



City of High Point

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

Meeting Agenda

City Council

Cyril Jefferson, Mayor

Michael Holmes, Mayor Pro Tempore (Ward 6),

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

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

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

Monday, February 19, 2024

5:30 PM

Council Chambers

CALL TO ORDER, ROLL CALL, MOMENT OF SILENCE, AND PLEDGE OF ALLEGIANCE

ADOPT AGENDA

CONSENT AGENDA ITEMS

- C-1** [2024-050](#) Consideration of a Sole Source Contract to Precision Safe Sidewalks, LLC
City Council is requested to award a sole source contract to Precision Safe Sidewalks, LLC in the amount not to exceed \$131,318 for the removal, replacement, or alternative repair of City of High Point maintained sidewalks and authorize the appropriate City Official to execute all necessary documents. (Recommended by Finance Committee.)
Attachments: [Contract - Precision Safe Sidewalks](#)
- C-2** [2024-055](#) Consideration of a Grant Agreement through the North Carolina Department of Public Safety Disaster Relief and Recovery/Mitigation/Reliliency Directed Grant
City Council is requested to accept a grant award in the amount of \$1,500,000 for the Arnold Koonce City Lake Dam Project, approve a budget ordinance amendment, and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)
Attachments: [City Lake Grant](#)
- C-3** [2024-056](#) Consideration of a Task Order with CHA Consulting, Inc.
City Council is requested to approve a Task Order with CHA Consulting, Inc. in the amount of \$293,885 for professional engineering services and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)
Attachments: [CHA Consulting](#)
- C-4** [2024-057](#) Consideration of a Task Order with Black and Veatch International

Company

City Council is requested to approve a Task Order with Black and Veatch International in the amount of \$215,000 for professional engineering services to evaluate the Waterview sanitary sewer system and to authorize appropriate City Official(s) to execute all necessary documents.

(Recommended by Finance Committee.)

Attachments: [Task Order - Black and Veatch- Waterview LS](#)

- C-6** [2024-059](#) Consideration of a Budget Ordinance Amendment for Fleet Services
City Council is requested to approve a Budget Ordinance Amendment to transfer existing appropriations to the central services fund and appropriate higher than expected Fleet Services revenues for vehicles and other rolling stock purchases. (Recommended by Finance Committee.)

Attachments: [Fleet Services Adjustment - Budget Ordinance Amendment](#)

- C-7** [2024-060](#) Consideration of a Task Order with CPL, Inc.
Architecture/Engineering/Planning
City Council is requested to approve a Task Order with CPL, Inc. Architecture/Engineering/Planning in the amount not to exceed \$748,800 for design services related to the new Center for Active Adults and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

Attachments: [Agenda Item - CAA Design Contract CPL Feb 2024](#)

- C-8** [2024-062](#) Consideration of a Resolution Approving the Donation of Surplus Fire Equipment to Bethany Volunteer Fire Department
City Council is requested to declare the 1996 International Mini Pumper surplus property, approve a resolution to donate the surplus 1996 International Mini Pumper to Bethany Volunteer Fire Department, and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

Attachments: [Fire truck surplus property and donation to Bethany VFD](#)

- C-9** [2024-048](#) Proposed Human Relations Commission's 2024 Work Plan and Overview
City Council is requested to approve the Proposed Human Relations Commission's 2024 Work Plan. (Recommended by Prosperity, Livability & Safety Committee.)

Attachments: [Human Relations Work Plan and Overview](#)

- C-10** [2024-053](#) Consideration of Oak Hollow Festival Site Plan
City Council is requested to approve the Oak Hollow Festival Site Plan. (Recommended by Prosperity, Livability & Safety Committee.)

Attachments: [Festival Park Site Plan](#)

- C-11** [2024-051](#) Consideration of the City of High Point Fair Housing Ordinance
City Council is requested consider the Human Relations Commission's previous recommendation that the City of High Point "adopt a Fair Housing

Ordinance that is substantially equivalent to federal fair housing laws.”
Adopting this ordinance will require an amendment to the City of High Point’s Code of Ordinance amending Sec 4.3.1, Article A, Chapter 3, Title 4. (Recommended by Prosperity, Livability & Safety Committee.)

Attachments: [Proposed Fair Housing Ordinance](#)

C-12 [2024-067](#)

Consideration of Approval of Minutes

City Council is requested to approve the following minutes:

Finance Committee Minutes - February 1, 2024, at 4:00 p.m.

Special Meeting of the High Point City Council Minutes - February 5, 2024, at 3:30 p.m.

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

Attachments: [Approval of Minutes](#)

GENERAL BUSINESS AGENDA

G-1 [2024-061](#)

Consideration to Introduce Series 2024 General Obligation Streets and Sidewalk Bonds

1. City Council is requested to approve the attached “A Resolution of the City Council of the City of High Point, North Carolina Making Certain Statements of Fact Concerning Proposed Bond Issue and Calling a Public Hearing”

2. City Council is requested to introduce the attached “Bond Order Authorizing the Issuance of Not to Exceed \$5,425,000 General Obligation Streets and Sidewalks Bonds of the City of High Point, North Carolina”

Attachments: [Intro of Bond Order - High Point 2024 Two-Thirds \(2 3\) GO Bonds](#)

G-2 [2024-046](#)

Public Hearing - Double Play Properties, LLC, Annexation Case 23-04

A request by Double Plan Properties, LLC, to consider a voluntary contiguous annexation of an approximate 0.32 acre parcel (806 Pinecroft Street). The proposed annexation site is located along the west side of Pinecroft Street, approximately 120 feet south of Lawndale Avenue, and is also known as Guilford County Tax Parcel 155267

Attachments: [Staff Report AN-23-04.pdf](#)

G-3 [2024-063](#)

Consideration of the Reappointment of Julian Weathers o the Guilford County/City Insurance Advisory Committee

City Council is requested to confirm the reappointment of Julian Weathers to the Guilford County/City Insurance Advisory Committee. Term will be effective immediately and expire on December 21, 2026.

Attachments: [Reappointment - Julian Weathers Guilford County City Insurance Advisory Com](#)

G-4 [2024-064](#)

Consideration of Revisions to the Boards/Commissions Liaison Members

City Council is requested to confirm the appointment of Council Member Amanda Cook to the Guilford County Homelessness Task Force. Upon

appointment of Council Member Cook, the following Elected Officials will be Liaisons for the Guilford County Homelessness Task Force:

1. Mayor Jefferson
2. Mayor Pro Tempore Holmes
3. Council Member Amanda Cook

Attachments: [Revisions to the Boards and Commission Liaison Members](#)

ADJOURNMENT



City of High Point

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

Master

File Number: 2024-050

File ID: 2024-050

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 02/05/2024

File Name:

Final Action:

Title: Consideration of a Sole Source Contract to Precision Safe Sidewalks, LLC
City Council is requested to award a sole source contract to Precision Safe Sidewalks, LLC in the amount not to exceed \$131,318 for the removal, replacement, or alternative repair of City of High Point maintained sidewalks and authorize the appropriate City Official to execute all necessary documents. (Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Contract - Precision Safe Sidewalks

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: tammie.dodd@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	02/15/2024	Committee Recommended Approval	City Council	02/19/2024		

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Sidewalk Trip & Fall Hazard Repair Contract – Precision Safe Sidewalks	
FROM: Public Services Department	MEETING DATE: February 19, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Sole Source Justification Form Sole Source Letter – Precision Safe Sidewalks	

PURPOSE: The City budgets on an annual basis for the removal, replacement, or alternative repair of City of High Point maintained sidewalks. Multiple locations of sidewalks were identified to be repaired within the Central Business District (CBD). This item addresses phase 3 repairs for remaining identified trip hazards through a sole source repair method by Precision Safe Sidewalks.

BACKGROUND: In January 2021, a study identified 3,152 sidewalk trips and fall hazards within the CBD. Phase I addressed the hazards identified as most severe eliminating 1,844 hazards. Phase II addressed the remaining severe and most severe eliminating another 931 identified hazards. This final phase will address approximately 1,300 remaining trip and fall hazards within the CBD. The non-intrusive repair method consists of grinding sidewalk and curbing trip hazards to bring into ADA compliance. Precision Safe Sidewalks possesses patented technology to perform this work. This technology is less intrusive than digging and replacing, is much faster, less expense, and with less dust and cleanup.

Note: this does not address panels that require full remove and replacement.

BUDGET IMPACT: Funding is available in the FY 2023-2024 budget.

RECOMMENDATION/ACTION REQUESTED: The Public Services Department recommends approval of the contract and asks for the Council to award the sole source repair to Precision Safe Sidewalks, LLC in the amount not to exceed \$131,318.

Trip Hazard Example



Trip Hazard Repair Example



Financial Services

Purchasing Division



Requisition #

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

Vendor:

Precision Safe Sidewalks

Item(s):

Sidewalk Trip Hazard Removal Proposal

Justification:

The City budgets on an annual basis for the removal, replacement or alternative repair methods for City maintained sidewalks. Based on identified needs and available funding, multiple locations within the CBD and Social District have been identified for needing repairs. Precision Safe Sidewalks possess the technology to use a less intrusive repair method versus digging and replacing portions of sidewalks.

Estimated expenditure for the above item(s):

\$131,318

Accounting Unit and Account(s):

101721-527304

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: 2024.01.25 10:11:35 -05'00'

Department/Division

Public Services - Streets Division

Date

1-25-2024

APPROVAL PROCESS

Purchasing Manager

Financial Services Director

City Council (\$30,000 – Up)



January 1, 2023

License Number: PCCVA2008A

To Whom it May Concern:

Due to the nature of our business, and in responding to competitive bids, frequently we have been asked to provide a letter stating that our technology relies upon patents that have been issued by the US Patent and Trademark office. These patents enable us and our branch offices to provide the best available trip and fall hazard removal service to our clients.

Precision Safe Sidewalks, LLC is licensed in the states of Pennsylvania, New York, Washington DC, Virginia, West Virginia, and North Carolina to use the patented equipment and method for removing sidewalk trip hazards as described by the following patent numbers:

U.S. Pat. No. 7,143,760

U.S. Pat. No. 6,827,074

U.S. Pat. No. 7,000,606

U.S. Pat. No. 6,896,604

U.S. Pat. No. 7,201,644

U.S. Pat. No. 7,402,095

U.S. Pat. No. 9,759,559

Precision Safe Sidewalks LLC is a licensed provider for this service. If you have any questions or comments, please feel free to give me a call.

Regards,

Aaron Ollivier, CEO
Precision Concrete Cutting
3191 N. Canyon Rd
Provo, Utah 84604
(801) 373-6060

Tom Szold, President
Precision Safe Sidewalks, LLC.
2200 Wilson Boulevard
Suite 102, #251
Arlington, VA 22201

CITY OF HIGH POINT

SIDEWALK TRIP HAZARD REMOVAL SURVEY AND PROPOSAL



October 31, 2023
© 2023 Precision Safe Sidewalks, LLC.

Presented to: Justin Gray, Public Works Manager
Submitted by: Casey Penland, Business Development Manager
M: (336) 870-5602 | c.penland@precisionsafesidewalks.com



ESTIMATE: This estimate has been prepared for:

CITY OF HIGH POINT TRIP & FALL HAZARD REMOVAL

Justin Gray, Public Works Manager
High Point, NC
336-883-3455 | justin.gray@highpointnc.gov

EXECUTIVE SUMMARY:

Using the information provided by Justin Gray for the City of High Point, Precision Safe Sidewalks conducted a risk assessment in a project area to identify sidewalk hazards that create trip-and-fall liabilities. Our assessment, conducted using the specifications of the Americans with Disabilities Act (ADA), revealed 1,308 trip-and-fall hazards as shown in Table 1 below:

TABLE 1: MILEAGE			
LOCATION	Estimated Sidewalk Miles	Total Hazards	Ave Hazard Occurrence (Feet)
DOWNTOWN DISTRICT	14.4	1,308	58
*** Average Hazard Occurrence = 58 Feet ***			

We observed that the overall sidewalk infrastructure in the assessed area is in generally good structural condition and is an ideal application for our precision-concrete-cutting repair method. Precision Safe Sidewalks proposes to remove all **1,308 sidewalk trip-and-fall hazards and restore 171 linear feet of curb hazards at points of egress** in the assessed areas, meeting the customer's requirements, for **\$131,318** (Sidewalks \$127,043 + Curbs \$4,275). We have also provided the option to select a subset of the hazards for repair by CLASS and AREA.

Should you request all hazards be repaired, Precision Safe Sidewalks can complete the work in as few as **14** workdays with 3 technicians. While the sidewalk restoration project is underway, we will:

- ✓ keep the sidewalks in service
- ✓ require no heavy equipment or traffic control
- ✓ remove all debris and recycle the concrete waste materials
- ✓ leave the repaired areas clean and free of trip-and-fall hazards.

Please note that our assessment also identified approximately **8,891 square feet** that cannot be repaired, shown in Exhibit C. The hazards shown in Exhibit C require demolition and replacement (D&R), which our company does not provide.



ESTIMATE & PROPOSAL
CITY OF HIGH POINT
PROPOSAL NUMBER PSS CP23-270-02R

Precision Safe Sidewalks, LLC.
Raleigh NC | Charlotte NC
Mechanicsville VA | Charleston WV
Washington DC | Albany NY | Western PA
Office/Fax: (800) 734-8891
www.precisionsafesidewalks.com

ESTIMATED SAVINGS SUMMARY:

We estimate our innovative, patented, precision-concrete-cutting method will save the City of High Point more than **\$454,387** on this project versus traditional D&R methods.

We would be happy to discuss any aspect of this proposal and look forward to working with the City of High Point to enhance its sidewalk ADA compliance program, reduce liability for trip-and-fall incidents, and improve the safety and walkability of public walkways.

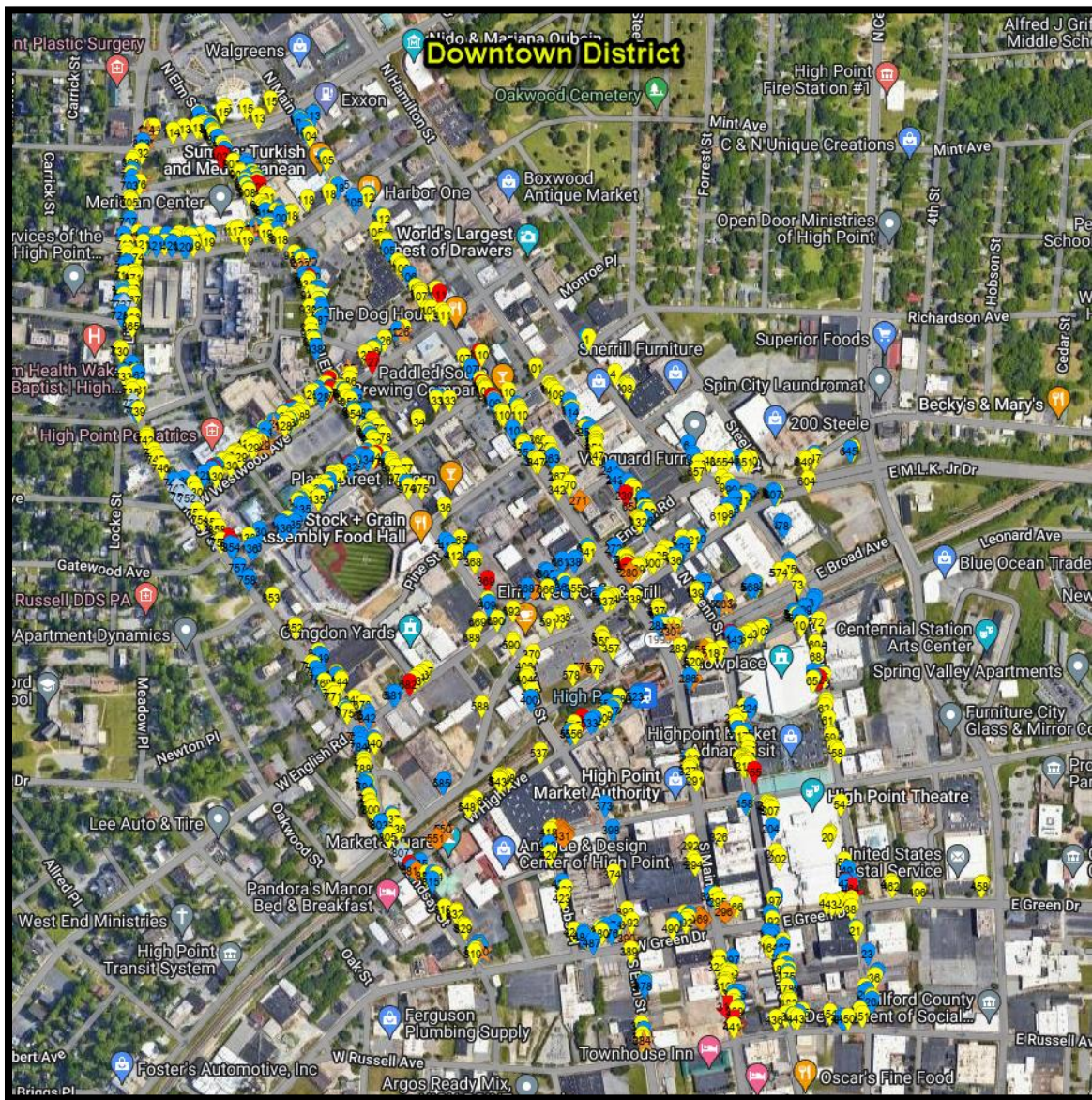
At the City of High Point's request, Precision Safe Sidewalks, LLC. will evaluate additional or alternate locations where our repair services can help stretch funds for sidewalk repairs.

RISK MANAGEMENT:

Vertical Height Displacements (VHDs) with a differential between panels exceeding $\frac{1}{4}$ " are considered accessibility barriers, pose a risk of trip-and-fall incidents, and are non-compliant with the Americans with Disabilities Act Accessibility Guidelines (ADAAG). It is important to note that all VHDs present a potential hazard to both individuals with disabilities and those without, and can lead to accessibility barriers and trip-and-fall incidents. Our organization offers a classification system for trip-and-fall hazards based on height differentials, which can provide options for those with limited budgets.

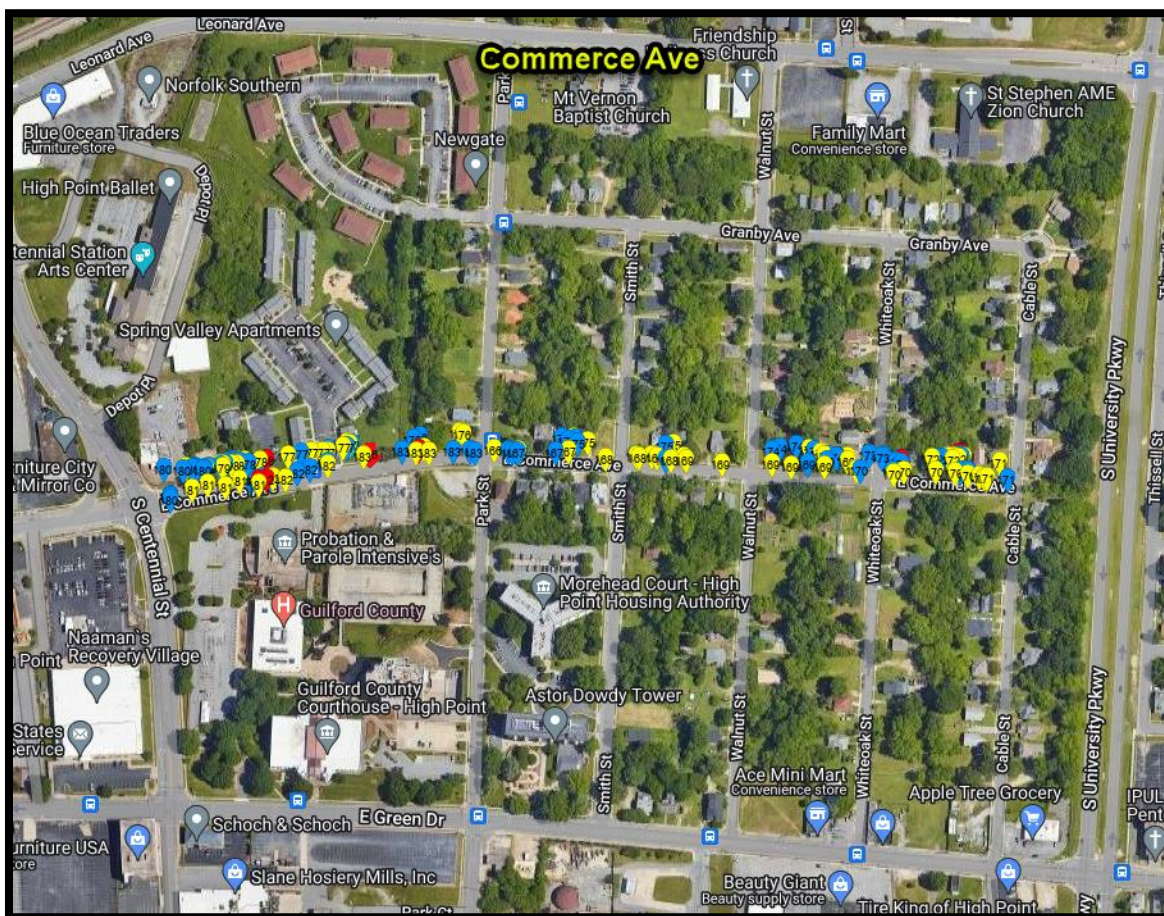
It is worth noting that the risk of a trip-and-fall incident is generally equal for all identified hazards that require repair using our precision concrete cutting process. **Interestingly, customers have informed us that VHDs with a $\frac{1}{2}$ " differential actually result in more incidents than larger VHDs, likely due to the fact that individuals have difficulty perceiving the differential, leading to a higher rate of trip-and-fall incidents.**

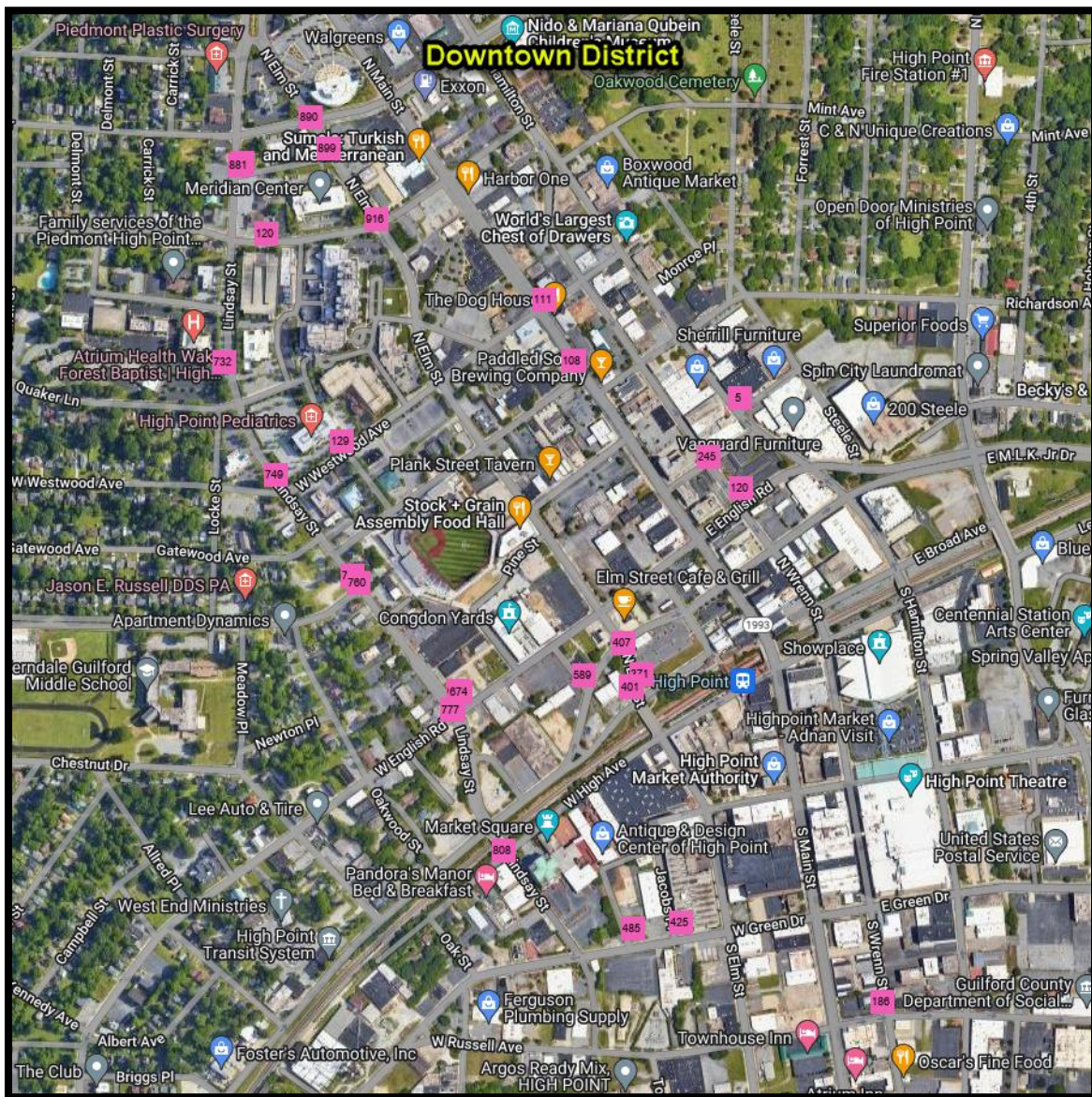
**RISK ASSESSMENT HAZARD LOCATIONS
CITY OF HIGH POINT
HIGH POINT, NC**



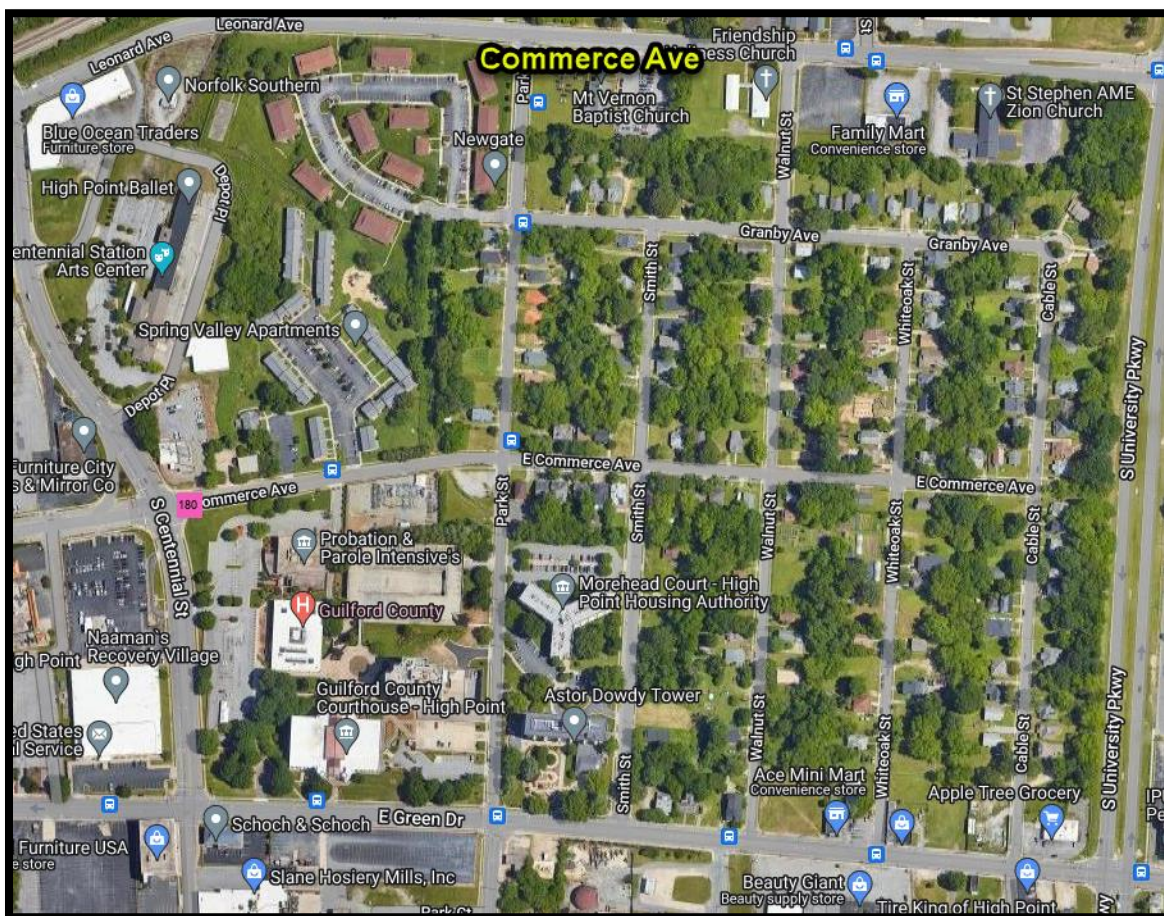
RED – VHD (1" to 2.5") BLUE – VHD (½" to 1") YELLOW – VHD (¼" to ½")

ORANGE DIAMOND – Concrete 2 Brick ORANGE STAR – Catch Basin BLUE DIAMOND – SW2C





PINK SQUARE – Curb



METHODOLOGY – PREPARING THIS ESTIMATE:

1. A census was conducted of all hazards; the hazards were then grouped into three CLASSES and 21 AREAS:

CLASSES & SPECIFICATIONS

VHD (1" to 2.5")

VHD (½" to 1")

VHD (¼" to ½")

2. An estimate of inch feet for each CLASS was prepared based on a slope of 1:8 for up to ½" and 1:12 for ½" to 2.5".
3. A fixed bid was prepared giving the flexibility to choose to repair hazards by CLASS, AREA or all hazards in the proposal.
4. This project is subject to progress billing.

PRICING **OPTION 1:** REPAIR SELECTED HAZARDS BY CLASS or AREA

TABLE 2: SIDEWALK TRIP & FALL HAZARDS			
LOCATION	CLASS	HAZARDS	PRICE
HAMILTON ST	VHD (¼" to ½")	43	\$3,302
	VHD (½" to 1")	27	\$4,521
	VHD (1" to 2.5")	2	\$510
	SUBTOTAL	72	\$8,333
WREN ST	VHD (¼" to ½")	81	\$5,889
	VHD (½" to 1")	43	\$6,574
	VHD (1" to 2.5")	4	\$910
	SUBTOTAL	128	\$13,373
N MAIN ST	VHD (¼" to ½")	100	\$7,592
	VHD (½" to 1")	35	\$5,377
	VHD (1" to 2.5")	10	\$2,148
	SUBTOTAL	145	\$15,116
HAYDEN PL	VHD (¼" to ½")	5	\$377
	VHD (½" to 1")	2	\$342
	VHD (1" to 2.5")	0	\$0
	SUBTOTAL	7	\$719

<i>(Continued)</i>			
LOCATION	CLASS	HAZARDS	PRICE
SOUTH ELM ST	VHD (¼" to ½")	22	\$1,914
	VHD (½" to 1")	13	\$2,213
	VHD (1" to 2.5")	1	\$291
	SUBTOTAL	36	\$4,419
JACOBS PL	VHD (¼" to ½")	13	\$897
	VHD (½" to 1")	3	\$440
	VHD (1" to 2.5")	0	\$0
	SUBTOTAL	16	\$1,337
RUSSELL AVE	VHD (¼" to ½")	9	\$533
	VHD (½" to 1")	7	\$929
	VHD (1" to 2.5")	0	\$0
	SUBTOTAL	16	\$1,462
GREEN DR	VHD (¼" to ½")	20	\$1,482
	VHD (½" to 1")	10	\$2,517
	VHD (1" to 2.5")	0	\$0
	SUBTOTAL	30	\$3,999
HIGH AVE	VHD (¼" to ½")	37	\$2,938
	VHD (½" to 1")	18	\$2,371
	VHD (1" to 2.5")	1	\$291
	SUBTOTAL	56	\$5,600
BROAD AVE	VHD (¼" to ½")	7	\$572
	VHD (½" to 1")	8	\$1,075
	VHD (1" to 2.5")	0	\$0
	SUBTOTAL	15	\$1,647
WEST BROAD AVE	VHD (¼" to ½")	4	\$221
	VHD (½" to 1")	0	\$0
	VHD (1" to 2.5")	0	\$0
	SUBTOTAL	4	\$221
MARTIN LUTHER KING JR	VHD (¼" to ½")	29	\$2,171
	VHD (½" to 1")	15	\$2,786
	VHD (1" to 2.5")	0	\$0
	SUBTOTAL	44	\$4,957
ENGLISH RD	VHD (¼" to ½")	28	\$1,937
	VHD (½" to 1")	18	\$2,224
	VHD (1" to 2.5")	3	\$510
	SUBTOTAL	49	\$4,671
LINDSAY	VHD (¼" to ½")	89	\$5,876
	VHD (½" to 1")	77	\$9,312
	VHD (1" to 2.5")	5	\$837
	SUBTOTAL	171	\$16,025

<i>(Continued)</i>			
LOCATION	CLASS	HAZARDS	PRICE
NORTH ELM ST	VHD (¼" to ½")	75	\$4,459
	VHD (½" to 1")	61	\$7,650
	VHD (1" to 2.5")	10	\$1,856
	SUBTOTAL	146	\$13,965
SUNSET DR	VHD (¼" to ½")	18	\$1,209
	VHD (½" to 1")	5	\$587
	VHD (1" to 2.5")	0	\$0
	SUBTOTAL	23	\$1,796
RAY AVE	VHD (¼" to ½")	34	\$2,106
	VHD (½" to 1")	24	\$3,275
	VHD (1" to 2.5")	0	\$0
	SUBTOTAL	58	\$5,381
WESTWOOD AVE	VHD (¼" to ½")	46	\$2,704
	VHD (½" to 1")	25	\$2,713
	VHD (1" to 2.5")	7	\$1,310
	SUBTOTAL	78	\$6,727
GLENWOOD AVE	VHD (¼" to ½")	25	\$1,729
	VHD (½" to 1")	27	\$3,910
	VHD (1" to 2.5")	4	\$874
	SUBTOTAL	56	\$6,513
CHURCH AVE	VHD (¼" to ½")	2	\$143
	VHD (½" to 1")	0	\$0
	VHD (1" to 2.5")	0	\$0
	SUBTOTAL	2	\$143
COMMERCE AVE	VHD (¼" to ½")	70	\$4,342
	VHD (½" to 1")	78	\$9,923
	VHD (1" to 2.5")	8	\$1,456
	SUBTOTAL	156	\$15,721
TOTAL	VHD (¼" to ½")	757	\$52,393
	VHD (½" to 1")	496	\$68,739
	VHD (1" to 2.5")	55	\$10,993
	TOTAL	1,308	

You can choose any or all cells for repair in this option. For example, if you choose to repair all the VHD (1" to 2.5") hazards, the price is \$10,993. If you wanted to repair all trip-and-fall hazards on N MAIN ST, the price is \$15,116. The options to make sidewalk repairs at a slope of 1:10 or 1:12 are available for any pricing option.

There are also curb hazards at points of egress adjacent to the curbside sidewalk hazard portion of this assessment. The additional price to restore these curb hazards at points of egress is \$4,275. Hazard example pictures are found in Exhibit A along with sample restoration pictures in Exhibit B.

TABLE 2.5: CURB HAZARDS		
LOCATION	LINEAR FEET	PRICE
HAMILTON ST	6	\$150
WREN ST	17	\$425
N MAIN ST	18	\$450
SOUTH ELM ST	35	\$875
JACOBS PL	4	\$100
GREEN DR	4	\$100
MARTIN LUTHER KING JR	3	\$75
ENGLISH RD	13	\$325
LINDSAY	36	\$900
NORTH ELM ST	15	\$375
RAY AVE	7	\$175
WESTWOOD AVE	8	\$200
COMMERCE AVE	5	\$125
TOTAL	171	\$4,275

PRICING OPTION 2: REPAIR ALL HAZARDS

Precision Safe Sidewalks will remove **all identified sidewalk and curb hazards in the assessed area** from ¼" to 2½" for a **fixed price of \$131,318** (Sidewalks \$127,043 + Curbs \$4,275).



SCOPE OF WORK:

The scope of work includes identifying, measuring, recording, marking, and repairing the sidewalk hazards noted in our census at a slope of 1:8 for up to ½" and 1:12 for ½" to 2.5" (handicap ramps at 1:12), and removing approximately 1,601 lbs. of concrete debris from the area. Typically, we recycle this debris.

AVERAGE PRICE PER SQUARE FOOT: \$3.30

There are 38,534 total square feet in the project area. Precision Safe Sidewalks' average price per square foot for the total project is \$3.30. While Precision Safe Sidewalks does not conduct Demolish & Replacement – (D&R) work, we can estimate that it would cost approximately \$15.00 per square foot for the City of High Point to demolish and replace the project area using a third party. Estimated D&R costs for the City of High Point would include:

- Cost of concrete – \$100 per cubic yard
- Underground scanning for lines, wires, utilities
- Tree and root removal
- Hydro excavation to remove soil with pressurized water near underground utilities
- Labor and Break up to remove existing concrete
- Labor to Pour, Form, Level, Finish, Float & Cut control joints.
- Fuel for multiple site visits to repair or break-up, remove, pour, remove forms, and restore adjacent items
- Equipment such as a backhoe, vehicle to transport backhoe, utility vehicle, and dump truck to remove debris
- Miscellaneous materials to prepare concrete
- Landscape repair

TABLE 3: COST PER SQUARE FOOT
\$3.30

ESTIMATED SAVINGS: \$454,387

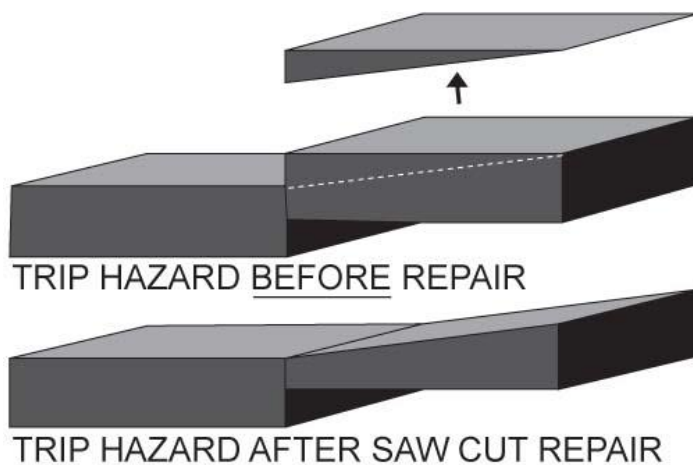
If all the panels were demolished and replaced by a third party at a replacement cost of \$15.00 per square foot, we estimate the City of High Point will save more than \$454,387 by using Precision Safe Sidewalks patented repair process.

REPAIR SCHEDULE & DURATION: 14 – 18 Days

When scheduled, we estimate the repairs for all hazards on the property will require 14 to 18 workdays with the note that wet weather days will delay our operations. We will remove small sections (10' to 15') of sidewalk from service for periods that range from 3 minutes to 45 minutes and will control all traffic around these areas while they are being repaired. No assistance will be required from the City of High Point, although we welcome site visits, evaluations, or inspections at your convenience at any time.

REPAIR SPECIFICATIONS:

1. Three measurements will be taken of every hazard:
 - Height¹ – the highest point of the hazard
 - Height² – the lowest point of the hazard
 - Length
 - Full Address Location
2. Hazards will be removed from the full length of the panel (full edge-to-edge repair);
3. Sidewalks will be repaired at a slope of 1:8 for up to ½" and 1:12 for ½" to 2.5"
4. Handicap ramps or special areas will be repaired at a slope of 1:12. Debris from repaired areas will be collected and removed
5. A dust abatement system will be used during all repair operations
6. The repaired area will be smooth and uniform with a coefficient of friction exceeding OSHA requirements for public walkways
7. A detailed, auditable invoice will be presented for every repair.



WARRANTY:

Precision Safe Sidewalks, LLC. guarantees its work as follows:

1. All trip and fall hazard repairs will have a zero point of differential in height with the adjacent panel.
2. Repairs will affect only the panel causing the hazard; adjacent panels or immovable objects will be unaffected.
3. The slope of all repairs will be at your specification. For this estimate, we have assumed a repair slope of 1:8 for up to ½" and 1:12 for ½" to 2.5".
4. The repaired surface will exceed OSHA requirements for friction on public walkways.



ESTIMATE & PROPOSAL
CITY OF HIGH POINT
PROPOSAL NUMBER PSS CP23-270-02R

Precision Safe Sidewalks, LLC.
Raleigh NC | Charlotte NC
Mechanicsville VA | Charleston WV
Washington DC | Albany NY | Western PA
Office/Fax: (800) 734-8891
www.precisionsafesidewalks.com

SAFETY:

Precision Safe Sidewalks, LLC. has an impeccable safety record: we use OSHA-approved equipment, certify all employees who work directly in trip and fall hazard repair, and utilize outstanding safety practices for both employees and the public who may be using the walkways we are repairing. We have worked in dense urban, high-pedestrian-traffic areas and universities, as well as residential neighborhoods and historic districts to complete projects without incident. Our clients often receive unsolicited compliments for the work we have performed for them.

INSURANCE and INCORPORATION:

Precision Safe Sidewalks, LLC, is a corporation registered in the state of South Carolina with Certificates of Authority to operate in North Carolina, Virginia, West Virginia, Pennsylvania, New York, and the District of Columbia. We serve the entire states of North Carolina, Virginia, West Virginia, and the District of Columbia. Proof of liability, workers compensation, and auto insurance will be provided as requested.

SOLE SOURCE:

Due to the nature of our business, and in lieu of the competitive bidding process, frequently we have been asked to provide documentation that our technology relies upon patents that have been issued by the U.S. Patent and Trademark office. These patents enable us to provide the best available trip-and-fall hazard removal service to our clients.

Within the states of North Carolina, Virginia, West Virginia, Pennsylvania, New York, and the District of Columbia, Precision Safe Sidewalks, LLC, is the sole company authorized to use the patented equipment and method for removing sidewalk trip-and-fall hazards as described in the following patent numbers:

U.S. Pat. No. 6,827,074
U.S. Pat. No. 7,000,606
U.S. Pat. No. 7,143,760
U.S. Pat. No. 6,896,604
U.S. Pat. No. 7,201,644
U.S. Pat. No. 7,402,095
U.S. Pat. No. 9,759,559

Generally, these patents apply to the cutting equipment, cutting method, and dust abatement system used by Precision Safe Sidewalks, LLC. A sole source letter is available upon request.

US GREEN BUILDING COUNCIL MEMBER

As a member of the Green Building Council, we track savings from the use of our service, which is a green building practice. For this project, we estimate savings will include:



The U.S. Green Building Council (USGBC) is a 501(c)(3) nonprofit membership organization with a vision of a sustainable built environment within a generation. Its membership includes corporations, builders, universities, government agencies, and other nonprofit organizations. USGBC is dedicated to expanding green building practices and education and its LEED® (Leadership in Energy and Environmental Design) Green Building Rating System™.

GREEN PARAMETERS:

Estimated Natural Resources Saved:

- between 848 and 899 tons of waste concrete from removal and landfills (12,845 cubic feet of concrete at an average weight of 132 to 140 lbs. per cubic foot)
- approximately same amount of materials and resources to replace the concrete that was removed

Estimated Fossil Fuels Saved: 1,361 gallons

- hauling equipment to and from the site to remove sidewalks
- operating backhoe equipment to break up and remove concrete
- round trip transportation of 848 to 899 tons of debris to the landfill
- round trip transportation of new materials to replace the removed sidewalks

Estimated Greenhouse Gas Emissions Avoided: 126.5 Metric Tons CO₂

Our clients often wonder what reducing carbon dioxide (CO₂) emissions from repairing sidewalks means in everyday terms – instead of demolishing and replacing them. We have taken the parameters from your project and used the Greenhouse Gas Equivalencies Calculator (provided by the US Environmental Protection Agency) to help us understand just that. For this project, an estimated 126.5 *Metric Tons of CO₂ – Carbon Dioxide or CO₂ equivalent gases will not be produced*: This is the result of repairing the trip-and-fall hazards on sidewalks versus demolishing the sidewalk panels and sending them to the landfill.

