



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, September 16, 2024

5:30 PM

Council Chambers

ROLL CALL, MOMENT OF SILENCE, AND PLEDGE OF ALLEGIANCE

ADOPTION OF AGENDA

RECOGNITIONS AND PRESENTATIONS

[2024-361](#)

Proclamation-City of High Point - Constitution Week

Mayor Jefferson will present a proclamation recognizing the period beginning September 17 and ending September 23, 2024 as Constitution Week.

Attachments: [Proclamation for Constitution Week September 17 2024](#)

PUBLIC COMMENT PERIOD

[2024-367](#)

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.

CONSENT AGENDA ITEMS

- [2024-338](#) Consideration of a Contract with Moetivations, Inc.
City Council is requested to consider a contract with Moetivations, Inc. for an amount not to exceed \$177,697.92 to provide temporary staffing for 911 Communications for a period of six months and authorize the appropriate City Official(s) to execute all necessary documents.
(Recommended by the Finance Committee)
Attachments: [Moetivations - 911 Telecommunications](#)
- [2024-339](#) Consideration of a Contract with Motorola Services, Inc.
City Council is requested to consider a contract with Motorola Services, Inc. in the amount of \$583,729.40 for the purchase of 95 portable radios and supporting materials and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)
Attachments: [Motorola Solutions, Inc.](#)
- [2024-340](#) Consideration of a Contract with Graybar, Inc.
City Council is requested to consider a contract with Graybar, Inc. in the amount of \$135,764.71 for a replacement UPS (Battery Backup) unit for the Primary Radio Tower Site and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)
Attachments: [Graybar, Inc. - UPS Replacement](#)
- [2024-356](#) Consideration of a Contract with Mimecast
City Council is requested to consider a contract with Mimecast in the amount of \$106,459.86 for annual renewal of subscription-based services and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)
Attachments: [Mimecast - Contract](#)
- [2024-341](#) Consideration of a Grant Agreement with North Carolina Department of Transportation (NCDOT)
City Council is requested to consider a grant agreement with NCDOT for the federal and state share of the FY25 Section 5303 Planning Grant and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)
Attachments: [NCDOT Planning Grant Agreement](#)
- [2024-343](#) Consideration of Ratification of the Purchase of Property at 2613 Willard Dairy Road
City Council is requested to ratify the purchase of property at 2613 Willard Dairy Road in the amount of \$70,000 for the future construction of the Penny Road Extension. (Recommended by the Finance

Committee)

Attachments: [Property Acquisition - 2613 Willard Dairy Rd.](#)

[2024-344](#)

Consideration of a Contract with A&A Security
City Council is requested to consider a contract with A&A Security in the amount of \$126,921.60 for after hours security guard services at the Municipal Operations Center and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)

Attachments: [A&A Security - Services at MOC](#)

[2024-345](#)

Consideration of a Sole Source Agreement with AiDash
City Council is requested to consider a sole source agreement with AiDash in the amount of \$61,000 per year for a total of \$183,000 over a 3-year period for a vegetation management system and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)

Attachments: [AiDash - Vegetation Management System](#)

[2024-346](#)

Consideration of a Report of Surplus Equipment Disposal
City Council is requested to consider a report from Fleet Services outlining the disposal of surplus equipment. (Recommended by the Finance Committee)

Attachments: [Surplus Equipment Disposal Report](#)

[2024-347](#)

Consideration of a Purchase from Ascendum Machinery
City Council is requested to consider a purchase from Ascendum Machinery in the amount of \$265,546.40 for one (1) Lee Boy 8515E Asphalt Paver. (Recommended by the Finance Committee)

Attachments: [Ascendum Machinery- Lee Boy 8515E Asphalt Paver](#)

[2024-348](#)

Consideration of a Purchase from Deere & Company
City Council is requested to consider a purchase from Deere & Company in the amount of \$245,148.62 for two (2) John Deere 6230 tractors and declaring the old tractors and mowing accessories as surplus and disposing through the online auction process. (Recommended by the Finance Committee)

Attachments: [Deere & Company - 6230 Tractors](#)

[2024-349](#)

Consideration of a Purchase from Piedmont Truck Center
City Council is requested to consider a purchase from Piedmont Truck Center in the amount of \$110,149.20 for one (1) Ford F750 truck and declare the current truck as surplus and disposing through the online auction process. (Recommended by the Finance Committee)

Attachments: [Piedmont Truck Center - Ford F750 Truck](#)

[2024-350](#)

Consideration of a Purchase from Piedmont Truck Center
City Council is requested to consider a purchase from Piedmont Truck

Center in the amount of \$463,824 for two (2) Western Star 47X tandem dump trucks with Godwin Bodies and declaring the existing equipment as surplus and disposing of through the online disposal process. (Recommended by the Finance Committee)

Attachments: [Piedmont Truck Center- Western Star 47X Dump Trucks](#)

[2024-351](#)

Consideration of a Task Order with GEL Engineering of NC, Inc. City Council is requested to consider a Task Order with GEL Engineering of NC, Inc. for Professional Engineering Services in the amount of \$131,435 and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)

Attachments: [Task Order - GEL Engineering of NC, Inc.](#)

[2024-352](#)

Consideration of a Sole Source Purchase from Serpentix Conveyor Corporation
City Council is requested to consider a sole source purchase from Serpentix Conveyor Corporation in the amount of \$36,970.80 for replacement of the solids conveyor belt tray at the Eastside Wastewater Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)

Attachments: [Sole Source Purchase - Serpentix Conveyor Corporation](#)

[2024-353](#)

Consideration of a Sole Source Contract with Precision Infrastructure Management
City Council is requested to consider a sole source contract with Precision Infrastructure Management in the amount of \$68,808 and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)

Attachments: [Precision Infrastructure Management](#)

[2024-358](#)

Consideration of an Agreement with The Ferguson Group, LLC
City Council is requested to consider an agreement with The Ferguson Group, LLC in an amount not to exceed \$93,200 for lobbyist services and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)

Attachments: [Ferguson Group Lobbyist Services](#)

[2024-359](#)

Consideration of a Contract with Cigna Healthcare
City Council is requested to consider a contract with Cigna Healthcare for city employee healthcare coverage for 2025 and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)

Attachments: [Cigna Contract Renewal](#)

[2024-355](#)

Consideration of Acceptance of a Grant Award and Approval of Budget Ordinance Amendment
City Council is requested to accept a grant award for HOME funds,

approve the budget ordinance, and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)

Attachments: [HOME-ARP Funding Agreement](#)

[2024-354](#)

Consideration of a Contract with Community Housing Solutions
City Council is requested to consider a contract with Community Housing Solutions in the amount of \$100,000 for materials and operational expenses associated with the Operation InAsMuch (OIAM) Fall 2024 event and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)

Attachments: [Community Housing Solutions - Contract](#)

[2024-375](#)

Consideration of Resolutions to Approve Piedmont Triad Regional Water Authority Financing
City Council is required to approve (1) the Resolution Authorizing and Approving Bond Anticipation Notes and the Amendment and Restatement of a Joint Governmental Agreement and (2) the Resolution Concerning the City's Obligations under its "Joint Governmental Agreement" among the City, Piedmont Triad Regional Water Authority and other Local Governments. (Recommended by the Finance Committee)

Attachments: [PTRWA Series 2024 Resolutions](#)

[2024-369](#)

Consideration of Nomination to the ElectriCities Board of Directors
City Council is requested to support and endorse the election of Tasha Logan Ford to serve on the ElectriCities Board of Directors as a weighted voting member for a three-year term. (Recommended by the Finance Committee)

Attachments: [ElectriCities Board Application](#)

[2024-357](#)

Consideration of a Resolution Conveying Real Property to a Nonprofit Corporation
City Council is requested to consider a Resolution conveying 702, 704, 708 and 712 Vail Avenue properties and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Community Development Committee)

Attachments: [702, 704, 708, 712 Vail Avenue](#)

[2024-362](#)

Consideration of a Resolution Conveying Real Property to a Nonprofit Corporation
City Council is requested to consider a Resolution conveying the properties located at 608 and 611 Cross Street and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Community Development Committee)

Attachments: [608 and 611 Cross Street](#)

[2024-363](#)

Consideration of a Resolution Conveying Real Property to a Nonprofit

Corporation

City Council is requested to consider a Resolution conveying the property located at 810 Mobile Street and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Community Development Committee)

Attachments: [810 Mobile Street](#)

[2024-364](#)

Consideration of a Resolution Conveying Real Property to a Nonprofit Corporation

City Council is requested to consider a Resolution conveying the properties located at 808 and 813 Tryon Avenue and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Community Development Committee)

Attachments: [808 and 813 Tryon Avenue](#)

[2024-374](#)

Consideration of an Ordinance Amending Section 11-11-1 Social Districts of the High Point Code of Ordinances

City Council is requested to consider and Ordinance Amending Section 11-11-1 Social Districts of the High Point Code of Ordinances to change the name of the Catalyst Social District to the Downtown Social District. (Recommended by the Prosperity, Livability & Safety Committee)

Attachments: [Downtown Social District Ordinance Amendment](#)

[2024-366](#)

Consideration of Approval of Minutes

City Council is requested to approve the following minutes:

Finance Committee Minutes - August 15, 2024, at 4:00 p.m.

Manager's Briefing Minutes - August 19, 2024, at 4:00 p.m.

Regular Meeting of the High Point City Council Minutes - August 19, 2024, at 5:30 p.m.

Attachments: [Minutes Approval](#)

[Finance Committee Meeting Minutes - August 15, 2024](#)

[City Manager's Briefing Minutes - August 19, 2024](#)

[Regular Meeting Minutes - August 19, 2024](#)

GENERAL BUSINESS AGENDA

[2024-378](#)

Consideration of Funding for High Point School Partnership - Outside Non-profit Organization

City Council is requested to approve the recommendation for funding the outside non-profit organization. (Recommended by the Finance Committee)

Attachments: [High Point School Partnership - Funding for Outside Non-Profit Orgnaizations](#)

[2024-379](#)

Consideration of Funding for Macedonia Family Resource Center - Outside Non-profit Organization

City Council is requested to approve the recommendation for funding the outside non-profit organization. (Recommended by the Finance

Committee)

Attachments: [Macedonia Family Resource Center - Funding for Outside Non-Profit Orgnaizati](#)

[2024-380](#)

Consideration of Funding for Friends of Coltrane and Greater High Point Food Alliance - Outside Non-profit Organizations

City Council is requested to approve recommendations for funding the outside non-profit organizations. (Recommended by the Finance Committee)

Attachments: [Friends of Coltrane and Greater High Point Food Alliance - Funding for Outside](#)

[2024-381](#)

Consideration of Funding for Outside Non-profit Organizations

City Council is requested to approve recommendations for funding the outside non-profit organizations. (Recommended by the Finance Committee)

Attachments: [Funding for Outside Non-Profit Organizations](#)

[2024-365](#)

Consideration of Revisions to the Boards and Commissions Liaison Members

City Council is requested to confirm the appointment of Council Member Peters as an Alternate Liaison to the Transportation Advisory Committee/MPO.

Attachments: [TAC-MPO Liaison](#)

[2024-371](#)

Consideration of an Appointment to the Guilford County Historic Preservation Commission

City Council is requested to consider the appointment of Christie Lee as the High Point Representative on the Guilford County Historic Preservation Commission; term effective immediately and expiring on December 6, 2027.

Attachments: [Appointment - Guilford County Historic Preservation Commission](#)

[2024-372](#)

Consideration of an Appointment to the Human Relations Commission

City Council is requested to confirm the appointment of Eric Foushee to the Human Relations Commission; term effective immediately and expiring on November 1, 2025.

Attachments: [Appointment - Human Relations Commission](#)

ADJOURNMENT

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Budget Amendment: HOME American Rescue Plan (HOME-ARP) Allocation	
FROM: Thanena Wilson, Director Community Development & Housing	MEETING DATE: September 16, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Budget Ordinance Amendment HOME-ARP Grant Agreement	

PURPOSE: As a HOME Participating Jurisdiction (PJ) the City of High Point receives an annual allocation of HOME funds through the U.S. Department of Housing and Urban Development (HUD). Therefore, we have been awarded \$1,988,359 in HOME-ARP funding. Staff has submitted the required HOME-ARP Allocation Plan, and the grant agreement has been executed.

BACKGROUND: To address the need for homelessness assistance and supportive services, Congress appropriated \$5 billion in ARP funds to be administered through the HOME Program to perform four activities that must primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations. These activities include: (1) development and support of affordable housing, (2) tenant-based rental assistance (TBRA), (3) provision of supportive services; and (4) acquisition and development of non-congregate shelter units.

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

RECOMMENDATION/ACTION REQUESTED: The Community Development and Housing Department recommends that Council accepts the grant award, approves the budget ordinance, and authorizes that the appropriate City official and/or employee execute all necessary documents.



“AN ORDINANCE AMENDING THE 2024-2025 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS FOR THE HOME-ARP GRANT

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

Section 1. The proposed amendment appropriates \$1,988,359 in federal grant funds from the Department of Housing and Urban Development (HUD) to primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations in High Point.

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

(A) That the following Community Development Fund revenues be amended as follows:

Federal Grants – U.S. Department of HUD	\$1,988,359
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(B) That the following Community Development Fund expenditures be amended as follows:

HOME-ARP Program	\$1,988,359
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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 16th day of September 2024

Cyril Jefferson, Mayor

ATTEST

Sandra Keeney, City Clerk

HOME ARP Grant Agreement

Title II of the Cranston-Gonzalez National Affordable Housing Act
Assistance Listings #14.239 – HOME Investment Partnerships Program

1. Grantee Name and Address High Point 211 S Hamilton St High Point, NC 27260-5232		2. Grant Number (Federal Award Identification Number (FAIN)) [REDACTED]	
		3a. Tax Identification Number [REDACTED]	3b. Unique Entity Identifier (formerly DUNS) [REDACTED]
		4. Appropriation Number [REDACTED]	5. Budget Period Start and End Date FY 2021 -- 09/30/2030
6. Previous Obligation (Enter "0" for initial FY allocation)			\$0
a. Formula Funds			\$
7. Current Transaction (+ or -)			\$1,988,359.00
a. Administrative and Planning Funds Available on Federal Award Date			\$99,417.95
b. Balance of Administrative and Planning Funds			\$198,835.90
c. Balance of Formula Funds			\$1,680,105.15
8. Revised Obligation			\$
a. Formula Funds			\$
9. Special Conditions (check applicable box) ☐ Not applicable ☐ Attached		10. Federal Award Date (HUD Official's Signature Date) 09/20/2021	
11. Indirect Cost Rate*		12. Period of Performance 09/20/2021 - 09/30/2030	
Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base	
—	—%		
—	—%		
—	—%		
—	—%		

* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.

The HOME-ARP Grant Agreement (the "Agreement") between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.) and Section 3205 of the American Rescue Plan (P.L. 117-2) (ARP). HUD regulations at 24 CFR part 92 (as may be amended from time to time), the CPD Notice entitled "Requirements for the Use of Funds in the HOME-American Rescue Plan Program" (HOME-ARP Implementation Notice), the Grantee's HOME-ARP allocation plan (as of the date of HUD's approval), and this HOME-ARP Grant Agreement, form HUD-40093a, including any special conditions (in accordance with 2 CFR 200.208), constitute part of this Agreement. HUD's payment of funds under this Agreement is subject to the Grantee's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502 and the HOME-ARP Implementation Notice. To the extent authorized by HUD regulations at 24 CFR part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Grantee without the Grantee's execution of the amendment or other consent. The Grantee agrees that funds invested in HOME-ARP activities under the HOME-ARP Implementation Notice are repayable in accordance with the requirements of the HOME-ARP Implementation Notice. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58, as well as the HOME-ARP Implementation Notice.

The Grantee must comply with the applicable requirements at 2 CFR part 200, as amended, that are incorporated by the program regulations and the HOME-ARP Implementation Notice, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations or HOME-ARP Implementation Notice, activities carried out under the grant after the effective date of the 2 CFR part 200 amendments will be governed by the 2 CFR part 200 requirements, as replaced or renumbered by the part 200 amendments.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix I to 2 CFR part 200, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

Funds remaining in the grantee's Treasury account after the end of the budget period will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552, the Grantee shall not incur any obligations to be paid with such assistance after the end of the Budget Period.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Matthew T. King, CPD Director	14. Signature [Signature]	15. Date 09/22/2021
16. For the Grantee (Name and Title of Authorized Official)	17. Signature [Signature]	18. Date 10/15/21

19. Check one: ☒ Initial Agreement ☐ Amendment #

20. Funding Information: HOME ARP
Source of Funds Appropriation Code PAS Code Amount
[REDACTED] \$1,988,359.00

21. Additional Requirements: These additional requirements are attached and incorporated into this Agreement. The Grantee agrees to these additional requirements on the use of the funds in 7., as may be amended from time to time by the Secretary.

- a) As of the Federal Award Date, the Grantee may use up to the amount identified in 7.a. of this Agreement for eligible administrative and planning costs in accordance with the HOME-ARP Implementation Notice.
- b) Until the date of HUD's acceptance of the Grantee's HOME-ARP allocation plan, the Grantee agrees that it will not obligate or expend any funds for non-administrative and planning costs, in accordance with the HOME-ARP Implementation Notice.
- c) In accordance with the HOME-ARP Implementation Notice, as of the date of acceptance by HUD of the Grantee's HOME-ARP allocation plan, HUD shall make the amount identified in line 7. of this Agreement available to the Grantee.
- d) If the Grantee does not submit a HOME-ARP allocation plan or if the Grantee's HOME-ARP allocation plan is not accepted within a reasonable period of time, as determined by HUD, the Grantee agrees that all costs incurred and HOME-ARP funds expended by the Grantee will be ineligible costs and will be repaid with non-Federal funds.

22. Special Conditions

CITY OF HIGH POINT

AGENDA ITEM



TITLE: North Carolina Department of Transportation (NCDOT) Section 5303 Planning Grant Agreement	
FROM: Angela W Wynes, Transit Manager	MEETING DATE: September 16, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS Grant Award Letter Resolution	

PURPOSE: Execute an agreement with NCDOT for the federal and state share of the FY25 Section 5303 planning grant.

BACKGROUND: The City of High Point was awarded Section 5303 funds in the amount of \$81,378 to assist with transit planning activities. This funding represents 90% of the projected costs. These funds are used to cover staff time and expenses related to activities such as route and schedule planning, compliance with civil rights regulations, and developing projects for the Metropolitan and State Transportation Improvement Programs.

BUDGET IMPACT: The City's matching share of \$9,043 is included in the FY25 budget.

RECOMMENDATION/ACTION REQUESTED: Staff recommends that City Council approve the grant agreement with NCDOT and authorize the appropriate city staff or officials to execute all necessary documents.





STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J.R. "JOEY" HOPKINS
SECRETARY

July 12, 2024

Ms. Tasha Logan-Ford, City Manager
City of High Point
716 W. Martin Luther King Jr. Drive
High Point, North Carolina 27262

RE: FY25 Metropolitan Planning Grant Program (Section 5303)
Project No.: 25-08-113
WBS Element No.: 36230.19.24.6
Period of Performance: 7/1/2024-6/30/2025

Dear Ms. Logan-Ford:

On June 5, 2024, the Board of Transportation approved your organization's request for an FY25 Metropolitan Planning Grant in the amount of \$90,421. The agreement to be executed between City of High Point and NCDOT is enclosed. The individual authorized to enter into this agreement for financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed.

Please refer to Section 6b of the grant agreement that requires sub-recipients to submit monthly or quarterly requests for reimbursement.

If you have any questions related to the grant agreement, please contact Myra Freeman, Financial Manager at 919-707-4672 or your assigned Accounting Specialist. In any correspondence, please reference your assigned project number, WBS element, Agreement number and period of performance referenced in this letter.

Sincerely,

A handwritten signature in cursive script that reads "Brennon Fuqua".

Brennon Fuqua
Director

BF\mf
CC: Angela W. Wynes, Transit Manager
Attachments

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
INTEGRATED MOBILITY DIVISION
1550 MAIL SERVICE CENTER
RALEIGH, NC 27699-1550

Telephone: (919) 707-4670
Fax: (919) 733-1391
Customer Service: 1-877-368-4968

Website: ncdot.gov

Location:
1 SOUTH WILMINGTON STREET 2
RALEIGH, NC 27601

RESOLUTION
AUTHORIZING **CITY OF HIGH POINT**
TO ENTER INTO AN AGREEMENT WITH
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

A motion was made by _____ and seconded by
_____ for adoption of the following resolution, and
upon being put to a vote was duly adopted.

WHEREAS, the **City of High Point** has requested the North Carolina Department of Transportation to assist in the funding of transit planning tasks; and

WHEREAS, the **City of High Point** will provide **10%** of the cost of the above described project;

NOW THEREFORE, BE IT RESOLVED that the **City Manager** is hereby authorized to enter into a contract with the Department of Transportation and execute all agreements and contracts with the North Carolina Department of Transportation, Public Transportation Division.

Cyril Jefferson, Mayor

ATTEST

Sandra Keeney, City Clerk

.....
I, _____, **City Clerk**, do hereby certify that the above is a true and correct copy of an excerpt for the minutes of a meeting of the **City of High Point** duly held on the _____ day of **September 2024**.

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of an Agreement with The Ferguson Group, LLC	
FROM: Greg Ferguson, Deputy City Manager	MEETING DATE: September 16, 2024
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: n/a	

PURPOSE: Approval of an agreement with The Ferguson Group, LLC as the City's Washington Lobbyist in an amount not to exceed \$93,200. This agreement is for the period beginning on July 1, 2024, and ending on June 30, 2025.

BACKGROUND: The Ferguson Group has served as the Washington Representative to the City of High Point for several years focusing on federal funds for the City's projects.

BUDGET IMPACT: Funding is available in the 2024-25 budget.

RECOMMENDATION/ACTION REQUESTED: City Council is requested to approve an agreement with The Ferguson Group, LLC in an amount not to exceed \$93,200 and authorize the appropriate City Official to execute all necessary documents.



CITY OF HIGH POINT

AGENDA ITEM



TITLE: Ordinance Amendment for Social District Name Change	
FROM: Ryan Ferguson, Marketing Manager	MEETING DATE: Sept. 16, 2024
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Ordinance Amendment Maps Powerpoint Presentation	

PURPOSE: Consideration of an ordinance amendment to change the name of the Catalyst Social District to the Downtown Social District.

BACKGROUND: The High Point City Council approved a downtown social district in 2022 called the Catalyst Social District. In 2024, Council added a social district in the Uptowne area called the Uptowne Social District. To align with the new City branding and make both districts a recognizable destination location, the Communications and Public Engagement Department (CPE) is requesting the change of name and branding from the Catalyst Social District to the Downtown District.

BUDGET IMPACT: The cost of these recommended changes is approximately \$700. Funds will be allocated from the current CPE department budget.

RECOMMENDATION / ACTIONS REQUESTED: Staff recommends that the City Council consider and approve the ordinance amendment.



**AN ORDINANCE AMENDING SECTION 11-11-1 SOCIAL DISTRICTS
OF THE HIGH POINT CODE OF ORDINANCES**

WHEREAS, the North Carolina General Assembly passed and Governor Cooper signed into law on September 10, 2021 An Act To Make Various Changes To The Alcoholic Beverage Control (“ABC”) Commission Laws (“House Bill 890”), which authorizes cities to adopt an ordinance designating social districts in accordance with North Carolina General Statutes;

WHEREAS, the North Carolina General Assembly passed and Governor Cooper signed into law on July 7, 2022 Social District/Common Area Clarifications (“House Bill 211”), which provided much needed clarity to some areas of House Bill 890;

WHEREAS, social districts are defined areas in which a person may consume alcoholic beverages sold by an ABC Permittee (as defined below), with the goal of encouraging foot traffic to downtown businesses;

WHEREAS, to further this important goal, on March 21, 2022, the City of High Point (“City”) adopted an ordinance designating the Catalyst Social District;

WHEREAS, on June 6, 2021 and December 6, 2022, the City amended its ordinance to expand the boundaries of the Catalyst Social District and comply with House Bill 211;

WHEREAS, May 20, 2024, the City amended its ordinance to designate a second social district called the Uptowne Social District; and

WHEREAS, the now City desires to change the name of the Catalyst Social District to the Downtown Social District.

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

Section 11-11-1 of the High Point Code of Ordinances is hereby amended as follows:

1. **Designation.** Pursuant to the provisions of G.S. 160A-205.4, one (1) or more social districts may be designated within the City.
2. **Management.** Social Districts shall be designated, managed, and maintained in accordance with the requirements contained in G.S. 160A-205.4 and G.S. 18B-300.1. The City reserves the right to suspend alcohol consumption in all or part of a social district.
3. **Social Districts.** The City hereby designates the following:
 - (a) ~~Catalyst~~ Downtown Social District, which is designated as the area within the City as more particularly described on Exhibit A, incorporated by reference and attached hereto, available in the City Clerk’s Office, and posted on the City’s website.

(b) Uptowne Social District, which is designated as the area within the City as more particularly described on Exhibit B, incorporated by reference and attached hereto, available in the City Clerk's Office, and posted on the City's website.

4. **Registration.** Any business located in or contiguous to a social district that holds a valid Alcoholic Beverage Control Commission permit ("ABC Permittee") and desires to engage as a social district participant shall register with the City by completing and submitting all required paperwork.
5. **Customer Possession and Consumption.** If it wishes to do so, an ABC Permittee or non-permittee business may allow a customer to possess and consume on the business's premises alcoholic beverages purchased from any ABC Permittee located in or contiguous to the social district. If it wishes to do so, the ABC Permittee or non-permittee business, during the times when the social district is active, shall clearly post uniform signage stating that it allows possession and consumption on the business's premises of alcoholic beverages purchased from any ABC Permittee located in or contiguous to the social district.
6. **Compliance with Laws.** The social district participant shall be solely responsible to operate its business in accordance with all applicable laws, rules, regulations, and ordinances. The City reserves the right to revoke a social district participant's registration at any time if it violates any applicable law, rule, regulation, or ordinance.
7. **Violation.** Any violation of this section is punishable as a misdemeanor.

This amendment shall become effective October 1, 2024.

Adopted this the ____ of September, 2024.

Mayor Cyril Jefferson

ATTESTED:

Sandra Keeney
City Clerk

EXHIBIT A

0 125 250 500
Feet

CITY OF
high point.

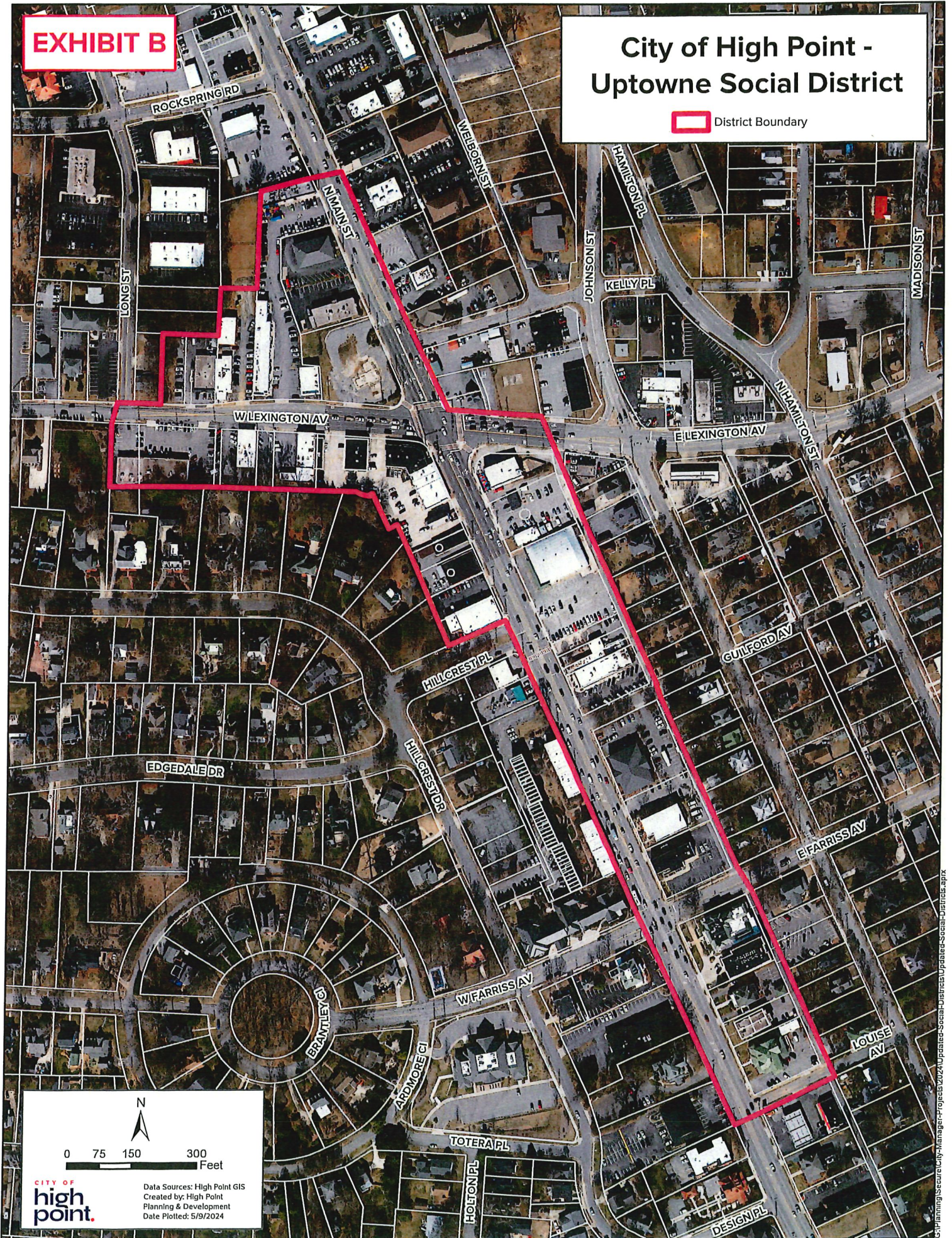
Data Sources: High Point GIS
Created by: High Point
Planning & Development
Date Plotted: 5/9/2024

G:\Planning\Secure\City-Manager-Projects\2024\Updated-Social-Districts\Updated-Social-Districts.aprx

EXHIBIT B

City of High Point - Uptowne Social District

 District Boundary



CITY OF
high point.

Data Sources: High Point GIS
Created by: High Point
Planning & Development
Date Plotted: 5/9/2024

City Planning Secure City Manager - Projects 2024 Updated Social Districts.aprx



SOCIAL DISTRICT ORDINANCE AMENDMENT

CURRENT DISTRICTS

CATALYST DISTRICT

Established 2022



- Lots of excitement around the district.
- Successful implementation
- Nobody identifies with Catalyst and have questioned why it is not downtown.

UPTOWNE DISTRICT

Established 2024



- Lot's of excitement with local businesses
- People finally identifying with "Uptowne" where they couldn't tell us where it was in our research.

PROPOSED NAME CHANGE

DOWNTOWN SOCIAL DISTRICT

- This will allow people to recognize both Downtown and Uptowne Districts.
 - Helps identify the area so they are better recognized.
 - Combines the branding to be cohesive which has been our overall goals with all of the city branding.
 - Promotes overall economic development



DISTRICT MAPS



DOWNTOWN
SOCIAL DISTRICT



UPTOWN
SOCIAL DISTRICT

PROMOTION

- Website | www.HighPointNC.gov/SocialDistrict
- Social Media
- Press Release
- City Partners
- Bars/Shops/Restaurants



THANK YOU



City Manager's Briefing
August 19, 2024 – 4:00 p.m.
3rd Floor Conference Room – Municipal Building
211 S. Hamilton Street

CALL TO ORDER

Mayor Pro Tem Holmes called the Manager's Briefing to order at 4:00 p.m.

Present: Mayor Cyril Jefferson (arrived at 4:42), Mayor Pro Tem Michael Holmes, At-Large Council Member Amanda Cook, At-Large Council Member Britt Moore (arrived at 4:05 p.m.), Council Member Vickie McKiver, Council Member Tyrone Johnson (arrived at 4:39 p.m.), Council Member Monica Peters, Council Member Patrick Harman, and Council Member Tim Andrew

PRESENTATION OF ITEMS

2024-335 Economic Development Department Overview

Staff will provide an overview of the Economic Development Department.

Peter Bishop, Economic Development Director, provided an overview of the Economic Development Department. He stated the department has annual budget of \$530,000 and reviewed several partnerships such as the Guilford County Economic Development Alliance, Piedmont Triad Partnership, Business High Point, High Point Market, Visit High Point, Forward High Point, GuilfordWORKS, and High Point University.

He explained the core functions of the Economic Development department noting business recruitment, business retention and expansion, and marketing and communications. He spoke about job creation and investments, the building upfit grants, facade grants, and downtown and E. Green Dr. rent reimbursements. He discussed the existing industry expansion and new business recruitment and provided information regarding real estate, client specific workforce, logistics, and cluster analysis. He also spoke about financial programs and incentives and site and community tours and how they connect the company to the community.

Mr. Bishop noted there are 41 active projects and expressed excitement about the future of economic development in High Point.

Mayor Pro Tempore Holmes thanked Mr. Bishop for the presentation.

2024-336 Information Regarding Evaluation Criteria for the Annual Non-Profit Organization Application and Funding Process

Staff will present evaluation criteria that could be utilized during the review of applications for the annual non-profit organization funding process.

Stephen Hawryluk, Budget and Performance Director, presented evaluation criteria that could be utilized during the review of applications for the annual non-profit funding process.

A thorough discussion took place regarding what information is public, the growing request for these funds, reviewing previous entities that have requested the funds, and how other municipalities handle these requests.

Council Member Peters noted that there is a misconception regarding where these funds come from, noting these are tax dollars. She expressed a desire to have staff make recommendations and review the applications.

A discussion ensued regarding educating the public regarding the criteria and requesting organizations that provide the same services to collaborate.

Meghan Maguire, City Attorney, provided information regarding what is considered a public purpose noting requirements from the North Carolina State Constitution and the North Carolina General Statutes. Examples of a public purpose include food and nutrition, housing low and moderate income, mental health, art and museum, public education, recreation, and urban development.

A thorough discussion ensued regarding the general meaning of public purpose, being good stewards of public funds, and if changes are needed providing the information to the public prior to applications being received, as well as what the city receives regarding reporting from these agencies.

Ms. Maguire noted that the City has a right to audit the funds.

Mayor Pro Tempore Holmes thanked everyone for a very informative discussion.

ADJOURNMENT

There being no further business to come before the Manager's Briefing, the meeting was adjourned at 4:52 p.m.

Respectfully Submitted,

Michael Holmes, Mayor Pro Tempore

Attest:

Sandra Keeney, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



TITLE: ElectriCities Board of Directors nomination	
FROM: Cyril Jefferson, Mayor	MEETING DATE: September 16, 2024
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Application form	

PURPOSE: To submit the application for City Manager Tasha Logan Ford to the ElectriCities Board of Directors to serve in a weighted voting seat.

BACKGROUND: Former Deputy City Manager Randy McCaslin currently holds this position, but is not eligible to serve another term, as he has served two three-year consecutive terms. The term of office is three years, and a Board Member may serve more than two consecutive terms.

BUDGET IMPACT: n/a

RECOMENDATION /ACTION REQUESTED: City Council is requested to support and endorse the election of Tasha Logan Ford to serve on the ElectriCities Board of Directors as a weighted voting member for a three-year term.



ELECTRICITIES BOARD OF DIRECTORS NOMINATION FORM

NOMINEE INFORMATION			
Name	Tasha Logan Ford		
Address	211 S. Hamilton St., High Point, NC 27260		
Phone	Business:	336-883-3283	Home/Cell:
Principal occupation last 5 years:		City Management	

DIRECTOR CATEGORY			
Affiliated Director			
Participant ratepayer	Yes ☐ No ☐		
Participant elected or appointed official	Yes ☐		
	Title		
	No ☐		
Participant employee	Yes ☒		City Manager
	Title		
	No ☐		

Unaffiliated Director Yes ☐ No ☐

NOMINEE ELECTION CATEGORY
Weighted vote ☒ Majority vote ☐

Is the nominee willing to commit up to two (2) days per month at board meetings plus outside preparation time? Yes ☒ No ☐

Comments about nominee's training and experience (please attach resume or description of nominee's background and experience):

Bio attached

Signature of Nominator (must be commissioner or alternate):

In order to constitute a valid nomination, the above form must be completed in full and signed by the nominator and **received by ElectriCities prior to 5:00 p.m., October 4, 2024**. Please mail the form to ElectriCities, Attention: Jay Morrison, Re: Elections, 1427 Meadow Wood Blvd., Raleigh, NC 27604, or email to jmorriso@electricities.org.

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Resolutions to approve Piedmont Triad Regional Water Authority Financing	
FROM: City Manager's Office	MEETING DATE: September 16, 2024
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Resolutions	

PURPOSE: Consider resolutions to approve the Piedmont Triad Regional Water Authority ("PTRWA") financing for upcoming expansion and treatment upgrades.

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

PTRWA has now decided to issue revenue bonds designated as the Water System Revenue Bond Anticipation Note, Series 2024 (the "2024 Note") and to use the proceeds thereof to finance the expansion of the water treatment plant and to accomplish the removal and elimination of per- and polyfluoroalkyl substances ("PFAS") and other emerging compounds. The 2024 Note shall be in an amount not to exceed \$130,000,000. In order to facilitate the issuance of the 2024 Note, it is necessary for members of PTRWA to pass a resolution authorizing and approving the bond anticipation notes in an amount not to exceed \$130,000,000 and approving an amended and restated interlocal agreement setting forth, among other things, the debt service obligations of the members with respect to the 2024 Note. Each member must also pass a resolution acknowledging its obligations under the 2024 Note.

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

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



EXTRACTS FROM MINUTES OF CITY COUNCIL

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

Present:

Absent:

* * *

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

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

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

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

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

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

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

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

WHEREAS, the Authority has determined to finance the costs of the acquisition, construction, reconstruction, improvement, enlargement and betterment of a 26.7 MGD water treatment plant and facilities related thereto (the "2024 Project"), and such 2024 Project will constitute System Improvements under the Bond Order;

WHEREAS, the Authority has determined to authorize the issuance of its Piedmont Triad Regional Water Authority Water System Revenue Bond Anticipation Note, Series 2024 (the "2024 Note"), to be issued in anticipation of water system revenue bonds, in an amount not to exceed \$130,000,000, pursuant to Section 159-161 et. seq. of the North Carolina General Statutes, as amended, the Act and the Bond Order, for the purpose of (a) financing a portion of the cost of the 2024 Project and (b) paying certain costs and expenses incurred in connection with the issuance of the 2024 Note;

WHEREAS, the 2024 Note will constitute Additional Bonds under the Bond Order and Revenue Bonds under the Interlocal Agreement;

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

WHEREAS, pursuant to Section 7 of the Interlocal Agreement, the Authority has determined to amend and restate the Interlocal Agreement (a) in connection with the issuance of the 2024 Note and (b) in order to provide that any proceeds resulting from the settlement or other disposition of PFAS Claims related to the Authority's source water and water treatment facilities are the property of the Authority and shall be paid and delivered to the Authority whether or not initially received by any Member;

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

- (1) a series resolution to be adopted by the Authority in connection with the issuance of the 2024 Note (the "2024 Series Resolution"), including the form of 2024 Note contained therein; and
- (2) an Amended and Restated Joint Governmental Agreement to be dated as of October 1, 2024 (the "Amended and Restated Interlocal Agreement"), including the exhibits thereto; and

WHEREAS, the City Council (the “City Council”) for the City wishes to approve (a) the issuance of the 2024 Note, (b) the corresponding alterations of allocation of water and level or percentage of participation of the City pursuant to the Interlocal Agreement and (c) the amendment and restatement of the Interlocal Agreement;

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

1. The City Council hereby approves the issuance and sale of the 2024 Note, to be issued in anticipation of water system revenue bonds, by the Authority. The 2024 Note shall mature in such amounts at such times and shall bear interest at such rates as provided in the 2024 Series Resolution; provided, however, that the aggregate principal amount of the 2024 Note shall not exceed \$130,000,000. The 2024 Note shall be issued in fully registered form in such denominations as set forth in the 2024 Series Resolution and payments of principal and interest with respect to the 2024 Note shall be made by the Authority to the registered owner of the 2024 Note at such times and in such manner as is set forth in the 2024 Series Resolution.
2. The Amended and Restated Interlocal Agreement, including the exhibits thereto, in the form submitted to this meeting, is hereby approved, and the Mayor, the City Manager, the City Clerk and the Finance Officer for the City (each, an “Authorized Officer”) are hereby authorized and directed to execute and deliver such document, on behalf of the City, with such changes, insertions or omissions as may be approved, the execution thereof by an Authorized Officer to constitute conclusive evidence of such approval.
3. The 2024 Series Resolution, in the form submitted to this meeting, is hereby approved in substantially such form, with such changes, insertions or omissions as may be approved by the Authority.
4. The Mayor, the City Manager, the Finance Officer, the City Clerk and the City Attorney are each hereby authorized to take any and all such further action and to execute and deliver such other documents as may be necessary or advisable to carry out the intent of this Resolution.
5. All actions of the City effectuating the purposes of this Resolution are hereby approved, ratified and authorized pursuant to and in accordance with the transaction contemplated by the documents referred to above.
6. This Resolution shall become effective immediately upon its adoption.

Adopted this the 16th day of September, 2024.

Cyril Jefferson, Mayor

ATTEST:

Sandra Keeney, City Clerk

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

AYES: _____

NAYS: _____

* * *

EXTRACTS FROM MINUTES OF CITY COUNCIL

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

Present:

Absent:

* * *

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

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

WHEREAS, the Authority is preparing to issue its up to \$130,000,000 Water System Revenue Bond Anticipation Note, Series 2024 (the "2024 Note") to Truist Commercial Equity, Inc. as the purchaser thereof (the "Bank") and such 2024 Note constitutes "Revenue Bonds" within the meaning of the 2016 Interlocal Agreement; and

WHEREAS, the proceeds of the 2024 Note will be used to finance the costs of the acquisition, construction, reconstruction, improvement, enlargement and betterment of a 26.7 MGD water treatment plant and facilities related thereto (the "2024 Project") and pay certain expenses in connection with the issuance of the 2024 Note; and

WHEREAS, in connection with the issuance of the 2024 Note and the financing of the 2024 Project, the Authority has determined to amend and restate 2016 Interlocal Agreement (as amended and restated, the "Interlocal Agreement"), and such Interlocal Agreement has been approved by the City Council and shall be executed and delivered in connection with the issuance of the 2024 Note;

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

1. At the request of the Bank, and to induce the Bank to purchase the 2024 Note, the City confirms its approval of the Interlocal Agreement and confirms its commitment to the Interlocal Agreement.

2. At the request of the Bank, and to induce the Bank to purchase the 2024 Note, the City acknowledges the following aspects of its obligations under the Interlocal Agreement:

(a) Total estimated interest cost payable by the Authority over the life of the 2024 Note is \$6,816,195. The City is required to pay a percentage of this debt service. The City's share of the 2024 Note interest cost under the Interlocal Agreement is 9.16%, or a total of \$624,063 with respect to the 2024 Note (assuming the entire \$130,000,000 principal amount of the 2024 Note is issued). The average annual interest cost payable by the Authority on the 2024 Note is approximately \$2,820,494; the City's 9.16% share of average annual interest cost is approximately \$258,233. This is only an estimate; the actual annual payments may be higher or lower. It is anticipated that payment of the outstanding principal amount of the 2024 Note will be financed with revenue bonds. In the event such revenue bonds are not issued, the City would be responsible for 9.16% of the net debt service (including principal and interest) of the 2024 Note.

(b) In addition, the City is contingently liable to pay up to 150% of its annual debt service requirement on the 2024 Note upon a failure to pay by any other Member. Increasing the City's average annual interest cost to the 2024 Note to 150% produces the annual amount of approximately \$387,349. This is only an estimate; the actual annual payments may be higher or lower.

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

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

(e) Under the Interlocal Agreement, the City is required to operate its water and sewer system as an enterprise fund, to charge rates and fees related to the water and sewer system such that sufficient revenues are generated to pay all costs of operating and financing the City's own water and sewer system and to satisfy the City's Payment Obligations (as defined in the Interlocal Agreement) to the Authority. Under the Interlocal Agreement, the City's Payment Obligations include both the requirements for debt service on the 2024 Note as described above, and also payments to provide for the Authority's operating expenses.

(f) The Bank, as the owner of the 2024 Note, is authorized as a third-party beneficiary under the Interlocal Agreement to enforce the City's covenants and obligations under the Interlocal Agreement, including those described in the preceding paragraph. This means, for example, that the Bank could require the City to raise rates, fees and charges for the City's water and sewer system if the City was not operating the system as required by the Interlocal Agreement.

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

Adopted this the 16th day of September, 2024.

Cyril Jefferson, Mayor

ATTEST:

Sandra Keeney, City Clerk

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

AYES: _____

NAYS: _____

* * *

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Revisions to the Boards/Commissions Liaison Members	
FROM: Mayor Cyril Jefferson	MEETING DATE: September 16, 2024
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Boards/Commission Liaison Members	

PURPOSE: To confirm the appointment of Council Member Monica Peters as an Alternate Liaison to the Transportation Advisory Committee/MPO.

BACKGROUND: Mayor Jefferson is requesting the confirmation of Council Member Monica Peters as an Alternate Liaison to the Transportation Advisory Committee/MPO.

BUDGET IMPACT: none

RECOMMENDATION/ACTION REQUESTED: City Council is requested to confirm the appointment of Council Member Monica Peters as an Alternate Liaison to the Transportation Advisory Committee/MPO.



BOARDS/COMMISSIONS/LIAISON MEMBERS
(2023-2027) High Point City Council

<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 Continuum of Care Board</u> ... 1st Monday @ 11:00 a.m.	Cook
<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 Family Justice Center</u>	Harman
<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/ Peters (Alternate)
<u>Welfare Reform Liaison Project</u>	Johnson
<u>Workforce Development Board</u>	Holmes

“AN ORDINANCE AMENDING THE 2024-2025 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS FOR THE HOME-ARP GRANT

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

Section 1. The proposed amendment appropriates \$1,988,359 in federal grant funds from the Department of Housing and Urban Development (HUD) to primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations in High Point.

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

(A) That the following Community Development Fund revenues be amended as follows:

Federal Grants – U.S. Department of HUD \$1,988,359

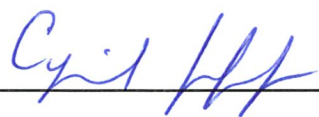
(B) That the following Community Development Fund expenditures be amended as follows:

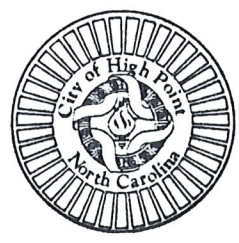
HOME-ARP Program \$1,988,359

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

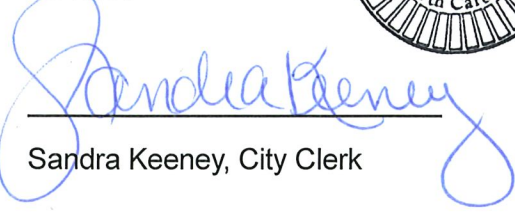
Section 4. That this ordinance shall be effective from and after its passage."

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


Cyril Jefferson, Mayor



ATTEST


Sandra Keeney, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Contract with Graybar, Inc.	
FROM: Adam Ward, IT Services Director	MEETING DATE: September 16, 2024
PUBLIC HEARING: No	ADVERTISED DATE/BY:
ATTACHMENTS: Graybar, Inc. Quote Council Recommendation Form	

PURPOSE: Purchasing replacement UPS (Battery Backup) unit for Primary Radio Tower Site.

BACKGROUND: The IT Services Department recommends the City purchase a replacement UPS unit for the Primary Radio Tower Site. The current UPS unit has reached end of life. The contract includes a 60 kVA UPS unit, required electrical materials, and installation services. The total purchase amount is \$135,764.71. The purchase will occur under the OMNIA US Communities contract.

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

RECOMMENDATION /ACTION REQUESTED: The Department of IT Services recommends that the vendor Graybar, Inc. be awarded the contract. We further recommend that City Council approve the contract and that the appropriate City official and/or employee be authorized to execute all necessary documents.





