



City of High Point

Meeting Agenda

City Council

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

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

Monday, December 16, 2024

5:30 PM

Council Chambers

ROLL CALL, MOMENT OF SILENCE, AND PLEDGE OF ALLEGIANCE

ADOPTION OF AGENDA

CONSENT AGENDA ITEMS

- C-1) 2024-450 Consideration of Resolutions to Approve Piedmont Triad Regional Water Authority Financing**
City Council is requested to approve (1) the Resolution Authorizing and Approving Bond Anticipation Notes and the Amendment and Restatement of a Joint Governmental Agreement and (2) the Resolution Concerning the City's Obligations under its "Joint Governmental Agreement" among the City, Piedmont Triad Regional Water Authority and other Local Governments.
- C-2) 2024-451 Consideration of a Contract with Inspire Placemaking Collaborative, Inc.**
City Council is requested to consider a contract with Inspire Placemaking Collaborative, Inc. in the amount of \$253,650 for updating the City of High Point Development Ordinance and authorize the appropriate City Official(s) to execute all necessary documents.
- C-3) 2024-452 Consideration of a Final Adjusting Change Order to Breece Enterprises, Inc.**
City Council is requested to consider a Final Adjusting Change Order to Breece Enterprises, Inc. in the amount of \$111,809.06 for additional costs associated with the Kensington Drive and Dovershire Place improvement stormwater project and authorize the appropriate City Official(s) to execute all necessary documents. This will bring the new contract amount to

\$1,469,906.99

- C-4)** 2024-453 **Consideration of a Contract with Shaver Roofing Services, LLC**
City Council is requested to consider a contract with Shaver Roofing Services, Inc. in the amount of \$103,795 for replacement of the roofs on the Operations building and the Solids building at the Eastside Wastewater Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents.
- C-5)** 2024-454 **Consideration of a Task Order with CDM Smith, Inc.**
City Council is requested to consider a Task Order with CDM Smith, Inc. in the amount of \$139,800 for professional engineering services to perform Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP) updates and authorize the appropriate City Official(s) to execute all necessary documents.
- C-6)** 2024-455 **Consideration of a Sole Source Purchase from Tarpomatic, Inc.**
City Council is requested to consider a Sole Source Purchase from Tarpomatic, Inc. in the amount of \$50,000 for replacement of the existing Tarpomatic tarp and machine at the Kersey Valley Landfill and authorize the appropriate City Official(s) to execute all necessary documents.
- C-7)** 2024-456 **Consideration of a Contract with Yates Construction Company, Inc.**
City Council is requested to consider a contract with Yates Construction Company, Inc. in the amount of \$99,125 for the Qubein Sidewalk Remediation project and authorize the appropriate City Official(s) to execute all necessary documents.
- C-8)** 2024-457 **Consideration of a Budget Ordinance Amendment**
City Council is requested to consider a Budget Ordinance Amendment to record the issuance of Series 2024 CES Revenue Refunding Bonds.
- C-9)** 2024-460 **Consideration of a Resolution Regarding Policy Updates to Comply with S.L. 2024-26**
City Council is requested to consider a Resolution to ensure compliance with S.L. 2024-26 and to direct staff to update the appropriate policies accordingly.
- C-10)** 2024-466 **Consideration of a Contract with IHFC Properties SPE, LLC**
City Council is requested to consider a contract with IHFC Properties SPE, LLC in the amount of \$95,000 annually for HVAC

services for the High Point Theatre and authorize the appropriate City Official(s) to execute all necessary documents.

- C-11)** 2024-449 **Consideration of Approval of Minutes**
City Council is requested to approve the following Minutes:
Transparency, Engagement & Communication Committee
Minutes - November 20, 2024
Special Meeting of the High Point City Council Minutes -
December 2, 2024
Regular Meeting of the High Point City Council Minutes -
December 2, 2024

GENERAL BUSINESS AGENDA

- G-1)** 2024-461 **Receipt and Presentation of FY 2023-2024 Audit Report**
City Council is requested to acknowledge receipt of the City of High Point Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2024, and related required communications from the City's auditors, Cherry Bekaert LLP and approve the Local Government Commission response.
- G-2)** 2024-458 **Consideration of a Resolution of Intent, Annexation 24-03**
City Council is requested to consider a resolution of Intent to establish a public hearing date of January 13, 2025, to consider a voluntary non-contiguous annexation petition for an approximate 10.8-acre parcel (7966 Nations Service Road). The site is located north of the intersection of National Service Road and Tyner Road, and also known as Guilford County Tax parcel 169801.
- G-3)** 2024-459 **Public Hearing Regarding a Historic Landmark Designation Request from Downtown High Point**
City Council is requested to conduct a Public Hearing and consider a request from Downtown High Point to designate One Plaza Center (Showplace West) located at 101 S. Main Street as a Guilford County Historic Lanmark.
- G-4)** 2024-467 **Consideration of an Appointment to the Board of Adjustment**
City Council is requested to consider an appointment to the Board of Adjustment.
- G-5)** 2024-468 **Consideration of a Reappointment to the High Point Housing Authority**
City Council is requested to consider a reappointment to the High Point Housing Authority
- G-6)** 2024-464 **Closed Session- Personnel**
City Council is requested to go into Closed Session pursuant to

N.C. General Statute 143-318.11(a)(6) for personnel (This Closed Session will be conducted in the 3rd Floor Conference Room).

ADJOURNMENT

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of Resolutions to Approve Piedmont Triad Regional Water Authority Financing

FROM: Damon Dequenne, Assistant City Manager
MEETING DATE: December 16, 2024

PUBLIC HEARING: No
ADVERTISED DATE/BY: N/A

ATTACHMENTS:

1. High Point Authorization Resolution-PTRWA 2025 BAN(17316587.4)
2. High Point Resolution-PTRWA 2025 Note(17316589.4)
3. Signed PTRWA Resolution - Joint Governmental
4. Signed PTRWA Resolution - Bond Anticipation
5. City Attorney Signed Opinion
6. PTRWA Amended and Restated Joint Governmental Agreement
7. Exhibit B - Members Certificates to Tax Certificates
8. High Point Form Opinion Letter

PURPOSE: Consider resolutions to approve the Piedmont Triad Regional Water Authority ("PTRWA") financing for upcoming expansion and treatment upgrades. This item was originally heard in September and includes changes to the bond series year from 2024 to 2025.

BACKGROUND: In 1987, the City entered into a Joint Governmental Agreement ("JGA") along with other local governments to provide funds to the PTRWA to acquire land to construct the Randleman Dam and related facilities. The JGA also provided that financing of the first phase of a water treatment plant and related facilities would be financed with revenue bonds of the PTRWA and that debt service on these bonds, as well as PTRWA's operating costs would be funded through payments from the members to PTRWA. The Agreement was amended and restated to provide for this. In 2016, the Agreement was amended and restated again in connection with an expansion of the treated water production capacity of the water treatment plant. PTRWA has now decided to issue revenue bonds designated as the Water System Revenue Bond Anticipation Note, Series 2025 (the "2025 Note") and to use the proceeds thereof to finance the expansion of the water treatment plant and to

accomplish the removal and elimination of per- and polyfluoroalkyl substances ("PFAS") and other emerging compounds. The 2025 Note shall be in an amount not to exceed \$130,000,000. To facilitate the issuance of the 2025 Note, it is necessary for members of PTRWA to pass a resolution authorizing and approving the bond anticipation notes in an amount not to exceed \$130,000,000 and approving an amended and restated interlocal agreement setting forth, among other things, the debt service obligations of the members with respect to the 2025 Note. Each member must also pass a resolution acknowledging its obligations under the 2025 Note.

BUDGET IMPACT: The city's portion of advanced treatment costs are currently estimated at \$16,150,00.00. 30-year bond payments on this estimated amount are \$1,045,014.00 annually. To support this debt, staff is anticipating an approximate 2% rate increase will be required after the final bond sale numbers and expenses are compiled.

RECOMMENDED ACTION REQUESTED: City Council is required to approve (1) the Resolution Authorizing and Approving Bond Anticipation Notes and the Amendment and Restatement of a Joint Governmental Agreement and (2) the Resolution Concerning the City's Obligations under its "Joint Governmental Agreement" among the City, Piedmont Triad Regional Water Authority and other Local Governments.

EXTRACTS FROM MINUTES OF CITY COUNCIL

The City Council for the City of High Point, North Carolina held a regular meeting in in the Council Chambers located on the 3rd floor of 211 South Hamilton Street, High Point, North Carolina 27261 at 5:30 P.M. on December 16, 2024. The following Council Members were:

Present:

Absent:

* * *

RESOLUTION AUTHORIZING AND APPROVING BOND ANTICIPATION NOTES AND THE AMENDMENT AND RESTATEMENT OF A JOINT GOVERNMENTAL AGREEMENT

WHEREAS, the City of High Point, North Carolina (the “City”) previously entered into an Amended and Restated Joint Governmental Authority dated August 4, 2016 (as amended and supplemented from time to time, the “Interlocal Agreement”), among the Piedmont Triad Regional Water Authority (the “Authority”) and the following local governments: the City, the City of Archdale, North Carolina, the City of Greensboro, North Carolina, the Town of Jamestown, North Carolina, the City of Randleman, North Carolina and the County of Randolph, North Carolina (collectively, the “Members”);

WHEREAS, the Interlocal Agreement sets forth, among other things, the Debt Service Obligations (as defined in the Interlocal Agreement) of Members with respect to Revenue Bonds (as defined in the Interlocal Agreement), as well as the other Payment Obligations (as defined in the Interlocal Agreement) of Members;

WHEREAS, pursuant to Article 5 of Chapter 159 of the North Carolina General Statutes, as amended (the “Act”), a Bond Order Authorizing the Issuance of Water System Revenue Bonds adopted on June 10, 2008 (as amended and supplemented from time to time, the “Bond Order”) and a series resolution adopted June 10, 2008 (the “2008 Series Resolution”), the Authority previously issued its \$22,178,485 Piedmont Triad Regional Water Authority Water System Revenue Bond dated June 12, 2008 (the “2008 Bond”) for the purpose of providing funds, together with other available funds, to construct a 12 MGD water treatment plant and facilities related thereto (the “2008 Project”);

WHEREAS, pursuant to the Act, the Bond Order and a series resolution adopted June 8, 2012 (the “2012 Series Resolution”), the Authority previously issued its \$22,178,485 Piedmont Triad Regional Water Authority System Revenue Refunding Bond dated June 14, 2012 (the “2012 Bond”) for the purpose of providing funds, together with other available funds, to prepay and

refund the entire outstanding principal amount of the 2008 Bond and pay certain expenses of issuing the 2012 Bond;

WHEREAS, pursuant to the 2012 Series Resolution, Article III of the Bond Order was amended to provide for the issuance, from time to time, of Additional Bonds (as defined in the Bond Order) payable from the same funds as previously-issued Bonds (as defined in the Bond Order) for the purpose of providing funds, with any other available funds, for paying the cost of System Improvements (as defined in the Bond Order);

WHEREAS, pursuant to Section 7 of Article III of the Authority's bylaws (the "Bylaws"), alterations of the allocation of water or the level or percentage of financial participation of Members must be approved by the governing boards of each Member;

WHEREAS, the Authority has determined to finance the costs of the acquisition, construction, reconstruction, improvement, enlargement and betterment of a 26.7 MGD water treatment plant and facilities related thereto (the "2025 Project"), and such 2025 Project will constitute System Improvements under the Bond Order;

WHEREAS, the Authority has determined to authorize the issuance of its Piedmont Triad Regional Water Authority Water System Revenue Bond Anticipation Note, Series 2025 (the "2025 Note"), to be issued in anticipation of water system revenue bonds, in an amount not to exceed \$130,000,000, pursuant to Section 159-161 et. seq. of the North Carolina General Statutes, as amended, the Act and the Bond Order, for the purpose of (a) financing a portion of the cost of the 2025 Project and (b) paying certain costs and expenses incurred in connection with the issuance of the 2025 Note;

WHEREAS, the 2025 Note will constitute Additional Bonds under the Bond Order and Revenue Bonds under the Interlocal Agreement;

WHEREAS, the Authority and some or all of the Members are involved in litigation and other disputes or claims concerning per and polyfluoroalkyl substances (PFAS) and other emerging compounds (collectively, the "PFAS Claims");

WHEREAS, pursuant to Section 7 of the Interlocal Agreement, the Authority has determined to amend and restate the Interlocal Agreement (a) in connection with the issuance of the 2025 Note and (b) in order to provide that any proceeds resulting from the settlement or other disposition of PFAS Claims related to the Authority's source water and water treatment facilities are the property of the Authority and shall be paid and delivered to the Authority whether or not initially received by any Member;

WHEREAS, there have been available at this meeting, forms of the following:

- (1) a series resolution to be adopted by the Authority in connection with the issuance of the 2025 Note (the "2025 Series Resolution"), including the form of 2025 Note contained therein; and
- (2) an Amended and Restated Joint Governmental Agreement to be dated as of January 1, 2025 (the "Amended and Restated Interlocal Agreement"), including the exhibits thereto; and

WHEREAS, the City Council (the “City Council”) for the City wishes to approve (a) the issuance of the 2025 Note, (b) the corresponding alterations of allocation of water and level or percentage of participation of the City pursuant to the Interlocal Agreement and (c) the amendment and restatement of the Interlocal Agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City as follows:

1. The City Council hereby approves the issuance and sale of the 2025 Note, to be issued in anticipation of water system revenue bonds, by the Authority. The 2025 Note shall mature in such amounts at such times and shall bear interest at such rates as provided in the 2025 Series Resolution; provided, however, that the aggregate principal amount of the 2025 Note shall not exceed \$130,000,000. The 2025 Note shall be issued in fully registered form in such denominations as set forth in the 2025 Series Resolution and payments of principal and interest with respect to the 2025 Note shall be made by the Authority to the registered owner of the 2025 Note at such times and in such manner as is set forth in the 2025 Series Resolution.
2. The Amended and Restated Interlocal Agreement, including the exhibits thereto, in the form submitted to this meeting, is hereby approved, and the Mayor, the City Manager, the City Clerk and the Finance Officer for the City (each, an “Authorized Officer”) are hereby authorized and directed to execute and deliver such document, on behalf of the City, with such changes, insertions or omissions as may be approved, the execution thereof by an Authorized Officer to constitute conclusive evidence of such approval.
3. The 2025 Series Resolution, in the form submitted to this meeting, is hereby approved in substantially such form, with such changes, insertions or omissions as may be approved by the Authority.
4. The Mayor, the City Manager, the Finance Officer, the City Clerk and the City Attorney are each hereby authorized to take any and all such further action and to execute and deliver such other documents as may be necessary or advisable to carry out the intent of this Resolution.
5. All actions of the City effectuating the purposes of this Resolution are hereby approved, ratified and authorized pursuant to and in accordance with the transaction contemplated by the documents referred to above.
6. This Resolution shall become effective immediately upon its adoption.

Council Member _____ seconded the motion and the motion was adopted by the following vote:

AYES: _____

NAYS: _____

Cyril Jefferson, Mayor

ATTEST:

Sandra Keeney, City Clerk

STATE OF NORTH CAROLINA)

COUNTY OF GUILFORD)

I, SANDRA KEENEY, City Clerk of the City of High Point, DO HEREBY CERTIFY as follows:

1. A meeting of the City Council of the City of High Point, located in the State of North Carolina, was duly held December 16, 2024, such meeting having been noticed, held and conducted in accordance with all requirements of law (including open meetings requirements), and minutes of that meeting have been or will be duly recorded in the Minute Book kept by me in accordance with law for the purpose of recording the minutes of the City Council.

2. The attached extract accurately reflects the actions taken by the City Council with respect to the matters therein.

3. That extract correctly states the time when the meeting was convened and the place where the meeting was held and the members of the City Council who attended the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and have hereunto affixed the seal of the City as of _____, 2024.

Sandra Keeney, City Clerk

EXTRACTS FROM MINUTES OF CITY COUNCIL

The City Council for the City of High Point, North Carolina held a regular meeting in the Council Chambers located on the 3rd floor of 211 South Hamilton Street, High Point, North Carolina 27261 at 5:30 P.M. on December 16, 2024. The following Council Members were:

Present:

Absent:

* * *

RESOLUTION OF THE CITY OF HIGH POINT CONCERNING THE CITY'S OBLIGATIONS UNDER ITS "JOINT GOVERNMENTAL AGREEMENT" AMONG THE CITY, PIEDMONT TRIAD REGIONAL WATER AUTHORITY AND OTHER LOCAL GOVERNMENTS

WHEREAS, the City of High Point, North Carolina (the "City") previously entered into an Amended and Restated Joint Governmental Agreement dated August 4, 2016 (the "2016 Interlocal Agreement"), among the Piedmont Triad Regional Water Authority (the "Authority") and the following local governments: the City, the City of Archdale, North Carolina, the City of Greensboro, North Carolina, the Town of Jamestown, North Carolina, the City of Randleman, North Carolina and the County of Randolph, North Carolina (collectively, the "Members"); and

WHEREAS, the Authority is preparing to issue its up to \$130,000,000 Water System Revenue Bond Anticipation Note, Series 2025 (the "2025 Note") to Truist Commercial Equity, Inc., as the purchaser thereof (the "Purchaser"), and such 2025 Note constitutes "Revenue Bonds" within the meaning of the 2016 Interlocal Agreement; and

WHEREAS, the proceeds of the 2025 Note will be used to finance the costs of the acquisition, construction, reconstruction, improvement, enlargement and betterment of a 26.7 MGD water treatment plant and facilities related thereto (the "2025 Project") and pay certain expenses in connection with the issuance of the 2025 Note; and

WHEREAS, in connection with the issuance of the 2025 Note and the financing of the 2025 Project, the Authority has determined to amend and restate 2016 Interlocal Agreement (as amended and restated, the "Interlocal Agreement"), and such Interlocal Agreement has been approved by the City Council and shall be executed and delivered in connection with the issuance of the 2025 Note;

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

1. At the request of the Purchaser, and to induce the Purchaser to purchase the 2025 Note, the City confirms its approval of the Interlocal Agreement and confirms its commitment to the Interlocal Agreement.

2. At the request of the Purchaser, and to induce the Purchaser to purchase the 2025 Note, the City acknowledges the following aspects of its obligations under the Interlocal Agreement:

(a) Total estimated interest cost payable by the Authority over the life of the 2025 Note is \$5,408,462. The City is required to pay a percentage of this debt service. The City's share of the 2025 Note interest cost under the Interlocal Agreement is 9.16%, or a total of \$495,177 with respect to the 2025 Note (assuming the entire \$130,000,000 principal amount of the 2025 Note is issued). The average annual interest cost payable by the Authority on the 2025 Note is approximately \$2,237,984; the City's 9.16% share of average annual interest cost is approximately \$204,901. This is only an estimate; the actual annual payments may be higher or lower. It is anticipated that payment of the outstanding principal amount of the 2025 Note will be financed with revenue bonds. In the event such revenue bonds are not issued, the City would be responsible for 9.16% of the net debt service (including principal and interest) of the 2025 Note.

(b) In addition, the City is contingently liable to pay up to 150% of its annual debt service requirement on the 2025 Note upon a failure to pay by any other Member. Increasing the City's average annual interest cost on the 2025 Note to 150% produces the annual amount of approximately \$307,351. This is only an estimate; the actual annual payments may be higher or lower.

(c) The Interlocal Agreement also calls for the City to pay other amounts toward the operation and maintenance of the Authority's water utility facilities, as more fully defined in the Interlocal Agreement.

(d) The Interlocal Agreement provides that the City cannot make a pledge or other commitment of its water and sewer system revenues to other debt service that would take precedence over the commitment of those revenues to payments under the Interlocal Agreement.

(e) Under the Interlocal Agreement, the City is required to operate its water and sewer system as an enterprise fund, to charge rates and fees related to the water and sewer system such that sufficient revenues are generated to pay all costs of operating and financing the City's own water and sewer system and to satisfy the City's Payment Obligations (as defined in the Interlocal Agreement) to the Authority. Under the Interlocal Agreement, the City's Payment Obligations include both the requirements for debt service on the 2025 Note as described above, and also payments to provide for the Authority's operating expenses.

(f) The Purchaser, as the owner of the 2025 Note, is authorized as a third-party beneficiary under the Interlocal Agreement to enforce the City's covenants and obligations under the Interlocal Agreement, including those described in the preceding paragraph. This means, for example, that the Purchaser could require the City to raise rates, fees and charges for the City's water and sewer system if the City was not operating the system as required by the Interlocal Agreement.

3. This resolution shall become effective immediately upon its adoption.

Council Member _____ seconded the motion and the motion was adopted by the following vote:

AYES: _____

NAYS: _____

Cyril Jefferson, Mayor

ATTEST:

Sandra Keeney, City Clerk

STATE OF NORTH CAROLINA)

COUNTY OF GUILFORD)

I, SANDRA KEENEY, City Clerk of the City of High Point, DO HEREBY CERTIFY as follows:

1. A meeting of the City Council of the City of High Point, located in the State of North Carolina, was duly held December 16, 2024, such meeting having been noticed, held and conducted in accordance with all requirements of law (including open meetings requirements), and minutes of that meeting have been or will be duly recorded in the Minute Book kept by me in accordance with law for the purpose of recording the minutes of the City Council.

2. The attached extract accurately reflects the actions taken by the City Council with respect to the matters therein.

3. That extract correctly states the time when the meeting was convened and the place where the meeting was held and the members of the City Council who attended the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and have hereunto affixed the seal of the City as of _____, 2024.

Sandra Keeney, City Clerk

EXTRACTS FROM MINUTES OF CITY COUNCIL

The City Council for the City of High Point, North Carolina held a regular meeting in the Council Chambers located on the 3rd floor of 211 South Hamilton Street, High Point, North Carolina 27261 at 5:30 P.M. on December 16, 2024. The following Council Members were:

Present:

Mayor Cyril Jefferson; Mayor Pro Tempore, Michael Holmes; Council Member Britt Moore; Council Member Amanda Cook; Council Member Vickie McKiver; Council Member Tyrone Johnson; Council Member Monica Peters; Council Member Patrick Harman; Council Member Tim Andrew

* * *

RESOLUTION OF THE CITY OF HIGH POINT CONCERNING THE CITY'S OBLIGATIONS UNDER ITS "JOINT GOVERNMENTAL AGREEMENT" AMONG THE CITY, PIEDMONT TRIAD REGIONAL WATER AUTHORITY AND OTHER LOCAL GOVERNMENTS

WHEREAS, the City of High Point, North Carolina (the "City") previously entered into an Amended and Restated Joint Governmental Agreement dated August 4, 2016 (the "2016 Interlocal Agreement"), among the Piedmont Triad Regional Water Authority (the "Authority") and the following local governments: the City, the City of Archdale, North Carolina, the City of Greensboro, North Carolina, the Town of Jamestown, North Carolina, the City of Randleman, North Carolina and the County of Randolph, North Carolina (collectively, the "Members"); and

WHEREAS, the Authority is preparing to issue its up to \$130,000,000 Water System Revenue Bond Anticipation Note, Series 2025 (the "2025 Note") to Truist Commercial Equity, Inc., as the purchaser thereof (the "Purchaser"), and such 2025 Note constitutes "Revenue Bonds" within the meaning of the 2016 Interlocal Agreement; and

WHEREAS, the proceeds of the 2025 Note will be used to finance the costs of the acquisition, construction, reconstruction, improvement, enlargement and betterment of a 26.7 MGD water treatment plant and facilities related thereto (the "2025 Project") and pay certain expenses in connection with the issuance of the 2025 Note; and

WHEREAS, in connection with the issuance of the 2025 Note and the financing of the 2025 Project, the Authority has determined to amend and restate 2016 Interlocal Agreement (as amended and restated, the "Interlocal Agreement"), and such Interlocal Agreement has been approved by the City Council and shall be executed and delivered in connection with the issuance of the 2025 Note;

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

1. At the request of the Purchaser, and to induce the Purchaser to purchase the 2025 Note, the City confirms its approval of the Interlocal Agreement and confirms its commitment to the Interlocal Agreement.

2. At the request of the Purchaser, and to induce the Purchaser to purchase the 2025 Note, the City acknowledges the following aspects of its obligations under the Interlocal Agreement:

(a) Total estimated interest cost payable by the Authority over the life of the 2025 Note is \$5,408,462. The City is required to pay a percentage of this debt service. The City's share of the 2025 Note interest cost under the Interlocal Agreement is 9.16%, or a total of \$495,177 with respect to the 2025 Note (assuming the entire \$130,000,000 principal amount of the 2025 Note is issued). The average annual interest cost payable by the Authority on the 2025 Note is approximately \$2,237,984; the City's 9.16% share of average annual interest cost is approximately \$204,901. This is only an estimate; the actual annual payments may be higher or lower. It is anticipated that payment of the outstanding principal amount of the 2025 Note will be financed with revenue bonds. In the event such revenue bonds are not issued, the City would be responsible for 9.16% of the net debt service (including principal and interest) of the 2025 Note.

(b) In addition, the City is contingently liable to pay up to 150% of its annual debt service requirement on the 2025 Note upon a failure to pay by any other Member. Increasing the City's average annual interest cost on the 2025 Note to 150% produces the annual amount of approximately \$307,351. This is only an estimate; the actual annual payments may be higher or lower.

(c) The Interlocal Agreement also calls for the City to pay other amounts toward the operation and maintenance of the Authority's water utility facilities, as more fully defined in the Interlocal Agreement.

(d) The Interlocal Agreement provides that the City cannot make a pledge or other commitment of its water and sewer system revenues to other debt service that would take precedence over the commitment of those revenues to payments under the Interlocal Agreement.

(e) Under the Interlocal Agreement, the City is required to operate its water and sewer system as an enterprise fund, to charge rates and fees related to the water and sewer system such that sufficient revenues are generated to pay all costs of operating and financing the City's own water and sewer system and to satisfy the City's Payment Obligations (as defined in the Interlocal Agreement) to the Authority. Under the Interlocal Agreement, the City's Payment Obligations include both the requirements for debt service on the 2025 Note as described above, and also payments to provide for the Authority's operating expenses.

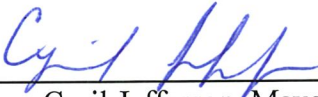
(f) The Purchaser, as the owner of the 2025 Note, is authorized as a third-party beneficiary under the Interlocal Agreement to enforce the City's covenants and obligations under the Interlocal Agreement, including those described in the preceding paragraph. This means, for example, that the Purchaser could require the City to raise rates, fees and charges for the City's water and sewer system if the City was not operating the system as required by the Interlocal Agreement.

3. This resolution shall become effective immediately upon its adoption.

Council Member Holmes made a motion, Council Member Peters seconded the motion and the motion was adopted by the following vote:

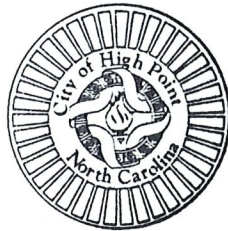
AYES: 9

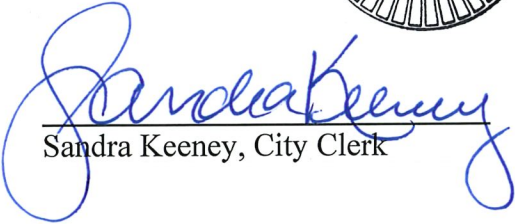
NAYS: 0



Cyril Jefferson, Mayor

ATTEST:





Sandra Keeney, City Clerk

STATE OF NORTH CAROLINA)

COUNTY OF GUILFORD)

I, SANDRA KEENEY, City Clerk of the City of High Point, DO HEREBY CERTIFY as follows:

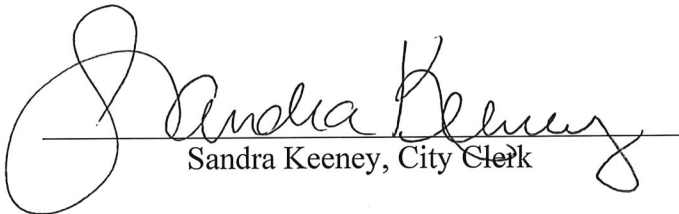
1. A meeting of the City Council of the City of High Point, located in the State of North Carolina, was duly held December 16, 2024, such meeting having been noticed, held and conducted in accordance with all requirements of law (including open meetings requirements), and minutes of that meeting have been or will be duly recorded in the Minute Book kept by me in accordance with law for the purpose of recording the minutes of the City Council.

2. The attached extract accurately reflects the actions taken by the City Council with respect to the matters therein.

3. That extract correctly states the time when the meeting was convened and the place where the meeting was held and the members of the City Council who attended the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and have hereunto affixed the seal of the City as of Dec. 17, 2024.




Sandra Keeney, City Clerk

EXTRACTS FROM MINUTES OF CITY COUNCIL

The City Council for the City of High Point, North Carolina held a regular meeting in in the Council Chambers located on the 3rd floor of 211 South Hamilton Street, High Point, North Carolina 27261 at 5:30 P.M. on December 16, 2024. The following Council Members were:

Present:

Mayor Cyril Jefferson; Mayor Pro Tempore, Michael Holmes; Council Member Britt Moore; Council Member Amanda Cook; Council Member Vickie McKiver; Council Member Tyrone Johnson; Council Member Monica Peters; Council Member Patrick Harman; Council Member Tim Andrew

* * *

RESOLUTION AUTHORIZING AND APPROVING BOND ANTICIPATION NOTES AND THE AMENDMENT AND RESTATEMENT OF A JOINT GOVERNMENTAL AGREEMENT

WHEREAS, the City of High Point, North Carolina (the “City”) previously entered into an Amended and Restated Joint Governmental Authority dated August 4, 2016 (as amended and supplemented from time to time, the “Interlocal Agreement”), among the Piedmont Triad Regional Water Authority (the “Authority”) and the following local governments: the City, the City of Archdale, North Carolina, the City of Greensboro, North Carolina, the Town of Jamestown, North Carolina, the City of Randleman, North Carolina and the County of Randolph, North Carolina (collectively, the “Members”);

WHEREAS, the Interlocal Agreement sets forth, among other things, the Debt Service Obligations (as defined in the Interlocal Agreement) of Members with respect to Revenue Bonds (as defined in the Interlocal Agreement), as well as the other Payment Obligations (as defined in the Interlocal Agreement) of Members;

WHEREAS, pursuant to Article 5 of Chapter 159 of the North Carolina General Statutes, as amended (the “Act”), a Bond Order Authorizing the Issuance of Water System Revenue Bonds adopted on June 10, 2008 (as amended and supplemented from time to time, the “Bond Order”) and a series resolution adopted June 10, 2008 (the “2008 Series Resolution”), the Authority previously issued its \$22,178,485 Piedmont Triad Regional Water Authority Water System Revenue Bond dated June 12, 2008 (the “2008 Bond”) for the purpose of providing funds, together with other available funds, to construct a 12 MGD water treatment plant and facilities related thereto (the “2008 Project”);

WHEREAS, pursuant to the Act, the Bond Order and a series resolution adopted June 8, 2012 (the “2012 Series Resolution”), the Authority previously issued its \$22,178,485 Piedmont Triad Regional Water Authority System Revenue Refunding Bond dated June 14, 2012 (the “2012 Bond”) for the purpose of providing funds, together with other available funds, to prepay and refund the entire outstanding principal amount of the 2008 Bond and pay certain expenses of issuing the 2012 Bond;

WHEREAS, pursuant to the 2012 Series Resolution, Article III of the Bond Order was amended to provide for the issuance, from time to time, of Additional Bonds (as defined in the

Bond Order) payable from the same funds as previously-issued Bonds (as defined in the Bond Order) for the purpose of providing funds, with any other available funds, for paying the cost of System Improvements (as defined in the Bond Order);

WHEREAS, pursuant to Section 7 of Article III of the Authority's bylaws (the "Bylaws"), alterations of the allocation of water or the level or percentage of financial participation of Members must be approved by the governing boards of each Member;

WHEREAS, the Authority has determined to finance the costs of the acquisition, construction, reconstruction, improvement, enlargement and betterment of a 26.7 MGD water treatment plant and facilities related thereto (the "2025 Project"), and such 2025 Project will constitute System Improvements under the Bond Order;

WHEREAS, the Authority has determined to authorize the issuance of its Piedmont Triad Regional Water Authority Water System Revenue Bond Anticipation Note, Series 2025 (the "2025 Note"), to be issued in anticipation of water system revenue bonds, in an amount not to exceed \$130,000,000, pursuant to Section 159-161 et. seq. of the North Carolina General Statutes, as amended, the Act and the Bond Order, for the purpose of (a) financing a portion of the cost of the 2025 Project and (b) paying certain costs and expenses incurred in connection with the issuance of the 2025 Note;

WHEREAS, the 2025 Note will constitute Additional Bonds under the Bond Order and Revenue Bonds under the Interlocal Agreement;

WHEREAS, the Authority and some or all of the Members are involved in litigation and other disputes or claims concerning per and polyfluoroalkyl substances (PFAS) and other emerging compounds (collectively, the "PFAS Claims");

WHEREAS, pursuant to Section 7 of the Interlocal Agreement, the Authority has determined to amend and restate the Interlocal Agreement (a) in connection with the issuance of the 2025 Note and (b) in order to provide that any proceeds resulting from the settlement or other disposition of PFAS Claims related to the Authority's source water and water treatment facilities are the property of the Authority and shall be paid and delivered to the Authority whether or not initially received by any Member;

WHEREAS, there have been available at this meeting, forms of the following:

- (1) a series resolution to be adopted by the Authority in connection with the issuance of the 2025 Note (the "2025 Series Resolution"), including the form of 2025 Note contained therein; and
- (2) an Amended and Restated Joint Governmental Agreement to be dated as of January 1, 2025 (the "Amended and Restated Interlocal Agreement"), including the exhibits thereto; and

WHEREAS, the City Council (the "City Council") for the City wishes to approve (a) the issuance of the 2025 Note, (b) the corresponding alterations of allocation of water and level or percentage of participation of the City pursuant to the Interlocal Agreement and (c) the amendment and restatement of the Interlocal Agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City as follows:

1. The City Council hereby approves the issuance and sale of the 2025 Note, to be issued in anticipation of water system revenue bonds, by the Authority. The 2025 Note shall mature in such amounts at such times and shall bear interest at such rates as provided in the 2025 Series Resolution; provided, however, that the aggregate principal amount of the 2025 Note shall not exceed \$130,000,000. The 2025 Note shall be issued in fully registered form in such denominations as set forth in the 2025 Series Resolution and payments of principal and interest with respect to the 2025 Note shall be made by the Authority to the registered owner of the 2025 Note at such times and in such manner as is set forth in the 2025 Series Resolution.
2. The Amended and Restated Interlocal Agreement, including the exhibits thereto, in the form submitted to this meeting, is hereby approved, and the Mayor, the City Manager, the City Clerk and the Finance Officer for the City (each, an “Authorized Officer”) are hereby authorized and directed to execute and deliver such document, on behalf of the City, with such changes, insertions or omissions as may be approved, the execution thereof by an Authorized Officer to constitute conclusive evidence of such approval.
3. The 2025 Series Resolution, in the form submitted to this meeting, is hereby approved in substantially such form, with such changes, insertions or omissions as may be approved by the Authority.
4. The Mayor, the City Manager, the Finance Officer, the City Clerk and the City Attorney are each hereby authorized to take any and all such further action and to execute and deliver such other documents as may be necessary or advisable to carry out the intent of this Resolution.
5. All actions of the City effectuating the purposes of this Resolution are hereby approved, ratified and authorized pursuant to and in accordance with the transaction contemplated by the documents referred to above.
6. This Resolution shall become effective immediately upon its adoption.

Council Member Holmes made a motion, Council Member Peters seconded the motion and the motion was adopted by the following vote:

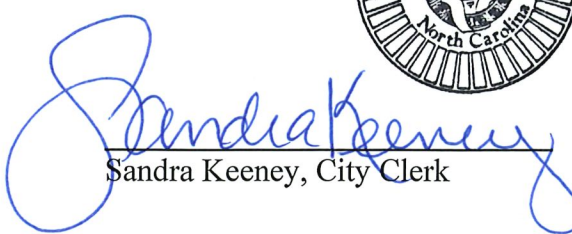
AYES: 9

NAYS: 0


Cyril Jefferson, Mayor

ATTEST:




Sandra Keeney, City Clerk

STATE OF NORTH CAROLINA)

COUNTY OF GUILFORD)

I, SANDRA KEENEY, City Clerk of the City of High Point, DO HEREBY CERTIFY as follows:

1. A meeting of the City Council of the City of High Point, located in the State of North Carolina, was duly held December 16, 2024, such meeting having been noticed, held and conducted in accordance with all requirements of law (including open meetings requirements), and minutes of that meeting have been or will be duly recorded in the Minute Book kept by me in accordance with law for the purpose of recording the minutes of the City Council.

2. The attached extract accurately reflects the actions taken by the City Council with respect to the matters therein.

3. That extract correctly states the time when the meeting was convened and the place where the meeting was held and the members of the City Council who attended the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and have hereunto affixed the seal of the City as of Dec. 17, 2024.




Sandra Keeney, City Clerk

January 22, 2025

City of High Point, North Carolina
High Point, North Carolina

Piedmont Triad Regional Water Authority
Randleman, North Carolina

Truist Commercial Equity, Inc.
Charlotte, North Carolina

Re: Amended and Restated Joint Governmental Agreement dated as of January 1,
2025

Ladies and Gentlemen:

I have represented the City of High Point, North Carolina (the “City”) in connection with the City’s authorization, execution and delivery of the Amended and Restated Joint Governmental Agreement dated as of January 1, 2025 (the “Interlocal Agreement”), among the City, the Piedmont Triad Regional Water Authority (the “Authority”), the City of Archdale, North Carolina, the City of Greensboro, North Carolina, the Town of Jamestown, North Carolina, the County of Randolph, North Carolina and the City of Randleman, North Carolina.

In connection with this opinion, I have examined a copy of the resolution adopted by the City Council for the City on December 16, 2024 (the “Resolution”), approving the execution and delivery of the Interlocal Agreement by the City (among other matters) and copies of such other documents and considered such matters of law and fact as I, in my professional judgment, have deemed appropriate to render the opinions contained herein.

In rendering the opinions contained herein, I have assumed, among other things: the legal capacity of all natural persons; the genuineness of all signatures not signed in my presence; the authenticity of all documents submitted to me as originals; that all documents submitted to me as copies conform with the originals thereof; the regularity and completeness of the City’s minutes and other records; that the Interlocal Agreement fully states the agreement between the parties thereto; and that the Interlocal Agreement constitutes the legal, valid and binding obligation of the parties thereto other than the City, enforceable against those parties in accordance with its terms.

The opinion set forth herein is limited to matters governed by the laws of the State of North Carolina, and no opinion is expressed herein as to the laws of any other jurisdiction. I express no opinion concerning any matter respecting or affected by any laws other than laws that a lawyer in



North Carolina exercising customary professional diligence would reasonably recognize as being directly applicable to the City.

Based upon and subject to the foregoing and the further limitations and qualifications hereinafter expressed, it is my opinion that:

1. The City has duly adopted the Resolution.
2. The City has duly authorized the execution, delivery and performance of its obligations under the Interlocal Agreement by all necessary action on its part.
3. The City has duly executed and delivered the Interlocal Agreement.
4. The Interlocal Agreement constitutes the legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms.

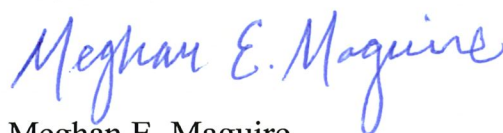
The opinions expressed above are subject to the following qualifications and limitations:

A. Enforcement of the Interlocal Agreement is subject to the effect of applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium and similar laws affecting the enforcement of creditors' rights generally.

B. Enforcement of the Interlocal Agreement is subject to the effect of general principles of equity (regardless of whether considered in a proceeding in equity or at law) by which a court with proper jurisdiction may deny rights of specific performance, injunction, self-help, possessory remedies or other remedies.

This opinion letter is delivered solely for your benefit in connection with the Interlocal Agreement and may not be used or relied upon by any other person or for any other purpose without my prior written consent in each instance. My opinions expressed herein are as of the date hereof, and I undertake no obligation to advise you of any changes of applicable law or any other matters that may come to my attention after the date hereof that may affect my opinions expressed herein.

Respectfully submitted,



Meghan E. Maguire
City Attorney



AMENDED AND RESTATED JOINT GOVERNMENTAL AGREEMENT

This Amended and Restated Joint Governmental Agreement (this “Agreement”) is entered into as of the first day of January, 2025 and is among **PIEDMONT TRIAD REGIONAL WATER AUTHORITY** (the “Authority”), an authority created under N.C.G.S. § 162A-3.1, and the following: **CITY OF ARCHDALE, CITY OF GREENSBORO, CITY OF HIGH POINT, TOWN OF JAMESTOWN, CITY OF RANDLEMAN, and COUNTY OF RANDOLPH** (collectively, the “Members”).

Background Statement

The parties hereto previously entered into a Joint Governmental Agreement dated September 18, 1987 (the “1987 Agreement”), pursuant to which the Members agreed, among other things, to provide funds to the Authority to acquire land and construct Randleman Dam, a reservoir and related facilities. The 1987 Agreement also provided that financing of the first phase (12 MGD capacity) of a water treatment plant (the “Water Treatment Plant”) and related facilities would be financed with revenue bonds (together with future Authority revenue bonds, and notes issued in anticipation thereof, the “Revenue Bonds”) of the Authority and contemplated that debt service on the Revenue Bonds, as well as the Authority’s operating costs, would be funded through payments from the Members to the Authority. To that end, the parties entered into a Joint Governmental Agreement in 1997 (the “1997 Agreement”) that supplemented and amended the 1987 Agreement. The 1997 Agreement was amended and restated in its entirety in 2007 by a new Joint Governmental Agreement (the “2007 Agreement”). The Authority previously issued Revenue Bonds designated as the Water System Revenue Refunding Bond, Series 2012 (the “2012 Bond”). In connection with a 2016 expansion of the treated water production capacity of the Water Treatment Plant (the “2016 Expansion”), the parties entered into an Amended and Restated Joint Governmental Agreement in 2016 (the “2016 Agreement”), which amended and restated the 2007 Agreement. The Authority has determined to issue Revenue Bonds designated as the Water System Revenue Bond Anticipation Note, Series 2025 (the “2025 Note”) and use the proceeds thereof to finance the acquisition, construction, reconstruction, improvement, enlargement and betterment of a 26.7 MGD water treatment plant and facilities related thereto (the “2025 Project”) and the cost of issuing the 2025 Note. The 2025 Note is issued in anticipation of Revenue Bonds to be issued upon completion of the 2025 Project or determination of the final costs thereof. The 2025 Project will include the expansion of the Water Treatment Plant (the “2025 Expansion”), as well as the acquisition, construction, reconstruction, improvement and betterment of the Water Treatment Plant and facilities related thereto in connection with the removal and elimination of per- and polyfluoroalkyl substances (“PFAS”) and other emerging compounds (the “2025 Improvements”). The parties are entering into this Agreement, which amends and restates the 1987 Agreement, the 2007 Agreement and the 2016 Agreement, (i) in connection with the 2025 Project and the issuance of the 2025 Note and (ii) in order to provide that any proceeds resulting from the settlement or other disposition of PFAS claims related to the Authority’s source water and water treatment facilities are the property of the Authority and shall be paid and delivered to the Authority whether or not initially received by any Member. It is anticipated that this Agreement will be further amended and supplemented in connection with the issuance of Revenue Bonds to refinance the 2025 Note.

The Agreement

The parties agree as follows:

1. **Members' Rights Concerning Treated Water.** Each Member shall have the right to receive monthly from the Authority, and the Authority shall make available monthly to each Member at the connection between its pipelines and those of the Members, its Treated Allocation, as set forth in Exhibit A. Each Member's Treated Allocation shall equal the sum of (i) its Initial Firm Treated Allocation set forth in Exhibit A plus (ii) its 2016 Total Expansion Treated Allocation set forth in Exhibit A plus (iii), upon the completion of the 2025 Expansion, its 2025 Total Expansion Treated Allocation set forth in Exhibit A. Members shall have the right to produce their own treated water and to buy treated water from parties other than the Authority, including other Members. Members shall also have the right to sell to other parties (including other Members) (i) treated water (regardless of its source) and (ii) rights to receive treated water from the Authority, but in neither event shall the obligations hereunder be altered, except to the extent the selling Member's obligations hereunder have been actually discharged by the buyer. Upon request of any Member, the Authority shall increase production of treated water by the Water Treatment Plant if (i) the Authority determines that such expansion is technically and economically feasible applying prudent utility practice standards and (ii) the Members wanting to receive a portion of the increased production agree to their respective percentages of the expansion and production costs thereof.

2. **Payments by Members to the Authority.** As payment for treated water delivered or made available by the Authority or expected to be delivered or made available by the Authority, the Members shall pay the Authority as follows (regardless of whether treated water is actually available or taken):

(a) Each Member shall pay to the Authority, within 30 days of receiving an invoice therefor from the Authority, its share, as indicated below, of the Authority's total expenditures ("Water Treatment Expenditures") for the previous month, other than Authority expenditures described elsewhere in this Section 2 (such shares being Member "Water Treatment Obligations"). The Members shall be obligated to pay the Authority for its Water Treatment Expenditures relating to the sum of their respective Initial Firm Treated Allocations, 2016 Firm Treated Allocations and, upon completion of the 2025 Expansion, the 2025 Firm Treated Allocations set forth in Exhibit A regardless of whether those allocations are actually taken. The 2016 Firm Treated Allocations are 25% of the Total 2016 Expansion Treated Allocations, as indicated in Exhibit A and the 2025 Firm Treated Allocations are 25% of the 2025 Total Expansion Treated Allocations, as indicated in Exhibit A. The Members shall be obligated to pay the Authority for its Water Treatment Expenditures relating to their respective 2016 Excess Treated Allocations and 2025 Excess Treated Allocations in Exhibit A only to the extent they actually take those allocations. The Members shall be billed by the Authority for Water Treatment Expenditures at the prevailing per 1,000 gallon rate, as determined by the Authority on an annual basis. The calculation of the billed volume of water a Member has taken per day shall be made each calendar month, based on the average amount of water taken per day during that month.

Each Member shall pay to the Authority, within 30 days of receiving an invoice therefor from the Authority, its share of the Authority's total capital expenditures (not otherwise included in Expansion and Improvement Obligations) and administration expenditures for each fiscal year

(collectively, the “Administration Obligations”). The Members’ shares of such expenditures shall be the percentages in Exhibit C. Any Authority personnel necessary to the execution of the undertakings contained herein shall be retained and appointed pursuant to the Authority’s bylaws.

Subject to the provisions of Section 6, upon notice from the Authority that a Member has not made its Administration Obligation or Water Treatment Obligation payment in full, each other Member shall promptly pay to the Authority as additional Administration Obligation or Water Treatment Obligation payments its pro rata share (based on its percentage of the total amount due from Members (other than the defaulting Member) under the first paragraph of this subsection (a)) of the defaulted amount, except that no Member shall be obligated to pay more than 150% of the amount due from it under the first paragraph of this subsection (a). Such payments shall not affect the obligations of the defaulting Member; and if defaulted amounts are subsequently received or collected from the defaulting Member, such amounts (including interest thereon) shall be paid to the Members making up the defaulted amounts based on their respective percentages thereof. It is anticipated that Exhibit A will be revised in connection with each, if any, expansion of the Water Treatment Plant, or improvement impacting the capacity thereof, after the date hereof.

(b) (i) Except as provided in the following paragraph, each Member shall pay, within 30 days of receiving an invoice therefor from the Authority, its percentage as indicated in Exhibit B of any amounts due from the Authority (net of any amounts prepaid by such Member and any PFAS Claims Proceeds used to pay debt service pursuant to Section 7 hereof) to the holders, or the trustee for such holders, of the Revenue Bonds, including, without limitation, amounts due for debt service and debt service reserve fund maintenance with respect to the Revenue Bonds; and (ii) if any Member fails to pay in full the amount owed by it under clause (i), each Member shall pay, subject to the provisions of Section 6, within 30 days of receiving an invoice therefor from the Authority, each Member’s pro rata share (based on the percentages in Exhibit B, excluding the percentage for the defaulting Member) of the defaulted amount, except that no Member shall be obligated to pay more than 150% of the amount due from it under clause (i) (collectively, the “Debt Service Obligations”). Notwithstanding the foregoing, upon request of any Member and approval by the Authority, the Authority may pay, from its existing fund balance, such Member’s Debt Service Obligations. Any amounts so paid by the Authority shall be repaid by such Member to the Authority upon such terms (including interest rate and repayment dates) as shall be agreed to by such Member and the Authority.

Any Member shall be excused in whole or in part from the Debt Service Obligations described in clause (i) above (1) with respect to any series of Revenue Bonds other than the 2025 Note, to the extent that it provides to the Authority an amount equal to its share (based on the proposed percentages for Exhibit B) of the costs (other than expected issuance costs and debt service reserve fund and capitalized interest funding) otherwise to be financed by that series of Revenue Bonds, and does so at least two months before the scheduled issuance of those Revenue Bonds and (2) with respect to the 2025 Note, to the extent that it provides to the Authority available funds, or delivers to the Authority PFAS Claims Proceeds, to be used to pay all or a portion of its share of the 2025 Project to be financed with the 2025 Note and does so prior to the earlier of the completion of the 2025 Project and 30 days following receipt of the final budget for the 2025 Project from the Authority. In each such case, the other Members’ Exhibit B percentages shall be adjusted accordingly. It is anticipated that Exhibit B will be revised with each, if any, issuance of Revenue Bonds after the date hereof.

The Authority shall promptly provide notice to each Member of any defaults, events of default, determinations of taxability, optional or mandatory redemptions, interest rate conversions and other material changes relating to the terms of the Revenue Bonds.

(c) Each Member shall pay to the Authority, within 30 days of receiving an invoice therefor from the Authority, its respective share of the capital costs of the 2016 Expansion, the 2025 Expansion and the 2025 Improvements (collectively, the "Expansion and Improvement Obligations") based on the percentages indicated in Exhibit D to the extent not financed with Revenue Bonds. Notwithstanding the foregoing, upon request of any Member and approval by the Authority, the Authority may pay, from its existing fund balance, such Member's respective share of the capital costs as described in this subsection. Any amounts so paid by the Authority shall be repaid by such Member to the Authority upon such terms (including interest rate and repayment dates) as shall be agreed to by such Member and the Authority.

(d) Exhibits A, B, C and D represent (and any future amendments thereto will represent) a good faith effort by the parties to allocate the Water Treatment Obligations, Administration Obligations, Expansion and Improvement Obligations and Debt Service Obligations (collectively, the "Payment Obligations") fairly among the Members based on their present and expected future requirements for treated water from the Authority and their long-term benefits from the improvements to and expansions of the Water Treatment Plant. The Authority shall determine all amounts referred to above in this Section 2 and shall give timely notice thereof to the Members.

(e) Each Member shall budget for and appropriate amounts sufficient to satisfy its Payment Obligations (subject to the limitations imposed by Section 3). Except as provided in Section 3, the Payment Obligations shall be absolute, unconditional and irrevocable and shall be performed strictly in accordance with the terms hereof and without abatement or reduction under all circumstances whatsoever, including whether or not any facility of the Authority is completed, operable or operating and notwithstanding the suspension, interruption, interference, reduction or curtailment of the output of any such facility or the treated water contracted for, and that such obligations shall not be subject to any reduction, whether by offset or otherwise, and shall not be conditioned upon the performance or nonperformance of the Authority or any Member under this Agreement or any other instrument. Amounts not paid when due shall bear interest until paid at any interest rate to be determined from time to time by the Authority; provided, however, that such interest rate shall not exceed 5.00% per annum.

3. Limited Nature of Payment Obligations. Each Member shall satisfy its Payment Obligations from its revenues (the "Water and Sewer Revenues") from the operation of its water system and its sanitary sewer system ("Water and Sewer System"), if it has one; or if such revenues are not sufficient therefor may satisfy its Payment Obligations from any moneys except moneys derived from any exercise by the Member of its taxing powers. The Payment Obligations are unsecured limited obligations and do not constitute or result in any direct or indirect pledge of the taxing power of the Members.

4. Generation and Protection of Member Water and Sewer Revenues. Each Member has not pledged or encumbered and will not pledge or encumber its Water and Sewer Revenues or if it has or does, any such pledge or encumbrance will apply only to Water and Sewer

Revenues remaining after payment of its Water and Sewer System current expenses, expressly including its Payment Obligations. Each Member (other than the County of Randolph, so long as it does not have a Water and Sewer System) shall operate its Water and Sewer System as one or more enterprise funds and charge rates and fees such that sufficient Water and Sewer Revenues are generated to pay all costs of operating and financing its Water and Sewer System and satisfying its Payment Obligations. So long as it does not have a Water and Sewer System, the County of Randolph shall maintain unencumbered revenues derived from sources other than exercise of its taxing powers sufficient to satisfy its Payment Obligations.

5. **Other Covenants.** The parties will not take any action, fail to take any action or permit any action to be taken that would jeopardize the exemption of interest on the Revenue Bonds from gross income for federal income tax purposes (unless such Revenue Bonds were not intended to be federally tax-exempt when issued). The Authority shall:

(a) comply with the provisions of the documents pursuant to which the Revenue Bonds are issued;

(b) make all its records, documents and facilities available to the Members for inspection;

(c) use its best reasonable efforts to deliver treated water to the Members at the times and in the amounts requested by the Members, subject to the limits described in Section 1;

(d) provide each Member with sufficient opportunity to review and comment on any Water Treatment Plant expansion or related capital improvement project undertaken by the Authority, and that the cost of any of such capital project will be allocated among the Members in an equitable manner based on the respective benefits received by each Member in the manner provided in Section 2(d) hereof;

(e) provide each Member with sufficient opportunity to review and comment on the Authority's annual operating and capital improvements budgets prior to adoption by the Authority; and

(f) periodically assess the total reservoir safe yield of the Water Treatment Plant and, following each such assessment, (i) revise Exhibit C so that each Member's Total Reservoir Safe Yield Finished Water Allocation shall correspond to the product of such Member's ownership percentage and the updated total reservoir safe yield and (ii) make any other necessary adjustments to this Agreement.

Any increase in the total reservoir safe yield pursuant to Section 5(f) shall be exclusively for the benefit of the Members.

6. **Remedies; Assuming Rights of Defaulting Members; Third Party Beneficiaries.** The parties acknowledge that they may have no adequate means to protect their rights under this Agreement other than by securing an injunction (i.e., a court order prohibiting a Member from violating this Agreement). The parties may enforce this Agreement by obtaining a preliminary and permanent injunction and any other appropriate equitable relief in any court of competent jurisdiction. The parties acknowledge that termination of rights of a defaulting Member

hereunder and the recovery of damages will not be an adequate means to redress a breach of this Agreement, but nothing in this Section shall prohibit the parties from pursuing any remedies in addition to injunctive relief, including termination of rights hereunder and recovery of damages. If a Member's rights hereunder are terminated due to default, other Members may assume all or any portion of the defaulting Member's rights to receive treated water by assuming its Payment Obligations hereunder with respect thereto; but the defaulting Member's obligations hereunder shall not be altered thereby, except to the extent that the defaulting Member's obligations have been actually discharged by other Members. If demand from Members exceeds the amount made available by the default, requesting Members' rights shall be pro rata based on their respective Treated Allocations in Exhibit A. The holders of the Revenue Bonds, credit enhancers with respect to the Revenue Bonds, and the trustee for such holders shall be third party beneficiaries of this Agreement.