PICTURES & SPECIAL CASES:

Pictures of VHD (1" to 2.5") and VHD (½" to 1") hazard examples and Special Cases in the project area are included in Exhibit A.

Some sidewalk panels were cracked but serviceable – if the hazard around the crack was repaired; if a panel had 2 or more cracks, no repair work was estimated. Generally, if a panel had one or two cracks and was serviceable, repairs were estimated and included in the totals above. These numbers are small and not significant.

There are approximately 8,891 square feet of sidewalk that will require D&R, which we do not provide. Information about these hazards PSS cannot repair is shown in Exhibit C.

There are also curb trip-and-fall hazards created by sunken sidewalk panels at points of egress. Precision Safe Sidewalks, LLC, can repair these curbs using its precision concrete cutting process. Completed curb repairs will be finished with a beveled edge similar to examples included in Exhibit B.

UNREPAIRABLE HAZARDS:

A small percentage of trip-and-fall hazards cannot be repaired using our process. If requested in advance, PSS can provide information to the customer about where those hazards are located.

CONFIDENTIALITY:

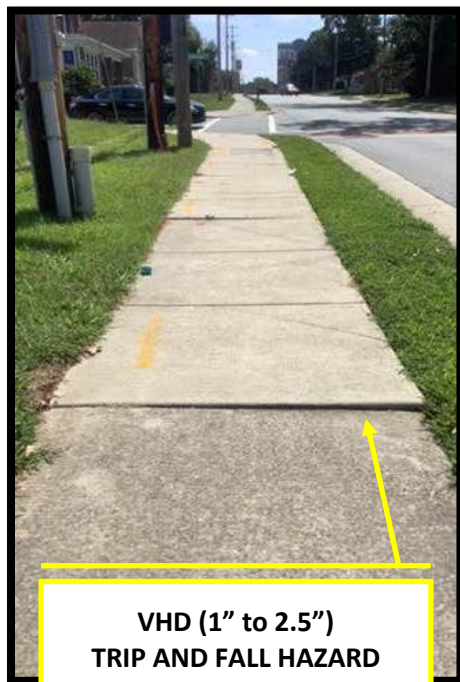
This copyrighted material is presented by Precision Safe Sidewalks, LLC. to the City of High Point for the purpose of evaluating an offer to provide trip-and-fall hazard removal services. These literary, graphic, and pictorial works may not be reproduced or retransmitted in any form and the information presented in this proposal may not be disseminated without express written consent.

PROJECT INITIATION:

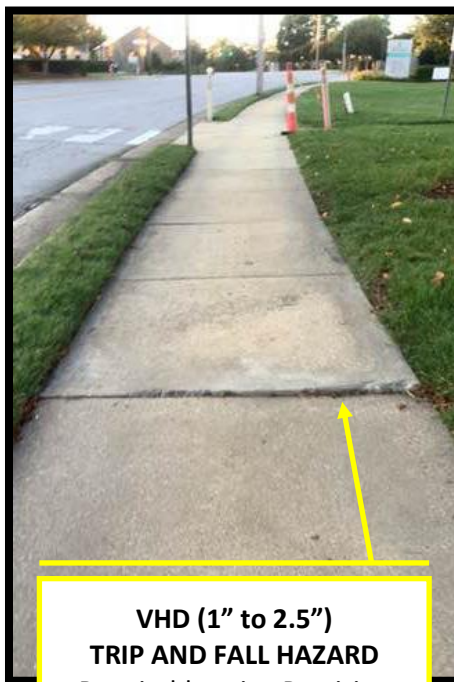
When advised of acceptance of this proposal, Precision Safe Sidewalks will assign an Operations Manager for the project who will conduct a kick-off meeting with the project manager assigned by the City of High Point. During this meeting, we will discuss:

- Project Strategy and starting location
- Project Schedule and workdays
- Special scheduling requests
- Reporting on progress
- General specifications for repairs
- Contact information
- Additional City of High Point requirements

EXHIBIT A: Sample Hazards



VHD (1" to 2.5")
TRIP AND FALL HAZARD
Repairable using Precision
Concrete Cutting Process



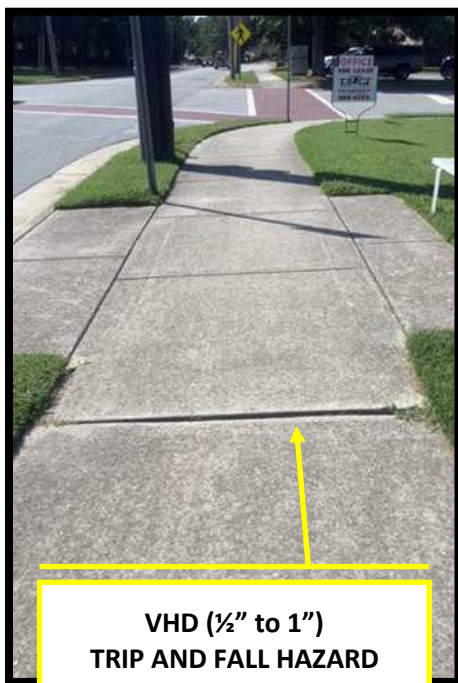
VHD (1" to 2.5")
TRIP AND FALL HAZARD
Repairable using Precision
Concrete Cutting Process



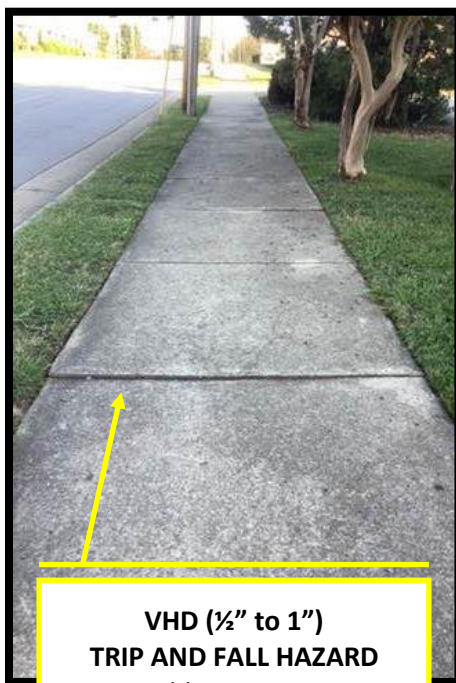
VHD (1" to 2.5")
TRIP AND FALL HAZARD
Repairable using Precision
Concrete Cutting Process



VHD (1" to 2.5")
TRIP AND FALL HAZARD
Repairable using Precision
Concrete Cutting Process



VHD (½" to 1")
TRIP AND FALL HAZARD
Repairable using Precision
Concrete Cutting Process



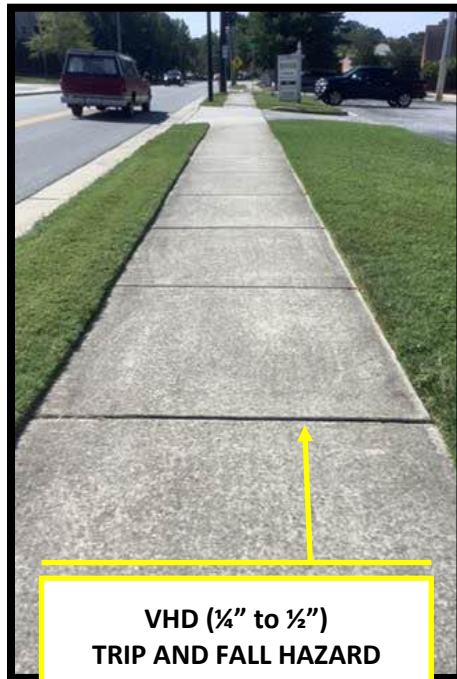
VHD (½" to 1")
TRIP AND FALL HAZARD
Repairable using Precision
Concrete Cutting Process



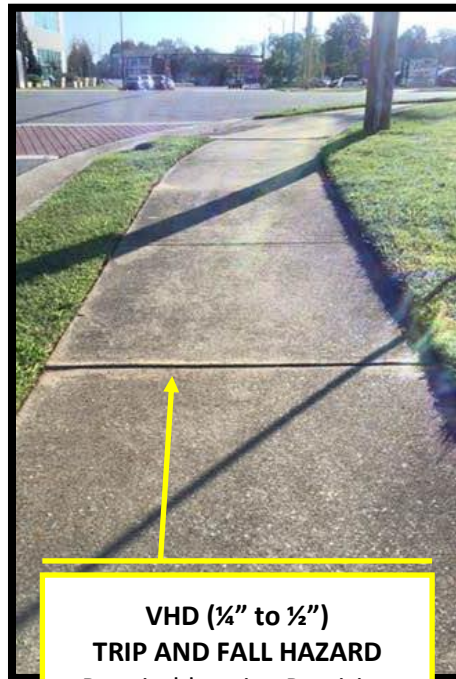
VHD (½" to 1")
TRIP AND FALL HAZARD
Repairable using Precision
Concrete Cutting Process



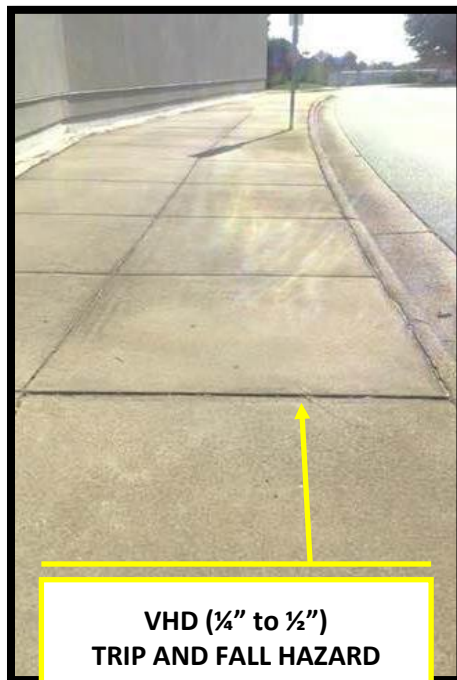
VHD (½" to 1")
TRIP AND FALL HAZARD
Repairable using Precision
Concrete Cutting Process



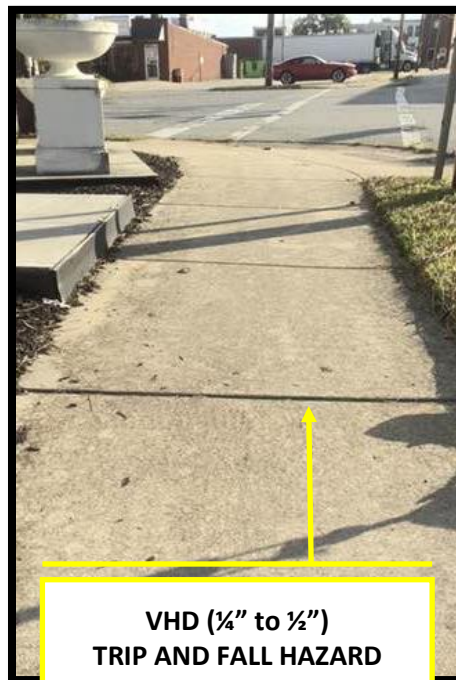
**VHD (¼" to ½")
TRIP AND FALL HAZARD**
Repairable using Precision
Concrete Cutting Process



**VHD (¼" to ½")
TRIP AND FALL HAZARD**
Repairable using Precision
Concrete Cutting Process



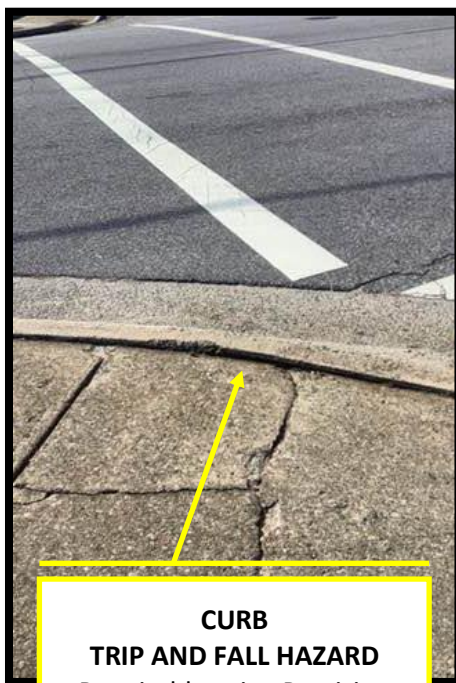
**VHD (¼" to ½")
TRIP AND FALL HAZARD**
Repairable using Precision
Concrete Cutting Process



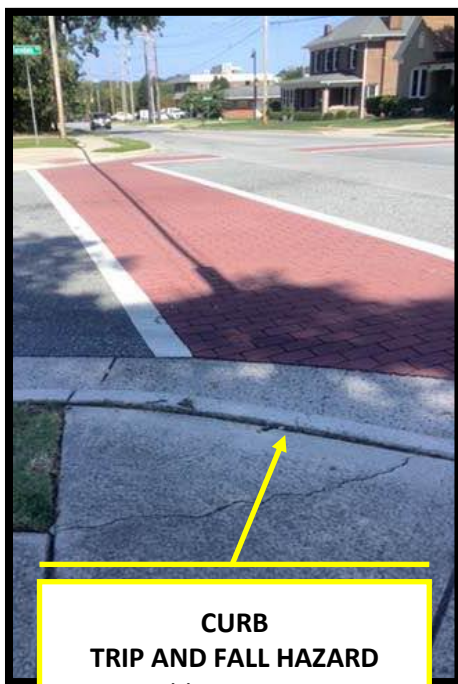
**VHD (¼" to ½")
TRIP AND FALL HAZARD**
Repairable using Precision
Concrete Cutting Process



**CURB
TRIP AND FALL HAZARD**
Repairable using Precision
Concrete Cutting Process



**CURB
TRIP AND FALL HAZARD**
Repairable using Precision
Concrete Cutting Process



**CURB
TRIP AND FALL HAZARD**
Repairable using Precision
Concrete Cutting Process



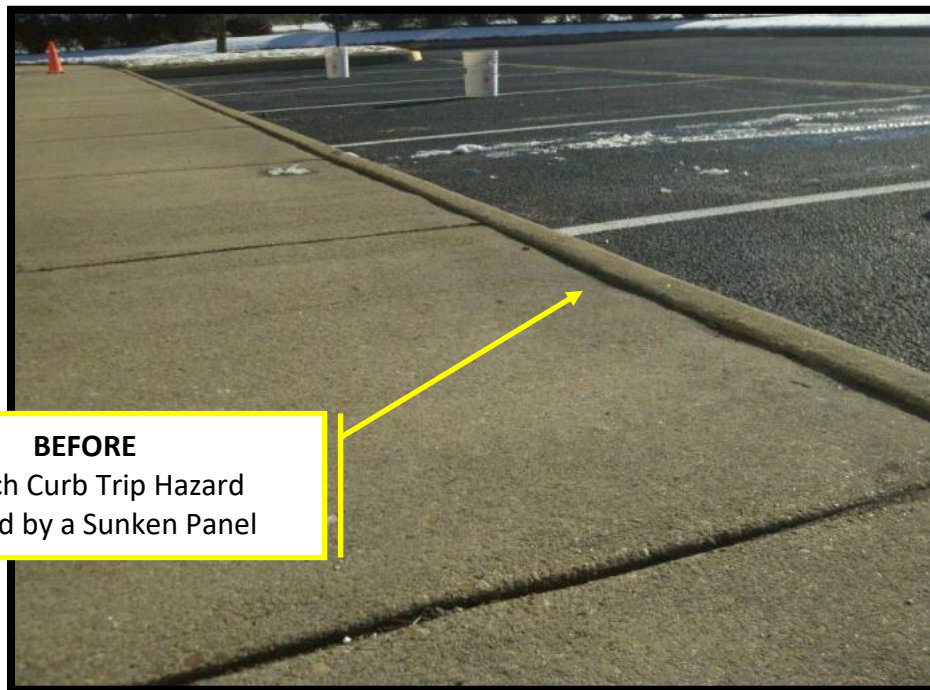
**CURB
TRIP AND FALL HAZARD**
Repairable using Precision
Concrete Cutting Process

EXHIBIT B

Sidewalk Trip-and-Fall Hazard Repair Example



Curb Repair Examples



BEFORE
1+ Inch Curb Trip Hazard
Created by a Sunken Panel



AFTER
Curb Trip Hazard Removed
Now Level with Sidewalk Panel

AFTER
Curb Trip Hazard Removed
Curbs Level with Sidewalk Panel



AFTER
Curb Trip Hazard Removed
Beveled Edge Restored



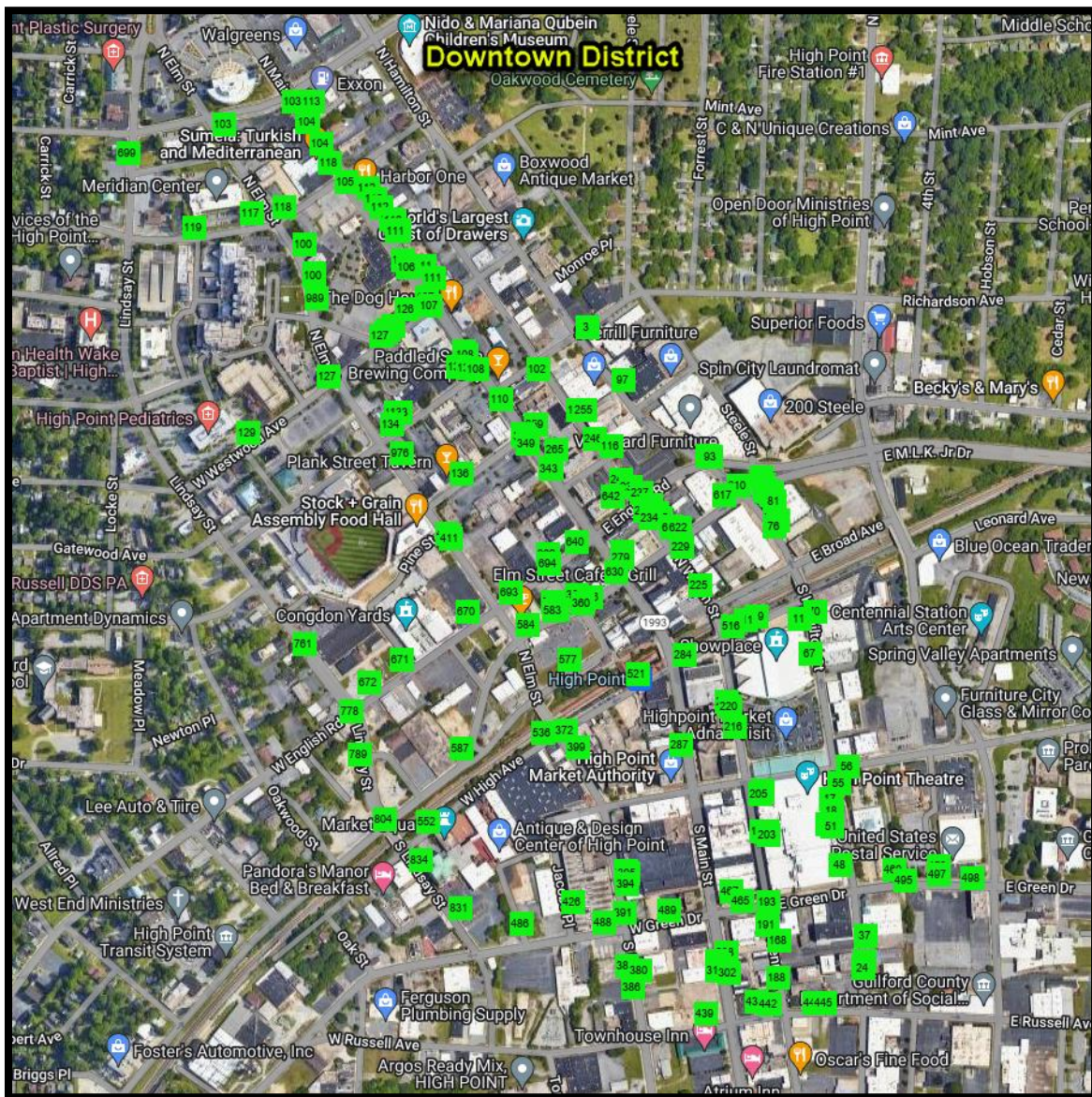
EXHIBIT C

Unrepairable Hazards

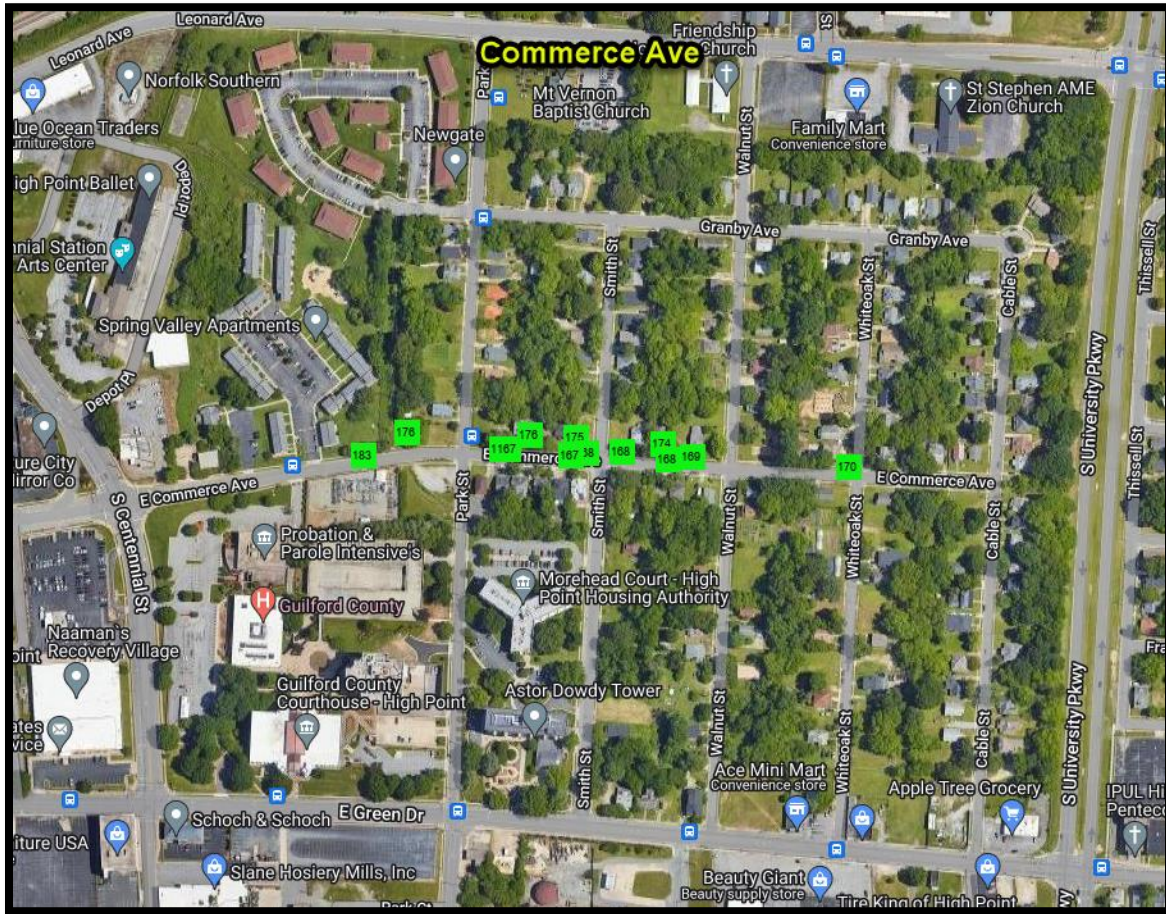
(These areas require demolition & replacement, which PSS does not provide.)

TABLE 4: DEMOLISH & REPLACEMENT PANELS (D&R)	
Location	Square Feet
HAMILTON ST	1,089
WREN ST	1,303
N MAIN ST	1,495
HAYDEN PL	126
SOUTH ELM ST	558
JACOBS PL	16
RUSSELL AVE	242
GREEN DR	269
HIGH AVE	226
WEST BROAD AVE	14
MARTIN LUTHER KING JR	690
ENGLISH RD	263
LINDSAY	432
NORTH ELM ST	313
RAY AVE	73
WESTWOOD AVE	210
GLENWOOD AVE	188
CHURCH AVE	35
COMMERCE AVE	1,349
Total	8,891

Precision Safe Sidewalks does not conduct Demolition & Replacement (D&R) operations and this work must be performed by a third party.



GREEN SQUARE – Demolish & Replace



DEMOLISH & REPLACE EXAMPLES

Precision Safe Sidewalks does not conduct Demolition & Replacement (D&R) operations; this work must be performed by a third party if the client so chooses. PSS provides this information as a courtesy only.



BELOW GRADE
Demolish & Replacement
Recommended



MISSING & CRACKING
Demolish & Replacement
Recommended

EXHIBIT D

Slope Specifications from Americans with Disabilities Act

303.3 Beveled. Changes in level between $\frac{1}{4}$ inch (6.4 mm) high minimum and $\frac{1}{2}$ inch (13 mm) high maximum shall be beveled with a slope not steeper than 1:2.

Advisory 303.3 Beveled. A change in level of $\frac{1}{2}$ inch (13 mm) is permitted to be $\frac{1}{4}$ inch (6.4 mm) vertical plus $\frac{1}{4}$ inch (6.4 mm) beveled. However, in no case may the combined change in level exceed $\frac{1}{2}$ inch (13 mm). Changes in level exceeding $\frac{1}{2}$ inch (13 mm) must comply with 405 (Ramps) or 406 (Curb Ramps).

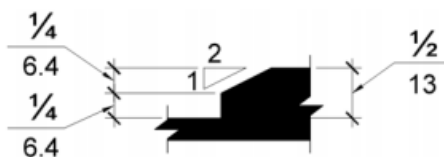


Figure 303.3
Beveled Change in Level

303.4 Ramps. Changes in level greater than $\frac{1}{2}$ inch (13 mm) high shall be *ramped*, and shall comply with 405 or 406.

405 Ramps

405.1 General. *Ramps* on *accessible* routes shall comply with 405.

EXCEPTION: In *assembly areas*, aisle *ramps* adjacent to seating and not serving *elements* required to be on an *accessible* route shall not be required to comply with 405.

405.2 Slope. *Ramp* runs shall have a *running slope* not steeper than 1:12.

EXCEPTION: In existing *sites*, *buildings*, and *facilities*, *ramps* shall be permitted to have *running slopes* steeper than 1:12 complying with Table 405.2 where such slopes are necessary due to *space* limitations.

TECHNICAL

CHAPTER 4: ACCESSIBLE ROUTES

Table 405.2 Maximum Ramp Slope and Rise for Existing Sites, Buildings, and Facilities

Slope ¹	Maximum Rise
Steeper than 1:10 but not steeper than 1:8	3 inches (75 mm)
Steeper than 1:12 but not steeper than 1:10	6 inches (150 mm)

1. A slope steeper than 1:8 is prohibited.

Advisory 405.2 Slope. To accommodate the widest range of users, provide ramps with the least possible running slope and, wherever possible, accompany ramps with stairs for use by those individuals for whom distance presents a greater barrier than steps, e.g., people with heart disease or limited stamina.

NOTES

1. PSS priced this proposal based on the customer's approved repair specifications. The ADA's guidance on sidewalk repair is provided in Exhibit D for the customer's review (see sections 303 and 405). Approval of this project by any method is approval of the specifications/slopes priced in the proposal.
2. PSS repairs only those uneven sidewalk panels specifically approved by you, our customer, and therefore makes no guarantee that the property is free of uneven sidewalk hazards or other trip hazards. Once on site, PSS may not complete an approved repair(s) in some cases because: (a) a hazard's actual measurement at the time of repair exceeds approved customer specifications, and/or (b) in the crew leader's judgment, our repair attempt would cause further damage to the concrete slab or be insufficient to satisfactorily remove the existing hazard and/or mitigate its potential liability. Such excluded hazards, if any, will be left "as found" and will require customer's alternative remedy.
3. After the project is completed, new trip-and-fall hazards may occur or reoccur due to tree roots, water, settling, and other natural and man-made causes outside of PSS' control. Upon completion of the project, PSS is not liable for any related claims, losses, or damages. PSS is not responsible for cracks or defects in poured concrete that may exist due to materials or methods used by original installer.
4. While we endeavor to perform our services in a professional, thorough, and workmanlike manner, we work with hundreds or thousands of hazards on each job and therefore cannot make any guarantees or warranties regarding the completeness of hazard removal. Should you identify any hazards that were missed, whether within the specified scope of this project or not, please contact us and we will work with you to address them.
5. PSS is an equal opportunity employer. PSS does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender identity, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff, selection of volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our staff, volunteers, subcontractors, vendors, and clients. We will not discriminate and will take affirmative action measures to ensure against discrimination in employment, recruitment, advertisements for employment, compensation, termination, upgrading, promotions, and other conditions of employment against any employee or job applicant on the bases of race, color, religion (creed), gender, gender identity, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military or veteran's status.
6. PSS is committed to providing a safe environment for all its employees free from discrimination on any ground and from harassment at work including sexual harassment. PSS will treat all incidents seriously and promptly investigate all allegations of sexual harassment. Any person found to have sexually harassed another will face disciplinary action, up to and including dismissal from employment. All complaints of sexual harassment will be taken seriously and treated with respect and in confidence. No one will be retaliated against for making such a complaint. Sexual harassment is unwelcome conduct of a sexual nature which makes a person feel offended, humiliated, and/or intimidated. It includes situations where a person is asked to engage in sexual activity as a condition of that person's employment, as well as situations which create an environment that is hostile, intimidating, or humiliating for the recipient. Sexual harassment may involve one or more incidents, and actions constituting harassment may be physical, verbal, or non-verbal.
7. In accepting any portion of this proposal, if you certify that a job or project is not subject to prevailing wage, and it is later determined to be a prevailing wage job, there will be a 30% upcharge or the calculated additional cost of the wages, whichever is greater.



ESTIMATE & PROPOSAL
CITY OF HIGH POINT
PROPOSAL NUMBER PSS CP23-270-02R

Precision Safe Sidewalks, LLC.
Raleigh NC | Charlotte NC
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Washington DC | Albany NY | Western PA
Office/Fax: (800) 734-8891
www.precisionsafesidewalks.com

8. Although drawn by PSS, this Agreement shall – in the event of any dispute over its meaning or application – be interpreted fairly and reasonably and neither more strongly for nor against either Party.

9. The undersigned (the “Customer”) hereby engages Precision Safe Sidewalks (“PSS”) and agrees to the terms and conditions set forth below. PSS removes only those trip-and-fall hazards specifically requested by customers. PSS makes no guarantee or representation that the property is free of trip-and-fall hazards after the contract is completed. In addition, PSS only performs certain trip-and-fall hazard repairs. Among other things, PSS does not remove and replace sidewalk. Furthermore, to preserve clients’ budgets, PSS typically does not perform any repair at or around any sidewalk slab that requires demolition and replacement (D&R). Also, it is recognized that after completion of the contract, trip-and-fall hazards may and frequently do continue to move naturally over time due to roots, water, freezing, pipes, and other natural or man-made causes. PSS is not responsible for movement or changes in the sidewalk and is not liable for any related claims, losses, damages, or liabilities pertaining thereto. It is the customer’s responsibility to provide proper access to the project area, and PSS assumes no liability for trip-and-fall hazards that cannot be identified or repaired due to parked vehicles or other obstacle preventing safe and practical access.

10. Pricing is valid for 90-days and is based on the volume of work represented in the proposal. If the PSS sidewalk project assessment is more than 12 months old at the time of signature of the contract, there will be a 10% price increase allowance to provide for possible increases in trip-and-fall hazard measurements.

11. By signing below acceptance of proposal, I attest that I have read the above statements, understand them completely, and agree. I confirm that I am duly authorized to sign this agreement on behalf of the Customer. By my signature, I authorize PSS to complete the work detailed in this proposal in accordance with PSS’s schedule and pricing below and attached. Also, payment of PSS’s invoice(s) will confirm that I have inspected PSS’s work and that it was performed to my satisfaction.

12. Hazard Remedy Disclaimer. Pursuant to this agreement, PSS is utilizing commercially reasonable efforts to locate and remedy hazards within the scope of its engagement. PSS’s engagement, however, is not and shall not be interpreted as a warranty or guarantee that all hazards and potential hazards have been identified and remedied. Hazards can be difficult to locate and may be hidden in various ways; while PSS will attempt to locate all reasonably identifiable hazards, PSS cannot guarantee that it will locate all hazards. In addition, worksites can change on a daily basis (or more frequently), and PSS is not responsible for ongoing changes to worksites after it identifies and remedies hazards. By signing this agreement, Customer agrees and acknowledges that PSS cannot and does not claim to identify and remove all hazards from the worksite, and that Customer, and not PSS, holds responsibility for hazards on its property.



ESTIMATE & PROPOSAL
CITY OF HIGH POINT
PROPOSAL NUMBER PSS CP23-270-02R

Precision Safe Sidewalks, LLC.
Raleigh NC | Charlotte NC
Mechanicsville VA | Charleston WV
Washington DC | Albany NY | Western PA
Office/Fax: (800) 734-8891
www.precisionsafesidewalks.com

ACCEPTANCE OF PROPOSAL

FAX TO: (800) 734-8891

Or EMAIL TO: c.penland@precisionsafesidewalks.com

SCOPE of PROJECT:

Repair of trip and fall hazards in areas identified in PROPOSAL
NUMBER: PSS CP23-270-02R

OPTION/COST:

P. O. NUMBER:

APPROVED BY:

Date:

Name:

Signature:

Title:

Phone:

Email:

NOTES:

Upon receipt of this signed acceptance, Precision Safe Sidewalks, LLC. will schedule the requested repairs. Every effort will be made to accommodate the Requested Start Date. Approved projects are subject to progress billing.



City of High Point

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

Master

File Number: 2024-055

File ID: 2024-055

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 02/07/2024

File Name:

Final Action:

Title: Consideration of a Grant Agreement through the North Carolina Department of Public Safety Disaster Relief and Recovery/Mitigation/Reliability Directed Grant
City Council is requested to accept a grant award in the amount of \$1,500,000 for the Arnold Koonce City Lake Dam Project, approve a budget ordinance amendment, and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: City Lake Grant

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: tammie.dodd@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	02/15/2024	Committee Recommended Approval	City Council	02/19/2024		

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Grant Acceptance - Department of Public Safety Disaster Relief & Recovery/Mitigation/Resiliency Directed Grant	
FROM: Public Services Department	MEETING DATE: February 19, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Budget Ordinance Amendment Grant Agreement	

PURPOSE: Staff is requesting approval of a budget ordinance amendment for funding received in the amount of \$1,500,000 through the Department of Public Safety Disaster Relief and Recovery/Mitigation/Resiliency directed grant as a result of support through Representative John Faircloth. The requested funds would be used for the purchase of properties and engineering design/evaluation for the construction of a new dam at Arnold Koonce City Lake.

BACKGROUND: Arnold Koonce City Lake Dam is nearly 100 years old and was constructed well before modern dam safety standards were developed. As such, the dam does not meet NC DEQ Dam Safety requirements for stability or spillway capacity, and it has several other dam safety-related deficiencies. A consultant has completed a Probable Maximum Precipitation (PMP) study (2021) and an Alternative Analysis Report, Second Revision (2022). The investigations performed previously by the consultant were tailored to provide information to support analyses of the existing dam and analysis of non-replacement alternatives.

The proposed scope of work for this phase of the project is to support design of the replacement dam and rehabilitation or replacement of infrastructure. In general, the additional investigations include a bathymetric survey of the lake and a portion of the spillway outlet channel, an existing condition survey of the left abutment and acquiring properties on Knollwood Drive, determining the approximate locations of the raw water pipelines downstream of the dam, an underwater investigation of the water supply infrastructure, and a geotechnical investigation within the footprint of the proposed replacement dam.

BUDGET IMPACT: A budget ordinance amendment appropriating the grant award is included with this item.

RECOMMENDATION/ACTION REQUESTED: The Public Services Department recommends approval to accept the grant award, approve the budget ordinance for the Arnold Koonce City Lake Dam property acquisition/design, and that the appropriate City official and/or employee be authorized to execute all necessary documents.

“AN ORDINANCE AMENDING THE 2023-2024 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS FOR THE ARNOLD KOONCE CITY LAKE DAM PROJECT

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

Section 1. The proposed amendment appropriates \$1,500,000 in state grant funds to assist in the acquisition of property and design for the Arnold Koonce City Lake Dam project.

Section 2. The 2023-2024 Budget Ordinance of the City of High Point should be amended as follows:

(A) That the following Special Revenue Fund revenues be amended as follows:

State Grants – NC Department of Public Safety	\$1,500,000
---	-------------

(B) That the following Special Revenue Fund expenditures be amended as follows:

Property Acquisition/Design	\$1,500,000
-----------------------------	-------------

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 19th day of February 2024

Cyril Jefferson, Mayor

ATTEST

Sandra Keeney, City Clerk

North Carolina Department of Public Safety Directed Grants Agreement

Agreement # CITY OF HIGH POINT 2023-2024 FY 2023 DEPARTMENT OF PUBLIC SAFETY DISASTER RELIEF AND RECOVERY/MITIGATION/RESILIENCY DIRECTED GRANT, NC APPROPRIATIONS ACT OF 2023, HOUSE BILL 259, SECTION 5.3(a)-(c) & SECTION 5.6(a)-(l)

This Agreement is hereby entered into by and between the Department of Public Safety (the "AGENCY") and the City of High Point (the "RECIPIENT") (referred to collectively as the "Parties"). The RECIPIENT's federal tax identification number is **56-6000231**.

1. PURPOSE & AUTHORITY

The purpose of this Memorandum of Agreement (MOA) is to establish roles, responsibilities and procedures to implement the terms and conditions of the FY 2024 Department of Public Safety Disaster Relief and Recovery/Mitigation/Resiliency Directed Grant, NC Appropriations Act of 2023, [House Bill 259](#), Sections 5.3(a)-(c) and 5.6(a)-(l). The purpose of this grant is to provide directed grants to non-state entities established in accordance with appropriations contained in Session Law 2023-134 (HB 259) for disaster relief, recovery, mitigation, and resiliency.

This grant award and MOA are authorized under the provisions of: (1) NC Appropriations Act of 2023, House Bill 259 / SL 2023-134. The funds awarded under this grant must be used in compliance with all applicable federal, state, local and tribal laws, and regulations, including N.C.G.S. §§ 143C-6-21, 143C-6-22, 143C-6-23 and 09 NCAC 03M, and for governmental entities and public authorities subject to the Local Government Commission (LCG), N.C.G.S. Chapter 159 and 20 NCAC 03. By accepting this award, RECIPIENT agrees to use these funds in a manner consistent with all applicable laws and regulations.

2. EFFECTIVE TERM & PERIOD OF PERFORMANCE

This Agreement shall become effective upon signature by the Parties and this agreement shall terminate on June 30, 2025. Notwithstanding the effective date of this agreement, the period of performance (POP) for this directed grant is retroactive to July 1, 2023, the first day of state fiscal year 23-24, and the last day of the POP is June 30, 2025, the last day of state fiscal year 24-25. Recipient must expend or encumber all directed grant funds within the POP. Expend or encumber are defined in [N.C. Gen. Stat. § 143C-1-1](#), which is incorporated here by reference. Unless otherwise expressly authorized by AGENCY, any directed grant funds not expended or encumbered within the POP must be returned by RECIPIENT to AGENCY within 30 days of the end of the POP.

3. DEFINITIONS

- Closeout: the final grant stage where, after completion of the scope of work, the RECIPIENT submits supporting documentation to AGENCY that funds have been expended consistent with their purpose in a fiscally responsible manner and the AGENCY administratively reviews the information and notifies RECIPIENT of administrative closing of the grant. See section 14 for closeout requirements.
- Directed Grant: legislatively directed grants to non-state entities. These grants provide a specific amount of state funds be directed to a named organization for a purpose described in the appropriations act in which the grant was included.
- Monitoring: The process of ensuring State funds are used responsibility and according to their purpose which involves a system of educating, reviewing, tracking, and reporting on the use of grant funds.

- Level I: A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year.
- Level II: A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) or greater, but less than five hundred thousand dollars (\$500,000) within its fiscal year.
- Level III A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year.
- Non-Compliance: failure by the grant awardee to follow the terms of this agreement, applicable federal or state law, and/or to use funds inconsistently with the purpose of the directed grant as defined by the General Assembly. See section 7 – Monitoring and Auditing.
- General Assembly: the bicameral legislature of the State of North Carolina, consisting of the State House of Representatives and State Senate.
- Encumbrance: As defined by the State Budget Act, [N.C. Gen. Stat. § 143C-1-1](#), A financial obligation created by a purchase order, contract, salary commitment, unearned or prepaid collections for services provided by the State, or other legally binding agreement.
- Budget: As defined by the State Budget Act, [N.C. Gen. Stat. § 143C-1-1](#), A plan to provide and spend money for specified programs, functions, activities, or objects during a fiscal year.

4. RECIPIENT'S RESPONSIBILITIES

The RECIPIENT is responsible for all the following:

Required Documents/Forms

RECIPIENT must submit the following documents to AGENCY upon execution of this MOA:

- i. W-9 (09 NCAC 03M .0202)
- ii. [Electronic Payment / Vendor Verification Form](#) (09 NCAC 03M .0202)
- iii. Conflict of Interest Policy (G.S. 143C-6-23. (b))
- iv. [Sworn \(Notarized\) No Overdue Tax Debt Certification](#) (G.S. 143C-6-23.(c))

Scope of Work and Budget (Attachment A)

RECIPIENT must provide a Scope of Work & Budget to AGENCY, and the Scope of Work & Budget must be approved by AGENCY before AGENCY can release any funds to RECIPIENT under this agreement.

The Scope of Work clearly and concisely defines the specific project(s) to be completed with the directed grant funds in this agreement, identifies the gaps and/or priorities addressed by the project(s), and provides the timeline and budget for the project(s). RECIPIENT is required to use the funds in the amounts as set forth in RECIPIENT's Budget. RECIPIENT must submit an amended budget to AGENCY if RECIPIENT wants to reallocate and/or redistribute the funds from a previously approved budget. See **Attachment A** for Scope of Work template including budget.

Quarterly Reports (Attachment B)

The RECIPIENT understands and acknowledges that total funding level available under this agreement will not exceed the amount allocated by the General Assembly **\$1,500,000.00**.

RECIPIENT must submit a **Quarterly Report** (90-day) to AGENCY for every quarter of the POP. Quarterly reports are due within 15 calendar days of the end of each quarter as follows:

- ☐ 1st July 01 – September 30 (Due October 15)
- ☐ 2nd October 01 to December 31 (Due January 15)
- ☐ 3rd January 01 to March 31 (Due April 15)
- ☐ 4th April 01 to June 30 (Due July 15)

Quarterly reports shall at a minimum include:

- i. Period stating beginning balance of the Project Fund.
- ii. Total expenses disbursed (aggregate totals) by the following project uses:
 - a. Employee Expenses (e.g., program related staffing).
 - b. Service and Contract expenses (e.g., utilities, telephone, data, lease related expenses).
 - c. Goods (e.g., supplies and equipment) expenses.
 - d. Administration Expenses (e.g., overhead & project management).
 - e. Other expenses (e.g., related charges not assigned above and described by RECIPIENT).
- iii. Period ending balance of the RECIPIENT funding disbursed pursuant to this agreement.
- iv. A descriptive summary of how the funds were used including outcomes and specific deliverables. or accomplishments to date.
- v. **Attachment B** is a copy of the quarterly report.
- vii. Quarterly reports shall be email: michael.grant@ncdps.gov

Request for Payment (Attachment B)

RECIPIENT must submit requests for payment of funds to AGENCY with all required documentation attached for **\$375,000.00** distributed quarterly, not to exceed a total of **\$1,500,000.00**. Once AGENCY is satisfied that RECIPIENT has provided all required documentation, the requested distributions can be processed for payment. The distributions of funds will be coded to cost center(s) **206631 56601590 1901176** in the North Carolina Financial System (NCFS)

RECIPIENT shall complete a “Request for Payment of Appropriation(s) from North Carolina General Fund” each quarter and submit to AGENCY, along with all required documentation. Funds will be paid quarterly after AGENCY receives all required documentation, including quarterly reports. See **Attachment B** for request for payment template.