2755 PETERS CREEK PARKWAY
WINSTON-SALEM NC 27127-4728
Phone: 336-480-3114
Fax: 336-723-5678

To: CITY OF HIGH POINT/COMM
FINANCE DEPT
HIGH POINT NC 27261
Attn: Adam Ward
Phone: 000-883-3495
Fax:
Email: zachary.allen@graybar.com

Date: 08/28/2024
Proj Name: CITY OF HP RADIO TOWER UPS
GB Quote #: 0246905779
Release Nbr:
Purchase Order Nbr:
Additional Ref#
Valid From: 08/28/2024
Valid To: 09/27/2024
Contact: Zach Allen
Email: Zachary.Allen@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Notes: "BID UNDER OMNIA US COMMUNITIES CONTRACT # EV2370 GUIDELINES"

10-11 week lead time ARO

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100	1 EA	J G BLACKMON UPS SYSTEM & MATERIALS				\$110,941.18	1	\$110,941.18

Item Note:

One (1) 60kVA Nameplate Liebert EXM UPS with the following features:
System Input Voltage of 480V, 60Hz, 3 Phase, 3 wire plus ground
System Output Voltage of 208/120V, 3 Phase, 4 wire plus ground
Fixed Capacity 60kVA/60kW UPS System
Single Input Configuration
One (1) IntelliSlot Unity Dual Protocol Card; P/N: IS-UNITY-DP; Monitoring and configuration of Vertiv products and environmental sensors through stand-alone Web UI or integration with Trellis#, Liebert Nform, LIFE# Services. Supports third-party management systems using SNMP, Modbus or BACnet.
Transformer-Free Architecture - Efficiency up to 95% in double conversion mode
Load Power Factor Support - Supports loads 0.5 lagging to unity without derating
Energy Optimization Mode (Eco-Mode)
65kAIC Rating - Provides interrupting rating and labeling of 65kA
Active Power Factor Corrected IGBT Input Converter
PWM transistorized (IGBT) inverter
Continuous Duty Static Bypass Switch
Input Contacts - Dry contacts are available for functions including monitoring external breakers, on-generator signal, and other functions
Output Contacts - Dry contacts are available for functions including a permissive signal to maintenance bypass SKRU, to trip external breakers, and other functions
Generator Load Control - Suppresses battery charging reducing power demand by an external signal. Shifts unit from Eco Mode to double conversion (if applicable), and synchronizes the inverter output with the bypass
Automatic retransfer - Provides return to inverter power after an overload
DSP based controls - Provides digital control of power conversion and system operation
Backlit LCD display - Monitors power conversion, UPS operation and utility conditions. Deviations are logged for troubleshooting
Temperature-Compensated Charging/Battery Load Test

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

To: CITY OF HIGH POINT/COMM
FINANCE DEPT
HIGH POINT NC 27261
Attn: Adam Ward

Date: 08/28/2024
Proj Name: CITY OF HP RADIO TOWER UPS
GB Quote #: 0246905779

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Top-and-bottom-entry cable access
Front only service access
Local Emergency Power Off (EPO)
IP 20 enclosure
Casters and leveling feet
UL and cUL Listed to UL Standard 1778 5th Edition
One-year factory warranty
24in Front Access Frame Design

The solution includes One (1) Liebert EXM Battery Cabinet System with the following features:
Approximately 60 minutes runtime @ existing load & 9 minutes runtime @ full load
1 x External Cabinet of ENERSYS HX330-FR Batteries
Four-year battery warranty
Cabinet Mounted Left Attached to Module with connecting cables factory supplied
24in Front Access Frame Design

The solution includes One (1) Maintenance Bypass Cabinet with the following features:
3 Switching Devices (BIB,MBB,MIB)
Key Interlock (SKRU)
480/208V Input Transformer included
Cabinet Mounted Right Attached to Module with connecting cables factory supplied
24in Front Access Frame Design

200	1 EA	J G BLACKMON INSTALLATION & STARTUP LABOR	\$24,823.53	1	\$24,823.53
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Item Note:

Scope of Work

Install one (1) new UPS system as specified below
Install one (1) 480V, 125A connection from the existing disconnect to the new UPS system
Install one (1) 208V, 225A connection from the new UPS system to the existing panel
Existing conduit and wiring made available during the demo will be reused to feed the new UPS system and existing sub-panels
Demo old UPS system and wiring the day of the shutdown
Old UPS to be relocated to the corner of the server room for disposal by owner
Install one (1) 100A breaker in the existing MDP panel to feed a temporary UPS
Install one (1) 100A breaker in the existing sub-panel to back-feed the rack during the UPS change out
Provide rental cables from the existing MDP to the temporary UPS and from the temporary UPS to the existing sub-panel

Factory Services:
Standard Factory Testing with Certified Test Report

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

To: CITY OF HIGH POINT/COMM
FINANCE DEPT
HIGH POINT NC 27261
Attn: Adam Ward

Date: 08/28/2024
Proj Name: CITY OF HP RADIO TOWER UPS
GB Quote #: 0246905779

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Startup Services:
UPS Startup Services 7x24
Basic operator training provided during startup

Total in USD (Tax not included): \$135,764.71

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

To: CITY OF HIGH POINT/COMM
FINANCE DEPT
HIGH POINT NC 27261
Attn: Adam Ward

Date: 08/28/2024
Proj Name: CITY OF HP RADIO TOWER UPS
GB Quote #: 0246905779

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Signed:_____

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

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24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: Information Technology Services

COUNCIL AGENDA DATE: 9/16/24

BID NO.: N/A

CONTRACT NO.: OMNIA US Communities

DATE OPENED: N/A

DESCRIPTION:

Replacement UPS (Battery Backup Unit) unit for Primary Radio Tower Site.

PURPOSE:

The IT Services Department recommends the City purchase a replacement UPS unit for the Primary Radio Tower Site. The contract includes a 60 kVA UPS unit, required electrical materials, and installation services.

COMMENTS:

Funds are available in FY 2024-25 budget.

RECOMMEND AWARD TO: Graybar, Inc.

AMOUNT: \$135,764.71

JUSTIFICATION:

The current UPS unit has reached end of life.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501243	527206			\$135,764.71
TOTAL BUDGETED AMOUNT				\$135,764.71

DEPARTMENT HEAD: Adam Ward

Digitally signed by Adam Ward
Date: 2024.08.26 19:58:57 -04'00'

DATE: 8/26/24

The Purchasing Division concurs with recommendation submitted by the Information Services and recommends award to the lowest responsible, responsive bidder Graybar Inc. in the amount of \$ 135,764.71.

PURCHASING MANAGER: Candy E. Harmon

Digitally signed by Candy E. Harmon
Date: 2024.08.30 10:57:28 -04'00'

DATE: 8/30/2024

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn

Digitally signed by Bobby Fitzjohn
Date: 2024.08.30 11:01:05 -04'00'

DATE: 8/30/24

CITY MANAGER:

DATE:

CITY OF HIGH POINT

AGENDA ITEM

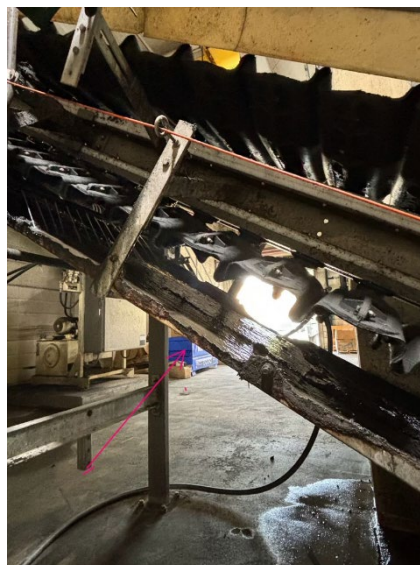
TITLE: Eastside Incline Belt Tray Replacement - Serpentix Conveyor Corporation	
FROM: Robby Stone – Public Services Director Derrick Boone – Asst. Public Services Director	MEETING DATE: September 16, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Quote Sole Source Letter	

PURPOSE: To replace the incline belt tray for the Serpentix conveyor in the solids building at the Eastside Wastewater Treatment Plant (WWTP). This is a sole source item as Serpentix components are proprietary and patented.

BACKGROUND: The Serpentix conveyor transfers dewatered solids from the centrifuges on the ground floor of the solids building up to the hopper for the Schwing pumps that then transfer the “cake” to either the incinerator or the truck loading station. The Serpentix conveyor is a critical component to the solids dewatering operations at the Eastside WWTP. The scope of the project will be to replace the incline belt tray that collects spray and dewatered solids. This is a sole source request since Serpentix is the only manufacturer offering modular belt pans with molded convolutions that flatten at each end of the conveyor to allow full belt scraping.

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

RECOMMENDATION/ACTION REQUESTED: Public Services is recommending that Serpentix Conveyor Corporation be approved as a sole source vendor to replace the belt tray for the solids conveyor at the Eastside WWTP for \$ 36,790.80.



Deteriorated incline belt tray under the Serpentix Belt



SERPENTIX CONVEYOR CORP.

11821 Huron Street | Westminster, CO 80234-3423 – USA

Office: 303.430.8427 (Mon - Fri; 8am - 5pm Mountain) | serpentix.com | conveyors@serpentix.com

Thursday, August 15th, 2024

City of High Point
EASTSIDE WATER TREATMENT PLANT
5898 RIVERDALE ROAD
JAMESTOWN, NC 2728

Attention: Tricia Lowery - Residuals Management Supt
336.883.3361 - tricia.lowery@highpointnc.gov

Reference: Serpentix Conveyor Corporation
Proprietary Components
Customer Id No.: **P2-08-1006**
Serpentix Job Name: **High Point, NC**

Dear Ms. Lowery,

Serpentix components used in our designs are proprietary and are patented. We are the sole supplier of all Serpentix OEM components. Serpentix is the only manufacturer offering modular belt pans with molded convolutions that flatten at each end of the conveyor to allow full belt scraping.

Serpentix does not sell through distributors. This process is designed to protect the customer from paying a higher price through resellers.

If you have any questions, please give me a call. Thank you.

Sincerely,

Robert D. Nusz
President / Sales Director

United States Patent Numbers: 4,205,745; 4,144,965; 4,438,842; 4,927,006; 5,692,435; 5,931,280; 6,761,265
and other Patents Pending

SERPENTIX® CONVEYOR CORP.

11821 Huron Street
Westminster, CO 80234 - USA
303.430.8427 office

Parts Quotation

www.serpentix.com



Parts Quotation #. 6018 RevA

Date: Aug 13, 2024

Bill To:

CITY OF HIGH POINT
ACCOUNTS PAYABLE
PO BOX 230
HIGH POINT, NC 27261
U. S. A.

Ship to:

EASTSIDE WATER TREATMENT PLANT
5898 RIVERDALE ROAD
JAMESTOWN, NC 27282
U. S. A.

Sales Rep. EW2

Good Thru: 9/12/24

Customer ID 081006-P2

Payment Terms Net 30 Days

Contact Person MIKE SWAN

Ship Via TRUCK FREIGHT, LTL

Phone Number 336-883-3061

Fax Number

Qty.	Part Number:	Part Description:	Unit:	Unit Price:	Extension:
		Quote by Erik Melander for Trcia Lowery (tricia.lowery@highpointnc.gov)			
16.00	H01400242A RevC1	DRIP PAN 26" BELT, 18GA 304SS x 4'-0" LG.	EACH	350.00	5,600.00
1.00		DRIP PAN 26" BELT, 18GA 304SS x 4'-0" LG. w/ CUTBACK		375.00	375.00
32.00	AFS014100	1/2"x1" HHCS SS	EACH	0.75	24.00
32.00	AFS404000	1/2" NYLOK NUT SS	EACH	0.65	20.80
32.00	AFS204000	1/2" PLAIN WASHER SS	EACH	0.35	11.20
32.00	AFS244000	1/2" FENDER WASHER SS	EACH	0.55	17.60
32.00	APW01350745A	PW-DRIP PAN INTERM.SUPPRT.26" (304SS)	ASSY	115.00	3,680.00
28.00	P301350002A x 18IN	P3 (20in / 26in) DRIP PAN VERTICAL HANGER BAR x 18IN [304SS]	EACH	45.00	1,260.00
4.00	P301350002A x 24IN	P3 (20in / 26in) DRIP PAN VERTICAL HANGER BAR x 24IN [304SS]	EACH	58.00	232.00
16.00	P301350003A	DRIP PAN CROSS BAR [26in BELT] x 2'-8 1/4" OVERALL (304SS)	EACH	42.50	680.00
1.00		SPECIAL DRIP PAN HANGER @ DRIVE SUPPORT (304SS)		125.00	125.00
34.00	APW01350014ARA	PW-DRIP PAN CLAMP PL, 10GA SS	EACH	5.00	170.00
102.00	AFS013114	3/8"x1 1/4" HHCS SS	EACH	0.45	45.90
102.00	AFS403000	3/8" NYLOK NUT SS	EACH	0.65	66.30
68.00	AFS203000	3/8" PLAIN WASHER SS	EACH	0.25	17.00
32.00	AFS014112	1/2"x1 1/2" HHCS SS	EACH	1.10	35.20
32.00	AFS404000	1/2" NYLOK NUT SS	EACH	0.65	20.80
3.00		DRIP PAN SPRAY WASH MANIFOLD w/ BRASS BALL VALVE FOR THROTTLE CONTROL - all fittings / connections responsibility of owner.		1,495.00	4,485.00
1.00	FREIGHT	FLAT RATE FREIGHT CHARGES - TRUCK FREIGHT, LTL	LOT	2,975.00	2,975.00

Please note: All credit card payments will incur a 3% processing fee. Thank you for your inquiry. If you have questions, please reach out to 303.430.8427 or conveyors@serpentix.com .

Subtotal:

Continued

Sales Tax:

Continued

Total After Shipping:

Continued

**Parts Quotation #. 6018 RevA**

Date: Aug 13, 2024

Bill To:

CITY OF HIGH POINT
ACCOUNTS PAYABLE
PO BOX 230
HIGH POINT, NC 27261
U. S. A.

Ship to:

EASTSIDE WATER TREATMENT PLANT
5898 RIVERDALE ROAD
JAMESTOWN, NC 27282
U. S. A.

Sales Rep. EW2

Good Thru: 9/12/24

Customer ID 081006-P2

Payment Terms Net 30 Days

Contact Person MIKE SWAN

Ship Via TRUCK FREIGHT, LTL

Phone Number 336-883-3061

Fax Number

Qty.	Part Number:	Part Description:	Unit:	Unit Price:	Extension:
1.00		(PRODUCT & JOB BOX) OPTIONAL: INSTALLATION BY SXC FIELD TECHNICIAN (3 DAYS ON-SITE) w/ SCISSOR LIFT RENTAL		16,950.00	16,950.00

Please note: All credit card payments will incur a 3% processing fee. Thank you for your inquiry. If you have questions, please reach out to 303.430.8427 or conveyors@serpentix.com.

Subtotal:

36,790.80

Sales Tax:

Total After Shipping:

\$	36,790.80
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FINANCIAL SERVICES
Purchasing Division



SOLE SOURCE JUSTIFICATION FORM

(For Items Costing **\$10,000.00 or More**)
Statutory Reference N.C.G.S. 143-129(e)6

Requisition #

Vendor:

Item(s):

Justification:

Drip pan (incline tray) is severely corroded. Installed incline belt February via Serpentix. This ensures proper install, form and function with the belt. Serpentix components are proprietary and are patented.

Estimated expenditure for the above item(s):

Accounting Unit and Account(s):

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

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

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

Department Head/Authorized Personnel Digitally signed by Robby Stone
Date: 2024.08.28 08:00:42 -04'00'

Department/Division Date

APPROVAL PROCESS

Purchasing Manager Digitally signed by Candy E. Harmon
Date: 2024.08.28 16:34:09 -04'00'

Financial Services Director Digitally signed by Bobby Fitzjohn
Date: 2024.08.29 08:08:56 -04'00'

City Council (\$30,000 – Up)

City of High Point | P.O. BOX 230, High Point, NC 27261 | 336.883.3219



FINANCE COMMITTEE
Chaired by Council Member Moore
Committee Members: Moore, Peters, Holmes, and Andrew
August 15, 2024 – 4:00 P.M.
Council Chambers – Municipal Building
211 S. Hamilton Street

FINANCE COMMITTEE - Britt W. Moore, Chair

CALL TO ORDER

Mayor Pro Tempore Holmes called the Finance Committee Meeting to order at 4:00 p.m. and stated all Committee Members were present with the exception of Chair Moore.

Present: Council Member Michael Holmes, Council Member Tim Andrew and Council Member Monica Peters

Absent Chair Britt Moore

PRESENTATION OF ITEMS

2024-323 Consideration of a Contract with Pepsi Bottling Ventures

City Council is requested to consider a contract with Pepsi Bottling Ventures not to exceed \$295,000 and authorize the appropriate City Official(s) to execute all necessary documents.

Lee Tillery, Parks & Recreation Director, provided the staff report for this item. He stated that the city had been working with Pepsi Bottling Ventures for over 10 years. He said there were 32 vending machines in various locations and that Pepsi offered full service on all the machines. He mentioned the city earned a small commission off the sales of the vending machines and that Pepsi products were sold at municipal pools, concession stands, and golf courses, with set prices specified in the contract. He spoke on the sponsorship opportunities offered by the company and stated the city could make a commission of up to \$75,000 over a 5-year period.

In response to Council Member Andrew, Mr. Tillery said the city received a small commission from the vending machines but could recoup some of the expenses from the products sold at the concessions, pools and golf courses.

A motion was made by Mayor Pro Tempore Holmes, seconded by Council Member Andrew, to approve agenda item 2024-323.

Motion carried with the following vote:

Aye: Council Member Holmes, Council Member Andrew, and Council Member Peters

Absent: Chair Moore

2024-324 Consideration of a Sole Source Contract with North State Resurfacing

City Council is requested to consider a contract with North State Resurfacing for \$66,480 and authorize the appropriate City Official(s) to execute all necessary documents.

Lee Tillery, Parks & Recreation Director, provided the staff report for this item. He stated the contract authorized repairs to the basketball and tennis courts at Allen Jay Recreation Center. He said North State would be resurfacing the existing basketball courts and converting the tennis courts to pickleball courts. He explained the new technique the company used to increase the lifespan and playability of the courts and said they have seen no problems with the courts that have been resurfaced thus far.

In response to Mayor Pro Tempore Holmes, Mr. Tillery said the courts in Washington Terrace were done about 4 years ago and are holding up well.

In response to Council Member Peters, Mr. Tillery said that the 4 pickleball courts would be installed sometime this fall. In response to Council Member Peters other question about work on the courts at Goldston Park, he said they were working with the Public Services Department to see how it could be done internally to save costs.

A motion was made by Mayor Pro Tempore Holmes, seconded by Committee Member Peters, to approve agenda item 2024-324.

Motion carried with the following vote:

Aye: Council Member Holmes, Council Member Andrew, and Council Member Peters

Absent: Chair Moore

2024-328 Consideration of a Contract with Blum Construction

City Council is requested to consider a Construction Manager at Risk (CMAR) Contract for Services with Blum Construction, approve the proposal for Pre-Construction Services in the amount of \$77,400, and authorize the appropriate City Official(s) to execute all necessary documents.

Lee Tillery, Parks & Recreation Director, provided the staff report for this item. He indicated the contract was for the Center for Active Adults and that Blum Construction came out on top of the internal rankings. He stated the goal was for the company to be involved in pre-construction services moving forward on the project.

In response to Mayor Pro Tempore Holmes, Mr. Tillery said the rankings were based on qualifications and the firm's experience with construction of senior services facilities. He said Blum Construction would be the contractor moving forward if terms could be agreed upon.

A motion was made by Mayor Pro Tempore Holmes, seconded by Council Member Andrew, to approve agenda item 2024-328.

Motion carried with the following vote:

Aye: Council Member Holmes, Council Member Andrew, and Council Member Peters

Absent: Chair Moore

2024-325 Consideration of an Agreement for Services with the FMRT Group, LLC

City Council is requested to consider an Agreement for Services with the FMRT Group with an annual cost not to exceed \$100,000 per year and authorize the appropriate City Official(s) to execute all necessary documents.

Courtney Hemphill, Police Finance Specialist, provided the staff report for this item. She explained the FMRT Group, LLC was chosen because of the company's experience and qualifications providing comprehensive psychological and medical evaluations for law enforcement staff.

In response to Council Member Andrew, Ms. Hemphill said the language in the staff report referring to a "culturally competent team of psychologists" referred to law enforcement culture.

A motion was made by Mayor Pro Tempore Holmes, seconded by Council Member Andrew, to approve agenda item 2024-325.

Motion carried with the following vote:

Aye: Council Member Holmes, Council Member Andrew, and Council Member Peters

Absent: Chair Moore

2024-326 Consideration of a Contract for Professional Services with RS&H Architects-Engineers-Planners, Inc.

City Council is requested to consider a Contract for Professional Services with RS&H Architects-Engineers-Planners, Inc. in the amount of \$1,522,524 and authorize the appropriate City Official(s) to execute all necessary documents.

Greg Venable, Transportation Director, provided the staff report this item. He said this contract was designed to evaluate and optimize traffic signals in the City of High Point system. He spoke on the 2014 Signal Time Study and explained the selection process of the company. He said the funding was primarily federally funded with the City paying 20 percent of the cost.

Mayor Pro Tempore Holmes and Council Member Andrew said they were glad to see improvements in the traffic signal timing.

A motion was made by Mayor Pro Tempore Holmes, seconded by Council Member Peters, to approve agenda item 2024-326.

Motion carried with the following vote:

Aye: Council Member Holmes, Council Member Andrew, and Council Member Peters

Absent: Chair Moore

2024-327 Consideration of Funding for Outside Non-Profit Organizations – High Point Regional Health System

City Council is requested to modify the entity receiving American Rescue Plan Act (ARPA)-enabled funds from High Point Regional Health Foundation to High Point Medical Center.

Stephen Hawryluk, Budget & Performance Director, provided the staff report for this item and explained that these ARPA funds had been approved April 1, 2024, by Council. He said the High Point Regional Health Foundation indicated it does not receive government grants and, therefore, asked for the entity receiving the funds to be changed to High Point Medical Center.

Mayor Pro Tempore Holmes pointed out that Mayor Jefferson served on the Board of the High Point Regional Health Foundation and, therefore, would need to be recused from voting on the item at the upcoming Council Meeting. He said the item would go onto the General Agenda due to the recusal.

A motion was made by Mayor Pro Tempore Holmes, seconded by Council Member Andrew, to approve agenda item 2024-327.

Motion carried with the following vote:

Aye: Council Member Holmes, Council Member Andrew, and Council Member Peters

Absent: Chair Moore

2024-329 Consideration of a Contract with Envisio Solutions, Inc.

City Council is requested to consider a Contract for a strategic initiatives application with Envisio Solutions, Inc. in the amount of \$183,208.58 and authorize the appropriate City Official(s) to execute all necessary documents.

Meredith Martin, Strategic Initiatives Manager, provided the staff report for this item. She explained the amount was for a five-year subscription for a cloud-based strategic planning and performance management system.

In response to Mayor Pro Tempore Holmes, she said the system would aid with reporting and tracking to help build internal and external dashboards to show how the city is progressing with the goals of the strategic plan.

In response to Council Member Andrew's request for specific examples, Ms. Martin said the software will help to build out framework for the strategic plan related to housing with various measures tracking how the city is progressing towards providing affordable housing. She said they were working on building out framework to connect departmental framework measures to the strategic plan. She indicated once the contract was executed

it would take around six months for the framework to be built out. She said it will be calibrated to reflect future changes in the strategic plan.

In response to Mayor Pro Tempore Holmes, Ms. Martin said the software would not generate recommendations, but that staff would analyze data to identify trends and improve services. She said the software should be able to import historical data.

A motion was made by Mayor Pro Tempore Holmes, seconded by Council Member Peters, to approve agenda item 2024-329.

Motion carried with the following vote:

Aye: Council Member Holmes, Council Member Andrew, and Council Member Peters

Absent: Chair Moore

ADJOURNMENT

Council Member Peters asked for some clarification about availability of ARPA (American Rescue Plan Act) funds and asked if it was also appropriate to discuss the public-purpose requirement for non-profit allocations.

Mr. Hawryluk said there was \$1.9 million that has not been allocated for a specific project. City Attorney Meghan Maguire emphasized these were ARPA-enabled funds and not direct ARPA dollars.

Greg Ferguson, Deputy City Manager, explained that the ARPA funds were initially allocated to law enforcement to meet spending parameters and deadline requirements outlined by the federal government. He indicated the use of those ARPA funds freed up local dollars that could be used as ARPA-enabled funds.

Mr. Hawryluk pointed out that the City met all the ARPA deadline requirements, and the ARPA-enabled funds were available and could be used once Council makes a final decision on the remaining amount.

Council Member Peters indicated she wanted to state for the public record that there were public-purpose requirements for non-profit allocations. In response to Council Member Peters, City Attorney Meghan Maguire said that the Finance Committee would decide how to allocate the \$450,000 set aside out of the budget for non-profit entities that have applied for funding. She emphasized that, under North Carolina law, the city could only provide funding for projects and services that serve public purpose.

There being no further business to come before the Finance Committee, the meeting adjourned at 4:36 p.m.

Respectfully Submitted,

Michael Holmes, Mayor Pro Tempore
Finance Committee

Attest:

Alison Glynn, Deputy City Clerk

RESOLUTION
AUTHORIZING **CITY OF HIGH POINT**
TO ENTER INTO AN AGREEMENT WITH
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

A motion was made by Mayor Pro Tempore Michael Holmes and seconded by Council member Tyrone Johnson for adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, the **City of High Point** has requested the North Carolina Department of Transportation to assist in the funding of transit planning tasks; and

WHEREAS, the **City of High Point** will provide **10%** of the cost of the above described project;

NOW THEREFORE, BE IT RESOLVED that the **City Manager** is hereby authorized to enter into a contract with the Department of Transportation and execute all agreements and contracts with the North Carolina Department of Transportation, Public Transportation Division.



Cyril Jefferson
Cyril Jefferson, Mayor

ATTEST

Sandra Keeney
Sandra Keeney, City Clerk

I, Sandra Keeney, **City Clerk**, do hereby certify that the above is a true and correct copy of an excerpt for the minutes of a meeting of the **City of High Point** duly held on the 16 day of **September 2024**.

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Contract with Moetivations, Inc.	
FROM: Adam Ward, IT Services Director	MEETING DATE: September 16, 2024
PUBLIC HEARING: No	ADVERTISED DATE/BY:
ATTACHMENTS: Quote – Moetivations	

PURPOSE: To provide temporary staffing for 911 Communications.

BACKGROUND: The 911 Communications division has reached critical staffing levels. The department is working to fill vacancies in the division. New hires will not be eligible to perform call taking and radio dispatch duties until completing the agency's training program. This process takes six to nine months. In the interim, veteran staff are having to provide coverage for shift shortages. To ease the demand on staff, the department is requesting that we obtain two temporary 911 Telecommunicators for a period of six months from Moetivations, Inc. The not to exceed amount is \$177,697.92.

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

RECOMMENDATION /ACTION REQUESTED: The Department of IT Services recommends that the vendor Moetivations, Inc. be awarded the contract. We further recommend that City Council approve the contract and that the appropriate City official and/or employee be authorized to execute all necessary documents.





MOETIVATIONS



TEAM ON DEMAND SERVICES PROPOSAL:

QUALITY ASSURANCE / QUALITY IMPROVEMENT

Assessments, Evaluation Scores, & Reports
Body Worn Camera Evaluations

LEADERSHIP DEVELOPMENT

Virtual and Onsite Training
Mentor & Coaching Programs

OPERATIONS SUPPORT SERVICES

Dispatcher on Demand
SOP & Policy Editing
Peer Support & Wellness Programs
Cyber Security Analysis

PREPARED FOR:

High Point 911 Communications, NC

Kyle Thaggard

Telecommunications Manager

PREPARED BY:

Mike DeSeve

Proposal Manager

ON BEHALF OF:

Grant Dieckmann

grantd@moetivations.com

Main Office 303.993.7850

www.moetivations.com



MOETIVATIONS

AGENCY: High Point 911 Communications, NC

DATE: 7/26/2024

CONTACT: Kyle Thaggard

QUOTE # 24MD090A

PROPOSAL

Dispatcher on Demand Services

Rate Range per hour:	Low		High	CAD	Central Square One Solution
	\$ 21.50	--	\$ 37.05	911	Vesta
	Months in Term: 6 months with option to renew to 24			RADIO	Motorola MCC7500
	Calltaking phased into dispatching, not including CTOs or Supervisors			RECORDER	Eventide

ITEM	DESCRIPTION	QTY Hours	LIST	MONTHS IN TERM	MONTHLY FEE	SERVICES TOTAL
DOD - 00B	Launch, set up & test (one-time fee) 3 to 4 weeks	1	\$ 9,580.00			\$ 9,580.00
DOD - 012	MONTH 1 (Approx 2 Weeks) 12 hr. coverage; 6hr and 12hr shifts 2 seats x 12hrs = 24 hrs. per day /7days 84 per week	168	\$ 46.84	1	\$ 7,869.12	\$ 7,869.12
DOD - 012	MONTHS 2 - 6 12 hr. coverage; 6hr and 12hr shifts 2 seats x 12hrs = 24 hrs. per day /7days 84 per week	1,820	\$ 46.84	5	\$ 17,049.76	\$ 85,248.80
WEEKLY (7days)	MONTHLY	ANNUAL				
84	364	4,368				
				SERVICES SUBTOTAL:		\$ 102,697.92
				MONTHLY FEE if prepaid 3.1%		\$ 16,521.22 \$ 92,186.09

LOGISTICS

ITEM	DESCRIPTION	ESTIMATED MONTHLY FEE
DOD - OOT	The Logistics Fees are designed to provide all participants transportation, arrival to site, room & board, and per diems/expenses. Amounts are estimated, with best faith efforts to keep costs minimal and continuously monitored. The following expenses are covered under this umbrella: •Flights for Team to rotate in and out. •Housing for Team (Room and Board). •Transportation for Team (Uber/Lyft, Rental Cars, etc..). •Individual Per Diem and Expenses.	RANGE \$8,500 to \$14,500
Invoiced exact plus 9.5%		LOGISTICS ESTIMATION 6 months: \$ 75,000.00



MOETIVATIONS

AGENCY: High Point 911 Communications, NC

DATE: 7/26/2024

CONTACT: Kyle Thaggard

QUOTE # **24MD090A**

PROPOSAL

Dispatcher on Demand Services

	Low		High	CAD	Central Square One Solution
Rate Range per hour:	\$ 21.50	--	\$ 37.05	911	Vesta
Months in Term:	6 months with option to renew to 24			RADIO	Motorola MCC7500
	Calltaking phased into dispatching, not including CTOs or Supervisors			RECORDER	Eventide

APPROVAL PAGE

Quote Valid for 120 days

LAUNCH FEE INCLUDES

PROGRAM MANAGEMENT & LAUNCH MEETINGS (Virtual)
Monthly Reporting & Feedback Loop set up; (Onsite mtgs optional)
SITE ASSESSMENT & PROFILE INTAKE FORM
SECURE FILE SET UP (SHAREPOINT SUBSITE)
Collect & Document participant work assignments
SOP & POLICY files
SCOPE Document & Escalation Details
PORTAL IMPLEMENTATION with secure URL
RECORD & UPLOAD ORIENTATIONS INTO PORTAL (3 hr. each)
911 SYSTEM Recording
CAD System Recording
RADIO System Recording
LOGISTICS COORDINATION
PARTICIPANTS BACKGROUND CHECKS
COLLECT & DOCUMENT RELEVANT RESOURCES

AGENCY PROVIDED

AGENCY PROFILE, CONTACT & SCOPE DETAILS
JURISDICTIONS & DISPATCHED AGENCIES OVERVIEW
SOP & POLICY DOCUMENTATION
TRAINING PROGRAM DOCUMENTATION may include but not limited to: Call Types, CAD codes, radio codes, common phone numbers, major public buildings, reference guides, MAPs and other docs as needed for participant work assignments

COORDINATION & ORIENTATION RECORDINGS
POINT OF CONTACT FOR PROGRAM PARTICIPANTS
ON-SITE ORIENTATION DAY
FACILITY OVERVIEW
NCIC APPROVAL
UNION (if applicable) APPROVAL
PARTICIPATE IN RESOURCES DETAILS

PAYMENT TERMS

SERVICES	LAUNCH	Launch fee plus first month	Due Upon Award	
	Monthly Contracts	Invoiced end of month	Due Net 21	Prepaid discount noted in pricing
	Logistics	30% Deposit due against logistics term	Due Upon Award	
	Logistics	Invoiced at end of month Exact plus 9.5%	Due Net 21	
PREPAID DISCOUNTS		1% to 5% discount for prepaid programs	Due Net 15	
TRAINING PORTAL	Months equal to Term	Included in Launch fee		
	Additional Staffing	Prepaid and Discounted	Due Net 30	

PROPOSAL APPROVAL

Total \$

AUTHORIZING SIGNATURE

Date

AUTHORIZING NAME

TITLE

OPTIONS APPROVED

Total \$

The authorizing party must have budgetary discretion to approve the terms described in this Proposal. Final invoices to include any taxes or credit card processing fees, if applicable. The approved proposal will be attached as an Exhibit to the Service Agreement, as needed.

Statement of Confidentiality & Non-Disclosure

This document contains proprietary and confidential information. All data submitted to your agency is provided in reliance upon its consent not to use or disclose any information contained herein except in the context of its business dealings with MOETIVATIONS, Inc. The recipient of this document agrees to inform employees of your agency who view or have access to its content of its confidential nature. The recipient agrees not to duplicate or distribute or permit others to duplicate or distribute any material contained herein without MOETIVATIONS, Inc. express written consent. MOETIVATIONS, Inc. retains all title, ownership, and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing material, and multimedia. By acceptance of this document, the recipient agrees to be bound by the aforementioned statement.



Job Title: Call-Taker/Dispatcher - limited scope

Department: COMMUNICATIONS CENTER

Serve as the first point of contact for the communications center, answering emergency and non-emergency calls for service involving police, fire, or medical emergency and other public service requests. Responsible for answering calls requesting emergency service; providing routine non-technical information; extracting call information and providing pre-arrival instructions based on protocols.

Identify need for Dispatch, and coordinate with Dispatch within in the communications center to send appropriate Law, Fire, and EMS agencies to calls for service.

Job Duties and Responsibilities – include but are not limited to the following:

Receive and process all calls requesting response from emergency service agencies within the communications center to include 911 calls and texts, 911 transfer calls from other Public Safety Answering Points (PSAP), and calls from administrative lines.

As allowed: Use Computer Aided Dispatch (CAD) system to enter all call information, perform queries, and enter other related logs or information in the CAD.

As allowed: Use the National Law Enforcement Teletype System (NLETS) and National Crime Information Center (NCIC) according to policy for queries, entries, confirmation, and validation in accordance with established protocols.

Adheres to NCIC and CJIS administrative and security requirements, systems sanctions, criminal history dissemination, etc., as required.

As allowed: Use emergency communication systems, paging, and other alert systems to dispatch, communicate and coordinate with emergency responders.

As allowed: Answer and acknowledge all warnings, alerts, and tests from the National Warning System. Disseminate weather watches and warning information to all emergency responders and general public as required.

Contribute to the efficiency and effectiveness of the department's service to its customers by offering suggestions and participating as an active member of a working team.

Represent the PSAP with dignity, integrity, and a spirit of cooperation in all relationships with staff and the public.

AGENCY CREDENTIAL REQUIREMENTS:

LICENSES & CERTIFICATIONS: ability to obtain and maintain the following certification within 3 months of arriving onsite, and maintain certifications to continue services in position

NCIC CERTIFICATION

Public Safety Telecommunicator Certification: **ADD STATE HOURS OR ASSOCIATION DETAILS**

Emergency Medical Dispatch Certification: **ADD SPECIFIC PROTOCOL REQUIRED**

EDUCATION REQUIREMENTS: **ADD MINIMUM REQUIREMENTS HERE**

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Precision Infrastructure Management – Ponding Mitigation	
FROM: Robby Stone – Public Services Director Melinda King – Asst. Public Services Director	MEETING DATE: September 16, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Ponding Mitigation Feasibility Analysis & Alterations Proposal Sole Source Justification Form Sole Source Letter	

PURPOSE: A study was completed to identify areas that have been impacted by ponding water on various roadways and/or curb & gutter locations. Multiple locations were identified to be repaired. This work will achieve positive drainage to eliminate standing water in multiple roadway and curb & gutter locations through a sole source repair method by Precision Infrastructure Management.

BACKGROUND: The City of High Point performs roadway and curb & gutter repairs on an annual basis. Multiple areas were identified that held stormwater which is intrusive to the roadways but can also create safety hazards for commuters. Precision Infrastructure Management performs a non-intrusive repair method consisting of altering sections of the gutter pan and asphalt to allow water to flow after storm events. Precision Infrastructure Management possesses a patented technology to perform this work. This technology is less intrusive than digging and replacing while much quicker and at a much lower expense. There are 11 identified sites that can be repaired to reduce ponding by an estimated 90-95%.

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

RECOMMENDATION/ACTION REQUESTED: The Public Services Department recommends approval of Precision Infrastructure Management as a sole source vendor and that the appropriate City officials and/or employees be authorized to execute all necessary documents to award the contract to Precision Infrastructure Management in the amount of \$68,808.



City of High Point, NC

PONDING MITIGATION FEASIBILITY ANALYSIS & ALTERATIONS PROPOSAL

Prepared for

Mr. Robby Stone, Director of Public Services
Mr. Justin Gray, Public Services Manager
Ms. Melinda King, Public Services Assistant Director

**PRECISION
INFRASTRUCTURE
MANAGEMENT**

Your Assets. Our Passion.

Casey Penland, Business Development Manager
c: (336) 870-5602
c.penland@precisioninfrastructuremgmt.com



City of High Point, NC

PONDING MITIGATION FEASIBILITY ANALYSIS & ALTERATIONS PROPOSAL

Prepared for
Mr. Robby Stone, Director of Public Services
Mr. Justin Gray, Public Services Manager
Ms. Melinda King, Public Services Assistant Director

EXECUTIVE SUMMARY

Using the information provided by **Mr. Robby Stone, Director of Public Services, Mr. Justin Gray, Public Services Manager, and Ms. Melinda King, Public Services Assistant Director**, PIM CS, LLC conducted topographical feasibility analyses of areas causing ponding that is creating accessibility and/or advanced infrastructure degradation. Our feasibility analyses, conducted using survey grade equipment along with in-house ponding methodology models, included seventeen sites for potential modification using PIM's patent-pending ponding mitigation processes. Eleven sites have viable repair options, four sites are infeasible as the maximum depth of material requiring removal was too deep and would compromise the integrity of the gutter pan and roadway, and two sites were removed from scope upon request.

The sites and approximate scopes are provided in **Table 1** below, and different repair and pricing options for 2 specific sites are in **Tables 2 & 3**:

Site	Location	Price	Estimated Savings	Replacement Cost	Est. Completion Time (Hours)	Linear Feet
1	315 E Green Dr	\$1,580	\$1,896	\$3,476	2	22
2	1000 Forest Hill Dr	\$2,600	\$3,120	\$5,720	5	59
3	John Coltrane Statue - North Side of Catch Basin	\$1,260	\$1,512	\$2,772	2	58
4	John Coltrane Statue - South Side of Catch Basin	\$6,520	\$7,824	\$14,344	12	80
5	MLK Jr Dr & N Centennial St	\$6,247	\$7,497	\$13,744	11	93
6	S Wrenn St & E High Ave - Location 1	\$17,919	\$21,503	\$39,422	32	140
7	S Wrenn St & E High Ave - Location 2	\$2,020	\$2,424	\$4,444	4	82
8	S Wrenn St & E High Ave - Location 3	\$7,708	\$9,250	\$16,958	12	48
9	S Wrenn St & E High Ave - Location 4	\$620	\$744	\$1,364	1	102
10	303 Anaheim St - Infeasible	N/A	N/A	N/A	N/A	N/A
11	601 Nova Ave - Infeasible	N/A	N/A	N/A	N/A	N/A
12	606 Gordon St - Infeasible	N/A	N/A	N/A	N/A	N/A
13	N Main St & E English Rd - Infeasible	N/A	N/A	N/A	N/A	N/A
		\$46,474	\$ 55,770	\$ 102,244	81	684

Option	600 N Main St	Price	Estimated Savings	Replacement Cost	Est. Completion Time (Hours)	Linear Feet
1	Ponding & Asphalt Repair - 1:8 Slope	\$7,473	\$13,931	\$21,404	12	56
2	Ponding & Asphalt Repair - 1:12 Slope	\$9,729	\$11,675	\$21,404	16	56
3	Ponding & Asphalt Repair - 1:20 Slope	\$14,241	\$7,163	\$21,404	23	56

Option	1015 Granby Ave	Price	Estimated Savings	Replacement Cost	Est. Completion Time (Hours)	Linear Feet
1	Ponding & Driveway Repair - 1:8 Slope	\$6,735	\$11,070	\$17,805	11	122
2	Ponding & Driveway Repair - 1:12 Slope	\$8,093	\$9,712	\$17,805	14	122

We observed that the infrastructure in the project area is in generally good structural condition and is an ideal application for our ponding alteration process. PIM proposes to reduce ponding at thirteen sites, altering sections of gutter pan and asphalt in the project areas, meeting the customer's requirements, for between **\$60,682 and \$68,808 depending on the repair option that you choose at 600 N Main St and 1015 Granby Ave, and not including the cost of traffic control.**

Should you request the site be repaired, PIM can complete the work in between **13 to 15 workdays with 2 technicians.** While the ponding mitigation project is underway, we will:

- keep the street and intersections in service;
- require no heavy equipment
- remove all debris and recycle the concrete and asphalt waste materials;
- leave the area clean and altered to the approximate new ponding to reduce ponding.

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 infrastructure improvement and asset management programs, reduce asset degradation, and liability for pedestrian and vehicular accessibility in the project areas.

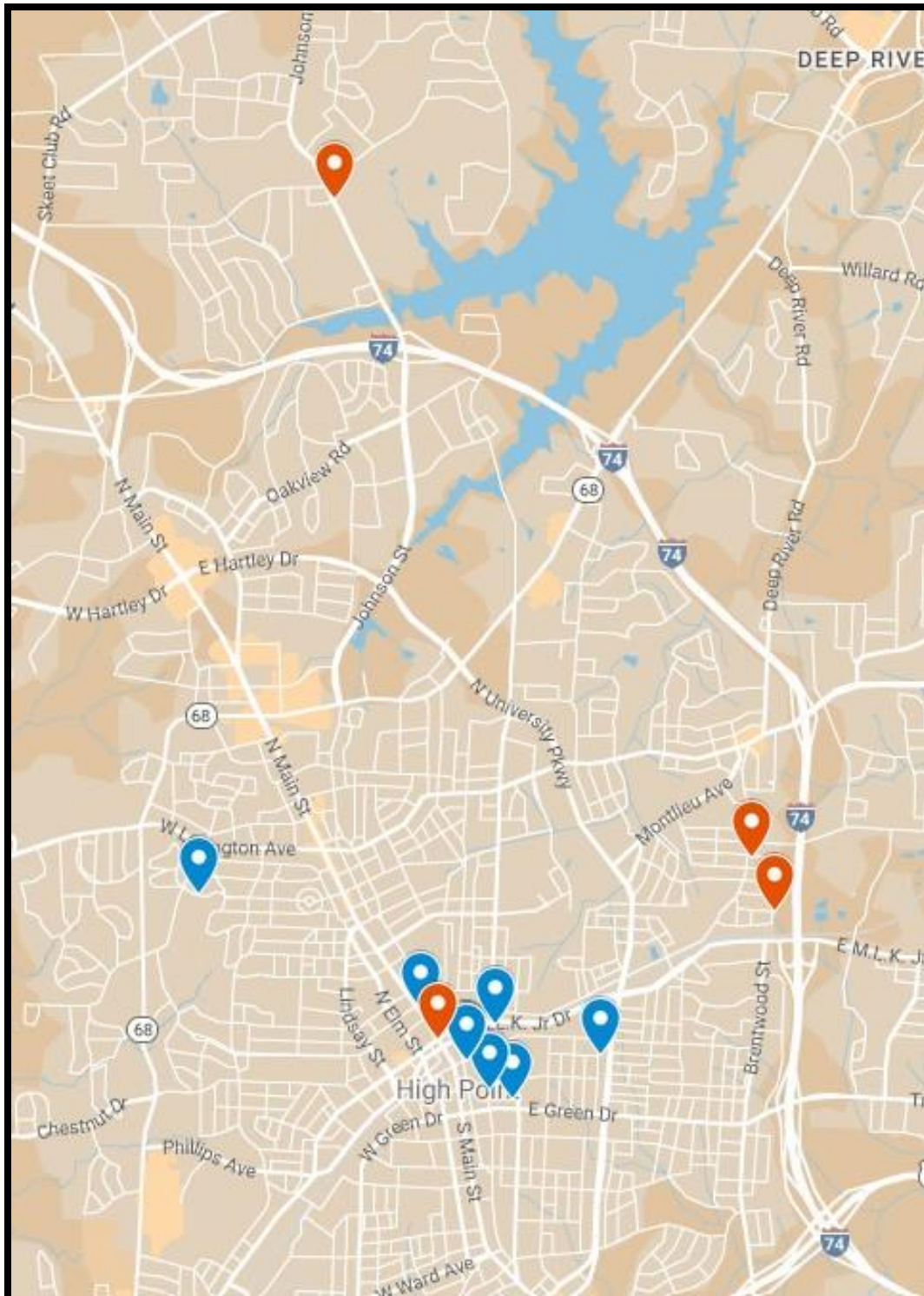
At The City of High Point's request, PIM CS, LLC will evaluate additional or alternate sites where our ponding mitigation services can help stretch funds for infrastructure repairs in ponding areas.

