member Victor Jones; and Committee Member Monica Peters [joined remotely at 4:09 p.m.]

Staff Present:

Randy McCaslin, Interim City Manager; Greg Ferguson, Assistant City Manager, Eric Olmedo, Assistant City Manager; Terry Houk, Director of Public Services; Derrick Boone, Assistant Director of Public Services; Dawn Molnar, Eastside WWTP Superintendent; Lisa B. Vierling, City Clerk; and Mary S. Brooks, Deputy City Clerk

Staff Participating

Remotely: JoAnne, Carlyle, City Attorney; Travis Stroud, Interim Chief of Police; Bobby Fitzjohn, Director of Financial Services; and Gary Smith, Fleet Services Director

As part of the city of High Point's COVID-19 mitigation efforts, in-person attendance was not allowed at this meeting. Instead, the meeting was live-streamed, and the public was provided a link to listen to the meeting as it was being live-streamed.

CALL TO ORDER

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

PRESENTATION OF ITEMS

2020-275 Ordinance - HPPD - Sale of Retired Police Badges

City Council is requested to approve the sale of retired police badges. A budget amendment to appropriate the funds will be brought forward once the proceeds from the sale of the badges are collected.

Travis Stroud, Interim Chief of Police, reported that the current police badges were 23 years old; described what the old police badge looked like; said the badges would become obsolete once the new police department was completed; and that the proceeds from the sale of the badges would go toward the cost for the new badges. The Police Department is recommending approval for the sale of retired police badges; and a budget amendment to appropriate the funds once the proceeds from the sale of the badges were collected.

Committee Member Holmes asked was a decision made yet on naming the new police department. Interim Chief Stroud replied that no decision had been made at this time.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the August 3, 2020 City Council Finance Committee Consent Agenda for approval. Committee Member Holmes made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following unanimous 3-0 vote:

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

Absent (1): Committee Member Peters

2020-276 Bookmobile Donation - Growing High Point

City Council is requested to approve a donation of a surplus bookmobile to Growing High Point and authorize the appropriate city official to execute all necessary documents.

Eric Olmedo, Assistant City Manager, reported that Growing High Point requested for the bookmobile to be donated to their organization to create a mobile grocery store; the estimated value of the vehicle was between \$4,000 and \$6,000; and that the required public notice was advertised in the newspaper. Staff is recommending the donation of the bookmobile to Growing High Point and authorize the appropriate city official to execute all necessary documents.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the August 3, 2020 City Council Finance Committee Consent Agenda for approval. Committee Member Jones made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following unanimous 3-0 vote:

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

Absent (1): Committee Member Peters

2020-277 Contract - Sole Source - Eastside Wastewater Treatment Plant (ESTP) - Primary Sludge Pumps

City Council is requested to award a sole source contract to Penn Valley Pump, Co Inc. In the amount of \$32,790.00 for the purchase of an additional 6-inch Penn Valley Double Disc Pump.

Terry Houk, Public Services Director, recognized Dawn Molnar, WWTP Superintendent, in attendance who was overseeing the project for the sludge pumps; and voiced appreciation for the job she was doing. Mr. Houk reported the request was to purchase and replace the primary sludge pumps for the Eastside Wastewater Treatment Plant; said two pumps were installed already; and the remaining peristaltic pumps would be replaced over the next couple of years.

Discussion took place regarding the description of the new and old sludge pumps; and repair price comparisons for the old versus new sludge pumps.

Committee Member Jones moved to forward this matter to the City Council with a favorable recommendation and place it on the August 3, 2020 City Council Finance Committee Consent Agenda for approval. Chairman Moore made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following unanimous 4-0 vote:

Aye (4): Chairman Moore, Committee Member Jones, Committee Member Holmes, and Committee Member Peters

2020-278 Contract - James River Equipment - John Deere 672G Crawler Loader

City Council is requested to award a Sourcewell # 032119-JDC contract to James River Equipment in the amount of \$348,232 for the purchase of one (1) John Deere 672G crawler loader and declare the old loader as surplus and disposing through the online auction process.

Gary Smith, Fleet Services Director, reported The Landfill Division had a Caterpillar 963D loader in need of replacement based on hours and overall condition. The maintenance costs increased over the past year; and the loader had reached the end of its useful life. James River Equipment has a John Deere 755 Crawler Loader using the Sourcewell contract that has been researched by the landfill staff and they believe it will meet their needs. The Fleet Services Department is recommending the purchase of one John Deere 672 G crawler loader from James River Equipment in the amount of \$348,232; and to declare the old loader as surplus to be sold through the online auction process.

Chairman Moore asked who would do the servicing for the equipment. Mr. Smith replied that James River Equipment provided inhouse servicing.

Committee Member Jones inquired where the funds for the equipment would come from; on the age of the current machine; and asked how much the current equipment would surplus for. Eric Olmedo, Assistant City Manager replied that the funds would come from the landfill fund; and Mr. Smith replied that the current machine was 7 years old; and the estimated amount for surplus was between \$50,000 and \$60,000.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the August 3, 2020 City Council Finance Committee Consent Agenda for approval. Committee Member Holmes made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following unanimous 4-0 vote:

Aye (4): Chairman Moore, Committee Member Jones, Committee Member Holmes, and Committee Member Peters

2020-279

Contract - Piedmont Peterbilt - Roll Off Container Truck

City Council is requested to award a NC Sheriffs' Association contract to Piedmont Peterbilt in the amount of \$179,898 for the purchase of a Peterbilt 567 truck with a Swap Loader SL520 hook lift system and declare the old truck as surplus and disposing through the online auction process.

Gary Smith, Fleet Services Director, reported The Landfill Division had a 2009 Sterling truck with a KPAC roll off container system in need of replacement based on overall condition; and said it was used daily for servicing containers at the landfill. The Fleet Services Department is recommending the purchase of a Peterbilt 567 truck from Piedmont Perbilt in the amount of \$179,898.00; and to declare the old truck as surplus to be sold through the online auction process.

Chairman Moore inquired on the selection process for the Peterbilt 567 truck. Mr. Smith replied that Piedmont Peterbilt was the best match; and accommodated for what was needed.

Committee Member Jones moved to forward this matter to the City Council with a favorable recommendation and place it on the August 3, 2020 City Council Finance Committee Consent Agenda for approval. Committee Member Holmes made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following unanimous 4-0 vote:

Aye (4): Chairman Moore, Committee Member Jones, Committee Member Holmes, and Committee Member Peters

2020-280 Contract - Sourcewell - Ascendum Machinery - Gradall Excavator

City Council is requested to award a Sourcewell contract to Ascendum Machinery in the amount of \$346,754.72 for the purchase of a Gradall XL3100V excavator and declare the old Gradall XL3100 as surplus and disposing through the online auction process.

Gary Smith, Fleet Services Director, reported the excavator was used for ditch work and storm debris removal. The Storm Water Division is currently using a 2008 Gradall XL3100V that needs replacement due to increased maintenance costs and downtime over the past year. The Fleet Services Department is recommending approval for the purchase of the new Gradall XL3100V from Ascendum Machinery in the amount of \$346,754.72; and to declare the old Gradall XL3100 as surplus to be sold through the online auction process.

Chairman Moore inquired on the number of excavators the city owned. Mr. Smith replied one; and said that the estimated price for surplus would be between \$30,000 and \$40,000.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the August 3, 2020 City Council Finance Committee Consent Agenda for approval. Committee Member Peters made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following unanimous 4-0 vote:

Aye (4): Chairman Moore, Committee Member Jones, Committee Member Holmes, and Committee Member Peters

ADJOURNMENT

There being nothing further to come before the Finance Committee, the meeting adjourned at 4:21 p.m. upon motion duly made and seconded.

Respectfully submitted,

Mary S. Brooks, Deputy City Clerk

Britt Moore, Chairman

Delegation of Authority to Act as Certifying Officer

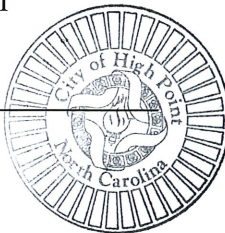
I, Christopher Williams, the Chief Elected Officer of the City of High Point, do hereby delegate to Randy McCaslin, Interim City Manager, an official of the City of High Point, or his designee, all authority necessary to act as Certifying Officer for the City of High Point under Section 104(g) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5304(g)) (HUD Act), in connection with the receipt of assistance from the U. S. Department of Housing and Urban Development (HUD) under Title 1 of the HUD Act. Such authority hereby delegated includes, but is not limited to, the authority to execute the certification required under Section 104(g) of the HUD Act; the authority to specify when appropriate that the jurisdiction has fully carried out its responsibilities for environmental review, decision making and action under Section 104(g)(1) of the HUD Act; the authority to consent to assume the status of a responsible Federal Official under the National Environmental Policy Act of 1969 and other provisions of law specified in the regulations of HUD in 24 CFR Part 58; and the authority to consent on behalf of the City of High Point and himself or herself to acceptance of the jurisdiction of the Federal courts for the purpose of enforcement of his or her responsibilities as responsible Federal Official.

Enacted on this 17th day of August, 2020.

City of High Point

BY Christopher Williams
Christopher Williams, Mayor Pro Tem

ATTEST: Lisa B. Vierling
Lisa B. Vierling, City Clerk



CITY OF HIGH POINT

AGENDA ITEM



Title: Greenway Master Plan Consultant Recommendation

From: Lee Tillery, Parks and Recreation Director **Meeting Date:** August 17, 2020

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Alta Planning and Design Scope of Services and Fee Structure

PURPOSE:

The High Point Parks and Recreation Department is seeking professional consulting services to assist in the development of a comprehensive Greenway Master Plan.

BACKGROUND:

The High Point Parks and Recreation Department requested funding through the High Point Metropolitan Planning Organization (HPMPO) to complete a Greenway Master Plan for the City. The City of High Point is the lead agency for the HPMPO and is responsible for the management of State and Federal funds used for the benefit of other member agencies. As such, Council must approve this selection. The City of High Point, on behalf of the HPMPO, invited Statement of Qualifications (SOQs) and information from qualified firms to provide professional consulting services for the development of a Greenway Master Plan. A total of eleven firms submitted proposals and City staff, along with NCDOT, selected Atla Planning and Design as the preferred firm.

BUDGET IMPACT:

High Point Parks and Recreation submitted a request to the HPMPO for Special Studies funding in the amount of \$100,000. The HPMPO approved this request with the adoption of their FY2020-2021 budget. These funds are federal funds and require a 20% match. The Parks and Recreation Department has accounted for the Local Match in our FY2020-2021 budget. The HPMPO budget is part of the High Point Department of Transportation's approved FY2020/2021 budget.

RECOMMENDATION / ACTION REQUESTED:

The Parks and Recreation Department recommends approval of this recommendation and authorization for City Management to execute a contract with Alta Planning and Design for these services.



**RFQ RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: Parks and Recreation

COUNCIL AGENDA DATE: August 17, 2020

RFQ NO.: 20-062620

DATE OPENED: June 26, 2020

DESCRIPTION:

Comprehensive Greenway Master Plan

PURPOSE:

Plan will provide a working outline of an overall Master Plan for Greenways throughout High Point. Plan will be community driven and detail a local and regional trail system that will continue to meet the leisure needs of our citizens.

COMMENTS:

The 2018 Comprehensive Parks and Recreation Master Plan revealed a strong desire from citizens for more greenways and trails. This plan will continue the work to meet these needs and enhance the quality of life in High Point.

RECOMMEND AWARD TO: Alta Planning and Design

AMOUNT: \$100,000

JUSTIFICATION:

Prior plan is 10 years old and this new plan will be funded 80% by the High Point Metropolitan Planning Organization.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD:

P. Lee Tillery

Digitally signed by P. Lee Tillery
DN: cn=P. Lee Tillery, o=City of High Point, ou,
email=lee.tillery@highpointnc.gov, c=US
Date: 2020.08.10 13:09:35 -04'00'

DATE: 08/10/2020

The Purchasing Division concurs with recommendation submitted by the Parks & Rec and recommends award to Alta in the amount of \$100,000.

PURCHASING MANAGER:

Erik S. Conti

Digitally signed by Erik S. Conti
Date: 2020.08.10 13:40:54 -04'00'

DATE:

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR:

Bobby Fitzjohn

Digitally signed by Bobby Fitzjohn
Date: 2020.08.10 14:27:23 -04'00'

DATE:

CITY MANAGER:

Randy E. McCaslin

Digitally signed by Randy E. McCaslin
Date: 2020.08.10 14:33:50 -04'00'

DATE:



111 East Chapel Hill Street
Suite 100
Durham, NC 27701
(919) 484- 8448 x.1 | Phone
(919) 484-3003 | Fax

Transmittal Form

To: City of High Point Parks & Recreation Department	Date: August 5 th , 2020
Address: 136 Northpoint Ave., High Point, NC 27262	Project: City of High Point Greenway Master Plan
Attention: Lee Tillery	Project Number:
Phone: (336) 883-3473	Number of Pages (Inc. Cover Page): 7
Fax:	Enclosures: Draft Scope of Services, Draft Schedule and Fee
From: Anne Conlon, P.E.	Send Via: Email
CC: Matt Hayes, Alta Planning + Design	RE: City of High Point Greenway Master Plan Scope and Fee

QTY	Date	Description	Original	Copy	For Approval	Information & Use	Comment & Review	Request for Services	Per Your Request
1	8/5	City of High Point Greenway Master Plan Draft Scope and Fee	X		X				

Dear Mr. Tillery,

Alta Planning + Design is pleased to submit the enclosed draft scope and fee for the City of High Point Greenway Master Plan. Please contact me should you have any questions at 717-917-4614.

Sincerely,

Anne Conlon, P.E.
Engineering Associate

City of High Point Greenway Master Plan

Draft Scope of Services

Alta Planning + Design

Project Overview

A collection of recent planning efforts in the City of High Point and surrounding region have together recommended a community-wide network of greenways. This plan will refine and prioritize this system of greenways, giving the City a framework to move forward on project development. The goal of this process is to develop an equitable and community-supported plan that can be successfully implemented through a capital improvement plan and programmatic strategies. This plan will build on the success of the existing High Point Greenway as well as the Southwest Greenway Plan recommendations.

Task 1: Project Management

Alta's Project Manager will be the main point of contact and will provide regular updates through e-mail, telephone, and in-person meetings, along with accurate project invoicing each month. The project manager will coordinate all subconsultants. Alta's Principal-in-Charge will oversee the quality control process throughout the life of the project.

TASK 1 DELIVERABLES:

- Kick-off call with client, project manager, and principal-in-charge
- Monthly invoices including a brief summary of work progress

Task 2: Public Involvement

TASK 2A: ADVISORY COMMITTEE MEETINGS

Alta will lead and facilitate three Advisory Committee meetings at key points in the process: one at project kickoff; one to review the refined network, proposed greenway typology, and recommendations for improvements to the High Point greenway; and one to review the proposed prioritization framework and selection of priority projects for detailed analysis. Meetings will be conducted via Zoom or a similar remote format, with interactive map work sessions. We will generate a study area base map for use during the kickoff meeting. Items to be discussed and accomplished at the kick-off meeting include:

- Review project goals, scope, and data needs and responsibilities
- Review existing opportunities and deficiencies, including needs along the High Point Greenway
- Define types of greenway trails and tools in the toolbox (on-road and off-road facilities and treatments) to inform development of a greenway typology
- Confirm existing facilities and related projects currently in development during a map-work session (funded, in design, and under construction)
- Identify remaining gaps in the previously proposed network
- Discuss public engagement strategies

TASK 2B: DATABASE/MAILING LIST/SOCIAL MEDIA

The project team will work closely with the City, including the Marketing and Communications Department, to leverage their resources including email list-serves, resident databases from previous planning exercises, and social media channels. We will also ask to leverage the Advisory Committee resources and communications channels. The goal will be to develop a comprehensive, inclusive database and strategies for reaching a diverse range of High Point residents through a variety of media – water bill/direct mailing, email, social media, neighborhood groups, etc.

TASK 2C: PROJECT WEBSITE AND COMMENT FORM

City staff and the project team will work together to launch a project website that provides up-to-date information about the planning process and opportunities for input. Because a number of surveys have been conducted in recent planning efforts, the project team will review public input to those efforts to inform draft recommendations (see Task 3A). We will generate and post a comment form once a draft plan has been developed so that residents can respond to recommendations, which will be held open for a period of time determined by the City. To make the comment form more engaging, we will ask visual preference survey questions.

TASK 2D: PUBLIC WORKSHOPS

The project team will facilitate two public workshops: one early in the project to raise awareness and gather prioritization input from the community, and one at the Draft Plan stage, receiving feedback on recommendations. Tasks 2B and 2C will be used to advertise the meetings. Workshops will take place online as virtual engagement sessions with a presentation and interactive feedback opportunities. This can occur in virtual “rooms” by workshop topic, through real-time polling and results, chat box discussion, and open discussion.

TASK 2E: FOCUS GROUP MEETINGS

The project team will conduct up to three focus group meetings in order to seek additional input from groups that are not being reached by other methods. We will track input geographically to identify underreached neighborhoods, and work with the City to coordinate focus groups in response as needed. One of the focus group meetings may also support other needs that arise in the process, like a regional trails discussion with the City of Greensboro and Piedmont Legacy Trails group to discuss trail enhancements/intersection improvements/wayfinding improvements for better connectivity of the High Point Greenway and Bicentennial Greenway.

TASK 2 DELIVERABLES:

- Three committee meetings with zoom conferencing, input maps, presentation materials, and meeting summaries
- Project website and online public comment form
- Two (2) virtual workshops using Zoom (or similar)
- Up to three (3) virtual focus group meetings

Task 3: Existing Conditions

TASK 3A EXISTING PLANS REVIEW

Alta will review, consolidate, and summarize greenway recommendations from several current plans, including the following:

- High Point Pedestrian Plan
- High Point Regional Bike Plan
- Great Trails State Plan
- Southwest Greenway (Heritage Greenway) Feasibility Study
- BUILD grant effort for the Heritage Greenway

We will also conduct a review of greenway projects submitted through SPOT to understand how they have scored (including Penny Road connection from City Lake park to Piedmont Environmental Center, High Point Railroad Esplanade, and Cedrow Drive on-road/separated bike facility). We will review any opportunity for them to score better by adjustments to routing, etc. The client will provide SPOT output information based on previous submittals to support this review.

TASK 3B DATA AND MAPPING

Alta will build off of the map prepared for the proposal and the plan review in Task 3C to develop GIS data and mapping summarizing the existing and planned greenway network as well as opportunities and constraints for network expansion. Further data that may be collected and analyzed includes sidewalk data, aerial photography, zoning, land use, census data, rights-of-way, easements, topography, waterways, parks, schools, major commercial centers, destinations, trailhead opportunities, waterway accesses, utility corridors, conservation lands, State Parks lands, and potential environmental issues. With the GIS base mapping completed, we will print maps for use during field work and subsequent meetings.

TASK 3C EXISTING GREENWAY SITE REVIEW

The project team will walk key segments of the High Point Greenway and conduct a photo inventory and map of existing trail conditions that may include high-level descriptions of pavement condition, miscellaneous hazards, and intersection treatments and needs. This work will support recommendations on improvements to existing trails and programmatic trail maintenance.

TASK 3 DELIVERABLES:

- Plan and policy review
- Base map
- Existing greenway photo inventory and conditions map

Task 4: Network Development and Prioritization

TASK 4A: PROPOSED GREENWAY TYPOLOGY AND NETWORK

Alta will use the previous tasks to recommend a city-wide typology of greenways and a set of projects consisting of new greenway segments and improvements to the existing High Point Greenway. Using GIS, we will illustrate conceptual greenway routes and categorize the network based on the typology. We will provide concise design guidance by greenway type for the City to use as projects move into design and implementation.

As part of proposed project improvements, Alta will generate a set of proposed trailhead locations to provide adequate parking and amenities at strategic locations throughout the system. We will identify City-owned lands and other privately-owned parcels that would be strategic trailhead sites. In addition, we will have a

tiered set of three types of trailheads from “high-end” with significant parking/restroom facilities to a “lower-end” with less parking and basic amenities.

TASK 4B: NETWORK PRIORITIZATION

Alta will develop a prioritization framework based on input from project staff, the advisory committee, and public input (as documented in recent planning efforts). This framework will build on key analyses in recent plans (equity and demand analyses, Pedestrian Plan; bicycle suitability analysis, Bicycle Plan) and consider sociodemographic and geographic equity, right-of-way opportunities, and environmental constraints. Proposed projects will be grouped into priority categories and presented in a series of maps that convey how the prioritized network will build out over time. Following network prioritization, Alta will work with the client to select two high priority projects for detailed analysis.

TASK 4 DELIVERABLES:

- Proposed greenway typology summary and greenway network map
- Prioritization framework and prioritized network map series

Task 5: Priority Project Analysis

TASK 5A: SITE REVIEWS FOR PRIORITY PROJECTS

Alta will conduct site visits for the two selected high priority projects. In the field, we will focus on determining broad-level feasibility for greenway connections, taking note of opportunities or constraints that may not be evident from the remote analysis. We will pay special attention to roadway, railway, and waterway crossings that would be necessary for connectivity, including on-street bicycle and pedestrian improvements, if necessary.

TASK 5B: PROJECT CUTSHEETS FOR HIGH PRIORITY CORRIDORS

Based on field assessment and a consideration of construction and maintenance cost, Alta will develop more detailed greenway alignments for the two high priority corridors, including more than one alternative where appropriate. The Alta/Three Oaks team will complete a rapid permit assessment for these corridors that examines the potential federal/state/local hurdles as they relate to environmental features (surface waters, riparian buffers, wetlands, soil erosion, FEMA, local ordinances) and historic sites. This will include an assessment of potential costs that include permit fees and mitigation, and will inform proposed routing.

We will generate a map series that features the greenway corridors and alternatives in clear detail and describes opportunities and constraints of the segment, routing, and infrastructure recommendations. In order for the Committee and general public to have a better understanding of the greenways themselves, we will provide attractive and legible cross sections attached to the segments of the trails displayed in maps above, following national and state standards. Cross-sections may include a paved shared-use path, on-road facility (separated bikeway/sidewalk, in-roadway shared-use path, shared-use sidepath), and natural surface trail.

Engineering staff from the project team will develop construction cost estimates for the two high priority corridors using an NCDOT template. These cost estimates will provide the City with a good understanding of potential costs as they move priorities toward implementation.

TASK 5 DELIVERABLES:

- Project cutsheets for two (2) high priority corridors, including a permit assessment and cost estimates

Task 6: Draft Plan and Implementation Strategy

Alta will prepare a graphically-rich, action-oriented, and concise draft plan that includes a summary of analysis and recommendations. The plan will graphically match the *High Point MPO Regional Bicycle Plan* for continuity and efficiency. The overall structure of the plan will include an introduction, a brief overview of existing conditions, the proposed greenway typology and network, a network prioritization strategy, priority project cutsheets, maintenance recommendations, and an implementation strategy. With input from City staff, the draft plan will recommend a partnership structure for future greenways and describe potential grants and other funding sources. We will track and include federal and state stimulus funding sources as they arise during the planning process.

TASK 6 DELIVERABLES:

- Digital copy of the draft plan, publicly available for download from the project website

Task 7: Final Plan and Presentations

With comments from the City, Advisory Committee, and High Point residents, Alta will complete the Final Plan and develop a companion Executive Summary. The Executive Summary will be a graphics-heavy, short document, that will hit the key elements of the full plan for use in presenting the plan to local leaders.

Alta will produce a summary powerpoint highlighting the critical nature of greenways to High Point and the key plan recommendations and deliver a virtual presentation to up to three audiences selected by the client. These may include the High Point Prosperity and Livability Committee, the High Point City Council, or the Parks and Recreation Advisory Commission. Alta will provide the powerpoint to the client for use in additional presentations.

TASK 7 DELIVERABLES:

- Three (3) hard copies and one (1) digital copy of the final plan and executive summary, and one digital copy of the summary powerpoint, publicly available for download from the project website
- Virtual final presentation to up to three audiences
- GIS files for all generated features classes and maps included in the plan

Proposed Schedule

Task	Sep	Oct	Nov	Dec	Jan	Mar	Apr	May
Task 1: Project Management								
Task 2: Public Involvement								
Advisory Committee Mtg 1 Kickoff								
Advisory Committee Mtg 2 Prioritization								
Advisory Committee Mtg 3 Draft Plan								
Public Workshop 1								
Focus Groups								
Public Workshop 2								
Task 3: Existing Conditions								
Task 4: Network Development and Prioritization								
Task 5: Priority Project Analysis								
Task 6: Draft Plan and Implementation Strategy								
Task 7: Final Plan and Presentations								

Proposed Fee

Task	Fee
Task 1: Project Management	\$6,400
Task 2: Public Involvement	\$23,700
Task 3: Existing Conditions	\$8,300
Task 4: Network Development and Prioritization	\$9,400
Task 5: Priority Project Analysis	\$19,200
Task 6: Draft Plan and Implementation Strategy	\$17,400
Task 7: Final Plan and Presentations	\$14,900
Expenses	\$700
Total	\$100,000

“AN ORDINANCE AMENDING THE 2020-2021 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS FOR THE ONE NORTH CAROLINA FUND
PASS THROUGH GRANT

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

Section 1. The City of High Point has received \$160,000 from the One North Carolina and will distribute the funds to the grant's subrecipient.

Section 2. The the following revenue is available to the City of High Point

State Grant Revenue	\$160,000
---------------------	-----------

Section 3. The following amounts are appropriated for the Grant:

Economic Development Incentives	\$160,000
---------------------------------	-----------

Section 4. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 5. That this ordinance shall be effective from and after its passage."

Adopted by the City Council
City of High Point, North Carolina
The 17th day of August, 2020.

By: 
Christopher Williams, Mayor Pro Tem

ATTEST:


Lisa B. Vierling, City Clerk



CITY OF HIGH POINT

AGENDA ITEM



Title: Guilford County CARES Act funding

From: Eric Olmedo, Assistant City Manager

Public Hearing: N/A

Attachments: Interlocal Agreement & Resolution

Meeting Date: August 17, 2020

Advertising Date: N/A

Advertised By: N/A

PURPOSE:

Request to adopt a Resolution approving an Interlocal Agreement between Guilford County and the City of High Point regarding CARES Act funding.

BACKGROUND:

Cities and Counties with populations of 500,000 or more received funding from the Federal Government under the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). Guilford County received approximately \$93,700,000 in funding, since it is a unit of government with a population over 500,000. Under this act, there is no requirement that Guilford County share any of the funds with municipalities within the County, however, they have chosen to do so based on a formula using population. High Point's share of the funding based on population is \$1,113,220.

BUDGET IMPACT: The City will receive funding of \$1,113,220 to reimburse direct expenses related to the COVID-19 pandemic.

RECOMMENDATION / ACTION REQUESTED: Staff recommends and asks the Council adopt a Resolution approving the interlocal agreement and authorize the appropriate city official to execute all necessary documents.

**RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN
THE CITY OF HIGH POINT AND THE COUNTY OF GUILFORD FOR
PARTICIPATION IN THE GUILFORD COUNTY LOCAL GOVERNMENT
COVID-19 REIMBURSEMENT PROGRAM**

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

WHEREAS, Guilford County, North Carolina (“County”) is a body politic and corporate in the State of North Carolina, established and regulated by Chapter 98 of the Public Local and Private Laws of 1941, as amended by Chapter 793 of the 1969 Session Laws of Chapter 594 of the 1985 Session Laws, and

WHEREAS, Guilford County received approximately \$93,700,000 from the United States Government pursuant to the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”); and

WHEREAS, The CARES Act provides for payments to local government navigating the impact of the COVID-19 outbreak via the Coronavirus Relief Fund; and

WHEREAS, the CARES Act provides that payments from the Coronavirus Relief Fund may only be used to cover expenses which: (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the local government; and (3) were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020; and

WHEREAS, Guilford County was eligible to receive payments under the CARES Act, as it is a unit of local government in excess of 500,000 residents; and

WHEREAS, the United States Department of Treasury has issued guidelines with regards to the authorized use of funds allocated to local governments under the CARES Act; and

WHEREAS, neither the CARES Act, the United States Department of Treasury, nor state law, requires that the County disburse any funds to local municipalities within its geographic boundaries; and

WHEREAS, under the CARES Act, the County is ultimately responsible for any expenditures from CARES Act funds; and

WHEREAS, much uncertainty remains regarding future costs the County and local municipalities will be forced to bear related to the coronavirus emergency, and

WHEREAS, much uncertainty exists as to the potential for future allocations of federal or state monies to defray those future costs, and

WHEREAS, the Parties wish to enter into an interlocal agreement to promote the most efficient distribution of resources which have been made available to Guilford County to benefit the citizens of Guilford County, and

WHEREAS, under the CARES Act, should the Office of the Inspector General determine that the funds were used in a manner contrary to the intent of the legislature or contrary to the United States' Department of Treasury guidelines, the CARES Act provides that the federal government may recoup the improperly spent funds from the County; and

WHEREAS, the County, those municipalities within Guilford County, and their residents, have suffered secondary effects of the coronavirus emergency, as the State of North Carolina has ordered the closure of non-essential businesses; and

WHEREAS, Guilford County, as the jurisdiction responsible for disbursement of funds under the CARES Act, finds that it is appropriate to use these funds to defray certain costs incurred by the City related to the coronavirus emergency; and

WHEREAS, the disbursement of funds under the CARES Act to the City is in the best interests of the County, the City and their residents.

THEREFORE, BE IT RESOLVED by the High Point City Council, that the Mayor is hereby authorized to execute the Interlocal Agreement between the City of High Point and the County of Guilford for participation in the Guilford County Local Government COVID-19 Reimbursement Program, in which the City shall receive reimbursement, in aggregate, no more than \$1,113,220.00 for COVID-19 eligible response and recovery expenses.

.

Adopted this the 17th day of August 2020.

Jay Wagner, Mayor

Attest:

Lisa B. Vierling, City Clerk

**INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN GUILFORD
COUNTY LOCAL GOVERNMENT COVID-19 REIMBURSEMENT PROGRAM**

THIS AGREEMENT is made and entered into on this ____ day of August, 2020 by and between the County of Guilford, a body politic and corporate, hereinafter referred to as "COUNTY" and the City of High Point, a unit of municipal government, hereinafter referred to as "MUNICIPALITY", and collectively referred to as "the Parties".

RECITALS

WHEREAS, Guilford County received approximately Ninety-Three million seven hundred thousand dollars (\$93,700,000) from the United States Government pursuant to the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"); and

WHEREAS, the CARES Act provides for payments to local governments navigating the impact of the COVID-19 outbreak via the Coronavirus Relief Fund; and

WHEREAS, the CARES Act provides that payments from the Coronavirus Relief Fund may only be used to cover expenses which: (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the local government; and (3) were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020; and WHEREAS, Guilford County was eligible to receive payments under the CARES Act, as it is a unit of local government in excess of 500,000 residents: and

WHEREAS, the United States Department of Treasury has issued guidelines with regards to the authorized use of funds allocated to local governments under the CARES Act; and

WHEREAS, neither the CARES Act, the United States Department of Treasury, nor state law, requires that the County disburse any funds to local municipalities within its geographic boundaries; and

WHEREAS, under the CARES Act, the County is ultimately responsible for any expenditures from CARES Act funds; and

WHEREAS, much uncertainty remains regarding future costs the County and local municipalities will be forced to bear related to the coronavirus emergency, and

WHEREAS, much uncertainty exists as to the potential for future allocations of federal or state monies to defray those future costs, and

WHEREAS, this agreement is intended to promote the most efficient distribution of resources which have been made available to Guilford County to benefit the citizens of Guilford County, and

WHEREAS, under the CARES Act, should the Office of the Inspector General determine that the funds were used in a manner contrary to the intent of the legislature or contrary to the United States' Department of Treasury guidelines, the CARES ACT provides that the federal government may recoup the improperly spent funds from the County; and

WHEREAS, the County, those municipalities within Guilford County, and their residents, have suffered secondary effects of the coronavirus emergency, as the State of North Carolina has ordered the closure of non-essential businesses; and

WHEREAS, Guilford County, as the jurisdiction responsible for disbursement of funds under the CARES Act, finds that it is appropriate to use these funds to defray certain costs incurred by the Municipality related to the coronavirus emergency; and WHEREAS, the disbursement of funds under the CARES Act to the Municipality is in the best interests of the County, the Municipality and their residents.