Other Conditions

Pursuant to N.C.G.S 143C-1-1, the RECIPIENT understands and agrees that agreement funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, the AGENCY will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.

RECIPIENT must complete any procurement(s) and expenditures no later than the end of the POP on June 30, 2025.

No Match Requirement. RECIPIENT is not required to provide matching funds in cash or in-kind for this award.

Indirect Costs. No indirect costs will be charged to this award.

Municipalities, counties, and other entities subject to the Local Government Commission will follow the Local

Government Finance Act, N.C.G.S. 159-34.

Directed grants to nonprofit organizations are for nonsectarian, nonreligious purposes only (S.L. 2022-74, Sec. 5.3(b)5).

Compliance

RECIPIENT understands and acknowledges required compliance with all applicable statutory provisions outlined in N.C.G.S. 143C-6-23 and 09 NCAC 03M .0205, Minimum Reporting Requirements for Recipients and Subrecipients.

RECIPIENT shall comply with applicable federal, state, local and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications and other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. RECIPIENT shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants.

Failure to comply with the specified terms and conditions of this MOA may result in the return of funds and any other remedy for noncompliance specified in 2 CFR 200.339 (incorporated by reference in this MOA), and/or termination of the award per 09 NCAC 03M.0801 and 2 CFR 200.340 (incorporated by reference in this MOA). Additional conditions may also be placed on RECIPIENT for noncompliance with the specified terms and conditions of this MOA, including (but not limited to) additional monitoring and possible placement of RECIPIENT on the Suspension of Funding List ([SOFL](#)) maintained by the State Office of State Budget & Management ([OSBM](#)).

Conflict of Interest

Per [N.C.G.S. § 143C-6-23\(b\)](#), RECIPIENT is required to file with AGENCY a copy of RECIPIENT's policy addressing conflicts of interest that may arise involving the grantee's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the grantee's employees or members of its board or other governing body, from the grantee's disbursing of State funds, and shall include actions to be taken by the grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. **The policy shall be filed before AGENCY may disburse any grant funds.**

In conjunction with providing the conflict-of-interest policy to AGENCY, RECIPIENT must disclose in writing to AGENCY, and attempt to avoid, any real or potential conflict of interest that may arise during the administration of this grant award.

This includes RECIPIENT's responsibility to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts or subgrants. No employee, officer, or agent may participate in the selection, award, or administration of a contract or subgrant supported by this grant award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract or subgrant. The officers, employees, and agents of the RECIPIENT may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts or subgrants. RECIPIENT may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value.

The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the RECIPIENT. All RECIPIENTs must disclose in writing to RECIPIENT, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting, subcontracting and sub-granting with funds provided under this grant award. Upon request, RECIPIENT must also provide a copy of their standards of conduct policy covering conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award.

State of North Carolina Reporting Requirements per NCGS 143C-6-23 and 09 NCAC 03M

North Carolina state law ([N.C.G.S. 143C-6-23](#) and [09 NCAC 03M](#)) requires every nongovernmental entity (including non-profit organizations) that receives state or federal pass-through grant funds from state agencies to file annual reports on how those grant funds were used no later than three months after the end of the non-state entity's fiscal year. **Government entities including counties and local governments are not required to file these reports.**

Audit Requirements

The RECIPIENT acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents, and facilities of the RECIPIENT are subject to being audited, inspected, and monitored at any time by the AGENCY upon its request (whether in writing or otherwise). The RECIPIENT further agrees to provide AGENCY staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting, and related requirements.

If RECIPIENT is a unit of local government in North Carolina, RECIPIENT may be subject to the audit and reporting requirements in [N.C.G.S. 159-34](#), Local Government Finance Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the SUBRECIPIENT and are subject to change (see [Local Government Commission](#) for more information). See also [20 NCAC 03](#) (Local Government Commission).

AGENCY'S DUTIES & PAYMENT PROVISIONS

AGENCY shall ensure that funds allocated and disbursed comply with the intent and guidance from the Office of State Budget & Management and ensure compliance with related state statutes and financial management standards.

AGENCY will register all state assistance programs and awards with OSBM as required, and AGENCY will comply with the requirements of OSBM's [Grants Management System](#) as applicable.

The AGENCY shall pay the RECIPIENT on a quarterly basis with each payment being an equal amount of **\$375,000.00** not to exceed total grant amount of **\$1,500,000.00**. Payment shall be made once the AGENCY is satisfied that the RECIPIENT has provided all the required documentation, the requested distributions can be processed for payment. The distributions of funds will be coded to **206631 56601590 1901176**.

AGENCY will submit grant monitoring plan(s) to OSBM as required.

AGENCY will provide education and technical assistance to directed grant recipients through one-on-one communication, live group events and/or web-based information to provide instruction on required documents and the process of receiving grant funds.

5. FUNDS MANAGEMENT

Accounting. RECIPIENT agrees that funds paid through this contract shall be accounted for in a separate fund and accounting structure within the RECIPIENT's central accounting and grant management system. RECIPIENT agrees to manage all accounts payable disbursements, check register disbursements and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described in Section 3 above.

Travel. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this MOA shall be reasonable and supported by documentation. State rates should be used as guidelines and shall not be exceeded. International travel shall not be eligible under this MOA.

Taxes. No taxes will be charged to this award. If eligible, SUBRECIPIENT shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this grant, pursuant to [N.C.G.S. 105-164.14](#); and (b) exclude all refundable sales and use taxes from all reported expenditures.

6. AGREEMENT ADMINISTRATORS

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

For the AGENCY	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Allis Talley-Burton, Controller NC Department of Public Safety 2000 Yonkers Rd. Raleigh, NC27699-4220 Telephone: 919-866-3668 Fax: 984-920-8887 Email: allis.talley-burton@ncdps.gov	Allis Talley-Burton, Controller NC Department of Public Safety 2000 Yonkers Rd. Raleigh, NC27699-4220 Telephone: 919-866-3668 Fax: 984-920-8887 Email: allis.talley-burton@ncdps.gov

For the RECIPIENT	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Bobby Fitzjohn, Financial Services Director City of High Point P.O. Box 230 High Point, NC 27261 Telephone: 336-883-3245 Fax: 336-883-8572 Email: bobby.fitzjohn@highpointnc.gov	Bobby Fitzjohn, Financial Services Director City of High Point P.O. Box 230 High Point, NC 27261 Telephone: 336-883-3245 Fax: 336-883-8572 Email: bobby.fitzjohn@highpointnc.gov

7. MONITORING AND AUDITING

RECIPIENT acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents, and facilities of the RECIPIENT are subject to being audited, inspected, and monitored at any time by the AGENCY upon its request (whether in writing or otherwise). The RECIPIENT further agrees to provide AGENCY staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting, and related requirements.

AGENCY is required by law to monitor and oversee directed grant funds to ensure State financial assistance is spent consistent with the purposes for which it was awarded, [09 N.C.A.C. 03M.0401](#), and AGENCY will review the documentation provided by RECIPIENT to ensure adequate progress is being made toward achieving project goals and objectives.

AGENCY will assess RECIPIENT for risk using the factors adopted by Office of State Budget and Management:¹

Grant Amount

Low: Less than or equal to \$250,000

Moderate: Greater than \$250,000 or less than \$5,000,000

High: Greater than or equal to \$5,000,000

Number of Subrecipients

Low: 0 Moderate: Less than or equal to 5 High: Greater than 5

Entity Type

Low: County, School System Moderate: Municipality, Hospital High: Nonprofit – Construction, Nonprofit-Other, Other

Other factors

Other factors such as staff turnover, system changes, audit findings, monitoring issues and prior experience with grant recipient may also be considered when accessing the risks.

Based on the combination of those three indicators, grantee recipients will be identified with a risk assessment of Low, Moderate or High.

Levels of Monitoring Based on Risk

AGENCY will review financial and performance information for high-risk grantees to ensure each report is completed in accordance with the grant agreement and when expenditures are listed, review for allowability.

Based on time availability, AGENCY will select a sample of medium and low risk grant recipients for the same review as high-risk recipients.

Noncompliance with Agreement Terms

If RECIPIENT fails to comply with any term of this Agreement but the non-compliance is not the result of mismanagement or criminal misuse of funds, AGENCY shall address the non-compliance by

- (1) Communicating the requirements to RECIPIENT.
- (2) Requiring a response from RECIPIENT upon a determination of noncompliance.

¹ Office of State Budget and Management (OSBM) Recipient Monitoring Plan (May 2022)

(3) Suspending payments to the RECIPIENT until RECIPIENT complies.

If RECIPIENT fails to correct the non-compliance within 60 days, AGENCY may

- (1) Terminate this Agreement and seek return of unexpended funds or unauthorized expenditures. And
- (2) Offset future payments with any amounts improperly spent.

If RECIPIENT'S non-compliance includes management deficiencies or criminal activity leading to the misuse of funds, AGENCY shall notify the Office of State Budget and Management and:

- (1) Suspend payments until the matter has been fully investigated and corrective action has been taken.
- (2) Terminate the contract and take action to retrieve unexpended funds or unauthorized expenditures. And
- (3) Report possible violations of criminal statutes involving misuse of State property to the State Bureau of Investigation, in accordance with G.S. 143B-920.

8. SITUS

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

9. SUBCONTRACTING AND ASSIGNMENT

RECIPIENT will not assign or subcontract without obtaining written approval. The RECIPIENT agrees that by assigning or subcontracting any work related to the contract to a subcontractor or SUB-RECIPIENT, that such entities shall comply with the following:

- (a) The RECIPIENT or SUB-RECIPIENT is not relieved of any of the duties and responsibilities of the original contract; and
- (b) The SUB-RECIPIENT agrees to abide by the standards contained in this contract and to shall provide all information to allow the RECIPIENT to comply with these standards.

RECIPIENT agrees that all SUB-RECIPIENTS to this agreement shall comply with the following provisions of the North Carolina Administrative Code: "09 NCAC 03M .0203 SUB-RECIPIENT RESPONSIBILITIES."

10. ADVERTISING

RECIPIENT agrees not to use the existence of this contract, the name of the AGENCY, the or the name of the State of North Carolina as part of any commercial advertising, without prior written approval of the AGENCY.

11. COMPLIANCE WITH LAW

The RECIPIENT shall remain an independent RECIPIENT and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of his employees and assistants. The RECIPIENT represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of or have any individual contractual relationship with the AGENCY. The RECIPIENT shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of his business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

12. TERMINATION OF AGREEMENT

This agreement may be terminated by mutual consent upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this agreement, the amount of any residual unexpended or unencumbered funds shall be transferred to the AGENCY.

13. AMENDMENTS

This Agreement may be amended in writing which documents approval of changes by both the AGENCY and the RECIPIENT.

14. CLOSEOUT REPORTING REQUIREMENTS

Following the principles of 2 CFR 200.344 (incorporated by reference in this MOA), RECIPIENT must submit to AGENCY, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the grant award, and this MOA.

This includes, at a minimum:

The RECIPIENT agrees to submit to the AGENCY a complete performance and expenditure status report (final report) within ninety (90) days after expiration of this agreement June 30, 2025:

- 1) A complete accounting of how the appropriated funds were used;
- 2) A complete performance status report; and
- 3) A Certification stating the funds were used for the purpose appropriated (AGENCY will supply template).

The above noted reports shall include RECIPIENT and SUB-RECIPIENT reporting information related to the above noted quantitative results and accomplishments. RECIPIENT and any SUB-RECIPIENTS agree that all program activity results information reported shall be subject to review and authentication as described in Paragraph 7 and RECIPIENT will provide access to work papers, receipts, invoices and reporting records, if requested by the AGENCY, as the AGENCY executes any audit internal audit responsibilities.

RECIPIENT will be deemed noncompliant if its final report is not submitted within the 90-day period stated above. Once the complete final performance and financial status report package has been received and evaluated by the AGENCY, the RECIPIENT will receive official notification of agreement close-out. The letter will inform the RECIPIENT that the AGENCY is officially closing the agreement and retaining all agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

RECIPIENT agrees to submit to all required closeout documentation (final report) to AGENCY within ninety (90) days after expiration of this agreement on June 30, 2025, giving RECIPIENT until September 30, 2025, to submit final report.

AGENCY will not release the final fourth quarter payment to RECIPIENT unless/until RECIPIENT has submitted all required closeout documentation and AGENCY has approved that documentation.

Performance Reporting

The above noted closeout documentation shall include adequate information from RECIPIENT showing qualitative and quantitative results in accomplishing the approved Scope of Work in Attachment A. The purpose of this performance reporting is for RECIPIENT to demonstrate exactly how the grant funds were utilized to accomplish the approved scope of work, as well the impact of the completed work (to the extent known at the time of grant closeout).

Final Accounting & Supporting Documentation

The above noted closeout documentation must include sufficient documentation that approved expenditures have been properly invoiced and paid by RECIPIENT, and that the products and/or services have in fact been received by RECIPIENT. RECIPIENT must provide a final summary of all expenditures funded by this grant. Summary of expenditures should include at a minimum: vendor name, date of purchase, invoice number, total invoice amount, and amount paid for with grant funds.

RECIPIENT shall also include all legible and complete invoices and receipts detailing the expenses funded with this grant. The total amount of these invoices and receipts shall be equal to the full amount of the award.

If the total amount of these invoices and receipts exceeds the full amount of the award, RECIPIENT is required to clearly indicate the exact amount(s) paid with grant funds, equaling the full amount of the amount.

If the total amount of these invoices and receipts is less than the full amount of the award, AGENCY will reduce the final quarterly payment by the amount of the underrun. If the underrun exceeds the final quarterly payment, RECIPIENT will be required to reimburse AGENCY for the amount of the unrecovered underrun within 30 days of notification by AGENCY.

Invoices, receipts, and associated documentation must contain the following information:

- ☐ Name and address of the vendor or establishment providing the product or service.
- ☐ Vendor/Payee invoice number, account number, and any other unique meaningful identifying number.
- ☐ Date the product or service was provided.
- ☐ Itemized description of all products or services.
- ☐ Unit price of products or services (if applicable).
- ☐ Total amount charged.
- ☐ Proof of payment of expenses associated with the project.

15. ATTACHMENTS

All attachments to this Agreement are incorporated as if set out fully herein.

A. In the event of any inconsistency or conflict between the language of this MOA and the attachments hereto, the language of the MOA shall be controlling, but only to the extent of such conflict or inconsistency.

B. This MOA includes the following attachments or documents incorporated by reference as if fully set out herein:

- ☐ Attachment A - Scope of Work & Budget
- ☐ Attachment B - Quarterly Report & Accounting
- ☐ Attachment C – State Grant Tax Certification
- ☐ Conflict of Interest Policy

16. AUTHORIZED SIGNATURE WARRANTY

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement. **In Witness Whereof**, the RECIPIENT and the AGENCY have executed this Agreement in duplicate originals, with one original being retained by each party.

CITY OF HIGH POINT

Signature	Date
Bobby Fitzjohn	
Printed Name	Title

NC DEPARTMENT OF PUBLIC SAFETY

Signature	Date
Allis Talley-Burton	Controller
Printed Name	Title



City of High Point

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

Master

File Number: 2024-056

File ID: 2024-056

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 02/07/2024

File Name:

Final Action:

Title: Consideration of a Task Order with CHA Consulting, Inc.
City Council is requested to approve a Task Order with CHA Consulting, Inc. in the amount of \$293,885 for professional engineering services and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: CHA Consulting

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: dona.turner@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	02/15/2024	Committee Recommended Approval	City Council	02/19/2024		

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Upper Boulding Branch Sanitary Sewer Evaluation— Professional Engineering Services CHA Consulting Inc.	
FROM: Robby Stone – Public Services Director Derrick Boone – Asst. Public Services Director	MEETING DATE: February 19, 2024
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Scope of Services Map	

PURPOSE: To approve a Task Order with CHA Consulting, Inc. for the professional engineering services to evaluate the sanitary sewer system in the Upper Boulding Branch sewer basin. The City has a Master Agreement for Professional Services with CHA Consulting, Inc.

BACKGROUND: The Public Services Department utilized CDM-Smith to update the 2019 Wastewater Master Plan, which included the Upper Boulding Branch sewer basin due to known capacity issues within the basin's gravity system. The expanded master plan includes a more detailed analysis of the Upper Boulding Branch sub-basin following the collection of additional data and hydraulic modeling evaluating inflow and infiltration (I/I) throughout the system that has caused excessive surcharging and increased risks of overflows. The work will include manhole inspections, smoke testing, wet weather inspections, and the development of an engineering and sewer rehabilitation master plan for the basin to further evaluate and detail the anticipated improvements.

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

RECOMMENDATION/ACTION REQUESTED: The Public Services Department recommends Council approve this Task Order for professional engineering services to CHA Consulting, Inc. in the amount of \$293,885 and to authorize appropriate city staff to execute all necessary documents.



TASK ORDER NO. 1 – MANHOLE INSPECTIONS AND SMOKE TESTING
TO THE MASTER AGREEMENT DATED APRIL 1, 2023

The City of High Point (City) has retained CHA Consulting, Inc. (CHA) to perform sanitary sewer evaluation services (SSES) in the City's Upper Boulding sewer basin. The SSES work will identify inflow and infiltration (I/I defects) throughout the system that are causing system surcharging and increased flow volumes during rain events.

CHA will summarize all SSES work in a Sewer Rehabilitation Master Plan. The Master Plan will include a specific, systematic plan for sewer rehabilitation construction moving forward with estimated rehabilitation costs. CHA will work closely with the City to review budgets and future plans so that the rehabilitation work is phased as necessary. The Master Plan may include a 5-year and/or a 10-year plan depending on the findings from the SSES work.

This Task Order No. 1 outlines our project scope and the associated engineering fees for the SSES work (manhole inspections, smoke testing and wet-weather inspections) and Sewer Rehabilitation Master Plan.

Background

CDM Smith developed a Sanitary Sewer Master Plan for the City in 2019. The Master Plan defined areas with capacity issues and excessive I/I. The Master Plan identified the City's Upper Boulding sewer basin as having excessive I/I and as being the highest priority for I/I reduction due to downstream capacity restraints. CDM Smith recommended that flow monitoring be performed within the Upper Boulding basin to divide the overall basin into mini-basins and further identify the sewers with the highest I/I rates and volumes.

CDM Smith performed the mini-basin flow metering from March 20, 2019 to June 13, 2019 and summarized the results of the metering in a letter/memorandum dated April 28, 2020. Nine flow meters (labeled UB_1 through UB_8 and 2018_B) were installed throughout the Upper Boulding basin. Refer to the CDM Smith letter dated April 28, 2020 for the meter locations and mini-basin boundaries.

The largest metered rain occurred on June 7, 2019. CDM Smith reported wet-weather peaking factors for that rain event at each meter as listed below. The wet-weather peaking factor equals the peak wet-weather flow divided by the typical average dry-weather flow.

<u>Mini-Basin</u>	<u>Wet-Weather Peaking Factor</u>
UB_1	13.0
UB_2	8.6
UB_3	9.0
UB_4	14.8
UB_5	8.3
UB_6	18.7
UB_7	13.4

UB_8	6.5
2018_B	4.5

The wet-weather peaking factor provides an indication of how high the flows increase from typical average flows during the rain event due to I/I, and more specifically due to inflow. Inflow is that surge of water into the system from runoff and direct/quick entry of rainwater into the sewer system. Inflow (high peak flows and peaking factors) leads to sewer system surcharging during rain events.

For the Upper Boulding basin, CDM Smith recommended focusing on I/I reduction in due to downstream capacity restraints. The high wet-weather flows are causing the downstream capacity issues. Thus, the initial focus of the City's sewer rehabilitation program should be to reduce the peak wet-weather flows (reduce the inflow). The focus of this Task Order is to find the inflow defects through targeted SSES and to develop a plan to address the defects and thus remove inflow from the system.

CDM Smith recommended that I/I reduction efforts, SSES and rehabilitation should be performed in all mini-basins except UB_2. CDM Smith based this conclusion on a cumulative I/I ranking using peaking factors as well as I/I rates and R-values. Refer to CDM Smith's April 28, 2020 letter for more information.

The initial focus of this program will be inflow reduction. CHA considers the wet-weather peaking factors (inflow) to be excessive in all of the mini-basins, including UB_2. The peaking factor in UB_2 during the June 7, 2019 rain event was 8.6, which is considered excessive (including in the CDM Smith summary) and should be addressed. As such, we recommend that SSES be performed in all of the mini-basins to maximize the potential inflow reduction.

This Task Order includes manhole inspections and smoke testing which are the primary SSES techniques to locate sources of inflow. Sewer TV inspections will be performed later in the program based on the results of the SSES work. The TV inspections may be included in the construction contract if a find-and-fix type program is undertaken (avoids paying for the same TV inspections twice).

Task 1 – Perform Manhole Inspections

CHA will proceed with Manhole Inspections immediately upon authorization. If possible, we prefer to inspect manholes in the wetter winter months under elevated groundwater conditions to identify active infiltration leaks.

All manholes in the Upper Boulding basin will be inspected during this project. The CDM Smith April 28, 2020 letter included the following breakdown of manholes:

<u>Mini-Basin</u>	<u>Number of Manholes</u>
UB_1	122
UB_2	140 (not included in CDM's letter)
UB_3	116
UB_4	126



UB_5	187
UB_6	109
UB_7	65
UB_8	88
2018_B	<u>226</u>
TOTAL	1,179

CHA will perform the manhole inspections as follows:

- Perform a complete inspection of all manholes that can be accessed and located from top to bottom to identify the materials of construction (precast, brick, block, etc.), manhole diameter, depth, cover elevation (flush with grade, raised, etc. – not a surveyed elevation), information on the manhole cover, and all else related to the as-built condition of the manhole.

Identify manhole/structure defects including whether there is evidence of surcharging, information of the flow appearance and color, information on the manhole exterior (if applicable), information as to whether storm water runoff can enter the sanitary manholes (infiltration and inflow), information on the how the frame fits on the manhole, manhole wall condition, bench and invert condition, information on the pipe connections at the manholes, information on the manhole steps, information on any odors or corrosion, and all else that is a visible manhole defect. Any defects requiring immediate attention will be communicated to the City upon discovery.

- Confirm pipe sizes in and out of manholes and structures. The price included herein does not include entering manholes to perform this work. CHA will use best available methods to identify pipes sizes from the top-side inspection. If manholes have to be entered to obtain pipe sizes, cost impacts will be discussed with the City. CHA's crews are fully trained and certified to enter manholes (confined spaces).
- Confirm the City's maps of the manholes and piping and mark any changes on the maps.
- Observe exposed pipes (aerial crossings) and creek erosion issues as the manhole inspections are being performed to identify potential major sewer failures and washouts. CHA will report observations to the City.

All manhole inspections will be stored in field tablets. At the conclusion of the manhole inspection work, CHA will provide the inspections in digital format to the City for integration with the City's GIS if desired. CHA will also provide marked up maps to identify field changes that were noted during the inspections so that the City can update their GIS.

CHA will summarize all inspections in a spreadsheet. The spreadsheet will include recommended manhole rehabilitation with estimated costs. The spreadsheet and summary of identified defects will be incorporated into the Master Plan.



This scope of work does not include surveying the manholes. Survey may be added by the City under a future task order. Accurate rim elevations of the manholes are critical when comparing manhole rim elevations along creeks with known flood elevations (to determine if manholes are being inundated during flood events). CHA will perform a review of the manhole as-built data during development of the Master Plan to determine if additional survey is needed for to complete the analysis.

Task 2 – Perform Smoke Testing

CHA will proceed with Task 2 upon completion of the manhole inspections. We may begin the smoke testing during the manhole inspections if the conditions are appropriate. We prefer to perform the smoke testing in the dryer summer months during low groundwater conditions to allow the smoke to properly escape from the ground so that defects can be identified.

All sewers in the Upper Boulding basin will be smoke tested during this project. The CDM Smith April 28, 2020 letter included the following breakdown of sewer lengths:

<u>Mini-Basin</u>	<u>Length of Sewer (feet)</u>
UB_1	24,324
UB_2	31,060 (not included in CDM's letter)
UB_3	25,000
UB_4	25,815
UB_5	29,510
UB_6	23,232
UB_7	16,458
UB_8	16,608
2018_B	<u>45,420</u>
TOTAL	237,427

CHA will smoke test all sewer segments in the Upper Boulding basin to locate sources of rainfall dependent I/I (RDII), primarily inflow defects (quick runoff of rainwater into the sewer system). The smoke testing process will follow pre-established schedules and notification procedures as agreed upon with the City. In general, CHA will perform the smoke testing as follows:

- CHA will distribute smoke testing notices (door hangers) two to three days in advance of the work. We typically like to notify on a Thursday or Friday for the smoke testing work being performed the following week. We will submit a sample notice to the City for review and approval. We will include City contact information on the notice as requested.
- CHA will notify dispatch (if available) and all emergency services each day prior to smoke testing.
- CHA will perform the work using Hurco smoke blowers and liquid smoke. The smoke is odorless, non-toxic and non-staining.



- CHA will limit smoke testing setups to 800 feet of sewer at a time to maximize pressurization of the system. Flow will be partially blocked as necessary to pressurize the system. Wastewater flow will not be interrupted.
- CHA will generate a sketch of each leak. All leaks will be located to two or three permanent markers so that the defect can be readily located again. In addition, GPS coordinates of all leaks will be captured. Further, digital pictures of the leaks will be taken. Any defects requiring immediate attention will be communicated to the City upon discovery.
- CHA field crews will also note the characteristics of the area surrounding the defect, including the potential for inflow during rain events. Smoke leaks will be prioritized for repair based on the potential for inflow to enter the leak. Leaks will also be identified as “public side” leaks and “private side” leaks.
- CHA will store all leaks in Trimble GeoXT units and/or Field Tablets. This data will then be transferred into our databases/spreadsheets for storing and merging with other SSES work and/or with the City’s GIS system.
- CHA will develop a final summary spreadsheet that identifies smoke leaks (public side and private side) and presents recommended repairs along with estimated repair costs. The summary spreadsheet will be included in the Master Plan.
- CHA will meet with the City to review the smoke testing defect summary and rehab recommendations. CHA will also deliver the field data and sketches of the defects.

Task 3 – Wet-Weather Inspections

CHA field crews will mobilize to the Upper Boulding basin to perform inspections during large rain events. Wet-weather inspections often identify additional I/I defects not visible during traditional SSES (such as flooded roads not draining properly and inundating manhole covers) and also can help isolate sewers with high I/I (inspecting manholes during rain events may help to isolate which segments have high I/I based on flow levels and/or the presence of clear water).

CHA will drive the basin looking at manholes during the rain, will walk easement areas subject to flooding, and will open manholes at key locations to observe flow levels. An upper limit allowance of \$10,000 is included for this Task. Wet-weather inspections will be billed on an hourly basis based on our current rate schedule.

Task 4 – Engineering and Sewer Rehabilitation Master Plan Development

This task includes all project meetings, overall program development, and engineering analysis and evaluations related to Tasks 1, 2 and 3, including reviewing the field data and inspections, summarizing the data, determining the needed and recommended rehabilitation, and estimating rehabilitation costs.



This task also includes development of a Sewer Rehabilitation Master Plan for the Upper Boulding basin. We will meet with the City to discuss any past rehabilitation projects in the basin, any planned sewer work in the basin, known maintenance issues and routine clean areas/hotspots, existing repair backlog (if exists), and any available inspection data (such as TV, SSES, work order history, customer calls, etc.), and any previous or reoccurring dry-weather and wet-weather SSO locations and details/causes to help perform a high-level condition assessment.

CHA will integrate this information with the results of the SSES work being performed under this Task Order No.1 into an overall Sewer Rehabilitation Master Plan for the Upper Boulding basin. The Master Plan will include a specific, systematic plan for sewer rehabilitation construction moving forward with estimated rehabilitation costs. CHA will work closely with the City to review budgets and future plans so that the rehabilitation work is phased as necessary. Specific yearly projects and the recommended construction approach for performing those projects will be included and detailed. The Master Plan may include a 5-year and/or a 10-year plan depending on the findings from the SSES work. The Master Plan will establish goals and objectives for the I/I reduction and rehabilitation work and define timeframes for accomplishing the goals. The goals and timelines will be correlated to the CDM Smith Sewer Master Plan referenced herein.

Compensation

This Task Order establishes an upper limit amount that cannot be exceeded unless written authorization is provided by the City. The budgeted upper limit cost for the work defined herein is \$293,885 as follows.

Task 1 – Manhole Inspections = 1,179 manholes at \$135/manhole =	\$159,165
Task 2 – Smoke Testing = 237,427 ft at \$0.42/ft =	\$99,720
Task 3 – Wet-Weather Inspections = (upper limit allowance; billed hourly as/if inspections performed)	\$10,000
Task 4 – Engineering and Master Plan Development = (upper limit allowance; billed hourly)	<u>\$25,000</u>
Total Upper Limit Amount =	\$293,885

Additional Services

Services not detailed herein may be performed under a future Task Order. These services may include the following:

- Additional SSES work if the number of manholes to be inspected is greater than estimated and/or additional smoke testing is required
- Inspect manholes using CHA's IBAK Panoramo SI and/or EnviroSight CleverScan manhole scanning equipment to perform high-resolution structural assessment of manholes.



- Survey manholes using survey-grade GPS equipment – locations and rim elevations
- CCTV inspection of portions of the collection sewers.
- Rehabilitation Design, Bidding and Construction Administration Services
- Flow Monitoring Services (Pre- and/or Post-Rehabilitation Flow Monitoring)

Work Authorization and Project Implementation

We will begin work immediately when authorized and will provide a project schedule upon authorization. Manhole inspections will commence within two weeks from authorization. The ideal months for manhole inspections are typically the winter and spring months during times of elevated groundwater levels. Smoke testing will follow manhole inspections (or begin during the manhole inspections) and ideally be performed in the drier summer months. We expect the entire project duration to be no more than 8 months. All services and compensation under this Task Order shall be in accordance with the Master Agreement dated April 1, 2023.

IN WITNESS WHEREOF, the CONSULTANT and the OWNER have executed this Contract as of the date written below.

OWNER:

CITY OF HIGH POINT

By: _____

Name: _____

Title: _____

Date: _____

CONSULTANT:

CHA CONSULTING, INC.

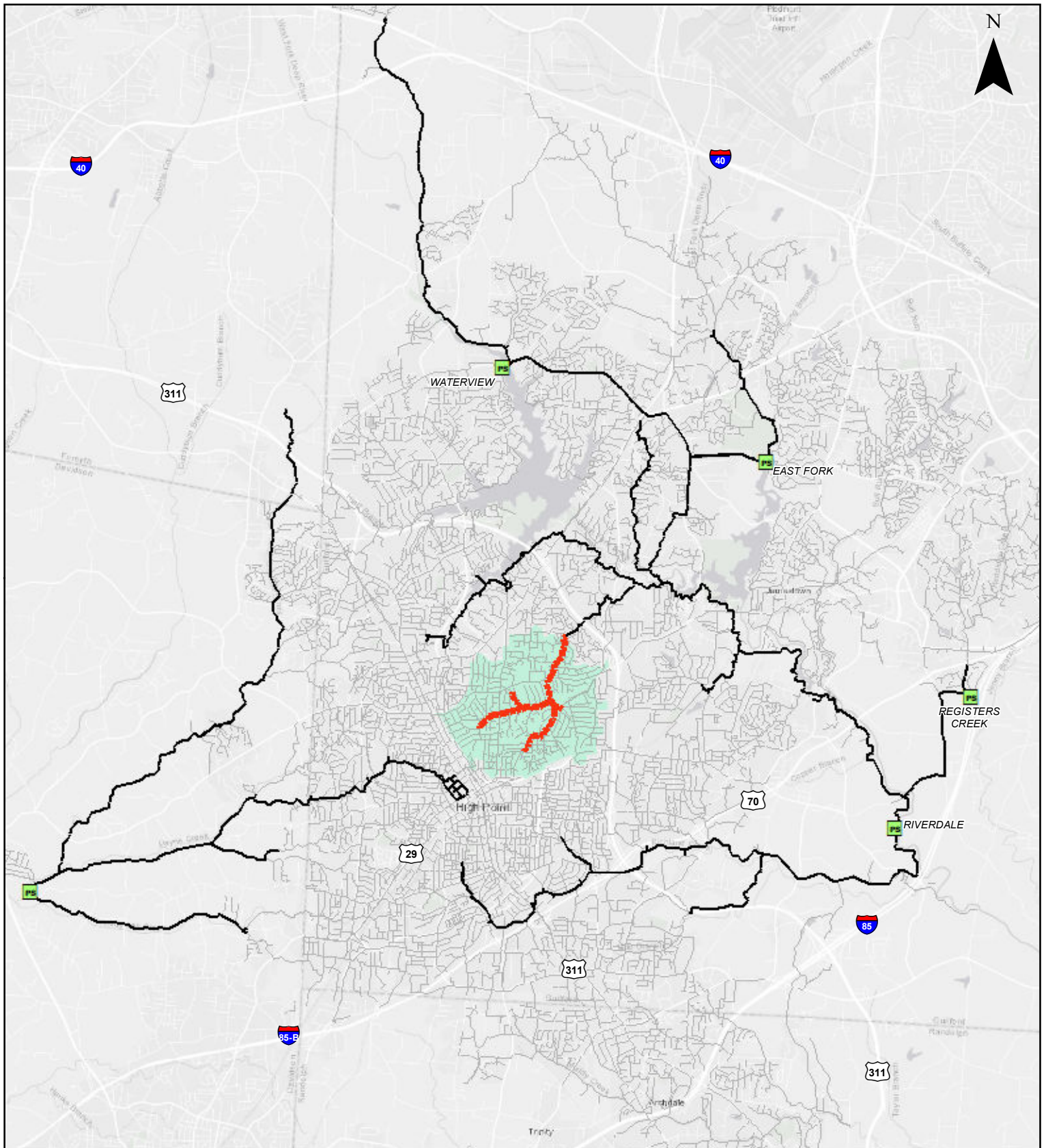
By: Aaron M. Frazier

Name: Aaron. M. Frazier

Title: Business Practice Leader

Date: January 30, 2024





Legend

-  Wastewater Treatment Plant
-  Pump Station
-  Modeled Pipe
-  Upper Boulding Model Expansion
-  Upper Boulding Basin

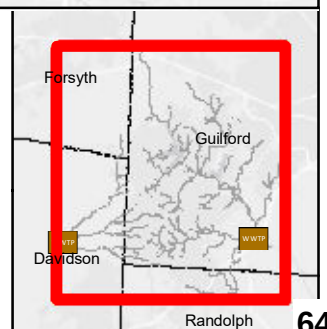
Figure 1
Expanded
Upper Boulding
Model

High Point, NC

1 in = 11 miles

0 5 10
Miles

CDM
Smith





City of High Point

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

Master

File Number: 2024-057

File ID: 2024-057

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 02/08/2024

File Name:

Final Action:

Title: Consideration of a Task Order with Black and Veatch International Company
City Council is requested to approve a Task Order with Black and Veatch International in the amount of \$215,000 for professional engineering services to evaluate the Waterview sanitary sewer system and to authorize appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Task Order - Black and Veatch- Waterview LS

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: dona.turner@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	02/15/2024	Committee Recommended Approval	City Council	02/19/2024		

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Waterview PS, Force Main, and Gravity Sewer Improvements — Professional Engineering Services Black and Veatch International Company	
FROM: Robby Stone – Public Services Director Derrick Boone – Asst. Public Services Director	MEETING DATE: February 19, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Scope of Services Map	

PURPOSE: To approve a Task Order with Black and Veatch for the professional engineering services to evaluate the Waterview sanitary sewer system. The city has a Master Agreement for Professional Services with Black and Veatch.

BACKGROUND: The City of High Point owns and operates the existing 3.6 MGD Waterview Pumping Station (PS) and associated force main and gravity sewers. Growth in the northern portion of the Waterview basin and limited downstream receiving sewer capacity is driving the need to expand the Waterview PS and associated pipelines. The Waterview Pumping Station Preliminary Engineering Project will evaluate the needed capacity and pump station upgrades to determine the best way to increase capacity, hydraulic evaluations, gravity sewer and force main sizing and routing, and other system improvements needed to provide the necessary capacity for the Waterview basin.

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

RECOMMENDATION/ACTION REQUESTED: The Public Services Department recommends Council approve this Task Order for Professional Engineering Services to Black and Veatch International Company in the amount of \$215,000 and to authorize appropriate city staff to execute all necessary documents.



February 6, 2024

City of High Point
211 S. Hamilton Street
High Point, NC 27260

Attention: Robby Stone, PE – Public Services Director

Subject: **Waterview PS, Force Main, and Gravity Sewer Improvements Project**

Dear Mr. Stone:

Attached for your approval is Attachment A Scope of Services and Attachment B Compensation for the subject Project. The City of High Point owns and operates the existing 3.6 MGD Waterview Pumping Station (PS) and associated force main and gravity sewers. A 2023 update to the 2019 Sanitary Sewer Master Plan (SSMP) shows that the downstream Riverdale Pump Station can be expanded, and that effort is underway. Growth in the northern portion of the Waterview basin and limited downstream receiving sewer capacity is driving the need to expand the Waterview PS and associated pipelines.

The Waterview Pumping Station PER Project will evaluate the needed capacity and evaluate the new pumping station to determine the best way to increase capacity, hydraulic evaluations, gravity sewer and force main sizing and routing, and other system improvements needed to provide the necessary capacity for the Waterview basin.

We appreciate and look forward to the opportunity to work with you and your staff on this important project.

Very truly yours,

Black & Veatch International Company

Mike Osborne, PE
Associate Vice President

D. Lee Campbell, Jr., PE
Project Manager

ATTACHMENT A SCOPE OF SERVICES

Owner: City of High Point, North Carolina
Engineer: Black & Veatch International Company
Project: Waterview Pump Station, Force Main, and Gravity Sewer Improvements

This Scope of Services outlines the preliminary engineering for the Waterview Pump Station, Force Main, and Gravity Sewer Improvements Project (herein after referred to as “Project”). The Scope of Services for detailed design, permitting, bidding, and construction administration and inspection services are not included herein and are anticipated to be contracted later as an amendment to this Agreement.

The City of High Point (hereinafter referred to as “Owner”) owns and operates the existing 3.6 MGD capacity Waterview Pumping Station (PS) which pumps to the Riverdale Pump Station and ultimately to the Eastside WWTP. An addendum to the Sanitary Sewer Master Plan (SSMP) completed in November 2023 noted that Riverdale Pump Station will be expanded from 30 MGD to 45 MGD, and therefore could receive more additional flow. The original SSMP completed in 2019 noted that Riverdale PS could not be expanded and therefore planning had focused on diverting flow away from the Riverdale basin. Growth in the northern portion of the Waterview basin and limited downstream receiving capacity is driving the need to expand Waterview PS and associated pipelines.

The major components of the facilities anticipated to be evaluated under this project include a new pumping station adjacent to or on the existing Waterview PS site, influent gravity sewer upsizing, receiving gravity sewer upsizing, and a new force main. The capacity of the new pump station will be evaluated and it is assumed to have a firm capacity of 6.8 MGD as indicated in the SSMP. Other considerations include odor control as there have been odor complaint issues in the receiving sewer and a condition assessment of the existing Waterview PS to determine what may be utilized as part of a new or improved pump station facility.

The preliminary engineering for the Waterview PS & Pipelines Project will include evaluations of the following elements:

- Evaluation of existing Waterview PS for potential to expand the station or reuse key components of the station
- Hydraulic/Pumping evaluation
- Sizing and routing of approximately 14,400 LF of influent gravity sewer, 21 to 27 inches
- Sizing and routing of approximately 12,100 LF of 16 inch force main
- Sizing and routing of approximately 13,000 LF of receiving gravity sewer, 18-30 inches
- Necessary improvements to downstream receiving gravity sewer.

The Scope of Services is anticipated to be performed as follows:

Preliminary Engineering Services

Preliminary Evaluations 5 months

Preliminary Engineering Report 2 months

PHASE 1000. PROJECT MANAGEMENT AND ADMINISTRATION

A. Administration and Coordination.

1. Conduct a project initiation meeting to clarify Owner's requirements for the project; review available data and project organization and staffing; and present initial work plan and schedule.
2. Conduct consultations and meetings with State and Federal agencies concerning the project to determine their requirements. One meeting is anticipated.
3. Arrange for and participate in five monthly project meetings with Owner to review progress and exchange ideas and information.
4. Prepare and distribute the minutes for project meetings. Minutes for the project meetings will include a record of decisions made and why those decisions were made.

B. Provide project management and administration for a 7-month period to:

1. Correspond and consult with City,
2. Coordinate activities of the Engineer's project team,
3. Develop and implement specific work plans, procedures and a quality control and quality assurance plan, and
4. Provide overall project direction to Engineer's personnel to meet City's objectives.
5. Maintain a project filing system throughout the life of Project to use for storage and retrieval of project documents.
6. Prepare monthly invoices and status reports to document Project progress.

PHASE 2000. PRELIMINARY ENGINEERING

A. Preliminary Evaluations

1. Hydraulic/Pumping Evaluation. Utilizing the existing collection system model and the population projections from the 2019 City of High Point Sanitary Sewer Master Plan provided by Owner, Engineer will conduct evaluations of the existing and future collection system to determine the following pertaining to the new PS:
 - a. Identification of planning period flow projections that will enter into the collection system serving the Waterview PS. Owner will be asked to confirm any new flows not captured in the 2019 Master Plan.
 - b. Selection of current and future pumping station capacities for the new Waterview PS.
 - c. Evaluate type, quantity, and capacity of the pumping units for the new PS.
 - d. Develop system head curve data for current and future conditions. Select operating conditions of pumping units (flow, head, horsepower, speed).
 - e. Evaluate surge potential and associated surge mitigation measures needed at pumping station.

It is assumed the existing model is calibrated, additional calibration is not required, and no adjustments to population projections or planning period will be required.

2. Pump Station Evaluation. Engineer will identify and evaluate up to three potential scenarios for the new PS including a new pump station to meet firm capacity, expanding the existing Waterview PS, or a new station that operates in parallel with the existing Waterview PS. Engineer will visit the site to conduct an evaluation of the existing station and develop high level conceptual site layouts which can be applied to the three scenarios.
3. Pipeline Evaluations. Engineer will evaluate sizing and routing of new influent gravity sewer, force main, and downstream receiving gravity sewer. The evaluations will include the following:
 - a. Review existing inspection data such as CCTV data, but no new inspection is included in this scope.