SCOPE OF SERVICES

PROPOSED PONDING MITIGATION SITES

Blue: Feasible

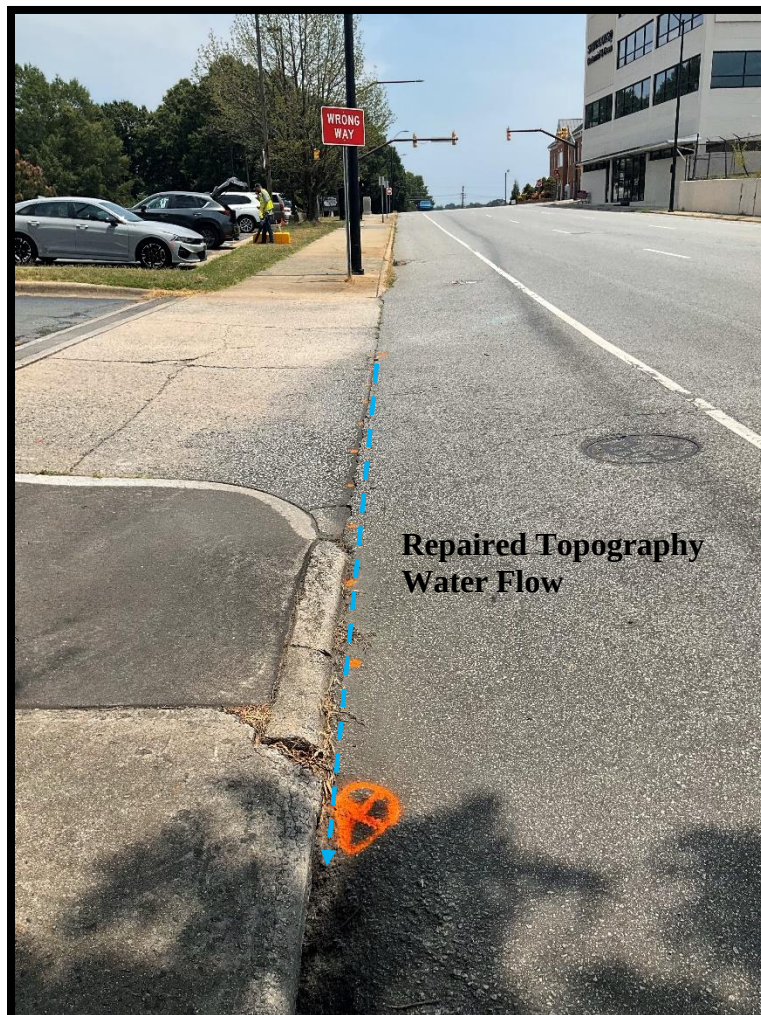
Red: Infeasible



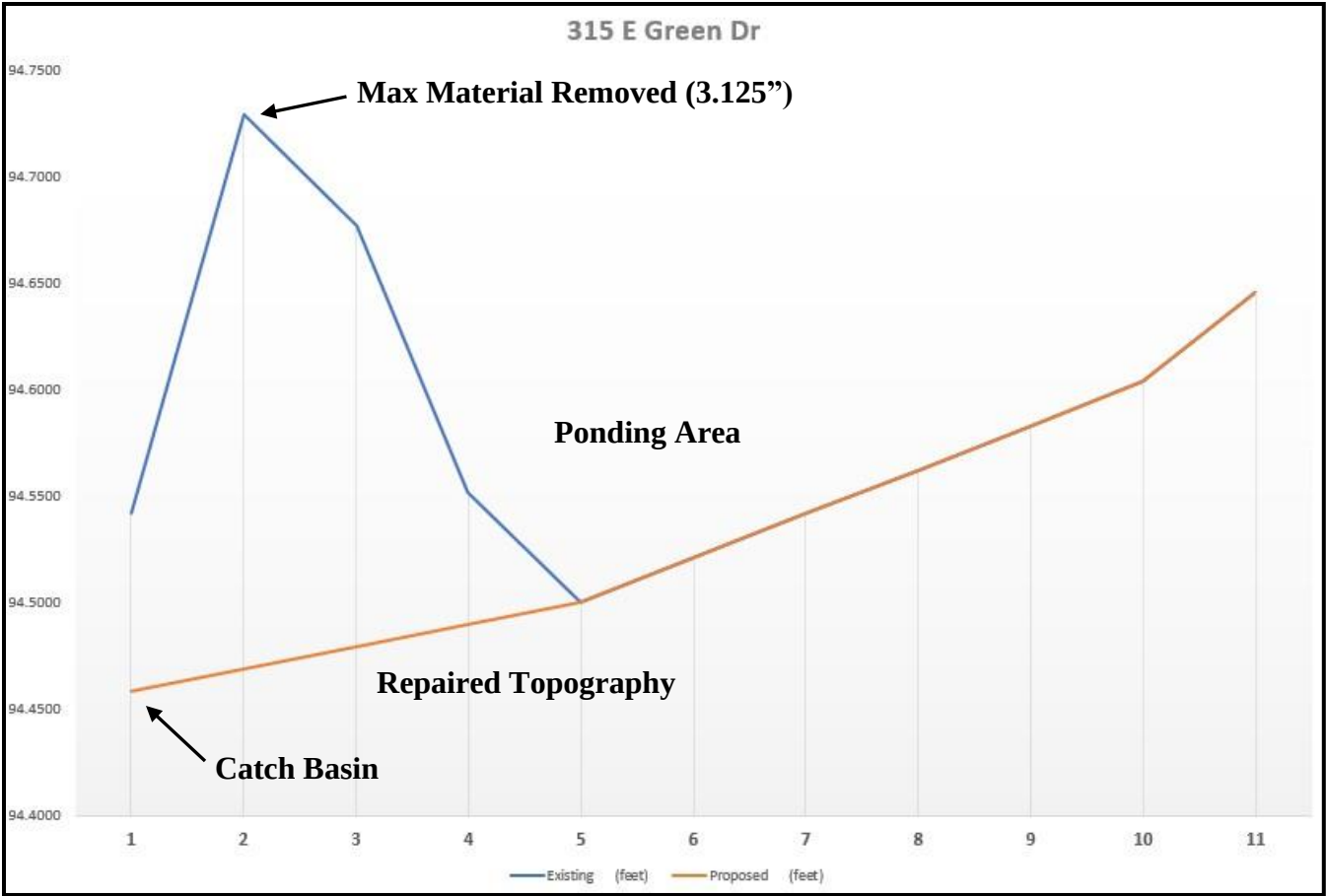
METHODOLOGY – FEASIBILITY ANALYSIS & PREPARING THIS ESTIMATE:

1. Site analysis using survey grade equipment was completed for all sites; internal feasibility analysis was conducted using in-house modeling consisting of the following variables:
 - Ponding
 - Accessibility
 - Tolerances
 - Asset Materials
2. A topographical model was created.
3. An estimate of material removed for each proposed 3D alteration point was prepared based on our experience data base and site ponding feasibility.
4. A fixed bid was prepared giving the flexibility to choose to repair each site, a subset of sites, or all sites in the proposal.

SITE 1: 315 E Green Dr



GRAPH



The blue topographical survey line in the graph above indicates the current relative topography, which causes significant ponding in the curb, which could spill into the street area. The orange line is the new relative topography that will be created by making alterations using our patented method and modeling process. **Ponding will be reduced by an estimated 90 – 95% in the project area**, eliminating the need for demolition and replacement (D&R) and keeping the pond contained to the gutter pan area. **The maximum amount of material requiring removal is 3.125 inches at station 2 on the graph above.**

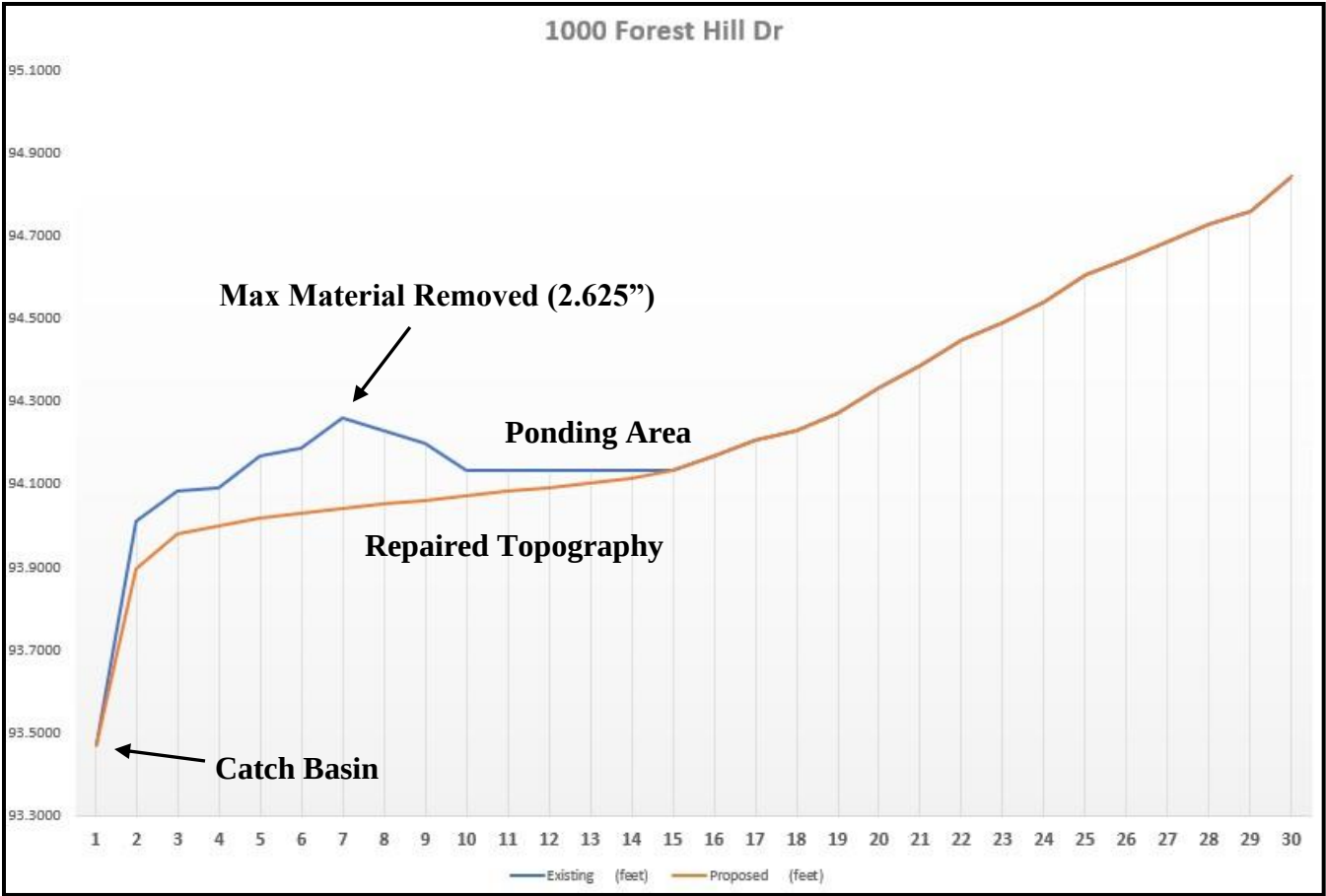
Site	Location	Price	Estimated Savings	Replacement Cost	Est. Completion Time (Hours)	Linear Feet
1	315 E Green Dr	\$1,580	\$1,896	\$3,476	2	22

Proposed ponding alterations to this site can be **completed in approximately 2 hours.**

SITE 2: 1000 Forest Hill Dr



GRAPH



The blue topographical survey line in the graph above indicates the current relative topography, which causes significant ponding in the curb, which could spill into the street area. The orange line is the new relative topography that will be created by making alterations using our patented method and modeling process. **Ponding will be reduced by an estimated 90 – 95% in the project area**, eliminating the need for demolition and replacement (D&R) and keeping the pond contained to the gutter pan area. **The maximum amount of material requiring removal is 2.625 inches at station 7 on the graph above.**

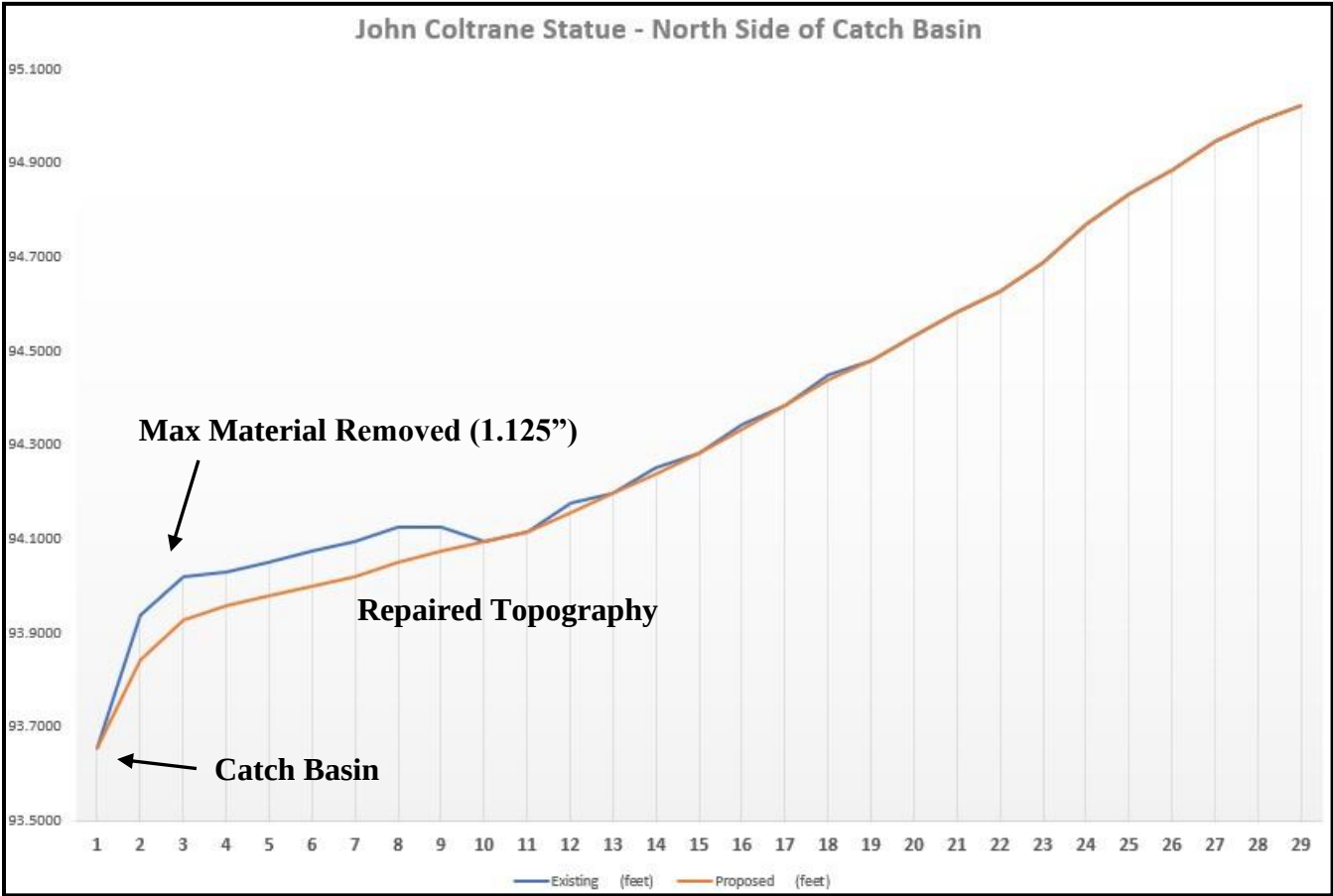
Site	Location	Price	Estimated Savings	Replacement Cost	Est. Completion Time (Hours)	Linear Feet
2	1000 Forest Hill Dr	\$2,600	\$3,120	\$5,720	5	59

Proposed ponding alterations to this site can be **completed in approximately 5 hours.**

SITE 3: John Coltrane Statue – North Side of Catch Basin



GRAPH



The blue topographical survey line in the graph above indicates the current relative topography, which causes significant ponding in the curb, which could spill into the street area. The orange line is the new relative topography that will be created by making alterations using our patented method and modeling process. **Ponding will be reduced by an estimated 90 – 95% in the project area**, eliminating the need for demolition and replacement (D&R) and keeping the pond contained to the gutter pan area. **The maximum amount of material requiring removal is 1.125 inches at stations 2 & 3 on the graph above.**

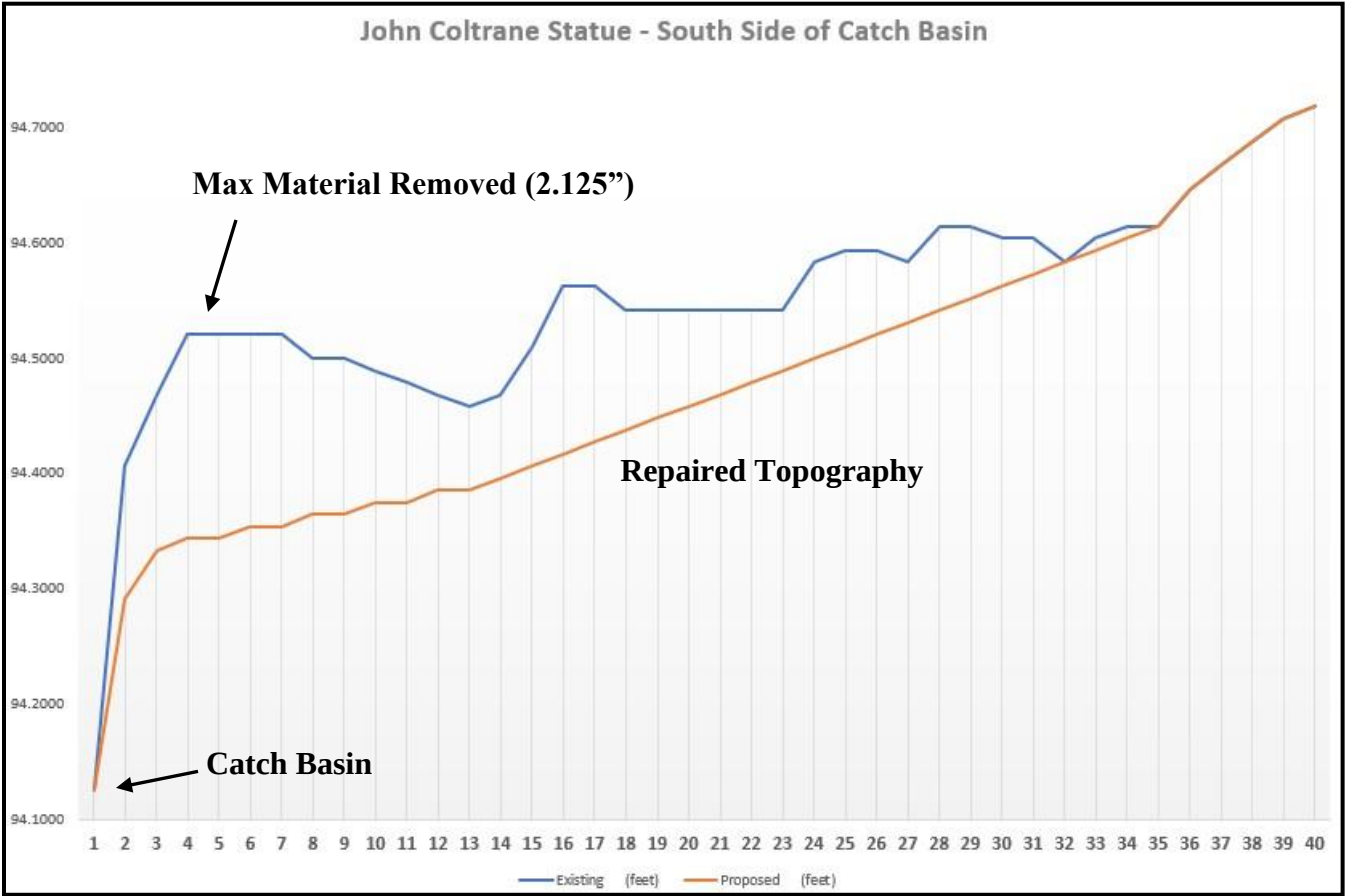
Site	Location	Price	Estimated Savings	Replacement Cost	Est. Completion Time (Hours)	Linear Feet
3	John Coltrane Statue - North Side of Catch Basin	\$1,260	\$1,512	\$2,772	2	58

Proposed ponding alterations to this site can be **completed in approximately 2 hours.**

SITE 4: John Coltrane Statue – South Side of Catch Basin



GRAPH

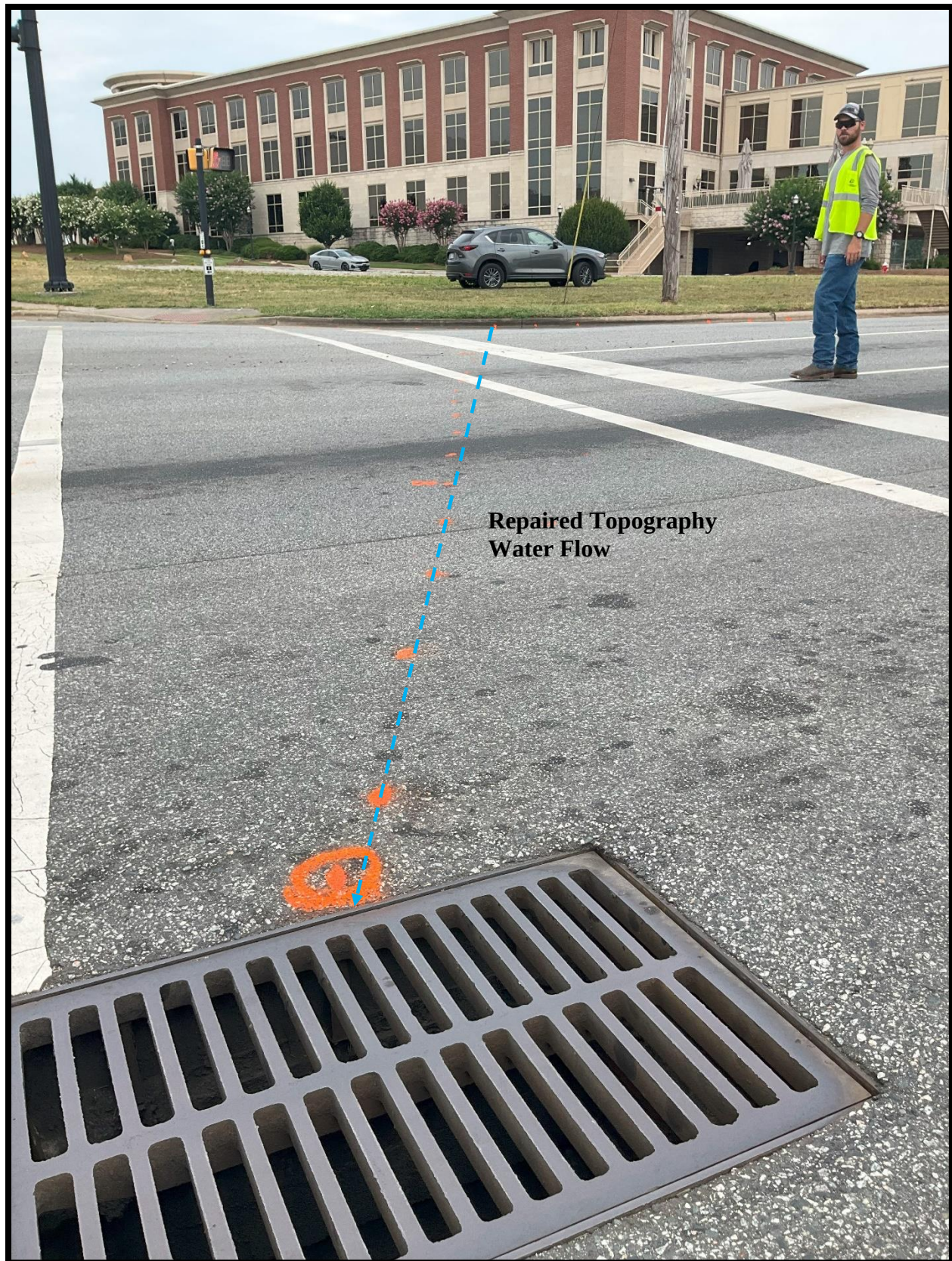


The blue topographical survey line in the graph above indicates the current relative topography, which causes significant ponding in the curb, which could spill into the street area. The orange line is the new relative topography that will be created by making alterations using our patented method and modeling process. **Ponding will be reduced by an estimated 90 – 95% in the project area**, eliminating the need for demolition and replacement (D&R) and keeping the pond contained to the gutter pan area. **The maximum amount of material requiring removal is 2.125 inches at stations 4 & 5 on the graph above.**

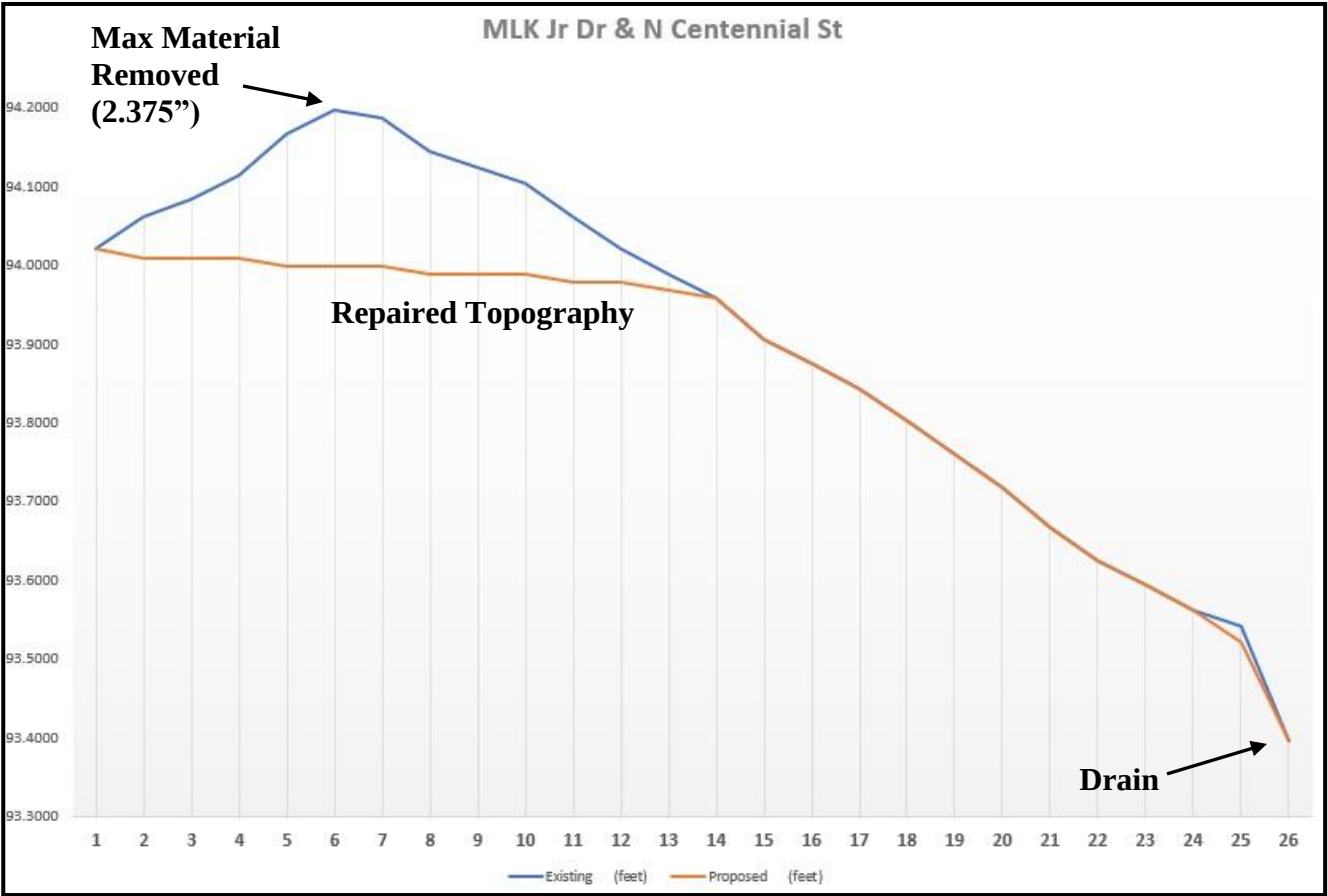
Site	Location	Price	Estimated Savings	Replacement Cost	Est. Completion Time (Hours)	Linear Feet
4	John Coltrane Statue - South Side of Catch Basin	\$6,520	\$7,824	\$14,344	12	80

Proposed ponding alterations to this site can be **completed in approximately 12 hours.**

SITE 5: MLK Jr Dr & N Centennial St



GRAPH

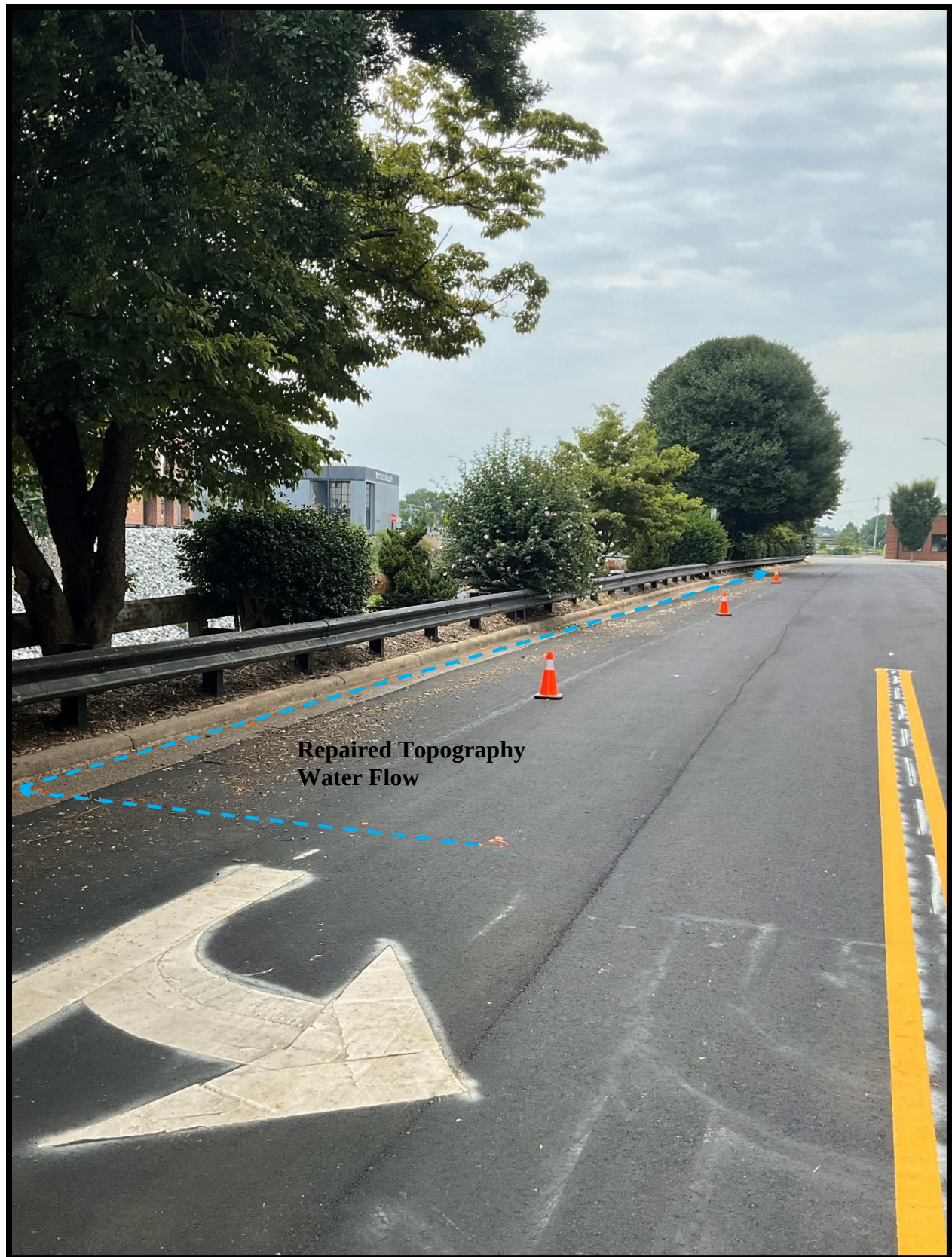


The blue topographical survey line in the graph above indicates the current relative topography, which causes significant ponding in the curb, which could spill into the street area. The orange line is the new relative topography that will be created by making alterations using our patented method and modeling process. **Ponding will be reduced by an estimated 90 – 95% in the project area**, eliminating the need for demolition and replacement (D&R) and keeping the pond contained to the gutter pan area. **The maximum amount of material requiring removal is 2.375 inches at station 6 on the graph above.**

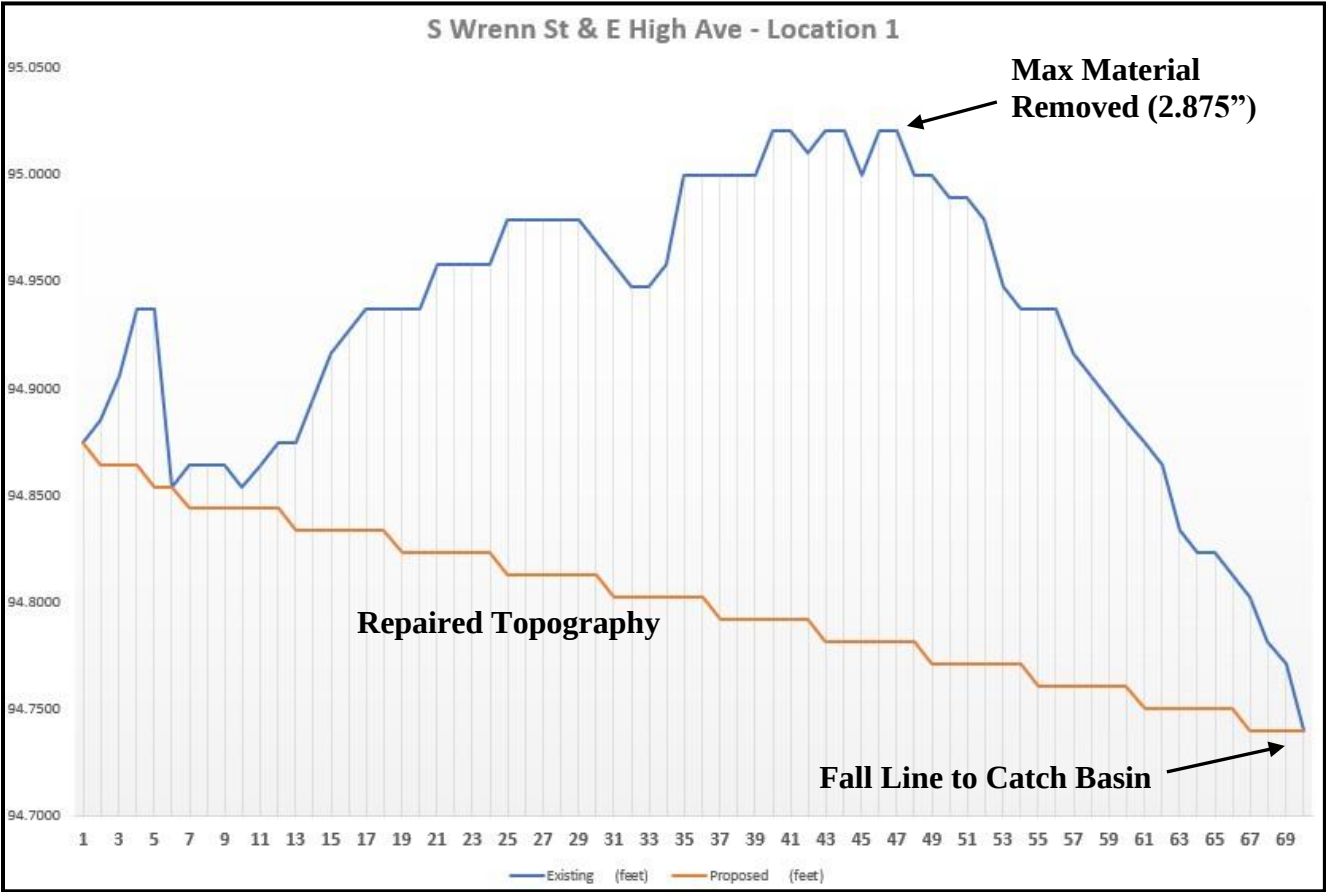
Site	Location	Price	Estimated Savings	Replacement Cost	Est. Completion Time (Hours)	Linear Feet
5	MLK Jr Dr & N Centennial St	\$6,247	\$7,497	\$13,744	11	93

Proposed ponding alterations to this site can be **completed in approximately 11 hours.**

SITE 6: S Wrenn St & E High Ave – Location 1:



GRAPH



The blue topographical survey line in the graph above indicates the current relative topography, which causes significant ponding in the curb, which could spill into the street area. The orange line is the new relative topography that will be created by making alterations using our patented method and modeling process. **Ponding will be reduced by an estimated 90 – 95% in the project area**, eliminating the need for demolition and replacement (D&R) and keeping the pond contained to the gutter pan area. **The maximum amount of material requiring removal is 2.875 inches at stations 43, 44, 46 & 47 on the graph above.**

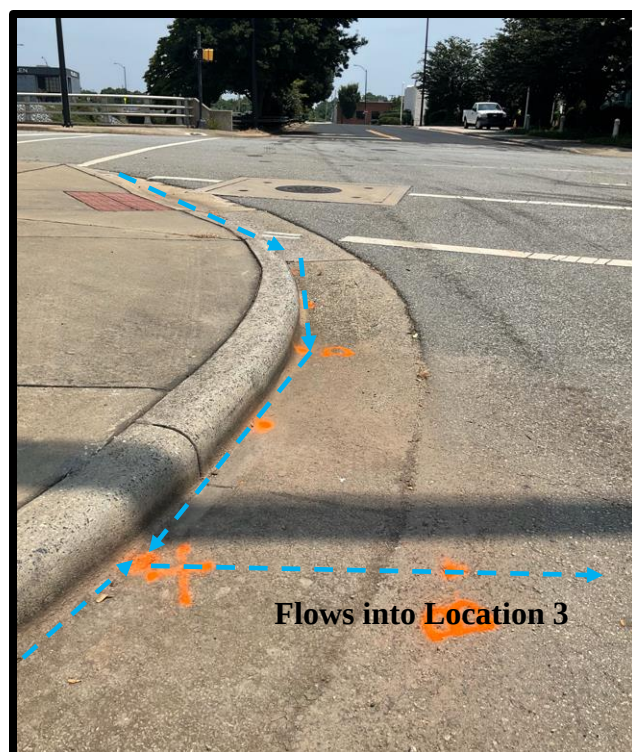
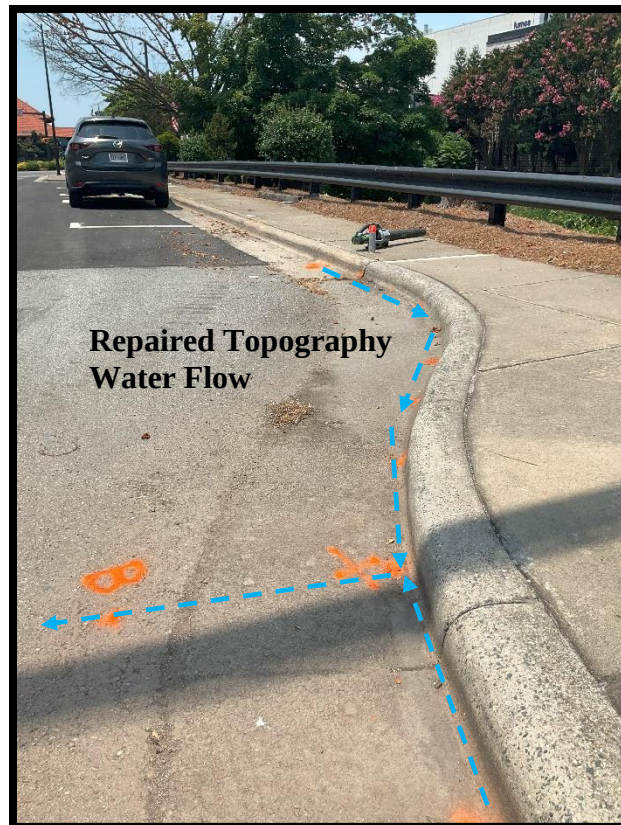
Site	Location	Price	Estimated Savings	Replacement Cost	Est. Completion Time (Hours)	Linear Feet
6	S Wrenn St & E High Ave - Location 1	\$17,919	\$21,503	\$39,422	32	140

Proposed ponding alterations to this site can be **completed in approximately 32 hours.**

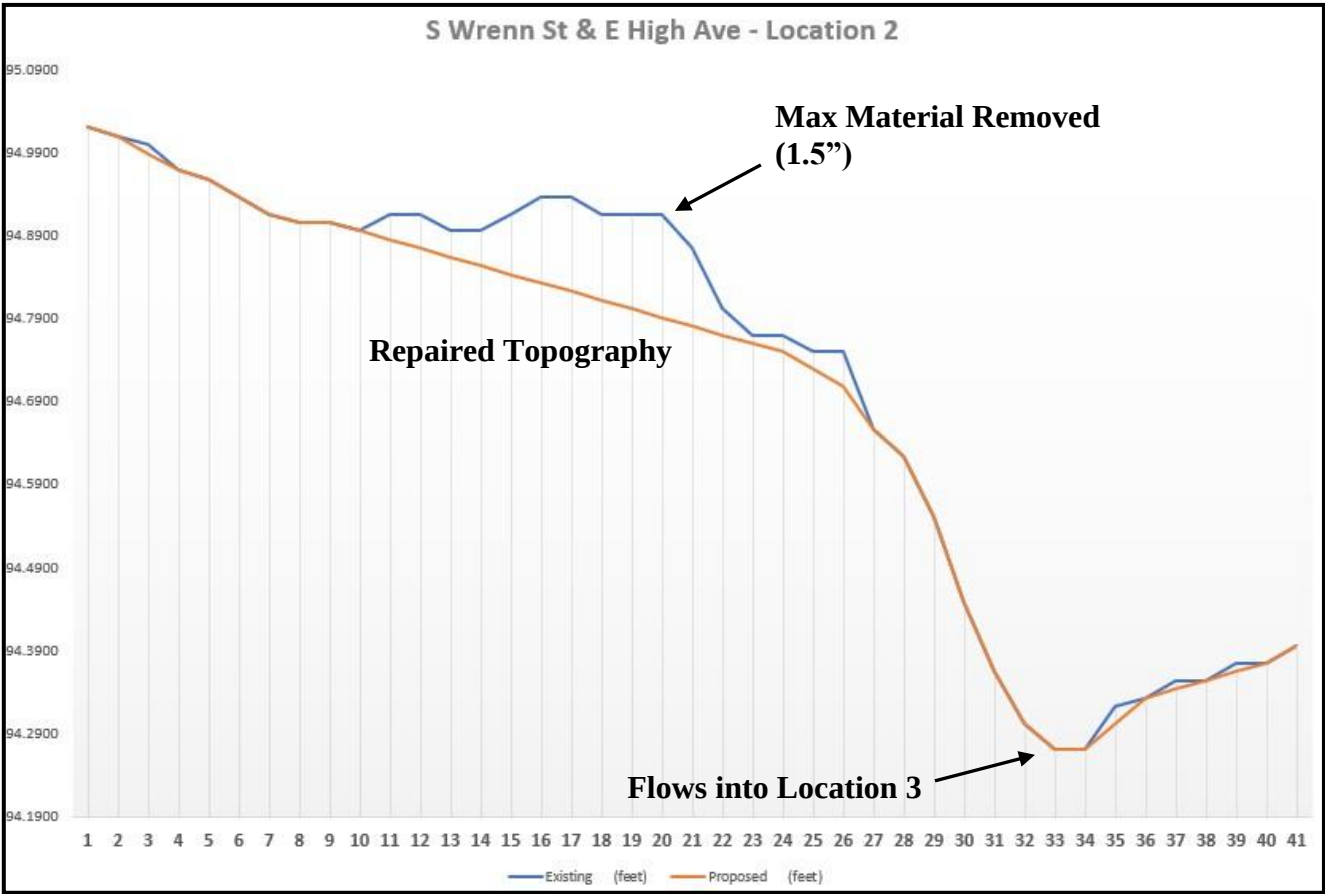
Locations 2 – 4 at S Wrenn St & E High Ave connect to one another, illustrated blow:



SITE 7: S Wrenn St & E High Ave – Location 2:



GRAPH

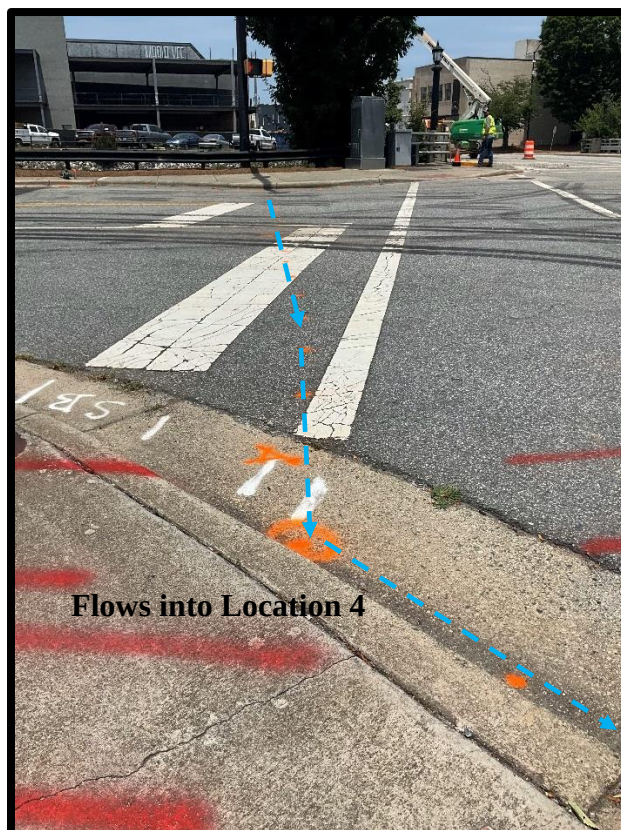
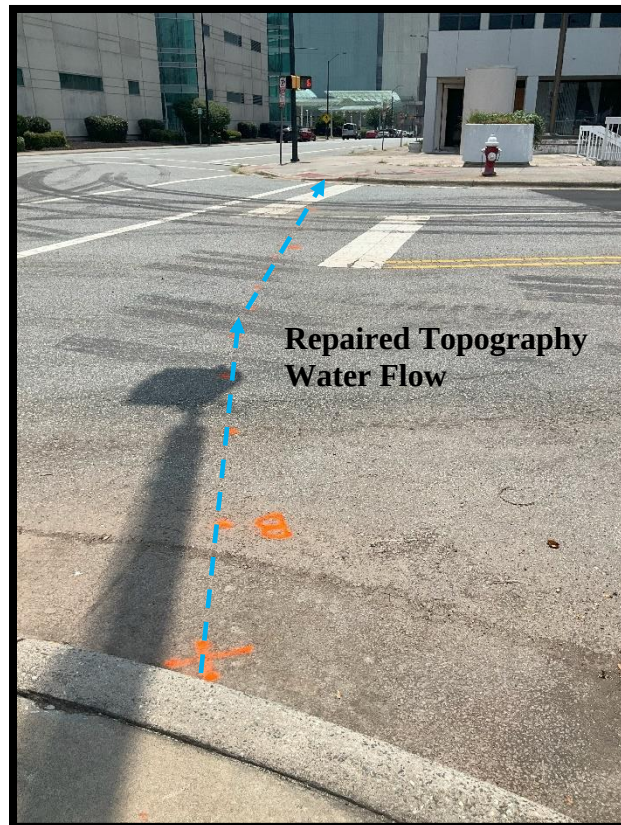


The blue topographical survey line in the graph above indicates the current relative topography, which causes significant ponding in the curb, which could spill into the street area. The orange line is the new relative topography that will be created by making alterations using our patented method and modeling process. **Ponding will be reduced by an estimated 90 – 95% in the project area**, eliminating the need for demolition and replacement (D&R) and keeping the pond contained to the gutter pan area. **The maximum amount of material requiring removal is 1.5 inches at station 20. The site connects with Location 3 at station 33 on the graph above.**

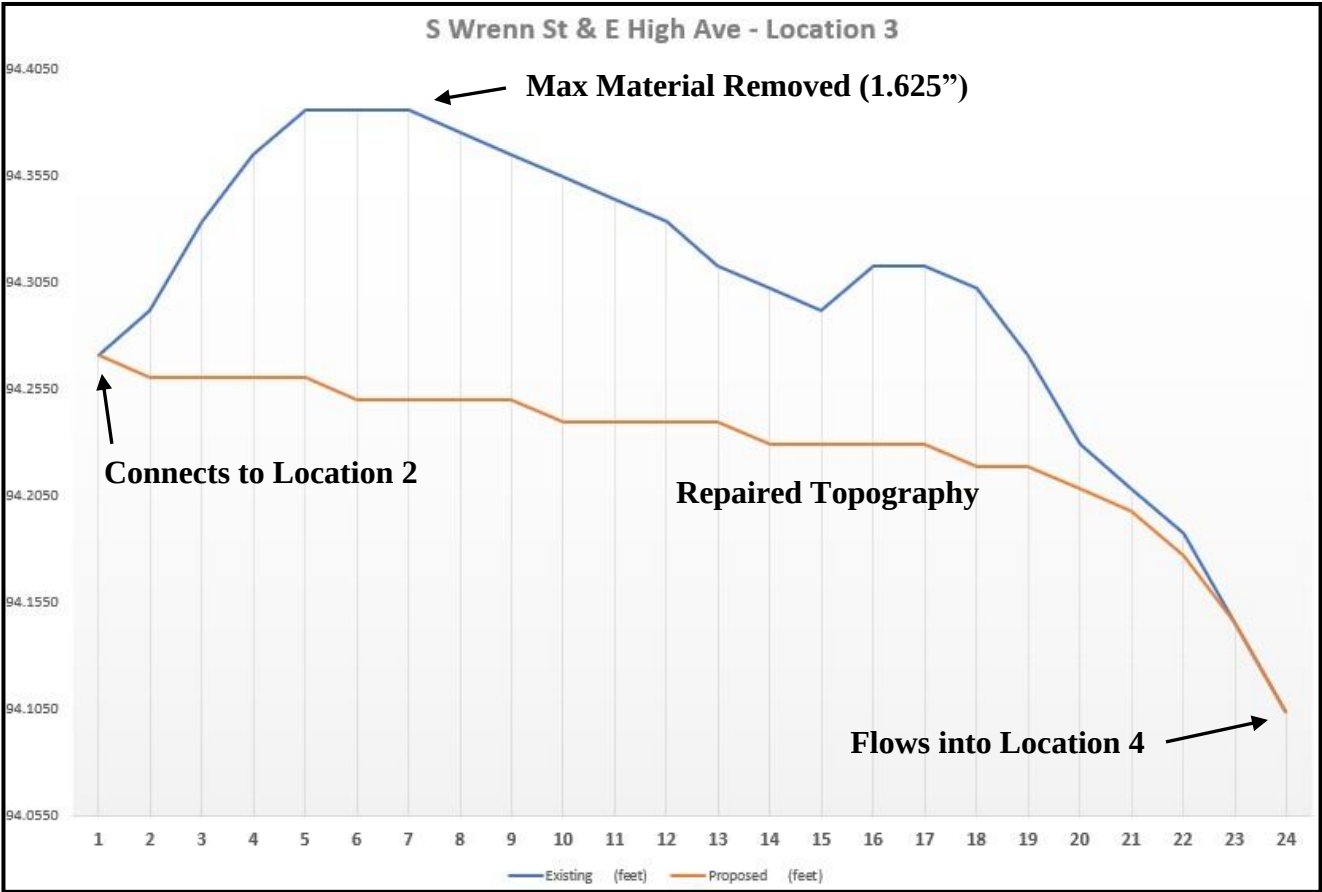
Site	Location	Price	Estimated Savings	Replacement Cost	Est. Completion Time (Hours)	Linear Feet
7	S Wrenn St & E High Ave - Location 2	\$2,020	\$2,424	\$4,444	4	82

Proposed ponding alterations to this site can be **completed in approximately 4 hours.**

SITE 8: S Wrenn St & E High Ave – Location 3:



GRAPH

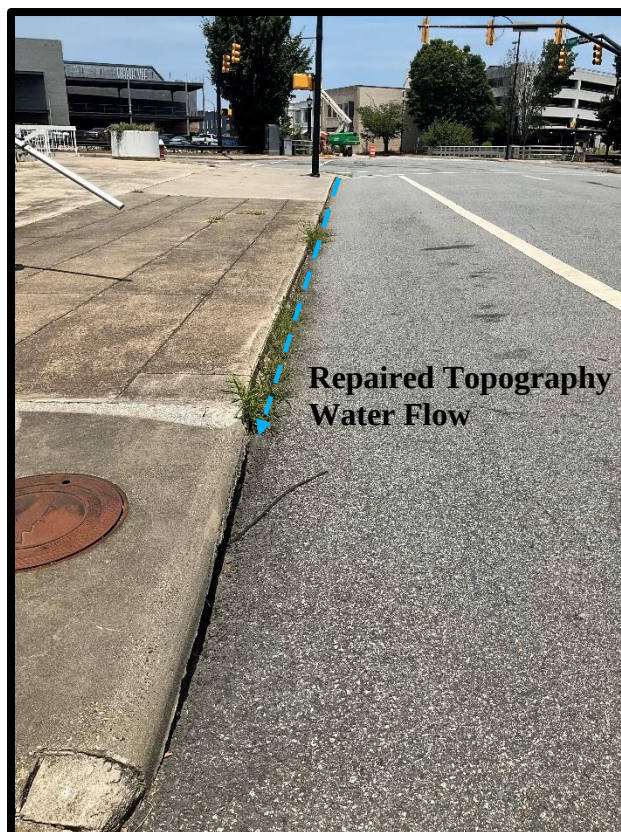
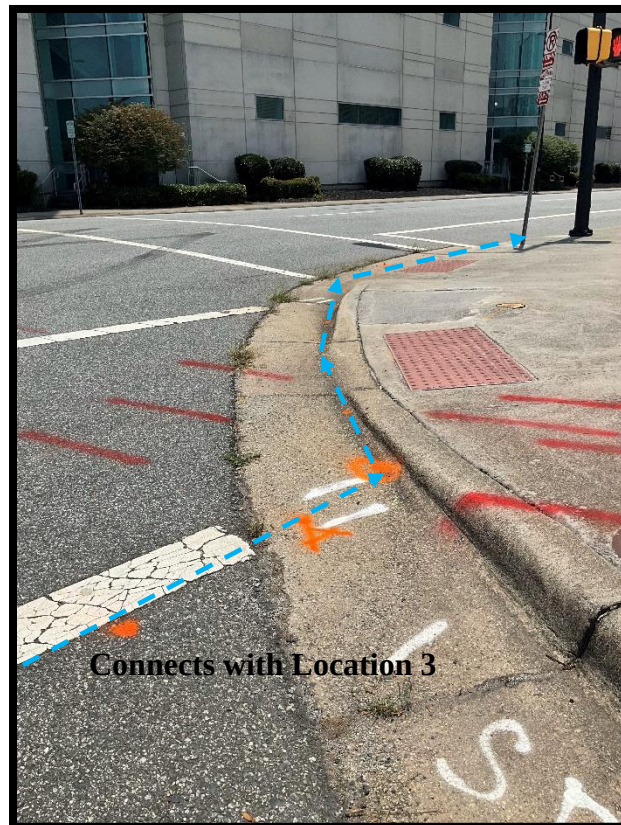


The blue topographical survey line in the graph above indicates the current relative topography, which causes significant ponding in the curb, which could spill into the street area. The orange line is the new relative topography that will be created by making alterations using our patented method and modeling process. **Ponding will be reduced by an estimated 90 – 95% in the project area**, eliminating the need for demolition and replacement (D&R) and keeping the pond contained to the gutter pan area. **The maximum amount of material requiring removal is 1.625 inches at stations 6 & 7.** The site connects with Location 2 at station 1 and with Location 4 at station 24 on the graph above.