NOW, THEREFORE, in consideration of the mutual covenants and Agreements contained herein, the Parties hereby agree as follows:

1.0 Recitals, Definitions, and Purpose.

1.1 Recitals Incorporated. The recitals set forth above are incorporated in this Agreement by reference and made a part of this Intergovernmental Agreement ("IGA").

1.2 Definitions.

A. "CARES Act funds" shall refer to funds which have been allocated to Guilford County under the Coronavirus Aid, Relief, and Economic Security Act

("CARES Act") of which Guilford County is responsible for the disposition.

B. "Forms" shall refer to forms or application documents used to seek reimbursement of coronavirus related expenses under this agreement.

"Expenses" shall refer to the cost of tangible goods and services which (1) were necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the local government; and (3) were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020. Examples of "Tangible Goods" would include, but are not limited to, personal protection and medical equipment, sanitation and disinfectant products, software, laptops and technology equipment necessary for employees to telecommute. "Services" as used in this definition means actions or intangible things which were performed by individuals who are not municipal employees. Further, "Expenses" shall include payroll costs for municipal employees where such employees time was substantially dedicated to mitigating the spread or responding to the public health emergency and/or who have been reassigned from their budgeted role to a different function to substantially support COVID-19 related activities. "Expenses" shall not include the complete payroll costs for employees who are not substantially dedicated to the mitigation or response to the public health emergency, except as set forth in 5.1 of this Agreement. Expenses may also include economic development programs designed to support and defray the costs of local businesses (within the geographic boundaries of Guilford County) negatively impacted by the executive orders which required such businesses be closed or have their operations seriously curtailed.

C. All other words used in this agreement which are not specifically defined shall have their normal and ordinary meaning.

1.3 Purpose. The purpose of this Agreement is to establish a contractual relationship between the County and Municipality with regards to the proposed reimbursement of municipal expenses associated with the coronavirus emergency from federal CARES Act funds which the United States Federal Government has disbursed to the County. This agreement shall remain in effect between the parties to govern the form of applications for reimbursement, the review of applications, the criteria for reimbursable expenses, the retention of documents, and other material terms governing the processing of reimbursement applications.

2.0 Obligations of the County

2.1 Generally. The County, by and through its Emergency Management and Finance Departments, shall review and process requests for reimbursement received by Municipality subject to the requirements set forth herein.

2.2 Submittal does not guarantee approval. The County, by receiving and processing the reimbursement requests of Municipality, does not guarantee approval of the reimbursement requests by the County Emergency Management, the Guilford County Finance Department, the United States Department of Treasury, or the Office of the Inspector General.

2.3 No further obligations. The County shall have no further obligations under this IGA other than those expressly set forth.

3.0 Obligations of the Municipality

3.1 Generally. In order to submit requests for reimbursement of coronavirus emergency related expenditures, Municipality agrees to submit the forms, certifications and documentations set forth in this agreement for any expense for which Municipality seeks reimbursement under this Agreement. Municipality agrees that the sole and exclusive decision as to whether or not Municipalities request is granted lies within the discretion of Guilford County, and that submission of expenses for reimbursement does not obligate the County to agree to reimburse those expenses.

Municipality agrees that the County, through its Emergency Management and Finance Departments, may reject expenses which are clearly not permitted uses for CARES ACT funds such as using the funds for revenue replacement.

4.0 Form of Expense Submittals, Certification, failure to use form or comply with criteria

4.1 Generally. The Parties agree that expenses for which Municipality seeks reimbursement shall be submitted in a manner and on forms created by the County. County will ensure that the forms and process properly balance administrative convenience to the Parties and provide sufficient information for the County to issue a reimbursement. A separate reimbursement request form shall be submitted for each separate type of expenditure.

4.2 Certification. Each request for reimbursement shall be accompanied by a certification wherein the Mayor certifies that the expenses for which Municipality seeks reimbursement: (i) are necessary expenditures incurred due to the public health emergency with response to the Coronavirus Disease 2019, (ii) which were not accounted for in the most recently approved budget of the municipality, as of March 27, 2020, (iii) were incurred during the period between March 1, 2020 and December 30, 2020. By entering into this agreement, Municipality authorizes its Mayor to sign such certification on behalf of Municipality.

4.3 Failure to comply with Department of Treasury Guidelines. The County reserves the right to reject any reimbursement which it feels, in its sole and exclusive discretion, does not meet the criteria of the CARES Act or United States Department of Treasury guidelines associated with disbursement of funds under the CARES Act.

5.0 Expenses to be reimbursed; Caps of maximum amount of reimbursements available to Municipality; prohibition on duplicate reimbursement.

5.1 Municipality may submit expenses as set forth in section 1.2(c) of this Agreement. Where submitted expenses are seeking reimbursement for employee payroll costs, the County requires that the expenses be separated into two categories. The first category shall be employees whose time was substantially dedicated to mitigating the spread or responding to the public health emergency and/or who

have been reassigned from their budgeted role to a different function to substantially support COVID-19 related activities. For purposes of this section "substantially dedicated" shall mean that sixty percent (60%) or more of the employees' time was dedicated to mitigating the spread or responding to the public health emergency related to COVID-19. Municipality may submit, and the County will consider, reimbursing 100% of the salary of "substantially dedicated" employees. The second category shall consist of employees whose time is not "substantially dedicated" to mitigating the spread of or responding to the COVID-19 public health emergency, but who have spent some portion of their compensated time (but less than sixty percent (60%)) mitigating the spread of or responding to the COVID-19 Public Health Emergency. The Municipality may submit, and the County will consider, reimbursing payroll in the amount of the proportion of the individual employees' time spent mitigating the spread of or responding to the COVID-19 public health emergency. For example, if an employee spent twenty percent (20%) of his or her compensated time mitigating the spread of or responding to the COVID-19 public health emergency, the municipality may submit for reimbursement of twenty percent (20%) of the employees' salary during the period of time in which the employee was engaging in COVID-19 related responses.

- 5.2 Municipality shall seek reimbursement from FEMA Public Assistance for eligible expenditures prior to requesting reimbursement of the Coronavirus Relief Fund allocation. Documentation shall be provided for FEMA denials or partial funding. Municipality shall not be entitled to reimbursement of expenses for which it has received reimbursement from another State, or federal program designed to reimburse local government for costs associated with the coronavirus emergency or other emergencies. If Municipality receives reimbursement from any program referenced above, Municipality shall refund any duplicate reimbursement to the County.
- 5.3 Under this program, Municipality shall receive reimbursement, in aggregate, no more than \$1,113,220.00 for COVID-19 eligible response and recovery expenses. All

reimbursement requests shall be submitted no later than December 1, 2020.

6.0 Cooperation

- 6.1 The County shall assist Municipality in complying with the requirements of the CARES Act and the United States Department of Treasury guidelines by preparing forms and providing feedback and guidance with regards to the type and quality of information required to complete such forms.
- 6.2 Municipality agrees to abide by the terms of the CARES Act and all United States Department of Treasury guidelines.
- 6.3 Municipality shall, at the County's request, supply County with all relevant information for the County to evaluate whether a request for reimbursement meets the criteria under the CARES Act and United States Department of Treasury guidelines.

7.0 Records

- 7.1 Municipality shall maintain all records relating to the expenses which Municipality seeks to have reimbursed by County from CARES Act funds for a period of at least ten (10) years or the period of time required by other state or federal law, whichever is longer.
- 7.2 At any time, Guilford County, the Guilford County Finance Department, or the Guilford County Internal Auditor, may request that the Municipality provide records relating to the expenses which Municipality seeks to have reimbursed. Municipality agrees to provide records in response to such requests.
- 7.3 Failure to provide records may result in the denial of the reimbursement request. In circumstances where the reimbursement request has been granted and the records are needed to justify the reimbursement to the Office of the Inspector General or any other office, official, or department which may later become responsible for auditing disbursements of CARES Act funds, failure by Municipality to provide these records, for any reason including the prior destruction of these records, shall constitute a breach of this Agreement. The sole and exclusive remedy for such a breach is that Municipality shall be responsible for repayment of any disbursement which the Office of Inspector General, or its successor, finds improper,

unsupported, or unable to be verified. Additionally, Municipality agrees to indemnify the County or make the County whole for any penalty assessed against the County based upon Municipality's failure to retain or provide records.

8.0 Timeliness.

8.1 The Parties agree that time is of the essence in the processing of applications for reimbursement. The County shall use all reasonable speed and diligence in the processing of applications for reimbursement.

8.2 The Parties agree that time is of the essence in communications seeking supporting documents or requesting records under this agreement. The Parties agree that they shall use all reasonable speed and diligence in responding to requests for records or supporting documents.

9.0 Indemnity.

9.1 The Parties agree that where the County relied upon the certification of the Municipality that such expenses which Municipality sought to have reimbursed from CARES Act funds met the minimum requirements of the CARES Act, and where the Office of the Inspector General, or any other person, official, or department which is charged with the auditing and review of expenditures of CARES Act funds determines that such reimbursement was not permitted under the CARES Act, Municipality agrees to indemnify, reimburse and make whole the County for any funds which the United States Government or its agencies seeks to recoup or collect, either by litigation, or by withholding other federal funds owed to the County. Municipality further agrees to indemnify, reimburse, or make whole the County for any penalties associated with the federal government seeking to recoup the expended CARES Act funds which the County disbursed to Municipality including interest, or any penalty provided by law.

9.2 Municipality agrees to hold County harmless for any evaluation or advice which the County provided to Municipality as to whether the requested reimbursement is a permissible use of the CARES Act funds.

10.0 Term and termination

10.1 Term. This Agreement shall remain in effect until either party provides written notice of termination to the other.

Such notice shall be effective 14 days after receipt of the termination.

10.2 Survival of Terms. Those terms relating to the party's obligation to maintain records and provide records, and the Municipality's indemnification of the County shall survive the termination of this Agreement.

11.0 Amendment

11.1 Amendments to this Agreement may be performed with the written consent of the Guilford County Board of Commissioners and Municipal governing board.

12.0 Notices and duplicate copies.

12.1 Written notices required pursuant to this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested or electronic mail:

Guilford County: Marty K. Lawing
County Manager

301 W. Market Street
Greensboro North Carolina 27402

With a copy to:

Guilford County Attorney's Office
ATTN: Mark Payne

301 W. Market Street
Greensboro, North Carolina 27402

Municipality: Randy McCaslin
Interim, City Manager
High Point City Manager
PO Box 230
High Point, NC 27261

With Copies to:

JoAnne Carlyle
High Point City Attorney

12.2 The Parties agree that this agreement may be entered into using identical counterparts, each of which when executed and delivered to the other party shall constitute a duplicate original, but all counterparts together shall constitute a single agreement. Upon ratification by the governing board of the respective parties, the parties shall each transmit the signed counterparts of this agreement to the other using the recipients listed above in Section 12.1 of this Agreement. This agreement shall go into effect immediately upon the ratification of the last party to execute this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, using duplicate counterparts, on the dates listed below.

COUNTY OF GUILFORD:

City of High Point:

Jeffrey M. Phillips

Jay Wagner

Chairman

Mayor

Attest: _____

Attest: _____

Robin B. Keller

Lisa B. Vierling

County Clerk to the Board

City Clerk

Date:_____

Date:_____

**RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN
THE CITY OF HIGH POINT AND THE COUNTY OF FORSYTH FOR
PARTICIPATION IN THE FORSYTH COUNTY LOCAL GOVERNMENT
COVID-19 REIMBURSEMENT PROGRAM**

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

WHEREAS, Forsyth County, North Carolina ("County") is a body politic and corporate in the State of North Carolina, established and regulated by Chapter 98 of the Public Local and Private Laws of 1941, as amended by Chapter 793 of the 1969 Session Laws of Chapter 594 of the 1985 Session Laws, and

WHEREAS, Forsyth County received approximately \$3,472,407 from the United States Government pursuant to the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"); and

WHEREAS, the Federal Government allocated \$150 million to the State of North Carolina in Coronavirus Relief Funds to be distributed to the 97 North Carolina counties with populations under 500,000 and the state required that each county allocate 25% of their funds to municipalities within the county for allowable uses; and

WHEREAS, High Point has a very small portion of its population in Forsyth County and based on High Point's population in Forsyth County, High Point is eligible to receive \$1,281 from Forsyth County; and

WHEREAS, The CARES Act provides for payments to local government navigating the impact of the COVID-19 outbreak via the Coronavirus Relief Fund; and

WHEREAS, the CARES Act provides that payments from the Coronavirus Relief Fund may only be used to cover expenses which: (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the local government; and (3) were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020; and

WHEREAS, the United States Department of Treasury has issued guidelines with regards to the authorized use of funds allocated to local governments under the CARES Act; and

WHEREAS, under the CARES Act, the County is ultimately responsible for any expenditures from CARES Act funds; and

WHEREAS, much uncertainty remains regarding future costs the County and local municipalities will be forced to bear related to the coronavirus emergency, and

WHEREAS, much uncertainty exists as to the potential for future allocations of federal or state monies to defray those future costs, and

WHEREAS, the Parties wish to enter into an interlocal agreement to promote the most efficient distribution of resources which have been made available to Forsyth County to benefit the citizens of Forsyth County, and

WHEREAS, under the CARES Act, should the Office of the Inspector General determine that the funds were used in a manner contrary to the intent of the legislature or contrary to the United States' Department of Treasury guidelines, the CARES ACT provides that the federal government may recoup the improperly spent funds from the County; and

WHEREAS, the County, those municipalities within Forsyth County, and their residents, have suffered secondary effects of the coronavirus emergency, as the State of North Carolina has ordered the closure of non-essential businesses; and

WHEREAS, Forsyth County, as the jurisdiction responsible for disbursement of funds under the CARES Act, finds that it is appropriate to use these funds to defray certain costs incurred by the City related to the coronavirus emergency; and

WHEREAS, the disbursement of funds under the CARES Act to the City is in the best interests of the County, the City and their residents.

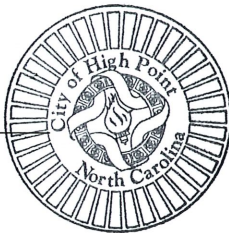
THEREFORE, BE IT RESOLVED by the High Point City Council, that the Mayor is hereby authorized to execute the Interlocal Agreement between the City of High Point and the County of Forsyth for participation in the Forsyth County Local Government COVID-19 Reimbursement Program, in which the City shall receive reimbursement, in aggregate, no more than \$1,281 for COVID-19 eligible response and recovery expenses.

Adopted this the 17th day of August 2020.


Christopher Williams, Mayor Pro Tem

Attest:


Lisa B. Vierling, City Clerk



ORDINANCE

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

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

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

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

PROPERTY LOCATION

1519 Baker Road
Development, LLC

OWNER (S)

Elite Property Development, LLC

PO.Box 290
Beckley, W.V. 25802

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

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

Adopted by City Council,
This the 17th day of August, 2020

Lisa B. Vierling, City Clerk

**INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN GUILFORD
COUNTY LOCAL GOVERNMENT COVID-19 REIMBURSEMENT PROGRAM**

THIS AGREEMENT is made and entered into on this ____ day of August, 2020 by and between the County of Guilford, a body politic and corporate, hereinafter referred to as "COUNTY" and the City of High Point, a unit of municipal government, hereinafter referred to as "MUNICIPALITY", and collectively referred to as "the Parties".

RECITALS

WHEREAS, Guilford County received approximately Ninety-Three million seven hundred thousand dollars (\$93,700,000) from the United States Government pursuant to the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"); and

WHEREAS, the CARES Act provides for payments to local governments navigating the impact of the COVID-19 outbreak via the Coronavirus Relief Fund; and

WHEREAS, the CARES Act provides that payments from the Coronavirus Relief Fund may only be used to cover expenses which: (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the local government; and (3) were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020; and WHEREAS, Guilford County was eligible to receive payments under the CARES Act, as it is a unit of local government in excess of 500,000 residents: and

WHEREAS, the United States Department of Treasury has issued guidelines with regards to the authorized use of funds allocated to local governments under the CARES Act; and

WHEREAS, neither the CARES Act, the United States Department of Treasury, nor state law, requires that the County disburse any funds to local municipalities within its geographic boundaries; and

WHEREAS, under the CARES Act, the County is ultimately responsible for any expenditures from CARES Act funds; and

WHEREAS, much uncertainty remains regarding future costs the County and local municipalities will be forced to bear related to the coronavirus emergency, and

WHEREAS, much uncertainty exists as to the potential for future allocations of federal or state monies to defray those future costs, and

WHEREAS, this agreement is intended to promote the most efficient distribution of resources which have been made available to Guilford County to benefit the citizens of Guilford County, and

WHEREAS, under the CARES Act, should the Office of the Inspector General determine that the funds were used in a manner contrary to the intent of the legislature or contrary to the United States' Department of Treasury guidelines, the CARES ACT provides that the federal government may recoup the improperly spent funds from the County; and

WHEREAS, the County, those municipalities within Guilford County, and their residents, have suffered secondary effects of the coronavirus emergency, as the State of North Carolina has ordered the closure of non-essential businesses; and

WHEREAS, Guilford County, as the jurisdiction responsible for disbursement of funds under the CARES Act, finds that it is appropriate to use these funds to defray certain costs incurred by the Municipality related to the coronavirus emergency; and WHEREAS, the disbursement of funds under the CARES Act to the Municipality is in the best interests of the County, the Municipality and their residents.

NOW, THEREFORE, in consideration of the mutual covenants and Agreements contained herein, the Parties hereby agree as follows:

1.0 Recitals, Definitions, and Purpose.

1.1 Recitals Incorporated. The recitals set forth above are incorporated in this Agreement by reference and made a part of this Intergovernmental Agreement ("IGA").

1.2 Definitions.

A. "CARES Act funds" shall refer to funds which have been allocated to Guilford County under the Coronavirus Aid, Relief, and Economic Security Act

("CARES Act") of which Guilford County is responsible for the disposition.

- B. **"Forms"** shall refer to forms or application documents used to seek reimbursement of coronavirus related expenses under this agreement.

"Expenses" shall refer to the cost of tangible goods and services which (1) were necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the local government; and (3) were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020. Examples of "Tangible Goods" would include, but are not limited to, personal protection and medical equipment, sanitation and disinfectant products, software, laptops and technology equipment necessary for employees to telecommute. "Services" as used in this definition means actions or intangible things which were performed by individuals who are not municipal employees. Further, "Expenses" shall include payroll costs for municipal employees where such employees time was substantially dedicated to mitigating the spread or responding to the public health emergency and/or who have been reassigned from their budgeted role to a different function to substantially support COVID-19 related activities. "Expenses" shall not include the complete payroll costs for employees who are not substantially dedicated to the mitigation or response to the public health emergency, except as set forth in 5.1 of this Agreement. Expenses may also include economic development programs designed to support and defray the costs of local businesses (within the geographic boundaries of Guilford County) negatively impacted by the executive orders which required such businesses be closed or have their operations seriously curtailed.

C. All other words used in this agreement which are not specifically defined shall have their normal and ordinary meaning.

1.3 Purpose. The purpose of this Agreement is to establish a contractual relationship between the County and Municipality with regards to the proposed reimbursement of municipal expenses associated with the coronavirus emergency from federal CARES Act funds which the United States Federal Government has disbursed to the County. This agreement shall remain in effect between the parties to govern the form of applications for reimbursement, the review of applications, the criteria for reimbursable expenses, the retention of documents, and other material terms governing the processing of reimbursement applications.

2.0 Obligations of the County

2.1 Generally. The County, by and through its Emergency Management and Finance Departments, shall review and process requests for reimbursement received by Municipality subject to the requirements set forth herein.

2.2 Submittal does not guarantee approval. The County, by receiving and processing the reimbursement requests of Municipality, does not guarantee approval of the reimbursement requests by the County Emergency Management, the Guilford County Finance Department, the United States Department of Treasury, or the Office of the Inspector General.

2.3 No further obligations. The County shall have no further obligations under this IGA other than those expressly set forth.

3.0 Obligations of the Municipality

3.1 Generally. In order to submit requests for reimbursement of coronavirus emergency related expenditures, Municipality agrees to submit the forms, certifications and documentations set forth in this agreement for any expense for which Municipality seeks reimbursement under this Agreement. Municipality agrees that the sole and exclusive decision as to whether or not Municipalities request is granted lies within the discretion of Guilford County, and that submission of expenses for reimbursement does not obligate the County to agree to reimburse those expenses.

Municipality agrees that the County, through its Emergency Management and Finance Departments, may reject expenses which are clearly not permitted uses for CARES ACT funds such as using the funds for revenue replacement.

4.0 Form of Expense Submittals, Certification, failure to use form or comply with criteria

4.1 Generally. The Parties agree that expenses for which Municipality seeks reimbursement shall be submitted in a manner and on forms created by the County. County will ensure that the forms and process properly balance administrative convenience to the Parties and provide sufficient information for the County to issue a reimbursement. A separate reimbursement request form shall be submitted for each separate type of expenditure.

4.2 Certification. Each request for reimbursement shall be accompanied by a certification wherein the Mayor certifies that the expenses for which Municipality seeks reimbursement: (i) are necessary expenditures incurred due to the public health emergency with response to the Coronavirus Disease 2019, (ii) which were not accounted for in the most recently approved budget of the municipality, as of March 27, 2020, (iii) were incurred during the period between March 1, 2020 and December 30, 2020. By entering into this agreement, Municipality authorizes its Mayor to sign such certification on behalf of Municipality.

4.3 Failure to comply with Department of Treasury Guidelines. The County reserves the right to reject any reimbursement which it feels, in its sole and exclusive discretion, does not meet the criteria of the CARES Act or United States Department of Treasury guidelines associated with disbursement of funds under the CARES Act.

5.0 Expenses to be reimbursed; Caps of maximum amount of reimbursements available to Municipality; prohibition on duplicate reimbursement.

5.1 Municipality may submit expenses as set forth in section 1.2(c) of this Agreement. Where submitted expenses are seeking reimbursement for employee payroll costs, the County requires that the expenses be separated into two categories. The first category shall be employees whose time was substantially dedicated to mitigating the spread or responding to the public health emergency and/or who

have been reassigned from their budgeted role to a different function to substantially support COVID-19 related activities. For purposes of this section "substantially dedicated" shall mean that sixty percent (60%) or more of the employees' time was dedicated to mitigating the spread or responding to the public health emergency related to COVID-19. Municipality may submit, and the County will consider, reimbursing 100% of the salary of "substantially dedicated" employees. The second category shall consist of employees whose time is not "substantially dedicated" to mitigating the spread of or responding to the COVID-19 public health emergency, but who have spent some portion of their compensated time (but less than sixty percent (60%)) mitigating the spread of or responding to the COVID-19 Public Health Emergency. The Municipality may submit, and the County will consider, reimbursing payroll in the amount of the proportion of the individual employees' time spent mitigating the spread of or responding to the COVID-19 public health emergency. For example, if an employee spent twenty percent (20%) of his or her compensated time mitigating the spread of or responding to the COVID-19 public health emergency, the municipality may submit for reimbursement of twenty percent (20%) of the employees' salary during the period of time in which the employee was engaging in COVID-19 related responses.

5.2 Municipality shall seek reimbursement from FEMA Public Assistance for eligible expenditures prior to requesting reimbursement of the Coronavirus Relief Fund allocation. Documentation shall be provided for FEMA denials or partial funding. Municipality shall not be entitled to reimbursement of expenses for which it has received reimbursement from another State, or federal program designed to reimburse local government for costs associated with the coronavirus emergency or other emergencies. If Municipality receives reimbursement from any program referenced above, Municipality shall refund any duplicate reimbursement to the County.

5.3 Under this program, Municipality shall receive reimbursement, in aggregate, no more than \$1,113,220.00 for COVID-19 eligible response and recovery expenses. All

reimbursement requests shall be submitted no later than December 1, 2020.

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- 6.1 The County shall assist Municipality in complying with the requirements of the CARES Act and the United States Department of Treasury guidelines by preparing forms and providing feedback and guidance with regards to the type and quality of information required to complete such forms.
- 6.2 Municipality agrees to abide by the terms of the CARES Act and all United States Department of Treasury guidelines.
- 6.3 Municipality shall, at the County's request, supply County with all relevant information for the County to evaluate whether a request for reimbursement meets the criteria under the CARES Act and United States Department of Treasury guidelines.

7.0 Records

- 7.1 Municipality shall maintain all records relating to the expenses which Municipality seeks to have reimbursed by County from CARES Act funds for a period of at least ten (10) years or the period of time required by other state or federal law, whichever is longer.
- 7.2 At any time, Guilford County, the Guilford County Finance Department, or the Guilford County Internal Auditor, may request that the Municipality provide records relating to the expenses which Municipality seeks to have reimbursed. Municipality agrees to provide records in response to such requests.
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9.1 The Parties agree that where the County relied upon the certification of the Municipality that such expenses which Municipality sought to have reimbursed from CARES Act funds met the minimum requirements of the CARES Act, and where the Office of the Inspector General, or any other person, official, or department which is charged with the auditing and review of expenditures of CARES Act funds determines that such reimbursement was not permitted under the CARES Act, Municipality agrees to indemnify, reimburse and make whole the County for any funds which the United States Government or its agencies seeks to recoup or collect, either by litigation, or by withholding other federal funds owed to the County. Municipality further agrees to indemnify, reimburse, or make whole the County for any penalties associated with the federal government seeking to recoup the expended CARES Act funds which the County disbursed to Municipality including interest, or any penalty provided by law.

9.2 Municipality agrees to hold County harmless for any evaluation or advice which the County provided to Municipality as to whether the requested reimbursement is a permissible use of the CARES Act funds.

10.0 Term and termination

10.1 **Term.** This Agreement shall remain in effect until either party provides written notice of termination to the other.

Such notice shall be effective 14 days after receipt of the termination.

10.2 Survival of Terms. Those terms relating to the party's obligation to maintain records and provide records, and the Municipality's indemnification of the County shall survive the termination of this Agreement.

11.0 Amendment

11.1 Amendments to this Agreement may be performed with the written consent of the Guilford County Board of Commissioners and Municipal governing board.

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 County Manager

301 W. Market Street
Greensboro North Carolina 27402

With a copy to:

Guilford County Attorney's Office
ATTN: Mark Payne

301 W. Market Street
Greensboro, North Carolina 27402

Municipality: Randy McCaslin
 Interim, City Manager
High Point City Manager PO Box 230
 High Point, NC 27261

With Copies to:

 JoAnne Carlyle
High Point City Attorney

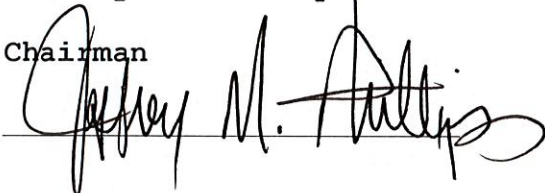
12.2 The Parties agree that this agreement may be entered into using identical counterparts, each of which when executed and delivered to the other party shall constitute a duplicate original, but all counterparts together shall constitute a single agreement. Upon ratification by the governing board of the respective parties, the parties shall each transmit the signed counterparts of this agreement to the other using the recipients listed above in Section 12.1 of this Agreement. This agreement shall go into effect immediately upon the ratification of the last party to execute this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, using duplicate counterparts, on the dates listed below.

COUNTY OF GUILFORD:

Jeffrey M. Phillips

Chairman



Attest:



Robin B. Keller

County Clerk to the Board

Date: 9.04.20

City of High Point:

Christopher Williams

Mayor Pro Tem



Attest:



Lisa B. Vierling

City Clerk

Date: 8-19-2020





Prosperity & Livability Committee

(Virtual Meeting)

Chaired by Councilman Hudson

Committee Members: Hudson, Holmes, Jefferson, and Peters

August 5, 2020 – 11:00 a.m.

3rd Floor, Council Chambers

Minutes

CALL TO ORDER (Virtual Roll Call)

Chairman Wesley Hudson called the meeting to order at 11:00 a.m. Following a virtual roll call, the following attendance by Committee Members was duly noted.

Physically

Present (2): Chairman Wesley Hudson, and Committee Member Monica Peters

Remotely

Present (2): Committee Member Holmes, and Committee Member Cyril Jefferson

Staff Present:

Randy McCaslin, Interim City Manager; Greg Ferguson, Assistant City Manager; Mike McNair, Director of Community Development & Housing; Officer Justin Fleming, Police Officer, Master III; Officer Kyle Teschke, Police Officer, Master III; Matt Carpenter, Transportation Engineer, Sr. Lisa Vierling, City Clerk; and Mary S. Brooks, Deputy City Clerk

Staff Participating Remotely:

JoAnne, Carlyle, City Attorney

PRESENTATION OF ITEMS

2020-301 Discussion-Hamilton Street Traffic Complaints

Randy McCaslin, Interim City Manager, introduced Kyle Teschke, Police Officer, Master III; and Justin Fleming, Police Officer, Master III; with the Traffic Unit; and Matt Carpenter, Transportation Engineer, Sr. to discuss the results from the traffic study conducted by the High Point Police Department on Hamilton Street.

Officer Teschke said the radar speed signs (signs) were deployed at the intersection of Hamilton Street and Farris Street; they were put up on June 24th and removed on July 2nd; said they were up for 9 calendar days and 8 full 24 hour periods of recorded speed; 13,847 vehicles were recorded; 7,059 vehicles from that total were recorded going over the set speed limit of 35 miles per hour (mph); and provided a breakdown of the results as followed:

- 4,700 vehicles at 1-5 mph over the speed limit of 35 mph
- 2012 vehicles at 6-10 over the speed limit of 35 mph
- 254 vehicles at 11-15 over the speed limit of 35 mph
- 67 vehicles at 16-20 over the speed limit of 35 mph
- 30 vehicles recorded going 56 mph
- Peak speed recorded was at 86 mph

Officer Teschke said the overall average speed recorded was 31 mph; the 85 percentile speed was 41 mph, which was what the Department of Transportation's (DOT) engineering number used when determining factors for the roadway; said 97.5% of the vehicles were doing 45 mph or lower; 351 were doing 46 mph that equated to 44 traffic violations a day; and that there were 12 crashes over a 3 year time frame on East Farris and Hamilton.

Committee Member Jefferson inquired on the details of how the radar signs operated; how long the signs remained on the street; using them as long term solutions in historically high speed areas; and said the residents in Ward 1 felt the signs had a traffic calming effect on Dayton St.

Officer Teschke explained how the signs recorded speed; said recording would begin when the vehicle were within 700 feet of the sign; it recorded the peak and the average speed; said the signs remained on the streets around 7 days; spoke to the manpower used to keep the batteries charged for the signs; the signs were only used when there were traffic complaints; and the data collected from the signs were forwarded to control units or the Transportation Department.

Committee Member Jefferson inquired on price comparisons for signs being used for traffic calming versus other speed control devices such as speed bumps; and its financial impact. Interim City Manager McCaslin replied that the signs cost around \$6,000 each; spoke to using solar powered signs or using a direct connection to the electric system; and spoke to the process of having long term/permanent traffic calming solutions.

Mr. Carpenter spoke to the determination process on permanent fixtures in roadways; said they typically looked at the percentile from traffic studies to see the offset of speed limits; to the HPPD assisting with traffic enforcement; and spoke to other options to improve problems areas such as fixing sight distance issues; and parking zones.

Chairman Hudson requested staff to investigate options discussed for traffic calming.

Committee Member Holmes inquired on the request process for the deployment of the signs; and on long term traffic calming solutions. Officer Teschke replied that the signs

were deployed based on complaints from citizens; data from traffic accidents; for historically problem areas for speeding; and signs were deployed based on priority.

Mr. Carpenter spoke to determining long term solutions based on the Traffic Calming Policy; and working with the HPPD on deploying signs in needed areas.