- b. Conduct a site visit to evaluate routes of proposed pipelines. One day is budgeted for this effort.
 - c. Review record drawings of existing pipelines provided by the Owner to verify sizes, materials, and easement widths.
 - d. Routes will be evaluated and compared in terms of cost, easement needs, environmental impacts, and constructability. Up to three alternative routes will be evaluated.
 - e. GIS maps will be provided for the alternatives.
 - f. Environmental work will be limited to desktop analysis utilizing readily available information from various government sources such as US Fish and Wildlife, State Historical Preservation Office, and local GIS data. Field surveys for threatened and endangered species or wetland and stream identification are not included in this scope.
4. Pumping Station Facilities Evaluation. The pumping station is anticipated to utilize submersible pumps in a pre-cast wetwell assembly. An adjacent pre-engineered building will house the electrical gear (constant speed starters, step-down transformers, power panels, lighting panels, and communications panels). No interior plumbing is planned. Standby power generator and antenna for remote communications are included. Odor control system is anticipated to consist of carbon adsorption system for treatment of the submersible pump wetwell headspace. No provisions for screenings removal are included. The evaluation will include the following:
- a. Develop preliminary site plan with conceptual building floor plans.
 - b. Develop basic utilities services concepts, including standby power or redundant power supply.
 - c. Develop I/O and future CCTV requirements of new pump station for use in the evaluation and development of the communication infrastructure requirements between new pump station and existing SCADA system.
5. Preliminary Evaluation Workshops. Two Workshops will be conducted with Owner to review and discuss the Preliminary Evaluations, obtain feedback, and select improvements to be designed. Engineer will prepare and distribute meeting minutes for the workshops which will include a record of decisions made. The selected improvements will be documented in the Preliminary Engineering Report described below.

B. Preliminary Engineering Report

- 1. A Preliminary Engineering Report (PER) will be prepared to provide a summary of design data and other information to be used for a basis of design

for the facilities. Tabular format will be used where practical. The PER will include pertinent information from the preliminary evaluations and detailed information as required to provide the following information:

- a. Horizontal and Vertical Datum.
 - b. Applicable codes and standards.
 - c. General site and new facilities layout.
 - d. GIS mapping of selected pipeline routing.
 - e. Process equipment listings, including size and type.
 - f. Major electrical, instrumentation and control systems description.
 - g. Description of emergency standby power provisions.
 - h. Auxiliary systems descriptions, e.g., sampling systems, security systems.
 - i. Special instructions from Owner, e.g., standardized equipment.
 - j. Permitting log.
 - k. Opinion of Probable Construction Cost.
2. Conduct quality control review and revise as required.
 3. Review workshop. Conduct a review workshop with Owner to review and discuss the design memorandum and obtain feedback. Engineer will prepare and distribute minutes for workshop which will include a record of decisions made.

PHASE 3000. OWNER'S RESPONSIBILITIES

- A. The Owner will be responsible for the following in support of this project.
 1. Provide all information on existing facilities.
 2. Provide access to existing facilities as appropriate.
 3. Operation of all valves, pumps, and other equipment.
 4. Easement negotiations and acquisitions.

PHASE 4000. SUPPLEMENTAL SERVICES

- A. Any work requested by Owner that is not included in one of the items listed in any other phase will be classified as supplemental services.
- B. Supplemental services shall include, but are not limited to:
 - 1. Additional meetings with local, State, or Federal agencies to discuss the project.
 - 2. Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.
 - 3. Special consultants or independent professional associates required by Owner.
 - 4. Changes in the general scope, extent, or character of the project, including, but not limited to:
 - a. Changes in size or complexity.
 - b. Owner's schedule, design, or character of construction.
 - c. Revision of previously accepted studies, reports, design documents, or construction contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, documents, or designs; or are required by any other causes beyond Engineer's control.
 - 5. Design, Permitting or construction services
 - 6. Additional permitting or regulatory meeting assistance.
 - 7. Value engineering reviews or services.
 - 8. Coordination of and expenses for trips with Owner to other facilities to review facility features and operation and maintenance requirements of process.
 - 9. Hazardous materials testing and subsequent provisions for hazardous materials handling and disposal.
 - 10. Any additional development, calibration or population projections of Owner's existing collection system model.
 - 11. Hydraulic evaluation and flow projections of other pumping stations beyond the new Waterview PS.
 - 12. Land acquisition assistance for new pump station site and pipeline easements.

13. Field investigations including site survey and geotechnical for new pump station and pipelines.
14. Environmental investigations for new pump station and pipelines.
15. Inspections of existing pipes.

ATTACHMENT B

Owner: City of High Point, North Carolina
Engineer: Black & Veatch International Company
Project: Waterview Pump Station, Force Main, and Gravity Sewer Improvements

COMPENSATION

For services covered by this Contract, the Owner agrees to pay Engineer as follows:

- A. For Phase 1000- Project Management and Administration and Phase 2000-Preliminary Engineering as defined in Attachment A of the contract, a lump sum amount of \$215,000.
- B. For Phase 4000-Supplemental Services as defined in Attachment A of the contract, Owner and Engineer will negotiate a written amendment to this contract prior to beginning work on Supplemental Services.



Waterview Lift
Station



City of High Point

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

Master

File Number: 2024-059

File ID: 2024-059

Type: Ordinance

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 02/11/2024

File Name:

Final Action:

Title: Consideration of a Budget Ordinance Amendment for Fleet Services
City Council is requested to approve a Budget Ordinance Amendment to transfer existing appropriations to the central services fund and appropriate higher than expected Fleet Services revenues for vehicles and other rolling stock purchases. (Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Fleet Services Adjustment - Budget Ordinance Amendment

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	02/15/2024	Committee Recommended Approval	City Council	02/19/2024		

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Fleet Services Adjustment – Budget Ordinance Amendment	
FROM: Stephen Hawryluk, Budget and Performance Director	MEETING DATE: February 19, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Budget Ordinance Amendment	

PURPOSE: To transfer existing appropriations to the central services fund and appropriate higher than expected Fleet Services revenues for vehicles and other rolling stock purchases.

BACKGROUND: The Fleet Services Department budgets for replacement of vehicles and other rolling stock annually. When new vehicle and/or other rolling stock (additions to the fleet) purchases occur, the respective departments fund the purchase in the form of a transfer of funds to the central services fund, where the Fleet Services budget resides.

Over the course of the fiscal year, additions to the fleet have occurred and the proposed amendment transfers funds to cover the costs of these purchases. They include the following:

Engineering: \$80,665 for two vehicles for two project manager positions that were added as part of a department reorganization last year.

Additionally, due to higher expected replacement costs, as well as the availability of inventory, additional Police vehicles were purchased as part of this year's replacement schedule. Better than expected Fleet Services revenues will cover the cost of these vehicles, totaling \$239,391.

Lastly, a vehicle for Customer Service was totaled and the replacement cost is \$45,000. The vehicle was scheduled for replacement in the next fiscal year. Better than expected Fleet Services revenues will allow the vehicle to be replaced now.

BUDGET IMPACT: General fund dollars have been identified for the two vehicles for Engineering Services. Additional Fleet Services revenues will cover the cost of the Police and Customer Service vehicles.

RECOMMENDATION/ACTION REQUESTED: The Budget and Evaluation Department recommends and requests that the City Council approve the budget ordinance amendment for Fleet Services.

“AN ORDINANCE AMENDING THE 2023-2024 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO ADJUST THE FLEET SERVICES BUDGET FOR ADDITIONAL VEHICLE PURCHASES

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

Section 1. The proposed amendment transfers existing appropriations from departmental budgets and appropriates additional revenue for the purchase of new and replacement vehicles and other rolling stock. This includes funding for vehicles for Engineering Services (\$80,665), Police (\$239,391) and Customer Service (\$45,000).

Section 2. The 2023-2024 Budget Ordinance of the City of High Point should be amended as follows:

(A) That the following Central Services Fund revenues be amended as follows:

Transfer from General Fund	\$80,665
Charges for Service	<u>284,391</u>
	\$365,056

(B) That the following Central Services Fund expenditures be amended as follows:

Vehicle and Other Rolling Stock Replacement	\$365,056
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Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

Adopted by High Point City Council, this the 19th day of February 2024

Cyril Jefferson, Mayor

ATTEST

Sandra Keeney, City Clerk



City of High Point

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

Master

File Number: 2024-060

File ID: 2024-060

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 02/11/2024

File Name:

Final Action:

Title: Consideration of a Task Order with CPL, Inc. Architecture/Engineering/Planning
City Council is requested to approve a Task Order with CPL, Inc.
Architecture/Engineering/Planning in the amount not to exceed \$748,800 for design services
related to the new Center for Active Adults and authorize the appropriate City Official(s) to
execute all necessary documents. (Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Agenda Item - CAA Design Contract CPL Feb 2024

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	02/15/2024	Committee Recommended Approval	City Council	02/19/2024		

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Design Contract – Center for Active Adults	
FROM: Lee Tillery, Parks & Recreation Director	MEETING DATE: February 19, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Proposal – CPL, Inc. Architecture/Engineering/Planning, Greensboro, NC	

PURPOSE: City Council is requested to award a Task Order for design services related to the new Center for Active Adults to CPL which currently has a Master Agreement for Professional Services with the City.

BACKGROUND: In 2019, \$12 million dollars in General Obligation Bonds were voted on and approved by citizens to go towards the construction of a new Senior Center, now called the Center for Active Adults. The City vacated the old Senior Center, previously located on Hamilton Avenue, in 2021 and is currently leasing space for Senior Programming services from High Point University in the Oak Hollow Mall. A Pre-Planning phase and study was conducted in the Fall of 2023, which centered around the future location and support amenities on the campus near Oakview Recreation Center, citizen input/surveys and a cost analysis based on our projected needs. The design process will be built off this information and include the following:

- Schematic Design
- Design Development
- Construction Documentation
- Construction Administration

The design phase is expected to take 9-11 months to complete. Our plan is to begin the recruitment and selection process for a Construction Manager At Risk (CMAR) soon after this contract is executed and have a contractor in place before Design Development.

BUDGET IMPACT: Project Scope is a not to exceed base of \$748,800 including standard reimbursables. Cost will be accounted for with 2019 General Obligation Bonds associated with the project.

RECOMMENDATION/ACTION REQUESTED: The Parks & Recreation Department recommends approval of this proposal and that appropriate City officials be authorized to execute all necessary documents.

Belmont Recreation Center, Belmont NC



Belmont Recreation Center, Belmont NC



Cabarrus County Library & Active Living Center, NC



PROPOSAL

City of High Point, NC Center for Active Adults

January 2, 2024



January 2, 2024

Lee Tillery, Parks & Recreation Director
City of High Point
211 S. Hamilton
High Point, NC 27261

RE: Center for Active Adults Design Consultation

Dear Mr. Tillery:

CPL is pleased to present our team's qualifications to be the planners and designers of the Center for Active Adults in the City of High Point. CPL has assembled a unique team—one that is comprehensive, multi-disciplined and has the creativity, expertise and experience to work with stakeholders to design such a special project. This project will serve as a thriving hub of activity and promote active lifestyles, healthy habits, and social networks. Our team shares these principles for the development of high-quality senior center facilities. We are excited to learn about your vision for this project and to work with your community and committee to envision spaces for the well-being of the City of High Point. Our team's particular qualifications include:

Extensive regional and national architectural and engineering experience in planning and designing Community facilities such as Community and Recreations Centers for people of various ages and backgrounds. Through these projects, we have experience with the design of community spaces, recreation centers, Parks and Recreation master plans, youth, teen, and senior activity areas, splash pads, pools, and incorporating active and passive recreation options. This experience includes Senior Centers for the cities of Kernersville, Burlington, Locust and Cabarrus and Randolph Counties

Familiarity with High Point. Our experience encompasses collaboration with the City on various projects, such as the renovation of the Broad Avenue Transit Center, the construction of the Landfill Administration Building, and the creation of site renderings for the High Point Library. This extensive engagement grants us a distinctive viewpoint on your community. Our vested interest in the city fuels our enthusiasm for planning a facility that not only meets but surpasses the expectations of the High Point community. We are eager to contribute to a project that promises to have a lasting positive impact for many years to come.

Our team is highly qualified and brings a depth of interdisciplinary experience and a passion for community projects. Rachel Nilson, AIA, and Kimberly Janiszewski, AIA, a High Point resident, bring community facility design experience and strong management capabilities. We will team with Davis Martin Powell (DMP), as they provide a diverse expertise in many aspects of civil, sanitary, and environmental engineering and deep knowledge of the City of High Point. Our MWBE partners include Lynch Mykins (SBE/HUB) for structural engineering and Palacio Collaborative (DBE/MBE/HUB) will provide cost estimating. We have current working relationships with all our consultants who bring a high level of local and relevant expertise to the project team.

We believe our team's experience working on Community/Senior Centers and specifically Active Living/Senior departments throughout North Carolina, has prepared us to successfully fulfill your goals. CPL is confident in our ability to provide the vision and services necessary to deliver an exceptional project for High Point! Thank you in advance for your consideration of our enclosed submittal.

With Best Regards,

CPL Architecture Engineering Planning

Rachel F. Nilson, AIA, NCARB
Vice President

CPL. We are architects, engineers, planners and technical specialists. We are community leaders, business owners and friends.

HISTORY

CPL Architects and Engineers, P.C. is a multi-disciplinary architecture, planning and engineering firm. Founded in 1975, our practice began as a small civil engineering office with six employees in upstate New York and has grown to become a firm of more than 500 professionals with 21 offices in seven states along the east coast. Our team of dedicated professionals offer expertise in architecture, engineering, planning and construction administration services.

PRIMARY SERVICING OFFICE & CONTACT

To effectively serve our clients, CPL operates three offices in North Carolina, with your primary servicing offices in Greensboro and Charlotte.

CPL Greensboro

400 Bellemeade Street, Suite 401
Greensboro, NC 27401

CPL Charlotte

6302 Fairview Road, Suite 102
Charlotte, NC 28210

Principal Leadership:

Rachel Nilson, AIA, NCARB
RNilson@CPLteam.com
980.275.5892

CPL's philosophy grows from:

- Our Belief in Full Service Capabilities
- Our Focus on Personal Attention
- Our Commitment to Principal Participation

Being full-service means bringing innovation to our clients in terms of service delivery. Our highly collaborative and multi-disciplined team is capable of solving every challenge posed by your project.

Our design professionals could literally create a city – from the earliest planning stages to the ribbon cutting– approaching every aspect of each project with full service, personal attention and principal participation. Our in-house expertise includes:

PRINCIPAL-LED

Every CPL contract is personally directed by a Principal/owner of the firm. With their professional reputation and personal integrity on the line, our Principals have genuine ownership in the success of every contract and project.

CORPORATE STRUCTURE

CPL is a privately held (shareholders) Design Professional Corporation (DPC), registered, fully licensed and originating in New York State. Our registered architectural staff includes specialists in civic, educational, and healthcare design. Our licensed engineering services include transportation and traffic engineering, bridge inspection and design, water and wastewater services, building systems engineering, environmental services and construction inspection.

Integrated Services

ARCHITECTURE

Our industry-leading architects are passionate about creating purposeful designs that reflect your spirit, spur productive change and make lasting impressions.

INTERIOR DESIGN

Through a strategic lens that balances both form and function, everything you see in a CPL interior space has been meaningfully designed.

MEP ENGINEERING

From the lighting and ventilation throughout your building to the fire protection measures taken, CPL provides smart and seamless solutions to your buildings.

MUNICIPAL SERVICES & PLANNING

Whether we're gathering data, creating concepts or developing long term plans, we make sure communities have all the tools and resources they need to thrive.

SUSTAINABILITY DESIGN

CPL's Design services are geared to reduce energy use and free up funds to deliver resilient designs that are sustainable and highly functional.

CREATIVE LABS

CPL Creative Labs is a group of innovators, creative thinkers, and doers, assembled to leverage emerging technologies to influence the design process.

Our vision for the City of High Point is driven by our unique specialization in Community and Recreation Center design.

Visioning and Visualization

The CPL team utilizes tools such as Miro Board (a virtual whiteboard), 3D Studio Max, Sketch Up Pro, Lumion, Enscape and Adobe Creative Suite in order to generate presentation graphics and renderings. These are used to demonstrate potential design solutions using the same model that will be used to generate the construction documents and pricing documents. These engaging applications allow the client and user groups to be involved in the creation and visioning of the project design. Graphics can also play a role in critical fundraising efforts. We also often use additional tools such as Mixed Reality, 3D Printing, and Reality Capturing to enhance the visioning process.

Financial Modeling

Our team works closely with our estimating team, then our CMAR team when they come on board, throughout the project to give active feedback on potential costs of options being considered so we don't get to the end of design only to learn the project will not be financially feasible. At the conclusion of concept design we will provide a detailed opinion of probable cost as

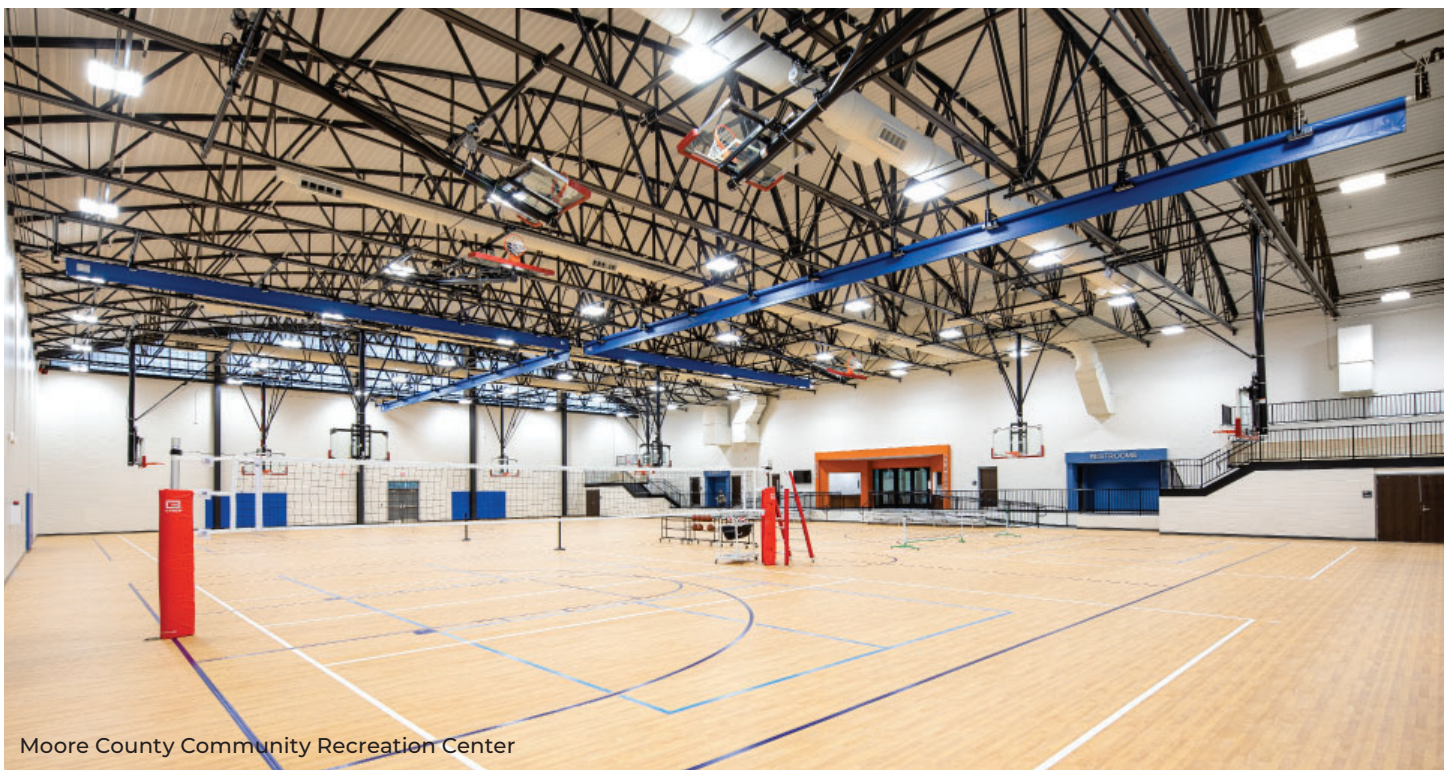
well as a full project budget. We look at more than just the construction cost but also can help your team determine additional costs outside of construction like telecom, furniture, equipment, moving, and permit fees.

History with High Point

Since our founding as Moser Mayer Phoenix Associates in 1986 and through our merger with CPL in 2017, Greensboro has been home to our office for 36 years. We have worked with the City of High Point and on projects within the City, on a continual basis, for nearly all of this time. Our most recent work for the City includes:

- On-Call Professional Services
- Police Department Training Center
- Landfill Administration Building
- Broad Avenue Transit Center
- Library Plaza Improvements and Master Plan

We have also completed numerous other projects in the City of High Point including:



Moore County Community Recreation Center

- Over two-million SF of downtown showroom space
- The Suites at Market Square
- Market Square on Main, Holland House, and various projects in the IHFC building
- Several projects in Piedmont Centre (where we also serve as the architectural design consultant reviewing all projects being developed in this office park)
- Truist Bank main office

Proximity to and demonstrated knowledge of the High Point, NC area is a crucial factor in our approach to community building and community center projects. With our offices strategically located in Greensboro, Charlotte, and Raleigh, CPL has a strong presence in the state, making us intimately familiar with the unique characteristics and needs of the City and its surrounding regions. Our extensive experience in this area, combined with our commitment to community-oriented design, allows us to create innovative and sustainable solutions that truly resonate with the local community. We understand the historical and cultural context of High Point, enabling us to design projects that seamlessly integrate into the fabric of the city while addressing its specific requirements for community development and recreational spaces. Our proximity and knowledge of the area serve as the foundation for our successful project execution for the Center for Active Adults.

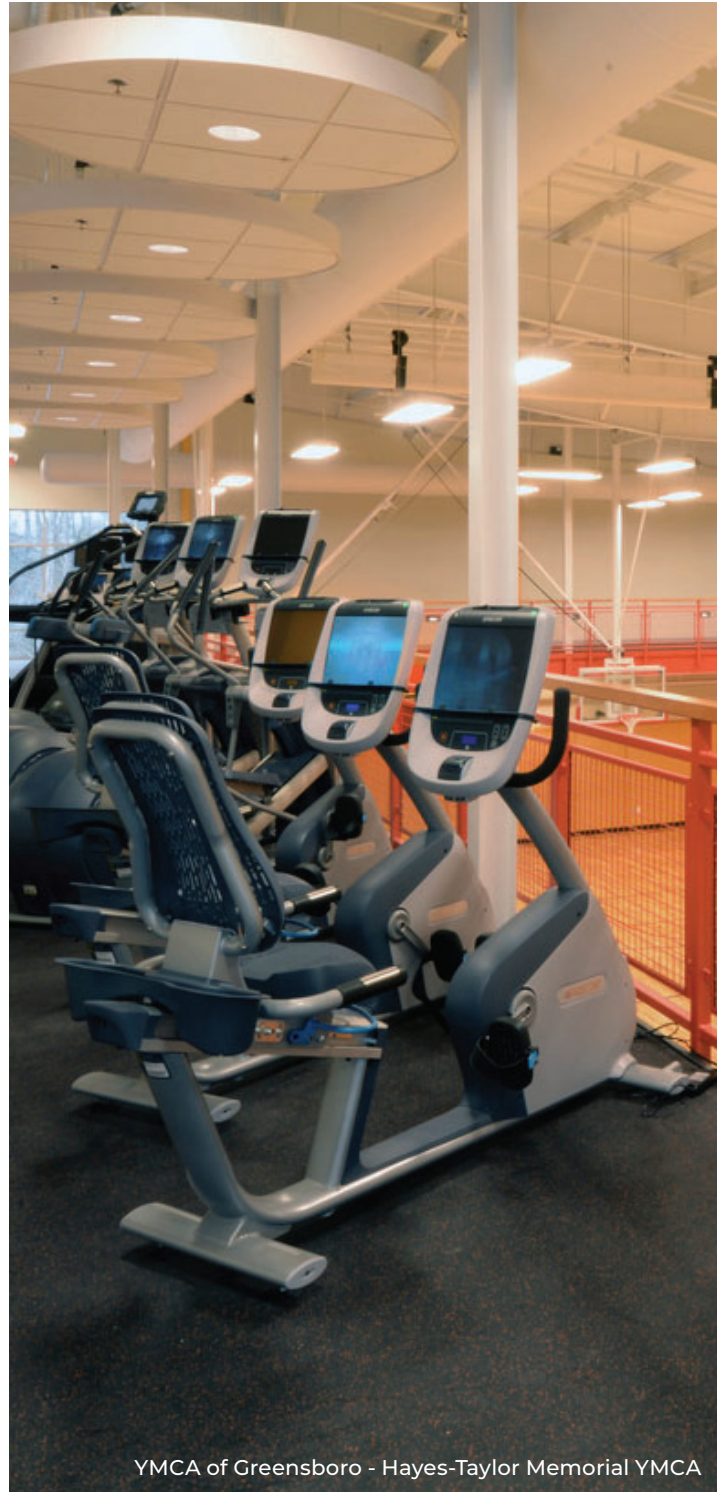
MWBE Participation

We understand that the inclusion of MWBE firms means the inclusion of diverse backgrounds and ideas. We believe that it is our responsibility to partner with minority firms whenever possible. We have excellent working relationships with many qualified MWBE firms. Through our continued collaboration with these firms, we meet and often exceed project MWBE firm utilization goals.

CPL collaborates with MWBE firms for a variety of needs including specialty design partners, MEP, civil, and structural engineers, landscape architects and site specialists, and professional cost estimators. CPL typically solicits MWBE firms based on a project scope. Once it is determined what the need is, we reach out personally to MWBE firms for teaming opportunities. We utilize MWBE eligible lists to identify potential teaming partners, in addition to our networking database of firms that we have communicated with.

We make it a practice to get to know our partners – not only the staff that we are currently working

with, but the managers of the firm and staff who we could potentially work with on future projects. This helps us to understand and promote the capabilities of our partners so that we strengthen our cross-team capabilities while providing opportunities for each other. For this project we are electing to partner with MWBE firms Lynch Mykins for Structural Engineering and Palacio for Cost Consulting.



YMCA of Greensboro - Hayes-Taylor Memorial YMCA

Meaningful Partnerships = Meaningful Projects

DAVIS • MARTIN • POWELL (DMP)

Civil/Site Engineering



Davis • Martin • Powell & Associates (DMP) is one of the most respected engineering and surveying firms in the Piedmont Triad area. The original Davis-Martin, Inc. was founded in 1965 by Bob Davis and Harold Martin; with Ed Powell joining the company in 1970. From its inception, DMP has provided professional services in Municipal Engineering, Land Development, Surveying, SUE. Over the years, our business has expanded by earning an excellent reputation with our clients, as well as local and state agencies, for quality of service and integrity. Long-term, repeat clientele are an excellent indicator of quality performance and success of projects designed and managed by DMP. We are proud to have many clients who have been relying on DMP for many years.

LYNCH MYKINS

SBE/WBE/HUB

Structural Engineering



Founded in 1974, Lynch Mykins offers design and construction administration services in the field of structural engineering. Other services include investigations of structural failures or accidents, feasibility studies, and design of special structures and foundations. LM has a proven track record of successful structural designs for nearly every conceivable building type over the last 40 years. They are also on the leading edge of technology in the area of sustainable design. LM strives to be at the forefront of computer technology, and maintains the hardware and software tools necessary for state-of-the-art high speed analysis and design. *Lynch Mykins has worked with CPL on the Moore County Recreation Center, City of Thomasville Memorial Park Pool and Community Center and City of New Bern Stanley White New Recreation Center.*

PALACIO COLLABORATIVE

DBE/MBE/HUB

Cost Estimating



Palacio Collaborative is a minority-owned full service construction cost management firm with 6 locations serving clients nationwide. A certified DBE, MBE, and NC HUB firm, their team has over 150 years of combined team experience in providing Clients accurate construction cost estimates through innovative tools and proactive collaboration. Palacio has completed over 90 parks + recreation projects nationwide including federal parks, local community spaces, and academic recreation facilities. *Palacio has worked with CPL on the Rolesville Community Center, Cabarrus County Library and Active Living Center Feasibility Studies, as well as the New Bern Stanley A. White Recreation Center.*

Meet Your Team.

CPL believes the way we work can add meaning and value to the world. That creativity inspires change, and sometimes coloring outside the lines brings a new perspective. That small details matter within the bigger picture. And above all, we believe that collaboration is the best way forward.

The CPL team is prepared and committed to supporting the City of High Point for the entire duration of your project. Our team is available to begin our work immediately.

We have long operated under the premise that the success of any consulting engagement is heavily dependent upon working well with other design consultants and matching the skills and experience of the individuals assigned to the team with the project. CPL, along with its subconsultants, can provide the professional services necessary with an emphasis on service, quality and experience. It takes listening, open communication and on-the-ground experience to do the work together that makes a real difference.

CITY OF
**high
point.**

Leadership Team

Rachel Nilson, AIA, NCARB
Principal-in-Charge

Kenneth C. Mayer, Jr., FAIA
Resource Principal

Kimberly Janiszewski, AIA, NCARB
Architecture

J. Alan Cox, AIA
Senior Center
Design Resource

Civil/Site Engineering



Structural Engineering



Cost Estimating

PALACIO



Rachel F. Nilson

AIA, NCARB

Principal in Charge | Vice President

With over a decade of experience, Rachel specializes in the design of community and senior recreation centers, along with other parks & recreation projects. She uses digital tools to convey design ideas, and financial modeling tools to ground her designs with the budget. Rachel plays a leading role in community engagement and works with all stakeholders. She has experience with both in-person and virtual engagement tools. Rachel designs these centers to be a true “community heart,” and believes in working as a trusted advisor to be a long term partner with all clients.

EDUCATION

Bachelor of Architecture, Minor in Sustainability Studies, Rensselaer Polytechnic Institute, School of Architecture

PROFESSIONAL REGISTRATION

Registered Architect: NC #13101, SC #10483

PROFESSIONAL AFFILIATIONS

- American Institute of Architects
- NCARB
- U.S. Green Building Council Member



For additional information about Rachel, please click on the QR code (left) with any smartphone.

PROJECT EXPERIENCE

Cabarrus County, NC Library and Active Living Center Complex, Mt. Pleasant, NC

Library and active living center; after the successful feasibility study and opinion of probable cost analysis, the project moved into full design

City of Locust, NC Senior Center

New Senior Center to serve Locust and Stanly County

Town of Kernersville, NC Recreation and Event Center

Schematic design through construction of the new 56,000 sq. ft. recreation and event center. Design includes 3 basketball courts, stage, fitness rooms and locker/team rooms

City of Belmont, NC Recreation Center

New, 40,000 sq. ft. recreation center

City of New Bern, NC Community and Recreation Center Study

New re-designed Stanley White Community and Recreation Center

City of Thomasville, NC Community Center with Aquatic Center

New pool and community center to replace a 1940s era facility; the design includes new council chambers

Moore County, NC Recreation Center

New 22,000 sq. ft. recreation center; the project also included a Master Plan

Colleton County, SC Recreation Center

Addition and renovation of a current recreation center

City of Rocky Mount, NC

Battle Park Master Plan

City of Greenville, SC, West Greenville and Nicholtown Community Centers

Feasibility Study and Facility Assessments

North Carolina Forest Service Mountain Island Education Center

New 5,000 sq. ft. Educational Center

YMCAs

YMCA of Wellsville & Olean and Bradford Regional YMCAs

City of Binghamton, NY Youth and Community Center

New Youth/Community Center for an approximately 17,000 sq. ft. building to include a gymnasium, community/activity/classrooms, offices, break room, locker area, restrooms, and a commercial kitchen to be used for community events as well as a teaching space.

Marlboro County, SC New Aquatics Complex

New pool and bath house



Kenneth C. Mayer, Jr.

FAIA, LEED AP

Resource Principal | Senior Vice President

Ken brings over 41 years of experience in the design and master planning of community, recreation, and athletics facilities. Highly engaged in his community, he understands the important elements of how to navigate projects for local governments: setting and meeting expectations, incorporating stakeholder needs, and staying within established budgets and schedules. Ken will ensure that the team brings this experience to the project.

EDUCATION

- Bachelor of Environmental Design, North Carolina State University
- Bachelor of Architecture, North Carolina State University

PROFESSIONAL REGISTRATION

- Registered Architect: NC, SC, VA, NY, FL
- LEED Accredited Professional
- National Council of Architectural Registration Boards

PROFESSIONAL AFFILIATIONS

American Institute of Architects

COMMUNITY ACTIVITIES

Vice-chairman - Greensboro College Board of Trustees

PROJECT EXPERIENCE

City of Asheboro, NC.

36,000 sq. ft. facility Randolph County Senior Adult Association

Town of Rolesville, NC

Community and Recreation Center Study

Cabarrus County, NC Library and Active Living Center Complex, Mt. Pleasant, NC

Library and Senior Center Complex

City of Thomasville, NC

New / Replacement Aquatic Center & Community Center

City of Belmont, NC

Community and Recreation Center

Town of Kernersville, NC

Community and Recreation Center Planning & Design

City of New Bern, NC

Stanley White Community and Recreation Center Study

City of Burlington, NC

15,000 sq. ft. Kernodle Senior Activity Center

City of Greensboro, NC

Senior Resources of Guilford 25,000 sq. ft. adaptive re-use of a former orthopedics clinic, and included work on two levels

Hayes-Taylor Memorial YMCA Greensboro, NC

Architectural design & programming for new facility

First National Bank Park, Greensboro, NC

- New Stadium for Greensboro Grasshoppers
- Expansions and Additions to Original Project

City of Asheville, NC

McCrory Baseball Park addition and Alterations

Guilford Technical Community College, Jamestown, NC

Athletics Complex Study

Guilford College, Greensboro, NC

- Alumni Gym Column Renovation and Pediment Repair
- Athletic Center Master Plan

Greensboro Coliseum, Greensboro, NC

- NBA-Development League Arena
- Swarm Fieldhouse Renovation

Bridgewater College, Bridgewater, VA

- Alumni Gymnasium Renovations
- Nininger Athletic Facility Renovation

Salem College, Building Conditions Assessment and Strategic Planning, Winston-Salem, NC

Building Documentation and Building Conditions Assessment services for four the Athletics Complex (18,708 sq. ft.) and Fitness Center (23,969 sq. ft.)



Kimberly Janiszewski

AIA, NCARB

Architecture

Kim provides architectural support to various teams, individuals and project managers for a wide range of project types, sizes and scopes. With over a decade of experience, she has come to enjoy the detailed side of projects and likes working out the intricacies of how projects go from a design concept to a tangible reality for end users. She also has a wealth of experience with BIM/ CAD and building codes, including aquatic/recreation centers and health department requirements. Kim, a High Point resident, is deeply committed to collaborating with the city and is genuinely invested in contributing to its progress.

EDUCATION

- Master of Architecture, North Carolina State University, 2015
- Bachelor of Architecture, North Carolina State University, 2013

PROFESSIONAL REGISTRATION

Architect: NC

PROFESSIONAL AFFILIATIONS

- Certified, National Council of Architectural Registration Boards (NCARB)
- American Institute of Architects, Member, NC

PROJECT EXPERIENCE

City of High Point, NC

- Landfill Administration Building
- Materials Recovery Facility Addition
- Museum and “Little Red” Schoolhouse
- High Point Library (Site Renderings)

YWCA, High Point, NC

Renovations including exterior facade, locker rooms, lobby and multi-purpose rooms.

City of Thomasville, Community Center with New / Replacement Aquatic Center, Thomasville, NC

Architect for a new pool and community center to replace a facility built in the 1940s. The facility includes new council chambers.

Town of Kernersville, Community and Recreation Center, Kernersville, NC

Architect for a new approximately 56,000 sq. ft. recreation and event center. Project to include 3 basketball courts, stage, fitness rooms and locker/team rooms.

City of Newburgh, Delano Hitch Aquatics Center, Newburgh, NY

Project Architect for the design of the new Delano Hitch Aquatics Center. The water features included in the facility are a 5 lane, 3,675 sq. ft. swimming pool that includes an ADA ramp access and 7,000 sq. ft. splash pad with 26 water features.

Also included is a new pool house consisting of changing rooms, toilet rooms, concession stand, check-in area, maintenance shed, pool equipment room, and a first-aid office. Also included was the removal and construction of a new parking lot.

City of Kingston, Dietz Stadium Improvements, Kingston, NY

Dietz Stadium Improvements including Andretta pool and pool house upgrades, new splash pad, bathroom and locker upgrades

Marlboro County, SC New Aquatics Complex

New pool and bath house

Greensboro Coliseum, Greensboro, NC

Swarm Fieldhouse Renovation

City of Asheboro, McCrary Ballpark Renovations, Asheboro, NC

A master plan for the comprehensive revitalization of historic McCrary Ballpark was developed. Scope of work includes a synthetic turf field, new grandstands (with press box), a Fan Zone plaza with new concessions, restrooms, and ticket office/ memorabilia store, and beer garden. Additional features include a locker room building to accommodate four (4) teams, new dugouts, an umpire locker/maintenance building and expansion and improvements for parking.



J. Alan Cox

AIA

Senior Center Design Resource

Alan is a seasoned architect with more than 41 years of experience. He brings a wealth of expertise in senior center design, further enriching his diverse portfolio. With a keen understanding of the unique needs and challenges associated with designing spaces for senior communities, Alan has successfully led and contributed to projects that prioritize both functionality and aesthetics tailored to that specific demographic. He is passionate about not only his clients, but also the differences architecture and design can make in the communities they serve. Alan was a Principal with Moser Mayer Phoenix Associates prior to MMPA's merger with CPL in 2017.

EDUCATION

Bachelor of Environmental Design
in Architecture, North Carolina State
University, 1982

PROFESSIONAL REGISTRATION

Registered Architect: NC

PROFESSIONAL AFFILIATIONS

American Institute of Architects (AIA)

PROJECT EXPERIENCE

YWCA, High Point, NC

Renovations including exterior facade,
locker rooms, lobby and multi-
purpose rooms.

City of High Point, NC

Materials Recovery Facility Addition

Cabarrus County, NC Library and Active Living Center Complex, Mt. Pleasant, NC

Library and active living center; after
the successful feasibility study and
opinion of probable cost analysis, the
project moved into full design

Senior Resources of Guilford, Greensboro, NC

25,000 sq. ft. adaptive re-use of
a former orthopedics clinic, and
included work on two levels.

City of Kernersville, The Shepard's Center of Kernersville Senior Center, Kernersville, NC,

CPL completed a Feasibility Study
which included a floor plan and
exterior renderings; the final product
featured a 25,000 sq. ft. building
providing adult activity services that
are currently in two separate existing
facilities.

Randolph County Senior Adult Association, Asheboro, NC

Programming and schematic design
for an activities center. Features of
the 36,000 sq. ft. facility include
an education & recreation center,
library, fitness center / exercise
room, congregate dining facility, and
administrative offices.

Kernodle Senior Activity Center, Burlington, NC

Located within Burlington's City Park,
the building's program emphasizes
"activity" programs for senior adults.
The facility accommodates fitness,
educational, and social activities
within multiple meeting spaces, as
well as demonstration kitchen and
exercise areas.

Greensboro College, Greensboro, NC

Dining Hall and Kitchen Renovations

Guilford College, Greensboro, NC

- Alumni Gym Column Renovation
and Pediment Repair
- Athletic Center Master Plan

Guilford Technical Community, Greensboro, NC

- Gerral Hall Renovations
- J.C. Price Campus Renovations
Feasibility Study

Cabarrus County, NC

Library & Active Living Center

Client: Cabarrus County
Location: Mount Pleasant, NC
Cost: \$25 million Full Project with Park
Size: 21,000 sq. ft.
Completion Date: Fall 2024 (est.)
Services Provided: Architecture, Interior Design, Community Engagement, & MEP Engineering

With this new project, Cabarrus County is focused on growing the services in the eastern part of the County. With a library that was many years outgrown and an Active Living Center that had limited program offerings due to its small space, the project aims to take advantage of a true joint use facility. Beginning the project with a feasibility study for the County, CPL and 720 Design facilitated public engagement within the small town of Mount Pleasant. The engagement showed the community's interest in the project and provided feedback on proposed spaces and programs. The feedback also helped provide future program offerings for both the library and active living center.

Part of the feasibility study included working with library staff to determine collection size, growth, future technology offerings, and future technology integration. We also found synergies with the Senior programming in shared spaces like the technology space and business center. After a successful feasibility study, the project moved into full design and is currently under construction with anticipated opening in early fall 2024.



Town of Kernersville, NC

The Shepard's Center of Kernersville Senior Center

Client: The Shepard's Center

Location: Kernersville, NC

Cost: Confidential

Size: 25,000 sq. ft. (Proposed)

Completion Date: 2021 (Study Only)

Services Provided: Feasibility Study

In 2021, CPL completed a Feasibility Study for the Shepard's Center in Kernersville, NC. This included a floor plan and exterior renderings; the final product featured a 25,000 sq. ft. building providing adult activity services that are currently in two separate existing facilities. Factors of the study included:

- Activities occurring in the Memorial Garden, the courtyard, and the South-facing porch
- Developing walking trails, outdoor exercises areas, and a community garden
- Expanding a board room area to integrate with three activity rooms, featuring operable partitions as well, designating specific areas / rooms for group activities such as interest classes, movies, etc.
- Considerations for a larger width service corridor accessing a large event space



Town of Kernersville, NC

Community and Recreation Center

Client: Town of Kernersville

Location: Kernersville, NC

Cost: \$18.1 million (est.)

Size: 49,000 sq. ft.

Completion Date: 2024 (est.)

Services Provided: Feasibility Study, Architecture, Interior Design, MEP Engineering

With a growing community and a desire to serve all demographics, the Town of Kernersville teamed with CPL to provide advance planning and conceptual design for a new recreation and event center. Kernersville is already home to a small recreation center which the town utilizes to its full capacity but the lack of ownership of the space and the size of the space limit the program offerings. The Town and CPL took a multi-pronged approach to the project, including an in-depth community engagement process.

After assessing the engagement and economic impact results, the team arrived at a program that took the above considerations into effect. The resulting conceptual design for the building and the site took into account current activities at their new site. CPL then assisted the Town with not only developing a construction budget but also an overall project budget that was phased to account for multiple funding and

construction scenarios. The project program includes multiple classrooms, walking track, built in stage, and three NCAA regulation basketball courts.

After a successful advanced planning phase and project funding, this project has moved into full design with CPL taking the lead. This project is currently in the construction phase following a successful bid period.



City of Belmont, NC

Community and Recreation Center

For additional
information on
this project,
please click on the
above QR Code



CPL became involved with the City of Belmont Community Recreation Center project in the early stages of the COVID-19 pandemic. From the beginning, community engagement was intended to be an important part of the process, especially in terms of programming.

With the pandemic limiting the types of engagement the City and CPL were able to do, CPL assembled an online survey that looked specifically at ranking in order to best prioritize the services and programs the city would provide. Three focus group sessions were also orchestrated that used a program called Poll Everywhere and combined with WebEx, we were able to host community sessions with real time feedback. CPL then assisted the City with the Construction Manager at Risk RFQ process.

The project was designed for multi-generational use and includes a walking track, multiple fitness classrooms, kids play zone, media center, large rentable multipurpose room, and three High School regulation basketball courts.

The project successfully passed through a rezoning and major plan development approval. **The facility opened in July 2023 and it has successfully registered hundreds of new members in just 5 months.**

Client: City of Belmont

Location: Belmont, NC

Cost: \$13.2 million

Size: 42,338 sq. ft.

Completion Date: 2023

Services Provided: Architecture, Interior Design, Community Engagement, MEP Engineering



City of Thomasville

Aquatics/Community Center & City Council Chambers



Client: City of Thomasville

Location: Thomasville, NC

Total Cost: 6.9 million

Size: 7,000 sq. ft. (pool)
8,000 sq. ft. (facility)

Completion Date: 2023

Services Provided: Feasibility Study, Architecture, Interior Design, Community Engagement, MEP Engineering

In the 2023 inaugural year of the project, there were over 25,000 swimmers admitted, 88 party room rentals, over 100 days of operation, including four swim meets and over \$90 thousand in revenue.

CPL was hired by the City of Thomasville to complete a feasibility study to revamp their 70-year-old outdoor swimming pool at Memorial Park. Residents were invited to express their opinions about the pool through organized focus groups and a public drop-in. CPL's scope of work included architecture, mechanical, electrical and plumbing (MEP) engineering, interior design, along with the project budget (including a funding model) which was critical to the project's success.