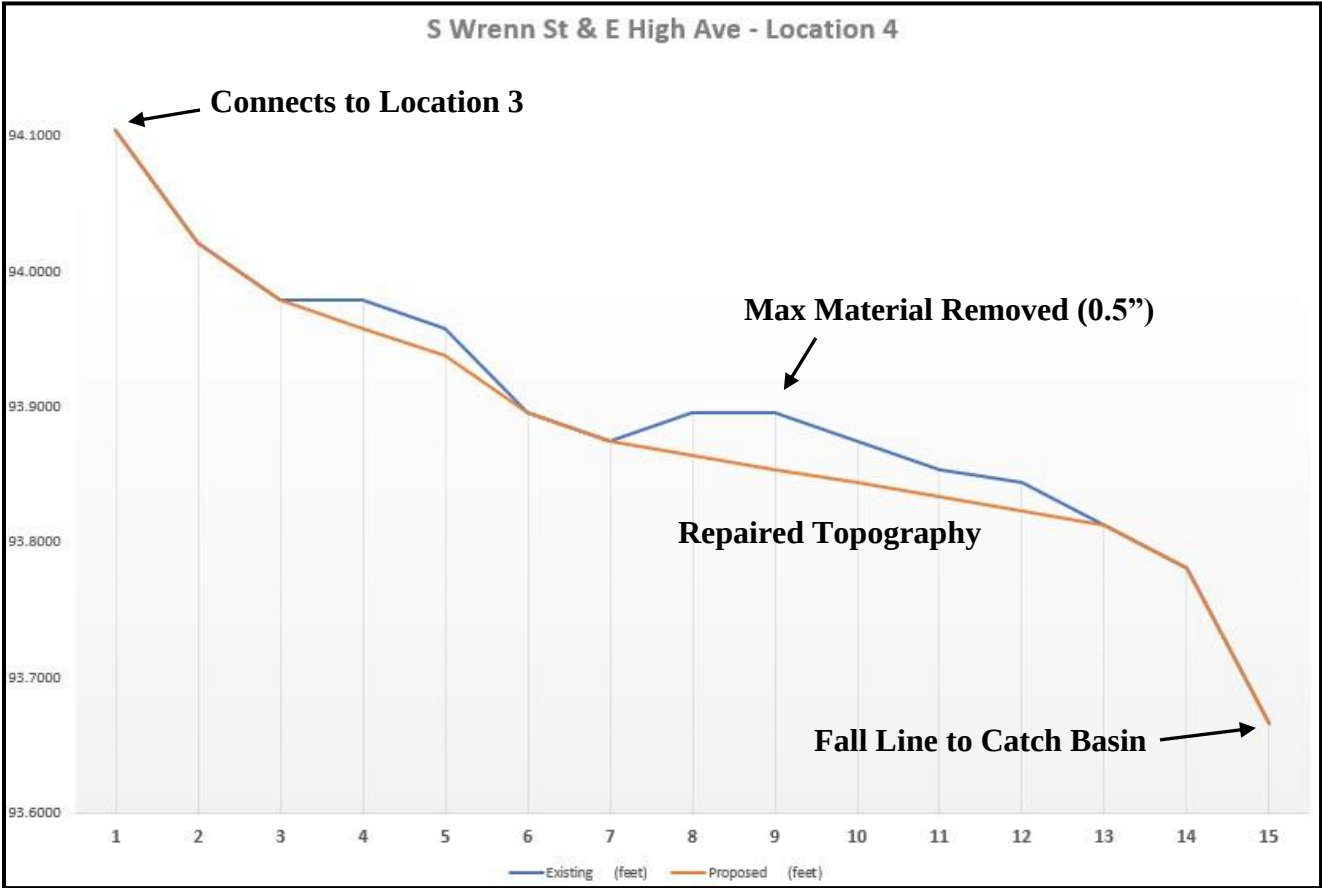
Site	Location	Price	Estimated Savings	Replacement Cost	Est. Completion Time (Hours)	Linear Feet
8	S Wrenn St & E High Ave - Location 3	\$7,708	\$9,250	\$16,958	12	48

Proposed ponding alterations to this site can be **completed in approximately 12 hours.**

SITE 9: S Wrenn St & E High Ave – Location 4:



GRAPH



The blue topographical survey line in the graph above indicates the current relative topography, which causes significant ponding in the curb, which could spill into the street area. The orange line is the new relative topography that will be created by making alterations using our patented method and modeling process. **Ponding will be reduced by an estimated 90 – 95% in the project area**, eliminating the need for demolition and replacement (D&R) and keeping the pond contained to the gutter pan area. **The maximum amount of material requiring removal is 0.5 inches at station 9. The site connects with Location 3 at station 1.**

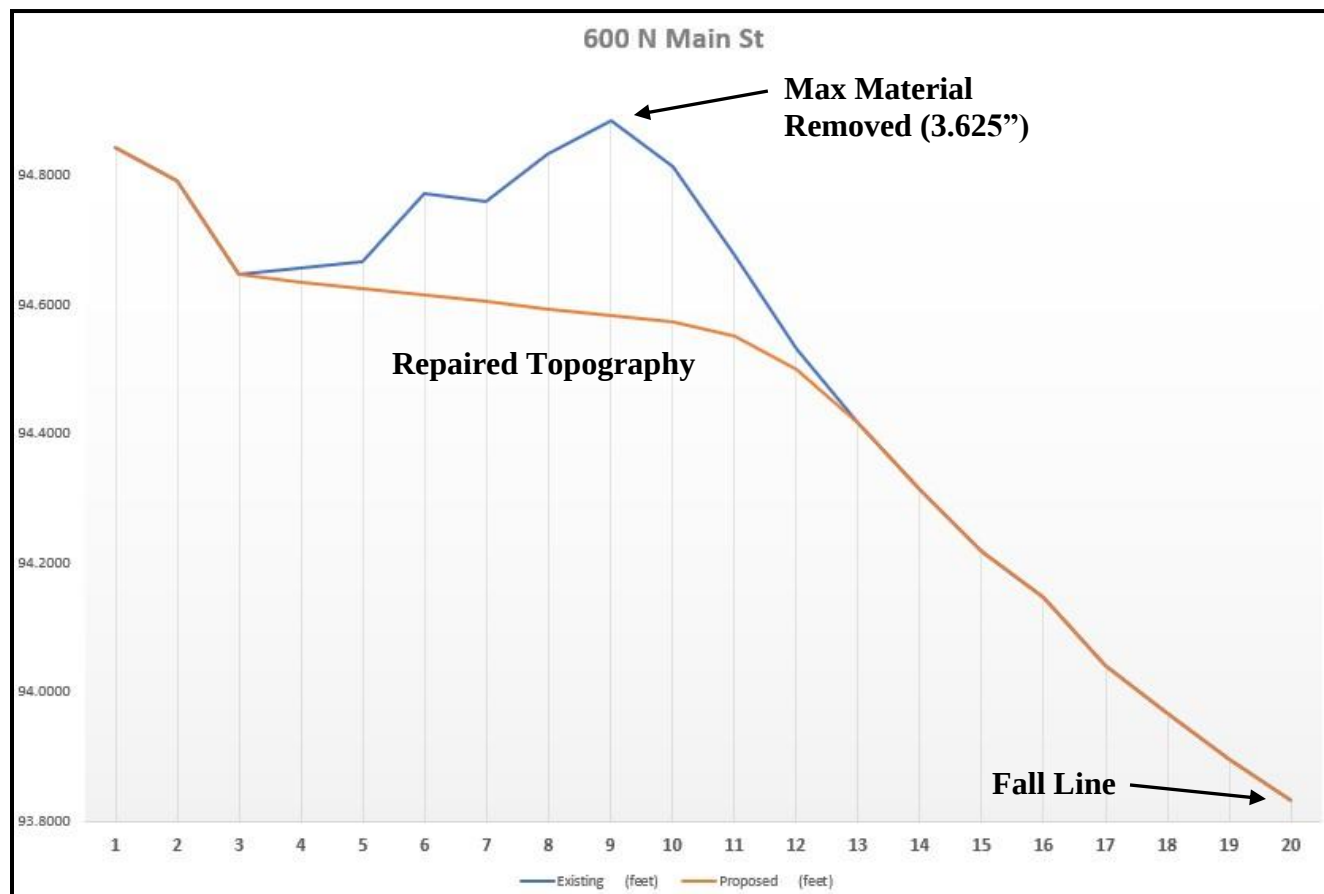
Site	Location	Price	Estimated Savings	Replacement Cost	Est. Completion Time (Hours)	Linear Feet
9	S Wrenn St & E High Ave - Location 4	\$620	\$744	\$1,364	1	102

Proposed ponding alterations to this site can be **completed in approximately 1 hour.**

SITE 10: 600 N Main St:

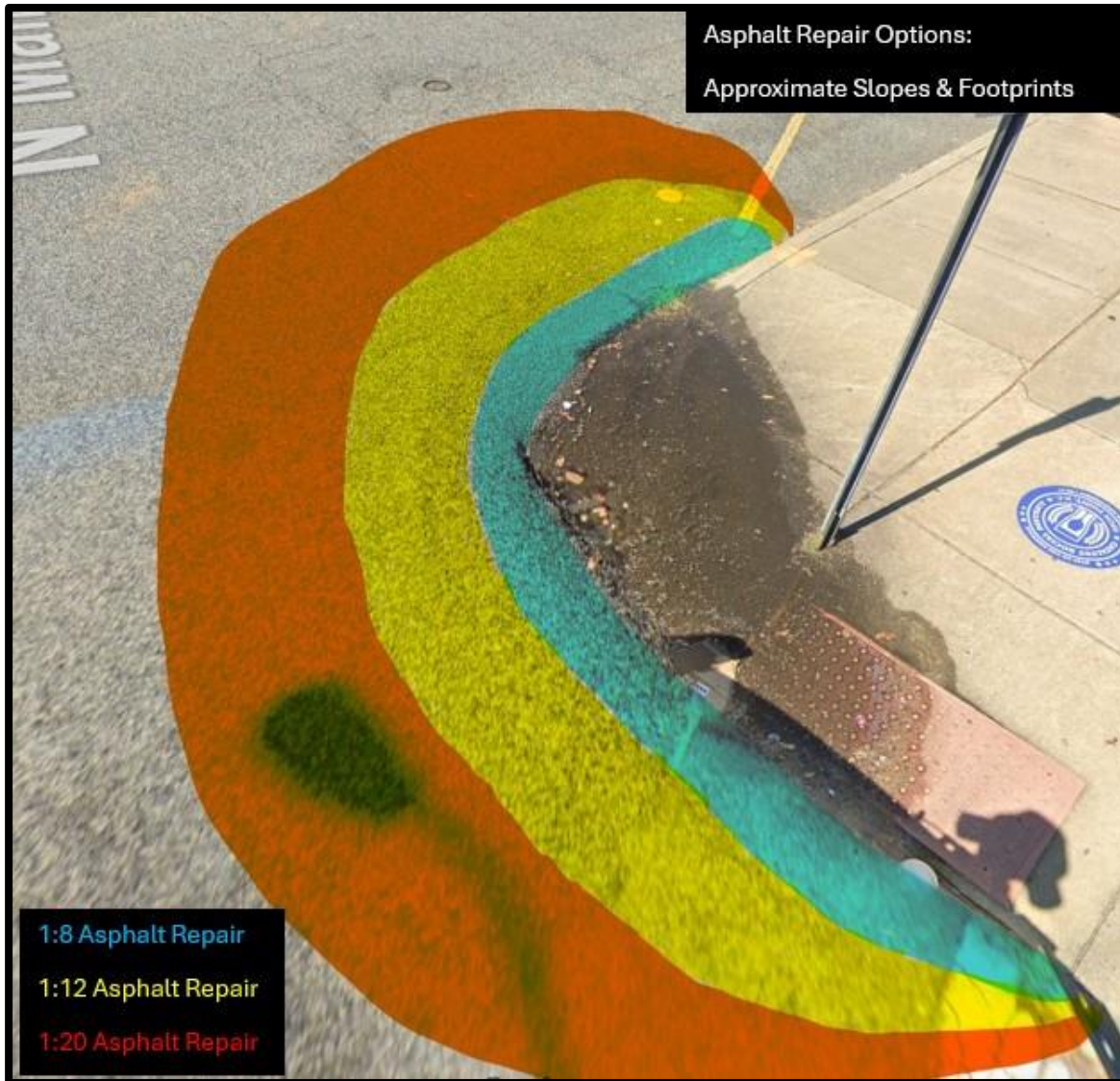


GRAPH



The blue topographical survey line in the graph above indicates the current relative topography, which causes significant ponding in the curb, which could spill into the street area. The orange line is the new relative topography that will be created by making alterations using our patented method and modeling process. **Ponding will be reduced by an estimated 90 – 95% in the project area**, eliminating the need for demolition and replacement (D&R) and keeping the pond contained to the gutter pan area. **The maximum amount of material requiring removal is 3.625 inches at station 9 on the graph above.**

Asphalt Repair:

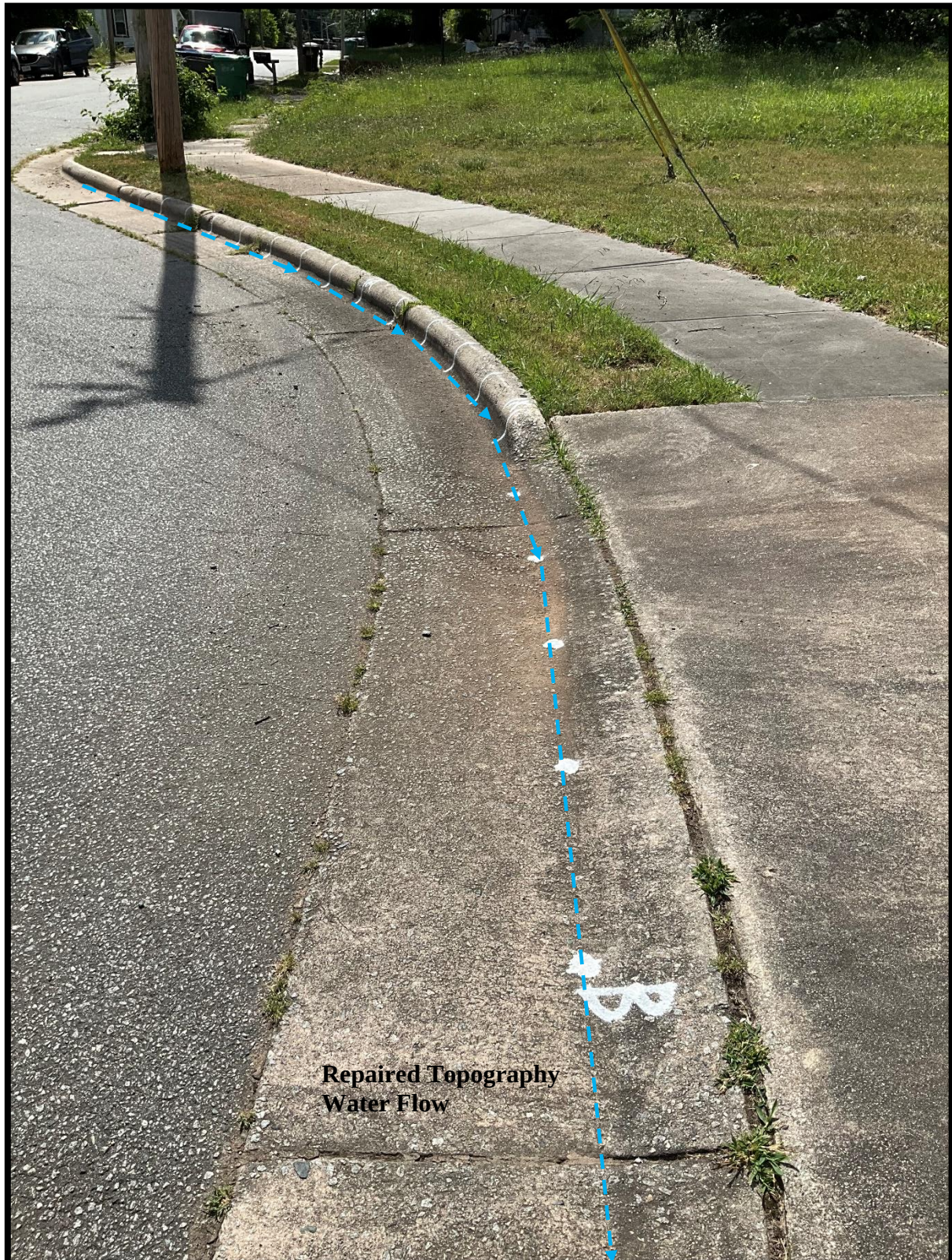


We can repair the asphalt that is holding in the water so that it meets the Bottom Handicap Ramp requirements of the ADA at slopes of either 1:8, 1:12, or 1:20.

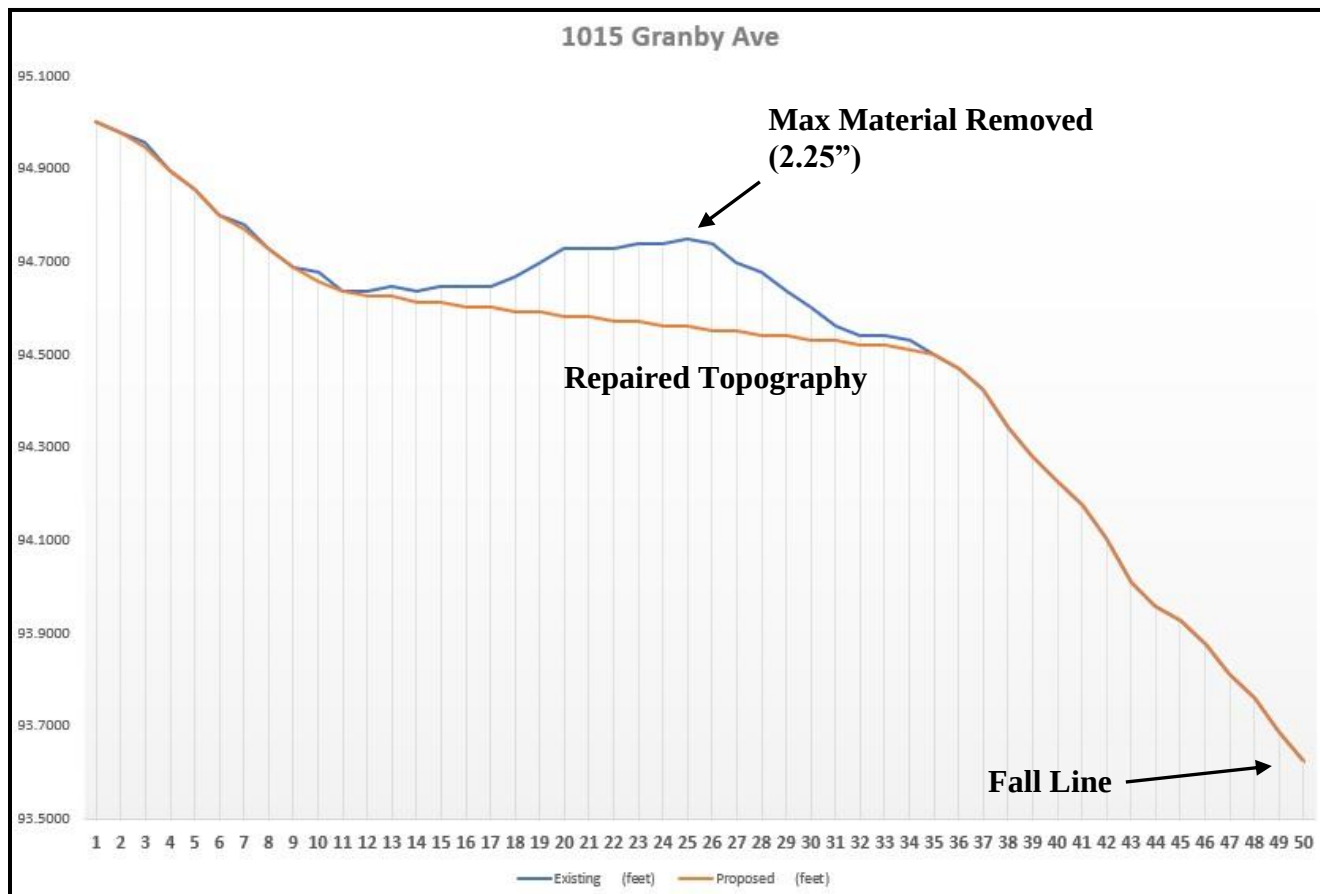
Option	600 N Main St	Price	Estimated Savings	Replacement Cost	Est. Completion Time (Hours)	Linear Feet
1	Ponding & Asphalt Repair - 1:8 Slope	\$7,473	\$13,931	\$21,404	12	56
2	Ponding & Asphalt Repair - 1:12 Slope	\$9,729	\$11,675	\$21,404	16	56
3	Ponding & Asphalt Repair - 1:20 Slope	\$14,241	\$7,163	\$21,404	23	56

Proposed ponding alterations to this site can be **completed in between approximately 12 and 23 hours.**

SITE 11: 1015 Granby Ave:

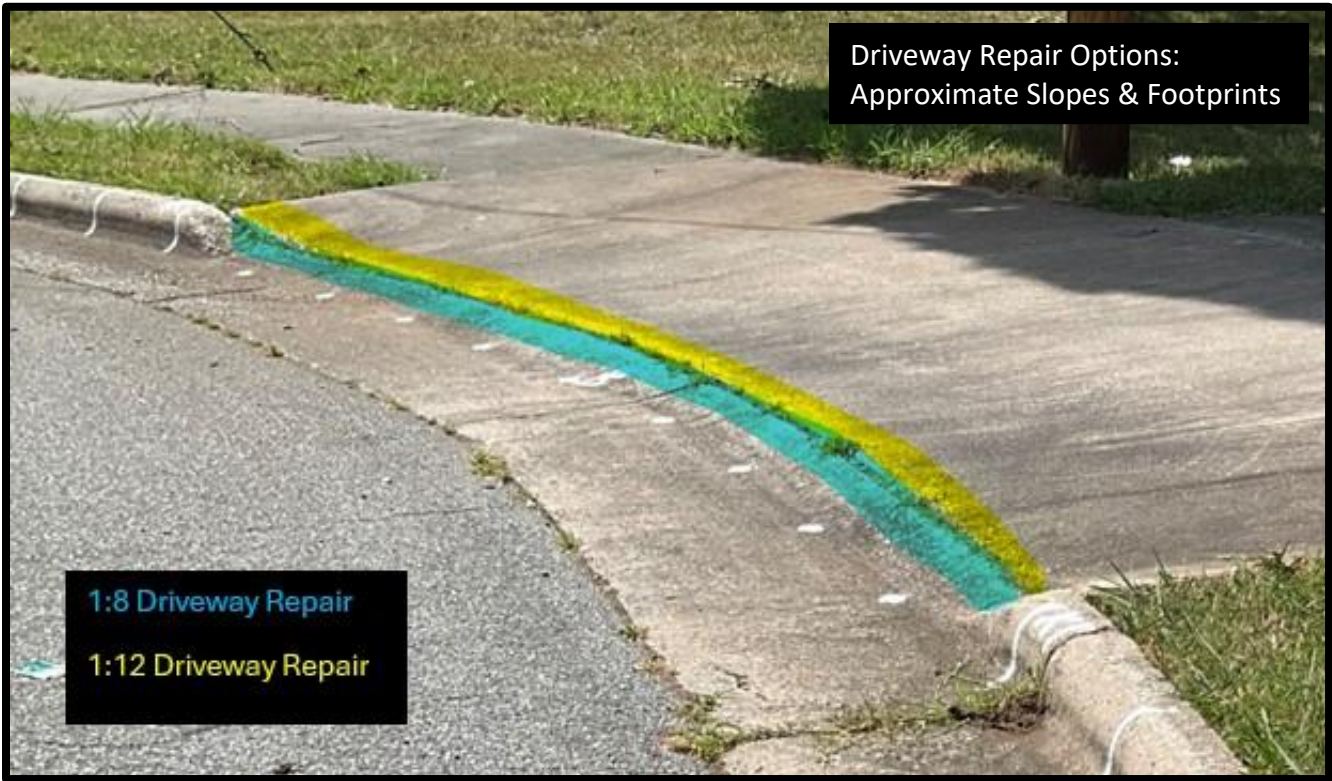


GRAPH



The blue topographical survey line in the graph above indicates the current relative topography, which causes significant ponding in the curb, which could spill into the street area. The orange line is the new relative topography that will be created by making alterations using our patented method and modeling process. **Ponding will be reduced by an estimated 90 – 95% in the project area**, eliminating the need for demolition and replacement (D&R) and keeping the pond contained to the gutter pan area. **The maximum amount of material requiring removal is 2.25 inches at stations 25 & 26 on the graph above.**

Driveway Repair:



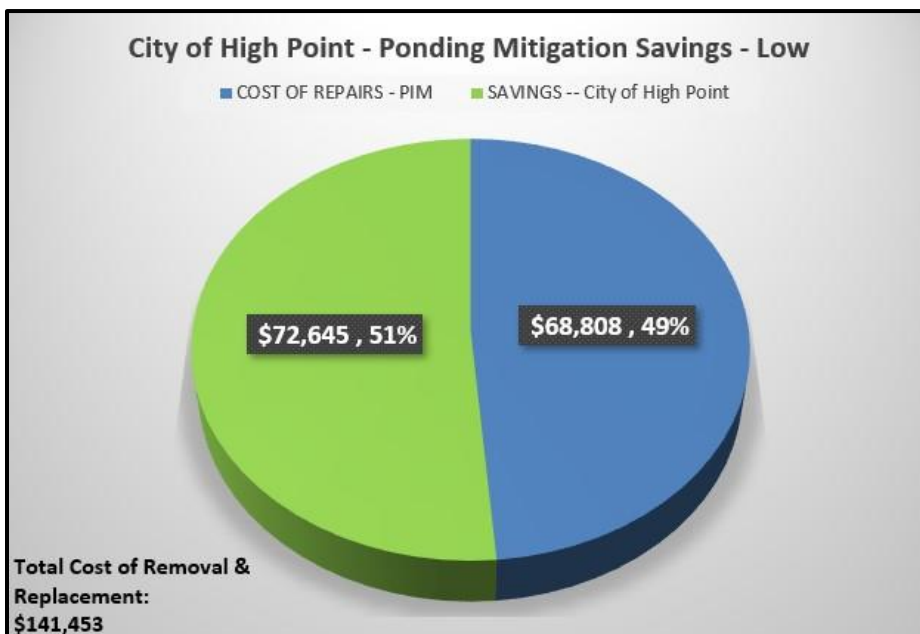
We can repair the resulting slope of the driveway due to the ponding mitigation repair at slopes of either 1:8 or 1:12.

Option	1015 Granby Ave	Price	Estimated Savings	Replacement Cost	Est. Completion Time (Hours)	Linear Feet
1	Ponding & Driveway Repair - 1:8 Slope	\$6,735	\$11,070	\$17,805	11	122
2	Ponding & Driveway Repair - 1:12 Slope	\$8,093	\$9,712	\$17,805	14	122

Proposed ponding alterations to this site can be **completed in between approximately 11 and 14 hours.**

ESTIMATED SAVINGS

The graphs below represent the highest versus the lowest amount of savings that is possible depending on the option you choose at 600 N Main St and 1015 Granby Ave.



Compared to traditional methods (asphalt repaving), PIM estimates **The City of High Point will save between approximately \$72,645 and \$80,771** if it elects to use the “Full Mitigation” model from PIM’s patent-pending ponding mitigation process.

PRICING

Site	Location	Price	Estimated Savings	Replacement Cost	Est. Completion Time (Hours)	Linear Feet
1	315 E Green Dr	\$1,580	\$1,896	\$3,476	2	22
2	1000 Forest Hill Dr	\$2,600	\$3,120	\$5,720	5	59
3	John Coltrane Statue - North Side of Catch Basin	\$1,260	\$1,512	\$2,772	2	58
4	John Coltrane Statue - South Side of Catch Basin	\$6,520	\$7,824	\$14,344	12	80
5	MLK Jr Dr & N Centennial St	\$6,247	\$7,497	\$13,744	11	93
6	S Wrenn St & E High Ave - Location 1	\$17,919	\$21,503	\$39,422	32	140
7	S Wrenn St & E High Ave - Location 2	\$2,020	\$2,424	\$4,444	4	82
8	S Wrenn St & E High Ave - Location 3	\$7,708	\$9,250	\$16,958	12	48
9	S Wrenn St & E High Ave - Location 4	\$620	\$744	\$1,364	1	102
10	303 Anaheim St - Infeasible	N/A	N/A	N/A	N/A	N/A
11	601 Nova Ave - Infeasible	N/A	N/A	N/A	N/A	N/A
12	606 Gordon St - Infeasible	N/A	N/A	N/A	N/A	N/A
13	N Main St & E English Rd - Infeasible	N/A	N/A	N/A	N/A	N/A
		\$46,474	\$ 55,770	\$ 102,244	81	684

Option	600 N Main St	Price	Estimated Savings	Replacement Cost	Est. Completion Time (Hours)	Linear Feet
1	Ponding & Asphalt Repair - 1:8 Slope	\$7,473	\$13,931	\$21,404	12	56
2	Ponding & Asphalt Repair - 1:12 Slope	\$9,729	\$11,675	\$21,404	16	56
3	Ponding & Asphalt Repair - 1:20 Slope	\$14,241	\$7,163	\$21,404	23	56

Option	1015 Granby Ave	Price	Estimated Savings	Replacement Cost	Est. Completion Time (Hours)	Linear Feet
1	Ponding & Driveway Repair - 1:8 Slope	\$6,735	\$11,070	\$17,805	11	122
2	Ponding & Driveway Repair - 1:12 Slope	\$8,093	\$9,712	\$17,805	14	122

PROJECT SCHEDULE & DURATION

When scheduled, we estimate the ponding alterations **will require approximately 13 – 15 working days**, with the note that wet weather days may delay our operations.

SAFETY

PIM has a nearly flawless safety record; we use OSHA approved equipment, certify all employees who work directly on sidewalk condition studies, and have outstanding safety practices for both employees and the public who may be using the walkways and facilities where we are working. We have worked in dense urban, high pedestrian traffic areas, universities as well as residential neighborhoods and historic districts to complete condition assessments without incident. Our clients often receive unsolicited compliments for the work we are performing for them.

INSURANCE & INCORPORATION

PIM is a corporation registered in the state of Delaware with a Certificate of Authority to operate in North Carolina, Virginia, West Virginia, District of Columbia, Pennsylvania, and New York. Proof of liability, workers compensation, and auto insurance will be provided as requested. PIM CS, LLC is the legal entity name for contracting purposes.

CONFIDENTIALITY

This copyrighted material is presented by PIM to The City of High Point for the purpose of evaluating an offer to provide ADA transition-related products and 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, PIM will assign an operations Manager for the ponding cuts who will conduct a kick-off and/or organizational meeting with the project manager assigned by The City of High Point. During this meeting we will discuss:

- Project schedule and work-days
- Special scheduling requests
- Reporting on progress
- General specifications
- Contact information
- Additional City of High Point requirements

REPAIR SPECIFICATIONS

1. Measurements will be taken of every ponding point inside the estimated project area:
 - a. Height¹ – the original height of each ponding point location
 - b. Height² – the modified height of each ponding point location
 - c. Length – the total linear feet distance of measured original ponding locations
 - d. Full Address Location
2. Gutter pan sites will be repaired from the full length of the gutter (full edge-to-edge repair);
3. Gutter pans will be repaired at a uniform slope to reduce ponding
4. 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 if applicable;
7. A detailed, auditable invoice will be presented for every repair site.

WARRANTY

PIM CS, LLC. Guarantees its work:

1. All repairs will have a zero point of differential in height with the adjacent gutter pan.
2. Repairs will affect only the panels causing the ponding; adjacent panels or immovable objects will be unaffected.
3. All repairs will be smooth finish with the possibility of some exposed aggregate.
4. The repaired surface will exceed OSHA requirements for friction on public walkways where applicable.
5. Ponding areas will be reduced as a result of the changes in topographical ponding points.

UNREPAIRABLE SITES

Some sites may not achieve 100% elimination of ponding water as desired. This methodology of ponding mitigation and alterations for sites selected for repair have a high degree of success in mitigating most of the ponding water associated with each the site. In these instances, any residual ponding that might remain, will generally be contained to the gutter pan area where it can evaporate. For sites where we are not able to complete alterations to all ponding points due to site conditions (e.g. discovery of not enough material to remove, degradation of material, unforeseen site anomalies, or conditions, etc.), ½ of the site project cost will need to be billed in order to pay for mobilization and partial work completion.

Estimated Natural Resources Saved:

- approximately **57 - 60** tons of waste concrete and asphalt from removal and landfills (**862** cubic feet of concrete at an average weight of 132 to 140 lbs per cubic foot)
- approximately the same amount of materials and resources to replace the concrete that was removed

Estimated Fossil Fuels Saved: 101 gallons

- hauling equipment to and from the site to remove sidewalks
- operating backhoe equipment to break up and remove concrete
- round trip transportation of 57 - 60 tons of debris to the landfill
- round trip transportation of new materials to replace the removed sidewalks

Estimated Greenhouse Gas Emissions Avoided: 8.57 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 understand just that. For this project, an estimated *8.57 Metric Tons of CO₂ – Carbon Dioxide or CO₂ equivalent gases will not be produced.*

PROJECT ACCEPTANCE

Email: c.penland@precisioninfrastructuremgmt.com
or Fax to: (800) 734-8891

Upon receipt of this signed acceptance or Purchase Order, PIM will schedule ponding mitigation alterations approved by The City of High Point.

Site	Location	Price	Estimated Savings	Replacement Cost	Est. Completion Time (Hours)	Linear Feet	Select "x"
1	315 E Green Dr	\$1,580	\$1,896	\$3,476	2	22	
2	1000 Forest Hill Dr	\$2,600	\$3,120	\$5,720	5	59	
3	John Coltrane Statue - North Side of Catch Basin	\$1,260	\$1,512	\$2,772	2	58	
4	John Coltrane Statue - South Side of Catch Basin	\$6,520	\$7,824	\$14,344	12	80	
5	MLK Jr Dr & N Centennial St	\$6,247	\$7,497	\$13,744	11	93	
6	S Wrenn St & E High Ave - Location 1	\$17,919	\$21,503	\$39,422	32	140	
7	S Wrenn St & E High Ave - Location 2	\$2,020	\$2,424	\$4,444	4	82	
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10	303 Anaheim St - Infeasible	N/A	N/A	N/A	N/A	N/A	N/A
11	601 Nova Ave - Infeasible	N/A	N/A	N/A	N/A	N/A	N/A
12	606 Gordon St - Infeasible	N/A	N/A	N/A	N/A	N/A	N/A
13	N Main St & E English Rd - Infeasible	N/A	N/A	N/A	N/A	N/A	N/A
		\$46,474	\$ 55,770	\$ 102,244	81	684	

Option	600 N Main St	Price	Estimated Savings	Replacement Cost	Est. Completion Time (Hours)	Linear Feet	Select "x"
1	Ponding & Asphalt Repair - 1:8 Slope	\$7,473	\$13,931	\$21,404	12	56	
2	Ponding & Asphalt Repair - 1:12 Slope	\$9,729	\$11,675	\$21,404	16	56	
3	Ponding & Asphalt Repair - 1:20 Slope	\$14,241	\$7,163	\$21,404	23	56	

Option	1015 Granby Ave	Price	Estimated Savings	Replacement Cost	Est. Completion Time (Hours)	Linear Feet	Select "x"
1	Ponding & Driveway Repair - 1:8 Slope	\$6,735	\$11,070	\$17,805	11	122	
2	Ponding & Driveway Repair - 1:12 Slope	\$8,093	\$9,712	\$17,805	14	122	

Approved By: _____

Title: _____

Signature: _____

Phone: _____

Email: _____

Notes:



January 17th, 2024

To Whom It May Concern:

Due to the nature of our business, PIM CS, LLC has been asked to provide a letter stating that certain ponding alleviation technology used by PIM CS, LLC is the sole source for a proprietary ponding mitigation method.

PIM CS, LLC owns U.S. Patent No. 11,686,051, and therefore has a right to exclude all others from using the patented method.

PIM believes that the patented ponding alleviation technology that is the subject of the above noted U.S. Patent enables PIM to provide the best available accessible route, streetside gutter pan, and roadside ponding mitigation service to our clients.

If you have any questions, please free to contact our office.

Regards,

Aaron Hester

Aaron Hester
PIM CS, LLC
2200 Wilson Boulevard
Suite 102, #251
Arlington, VA 22201
(800) 479-0219 x301

FINANCIAL SERVICES
Purchasing Division



SOLE SOURCE JUSTIFICATION FORM

(For Items Costing **\$10,000.00 or More**)
Statutory Reference N.C.G.S. 143-129(e)6

Requisition #

Vendor:

Item(s):

Justification:

PIM CS, LLC is the sole source for the proprietary ponding mitigation method. PIM CS, LLC owns U.S. Patent No. 11,686,051, and therefore has a right to exclude all others from using the patented method. PIM believes that the patented ponding alleviation technology that is the subject of the above noted U.S. Patent enables PIM to provide the best available accessible route, streetside gutter pan, and roadside ponding mitigation service to our clients.

Estimated expenditure for the above item(s):

Accounting Unit and Account(s):

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

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

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

Department Head/Authorized Personnel Digitally signed by Robby Stone
Date: 2024.08.28 08:00:42 -04'00'

Department/Division Date

APPROVAL PROCESS

Purchasing Manager Digitally signed by Candy E. Harmon
Date: 2024.08.28 16:34:09 -04'00'

Financial Services Director Digitally signed by Bobby Fitzjohn
Date: 2024.08.29 08:08:56 -04'00'

City Council (\$30,000 – Up)

City of High Point | P.O. BOX 230, High Point, NC 27261 | 336.883.3219



CITY OF HIGH POINT

AGENDA ITEM



TITLE: Appointment – Human Relations Commission	
FROM: City Clerk's Office	MEETING DATE: September 16, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Application	

PURPOSE: To confirm the appointment of Eric Foushee to the Human Relations Commission.

BACKGROUND: Council Member McKiver is requesting the appointment of Eric Foushee to the Human Relations Commission; term effective immediately and expiring on November 1, 2025.

BUDGET IMPACT: N/A

RECOMMENDATION/ACTION REQUESTED: City Council is requested to confirm the appointment of Eric Foushee to the Human Relations Commission; term effective immediately and expiring on November 1, 2025.



Profile

Eric

First Name

Foushee

Last Name

efoushee@mha-triad.org

Email Address

910 Mill Ave

Street Address

Suite or Apt

HIGH POINT

City

NC

State

27260

Postal Code

Home: (336) 500-5918

Primary Phone

Alternate Phone

MHA of the Triad

Employer

Which Boards would you like to apply for?

Human Relations Commission: Submitted

Ward you reside in?

N/A

Interests & Experiences

Please list any work, volunteer, and/or educational experience that you would like us to consider in the review of your application.

I have served as a Board member for the Pitt County Chamber of Commerce, NC Hospital Association, American Hospital Association, National Association for Behavioral Health, Pitt County Transportation Committee and Pitt County Planning and Zoning committee.

[Eric_Foushee_DBA_Resume.pdf](#)

Upload a Resume

Have you participated in Leadership High Point?☐ Yes ☒ No

If yes, please list the year in which you participated in Leadership High Point:

Gender *☒ Male



Eric Foushee DBA

NC foushee95@gmail.com

WEBSITES, PORTFOLIOS, PROFILES

- Foushee95@gmail.com linkedin.com/in/eric-foushee-mba-mha-dba-17590932

PROFESSIONAL SUMMARY

Healthcare executive with over 20 years experience in both non-profit & for profit health care settings. Emotionally intelligent with the ability to analyze financial & operational data to help drive decision making, process improvement and implement systemic changes. Excellent communicator with exceptional interpersonal skills to effectively network, collaborate, negotiate and maintain positive partnerships with internal/external stakeholders. Dedicated to implementing innovative solutions to address and retain human capital. Expertise in evaluating and analyzing operational, clinical and financial performance.

SKILLS

- Transformational Leadership
- Business Intelligence
- Financial & Operational Analysis & Strategy
- Employee Engagement & Retention
- Operational Efficiency
- Healthcare Planning
- Profit Margins
- Executive Leadership
- Critical Thinking
- Organizational Turnaround

WORK HISTORY

INDEPENDENT HEALTHCARE CONSULTANT

03/2023 to CURRENT

Sheppard Pratt Solutions

- Led corporate restructuring and turnaround initiatives through the development of new organizational leadership strategies.
- Initiated on-time, under-budget project management to optimize performance.
- Spearheaded cross-functional teams development across departments to achieve business goals for bottom-line profits and increase accountability.
- Conducted market analysis and made recommendations for strategic growth opportunities
- Developed OKR's derived from raw company data to track improvements in organizational efficiency.
- Conducted research and investigations into labor cost and employee retention strategies.

EXECUTIVE VICE PRESIDENT OF OPERATIONS

05/2022 to 12/2022

Rogers Memorial

- 15 Indirect Reports: 975 Combined Annual Budget: \$1.8B Reported
- Reporting to the CEO implemented a functional organizational structure and developed departmental decision matrix to improve speed of decision making among nurse leaders and reduced labor expense by \$1.2M through outsourcing & lean supply implementation
- Implemented budget reduction plan generating more than \$4M annual bottom line improvement
- 29% increase in EBITDA in 7 months through implementing labor reduction strategies
- Reversed \$3.0M annual loss to positive net income of \$578K month-over-month by increasing patient volume in hospital and ambulatory clinics through enhancing intake call center process improvement initiatives
- Eliminated overtime and staffing agency use within 3 months by restructuring and optimizing nurse/tech/physician schedules
- Established physician dyad teams responsible for improving tiered structured huddles
- Led pilot that reduced no shows in ambulatory locations by 21% in 90 days
- During the first 4 months organization saw a 15% increase in admissions and 32% increase in net collections through MDI enhancements
- Managed fiscal, business and operational strategies of divisions.
- Delivered business strategy and developed systems and procedures to improve operational quality and team efficiency

PRESIDENT, PRINCIPAL PARTNER

05/2022 to CURRENT

CK Blackmon Associates

- Established partnerships and initiated executive management agreements with leading healthcare organizations
- Engaged in strategic cost reduction methods, payer negotiations/operations for short and long term growth initiatives
- Utilized data driven insights to improve financial and operational performance for client sites.
- Developed and implemented new strategies and policies in collaboration with executive partners to establish and achieve long-term business objectives, providing company with strong and sustainable organizational leadership.