Interim City Manager McCaslin said there were currently between 5 and 6 petitions for traffic calming devices with a budget of \$100,000; and spoke to the possibility of grouping requests together under one contract.

Committee Member Peters inquired if Kensington was among those petitions. Interim City Manager McCaslin replied "yes".

Chairman Hudson mentioned the Traffic Calming Policy was created 2 years ago by this committee; and could be revisited if needed.

Sub-Committee- Special Events Policy Review & Downtown Marketing & Branding

Chairman Hudson requested the committee to revisit the Special Events Policy; and report back at a future meeting with ideas for a definitive definition for the policy; spoke to creating a sub-committee on downtown marketing and branding; and recommended the following to serve: Committee Member Holmes-Chair, (who would report back to the Prosperity and Livability Committee); Greg Ferguson, Assistant City Manager; Ray Gibbs, Forward High Point; a representative from the Market Authority, the Chamber of Commerce, and the Convention & Visitors Bureau. The sub-committee would consist of no more than 8 members.

Committee Member Peters expressed interest in being a part of the sub-committee, being a liaison for Forward High Point.

Committee Member Holmes expressed gratitude to be involved with the sub-committee; and inquired on the formal process, for citizens, to request a sign.

Officer Teschke replied that a link on the HPPD website would be provided at a future date; and that the current process for citizens was to call the non-emergency phone number.

Committee Member Jefferson expressed excitement for the new sub-committee; and asked if the sub-committee would have a representative from the Marketing or Human Relations Department. Interim City Manager McCaslin replied that Jeron Hollis, Communications & Public Engagement Director, would be an advisor for the sub-committee.

ADJOURNMENT

There being no further business to come before the Prosperity & Livability Committee, the meeting was adjourned at 11:39 a.m.

Respectfully submitted,

Mary S. Brooks,
Deputy City Clerk

Wesley Hudson, Chairman

**RESOLUTION OF HIGH POINT CITY COUNCIL
AUTHORIZING UPSET BID PROCESS FOR CITY PROPERTY
LOCATED AT 1114 TIPTON, HIGH POINT, NC**

WHEREAS, The City of High Point (“City”) owns property located at 1114 Tipton Street, High Point, North Carolina, identified as Parcel No. 187490, consisting of approximately 6,098 square feet (0.14 acre) which has a house in need of repairs; (“Property”); and

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

WHEREAS, MB Enterprise, LLC has paid the required five percent (5%) deposit on their offer;

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

1. Authorizes sale of the Property described above through the upset bid procedure of North Carolina General Statute § 160A-269.
2. The City Clerk shall cause a notice of the proposed sale to be published. The notice shall describe the property, the amount of the offer, and shall state the terms under which the offer may be upset.
3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the City Clerk within 10 days after the notice of sale is published. At the conclusion of the 10-day period, the City Clerk shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
4. If a qualifying higher bid is received, the City Clerk shall cause a new notice of upset bid to be published and shall continue to do so until a 10-day notice period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the City Council.
5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.
6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier’s check, or certified check. The city will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The city will return the deposit of the final high bidder at closing.

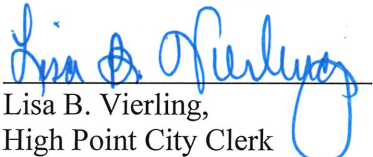
7. The terms of the final sale are that

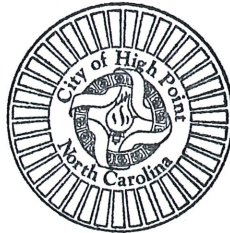
- the City Council must approve the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed; and
- the buyer must pay with cash at the time of closing.

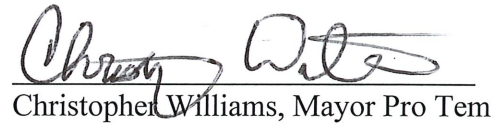
8. The City reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate city officials are authorized to execute the instruments necessary to convey the property to MB Enterprises, LLC.

Adopted this the 17th day of August, 2020.


Lisa B. Vierling,
High Point City Clerk




Christopher Williams, Mayor Pro Tem

CITY OF HIGH POINT

AGENDA ITEM



Title: Economic Development Incentive Fund Budget Ordinance

From: Bobby D. Fitzjohn, Financial Services Director

Meeting Date: August 17, 2020

Public Hearing: No

Advertising Date / N/A

Advertised By: -

Attachments: Budget Ordinance

PURPOSE:

To appropriate a pass-through grant from the NC Department of Commerce's One North Carolina Fund.

BACKGROUND:

In 2017, the City entered a Company Performance Agreement (CPA) with Superion, LLC (now Central Square) to provide certain performance-based incentives for the company's expansion in High Point. In addition to \$80,000 of local incentives, the One North Carolina Fund awarded a grant in the amount of \$160,000. The grant was to be used by the company toward the goal of creating 80 new permanent, full-time jobs and \$3,460,000 in new investment in the State of North Carolina.

The Department of Commerce has notified the City that the requirements of the grant have been satisfied and the city has received \$160,000 to be passed through to Central Square (formerly Superion, LLC).

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTIONS REQUESTED:

The Financial Services Department recommends and asks the Council to approve the budget amendment.

"AN ORDINANCE AMENDING THE 2020-2021 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS FOR THE ONE NORTH CAROLINA FUND
PASS THROUGH GRANT

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

Section 1. The City of High Point has received \$160,000 from the One North Carolina and will distribute the funds to the grant's subrecipient.

Section 2. The the following revenue is available to the City of High Point

State Grant Revenue	\$160,000
---------------------	-----------

Section 3. The following amounts are appropriated for the Grant:

Economic Development Incentives	\$160,000
---------------------------------	-----------

Section 4. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 5. That this ordinance shall be effective from and after its passage."

By order of the City Council,
This the 17th day of August, 2020
Lisa B. Vierling, City Clerk



**RFQ RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: Parks and Recreation

COUNCIL AGENDA DATE: August 17, 2020

RFQ NO.: 20-062620

DATE OPENED: June 26, 2020

DESCRIPTION:

Comprehensive Greenway Master Plan

PURPOSE:

Plan will provide a working outline of an overall Master Plan for Greenways throughout High Point. Plan will be community driven and detail a local and regional trail system that will continue to meet the leisure needs of our citizens.

COMMENTS:

The 2018 Comprehensive Parks and Recreation Master Plan revealed a strong desire from citizens for more greenways and trails. This plan will continue the work to meet these needs and enhance the quality of life in High Point.

RECOMMEND AWARD TO: Alta Planning and Design

AMOUNT: \$100,000

JUSTIFICATION:

Prior plan is 10 years old and this new plan will be funded 80% by the High Point Metropolitan Planning Organization.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD:

P. Lee Tillery

Digitally signed by P. Lee Tillery
DN: cn=P. Lee Tillery, o=City of High Point, ou,
email=lee.tillery@highpointnc.gov, c=US
Date: 2020.08.10 13:09:35 -04'00'

DATE: 08/10/2020

The Purchasing Division concurs with recommendation submitted by the Parks & Rec and recommends award to Alta in the amount of \$100,000.

PURCHASING MANAGER:

Erik S. Conti

Digitally signed by Erik S. Conti
Date: 2020.08.10 13:40:54 -04'00'

DATE:

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR:

Bobby Fitzjohn

Digitally signed by Bobby Fitzjohn
Date: 2020.08.10 14:27:23 -04'00'

DATE:

CITY MANAGER:

Randy E. McCaslin

Digitally signed by Randy E. McCaslin
Date: 2020.08.10 14:33:50 -04'00'

DATE:

CITY OF HIGH POINT

AGENDA ITEM



Title: National Register Nomination Application Recommendation
(Melrose Hosiery Mill No. 1)

From: Lee Burnette, Planning & Development
Director

Meeting Date: August 17, 2020

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments:

- A. Staff Report
- B. Fact Sheets: National Register Criteria for Evaluation
- C. Nomination Application

PURPOSE:

To review and make a recommendation as to whether the nomination meets the criteria for listing in the National Register.

BACKGROUND:

This fulfills the City's obligation under the State Historic Preservation Office's Certified Local Government (CLG) program to provide an opportunity for public comment on the nomination, and for Council to comment on the nomination.

At its August 12, 2020 meeting, the Historic Preservation Commission reviewed a National Register nomination application for the Melrose Hosiery Mill No.1. Five members of the Commission were present. Mr. David Fencl, Senior Planner, presented the nomination application request and recommended approval of the request as outlined in the staff report.

The Historic Preservation Commission determined that the National Register nomination application for the Melrose Hosiery Mill No. 1 met the National Register evaluation criteria and recommended the North Carolina National Register Advisory Committee approval of the National Register nomination, as recommended by staff, by a vote of 5-0.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

Provide a recommendation to the NC National Register Advisory Committee that the former Melrose Hosiery Mill No. 1 complex located at 1533-1547 W. English Road and 105-109 S. West Point Avenue be listed on the National Register of Historic Places, as the nomination meets the required criteria.



To: Historic Preservation Commission

From: David Fencil, AICP

Meeting Date: August 12, 2020

Subject: National Register Nomination for Melrose Hosiery Mill No. 1, 1533-1547 W. English Road and 105-109 S. West Point Avenue

PURPOSE:

As a Certified Local Government (CLG), the Historic Preservation Commission (HPC) is provided an opportunity to comment on proposed National Register nominations within High Point by the State Historic Preservation Office (SHPO) prior to the nomination being presented to the North Carolina National Register Advisory Committee (NRAC). Under the terms of its certification agreement with the SHPO, the HPC is also to provide an opportunity for public comment on any proposed National Register nominations.

Attached for the Commission's review and recommendation is the nomination application for the former Melrose Hosiery Mill No. 1 to be listed on the National Register of Historic Places. The Melrose Hosiery Mill No. 1 is located at 1533-1547 W. English Road and 105-109 S. West Point Avenue and is owned by Cohab Space, LLC who has contracted with architectural historian Heather Fearnbach of Fearnbach History Services, Inc. to prepare the nomination.

STAFF ANALYSIS:

The Melrose Hosiery Mill No. 1 is located approximately two miles southwest of High Point's central business district in an area known as West End. The 1.4-acre area included in the nomination includes Melrose Hosiery Mill No. 1, a series of interconnected one and two-story brick, heavy-timber, concrete, and steel manufacturing, storage, and commercial buildings and additions erected between 1922 and 1956 at the intersection of W. English Road and S. West Point Avenue.

The nomination report states that Melrose Hosiery Mill No. 1 possesses the seven qualities of historic integrity – location, setting, feeling, association, design, materials, and workmanship – required for National Register designation. The mill complex displays high integrity of location, setting, feeling, and association, as it remains on its historic site at West End's center. Although some buildings contemporary to Melrose Hosiery Mill No. 1 have been demolished in the area, a cohesive collection of buildings erected from the late 1920s through the 1960s convey the area's character during the period of significance. Melrose Hosiery Mill No. 1 also embodies early-to mid-twentieth century industrial and commercial design, materials, and workmanship.

Melrose Hosiery Mill also possesses local significance due to its industrial importance in High

Point. Established in 1922 by brothers Robert Thomas Amos and Charles Lee Amos, Melrose Hosiery Mill grew from a 25-person operation housed in a one-story frame warehouse to an enterprise with 1200 employees and three plants on West English Road and Kivett Drive. Melrose Hosiery Mill No. 1 is also significant as a representative example of industrial and commercial architectural design in High Point during the twentieth century's second quarter. The 1924 factory and dye house and 1928 and 1931 additions are characterized by heavy-timber and steel post-and-beam interior structural systems, load-bearing brick walls executed in five-to-one common bond, double-thickness wood and concrete floors, and kalamein doors, all typical in early twentieth century fire-resistant industrial architecture. Large multipane steel sash windows with hoppers, long roof monitors, and skylights provided light and ventilation. The 1928 and early 1950s additions incorporate structural steel framing systems frequently used during the mid-twentieth century. The 1928 storefronts, with their classical and Art Deco stylistic elements, variegated patterned brick with cast-stone accents, prismatic and leaded glass transoms, copper cornices, and brick and ceramic-tile kneewalls, exemplify the Commercial style. The 1928 additions were unique in that they housed company offices and manufacturing operations as well as first and second story showrooms occupied by unrelated businesses.

This application will be presented to, and reviewed by, the North Carolina National Register Advisory Committee (NRAC) at its meeting on August 20, 2020. The Commission is being asked to comment on whether the Melrose Hosiery Mill No. 1 meets the requirements for listing in the National Register, to take any public comment offered regarding the application, and to make a recommendation to the NC NRAC. To assist in determining the merit of the application, a fact sheet entitled *National Register Criteria for Evaluation*, prepared by the State Historic Preservation Office, has been included. All comments will be forwarded to the NC NRAC before the August 20 meeting. A favorable review by the NC NRAC will mean an endorsement by the State Historic Preservation Officer, Dr. Kevin Cherry, and the application will be forwarded to the Department of the Interior for final review and listing in the National Register of Historic Places.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends the Historic Preservation Commission recommend approval of the National Register nomination for the Melrose Hosiery Mill No. 1.

Attachments: National Register Nomination Application
 National Register Criteria for Evaluation

NATIONAL REGISTER FACT SHEET 2

NATIONAL REGISTER CRITERIA FOR EVALUATION

The following criteria are designed to guide the states, federal agencies, and the Secretary of the Interior in evaluating potential entries for the National Register.

The quality of significance in American history, architecture, archaeology, and culture is present in districts, sites, buildings, structures, and objects that possess integrity of location, design, setting, materials, workmanship, feeling, and association, and:

- A. that are associated with events that have made significant contribution to the broad patterns of our history; or*
- B. that are associated with the lives of persons significant in our past; or*
- C. that embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or*
- D. that have yielded, or may be likely to yield, information important in prehistory or history.*

Criteria Considerations (Exceptions): *Ordinarily cemeteries, birthplaces, or graves of historical figures, properties owned by religious institutions or used for religious purposes, structures that have been moved from their original locations, reconstructed historic buildings, properties primarily commemorative in nature, and properties that have achieved significance within the past 50 years shall not be considered eligible for the National Register. However, such properties will qualify if they are integral parts of districts that do meet the criteria or if they fall within the following categories:*

- A. a religious property deriving primary significance from architectural or artistic distinction or historical importance; or*
- B. a building or structure removed from its original location but which is significant primarily for architectural value, or which is the surviving structure most importantly associated with a historic person or event; or*
- C. a birthplace or grave of a historical figure of outstanding importance if there is no other appropriate site or building directly associated with his or her productive life; or*
- D. a cemetery that derives its primary significance from graves of persons of transcendent importance, from age, from distinctive design features, or from association with historic events; or*
- E. a reconstructed building when accurately executed in a suitable environment and presented in a dignified manner as part of a restoration master plan, and when no other building or structure with the same association has survived; or*
- F. a property primarily commemorative in intent if design, age, tradition, or symbolic value has invested it with its own historical significance; or*
- G. a property achieving significance within the past 50 years if it is of exceptional importance.*

(see other side)

APPLYING THE CRITERIA

The two principal issues to consider in determining eligibility for the National Register are "significance" and "integrity."

A property may have "significance" for association with important events or patterns of history (criterion A); for association with an important historical figure (criterion B); as an important example of period architecture, landscape, or engineering (criterion C); or for the information it is likely to yield (criterion D, applied to archaeological sites and districts, and sometimes applied to certain types of structures). A National Register nomination must demonstrate how a property is significant in at least one of these four areas. For properties nominated under criterion A, frequently cited areas of significance are agriculture, community planning and development, social history, commerce, industry, politics and government, education, recreation and culture, and others. For technical reasons, criterion B (significant person) nominations are rare. Criterion C (architecture) is cited for most, but not all, nominations of historic buildings. Archaeological sites are always nominated under criterion D, but may also have significance under one or more of the other three criteria.

Properties are nominated at a local, state, or national level of significance depending on the geographical range of the importance of a property and its associations. The level of significance must be justified in the nomination. The majority of properties (about 70%) are listed at the local level of significance. The level of significance has no effect on the protections or benefits of listing.

Besides meeting one or more of the above criteria, a property must also have "integrity" of "location, design, setting, materials, workmanship, feeling, and association." This means that the property must retain enough of its historic physical character (or in the case of archaeological sites, intact archaeological features) to represent its historic period and associations adequately.

All properties change over time, and in some cases past alterations can take on historical significance in their own right. The degree to which more recent, incompatible, or non-historic alterations are acceptable depends on the type of property, its rarity, and its period and area of significance. Buildings with certain types of alterations are usually turned down by the National Register Advisory Committee. For example, 19th and early 20th century wood frame buildings that have been brick veneered in the mid-20th century are routinely turned down for loss of historic integrity. Similarly, it is extremely rare that buildings covered in synthetic materials such as aluminum or vinyl siding are individually eligible for listing in the Register.

Criteria Exceptions

The criteria exclude birthplaces and graves of historical figures, cemeteries, religious properties, moved buildings, reconstructions, commemorative properties, and properties less than 50 years old, with certain exceptions. The following exceptions are sometimes encountered:

Historic **churches** that are architecturally significant and retain sufficient architectural integrity can be successfully nominated under criterion C (architecture), sometimes together with criterion A for social or religious history, provided they have not been brick-veneered or covered in aluminum or vinyl siding.

Cemeteries may sometimes successfully be nominated under criterion C when they retain important examples of historic stone carving, funerary art, and/or landscaping, and they also may be eligible under criterion A or criterion D. However, both the National Register Advisory Committee and the National Register have turned down nominations of graves when the historical importance of the deceased is the sole basis for the nomination. The National Register was created primarily to recognize and protect historic places and environments that represent how people lived, worked, and built in the historic past. Human burials are recognized and protected under other laws and programs.

Moved buildings may sometimes be successfully nominated under criterion C for architecture when they remain in their historic communities and the new setting adequately replicates the original setting. The point to remember is that the program is called the National Register of Historic Places, not Historic Buildings or Historic Things, because significance is embodied in locations and settings as well as in the structures themselves. Buildings moved great distances, buildings moved into incompatible settings (such as a farmhouse moved into an urban neighborhood or a downtown residence moved to a suburb), and collections of buildings moved from various locations to create a pseudo-historic "village" are routinely turned down. In some cases, the relocation of a historic building to a distant or incompatible setting may be the last and only way to save it, and such an undertaking may be worthwhile. However, sponsors of such a project must understand that the property subsequently may not be eligible for the National Register.

If a property is **less than 50 years old**, it can be nominated only if a strong argument can be made for exceptional significance. For example, Dorton Arena on the State Fairgrounds was completed in 1953. It was successfully nominated to the National Register in 1973 as one of the most important examples of modernism in post-World War II American architecture.

Melrose Hosiery Mill No. 1, High Point, Guilford County



United States Department of the Interior
National Park Service

National Register of Historic Places Registration Form

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in *How to Complete the National Register of Historic Places Registration Form* (National Register Bulletin 16A). Complete each item by marking "x" in the appropriate box or by entering the information requested. If an item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions. Place additional entries and narrative items on continuation sheets (NPS Form 10-900a). Use a typewriter, word processor, or computer, to complete all items.

1. Name of Property

historic name Melrose Hosiery Mill No. 1

other names/site number N/A

2. Location

street & number 1533-1547 West English Road, 105-109 South West Point Avenue N/A not for publication

city or town High Point N/A vicinity

stat North Carolina code NC county Guilford code 081 zip code 27262
e _____

3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended, I hereby certify that this ☒ nomination
☐ request for determination of eligibility meets the documentation standards for registering properties in the National Register of
Historic Places and meets the procedural and professional requirements set for in 36 CFR Part 60. In my opinion, the property
☒ meets ☐ does not meet the National Register criteria. I recommend that this property be considered significant ☐ nationally
☐ statewide ☒ locally. (See continuation sheet for additional comments.)

Signature of certifying official/Title

Date

North Carolina Department of Natural and Cultural Resources

State or Federal agency and bureau

In my opinion, the property ☐ meets ☐ does not meet the National Register criteria. (☐ See Continuation sheet for
additional comments.)

Signature of certifying official/Title

Date

State or Federal agency and bureau

4. National Park Service Certification

I hereby certify that the property is:

☐ entered in the National Register.

☐ See continuation sheet

☐ determined eligible for the
National Register.

☐ See continuation sheet

☐ determined not eligible for the
National Register.

☐ removed from the National
Register.

☐ other, (explain:)

Signature of the Keeper

Date of Action

Melrose Hosiery Mill
Name of Property

Guilford County, NC
County and State

5. Classification

Ownership of Property
(Check as many boxes as apply)

- ☒ private
☐ public-local
☐ public-State
☐ public-Federal

Category of Property
(Check only one box)

- ☒ building(s)
☐ district
☐ site
☐ structure
☐ object

Number of Resources within Property
(Do not include previously listed resources in count.)

Contributing	Noncontributing	
8	1	buildings
0	0	sites
0	0	structures
0	0	objects
8	1	Total

Name of related multiple property listing
(Enter "N/A" if property is not part of a multiple property listing.)

N/A

Number of Contributing resources previously listed in the National Register

N/A

6. Function or Use

Historic Functions

(Enter categories from instructions)

INDUSTRY: Manufacturing Facility

INDUSTRY: Industrial Storage

COMMERCE/TRADE: Business

Current Functions

(Enter categories from instructions)

COMMERCE/TRADE: Specialty Store

COMMERCE/TRADE: Warehouse

COMMERCE/TRADE: Business

7. Description

Architectural Classification

(Enter categories from instructions)

Other: Heavy-timber construction

Other: Steel-framed, load-bearing-brick-wall
construction

COMMERCIAL STYLE

ART DECO

Materials

(Enter categories from instructions)

foundation BRICK

walls BRICK

roof SYNTHETICS: Rubber

other

Narrative Description

(Describe the historic and current condition of the property on one or more continuation sheets.)

Melrose Hosiery Mill
Name of Property

Guilford County, NC
County and State

8. Statement of Significance

Applicable National Register Criteria

(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing.)

- ☒ **A** Property is associated with events that have made a significant contribution to the broad patterns of our history.
- ☐ **B** Property is associated with the lives of persons significant in our past.
- ☒ **C** Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- ☐ **D** Property has yielded, or is likely to yield, information important in prehistory or history.

Criteria Considerations

(Mark "x" in all the boxes that apply.)

Property is:

- ☐ **A** owned by a religious institution or used for religious purposes.
- ☐ **B** removed from its original location.
- ☐ **C** a birthplace or grave.
- ☐ **D** a cemetery.
- ☐ **E** a reconstructed building, object, or structure.
- ☐ **F** a commemorative property
- ☐ **G** less than 50 years of age or achieved significance within the past 50 years.

Areas of Significance

(Enter categories from instructions)

Industry
Architecture

Period of Significance

1922-1971

Significant Dates

1922

1924

1928

1931

Significant Person

(Complete if Criterion B is marked)

N/A

Cultural Affiliation

N/A

Architect/Builder

Klein, Fred, architect, 1928

Willett, John, contractor, 1928

Narrative Statement of Significance

(Explain the significance of the property on one or more continuation sheets.)

9. Major Bibliographical References

Bibliography

(Cite the books, articles, and other sources used in preparing this form on one or more continuation sheets.)

Previous documentation on file (NPS):

- ☒ preliminary determination of individual listing (36 CFR 67) has been requested
- ☐ previously listed in the National Register
- ☐ Previously determined eligible by the National Register
- ☐ designated a National Historic Landmark
- ☐ recorded by Historic American Buildings Survey

- ☐ recorded by Historic American Engineering Record

Primary location of additional data:

- ☒ State Historic Preservation Office
- ☐ Other State Agency
- ☐ Federal Agency
- ☐ Local Government
- ☐ University
- ☒ Other

Name of repository: Wilson Library, UNC-Chapel Hill

High Point Museum

Guilford County Public Library, High Point

Melrose Hosiery Mill
Name of Property

Guilford County, NC
County and State

10. Geographical Data

Acreage of Property 1.4 acres

UTM References

(Place additional UTM references on a continuation sheet.)

See Latitude/Longitude coordinates continuation sheet.

1
Zone Easting Northing

2

3
Zone Easting Northing

4

☒ See continuation sheet

Verbal Boundary Description

(Describe the boundaries of the property on a continuation sheet.)

Boundary Justification

(Explain why the boundaries were selected on a continuation sheet.)

11. Form Prepared By

name/title Heather Fearnbach
organization Fearnbach History Services, Inc. date 1/15/2019
street & number 3334 Nottingham Road telephone 336-765-2661
city or town Winston-Salem state NC zip code 27104

Additional Documentation

Submit the following items with the completed form:

Continuation Sheets

Maps

A **USGS map** (7.5 or 15 minute series) indicating the property's location

A **Sketch map** for historic districts and properties having large acreage or numerous resources.

Photographs

Representative **black and white photographs** of the property.

Additional items

(Check with the SHPO or FPO for any additional items.)

Property Owner

(Complete this item at the request of SHPO or FPO.)

name Cohab Space LLC, John Muldoon
street & number 1547 West English Road telephone 1 (888) 475-3030
city or town High Point state NC zip code 27262

Paperwork Reduction Act Statement: This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listing. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C. 470 *et seq.*)

Estimated Burden Statement: Public reporting burden for this form is estimated to average 18.1 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Chief, Administrative Services Division, National Park Service, P. O. Box 37127, Washington, DC 20013-7127; and the Office of Management and Budget, Paperwork Reductions Projects (1024-0018), Washington, DC 20303.

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 7 Page 1 Melrose Hosiery Mill No. 1
Guilford County, NC

Section 7. Description

The railroad corridor's alignment influenced road and building arrangement and spurred contiguous development as High Point was platted. The street grid surrounding the plant is rotated approximately thirty degrees from true cardinal direction. However, this document is written as though West English Road and the railroad tracks have true north-south orientation.

Setting

Melrose Hosiery Mill No. 1 is located approximately two miles southwest of High Point's central business district in an area known as West End. By 1948 the manufacturing complex spanned the block bounded by Phillips Avenue on the north, West English Road on the west, West Point Avenue on the south, and West Broad Street and the Southern Railway line on the east. (West Broad Street, an unpaved service alley, is in the railroad right-of-way.) The nominated 1.4-acre south portion of the complex encompasses Melrose Hosiery Mill No. 1, a series of interconnected one- and two-story brick, heavy-timber, concrete, and steel manufacturing, storage, and commercial buildings and additions erected between 1922 and 1956 at the West Point Avenue intersection. Melrose Hosiery Mill No. 2, a 1947 knitting department and warehouse at 109 Phillips Avenue, and the 1941 warehouse at 1513 West English Road, both now owned by City Transfer and Storage Company, are not included within the National Register boundary.

Melrose Hosiery Mill No. 1's buildings have nominal setbacks in order to maximize lot utilization. Concrete municipal sidewalks abut the West English Road façades and the paved parking lot at the parcel's southwest corner and West Point Avenue. The concrete-paved alley between the 1928 buildings that permits egress from West English Road to the parcel's northeast quadrant has been closed to vehicular traffic with movable planters. Ornamental landscaping was historically nonexistent, but grass has been planted on the demolished building sites and in small strips bordering north, south, and east elevations of extant buildings.

A narrow gravel service drive runs north-south just outside the nominated parcel's eastern boundary from West Point Avenue to a gravel parking area that fills much of the tract's northeast quadrant. A two-story brick piano factory built prior to 1924, a two-story frame 1940s warehouse, and a one-story machine shop erected by 1938 stood in this area. Three rectangular painted-corrugated-metal shipping containers now line the chain-link-fence that delineates the north parcel boundary. A concrete-paver patio extends from the loading dock on the 1924 factory's north elevation. The portion of the parcel north of the loading dock and east of the buildings fronting West English Road has been excluded from the National Register boundary.

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 7 Page 2 Melrose Hosiery Mill No. 1
Guilford County, NC

Contiguous one- and two-story commercial buildings once filled West English Road's 1500 block; today only five remain other than those once associated with Melrose Hosiery Mills. South of Melrose Hosiery Mill No. 1, one- and two-story commercial buildings on the 1600 block's west side are interspersed with vacant and parking lots. The 1600 block's east side is primarily industrial. By 1956, McEwen Lumber Company's complex at the southeast corner of West Point Avenue and West English Road included an office, six long rectangular sheds, a freight platform, and several small outbuildings. All have been demolished and the area is now a parking lot. However, the former Marietta Paint and Color Company, Furniture City Upholstery Company-Dallas Inc., and Lilly Company-Valspar Corporation complexes further south survive.¹ Industrial buildings also line the railroad's east side.

Complex Evolution

Melrose Hosiery Mills initially occupied a no-longer-extant one-story, gable-roofed, corrugated-metal-panel-sheathed warehouse and office erected adjacent to the Southern Railway line in 1920 for Amos Furniture Manufacturing Company.² The earliest remaining buildings on the site are the originally freestanding one-story brick 1922 boiler house (#4) and the two-story brick factory (#3) constructed by May 1924. The boiler house was expanded to the north by 1938, connecting it to the 1924 factory. The one-story brick 1924 dye house (#5) that extends from the east portion of the factory's south elevation was doubled in size with a late 1920s southern addition. The small one-story brick wing at the dye house's southeast corner was constructed between 1950 and 1956. The two-story brick 1931 wing (#6) west of the dye house on the 1924 factory's south elevation housed knitting equipment.³ A narrow gravel alley separates the additions (#5 and #6).

High Point architect Fred Klein and contractor John Willett designed and constructed the two-story brick 1928 addition with commercial storefronts (#1) that fronts West English Road at the 1924 factory's west end as well as the three interconnected two-story, brick commercial and industrial buildings (#7-9) to the north, also completed in 1928. A narrow alley between the 1928 structures allowed access to the parcel's northeast quadrant. The elevated passage spanning the alley that connects the 1924 factory to Building #7 was likely constructed in 1928. Building #9's east elevation abutted a two-story, brick, pre-1924 piano factory that was demolished between 2003 and 2008.⁴

Melrose Hosiery Mills constructed a two-story frame warehouse south of the former piano factory between 1938 and 1950. An elevated passage linked the buildings' second stories. Aerial photographs indicate that the warehouse and the machine shop to the east were demolished sometime between the

¹ Sanborn Map Company, "High Point, North Carolina," Sheet 212, 1956.

² The exact location of the 1920 warehouse is unknown. It does not appear on the 1924 Sanborn map.

³ Sanborn Map Company, "High Point, North Carolina," Sheet 210, 1924, 1950, 1956.

⁴ After 1928, the piano factory functioned as part of Melrose Hosiery Mills' knitting department. Ibid.; City of High Point, Planning and Development Department, aerial photographs, 2003, 2008.

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 7 Page 3 Melrose Hosiery Mill No. 1
Guilford County, NC

plant's 1971 closure and 1977. The company also built a one-story brick 1941 warehouse at 1513 West English Road just north of the manufacturing complex and Melrose Hosiery Mill No. 2, a two-story brick 1947 knitting plant at 109 Phillips Avenue northeast of the warehouse, neither of which is included within the National Register boundary.⁵

In the early 1950s, Melrose Hosiery Mills began using the one-story 1926 commercial building (#2) at what is now 1547 West English Road for hosiery manufacturing. The west portion of that structure was removed between 1994 and 1998 and a west wall erected to enclose the remaining section. The area to the south, historically the site of a one-story commercial building that housed C. A. Ring and Son's drug store (demolished after an April 1961 fire), is now a paved parking lot.⁶

Resource List (in inventory order)

1. Commercial and Industrial Building, 1541 West English Road, 1928, contributing building
2. Commercial Building, 1547 West English Road, 1926 building remnant with facade walls erected between 1994 and 1998, noncontributing building
3. Melrose Hosiery Mill No. 1, 1541 West English Road, 1924, between 1950 and 1956, contributing building
4. Boiler House, 1541 West English Road, 1922, between 1924 and 1938, contributing building
5. Dye House, 107-109 South West Point Avenue, 1924, late 1920s, between 1950 and 1956, contributing building
6. Knitting Building, 105 South West Point Avenue, 1931, contributing building
7. South Commercial and Industrial Building, 1533 West English Road, 1928, contributing building
8. Central Commercial and Industrial Building, 1533 West English Road, 1928, contributing building
9. North Commercial and Industrial Building, 1533 West English Road, 1928, contributing building

Inventory List

Each resource is assigned a name based on the initial and/or long-term use. Actual or approximate completion dates and the dates of any major alterations or additions follow the property name. Occupancy information and construction and alteration dates are based on deeds, historic documents, city directories, photographs, newspaper articles, Sanborn Company maps, Guilford County property record cards, interviews with local informants, and architectural style. Primary source repositories include the High Point Museum and the Guilford County Public Library's High Point branch.