7. **PFAS Claims.** The Authority and some or all of the Members are or may become involved in litigation and other disputes or claims concerning PFAS and other emerging compounds (collectively, the "PFAS Claims"). Each Member hereby acknowledges and agrees that, notwithstanding delivery of any such proceeds to such Member, proceeds resulting from the settlement or other disposition (each a "PFAS Settlement") of PFAS Claims related to the Authority's source water and water treatment facilities (the "PFAS Claim Proceeds") are the property of the Authority and shall be paid and delivered to the Authority. Each Member hereby covenants that it shall immediately deliver any PFAS Claim Proceeds it receives to the Authority. The Authority shall use any PFAS Claim Proceeds to pay, as required by the applicable PFAS Settlement, costs of the 2025 Improvements and operating costs related to PFAS remediation, and such amounts shall be credited against payments required to be paid by the Members pursuant to Section 2 hereof. Notwithstanding the foregoing, any PFAS Claim Proceeds received after the completion of the 2025 Improvements, and required by a PFAS Settlement to be used to pay costs of the 2025 Improvements, shall be used to pay debt service on any Revenue Bonds used to finance the 2025 Improvements and such amounts shall be credited against payments required to be paid by the Members pursuant to Section 2(b) hereof.

8. **Amendments.** This Agreement may be amended or terminated by the parties in a writing, which shall be executed by all parties, and may not be amended (except as contemplated herein) in any way that would have a material adverse effect on the interests of the holders of the Revenue Bonds. The parties anticipate amending this Agreement from time to time as described herein.

9. **Relation to 1987 Agreement, the 2007 Agreement and the 2016 Agreement.** This Agreement amends and restates the 1987 Agreement, the 2007 Agreement and the 2016 Agreement in their entirety and the provisions of the 1987 Agreement, the 2007 Agreement and the 2016 Agreement are hereby replaced by this Agreement and are no longer in effect.

10. **Term. Rights of Members Upon Termination.**

(a) This Agreement shall terminate and all rights and obligations hereunder shall cease 50 years after the date hereof.

(b) It is hereby acknowledged by the parties that the assets of the Authority, including, without limitation, the Randleman Dam, marina and boat launch facilities, the Water Treatment Plant and related transmission facilities, and the land associated therewith, have been funded by contributions and payments made by the Members pursuant to this Agreement, the 2016 Agreement, the 2007 Agreement and the 1987 Agreement. As such, the Members of the Authority are entitled to, and are deemed to own, an equitable interest in such assets and revenues of the Authority pro rata based on each Member's overall percentage allocation of the cost of such assets. Upon expiration or termination of this Agreement, the Authority shall not sell, lease, encumber, or otherwise transfer any rights or interests in or to any of the Authority's assets, including, without limitation, the Randleman Dam, marina and boat launch facilities, the Water Treatment Plant and related transmission facilities, or any rights in or to the output or capacity of the same, without the prior written consent of at least two-thirds of the Members. The provisions of this Section shall survive the expiration and termination of this Agreement. Nothing in this Section shall be construed as limiting the right of the Authority to convey or encumber its assets prior to the termination of this Agreement.

11. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

12. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

13. **Applicable Law.** This Agreement shall be governed by and be construed in accordance with the laws of the State of North Carolina.

14. **Miscellaneous.** This Agreement constitutes the entire agreement among the parties as to the matters addressed herein and binds each of their successors and assigns. Neither this Agreement, nor any rights hereunder, may be assigned to any party hereto without the prior written consent of each of the other parties hereto; provided, however, that the Authority may assign its rights under this Agreement to any trustee for the Revenue Bonds as security therefor without consent of the Members. No waiver of any breach of this Agreement shall be construed as a waiver of any subsequent breach.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and attested by their properly authorized officials and their seals affixed, all on the first day of January, 2025.

**PIEDMONT TRIAD REGIONAL WATER
AUTHORITY**

ATTEST:

By: _____
Chairman

Secretary

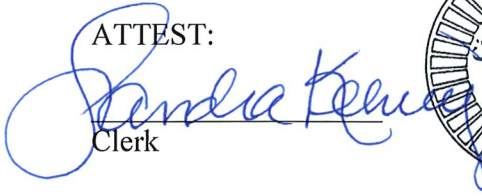
This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer, Piedmont Triad Regional Water Authority

[Signature page – 2025 Amended and Restated Joint Governmental Agreement]

CITY OF HIGH POINT, NORTH CAROLINA

ATTEST:


Clerk




Mayor

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


Finance Officer, City of High Point, North Carolina

[Signature page – 2025 Amended and Restated Joint Governmental Agreement]

6. The Authority is hereby authorized to rely upon the certifications set forth herein in rendering the certifications to be made by the Authority in connection with the issuance of the Note. The undersigned hereby acknowledges that such certifications are being made to assist the Authority in evidencing compliance by the Authority with the requirements of the Internal Revenue Code so that interest on the Note will not be included in the gross income of the owner thereof for purposes of federal income taxation, provided, however, the City makes no representation with respect to the sufficiency of the contents herein for purposes of Section 103 of the Code or with respect to the treatment of the interest on the Note as excludable from gross income for federal income tax purposes.

WITNESS MY HAND this 22nd day of January 2025.

CITY OF HIGH POINT, NORTH CAROLINA

By:



Financial Services Director

[insert letterhead]

January __, 2025

City of High Point, North Carolina
High Point, North Carolina

Piedmont Triad Regional Water Authority
Randleman, North Carolina

Truist Commercial Equity, Inc.
Charlotte, North Carolina

Re: Amended and Restated Joint Governmental Agreement dated as of January 1,
2025

Ladies and Gentlemen:

I have represented the City of High Point, North Carolina (the “City”) in connection with the City’s authorization, execution and delivery of the Amended and Restated Joint Governmental Agreement dated as of January 1, 2025 (the “Interlocal Agreement”), among the City, the Piedmont Triad Regional Water Authority (the “Authority”), the City of Archdale, North Carolina, the City of Greensboro, North Carolina, the Town of Jamestown, North Carolina, the County of Randolph, North Carolina and the City of Randleman, North Carolina.

In connection with this opinion, I have examined a copy of the resolution adopted by the City Council for the City on December 16, 2024 (the “Resolution”), approving the execution and delivery of the Interlocal Agreement by the City (among other matters) and copies of such other documents and considered such matters of law and fact as I, in my professional judgment, have deemed appropriate to render the opinions contained herein.

In rendering the opinions contained herein, I have assumed, among other things: the legal capacity of all natural persons; the genuineness of all signatures not signed in my presence; the authenticity of all documents submitted to me as originals; that all documents submitted to me as copies conform with the originals thereof; the regularity and completeness of the City’s minutes and other records; that the Interlocal Agreement fully states the agreement between the parties thereto; and that the Interlocal Agreement constitutes the legal, valid and binding obligation of the parties thereto other than the City, enforceable against those parties in accordance with its terms.

The opinion set forth herein is limited to matters governed by the laws of the State of North Carolina, and no opinion is expressed herein as to the laws of any other jurisdiction. I express no opinion concerning any matter respecting or affected by any laws other than laws that

a lawyer in North Carolina exercising customary professional diligence would reasonably recognize as being directly applicable to the City.

Based upon and subject to the foregoing and the further limitations and qualifications hereinafter expressed, it is my opinion that:

1. The City has duly adopted the Resolution.
2. The City has duly authorized the execution, delivery and performance of its obligations under the Interlocal Agreement by all necessary action on its part.
3. The City has duly executed and delivered the Interlocal Agreement.
4. The Interlocal Agreement constitutes the legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms.

The opinions expressed above are subject to the following qualifications and limitations:

A. Enforcement of the Interlocal Agreement is subject to the effect of applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium and similar laws affecting the enforcement of creditors' rights generally.

B. Enforcement of the Interlocal Agreement is subject to the effect of general principles of equity (regardless of whether considered in a proceeding in equity or at law) by which a court with proper jurisdiction may deny rights of specific performance, injunction, self-help, possessory remedies or other remedies.

This opinion letter is delivered solely for your benefit in connection with the Interlocal Agreement and may not be used or relied upon by any other person or for any other purpose without my prior written consent in each instance. My opinions expressed herein are as of the date hereof, and I undertake no obligation to advise you of any changes of applicable law or any other matters that may come to my attention after the date hereof that may affect my opinions expressed herein.

Very truly yours,

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Contract with Inspire Placemaking Collaborative, Inc.

FROM:
Planning & Development

MEETING DATE:
December 16, 2024

PUBLIC HEARING:
No

ADVERTISED DATE/BY:

ATTACHMENTS:

1. HighPoint_Approach
 2. Bid Recommendation Form
-

PURPOSE: To update the City of High Point Development Ordinance to ensure it is consistent with the High Point 2045 Comprehensive Plan.

BACKGROUND: City Council authorized creation of a comprehensive plan in 2022. A 23-member Steering Committee comprised of a cross-section of the community guided the process for creation of the plan. Numerous community outreach sessions were held with various stakeholders and the general public over the course of the project to gather input on the desired community vision, core values, priorities, preferred growth scenario and strategic initiatives. On May 6, 2024, the City Council adopted the High Point 2045 Comprehensive Plan as recommended by staff, the Steering Committee and the Planning & Zoning Commission.

The High Point 2045 Comprehensive Plan established implementation timelines for the strategic initiatives to be undertaken to achieve the community's vision for growth and development. Updating the Development Ordinance is one of the most critical steps toward implementing the growth framework and the associated activity centers and other place types.

The City solicited proposals to update the Development Ordinance through a Request for Proposals (RFP) and received four proposals on September 26, 2024. Upon evaluation by City staff, Inspire Placemaking Collaborative Inc. was selected as the lowest responsible, responsive bidder.

BUDGET IMPACT: Funds are available in the FY 2024-25 budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a contract with Inspire Placemaking Collaborative Inc. in the amount of \$253,560 to update the City's Development Ordinance to ensure consistency with the High Point 2045 Comprehensive Plan and to authorize the appropriate City Official(s) to execute all necessary documents.

UPDATED APPROACH (11/26)

NOT TO EXCEED COST:

The scope as described below is not to exceed \$253,650 in cost. Task 5.2 is an optional \$18,000 task the City may opt into, which is included in the overall not-to-exceed cost. A price schedule of additional visits at the end of the document are for visits not included in the not-to-exceed cost, and require authorization through separate action.

PHASE 1: INITIATION [Month 1]

Task 1.1: Kick-Off Meeting

To provide the highest quality product to the City of High Point, we will facilitate a kick-off meeting to clarify the project management, schedule, and deliverables prior to initiating work for the Development Ordinance update. This meeting may include Planning & Development and administrative staff, as well as any other key staff relevant to the ordinance update. This meeting will be an opportunity to discuss the scope, schedule, and overall goals for the project; establish preferred communication channels and organizational responsibilities; and identify a community engagement strategy and schedule.

Task 1.2: Recurring Meetings

Inspire values transparency and constructive conversations with our clients. Therefore, in addition to the initial kick-off meeting, we propose to facilitate virtual bi-weekly meetings with planning staff. At these meetings, Inspire will update High Point staff on the progress of the project and staff will have the opportunity to provide feedback and ask questions. We may also invite other City staff to these meetings as necessary to discuss technical aspects of the code. We will establish the schedule for these recurring meetings at the initial kickoff meeting.

Task 1.3: Branding

Our team includes inhouse graphic designers who will develop a unique project brand and identity to use throughout the planning process. Our team will work with High Point staff to develop a brand that accurately reflects the City and the goals of the project. We will use this branding on communication and marketing materials, community engagement websites and materials, and on final deliverables. We understand that High Point just recently completed the High Point 2045 Comprehensive Plan. Our team can implement a design for the development ordinance update that complements the branding of the Comprehensive Plan but has its own unique identity to differentiate the projects.

Task 1.4: Pop-Up Events or Community Visits

A successful planning project is one that keeps the public informed and doesn't have surprises. Introducing citizens to the project in a relaxed way is a great opportunity to keep them in the loop and engaged throughout the process. In an effort to meet High Point residents where they are,

Inspire proposes to participate in three or four local events or festivals or similar local touchpoints. Community visits scheduled specifically for us to interface with members of the community (meeting with a particular interest group, speaking to high school students in a government class, presenting at a chamber of commerce or rotary, or faith based community group, etc) may be substituted for pop-up events as desired. These "popup events" and "community visits" would be informal to inform community members of the project, drive them to visit the project website (further described in Task 3) and garner feedback in a relaxed and fun environment. Inspire will provide digital versions of material used for these pop-up events and community visits that can then be printed by staff or volunteers to provide a presence at additional local events.

Phase 1 Deliverables:

- Kick-Off Meeting
- Written summary of kick-off meeting
- Schedule of community engagement events
- Schedule of recurring meetings
- Project brand and related marketing materials
- Pop-up or community visit digital materials

PHASE 2: REVIEW & ASSESSMENT [Months 2 through 4]

Task 2.1: Literature Review of Existing Documents

Inspire will perform a comprehensive literature review of all relevant planning documents to ensure that the updated High Point Development Ordinance aligns with the City's current goals and ordinances, and all applicable State and Federal regulations. Such documents may include the High Point 2045 Comprehensive Plan, 2017 Pedestrian Plan, 2019 Complete Streets Manual, the City's small area plans, identified nonprofit or city plans such as the Southwest Mill District Area Plan, if available, and/or any other relevant planning documents provided by staff.

Task 2.2: Assessment Report of Relevant Documents

The principal purpose of this project is to align the development ordinance with the High Point 2045 Comprehensive Plan. Therefore, while reviewing relevant planning documents, the Inspire team will create a matrix to identify, section-by-section, how we will update the regulatory documents to ensure consistency with other City documents. The matrix will also identify proposed new or modified districts and [required documents.

Phase 2 Deliverables:

- Written literature review report
- Assessment matrix

PHASE 3: COMMUNITY ENGAGEMENT [Months 1 through 11]

Inspire understands that a meaningful community engagement process is essential to building trust within the community, keeping the community informed of project details, and gathering feedback that will inform the content of the updated development ordinance. We also understand that High Point recently completed a thorough community engagement process for the Comprehensive Plan, which included over 20 open houses and drop-in information sessions for citizens. In turn, Inspire will ensure that we do not duplicate engagement efforts or contribute to “engagement fatigue” by creating a fun, unique, and specific community engagement strategy for the development ordinance update.

Task 3.1: Project Website

Inspire has substantial experience in providing branded project websites that both inform and engage residents, allowing residents to interact with the planning process at a time that is convenient for them. We will utilize Social Pinpoint, an online engagement platform, throughout the development ordinance update process. This platform is customizable to High Point’s needs and has a variety of interactive tools to implement, including surveys, discussion forums, interactive maps, and more. Our team can also upload project documents and summaries to Social Pinpoint to keep residents informed throughout the planning process. If requested, we can provide regular reports of Social Pinpoint data and feedback received.

Task 3.2: Steering Committee and User Group (Five Meetings Proposed in Phase 3)

Prior to the Kick-off Meeting, Inspire asks that the City identify candidates for two advisory entities, a Steering Committee and a User Group. In an effort to capture the voices of all residents, a Steering Committee should include members from a diverse cross section of High Point’s community. Members might include property owners, business owners, developers, community leaders, and anyone else the City feels will foster a productive planning process. They should be willing to be highly engaged in the development ordinance update process and be able to provide thoughtful feedback. They may also act as ambassadors for the process and we will work with them to identify ways to engage disenfranchised residents.

A User Group should include representatives of City departments and divisions that have a connection to administration of the development ordinance but that are not necessarily involved in the core project group primarily pulled from Planning & Development (such as community development & housing, parks & recreation, the TRC, and the Fire Marshall’s office), and could include representatives of neighboring jurisdictions as a courtesy.

Our Planning team has extensive experience working with steering committees in fast-growing communities and has a proven track record of successful facilitations. This Committee serves an incredibly important role in the process as a citizen advisory group that will help guide our team on the goals for the project.

At the Kick-off Meeting, Inspire and City staff will finalize the Committee and identify a date and time for an initial Committee meeting. User Group meetings will be the same day as Steering Committee meetings and cover the same general items or sections of ordinance. The initial meeting for each body will be in-person and a member of the Inspire team will facilitate it. This meeting will introduce the Committee (and Group) to the update process and we will discuss the roles in the process. Inspire will lead an initial discussion on the opportunities and challenges that the update should address.

At later meetings, we have the opportunity to discuss specific issues, such as expanded housing types, urban design, parking, incentive programs, and more as identified in the review and assessment phase. A sixth steering committee meeting will be to review the draft prior to review by the public at the final workshop, both of which will be part of Phase 4.

Three-day Embedded Community Visits (2)

Aligned with two of the Steering Committee and User Group meetings, Inspire will share information more broadly across the High Point community. Over the course of the visit, in addition to leading the Steering Committee and User Group meetings, Inspire will hold public information sessions (Task 3.3), provide joint or separate briefings for the City Council and Planning Commission (Task 3.4), and/or meet with different stakeholder groups or forums. The same stage of work will be the subject of all meetings during these visits, with the general expectation the presentations contribute toward updating the community about project progress and any available drafts, Tasks 3.3 & 3.4 anticipate each visit include a public information session and joint Council/Planning Commission workshop, however it will be the responsibility of staff to schedule these events or alternative activities using the three days. Inspire will work with staff to identify potentially valuable avenues for feedback.

Task 3.3: Public Information Sessions (2)

This task accounts for one of the expected elements of the Three-day Embedded Community Visits described above.

Task 3.4: Joint Council / Planning Commission Workshops (2)

This task accounts for one of the expected elements of the Three-day Embedded Community Visits described above.

Task 3.5: Public Open Houses (2)

The Inspire team will facilitate two public visioning open houses. We will prepare several activities and boards to engage community members and solicit feedback on specific topics, such as preferences on housing types, urban design, and open space. The information collected at this public open house will inform the content of the updated development ordinance. We will hold these open houses at a central location and for a period of at least three hours in order to capture the most attendance possible. Our in-house graphic design team will create materials to advertise these open houses and our team will then work with the City and Steering Committee to distribute these materials to the community.

Examples of activity stations may include:

Station 1: Greeters

We will create a sign-in sheet for attendees to provide their contact information. One of our team members will greet community members and explain the organization of the room, though all present Inspire staff will be available to clarify activity instructions or answer questions. We will also provide children's activities because we encourage all members of the community to attend and participate in this open house.

Station 2: Tell us where you live, work, shop, and play!

This station will include a blank map of High Point for attendees to indicate where they live, where they work, where they shop, and where they participate in recreational activities using colored stickers. This station will help our team understand where High Point residents spend their time and will identify where development standards and uses may need updating.

Station 3: Development and Design Standards

This activity allows people to rank their preferences regarding development standards including landscaping, setbacks, design, open spaces, and parking. This exercise can help identify the overall look of the community as identified by the public.

Station 4: Use Preferences

In this activity, the team will ask participants what kind of land uses they would like to see in High Point by placing colored stickers on a board under topics. We can also ask about specific uses, such as expanded housing types. Feedback from this activity will help Inspire update the use table in the ordinance.

Station 5: Idea Wall

Inspire will post a prompt for participants to contribute to what they see as their vision for the next 20 years for the City of High Point. This activity will help guide the overall vision for the ordinance update.

Phase 3 Deliverables:

- Social Pinpoint (SP) Website
- SP data analysis reports as requested
- Four Steering Committee meetings
- Two Public Open Houses
- Written summaries of Steering Committee meetings and open houses

PHASE 4: DRAFT ORDINANCE & MAP [Months 5 through 16]

Task 4.1: Draft Development Ordinance Document and Zoning Map

Inspire will begin drafting sections of the development ordinance based on the assessment and review from Phase Two and community feedback from Phase Three. We have found that the most efficient way to facilitate the rewrite of each section of the development ordinance is through logical “blocks” or “modules” which are then given to staff for review. This ordinance is by its nature a lengthy document and splitting into modules adds efficiency to staff review, limiting the volume that must be reviewed at once, and it allows drafting to move forward on the second module during review of the first. The split is temporary. We will combine the modules back into the complete UDO for adoption and use. As the code changes become more definitive, we will develop a draft map to identify areas that may need rezoning along with a comparative analysis of the resulting changes and the impact on properties. We will work with Staff to prepare a GIS zoning map that is consistent with the Future Land Use Map.

Task 4.2: Project Testing

We test our codes and regulations on real world applications to ensure that we are providing our clients with a highly functioning, user-friendly code. This approach builds trust with the development community, as well as civic leaders, as they recognize our goal is to provide robust, creative regulations that are easily interpreted and applied. An example we have used previously is to review projects that are both desirable and undesirable to understand how the regulations affect the ultimate development in both scenarios. This process allows us to modify regulations as needed to result in the preferred built condition. We will test up to three projects.

Task 4.3: Final Steering Committee Meeting

After staff reviews the final document, we will hold a fifth Steering Committee meeting to review the draft with the committee.

Task 4.4: Public Unveiling Workshop

Inspire will unveil the draft to the public at a workshop. This workshop will include a PowerPoint of the major changes with an opportunity to discuss and comment.

Task 4.5: Virtual Work Sessions (4)

Inspire will work with the core staff project team and any other invited staff to walk through key aspects of ordinance drafts. Four two-hour sessions will be held at mutually agreed times in the drafting process.

Phase 4 Deliverables:

- Final draft Development Ordinance
- Updated draft zoning map
- Testing of up to three projects
- Steering Committee report
- Public workshop presentation

PHASE 5: ADOPTION [Months 17 -19]

Task 5.1: Recommendation & Adoption Meetings

Inspire will present the final draft to High Point's Planning & Zoning Commission for a recommendation and to the City Council for adoption. This presentation will include a PowerPoint slideshow describing major changes, any zoning map amendments, and a summary of public engagement.

Task 5.2 Adopted Ordinance Enhanced Formatting (Optional)

Inspire will deliver a high quality PDF document of the development ordinance with cross reference links, enhanced visibility of in-text definitions and pop up details as well as all Word, InDesign, GIS, image, and model documents used in production. This optional task is \$18,000 if the City elects to use it, which is included in the not-to-exceed amount.

Phase 5 Deliverables:

- Updated Zoning Map
- Public presentation
- Final adopted Development Ordinance in PDF and web-based formats
- Enhanced PDF with pop up detail functionality

PHASE 6: IMPLEMENTATION TOOLS [Months 18-20]

Task 6.1 Develop Application Forms

Inspire will work with staff to identify applications that are a part of the development guide (or available on buildhighpoint.com) that need to be updated to match the standards of the new development ordinance. Inspire will produce needed revised checklists and applications as pdfs.

The pdfs will be functional “fillable forms” that can be typed into on a computer, but Inspire will not connect the fields to any online database or automated online submission system. The applications and checklists will reflect a uniform brand that matches the development ordinance.

Task 6.2 Staff Report Template

Inspire will generate a staff report template for development orders that addresses the needs of the review and decision making bodies of the development process, appears visually consistent with the new zoning ordinance application forms, and clearly connects to the development ordinance.

Task 6.3 Format Development Guidebook

Inspire will revise the full Development Guidebook building on recent efforts. The Development Guidebook will be visually and substantially consistent with the updated development regulations.

Phase 6 Deliverables:

- Updated Application Forms
- Updated Staff Report Template
- Reformatted Development Guidebook materials

Additional Visits – Schedule of fees for additional visits to the City and related work not a part of the initial not-to-exceed contract

Throughout the process the City may determine a need or desire for additional meetings to dive deeper into a subject or topic, or to address an emerging issue. Through the term of the project upon mutual agreement Inspire will provide additional meetings of the following types per specific-type rates. These additional meetings are not included in the not-to-exceed total and require separate authorization.

AV1 Embedded Community Visit

This additional visit type accounts for a level of interaction in the other Embedded Community Visits – Steering Committee/User Group, Public Information Session, and Joint Council/Planning Board Workshop, or similar activities attended by multiple Inspire professionals scheduled over 3 days. An additional AV1 Visit is \$15,000.

AV2 Steering Committee/User Group and Public Planning Board or City Council Meeting

This additional visit type accounts for attendance at a Steering Committee/User Group meeting pair and Public Meeting of the City Council, Planning Board or a joint meeting. The AV2 Visit occurs over 2 consecutive days. An additional AV2 Visit is \$7,000.

AV3 In-Person Attendance at a Single Public Planning Board or City Council Meeting

This additional visit type accounts for travel and labor for attendance at a single additional board or council meeting without additional activities. An additional AV3 Visit is \$2,500.

PHASES & TASKS	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15	Month 16	Month 17	Month 18	Month 19	Month 20
PHASE 1 INITIATION																				
Task 1.1 Kick off meeting with Staff	▲																			
Task 1.2 Bi-weekly Meetings with Staff		▲	▲	▲	▲	▲	▲	▲	▲	▲	▲	▲	▲	▲	▲	▲	▲	▲	▲	▲
Task 1.3 Branding		■																		
Task 1.4 Pop-Up Events or Community Visits		▲	▲	▲	▲ (Representative, up to 4 total over project)															
PHASE 2 REVIEW & ASSESSMENT																				
Task 2.1 Literature Review		■	■	■	■	■														
Task 2.2 Assessment Report				■	■	■	■													
PHASE 3 COMMUNITY ENGAGEMENT																				
Task 3.1 Project Website		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Task 3.2 Steering Committee and User Group Meetings(5)				▲			▲		▲		▲		▲ (Representative, 5 durring review, assessment, and drafting at key milestones)							
Task 3.3 Public Information Sessions (2)								▲				▲ (Representative, matching 2 Steering Committee and User Group Meetings)								
Task 3.4 Joint Council /Planning Commission Workshops (2)								▲				▲ (Representative, matching 2 Steering Committee and User Group Meetings)								
Task 3.5 Public Open House s (2)				▲	▲ (Representative, 2 prior to or early in the drafting process)															
PHASE 4 DRAFT ORDINANCE & MAP																				
Task 4.1: Draft Development Ordinance Document and Zoning Map					■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Task 4.2: Project Testing													■	■	■	■	■	■	■	■
Task 4.3: Final Steering Committee															▲					
Task 4.4 Workshop to unveil to the public								▲								▲				
Task 4.5: Virtual Work Sessions (4)					▲		▲		▲	▲ (Representative, up to 4 over total project, likely during drafting)										
PHASE 5 ADOPTION																				
Task 5.1: Planning Commission Recommendation & Council Adoption																		▲	▲	
Task 5.2 Adopted Ordinance Enhanced Formatting																		■	■	■
PHASE 6 IMPLEMENTATION TOOLS																				
Task 6.1: Develop Application Forms																		■	■	■
Task 6.2: Staff Report Template																		■	■	■
Task 6.3: Format Development Guidebook																		■	■	■
■ Staff Review ■ Inspire Production ▲ Event																				

BID RECOMMENDATION

DEPARTMENT: **Planning & Development Department**

COUNCIL AGENDA DATE: **December 16, 2024**

BID NO.: **RFP-07-092624** CONTRACT NO.: DATE OPENED: **9-26-24**

DESCRIPTION:

This RFP was solicited for an 18-month contract with a possibility of a two month extension for updating the City of High Point Development Ordinance (Ordinance). The Ordinance is the primary tool to help implement the 2045 Comprehensive Plan and the community's vision for growth and development.

PURPOSE:

Update the City of High Point Development Ordinance to ensure that it is consistent with the 2045 Comprehensive Plan.

COMMENTS:

RECOMMEND AWARD TO: **Inspire Placemaking Collaborative Inc.** AMOUNT: **\$253,650**

JUSTIFICATION:

The City received four responsive proposals on September 26, 2024. Upon evaluation by city staff, Inspire Placemaking Collaborative Inc was selected as the lowest responsible, responsive bidder.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
101521	527101			\$253,650
TOTAL BUDGETED AMOUNT				\$253,650

DEPARTMENT HEAD: **Sushil Nepal** Digitally signed by Sushil Nepal Date: 2024.11.22 16:56:42 -05'00' DATE: **11/22/2024**

The Purchasing Division concurs with recommendation submitted by the **Planning & Development Dept** **and recommends**
award to the lowest responsible, responsive bidder **Inspire Placemaking Collaborative Inc** **in the amount of \$** **253,650** **.**

PURCHASING MANAGER: **Candy E. Harmon** Digitally signed by Candy E. Harmon Date: 2024.12.03 08:31:36 -05'00' DATE: **12/3/2024**

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR: **Bobby Fitzjohn** Digitally signed by Bobby Fitzjohn Date: 2024.12.03 08:37:51 -05'00' DATE: **12/3/2024**

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

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Final Adjusting Change Order to Breece Enterprises, Inc.

FROM:
Robby Stone, Public Services Director,
Melinda King, Asst. Public Services
Director

MEETING DATE:
December 16, 2024

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
October 5, 2023 Purchasing

- ATTACHMENTS:**
1. Final Adjusting Change Order
 2. Soils Report
-

PURPOSE: The Public Services Department seeks approval of the Final Adjusting Change Order in the amount of \$111,809.06 associated with the Kensington Drive and Dovershire Place Improvements project.

BACKGROUND: This project involved stormwater improvements along Kensington Dr. and stream restoration along Payne Creek tributary. This contract was awarded to Breece Enterprises Inc. by City Council on February 5, 2024, in the amount of \$1,337,803.00. Except for plantings and landscaping, all storm improvements were completed October 18, 2024.

Change Order 1 was approved by city staff and encompassed additional work related to a sanitary manhole with an outside drop at Ashley Pl., additional rebar in the stormwater junction box top slab, and sanitary sewer manhole 1A relocation changes. Change Order 1 totaled \$20,294.93 and the contract amount was increased appropriately.

During installation of the 54-inch concrete pipe, 78-inch concrete pipe, headwalls, junction boxes, and related storm and roadway construction, two unutilized water services were discovered, as well as unsuitable soils within the surrounding area. The water services were appropriately abandoned. The soils encountered during construction contained too much moisture and soil compaction could not be achieved. Approximately 2.5" of rain was received in May 2024, 2.6" in July 2024, 2.8" in August 2024, and 2.0" in September 2024. The soils couldn't dry which resulted in 795.63

cubic yards of dry select soil material being used during the duration of this project.

BUDGET IMPACT: The new contract total will be \$1,469,906.99 and funds for this project are available in the FY 2023-2024 budget Stormwater Capital Projects Fund.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a Final Adjusting Change Order in the amount of \$111,809.06 for additional costs associated with the Kensington Drive and Dovershire Place Improvements stormwater project and authorize the appropriate City Official(s) to execute all necessary documents. This will bring the new contract amount to \$1,469,906.99.



UNDERGROUND UTILITY CONSTRUCTION
HIGH POINT, NC • Est. 1985

REQUEST NO.: 4
RE: FINAL ADJ. C.O.
DATE: 11/13/2024

REQUEST FOR CHANGE ORDER

PROJECT NAME: KENSINGTON DRIVE AND DOVERSHIRE PLACE IMPROVEMENTS
OWNER: CITY OF HIGH POINT
CONTRACTOR: BREECE ENTERPRISES, INC.

ORIGINAL CONTRACT VALUE: \$ 1,337,803.00
CHANGE ORDERS TO DATE: \$ 20,294.93
THIS CHANGE REQUEST: \$ 111,809.06
REVISED CONTRACT VALUE: \$ 1,469,906.99

CHANGE ORDER REQUEST SUMMARY

Breece Enterprises, Inc. is requesting a change order to cover extra costs incurred from repairing the existing water main on Kensington due to factors outside of our control.

On June 17, BEI crews hit an unmarked water service at 1242 Kensington Dr. and made a repair on the main. On June 25, BEI crews repaired an existing corporation stop that was leaking at 1246 Kensington Dr.

The pricing below includes costs associated with the above repairs. All other additional work associated with these changes to be paid under existing pay items as measured in the field, e.g., foundation conditioning material, select material, etc.

UNIT PRICE BREAKDOWN OF CHANGE ORDER

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
LABOR AND EQUIPMENT	5	HR	\$ 699.02	\$ 3,495.10
6" REPAIR BAND	2	EA	\$ 252.00	\$ 504.00
			TOTAL DIRECT COSTS:	\$ 3,999.10
			OVERHEAD & PROFIT 10%:	\$ 399.91
EXISTING WATER LINE REPAIRS	1	LS	\$ 4,399.01	\$ 4,399.01
ADDITIONAL SELECT MATERIAL	795.63	CY	\$ 135.00	\$ 107,410.05
			TOTAL AMOUNT:	\$ 111,809.06



ATLANTIC COAST ENGINEERING AND TESTING, INC.
8 LOCKHEED COURT GREENSBORO, N.C. 27409

PHONE: 336-664-5900

AC-6501

Extra
May 31, 2024

REPORT
OF
MOISTURE TESTS

PROJECT: Kensington Dr & Dovershire Pl, Stream Stabilization and Infrastructure Improvements, High Point, NC

CONTRACTOR: Breece Enterprises, Inc.

REPORT TO: City of High Point, NC

Attn: Mr. Allan Hicks

May 16, 2024

As requested an ACET representative performed moisture tests. Moisture contents are 22.7% and are approximately 11% over optimum moisture. Structural fill was not placed on the Structure 5-2 Junction Box.

INSPECTOR: D. Lovette

May 23, 2024

As requested an ACET representative performed moisture tests. Moisture contents are 19.9% and are approximately 8% over optimum moisture. Backfill soils excavated over existing sanitary sewer line near Sta. 13+00 were not reused as backfill material due to high moisture contents.

INSPECTOR: D. Lovette

ATLANTIC COAST ENGINEERING
AND TESTING, INC.

Darren Lovette RD1-3372

add

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Contract with Shaver Roofing Services, LLC

FROM:

Rooby Stone, Public Services Director,
Derrick Boone, Asst. Public Service
Director

MEETING DATE:

December 16, 2024

PUBLIC HEARING:

No

ADVERTISED DATE/BY:

October 18, 2024

ATTACHMENTS:

1. Bid Recommendation Form - Eastside Roofing Projects
 2. Bid 2006-112024 Eastside Roof
-

PURPOSE: To contract with Shaver Roofing Services, LLC for the replacement of the roofs on the Operations building and the solids building at the Eastside Wastewater Treatment Plant (WWTP).

BACKGROUND: The roofing for the Operations building and the solids building at the Eastside WWTP are in poor condition and need to be replaced. There are multiple leaks within each building. The scope of the project is for the removal and disposal of the existing roofing systems. The contractor will install new roofing systems per the specifications. There were four (4) contractors who submitted bids and Shaver Roofing Services, LLC was the lowest responsive bidder.

BUDGET IMPACT: Funds for this project are available in the 2024-2025 Budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a contract with Shaver Roofing Services, Inc. in the amount of \$103,795 for replacement of the roofs on the Operations building and Solids building at the Eastside Wastewater Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents.

BID RECOMMENDATION

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPEN:

DESCRIPTION:

Eastside WWTP Roof Replacement Projects

PURPOSE:

To hire a contractor to replace the roofing on the old administration building and the solids building at the Eastside Wastewater Treatment Plant (WWTP).

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

Lowest responsive bidder.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
621752	525101			\$58,895.00
621759	525101			\$44,900.00
TOTAL BUDGETED AMOUNT				\$103,795.00

DEPARTMENT HEAD: Digitally signed by Robby Stone
Date: 2024.11.20 16:52:48 -05'00' 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:

FINANCIAL SERVICES DIRECTOR: DATE:

Approved for Submission to Council

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

Bid Tabulation 11/20/24
City of High Point, North Carolina
Eastside Roof Projects
Bid 2006-112024

Contractor	MWBE	Addendum	Old Administration	Residuals Building	Total Bid
Shaver Roofing	Yes	Yes	\$ 58,895.00	\$ 44,900.00	\$ 103,795.00
Allied Roofing	Yes	Yes	\$ 67,675.00	\$ 45,220.00	\$ 106,585.00
Frizzell Construction Co Inc	Yes	Yes	\$ 65,000.00	\$ 51,000.00	\$ 116,000.00
Anson Exteriors	Yes	Yes	\$ 89,000.00	\$ 68,000.00	\$ 157,000.00

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Task Order with CDM Smith, Inc.

FROM:

MEETING DATE:

December 16, 2024

PUBLIC HEARING:

No

ADVERTISED DATE/BY:

N/A

ATTACHMENTS:

1. CDM Smith Scope of Services
-

PURPOSE: To contract with CDM Smith to perform Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP) updates for compliance with America's Water Infrastructure Act (AWIA) of 2018. The City has a master agreement for professional services with CDM Smith.

BACKGROUND: The Safe Drinking Water Act (SDWA) section 1433, which was amended by America's Water Infrastructure Act (AWIA) section 2013, requires community water systems (CWSs) serving more than 3,300 people to prepare or revise risk and resilience assessments (RRAs) and emergency response plans (ERPs) and to certify to the U.S. Environmental Protection Agency (EPA) that this work has been completed. CWSs must review, revise (where applicable), and recertify their RRA and ERP to EPA every five years from the original deadlines specified in the law.

The City of High Point completed and certified the risk and resilience assessments and emergency response plans in 2020. The scope of the project will be for CDM Smith to update the 2020 AWIA RRA and ERP performed for High Point and conduct a current assessment of the existing vertical and horizontal (above-ground and below-ground) assets as well as business enterprise and cybersecurity processes. CDM Smith will combine results from the previous RRA and ERP with any new information or changes to the systems since completion of the initial AWIA compliance cycle.

BUDGET IMPACT: Funds for this project are available in the FY 2024-2025 budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a task order with CDM Smith, Inc. in the amount of \$139,800 for professional engineering

services to perform Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP) updates and authorize the appropriate city staff or officials to execute all necessary documents.



4600 Park Road, Suite 240
Charlotte, North Carolina 28209
tel: 704-342-4546

November 25, 2024

Mr. Derrick Boone
Assistant Public Services Director
City of High Point
211 S. Hamilton Street
High Point, North Carolina

Subject: Compliance with America's Water Infrastructure Act (AWIA) of 2018
Proposal for Engineering Services

Dear Mr. Boone:

CDM Smith Inc. (CDM Smith) is pleased to submit this Proposal for Engineering Services to the City of High Point (COHP) for providing Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP) updates per the Background Section presented below.

A. BACKGROUND

The second compliance cycle for AWIA's RRA and ERP updates is approaching, requiring all water systems serving greater than 3,300 people to comply. COHP has requested support from CDM Smith in compliance with AWIA requirements and updating previously developed RRA and ERPs.

The overall goal of the project is to update the prior AWIA RRA and ERP performed and conduct a current assessment of the existing vertical and horizontal (above-ground and below-ground) assets as well as business enterprise and cybersecurity processes. CDM Smith will combine results from the previous RRA and ERP (completed by others) with any new information or changes to the systems since completion of the initial AWIA compliance cycle.

Potential changes that may impact RRA results include increased asset specific replacement costs, new hazards or critical assets that were not considered previously, or any mitigation activities or system changes implemented over the past five years. Updates to existing RRAs must be certified with the Environmental Protection Agency (EPA) by the deadlines included in **Table 1**. CDM Smith will provide the RRA to the COHP, who will be responsible for certifying the RRA with the EPA once the review and updates have been conducted. The ERP will then be updated to address findings of the RRA within six months following certification of the RRA.



Table 1 AWIA Round Two Deadlines

Population Served	RRA Update Certification Deadline	ERP Update Certification Deadline
≥100,000	March 31, 2025	September 30, 2025

CDM Smith's proposed scope of services to support COHP's AWIA compliance updates is detailed below.

B. SCOPE OF SERVICES

Task 1: Project Kickoff and Overall Project Management

This task will include an initial kickoff meeting to orient project team members to the project goals, structure of project execution and expectations from participants. The task also includes initial data reviews, project management duties, and overall coordination with the COHP for the project duration.

Task 1.1 Project Kickoff

CDM Smith will schedule an in-person project kickoff meeting with the COHP to review the project scope, deliverables, schedule, and other pertinent information related to the project. The meeting will include an overview of the initial AWIA RRA and ERP process and provide an opportunity for the team to discuss their experience during the initial AWIA RRA process to identify areas for improvement for this effort. Kickoff meeting minutes will be prepared by CDM Smith and distributed to attendees.

The following items will be discussed during the meeting:

- Identification of project participants and who should be involved in project meetings or workshops,
- Coordination of information flow and the approval process for the project.
- Request of any outstanding data or information gaps to support the RRA update.

Participants should include, but are not limited to, the key management and senior staff in the areas of safety and risk, communications, planning and engineering, finance, human resources, production, transmission/distribution, operations and maintenance, customer service, laboratory, electrical, process control and Information Technology (IT)/Operational Technology (OT). Field staff representation is also helpful on the RRA team.

Task 1.2 Project Management

CDM Smith will regularly coordinate with the COHP throughout the duration of the project.

Mr. Derrick Boone
November 25, 2024
Page 3

Task 1 Deliverables

- Project Kickoff Meeting Agenda
- Project Kickoff Meeting Minutes

Task 2: Data Gathering/Review of Existing Materials

Following the project kickoff, CDM Smith shall continue reviewing existing data and information from the previous RRA and ERPs. CDM Smith will also review other relevant data and information such as updated hazard mitigation plans and local emergency planning committee (LEPC) materials. Upon completion of initial data gathering, CDM Smith will provide a data gap questionnaire to populate. Potential data and information requests may include:

- Summary of infrastructure and operational changes over the past five years
- Updated incident reports (if any)
- Changes in personnel or contact information
- Information about any new mitigation activities implemented over the past five years

Information gathered during this task will be incorporated into CDM Smith's RRA Tool which is a Microsoft Excel based tool that follows the RAMCAP method in the AWWA J100 guidance. Updated threat-asset matrices will be developed under this task and further refined during workshops to be conducted as part of Task 3.

COHP shall be responsible for, and CDM Smith may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by COHP to CDM Smith pursuant to this Agreement. CDM Smith may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement. CDM Smith's scope of work does not include verifying COHP Provided Information for accuracy or completeness. CDM Smith shall be entitled to an adjustment in price and schedule to the extent that any corrective action in CDM Smith's Services arises out of inaccurate COHP Provided Information.

Task 2 Deliverables

- Data Gaps Questionnaire
- Updated Threat-Asset Matrix

Task 3: AWIA RRA Workshops

CDM Smith will facilitate two separate workshops (up to 4 hours each) that will be conducted virtually. Workshop participants should include leadership teams and subject matter experts from

appropriate departments. These half-day workshops are anticipated to take place after the CDM Smith team has completed initial data reviews of information gathered during Tasks 1 and 2.

At each workshop, management and engineering groups will review existing data and information and qualitatively conduct the initial updates to the RRA threat-asset pairings. Workshops will begin with a review of critical assets evaluated during the first AWIA RRA to confirm all critical assets throughout the water systems are being captured. It is during these workshops that new assets can be added, or old assets can be removed from the analysis.

The teams will also review existing vulnerabilities and potential worst-case consequence scenarios identified during the initial RRA and discuss potential revisions to previous assumptions. CDM Smith will prepare and distribute the agenda and updated threat-asset matrices prior to the workshops and will distribute draft minutes within two weeks of workshop completion. The deliverable from this workshop is a finalized risk matrix for “all-hazards” and critical assets which will provide the basis for updating the RRA that will be further evaluated in subsequent tasks.

Task 3 Deliverables

- Workshop Agenda
- Workshop Minutes
- Final Threat-Asset Matrix

Task 4: Risk Calculations and RRA Update

After the workshops, CDM Smith will update the risk calculations and RRA. This will be conducted within CDM Smith’s RRA Tool which is a Microsoft Excel based tool that follows the facilitated implementation of the RAMCAP method in the AWWA J100 guidance to calculate risk scores in a consistent manner using the data and information gathered under Tasks 1 through 3. The final product will include a draft and final RRA update report detailing the results.

Specific tasks during the assessment include:

- **Step 1** – Finalize updates to the asset and threat characterizations based on COHP priorities and information gathered during data collection and workshops to identify, rank, and record the critical assets. The goal of this step is to validate critical and high-consequence facilities/assets identified in 2020-2021 and the potential threats that may impact them. These “threat-asset pairs”, which are the focus of the RRA, may be revised to include additional threats or assets, or to remove threat-asset pairs as appropriate. The high-priority threat-asset pairs will move on to the Consequence Analysis, Vulnerability Assessment, and Threat Analysis stages described in Step 2.

- **Step 2** – In order to conduct the Consequence, Vulnerability, and Threat Calculations for high-priority threat-asset pairs, the following will be performed:
 - **Consequence Analysis:** Validate or refine consequence metrics or criteria (such as financial, casualties, loss of revenue, or regional economic impact) using the most up to date information. The RAMCAP methodology is used to define ranges of consequence and analyze based on the consequence metrics for each threat-asset pair. A number of external resources will also be leveraged to evaluate consequences for updated threat-asset pairs, including EPA’s Water Health and Economic Analysis Tool (WHEAT) and data from recent U.S. Census Bureau updates. Consequence scores are measured in dollars.
 - **Vulnerability Assessment:** For each critical threat-asset pair, the vulnerability is determined by evaluating the existing preparation, recovery, and response processes that are currently in place. During the workshops, these processes will be reviewed in more detail and any changes to those processes will be discussed. The output of a vulnerability analysis to malevolent incidents is the likelihood of success of the adversary for each specified attack scenario on each threat-asset pair, given that the attack is carried out. The parallel concept for natural hazards is the likelihood that the hazard will produce the consequences already estimated, given that the hazard occurs. This is expressed in a numerical value from zero (the threat is unlikely to occur and produce the consequence) to one (the threat is very likely to occur and produce the consequence).
 - **Threat Likelihood Analysis:** Conduct the threat analysis using the J100 guidance to estimate the likelihood or frequency of malevolent threats using the proxy measure, best estimate, or conditional assignment and the probability of natural hazards and likelihood of dependency or proximity hazards. The EPA’s 2024 updates to baseline threat likelihoods for malevolent acts will be used for calculations, along with recent climate and weather data from the past five years using local hazard mitigation plans and historical records for natural hazards. This is expressed in a numerical value from nearly zero (the threat is unlikely to occur) to one (the threat is certain to occur).
- **Step 3** – In order to conduct the RRA, the following will be performed:
 - Calculate risk for each threat-asset pair based on the results from updated Consequence, Vulnerability, and Threat Analyses, using the following equation:

$$\text{Risk} = \text{Consequences} \times \text{Vulnerability} \times \text{Threat Likelihood} \mid R = C \times V \times T$$

- Update the Utility Resilience Index (URI) as outlined in J100 as:

- **Operational:** *These indicators reflect the tactical capacity of the utility to react quickly and/or cope with various incidents that have the potential to disrupt services*
- **Financial:** *These indicators reflect the fiscal capacity of the utility and supporting community to react quickly and/or cope with various incidents that have the potential to disrupt revenue*
- Each of these indicators are numerical values from zero (not resilient) to one (highly resilient) designed to reflect the resilience of the utility as a whole. They help to further focus the COHP toward areas that need further attention to reduce risk and improve resilience. This will be presented in easy-to-understand dashboards as it applies to each critical asset.
- **Step 4** – The methodology, findings, costs, and recommendations of the updated RRA process will be documented in a report format. An electronic copy of the draft RRA Update Report will be provided to the COHP for review. CDM Smith will incorporate COHP’s written comments on this draft report into a final RRA Update Report.
- **Step 5** – CDM Smith will assist the COHP in completing the EPA certification process. The certification details are available from EPA, and require the water system name, PWSID#, the date certified, and a statement from that the system has conducted, reviewed (and revised as needed) the RRA. CDM Smith will provide the COHP with the needed documentation for review 30 days prior to the RRA certification deadlines with the understanding that the COHP will review and return a consolidated set of comments and modifications within 14 days to allow time for finalizing any documents to meet final certification deadlines.

Task 4 Deliverables

- Draft RRA Report
- Final RRA Report

Task 5: ERP Updates

As part of this task, CDM Smith will review and update the current ERP for COHP to incorporate findings from the RRA updates and additional items from the AWIA not currently covered in the plans. No new ERPs will be developed. This will build upon existing documentation with a summary of changes included for record. The ERP will be updated based on the most current AWWA and EPA standard and will include updates to:

- Strategies and resources to improve resilience, including physical security and cybersecurity;
- Plans, procedures, and equipment for responding to a malevolent act or natural hazard;



Mr. Derrick Boone
November 25, 2024
Page 7

- Actions, procedures, and equipment to lessen the impact of a malevolent act or natural hazard, including alternative source water, relocation of intakes, and flood protection barriers;
- Strategies to detect malevolent acts or natural hazards.

An electronic copy of the updated draft ERP will be provided for COHP review 30 days prior to the designated EPA deadline. COHP will review and return a consolidated set of comments and modifications to CDM Smith within 14 days, and CDM Smith will incorporate written comments on draft ERPs into final ERP formats to be provided to COHP in time to meet EPA certification deadlines.

Task 5 Deliverables

- Draft ERP updates
- Final ERP updates

C. SCHEDULE

Work will begin within 1 week of notice to proceed (NTP). **Table 2** below lists schedule milestones.

Table 2 Project Schedule

System Size	Project Kickoff Meeting	Initial Threat-Asset Matrices	RRA Workshop	Draft RRA Report	Final RRA Report	Draft ERP Updates	Final ERP Updates
≥100,000	1 week from NTP	January 10, 2025	Week of January 13 th	March 1, 2025	March 31, 2025	September 1, 2025	September 30, 2025

D. COMPENSATION

For Tasks 1 through 5 services performed by CDM Smith under Section B of this Task Order, the COHP agrees to pay a lump sum fee of \$139,800. In addition to this compensation, the COHP reserves the right to amend this Contract, so that CDM Smith may furnish additional services as needed. Payments shall be made by the COHP monthly in proportion to the percentage of work completed, with the balance of payment made when the work is complete.

Thank you for the opportunity for CDM Smith to serve the COHP and your customers. We look forward to further discussing this proposal with you. If you have any questions or need any additional information, please let us know.





Mr. Derrick Boone
November 25, 2024
Page 8

Sincerely,

A handwritten signature in blue ink that reads "Laurin B. Kennedy".

Laurin B. Kennedy, PE, PMP
CDM Smith Inc.

cc: Robby Stone, Public Services Director, City of High Point
Glendon Fetterolf, CDM Smith
Larry Mitchell, CDM Smith



CITY OF HIGH POINT

AGENDA ITEM



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

FROM:

Robby Stone, Public Services Director and
Melinda King Asst. Public Service Director

MEETING DATE:

December 16, 2024

PUBLIC HEARING:

No

ADVERTISED DATE/BY:

N/A

ATTACHMENTS:

1. Quote
 2. Tarpomatic Inc Sole Source Letter
 3. Tarp Machine & Tarp Sole Source Justification
-

PURPOSE: To replace the existing Tarpomatic tarp and machine utilized for daily cover at the landfill that was damaged beyond repair in a fire on October 20, 2024, through a sole source purchase.

BACKGROUND: On October 20, 2024, at approximately 2:30 a.m. the City of High Point Fire Department was contacted for a fire at the Kersey Valley Landfill. The investigation could not provide an exact cause of the fire; however, it is believed to have originated from a lithium battery improperly disposed of in residential trash. The fire spread to the Tarpomatic tarp machine and tarp that is utilized for daily cover required by the NCDEQ permit. This purchase will replace the damaged tarp and machine with a new system. Tarpomatic is the only company that manufactures the type of tarping that is used on the landfill. The landfill owns other Tarpomatic products. The parts/service and machinery will be interchangeable. The total cost for a new Tarpomatic tarp machine and tarp is \$94,891.03. An insurance claim was submitted with a deductible of \$50,000.00.

BUDGET IMPACT: Funding is available in the FY 2024-2025 budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a sole source purchase from Tarpomatic, Inc. in the amount of \$50,000 for replacement of the existing Tarpomatic tarp and machine at the Kersey Valley Landfill and authorize the appropriate city staff or officials to execute all necessary documents.



PATENTED LANDFILL DAILY COVER

Estimate

Date	Estimate #
10/21/2024	2225

Bill To:

CITY OF HIGHPOINT
ATTN: ACCOUNTS PAYABLE
P.O BOX 230
HIGH POINT, NC 27261

Ship To:

City of High Point
Kersey Valley Landfill
3940 Kivett Drive
Jamestown, NC 27282

		Terms	Rep
		Net 30	MKY
Description	Quantity	Rate	Amount
40' Automatic Tarping Machine (Gen IV) with one New Spiral Tarp Spool and Hydraulic Top Spool Locks.	1	59,000.00	59,000.00T
Steel surcharge	1	2,850.00	2,850.00T
40' X 100' Tarp with 3/8" chain in 100' side pockets and 10 cable ready crossing pockets. Tarps will be installed on tarp spool.	3	4,100.00	12,300.00T
CK040 - 40ft Cable Assembly for Tarpomatic Tarps with Patented Cable Keepers and Screw Clips. Cables will be installed into 10 crossing pockets per tarp	30	170.00	5,100.00T
Complete Remote II System (Blue Transmitter & Receiver)	1	3,680.00	3,680.00T
Fabricate Adjustable Lifting Brackets	1	2,950.00	2,950.00T
Camera on drive end, to line up spool and engage drive shaft	1	950.00	950.00T
Estimated Shipping	1	2,200.00	2,200.00
Note: Additional Limited Access and Liftgate Charges may apply.			
3% Fee on All Credit Card Transactions		Subtotal	\$89,030.00
Phone # 330-484-7100 Fax # 330-484-2021 www.tarpomatic.com		Sales Tax (6.75%)	\$5,861.03
Tarpomatic, INC 512 45th Street SW Canton, OH 44706		Estimated Total	\$94,891.03



PATENTED LANDFILL DAILY COVER

Tarpomatic, Inc. Sole Source

Tarpomatic, Inc.
512 45th Street SW
Canton, OH 44706

Tarpomatic, Inc. is the manufacturer of all Tarpomatic products including machines, parts and service. Tarpomatic, Inc. is a factory direct sales and support organization. We do not have, or authorize any, outside dealerships for machine sales or parts.

Tarpomatic, Inc. is the distributor for genuine replacement parts and components for Tarpomatic, Inc. machines. Use of unauthorized parts and components will void any warranty.

Tarpomatic, Inc. provides design, build and delivery with training directly to its customers.

For the reasons set forth here, Tarpomatic, Inc. is the sole source for any and all Tarpomatic products.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Slutz", is written over a horizontal line.

Mike Slutz
President
Tarpomatic, Inc.
(800) 500-5069
mikeslutz@tarpomatic.com

SOLE SOURCE JUSTIFICATION FORM

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

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

Requisition # **40115**

Vendor: **TARPOMATIC**

Item(s): **AUTOMATIC TARPING MACHINE**

Justification:

Tarpomatic is the only company that manufactures the type of tarping that is used on the Landfill. The 2nd tarp machine we have is also a Tarpomatic product and the parts/service and machinery will be interchangeable.

Estimated expenditure for the above item(s): **\$89,030.00**

Accounting Unit and Account(s): **661741 / 533101**

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

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

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

Department Head/Authorized Personnel **Robby Stone** Digitally signed by Robby Stone
Date: 2024.11.07 15:25:19 -05'00'

Department/Division **Public Services - Kersey Valley Landfill** Date **11-7-24**

APPROVAL PROCESS

Purchasing Manager **Candy E. Harmon** Digitally signed by Candy E. Harmon
Date: 2024.11.14 12:28:03 -05'00'

Financial Services Director

City Council (\$30,000 – Up)

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Contract with Yates Construction Company, Inc.

FROM:

Trevor Spencer, Engineering & Facilities
Director

MEETING DATE:

December 16, 2024

PUBLIC HEARING:

No

ADVERTISED DATE/BY:

October 18, 2024

ATTACHMENTS:

1. Bid Recommendation Form
-

PURPOSE: Engineering Services recommends City Council approve a contract award for the Qubein Sidewalk Gap Remediation project to Yates Construction Company, Inc. Pending relocations of private overhead utilities did not allow for various sections of sidewalk to be completed during the original Qubein Avenue project. This project will complete the outstanding sidewalk gaps now that the private utilities are nearing relocation completion, and the conflicting utility poles will soon be removed. Additionally, a ten-foot-wide concrete multiuse path will be installed along the north side of Sunset Avenue from N. Main Street to Elm Street. This portion of multiuse path will connect the Qubein Avenue corridor and future Elm Street streetscape enhancements as part of the greater RAISE Grant project master plan.

BACKGROUND: On November 20, 2024, the City received bids for contract ENG-2024-006 from the following responsive bidders:
Yates Construction Company, Inc. - \$99,125.00
Armen Construction LLC - \$139,625.00

The Contract time is 45 calendar days to complete the project and is available to commence upon a Notice to Proceed.