ADMINISTRATOR/VP OF OPERATIONS

02/2015 to 05/2022

Cone Health

- Direct Reports: 10 Indirect Reports: 560 Combined Annual Budget \$1.2B Reported to: President
- One of the largest health systems within NC ranked in the top 3%

nationally

- Enabled better service across divisions by requiring direct reports to launch departmental employee workgroups and monthly employee stay interviews.
- Increased commercial patients by 28% in primary care, acute care & urgent care facilities
- Reduced no-shows in ambulatory centers from 32% to 12%
- Optimized operational and financial performance for primary care, urgent care & behavioral health service lines through OKP & KPI daily management enhancements
- Saved \$375K annually through operational efficiencies and waste reduction strategies (outsourcing environmental services (EVS))
- Increased margin contribution by \$482K monthly by implementing revised departmental budgets and organizational restructure plan
- Achieved highest Press Ganey engagement scores within the first 12 months and top honors awards for 7 consecutive years with over 90% employee participation & 98% physician satisfaction
- Developed multidisciplinary team that reduced denial rates by 42% through labor optimization and scheduling strategies
- Designed employee retention initiative that reduced turnover from 39% to 14% from 2015-2022
- Secured over \$2M in state and local funding
- Negotiated management agreements to oversee operations for 2 academic medical centers and established a residency program in partnership with.
- Acted as liaison among governing boards, medical staff and department heads.
- Developed and updated policies and procedures, maintaining compliance with statutory, regulatory and local, state and federal guidelines relating to HIPAA, benefits administration and general liability.
- Direct day-to-day administrative and operational functions for 428 inpatient beds, 11 ambulatory locations including 2 urgent care centers and 150 primary care clinics.

VP OF OPERATIONS

09/2012 to 02/2015

Monarch Healthcare

- Direct Reports: 5 Indirect Reports: 227 Combined Annual Budget \$629M Reported to: COO
- Achieved an average operating cash flow of 11.2% and operating income of 2.8% from 2013- 2015
- Increased net profit from \$4.9M to \$8.7M by adding revenue enhancing services
- Successfully implemented Cerner (EHR), in all 29 locations
- Enhanced revenue by double digits from 2012-2015 through revenue optimization strategies
- Operating income margin improved from 1.8% in 2012 to 16.7% in 2014

- Grew the organization from 8 locations in 6 counties to 29 locations spanning 19 counties

EXECUTIVE VICE, PRESIDENT (PARTNER)

12/2010 to 09/2012

Restart Healthcare (Purchased By Pitt Memorial)

- Successfully drafted and was awarded State and Federal contracts totaling 6 million within the first year
- Grew net revenue from \$49 million to \$79 million in two years
- Increased net margin from 2.9% to 16% through charge master analysis and revenue cycle enhancements
- Renegotiated and managed all payor contracts and developed central admission process in all satellite locations
- Acquired and led executive team accountable for acquiring 10 of 19 locations within a 24-month period.

PRESIDENT/CEO/CHAIRMAN

07/2005 to 12/2010

A New Horizon

- Contract management health organization providing administrative and operational support to hospitals, ambulatory clinics and third party payors
- Successfully negotiated partnerships with 22 physician owned clinics and 6 hospitals to manage
- ED throughput, operations, and provider engagement strategies
- Accountable for the management, reporting, and oversight of \$19M in contractual obligations with East Carolina University and Pitt Memorial Hospital (Vidant) and others
- Net margin increase of more than 22% in 85% of clinics that stayed with us 12 months or more
- Accountable for full P&L responsibility, financial oversight, strategy and business development for the organization

EDUCATION

Doctorate | Business Administration

12/2019

North Central University

Master's | Healthcare Admin & Business Admin

05/2009

University of Central Florida

BS | Health Services Administration

05/2004

East Carolina University

AFFILIATIONS

AHA Board of Governance 2022-Present NABH Board Member 2022-Present
BLDC CDC (Board Chair 2020-Present) AABH Board President 2015-2018
National Recovery Board Member 2011-2013 Chamber Board of Directors
2005-2010

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Appointment – Guilford County Historic Preservation Commission	
FROM: City Clerk's Office	MEETING DATE: September 16, 2024
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Application	

PURPOSE: To recommend to the Guilford County Board of Commissioners the appointment of Christie Lee as the High Point representative on the Guilford County Historic Preservation Commission.

BACKGROUND: The Guilford County Historic Preservation Commission is composed of eleven (11) members from Guilford County, City of Greensboro, Town of Jamestown, Gibsonville, and City of High Point. The local municipality recommends the appointment/reappointment of members to the Guilford County Board of Commissioners. Commission members serve 4-year terms.

BUDGET IMPACT: n/a

RECOMMENDATION/ACTION REQUESTED: City Council is requested to recommend Christie Lee to the Guilford County Historic Preservation Commission as the High Point representative. The appointment will be effective immediately and expire on December 6, 2027.



Profile

christie

First Name

lee

Last Name

chrmoore1@gmail.com

Email Address

4459 Piedmont Trace Drive

Street Address

Suite or Apt

Greensboro

City

NC

State

27409

Postal Code

Home: (912) 358-6436

Primary Phone

Home: (912) 358-6436

Alternate Phone

The C Foundation

Employer

Which Boards would you like to apply for?

Historic Preservation Commission: Submitted

Ward you reside in?

Ward 6

Interests & Experiences

Please list any work, volunteer, and/or educational experience that you would like us to consider in the review of your application.

Current and Past Volunteer Positions Susan G. Komen Face of Breast Cancer, Guilford County 2013 Crosby Scholar, Teacher, 2014-Present (as needed) The Crosby Scholars Community Partnership helps students in public middle and high schools in Forsyth County prepare academically, personally, and financially for college admission and other post-secondary opportunities best suited to each student's goals, abilities, and needs. Crosby Scholars is a community partner of Winston-Salem/Forsyth County Schools and The Winston-Salem Foundation. UNC Morehead Planetarium STEM Impactor, 2019-Permanent NC Statewide Inspiring Meaningful Programs and Communication Through Science (IMPACTS) Program is a state-wide public science communication training and outreach initiative funded by the NC GlaxoSmithKline Foundation. Impactors bring fun to science to communities are normally not given opportunities to excel within STEM. Ambassador, USA Global Miss Black America Pageant, 2021- Present Orlando Sport Foundation, March2Cure Committee Member, Orlando, FL 2023-Present

[Christie_Lee_-_Advisory_Board.docx](#)

Upload a Resume

Have you participated in Leadership High Point?

☐ Yes ☒ No

If yes, please list the year in which you participated in Leadership High Point:

Gender *

☒ Female

CHRISTIE LEE

HIGH POINT ADVISORY BOARD

CONTACT

912.358.6436

chrmoore1@gmail.com

PROFILE

Dedicated professional with a passion for the arts and entertainment industry seeking appointment to the High Point Advisory Board. Committed to leveraging expertise in cultural programming, budgeting, and community engagement to advise on the Theatre's strategic initiatives and enhance its impact within the community.

SKILLS

- BUDGET PLANNING AND FINANCIAL MANAGEMENT
- PROGRAM DEVELOPMENT AND EVENT COORDINATION
- COMMUNITY ENGAGEMENT AND PARTNERSHIP BUILDING
- STRATEGIC PLANNING AND DECISION-MAKING
- EXCELLENT COMMUNICATION AND INTERPERSONAL SKILLS

LEADERSHIP

- COMMUNICATION
- PROBLEM SOLVING
- RELATIONSHIP BUILDING

EXPERIENCE

NON-PROFIT 2013 PRESENT

Objective: Enhancing the lives of those diagnosed with cancer to assist in the rejuvenation journey of survivors through unique creative efforts for all diverse backgrounds.

Director:

Develop and implement comprehensive program strategies in alignment with the organization's mission and objectives.

Oversee day-to-day operations of multiple programs, ensuring efficiency, effectiveness, and adherence to budgetary constraints.

Coordinate program activities, including scheduling, logistics, and resource allocation, to maximize impact and reach target audiences.

Manage a team of program staff and volunteers, providing guidance, support, and mentorship to enhance their performance and professional development.

◦ ABILITY TO TEACH AND MENTOR

Establish and maintain partnerships with community organizations, government agencies, and other stakeholders to leverage resources and expand program reach.

Conduct the needs assessments, program evaluations, and outcome measurements to assess effectiveness and inform program improvements.

Develop and monitor program budgets, tracking expenses, and ensuring financial accountability and compliance with grant requirements.

Community Outreach Coordinator:

Story Telling:

Use entertainment and theater allow community to feel the passion of life in a unique and captivating way, allowing them to immerse themselves in narratives that span genres, time periods, and cultures to give survivors and co-survivors support needed to rejuvenate and heal through their journeys.

Community Building

Collaborate with community stakeholders, C-suite Corporate Executives, and organizations to co-sponsor cultural events and performances, fostering strong partnerships and maximizing resources.

Oversee the management of facilities, including rentals, usage policies, and capital improvement projects, ensuring optimal functionality and accessibility for patrons.

Organize forums and feedback sessions to gather input from stakeholders on programming, facility usage, and other relevant topics.

Cultural Enrichment

Theater reflects and celebrates the rich diversity of human experiences and perspectives. It offers insights into different cultures, traditions, and social issues, fostering dialogue and understanding among people with varying backgrounds and beliefs enriching the natural process of the “new normal” for survivors and co-survivors.

EDUCATION

DEGREES

NC A&T STATE UNIVERSITY
Computer Science, BS

Theater Partnerships:

- THE JEFFERSON PERFORMING ARTS SOCIETY, NEW ORLEANS
- TRIAD STAGE, GREENSBORO

Entertainment Partnerships:

- KENTUCKY OAKS AND DERBY
- #LETSTALK QUARTERLY FORUM
- NBA ALL STAR
- NFL GAMES
- THE JOHN COLTRANE INTERNATIONAL JAZZ & BLUES FESTIVAL
- US OPEN

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of Funding for Macedonia Family Resource Center - Outside Non-Profit Organization	
FROM: Stephen M. Hawryluk, Budget & Performance Director	MEETING DATE: September 16, 2024
PUBLIC HEARING: No	ADVERTISED DATE/BY: N/A
ATTACHMENTS: None	

PURPOSE: The Finance Committee is responsible for reviewing outside non-profit organization funding requests and making recommendations to the City Council regarding annual funding levels.

BACKGROUND: Outside non-profit organizations submitted requests in the amount of \$2,294,220 for FY 2024-25.

The historic policy has been to allocate 1/3 of one penny of the tax rate to be distributed to the organizations, which is equal to \$454,155 for the current fiscal year.

On September 12, 2024, the Finance Committee approved funding for:

Macedonia Family Resource Center in the amount of \$22,000

BUDGET IMPACT: Funding is available in the FY 2024-25 budget.

RECOMMENDATION/ACTION REQUESTED: City Council is requested to approve the recommendation for funding the outside non-profit organization.



CITY OF HIGH POINT

AGENDA ITEM



TITLE: Cigna Contract Renewal – Employee Health Care	
FROM: Angela Kirkwood, Director of Human Resources	MEETING DATE: September 16, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: City of High Point Medical Update	

PURPOSE: Renew the contract between Cigna Healthcare and the of City of High Point for city employee's healthcare coverage plan year of January 1, 2025, to December 31, 2025.

BACKGROUND: The City of High Point offers healthcare coverage to its employees that includes medical and dental care products. The plan year runs from January 1st to December 31st. At the Finance Committee Meeting on Thursday, September 12, Mark Browder of Mark III Employee Benefits, briefed the City Council on the Medical Plan and Dental Plan Renewal options.

The City will pay Cigna Healthcare approximately \$3.14 million to administer the plan and provide stop loss coverage. The cost to administer the plan is approximately 14.1% of total claims. The City will reimburse Cigna for actual health and dental claims.

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

RECOMMENDATION/ACTION REQUESTED: Council is requested to authorize the City Manager to execute a twelve (12) month contract with Cigna Healthcare for healthcare coverage for city employees. The contract will be effective January 1, 2025, to December 31, 2025, and that the appropriate City official and/or employee be authorized to execute all necessary documents.





MEDICAL PLAN

2025 CIGNA Medical Renewal



September 12, 2024



- Long-term, self-funding delivers a lower cost strategy for funding Medical Coverage, because of a lower overall expense structure.
- Allows the City to receive revenue sources retained by CIGNA (Rebates).
- Self-funding give the City significantly more flexibility to implement enhanced wellness strategies.
- Make adjustments to Plan design for Wellness incentives and Clinic integration.
- The City is well positioned to make the transition.

Medical Plan Experience



City of High Point PPO - Actives

Date	Subs	Mbrs	Medical In Network	Medical Out of Network	Pharmacy	Fixed Claims Fee	Combined Medical Claims	Claims Per Sub Per Month	Total Cost	Stop-loss Credits	Other Credits	Net Costs	County Budgeted
January-24	1,234	2,227	\$195,215.00	\$0.00	\$143,320.00	\$4,356.00	\$342,891.00	\$277.87	\$554,758.20	\$0.00	\$0.00	\$554,758.20	\$1,432,599.96
February-24	1,233	2,233	\$1,015,196.00	\$124.00	\$220,412.00	\$92,292.00	\$1,328,024.00	\$1,077.07	\$1,559,021.40	\$33,956.00	\$0.00	\$1,525,065.40	\$1,431,439.02
March-24	1,237	2,239	\$782,542.00	\$5,192.00	\$377,160.00	\$93,449.00	\$1,258,343.00	\$1,017.25	\$1,486,703.60	\$79,486.00	\$0.00	\$1,407,217.60	\$1,436,082.78
April-24	1,243	2,253	\$693,314.00	\$9,588.00	\$301,150.00	\$92,843.00	\$1,096,895.00	\$882.46	\$1,324,947.40	\$80,672.00	\$0.00	\$1,244,275.40	\$1,443,048.42
May-24	1,236	2,246	\$1,294,216.00	\$10,480.00	\$330,370.00	\$101,128.00	\$1,736,194.00	\$1,404.69	\$1,966,391.80	\$256,152.00	\$0.00	\$1,710,239.80	\$1,434,921.84
June-24	1,229	2,238	\$845,441.00	\$7,959.00	\$295,866.00	\$92,387.00	\$1,241,653.00	\$1,010.30	\$1,469,279.20	\$63,151.00	\$336,998.26	\$1,069,129.94	\$1,426,795.26
July-24	1,236	2,245	\$971,581.00	\$13,315.00	\$302,563.00	\$94,949.00	\$1,382,408.00	\$1,118.45	\$1,612,227.80	\$269,287.00	\$0.00	\$1,342,940.80	\$1,547,929.32
Total	8,648	15,681		\$46,658.00	\$1,970,841.00		\$8,386,408.00	\$969.75	\$9,973,329.40	\$782,704.00	\$336,998.26	\$8,853,627.14	\$10,152,816.60

City of High Point HSA - Actives

Date	Subs	Mbrs	Medical In Network	Medical Out of Network	Pharmacy	Fixed Claims Fee	Combined Medical Claims	Claims Per Sub Per Month	Total Cost	Stop-loss Credits	Other Credits	Net Costs	County Budgeted
January-24	90	140	\$7,726.00	\$0.00	\$32,946.00	\$383.00	\$41,055.00	\$456.17	\$56,247.00	\$0.00	\$0.00	\$56,247.00	\$81,390.60
February-24	88	136	\$40,667.00	\$0.00	\$17,852.00	\$4,752.00	\$63,271.00	\$718.99	\$78,125.40	\$0.00	\$0.00	\$78,125.40	\$79,581.92
March-24	87	136	\$37,242.00	\$0.00	\$68,516.00	\$4,579.00	\$110,337.00	\$1,268.24	\$125,022.60	\$0.00	\$0.00	\$125,022.60	\$78,677.58
April-24	84	132	\$61,225.00	\$0.00	\$44,112.00	\$4,581.00	\$109,918.00	\$1,308.55	\$124,097.20	\$0.00	\$0.00	\$124,097.20	\$75,964.56
May-24	86	134	\$26,483.00	\$0.00	\$40,026.00	\$5,543.00	\$72,052.00	\$837.81	\$86,568.80	\$0.00	\$0.00	\$86,568.80	\$77,773.24
June-24	88	136	\$28,896.00	\$0.00	\$48,521.00	\$4,440.00	\$81,857.00	\$930.19	\$96,711.40	\$0.00	\$0.00	\$96,711.40	\$79,581.92
July-24	88	136	\$10,589.00	\$0.00	\$46,286.00	\$4,604.00	\$61,479.00	\$698.63	\$76,333.40	\$0.00	\$0.00	\$76,333.40	\$110,208.56
Total	611	950		\$0.00	\$298,259.00		\$539,969.00	\$883.75	\$643,105.80	\$0.00	\$0.00	\$643,105.80	\$583,178.38

City of High Point - Retirees

Date	Subs	Mbrs	Medical In Network	Medical Out of Network	Pharmacy	Fixed Claims Fee	Combined Medical Claims	Claims Per Sub Per Month	Total Cost	Stop-loss Credits	Other Credits	Net Costs	County Budgeted
January-24	48	74	\$11,369.00	\$0.00	\$21,237.00	\$103.00	\$32,709.00	\$681.44	\$40,811.40	\$0.00	\$0.00	\$40,811.40	\$65,872.32
February-24	46	69	\$31,689.00	\$0.00	\$42,397.00	\$3,014.00	\$77,100.00	\$1,676.09	\$84,864.80	\$0.00	\$0.00	\$84,864.80	\$63,127.64
March-24	46	69	\$19,408.00	\$0.00	\$68,465.00	\$2,816.00	\$90,689.00	\$1,971.50	\$98,453.80	\$0.00	\$0.00	\$98,453.80	\$63,127.64
April-24	47	71	\$60,516.00	\$486.00	\$39,920.00	\$3,067.00	\$103,989.00	\$2,212.53	\$111,922.60	\$0.00	\$0.00	\$111,922.60	\$64,499.98
May-24	48	72	\$60,064.00	\$1,040.00	\$47,894.00	\$4,025.00	\$113,023.00	\$2,354.65	\$121,125.40	\$0.00	\$0.00	\$121,125.40	\$65,872.32
June-24	44	68	\$68,385.00	\$2,126.00	\$54,971.00	\$2,947.00	\$128,429.00	\$2,918.84	\$135,856.20	\$0.00	\$0.00	\$135,856.20	\$60,382.96
July-24	45	68	\$67,300.00	\$550.00	\$45,359.00	\$2,382.00	\$115,591.00	\$2,568.69	\$123,187.00	\$0.00	\$0.00	\$123,187.00	\$56,356.65
Total	324	491		\$4,202.00	\$320,243.00		\$661,530.00	\$2,041.76	\$716,221.20	\$0.00	\$0.00	\$716,221.20	\$439,239.51

Combined

Date	Subs	Mbrs	Medical In Network	Medical Out of Network	Pharmacy	Fixed Claims Fee	Combined Medical Claims	Claims Per Sub Per Month	Total Cost	Stop-loss Credits	Other Credits	Net Costs	County Budgeted
January-24	1,372	2,441	\$214,310.00	\$0.00	\$197,503.00	\$4,842.00	\$416,655.00	\$303.68	\$651,816.60	\$0.00	\$0.00	\$651,816.60	\$1,579,862.88
February-24	1,367	2,438	\$1,087,552.00	\$124.00	\$280,661.00	\$100,058.00	\$1,468,395.00	\$1,074.17	\$1,722,011.60	\$33,956.00	\$0.00	\$1,688,055.60	\$1,574,148.58
March-24	1,370	2,444	\$839,192.00	\$5,192.00	\$514,141.00	\$100,844.00	\$1,459,369.00	\$1,065.23	\$1,710,180.00	\$79,486.00	\$0.00	\$1,630,694.00	\$1,577,888.00
April-24	1,374	2,456	\$815,055.00	\$10,074.00	\$385,182.00	\$100,491.00	\$1,310,802.00	\$954.00	\$1,560,967.20	\$80,672.00	\$0.00	\$1,480,295.20	\$1,583,512.96
May-24	1,370	2,452	\$1,380,763.00	\$11,520.00	\$418,290.00	\$110,696.00	\$1,921,269.00	\$1,402.39	\$2,174,086.00	\$256,152.00	\$0.00	\$1,917,934.00	\$1,578,567.40
June-24	1,361	2,442	\$942,722.00	\$10,085.00	\$399,358.00	\$99,774.00	\$1,451,939.00	\$1,066.82	\$1,701,846.80	\$63,151.00	\$336,998.26	\$1,301,697.54	\$1,566,760.14
July-24	1,369	2,449	\$1,049,470.00	\$13,865.00	\$394,208.00	\$101,935.00	\$1,559,478.00	\$1,139.14	\$1,811,748.20	\$269,287.00	\$0.00	\$1,542,461.20	\$1,714,494.53
August-24													
September-24													
October-24													
November-24													
December-24													
Total	9,583	17,122	\$6,329,064.00	\$50,860.00	\$2,589,343.00	\$618,640.00	\$9,587,907.00	\$1,000.51	\$11,332,656.40	\$782,704.00	\$336,998.26	\$10,212,954.14	\$11,175,234.49
				Rx/Sub/Mth	\$270.20		Trend	91%		66.93%	\$82.09	Position	\$962,280.35

2025 - 2026 Medical Plan Renewal



City of High Point	Total Number of Employees	Medical	Pharmacy	Total Benefit Payments	Stop-Loss Credits	Net Claims
August-23	1,373	\$708,652.00	\$604,953.00	\$1,313,605.00		\$1,313,605.00
September-23	1,376	\$858,367.00	\$521,873.00	\$1,380,240.00		\$1,380,240.00
October-23	1,381	\$675,728.00	\$655,773.00	\$1,331,501.00		\$1,331,501.00
November-23	1,388	\$882,842.00	\$622,380.00	\$1,505,222.00		\$1,505,222.00
December-23	1,381	\$838,564.00	\$514,302.00	\$1,352,866.00		\$1,352,866.00
January-24	1,372					\$1,300,000.00
February-24	1,367	\$1,087,676.00	\$280,661.00	\$1,368,337.00	\$33,956.00	\$1,334,381.00
March-24	1,370	\$844,384.00	\$514,141.00	\$1,358,525.00	\$79,486.00	\$1,279,039.00
April-24	1,374	\$825,129.00	\$385,182.00	\$1,210,311.00	\$80,672.00	\$1,129,639.00
May-24	1,370	\$1,392,283.00	\$418,290.00	\$1,810,573.00	\$256,152.00	\$1,554,421.00
June-24	1,361	\$952,807.00	\$399,358.00	\$1,352,165.00	\$63,151.00	\$1,289,014.00
July-24	1,369	\$1,063,335.00	\$394,208.00	\$1,457,543.00	\$269,287.00	\$1,188,256.00
Total	16,482	\$10,129,767.00	\$5,311,121.00	\$15,440,888.00	\$782,704.00	\$15,958,184.00

2025 - 2026 Renewal Calculation

Current Plan Designs	Mature Annual
Claims	\$15,958,184.00
Plan Changes	\$15,958,184.00
Trended Claims	\$18,404,573.61
Vidant Discount	\$0.00
Pharmacy Contract Improvement	\$0.00
Prudent Rx - Manufacturer Coupon Assistance Program - Not in Calculation - 35 Members Disrupted	\$0
2025 Claims	\$18,404,573.61
Annual Employee Count	16,482
Fixed Cost	\$3,355,735.20
Laser - None	\$0.00
PPACA - Fee for Comparative Effectiveness Research Agency - July 31, 2024 - Form 720	\$7,326.00
Diabetes Management Program	\$31,451.47
Weight Incentive - \$250	\$170,009.32
Medical Weight Management - Added	\$44,100.00
Data Analytics	\$12,000.00
HSA - \$750	\$75,000.00
Renewal Calculation - 2025 - 2026	\$22,100,195.59
City - 2024/2025	\$20,641,554.00
2025 - 2026 Rate Action - Projection	107.07%
Dollar Change	\$1,458,641.59

IBNR
\$1,914,982.08
\$3,191,636.80

- Based on the funding discussion, the \$20,642,000 puts the City in a solid position for the 2025 – 2026.
- We will update this number in the Fall.
- For 1/1/25, there are no changes in Active Employee contributions.



	2024 - CIGNA \$200,000 Spec - 125% Agg 12/12 Revised Taken	2025 - CIGNA \$200,000 Spec - 125% Agg Paid/12 Revised Original		2025 - CIGNA \$200,000 Spec - 125% Agg Paid/12 Revised Revised	
Network Access Fee	\$34.98	\$34.98	100.00%	\$34.98	100.00%
Medical Plan Administration Fee	\$10.00	\$10.00	100.00%	\$10.00	100.00%
Specific Stop-loss - \$200,000	\$122.03	\$162.16	132.89%	\$153.60	125.87%
Aggregate Stop Loss Coverage	\$3.23	\$3.23	100.00%	\$3.23	100.00%
Vision	\$0.35	\$0.35	100.00%	\$0.35	100.00%
Healthy Awards	\$1.44	\$1.44	100.00%	\$1.44	100.00%
Total Administration Fees (A)	\$172.03	\$212.16	123.33%	\$203.60	118.35%
Annual Cost	\$2,835,398.46	\$3,496,821.12		\$3,143,771,206.57	
Laser	\$0.00	\$0.00		\$0.00	
Wellness Dollars	\$75,000.00	\$75,000.00		\$75,000.00	
Implementation Dollars	\$15,000.00	\$15,000.00		\$15,000.00	
	No New Laser	No New Laser		No New Laser	
	Rate Cap - 45%	Rate Cap - 45%		Rate Cap - 45%	

- The original renewal was conservative from CIGNA and Mark III pushed back.
- In looking at the early stop loss reimbursements, it is probable that that CIGNA will be in a negative position by the end of 2024.
- We believe that the negotiated 2025 renewal is a good one.



Mark III
Employee Benefits

CITY OF HIGH POINT

AGENDA ITEM

TITLE: John Deere Tractors	
FROM: Kevin Rogers, Fleet Director	MEETING DATE: September 16, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Formal Bid Recommendation	

PURPOSE: The Streets Maintenance Division is currently utilizing John Deere 6230 Tractors. The tractors have over 6,000 hours and need replacement due to escalating repair costs. Using the Sourcwell Contract# 082923-DAC two (2) 2024 John Deere 5090M Utility Tractor with side rear flail mower attachments are being recommended for council approval.

BACKGROUND: The Streets Maintenance Division is currently utilizing John Deere 6230 Tractors. The tractors have reached the end of their useful life due to condition and escalating repair costs. Deere & Company has the John Deere 5090M Utility Tractor with side and rear flail mower attachments that will continue to meet their needs. The price of \$122,574.31 is for the tractor, side flail mower attachment, rear flail mower attachment, operator training, and delivery. The price for two (2) is \$245,148.62. The delivery time is less than 365 days.

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

RECOMMENDATION/ACTION REQUESTED: The Fleet Services Department recommends Council approve purchasing two (2) John Deere 5090M tractors from Deere & Company \$245,148.62 and declaring the old tractors and mowing accessories as surplus and disposing through the online auction process.



BID RECOMMENDATION

DEPARTMENT **Fleet Services Department**

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

BID NO.: **Sourcewell** CONTRACT NO.: **082923-DAC** DATE OPEN:

DESCRIPTION:

2024 John Deere 5090 M Utility Tractor with Diamond side and rear flail mower attachments.

PURPOSE:

The Street's Division are currently utilizing John Deere 6230 Tractors that need replacement due to age, condition, and mileage. Using the Sourcewell Contract# 082923-DAC two (2) 2024 John Deere 5090 M Utility Tractors with Diamond side and rear flail mower attachments are being recommended for Council approval.

COMMENTS:

The price of \$122,574.31 is for the tractor and side and rear implements. The price of two (2) is \$245,148.62. Estimated delivery is less than 365 days.

RECOMMEND AWARD TO: **Deere & Company** AMOUNT: **\$245,148.62**

JUSTIFICATION:

Using the bid allows the City of High Point to take advantage of the volume discount offered through the Sourcewell Contract.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			\$245,148.62
TOTAL BUDGETED AMOUNT				\$245,148.62

DEPARTMENT HEAD: **KEVIN ROGERS** Digitally signed by KEVIN ROGERS Date: 2024.08.30 08:50:38 -04'00' DATE: **08/30/2024**

The Purchasing Division concurs with recommendation submitted by the **Flee Department** and recommends award to the lowest responsible, responsive bidder **Deere & Company** in the amount of **245,148.62**

PURCHASING MANAGER: **Candy E. Harmon** Digitally signed by Candy E. Harmon Date: 2024.08.30 11:23:09 -04'00' DATE: **8/30/2024**

FINANCIAL SERVICES DIRECTOR: **Bobby Fitzjohn** Digitally signed by Bobby Fitzjohn Date: 2024.08.30 11:50:24 -04'00' DATE: **8/30/24**

Approved for Submission to Council

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

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of Funding for Outside Non-Profit Organizations	
FROM: Stephen M. Hawryluk, Budget & Performance Director	MEETING DATE: September 16, 2024
PUBLIC HEARING: No	ADVERTISED DATE/BY: N/A
ATTACHMENTS: List of Non-Profit Organization Funding Requests	

PURPOSE: The Finance Committee is responsible for reviewing outside non-profit organization funding requests and making recommendations to the City Council regarding annual funding levels.

BACKGROUND: Outside non-profit organizations submitted requests in the amount of \$2,294,220 for FY 2024-25.

The historic policy has been to allocate 1/3 of one penny of the tax rate to be distributed to the organizations, which is equal to \$454,155 for the current fiscal year.

On September 12, 2024, the Finance Committee approved funding for:

	Requested	Recommended
Brothers Organized to Serve Others (BOTSO)	\$ 20,000	5,000
Commander Peace Academy, Inc	19,564	5,000
Piedmont Triad Film Commission	7,000	6,000
High Point Community Against Violence	9,790	9,000
A Simple Gesture	15,000	10,000
Helping Hands High Point Inc	15,000	10,000
D-Up Basketball Fundamentals	50,000	\$ 10,000
Friends of John Coltrane	30,000	10,000
High Point Discovered	51,500	10,000
C3 - Community Collaboration for Children, Inc	20,000	15,000
High Point Leap	20,000	15,000
Mental Health Associates of the Triad	200,000	17,000
Big Brothers Big Sisters of the Central Piedmont	67,500	20,000
Triad Food Pantry	20,000	20,000
Salvation Army/Boys & Girl Club of HP	25,000	25,000
Carl Chavis YMCA	50,000	25,000
Theatre Art Galleries	50,000	25,000
West End Ministries	30,000	30,000
Open Door Ministries	50,000	50,000
High Point Arts Council	125,000	65,000

BUDGET IMPACT: Funding is available in the FY 2024-25 budget.

RECOMMENDATION/ACTION REQUESTED: City Council is requested to approve recommendations for funding the outside non-profit organizations.



City of High Point
Non-Profit Organization Funding Requests
FY 2024-2025



	Agency Name	FY2025 Requested Budget	FY2025 Committee Recommend	FY2025 Approved Budget
1	Brothers Organized to Serve Others (BOTSO)	\$ 20,000	5,000	
2	Commander Peace Academy, Inc	19,564	5,000	
3	Piedmont Triad Film Commission	7,000	6,000	
4	High Point Community Against Violence	9,790	9,000	
5	A Simple Gesture	15,000	10,000	
6	Helping Hands High Point Inc	15,000	10,000	
7	D-Up Basketball Fundamentals	50,000	\$ 10,000	
8	Friends of John Coltrane	30,000	10,000	
9	High Point Discovered	51,500	10,000	
10	C3 - Community Collaboration for Children, Inc	20,000	15,000	
11	High Point School Partnership	40,000	15,000	
12	High Point Leap	20,000	15,000	
13	Mental Health Associates of the Triad	200,000	17,000	
14	Big Brothers Big Sisters of the Central Piedmont	67,500	20,000	
15	Triad Food Pantry	20,000	20,000	
16	Macedonia Family Resource Center	24,500	22,000	
17	Greater High Point Food Alliance	25,000	25,000	
18	Salvation Army/Boys & Girl Club of HP	25,000	25,000	
19	Carl Chavis YMCA	50,000	25,000	
20	Theatre Art Galleries	50,000	25,000	
21	West End Ministries	30,000	30,000	
22	Open Door Ministries	50,000	50,000	
23	High Point Arts Council	125,000	65,000	
24	A Special Blend	21,000		
25	Adventist Community Restoration Center	20,000		
26	American Home Furnishings Hall of Fame Foundation	50,260		
27	Beauty 4 Ashes International	3,500		
28	Boys & Girls Club of Greater High Point	40,000		
29	Caring Services	33,400		
30	CCFC Academy	30,000		
31	Drawers of Hope Recource Center	30,000		
32	Emmanuel Senior Enrichment Center	50,000		
33	Family Service of the Piedmont, Inc	25,000		
34	Go Far	15,000		
35	High Point Community Foundation	200,000		
36	Hope From the Heart NC	76,250		
37	Hopefulls, Inc	12,800		
38	ITMA Education Foundation	15,000		
39	Leadership LINKS, Inc	85,000		
40	Love Development Corporation	50,000		
41	Lydia House/Resource Center	25,000		
42	Oakwook Community Development Corporation	100,000		
43	One Step Further, Inc	15,000		

City of High Point
Non-Profit Organization Funding Requests
FY 2024-2025



	Agency Name	FY2025 Requested Budget	FY2025 Committee Recommend	FY2025 Approved Budget
44	One Step Further, Inc	10,000		
45	Operation Xcel	15,425		
46	Partners Ending Homelessness	50,000		
47	PEAK Adventure Ministries, Inc	31,000		
48	Senior Resources of Guilford	15,210		
49	The Arc of High Point	20,000		
50	The Barnabas Network	25,000		
51	The MIND Group	50,000		
52	Tiny House Community Development	42,660		
53	Triad Local First	25,000		
54	United Way of Greater High Point	20,000		
55	Vinmark International Dance	20,225		
56	Wheels4hope	5,000		
57	Youth Behavior Helper	25,000		
58	Youth Focus, Inc	21,636		
59	Hayden-Harman Foundation	-		
60	Homegrown Heroes, Inc	-		
61	YWCA of High Point	56,000		

Subtotal:	\$ 2,294,220	\$ 444,000	\$ -
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PUBLIC COMMENT PERIOD

IF YOU'D LIKE TO ADDRESS THE HIGH POINT CITY COUNCIL, during the Public Comment Period regarding any item that is NOT a public hearing item on the Agenda, PLEASE SIGN IN

Date: September 16, 2024

(Please Print)

Name	Address (Residence) & E-mail address	Matter Speaking About
✓ KEN ORMS	K.ORMS@ATT.NET	
Kenneth Brown	Harly St	pay raise
Willie Kittrell	Blairwood St Northcarolinaweeau@gmail	
Terrell Easter	Twain	

CITY OF HIGH POINT

AGENDA ITEM



TITLE: 2024 Operation InAsmuch Contract for Fall Event	
FROM: Thanena Wilson, Director Community Development & Housing	MEETING DATE: September 16, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Fall Event Flyer – Highland Mills Neighborhood	

PURPOSE: Staff requests approval of the contract with Community Housing Solutions to fund materials and operational expenses associated with the Operation InAsMuch (OIAM) event for fall 2024. The upcoming event will be on Saturday, November 2nd, in the Highland Mills community.

BACKGROUND: The fall event will be the 16th OIAM event since May 2016. Volunteers are utilized to complete home repairs, painting, and needed yardwork. To date, there have been approximately 1,700 volunteers who have donated their time and energy to assist 194 households.

BUDGET IMPACT: The contract amount is \$100,000 and there are sufficient funds in the FY2024-25 budget for the expenditure.

RECOMMENDATION/ACTION REQUESTED: Community Development and Housing staff recommends approval of OIAM contract with Community Housing Solutions, and that the appropriate City official and/or employee be authorized to execute all necessary documents.



FREE HOME REPAIRS

Highland Mills Neighborhood



Saturday, November 2, 2024

Operation Inasmuch is an event offering free home repairs, exterior house painting and yard cleanup services to eligible homeowners. These services are funded by the City of High Point and provided by Community Housing Solutions in partnership with local volunteer groups.

How do I know if I am eligible?

- You must live in and own your home in the Highland Mills neighborhood
- Fall within specific income guidelines
- Have a qualifying home repair need

To learn more or to apply, contact:

Jan Moore, Administrative Assistant

Community Housing Solutions

336-676-6986

jmoore@chshousing.org

or visit www.highpointnc.gov/OperationInAsMuch

Deadline to apply is September 27, 2024.

Applications will be processed on a first come, first served basis.





2 de noviembre de 2024

Operation Inasmuch es un evento que ofrece servicios gratuitos de reparación del hogar, pintura exterior de la casa y limpieza de jardines para propietarios elegibles. Estos servicios son proporcionados por Community Housing Solutions junto con grupos de voluntarios locales financiados por la ciudad de High Point.

¿Cómo sé si soy elegible?

- Debe vivir en su casa propia
- Caer bajo las pautas específicas de ingreso Tener
- Una necesidad calificativa de reparación

Para obtener más información o para aplicar contacte a:

Jan Moore, Asistente Administrativa
Community Housing Solutions
336.676-6986
jmoore@chshousing.org
o visite www.highpointnc.gov/OperationInAsMuch

La fecha límite para aplicar es 27 de septiembre de 2024

Aplicaciones serán procesadas por orden de llegada.



CITY OF HIGH POINT

AGENDA ITEM



TITLE: Annual Assistance with Air Permit Reporting Requirements and Compliance GEL Engineering of NC Inc.	
FROM: Robby Stone – Public Services Director Derrick Boone – Asst. Public Services Director	MEETING DATE: September 16, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: Master Agreement - Task Order
ATTACHMENTS: Scope of Services	

PURPOSE: To contract with GEL Engineering of NC Inc. for annual air permitting assistance at the Eastside Wastewater Treatment Plant. The city has a master agreement for professional services with GEL Engineering of NC.

BACKGROUND: The City of High Point operates under a Title V air emissions permit at the Eastside WWTP. The air permit includes numerous reporting requirements, annual compliance emissions testing of the fluidized bed incinerator, and quarterly compliance emissions testing of the Sorbent Polymer Composite (SPC) Adsorber as required by the EPA approved Alternate Monitoring Plan.

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

RECOMMENDATION/ACTION REQUESTED: The Public Services Department recommends approval and asks for the Council to award a task order for professional engineering services to GEL Engineering of NC Inc. for the amount \$131,435.





Engineering of NC INC

AIR PERMITTING SERVICES & COMPLIANCE EMISSIONS TESTING

FLUIDIZED BED SEWAGE SLUDGE INCINERATOR

SUBMITTED TO

**CITY OF HIGH POINT
EASTSIDE WASTEWATER TREATMENT PLANT**

5898 Riverdale Road
Jamestown, North Carolina 27282

PREPARED BY

GEL ENGINEERING of NC INC

2700 Sumner Boulevard, Suite 106
Raleigh, NC 27616

AUGUST 26, 2024 | GEL PROPOSAL NO. HIPT00324

August 26, 2024

Mr. Derrick Boone
Assistant Public Services Director
City of High Point
211 S Hamilton, Room 206
High Point, North Carolina 27260

Re: Proposal for Assistance with Air Permitting Services and Compliance Emissions Testing
of the Fluidized Bed Incinerator
August 2024 – July 2025
Eastside Wastewater Treatment Plant
Air Permit No. 08074T17

Dear Derrick:

GEL Engineering of NC, Inc. (GEL) appreciates the opportunity to provide air permitting assistance to the City of High Point (City) related to reporting requirements included in the Title V operating permit for the Eastside Wastewater Treatment Plant (Eastside WWTP) in Jamestown, North Carolina. Outlined below is our understanding of the project, a proposed scope of work, and cost estimate.

PROJECT INFORMATION

Eastside WWTP is currently covered under Title V operating permit No. 08074T17 issued on June 11, 2024 with an August 10, 2024 effective date, by the North Carolina Department of Environmental Quality (NCDEQ) Division of Air Quality (DAQ). The referenced air permit includes numerous reporting requirements and requires annual compliance emissions testing of the fluidized bed incinerator (FBI) (ID No. ES-01).

SCOPE OF WORK

The following outlines GEL's proposed scope of work:

Task No. 1: Assistance with Environmental Compliance Reporting and General On-Call Services – Eastside WWTP

Based on a review of the Eastside WWTP's Title V operating permit, Eastside WWTP is required to prepare and submit the following reports to NCDEQ DAQ:

- Semiannual reports (January 30th and July 30th of each year) that include a summary of deviations regarding wet scrubber (CD-01) pressure drop and exhaust gas oxygen (O₂) content for the Fluidized Bed Incinerator (FBI) (ES-01) (Condition Nos. 2.1 (A) (2) (f) and 2.1 (A) (5) (u) (ix)).
- Annual report (February 19th) including the following (Condition No. 2.1 (A) (7) (g)):
 - Records related to pollutant limits for metals.
 - Concentrations of arsenic, cadmium, chromium, lead, and nickel in sewage sludge fed to the incinerator.
 - Information showing how the requirements for beryllium and mercury in the NESHAP's are being met.
 - Records related to carbon monoxide (CO) limit:
 - CO monthly average concentrations in the stack exit gas.
 - O₂ concentration in the stack exit gas for each incinerator.
 - Information used to measure moisture content in the stack exit gas for the incinerator.
 - Records related to management practices and monitoring requirements:
 - Combustion temperatures, including maximum daily combustion temperature in the incinerator.
 - Measurements for required air pollution control device operating conditions.
 - Calibration and maintenance log for instruments used to measure:
 - CO level in stack exit gas.
 - Oxygen level in stack exit gas.
 - Moisture content in stack exit gas.
 - Combustion temperature in the incinerator.
- Annual compliance report (April 2025) required by 40 CFR Part 60 Subpart M (Condition Nos. 2.1 (A) (5) (u) (ii) and 2.1 (A) (6) (r) (iii)).
- Semiannual deviation reports (if applicable) (January 30th and July 30th of each year) required by 40 CFR Part 60 Subpart M (Condition Nos. 2.1 (A) (5) (u) (iii) and 2.1 (A) (6) (r) (iv)).

- Semiannual reports (January 30th and July 30th of each year) including summary of monitoring and recordkeeping activities associated with the sand silo baghouse (Condition No. 2.1 (B) (1) (f)).
- Semiannual reports (January 30th and July 30th of each year) including summary of monitoring and recordkeeping activities associated with the three 2,000 kilowatt (kW) No. 2 fuel oil-fired dual use generators (Condition No. 2.1 (C) (3) (bb)).
- Semiannual reports (January 30th and July 30th of each year) including summary of operational hours for the 2,000 kilowatts (kW) No. 2 fuel oil-fired dual use generators (previous 17-months) (Condition No. 2.2 (A) (1) (e)).
- Annual Title V certification report (March 1st) (Condition No. 4 (P)).
- Annual Emission Inventory (June 30th) (Condition No. 4 (X)).

It is assumed that the City will provide all the necessary information to prepare the preceding reports. The scope of work for this project does not include onsite data collection and coordination of recordkeeping requirements.

GEL will also provide general on-call support services related to environmental compliance at the Eastside WWTP.

Task No. 2: Assistance with Environmental Compliance Reporting – Frank L. Ward Water Treatment Plant and Westside Wastewater Treatment Plant

GEL will prepare the semiannual reports (January 30th and July 30th of each year) required under 40 CFR Part 63 Subpart ZZZZ for submittal to NCDEQ DAQ for Generator Nos. 1 and 2 located at the Frank L. Ward Water Treatment Plant and Generator No. 1 at the Westside Wastewater Treatment Plant.

Task 3 – Conduct Compliance Emissions Testing of the FBI (tentatively scheduled for June 2025)

3.1 Prepare Stack Testing Protocol

GEL will prepare a site-specific stack testing protocol for submittal to the NCDEQ DAQ as required by §60.5235 (g) (2) and Condition No. (4) (JJ). GEL will provide a draft version of the site-specific stack testing protocol to the City for review and approval. The site-specific stack testing protocol plan must be submitted to NCDEQ DAQ at least 45 days prior to the planned completion of the performance testing.

3.2 Conduct Performance Test

Emissions tests will be conducted on the FBI using the Environmental Protection Agency (EPA) methodologies listed in the following table:

August 26, 2024

Parameter	Method(s)	Duration
Gas Velocity and Volume Flow Rates	1 & 2	as required
O ₂ /CO ₂	3A	as required
Moisture Content	4	as required
PM (filterable) & HCL ¹	5 / 26A	3 two-hour runs
Sulfur Dioxide (SO ₂)	6C	3 one-hour runs
Nitrogen Oxide (NO _x)	7E	3 one-hour runs
Carbon Monoxide (CO)	10	3 one-hour runs
Dioxin / Furan (D/F)	23	3 three-hour runs
Metals ²	29	3 two-hour runs
Mercury ³ (Hg)	30B	3 two-hour runs
Opacity – Ash Handling Fugitive	22	3 one-hour runs
Sludge Analysis ⁴	SW846-6010C	As required
Sludge Analysis – Btu Content	D240	Grab sample

****Notes:**¹ Particulate matter (PM) & hydrogen chloride (HCL).² Metals to be targeted include As, Be, Cd, Cr, Ni and Pb.³ GEL will employ EPA Method 30B to determine total vapor Hg.⁴ Analysis of sludge will be for As, Be, Cd, Cr, Hg, Ni and Pb.

The sampling for the analytes noted above meet the testing requirements outlined in Condition Nos. 2.1 (A) (5) and (6).

3.3 Perform Relative Accuracy Test Audit

GEL will perform a relative accuracy test audit (RATA) on the Continuous Emissions Monitoring system (CEMs) for the exhaust of ES-01.

Testing will be performed using the EPA methodologies listed below.

Parameter	Test Method	Duration
CO	10	9-12, 21-minute runs

RATA testing will be performed in accordance with 40 CFR Part 60. GEL personnel will reduce the data for each run in the field. This includes moisture correction after each run or sets of runs. RATA emissions data will be bias and moisture corrected at the end of each test run and provided to the City.

3.4 Prepare Compliance Emissions Test Report

All test results will be submitted to the City within 30 days after completion of the tests. All results will be reported in accordance with the guidelines required by the EPA. After the City has reviewed the results and addressed any concerns, a draft report will be prepared and submitted to the City for review. A final report will be submitted to the City within 45 days after completion of the tests. GEL will provide one electronic copy (PDF) and two bound copies to the City. The test results will be expressed as noted in the following table:

Parameter	Units
PM ¹	mg/dscm, lb/hr, lb/ton of dry sludge
SO ₂ , NO _x , CO ¹ 3A	ppm by dry volume, lb/hr, lb/ton of dry sludge
D/F ¹	nanograms per dscm, lb/hr, lb/ton of dry sludge
HCL ¹	ppm by dry volume, lb/hr, lb/ton of dry sludge
Metals ^{1, 2}	mg/dscm, lb/hr, lb/ton of dry sludge
Btu content	Btu/lb of dry sludge

****Notes:**

¹ All reported pollutant concentrations will be adjusted to 7 percent oxygen.

² As required by Condition No. (2.1) (A) (7) (f) (i) (J), control efficiencies for As, Be, Cd, Cr, Hg, Ni and Pb will be calculated.

GEL will utilize the following laboratories for sample analysis:

Analyte	Laboratory
PM	GEL
SO ₂ , NO _x , CO ¹	GEL
D/F	Cape Fear Analytical, Inc. Wilmington, N.C.
HCL	Element One Lab, Inc. Wilmington, N.C.
Metals	Element One Lab, Inc. Wilmington, N.C.
Mercury ²	GEL
Btu content	GEL

****Notes:**

¹ Pollutants will be measured using GEL CEMs.

² GEL will analyze the absorbent traps utilized for total Hg.

Task 4 - Prepare Air Permit Application to Revise Operating Parameter Limits

During the compliance emissions tests on the FBI, operating parameter limits are established such as FBI combustion chamber temperature, FBI freeboard area temperature, exhaust gas oxygen content, scrubber liquid flow rate, scrubber pressure drop and scrubber liquid pH. Eastside WWTP is required to operate the FBI to comply with the established operating parameter limits. An air permit application will be prepared after the compliance emissions test and submitted to NCDEQ DAQ within 60 days of the compliance emissions testing on behalf of the City to request the most recent operating parameter limits be included in the air permit.

GEL will prepare the necessary air permit application forms along with a regulatory review and emissions assumptions and calculations sections for submittal to NCDEQ DAQ. As required by NCDEQ DAQ, we will prepare the application under the direction and seal of a professional engineer licensed in the state of North Carolina.