Described as a "palace for the people," the new, 25,000 sq. ft. Aquatic and Community Center includes a 200,000-gallon swimming pool with lap lanes and zero-entry capability; a 16-foot-tall slide and a splash pad with spray elements; a first aid room; a playground; and a dining pavilion with a concession stand. The recreational portion of the building allocates space for a catering kitchen and the new City Council Chambers, while also serving as a flexible venue that can be subdivided as needed.

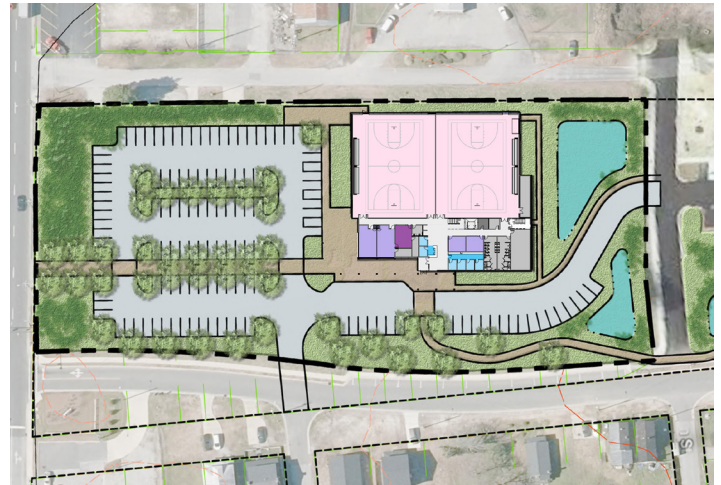


City of New Bern, NC

Recreation Center



The Stanley A. White Recreation Center has been a staple of the New Bern community since 1975. In September 2018, it sustained significant damage from Hurricane Florence. The City applied for – and was awarded – a FEMA 428 Mitigation Grant to construct a new recreation center. In early 2021, CPL completed a feasibility study that included substantive community engagement, programming, conceptual design and development of a budget. Also in 2021, CPL completed a FEMA Environmental Assessment process leading to the decision by the City to build a new Stanley A. White Recreation Center on a site near the location of the former recreation center. Following the Environmental Assessment, the City received a Finding of No Significant Impact (FONSI) from FEMA for the relocation to the new site.



The CPL-led community engagement for this project lasted several months, utilized several types of media to ensure the greatest participation possible, and resulted in a vision supported by stakeholders. Following this, the final conceptual design – which includes two basketball courts, an elevated walking track, several multipurpose rooms, a teaching kitchen, a health screening room, a game room, a media room, an exercise studio, weight/cardio room, and other support spaces – has an estimated construction completion date for 2024.

Client: City of New Bern, NC

Location: New Bern, NC

Est. Cost: \$13 million

Size: 35,000 sq. ft.

Completion Date: 2024 (est.)

Services Provided: Architecture, interior Design, MEP Engineering, FEMA Environmental Assessment, Master Planning

YMCA of Greensboro

Hayes-Taylor Memorial YMCA

Client: YMCA of Greensboro

Location: Greensboro, NC

Cost: \$10 million (original); \$2.5 million (expansion)

Size: 56,000 sq. ft.; 8,000 sq. ft. expansion

Completion Date: 2015; 2024

Services Provided: Architecture, Interior Design, MEP Engineering

Hayes-Taylor YMCA relocated from its outdated facility to this new 56,000 sq. ft. building near Barber Park in Greensboro, NC. The structure features the innovative use of a pre-engineered building frame, metal panel and brick which are exposed and highlighted. In addition, the building features natural lighting and views out to the wooded site. Opened in 2015, the facility hosts a gymnasium, indoor pool, multi-purpose community space, fitness center and group exercise studios, locker rooms, steam room and sauna and a

state-licensed day-care center. In 2023, CPL performed a space needs study on the facility, and the Y opted to move forward with a 8,000 sq. ft. expansion of the child care area. This expansion includes a new childcare entrance with new stairwell and elevator on the first level. The second level expansion includes new classrooms for older children, a teen program lounge, a manager's office space, and exit stairwell.

A new rendering is featured below:



Additional Senior Centers in Central NC

The **Senior Resources of Guilford** (2021) in Greensboro, NC is a 25,000 sq. ft. adaptive re-use of a former orthopedics clinic, and included work on two levels. The lower level provides a senior center and other social / support facilities. The upper level accommodates counseling, a resource center, and administrative offices. Phase III for this facility included a community kitchen, nutrition site, and senior adult wellness rooms. An additional “shell” tenant space is also available for lease to other senior related agencies. **Services Provided:** Adaptive Re-Use and Programming

CPL was chosen to complete programming and schematic design for an activities center for the **Randolph County Senior Adult Association** (2014) in Asheboro, NC. Features of the 36,000 sq. ft. facility include an education & recreation center, library, fitness center / exercise room, congregate dining facility, and administrative offices. A central courtyard featured connector porches and a secured “outside room” for special events. **Services Provided:** Programming and Schematic Design



Randolph County Senior Adult Association

The 15,000 sq. ft. **Kernodle Senior Activity Center** (2001) in Burlington, NC is located within Burlington's City Park and the building's program emphasizes “activity” programs for senior adults through the recreation and parks department. The facility accommodates fitness, educational, and social activities within multiple meeting spaces, along with a demonstration kitchen and exercise areas. A nutrition site and a digital training center is also included. A covered drive through canopy and access to the adjacent greenway and memorial garden are site features for the center. An activity center also provides multipurpose and social areas for meeting and other resident functions. **Services Provided:** Architecture, Programming, & MEP Engineering



Kernodle Senior Activity Center

Case Study: Consensus Building

The Kernersville Community Recreation Center project suffered from a common issue in the early stages of projects - stakeholders had differing views on program and future uses of the facility. In order to assist with program development and prioritization, CPL held stakeholder meetings with various interest groups, detailing each of their priorities and goals for the facility, tying the programmatic priorities to budget numbers, and developing “must-have,” “should-have,” and “could-have” lists to help understand overlap between the varied groups and work to build consensus.

Case Study: Prioritization

In the recent Cabarrus County Senior Center and Library project we held open drop-ins where residents received “Senior Center Bucks” and voted on images depicting different program elements and function. Voting with “their money” helped to understand which features were most important to include and how they might be used. It also helped the community to think outside their known environment and see what “could” be.

Additional Multi-Purpose Facility Projects

PROJECT	CLIENT NAME	ADDRESS	CONTACT	COMPLETED
Healthy Living Campus	Rochester Regional Health & GLOW YMCA	127 North Street Batavia, NY 14020	Greg Watson, CFO (585) 344-1664	2024 (est.)
Burlington Recreation Center (Study and Master Planning)	City of Burlington	Various Locations	James Mickle (757) 535-1942 james.mickle@berrydunn.com	Ongoing
Youth and Community Center	City of Binghamton	9 Columbus Park E. Binghamton, NY 13901	Jared Kraham (607) 772-7001	2023
Penn House Event Center	City of Reidsville	324 Maple Ave. Reidsville, NC 27320	Judy Yarbrough (336) 349-1030 jyarbrough@ci.reidsville.nc.us	2023
New Community Center	Town of Rolesville	Young and Main, Rolesville, NC 27571	Mical McFarland (910) 556-3506 mical.mcfarland@rolesville.nc.gov	on hold
YMCA Olean	YMCA Olean	1101 Wayne Street Olean, NY 14760	Jeff Townsend (716) 373-2400 jefft@twintiersymca.org	2023
Mountain Island Education Center	North Carolina Dept. of Agriculture	200 Gobbler Way Stanley, NC 28164	Don Shires (919) 707-3096 don.shires@ncagr.gov	2023
Murphy Candler Park Lake House	City of Brookhaven	Brookhaven, GA	Brian Borden, CPRP, (404) 637-0542 brian.borden@brookhaven.gov	2022
Jamestown Area YMCA	Jamestown, NY	141 East Virginia Boulevard Jamestown, NY 14701	Mark Eckendorf (716) 664-2802	2022
Arts & Community Center (Comprehensive facility plan)	City of Mebane	106 E. Washington St. Mebane NC 27302	David Cheek (919) 727-1630	2021
Recreation Center	Town of Garner	215 W. Main St. Garner, NC 27529	Sonya Shaw Shaw@mcadamsco.com	2020
Brock Sports and Recreation Center	Randolph-Macon College	114 College Ave. Ashland, VA 23005	Paul T. Davies, CPA (804) 897-0900 Ext. 125	2019
Recreation Center	Colleton County	280 Recreation Ln. Walterboro, SC 29488	John Stieglitz III (843) 539-1968 jstieglitz@colletoncounty.org	2019
Community Center	Town of West Seneca	1300 Union Rd. West Seneca, NY 14224	Sheila Meegan (716) 558-3202	2018
Hayes Taylor YMCA	City of Greensboro	2630 E Florida St. Greensboro, NC 27401	Larry Burnett (336) 272-2131	2015

Client References

CPL is proud of the work we accomplish in our local communities and feel that our clients are proud of the buildings we create for them, too. We have provided contacts for related projects referenced within our submittal who will be a reference for the expertise, commitment and passion we exude when doing the work we love.

Michael Miller

Infrastructure and Asset Management Director
Cabarrus County
65 Church Street South
Concord, NC 28025
704.920.3212 | MAMiller@cabarruscounty.us

Zip Stowe

Parks and Recreation Director
City of Belmont
1401 E. Catawba Street
Belmont, NC 28012
704.825.5586 ext. 1001
zstowe@cityofbelmont.org

Cory Tobin, CPRP

Parks and Recreation Director
City of Thomasville
10 Salem Street
Thomasville, NC 27361
336.689.5358 | cory.tobin@thomasville-nc.gov

Foster Hughes

City Manager
City of New Bern
300 Pollock Street
New Bern, NC 28560
252.639.2700 | hughesf@newbernnc.gov

Eric Hilton

Facilities, Parks and
Property Management Director
Guilford County
301 West Market Street
Greensboro, NC 27401
336.641.3762 | MAMiller@cabarruscounty.us

Shawna Tillery

Parks and Recreation Division Manager,
Planning and Project Development
City of Greensboro
300 West Washington Street
Greensboro, NC 27401
336.373.7808



Town of West Seneca Community Center and Library Expansion,
West Seneca, NY

"The entire CPL team have masterfully guided the County of Moore through this process," said Smith. "They were our top choice out of many firms we interviewed and have proven us right again and again. To say we had a good experience would be an understatement – it was a great experience."

**Richard Smith, Capital
Projects Manager
Moore County, NC**

"CPL's team worked closely with the stakeholder users in each area to develop the programming and, as it evolved, a unique concept emerged: combining several City functions into a single building that serves the public. They did an outstanding job with its design and on behalf of the City of Greensboro, I highly recommend their team to you."

**Butch Shumate
Facilities Manager
City of Greensboro, NC**

Rachel F. Nilson, AIA, NCARB
Vice President

RNilson@CPLteam.com
980.275.5892

CPL
6302 Fairview Road, Suite 102
Charlotte, NC 28210

www.CPLteam.com



Your Vision, Unlocked.

January 2, 2024

Via Email

Mr. Lee Tillery, Parks and Recreation Director (Lee.Tillery@highpointnc.gov)
City of High Point
136 Northpoint Ave
High Point, NC, 27262

RE: **PROFESSIONAL FEE PROPOSAL**
City of High Point – Center for Active Adults
High Point, NC

Dear Mr. Tillery:

On behalf of CPL, we are pleased to submit the following design fee proposal for the architectural and engineering services necessary for the High Point Center for Active Adults (the project) to be located at 503 James Road, High Point, NC, 27265.

PROJECT UNDERSTANDING

We are pleased to present a proposal to the City of High Point for professional design services including construction documentation and construction administration for a new Center for Active Adults. Scope includes Architecture, Interior Design, Mechanical / Electrical / Plumbing / Fire Protection / Structural and Civil Engineering. The facility scope shall be approximately 20,000 sf and may include fitness studio and equipment area, walking track, lounge, game rooms, staff spaces, multipurpose rooms and associated support spaces. Outdoor features include pickleball courts and walking trails and parking.

SCOPE OF SERVICES

Task I - Schematic Design

- Create at least two (2) conceptual designs from approved plan.
- Three (3) design meetings during conceptual design phase with County Steering Committee.
 - One (1) visioning meeting to review project goals, budget and program.
 - Two (2) design meetings to review Schematic Design and site plan.
- Coordination with owner's environmental firm and geotechnical firm for site evaluations for stream, wetlands and subsurface conditions.
- Review existing and proposed built upon area for watershed compliance planning.
- Attend City of High Point sketch plan meeting and submit to City for Preliminary Sketch plan review.
- One (1) presentation to City Council at close of Schematic Design to show program, Schematic Design, and opinion of probable cost.

Deliverables

- One (1) final Schematic Design,
- Schematic Design Opinion of Probable Cost (by CPL's Consultant)
- Two (2) final high-resolution renderings of Schematic Design
- One schematic site plan



Task II - Design Development

- Development of site plan and exterior features.
- Development of design from Schematic Design.
- Three (3) design meetings to review MEP systems, equipment selection/placement, finishes.
- Owner review of engineering approach, selected materials.

Deliverables

- Design Development Review Set for Owner
- Review Design Development Opinion of Probable Cost (prepared by CMAR)

Task III – Construction Documentation

- Prepare final design and project specifications.
- Prepare front end bidding documents with CMAR and review with Owner.
- Owner review meeting with 90% Construction Documents.
- Owner review period.
- Review CD Opinion of Probable Cost (prepared by CMAR)
- Coordinate review/approval with NC Department of Insurance.
- Coordinate review/approval with City/County for permitting.

Deliverables

- CPL will provide Construction Documentation in compliance with the North Carolina State Building Code (2018 edition) and other applicable standards. We will include at a minimum:
 - Code Review
 - Civil/Landscape Plans
 - Floor Plan
 - Reflected Ceiling Plan
 - Interior Finishes / Furniture Plan
 - MEP Plans and Details
 - Project Manual
- Bid Documents are anticipated to contain alternates to keep project on budget and allow for additional scope should bids come in lower than anticipated. CPL will work with CMAR and County to develop list of alternates for bidding.

Task IV – Construction Procurement Phase Services

We will submit the necessary documents to the Local and State authorities having jurisdiction. All permits and approvals for the project will be paid for and secured by others. CPL will answer Requests for Information (RFIs), provide clarifications, issue addenda as required, and conduct a pre-bid meeting and bid opening.

Task V – Construction Phase Services

CPL will attend one (1) pre-construction meeting and a total of twenty-eight (28) biweekly site visits during construction (2 per month for 14 months) with a field report written for each visit. CPL will also provide construction administration services consisting of the review of submittals, shop drawings, certification of monthly pay requests, responding to RFIs that arise during the course of construction and closeout documentation.



SCHEDULE

CPL understands the City of High Point would like to start on February 1, 2024. A draft schedule has been provided. We agree to provide services to the Client in the most expeditious manner practical.

CLIENT RESPONSIBILITIES

The Client shall appoint an "Owner's Representative" to act as the point of contact for CPL. It shall be the responsibility of the client to provide the following:

- Access to the project site during design.
- Reasonable advance notice of scheduled meetings.
- Decisions on critical issues in a timely manner.
- Payment of all invoices in accordance with this agreement.
- Furniture, fixtures and equipment selections in a timely manner for needed coordination with the design.

ASSUMPTIONS

1. Community Engagement, programming and concept design have already been completed and approved. The project will follow those prior approved concepts.
2. Survey (in CAD format) and Geotech will be provided by others and provided to the design team during schematic design.
3. The site is 17.18 acres and divided into 5 parcels. Due to its watershed area it is assumed the built upon area of the site is limited to 35%. Buffers are assumed to be required at the drainage features on site if determined to be a stream.
4. A stormwater control measure is assumed to be included in the project.
5. Any wetland and stream classification determinations will be performed by others.
6. All furniture and equipment selection will be by Owner and can be provided as an additional service.
7. All selection of fixed equipment shall be in CPL's scope (basketball goals, fixed bleachers, etc.).
8. CPL's basic telecom/data services include: identifying locations for security, data, and telecom devices; and including pathways (conduit, blank boxes) on our Construction Documents. Wiring and device specifications will be by others.
9. CPL's basic AV services include: identifying locations for AV devices and type of device; and including pathways (conduit, blank boxes) on our Construction Documents. Wiring and device specifications will be by others.
10. Security devices will be selected Owner's IT personnel.
11. The facility is not anticipated to be used as an emergency shelter or storm shelter.
12. Grant applications are not included in base scope but can be provided as an additional service.
13. No PE certifications of water/sewer mains are included in the base scope of work.
14. No third-party special inspections are included in the base scope of work.
15. No roadway improvements, traffic study or impact analysis are included in the base scope of work.
16. No LEED or other sustainability certification is anticipated.
17. Project budget is assumed to be \$12,500,000. Construction budget is assumed to be \$10,000,000 (20% of project budget assumed for soft costs, design fees, furniture, etc.).
18. Any additional funding received pertaining to the project will trigger a 7% compensation to the Architect based on the amount of the funding, if the



PROFESSIONAL FEE PROPOSAL

Center for Active Adults

City of High Point

January 2, 2024

Page 4 of 4

construction cost is modified from the assumed \$10,000,000 as this would be an addition to the total construction budget which the lump sum is based on.

19. Site is assumed to encompass 17 acres.
20. Delivery method is assumed to be Construction Manager at Risk.
21. One cost estimate at schematic design is included. Construction Manager at Risk is assumed to complete all subsequent cost estimates with review by design team.

COMPENSATION

CPL agrees to provide the professional design services listed in the Scope of Services. Our fee proposal is based upon work-effort projections and applicable billing rates for the scope of work anticipated for this project. We propose to provide the scope of services for a not-to-exceed base fee of \$748,800, including standard reimbursables.

FEE SCHEDULE	FEE
Schematic Design	\$75,000.00
Design Development	\$150,000.00
Construction Documentation	\$202,000.00
Construction Services Procurement	\$22,000.00
Construction Administration	\$195,000.00
Civil Engineering/Landscape Architecture	\$104,800.00
Design Fee Total	\$748,800.00

ADDITIONAL SERVICES

Any items not contained in our Scope of Services or contrary to the assumptions listed above will be deemed additional services. If requested by the Client, additional services will be provided on an hourly basis at our standard hourly billing rates, or as a fixed fee mutually agreed to in advance by both parties.

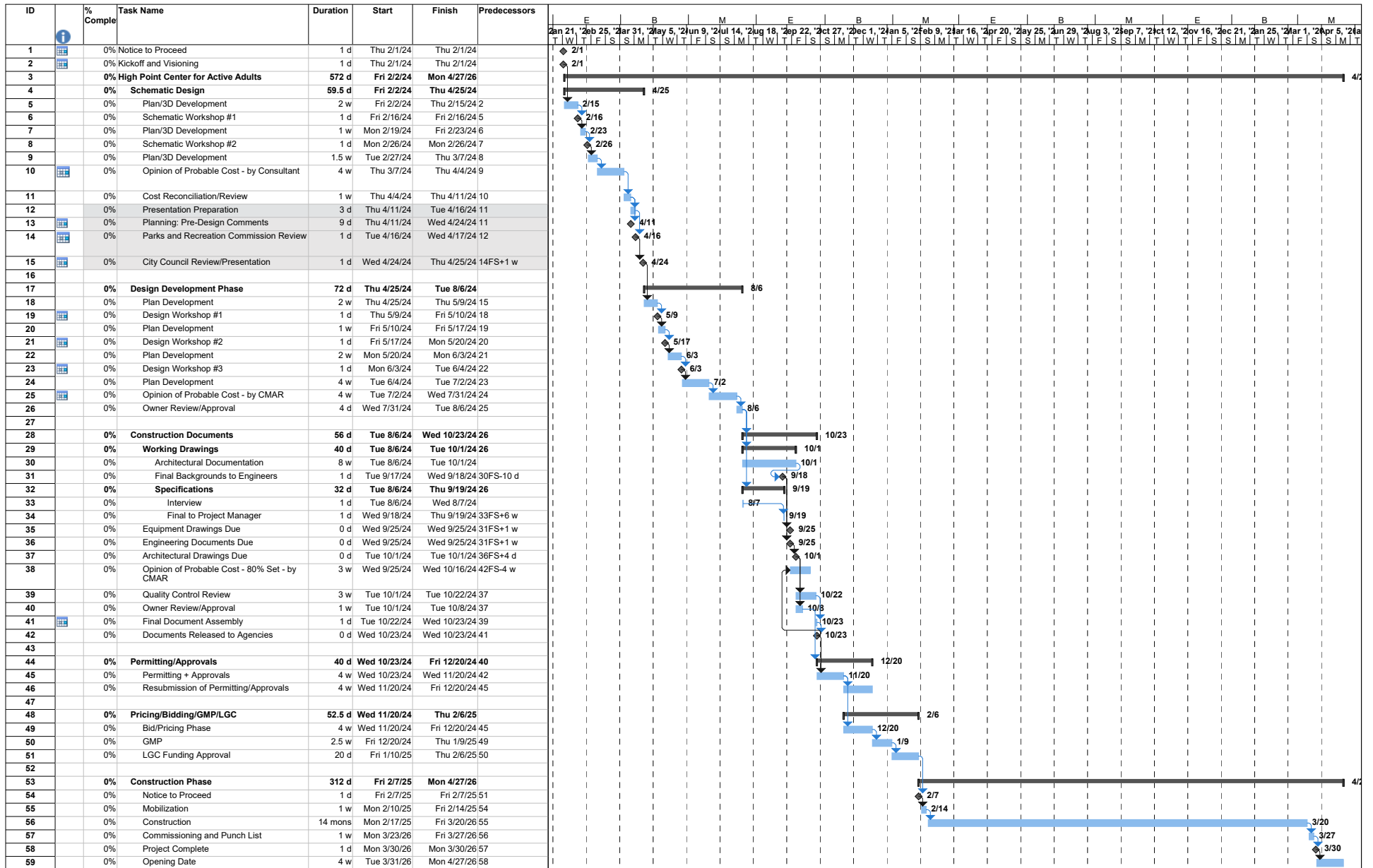
CONCLUSION

This document serves as a design fee proposal. The proposed fee is valid for 90 days from the date of this proposal. If these terms are acceptable, we will proceed with negotiating a Standard Design Contract. We look forward to working with you on the successful completion of this project.

Sincerely,

CPL

Rachel F. Nilson, AIA
Principal-in-Charge





TOTAL SQUARE FOOTAGE: 20,000



City of High Point

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

Master

File Number: 2024-062

File ID: 2024-062

Type: Resolution

Status: To Be Introduced

Version: 2

Reference:

In Control: City Council

File Created: 02/11/2024

File Name:

Final Action:

Title: Consideration of a Resolution Approving the Donation of Surplus Fire Equipment to Bethany Volunteer Fire Department
City Council is requested to declare the 1996 International Mini Pumper surplus property, approve a resolution to donate the surplus 1996 International Mini Pumper to Bethany Volunteer Fire Department, and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Fire truck surplus property and donation to Bethany VFD

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	02/15/2024	Committee Recommended Approval	City Council	02/19/2024		

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Declare Surplus Property and Fire Truck Donation	
FROM: Thomas Reid, Fire Chief	MEETING DATE: February 19, 2024
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Letter to Manager and letter from Bethany Fire Department Resolution Articles of Incorporation	

PURPOSE: Donation of surplus City fire truck to Bethany Volunteer Fire Department.

BACKGROUND: A 1996 International Mini Pumper was acquired by the city when Deep River Fire Department ceased business and assets became property of the City. This apparatus was replaced this year with a 2023 Truck and we removed the 1996 from service.

BUDGET IMPACT: N/A

RECOMMENDATION/ACTION REQUESTED: The Fire Department is requesting the council to declare the 1996 International Mini Pumper surplus property and approve the recommendation to donate the surplus 1996 International Mini Pumper to Bethany Volunteer Fire Department.



HIGH POINT FIRE DEPARTMENT



Office of the Fire Chief

January 26, 2024

To: Tasha Logan Ford, City Manager

Re: Fire Truck Donation

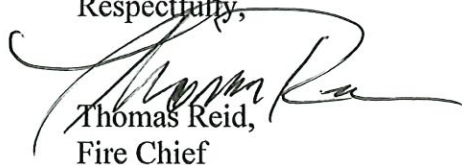
Ms. Logan Ford,

The Fire Department has a 1996 International Mini Pumper that was given to us when we received the Deep River Fire Department Assets. The city presently receives fire tax payments to provide fire protection to the Deep River Fire District. This apparatus has served as a brush truck and will be decommissioned in February, when the new brush truck purchased with ARPA funds will be placed in service. We have had a request from the Bethany Volunteer Fire Department to donate the International Mini Pumper to their organization as they do not have funds to purchase a brush truck. In researching this department, they are an all-volunteer department operating out of two fire stations. They cover an area of approximately 46 square miles with a population slightly over 6000 residents in Rockingham County, NC. Their funding consists of approximately 400,000 in fire tax funds and whatever they can raise from BBQ's and stews. Their future goal is to open another station in this large district to help with coverage of the area. This truck will serve as an apparatus in one of the substations.

HPFD Assistant Chief Perry Hall serves as a volunteer for Bethany and helped facilitate the request. This truck has served the Deep River and High Point communities well. In our spirit of helping others, it would speak well of the city by helping others less fortunate than us.

I am proposing that we donate the surplus 1996 International Mini Pumper to Bethany Volunteer Fire Department which serves an all-rural area. The Fire Department has around 40 volunteers, who can desperately use this apparatus.

Respectfully,


Thomas Reid,
Fire Chief

	Bethany Fire Department, Inc.
	6052 NC 65 Reidsville, NC 27320 (336) 951-2155
	Perry Hall, Fire Chief fphall140@gmail.com Dalton Griffin, Chairman of The Board

January 1, 2024

Dear Chief Reid,

We're Volunteer Fire Department of Bethany, Inc., a nonprofit volunteer fire department in Reidsville. We were founded 50 years ago by community members who seen the need of fire protection. We are located on the Guilford/Rockingham County border.

We're reaching out to you as a neighbor with a vested interest in seeing our community thrive and providing the best service and protection possible to our citizens.

One of the obstacles we face in a rural setting, is houses being a long ways off the road, many in difficult, tight areas to reach. Some have "self-made" bridges over streams that do not allow a full size fire truck to cross.

We pre-plan out these addresses as we know of them, noting the long distance off the roadway and limited access. We currently do not have a "rated" pumper that is small enough to access some these areas.

We are in need of a smaller "mini" pumper that can access these tight locations. The previous Deep River Fire Department brush truck, which High Point Fire is replacing, would greatly fill this need. We would be honored to allow this vehicle to continue to serve the public in Bethany.

Thank you for your time and consideration. Our EIN # is 56-6000231.

Please reach out to me if you have any questions about our organization.

Sincerely,

Perry Hall

Fire Chief



**RESOLUTION APPROVING DONATION OF SURPLUS 1996 INTERNATIONAL MINI-PUMPER TRUCK TO BETHANY VOLUNTEER FIRE DEPARTMENT
PURSUANT TO G.S. 160A-280**

WHEREAS, the City of High Point owns a 1996 International Mini-Pumper Truck which is no longer useful to the City and should be declared as surplus to the City's needs; and

WHEREAS, N.C.G.S. 160A-280 allows cities to donate to a nonprofit corporation any personal property that the City Council deems surplus, obsolete, or unused; and

WHEREAS, City staff recommends that the above described City equipment be declared surplus and be donated to the Bethany Volunteer Fire Department, Inc., a nonprofit organization incorporated in the State of North Carolina; and

WHEREAS, pursuant to the provisions of N.C.G.S. 160A-280, the High Point City Council has caused a public notice of this proposed donation to be posted at least five days prior to the adoption of this Resolution approving the donation.

NOW, THEREFORE, BE IT RESOLVED, by the High Point City Council that (1) the equipment identified above is hereby declared to be surplus to the needs of the City of High Point based upon its age and condition; and (2) public notice of this proposed Resolution has been posted at least five days prior to the adoption of this Resolution approving the donation.

BE IT FURTHER RESOLVED that the High Point City Council hereby approves the donation of the surplus equipment, and that the City Manager is hereby authorized to execute, on behalf of the City of High Point, the necessary documents to convey ownership of the above-described equipment by donation to the Bethany Volunteer Fire Department, Inc., pursuant to the provisions of N.C.G.S. 160A-280.

Adopted this _____ day of _____ 2024

Cyril Jefferson, Mayor

ATTEST

Sandra Keeney, City Clerk

FILED

APR 16 10 52 AM '73

THAD EURE
SECRETARY OF STATE
NORTH CAROLINA

ARTICLES OF INCORPORATION
OF

VOLUNTEER FIRE DEPARTMENT OF BETHANY, INC.

We, the undersigned natural persons of the age of eighteen years or more, do hereby associate ourselves into a non-profit corporation under the laws of the State of North Carolina, as contained in Chapter 55A of the General Statutes of North Carolina, entitled "Non-Profit Corporation Act", and the several amendments thereto, and to that end do hereby set forth:

1. The name of the Corporation is Volunteer Fire Department of Bethany, Inc.
2. The period of duration of the corporation shall be perpetual.
3. The purpose or purposes for which this corporation is organized are: For the purpose of organizing a volunteer fire department supported by special taxes as have already been approved by vote for the Bethany Fire District of Rockingham County in New Bethel Township and other adjoining townships serving the people encompassed within the Fire District as already organized with fire protection and rescue services, all as may be commensurate with a volunteer fire department as provided in the General Statutes of North Carolina and all its customary functions.
4. For the purpose of creating this Department the membership of this Fire Department shall initially consist of those persons or individuals who have hereto signed their names as original incorporators. In addition to those who have signed their names as incorporators, all such residents of the Fire District, as they become qualified, shall be eligible for membership upon completion of a full course of training under the direction of the Rockingham County Fire Marshall and who have conformed to all rules and regulations necessary to qualify them as "volunteer firemen", and shall thereafter consist of those persons who shall keep their membership current by qualifying as volunteer firemen and shall participate regularly in fire drills and training in order to maintain their qualification within said Department, and the members of this corporation shall each stand on an equal footing insofar as control of this corporation, its activities, bylaws and rules are hereafter concerned, so that each shall have an individual vote in the election of directors, the enactment of bylaws and regulations, and any amendments and changes thereafter enacted. The method by which directors may be elected, providing that each member as herein provided shall have an equal vote, shall be provided in the bylaws rather than in the charter of this Corporation.

5. Until bylaws have been enacted, which bylaws must provide for amendment from time to time by the membership, Robert's Rules of Order shall prevail in all meetings of the membership, to be presided over by a temporary chairman. Membership shall not be transferable but shall remain open to any citizen of the Bethany Fire District who shall become otherwise qualified as a member of the Volunteer Fire Department as hereinabove provided and who shall be eighteen years of age or older. Upon vote of the membership after this corporation has been in existence for at least six months from the date of this charter, and by the bylaws as amended by its membership, additional membership may be provided for for those who may have retired from active participation in the Fire Department after service therein due to poor health, age, or such other reasons as may be determined, and for membership to encompass women of a Fire Department Auxiliary, who though not qualified as volunteer firemen have taken a supportive role in the raising of contributions and providing for the physical needs of the firemen, including but not confined to the social activities of the membership.

6. The initial registered agent of this corporation shall be Gary Holland, whose address is Route 4, Riedsville, Rockingham County, North Carolina, and the initial office shall be Route 4, Reidsville, Rockingham County, North Carolina, in his care.

7. The initial Board of Directors shall consist of eight persons who shall continue to serve in said capacity until fifteen additional firemen have qualified for membership, at which time an election shall be called of the directors and they will serve until such time as such election has been called, provided that such election shall be called within at least one year from the date of this charter, the initial eight directors and their addresses being as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
Curtis Apple	Route 4, Reidsville, N. C. 27320
T. W. Holland	Route 4, Reidsville, N. C. 27320
Clay Barham	Route 4, Box 167, Reidsville, N. C. 27320
Tommy Purgason	Route 4, Box 137, Reidsville, N. C. 27320
Billy E. Walker	Route 1, Summerfield, N. C. 27358
Lawrence McCollum	Route 4, Reidsville, N. C. 27320
David Sharp	Route 4, Reidsville, N. C. 27320
Gary Holland	Route 4, Reidsville, N. C. 27320

8. The names and addresses (including street and number, if any) of each of the incorporators is as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
Curtis Apple	Route 4, Reidsville, N. C. 27320
T. W. Holland	Route 4, Reidsville, N. C. 27320
Clay Barham	Route 4, Box 167, Reidsville, N. C. 27320
Tommy Purgason	Route 4, Box 137, Reidsville, N. C. 27320
Billy E. Walker	Route 1, Summerfield, N. C. 27358
Lawrence McCollum	Route 4, Reidsville, N. C. 27320
David Sharp	Route 4, Reidsville, N. C. 27320
Gary Holland	Route 4, Reidsville, N. C. 27320

IN TESTIMONY WHEREOF, we have hereunto set our hands, this the 11th day of April, 1973.

Curtis W Apple
Billy E Walker
Clay Barham
Lawrence E McCollum
Gary Holland
Tommy Purgason
T.W. Holland
David E Sharp

STATE OF NORTH CAROLINA
COUNTY OF ROCKINGHAM

This is to certify that on the 11th day of April, 1973, before me, a Notary Public, personally appeared Curtis Apple, T. W. Holland, Clay Barham, Tommy Purgason, Billy E. Walker, Lawrence McCollum, David Sharp, and Gary Holland, who I am satisfied are the persons named in and who executed the foregoing Articles of Incorporation, and I having first made known to them the contents thereof, they did each acknowledge that they signed and delivered the same as their voluntary act and deed for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this the 11th day of April, 1973.

Louise P. Morris
Notary Public

My Commission expires: Sept 8, 1974

FILED

DEC 10 10 02 AM '75

THAD EURE
SECRETARY OF STATE
NORTH CAROLINA

ARTICLES OF AMENDMENT

OF

THE ARTICLES OF INCORPORATION

OF

VOLUNTEER FIRE DEPARTMENT OF BETHANY, INC.

The undersigned nonprofit corporation hereby executes these Articles of Amendment for the purpose of amending its Articles of Incorporation filed in the Office of the Secretary of State of North Carolina on April 16, 1973:

(1) The name of the corporation is Volunteer Fire Department of Bethany, Inc.

(2) The Articles of Incorporation are amended by the addition thereto of the following new paragraphs:

9. In the event of dissolution, the residual assets of the corporation will be turned over to one or more organizations which themselves are exempt as organizations described in sections 501(c)(3) and 170(c)(2) of the Internal Revenue Code of 1954 or corresponding sections of any prior or future Internal Revenue Code, or to the Federal, State, or Local government for exclusive public purpose.

10. Notwithstanding any other provision of these articles, this corporation shall not carry on any other activities not permitted to be carried on by (a) a corporation exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1954 or the corresponding provision of any future United States Internal Revenue Law or (b) a corporation contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code of 1954 or any other corresponding provision of any future United States Internal Revenue Law.

(3) After action by the Board of Directors in accordance with North Carolina General Statutes § 55A-35 and due notice, an annual meeting of the members of the corporation was held on December 4, 1975, at which the foregoing amendment was adopted, a quorum was present at such meeting, and such amendment received at least two-thirds (2/3) of the votes entitled to be cast by members present or represented by proxy at such meeting.

IN WITNESS WHEREOF, these Articles of Amendment are signed by Clay Barham, President and Gene Larimore, Secretary of the corporation, this 4th day of December, 1975.

VOLUNTEER FIRE DEPARTMENT OF BETHANY, INC.

BY: Clay Barham
President

BY: Gene Larimore
Secretary

STATE OF NORTH CAROLINA

COUNTY OF ROCKINGHAM

I, Patricia A. Ore, a Notary Public, hereby
certify that on this 14th day of December, 1975, personally appeared
before me Clay Bonham and Gene Harrison,
each of whom being by me first duly sworn, declared that he signed the
foregoing document in the capacity indicated, that he was authorized
so to sign, and that the statements therein contained are true.

Patricia A. Ore
Notary Public

My Commission expires:

Aug. 10, 1976

DOCUMENT #388462
DATE 09/12/86 TIME 11:19
FILED
THOMAS E. WITTY
SECRETARY OF STATE
NORTH CAROLINA

ARTICLES OF AMENDMENT
OF
THE ARTICLES OF INCORPORATION
OF
VOLUNTEER FIRE DEPARTMENT OF BETHANY, INC.

The undersigned nonprofit corporation hereby executes these Articles of Amendment for the purpose of amending its Articles of Incorporation filed in the Office of the Secretary of State of North Carolina on April 16, 1973:

(1) The name of the corporation is Volunteer Fire Department of Bethany, Inc.

(2) The Articles of Incorporation are amended by the addition thereto of the following to paragraph 3:

And to do any other lawful, charitable activity that qualifies under provisions of Section 501 of the Internal Revenue Code and §105-125 and §105-130.11 of the General Statutes of North Carolina and being a charitable purpose and activity.

(3) After action by the Board of Directors in accordance with North Carolina General Statutes §55A-35, the foregoing amendment was adopted by written consent of all the membership.

IN WITNESS WHEREOF, these Articles of Amendment are signed by Thomas E. Witty, President and C.E. Larimore, Secretary of the corporation, this 24th day of June, 1986.

VOLUNTEER FIRE DEPARTMENT
OF BETHANY, INC.

BY: Thomas E. Witty
President

BY: C.E. Larimore
Secretary

STATE OF NORTH

COUNTY OF ROCKINGHAM

I, Ronald M. Price, a Notary Public, hereby certify that on this 24th day of June, 1986, personally appeared before me Thomas E. Witty and C. E. Larimore, each of whom being by me first duly sworn, declared that he signed the foregoing document in the capacity indicated, that he was authorized so to sign, and that the statements therein contained are true.

[Signature]
Notary Public

My Commission Expires:

9/27/87

**PUBLIC NOTICE OF
RESOLUTION APPROVING
THE DONATION OF 1996
INTERNATIONAL
MINI-PUMPER TRUCK TO
THE BETHANY VOLUNTEER
FIRE DEPARTMENT, INC.
PURSUANT TO THE PROVI-
SIONS OF N.C.G.S. 160A-280**

The City Council of the City of High Point intends, at its regular meeting to be held at 5:30 p.m., on Monday, February 19, 2024, to adopt a Resolution approving the donation of a 1996 International Mini-Pumper Truck to the Bethany Volunteer Fire Department, INC., a non-profit North Carolina corporation, pursuant to N.C.G.S. 160A-280. The meeting will be held in the Council Chambers, Third Floor, High Point Municipal Building, 211 South Hamilton Street.

Thomas Reid,
Fire Chief

120

Feb. 14, 15, 16, 17, 20, 2024



City of High Point

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

Master

File Number: 2024-048

File ID: 2024-048

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Prosperity,
Livability & Safety
Committee

File Created: 02/05/2024

File Name:

Final Action:

Title: Proposed Human Relations Commission's 2024 Work Plan and Overview
City Council is requested to approve the Proposed Human Relations Commission's 2024 Work Plan. (Recommended by Prosperity, Livability & Safety Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Human Relations Work Plan and Overview

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Prosperity, Livability & Safety Committee	02/08/2024	approved				Pass

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Human Relations Commission (HRC) Work Plan Update	
FROM: Rase McCray, Human Relations Manager	MEETING DATE: February 8, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: A: Human Relation Commission Work Plan Update PowerPoint	

PURPOSE: Communication and Public Engagement staff will present the HRC's 2024 work plan update

BACKGROUND:

On January 12, 2023, the Commission held a retreat to develop a proposed 2023 work plan. The Commission work plan was approved by Council on March 20, 2023, to include two items:

1. Study where the Human Relations Commission fits within High Point and can be most effective among the City's other Boards and Commissions and among other Human Relations Commissions in North Carolina.
2. Study or identify mental health resources and gaps in High Point for greater sharing with the community or for possible further action.

The Commission requests to continue to build upon and conclude these work plan items by adopting the following two proposed work plan items for 2024:

1. Support the "OK High Point" Mental Health Campaign
2. Promote Collaboration Among Boards and Commissions

BUDGET IMPACT: None

RECOMMENDATION / ACTION REQUESTED: Staff requests that the Council approve the proposed HRC 2024 work plan. Staff will also present an overview of the Human Relations Division and ongoing projects from previous HRC work plans.

HUMAN RELATIONS

RASE MCCRAY
HUMAN RELATIONS MANAGER





FUNCTIONS & SCOPE

Protecting Civil Rights

- Advising on Landlord/Tenant Issues
- Fair Housing Complaint Referrals & Trainings

Promoting Equal Opportunity

- Human Rights Initiatives & Policies
- Resource Sharing Partnerships

Positive Community Relations

- Inclusive Community Engagement & Multicultural Events



HUMAN RELATIONS COMMISSION

Advisory Body (9 Residents)

- Commissioners appointed by Council
- Annual work plan approved by Council

Commission Duties

- Advise Council on the establishment of human relations goals, objectives, policies, and standards
- Promote community understanding/respect
- Develop plans and analyses for human relations needs
- Conduct Council-approved programs and community events
- Encourage youth to become better trained and qualified for employment



PROTECTING CIVIL RIGHTS

- **92 Landlord/Tenant Issues Addressed**
 - FY22-23: 142 customers
- **8 Fair Housing Complaints referred to NCHRC**
 - FY22-23: 11 complaints
- **4 Fair Housing Trainings conducted**



PROMOTING EQUAL OPPORTUNITY

One High Point
Commission
Support

Fair Housing
Assistance
Program

City-Wide
Language Access
Policy

Provided organizational
support for meetings,
community outreach,
and communications

Progress reports
presented to Council
in 2021 and 2022

Participated in UNC's
Language Access
Collaborative



COMMUNITY OUTREACH

- **12 Events Organized/Attended (FY23-present)**
 - FY22-23: 17 events
 - FY21-22: 19 events
- **6,800 Interactions with High Point residents**
 - FY22-23: 3,978 interactions
 - FY21-22: 2,968 interactions





RECENT PROGRAMS

DAC
Fiery
Fest

Ramadan
Dinner

Main
in
Color

HPPL
Trunk
or
Treat

Unity
Festival

Senior
Lunch
-n-
Learns

M.L.K.
Parade

Juneteenth

Tenant
Leadership
Academy

Black
Luxe
Fest

Southside
Family
Night Out

Welcoming
Week

Humanitarian
Award

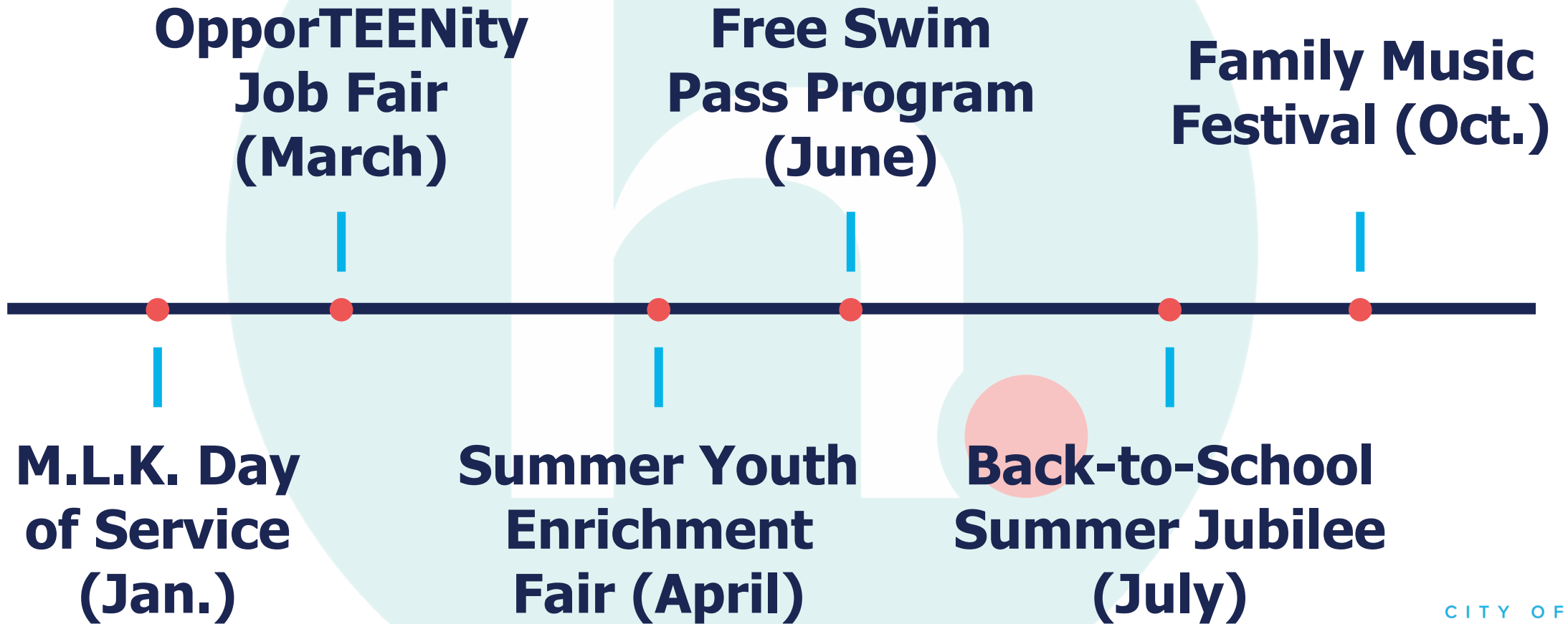
Multifaith
Day of
Prayer

Faith
Action
ID
Drive

...and
more!