BUDGET IMPACT: Funds are available in the FY 2024-2025 budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a contract with Yates Construction Company, Inc. in the amount of \$99,125 for the Qubein Sidewalk Remediation project and authorize the appropriate the appropriate

City Official(s) to execute all necessary documents.

BID RECOMMENDATION

DEPARTMENT: Engineering Services

COUNCIL AGENDA DATE: December 16, 2024

BID NO.: 2009-112024 CONTRACT NO.: ENG2024-006 DATE OPEN: 11/20/2024

DESCRIPTION:

Qubein Sidewalk Gaps Remediation

PURPOSE:

The Engineering Services Department recommends approval of contract ENG2024-006 for the Qubein Sidewalk Gaps Remediation project. This includes mobilization and sidewalk installation.

COMMENTS:

We received two responsive bidders:
Yates Construction Co, Inc. \$99,125.00
Armen Construction LLC. \$139,625.00

RECOMMEND AWARD TO: Yates Construction Co, Inc. AMOUNT: \$99,125.00

JUSTIFICATION:

Lowest responsive bidder is Yates Construction Co, Inc. \$99,125.00

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
401610	533701	401251036505	40202	\$99,125.00
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: Trevor Spencer Digitally signed by Trevor Spencer
Date: 2024.12.04 09:00:34 -05'00' DATE: 12/4/24

The Purchasing Division concurs with recommendation submitted by the Engineering Services Dept and recommends
award to the lowest responsible, responsive bidder Yates Construction Co, Inc. in the amount of 99,125.00.

PURCHASING MANAGER: DATE:

Approved for Submission to
Council

FINANCIAL SERVICES DIRECTOR: DATE:

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

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Budget Ordinance Amendment

FROM:

Bobby Fitzjohn, Financial Services Director

MEETING DATE:

December 16, 2024

PUBLIC HEARING:

No

ADVERTISED DATE/BY:

N/A

ATTACHMENTS:

1. RB 2024 Amendment
 2. Signed Budget Ordinance Refunding Bonds
-

PURPOSE: A budget amendment of \$29,906,000 is needed to recognize funds from the issuance of Series 2024 CES Revenue Refunding Bonds on November 1, 2024.

BACKGROUND: On November 15, 2021 City Council approved a resolution authorizing staff to begin the process of refunding Series 2014 CES Revenue Bonds. On December 6, 2021, City Council approved a bond order authorizing the issuance of Taxable 2021B CES Revenue Refunding Bonds. The Local Government Commission approved the sale at its December 7, 2021 meeting.

Taxable Series 2021B Revenue Refunding Bonds were issued to Truist Bank on December 16, 2021 with a forward purchase agreement to refund the issuance in November 2024 on a tax-exempt basis. Upon conversion to a tax-exempt rate, the 2024 issuance will result in 3.25% NPV savings or cash flow savings of approximately \$1.1 million. The refinancing resulted in a rate reduction from 2.75% to 2.32%.

BUDGET IMPACT: Savings generated by the refunding will reduce debt service commitments in future water and sewer budgets.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a Budget Ordinance Amendment to record the issuance of Series 2024 CES Revenue Refunding Bonds

“AN ORDINANCE AMENDING THE 2023-2024 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS IN CONNECTION WITH REFUNDING BONDS

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

Section 1. The City of High Point engaged and completed the Series 2024 Combined Enterprise System Revenue Refunding Bonds during the fiscal year 2024-2025. Current governmental accounting standards require the refunding activities to be recorded in the financial records in addition to the City's financial disclosures.

Section 2. The 2024-2025 Budget Ordinance of the City of High Point should be amended as follows:

(A) That the following Water and Sewer Fund revenues be amended as follows:

Water & Sewer Fund-Refunding Bond Proceeds	\$29,906,000
--	--------------

(B) That the following Water and Sewer Fund expenditures are amended as follows:

Payment to Trustee for Refunding Bonds	\$29,906,000
--	--------------

Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

Adopted by High Point City Council, this the 16th day of December 2024

Cyril Jefferson, Mayor

ATTEST

Sandra Keeney, City Clerk



"AN ORDINANCE AMENDING THE 2023-2024 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS IN CONNECTION WITH REFUNDING BONDS

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

Section 1. The City of High Point engaged and completed the Series 2024 Combined Enterprise System Revenue Refunding Bonds during the fiscal year 2024-2025. Current governmental accounting standards require the refunding activities to be recorded in the financial records in addition to the City's financial disclosures.

Section 2. The 2024-2025 Budget Ordinance of the City of High Point should be amended as follows:

(A) That the following Water and Sewer Fund revenues be amended as follows:

Water & Sewer Fund-Refunding Bond Proceeds	\$29,906,000
--	--------------

(B) That the following Water and Sewer Fund expenditures are amended as follows:

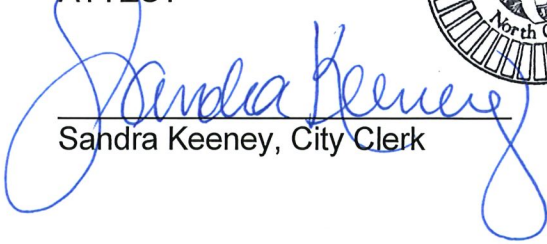
Payment to Trustee for Refunding Bonds	\$29,906,000
--	--------------

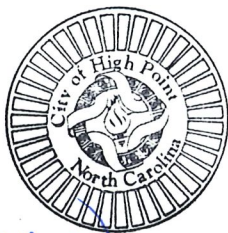
Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

Adopted by High Point City Council, this the 16th day of December 2024

ATTEST


Sandra Keeney, City Clerk




Cyril Jefferson, Mayor

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Resolution Regarding Policy Updates to Comply with S.L. 2024-26

FROM:
Adam Ward, IT Services Director

MEETING DATE:
December 16, 2024

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:

1. Resolution Policy Updates
 2. Signed Resolution S.L. 2024 Compliance
-

PURPOSE: To approve a resolution to comply with S.L. 2024-26 and update policies accordingly.

BACKGROUND: The North Carolina General Assembly enacted a new statute, N.C. Gen. Stat. § 143-805, in Section 7 of S.L. 2024-26. The new statute requires local governments to prohibit viewing pornography on government networks and viewing pornography on devices owned, leased, or controlled by the local government.

Policies must delineate disciplinary actions and apply to employees, elected officials, and appointees. The policies must be adopted by January 1, 2025, and there are annual reporting requirements to the State Chief Information Officer. S.L. 2024-26 also requires all employees, elected officials, and appointees with pornography saved to a device owned, leased, maintained, or otherwise controlled by the local government to remove, delete, or uninstall the pornography no later than January 1, 2025.

The City's existing policies partially address these requirements, but updates are needed to fully comply with S.L. 2024-26. Current IT controls, including Checkpoint Firewall and Trend Micro Vision One, are in place to enforce restrictions and generate logs for reporting purposes.

BUDGET IMPACT: None.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a

Resolution to ensure compliance with S.L. 2024-26 and to direct staff to update the appropriate policies accordingly.

**RESOLUTION OF THE HIGH POINT CITY COUNCIL
PROHIBITING VIEWING OR SAVING PORNOGRAPHY
ON CITY NETWORKS AND DEVICES**

WHEREAS, the North Carolina General Assembly enacted a new law, N.C. Gen. Stat. § 143-805, in Section 7 of S.L. 2024-26, which prohibits local governments from allowing pornography to be viewed on local government networks or devices, establishes a deadline for local government employees and officials to delete any pornography from their government devices, creates reporting requirements for unauthorized viewing or attempted viewing of pornography, and requires local governments to adopt policies governing the use of their networks and devices and what disciplinary action will be taken for violation of these policies; and

WHEREAS, in order to comply with N.C. Gen. Stat. § 143-805, City staff shall update City policy accordingly, consistent with N.C. Gen. Stat. § 143-805.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of High Point that the City Council hereby adopts this Resolution consistent with N.C. Gen. Stat. § 143-805 prohibiting the viewing or saving of pornography by employees, elected officials, or appointees on or to any device owned, leased, maintained, or otherwise controlled by the City and directs City staff to update City policy to comply with N.C. Gen. Stat. § 143-805.

Section 1. City policy shall be updated to require all employees, elected officials, or appointees with pornography saved to a device owned, leased, maintained, or otherwise controlled by the City to remove, delete, or uninstall the pornography.

Section 2. City policy shall be updated to prohibit all employees from viewing pornography on any of the City' networks, or saving any pornography to a device owned, leased, maintained, or otherwise controlled by the City.

Section 3. City policy shall not apply to an official or employee that is engaged in any of the following activities in the course of that official's or employee's official duties:

- (i) Investigating or prosecuting crimes, offering or participating in law enforcement training, or performing actions related to other law enforcement purposes.
- (ii) Identifying potential security or cybersecurity threats.
- (iii) Protecting human life.
- (iv) Establishing, testing, and maintaining firewalls, protocols, and otherwise implementing this policy.
- (v) Participating in judicial or quasi-judicial proceedings.

Section 4. City policy shall be updated to require that the City of High Point Information Technology Services Director report annually, but no later than August 1st of each

year, to the State Chief Information Officer, in the format required by the State Chief Information Officer, on the number of incidences of unauthorized viewing or attempted viewing of pornography on the City's network; whether or not the unauthorized viewing was by an employee, elected official, or appointee of the City; and whether or not any of the unauthorized viewing was on a device owned, leased, maintained, or otherwise controlled by the City.

Section 5. City policy shall be updated to state the disciplinary action for violation of this policy.

Section 6. This resolution is effective upon adoption.

Adopted, this the 16th day of December, 2024.

By: _____

Cyril Jefferson, Mayor

ATTEST:

Sandra Keeney, City Clerk

**RESOLUTION OF THE HIGH POINT CITY COUNCIL
PROHIBITING VIEWING OR SAVING PORNOGRAPHY
ON CITY NETWORKS AND DEVICES**

WHEREAS, the North Carolina General Assembly enacted a new law, N.C. Gen. Stat. § 143-805, in Section 7 of S.L. 2024-26, which prohibits local governments from allowing pornography to be viewed on local government networks or devices, establishes a deadline for local government employees and officials to delete any pornography from their government devices, creates reporting requirements for unauthorized viewing or attempted viewing of pornography, and requires local governments to adopt policies governing the use of their networks and devices and what disciplinary action will be taken for violation of these policies; and

WHEREAS, in order to comply with N.C. Gen. Stat. § 143-805, City staff shall update City policy accordingly, consistent with N.C. Gen. Stat. § 143-805.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of High Point that the City Council hereby adopts this Resolution consistent with N.C. Gen. Stat. § 143-805 prohibiting the viewing or saving of pornography by employees, elected officials, or appointees on or to any device owned, leased, maintained, or otherwise controlled by the City and directs City staff to update City policy to comply with N.C. Gen. Stat. § 143-805.

Section 1. City policy shall be updated to require all employees, elected officials, or appointees with pornography saved to a device owned, leased, maintained, or otherwise controlled by the City to remove, delete, or uninstall the pornography.

Section 2. City policy shall be updated to prohibit all employees from viewing pornography on any of the City' networks, or saving any pornography to a device owned, leased, maintained, or otherwise controlled by the City.

Section 3. City policy shall not apply to an official or employee that is engaged in any of the following activities in the course of that official's or employee's official duties:

- (i) Investigating or prosecuting crimes, offering or participating in law enforcement training, or performing actions related to other law enforcement purposes.
- (ii) Identifying potential security or cybersecurity threats.
- (iii) Protecting human life.
- (iv) Establishing, testing, and maintaining firewalls, protocols, and otherwise implementing this policy.
- (v) Participating in judicial or quasi-judicial proceedings.

Section 4. City policy shall be updated to require that the City of High Point Information Technology Services Director report annually, but no later than August 1st of each

year, to the State Chief Information Officer, in the format required by the State Chief Information Officer, on the number of incidences of unauthorized viewing or attempted viewing of pornography on the City's network; whether or not the unauthorized viewing was by an employee, elected official, or appointee of the City; and whether or not any of the unauthorized viewing was on a device owned, leased, maintained, or otherwise controlled by the City.

Section 5. City policy shall be updated to state the disciplinary action for violation of this policy.

Section 6. This resolution is effective upon adoption.

Adopted, this the 16th day of December, 2024.

By: Cyril Jefferson

Cyril Jefferson, Mayor

ATTEST:



Sandra Keeney
Sandra Keeney, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Contract with IHFC Properties SPE, LLC

FROM:

Dan Barnard, Theatre Director

MEETING DATE:

December 16, 2024

PUBLIC HEARING:

No

ADVERTISED DATE/BY:

N/A

ATTACHMENTS:

None

PURPOSE: To approve a contract with IHFC Properties SPE, LLC for HVAC services for the High Point Theatre.

BACKGROUND: The City of High Point (“Lessor”) and IHFC Properties SPE, LLC’s predecessor-in-interest, Southern Furniture Exposition Building, Inc. (“Lessee”) entered into a Indenture of Lease on June 1, 1973, as amended by that certain Amendment to Lease dated February 21, 1974, that certain Second Amendment to Lease dated July 1, 2014, that certain Third Amendment to Lease dated July 1, 2015, that certain Fourth Amendment to Lease dated July 1, 2016, that certain Fifth Amendment to Lease dated July 1, 2017, that certain Sixth Amendment to Lease dated July 1, 2018, that certain Seventh Amendment to Lease dated July 1, 2019, that certain Eighth Amendment to Lease dated July 1, 2020, that certain Ninth Amendment to Lease dated July 1, 2021, and that certain Tenth Amendment to Lease dated July 1, 2022 (collectively the “Lease”) for real estate more particularly described in Exhibit A to the Lease and recorded at Deed Book 2714 page 483, such real estate generally known as 210-220 E. Commerce Avenue, High Point, North Carolina 27260. Pursuant to the Lease as amended, Lessee, among other things, constructed and tendered to Lessor a theater and office complex (the “High Point Theater”). Lessee provides heating and cooling services to the High Point Theater and, going forward, the parties will address the HVAC services through a service contract.

BUDGET IMPACT: Funds are available in the FY 2024-2025 budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a contract with IHFC Properties SPE, LLC in the amount of \$95,000 annually for HVAC

services for the High Point Theatre and authorize the appropriate City Official(s) to execute all necessary documents.

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of Approval of Minutes

FROM:
City Clerk's Office

MEETING DATE:
December 16, 2024

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:

1. Transparency, Engagement, and Communication Committee Meeting Minutes - November 20, 2024
 2. December 2, 2024 Special Meeting Minutes
 3. Regular Meeting Minutes - December 2, 2024
-

PURPOSE: Minutes to be approved.

BACKGROUND: N/A

BUDGET IMPACT: N/A

RECOMMENDED ACTION REQUESTED: City Council is requested to approve the following Minutes:
Transparency, Engagement & Communication Committee - November 20, 2024 @ 9:00 a.m.
Special Meeting of the High Point City Council - December 2, 2024 @ 4:00 p.m.
Regular Meeting of the High Point City council - December 2, 2024 @ 5:30 p.m.

Transparency, Engagement, and Communication Committee

Chaired by Mayor Pro Tempore Holmes

Committee Members: Holmes, Cook, Harman, and Moore

November 20, 2024 –9:00 a.m.

High Point Municipal Building

211 S. Hamilton Street

3rd Floor, Council Chambers

Transparency, Engagement, and Communications - Chair Michael Holmes

CALL TO ORDER

Chair Holmes called the Transparency, Engagement, and Communication Committee to order at 9:00 a.m. and stated all Committee Members were present.

Present: Chair Michael Holmes, Committee Member Cook, Committee Member Harman, and Committee Member Moore

2024-434 Citizens Academy Update

Staff will present information on the formation of a Citizens Academy for City residents.

Carla Huggins, Lead Fellow, presented the item. She spoke on the Citizens Academy initiative and mentioned the other municipalities that have Citizens Academies. She talked about the similarities between the High Point Citizen's Police Academy and the Citizens Academy. She provided an overview of the 8-week program and indicated it would be open to all residents 18 and over and that 20 people would be selected for the first cohort. She noted that the graduates would be recognized at a future Council meeting upon completion of the program.

She spoke on the session titles, the departments featured, as well as an overview of the topics that would be covered, including events and programming, city administration structure and history, divisions, plans and past, present and future projects.

She explained the benefits of the program, including education, advancement, and transparency, and hoped that the program attendees would later serve in a public capacity, like on city boards and commissions. She noted that this would help to create a pool of applicants who understood the workings of city government.

Chair Holmes expressed his excitement for the upcoming program.

In response to Council Member Moore, Ms. Huggins said that they had just started compiling information. She stated that the City of High Point used to have a Citizens Academy and pointed to the Citizens Police Academy as another example of this sort of initiative. She said they would promote the program both digitally and at in-person events. Council Member Moore suggested reaching out to students in the education system for potential candidates.

In response to Chair Holmes question regarding evaluation and selection criteria, Ms. Huggins said they were still working out the details. She spoke on the process in Lexington and other municipalities and said they hoped to encourage diversity in age, race, and geographic location.

In response to Council Member Cook, Ms. Huggins said the funds were already in budget and that the cost had been estimated at approximately \$3000. She said the budget items consisted mainly of food, with other allocations for items like certificates and pins for completion of the program. She said she hoped they could provide access to the academy curriculum materials for the public.

Chair Holmes thanked her for the presentation.

2024-434**Disparity Study and MWBE Program Update**

Staff will provide an update on the MWBE Program and Disparity Study.

Cynthia Barnes, MWBE Coordinator, gave a presentation outlining where they were regarding the disparity study. She indicated she would address some of the questions raised at the last Disparity Study and MWBE Program Update.

She talked about the activity part of the process and noted that they were currently in the last two phases of the study process. She said the private sector analysis portion of the draft was completed and that they should receive the last of the data chapters before the holidays. She said they were getting close to the last ten percent of the disparity study process and that she would provide an update on the draft recommendations at the beginning of 2025.

Ms. Barnes spoke on the public engagement component of the process and noted that it included an online survey and two virtual public meetings, as well as focus groups.

She gave an update on the MWBE Program and said it included preliminary adjustments to the existing program that had been in place for several years. She emphasized the need to incorporate recent legislative changes.

She spoke on the partnership with Thrive HP 2.0, training programs, and some of the events she has attended to help spread the word about the program.

She said she had performed document reviews for solicitation documents and spoke on the enhanced language on bid documents to include updated language.

In response to Council Member Moore, Ms. Barnes said the changes in the documents are to make it easier to track MWBE-owned businesses.

She outlined the media outreach process and showed some of the initiatives that were being undertaken to promote the program, including ads, print media at events, and website enhancements. She spoke on some events she had attended, including the recent Piedmont Triad Minority/Women Development (MED) Week Summit.

Council Member Cook spoke about attending the MED Week Summit and how great it was to see High Point represented.

In response to Council Member Moore, Ms. Barnes said the outreach was crossing state lines and said they had several people attend the outreach events from South Carolina, Virginia, Florida and other states.

Ms. Barnes spoke on the strategic partnerships involved in the project.

She outlined some of the next steps, including working with the Information Technology department on utilization statistics and an update on the Disparity Study in February of 2025.

In response to Council Member Harman, Ms. Barnes explained the process of reviewing bid solicitations.

Chair Holmes thanked Ms. Barnes for the update and said he appreciated all of the hard work on the project.

ADJOURNMENT

There being no further business to come before the Transparency, Engagement, and Communication Committee, the meeting adjourned at 9:48 a.m.

Michael Holmes, Chairman

Attest:

Alison Glynn, Deputy City Clerk

**HIGH POINT CITY COUNCIL
SPECIAL MEETING
December 2, 2024 – 4:00 P.M.
3rd Floor Conference Room – Municipal Building**

CALL TO ORDER, ROLL CALL

Mayor Jefferson called the Special Meeting to order at 4:00 p.m. and stated that a quorum of City Council was present. He noted that Council Member Cook and Council Member Johnson were absent.

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

Absent: Council Member Tyrone Johnson

ADOPTION OF AGENDA

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

Motion carried with the following vote:

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

Absent: Council Member Johnson

PRESENTATION OF ITEMS

2024-448 Downtown Sites and Parking Analysis

Trademark Properties will provide a presentation regarding downtown development activity and the potential placement and timing of future parking facilities.

Tasha Logan Ford, City Manager, stated the City contracted with TradeMark Properties in the spring of 2024 to review existing property studies, to primarily focus on the property that was purchased on Main Street for a potential City Hall, and review how that site may be maximized regarding parking, a potential city hall, residential, and mix use. Another task performed by Trademark Properties was to review what other partners are developing in the area and figure out how the developments could work together. She introduced Billie Redmond Founder of Trandemark Properties and Jonathan Bassi, Senior Vice President.

Ms. Redmond provided a PowerPoint presentation and stated the methodology used in reviewing the project was to identify the most pragmatic long-term options for the city.

She explained an overview of the Church Ave. property, with an overlay of the redesign of Elm St., funded by the Raise Grant and that TradeMark was initially engaged in studying market dynamics and providing parking deck options on the Church Ave. property, including expanding retail, multifamily, and office spaces.

Mr. Bassi spoke to a case study regarding a Wake County municipal parking deck in Raleigh concerning a municipality supplying a parking need while allowing the residential market to catch up later, increasing private development options. He noted the deck was originally built in 2008, and public art was installed to enhance its appearance until a development agreement was executed to build 83 wood-frame apartments around seven years later.

Ms. Redmond provided information regarding the expanded retail and the success of the residential component of the development. She noted surrounding areas have benefited from the development with this being one of the busy corridors now in Raleigh.

Regarding the Church Ave. property, Mr. Bassi provided several options regarding the potential parking deck, noting location for the parking deck was a key factor in determining the designs. He stated office space, residential space, as well as retail are some examples of future uses.

Mr. Bassi stated in reviewing area median income and population growth for other municipalities in the southeast in comparison with High Point's potential growth, meeting with key stakeholders, reviewing and studying various version of studies such as Kimley Horn parking study, it is the recommendation that the City consider developing surface parking with a temporary pocket park and open space on the Church Avenue site. He explained surface parking with a temporary pocket park and open space supports the future Elm St. streetscape, provides more walkability, and encourages residential and retail development. He noted the surface parking option can consist of gravel as a temporary option and that this evaluation is based on current and historic market conditions as well as anticipated development.

Ms. Redmond stated in speaking to other stakeholders, future expected projects, and reviewing the Kimley Horn parking study it was determined that other areas in High Point could be suitable for accommodating future residential, parking, and retail development.

Mr. Bassi noted the parcel located on English and Lindsay Streets has a greater immediate need for a parking deck on the southside of the stadium. He explained the parking deck is preferred on the southside to better serve the 128 key future hotel site as well as the stadium.

Ms. Redmond stated the recommendation would be that the deck be designed with the ability to add retail, multi-family, and office space in the future.

Mr. Bassi provided renderings from the Kimley Horn parking study which showed the use of retail, multi-family, as well as office space.

A thorough discussion took place on creative ways to incentivize the project such as affordable housing and parking.

Ms. Redmond stated that there is an immediate need for parking on the south side of the stadium as well as for the future hotel. She stated TradeMark reviewed data from previously commissioned studies, including confidential conversations with developers, data from a previous parking study, studies on the Church Ave. site, market data, and growth comparison to other cities and that these are the basis for their recommendation.

Mr. Bassi noted that 50 units is realistic and viable in this market and the recommendation is to do a smaller scale of residential projects rather than a larger scale.

Ms. Logan Ford stated staff is reviewing next steps with the church site noting there is about a year left on the lease and then the plan is for the city to demolish that site and figure out what would need to be done. At this point, a pivot to a deck on the English and Lindsay Street seems to be what would make the most sense. If Council is comfortable with that then staff will proceed with conversations with Kimley Horn regarding the structure they originally provided during the first study and review how the city might be able to support a deck on the English and Lindsay site keeping in mind the need for residential. She noted the City can still have parking on the Main Street site but the focus needs to be on where the activity is happening.

By general consensus, the Mayor and City Council were in favor of staff exploring parking and development at the English and Lindsay Street site.

2024-447

2045 Comprehensive Plan Implementation Task Force

City Council is requested to add a Council Liaison to the 2045 Comprehensive Plan Implementation Task Force.

Andy Piper, Planning Administrator, provided information regarding the establishment of a 2045 Implementation Task Force as recommended by the High Point 2045 Comprehensive Plan. He stated the Task Force will be a broad-based coalition of public and private organizations, individuals, and city staff, noting honest feedback is needed with discussions with people willing to speak their minds even if it isn't their area of expertise. He stated the long-term commitment is open ended and meetings will be at the discretion of the committee. Regular updates on progress will be released to the public, reviewed first by the Task Force and noted that a list of potential Task Force members has been provided.

In response to Council Member Moore, Mr. Piper explained that some people on the list may not live in High Point but have an interest in High Point through their work.

A discussion ensued regarding concerns that the Task Force will be opened ended and not have a completion date as well as the expectations regarding review of the Unified Development Ordinance (UDO) by the UDO Consultant Group.

Tasha Logan Ford, City Manager, stated she would follow up with Council Member Peters regarding when mixed-use will be implemented in the southwest section of her ward.

Council Member Cook voiced her concerns that no one on the Task Force were from the One High Point Commission or the Hispanic Community.

A discussion ensued about future opportunities to serve on the Task Force as some members roll off and sub-committees are established.

2024-443 Closed Session-Attorney-Client Privilege

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

Mayor Pro Tempore Holmes made a motion, seconded by Council Member Andrew, to go into Closed Session pursuant to N.C.G.S. §143-318.11(a)(3) for Attorney-Client privilege. Motion carried with the following vote:

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

Absent: Council Member Johnson

Closed Session began at 4:51 p.m.

A motion was made by Mayor Pro Tem Holmes, seconded by Council Member Andrew, to end the Closed Session and resume Regular Session. Motion carried with the following vote:

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

Absent: Council Member Johnson

ADJOURNMENT

There being no further business to come before the Special Meeting, the meeting adjourned at 5:26 p.m.

Respectfully Submitted,

Cyril Jefferson, Mayor

Attest:

Sandra Keeney, City Clerk

**HIGH POINT CITY COUNCIL
REGULAR MEETING
December 2, 2024 – 5:30 P.M.
COUNCIL CHAMBERS – MUNICIPAL BUILDING
211 South Hamilton Street**

ROLL CALL, MOMENT OF SILENCE, AND PLEDGE OF ALLEGIANCE

Mayor Jefferson called the meeting to order at 5:36 p.m. and called for a moment of silence and the Pledge of Allegiance followed.

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

ADOPTION OF AGENDA

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

Motion carried with the following vote:

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

RECOGNITIONS AND PRESENTATIONS

2024-439 Recognition – Emmanuel Sharpe

Council Member Cook will present a Certificate of Appreciation to Emmanuel Sharpe for his contributions during his internship.

Mayor Jefferson invited Council Member Cook to speak on the recognition of her intern, Emmanuel Sharpe.

Council Member Cook read the certificate and spoke on what an honor it was to have an intern to pass on knowledge to and how impressed she was with Mr. Sharpe.

Emmanuel Sharpe thanked Council Member Cook and said he was very grateful for the opportunity. He indicated the opportunity had given him a different perspective on local government and that he had learned a lot over the past few months.

2024-441 Proclamation – Alpha Art Club – 100 Year Anniversary

Mayor Jefferson will read a proclamation in celebration of Alpha Art Club's 100 Year Anniversary

Mayor Jefferson read the proclamation and asked the members of the Alpha Art Club to come forward to accept the proclamation and take a photo.

PUBLIC COMMENT PERIOD**2024-390 Public Comment Period**

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

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

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

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

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

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

Gibb Marsh, 1724 Mirabeau Ct. - spoke to concerns regarding runoff from the Johnson Street Disc Golf Park.

Harretta Duncan, 657 Ansley Way - spoke on concerns about garbage and recycling fees added into her water bill.

GENERAL BUSINESS AGENDA**2024-438 Consideration of a Contract with Quality Plus Services, Inc.**

City Council is requested to consider a contract with Quality Plus Services, Inc. in the amount of \$1,581,798.50 for construction of concrete pole foundations to build a 100kV Transmission line from Penny Substation to Deep River Substation and authorize the appropriate City Official(s) to execute all necessary documents.

Tyler Berrier, Electric Utilities Director, gave an overview of the item and explained the process of receiving bids and procuring the poles. He said the department had reached out to all affected citizens and purchased easements.

A motion was made by Council Member Moore, seconded by Council Member Andrew, to approve agenda item 2024-438.

Motion carried with the following vote:

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

2024-446 Amended Ordinance Establishing Dates and Times for Official Sessions of the High Point City Council

City Council is requested to adopt the Amended Ordinance Establishing Dates and Times for Official Sessions of the High Point City Council and approve the High Point City Council 2025 Meeting Schedule.

A motion was made by Mayor Jefferson, seconded by Council Member Johnson, to approve agenda item 2024-446.

Motion carried with the following vote:

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

2024-440 Electricities Board of Directors and NCMPA1 Board of Commissioners Appointments

City Council is requested to affirm the appointment of Tasha Logan Ford to serve a three-year term as one of the North Carolina Municipal Power Agency One's six (6) directors on the Electricities Board of Directors, and the appointment of Tyler Berrier as the primary voting member of the NCMPA1 Board of Commissioners and Eric Olmedo as the NCMPA1 Board of Commissioners voting alternate. The Board of Commissioners' appointments will serve at the pleasure of the City Council until further notice.

A motion was made by Mayor Pro Tempore Holmes, seconded by Council Member Andrew, to approve agenda item 2024-440.

Motion carried with the following vote:

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

2024-444 Library Board of Trustees Appointments/Reappointments

City Council is requested to confirm the reappointments of Joanna Crews and Ann Lynch to the Library Board of Trustees, with terms effective immediately and expiring on October 31, 2027, and confirm the appointment of Whitney Reynolds to the Library Board of Trustees; term effective immediately and expiring on October 31, 2027.

A motion was made by Council Member Cook, seconded by Council Member McKiver, to approve agenda item 2024-444.

Motion carried with the following vote:

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

2024-445 Consideration of an Appointment to the Parks and Recreation Commission

City Council is requested to confirm the appointment of Ansar Mahmood to the Parks and Recreation Commission; term effective immediately and expiring on July 1, 2026.

A motion was made by Mayor Pro Tempore Holmes, seconded by Council Member Andrew, to approve agenda item 2024-445.

Motion carried with the following vote:

Council Member Peters thanked Mr. Mahmood for his willingness to serve on the Commission.

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

2024-442 Closed Session-Attorney-Personnel

Council is requested to go into Closed Session pursuant to N.C.G.S. §143-318.11(a)(6) for personnel (This Closed Session will be conducted in the 3rd Floor Conference Room).

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

Motion carried with the following vote:

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

Closed Session began at 5:58 p.m.

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

Motion carried with the following vote:

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

Closed Session ended at 6:53 p.m.

ADJOURNMENT

There being no further business to come before the City Council, the meeting adjourned at 6:53 p.m.

Respectfully Submitted,

Cyril Jefferson, Mayor

Attest:

Alison Glynn, Deputy City Clerk

DRAFT

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Receipt and Presentation of FY 2023-2024 Audit Report

FROM:

Bobby Fitzjohn, Financial Services Director

MEETING DATE:

December 16, 2024

PUBLIC HEARING:

No

ADVERTISED DATE/BY:

ATTACHMENTS:

1. FINAL VERSION City of High Point FY24 Audit Presentation
 2. FPIC Response 24
-

PURPOSE: The City Council has statutory responsibility under G.S. 159-34 to engage an auditor for the financial and compliance audit of the City's budgets, accounts, and grants. The presentation of the Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2024, will be presented by the audit firm Cherry Bekaert LLP.

BACKGROUND: The City Council approved the contract with Cherry Bekaert LLP for the financial and compliance audit of the City of High Point for the Fiscal Years 2024-2028 in March 2024. The Annual Comprehensive Financial Report was prepared by the City's Financial Services Department and the audit was completed on November 26, 2024.

The Annual Comprehensive Financial Report can be found on the Financial Services section of the City's website. <https://www.highpointnc.gov/1028/Financial-Services>

BUDGET IMPACT: None.

RECOMMENDED ACTION REQUESTED: City Council is requested to acknowledge receipt of the City of High Point Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2024, and related required communications from the City's auditors, Cherry Bekaert LLP and approve the Local Government Commission response.



Audit Executive Summary

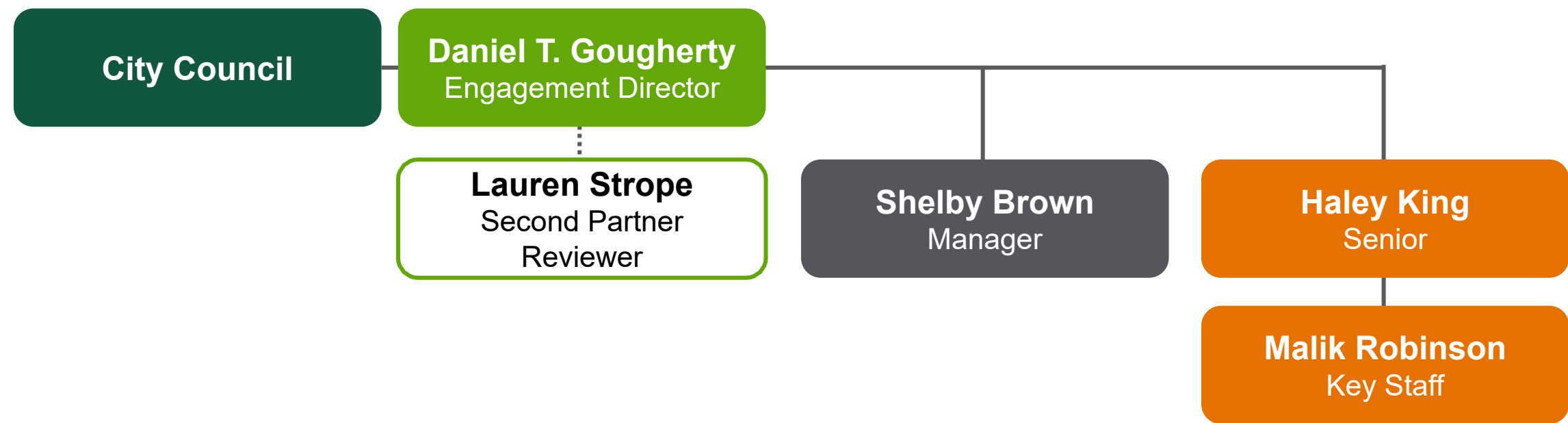
December 16, 2024

Agenda

- ▶ Client Service Team
- ▶ Results of the Audit
- ▶ Significant Audit Matters
- ▶ Internal Control Communication
- ▶ Internal Control and Compliance
- ▶ Internal Control over Compliance Finding
- ▶ Corrected and Uncorrected Misstatements
- ▶ Qualitative Aspects of Accounting Practices
- ▶ Independence Considerations
- ▶ Other Required Communications
- ▶ Other Matters
- ▶ Upcoming Financial Reporting Changes
- ▶ Local Government Commission Financial Performance Indicators
- ▶ Question and Comments

This information is intended solely for the use of City Council and management of the City of High Point, North Carolina and is not intended to be, and should not be, used by anyone other than these specified parties.

Client Service Team

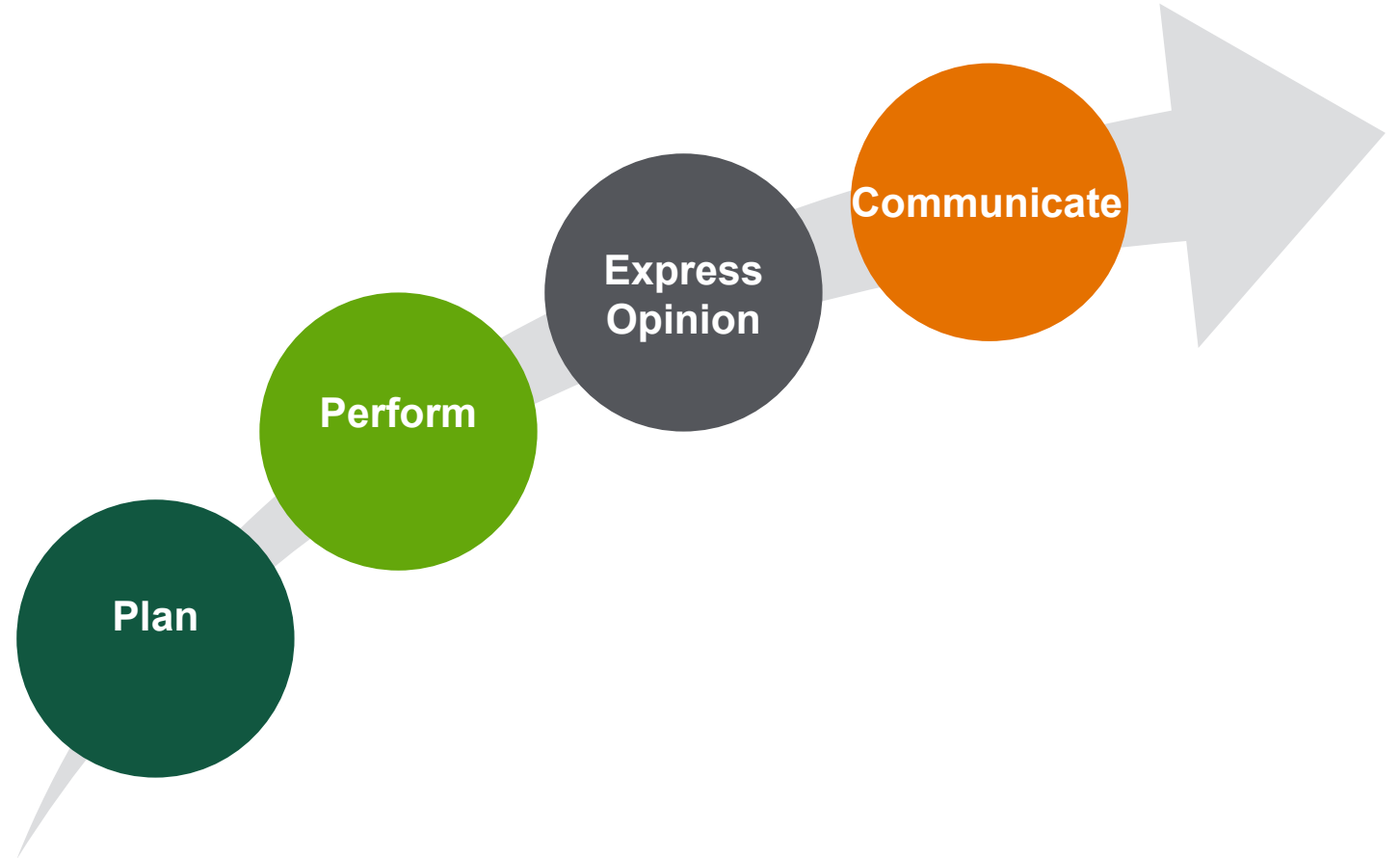


Results of the Audit

We have audited the financial statements of the City of High Point, North Carolina (the “City”) as of and for the year ended June 30, 2024, in accordance with generally accepted auditing standards and *Government Auditing Standards* and have issued our report dated November 26, 2024.

We have also audited the City’s compliance with the types of compliance requirements described in the OMB Compliance Supplement and the Audit Manual for Governmental Auditors in North Carolina that could have a direct and material effect on each of the City’s major federal and state programs for the year ended June 30, 2024. We have issued our report dated November 26, 2024.

We have issued unmodified opinions on the financial statements and on compliance related to single audits performed in accordance with Uniform Grant Guidance and the State Single Audit Implementation Act.



Internal Control Communication

In planning and performing our audit, we considered internal control over financial reporting (“internal control”) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements and on compliance with Uniform Guidance and the State Single Audit Implementation Act, but not for the purpose of expressing an opinion on the effectiveness of the City’s internal control. Accordingly, we do not express an opinion on the effectiveness of the City’s internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. In addition, because of inherent limitations in internal control, including the possibility of management override of controls, misstatements due to error or fraud may occur and not be detected by such controls.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis.

Internal Control Communication

Material Weakness

“A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement or noncompliance of the City’s financial statements will not be prevented, or detected and corrected, on a timely basis.

Significant Deficiency

“A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

We noted no material weaknesses and reported one significant deficiency.

Internal Control and Compliance

Single Audit (Grants)

Federal Major Programs

- National Infrastructure Grant (RAISE) - ALN 20.933
- Equitable Sharing Program – ALN 16.922

State Major Programs

- Powell Bill

Verified
Compliance
with Grant
Agreements

Finding 2024 -001 – Significant Deficiency- Reporting

Criteria, Condition, and Effect

- ▶ **Criteria** – Per the U.S. Department of Transportation general terms and conditions under the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant program, the recipient is required to submit to the USDOT a quarterly project progress report and recertification. Additionally, the recipient is required to submit a final project progress report and recertification no later than 120 days after the end of the period of performance. Further, per Section 200.303 of the Uniform Grant Guidance, a non-federal entity must establish and maintain effective internal control over the federal award that provides reasonable assurance that the non-federal entity is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. The City should have a control in place for reports submitted to the awarding agency to be reviewed by an employee within the department separate from the employee preparing the report.
- ▶ **Condition** – While the reports were timely submitted to the awarding agency, the reports submitted to the awarding agency were not reviewed by an individual at the City prior to submission
- ▶ **Effect** - By not having the required reports reviewed prior to submission, the City could erroneously submit incorrect data to the awarding agency.

Questioned Cost

- ▶ None noted

Cause and Recommendation

- ▶ **Cause** – The grant liaison did not follow the City's Grants Management Policy.
- ▶ **Recommendation** - The City should ensure the program manager is following its Grant Management Policy and Uniform Guidance for this program by reports being reviewed prior to submission.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management.

Corrected Misstatements

“None noted.

Corrected and Uncorrected Misstatements

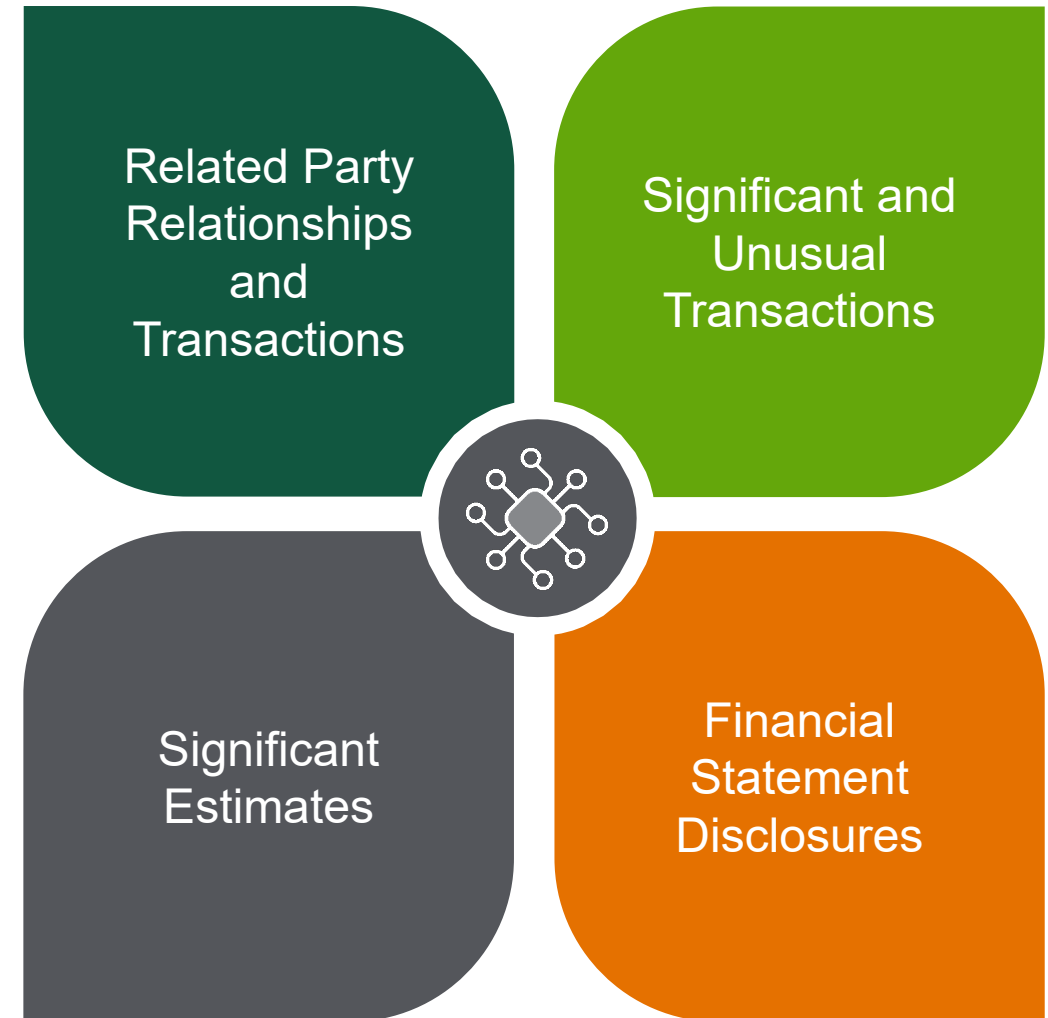
Uncorrected Misstatement

- “ The following summarizes an uncorrected misstatement of the financial statements. Management has determined its effects are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. The uncorrected misstatement or matters underlying it could potentially cause future period financial statements to be materially misstated, even though, in our judgment, such uncorrected misstatement is immaterial to the financial statements under audit.
- “ Understatement of beginning fund balance (General Fund) and net position (Govt Activities) and overstatement of current year revenue of approximately \$2,700,000 as a result of 2023 passed adjustment related to the accrual of sales tax.
 - “ Understatement of beginning fund balance (Opioid Settlement Fund) and net position (Govt Activities) and overstatement of current year revenue of \$549,147 related to opioid settlement revenue that was reported as unearned revenue in the prior year.

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements.

No new accounting policies were adopted, and the application of existing policies was not changed during the year. We noted no inappropriate accounting policies or practices.

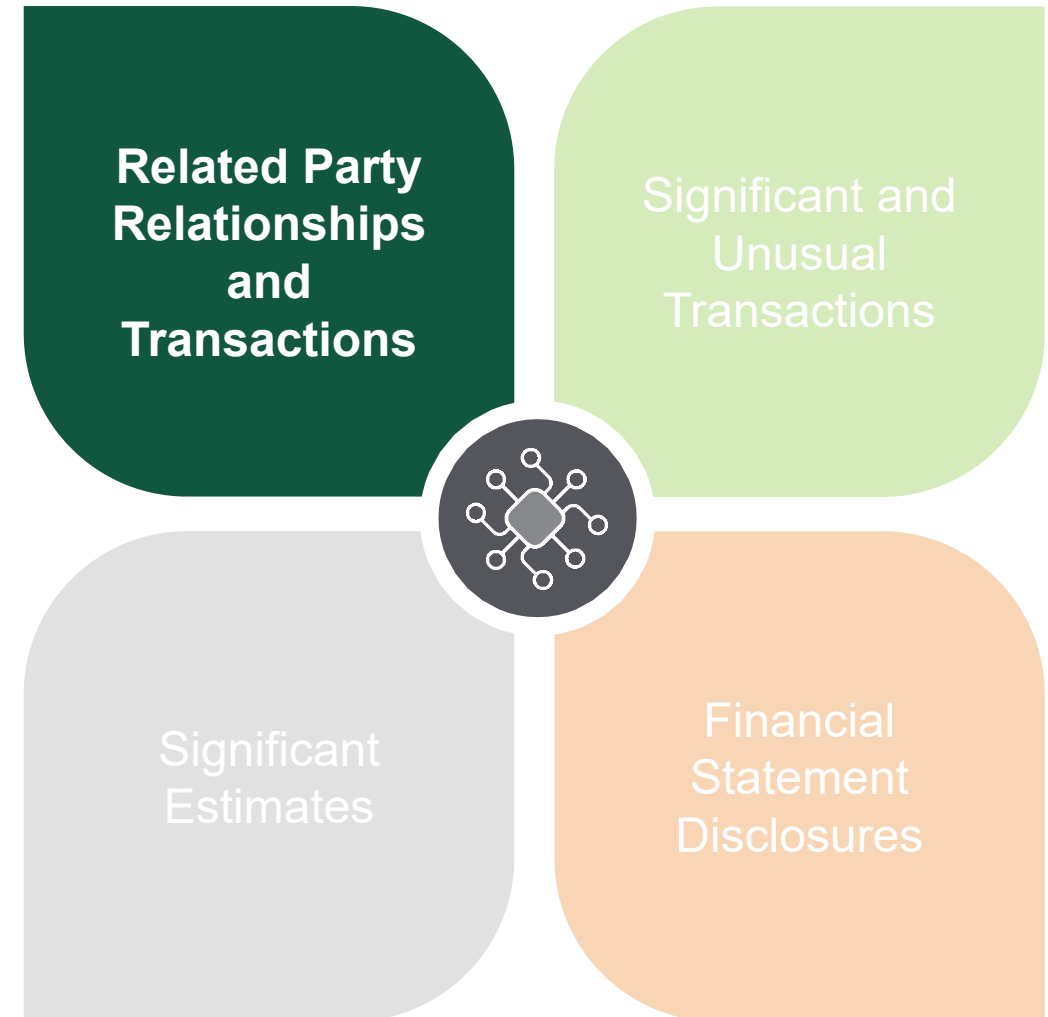


Qualitative Aspects of Accounting Practices

As part of our audit, we evaluated the City's identification of, accounting for, and disclosure of the City's relationships and transactions with related parties as required by professional standards.

We noted none of the following:

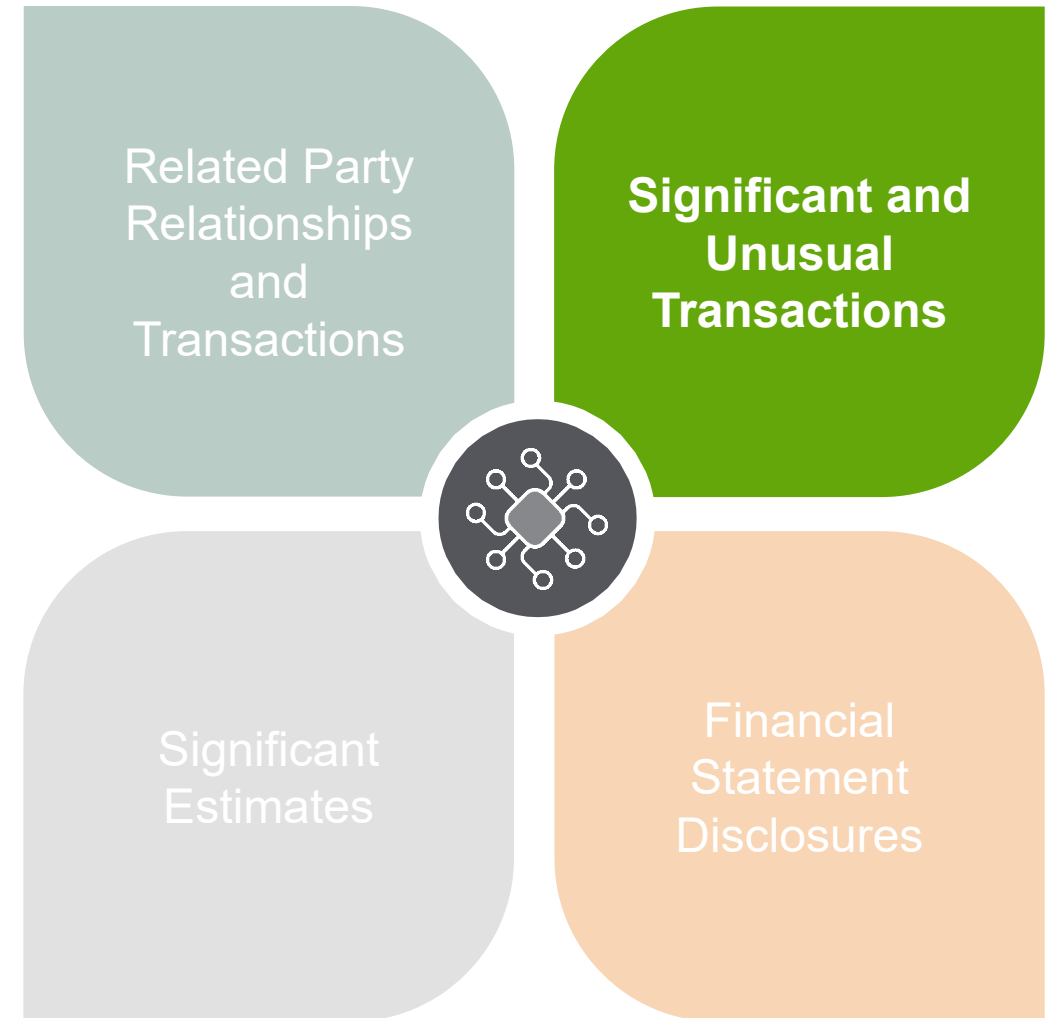
- Related parties or related party relationships or transactions that were previously undisclosed to us;
- Significant related party transactions that have not been approved in accordance with the City's policies or procedures or for which exceptions to the City's policies or procedures were granted;
- Significant related party transactions that appeared to lack a business purpose;
- Noncompliance with applicable laws or regulations prohibiting or restricting specific types of related party transactions; and
- Difficulties in identifying the party that ultimately controls the City.



Qualitative Aspects of Accounting Practices

We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

For purposes of this presentation, professional standards define significant unusual transactions as transactions that are outside the normal course of business for the City or that otherwise appear to be unusual due to their timing, size, or nature. We noted no significant unusual transactions during our audit.