Task 5 – Perform Quarterly Compliance Mercury Emissions Testing of Control Device ID No. CD-04

As required by the EPA-approved Alternate Monitoring Plan (AMP) for Control Device ID No. CD-04, the City of High Point must perform quarterly inlet/outlet mercury (Hg) emissions testing. The quarterly testing will occur tentatively in December 2024, March 2025 and June 2025.

The emissions test will be conducted using the EPA methodologies listed in the following table:

Parameter	Method(s)	Duration
Gas Velocity and Volume Flow Rates	1 & 2	as required
Oxygen (O ₂)/Carbon Dioxide (CO ₂)	3A	as required
Moisture Content	4	as required
Hg	30B	3 two-hour runs

All test results will be submitted to the City within 30 days after completion of the tests. All results will be reported in accordance with the guidelines required by the EPA. After the City has reviewed the results and addressed any concerns, a draft report will be prepared and submitted to the City for review. A final report will be submitted to the City within 45 days after completion of the tests. GEL will provide two bound copies and one electronic copy (PDF).

Mr. Derrick Boone

August 26, 2024

COST ESTIMATE

The cost not to exceed fee to assist the City with performing the scope of work outline above is as follows:

Task No.	Description	Cost
1	Assistance with Environmental Compliance Reporting and General On-Call Services	\$25,530
2	Assistance with Environmental Compliance Reporting – Frank L. Ward Water Treatment Plant and Westside Wastewater Treatment Plant	\$540
3	Conduct Compliance Emissions Testing of the FBI	\$49,800
4	Prepare Air Permit Application to Revise Operating Parameter Limits	\$5,665
5	Perform Quarterly Compliance Mercury Emissions Testing of Control Device ID No. CD-04	\$49,900
Total		\$131,435

All fees will be billed on a time and materials basis using GEL's standard billing rates. The cost not to exceed estimate will not be exceeded without prior authorization from the City.

CLOSURE

All work outlined in this proposal will be self-performed. To our knowledge, there are no Minority and Women-owned Business Enterprises (MWBEs) in the state of North Carolina that provide the type of services outlined in this proposal. In providing you with these services, it is our desire to meet your needs. If specific items detailed in the above proposal do not adequately address your needs, the scope of work can be modified accordingly.

Thank you for the opportunity to be of service. If this proposal meets your approval, please issue a supplemental agreement to the existing contract. If you have any questions concerning this proposal or need information on other services offered by GEL, please call me at (919) 323-9398 or by email at keith.mccullock@gel.com.

Sincerely,



Keith D. McCulloch, P.E.
Director/Principal

**HIGH POINT CITY COUNCIL
REGULAR MEETING
August 19, 2024 – 5:30 P.M.
COUNCIL CHAMBERS – MUNICIPAL BUILDING
211 South Hamilton Street**

ROLL CALL, MOMENT OF SILENCE, AND PLEDGE OF ALLEGIANCE

Mayor Jefferson called the Regular Meeting of the High Point City Council to order at 5:30 p.m. and stated all members were present. He called for a Moment of Silence; the Pledge of Allegiance followed.

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

ADOPTION OF AGENDA

A motion was made by Mayor Pro Tempore Holmes, seconded by Council Member Moore, to adopt the Agenda as presented.

Motion carried with the following vote:

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

RECOGNITIONS AND PRESENTATIONS

2024-331 Proclamation – Extraordinary Educators 2024

Mayor Jefferson will present a proclamation recognizing the 2024 Extraordinary Educators and their contribution to Guilford County.

Mayor Jefferson read the Proclamation and presented it to the Extraordinary Educators who were in attendance.

CONSENT AGENDA ITEMS

A motion was made by Mayor Pro Tempore Holmes, seconded by Council Member Moore, to approve the Consent Agenda as presented.

Motion carried with the following vote:

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

2024-323 Consideration of a Contract with Pepsi Bottling Ventures

City Council is requested to consider a contract with Pepsi Bottling Ventures not to exceed \$295,000 and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

Approved by the Consent Vote.

2024-324 Consideration of a Sole Source Contract with North State Resurfacing

City Council is requested to consider a contract with North State Resurfacing for \$66,480 and authorize the appropriate City Official(s) to execute all necessary documents.

(Recommended by Finance Committee.)

Approved by the Consent Vote.

2024-328 Consideration of a Contract with Blum Construction

City Council is requested to consider a Construction Manager at Risk (CMAR) Contract for Services with Blum Construction, approve the proposal for Pre-Construction Services in the amount of \$77,400, and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

Approved by the Consent Vote.

2024-325 Consideration of an Agreement for Services with the FMRT Group, LLC

City Council is requested to consider an Agreement for Services with the FMRT Group with an annual cost not to exceed \$100,000 per year and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

Approved by the Consent Vote.

2024-326 Consideration of a Contract for Professional Services with RS&H Architects-Engineers-Planners, Inc.

City Council is requested to consider a Contract for Professional Services with RS&H Architects-Engineers-Planners, Inc. in the amount of \$1,522,524 and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

Approved by the Consent Vote.

2024-329 Consideration of a Contract with Envisio Solutions, Inc.

City Council is requested to consider a Contract for a strategic initiatives application with Envisio Solutions, Inc. in the amount of \$183,208.58 and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

Approved by the Consent Vote.

2024-330 Consideration of Approval of Minutes

City Council is requested to approve the following minutes:

Finance Committee Minutes - July 11, 2024, at 4:00 p.m.

Manager's Briefing Minutes - July 15, 2024, at 4:00 p.m.

Regular Meeting of the High Point City Council Minutes - July 15, 2024, at 5:30 p.m.

Transparency, Engagement & Communication Committee Minutes - July 17, 2024, at 9:00 a.m.

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

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

Community Development Committee Minutes - August 6, 2024, at 4:00 p.m.

Approved by the Consent Vote.

GENERAL BUSINESS AGENDA

2024-327 Consideration of Funding for Outside Non-Profit Organizations – High Point Regional Health System

City Council is requested to modify the entity receiving American Rescue Plan Act (ARPA)-enabled funds from High Point Regional Health Foundation to High Point Medical Center.

Mayor Jefferson offered his recusal on the item due to his service on the Board of the High Point Regional Foundation.

A motion was made by Council Member Cook, seconded by Council Member Johnson, to recuse Mayor Jefferson from the vote.

Motion carried with the following vote:

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

Stephen Hawryluk, Budget & Performance Director, indicated there was no change to the scope and that there were only changes to the entity receiving the funding.

A motion was made by Council Member Andrew, seconded by Council Member Johnson, to approve agenda item 2024-327.

Motion carried with the following vote:

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

2024-332 Consideration of Revisions to Boards and Commission Liaison Members

City Council is requested to confirm the appointment of Council Member Cook as Liaison to the Guilford County Continuum of Care Board.

A motion was made by Mayor Pro Tempore Holmes, seconded by Council Member Andrew, to approve agenda item 2024-332.

Motion carried with the following vote:

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

2024-333 Consideration of Appointments to the Citizen's Advisory Council

City Council is requested to confirm the appointment of Allen Broach to the Citizens Advisory Council; term effective immediately and expiring on May 31, 2026, and the appointment of Marcus Bingham to the Citizens Advisory Council; term effective immediately and expiring on May 31, 2025.

Council Member Moore thanked Mr. Bingham for stepping into the role.

A motion was made by Council Member Moore, seconded by Council Member Peters, to approve agenda item 2024-333.

Motion carried with the following vote:

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

2024-334 Consideration of an Appointment to the Parks and Recreation Commission

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

Council Member Cook said Mr. Hollis, an active user of the Greenway and City parks, had just moved to High Point and was looking for ways to get involved in the community. She indicated she was excited to see what he accomplishes in the role.

A motion was made by Council Member Peters, seconded by Council Member Cook, to approve agenda item 2024-334.

Motion carried with the following vote:

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

ADJOURNMENT

Council Member Harman mentioned the four pickleball courts being installed at Allen Jay Recreation Center and thanked Lee Tillery, Parks & Recreation Director for making it happen.

Mayor Jefferson spoke on the upcoming Carolina Core soccer game and mentioned a special surprise at the event. He also expressed his excitement over the recent swearing-in ceremony of new Police Chief, Curtis Cheeks.

Council Member Moore said Coltrane Festival tickets were on sale and spoke on how it was a great way to celebrate the City of High Point and attract visitors to the city.

There being no further business to come before the City Council, the meeting adjourned at 5:53 p.m.

Respectfully Submitted,

Cyril Jefferson, Mayor

Attest:

Alison Glynn, Deputy City Clerk

CITY OF HIGH POINT

AGENDA ITEM

TITLE: Asphalt Paver	
FROM: Kevin Rogers, Fleet Director	MEETING DATE: September 16, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Formal Bid Recommendation	

PURPOSE: Purchase of an additional asphalt paver for the Streets Division.

BACKGROUND: The Streets Division received funding in the 2024-2025 budget for an additional asphalt paver. Using Sourcewell contract pricing, Ascendum Machinery has a Lee Boy 8515E Paver that will meet their needs. The price of \$265,546.40 is for the paver, delivery, and training. Delivery is estimated to be less than two (2) months.

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

RECOMMENDATION/ACTION REQUESTED: The Fleet Services Department recommends purchasing one (1) Lee Boy 8515E Paver from Ascendum Machinery in the amount of \$265,546.40.



BID RECOMMENDATION

DEPARTMENT **Fleet Services Department**

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

BID NO. **Sourcewell** CONTRACT NO. **060122-VTL** DATE OPEN:

DESCRIPTION:

2024 Lee Boy 8515E Paver

PURPOSE:

The streets division received funding in the 2024-2025 budget for an additional asphalt paver. Using the Sourcewell Contract# 060122-VTL a Lee Boy 8515E Paver has been recommended for Council approval.

COMMENTS:

The price of \$265,546.40 is for the paver, delivery, and training. Estimated delivery is less than two (2) months.

RECOMMEND AWARD TO: **Ascendum Machinery** AMOUNT: **\$265,546.40**

JUSTIFICATION:

Using the bid allows the City of High Point to take advantage of the volume discount offered through the Sourcewell Contract.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			\$265,546.40
TOTAL BUDGETED AMOUNT				\$265,546.40

DEPARTMENT HEAD: **KEVIN ROGERS** Digitally signed by KEVIN ROGERS Date: 2024.08.30 10:03:07 -04'00' DATE: **08/30/2024**

The Purchasing Division concurs with recommendation submitted by the **Fleet Department** and recommends award to the lowest responsible, responsive bidder **Ascendum Machinery** in the amount of **\$265,546.40**

PURCHASING MANAGER: **Candy E. Harmon** Digitally signed by Candy E. Harmon Date: 2024.08.30 11:09:02 -04'00' DATE: **8/30/2024**

FINANCIAL SERVICES DIRECTOR: **Bobby Fitzjohn** Digitally signed by Bobby Fitzjohn Date: 2024.08.30 11:17:40 -04'00' DATE: **8/30/24**

Approved for Submission to Council

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

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of Funding for Friends of Coltrane and Greater High Point Food Alliance - Outside Non-Profit Organizations	
FROM: Stephen M. Hawryluk, Budget & Performance Director	MEETING DATE: September 16, 2024
PUBLIC HEARING: No	ADVERTISED DATE/BY: N/A
ATTACHMENTS: None	

PURPOSE: The Finance Committee is responsible for reviewing outside non-profit organization funding requests and making recommendations to the City Council regarding annual funding levels.

BACKGROUND: Outside non-profit organizations submitted requests in the amount of \$2,294,220 for FY 2024-25.

The historic policy has been to allocate 1/3 of one penny of the tax rate to be distributed to the organizations, which is equal to \$454,155 for the current fiscal year.

On September 12, 2024, the Finance Committee approved funding for:

Friends of Coltrane in the amount of \$10,000

Greater High Point Food Alliance in the amount of \$25,000

BUDGET IMPACT: Funding is available in the FY 2024-25 budget.

RECOMMENDATION/ACTION REQUESTED: City Council is requested to approve recommendations for funding the outside non-profit organizations.



CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Contract with Motorola Solutions, Inc	
FROM: Adam Ward, IT Services Director	MEETING DATE: September 16, 2024
PUBLIC HEARING: No	ADVERTISED DATE/BY:
ATTACHMENTS: Motorola Solutions Inc. Quote Council Recommendation Form	

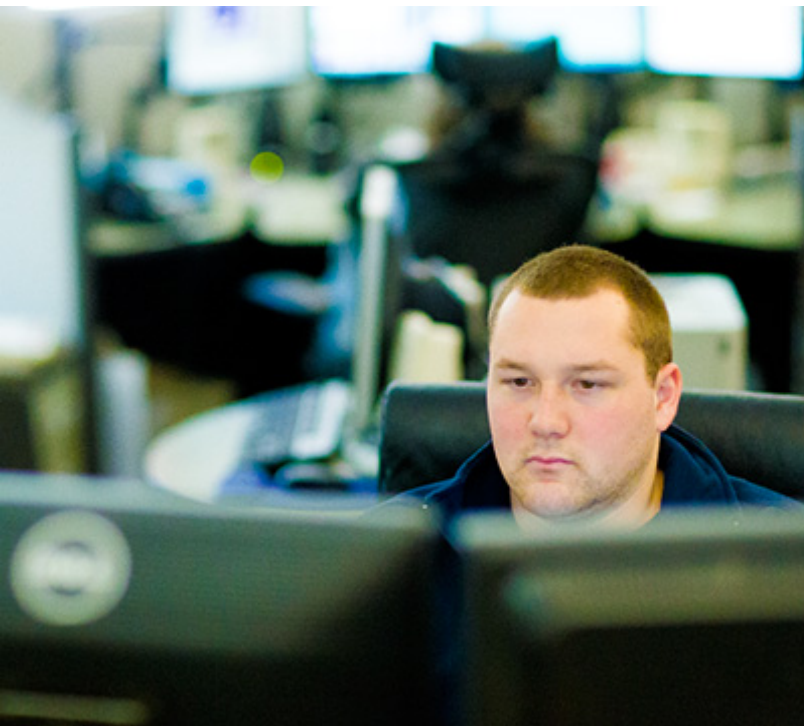
PURPOSE: Purchasing Motorola portable radios to replace older equipment.

BACKGROUND: The IT Services Department recommends the City purchase 95 portable radios and supporting materials. This acquisition is part of the annual radio replacement cycle. The radios purchased will replace units that are at the end of their supported life. If possible, any units replaced will be evaluated and cannibalized for parts. The total purchase amount is \$583,729.40. The purchase will occur under the North Carolina 725G purchasing contract.

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

RECOMMENDATION /ACTION REQUESTED: The Department of IT Services recommends that the vendor Motorola Services, Inc. be awarded the contract. We further recommend that City Council approve the contract and that the appropriate City official and/or employee be authorized to execute all necessary documents.





HIGH POINT, CITY OF

07/08/2024

07/08/2024

HIGH POINT, CITY OF
PO BOX 230
HIGH POINT, NC 27261

Dear Lee Stanley,

Motorola Solutions is pleased to present HIGH POINT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide HIGH POINT, CITY OF with the best products and services available in the communications industry. Please direct any questions to James Field at Brandon.Field@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

James Field

Billing Address:
HIGH POINT, CITY OF
PO BOX 230
HIGH POINT, NC 27261
US

Quote Date:07/08/2024
Expiration Date:10/06/2024
Quote Created By:
James Field
Brandon.Field@
motorolasolutions.com

End Customer:
HIGH POINT, CITY OF
Lee Stanley
lee.stanley@highpointnc.gov
3368833404

Contract: 19144 - 725G NORTH
CAROLINA, STATE OF (NON-ARIBA
BASED POS)

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000				
1	H98UCH9PW7BN	APX6000 700/800 MODEL 3.5 PORTABLE	95	\$4,104.00	\$2,913.84	\$276,814.80
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	95	\$6.00	\$4.26	\$404.70
1b	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	95	\$110.00	\$78.10	\$7,419.50
1c	QA01833AH	ADD: EXTREME 1-SIDED NOISE REDUCTION	95	\$28.00	\$19.88	\$1,888.60
1d	Q361AR	ADD: P25 9600 BAUD TRUNKING	95	\$330.00	\$234.30	\$22,258.50
1e	Q58AL	ADD: 3Y ESSENTIAL SERVICE	95	\$184.00	\$184.00	\$17,480.00
1f	QA00580AC	ADD: TDMA OPERATION	95	\$495.00	\$351.45	\$33,387.75
1g	QA01768AA	ENH: ENHANCED ZONE BANK	95	\$83.00	\$58.93	\$5,598.35
1h	QA07576AB	ALT: TIA4950 BATT IMPRES 2 LIION 4600MAH (PMNN4573A)	95	\$191.10	\$135.68	\$12,889.60
1i	H38BT	ADD: SMARTZONE OPERATION	95	\$1,320.00	\$937.20	\$89,034.00
1j	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	95	\$567.00	\$402.57	\$38,244.15
1k	H869BZ	ENH: MULTIKEY	95	\$363.00	\$257.73	\$24,484.35



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1l	QA01767AT	ADD: P25 LINK LAYER AUTHENTICATION	95	\$110.00	\$78.10	\$7,419.50
1m	QA03399AA	ADD: ENHANCED DATA APX	95	\$165.00	\$117.15	\$11,129.25
1n	Q629AK	ENH: AES ENCRYPTION AND ADP	95	\$523.00	\$371.33	\$35,276.35
1o	QA09113AB	ADD: BASELINE RELEASE SW	95	\$0.00	\$0.00	\$0.00

Grand Total**\$583,729.40(USD)**

**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: Information Technology Services

COUNCIL AGENDA DATE: 9/16/24

BID NO.: N/A

CONTRACT NO.: NC 725G

DATE OPENED: N/A

DESCRIPTION:

Annual Motorola radio equipment refresh.

PURPOSE:

The IT Services Department recommends the City purchase 95 portable radios and supporting materials. This acquisition is part of the annual radio replacement cycle. The radios purchased will replace units that are at the end of their supported life. If possible, any units replaced will be evaluated and cannibalized for parts. The purchase will occur under the North Carolina 725G purchasing contract.

COMMENTS:

The City will use existing funds in the FY 23-24 budget to purchase the radios from Motorola Solutions, Inc. If possible, any units replaced will be evaluated and cannibalized for parts.

RECOMMEND AWARD TO: Motorola Solutions, Inc.

AMOUNT: \$583,729.40

JUSTIFICATION:

The City needs to purchase Motorola portable radios to replace older equipment.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501243	522601			\$583,729.40
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: Adam Ward

Digitally signed by Adam Ward
Date: 2024.08.26 19:47:21 -04'00'

DATE: 8/26/24

The Purchasing Division concurs with recommendation submitted by the [redacted] and recommends award to the lowest responsible, responsive bidder [redacted] in the amount of \$ [redacted].

PURCHASING MANAGER: [redacted]

DATE: [redacted]

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR: [redacted]

DATE: [redacted]

CITY MANAGER: [redacted]

DATE: [redacted]

CITY OF HIGH POINT

AGENDA ITEM

TITLE: Ford F750 with Godwin 14 Foot Dump Body	
FROM: Kevin Rogers, Fleet Director	MEETING DATE: September 16, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Formal Bid Recommendation	

PURPOSE: The Water Mains Division is currently utilizing a Ford F750 truck that needs replacement based on age and overall condition. Using the NC State Contract# 2510A a 2025 Ford F750 truck is being recommended for council approval.

BACKGROUND: The Water Mains Division is currently utilizing a Ford F750 that needs replacement due to age and overall condition. Piedmont Truck Center has the 2025 Ford F750 that will continue to meet their needs. The price of \$110,149.20 is for the truck, dump body, delivery, and training. Delivery is estimated to be less than 365 days.

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

RECOMMENDATION/ACTION REQUESTED: The Fleet Services Department recommends purchasing one Ford F750 Truck from Piedmont Truck Center in the amount of \$110,149.20 and declaring the current truck as surplus and disposing through the online auction process.



BID RECOMMENDATION

DEPARTMENT **Fleet Services Department**

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

BID NO. **NC State Contract** CONTRACT NO. **2510A** DATE OPEN:

DESCRIPTION:

2025 Ford F750 Truck with 14' Godwin Dump Body

PURPOSE:

The Water Mains Division is currently utilizing a Ford F750 truck with a dump bed that need replacement due to age and condition. Using the NC State Contract# 2510A a 2025 Ford F750 truck with Godwin 14' Dump body is being recommended for Council approval.

COMMENTS:

The price of \$110,149.20 is for truck, dump body, delivery, and training. Estimated delivery is less than 365 days.

RECOMMEND AWARD TO: **Piedmont Truck Center** AMOUNT: **\$110,149.20**

JUSTIFICATION:

Using the bid allows the City of High Point to take advantage of the volume discount offered through the NC State Contract.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			\$110,149.20
TOTAL BUDGETED AMOUNT				\$110,149.20

DEPARTMENT HEAD: **KEVIN ROGERS** Digitally signed by KEVIN ROGERS Date: 2024.08.30 08:44:56 -04'00' DATE: **08/30/2024**

The Purchasing Division concurs with recommendation submitted by the **Fleet Department** and recommends award to the lowest responsible, responsive bidder **Piedmont Trucks** in the amount of **\$110,149.20**

PURCHASING MANAGER: **Candy E. Harmon** Digitally signed by Candy E. Harmon Date: 2024.08.30 12:39:58 -04'00' DATE: **8/30/2024**

FINANCIAL SERVICES DIRECTOR: **Bobby Fitzjohn** Digitally signed by Bobby Fitzjohn Date: 2024.08.30 14:39:09 -04'00' DATE: **8/30/24**

Approved for Submission to Council

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

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Mimecast Services Annual Renewal	
FROM: Virginia Baskins, Assistant Director Information Technology Services	MEETING DATE: September 16, 2024
PUBLIC HEARING: No	ADVERTISED DATE/BY:
ATTACHMENTS: SHI, Inc. Quote Formal Bid Recommendation Form	

PURPOSE: Annual renewal of subscription-based services provided by Mimecast.

BACKGROUND: Mimecast provides email security, archiving, and continuity services to the City of High Point. Mimecast also provides protection from malicious URLs, weaponized attachments, phishing attacks, and impersonation attempts via Mimecast's cloud subscription services. The cost to renew these services is \$106,459.86. This renewal allows the City to continue the use of these services. This purchase will occur under the Omnia Partners - IT Solutions Contract #: 2018011-02.

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

RECOMMENDATION /ACTION REQUESTED: The Department of Information Technology Services recommends approval of the contract and that the appropriate City official and/or employee be authorized to execute all necessary documents.





Pricing Proposal
Quotation #: 25192649
Created On: 8/14/2024
Valid Until: 9/27/2024

NC-City of High Point

Allen Eudy
211 S Hamilton St
High Point, NC 27261
UNITED STATES
Phone: 336-883-3698
Fax:
Email: allen.eudy@highpointnc.gov

Inside Account Manager
(IAM)

Wan Tangtrakul
290 Davidson Avenue
Somerset, NJ 08873
Phone: 800-715-3197
Fax: 732-868-6055
Email: SoutheastTeamGov@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Mimecast 365 Protect Plus Mimecast - Part#: M_M365-PROTECT-PLUS_1000A Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 9/28/2024 – 9/27/2025	1600	\$47.20	\$75,520.00
2 Mimecast A1 Mimecast - Part#: M_A1_1000_A Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 9/28/2024 – 9/27/2025	1600	\$16.84	\$26,944.00
3 Mimecast Mimecast - Part#: M_ADV-SP_1_A Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 9/28/2024 – 9/27/2025	1	\$3,995.86	\$3,995.86
			*Tax \$0.00
			Total \$106,459.86

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Mimecast has a no returns policy.

Please Note: all MIMECAST maintenance/subscriptions are auto-renewed and require cancellation prior to 90 days of the executed renewal date. Customers who purchased Mimecast before August 2023 will still fall under Mimecast’s 30-day auto-renewal policy.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

This manufacturer has the potential for auto-renewal. You will receive an automated notification prior to the cancellation deadline informing you of the upcoming renewal date. If SHI doesn’t receive written confirmation to cancel the renewal within the manufacturer’s required time period prior to the renewal date, SHI will automatically be invoiced against the original PO. Once SHI has been invoiced, you will be invoiced against the original PO. If your company requires a new PO, please be sure to provide that

prior to invoicing.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: Information Technology Services

COUNCIL AGENDA DATE: September 16, 2024

BID NO.: CONTRACT NO.: 2018011-02

DATE OPENED:

DESCRIPTION:

Mimecast provides email security, archiving, and continuity services to the City of High Point. Mimecast also provides protection from malicious URLs, weaponized attachments, phishing attacks, and impersonation attempts via Mimecast's cloud subscription services.

PURPOSE:

Annual renewal for cloud based services provided by Mimecast.

COMMENTS:

The cost to renew these services is \$106,459.86. This renewal allows the City to continue the use of these services. This purchase will occur under the Omnia Partners - IT Solutions Contract #: 2018011-02.

RECOMMEND AWARD TO: SHI, Inc.

AMOUNT: \$106,459.86

JUSTIFICATION:

The subscription and support agreement referenced in this document are pre-existing. This acquisition, is a renewal of those services.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
101241	527216			\$106,459.86
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD:

Adam Ward

DATE: 8/23/24

The Purchasing Division concurs with recommendation submitted by the Information Services and recommends award to the lowest responsible, responsive bidder SHI, Inc in the amount of \$ 106,459.86.

PURCHASING MANAGER: Candy E. Harmon Digitally signed by Candy E. Harmon
Date: 2024.08.23 12:49:34 -04'00'

DATE: 8/23/2024

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn
Date: 2024.08.29 08:11:02 -04'00'

DATE:

CITY MANAGER:

DATE:

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of Funding for High Point School Partnership - Outside Non-Profit Organization	
FROM: Stephen M. Hawryluk, Budget & Performance Director	MEETING DATE: September 16, 2024
PUBLIC HEARING: No	ADVERTISED DATE/BY: N/A
ATTACHMENTS: None	

PURPOSE: The Finance Committee is responsible for reviewing outside non-profit organization funding requests and making recommendations to the City Council regarding annual funding levels.

BACKGROUND: Outside non-profit organizations submitted requests in the amount of \$2,294,220 for FY 2024-25.

The historic policy has been to allocate 1/3 of one penny of the tax rate to be distributed to the organizations, which is equal to \$454,155 for the current fiscal year.

On September 12, 2024, the Finance Committee approved funding for:

High Point School Partnership in the amount of \$15,000

BUDGET IMPACT: Funding is available in the FY 2024-25 budget.

RECOMMENDATION/ACTION REQUESTED: City Council is requested to approve the recommendation for funding the outside non-profit organization.



CITY OF HIGH POINT

AGENDA ITEM



TITLE: Approval of Minutes	
FROM: City Clerk's Office	MEETING DATE: September 16, 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 – August 15, 2024 @ 4:00 p.m.

Manager's Briefing Minutes – August 19, 2024 @ 4:00 p.m.

Regular Meeting of the High Point City Council Minutes – August 19, 2024 @ 5:30 p.m.



**Office of the Mayor
City of High Point
North Carolina**

PROCLAMATION...

WHEREAS, The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2024, marks the two hundred and thirty-seventh anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW THEREFORE I, Cyril Jefferson, Mayor of High Point, North Carolina, do hereby proclaim the period beginning September 17 and ending September 23, 2024, as

CONSTITUTION WEEK

and ask our citizens to reaffirm the ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

WITNESS my hand and the Corporate Seal of the City of High Point, North Carolina, this the 16th day of September 2024.

Cyril Jefferson, Mayor

CITY OF HIGH POINT

AGENDA ITEM

TITLE: Western Star Tandem Dump Truck	
FROM: Kevin Rogers, Fleet Director	MEETING DATE: September 16, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Formal Bid Recommendation	

PURPOSE: The Streets and Storm Water Divisions are currently utilizing tandem dump trucks that need replacement based on age and overall condition. Using the NC Sheriff's Association Contract# 24-08-0421R, two (2) Western Star 47X tandem dump trucks with Godwin Bodies are being recommended for council approval.

BACKGROUND: The Streets and Storm Water Divisions are currently utilizing trucks that need replacement based on their age, condition, and operating hours. Piedmont Truck Center has the Western Star 47X tandem dump truck with Godwin Body that will continue to meet their needs. The price of \$235,290 is for the dump truck, snowplow equipment, extended warranty, operator training, and delivery. The second truck is \$228,534. The cost for the two (2) is \$463,824. Delivery is estimated to be 280-365 days.

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

RECOMMENDATION/ACTION REQUESTED: The Fleet Services Department recommends Council approve purchasing two (2) Western Star 47X tandem dump trucks with Godwin Bodies from Piedmont Truck Center and declaring the existing equipment as surplus and disposing of through the online disposal process.



BID RECOMMENDATION

DEPARTMENT **Fleet Services Department**

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

BID NO. **NC Sheriff's Association** CONTRACT NO. **24-08-0421R** DATE OPEN:

DESCRIPTION:

2025 Western Star with Godwin body, plow, and spreader.

PURPOSE:

The Storm Water and Streets Division are currently using tandem dump trucks that need to be replaced due to age and overall condition. The new Western Star trucks will meet their current needs.

COMMENTS:

The price of \$235,290 is for the truck, training, snow plow, spreader, extended warranty, and delivery. The second truck is \$228,534 The total cost of two (2) is \$463,824. Estimated delivery is 280-365 days.

RECOMMEND AWARD TO: **Piedmont Truck Center** AMOUNT: **\$463,824**

JUSTIFICATION:

Using the bid allows the City of High Point to take advantage of the volume discount offered through the NC Sheriff's Association.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			\$463,824
TOTAL BUDGETED AMOUNT				\$463,824

DEPARTMENT HEAD: **KEVIN ROGERS** Digitally signed by KEVIN ROGERS Date: 2024.08.30 08:49:42 -04'00' DATE: **08/30/2024**

The Purchasing Division concurs with recommendation submitted by the **Fleet Department** and recommends award to the lowest responsible, responsive bidder **Piedmont Truck Center** in the amount of **\$463,824.00**

PURCHASING MANAGER: **Candy E. Harmon** Digitally signed by Candy E. Harmon Date: 2024.08.30 11:56:01 -04'00' DATE: **8/30/2024**

FINANCIAL SERVICES DIRECTOR: **Bobby Fitzjohn** Digitally signed by Bobby Fitzjohn Date: 2024.08.30 14:38:17 -04'00' DATE: **8/30/24**

Approved for Submission to Council

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

**AN ORDINANCE AMENDING SECTION 11-11-1 SOCIAL DISTRICTS
OF THE HIGH POINT CODE OF ORDINANCES**

WHEREAS, the North Carolina General Assembly passed and Governor Cooper signed into law on September 10, 2021 An Act To Make Various Changes To The Alcoholic Beverage Control ("ABC") Commission Laws ("House Bill 890"), which authorizes cities to adopt an ordinance designating social districts in accordance with North Carolina General Statutes;

WHEREAS, the North Carolina General Assembly passed and Governor Cooper signed into law on July 7, 2022 Social District/Common Area Clarifications ("House Bill 211"), which provided much needed clarity to some areas of House Bill 890;

WHEREAS, social districts are defined areas in which a person may consume alcoholic beverages sold by an ABC Permittee (as defined below), with the goal of encouraging foot traffic to downtown businesses;

WHEREAS, to further this important goal, on March 21, 2022, the City of High Point ("City") adopted an ordinance designating the Catalyst Social District;

WHEREAS, on June 6, 2021 and December 6, 2022, the City amended its ordinance to expand the boundaries of the Catalyst Social District and comply with House Bill 211;

WHEREAS, May 20, 2024, the City amended its ordinance to designate a second social district called the Uptowne Social District; and

WHEREAS, the now City desires to change the name of the Catalyst Social District to the Downtown Social District.

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

Section 11-11-1 of the High Point Code of Ordinances is hereby amended as follows:

1. **Designation.** Pursuant to the provisions of G.S. 160A-205.4, one (1) or more social districts may be designated within the City.
2. **Management.** Social Districts shall be designated, managed, and maintained in accordance with the requirements contained in G.S. 160A-205.4 and G.S. 18B-300.1. The City reserves the right to suspend alcohol consumption in all or part of a social district.
3. **Social Districts.** The City hereby designates the following:
 - (a) ~~Catalyst~~ Downtown Social District, which is designated as the area within the City as more particularly described on Exhibit A, incorporated by reference and attached hereto, available in the City Clerk's Office, and posted on the City's website.

(b) Uptowne Social District, which is designated as the area within the City as more particularly described on Exhibit B, incorporated by reference and attached hereto, available in the City Clerk's Office, and posted on the City's website.

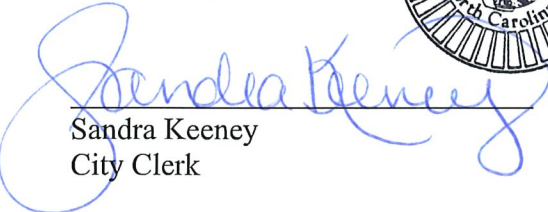
4. **Registration.** Any business located in or contiguous to a social district that holds a valid Alcoholic Beverage Control Commission permit ("ABC Permittee") and desires to engage as a social district participant shall register with the City by completing and submitting all required paperwork.
5. **Customer Possession and Consumption.** If it wishes to do so, an ABC Permittee or non-permittee business may allow a customer to possess and consume on the business's premises alcoholic beverages purchased from any ABC Permittee located in or contiguous to the social district. If it wishes to do so, the ABC Permittee or non-permittee business, during the times when the social district is active, shall clearly post uniform signage stating that it allows possession and consumption on the business's premises of alcoholic beverages purchased from any ABC Permittee located in or contiguous to the social district.
6. **Compliance with Laws.** The social district participant shall be solely responsible to operate its business in accordance with all applicable laws, rules, regulations, and ordinances. The City reserves the right to revoke a social district participant's registration at any time if it violates any applicable law, rule, regulation, or ordinance.
7. **Violation.** Any violation of this section is punishable as a misdemeanor.

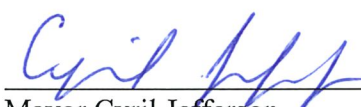
This amendment shall become effective October 1, 2024.

Adopted this the 16 of September, 2024.



ATTESTED:


Sandra Keeney
City Clerk


Mayor Cyril Jefferson

CITY OF HIGH POINT

AGENDA ITEM

TITLE: Vegetation Management System – AiDash Agreement – Sole Source	
FROM: Tyler Berrier, PE – Electric Utilities Director	MEETING DATE: September 16, 2024
PUBLIC HEARING: No	ADVERTISED DATE/BY: Sole Source
ATTACHMENTS: Vendor Proposal AiDash Pilot Info Sole Source Justification Form	

PURPOSE: Procurement of a Vegetation Management solution for better data to develop trim plans for our tree trimming program around power lines.

BACKGROUND: Over the past year, the Electric Utilities department has been piloting a vegetation management program, AiDash. This system utilizes AI and satellite imagery to identify and create a mitigation plan for areas of the system that are most at risk for vegetation/tree related outages. During the pilot period, for the first time ever, we were able to assess our entire overhead distribution network, over 400 miles of overhead lines, for vegetation encroachment. We now have a data driven multi-year vegetation management plan in place.

BUDGET IMPACT: Funds are included in the Electric operating budget to cover this system.

RECOMMENDATION/ACTION REQUESTED: City Council is recommended to consider a contract with AiDash for \$61,000 per year for a total of \$183,000 over a 3-year period and authorize the appropriate City Official(s) to execute all necessary documents.



AiDash Sales Order # _____

Product and Services Pricing and Additional Terms

This Sales Order is entered into as of January 1, 2025 ("Effective Date") by and between AiDash, Inc. ("AiDash"), a Delaware Corporation with a primary address of 3031 Tisch Way, ST 110 Plaza West, San Jose, CA 95128 The City of High Point ("Customer") a municipality with a primary address of 211 S. Hamilton P.O Box 230 High Point, NC 27261. This Sales Order is issued pursuant to, and is governed by and is subject to the terms and conditions of the Master Subscription Services Agreement, dated January 1, 2025, by and between AiDash and Customer (the "Agreement"). Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Agreement.

Customer has purchased following AiDash Products and Services under this order:

1. AiDash Intelligent Vegetation Management System (IVMS)

a. Software Distribution Model: Software-as-a-Service ("SaaS")

b. Term, Renewal & Upgrade:

- Initial Term: 3 years |
- Renewal: The agreement shall automatically renew for additional 3 year term upon completion of the initial term unless either party notifies the other party of its election not to renew at-least 60 calendar days before the end of term. AiDash reserves the right to increase the Annual Fee applicable to any Agreement, provided that (i) such fees may not be increased more than one time per annum and (ii) such increase may not exceed five percent (5%) over the prior year's Annual Fee.
- Upgrade: Customer can upgrade to a higher tier or purchase add-on modules at any time of the term by paying an applicable upgrade fee on a prorate basis for the rest of the term.

c. Number of users: unlimited (internal users and contractors of the Customer)

d. Number of overhead line miles and type:

- Distribution: 488
- Transmission:

e. Product Software Plan Purchased:

- Base Plan: Premium (Base Software Plans are described in Exhibit A)
- Add-on modules / upgrades purchased: List the add-on modules and features purchased
(e.g., Climate Risk Assessment for Veg Management Activity -> Storm Risk Assessment)
(e.g. Work Units & Advanced Bid Packets -> Effort & Should Cost Estimate)
 - i. Add-on Module/Upgrade Purchased: N/A

f. Support: Standard Support is included in all tiers. Support SLA is described in Exhibit B.

g. Implementation, Configuration and Integration:

- Implementation, configuration and integration includes the following services to get Customer's SaaS instance set up and ready to use:
 - i. Create IVMS instance and make it available to Customer's team
 - ii. Set up single sign-on ("SSO") and configure application and security settings including any integrations (if needed).
 - a. Create roles, access privileges based on Customer's needs/requirements.
 - iii. Configure the IVMS application including company logo, branding, list and form layout, etc.
 - a. Configuration will be done for each module included with the subscription purchase.
 - iv. Data ingestion including but not limited to shape files, past outage history, past vegetation management history, etc.
 - v. Set up and configure the mobile application with desired permissions and user roles.
 - vi. Standard training and change management.

h. Professional Services

(If additional professional services are purchased, see Statement of Work ("SOW") at Exhibit C.

i. Fees & Payment Terms:

SaaS Fee	Amount (US\$)
Annual SaaS Fee	\$61,000.00
Total Fee for the Entire Term	\$183,000.00

Implementation, Configuration and Integration Fee	Amount (US\$)
One-time Implementation, Configuration and Integration Fee	-

Invoicing and other terms

1. Invoice for Implementation & Configuration fee (one-time) shall be raised in advance at start of the engagement.
 - a. Billing contact: Tyler Berrier
 - b. Billing Contact Email Address: tyler.berrier@highpointnc.gov
2. Invoice for SaaS Fee (Payable annually) shall be raised in advance every year of the term.
3. The above amounts do not include any Sales tax / Use tax. This shall be assessed by the Customer. Any applicable Sales tax / Use tax shall be charged extra.

Professional Services Fee	Amount (US\$)
See Exhibit C for additional Professional Services details, pricing and SOW	

IN WITNESS whereof the parties or their duly authorized representatives have entered into this Sales Order on the date set out above.

Customer:

AiDash Inc.

By :

Name :

Title :

Date :

By :

Name :

Title :

Date :

EXHIBIT A: AiDash IVMS SaaS Plans

Legend			
 Available	 Not Available	 Coming Soon	 Additional Fee

AiDash IVMS MODULES & FEATURES (For Electric Utilities -> Distribution)		ESSENTIAL	STANDARD	PREMIUM	SELECT	CUSTOM
Remote Survey (Powered by SatelliteVision & VegetationAI)						
✓	% of OverHead Network Surveyed each Year * 60% & 30% options available. IVMS will always be deployed on 100% of the network irrespective of the % of network surveyed each year.	= (One time survey & analysis included for upto 250 line miles; demonstrating key modules / functionalities of PREMIUM Plan)	100%*	100%*	100%*	Custom
✓	Spatial resolution of multispectral satellite data AiDash shall use the or better resolution satellite imagery for most of the network in scope. In some cases, non-satellite visual imagery may be used instead of satellite imagery. Such imagery shall always be of same or better resolution.	= (50 cm for one time survey of 250 line miles)	50 cm	50 cm	30 cm	Custom
✓	Raw satellite imagery delivered to customer for internal use	=	Yes 	Yes 	Yes 	Custom
✓	Supplemental remote sensing data fusion AiDash may procure & fuse other remote sensing data (like SAR, Satellite Imagery, IR Satellite Imagery, LiDAR data, Aerial imagery etc.). This will NOT incur any additional cost. If client has existing LiDAR / Aerial survey program, the data from these programs may also be ingested if useful. This may incur additional cost.	= (for one time survey of 250 line miles)	Yes	Yes	Yes	Custom
✓	Tree Health Survey	=	—	Yes 	Yes	Custom
	Bug Infestation Survey	=	=	=	Yes 	Custom
	Retrospection	=	Yes	Yes	Yes	Custom
Climate Risk Assessment for Veg Management Activities						
✓	Weather Widget with Notification	=	Yes	Yes	Yes	Custom
✓	Storm Risk Assessment	=	Yes 	Yes 	Yes 	Custom
✓	Wildfire Risk Assessment	=	Yes 	Yes 	Yes 	Custom
Data-Driven Analysis for Regulatory / Budgeting Support 						
✓	Rate Case Support	=	Yes	Yes	Yes	Custom
✓	Compliance Reports	=	Yes	Yes	Yes	Custom
✓	Budget Planning	=	Yes	Yes	Yes	Custom

AIDash IVMS MODULES & FEATURES (For Electric Utilities -> Distribution)		ESSENTIAL	STANDARD	PREMIUM	SELECT	CUSTOM
Cycle / Routine Veg Management		 (at feeder level)	 (at feeder level)	 (at feeder & sub-feeder level)	 (at feeder, sub-feeder & span level)	
✓	Next Trim Year (NTY) prediction	=	Yes	Yes	Yes	Custom
✓	Grow-in Risk Assessment	=	=	Yes	Yes	Custom
✓	Fall-in Risk Assessment	=	=	Yes	Yes	Custom
✓	Criticality Score	Standard	Standard	Advanced	Advanced	Custom
✓	Planning	Yes	Yes	Yes	Yes	Custom
✓	Execution	Yes	Yes	Yes	Yes	Custom
✓	Basic Bid Packets	Yes	Yes	Yes	Yes	Custom
	Retrospection	Yes	Yes	Yes	Yes	Custom
Danger / Hazard Tree Management						
✓	Hazard Tree Backlogging / Assessment	Yes	Yes	Yes	Yes	Custom
✓	Criticality Score	Standard	Standard	Advanced	Advanced	Custom
✓	Tree Health Analysis	=	=	Yes 	Yes	Custom
	Customer / 3rd party Reported Hazard Tree Backlogging	Yes	Yes	Yes	Yes	Custom
	Hazard Tree Hotspots for Surgical Inspection	Basic	Basic	Standard	Advanced	Custom
	Planning	Yes	Yes	Yes	Yes	Custom
	Execution	Yes	Yes	Yes	Yes	Custom
	Bug Infestation Analysis	=	=	=	Yes 	Custom
	Retrospection	Yes	Yes	Yes	Yes	Custom
Off-cycle / Hotspotting / Risk-based Veg Management				 (at feeder & sub-feeder level)	 (at feeder, sub-feeder & span level)	
✓	Grow-in Risk Assessment	=	=	Yes	Yes	Custom
✓	Fall-in Risk Assessment	=	=	Yes	Yes	Custom
✓	Criticality Score	=	=	Advanced	Advanced	Custom
✓	Planning	=	=	Yes	Yes	Custom
✓	Execution	=	=	Yes	Yes	Custom
	Retrospection	=	=	Yes	Yes	Custom

AiDash IVMS MODULES & FEATURES (For Electric Utilities -> Distribution)		ESSENTIAL	STANDARD	PREMIUM	SELECT	CUSTOM
Work Units & Advanced Bid Packets 						
✓	Access / Equipment Type Analysis	=	=	Yes	Yes	Custom
✓	Work Units	=	=	Yes	Yes	Custom
✓	Effort & Should Cost Estimate	=	=	Yes 	Yes	Custom
✓	Bid Packets	=	=	Yes	Yes	Custom
	Retrospection	=	=	Yes	Yes	Custom
Insights (Metrics & Predictions)						
✓	In-module insights	Yes <i>(Limited to insights that can be derived without remote survey)</i>	Yes	Yes	Yes	Custom
✓	Insights as a Service / API	=	=	=	Yes 	Custom
Custom Form Field & Custom Task						
	Custom Form Field <i>Create & manage form fields within modules (Cycle Trim etc.)</i>	Yes	Yes	Yes	Yes	Custom
	Custom Sub-Task <i>Create & manage tasks within modules (E.g. apply TGR when performing Cycle Trim)</i>	Yes	Yes	Yes	Yes	Custom
	Custom Task <i>Create & manage tasks as a separate module. (E.g. pole inspection)</i>	Yes	Yes	Yes	Yes	Custom
Reports & Dashboard						
✓	Pre-defined Reports & Dashboard	Yes	Yes	Yes	Yes	Custom
	Custom Reports & Dashboard	Yes	Yes	Yes	Yes	Custom
Enhanced Field Service Management 						
	Field Crew & Contractor Management	Yes	Yes	Yes	Yes	Custom
	Adhoc Task Dispatch & Management	Yes	Yes	Yes	Yes	Custom
	Timesheet Management	Yes	Yes	Yes	Yes	Custom
Mobile App						
✓	Platforms Supported	iOS Android	iOS Android	iOS Android	iOS Android	Custom
✓	Cycle Trim - Work Management	Yes	Yes	Yes	Yes	Custom
✓	Danger / Hazard Tree - Work Management	Yes	Yes	Yes	Yes	Custom
✓	Hotspotting / off-cycle VM - Work Management	No	No	Yes	Yes	Custom
✓	Offline Support	Yes	Yes	Yes	Yes	Custom
✓	Location Support	Yes	Yes	Yes	Yes	Custom
	Custom Task - Work Management	Yes	Yes	Yes	Yes	Custom
	Enhanced Field Service Management <i>*Available only if Enhanced Field Service Mgmt module is purchased</i>	Yes	Yes	Yes	Yes	Custom

AiDash IVMS MODULES & FEATURES (For Electric Utilities -> Distribution)		ESSENTIAL	STANDARD	PREMIUM	SELECT	CUSTOM
Implementation, Customization, Deployment & Support						
✓	Standard Setup, Implementation & Configuration	Yes	Yes	Yes	Yes	Custom
✓	Unique URL (<a href="https://ivms.<customername>.aidash.io">https://ivms.<customername>.aidash.io)	Yes	Yes	Yes	Yes	Custom
✓	Basic Customer Branding	Yes	Yes	Yes	Yes	Custom
✓	SSO / Domain Authentication	Yes	Yes	Yes	Yes	Custom
✓	Non-standard Integrations & Customizations	=	=	Yes 	Yes 	Custom
✓	Standard Support (Standard SLA, 9AM - 5PM, Mon-Fri)	Yes	Yes	Yes	Yes	Custom
✓	Enhanced Support (Custom SLA, e.g. 12/7/365, 24/7/365)	=	=	=	Yes 	Custom
✓	Guaranteed Dedicated Instance / Single tenant deployment	Yes 	Yes 	Yes 	Yes	Custom
Capital project geo-clustering & prioritization 						
	Geo-clustering of veg management projects with other capital projects	=	Yes	Yes	Yes	Custom
	Planning & prioritization of VM tasks based on capital projects	=	Yes	Yes	Yes	Custom
CRIS  (Upgrade Product - not part of core IVMS)						
✓	Weather Dashboard & Forecast	=	Yes	Yes	Yes	Custom
✓	Storm Management	=	Yes 	Yes 	Yes 	Custom
✓	Wildfire Management	=	Yes 	Yes 	Yes 	Custom
✓	Insights for PSPS	=	Yes 	Yes 	Yes 	Custom
IEMS  (Upgrade Product - not part of core IVMS)						
✓	Encroachment Management (E.g. illegal construction inside ROW)	=	Yes	Yes	Yes	Custom