2024 COMMUNITY PROGRAMS





WORK PLAN UPDATES

- **Explore the feasibility of High Point becoming a Fair Housing Assistance Program (2021)**
 - FHAP Presentation to Council in 2024
- **Develop Greater Outreach to High Point's Latinx Communities (2022)**
 - Language Access Presentation to Council in 2024
- **Explore Possible Ways to Bridge the Gap between Community and Law Enforcement (2022)**
 - Partnering with HPPD to explore a Crisis Intervention Team



WORK PLAN UPDATES

- **Identify community mental health resources for possible further action (2023)**
 - Surveyed current mental health resources in High Point
 - Partners: Foundation for Healthy High Point, Mental Health Associates of the Triad, Family Service of the Piedmont, Family Justice Center and RHA Health Services
 - Identified need for greater community awareness of resources
 - Findings aligned with “OK High Point” website/campaign

**Recommended Work Plan Item:
Support “OK High Point”
Mental Health Campaign**



WORK PLAN UPDATES

- **Study how HRC can be most effective among other Boards & Commissions (2023)**
 - Conferred with other local HRCs in NC
 - Studied mandates of other High Point Boards & Commissions
 - Surveyed residents at public events
 - Most common responses: “Affordable housing,” “kid & family events,” “language access services”
 - Will use findings to inform future programs

**Recommended Work Plan Item:
Promote Collaboration Among
Boards & Commissions**



2024 HRC WORK PLAN

- **Support “OK High Point” Mental Health Campaign**
 - Example Action Item: Create and mail “OK High Point” bill insert
- **Promote Collaboration Among Boards & Commissions**
 - Example Action Item: Invite other Boards & Commissions to an information sharing session



City of High Point

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

Master

File Number: 2024-053

File ID: 2024-053

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Prosperity,
Livability & Safety
Committee

File Created: 02/05/2024

File Name:

Final Action:

Title: Consideration of Oak Hollow Festival Site Plan
City Council is requested to approve the Oak Hollow Festival Site Plan.(Recommended by
Prosperity, Livability & Safety Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Festival Park Site Plan

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Prosperity, Livability & Safety Committee	02/08/2024	approved				

CITY OF HIGH POINT

AGENDA ITEM

TITLE: Oak Hollow Festival Park Site Plan	
FROM: Lee Tillery, Parks & Recreation Director	MEETING DATE: February 8, 2024
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Oak Hollow Festival Park Master Plan Presentation Oak Hollow Festival Park Master Plan Project Narrative	

PURPOSE: Site Plan for Oak Hollow Festival Park. Festival Park and the congruent North Overlook Park serve the City in many diverse capacities including major special events, rowing and regattas, along with passive opportunities along the lake front. The purpose of this plan was to develop an outline for future development, enhancements and additions based on our current programming and explore opportunities for new improvements and amenities.

BACKGROUND: The City contracted with Withers-Ravenel early in 2023 to work with our Parks & Recreation Department to establish a Site Plan for Oak Hollow Festival Park. The project was very thorough and included aspects such as site evaluation and history, meetings with staff and stakeholder groups, along with several opportunities for the public to be involved. This included two public meetings, interaction with our Parks & Recreation Commission, and an online survey. The site evaluation explored aspects associated with hydrology, accessibility, parking and evaluating opportunities to connect Festival Park with the North Overlook to enhance the total park areas while improving accessibility. Finally, we explored avenues to activate more of the open space, improve existing structures, build on opportunities for rowing, and plan for two new playgrounds within the entire park. Two draft plans were evaluated and then a final draft master plan was presented to the Parks & Recreation Commission. This final draft was approved by the Commission at the August 2023 meeting.

BUDGET IMPACT: No current budget impacts. Plan will be utilized for Planning and Budgeting purposes moving forward.

RECCOMENDATION/ACTION REQUESTED: The Parks & Recreation Department recommends approval of Site Plan and asks City Council to formally approve and adopt the plan as well.

OAK HOLLOW/FESTIVAL PARK MASTER PLAN

(HIGH POINT, NORTH CAROLINA)

8 FEBRUARY, 2024

HIGH POINT CITY COUNCIL





SITE INVENTORY: SITE IMAGES

OAK HOLLOW/FESTIVAL PARK MASTER PLAN

(HIGH POINT, NORTH CAROLINA)



SITE INVENTORY: SITE IMAGES

OAK HOLLOW/FESTIVAL PARK MASTER PLAN

(HIGH POINT, NORTH CAROLINA)

OAK HOLLOW/FESTIVAL PARK MASTERPLAN PROJECT TIMELINE

DECEMBER 15, 2022	<u>MEETINGS WITH CITY STAFF AND STAKEHOLDERS</u> - CITY DEPARTMENT HEADS - PARKS AND RECREATION STAFF - FRIENDS OF COLTRANE FESTIVAL - VISIT HIGH POINT - TRIAD UNITED ROWING - HIGH POINT UNIVERSITY
JANUARY 9, 2023	<u>COMMUNITY MEETING #1 OPEN HOUSE</u> 35 ATTENDEES - PRESENTATION OF SITE ANALYSIS MAPPING - INITIAL SURVEY TO UNDERSTAND COMMUNITY PERSPECTIVE AND NEEDS
JANUARY 2023	<u>COMMUNITY SURVEY</u> - TOTAL SURVEYS 150+ - SURVEY REVEALED THE FOLLOWING: 87% OF PARTICIPANTS VISIT THE PARK A COUPLE TIMES A YEAR MOSTLY FOR EVENTS WITH UNCLE SAM JAM BEING THE MOST POPULAR. - PARTICIPANTS INDICATED THAT FESTIVALS, PLAYGROUND, AND PICNICKING WERE THE TOP REASONS THEY VISIT THE PARK. OTHER POPULAR REASONS FOR VISITING THE PARK INCLUDE LAKE ACTIVITIES LIKE SAILING AND TO JUST RELAX AND LOOK AT THE LAKE.
FEBRUARY 2023	<u>CONCEPT PLAN ALTERNATIVES</u> TWO ALTERNATIVE PLANS WERE PREPARED AND REVIEWED WITH PARK STAFF AND REVIEW COMMENTS ENABLED PREPARATION OF A SINGLE DRAFT MASTER PLAN.
JUNE 12, 2023	<u>COMMUNITY MEETING #2 OPEN HOUSE / PARKS COMMISSION</u> 6 ATTENDEES - PRESENTATION OF DRAFT MASTER PLAN - SECOND SURVEY - PRESENTATION OF DRAFT MASTER PLAN TO PARKS ADVISORY COMMISSION
JULY 2023	<u>SECOND SURVEY</u> SURVEY INDICATED SUPPORT OF RECOMMENDATIONS ILLUSTRATED BY DRAFT MASTER PLAN WITH PLAYGROUNDS AND WALKING TRAILS RISING TO THE TOP
AUGUST 14, 2023	<u>PARKS COMMISSION</u> PRESENTATION OF FINAL MASTER PLAN AND OPINION OF PROBABLE CONSTRUCTION COST TO PARKS COMMISSION



LEGEND

- PROPERTY LINE
- MAJOR CONTOUR (5' INTERVAL)
- PAVED AREA

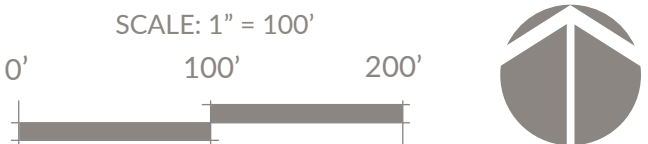
SITE DATA

- 46 ACRES
- 3920 LF SHORELINE
- 1576 LF DAM
- 2.75 ACRE IMPERVIOUS SURFACE (6%)

SITE INVENTORY: PARK ELEMENTS

OAK HOLLOW/FESTIVAL PARK MASTER PLAN

(HIGH POINT, NORTH CAROLINA)



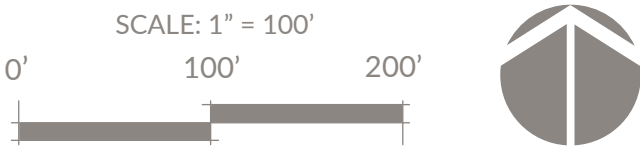


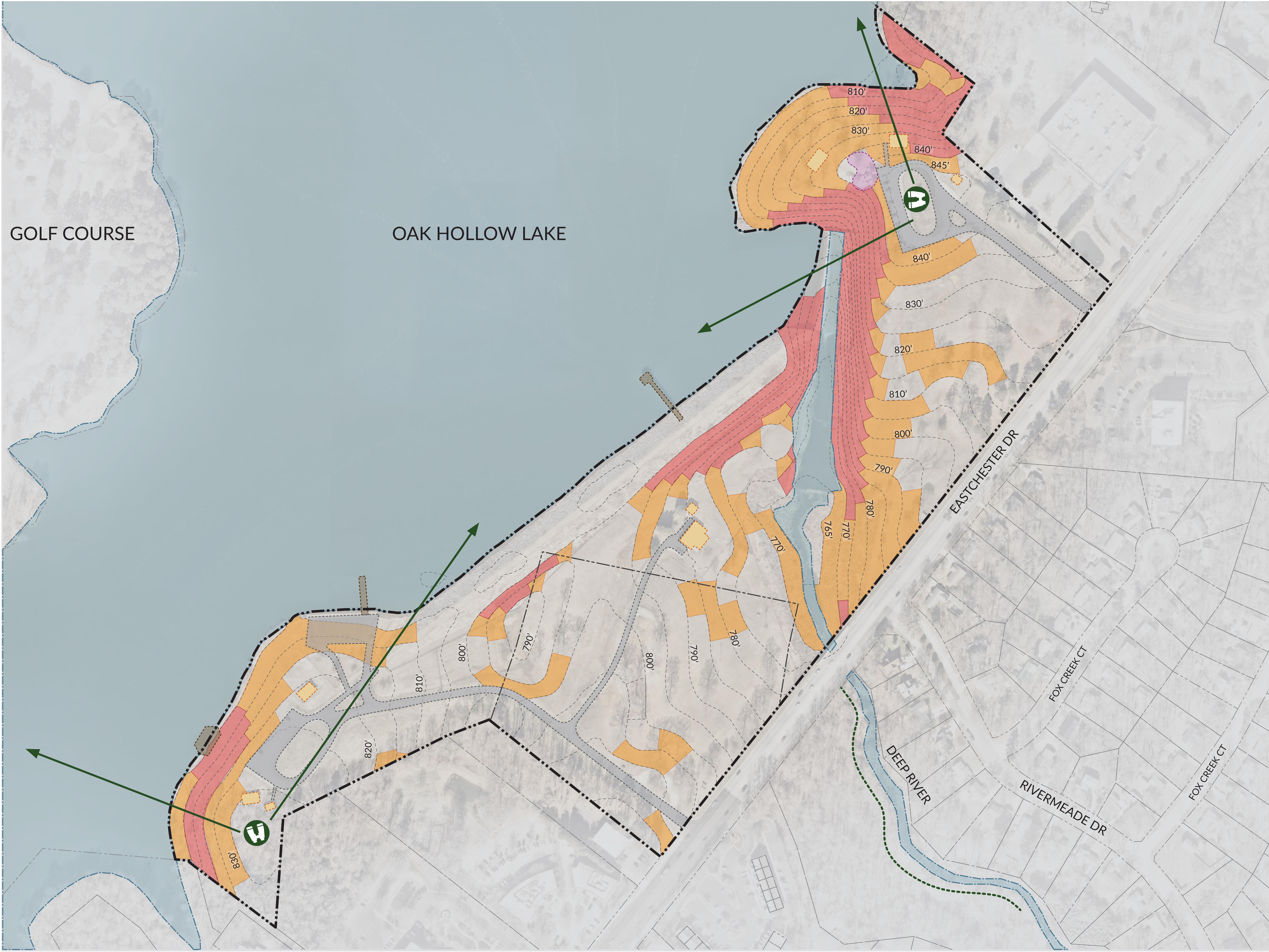
LEGEND

- PROPERTY LINE
- PAVED AREA
- FLOODWAY
- 100 YEAR FLOODPLAIN 1% ANNUAL RISK
- 500 YEAR FLOODPLAIN 0.2% ANNUAL RISK

SITE INVENTORY: HYDROLOGY

OAK HOLLOW/FESTIVAL PARK MASTER PLAN
(HIGH POINT, NORTH CAROLINA)



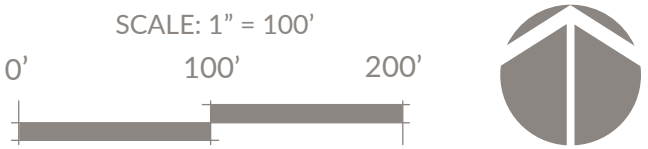


LEGEND

- PROPERTY LINE
- MAJOR CONTOUR (5' INTERVAL)
- PAVED AREA
- 10-20% SLOPE
- >20% SLOPE
- HIGH POINT
- LAKE VIEW

SITE INVENTORY: SLOPE ANALYSIS

OAK HOLLOW/FESTIVAL PARK MASTER PLAN
(HIGH POINT, NORTH CAROLINA)



GOLF COURSE

OAK HOLLOW LAKE

IMPROVED
PLAYGROUND

OPEN SPACE

PARKING
100 SPACES

DESIGN FEATURES

- REMOVES CARS FROM VIEW AREAS
- SIGNIFICANT INCREASE IN PARKING
- NO BOAT HOUSE
- OPP. FOR MULTIPLE STAGES
- CONNECTING WALK SYSTEM
- BOARDWALK
- EXISTING STRUCTURES/USES REMAIN IN PLACE
- REFORESTATION

TEMPORARY
STAGE (3)

WALKING PATH
OVER 1 MILE

150' LONG BOARDWALK
ELEVATION 770.0

REFORESTATION
GROVE

PARKING
140 SPACES

OPTION A
2.23.23

OPEN
SPACE

LOW
AREA

GATE

FOX CREEK CT

RIVERMEADE DR

FOX CREEK CT

DEER CREEK

SCALE: 1" = 100'
0' 100' 200'



OAK HOLLOW/FESTIVAL PARK MASTER PLAN

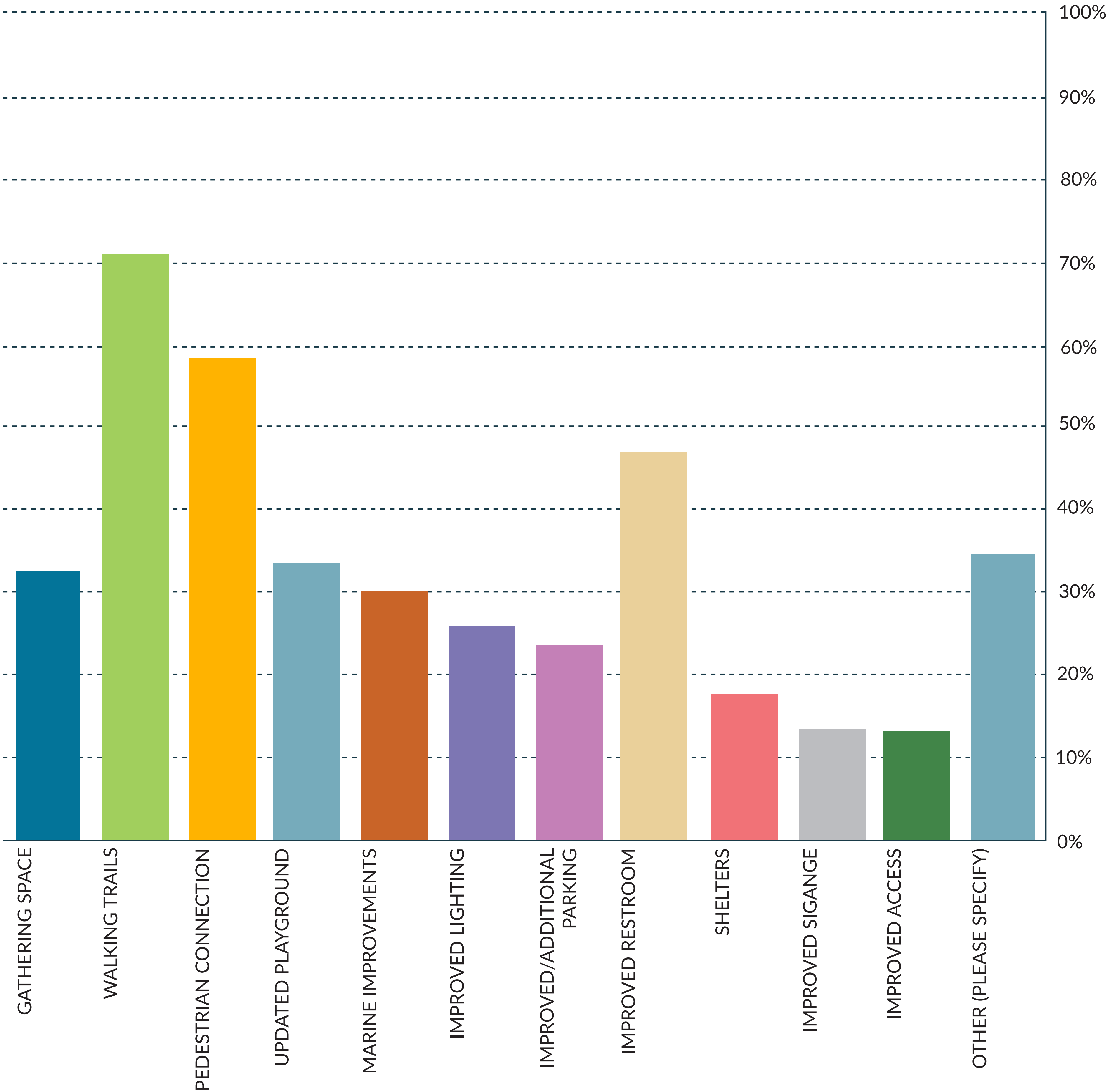
(HIGH POINT, NORTH CAROLINA)

OAK HOLLOW/FESTIVAL PARK MASTER PLAN COMMUNITY SURVEY

Q9

WHAT IMPROVEMENTS AND/OR NEW FACILITIES/AMENITIES WOULD YOU LIKE TO SEE MADE? PLEASE CHOOSE AS MANY OPTIONS AS YOU WISH.

ANSWER: 89 SKIPPED: 62



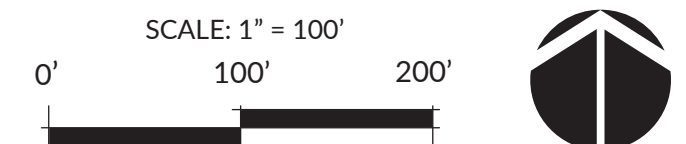


LEGEND

- PROPERTY LINE
- - - MAJOR CONTOUR (5' INTERVAL)
- 01 ENTRY DRIVE
- 02 PARKING
- 03 EXISTING SHELTER
- 04 PROPOSED SHELTER
- 05 EXISTING STAGE
- 06 POTENTIAL STAGE
- 07 EXISTING RESTROOM
- 08 NEW PLAYGROUND
- 09 TEMPORARY STAGE
- 10 WALK
- 11 BOARDWALK/OPTION A
- 12 PEDESTRIAN BRIDGE/OPTION B
- 13 BOARDWALK OVER SCM
- 14 VIEWPOINT
- 15 DOCK
- 16 PAVED AREA
- 17 DAM
- 18 SPILLWAY
- 19 INTAKE STRUCTURE
- 20 NEW RESTROOM

DRAFT MASTER PLAN

OAK HOLLOW/FESTIVAL PARK MASTER PLAN



OAK HOLLOW FESTIVAL PARK AND NORTH OVERLOOK MASTER PLAN COMMUNITY SURVEY

Q1

WHAT ARE YOUR FAVORITE PARTS OF THE PLAN?

ANSWERED: 28 SKIPPED: 1

1. LOVE THE ADDITIONAL **PLAYGROUND!** 8/6/2023 7:27 PM

2. I LOVE THAT AN INVESTMENT IN IMPROVEMENTS IS BEING MADE OVERALL. I LOVE THIS PARK, ESPECIALLY THE OVERLOOK SIDE. IT'S SO PEACEFUL AND BEAUTIFUL. I LIKE THAT IMPROVEMENTS ARE PLANNED FOR THE **PLAYGROUND** AND I LIKED THE IDEA OF THE ADDED **WALKING TRAIL.** 8/4/2023 11:51 PM

3. IMPROVED **WALKING PATH** BETWEEN SIDES OF THE PARK. 8/4/2023 5:38 PM

4. WALKING CONNECTING 2 PARKS AND NEW **PLAY GROUND** 8/3/2023 12:55 AM

5. THE NEW PLAYGROUND 8/2/2023 8:29 PM

6. I LOVE THE PLAN TO MAKE IT **WALKABLE.** I'VE WANTED THAT FOR A WHILE NOW AND IT WILL BE NICE TO BE PAVED SO I CAN USE A STROLLER. I ALSO LIKE THE IDEA OF NEW OR UPDATED PLAYGROUNDS.
8/2/2023 8:01 PM

7. **WALKWAYS** CONNECTING THE TWO AREAS AND THE ADDITIONAL PLAYGROUND.
8/2/2023 5:29 PM

8. EXPANDED PARKING AND MORE **PLAYGROUNDS** 8/2/2023 3:49 PM

9. LOVE THE **WALKING PATH** AND NEW **PLAYGROUND** 8/2/2023 1:16 PM

10. IT'S ON/NEAR THE WATER 8/2/2023 1:13 PM

11. THE **WALKWAY!** 8/2/2023 10:48 AM

12. THE NEW POTENTIAL STAGES, THE NEW **PLAYGROUNDS** AND THE BOARDWALK 8/2/2023 10:14 AM

13. THAT IT CREATES AN ACTUAL PARK RATHER THAN, AS NEAR AS I CAN TELL, A PARKING LOT. 8/2/2023 9:26 AM

14. MORE **WALKING PATHS** WOULD BE GREAT. 8/2/2023 4:48 AM

15. THE BRIDGE CONNECTING THE TWO SPACES AND THE SIDEWALK ON EASTCHESTER.
- 15 THE BRIDGE CONNECTING THE TWO SPACES AND THE SIDEWALK ON EASTCHESTER.
8/2/2023 4:47 AM

16 PICNIC AREAS AND **PLAYGROUND** AREAS . 8/2/2023 3:07 AM

17 CONNECTING THE PARKS, NEW **PLAYGROUND,** INCREASED PARKING 8/1/2023 11:37 PM

18 MORE ACCESS FOR DIFFERENTLY ABLED BODIES 8/1/2023 10:01 PM

19 THE UPDATED BATHHOUSES 8/1/2023 8:28 PM

20 **PLAYGROUND** UPDATED 8/1/2023 7:58 PM

21 THE **PLAYGROUND** IMPROVEMENT AND NEW PLAYGROUND 8/1/2023 7:56 PM

22 THE IDEA THAT THE TWO PARKS WILL BE **CONNECTED.** 8/1/2023 7:56 PM

23 **PLAYGROUNDS** AND TRAILS 8/1/2023 6:42 PM

24 I LOVE THE IDEA OF THE PARKS BETTER **CONNECTING WITH THE PATH** AND BRIDGE. I PREFER OPTION A FOR THE BRIDGES BECAUSE IT'S FURTHER FROM THE ROAD AND MORE PEACEFUL/LESS SCARY FOR KIDS. 8/1/2023 6:25 PM

25 NEW **PLAYGROUNDS,** EXTRA PARKING AND WALKING TRAILS. 8/1/2023 6:16 PM

26 **WALKING** LOOP IS A GREAT ADDITION TO MAKE MORE USE OUT OF THE SPACE. 8/1/2023 5:24 PM

27 THE **WALKING PATH** AND BOARDWALK TO CONNECT BOTH SIDES. 6/22/2023 4:48 PM

28 10 & 11 I LOVE THAT YOU COULD **PARK ON ONE SIDE AND STILL ACCESS THE OTHER!**
6/14/2023 8:25 PM

Oak Hollow/Festival Park Master Plan - 45.7 Acres		Unit	Quantity	Unit Cost	Subtotal	
A. General						
2	Staking and Layout	lump sum	1	\$15,000.00	\$15,000	
B. Demolition						
1	Pavement removal	sq. yard	12,304.0	\$25.00	\$307,600	
2	Playground removal	Allowance	1	\$15,000.00	\$15,000	
3	Utility removal	Allowance	1	\$40,000.00	\$40,000	
Subtotal:					\$362,600	
C. Grading/ Drainage						
1	Site Grading	acre	22.0	\$20,000.00	\$440,000	
2	Erosion Control	Allowance	1	\$25,000.00	\$25,000	
3	Drainage infrastructure	Allowance	1	\$40,000.00	\$40,000	
4	Construction Entrance	each	2	\$2,500.00	\$5,000	
Subtotal:					\$510,000	
D. Buildings and Structures						
1	New Restroom	allowance	1	\$300,000	\$300,000	
2	Restroom Renovation	allowance	2	\$150,000	\$300,000	
3	Shelter	allowance	1	\$200,000	\$200,000	
4	Bridge	LF	130	\$5,000	\$650,000	
4	Boardwalks	LF	300	\$500	\$150,000	
Subtotal:					\$1,600,000	
D. Hardscape						
1	Concrete Walks	sq. yard	11,532	\$60.00	\$691,920	
2	Parking/Drive (Asphalt) w striping	sq. yard	13,924	\$45.00	\$626,580	
3	Curb and Gutter	LF	2,386	\$24.00	\$57,264	
Subtotal:					\$1,375,764	
E. Playground (2)						
1	Playground Edge	linear foot	600	\$20.00	\$12,000	
2	Playground Surfacing	sq. foot	5,000	\$22.00	\$110,000	
3	Play Equipment	Allowance	1	\$400,000.00	\$400,000	
Subtotal:					\$522,000	
F. Park Amenities						
1	Benches	each	40	\$1,000.00	\$40,000	
2	Trash Receptacles	each	15	\$500.00	\$7,500	
3	Signage	allowance	1	\$20,000.00	\$20,000	
Subtotal:					\$67,500	
G. SCMs						
1	SCMs	each	2	\$30,000.00	\$60,000	
Subtotal:					\$60,000	
H. Utilities						
1	Electrical	allowance	1	\$100,000.00	\$100,000	
2	Water	allowance	1	\$150,000.00	\$150,000	
3	Sewer	allowance	1	\$150,000.00	\$150,000	
4	Lighting	allowance	1	\$100,000.00	\$100,000	
Subtotal:					\$500,000	
I. Landscape						
1	Trees	each	50	\$2,000.00	\$100,000	
3	Seeding / groundcover	sq foot	400,000	\$1.25	\$500,000	
Subtotal:					\$600,000	
Oak Hollow/Festival Park Subtotal					\$5,612,864	
Contingency						
1	Mobilization and General Conditions	lump sum	1		\$420,965	7.5% of subtotal
2	Design/Engineering Services	lump sum	1		\$673,544	12% of subtotal
3	Construction Contingency	lump sum			\$1,122,573	20% of subtotal
TOTAL:					\$7,829,945	

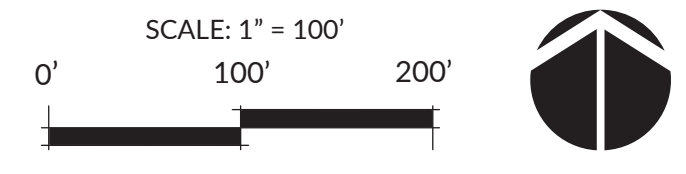


LEGEND

- PROPERTY LINE
- MAJOR CONTOUR (5' INTERVAL)
- 01 ENTRY DRIVE
- 02 PARKING
- 03 EXISTING SHELTER
- 04 PROPOSED SHELTER
- 05 EXISTING STAGE
- 06 POTENTIAL STAGE
- 07 EXISTING RESTROOM
- 08 NEW PLAYGROUND
- 09 TEMPORARY STAGE
- 10 WALK
- 11 BOARDWALK/OPTION A
- 12 PEDESTRIAN BRIDGE/OPTION B
- 13 BOARDWALK OVER SCM
- 14 VIEWPOINT
- 15 DOCK
- 16 PAVED AREA
- 17 DAM
- 18 SPILLWAY
- 19 INTAKE STRUCTURE
- 20 NEW RESTROOM

FINAL MASTER PLAN

OAK HOLLOW/FESTIVAL PARK MASTER PLAN



Oak Hollow/Festival Park Master Plan

Project Narrative

The Master Plan for Oak Hollow/Festival Park illustrates a vision that reinvents the park for festivals and events as well as everyday use. Improvements are focused on enhancing the park's ability to accommodate festivals and increasing everyday recreation opportunities, making the park more accessible.

The plan reflects community engagement as well as input from city staff and stakeholder groups. Meetings were held with key stakeholders and 2 community meetings were held to solicit input as the plan developed. On-line surveys were also provided to gather community perspective on current issues, recreational needs, aspirations, and priorities. As part of the process, alternative concepts and ideas for park improvements were prepared and made available to identify preferences. During the process, plans for the park were also presented to and approved by the City of High Point's Parks & Recreation Commission Board.

Continuing to support festivals and events like the 2-day Coltrane Jazz Festival, regattas and holiday gatherings is a primary focus of the plan. To accommodate the expansion of festivals, the plan includes increased parking, a connecting walkway system, and the definition of spaces for performances. Five locations for temporary stages for festivals are strategically sited, utilizing existing grade as natural amphitheaters. Areas traditionally used to stage regattas remain.

Parking areas and associated drives on both sides of the spillway were reconfigured and expanded, increasing parking from 45 to 166 spaces, 104 on the west side and 62 on the east side. A view of the lake from the parking area on the east side is maintained by the master plan.

The walkway system connects both sides of the park across the Deep River benefiting both festivals and everyday use. Two pedestrian connections are illustrated. One parallels Eastchester Road, while the other is internal to the park, crossing the river just south of the spillway. In addition to connecting the two sides of the park, walkways eliminate the need for blocking off the road during festivals, define spaces for gathering and performance and provide the everyday visitor with an enhanced experience. The system creates a walk that is nearly a mile from one end of the park to the other. The circle loop of the west side of the park is one-third of a mile. All walkways are accessible and include designated areas to enjoy the views of the lake.

In addition to restructuring the park with the new walkway system and the defining specific spaces the master plan also recommends the following improvements:

- Replacement of the existing playground and the addition of a new playground. Each playground will be inclusive and offer play experiences for children of all ages.
- Renovation of restroom facilities / New restroom facilities
- Picnic facilities / shelters
- Enhanced landscaping
- Lighting
- Site amenities, benches / trash receptacles
- Identity / Wayfinding Signage
- Stormwater treatment facilities (2 ponds)
- Utility Infrastructure (electrical, sewer and water)





City of High Point

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

Master

File Number: 2024-051

File ID: 2024-051

Type: Ordinance

Status: To Be Introduced

Version: 1

Reference:

In Control: Prosperity,
Livability & Safety
Committee

File Created: 02/05/2024

File Name:

Final Action:

Title: Consideration of the City of High Point Fair Housing Ordinance
City Council is requested consider the Human Relations Commission's previous recommendation that the City of High Point "adopt a Fair Housing Ordinance that is substantially equivalent to federal fair housing laws." Adopting this ordinance will require an amendment to the City of High Point's Code of Ordinance amending Sec 4.3.1, Article A, Chapter 3, Title 4. (Recommended by Prosperity, Livability & Safety Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Proposed Fair Housing Ordinance

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Prosperity, Livability & Safety Committee	02/08/2024	approved				

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Human Relations Commission Fair Housing Recommendation	
FROM: Jeron Hollis, Managing Director	MEETING DATE: February 8, 2024
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: A. Proposed Fair Housing Ordinance	

PURPOSE: To consider the Human Relations Commission's (HRC) previous recommendation that the City of High Point adopt a substantially equivalent Fair Housing Ordinance.

BACKGROUND: On Feb. 1, 2021, Council approved the HRC's 2021 work plan by a vote of 9-0, which included tasking the HRC to explore the feasibility of High Point becoming a Fair Housing Assistance Program (FHAP).

At the May 17, 2021, Manager's Briefing, Human Relations staff presented the HRC's initial fair housing report.

In July and August of 2021, the HRC hosted a Housing Security Workshop Series to seek public feedback on the feasibility of High Point becoming a FHAP. Over fifty attendees representing a diverse body of community stakeholders—including housing providers, the Family Justice Center, and community advocates—attended these workshops and provided input.

On August 12, 2021, after the conclusion of the Workshop Series, the HRC voted 7-0 to recommend that the City of High Point become a FHAP.

On May 3, 2022, the Community Development Committee received the HRC's recommendation, as presented by CPE staff, and an overview of a substantially equivalent Fair Housing Ordinance, as presented by the City Attorney's office. The Committee voted 4-0 to send the recommendation to Council for full consideration at the May 16 regular City Council meeting.

On May 16, 2022, Council made three votes on the HRC's recommendation for the City of High Point to become a FHAP:

- Motion approved (6–3) to adopt HRC recommendation that High Point become a FHAP and direct City staff to undertake the required steps for FHAP certification.
- Motion failed (5–4) to adopt a substantially equivalent Fair Housing Ordinance
- Motion approved (5–4) to create a Human Relations Specialist position to offer additional fair housing trainings and to process fair housing complaints.

BUDGET IMPACT: None

CITY OF HIGH POINT

AGENDA ITEM



RECOMMENDATION /ACTION REQUESTED: Staff recommends the Council consider the HRC's previous recommendation that the City of High Point "adopt a Fair Housing Ordinance that is substantially equivalent to federal fair housing laws." Adopting this ordinance will require an amendment to the City of High Point's Code of Ordinances amending Sec 4.3.1, Article A, Chapter 3, Title 4.

**AN ORDINANCE AMENDING SECTION 4.3.1, ARTICLE A, CHAPTER 3,
TITLE 4 OF THE CITY OF HIGH POINT CODE OF ORDINANCES
ENTITLED “FAIR HOUSING ORDINANCE”**

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of High Point that Section 4, Article A, Chapter 3, Title 4 of the City of High Point Code of Ordinances is amended as follows:

Sec. 4-3-1. ~~Procedures.~~ Title.

~~The manager will establish a procedure for addressing citizens’ concerns relating to fair housing issues.~~

This article shall be known and may be cited as the “Fair Housing Ordinance” of the City of High Point.

Sec. 4-3-2. Purpose.

The general purpose of this article is to:

- (a) Provide for all individuals within the City of High Point freedom from housing discrimination because of race, color, national origin, religion, sex, familial status, and handicap or disability in real estate transactions, including, but not limited to, the sale, rental, or advertising of dwellings, the provision of brokerage services, and the availability of residential real estate-related transactions; and
- (b) Provide for local resolution of housing discrimination disputes in a timely and effective manner; and
- (c) Provide rights and remedies for violation of the Fair Housing Ordinance that are substantially equivalent to the rights and remedies embodied in Title VIII of the Federal Civil Rights Act of 1968, as amended.

The City of High Point may adopt ordinances prohibiting discrimination on the basis of race, color, national origin, religion, sex, familial status, handicap or disability in real estate transactions. Such ordinances may regulate or prohibit any act, practice, activity or procedure related, directly or indirectly, to the sale or rental of public or private housing, which affects or may tend to affect the availability, accessibility or desirability of housing on an equal basis to all persons; may provide that the City of High Point may apply to the court or the aggrieved persons in a private right of action instituted under the ordinance may apply to the court for appropriate legal and equitable remedies including mandatory and prohibitory injunctions, temporary restraining orders, orders of abatement, actual and punitive damages, the assessment of civil penalties in accordance with the

Fair Housing Amendments Act, and attorney's fees to the prevailing party and the court shall have the power to grant such remedies.

Sec. 4-3-3. Severability.

The provisions of this article are severable, and, if any part or provision of this article is held invalid, the remainder of the article, and the application of the provision to other persons not similarly situated or to other circumstances, shall not be affected or impaired thereby.

Sec. 4-3-4. Definitions.

When used in this article, the following words, terms, and phrases shall have the meanings ascribed to them in this section:

"Aggrieved person" includes any person who:

- (a) Claims to have been injured by a discriminatory housing practice; or
- (b) Believes that such person will be injured by a discriminatory housing practice that is about to occur.

"Broker or Agent" includes any person authorized to perform an action on behalf of another person regarding any matter related to the sale or rental of dwellings, including offers, solicitations, or contracts, and the administration of matters regarding such offers, solicitations, or contracts, or any residential real estate-related transactions.

"Complainant" means a person (including the Director) who files a complaint under this article.

"Conciliation" means the attempted resolution of issues raised by a complaint, or by the investigation of such complaint, through informal negotiations involving the aggrieved person, the respondent, and the Director.

"Conciliation agreement" means a written agreement setting forth the resolution of the issues in conciliation.

"Covered multifamily dwellings" means:

- (a) Buildings consisting of four (4) or more residential units if such buildings have one or more elevators; and
- (b) Ground floor residential units in other buildings consisting of four (4) or more residential units.

"Director" means the Director of the City's Department overseeing the Human Relations Division, or the designee of the Director.

“Disability” or “Handicap” means, with respect to an individual:

- (a) A physical or mental impairment that substantially limits one or more major life activities of such individual;
 - (b) A record of having such an impairment; or
 - (c) Being regarded as having such an impairment.
- (1) This term does not apply to current, illegal use of, or addiction to, a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

“Discriminatory housing practice” means an act that is unlawful under this article.

“Division” means the City’s Human Relations Division.

“Dwelling” means:

- (a) Any building, structure, or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one or more families; and
- (b) Any vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure, or portion thereof.

“Familial status” means one or more individuals (who have not attained the age of 18 years) being domiciled with:

- (a) A parent or another person having legal custody of such individual or individuals;
or
- (b) The designee of such parent or other person having such custody, with the written permission of the parent or other person.

The protections afforded against discrimination on the basis of familial status shall apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of 18 years.

“Family” includes a single individual.

“Person” includes one or more individuals, political subdivisions of the state and instrumentalities thereof, including the city or any governmental entity or agency thereof, corporations, partnerships, associations, labor organizations, legal representatives, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, bankruptcy trustees, receivers, fiduciaries, or any other legal or commercial entity.

“Prevailing party” has the same meaning as such term has in Section 722 of the Revised Statutes of the United States (42 U.S.C. 1988).

“Race” and “National origin” include hair texture and hairstyles that are commonly associated with race or national origin.

“To rent” includes to lease, to sublease, to let, and otherwise to grant for a consideration the right to occupy premises not owned by the occupant.

“Residential real estate–related transaction” means:

- (a) The making or purchasing of loans or providing other financial assistance:
 - (1) For purchasing, constructing, improving, repairing, or maintaining a dwelling; or
 - (2) Secured by residential real estate.
- (b) The selling, brokering, or appraising of residential real property.

“Respondent” means:

- (a) The person or other entity accused in a complaint of an unfair housing practice; and
- (b) Any other person or entity identified in the course of investigation and notified as required with respect to respondents so identified under Section 16(a) of this article.

“Sex” includes sexual orientation, gender expression, and gender identity.

Sec. 4-3-5. Exemptions – Sales and Rentals.

- (a) Nothing in Section 9 of this Article (entitled “Discrimination in Sale or Rental”) other than subsection (b) of this section shall apply to:
 - (1) The sale or rental of any single-family house by an owner: Provided that such private individual owner does not own or have any interest in more than three (3) such single-family houses at any one time: Provided further, that in the case of the sale of any such single-family house by a private individual owner not residing in such house at the time of such sale or who was not the most recent resident of such house prior to such sale, the exemption granted by this subsection shall only apply with respect to one such sale within any twenty-four (24) month period: Provided further, that such bona fide private individual owner does not own any interest in, nor is there owned or reserved on his behalf, under any express or voluntary agreement, title to or any right to all or a portion of the proceeds from the

sale or rental of, more than three (3) such single-family houses at any one time: Provider further, that the sale or rental of any such single-family house shall be excepted from the application of this subchapter only if such house is sold or rented:

- (i) Without the use in any manner of the sales or rental facilities or the sales or rental services of any person in the business of selling or renting dwellings, or of any employee of any such broker, agent or salesman, or person; and
- (ii) without the publication, posting or mailing, after notice of any advertisement or written notice in violation of the ordinance.

Nothing in this provision shall prohibit the use of attorneys, escrow agents, abstractors, title companies, and other such professional assistance as necessary to perfect or transfer the title; or

- (2) Rooms or units in dwellings containing living quarters occupied or intended to be occupied by no more than four (4) families living independently of each other, if the owner actually maintains and occupies one (1) of such living quarters as his, her, or their residence.
- (b) For purposes of subsection (a) of this section, a person shall be deemed to be in the business of selling or renting dwellings if:
- (1) He, she, or they have, within the preceding twelve (12) months, participated as principal in three (3) or more transactions involving the sale or rental of any dwelling or any interest therein; or
 - (2) He, she, or they have, within the preceding twelve (12) months, participated as agent, other than in the sale of their own personal residence, in providing sales or rental facilities or sales or rental services in two (2) or more transactions involving the sale or rental of any dwelling or any interest therein; or
 - (3) He, she, or they are the owner of any dwelling designed or intended for occupancy by, or occupied by, five (5) or more families.
- (c) This article does not prohibit conduct against a person because such person has been convicted under federal law or the law of any state of the illegal manufacture or distribution of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

Sec. 4-3-6. Exemptions – Religious Organizations and Private Clubs.

Nothing in this article shall prohibit a religious organization, association, or society, or any nonprofit institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society, from limiting the sale, rental, or occupancy of dwellings which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such persons, unless membership in such religion is restricted on account of race, color, or national origin. Nor shall anything in this subchapter prohibit a private club not in fact open to the public, which as an incident to its primary purpose or purposes provides lodgings which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodgings to its members or from giving preference to its members.

Sec. 4-3-7. Exemptions – Housing for Older Persons.