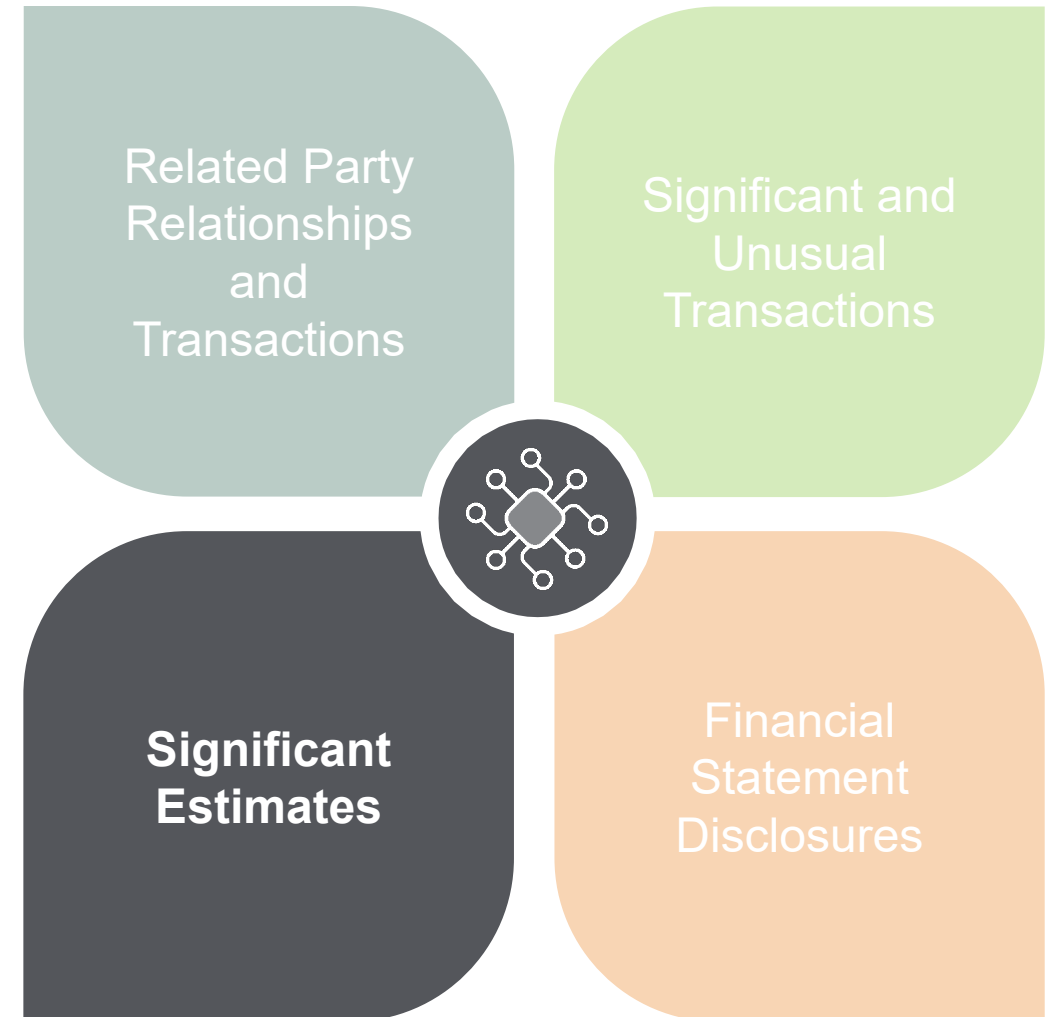


Qualitative Aspects of Accounting Practices

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

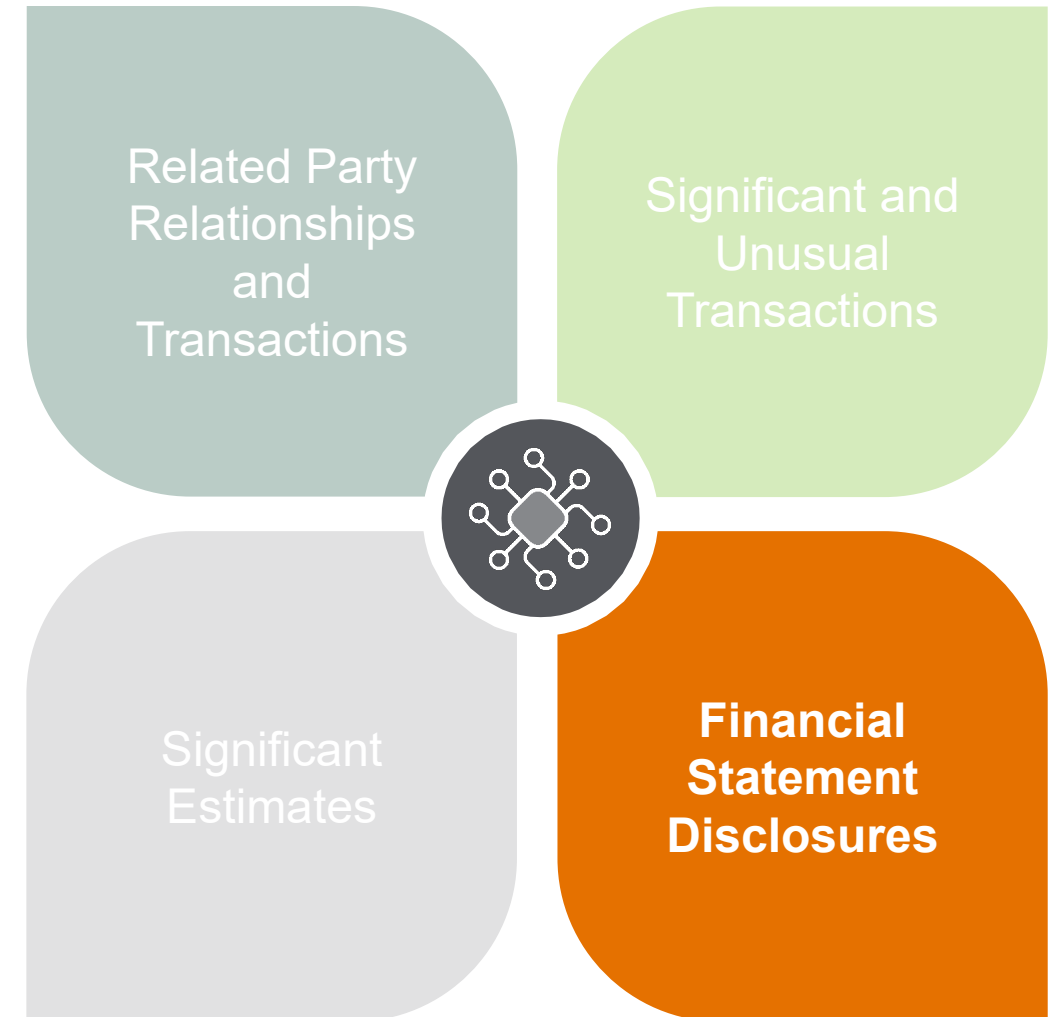
- Accrual for unbilled revenue (utilities)
- Allowance for uncollectible accounts
- Depreciable lives and estimated residual value of capital assets
- Leases and Subscription Based IT Arrangements
- Fair value of investments
- Defined benefit plans (LGERS and LEOSA) liabilities and related deferred inflows and outflows of resources
- Other postemployment benefit plan OPEB liability and related deferred inflows and outflows of resources
- Municipal solid waste landfill obligations

We evaluated the key factors and assumptions used to develop these estimates in determining that it is reasonable in relation to the financial statements taken as a whole.



Qualitative Aspects of Accounting Practices

The financial statement disclosures are neutral, consistent, and clear.



Other Required Communications

Difficulties Encountered

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Disagreements with Management

Includes disagreements on a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Auditor Consultations

We noted no matters that are difficult or contentious for which the auditor consulted outside the engagement team.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated November 26, 2024.

Other Required Communications

Management Consultations

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations. To our knowledge, there were no such consultations with other accountants.

Other Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards with management each year. These discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Fraud and Illegal Acts

As of the date of this presentation, no fraud, illegal acts, or violations of laws and regulations noted.

Going Concern

No events or conditions noted that indicate substantial doubt about the City’s ability to continue as a going concern.

Independence Considerations

Nonattest Services

- “ We have prepared the appropriate sections of and signed the Data Collection Form.
- “ For all nonattest services we perform, you are responsible for designating a competent employee to oversee the services, make any management decisions, perform any management functions related to the services, evaluate the adequacy of the services, and accept overall responsibility for the results of the services.



Independence Conclusion

- “ We are not aware of any other circumstances or relationships that create threats to auditor independence.
- “ We are independent of the City and have met our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit.



Other Matters

Required Supplementary Information

We applied certain limited procedures to the required supplementary information ("RSI") that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI. We were engaged to report on the other supplementary information which accompanies the financial statements, but which is not RSI.



Supplementary Information

We were engaged to report on the accompanying combining and individual fund financial statements and schedules, other supporting schedules and schedule of expenditures of federal and state awards, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.



Other Information

The City includes an introductory and statistical section in its annual comprehensive financial report. We do not have an obligation to perform any procedures to corroborate the other information contained in the annual report. However, we read the other information and considered whether such information, or the manner of its presentation, was materially inconsistent with that appearing in the financial statements. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, was materially inconsistent with that appearing in the financial statements.



Upcoming Financial Reporting Changes

These standards will be effective for the City in the upcoming years and may have a significant impact on the City's financial reporting.

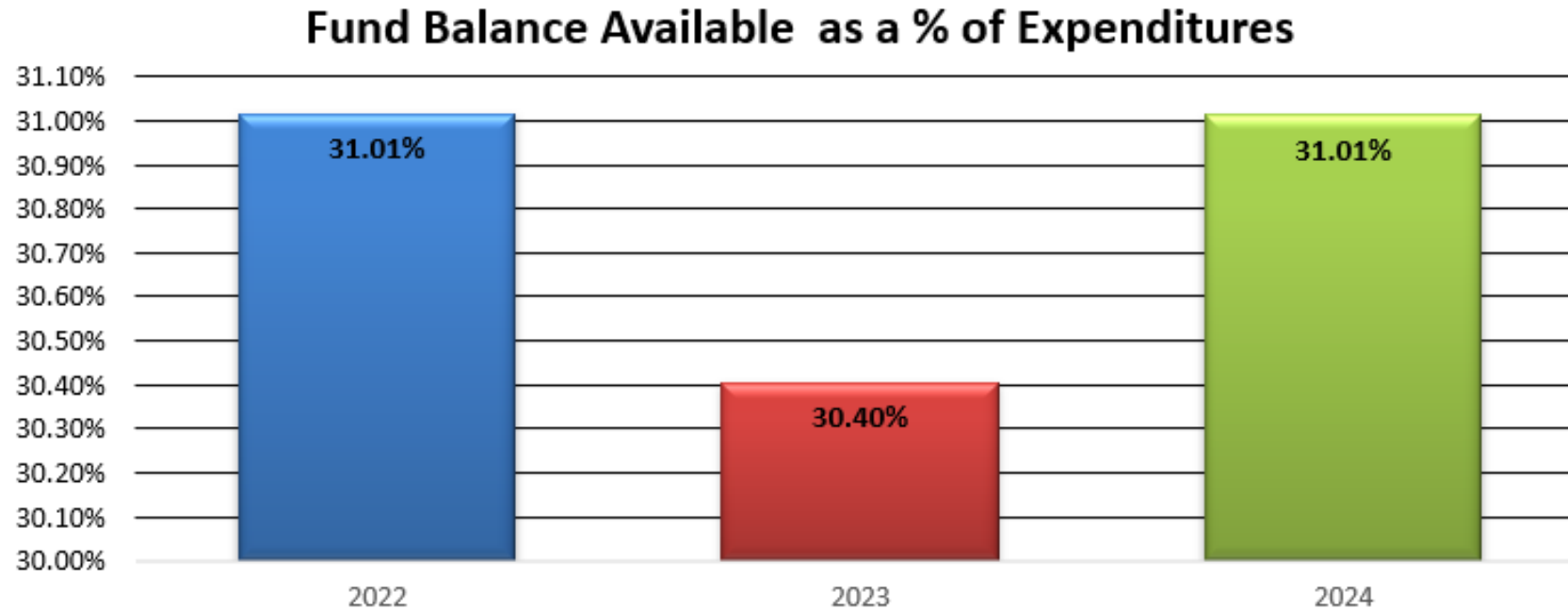
We would be happy to discuss with management the potential impacts on the City's financial statements and how we may be able to assist in the implementation efforts.

- ▶ *GASB 101 – Compensated Absences*
- ▶ *GASB 102 – Certain Risk Disclosures*
- ▶ *GASB 103 – Financial Reporting Model Improvements*
- ▶ *GASB 104 – Disclosure of Certain Capital Assets*



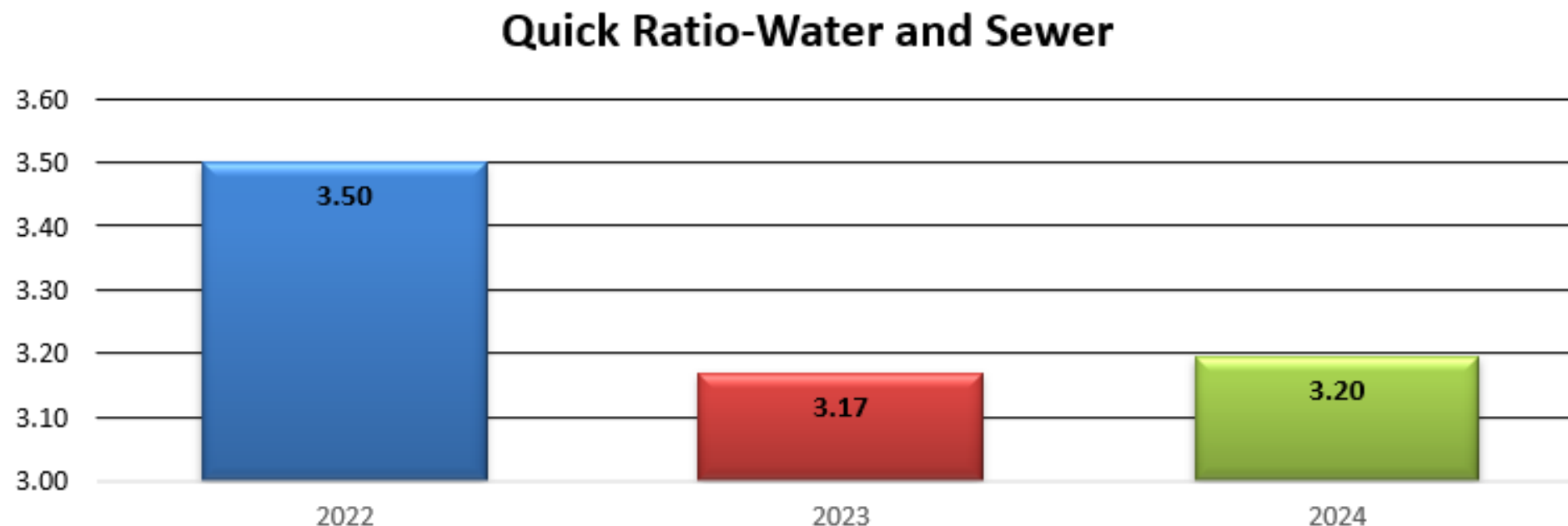
Local Government Commission (LGC) Performance Indicators – General Fund

* Included in the LGC's calculation is the municipal debt service fund balance



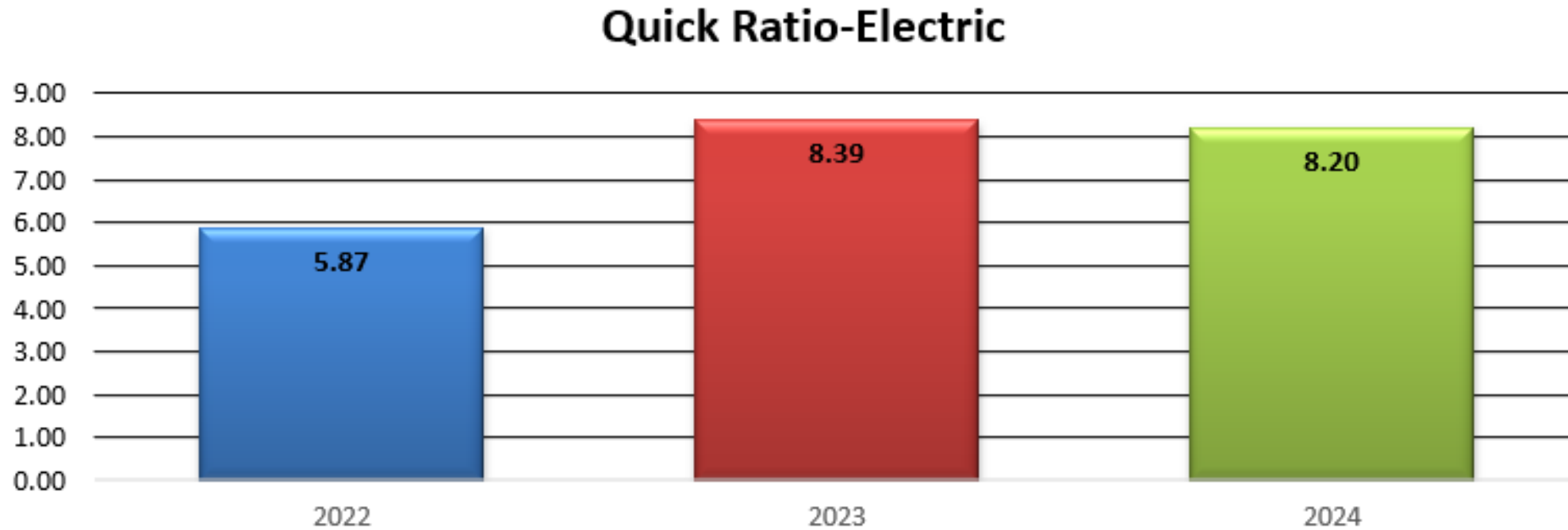
✓ LGC Required Minimum Threshold – 25%

LGC Performance Indicators – Quick Ratio – Water and Sewer



- ✓ LGC Required Minimum Threshold – Equal or greater than 1.00

LGC Performance Indicators – Quick Ratio – Electric



- ✓ LGC Required Minimum Threshold – Equal or greater than 1.00

LGC Performance Indicators – Water and Sewer

Performance Indicator	2024	Minimum Threshold
Operating net income (loss) excluding depreciation, including debt service principal and interest	\$9,827,545	Greater than \$-0-
Unrestricted cash / total expenses excluding depreciation, including debt service principal	82.03%	Greater than 16% (2 months)
Water and Sewer Condition of Assets	0.50	Remaining useful life of asset greater than or equal to 0.50

LGC Performance Indicators – Electric

Performance Indicator	2024	Minimum Threshold
Operating net income (loss) excluding depreciation, including debt service principal and interest	\$12,058,329	Greater than \$-0-
Unrestricted cash/total expenses excluding depreciation, including debt service principal	68.80%	Greater than 16% (2 months)



LGC Performance Indicators

Audit Report –

- ✓ No financial performance indicators of concern noted
- ✓ Submitted within five (5) months from fiscal year-end
- ✓ Change in fund balance of General Fund was positive
- ✓ Budgeted tax levy for the General Fund had less than 3% uncollected
- ✓ Effective pre-audit process to avoid pervasive budget violations
- ✓ No late debt service payments or debt covenant compliance issues
- ✓ No statutory violation within Annual Comprehensive Financial Report

Questions and Comments

Daniel T. Gougherty, CPA

Director

dgougherty@cbh.com

(704) 940-2631

Shelby Brown, CPA

Manager

shelby.brown@cbh.com

(512) 320-8032

About Cherry Bekaert

"Cherry Bekaert" is the brand name under which Cherry Bekaert LLP and Cherry Bekaert Advisory LLC, independently owned entities, provide professional services in an alternative practice structure in accordance with applicable professional standards. Cherry Bekaert LLP is a licensed CPA firm that provides attest services, and Cherry Bekaert Advisory LLC and its subsidiary entities provide tax and advisory services. For more details, visit cbh.com/disclosure.

This material has been prepared for general informational purposes only and is not intended to be relied upon as tax, accounting, or other professional advice. Before taking any action, you should consult a professional advisor familiar with your particular facts and circumstances.



cbh.com

Local Government Commission
3200 Atlantic Ave
Raleigh, NC 27604

December 16, 2024



Response to the Auditor's Findings, Recommendations, and Fiscal Matters

Finding 2024-001 Significant Deficiency – Reporting

In Fiscal Year 2023-24, the Transportation Department submitted reports for the RAISE grant to the NCDOT for four quarters without prior review from the Finance Department. This was corrected with the June 2024 quarterly report, and the grant liaison is now following the City's policy. The liaison prepares the report and sends it to his manager for review and approval. Then it is routed to the Senior Financial Grants Analyst for review. The Accounting Manager reviews and approves the report before it is submitted to the NCDOT. The Transportation Department has been made aware that the City needs to follow the grants policy with all grants.

Cyril Jefferson, Mayor

Michael Holmes, Mayor Pro Tem, Ward 6

Britt W. Moore, Member At-Large

Amanda Cook, Member At-Large

Vickie M. McKiver, Ward 1

Tyrone Johnson, Ward 2

Monica Peters, Ward 3

Dr. Patrick H. Harman, Ward 4

Tim Andrew, Ward 5

Tasha Logan Ford, City Manager

Bobby Fitzjohn, Financial Services Director

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Resolution of Intent, Annexation 24-03

FROM:

Michael D. Harvey, Interim Planning & Development Director

MEETING DATE:

December 16, 2024

PUBLIC HEARING:

No

ADVERTISED DATE/BY:

N/A

ATTACHMENTS:

1. Signed Resolution of Intent (AN-24-03)
 2. Resolution of Intent - AN-24-03 (National Service Rd)
-

PURPOSE: Approval of a Resolution of Intent to establish a public hearing date of January 13, 2025, to consider a voluntary non-contiguous annexation petition for an approximate 10.8-acre parcel. The site is located north of the intersection of National Service Road and Tyner Road, and south of Interstate I-40. The property is addressed as 7966 National Service Road and is also known as Guilford County Tax Parcel 169801.

BACKGROUND: Resolution of Intent for Annexation 24-03 is enclosed. Annexation is associated with a Zoning Map Amendment Application

BUDGET IMPACT: None.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a resolution of Intent to establish a public hearing date of January 13, 2025, to consider a voluntary non-contiguous annexation petition for an approximate 10.8-acre parcel (7966 Nations Service Road). The site is located north of the intersection of National Service Road and Tyner Road, and also known as Guilford County Tax parcel 169801.

PUBLISH ONCE: Wednesday, December 25, 2024

**RESOLUTION TO ESTABLISH A
PUBLIC HEARING DATE FOR
VOLUNTARY NON-CONTIGUOUS ANNEXATION
(AN-24-03)**

WHEREAS, the City Council has been petitioned to annex the property of Alro Steel Corporation. The proposed annexation site is approximately 10.8 acres and is located north of the intersection of National Service Road and Tyner Road, and south of Interstate I-40. The property is addressed as 7966 National Service Road, and is also known as Guilford County Tax Parcel 169801.

WHEREAS, the City Clerk is in receipt of said petition and has determined its sufficiency in accordance with G.S. 160A-58.2;

NOW, THEREFORE BE IT RESOLVED, THAT THE CITY COUNCIL establishes Monday, January 13, 2025, at 5:30 p.m., in the Council Chambers in the Municipal Building at 211 South Hamilton Street, High Point, North Carolina, as the date for the public hearing regarding the requested annexation.

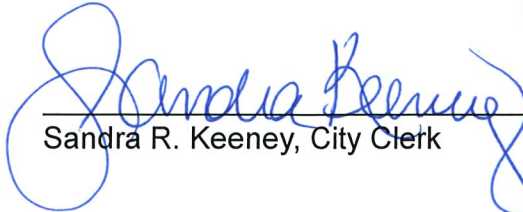
Any interested party will be permitted to be heard at the public hearing. The meeting facilities of the City of High Point are accessible to people with disabilities. If you need special accommodation, please call (336) 883-3124 or 711 for the Telecommunications Relay Service.

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

By order of the City Council,
This the 16th day of December, 2024

ATTEST:




Sandra R. Keeney, City Clerk


Cyril Jefferson, Mayor

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Resolution of Intent for a Voluntary Non-Contiguous Annexation Annexation 24-03 (Alro Steel Corporation)	
FROM: Michael D. Harvey, AICP, CFM, CZO Interim Planning & Development Director	MEETING DATE: December 16, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Resolution of Intent (AN-24-03) Map of proposed annexation site	

PURPOSE: Approval of a Resolution of Intent to establish a public hearing date of January 13, 2025, to consider a voluntary non-contiguous annexation petition for an approximate 10.8-acre parcel. The site is located north of the intersection of National Service Road and Tyner Road, and south of Interstate I-40. The property is addressed as 7966 National Service Road and is also known as Guilford County Tax Parcel 169801.

BACKGROUND: Resolution of Intent for Annexation 24-03 is enclosed. Annexation is associated with a Zoning Map Amendment Application

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

RECOMMENDATION / ACTION REQUESTED: Staff requests City Council set a public hearing date of Monday, January 13, 2025, for this request.



PUBLISH ONCE: Wednesday, December 25, 2024

**RESOLUTION TO ESTABLISH A
PUBLIC HEARING DATE FOR
VOLUNTARY NON-CONTIGUOUS ANNEXATION
(AN-24-03)**

WHEREAS, the City Council has been petitioned to annex the property of Alro Steel Corporation. The proposed annexation site is approximately 10.8 acres and is located north of the intersection of National Service Road and Tyner Road, and south of Interstate I-40. The property is addressed as 7966 National Service Road, and is also known as Guilford County Tax Parcel 169801.

WHEREAS, the City Clerk is in receipt of said petition and has determined its sufficiency in accordance with G.S. 160A-58.2;

NOW, THEREFORE BE IT RESOLVED, THAT THE CITY COUNCIL establishes Monday, January 13, 2025, at 5:30 p.m., in the Council Chambers in the Municipal Building at 211 South Hamilton Street, High Point, North Carolina, as the date for the public hearing regarding the requested annexation.

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

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

By order of the City Council,
This the 16th day of December, 2024

Cyril Jefferson, Mayor

ATTEST:

Sandra R. Keeney, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Public Hearing Regarding a Historic Landmark Designation Request from Downtown High Point

FROM:
Michael Harvey, Interim Planning & Development Director

MEETING DATE:
December 16, 2024

PUBLIC HEARING:
Yes

ADVERTISED DATE/BY:
November 30 & December 4, 2024

ATTACHMENTS:

1. One Plaza Center (Showplace West) Historic Landmark
 2. Signed Ordinance Historic Landmark One Plaza Center
-

PURPOSE: To consider designation of One Plaza Center (Showplace West) at 101 South Main Street as a Guilford County Historic Landmark.

BACKGROUND: Guilford County's Historic Landmark program began in 1980 to recognize sites with important elements of culture, history, architectural history, or prehistory for the education, pleasure, and enrichment of area residents. The landmark designation process begins when an application is submitted to the Guilford County Historic Preservation Commission. Privately owned landmark properties are eligible for a property tax deferral of up to 50 percent. Landmarks may not be materially altered or demolished without the approval of the Guilford County Historic Preservation. Currently, there are 112 Historic Landmarks in Guilford County with approximately 20 located within High Point.

BUDGET IMPACT: None.

RECOMMENDED ACTION REQUESTED: City Council is requested to conduct a Public Hearing and consider a request from Downtown High Point to designate One Plaza Center (Showplace West) located at 101 S. Main Street as a Guilford County Historic Lanmark.

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Designation of One Plaza Center (Showplace West) as a Guilford County Historic Landmark	
FROM: Michael Harvey, Interim Planning & Development Director	MEETING DATE: December 16, 2024
PUBLIC HEARING: Yes	ADVERTISED DATE/BY: November 30, 2024 & December 4, 2024 Planning & Development
ATTACHMENTS: Landmark Designation Ordinance High Point Historic Preservation Commission Memo Location Map Guilford County Historic Preservation Commission Recommendation Local Landmark Report	

PURPOSE: To consider designation of One Plaza Center (Showplace West) at 101 South Main Street as a Guilford County Historic Landmark.

BACKGROUND: Guilford County's Historic Landmark program began in 1980 to recognize sites with important elements of culture, history, architectural history, or prehistory for the education, pleasure, and enrichment of area residents. The landmark designation process begins when an application is submitted to the Guilford County Historic Preservation Commission. Privately owned landmark properties are eligible for a property tax deferral of up to 50 percent. Landmarks may not be materially altered or demolished without the approval of the Guilford County Historic Preservation. Currently, there are 112 Historic Landmarks in Guilford County with approximately 20 located within High Point.

BUDGET IMPACT: There is no budget impact.

RECOMMENDATION / ACTION REQUESTED: The Guilford County Historic Preservation Commission unanimously recommended that One Plaza Center (Showplace West) Building be designated a Guilford County Historic Landmark property at its meeting on October 16, 2024. At its meeting on November 13, 2024, the High Point Historic Preservation Commission also unanimously recommended that the City Council approve the local historic landmark designation for the property.



CITY OF HIGH POINT

AGENDA ITEM



TITLE: Designation of One Plaza Center (Showplace West) as a Guilford County Historic Landmark	
FROM: Michael Harvey, Interim Planning & Development Director	MEETING DATE: December 16, 2024
PUBLIC HEARING: Yes	ADVERTISED DATE/BY: November 30, 2024 & December 4, 2024 Planning & Development
ATTACHMENTS: A. Landmark Designation Ordinance B. High Point Historic Preservation Commission Memo C. Location Map D. Guilford County Historic Preservation Commission Recommendation E. Local Landmark Report	

PURPOSE:

To consider designation of One Plaza Center (Showplace West) at 101 South Main Street as a Guilford County Historic Landmark.

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Guilford County's Historic Landmark program began in 1980 to recognize sites with important elements of culture, history, architectural history, or prehistory for the education, pleasure, and enrichment of area residents. The landmark designation process begins when an application is submitted to the Guilford County Historic Preservation Commission. Privately owned landmark properties are eligible for a property tax deferral of up to 50 percent. Landmarks may not be materially altered or demolished without the approval of the Guilford County Historic Preservation. Currently, there are 112 Historic Landmarks in Guilford County with approximately 20 located within High Point.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

The Guilford County Historic Preservation Commission unanimously recommended that One Plaza Center (Showplace West) Building be designated a Guilford County Historic Landmark property at its meeting on October 16, 2024.

At its meeting on November 13, 2024, the High Point Historic Preservation Commission also unanimously recommended that the City Council approve the local historic landmark designation for the property.



AN ORDINANCE ADOPTED BY THE MAYOR AND THE HIGH POINT CITY COUNCIL
DESIGNATING ONE PLAZA CENTER (SHOWPLACE WEST) AS A HISTORIC LANDMARK

WHEREAS, all the prerequisites to the adoption of the ordinance, as prescribed in chapter 160D, Article 9, Part 4 of the North Carolina General Statutes, have been met;

WHEREAS, the Guilford County Historic Preservation Commission has submitted a report, which is incorporated herein by reference, and recommended in a public hearing that the property described below be designated as an historic landmark;

WHEREAS, appropriate notice has been given of the public hearing as required by law;

WHEREAS, the Guilford County Historic Preservation Commission finds that the property described herein is of historical, architectural, educational, and/or cultural significance, and its preservation should be encouraged so as to safeguard the heritage of the City and County and to promote the use and conservation for the education, pleasure, and enrichment of the residents of the City and County.

NOW, THEREFORE, BE IT ORDAINED BY THE HIGH POINT MAYOR AND CITY COUNCIL.:

Section 1. The Mayor and the High Point City Council accepts the findings of the Guilford County Historic Preservation Commission and adopts the recommendation of the Commission for the preservation of the subject property by the authority set forth in Chapter 160D, Article 9, Part 4 of the North Carolina General Statutes and local ordinance adopted pursuant thereto.

Section 2. The designation includes the following site features (concrete and brick paving and stairs, multi-level and sunken concrete plaza, concrete planters, simple, metal handrails, concrete planters and original monument sign base only, storefront openings on ground level), exterior building elements (concrete, load bearing walls and steel structure, precast concrete panels, aluminum curtain wall fenestration on first floor, and recessed windows on upper floors off front elevation, ground level concrete, trapezoid-shaped columns and inset first floor, recessed, steel frame, eight-light wire glass windows along

the rear elevation, windowless side elevations, high parapet and recessed penthouse), interior building elements (Mosler bank vault and door, concrete, load-bearing columns, wood paneling on the 8th floor, tile floor finish in the first floor and basement lobbies, Travertine wall panels in first floor and basement elevator lobbies, water fountains and US Mail slots on each floor, stairwells with exposed painted concrete block walls, concrete floors, and metal stairs, elevator shafts and cabs, including the doors and hardware within), and the entire 0.56-acre parcel at 101 S. Main Street and as described by Guilford County Parcel Identification Number 171404 and Guilford County Registry Deed Book 8140, page 2249 to 2257.

Section 3. A Guilford County Landmark Plaque shall be installed on the property, and such sign shall indicate that such property has been designated as an Historic Landmark. Details of the display of the plaque are to be approved by the Guilford County Historic Preservation Commission before installation.

Section 4. The procedures provided by law, including waiting periods, shall be observed prior to demolition, alteration or remodeling referred to as the Certificate of Appropriateness process or removal of the designation from the property.

Section 5. A certified copy of this ordinance is to be appropriately recorded with the Register of Deeds, the Tax Department, and Inspections Department in accordance with provisions of Chapter 160D, Article 9, Part 4 of the North Carolina General Statutes and the local ordinance adopted pursuant thereto.

Section 6. This ordinance shall be effective from and after its adoption.

Adopted by the City Council
City of High Point, North Carolina
The **16th** day of **December**

By: _____
Cyril Jefferson, Mayor

ATTEST:

Sandra R. Keeney, City Clerk



To: Historic Preservation Commission Members

From: Brooke Maynard, Planner

Meeting Date: November 13, 2024

Subject: Designation of One Plaza Center (Showplace West) (101 S. Main Street) as a Guilford County Historic Landmark

PURPOSE:

The Guilford County Historic Preservation Commission voted unanimously at its meeting on October 16, 2024 to recommend landmark designation of One Plaza Center (Showplace West) to the High Point City Council. As is the City's procedure, landmark designation requests are reviewed by the City's HPC, and a recommendation from the HPC accompanies the application to the City Council for its consideration.

STAFF ANALYSIS:

One Plaza Center was named to the National Register of Historic Places on April 10th, 2024 at the local level of significance and is proposed for local historic landmark designation in Guilford County in the area of Community Planning and Development, as well as in the area of Architecture. During the mid-twentieth century, the City of High Point and the High Point Redevelopment Commission (HPRC) carried out an urban renewal program that reshaped the city. In 1962, the city initiated the East Central Urban Renewal Project to address concerns that the central business district had become dilapidated. Due to its key location in the heart of downtown High Point, One Plaza Center was a high priority for the HPRC, and it remains one of the few extant mid-twentieth-century office buildings in downtown High Point. The resulting Brutalist-style office building, designed by prominent North Carolina architect James Norman Pease, is an integral part of the fabric of downtown High Point and served as both the physical and visual center of the mid-twentieth-century commercial district.

One Plaza Center's development and construction represents the effective use of Urban Renewal funds and served as an impetus to a broader shift in community planning and development in High Point. The building's period of significance spans from 1970, when construction commenced, through 1974, when it was completed. Tenants such as Seidman & Seidman and First Citizens Bank occupied this key location, conducting business that supported the success of High Point's industries and manufacturers.

The proposed landmark designation would encompass the entire 0.56 acre lot associated with Guilford County Tax Parcel Number 171404. This designation includes significant site features, exterior building elements, and interior building elements that contribute to its architectural and historical character. Site elements to be designated include the original concrete and brick paving, stairs, multi-level sunken concrete plaza, concrete planters, the plaza's metal handrails, original monument sign base and the ground level storefront openings.

Exterior building elements to be designated include the building's concrete load-bearing walls and steel structure with distinctive precast concrete panels, the first floor's aluminum curtain wall fenestration and the recessed windows on the upper floors of the front elevation. Ground-level trapezoid-shaped concrete columns, inset first floor, steel frame eight-light wire glass windows on the rear elevation, windowless side elevations and the building's high parapet and recessed penthouse are additional exterior building elements to be designated.

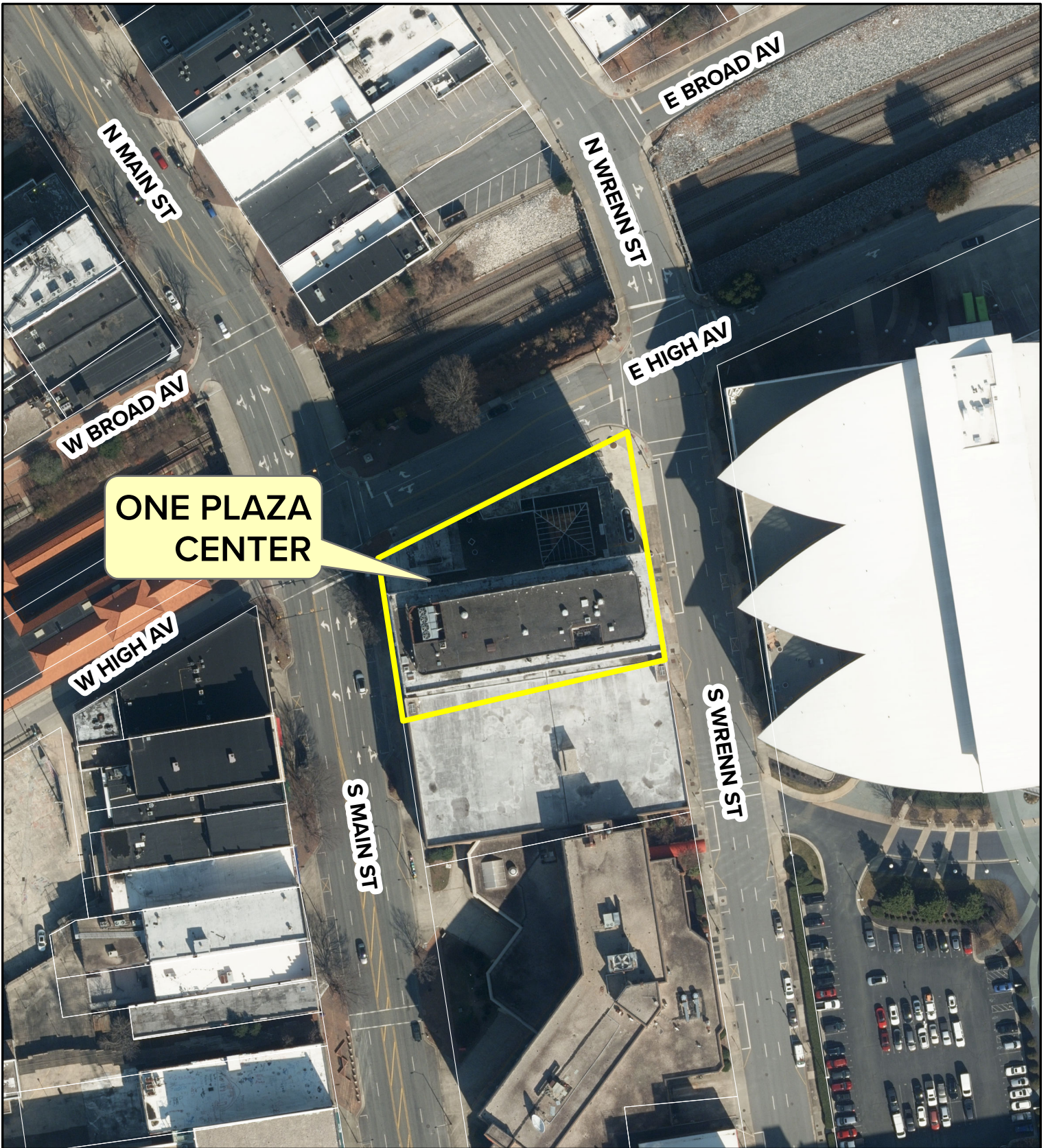
Interior building elements to be designated include the Mosler bank vault and door, concrete load-bearing columns, wood paneling on the eighth floor, tile floor finishes of the first-floor and basement lobbies, travertine wall panels of the first-floor and basement elevator lobbies, original water fountains and U.S. Mail slots on each floor, stairwells with exposed painted concrete block walls, concrete floors and metal stairs as well as the building's elevator shafts and cabs, including the doors and hardware within.

Any site features or building elements not specifically identified above are excluded from designation, including the non-historic pyramidal feature of the plaza.

RECOMMENDATION / ACTION REQUESTED:

Staff finds that the application supports approval of the landmark designation. Furthermore, staff recommends that the Historic Preservation Commission recommend to the City Council that One Plaza Center (Showplace West) at 101 S. Main Street be designated a Guilford County Historic Landmark.

Attachments: One Plaza Center Location Map
Guilford County HPC Recommendation
Guilford County Local Landmark Designation Report



**ONE PLAZA CENTER
AERIAL PHOTOGRAPHY (FEB. 2022)**

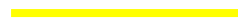
CITY OF
high point.

PLANNING AND
DEVELOPMENT



Scale: 1" = 100'

Subject Property Boundary





GUILFORD COUNTY PLANNING AND DEVELOPMENT

Historic Preservation Commission Recommendation for Local Historic Landmark Designation

Date: October 16, 2024

To: High Point City Council
From: Guilford County Historic Preservation Commission

Property: One Plaza Center (aka Showplace West), 101 S. Main Street, High Point, NC (Guilford County Tax Parcel # 171404)

Property designation details: The Guilford County Historic Preservation Commission recommends to the High Point City Council that One Plaza Center be designated a Guilford County Landmark with specific designation parameters enumerated below. This local landmark designation is unique in that it represents the Urban Renewal movement in High Point, and the exterior and site of the building retains strong architectural integrity of design, materials, and workmanship as a mid-century bank building. The exterior of the building and plaza are largely intact and in keeping with their original design. The primary materials and design elements, such as the use of concrete, pre-cast concrete panels, and aluminum and glass, with an emphasis on mass and scale, demonstrate the original design and workmanship associated with mid-century building technology and the Brutalist style.

Deed Book and Page Number: 8140-2249 to 2257

Specific Area/Features to be designated: The entire lot associated with Parcel #171404 (described by deed as 'Exhibit A' in Deed Book 8140, p. 2254), as well as the specific site features and interior and exterior building elements as enumerated below. *Any site features or building elements **not** specifically identified below are to be **excluded** from designation. Note: this exclusion also applies to the non-historic pyramidal feature.*

1. Site Features:

- Concrete and brick paving and stairs
- Multi-level and sunken concrete plaza
- Concrete planters
- Simple, metal handrails
- Concrete planters and original monument sign base only
- Storefront openings on ground level

2. Exterior Building Elements:

- Concrete, load bearing walls and steel structure
- Precast concrete panels
- Aluminum curtain wall fenestration on first floor, and recessed windows on upper floors of front elevation

400 W Market Street
Post Office Box 3427, Greensboro, North Carolina 27402
Telephone (336) 641-3334 Fax (336) 641-6988



GUILFORD COUNTY PLANNING AND DEVELOPMENT

- Ground level concrete, trapezoid-shaped columns and inset first floor
- Recessed, steel frame, eight-light wire glass windows along the rear elevation
- Windowless side elevations
- High parapet and recessed penthouse

3. Interior Building Elements:

- Mosler bank vault and door
- Concrete, load-bearing columns
- Wood paneling on the 8th floor
- Tile floor finish in the first floor and basement lobbies
- Travertine wall panels in first floor and basement elevator lobbies
- Water fountains and US Mail slots on each floor
- Stairwells with exposed painted concrete block walls, concrete floors, and metal stairs
- Elevator shafts and cabs, including the doors and hardware within

Motion to recommend: Following review and discussion of the application at the regular Guilford County Historic Preservation Commission meeting on October 15, 2024, the Commissioners voted unanimously, 6-0, to recommend the Local Historic Landmark designation.

Sincerely,

Justin Snyder, AICP, CZO
Ex-Officio Secretary to Guilford County Historic Preservation Commission
Senior Planner, Planning and Development Department

**GUILFORD COUNTY
PLANNING AND
DEVELOPMENT**

**Historic Preservation
Commission
Application for Historic Landmark
Designation**

Name of Designated Landmark (Historic and/or Common): One Plaza Center (Showplace West)

Property Address/Location: 101 S. Main Street, High Point

Tax Parcel Number: 171404

Deed Book and Page Number: R8140/Pg2249-2257

Plat Book and Page Number: B40/Pg52

Features to be designated (lot, interior, exterior, etc.): Lot/site, Exterior, and Interior (see section 2 in supplemental materials for specific designation parameters)

☒ Applicant ☒ Owner

Rebekah McGee, Forward High Point

Name (please print legibly)

164 S. Main Street, Suite 606

Mailing Address

High Point, NC 27260

City, State and Zip Code

336-883-9891

Phone Number

rebekah.mcgee@forwardhighpoint.com

E-mail Address

 7/22/24
Signature Date

☒ Applicant ☐ Owner

Kayla Halberg, Commonwealth Preservation Group

Name (please print legibly)

536 W 35th Street

Mailing Address

Norfolk, VA 23508

City, State and Zip Code

757-923-1900

Phone Number

Admin@commonwealthpreservationgroup.com

E-mail Address

 7/19/2024
Signature Date

The application is due no later than noon (12:00 P.M.) on the fourth (4th) Tuesday of the month. The regularly scheduled meeting is typically held every third (3rd) Tuesday of the month.

**Return completed applications by e-mail to:
Guilford County Planning and Development
jsnyder@guilfordcountync.gov
(336) 641-3334**

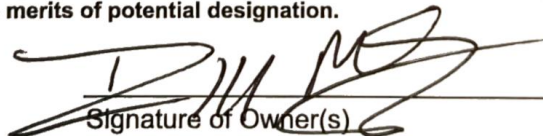
<https://www.guilfordcountync.gov/our-county/planning-development/historic-preservation-program>

READ CAREFULLY AND SUPPLY ALL INFORMATION

The following information must be provided, in digital format, before the application can be reviewed, deemed complete and placed on the next available Historic Preservation Commission agenda:

1. **STATEMENT OF SIGNIFICANCE:** The property must be deemed historically, architecturally or archaeologically significant. **DATE ALONE DOES NOT MAKE A PROPERTY SIGNIFICANT.** Please describe and document the seven aspects of integrity which include the significance of location, design, setting, workmanship, materials, feeling, and association. Include significant dates in the property's history.
2. **MAPS:** Provide a location/vicinity map for the property. Also provide a scaled site plan or as-built survey of the property indicating the proposed landmark boundaries and location of all buildings to be included in the proposed designation.
3. **PHOTOGRAPHS:** Provide a complete photographic record of the property. Include photographic views sufficient to document all significant aspects of the property proposed for designation. All photographs must be labeled and submitted in a digital format. Older photos should be scanned in color.
4. **ARCHITECTURAL DESCRIPTION:** Describe both the original and current appearance and style of the significant structures such as houses, barns, well houses, and other buildings proposed for designation. The description should include the following: date of construction, date(s) of alterations, description of overall form, and exterior details (and interior details if included). Include a drawing of the existing and original (if different) floor plan with rooms labeled.
5. **HISTORICAL BACKGROUND:** Describe the history of the property. The details should include the following: former uses of the property, list of owners (from Grantor-Grantee index), a list of builders and/or architects if known. Also, if available, provide and label further documentation such as newspaper or periodical articles, excerpts from books, cemetery records, register of deeds documents, and oral history documentation.
6. **BIBLIOGRAPHY:** Provide footnotes and a list of information resources.

I, THE UNDERSIGNED, HEREBY CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND I SUPPORT LANDMARK DESIGNATION OF THE PROPERTY DEFINED HEREIN. I acknowledge that the Guilford County Historic Preservation Commission may require additional information. I acknowledge that the designation, if approved by the governing body, includes the specific features requested for designation, or as otherwise determined worthy of designation by the governing body upon recommendation from the Historic Preservation Commission. I acknowledge that any alterations of the property and/or features designated shall first require issuance of a Certificate of Appropriateness (COA) by the Guilford County Historic Preservation Commission or its staff, as appropriate. I acknowledge that all final application materials submitted become the property of Guilford County and may not be returned. **Finally, I hereby consent to the visitation of my property by any local board member or staff, upon reasonable notice, for purposes of investigating the merits of potential designation.**


Signature of Owner(s)

7/22/24
Date

Signature of Owner(s)

Date

One Plaza Center, 101 S. Main Street, High Point
Local Historic Landmark Application
Supplemental Materials

1. Statement of Significance

One Plaza Center is listed in the National Register of Historic Places at the local level of significance and is proposed for Local Historic Landmark Designation in Guilford County under **Criterion A** in the area of **Community Planning and Development**, as well as under **Criterion C** in the area of **Architecture**. During the mid-twentieth century, the City of High Point and the High Point Redevelopment Commission (HPRC) carried out an urban renewal program that reshaped the city. In 1962, the city initiated the East Central Urban Renewal Project to address their concerns that the central business district had become dilapidated. Due to its key location in the heart of downtown High Point, One Plaza Center was a high-priority for the HPRC and it is one of the few remaining mid-twentieth-century office buildings in downtown High Point. The resulting Brutalist style office building, designed by prominent North Carolina architect James Norman Pease, is an integral piece of the fabric of downtown High Point and served as the physical and visual center of the mid-twentieth century commercial district.¹ Its development and construction represent the effective use of Urban Renewal funds and served as an impetus to a broader shift in community planning and development in High Point. One Plaza Center's period of significance begins in 1970, when construction on the building commenced through 1974, when construction was completed and tenants began moving into the building.

Criterion A: Community Planning and Development

One Plaza Center is locally significant under **Criterion A** in the area of **Community Planning and Development** for its key role in the redevelopment plans for the City of High Point's central business district and the East Central Urban Renewal Project (NC R-23). Like many cities facing redevelopment challenges during the mid-twentieth century, the City of High Point applied for federal urban renewal funds to address the desired changes to the CBD and other areas of the city. The North Carolina General Assembly passed the Urban Redevelopment Law in 1951 to permit municipalities to participate in the Federal Urban Renewal program established under the United States Housing Act of 1949.² The Federal Urban Renewal program was designed to provide federal funding to assist cities in removing and redeveloping areas deemed as blighted, and many cities utilized these funds to redevelop their dated and deteriorating downtowns and neighborhoods. By the late 1950s, High Point had acknowledged the need for redevelopment. In

¹City Planning and Architectural Associates, "Core Area Study, High Point, North Carolina: Visual Analysis," March 1975; Frank Warren, "Elwood Hotel Removal Is Considered," *The High Point Enterprise* (January 24, 1964).

² "Urban Renewal, After Slow Start, Now is Reshaping City," *Journal and Sentinel* (Winston-Salem, North Carolina, March 10, 1963).

1961, City Council initiated participation in the Urban Renewal Program by formally identifying target areas within the city, a requirement to petition for inclusion in the program.³

The mid-twentieth century history of urban planning in High Point is inextricably tied to urban renewal, and the development of One Plaza Center was pivotal to the city's plan to revitalize its downtown. In the late 1950s, furniture and hosiery mills began to consolidate and move out of downtown and into larger suburban facilities. Additionally, the economic boom of the post-war period and the housing opportunities afforded by the G.I. Bill led many of its citizens to move away from the town's urban center. As a result, and like many other American cities, High Point enlisted planning expertise and Federal Urban Renewal dollars to re-envision its downtown and attract economic activity back to the central business district.

One Plaza Center became the heart of High Point's downtown urban renewal effort. The design for One Plaza Center sought to provide banking, commercial, and retail space in a prominent and central location that would encourage people to return downtown while improving the aesthetics of the central business district. The redevelopment plans for the CBD called for modern development, a common symbol of progress and forward movement for urban areas during the 1960s and 1970s. The incorporation of a sunken plaza, typical of J.N. Pease Associates design, provide public access to private property and encouraged pedestrian use of the space. The plaza became a public gathering space in High Point for festivals and events, as well as everyday use for outdoor respite. Because of the site's location in central downtown, city officials, developers, and citizens recognized the importance of the site and the potential of the One Plaza Center development to turn around downtown's outlook, rejuvenate the CBD, and encourage future development.

When completed in 1974, commercial and professional tenants such as Seidman & Seidman and First Citizens Bank utilized this key location to conduct business that supported the success of High Point's various industries and manufacturers. Creating a space with all of the conveniences of modern technology was critical to bringing economic activity back to the heart of High Point. One Plaza Center reshaped the city skyline and re-activated downtown. While many of the proposals of the City's Urban Renewal plan never came to fruition, One Plaza Center remains as a symbol of the program's impact on High Point.

Criterion C: Architecture

One Plaza Center is also locally significant under **Criterion C** for **Architecture** as an excellent local example of Brutalist architecture. The building is also one of only a few local examples the work of North Carolina architect James Norman Pease, and is representative of the his modernist design aesthetic.⁴ This eight-story Brutalist building sits on one of the most prominent locations in High Point and represents a style of architecture and era of history that is largely absent from

³ "Council Initiates City Participation In Urban Renewal," *The High Point Enterprise* (March 9, 1961).

⁴ Briggs, *The Architecture of High Point, North Carolina*, 76, 110; The Wachovia Building at 200 North Main Street is a four-story, New Formalist style bank building designed by Odell and Associates, and constructed in 1965. It is cited as the other of two large office buildings constructed in High Point during the 1960s and 1970s. Briggs also notes that the building's exterior sheathing was replaced in the 1990s.

the downtown High Point built environment and is an integral piece of High Point's skyline.⁵ Consistent with mid-twentieth century Brutalist style architecture, the building emphasizes mass and solidarity through the use of concrete load-bearing walls and supports, pre-cast concrete panels, minimal ornamentation, and minimal fenestration. The building's structure was originally designed to accommodate future expansions up to a maximum of twelve floors. This design feature was almost immediately invoked as the original mock-ups included only four stories. Interest generated in leasing opportunities resulted in the construction of an eight-story building at the time of permit approval and completion.

While other mid-twentieth century buildings were constructed in High Point, One Plaza Center is one of a few examples of Brutalism constructed in the downtown area during the 1960s and 1970s.⁶ Among the other examples of Brutalist influence in High Point is the Wachovia Building located just a few blocks away from One Plaza Center at 200 N Main Street. Completed in 1964, the building is three stories tall and was designed by Odell and Associates of Charlotte. While One Plaza Center demonstrates more International Style influences such as its ribbon-like windows and floating base, the Wachovia Building is more characteristic of New Formalist architecture with its emphasized flat capital and thin colonnade. Though the Wachovia Building retains its general modernist design features, its aggregate concrete exterior (a characteristic element of Brutalist influence) was re-sheathed with smooth tile in the late 1990s.⁷

One Plaza Center was designed by J.N. Pease and Associates, a Charlotte-based architecture firm. James Norman Pease Jr. rose quickly through the ranks of his father's company eventually becoming the chief designer for the firm. He was responsible for designing a number of projects in Charlotte during the urban renewal period, and was known for his modernist designs. The firm's shift to modern architecture was cemented when Pease replaced a Beaux Arts-trained architect as chief designer.⁸ Modern design components such as the sunken plaza featured at One Plaza Center were a trademark of his, and the firm's, work.⁹ One of Pease's most notable designs is the Charlotte Observer Building, completed in 1972. Pease's design for One Plaza Center bears some resemblance to the firm's design for the Charlotte Government Center complex in 1966 (Figure 6). Other works by Pease included First Union Tower, Duke Power Computer Center, and at least ten buildings on the campus of UNC-Chapel Hill.¹⁰ While Pease's architectural legacy in Charlotte is well documented, One Plaza Center offers a representative example of the firm's modernist portfolio outside its headquarters in Charlotte.

One Plaza Center is also representative of the trend in mid-century plaza or podium design that frequently accompanied commercial or institutional office towers, or sometimes served as stand-

⁵ The building's original design in 1969 included four stories, however, by the time the permits were pulled in November 1970, it included 8 stories. See historical overview narrative for additional information.

⁶ Briggs, *The Architecture of High Point, North Carolina*, 76, 110.

⁷ Briggs, *The Architecture of High Point, North Carolina*.

⁸ "Charlotte Observer Building," North Carolina Landmarks Commission, n.d.

⁹ Briggs, *The Architecture of High Point, North Carolina*, 110.

¹⁰ NC Modernist, "James Norman Pease, Jr (FAIA(1921-2009)," <https://www.ncmodernist.org/pease.htm> (accessed 13 Nov 2023). Note: Pease's designs varied across the spectrum in Modernist designs and the firm demonstrated experience in various stylistic idioms. Current research has not revealed how frequently Brutalism was used in Pease designs.

alone parks or public spaces. The field of urban planning encouraged the use of these spaces as a way to “create public space on private land,” while architects appreciated the neutral setting to display their building design.¹¹ Plazas featured a combination of hardscape and landscape features – typically minimalist raised planters that were integrated into the plaza floor – which welcomed pedestrians off of the city sidewalks with their integrated benches or step designs that encouraged momentary respite. In addition to their functional purpose, plazas served as a podium or stage for the towers that rose from them, and combined the role of architect and urban planner in the way that they encouraged users to move through built environment. By the 1970s, plazas were a typical design component of many downtown office buildings, and the use of sunken plazas, such as the one that accompanies the One Plaza Center office tower, had become a J.N. Pease Associates trademark.¹² The towering multi-story high-rise building juxtaposed against the sunken plaza created an effective complement. The sunken plaza at One Plaza Center was also successful in attracting pedestrian activity and served as an open gathering space in the city’s urban core.

One Plaza Center’s Brutalist design and sunken plaza is reflective of the mid-twentieth century architectural expression, and in particular, is characteristic of the use of architecture and the built environment to promote and embody the ideals of progress. One Plaza Center is one of only a few remaining mid-twentieth century commercial and institutional buildings in High Point, and was the largest constructed within downtown High Point during the second half of the twentieth century. Its location, size, and design serve as a landmark in the city’s skyline, as well as a physical reminder of the optimism of the urban renewal movement.