AiDash IVMS MODULES & FEATURES (For Electric Utilities -> Transmission)		ESSENTIAL	PREMIUM	SELECT	CUSTOM
Remote Survey (Powered by SatelliteVision & VegetationAI)					
✓	% of OverHead Network Surveyed each Year <i>* 60% & 30% option available. IVMS will always be deployed on 100% of the network irrespective of the % of network surveyed each year.</i>	= (One time survey & analysis included for upto 250 line miles; demonstrating key modules / functionalities of PREMIUM Plan)	100%*	100%*	Custom
✓	Spatial resolution of multispectral/satellite data <i>AiDash shall use this or better resolution satellite imagery for most of the network in scope. In some cases, non-satellite visual imagery may be used instead of satellite imagery. Such imagery shall always be of same or better resolution.</i>	= (50 cm for one time survey of 250 line miles)	50 cm	30 cm	Custom
✓	Raw satellite imagery delivered to customer under internal use / derivative license	=	Yes	Yes	Custom
✓	Supplemental remote sensing data fusion <i>AiDash may procure & fuse other remote sensing data (like SAR Satellite imagery, IR Satellite imagery, LIDAR data, Aerial imagery etc.). This will NOT incur any additional cost. If client has existing LIDAR / Aerial survey program, the data from these programs may also be ingested, if useful. This may incur additional cost.</i>	= (for one time survey of 250 line miles)	Yes	Yes	Custom
✓	Tree Health Survey	=	=	Yes	Custom
	Bug Infestation Survey	=	=	Yes	Custom
	Retrospection	=	Yes	Yes	Custom
Climate Risk Assessment for Veg Management Activities					
✓	Weather Widget with Notification	=	Yes	Yes	Custom
✓	Storm Risk Assessment	=	Yes	Yes	Custom
✓	Wildfire Risk Assessment	=	Yes	Yes	Custom
Data Driven Analysis for Regulatory / Budgeting Support					
✓	Rate Case Support	=	Yes	Yes	Custom
✓	Compliance Reports	=	Yes	Yes	Custom
✓	Budget Planning	=	Yes	Yes	Custom

AIDash IVMS MODULES & FEATURES (For Electric Utilities -> Transmission)		ESSENTIAL	PREMIUM	SELECT	CUSTOM
Cycle / Routine Veg Management					
✓	RoW Vegetation Management	—	Yes	Yes	Custom
✓	Vegetation Profile Assessment (inside & outside RoW) <i>Vegetation height profile, clearance etc.</i>	—	Yes	Yes	Custom
✓	Grow-in Risk Assessment	—	Yes	Yes	Custom
✓	Fall-in Risk Assessment	—	Yes	Yes	Custom
✓	Recommended Actions (inside and outside RoW)	—	Yes	Yes	Custom
✓	Criticality Score	Standard	Advanced	Advanced	Custom
✓	Planning	Yes	Yes	Yes	Custom
✓	Execution	Yes	Yes	Yes	Custom
✓	Basic Bid Packets	Yes	Yes	Yes	Custom
	Retrospection	Yes	Yes	Yes	Custom
Danger / Hazard Tree Management					
✓	Hazard Tree Backlogging / Assessment	Yes	Yes	Yes	Custom
✓	Criticality Score	Standard	Advanced	Advanced	Custom
✓	Vegetation Profile Assessment (outside RoW) <i>Tree count, Striking tree count etc.</i>	—	Yes	Yes	Custom
✓	Tree Health Analysis	—	—	Yes	Custom
✓	Recommended Actions (outside RoW)	—	Yes	Yes	Custom
	Customer / 3rd party Reported Hazard Tree Backlogging	Yes	Yes	Yes	Custom
	Hazard Tree Hotspots for Surgical Inspection	Basic	Standard	Advanced	Custom
	Planning	Yes	Yes	Yes	Custom
	Execution	Yes	Yes	Yes	Custom
	Bug Infestation Analysis	—	—	Yes 	Custom
	Retrospection	Yes	Yes	Yes	Custom
Off-cycle / Hotspotting / Risk-based Veg Management					
✓	Grow-in Risk Assessment	—	Yes	Yes	Custom
✓	Fall-in Risk Assessment	—	Yes	Yes	Custom
✓	RoW Vegetation Management	—	Yes	Yes	Custom
✓	Vegetation Profile Assessment (inside & outside RoW) <i>Vegetation height profile, clearance etc.</i>	—	Yes	Yes	Custom
✓	Recommended Actions (inside and outside RoW)	—	Yes	Yes	Custom
✓	Criticality Score	—	Advanced	Advanced	Custom
✓	Planning	—	Yes	Yes	Custom
✓	Execution	—	Yes	Yes	Custom
	Retrospection	—	Yes	Yes	Custom

AiDash IVMS MODULES & FEATURES (For Electric Utilities -> Transmission)		ESSENTIAL	PREMIUM	SELECT	CUSTOM
Work Units & Advanced Bid Packets 📁		📁	✓	✓	✓
✓	Access / Equipment Type Analysis	=	Yes	Yes	Custom
✓	Work Units	=	Yes	Yes	Custom
✓	Effort & Should Cost Estimate	=	Yes 📁	Yes	Custom
✓	Bid Packets	=	Yes	Yes	Custom
🚚	Retrospection	=	Yes	Yes	Custom
Insights (Metrics & Predictions)		✓	✓	✓	✓
✓	In-module insights	Yes <i>(Limited to insights that can be derived without remote survey)</i>	Yes	Yes	Custom
✓	Insights as a Service / API	=	=	Yes 📁	Custom
Custom Form Field & Custom Task		✓	✓	✓	✓
🚚	Custom Form Field <i>Create & manage form fields within modules (Cycle / Routine Veg Management)</i>	Yes	Yes	Yes	Custom
🚚	Custom Sub Task <i>Create & manage tasks within modules (E.g. apply TGR when performing Cycle / Routine Veg Management)</i>	Yes	Yes	Yes	Custom
🚚	Custom Task <i>Create & manage tasks as a separate module (E.g. pole inspection)</i>	Yes	Yes	Yes	Custom
Reports & Dashboard		✓	✓	✓	✓
✓	Pre-defined Reports & Dashboard	Yes	Yes	Yes	Custom
🚚	Custom Reports & Dashboard	Yes	Yes	Yes	Custom
Enhanced Field Service Management 📁		✓	✓	✓	✓
🚚	Field Crew & Contractor Management	Yes	Yes	Yes	Custom
🚚	Adhoc Task Dispatch & Management	Yes	Yes	Yes	Custom
🚚	Timesheet Management	Yes	Yes	Yes	Custom
Mobile App		✓	✓	✓	✓
✓	Platforms Supported	iOS Android	iOS Android	iOS Android	Custom
✓	Cycle / Routine Veg Management - Work Management	Yes	Yes	Yes	Custom
✓	Danger / Hazard Tree - Work Management	Yes	Yes	Yes	Custom
✓	Hotspotting / off-cycle VM - Work Management	No	Yes	Yes	Custom
✓	Offline Support	Yes	Yes	Yes	Custom
✓	Location Support	Yes	Yes	Yes	Custom
🚚	Custom Task - Work Management	Yes	Yes	Yes	Custom
🚚	Enhanced Field Service Management <i>Available only if Enhanced Field Service Mgmt. module is purchased</i>	Yes	Yes	Yes	Custom

AIDash IVMS MODULES & FEATURES (For Electric Utilities -> Transmission)		ESSENTIAL	PREMIUM	SELECT	CUSTOM
Implementation, Customization, Deployment & Support		✓	✓	✓	✓
✓	Standard Setup, Implementation & Configuration	Yes	Yes	Yes	Custom
✓	Unique URL (<i>https://ivms.<customername>.aidash.io</i>)	Yes	Yes	Yes	Custom
✓	Basic Customer Branding	Yes	Yes	Yes	Custom
✓	SSO / Domain Authentication	Yes	Yes	Yes	Custom
✓	Non-standard Integrations & Customizations	=	Yes 📁	Yes 📁	Custom
✓	Standard Support (<i>Standard SLA, 9AM - 5PM, Mon-Fri</i>)	Yes	Yes	Yes	Custom
✓	Enhanced Support (<i>Custom SLA, e.g. 12/7/365, 24/7/365</i>)	=	=	Yes 📁	Custom
✓	Guaranteed Dedicated Instance / Single tenant deployment	Yes 📁	Yes 📁	Yes	Custom
Capital project geo-clustering & prioritization 📁		📁	✓	✓	✓
📁	Geo-clustering of veg management projects with other capital projects	=	Yes	Yes	Custom
📁	Planning & prioritization of VM tasks based on capital projects	=	Yes	Yes	Custom
CRIS 📁 (Upgrade Product - not part of core IVMS)		📁	✓	✓	✓
✓	Weather Dashboard & Forecast	=	Yes	Yes	Custom
✓	Storm Management	=	Yes 📁	Yes 📁	Custom
✓	Wildfire Management	=	Yes 📁	Yes 📁	Custom
✓	Insights for PSPS	=	Yes 📁	Yes 📁	Custom
IEMS 📁 (Upgrade Product - not part of core IVMS)		📁	✓	✓	✓
✓	Encroachment Management (<i>E.g. 📁 Legal construction inside RoW</i>)	=	Yes	Yes	Custom
Confidentiality Notice: The information contained in this document is confidential and contains proprietary information and intellectual property of AIDash Inc. Neither this document nor any information contained herein may be reproduced or disclosed to any					
under any circumstance without the express written permission of AIDash Inc.					

EXHIBIT B: Support SLA

1. Definitions.

For purposes of this Exhibit, the following terms have the meanings set forth below. All initial capitalized terms in this Exhibit that are not defined in this Exhibit B shall have the respective meanings given to them in the Agreement.

"Contact List" means a current list of AiDash contacts, emails and telephone numbers set forth in the attached Exhibit to enable Customer to escalate its Support Requests, including: the first person to contact and the persons in successively more qualified or experienced positions to provide the support sought.

"Customer Cause" means any of the following causes of an Error, except, in each case, any such causes resulting from any action or inaction that is authorized by this Exhibit or the Agreement, specified in the then-current Documentation, or otherwise authorized in writing by AiDash: (a) any negligent or improper use, misapplication, misuse or abuse of, or damage to, the Software/Services by Customer; (b) any maintenance, update, improvement or other modification to or alteration of the Software/Services by Customer; (c) any use of the Software/Services by Customer in a manner inconsistent with the then-current Documentation or, to the extent consistent with and not limiting of the Documentation; (d) any use by Customer of any Third-Party Products that AiDash has not provided or caused to be provided to Customer; or (e) any use by Customer of a non-current version or release of the Software/Services.

"Customer Systems" means Customer's and/or its Clients' information technology infrastructure, including Customer's and /or its Clients' computers, software, databases, electronic systems (including database management systems), and networks.

"Error" means any reproducible failure of the Service and/or Software/Service to operate in all material respects in accordance with the Documentation, including any problem, failure or error referred to in the Service Level Table.

"First Line Support" means the identification, diagnosis, and correction of Errors by the provision of the following Support Services by help desk technicians sufficiently qualified and experienced to identify and Resolve Customer's Support Requests reporting these Errors: (a) telephone/e-mail/chat assistance; (b) Remote Services; and (c) access to technical information on the AiDash's website for proper use of the Software/Services.

"Other Services" means the services requested by Customer and performed by AiDash in connection with any apparent Service and/or Software Error that is not included in the First Line Support.

"Resolve" and the correlative terms, **"Resolved"**, **"Resolving"** and **"Resolution"** each have the meaning set forth in [Section 2.2](#).

"Service Levels" means the defined Error severity levels and corresponding required service level responses, response times, Resolutions and Resolution times referred to in the Service Level Table.

"Service Level Table" means the table set out in [Section 2.2](#).

"Severity Level 1 Error" has the meaning set forth in the Service Level Table.

"Severity Level 2 Error" has the meaning set forth in the Service Level Table.

"Severity Level 3 Error" has the meaning set forth in the Service Level Table.

"Support Fees" has the meaning set forth in [Section 3.1](#).

"Support Hours" means US Eastern Time working hours (9 AM – 5 PM), Monday – Friday excluding national holidays unless otherwise specified in additional Service Level Agreement(s)(SLAs).

"Support Period" means the Term and, if requested by Customer, any period during which Customer transfers the Support Services to an alternate service provider.

"Support Request" has the meaning set forth in [Section 4](#).

"Support Services" means AiDash's support of the then-current version and release of the Software/Service, including First Line Support but excluding any Other Services.

"Third-Party Products" means all third-party software [(including all Open Source Components)], computer hardware, network hardware, electrical, telephone, wiring and all related accessories, components, parts and devices.

2. Support Services. AiDash shall perform all First Line Support and the Other Services requested by the Customer during the Support Hours throughout the Support Period in accordance with the terms and conditions of this Exhibit and the Agreement, including the Service Levels and other AiDash obligations set forth in this [Section 2](#).

2.1 Support Service Responsibilities. AiDash shall use commercially reasonable efforts to (a) respond to and try to resolve all Support Requests in accordance with the Service Levels; (b) provide unlimited First Line Support to Customer during all Support Hours by means of the e-mail address **l1.support@aidash.com**; (c) provide to Customer all such Other services as may be necessary or useful to correct an Error or otherwise fulfill the Service Level requirements, including defect repair, programming corrections and remedial programming.

2.2 Service Levels. Response and Resolution times will be measured from the time AiDash receives a Support Request until the respective times AiDash has (a) responded to that Support Request, in the case of response time and (b) Resolved that Support Request, in the case of Resolution time. **"Resolve"**, **"Resolved"**, **"Resolution"** and correlative capitalized terms mean, with respect to any particular Support Request, that AiDash has corrected the Error that prompted that Support Request and that Customer has confirmed such correction and its acceptance of it in writing. AiDash shall use commercially reasonable efforts to respond to and Resolve all Support Requests within the following times based on Customer's designation of the severity of the associated Error, subject to the parties' written agreement to revise such designation after AiDash's investigation of the reported Error and consultation with Customer:

Severity	Definition	Required Service Level	Required Service Level
----------	------------	------------------------	------------------------

Level of Error		Response and Response Time	Resolution Time
1	Business Critical Failures: An Error that: (a) materially affects the operations of the Customer's business or marketability of its service or product; (b) prevents necessary work from being done; or (c) disables or materially impairs (i) any major function of the Software/Service or (ii) Customer's use of any major function of the Software/Service.	Level 1 Response: AiDash shall acknowledge receipt of a Support Request within 4 working hours. Level 2 Response: AiDash shall work on the problem continuously and try to: (a) restore the Software/Services to a state that allows the Customer to continue to use all functions of the Software/Service] in all material respects within 24 hours after the Level 1 Response time has elapsed; and (b) exercise best efforts to Resolve the Error until full restoration of function is provided.	AiDash shall Resolve the Support Request as soon as practicable and try to resolve it, no later than 24 hours after AiDash's receipt of the Support Request. If the AiDash Resolves the Support Request by way of a work-around accepted in writing by Customer, the severity level assessment will be reduced to a Severity Level of Error 2.
2	System Defect with Work-around: (a) a Severity Level 1 Error for which Customer has received, within the Resolution time for Severity Level 1 Errors, a work-around that Customer has accepted in writing; or (b) an Error, other than a Severity Level 1 Error, that affects operations of the Customer's business or marketability of its service or product.	Level 1 Response: AiDash shall acknowledge receipt of a Support Request or, where applicable, Customer's written acceptance of a Severity Level 1 Error work-around, within 6 working hours. Level 2 Response: AiDash shall, within 2 Business Days after the Level 1 Response time has elapsed, try to provide: (a) an emergency Software/Services fix or work-around; or (b) temporary Software/Services release or update release, that allows the Customer to continue to use all functions of the	AiDash shall Resolve the Support Request as soon as practicable and try to resolve it no later than 2 Business Days after AiDash's receipt of the Support Request or, where applicable, Customer's written acceptance of a Severity Level 1 Error work-around.

		Software/Services in all material respects.	
3	Minor Error: An isolated or minor Error in the Software/Services that meets each of the following requirements: (a) does not significantly affect Software/Service functionality; (b) can or does impair or disable only certain non-essential Software/Service functions; (c) does not materially affect Customer's use of the Software/Service; and (d) has no or no more than a minuscule effect on the operations of Customer's business or marketability of its service or product.	Level 1 Response: AiDash shall acknowledge receipt of the Support Request within 8 working hours.	AiDash shall try to Resolve the Support Request as soon as practicable and try to resolve it no later than 5 Business Days after AiDash's receipt of the Support Request.

2.3 Escalation to Parties' Managers. If AiDash does not respond to a Support Request within the relevant Service Level response time, Customer may escalate the Support Request to the parties' respective designated relationship managers and then to their respective senior management.

2.4 Time Extensions. Customer may, on a case-by-case basis, grant/agree in writing to a reasonable extension of the Service Level response or Resolution times.

2.5 AiDash Updates. AiDash shall give Customer [regular/monthly] electronic or other written reports and updates of (a) the nature and status of its efforts to correct any Error, including a description of the Error and the estimated time of AiDash's response and Resolution; (b) its Service Level performance, including Service Level response and Resolution times.

2.6 Other Services. AiDash shall, at Customer's request, provide to Customer the Other Services in accordance with the terms and conditions of this Exhibit and the Agreement.

2.7 Time of the Essence. AiDash acknowledges and agrees that time is of the essence with respect to its performance under this Exhibit and that AiDash's prompt and timely performance hereunder, including its performance of the Service Levels, is strictly required.

3. Fees.

3.1 Support Fees. The support fee (the “**Support Fees**”) is included in the annual SaaS fee. Payment to AiDash of the Support Fees pursuant to this [Section 3](#) will constitute payment in full for the performance of the Support Services and Customer will not be responsible for paying any other fees, costs, expenses or other charges for or in connection with the Support Services. The Support Fees set forth in this Exhibit are firm and will not be modified during the Support Period.

4. Support Requests.

Customer may request Support Services by way of a Support Request. Customer shall classify its requests for Error corrections in accordance with the severity level numbers and definitions of the Service Level Table set forth in [Section 2.2](#) (each a “**Support Request**”). Customer’s shall notify AiDash of each Support Request by e-mail or such other means as the parties may agree to in writing. Customer shall include in each Support Request a description of the reported Error and the time Customer first observed the Error. Customer shall provide the AiDash with (a) prompt notice of any Errors; and (b) each of the following to the extent possible and reasonably necessary to assist AiDash to reproduce operating conditions similar to those present when Customer detected the relevant Error and to respond to and Resolve the relevant Support Request (i) direct access at Customer’s premises to the Customer Systems and the Customer’s files, equipment and personnel; (ii) output and other data, documents and information, each of which is deemed Customer’s Confidential Information as defined in the Agreement; and (iii) remote access to the Customer Systems, subject to AiDash’s compliance with all of Customer’s security and encryption requirements notified to AiDash in writing]; and (iv) such other reasonable cooperation and assistance as AiDash may request.

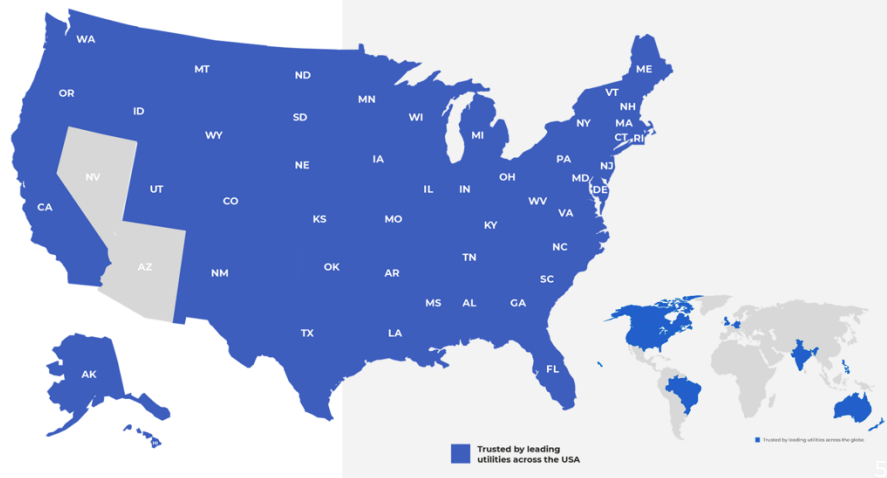
Please enter descriptions of any Professional Services project being delivered other than Standard Implementation & Configuration.

Sole Source Justification – AiDash Intelligent Vegetation Management System (IVMS)

1. Uniqueness:

- a. The AiDash AI models used to make the predictions have been pre-trained by AiDash in territories that are the like The City of High Point's territory. Each region/state has unique vegetation patterns, terrain, and risks. An AI model for vegetation management is only as good as the training it has received in similar regions. AiDash AI models have already been deployed and pre-trained in 48 of 50 US states, including North Carolina and the surrounding areas. This puts AiDash's AI models uniquely positioned to deliver consistently accurate results for The City of High Point.

Trusted by Utilities Around the World



- b. AiDash's proven capabilities, including deployments in over 125 utilities for vegetation growth modeling and predicted trim year, are a proprietary and patented technology (<https://patents.google.com/patent/US11842538B2>) that numerous utilities have validated with very high confidence.
- c. AiDash offers a unique turnkey solution that is quick to deploy, modify, and scale and is end-to-end, covering key functionalities – imagery acquisition, imagery analytics, data process, use-case specific analytics, end-use, and vendor workflows.
- d. AiDash offers the only deployed at scale solution that combines satellite-based analytics, multi-year planning and budgeting, workforce management and mobile application for managing crews in the field, and a centralized data management dashboard.
- e. AiDash AI models have been deployed and tested through its customers in wildfire threat regions of CA, CO, WA, ID, OR, UT and NM.
- f. AiDash is the only satellite and AI powered technology provider that can ID optimal work type and include ancillary variables, such as land use, location, grade/slope, fire risk, and population density and present the data in a rich and intuitive web application.
- g. AiDash has unique, proprietary, and proven technology to correct the GIS location of conductors as compared to current shape file data on large networks at scale. AiDash has already corrected over 1,000,000 miles of T&D network. All analysis is made using



this corrected GIS data. Without such a corrected GIS file, any provider's predictions will be too inaccurate to be of any value for utility vegetation management.

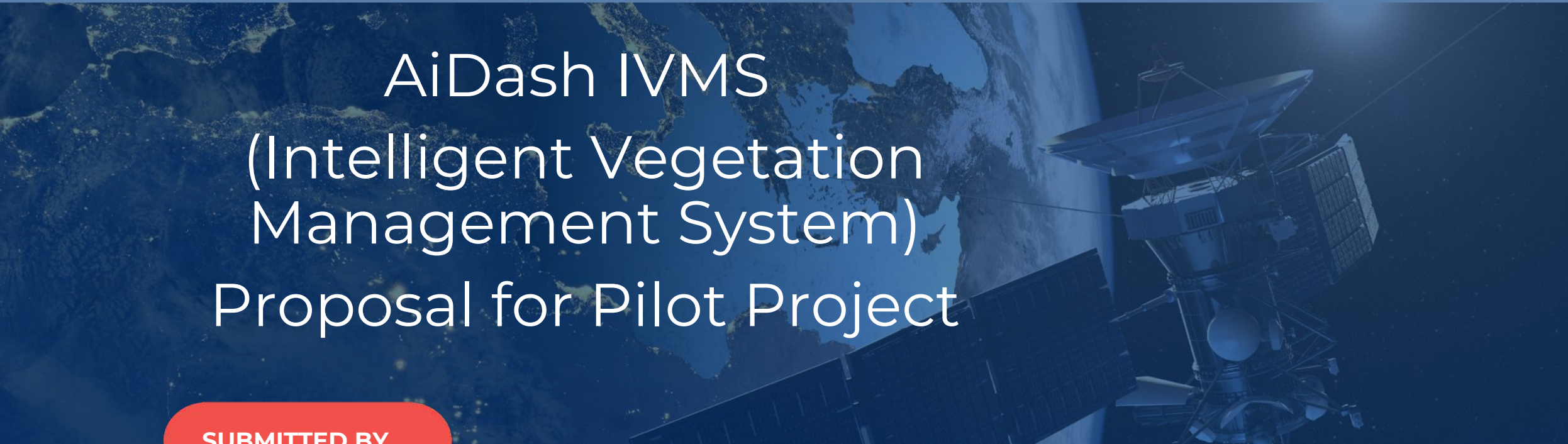
- h.** AiDash has a proprietary tree health module that enables utilities to leverage our AI's analytics to detect declining health trees and proactively remove them before causing an outage.
- i.** AiDash can be a system of record and will digitize the trimming records and plans for utilities.

2. Timeframe:

- a.** A new vendor will be required to train its vegetation growth rate model on The City of High Point's service territory. This could take over a year. AiDash AI models are already pre-trained on North Carolina, and we have scanned and analyzed the region's vegetation within in a very close proximity to The City of High Point.
- b.** AiDash has extensive relationship with world's leading satellite constellations to procure satellite imagery at scale, quickly and reasonable cost. The scale is proven as indicated by them being the only provider who has delivered large-scale deployments on large networks.

3. Others:

- a.** AiDash has a proprietary Artificial intelligence-based approach to purchasing and acquiring satellite data, which is cost-effective for The City of High Point.
- b.** AiDash platform uses satellite imagery, which is significantly cheaper than LiDAR, aerial, or ground-based imagery. The Quality of satellite imagery is increasing each year, with much higher resolution available in coming years.
- c.** AiDash technology is tested and deployed at over 125 utilities on over 1,000,000 miles of T&D network. The positive results of these deployments are proven across multiple years of deployment. No other vendor has a proven and patented technology deployed for multiple years at such a large scale.
- d.** AiDash is SOC 2, Type 2 Compliant

The background of the slide is a composite image. On the left, there's a view of Earth from space, showing continents and oceans in shades of blue and green. On the right, there's a detailed image of a satellite in orbit, with its solar panels and various instruments visible. The overall color scheme is dark blue and black.

AiDash IVMS (Intelligent Vegetation Management System) Proposal for Pilot Project

SUBMITTED BY



Jason Guy
Director of Sales

AiDash: Overview

About

Incorporated:
Jan 29, 2019

Offices:
San Jose CA | Reston VA | Austin TX
London UK | Bengaluru IND

Partners



Customer Testimonials

nationalgrid

"A time-based cycle approach
prune plan is best practice today,
but a data-driven optimized
approach will soon be the **industry's
best management practice.**"



Bertram Stewart
Vegetation Strategy Manager
National Grid

entergy

"In year one we **eclipsed all
(SAIFI) targets for all operating
companies** after we
implemented IVMS. In year two
we performed better than the
previous year and still eclipsed all
targets across the board. That was
for us, very positive results."



Heath Williams
Senior Analyst, Vegetation
Management
Entergy

Investor(s): \$43M USD Series A & B



Metrics



500K+
Miles

Live on **+500K Miles** of
T&D Lines



Deployed in **45 states &
5 continents**

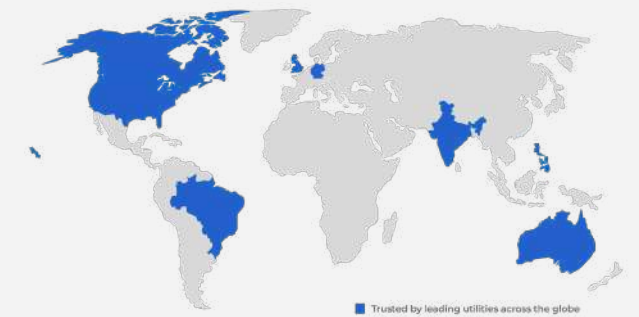
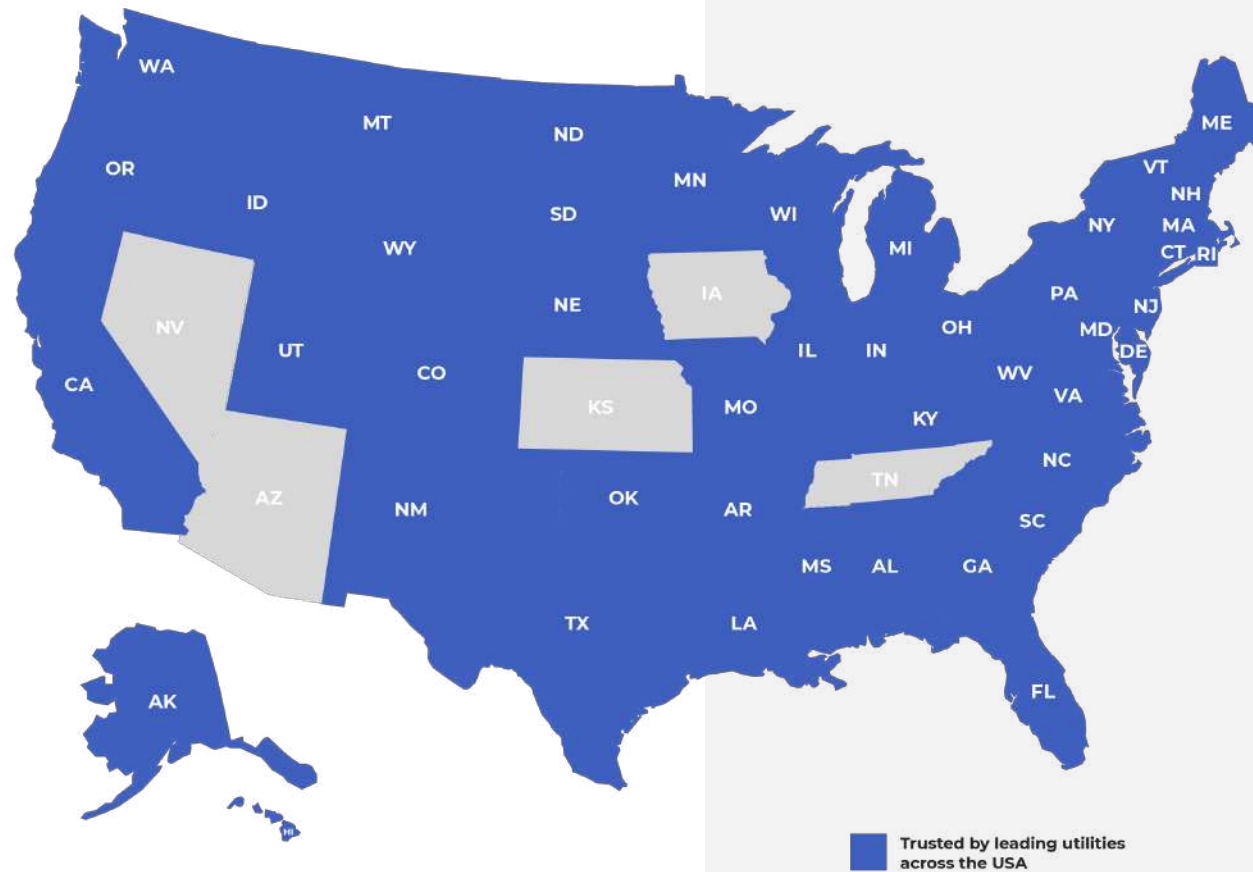


**World's 1st Satellite-
Powered Vegetation
Management**



90+ Utility Clients

Trusted by Utilities Around the World



AiDash IVMS Proposal for Pilot



Technology



Platforms



License



Goal of Pilot / Summary of Scope

Goal of Pilot

Deploy our standard solution on a small part of your network to:

- ✓ **Build your confidence in our technology**
- ✓ **Demonstrate and quantify the value of partnering with us**
- ✓ **Capture specific use cases that we can explore during full deployment across your entire network**

Scope Summary

IVMS (Desktop & Field Application)

Satellite-Powered

Cycle Trim Module

- Predicted Trim Year (circuit & sub-circuit analysis)
- Criticality Score
- Total Effort Index
- % of network with no veg. within a specific distance of conductor¹
- Planning/budget optimization
- Bid packet creation
- Task assignment & progress monitoring

Risk Module

- Grow-in Risk (inside ROW)
- Fall-in Risk (inside ROW and outside ROW)
- Wildfire risk (if applicable)
- Criticality Score
- Planning/budget optimization
- Task assignment & progress monitoring

Data Capture

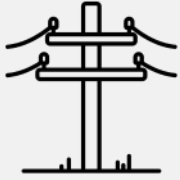
Hazard/Danger Tree Logging

- Hazard/Danger Tree Logging on mobile app
- Work prioritization & scheduling
- Task assignment & progress monitoring

Additional Details:

- Up to **250** miles of distribution lines under customer service area
- Unlimited pilot users
- Reports (as mutually agreed)
- Third party integrations are excluded

AiDash proposes to set up a dedicated instance of IVMS with following modules configured & customized as per client requirements.



Line Clearance

Cycle trim planning
Hot-spotting / Mid-cycle trim



Work Management

Contractor management & bid packs
Work orders
Work prioritization & scheduling



Hazard Tree

Outside RoW
Inside RoW



Budget Planning

Budget allocation & optimization
Contractor spend optimization



Remote Survey

Transmission line survey
Regulatory reports

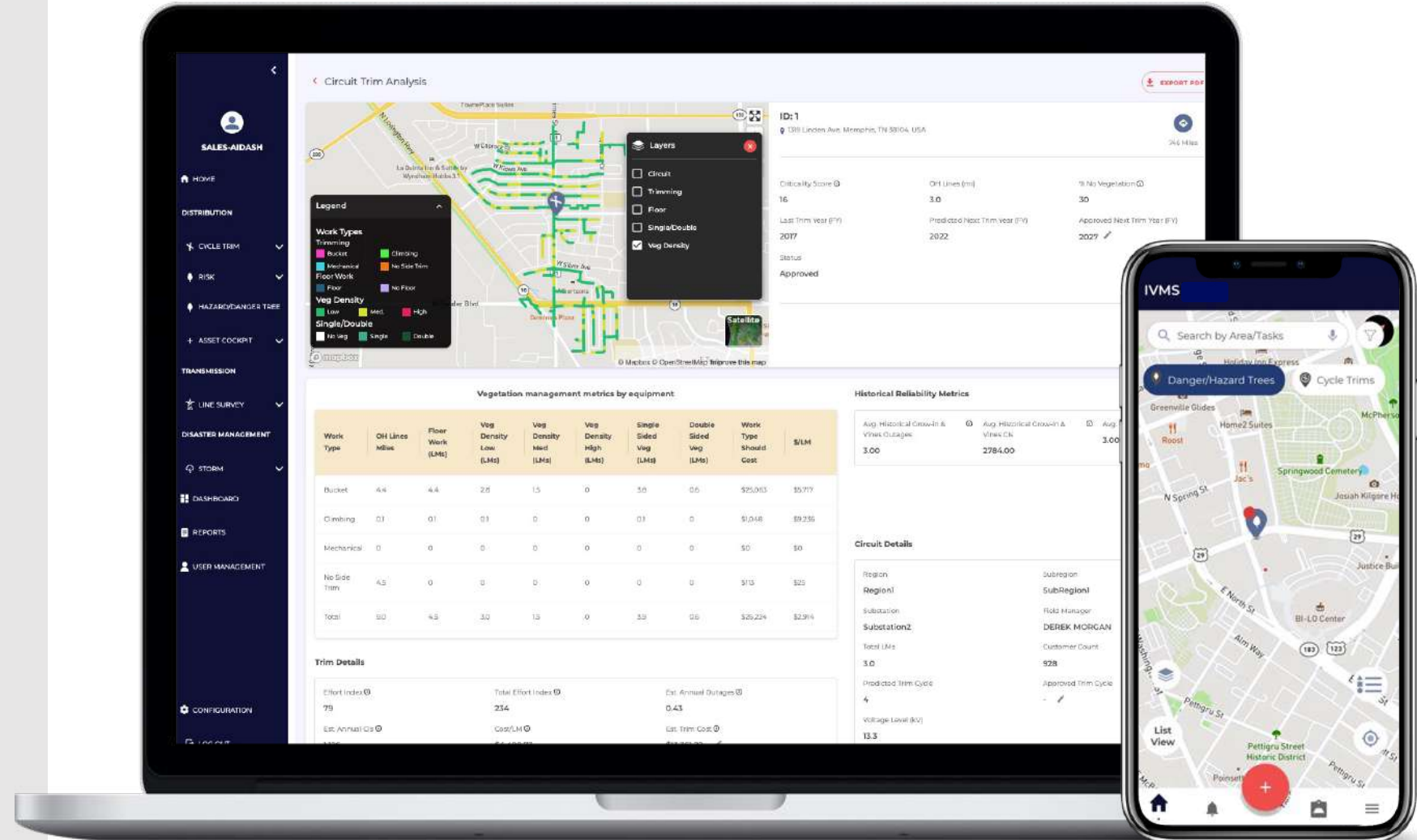


Herbicides & Growth Regulators

Reports, dashboards & customizations

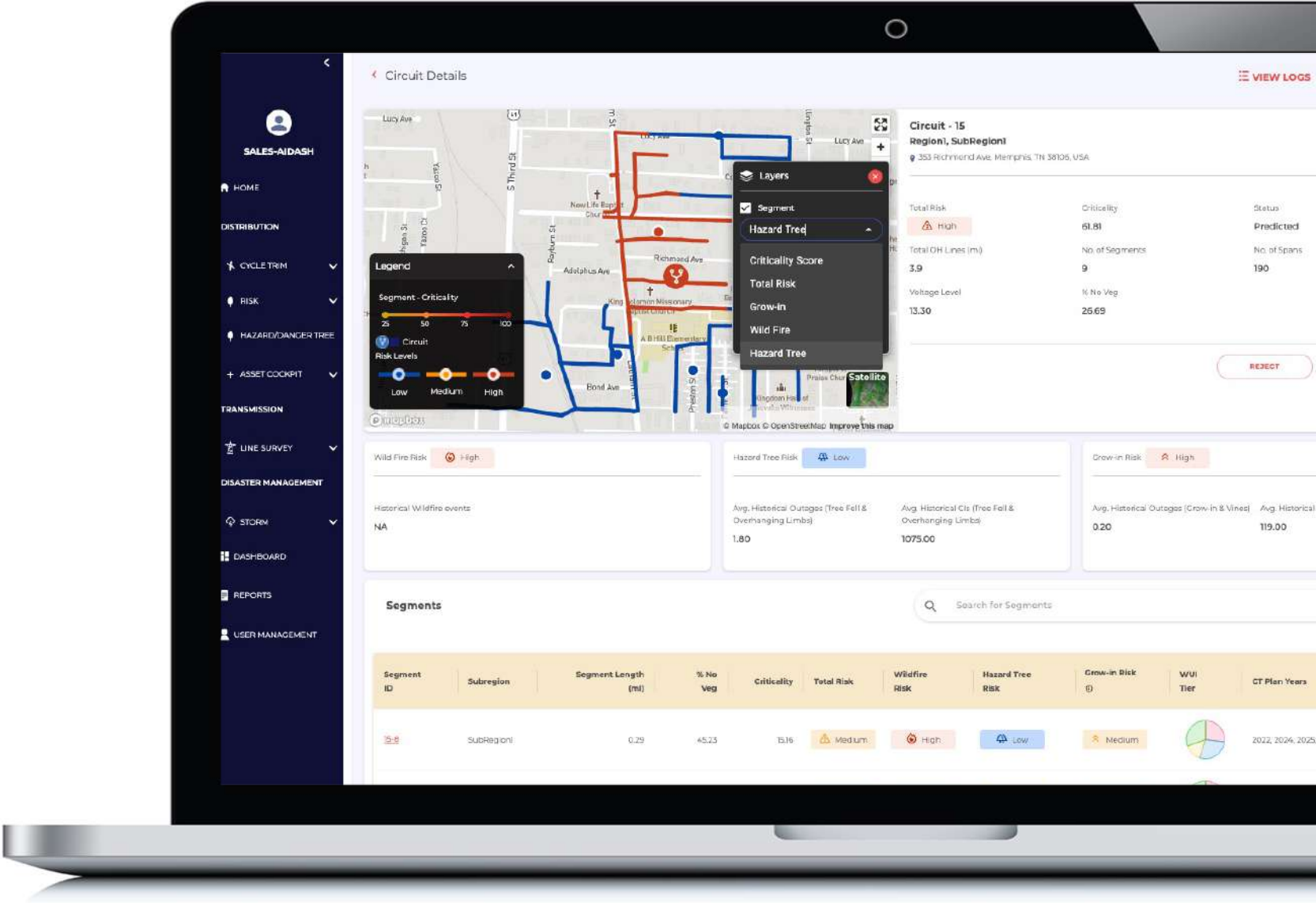
Line Clearance Module

- Cycle trim planning
- Hot-spotting / Mid-Cycle Trim
- Pruning Prioritization
- Vegetation Density Analysis
- Floor Work Identification
- Work/ Equipment Type Identification



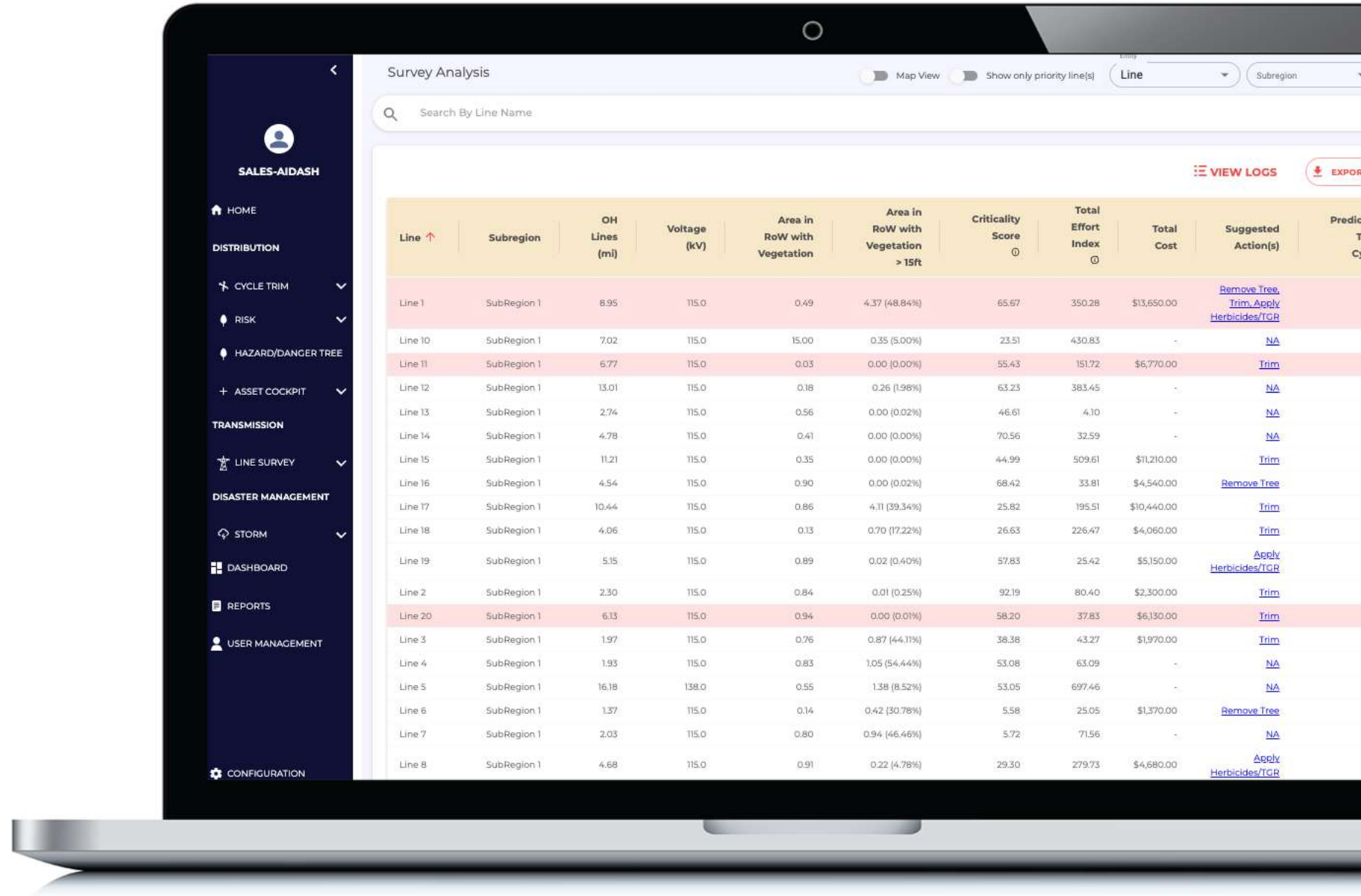
Hazard Tree Module

- Proactively Identify Hazard Trees
- Quantity Hazard Tree Risk
- Identify areas of high impact
- Circuit, Segment, and Span Level Risk Analysis



Remote Survey Module

- Transmission line survey
- Suggested Actions
- Regulatory reports



The screenshot displays the 'Remote Survey Module' interface on a laptop. The interface is divided into a sidebar menu on the left and a main content area on the right.