⁵ Sanborn Map Company, "High Point, North Carolina," Sheet 210, 1950, 1956; City of High Point, Planning and Development Department, aerial photographs, 1938, 1958, 1971, 1977.

⁶ Ibid.; "Flames Sweep Three Stores in West End," *High Point Enterprise* (hereafter abbreviated HPE), April 20, 1961, p. C1.

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 7 Page 4 Melrose Hosiery Mill No. 1
Guilford County, NC

The period of significance begins in 1922 with Melrose Hosiery Mills' creation and the boiler house construction, and continues to 1971, when the company ceased production. Each resource is designated as contributing or noncontributing to the property's historic significance and integrity. The evaluations are based on age and degree of alteration. Buildings constructed in or before 1971 are considered to be contributing if they retain architectural and historic integrity from the period of significance. Contributing resources must possess integrity of location, design, setting, materials, workmanship, feeling, and association. The noncontributing building has been partially demolished and heavily altered, therefore losing its integrity.

In the following inventory list, principal resource headings are in bold and underlined. Building dates reflect the year of construction completion. Currently assigned street addresses are referenced. Although the 1922-1956 buildings and additions were functionally connected within the period of significance, the plant sections are considered individual resources for National Register purposes. The narrative begins with the 1928 addition on the 1924 factory's west side and moves clockwise. Descriptions of the three north 1928 building exteriors are followed by a joint explanation of the interiors. The elevated passage between the 1924 factory (#3) and Building #7 is described as an appendage to Building #7.

1. Commercial and Industrial Building, 1541 West English Road, 1928, contributing building

Constructed as an addition to the 1924 mill, this building's four-bay variegated-red-brick running-bond façade (west elevation) displays an Art Deco stylistic influence. Brick pilasters rise from cast-stone plinths, delineating the north office and three storefront bays below a cast-stone-capped flat parapet. Cast-stone scrolled blocks top each pilaster. The slightly taller office bay is further distinguished by two tall intermediary pilasters with foliated cast-stone panels beneath the scrolled blocks. Continuous stepped cast-stone lintels and slightly projecting cast-stone sills frame five second-story office window openings and twelve openings to the south. The office windows were replaced with three-over-one double-hung vinyl sash in the late-twentieth century. The remaining window openings were infilled with blonde brick when the plant was air-conditioned. Above the storefronts, a cast-stone cornice and a brick header course surmount prismatic-glass transoms and copper cornices. The office storefront comprises a central window with a running-bond brick kneewall flanked by two single-leaf wood-frame doors with glazed centers and rectangular transoms. Both entrances provide first-floor office access. The south door opens into a small vestibule at the base of a straight run of stairs leading to the second floor. The south storefronts have low kneewalls sheathed with square black ceramic tile and replacement aluminum-frame double-leaf doors with rectangular transoms. Painted plywood panels cover the storefront window openings, now devoid of plate glass. A three-section window spanned the central storefront, while the flanking storefronts contained recessed entrances and deep window displays.

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 7 Page 5 Melrose Hosiery Mill No. 1
Guilford County, NC

The seven-bay north elevation is more simply executed in five-to-one common bond with a continuous cast-stone lintel above the second-story window and door openings and a stepped terra-cotta-coping capped parapet. Soldier-course lintels top five first-story door openings, four of which have been filled with running-bond red brick, and the high, wide window in the fifth bay from the west end. Two small square openings beneath the window contain vents. Two flanking tall rectangular openings have been enclosed with running-bond red brick. A single-leaf wood-frame door with a glazed center and square transom remains in the east bay. The second story fenestration, from east to west, comprises a single window, a single-leaf door, a paired window, two small high restroom windows, a single-leaf door, and a single window. All windows are replacement three-over-one double-hung vinyl sash. The wood-frame doors have replacement-glass centers and rectangular transoms.

Circa 1998, the south elevation's first story was stuccoed in conjunction with the construction of the adjacent 1926 building's matching west wall. Flat pediments surmount the central single-leaf door and two flanking windows beneath a banded cornice. A terra-cotta-coping-capped stepped parapet tops the windowless red-brick second story.

A one-story painted-concrete-block addition erected between 1950 and 1956 extends from the 1928 addition's east elevation adjacent to the 1924 factory's early 1950s south addition. A single-leaf steel door facilitates egress.

The 1928 addition's south section encompasses expansive first and second-story showrooms, while the north section contains offices on both levels. Although the interior was remodeled several times during the twentieth century, many original character-defining features remain.

The three-bay storefront's completely open first story facilitated its function as a furniture store. Uniformly spaced square paneled-steel columns, pilasters, and ceiling beams carry the building's load and, along with the pressed-tin ceiling and cornice, serve as important decorative elements. A straight run of wood steps with paneled square newel posts, slender rectangular banisters, and a molded handrail rises to a central landing and splits to provide second-story access. Painted plywood supplements portions of the stair railing and covers much of the showroom's narrow-board floor. Painted-wood hanging display panels have been installed on portions of the plaster walls and storefronts. The plaster at the room's southwest corner is spalling and a small portion of the ceiling has collapsed due to water damage. The double-leaf door and multipane steel transom at the southeast corner, originally exterior features, were enclosed by an early 1950s concrete-block addition.

A wide opening on the north elevation provides access to the mill office, which includes an open west room with a vault at its southeast corner, a series of small rear storage rooms, and a restroom. The rooms have plaster ceilings and concrete floors. Painted-wood hanging display panels have been installed on portions of the plaster walls and storefronts. The Lafayette, Indiana-based Schwab Safe

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 7 Page 6 Melrose Hosiery Mill No. 1
Guilford County, NC

Company manufactured the vault door. A door at the room's southwest corner opens into the small vestibule at the base of a straight run of stairs leading to the second floor.

The stair empties into an L-shaped second-story corridor. A large east office and two smaller west offices flank the north-south corridor, which has two small restrooms at its north end. All are remarkably intact, featuring dark-stained and varnished wood baseboards, window and door surrounds, and two-panel doors. Textured-translucent-glass interior windows and transoms allowed light to permeate the interior. Plaster walls and narrow board floors are in good condition. Modifications including dropped gypsum-board ceilings, carpeting, and obsolete mechanical and electrical systems are being removed.

The east-west corridor leads to a clinic where registered nurse Mattie Idol dispensed first aid, health consultations, and physician referrals. Her name is painted on the door. A small vestibule provides access to two sizable west rooms, initially an open furniture showroom, and a small office at the building's southeast corner. Pressed-tin ceilings remain the west rooms, where uniformly spaced square paneled-steel columns with pressed metal caps and wood bases support the roof structure. Former tenant Habitat for Humanity added some gypsum-board partition walls and a faux-exterior-dwelling wall in these rooms. Celotex tile sheathes the office's dropped ceiling and the upper portion of each wall.

2. Commercial Building, 1547 West English Road, 1926 building remnant with facade walls erected between 1994 and 1998, noncontributing building

The east portion of a one-story, two-storefront 1926 commercial building that fronted West English Road remains south of the 1928 building. The west portion was removed after suffering damage from an automobile crash sometime between 1994 and 1998 and a stuccoed west wall erected to enclose the remaining section. Flat pediments top two single-leaf black-aluminum-frame glazed doors and four tall single-pane black-aluminum-frame windows beneath a banded cornice on the west elevation. The adjacent first-story of the 1928 building's south elevation was finished in the same manner.

The 1926 building's south and east elevations are running-bond red brick. The south elevation is blind. A single-leaf door and painted plywood fill the wide opening at the east elevation's center. The small high window with a projecting header-course sill to the south is also enclosed with painted plywood, while the matching window opening north of the door has brick infill.

Most of the interior is a large open office with gypsum-board-sheathed walls, carpeted floors, and a dropped-acoustical-tile ceiling with recessed lighting. A small restroom and a storage room are east of the office.

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 7 Page 7 Melrose Hosiery Mill No. 1
Guilford County, NC

3. Melrose Hosiery Mill No. 1, 1541 West English Road, 1924, between 1950 and 1956, contributing building

The fourteen-bay-long by four-bay-wide 1924 factory is characterized by running-bond red-brick walls, cast-stone window sills, a low gable roof with a long roof monitor, and twenty-pane steel sash with six-pane hoppers. Although the west elevation is obscured by the 1928 addition (#1) and the south elevation by the 1922 boiler house (#4), 1924 dye house (#5), 1931 knitting building (#6), and an early 1950s addition, the east and north elevations are largely exposed.

On the north elevation, the door opening at the first-story's west end has been filled with running-bond red brick. Parallel to the façade, concrete steps with painted-tubular-steel railings provide access to the single-leaf steel door in the second bay from the east end, which originally contained a larger door. Aerial photographs indicate that the five-bay loading dock that shelters the central double-leaf sliding diagonal-board door was constructed between 1970 and 1977. The dock's poured-concrete foundation and low wood-frame shed roof are original, while the square wood posts, painted-steel steps at the west end and the central north bay, and painted-steel-pipe railings were added in September 2018. A stone-paver patio and gravel parking area were installed north of the dock at the same time.

The 1924 factory's four-bay east elevation encompasses seven twenty-pane steel sash and a wide sliding-metal door in the second bay from the south end. Ghost marks of a white-painted "Melrose Hosiery Mills" sign band remain between the first and second stories in the central bays.

A two-story, four-bay-wide and one-bay-deep, early 1950s brick addition spans the south elevation between the 1928 addition (#1) and 1931 wing (#6). The 1950s addition's construction involved removal of the adjacent portion of the 1924 factory's south elevation. Four twenty-pane steel sash with six-pane hoppers and a matching first-story sash are intact. The west first-story window opening has been enclosed with brick and single-leaf steel door and brick infill were installed in the adjacent window opening. Concrete steps with painted-steel-pipe railings provide access to the entrance. The east bay contains a double-leaf plywood door. The loading dock, constructed between 1971 and 1977, has a brick foundation, concrete floor, and a low shed roof supported by square wood posts with diagonal braces.

The 1924 factory's exposed structural system comprises painted brick walls, square wood and steel posts, substantial wood and steel beams, wood roof decking, and hardwood and concrete floors. The wood floor system includes thick plank decking and a hardwood top layer. Long rows of wood posts, many of which have chamfered edges to increase fire resistance, divide manufacturing areas into wide bays that accommodated sizable machinery. Short segments of heavy timbers with chamfered ends top posts on both levels, distributing the load of structural beams and floor boards or roof decking above. Diagonal heavy-timber braces provide supplementary first-story support. As each addition's

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 7 Page 8 Melrose Hosiery Mill No. 1
Guilford County, NC

construction involved the removal of portions of walls between mill sections, steel posts and beams were added as needed to reinforce openings. The 1950s additions have steel I-beam-and-post structural systems and concrete floors. At most interior entrances, galvanized-sheet-metal-clad, solid-core-wood doors, known as kalamein doors, slide on steel tracks and are held open by weighted pulleys. Sliding wood doors and roll-up metal doors secure loading dock entrances. An early 1950s freight elevator and two runs of wood steps with wood railings provide second-story access. A small number of gypsum-board sheathed partition walls have been added to enclose restrooms and galley kitchens on the 1924 factory's first floor. Fluorescent lights and sprinkler system pipes hang from the ceilings. Surface-mounted metal conduit houses electrical wiring.

4. Boiler House, 1541 West English Road, 1922, between 1924 and 1938, contributing building

The one-story, two-room, brick 1922 boiler house abuts the east section of the 1924 factory's (#3) south elevation and the 1924 dye house's (#5) east elevation. The north coal storage room was erected between 1924 and 1938. Steel beams and narrow wood decking support the metal-clad shed roof, which slopes gradually to the east. Two-header-course segmental-arch lintels surmount five high nine-pane wood sash and a single-leaf plywood door on the east elevation. Two larger multipane steel sash with hoppers and a sliding metal door that provides access to the north coal room were later additions. Painted plywood covers all sash. A frame shaft sheathed with faux-red-brick-patterned rolled-asphalt siding rises from the roof. A sixteen-pane steel sash with an eight-pane hopper pierces the shaft's south elevation. A steel lintel surmounts the double-leaf vertical-board door on the south elevation that opens onto a concrete landing as the boiler room's concrete floor is below grade. In order to accommodate massive equipment, the boiler room has a high ceiling and open plan. An original single-leaf diagonal-board sliding door on the north wall facilitates coal-room egress. The coal room, which most recently served as a dark room, has painted brick walls and vinyl flooring.

5. Dye House, 107-109 South West Point Avenue, 1924, late 1920s, between 1950 and 1956, contributing building

The one-story brick 1924 dye house extends from the east portion of the factory's (#3) south elevation. The only visible portion of the south wall is the terra-cotta-coping-capped stepped parapet, which rises above the one-story, gable-roofed, five-to-one-common-bond, late 1920s addition that extends to the south. The construction of the one-story brick wing at the dye house's southeast corner between 1950 and 1956 resulted in removal of the east elevation's south portion. The remaining north bays have been altered by the installation of single-leaf steel door with textured-translucent-glass-block sidelights in a wider door opening and a window covered with painted plywood north of the door. A straight-slope canvas awning shelters both openings.

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 7 Page 9 Melrose Hosiery Mill No. 1
Guilford County, NC

The one-story flat-roofed early 1950s wing has five-to-one common-bond walls and terra-cotta coping on flat north and south parapets. Two sixteen-pane steel sash with eight-pane hoppers and a shorter twenty-pane sash with a six-pane hopper punctuate the north elevation. Two eight-pane steel sash at the east elevation's north end are exposed, but painted plywood covers two south openings and six openings on the south elevation.

The south elevations of the early 1950s wing and the dye house addition to the west are in the same plane. Terra-cotta-coping tops the dye house addition's stepped south parapet above a faded white-painted sign band. A roll-up corrugated-metal door with a steel lintel and a single-leaf steel door have been installed in the east and center bays. Painted plywood fills the west window opening.

The dye house addition's west elevation encompasses, from south to north, five twenty-pane steel sash with eight-pane hoppers, a sixteen-pane steel sash with an eight-pane hopper, and a double-leaf six-horizontal-panel wood door. To the north, eight twenty-pane steel sash with eight-pane hoppers punctuate the 1924 dye house's west elevation.

The 1924 dye house's exposed structural system consists of painted brick walls, square wood and steel posts, substantial wood and steel beams, wood roof decking, and hardwood and concrete floors. The wood floor system includes thick plank decking and a hardwood top layer. Long rows of wood posts, many of which have chamfered edges to increase fire resistance, divide manufacturing areas into wide bays that accommodated sizable machinery. As each addition's construction involved the removal of portions of walls between mill sections, steel posts and beams were added as needed to reinforce openings. The 1950s addition has steel I-beam-and-post structural systems and concrete floors. At some interior entrances, galvanized-sheet-metal-clad, solid-core-wood doors, known as kalamein doors, slide on steel tracks and are held open by weighted pulleys. Sliding wood doors and roll-up metal doors secure loading dock entrances. A small number of gypsum-board sheathed partition walls have been added to enclose restrooms and galley kitchens at the 1924 dye house's north end. Fluorescent lights and sprinkler system pipes hang from the ceilings. Surface-mounted metal conduit houses electrical wiring.

6. Knitting Building, 105 South West Point Avenue, 1931, contributing building

A narrow alley separates the dye house (#5) from the parallel two-story, five-bay-wide by fourteen-bay-long, five-to-one-common-bond, 1931 wing that housed knitting equipment. The stepped parapet with terra-cotta coping atop the south elevation hides the low gable roof and long roof monitor. Painted-wood rafter ends support deep eaves on the east and west elevations, where brick pilasters rise unbroken to the eaves, and, with slightly projecting two-course sills, frame twenty-pane steel first-story sash with eight-pane hoppers and sixteen-pane steel second-story sash with eight-pane hoppers. The south elevation's windows differ in that the four first-story sash have four-pane hoppers. The transom

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 7 Page 10 Melrose Hosiery Mill No. 1
Guilford County, NC

above the single-leaf replacement door in the south elevation's west bay has been enclosed with plywood. The west elevation includes a wide single-leaf steel door with an eight-pane steel transom in the second bay from its south end, as well as a double-leaf plywood door in the second bay from the north end that opens onto a concrete loading dock. A tall single-leaf, metal, eighteen-pane door was installed in a former window opening near the east elevation's center to allow alley access. A single-leaf steel door in the east elevation's south second-story bay provides egress to a steel fire escape.

The 1931 building's exposed structural system encompasses painted brick walls, square wood and steel posts, substantial wood and steel beams, wood roof decking, and hardwood and concrete floors. The wood floor system includes thick plank decking and a hardwood top layer. Long rows of wood posts, many of which have chamfered edges to increase fire resistance, divide manufacturing areas into wide bays that accommodated sizable machinery. As each addition's construction involved the removal of portions of walls between mill sections, steel posts and beams were added as needed to reinforce openings. At most interior entrances, galvanized-sheet-metal-clad, solid-core-wood doors, known as kalamein doors, slide on steel tracks and are held open by weighted pulleys. Sliding wood doors and roll-up metal doors secure loading dock entrances. A small number of gypsum-board sheathed partition walls have been added to enclose restrooms and galley kitchens at the 1931 addition's southeast corner. Fluorescent lights and sprinkler system pipes hang from the ceilings. Surface-mounted metal conduit houses electrical wiring.

Commercial and Industrial Buildings (#7-9), 1533 West English Road

The three interconnected two-story commercial and industrial buildings north of the narrow alley feature distinctive facades. Each is gradually shorter moving north. The northernmost building is also less deep, as its east elevation abutted the no-longer-extant two-story brick piano factory erected prior to 1924. The exterior descriptions begin with the south building's west elevation.

7. South Commercial and Industrial Building, 1533 West English Road, 1928, contributing building

The south building's five-bay red-brick running-bond façade features classical elements. In the central and outer bays, cast-stone bands rise from a cast-stone base to frame two stories of large window openings with slightly projecting header-course sills, soldier-course lintels, and patterned-brick spandrels and kneewalls. Copper cornices and leaded-glass transoms surmount the storefront windows. In the intermediate bays, diamond-pane oculi with cast-stone surrounds top two cast-stone scrolled entrance pediments. The south opening provides access to a shallow vestibule containing canted wood-frame glazed doors that open into the adjacent storefronts. The north surround, filled with patterned brick, supplies symmetry but is no longer a functioning doorway. Above each oculi, a tall, narrow, rectangular window with a slightly projecting header-course sill and soldier-course lintel

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 7 Page 11 Melrose Hosiery Mill No. 1
Guilford County, NC

illuminated the second story. Most windows are covered with painted plywood. Storefront sash status is unknown, as plywood also fills the opening interiors. Second-story sash have been removed. A stepped cast-stone-capped parapet tops the façade.

The south and east elevations are utilitarian. A stepped parapet with terra-cotta coping tops the windowless red-brick common-bond south wall. A single-leaf wood door near the east end provides access to the small mechanical room and stair to the second floor at the building's southeast corner. The single-leaf steel door to the west opens into the one-bay-wide south storefront. An elevated passage intersects the second story (see below).

The eight-bay east elevation's first story comprises a wide plywood-covered service door at the south end, three multipane steel sash with hoppers, and two single-leaf doors. A small frame utility shed extends from the service door bay. Two of the seven second-story window openings retain sixteen-pane steel sash with eight-pane hoppers. Louvered-metal vents and brick fill four openings, and the northernmost opening is completely enclosed with brick. All but the north window have slightly projecting cast-stone sills. Corrugated metal siding covers the wide service door in the second bay from the second story's north end.

An elevated frame passage spans the alley between the 1928 buildings, connecting the ca. 1924 factory's (#3) northwest corner to Building #7's second story. Built at the same time as Building #7, the passage, sheathed with flush narrow boards and faux-red-brick-patterned rolled-asphalt siding, has a low-gable roof and narrow-board floor. A small, square, central, wood-frame, tilting window pierces each of the east and west elevations. The six-horizontal-panel wood door at the west elevation's south end is covered with plywood on the exterior. The wood-frame structural system is exposed on the interior. Hardwood floors are in fair condition, but have suffered some water damage.

8. Central Commercial and Industrial Building, 1533 West English Road, 1928, contributing building

The central building manifests an Art Deco stylistic influence. The variegated-brown-and-taupe patterned-brick façade is punctuated by three tall brick pilasters with cast-stone plinths that frame two storefronts and six second-story windows beneath a cast-stone-capped crenellated parapet with geometric motifs. At the second story, shorter matching intermediary pilasters, corbelled sills comprising a stretcher course topped with a header course, and cast-stone-lintels surround sixteen-pane steel sash with eight-pane hoppers. Above each window and at the top of each pilaster, vertical recesses supply additional embellishment. The storefronts encompass patterned-brick kneewalls, slightly projecting header-course sills, copper cornices beneath prismatic-glass transoms, and cast-stone upper cornices. Painted plywood covers the storefront windows and transoms. The plate-glass display windows were replaced with mid-twentieth-century multipane steel sash that remain in place

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 7 Page 12 Melrose Hosiery Mill No. 1
Guilford County, NC

behind the plywood. A single-leaf door replacement door was installed in the south storefront in conjunction with the plywood enclosure. There is no door in the north storefront.

The central and south buildings' similarly executed east elevations are in the same plane. The central building's first story encompasses four multipane steel sash of various widths with hoppers, a plywood-covered window opening at the south end, two single-leaf plywood doors, a double-leaf plywood door, and a vertically sliding steel elevator door at the north end. A small frame utility shed projects beneath the south window. All six of the second-story window openings have been filled with brick. Louvered-metal vents were also installed in portions of four openings and horizontal three-pane steel windows in two openings. The window openings have slightly projecting cast-stone sills. The north elevation is blind. A corrugated-metal second-story roll-up door opened into a hyphen adjacent to the no longer extant factory wing.

9. North Commercial and Industrial Building, 1533 West English Road, 1928, contributing building

The north building's textured-yellow-brick façade provides dramatic contrast with the rest of the red-and brown-and-taupe brick block. Art Deco elements include brick pilasters that frame three storefronts. The pilasters have cast-stone plinths and canted cast-stone caps bifurcated by a vertical recess with a cast-stone block at the base. Each storefront encompasses a yellow-brick kneewall, slightly projecting header-course sill, copper cornice beneath a prismatic-glass transom, and cast-stone upper cornice. A soldier course spans the pilasters above the cast-stone cornice. Painted plywood covers the storefront windows. A double-leaf door opens into the central bay; there are no doors in the other two storefronts. Corbelled surrounds with crosseted corners embellish six second-story plywood-covered window openings. Storefront and second-story sash status is unknown, as painted plywood also fills the opening interiors. Above the windows, eight short vertical courses of angled brick intersect a cast-stone beltcourse. A soldier course and cast-stone coping top the flat parapet.

The north building's offset east elevation accommodated the piano factory wing. Ghost marks of the factory's low gable roof are visible on the east wall's blind central section. A wide service door allowed egress into the wing's first story. Two twenty-pane steel sash with six-pane hoppers and slightly projecting cast-stone sills were north and south of the wing. Painted plywood fills the slightly smaller north second-story window opening, which contains a sixteen-pane steel sash with an eight-pane hopper. A corrugated-metal second-story roll-up door opened into a hyphen south of the wing. A stepped parapet with terra-cotta coping tops the blind red-brick common-bond north elevation.

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 7 Page 13 Melrose Hosiery Mill No. 1
Guilford County, NC

Interiors of Commercial and Industrial Buildings (#7-9)

The north buildings all have open plans on both levels. First-story showrooms are more elaborately finished than second-story manufacturing areas. Original finishes include pressed-tin ceilings and cornices, narrow-board ceilings, plaster and painted brick walls, and concrete and narrow-board floors. Uniformly spaced steel I-beams and wood ceiling beams carry the building's load. At most interior entrances, galvanized-sheet-metal-clad, solid-core-wood doors, known as kalamein doors, slide on steel tracks and are held open by weighted pulleys. Fluorescent lights and sprinkler system pipes hang from the ceilings. Surface-mounted metal conduit houses electrical wiring.

The south building's first story is separated into a one-bay-wide south space and a two-bay-wide north space, both with pressed-tin ceilings, plaster walls, and concrete floors. The small mechanical room at the building's southeast corner includes a gypsum-board-clad stair to the second floor.

The central and north buildings' first floors are large open rooms with narrow-board ceilings, painted brick walls, and concrete floors. Gypsum-board partition walls enclose restrooms adjacent to the central building's east wall and a storage room at its southwest corner.

The interconnected second floor encompasses three open rooms used for manufacturing. Painted brick walls, square wood posts and ceiling beams, and narrow-board floors and ceilings are substantially intact. Large square skylights and multipane steel windows provided ample light. The collapsed west portion of the south building's ceiling and roof were replaced with dimensional lumber rafters and plywood decking. Portions of the central and north room ceilings have also suffered water damage. A freight elevator occupies the central building's northeast corner. A partial-height horizontal-board-clad wall encloses restrooms south of the elevator.

Integrity Statement

Melrose Hosiery Mill No. 1 possesses the seven qualities of historic integrity—location, setting, feeling, association, design, materials, and workmanship—required for National Register designation. The complex displays high integrity of location, setting, feeling, and association, as it remains on its historic site at West End's center. Although some of the proximate commercial and industrial buildings that flanked West English Road have been demolished, a cohesive collection of edifices erected from the late 1920s through the 1960s convey the area's character during the period of significance.

Melrose Hosiery Mill No. 1 also embodies early- to mid-twentieth-century industrial and commercial design, materials, and workmanship. The 1924 factory and dye house and 1928 and 1931 additions have heavy-timber and steel post-and-beam interior structural systems, load-bearing brick exterior

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 7 Page 14 Melrose Hosiery Mill No. 1
Guilford County, NC

walls executed in five-to-one common bond, double-thickness wood and concrete floors, and kalamein doors. Large multipane steel sash with hoppers, long roof monitors, and skylights provided ample light and ventilation. The 1950s additions did not involve extensive modifications; only limited wall removal to facilitate interior connectivity. The mill's open plan and interior finishes original to each construction phase are substantially intact.

The 1928 façades, distinguished by classical and Art Deco features executed in masonry and cast-stone, retain prismatic and leaded-glass transoms, copper cornices, and brick and ceramic-tile kneewalls. Plate-glass storefront windows have been removed and openings covered with plywood, but the openings are intact. The 1928 addition's south second-story window openings were filled with brick when the plant was air-conditioned and the north second-story office windows have been replaced. North of the alley, the north and south buildings' façade windows are covered with plywood. Status of the storefront sash and the north building's second-story sash is unknown, as plywood also fills the opening interiors. The south building's second-story sash have been removed.

Three resources associated with Melrose Hosiery Mill No. 1 that stood in the tax parcel's northeast quadrant—the two-story, brick, pre-1924 piano factory that abutted Building 9's east elevation and was absorbed into the hosiery factory in 1928, the two-story frame 1940s warehouse south of the piano factory, and a one-story machine shop erected by 1938—were demolished by the previous owner. Their loss does not diminish the integrity of the remaining buildings, as the most architecturally and historically significant portions of the complex survive. The vacant northeastern portion of the tax parcel has been excluded from the National Register boundary.

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 8 Page 15 Melrose Hosiery Mill No. 1
Guilford County, NC

Section 8. Statement of Significance

Melrose Hosiery Mill possesses local significance under Criterion A due to its industrial importance and Criterion C as a representative example of industrial and commercial architectural design in High Point during the twentieth century's second quarter. Established in 1922 by brothers Robert Thomas Amos (1880-1968) and Charles Lee Amos (1886-1961), the concern was a driving force in High Point's economy until its 1971 closure. Melrose Hosiery Mills grew from a twenty-five-person operation housed in a one-story frame warehouse to an enterprise with three plants on West English Road and Kivett Drive and approximately twelve hundred employees by the mid-twentieth century. As High Point's second-largest hosiery manufacturer for much of its history, the company was one of the city's principal employers, taxpayers, freight shippers, and power consumers. The workforce was predominantly female, affording women the opportunity to hold a wide variety of positions. The West English Road plant's rapid 1920s expansion stimulated extensive commercial, industrial, and residential development in the proximate West End area that continued through the 1950s.

Melrose Hosiery Mill No. 1 is a cohesive collection of largely intact 1922-1956 buildings that display the evolution of industrial and commercial design during that period. The 1924 factory and dye house and 1928 and 1931 additions are characterized by heavy-timber and steel post-and-beam interior structural systems, load-bearing brick exterior walls executed in five-to-one common bond, double-thickness wood and concrete floors, and kalamein doors, all typical in early-twentieth-century fire-resistant industrial architecture. Large multipane steel sash with hoppers, long roof monitors, and skylights provided ample light and ventilation. The 1928 and early 1950s additions incorporate structural-steel framing systems frequently used during the mid-twentieth century. The 1928 storefronts, enlivened by classical and Art Deco stylistic elements, variegated patterned brick with cast-stone accents, prismatic and leaded-glass transoms, copper cornices, and brick and ceramic-tile kneewalls, exemplify the Commercial Style. In a several-block portion of West English Road once lined by commercial buildings, Melrose Hosiery Mill No. 1's storefronts are among the most architecturally distinctive survivors. The 1928 additions were unique in that they housed company offices and manufacturing operations as well as first- and second-story showrooms occupied by unrelated businesses. The period of significance begins in 1922 with Melrose Hosiery Mills' creation and the boiler house construction, and continues to 1971, when the company ceased production.

Historical Background and Industry Context

Guilford County's development escalated in the mid-nineteenth century with the construction of improved transportation routes through the region. The Fayetteville and Western Plank Road linked Salem to Wilmington in 1852, greatly facilitating travel and trade between the Piedmont and the coast. The North Carolina Railroad soon followed, connecting Charlotte to Raleigh and points east in 1855. Surveyors determined that a site near the transportation arteries' intersection in southwestern Guilford

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 8 Page 16 Melrose Hosiery Mill No. 1
Guilford County, NC

County had the highest elevation along the railroad corridor and indicated it as such on their maps. The locale thus became known as "High Point."⁷

Entrepreneurs seized upon the opportunity to purchase land, construct homes, and establish businesses in the crossroads vicinity. Thomas Sechrest, Solomon Kendall, and Nathan Johnson sold acreage near High Point's center to investors including William Welch and Salem industrialist Francis Fries, who promptly launched new commercial ventures including land subdivision and sales. The community burgeoned after the railroad line opened, and, in 1857, encompassed 441 white residents, 70 slaves, and 14 free blacks. The North Carolina General Assembly incorporated the new town in 1859.⁸

The Civil War's onset dramatically slowed High Point's growth, but, with the exception of a Union raid that destroyed the frame depot and a cotton warehouse near the war's end in 1865, the nascent municipality was largely spared from destruction. As the economy began to recover, industrialists W. H. Snow (a Vermont native and former Union officer), A. A. Barker, J. Elwood Cox, and H. R. Welborn opened tobacco factories, textile mill apparatus manufactories, lumber yards, and millwork plants, providing myriad employment prospects for laborers including newly emancipated African Americans who moved to town from rural areas. Banks, construction companies, restaurants, and retail outlets followed these primary economic engines, resulting in a population increase from 591 residents in 1870 to approximately 1,000 occupants in 1880.⁹

The last decades of the nineteenth century brought even more significant progress. Ernest A. Snow (Captain Snow's son), John H. Tate, and Thomas F. Wrenn opened High Point's first furniture factory in spring 1889 and many others soon followed. The population doubled by 1890 and climbed to 4,163 residents in 1900.¹⁰ That year, High Point boasted at least thirty-three industrial enterprises, ranging from flour, lumber, and cotton mills to furniture and mattress producers, brick and tile manufacturers, building supply companies, and cigar and tobacco factories, most of which were located along railroad

⁷ Benjamin Briggs, *The Architecture of High Point, North Carolina* (Charleston, South Carolina: The History Press, 2008), 27-28; Catherine W. Bishir and Michael T. Southern, *A Guide to the Historic Architecture of Piedmont North Carolina* (Chapel Hill: University of North Carolina Press, 2003), 341.