Integrity Analysis

Although the pyramidal skylight atrium was added outside the period of significance, **the exterior and site** of the building retains strong architectural integrity of **design, materials, and workmanship** as a mid-century bank building. The exterior of the building and plaza are largely intact and in keeping with their original design. The primary materials and design elements, such as the use of concrete, pre-cast concrete panels, and aluminum and glass, with an emphasis on mass and scale, demonstrate the original design and workmanship associated with mid-century building technology and the Brutalist style. While there has been loss of the interior historic plan and finishes on several of the upper floors, this is typical for an office building which often sees interior partition walls and finishes changed out numerous times. Despite alterations and loss of more-temporal material, the plan remains intact in the primary public first-floor spaces and the bank vault remains. Additionally, the primary circulation around the central staircase and elevator lobby remains intact on each floor. Furthermore, historic finishes and trim remain in the entrance and bank lobby and throughout much of the eighth floor. The majority of the windows and the first-floor storefront have also been retained. Additionally, the building’s relationship with the sunken plaza has been preserved. Although the surrounding landscape has changed a

¹¹ Witold Rybczynski, *Making Cities Work: Prospects and Policies for Urban America* (Princeton: Princeton University Press, 2009).

¹² Briggs, *The Architecture of High Point, North Carolina*, 110.

little over time, and some nearby historic resources have disappeared from the landscape, the building retains integrity of **location and setting** because the site itself is largely intact with much of it appearing similar to what it did in the mid-twentieth century, and the surrounding environment maintains its dense urban commercial setting. Additionally, One Center Plaza retains integrity of its historic **feeling** as a mid-twentieth-century office building and outdoor gathering space and its **association** with its areas and period of significance.

2. Maps, Property Description, Designation Parameters

Location Map: See attached.

Scaled Site Plan: See attached.

Property Boundary Description: See attached Deed and Legal Description of Property

Chain of Title:

Redevelopment Commission of High Point, DB 2424/PG 545, 1970

One Plaza Center, Inc., DB 2478/PG 406, 1970

Neuse, Inc., DB 2729/PG 73, 1975

Phillips Interest, Inc., DB 3784/PG 2038, 1991

HP Showplace Investors IV LLC C/O Walton St. Capital LLC, DB 6414/PG2185, 2006

FHP High Street, LLC, DB R8140/PG 2249-2257, 2019

Former Uses of Property: One Plaza Center has always served as an office building for major financial, accounting, legal, and professional offices, as well as major furniture companies and suppliers.

Designation Parameters:

The property owner of One Plaza Center is seeking local historic landmark designation in order to recognize the property's special local architectural and cultural significance. The portion of the property to be designated associated with parcel number 171404 shown on the attached map are enumerated below. Any elements not specifically identified below are to be excluded from designation.

Site Features:

- Concrete and brick paving and stairs
- Multi-level and sunken concrete plaza
- Concrete planters
- Simple, metal handrails
- Concrete planters and original monument sign base only
- Storefront openings on ground level

Exterior Building Elements:

- Concrete, load bearing walls and steel structure
- Precast concrete panels
- Aluminum curtain wall fenestration on first floor, and recessed windows on upper floors of front elevation
- Ground level concrete, trapezoid-shaped columns and inset first floor
- Recessed, steel frame, eight-light wire glass windows along the rear elevation
- Windowless side elevations
- High parapet and recessed penthouse

Interior Building Elements:

- Mosler bank vault and door
- Concrete, load-bearing columns
- Wood paneling on the 8th floor
- Tile floor finish in the first floor and basement lobbies
- Travertine wall panels in first floor and basement elevator lobbies
- Water fountains and US Mail slots on each floor
- Stairwells with exposed painted concrete block walls, concrete floors, and metal stairs
- Elevator shafts and cabs, including the doors and hardware within

3. Photographs

See attached photos, which correspond with the photo log and descriptions below:

Photo Number	Description	Camera Direction
1	Façade and plaza	S
2	Façade and west elevation oblique	SE
3	Rear (south) elevation and adjacent parking deck	NW
4	Plaza entrance	E
5	Plaza and addition	E
6	Plaza floor, stair, and planter detail	W
7	Recessed first floor and column detail	E
8	Façade main entrance detail	S
9	First floor elevator lobby	S
10	First floor main entrance lobby	W
11	First floor bank teller lobby	E
12	Bank vault door detail	SW
13	Typical Stairwell	N
14	Basement elevator lobby	S
15	Basement storefront facing the plaza	N
16	Basement/plaza addition interior	N
17	Basement kitchen	E
18	Second floor elevator lobby	S
19	Typical upper floor with office partitions removed	W
20	Typical upper floor with office partitions removed	W
21	Typical upper floor, showing ghosting of former office partitions	E
22	Typical upper floor elevator lobby	SW
23	Typical stairwell access and mail slot	N
24	Typical upper floor windows	SE
25	Typical eight floor office	N
26	Eighth floor board room	E

4. Architectural Description

Summary Description

One Plaza Center is located in an urban environment in the central downtown commercial district of High Point, North Carolina. The approximately .56-acre property is situated on a narrow rectangular parcel facing East High Avenue and situated between South Main Street to the west and South Wrenn Street to the east. The property features an eight-story, c.1974 Brutalist bank building, an associated mid-century plaza along the front of the building to the north, and a c.2000 addition at the northeast corner of the building over the plaza. The building abuts public sidewalks on the east and west, with no setback from the street, and is attached to a parking garage via a modern hyphen to the south. One Plaza Center is located just south of

sunken railroad tracks that bisect the downtown, and the dense commercial core includes small plazas with street trees and benches at the intersection of Main and High Streets. Architect Norman Pease of J.N. Pease designed the office tower in the Brutalist style reflecting shifting mid-century architectural trends and institutional and office buildings of that time. The building retains strong architectural integrity of design, materials, and workmanship representative of its mid-century construction. The exterior of the building and plaza are largely intact and, with the exception of the pyramidal addition, in keeping with their original design. The primary materials and design elements, such as the use of concrete, pre-cast concrete panels, and aluminum and glass, with an emphasis on mass and scale, demonstrate the original design and workmanship associated with mid-century building technology and the Brutalist style.

Setting

One Plaza Center is located in an urban environment in the central downtown commercial district of High Point, North Carolina. The approximately .56-acre property is situated on a narrow rectangular parcel facing East High Avenue. It is bound by South Main Street to the west, East High Avenue to the north, South Wrenn Street to the east, and a large modern parking garage immediately adjacent to the south. The building has zero setback from the street and public sidewalks on the east and west sides and is attached to the parking garage via a modern hyphen that contains storage space to the rear/south. However, on the north side, the building is set back from the street and features a small trapezoidal-shaped, open-air sunken plaza. This concrete and paved, multi-level plaza takes up the remaining portion of the lot on the north side and is bound by the public sidewalk to the west, north, and east. It is partially enclosed with a painted hollow metal railing, and tiered concrete steps provide access to each level on the east and west sides. A square enclosure over the below-grade restaurant, with a pyramidal glass skylight roof, is located on the east side of the plaza on the lower level. Two flag poles are located just to the northeast of the skylight room along the south side of the east staircase. Although the plaza consists exclusively of impervious surfaces, a few square and round planter boxes are situated throughout the plaza. The only other vegetation nearby is a single planter bed and street tree at the northwest corner of the building between the public sidewalk and South Main Street.

Bank Tower and Plaza

This eight-story, ten-bay, rectangular masonry and steel-frame building, designed by prominent North Carolina architect, James Norman Pease, was completed in c.1974. Consistent with the characteristics of the Brutalist style architecture of the mid-twentieth century, the building emphasizes mass and solidarity with its use of concrete load-bearing walls and supports, pre-cast concrete panels, minimal ornamentation, and minimal fenestration. The building has a concrete foundation, concrete walls, and a flat membrane roof with a tall concrete parapet and a corrugated metal penthouse. At the first-story level, it features an inset concrete walkway and is supported by tapered, thin, inverted isosceles/trapezoid-shaped concrete columns. The first-story level features an aluminum-and-glass storefront curtain wall. The façade of the upper stories is lined with symmetrically-placed, slightly recessed, fixed aluminum-frame, four-light windows separated by pre-cast concrete columns and pre-cast concrete horizontal bands between each floor. The rear (south) elevation abuts the adjacent, but separately developed municipal parking

deck, along the first three stories. The upper stories of the rear elevation feature symmetrically spaced, steel frame eight-light windows with wire glass. The east and west elevations of the upper stories are devoid of openings and are clad in a combination of square and rectangular pre-cast concrete panels.

The primary entrance is located at the east end of the north elevation (façade) south of the pyramidal addition. This slightly recessed entrance features a double-leaf glass door with large sidelights and an arched transom encased within a larger rectangular transom window. Another prominent entrance is centrally located on the west side facing South Main Street and consists of a double-leaf aluminum-and-glass door with sidelights and a cantilevered metal canopy. Two secondary entrances are located on the east elevation. These include a single-leaf aluminum-and-glass door with sidelights and a single-leaf metal slab door with a single-light transom. Additionally, a corrugated metal, roll-up loading door is located in the southernmost bay on the east elevation.

Interior

On the interior, the first floor opens to a small, somewhat central, entrance and elevator lobby that provides access to the historic bank teller space, offices, the loading dock, and the adjacent parking garage. The ornamental lobby features a decorative-patterned tile floor, ornate wood-paneled elevator doors with a circular floral motif, an ornate, multi-armed highly polished brass (or brass-plated) central chandelier, and marble walls flanking the elevators. Double-leaf wood-and-glass doors on the west side of the lobby lead to a large, open bank teller space that can be accessed directly from South Main Street through a small aluminum-and-glass vestibule. The lobby and bank teller space are separated by an unpainted, wood-paneled wall with pilasters, chair-rail, and an overdoor with an elliptical fan directly above the entrance. The bank teller space has exposed concrete floors, square, concrete load-bearing columns that have been wrapped with wood paneling, and an exposed wood rafter ceiling. The historic Mosler bank vault is located at the southwest corner of the space and retains the original metal vault door, screening, and door surround.

Additional offices are located at the northeast corner of the building accessed from the lobby on the east side. This space is separated from the lobby by a full-height aluminum-and-glass curtain wall and is accessed through unpainted, wood-paneled double-leaf doors. On the southeast corner of the floor, there are restrooms and a long east/west corridor leading to a rectangular loading area that can be accessed directly off South Wrenn Street. In addition to the central elevators, there are two enclosed staircases providing access to the upper floors. One is located on the east side of the building behind the elevators and is accessed off the rear corridor. The other staircase is located at the southwest corner of the building and is accessed from the exterior. Other first-floor finishes are limited to exposed concrete block, dropped acoustical tile ceilings, and tile wainscoting in the restrooms. Finishes have been removed from the office spaces.

The upper floors, with the exception of the eighth floor, largely feature an open plan with ghosting of former offices and circulation situated around two central, rectangular partitioned

enclosures that feature restrooms, the interior staircase, and the elevators. On these floors, most of the finishes – both historic and otherwise - have been removed. What remains is exposed concrete floors, an exposed concrete ceiling structure, and exposed systems. Limited patches of ceramic and/or asbestos tile remain in patches on each of the upper floors. On the eighth floor, the executive staff office plan is intact along with the floor and wall finishes, doors, and trim. Like the lower floors, the plan includes a central rectangular section for the elevators and interior stair. The remainder of the offices are accessed off a primary corridor that encircles the central section. The offices largely feature carpeted floors, wallpapered walls, and acoustical tile ceilings. While the date of the ACT is currently unknown, it appears that the finished ceiling height has remained consistent. Some of the rooms feature horizontal wood veneer paneling and wainscoting. Interior doors largely include flush, hollow-core wood doors. The conference room is more ornate and features wood-paneled wainscoting and applied wood crown molding and is accessed via double-leaf wood-paneled doors. Additionally, original double-leaf, twenty-seven coffered-paneled wood doors, flanked by fluted wood pilasters, remain accessing a prominent office. While intact, and representative of the building's historic finishes that have largely been lost, extensive water damage has severely deteriorated the eighth-floor finishes.

Basement

The basement, which connects to the sunken plaza, features multiple offices, storage space, and a restaurant. Like the upper floors, the basement features a central rectangular partition containing the elevators, elevator lobby, central staircase, and restrooms. Along the rear, or south side, of the basement, a long east/west corridor provides access to offices along the rear wall. The north side of the basement features the restaurant space, including a kitchen and a bar with direct access to the exterior plaza. In c.2000, a one-story, square addition with a pyramidal glass atrium was added at the northeast corner of the building over the plaza. The addition provided additional covered and conditioned space for the restaurant and the design of the new space allowed for additional natural light.

Complimentary to the design of the office tower, this addition has concrete walls and emphasizes mass and solidarity. In addition to the aluminum-and-glass pyramidal roof, it has fixed, single-light windows along the upper wall and five entrances, which consist of single-leaf and double-leaf wood-and-glass paneled doors, accessing the sunken plaza on the west side. Level with the basement, additional rooms, including restrooms and a mechanical space, are located underneath the upper levels of the plaza along the northeast and southwest corners. The basement includes a mixture of exposed concrete flooring and concrete flooring finished with ceramic tile. Other basement finishes include wallpapered drywall walls, dropped acoustical tile ceilings, and ceramic tile walls in the kitchen. Some areas of the public space feature marble walls matching those in the elevator lobby. Additionally, the restaurant and bar space features wood-paneled wainscoting and trim.

The concrete and paved, multi-level plaza takes up the remaining portion of the lot on the north side of the building, and it is partially enclosed with a painted hollow metal railing. Wide, terraced concrete steps provide access to the lowest level of the plaza, accessing the restaurant and pyramidal atrium, directly from South Main Street and the walkway at the northwest corner

of the building. This expansive staircase features a central railing, as well as a rectangular planter bed feature situated mid-way down the stairs. This planter bed feature is constructed of concrete and has a plant bed over a louvered vent at one end and a t-shaped aluminum monument sign identifying the restaurant at the other. The lowest level of the plaza, adjacent to the basement restaurant space, is open and features concrete pavers. On the east side of the plaza, at street level, a large, wide, concrete cylindrical monument sign identifies the different suites within the building. At the northeast corner, concrete stairs lead to a mid-level concrete platform that extends along the northeastern end along East High Avenue. At the west end of this section, additional concrete steps lead to the sidewalk along East High Avenue. Additionally, a ramp, which is separated from the main level of the plaza to the east by a row of planter boxes, is located along the east side of the plaza and connects to the mid-level landing on the north side. A painted hollow metal railing separates the ramp and the mid-level plaza from the lower level to the south and west. Two flag poles, which are situated on a concrete base, are located just to the northeast of the skylight room along the south side of the east staircase. Although the plaza consists exclusively of impervious surfaces, a few square and round planter boxes are situated throughout the plaza.

5. Historical Background

High Point was founded in 1859 at the highest point of the North Carolina railroad where it intersected with the Great Plank Road.¹³ The first furniture factory opened in High Point in 1888, and by the end of the nineteenth century, the city was one of the leading furniture manufacturing centers in the south.¹⁴ The furniture industry, along with textiles and hosiery, continued to boom as the city grew in the early twentieth century. Although the city's focus eventually shifted from manufacturing to showcasing furniture, by the 1980s, the city had become known as "The Furniture Capital of the World."¹⁵

Like many American cities during the mid-twentieth century, High Point began to suburbanize, and less development and attention was focused downtown. In the late 1950s, High Point viewed its downtown as dated and inadequate for a thriving industrial city. As a first step to rejuvenate the central business district and draw people back downtown, the city published "Pilot Plan: A Preliminary Land Use and Thoroughfare Plan for The High Point Planning Area" in 1960. The Pilot Plan set forth ambitious expectations for population growth, manufacturing, retail, and wholesale and distributing industries by 1980.¹⁶ The city planners who authored the plan

¹³ "Geography, History, and Climate," The City of High Point, North Carolina. Accessed July 27, 2023. <https://www.highpointnc.gov/2007/Geography-History-Climate>.

¹⁴ Richard B. McCaslin, "High Point," NCpedia (2006). Accessed July 27, 2023. <https://www.ncpedia.org/high-point/>; "Geography, History, and Climate."

¹⁵ "Key Industries: Furniture," ANCHOR: A North Carolina History Online Resource. Accessed July 27, 2023. <https://www.ncpedia.org/anchor/key-industries-furniture>; "Find Inspiration Here," Visit High Point. Accessed July 27, 2023. <https://visithighpoint.com/>.

¹⁶ "Pilot Plan: A Preliminary Land Use and Thoroughfare Plan for The High Point Planning Area," City Planning Department of High Point North Carolina (January 1960). High Point Collection Planning Vertical File, High Point Library.

advocated for a plethora of changes that needed to be undertaken to make downtown High Point, “a desirable place for the location of commerce and industry which will constitute a well-balanced economy.”¹⁷

After two years, High Point’s Downtown Development Corporation sought an outside opinion on how best to revitalize the downtown area, and hired City Planning Associates Inc. (CPAI) of Mishawaka, Indiana. CPAI was a full-service community planning and urban design consulting firm. During the 1960s, the firm added “Urban Renewal Consultants,” to their portfolio of services, and over the course of the decade authored numerous studies and redevelopment plans. In 1962, CPAI completed the “Central Business District Study,” which presented their findings on the conditions of downtown High Point and recommendations for redevelopment.¹⁸ The study claimed that the current central business district did not fully “express... the vitality of the people of High Point,” and suggested solutions relating to the aesthetics and cohesion of the central business district (CBD) utilizing data from extensive surveys of the district’s built environment, traffic patterns, and assessments of its general feeling. The overall goal of this plan was to create a healthier downtown that was more suited to modern methods of transportation, a burgeoning middle class, and the need for increased speculative office space.

CPAI’s report indicated several key areas of concern that contributed to stalling downtown development. In the 1930s, the train tracks that bisected the town were lowered to help alleviate traffic and safety concerns. The unintended consequence of the below-grade train-track, however, was a physically divided central business district. Another issue cited in the report was the high upper floor vacancy rates throughout the CBD due to a lack of elevator services in historic buildings.¹⁹ However, to CPAI, the most glaring issue was the built environment’s deterioration and inconsistent streetscapes. During the mid-twentieth century, downtown buildings were competing with sleek, modern suburban development such as low-rise retail strip malls and office centers with vast, dedicated parking lots. In addition to deterioration, inconsistent uses had resulted in unharmonious storefronts and streetscapes. According to CPAI, the first step in downtown revitalization was to cover the railroad tracks and create a series of pedestrian plazas.²⁰ CPAI also proposed that downtown buildings should be converted to single uses and updated to modern standards, and to create a unified vision for downtown High Point.²¹

Like many cities facing redevelopment challenges during the mid-twentieth century, the City of High Point applied for federal urban renewal funds to address the desired changes to the CBD and other areas of the city. The North Carolina General Assembly passed the Urban Redevelopment Law in 1951 to permit municipalities to participate in the Federal Urban Renewal program established under the United States Housing Act of 1949.²² The Federal Urban

¹⁷ “Pilot Plan,” 3.

¹⁸ City Planning Associates, Inc., “Central Business District Study, High Point, North Carolina,” (September 25, 1962).

¹⁹ City Planning Associates, Inc., “Central Business District Study,” 2, 16, 29.

²⁰ City Planning Associates, Inc., “Central Business District Study.”

²¹ City Planning Associates, Inc., “Central Business District Study,” 37.

²² “Urban Renewal, After Slow Start, Now is Reshaping City,” *Journal and Sentinel* (Winston-Salem, North Carolina, March 10, 1963).

Renewal program was designed to provide federal funding to assist cities in removing and redeveloping areas deemed as “blighted” and/or “slums,” and many cities utilized these funds to redevelop their dated and deteriorating downtowns and neighborhoods. By the late 1950s, High Point had acknowledged the need for redevelopment. In 1961, City Council initiated participation in the Urban Renewal Program by formally identifying target areas within the city, a requirement to petition for inclusion in the program.²³ Within days of City Council approval, the High Point Mayor appointed five citizens to serve on the Redevelopment Commission. Once incorporated, the High Point Redevelopment Commission had authority to “purchase property, issue bonds and file condemnation proceedings” as part of the city’s urban renewal program.²⁴

In 1962, the City Planning Associates also prepared a proposal for High Point’s East Central Urban Renewal Project, NC R-23. Rather than undertaking multiple smaller or area-focused projects like other cities in North Carolina, High Point opted to include all of the areas slated for urban renewal and redevelopment into one project. The boundary of the project included the CBD, as well as nearby residential areas (Figure 1). The project boundary was divided into three segments – A, B, and C – primarily for land acquisition purposes. Segment C included the CBD project area (Figure 1).²⁵

One of the areas identified for acquisition in Section C was downtown’s most sought-after plot of land located at the southern intersections of S. Main, E. High, and S. Wrenn Streets. At the time, the site, located in the physical heart of the commercial downtown, was occupied by the Elwood Hotel. Although not specifically mentioned in the East Central Urban Renewal Project, as development plans evolved, City officials, community members, and developers frequently cited the property as pivotal for “the success of the entire High Point downtown renewal,” for its proximity to the commercial core and other planned renewal projects such as the never-realized pedestrian plaza over the railroad tracks.²⁶ Real estate consulting firm Frederick M. Babcock and Co. provided recommendations for the site’s future use, and described the property as “the most prominent one” in the area where the construction of a “good, modern building” would promote increased values for neighboring properties.²⁷

The HPRC received multiple proposals for the site of the Elwood Hotel, and spent months considering the redevelopment of the parcel and evaluating the quality of the submissions. Several of the proposals focused on the adaptive reuse of the site while others proposed the construction of a modern building. City officials and the HPRC, however, determined that demolishing the historic hotel was the most cost-effective and responsible action the city could take. While the HPRC acknowledged the beauty of the old building, they rendered it obsolete and unsafe. *The High Point Enterprise* wrote, “Experts say High Point’s largest and oldest

²³ “Council Initiates City Participation In Urban Renewal,” *The High Point Enterprise* (March 9, 1961).

²⁴ “Mayor Appoints Commission on Urban Renewal,” *The High Point Enterprise*, March 16, 1961.

²⁵ City Planning Associates, Inc., *Summary Report: East Central Urban Renewal Project, N.C. R-23, High Point, North Carolina* (1962).

²⁶ Frank Warren, “Elwood Hotel Removal Is Considered,” *The High Point Enterprise* (January 24, 1964).

²⁷ Warren, “Elwood Hotel Removal Is Considered.”

landmark - the Elwood Hotel - has got to go.”²⁸ In the eyes of the HPRC, the success of the entire downtown revitalization efforts rested on redeveloping this plot of land, and as *The Enterprise* wrote, anything less than full redevelopment of the site was a “gamble on perpetuating the blight which is helping to sap the lifeblood of the downtown area.”²⁹

In January 1967, the HPRC used its authority to condemn and acquire property for redevelopment, gaining ownership of the Elwood Site, as it was then known.³⁰ Although initially settling on payment of a little over \$500,000, the former property owner filed a condemnation suit regarding the appropriate valuation of the Elwood Hotel in April 1969. While the previous owner sought payment of \$1 million, the jury ultimately awarded \$942,500 for the site. The outcome of the lawsuit, along with similar condemnation hearings, prompted the HPRC to limited future acquisitions by condemnation proceedings whenever possible.³¹

²⁸ Frank Warren, “By a Department Store: Elwood Hotel Replacement Is Proposed,” *The High Point Enterprise* (February 9, 1964).

²⁹ Warren, “By a Department Store: Elwood Hotel Replacement Is Proposed,”

³⁰ Ray Hubbard, “Urban Renewal Progress Report: Remaking The Face Of A City,” *The High Point Enterprise* (May 8, 1966), Forrest Cates, “Mayor Appoints Commission on Urban Renewal,” *The High Point Enterprise* (March 16, 1961).

³¹ “Looting The Taxpayers,” *The High Point Enterprise* (April 7, 1969).

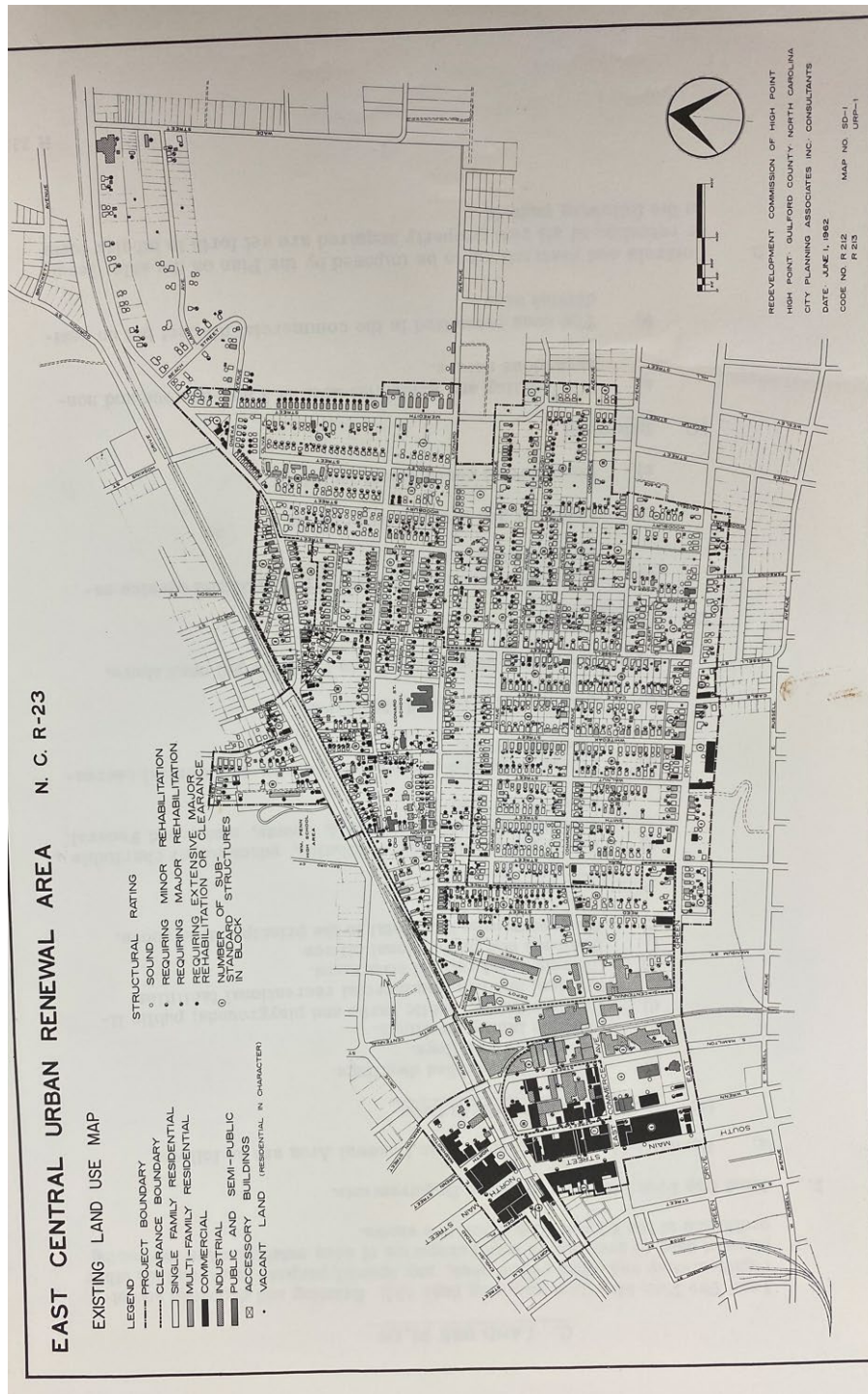


Figure 1: East Central Urban Renewal Area Existing Land Use Map depicting the project boundary. The central business district is located on the western end of the project area. City Planning Associates, Inc., “Summary Report: East Central Urban Renewal Project, N.C. R-23, High Point, North Carolina,” (1962).

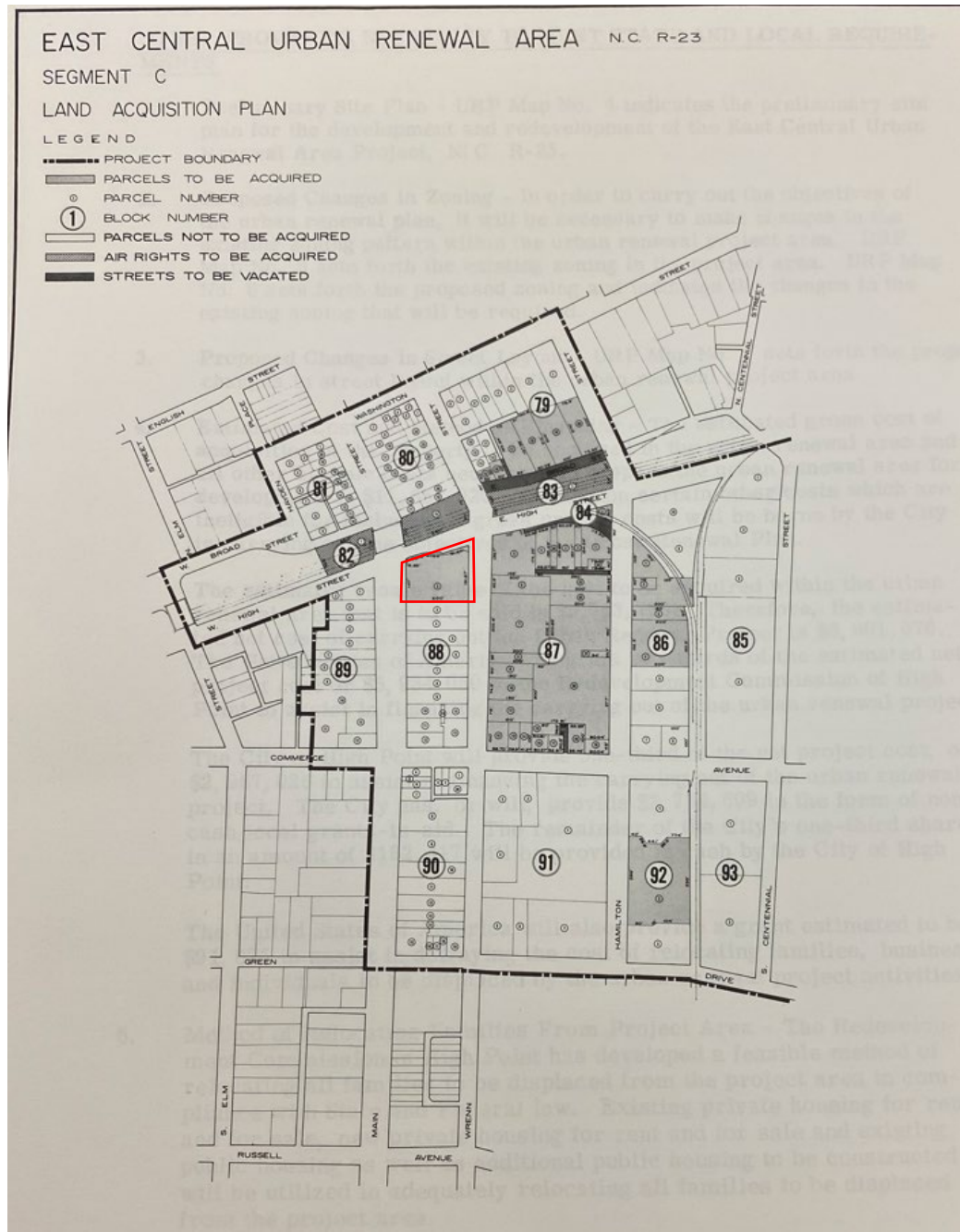


Figure 2: Map of the East Central Urban Renewal Area's Section C – Land Acquisition Plan. City Planning Associates, Inc., "Summary Report: East Central Urban Renewal Project, N.C. R-23, High Point, North Carolina," (1962). Red boundary indicates approximate location of the future One Plaza Center.

By August 1967, the city was entertaining bids for the demolition of the Elwood Hotel. After selecting the lowest bid, demolition proceeded from September 1967 to March 1968.³² For nine months the HPRC sought a proposal for the site's redevelopment. At first, only one developer, A. Pat Brown, expressed interest in the property. Brown submitted an opening bid for only \$75,000 and the only other group that expressed interest was the High Point Housing Authority with plans to develop a high-rise home for the elderly.³³ The city eventually awarded the development project to L. Ray McMahan who offered the highest bid for the property at \$207,000.³⁴ While all of the other proposals submitted to the HPRC recommended commercial space, office towers, or apartments, McMahan's plan differentiated itself from the rest as he planned to include a built-in mall, as well as a large banking space. The Merchants' Association, however, was staunchly opposed to any plan that included a bank at the former Elwood site, preferring a more retail-oriented plan or a large retail development. Despite this, the HPRC resolved that they would not receive a bid higher than the one McMahan has offered, and by law, the commission was required to either accept the highest offer or reject all bids.³⁵ In January 1969, the sale of the site to McMahan was approved by the City Council with one opposing vote.³⁶ The dissenting voter worried about the lack of confirmed tenants and the vagueness of the plan, and wanted to iron out specifics before the federal government stamped its seal of approval on the project. McMahan, however, contested that no large tenants would commit themselves to the site until its purchase was secured and development initiated.

In May 1969, McMahan unveiled the preliminary development plan for the site which included a four-story modern building (Figure 3). The plan itself featured equal square footage for banking and retail on the first floor, a second-floor cafeteria, and office space on the third and fourth floors. The estimated cost of the building was \$2.5 million.³⁷ First Citizens Bank and Trust, the eventual owners of the building, and First Union Bank expressed interest in the space; other interested tenants included Mann Drug, three additional banks, and S&W Cafeteria.³⁸ The Merchants' Association was disappointed with the inclusion of a bank in roughly half of the retail space on the first floor, but supported the idea of Mann Drug and S&W Cafeteria locating within the building. The Association cited issues of traffic congestion caused by drive-thru bank windows, the need to "strengthen the downtown retail area," and the opinion that it was unfair that the city turned down the original offer of \$75,000 by Mr. Brown who proposed a similar plan to make the building a primary space for banking.³⁹

³² "Elwood Bids Are Opened," *The High Point Enterprise* (December 6, 1968).

³³ "Elwood Site Interest Slim," *The High Point Enterprise* (November 29, 1968).

³⁴ Ray Hubbard, "Price Tab on Elwood Soars; Four Bids Are Entered," *The High Point Enterprise* (December 4, 1968).

³⁵ Hubbard, "Price Tab on Elwood Soars; Four Bids Are Entered."

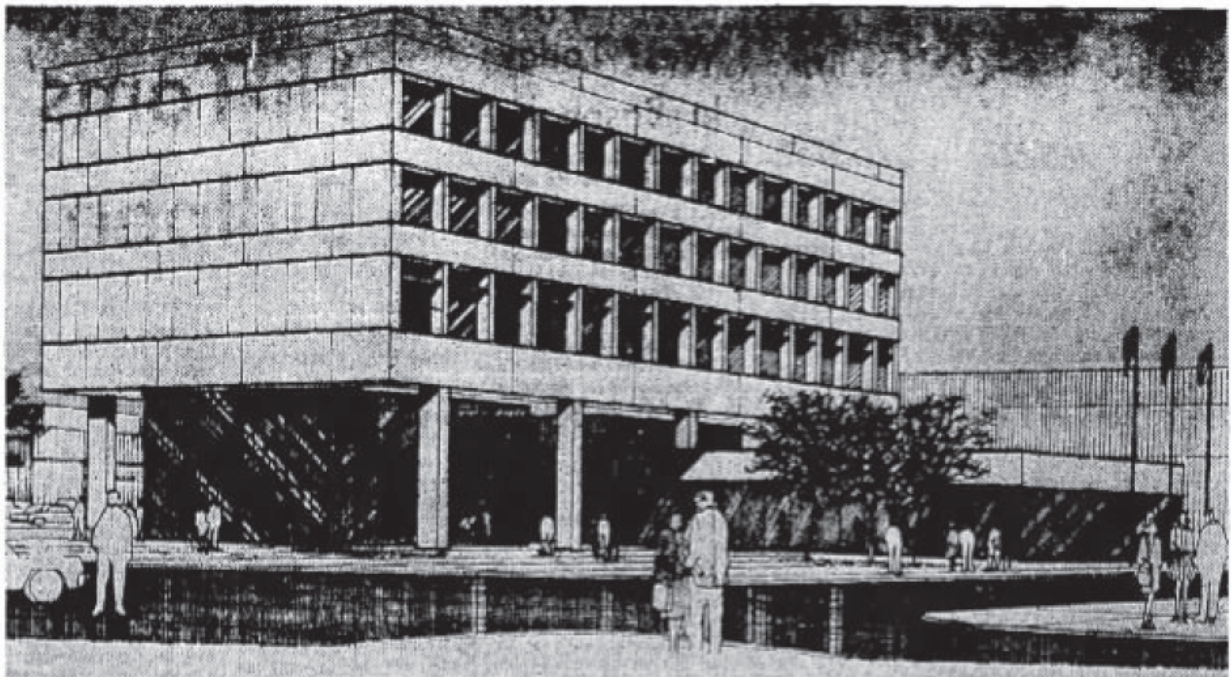
³⁶ Forrest Cates, "Elwood Site Sale Okayed By Council: One Vote Is Cast Against," *The High Point Enterprise* (January 16, 1969).

³⁷ Ray Hubbard, "No Approval Yet: Elwood Action Still Stymied," *The High Point Enterprise* (May 6, 1969).

³⁸ Ray Hubbard, "No Lease Is Signed Yet: Mann Drug Is A Top Elwood Prospect," *The High Point Enterprise* (May 9, 1969).

³⁹ Hubbard, "No Lease Is Signed Yet: Mann Drug Is A Top Elwood Prospect."

Initially, it was announced that McMahan's proposal was not accepted, and the issues of internal layout were hotly debated at a series of city council meetings. However, on May 11, 1969, city council approved the plan, and lifted restrictions in order to allow McMahan to continue with the most feasible plan, including placing a bank inside the building. McMahan's proposal was deemed by city council to be "attractive, combining utility and a type of easiness uncommon to business structure on high-priced land."⁴⁰ The detailed development plans for One Plaza Center, as the site had been named, were unveiled for HPRC and Housing and Urban Development Officials in September 1969. The four-story Brutalist building was designed by Charlotte-based architect J. N. Pease, who was known for his Bauhaus-influenced modern designs.⁴¹ Ultimately the large department store component of the project was not pursued due to a lack of viable parking, but space for retail was still included in the plan. Although the building's design was for at least four-stories, McMahan stated that there was enough tenant-interest to possibly increase the building to five, eight, or even a dozen floors.⁴²



ARCHITECT'S DRAWING OF LATEST PLANS FOR ELWOOD SITE DEVELOPMENT

Figure 3: "Architect's Drawing of Latest Plans for Elwood Site Development," May 1969, from "No Approval Yet: Elwood Action Still Stymied," *The High Point Enterprise* (May 6, 1969).

⁴⁰ "Elwood Redevelopment Needs to Be Pressed," *The High Point Enterprise* (May 11, 1969).

⁴¹ Benjamin Briggs, *The Architecture of High Point, North Carolina: A History and Guide to the City's Houses, Churches, and Public Buildings* (Charleston: The History Press, 2008), 110.

⁴² "One Plaza Center Replacing Old Elwood," *The High Point Enterprise* (September 17, 1969).

In addition to the four or more stories that would be included for banking, retail, cafeteria, and office space, the design for One Plaza Center included a sunken pedestrian plaza. As cities became increasingly autocentric, architects and planners began reshaping the ways in which people interacted with the built environment through the introduction of plazas. In many cities during the mid-twentieth century, high-rise developers were encouraged to add plazas to their designs; planners viewed the addition as a way to “create public space on private land,” while architects appreciated the neutral setting to display their building design.⁴³ Plazas were characterized by a combination of hardscape and landscape features – typically minimalist raised planters that were integrated into the plaza floor – which welcomed pedestrians off of the city sidewalks with their integrated benches or step designs that encouraged momentary respite. In addition to their functional purpose, plazas served as a podium or stage for the towers that rose from them, and combined the role of architect and urban planner in the way that they encouraged users to move through built environment. By the 1970s, plazas were a typical design component of many downtown office buildings, and the use of sunken plazas in particular had become a J.N. Pease Associates trademark.⁴⁴

By November 1970, George W. Kane, Inc contracting company was selected as the prime contractor and construction on One Plaza Center was underway. McMahan was now confident the building could secure enough tenants for additional floors, and obtained a building permit for the construction of an eight-story building; officials told *The High Point Enterprise* that the foundations were being prepared to support as many as twelve floors.⁴⁵ City officials, including Mayor Robert Davis, viewed the new One Plaza Center development as a key to “rejuvenating development” of the CBD, with City Planning Director Duncan McIntyre stating, “If this comes through as projected, then downtown may be revitalized.”⁴⁶

The building was substantially complete by 1973, and in 1974 it was purchased by Neuse, Inc., a real estate subsidiary of First-Citizens Bank and Trust Co.⁴⁷ The property was purchased for about \$5 million, and at this time the bank renamed One Plaza Center to First-Citizens Bank Plaza to prevent any confusion since the bank intended to place their name on the building.⁴⁸ The completed building was designed to include tenant-designed office space, and advertised its modern features such as “year-around temperature comfort control” and “four high-speed synchronized elevators.” Additional advertised amenities included a mini-mall shopping facility, which was associated with the sunken pedestrian plaza.⁴⁹

The first tenants to move into the almost-completed building were Seidman & Seidman, one of the largest accounting firms in the world who had worked in the furniture and textiles industries for generations. Beginning in the spring of 1974, Seidman & Seidman occupied most of the sixth

⁴³ Witold Rybczynski, *Making Cities Work: Prospects and Policies for Urban America* (Princeton: Princeton University Press, 2009).

⁴⁴ Briggs, *The Architecture of High Point, North Carolina*, 110.

⁴⁵ “One Plaza Center Boosts Building Permits Way Up,” *The High Point Enterprise* (November 13, 1970).

⁴⁶ “Downtown is At Crossroads Again,” *The High Point Enterprise* (September 13, 1970).

⁴⁷ “One Plaza Bought By Bank,” *The High Point Enterprise* (January 14, 1974).

⁴⁸ “One Plaza Renamed for Bank,” *The High Point Enterprise* (April 30, 1974).

⁴⁹ “Your Prestigious New Business Address: First-Citizens Bank Plaza,” *The High Point Enterprise* (July 28, 1974).

floor and moved to One Plaza Center (then named First-Citizens Bank Plaza) for its expanded space and modern amenities. The firm's North Carolina operations often involved consultation on predictions for the future of the furniture industry. Their role as accountants and market evaluators was integral to the success of dozens of local furniture companies and manufacturers that they represented from their One Plaza Center office.

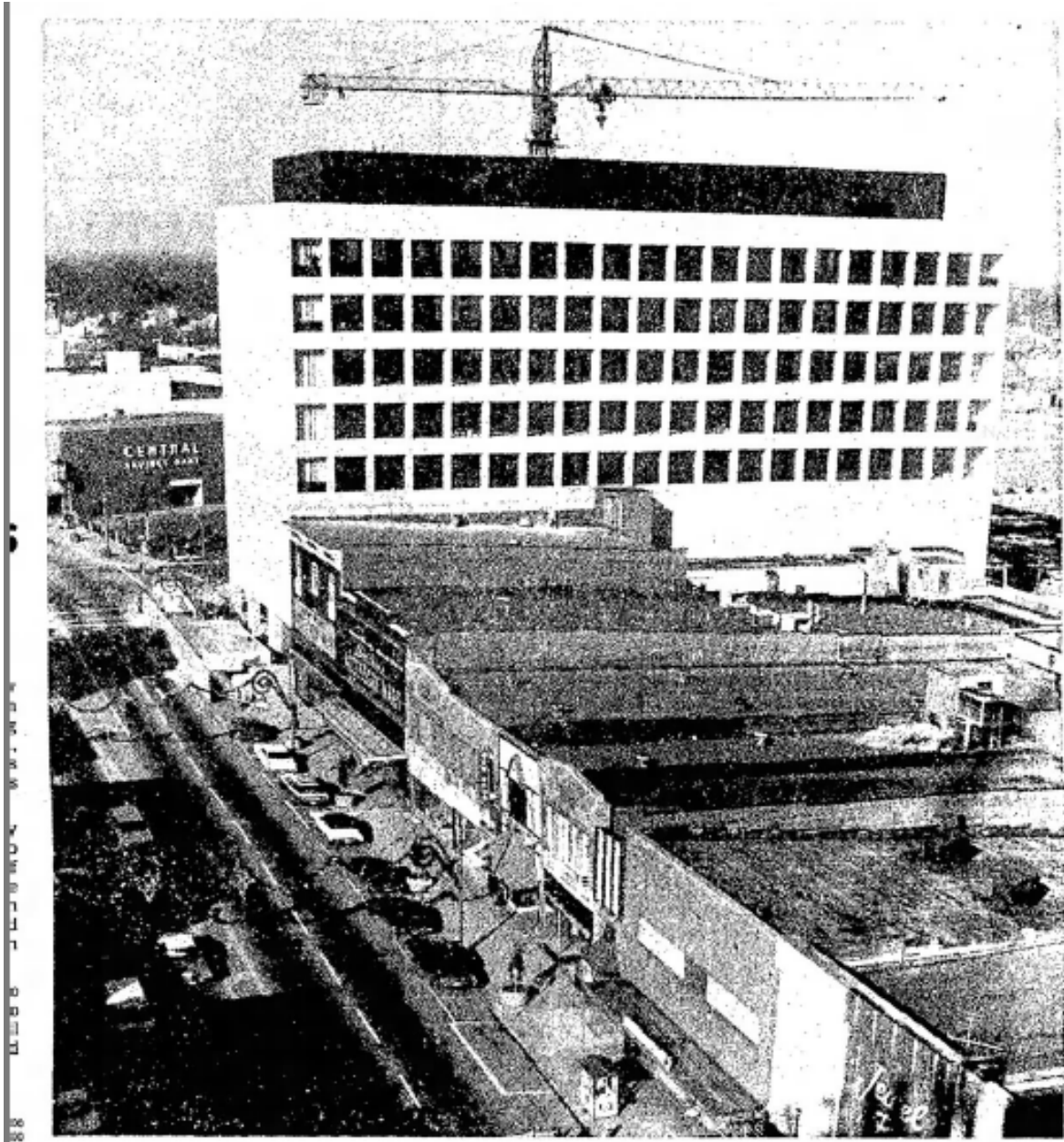


Figure 4: One Plaza Center substantially completed, with First Citizens Bank & Trust Co. expected to occupy the first floor. “Changes on the Skyline,” *The High Point Enterprise* (December 9, 1973).



Figure 5: Photos from the 1978 lunchtime series “FESTIVAL-IN-THE-PLAZA.” “Significant Investments,” *Downtown High Point* (September 1978), 3.

One Plaza Center officially opened as First-Citizens Bank Plaza on June 3, 1974, celebrating with a free, open-to-the-public “Festival in the First-Citizens Bank Plaza.”⁵⁰ The event was a success with the community, and began a series of public events held in the plaza. Those involved with the development had hoped that the plaza’s pedestrian mall and fountain would help draw people back downtown, and as intended, the completed pedestrian plaza provided a space for gathering and entertainment.⁵¹ Throughout the 1970s the space continued to be used, with events such as the “FESTIVAL-IN-THE-PLAZA” series that provided free, public entertainment during lunchtime, coordinated by the High Point Economic Development Corporation. A *Downtown High Point* newsletter described the events stating that 200-300 “secretaries, bankers, lawyers, businessmen and women, families, merchants and shoppers have spent lunch hours in the Plaza listening and watching the entertainment presented.”⁵² The success of these events is representative of the utilization of pedestrian plazas in American urban centers nationally during the mid-to-late twentieth century.

⁵⁰ “You’re Invited Tonight! Festival in the First-Citizens Bank Plaza,” *The High Point Enterprise* (June 3, 1974).

⁵¹ “Thomasville Trying to Salvage Heart of Town,” *The High Point Enterprise* (August 11, 1974).

⁵² “Significant Investments,” *Downtown High Point* (Pamphlet) (September 1978), 3.

Although some of the designs, proposals, and goals for urban renewal improvements in High Point - such as covering the railroad tracks and creating a pedestrian plaza in their place - were never realized, One Plaza Center (First-Citizens Bank Plaza) was successful in its goal to contribute positively to the revitalization of downtown High Point. Within four years of its completion, the City acknowledged the building as the “most notable” of the important developments within the city.⁵³ While other smaller office buildings were constructed in downtown High Point during this period, it is significant as the largest high rise office tower constructed in the Brutalist style in downtown during the second half of the twentieth century.⁵⁴ In a 1975 visual analysis by City Planning and Architectural Associates of Chapel Hill, One Plaza Center’s “size, color, and bold simple design” as well as its “highly visible location” made the building “an effective visual mid-point for the primary commercial area.”⁵⁵ Decades later, architectural historian Benjamin Briggs described the building as setting “a progressive tone for the development of downtown High Point” while redefining the CBD’s appearance.⁵⁶ One Plaza Center continued operation as a bank and retail space with offices on the upper floors until 2006 when it was purchased by the nearby Furniture Showplace and utilized as additional furniture showroom space and offices for the company.

Architect

One Plaza Center was designed by **J.N. Pease and Associates**, a Charlotte-based architecture firm. **James Norman Pease Jr.** rose quickly through the ranks of his father’s company eventually becoming the chief designer for the firm. The building is also one of only a few local examples the work of North Carolina architect James Norman Pease, and is representative of his modernist design aesthetic.⁵⁷ He was responsible for designing a number of projects in Charlotte during the urban renewal period, and was known for his modernist designs. The firm’s shift to modern architecture was cemented when Pease replaced a Beaux Arts-trained architect as chief designer.⁵⁸ Modern design components such as the sunken plaza featured at One Plaza Center were a trademark of his, and the firm’s, work.⁵⁹ One of Pease’s most notable designs is the Charlotte Observer Building, completed in 1972. Pease’s design for One Plaza Center bears some resemblance to the firm’s design for the Charlotte Government Center complex in 1966 (Figure 6). Other works by Pease included First Union Tower, Duke Power Computer Center,

⁵³ “Significant Investments,” *Downtown High Point* (Pamphlet) (September 1978), 2.

⁵⁴ Briggs, *The Architecture of High Point, North Carolina*, 76, 110.

⁵⁵ City Planning and Architectural Associates, “Core Area Study, High Point, North Carolina: Visual Analysis,” March 1975, 23.

⁵⁶ Briggs, *The Architecture of High Point, North Carolina*, 76.

⁵⁷ Briggs, *The Architecture of High Point, North Carolina*, 76, 110; The Wachovia Building at 200 North Main Street is a four-story, New Formalist style bank building designed by Odell and Associates, and constructed in 1965. It is cited as the other of two large office buildings constructed in High Point during the 1960s and 1970s. Briggs also notes that the building’s exterior sheathing was replaced in the 1990s.

⁵⁸ “Charlotte Observer Building,” North Carolina Landmarks Commission, n.d.

⁵⁹ Briggs, *The Architecture of High Point, North Carolina*, 110.

and at least ten buildings on the campus of UNC-Chapel Hill.⁶⁰ While Pease's architectural legacy in Charlotte is well documented, One Plaza Center offers a representative example of the firm's modernist portfolio outside its headquarters in Charlotte.

Building Owners:

Redevelopment Commission of High Point, DB 2424/PG 545, 1970

One Plaza Center, Inc., DB 2478/PG 406, 1970

Neuse, Inc., DB 2729/PG 73, 1975

Phillips Interest, Inc., DB 3784/PG 2038, 1991

HP Showplace Investors IV LLC C/O Walton St. Capital LLC, DB 6414/PG2185, 2006

FHP High Street, LLC, DB R8140/PG 2249-2257, 2019

1 - 2 - 1			
Seborn Perry			
Karenton Corp.			194
Redevelopment Commission of High Point	2424-545		1970
One Plaza Center, Inc.	2478-406		1970
Neuse, Inc.	2729-73		1975
Phillips Interest, Inc.	(\$5000) 3784-2038		1991
HP Showplace Investors IV LLC C/O Walton St Capital LLC	(10400.00) 6414-2185		2006

Figure 6:Property Record Card & Owner History

⁶⁰NC Modernist, "James Norman Pease, Jr (FAIA(1921-2009)," <https://www.ncmodernist.org/pease.htm> (accessed 13 Nov 2023). Note: Pease's designs varied across the spectrum in Modernist designs and the firm demonstrated experience in various stylistic idioms. Current research has not revealed how frequently Brutalism was used in Pease designs.

6. **Bibliography**

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Journal and Sentinel (Winston-Salem, NC)

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<https://www.ncmodernist.org/pease.htm#:~:text=JAMES%20NORMAN%20PEASE%2C%20JR.%2C,at%20North%20Carolina%20State%20University>. Accessed November 15, 2023.

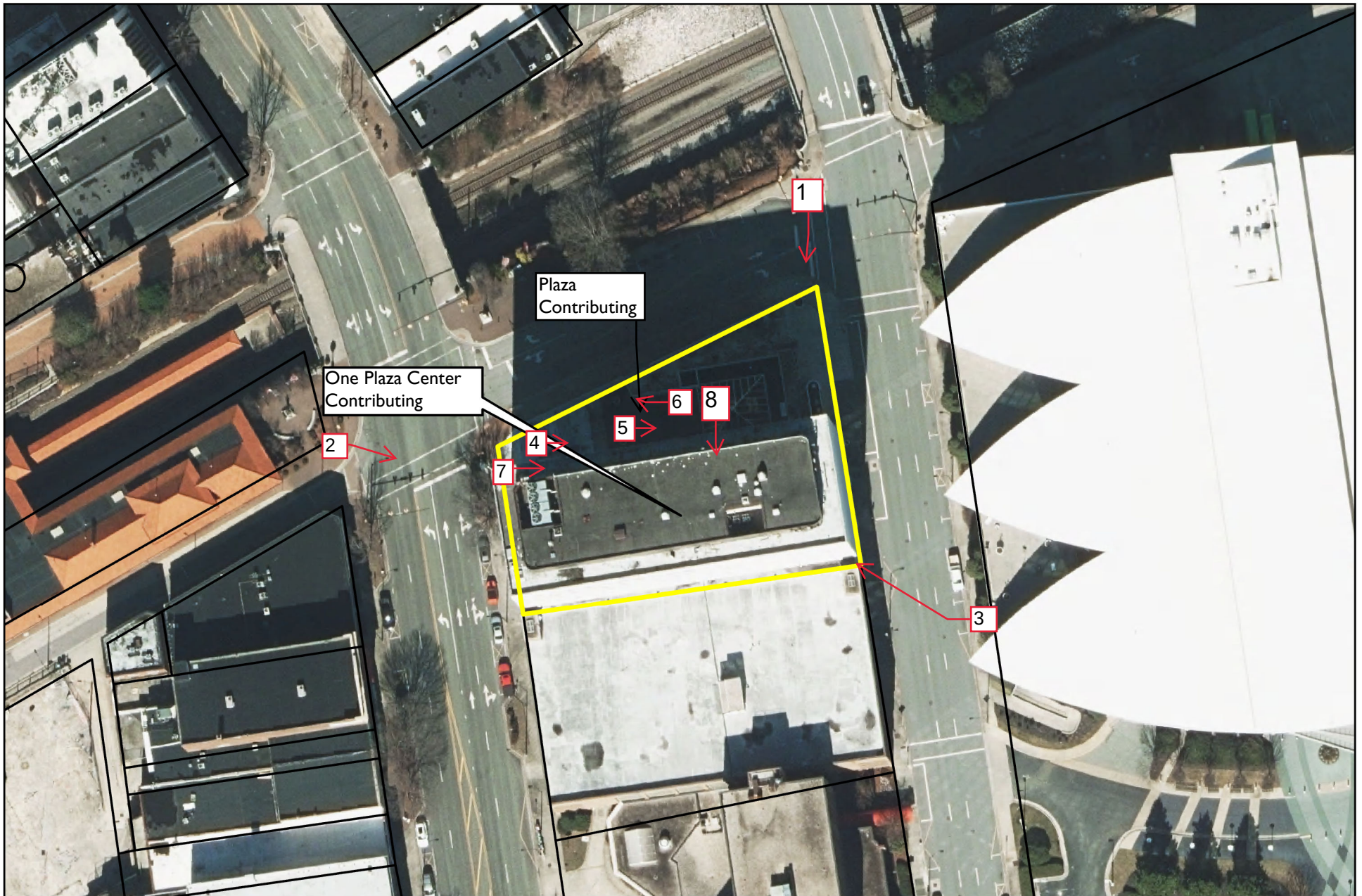
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Boundary Map

One Plaza Center Parcel & Historic Boundary

Parcel Lines Photo Number & Direction

One Plaza Center

101 South Main Street

High Point, Guilford County, North Carolina

GF0551

0 100



Feet



Esri Community Maps Contributors, State of North Carolina DOT, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA; Commonwealth Preservation Group/ Erica Howard

I, BRADLEY D. PHILLIPS, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED RECORDED IN BOOK 7261, PAGE 1); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DASHED LINES AND DRAWN FROM INFORMATION AS SHOWN ON MAP; THAT THE RATIO OF PRECISION IS 1:198,000+; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600);

THIS _____ DAY OF _____, 2018.