Sidebar Menu:

- SALES-AIDASH
- HOME
- DISTRIBUTION
 - CYCLE TRIM
 - RISK
 - HAZARD/DANGER TREE
- ASSET COCKPIT
- TRANSMISSION
 - LINE SURVEY
- DISASTER MANAGEMENT
 - STORM
- DASHBOARD
- REPORTS
- USER MANAGEMENT
- CONFIGURATION

Main Content Area: Survey Analysis

Search By Line Name

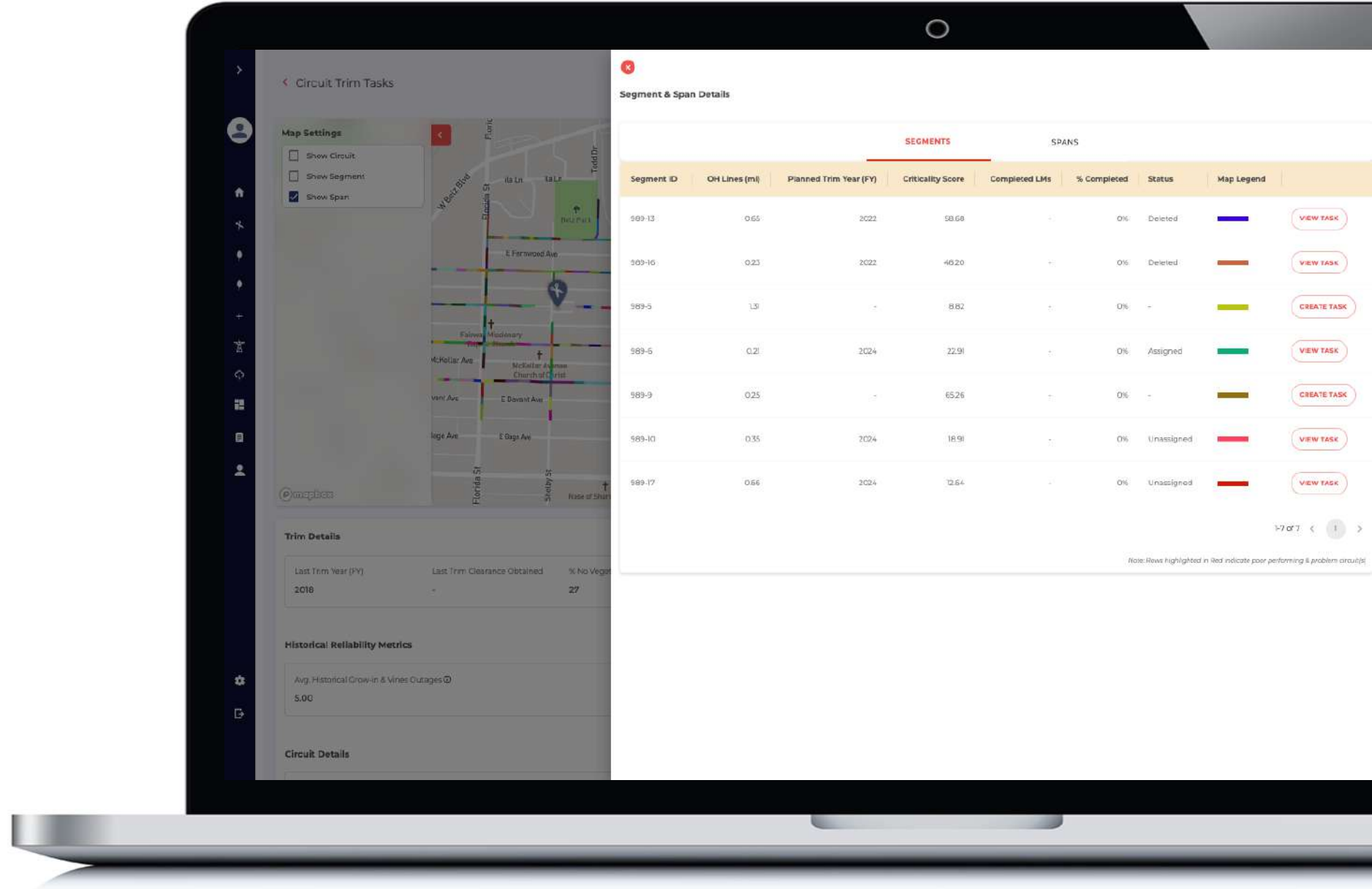
Map View Show only priority line(s) Line Subregion

VIEW LOGS EXPORT

Line	Subregion	OH Lines (mi)	Voltage (kV)	Area in RoW with Vegetation	Area in RoW with Vegetation > 15ft	Criticality Score	Total Effort Index	Total Cost	Suggested Action(s)	Predicted
Line 1	SubRegion 1	8.95	115.0	0.49	4.37 (48.84%)	65.67	350.28	\$13,650.00	Remove Tree , Trim , Apply Herbicides/TGR	
Line 10	SubRegion 1	7.02	115.0	15.00	0.35 (5.00%)	23.51	430.83	-	NA	
Line 11	SubRegion 1	6.77	115.0	0.03	0.00 (0.00%)	55.43	151.72	\$6,770.00	Trim	
Line 12	SubRegion 1	13.01	115.0	0.18	0.26 (1.98%)	63.23	383.45	-	NA	
Line 13	SubRegion 1	2.74	115.0	0.56	0.00 (0.02%)	46.61	4.10	-	NA	
Line 14	SubRegion 1	4.78	115.0	0.41	0.00 (0.00%)	70.56	32.59	-	NA	
Line 15	SubRegion 1	11.21	115.0	0.35	0.00 (0.00%)	44.99	509.61	\$11,210.00	Trim	
Line 16	SubRegion 1	4.54	115.0	0.90	0.00 (0.02%)	68.42	33.81	\$4,540.00	Remove Tree	
Line 17	SubRegion 1	10.44	115.0	0.86	4.11 (39.34%)	25.82	195.51	\$10,440.00	Trim	
Line 18	SubRegion 1	4.06	115.0	0.13	0.70 (17.22%)	26.63	226.47	\$4,060.00	Trim	
Line 19	SubRegion 1	5.15	115.0	0.89	0.02 (0.40%)	57.83	25.42	\$5,150.00	Apply Herbicides/TGR	
Line 2	SubRegion 1	2.30	115.0	0.84	0.01 (0.25%)	92.19	80.40	\$2,300.00	Trim	
Line 20	SubRegion 1	6.13	115.0	0.94	0.00 (0.01%)	58.20	37.83	\$6,130.00	Trim	
Line 3	SubRegion 1	1.97	115.0	0.76	0.87 (44.11%)	38.38	43.27	\$1,970.00	Trim	
Line 4	SubRegion 1	1.93	115.0	0.83	1.05 (54.44%)	53.08	63.09	-	NA	
Line 5	SubRegion 1	16.18	138.0	0.55	1.38 (8.52%)	53.05	697.46	-	NA	
Line 6	SubRegion 1	1.37	115.0	0.14	0.42 (30.78%)	5.58	25.05	\$1,370.00	Remove Tree	
Line 7	SubRegion 1	2.03	115.0	0.80	0.94 (46.46%)	5.72	71.56	-	NA	
Line 8	SubRegion 1	4.68	115.0	0.91	0.22 (4.78%)	29.30	279.73	\$4,680.00	Apply Herbicides/TGR	

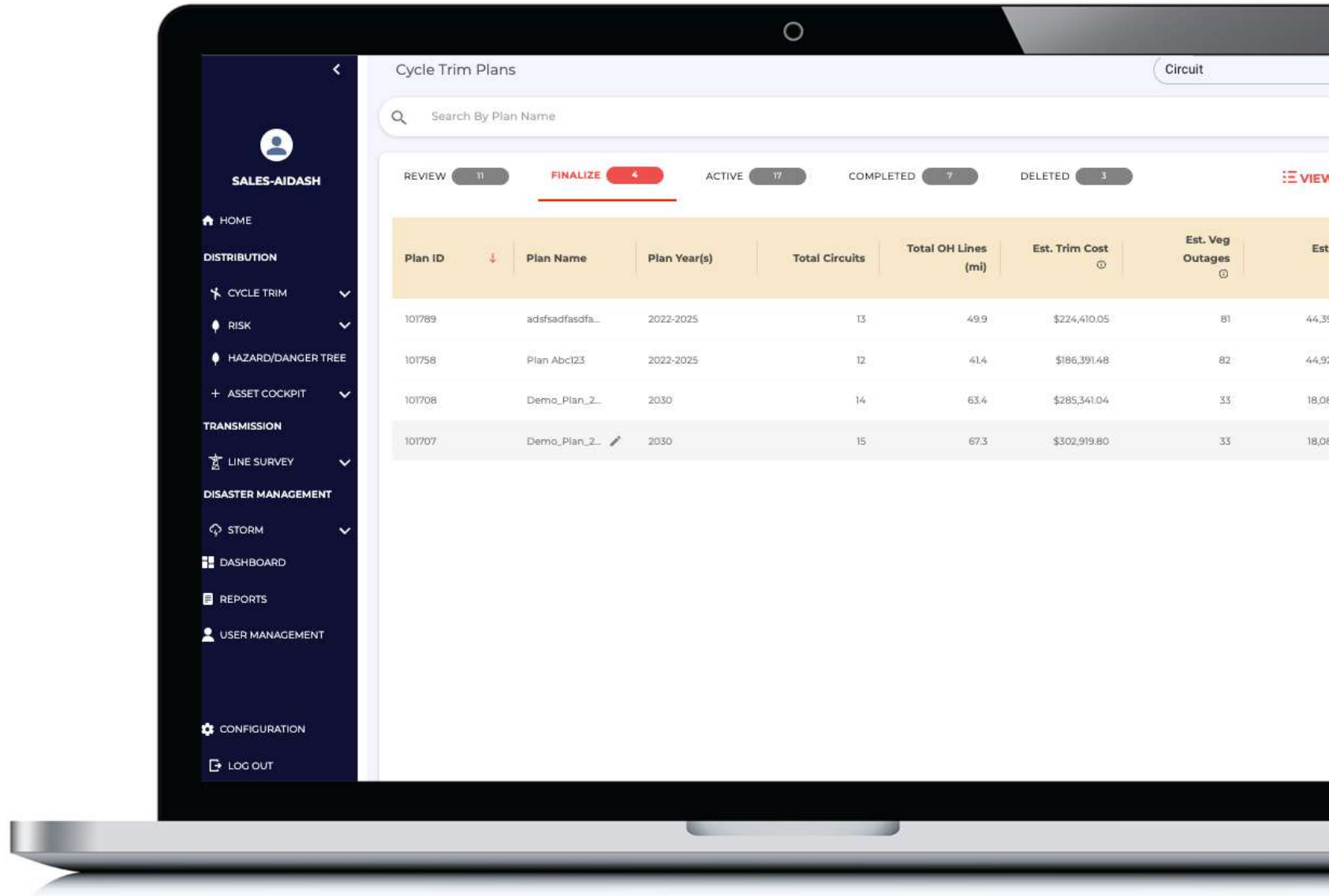
Work Management Module

- Contractor management
- Bid pack creation
- Work orders and assignment
- Work prioritization & scheduling
- Mobile application for field notes and collaboration
- Interactive dashboards to help manage contractors



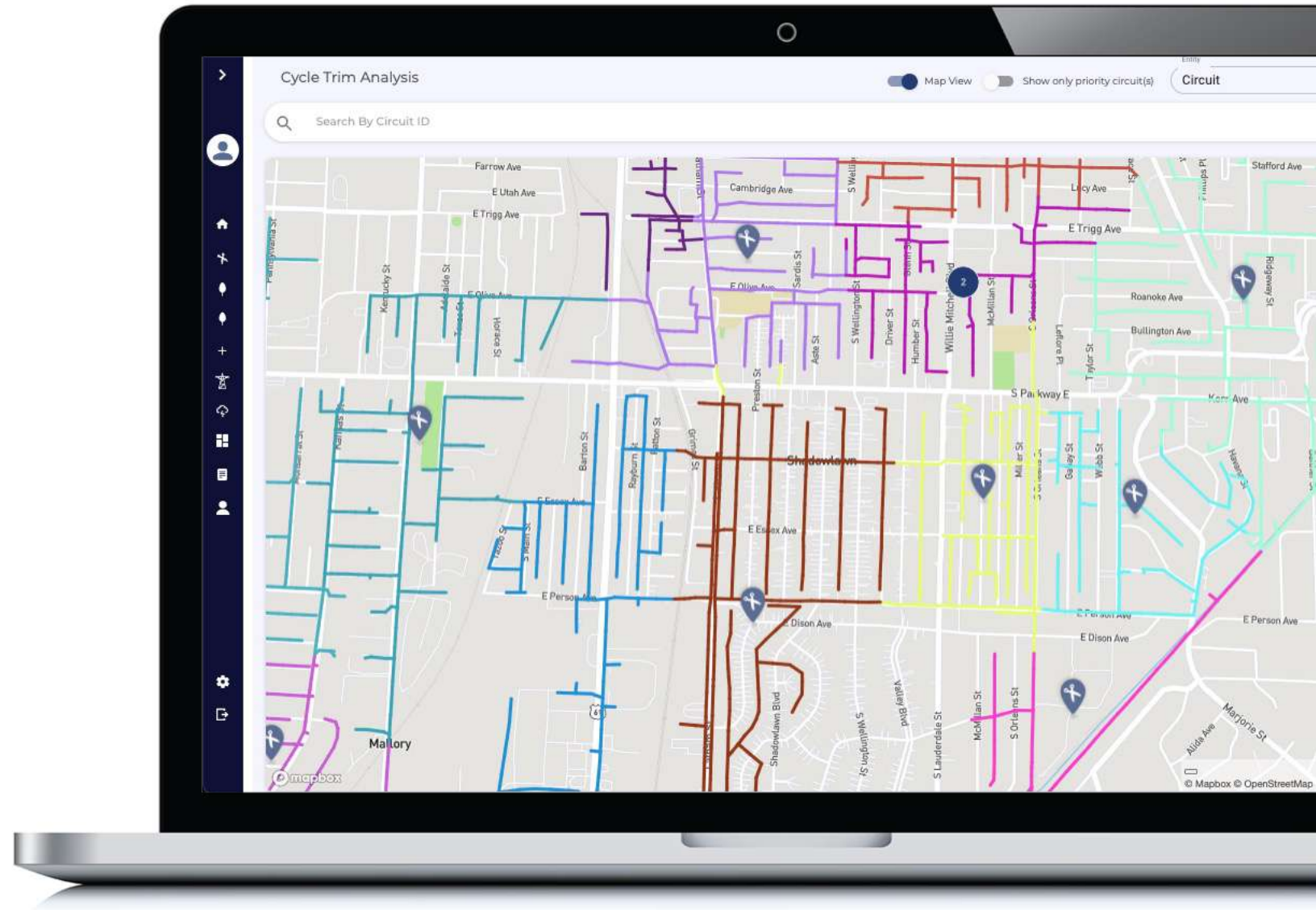
Budget Planning Module

- Budget allocation & prioritization
- Scenario-based budget planning
 - Scenarios based on impact to reliability indexes, veg-related outages, customer interruptions, and volume of work
- Accurately estimate vegetation management expenses
- Contractor spend optimization



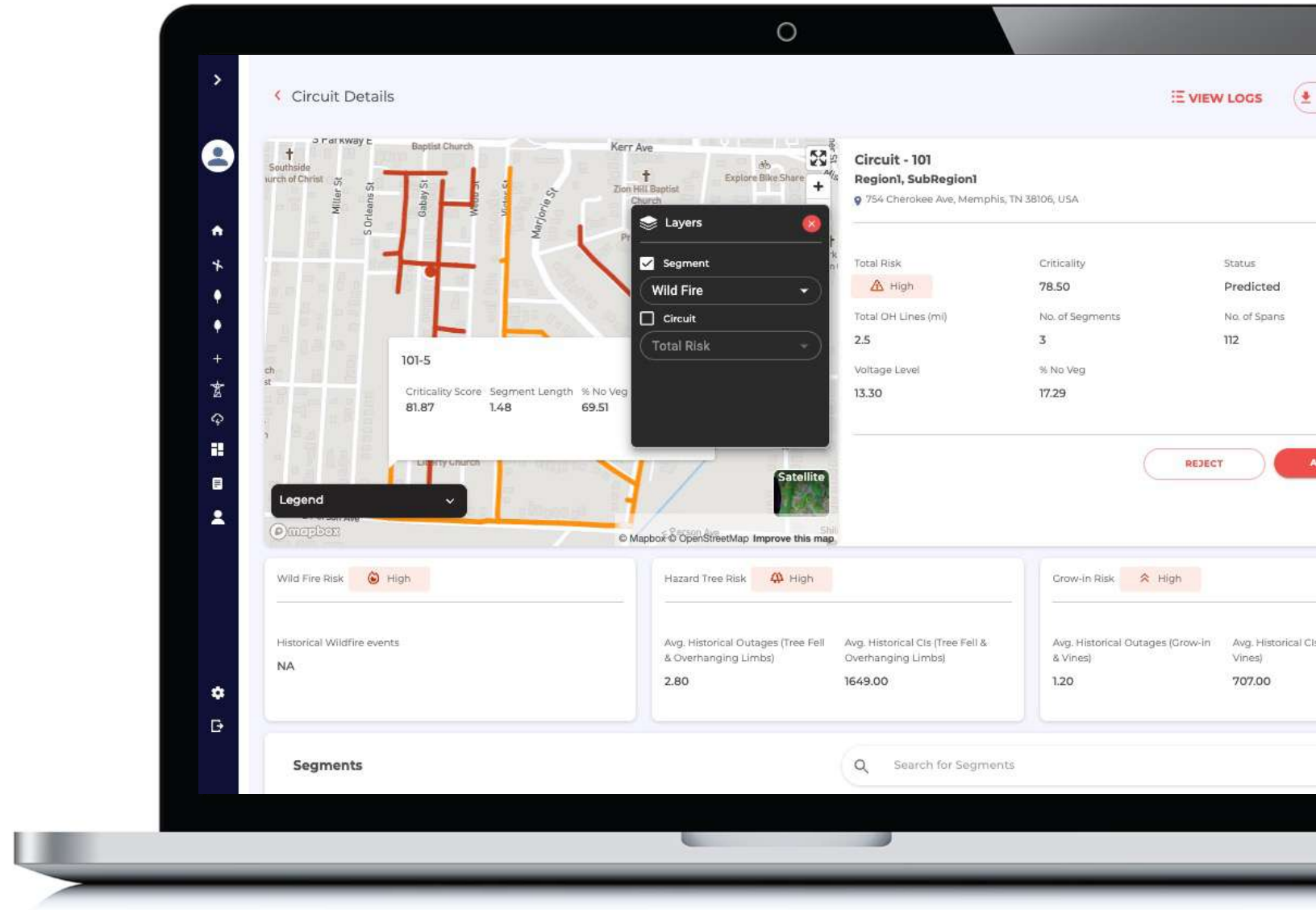
Herbicide/ Tree Growth Regulator (TGR) Efficacy Analysis

- Measure herbicide kill rates with multispectral analysis
- Change detection analysis from several years to measure TGR efficacy



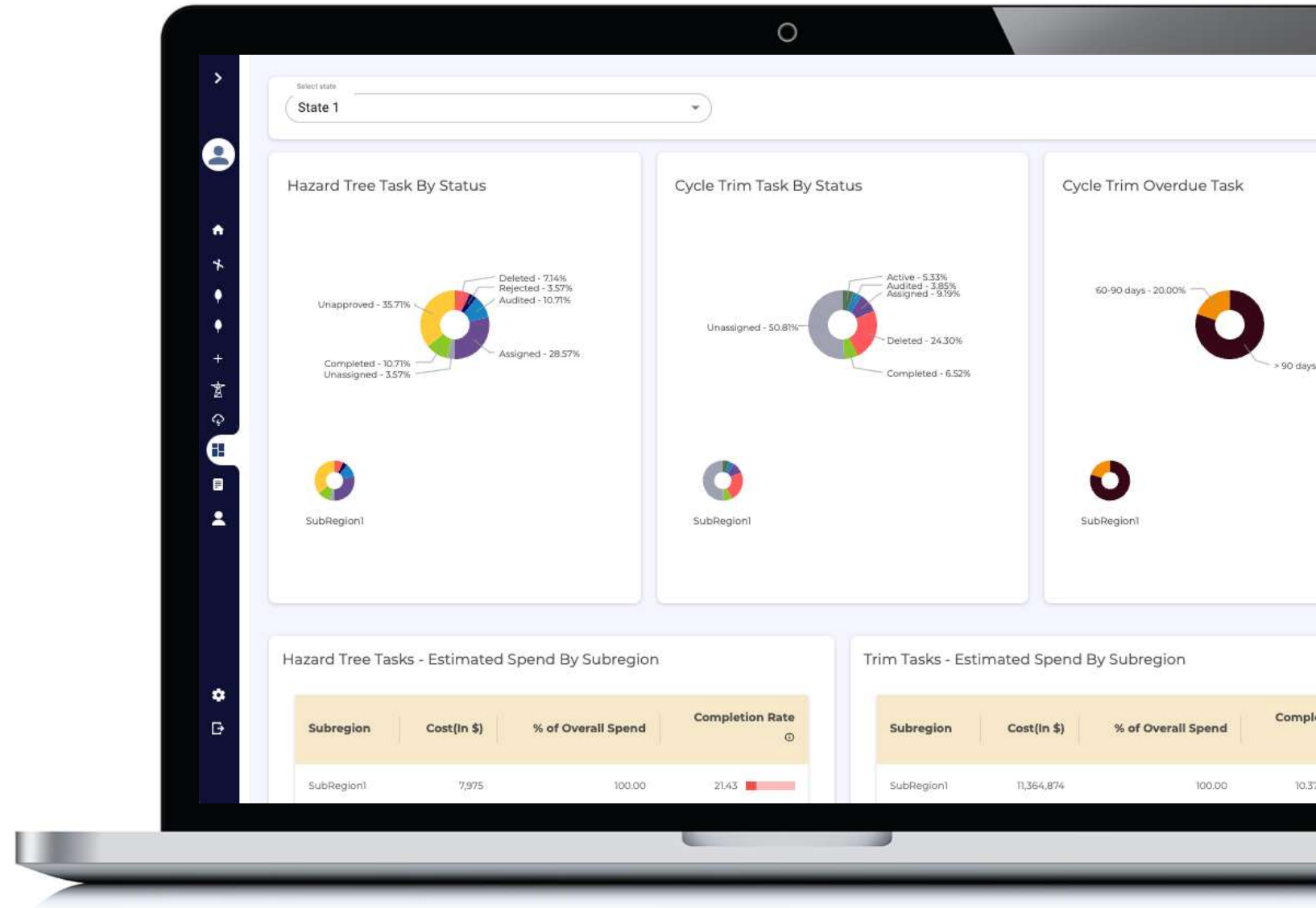
Wildfire Risk Mitigation Module

- Identify Vegetation-related ignition points
- Measure Impact
- Spread analysis, identifying fire breaks
- Quantify Wildfire Risk
- Plan wildfire mitigation activities with this analysis

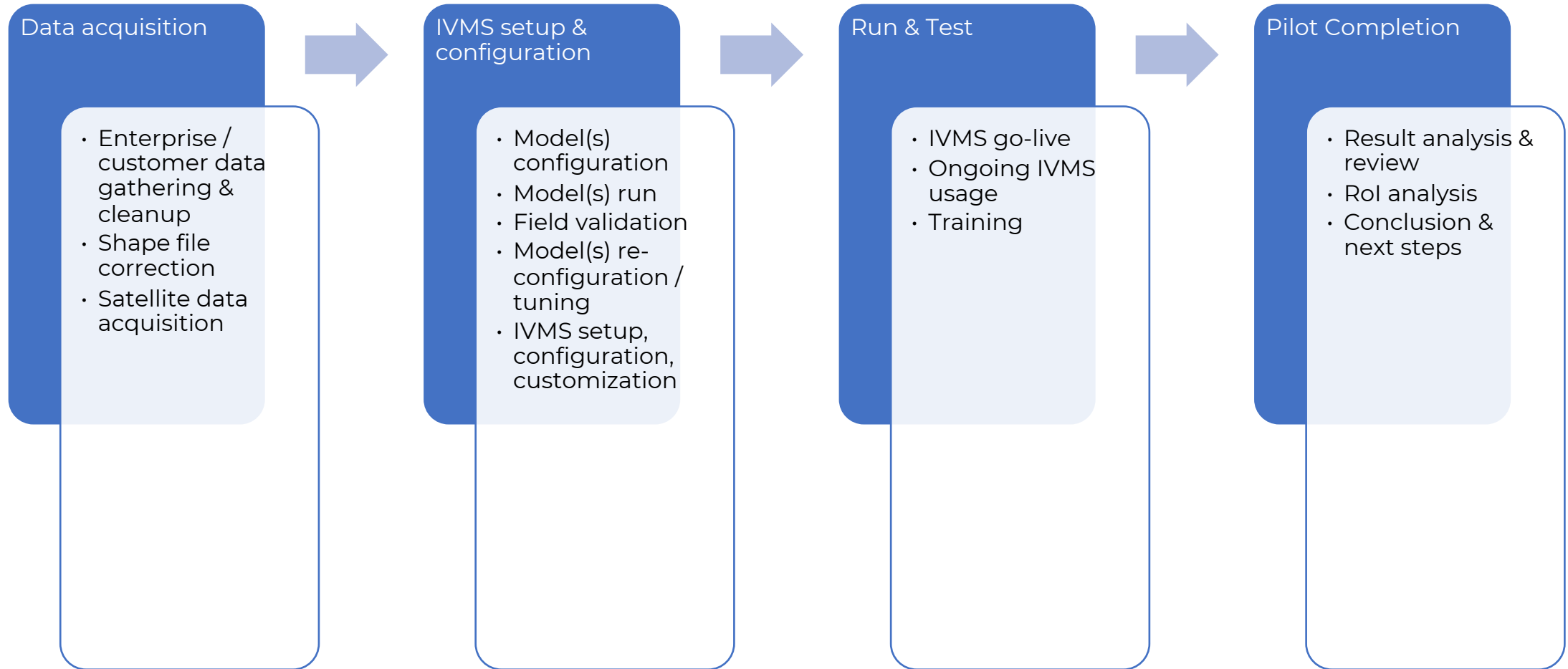


Reports, dashboards & customizations

- Creation of custom reports and dashboards
- Customize based on region
- Work Type
- Hazard Tree Tasks
- Cycle Trim Tasks
- Tasks Status
- Clearances
- Contractor allocation
- Spend analysis



Execution Plan

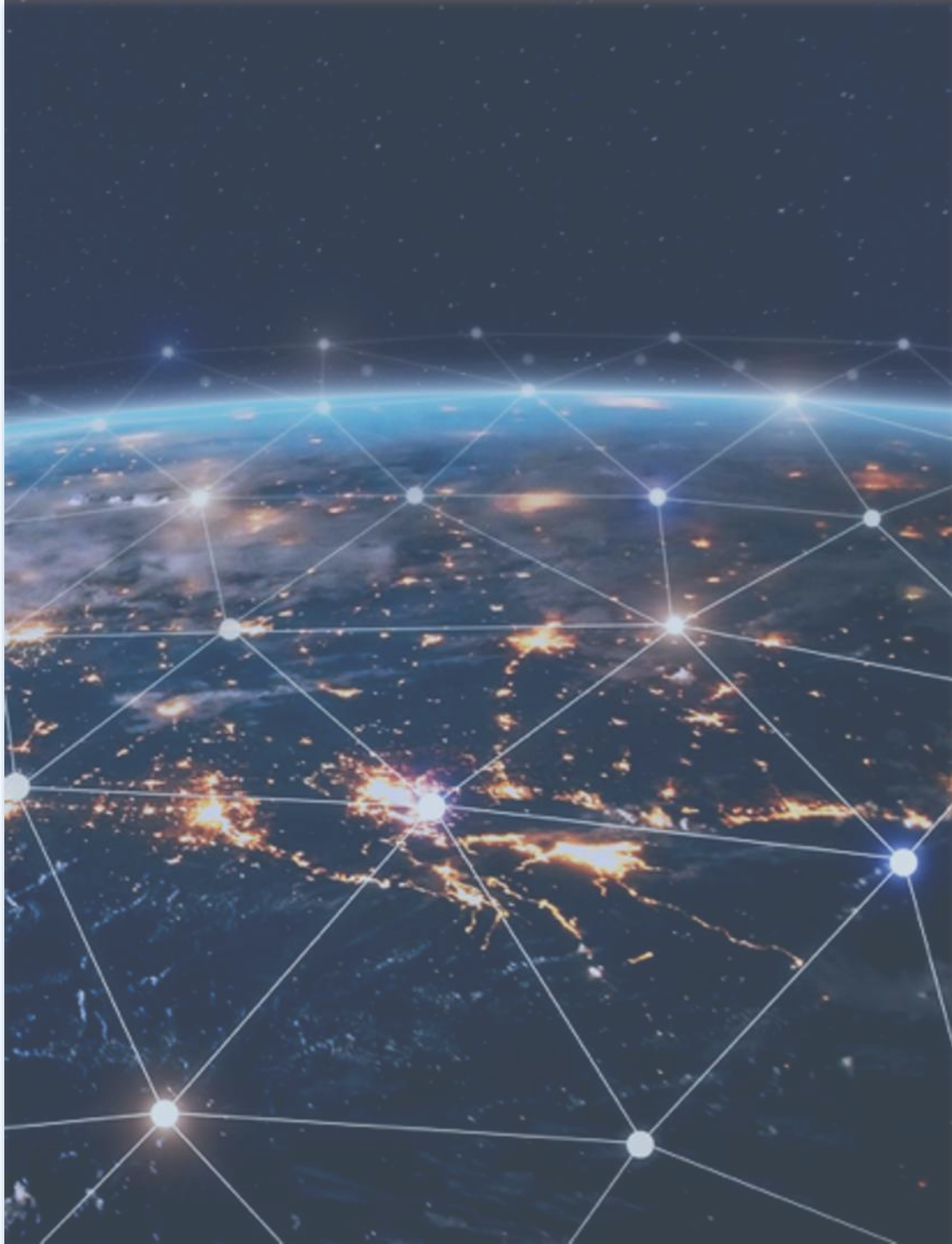


Pricing Plan (Pilot)

IVMS	Pilot Option
Fixed Fee (SaaS / Subscription)	\$24,900
Variable Fee (Satellite data etc)	Included
Included Line Miles	250
Total	\$24,900
Remark	

All-Inclusive Pricing:
This is all-inclusive pricing. Pricing includes satellite data, analytics, hosting, support, customizations as specified etc.

Payment Terms:
50% advance ; 50% on completion. Payable NET 30 days





Thank You

Get in touch with us at

info@aidash.com

www.aidash.com | +1 623-910-1812 |



FINANCIAL SERVICES
Purchasing Division



SOLE SOURCE JUSTIFICATION FORM

(For Items Costing **\$10,000.00 or More**)
Statutory Reference N.C.G.S. 143-129(e)6

Requisition #

Vendor:

Item(s):

Justification:

Over the past year, the Electric Utilities department has been piloting a vegetation management program, AiDash. This system utilizes AI and satellite imagery to identify and create a mitigation plan for areas of the system that are most at risk for vegetation/tree related outages. During the pilot period, for the first time ever, we were able to assess our entire overhead distribution network, over 400 miles of overhead lines, for vegetation encroachment. We now have a data driven multi-year vegetation management plan in place.

Estimated expenditure for the above item(s):

Accounting Unit and Account(s):

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

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

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

Department Head/Authorized Personnel Digitally signed by Tyler Berrier
Date: 2024.08.28 15:18:55 -04'00'

Department/Division Date

APPROVAL PROCESS

Purchasing Manager

Financial Services Director

City Council (\$30,000 – Up)

City of High Point | P.O. BOX 230, High Point, NC 27261 | 336.883.3219



CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of Ratification of the Purchase of Property at 2613 Willard Dairy Road	
FROM: Greg Venable – Transportation Director	MEETING DATE: September 16, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Map Offer to Purchase and Contract	

PURPOSE: Ratify the purchase of a property at 2613 Willard Dairy Road for the future construction of the Penny Road Extension by the city or others.

BACKGROUND: The currently undeveloped property is located north of Willard Dairy Road directly in front of the existing intersection of Penny Road and Willard Dairy Road. The Penny Road Extension has been on High Point's Comprehensive Transportation Plan since 2001 and will serve as a additional north-south connection in northern High Point from NC 68 to National Service Road. The property has been a barrier in the past for the construction of the roadway. The parcel is 1 (one) acre in size and the purchase price is \$70,000. Acquiring this property allows for the future Penny Road Extension access to be located at the existing intersection of Penny Road and Willard Dairy Road and will no longer hinder the development of property north of Willard Dairy Road.

BUDGET IMPACT: Funding for the purchase of this property is included in the approved FY 24-25 Budget.

RECOMMENDATION / ACTION REQUESTED: Staff recommends the City Council ratify the purchase of 2613 Willard Dairy Road in the amount of \$70,000.







AGREEMENT FOR PURCHASE AND SALE OF LAND

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between

City of High Point
a(n) body politic and corporate of the State of North Carolina ("Buyer"), and
(individual or State of formation and type of entity)
Ola Mae Williard, a
(n) individual ("Seller").
(individual or State of formation and type of entity)

(NOTE: If the Buyer or Seller is an entity, in order to form a binding agreement and complete a transaction, the entities listed as Buyer or Seller in this Agreement should be validly formed and in good standing with the Secretary of State in the State of formation of the entity.)

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "**Property**": (Address) 2613 Willard Dairy Road, High Point, NC 27265

Plat Reference: Lot(s) _____, Block or Section _____, as shown on Plat Book or Slide
_____ at Page(s) _____, _____ County, consisting of _____ acres.

☐ If this box is checked, "Property" shall mean that property described on **Exhibit A** attached hereto and incorporated herewith by reference,

(For information purposes: (i) the tax PIN number of the Property is: 7813460964; and, (ii) some or all of the Property, consisting of approximately 1.0 acres, is described in Deed Book 2758, Page No. 223, Guilford County.)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto.

\$70,000 (b) "**Purchase Price**" shall mean the sum of Seventy-Thousand Dollars,

or, if this box is checked ☐, Purchase Price shall mean the sum of \$ _____ per gross acre ("Price Per Acre") as determined by a survey obtained by Buyer prior to the expiration of the Examination Period ("Survey"). Buyer shall provide a copy of the Survey to Seller not later than the expiration of the Examination Period. The purchase price shall be determined by multiplying the Price Per Acre by the number of gross acres as determined by the Survey. Adjustments to the amounts due under Sections 1(b)(ii) – 1(b)(iii) shall be made, as applicable, to reflect any adjustment in the Purchase Price in accordance with this provision. The Purchase Price shall be payable on the following terms:

\$3,500 (i) "**Earnest Money**" shall mean Three thousand five hundred Dollars
or terms as follows: _____

The Earnest Money shall be deposited in escrow with Poyner Spruill LLP

Page 1 of 9



This form jointly approved by:
North Carolina Bar Association's Real Property Section
North Carolina Association of REALTORS®, Inc.

STANDARD FORM 580L-T
Revised 7/2023
© 7/2023

Buyer Initials OLM Seller Initials OMW

(name of person/entity with whom deposited- "Escrow Agent") within five (5) calendar days of the Contract Date, to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein. Should Buyer fail to deliver the Earnest Money by the date required hereunder, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice of such dishonor to deliver cash, official bank check, wire transfer or electronic transfer to the Escrow Agent. If Buyer fails to deliver the required funds within one (1) banking day after written notice, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received acknowledgement by Escrow Agent of its receipt of funds from Buyer. If the Escrow Agent has not delivered to the Seller the acknowledgement of Earnest Money on the last page of this Agreement by the calendar day following the date the Earnest Money is required to be delivered hereunder, it shall be presumed that the Earnest Money was not delivered by the required time (unless, upon the written request of Seller, Escrow Agent can provide proof of its receipt of the Earnest Money by the required time). Buyer and Seller consent to the disclosure by the Escrow Agent, to the parties to this Agreement, the Broker(s) and any Buyer lender, of any material facts pertaining to the Earnest Money.

☒ **ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND:** (check only ONE box)

☐ **ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN.** (Buyer's Taxpayer Identification Number is: _____)

☒ **ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.**

\$ _____ (ii) **Delivery of a promissory note** secured by a deed of trust, said promissory note in the amount of _____ Dollars being payable over a term of _____ years, with an amortization period of _____ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of _____ percent (_____ %) per annum in the amount of \$ _____, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on **Exhibit B**. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. (NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)

\$66,500 (iii) **Cash, balance of Purchase Price**, at Closing in the amount of Sixty-six thousand five hundred Dollars.

Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of any loan Buyer intends to obtain in connection with the transaction contemplated by this Agreement. (Note: Buyer's obligations under this Agreement are not conditioned upon obtaining or closing any loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Examination Period allows sufficient time for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.)

(c) **"Closing"** shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur on or before 60 days from the end of the Examination Period

(d) **"Contract Date"** means the date this Agreement has been fully executed by both Buyer and Seller.

Buyer Initials al Seller Initials DMW

- (e) **"Examination Period"** shall mean the period beginning on the first day after the Contract Date and extending through 5:00pm (based upon time at the locale of the Property) on _____ on the date 120 days from the Contract Date _____.

TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.

- (f) **"Broker(s)"** shall mean: _____ ("Listing Agency"),
_____ ("Listing Agent" – License # _____)

Acting as: ☐ Seller's Agent; ☐ Dual Agent

and _____ ("Selling Agency"),
_____ ("Selling Agent" – License # _____)

Acting as: ☐ Buyer's Agent; ☐ Seller's (Sub)Agent; ☐ Dual Agent

- (g) **"Seller's Notice Address"** shall be as follows:

2508 Major Hill Road

Graham, NC 27253

e-mail address: _____ fax number: _____

except as same may be changed pursuant to Section 12.

- (h) **"Buyer's Notice Address"** shall be as follows:

P.O. Box 230

High Point, NC 27261

e-mail address: meghan.maguire@highpointnc.gov fax number: _____

except as same may be changed pursuant to Section 12.

- ☐ (i) If this block is marked, additional terms of this Agreement are set forth on **Exhibit B** attached hereto and incorporated herein by reference. (Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)
- ☐ (j) If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum (Form 581-T) attached hereto and incorporated herein by reference.
- ☐ (k) If this block is marked, additional terms of this Agreement are set forth on the Back Up Agreement Addendum (Form 581A-T) attached hereto and incorporated herein by reference.

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B**, and/or **Exhibit C**, as applicable, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), and other conveyance fees or taxes required by law, any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Agreement other than those fees required to be paid by Buyer in this Section 3 below, and the following:

enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, any costs or charges for determining restrictive covenant compliance, and the following:

Each party shall pay its own attorney's fees.

Deferred/Rollback Taxes: Buyer ☐ intends to continue ☐ does not intend to continue the existing present use valuation property tax deferral(s) relating to the Property. In the event the Buyer intends to continue the existing present use valuation property tax deferral(s) relating to the Property, Buyer shall be responsible for making all necessary applications for continuation of the existing present use valuation property tax deferral(s) relating to the Property and shall be responsible for payment of any deferred/rollback taxes applicable to the Property.

If Buyer does not intend to continue the existing present use valuation property tax deferral(s) relating to the Property, ☐ Seller ☐ Buyer shall be responsible for payment of any deferred/rollback taxes applicable to the Property.

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer, as soon as reasonably possible after the Contract Date, copies of all material information relevant to the Property in the possession of Seller, including but not limited to: information regarding matters detailed on Form 502- Land Information Worksheet, title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all hard copy materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, following release of the Earnest Money, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof. Notwithstanding the above provisions regarding delivery and return of information and documentation, should there exist a separate non-disclosure, confidentiality, or similar agreement between Buyer and Seller, the terms of which conflict with this provision insofar as delivery and return of information and documentation, then the terms of such non-disclosure, confidentiality, or similar agreement shall control as to the delivery and return of information and documentation.

Section 5. Evidence of Title: Seller agrees to convey fee simple insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively "Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(b) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(c) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours,

shall have the right to enter upon the Property for the purpose of investigating matters such as those detailed on Form 502- Land Information Worksheet, conducting timber cruises, and examining and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law, and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself and its agents or representatives in exercising its rights under this Section 6(c) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(a) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

☒ If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

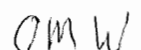
☐ If this box is checked, Seller discloses that there are one or more leases affecting the Property ("Leases"), and the following provisions are hereby made a part of this Agreement.

(a) A list of all Leases shall be set forth on **Exhibit C**. Seller represents and warrants that, as of the Contract Date, there are no other Leases, oral or written, recorded or not, nor any subleases affecting the Property, except as set forth on **Exhibit C**. Unless written consent is given by Buyer, Seller will not enter in to any Lease affecting the Property nor terminate any Lease in Exhibit C during the effectiveness of this Agreement. Buyer agrees to take no action which would affect any lease in Exhibit C prior to Closing;

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 3 as if the Leases were listed therein;

(c) Seller represents and warrants that, as of the Contract Date, there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 3. Seller agrees not to commit a Lease Default as Landlord after the Contract Date; and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) During the Examination Period, Buyer and Seller shall cooperate in good faith to determine if any Lease shall be terminated prior to Closing or shall continue after Closing. As to any Lease determined to continue after Closing, Seller shall deliver an assignment of Seller's interest in such Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease). Seller agrees to deliver such assignment of Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. The assignment shall provide: (i) that Seller shall defend, indemnify and hold Buyer harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Buyer which are caused by or the result of any default by Seller under any Lease prior to the date of Closing, and (ii) that Buyer shall defend, indemnify and hold Seller harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Seller which are caused by or the result of any default by Buyer under any Lease after the date of Closing.



(e) Seller also agrees to work diligently to obtain any tenant signatures on any estoppel certificates in such form as Buyer may reasonably request and to work diligently to obtain any subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

Section 8. Environmental/Physical Aspects of Property: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within any structures on the Property or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to: those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

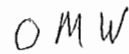
Section 10. Earnest Money Disbursement: In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(c) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money held in escrow, a licensed real estate broker is required by state law (and Escrow Agent, if not a broker, hereby agrees) to retain the Earnest Money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a broker or an attorney licensed to practice law in North Carolina is holding the Earnest Money, the broker or attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A- 12.

Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

Section 11. Closing: At or before Closing, Seller shall deliver to Buyer a special warranty deed unless otherwise specified on **Exhibit B** and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other



addresses as specified by written notice delivered in accordance herewith, (iii) at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic mail address or facsimile number, if any, provided in Section 1(g) as to Seller, and in Section 1(h) as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

Section 13. Counterparts; Entire Agreement: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that notice given in accordance with Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

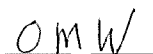
Section 15. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge/Assessments:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments or (v) any caves, mineshafts, tunnels, fissures, open or abandoned wells, gravesites, pet cemeteries, animal burial pits or landfill operations (past or present) located at the Property, except as follows (Insert "None" or the identification of any matters relating to (i) through (v) above, if any):

Note: For purposes of this Agreement: (i) a "special assessment" is defined as a charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property; a special assessment may be either pending or confirmed; (ii) a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether, at the time of Closing, it is payable in a lump sum or future installments; (iii) a "pending" special assessment is defined as an assessment that is under formal consideration by a governmental agency or an owners' association but which has not been approved prior to Closing. Seller shall pay, in full at Closing, all confirmed governmental or association special assessments, provided that the amount thereof can be reasonably determined or estimated. The payment of such determined or estimated amount shall be the final payment between Buyer and Seller as to any confirmed special assessments. If the amount of any special assessment cannot be reasonably determined or estimated, the special assessment shall be deemed a pending special assessment. Buyer shall take title subject to all pending special assessments disclosed by Seller herein, if any.

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

(c) **Owners' Association:** If the Property is subject to regulation by an owners' association, Seller shall deliver the following information to Buyer pursuant to Section 4 as if the same were listed therein (or Seller shall state that Seller does not have same in their possession or that such item is not applicable): (i) the name of the owners' association; (ii) the amount of regular assessments (dues); (iii) the name, address and telephone number of the president of the owners' association or of the association manager or management company; (iv) the owners' association website address; (v) the Seller's statement of account; (vi) the master insurance policy showing the coverage provided and the deductible amount; (vii) copies of any Declaration and/or Restrictive Covenants; (viii) the Rules and Regulations, (ix) the Articles of Incorporation and Bylaws of the owners' association; (x) the current financial statement and budget of the owners' association; (xi) the parking restrictions and information; and (xii) the architectural guidelines. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has



previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the foregoing items affecting the Property, including any amendments thereto.

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on **Exhibit B**.

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

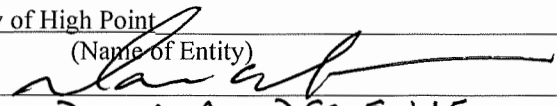
Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

Section 23. Attorneys Fees: If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

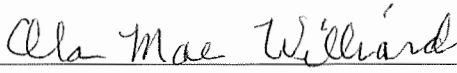
BUYER:

Government Entity

City of High Point
(Name of Entity)
By: 
Name: DAMON C. DEQUENNE
Title: ASSISTANT CITY MANAGER
Date: 08/14/2024

SELLER:

Individual


Name: Ola Mae Williard
Date: 08/19/24

WIRE FRAUD WARNING

Buyer Initials  Seller Initials OMW

To Buyers: Before sending any wire, you should call the closing agent's office to verify the instructions. If you receive wiring instructions for a different bank, branch location, account name or account number, they should be presumed fraudulent. Do not send any funds and contact the closing agent's office immediately.

To Sellers: If your proceeds will be wired, it is recommended that you provide wiring instructions at closing in writing in the presence of the closing agent. If you are unable to attend closing, you may be required to send an original notarized directive to the closing agent's office containing the wiring instructions. This directive may be sent with the deed, lien waiver and tax forms if those documents are being prepared for you by the closing agent. At a minimum, you should call the closing agent's office to provide the wire instructions. The wire instructions should be verified over the telephone via a call to you initiated by the closing agent's office to ensure that they are not from a fraudulent source.

Whether you are a buyer or a seller, you should call the closing agent's office at a number that is independently obtained. To ensure that your contact is legitimate, you should not rely on a phone number in an email from the closing agent's office, your real estate agent or anyone else.

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

Poyner Spruill LLP
(Name of Escrow Agent)

Date: _____ By: _____

Escrow Agent's contact/notice information is as follows:

Stephanie Sanders

301 Fayetteville St., Suite 1900 Raleigh, NC 27601

e-mail address: ssanders@poynerspruill.com fax number: (919)-783-1075

except as same may be changed pursuant to Section 12.

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Report of Surplus Equipment Disposal	
FROM: Kevin Rogers, Fleet Director	MEETING DATE: September 16, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Report of Vehicles/Equipment Sold	

PURPOSE: To report the sale of surplus equipment in fiscal year 2023-2024 as required by the City of High Point Purchasing Policies and Procedures Manual.

BACKGROUND: The City of High Point Purchasing Policies and Procedures Manual requires that fleet vehicles and other equipment sold via an online auction be reported to the City Council on an annual basis. A listing of items sold with descriptions and sale amount is included with this item.

BUDGET IMPACT: The sale of this equipment generated \$802,587.45 (FY 2023-2024) in proceeds for the City of High Point.

Previous sale amounts were:

FY22-23: \$962,718.04
FY21-22: \$717,221.57
FY20-21: \$990,139.07
FY19-20: \$704,918.66

RECOMMENDATION/ACTION REQUESTED: City Council is requested to consider the report from Fleet Services outlining the disposal of surplus equipment.



City of High Point
Vehicles/Equipment sold on Govdeals

FY 2023-2024

Item Description

**Sale
Amount**

2016 Chevy Impala	\$ 11,505.00
2015 Peterbilt Side Loader	\$ 98,000.00
1998 Rogers Trailer	\$ 4,950.00
2011 John Deere 524K	\$ 36,000.00
2014 Chevrolet Tahoe	\$ 8,900.00
2012 John Deere 5100M	\$ 22,000.00
2009 Ford Fusion	\$ 5,500.00
2013 Chevy Silverado	\$ 5,052.00
1993 Ford Tractor	\$ 8,600.00
2014 Dodge Charger	\$ 2,725.00
2007 Ford Crown Vic	\$ 5,250.00
2003 Ford F450 Ambulance	\$ 8,500.00
2012 Dodge Charger	\$ 2,525.00
2011 John Deere Ztrack	\$ 2,075.00
2012 John Deere Ztrack	\$ 1,375.00
2014 John Deere Ztrack	\$ 2,651.00
2004 Chevy Suburban	\$ 4,150.00
2012 Ford F350 Utility Body	\$ 16,700.00
2017 Peterbilt 320 Side Loader	\$ 75,500.00
2004 Chevy Suburban	\$ 4,225.00
2012 Dodge Charger	\$ 3,000.00
Lot of badger meters	\$ 13,650.00
2015 Toyota Sienna	\$ 11,200.00
2014 Dodge Charger	\$ 3,566.00
2008 Sterling Dump Truck	\$ 56,000.00
2008 Ford F150	\$ 6,200.00
2007 International 7400	\$ 40,500.00
2013 Ford E250	\$ 11,500.00
2005 Ford F450	\$ 9,001.00
1996 Ford Ranger	\$ 5,170.00
2009 Ford Escape	\$ 5,750.00
2012 Chevy 2500	\$ 7,550.00
2014 Ford F150 4X4	\$ 4,700.00
2008 Ford F150	\$ 7,000.00
2013 Chevy Silverado	\$ 8,087.00
2014 International Boom Loader	\$ 45,500.00
2014 Dodge Charger	\$ 4,750.00
2012 Dodge Charger	\$ 3,150.00
2009 Chevy 2500	\$ 5,700.00
2006 Chevy 2500	\$ 6,800.00
2010 John Deere 624K Loader	\$ 41,000.00
2016 Ford F350 Utility Body	\$ 8,600.00
2011 Ford F250 4X4	\$ 10,200.00
2009 F750 Underground Electric Truck	\$ 17,700.00

2009 Toyota Camry	\$	6,950.00
2010 Mazda CX-9	\$	3,650.00
2011 Dodge Caravan	\$	5,400.00
2018 Chevy Tahoe	\$	2,703.01
2008 Ford F350		7,205.00
2016 Chevy Impala	\$	6,300.00
2015 Dodge Charger	\$	2,149.00
2016 Chevy Impala	\$	7,601.00
2013 Chrysler 200	\$	4,494.43
2016 Chevy Impala	\$	5,150.00
2016 Chevy Impala	\$	5,300.00
2015 Dodge Charger	\$	1,725.00
2012 Kia Optima	\$	4,250.00
Lot of signs and cones	\$	210.00
Lot of used signs	\$	530.00
Terex Compactor	\$	500.00
Terex Compactor	\$	500.00
Lot of Used Parts	\$	103.00
Watch Guard Lot 19	\$	850.00
Lot of Used Parts	\$	1.00
Trench Box	\$	5,750.00
Lot of Paddle Boats	\$	3,050.00
1991 Ford 4630 Tractor	\$	5,728.00
Lot of used computers	\$	3,383.00
John boat and motor	\$	471.00
Ballymore Forklift Basket	\$	260.01
Lot of used furniture	\$	26.99
1996 Bandit Chipper Trailer	\$	4,350.00
Port A Cool	\$	525.00
2007 Exmark Mower	\$	625.00
Tire Machine	\$	2,326.01
Stihl blowers and weedeaters	\$	150.00
Used office equipment, break room tables and desk	\$	10.00
Nitro Fill Machine	\$	505.00
Magnum Vehicle Lifts	\$	1,800.00
ARE Camper Shell	\$	250.00
Dewalt Power Tools	\$	72.00
Craftsman Drill Press	\$	100.00
Water Meters	\$	30,500.00
2013 Dodge Charger	\$	4,250.00
SPX Robinair	\$	52.00
LP Generator	\$	675.00
2006 John Deere 990	\$	9,700.00
\$		802,587.45