- (a) The provisions of this article relating to familial status do not apply to housing for older persons.
- (b) “Housing for Older Persons” means housing:
 - (1) Provided under any State or Federal program that the U.S. Department of Housing and Urban Development determines is specifically designed and operated to assist elderly persons (as defined in the State or Federal program); or
 - (2) Intended for, and solely occupied by, persons 62 years of age or older; or
 - (3) Intended and operated for occupancy by persons 55 years of age or older, and:
 - (i) At least 80 percent of the occupied units are occupied by at least one person who is 55 years of age or older;
 - (ii) The housing facility or community publishes and adheres to policies and procedures that demonstrate the intent required under this subsection; and
 - (iii) The housing facility or community complies with rules issued by the U.S. Department of Housing and Urban Development for verification of occupancy, which shall:
 - (A) Provide for verification by reliable surveys and affidavits; and
 - (B) include examples of the types of policies and procedures relevant to a determination of compliance with the requirement of subsection (b)(3)(ii). Such surveys and

affidavits shall be admissible in administrative and judicial proceedings for the purposes of such verification.

- (a) Housing shall not fail to meet the requirements for housing for older persons by reason of:
 - (1) The existence of unoccupied units, if such units are reserved for occupancy by persons who meet the age requirements of this section;
 - (2) The existence of units occupied by employees of the housing (and family members residing within the same unit) provided they perform substantial duties directly related to the management or maintenance of the housing.
- (d) A person shall not be held personally liable for monetary damages for a violation of this article if such person reasonably relied, in good faith, on the application of the exemption under this section relating to housing for older persons. A person may only show good faith reliance on the application of this exemption by showing that:
 - (1) Such person has no actual knowledge that the facility or community is not, or will not be, eligible for such exemption; and
 - (2) The facility or community has stated formally, in writing, that the facility or community complies with the requirements for such exemption.

Sec. 4-3-8. Effect on Other Law.

- (a) Nothing in this article repeals any other section of this Code or any other City ordinance relating to discrimination on the basis of race, color, national origin, religion, sex, familial status, handicap, or disability. However, all such ordinances and portions thereof that are in conflict with this article are repealed to the extent of such conflict.
- (b) Nothing in this article limits any right, procedure, or remedy available under the Constitution or any other Act of the Congress.
- (c) Nothing in this article limits any reasonable local, state, or federal restrictions regarding the maximum number of occupants permitted to occupy a dwelling.
- (d) Nothing in this article nullifies any provisions of the North Carolina Building Code applicable to the construction of residential housing for persons with disabilities.

Sec. 4-3-9. Discrimination in Sale or Rental and Other Prohibited Acts.

- (a) Except as otherwise exempted by this article, it shall be unlawful to:

- (1) Refuse to sell or rent after the making of a bona fide offer, or refuse to negotiate for the sale or rental of, or fail to transmit or refuse to receive, consider, or accept a bona fide offer to sell or rent a dwelling, or otherwise make unavailable or deny, a dwelling to any person because of race, color, national origin, religion, sex, familial status, handicap, or disability;
- (2) Discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, national origin, religion, sex, familial status, handicap, or disability;
- (3) Make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, national origin, religion, sex, familial status, handicap, or disability, or an intention to make any such preference, limitation, or discrimination based on race, color, national origin, religion, sex, familial status, handicap, or disability;
- (4) Represent to any person because of race, color, national origin, religion, sex, familial status, handicap, or disability that any dwelling is not available for inspection, sale, or rental when such dwelling is in fact so available;
- (5) For profit, to induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or persons of a particular race, color, national origin, religion, sex, familial status, handicap, or disability;
- (6) Restrict or attempt to restrict the choices of a person by word or conduct in connection with seeking, negotiating for, buying, or renting a dwelling to perpetuate, or tend to perpetuate, segregated housing patterns, or to discourage or obstruct choices in a community, neighborhood, or development on the basis of particular race, color, national origin, religion, sex, familial status, handicap, or disability;
- (7) Discriminate in the sale or rental, or to otherwise make unavailable or deny, a dwelling to any buyer or renter because of a handicap or disability of (a) that buyer or renter, (b) a person residing in or intending to reside in that dwelling after it is sold, rented, or made available, or (c) any person associated with that buyer or renter;
- (8) Discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a handicap or disability of (a) that person, (b) a person residing in or intending to reside in that dwelling

after it is sold, rented, or made available, or (c) any person associated with that person.

(b) For purposes of this subsection, discrimination includes:

- (1) A refusal to permit, at the expense of the handicapped or disabled person, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises; except that, in the case of a renter, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted;
- (2) A refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling; or
- (3) In connection with the design and construction of covered multifamily dwellings for first occupancy after the date that is 30 months after the enactment of this article, a failure to design and construct those dwellings in a manner that:
 - (i) The public use and common use portions of the dwellings are readily accessible to and usable by handicapped or disabled persons;
 - (ii) All the doors designed to allow passage into and within all premises within the dwellings are sufficiently wide to allow passage by handicapped or disabled persons in wheelchairs; and
 - (iii) All premises within such dwellings contain the following features of adaptive design:
 - (A) An accessible route into and through the dwelling;
 - (B) Light switches, electrical outlets, thermostats, and other environmental controls in accessible locations;
 - (C) Reinforcements in bathroom walls to allow later installation of grab bars; and
 - (D) Usable kitchens and bathrooms so that an individual in a wheelchair can maneuver about the space.

- (c) The requirements of subsection (b)(3)(iii) of this section can be satisfied through compliance with the appropriate requirements of:
 - (1) The fair housing accessibility guidelines established by the United States Department of Housing and Urban Development; and
 - (2) The American National Standard for Buildings and Facilities Providing Accessibility and Usability for Physically Handicapped People (commonly cited as “ANSI A117.1”).
- (d) Nothing in this article shall be construed to require the Director to review or approve the plans, designs, or construction of covered multifamily dwellings, to determine whether the design and construction of such dwellings are consistent with the requirements of subsection (b)(3).
- (e) Nothing in this article should be construed to invalidate or limit any law that requires dwellings to be designed and constructed in a manner that affords handicapped or disabled persons greater access than is required by this article.
- (f) Nothing in this section requires that a dwelling be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others.

Sec. 4-3-10. Discrimination in Residential Real Estate–Related Transactions.

- (a) It shall be unlawful for any person or other entity whose business includes engaging in residential real estate–related transactions to discriminate against any person in making available such a transaction, or in the terms or conditions of such a transaction, because of race, color, national origin, religion, sex, familial status, handicap, or disability.
- (b) As used in this section, the term “residential real estate-related transaction” means any of the following:
 - (1) The making or purchasing of loans or providing other financial assistance for purchasing, constructing, improving, repairing, or maintaining a dwelling; or secured by residential real estate;
 - (2) The selling, brokering, or appraising of residential real estate property.
- (c) Unlawful residential real estate–related transactions under this section including, but are not limited to:

- (1) Using a form of application for financial assistance, or making or keeping a record or inquiry in connection with applications for financial assistance, that indicates, directly or indirectly, an intent to make a limitation, specification, or discrimination as to race, color, national origin, religion, sex, familial status, handicap, or disability;
- (2) Failing or refusing to provide to any person, in connection with a residential real estate-related transaction, information regarding the availability of loans or other financial assistance, application requirements, or procedures or standards for the review and approval of loans or financial assistance, or providing information that is inaccurate or different from that provided others, because of race, color, national origin, religion, sex, familial status, handicap, or disability.
- (3) Discriminating against the applicant in the sale, brokerage, or appraisal of real property because of race, color, national origin, religion, sex, familial status, handicap, or disability.
- (d) Nothing in this article prohibits a person engaged in the business of furnishing appraisals of real property to take into consideration factors other than race, color, national origin, religion, sex, familial status, handicap, or disability.

Sec. 4-3-11. Discrimination in Provision of Brokerage Services.

It shall be unlawful to deny any person access to, or membership or participation in, any multiple-listing service, real estate brokers' organization, or other service, organization, or facility relating to the business of selling or renting dwellings, or to discriminate against any person in the terms or conditions of such access, membership, or participation, in making available such services, or in the performance of such services, because of race, color, national origin, religion, sex, familial status, handicap, or disability.

Sec. 4-3-12. Interference, Coercion, or Intimidation.

It shall be unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by Section 9, Section 10, and Section 11 of this article.

Sec. 4-3-13. Administration, Rules, and Regulations.

- (a) The Director will administer this article in consultation with the City Attorney's Office.
- (b) The Director may delegate any of its functions, duties, and authority to a designee; the Director, or its designee, has the authority to:

- (1) Initiate, receive, investigate, seek to conciliate, and take action on complaints arising from alleged violations of this article;
 - (2) Make recommendations to the parties to complaints;
 - (3) Approve or disapprove internal policies and procedures to assist in the reduction or elimination of discriminatory housing practices, and to monitor compliance with such policies and plans; and
 - (4) Report, or otherwise manage and engage in any business arising out of, or related to, administration of this article.
- (c) The Director, or its designee, has the authority, but is not obligated, to engage in studies regarding the nature and extent of discriminatory housing practices within the City of High Point.
- (d) The Director, or its designee, may adopt, promulgate, amend, and rescind interpretive and procedural guidelines, rules, and regulations necessary to implement this article, so long as such guidelines, rules, and regulations do not intend to limit, or have the effect of limiting, the protections contained in the Federal and State rules and regulations regarding race, color, national origin, religion, sex, familial status, handicap, or disability. A copy of the text of the rule, amendment, or rescission will be available for public inspection and copying at the office of the Director.

Sec. 4-3-14. Cooperation.

- (a) The City of High Point shall cooperate with Federal and State fair housing agencies and, as appropriate, may provide technical and other assistance to Federal, State, local, and other public or private entities that are formulating or operating programs to prevent or eliminate discriminatory housing practices.
- (b) The City of High Point may apply for recognition by the United States Department of Housing and Urban Development as having adopted an ordinance that provides rights and remedies that are substantially equivalent to those granted under federal law. In furtherance of such cooperative efforts, the City of High Point may enter into written agreement(s) reflecting same.

Sec. 4-3-15. Complaints.

- (a) An aggrieved person may, no later than one year after an alleged discriminatory housing practice occurred or was terminated, file a complaint with the Director alleging such discriminatory housing practice. An authorized representative, including an organization, may assist an aggrieved person in filing the complaint. The Director, on the Director's own initiative, may also file such a complaint.

- (1) The Director may also investigate housing practices to determine whether a complaint should be brought under this section.
 - (2) The Federal or State government may refer a complaint alleging a discriminatory housing practice, or defer jurisdiction over the subject matter of such a complaint, to the Division.
- (b) A complaint shall be in writing and shall contain such information and be in such form as the Director requires:
 - (1) A complaint must be signed and affirmed by the aggrieved person filing the complaint;
 - (2) If the complaint is filed by the Director on behalf of the Division, it must be signed and affirmed by the Director;
 - (3) A complaint may be reasonably and fairly amended at any time.
- (c) Upon the filing of a complaint, the Division shall:
 - (1) Serve the aggrieved person with notice that the complaint has been filed;
 - (2) Advise the aggrieved person of the time limits and choice of forums under this article.
- (d) The Director shall, no later than ten days after the filing of the complaint, or the identification of an additional respondent under Section 17 of this article, serve on each respondent:
 - (1) A notice identifying the alleged discriminatory housing practice and advising the respondent of the procedural rights and obligations of respondents under this article, together with a copy of the original complaint.
- (e) Documents required to be served under this article may be served as described in Section 20(d) of this article.

Sec. 4-3-16. Answers to Complaints.

- (a) Each respondent may file an answer to the complaint no later than 10 days after receipt of notice from the Director.
- (b) An answer must be in writing, in the form prescribed by the Director, and must be signed and affirmed by the respondent.
 - (1) An answer may be reasonably and fairly amended at any time.

- (2) The substance of an answer will not inhibit the Director's ability to investigate the allegations contained in the complaint.

Sec. 4-3-17. Additional or Substitute Respondents.

- (a) A person who is not named as a respondent in a complaint, but who is identified as a respondent in the course of investigation, may be joined as an additional or substitute respondent upon written notice from the Director to such additional or substitute respondent.
- (b) Such notice, in addition to meeting the requirements of Section 15(d)(1), shall explain the basis for the Director's belief that such person is properly joined as an additional or substitute respondent.

Sec. 4-3-18. Investigations and Investigative Reports.

- (a) The Director will initiate an investigation within 30 days of a complaint being filed with, or otherwise referred to, the Division. The Director will investigate all complaints.
- (b) Except as provided by subsection (b)(1) of this section, the Director shall, within 100 days after filing the complaint, determine based on the facts whether reasonable cause exists to believe that a discriminatory housing practice has occurred or is about to occur, unless it is impracticable to do so, or unless the Director has approved a conciliation agreement with respect to the complaint.
 - (1) If the Director is unable to make the determination within 100 days after the filing of the complaint, the Director shall notify the complainant and respondent in writing of the reasons for not doing so.
- (c) At the end of each investigation, the Director will prepare a final investigative report showing:
 - (1) The names and dates of contacts with witnesses;
 - (2) A summary and the dates of correspondence and other contacts with the aggrieved person and the respondent;
 - (3) A summary description of other pertinent records;
 - (4) A summary of witness statements; and
 - (5) Answers to interrogatories.

- (d) A final report under this section may be amended if additional evidence is discovered.
- (e) Documents required to be served under this article may be served as described in Section 20(d) of this article.

Sec. 4-3-19. Subpoenas.

The Director may issue subpoenas and compel the production of documents and the giving of testimony, as provided by Section 20 of this article.

Sec. 4-3-20. Right to Examine and Copy Evidence; Summoning Witnesses and Documents; Taking Testimony; Right to Counsel; Court Aid; Process; Service and Return; Witness Fees.

- (a) In connection with the investigation of a complaint filed under this article, the Director, or its designee, shall at all reasonable times have access to, for the purpose of examination, and have the right to copy, any evidence of any person being investigated, provided such evidence relates to unlawful practices covered by this article and is relevant to the subject matter of the investigation or hearing.
- (b) For all investigations conducted by the City of High Point under this article:
 - (1) The Director, on his, her, or their own initiative or upon application of any party to the proceeding, may issue subpoenas compelling the attendance and testimony of witnesses or requiring the production for examination or copying of documents, provided such evidence relates to unlawful practices covered by this article and is relevant to the subject matter of the investigation. Within five (5) days after the service of a subpoena on any person requiring the production of evidence in his, her, or their possession or under his, her, or their control, such person may petition the Director to revoke, limit, or modify the subpoena. The Director shall revoke, limit, or modify the subpoena if in his, her, or their opinion, the required evidence:
 - (i) Does not relate to unlawful practices covered by this article;
 - (ii) Is not relevant to the subject matter of the investigation;
 - (iii) Does not describe with sufficient particularity the evidence whose production is required; or
 - (iv) Is unduly burdensome or oppressive.
 - (2) The Director may administer oaths or affirmations, examine witnesses, and receive evidence.

- (3) Any person appearing before the Director, or its designee, has the right to be represented by counsel.
 - (4) The Director, in consultation with the City Attorney, may file a petition in the Superior Court in the County where the discriminatory housing practice allegedly occurred, or the County wherein respondent resides or regularly transacts business, requesting enforcement of a subpoena and other appropriate temporary relief. A copy of the petition must be filed in Superior Court with the relevant record, and a copy must be served on all parties to the proceeding by personal delivery or registered mail.
- (c) The Superior Court, upon application by the Director, its designee, the subpoenaed individual, or its counsel, shall have jurisdiction to issue an order:
- (1) Requiring an individual to appear before the Director, or its designee, to produce evidence relating to the subject matter of the investigation or action;
 - (2) Revoking, limiting, or modifying the subpoena or conditioning issuance of the subpoena upon payment of costs or expenses incurred to comply with the subpoena if in the Court's opinion the required evidence does not relate to unlawful practices covered by this article, is not relevant to the investigation or action, does not describe with sufficient particularity the evidence whose production is required, or is unduly burdensome or oppressive;
 - (3) Finding punishable contempt for the failure to obey an order of the Court issued under this section
- (d) Complaints, notices, charges, orders, and other process and papers of the Director may be served either personally or by registered mail. The verified return by the individual so serving the same, setting forth the manner of such service, will be proof of service. The return post office receipt, when registered and mailed as described in this subsection, will be proof of service.
- (e) Witnesses summoned by a subpoena under this article shall be entitled to the same witness and mileage fees that are paid witnesses in the Superior Court, and witnesses whose depositions are taken, and the persons taking the same, are entitled to the same fees as are paid for like service in the Superior Court.
- (1) Fees payable to a witness summoned by a subpoena issued at the request of a party shall be paid by that party or, where a party is unable to pay the fees, by the Division.

Sec. 4-3-21. Conciliation.

- (a) The Director shall, to the extent feasible, engage in conciliation, including mediation or other alternative dispute resolution methods, with respect to the complaint.
- (b) A conciliation agreement arising out of such conciliation shall be a written agreement between a respondent and the complainant and is subject to approval by the Director.
- (c) A conciliation agreement may provide for binding arbitration of the dispute or another method of alternative dispute resolution. Any such arbitration, or alternative dispute resolution, that results from a conciliation agreement may award appropriate relief, including monetary relief.
- (d) A conciliation agreement will be made public unless all parties otherwise agree and the Director determines that disclosure is not required to further the purposes of this article.
- (e) Nothing said or done in the course of conciliation may be made public or used as evidence in a subsequent proceeding under this article without the written consent of the persons concerned.
- (f) Whenever the Director has reasonable cause to believe that a respondent has breached a conciliation agreement, the Director will refer the matter to the City Attorney with a recommendation that a civil action be filed under Section 26 of this article for the enforcement of such agreement.

Sec. 4-3-22. Confidentiality.

- (a) Materials in the investigative file may be disclosed to any party to the extent reasonably necessary to further the investigation or conciliation discussions.
- (b) Materials in the investigative file may be disclosed to the complainant for the purpose of deciding whether to file a complaint in court and may be disclosed to the respondent for the purpose of formulating its answer.
- (c) Except as prohibited by Section 21(e) of this article:
 - (1) The Division, upon completion of the investigation, will make available to the aggrieved person and the respondent, at any time upon request, information derived from an investigation and any final investigative report relating to that investigation.
 - (2) After a court action has been filed, information derived from the investigation and the final investigation report relating to the investigation will be subject to discovery.

Sec. 4-3-23. Temporary or Preliminary Relief.

If the Director and the City Attorney conclude at any time after the filing of a complaint that prompt judicial action is necessary to carry out the purpose of this article, the City Attorney will file a civil action for appropriate temporary or preliminary relief, pending final disposition of the complaint. The commencement of a civil action under this section does not affect the initiation or continuation of administrative proceedings under this article.

Sec. 4-3-24. Dismissal of Complaints.

If the Director determines that no reasonable cause exists to believe that a discriminatory housing practice has occurred or is about to occur, the Director will promptly dismiss the complaint and shall make public disclosure of the dismissal, including written notice of the dismissal to the complainant(s) and respondent(s).

Sec. 4-3-25. Reasonable Cause Determinations.

- (a) The Director will consult with the City Attorney regarding any case in which there is evidence that a discriminatory housing practice has occurred or is about to occur. The Director and the City Attorney will determine based on the facts whether reasonable cause exists to believe that a discriminatory housing practice has occurred or is about to occur.
- (b) The Director and the City Attorney will make the determination under subsection (a) of this section within 100 days after the filing of the Complaint unless either:
 - (1) It is impracticable to make the determination; or
 - (2) The Director has approved a conciliation agreement with respect to the complaint.
- (c) If it is impracticable to make the determination within the period prescribed by subsection (b) of this section, the Director must notify the complainant(s) and respondent(s) in writing of the reasons for not doing so.
- (d) If the Director and the City Attorney determine that reasonable cause exists to believe that a discriminatory housing practice has occurred or is about to occur, the City Attorney shall file a civil action under Section 26 of this article, absent a conciliation agreement being reached.

Sec. 4-3-26. Civil Action by City Attorney.

- (a) If the Director and the City Attorney determine that reasonable cause exists to believe that a discriminatory housing practice has occurred or is about to occur, the City Attorney may attempt conciliation in furtherance of effectuating a conciliation

agreement, and the City Attorney shall file a civil action in Superior Court, absent a conciliation agreement being reached.

- (1) In an action under this subsection, the Court may:
 - (i) Award, on behalf of the complainant, actual and punitive damages;
 - (ii) Except as described in Section 29(b) of this article, issue a permanent or temporary injunction, temporary restraining order, or other order, including an order enjoining the defendant from engaging in the practice or ordering appropriate affirmative action.
 - (iii) Award court costs and reasonable attorney's fees to the aggrieved person if the person incurred such costs and fees. The City Attorney will not be awarded court costs and attorney's fees.
- (b) If the Director and the City Attorney find reasonable cause to believe that a respondent has breached a conciliation agreement, the City Attorney will immediately file a civil action for enforcement of the agreement.
 - (1) In an action under this subsection, the Court may:
 - (i) Award, on behalf of the complainant, actual and punitive damages;
 - (ii) Except as described in Section 29(b) of this article, issue a permanent or temporary injunction, temporary restraining order, or other order, including an order enjoining the defendant from engaging in the practice or ordering appropriate affirmative action.
 - (iii) Award court costs and reasonable attorney's fees to the aggrieved person if the person incurred such costs and fees. The City Attorney will not be awarded court costs and attorney's fees.
 - (c) A person aggrieved by the alleged discriminatory housing practice or damaged by the alleged breach of the conciliation agreement may intervene in a civil action brought under this section or commence a civil action under Section 27 of this article.

Sec. 4-3-27. Civil Actions by Private Persons.

- (a) An aggrieved person may commence a civil action in Superior Court, or any appropriate United States District Court or State Court, no later than two (2) years after either of the following, whichever occurs last:
 - (1) An alleged discriminatory housing practice occurred or was terminated; or

- (2) A conciliation agreement entered into under this article was breached.
- (b) The computation of such two-year period does not include any time during which an administrative proceeding under this article was pending with respect to a complaint or the filing of any court proceeding under this article based upon such discriminatory housing practice. This subsection does not apply to actions arising from a breach of a conciliation agreement.
- (c) An aggrieved person may file a civil action under this section whether or not a complaint has been filed under this article and without regard to the status of any such complaint, but if the Director has obtained a conciliation agreement with the consent of an aggrieved person, such person may not file an action relating to the same alleged discriminatory housing practice(s) which form the basis of such complaint, except to enforce the terms of such agreement.
- (d) The filing of an action under this section does not affect the Director's power and duty to investigate and make determinations based on such complaint.
- (e) An aggrieved person may intervene in a civil action filed by the City Attorney if based on such aggrieved person's complaint.
- (f) Upon timely application, the City Attorney may intervene in such civil action, if the City Attorney certifies that the case is of general public importance. Upon such intervention, the City Attorney may obtain such relief as would be available to the City Attorney under Section 26 in a civil action to which such section applies.
- (g) Any party aggrieved by any final determination of the Director under this article has the right to petition the Superior Court for any such temporary relief, restraining order, or other order as the Court determines is just and proper, or to affirm, modify, or set aside, in whole or in part, the determination for further proceedings; or to enforce the determination to the extent that the determination is affirmed or modified.
- (h) The rights granted by 42 U.S.C. §§ 3603, 3604, 3605, and 3606 may be enforced in a civil action brought pursuant to this section.

Sec. 4-3-28. Court-Appointed Attorneys.

- (a) Upon application by a person alleging a discriminatory housing practice or a person against whom a discriminatory housing practice is alleged, the court may:
 - (1) Appoint an attorney for the person; or
 - (2) Authorize the commencement or continuation of a civil action under Section 27 of this article without the payment of fees, costs, or security, if

in the opinion of the Court such person is financially unable to bear the costs of such action.

Sec. 4-3-29. Relief Which May Be Granted.

- (a) In a civil action under Section 27 of this Article, if the court finds that a discriminatory housing practice has occurred or is about to occur, the court may award to the plaintiff:
 - (1) Actual and punitive damages; and
 - (2) Except as described in subsection (b) of this section, and as the court deems appropriate, a permanent or temporary injunction, temporary restraining order, or other order, including an order enjoining the defendant from engaging in such practice or ordering such affirmative action as may be appropriate; and
 - (3) Court costs and reasonable attorney's fees to the prevailing party, other than the City of High Point, as within the Court's discretion. The City of High Point shall be liable for such fees and costs to the same extent as a private person.
- (b) Relief granted under Section 26, Section 27, and Section 30 shall not affect any contract, sale, encumbrance, or lease consummated before the granting of such relief and involving a bona fide purchaser, encumbrancer, or tenant, without actual notice of the filing of a complaint with the Director or civil action under this article.

Sec. 4-3-30. Pattern or Practice.

- (a) The City Attorney may file a civil action in Superior Court whenever the City Attorney has reasonable cause to believe that either:
 - (1) A person or group of persons is engaged in a pattern or practice of resistance to the full enjoyment of any rights granted by this article; or
 - (2) Any group of persons has been denied any of the rights granted by this article and such denial raises an issue of general public importance.
- (b) In an action under this section, the Court may:
 - (1) Except as described in Section 29(b) of this article, award such preventive relief, including a permanent or temporary injunction, restraining order, or other order against the person responsible for a violation of this article as is necessary to assure the full enjoyment of the rights granted by this article;

- (2) Award such other relief as the court deems appropriate, including monetary damages to persons aggrieved; and
- (3) To vindicate the public interest, assess a civil penalty against the respondent(s) in an amount that does not exceed:
 - (i) \$50,000 for a first violation.
 - (ii) \$100,000 for a second or subsequent violation.
- (c) Upon timely application, any person aggrieved by the alleged discriminatory housing practice or damaged by the alleged breach of the conciliation agreement may intervene in a civil action brought under this section.

Adopted _____ of 2024.

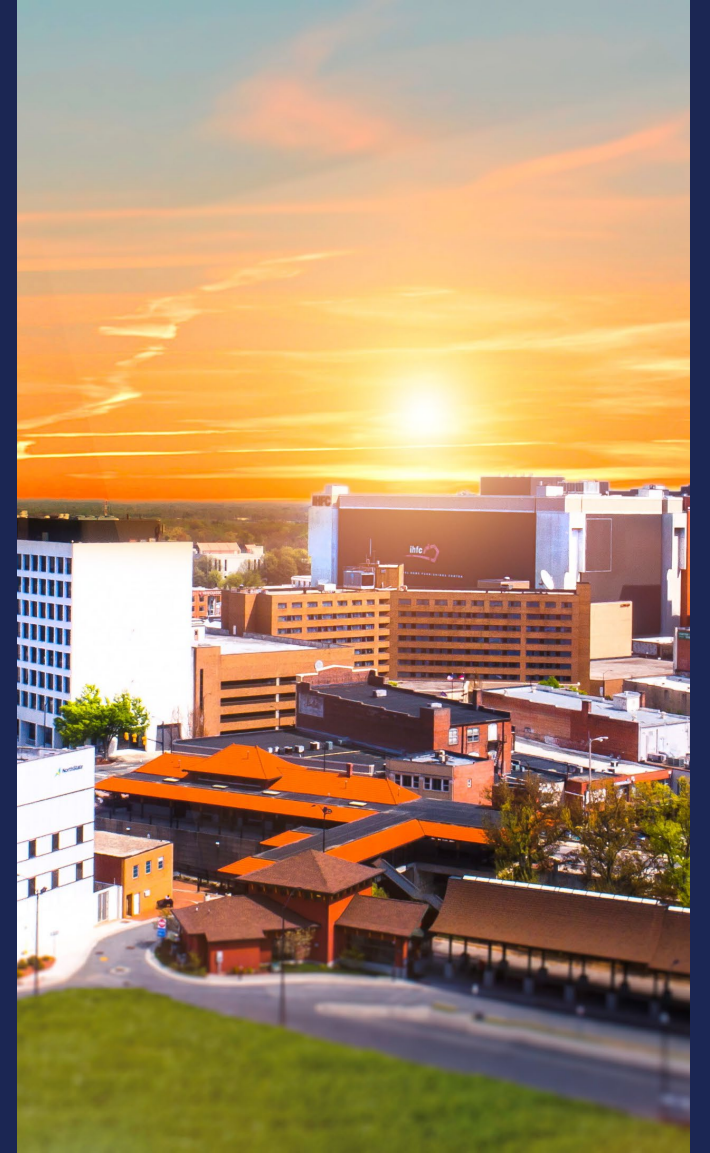
Mayor Cyril Jefferson

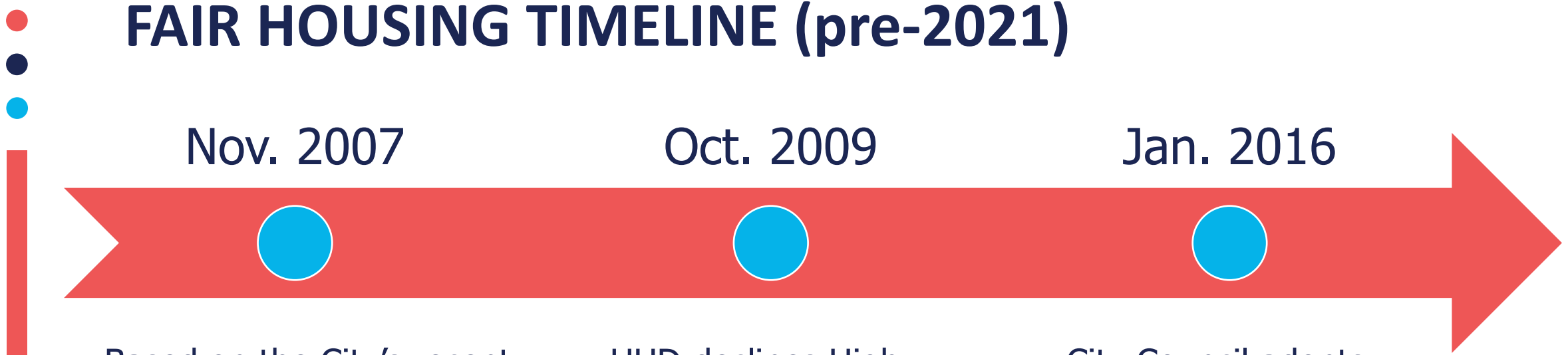
ATTEST:

Sandra Keeney, City Clerk

FAIR HOUSING 2024 UPDATES

JERON HOLLIS
MANAGING DIRECTOR





FAIR HOUSING TIMELINE (pre-2021)

Nov. 2007

Based on the City's recent *Analysis of Impediments*, High Point City Council adopts a local Fair Housing ordinance

Oct. 2009

HUD declines High Point's application for substantial equivalence as not compatible with Title VII

Jan. 2016

City Council adopts amended Fair Housing ordinance to reflect actual practice of Human Relations Division

FAIR HOUSING TIMELINE (2021)

Jan. 2021

May 2021

July 2021

Aug. 2021

City Council tasks Human Relations Commission with conducting a fair housing study

Human Relations staff present initial fair housing report to City Council for feedback

Directed by Council, HRC creates Housing Security Workshop Series to seek public feedback on feasibility of High Point becoming a FHAP

Human Relations Commission votes 7-0 to recommend that High Point seek FHAP designation

FAIR HOUSING TIMELINE (2022-2024)

May 2022

Sep. 2023

Feb. 2024

Council votes for the following:

- **Motion approved** to adopt HRC recommendation that High Point become a FHAP and pursue certification
- **Motion failed** (supermajority required) to adopt a substantially equivalent Fair Housing Ordinance
- **Motion approved** to create a Human Relations Specialist position

Council accepts One High Point Commission's Final Report, including a recommendation that High Point become a FHAP

Fair Housing Ordinance and updates presented to PLS committee by City staff

**NUMBER OF
FAIR HOUSING
COMPLAINTS
SENT TO NCHRC**

As part of FHAP certification, HUD expects a city with our population to process at least 8 cases per year.

- 2019-2020 – 13 cases
- 2020-2021 – 13 cases
- 2021-2022 – 14 cases
- 2022-2023 – 11 cases
- 2023-Present – 8 cases



PURPOSE OF FAIR HOUSING ASSISTANCE PROGRAMS (FHAP)

- Local access to highly-trained fair housing experts and data systems
- Robust fair housing education, outreach, and partnership opportunities
- Local fair housing complaint processing and conciliation
- Services designed for High Point residents and housing professionals



CRITERIA FOR SUBSTANTIAL EQUIVALENCE

**Ordinance must offer same
protections, rights, and
remedies as Fair Housing
Act**

**FHAP agency must be
empowered with
investigative and decision-**



ACKNOWLEDGEMENTS

- City Attorney's Office
- U.S. Housing and Urban Development: Office of Fair Housing
- North Carolina Human Relations Commission
- High Point Regional Association of REALTORS
- Guilford County Family Justice Center
- Community Builders



SUMMARY OF RECOMMENDATION

If the will of City Council is that the City of High Point should become a FHAP, staff recommend that Council consider the Human Relations Commission's previous recommendation:

- **Adopt a Fair Housing Ordinance that is substantially equivalent to federal fair housing laws**

On May 16, 2021, Council approved the other HRC recommendations necessary to begin FHAP certification process



City of High Point

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

Master

File Number: 2024-067

File ID: 2024-067

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 02/15/2024

File Name:

Final Action:

Title: Consideration of Approval of Minutes

City Council is requested to approve the following minutes:

Finance Committee Minutes - February 1, 2024, at 4:00 p.m.

Special Meeting of the High Point City Council Minutes - February 5, 2024, at 3:30 p.m.

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

Notes:

Sponsors:

Enactment Date:

Attachments: Approval of Minutes

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Approval of Minutes	
FROM: City Clerk's Office	MEETING DATE: February 19, 2024
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Yes	

PURPOSE: Minutes to be approved.

BACKGROUND: N/A

BUDGET IMPACT: N/A

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

Finance Committee Minutes – February 1, 2024, at 4:00 p.m.

Special Meeting of the High Point City Council Minutes – February 5, 2024, at 3:30 p.m.

Regular Meeting of the High Point City Council Minutes – February 5, 2024, at 5:30 p.m.

FINANCE COMMITTEE
Chaired by Acting Chair Mayor Pro Tempore Holmes
Committee Members: Moore, Peters, Holmes, and Andrew
February 1, 2024 – 4:00 P.M.
Council Chambers – Municipal Building

CALL TO ORDER

Mayor Pro Tempore Holmes, Acting Chair, called the meeting to order at 4:00 p.m. and noted all Committee Members were present. He welcomed Council Member Dr. Patrick Harman.

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

FINANCE COMMITTEE - Britt W. Moore, Chair

PRESENTATION OF ITEMS

2024-027 Consideration of a Renewal Contract with Accruent, a Sole Source Vendor, for the Computerized Maintenance Management System Software (CMMS)

City Council is requested to approve Accruent as a sole source vendor for the renewal contract for CMMS Software in the amount of \$59,919.43 and authorize the appropriate City Official(s) to execute all necessary documents.

Robby Stone, Public Service Director, provided the staff report for this item.

A discussion ensued regarding Accruent being a sole source vendor until City Works gets implemented.

A motion was made by Chairman Moore, seconded by Council Member Peters to approve agenda item 2024-027.

Motion carried with the following vote:

Aye: Chair Moore, Committee Members Andrew, Holmes, and Peters

2024-029 Consideration of a Contract with Breece Enterprises

City Council is requested to approve a contract with Breece Enterprises in the amount of \$1,337,803.00 for improvements along Kensington Dr. including stream restoration along Payne Creek Tributary and authorize the appropriate City Official(s) to execute all necessary documents.

Robby Stone, Public Services Director, provided the staff report for this item.

A motion was made by Mayor Pro Tem Holmes, seconded by Chairman Moore, to approve agenda item 2024-029.

Motion carried with the following vote:

Aye: Chair Moore, Committee Members Andrew, Holmes, and Peters

2024-031 Consideration of a Task Order with HDR Engineering

City Council is requested to approve a Task Order with HDR Engineering in the amount of \$378,900 for professional engineering services to evaluate the Shadybrook sanitary sewer system and authorize the appropriate City Official(s) to execute all necessary documents.

Robby Stone, Public Services Director, provided the staff report for this item.

A discussion ensued regarding the results of the master study.

A motion was made by Chairman Moore, seconded by Committee Member Andrew, to approve agenda item 2024-031.

Motion carried with the following vote:

Aye: Chair Moore, Committee Members Andrew, Holmes, and Peters

2024-032 Consideration of a Task Order with HDR Engineering

City Council is requested to approve a Task Order with HDR Engineering in the amount of \$344,400 for professional engineering services to upgrade filters 1-4 at the Ward Water Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents.

Robby Stone, Public Services Director, provided the staff report for this item.

A motion was made by Mayor Pro Tem Holmes, seconded by Chairman Moore, to approve agenda item 2024-032.

Motion carried with the following vote:

Aye: Chair Moore, Committee Members Andrew, Holmes, and Peters

2024-033 Consideration of Contract Amendment #1 to Machinex

City Council is requested to approve contract amendment #1 to Machinex in the amount of \$196,820.00, increasing the amount of purchase order 112532 to \$1,496,820.00 and authorize the appropriate City Official(s) to execute all necessary documents.

Robby Stone, Public Services Director, provided the staff report for this item.

Committee Member Peters made a motion, seconded by Chairman Moore, to approve agenda item 2024-033.

Motion carried with the following vote:

Aye: Chair Moore, Committee Members Andrew, Holmes, and Peters

2024-030 Consideration of a Nonprofit Organization Agreement with High Point Market Authority

City Council is requested to approve a Nonprofit Organization Agreement with High Point Market Authority and authorize the appropriate City Officials to execute all necessary documents.

Damon Dequenne, Assistant City Manager, provided the staff report on this item.

Committee Member Peters and Mayor Pro Tempore Holmes recognized and thanked Tammy Nagem, President and Chief Executive Officer, for the High Point Market Authority.

Ms. Nagem thanked the Committee and stated she is looking forward to working with the City.

A motion was made by Chairman Moore, seconded by Committee Member Andrew, to approve agenda item 2024-030.

Motion carried with the following vote:

Aye: Chair Moore, Committee Members Andrew, Holmes, and Peters

2024-034 Consideration of a Contract with Community Housing Solutions

City Council is requested to approve a contract with Community Housing Solutions in the amount \$419,184 to construct six affordable homes in the Cedrow Affordable Housing Project, adopt a resolution approving conveyance of real property to a nonprofit corporation, and authorize the appropriate City Official(s) to execute all necessary documents.

Thanena Wilson, Director of Community Development & Housing, provided the staff report for this item.

Ms. Wilson noted sales proceeds from other units helped with the cost of these units.

Committee Member Andrew asked for more details regarding the cost.

A motion was made by Mayor Pro Tempore Holmes, seconded by Committee Member Peters, to approve agenda item 2024-034. Motion carried with the following vote:

Aye: Chair Moore, Committee Members Andrew, Holmes, and Peters

2024-035 Consideration of Acceptance of a Grant Award from the U.S. Small Business Administration

City Council is requested to accept a grant award from the U.S. Small Business Administration in the amount of \$2,000,000 for development of a commercial shared-use kitchen, approve a budget ordinance amendment, and authorize the appropriate City Official(s) to execute all necessary documents.

Thanena Wilson, Director of Community Development & Housing, provided the staff report for this item.

A discussion ensued regarding actual cost of the project.

A motion was made by Chairman Moore, seconded by Committee Member Andrew, to approve agenda item 2024-035.

Motion carried with the following vote:

Aye: Chair Moore, Committee Members Andrew, Holmes, and Peters

2024-036 Consideration of a Contract with Excel Truck Group

City Council is requested to award a contract to Excel Truck Group in the amount of \$156,642.00 for the purchase of 2024 Freightliner M2 106 Plus and authorize the appropriate City Official(s) to execute all necessary documents.

Tommy Reid, Fire Chief, provided the staff report for this item.

A motion was made by Mayor Pro Tempore Holmes, seconded by Chairman Moore, to approve agenda item 2024-036.

Motion carried with the following vote:

Aye: Chair Moore, Committee Members Andrew, Holmes, and Peters

2024-037 Consideration of a Contract with Triangle Grading and Paving, Inc.

City Council is requested to approve a contract award to Triangle Grading and Paving, Inc. in the amount of \$4,299,385.30 for the Samet Drive Extension Project, adopt a capital project ordinance amendment, and authorize the appropriate City Official(s) to execute all necessary documents.

Trevor Spencer, Engineering Director, provided the staff report for this item.

Mayor Pro Tempore Holmes and Council Member Peters thanked everyone for their hard work on this item.

A motion was made by Mayor Pro Tem Holmes, seconded by Committee Member Peters, to approve agenda item 2024-037.

Motion carried with the following vote:

Aye: Chair Moore, Committee Members Andrew, Holmes, and Peters

2024-038 Consideration of a Task Order with Michael Baker International

City Council is requested to approve a task order with Michael Baker International in the amount of \$275,000 for construction inspection and materials testing services for the Samet Drive Extension project, adopt a capital project ordinance amendment, and authorize the appropriate City Official(s) to execute all necessary documents.

Trevor Spencer, Engineering Director, provided the staff report for this item.

A motion was made by Chairman Moore, seconded by Committee Member Peters, to approve agenda item 2024-038.

Motion carried with the following vote:

Aye: Chair Moore, Committee Members Andrew, Holmes, and Peters

2024-040 Consideration of Contract with Trademark Properties

City Council is requested to approve a contract with Trademark Properties in the amount of \$120,000 to perform advisory services for planning, construction and delivery of a new City Hall and associated uses at 405 N. Main Street and authorize the appropriate City Official(s) to execute all necessary documents.

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

A discussion ensued regarding how the city will pay for the new City Hall.

Mr. Olmedo stated a financial advisor provided some insight regarding a proposed 4 cent tax increase but that was not discussed among the City Council. He said the agenda item will help to determine next steps and noted there has not been a timeline implemented regarding the new City Hall.

Meghan Maguire, City Attorney, stated that the former City Council purchased the property and beyond that nothing has been decided. She explained procedures regarding if a Council Member wishes to pull an item off of the Consent Agenda at full Council.

A motion was made by Mayor Pro Tempore Holmes, seconded by Chairman Moore, to approve agenda item 2024-040.

Motin carried with the following vote:

Aye: Chair Moore, Committee Members Andrew, Holmes, and Peters

ADJOURNMENT

There being no further business to come before the Committee, the meeting adjourned at 4:31 p.m.

Respectfully Submitted,

Britt W. Moore, Chairman
Finance Committee

Attest:

Sandra Keeney, City Clerk

**HIGH POINT CITY COUNCIL
SPECIAL MEETING
February 5, 2024 – 3:30 P.M.
3RD FLOOR CONFERENCE ROOM – MUNICIPAL BUILDING**

CALL TO ORDER, ROLL CALL

Mayor Jefferson called the meeting to order at 3:30 p.m.

Present: Mayor Cyril Jefferson; Mayor Pro Tem Michael Holmes, Ward 6; Council Member Britt W. Moore, At Large (arrived at 4:39 p.m.); Council Member Amanda Cook, At Large; Council Member Vickie M. McKiver, Ward 1; Council Member Monica L. Peters, Ward 3 (arrived at 3:32 p.m.); Council Member Patrick H. Harman, Ward 4; and Council Member Tim Andrew, Ward 5

Absent: Council Member Tyrone E. Johnson, Ward 2

ADOPTION OF AGENDA

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

Motion carried with the following vote:

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

Absent: Council Member Moore, Council Member Johnson, and Council Member Peters

PRESENTATION OF ITEMS

Tasha Logan Ford, City Manager, recognized and introduced Peter Bishop, the new Economic Development Director.

Mr. Bishop stated he is excited to be in the City of High Point.

Council Member Peters arrived at 3:32 p.m.

Mayor Jefferson reminded the City Council of the Retreat that will be held at City Lake Park on Friday, February 9, 2024, beginning at 9:00 a.m.

2024-047 Communications and Public Engagement Department Overview

Staff will provide information regarding the Communications and Public Engagement Department.

Jeron Hollis, Managing Director, provided the Department Overview.

A discussion took place regarding housing complaints, fair housing processes, and the new branding logo.

2024-043 Budget and Evaluation and Financial Services Department Overview

Staff will provide information regarding the Budget and Evaluation and Financial Services Departments.

Stephen Hawryluk, Budget and Evaluation Director, provided an overview of the Budget Department and Bobby Fitzjohn, Chief Financial Officer, provided an overview of the Finance Department.