PROFESSIONAL LAND SURVEYOR

L-5088

I, BRADLEY D. PHILLIPS, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL GPS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

- (1) CLASS OF SURVEY: A
- (2) POSITIONAL ACCURACY: 0.07'
- (3) TYPE OF GPS FIELD PROCEDURE: RTK
- (4) DATE OF SURVEY: 12-13-2018
- (5) DATUM/EPOCH: NAD 83 (2011)
- (6) PUBLISHED/FIXED-CONTROL USE: NCVRS
- (7) GEOD MODEL: 12A
- (8) COMBINED GRID FACTOR(S): 0.999908683
- (9) UNITS: U.S. FEET

ABBREVIATIONS

IP = EXISTING IRON PIPE/PIN
IR = EXISTING IRON ROD
NIP = NEW 1/2" IRON PIPE (SET)
ECM = EXISTING CONCRETE MONUMENT
EPK = EXISTING P-K NAIL
MAG. = MAGNATE NAIL
NPK = NEW PK NAIL (SET)
R/W = RIGHT OF WAY
RCP = REINFORCED CONCRETE PIPE
CMP = CORRUGATED METAL PIPE
CPP = CORRUGATED PLASTIC PIPE
CONC. = CONCRETE
P/L = PROPERTY LINE
H/C = HANDICAP
MBL = MINIMUM BUILDING LINE
CM = GAS METER
AG = ABOVE GROUND
BG = BELOW GROUND
FL = FLUSH WITH GROUND
CGF = COMBINED GRID FACTOR
EP = EDGE OF PAVEMENT
FTE = FINISH FLOOR ELEVATION

LEGEND

- | | | | |
|--|----------------------|--|--------------------------|
| | BENCHMARK | | NEW 1/2" IRON PIPE (SET) |
| | CATCH BASIN | | POWER PEDESTAL |
| | CLEAN OUT | | POLE |
| | YARD INLET | | SANITARY MANHOLE |
| | DROP INLET | | GRATE INLET |
| | GREASE TRAP | | SIGN |
| | GAS VALVE | | STORM DRAINAGE MANHOLE |
| | GAS METER | | TELEPHONE PEDESTAL |
| | HYDRANT | | SPOT ELEVATION |
| | EXISTING IRON PIPE | | WATER METER |
| | UTILITY BOX | | WATER MANHOLE |
| | LAMP | | WATER VALVE |
| | MAILBOX | | MONITOR WELL |
| | MONUMENT | | COMPUTED POINT (NOT SET) |
| | AIR CONDITIONER UNIT | | ELECTRIC BOX |
| | ELECTRIC MANHOLE | | TELEPHONE MANHOLE |

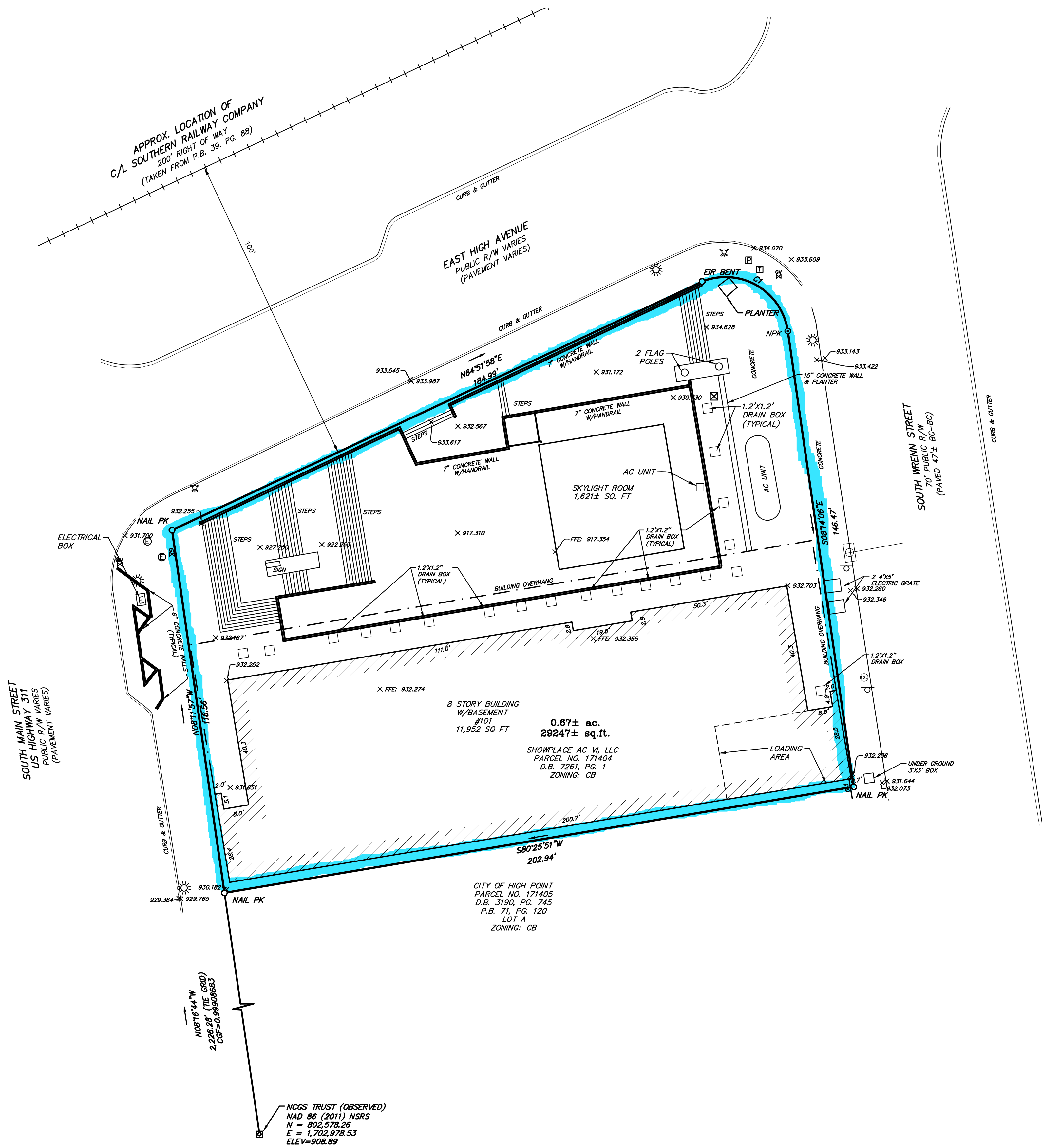
LEGEND

ADJOINER LINE -----
LINE SURVEYED -----
OVERHEAD POWER -----
CURB & GUTTER -----
RIGHT OF WAY -----
FENCE LINE ----- X ----- X -----
SANITARY SEWER ----- S ----- S -----
STORM DRAINAGE ----- SD ----- SD -----
BUILDING OVERHANG -----
WATER LINE ----- W ----- W -----
BUILDING -----

PRELIMINARY PLAT

Not for Recordation, Conveyance, or Sales

GRID NORTH NAD 83 (2011)



VICINITY MAP

Not to scale

Map closure 12-19-18
Checked by DRW

GENERAL NOTES:

1. IRON PIPES AT ALL CORNERS UNLESS OTHERWISE NOTED.
2. METHOD OF COMPUTATION IS BY COORDINATE CALCULATION.
3. THE PROPERTY IS SUBJECT TO ANY EASEMENTS, AGREEMENTS, OR RIGHTS-OF-WAY PRIOR TO THE DATE OF THIS MAP WHICH WERE NOT APPARENT AT THE TIME OF MY INSPECTION AND MIGHT OTHERWISE BE DISCLOSED BY AN ATTORNEY'S TITLE OPINION WHICH AS OF DATE SHOWN HEREON HAS NOT BEEN SUPPLIED TO DAVIS-MARTIN-POWELL ENGINEERS & SURVEYORS. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD AFFECTING THIS PROPERTY NOT SHOWN HEREON.
4. THIS SURVEY IS OF AN EXISTING PARCEL(S) OF LAND AND IS BASED ON EXISTING CORNERS FOUND ON SITE.
5. FLOOD CERTIFICATION: THE SUBJECT PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SCALED FROM MAPS FURNISHED BY NORTH CAROLINA FLOOD PLAIN MAPPING PROGRAM. SUBJECT TO VERIFICATION BY DETAILED JUNE 18, 2002 FLOOD MAP STUDY. SEE COMMUNITY PANEL NO. 37107800004.
6. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS NOTED OTHERWISE.
7. THIS SURVEY SHOWS EXISTING SITE CONDITIONS AS PER DECEMBER 13, 2018.
8. COORDINATES SHOWN ARE BASED ON THE NORTH CAROLINA GRID SYSTEM (NC3200), NAD 83 (2011) AND WERE OBTAINED USING THE NCVRS SYSTEM.
9. ZONING: CB, BY CITY OF HIGH POINT SETBACKS-FRONT MAIN STREET ONLY 20', SIDE N/A & REAR N/A. LOCATED INSIDE THE CITY CORE CITY OF HIGH POINT.

Curve Table

Curve #	Length	Radius	Chord Bearing	Chord Distance
C1	37.31	20.00	S61°41'04"E	32.13

SURVEY FOR FORWARD HIGH POINT PROPERTY OF

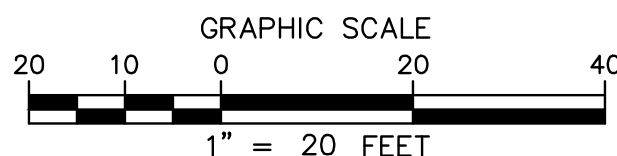
SHOWPLACE AC VI, LLC
PARCEL NO. 171404
DEED BOOK 7261, PAGE 1

101 South Main Street
High Point, North Carolina
High Point Township, Guilford County

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

OWNER:
Showplace AC VI, LLC
495 S Grand Central Parkway
Suite 2203
Las Vegas, NV 89106

DATE: 12-19-18
SURVEYED BY: RD
SCALE: 1" = 20'
DRAWN BY: DRW
PROJECT: 180235
CHECKED BY: BDP



BK: R 8140
PG: 2249 - 2257

RECORDED:

04/03/2019

10:34:50 AM

DEPUTY-HP

BY: MARY JANE YATES

2019015929

GUILFORD COUNTY, NC

JEFF L. THIGPEN

REGISTER OF DEEDS

NC FEE \$26.00

GIFT DEED

NORTH CAROLINA SPECIAL WARRANTY DEED

Prepared by: Steven H. Bouldin without title examination
 Mail to: Wyatt Early Harris Wheeler, Post Office Drawer 2086, High Point, NC 27261
 Grantor Address: 475 S Grand Central Parkway, Suite 1615, Las Vegas, NV 89106
 Grantee Address: 164 S. Main Street S-606, High Point, NC 27260
 Parcel #0171404 Property Address: 101 South Main Street, High Point, NC
 Excise Tax: \$00.00 This property does not include the primary residence of Grantor.

THIS DEED, made as of the 29th day of March, 2019 between SHOWPLACE AC VI, LLC, a Delaware limited liability company (the "Grantor"), and FHP HIGH STREET, LLC, a North Carolina limited liability company (the "Grantee");

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, receipt of which is acknowledged, hereby grants, bargains, sells and conveys unto the Grantee and its successors and assigns, in fee simple, lands (the "Premises") situated in High Point Township, Guilford County, North Carolina, and more particularly described in Exhibit A, which is attached to and made a part of this Deed.

TO HAVE AND TO HOLD the Premises and all privileges and appurtenances thereunto belonging, unto the Grantee and its successors and assigns, in fee simple forever.

AND THE GRANTOR covenants with the Grantee that it has done nothing to impair such title as it received, and that it will warrant and defend such title to the Premises against the lawful claims of all persons claiming by, through or under it, subject, however, to the exceptions set forth in Exhibit B, which is attached to and made a part of this deed.

AND THE GRANTEE, by its acceptance of this deed, does covenant with Grantor, its successor and assigns, as follows:

For a period of forty (40) consecutive years from and after the Closing, the Premises shall be subject to the following covenants, conditions, restrictions and agreements (the "Covenants"), each of which shall be real covenants running with the land and shall be binding upon and

Submitted electronically by "Wyatt Early Harris Wheeler LLP"
 in compliance with North Carolina statutes governing recordable documents
 and the terms of the submitter agreement with the Guilford County Register of Deeds.

enforceable against the Premises and the fee simple owner thereof, its successors and assigns ("Obligor"). The Covenants shall inure to the benefit of and be enforceable by Grantor and/or the party (the "Beneficiary"), or its nominee, which holds fee simple title from time to time to the parcels of land described in Exhibit C hereto (the "Benefited Parcels"). If title to portions of the Benefited Parcels become vested in parties other than the Beneficiary (or affiliates of the Beneficiary), the then owner of the largest portion of the Benefited Parcels shall be or continue to be, as the case may be, the Beneficiary, and the other portions of the original Benefited Parcels shall be deleted from the Benefited Parcels. No party holding any interest in any such deleted portion of the Benefited Parcels shall thereafter have any right to enforce the Covenants, nor shall such party be required to join in the execution of any modifications or amendments thereof.

The Premises shall not be used, in whole or in part, for any of the following:

(a) use as a showroom for the display and wholesale sale of furniture, home decor and related accessories; provided, however, that the use of the Premises for the retail sale of furniture, home décor and related accessories shall be permitted;

(b) Tire, battery and automobile accessories stores;

(c) Automobile or truck facilities used for paint shops or garages, body or mechanical repairs or for the sale and/or dispensing of petroleum products;

(d) Storage, use or disposal, whether temporary or permanent, by Obligor, its agents, representatives, employees, licensees, tenants, subtenants or business invitees, or by any other person, of Hazardous Substances, except and only to the extent any such storage, use or disposal of Hazardous Substances is permitted under applicable Federal, State and local laws, statutes, ordinances, codes, rules, regulations, orders and decrees and Obligor complies with all requirements thereof;

(e) Automobile or truck washing facilities;

(f) Amusement, game room or similar establishments, including without limitation, the use of pinball machines, electronic games or similar apparatus (except as an ancillary use), provided however nothing herein shall restrict "family amusement center" style businesses similar to "Dave & Busters" which provide family amusement games and food;

(g) Funeral homes;

(h) Laundromats; or

(i) Adult bookstores or cinemas or establishments for the sale of drug related paraphernalia. For the purposes of this subparagraph, establishments for the sale of drug related paraphernalia shall mean and include establishments which sell or offer for sale any merchandise which is commonly used or intended for use with or in the

consumption of any narcotic, dangerous drug or other controlled substance, including, without limitation, any hashish pipe, water pipe, bong, chillum, pipe screen, rolling papers, rolling devices, coke spoons or roach clips.

Grantee, or its subsequent transferees or assigns, shall renovate and remodel the Property for any purpose not prohibited by the foregoing. If Grantee or its transferees or assigns do not commence remodeling and renovating the Property within five (5) years after the date of this instrument, which commencement shall be conclusively deemed evidenced by the issuance of a building/renovation permit by the City of High Point for the Property, Grantee or its transferee or assigns, as applicable, shall convey the Property by non-warranty deed to the City of High Point for public use. Grantee covenants that any subsequent transfer of the Property shall contain this same restriction adjusted for any lapse of time so as to contractually obligate any subsequent transferee or assign to comply with this development restriction.

If Obligor violates the Covenants set forth above, then Beneficiary, its nominee or assignee, Beneficiary shall be entitled to obtain a temporary restraining order, preliminary injunction and permanent injunction, and any other appropriate equitable relief in the Superior Court of Guilford County, North Carolina, and may obtain said relief without the necessity of posting a bond with said court. All parties hereto specifically waive any right to object to the above jurisdiction and venue. Notwithstanding the foregoing, Beneficiary shall also be entitled to recover all actual damages caused by a breach of any of the Covenants. If Beneficiary must proceed with the filing of a court action as described above, Obligor shall pay to Beneficiary all reasonable attorney fees incurred by Beneficiary in enforcing its rights under this conveyance.

No waiver by Beneficiary or Grantor, their respective nominees, successors or assigns, of the Covenants or of any other term, covenant, condition, restriction or agreement set forth in this Deed, or of a breach of any of the foregoing, shall be deemed to imply or constitute a further waiver of same or of any other term, covenant, condition, restriction or agreement set forth in this Deed.

[Signature Page Follows. No Further Text On This Page.]

Signature Page
Deed from Showplace AC VI, LLC
to
FHP High Street, LLC

IN TESTIMONY WHEREOF, the undersigned does execute this Deed.

SHOWPLACE AC VI, LLC

By: W.F. Lacey
Name: William F. Lacey
Title: Chief Financial Officer

STATE OF New York
COUNTY OF New York

I certify that the following person personally appeared before me this day, acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: William F. Lacey as Chief Financial Officer of SHOWPLACE AC VI, LLC.

(SEAL)

JOSHUA R. PYNE
Notary Public, State of New York
No. 01PY6315788
Qualified in Kings County
Commission Expires 12/01/2022

My Commission Expires: 12/01/2022

Joshua R. Pyne
Notary Public

Print Name: Joshua R. Pyne

Signature Page
Deed from Showplace AC VI, LLC
to
FHP High Street, LLC

IN TESTIMONY WHEREOF, the undersigned does execute this Deed.

FHP HIGH STREET, LLC
BY: ~~FORWARD HIGH POINT FOUNDATION~~ (manager)

By: [Signature]
Name: A. DOYLE EARLY, JR.
Title: CHAIRMAN FORWARD HIGH POINT FOUNDATION

STATE OF North Carolina
COUNTY OF Guilford

I certify that the following person personally appeared before me this day, acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: A. DOYLE EARLY, JR. as Chairman of ~~FHP HIGH STREET, LLC~~
~~XXXX~~ FORWARD HIGH POINT FOUNDATION, Manager of FHP HIGH STREET, LLC



Kathy I. Barley
Notary Public

Print Name: Kathy I. Barley

My Commission Expires: 9-18-2019

Exhibit A
Description of Premises

Lying and being situate in Guilford County, North Carolina, and being more particularly described as follows:

COMMENCING from an existing pk nail, said point also being "DMP-12" having NAD 83 coordinates of N: 805,145.407, E: 1,702,657.784, said point being North 07°03'53" East, 185.07 feet (Grid Distance) to a drill hole having NAD 83 coordinates of N: 804,961.7421, E: 1,702,635.0219, said point also being described as being in the Western 70 foot public right of way of South Wrenn Street, said point further described as being the point and place of BEGINNING; thence from said BEGINNING and with the Western right of way of South Wrenn Street South 08°41'06" East, 147.49 feet to an existing pk nail at the Northeastern corner of Lot "A" of the City of High Point Subdivision (P.B. 71, Pg. 120); thence leaving the Western right of way of South Wrenn Street and with the Northern line of Lot "A" South 80°27'30" West, 202.00 feet to a new pk nail in the Northwestern corner of Lot "A", said point also being in the Eastern right of way of South Main Street (US Highway 311); thence with the Eastern right of way of South Main Street North 08°39'56" West, 116.54 feet to a new pk nail at the Southeastern corner of the intersection of South Main Street and East High Avenue, thence leaving the Eastern right of way of South Main Street and with the Southern right of way of East High Avenue North 64°32'08" East, 184.00 feet to a new ok nail at the Southwestern corner of the intersection of East High Avenue and South Wrenn Street; thence leaving the Southern right of way of East High Avenue having a radius of 20.00 feet, an arc length of 37.27 feet and a chord bearing and distance of South 62°04'29" East, 32.11 feet to the point and place of BEGINNING.

Exhibit B
Title Exceptions

- I. 2019 Ad Valorem Taxes not paid but pro-rated at closing.
2. Showroom taxes for the current billing period and subsequent billing periods, not yet due and payable
3. Rights of Way for South Main Street, E. High Avenue and S. Wrenn Street.
4. General service utility easements and rights of way of record, or visible on the premises.
5. Covenants, conditions and restrictions contained in instrument recorded at Book 2478, Page 406, Guilford County Registry.
6. Terms and provisions of agreement recorded at Book 3783, Page 50, Guilford County Registry.
7. Terms and provisions of agreement recorded at Book 3783, Page 695, Guilford County Registry.
8. Lease and terms and provisions thereof, as evidenced by Memorandum of Lease recorded at Book 3784, Page 2042, Guilford County Registry
9. Lease and terms and provisions thereof, as evidenced by Memorandum of Lease recorded at Book 4029, Page 1815, Guilford County Registry.
10. Lease and terms and provisions thereof, as evidenced by Memorandum of Lease recorded at Book 4657, Page 1627, Guilford County Registry.
11. Lease and terms and provisions thereof, as evidenced by Memorandum of Lease recorded at Book 5134, Page 773, Guilford County Registry.
12. Lease and terms and provisions thereof, as evidenced by Memorandum of Lease recorded at Book 5876, Page 109, Guilford County Registry

Exhibit C Benefited Parcels

LEGAL DESCRIPTION

Tax Parcel No. 0171409
Property Address: 211 E. Commerce Avenue, High Point

PAGE 1 OF 2

PARCEL 1 (KNOWN AS 211 E. COMMERCE AVENUE A/K/A 101 SOUTH WRENN STREET):

BEGINNING AT A PK NAIL LOCATED AT THE INTERSECTION OF THE EASTERN MARGIN OF THE RIGHT-OF-WAY FOR SOUTH WRENN STREET AND THE SOUTHERN MARGIN OF THE RIGHT-OF-WAY FOR EAST HIGH AVENUE; THENCE RUNNING ALONG THE SOUTHERN MARGIN OF THE RIGHT-OF-WAY FOR EAST HIGH AVENUE NORTH 64°55'08" EAST 272.65 FEET TO AN IRON PIN SET; THENCE CONTINUING ALONG THE SOUTHERN MARGIN OF THE RIGHT-OF-WAY FOR EAST HIGH AVENUE NORTH 66°47'38" EAST 124.02 FEET TO AN IRON PIN SET; THENCE SOUTH 61°01'17" EAST 24.52 FEET TO AN IRON PIN SET LOCATED IN THE WESTERN MARGIN OF THE RIGHT-OF-WAY FOR SOUTH HAMILTON STREET; THENCE RUNNING WITH THE WESTERN MARGIN OF THE RIGHT-OF-WAY FOR SOUTH HAMILTON STREET SOUTH 08°50'12" EAST 69.56 FEET TO AN IRON PIN SET; THENCE CONTINUING WITH THE WESTERN MARGIN OF THE RIGHT-OF-WAY FOR SOUTH HAMILTON STREET SOUTH 08°50'12" EAST 736.17 FEET TO AN IRON PIN SET LOCATED AT THE INTERSECTION OF THE WESTERN MARGIN OF THE RIGHT-OF-WAY FOR SOUTH HAMILTON STREET AND THE NORTHERN MARGIN OF THE RIGHT-OF-WAY FOR EAST COMMERCE AVENUE, THENCE CONTINUING WITH THE NORTHERN MARGIN OF THE RIGHT-OF-WAY FOR EAST COMMERCE AVENUE SOUTH 81°37'48" WEST 403.49 FEET TO A PK NAIL LOCATED AT THE INTERSECTION OF THE NORTHERN MARGIN OF THE RIGHT-OF-WAY FOR EAST COMMERCE AVENUE AND THE EASTERN MARGIN OF THE RIGHT-OF-WAY FOR SOUTH WRENN STREET; THENCE CONTINUING WITH THE EASTERN MARGIN OF THE RIGHT-OF-WAY FOR SOUTH WRENN STREET NORTH 08°39'32" WEST 710.44 FEET TO A PK NAIL, THE POINT AND PLACE OF BEGINNING; CONTAINING 7.103 ACRES, MORE OR LESS, AS SHOWN ON A SURVEY ENTITLED "BOUNDARY SURVEY FOR SHOWPLACE, LLC" BY MITCHAM & ASSOCIATES, P/A. DATED 11/12/96, JOB NO. 964599 TO WHICH REFERENCE IS HEREBY MADE, ALSO BEING THE PROPERTY DESCRIBED IN PLAT BOOK 39, PAGE 88, AND PLAT BOOK 40, PAGE 52, IN THE OFFICE OF THE GUILFORD COUNTY REGISTER OF DEEDS.

SAVE AND EXCEPT FOLLOWING PROPERTY PREVIOUSLY CONDEMNED BY THE CITY OF HIGH POINT:

FEE SIMPLE: BEGINNING AT THE SOUTHEAST PROPERTY CORNER, SAID CORNER LYING ON THE EXISTING NORTHERN RIGHT-OF-WAY LINE OF EAST COMMERCE AVE. AND ON THE EXISTING WESTERN RIGHT-OF-WAY LINE OF HAMILTON STREET; THENCE S 81°37'26" WEST 403.57' TO THE SOUTHWEST PROPERTY CORNER, THENCE

PAGE 2 OF 2

N 8°39'54" WEST 72.57' ALONG AND WITH THE WESTERN PROPERTY LINE; THENCE WITH THE ARC HAVING A RADIUS OF 44.50', AN ARC LENGTH OF 31.18' AND A CHORD BEARING S 78°17'48" EAST; THENCE N81°37'54" EAST 341.89'; THENCE WITH AN ARC HAVING A RADIUS OF 44.50', AN ARC LENGTH OF 36.78' AND A CHORD BEARING N 57°57'07" EAST TO THE POINT OF INTERSECTION WITH THE EXISTING WESTERN RIGHT-OF-WAY LINE OF HAMILTON STREET; THENCE S 8° 50'34" EAST 76.39' TO THE POINT OF THE BEGINNING CONTAINING .0581 ACRES (25,291 SQ. FT.) AS SHOWN ON SURVEY PREPARED BY DAVIS-MARTIN-POWELL & ASSOCIATES, INC. ENTITLED CITY OF HIGH POINT, INC., DOWNTOWN TRANSPORTATION TERMINAL, 200 BLOCK EAST COMMERCE AVENUE, DATED 6-9-05, PROJECT NUMBER E-3712.

TOGETHER WITH THE EASEMENTS AND REAL ESTATE TITLE INTEREST CONTAINED IN ENCROACHMENT AGREEMENT RECORDED IN BOOK 4895, PAGE 962, OF THE GUILFORD COUNTY REGISTRY.

Property Summary

Tax Year: 2024

REID	171404	PIN	7800-24-5846	Property Owner	FHP HIGH STREET LLC
Location Address	101 S MAIN ST	Property Description	BK2729-73 101 S MAIN ST	Owner's Mailing Address	164 S MAIN ST STE 606 HIGH POINT NC 27260

Administrative Data	
Plat Book & Page	
Old Map #	
Market Area	7800C08
Township	18-HIGH POINT
Planning Jurisdiction	HP-HIGH POINT
City	High Point
Fire District	
Spec District	MUNICIPAL SERVICE
Land Class	OFFICE
History REID 1	
History REID 2	
Acreage	0.56
Permit Date	
Permit #	

Transfer Information	
Deed Date	4/3/2019
Deed Book	008140
Deed Page	02249
Revenue Stamps	
Package Sale Date	8/1/2011
Package Sale Price	\$1,491,500
Land Sale Date	
Land Sale Price	

Improvement Summary	
Total Buildings	1
Total Units	0
Total Living Area	0
Total Gross Leasable Area	124,635

Property Value	
Total Appraised Land Value	\$807,700
Total Appraised Building Value	\$538,900
Total Appraised Misc Improvements Value	\$284,900
Total Cost Value	\$1,631,500
Total Appraised Value - Valued By Cost	\$1,631,500
Other Exemptions	
Exemption Desc	
Use Value Deferred	
Historic Value Deferred	
Total Deferred Value	
Total Taxable Value	\$1,631,500

Building Summary

Card 1 101 S MAIN ST

Building Details	
Bldg Name	
Primary Occupancy Type	Stores and Commerci
Primary Occupancy	13-534-Warehouse Sho
Primary Class	C
Primary Quality	Good
Year Built	1971
Effective Year	2005
Physical Depreciation (Rating)	A
Physical Depreciation (% Bad)	27
Economic Depreciation (% Bad)	90
Functional Depreciation (% Bad)	0
Gross Leasable Area (SQFT)	124,635
Remodeled Year	0
Total Stories	1

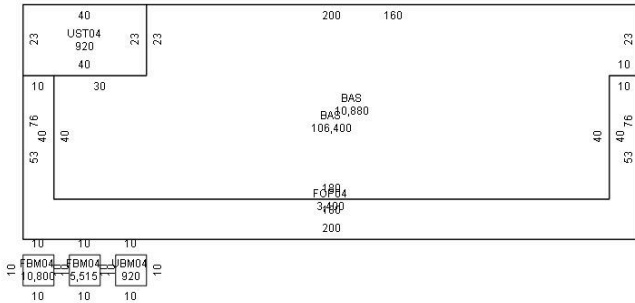
Building Total & Improvement Details	
Total Adjusted Replacement Cost New	\$7,140,015
Physical Depreciation (% Bad)	A 27
Depreciated Value	\$5,389,467
Economic Depreciation (% Bad)	90
Functional Depreciation (% Bad)	0
Total Depreciated Value	\$538,947
Market Area Factor	1
Building Value	\$538,900
Misc Improvements Value	\$284,900
Total Improvement Value	\$823,800
Assessed Land Value	\$807,700
Assessed Total Value	\$1,631,500

Section 1 Details	
Occupancy Type	Stores and Commerci
Air Conditioning	CENTRAL
Class	C
CUSTOM FIRE PLACE	0
Depreciation	24%
Depreciation	A
Exterior Walls	860-PE.-Cement Fiber
FIXTURES	134
Heat	3-Default Heating
Interior Finish	DRYWALL/SHEETROCK
Occupancy	13-534-Warehouse Sho
Quality	Good
Sprinkler	No Sprinklers
STANDARD FIREPLACE	0

Addition Summary			
Story	Type	Code	Area
1.00	Porch, Open Fin	FOP0	3400
1.00	Storage, Unfin	UST0	920

Story	Type	Code	Area
1.00	Basement, Finished	FBM0	5515
1.00	Basement, Unfinished	UBM0	920

Building Sketch



Photograph



Misc Improvements Summary

Card #	Unit Quantity	Measure	Type	Base Price	Size Adj Factor	Eff Year	Phys Depr (% Bad)	Econ Depr (% Bad)	Funct Depr (% Bad)	Common Interest (% Good)	Value
1	9	UNITS	ELEVATOR PASSENGER/FLOOR STOPS	\$30,000.00		1985	72	0	0		\$75,600
1	52x175	DIMENSIONS	PENTHOUSE UTILITY AREA COMMERCIAL	\$30.00		1985	87	0	0		\$63,900
1	9	UNITS	ELEVATOR FREIGHT/FLOOR STOPS	\$22,000.00		1985	72	0	0		\$55,400
1	1	UNITS	CELL TOWER LEASEHOLD-Grade according to land value	\$75,000.00		2020	0	0	0		\$90,000

Total Misc Improvements Value Assessed: \$284,900

Land Summary

Land Class: OFFICE			Deeded Acres: 0		Calculated Acres: 0.56		
Zoning	Soil Class	Description	Size	Rate	Size Adj. Factor	Land Adjustment	Land Value
CB		1800-OFFICE >4 FLOOR	24476.00 SQUARE FOOT PRICED	\$33			\$807,700
Total Land Value Assessed: \$807,700							

Ownership History

	Owner Name	Deed Type	% Ownership	Stamps	Sale Price	Book	Page	Deed Date
Current	FHP HIGH STREET LLC	SPEC. WARRANTY DEED	100	0		008140	02249	4/3/2019
1 Back	SHOWPLACE AC VI LLC	SPEC. WARRANTY DEED	100	2983	\$1,491,500	007261	00001	8/1/2011
2 Back	HP SHOWPLACE INVESTORS IV LLC	WARRANTY DEED	100	10400	\$5,200,000	006414	02185	10/11/2005

Notes Summary

Building Card	Date	Line	Notes
No Data			

One Plaza Center, 101 S. Main Street, High Point, Local Historic Landmark Application



101SMain_01_FacadeandPlaza_S_07.23.JPG



101SMain_02_Facade,WestElevation_SE_07.23.JPG



101SMain_03_SouthElevation_NW_07.23.JPG



101SMain_04_PlazaEntrance_E_07.23.JPG



101SMain_05_PlazaandAddition_E_07.23.JPG



101SMain_06_PlazaFloor,Stair,Planter_W_07.23.JPG

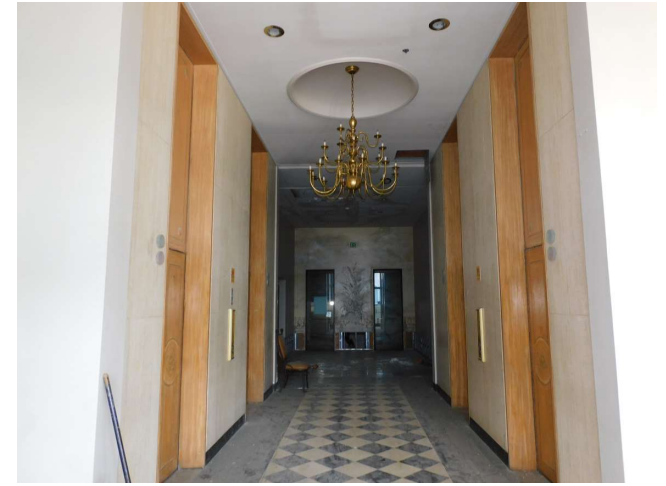
One Plaza Center, 101 S. Main Street, High Point, Local Historic Landmark Application



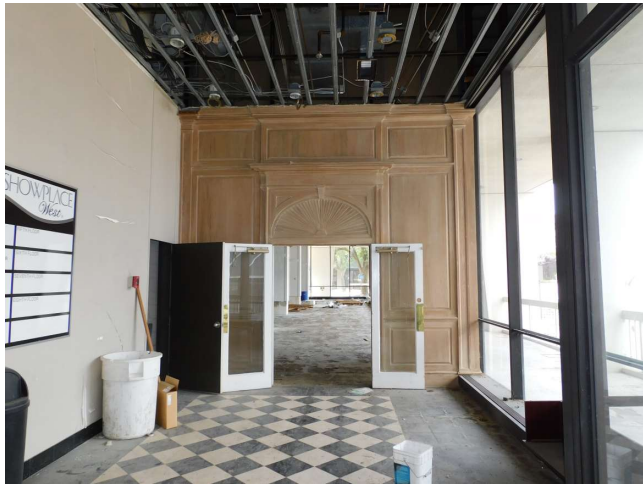
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101SMain_08_FacadeEntrance_S_07.23.JPG



101SMain_09_1stFLobby_S_07.23.JPG



101SMain_010_1stFIBankLobbyEntance_W_07.23.JPG



101SMain_011_1stFIBankLobby_E_07.23.JPG



101SMain_012_BankVault_SW_07.23.JPG



101SMain_013_TypicalStair_N_07.23.JPG



101SMain_014_BasementElevatorLobby_S_07.23.JPG



101SMain_015_TypicalBasementStorefront_N_07.23.JPG



101SMain_016_BasementAdditionInterior_N_07.23.JPG



101SMain_017_BasementKitchen_E_07.23.JPG



101SMain_018_2ndFlLobby_S_07.23.JPG

One Plaza Center, 101 S. Main Street, High Point, Local Historic Landmark Application



101SMain_019_TypicalUpperFl_W_07.23.JPG



101SMain_020_TypicalUpperFl_W_07.23.JPG



101SMain_021_TypicalUpperFl_E_07.23.JPG



101SMain_022_TypicalUpperFlLobby_SW_07.23.JPG



101SMain_024_TypicalRearWindows_SE_07.23....



101SMain_025_Typical8thFlOffice_N_07.23.JPG



101SMain_026_8thFLBoardRoom_E_07.23.JPG



101SMain_TypicalStairAccess,MailSlot_N_07.23....

Seborn Perry

Karenton Corp.

194

Redevelopment Commission of High Point

2424-545

1970

One Plaza Center, Inc.

2478-406

1970

Neuse, Inc.

2729-73

1975

Phillips Interest, Inc.

(\$5000)

3784-2038

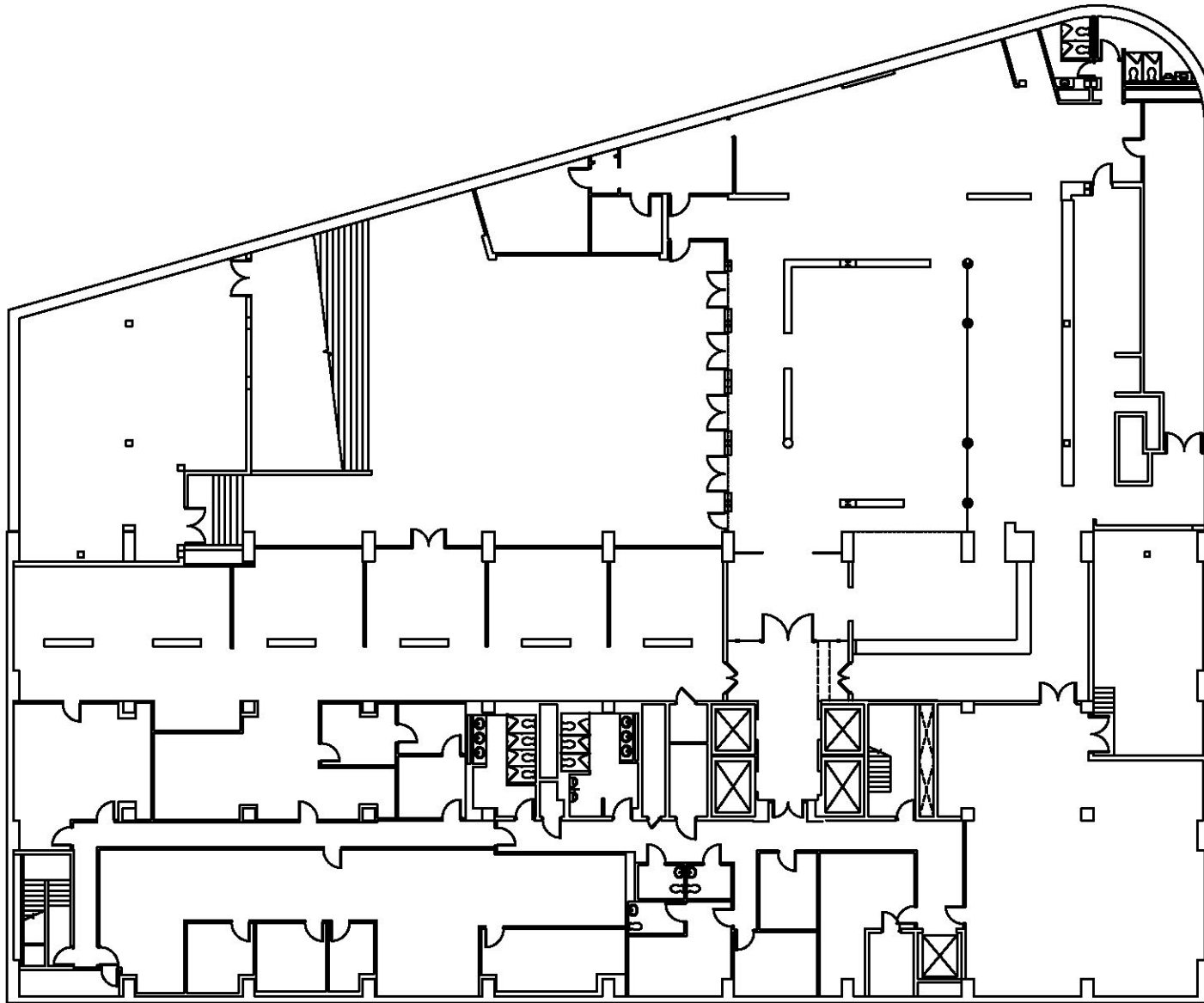
1991

HP Showplace Investors IV LLC C/O Walton St Capital LLC

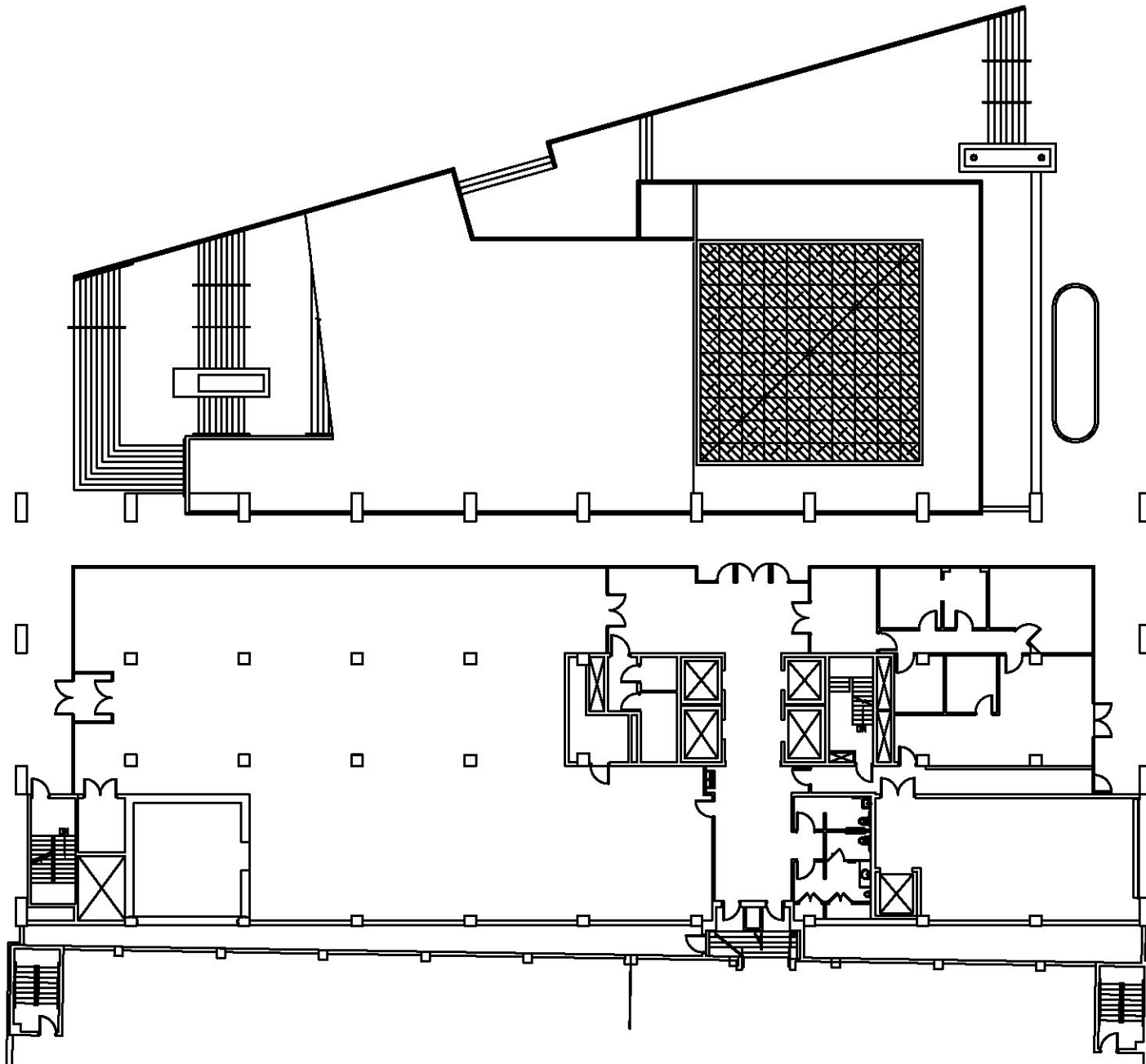
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6414-2185