⁸ Briggs, *The Architecture of High Point*, 27; Thomas B. Smith, "Negroes of City Have Won and Retain Respect for Splendid Achievement," *HPE*, January 20, 1935. High Point's population was not quantified separately in official government records until 1900. Various sources give different numbers for the population upon incorporation in 1859, varying from 525 residents (Eli Denny, *Greensboro Patriot*, July 1857) to 596 inhabitants [Robert F. Hicks Jr., *The Spirit of Enterprise: The History of High Point's Formative Period: 1851-1926* (High Point: Robert Franklin Hicks, 1989), 15].

⁹ Again, estimated population numbers vary. High Point's 1880 statistics range from 991 according to High Point historian Mary Lib Clark Joyce to about 1000 in Robert F. Hicks Jr., *The Spirit of Enterprise*, 53.

¹⁰ "Enterprising High Point," *The Daily Workman* (Greensboro), March 25, 1890, p. 1; Leon E. Truesdell, *Sixteenth Census of the United States: 1940, Census of Population, Volume I, Characteristics of the Population, Part A, Number of Inhabitants* (Washington, D. C. Government Printing Office, 1942), 772.

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 8 Page 17 Melrose Hosiery Mill No. 1
Guilford County, NC

lines. Downtown businesses prospered as the population increased in conjunction with industrial expansion.¹¹

It was in this auspicious economic climate that brothers Robert Thomas Amos (1880-1968) and Charles Lee Amos (1886-1961), among the city's most ambitious twentieth-century entrepreneurs, embarked upon their first successful business venture. After graduating from Eastman Business College in Poughkeepsie, New York, Robert launched his career with a bookkeeping position at Lindsay Chair Company in High Point in 1902. Three years later, he partnered with furniture manufacturers Thurlow A. Kearns and M. B. Smith to establish Amos-Kearns Furniture Company. The concern leased a storefront and began selling furnishings and accessories in early April 1905. The business expanded to an adjacent building in fall 1906. That year, Robert recruited Charles to move to High Point from their parents' farm near Reidsville in Rockingham County and join the company as a salesman. The men acquired Kearns's interest in the business and chartered Amos Furniture Company in April 1907.¹²

Amos Furniture Company prospered during the 1910s. Following the lead of many piedmont industrialists, the Amoses diversified into textile manufacturing, incorporating Amos Hosiery Mills Company with J. W. Harriss, Wescott Roberson, M. B. Smith, and R. B. Terry in December 1916. Wescott Roberson initially served as president, Charles Amos as vice president, and Robert Amos as secretary-treasurer.¹³

Their timing was optimal, as North Carolina hosiery production burgeoned during the twentieth century's first decades. The state's early manufacturers included Randleman Hosiery Mill in Randolph County, incorporated in 1893, and Durham Hosiery Mills and Golden Belt Hosiery Company in Durham, both established in 1895.¹⁴ Entrepreneurs launched two High Point endeavors in November 1904. John Hampton Adams and James Henry Millis led the consortium of Guilford County businessmen who chartered High Point Hosiery Mill, while New York investors organized Centaur Knitting Company. Both concerns erected two-story brick factories that were substantially complete by February 1905. High Point Hosiery Mills operated ninety-three knitting machines when manufacturing commenced in April. By 1907, 275 employees had the capacity to weave

¹¹ "High Point Industries," *HPE*, September 21, 1900, p. 2; J. J. Farris, *High Point North Carolina: A Brief Sketch of Its Manufacturing Enterprises, Together with Sketches of Those who Built Them* (High Point: Enterprise Printing Company, 1900), 7.

¹² Charles and Robert resided in a Broad Street dwelling leased by their brother Will, a railroad conductor, and his wife Della by 1910. "Will Open Saturday," *HPE*, March 29, 1905, p. 1; "Another Large Building," *HPE*, June 20, 1906, p. 7; "Factions Bury the Hatchet," *Charlotte Observer*, April 29, 1907, p. 8; "Changed Firm Name," *HPE*, June 5, 1907, p. 1; U. S. Census, Population Schedules, 1900, 1910; death certificates.

¹³ "Certificate of Incorporation Filed Monday at Greensboro," *HPE*, December 19, 1916, p. 2; *Miller's High Point, NC, City Directory*, 1918.

¹⁴ L. Barron Mills Jr. *Randolph County: A Brief History* (Raleigh: Office of Archives and History, 2008), 89; Jean Bradley Anderson, *Durham County: A History of Durham County, North Carolina* (Durham: Duke University Press, 1990), 213.

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 8 Page 18 Melrose Hosiery Mill No. 1
Guilford County, NC

approximately 1,500 pairs of socks daily. Centaur Knitting Company was not so fortunate. Creditors filed involuntary bankruptcy proceedings in February 1906 and equipment and machinery were sold at an April auction. Durham Hosiery Mills purchased the factory in August and enlarged it to serve as the third plant in its enterprise. Adams and Millis incorporated a second hosiery operation, Piedmont Mills Company, in 1909.¹⁵

By 1914, seventy-four North Carolina knitting plants employed approximately eight thousand workers who produced almost nine million dollars-worth of stockings. Most hosiery mills were located in central North Carolina cities with strong textile manufacturing traditions such as Burlington, High Point, Asheboro, Winston-Salem, and Hickory. Furniture factories—which often manufactured spindles, bobbins, and shuttles for textile mills in addition to inexpensive furnishings marketed to mill workers—abounded in the same municipalities, as well as in Thomasville, Lexington, Salisbury, and Statesville.¹⁶ High Point's hosiery manufacturers, most of which benefited from military commissions during World War I, increased in number from three in 1913 to ten in 1918.¹⁷

In January 1917, Amos Hosiery Mills bought an approximately half-acre lot at Mangum Avenue and East Russell Street's northwest corner upon which to erect a factory. Additional space was necessary by February 1920, when the concern leased a portion of the former Standard Mirror – Southern Mirror factory to the southwest off Mangum Avenue and installed knitting machinery and equipment purchased from a western North Carolina hosiery mill. The original Amos Hosiery plant housed the finishing department after the manufacturing department's move to the neighboring factory. Robert became Amos Hosiery Mills' president when he and Charles reorganized the business in 1920 upon becoming the sole stockholders.¹⁸

The Amoses sold Amos Furniture Company's retail component to Winston-Salem-based Gilmer Brothers Company, which operated department stores in many North Carolina cities, in January 1920. Gilmer Brothers had outgrown its High Point location in the building next to Amos Furniture's store,

¹⁵ "High Point Hosiery Mill, *News and Observer* (Raleigh), November 3, 1904, p. 6; "A Beauty," *HPE*, April 5, 1905, p. 1; *Wilmington Morning Star*, February 5, 1905, p. 2; *Raleigh Enterprise*, February 22, 1906, p. 3; "Engineers Back From Porto [sic] Rico," *Greensboro Daily News*, August 4, 1906, p. 3; "Durham Hosiery Mills Buy the Knitting Mill of High Point Power Company," *HPE*, August 8, 1906, p. 8; "High Point Hosiery Mills," *The Courier* (Asheboro), July 4, 1907, p. 1; "Another Factory," *HPE*, August 21, 1909, p. 1; Davison Publishing Company, *The Blue Book: Textile Directory: United States and Canada* (New York: Davison Publishing Company, 1910), 452.

¹⁶ Brent D. Glass, *The Textile Industry in North Carolina: A History* (Raleigh: North Carolina Department of Cultural Resources, Division of Archives and History, 1992), 44.

¹⁷ *Miller's High Point, NC, City Directories*, 1913, 1918.

¹⁸ Guilford County Assumed Name Book A5, p. 3; *The Review* (High Point), January 4, 1917, p. 1; "High Point's Hosiery Industry is Growing," *Greensboro Daily News*, February 22, 1920, p. 8; "Not to Engage in New Business," *HPE*, February 21, 1920, p. 5; "Certificate of Dissolution," *HPE*, December 21, 1920, p. 8; *Miller's High Point, NC, City Directories*, 1916, 1918; "New Factory for High Point," *The Review*, April 25, 1918, p. 10.

United States Department of the Interior
National Park Service

National Register of Historic Places

Continuation Sheet

Section number 8 Page 19 Melrose Hosiery Mill No. 1
Guilford County, NC

and the acquisition allowed for a much-needed expansion. The transaction facilitated Charles's desire to focus on furniture fabrication. As president and manager of Amos Furniture Manufacturing Company, organized in March 1920, he commissioned contractor J. O. Connor to construct a warehouse and office on West English Road adjacent to a Southern Railway line. The one-story, gable-roofed, corrugated-metal-sheathed, 64-by-150-square-foot building was completed in June 1920. The surrounding area, platted as the Melrose subdivision but known as West End, then contained only a few other industrial buildings. Charles's reprieve from retail sales was short-lived, as he partnered with A. H. Holton and O. V. Kester to incorporate Cut Rate Furniture Company in July 1922. The concern's store at 613 East Green Street was the first of several North Carolina locations. Charles also advocated for West End's residential and commercial development. In November, he headed the consortium of investors that established Atlantic Insurance and Realty Company.¹⁹

Charles and Robert Amos further capitalized on the robust economy by establishing Melrose Hosiery Mills in 1922. The men outfitted a portion of Amos Furniture Manufacturing Company's warehouse with fifty second-hand knitting machines. By July 1922, an approximately twenty-five-person workforce generated around eight hundred pairs of socks daily. Melrose Hosiery Mills sold its inventory to other concerns to dye and finish until the city agreed to extend municipal sewer service to the plant to allow for the construction of a dye house and boiler house. The company erected a freestanding boiler house in fall 1922 and a two-story brick mill by 1924. The dye house followed after the Amoses split their business interests in 1924, with Robert becoming Amos Hosiery Mills' sole owner and president and Charles assuming the same roles at Melrose Hosiery Mills. It appears that Amos Furniture Manufacturing Company had been dissolved by that time.²⁰

The booming 1920s economy provided unprecedented opportunities for High Point citizens. Commercial and industrial expansion and city infrastructure improvements created thousands of new jobs, resulting in the population more than doubling during the decade—increasing from 14,302 inhabitants in 1920 to 36,745 residents in 1930. The High Point Chamber of Commerce reported that the city's 116 manufacturing establishments employed 8,891 laborers in 1924. Fourteen hosiery mills had the capacity to produce approximately 95 billion pairs of socks and stockings.²¹ Melrose Hosiery

¹⁹ The initial purchase comprised lots seven through twenty in block four of C. Markley's Melrose subdivision, platted in 1918. Guilford County Plat Book 4, p. 128; "Amos Furniture Co. Sold to Gilmer," *HPE*, January 6, 1920, p. 4; "Amos Warehouse Ready Soon," *HPE*, June 9, 1920, p. 3; *Manufacturers' Record*, March 11, 1920, p. 141; March 18, 1920, p. 135; July 20, 1922, p. 78; and November 2, 1922, p. 99; "Cut Rate Furniture Company," *HPE*, December 19, 1922, p. 9.

²⁰ Guilford County Assumed Name Book M11, p. 7; *Manufacturers' Record*, August 10, 1922, p. 82; James R. Young and Marjorie W. Young, *Textile Leaders of the South* (Columbia, S. C.: R. L. Bryan Company, 1963), 4-7; "High Point Has a New Hosiery Mill," *HPE*, July 31, 1922, p. 2; "High Point Builders," *HPE*, December 28, 1922, p. 1; "Melrose Develops Into Important High Point Hosiery Firm," *E.S.C. Quarterly*, Winter-Spring 1953, 17; Sanborn Map Company, "High Point, North Carolina," Sheet 210, 1924.

²¹ High Point Chamber of Commerce, *High Point, North Carolina* (High Point: High Point Chamber of Commerce, 1924), not paginated.

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 8 Page 20 Melrose Hosiery Mill No. 1
Guilford County, NC

Mills quickly became one of High Point's principal industries. A. N. Hill supervised 125 employees who manufactured men's and women's seamless sock and stocking on 181 knitting, 30 carding, and 15 sewing machines in 1925. In comparison, 125 Amos Hosiery Mills employees utilized 163 knitting and 8 sewing machines to produce full-fashioned and seamless hosiery. At High Point Hosiery, the most sizable of the city's fourteen hosiery mills, 500 laborers operated 475 knitting, 134 ribbing, 81 looping, and 23 sewing machines.²²

Melrose, Amos, and High Point hosiery mills were among the city's largest employers, taxpayers, freight shippers, and power consumers in the late 1920s. The companies' success epitomizes statewide trends in the industry. North Carolina was second only to Pennsylvania in the number of hosiery mills operating in 1927, when 117 plants in thirty-five counties employed approximately 15,500 workers and produced hosiery valued at almost \$53 million. Alamance County contained the largest number of hosiery mills (26), followed by Guilford County (15), Catawba County (10), Burke and Durham counties (8 each), and Forsyth and Randolph counties (5 each).²³ In 1931, Burlington, with thirty-two hosiery mills, was North Carolina's hosiery manufacturing center, followed by High Point, with sixteen hosiery plants.²⁴

Melrose Hosiery Mills facilitated its late 1920s growth by commissioning local architect Fred Klein and contractor John Willett to design and erect in 1928 a two-story brick addition with commercial storefronts fronting West English Road at the 1924 factory's west end as well as three two-story brick commercial and industrial buildings to the north. The addition included company offices on both north-bay levels and first- and second-story showrooms occupied by Rose Furniture Company, owned by W. R., G. C., and O. V. Kester, in the south three bays. Noland Company, a wholesale plumbing supply purveyor, and Davis-Hill clothiers leased storefronts in the north buildings. A narrow alley between the addition and north buildings allowed access to the parcel's northeast quadrant, which included a freestanding two-story brick piano factory built before 1924. The elevated passage spanning the alley connected Melrose Hosiery Mills' 1924 factory to manufacturing operations on the north buildings' second floors. Following the 1928 installation of new equipment, including forty

²² Davison Publishing Company, *Davison's Textile Blue Book: United States and Canada* (New York: Davison Publishing Company, 1925), 742; Frank D. Grist, commissioner, *Thirty-fifth Annual Report of the Department of Labor and Printing of the State of North Carolina* (Raleigh: Mitchell Printing Company, 1926), 76-77, 82-83.

²³ Marvin Shirley, "Of 672 Mills In County, State Has 117, Is Second to Pennsylvania With 277," *The Charlotte Observer*, November 23, 1930; Robert Menzies, "Stockings Miss North Carolina Buys From Chicago Probably Made at Home," *Raleigh News and Observer*, October 24, 1937; "Migration," *Raleigh News and Observer*, January 29, 1939; C. H. McGregor, *The Hosiery Manufacturing Industry in North Carolina and Its Marketing Problems*, Research Paper 15, Graduate School of Business Administration, University of North Carolina at Chapel Hill, June 1965, 6-7.

²⁴ Jacquelyn Dowd Hall, James Leloudis, Robert Korstad, Mary Murphy, Lu Ann Jones and Christopher B. Daly, *Like a Family: The Making of the Southern Cotton Mill World* (New York: W.W. Norton and Company, 1987), 255.

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 8 Page 21 Melrose Hosiery Mill No. 1
Guilford County, NC

knitting machines to manufacture women's silk stockings, Melrose Hosiery Mills was the city's second-largest enterprise of its type.²⁵ Only High Point Hosiery Mill was larger.

Charles Amos had previously constructed two one-story commercial buildings, each with two storefronts, at the southwest corner of the Melrose Hosiery Mills block in 1926. Tenants included general stores, printer W. R. Zeigler's shop, and C. A. Ring and Son's drug store. West End Hardware Store, Standard Barber Shop, West End Barber Shop, West End Drug Store, and the Ritz Theater, all of which opened in August 1928; occupied buildings on West English Road's west side. National Food Stores, Sartin Dry Cleaning Company, Hamilton Florist, West End Furniture Company, and Cecil-Simpson Drug Company also served factory employees as well as residents of the nearby West End suburb, which received electrical service in March 1929.²⁶

Melrose Hosiery Mills' product demand remained high in 1930, when A. N. Hill oversaw 350 workers, approximately 65-percent female, who produced six grades of socks as well as silk stockings on 438 knitting, 85 looping, 10 sewing, and 2 winding machines. Amos Hosiery Mills, which manufactured men's and women's seamless hosiery, was a slightly smaller operation, with 250 employees, 409 knitting, 86 looping, 8 sewing, and 2 winding machines.²⁷ However, the textile industry was facing challenges that were exacerbated by the Great Depression's onset in the early 1930s. More efficient equipment and mechanization that transformed manufacturing operations led to employee layoffs. Job loss, decreased pay, and poor working conditions made unions more appealing. These factors set the stage for demonstrations across the South. In July 1932, approximately 360 workers from High Point's sixteen hosiery mills fought wage reductions by organizing a walk-out. Their protest inspired almost 15,000 North Carolina cotton, furniture, and hosiery mill laborers to do the same within a week. Demonstrators were quickly pacified, but other strikes followed. Two years later, around 65,000 North Carolinians were among approximately 400,000 laborers who forced plant closures throughout the southern United States during the three-week General Textile Strike of September 1934. Many mill owners fired known union members and sympathizers. Union efforts were not in vain, however, as the Roosevelt administration's social and economic reform programs eventually resulted in the institution of a forty-hour work week and increased worker pay.²⁸

²⁵ "More Hosiery Mills for City of High Point," *Charlotte Observer*, Carolina Industries Special Edition, March 2, 1928, p. 4; *Miller's High Point, NC, City Directories*, 1928, 1930; "West End is Home of the Melrose Hosiery Mill," "Rose Furniture is a Big West End Concern," *HPE*, March 28, 1929, pp. 10-11; D. H. Hill Jr., "Little Sign of Textile Goods Buying Improvement Seen," *Atlanta Constitution*, June 3, 1928, p. 8C.

²⁶ "West End Barber Shop is Opened," "Ritz Theater is Recent Addition," "Hardware Company in West End Has a Complete Stock," "West End White Way Will Be Cut On Tonight," "Ring Drug Store Popular Center in the West End," "Standard Barber Shop at West End," *HPE*, March 28, 1929, pp. 9-10.

²⁷ *Davison's Textile Blue Book*, 1930, 687.

²⁸ Hall, et al., *Like a Family*, 202-208, 217; Margaret Crawford, *Building the Workingman's Paradise: The Design of American Company Towns* (London and New York: Verso, 1995), 194-195; "Hosiery Mills to Open Today," *Asheville Citizen-Times*, July 28, 1932, p. 2.

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 8 Page 22 Melrose Hosiery Mill No. 1
Guilford County, NC

Most High Point hosiery mills weathered the strikes and economic downturn during the Great Depression, maintaining and in some cases increasing production. The city's hosiery manufacturers increased from sixteen in 1930 to twenty-three in 1935, providing critically needed jobs. Melrose Hosiery Mills erected a two-story, brick, \$6,000 addition in 1931 that allowed for the installation of two hundred knitting machines. In 1935, the concern reported that 475 workers ran 679 knitting, 134 looping, and 23 sewing machines. A. N. Hill managed the plant and W. E. Mitchell purchased the operation's cotton, rayon, and silk. The company maintained New York and Chicago marketing offices. At Amos Hosiery Mills, 300 employees operated 470 knitting, 100 looping, and 8 sewing machines.²⁹

Charles L. Amos Jr. (1914-1981) began working in Melrose Hosiery Mills' shipping department in 1934 and became a purchasing agent in 1936. In December of that year, C. L. Amos, C. L. Amos Jr., and W. E. Mitchell incorporated Melrose Hosiery Mills. At that time, North Carolina's 187 hosiery mills (of the South's 239) encompassed 2,028 full-fashioned hosiery machines. By the late 1930s, more new hosiery mills were being established in North Carolina than any other type of industrial plant. In 1938, entrepreneurs erected forty-four new plants and expanded thirty-eight existing hosiery mills, resulting in a total of 249 hosiery mills (75 full-fashioned and 174 seamless) by 1939. North Carolina manufactured approximately twenty-six percent of the nation's hosiery that year, almost doubling the state's 1929 product.³⁰

Twenty-eight Guilford County hosiery manufacturers employed 3,831 women and 2,876 men in 1938. Adams-Millis Corporation, with almost two thousand laborers, was the most sizable operation. Melrose and Triangle hosiery mills, each with between 350 and 400 workers, were High Point's next largest concerns. The 1938 construction of an air-conditioned brick plant on Kivett Drive allowed Melrose Hosiery Mills to increase full-fashioned production capacity. R. H. Hilliard supervised approximately eighty operatives at that location. Crown, Diamond Full-Fashioned, Guilford, Silver-Knit, and Slane hosiery companies employed between 250 and 300 men and women, while Amos and Harriss and Covington hosiery mills' workforces numbered between 200 and 250.³¹

²⁹ "High Point, N. C.," *Index Journal*, December 16, 1930, p. 4; "Industrial Plants Add to Employment," *Tampa Tribune*, November 10, 1931, p. 18; *Davison's Textile Blue Book*, 1935, 543-545.

³⁰ Guilford County Incorporation Book N, p. 70; *E.S.C. Quarterly*, Winter-Spring 1953, 17; Marvin Shirley, "Of 672 Mills In County, State Has 117, Is Second to Pennsylvania With 277," *The Charlotte Observer*, November 23, 1930; Robert Menzies, "Stockings Miss North Carolina Buys From Chicago Probably Made at Home," *Raleigh News and Observer*, October 24, 1937; "Migration," *Raleigh News and Observer*, January 29, 1939; McGregor, *The Hosiery Manufacturing Industry in North Carolina*, 6-7; Melrose Hosiery Mills, Inc., "From a tiny plant to full bloom - this is the Melrose Story," circa 1962 company history, High Point Historical Museum.

³¹ North Carolina Department of Conservation and Development, *Industrial Directory and Reference Book of North Carolina* (Durham: Christian Printing Company, 1938), 387, 393-394; "High Point," *Rocky Mount Telegram*, March 18, 1938, p. 1; "New Melrose Unit Modern Structure," *HPE*, July 31, 1938; *E.S.C. Quarterly*, Winter-Spring 1953, 17.

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 8 Page 23 Melrose Hosiery Mill No. 1
Guilford County, NC

The Amoses pursued numerous business ventures as the economy stabilized. In 1938, Charles was president-treasurer of Melrose Hosiery Mills; president of Atlantic Insurance and Realty Company, Cut-Rate Furniture Company, and Troxler Furniture; and a first vice president of The Hood System National Bank, established in 1926 to handle industrial accounts. His son R. Kenner Amos (1918-1996), a 1933 McCallie Military Academy graduate, joined Melrose Hosiery Mills' administrative team as a purchasing agent. Robert remained president of Amos Hosiery Mills and partnered with Herman H. Smith to create Amos and Smith Hosiery Company, which commenced manufacturing ladies seamless stockings at a Pilot Mountain plant in 1939. The company was managed from Amos Hosiery Mills' High Point office.³²

Charles Sr. organized Glenn Hosiery Company, which operated as an independent subsidiary of Melrose Hosiery Mills, in early 1941. He served as president, Charles Jr. as vice president, and A. Glenn Smith as secretary-treasurer and manager. Smith, a Reidsville native, had garnered ample experience in the industry while selling hosiery for High Point manufacturers since attaining a business administration degree from Duke University in 1929. The concern, which was producing cotton and rayon white, pink, yellow, and blue children's socks at a factory on Kivett Drive near Melrose Hosiery Mills' full-fashioned plant in March 1941, was then High Point's only manufacturer with that specialty. Sixty employees operated thirty-six knitting machines in July 1941.³³

North Carolinians rose to the challenges of World War II in the early 1940s. Melrose, Glenn, and Amos hosiery mill employees were among the approximately 19,192 Guilford County residents who served in the military.³⁴ Those left behind were occupied with the war effort in a variety of ways, from rationing and participating in bond and salvage drives to filling vacant positions at mills and factories that accelerated production to meet the needs of servicemen and women. Worker demographics changed as industrial jobs rose by seventy-five percent in the South over the course of World War II, with traditionally underemployed groups such as women, African Americans, and the elderly receiving invaluable education, training, and experience. Output soared after May 1943, when President Franklin D. Roosevelt established the Office of War Mobilization to coordinate a diverse array of support endeavors including manufacturing, scientific research, and agricultural production.³⁵

³² Hill Directory Company, *Hill's High Point (Guilford County, NC) City Directories* (Richmond, Va.: Hill Directory Co., 1938); Carolyn Boyles, *Early Days of Pilot Mountain, North Carolina: A History and Genealogy* (Pilot Mountain, N.C.: Carolyn Boyles, 2012), 180.

³³ Mary Louise Medley, "Making Infants' Hose a New Enterprise Here," *HPE*, July 6, 1941, p. 8A; *E.S.C. Quarterly*, Winter-Spring 1953, 17.

³⁴ Spencer B. King Jr., *Selective Service in North Carolina in World War II* (Chapel Hill: University of North Carolina Press, 1949), 321.

³⁵ Marilyn M. Harper, et. al. *World War II and the American Home Front* (Washington, D. C.: The National Historic Landmarks Program, October 2007), 3, 13-16.

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 8 Page 24 Melrose Hosiery Mill No. 1
Guilford County, NC

Although silk importation restrictions and nylon rationing presented stocking production challenges during World War II, High Point hosiery mills adapted, utilizing more cotton, wool, and synthetic fibers items produced for retail and military markets. Melrose and Amos hosiery mills increased storage capacity with new buildings in fall 1941. Melrose Hosiery Mills began erecting a \$5,000 warehouse at the West English Road plant in September. Amos Hosiery Mills engaged High Point contractor R. K. Stewart and Sons to build a two-story brick \$30,000 addition in August, perhaps in anticipation of a \$368,400 September War Department contract for 1,500,000 pairs of wool socks. Many Melrose, Glenn, and Amos hosiery mills employees contributed a portion of their wages to defense savings bonds, the Red Cross, and other initiatives supporting the war.³⁶

On June 23, 1942, a large section of Melrose Hosiery Mill No. 1's roof collapsed, injuring approximately sixteen of the forty women working in the second-floor looping department. Two sustained fractures, while the rest suffered cuts, abrasions, and shock. City fire chief and building inspector E. K. Ingram determined that faulty construction caused the incident.³⁷ The damage was quickly repaired.

Military orders fueled production at High Point hosiery mills through the mid-1940s. At Melrose Hosiery Mills, the second-largest of the city's sixteen hosiery manufacturers in 1944, output included socks for U. S. Army and Navy troops. General manager W. E. Mitchell, seamless hosiery supervisor A. N. Hill, and full-fashioned superintendent R. H. Hilliard ensured that 20 full-fashioned, 700 circular knitting, 170 looping, and 35 sewing machines were efficiently operated. The company's New York, Chicago, and Los Angeles offices marketed men's and women's cotton, rayon, and nylon socks and stockings, as well as Glenn Hosiery Mills' cotton and rayon children's socks. H. J. Jernigan managed the Glenn Hosiery plant. At Amos Hosiery Mills, 400 employees ran 520 knitting, 100 looping, and 8 sewing machines.³⁸

Charles L. Amos Sr. remained president-treasurer of Melrose Hosiery Mills as well as president of Atlantic Insurance and Realty Company, Cut-Rate Furniture Company, Glenn Hosiery Company; and first vice president of The Hood System National Bank during the 1940s. Charles Jr. served as vice president of Glenn Hosiery Company and Melrose Hosiery Mills, and R. Kenner vice president

³⁶ "Future Seen as Uncertain by Operators," *HPE*, August 17, 1941, p. 13; "Full-fashioned Hose Mills Here Operating," *HPE*, August 27, 1941, p. 10; "Sock Contract Here," *HPE*, September 16, 1941, p. 12; "Melrose Starting Voluntary Payroll Allotment Plan," *HPE*, December 20, 1941, p. 5; "City Authorizes \$29,576 in Building During Week," *HPE*, September 21, 1941, p. 2A; "New Building Will Be Used as Warehouse," *HPE*, August 24, 1941, p. 1B; "Melrose, Glenn Employees Give War Fund Money," *HPE*, May 19, 1942, p. 12.

³⁷ "Construction Faults Get Blame for Collapse of Melrose Roof; Three Persons Kept in Hospital," *HPE*, June 24, 1942, p. 12.

³⁸ Employee numbers were not reported for Glenn and Melrose hosiery mills. *Davison's Textile Blue Book*, 1944, 495-496.

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 8 Page 25 Melrose Hosiery Mill No. 1
Guilford County, NC

Melrose Hosiery Mills. Robert T. Amos headed Amos Hosiery Mills and Amos and Smith Hosiery Company and was a director and officer of the Southern Hosiery Manufacturers Association and the National Hosiery Manufacturers Association.³⁹

Melrose and Glenn hosiery mills began issuing a mimeographed monthly newsletter—*Mel-Rose-Glen*—in August 1944. The publication chronicled plant improvements, company achievements, departmental actions, personnel news, and the status of former employees in military service. Although employee demographics are not available for this period, the newsletter and promotional publications document that the workforce included African American laborers, many of whom performed janitorial, shipping, maintenance, or site work. Employee benefits included vacations, health insurance, and access to Melrose-Glenn Credit Union, established in February 1945. The company also afforded workers myriad recreational opportunities, sponsoring athletic contests, a baseball team, classes, social clubs, picnics, and parties. In March 1946, the company hired registered nurse Mattie Idol to dispense first aid, health consultations, and physician referrals from a clinic on the 1929 office's second floor.⁴⁰

Most non-essential construction ceased during World War II, and building material and labor shortages, coupled with sharp inflation, increased building costs immediately after the war. However, Melrose and Glenn hosiery mills obtained Civilian Production Administration permits that allowed for approximately \$750,000-worth of plant updates. Melrose Hosiery Mills more than doubled the size of its Kivett Drive full-fashioned knitting plant. The addition's construction commenced in summer 1946

³⁹ The Amoses were ardent philanthropists and civic leaders. Charles Sr. was High Point Public School Board member and a trustee of High Point College, High Point Memorial Hospital, Guilford County Tuberculosis Sanatorium. He owned Charles-Kenner Field, a private High Point airport, and Melrose Stock Farm, an eight-hundred-acre cattle farm in Rockingham County. Robert was a city councilman and served on the boards of Brevard College, Carolina Container Corporation, Country Club Realty Corporation (High Point Country Club), Greensboro-High Point Airport Authority, High Point Hotel Company, High Point Memorial Hospital, High Point YMCA, Highland Cotton Mills, North Carolina Railroad Company, and Winston-Salem-based Wachovia Bank and Trust Company. Robert T. Amos Jr. followed his father's example. He graduated from McCallie Military Academy in spring 1940, enrolled at Davidson College, and enlisted in the U. S. Army after his sophomore year for World War II's duration. He completed his studies at Davidson in 1947 and returned to High Point, where he soon became Amos Hosiery Mills' vice president and general manager, and a board member of Amos Hosiery Mills, Amos and Smith Hosiery Mills, Highland Cotton Mills, High Point YMCA, Piedmont Savings and Loan Company, Central Carolina Convalescent Hospital, Children's Home of Winston-Salem, and Wachovia Bank and Trust Company. Young, *Textile Leaders of the South*, 4-7, 726-727; "Southern Hose Manufacturers Name R. T. Amos," *HPE*, September 21, 1941, p. 1B; *Hill's High Point City Directory*, 1945; "Charles L. Amos Sr. Funeral Tomorrow," *HPE*, June 8, 1961, pp. 1 and 10A.; "Charles L. Amos," *HPE*, June 8, 1961, p. 4A; Robert Marks, "R. T. Amos Jr. Selected Local Citizen of Year," *HPE*, January 1, 1976, pp. 1 and 2A.

⁴⁰ The duration of the company newsletter's publication is unknown. The High Point Museum's collection includes twenty issues published from January 1945 through 1951. "Employees' Views of Melrose Credit Union Established," *Mel-Rose-Glen*, Vol. 1, No. 7, March 1945, p. 1; "Colored Employees," *Mel-Rose-Glen*, Vol. 2, No. 4, December 1945, p. 4; "Dispensary," *Mel-Rose-Glen*, Vol. 2, No. 7, March 1946, p. 1.

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 8 Page 26 Melrose Hosiery Mill No. 1
Guilford County, NC

and was completed in January 1947. A two-story 1947 addition to Glenn Hosiery's Kivett Drive factory provided finishing, shipping, boarding, and storage rooms, leaving only knitting and looping departments in the original building. Work began in January 1947 on Melrose Hosiery Mill No. 2, a two-story, brick, windowless edifice fronting Phillips Avenue at the north end of Melrose Hosiery Mills' West English Road complex that would encompass a first-floor warehouse and machine shop and eight hundred knitting machines in the second-floor knitting department. The building's southwest corner abutted the one-story brick 1941 Melrose Hosiery warehouse that fronted West English Road. By year's end, knitting equipment from the seamless hosiery department to the south had been moved to Melrose Hosiery Mill No. 2. This allowed for reorganization and remodeling of Melrose Hosiery Mill No. 1's seamless plant that included lighting updates, air conditioning installation, and interior painting. Textile Machine Works of Reading, Pennsylvania; Laconia, New Hampshire-based Scott and Williams; and Hemphill Company of Providence, Rhode Island supplied full-fashioned and seamless knitting machines. International Business Machines (I. B. M.) furnished accounting equipment.⁴¹

High Point's industrial production initially surged in the post-war years. In 1947, the city's hosiery manufacturers operated approximately 6,910 seamless and 138 full-fashioned knitting machines, double the number of any other North Carolina municipality. However, the economy slowed in spring 1947, resulting in less product demand and widespread workforce reductions. North Carolina manufacturers laid off approximately three thousand laborers at thirty-two textile and thirteen furniture plants. Seven hundred of Melrose Hosiery Mills' almost twelve hundred workers were among the unemployed. However, the concern bolstered its marketing efforts in the late 1940s, basing salesmen in Chicago, Dallas, High Point, Indianapolis, Jacksonville, Los Angeles, and New York. By February 1949, Melrose and Glenn hosiery mills employed around twelve hundred workers. The concerns' production increased in the early 1950s, when many companies benefited from sizable defense contracts during the Korean War.⁴² High Point factory owners upgraded and expanded their operations and facilities, reflecting the municipality's standing as one of North Carolina's largest industrial centers during this period. The population expanded by over a third as businesses recruited workers, growing from 39,973 at the decade's beginning to 62,063 in 1960.⁴³

⁴¹ "Building Expansion Now Underway," *Mel-Rose-Glen*, Vol. 3, No. 5, January 1947, p. 1; "Melrose Addition," *HPE*, November 23, 1947; "New!", *Mel-Rose-Glen*, Vol. 4, No. 5, January 1948, p. 3; "Full Fashion Knitting Department," *Mel-Rose-Glen*, Vol. 5, No. 1, October 1948, p. 6; "Interior View of Full Fashion Knitting Room," *Mel-Rose-Glen*, Vol. 5, No. 5, pp. 1 and 6; Joe Leslie, "Melrose Hosiery Mill Spends \$750,000 Improving Industry Since World War II," *HPE*, February 15, 1949.

⁴² "City Leads in State Hosiery Manufacturing," *HPE*, March 23, 1947; "Unemployed List Grows In State," *Rocky Mount Telegram*, April 25, 1947, pp. 1 and 10; "From the Melrose Sales Organization," *Mel-Rose-Glen*, Vol. 5, No. 5, February 1949, p. 3; Leslie, "Melrose Hosiery Mill."

⁴³ "Population Statistics: Guilford County and the City of High Point," 1790-1990, document in the "population" vertical file in the North Carolina Collection at the High Point Public Library.

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 8 Page 27 Melrose Hosiery Mill No. 1
Guilford County, NC

In 1951, North Carolina's 255 seamless, 126 full-fashioned, and 381 knitting mills generated approximately forty percent of the nation's hosiery. Guilford County's thirty-nine hosiery mills reported an approximately 8,250-person workforce, far exceeding the other leading hosiery-producing counties: Alamance (6,150) and Catawba and Randolph (4,250 each). In 1953, High Point's twenty-nine hosiery manufacturers' approximately seven thousand workers operated 8,352 seamless and 240 full-fashioned knitting machines. Adams-Millis Corporation's four High Point plants employed around 1,600 laborers. At Melrose Hosiery Mills, which remained High Point's second-largest hosiery manufacturer, approximately one thousand employees produced socks for men, women, and children and ladies' full-fashioned stockings.⁴⁴

Equipment numbers rose slightly at Melrose, Glenn, and Amos hosiery mills during the 1950s. Melrose Hosiery Mills reported operating 707 circular knitting, 205 looping, and 35 sewing machines in 1950. The company added 173 knitting machines by 1955. The Glenn Hosiery Mills complex contained 202 knitting, 58 ribbing, 36 looping, and 16 sewing machines in 1950. The company was absorbed by Melrose Hosiery Mills in August 1952, creating a single corporation. Amos Hosiery Mills ran 558 knitting, 126 looping, and 5 sewing machines, and installed 15 new knitting machines by 1955. Machinery quantities were stable through 1959.⁴⁵

However, women's fashion shifts in the late 1950s dramatically impacted hosiery production. As full-fashioned hosiery declined in popularity, the associated job of sewing seams became obsolete and concerns laid off many of their full-fashioned knitters. State-wide statistics reflect this trend. Although almost half (49.4 percent) of the nation's hosiery mills were located in North Carolina in 1958, the state's full-fashioned hosiery mills decreased sixty-one percent in number (from 414 to 159 plants) by 1963. Melrose Hosiery Mills had only 428 employees in 1960.⁴⁶

Charles L. Amos Jr. oversaw operational changes designed to improve efficiency after assuming Melrose Hosiery Company's presidency in 1958. The ladies seamless hosiery department moved from Kivett Drive to a newly erected and equipped knitting room on West English Road in June 1960. The Kivett Drive plant then housed only the finishing department. New machines and equipment at that plant included a conveyor system and an electronic truck lift. The modernization campaign continued through 1961. That year, Melrose Hosiery Mills was one of four High Point hosiery manufacturers with between five hundred and one thousand workers. Adams-Millis remained the city's largest such

⁴⁴ *E.S.C. Quarterly*, Winter-Spring 1953, 3-5, 14.

⁴⁵ *Davison's Textile Blue Book*, 1950, 599-600; Guilford County Incorporation Book 13, p. 325; *E.S.C. Quarterly*, Winter-Spring 1953, 17.

⁴⁶ McGregor, *The Hosiery Manufacturing Industry in North Carolina*, 7, 23; "Melrose Mills Workers Will Share \$16,000," *HPE*, December 14, 1960, p. 5B.

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 8 Page 28 Melrose Hosiery Mill No. 1
Guilford County, NC

concern, with more than 2,500 employees. The other twenty-four hosiery producers each had less than five hundred people on payroll.⁴⁷

Charles L. Amos Sr. chaired Melrose Hosiery Mills' board of directors until his death on June 7, 1961. Charles Jr. was elected board chairman in 1962 when his brother Kenner became the company's president. In addition to its own product lines, the concern finished, packed, and shipped socks for other labels, including Clinton, S. C.-based Acclaim Hosiery Mills, which had a High Point plant. Melrose Hosiery Mills' printing department generated packaging, inserts, tickets, price tags for all products.⁴⁸

Fashion trends influenced the hosiery industry again in the late 1960s as more women began wearing pants and therefore purchased short stockings, which were much less labor-intensive to produce than pantyhose, or dispensed with hosiery altogether. High Point hosiery plants declined in number by 1970, but nineteen companies continued to manufacture a diverse array of hosiery products. Adams-Millis Corporation (3,000 seamless knitting machines) and Melrose Hosiery Mills (800 circular knitting and seaming machines; 211 seamless knitting machines) remained the largest operations. The most sizable other concerns were Amos Hosiery Mills (400 employees; 650 circular knitting, 150 link and link knitting, 100 looping, and 50 seaming machines), Crown Hosiery Mills (335 employees; 800 circular knitting, 150 looping, and 15 sewing machines), and Harris and Covington (350 employees; 500 circular knitting, 6 looping, and 47 sewing machines).⁴⁹

Intense competition within the domestic hosiery industry and rapidly changing technology contributed to Melrose Hosiery Mills' January 1971 decision to close on June 1st. Approximately three hundred employees were gradually laid off. The plants were leased to commercial and industrial tenants until being sold. City Transfer and Storage Company purchased Melrose Hosiery Mill No. 2 at 109 Phillips Avenue and the north 1941 warehouse at 1513 West English Road in January 1984 and continues to utilize the property. R. Kenner Amos and his wife Melvin H. Amos conveyed the south portion of the West English Road complex (Melrose Hosiery Mill No. 1) to A. Scott Parker III in December 1987. Parker leased storefronts and manufacturing space to various businesses until selling the property to Cohab Space, LLC in March 2019. Fine art photographer Jim Koch, president of JK Gallery and Koch Studio Inc., began using the 1920s dye and boiler houses as his studio and darkroom in 1988. He later

⁴⁷ High Point Chamber of Commerce, *What's Made in High Point and Who Makes It* (High Point: Douglas Printing Company, 1961), 58-63; Melrose Hosiery Mills, Inc., "From a tiny plant to full bloom – this is the Melrose Story."

⁴⁸ Young, *Textile Leaders of the South*, 4-7, 726-727; "Charles L. Amos Sr. Funeral Tomorrow," *HPE*, June 8, 1961, pp. 1 and 10A; "Melrose Changes Officer Line-Up," *HPE*, December 5, 1961; "Acclaim Merges With Anderson," *HPE*, August 1, 1967, p. B1; Melrose Hosiery Mills, Inc., "From a tiny plant to full bloom – this is the Melrose Story."

⁴⁹ *Davison's Textile Blue Book*, 1970, 267-269.

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 8 Page 29 Melrose Hosiery Mill No. 1
Guilford County, NC

renovated much of the space to serve as an art gallery that remains in operation.⁵⁰ The remainder of Melrose Hosiery Mill No. 1, which houses interior design showrooms, meeting rooms, and offices, hosts events and functions as a community gathering place.

Amos Hosiery Mills also scaled back manufacturing operations as new competitors emerged and the industry continued to change. The concern had a 175-person workforce when purchased in 1988 by MIG 90, an investment group led by James H. Millis Jr. of Adams-Millis Corporation, High Point's largest hosiery manufacturer. Following Sara Lee Corporation's 1988 acquisition of Adams-Millis Corporation, Amos Hosiery Mills operated two High Point plants and a Pilot Mountain facility as an independent subsidiary until 1990, when unfavorable market conditions forced closures. Only 150 employees remained in High Point at Millis Corporation's January 1991 bankruptcy announcement.⁵¹

Industrial Architecture Context

Many of North Carolina's nineteenth-century textile producers adapted existing frame buildings to serve as their first mills. Such structures, which usually had rough-sawn wood floors and wood-shingle roofs, often resembled large residential or agricultural buildings as they were typically located in rural settings along the rivers and streams that generated their power. Edwin Michael Holt and William A. Carrigan's frame 1837 mill on Alamance Creek was one of the piedmont's earliest sizable textile mills.⁵²

In the first purpose-built industrial buildings erected in the United States, engineers and architects strove to accommodate machinery in a manner that allowed for efficient access to power sources as well as maximum utilization of natural light and ventilation. By the mid-nineteenth century, "slow-burn" masonry construction, with load-bearing brick walls, exposed heavy-timber framing, thick plank floors, gabled roofs, large operable multipane sash and transoms, segmental-arched window and door lintels, and metal fire doors predominated.⁵³

During the late nineteenth century, steam and electric power availability encouraged factory movement to urban areas in close proximity to railroad lines and sizable potential employee pools. Mill and

⁵⁰ "Melrose Hosiery To Close June 1," *HPE*, January 22, 1971; "Problem of Hosiery," *HPE*, January 24, 1971, p. 4A; Guilford County Deed Book 3383, p. 383; Deed Book 3636, p. 17; Deed Book 8139, p. 440.

⁵¹ Wes Cashwell, "Amos Hosiery Announces Purchase by Investment Group," *HPE*, August 29, 1988, pp. 1 and 2A; Kathryn Hopper, "Millis Hosiery Files for Bankruptcy," *Greensboro News and Record*, January 2, 1991.

⁵² Betsy Hunter Bradley, *The Works: The Industrial Architecture of the United States* (Oxford: Oxford University Press, 1999), 16-17; Glass, *The Textile Industry in North Carolina*, 16-17; Laura A. W. Phillips, "Alamance Mill Village Historic District," National Register of Historic Places Nomination, 2007.

⁵³ Sara E. Wermiel, "Heavy Timber Framing in Late-Nineteenth-Century Commercial and Industrial Buildings," *APT Bulletin: Journal of Preservation Technology*, Volume 35, No. 1, 2004, 56; Bradley, *The Works*, 234.

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 8 Page 30 Melrose Hosiery Mill No. 1
Guilford County, NC

factory design evolved from a process whereby owners worked with builders who erected edifices based on mutually understood norms to a field dominated by professionally-trained engineers who rendered plans for industrial buildings and supervised their execution. Although the construction of durable, economical structures was the primary objective, variegated, patterned, and corbelled brick and cast-stone accents were employed as an inexpensive means to increase aesthetic interest. Expressed pilasters, stringcourses, water tables, window sills, arched door and window lintels, and exterior stair towers enhanced visual appeal while expressing important structural functions.⁵⁴

Standards imposed by machinery manufacturers and insurance companies also guided industrial architecture's evolution during the late nineteenth century. In order to minimize fire risk, stairwells, which could serve as conduits for fire movement between floors, were located in projecting stair towers. Brick interior walls and galvanized-sheet-metal-clad, solid-core-wood doors, known as kalamein doors, separated the mill sections where fires might start or spread rapidly. These heavy doors would automatically close in the case of a fire, as the heat would melt a soft metal link in the door's counterweight assembly and the door would slide shut on the sloped metal track. As an additional precaution, water reservoirs and elevated water tanks supplied automatic sprinkler systems in many industrial complexes.⁵⁵

During the twentieth century's first decades, architects and engineers continued to plan manufacturing complexes that were similar in appearance to earlier industrial buildings. However, new materials, technology, and forms manifested efficiency, modernity, and economic progress. Mill and factory designers specified steel and reinforced-concrete columns, posts, and beams in conjunction with brick, concrete, terra cotta block, or tile curtain walls that provided structural bracing but did not carry any weight. Bands of steel-frame multipane windows and roof monitors provided workers with abundant light and ventilation. Steel truss roof systems spanned open interiors that accommodated sizable equipment and allowed for flexibility as manufacturing needs changed.⁵⁶

Although structural systems for some late-nineteenth-century industrial buildings included cast-iron or wrought-iron columns or steel posts and beams, high cost greatly limited the materials' use until the early twentieth century. The ability to withstand the weight and vibrations of heavy machinery without failing contributed to the widespread use of structural-steel construction by the 1910s, as did the ease of fabricating framing systems from standard factory-generated parts. Typical elements include I-, T-, H-, and box-shaped beams and posts; round columns; reinforcing plates; and angles, which serve as braces, tension members, struts, or lintels. Steel components could be riveted together, creating strong connections, and tended to be smaller and lighter than heavy-timber or iron framing members. This

⁵⁴ Bradley, *The Works*, 15-21, 230-234.

⁵⁵ Glass, *Textile Industry*, 38.

⁵⁶ Bradley, *The Works*, 144-147.

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 8 Page 31 Melrose Hosiery Mill No. 1
Guilford County, NC

allowed for wider and taller buildings with more square footage for equipment. The popularity of flat roofs and sizable roof monitors and skylights also fueled structural-steel framing prevalence. In order to reduce oxidation and achieve fire resistance, steel members were coated with intumescent paint; sprayed with a thin mixture of cement, sand, and water called gunite; or encased in concrete.⁵⁷

Concrete construction technology also improved during the early twentieth century. Engineer Claude A. P. Turner patented a structural system comprising concrete mushroom columns and formed-concrete floors in 1908 after utilizing it in his plans for Minneapolis's 1906 Johnson-Bovey Building. He then designed the first American bridge supported by the columns, which carried Lafayette Avenue over the Soo Line in St. Paul, Minnesota. The technology was often used in mill construction, appearing in North Carolina factories such as those erected in Winston-Salem by R. J. Reynolds Tobacco Company beginning in 1915 and the six-story knitting mill that P. H. Hanes Knitting Company built in 1921.⁵⁸

Albert Kahn was one of only a few American architects who specialized in industrial building design during the early twentieth century. In many of his commissions, traditional load-bearing walls were replaced with curtain walls containing large steel-frame windows and monitor roofs provided illumination and ventilation. His office supplied factory plans to hundreds of American industrialists including automobile manufacturers Packard, Chrysler, Ford, and General Motors, as well as for international clients. At the Packard Motor Car Company Forge Shop (1910) in Detroit, Kahn used a steel structural frame to support a traveling crane mounted to the roof trusses and glass curtain walls to allow for maximum light and air circulation. He minimized the exterior walls' bay articulation by specifying narrow steel columns of about the same size as steel window frames. Kahn's firm continued to employ bands of steel windows in conjunction with masonry or concrete screens to conceal steel structural framing in edifices such as the Industrial Works (ca. 1915) in Bay City, Michigan. The firm's design for the Dodge Half-Ton Truck Plant in Detroit, completed in 1937, was a much more sophisticated building with tall glazed curtain walls reminiscent of Walter Gropius's Bauhaus School (1926) in Dessau, Germany.⁵⁹ Gropius's streamlined design for the 1911 Fagus

⁵⁷ Ibid.

⁵⁸ J. E. Serrine and Company, architects and engineers of many R. J. Reynolds Tobacco Company structures, specified mushroom columns for buildings erected during that period. A. S. Macolmson, "The Mushroom System of Reinforced Concrete Building Construction," *Engineering-Contracting*, September 4, 1907, p. 137; Nannie M. Tilley, *The R. J. Reynolds Tobacco Company* (Chapel Hill: University of North Carolina Press, 1985), 307; *Manufacturers' Record*, August 26, 1915 and October 14, 1915; Anita Scism and Spencer Gung, "R. J. R. Downtown Buildings, 1875-1950: A Historical Perspective," unpublished report prepared for R. J. Reynolds Tobacco Company, March 12, 2002.

⁵⁹ "Art: Industrial Architect," *Time*, August 8, 1938; Bradley, *The Works*, 248, 248-258.

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 8 Page 32 Melrose Hosiery Mill No. 1
Guilford County, NC

Factory in Germany, which features steel-frame multipane curtain walls, was also internationally influential.⁶⁰

Modernist architectural principles such as simplicity, efficiency, affordability, and intrinsic material expression were inherently applicable to industrial buildings. Industrial architecture continued to reflect these tenets as the twentieth century progressed. Building materials and labor were in short supply during World War II, but when construction resumed after the war's end, steel and reinforced-concrete industrial edifices with masonry (brick, tile, or concrete) curtain walls predominated. Fire-resistant corrugated metal and asbestos panels were often used as warehouse sheathing. Windows decreased in size and number in the 1960s as central air conditioning became prevalent.

High Point's Industrial Architecture

Architectural historian Laura A. W. Phillips's comprehensive survey of High Point's industrial buildings, completed in 2014, intensively documented sixty-nine resources associated with the city's manufacturing heritage. The majority of surveyed plants were erected in the twentieth century's first decades to accommodate textile or furniture production and expanded as needed. Hosiery mills are a sizable portion of the sample. Although additional plants remain in the municipality, most have been altered or were erected within the last fifty years. Phillips identified eighteen significant and intact properties, including Melrose Hosiery Mill, as potential candidates for inclusion in the National Register of Historic Places. Five industrial resources—Tomlinson Chair Manufacturing Company (NR 1983), O. Arthur Kirkman Manufacturing Company Building (West High Street Historic District, NR2007), Highland Cotton Mills Village Industrial District (NR 2014), Carolina Casket Company (NR 2015), and Pickett Cotton Mills (NR 2015)—have attained this designation. Surveyed resources comparable to the Melrose Hosiery Mill complex in terms of design and construction include Amos Hosiery Mills (ca. 1922, 1941, 1953, 325 East Russell Avenue), High Point Hosiery Mills (1922, 401 West English Road), Piedmont Hosiery Mills (1910, 1915, 1953, 400 West English Road), Slane Hosiery Mills – High Point Paper Box Company (ca. 1930, 319 South Centennial Street), Triangle Hosiery Mills (1929, 1938, 1961, 510 West Grimes Street), and Harriss and Covington Hosiery Mills, (1920, 1924, ca. 1953, 300 Oak Street).⁶¹ All are durable and fire-resistant brick, steel, and concrete structures.

⁶⁰ Gropius, the highly influential founder of the German design school known as the Bauhaus, which operated from 1919 until 1933, taught at Harvard's Graduate School of Design beginning in 1937. Bradley, *The Works*, 250; Henry-Russell Hitchcock Jr. and Philip Johnson, *The International Style: Architecture since 1922* (New York, W. W. Norton & Company, 1932, 20; Henry-Russell Hitchcock Jr., *In the Nature of Materials: The Buildings of Frank Lloyd Wright, 1887-1941* (New York: Da Capo Press, Inc., 1942), 52, 92-93, Figures 99 and 328-338; Historic New England, "Gropius House," <https://www.historicnewengland.org/property/gropius-house/> (accessed January 2019).

⁶¹ Laura A. W. Phillips, *The Industrial Legacy of High Point, N. C. and Highland Cotton Mills Village* (North Charleston, S. C.: CreateSpace Independent Publishing Platform, 2017), xii, xv, 12-13.

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 8 Page 33 Melrose Hosiery Mill No. 1
Guilford County, NC

Melrose Hosiery Mill, like the aforementioned buildings, displays typical early- to mid-twentieth-century industrial design features. The 1924 factory and dye house and 1928 and 1931 additions are characterized by exposed structural systems comprising painted brick walls, square wood and steel posts, substantial wood and steel beams, wood roof decking, and wood and concrete floors. The wood floor system consists of thick plank decking and a hardwood top layer. Long rows of wood posts, many of which have chamfered edges to increase fire resistance, divide manufacturing areas into wide bays that accommodated sizable machinery. In the 1924 factory, short segments of heavy timbers with chamfered ends top posts on both levels, distributing the load of structural beams and floor boards or roof decking above. Diagonal heavy-timber braces provide supplementary first-story support. Steel posts and beams were added where needed to reinforce openings when an addition's construction involved partial wall removal between building sections. The 1950s additions have steel I-beam-and-post structural systems and concrete floors. Throughout the interior, galvanized-sheet-metal-clad, solid-core-wood doors, known as kalamein doors, slide on steel tracks and are held open by weighted pulleys. Sliding wood doors and roll-up metal doors secure loading dock entrances. As the complex's buildings and additions were not initially air-conditioned, large windows and roof monitors provided light and ventilation.

Commercial Style Architecture Context

Streamlined Commercial Style design, nationally popular during the twentieth-century's first decades, represented a complete departure from ornate Victorian-era embellishment. Brick exterior walls and steel posts and beams minimized construction and maintenance cost, allowed for flexible interior use, and reduced the propensity for extensive damage or destruction by fire. Façade ornamentation such as patterned masonry, shaped parapets, metal cornices, sign bands, brick panels, and tile, concrete, stone, or terra cotta insets was intended to attract customers. All relatively inexpensive ways to enliven a façade, such treatments epitomized the period's economical design sensibilities and construction practices. Prismatic- and leaded-glass storefront transoms were an aesthetically pleasing and effective means of diffusing light, as were large multipane double-hung wood sash and skylights that supplied abundant illumination and ventilation to upper stories. Wide, deep display areas provided ample space to advertise merchandise.

In the 1920s, Commercial Style buildings were often imbued with subtle references to internationally popular architectural styles. The Art Deco style, born at the 1925 Paris Exposition of Decorative and Industrial Arts, captured Roaring Twenties exuberance and translated well to building types ranging from storefronts and movie theaters to skyscrapers. Features such as smooth stone or stuccoed walls, stylized geometric and foliate decoration, and a vertical emphasis heightened by stepped pilasters or parapets were commonly incorporated into commercial façades.

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 8 Page 34 Melrose Hosiery Mill No. 1
Guilford County, NC

Commercial construction burgeoned in High Point's central business district and outlying suburbs including Mechanicsville, West End, and the African American Southside and Washington Street neighborhoods as the economy boomed during the 1920s. Melrose Hosiery Mill's 1928 buildings, designed by local architect Fred Klein and erected by contractor John Willett, were a striking addition to West End's streetscape. The façades feature classical and Art Deco elements executed in variegated brick and cast stone, prismatic and leaded-glass transoms, copper cornices, and brick and ceramic-tile kneewalls. Durable interior finishes include pressed-tin ceilings and cornices, narrow-board ceilings, plaster and painted brick walls, and concrete and narrow-board floors. Fire-resistant wood and steel posts and beams allowed for expansive open-plan first and second-story showrooms and manufacturing areas and minimized equipment vibrations.

In a several-block portion of West English Road once lined by commercial buildings, Melrose Hosiery Mill No. 1's storefronts are among the most architecturally distinctive survivors. The 1928 additions were unique in that they housed company offices and manufacturing operations as well as first- and second-story showrooms occupied by unrelated businesses. Laura A. W. Phillips did not encounter any comparable situations while surveying High Point's industrial buildings.

Several edifices in West English Road's 1500 block display architectural embellishment similar to that of Melrose Hosiery Mill No. 1's commercial buildings. Construction company owner Jacob Lawrence Darr erected the two-story, three-storefront, 1926 building at 1526 West English Road that bears his name. Textured dark-red-brick veneer sheathes the façade, while secondary elevations are laid in five-to-one common bond. Commercial Style ornamentation includes basketweave brick panels surmounting the storefronts and three parged panels, each with four clusters of square ceramic tiles arranged in a diamond pattern, atop the second-story windows. Cast-stone sills and soldier-course lintels with cast-stone corner blocks frame groups of three one-over-one double-hung wood sash. A cast-stone plaque incised with "Darr" in capital letters is at the center of a basketweave brick panel beneath the cast-stone-capped shaped parapet's tallest section. A flat parapet was later created by adding several feet of lighter red brick. The storefront is enclosed with board-and-batten panels. Late 1920s tenants included West End Billiard Parlor, Leonard and Ward Dry Cleaning Company, Samuel Stark's department store, and second-story apartment residents.⁶²

The flanking buildings have been demolished, but the two-story, two-storefront, 1925 edifice at 1538 West English Road is substantially intact. Brick pilasters frame two asymmetrical textured-dark-red-brick-veneered bays with yellow-brick Commercial Style accents: a header-course bordering two rectangular parapet panels, cross-shaped and rectangular pilaster insets, soldier-course lintels, and slightly projecting header-course sills framing three second-story window openings. The mid-twentieth-century aluminum-frame storefronts comprise plate-glass display windows, brick kneewalls,

⁶² Building dates from Guilford County property record cards. *Miller's High Point, NC, City Directories*, 1928, 1930.

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 8 Page 35 Melrose Hosiery Mill No. 1
Guilford County, NC

recessed single-leaf glazed doors with plate-glass sidelights, and a full-width flat-metal canopy. The storefront transoms have been removed and the openings parged. Belmont Café and D & W Clothing Store were late 1920s tenants. Delbert and Myrtle Wilson opened Wilson's Jewelers in the south storefront during the 1950s and the concern remained at that location through the 1980s.⁶³

Although white paint masks the original colors of the two-story, brick, three-storefront, 1925 edifice at 1503 West English Road's decorative masonry façade, Commercial Style embellishment remains apparent. Brick pilasters frame three primary second-story bays and divide the central bay's lower section into two bays, each containing nine-pane steel casement windows with continuous soldier-course lintels and header-course sills as well as a cast-stone stringcourse beneath the windows. A slightly recessed panel containing a diamond-patterned row of square ceramic tiles surmounts the windows. Plate-glass windows flank a single-leaf wood-frame glazed door in the central storefront, while the flanking storefronts contained recessed entrances and deep window displays with canted interior walls. Painted plywood covers transoms beneath soldier-course lintels. A single-leaf door provides access to the second-story stair. Early occupants included grocer Great A & P Tea Company, Mason Variety Store, and second-floor apartment tenants.⁶⁴

The other survivors in the 1500 block are more austere. Façade embellishment on the one-story single-bay building at 1540 West English Road comprises a soldier-course storefront lintel and projecting cast-stone coping on the flat parapet. The wood-frame storefront appears to have been installed during the twentieth century's third quarter. During the 1960s, Delbert and Myrtle Wilson operated a café in the building, which abuts 1538 West English Road's south elevation.⁶⁵ Further south, the one-story rough-face-concrete-block 1920 building at 1552 West English Road is now surrounded by vacant lots. The two-part storefront was updated in the mid-twentieth century with aluminum-frame plate-glass display windows and doors, a full-width flat metal canopy, and corrugated-metal parapet sheathing.

The predominantly one- and two-story commercial buildings on the 1600 block's west side are interspersed with vacant and parking lots. Setback and construction dates vary, but most buildings appear to have been erected after Melrose Hosiery Mill No. 1's storefronts and are less architecturally distinctive. Altered storefronts and replacement, removed, or encapsulated sash are typical. The two-story commercial building at 1600 West English Road, erected between 1924 and 1938, has a blonde-brick façade and red-brick secondary elevations. The south elevation is sheathed with vinyl siding above the adjacent one-story 1954 building with a painted brick façade (east elevation) and concrete-block secondary walls. The storefront windows and the transoms above them and the central entrance have been replaced, but the double-leaf wood-frame glazed door remains. Three pairs of original three-

⁶³ Ibid.

⁶⁴ Ibid.

⁶⁵ High Point Museum, "A Beautiful Suburb: High Point's West End," exhibit panel, 2013.

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 8 Page 36 Melrose Hosiery Mill No. 1
Guilford County, NC

over-one sash punctuate the façade's second story. The storefront of the one-story, painted-brick, 1958 commercial building at 1616 West English Road has been enclosed with a stuccoed wall and four multipane vinyl sash. The south elevation has also been stuccoed. The parapet castellation is a recent modification. The one-story stuccoed 1962 commercial building at 1628 West English Road received the same treatment. The 1986 French Heritage, Inc. showroom at 1638 West English Road has a deep setback. The three-story brick 1920s-1930s building at 1650 West English Road, initially used for cloth sample manufacturing and furniture sales, is distinguished by inset central second- and third-story porches illuminated by a trio of round-arched openings at each level. Multipane vinyl sash fill the flanking window openings. Prismatic-glass transoms are intact above the brick-enclosed south storefront and plywood-covered north storefront. The one-story painted-brick 1946 commercial building at 1954 West English Road has two central doors flanked by enclosed storefronts. Brick fills the window and storefront openings of the two-story 1938 building at 1670 West English Road, which initially housed a dry cleaning operation. An Art Deco stylistic influence is apparent in the projecting fluted bays that punctuate the two-story red-brick 1938 Heritage Furniture Company office and showroom façade at 1690 West English Road.⁶⁶

The scale and Colonial Revival style of the 1954 Wachovia Bank and Trust Company branch at 1604 West English Road, erected with African American brick maker George H. Black of Winston-Salem's oversized handmade bricks, differs from its neighboring West End commercial buildings. Walls executed in Flemish bond, a red Ludowici-Celadon tile roof, a chimney with stepped paved shoulders and a corbelled stack, and a cupola emulating that of Home Moravian Church in Salem complete the traditional composition. Similar branches were erected throughout North Carolina from the late 1940s through the 1950s. The High Point branch is almost identical to the 1952 branch at 658 Waughtown Street in Winston-Salem, designed by Asheville architecture firm Six Associates. Both feature what was then a new banking trend: a drive-through teller window.⁶⁷

⁶⁶ Guilford County property record cards; City of High Point, Planning and Development Department, aerial photographs, 1938, 1958; Sanborn Map Company, "High Point, North Carolina," Sheet 212, 1924 and 1956.