A discussion ensued regarding property taxes, different funds maintained by the City of High Point, personnel vacancies, city debt, and the different types of bonds and how they are issued.

Council Member Moore arrived at 4:39 p.m.

Tasha Logan Ford, City Manager, noted that Davenport is our financial advisor and will provide guidance on allocation of funds and a study is being performed on the electric funds regarding long-term financial projections.

2024-044 Closed Session-Attorney Client Privilege

Council is requested to go into Closed Session Pursuant to N.C. General Statute §143-318.11(a)(3) for Attorney-Client Privilege.

A motion was made by Council Member Peters, seconded by Mayor Pro Tempore Holmes, to go into Closed Session Pursuant to N.C. General Statute §143-318.11(a)(3) for Attorney-Client Privilege.

Motion carried with the following vote:

A motion was made by Council Member Peters, seconded by Mayor Pro Tempore Holmes, to end Closed Session and resume Regular Session.

Aye: Mayor Jefferson, Mayor Pro Tem 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 City Council, the meeting adjourned at 5:26 p.m.

Respectfully Submitted,

Cyril Jefferson, Mayor

Attest:

Sandra Keeney, City Clerk

DRAFT

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

CALL TO ORDER, ROLL CALL, MOMENT OF SILENCE, AND PLEDGE OF ALLEGIANCE

Mayor Jefferson called the meeting to order at 5:35 p.m. and stated all members of Council were present. He 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

ADOPT AGENDA

Council Member Patrick Harman requested that agenda item 2024-040 be removed from the Consent Agenda and placed on the General Agenda.

Council Member Harman made a motion, seconded by Council Member Johnson, to adopt the agenda with Consent Agenda item 2024-040 placed on the General Agenda.

Motion carried with the following vote:

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

PUBLIC COMMENT PERIOD

2024-039 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.

Don Chiariello, 522 E. Farris Avenue, spoke to the need for the city to have and implement a climate action plan.

Daniel David, 3101 Stratford Ct., spoke to the need of public transportation extending service hours to accommodate citizens to go out and shop and enjoy the city after normal business hours.

Earl Calloway, 526 Walnut St., spoke to lack of participation in government by citizens of High Point and would like to see more citizens at the public meetings.

Winnie Merritt 1114 Bridges Dr., spoke to the City having a climate action plan, food insecurities, and racial equity.

Larry Diggs 1127 Biltmore Ave., spoke to the need of extending service hours for public transportation noting there is a great need to have later public transportation in High Point and how pleased he is with the customer service he has received from the City's Bus Drivers.

CONSENT AGENDA ITEMS

Mayor Jefferson reminded the City Council that item 2024-040 has been removed and placed on the General Agenda.

A motion was made by Council Member Peters, seconded by Mayor Pro Tempore Holmes, to approve the Consent Agenda as amended with agenda item 2024-040 removed and placed on the General Agenda.

Motion carried with the following vote:

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

2024-027 Consideration of a Renewal Contract with Accruent, a Sole Source Vendor, for the Computerized Maintenance Management System Software (CMMS)

City Council is requested to approve Accruent as a sole source vendor for the renewal contract for CMMS Software in the amount of \$59,919.43 and authorize the appropriate City Official(s) to execute all necessary documents.

Approved by the consent vote.

2024-029 Consideration of a Contract with Breece Enterprises

City Council is requested to approve a contract with Breece Enterprises in the amount of \$1,337,803.00 for improvements along Kensington Dr. including stream restoration along Payne Creek Tributary and authorize the appropriate City Official(s) to execute all necessary documents.

Approved by the consent vote.

2024-031 Consideration of a Task Order with HDR Engineering

City Council is requested to approve a Task Order with HDR Engineering in the amount of \$378,900 for professional engineering services to evaluate the Shadybrook sanitary sewer system and authorize the appropriate City Official(s) to execute all necessary documents.

Approved by the consent vote.

2024-032 Consideration of a Task Order with HDR Engineering

City Council is requested to approve a Task Order with HDR Engineering in the amount of \$344,400 for professional engineering services to upgrade filters 1-4 at the Ward Water Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents.

Approved by the consent vote.

2024-033 Consideration of Contract Amendment #1 to Machinex

City Council is requested to approve contract amendment #1 to Machinex in the amount of \$196,820.00, increasing the amount of purchase order 112532 to \$1,496,820.00 and authorize the appropriate City Official(s) to execute all necessary documents.

Approved by the consent vote.

2024-030 Consideration of a Nonprofit Organization Agreement with High Point Market Authority

City Council is requested to approve a Nonprofit Organization Agreement with High Point Market Authority and authorize the appropriate City Officials to execute all necessary documents.

Removed from the Consent Agenda and placed on the General Agenda.

2024-034 Consideration of a Contract with Community Housing Solutions

City Council is requested to approve a contract with Community Housing Solutions in the amount \$419,184 to construct six affordable homes in the Cedrow Affordable Housing Project, adopt a resolution approving conveyance of real property to a nonprofit corporation, and authorize the appropriate City Official(s) to execute all necessary documents.

Approved by the consent vote.

2024-035 Consideration of Acceptance of a Grant Award from the U.S. Small Business Administration

City Council is requested to accept a grant award from the U.S. Small Business Administration in the amount of \$2,000,000 for development of a commercial shared-use kitchen, approve a budget ordinance amendment, and authorize the appropriate City Official(s) to execute all necessary documents.

Approved by the consent vote.

2024-036 Consideration of a Contract with Excel Truck Group

City Council is requested to award a contract to Excel Truck Group in the amount of \$156,642.00 for the purchase of 2024 Freightliner M2 106 Plus and authorize the appropriate City Official(s) to execute all necessary documents.

Approved by the consent vote.

2024-037 Consideration of a Contract with Triangle Grading and Paving, Inc.

City Council is requested to approve a contract award to Triangle Grading and Paving, Inc. in the amount of \$4,299,385.30 for the Samet Drive Extension Project, adopt a capital project ordinance amendment, and authorize the appropriate City Official(s) to execute all necessary documents.

Approved by the consent vote.

2024-038 Consideration of a Task Order with Michael Baker International

City Council is requested to approve a task order with Michael Baker International in the amount of \$275,000 for construction inspection and materials testing services for the Samet Drive Extension project, adopt a capital project ordinance amendment, and authorize the appropriate City Official(s) to execute all necessary documents.

Approved by the consent vote.

2024-040 Consideration of Contract with Trademark Properties

City Council is requested to approve a contract with Trademark Properties in the amount of \$120,000 to perform advisory services for planning, construction and delivery of a new City Hall and associated uses at 405 N. Main Street and authorize the appropriate City Official(s) to execute all necessary documents.

Removed from Consent Agenda and placed on the General Agenda.

2024-042 Consideration of Approval of Minutes

City Council is requested to approve the following minutes:

Finance Committee Minutes - January 10, 2024, at 4:00 p.m.

Special Meeting of the High Point City Council Minutes - January 10, 2024, at 5:00 p.m.

Special Meeting of the High Point City Council Minutes - January 16, 2024, at 4:00 p.m.

Regular Meeting of the High Point City Council Minutes - January 16, 2024, at 5:30 p.m.

Transparency, Engagement, and Communication Committee Minutes - January 17, 2024, at 9:00 a.m.

Special Meeting of the High Point City Council Minutes - January 24, 2024, at 10:00 a.m.

Approved by the consent vote.

GENERAL BUSINESS AGENDA

2024-040 Consideration of Contract with Trademark Properties

City Council is requested to approve a contract with Trademark Properties in the amount of \$120,000 to perform advisory services for planning, construction and delivery of a new City Hall and associated uses at 405 N. Main Street and authorize the appropriate City Official(s) to execute all necessary documents.

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

In response to Council Member Harman, Mr. Olmedo stated in April of 2023, Davenport, the City's Financial Advisor, estimated some potential cost of a new City Hall, parking development, and other projects and provided an estimated tax rate scenario. He stated this project would be a long-term discussion taking place over several years.

In response to Council Member Cook, Mr. Olmedo stated under the scenario that was provided based on the information at that time in April of 2023, Davenport projected a property tax rate increase of 4 cents. That was a preliminary estimate and does not include the information that will be provided with this study.

In response to Mayor Pro Tempore Holmes, Mr. Olmedo agreed that this agenda item does not commit the City Council to a new City Hall rather this study will help clarify of what could happen in the downtown area and what would be the best uses for those properties.

A motion was made by Council Member Peters, seconded by Council Member Johnson, to approve agenda item 2024-040.

Motion carried with the following vote:

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

2024-041 Consideration of Revisions to the Boards/Commissions Liaison Members

City Council is requested to confirm Council Member Britt Moore as the Liaison for the High Point Area Builders Association.

Council Member Moore expressed appreciation regarding being able to be the Liaison for the Builders Association.

A motion was made by Mayor Jefferson, seconded by Council Member McKiver, to approve agenda item 2024-041.

Motion carried with the following vote:

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

Mayor Jefferson stated that he and Council Member Moore are members of the High Point Market Authority Board and an item was under the consent agenda for an agreement in which they would need to be recused from voting.

Meghan Maguire, City Attorney, provided information regarding how to move forward procedurally.

Mayor Jefferson explained for the public that the North Carolina Legislators passed a law that any Elected Official that serves on Non-Profit Boards cannot vote for agreements between the two parties.

Mayor Jefferson made a motion, seconded by Council Member Andrew, to rescind the Consent Agenda vote.

Motion carried by the following vote:

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

Mayor Jefferson made a motion, seconded by Mayor Pro Tempore Holmes, to remove agenda item 2024-030 Consideration of a Nonprofit Organization Agreement with High Point Market Authority from the Consent Agenda and move it to General Business.

Motion carried with the following vote:

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

Mayor Pro Tempore Holmes made a motion, seconded by Council Member Andrew, to excuse Mayor Jefferson and Council Member Moore from the vote on agenda item 2024-030.

Motion carried with the following vote:

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

2024-040 Consideration of Contract with Trademark Properties

City Council is requested to approve a contract with Trademark Properties in the amount of \$120,000 to perform advisory services for planning, construction and delivery of a new City Hall and associated uses at 405 N. Main Street and authorize the appropriate City Official(s) to execute all necessary documents.

Council Member Peters made a motion, seconded by Andrews, to approve agenda item 2024-030 Consideration of a Nonprofit Organization Agreement with High Point Market Authority.

Motion carried with the following vote:

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

Recused: Mayor Jefferson and Council Member Moore

Mayor Pro Tempore Holmes made a motion, seconded by Council Member Johnson, to approve the Consent Agenda with the exceptions of the items that were removed to go on the General Agenda which were items 2024-040 and 2024-030.

Motion carried with the following vote:

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

ADJOURNMENT

Council Member Cook announced there will be a Ward 1 Town Hall Meeting on February 27th at Morehead Recreation Center from 5:00 p.m. - 7:00 p.m.

There being no further business to come before the City Council, the meeting adjourned at 6:04 p.m.

Respectfully Submitted,

Cyril Jefferson, Mayor

Attest:

Sandra Keeney, City Clerk



City of High Point

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

Master

File Number: 2024-061

File ID: 2024-061

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 02/11/2024

File Name:

Final Action: 02/15/2024

Title: Consideration to Introduce Series 2024 General Obligation Streets and Sidewalk Bonds
1. City Council is requested to approve the attached "A Resolution of the City Council of the City of High Point, North Carolina Making Certain Statements of Fact Concerning Proposed Bond Issue and Calling a Public Hearing"
2. City Council is requested to introduce the attached "Bond Order Authorizing the Issuance of Not to Exceed \$5,425,000 General Obligation Streets and Sidewalks Bonds of the City of High Point, North Carolina"

Notes:

Sponsors:

Enactment Date:

Attachments: Intro of Bond Order - High Point 2024 Two-Thirds
(2_3) GO Bonds

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	02/15/2024	For Information Only				

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Introduce Series 2024 General Obligation Streets and Sidewalk Bonds	
FROM: Bobby Fitzjohn, Financial Services Director	MEETING DATE: February 19, 2024
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Resolution Making Statement of Facts Bond Order	

PURPOSE:

The Financial Services Department recommends that the City Council take the first steps to authorize the issuance of up to \$5,425,000 Series 2024 General Obligation Streets and Sidewalk Bonds. Actions requested include making certain statements of fact concerning the proposed bond issue, adopting a preliminary order to issue bonds at a not-to-exceed amount of \$5,425,000, and establishing a public hearing as required by state law.

BACKGROUND:

On February 5th City Council awarded the contract for the Samet Drive Extension project. The total cost of the project is estimated to be approximately \$4,825,000. Remaining bond funds will be used to partially fund the design phase of the Triangle Lake Rd project. The proposed resolutions, prepared by the City's bond attorneys, provide staff the authorization to issue up to \$5,425,000 two-thirds General Obligation bonds.

At the March 4th meeting, City Council will hold a public hearing and consider adopting the bond order.

At the March 18th meeting, City Council will consider approval of winning bank lender and the bond resolution.

The LGC will consider approving the issuance at their April 2nd meeting.

BUDGET IMPACT:

Repayment of the proposed bonds will be included in the General Debt Service Fund budget beginning in FY2024-2025.

RECOMMENDATION/ACTION REQUESTED:

1. City Council is requested to approve the attached "A Resolution of the City Council of the City of High Point, North Carolina Making Certain Statements of Fact Concerning Proposed Bond Issue and Calling a Public Hearing"
2. City Council is requested to introduce the attached "Bond Order Authorizing the Issuance of Not to Exceed \$5,425,000 General Obligation Streets and Sidewalks Bonds of the City of High Point, North Carolina"

EXTRACTS FROM MINUTES OF CITY COUNCIL

* * *

A regular meeting of the City Council of the City of High Point, North Carolina (the “*City Council*”) was duly held in the Council Chambers of the Municipal Building located at 211 South Hamilton Street in High Point, North Carolina, the regular place of meeting, at 5:30 p.m. on February 19, 2024:

Members Present:

Members Absent:

* * * * *
* * *

Councilmember _____ introduced the following resolution, a summary of which had been provided to each Councilmember, a copy of which was available with the City Clerk and which was read by title:

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

WHEREAS, the City Council of the City of High Point, North Carolina (the “*City Council*”) is considering the issuance of bonds of the City of High Point, North Carolina (the “*City*”) which shall be for the maximum principal amount of \$5,425,000 of bonds to pay the capital costs of streets and sidewalk projects located in the City.

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

NOW, THEREFORE, BE IT RESOLVED that the City Council, meeting in open session on the 19th day of February, 2024, has made the following factual findings in regard to this matter:

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

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

C. ***Past Debt Management Policies.*** The City’s debt management procedures and policies are good and have been carried out in compliance with law. The City employs a full-time Financial Services

Director to oversee compliance with applicable laws relating to debt management. The City Council requires annual audits of City finances. In connection with these audits, compliance with laws is reviewed. The City is not in default in any of its debt service obligations. The City Attorney's office reviews all debt-related documents for compliance with laws.

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

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

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

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

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

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council that the public hearing on the bond order for the proposed bonds shall be held on 4th day of March, 2024 at 5:30 p.m., or a soon thereafter as practicable, in the Council Chambers of the Municipal Building located at 211 South Hamilton Street in High Point, North Carolina. The City Clerk is hereby directed to cause a copy of said bond order to be published with a notice of such hearing in the form prescribed by law in a newspaper of general circulation on or before six days before the public hearing. The Financial Services Director is hereby directed, prior to publication of the bond order with the notice of such public hearing, (1) to file with the City Clerk a sworn statement of debt as prescribed by law and (2) to file with the City Clerk and the Local Government Commission of North Carolina and post online a statement of disclosure in accordance with Section 159-55.1(a) of the General Statutes of North Carolina.

PASSED, ADOPTED AND APPROVED this 19th day of February, 2024.

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

I, Sandra Keeney, City Clerk of the City of High Point, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of so much of the proceedings of the City Council as it relates to a resolution entitled “**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGH POINT, NORTH CAROLINA MAKING CERTAIN STATEMENTS OF FACT CONCERNING PROPOSED BOND ISSUE**” duly adopted by the City Council of the City of High Point, North Carolina, at a meeting held on the 19th day of February, 2024 and that such proceedings are to be recorded in the minute books of said City Council.

WITNESS my hand and the seal of the City of High Point, North Carolina, this the ____ day of _____, 2024.

City Clerk
City of High Point, North Carolina

(SEAL)

EXTRACTS FROM MINUTES OF CITY COUNCIL

* * *

A regular meeting of the City Council of the City of High Point, North Carolina (the “*City Council*”) was duly held in the Council Chambers of the Municipal Building located at 211 South Hamilton Street in High Point, North Carolina, the regular place of meeting, at 5:30 p.m. on February 19, 2024:

Members Present:

Members Absent:

* * * * *
* * *

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

**BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$5,425,000
GENERAL OBLIGATION STREETS AND SIDEWALK BONDS
OF THE CITY OF HIGH POINT, NORTH CAROLINA**

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

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

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

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

Section 2. To raise the money required for the purposes described above, in addition to funds which may be available for such purpose from any other source, bonds of the City are hereby authorized and shall be issued pursuant to the North Carolina Constitution and the Local Government Bond Act of North Carolina to the extent of two thirds of the amount by which the outstanding indebtedness of the City was reduced in the last preceding fiscal year. The maximum aggregate principal amount of such bonds authorized by this bond order shall be and not exceed \$5,425,000.

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

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

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

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

I, Sandra Keeney, City Clerk of the City of High Point, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of the bond order entitled “**BOND ORDER AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$5,425,000 GENERAL OBLIGATION STREETS AND SIDEWALK BONDS OF THE CITY OF HIGH POINT, NORTH CAROLINA**” duly introduced by the City Council of the City of High Point, North Carolina, at a meeting held on the 19th day of February, 2024 and that such proceedings are to be recorded in the minute books of said City Council.

WITNESS my hand and the seal of the City of High Point, North Carolina, this the ____ day of _____, 2024.

City Clerk
City of High Point, North Carolina

(SEAL)



City of High Point

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

Master

File Number: 2024-046

File ID: 2024-046

Type: Ordinance

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 02/01/2024

File Name:

Final Action:

Title: Public Hearing - Double Play Properties, LLC, Annexation Case 23-04
A request by Double Plan Properties, LLC, to consider a voluntary contiguous annexation of an approximate 0.32 acre parcel (806 Pinecroft Street). The proposed annexation site is located along the west side of Pinecroft Street, approximately 120 feet south of Lawndale Avenue, and is also known as Guilford County Tax Parcel 155267

Notes:

Sponsors:

Enactment Date:

Attachments: Staff Report AN-23-04.pdf

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: gina.lindsey@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Annexation 23-04 (Double Play Properties, LLC)	
FROM: Sushil Nepal, AICP Planning & Development Director	MEETING DATE: February 19, 2024
PUBLIC HEARING: Yes	ADVERTISED DATE/BY: January 31, 2024 Planning & Development
ATTACHMENTS: A. Staff Report B. Map C. Annexation Ordinance	

PURPOSE:

A request by Double Play Properties, LLC to consider a voluntary contiguous annexation of an approximate 0.32-acre parcel (806 Pinecroft Street). The site is located along the west side of Pinecroft Street, approximately 120 feet south of Lawndale Avenue, and also known as Guilford County Tax Parcel 155267.

BACKGROUND:

The staff report and recommendation are enclosed.

BUDGET IMPACT:

Municipal services will be available upon the effective date of annexation.

RECOMMENDATION/ACTION REQUESTED:

Staff recommends **approval** of Annexation 23-04.

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

**STAFF REPORT
ANNEXATION 23-04
February 19, 2024**

Request	
Applicant: Double Play Properties, LLC	Owner: Double Play Properties, LLC
Proposal: Voluntary contiguous annexation	Effective Date: Upon adoption
	Associated Zoning Case: None, this parcel is within the City of High Points Extraterritorial Jurisdiction (ETJ) Area.

Site Information	
Location:	The site is located along the west side of Pinecroft Street, approximately 120 feet south of Lawndale Avenue (806 Pinecroft Street).
Tax Parcel Number:	Guilford County Tax Parcel 155267
Site Acreage:	Approximately 0.32-acres
Current Land Use:	Undeveloped
Current Zoning:	Residential Single Family – 5 (R-5) District (High Point ETJ Area) The site is within the City’s ETJ Area, which consists of lands where Guilford County has granted the City of High Point zoning and building permit authority.
Current Fire District:	Pinecroft-Sedgefield Special Fire District
Proposed Development:	One single family home is proposed to be developed.
Proposed Unit Type, Number and Average Value:	Estimated value (total property) once completed will be approximately \$240,000.
Proposed Build-out Schedule:	Approximately 6 to 8 months.
Proposed City of High Point Council Ward:	The proposed annexation site is adjacent to Ward 2. If approved, the land associated with this annexation will be part of Ward 2.
Physical Characteristics:	The parcel is undeveloped with no noteworthy physical features.
Water and Sewer Proximity:	A 6-inch City water line and a 8-inch City sewer lines lie adjacent to the site along Pinecroft Street
General Drainage and Watershed:	The site is relatively level and drains in a general southerly direction. Development is subject to the Randleman Lake General Watershed Area (GWA) requirements. Engineered stormwater measures are required for residential development that is greater than one (1) dwelling unit per acre

	and non-residential development with an impervious surface area that exceeds 12% or more of the site.
Overlay District:	None

Adjacent Property Zoning and Current Land Use			
North:	R-5	Residential Single Family – 5 District	Single family dwelling
South:	R-5	Residential Single Family – 5 District	Single family dwelling
East:	R-5	Residential Single Family – 5 District	Single family dwelling
West:	R-5	Residential Single Family – 5 District	Single family dwelling

Transportation Information			
Adjacent Streets:	Name	Classification	Approx. Frontage
	Pinecroft Street	Local	100 ft.
Vehicular Access:	Via driveway access from Pinecroft Street		

City Department Comment Summary

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

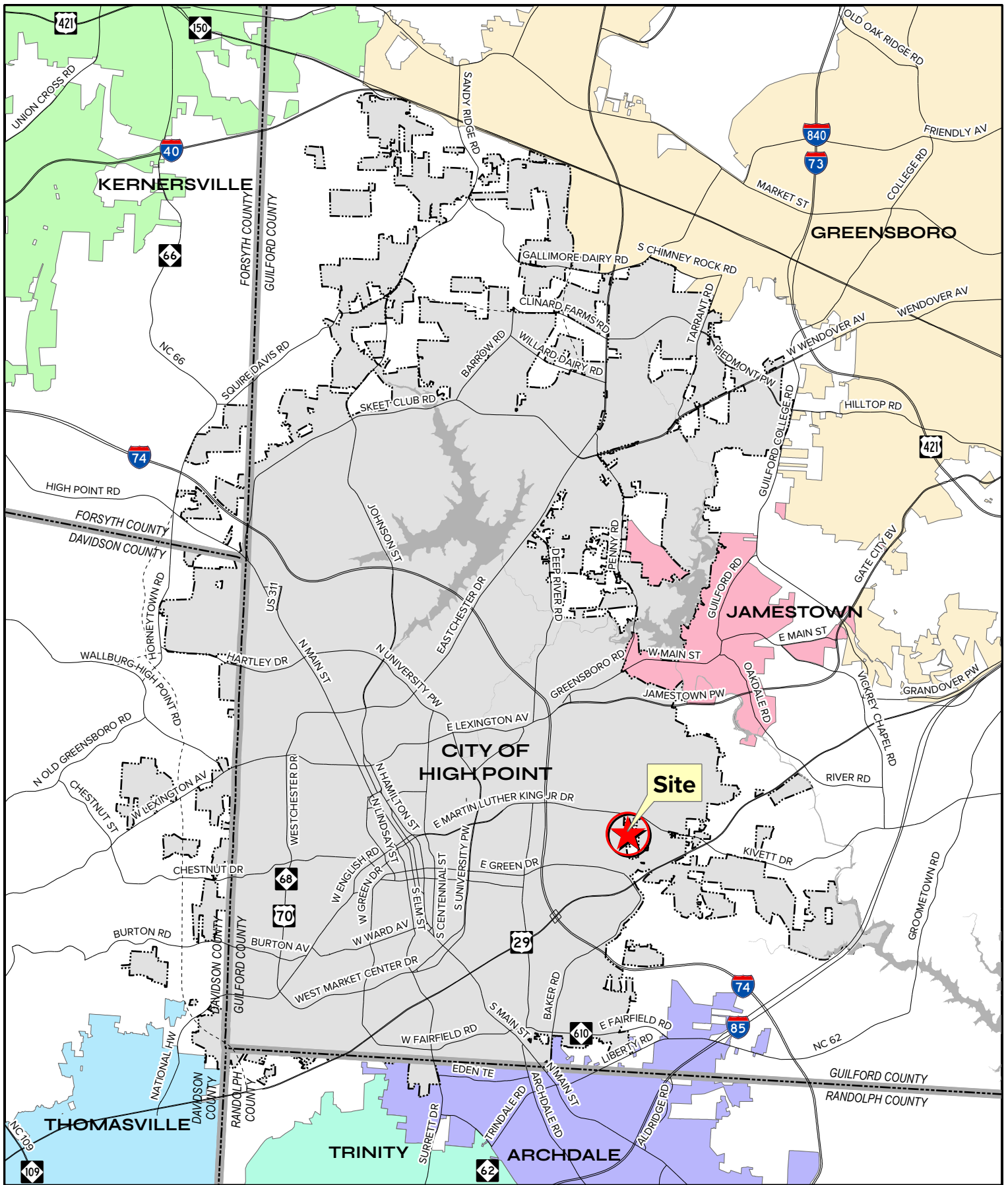
Details of Proposal

The applicant is requesting annexation to have access to City utilities to facilitate development of a single family dwelling. This property is situated in the eastern-central portion of the City's Planning area, within a small unincorporated enclave, that is surrounded by the High Point corporate limits.

This annexation petition represents a logical progression of the City's annexation policy for this area as the proposed annexation site is surrounded by the City's corporate limits. City services and service vehicles are already present in this area and the annexation of this parcel will not negatively impact the City's ability to provide services in this area.

Report Preparation

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



ANNEXATION REQUEST: AN-23-04

Applicant: Double Play Properties LLC



PLANNING AND
DEVELOPMENT

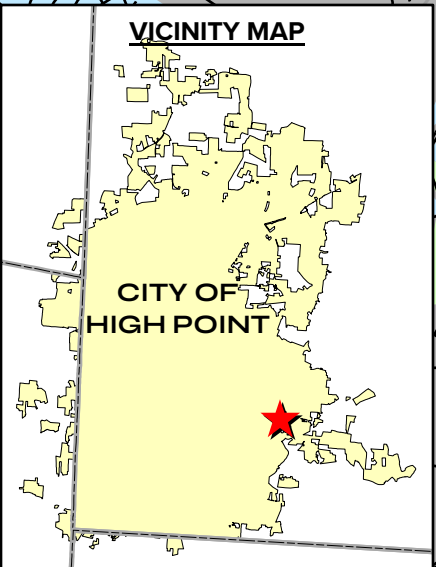
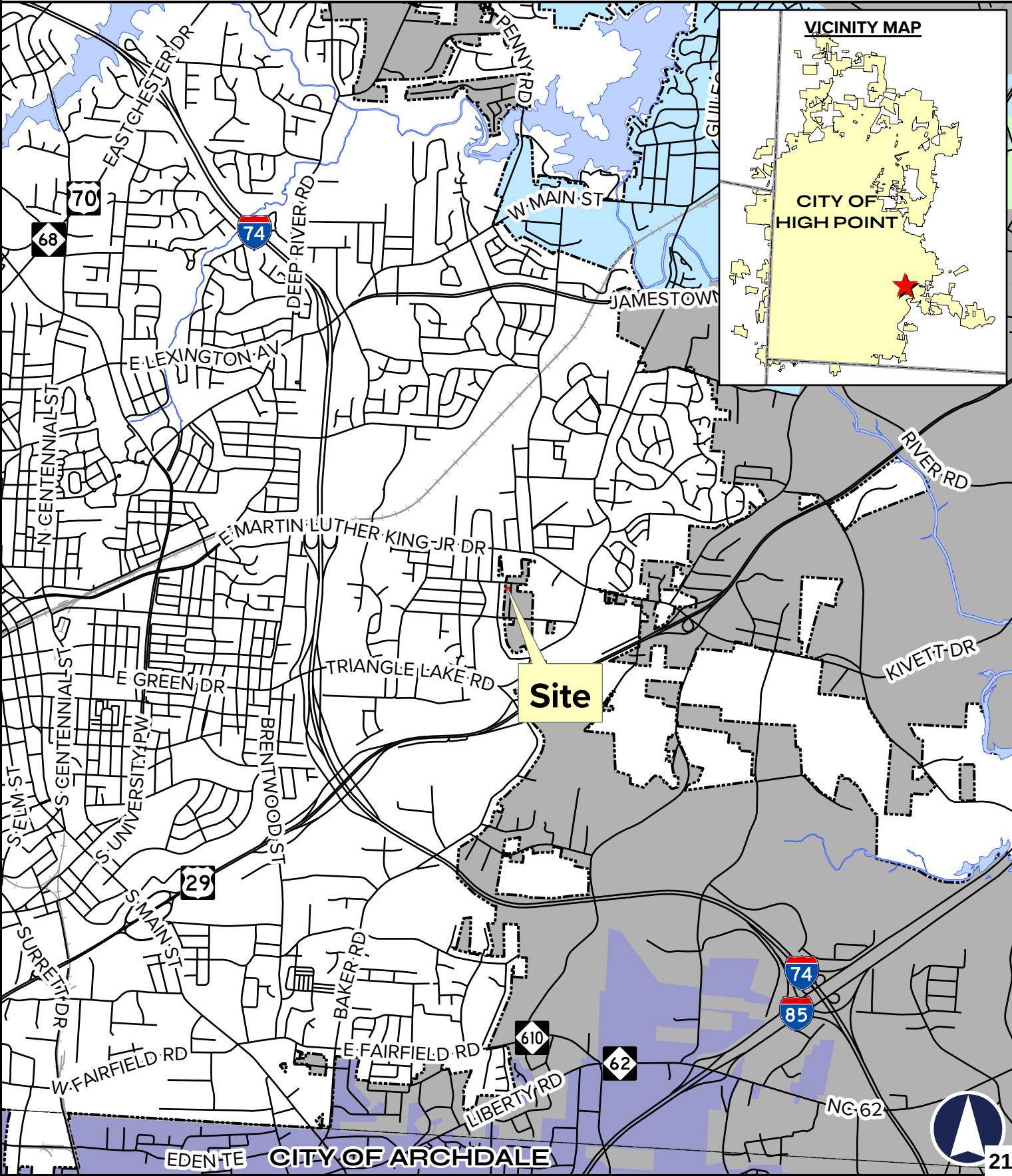


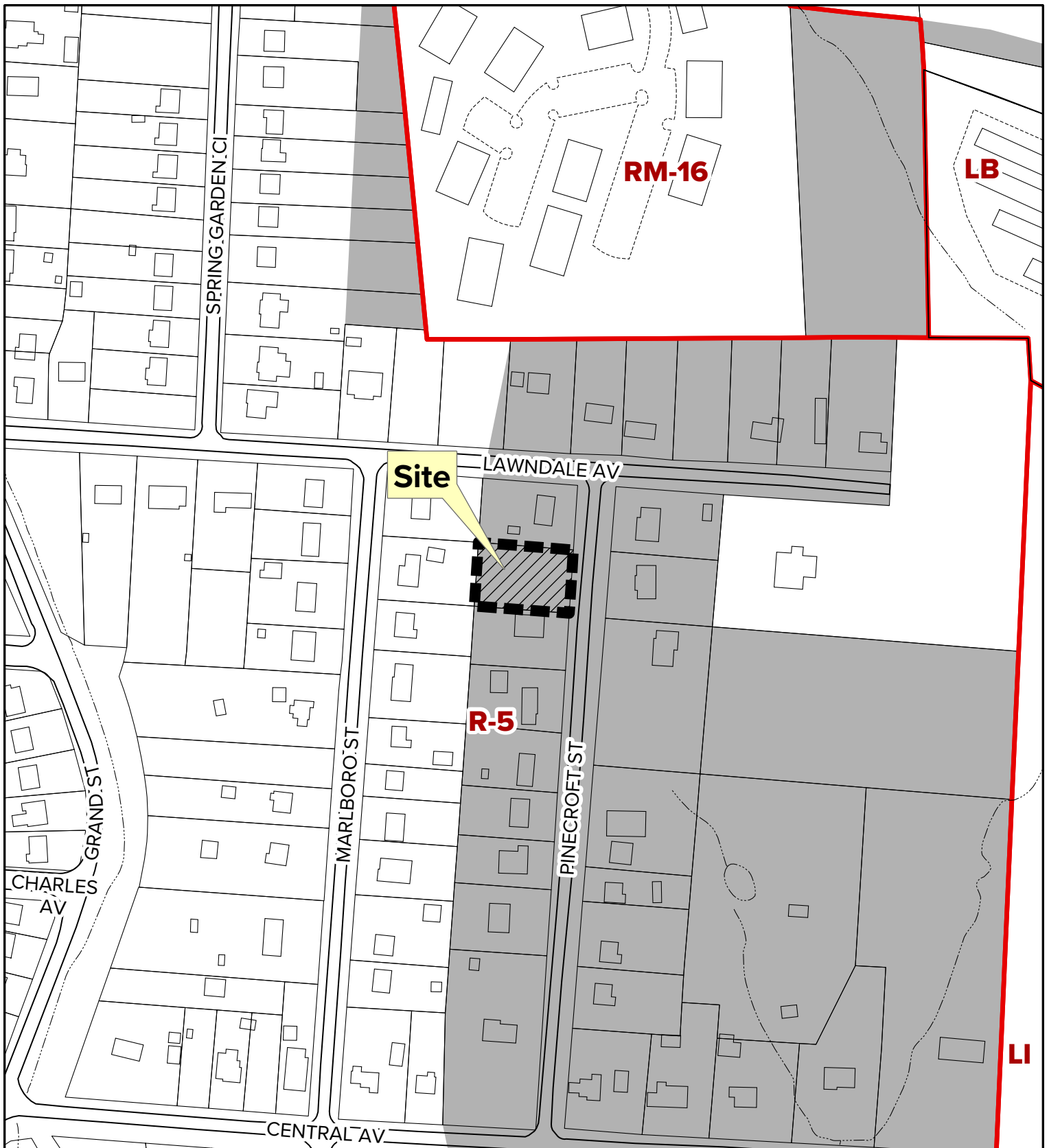
Scale: 1" = 8,500'

LOCATION MAP

ANNEXATION REQUEST: AN-23-04

Applicant: Double Play Properties LLC





ANNEXATION REQUEST: AN-23-04

Applicant: Double Play Properties LLC
Area: 0.32 acres (approximate)

CITY OF
high point.

PLANNING AND
DEVELOPMENT



Scale: 1" = 200'

Existing Zoning Boundary
Subject Property Boundary



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

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

WHEREAS, The City of High Point has been petitioned under G.S. 160A-31, as amended, to annex the area described herein; and,

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

WHEREAS, a public hearing on this annexation was held at the Municipal Building at 5:30 p.m. on the 19th day of February, 2024; and,

WHEREAS, the City of High Point does hereby find as a fact that said petition meets the requirements of G.S. 160A-31 as amended;

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

SECTION 1. By virtue of the authority granted by G.S. 160A-31 as amended, the following described territory is hereby annexed, and made a part of the City of High Point as of February 19, 2024.

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

ANNEXATION DESCRIPTION - Annexation Case 23-04 (AN-23-04)

Property Owner: Double Play Properties, LLC)

LEGAL DESCRIPTION 806 Pinecroft Street:

Guilford County Tax Parcel 155267 (PIN# 7810-76-0231)

Situated in State of North Carolina, Guilford County, Jamestown Township and more particularly described as follows:

Beginning at a 1/2" existing iron pipe (eip) located at the southeast corner of Lot 41 of block "F" of "Amos Brothers Subdivision Number Two" as recorded in Plat Book 20, Page 76, and lying in the western margin of the right-of-way for Pinecroft Street, a 40' public right-of-way per Plat Book 20, Page 76, having N.C. grid coordinates of: N = 806,166.68' & E = 1,717,109.98' {North American Datum 83(2011)}; Thence running from the point of beginning along the common line of Lots 41 & 42 (P.B. 20, Pg. 76), N 85°55'14" W, 149.26' to a 1/2" eip, the southwest corner of Lot 41 and being the southeast corner of now of formerly Tax Parcel: 181716, the Brian W. Dennis & Sherry Dennis property as recorded in Deed Book 3956, Page 58; thence running with Dennis' eastern line and along the western lines of Lots 41 through 38 (P.B. 20, Pg. 76), N 04°30'58" E, 99.91' to a 1" eip the northwest corner of Lot 38 and being the southwest corner of now or formerly Tax Parcel: 155259, the Israel A. Quintana & Yadira A. Quintana property as recorded in Deed Book 8728, Page 931; thence running with Quintana's southern line and the northern line of Lot 38, S 85°54'54" E, 149.28' to a 3/4" eip in the western margin of the right-of-way for Pinecroft Street, the northeast corner of Lot 38; thence running with said western margin, S 04°31'24" W, 99.90' to the point and place of beginning, **containing 14,913 sq. ft. or 0.342 acres more or less,** as surveyed by Triad Land Surveying, P.C., on November 29, 2023, and having job #23167-3.

Being the same land conveyed to Double Play Properties, LLC by instrument recorded in Deed Book 8783, Page 2521. ALL Deed Book, Plat Book and Page references are to the Guilford County Registry.

SECTION 2. Upon and after **February 19, 2024** the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of High Point, and shall be entitled to the same privileges and benefits as other parts of the City of High Point. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

Adopted by the City Council
City of High Point, North Carolina
The 19th day of February, 2024.

By: _____
Cyril Jefferson, Mayor

ATTEST:

Sandra R. Keeney, City Clerk



City of High Point

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

Master

File Number: 2024-063

File ID: 2024-063

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 02/12/2024

File Name:

Final Action:

Title: Consideration of the Reappointment of Julian Weathers o the Guilford County/City Insurance Advisory Committee
City Council is requested to confirm the reappointment of Julian Weathers to the Guilford County/City Insurance Advisory Committee. Term will be effective immediately and expire on December 21, 2026.

Notes:

Sponsors:

Enactment Date:

Attachments: Reappointment - Julian Weathers Guilford County
City Insurance Advisory Committee

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

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

AGENDA ITEM



TITLE: Reappointment – Guilford County/City Insurance Advisory Committee	
FROM: City Clerk's Office	MEETING DATE: February 19, 2024
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: none	

PURPOSE: To confirm the reappointment of Julian Weathers to the Guilford County/City Insurance Advisory Committee.

BACKGROUND: Mayor Jefferson is recommending Julian Weathers be reappointed to the Guilford County/City Insurance Advisory Committee. Term will be effective immediately and expire on December 21, 2026.

BUDGET IMPACT: none

RECOMMENDATION/ACTION REQUESTED: City Council is requested to confirm the reappointment of Julian Weathers to the Guilford County/City Insurance Advisory Committee. Term will be effective immediately and expire on December 21, 2026.



City of High Point

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

Master

File Number: 2024-064

File ID: 2024-064

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 02/12/2024

File Name:

Final Action:

Title: Consideration of Revisions to the Boards/Commissions Liaison Members
City Council is requested to confirm the appointment of Council Member Amanda Cook to the Guilford County Homelessness Task Force. Upon appointment of Council Member Cook, the following Elected Officials will be Liaisons for the Guilford County Homelessness Task Force:
1. Mayor Jefferson
2. Mayor Pro Tempore Holmes
3. Council Member Amanda Cook

Notes:

Sponsors:

Enactment Date:

Attachments: Revisions to the Boards and Commission Liaison Members

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Revisions to the Boards/Commissions Liaison Members	
FROM: Mayor Cyril Jefferson	MEETING DATE: February 19, 2024
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Boards/Commission Liaison Members	

PURPOSE: To confirm the appointment of Council Member Cook as a Liaison to the Guilford County Homelessness Taskforce.

BACKGROUND: Mayor Jefferson is requesting the confirmation of Council Member Cook Liaison to the Guilford County Homelessness Taskforce.

BUDGET IMPACT:

RECOMMENDATION/ACTION REQUESTED: City Council is requested to confirm the appointment of Council Member Amanda Cook to the Guilford County Homelessness Task Force. Upon appointment of Council Member Cook, the following Elected Officials will be Liaisons for the Guilford County Homelessness Task Force:

1. Mayor Jefferson
2. Mayor Pro Tempore Holmes
3. Council Member Amanda Cook

<u>BOARDS/COMMISSIONS/LIAISON MEMBERS</u> <u>(2023-2027) High Point City Council</u>	
<u>ABC Board</u> - 3rd Wednesday- 2:00 p.m. , Administration Offices at 201 W. Fairfield.....	Peters
<u>Arts Council</u> - 2nd Wednesday- 12 Noon - 121 S. Centennial.....	Harman
<u>Board of Realtors-(Board of Directors)</u> Last Wednesday- Various times/locations	Moore
<u>Business High Point – Chamber of Commerce</u> - Board Room, Chamber of Commerce.....	Moore
<u>Citizens Advisory Council</u> - 4th Thursday- 6:00 p.m.- (various locations)	Andrew
<u>Convention & Visitors Bureau</u> - 3rd Wednesday- 12 Noon – HPCVB @ 1634 N. Main, Suite 102.....	Peters
<u>Economic Development Corporation</u> - 1st Wednesday- 4 p.m. (none in Jan., July or Dec.) various locations	Jefferson/Holmes
<u>Furniture Market Authority (BOD)</u> -(meet 4 times a year)	Jefferson/Moore
<u>Forward High Point</u>	Jefferson/Harman
<u>Greater HP Food Alliance</u> ... 2nd Wednesday @ 9:00 a.m.	Harman
<u>Guilford County Economic Development Alliance Leadership Group</u> – 4th Thursday of month – 8:30 a.m. GTCC, Cameron Campus, 7908 Leabourne Road, Colfax.....	Jefferson/Holmes
<u>Guilford County Local Emergency Planning Committee</u> - 2nd Thursday of month - 9 a.m - 12 Noon Various locations (see attached schedule)	McKiver
<u>High Point Area Builders Association</u> 4th Tuesday of the month – 12:00 p.m.	Moore
<u>High Point Community Against Violence</u> - 2nd Wednesday @ 8:30 a.m. (High Point Police Department)	Moore/McKiver
<u>High Point Theatre Advisory Board</u> - 3rd Wednesday- 4:00 p.m. - High Point Theatre.....	Cook
<u>ElevateHP: Young Professionals</u> - 2nd Monday @ 4:00 p.m	Cook
<u>Housing Authority</u> - 2nd Wednesday- 4:00 p.m. - Board Room (unless otherwise posted)	Johnson
<u>Human Relations Commission</u> - 2nd Thursday- 5:30 p.m. - 3 rd Floor Lobby Conf. Rm.....	Johnson
<u>Library/Museum Board of Trustees</u> - 3rd Wednesday- 4:30 p.m. - Board Room- Library	Cook
<u>Parks & Recreation Commission</u> - 2nd Monday – 5:30 p.m.- Parks & Rec. Adm. Offices @ 136 Northpoint.....	McKiver
<u>PART</u> - 2nd Wednesday @ 8:30 a.m. - PART Office- Greensboro.....	Andrew
<u>Piedmont Triad Regional Council</u> Paul J. Ciener Botanical Gardens, Kernersville.....	Andrew
<u>Guilford County Homelessness Taskforce</u>	Jefferson, Holmes, Cook
<u>Transportation Task Force</u>	Jefferson/Holmes/Andrew
<u>Transportation Advisory Committee/MPO</u> - 4th Tuesday @ 10:00 a.m.	Jefferson
<u>Welfare Reform Liaison Project</u>	Johnson
<u>Workforce Development Board</u>	Holmes