2006

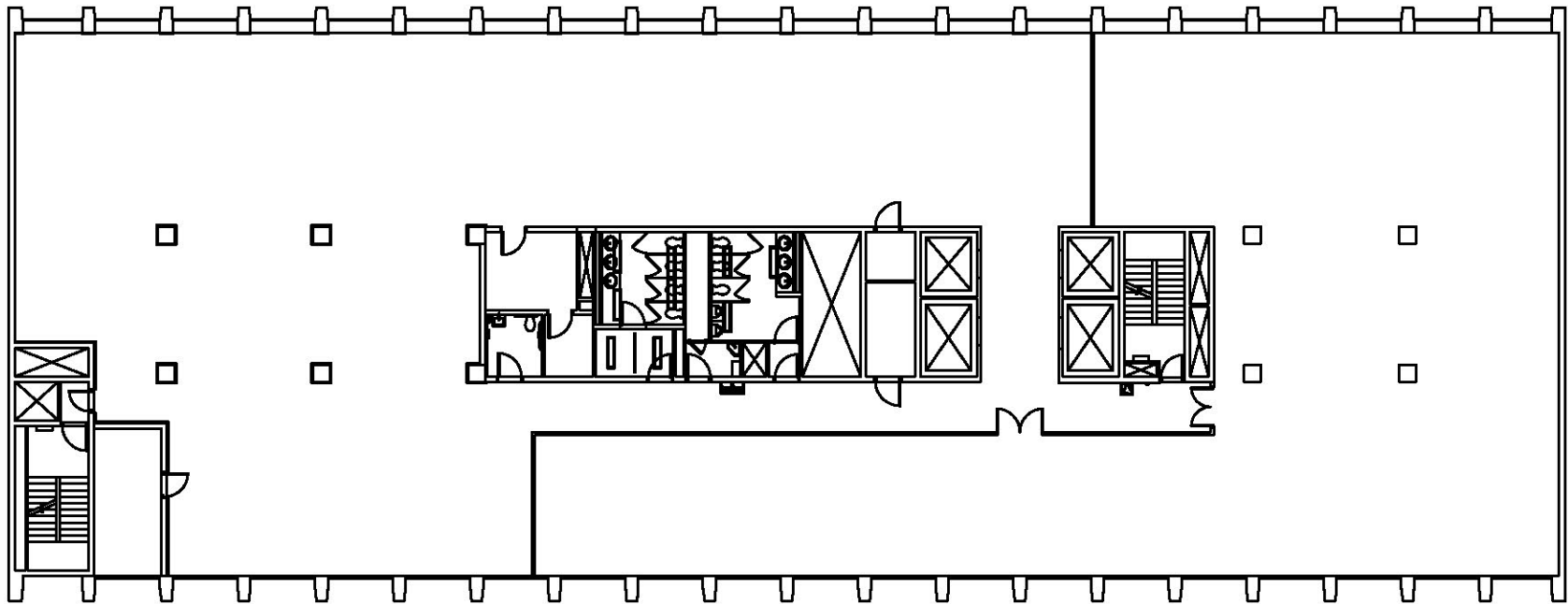


Showplace West
Ground floor 20,288' usf



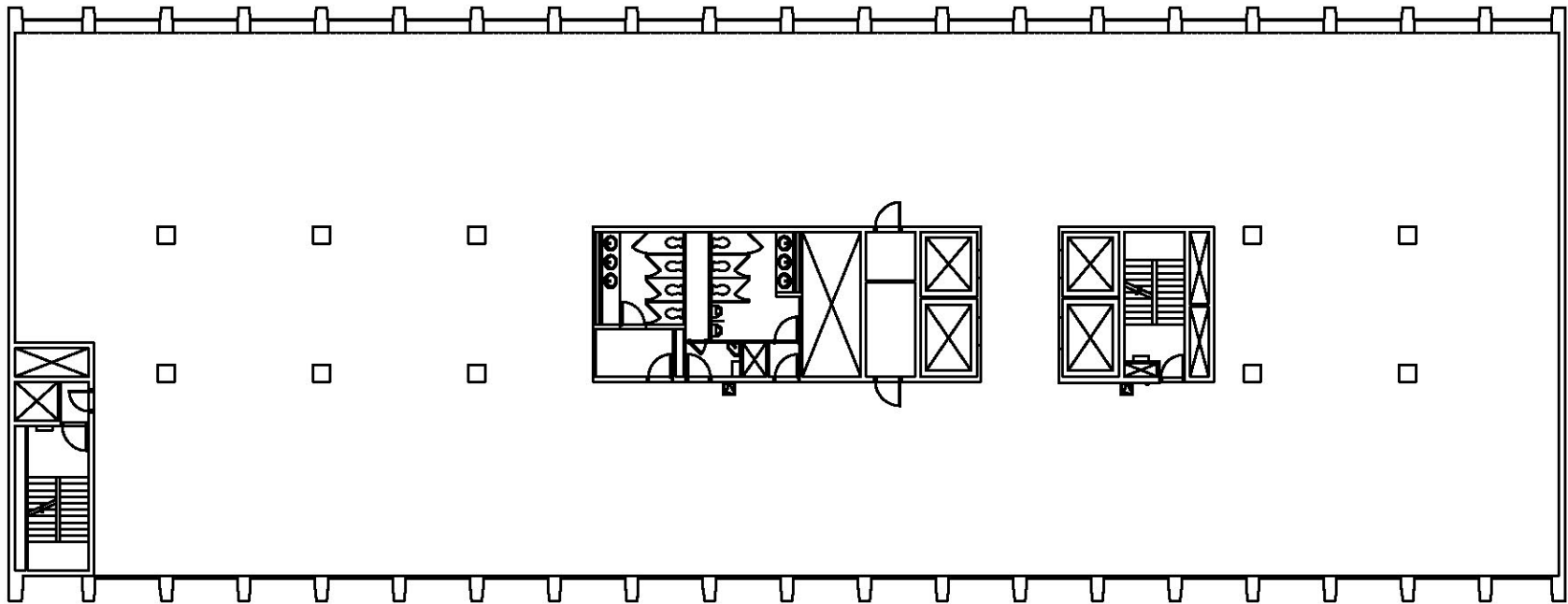
Showplace West

1st floor 10,278' usf



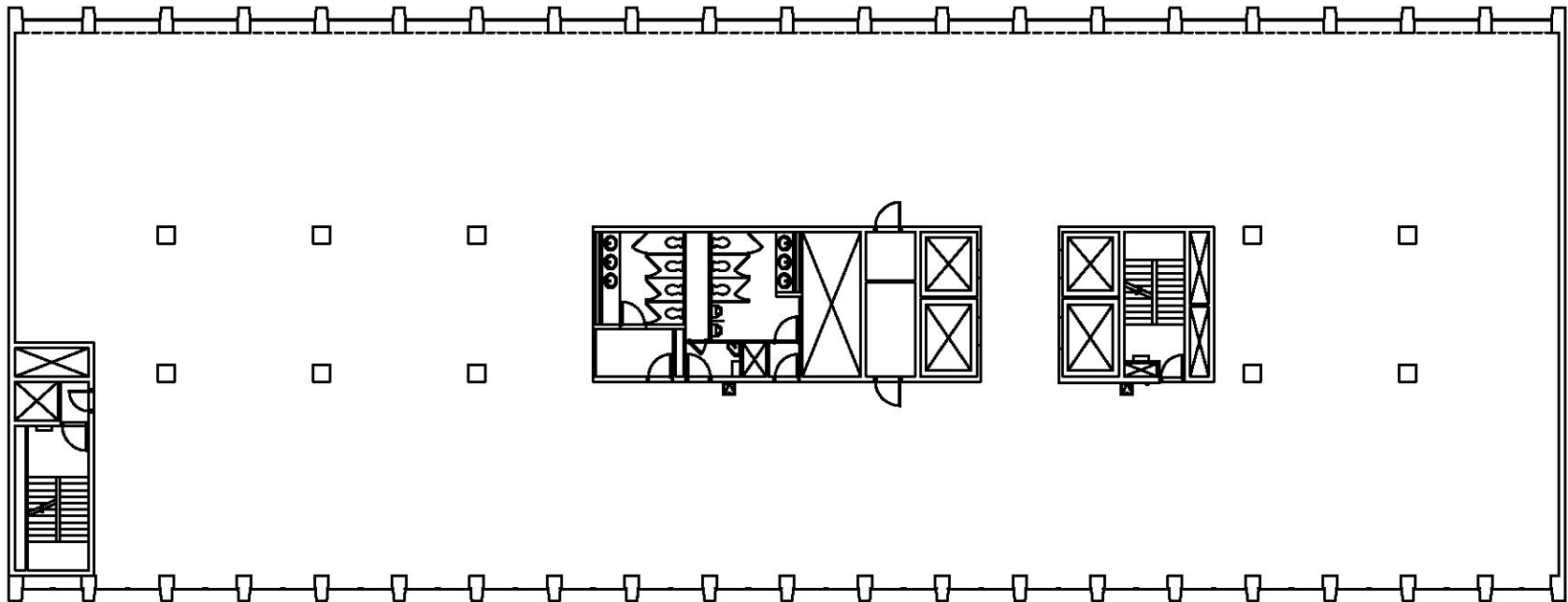
Showplace West

2nd floor 13,146' usf



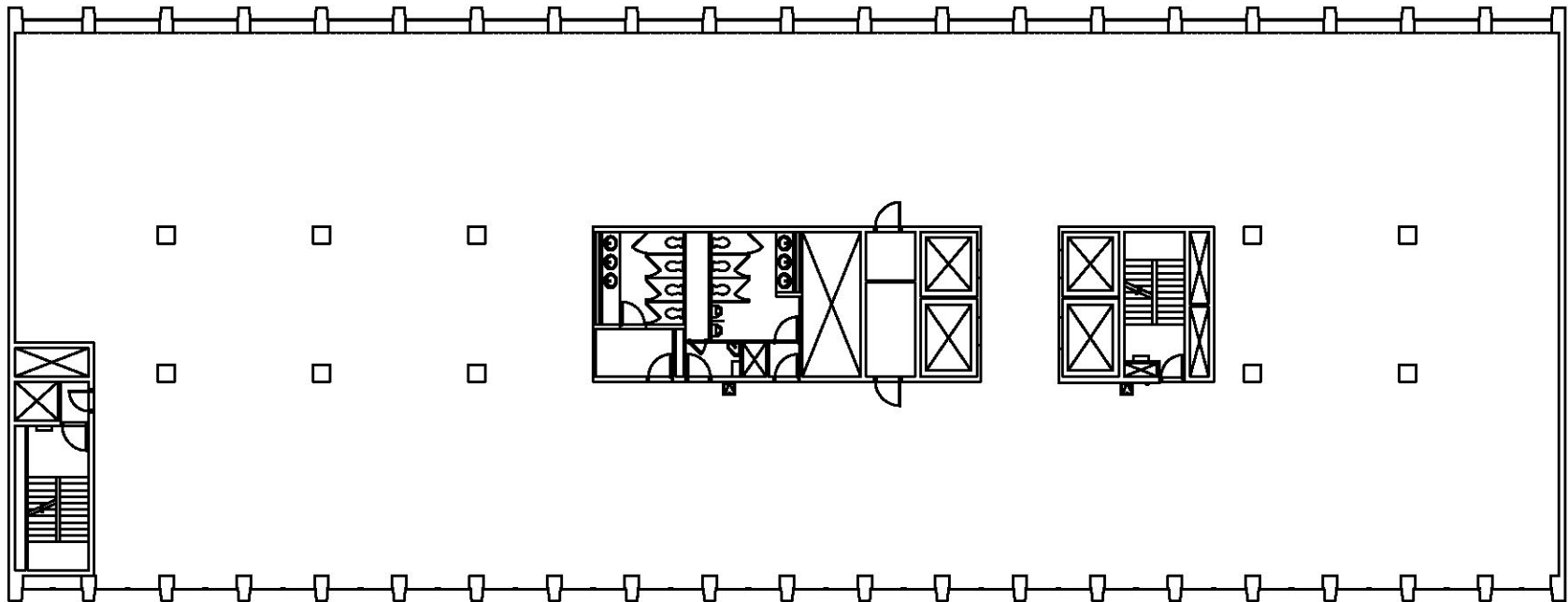
Showplace West

3rd floor 13,146' usf



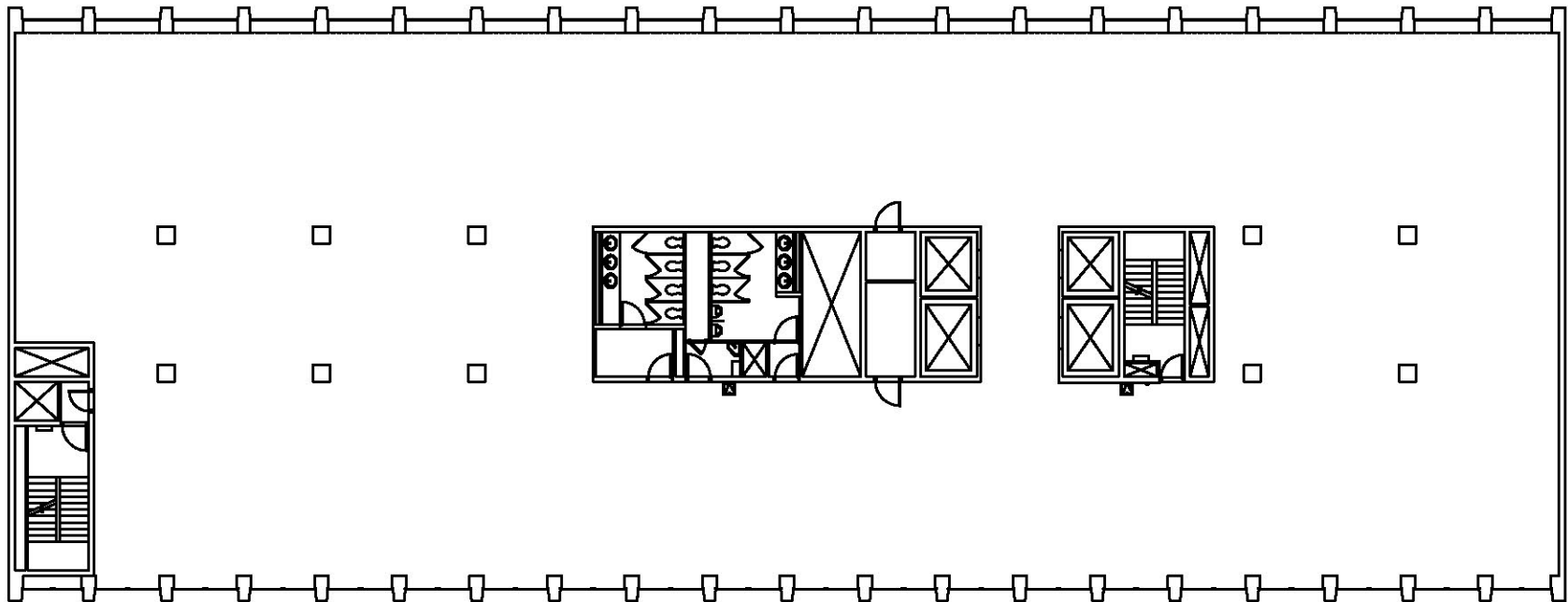
Showplace West

4th floor 13,409' usf



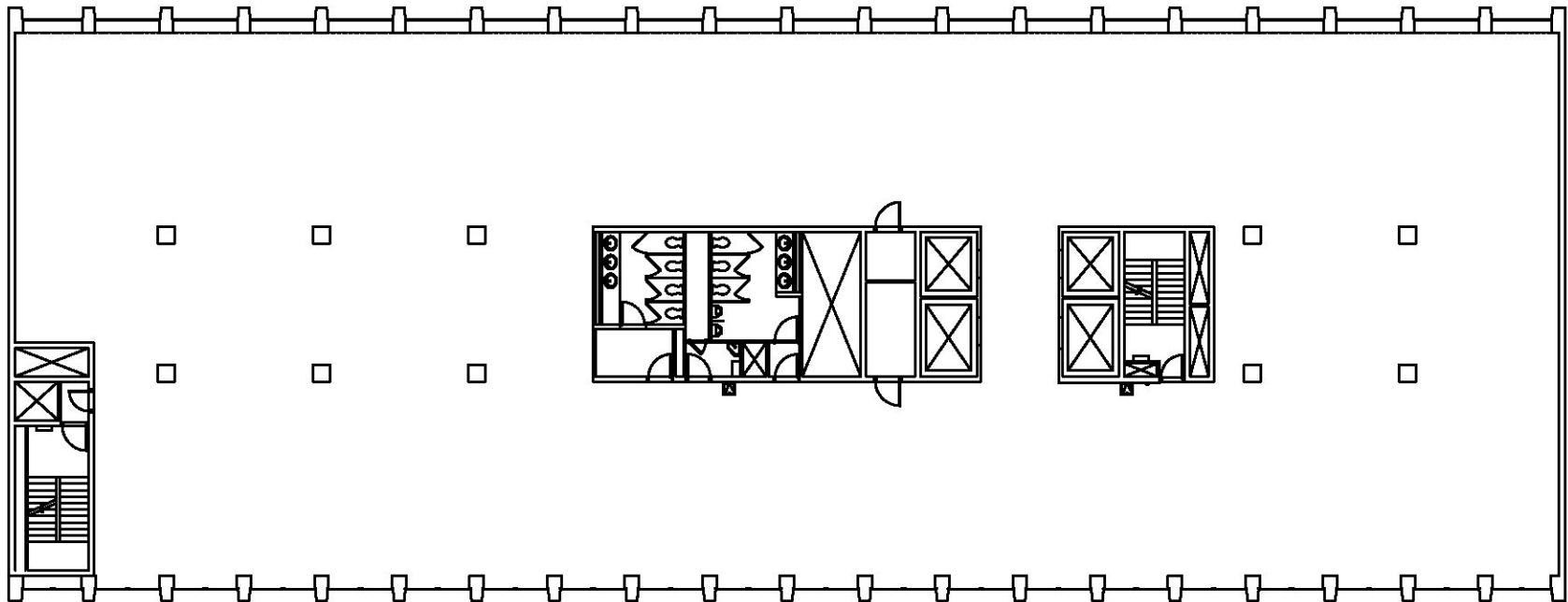
Showplace West

5th floor 13,409' usf



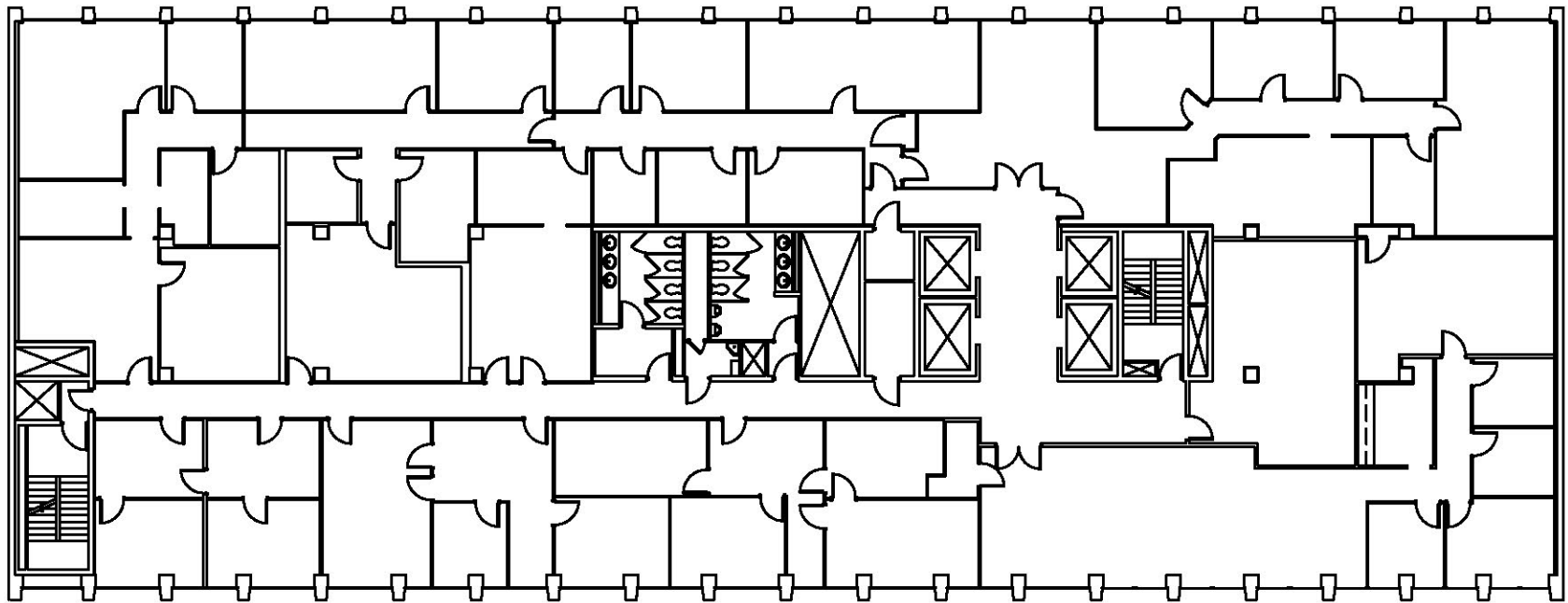
Showplace West

6th floor 13,409' usf



Showplace West

7th floor 13,409' usf



Showplace West

8th floor 13,409' usf

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 National Register Bulletin, *How to Complete the National Register of Historic Places Registration Form*. If any 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.

1. Name of PropertyHistoric name: One Plaza CenterOther names/site number: First Citizens Bank Plaza; Showplace West

Name of related multiple property listing:

N/A

(Enter "N/A" if property is not part of a multiple property listing)

2. LocationStreet & number: 101 S. Main StreetCity or town: High Point State: NC County: GuilfordNot For Publication: N/A Vicinity: N/A**3. State/Federal Agency Certification**

As the designated authority under the National Historic Preservation Act, as amended,

I hereby certify that this X 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 forth in 36 CFR Part 60.

In my opinion, the property X meets does not meet the National Register Criteria. I recommend that this property be considered significant at the following level(s) of significance:

 national statewide X local

Applicable National Register Criteria:

X A B X C D

Feb. 28, 2024

Signature of certifying official/Title: State Historic Preservation Officer Date

North Carolina State Historic Preservation Office

State or Federal agency/bureau or Tribal Government

One Plaza Center
Name of Property

Guilford Co., NC
County and State

In my opinion, the property ___ meets ___ does not meet the National Register criteria.

Signature of commenting official:

Date

Title :

State or Federal agency/bureau
or Tribal Government

4. National Park Service Certification

I hereby certify that this property is:

- ___ entered in the National Register
___ determined eligible for the National Register
___ determined not eligible for the National Register
___ removed from the National Register
___ other (explain:) _____

Signature of the Keeper

Date of Action

5. Classification

Ownership of Property

(Check as many boxes as apply.)

Private:

☒

Public – Local

☐

Public – State

☐

Public – Federal

☐

One Plaza Center
Name of Property

Guilford Co., NC
County and State

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 the count)

Contributing	Noncontributing	
<u>1</u>	<u>0</u>	buildings
<u>0</u>	<u>0</u>	sites
<u>1</u>	<u>0</u>	structures
<u>0</u>	<u>0</u>	objects
<u>2</u>	<u>0</u>	Total

Number of contributing resources previously listed in the National Register 0

6. Function or Use

Historic Functions

(Enter categories from instructions.)

COMMERCE/TRADE/Office Building, Bank
RECREATION/CULTURE/Outdoor Recreation, Plaza

Current Functions

(Enter categories from instructions.)

VACANT/NOT IN USE

One Plaza Center

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Guilford Co., NC

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7. Description

Architectural Classification

(Enter categories from instructions.)

MODERN MOVEMENT/Brutalism

Materials: (enter categories from instructions.)

Principal exterior materials of the property: CONCRETE; METAL/aluminum, steel; GLASS

Narrative Description

(Describe the historic and current physical appearance and condition of the property. Describe contributing and noncontributing resources if applicable. Begin with a **summary paragraph** that briefly describes the general characteristics of the property, such as its location, type, style, method of construction, setting, size, and significant features. Indicate whether the property has historic integrity.)

Summary Paragraph

One Plaza Center is located in an urban environment in the central downtown commercial district of High Point, North Carolina. The approximately .56-acre property is situated on a narrow rectangular parcel facing East High Avenue and situated between South Main Street to the west and South Wrenn Street to the east. The property features an eight-story, c.1974 Brutalist bank building, an associated mid-century plaza along the front of the building to the north, and a c.2000 addition at the northeast corner of the building over the plaza. The building abuts public sidewalks on the east and west, with no setback from the street, and is attached to a parking garage via a modern hyphen to the south. One Plaza Center is located just south of sunken railroad tracks that bisect the downtown, and the dense commercial core includes small plazas with street trees and benches at the intersection of Main and High Streets. Architect J. Norman Pease, Jr. of J.N. Pease designed the office tower in the Brutalist style reflecting shifting mid-century architectural trends in institutional and office buildings of that time. The building retains strong architectural integrity of design, materials, and workmanship representative of its mid-century construction. The exterior of the building and plaza are largely intact and, with the exception of the pyramidal addition, in keeping with their original design. The primary materials and design elements, such as the use of concrete, pre-cast concrete panels, and aluminum and

One Plaza Center

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glass, with an emphasis on mass and scale, demonstrate the original design and workmanship associated with mid-century building technology and the Brutalist style.

Narrative Description

Setting

One Plaza Center is located in an urban environment in the central downtown commercial district of High Point, North Carolina. The approximately .56-acre property is situated on a narrow rectangular parcel facing East High Avenue. It is bound by South Main Street to the west, East High Avenue to the north, South Wrenn Street to the east, and a large modern parking garage immediately adjacent to the south. The building has zero setback from the street and public sidewalks on the east and west sides and is attached to the parking garage via a modern hyphen that contains storage space to the rear/south. However, on the north side, the building is set back from the street and features a small trapezoidal-shaped, open-air sunken plaza. This concrete and paved, multi-level plaza takes up the remaining portion of the lot on the north side and is bound by the public sidewalk to the west, north, and east. It is partially enclosed with a painted hollow metal railing, and tiered concrete steps provide access to each level on the east and west sides. A square enclosure over the below-grade restaurant, with a pyramidal glass skylight roof, is located on the east side of the plaza on the lower level. Two flag poles are located just to the northeast of the skylight room along the south side of the east staircase. Although the plaza consists exclusively of impervious surfaces, a few square and round planter boxes are situated throughout the plaza. The only other vegetation nearby is a single planter bed and street tree at the northwest corner of the building between the public sidewalk and South Main Street.

Inventory

One Plaza Center, 101 South Main Street

Primary Resource: **Bank Tower (Building), Stories 8, Style: Brutalist, c.1974**

Contributing *Total:* 1

Secondary Resource: **Plaza (Structure), Style: Brutalist, c.1974, 2000**

Contributing *Total:* 1

Description

Bank Tower and Plaza

This eight-story, ten-bay, rectangular masonry and steel-frame building, designed by prominent North Carolina architect, James Norman Pease, Jr., was completed c.1974. Consistent with the characteristics of the Brutalist style architecture of the mid-twentieth century, the building emphasizes mass and solidarity with its use of concrete load-bearing walls and supports, pre-cast concrete panels, minimal ornamentation, and minimal fenestration. The building has a concrete foundation, concrete walls, and a flat membrane roof with a tall concrete parapet and a

One Plaza Center

Name of Property

Guilford Co., NC

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corrugated metal penthouse. An inset concrete walkway runs along the width of the façade at the building's first story. Thin, tapered inverted isosceles/trapezoid-shaped concrete vertical supports the upper stories. The first story also features an aluminum-and-glass storefront curtain wall. The façade of the upper stories is lined with symmetrically-placed, slightly recessed, fixed aluminum-frame, four-light windows separated by pre-cast concrete columns and pre-cast concrete horizontal bands between each floor. The rear (south) elevation abuts the adjacent, but separately developed municipal parking deck, along the first three stories. The upper stories of the rear elevation feature symmetrically spaced, steel frame eight-light wire-glass windows. The east and west elevations of the upper stories are devoid of openings and are clad in a combination of square and rectangular pre-cast concrete panels.

The primary entrance is located at the east end of the north elevation (façade) south of the pyramidal addition. This slightly recessed entrance features a double-leaf glass door with large sidelights and an arched transom encased within a larger rectangular transom window. Another prominent entrance is centrally located on the west side facing South Main Street and consists of a double-leaf aluminum-and-glass door with sidelights and a cantilevered metal canopy. Two secondary entrances are located on the east elevation. These include a single-leaf aluminum-and-glass door with sidelights and a single-leaf metal slab door with a single-light transom. Additionally, a corrugated metal, roll-up loading door is located in the southernmost bay on the east elevation.

Interior

On the interior, the first floor opens to a small, somewhat central, entrance and elevator lobby that provides access to the historic bank teller space, offices, the loading dock, and the adjacent parking garage. The ornamental lobby features a decorative-patterned tile floor, ornate wood-paneled elevator doors with a circular floral motif, an ornate, multi-armed highly polished brass (or brass-plated) central chandelier, and marble walls flanking the elevators. Double-leaf wood-and-glass doors on the west side of the lobby lead to a large, open bank teller space that can be accessed directly from South Main Street through a small aluminum-and-glass vestibule. The lobby and bank teller space are separated by an unpainted, wood-paneled wall with pilasters, chair-rail, and an overdoor with an elliptical fan directly above the entrance. The bank teller space has exposed concrete floors, square, concrete load-bearing columns that have been wrapped with wood paneling, and an exposed wood rafter ceiling. The historic Mosler bank vault is located at the southwest corner of the space and retains the original metal vault door, screening, and door surround.

Additional offices are located at the northeast corner of the building accessed from the lobby on the east side. This space is separated from the lobby by a full-height aluminum-and-glass curtain wall and is accessed through unpainted, wood-paneled double-leaf doors. On the southeast corner of the floor, there are restrooms and a long east/west corridor leading to a rectangular loading bay that can be accessed directly off South Wrenn Street. In addition to the central elevators, there are two enclosed staircases providing access to the upper floors. One is located on the east side of the building behind the elevators and is accessed off the rear corridor. The other staircase is located at the southwest corner of the building and is accessed from the exterior. Other first-floor finishes are limited to exposed concrete block, dropped acoustical tile

One Plaza Center

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Guilford Co., NC

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ceilings (ATC), and tile wainscoting in the restrooms. Finishes have been removed from the office spaces.

The upper floors, with the exception of the eighth floor, largely feature an open plan with ghosting of former offices and circulation situated around two central, rectangular partitioned enclosures that feature restrooms, the interior staircase, and the elevators. On these floors, most of the finishes – both historic and otherwise - have been removed. What remains is exposed concrete floors, an exposed concrete ceiling structure, and exposed systems. Limited patches of ceramic and/or asbestos tile remain in patches on each of the upper floors. On the eighth floor, the executive staff office plan is intact along with the floor and wall finishes, doors, and trim. Like the lower floors, the plan includes a central rectangular section for the elevators and interior stairs. The remainder of the offices are accessed off a primary corridor that encircles the central section. The offices largely feature carpeted floors, wallpapered walls, and acoustical tile ceilings. While the date of the ACT is currently unknown, it appears that the finished ceiling height has remained consistent. Some of the rooms feature horizontal wood veneer paneling and wainscoting. Interior doors largely include flush, hollow-core wood doors. The conference room is more ornate and features wood-paneled wainscoting and applied wood crown molding and is accessed via double-leaf wood-paneled doors. Additionally, original double-leaf, twenty-seven coffered-paneled wood doors, flanked by fluted wood pilasters, remain and provide access to a prominent office space. While intact, and representative of the building's historic finishes that have largely been lost, extensive water damage has severely deteriorated the eighth-floor finishes.

Basement

The tower basement, which connects to the sunken plaza, features multiple offices, storage space, and a restaurant. Like the upper floors, the basement features a central rectangular partition containing the elevators, elevator lobby, central staircase, and restrooms. Along the rear, or south side, of the basement, a long east/west corridor provides access to offices along the rear wall. The north side of the basement features the restaurant space, including a kitchen and a bar with direct access to the exterior plaza. In c.2000, a one-story, square addition with a pyramidal glass atrium was added at the northeast corner of the building over the plaza. The addition provided additional covered and conditioned space for the restaurant and the design of the new space allowed for additional natural light.

Complimentary to the design of the office tower, this addition has concrete walls and emphasizes mass and solidarity. In addition to the aluminum-and-glass pyramidal roof, it has fixed, single-light windows along the upper wall and five entrances, which consist of single-leaf and double-leaf wood-and-glass paneled doors, accessing the sunken plaza on the west side. Level with the basement, additional rooms, including restrooms and a mechanical space, are located underneath the upper levels of the plaza along the northeast and southwest corners. The basement includes a mixture of exposed concrete flooring and concrete flooring finished with ceramic tile. Other basement finishes include wallpapered drywall walls, dropped acoustical tile ceilings, and ceramic tile walls in the kitchen. Some areas of the public space feature marble walls matching those in the elevator lobby. Additionally, the restaurant and bar space features wood-paneled wainscoting and trim.

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The concrete and paved, multi-level plaza takes up the remaining portion of the lot on the north side of the building, and it is partially enclosed with a painted hollow metal railing. Wide, terraced concrete steps provide access to the lowest level of the plaza, accessing the restaurant and pyramidal atrium, directly from South Main Street and the walkway at the northwest corner of the building. This expansive staircase features a central railing, as well as a rectangular planter bed feature situated midway down the stairs. This planter bed feature is constructed of concrete and has a plant bed over a louvered vent at one end and a t-shaped aluminum monument sign identifying the restaurant at the other. The lowest level of the plaza, adjacent to the basement restaurant space, is open and features concrete pavers. On the east side of the plaza, at street level, a large, wide, concrete cylindrical monument sign identifies the different suites within the building. At the northeast corner, concrete stairs lead to a mid-level concrete platform that extends along the northeastern end along East High Avenue. At the west end of this section, additional concrete steps lead to the sidewalk along East High Avenue. Additionally, a ramp, which is separated from the main level of the plaza to the east by a row of planter boxes, is located along the east side of the plaza and connects to the mid-level landing on the north side. A painted hollow metal railing separates the ramp and the mid-level plaza from the lower level to the south and west. Two flag poles, which are situated on a concrete base, are located just to the northeast of the skylight room along the south side of the east staircase. Although the plaza consists exclusively of impervious surfaces, a few square and round planter boxes are situated throughout the plaza.

Integrity Analysis

Although the pyramidal skylight atrium was added outside the period of significance, the exterior of the building retains strong architectural integrity of design, materials, and workmanship as a mid-century bank building. The exterior of the building and plaza are largely intact and in keeping with their original design. The primary materials and design elements, such as the use of concrete, pre-cast concrete panels, and aluminum and glass, with an emphasis on mass and scale, demonstrate the original design and workmanship associated with mid-century building technology and the Brutalist style. While there has been loss of the historic plan and finishes on several of the upper floors, this is typical for an office building which often sees interior partition walls and finishes changed out numerous times. Despite alterations and loss of more-temporal material, the plan remains intact in the primary public first-floor spaces and the bank vault remains. Additionally, the primary circulation around the central staircase and elevator lobby remains intact on each floor. Furthermore, historic finishes and trim remain in the entrance lobby and throughout much of the eighth floor. The majority of the windows and the first-floor storefront have also been retained. Additionally, the building's relationship with the sunken plaza has been preserved. Although the surrounding landscape has changed a little over time, and some nearby historic resources have disappeared from the landscape, the building retains integrity of location and setting because the site itself is largely intact with much of it appearing similar to what it did in the mid-twentieth century, and the surrounding environment maintains its dense urban commercial setting. Additionally, One Center Plaza retains integrity of feeling as a mid-twentieth-century office building and outdoor gathering space and its association with its areas and period of significance.

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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.)

- ☐ 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 old or achieving significance within the past 50 years

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Areas of Significance

(Enter categories from instructions.)

COMMUNITY PLANNING AND DEVELOPMENT/Urban Renewal

ARCHITECTURE

Period of Significance

1974

Significant Dates

N/A

Significant Person

(Complete only if Criterion B is marked above.)

N/A

Cultural Affiliation

N/A

Architect/Builder

Pease, James Norman, Jr. (J.N. Pease and Associates)

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Statement of Significance Summary Paragraph (Provide a summary paragraph that includes level of significance, applicable criteria, justification for the period of significance, and any applicable criteria considerations.)

One Plaza Center is eligible for listing in the National Register of Historic Places at the local level of significance under **Criterion A** in the area of **Community Planning and Development**, as well as under **Criterion C** in the area of **Architecture**. During the mid-twentieth century, the City of High Point and the High Point Redevelopment Commission (HPRC) carried out an urban renewal program that reshaped the city. In 1962, the city initiated the East Central Urban Renewal Project to address their concerns that the central business district had become dilapidated. Due to its key location in the heart of downtown High Point, One Plaza Center was a high-priority for the HPRC and it is one of the few remaining mid-twentieth-century office buildings in downtown High Point. The resulting Brutalist style office building, designed by prominent North Carolina architect James Norman Pease, Jr., is an integral piece of the fabric of downtown High Point and served as the physical and visual center of the mid-twentieth century commercial district.¹ Its development and construction represent the effective use of Urban Renewal funds and served as an impetus to a broader shift in community planning and development in High Point. One Plaza Center's period of significance is 1974, which represents the completion date of the building's construction and the arrival of its first tenant. The year also marks the culmination of more than a decade of community planning and development for downtown revitalization through the federal urban renewal program.

Narrative Statement of Significance (Provide at least **one** paragraph for each area of significance.)

High Point was founded in 1859 at the highest point of the North Carolina railroad where it intersected with the Great Plank Road.² The first furniture factory opened in High Point in 1888, and by the end of the nineteenth century, the city was one of the leading furniture manufacturing centers in the south.³ The furniture industry, along with textiles and hosiery, continued to boom as the city grew in the early twentieth century. Although the city's focus eventually shifted from manufacturing to showcasing furniture, by the 1980s, the city had become known as "The Furniture Capital of the World."⁴

Like many American cities during the mid-twentieth century, High Point began to suburbanize, and less development and attention was focused downtown. In the late 1950s, High Point viewed

¹City Planning and Architectural Associates, "Core Area Study, High Point, North Carolina: Visual Analysis," March 1975; Frank Warren, "Elwood Hotel Removal Is Considered," *The High Point Enterprise* (January 24, 1964).

² "Geography, History, and Climate," The City of High Point, North Carolina. Accessed July 27, 2023. <https://www.highpointnc.gov/2007/Geography-History-Climate>.

³ Richard B. McCaslin, "High Point," NCpedia (2006). Accessed July 27, 2023. <https://www.ncpedia.org/high-point>; "Geography, History, and Climate."

⁴ "Key Industries: Furniture," ANCHOR: A North Carolina History Online Resource. Accessed July 27, 2023. <https://www.ncpedia.org/anchor/key-industries-furniture>; "Find Inspiration Here," Visit High Point. Accessed July 27, 2023. <https://visithighpoint.com/>.

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its downtown as dated and stagnant and inadequate representation of a thriving industrial city. As a first step to rejuvenate the central business district and draw people back downtown, the city published "Pilot Plan: A Preliminary Land Use and Thoroughfare Plan for The High Point Planning Area" in 1960. The Pilot Plan set forth ambitious expectations for population growth, manufacturing, retail, and wholesale and distributing industries by 1980.⁵ The city planners who authored the plan advocated for a plethora of changes that needed to be undertaken to make downtown High Point, "a desirable place for the location of commerce and industry which will constitute a well-balanced economy."⁶

After two years, High Point's Downtown Development Corporation sought an outside opinion on how best to revitalize the downtown area and hired City Planning Associates Inc. (CPAI) of Mishawaka, Indiana. CPAI was a full-service community planning and urban design consulting firm. During the 1960s, the firm added "Urban Renewal Consultants," to their portfolio of services, and over the course of the decade authored numerous studies and redevelopment plans. In 1962, CPAI completed the "Central Business District Study," which presented their findings on the conditions of downtown High Point and recommendations for redevelopment.⁷ The study claimed that the current central business district did not fully "express... the vitality of the people of High Point," and suggested solutions relating to the aesthetics and cohesion of the central business district (CBD) utilizing data from extensive surveys of the district's built environment, traffic patterns, and assessments of its general feeling. The overall goal of this plan was to create a healthier downtown that was more suited to modern methods of transportation, a burgeoning middle class, and the need for increased speculative office space.

CPAI's report indicated several key areas of concern that contributed to stalling downtown development. In the 1930s, the train tracks that bisected the town were lowered to help alleviate traffic and safety concerns. The unintended consequence of the below-grade train-track, however, was a physically divided central business district. Another issue cited in the report was the high upper floor vacancy rates throughout the CBD due to a lack of elevator services in historic buildings.⁸ However, to CPAI, the most glaring issue was the built environment's deterioration and inconsistent streetscapes. During the mid-twentieth century, downtown buildings were competing with sleek, modern suburban development such as low-rise retail strip malls and office centers with vast, dedicated parking lots. In addition to deterioration, inconsistent uses had resulted in unharmonious storefronts and streetscapes. According to CPAI, the first step in downtown revitalization was to cover the railroad tracks and create a series of pedestrian plazas.⁹ CPAI also proposed that downtown buildings should be converted to single uses and updated to modern standards, and to create a unified vision for downtown High Point.¹⁰

⁵"Pilot Plan: A Preliminary Land Use and Thoroughfare Plan for The High Point Planning Area," City Planning Department of High Point North Carolina (January 1960). High Point Collection Planning Vertical File, High Point Library.

⁶ "Pilot Plan," 3.

⁷ City Planning Associates, Inc., "Central Business District Study, High Point, North Carolina," (September 25, 1962).

⁸ City Planning Associates, Inc., "Central Business District Study," 2, 16, 29.

⁹ City Planning Associates, Inc., "Central Business District Study."

¹⁰ City Planning Associates, Inc., "Central Business District Study," 37.

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Like many cities facing redevelopment challenges during the mid-twentieth century, the City of High Point applied for federal urban renewal funds to address the desired changes to the CBD and other areas of the city that faced similar challenges. The North Carolina General Assembly passed the Urban Redevelopment Law in 1951 to permit municipalities to participate in the Federal Urban Renewal program established under the United States Housing Act of 1949.¹¹ The Federal Urban Renewal program was designed to provide federal funding to assist cities in removing and redeveloping areas deemed as “blighted” and/or “slums,” and many cities utilized these funds to redevelop their dated and deteriorating downtowns and neighborhoods. By the late 1950s, High Point had acknowledged the need for redevelopment. In 1961, City Council initiated participation in the Urban Renewal Program by formally identifying target areas within the city, a requirement to petition for inclusion in the program.¹² Within days of City Council approval, the High Point Mayor appointed five citizens to serve on the Redevelopment Commission. Once incorporated, the High Point Redevelopment Commission had authority to “purchase property, issue bonds and file condemnation proceedings” as part of the city’s urban renewal program.¹³

In 1962, the City Planning Associates also prepared a proposal for High Point’s East Central Urban Renewal Project, NC R-23. Rather than undertaking multiple smaller or area-focused projects like other cities in North Carolina, High Point opted to include all of the areas slated for urban renewal and redevelopment into one project. The boundary of the project included the CBD, as well as nearby residential areas (Figure 1). The project boundary was divided into three segments – A, B, and C – primarily for land acquisition purposes. Segment C included the CBD project area (Figure 1).¹⁴

One of the areas identified for acquisition in Section C was downtown’s most sought-after plot of land located at the southern intersections of S. Main, E. High, and S. Wrenn Streets. At the time, the site, located in the physical heart of the commercial downtown, was occupied by the c. 1905 Elwood Hotel. Although not specifically mentioned in the East Central Urban Renewal Project, as development plans evolved, City officials, community members, and developers frequently cited the property as pivotal for “the success of the entire High Point downtown renewal,” for its proximity to the commercial core and other planned renewal projects such as the never-realized pedestrian plaza over the railroad tracks.¹⁵ Real estate consulting firm Frederick M. Babcock and Co. provided recommendations for the site’s future use, and described the property as “the most prominent one” in the area where the construction of a “good, modern building” would promote increased values for neighboring properties.¹⁶

¹¹ “Urban Renewal, After Slow Start, Now is Reshaping City,” *Journal and Sentinel* (Winston-Salem, North Carolina, March 10, 1963).

¹² “Council Initiates City Participation In Urban Renewal,” *The High Point Enterprise* (March 9, 1961).

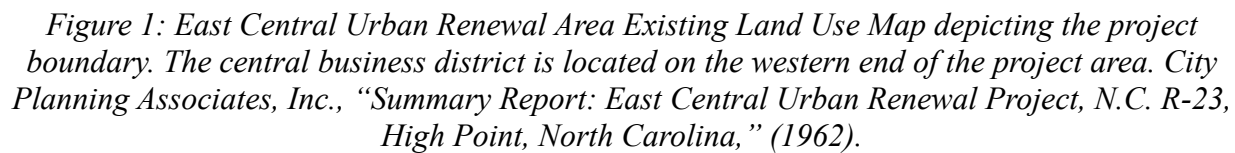
¹³ “Mayor Appoints Commission on Urban Renewal,” *The High Point Enterprise*, March 16, 1961.

¹⁴ City Planning Associates, Inc., *Summary Report: East Central Urban Renewal Project, N.C. R-23, High Point, North Carolina* (1962).

¹⁵ Frank Warren, “Elwood Hotel Removal Is Considered,” *The High Point Enterprise* (January 24, 1964).

¹⁶ Warren, “Elwood Hotel Removal Is Considered.”

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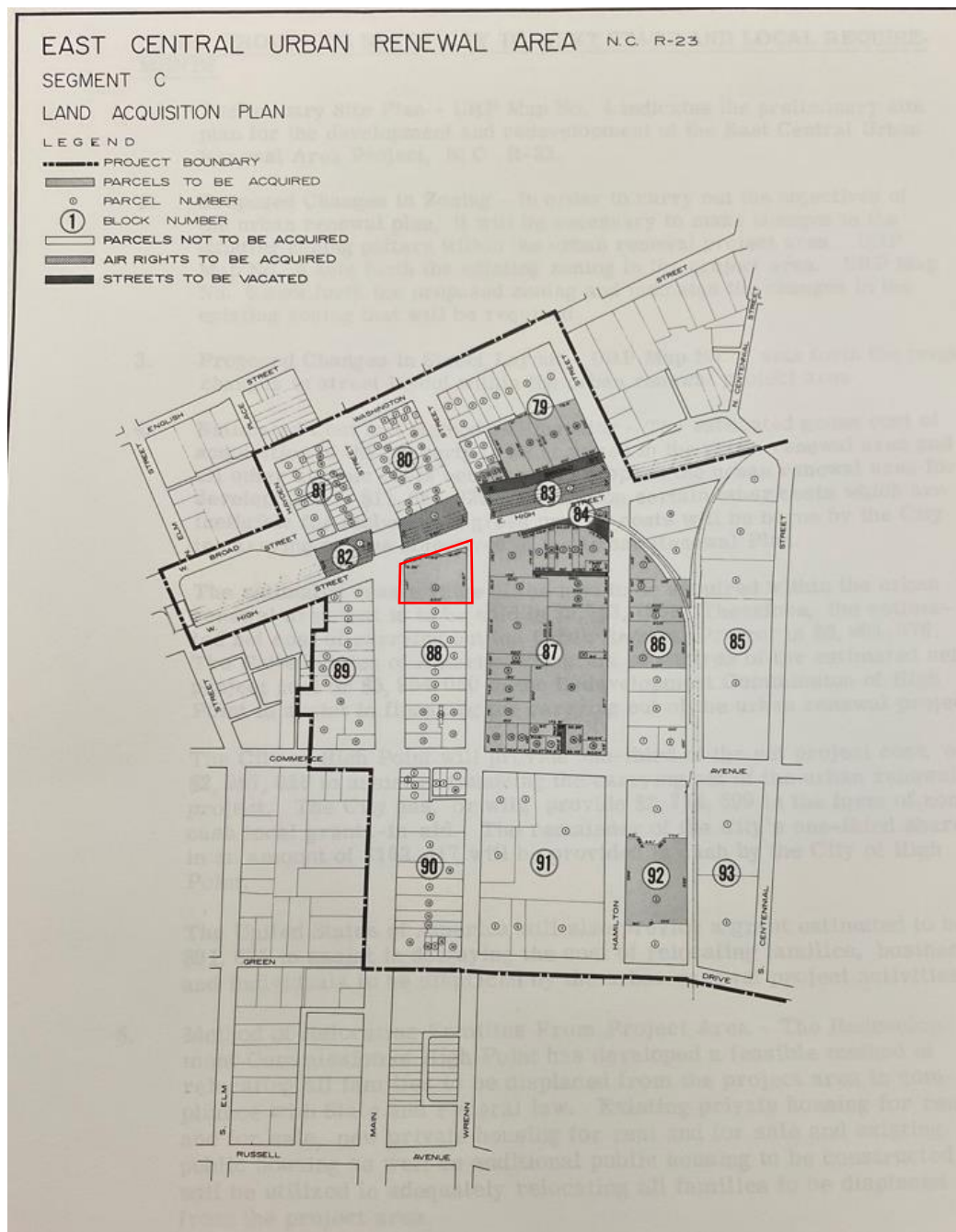


Figure 2: Map of the East Central Urban Renewal Area's Section C – Land Acquisition Plan. City Planning Associates, Inc., "Summary Report: East Central Urban Renewal Project, N.C. R-23, High Point, North Carolina," (1962). NOTE: Red boundary indicates approximate location of the future One Plaza Center.

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The HPRC received multiple proposals for the site of the Elwood Hotel and spent months considering the redevelopment of the parcel and evaluating the quality of the submissions. Several of the proposals focused on the adaptive reuse of the site while others proposed the construction of a modern building. City officials and the HPRC, however, determined that demolishing the historic hotel was the most cost-effective and responsible action the city could take. While the HPRC acknowledged the beauty of the old building, they rendered it obsolete and unsafe. *The High Point Enterprise* wrote, “Experts say High Point’s largest and oldest landmark - the Elwood Hotel - has got to go.”¹⁷ In the eyes of the HPRC, the success of the entire downtown revitalization efforts rested on redeveloping this plot of land, and as *The Enterprise* wrote, anything less than full redevelopment of the site was a “gamble on perpetuating the blight which is helping to sap the lifeblood of the downtown area.”¹⁸

In January 1967, the HPRC used its authority to condemn and acquire property for redevelopment, gaining ownership of the Elwood Site, as it was then known.¹⁹ Although initially settling on payment of a little over \$500,000, the former property owner filed a condemnation suit regarding the appropriate valuation of the Elwood Hotel in April 1969. While the previous owner sought payment of \$1 million, the jury ultimately awarded \$942,500 for the site. The outcome of the lawsuit, along with similar condemnation hearings, prompted the HPRC to limit any future acquisitions by condemnation proceedings whenever possible.²⁰

By August 1967, the city was entertaining bids for the demolition of the Elwood Hotel. After selecting the lowest bid, demolition proceeded from September 1967 to March 1968.²¹ For nine months the HPRC sought a proposal for the site’s redevelopment. At first, only one developer, A. Pat Brown, expressed interest in the property. Brown submitted an opening bid for only \$75,000 and the only other group that expressed interest was the High Point Housing Authority with plans to develop a high-rise home for the elderly.²² The city eventually awarded the development project to L. Ray McMahan who offered the highest bid for the property at \$207,000.²³ While all of the other proposals submitted to the HPRC recommended commercial space, office towers, or apartments, McMahan’s plan differentiated itself from the rest as he planned to include a built-in mall, as well as a large banking space. The Merchants’ Association, however, was staunchly opposed to any plan that included a bank at the former Elwood site, preferring a more retail-oriented plan or a large retail development. Despite this, the HPRC resolved that they would not receive a bid higher than the one McMahan has offered, and by law, the commission was required to either accept the highest offer or reject all bids.²⁴

¹⁷ Frank Warren, “By a Department Store: Elwood Hotel Replacement Is Proposed,” *The High Point Enterprise* (February 9, 1964).

¹⁸ Warren, “By a Department Store: Elwood Hotel Replacement Is Proposed,”

¹⁹ Ray Hubbard, “Urban Renewal Progress Report: Remaking The Face Of A City,” *The High Point Enterprise* (May 8, 1966), Forrest Cates, “Mayor Appoints Commission on Urban Renewal,” *The High Point Enterprise* (March 16, 1961).

²⁰ “Looting The Taxpayers,” *The High Point Enterprise* (April 7, 1969).

²¹ “Elwood Bids Are Opened,” *The High Point Enterprise* (December 6, 1968).

²² “Elwood Site Interest Slim,” *The High Point Enterprise* (November 29, 1968).

²³ Ray Hubbard, “Price Tab on Elwood Soars; Four Bids Are Entered,” *The High Point Enterprise* (December 4, 1968).

²⁴ Hubbard, “Price Tab on Elwood Soars; Four Bids Are Entered.”

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In January 1969, the sale of the site to McMahan was approved by the City Council with one opposing vote.²⁵ The dissenting voter worried about the lack of confirmed tenants and the vagueness of the plan, and wanted to iron out specifics before the federal government stamped its seal of approval on the project. McMahan, however, contested that no large tenants would commit themselves to the site until its purchase was secured and development initiated.

In May 1969, McMahan unveiled the preliminary development plan for the site which included a four-story modern building (Figure 3). The plan itself featured equal square footage for banking and retail on the first floor, a second-floor cafeteria, and office space on the third and fourth floors. The estimated cost of the building was \$2.5 million.²⁶ First Citizens Bank and Trust, the eventual owners of the building, and First Union Bank expressed interest in the space; other interested tenants included Mann Drug, three additional banks, and S&W Cafeteria.²⁷ The Merchants' Association was disappointed with the inclusion of a bank in roughly half of the retail space on the first floor, but supported the idea of Mann Drug and S&W Cafeteria locating within the building. The Association cited issues of traffic congestion caused by drive-thru bank windows, the need to "strengthen the downtown retail area," and the opinion that it was unfair that the city turned down the original offer of \$75,000 by Mr. Brown who proposed a similar plan to make the building a primary space for banking.²⁸

Initially, it was announced that McMahan's proposal was not accepted, and the issues of internal layout were hotly debated at a series of city council meetings. However, on May 11, 1969, city council approved the plan, and lifted restrictions in order to allow McMahan to continue with the most feasible plan, including placing a bank inside the building. McMahan's proposal was deemed by city council to be "attractive, combining utility and a type of easiness uncommon to business structure on high-priced land."²⁹ The detailed development plans for One Plaza Center, as the site had been named, were unveiled for HPRC and Housing and Urban Development Officials in September 1969. The four-story Brutalist building was designed by Charlotte-based architect J. N. Pease, who was known for his Bauhaus-influenced modern designs.³⁰ Ultimately the large department store component of the project was not pursued due to a lack of viable parking, but space for retail was still included in the plan. Although the building's design was for at least four-stories, McMahan stated that there was enough tenant-interest to possibly increase the building to five, eight, or even a dozen floors.³¹

²⁵ Forrest Cates, "Elwood Site Sale Okayed By Council: One Vote Is Cast Against," *The High Point Enterprise* (January 16, 1969).

²⁶ Ray Hubbard, "No Approval Yet: Elwood Action Still Stymied," *The High Point Enterprise* (May 6, 1969).

²⁷ Ray Hubbard, "No Lease Is Signed Yet: Mann Drug Is A Top Elwood Prospect," *The High Point Enterprise* (May 9, 1969).

²⁸ Hubbard, "No Lease Is Signed Yet: Mann Drug Is A Top Elwood Prospect."

²⁹ "Elwood Redevelopment Needs to Be Pressed," *The High Point Enterprise* (May 11, 1969).

³⁰ Benjamin Briggs, *The Architecture of High Point, North Carolina: A History and Guide to the City's Houses, Churches, and Public Buildings* (Charleston: The History Press, 2008), 110.

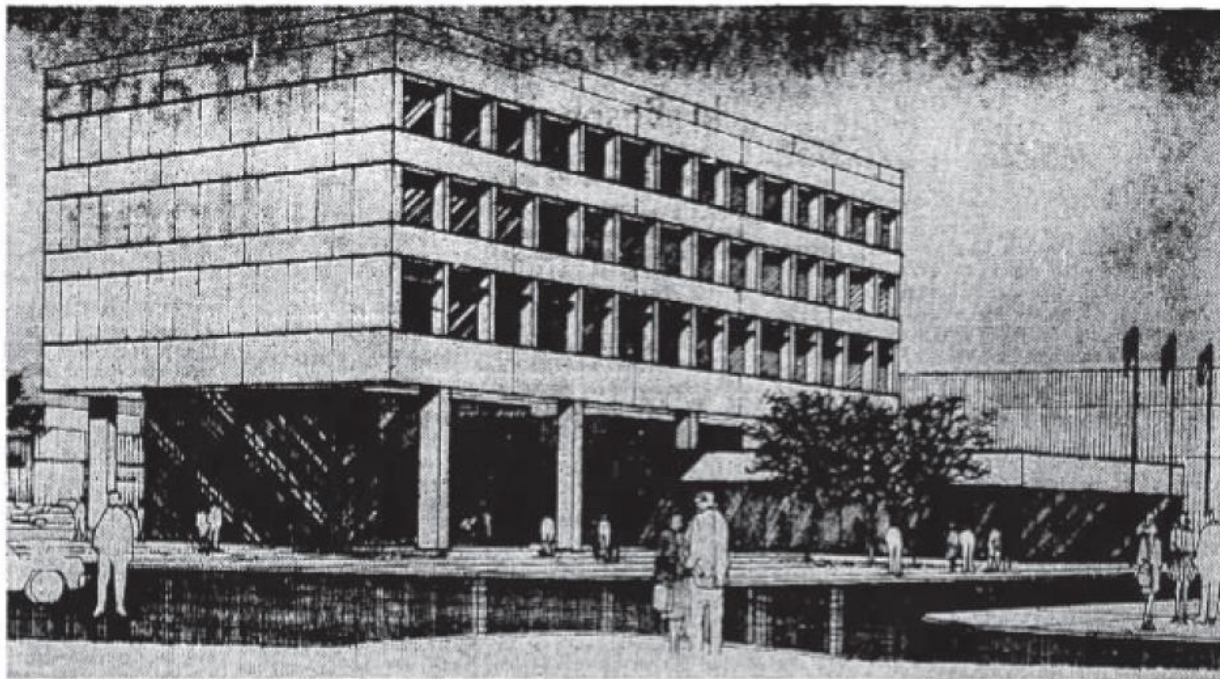
³¹ "One Plaza Center Replacing Old Elwood," *The High Point Enterprise* (September 17, 1969).

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ARCHITECT'S DRAWING OF LATEST PLANS FOR ELWOOD SITE DEVELOPMENT

Figure 3: "Architect's Drawing of Latest Plans for Elwood Site Development," May 1969. "No Approval Yet: Elwood Action Still Stymied," *The High Point Enterprise* (May 6, 1969).

In addition to the four or more stories that would be included for banking, retail, cafeteria, and office space, the design for One Plaza Center included a sunken pedestrian plaza. As cities became increasingly autocentric, architects and planners began reshaping the ways in which people interacted with the built environment through the introduction of plazas. In many cities during the mid-twentieth century, high-rise developers were encouraged to add plazas to their designs; planners viewed the addition as a way to "create public space on private land," while architects appreciated the neutral setting to display their building design.³² Plazas were characterized by a combination of hardscape and landscape features – typically minimalist raised planters that were integrated into the plaza floor – which welcomed pedestrians off of the city sidewalks with their integrated benches or step designs that encouraged momentary respite. In addition to their functional purpose, plazas served as a podium or stage for the towers that rose from them, and combined the role of architect and urban planner in the way that they encouraged users to move through built environment. By the 1970s, plazas were a typical design component of many downtown office buildings, and the use of sunken plazas in particular had become a J.N. Pease Associates trademark.³³

³² Witold Rybczynski, *Making Cities Work: Prospects and Policies for Urban America* (Princeton: Princeton University Press, 2009).

³³ Briggs, *The Architecture of High Point, North Carolina*, 110.

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By November 1970, George W. Kane, Inc contracting company was selected as the prime contractor and construction on One Plaza Center was underway. McMahan was now confident the building could secure enough tenants for additional floors, and obtained a building permit for the construction of an eight-story building; officials told *The High Point Enterprise* that the foundations were being prepared to support as many as twelve floors.³⁴ City officials, including Mayor Robert Davis, viewed the new One Plaza Center development as a key to “rejuvenating development” of the CBD, with City Planning Director Duncan McIntyre stating, “If this comes through as projected, then downtown may be revitalized.”³⁵

The building was substantially complete by 1973, and in 1974 it was purchased by Neuse, Inc., a real estate subsidiary of First-Citizens Bank and Trust Co.³⁶ The property was purchased for about \$5 million, and at this time the bank renamed One Plaza Center to First-Citizens Bank Plaza to prevent any confusion since the bank intended to place their name on the building.³⁷ The completed building was designed to include tenant-designed office space, and advertised its modern features such as “year-around temperature comfort control” and “four high-speed synchronized elevators.” Additional advertised amenities included a mini-mall shopping facility, which was associated with the sunken pedestrian plaza.³⁸

The first tenants to move into the almost-completed building were Seidman & Seidman, one of the largest accounting firms in the world who had worked in the furniture and textiles industries for generations. Beginning in the spring of 1974, Seidman & Seidman occupied most of the sixth floor and moved to One Plaza Center (then named First-Citizens Bank Plaza) for its expanded space and modern amenities. The firm’s North Carolina operations often involved consultation on predictions for the future of the furniture industry. Their role as accountants and market evaluators was integral to the success of dozens of local furniture companies and manufacturers that they represented from their One Plaza Center office.

³⁴ “One Plaza Center Boosts Building Permits Way Up,” *The High Point Enterprise* (November 13, 1970).

³⁵ “Downtown is At Crossroads Again,” *The High Point Enterprise* (September 13, 1970).

³⁶ “One Plaza Bought By Bank,” *The High Point Enterprise* (January 14, 1974).

³⁷ “One Plaza Renamed for Bank,” *The High Point Enterprise* (April 30, 1974).

³⁸ “Your Prestigious New Business Address: First-Citizens Bank Plaza,” *The High Point Enterprise* (July 28, 1974).

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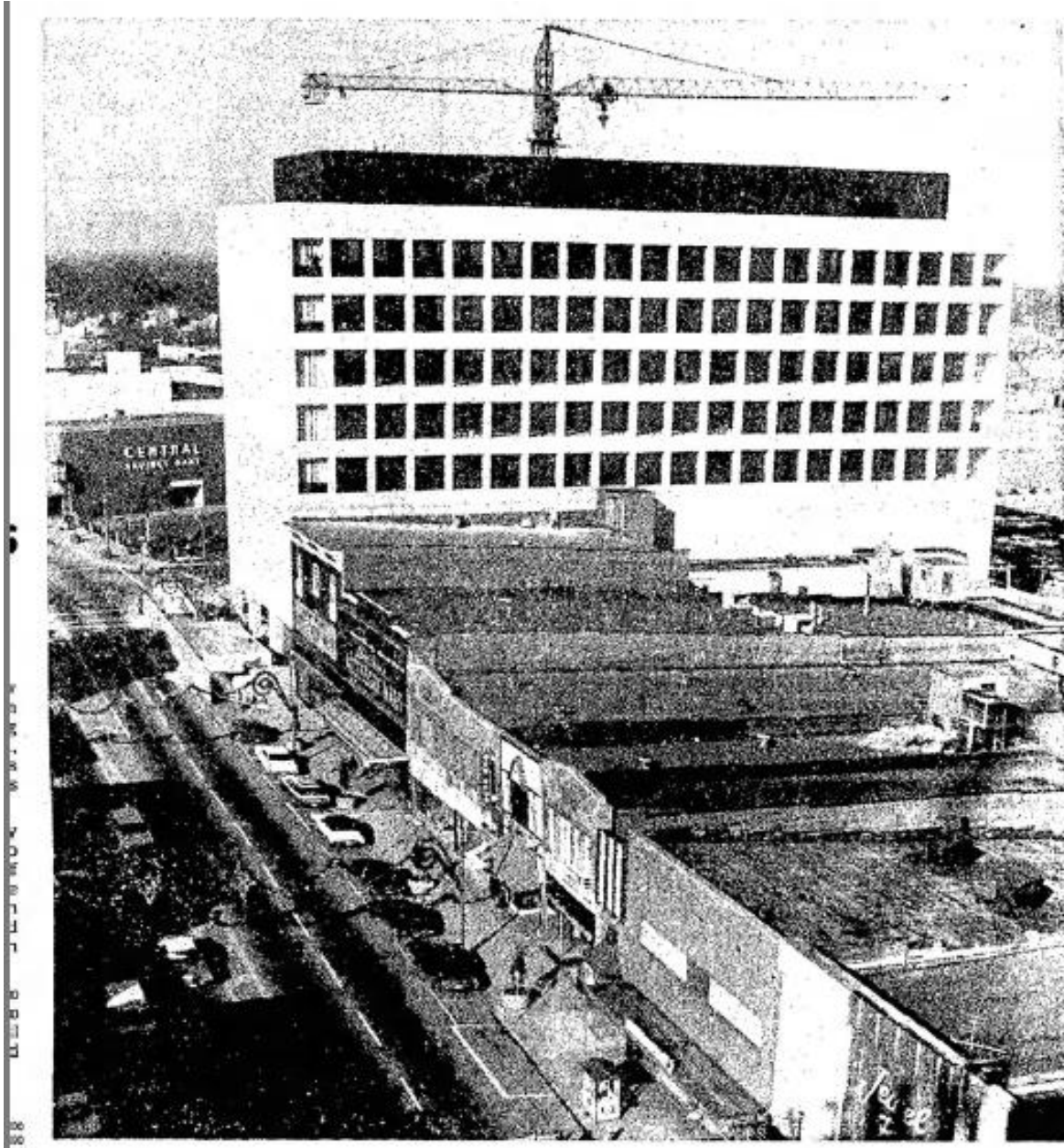


Figure 4: One Plaza Center substantially completed, with First Citizens Bank & Trust Co. expected to occupy the first floor. "Changes on the Skyline," The High Point Enterprise (December 9, 1973).

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Figure 5: Photos from the 1978 lunchtime series “FESTIVAL-IN-THE-PLAZA.” “Significant Investments,” *Downtown High Point* (September 1978), 3.

One Plaza Center officially opened as First-Citizens Bank Plaza on June 3, 1974, celebrating with a free, open-to-the-public “Festival in the First-Citizens Bank Plaza.”³⁹ The event was a success with the community, and began a series of public events held in the plaza. Those involved with the development had hoped that the plaza’s pedestrian mall and fountain would help draw people back downtown, and as intended, the completed pedestrian plaza provided a space for gathering and entertainment.⁴⁰ Throughout the 1970s the space continued to be used, with events such as the “FESTIVAL-IN-THE-PLAZA” series that provided free, public entertainment during lunchtime, coordinated by the High Point Economic Development Corporation. A *Downtown High Point* newsletter described the events stating that 200-300 “secretaries, bankers, lawyers, businessmen and women, families, merchants and shoppers have spent lunch hours in the Plaza listening and watching the entertainment presented.”⁴¹ The success of these events is representative of the utilization of pedestrian plazas in American urban centers nationally during the mid-to-late twentieth century.

³⁹ “You’re Invited Tonight! Festival in the First-Citizens Bank Plaza,” *The High Point Enterprise* (June 3, 1974).