⁶⁷ Architectural historian Langdon Oppermann identifies nine similar Colonial Revival-style branch banks in her 1999 National Register nomination for George H. Black's home and brickyard. Wachovia's 1947 branch in Raleigh's Hayes-Barton neighborhood was the first, followed by Asheville's Biltmore (1948) and North Asheville (1953) branches; Winston-Salem locations in West End, South Winston (1951), and North Winston (now Black-Phillips-Smith Government Center) and on Waughtown Street (1952); and Durham and Chapel Hill branches. Architects have not been identified for most branches. Waughtown Street branch plans: "Wachovia Bank and Trust Company," June 7, 1951, Winston-Salem/Forsyth County Planning Department.

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 9 Page 37 Melrose Hosiery Mill No. 1
Guilford County, NC

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National Park Service

National Register of Historic Places Continuation Sheet

Section number 9 Page 38 Melrose Hosiery Mill No. 1
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United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 9 Page 39 Melrose Hosiery Mill No. 1
Guilford County, NC

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United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 9 Page 40 Melrose Hosiery Mill No. 1
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United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 9 Page 41 Melrose Hosiery Mill No. 1
Guilford County, NC

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United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 10 Page 42 Melrose Hosiery Mill No. 1
Guilford County, NC

Section 10. Geographical Data

Latitude/Longitude Coordinates

Latitude: 35.907998 Longitude: 81.547803

Verbal Boundary Description

Melrose Hosiery Mill No. 1's 1.4-acre boundary, a portion of 1.85-acre Guilford County tax parcel #187102, is indicated by the bold line on the enclosed map. Scale approximately 1" = 100'

Boundary Justification

The approximately 1.4-acre tract contains the complex associated with Melrose Hosiery Mill No. 1. The northeast quadrant of its 1.85-acre tax parcel has been excluded as that area now encompasses a concrete-paver patio, gravel parking area, and three rectangular painted-corrugated-metal shipping containers near the north lot line. Melrose Hosiery Mill No. 2, a 1947 knitting department and warehouse at 109 Phillips Avenue, and the 1941 warehouse at 1513 West English Road, both now owned by City Transfer and Storage Company, are not included within the National Register boundary as they are on separate, multiple tax parcels owned by other entities.

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

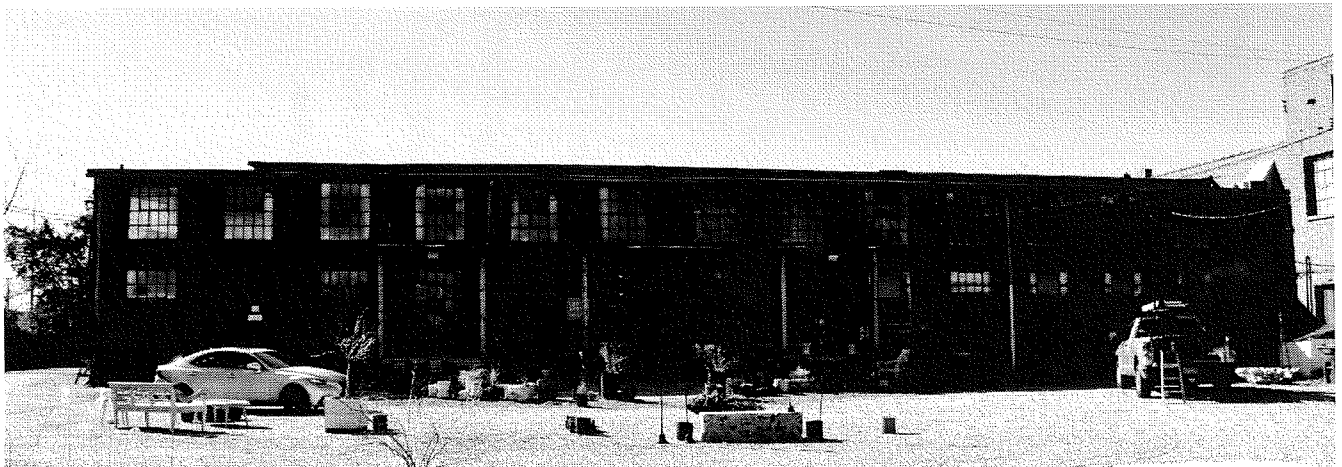
Section number Photos Page 43 Melrose Hosiery Mill No. 1
Guilford County, NC

Additional Documentation: Current Photographs

All photographs by Heather Fearnbach, Fearnbach History Services, Inc., 3334 Nottingham Road, Winston-Salem, NC, in January 2019. Digital images located at the North Carolina SHPO.



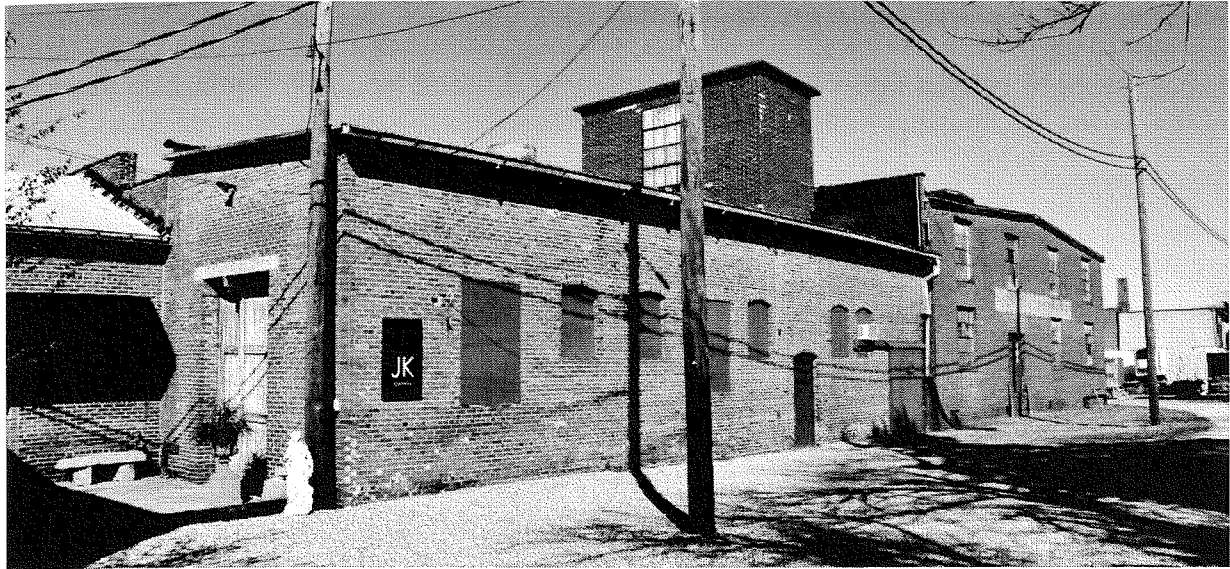
1. West elevation, 1928 storefronts, looking north from 1541 West English Road (above)
2. North elevation, 1924 factory (below)



United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number Photos Page 44 Melrose Hosiery Mill No. 1
Guilford County, NC



3. 1922 boiler house, southeast oblique, and 1924 factory, east elevation (above)
4. 1931 addition, southwest oblique; late 1920s dye house addition; and early 1950s addition
(below, from left to right)

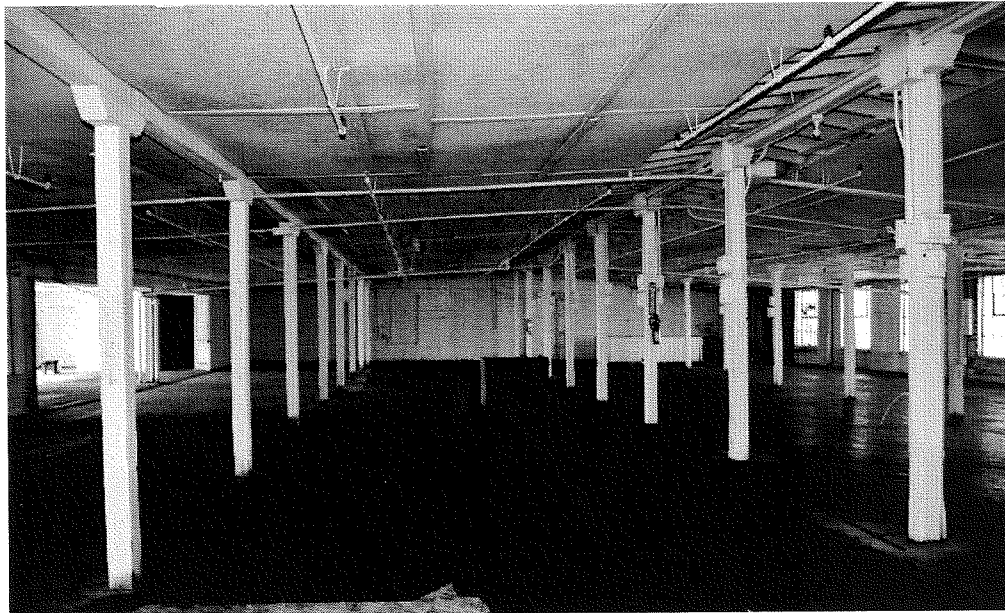


United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number Photos Page 45

Melrose Hosiery Mill No. 1
Guilford County, NC



5. 1924 factory, second floor, looking west (above)
6. 1931 addition, first floor, looking south (below)



United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number Photos Page 46 Melrose Hosiery Mill No. 1
Guilford County, NC



7. 1928 addition at 1924 factory's west end, first floor, looking south (above) and
8. second floor, looking east (below)



United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number Photos Page 47

Melrose Hosiery Mill No. 1
Guilford County, NC



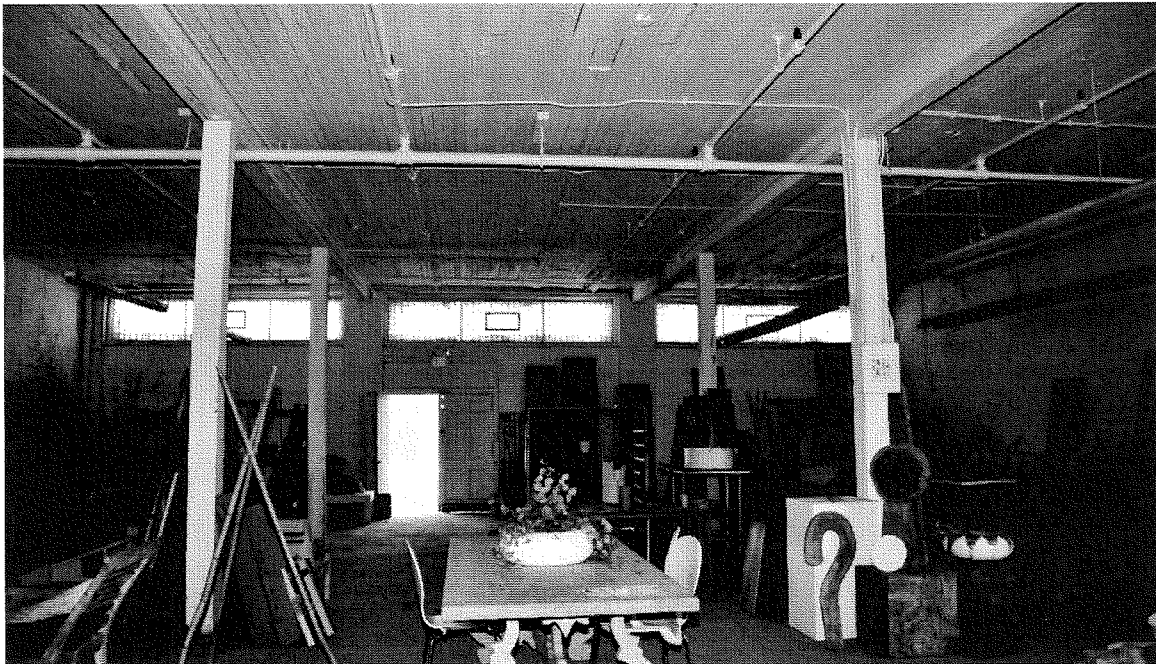
9. 1533 West English Road, west elevation (above) and
10. east elevation (below)



United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number Photos Page 48 Melrose Hosiery Mill No. 1
Guilford County, NC

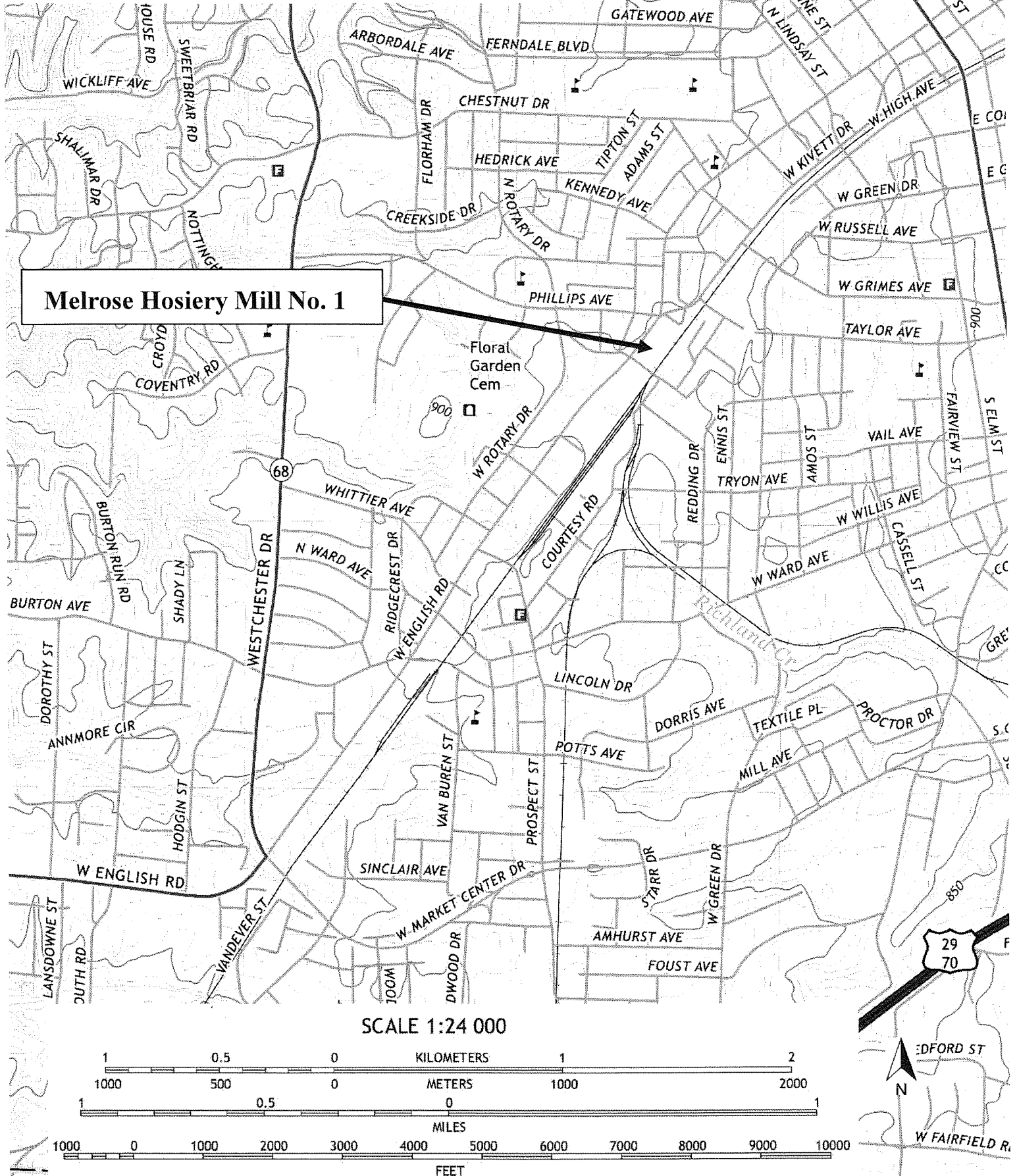


11. 1533 West English Road, north building, first floor, looking west (above) and
12. central building, second floor, looking west



Melrose Hosiery Mill No. 1
1533-1547 West English Road
105-109 South West Point Avenue
High Point, Guilford County, North Carolina
Location Map

U. S. Geological Survey
High Point West Quadrangle, 2019



Melrose Hosiery Mill No. 1
1533-1547 West English Road
105-109 South West Point Avenue
High Point, Guilford County, North Carolina
National Register Boundary Map and Site Plan

National Register Boundary

Phillips Avenue

West English Road

9. 1533 West English Road

8. 1533 West English Road

7. 1533 West English Road

1. 1541 West English Road

2. 1547 West English Road, NC

Location of west section of one-story 1926 commercial building demolished between 1994 and 1998

West Point Avenue

Early 1950s addition

6. Knitting Building, 105 South West Point Avenue

5. Dye House, 107-109 South West Point Avenue

Heather Fearnbach, Fearnbach History Services, Inc. / January 2020
Base 2018 aerial photo courtesy of <http://gis.co.guilford.nc.us/guilfordjs/>

1928

1928

1928

1928

1924

1926, ca. 1998

1931

1924

1922

Late 1920s

Early 1950s addition

4. Boiler House, 1541 West English Road

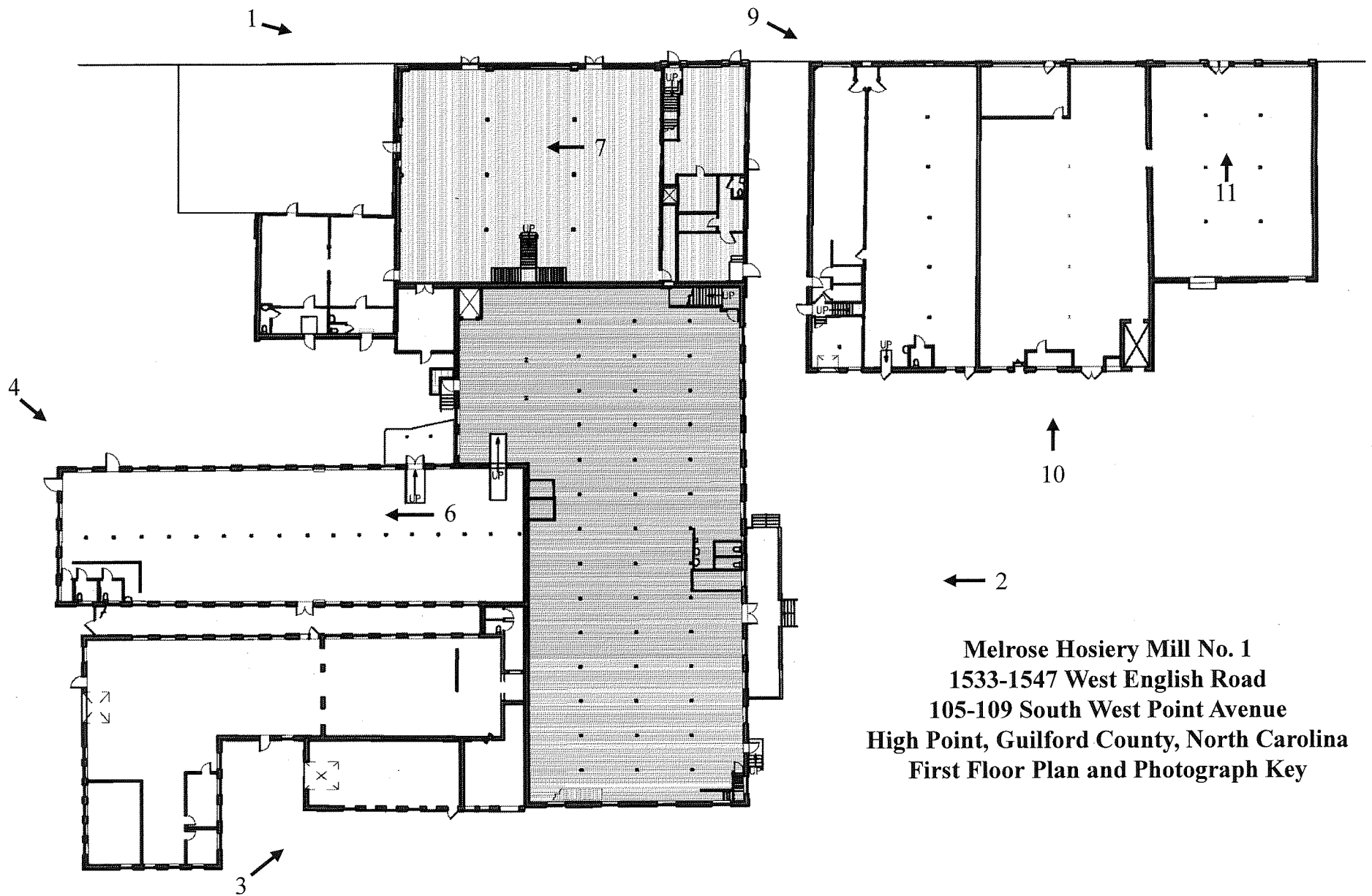
3. Melrose Hosiery Mill No. 1,
1541 West English Road
Latitude: 35.907998
Longitude: -81.547803

Southern Railway

0 50 100ft

Noncontributing Building = NC





Melrose Hosiery Mill No. 1
1533-1547 West English Road
105-109 South West Point Avenue
High Point, Guilford County, North Carolina
First Floor Plan and Photograph Key

Plan drawn by Samsel Architects in February 2019 based on data from Laser Scanning Services, Inc.
 Photograph views annotated by Heather Fearnbach in February 2020





Melrose Hosiery Mill No. 1
1533-1547 West English Road
105-109 South West Point Avenue
High Point, Guilford County, North Carolina
Second Floor Plan and Photograph Key

Plan drawn by Samsel Architects in February 2019 based on data from Laser Scanning Services, Inc.
 Photograph views annotated by Heather Fearnbach in February 2020



CITY OF HIGH POINT

AGENDA ITEM



Title: Spectrum Southeast LLC Nonexclusive Installation and Service Agreement – Cable Services – Oak Hollow Campground

From: Lee Tillery –Parks and Recreation Director

Meeting Date: August 17, 2020

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Spectrum Southeast LLC Bulk Video Service Addendum

PURPOSE: To establish a long term cable contract for Oak Hollow Campground which will ensure services for the next ten years, build upon our current infrastructure and limit rate increase over the period of the contract.

BACKGROUND: Oak Hollow Campground provides a number of amenities which assist in recruiting visitors to our City and Oak Hollow Park. Our cable service and infrastructure currently serves 84 different camp sites and provides 60 channel service for our visitors. Our current contract with Spectrum Southeast has expired. The new proposed 10 year contract would scale the yearly rate and does not allow for rate increases to exceed 5% each year. The savings in Years 1 and 2 will net just over \$7,000 compared to the current bulk rate we are paying. The infrastructure for the system already exists and additional improvements will be made by Spectrum.

BUDGET IMPACT: Funds for these services are currently included in the Parks and Recreation - Special Facilities operating budget in for Parks and Recreation. These funds are planned for and budgeted each year. The maximum cost of the contract over the ten year span is \$193,945.68.

RECOMMENDATION / ACTION REQUESTED: Parks and Recreation staff recommends approval of the Nonexclusive Installation and Bulk Service Agreement 10 year contract between Spectrum Southeast LLC and the City of High Point effective September 1, 2020.

BULK VIDEO SERVICE ADDENDUM

Qam to Qam (Q2Q)

The Nonexclusive Installation and Service Agreement (the “Agreement”) with an Effective Date of September 1, 2020 by and between City of High Point (“Owner”) and Spectrum Southeast, LLC (“Operator”) made with respect to the 84 multiple dwelling units known as:

Complex name: Oak Hollow Campground

Address: 3415 N Centennial St.

City, State, Zip High Point, NC 27265

Units: 84

Phone: (336) 883-3492

(the “Premises”), is hereby amended by the terms of this Bulk Video Service Addendum (“Addendum”) and is otherwise confirmed in all respects, provided that the event of any conflict between the terms of the Agreement and those of this Addendum, the terms of this Addendum shall control. This Addendum will replace and supersede any and all prior Bulk Video Service Addendums or agreements. Owner shall sign and deliver this Addendum to Operator no later than thirty (30) days from the Effective Date and Operator shall countersign this Addendum no later than sixty (60) days from the Effective Date. If Owner fails to sign this Addendum within this time period the Addendum shall be deemed null and void. Unless otherwise specified herein, all capitalized terms shall have the same meaning as set forth in the Agreement.

1. Bulk Video Service Qam to Qam (“Q2Q”). Operator and Owner agree to activate and provide the following service(s) to one (1) existing outlet in each residential unit of the Premises (“Bulk Video Service”):

“Spectrum TV[®] (QQ)” excluding CPE not specifically stated herein. Operator may change the CPE selection stated herein in its sole discretion.

2. Limited Service Offering. “Spectrum TV[®] (QQ)” service is limited to 60 channels of Video Service as defined below. These channels are listed in Exhibit A. Operator is precluded from offering any additional Bulk Video Services or features. Owner has selected the following Bulk Video Service:

“Spectrum TV[®] (QQ)” 60 Channel Q2Q service

3. Equipment Housing. Owner at its sole cost, must provide Operator with a suitable demarcation point and interior location which is climate controlled to house Q2Q equipment with all the necessary space, environmental friendly and power requirements. Suitable environmental conditions for this equipment is 32 -85 Degrees. Owner will be responsible for repair and/or replacement costs related to damage caused to Q2Q equipment from non-suitable environmental conditions. Equipment must remain protected against extreme temperatures and moisture at all times by Owner.

4. Prior Bulk Addendum(s). This Addendum replaces any and all prior Bulk Video Service Addendums, understanding and writings.

5. Survey of Installation Feasibility. The installation and use of Q2Q service is subject to a detailed site survey. If the construction estimate or design is not feasible or is greater than standard installation costs totaling no more than \$2,500.00, then Operator reserves the right to cancel this Addendum without liability to the Owner or liability to Operator.

6. No Resale. Owner shall not resell the Bulk Video Service or CPE in whole or in part or impose any incremental fee for the Bulk Video Service or CPE. Operator agrees that Owner charging a Bulk Billing fee to its Residents is not a violation of this section.

7. Bulk Video Service Monthly Fee. Operator shall bill and Owner shall pay a monthly fee in advance for the selected "Spectrum TV[®] (QQ)" service ("Bulk Billing Fee") based on the following calculation:

Month 1-3, the Bulk Billing Fee = $\$1.68 \times 84$ Units regardless of whether such Units are occupied or not.

Months 4-6, the Bulk Billing Fee = $\$4.20 \times 84$ Units, regardless of whether such Units are occupied or not.

Months 7-9, the Bulk Billing Fee = $\$8.40 \times 84$ Units, regardless of whether such Units are occupied or not.

Months 10-12, the Bulk Billing Fee = $\$12.60 \times 84$ Units, regardless of whether such Units are occupied or not.

Month 13 and for the remainder of the Term, the Bulk Billing Fee = $\$16.80 \times 84$ Units, regardless of whether such Units are occupied or not.

Bulk Billing Fee = $\$16.80$ per unit rate $\times$ 84 units at the Premises*

Total monthly Bulk Billing Fee = \$1411.20

*Total number of units at the Premises whether occupied or not: currently 84 units

The Bulk Billing Fee excludes all applicable sales taxes, franchise fees, FCC regulatory fees, government license fees, copyright fees, any public educational and government ("PEG") access fees, retransmission consent fees or costs, surcharges or rate increases imposed by programmers, any taxes, fees or assessments of general applicability imposed or assessed by any governmental entity or other fees which Operator may lawfully pass through to subscribers.

If Operator's Video programming costs increase by either (i) twenty-five percent (25%) or greater during any twelve (12) month period starting on the Effective Date, or (ii) fifty percent (50%) or greater cumulatively during any thirty-six (36) month period starting on the Effective Date, then with written notice to Owner, which notice may not be given by Operator before three years from the Effective Date, Owner and Operator shall have ninety (90) days to renegotiate new Bulk Billing Fees and rate increases for the remainder of the Term. If Operator and Owner cannot reach an agreement as to rates then Operator shall provide six (6) months written notice of termination of the Bulk Addendum.

As part of this Bulk Video Service Addendum, Owner will provide a list of accurate addresses for each unit served as attached in Exhibit B.

Operator shall have the right to increase the Bulk Billing Fee by up to five percent (5%) each year beginning in January of the calendar year immediately after the execution of this Addendum unless this Addendum is executed by the parties in November or December, in which case Operator shall not exercise such increase right until January of the following calendar year. Such increases may be cumulative if not taken in the previous year(s).

Operator, at its sole discretion, shall also have the right to increase or decrease the total number of units billed each year to match the actual number of units, common areas or other sites being served or to be served at the Premises. Nothing herein shall require Operator to expend funds to increase or decrease the number of units served but the parties may agree to expend funds for such purpose upon mutually acceptable terms and conditions. Upon request and in the event an annual increase in the total number of units or sites served will exceed twenty percent (20%), Operator shall provide documentation to Owner of the basis for such increase. Such increases may be cumulative if not taken in the previous year(s).

Owner's failure to pay the Bulk Billing Fee or CPE rental fees, if any, in full by the balance due date of the month shall be a material breach of this Addendum and Operator shall, in addition to any other remedies available to it, have the right at its sole option to (i) suspend the Bulk Video Services and/or any other services Operator may be providing to the Premises upon thirty (30) days' prior written notice and/or (ii) terminate this Addendum upon thirty (30) days prior written notice, in which event Owner shall be liable for immediate payment of its remaining Bulk Billing Fees and CPE rental fees through the expiration of the term hereof as if this Addendum had not been terminated. In addition, and without limitation, Operator shall be entitled to solicit and offer to the residents of the Premises ("Residents") any of its services (including without limitation those comprising the Bulk Video Services) on an individual subscription basis for the remainder of the Agreement Term without interference or objection from Owner, in which event Owner hereby ratifies and confirms all of Operator's rights under the Agreement.

Owner will be responsible to allow Operator to remove any all Q2Q equipment at expiration or Owner will be in breach of this Addendum and Owner will be responsible for the full reimbursement cost for unreturned equipment within ten (10) days of expiration or breach of the Addendum by Owner. The cost of the unreturned equipment will be \$18,000 for sixty (60) channel units, less any equipment fees paid under Section 3. In addition to unreturned equipment reimbursement, Owner will be responsible for reimbursing Operator for all construction and or installation costs related to the installation of the Q2Q Equipment.

Late fees will be charged to Owner in accordance with Operator's then current policies. Owner accepts sole responsibility for Bulk Billing Fees and any other fees due hereunder for the term of this Addendum and any renewal or extension thereof.

9. Bulk Term. This Addendum will remain in force for an initial term of 10.0 years commencing on September 1, 2020 and terminating on August 31, 2030 ("Initial Term"). At the end of the Initial Term, or any successive term, this Addendum shall automatically renew for successive terms of one (1) year each unless either party gives written notice of its

intent not to renew to the other party at least ninety (90) days before the expiration of the then-current term. In the event Owner terminates this Addendum as provided herein, Owner shall provide Operator at the time of termination a then-current Resident roster, including addresses that Operator can use to support its efforts to convert Residents to individually billed subscribers. In addition, if requested by Operator, Owner shall send or otherwise distribute to all Residents an Operator-supplied letter that informs each Resident of his/her new service options resulting from Owner's termination of this Addendum.

10. Termination. If the Bulk Video Service arrangement set forth in this Addendum is terminated for any reason whatsoever, Operator may offer and provide any of the services comprising the Bulk Video Service to Residents on an individual subscription basis under the Agreement. The termination or expiration of this Addendum, for whatever reason, shall have no effect on the Agreement Term or any terms and conditions thereof.

11. Acceptance. This Addendum shall be binding upon Operator only after acceptance by an authorized officer of Operator as evidenced exclusively by said officer's signature.

12. Programming and Technology Modifications. Operator reserves the right, from time to time in its sole discretion and without Owner's consent, to change, delete, retier or preempt portions of the Bulk Video Service or any service provided by Operator and to adopt and implement new, improved, additional, modified or enhanced technology, features, services or capabilities at any time during the term of this Addendum.

13. Warranties. Owner warrants that (i) it holds all rights and has full authority to execute this Addendum and to grant the rights herein granted; (ii) this Addendum shall constitute a binding obligation of Owner; and (iii) there are no prior or existing agreements, nor will there be any such agreements during the Term, with Residents or third parties that would be breached or violated by the execution of this Addendum or by Operator's providing its services to the Premises.

14. No Third Party Beneficiaries. The parties agree that the terms of this Agreement and the parties' respective performance of obligations hereunder are not intended to benefit any person or entity not a party to this Agreement, that the consideration provided by each party under this Agreement only runs to the respective parties hereto, and that no person or entity not a party to this Agreement shall have any rights hereunder nor the right to require the performance hereunder by either of the respective parties hereto.

15. Confidentiality. The parties will hold the terms and conditions of this Addendum in confidence, and will not reveal the same to any person or entity except (i) with the written consent of the other party; (ii) to the extent necessary to comply with the valid order of a court of competent jurisdiction (in which case the party making the disclosure shall notify the other party and shall seek confidential treatment of such information); (iii) as part of either party's standard reporting or review procedures to members, parent or affiliate corporations, auditors, financial and lending institutions, attorneys; (iv) to the limited extent necessary to disclose the terms of the agreement to a prospective purchaser of the interests and rights under this Addendum who has a bona fide interest in acquiring such rights and obligations through assumption hereof and is subject to the terms of a nondisclosure and confidentiality agreement with terms at least as

restrictive as those set forth herein; or (v) in order to enforce its rights pursuant to this Addendum. All parties shall be directed to abide by the confidentiality provisions of this Addendum. If any unauthorized disclosure is made by Owner and/or any agent or representative thereof, the Operator shall have the option of pursuing any legal remedies available to it at law or in equity and/or terminating this Addendum and/or the Agreement.

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions contained herein on the date indicated below.

OPERATOR

Spectrum Southeast, LLC

By: Charter Communications, Inc., its Manager

By: _____

Printed Name: R. Lynn Dodson

Title: VP, Spectrum Community Solutions

Date: _____

OWNER

City of High Point

By: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit A

60 channel Q2Q “Spectrum TV[®] (QQ)”
www.spectrum.com

Exhibit B

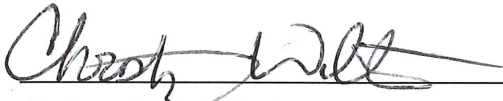
Address List of Units served under this Addendum

VI. Certification

Signature Page:

I hereby certify that this 2020-2024 Analysis of Impediments to Fair Housing Choice is in compliance with the intent and directives of the Community Development Block Grant (CDBG) Program and HOME Investment Partnership (HOME) Program regulations.

City of High Point, NC:



Christopher Williams, Mayor Pro Tem

August 17, 2020
Date

**INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN GUILFORD
COUNTY LOCAL GOVERNMENT COVID-19 REIMBURSEMENT PROGRAM**

THIS AGREEMENT is made and entered into on this ____ day of August, 2020 by and between the County of Guilford, a body politic and corporate, hereinafter referred to as "COUNTY" and the City of High Point, a unit of municipal government, hereinafter referred to as "MUNICIPALITY", and collectively referred to as "the Parties".

RECITALS

WHEREAS, Guilford County received approximately Ninety-Three million seven hundred thousand dollars (\$93,700,000) from the United States Government pursuant to the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"); and

WHEREAS, the CARES Act provides for payments to local governments navigating the impact of the COVID-19 outbreak via the Coronavirus Relief Fund; and

WHEREAS, the CARES Act provides that payments from the Coronavirus Relief Fund may only be used to cover expenses which: (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the local government; and (3) were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020; and WHEREAS, Guilford County was eligible to receive payments under the CARES Act, as it is a unit of local government in excess of 500,000 residents: and

WHEREAS, the United States Department of Treasury has issued guidelines with regards to the authorized use of funds allocated to local governments under the CARES Act; and

WHEREAS, neither the CARES Act, the United States Department of Treasury, nor state law, requires that the County disburse any funds to local municipalities within its geographic boundaries; and

WHEREAS, under the CARES Act, the County is ultimately responsible for any expenditures from CARES Act funds; and

WHEREAS, much uncertainty remains regarding future costs the County and local municipalities will be forced to bear related to the coronavirus emergency, and

WHEREAS, much uncertainty exists as to the potential for future allocations of federal or state monies to defray those future costs, and

WHEREAS, this agreement is intended to promote the most efficient distribution of resources which have been made available to Guilford County to benefit the citizens of Guilford County, and

WHEREAS, under the CARES Act, should the Office of the Inspector General determine that the funds were used in a manner contrary to the intent of the legislature or contrary to the United States' Department of Treasury guidelines, the CARES ACT provides that the federal government may recoup the improperly spent funds from the County; and

WHEREAS, the County, those municipalities within Guilford County, and their residents, have suffered secondary effects of the coronavirus emergency, as the State of North Carolina has ordered the closure of non-essential businesses; and

WHEREAS, Guilford County, as the jurisdiction responsible for disbursement of funds under the CARES Act, finds that it is appropriate to use these funds to defray certain costs incurred by the Municipality related to the coronavirus emergency; and WHEREAS, the disbursement of funds under the CARES Act to the Municipality is in the best interests of the County, the Municipality and their residents.

NOW, THEREFORE, in consideration of the mutual covenants and Agreements contained herein, the Parties hereby agree as follows:

1.0 Recitals, Definitions, and Purpose.

1.1 Recitals Incorporated. The recitals set forth above are incorporated in this Agreement by reference and made a part of this Intergovernmental Agreement ("IGA").

1.2 Definitions.

A. "CARES Act funds" shall refer to funds which have been allocated to Guilford County under the Coronavirus Aid, Relief, and Economic Security Act

("CARES Act") of which Guilford County is responsible for the disposition.

- B. **"Forms"** shall refer to forms or application documents used to seek reimbursement of coronavirus related expenses under this agreement.

"Expenses" shall refer to the cost of tangible goods and services which (1) were necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the local government; and (3) were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020. Examples of "Tangible Goods" would include, but are not limited to, personal protection and medical equipment, sanitation and disinfectant products, software, laptops and technology equipment necessary for employees to telecommute. "Services" as used in this definition means actions or intangible things which were performed by individuals who are not municipal employees. Further, "Expenses" shall include payroll costs for municipal employees where such employees time was substantially dedicated to mitigating the spread or responding to the public health emergency and/or who have been reassigned from their budgeted role to a different function to substantially support COVID-19 related activities. "Expenses" shall not include the complete payroll costs for employees who are not substantially dedicated to the mitigation or response to the public health emergency, except as set forth in 5.1 of this Agreement. Expenses may also include economic development programs designed to support and defray the costs of local businesses (within the geographic boundaries of Guilford County) negatively impacted by the executive orders which required such businesses be closed or have their operations seriously curtailed.

C. All other words used in this agreement which are not specifically defined shall have their normal and ordinary meaning.

1.3 Purpose. The purpose of this Agreement is to establish a contractual relationship between the County and Municipality with regards to the proposed reimbursement of municipal expenses associated with the coronavirus emergency from federal CARES Act funds which the United States Federal Government has disbursed to the County. This agreement shall remain in effect between the parties to govern the form of applications for reimbursement, the review of applications, the criteria for reimbursable expenses, the retention of documents, and other material terms governing the processing of reimbursement applications.

2.0 Obligations of the County

2.1 Generally. The County, by and through its Emergency Management and Finance Departments, shall review and process requests for reimbursement received by Municipality subject to the requirements set forth herein.

2.2 Submittal does not guarantee approval. The County, by receiving and processing the reimbursement requests of Municipality, does not guarantee approval of the reimbursement requests by the County Emergency Management, the Guilford County Finance Department, the United States Department of Treasury, or the Office of the Inspector General.

2.3 No further obligations. The County shall have no further obligations under this IGA other than those expressly set forth.

3.0 Obligations of the Municipality

3.1 Generally. In order to submit requests for reimbursement of coronavirus emergency related expenditures, Municipality agrees to submit the forms, certifications and documentations set forth in this agreement for any expense for which Municipality seeks reimbursement under this Agreement. Municipality agrees that the sole and exclusive decision as to whether or not Municipalities request is granted lies within the discretion of Guilford County, and that submission of expenses for reimbursement does not obligate the County to agree to reimburse those expenses.

Municipality agrees that the County, through its Emergency Management and Finance Departments, may reject expenses which are clearly not permitted uses for CARES ACT funds such as using the funds for revenue replacement.

4.0 Form of Expense Submittals, Certification, failure to use form or comply with criteria

4.1 Generally. The Parties agree that expenses for which Municipality seeks reimbursement shall be submitted in a manner and on forms created by the County. County will ensure that the forms and process properly balance administrative convenience to the Parties and provide sufficient information for the County to issue a reimbursement. A separate reimbursement request form shall be submitted for each separate type of expenditure.

4.2 Certification. Each request for reimbursement shall be accompanied by a certification wherein the Mayor certifies that the expenses for which Municipality seeks reimbursement: (i) are necessary expenditures incurred due to the public health emergency with response to the Coronavirus Disease 2019, (ii) which were not accounted for in the most recently approved budget of the municipality, as of March 27, 2020, (iii) were incurred during the period between March 1, 2020 and December 30, 2020. By entering into this agreement, Municipality authorizes its Mayor to sign such certification on behalf of Municipality.

4.3 Failure to comply with Department of Treasury Guidelines. The County reserves the right to reject any reimbursement which it feels, in its sole and exclusive discretion, does not meet the criteria of the CARES Act or United States Department of Treasury guidelines associated with disbursement of funds under the CARES Act.

5.0 Expenses to be reimbursed; Caps of maximum amount of reimbursements available to Municipality; prohibition on duplicate reimbursement.

5.1 Municipality may submit expenses as set forth in section 1.2(c) of this Agreement. Where submitted expenses are seeking reimbursement for employee payroll costs, the County requires that the expenses be separated into two categories. The first category shall be employees whose time was substantially dedicated to mitigating the spread or responding to the public health emergency and/or who

have been reassigned from their budgeted role to a different function to substantially support COVID-19 related activities. For purposes of this section "substantially dedicated" shall mean that sixty percent (60%) or more of the employees' time was dedicated to mitigating the spread or responding to the public health emergency related to COVID-19. Municipality may submit, and the County will consider, reimbursing 100% of the salary of "substantially dedicated" employees. The second category shall consist of employees whose time is not "substantially dedicated" to mitigating the spread of or responding to the COVID-19 public health emergency, but who have spent some portion of their compensated time (but less than sixty percent (60%)) mitigating the spread of or responding to the COVID-19 Public Health Emergency. The Municipality may submit, and the County will consider, reimbursing payroll in the amount of the proportion of the individual employees' time spent mitigating the spread of or responding to the COVID-19 public health emergency. For example, if an employee spent twenty percent (20%) of his or her compensated time mitigating the spread of or responding to the COVID-19 public health emergency, the municipality may submit for reimbursement of twenty percent (20%) of the employees' salary during the period of time in which the employee was engaging in COVID-19 related responses.

- 5.2 Municipality shall seek reimbursement from FEMA Public Assistance for eligible expenditures prior to requesting reimbursement of the Coronavirus Relief Fund allocation. Documentation shall be provided for FEMA denials or partial funding. Municipality shall not be entitled to reimbursement of expenses for which it has received reimbursement from another State, or federal program designed to reimburse local government for costs associated with the coronavirus emergency or other emergencies. If Municipality receives reimbursement from any program referenced above, Municipality shall refund any duplicate reimbursement to the County.
- 5.3 Under this program, Municipality shall receive reimbursement, in aggregate, no more than \$1,113,220.00 for COVID-19 eligible response and recovery expenses. All

reimbursement requests shall be submitted no later than December 1, 2020.

6.0 Cooperation

- 6.1 The County shall assist Municipality in complying with the requirements of the CARES Act and the United States Department of Treasury guidelines by preparing forms and providing feedback and guidance with regards to the type and quality of information required to complete such forms.
- 6.2 Municipality agrees to abide by the terms of the CARES Act and all United States Department of Treasury guidelines.
- 6.3 Municipality shall, at the County's request, supply County with all relevant information for the County to evaluate whether a request for reimbursement meets the criteria under the CARES Act and United States Department of Treasury guidelines.

7.0 Records

- 7.1 Municipality shall maintain all records relating to the expenses which Municipality seeks to have reimbursed by County from CARES Act funds for a period of at least ten (10) years or the period of time required by other state or federal law, whichever is longer.
- 7.2 At any time, Guilford County, the Guilford County Finance Department, or the Guilford County Internal Auditor, may request that the Municipality provide records relating to the expenses which Municipality seeks to have reimbursed. Municipality agrees to provide records in response to such requests.
- 7.3 Failure to provide records may result in the denial of the reimbursement request. In circumstances where the reimbursement request has been granted and the records are needed to justify the reimbursement to the Office of the Inspector General or any other office, official, or department which may later become responsible for auditing disbursements of CARES Act funds, failure by Municipality to provide these records, for any reason including the prior destruction of these records, shall constitute a breach of this Agreement. The sole and exclusive remedy for such a breach is that Municipality shall be responsible for repayment of any disbursement which the Office of Inspector General, or its successor, finds improper,

unsupported, or unable to be verified. Additionally, Municipality agrees to indemnify the County or make the County whole for any penalty assessed against the County based upon Municipality's failure to retain or provide records.

8.0 Timeliness.

8.1 The Parties agree that time is of the essence in the processing of applications for reimbursement. The County shall use all reasonable speed and diligence in the processing of applications for reimbursement.

8.2 The Parties agree that time is of the essence in communications seeking supporting documents or requesting records under this agreement. The Parties agree that they shall use all reasonable speed and diligence in responding to requests for records or supporting documents.

9.0 Indemnity.

9.1 The Parties agree that where the County relied upon the certification of the Municipality that such expenses which Municipality sought to have reimbursed from CARES Act funds met the minimum requirements of the CARES Act, and where the Office of the Inspector General, or any other person, official, or department which is charged with the auditing and review of expenditures of CARES Act funds determines that such reimbursement was not permitted under the CARES Act, Municipality agrees to indemnify, reimburse and make whole the County for any funds which the United States Government or its agencies seeks to recoup or collect, either by litigation, or by withholding other federal funds owed to the County. Municipality further agrees to indemnify, reimburse, or make whole the County for any penalties associated with the federal government seeking to recoup the expended CARES Act funds which the County disbursed to Municipality including interest, or any penalty provided by law.

9.2 Municipality agrees to hold County harmless for any evaluation or advice which the County provided to Municipality as to whether the requested reimbursement is a permissible use of the CARES Act funds.

10.0 Term and termination

10.1 Term. This Agreement shall remain in effect until either party provides written notice of termination to the other.

Such notice shall be effective 14 days after receipt of the termination.

10.2 Survival of Terms. Those terms relating to the party's obligation to maintain records and provide records, and the Municipality's indemnification of the County shall survive the termination of this Agreement.

11.0 Amendment

11.1 Amendments to this Agreement may be performed with the written consent of the Guilford County Board of Commissioners and Municipal governing board.

12.0 Notices and duplicate copies.

12.1 Written notices required pursuant to this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested or electronic mail:

Guilford County: Marty K. Lawing
County Manager

301 W. Market Street
Greensboro North Carolina 27402

With a copy to:

Guilford County Attorney's Office
ATTN: Mark Payne

301 W. Market Street
Greensboro, North Carolina 27402

Municipality: Randy McCaslin
Interim, City Manager
High Point City Manager
PO Box 230
High Point, NC 27261

With Copies to:

JoAnne Carlyle
High Point City Attorney

12.2 The Parties agree that this agreement may be entered into using identical counterparts, each of which when executed and delivered to the other party shall constitute a duplicate original, but all counterparts together shall constitute a single agreement. Upon ratification by the governing board of the respective parties, the parties shall each transmit the signed counterparts of this agreement to the other using the recipients listed above in Section 12.1 of this Agreement. This agreement shall go into effect immediately upon the ratification of the last party to execute this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, using duplicate counterparts, on the dates listed below.

COUNTY OF GUILFORD:

Jeffrey M. Phillips

Chairman

Attest: _____

Robin B. Keller
County Clerk to the Board
Date: _____

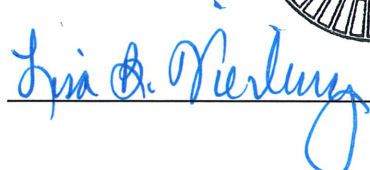
City of High Point:

Christopher Williams

Mayor Pro Tem





Attest:  _____

Lisa B. Vierling
City Clerk
Date: 8-19-2020

CITY OF HIGH POINT

AGENDA ITEM



Title: Resolution Sale of City Owned Property – 1114 Tipton Street

From: JoAnne Carlyle, City Attorney

Meeting Date: Monday, August 17, 2020

Public Hearing: Not Required

Advertising Date: N/A

Advertised By: N/A

Attachments: Resolution
Map

Purpose/Background:

MB Enterprises, LLC has offered a bid of \$22,000 for City owned property located at 1114 Tipton Street, Parcel No. 187490. The property is approximately 6,098 square feet (0.14) acre) in size and has a house that needs repairs. It was occupied by vagrants until it was foreclosed on. There is a city substandard case open on the property. The City has invested less than the bid amount.

Budget Impact:

None.

Recommendation:

Council is requested to adopt a resolution accepting the offer of \$22,000.00 and authorizing the sale of the property through the upset bid procedure of N.C.G.S. 160A-269, and direct the City Clerk to publish a public notice of the proposed sale in accordance with N.C.G.S. 160A-269.

**RESOLUTION OF HIGH POINT CITY COUNCIL
AUTHORIZING UPSET BID PROCESS FOR CITY PROPERTY
LOCATED AT 1114 TIPTON, HIGH POINT, NC**

WHEREAS, The City of High Point (“City”) owns property located at 1114 Tipton Street, High Point, North Carolina, identified as Parcel No. 187490, consisting of approximately 6,098 square feet (0.14 acre) which has a house in need of repairs; (“Property”); and

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

WHEREAS, MB Enterprise, LLC has paid the required five percent (5%) deposit on their offer;

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

1. Authorizes sale of the Property described above through the upset bid procedure of North Carolina General Statute § 160A-269.

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

3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the City Clerk within 10 days after the notice of sale is published. At the conclusion of the 10-day period, the City Clerk shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

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

5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.

6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier’s check, or certified check. The city will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The city will return the deposit of the final high bidder at closing.

7. The terms of the final sale are that

- the City Council must approve the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed; and
- the buyer must pay with cash at the time of closing.

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

9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate city officials are authorized to execute the instruments necessary to convey the property to MB Enterprises, LLC.

Adopted this the 17th day of August, 2020.

Mayor Jay W. Wagner

Lisa B. Vierling,
High Point City Clerk



**COMMUNITY DEVELOPMENT COMMITTEE
(Virtual Meeting)**

Chaired by Mayor Pro Tem Chris Williams

Members: Williams, Hudson, Jefferson, and Johnson

August 4, 2020 – 4:00 p.m.

3rd Floor, Council Chambers

As part of the city of High Point's COVID-19 mitigation efforts, in-person attendance was not allowed at this meeting. Instead, the meeting was live-streamed, and the public was provided a link to listen to the meeting as it was being live-streamed.

www.HighPointNC.gov/VirtualPublicMeeting

CALL TO ORDER (Virtual Roll Call)

Chairman Chris Williams called the meeting to order at 4:03 p.m. Following a virtual roll call, the following attendance by Committee Members was duly noted.

Physically

Present (4): Chairman Chris Williams, Committee Member Cyril Jefferson, Committee Member Wesley Hudson, and Committee Member Tyrone Johnson

Staff Present:

Randy McCaslin, Interim City Manager; Eric Olmedo, Assistant City Manager; Greg Ferguson, Assistant City Manager; Mike McNair, Director of Community Development & Housing; Lee Tillery, Parks and Recreation Director; Tracy Pegram, Parks and Recreation Assistant Director; Lisa Vierling, City Clerk; and Mary S. Brooks, Deputy City Clerk

Staff Participating Remotely:

JoAnne, Carlyle, City Attorney; Michelle McNair, Community Resource Manager; Thanena Wilson, Assistant Director of Community Development & Housing

Also Participating Remotely:

Reverend Joe Blosser, Ph.D., Co-Chair of the High Point Schools Partnerships

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

1. *Power Point Presentation- Morehead Recreation Center*

PRESENTATION OF ITEMS**Request from High Point Schools Partnership- Outcome of Recent Forum Held with Top GCS Staff on GCS Schooling Options**

Rev. Joe Blosser, Ph.D., Co-Chair of the High Point Schools Partnerships, extended greetings; and spoke to three requests/recommendations to be considered from the City of High Point as follows:

- 1. Request Wi-Fi for students citywide. Said that Guilford County Schools were scheduled to be remote for the first nine weeks of school; also there would be students who will be enrolled online all year; recommended installing Wi-Fi on school buses and deploying them to hot spots; offering Wi-Fi in the downtown area; city facilities; and provide a map of Wi-Fi locations to inform families.*

Greg Ferguson, Assistant City Manager, said the city was currently working on efforts to do citywide Wi-Fi that would be completed over the next couple days.

- 2. Mentioned the City of Greensboro was using their public transportation to assist high school students travel to Guilford Technical Community College (GTCC) campuses that were still holding in person classes; and requested that the City of High Point create pick up spots, as well, to GTCC's High Point and Jamestown campuses.*

Mr. Ferguson spoke to meeting with the Transit System on this matter; said the public transit for High Point was currently fare free; transit system included routes to GTCC campuses; and spoke to revisiting the fare free rate system again due to any changes.

Chairman Williams inquired on route changes to accommodate students. Interim City Manager McCaslin replied that it was improbable to make wholesale route changes; said there were transit bus routes to the GTCC campuses; and spoke to helping accommodate students.

Committee Member Jefferson inquired on bus stop access for students. Rev. Blosser replied that accessing bus stops was not an issue; spoke to assuring the transit buses arrival times accommodated with the students' schedules; and to publicizing and communicating with families making them aware of transportation options.

Chairman Williams spoke to staff using the city's social media to publicize to the public.

- 3. Requested the use of city facilities for after school programs; said it would allow parents to attend places of employment; said it would be essential for the community; and invited staff and council to attend a meeting that would be held tomorrow with the High Point School Partnership, as well as other community organizations, to discuss the needs of the community.*

Chairman Williams advised that staff and the Legal Department would further discuss these requests and recommendations; and thanked Rev. Blosser for his time and efforts; and said he was looking forward to their partnerships.

Discussion- Morehead Recreation Center

Lee Tillery, Parks and Recreation Director, extended greetings; recognized Tracy Pegram, Parks and Recreation Assistant Director, who was in attendance; and shared a PowerPoint Presentation on the Morehead Recreation Center. Mr. Tillery provided the history and facts on the Parks & Recreation Department; said the first city park opened up in 1926, and is now called Triangle Park; gave an overview of the departments that included the number of employees, number of annual visitors, etc...and spoke to the mission statement (High Point Parks & Recreation enhances quality of life by providing opportunities through innovative programs, parks, and facilities for present and future generations); provided a breakdown of facilities within the department, such as golf courses and recreation centers; outlined the 2020-2021 Annual Budget and expenses; spoke to partners, sponsors, and donations; said their partners provided great services; spoke to the continuing relationship with Guilford County Schools; discussed the department's organization that included four divisions (Administration, Parks, Special Facilities, and Recreation Divisions); and said the Special Facilities division offer special events such as the Special Olympics.

Discussion took place regarding the different types of special events provided by the Parks and Recreation Department.

Mr. Tillery continued discussion regarding the Morehead Recreation Center various programs offered to the community; the rental services provided for events such as parties, reunions, and classes; said the Market Authority used the center twice a year which generated revenue; and spoke to other partners and community groups that rented their facilities. Mr. Tillery outlined the Master Comprehensive Master Plan; said it would cover a ten-year period with actions and implementations; highlighted the 5 categories in the action items that included: (Parkland, Facilities, Recreations, Operations and Maintenance, and Finance); spoke to the recreation's vision and discussed the four goals that would establish sustainable core program areas that supported the recreation needs; discussed the core program areas; the number of programs offered for each program for FY 19-20; said the program assessment was updated annually; to common themes from all community engagement areas with amenities and programs; and went over the Morehead Recreation Center's survey results as followed:

381 total responses

- *263 live in High Point, 118 live outside High Point*
- *Of the 263 that live in High Point*
 - 206 have visited Morehead Recreation Center in the past*

Frequency of visiting the center

- *35 (15%) visit every week*
- *64 (28%) visit once or twice a year*
- *48 (20 %) visit less often than one year*

- 24 (6%) live within walking distance to:

Youth Program Interest

- Sports (56%)
- Cultural Arts (49%)
- Special Events (49%)
- Educational and Enrichment Classes (44%)
- Family Activities (41%)

Adult Program Interest

- Fitness Programs (63%)
- Special Events (57%)
- Family Activities - multigenerational (49%) Adult Sports (43%)
- Educational and Enrichment Classes (43%)

Older Adult Program Interest

- Fitness Programs (62%)
- Senior Games (52%)
- Special Events (46%)
- Trips (39%)
- Arts & Crafts (38%)

Mr. Tillery mentioned some suggestions for new programs such as bingo, and self-defense; and spoke to the Center's challenges that included competitors, and staffing.

Committee Member Jefferson inquired on the staffing challenges; and asked what is because of the hiring freeze. Mr. Tillery replied that some of the candidates were from different states; spoke to the challenges of having non-traditional working hours; and to having a full staff by the end of August. Interim City Manager McCaslin replied that the staffing challenges were not due to the hiring freeze.

Mr. Tillery continued discussion regarding the impact from COVID-19; said facilities had been closed since March 16, 2020; programs were cancelled; and discussed the budget impact on cost and recovery in the recreation division.

Committee Member Hudson inquired on the Oakview Recreation Center expenditures. Mr. Tillery replied that was due to deferred maintenance cost; and said older centers required more maintenance which would result in increased expenses.

Mr. Tillery continued discussion regarding the Recreation Division's expenditures by activity and by function for the last three years; the revenue sources; revenue activity; and said operations were looked at on a yearly basis for cost recovery.

Chairman Williams inquired damages done to the fence at the golf course. Mr. Tillery replied that was due to several accidents.

Committee Member Jefferson inquired on the feedback from citizens in regard to rental fees. Mr. Tillery replied that they receive questions in regard to rental fees and charges; and said that they rented to mostly groups and organizations.

Mr. Tillery discussed the cost recovery for the last three year with the special facilities, recreation division and the entire department; said it was important for the main focus to go on the needs for the community; spoke to the cost recovery model with

recommendations; provided a list of fees and charges for recreations centers; spoke to working with the Parks and Recreation Commission discussing recommendations; highlighted the deferred maintenance needed for the Morehead Recreation center as followed: interior painting, kitchen update, new roof, playground replacement, and HVAC replacement; and the recent improvements made as followed: exterior painted, new bleachers, new padding in gym, floor resurfaced, LED lighting, and updated restroom fixtures.

Committee Member Jefferson thanked Mr. Tillery and the Parks and Recreation Department for their efforts and hard work; and inquired on the challenges, due to COVID-19, of conducting surveys, and receiving feedback from the community. Mr. Tillery replied that the challenge was not being able to take the marketing team out to events to conduct surveys; and spoke to conducting surveys the nontraditional way.

Discussion took place regarding options of marketing, informing and notifying the public about the surveys; to promoting recreational programs; and to having future discussions on ways to conduct public surveys.

Tracy Pegram, Parks and Recreation Assistant Director mentioned Michelle McNair, with the Community Development Department; attended community group meetings and provided survey information; and spoke to conducting surveys over the phone.

ADJOURNMENT

There being no further business to come before the Committee, the meeting adjourned at 5:15 p.m.

Respectfully Submitted:

Christopher Williams, Chairman

Attest:

Mary S. Brooks,
Deputy City Clerk



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: DATE:

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

PURCHASING MANAGER: DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:

CITY OF HIGH POINT

AGENDA ITEM



Contract Award: Contract for KI Furniture for new HPPD facility.

From: Tim McKinney, Facility Services

Meeting Date: August 17, 2020

Public Hearing: N/A

Advertising Date: NA

Advertised By:

Attachments: KI Furniture Proposal – HPPD
Recommendation

PURPOSE:

City Council is asked to award a contract to KI Furniture for the total comprehensive furnishing for the new High Point Police Department. KI is an approved North Carolina State Contract (420A) manufacturer and their proposal was submitted utilizing at or below state contract pricing.

BACKGROUND:

The City of High Point's new Police Department is in need of furnishings and three NC State Contract furniture manufacturers were invited to submit proposals based on the furniture requirements outlined by the Architect Creech & Associates. Three proposals were received and were evaluated by a selection committee comprised of Police Department, Facilities and Purchasing staff. Evaluations were based on; site visit, experience with similar projects, product selection, product quality and warranty. KI scored the highest of three and was also the lowest in price on overall proposal. Proposals were obtained from:

- KI: \$710,248.28
- High Point Furniture: \$750,237.97
- Miller At Work: \$825,922.40

BUDGET IMPACT:

Funds are available for this project in the Police Headquarters capital project account. The architectural estimate for furnishings was \$748,575.

RECOMMENDATION / ACTION REQUESTED:

The Facility Maintenance Services Department requests that Council approve the contract award to KI Furniture in the amount of \$710,248.28.



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: **Facility Services**

COUNCIL AGENDA DATE: **August 17, 2020**

BID NO.: **NA** CONTRACT NO.: **NC 420A** DATE OPENED: **NA**

DESCRIPTION:

The City of High Point's new Police Department is in need of furnishings and three NC State Contract furniture manufacturers were invited to submit proposals based on the furniture requirements outlined by the Architect; Creech & Associates. KI scored the highest of three and submitted lowest cost proposal.

PURPOSE:

City Council is asked to award a contract to KI Furniture for the total comprehensive furnishing for the new High Point Police Department in the amount of \$710,248.28. KI is an approved North Carolina State Contract manufacturer and their proposal was submitted utilizing at or below state contract pricing.

COMMENTS:

Three proposals were received and were evaluated by a selection committee comprised of Police Department, Facilities and Purchasing staff. Evaluations were based on; site visit, experience with similar projects, product selection, product quality and warranty.

RECOMMEND AWARD TO: **KI Furniture** AMOUNT: **\$710,248.28**

JUSTIFICATION:

The new HPPD facility will require furnishings throughout the facility and immediate approval is required so that a PO may be issued for the manufacturer to begin production of final approved furnishings. Proposals obtained from: KI, High Point Furniture & Miller At Work

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
411310	533701	411181010505	40201	\$750,000
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: **Tim M. McKinney** Digitally signed by Tim M. McKinney Date: 2020.08.10 09:05:06 -04'00' DATE: **Aug 10, 2020**

The Purchasing Division concurs with recommendation submitted by the **Facility Services** and recommends award to the lowest responsible, responsive bidder **KI Furniture** in the amount of \$ **710,248.28**

PURCHASING MANAGER: **Erik S. Conti** Digitally signed by Erik S. Conti Date: 2020.08.10 09:11:44 -04'00' DATE: **Aug 10, 2020**

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: **Bobby Fitzjohn** Digitally signed by Bobby Fitzjohn Date: 2020.08.10 12:10:30 -04'00' DATE: **Aug 10, 2020**

CITY MANAGER: **Randy E. McCaslin** Digitally signed by Randy E. McCaslin Date: 2020.08.10 14:02:13 -04'00' DATE: **Aug 10, 2020**