⁴⁰ “Thomasville Trying to Salvage Heart of Town,” *The High Point Enterprise* (August 11, 1974).

⁴¹ “Significant Investments,” *Downtown High Point* (Pamphlet) (September 1978), 3.

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Although some of the designs, proposals, and goals for urban renewal improvements in High Point - such as covering the railroad tracks and creating a pedestrian plaza in their place - were never realized, One Plaza Center (First-Citizens Bank Plaza) was successful in its goal to contribute positively to the revitalization of downtown High Point. Within four years of its completion, the City acknowledged the building as the “most notable” of the important developments within the city.⁴² While other smaller office buildings were constructed in downtown High Point during this period, it is significant as the largest high rise office tower constructed in the Brutalist style in downtown during the second half of the twentieth century.⁴³ In a 1975 visual analysis by City Planning and Architectural Associates of Chapel Hill, One Plaza Center’s “size, color, and bold simple design” as well as its “highly visible location” made the building “an effective visual mid-point for the primary commercial area.”⁴⁴ Decades later, architectural historian Benjamin Briggs described the building as setting “a progressive tone for the development of downtown High Point” while redefining the CBD’s appearance.⁴⁵ One Plaza Center continued operation as a bank and retail space with offices on the upper floors until 2006 when it was purchased by the nearby Furniture Showplace and utilized as additional furniture showroom space and offices for the company.

Criterion A: Community Planning and Development

One Plaza Center is locally significant under **Criterion A** in the area of **Community Planning and Development** for its key role in the redevelopment plans for the City of High Point’s central business district and the East Central Urban Renewal Project (NC R-23). Like many cities facing redevelopment challenges during the mid-twentieth century, the City of High Point applied for federal urban renewal funds to address the desired changes to the CBD and other areas of the city. The North Carolina General Assembly passed the Urban Redevelopment Law in 1951 to permit municipalities to participate in the Federal Urban Renewal program established under the United States Housing Act of 1949.⁴⁶ The Federal Urban Renewal program was designed to provide federal funding to assist cities in removing and redeveloping areas deemed as blighted, and many cities utilized these funds to redevelop their dated and deteriorating downtowns and neighborhoods. By the late 1950s, High Point had acknowledged the need for redevelopment. In 1961, City Council initiated participation in the Urban Renewal Program by formally identifying target areas within the city, a requirement to petition for inclusion in the program.⁴⁷

The mid-twentieth century history of urban planning in High Point is inextricably tied to urban renewal, and the development of One Plaza Center was pivotal to the city’s plan to revitalize its downtown. In the late 1950s, furniture and hosiery mills began to consolidate and move out of downtown and into larger suburban facilities. Additionally, the economic boom of the post-war period and the housing opportunities afforded by the G.I. Bill led many of its citizens to move

⁴² “Significant Investments,” *Downtown High Point* (Pamphlet) (September 1978), 2.

⁴³ Briggs, *The Architecture of High Point, North Carolina*, 76, 110.

⁴⁴ City Planning and Architectural Associates, “Core Area Study, High Point, North Carolina: Visual Analysis,” March 1975, 23.

⁴⁵ Briggs, *The Architecture of High Point, North Carolina*, 76.

⁴⁶ “Urban Renewal, After Slow Start, Now is Reshaping City,” *Journal and Sentinel* (Winston-Salem, North Carolina, March 10, 1963).

⁴⁷ “Council Initiates City Participation In Urban Renewal,” *The High Point Enterprise* (March 9, 1961).

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away from the town's urban center. As a result, and like many other American cities, High Point enlisted planning expertise and Federal Urban Renewal dollars to re-envision its downtown and attract economic activity back to the central business district.

One Plaza Center became the heart of High Point's downtown urban renewal effort. The design for One Plaza Center sought to provide banking, commercial, and retail space in a prominent and central location that would encourage people to return downtown while improving the aesthetics of the central business district. The redevelopment plans for the CBD called for modern development, a common symbol of progress and forward movement for urban areas during the 1960s and 1970s. The incorporation of a sunken plaza, typical of J.N. Pease Associates design, provided public access to private property and encouraged pedestrian use of the space. The plaza became a public gathering space in High Point for festivals and events, as well as everyday use for outdoor respite. Because of the site's location in central downtown, city officials, developers, and citizens recognized the importance of the site and the potential of the One Plaza Center development to turn around downtown's outlook, rejuvenate the CBD, and encourage future development.

When completed in 1974, commercial and professional tenants such as Seidman & Seidman and First Citizens Bank utilized this key location to conduct business that supported the success of High Point's various industries and manufacturers. Creating a space with all of the conveniences of modern technology was critical to bringing economic activity back to the heart of High Point. One Plaza Center reshaped the city skyline and re-activated downtown. While many of the proposals of the City's Urban Renewal plan never came to fruition, One Plaza Center remains as a symbol of the program's impact on High Point.

Criterion C: Architecture

One Plaza Center is also locally significant under **Criterion C** for **Architecture** as an excellent local example of Brutalist architecture. The building is also one of only a few local examples the work of North Carolina architect James Norman Pease, and is representative of the his modernist design aesthetic.⁴⁸ This eight-story Brutalist building sits on one of the most prominent locations in High Point and represents a style of architecture and era of history that is largely absent from the downtown High Point built environment and is an integral piece of High Point's skyline.⁴⁹ Consistent with mid-twentieth century Brutalist style architecture, the building emphasizes mass and solidarity through the use of concrete load-bearing walls and supports, pre-cast concrete panels, minimal ornamentation, and minimal fenestration. The building's structure was originally designed to accommodate future expansions up to a maximum of twelve floors. This design feature was almost immediately invoked as the original mock-ups included only four stories.

⁴⁸ Briggs, *The Architecture of High Point, North Carolina*, 76, 110; The Wachovia Building at 200 North Main Street is a four-story, New Formalist style bank building designed by Odell and Associates, and constructed in 1965. It is cited as the other of two large office buildings constructed in High Point during the 1960s and 1970s. Briggs also notes that the building's exterior sheathing was replaced in the 1990s.

⁴⁹ The building's original design in 1969 included four stories, however, by the time the permits were pulled in November 1970, it included 8 stories. See historical overview narrative for additional information.

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Interest generated in leasing opportunities resulted in the construction of an eight-story building at the time of permit approval and completion.

While other mid-twentieth century buildings were constructed in High Point, One Plaza Center is one of only a few examples of Brutalism constructed in the downtown area during the 1960s and 1970s.⁵⁰ Among the other examples of Brutalist influence in High Point is the Wachovia Building located just a few blocks away from One Plaza Center at 200 N Main Street. Completed in 1964, the building is three stories tall and was designed by Odell and Associates of Charlotte. While One Plaza Center demonstrates more International Style influences such as its ribbon-like windows and floating base, the Wachovia Building is more characteristic of New Formalist architecture with its emphasized flat capital and thin colonnade. Though the Wachovia Building retains its general modernist design features, its aggregate concrete exterior (a characteristic element of Brutalist influence) was re-sheathed with smooth tile in the late 1990s.⁵¹

One Plaza Center was designed by J.N. Pease and Associates, a Charlotte-based architecture firm. James Norman Pease Jr. rose quickly through the ranks of his father's company, eventually becoming the chief designer for the firm. He was responsible for designing a number of projects in Charlotte during the urban renewal period and was known for his modernist designs. The firm's shift to modern architecture was cemented when Pease replaced a Beaux Arts-trained architect as chief designer.⁵² Modern design components such as the sunken plaza featured at One Plaza Center were a trademark of his, and the firm's, work.⁵³ One of Pease's most notable designs is the Charlotte Observer Building, completed in 1972. Pease's design for One Plaza Center bears some resemblance to the firm's design for the Charlotte Government Center complex in 1966 (Figure 6). Other works by Pease included the former First Union Tower in Charlotte (renamed Two Wells Fargo Tower), Duke Power Computer Center, also located in Charlotte, and at least ten buildings on the campus of UNC-Chapel Hill.⁵⁴ While Pease's architectural legacy in Charlotte is well documented, One Plaza Center offers a representative example of the firm's modernist portfolio outside its headquarters in Charlotte.

⁵⁰ Briggs, *The Architecture of High Point, North Carolina*, 76, 110.

⁵¹ Briggs, *The Architecture of High Point, North Carolina*.

⁵² "Charlotte Observer Building," North Carolina Landmarks Commission, n.d.

⁵³ Briggs, *The Architecture of High Point, North Carolina*, 110.

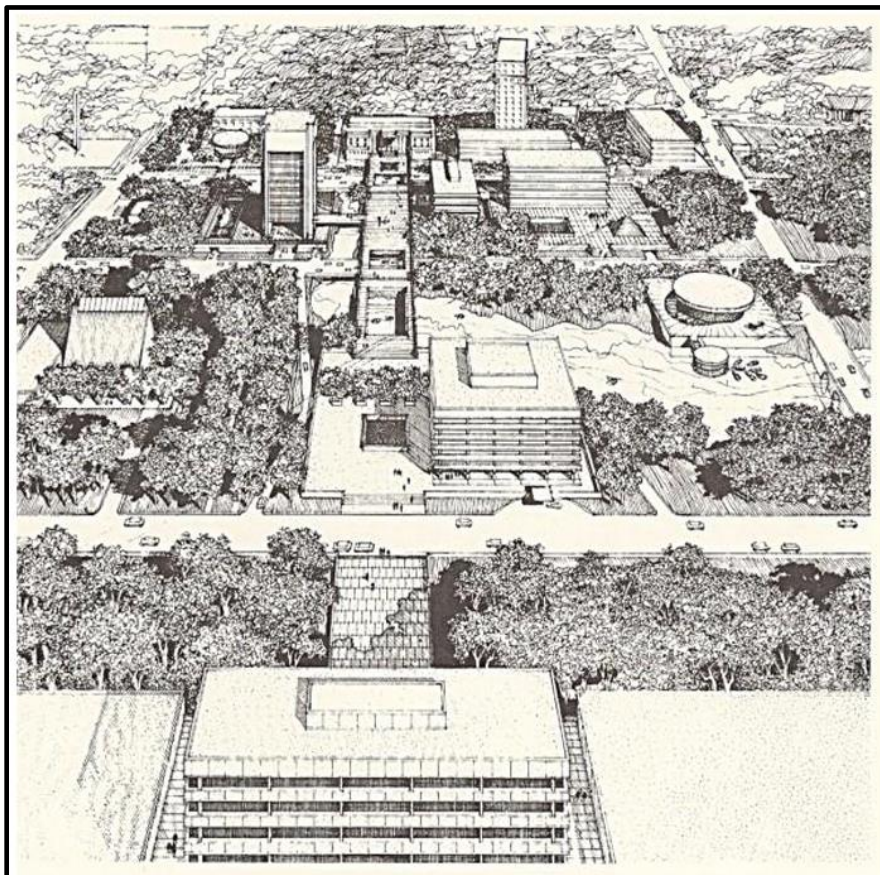
⁵⁴ NC Modernist, "James Norman Pease, Jr (FAIA (1921-2009))," <https://www.ncmodernist.org/pease.htm> (accessed 13 Nov 2023. Note: Pease's designs varied across the spectrum in Modernist designs and the firm demonstrated experience in various stylistic idioms. Current research has not revealed how frequently Brutalism was used in Pease designs.

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*Figure 6: J.N. Pease Associate's design for the Charlotte Government Center complex, 1966.
"Charlotte Observer Building," North Carolina Landmarks Commission, n.d.*

One Plaza Center is also representative of the trend in mid-century plaza or podium design that frequently accompanied commercial or institutional office towers, or sometimes served as stand-alone parks or public spaces. The field of urban planning encouraged the use of these spaces as a way to “create public space on private land,” while architects appreciated the neutral setting to display their building design.⁵⁵ Plazas featured a combination of hardscape and landscape features – typically minimalist raised planters that were integrated into the plaza floor – which welcomed pedestrians off of the city sidewalks with their integrated benches or step designs that encouraged momentary respite. In addition to their functional purpose, plazas served as a podium or stage for the towers that rose from them, and combined the role of architect and urban planner in the way that they encouraged users to move through the built environment. By the 1970s, plazas were a typical design component of many downtown office buildings, and the use of sunken plazas, such as the one that accompanies the One Plaza Center office tower, had become a J.N. Pease Associates trademark.⁵⁶ The towering multi-story high-rise building juxtaposed against the sunken plaza created an effective complement. The sunken plaza at One Plaza Center

⁵⁵ Witold Rybczynski, *Making Cities Work: Prospects and Policies for Urban America* (Princeton: Princeton University Press, 2009).

⁵⁶ Briggs, *The Architecture of High Point, North Carolina*, 110.

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was also successful in attracting pedestrian activity and served as an open gathering space in the city's urban core.

One Plaza Center's Brutalist design and sunken plaza is reflective of the mid-twentieth century architectural expression, and in particular, is characteristic of the use of architecture and the built environment to promote and embody the ideals of progress. One Plaza Center is one of only a few remaining mid-twentieth century commercial and institutional buildings in High Point and was the largest constructed within downtown High Point during the second half of the twentieth century. Its location, size, and design serve as a landmark in the city's skyline, as well as a physical reminder of the optimism of the urban renewal movement.

One Plaza Center
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Guilford Co., NC
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9. Major Bibliographical References

Bibliography (Cite the books, articles, and other sources used in preparing this form.)

Newspapers and Periodicals

Downtown High Point (High Point, NC)

The High Point Enterprise (High Point, NC)

Journal and Sentinel (Winston-Salem, NC)

Other Primary Resources

“Central Business District Study, High Point, North Carolina.” City Planning Associates, Inc., September 25, 1962. High Point Library.

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Hubbard, Ray, Robert Marks, and The High Point Redevelopment Commission Staff. “High Point: Progress in Human Relations, A Brief Report of the East Central Urban Renewal Project.” The North Carolina Good Neighbor Council, April 1967. High Point Library.

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Tillman, Otis E. “High Point Model Cities 1968-1974.” The High Point Model City Commission, 1974. High Point Library.

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“Geography, History, and Climate.” The City of High Point, North Carolina. Accessed July 27, 2023. <https://www.highpointnc.gov/2007/Geography-History-Climate>.

“James Norman Pease, Jr, FAIA (1921-2009).” *NCModernist: Architecture You Love*. <https://www.ncmodernist.org/pease.htm#:~:text=JAMES%20NORMAN%20PEASE%2C%20JR.%2C,at%20North%20Carolina%20State%20University>. Accessed November 15, 2023.

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McCaslin, Richard B. “High Point.” NCpedia (2006). Accessed July 27, 2023. <https://www.ncpedia.org/high-point>

Rybczynski, Witold. *Making Cities Work: Prospects and Policies for Urban America*. Princeton: Princeton University Press. 2009.

Shipman, Roy J. *High Point: A Pictorial History*. High Point North Carolina: Hall Printing Company, 1983.

Wright, Gwendolyn. *USA: Modern Architectures in History*. London: Reaktion Books: LTD, 2008.

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 # _____
- ☐ recorded by Historic American Landscape Survey # _____

Primary location of additional data:

- ☒ State Historic Preservation Office
- ☐ Other State agency
- ☐ Federal agency
- ☒ Local government
- ☐ University
- ☐ Other

Name of repository: NCDCCR, High Point Public Library

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Historic Resources Survey Number (if assigned): GF0551

10. Geographical Data

Acreage of Property .56

Use either the UTM system or latitude/longitude coordinates

Latitude/Longitude Coordinates

Datum if other than WGS84: _____

(enter coordinates to 6 decimal places)

1. Latitude: 35.572640 Longitude: -80.001833

2. Latitude: Longitude:

3. Latitude: Longitude:

4. Latitude: Longitude:

Or

UTM References

Datum (indicated on USGS map):

☐ NAD 1927 or ☐ NAD 1983

1. Zone: Easting: Northing:

2. Zone: Easting: Northing:

3. Zone: Easting: Northing:

4. Zone: Easting : Northing:

Verbal Boundary Description (Describe the boundaries of the property.)

One Plaza Center is bound by S. Main Street to the west, E. High Street to the North, S. Wrenn Street to the east, and the adjacent parking deck to the south. The boundary of One Plaza Center encompasses the parcel (Pin # 7800-24-5846), which follows the extent of the

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building and plaza footprint where it meets the public sidewalk or the adjacent building. The true and correct boundary is shown on the attached scaled Location and Sketch Map.

Boundary Justification (Explain why the boundaries were selected.)

The historic boundary of One Plaza Center encompasses the known historic bounds of the property constructed ca. 1970-1974. The boundary follows the extent of the historic parcel and excludes modern development south of One Plaza Center and the public right of way that abuts the property. The property's historic setting and all known associated historic resources have been included within the historic boundary.

11. Form Prepared By

name/title: Kayla Halberg/Project Manager, Ashlen Stump/Preservation Associate, Victoria Leonard/Preservation Associate, Jack Galle/Intern
organization: Commonwealth Preservation Group
street & number: 536 W 35th Street
city or town: Norfolk state: VA zip code: 23508
e-mail: Admin@commonwealthpreservationgroup.com
telephone: 757-923-1900
date: November 2023

Additional Documentation

Submit the following items with the completed form:

- **Maps:** A USGS map or equivalent (7.5 or 15 minute series) indicating the property's location.
- **Sketch map** for historic districts and properties having large acreage or numerous resources. Key all photographs to this map.
- **Additional items:** (Check with the SHPO, TPO, or FPO for any additional items.)

Photographs

Submit clear and descriptive photographs. The size of each image must be 1600x1200 pixels (minimum), 3000x2000 preferred, at 300 ppi (pixels per inch) or larger. Key all photographs to the sketch map. Each photograph must be numbered and that number must correspond to the photograph number on the photo log. For simplicity, the name of the photographer,

One Plaza Center
Name of Property

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photo date, etc. may be listed once on the photograph log and doesn't need to be labeled on every photograph.

Photo Log

Name of Property: One Plaza Center

City or Vicinity: High Point

County: Guilford

State: NC

Photographer: Kayla Halberg

Date Photographed: July 7, 2023

Description of Photograph(s) and number, include description of view indicating direction of camera:

Photo Number	Description	Camera Direction
1	Façade and plaza	S
2	Façade and west elevation oblique	SE
3	Rear (south) elevation and adjacent parking deck	NW
4	Plaza entrance	E
5	Plaza and addition	E
6	Plaza floor, stair, and planter detail	W
7	Recessed first floor and column detail	E
8	Façade main entrance detail	S
9	First floor elevator lobby	S
10	First floor main entrance lobby	W
11	First floor bank teller lobby	E
12	Bank vault door detail	SW
13	Typical Stairwell	N
14	Basement elevator lobby	S
15	Basement storefront facing the plaza	N
16	Basement/plaza addition interior	N
17	Basement kitchen	E
18	Second floor elevator lobby	S
19	Typical upper floor with office partitions removed	W
20	Typical upper floor with office partitions removed	W
21	Typical upper floor, showing ghosting of former office partitions	E

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22	Typical upper floor elevator lobby	SW
23	Typical stairwell access and mail slot	N
24	Typical upper floor windows	SE
25	Typical eight floor office	N
26	Eighth floor board room	E

Historic Photo/Rendering Log

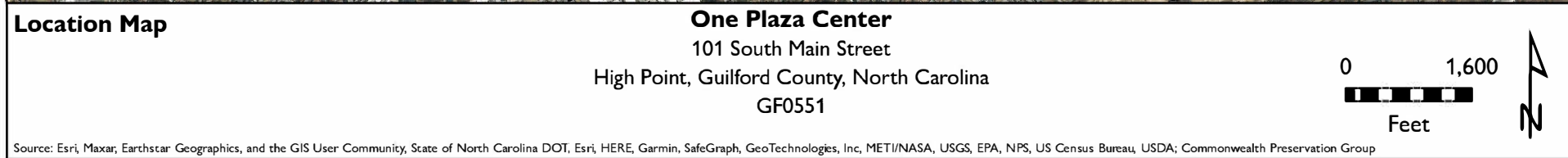
Figure Number	Caption
1	East Central Urban Renewal Area Existing Land Use Map depicting the project boundary. The central business district is located on the western end of the project area. City Planning Associates, Inc., "Summary Report: East Central Urban Renewal Project, N.C. R-23, High Point, North Carolina," (1962).
2	Map of the East Central Urban Renewal Area's Section C – Land Acquisition Plan. City Planning Associates, Inc., "Summary Report: East Central Urban Renewal Project, N.C. R-23, High Point, North Carolina," (1962). Red boundary indicates approximate location of the future One Plaza Center.
3	"Architect's Drawing of Latest Plans for Elwood Site Development," May 1969. "No Approval Yet: Elwood Action Still Stymied," <i>The High Point Enterprise</i> (May 6, 1969).
4	One Plaza Center substantially completed, with First Citizens Bank & Trust Co. expected to occupy the first floor. "Changes on the Skyline," <i>The High Point Enterprise</i> (December 9, 1973).
5	Photos from the 1978 lunchtime series "FESTIVAL-IN-THE-PLAZA." "Significant Investments," <i>Downtown High Point</i> (September 1978), 3.
6	J.N. Pease Associate's design for the Charlotte Government Center complex, 1966. "Charlotte Observer Building," North Carolina Landmarks Commission, n.d.

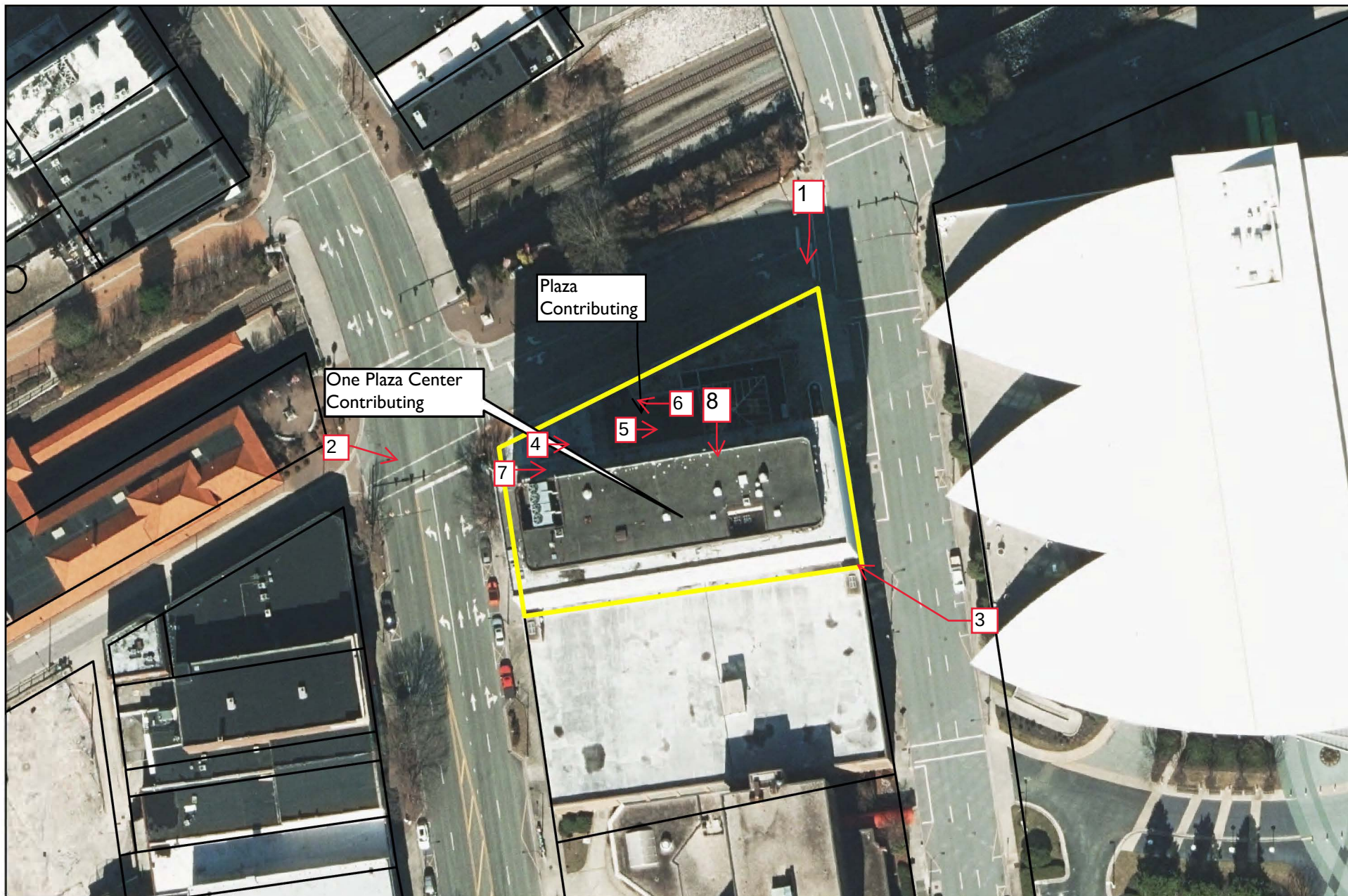
Paperwork Reduction Act Statement: This information is being collected for nominations to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C.460 et seq.). We may not conduct or sponsor and you are not required to respond to a collection of information unless it displays a currently valid OMB control number.

Estimated Burden Statement: Public reporting burden for each response using this form is estimated to be between the Tier 1 and Tier 4 levels with the estimate of the time for each tier as follows:

Tier 1 – 60-100 hours
Tier 2 – 120 hours
Tier 3 – 230 hours
Tier 4 – 280 hours

The above estimates include time for reviewing instructions, gathering and maintaining data, and preparing and transmitting nominations. Send comments regarding these estimates or any other aspect of the requirement(s) to the Service Information Collection Clearance Officer, National Park Service, 1201 Oakridge Drive Fort Collins, CO 80525.





Boundary Map

One Plaza Center Parcel & Historic Boundary

Parcel Lines ← Photo Number & Direction

One Plaza Center

101 South Main Street

High Point, Guilford County, North Carolina

GF0551

0 100



Feet



Esri Community Maps Contributors, State of North Carolina DOT, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA; Commonwealth Preservation Group/ Erica Howard



SOUTH MAIN STREET

EAST HIGH AVENUE

SOUTH WREN STREET



1

EXISTING PLAZA (LOWER LEVEL) FLOOR PLAN

1/8" = 1'-0"

0 2' 4' 8'
1/8" = 1'-0"

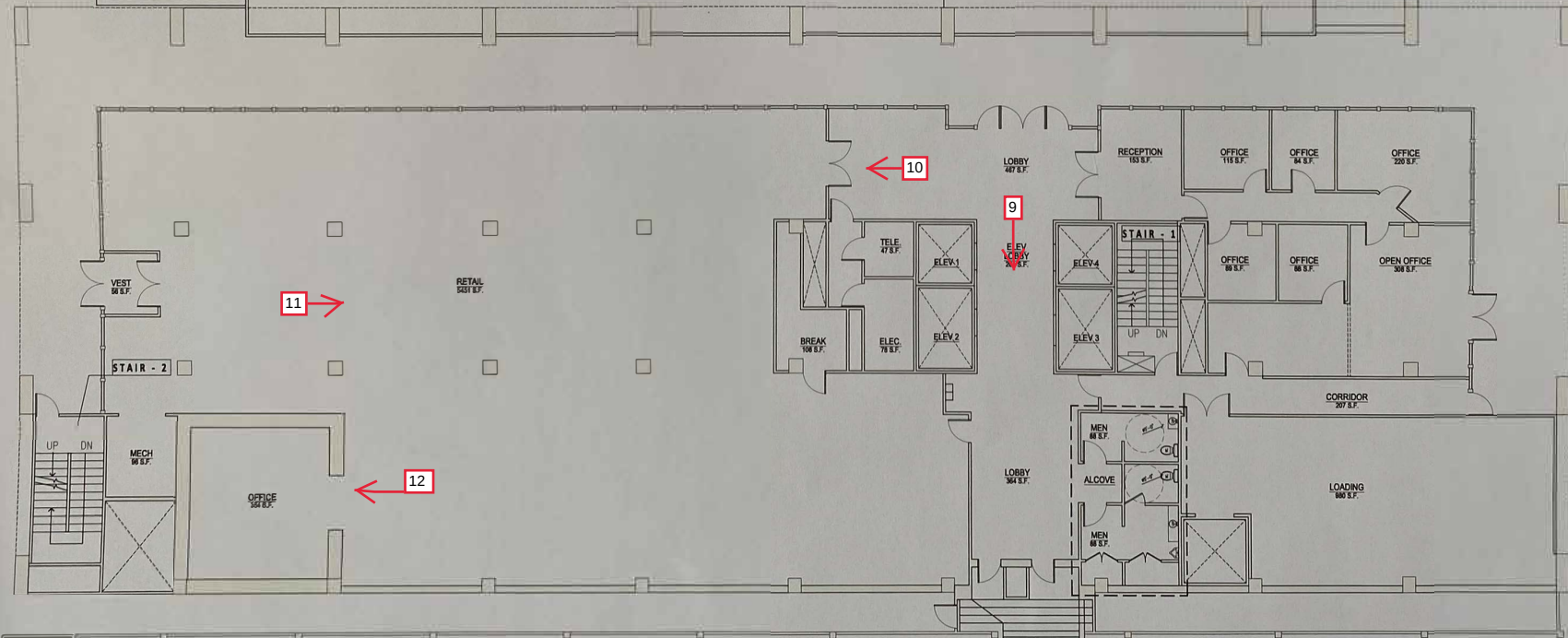


EAST HIGH AVENUE

SOUTH WREN STREET

SOUTH MAIN STREET

EXTERIOR
PLAZA
BELOW



EXISTING FIRST FLOOR PLAN

$\frac{1}{8}'' = 1'-0''$

$\frac{1}{8}'' = 1'-0''$



Plaza Nears Completion

Months of construction on the One Plaza Center building at the corner of S. Main and High streets is nearing an end with offices already set for occupancy and completion of the bank portion scheduled in the next couple of months. Office space arrangement has been left entirely to the tenant a spokesman for the One Plaza Center Inc., and the first tenants, Seidman and Seidman, have been in their offices (left) for the past few weeks. Above, the "plaza area" of the center still has some more work to be done, but the outline of the fountain is noticeable. Benches and trees are planned and small shops will be located under the sidewalk. A cafeteria is also in the works for the area above the "plaza area."

(Staff Photos by Mark Austin)



Clipped By:

admin5112

Thu, Jun 29, 2023



OVER-ALL LOOK AT THROG GATHERED FOR OPENING OF BANK PLAZA

Bank Plaza Opening Draws Huge Crowd

People in droves came, saw and milled around the First-Citizens Bank Plaza Monday as bank officials welcomed High Point residents to its new banking quarters at the corner of Main and High.

The festivities were a prelude to today's official first day of business in the new and modern structure reaching upwards eight floors.

The substreet-level plaza, the first floor banking offices and the seventh and eighth floors of the new building were thronged with area citizens of all ages from the

5:30 opening until sometime after the 8:30 official closing time. Entertainment offered included the music of a Dixieland band and there were several contests arranged in conjunction with the showing of the new building. Also several craftsmen gave demonstrations of hobbies and crafts. These included a blacksmith and a wood carver, and others.

Art exhibits were staged around the first-floor banking offices.

J. W. McGuinn, First-Citizens vice president and

(See BANK On 2B)



HELPING HAND WITH BALLOON

(Staff Photos by Sonny Hedgecock)

BANK

(FROM PAGE 1B)

city executive officer, said that there were an estimated 15,000 in attendance Monday night, and that Mrs. E. F. Proffitt of Lindsay Street was the winner of the big prize of \$959.30 given in connection with the opening.

McGuinn said today "We think High Point can have a viable downtown and we were pleased to see such a large number of High Point people willing to come downtown to see us. We also hope we can be a part of the revitalization of downtown High Point."

Other drawings winners were James Gibson of 1011 Lindsay St., Carmel E. Idol of Pinecroft, Greensboro; Grady E. Stout of 908 Chestnut Dr., Faye W. Gallimore of 1312 Guyer St. and Nell Pryor of 1101 Carter St. The winner of the children's drawing was Jonathan Odom of 200 Westridge Dr.

The winner of the "Flip-Back" contest was Vivian Bucannon, who managed to keep the paddle-ball toy in operation for slightly over six minutes. There were also three participants in this contest who managed to keep the ball going for five minutes or longer.













DOWPLACE
West.







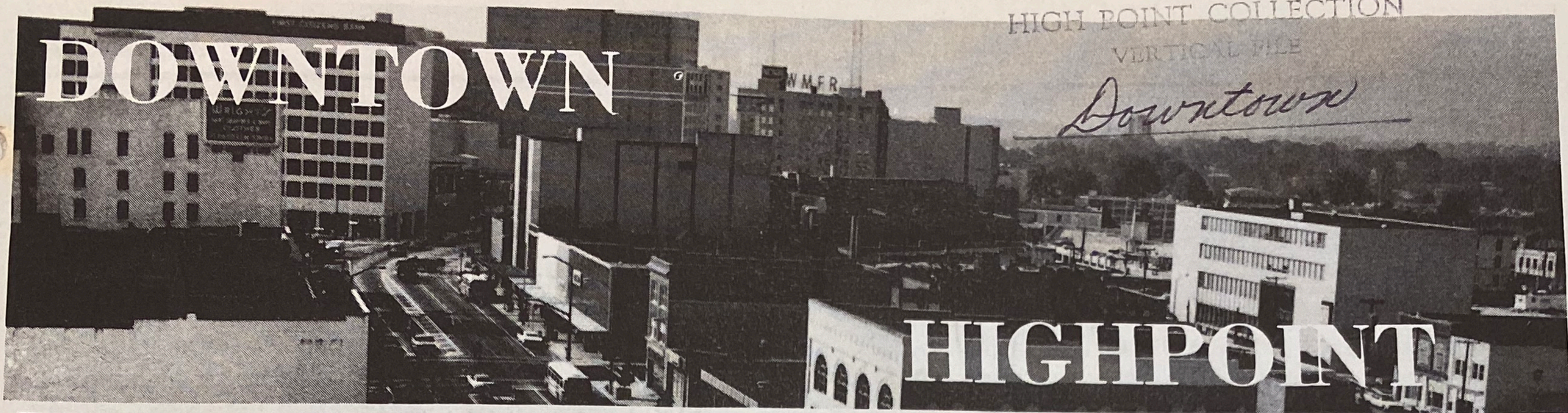
SHOWPLACE
West

	FIFTH FLOOR
	SIXTH FLOOR
	SEVENTH FLOOR
	EIGHTH FLOOR









Vol. 1 No. 1

High Point, N.C.

August 1978

Market Study Finds

STRONG RETAIL SALES DOWNTOWN

A market survey financed by the Economic Development Corporation has documented that many retail businesses in the downtown area are doing quite well.

Gladstone Associates, the economic consultants conducting the survey, report that while exact sales figures cannot be divulged, downtown retailers are showing significant sales increases over last year. Furthermore, after talking with several of the merchants, it seems that increases in sales are not found in isolated instances, but that the majority of the retailers interviewed are doing quite well.

--Randy King of Plants and Paraphernalia said, "Business has increased 40% from last year."

--Bobby Staley of R.G. Staley's said, "Since opening for business eighteen months ago, sales projections have been exceeded and we expect business to increase 30% in 1978. In one year, six new lines of merchandise have been added, including a ladies department."

--Larry Wilson of Wilson's Shoe Store said, "Speaking for myself, uptown High Point business has been very good. In fact, a store in the uptown area can do as well or better than a store in the mall because overhead costs are lower, operating hours are shorter, and the sales staff is smaller."

--Bobby Brooks of Sears and Roebuck said, "In '77 and '78, business has been just great."

[continued on p. 4]

ADD EXCITEMENT TO YOUR LUNCHEON...

... BROWNBAG IN THE PLAZA

A live band playing music. Pleasant outdoor atmosphere. A bubbling fountain. And your favorite homecooked dishes.

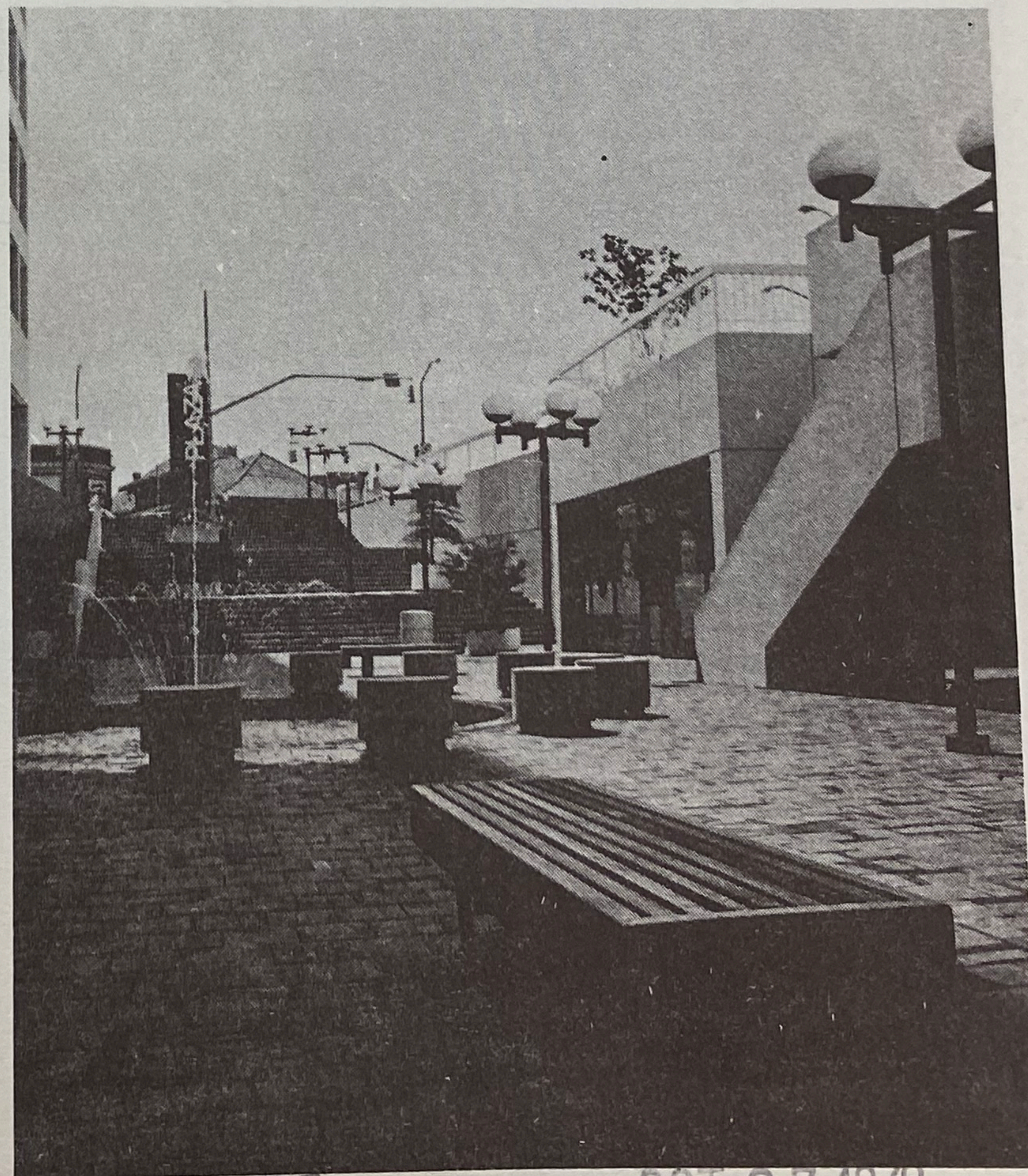
Sound like an ad for a good restaurant?

It isn't. It's the High Point Economic Development Corporation's first noontime **FESTIVAL-IN-THE-PLAZA**. Beginning Wednesday, August 9th, and continuing through September, there will be live entertainment in the First Citizens Bank Plaza from 12:00 p.m. to 1:00 p.m. You bring the bag lunch and we'll provide the entertainment.

The purpose of the **FESTIVAL-IN-THE-PLAZA** is quite simply to make downtown High Point a more exciting place to work and shop. So make plans now to join your family, friends and associates on Wednesdays at High Point's noontime **FESTIVAL-IN-THE-PLAZA**.

Appearing Aug. 9th in the **FESTIVAL-IN-THE-PLAZA** will be the High Point Municipal Band. Next Wednesday, Aug. 16th, a bluegrass band known as The Renegades will perform.

(In case of rain, **FESTIVAL** will be postponed until the following Wednesday.)



PROPERTY OF
HIGH POINT PUBLIC LIBRARY

OCT 23 1978

BROWN-BAGGING POPULAR IN HIGH POINT

Every Wednesday at 12 o'clock a steady stream of people move into the First Citizen's Plaza, brown lunch bag in hand, to attend High Point's FESTIVAL-IN-THE-PLAZA.

Thus far, each Wednesday has dawned bright and sunny while 200 to 300 secretaries, bankers, lawyers, businessmen and women, families, merchants and shoppers have spent lunch hours in the Plaza listening and watching the entertainment presented.

A wide variety of entertainment is presented in the weekly performances ranging from a bluegrass band to a concert band to a mime troupe. Performers are not paid, but receive excellent publicity each week from the local media.

Most people around town seem quite enthusiastic about the Festivals.

- Sears Snack Bar reports a significant increase in business from Festival-goers who prefer to buy a sandwich and carry it to the plaza.
- Staff members of the High Point Theatre, Susan Wimbish and Debbie Leonard, say they take turns each Wednesday coming to the Plaza.



The High Point Municipal Band brought 200 shoppers and workers to the FESTIVAL-IN-THE-PLAZA.

- Sherri Baker of Dunhill said "The variety of shows is really good. There is something for everyone. I try to go each week."
- David Wall of Jarrett's Stationery remarked "The weekly concerts are a good addition to the downtown business area. Some people make a special trip downtown just for this. It's a lot of fun and relaxation for everyone."
- Perry Keziah of Keziah, Gates and Samet stated, "I brought my whole family down to see last week's show and we had a little picnic lunch. I think the Festivals are delightful."

The FESTIVAL-IN-THE-PLAZA series is scheduled to continue through October.

Performances slated to appear in the month of September include:

- Parks and Paula, Folksingers
- The High Point Twirlers, Square Dancers
- Local High School Bands
- A Jazz/Blues Band

PROPERTY OF

HIGH POINT PUBLIC LIBRARY
HIGH POINT, NORTH CAROLINA



The sounds of blue grass by The Renegades had many feet tapping at the noontime concert.

high point core area study

visual analysis

working paper

CHP
R711.4
C581h

- The 126-128 North Main Building. The height, the gleaming white color, and the elegant and sophisticated proportions and ornamentation of the building make it a very striking point within the area. It is perhaps the most beautiful building in the primary commercial area, despite the very badly "modernized" ground floor, the billboard-type signs painted on its sides and the obtrusive roof lights for the signs.
- The Telephone Building. A striking building in itself, it is even more strongly emphasized by its location in a block in which the forms and design elements of almost all the buildings are repeated and strengthened in this dominant structure.
- The First Citizen's Building. The size, color, and bold, simple design of this building, combine with its highly visible location to make it an effective visual mid-point for the primary commercial area.



*An effective
visual mid-
point*

- The NCNB Building. The height of the building contrasts sharply with the structures to the north and across Main Street to the east. The design, fenestrations, ornamentation and strong vertical emphasis contrast with the massive furniture buildings to the south.

ONE PLAZA CENTER (SHOWPLACE WEST)

Guilford County Historic Landmark Designation



ONE PLAZA CENTER AERIAL PHOTOGRAPHY (FEB. 2024)



City Planning & Security/Habitat Resources/2024-11-01/One Plaza Center/One Plaza Center.aprx



E. High Ave Facade



S. Main St. Facade



S. Wrenn St. Facade



Original concrete and brick paving, stairs, multi-level plaza.



Concrete planters, metal handrails, and sign base



Ground-level entrance



Lobby Entrance



Lobby



Bank Vault



Upper Level View



Upper Level



Upper Level Elevators



AN ORDINANCE ADOPTED BY THE MAYOR AND THE HIGH POINT CITY COUNCIL
DESIGNATING ONE PLAZA CENTER (SHOWPLACE WEST) AS A HISTORIC LANDMARK

WHEREAS, all the prerequisites to the adoption of the ordinance, as prescribed in Chapter 160D, Article 9, Part 4 of the North Carolina General Statutes, have been met;

WHEREAS, the Guilford County Historic Preservation Commission has submitted a report, which is incorporated herein by reference, and recommended in a public hearing that the property described below be designated as an historic landmark;

WHEREAS, appropriate notice has been given of the public hearing as required by law;

WHEREAS, the Guilford County Historic Preservation Commission finds that the property described herein is of historical, architectural, educational, and/or cultural significance, and its preservation should be encouraged so as to safeguard the heritage of the City and County and to promote the use and conservation for the education, pleasure, and enrichment of the residents of the City and County.

NOW, THEREFORE, BE IT ORDAINED BY THE HIGH POINT MAYOR AND CITY COUNCIL:

Section 1. The Mayor and the High Point City Council accepts the findings of the Guilford County Historic Preservation Commission and adopts the recommendation of the Commission for the preservation of the subject property by the authority set forth in Chapter 160D, Article 9, Part 4 of the North Carolina General Statutes and local ordinance adopted pursuant thereto.

Section 2. The designation includes the following site features (concrete and brick paving and stairs, multi-level and sunken concrete plaza, concrete planters, simple, metal handrails, concrete planters and original monument sign base only, storefront openings on ground level), exterior building elements (concrete, load bearing walls and steel structure, precast concrete panels, aluminum curtain wall fenestration on first floor, and recessed windows on upper floors off front elevation, ground level concrete, trapezoid-shaped columns and inset first floor, recessed, steel frame, eight-light wire glass windows along

the rear elevation, windowless side elevations, high parapet and recessed penthouse), interior building elements (Mosler bank vault and door, concrete, load-bearing columns, wood paneling on the 8th floor, tile floor finish in the first floor and basement lobbies, Travertine wall panels in first floor and basement elevator lobbies, water fountains and US Mail slots on each floor, stairwells with exposed painted concrete block walls, concrete floors, and metal stairs, elevator shafts and cabs, including the doors and hardware within), and the entire 0.56-acre parcel at 101 S. Main Street and as described by Guilford County Parcel Identification Number 171404 and Guilford County Registry Deed Book 8140, page 2249 to 2257.

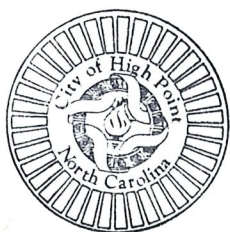
Section 3. A Guilford County Landmark Plaque shall be installed on the property, and such sign shall indicate that such property has been designated as an Historic Landmark. Details of the display of the plaque are to be approved by the Guilford County Historic Preservation Commission before installation.

Section 4. The procedures provided by law, including waiting periods, shall be observed prior to demolition, alteration or remodeling referred to as the Certificate of Appropriateness process or removal of the designation from the property.

Section 5. A certified copy of this ordinance is to be appropriately recorded with the Register of Deeds, the Tax Department, and Inspections Department in accordance with provisions of Chapter 160D, Article 9, Part 4 of the North Carolina General Statutes and the local ordinance adopted pursuant thereto.

Section 6. This ordinance shall be effective from and after its adoption.

Adopted by the City Council
City of High Point, North Carolina
The 16th day of December



By: Cyril Jefferson
Cyril Jefferson, Mayor

ATTEST:

Sandra R. Keeney
Sandra R. Keeney, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of an Appointment to the Board of Adjustment

FROM:
City Clerk's Office

MEETING DATE:
December 16, 2024

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Appointment - MAU, Rusty BOA

PURPOSE: To confirm the appointment of Rusty Mau as an Alternate Member to the Board of Adjustment.

BACKGROUND: Mayor Jefferson is recommending the appointment of Rusty Mau as an Alternate Member to the Board of Adjustment; term effective immediately and expiring on June 30, 2026.

BUDGET IMPACT: N/A

RECOMMENDED ACTION REQUESTED: City Council is requested to confirm the appointment of Rusty Mau as an Alternate Member to the Board of Adjustment; term effective immediately and expiring on June 30, 2026.

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Board of Adjustment Appointment	
FROM: City Clerk's Office	MEETING DATE: December 16, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Application	

PURPOSE: To confirm the appointment of Rusty Mau as an Alternate Member to the Board of Adjustment.

BACKGROUND: Mayor Jefferson is recommending the appointment of Rusty Mau as an Alternate Member to the Board of Adjustment; term effective immediately and expiring on June 30, 2026.

BUDGET IMPACT: N/A

RECOMMENDATION/ACTION REQUESTED: City Council is requested to confirm the appointment of Rusty Mau as an Alternate Member to the Board of Adjustment; term effective immediately and expiring on June 30, 2026.



Profile

Rusty

First Name

Mau

Last Name

rustymau@gmail.com

Email Address

4224 Oakton Dr

Street Address

Suite or Apt

High Point

City

NC

State

27265

Postal Code

Home: (828) 399-1097

Primary Phone

Alternate Phone

Reynolds American

Employer

Which Boards would you like to apply for?

Board of Adjustment: Submitted

Ward you reside in?

6

Interests & Experiences

Please list any work, volunteer, and/or educational experience that you would like us to consider in the review of your application.

My family moved to the area in November 2022 and I am hoping to volunteer on a City board or commission. We reside in Ward 6 (Skeet Club and Kendale) and are members of First United Methodist Church of High Point. We have two young children and hope to promote a vibrant community for them to grow up in. I spent 7 years working in local government finance, including 2 years as the Assistant Budget Director for Guilford County. While I no longer work in local government, I hope to deepen my involvement and give back to the City. I currently work as a Sr. Finance Manager for Reynolds American and have extensive experience in finance, budgeting, local government, and federal policy. In addition to 7 years in NC local government (Guilford County and Buncombe County governments), I previously worked as a legislative staffer on Capitol Hill for the NC-6 Congressional District (including parts of Guilford County). I would love to connect with anyone at the City to discuss opportunities further.

[Mau.Rusty - Resume -
October 2024.pdf](#)

Upload a Resume

Have you participated in Leadership High Point?

☐ Yes ☒ No

If yes, please list the year in which you participated in Leadership High Point:

Gender *

☒ Male

■ Profile

Analytical storyteller with 10+ years in finance and policy, from drafting federal laws to managing \$1 billion budgets. Skilled in turning complex data into actionable insights and leading strategic initiatives.

■ Employment

Reynolds American | Sr. Ops Finance Manager, Facilities & ESG | Feb. 2024 to Present
Primary finance business partner for Regional Engineering, including Facilities, Environmental Health & Safety, and Sustainability

- Lead the business case development for Operations Sustainability projects. Evaluated projects include an 8MW solar project and a 6-stage carbon-reduction effort
- Provide central oversight of hazardous waste disposal (\$6m). Developed per-unit disposal costs methodology and drove 30% annual savings
- Initiated & implemented Capex oversight to control & execute on CapEx spend, including \$100m strategic project

Guilford County, NC | Assistant Budget Director | March 2022 to February 2024

NC county government with 500k residents, \$1B annual OpEx budget and \$1B CapEx budget. Managed 5-person Budget Division (financial planning & analysis)

- Created an automated PowerBI system for monthly variance analysis, cash flow modeling, and board reporting, resulting in enhanced financial insights and contributed to AAA bond rating.

Buncombe County, NC | Sr. Budget & Management Analyst | June 2018 to March 2022

NC county government with 250k residents and \$500m annual budget. Leveraged PowerBI, SQL, & Adaptive Planning to lead performance management projects and financial planning & analysis

US House of Representatives | Legislative Assistant | May 2017 to June 2018

Formulated policy recommendations on legislative portfolio for Member of Congress (NC-06), including healthcare, financial services, and Committee on Oversight & Government Reform (OGR)

Bank of America | Quantitative Analyst | June 2015 to May 2017

Graduate-level analytics program with rotations in Consumer Banking & Enterprise Risk Management. Leveraged price elasticity models to optimize interest payments across \$600B deposits portfolio

■ Expertise

Technical Skills: PowerBI, SQL, PowerPivot Data Modeling, Financial Analysis, NC Certified Local Government Budget Officer, Workday Adaptive Planning, OpenGov Budget & Planning

Involvement: Economics Instructor (Adjunct), Volunteer Fire Department Board Member, Rescue Scuba Diver, Private Pilot Airplane Single Engine Land (PPASEL), YMCA Youth Basketball Coach

■ Education

Master of Economics & Bachelor of Science, Economics | NC State University

Park Scholarship Recipient. Student Body President & voting member of the NC State Board of Trustees. Appeared on CNN's *State of the Union* to discuss racial equity

Master of Science, Aeronautics | Embry-Riddle Aeronautical University

Concentrations: Aviation/Aerospace Management, Aviation Finance and Leasing. International Society of Transport Aircraft Trading (ISTAT) Certificate in Aviation Finance

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Reappointment to the High Point Housing Authority

FROM:
City Clerk's Office

MEETING DATE:
December 16, 2024

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. HPHA Reappointment Jah

PURPOSE: To confirm the reappointment of Dr. N' Tuma Jah to the High Point Housing Authority.

BACKGROUND: At the request of Angela G. Jiménez, Chief Executive Officer for the Housing Authority of the City of High Point, Mayor Jefferson is recommending the reappointment of Dr. N'Tuma Jah to the Housing Authority; term effective December 22, 2024, and expiring on December 22, 2029.

BUDGET IMPACT: N/A

RECOMMENDED ACTION REQUESTED: City Council is requested to confirm the reappointment of Dr. N'Tuma Jah to the High Point Housing Authority; term effective December 22, 2024, and expiring on December 22, 2029.

CITY OF HIGH POINT

AGENDA ITEM



TITLE: The Housing Authority of the City of High Point Commissioner Reappointment	
FROM: City Clerk's Office	MEETING DATE: December 16, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Letter of Recommendation	

PURPOSE: To confirm the reappointment of Dr. N' Tuma Jah to the Housing Authority of the City of High Point Board of Commissioners.

BACKGROUND: At the request of Angela G. Jiménez, Chief Executive Officer for the Housing Authority of the City of High Point, Mayor Jefferson is recommending the reappointment of Dr. N'Tuma Jah to the Board of Commissioners; term effective December 22, 2024, and expiring on December 22, 2029.

BUDGET IMPACT: N/A

RECOMMENDATION/ACTION REQUESTED: City Council is requested to confirm the reappointment of Dr. N'Tuma Jah to the Housing Authority of the City of High Point Board of Commissioners; term effective December 22, 2024, and expiring on December 22, 2029.



HOUSING AUTHORITY OF THE CITY OF HIGH POINT



December 10, 2024

Mayor Cyril Jefferson
City of High Point
P.O. Box 230
High Point, NC 27261

Ref: The Housing Authority of the City of High Point – Commissioner Reappointment

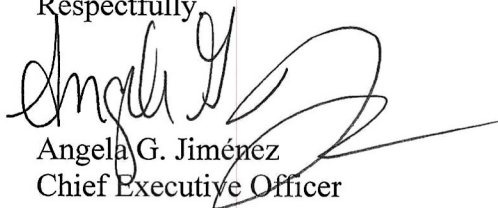
Dear Honorable Jefferson:

I am requesting the reappointment of the current Housing Authority of the City of High Point's (HPHA) Commissioner, Dr. N'Tuma Jah, whose current commission expires December 22, 2024.

The request is based on her experience, training and knowledge of the current critical and vital mission being undertaken by the HPHA. There has been a tremendous amount of training provided to the current Commissioner in an effort to effectively and efficiently meet the needs of the HPHA and the community at large.

Thank you in advance for considering my request to reappoint Dr. N'Tuma Jah on the HPHA Board of Commissioners.

Respectfully,



Angela G. Jiménez
Chief Executive Officer

“World Class Communities must do World Class Things” – Unknown

CITY OF HIGH POINT
AGENDA ITEM



TITLE: Closed Session- Personnel

FROM:

MEETING DATE:
December 16, 2024

PUBLIC HEARING:
No

ADVERTISED DATE/BY:

ATTACHMENTS:
None

PURPOSE:

BACKGROUND:

BUDGET IMPACT:

RECOMMENDED ACTION REQUESTED: