



City of High Point

Meeting Agenda

City Council

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

Cyril Jefferson, Mayor
Britt W. Moore, Mayor Pro Tempore (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), Tim Andrew (Ward 5), and Michael Holmes
(Ward 6),

Monday, May 19, 2025

5:30 PM

Council Chambers

ROLL CALL, MOMENT OF SILENCE, AND PLEDGE OF ALLEGIANCE

ADOPTION OF AGENDA

RECOGNITIONS AND PRESENTATIONS

- 2025-182 **Proclamation - ALS Awareness Month**
Mayor Jefferson will read a Proclamation declaring the month of May 2025 as ALS Awareness Month.
- 2025-183 **Proclamation - Miss High Point and Miss High Point's Teen**
Mayor Jefferson will read Proclamations celebrating Miss High Point and Miss High Point's Teen.
- 2025-188 **Proclamation - Public Works Week**
Mayor Jefferson will read a Proclamation declaring May 18-24, 2025 as Public Works Week.

CONSENT AGENDA ITEMS

- C-1)** 2025-169 **Consideration of a Change Order to Burford Construction**
City Council is requested to consider a Change Order in the amount of \$160,000 to increase the contract amount to \$1,430,000 and authorize the appropriate City Official(s) to execute all necessary documents.(Recommended by the Finance Committee)
- C-2)** 2025-170 **Consideration of an Update to the Public Transportation Agency Safety Plan (PTSAP)**
City Council is requested to consider an update to the PTSAP and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)

- C-3)** 2025-171 **Consideration of a Contract with Motorola Solutions, Inc.**
City Council is requested to consider a contract with Motorola Solutions, Inc. in the amount of \$139,194 for the purchase of thirty (30) mobile radios utilizing North Carolina State Contract – 19144 – 725G, and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)
- C-4)** 2025-172 **Consideration of a Contract with Miller Services HVAC, Inc.**
City Council is requested to consider a contract with Miller Services HVAC, Inc. in the amount of \$101,525 for the replacement of five (5) HVAC units at the Eastside Wastewater Treatment Plant (WWTP) and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)
- C-5)** 2025-173 **Consideration of a Sole Source Contract with Precision Safe Sidewalks**
City Council is requested to consider a sole source contract with Precision Safe Sidewalks in the amount of \$150,000 for sidewalk repairs and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)
- C-6)** 2025-174 **Consideration of a Contract with BAR Construction Company, Inc.**
City Council is requested to consider a contract with BAR Construction Company, Inc. in the amount of \$2,164,500 for the expansion of the Ward Water Plant Maintenance Facility Building and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)
- C-7)** 2025-176 **Consideration of a Sole Source Contract Renewal with Accela, Inc.**
City Council is requested to consider a Sole Source Contract Renewal with Accela, Inc. in the amount of \$614,667.55 for the two-year renewal of the cloud hosting services contract and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)
- C-8)** 2025-177 **Consideration of a Resolution Directing the Expenditure of Opioid Settlement Funds for the City of High Point**
City Council is requested to consider a Resolution Directing the Expenditure of Opioid Settlement Funds to Caring Services, Inc., approve a budget ordinance amendment, and authorize the appropriate City Official(s) to execute all necessary documents.

(Recommended by the Finance Committee)

- C-9)** 2025-186 **Consideration of Acquisition of Real Property - 1661 Westchester Drive**
City Council is requested to consider the acquisition of real property located at 1661 Westchester Drive in the amount of \$970,000 to support the development of the Commercial Shared-Use Kitchen Project and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)
- C-10)** 2025-180 **Consideration of Approval of Minutes**
City Council is requested to approve the following minutes:
- Finance Committee Minutes - April 17, 2025 @ 4:00 p.m.
Special Meeting of the High Point City Council Minutes - April 21, 2025 @ 4:30 p.m.
Regular Meeting of the High Point City Council Minutes - April 21, 2025 @ 5:30 p.m.
Manager's Briefing Minutes -May 5, 2025 @ 4:30 p.m.
Regular Meeting of the High Point City Council Minutes - May 5, 2025 @ 5:30 p.m.
Prosperity, Livability & Safety Committee Minutes - May 8, 2025 @ 9:00 a.m.

GENERAL BUSINESS AGENDA

- G-1)** 2025-187 **Public Hearing - Proposed FY 2025-26 City of High Point Annual Budget**
City Council is requested to conduct a Public Hearing regarding the proposed City of High Point FY 2025-26 Annual Budget.
- G-2)** 2025-179 **Public Hearing - Guilford County Board of Education - Annexation 25-01**
City Council is requested to conduct a Public Hearing regarding a request by Guilford County Board of Education to consider a voluntary contiguous annexation for an approximate 8.5+ acre portion of a larger parcel. The parcel is located north of the intersection of E. Springfield Road and Ingram Road (*1311 E. Springfield Road*). The request pertains to a portion of a 20.49-acre parcel that is also known as Guilford County Tax Parcel 196203.
- G-3)** 2025-178 **Public Hearing - Guilford County Board of Education - Zoning Map Amendment 25-04**
City Council is requested to conduct a Public Hearing regarding a

request by Guilford County Board of Education to rezone an approximate 20.49-acre parcel from the Residential Single Family - 5 (R-5) District to a Conditional Zoning Institutional (CZ-I) District. The site lies north of the intersection of E. Springfield Road and Ingram Road (*1311 E. Springfield Road*). Approval of this rezoning application is contingent upon City Council approval of a voluntary annexation request.

- G-4)** 2025-181 **Bond Order Authorizing Issuance of Series 2025 Combined Enterprise System Revenue Bonds**
City Council is requested to approve the attached “Bond Order Authorizing the Sale and Issuance by The City of High Point, North Carolina of Not-To-Exceed \$41,200,000 Combined Enterprise System Revenue Bonds, Series 2025 and Authorizing the Execution and Delivery of Certain Documents in Connection Therewith.”
- G-5)** 2025-200 **Consideration of an Appointment to the High Point Economic Development Board of Directors**
City Council is requested to confirm Mayor Jefferson’s recommendation to appoint Jane Liebscher to the High Point Economic Development Board of Directors to fill an unexpired term. The appointment will be effective immediately and will expire on December 31, 2025.
- G-6)** 2025-201 **Consideration of Reappointments to the Board of Adjustment**
City Council is requested to confirm Mayor Jefferson’s recommendation to reappoint Nho Bue (Alternate Member) and Matt Witmeyer (Member) to the Board of Adjustment. Terms are effective July 1, 2025, and expire on June 30, 2028.
- G-7)** 2025-202 **Consideration of Reappointments to the Historic Preservation Commission**
City Council is requested to confirm the following reappointments to the Historic Preservation Commission, with terms effective July 1, 2025, and expiring on June 30, 2028: Council Member Holmes recommends the reappointment of Holly Davis; Council Member Cook recommends the reappointment of John Maze; and Mayor Jefferson recommends the reappointment of Rodney Smith.
- G-8)** 2025-203 **Consideration of a Reappointment to the Planning & Zoning Commission**
City Council is requested to confirm Council Member Harman’s recommendation to reappoint Ray Wheately to the Planning & Zoning Commission; term effective July 1, 2025, and expiring on June 30, 2028.

ADJOURNMENT

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Proclamation - ALS Awareness Month

FROM:
Mayor Jefferson

MEETING DATE:
May 19, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. ALS Awareness Month Proclamation

PURPOSE: To present a Proclamation declaring the month of May 2025 as ALS Awareness Month.

BACKGROUND: N/A

BUDGET IMPACT: N/A

RECOMMENDED ACTION REQUESTED: Mayor Jefferson will read a Proclamation declaring the month of May 2025 as ALS Awareness Month.

Office of the Mayor
City of High Point
North Carolina
Proclamation...

- WHEREAS,** amyotrophic lateral sclerosis (ALS), also commonly known as Lou Gehrig's disease, is a progressive fatal neurodegenerative disease in which a person's brain loses connection with their muscles, slowly reducing a person's ability to walk, talk, eat, and eventually breathe; and
- WHEREAS,** thousands of new ALS cases are reported every year, and estimates show that every 90 minutes, someone is diagnosed with ALS and someone passes away from ALS; and
- WHEREAS,** on average, patients diagnosed with ALS survive only two to five years from the time of diagnosis; and
- WHEREAS,** the exact causes of ALS are unknown and there is no known cure for ALS; and
- WHEREAS,** people who have served in the military are more likely to develop ALS and die from the disease than those with no history of military service; and
- WHEREAS,** securing access to new therapies, durable medical equipment, and communication technologies is of vital importance to people living with ALS; and
- WHEREAS,** clinical trials play a pivotal role in evaluating new treatments, enhancing quality of life, and fostering assistive technologies for those living with ALS; and
- WHEREAS,** the ALS Association is the largest philanthropic funder of ALS research globally and has committed more than \$154 million to support more than 550 projects across the United States and 18 other countries; and
- WHEREAS,** the ALS Association is committed to accelerating the pace of discovery, fueled by the hope that one day ALS will be a livable disease for everyone, everywhere, until a cure can be found; and
- WHEREAS,** Amyotrophic Lateral Sclerosis Awareness Month provides an opportunity to increase public awareness of the dire circumstances of people living with ALS, acknowledge the terrible impact this disease has on those individuals and their families, and support research to eradicate this disease.

NOW, THEREFORE I, Cyril Jefferson, Mayor of the City of High Point, do hereby proclaim the month of May 2025 as

ALS Awareness Month

and call upon all citizens of our community to join in supporting ALS research, advocating for increased funding, and standing in solidarity with those affected by this relentless disease.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of High Point, North Carolina this 19th day of May 2025.

Cyril Jefferson, Mayor

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Proclamation - Miss High Point and Miss High Point's Teen

FROM:
Mayor Jefferson

MEETING DATE:
May 19, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:

1. Miss High Point 2025 - Ella Faye Parker
 2. Miss High Point's Teen 2025 - Carrie Rader
-

PURPOSE: To present Proclamations celebrating Miss High Point and Miss High Point's Teen.

BACKGROUND: N/A

BUDGET IMPACT: N/A

RECOMMENDED ACTION REQUESTED: Mayor Jefferson will read Proclamations celebrating Miss High Point and Miss High Point's Teen.

Office of the Mayor
City of High Point
North Carolina
Proclamation...

WHEREAS, on Saturday, November 16, 2024, Ella Parker captured the title of Miss High Point 2025. She was crowned by Kamryn Hollowell, Miss North Carolina's Teen 2024; and

WHEREAS, the Miss High Point Scholarship Competition is operated by the Miss High Point Organization and is a non-profit and official preliminary within the Miss America Organization. Under the direction of Local Director Mary Hawley Hines, this is the forty-fifth time the City of High Point will have had a representative at the Miss North Carolina Competition; and

WHEREAS, Ella has demonstrated exceptional leadership and commitment to fostering inclusion within the High Point community through her Community Service Initiative, "Inclusion for All." She has worked tirelessly alongside organizations such as the Special Olympics, the ARC of High Point, and Best Buddies, forming partnerships that promote awareness and support for individuals with intellectual and developmental disabilities; and

WHEREAS, Ella Parker has rightfully earned the respect from the citizens and organizations of High Point and, through her accomplishments, has brought great honor and prestige to the Miss High Point Scholarship Organization and the High Point community.

NOW, THEREFORE I, Cyril Jefferson, Mayor of the City of High Point, do hereby present this Proclamation to

Ella Faye Parker

and express our sincere congratulations on being crowned Miss High Point 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of High Point, North Carolina this 19th day of May 2025.

Cyril Jefferson, Mayor

Office of the Mayor
City of High Point
North Carolina
Proclamation...

WHEREAS, on Saturday, November 16, 2024, Carrie Rader captured the title of Miss High Point's Teen, 2025. Carrie was crowned by Kamryn Hollowell, Miss North Carolina's Teen 2024; and

WHEREAS, the Miss High Point Scholarship Competition is operated by the Miss High Point Organization and is a non-profit and official preliminary within the Miss America Organization. Under the direction of Local Director Mary Hawley Hines, this is the fourth time the City of High Point will have had a representative at the Miss North Carolina's Teen Scholarship Competition; and

WHEREAS, Carrie founded *Carrie Cares*, a community service initiative empowering youth through volunteerism and fostering compassion through action, inspiring her peers to serve and give back; through her consistent efforts—ranging from organizing donation drives, preparing blessing bags, and serving food at shelters. Carrie has become a beacon of hope, advocacy, and leadership in the High Point community; and

WHEREAS, Carrie Rader has rightfully earned the respect from the citizens and organizations of High Point and through her accomplishments has brought great honor and prestige to the Miss High Point Scholarship Organization and the High Point community.

NOW, THEREFORE I, Cyril Jefferson, Mayor of the City of High Point, do hereby present this Proclamation to

Carrie Mahalie Rader

and express our sincere congratulations on being crowned Miss Teen High Point 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of High Point, North Carolina this 19th day of May 2025.

Cyril Jefferson, Mayor

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Proclamation - Public Works Week

FROM:
Mayor Jefferson

MEETING DATE:
May 19, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
None

PURPOSE: To present a Proclamation declaring May 18-24, 2025 as Public Works Week.

BACKGROUND: N/A

BUDGET IMPACT: N/A

RECOMMENDED ACTION REQUESTED: Mayor Jefferson will read a Proclamation declaring May 18-24, 2025 as Public Works Week.

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Change Order to Burford Construction

FROM:
Tyler Berrier
Electric Utilities Director

MEETING DATE:
May 19, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Proposal

PURPOSE: The Electric Department is requesting to execute a change order to the initial contract labor & equipment contract (previously adopted) with Burford Construction.

BACKGROUND: The Electric Department has a contract with Burford Construction for labor & equipment to perform tree trimming and electrical line clearance on our electrical distribution system. Due to increased labor rates, additional projects with the North Carolina Department of Transportation (NCDOT) and specialized workers (climbing crews), initiating a change order will be required to carry this contract out through the remainder of the term.

The department is recommending that this change order be awarded to Burford Construction for \$160,000. This will bring the new contract amount to \$1,430,000.

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

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a Change Order in the amount of \$160,000 to increase the contract amount to \$1,430,000 and authorize the appropriate City Official(s) to execute all necessary documents.



June 5th, 2023

City of High Point, North Carolina
Attention: Candy Harmon
Purchasing Division
816 East Green Drive
High Point, NC 27260

Re: Tree Trimming Services – Secondary Provider

To Whom It May Concern,

The purpose of this transmittal letter is to cover the requirements set forth in the Tree Trimming Services – Secondary Provider Requests for Proposals Section B.1.

Please see the requested information below:

Legal Name and Headquarter Address

Burford's Construction, LLC
11519 Stemley Road
Lincoln, AL 35096

Local Office

100 Pike Way
Mount Airy, NC 27030

Authorized Representative

Coates Covington
Executive Vice President

Sincerely,

Coates Covington
Executive Vice President



June 5th, 2023

City of High Point, North Carolina
Attention: Candy Harmon
Purchasing Division
816 East Green Drive
High Point, NC 27260

Re: Tree Trimming Services – Secondary Provider

To Whom It May Concern,

The purpose of this letter is to outline the executive summary, organization and staffing, statement of work, qualifications and experience, and conflict of interest requirements set forth in the Tree Trimming Services – Secondary Provider Request for Proposal document section B.2, B.3, B.4, B.5, and B.6.

Please see the requested information below:

Executive Summary

For the last several months, Burford's Construction has provided Vegetation Management services to the City of High Point. As outlined in section G of the Request for Proposal Document, Burford's Construction understands this proposal includes all labor, material, supervision, and equipment to perform tree trimming services.

We also understand that in performing this work we will comply with all local, state and federal requirements including permitting, licensing, and safety rules and procedures in performing this work.

Our services will remain timely and reliable with a designated representative on-site for the duration of the work.

Burford's Construction is uniquely able to provide these services with a large presence to tree trimming resources geographically attractive to the City of High Point. For instance, we have recently been able to add climbing resources in addition to the standard bucket crew on a flexible basis. Secondly, Burford's Construction has a large fleet of both conventional and mechanized vegetation equipment in close proximity as well.

Organization and Staffing

Burford's Construction currently has a fully staffed aerial lift crew on property performing work and, as mentioned previously, a climbing crew that has completed work over the past several weeks.

Should additional resources be needed, Burford's has a strong resource pool in the state of North Carolina to quickly add any resource need with qualified, competent performers.



Below is a list of key leadership team:

Senior Leadership

Will Burford

President

Will has spent the last 15 years in the utility vegetation management industry. Starting in 2006, Will joined his father's family business (Burford's Tree) as Vice President and Shareholder. As such, Will's responsibility was to oversee daily operations including safety, environmental stewardship, budgets, schedules, and resource allocations. Will served in this role until leaving Burford's Tree to found Burford's Construction in 2018 where he serves as President. Will remains engaged in all facets of the business. Throughout his career will has managed hundreds of employees to safely execute ROW maintenance, reclamation, and initial clearing throughout the country.

Coates Covington

Executive Vice President

Coates has spent the last 12 years solely focused on the utility vegetation management industry. Starting in 2011 at Burford's Tree, Coates began his career in the field overseeing projects to their successful completion. As his career progressed, Coates served in many roles including Fleet Management, Regional Management, and Operations Coordination. Joining Burford's Construction in 2018, Coates currently serves as the companies Vice President overseeing all aspects of the operations driving safety, efficiency, and stewardship in everything we do.

Ryan Abernathy

Director of Safety, Human Resources, and Compliance

Ryan joined Burford's Construction in 2019 after having overseen some of the largest contracts ever issued by the Federal government for safety and compliance. Upon that foundation, Ryan serves to oversee the company's safety program taking it beyond just compliance to exceed industry safety standards. Ryan guides the field safety professionals in facilitating the necessary coaching, training, and mentoring all while assuring that our work force works safely every day.

Carson Yates

Director of Project Management

Carson brings a unique set of skills to the table with a background/degree in accounting along with over 15 years of contracting experience. With his skill set he can marry project management needs of budgeting and scheduling to maintain project milestones. Carson focuses on project/contract tracking to ensure that resources maintain planned targets and communicating any necessary updates to both utility customers and within the Burford's Construction team.

Regional Leadership



Chris Kanute

Regional Manager (Carolinas)

Chris has spent his entire career embedded within our industry. At the start of his career, Chris travelled throughout the United States completing numerous programs and projects within the vegetation management space. Since 2018, Chris has served as the Regional Manager overseeing all daily operations in the Carolinas. His responsibilities include, but are not limited to, providing leadership in safety, top tier customer service (internal and external), and tracking productivity to meet schedule and financial goals in each local territory.

Regional Safety Leadership

Michael Bundy

Regional Safety Supervisor (Carolinas)

Mike has dedicated his time in the vegetation management industry to safety. Having previously served as a safety supervisor for another contractor, Mike joined Burford's Construction in 2021 to serve as the Regional Safety Supervisor. As one of the key driving forces in our work group, Mike focuses solely on safety. His responsibilities include formal classroom training, on the job training, coaching, and mentoring, and innovation in the realm of safety.

Regional Supervisory Leadership

Ambrosio "Bo" Santos

Supervisor (Carolinas)

Bo has over 20 years of industry experience starting as a groundman and working his way to a supervisor. In this role, Bo mentors the General Foreman to constantly exceed their own standards by continued coaching. Having come up thru the ranks, Bo has a keen eye for taking care of the small details and leads with his plan, do, check, and adjust mentality.

Statement of Work

Burford's Construction performs vegetation management services in over 15 states throughout the Southeast, Mid-Atlantic, Midwestern, and Western United States. Our customers include large utility companies such as Duke Energy (enterprise wide), Florida Power and Light, American Electric Power, Oncor, and many more.

With this vast experience, Burford's Construction understands the requirements needed to successfully complete a vegetation management program.

Qualifications and Experience

In a typical year, the Burford's Construction team completes vegetation management for over 5,000 miles of transmission and distribution ROW, initial ROW clearing of over 150 miles, and the removal of over 5,000 danger trees.

Please also see attached for references requested.



Conflict of Interest

No conflicts exist for the submittal of this proposal.

We sincerely appreciate the opportunity to be a continued contract partner with the City of High Point. We have enjoyed providing our services to date and would like to expand those service offerings in a continued partnership.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, consisting of a series of fluid, connected strokes that form a stylized representation of the name Coates Covington.

Coates Covington
Executive Vice President

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of an Update to the Public Transportation Agency Safety Plan (PTSAP)

FROM:
Angela Wynes
Transit Manager

MEETING DATE:
May 19, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:

1. Public Transportation Agency Safety Plan (PTASP)
 2. PTASP Annual Review and Updates FY 2025
-

PURPOSE: As a recipient of Federal Transit Administration (FTA) funds, the City is required to comply with the FTA regulation, 49 CFR Part 643, PTSAP. One requirement is an annual review of the plan and, if necessary, updating of information based on current procedures and practices. Recipients must certify annually that they have a compliant safety plan as a condition of receiving ongoing federal funds.

BACKGROUND: The Transit Safety Officer, the Transit Manager, and the Safety Management System (SMS) key staff have reviewed the updated PTASP, which was initially approved in March 2022. The attached "PTASP Annual Review Notes and Updates" page documents the changes.

BUDGET IMPACT: N/A

RECOMMENDED ACTION REQUESTED: City Council is requested to consider an update to the PTASP and authorize the appropriate City Official(s) to execute all necessary documents.



High Point Transit System

City of High Point, North Carolina

Public Transportation AGENCY SAFETY PLAN

VERSION 4.0

TRANSIT-031220-R-0010 PHASE 4

JANUARY 1, 2025

Prepared By:
K&J Safety and Security Consulting Services, Inc.
3257 Elcano Lane
Cantonment, FL 32533

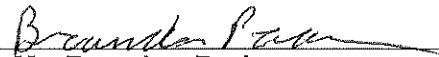


Approvals

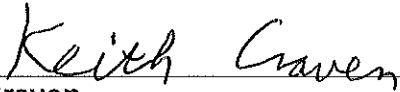
The SMS Implementation Plan has been reviewed and authorized by the following individuals:



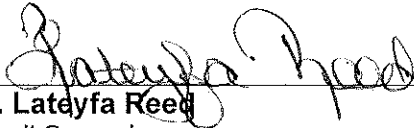
Ms. Angela Wynes
Transit Manager / Accountable Executive



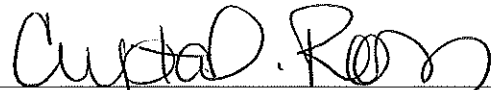
Mr. Brandon Parker
Chief Safety Officer / SMS Manager



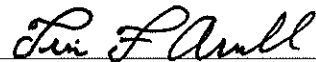
Mr. Keith Craven
Assistant Transit Manager / Assistant SMS Manager



Ms. Latayfa Reed
Transit Supervisor



Ms. Crystal Ross
Paratransit Supervisor



Mr. Tim Arnold
Transit Maintenance Supervisor



Mr. Ronell Williams
Frontline Representative

Transit Agency Information

High Point Transit System
716 W Martin Luther King Jr. Drive
High Point, North Carolina 27262
(336) 889-7433

City Council	Hon. Cyril Jefferson	<i>Mayor</i>
Accountable Executive	Angela Wynes	<i>Transit Manager</i>
SMS Manager	Brandon Parker	<i>Transit Safety Officer</i>
Assistant SMS Manager	Keith Craven	<i>Assistant Transit Manager</i>
Modes	Bus and Paratransit	<i>Fixed-Route, Bus Paratransit</i>
FTA Funding Types	5303, 5307, 5309, 5337, and 5339	<i>Urban Area and Advanced Mobility Capital Investments State of Good Repair Bus and Bus Facility Program</i>

Document Control

No.	Modification / Edit	Page	Section	Name	Initials	Date
1	Original Public Transportation Agency Safety Plan Document			Angela Wynes, Transit Manager		
2	Annual Review. Updated. Reference Word Document "SMS Annual Review and Updates 2022"			Brandon Parker		2/21/22
3	Annual Review. Updated Org Charts			Brandon Parker		1/23
4	Annual Review and Update. Reference word document "PTASP Annual Review and Updates FY 2024"			Brandon Parker		1/24
5	Annual Review and Update. Reference word document "PTASP Annual Review and Updates FY 2025"	See attached	See attached	Brandon Parker		1/25
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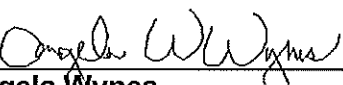
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PTASP Certification

This Agency Safety Plan (PTASP) was drafted by the High Point Transit System through collaboration with K&J Safety and Security Consulting Services, Inc.

The following signatures provide certification that this Agency Safety Plan (PTASP) complies with 49 CFR Part 673, for a Small Bus Agency.

1. Signature by the Accountable Executive		04/16/2025
	Angela Wynes Transit Manger / Accountable Executive	Date of Signature
2. Approval by the High Point City Council		
	Honorable Cyril Jefferson Mayor	Date of Approval
3. Certification of Compliance with 49 CFR Part 673		4/16/2025
	Brandon Parker Transit Manager / SMS Manager	Date of Certification

The following documents are "incorporated by reference" and available for review by authorized parties at the High Point Transit System's Headquarters:

- 1) City of High Point Continuity of Operations / Broad Avenue Terminal – December 1, 2016
- 2) City of High Point Safety Program Book – January 2011

HIGH POINT TRANSIT SYSTEM SAFETY MANAGEMENT POLICY STATEMENT

The mission of the High Point Transit System (HPTS) is to provide a safe and reliable transportation service for the public, healthful and safe working conditions for all HPTS employees, and to comply with all applicable Federal, State, and local laws and regulations.

HPTS is fully committed to SMS and to providing its customers with a safe transportation service, maintaining a strong safety culture, and providing a working environment that ensures the safety and health of its employees and protects the environment. HPTS is further committed to developing, implementing, maintaining, and continuously improving its processes to ensure that all transit service delivery activities occur under a balanced allocation of organizational resources, aimed at achieving the highest level of safety performance and meeting the established standards. As such, HPTS is placing the management of safety as one of the core business functions of the organization, across all modes of transportation.

It shall be the responsibility of management at all levels of the organization, as well as employees in each division to be accountable for delivery of the highest level of safety performance, beginning with the Transit Manager (TM). Therefore, HPTS is committed to achieving the following objectives:

1. **Supporting** the SMS and the management of safety by providing appropriate resources to support an organizational culture that fosters safe operational practices, encourages effective safety reporting and communication, and actively manages safety with the same attention to results as that given to the other management systems of the Agency;
2. **Integrating** the management of safety as part of the primary responsibilities of all HPTS managers and employees.
3. **Clearly Defining** accountabilities and responsibilities of all employees and managers alike to uphold the organization's safety performance goals and performance of the Safety Management System (SMS).
4. **Establishing and Operating** a Safety Risk Management process allowing for hazard identification, analysis, and risk evaluation utilizing an employee reporting program as a principal source for information gathering.
5. **Prioritizing** the elimination or mitigation of calculated identified safety risks created by operating conditions or activities, to a level consistent with the Agency's acceptable level of safety performance.
6. **Ensuring** that no action will be taken against any employee who discloses a safety concern through an employee safety reporting program unless disclosure indicates through the investigative process and beyond a reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures was committed.
7. **Complying** with, or exceeding when possible, legislative, and regulatory requirements and standards.
8. **Ensuring** sufficiently trained and knowledgeable human capital is available to implement the various SMS processes, including as part of service delivery operations.
9. **Ensuring** all employees are provided with adequate and appropriate safety-related information and training, competent in safety management processes and subject, and allocated only tasks commensurate with their skills.
10. **Establishing and Measuring** safety performance against data-driven safety performance indicators and targets.

HIGH POINT TRANSIT SYSTEM SAFETY MANAGEMENT POLICY STATEMENT

11. **Continuous Improvement** of safety performance and the SMS through management processes that ensure appropriate safety risk management, assurance, and promotion activities are identified, implemented, and effective.
12. **Ensuring** externally supplied systems and services to support HPTS operations are delivered in a manner to meet safety performance standards
13. **Defining** processes to address conditions when disciplinary actions will be exempt based on the actions of an employee, in support of promoting a positive safety culture.

To implement this Agency Safety Plan (PTASP), HPTS's employees and contractors must focus on the following Safety Management System components:

- **Safety Management Policies** to guide the development, implementation, and maintenance of the SMS processes.
- **Safety Risk Management** process for identifying hazards and analyzing, assessing, and mitigating safety risk to the lowest reasonable level.
- **Safety Assurance** to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the Authority meets or exceeds its safety objectives through the collection, analysis, assessment, and trending of information.
- **Safety Promotion** to support SMS, including safety communications and training. High Point Transit System actively collaborates with frontline transit worker representatives in all aspects of our SMS, including:
 - **Hazard Identification & Risk Management** – Encouraging workers to report safety concerns without fear of retaliation and integrating their insights into hazard assessments.
 - **Safety Policy Development** – Engaging frontline worker representatives in the creation, review, and revision of safety policies, ensuring their voices are heard.
 - **Safety Committees & Meetings** – Establishing regular safety meetings where frontline workers and their representatives can provide direct input on safety initiatives.
 - **Corrective Action & Continuous Improvement** – Ensuring that worker feedback is a key component in corrective action plans and ongoing safety enhancements.

We believe that frontline employees are our first line of defense against safety hazards. Their firsthand knowledge and experience are invaluable in identifying risks and improving safety performance. This policy statement will be reviewed and updated to align SMS processes with ongoing and evolving safety performance goals and objectives.



Angela Wynes

Transit Manager

High Point Transit System

February 2025

Acronyms

AAR	After-Action Reports
ACSE	American Society of Safety Engineers
ADA	Americans with Disabilities Act
AE	Accountable Executive
ANSI	American National Standards institute
APTA	American Public Transit Association
ASTM	American Society for Testing and Materials
AVL	Automatic Vehicle Locator
BMP	Bus Maintenance Plan
CAP	Corrective Action Plan(s)
CCB	Change Control Board
CCR	Configuration Change Request
CFR	Code of Federal Regulations
COOP	Continuity of Operations Plan
DBE	Disadvantaged Business Enterprise
DHS	Department of Homeland Security
DoD	United States Department of Defense
EMA	Emergency Management Agency
EMP	Emergency Management Program
EPA	Environmental Protection Agency
ERP	Emergency Response Plan
ESRP	Employee Safety Reporting Program
EX	Emergency Exercise
FAMP	Facilities Management Plan
FLSC	Fire Life Safety and Security Working Group
FSE	Full-Scale Exercise
FTA	Federal Transit Administration
GPS	Global Positioning Satellite
HPMPO	High Point Metropolitan Planning Organization
HPTS	High Point Transit System
HSEEP	Homeland Security Exercise and Evaluation Program
IAPP	Internal Audit Program Plan
ICS	Incident Command System
ID	Identification
ISA	Internal Safety Audit
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
ITP	Individual Training Program
KPI	Key Performance Indicators
MAP-21	Moving Ahead for Progress in the 21 st Century
MBE	Minority Business Enterprise
MIL-STD	Military Standard
MPO	Metropolitan Planning Organization
MSDS	Material Safety Data Sheets
MSF	Maintenance and Storage Facility

MTM	Manager of Streetcar Maintenance
N/A	Not Applicable
NFPA	National Fire Protection Association
NIOSH	National Institute for Occupational Safety and Health
NPTSP	National Public Transportation Safety Plan
NSC	National Safety Council
NSP	National Safety Plan <i>also see NPTSP</i>
NTD	National Transit Database
NTI	National Transportation Institute
NTSB	National Transportation Safety Board
O&M	Operation and Maintenance
OEM	Original Equipment Manufacturer
OMP	Operations and Maintenance Plan
OSHA	Occupational Safety and Health Administration
PHA	Preliminary Hazard Analysis
PM	Preventative Maintenance
PMI	Preventative Maintenance Inspection
PMMS	Preventative Maintenance Management System
PPE	Personal Protective Equipment
PRO	Pre-Revenue Operations
PTASP	Public Transportation Agency Safety Plan
PTSCTP	Public Transportation Safety Certification Training Program
QA	Quality Assurance
QC	World Safety Organization
SA	Safety Assurance
SDS	Safety Data Sheet <i>also see MSDS</i>
SGR	State of Good Repair
SIT	System integration testing
SME	Subject Matter Expert
SMS	Safety Management System
SOP	Standard Operating Procedures
SPC	Safety Performance Criteria
SPI	Safety Performance Indicators
SPT	Safety Performance Targets
SRA	Safety Risk Analysis
SRCP	Safety Rules Compliance Program
SRL	Safety Risk Log
SRM	Safety Risk Management
SSC	Safety and Security Certification
SSCP	Safety and Security Certification Plan(s)
SSEPP	System Security and Emergency Preparedness Plan
SO	Safety Officer
SSPP	System Safety Program plan
TAM	Transit Asset Management Plan
TSA	Transportation Security Administration
TSO	Transit Safety Officer
TTX	Tabletop Exercise

TVA	Threat and Vulnerability Analysis
U.S.C.	United State Code
UASI	Urban Area Security Initiative
UC	Unified Command
VRM	Vehicle Revenue Miles
WBE	Woman Business Enterprise
WSO	World Safety Organization

Definitions¹

Accident: An event that involves any of the following:

1. A loss of life.
2. Report of a serious injury to a person.
3. A collision of public transportation vehicles.
4. A runaway train (N/A to HPTS).
5. An evacuation for life safety reasons; (N/A to HPTS) or
6. Any derailment of a rail transit vehicle (N/A to HPTS).

Accountable Executive: A single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency's Transit Asset Management Plan in accordance with 49 U.S.C. 5326.

Administrator: The Federal Transit Administrator or the Administrator's designee.

Collision: All collisions between a rail transit vehicle and another rail transit vehicle; all collisions resulting in substantial property damage, serious injury, or fatality.

Configuration Management: A process to assure that all documentation that describes a system and its various components is current and reflects the actual functional and physical characteristics of the system throughout its life cycle.

Contractor: An entity that performs tasks required on behalf of the oversight or rail transit agency. The rail transit agency may not be a contractor for the oversight agency.

Corrective Action Plan (CAP): A plan prepared by an RTA that describes the actions it will take to correct, eliminate, mitigate, or control hazardous conditions.

Derailment: A non-collision event in which one or more wheels of a rail transit vehicle unintentionally leaves the rails. Two-Hour Accident notification is required anytime there is the derailment of a rail transit vehicle at any location, at any time, whatever the cause.

Emergency: A situation, which is life threatening or which causes damage on or in any RTA facility, right-of-way or vehicle.

Equivalent Authority: An entity that carries out duties similar to that of a Board of Directors, for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or subrecipient's Public Transportation Agency Safety Plan.

Evacuation: A condition that occurs when persons depart from transit vehicles or facilities for life safety reasons, including self-evacuation.

Event: Any Accident, Incident, or Occurrence

Fatality: A death or suicide occurring at the scene or within 30 days following the accident; excludes deaths resulting from illness or other natural causes and criminal homicides that are not related to collisions with a rail transit vehicle.

¹ Definitions are referenced from 49 CFR Part 673

Findings of Non-Compliance: Those instances where the RTA's SSPP, SSP/SEPP or supporting documents and manuals do not meet state or federal requirements, or in cases where internal practices do not follow the RTA's own plans or procedures.

Findings with Recommendation: identify conditions, practices, or procedures that are undocumented, inconsistently applied, or are non-existent despite being important to safety and security of the transit system. Industry best practices and gaps or deficiencies in the RTA's policies, procedures, or in the implementation of policies and procedures may also be accounted for.

FTA: The Federal Transit Administration, an operating administration within the United States Department of Transportation.

Hazard: Any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

Hazard Analysis: A systematic analysis performed to identify hazards and establish requirements for their elimination or control.

Hazardous Condition: A condition that may endanger human life or property (formally called "unacceptable hazardous condition")

Hazardous Material: Any commodity or product identified or regulated by the United States Department of Transportation in title 49 CFR Parts 171 -179 which may be transported under restricted conditions.

Incident: An event that involves any of the following: A personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.

Individual: A passenger; employee; contractor; other rail transit facility worker; pedestrian; trespasser; or any person on rail transit-controlled property.

Injury: A human condition of the magnitude requiring medical treatment or transport to a health care facility for medical treatment.

Investigation: The process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.

Life Safety Reasons: A situation such as a fire; the presence of smoke or noxious fumes; a fuel leak; a vehicle fuel leak; an electrical hazard; a bomb threat; a suspicious item or other hazard that constitutes a real or potential danger to any person.

Life Cycle: The course of developmental change, which a transit system passes through from its inception to its retirement and disposal

National Public Transportation Safety Plan: The plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.

New Start Project: Any rail fixed guideway system funded under FTA's 49 U.S.C. 5309 discretionary construction program.

NTSB: The National Transportation Safety Board is an independent Federal agency that conducts accidents investigations across several transit disciplines.

Observations: Consist of concerns that do not warrant a formal Finding. Observations may include site-specific or non-systemic deficiencies found. Alternately, Observations may highlight the RTA's practices deemed commendable by FDOT.

Occurrence: An Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

Office of Transit Safety and Oversight (TSO): The FTA office that administers a national transit safety program and program compliance oversight process through adherence with legislative, policy and regulatory requirements as established by FTA.

On-Site Safety Audit: a formal, comprehensive, on-site examination by the Oversight Agency of a transit agency's safety practices to determine whether they comply with the policies and procedures required under the transit agency's SSPP.

Operator of a Public Transportation System: A provider of public transportation as defined under 49 U.S.C. 5302(14).

Passenger Operations: The period of time when any aspect of the transit agency's operations are initiated with the intent to carry passengers.

Performance Measure: An expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Performance Target: quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the Federal Transit Administration (FTA).

Person: A passenger, employee, contractor, pedestrian, trespasser, or any individual on the property of a rail fixed guideway public transportation system.

Public Transportation Agency Safety Plan: The documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329 and this part.

Reportable Accidents: accidents which exceed the thresholds which are associated with the operation and maintenance of transit vehicles.

Risk: The composite of predicted severity and likelihood of the potential effect of a hazard.

Risk Mitigation: A method or methods to eliminate or reduce the effects of hazards.

Rolling Stock: A wheeled vehicle operating on roadways.

Safety: Freedom from harm resulting from unintentional acts or circumstances.

Safety Assurance: Processes within a transit agency's Safety Management System that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

Safety Management Policy: a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.

Safety Management System (SMS): The formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

Safety Management System (SMS) Manager: HPTS Transit Manager, Transit Safety Officer or an equivalent.

Safety Performance Target: A Performance Target related to safety management activities.

Safety Promotion: A combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

Safety and Security Audit: A formal, comprehensive, internal on-site examination by the transit agency of all or part of a systems safety and security practices conducted annually to determine whether they comply with the policies and procedures required under the system's SSPP and SEPP.

Safety Related Activities: An activity that performed in a prescribed manner to assure that the transit agency meets its stated safety goals and objectives. Typical examples include designing, acquiring, constructing, inspecting, testing, operating, maintaining, repairing, modifying or extending those elements of the public transit agency that are important to preventing or mitigating accidents.

Safety Risk Assessment: The formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.

Safety Risk Management: A process within a transit agency's Public Transportation Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.

Security: freedom from harm resulting from intentional acts or circumstances.

Security and Emergency Preparedness Plan (SEPP): a document developed and adopted by the agency describing its security policies, objectives, responsibilities, and procedures of HPTS.

Serious Injury: any injury which:

1. Requires hospitalization for more than 48 hours, commencing within 7 days from the date of the injury was received.
2. Results in a fracture of any bone (except simple fractures of fingers, toes, or noses);
3. Causes severe hemorrhages, nerve, muscle, or tendon damage.
4. Involves any internal organ; or
5. Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

Small Public Transportation Provider: A recipient or subrecipient of Federal financial assistance under 49 U.S.C. 5307 that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.

State: A State of the United States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands.

State of Good Repair: The condition in which a capital asset is able to operate at a full level of performance.

Substantial Damage: Any physical damage to transit or non-transit property including vehicles, facilities, equipment, rolling stock, or infrastructure. Substantial damage includes damage which adversely affects the structural strength, performance, or operating characteristics of the vehicle, facility, equipment, rolling stock, or infrastructure requiring towing, rescue, onsite maintenance, or immediate removal prior to safe operation. Substantial damage excludes damage such as cracked windows, dented, bent or small punctured holes in the body, broken lights, mirrors, or removal from service for minor repair or maintenance, testing, or video and event recorder download.

System Safety Program Plan (SSPP): A document developed and adopted by the transit agency, describing its safety policies, objectives, responsibilities, and procedures. Until one year after the issuance of 49 CFR Part 673 (July 2020) as a final rule, the SSPP shall take the place of the PTASP required under 49 CFR 674.

System Security and Emergency Preparedness Plan (SEPP): a document, similar to the SEPP, developed and adopted describing its security policies, objectives, responsibilities, and procedures of fixed-route and paratransit systems.

Transit Agency: An operator of a public transportation system.

Transit Asset Management Plan: The strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625.

Transit Safety Officer: An adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A Transit Safety Officer should not serve in other operational or maintenance capacities, unless the Transit Safety Officer is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.

Vehicle: Any rolling stock of a public transportation system, including but not limited to passenger and maintenance vehicles.

Referenced Documents

	Document Name	Version
1.	Transit Operators Handbook	2024
2.	Paratransit Operators Rules and Regulations	2018
3.	Drug and Alcohol Policy	2020
4.	City of High Point (CHP) Safety Manual	2018
5.	Facility Maintenance Plan	2024
6.	Vehicle Maintenance Plan	2024
7.	Hazard Communications	2024
8.	Transit Asset Management Plan	2023

Part A: Program Overview

1.0 Introduction

Modern safety management practices that systematically and proactively identify factors contributing to unsafe events and prevent or minimize the likelihood of their occurrence have proven effective in addressing similar concerns in other transportation industries. Such practices call for setting safety goals and objectives, defining clear levels of accountability and responsibility for safety, establishing proactive approaches to managing risks and hazards in the day-to-day activities, risk-based resource allocation, monitoring and evaluating performance towards goals, and continuous learning and improvement. Safety management is based upon the idea that safety is not an absolute condition; there will always be hazards and risks in public transportation. However, the traditional approach of primarily reacting to accidents by prescribing measures to prevent recurrence alone will not contribute to sustaining and improving public transportation safety. The need for a new approach to addressing public transportation safety has become especially urgent considering high-profile transit (primarily rail) accidents.

To advance a comprehensive approach to safety decision-making and progress modern safety principles, the Federal Transit Administration (FTA) adopted a Safety Management System (SMS) model to developing and implementing the National Safety Program initial established by the Moving Ahead for Progress in the 21st Century Act (MAP-21). The requirements to implement an SMS was first introduced by the FTA in 2016 through the publication of the National Public Transportation Safety Plan (NPTSP) defined in 49 Code of Federal Regulation (CFR) 670. Two (2) years following the release of 670, the FTA published 49 CFR 673, which states that “any State, local governmental authority, and any other operator of a public transportation system that receives Federal financial assistance under 49 U.S.C. Chapter 53” shall develop a Public Transportation Agency Safety Plan (PTASP).² This includes recipients or sub-recipients of financial assistance under 49 U.S.C. § 5307 that operate a public transportation system.

The NPTSP now serves as the basis for establishing a safety program that includes safety performance standards, SMS guidelines, best practices, and technical assistance.

The High Point Transit System’s (HPTS) Public Transportation Agency Safety Plan (PTASP) is thus developed to meet the following requirements:

- FTA required practices pursuant to 49 CFR 673
- FTA requirement to set safety performance targets based on the performance measures in the National Safety Plan (NSP) pursuant to 49 CFR 670

These publications establish the minimum content and required elements detailed in this PTASP, including but not limited to SMS principles and methodology, and the components of Safety Management Policy, Safety Risk Management, Safety Assurance, and Safety Promotion, as well as the various sub-components of an SMS.

² 49 CFR 673.1(a)

2.0 Purpose and Scope

This PTASP has been developed to encompass the following modes of transportation at HPTS:

1. Fixed-Route Bus
2. ACCESS Paratransit.

Per the National Safety Plan (49 CFR 670), and 49 CFR 673, the HPTS is formally adopting the processes and standards of SMS. The SMS is appropriately scaled to the size, scope, and complexity of the agency based on the SMS assessment and implementation strategy identified in the SMS Assessment / Analysis Report and SMS Implementation Plan. Copies of these documents can be available upon request to HPTS's Transit Manager / Accountable Executive.

SMS is a formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards. The process offers a means to reduce the potential for public transportation accidents by integrating safety into all aspects of a transit system's activities, including planning, design, construction, operations, and maintenance.

SMS builds on the public transportation industry's three (3) decades of experience with system safety by bringing management processes, integrated data analysis, and organizational culture more squarely into the industry's overall risk management framework. SMS is a management approach that provides processes that ensure each public transportation agency, no matter its size or service environment, has the necessary organizational structures, accountabilities, and policies and procedures in place to direct and control resources to manage safety optimally. When systematically applied, the SMS approach provides a set of decision-making tools that allow transit agencies to prioritize safety and establish sound transit asset management when making informed operating and capital investment decisions.

SMS combines established system safety engineering principles with advanced organizational management techniques, and supports continuous improvement in safety performance through a positive safety culture founded on four (4) key components and 11 sub-components:

Safety Management Policy

- 1.1. Safety Management Policy Statement
- 1.2. Safety Accountabilities and Responsibilities
- 1.3. Integration with Public Safety and Emergency Management
- 1.4. SMS Documentation and Records

Safety Risk Management

- 1.1. Hazard Identification and Analysis
- 1.2. Safety Risk Evaluation

Safety Assurance

- 1.1. Safety Performance Monitoring and Measurement
- 1.2. Management of Change (Not Applicable)
- 1.3. Continuous Improvement (Not Applicable)

Safety Promotion

- 1.1. Safety Communications
- 1.2. Competencies and Training

Requirements for an agency to adopt an SMS were effective on July 19, 2019, when the prior regulations, 49 CFR 659, were superseded by 49 CFR 673: Public Transportation Agency Safety Plan. The new rule requires public transit agencies to develop and implement a PTASP using the four (4) components of SMS. Through 49 CFR 673 and section 5329(d)(1) of title 49, U.S.C., requires each transit agency that receives certain FTA funding to certify that it has established a comprehensive PTASP.

3.0 Program Administration

The following section will describe how HPTS will maintain SMS documentation and ensure all SMS documentation will be maintained for no less than three (3) years after this PTASP has been approved. Other critical processes supporting the SMS, but not specific to the PTASP are included within those process specific documents.

3.1 PTASP Schedule

The following schedule will be used to ensure the PTASP is implemented, reviewed, and maintained in accordance with federal requirements.

Table 1: PTASP Management Schedule

Milestone	Schedule
PTASP Initial Certification	<i>November 18, 2020</i>
Annual Revisions	<i>February 28</i>
Ongoing Revisions	<i>30 Days prior to effective date</i>
Pre-Revenue, Capital Projects	<i>180 Days Prior to Revenue Service</i>

3.2 Document Control and Updates

Based on the requirements of 49 CFR Parts 673, HPTS is required to submit upon request its PTASP to the FTA. All operating rules, procedures, and materials referenced in the PTASP should also be submitted along with the PTASP to ensure an efficient and complete review of the safety program.

The TSO will develop and manage the review processes of the PTASP in coordination with other key staff members. It will be the TSO's responsibility to ensure proposed changes from the findings and recommendations of internal safety audits, incident, accident and hazard investigations, corrective action plans, changes in regulations, system modifications and expansions, transit industry advancements, technology advancements and changes in operating conditions are incorporated, as needed.

3.2.1 Annual Revisions

Per the FTAs requirements, HPTS will review the PTASP at least annually and make any modifications as needed to ensure that the plan is current and accurate. HPTS will retain a current PTASP version and provide upon FTA request. Each updated draft PTASP should include a summary identifying and explaining the changes. No changes to the PTASP should also be indicated in the review and approval process.

This PTASP will be updated as relevant organizational or process changes occur and at a minimum annually.³ In addition, HPTS will maintain its PTASP in accordance with recordkeeping requirements⁴ and will maintain its relevant SMS documents and those referenced herein for a minimum of three (3) years after they are created.

3.2.2 Ongoing Revisions

The PTASP is a living document that governs safety compliance for HPTS Fixed-Route Bus, and Paratransit systems including meeting all internal and external requirements. As such, changes to the operating system may require changes to the PTASP. Changes may also be required from external audit findings, internal reviews, investigations, or changing trends in safety and security data and information analysis.

Revisions to the PTASP initiated by HPTS will be retained in compliance with the recordkeeping requirements.

3.3 Authority

HPTS is the public transportation provider for the City of High Point. As a public transit provider in the state of North Carolina, HPTS transports customers within the city limits of the City of High Point, within Guilford and Randolph Counties, on fixed-route buses and paratransit vehicles. HPTS serves the City of High Point and is considered a small-urbanized area. The system is governed by the High Point City Council.

3.3.1 Federal Transit Act

In response to congressional concern regarding the potential for catastrophic accidents and security incidents on rail transit systems, the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) added Section 28 to the Federal Transit Act (codified at 49 U.S.C. Section 5330). This section requires the FTA to issue a rule creating the state-managed oversight program for rail transit safety and security.

The FTA published the revised Rail Fixed Guideway Systems: State Safety Oversight Rule on April 29, 2005, codified as 49 CFR Part 659, subsequently referred to as State Safety Oversight Rule. Only those states with RFGPTS meeting the definition specified in Part 659 was required to comply with the FTA's State Oversight Rule revisions. On March 16, 2016, the FTA published a new State Safety Oversight Rule, 49 CFR 674, which went into effect on April 15, 2016. Three (3) years after this date, on April 15, 2019, Part 674 went into effect, superseding 49 CFR 659.

Public transportation safety requirements are defined in 49 CFR 673, requiring HPTS to develop a PTASP by July 20, 2020, with FTA enforcement activity *extended until July 21, 2021* (due to the COVID-19 pandemic). which further requires the Rail Transit Agency (RTA) to establish and implement an SMS. The PTASP and any subsequent updates are to be signed by the Accountable Executive and approved by the High Point City Council, and subsequently certified annually by the HPTS. Further requirements of part 673 require compliance with the minimum safety performance standards authorized under 49 U.S.C. 5329(b)(2)(C).

³ 49 CFR 673.11(a)(5)

⁴ 49 CFR 673.11(c)

3.3.2 Accountable Executive

The Accountable Executive for HPTS is the Transit Manager. The Accountable Executive is the single identifiable person who:⁵

- Has ultimate responsibility for carrying out the PTASP of a public transportation agency.
- Responsibility for carrying out the agency's Transit Asset Management Plan; and
- Control or direction over the human and capital resources needed to develop and maintain both the agency's PTASP and Transit Asset Management (TAM) Plan.

In addition to these responsibilities, the Accountable Executive is accountable for ensuring that the agency's SMS is effectively implemented. Additionally, the Accountable Executive must ensure action is taken, when necessary, to address substandard safety performance of the agency. The TM/Accountable Executive may delegate specific safety responsibilities; however, they are ultimately accountable for the agency's safety performance.

3.3.3 Transit Safety Officer

HPTS's Transit Safety Officer (TSO) is designated by the Accountable Executive as the SMS Executive, and holds a direct line of reporting to the TM/Accountable Executive.⁶ Overall, the TSO/SMS Manager has the authority and responsibility for the day-to-day implementation and operations of the SMS program. Due to the size of the organization, the SMS Manager does maintain oversight of HPTS's security functions as well, as authorized by FTA guidance.

4.0 System Overview

The HPTS Transit System (HPTS) is a municipal transit service established in 1975. It provides transit service within the city limits of High Point, North Carolina. A division of the City's Transportation Department, the transit system is governed by the Mayor and City Council of High Point. The day-to-day operation of the transit system is the responsibility of the Transit Manager who reports to the Assistant Transportation Director. The population of the HPTS service area is approximately 116,065.

HPTS directly operates fixed-route, micro-transit and paratransit service. HPTS operates a network of twelve (12) fixed bus routes with a timed-transfer network oriented at HPTS's Broad Avenue Terminal. Bus service is provided weekdays from 5:45 a.m. to 6:35 p.m. Saturday service is operated from 8:45 a.m. to 5:15 p.m. There is no service on Sundays. HPTS began directly operating a limited pilot micro-transit service in March 2025 using excess capacity on existing demand response vehicles. HPTS's ADA complementary paratransit service, known as ACCESS, is operated during the same days and hours of service as the fixed-route service.

The base adult fare is \$1.25. A reduced fare of \$0.60 is offered to senior citizens (60 years or older), persons with disabilities, and Medicare cardholders during all hours. The fare for ADA paratransit service and micro-transit is \$2.50.

HPTS operates a fleet of 17 buses for fixed-route service. HPTS also has a fleet of six light transit vehicles that are operated for ACCESS service. The Operations Center is located at 716 West Martin Luther King, Jr. Drive in High Point. Service is oriented around the Broad Avenue Terminal located in downtown High Point. Both of these facilities were constructed with FTA assistance.

⁵ 49 CFR 673.23(d)(1)

⁶ 49 CFR 673.23(d)(2)

In addition to directly operating HPTS, the City provides funding for the Piedmont Authority for Regional Transportation (PART) regional express bus service for people traveling between High Point, Greensboro, and Winston-Salem. PART Express travels between each city's downtown transit center to the PART Regional Hub. From the regional Hub, PART shuttles provide a link for passengers to get to work or other destinations in and around the airport area and Piedmont Center. These complimentary shuttles are provided Monday through Friday.

The City's National Transit Database Report for fiscal year (FY) 2024 provided the following financial and operating statistics for its fixed-route and ADA complementary paratransit service:

Table 2: Agency Profile

Operating Statistic	Fixed-Route Service	ADA Complementary Paratransit Service
Unlinked Passengers	518,516	14,463
Revenue Hours	25,045	7,566
Operating Expenses	\$4,020,685	\$700,387

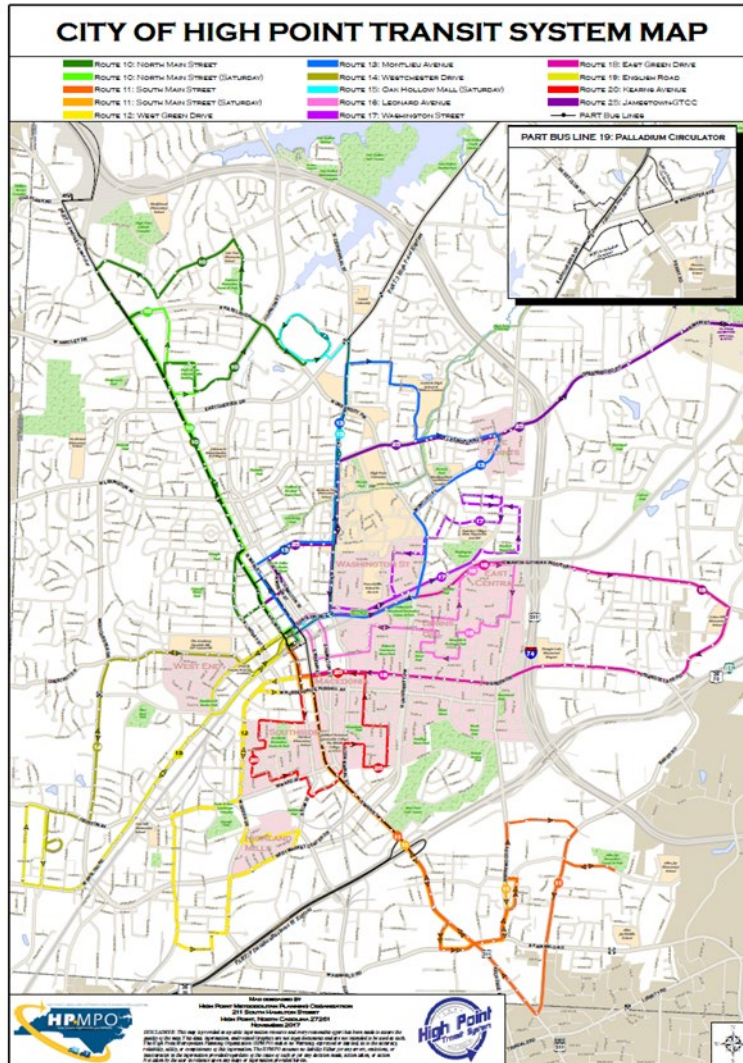


Image 1: HPTS System Map

4.1 Vehicle and Facilities

High Point Transit utilizes four (4) facilities to support its operations.

Administrative offices, employees' lounge, training/conference room, money counting room, vehicle maintenance bays and mechanical work areas, and parts storage rooms occupy the largest of the three main facilities, the Administration Building. Detached from it is a vehicle wash bay that is located near the Administration Building and at the back of the property, adjacent to the bus parking lot. A third building has 6,000 square feet of space (3,000 square feet of offices and 3,000 square feet of open space for warehousing) and is used by HPTS for the paratransit operations offices and has a small meeting room/employee lounge, file storage, and a fitness center and shower room. The warehouse spaces house larger spare parts items, tires, and miscellaneous equipment.

The fourth facility is the Broad Avenue Terminal.

All of the facilities are brick construction.

A chain-link fence surrounds the premises of the Administration Building and the Wash Bay. Automated gates were installed in Spring 2020 allowing only authorized vehicles access.

HPTS currently has three (3) physical locations for providing operations and service:

1. **Administrative Building – 716 West Martin Luther King Drive, High Point, NC**
2. **Paratransit Operations Center – 718 West Martin Luther King Jr Drive, High Point, NC**
3. **Broad Street Terminal – 201 West Broad Street, High Point, NC**

4.2 Rolling Stock

HPTS has a total of 30 vehicles within its asset inventory. The fleet count is in the table below, and is inclusive of out-of-service vehicles:

Table 3: HPTS Fleet Count

Vehicle Type	Count
Bus Fixed-Route	17
ACCESS Paratransit Vehicles	6
Service Vehicles, Non-Revenue	7

Part B: Safety Performance

MAP-21 transformed the means by which transit agencies monitor and improve their overall performance by establishing safety management structures and asset management program. Through the establishment of goals, measures, targets and plans, performance management refocuses the attention of agency leadership on accountability and transparency, which improves decision-making capabilities through performance-based planning. By defining attainable Safety Performance Targets (SPT), HPTS will increase its capacity to monitor and evaluate its safety performance, which will facilitate more effective resource investments.

5.0 Safety Performance Targets

HPTS's SPT are based on the Safety Performance Criteria (SPC) defined by the NSP as required in 49 CFR 670, Subpart D.⁷ In addition to the requirements set forth in the NSP, the safety performance targets for System Reliability correlate to the requisites identified in 49 CFR 625 for the agency TAM, which is further referenced in the NSP. In accordance with 49 CFR 670, the following Performance Criteria are measured:

- 1. Major Events and Major Event Rate**
- 2. Collision Rate**
- 3. Pedestrian Collision Rate**
- 4. Vehicular Collision Rate**
- 5. Fatalities and Fatality Rate**
- 6. Transit Worker Fatality Rate**
- 7. Injuries and Injury Rate**
- 8. Transit Worker Injury Rate**
- 9. Assaults on Transit Workers and Rate of Assaults of Transit Workers**
- 10. System Reliability**

To define SPT rates, HPTS must first identify its Safety Performance Indicators (SPI). SPIs are specific data points that must be monitored to track the agency's overall safety performance. SPIs illustrate the ability for HPTS to fulfil its SPTs. Data sets that support performance metrics include, but are not limited to:

⁷ 49 CFR 673.11(3)

Table 4: Safety Performance Indicators⁸

Safety Performance Target Criteria	Safety Performance Indicators	SPI Examples (rates)
1. Major Events Total number of reportable safety and security events and rate per total vehicle revenue miles, by mode.	A total of all reportable events.	a) <i>Fatalities</i> b) <i>Injuries</i> c) <i>Assaults</i>
2. Collisions Total number of reportable collisions and rate per total vehicle revenue miles, by mode	A. Vehicular Collisions B. Pedestrian Collisions	A. <i>Vehicular Collisions</i> B. <i>Pedestrian Collisions</i>
3. Fatalities Total number of reportable fatalities and rate per total vehicle revenue miles, by mode.	A. Bus Fatalities B. Paratransit Fatalities C. Employee Fatalities	a) <i>Suicides</i> b) <i>Workplace Accidents</i> c) <i>Collisions</i>
4. Injuries Total number of reportable injuries and rate per total vehicle revenue miles, by mode.	A. Bus Passenger Injuries B. Paratransit Passenger Injuries C. Employee Injuries	a) <i>Onboard vehicles</i> b) <i>Within a facility/station</i>
5. Assaults Total number of reportable assaults and rate per total vehicle revenue miles, by mode.	A. Assaults on Employees/Contractor B. Assaults on Operators C. Assaults on Other Transit Staff	a) <i>Verbal Assault</i> b) <i>Spitting</i> c) <i>Striking</i>
5. System Reliability Mean distance between major mechanical failures, by mode.	A. Fixed-Route Failures B. Paratransit Failures	a) <i>Vehicle failure</i> b) <i>Other System Failures</i>

For all SPT rates, the total number of events will be multiplied by 100,000 Vehicle Revenue Miles (VRM). then divided by the total number of VRMs traveled in the previous year. Therefore, the equations to determine the event rate is as follows, unless otherwise specified below:

Figure 1: “Current” Rate Equation

$$\text{MODE EVENT RATE} = \frac{\text{EVENT COUNT} \times 100,000 \text{ VRM}}{\text{TOTAL NUMBER OF (MODE) REVENUE MILES}}$$

⁸ The thresholds for *reportable* fatalities, injuries, and events are defined in the NTD Safety and Security Reporting Manual

Once the actual event rate is established, HPTS will use any of the following strategies to establish the initial SPT per the NSP:

1. Five -Year Trends
2. Number and Rate Reduction
3. Benchmarking

HPTS will benchmark data on a quarterly basis and make annual comparison of their data points to the same quarter previous year. For Bus and Paratransit services, a number and rate reduction will be used to establish an SPT per event type. In other terms, HPTS may establish a percentage threshold for event reduction, determined through organizational goals and objectives.

SPTs will be made available to state agencies upon request to assist in planning processes. This includes members of the Metropolitan Planning Organization (MPO). The Accountable Executive and SMS Manager will coordinate, to the greatest extent possible, with the MPO staff to review HPTS's SPTs in support of transit improvement efforts.

5.1 Major Events

Major events are all safety and security major events as defined by the National Transit Database.

Table 5: Major Event Rate by Mode

Major Events	Count <i>(Total)</i>	Total VRM 2024	Current <i>(See equation above)</i>	Target 2025 <i>(See equation above)</i>	Variance $= \frac{\text{Target Rate}}{\text{Current Rate}}$
Bus Fixed Route	7	390,568	2.05	.67	.33
ACCESS Paratransit	0	71,502	0	1.27	0

5.2 Collision Rate

This includes all the collisions reported to the National Transit Database.

Table 6: Collision Rate by Mode

Collision Rate	Count <i>(Total)</i>	Total VRM 2024	Current <i>(See equation above)</i>	Target 2025 <i>(See equation above)</i>	Variance $= \frac{\text{Target Rate}}{\text{Current Rate}}$
Bus Fixed Route	3	390,568	.77	.75	.98
ACCESS Paratransit	0	71,502	0	.15	0

5.3 Pedestrian Collision Rate

This includes all pedestrian collisions reported to the National Transit Database.

Table 7: Pedestrian Collision Rate by Mode

Pedestrian Collision Rate	Count <i>(Total)</i>	Total VRM 2024	Current <i>(See equation above)</i>	Target 2025 <i>(See equation above)</i>	Variance $= \frac{\text{Target Rate}}{\text{Current Rate}}$
Bus Fixed Route	0	390,568	0	0	0
ACCESS Paratransit	0	71,502	0	0	0

5.4 Vehicular Collision Rate

This includes all vehicular collisions reported to the National Transit Database.

Table 8: Vehicular Collision Rate by Mode

Vehicular Collision Rate	Count <i>(Total)</i>	Total VRM 2024	Current <i>(See equation above)</i>	Target 2025 <i>(See equation above)</i>	Variance $= \frac{\text{Target Rate}}{\text{Current Rate}}$
Bus Fixed Route	3	390,568	.77	.75	.98
ACCESS Paratransit	0	71,502	0	.15	0

5.5 Fatality Rate

A reportable fatality is a death due to a:

1. Collision, including suicides
2. Fire
3. Hazardous Materials Spill
4. Act of God (i.e. hurricane, earthquake)
5. Other safety events

Fatalities that occur because of illnesses or other natural causes - including individuals who are found deceased, are not reportable and are thus are not required to be measured as part of the Safety Performance criteria.

Table 9: Fatality Rate by Mode

Fatality Rate	Count <i>(Total)</i>	Total VRM 2024	Current <i>(See equation above)</i>	Target 2025 <i>(See equation above)</i>	Variance $= \frac{\text{Target Rate}}{\text{Current Rate}}$
Bus Fixed Route	0	390,568	0	0	0
ACCESS Paratransit	0	71,502	0	0	0

5.6 Transit Worker Fatality Rate

A reportable fatality of a transit employee/contractor, transit vehicle operator and other transit staff is a death due to a:

1. Collision, including suicides
2. Fire
3. Hazardous Materials Spill
4. Act of God (i.e. hurricane, earthquake)
5. Other safety events

Fatalities that occur because of illnesses or other natural causes - including individuals who are found deceased, are not reportable and are thus are not required to be measured as part of the Safety Performance criteria.

Table 9: Transit Worker Fatality Rate by Mode

Transit Worker Fatality Rate	Count <i>(Total)</i>	Total VRM 2024	Current <i>(See equation above)</i>	Target 2025 <i>(See equation above)</i>	Variance $= \frac{\text{Target Rate}}{\text{Current Rate}}$
Bus Fixed Route	0	390,568	0	0	0
ACCESS Paratransit	0	71,502	0	0	0

5.7 Injury Rate

An Injury is defined as harm to a person, requiring that person to be transported from the scene of an incident to a hospital or medical facility for treatment. This includes any damage or harm to persons that requires immediate medical attention away from the scene because of a reportable event must be reported as an injury. Reportable events further require monitoring of serious injuries as well as injuries where an individual seeks medical care several hours after an event, or in the days following an event. The Injury Rate is thus based on NTD Reporting Criteria.

Table 10: Injury Rate by Mode

Injury Rate	Count <i>(Total)</i>	Total VRM 2024	Current <i>(See equation above)</i>	Target 2025 <i>(See equation above)</i>	Variance $= \frac{\text{Target Rate}}{\text{Current Rate}}$
Bus Fixed Route	5	390,568	1.28	.67	.52
ACCESS Paratransit	0	71,502	0	0	0

5.8 Transit Worker Injury Rate

An Injury is defined as harm to a person, requiring that person to be transported from the scene of an incident to a hospital or medical facility for treatment. This includes any damage or harm to persons that requires immediate medical attention away from the scene because of a reportable event must be reported as an injury. Reportable events further require monitoring of serious injuries as well as injuries where an individual seeks medical care several hours after an event, or in the days following an event. The Injury Rate is thus based on NTD Reporting Criteria.

Table 11: Transit Worker Injury Rate by Mode

Transit Worker Injury Rate	Count <i>(Total)</i>	Total VRM 2024	Current <i>(See equation above)</i>	Target 2025 <i>(See equation above)</i>	Variance $= \frac{\text{Target Rate}}{\text{Current Rate}}$
Bus Fixed Route	2	390,568	.51	.67	1.31
ACCESS Paratransit	0	71,502	0	0	0

5.9 Assaults on Transit Workers Rate

This includes all assaults on transit workers as defined by the NTD. Assaults are defined as when someone intentionally or recklessly endangers a transit worker while they are performing their duties. This can include physical contact, threats or intimidation.

Table 12: Assaults on Transit Workers Rate by Mode

Assaults on Transit Workers Rate	Count <i>(Total)</i>	Total VRM 2024	Current <i>(See equation above)</i>	Target 2025 <i>(See equation above)</i>	Variance $= \frac{\text{Target Rate}}{\text{Current Rate}}$
Bus Fixed Route	2	390,568	.51	.26	.51
ACCESS Paratransit	0	71,502	0	0	0

5.10 System Reliability

Safety and performance of the HPTS are collectively dependent, in part, on the condition of its assets. When transit assets are in a state of disrepair, the likelihood of consequential event occurring increases, as well as the likely impact against the system. Therefore, system reliability metrics illustrates the relationship between safety and the asset condition. The data collected for system reliability should support and provide input into HPTS's TAM.

System Reliability is thus calculated through the following equation:

$$\text{SYSTEM RELIABILITY (BY MODE)} = \frac{\text{REVENUE MILES OPERATED (BY MODE)}}{\text{NUMBER OF MAJOR MECHANICAL FAILURES}}$$

Table 13: System Reliability Rate by Mode

System Reliability	Count <i>(Total)</i>	Total VRM 2023	Current <i>(See equation above)</i>	Target 2024 <i>(See equation above)</i>	Variance $= \frac{\text{Target}}{\text{Current}}$
Bus Fixed Route	23	390,568	16,981	28,561	1.68
ACCESS Paratransit	1	71,502	71,502	30,109	.42

6.0 Metropolitan Planning Organization

HPTS will coordinate with the High Point Urban Area Metropolitan Planning Organization (HPMPO) by making its safety performance targets available to aid in the planning process.⁹

6.1 HPMPO History

The first thoroughfare plan for the High Point area was adopted in 1962. It was based on a 1960 origin and destination study and included High Point, Jamestown, Archdale, and part of Guilford County.

In 1965, comprehensive planning was formalized by a Memorandum of Understanding between High Point, Jamestown, Guilford County, and the North Carolina State Highway Commission, in cooperation with the United States Department of Commerce Bureau of Public Roads, which established a Technical Coordinating Committee.

The High Point Urban Area Thoroughfare Plan was updated in 1968 and revised in 1977, based on a 1973 origin and destination study. A Thomasville Thoroughfare Plan was developed in 1969.

In the 1970's, Archdale, Thomasville, Davidson County and Randolph County were formally added to the High Point Urban Area MPO, the City of High Point was designated as the lead planning agency, and a Transportation Advisory Committee was established.

The High Point Urban Area Thoroughfare Plan was updated in 1980, revised in 1982 and updated again in 1989. Since that time, the City of Trinity was added to the MPO in 1999 and Forsyth County was added in 2003.¹⁰¹¹

⁹ 49 CFR 673.15

¹⁰<https://www.highpointnc.gov/268/HPMPO-History>

¹¹ 49 CFR 673.15(b)

6.2 HPMPO Responsibility

The High Point Urban Area Metropolitan Planning Organization (HPMPO) is responsible for an on-going, cooperative effort by local, state, and federal governments to do the following:

- Identify transportation needs by analyzing existing conditions and trends and make projections of future changes.
- Provide a factual basis for public policies and goals to meet the needs of people and their organizations.
- Prepare a plan in which streets, public transit, highways and other means of moving people and goods are properly related to plans and programs for the physical, social, economic and environmental development of the High Point urban area.
- Maintain a continuing, cooperative and comprehensive planning process that will enable plans to be kept up-to-date to meet changing conditions and enable the region to qualify for federal transportation funds¹².

MEMBER JURISDICTIONS

- Archdale
- Denton
- High Point
- Jamestown
- Lexington
- Thomasville
- Trinity
- Wallburg
- Davidson County
- Forsyth County
- Guilford County
- Randolph County
- NCDOT Divisions 7,8,9

¹²<https://www.highpointnc.gov/261/HPMPO>

Part C: Safety Management Policy

Component 1 of the SMS structure is the Safety Management Policy.¹³ The Safety Management Policy is the keystone of HPTS's SMS and provides direction for effective Safety Risk Management, Safety Assurance, and Safety Promotion. Per 49 CFR 673, HPTS must establish the following sub-components of the Safety Management Policy:

- 673.23(a) Safety Management Policy Statement.
- 673.23(a) Organizational Accountabilities and Responsibilities.
- 673.23(b) Employee Reporting Program
- 673.11(6)(b) Integration with Public Safety and Emergency Management
- 673.23(d) Accountabilities and Responsibilities
- 673.31 Documentation and Recordkeeping

The Safety Management Policy thus assists in assuring management's involvement and commitment to the SMS and agency-wide safety improvement, by laying out the policies and procedures required to carry out the SMS. This is only accomplished through a clearly defined statement that defines the organizational structures, effectively identifies accountabilities, and SMS planning efforts.

HPTS's Safety Management policy will be communicated throughout the organization.

7.0 Safety Management Policy Statement

The mission of the High Point Transit System (HPTS) is to provide a safe and reliable transportation service for the public, healthful and safe working conditions for all HPTS employees, and to comply with all applicable Federal, State, and local laws and regulations.

HPTS is fully committed to SMS and to providing its customers with a safe transportation service, maintaining a strong safety culture, and providing a working environment that ensures the safety and health of its employees and protects the environment. HPTS is further committed to developing, implementing, maintaining, and continuously improving its processes to ensure that all transit service delivery activities occur under a balanced allocation of organizational resources, aimed at achieving the highest level of safety performance and meeting the established standards. As such, HPTS is placing the management of safety as one of the core business functions of the organization, across all modes of transportation.

It shall be the responsibility of management at all levels of the organization, as well as employees in each division to be accountable for delivery of the highest level of safety performance, beginning with the Transit Manager (TM). Therefore, HPTS is committed to achieving the following objectives:

1. **Supporting** the SMS and the management of safety by providing appropriate resources to support an organizational culture that fosters safe operational practices, encourages effective safety reporting and communication, and actively manages safety with the same attention to results as that given to the other management systems of the Agency;
2. **Integrating** the management of safety as part of the primary responsibilities of all HPTS managers and employees.

¹³ 49 CFR 673.23

3. **Clearly Defining** accountabilities and responsibilities of all employees and managers alike to uphold the organization's safety performance goals and performance of the Safety Management System (SMS).
4. **Establishing and Operating** a Safety Risk Management process allowing for hazard identification, analysis, and risk evaluation utilizing an employee reporting program as a principal source for information gathering.
5. **Prioritizing** the elimination or mitigation of calculated identified safety risks created by operating conditions or activities, to a level consistent with the Agency's acceptable level of safety performance.
6. **Ensuring** that no action will be taken against any employee who discloses a safety concern through an employee safety reporting program unless disclosure indicates through the investigative process and beyond a reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures was committed.
7. **Complying** with, or exceeding when possible, legislative, and regulatory requirements and standards.
8. **Ensuring** sufficiently trained and knowledgeable human capital is available to implement the various SMS processes, including as part of service delivery operations.
9. **Ensuring** all employees are provided with adequate and appropriate safety-related information and training, competent in safety management processes and subject, and allocated only tasks commensurate with their skills.
10. **Establishing and Measuring** safety performance against data-driven safety performance indicators and targets.
11. **Continuous Improvement** of safety performance and the SMS through management processes that ensure appropriate safety risk management, assurance, and promotion activities are identified, implemented, and effective.
12. **Ensuring** externally supplied systems and services to support HPTS operations are delivered in a manner to meet safety performance standards
13. **Defining** processes to address conditions when disciplinary actions will be exempt based on the actions of an employee, in support of promoting a positive safety culture.

To implement this Agency Safety Plan (PTASP), HPTS's employees and contractors must focus on the following Safety Management System components:

- **Safety Management Policies** to guide the development, implementation, and maintenance of the SMS processes.
- **Safety Risk Management** process for identifying hazards and analyzing, assessing, and mitigating safety risk to the lowest reasonable level.
- **Safety Assurance** to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the Authority meets or exceeds its safety objectives through the collection, analysis, assessment, and trending of information.
- **Safety Promotion** to support SMS, including safety communications and training.

The signed Safety Management Policy Statement can be found on Pages ix and x of this PTASP.

7.1 Safety Goals

The goal of this PTASP is to establish processes and procedures of the SMS that will support the efforts of the organization to provide reliable service. The processes defined in the PTASP will ensure programs effectively address, manage, and monitor safety performance efforts throughout the four (4) components of SMS.

HPTS has established three (3) goals to optimize the SMS and manage its safety risks across all two (2) modes of transportation. These goals aim to certify compliance with the Safety Performance Targets. As the SMS programs matures, the goals and objectives of the Agency may change to accommodate the changing environment.

Table 14: SMS Program Goals

No.	Goal	Responsibility
1.	Establish and maintain a strong SMS across each mode of transportation operated by HPTS that will sustain a safety culture permissive of effective communications, continuous improvement, and risk reduction.	-TM -TSO -Key Staff
2.	Integrate Safety Risk Management processes into organizational efforts, programs, and procedures in an effort to identify, analyze, evaluate, and mitigate hazards to the lowest practical level in an effort to meet Safety Performance Targets.	-TM -Key Staff -Managers / Supervisors -Front Line Staff -Contractors
3.	Establish and maintain a high level of safety for Bus and Paratransit services, consistent with industry practices and all applicable requirements.	-TM -TSO -Key Staff -Managers / Supervisors

7.2 Safety Objectives

HPTS's safety objectives provide greater insight to the safety goals defined above. The objectives will further support HPTS's ability to achieve the SPTs. The objectives will be reviewed and updated annually or as needed.

Table 15: SMS Program Objectives

No.	Objective
A.	Support the SMS and the management of safety by providing appropriate resources to support an organizational culture that fosters safe operational practices, encourages effective safety reporting and communication, and actively manages safety with the same attention to results as that given to the other management systems of the Agency
B.	Integrate the management of safety as part of the primary responsibilities of all HPTS managers, supervisors, and employees
C.	Define accountabilities and responsibilities of all employees and managers alike, to uphold the organization's safety performance goals and performance of the SMS

D.	Establish and operate a Safety Risk Management process that allows for hazard identification, analysis, and risk evaluation utilizing an employee reporting program as a principal source for information gathering
E.	Prioritize the elimination or mitigation of calculated, identified safety risks created by operating conditions or activities to a level consistent with the agency's acceptable level of safety performance
F.	Ensure that no action will be taken against any employee who discloses a safety concern through an employee safety reporting program, unless disclosure indicates through the investigative process and beyond a reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures was committed
G.	Comply with, or exceed when possible, legislative, and regulatory requirements and standards
H.	Ensure sufficiently trained and knowledgeable human capital is available to implement the various SMS processes, including as part of service delivery operations
I.	Ensuring all employees are provided with adequate and appropriate safety-related information and training, competent in safety management processes and subject, and allocated only tasks commensurate with their skills;
J.	Establishing and Measuring safety performance against data-driven safety performance indicators and targets;
K.	Continuous Improvement of safety performance and the SMS through management processes that ensure appropriate safety risk management, assurance, and promotion activities are identified, implemented, and effective
L.	Ensure externally supplied systems and services to support HPTS operations are delivered in a manner to meet safety performance standards
M.	Define processes to address conditions when disciplinary actions will be exempted based on the actions of an employee, in support of promoting a positive safety culture.

8.0 Accountabilities and Responsibilities

This section describes the integration of safety throughout the HPTS's two (2) modes of transportation: Fixed-Route Bus, and Paratransit. It will describe the accountabilities and responsibilities of the Accountable Executive, the TSO, the Leadership Team, and key staff, for their respective departments. Ultimately, the management of safety is an agency-wide function that encompasses all departments and is supported by all departments. All employees play a part in safety, including management and front-line employees.

The organizational charts are located in Appendix A.

8.1 Accountable Executive¹⁴

The Accountable Executive for HPTS is the Transit Manager and is the single identifiable person who:

- Has ultimate responsibility for carrying out the PTASP of the HPTS
- Communicating the Safety Management Policy to all employees and contractors
- Responsibility for carrying out the agency's Transit Asset Management Plan; and
- Control or direction over the human and capital resources needed to develop and maintain both the agency's PTASP and TAM
- Ensuring adequate resources are available to support the SMS Program
- Continuous monitoring of the SMS program
- Supporting the Employee Safety Reporting Program

In addition to these responsibilities, the Accountable Executive is accountable for ensuring that the agency's SMS is effectively implemented. Additionally, the Accountable Executive must ensure action is taken, when necessary, to address substandard safety performance of the agency. The TM/Accountable Executive may delegate specific safety responsibilities; however, they are ultimately accountability for the agency's safety performance.

8.2 SMS Manager

HPTS has designated the Transit Safety Officer as the SMS Manager and the Assistant Transit Manager as the Assistant SMS Manager for the Agency. The SMS Manager will be responsible for oversight of the transit agency's safety function, including, but not limited to:

- Overseeing hazard management practices
- Overseeing transit agency accident investigations
- Coordinating with the CHP Health and Safety Department
- Communicating with leadership and the City Council
- Overseeing the transit agency's safety certification
- Managing internal safety audit programs
- Overseeing the development, implementation, and continuous improvement of SMS processes and activities
- Communicating SMS implementation progress and challenges to the Transportation Director

As part of the SMS implementation process, HPTS SMS Manager, with assistance of the Assistant SMS Manager, will also act in the capacity of the SMS Project Manager to oversee the implementation process. In this role, the SMS Manager will provide leadership of cross-functional groups and support the Accountable Executive's goals and objectives. Responsibilities include the daily management of the transit agency's SMS function during SMS implementation, including, but not limited to:

- Serving as the agency's SMS Subject Matter Expert
- Coordinating Key Staff to support SMS implementation

¹⁴ 49 CFR 673.23(d)(1)

- Procuring technical resources for SMS implementation
- Socializing SMS activities with agency executives and staff as necessary
- Communicating SMS implementation progress and challenges to the management team
- Facilitating the development, implementation, and continuous improvement of SMS processes and activities

8.2.1 Transit Safety Officer

HPTS's Transit Safety Officer¹⁵ is designated by the Accountable Executive as the SMS Manager, and holds a direct line of reporting to the TM/Accountable Executive.¹⁶ Overall, the SMS Manager has the authority and responsibility for the day-to-day implementation and operations of the SMS program and generally does not serve in other operational or maintenance capacities. Due to the size of the organization, the SMS Manager does maintain oversight of HPTS's security functions as well, as authorized by FTA guidance.

Roles and responsibilities of the TSO for Safety and Security include:

- Overseeing the safety risk management process
- Overseeing accident/incident investigations
- Ensuring coordination with other High Point Departments during all applicable program processes, including, but not limited to triennial audits, annual plan certification, CAP
- Communicate and coordinate with other HPTS Leaders and City Departments to ensure continuous safety improvement
- Overseeing safety and security certifications
- Exercise the authority to suspend unsafe operations, as necessary
- Advising the TM, the Safety Committee and other managers, and staff as appropriate, concerning safety and regulatory compliance analyses SMS
- Implement policies and programs that ensure all aspects of the agency are effectively and successfully operating under the overarching umbrella of SMS, and supports the goals, objectives and mission of the System
- Coordinate safety activities and develops programs to support Safety Assurance practices
- Advise and coordinate with all divisions to ensure that all safety and environmental related activities conducted by the divisions are performed in accordance with the PTASP and in compliance with applicable codes and regulations to include implementing the requirements detailed in MAP-21 regulation and 49 CFR Part 673
- Provide analyses of key issues and policy decisions
- Provide direction for Safety Risk Management efforts, safety and environmental policy development, comprehensive accident investigations, compliance reviews, engineering, industrial hygiene studies, and comprehensive occupational safety and environmental management programs
- Establish and maintain effective communication, liaison, and cooperative relationships with federal, state, and local governmental agencies
- Provide oversight of compliance with the standards and regulations
- Assist in the development of effective safety and environmental training and education programs for employees, and as required, for the general public, and contractors.

¹⁵ Pending filling of the Transit Safety Officer position, current vacant and held by the Transit Manager

¹⁶ 49 CFR 673.23(d)(2)

- Supporting the develop and management of HPTS's SMS, by providing technical assistance to identify trends in implementation success and program monitoring
- Supporting the development and monitoring of HPTS's Safety Assurance function, including identification, and updating of safety performance measure thresholds required in the NSP.
- Conducting comprehensive analyses to determine if safety risk mitigations are implemented, adhered to, appropriate, effective, and sufficient in addressing the potential consequences of identified hazards and vulnerabilities
- Working collaboratively with HPTS personnel, including managers, supervisors, and frontline staff to identify, analyze, mitigate, and track hazards for rail, bus, and paratransit services
- Working closely with the SSOR and SSOB to identify, analyze, track, and mitigate safety/security issues
- Preparing safety risk analyses to identify trends in safety data that will inform management on means of improving safety strategies of the organization
- Collaborating with HPTS personnel to provide data that will inform the Agency's TAM and State of Good Repair (SGR) objectives
- Supporting the compilation and reporting of safety critical data to oversight authorities including, but not limited to FTA, and the NTD
- Coordinating with all operating departments of HPTS, encompassing Fixed-Route, and Paratransit, to document and track safety events.
- Actively monitor and participate in workplace safety observations, inspections, audits, and other activities designed to support safety oversight and safety performance monitoring of the transit agency's operations and maintenance activities
- Preparing presentations, technical reports, and analyses to department leadership and safety committees illustrating trends in safety and security data as well as the maturity of the SMS
- Producing safety metrics on a monthly basis, or as needed/requested by HPTS management staff and the SMS Steering Committee
- Participating as a member of the Safety Audit team in the administration and execution of the Internal Safety Audit program to ensure adherence to the PTASP, Security and Emergency Preparedness Plan (SEPP), and System Security and Emergency Preparedness Plan (SSEPP), federal, state and local regulations, industry standards and HPTS policies and procedures
- Performing field observations to ensure compliance with safety policies and procedures
- Developing, updating, and maintaining databases relating to SMS programs
- Documenting and monitoring lessons learned from past projects, accidents, incidents, and other relevant safety events to ensure mitigations remain effective and similar scenarios do not repeat
- Managing the tracking and disposition of all HPTS CAPs
- Coordinate with maintenance supervisory personnel to develop and implement a quality assurance (QA)/quality control (QC) program for routine maintenance and Preventative Maintenance Inspection (PMI) activities
- Ensuring adequate response to all incidents, including implementation of the COOP

During the implementation of the SMS, the TSO/SMS Manager will hold the following responsibilities:

- Coordinate with Key Staff to support SMS implementation

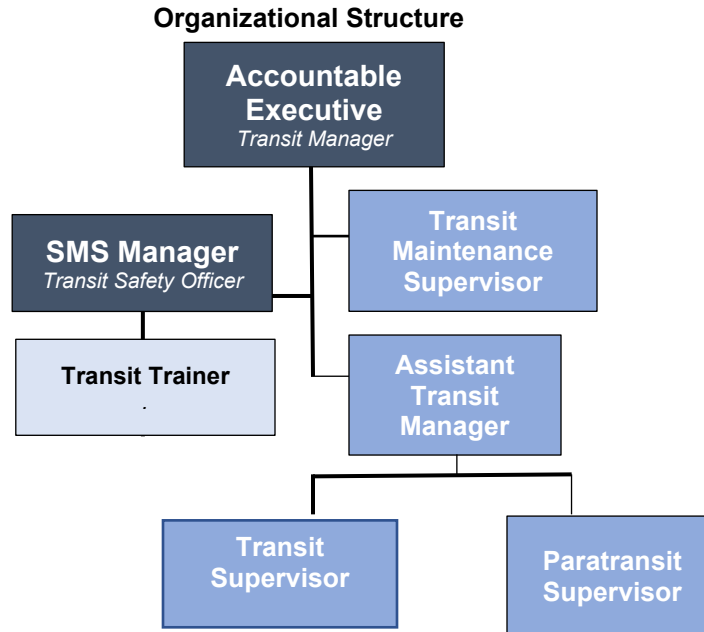
- Facilitate the development, implementation, and continuous improvement of SMS processes and activities
- Procure technical and personnel resources for SMS implementation
- Socialize SMS activities with agency managers and staff as necessary
- Communicate SMS implementation progress and challenges

The TSO will rely on the Subject Matter Experts (SME) of each unit to support the development and integration of SMS into the agency that is appropriately scaled and sized to meet the needs of the organization.

8.3 HPTS Management Team

HPTS's Management Team is comprised of the following individuals:

- Transit Manager
- Assistant Transit Manager
- SMS Manager / Transit Safety Officer
- Transit Supervisor
- Transit Maintenance Supervisor
- Paratransit Supervisor



The Management Team will support the TSO/ SMS Manager by ensuring safety management practices are incorporated into the agency's operational areas. This includes maintaining accountability for safety performance of their divisions as well as establishing and maintaining clear lines of safety communication to front line staff by means of the SMS Key Staff identified below. Responsibility of the Management Team further includes reasonably designating representatives from operations, maintenance, and other revenue service support functions to serve as SMS Key Staff. Doing so depicts management's oversight of the safety management process, which will entice greater support and training opportunities for staff.

8.4 SMS Key Staff

SMS implementation requires a multi-disciplinary approach involving representatives from the various divisions of HPTS that are familiar with their department's process and practices. SMS Key Staff, including managers, supervisors, and specialists will serve as the subject matter experts representing their department's during the SMS implementation. Their responsibilities include providing insight on how to adapt existing departmental practices to work in concert with the SMS. This will include identifying departmental data and information resources to support the SMS Steering Committee's objectives, as well as ongoing SMS decision making processes. Ultimately, their responsibility will be to identify and provide concerns and solutions for SMS implementation that ensures the program works in tandem with the departmental practices and duties. SMS Key Staff will include, but is not limited to, the following job functions:

Operations

Maintenance

Marketing and Public Outreach

Information Technology

Planning and Scheduling

Human Resources

Finance, Grants, and Procurement

Data Analyst

Safety and Security

Included in the key staff framework are members whose functions include finance, procurement, and budget. SMS implementation requires management's commitment to the proper allocation of resources that support the SMS. Therefore, members from finance and procurement, as well as other key departments, will continuously monitor the needs of the program, assess potential impacts of the SMS to the organization, and support budget monitoring activities throughout implementation and maturity.

The roles identified above may be held by single individuals at HPTS under their normal job duties and responsibilities. A detailed list of SMS Key Staff is illustrated in Figure 2 below.

8.4.1 Assistant Transit Manager

HPTS's Assistant Transit Manager reports the Assistant Transportation Director and is responsible for all fixed-route bus and ACCESS paratransit operations. The Assistant Transit Manager is responsible for ensuring proper and safe conditions exist throughout the HPTS fixed-route bus and ACCESS paratransit system by providing safe working conditions for all transit employees. The Assistant Transit Manager's safety responsibilities include, but are not limited to the following:

- Managing all fixed-route bus operations personnel, including supervisors, operators, run dispatchers, and specialists
- Managing all ACCESS paratransit operations personnel, including supervisors, operators, run dispatchers, and specialists
- Developing and implementing SOP for fixed-route bus operations
- Developing and implementing SOP for ACCESS paratransit operations
- Ensuring personnel are fully trained in and comply with HPTS fixed-route bus and ACCESS paratransit rules, procedures, bulletins, and other directives
- Ensuring adequate capital and personnel resources are allocated to accomplish safety and security goals and objectives of operations activities
- Supporting internal safety audits and other Safety Assurance functions
- Coordinating with the TM and TSO to ensure that all personnel fully document safety, security, and emergency management activities, events, occurrences, and tasks, and that reports on these activities are properly delivered to the TSO
- Ensuring the compliance and cooperation of all management staff with all HPTS fixed-route bus requirements
- Track and maintain data that supports Safety Risk Management and Safety Assurance components of the SMS
- Reviewing, revising, and updating fixed-route bus and ACCESS paratransit rulebooks and SOPs to ensure compliance with current operating conditions, in coordination with the SMS Steering Committee
- Developing, reviewing, and maintaining the operational rules compliance program
- Support, develop, and maintain employee reporting programs for operations employees to report safety events, hazards, and other safety concerns

8.4.2 Transit Maintenance Supervisor

HPTS's Transit Maintenance Supervisor reports to the Transit Manager and is responsible for all facility and vehicle maintenance. The Transit Maintenance Supervisor performs difficult skilled mechanical and technical work in supervising the servicing and maintenance of a variety of

automotive, heavy and specialized equipment; does related work as required. Work is performed under general supervision. Supervision is exercised over all automotive shop personnel.

The Transit Maintenance Supervisor's safety responsibilities include, but are not limited to the following:

- Plans, assigns and supervises the work of mechanics and other workers based on priority of work and available resources
- Monitors preventive maintenance reports and prepares service/repair orders
- Maintaining accurate records of all inspections, maintenance work, work orders, special maintenance activities, and responses to emergencies and accidents/incidents
- Assisting in developing Preventive Maintenance Inspection procedures and ensuring that introduction of new equipment or policies conform to configuration management standards and meet all safety and security requirements
- Gives technical advice and assistance to mechanics and attendants and supervises work on difficult jobs and inspects jobs for adherence to standards
- Answers incoming telephone calls and complaints
- Maintains individual vehicle/equipment records, files copies of completed service/repair orders and stores requisitions, etc., in appropriate files
- Inspects work in process and upon completion
- Manages the ordering of parts and maintains inventory of garage supplies
- Supervises and often performs facility maintenance tasks
- Oversees special projects such as vehicle and maintenance purchases, facility renovations and major repairs
- Selects, trains, motivates and evaluates assigned personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline
- Maintains the computerized maintenance system and promotes the full use of all of the functionality available within the system
- Monitors radio communications during route times and ensures that all operator inquiries related to the mechanical operation of the vehicle are responded to immediately
- Ensures that all work is performed in accordance with OSHA and City Safety Standards and Policies
- Ensuring the physical security is maintained of all facilities
- Ensuring maintenance facilities are properly equipped for emergency response
- Ensuring maintenance activities for HPTS fixed-route bus and paratransit feed into the Safety Risk Management and Safety Assurance components of the SMS by coordinating with management, staff, supervisors, and operators
- Tracking and identifying KPIs to monitor safety performance and address State of Good Repair requirements as defined in the TAM
- Ensuring all maintenance personnel know and implement all safety, security and emergency management programs, plans and procedures
- Ensuring adequate resources are available to respond to all safety events, including implementation of the COOP for operations and maintenance personnel
- Continuous monitoring of the SMS program
- Supporting the Employee Safety Reporting Program

8.4.3 Transit Supervisor

The HPTS's Transit Supervisor reports to the Assistant Transit Manager and oversees and supervises daily fixed-route transit operations; provides responsible staff assistance to the Assistant Transit Manager; Work is performed under the regular supervision of the Assistant Transit Manager. Supervision is exercised over assistant transit supervisors, transit operators and transit customer service specialists.

The Transit Supervisor's safety responsibilities include, but are not limited to the following:

- Oversee and supervise daily fixed-route employees; lead and participate in the more complex and difficult work of staff including ensuring transit operations are in compliance with the federal Americans with Disabilities Act (ADA)
- Participate in the selection of assigned staff; train assigned employees in their areas of work including methods, procedures and techniques of safe transportation operations
- Maintain attendance, discipline and other personnel records on employees; conduct employee evaluations; investigate, prepare, and conduct counseling and initiate disciplinary as required
- Schedule assigned employees for regularly scheduled and special service
- Ensure customer service specialists maintain facility cleanliness, manage passes and monies, and provide timely and accurate information to the public
- Verify the work of assigned employees for accuracy, proper work methods, techniques and compliance with applicable standards and specifications; Inspect operator uniforms
- Assist with the preparation, distribution and collection of fare boxes
- Participate in the development of policies and procedures; monitor work activities to ensure compliance with established federal and state laws and regulations, and city policies and procedures; make recommendations for changes and improvements to existing standards and procedures
- Respond to and investigate complaints from the general public regarding fixed-route operations; resolve problems in a timely and efficient manner
- Investigate accidents and review accident reports for employee' responsibility
- Coordinate the maintenance, repair and installation of bus route signs, fixtures, benches, and shelters at bus stops
- Develop and distribute announcements and brochures to promote transit services
- Supervise operators and ensure compliance with schedules
- Inspect buses for damages and required maintenance
- Assist with travel training and orientation to riding the bus for new riders
- Oversee route changes or additions due to inclement weather conditions, road closings, or occurrences
- Prepares and maintains various reports
- Assists with other related transit duties as assigned
- Ensures that all work is performed in accordance with OSHA and City Safety Standards and Policies
- Continuous monitoring of the SMS program
- Supporting the Employee Safety Reporting Program
- Assist with ensuring the physical security is maintained of all facilities
- Assist with ensuring all HPTS facilities are properly equipped for emergency response

- Ensuring operations activities for HPTS fixed-route bus feed into the Safety Risk Management and Safety Assurance components of the SMS by coordinating with management, staff, supervisors, and operators

8.4.4 Paratransit Supervisor

The HPTS's Paratransit Supervisor reports to the Assistant Transit Manager and performs responsible technical and clerical work in planning, organizing, coordinating, monitoring and managing the direct operation of the Paratransit operations while ensuring full compliance with Americans with Disabilities Act (ADA) and paratransit rules and regulations. Paratransit operations includes both complimentary ADA service as well as general demand response service for the elderly and services outside the ADA area; does related work as required.

The Paratransit Supervisor's safety responsibilities include, but are not limited to the following:

- Supervises staff including prioritizing and assigning work, conducting performance appraisals, enforcing policies and procedures, making hiring decisions, conducting training, and making disciplinary decisions and recommendations
- Manages the paratransit reservations, scheduling, and dispatching. Troubleshoots issues and concerns with staff. Ensures service compliance with local, state and federal rules and regulations including the Americans with Disabilities Act
- Responsible for the eligibility process to include reviewing applications and conducting in-person and functional assessments as necessary
- Establish policies and procedures for Paratransit operations
- Manage and foster the Paratransit operation's safety efforts and programs; Investigate, prepare reports, and follow up regarding paratransit accidents; Perform post-accident and post-incident risk management activities
- Prepare monthly reports to include ridership, operating statistics for inclusion in local, state, and federal reports
- Participates in the preparation of the annual operating budget, including conducting analysis and forecasting operating revenue
- Manages customer service for paratransit responding to service inquiries and customer complaints. Ensures appropriate investigation and response to issues and problems. Documents resolutions within customer comment software
- Mediates sensitive issues involving paratransit clients using application of pertinent local, State and Federal rules, regulations and laws governing paratransit services
- Coordinate paratransit vehicle maintenance with the Maintenance Supervisor
- Fills in for paratransit services coordinator as necessary to include taking reservations, scheduling, and dispatching trips, recording, and posting operating data including trips, time, mileage, and ridership
- Develops recommendations relating to transportation services
- Coordinates special service activities and requirements with outside agencies; Determines community needs for special services
- Develops marketing programs and strategies for paratransit services
- Drives paratransit trips as needed
- Assists with fixed-route operations as needed
- Other duties as assigned

- Ensures that all work is performed in accordance with OSHA and City Safety Standards and Policies.
- Developing and implementing SOPs consistent with safety standards and SMS principles
- Ensuring personnel are fully trained in and comply with HPTS's paratransit rules, procedures, bulletins, and other directives
- Ensuring adequate capital and personnel resources are allocated to accomplish safety and security goals and objectives of operations activities
- Overseeing HPTS scheduling efforts to ensure maximum safety is achieved for operators and patrons
- Supporting internal safety audits and other Safety Assurance functions
- Coordinating with the TSO to ensure that all personnel fully document safety, security, and emergency management activities, events, occurrences, and tasks, and that reports on these activities are properly delivered to the TSO
- Tracking and maintaining data that supports Safety Risk Management and Safety Assurance components of the SMS
- Reviewing, revising, and updating paratransit rulebooks and SOPs to ensure compliance with current operating conditions, in coordination with the SSRC
- Developing, reviewing, and maintaining the operational rules compliance program
- Support, develop, and maintain employee reporting programs for operations employees to report safety events, hazards, and other safety concerns

8.4.5 Other SMS Related Key Functions

Other Key Functions required to successfully support the HPTS SMS Program include:

- Human Resources
- Information Technology
- Procurement
- City Safety and Health (General and Construction Occupational Safety and Health)

These above SMS support functions although included in the duties of the High Point Transit System staff are generally supported and resourced by other City of High Point departments.

8.5 Transit Safety Officer

The Accountable Executive has delegated authority to the TSO to develop, implement, and maintain the PTASP in accordance with applicable federal and state regulations and guidelines. Under this direction, policies, procedures, and plans are developed in direct support of the PTASP. This responsibility is shared across HPTS under the authority of the TSO. The TSO will support the efforts of each division, who are independently responsible for supporting the SMS initiatives and implementing cohesive safety and security processes.

8.6 Operations and Maintenance Personnel

Operations and maintenance personnel are responsible in the course of their normal duties for complying with and implementing all HPTS rules and procedures as follows:

- Reporting any safety condition to the on-duty supervisor and/or the safety department
- Contributing ideas and suggestions for improving the safety of conditions or procedures to their immediate supervisor, who will follow up with the Safety and Security Department
- Using individual knowledge and influence to improve safety performance

- Attending safety training and safety meetings
- Reporting accidents and injuries to supervisory and management staff immediately
- Reporting any suspicious activity, persons, or objects observed
- Abiding by the safety rules and regulations
- Having regard for the safety of fellow workers and clients at all times

It is the responsibility of each employee to abide by all rules and regulations and to comply with all laws pertaining to safety and health in the workplace. Safety becomes a shared responsibility between management and the employee and working safely is a condition of employment.

8.7 Contractors

HPTS may retain the services of outside contractors to assist with various aspects of the system's operations and maintenance. All contractors are subject to the requirements of this PTASP and all applicable requirements. The TSO, or their designee will conduct periodic reviews of contractor onsite work practices to ensure compliance with the HPTS's PTASP.

HPTS will require each contractor to assign safety and quality assurance functions to its personnel working on the HPTS property. Based upon the scope of the project the TSO may recommend the assignment of a dedicated contract employee to carry out these tasks. Contractor personnel will work in cooperation with the TSO and conduct a variety of activities in support of this plan, including:

- Reviewing the Original Equipment Manufacturer (OEM) submittals and specifications
- Developing a safety training program for their contractor personnel
- Maintaining compliance with occupational safety standards and guidelines
- Reporting on any and all activities as required by the TSO or HPTS personnel
- Conducting any required safety or security activity deemed necessary by the TSO or HPTS personnel
- Maintaining records consistent with Safety Risk Management and Safety Assurance components

8.8 Frontline Transit Employees

Frontline transit worker representatives play a crucial role in the development and updating of a transit agency's safety plan. Their involvement ensures that the plan is practical, comprehensive, and reflective of the real-world challenges faced by employees. Below is an outline of how their cooperation typically occurs:

- **Participating in Safety Committees**
 - Frontline worker representatives are often included in safety committees or working groups responsible for developing and revising the safety plan.
 - They provide firsthand insights into day-to-day operations, identifying potential hazards and areas for improvement.
- **Conducting Hazard Identification and Risk Assessment**
 - Representatives collaborate with supervisors, safety officers and management to identify operational hazards, assess risks, and propose mitigation strategies.
 - Their direct experience enables them to highlight risks that may not be immediately apparent to management.

- **Providing Feedback on Policies and Procedures**
 - Workers review draft policies and procedures to ensure they are practical and align with operational realities.
 - They suggest adjustments to training programs, safety protocols, and emergency response plans based on their expertise.
- **Engaging in Incident Reviews**
 - Frontline worker representatives may participate in incident investigations and post-incident reviews.
 - Their input helps identify root causes and develop recommendations to prevent future occurrences.
- **Facilitating Communication with the Workforce**
 - Representatives act as a bridge between management and employees, communicating the goals and details of the safety plan to their peers.
 - They gather feedback from the broader workforce and relay it to the safety team for consideration.
- **Advocating for Resources and Training**
 - Frontline workers advocate for necessary resources, such as updated equipment, protective gear, and enhanced training programs, to ensure the safety plan is effectively implemented.
- **Promoting a Safety Culture**
 - By being involved in the safety planning process, representatives encourage a collaborative safety culture where all employees feel empowered to report hazards and contribute to safety initiatives.
- **Reviewing and Updating the Plan**
 - Representatives contribute to periodic reviews of the safety plan, ensuring it remains relevant and adapts to changing conditions, such as new technologies, regulations, or operational practices.

Inclusion of frontline transit worker representatives fosters a collaborative approach to safety planning, leveraging their expertise to create a safer environment for employees and passengers alike.

9.0 Employee Safety Reporting Program

HPTS has established a process that allows all employees, including relevant contract employees, to report safety conditions (including assaults, near misses, unsafe acts and conditions) to senior management.¹⁷ This program is intended to help the Accountable Executive, TSO, and key staff obtain important safety information throughout the agency. The defined Employee Safety Reporting Program (ESRP) is aimed at building a greater level of trust, which will improve HPTS's ability to learn about safety conditions and make meaningful change in collaboration with frontline staff. Therefore, HPTS is committed to ensuring that no action is taken against an employee who discloses a safety concern through an employee safety reporting program, unless disclosure indicates through the investigative process and beyond a reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures was committed.

HPTS uses its safety committee structure and electronic safety suggestion reporting to allow employees to report safety concerns and suggestions.

¹⁷ 49 CFR 673.23(b)

9.1 Committee Structure

HPTS's SMS committee structure provides an open forum for safety concerns to be communicated, or reported, from the frontline staff through to managers and up towards the Accountable Executive. Similarly, this structure allows management to more uniformly communicate safety and security topics through the organization. The figure below provides the hierarchy of the committee structure, which provides a mechanism for employees to report safety and security concerns.

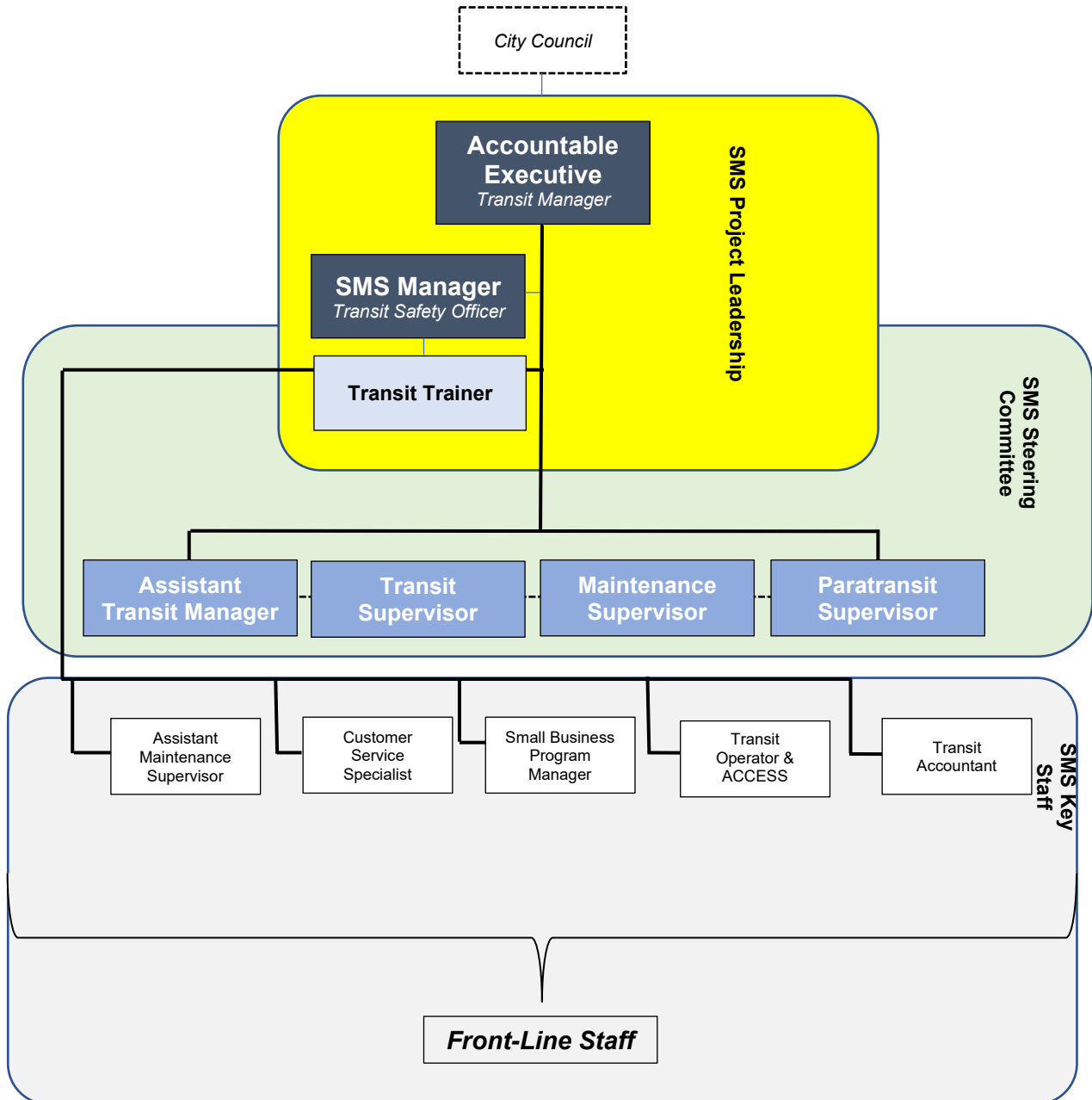


Table 16: SMS Committee Structure

9.1.1 HPTS SMS Steering Committee

HPTS has started up the SMS Steering Committee working in concert with the Transit Manager's Leadership Team meetings. The committee will be comprised of the six (6) managers/supervisors/representatives of fixed route, paratransit, and maintenance. The members should have the experience and knowledge to provide valuable input to directing the HPTS's safety strategies by identifying the appropriate safety performance metrics and objectives. Also sitting on the committee should be the Transit Safety Officer to ensure continuity of information is passed through the SMS Steering Committee.

To ensure SMS is effectively implemented to meet the demands of the organization, the SMS Steering Committee will share a common purpose, while managing the unique needs of each of their departments. More importantly, the Steering Committee will actively support the SMS Manager while the SMS Manager simultaneously supports the needs of the organization's operations. This configuration of the project's framework allows key resources to be allocated to the implementation process to meet the program's demands.

9.1.2 Safety Committee

The Safety Committee is being established in coordination with the SMS Steering Committee and will be chaired by the Transit Safety Officer / SMS Manager. Members of the Safety Committee includes the SMS Key Staff who will further manage implementation within their respective departments.

The Safety Committee will discuss cross-departmental SMS implementation progress, issues, and goals with the primary mission of promoting SMS to the front-line staff level. By comprising the committee of the divisional managers, the Safety Committee will be able to demonstrate the commitment of management to SMS compliance. The Safety Committee will provide updates to the SMS Steering Committee, at least monthly or as needed.

10.0 Integration with Emergency Management & Public Safety

This section describes the process used by HPTS to coordinate emergency management activities, which include meetings with external agencies, emergency planning processes, including emergency exercises, After-Action Reports (AAR) and implementation of findings, revision and distribution of emergency response procedures familiarization training for public safety organizations, and employee training.

Detailed emergency preparedness activities for fixed-route and paratransit systems can be located in the *HPTS System Security and Emergency Preparedness Plan Version 1, May 3, 2019*.

10.1 Emergency Preparedness Responsibilities

The Accountable Executive has designated the TSO as the Emergency Preparedness point of contact for the development and implementation of the HPTS Emergency Management Program (EMP). The TSO has been granted the authority to utilize HPTS resources to develop the Security and Emergency Preparedness Program and to monitor its implementation, and to ensure attainment of security and emergency preparedness goals and objectives.

Since the High Point Transit System is an entity of the City of High Point, the HPTS is a component of the City Plan. The City of High Point, High Point Transit System Safety and Health Manual

Subject: Emergency Action (January 2011) is hereby incorporated by reference and available for review by authorized parties.

Tasks have been identified to provide direction in implementation of the SSEPP. These tasks are on-going and are considered minimum requirements. Tasks are identified in the matrices below. Also identified are the organizational / participant responsibilities for each task. The table follows the roles and responsibilities found in section 3.3.2 of the SSEPP. The organizational/participant responsibilities for each task, as designated by the following code:

- P** Primary Task Responsibility
- S** Secondary or Support Responsibility
- R** Review/Comment Responsibility
- A** Approval Responsibility

Table 17: Emergency Preparedness Matrix

Task	TM	TSO	Steering Comm	CHP	Frequency
Conduct Emergency Preparedness Training		P	S	S	As Required
Attend UASI/EMA Meetings		S		P	Monthly
Develop Emergency Response Plans	A	P	R	P	As Required
Review Emergency SOPs		S/R	S/R	R	As Required
Review Emergency Management Trends		P			Daily
Develop Emergency Operations Plans	A	P	S	S	As Required
Review Current Incidents	R	P	S		Daily
Ensuring Integration in the City/County's ERP		P		P	Yearly
Conduct Internal Training Audits	R/A	P	P/S/R		Monthly
External Audits	R	P	S	S	As Required
Emergency Exercises	S	P	S	S	Annually
Liaison with Public Safety Agencies	S	P			Daily

10.2 Evaluation of Emergency Management

HPTS, in cooperation with the CHP, will evaluate its emergency management function by implementing a comprehensive drill and exercise program in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). The program will organize various emergency response agencies to critique emergency preparedness activities by simulating scenarios involving HPTS various system components, including infrastructure, vehicles, facilities, and equipment. Drills and exercises HPTS will incorporate include, but are not limited to, the following:

1. **Tabletop Exercise (TTX):** A TTX is intended to generate discussion of various issues regarding a hypothetical, simulated emergency. TTXs can be used to enhance general awareness, validate plans and procedures, rehearse concepts, and/or assess the types of systems needed to guide the prevention of, protection from, mitigation of, response to, and recovery from a defined incident. Generally, TTXs are aimed at facilitating conceptual understanding, identifying strengths and areas for improvement, and/or achieving changes in perceptions.
2. **Drills:** A drill is a coordinated, supervised activity usually employed to validate a specific function or capability in a single agency or organization. Drills are commonly used to provide training on new equipment, validate procedures, or practice and maintain current skills. For example, drills may be appropriate for establishing a community-designated disaster receiving center or shelter. Drills can also be used to determine if plans can be executed as designed, to assess whether more training is required, or to reinforce best practices. A drill is useful as a stand-alone tool, but a series of drills can be used to prepare several organizations to collaborate in a Full-Scale Exercise (FSE).
3. **Full-Scale Exercise (FSE):** FSEs are typically the most complex and resource-intensive type of exercise. They involve multiple agencies, organizations, and jurisdictions and validate many facets of preparedness. FSEs often include many players operating under cooperative systems such as the Incident Command System (ICS) or Unified Command (UC). In an FSE, events are projected through an exercise scenario with event updates that drive activity at the operational level.

HPTS will conduct one of the above types of emergency preparedness activities at least once annually. The Agency may also implement other drills and exercises defined in the HSEEP framework and will utilize the exercise methodology illustrated below.

Figure 2: HSEEP Exercise Cycle



Exercise program should be based on a set of strategic, high-level priorities selected by HPTS's SMS Steering Committee. These priorities guide the development of exercise objectives, ensuring that individual exercises build and sustain preparedness in a progressive and coordinated fashion. Exercise program priorities are developed at the Training and Exercise Planning Workshop (TEPW).

10.2.1 After Action Reports

An evaluation will be completed after each exercise to provide HPTS personnel the opportunity to assess the capabilities needed to accomplish a mission, function, or objective. This will be completed through the AAR, which will document key information related to evaluation. The length, format, and development timeframe of the AAR depend on the exercise type and scope. The focus of the AAR is the analysis of core capabilities and will include the following sections:

- Exercise name
- Type of exercise
- Date of the exercise
- Location(s) of the exercise
- Participating organizations
- Mission area(s)
- Specific threat or hazard
- A brief scenario description
- The name of the exercise sponsor and Point of Contact.
- Analysis of Core Capabilities
- Corrective Action Plan(s), as necessary

CAPs will be developed and monitored in accordance with Section 22.

10.3 Meetings with External Agencies

In addition to the SMS Steering and Safety Committee, the TSO will participate in a variety of committees and groups, within the CHP and external agencies to maintain open lines of communication with Public Safety agencies

10.4 Emergency Procedures

HPTS's Emergency Procedures are contained in the bus, and paratransit SOPs, and the various rulebooks. Initial documents will be reviewed as indicated in the proceeding sections and will be evaluated at least annually per HPTS procedures. Emergency procedures will also be evaluated after any event and after the Drills and Exercise program. The TSO will distribute updated documents to the appropriate divisions, personnel, and if necessary, external public safety agencies.

10.5 Emergency Training

Emergency training is the responsibility of the HPTS TSO. The SOPs and operating rules have been developed to provide a basis for training of all employees in their security-related responsibilities. All operations and maintenance personnel are required to undergo emergency response training to ensure they have a thorough understanding of their roles and responsibilities during an emergency. At a minimum, training is provided to HPTS employees based on job description and function. HPTS personnel are also trained for specific threats such as workplace violence and active shooter situations.

Ad-hoc training for internal or external personnel may be performed at the discretion of the TSO, should the need arise, depending on local or international events of a security or emergency response nature, response to a specific credible threat to the system, required corrective action, program enhancement or any other appropriate reason at any time.

10.5.1 Familiarization Training

Periodic, but at least biennially, familiarization and refresher training is provided by HPTS to local emergency response personnel. This training, which is in addition to scheduled tabletop exercises and drills, has included some printed takeaways, covering vehicle access, vehicle emergency equipment, and communications.

10.6 Public Health

10.6.1 Protections from Exposure to Infectious Diseases

During the COVID Pandemic public transit agencies were challenged with being able to provide a public service while ensuring the safety and health of all transit employees. As front-line workers transit employees interact daily with the public within a confined environment. HPTS adopted to changing regulatory guidance and disinfection procedures to protect employees while continuing public transit services to the community. Recognizing the reactive and adaptive response necessary during the pandemic, HPTS understands the importance of a program framework for providing ongoing protections and proactive response during any future public health events.

- As a baseline, continue to follow the Center for Disease (CDC) guidelines for front line workers.
 - Follow any additional guidelines specific to public transit employees from USDOT, FTA and/or NCDOT.

- Ensure bus and facility staff follow HPTS specific cleaning procedures with OSHA approved hospital grade disinfectants.
 - Establish a regular schedule for cleaning buses.
- Follow standard operating procedures for addressing any blood borne pathogens.
 - OSHA Blood Borne Pathogen Regulations 29 CFR 1910.1030.
- Ensure hand sanitizer dispensers are regularly checked and available for use by all employees.
- Ensure protective masks are available for employee use.

11.0 Safety Management Policy Communication

In accordance with 673.29(b), HPTS will ensure that all employees are aware of any policies, activities, and procedures that are related to their safety-related roles and responsibilities. Safety communications may include information on hazards and safety risks that are relevant to the employee's role and responsibilities; explain reasons that HPTS introduces or changes policies, activities, or procedures; and explain to an employee when actions are taken in response to reports submitted by the employee through the employee safety reporting program.

Part D: Safety Risk Management

The FTA's 673 rule requires HPTS to develop and document in its PTASP, a process to identify and resolve hazards for new starts projects, extensions, or modifications of existing systems, operational or environmental changes, or from hazards discovered from employee reports, public complaints, reviews, audits, inspections, and investigations

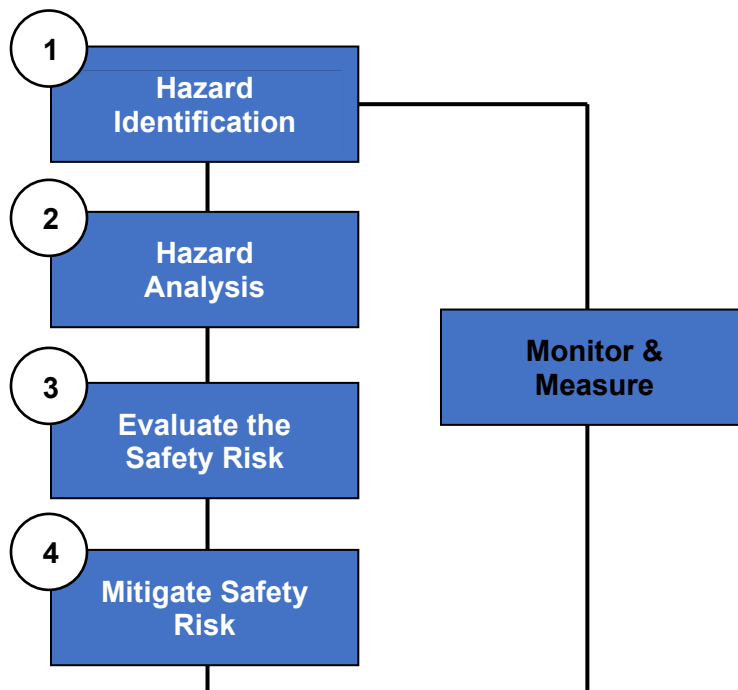
Safety Risk Management (SRM) is an essential process within HPTS's SMS for identifying hazards and analyzing, assessing, and mitigating safety risk. The SRM component has two (2) major sub-components

1. Hazard Identification and Analysis, and
2. Safety Risk Evaluation and Mitigation

The SRM process and its sub-components provides a formal process to systematically identify, evaluate, and mitigate potential hazards associated with the construction, maintenance, and operation of HPTS operating systems for patrons, employees, and the general public. Known hazards are categorized as to their potential severity and probability, analyzed for potential impact, and resolved by design, procedure, warning device, or other methods so they fall within a level of risk acceptable to the HPTS. This process provides HPTS's management team and the necessary information to prioritize decision making efforts.

The following figure provides an illustration of steps used in Safety Risk Management process:

Figure 3: SRM 4-Step Process



The proceeding sections document the risk management process and HPTS's approach to hazard investigations, including the notification and investigation requirements.

12.0 Safety Hazard Identification

49 CFR Part 673 requires transit agencies to establish methods or processes to identify hazards and consequences of hazards. A hazard will inform the agency of what is wrong, while a consequence identifies what could happen. When the HPTS properly identifies and clearly defines hazards, the organization can more easily identify potential consequences that will help management allocate safety resources based on safety risk.

HPTS must include data and information provided by the FTA (e.g., Safety Bulletin, General Directives, Special Directives or Notices). HPTS will also consider outputs of Safety Assurance (SA) activities, such as employee safety reporting programs, event investigations, monitoring of operations and maintenance procedures, or system changes, as sources for hazard and consequence information. HPTS will also consider data and information regarding exposure to infectious diseases provided by the Centers for Disease Control and Prevention (CDC) or a state health authority. HPTS will also consolidate consequence and hazard information in one location for easier sorting and analysis to share information and enable analysis.

HPTS uses a variety of methodologies in identifying hazards on the system, including, but not limited to:

- Employee or patron reports
- Near miss/close call events
- Special/Capital projects/construction activity
- Drills and exercises
- New systems testing
- Safety data trend analysis
- Event investigations
- Discussions and deliberations from safety committee meetings
- Reports from operations and maintenance personnel
- Results from rules compliance checks and evaluations
- Analysis of maintenance data
- Results from facilities and vehicles inspections
- Findings from internal safety and security audits
- Safety concerns identified through Safety Assurance activities

13.0 Safety Risk Analysis & Evaluation

Hazards which are not resolved at the operating, maintenance, or other front-line department level are appropriately investigated by the TSO, assisted by the responsible operations and maintenance department. Investigation findings are documented and reported to the safety committee. Those issues that the safety committee are unable to resolve are escalated to the SMS Steering Committee through the TSO for resolution.

13.1 Hazard Categorization

This involves categorizing identified hazards in terms of each one's severity or consequence and its probability of occurrence. The United States Department of Defense (DoD) Standard Practice for System Safety, Military Standard (MIL-STD) 882 Version E w/CHANGE1, establishes system safety criteria guidelines for determining hazard severity and probability and is the standard relied on by the HPTS in its hazard identification and resolution process.

The hazard severity categories listed below provide the qualitative indication of the relative severity of the possible consequences of the hazardous conditions. HPTS assigns hazard categories based on the “worst-case” event.

Table 18: Severity Categories

Description	Score	Mishap Result Criteria
Catastrophic	1	Could result in one or more of the following: death, permanent total disability, irreversible significant environmental impact, or monetary loss equal to or exceeding \$10 Million.
Critical	2	Could result in one or more of the following: permanent partial disability, injuries or occupational illness that may result in hospitalization of at least three personnel, reversible significant environmental impact, or monetary loss equal to or exceeding \$1 Million but less than \$10 Million.
Marginal	3	Could result in one or more of the following: injury or occupational illness resulting in one or more lost workday(s), reversible moderate environmental impact, or monetary loss equal to or exceeding \$100,000 but less than \$1 Million.
Negligible	4	Could result in one or more of the following: injury or occupational illness not resulting in a lost workday, minimal environmental impact, or monetary loss less than \$100,000.

Once a hazard’s severity has been determined, the analysis will consider the probability, or likelihood the consequences will exist if the hazard is not corrected or controlled. The susceptibility of a location to a hazard occurring is measured using the following table.

Table 19: Probability Categories

Description	Score	Specific Individual Item	Fleet or Inventory
Frequent	A	Likely to occur often in the life of an item.	Continuously experienced
Probable	B	Will occur several times in the life of an item.	Will occur frequently
Occasional	C	Likely to occur sometime in the life of an item.	Will occur several times
Remote	D	Unlikely, but possible to occur in the life of an item.	Unlikely, but can reasonably be expected to occur
Improbable	E	So unlikely, it can be assumed occurrence may not be experienced in the life of an item.	Unlikely to occur, but possible
Eliminated	F	Incapable of occurrence. This level is used when potential hazards are identified and later eliminated.	Incapable of occurrence. This level is used when potential hazards are

			identified and later eliminated.
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Together, the hazard severity and probability properties measure the Safety Risk Score and the priority for applying control measures. Using this scale, the TSO, with approval of the Transit Manager, will examine, quantify, and resolve the hazards based on the severity of a potential outcome and the likelihood that such an outcome will occur.

Figure 4: Safety Risk Matrix

Severity Probability	Catastrophic 1	Critical 2	Marginal 3	Negligible 4
A - Frequent	1A	2A	3A	4A
B - Probable	1B	2B	3B	4B
C - Occasional	1C	2C	3C	4C
D - Remote	1D	2D	3D	4D
E - Improbable	1E	2E	3E	4E
F - Eliminated	Eliminated			

1A, 1B, 1C, 2A, 2B	High	Unacceptable
1D, 2C, 3A, 3B	Serious	Undesirable, management's decision is required
1E, 2D, 2E, 3C, 3D, 3E, 4A, 4B	Medium	Acceptable, with review by the SSRC
4C, 4D, 4E	Low	Acceptable, without review by the SSRC
F	Eliminated	Eliminated

The results from using the Safety Risk Matrix will then be used to determine whether a hazardous condition should be eliminated, controlled, or accepted. Hazards rated as or “High” must be addressed to control or eliminate the risk to the lowest practical level through the processes defined in section 14.0. Hazards classified as “Serious may be tolerable if it can be demonstrated that its occurrence is highly improbable.

High/Unacceptable: The risk cannot remain and must be mitigated through the HSSRC. The Safety Risk Analysis (SRA) and subsequent analyses will present options for elimination or reductions of high risks.

Serious/Undesirable: The risk should be reduced if at all practical to do so with support from the SSRC. The Safety Risk Analysis (SRA) and subsequent hazard analyses will provide options, where possible, to reduce risks.

Medium/Acceptable, With Review: The risk can be acceptable after review by management and the SSRC. The Safety Risk Analysis will recommend either that the hazard be left as is or be acted upon to further reduce risk. The OSSRC makes final determination.

Low/Acceptable: The risk is acceptable as is and does not require further review. The Safety Risk Analysis will not recommend any action be taken to address a low risk. Final determination is made by the TSO.

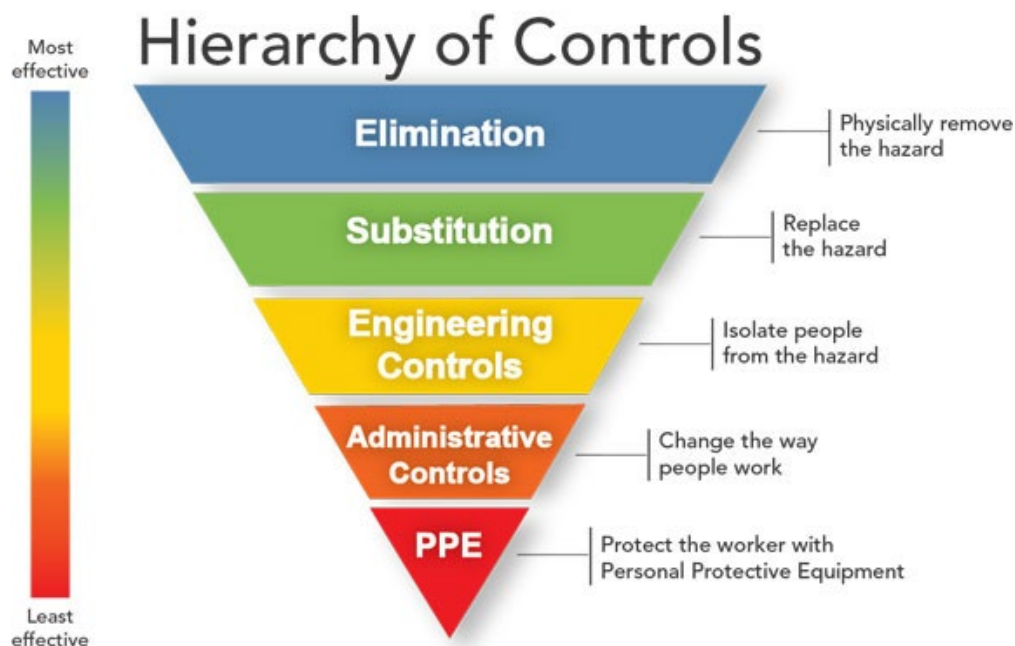
Eliminated: The risk no longer exists.

14.0 Safety Risk Mitigation

49 CFR 673 requires transit agencies to establish methods or processes to identify mitigations or strategies necessary, as a result of agencies' safety risk assessment, to reduce the likelihood and/or severity of the consequences. The goal of risk mitigation is to reduce the assessed risk rating to an acceptable level; however, mitigations do not typically eliminate the risk entirely. HPTS will consider input from SMEs from different departments to ensure that the selected safety risk mitigation is appropriate. Input from multiple sources can help prevent unintended effects, including new hazards.

Hazard control process will follow the Hierarchy of Controls as defined by the National Institute for Occupational Safety and Health (NIOSH).

Figure 5: NIOSH Hierarchy of Controls



A combination of controls may be used when no single method fully protects the system or components of the system. HPTS will use guidance provided by an oversight authority, FTA, CDC or state health authority as a source of safety risk mitigation.

Elimination or Substitution: While most effective at reducing hazards, these methods tend to be the most difficult to implement in an existing process. The core methodology between elimination and substitution is the separation of the hazard from the system or sub-system either by means of removal or modification/replacement. These steps are most effectively implemented at the early stages of a process, and if the process is still at the design or development stage, elimination and substitution of hazards may be inexpensive and simple to implement.

Where some hazards are inherent and cannot be eliminated completely through design, they should be substituted, if possible, to reduce the risk to the lowest acceptable level. This can be accomplished by incorporating, as necessary, fail-safe devices and principles in design, incorporating high-reliability system components, and using redundant or backup hardware and software devices.

Engineering Controls: This methodology is designed to remove the hazard at the source, before it comes in contact with the worker. Well-designed engineering controls can be highly effective in protecting workers and will typically be independent of worker interactions to provide this high level of protection. The initial cost of engineering controls can be higher than the cost of administrative controls or Personal Protective Equipment (PPE), but over the longer term, operating costs are frequently lower, and in some instances, can provide a cost savings in other areas of the process. Examples include reducing exposure to noise through redesigning equipment or infrastructure or increasing air circulation to eliminate heat related stress of workers and patrons.

Administrative Controls and PPE: Administrative controls and PPE are frequently used with existing processes where hazards are not particularly well controlled. Administrative controls and PPE programs may be relatively inexpensive to establish but, over the long term, can be very costly to sustain. Administrative controls essentially change the way people work. This method limits exposure to the hazard rather than removing it. Similarly, PPE does not eliminate hazards and may result in workers being exposed if the equipment fails.

Therefore, these methods for protecting workers have also proven to be less effective than other measures, requiring significant effort by the affected workers. As such, Administrative Controls and PPE should be used as a last resort if the other methodologies are not feasible

15.0 Safety Risk Management Tracking

When a potential hazard is identified, it will be added to HPTS's Safety Risk Log (SRL). The SRL will contain, at a minimum:

- Safety risk description
- Immediate mitigation (if needed)
- Origin of safety risk
- Date safety risk was identified
- Responsible investigator or committee leader
- Safety risk analysis results
- Proposed CAP(s) including all relevant information
- Date safety risk closed

15.1 Hazard Prioritization

All hazards will be prioritized based on the Safety Risk Score calculated during the Analysis and Evaluation process. The score is achieved by combining the Severity rating with its Probability. The greater the score, the higher the hazard's prioritization. Hazard ranked as High/Unacceptable or Serious/Undesirable should be mitigated first, with High/Unacceptable ranking as the greatest. Prioritizing risks will support management in the decision-making process by elevating the hazards and vulnerabilities that need immediate attention to the forefront for action.

15.2 Hazard Acceptance

If it is not possible to reduce a hazard by any means, a decision must be made to accept the hazard or to dispose of the system. This decision is made by the TM, as the AE. The TM has final signatory authority for hazard acceptance. As in all other hazard management activities, full documentation of hazard acceptance will be maintained by HPTS's TSO.

16.0 Hazard Notification

Unacceptable, or High, hazardous conditions must be reported to the TSO and TM/AE. Additional hazards identified by HPTS may also be reportable to the TSO.

16.1 Notification of Unacceptable Hazards

Unacceptable hazardous conditions must also be reported to the TM/AE immediately upon discovery.

16.2 Fatalities & Serious Injuries

The HPTS TSO, TM/AE, and Assistant Transit Manager will be notified immediately of any accidents, incidents, and/or events that involve any HPTS employee / vehicle / and/or occur on HPTS property.

17.0 Cooperation / Coordination with CHP

HPTS employees are expected to cooperate and coordinate, as necessary, with the City of High Point agencies, including police, fire, medical and other city, state, and federal entities investigating an Accident / Incident / Event / Injury within their respective jurisdiction.

Incident / Accident / Event / Injury reports will be completed and submitted, by all involved and witnessing employees to the appropriate supervisor immediately following such Incident / Accident / Event / Injury, provided the employee is physically able to complete the report. If the employee is unable to complete the Incident / Accident / Event/ Injury report immediately following the Incident / Accident / Event / Injury, the report must be filed as soon as possible.

Reports should be inputted in the HPTS TrackIt System.

18.0 Hazardous Materials Program

HPTS will minimize and control the generation of hazardous waste and pollutants to protect the environment. All HPTS activities must comply with applicable federal, state, and city environmental protection laws.

HPTS must follow the City of High Point's Safety Program Manual. The Hazard Communication Policy is included in the CHP Safety Program Manual (January 2011). All employees complete the training programs within the CHP Manual upon employment and annually. These training programs are completed by computer-based training.

Part E: Safety Assurance

Safety Assurance is Component 3 of the SMS framework. It is the process within HPTS's SMS that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the HPTS meets or exceeds its safety objectives through the collection, analysis, and assessment of information. This section will describe the activities HPTS will use to monitor its system for compliance with, and sufficiency of, the agency's procedures for operations and maintenance. Furthermore, during these processes HPTS will review system functions to identify safety risk mitigations that may require further improvements or are functioning as intended.

19.0 Safety Performance Monitoring & Measuring

Safety Performance Monitoring and Measuring activities are aimed at the quantification of HPTS's safety effectiveness and efficiency during service delivery operations. This is accomplished through a combination defining and tracking SPI to measure HPTS's ability to meet its SPTs. This is a continuous process that aims to provide feedback to the SMS on how well safety performance targets are being met. The data used to monitor and measure the SPT will be supplemented by information collected from SMEs and data input from this process will be reviewed, monitored, and analyzed for trends through various lenses of HPTS's operations (i.e. by mode, department, location, line, day of the week, time of day, employee, etc.). Reports will be then developed, as necessary and provided to HPTS's management staff for review and identification of mitigation if required. Specific SPTs are defined in Part B, Section 6 of this PTASP.

19.1 Safety Data Acquisition and Analysis

It is critical to safety assurance at HPTS that safety-related data is acquired from various sources. Furthermore, analysis and distribution of that data to HPTS management and staff is also critical to ensuring safe operation and performance. Trend analysis is performed on the acquired data as a means of identifying trends in accidents and occupational injuries in order to develop and implement corrective action to predict and prevent further occurrences.

Safety data is collected from numerous sources by HPTS. Sources include but are not limited to the following:

Accident Statistics	Maintenance Records
Accident/Incident Reports	NTSB Reports
Claims Reports	Occupational Injury Reports
Customer Feedback	Public Comment / Concerns
Daily Activity Logs	Inspection Reports
Drills and Exercises	Rules Compliance Program
Drug & Alcohol Testing	Safety Meetings and Committees
Employee Reporting Program	Security Reports
First Responders	Supervisor Logs
Internal Audits	

Safety data analysis also involves obtaining technical information from external sources for use in identifying trends and developing and implementing corrective actions. Sources for such data include but are not limited to the following:

- Peer agencies
- American National Standards Institute (ANSI)

- American Public Transportation Association (APTA)
- American Society for Testing and Materials (ASTM)
- Department of Homeland Security (DHS)
- Environmental Protection Agency (EPA)
- Federal Transit Administration (FTA)
- Municipal Statutes and Public Laws
- Safety Data Sheets (“SDS”)
- National Fire Protection Association (NFPA)
- National Transportation Institute (NTI)
- Occupational Safety and Health Administration (OSHA)
- Transportation Security Administration (TSA)
- Other transit systems

Other data sources, standards and guidelines will be identified, as they are applicable to the analysis being conducted. The TSO is responsible for ensuring that appropriate and adequate safety data collection is maintained for the operations and maintenance activities and adequate analysis is performed on the data, shared appropriate system-wide and acted upon to predict and prevent adverse events for safety assurance purposes.

19.1.1 Access to Data

All departments are charged with providing analysis of internal data as requested by the TSO. The data is indicated in the table above. Please note this is not an exhaustive list, but simply a basic guideline. The TSO will ensure that each department is aware of the data that it is required to collect, analyze and subsequently provide to the TSO for review, further analysis, and corrective action. Data from individual departments will be made available to the TSO upon request and similarly, the TSO will distribute any data analysis as appropriate to the applicable division(s).

19.1.2 Data Analysis

The TSO will delegate to the Safety Data Analyst the responsibility to track safety-related data to identify trends, including those related to hazards. The data analysis process will involve collaborating with SMEs and the Safety and Security Officers. Identified trends for all data are then analyzed and/or investigated by the TSO or their designee with the cooperation of the appropriate department(s) to determine causal factors.

19.1.3 Safety Performance Indicators

SPI are quantifiable parameters used for monitoring and assessing safety performance and SPT. SPIs should be clearly defined with input on what the indicators are based on data and information provided by the SMEs. More importantly, SPIs should be quantifiable, and measured by using the data provided in Section 5.0. There are two (2) common types of indicators:

Lagging Indicators: Data related to things that have already happened. HPTS will define lagging SPIs using historical data of negative outcomes, such as accidents, incidents, and occurrences.

Leading Indicators: Measure conditions that have the potential to become or contribute to a negative outcome before the outcome occurs. Leading indicators can be very valuable because will allow HPTS to monitor precursors to events and offer the opportunity to act before something bad happens.

HPTS will use both lagging and leading indicators to measure and monitor its safety performance and feed the SPTs.

19.2 Investigations of Safety Events

The investigation process is a critical component of the SA function of the SMS and is one (1) indicator to measure safety performance success.

HPTS shall investigate any reportable Accident or Unacceptable hazardous condition, as well as any other safety events as deemed necessary by the agency. The investigation will be documented in a final report that includes a description of investigation activities, findings, identified causal factors, and CAP(s) as necessary. At the discretion of the HPTS management, the final investigation report will be separated in two parts as follows:

- Description of investigation activities, investigation findings, and determination of the most probable cause and additional contributing causes
- Recommendations to prevent recurrence and a corrective action plan, if required

HPTS will investigate Safety Events as summarized below:

1. Each Transit Agency investigation shall be documented in a final report that includes a description of investigation activities, findings, identified causal factors, and CAP(s) as warranted.
2. The investigation report shall be submitted to the TM and TSO within three (3) calendar days following completion of the investigation.
3. HPTS shall provide quarterly status reports to the SMS Steering Committee that document investigation activities and findings.

19.2.1 Investigation Procedure

At a minimum, an investigation must determine the facts relative to the cause of the event, including the identification of causal factors. The investigation must document specific actions that should be taken to prevent or reduce the likelihood further occurrences.

The on-scene investigation will focus on the following tasks:

1. Evaluate the accident scene to determine what occurred, document the final uncontrolled position of employee, type and severity of injury, position of vehicles and equipment involved, and any other relevant situational data
2. Evaluate the accident scene to determine any mechanical, physical, and environmental conditions that may have contributed to the accident/incident
3. Conduct interviews of persons essential to the investigation of the incident, such as the vehicle Operator, witnesses, injured persons, Supervisors, and dispatchers
4. Evaluate what job the employee was performing or assigned to, and whether or not the employee was properly trained and qualified to perform the duty assigned at the time of the accident and incident
5. Make a preliminary assessment whether an unsafe action or unsafe condition contributed to the accident and incident
6. Determine what personal protective equipment was required for the job being performed, whether it was being worn, and whether it was in good condition and proper for hazard protection

The investigator is responsible for the initial investigation of all non-criminal incidents, unless directed otherwise by the TM / ATM / TSO. This includes obtaining information required for the preparation of the Preliminary Investigation Report. In situations where a serious crime has occurred or where HPPD has selected to assume jurisdiction, the investigator will work closely with HPPD personnel to ensure the scene is secured and information is exchanged appropriately. The investigator shall focus on, at a minimum:

- Interviewing employees, witnesses, and passengers.
- Focusing on conditions and hazards that caused accident.
- Collecting and protecting or directing the collection and protection of all physical evidence. This might include the presence, absence and description of skid marks, condition of the road, and other road defects, traffic control signals and devices, area speed limit signs, and other warning or control signs or devices for vehicular traffic;
- Examining the operating compartments, working environments, and other environmental conditions involved with the operation of the system leading to the event's occurrence.
- Ensuring that a description of the event is recorded. Required documentation includes photographs, measurements, and sketches at a minimum. Other documentation should be obtained to the greatest extent possible.

At an accident/incident scene, upon being briefed by personnel already on the scene, the TSO may assume command of HPTS activities, working closely with the Incident Commander and other HPTS responders and response personnel from High Point or area emergency response agencies. Depending on the severity of the accident or incident, the TSO may remain in command of the situation until the scene is cleared.

Based on the above information, the investigator will complete and submit the initial investigation report within twenty-four (24) hours to the TSO or their designee, as necessary for review. The investigator shall assist, as directed by the TSO, in completing any follow-up investigation, as necessary.

19.2.2 Investigator Qualifications

The TSO is trained on basic investigation processes and procedures for both modes of transportation. Under conditions where TSO functions change, training for personnel will include review and understanding of existing procedures, as well as other industry courses relevant to incident investigations, including those required under 49 CFR 672 as defined in Part F of this PTASP.

19.2.3 Investigation Reports

The final report includes the following information, at a minimum:

- 1. Investigation Report General Outline**
 - a. Event description
 - b. Notification, Incident Response, and Incident Command
 - c. Initiating Event
 - d. Immediate Corrective Actions
 - e. Operator Information – Fatigue Evaluation and Training
 - f. Investigation
 - g. Operator event report
 - h. Field supervision report
 - i. Employee record/history

2. Post-Accident Safety Inspection

- a. Video analysis
- b. Communications analysis
- c. Findings, Potential Causal Factors, and Recommendations (CAPs)
- d. Investigator
- e. Date of Report
- f. Distribution

19.2.4 Internal Notifications

HPTS employees are required to make a verbal report to Dispatch immediately of all events, followed as soon as practical by written reports. HPPD covers accident response in detail.

Since each accident and incident may be different, the process and task detailed in this document will not necessarily be applied to, nor required for, every investigation. That decision is based upon experience and good judgment of Management.

19.3 Safety Rules Compliance

Operational rules and procedures are contained in the HPTS Transit Operator Handbook – 2018 and Paratransit Operator Rules and Regulations Manual - 2018. Additional procedures (i.e. SOPs, and plans, programs, and other documentation) are developed to support all operations as needed. These procedures are generally developed and maintained by the respective department. Other safety rules, processes, and practices may be contained in these procedures.

19.3.1 Review of Rules and Procedures

Operational rules and procedures are contained in the HPTS Transit Operator Handbook – 2018 and Paratransit Operator Rules and Regulations Manual - 2018. Additional procedures have been or are being developed in support of transit operations. Rulebooks and procedures are maintained by the departments to which they apply.

The following table provides a schedule for when rules and procedures, by mode, are reviewed and revised, if needed, and with whom the responsibility lies. Other rules and procedures may be reviewed but are not listed below.

Table 20: Fixed-Route Rules and Procedures Review Schedule

Procedure(s)	Freq.	Responsibility
Vehicle PMIs	Triennially	Maintenance Supervisor
Operating Rulebook	Annually	Transit Supervisor
Supervisor SOPs	Annually	Assistant Transit Manager

Table 21: Paratransit Rules and Procedures Review Schedule

Procedure(s)	Freq.	Responsibility
Vehicle PMIs	Triennially	Maintenance Supervisor
Operating Rulebook	Annually	Paratransit Supervisor
Dispatchers SOPs	Annually	Assistant Transit Manager
Supervisors SOPs	Annually	Assistant Transit Manager

Responsibilities may be delegated by the responsible party, as appropriate.

Any changes to operating procedures, rulebooks, or maintenance plans with safety implications will be reviewed by the TSO for approval. Upon approval, changes are made, and the rulebook is signed and distributed by the Assistant Transit Manager. Individuals receiving a new or revised Rulebook are required to sign, date, and return a form indicating receipt.

All HPTS employees and contractors are responsible for knowing and abiding by the rules and procedures of the agency and for its appropriate implementation at all times while on duty. HPTS employees must know and follow the rules when on HPTS property.

19.3.2 Safety Rules Compliance Program

The Safety Rules Compliance Program (SRCP) is the process used by HPTS to develop, maintain, and ensure compliance with rules and procedures having a safety impact, including identification of operating and maintenance rules and procedures subject to review; techniques used to assess the implementation of operating and maintenance rules and procedures by employees. There are three (3) fundamental outputs for the SRCP:

1. Measure the effectiveness of supervision relating to implementation of operating and maintenance rules
2. Documentation of results
3. Incorporation of findings into the SRM

Supervisory and management personnel will be required to make periodic checks of employees to ensure compliance with the Rulebook and relevant procedures. Management personnel are also expected to observe inspections during daily operations and on-the-job training for all employees.

The following techniques will be used to monitor compliance for operations and maintenance personnel.

- A. Assessment of Operations Personnel:** Periodic operational checks are made in the field by Supervisors including but are not limited to the following:
- Speed Checks
 - Observation of safety vehicle operations
 - Proper use of safety devices
 - Observation on the use of safety devices
 - Wheelchair securement practices
 - Wheelchair ramp operations

Periodic spot checks are made when requested or deemed necessary by management. The TSO may conduct random safety checks that include but are not limited to the following:

- General vehicle operations
- Attention to duty
- Signal compliance
- Door operations

B. Assessment of Maintenance Personnel: The Maintenance Supervisor enforces rules and procedures by observing and monitoring employee and contractor performance in shops and yard. Rules and procedures monitored and observed for compliance include but are not limited to the following:

- General safety
- Proper use of tools, equipment, and machinery
- Proper use of personal protective equipment
- Fire Life safety
- Materials handling and storage
- Quality Assurance activities

The Maintenance Supervisor also conducts follow-up activities following any non-compliance as a technique to ensure reinstruction of employees has resulted in compliance with maintenance rules.

C. Supervisory Personnel: Periodic reviews of Leads are performed by their respective supervisor and shall include required supervisory activities defined in the Rulebook and procedures, as well as the individual's job description and the safety and security requirements outlined in this plan.

Follow-ups will occur periodically following a finding of rules/procedure non-compliance.

19.3.3 Documentation

Supervisory personnel are primarily responsible for formally documenting procedures and rules observed for compliance. Violation(s) are to be documented and brought to the attention of managers and the TSO who will ensure that appropriate documentation is maintained. Records of rules and procedures violations are maintained by each department and copies will be submitted to the TSO for continued review and monitoring.

Formal ride checks are documented on the appropriate forms or means (tablets) and copies are provided to the ATM and TSO. Formal weekly and monthly reports, as appropriate, on rules and procedure compliance will also be provided by supervisors to the TSO.

19.4 Inspection and Maintenance Program

HPTS facilities, vehicles, and terminals, are inspected at regular intervals per procedures provided in maintenance plans. Maintenance records are maintained by the Maintenance Supervisor and Transit Parts Specialist.

Critical items/conditions disclosed during inspection are repaired immediately or taken out of service until work can be performed. Non-critical items/conditions are cycled through the work order process. Inspection notes recorded on checklists are given to the Maintenance Supervisor for review and filing. When reports of defects or problems are reported from other sources, they

are responded to, inspected, and followed up via immediate repair, work order, or out-of-service status per criticality and crew availability.

19.4.1 Facility Inspections

An essential element of the HPTS SMS is regular inspection of facilities to ensure safe and effective operation. The TSO will work closely with the Maintenance Supervisor to ensure that appropriate checklists and procedures are in place to monitor fire/life safety, industrial, and occupational safety requirements are met.

19.4.2 Equipment Inspections

Equipment inspections are performed according to OEM requirements and recommendations, statutory requirements, industry best practices, equipment conditions and use and other applicable requirements.

Table 22: Equipment Inspections

Equipment	Typical Items Inspected/Tested
Non-Revenue Vehicles	Cars and light trucks, emergency generators, and forklifts
Revenue Vehicles	Wheelchair ramps, interior lighting, communication equipment, ADA equipment, exterior lighting, gauges

19.4.2.1 Vehicle Maintenance Inspections, Bus

HPTS maintains and inspects its vehicles in accordance with the Vehicle Maintenance Plan (VMP) The VMP is designed to guide for actions within the Maintenance Department. As new technologies are phased into HPTS, it may become necessary to institute new personnel training, and changes to this plan. The plan will serve as the primary policy for the Maintenance Department and will be used to guide Vehicle Maintenance employees in safe and efficient maintenance practices and provide a high level of customer service. The plan will be utilized as a guide in making decisions on a daily basis and may be updated as required.

All fleet vehicles, both revenue and non-revenue, are incorporated into the preventative maintenance inspection interval. Inspection tasks and intervals will be structured around the manufacturer's published recommendations and updates. The Maintenance Supervisor may approve additional tasks and increased intervals based upon trend analysis, information from OEM providers and other transit maintenance professionals, and experience of maintenance mechanics / technicians. The Maintenance Supervisor manages the preventative maintenance inspection program, assigns mechanics to PM inspections and ensures all PM services are completed and all mechanical repairs possible are completed during the inspection shift.

19.4.3 Inspection Checklists

The TSO will work closely with maintenance department to ensure that appropriate checklists and procedures are in conformance with fire/life safety, industrial safety, and occupational safety requirements. The Maintenance Plans describes all inspection and maintenance programs that are currently in effect. Inspection checklists pertaining to specific system elements are contained in relevant maintenance plan.

19.4.4 Corrective Actions

Findings identified during maintenance audits/inspections are recorded and monitored until resolved and closed in accordance with the SRM and CAP processes. Hazards that require coordination across departments or additional resources are addressed by the TSO. In addition, the managers / supervisors will formally notify the TSO upon identification of a hazardous condition. Unresolved hazardous conditions may be submitted to the TSO / TM for review, analysis, and resolution.

19.5 Training and Certification Reviews

Compliance with training requirements is assessed by the TSO on an on-going basis. Assessments of compliance are based on student course evaluations, instructor course evaluations, and an annual management review of courses for content and relevance. All recommendations for changes in course content or delivery mechanism will be approved of the TSO and appropriate manager as appropriate prior to any substantial changes.

20.0 Corrective Action Plans

HPTS will identify whether a CAP is needed under two (2) conditions:

1. During the investigation of an Accident/Incident to avoid or minimize the reoccurrence of the investigated event or address a related, systemic problem
2. To correct safety risks

HPTS will develop a formal CAP to correct those elements or activities identified as deficient. Within the CAP, HPTS will include the following information:

- The hazard or programmatic deficiency.
- Action taken to correct the hazard
- An implementation schedules
- The individual(s) and department(s) responsible for the implementation
- Interim/short-term steps taken while awaiting implementations of long-term mitigations

20.1 Monitoring and Tracking

HPTS maintains a CAP tracking log that provides pertinent information on specific CAPs. The log contains the following information:

- Identify noted deficiency/finding/hazard
- Date corrective action plan was opened
- Process, plan, or mechanism to address and resolve deficiency
- Timeframe for implementation of each part of the plan
- Department(s) and person(s) who will be responsible for implementation
- Source of the CAP
- CAP tracking ID
- Line for TSO approval and date of approval
- Proposed implementation date, including interim milestone date(s) as appropriate
- Actual implementation date (once approved and completed)
- Issues preventing resolution
- TSO verification that CAP was implemented
- Other critical information, as appropriate

The TSO will submit the CAP log to the SMS Steering Committee monthly and shall provide information of monthly updates progressing towards closure.

20.2 Verification and Closure of CAPs

The respective HPTS supervisor will submit verification to the TSO for any CAP proposed for closure. Information regarding the closure must be included in the CAP Log and include any additional actions that were implemented to complete the CAP. Verification documentation may include:

- Photographs
- Receipt of new or revised document
- Work order or similar document showing full completion

21.0 Continuous Improvement

The continuous improvement of the SMS is guided by the ability to achieve the defined safety objectives and safety performance targets. The TSO, in coordination with each department, will implement HPTS's internal review process. This process allows HPTS to continually and objectively examine its own compliance with the requirements prescribed in this PTASP and identify any deviations from meeting the SPTs, Safety Objectives, and Safety Goals. Internal reviews thus aim to determine the effectiveness of the PTASP, plus verify the need for implementing constituent program processes.

In addition to the internal review process, HPTS will continuously monitor, track, and report on safety data in effort to identify trends towards achieving SPTs.

HPTS conducts an annual assessment of its safety performance to ensure continuous improvement and compliance with regulatory requirements. This structured process evaluates the effectiveness of the Agency Safety Plan (ASP) and identifies opportunities for enhancing safety policies, procedures, and outcomes.

1. Data Collection & Performance Monitoring

Throughout the year, we collect and analyze safety-related data, including:

- Incident reports, accidents, and near-miss events.
- Hazard reports submitted by employees and passengers.
- Safety audits and inspections conducted internally or by external agencies.
- Compliance with safety performance targets (SPTs) established in our ASP.

2. Safety Performance Evaluation

At the end of each calendar year, the Safety Officer and senior leadership conduct a comprehensive review that includes:

- **Trend Analysis** – Identifying patterns in safety data to determine areas requiring attention.
- **Root Cause Analysis** – Reviewing incidents and safety events to understand underlying causes.
- **Effectiveness Review** – Evaluating whether corrective actions and safety initiatives implemented in the past year have successfully mitigated risks.

3. Employee & Stakeholder Engagement

Frontline employees, their representatives, and key stakeholders are involved in the review process through:

- **Employee Feedback** – Gathering input from frontline staff regarding safety challenges and suggested improvements.
- **Stakeholder Input** – Engaging with city officials, transit users, and community organizations to assess public concerns.

4. Corrective Action & Plan Adjustments

Based on the assessment findings, we:

- Identify specific corrective actions needed to address safety gaps.
- Update policies, procedures, and training programs as necessary.
- Revise safety performance targets (SPTs) to reflect new safety goals.

5. Annual Safety Performance Report

A formal Annual Safety Performance Report is prepared, summarizing:

- Key safety trends and performance metrics.
- Effectiveness of implemented safety measures.
- Recommended changes to the Agency Safety Plan (ASP).
- Goals for the upcoming year.

HPTS develops and carries out this plan under the direction of the Accountable Executive to address any deficiencies identified through the safety performance assessment process.

22.0 Drug and Alcohol Program

HPTS is dedicated to providing safe, dependable, and economical transportation services to its customers. HPTS employees are a valuable resource and it is also our goal to provide a safe, healthy, and satisfying working environment for our employees. In meeting these goals, it is our policy to:

- Ensure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner.
- Create a workplace environment free from the adverse effects of drug and alcohol abuse or misuse.
- Prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances.
- Encourage employees to seek professional assistance when substance abuse adversely affects their ability to perform their assigned duties.

In accordance with *49 CFR 655, Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations*, and *49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs* the City of High Point maintains a written policy that documents its substance awareness programs which are compliant with 49 CFR 40 and 655 to ensure employee fitness for duty, and to protect our employees, passengers, and the general public from the risks posed by the use of alcohol and prohibited drugs. The City of High Point Drug and Alcohol Policy is also intended to comply with and incorporate 49 CFR Part 32, The Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA, including the reporting of employees convicted of criminal drug offenses that occur in the workplace.

HPTS's Drug and Alcohol Policy applies to all safety-sensitive transit system employees as identified and described below as well as paid part-time employees and contractors, when performing safety-sensitive duties.

Safety-Sensitive Employees and Applicants for Safety-Sensitive Positions covered by this Policy include those who:

1. Operate a revenue service vehicle, including when not in revenue service
2. Operate a non-revenue service vehicle when such is required to be operated by a holder of a commercial driver's license
3. Control the movement/dispatch of a revenue service vehicle
4. Perform maintenance on a revenue service vehicle or equipment used in revenue service
5. Carry a firearm for security purposes

22.1 Program Monitoring

HPTS's Drug and Alcohol Testing Program is administered by the City of High Point. Implementation details are contained in CHP Drug and Alcohol Policy. The TSO will monitor the implementation of this program for compliance and will conduct a formal internal audit of the program at least once on a 3-year cycle. The TSO will review all updates to HPTS's Drug and Alcohol Policy.

23.0 Procurement

HPTS must ensure that its designated purchasing agent obtains supplies, materials and equipment that meet or exceed required standards. Purchasing procedures for both formal and informal bidding will be documented based on the City of High Point's requirements. Procurements of new equipment, materials and supplies are first reviewed by the user department in conjunction with the TSO to ensure safety within the HPTS system.

For the procurement of outside contract work, all contracts must stipulate that all work, materials and equipment used in the project are subject to adequate inspection and testing in accordance with accepted standards and that the contractor must provide the necessary testing and inspection services required by the manufacturer and the contract.

To ensure inclusion of the HPTS safety program, HPTS will provide a copy of this PTASP to all contractors and/or subcontractors, who are obligated to adhere to its provisions during all stages of their work assignments. HPTS will also require safety plans of its contractors, which will be reviewed and approved by the TSO prior to award of any contract.

It is also the policy of HPTS to obtain Safety Data Sheets (SDS) for all samples and products for prior approval before samples or products are accepted for review and/or use. The designated purchasing agent is required to make every possible effort to preclude the introduction of unauthorized, hazardous materials and supplies, as well as defective or deficient equipment into a project.

Part F: Safety Promotion

Part F of this PTASP outlines the processes in which HPTS will promote both SMS practices and safety throughout a transit agency. As part of 49 CFR Part 673, this section will discuss the following two (2) sub-components of Safety Promotion:

- Competencies and training
- Safety communication

24.0 Competencies and Training

HPTS provides training in safety, operations, and maintenance to ensure that employees are qualified to perform their tasks safely. Safety training is also integrated into operations and maintenance training as a means of informing employees about hazards associated with their jobs and the appropriate methods for controlling these hazards. HPTS's training programs are based on industry requirements, standards, and recommendations. Training methods include classroom lectures, written materials, video presentation, hands-on training, and assessment of knowledge and skills. HPTS's safety training includes de-escalation training and safety concern identification and reporting. There are training programs for operators and maintainers. Training programs include classroom instruction, with lesson plans and manuals. Testing is conducted as necessary to ensure training effectiveness. Refresher training is provided as needed.

24.1 Designated Personnel

HPTS encourages participation and completion of the prescribed courses in 49 CFR Part 672. Although not required by 49 CFR 672 for agencies that do not operate a transit rail mode, this training is encouraged. Completion of these courses afford an individual the opportunity to complete the Individual Training Program (ITP), also referred to as the Public Transportation Safety Certification Training Program (PTSCTP). HPTS personnel that may consider this course of study include employees and contractors whose job function is directly responsible for safety oversight of HPTS. More specifically, this includes personnel whose primary job function includes the development, implementation and review of this PTASP. These individuals include:

- Transit Safety Officer
- Safety contractors

Additional designated personnel may be identified as the SMS continues to mature. Courses for designated personnel include:

Table 23: PTSCTP Required Curriculum

Course Name	Methodology	Duration
SMS Awareness	e-Learning	1 Hour
Safety Assurance	Virtual Classroom	2 Hours
SMS Principals for Transit	Virtual Classroom	20 Hours
Bus System Safety	Classroom	36 Hours
Effectively Managing Transit Emergencies	Classroom	32 Hours
Fundamentals of Bus Collision Investigation	Classroom	36 Hours

24.2 HPTS Personnel

HPTS uses safety training programs that are integrated into operations and maintenance training as a means of informing employees about hazards associated with their jobs and the appropriate methods for controlling these hazards. As such, safety training is incorporated into three (3) types of curriculums:

1. Initial Training
2. Periodic Training
3. Retraining

Training mechanisms may involve classrooms, field exercises, and drills. HPTS is currently reviewing other means for providing training, including more virtual programs.

23.2.1 HPTS Fixed Route and Paratransit

Operations and maintenance personnel performing safety-related work are trained, qualified, and certified in accordance with all regulatory requirements and industry standards. The following are some of the areas of focus:

- **Safety and Security Training:** Training is consistent with the employee's responsibilities to includes safety and security overviews, incident/accident investigation, report requirements, emergency preparedness, and hazard identification.
- **Operator Training:** The Assistant Transit Manager and Transit / Paratransit Supervisor is responsible for operator training that Includes standard bus operating procedures, defensive driving, common bus emergencies, passenger relations, workplace violence, active shooter response, and emergency communication
- **Maintenance Training:** The Maintenance Supervisor is responsible for the training of maintenance personnel. Training for bus maintenance personnel consists of instruction in maintenance best practices/industry standards, maintenance policy/procedures, and hazard materials control.

24.3 Contractors

All HPTS contractors doing work at HPTS facilities are required to be knowledgeable of, instructed in, and follow the necessary rules and procedures to ensure safety. It is HPTS's policy that all contractors must comply with all of the requirements of the PTASP and all relevant regulations pertaining to workplace safety.

In the event that a contractor or contractor employee is required to work on HPTS property under operating conditions, training requirements will be defined in the contract. HPTS rules and procedures will be applied without exception to all members of the contractor's work force affected. Contractors will be provided HPTS procedures and are expected to follow these procedures.

24.4 Training Record Keeping

HPTS training records will be recorded and maintained in the user's department as well as Human Resources.

25.0 Safety Communication

Communicating with frontline employees about safety and security is crucial in establishing a positive safety culture. Effective safety communication makes personnel aware of safety priorities and initiatives and ensures that feedback is captured and acted upon as appropriate. HPTS will focus on relaying safety-related information on a regular basis, focusing on raising awareness of potential safety risks and progress of the agency's safety programs. Accomplishing this will encourage employees to report concerns and demonstrates management commitment to both the employees and the agency's safety performance objectives. In accordance with 673.29(b), HPTS also will ensure that all employees are aware of any policies, activities, and procedures that are related to their safety-related roles and responsibilities.

Communication of safety programs, including SMS initiatives and achievement of SPTs, Goals and Objectives will be led by the TSO in coordination with managers and supervisors. Mechanisms for communication include, but are not limited to:

- Employee Reporting Program
- Safety Committee
- Training
- HPTS Policies and Procedures
- CHP Safety Program (i.e. Right to Know, HAZCOM)

Safety communications will include information on safety risks that are relevant to the employee's role and responsibilities, explain reasons that a transit agency introduces or changes policies, activities, or procedures, and explain to an employee when actions are taken in response to reports submitted by the employee through the employee safety reporting program.

HPTS will convey the results of its cooperation with frontline transit worker representatives in developing and updating the ASP through several key method options:

1. Formal Reports & Documentation

- Distribute a summary document highlighting key improvements based on worker feedback.

2. Stakeholder Meetings & Briefings

- Hold safety meetings where worker representatives present their contributions.
- Conduct briefings for leadership, supervisors, and employees to ensure widespread awareness.

3. Internal & External Communications

- **Internal Newsletters & Bulletins:** Share safety updates through newsletters, email blasts, and bulletin boards.
- **Public Announcements:** Use press releases or agency websites to inform the public about safety improvements.

4. Training & Toolbox Talks

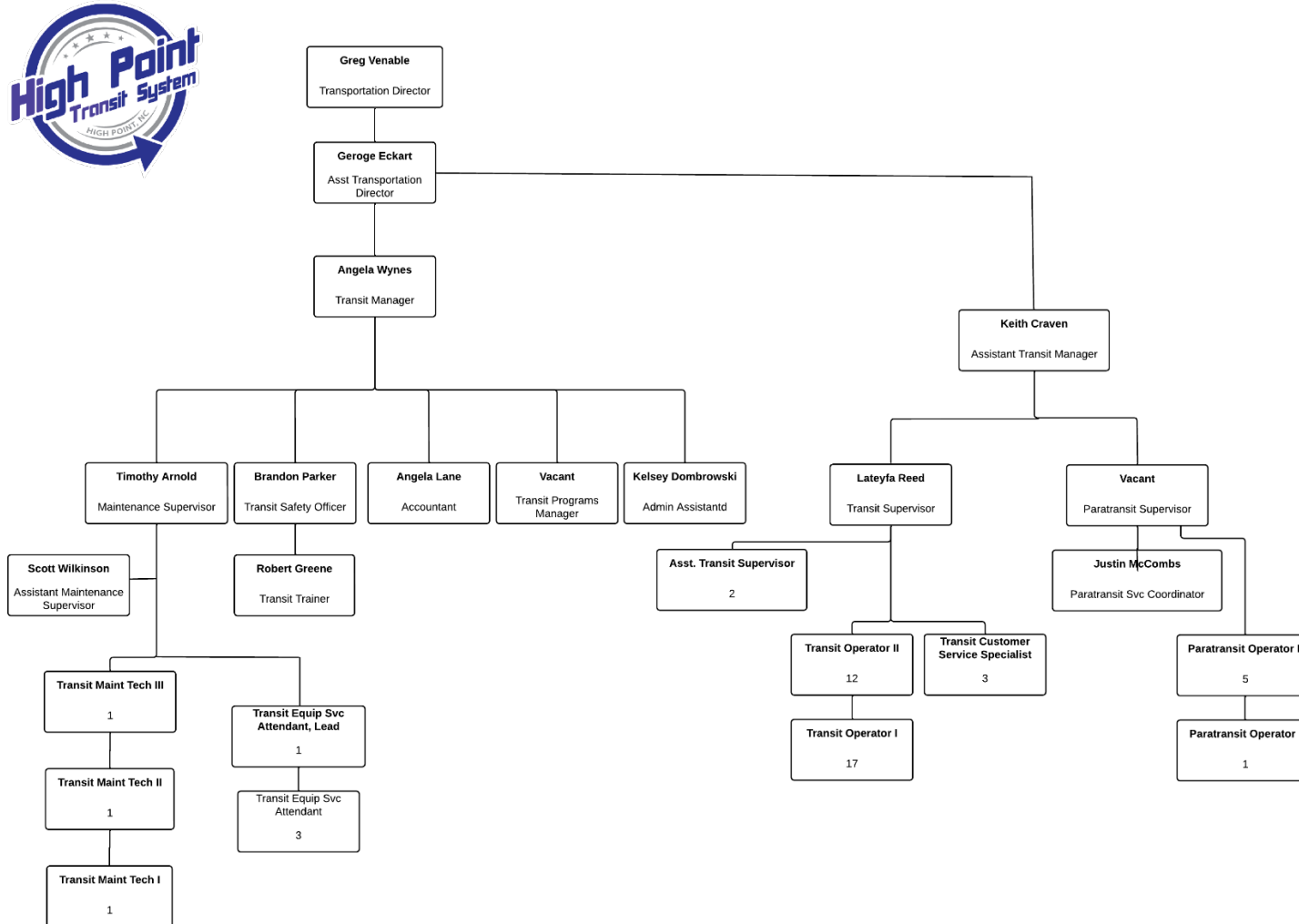
- Integrate safety updates into ongoing training programs and new employee orientations.
- Use toolbox talks and safety briefings to discuss implemented changes and their impact.

5. Feedback Loops & Continuous Engagement

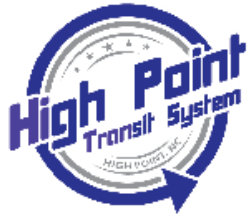
- Provide a feedback mechanism (e.g., surveys, meetings) to allow frontline workers to evaluate the effectiveness of safety changes.
- Maintain ongoing engagement with worker representatives for continuous safety improvement.

By using these methods, a HPTS ensures transparency, reinforces frontline worker participation, and fosters a strong safety culture.

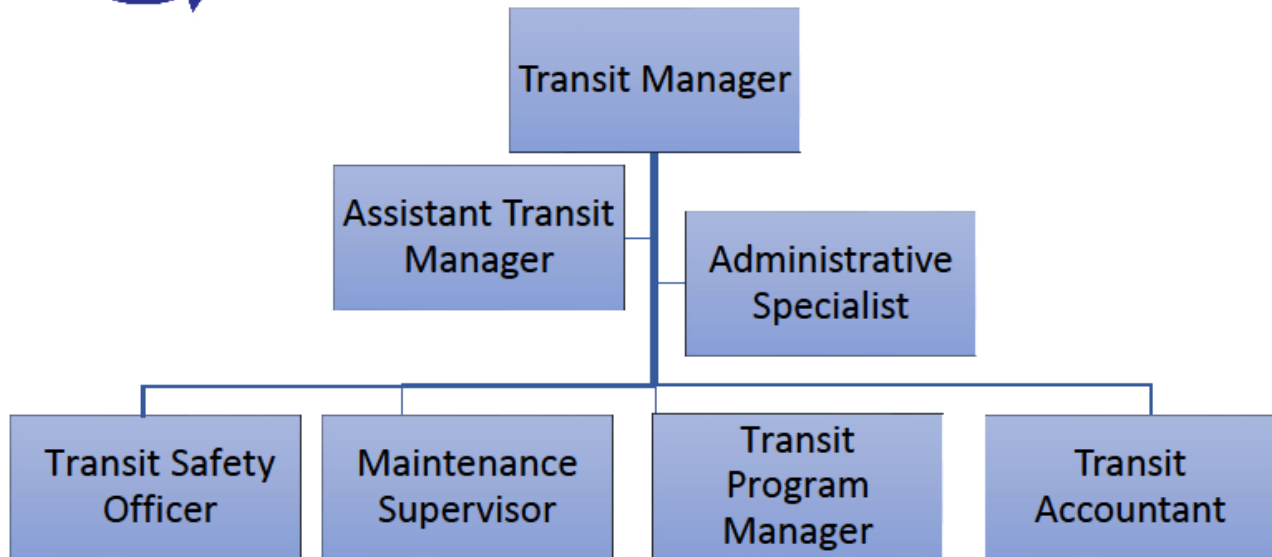
Appendix A: HPTS Organizational Chart



Appendix A.1 HPTS Management Structure



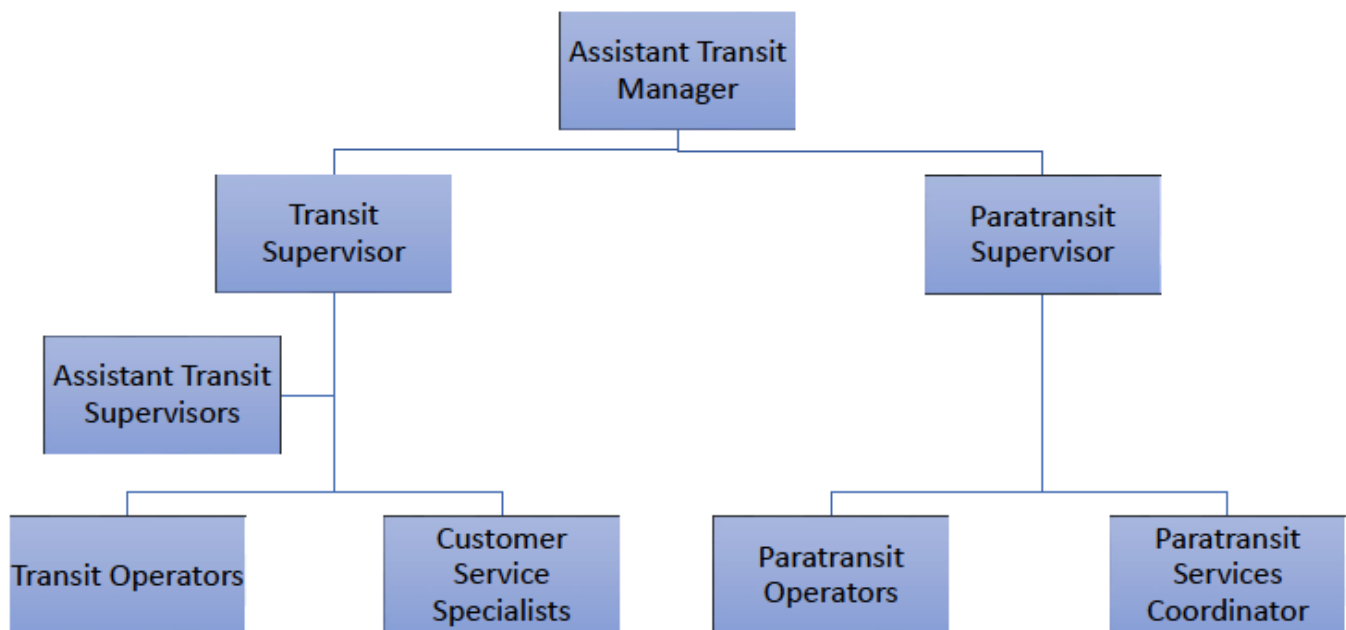
HIGH POINT TRANSIT SYSTEM



Appendix A.2 HPTS Operations Structure



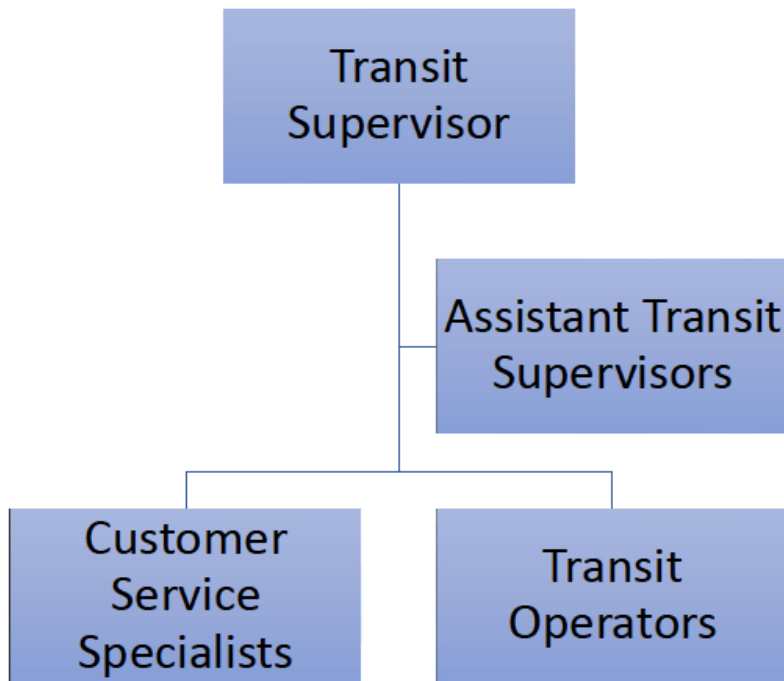
HIGH POINT TRANSIT SYSTEM OPERATIONS



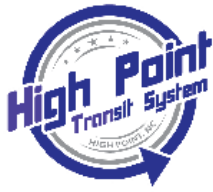
Appendix A.3 HPTS Fixed Route Structure



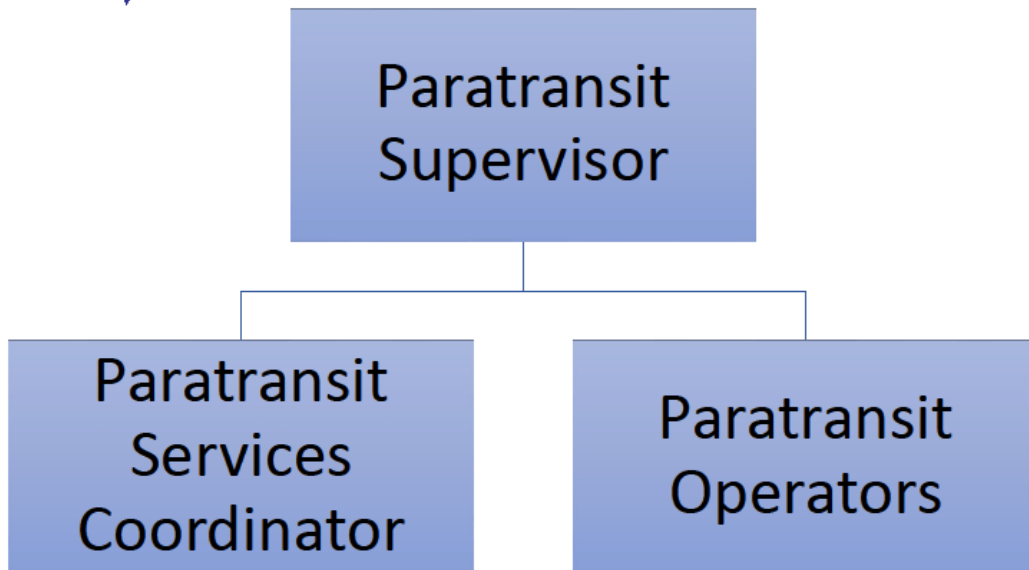
HIGH POINT TRANSIT SYSTEM FIXED ROUTE



Appendix A.4 HPTS Paratransit Structure



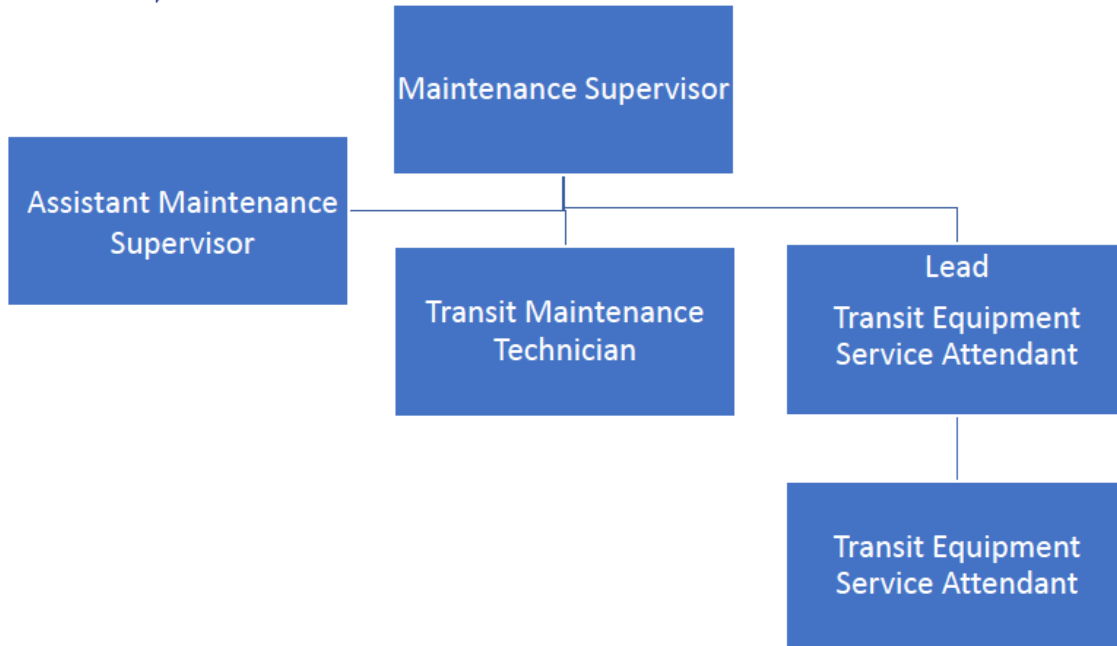
HIGH POINT TRANSIT SYSTEM PARATRANSIT



Appendix A.5 HPTS Maintenance Department Structure



HIGH POINT TRANSIT SYSTEM MAINTENANCE DEPARTMENT



PTASP Annual Review Notes and Updates FY 2025

- Updated to Version 4.0 on cover page.
- Updated Phase on cover page.
- Updated date on cover page.
- Added a statement to the Safety Management Policy that described our approach to cooperation with frontline employee representatives. Page ix
- Updated Reference Documents on page xviii
- Added to 3.3 Authority “HPTS serves the City of High Point and is considered a small urbanized area.”
- Updated population to “116,065” in 4.0 System Overview Section.
- Updated the System overview section to include the new microtransit pilot.
- Updated “Table 2” on page 25 to reflect data from FY 24.
- Updated section 5.0 to meet the additional performance measures added by FTA in April 2024.
 - Major Events and Major Event Rate
 - Collision Rate
 - Pedestrian Collision Rate
 - Vehicular Collision Rate
 - Fatalities and Fatality Rate
 - Transit Worker Fatality Rate
 - Injuries and Injury Rate
 - Transit Worker Injury Rate
 - Assaults on Transit Workers and Rate of Assaults of Transit Workers
 - System Reliability
- Added section 8.8 detailing how the ASP is created in cooperation with frontline employees.
- Added a statement that states that our safety reporting program includes reporting assaults on transit workers, near misses, unsafe acts and conditions. Page 51.
- Added a statement to Safety Hazard Identification “HPTS will also consider data and information regarding exposure to infectious diseases provided by the Centers for Disease Control and Prevention (CDC) or a state health authority.” Page 61
- Added bullet point “Safety concerns identified through Safety Assurance activities” Page 61
- Added “HPTS will use guidance provided by an oversight authority, FTA, CDC or state health authority as a source of safety risk mitigation.” Page 64
- Added section 21 Continuous Improvement. Page 77-78
- Added “HPTS’s safety training includes de-escalation training and safety concern identification and reporting.” Page 80
- Added “Refresher training is provided as needed.” Page 80
- Added how HPTS will convey the results of its cooperation with frontline transit worker representatives in developing and updating the ASP. Page 82-83
- Updated Org. Chart in Appendix A

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Contract with Motorola Solution, Inc.

FROM:
Angela Wynes
Transit Manager

MEETING DATE:
May 19, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:

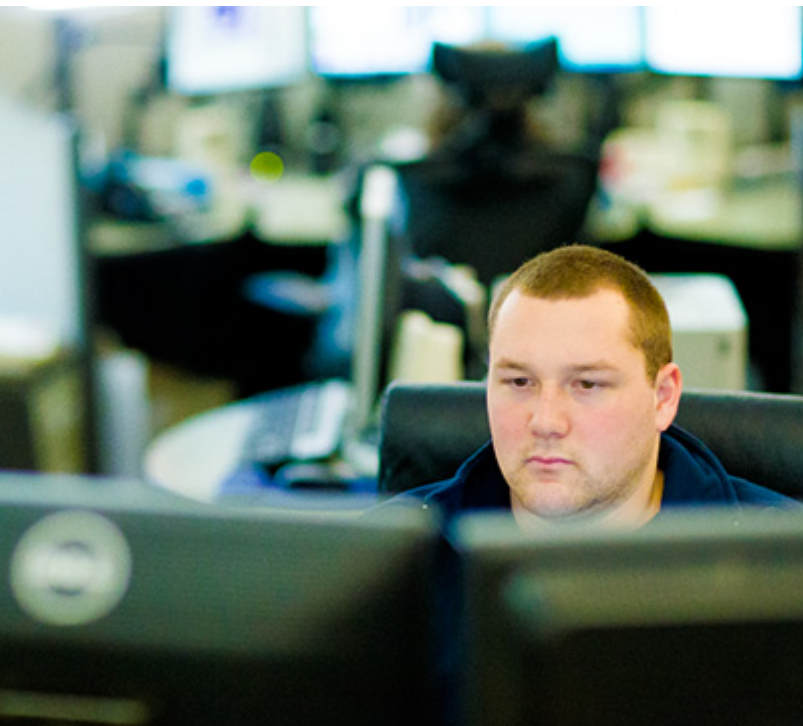
1. Quote
 2. Recommendation Form
-

PURPOSE: To purchase 30 mobile radios using State Contract 19144 – 725G to replace the obsolete units that are currently in the transit vehicles.

BACKGROUND: The Information Technology Services Department has notified the transit division that the current mobile radios have reached the end of their support life and cannot be repaired. Replacement of the units is recommended to ensure that transit vehicles can maintain communications. This purchase is being made under North Carolina State Contract – 19144 – 725G.

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

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a contract with Motorola Solutions, Inc. in the amount of \$139,194 for the purchase of thirty (30) mobile radios utilizing North Carolina State Contract – 19144 – 725G, and authorize the appropriate City Official(s) to execute all necessary documents.



HIGH POINT, CITY OF

APX 4500 x30 Transit

02/13/2025

02/13/2025

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

RE: Motorola Quote for APX 4500 x30 Transit

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:02/13/2025
Expiration Date:05/14/2025
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™ 4500 Enhanced					
1	M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ MOBILE	30	\$2,202.00	\$1,607.46	\$48,223.80
1a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	30	\$216.00	\$216.00	\$6,480.00
1b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	30	\$6.00	\$4.38	\$131.40
1c	GA00250AA	ADD: GNSS/BT-WIFI THRU MNT ANT, 17FT LOW LOSS PFP-100A/240, QMA	30	\$110.00	\$80.30	\$2,409.00
1d	G66BF	ADD: DASH MOUNT O2 APXM	30	\$138.00	\$100.74	\$3,022.20
1e	GA00580AA	ADD: TDMA OPERATION	30	\$495.00	\$361.35	\$10,840.50
1f	QA02812AE	ADD: P25 9600 TRUNKING W/ INTEROPERABILITY	30	\$2,277.00	\$1,662.21	\$49,866.30
1g	GA00804AA	ADD: APX O2 CH (GREY)	30	\$541.00	\$394.93	\$11,847.90
1h	G444AH	ADD: APX CONTROL HEAD SOFTWARE	30	\$0.00	\$0.00	\$0.00
1i	QA03399AA	ADD: ENHANCED DATA APX	30	\$165.00	\$120.45	\$3,613.50
1j	W22BA	ADD: STD PALM MICROPHONE APX	30	\$79.00	\$57.67	\$1,730.10
1k	QA09113AB	ADD: BASELINE RELEASE SW	30	\$0.00	\$0.00	\$0.00



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	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	30	\$47.00	\$34.31	\$1,029.30
1m	G142AD	ADD: NO SPEAKER APX	30	\$0.00	\$0.00	\$0.00
1n	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	30	\$0.00	\$0.00	\$0.00

Grand Total **\$139,194.00(USD)**

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



BID RECOMMENDATION

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.:

CONTRACT NO.:

DATE OPEN:

DESCRIPTION:

Purchase of mobile Motorola radios for the transit fleet from State Contract 725-G.

PURPOSE:

The new radios will replace the obsolete units that are in the vehicles currently.

COMMENTS:

RECOMMEND AWARD TO:

AMOUNT:

JUSTIFICATION:

The radios will be compatible with the City's existing system.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
441999	526104	441213100460	S4220	\$120,000
441999	526104	441213300460	S4220	\$30,000
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD:

Digitally signed by Greg Venable
Date: 2025.05.02 08:31:43 -04'00'

DATE:

The Purchasing Division concurs with recommendation submitted by the

and recommends

award to the lowest responsible, responsive bidder

in the amount of

PURCHASING
MANAGER:

DATE:

Approved for Submission to
Council

FINANCIAL SERVICES DIRECTOR:

DATE:

CITY MANAGER:

DATE:

(For City Council Approval Only)

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Contract with Miller Services HVAC, Inc.

FROM:
Robby Stone
Public Services Director

MEETING DATE:
May 19, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
March 19, 2025

ATTACHMENTS:

1. Bid Tabulation
2. Bid Recommendation Form

PURPOSE: To contract with Miller Services HVAC, Inc. for the replacement of five (5) HVAC units at the Eastside Wastewater Treatment Plant (WWTP).

BACKGROUND: There are five (5) HVAC units at the WWTP that are non-functional due to age and the harsh environment. Below is a summary of the units.

	Equipment Description	Location
1	Split System Heat Pump AHU Split System Heat Pump COND	Old Admin Building, Mech. Room Old Admin Building, Outside
2	Split System AC AHU Split System AC HP CU-430 Cond.	RAS-2 Electric Room RAS-2 On Ground
3	Split System AC AHU Split System AC HP CU-430 Cond.	RAS-1 Electric Room RAS-1 On Ground
4	Packaged RTU	Roof Residuals OFFICE
5	Packaged RTU	Roof Residuals BREAK ROOM

The turnkey project is to remove the five (5) existing HVAC units and perform a direct replacement of the units. There were four (4) contractors who submitted bids and Miller Services HVAC, Inc. was the lowest responsive bidder.

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

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a contract with Miller Services HVAC, Inc. in the amount of \$101,525 for the replacement of five (5) HVAC units at the WWTP and authorize the appropriate City Official(s) to execute all necessary documents.

BID TABULATION
Eastside HVAC Project
BID NO. 2017-042225

Vendor	MWBE Forms	Price
GE Construction	Yes	\$ 177,800.00
State Utility	Yes	\$ 330,600.00
Miller Services	Yes	\$ 101,525.00
Mainline Service	Yes	\$ 171,440.38

BID RECOMMENDATION

DEPARTMENT: Public Services

COUNCIL AGENDA DATE: May 5, 2025

BID NO.: 2017-042225

CONTRACT NO.: N/A

DATE OPEN: 4/22/25

DESCRIPTION:

Eastside WWTP HVAC Replacement Project

PURPOSE:

To hire a contractor for the replacement of five (5) HVAC units at the Eastside Wastewater Treatment Plant (WWTP).

COMMENTS:

RECOMMEND AWARD TO: Miller Services HVAC, Inc.

AMOUNT: \$101,525.00

JUSTIFICATION:

Lowest Bidder

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
621757	527101			\$101,525.00
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: Robby Stone

Digitally signed by Robby Stone
Date: 2025.04.24 07:14:10 -04'00'

DATE: 4-24-2025

The Purchasing Division concurs with recommendation submitted by the Public Service and recommends award to the lowest responsible, responsive bidder Miller Services HVAC in the amount of \$101,525.00.

PURCHASING
MANAGER:

Candy E Harmon

Digitally signed by Candy E Harmon
Date: 2025.05.06 15:00:20 -04'00'

DATE: 5/6/2025

Approved for Submission to
Council

FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn

Digitally signed by Bobby Fitzjohn
Date: 2025.05.06 15:05:48 -04'00'

DATE: 5/6/25

CITY MANAGER:

(For City Council Approval Only)

DATE:

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Sole Source Contract with Precision Safe Sidewalks

FROM:
Robby Stone
Public Services Director

MEETING DATE:
May 19, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:

1. Proposal
 2. Sole Source Letter
 3. Sole Source Justification Form
-

PURPOSE: The city budgets on an annual basis for the removal, replacement, or alternative repair methods of city-maintained sidewalks. The Public Services Department seeks approval for a sole source contract in the amount of \$150,000.00 with Precision Safe Sidewalks for their patented sidewalk trip & fall hazard and curb repair process.

BACKGROUND: The city performs sidewalk replacements or repairs on an annual basis. Since January 2021, the city has identified trip hazards in the Central Business District (CBD), Burns Hill and Emerywood areas. By year-end 2024, all sidewalk and curb hazards in the CBD were addressed. With this additional funding, the most severe hazards in Burns Hill and Emerywood will be addressed. The non-intrusive repair method consists of grinding sidewalks and curbing trip hazards. Precision Safe Sidewalks possesses patented technology to perform this work. This technology is less intrusive than digging and replacing while much faster and at a much less expense.

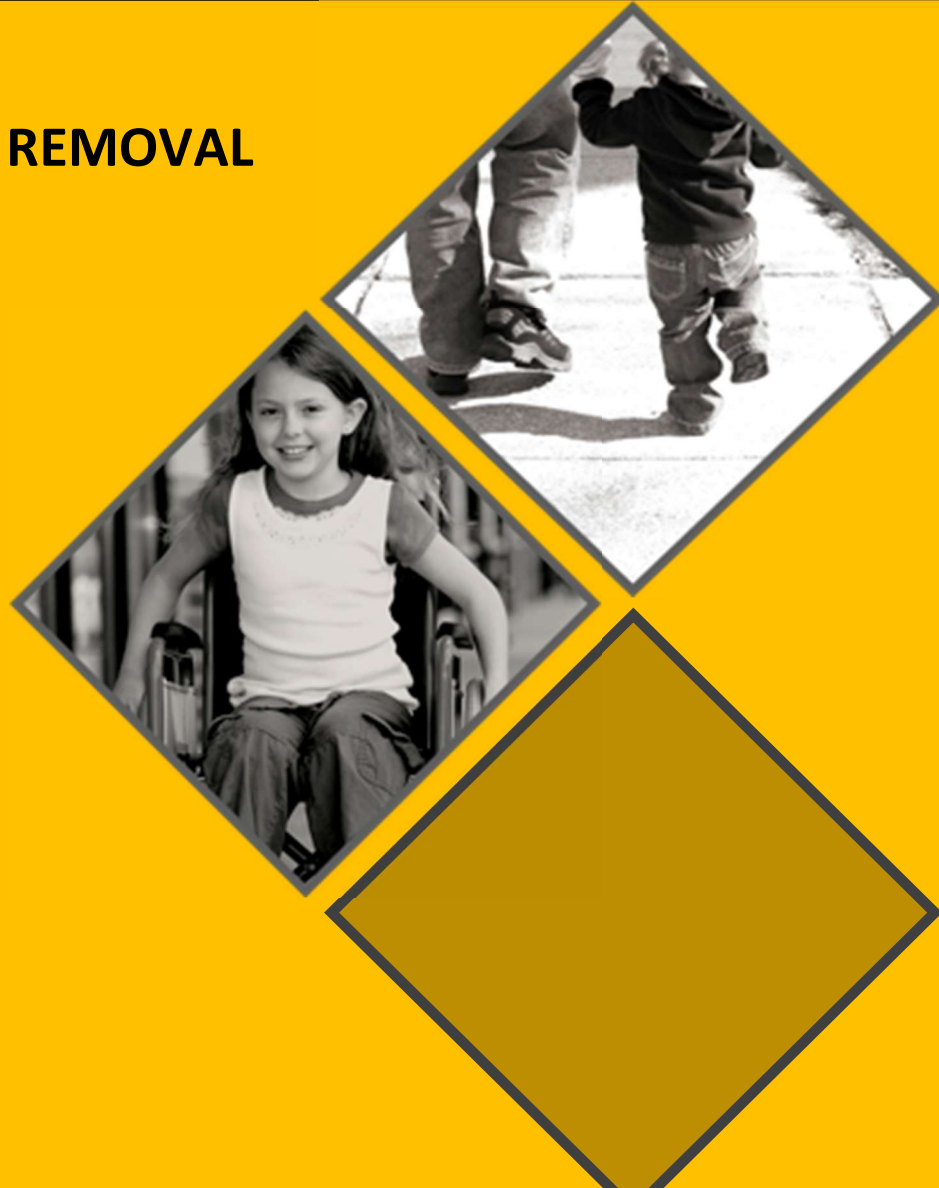
Note: this does not address panels that require full removal and replacement.

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

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a sole source contract with Precision Safe Sidewalks in the amount of \$150,000 for sidewalk repairs and authorize the appropriate City Official(s) to execute all necessary documents.

BURNS HILL & EMERYWOOD NEIGHBORHOODS

SIDEWALK TRIP HAZARD REMOVAL SURVEY AND PROPOSAL



April 7, 2025

© 2024 Precision Safe Sidewalks, LLC.

Presented to: Caleb Friedenbach, Streets Superintendent

Submitted by: Casey Penland, Business Development Manager

(800) 734-8891 ext. 323 M: (336) 870-5602 | c.penland@precisionsafesidewalks.com



ESTIMATE: This estimate has been prepared for:

BURNS HILL & EMERYWOOD NEIGHBORHOODS TRIP & FALL HAZARD REMOVAL

Caleb Friedenbach, Streets Superintendent
211 S Hamilton St, High Point, NC 27260
336-943-8029 | caleb.friedenbach@highpointnc.gov

EXECUTIVE SUMMARY:

Using the information provided by Caleb Friedenbach for the City of High Point, Precision Safe Sidewalks conducted a risk assessment in a project area to identify sidewalk hazards that create trip-and-fall liabilities. Our assessment, conducted using the specifications of the Americans with Disabilities Act (ADA), revealed 6,039 trip-and-fall hazards (Vertical Height Displacements):

We observed that the overall sidewalk infrastructure in the assessed area is in generally good structural condition and is an ideal application for our precision-concrete-cutting repair method. While the full assessment identified **6,039 sidewalk trip-and-fall hazards and 414 linear feet of curb hazards**, Precision Safe Sidewalks will repair as many hazards as possible within the City's approved **not-to-exceed budget of \$150,000**. Repairs will be prioritized based on severity and accessibility, and progress will be communicated regularly throughout the project.

Should you request all hazards be repaired, Precision Safe Sidewalks can complete the work in as few as **70 - 80** workdays with 3 technicians. While the sidewalk restoration project is underway, we will:

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



ESTIMATE & PROPOSAL
CITY OF HIGH POINT
PROPOSAL NUMBER PSS CPDW24-221-01

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

ESTIMATED SAVINGS SUMMARY:

We estimate our innovative, proprietary, precision-concrete-cutting method will save the City of High Point more than **\$1,614,074** on this project versus traditional D&R methods.

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

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

RISK MANAGEMENT:

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

It is worth noting that the risk of a trip-and-fall incident is generally equal for all identified hazards that require repair using our precision concrete cutting process. **Interestingly, customers have informed us that VHDs with a $\frac{1}{4}$ " differential actually result in more incidents than larger VHDs, likely due to the fact that individuals have difficulty perceiving the differential, leading to a higher rate of trip-and-fall incidents.**

**RISK ASSESSMENT HAZARD LOCATIONS
CITY OF HIGH POINT
BURNS HILL NEIGHBORHOOD**



 – VHD 1" to 2½" (Red)

BURNS HILL NEIGHBORHOOD



 – VHD ½" to 1" (Blue)

BURNS HILL NEIGHBORHOOD



📍 – VHD ¼" to ½" (Yellow)

EMERYWOOD NEIGHBORHOOD



 – VHD 1" to 2½" (Red)

EMERYWOOD NEIGHBORHOOD



📍 – VHD ½" to 1" (Blue)

EMERYWOOD NEIGHBORHOOD



🟡 – VHD ¼" to ½" (Yellow)



METHODOLOGY – PREPARING THIS ESTIMATE:

1. A census was conducted and the following hazards were identified and grouped into three CLASSES and 2 AREAS:

CLASSES & SPECIFICATIONS

VHD 1" to 2½"
VHD ½" to 1"
VHD ¼" to ½"

2. An estimate of inch feet for each CLASS was prepared based on a slope of 1:8 for up to ½" and 1:12 for ½"-2½".
3. A fixed bid was prepared giving the flexibility to choose to repair hazards by CLASS, AREA, or all hazards in the proposal.
4. This project is subject to progress billing.

PRICING **OPTION 1: NOT TO EXCEED \$150,000**

TABLE 1: SIDEWALK TRIP & FALL HAZARDS					
LOCATION		LEAST SEVERE	SEVERE	MOST SEVERE	TOTAL
BURNS HILL	Hazards	802	1,776	362	2,940
	Cost	\$53,254	\$226,027	\$90,476	\$369,757
EMERYWOOD	Hazards	1,148	1,703	248	3,099
	Cost	\$68,338	\$197,029	\$50,940	\$316,306
TOTAL	Hazards	1,950	3,479	610	6,039
	Cost	\$121,591	\$423,055	\$141,416	\$686,063

TABLE 1.5: CURB HAZARDS		
LOCATION	LINEAR FEET	PRICE
BURNS HILL	260	\$6,494
EMERYWOOD	154	\$3,850
TOTAL	414	\$ 10,344

The City of High Point may issue a purchase order not to exceed \$150,000, with an equal allocation of \$75,000 dedicated to repairs in the Emerywood and Burns Hill neighborhoods. Precision Safe Sidewalks will repair as many sidewalk trip hazards as each budget allows, based on a unit rate of \$4.18 per [hazard/sq ft], focusing exclusively on vertical displacements of ½ inch or greater to ensure ADA compliance and reduce liability.



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Progress will be communicated regularly, and the City will be notified as each neighborhood's budget approaches its limit. A final summary of repairs will be provided upon completion. Hazards under ½ inch and areas unsuitable for our process will be documented but excluded from this scope unless otherwise directed.



SCOPE OF WORK:

The scope of work includes identifying, measuring, recording, marking, and repairing the sidewalk hazards noted in our census at a slope of 1:8 for up to ½" and 1:12 for ½"-2½" (handicap ramps at 1:12), and removing approximately 4151 lbs. of concrete debris from the area. Typically, we recycle this debris.

AVERAGE PRICE PER SQUARE FOOT: \$4.18

There are 83,702 total square feet in the project area. Precision Safe Sidewalks' average price per square foot for the total project is \$4.18. While Precision Safe Sidewalks does not conduct Demolish & Replacement – (D&R) work, we can estimate that it would cost approximately \$15.00 per square foot for the City of High Point to demolish and replace the project area using a third party. Estimated D&R costs for the City of High Point would include:

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

TABLE 3: COST PER SQUARE FOOT
\$4.18

ESTIMATED SAVINGS: \$1,614,074

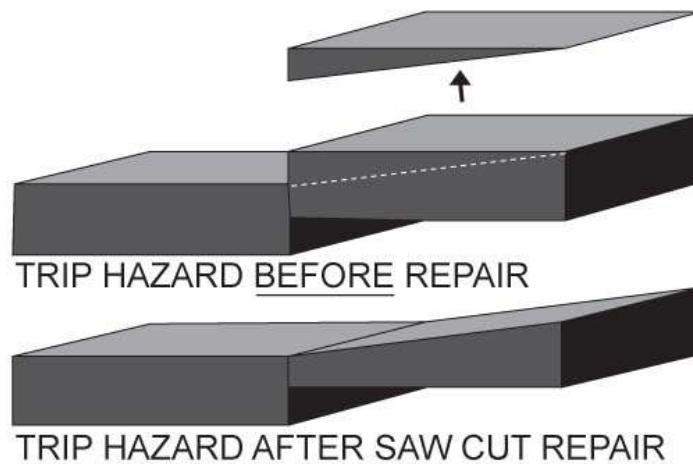
If all the panels were demolished and replaced by a third party at a replacement cost of \$15.00 per square foot, we estimate the City of High Point will save more than \$1,614,074 by using Precision Safe Sidewalks proprietary repair process.

REPAIR SCHEDULE & DURATION: 25 – 30 Days

When scheduled, we estimate the repairs for all hazards on the property will require 25 to 30 workdays with the note that wet weather days will delay our operations. We will remove small sections (10' to 15') of sidewalk from service for periods that range from 3 minutes to 45 minutes and will control all traffic around these areas while they are being repaired. No assistance will be required from the City of High Point, although we welcome site visits, evaluations, or inspections at your convenience at any time.

REPAIR SPECIFICATIONS:

1. Three measurements will be taken of every hazard:
 - Height¹ – the highest point of the hazard
 - Height² – the lowest point of the hazard
 - Length
 - Full Address Location
2. Hazards will be removed from the full length of the panel (full edge-to-edge repair);
3. Sidewalks will be repaired at a slope of 1:8 for up to ½" and 1:12 for ½"-2½"
4. Handicap ramps or special areas will be repaired at a slope of 1:12. Debris from repaired areas will be collected and removed
5. A dust abatement system will be used during all repair operations
6. The repaired area will be smooth and uniform with a coefficient of friction exceeding OSHA requirements for public walkways
7. A detailed, auditable invoice will be presented for every repair.



WARRANTY:

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

1. All trip and fall hazard repairs will have a zero point of differential in height with the adjacent panel.
2. Repairs will affect only the panel causing the hazard; adjacent panels or immovable objects will be unaffected.
3. The slope of all repairs will be at your specification. For this estimate, we have assumed a repair slope of 1:8; however, 1:10 or 1:12 may also be selected.
4. The repaired surface will exceed OSHA requirements for friction on public walkways.



SAFETY:

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

INSURANCE and INCORPORATION:

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

SOLE SOURCE:

Due to the nature of our business, and in lieu of the competitive bidding process, frequently we have been asked to provide documentation that our technology relies upon proprietary methods, information, exclusive licenses, and/or patented equipment that have been issued by the U.S. Patent and Trademark office.

PSS is a franchisee of Precision Concrete Cutting (PCC). Within the states of North Carolina, Virginia, West Virginia, Pennsylvania, New York, and the District of Columbia, PSS is the sole party and sole licensee (license number: PCCVA2008A) to utilize PCC's proprietary training and method for identifying and removing sidewalk trip hazards. PSS also uses proprietary technology as described by the following patent numbers:

U.S. Pat. No. 11,628,596
U.S. Pat. No. 9,759,559
U.S. Pat. No. 9,494,407

Generally, these patents apply to the equipment and dust abatement system used by Precision Safe Sidewalks, LLC and enable us to provide the best available trip-and-fall hazard removal service to our clients. PSS also utilizes various trade secrets to conduct its work using its proprietary process for identifying, analyzing, and removing sidewalk trip hazards. As shown by the quality of our work, we use these trade secrets to provide unparalleled results for our customers. PSS also utilizes proprietary, copyright-protected software for the collection, organization, analysis, and presentation of trip hazards. This allows us to provide the most thorough and detailed sidewalk hazard surveys, which is the vital first step to an effective sidewalk asset management program.

A sole source letter is available upon request.

US GREEN BUILDING COUNCIL MEMBER

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



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

GREEN PARAMETERS:

Estimated Natural Resources Saved:

- between 1,841 and 1,953 tons of waste concrete from removal and landfills (27,901 cubic feet of concrete at an average weight of 132 to 140 lbs. per cubic foot)
- approximately same amount of materials and resources to replace the concrete that was removed

Estimated Fossil Fuels Saved: 2,945 gallons

- hauling equipment to and from the site to remove sidewalks
- operating backhoe equipment to break up and remove concrete
- round trip transportation of 1,841 to 1,953 tons of debris to the landfill
- round trip transportation of new materials to replace the removed sidewalks

Estimated Greenhouse Gas Emissions Avoided: 274.6 Metric Tons CO₂

Our clients often wonder what reducing carbon dioxide (CO₂) emissions from repairing sidewalks means in everyday terms – instead of demolishing and replacing them. We have taken the parameters from your project and used the Greenhouse Gas Equivalencies Calculator (provided by the US Environmental Protection Agency) to help us understand just that. For this project, an estimated 274.6 *Metric Tons of CO₂* – *Carbon Dioxide or CO₂ equivalent gases will not be produced*: This is the result of repairing the trip-and-fall hazards on sidewalks versus demolishing the sidewalk panels and sending them to the landfill.



PICTURES & SPECIAL CASES:

Pictures of VHD hazard examples and Special Cases in the project area are included in Exhibit A.

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

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

CONFIDENTIALITY:

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

PROJECT INITIATION:

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

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

EXHIBIT A: Burns Hill Sample Hazards



VHD 1" to 2½"
TRIP AND FALL HAZARD
Repairable using Precision
Concrete Cutting Process



VHD 1" to 2½"
TRIP AND FALL HAZARD
Repairable using Precision
Concrete Cutting Process



VHD 1" to 2½"
TRIP AND FALL HAZARD
Repairable using Precision
Concrete Cutting Process

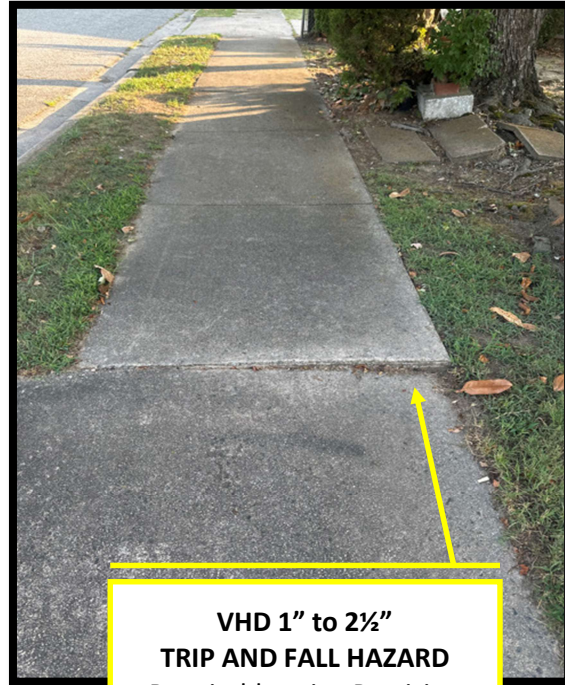


VHD 1" to 2½"
TRIP AND FALL HAZARD
Repairable using Precision
Concrete Cutting Process

Burns Hill Sample Hazards



VHD 1" to 2½"
TRIP AND FALL HAZARD
Repairable using Precision
Concrete Cutting Process



VHD 1" to 2½"
TRIP AND FALL HAZARD
Repairable using Precision
Concrete Cutting Process



VHD 1" to 2½"
TRIP AND FALL HAZARD
Repairable using Precision
Concrete Cutting Process



VHD 1" to 2½"
TRIP AND FALL HAZARD
Repairable using Precision
Concrete Cutting Process

Emerywood Sample Hazards



VHD 1" to 2½"
TRIP AND FALL HAZARD
Repairable using Precision
Concrete Cutting Process



VHD 1" to 2½"
TRIP AND FALL HAZARD
Repairable using Precision
Concrete Cutting Process



VHD 1" to 2½"
TRIP AND FALL HAZARD
Repairable using Precision
Concrete Cutting Process



VHD 1" to 2½"
TRIP AND FALL HAZARD
Repairable using Precision
Concrete Cutting Process

Emerywood Sample Hazards



VHD 1" to 2½"
TRIP AND FALL HAZARD
Repairable using Precision
Concrete Cutting Process



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Concrete Cutting Process



VHD 1" to 2½"
TRIP AND FALL HAZARD
Repairable using Precision
Concrete Cutting Process

EXHIBIT B

Sidewalk Trip-and-Fall Hazard Repair Example



Curb Repair Examples



BEFORE

1+ Inch Curb Trip Hazard
Created by a Sunken Panel



AFTER

Curb Trip Hazard Removed
Now Level with Sidewalk Panel

AFTER
Curb Trip Hazard Removed
Curbs Level with Sidewalk Panel



AFTER
Curb Trip Hazard Removed
Beveled Edge Restored

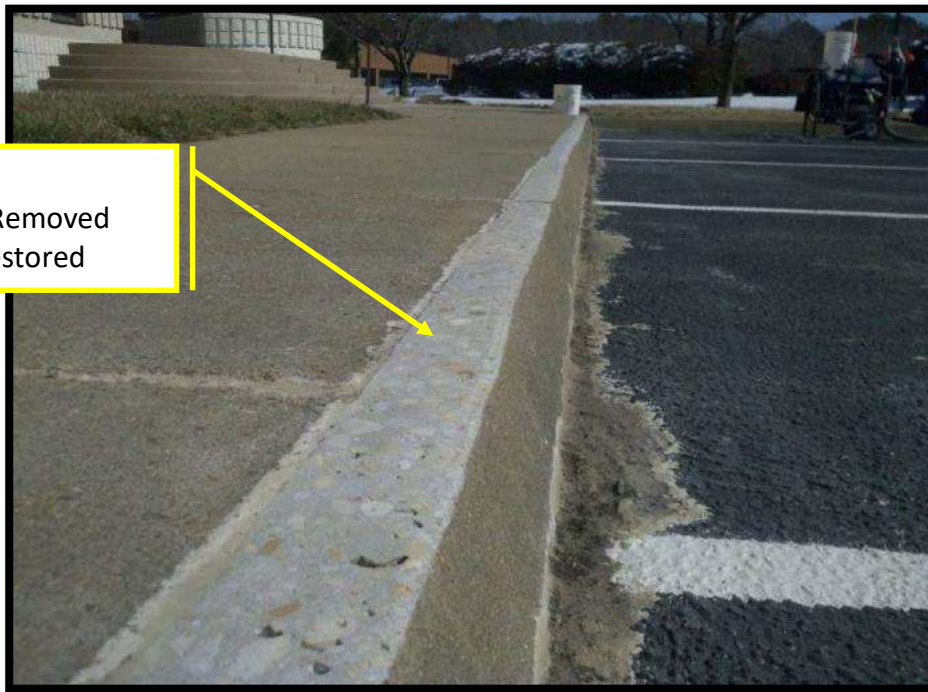


EXHIBIT D

Slope Specifications from Americans with Disabilities Act

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

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

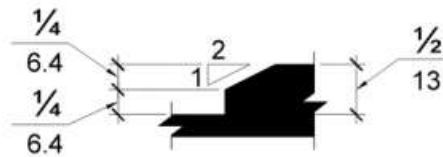


Figure 303.3
Beveled Change in Level

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

405 Ramps

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

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

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

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

TECHNICAL

CHAPTER 4: ACCESSIBLE ROUTES

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

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

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

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



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NOTES

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



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www.precisionsafesidewalks.com

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

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

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

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



ACCEPTANCE OF PROPOSAL

FAX TO: (800) 734-8891

Or EMAIL TO: c.penland@precisionsafesidewalks.com

SCOPE of PROJECT:

Repair of trip and fall hazards in areas identified in PROPOSAL
NUMBER: PSS CPDW24-221-01

OPTION/COST:

P. O. NUMBER:

Date:

Name:

APPROVED BY:

Signature:

Title:

Phone:

Email:

NOTES:

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



February 28, 2025

To whom it may concern,

In responding to competitive bids, frequently Precision Safe Sidewalks, LLC (PSS) has been asked to provide a letter stating that our technology relies upon proprietary methods, information, exclusive licenses, and/or patented equipment.

- PSS is the sole party and sole licensee (license number: PCCVA2008A) to utilize PCC's proprietary training and method for identifying and removing sidewalk trip hazards in the states of New York, Virginia, West Virginia, North Carolina, Western Pennsylvania, and Washington DC (the Territory).
- PSS also uses proprietary technology as described by the following patent numbers:
 - U.S. Pat. No. 9,494,407
 - U.S. Pat. No. 9,759,559
 - U.S. Pat. No. 11,628,596
- PSS also utilizes various trade secrets to conduct its work using its proprietary process for identifying, analyzing, and removing sidewalk trip hazards. As shown by the quality of our work, we use these trade secrets to provide unparalleled results for our customers.
- PSS also utilizes proprietary, copyright-protected software for the collection, organization, analysis, and presentation of trip hazards. This allows us to provide the most thorough and detailed sidewalk hazard surveys, which is the vital first step to an effective sidewalk asset management program.

We look forward to working with you to address your sidewalk hazard remediation needs.

Tom Szold, CEO
Precision Safe Sidewalks, LLC.
25 Maryland Avenue
Annapolis, MD 21401

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:

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

Estimated expenditure for the above item(s):

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. (***Attach Company's Letterhead*)
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: 2025.05.07 08:54:16 -04'00'

Department/Division Date

APPROVAL PROCESS

Purchasing Manager Digitally signed by Candy E Harmon
Date: 2025.05.07 09:01:15 -04'00'

Financial Services Director Digitally signed by Bobby Fitzjohn
Date: 2025.05.07 10:00:24 -04'00'

City Council (\$30,000 – Up)

CITY OF HIGH POINT

AGENDA ITEM



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

FROM:
Robby Stone
Public Services Director

MEETING DATE:
May 19, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
February 28, 2025

ATTACHMENTS:

1. Bid Tabulation
 2. Bid Recommendation Letter
 3. Bid Recommendation Form
-

PURPOSE: To contract with BAR Construction Company, Inc. for the expansion of the Ward Water Plant Maintenance Facility building.

BACKGROUND: The existing Ward Water Plant Maintenance Facility building is located on the property of the Ward Water Treatment Plant and was constructed in 1996. The Water and Sewer (W/S) Plant Maintenance Division, which operates out of this building, performs critical mechanical, electrical, and electronic maintenance and repairs to the City's water and wastewater treatment facilities and sewer lift stations. The W/S Plant Maintenance Division has outgrown the existing facility. There is a need for additional offices, equipment storage, work areas, and employee training space. The new 6,000-square-foot building will be located behind the current W/S Plant Maintenance building. The existing building will remain and be utilized by staff.

There were four (4) contractors who submitted bids. Two bidders were deemed non-responsive. BAR Construction Company, Inc. was the lowest responsive bidder. Value engineering processes were followed to achieve a price reduction of \$61,500.

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

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a contract with BAR Construction Company, Inc. in the amount of \$2,164,500 for the expansion of the Ward Water Plant Maintenance Facility Building and authorize the appropriate City Official(s) to execute all necessary documents.

Bid Tabulation
 City of High Point, North Carolina
 Ward Water Plant Maintenance Facility
 Bid 16-041725 / Thursday, 04/17/25 2:00 PM

Contractor	Addendum	Bid Bond	MWBE Forms	Base Bid	5% Contingency	Total Bid
Sanford Contractors	Y	Y	Y	\$2,055,000.00	\$104,250.00	\$2,189,250.00
Hamlett Associates	Y	Y	Y	\$2,326,054.00	\$116,303.00	\$2,442,357.00
Bar Construction	Y	Y	Y	\$2,120,000.00	\$106,000.00	\$2,226,000.00
Miles-McLellan Construction	Y	Y	Y	\$2,045,000.00	\$102,250.00	\$2,147,250.00



2100 South Tryon Street
Suite 400
Charlotte, NC 28203
704. 527. 0800

00000000.00

April 25, 2025

To: Derrick Boone, Public Services Director, Assistant
City of High Point
211 S. Hamilton Street
Suite 206
High Point, NC 27261

From: Kristen Mansfield, RLA, Technical Manager

RE: City of High Point
Bid Proposal Recommendation
Ward Water Plant Maintenance Facility Building Project

Upon review of the bid proposals for the above-mentioned project, McAdams recommends Bar Construction, as they are the responsive, apparent low bidder.

Please reach out if you have follow up questions.

Sincerely,

MCADAMS

A handwritten signature in black ink, appearing to read 'K. Mansfield'.

Kristen Mansfield, RLA
Technical Manager

BID RECOMMENDATION

DEPARTMENT: **Public Services Department**

COUNCIL AGENDA DATE: **May 19, 2025**

BID NO.: **16-041725** CONTRACT NO.: DATE OPEN: **April 17, 2025**

DESCRIPTION:

Ward Water Plant Maintenance Facility Project

PURPOSE:

To hire a contractor to construct the expansion of the Ward Water Plant Maintenance Facility.

COMMENTS:

RECOMMEND AWARD TO: **Bar Construction Company, Inc.** AMOUNT: **\$2,164,500.00**

JUSTIFICATION:

There were four (4) contractors who submitted bids. Two bidders were deemed non-responsive. BAR Construction Company, Inc. was the lowest responsive bidder.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
421779	533701	421231033905	40202	\$2,164,500.00
TOTAL BUDGETED AMOUNT				\$2,164,500.00

DEPARTMENT HEAD: **Robby Stone** Digitally signed by Robby Stone Date: 2025.05.07 09:19:56 -04'00' DATE: **5-7-2025**

The Purchasing Division concurs with recommendation submitted by the **Public Service** and recommends award to the lowest responsible, responsive bidder **Bar Construction Company** in the amount of **\$2,164,500.00**.

PURCHASING MANAGER: **Candy E Harmon** Digitally signed by Candy E Harmon Date: 2025.05.07 16:21:44 -04'00' DATE: **5/7/2025**

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR: **Bobby Fitzjohn** Digitally signed by Bobby Fitzjohn Date: 2025.05.08 08:07:59 -04'00' DATE: **5/8/25**

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

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Sole Source Contract Renewal with Accela, Inc.

FROM:
Adam Ward
Information Technology Services Director

MEETING DATE:
May 19, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:

1. Quote
 2. Sole Source Justification Form
-

PURPOSE: To approve a two-year renewal of Accela's cloud hosting services contract, which now includes an increased licensing count to allow additional staff access.

BACKGROUND: The City first acquired Accela in 2012 to digitize and provide public access to land development and permitting processes. The renewal term is now shortened to two years due to evolving needs in the Inspection department and their review of alternative platforms. The financial impact of the contract is listed below:

FY 2025-26: \$296,940.84
FY 2026-27: \$317,726.71
Combined Total: \$614,667.55

BUDGET IMPACT: Funding is included in the proposed FY 2025-26 budget and will be available pending approval by the Mayor and City Council.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a Sole Source Contract Renewal with Accela, Inc. in the amount of \$614,667.55 for the two-year renewal of the cloud hosting services contract and authorize the appropriate City Official(s) to execute all necessary documents.



9110 Alcosta Blvd, Suite H #3030
San Ramon, CA, 94583

Proposed by: Kristine Nelson
Contact Phone: 212.430.4767
Contact Email: knelson@accela.com
Quote ID: Q-35914
Valid Through: 5/22/2025
Currency: USD

Quote

Address Information

Bill To:

City of High Point Planning and Development Department
P.O. Box 230
High Point, North Carolina 27261-0203
United States

Ship To:

City of High Point Planning and Development Department
211 S Hamilton Street
High Point, North Carolina 27260
United States

Billing Name:
Billing Phone:
Billing Email:

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Building - SaaS	Year 1	7/22/2025	7/21/2026	12	\$2,170.62	120	\$260,474.42
Enhanced Reporting Database (ERD)	Year 1	7/22/2025	7/21/2026	12	\$36,466.42	1	\$36,466.42
TOTAL:							\$296,940.84

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Building - SaaS	Year 2	7/22/2026	7/21/2027	12	\$2,322.56	120	\$278,707.63
Enhanced Reporting Database (ERD)	Year 2	7/22/2026	7/21/2027	12	\$39,019.08	1	\$39,019.08
TOTAL:							\$317,726.71

Pricing Summary

Period	Net Total
Year 1	\$ 296,940.84
Year 2	\$ 317,726.71
Total	\$ 614,667.55

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:

Since 2012, Accela has helped digitize land development and permitting processes, improving transparency and service delivery to our citizens. The increased licensing will allow more staff access, further enhancing internal efficiency and public services

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. (***Attach Company's Letterhead*)
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 Adam Ward
Date: 2025.04.02 12:52:29 -04'00'

Department/Division Date

APPROVAL PROCESS

Purchasing Manager

Financial Services Director

City Council (\$30,000 – Up)

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Resolution for Opioid Funding

FROM:
Eric Olmedo
Assistant City Manager

MEETING DATE:
May 19, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:

1. Resolution
 2. Budget Ordinance Amendment
-

PURPOSE: To consider approval of a resolution directing the expenditure of Opioid Settlement Funds for the City of High Point.

BACKGROUND: The City of High Point City Council approved a resolution approving the Memorandum of Agreement (MOA) regarding proceeds related to the Settlement of the Opioid Litigation on June 21, 2021. A supplemental resolution and agreement for “Wave Two” settlements were approved on April 3, 2023. The City of High Point has received \$741,328 to date and is expected to receive \$2,492,468 through fiscal year 2039. There has been one distribution of funds in the amount of \$33,400 which was allocated to Caring Services in June 2024. The current balance of funds is \$707,928.

These funds can be used to create, expand, or sustain programs or services that serve persons with Opioid Use Disorder (OUD), or any co-occurring substance use disorder (SUD) or mental health conditions. Funded programs or services may include evidence-based addiction treatment, recovery support services, recovery housing support, employment-related services, early intervention, Naloxone distributions, a post-overdose response team, a syringe service program, criminal justice diversion programs, addiction treatment for incarcerated persons, and/or reentry programs.

Before funds can be disbursed, it is required under the NC MOA for Opioid Settlement Funds that cities need to approve an authorizing resolution that includes information on the selected strategy. The selected strategy for the City of High Point is Evidence Based Addiction Treatment, with funds supporting Caring Services, Inc. for \$121,600. The attached resolution authorizes staff to obligate and disburse Opioid Settlement under the NC MOA.

BUDGET IMPACT: A budget ordinance amendment appropriating \$121,600 from Opioid Settlement Funds is included.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a Resolution for opioid funding for Caring Services, Inc., budget ordinance amendment, and authorize the appropriate City Official(s) to execute all necessary documents.

**RESOLUTION BY THE CITY OF HIGH POINT
TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS**

WHEREAS, the City of High Point has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids.

WHEREAS, the allocation, use, and reporting of funds stemming from these national settlement agreements and bankruptcy resolutions ("Opioid Settlement Funds") are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation ("MOA") and the Supplemental Agreement for Additional Funds from Additional Settlements of Opioid Litigation ("SAAF");

WHEREAS, the City of High Point has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA;

WHEREAS, section E.6 of the MOA states that, before spending opioid settlement funds, the local government's governing body must adopt a resolution that:

- (i) indicates that it is an authorization for expenditure of opioid settlement funds; and,
- (ii) states the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in Exhibit A or Exhibit B to identify each funded strategy; and,
- (iii) states the amount dedicated to each strategy for a specific period of time.

NOW, THEREFORE BE IT RESOLVED, in alignment with the NC MOA and SAAF, the City of High Point authorizes the expenditure of opioid settlement funds as follows:

1. Strategy authorized:

- a. Name of strategy: Evidence based addiction treatment
- b. Strategy is included in Exhibit A
- c. Item letter and/or number in Exhibit A: 2
- d. Amount authorized for this strategy: \$121,600
- e. Period of time during which expenditure may take place:
Start date 5/6/25 through End date 6/30/26
- f. Description of the program, project, or activity: The City of High Point intends to direct the funds to Caring Services, a private, non-profit providing state licensed mental health and outpatient substance use disorder treatment in High Point, NC. The Caring Services clinic will operate an evidence-based addiction treatment program.
- g. Provider: Caring Services

The total dollar amount of Opioid Settlement Funds appropriated across the above named and authorized strategies is \$121,600.

Adopted by High Point City Council, this the 19th day of May 2025.

Cyril Jefferson, Mayor

ATTEST:

Sandra Keeney, City Clerk

“AN ORDINANCE AMENDING THE 2024-2025 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO OPIOID SETTLEMENT FUNDS

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

Section 1. The proposed amendment appropriates Opioid Settlement Funds totaling \$121,600. The funds will be used for evidence-based addiction treatment by Caring Services, Inc.

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

(A) That the following Opioid Settlement Fund revenues be amended as follows:

Opioid Settlement Funds	\$121,600
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(B) That the following Opioid Settlement Fund expenditures be amended as follows:

Operating Expenses	\$121,600
--------------------	-----------

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

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

Adopted by High Point City Council, this the 19th day of May 2025

Cyril Jefferson, Mayor

ATTEST:

Sandra Keeney, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of Acquisition of Real Property - 1661 Westchester Drive

FROM:
Eric Olmedo
Assistant City Manager

MEETING DATE:
May 19, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
n/a

ATTACHMENTS:

1. Tax Information
 2. Exhibit A
 3. Exhibit B
-

PURPOSE: To consider the purchase of 1661 Westchester Dr. for the Commercial Shared Use Kitchen project.

BACKGROUND: The Commercial Shared Use Kitchen was first identified as a tool to help food-based entrepreneurs start and grow their businesses in 2018. In 2021, the City was selected to participate in the Bloomberg Harvard City Leadership Initiative cross-boundary collaboration program, and the kitchen project was identified as a priority issue. Planning work on the project continued in 2021 and 2022. In December 2022, the City was awarded a \$2.0 million Federal Small Business Administration appropriation, and in 2023 City Council allocated \$2.0 million in local funds. Later in 2023, City Council awarded a contract to Creech and Associates for the design of a facility and a kitchen consultant was hired. A plan was completed and shared with City Council in August 2024, and due to the cost of new building construction, staff have been reviewing alternatives to complete the kitchen within the existing budget.

The former K&W Cafeteria facility located at 1661 Westchester was identified as a potential site for a shared-use kitchen. The property is a 2.3-acre site with an approximately 12,000-square foot building, which was constructed in 1988. The tax value of the property is \$1,347,700. An appraisal of the property was completed that showed a property value of \$1,300,000 if repairs were done to damage that occurred to the roof and HVAC system, work which has been done by the owner. Staff worked to negotiate a sale price of \$970,000 for the property.

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

RECOMMENDED ACTION REQUESTED: City Council is requested to consider the acquisition of real property located at 1661 Westchester Drive in the amount of \$970,000 to support the development of the Commercial Shared-Use Kitchen Project and authorize the appropriate City Official(s) to execute all necessary documents.

Guilford County, NC



Parcel Number	194046	Total Out Building Value	16200
PIN	6890422583	Total Land Value	701300
Owner	DGV LLC	Total Deferred Value	0
Mail Address	PO BOX 25048	Bldg Card	1
Mail City	WINSTON SALEM	Appraisal Model Code	1
Mail State	NC	Deed Data	12/31/1989
Mail Zip	27114	Neighborhood	6890C04
Property Address	1661 WESTCHESTER DR	Property Type	COMM
Legal Description	K&W/ WESTCHESTER TR:X PL:96-112	Structure Size	
Deed	003668-01276	Lot Size	2.3
Plat	96-112	Year Built	1988
Condo		Bedrooms	
Total Assessed	1347700	Bathrooms	
Total Building Value	630200	Grade	Average



Disclaimer: While every effort is made to keep information provided over the Internet accurate and up-to-date, Guilford County does not certify the authenticity or accuracy of such information. No warranties, express or implied, are provided for the records and/or mapping data herein, or for their use or interpretation by the User.

Map Scale
1 inch = 63 feet
5/12/2025



AGREEMENT FOR PURCHASE AND SALE
OF IMPROVED REAL PROPERTY

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between:

City of High Point, a North Carolina municipal corporation ("Buyer"); and Allred Investment Company, LLC, a North Carolina limited liability (successor by merger to DGV LLC, a North Carolina limited liability company) ("Seller").

(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) 1661 Westchester Dr., High Point, NC 27262

Plat Reference: Lot(s) "New Tract X", Block or Section _____ N/A _____, as shown on Plat Book or Slide 96 at Page(s) 112, Guilford County, consisting of 2.290+/- 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 parcel number of the Property is: 194046; and, (ii) some or all of the Property, consisting of approximately 2.290 acres, is described in Deed Book 3668, Page No. 1276, Guilford County.)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property, if any, itemized on **Exhibit A**.

\$970,000.00

(b) "**Purchase Price**" shall mean the sum of Nine Hundred Seventy Thousand and No/100 Dollars, **payable on the following terms:**

\$ _____ N/A _____ (i) "**Earnest Money**" shall mean _____ Dollars or terms as follows: _____

The Earnest Money shall be deposited in escrow with _____ (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

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 580-T
Revised 7/2023
© 7/2023

Buyer Initials _____ Seller Initials _____

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.**

\$ _____ N/A _____ (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.)**

\$970,000.00 (iii) **Cash, balance of Purchase Price**, at Closing in the amount of Nine Hundred Seventy Thousand and No/100 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 **sixty (60) days following the expiration of the Examination Period (as defined herein).**

(d) **"Contract Date"** means the date this Agreement has been fully executed by both Buyer and Seller.

(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 the date which is **sixty (60) days following the Contract Date. TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.**

(f) **"Broker(s)"** shall mean:

Steve Ellis, CCIM ("Listing Agency"),

Steve Ellis ("Listing Agent" – License # 55452)

Acting as: ☒ Seller's Agent; ☐ Dual Agent

and _____ (“Selling Agency”),

Acting as: ☐ Buyer’s Agent; ☐ Seller’s (Sub)Agent; ☐ Dual Agent

(g) **“Seller’s Notice Address”** shall be as follows:

1391 Plaza West Dr.
Winston Salem, NC 27103
e-mail address: daallred@gmail.com fax number: N/A
except as same may be changed pursuant to Section 12.

(h) **“Buyer’s Notice Address”** shall be as follows:

PO Box 230 c/o City Attorney’s Office
High Point, NC 27261
e-mail address: Meghan.Maguire@highpointnc.gov fax number: N/A
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), any deferred or rollback taxes, 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:

N/A
_____.

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement, charges required by an owners’ association declaration to be paid by Buyer for Buyer’s future use and 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:

N/A
_____.

Each party shall pay its own attorney’s fees.

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: 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 (or any personal property listed on **Exhibit A**) 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 inspecting, examining, conducting timber cruises, 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(b) 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 4 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 4. 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) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any 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 an assignment of any 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: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings 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, a bill of sale for any personal property listed on **Exhibit A**, 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; or (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, except as follows (Insert "None" or the identification of any matters relating to (i) through (iv) above, if any):

None

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.

☐ **EIFS/SYNTHETIC STUCCO:** If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco". Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

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:

Business Entity

City of High Point, a North Carolina municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

SELLER:

Business Entity

Allred Investment Company, LLC, a North Carolina limited liability company

By: _____

Name: _____

Title: _____

Date: _____

Preaudit Certificate

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

Bobby Fitzjohn, Finance Officer

WIRE FRAUD WARNING

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.

(Name of Escrow Agent)

Date: _____

By: _____

Escrow Agent's contact/notice information is as follows:

e-mail address: _____ fax number: _____

except as same may be changed pursuant to Section 12.

Exhibit B to Agreement for Purchase and Sale of Improved Real Property

Between
City of High Point ("Buyer")
and

Allred Investment Company, LLC (successor by merger to DGV LLC) ("Seller")

Notwithstanding anything to the contrary in the Purchase Agreement, the terms and conditions of this Exhibit B shall control over any contrary terms or conditions in the Purchase Agreement. Buyer and Seller hereby agree as follows:

1. For the purposes hereof, the Agreement for Purchase and Sale of Improved Real Property to which this Exhibit B is attached shall be referred to as the "Purchase Agreement." This Exhibit B shall be referred to as Exhibit B or this Exhibit. The Purchase Agreement and all exhibits thereto including this Exhibit B shall be referred to as the "Agreement." *Each of Seller and Buyer represent to the other that the Purchase Agreement is the copyrighted NC Bar form and has not been modified except for the completion of blanks and any strikethrough of provisions with readily apparent "x's" or lines.*
2. For purposes of this Agreement, the terms "actual knowledge" of Seller or words of like effect means the current, actual knowledge of Dax C. Allred without independent inquiry and without any implied duty to inquire. The named individual is acting for and on behalf of Seller and in a capacity as an officer or employee of Seller. Buyer waives any right to sue or to seek any personal judgment or claim against the named individual.
3. Notwithstanding any representation or warranty of Seller set forth herein, Buyer acknowledges (i) that Buyer has entered into this Agreement with the intention of making and relying on its own investigation or that of Buyer's own consultants and representatives with respect to the physical, environmental, economic and legal condition of the Property and the personal property to be conveyed as provided herein, and (ii) that Buyer is not relying upon any statements, representations or warranties of any kind, other than those specifically set forth in this Agreement or in any document to be executed and delivered by Seller to Buyer at the Closing, made (or purported to be made) by Seller or anyone acting or claiming to act on Seller's behalf. Buyer will inspect the Property and the personal property to be conveyed as provided herein and will be fully familiar with its physical condition and, subject to the terms and conditions of this Agreement, will purchase the Property and the personal property to be conveyed as provided herein in an "as is" condition, "with all faults," at Closing.
4. Except as provided in Section 15 of the Purchase Agreement, Seller makes no representations and warranties regarding the Property or the personal property to be conveyed as provided herein. Buyer acknowledges and agrees that Seller has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future concerning: (i) the value, nature, quality or condition of the Property or the personal property to be conveyed as provided herein; (ii) the suitability of the Property or the personal property to be conveyed as provided herein for any and all activities and uses which Buyer may conduct thereon; or (iii) any other matter with respect to the Property or the personal property to be conveyed as provided herein not expressly addressed herein. The terms and conditions of this provision shall expressly survive Closing.
5. The calculation of the number of days that has passed during any time period prescribed in the Purchase Agreement shall be based on calendar days, unless otherwise expressly set forth herein,

and shall commence on the day immediately following the action or event giving rise to the commencement of the period and shall expire on the last day of the time period. Furthermore, any period (during which any act is required to be performed under the Purchase Agreement including, without limitation, the providing of notice) which ends on any date which is a Saturday, Sunday or federal holiday shall be automatically extended to the next Business Day. A “Business Day” shall be any day which is not a Saturday, Sunday or federal holiday.

- 6. Conveyance of Personal Property.** At the Closing, Seller shall convey the following items of personal property to Buyer by means of a Bill of Sale, in form and substance reasonably acceptable to the parties, at no additional cost to Buyer: (i) all tables and work stations located in the dining room at the Property, including all electrical, plumbing, and other related fixtures; and (ii) the plenary stand mixer in the kitchen.
- 7. Removal of Seller Property.** Prior to the Closing, Seller shall cause the removal of all other items from the Property, including: (i) all booths and banquettes; (ii) conveyor dish machine; (iii) ice machines; (iv) all employee lockers; (v) the following appliances: grill, griddle, and reach-in refrigerator; (vi) Bain Marie table located under small hood; and (vii) steam jacketed kettle.
- 8. Service Items.** Prior to the Closing, Seller shall use commercially reasonable efforts to cause the following systems to be serviced and inspected: (i) condensers and other mechanical systems for all walk-in refrigerators and freezers; (ii) all vent hoods, rooftop units, and related ductwork; (iii) all fire suppression systems; and (iv) the underground grease trap (collectively the “Major Systems”). Seller shall provide Buyer with all inspection and service reports for the Major Systems.

[Signatures begin on next page]

IN WITNESS WHEREOF, this Exhibit B is executed by the duly authorized representatives of the Buyer as of the date first set forth below.

BUYER:

CITY OF HIGH POINT, a North Carolina municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

IN WITNESS WHEREOF, this Exhibit B is executed by the duly authorized representatives of the Seller as of the date first set forth below.

SELLER:

ALLRED INVESTMENT COMPANY, LLC, a North Carolina limited liability company

By: _____
Name: _____
Title: _____
Date: _____

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of Approval of Minutes

FROM:
City Clerk's Office

MEETING DATE:
May 19, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:

1. Finance Committee Minutes - April 17, 2025
 2. Special Meeting Minutes - April 21, 2025
 3. Regular Meeting Minutes - April 21, 2025
 4. Manager's Briefing Minutes - May 5, 2025
 5. Regular Meeting Minutes - May 5, 2025
 6. Prosperity, Livability & Safety Committee Minutes - May 8, 2025
-

PURPOSE: Minutes to be approved.

BACKGROUND: N/A

BUDGET IMPACT: N/A

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

Finance Committee Minutes - April 17, 2025 @ 4:00 p.m.
Special Meeting of the High Point City Council Minutes - April 21, 2025 @ 4:30 p.m.
Regular Meeting of the High Point City Council Minutes - April 21, 2025 @ 5:30 p.m.
Manager's Briefing Minutes - May 5, 2025 @ 4:30 p.m.
Regular Meeting of the High Point City Council Minutes - May 5, 2025 @ 5:30 p.m.
Prosperity, Livability & Safety Committee Minutes - May 8, 2025 @ 9:00 a.m.

HIGH POINT FINANCE COMMITTEE MEETING
CHAIRLED BY MAYOR PRO TEM MOORE
COMMITTEE MEMBERS: MOORE, PETERS, HOLMES, AND ANDREW
Thursday, April 17, 2025 - 4:00 PM
Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

Finance Committee - Mayor Pro Tempore Britt W. Moore, Chair

CALL TO ORDER

Chair Moore called the April 17, 2025, Finance Committee Meeting to order at 4:00 p.m. and stated all members were present with the exception of Council Member Peters.

Present: Chair Britt Moore, Council Member Michael Holmes, and Council Member Tim Andrew

Absent: Council Member Monica Peters

PRESENTATION OF ITEMS

2025-135 **Consideration of a Contract with Sharpe Brothers, a Division of Vecellio & Grogan, Inc.**

City Council is requested to consider a contract with Sharpe Brothers, a Division of Vecellio & Grogan, Inc., in the amount of \$3,516,489.87 for annual street resurfacing, and authorize the appropriate City Official(s) to execute all necessary documents.

Melinda King, Assistant Director of Public Services, provided the staff report and stated the purpose of this item is to award the City of High Point's 2025 Street Resurfacing contract (Bid Number 15-031225) to Sharpe Brothers, a Division of Vecellio & Grogan, Inc. The contract covers the resurfacing of approximately 18.3 lane miles of roadway, identified through a pavement condition survey conducted every three years to assess road conditions. This annual resurfacing program ensures safe and reliable roads for commuters throughout the city. Three contractors submitted bids during the March 12, 2025, opening, with Sharpe Brothers being the lowest bidder in the amount of \$3,516,489.87.

In response to Chair Moore, Ms. King stated sidewalks were not included in this contract.

Chair Moore made a motion, seconded by Council Member Andrew, to approve agenda item 2025-135.

The motion carried with the following vote:

Aye: Chair Britt Moore, Council Member Michael Holmes, and Council Member Tim Andrew

Absent: Council Member Monica Peters

2025-143 **Consideration of Change Order #1 to Precision Management Infrastructure**

City Council is requested to consider Change Order #1 with Precision Management Infrastructure in the amount of \$150,000 and authorize the appropriate City Official(s) to execute all necessary documents.

Melinda King, Assistant Public Services Director, provided the staff report for this item and stated the City of High Point annually budgets for the removal, replacement, or repair of city-maintained sidewalks. This is a change order in the amount of \$150,000.00 with Precision Infrastructure Management to continue addressing sidewalk and curb trip hazards using their patented, non-intrusive grinding method. Since 2021, trip hazards have been identified in the Central Business District, Burns Hill, and Emerywood. With all hazards in the Central Business District addressed in 2024, this additional funding will allow the most severe hazards in Burns Hill and Emerywood to be repaired. This method is less disruptive and more cost-effective than traditional removal and replacement but does not apply to panels requiring full replacement. She noted the final contract total would be \$218,808.00.

Chair Moore made a motion, seconded by Council Member Holmes, to approve agenda item 2025-143.

The motion carried with the following vote:

Aye: Chair Britt Moore, Council Member Michael Holmes, and Council Member Tim Andrew

Absent: Council Member Monica Peters

2025-144 **Consideration of an Additional Subscription for the Workday Enterprise Resource Planning (ERP) Project**

City Council is requested to consider the subscription of an additional module in the amount of \$289,003 for the Workday ERP project and authorize the appropriate City Official(s) to execute all necessary documents.

Bobby Fitzjohn, Financial Services Director, provided the staff report for this item and stated the City Council is being asked to approve the subscription of Workday's Strategic Sourcing Intake module as part of the ongoing Enterprise Resource Planning (ERP) project. Although this module was not included in the original subscription agreement approved in June 2024, it serves as a centralized portal that streamlines and simplifies procurement intake processes across the organization, enhancing overall efficiency. The subscription aligns with the existing Workday Main Services Agreement, which runs through June 29, 2034, at a total cost of \$289,003, or \$31,518 annually.

In response to Council Member Holmes, Mr. Fitzjohn stated there have not been any issues and everyone seems excited about the more efficient software.

Chair Moore made a motion, seconded by Council Member Andrew, to approve agenda item 2025-144.

The motion carried with the following vote:

Aye: Chair Britt Moore, Council Member Michael Holmes, and Council Member Tim Andrew

Absent: Council Member Monica Peters

ADJOURNMENT

Chair Moore wished everyone a Happy Easter and asked everyone to remember the families at Florida State University.

There being no more business to come before the Finance Committee, the meeting adjourned at 4:07 p.m.

Respectfully Submitted,

Britt Moore, Chairman

Attest:

Sandra Keeney, City Clerk

SPECIAL MEETING OF THE HIGH POINT CITY COUNCIL
Monday, April 21, 2025 - 4:30 PM
Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

CALL TO ORDER

Mayor Jefferson called the Special Meeting of the High Point City Council to order at 4:30 PM and stated the following members were present:

Present: Mayor Jefferson, At Large Council Member Amanda Cook, At Large, Council Member Vickie McKiver, Ward 1, Council Member Tyrone Johnson, Ward 2 (arrived during the Closed Session), Council Member Monica Peters, Ward 3, Council Member Patrick Harman, Ward 4, Council Member Tim Andrew, Ward 5, Council Member Michael Holmes, Ward 6 (arrived at 4:34 p.m.)

Absent: Mayor Pro Tempore Britt Moore, At Large

ADOPTION OF AGENDA

Council Member Andrew made a motion, seconded by Council Member Cook, to adopt the agenda as presented.

The motion carried with the following vote:

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

Absent: Mayor Pro Tempore Moore, Council Member Johnson, Council Member Holmes

PRESENTATION OF ITEMS

2025-150 **Fair Housing Update**

Staff will provide an update on the City of High Point Fair Housing program.

Jeron Hollis, Managing Director, provided an update on the City of High Point Fair Housing program and recognized Rase McCray, Human Relations Manager. Mr. Hollis shared some of the year-to-date fair housing activities and said that there had been 91 landlord and tenant issues addressed in Fiscal Year 2024-2025 thus far. He indicated there were seven fair housing complaints sent to the North Carolina Human Relations Commission (NCHRC) and said the City was on pace to have a busier year. He went over the timeline of the Fair Housing program and said that the U.S. Department of Housing and Urban Development (HUD) offered the City a three-year interim Federal

Housing Assistance Program (FHAP) certification beginning in January of 2025. He explained that HUD provided startup funds to new FHAPs and said the Finance Department was in direct contact with them regarding the funds. He spoke about the new Fair Housing Investigator who joined the Human Relations division on April 21st and indicated the final certification steps would allow the City to begin the onboarding process. He explained that staffing issues with HUD had created delays but said that they were still on pace and hoped to continue with standard partnerships and other initiatives.

Mr. Hollis spoke about the next steps in the process, including working with HUD to identify training resources. He said that once the staff are trained, he anticipated fair housing complaints under the local ordinance by Fall of 2025. He shared that community fair housing training would also take place by Fall of 2025.

In response to Council Member Andrew, Mr. McCray said that training is conducted with realtors, landlords, and residents. He spoke about an upcoming training session at the Latino Family Center in High Point and said they would have other training events as well as a housing summit later this year. Mr. McCray said he would update Council Member Andrew on future training events.

In response to Council Member Andrew, Mr. Hollis said that the Fair Housing Investigator position was added as a new position to the Human Relations Department.

In response to Council Member Holmes, Mr. McCray said complaints are tracked by where they are sent for assistance and types of complaints, including minimum housing complaints, disputes about rent, utility issues, as well as possible evictions. He indicated he would provide a breakdown for Council Members Holmes and Peters on the different categories of complaints.

Mayor Jefferson thanked Mr. Hollis and Mr. McCray for the presentation and said Council would like an update once the investigator is fully onboarded and the program is up and running.

In response to Mayor Jefferson, Mr. Hollis said that with the interim certification and investigator training, they would continue with what they are doing now but with the capacity to do more.

In response to Council Member Cook, Mr. Hollis said he did not have any updates regarding funding changes instigated by the current administration but said he would let Council know of any changes or updates. He said he appreciated the support from the City Council and management team.

2025-149 **Closed Session- Personnel**

City Council is requested to go into Closed Session pursuant to N.C. General Statute 143-318.11(a)(6) for personnel.

Council Member Holmes made a motion, seconded by Council Member Andrew, to go into Closed Session pursuant to N.C.G.S. §143-318.11(a)(6) for Personnel.

The motion carried with the following vote:

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

Absent: Mayor Pro Tempore Moore, Council Member Johnson

Closed Session began at 4:44 p.m.

Council Member Peters made a motion, seconded by Council Member Johnson, to end the Closed Session and Resume Regular Session.

The motion carried with the following vote:

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

Absent: Mayor Pro Tempore Moore

Regular Session resumed at 5:18 p.m.

ADJOURNMENT

There being no further business to come before the Special Meeting, the meeting adjourned at 5:18 p.m.

Respectfully Submitted,

Cyril Jefferson, Mayor

Attest:

Alison Glynn, Deputy City Clerk

HIGH POINT CITY COUNCIL MEETING
Monday, April 21, 2025 - 5:30 PM
Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

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 the following members were present and noted that Mayor Pro Tempore Britt Moore is absent. He called for a moment of silence and the Pledge of Allegiance followed.

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

Absent: Mayor Pro Tempore Britt Moore, At Large

ADOPTION OF AGENDA

RECOGNITIONS AND PRESENTATIONS

2025-138 **Proclamation - Fair Housing Month**

Mayor Jefferson will read a Proclamation declaring April 2025 as Fair Housing Month.

Mayor Jefferson presented the Proclamation to Rase McCray, Human Relations Manager, and Corinth Meredith-Camp, Human Relations Analyst. Mayor Jefferson noted that it is Mrs. Merdith-Camp's first day with the City of High Point.

2025-148 **Proclamation - National Community Development Week**

Mayor Jefferson will read a Proclamation declaring April 21-25, 2025, as National Community Development Week.

Mayor Jefferson presented the proclamation to Nena Wilson, Community Development and Housing Department and Orel Henry, Citizens Advisory Council, Chair.

Orel Henry, Chair of the Citizens Advisory Council (CAC), provided remarks regarding the logistics of the proclamation and the importance of CDBG and HOME program funding. He emphasized that these federal programs support community design and strategies aimed at addressing priority needs, particularly for low- and moderate-income residents.

He noted that since the inception of the Community Development Block Grant (CDBG) program in 1975, more than \$55.5 million has been allocated to assist with infrastructure improvements and housing recovery efforts. He also highlighted that the

HOME Investment Partnerships Program, established in 1990, is the largest federal block grant dedicated to the creation of affordable housing. The City of High Point began participating in the HOME program in 2005 and has since received over \$9 million to support both single-family and multi-family housing initiatives.

Mr. Henry stressed the continued need for these funds, acknowledging that program allocations have decreased in recent years. He concluded by thanking the City Council for their ongoing support and dedication to the community.

2025-139 **Proclamation - Parkinson's Awareness Month**

Mayor Jefferson will read a Proclamation declaring April 2025 as Parkinson's Awareness Month.

Mayor Jefferson read the proclamation.

2025-140 **Proclamation - Autism Awareness and Acceptance Month**

Mayor Jefferson will read a Proclamation declaring April 2025 as Autism Awareness and Acceptance Month.

Mayor Jefferson, presented the Proclamation to Stephanie Antkowiak and Arnandra Maiden with The Arc of High Point as well as Melody Burnett, President of Visit High Point.

CONSENT AGENDA ITEMS

A motion was made by Council Member Holmes, seconded by Council Member Andrew, to approve the Consent Agenda as presented.

The motion passed with the following vote:

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

Nay: None

Absent: Mayor Pro Tem Moore

C-1) 2025-131 **Consideration of the 2026 Urgent Repair Program (URP26) Assistance Policy and Procurement and Disbursement Policies**

City Council is requested to consider the URP26 Assistance Policy and the URP26 Procurement and Disbursement Policies, and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Community Development Committee)

Approved by the consent vote.

C-2) 2025-135 Consideration of a Contract with Sharpe Brothers, a Division of Vecellio & Grogan, Inc.

City Council is requested to consider a contract with Sharpe Brothers, a Division of Vecellio & Grogan, Inc., in the amount of \$3,516,489.87 for annual street resurfacing, and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)

Approved by the consent vote.

C-3) 2025-143 Consideration of Change Order #1 to Precision Management Infrastructure

City Council is requested to consider Change Order #1 with Precision Management Infrastructure in the amount of \$150,000 and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)

Approved by the consent vote.

C-4) 2025-144 Consideration of an Additional Subscription for the Workday Enterprise Resource Planning (ERP) Project

City Council is requested to consider the subscription of an additional module in the amount of \$289,003 for the Workday ERP project and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)

Approved by the consent vote.

C-5) 2025-146 Consideration of Approval of Minutes

City Council is requested to approve the following minutes:

Finance Committee Minutes - April 3, 2025 @ 4:00 p.m.

Special Meeting of the High Point City Council Minutes - April 7, 2025 @ 4:30 p.m.

Regular Meeting of the High Point City Council Minutes - April 7, 2025 @ 5:30 p.m.

Community Development Committee Minutes - April 8, 2025 @ 4:00 p.m.

Prosperity, Livability & Safety Committee Minutes - April 10, 2025 @ 9:00 a.m.

Approved by the consent vote.

GENERAL BUSINESS AGENDA

G-1) 2025-141 Consideration of a Resolution of Intent, Annexation 25-01

City Council is requested to consider a Resolution of Intent to establish a public hearing date of May 19, 2025, to consider a

voluntary contiguous annexation petition for an approximate 8.6± acre portion of a larger parcel. The parcel is located north of the intersection of E. Springfield Road and Ingram Road (*1311 E. Springfield Road*), and the request pertains to a portion of a 20.49-acre parcel also known as Guilford County Tax parcel 196203.

A motion was made by Council Member Andrew, seconded by Council Member Cook, to approve agenda item 2025-141.

Motion Passed with the following vote:

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

Nay: None

Absent: Mayor Pro Tem Moore

G-2) 2025-133 Public Hearing Regarding an Ordinance to Demolish a Dwelling at 3213 E. Martin Luther King, Jr. Drive

City Council is requested to conduct a public hearing, adopt an Ordinance to Demolish a dwelling located at 3213 E. Martin Luther King, Jr. Drive, and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Community Development Committee)

Mayor Jefferson opened the public hearing.

Kaylie Parrish, Interim Code Enforcement Manager, provided the staff report.

In response to Council Member Holmes, Ms. Parrish explained that despite the extensive fire damage to the home, there are developers who may still attempt to rehabilitate and restore the structure.

Mayor Jefferson asked if anyone wished to speak regarding this item. Seeing none, he closed the public hearing.

A motion was made by Council Member Cook, seconded by Council Member Andrew, to approve agenda item 2025-133.

The motion passed with the following vote:

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

Nay: None

Absent: Mayor Pro Tem Moore

G-3) 2025-142 Public Hearing Regarding Project Insulation

City Council is requested to consider a request from Project Insulation to authorize performance-based incentives for a manufacturing project at 772 Gallimore Dairy Road in the amount of \$71,127 over a five-year period, conduct a public hearing, and authorize the appropriate City Official(s) to execute all necessary documents.

Mayor Jefferson opened the public hearing.

Peter Bishop, Economic Development Director, stated Opsun Systems Inc., a Canadian company specializing in solar racking structures, plans a \$17 million investment in equipment and machinery at 772 Gallimore Dairy Road in High Point. The project is expected to create 32 new jobs over five years, with an average annual wage of \$60,241.

Staff have proposed a local incentive of \$71,127, which matches an incentive already approved by Guilford County. Additionally, NC Commerce has approved a \$40,000 OneNC Grant, bringing the total state and local incentives to \$182,254 over five years.

The site is served by the City of High Point for water and sewer, and by Duke Power for electricity. Opsun Systems is seeking an immediate decision on the incentive to proceed with leasing and renovating the building.

François Gilles-Gagnon, President of Opsun Systems Inc., presented the company's planned expansion into High Point by highlighting its evolution since inception. He detailed key milestones, including the first wind tunnel test in 2004, the introduction of ground-mounted and flat-roof systems, and the eventual establishment of Opsun USA Corp. He also emphasized Opsun's leadership in the solar industry through its innovative bifacial photovoltaic racking systems.

Mr. Gilles-Gagnon outlined the company's competitive advantages, such as a significantly higher success rate in roof adaptability compared to industry peers, fully customizable racking configurations, premium-grade aluminum construction, streamlined installation processes, and the industry's only racking system designed specifically for bifacial panels, offering up to 20% more energy output.

Currently, Opsun's market reach includes 85% in the United States, 13% in Canada, and 2% across the Caribbean and Europe. The decision to locate in High Point was driven by the city's skilled workforce, strong support for renewable energy, pro-business environment, and central logistical positioning. In return, Opsun aims to contribute to the local economy through advanced solar expertise, engineering and

design capabilities, the creation of quality jobs, and the procurement of materials from local suppliers.

Council Member Harman noted the idea is clever.

Mayor Jefferson highlighted the growing presence of bifacial technology in the market and emphasized its advantage in significantly reducing the time contractors spend on rooftops.

Council Member Holmes commented that this represents a significant development, noting the encouraging synergy across the state in advancing clean energy initiatives. He emphasized that North Carolina is making meaningful progress in this sector and extended a warm welcome to Ward 6.

Mayor Jefferson asked if anyone would like to speak regarding this item. Seeing none, he closed the public hearing.

Council Member Holmes made a motion, seconded by Council Member Johnson, to approve agenda item 2025-142.

Council Member Cook expressed her enthusiasm for the project and shared her hope to see similar green energy projects in the future.

The motion passed with the following vote:

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

Nay: None

Absent: Mayor Pro Tem Moore

G-4) 2025-137 Consideration of an Appointment to the Citizens Advisory Council

City Council is requested to confirm the appointment of Phillip Middlebrooks to the Citizens Advisory Council; term effective June 1, 2025, and expiring on May 31, 2027.

A motion was made by Mayor Jefferson, seconded by Council Member Andrew, to approve agenda item 2025-137.

The motion passed with the following vote:

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

Nay: None

Absent: Mayor Pro Tem Moore

G-5) 2025-145 Closed Session - Attorney-Client Privilege

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

Council Member Cook shared that she recently visited a second-grade class at Union Hill Elementary School, where she provided students with her contact information and a stamped envelope to encourage correspondence. She expressed enthusiasm about receiving letters from the students and also acknowledged the presence of representatives from the High Point Police Department.

Mayor Jefferson expressed enthusiasm regarding the beginning of High Point Market.

A motion was made by Council Member Holmes, seconded by Council Member Peters to go into Closed Session.

The motion passed with the following vote:

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

Nay: None

Absent: Mayor Pro Tem Moore

Closed session began at 6:18 p.m.

Council Member Holmes made a motion, seconded by Council Member Andrew, to end Closed Session and resume Open Session.

The motion passed with the following vote:

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

Nay: None

Absent: Mayor Pro Tem Moore

Closed Session ended at 7:31 p.m.

ADJOURNMENT

There being no further business to come before the City Council, the meeting adjourned at 7:31 p.m.

Respectfully Submitted,

Cyril Jefferson, Mayor

Attest:

Sandra Keeney, City Clerk

HIGH POINT CITY COUNCIL MANAGER'S BRIEFING

Monday, May 5, 2025 - 4:00 PM

Municipal Office Building

211 S. Hamilton Street

High Point, NC 27260

CALL TO ORDER

Mayor Jefferson called the Manager's Briefing to order at 4:01 p.m. and stated the following members were present:

Present: Mayor Cyril Jefferson, Mayor Pro Tempore Britt Moore, At-Large, Council Member Amanda Cook, At-Large, Council Member Vickie McKiver, Ward 1, Council Member Tyrone Johnson (arrived at 4:42 p.m.) Council Member Monica Peters, Ward 3, Council Member Patrick Harman, Ward 4, Council Member Tim Andrew, Ward 5, and Council Member Michael Holmes, Ward 6.

ADOPTION OF AGENDA

Council Member Holmes made a motion, seconded by Council Member Andrew, to adopt the agenda as presented. Motion carried with the following vote:

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

Absent: Council Member Johnson

PRESENTATION OF ITEMS

2025-162 **Fiscal Year 2025-2026 Proposed Budget Presentation**
Staff will present the proposed FY 2025-26 Budget.

Tasha Logan Ford, City Manager, indicated that the strategic goals identified by Council at the November retreat had been incorporated into the FY 2025-26 budget. She pointed out that there were no increases in fees, except for increases in water and sewer utility fees. She referenced the current economic climate and the new positions included in the budget to ensure efficiency. She spoke on the new positions created for police department civilian traffic personnel and indicated that Budget and Performance Director, Stephen Hawryluk, would go into more detail. She said that staff would address any questions from Council in the first budget work session.

Mr. Hawryluk spoke on the proposed budget and said it had been balanced in accordance with North Carolina Statutes and that copies had been filed with the City Clerk and were available at the library and on the City website. He informed Council that there were hard copies, as well as digital copies available. He said there would be an item at the Council meeting later that evening to set the calendar and public hearing

for the budget discussions.

He provided an overview of the presentation and spoke on the goals and the strategic plan challenges. He pointed out that consumer confidence was down and the possible effect on revenue.

He went over a pie chart graphic of the total budget and noted that the general fund was the biggest piece. He spoke on the total budget and indicated he would go into more detail in subsequent budget sessions. He explained the revenue and expenditures of the total budget and explained that the operating expenses section included wholesale power costs, causing those numbers to be higher. He explained the 19 percent increase in the interfund transfer category involved water sewer capital changes.

Mr. Hawryluk provided an overview of the budget highlights and explained the property tax rate was split between the general fund and the debt service fund. He pointed out that there was no increase to stormwater fees or electric rates, but that there was a proposed 8 percent increase in water/sewer rates.

He went over the various increases to solid waste fees and spoke on the closure of the Northpoint Customer Service payment location and the elimination of business license fees. He explained that staff would educate citizens on other ways to pay and that the business license fee was administratively burdensome and hard to enforce.

In response to Mayor Jefferson, City Manager Ford said they would be repurposing the Northpoint location for other uses. She explained that with the upcoming update of certain systems, keeping the business license fee would increase the costs associated with the new programs. In response to Council Member Cook, Ms. Ford said that the Northpoint employees would not be laid off.

Mr. Hawryluk continued with the budget highlights and noted there would be more details provided in the first budget work session. He went over the sales tax and explained that High Point was unique because the city limits were in four different counties. He explained the differences in each county and projected that the ad valorem rate for Guilford County would increase by over 9 percent and High Point would see an additional \$716,000 in sales tax revenue.

In response to Council Member Cook, City Manager Ford spoke about the possible long-term effects of HB 305.

Mr. Hawryluk continued on with the overview of the budget highlights and noted the Mayor and City Council expense allowance had increased by 3 percent based on Consumer Price Index (CPI) changes. He said 6 million was allotted for vehicle and rolling stock replacements, and that included fire apparatus. He spoke about the annual non-profit funding and noted several entities that were not included.

City Manager Ford explained funding for the entities that were excluded from the non-profit funding allocation and mentioned the unallocated ARPA-enabled dollars that could be available. In response to Council Member Holmes, City Manager Ford said that the Southwest Renewal Foundation was the only one of the entities that had applied for non-profit funding in the past. In response to Council Member Cook, she said that the University of North Carolina at Greensboro (UNCG) housing group that helps with evictions did not say they would cease the current support offered to the community.

Mr. Hawryluk continued the budget highlights, speaking on the self-funded health insurance program and the increase in retiree contributions. He spoke on the integration of the strategic plan goals set by Council in November 2024 and said the budget will align as the plan evolves. He spoke about the different components of the strategic plan and budget items that align with the plan.

He spoke on the different components of the General Fund balance and pointed out the 4.4 percent increase from the previous year. He pointed out that personnel was the largest expense on the General Fund and spoke on city contributions for employees.

He gave an overview of the enterprise funds and explained the reasoning for the water and sewer increases. He talked about the Capital Improvement Program (CIP) and gave an overview of some of the proposed capital projects. He pointed out that the full list of proposed projects could be found in the appendix of the presentation and would be discussed at upcoming budget sessions.

He gave an overview of the upcoming calendar and indicated the tentative budget adoption would happen during the first meeting in June. He encouraged everyone to submit questions and that staff would generate responses at the next budget session.

2025-164 **Water Distribution and Water Quality Presentation**

Staff will provide information regarding the City's water supply and distribution process.

Damon Dequenne, Assistant City Manager, presented the item. He mentioned the comments from the public about water quality at a recent Council meeting. He said staff were working on a campaign to educate the public about water quality and the water system process.

He went through the water process used by the City of High Point and shared a water distribution map. He spoke on the main water sources, including Arnold Koonce City Lake and Oak Hollow Lake.

He addressed the assertion that the water quality was terrible in certain locations and pointed out that all the City water came from the same sources and the issue could be a problem specific to the dwelling and not a citywide problem.

He gave an overview of the regulatory permitting process and laboratory services for water quality testing. He spoke on the lab and the chemists and encouraged Council Members to come out and take a tour of the lab.

He indicated that the annual water quality report would be mailed to every customer in the city and highlighted the findings showing that High Point city water continued to be safe. He thanked staff for all of their hard work in ensuring the safety of the water and providing excellent customer service.

In response to Council Member Cook regarding the community comments about water quality, Mr. Dequenne explained that Public Services Director, Robby Stone, followed up with the Southside community members the following day. He said the calls had not been returned even after multiple follow-up calls. Council Member Peters mentioned she had also reached out with limited response. In response to Council Member Cook, Mr. Dequenne said staff could educate residents about the harm of installing outside filters. Mayor Jefferson thanked Council Members and staff for reaching out to the community members.

ADJOURNMENT

There being no further business to come before the City Council, the meeting adjourned at 5:09 p.m.

Respectfully Submitted,

Cyril Jefferson, Mayor

Attest:

Alison Glynn, Deputy City Clerk

HIGH POINT CITY COUNCIL MEETING
Monday, May 5, 2025 - 5:30 PM
Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

ROLL CALL, MOMENT OF SILENCE, AND PLEDGE OF ALLEGIANCE

Mayor Jefferson called the Meeting of the High Point City Council to order at 5:30 PM and stated the following members were present. He called for a moment of silence and the Pledge of Allegiance followed.

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

ADOPTION OF AGENDA

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

The motion passed with the following vote:

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

Nay: None

RECOGNITIONS AND PRESENTATIONS

2025-155 **Proclamation - High Point University AmeriCorps VISTA Program**

Mayor Jefferson will read a Proclamation in support of the participants in the AmeriCorps VISTA Program at High Point University.

Mayor Jefferson presented the proclamation to the participants in the AmeriCorps VISTA Program at High Point University.

2025-158 **Proclamation - Children's Mental Health Awareness Month**

Mayor Jefferson will read a Proclamation declaring the month of May 2025 as Children's Mental Health Awareness Month.

Mayor Jefferson presented the Proclamation to Kelly Graves, President and Co-founder of the Kellin Foundation and Erin Hanes, Alex Espita and Lylan Wingfield.

2025-157 **Proclamation - National Travel and Tourism Week**

Mayor Jefferson will read a Proclamation declaring May 4-10, 2025 as National Travel and Tourism Week.

Mayor Jefferson presented a proclamation to representatives from Visit High Point.

2025-159 **Proclamation - Letter Carriers' Food Drive Day**

Mayor Jefferson will read a Proclamation declaring Saturday, May 10, 2025, as Letter Carriers' Food Drive Day.

Mayor Jefferson presented the proclamation to representatives from the U.S. Postal Service.

2025-156 **Proclamation - Public Service Recognition Week**

Mayor Jefferson will read a Proclamation declaring May 4-10, 2025 as Public Service Recognition Week.

Mayor Jefferson the Proclamation to Tasha Logan Ford, City Manager and City of High Point Staff.

2025-154 **Proclamation - Professional Municipal Clerks Week**

Mayor Jefferson will read a Proclamation declaring May 4-10, 2025 as Professional Municipal Clerks Week.

Mayor Jefferson presented the Proclamation to Sandra Keeney, City Clerk and Alison Glynn, Deputy City Clerk.

PUBLIC COMMENT PERIOD

2025-160 **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.

The following speakers were heard at Public Comment:

*Brang Aung - 1301 Silver Place
John Conrad - 4136 Coachman Court
Glen Chavis - 139 Orville Drive
Cynthia R. Hall - 512 Manyor Drive
Cicile Crawford - 502 High Street
Terrell Dungee - 10334 S. Person Street
Coralie Cowan - 905 Johnson Street*

GENERAL BUSINESS AGENDA

G-1) 2025-152 Consideration of a Resolution Authorizing the Issuance of Series 2025 Combined Enterprise System Revenue Bonds

City Council is requested to consider a Resolution Directing the Application to the Local Government Commission for Approval of Combined Enterprise System Revenue Bonds, Requesting Local Government Commission Approval and Certain Related Matters, and authorizing the appropriate City Official(s) to execute all necessary documents.

Bobby Fitzjohn, Financial Services Director, provided a staff report for this item and stated authorization is requested for the issuance and sale of up to \$41.2 million in Combined Enterprise System Revenue Bonds in 2025 to support water and sewer infrastructure projects approved by City Council. The funding will cover completed projects, those currently under contract, and others out for bid, including improvements to pump stations, centrifuge and filter replacements, and upgrades to the UV disinfection system. Debt services will be funded through Water and Sewer system revenues. He noted the final Resolution will be presented to the City Council at the May 19, 2025, City Council meeting.

A motion was made by Mayor Jefferson, seconded by Council Member Holmes, to adopt the Resolution of the City Council of the City of High Point, North Carolina, directing the application to the Local Government Commission for approval of combined enterprise revenue bonds, requesting Local Government Commission

approval and certain related matters.

The motion passed with the following vote:

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

Nay: None

G-2) 2025-153 Consideration of a Resolution Authorizing Installment Financing Contract for Fleet Equipment Replacement

City Council is requested to consider a Resolution Authorizing the Execution and Delivery of an Installment Financing Agreement, a Security Agreement, and Related Documents in Connection with the Financing of Various Vehicles, and authorize the appropriate City Official(s) to execute all necessary documents.

Bobby Fitzjohn, Financial Services Director, provided the staff report and stated City Council is requested to approve a resolution authorizing an installment financing agreement to fund the replacement of public service fleet vehicles identified in the FY 2024–2025 Budget. The financing, not to exceed \$1,550,000, will be repaid over five years, with a total repayment amount of \$1,693,858.80. Following a competitive bidding process, Banc of America Public Capital Corp (BAPCC) was selected as the lowest responsive bidder, offering an interest rate of 3.4423%. Debt service will be paid from the Internal Service Fund – Fleet Services Division. Approval of the resolution includes execution of the financing agreement, security agreement, and related documents.

A motion was made by Mayor Jefferson, seconded by Council Member Andrew, to adopt the Resolution Authorizing the Execution and Delivery of An Installment Financing Agreement, A Security Agreement and Related Documents in Connection with the Financing of Various Vehicles for the City of High Point, North Carolina.

The motion passed with the following vote:

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

Nay: None

G-3) 2025-161 Consideration of the Proposed FY 2025-26 Budget Review Calendar and Establishment of a Public Hearing Date

City Council is requested to establish the Budget Public Hearing for Monday, May 19, 2025, at 5:30 p.m. and establish the following dates for City Council budget work sessions:

Monday, May 12, 2025, at 4:00 p.m.

Wednesday, May 21, 2025, at 4:00 p.m.

Wednesday, May 28, 2025, at 4:00 p.m. (if necessary)

A motion was made by Mayor Pro Tem Moore, seconded by Council Member Johnson, to approve agenda item 2025-161.

The motion passed with the following vote:

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

Nay: None

G-4) 2025-163 Consideration of Reappointments to the Citizens Advisory Council

City Council is requested to confirm the following reappointments to the Citizens Advisory Council, with terms effective June 1, 2025, and expiring May 31, 2027: Mayor Pro Tem Moore recommends the reappointment of Marcus Bingham; Council Member Cook recommends the reappointment of Meyakka Sturdivant; and Council Member Peters recommends the reappointment of Amoy Lindo-Coleman.

Mayor Pro Tem Moore expressed appreciation to the reappointees for their continued service.

A motion was made by Council Member Cook, seconded by Council Member Andrew, to approve agenda item 2025-163.

Motion Passed with the following vote:

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

Nay: None

ADJOURNMENT

Mayor Jefferson offered congratulations to the High Point Rockers, noting it was encouraging to see a positive start to their season and acknowledged the High Point Market, noting the better-than-expected attendance.

Council Member Cook wished all the mothers a Happy Mother's Day as well as wished a Happy Cinco de Mayo to those who celebrate.

Council Member Holmes wished a very Happy Birthday to his wife.

There being no further business to come before the City Council, the meeting adjourned at 6:27 p.m.

Respectfully Submitted,

Cyril Jefferson, Mayor

Attest:

Sandra Keeney, City Clerk

DRAFT

HIGH POINT PROSPERITY, LIVABILITY, & SAFETY COMMITTEE MEETING
Thursday, May 8, 2025 - 9:00 AM
Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

Prosperity and Livability Committee - Council Member Monica Peters, Chair

CALL TO ORDER

Acting Chair Harman called the Meeting of the High Point Prosperity, Livability, & Safety Committee to order at 9:00 AM and stated the following members were present:

Present: Council Member Patrick Harman, Council Member Vickie McKiver, Council Member Tyrone Johnson

Absent: Chair Monica Peters

PRESENTATION OF ITEMS

2025-165 **High Point Fire Department 2024 Annual Report**
Staff will provide a presentation on the 2024 High Point Fire Department Annual Report.

Brian Evans, Fire Chief, presented the High Point Fire Department (HPFD) Annual Report for 2024. He provided an overview of the topics that would be covered in the presentation, including data analytics, services provided, community risk reduction, and the future of the fire services.

He spoke on the different Accreditations and recognitions held by HPFD and said the department operated locally but was recognized nationally. He talked about the Center for Public Safety Excellence (SPSE) accreditation and said that the department met high standards for performance, planning, and community risk reduction. He explained the Insurance Services Office (ISO) Class 1 rating and said that HPFD was highly rated. He pointed out that HPFD was one of only 120 departments in the U.S. to hold both credentials. He thanked staff for their hard work on obtaining these credentials.

He spoke on the HPFD model of continuous improvement and how they meet goals through strategic planning and SWOT analysis.

Chief Evans went over the operational footprint of the department and provided an overview of the facilities and coverage, including 19 facilities, 14 fire stations, and 3 battalion districts. He spoke on the apparatus in service, as well as the personnel and the 24-hour rotational schedule. He shared that there were 16,515 incidents and 35,020 responses in 2024 and pointed out that total responses were down from 2023. He indicated that the top incident types in 2024 were medical incidents and pointed out

that all firefighters were CPR-certified. He said there were 534 fires in 2024, with 128 structure fires, and 406 related to cooking, vehicles, and brush/trash. He shared that there were zero fire fatalities for the year. He went over the investigative process and spoke on the community risk outreach efforts to educate the community on fire prevention. He said there had been 108 public education events, with a total attendance of 70,750 in 2024.

He spoke on the smoke detector services provided by the department, and shared that 616 total alarms and batteries had been installed in 2024 by HPFD.

Chief Evans outlined the different services provided by the department, including emergency medical response, fire response, hazardous materials' response, technical rescue, bike teams, and dive teams. He pointed out that HPFD was an all hazards agency. He spoke about the ROV underwater robot owned by the department and said that it is also used to assist other municipalities in rescue efforts. He pointed out the robot was only one of three in the state of North Carolina.

He showed a short video outlining drone services and that HPFD hoped to invest in a drone program in the near future.

He shared a photo of patches designed by staff at different stations to show pride.

Acting Chair Harman thanked Chief Evans for the update.

Council Members Johnson and McKiver thanked him for the presentation and thanked the Chief and HPFD staff for risking their lives to keep the community safe.

In response to Acting Chair Harman, Chief Evans said that ISO certification did reduce insurance rates for residents and businesses. He said they did not have an issue with vacancies thanks to the early training of staff to replace retiring members of the department. He said the cost of the DSR drone in the video was around \$30,000.

In response to Council Members Johnson and McKiver, Chief Evans said anyone in the community could receive a smoke detector and that Fire Marshals install them to residents in need every Wednesday. He spoke on the application process to obtain a smoke detector and shared the details on the June 7th smoke detector canvassing event on Barbee Avenue and surrounding streets.

ADJOURNMENT

There being no further business to come before the Prosperity, Livability, & Safety Committee, the meeting adjourned at 9:24 p.m.

Respectfully Submitted,

Patrick Harman, Acting Chair

Attest:

Alison Glynn, Deputy City Clerk

DRAFT

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Public Hearing - Proposed FY 2025-26 City of High

FROM:
Stephen Hawryluk
Budget and Performance Director

MEETING DATE:
May 19, 2025

PUBLIC HEARING:
Yes

ADVERTISED DATE/BY:
May 6, 2025/High Point Enterprise

ATTACHMENTS:
1. Public Hearing Notice

PURPOSE: To receive public comments on the proposed City of High Point FY 2025-26 Annual Budget.

BACKGROUND: Each year, prior to the adoption of the Annual Budget for the City of High Point, the High Point City Council establishes a public hearing date and time to receive comments from the public. These comments are taken into consideration by the Council prior to approval of the budget.

The public hearing date is Monday, May 19, 2025.

BUDGET IMPACT: N/A

RECOMMENDED ACTION REQUESTED: City Council is requested to conduct a Public Hearing regarding the proposed City of High Point FY 2025-26 Annual Budget.

**PUBLIC NOTICE
CITY OF HIGH POINT
BUDGET HEARING**

The public will take notice that the Proposed Budget for the City of High Point for the Fiscal Year 2025-2026 has been filed with the City Council of the City of High Point. The Proposed Budget is available for public inspection in the office of the City Clerk, 211 S. Hamilton Street, High Point, North Carolina, and the High Point Public Library, 901 N. Main Street, High Point, North Carolina. A copy of the Proposed Budget is also available on the City's website: WWW.HIGHPOINTNC.GOV

One public hearing on the Proposed Budget will be held. The public hearing will be held on Monday, May 19, 2025, at 5:30 P.M. The hearing will be held in the City Council Chambers of the Municipal Building, 211 S. Hamilton Street, High Point, North Carolina.

Oral and written comments will be received from any interested citizen at the hearing. Citizens can speak for or against the proposed budget at the meeting.

May 6, 2025

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Public Hearing - Guilford County Board of Education - Annexation 25-01

FROM:

Michael D. Harvey
Interim Planning & Development Director

MEETING DATE:

May 19, 2025

PUBLIC HEARING:

Yes

ADVERTISED DATE/BY:

May 1, 2025

ATTACHMENTS:

1. Staff Report AN-25-01
 2. Ordinance AN-25-01
-

PURPOSE: A request by Guilford County Board of Education to consider a voluntary contiguous annexation for an approximate 8.5+ acre portion of a larger parcel. The parcel is located north of the intersection of E. Springfield Road and Ingram Road (1311 E. Springfield Road). The request pertains to a portion of a 20.49-acre parcel that is also known as Guilford County Tax Parcel 196203.

BACKGROUND: The staff report and recommendation are enclosed.

BUDGET IMPACT: All municipal services will be available upon the effective date of annexation.

RECOMMENDED ACTION REQUESTED: Staff recommends approval of Annexation 25-01.

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

**STAFF REPORT
ANNEXATION 25-01
May 19, 2025**

Request	
Applicant: Guilford County Board of Education	Owner: Guilford County Board of Education
Proposal: Voluntary contiguous annexation	Effective Date: Upon adoption
	Associated Zoning Case: Zoning Map Amendment 25-04

Site Information	
Location:	The site lies north of the intersection of E. Springfield Road and Ingram Road (<i>1311 E. Springfield Road</i>).
Tax Parcel Number:	Guilford County Tax Parcel 196203 (portion)
Site Acreage:	Approximately 8.53 acres
Current Land Use:	The site is currently developed with a 41,900± square foot Elementary School (<i>Allen Jay Elementary School</i>).
Current Zoning:	The site is within the City's ETJ Area, and subject to the City's zoning requirements. The current R-5 District is proposed to be changed, under Zoning Map Amendment 25-04, to the Conditional Zoning Industrial (CZ-I) District.
Current Fire District:	None.
Proposed Development:	The current educational facility is proposed to be demolished and a new 111,234 square foot school, with a student capacity of 700 students, is proposed to be developed on the site.
Proposed Build-out Schedule:	The proposed new school is anticipated to be completed by August 2026.
Proposed City of High Point Council Ward:	The annexation site is adjacent to parcels in Ward 2. If approved, the annexation area will be part of Ward 2.
Physical Characteristics:	The site has no noteworthy physical features.
Water and Sewer Proximity:	Both an 8-inch City water line and a 8-inch City sewer line lie adjacent to the site along E. Springfield Road.
General Drainage and Watershed:	The site drains in a general northerly direction, and development is subject to the Randleman Lake General Watershed Area (GWA) requirements. Stormwater control measures are required for non-residential development with an impervious surface area that exceeds 12% or more of the site.
Overlay District:	Randleman Lake General Watershed (Credit Area)

Adjacent Property Zoning and Current Land Use			
North:	CU-EC	Conditional Use Employment Center District	Undeveloped parcel
South:	R-5	Residential Single Family – 5 District	Single family detached dwellings
East:	R-5	Residential Single Family – 5 District	Single family detached dwelling
West:	CU RM-5	Conditional Use Residential Multifamily-5 District	Undeveloped parcel
Zoning History: There have been no recent zoning approvals in this area since the early 2000s.			

Transportation Information			
Adjacent Streets:	Name	Classification	Approx. Frontage
	E. Springfield Road	Collector Street	940 ft.
Vehicular Access:	Three vehicular access points are proposed from E. Springfield Road.		

City Department Comment Summary

Comments were not requested for this proposed annexation due to the fact the site abuts (surrounded on three sides) by the City’s corporate limits. Annexation petitions for uses within proximity to existing service areas do not warrant individual department comment.

Details of Proposal

The eastern half of this parcel lies within the High Point City limits while the western half lies outside the City limits. The goal of this annexation petition is to bring the entire parcel into the High Point corporate limits to facilitate redevelopment of the existing elementary school on this parcel.

The site is currently developed with an educational facility (Allen Jay Elementary school) which was constructed in unincorporated Guilford County in 1956. The majority of the current annexed lands within this southeastern portion of High Point was part of a 1960 annexation of approximately 12,400 acres, which included the Allen Jay School site. This elementary school building was half its current size in 1960 and was situated on a smaller 10 acre parcel. Over the years, additional land was purchased and the school expanded to its current configuration. This created an unusual situation where the eastern half of the schools land area and building are in the High Point City limits and the western half (land area and building) lies outside the City limits. This annexation will clean up this situation to have the facility all within the City of High Point’s corporate limits.

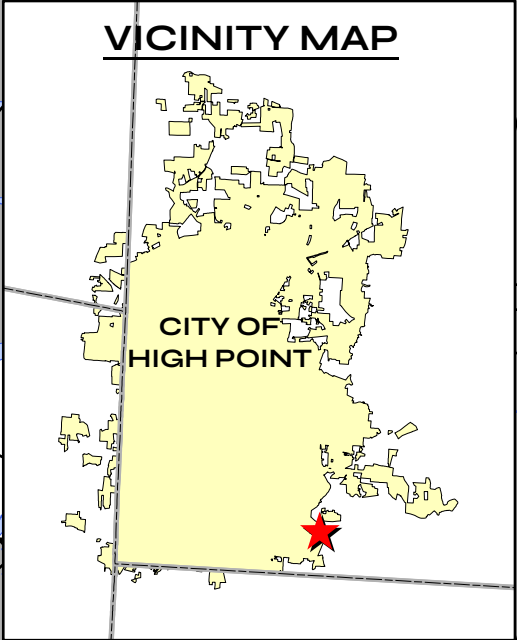
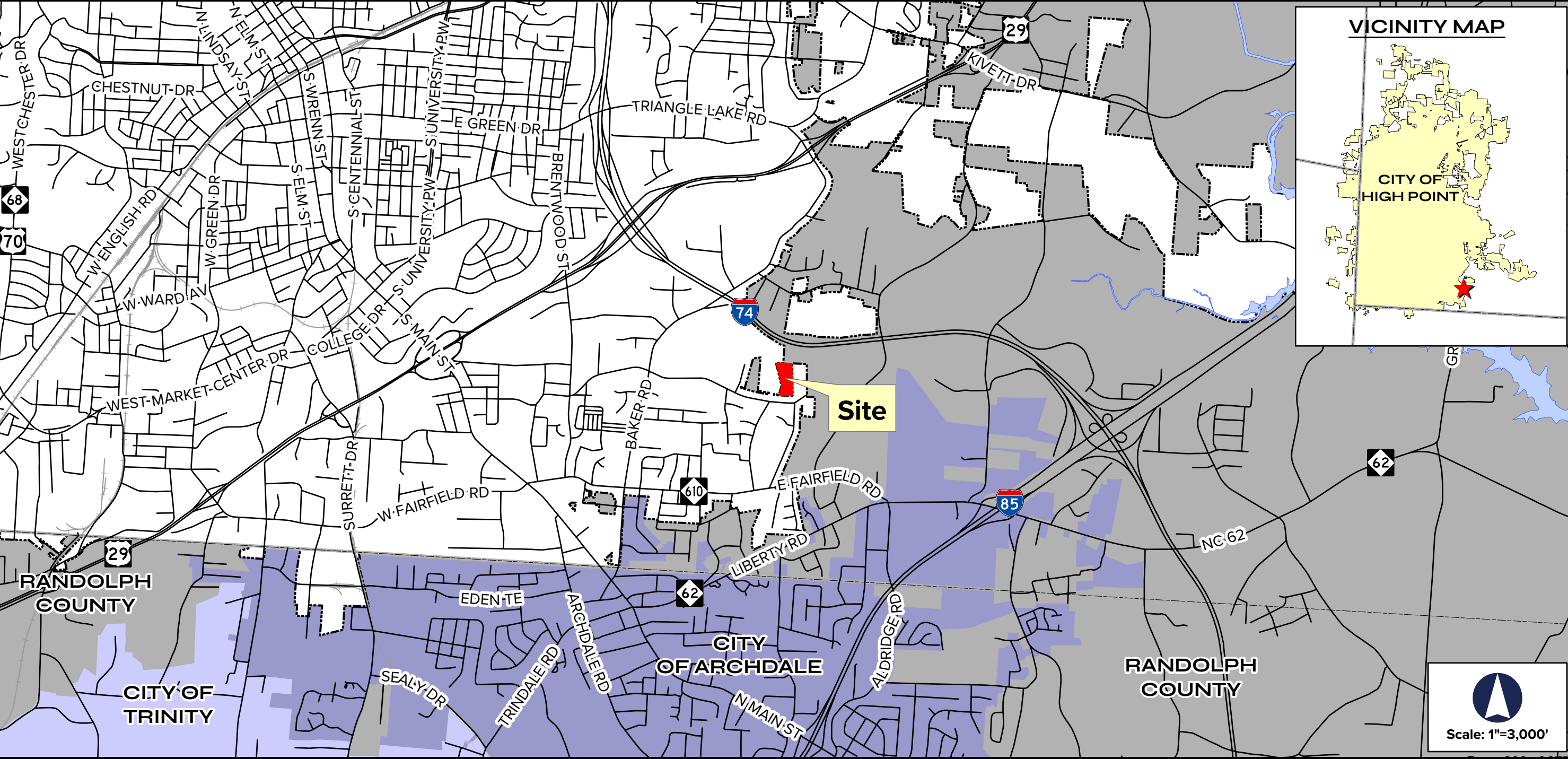
The parcel is surrounded on three sides by the City’s corporate limits. This annexation petition represents a logical progression of the City’s annexation policy for this area as the proposed annexation site is generally surrounded by the City’s corporate limits and City services (water and sewer utilities) and service vehicles are already present in this area. The annexation of this parcel will not negatively impact the City’s ability to provide services in this area.

Report Preparation

This report was prepared by Planning and Development Department staff member Herbert Shannon Jr. AICP, Senior Planner and reviewed by Sam Hinnant, CFO & CFM, Interim Development Administrator and Michael D. Harvey, AICP, CFM, CZO, Interim, Planning and Development Director.

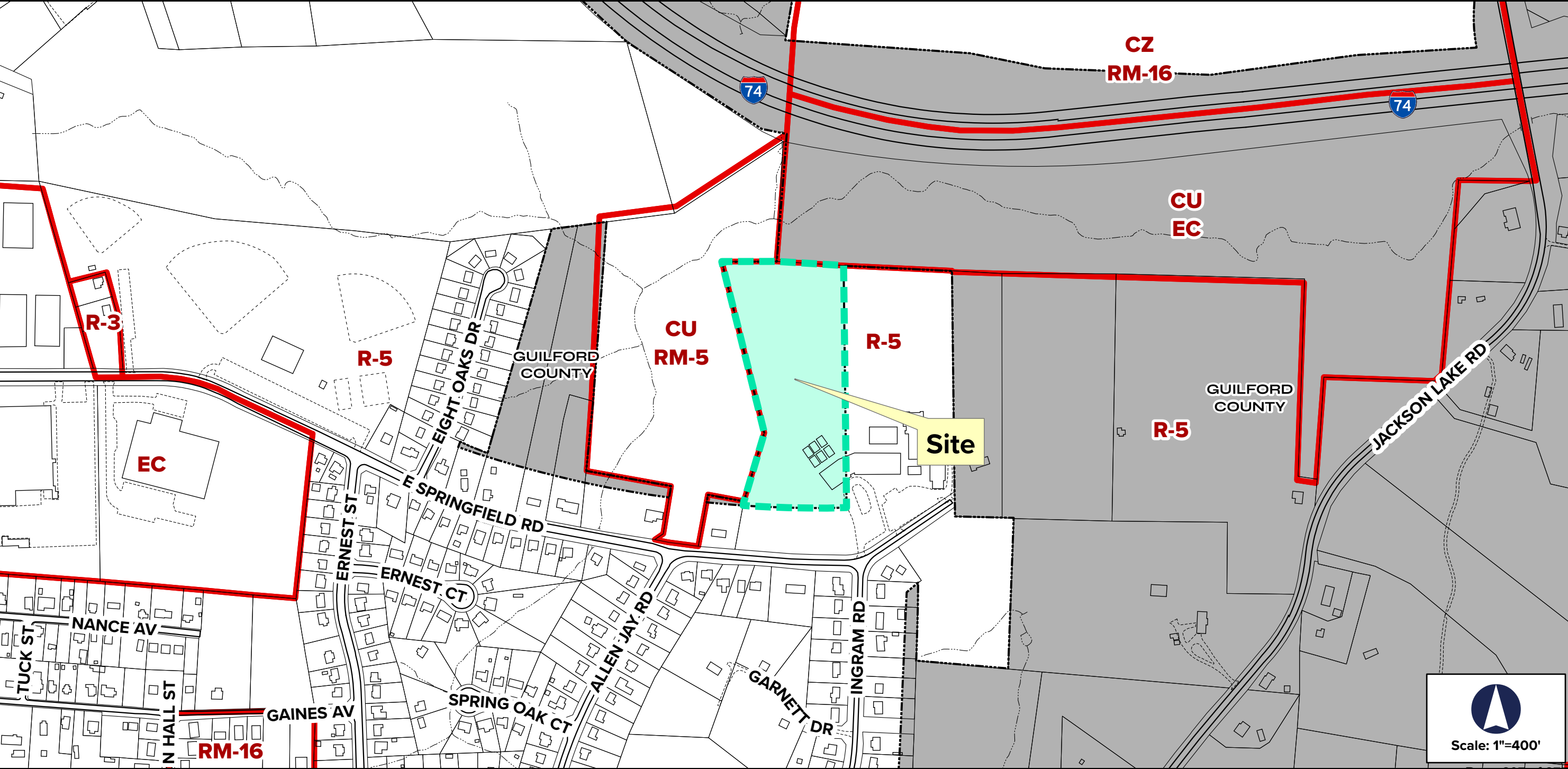
LOCATION MAP

ANNEXATION REQUEST: AN-25-01
Applicant: Guilford County Schools



ANNEXATION REQUEST: AN-25-01

ZONING MAP



Scale: 1"=400'

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

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

WHEREAS, The City of High Point has been petitioned under G.S. 160A-31, as amended, to annex the area described herein; and,

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

WHEREAS, a public hearing on this annexation was held at the Municipal Building at 5:30 p.m. on the 19th day of May, 2025; and,

WHEREAS, the City of High Point does hereby find as a fact that said petition meets the requirements of G.S. 160A-31 as amended;

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

SECTION 1. By virtue of the authority granted by G.S. 160A-31 as amended, the following described territory is hereby annexed, and made a part of the City of High Point as of May 19, 2025.

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

ANNEXATION DESCRIPTION

Property Owner: Guilford County Board of Education

Annexation Case: Annexation Case 25-01

Description of area being annexed: The site lies north of the intersection of E. Springfield Road and Ingram Road (*1311 E. Springfield Road*), consisting of the western portion of Guilford County Tax Parcel 196203 (PIN # 7719-65-8890). The annexation site is more specifically described below:

Beginning at a concrete monument in the northeast corner of the property of Naheed Akhtar and Muhammad Asif, as recorded in DB 7506, PG 1506 at the Guilford County register of deeds and being tax parcel number 196202; **running thence from said point of beginning** along the eastern line of the Friendship Missionary Baptist Church these following three courses: North 16°34'53" East, 282.45 feet to an existing iron rod; thence North 14°39'48" West, 680.69 feet to and existing concrete monument; thence South 88°44'32" East, 215.31 feet to a concrete monument, being the Southwest corner of the N.C. Dept. of Transportation property as recorded in D.B. 4004, PG. 574 at the Guilford County of Register of Deeds; thence with the southern line of the N.C. Dept. of Transportation property and the northern property line of the Guilford County Board of Education property as recorded in the in D.B. 1845, PG. 677 at the Guilford County Register of Deeds South 88°44'32" East, 288.21 feet to a point, said point being the northeast corner of the Guilford County Board of Education property recorded in D.B. 1845, PG. 677 and the northwest corner of the Guilford County Board of Education property in D.B. 1845, PG. 675; thence with the common deed line of the Guilford County Board of Education properties South 00°32'01" West, 964.34 feet to a point: thence with existing City of High Point corporate limits line North 86°19'40" West, 411.93 feet to a point in the eastern property line of the previously mentioned Naheed Akhtar and Muhammad Asif property; thence with the eastern line of the Akhtar/Asif Property North 16°35'12" East, 20.55 feet to the point and place of the beginning, containing 8.531 Acres and being the western portion of the Guilford County tax parcel 196203.

SECTION 2. Upon and after **May 19, 2025** the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of High Point, and shall be entitled to the same privileges and benefits as other parts of the City of High Point. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

SECTION 3. The Mayor of the City of High Point shall cause to be recorded in the Office of the Register of Deeds of Guilford County and in the Office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map

shall also be delivered to the Guilford County Board of Elections, as required by
G.S. 163-288.1.

Adopted by the City Council
City of High Point, North Carolina
The **19th** day of **May 2025**.

By: _____
Cyril Jefferson, Mayor

ATTEST:

Sandra R. Keeney, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Public Hearing - Guilford County Board of Education - Zoning Map Amendment 25-04

FROM:

Michael D. Harvey
Interim Planning & Development Director

MEETING DATE:

May 19, 2025

PUBLIC HEARING:

Yes

ADVERTISED DATE/BY:

May 2 & 7, 2025

ATTACHMENTS:

1. Staff Report ZA-25-05
 2. Presentation
-

PURPOSE: A request by the Guilford County Board of Education to rezone an approximate 20.49-acre parcel from the Residential Single Family - 5 (R-5) District to a Conditional Zoning Institutional (CZ-I) District. The site lies north of the intersection of E. Springfield Road and Ingram Road (1311 E. Springfield Road). Approval of this rezoning application is contingent upon City Council approval of a voluntary annexation request.

BACKGROUND: The Planning and Zoning Commission reviewed this request at their April 22, 2025 public hearing. All members of the Commission were present except for Mr. Thad Juszczak and Ms. Joan Swift. Mr. Herbert Shannon, Senior Planner, presented the case and recommended approval of the request as outlined in the staff report.

Speaking on the request:

The applicant's representative, Ms. Amanda Hodierne, Attorney with Isaacson-Sheridan, 804 Green Valley Road, Suite 200, Greensboro; and Mr. Gene Sides, Executive Director of Planning, Design & Construction at Guilford County Schools, 617 W. Market Street, Greensboro; both spoke in favor of this request.

These speakers provided an overview of the proposal to upgrade an aging elementary school (Allen Jay Elementary School) with the construction of a new educational facility. They noted how the proposed zoning and associated annexation case will bring the site into conformance with current City of High Point land use policy. They also noted that the proposed new school will not only increase student capacity but improve traffic circulation by accommodating all vehicle queuing on the site and eliminating the current queuing of vehicles in the E. Springfield Road right-of-way. Finally, the speakers outlined the results of their Citizen Information Meeting with surrounding property-owners and zoning conditions being offered, such as higher landscaping and screening standards, to mitigate any potential impacts.

BUDGET IMPACT: None.

RECOMMENDED ACTION REQUESTED: A. Staff Recommendation

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

B. Planning and Zoning Commission Action

1. The Planning and Zoning Commission recommended approval, of this request, as recommended by staff, by a vote of 7-0.
2. Consistency and Reasonableness Statements

The Planning and Zoning Commission voted 7-0 to approve the following statement:

That Zoning Map Amendment 25-04 is consistent with the City's adopted policy guidance because the High Point Comprehensive Plan and the City of High Point Development Ordinance support the establishment of institutional uses, such as schools, in residential areas. Furthermore, the request is reasonable and in the public interest because, as conditioned, the requested CZ-I District will maintain the current Institutional use type on the property and update vehicular access and queuing to provide for a safer and more efficient traffic circulation pattern.

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

**STAFF REPORT
ZONING MAP AMENDMENT ZA-25-04
April 22, 2025**

Request	
Applicant: Guilford County Board of Education	Owner: Guilford County Board of Education
Zoning Proposal: To rezone approximately 20.4 acres <i>The western 1/3 of this parcel lies outside the High Point City limits, within the High Point Extraterritorial Jurisdictional (ETJ) Area.</i>	From R-5 Residential Single Family – 5 District To: CZ-I Conditional Zoning Institutional District
Notices: • Applicant held a Citizen Information Meeting <i>(Yes)</i> • As required by Section 2.3.6 (Notification) of the Development Ordinance, the Planning and Development Department provided published, mailed and posted notice of this public hearing	

Site Information	
Location:	The site lies north of the intersection of E. Springfield Road and Ingram Road <i>(1311 E. Springfield Road)</i> .
Tax Parcel Number:	Guilford County Tax Parcel 196203
Site Acreage:	Approximately 20.4 acres
Current Land Use:	The site is currently developed with a 41,900± square foot Elementary School <i>(Allen Jay Elementary School)</i> .
Physical Characteristics:	The site has no noteworthy physical features.
Water and Sewer Proximity:	Both an 8-inch City water line and a 8-inch City sewer line lie adjacent to the site along E. Springfield Road.
General Drainage and Watershed:	The site drains in a general northerly direction, and development is subject to the Randleman Lake General Watershed Area (GWA) requirements. Primary stormwater control measures are required for non-residential development with an impervious surface area that exceeds 12% or more of the site.
Overlay District:	Randleman Lake General Watershed (Credit Area)

Adjacent Property Zoning and Current Land Use			
North:	CU-EC	Conditional Use Employment Center District	Undeveloped parcel
South:	R-5	Residential Single Family – 5 District	Single family detached dwellings
East:	R-5	Residential Single Family – 5 District	Single family detached dwelling
West:	CU RM-5	Conditional Use Residential Multifamily-5 District	Undeveloped parcel
Zoning History: There have been no recent zoning approvals in this area since the early 2000s.			

Comprehensive Plan Consistency	
Alignment with Our Vision:	<u>Core Values & Planning Principles</u> The request aligns with the High Point 2045 Comprehensive Plan's (HP2045 Comprehensive Plan) core value of being an inclusive community by reflecting a commitment that progress should be evident throughout the city. <u>Priorities</u> The request also addresses the 'Big Thing' priority to Cultivate a Sense of Community and Unity by recognizing and attempting to overcome the disparities that divide our city. <u>Preferred Growth Scenario</u> The plan recommends an overall strategy of directing growth inward by clustering development in walkable mixed-use centers that will help preserve land on the periphery. While the request involves annexation of land into the city, it is Extraterritorial Jurisdiction (ETJ) controlled land that is contiguous to the city limits that already includes a portion of the existing school.
Growth Framework Assessment:	<u>Place Types</u> The comprehensive plan shows the site located within a Suburban Neighborhood place type. This place type has a predominantly low intensity residential development pattern with a range of 3-7 single-family units per acre. These areas may also include moderate density residential development, such as small lot houses or attached townhomes, typically located on a major street. Secondary uses include public/institutional uses such as schools and religious institutions.
Relevant Area Plan:	Not Applicable

Transportation Information				
Adjacent Streets:	Name		Classification	Approx. Frontage
	E. Springfield Road		Collector Street	940 ft.
Vehicular Access:	Three vehicular access points are proposed from E. Springfield Road.			
Traffic Counts: <i>(Average Daily Trips)</i>	E. Springfield Road		2,800 ADT <i>(NCDOT 2023 traffic count count)</i>	
Estimated Trip Generation:	A 111,234 square foot school, with a student capacity of 700 students, is proposed to be developed on the site. This facility is anticipated to generate 605 AM peak hour trips and 360 PM peak hour trips.			
Traffic Impact Analysis (TIA):	Required		TIA Comments	
	<u>Yes</u> X	<u>No</u>	The proposed redevelopment of the site will generate more than 150 trips in the peak hours; thus, requiring submittal of a TIA. The TIA executive summary is attached.	
Conditions:	1. All vehicular queueing must be contained on-site to avoid stacking on E. Springfield, following the MSTA guidelines and findings from the TIA and be enforced by the school. 2. The City of High Point Transportation Director shall approve the location and design of all access points and improvements.			

School District Comment

Not applicable to this zoning case.

Details of Proposal

The applicant is requesting City of High Point zoning approval to establish a Conditional Zoning Institutional (CZ-I) zoning district for this 20.4± acre parcel to support redevelopment of the existing educational facility on this site. As a portion of this parcel lies outside the High Point City limits, a separate annexation petition has been filed to bring the entire site within the City limits.

To mitigate potential impacts, the applicant has included with this zoning application an associated Conditional Zoning document in which they have offered conditions pertaining to permitted & prohibited uses, conditional zoning plan, landscaping/buffer standards and on-site vehicle queuing.

Staff Analysis

The site is currently developed with a 41,900± square foot Elementary School with a current capacity of 464 students. This educational facility was constructed in 1956 and has been expanded several times over the past 68 years. Most recently, seven modular classroom buildings have been added to meet additional student capacity demands for this area. Guilford County Schools is proposing to upgrade and expand educational services in this area to better serve students. This will consist of razing the existing structure and constructing a new school. This proposed new education facility will consist of a 2-story 111,234 square foot building that can serve 700 students. To facilitate this project, Guilford County schools has submitted this rezoning application.

Allen Jay Elementary school was initially constructed in unincorporated Guilford County. This southeastern portion of High Point was part of a 1960 annexation of approximate 12,400 acres, which included the Allen Jay School site. This elementary school building was half its current size in 1960 and was situated on a smaller 10 acre parcel. Over the years, additional land was purchased and the school expanded to its current configuration. This created an unusual situation where the eastern half of the schools land area and building are in the High Point City limits and the western half (land area and building) lies outside the City limits. This rezoning and annexation will clean up this situation to have the facility all within the City of High Point. Based on the size of the site, establishment of an Institutional zoning district is in keeping with the standards of the Development Ordinance and will offer flexibility for the long-term use of this land as an educational facility.

Section 2.4.6.C of the Development Ordinance states that the advisability of a conditional zoning is a matter committed to the legislative discretion of the City Council and is not controlled by any one factor. In determining whether to approve or deny a conditional zoning, the City Council shall weigh the relevance of and consider the following issues outlined below. The Planning and Development Department offers the following comments relative to these ordinance considerations:

Consistency with Adopted Policy Guidance

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

Adopted policy guidance documents (*High Point 2045 Comprehensive Plan and the City of High Point Development Ordinance*) support the establishment of institutional uses, such as schools, in residential areas.

Reasonableness/Public Interest:

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

As conditioned, the requested CZ-I District will maintain the current Institutional use type on the property and update vehicular access & queuing to provide for a safer and more efficient traffic circulation pattern.

Compatibility with Surrounding Areas

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

The site is already developed with an educational facility. This rezoning, to support construction of a new school, does not introduce a new land use in this area. Furthermore, conditions offered by the applicant as to perimeter landscaping buffers and vehicle queueing will assist in ensuring compatibility with adjacent land uses.

Mitigation of Impacts

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

Mitigation #1	Minimize or effectively mitigate any identified adverse impact on adjacent and nearby land, such as that caused by traffic, parking, noise, lighting, trash, loading areas, etc. ❖ Conditions offered by the applicant pertaining to reducing allowable institutional land uses, higher perimeter landscaping standards, and onsite vehicle queuing for student drop-off and pick-up will assist to mitigate any adverse impact to adjacent lands. ❖ Required standards of the Development Ordinance pertaining to screening of trash receptacles, perimeter parking lot landscaping and exterior lighting will further mitigate impacts on adjacent property.
Mitigation #2	Minimize or effectively mitigate any identified adverse environmental impact on water and air resources, minimize land disturbance, preserve trees and protects habitat. The site is in the Randleman Lake General Watershed (Credit Area). Development is required to meet the watershed standards of the Development Ordinance.
Mitigation #3	Minimize or effectively mitigate any identified adverse impact on municipal facilities and services, such as streets, potable water and wastewater facilities, parks, police and fire. The site is within an area currently served by City of High Point municipal utilities and services.

Mitigation #4	Minimize or effectively mitigate any identified adverse effect on the use, enjoyment or value of adjacent lands.
	Based upon conditions offered by the applicant, staff has found no evidence that the requested CZ-I District would adversely effect the use of adjacent lands.

Supportive Changes in the Area

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

The request does not change or introduce a new land use into this area. Both the High Point 2045 Comprehensive Plan and land use policies of the surrounding residential zoning districts support institutional uses, such as schools and religious institutions, in residentially zoned areas.

Promotes a Preferred Development Pattern

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

- ❖ The High Point 2045 Comprehensive Plan speaks to a preferred growth scenario of directing growth inward. Because the related rezoning and annexation request would accommodate the redevelopment of an established institutional land use that is partially within the City limits and unincorporate land currently in the City of High Point's ETJ Area, the request supports an orderly development pattern.
- ❖ As the City sees continued growth, the proposed redevelopment of this older educational site seeks to sequence public service facilities to meet current and future demands.

Recommendation

Staff Recommends Approval:

The Planning and Development Department recommends approval of the request to rezone this 20.4 acre parcel to the CZ-I District. As conditioned, the requested CZ-I District will be compatible with the surrounding area and in conformance with adopted policy guidance documents.

Summary of Zoning Conditions

- Permitted and prohibited uses.
- Conditional Zoning Plan (*depicting access and location of higher landscaping standards*)
- Higher landscaping and screening standards next to abutting single family detached dwellings to the east and west of the site.
- Minimum linear feet of onsite vehicle queuing.

Required Action

Planning and Zoning Commission:

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

City Council:

The NC General Statutes require that the City Council also place in the official record a statement of consistency with the City's adopted plans, and explain why the action taken is considered to be

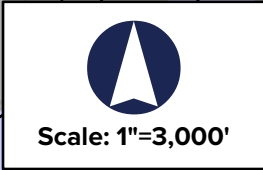
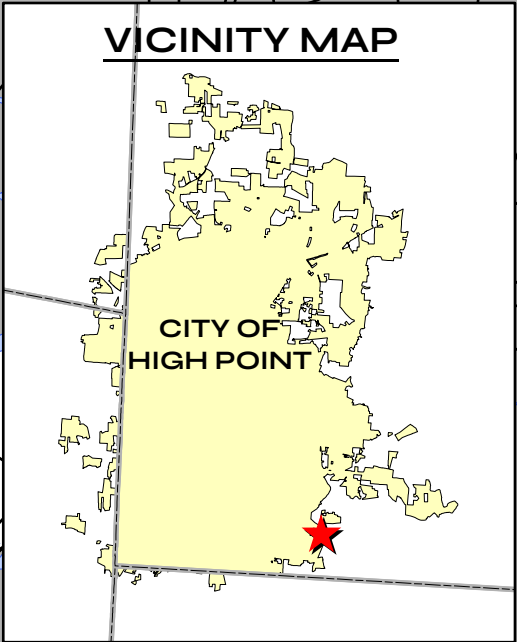
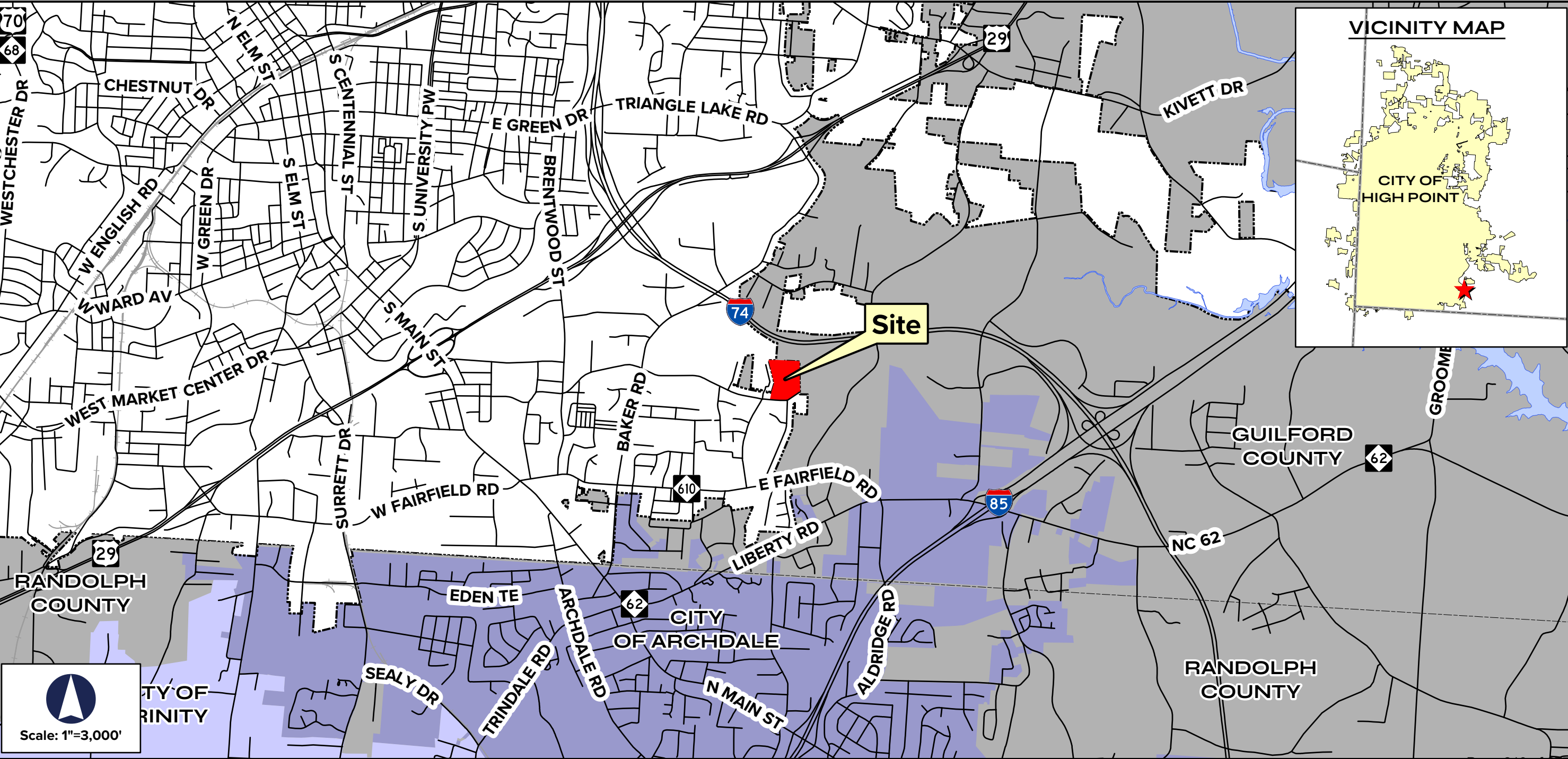
reasonable and in the public interest when rendering its decision in this case. This may be accomplished by adopting the statements in the Staff Analysis section of this report or by adopting its own statement.

Report Preparation

This report was prepared by Planning and Development Department staff member Herbert Shannon Jr. AICP, Senior Planner and reviewed by Sam Hinnant, CFO & CFM, Interim Development Administrator and Michael D. Harvey, AICP, CFM, CZO, Interim, Planning and Development Director.

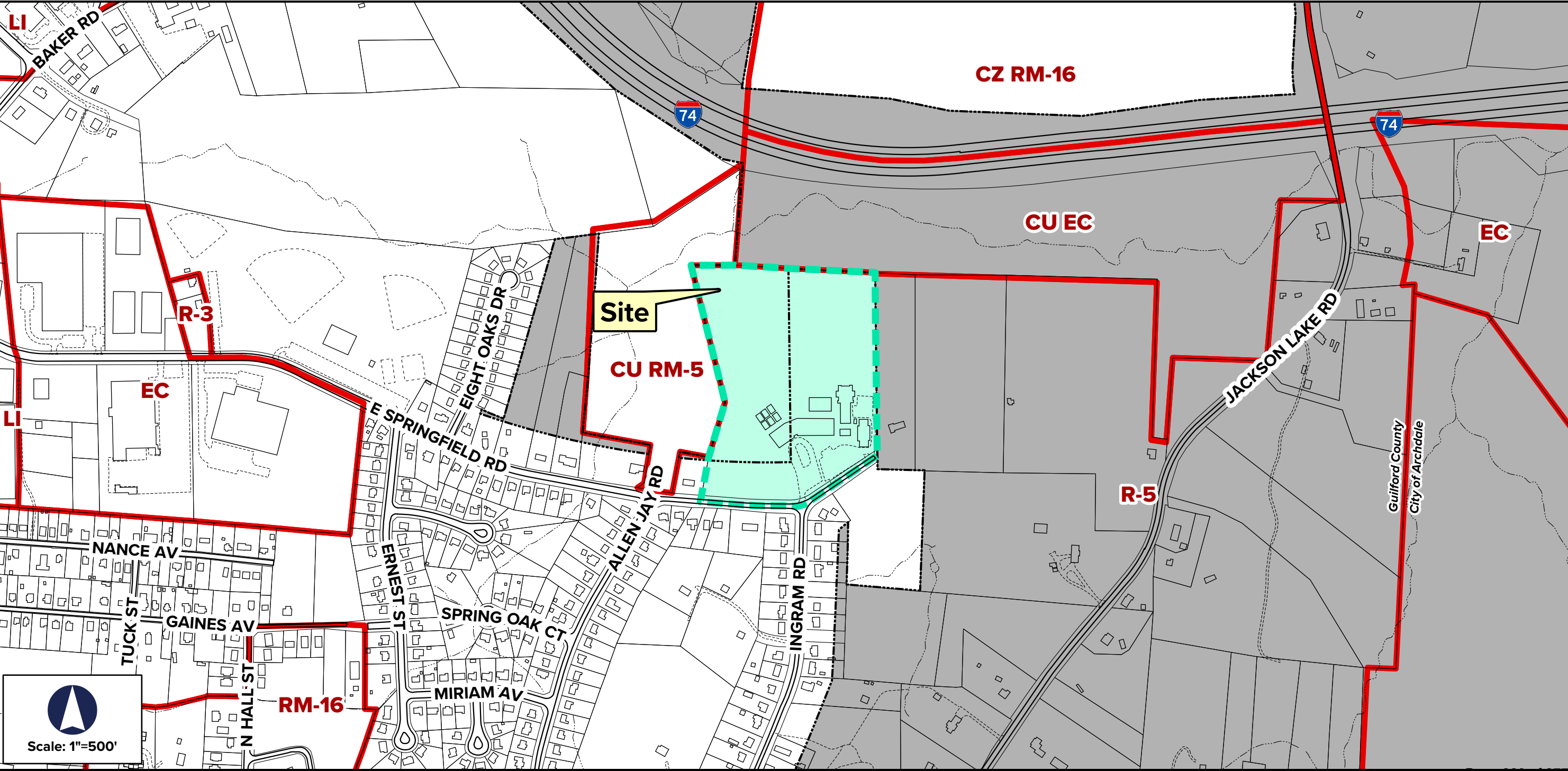
LOCATION MAP

ZONING MAP AMENDMENT: ZA-25-04
Applicant: Guilford County Schools

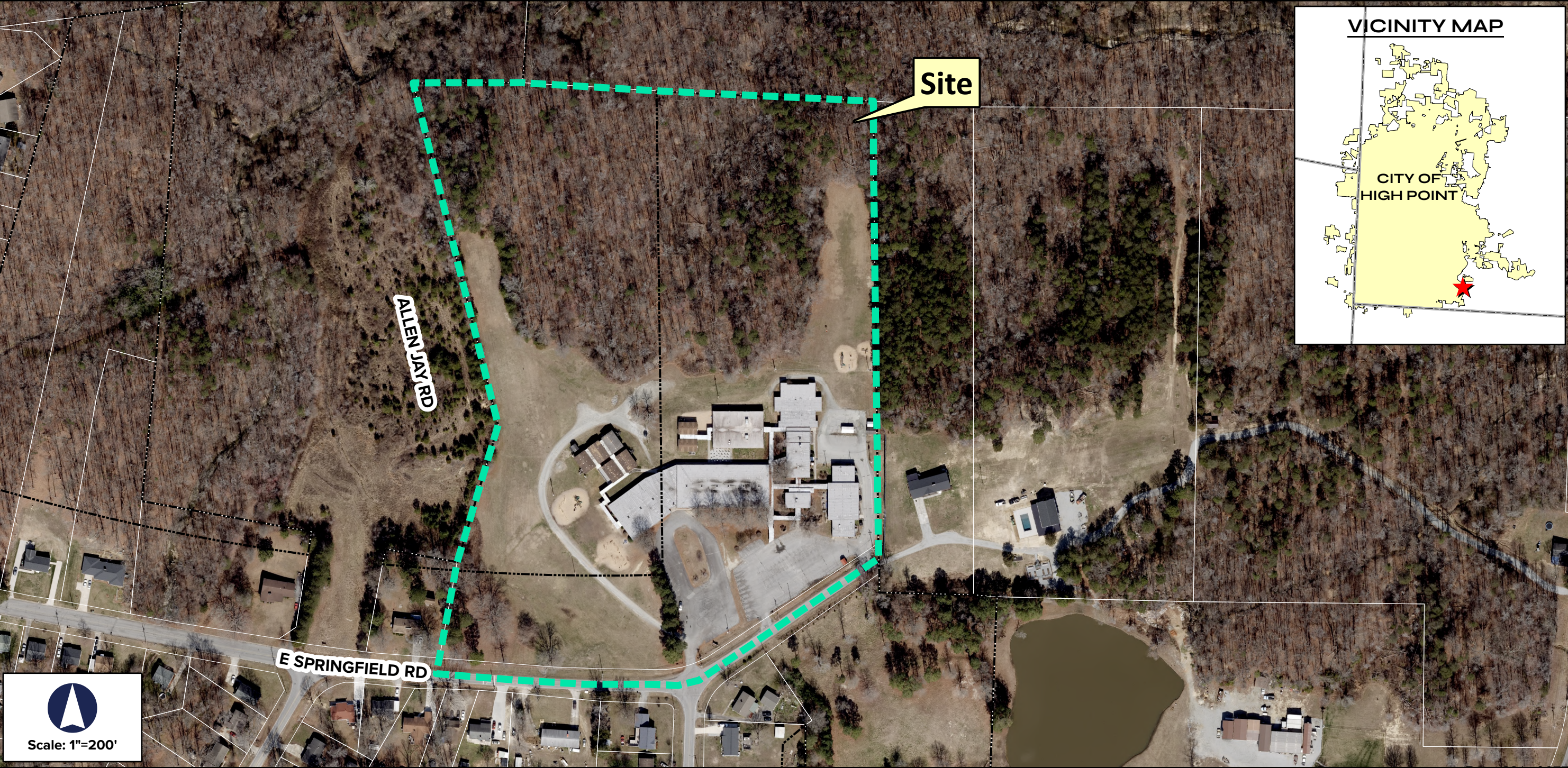


ZONING MAP AMENDMENT: ZA-25-04

ZONING MAP

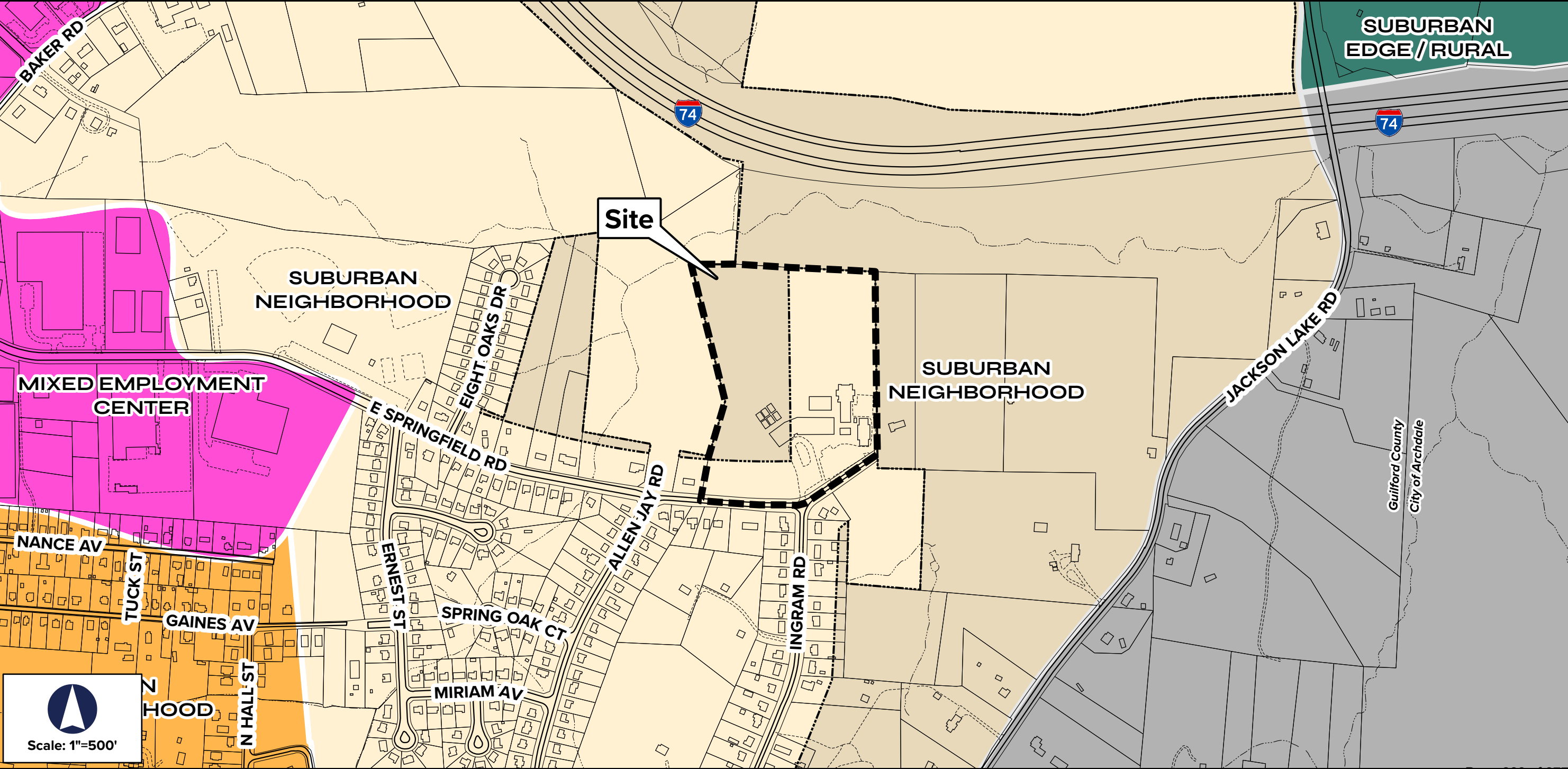


ZONING MAP AMENDMENT: AERIAL PHOTOGRAPHY (FEB. 2024)



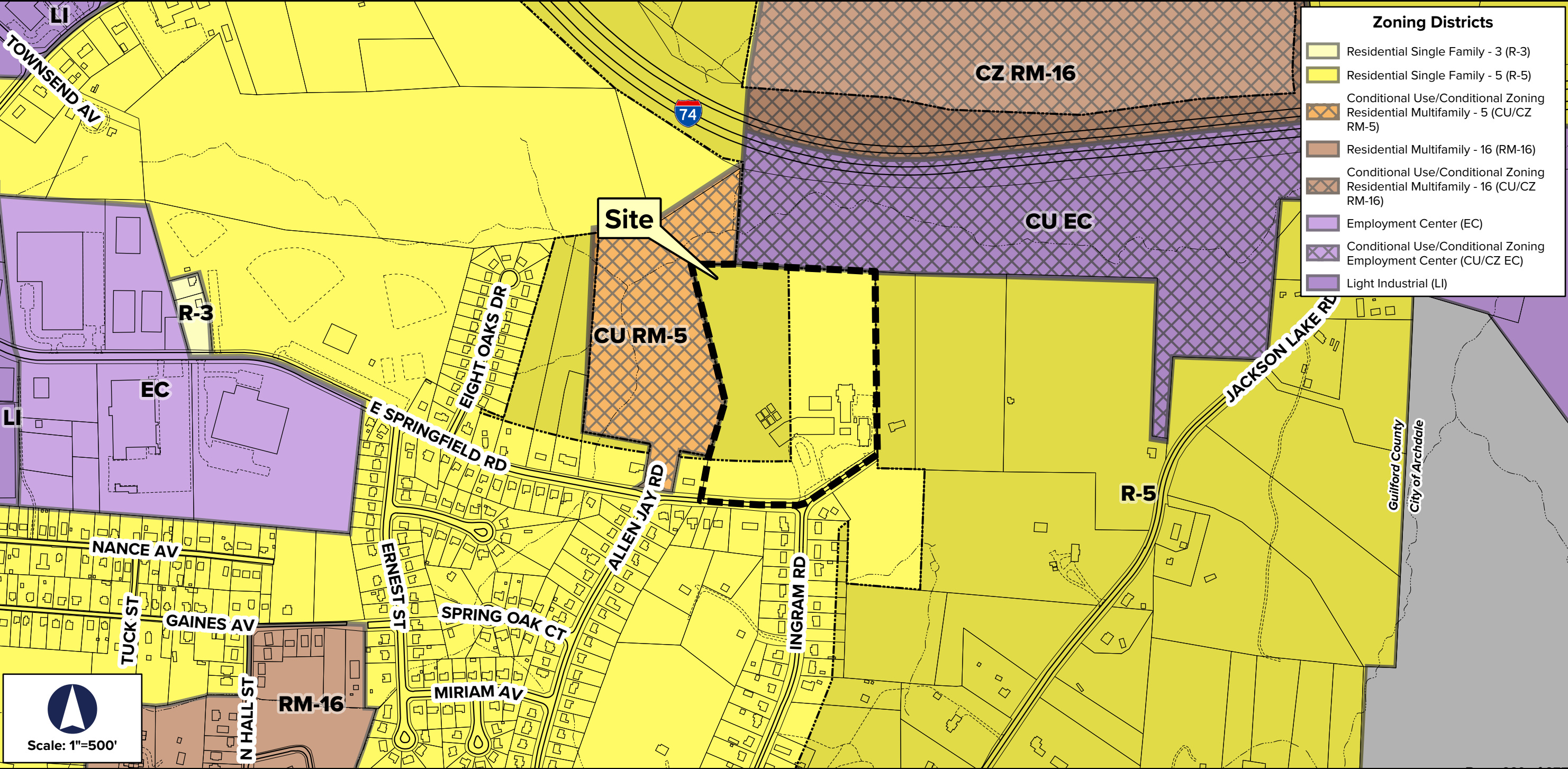
ZONING MAP AMENDMENT: ZA-25-04

PLACE TYPES MAP



ZONING MAP AMENDMENT: ZA-25-04

COLOR-CODED ZONING MAP

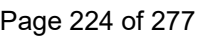


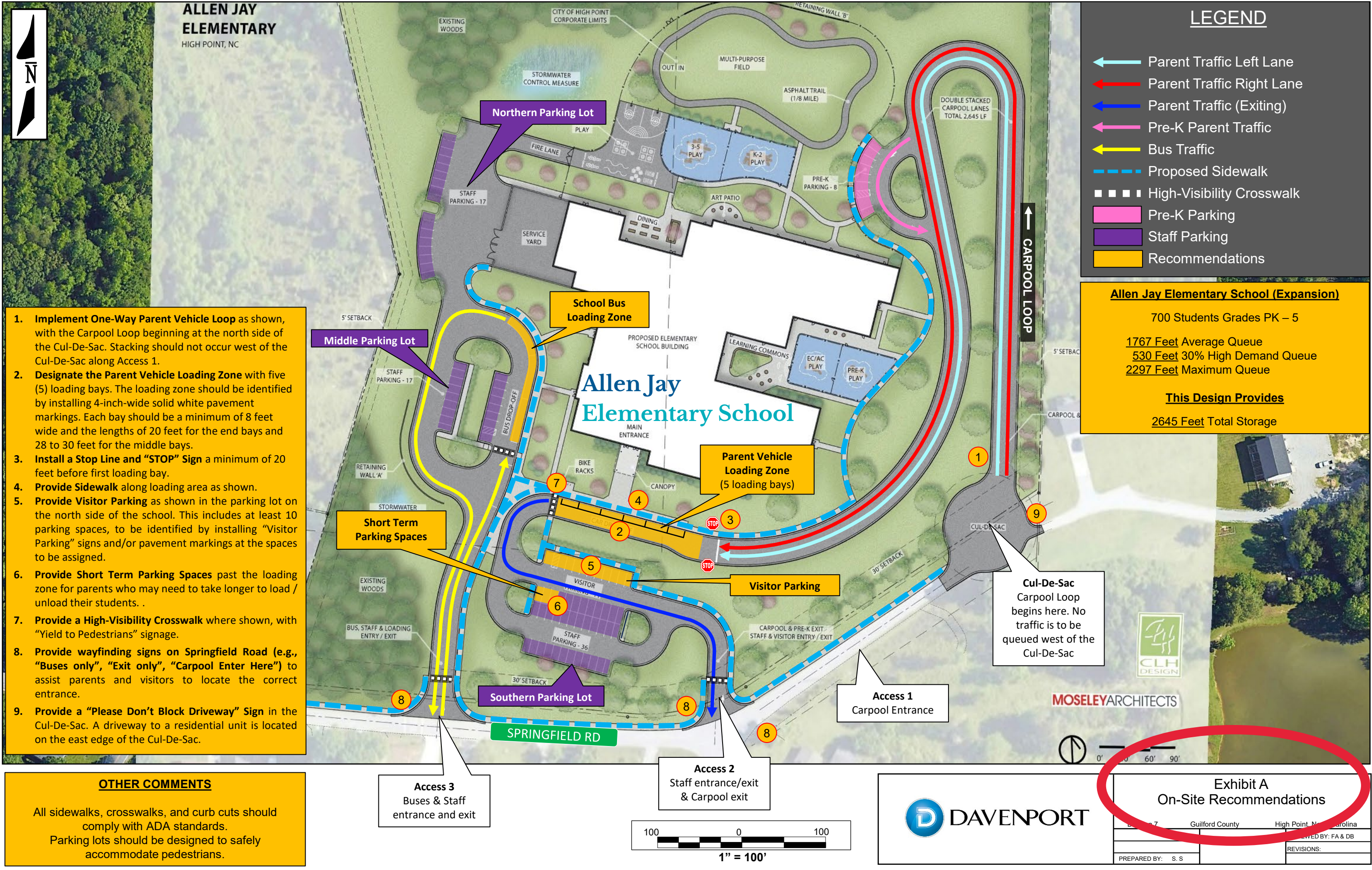
ALLEN JAY ELEMENTARY SCHOOL

GUILFORD COUNTY SCHOOLS
1311 E Springfield Rd, High Point, NC 27263

CLH PROJECT NO: 22-116

CONDITIONAL ZONING PLAN





All Traffic:

1. We strongly urge parents to adhere to the loading process and not to drop off or pick up students at unauthorized locations.
2. Do not use cell phones while in loading zone or staging area just before loading zone.
3. Yield to pedestrians at all crosswalks.
4. Please be patient and courteous with other parents, staff, and students.
5. Do not exceed the speed limit of 10 mph on campus.

Parents:

1. All parents shall enter at Access 1. Upon entry, parents should proceed to the Cul-De-Sac and make a left turn within the Cul-De-Sac to enter the Carpool Loop.
2. Parents must not stack along Access 1 west of the Cul-De-Sac, nor within the Cul-De-Sac.
3. After entering the Carpool Loop, parents must use both lanes (shown in the light blue and red arrows).
 - Pre-K Parents are encouraged to stay in the right lane once entering the Carpool Loop. Pre-K parents will turn right (as shown in the pink arrow) to enter the Pre-K pick-up/drop-off and parking area. Pre-K pick-up/drop-off and parking is located on the northeast corner of the school.
 - Pre-K parents exiting the pick-up/drop-off and parking area will enter back into the Carpool Loop and exit the campus at Access 2.
4. Proceed along Carpool Loop until you reach the "STOP" sign just before loading zone. Do not proceed into loading zone until instructed to do so by Queue Coordinator.
 - Queue Coordinator will instruct five drivers at a time to proceed into loading zone (5 spaces), balancing the wait time in each lane.
5. Once you pull into a loading zone space, students will enter / exit their vehicle. The Loading Zone Assistances will assist younger students. Parents should remain in their vehicles.
6. Do not exit loading area until instructed by the Loading Zone Leader, who will ensure loading zone is clear.
7. After exiting the loading area, parents will exit the campus at Access 2

Visitor Parking and Short-Term Parking

1. Those who wish to park and walk in with their students can use designated **Visitor Parking**, available in southern parking lot.
2. Those requiring additional time to drop off or pick up, such as those requiring a walking aid or with a school project, should be directed to **Short-term Parking**, also located in the southern parking lot

Early Release Policy:

- If parents need to check their students out early (e.g., appointments), they need to do so no less than 1 hour prior to the School's dismissal.

Buses:

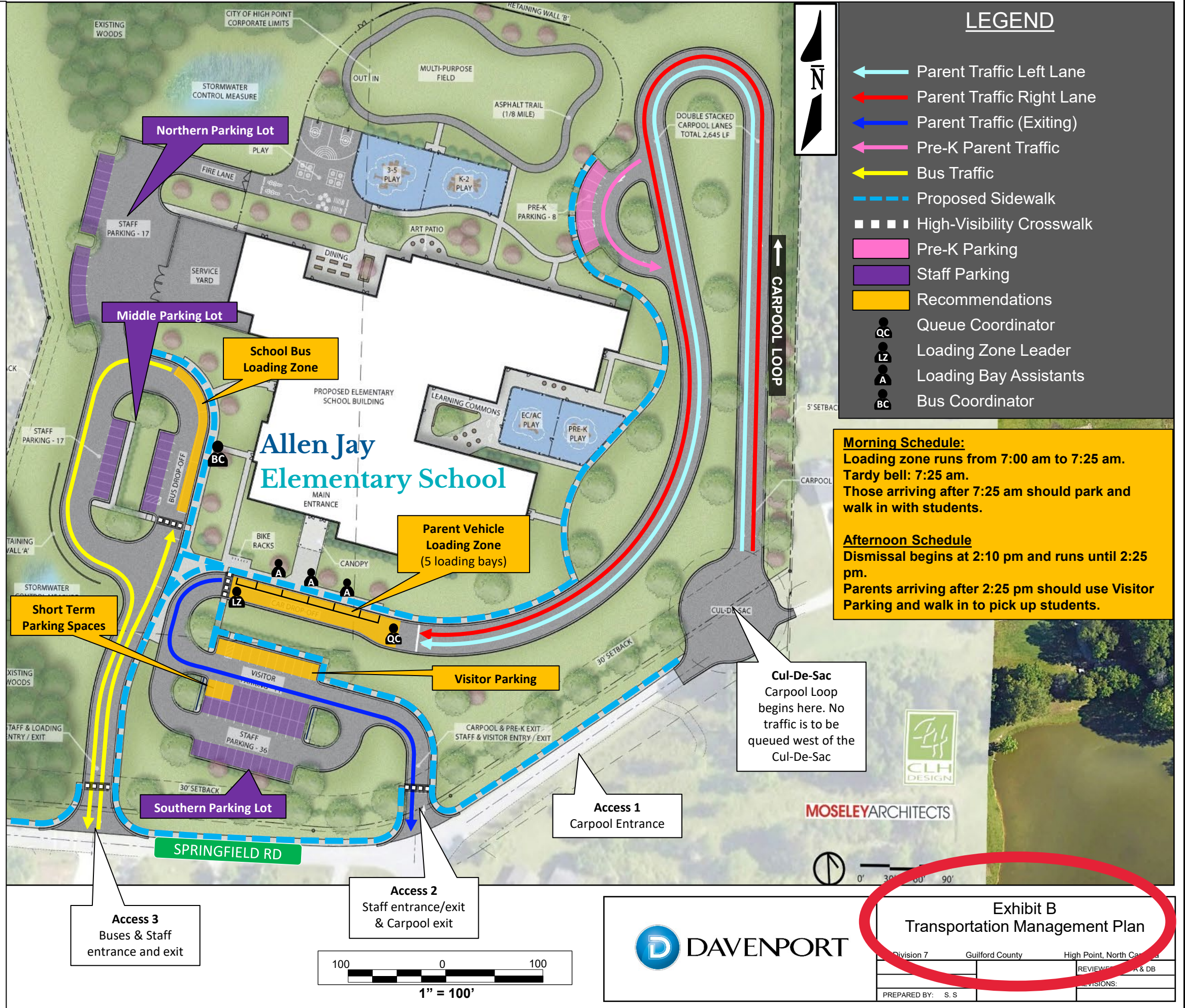
1. Buses will enter and exit campus at Access 3 along Springfield Road
2. Buses loading is located on the west side of the school.

Staff:

1. Staff are expected to arrive at least 30 minutes prior to the morning bell and may depart once afternoon dismissal operations are finished.
2. Staff parking is available in northern, middle, and southern parking lots.

In Case of Emergency

- If there is an emergency while in the carpool lanes, call 911 and then the school office.



Morning Schedule:
Loading zone runs from 7:00 am to 7:25 am.
Tardy bell: 7:25 am.
Those arriving after 7:25 am should park and walk in with students.

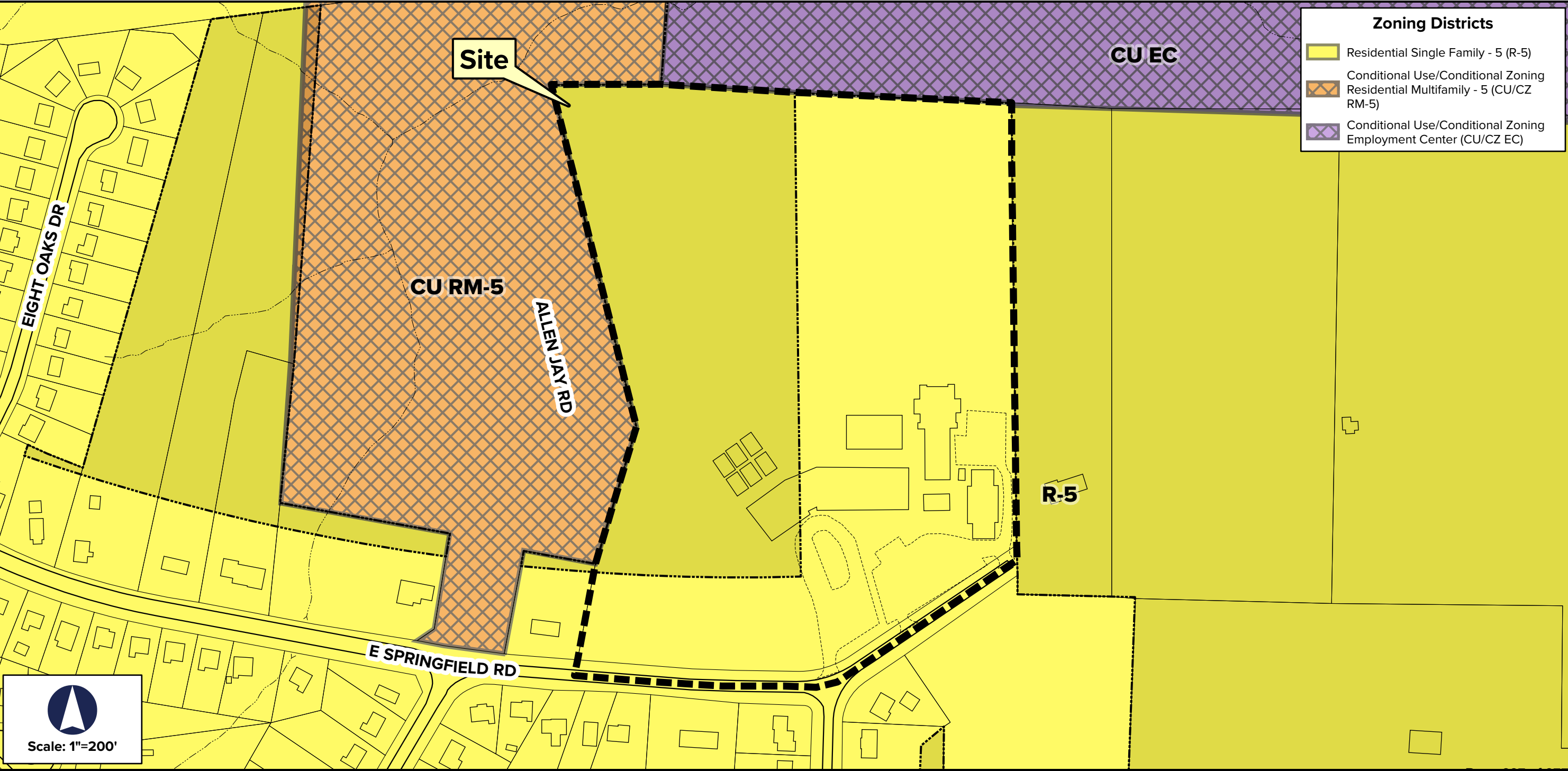
Afternoon Schedule
Dismissal begins at 2:10 pm and runs until 2:25 pm.
Parents arriving after 2:25 pm should use Visitor Parking and walk in to pick up students.

Exhibit B
Transportation Management Plan

Division 7	Guilford County	High Point, North Carolina
PREPARED BY: S. S.	REVIEWED BY: A & DB	REVISIONS:

ZONING MAP AMENDMENT: ZA-25-04

COLOR-CODED ZONING MAP



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

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

WHEREAS, a public hearing was held before the Planning and Zoning Commission of the City of High Point on April 22, 2025 regarding **Zoning Map Amendment Case 25-04 (ZA-24-04)** a amendment to the Official Zoning Map of the “City of High Point”;

WHEREAS, notice of the public hearing was published in the High Point Enterprise on April xx, 2025, for the Planning and Zoning Commission public hearing pursuant to N.C.G.S. § 160D-601; and

WHEREAS, the proposed amendment was adopted by the Planning and Zoning Commission of the City of High Point on **April 22, 2025**

THEREFORE, BE IT ORDAINED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF HIGH POINT:

SECTION 1

That the Official Zoning Map of the City of High Point be amended to establish the following described area as a: **Conditional Zoning Institutional (CZ-I) District**. The property is approximately 21 acres, located north of the intersection of E. Springfield Road and Ingram Road. The property is addressed as 1311 E. Springfield Road, and also known as Guilford County Tax Parcel 196203.

SECTION 2

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

Part I. Applicant agrees to comply with all applicable local, state, and federal requirements and obtain necessary permits required for development before any development activity can take place. Plans for any development on the property described herein shall be submitted to the City of High Point and other required approval authorities for review and approval.

Part II. **USES:**

A. **Permitted Uses:** Any of the land uses as allowed in the Institutional (I) District shall be permitted, subject to the standards of the Development Ordinance and the specific conditions listed in this ordinance, except as prohibited below in Condition Part II.B.

- B. Prohibited Uses: The following uses enumerated in the Principal Use Table (Table 4.1.9) of the Development Ordinance shall be prohibited:
- a. All uses under the Household Living use category.
 - b. All uses under the Group Living use category.
 - c. All uses under the Health Care use category.
 - d. All uses under the Commercial Use Classification

Part III. CONDITIONS:

A. Development and Dimensional Requirements.

1. Conditional Zoning Plan: Development shall be generally consistent with the two components of the Conditional Zoning Plan specified below (See Exhibit A). The sole purpose of the Conditional Zoning Plan is to illustrate and bind the general location of the following:
 - a. General location of access points, subject to driveway permit approval(s);
 - b. Perimeter landscaping abutting existing single family dwellings;

B. Landscaping, Buffers and Screening: The following higher landscape planting yard and buffer/screening standard shall be installed and maintained upon the zoning site.

1. Along the western boundary of the zoning site, abutting Guilford County Tax Parcel 196202 (1203 E. Springfield Road), a minimum 25 foot wide Type B Perimeter Landscaping Yard and a minimum 5-foot tall opaque fence shall be required to be installed and maintained.
2. Along the eastern boundary of the zoning site, abutting Guilford County Tax Parcel 158009 (1315 E. Springfield Road), a minimum 25 foot wide Type B Perimeter Landscaping Yard shall be required to be installed and maintained. This higher landscaping requirement shall apply from the E. Springfield Road right-of-way in a northward direction for 225 feet.
3. Within the above noted Landscaping, Buffers and Screening areas (Part III Condition B. 1 & 2) the following may apply:
 - a. The higher planting yard and fencing standards may be reduced to Ordinance requirements at the time the above noted parcel(s) (Guilford County Tax Parcel 196202 and 158009) is rezoned to a nonresidential zoning district, or the residential dwelling is removed (demolished) and not replaced with a similar use within a one (1) year time frame.
 - b. The property owner shall be permitted to remove unsightly and unhealthy vegetation and vegetation that does not contribute to a high quality

vegetive screen and/or that may pose a danger to occupants of the rezoning site or abutting parcels. The property owner shall also be permitted to prune vegetation within the planting yard area in order to maintain the health of the vegetation.

- c. An alternate landscaping/buffering/screening plan may be approved by the Planning and Development Director. In addition to the guidelines noted in Section 5.5.13 (Alternate Landscape Plan) of the Development Ordinance, landscaping, buffering, and screening:
 - i. Shall not be less than 20 feet in average width;
 - ii. Shall function as a partial opaque screen (similar to the Type B planting rate) and shall create a sense of spatial separation between the institutional use and adjacent residential use; and
 - iii. May include an opaque screening as outlined in Section 5.6.6 (Screening Method) of the Development Ordinance, but said opaque screening shall not be the only buffering method.

C. Transportation Conditions.

1. General Standards:

- a. The City of High Point Transportation Director and the North Carolina Department of Transportation (NCDOT), if applicable, shall approve the exact location and design of all access points, access point improvements and off-site transportation related improvements.

b. On-site Vehicle Queuing:

- i. All vehicle queueing must be contained on-site to avoid stacking onto the E. Springfield Road right-of-way, following the Municipal School Transportation Assistance (MSTA) guidelines and findings from the Traffic Impact Analysis (TIA), and to be enforced by the school (Property Owner).
“Traffic Impact Analysis, as approved by the City of High Point Transportation Director, prepared by Davenport Engineering “Transportation Impact Analysis – Allen Jay Elementary School – November 2024 (Project #2400022)”.
- ii. Minimum liner feet of onsite vehicle queueing shall be provided consistent with the specified queuing length determined by the TIA, as approved by the City of High Point Transportation Director and NCDOT.

SECTION 3

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

SECTION 4

Should any section or provision of this amendment to the Official Zoning Map be declared invalid, such decision shall not affect the validity of the remaining portions of this amendment to the Official Zoning Map.

SECTION 5

That all portions or parts of this document in conflict with the provisions of the City of High Points Development Ordinance are hereby repealed.

SECTION 6.

This amendment to the Official Zoning Map shall become effective upon the date of adoption.

Adopted by the City Council
City of High Point, North Carolina
The 19th day of May, 2025

The applicant's traffic engineer submitted the following Executive Summary from their Traffic Impact Analysis (TIA).

In addition to this summary, the complete TIA has been submitted to the City of High Point Transportation Department for review.

November 15, 2024



TRANSPORTATION IMPACT ANALYSIS

Allen Jay Elementary School

High Point, NC

Project # 240022

Prepared For: HICAPS

Page 233 of 277



Allen Jay Elementary School – Transportation Impact Analysis
High Point, NC
Prepared for: Guilford County Schools
November 15, 2024

Executive Summary

Allen Jay Elementary School is an existing public school (grades Pre-k – 5) that is currently located north of the intersection of Springfield Road and Ingram Road in High Point, NC. The school currently has a capacity of 464 students. The proposed expansion of the school will increase the capacity to 700 students and will be expanded on the existing campus. The anticipated build year for the expansion is 2026. The year 2031 (build year + 5) was used as the analysis year per High Point Department of Transportation (HPDOT) guidelines.

The site plan (Figure 1) shows a total of three (3) access points to the school with all three being located along Springfield Road. A total of three (3) loading areas are proposed to the school, which includes a parent vehicle loading zone on the south side of the school, a bus loading area on the west side of the school, and a Pre-K loading area on the northeast side of the school.

The objective of this transportation impact analysis (TIA) was to identify any transportation-related needs and appropriate improvements. The scope of this TIA was determined through coordination with High Point Department of Transportation (HPDOT) and NCDOT staff.

The projected queue length of parent vehicles was computed based on the MSTa School Calculator. The projected maximum (high demand day) queue length is 2,297 feet. The traffic pattern shown in Exhibit A and the site plan provides approximately 2,645 feet of queue storage, which is adequate to contain the maximum queue.

Based on the School Calculator, the expanded Allen Jay Elementary School has a trip generation potential of approximately 605 trips (349 entering, 256 exiting) in the Arrival peak hour and 360 trips (175 entering, 185 exiting) in the Dismissal peak hour.



Recommended improvements are shown in Exhibit A. The on-site recommendations include:

1. Implement One-Way Parent Vehicle Loop as shown, with the Carpool Loop beginning at the north side of the Cul-De-Sac. Stacking should not occur west of the Cul-De-Sac along Access 1.
2. Designate the Parent Vehicle Loading Zone with five (5) loading bays. The loading zone should be identified by installing 4-inch-wide solid white pavement markings. Each bay should be a minimum of 8 feet wide and the lengths of 20 feet for the end bays and 28 to 30 feet for the middle bays.
3. Install a Stop Line and "STOP" Sign a minimum of 20 feet before first loading bay.
4. Provide Sidewalk along loading area as shown.
5. Provide Visitor Parking as shown in the parking lot on the north side of the school. This includes at least 10 parking spaces, to be identified by installing "Visitor Parking" signs and/or pavement markings at the spaces to be assigned.
6. Provide Short Term Parking Spaces past the loading zone for parents who may need to take longer to load / unload their students.
7. Provide a High-Visibility Crosswalk where shown, with "Yield to Pedestrians" signage.
8. Provide wayfinding signs on Springfield Road (e.g., "Buses only", "Exit only", "Carpool Enter Here") to assist parents and visitors to locate the correct entrance.
9. Provide a "Please Don't Block Driveway" Sign in the Cul-De-Sac. A driveway to a residential unit is located on the east edge of the Cul-De-Sac.

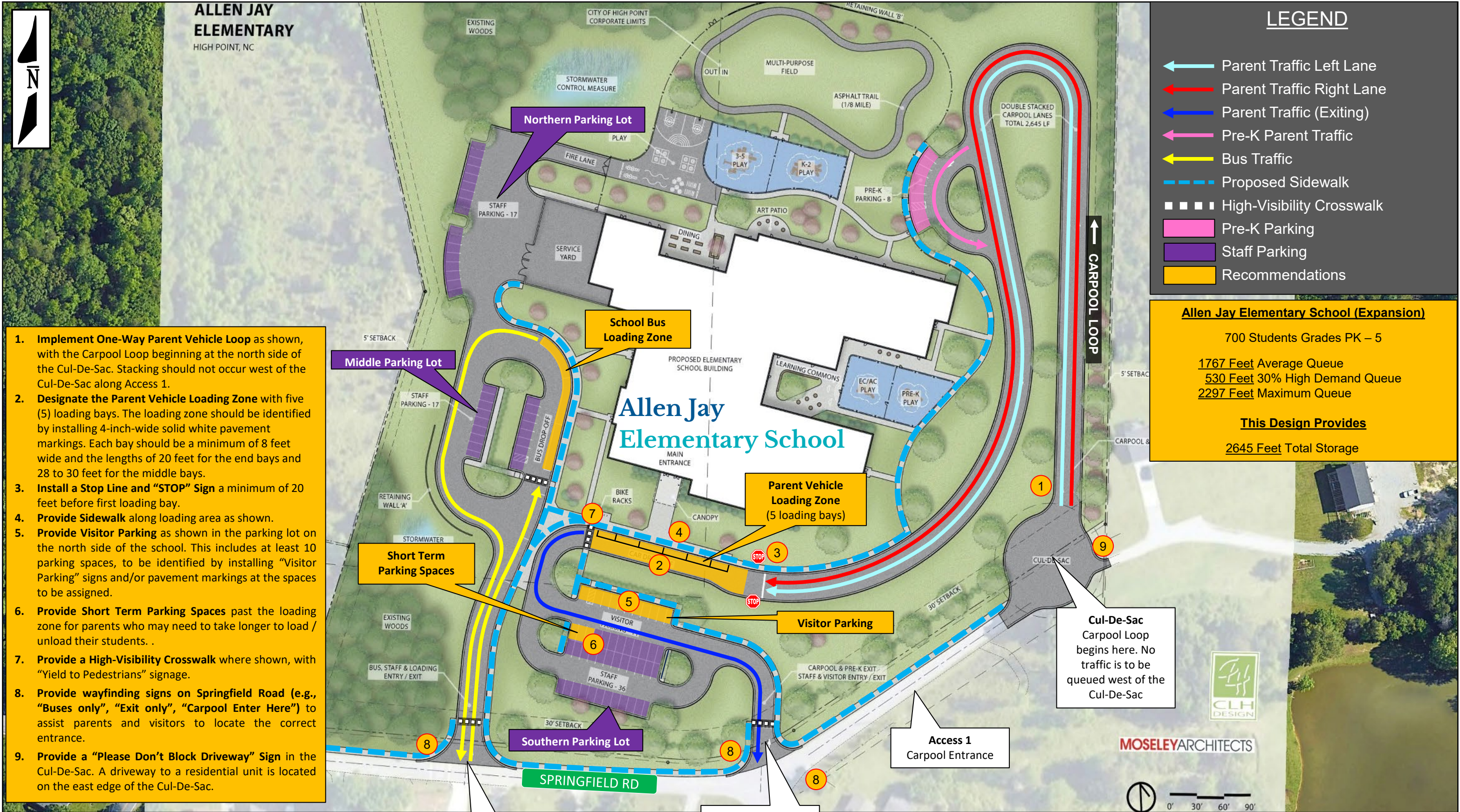
Information regarding the traffic management plan is shown and illustrated in Exhibit B.

Conclusion

Offsite improvements were identified in order to reduce anticipated delays and queues due to the projected school traffic. These improvements are summarized in Table A and illustrated in Exhibit C.

Table A – Summary of Recommended Improvements	
INTERSECTION	RECOMMENDATIONS
Springfield Road at Baker Road	No Improvements are recommended.
Springfield Road at Allen Jay Road	No Improvements are recommended.
Fairfield Road at Ingram Road	No Improvements are recommended.
Springfield Road and Existing Parent & Staff Access (Proposed Access 1) at Ingram Road & Existing Bus Access (Proposed Access 2)	Construct proposed accesses to HPDOT Standards.
Springfield Road at Proposed Access 3	Construct proposed access to HPDOT Standards.

In conclusion, a transportation impact analysis has been performed which has identified transportation improvements for Allen Jay Elementary School. With these recommendations in place, anticipated traffic volumes and queues can be accommodated. The recommendations and findings of this report should not be thought of as mandates for action. It is and will be the responsibility of Guilford County Schools to implement and/or construct any of the recommendations located within their property boundaries. Any recommendations or improvements located within the Department of Transportation roadway right-of-way will require consultation with the HPDOT. If participation needs to be considered, the following factors will be taken into account before any action is taken jurisdictional responsibility, availability of funds, and the priority placed on the improvements by the Department of Transportation relative to all other planned and programmed improvements in the area.



1. **Implement One-Way Parent Vehicle Loop** as shown, with the Carpool Loop beginning at the north side of the Cul-De-Sac. Stacking should not occur west of the Cul-De-Sac along Access 1.
2. **Designate the Parent Vehicle Loading Zone** with five (5) loading bays. The loading zone should be identified by installing 4-inch-wide solid white pavement markings. Each bay should be a minimum of 8 feet wide and the lengths of 20 feet for the end bays and 28 to 30 feet for the middle bays.
3. **Install a Stop Line and "STOP" Sign** a minimum of 20 feet before first loading bay.
4. **Provide Sidewalk** along loading area as shown.
5. **Provide Visitor Parking** as shown in the parking lot on the north side of the school. This includes at least 10 parking spaces, to be identified by installing "Visitor Parking" signs and/or pavement markings at the spaces to be assigned.
6. **Provide Short Term Parking Spaces** past the loading zone for parents who may need to take longer to load / unload their students. .
7. **Provide a High-Visibility Crosswalk** where shown, with "Yield to Pedestrians" signage.
8. **Provide wayfinding signs on Springfield Road** (e.g., "Buses only", "Exit only", "Carpool Enter Here") to assist parents and visitors to locate the correct entrance.
9. **Provide a "Please Don't Block Driveway" Sign** in the Cul-De-Sac. A driveway to a residential unit is located on the east edge of the Cul-De-Sac.

OTHER COMMENTS

All sidewalks, crosswalks, and curb cuts should comply with ADA standards.

Parking lots should be designed to safely accommodate pedestrians.

LEGEND

- Parent Traffic Left Lane
- Parent Traffic Right Lane
- Parent Traffic (Exiting)
- Pre-K Parent Traffic
- Bus Traffic
- Proposed Sidewalk
- High-Visibility Crosswalk
- Pre-K Parking
- Staff Parking
- Recommendations

Allen Jay Elementary School (Expansion)

700 Students Grades PK – 5

1767 Feet Average Queue
530 Feet 30% High Demand Queue
2297 Feet Maximum Queue

This Design Provides

2645 Feet Total Storage

Cul-De-Sac
Carpool Loop
begins here. No
traffic is to be
queued west of the
Cul-De-Sac

Access 1
Carpool Entrance

Access 2
Staff entrance/exit
& Carpool exit

Access 3
Buses & Staff
entrance and exit

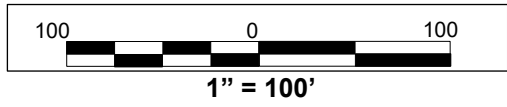


Exhibit A
On-Site Recommendations

Division 7	Guilford County	High Point, North Carolina
PREPARED BY: S. S.		REVIEWED BY: FA & DB
		REVISIONS:

All Traffic:

1. We strongly urge parents to adhere to the loading process and not to drop off or pick up students at unauthorized locations.
2. Do not use cell phones while in loading zone or staging area just before loading zone.
3. Yield to pedestrians at all crosswalks.
4. Please be patient and courteous with other parents, staff, and students.
5. Do not exceed the speed limit of 10 mph on campus.

Parents:

1. All parents shall enter at Access 1. Upon entry, parents should proceed to the Cul-De-Sac and make a left turn within the Cul-De-Sac to enter the Carpool Loop.
2. Parents must not stack along Access 1 west of the Cul-De-Sac, nor within the Cul-De-Sac.
3. After entering the Carpool Loop, parents must use both lanes (shown in the light blue and red arrows).
 - Pre-K Parents are encouraged to stay in the right lane once entering the Carpool Loop. Pre-K parents will turn right (as shown in the pink arrow) to enter the Pre-K pick-up/drop-off and parking area. Pre-K pick-up/drop-off and parking is located on the northeast corner of the school.
 - Pre-K parents exiting the pick-up/drop-off and parking area will enter back into the Carpool Loop and exit the campus at Access 2.
4. Proceed along Carpool Loop until you reach the "STOP" sign just before loading zone. Do not proceed into loading zone until instructed to do so by Queue Coordinator.
 - Queue Coordinator will instruct five drivers at a time to proceed into loading zone (5 spaces), balancing the wait time in each lane.
5. Once you pull into a loading zone space, students will enter / exit their vehicle. The Loading Zone Assistances will assist younger students. Parents should remain in their vehicles.
6. Do not exit loading area until instructed by the Loading Zone Leader, who will ensure loading zone is clear.
7. After exiting the loading area, parents will exit the campus at Access 2

Visitor Parking and Short-Term Parking

1. Those who wish to park and walk in with their students can use designated **Visitor Parking**, available in southern parking lot.
2. Those requiring additional time to drop off or pick up, such as those requiring a walking aid or with a school project, should be directed to **Short-term Parking**, also located in the southern parking lot

Early Release Policy:

- If parents need to check their students out early (e.g., appointments), they need to do so no less than 1 hour prior to the School's dismissal.

Buses:

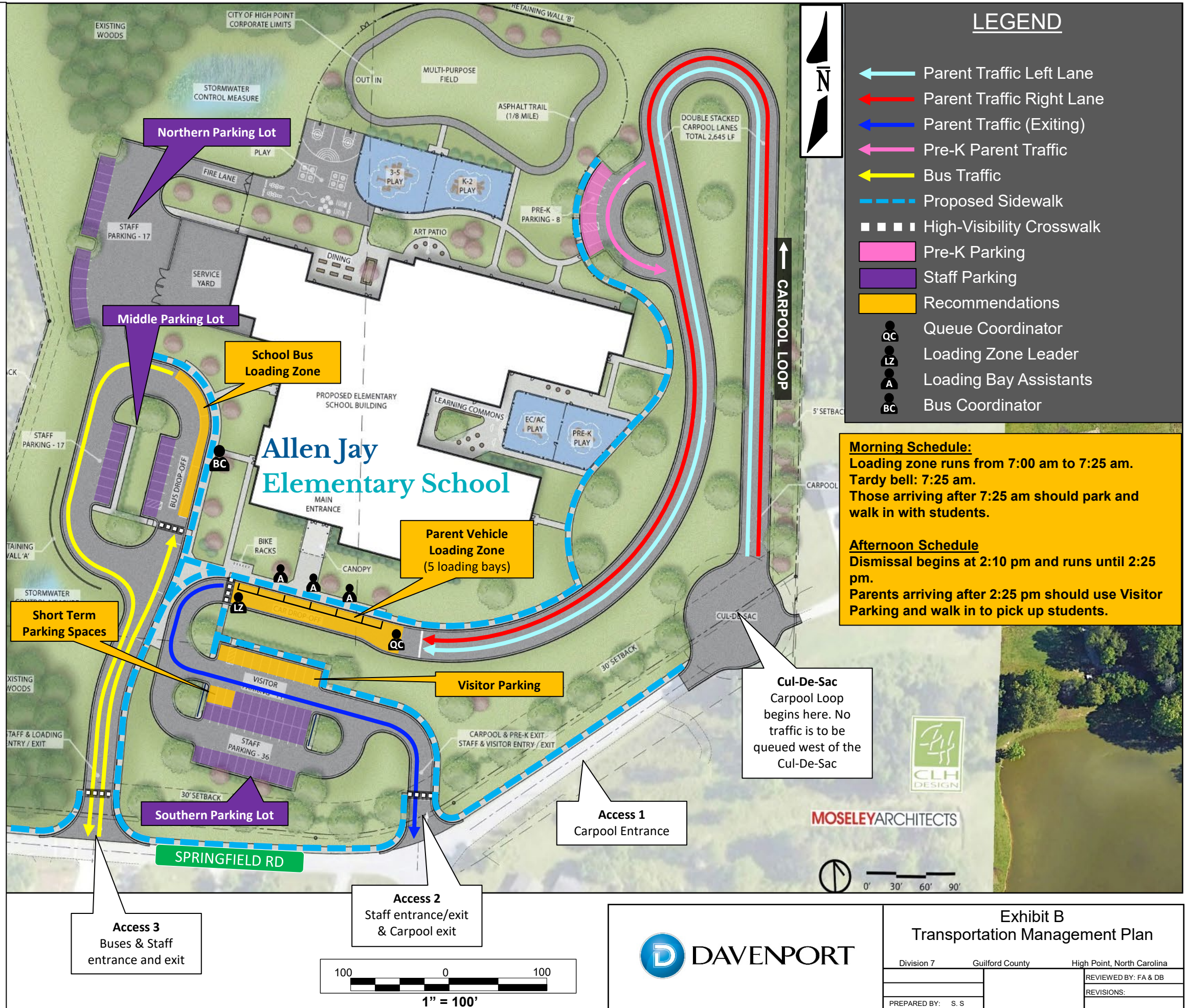
1. Buses will enter and exit campus at Access 3 along Springfield Road
2. Buses loading is located on the west side of the school.

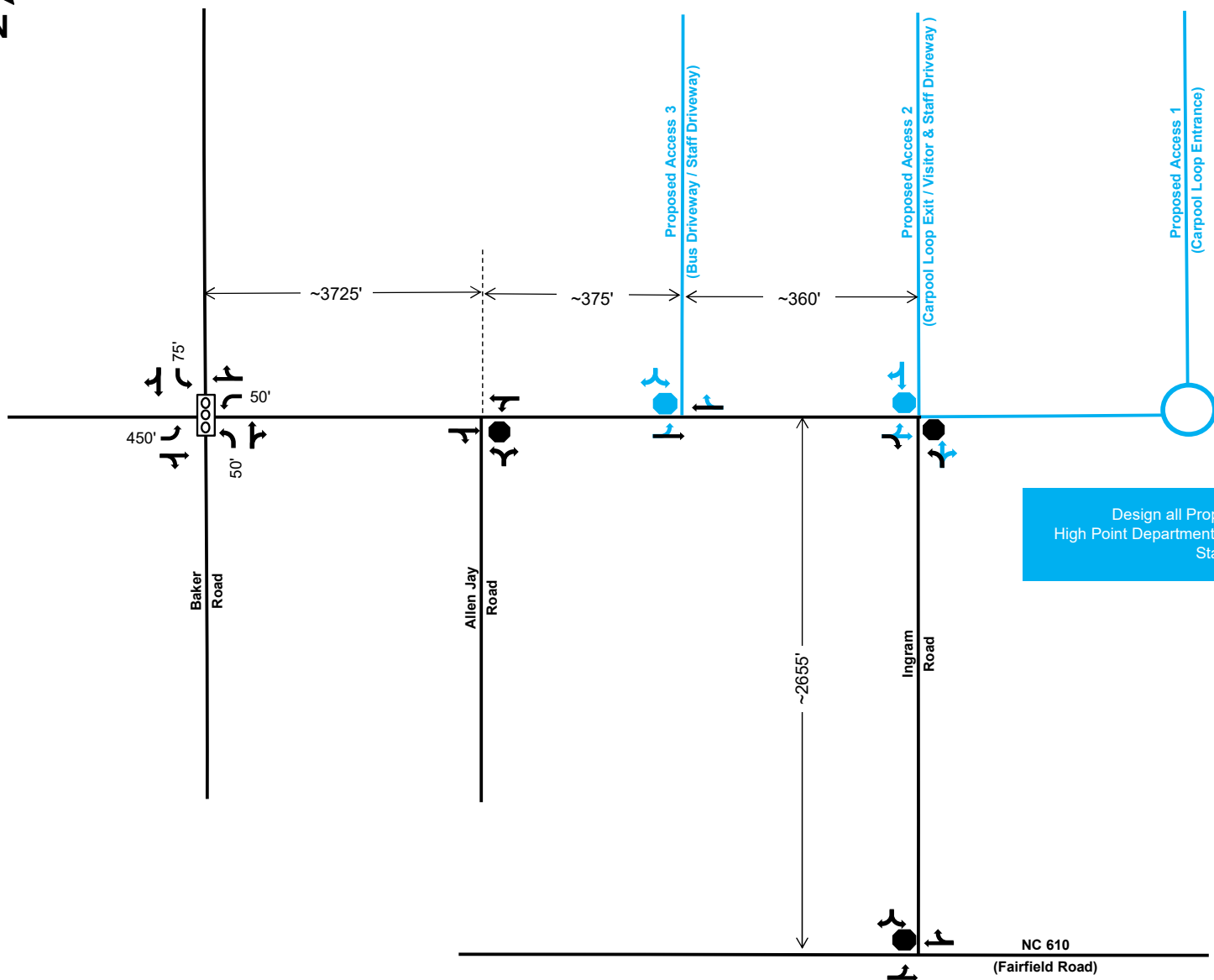
Staff:

1. Staff are expected to arrive at least 30 minutes prior to the morning bell and may depart once afternoon dismissal operations are finished.
2. Staff parking is available in northern, middle, and southern parking lots.

In Case of Emergency

- If there is an emergency while in the carpool lanes, call 911 and then the school office.





LEGEND	
	SIGNAL
	STOP
	CUL-DE-SAC
	ROADWAY
	TRAFFIC MOVEMENT
BLACK = EXISTING BLUE = PROPOSED	

*** NOT TO SCALE ***

** A minimum of 4 vehicles per hour is analyzed for each movement per NCDOT Congestion Management Guidelines.

This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of, or improper reliance on, this document by others without written authorization and adaptation by DAVENPORT, shall be without liability to DAVENPORT, and shall be a violation of the agreement between DAVENPORT and the client.

EXHIBIT C
RECOMMENDED
IMPROVEMENTS
(OFF-SITE)

ALLEN JAY
ELEMENTARY SCHOOL
HIGH POINT, NC

PROJECT NUMBER 240022

DAVENPORT

Study Methodology

In general, the analysis for this project was conducted utilizing GDOT and NCDOT MSTA standards. The following table contains a summary of the base assumptions:

Table 2 – Analysis Parameters	
Peak Hour Factor	0.50 for movements affected by school traffic only 0.75 for movements affected by both school and background traffic 0.90 for movements affected by background traffic only
Background Traffic Annual Growth Rate	2.0% per year for all roadways
Analysis Software	Synchro/SimTraffic Version 11.0
Truck percentages	2% for typical off-campus turning movements 20% for shared Bus and passenger vehicle only movements 100% for bus access only movements 0% for passenger vehicle only movements

Trip Generation

The trip generation potential for the proposed expanded school was computed using the NCDOT MSTA School Calculator spreadsheet, which is based on statewide data. Note that the numbers of staff and buses are estimated values based on the Calculator. The buses number (10) is considered conservative for traffic analysis purposes. The results are shown in Table 3 below and indicate an AM peak hour trip generation of 605 trips and a Dismissal peak hour trip generation of 360 trips.

Table 3 - MSTA Trip Generation										
Allen Jay Elementary School - Proposed Expansion										
Average Weekday Driveway Volumes				24-Hour Two-Way	Arrival (AM) Peak Hour			Dismissal (PM) Peak Hour		
Grade Level	School Population Group	Size	Method	Volume	Enter	Exit	Total	Enter	Exit	Total
Elementary	Students (Parent Vehicle Trips)	700	MSTA Calculator	862	256	256	512	175	175	350
	Staff	83	MSTA Calculator	166	83	0	83	0	0	0
	Buses	10	MSTA Calculator	20	10	0	10	0	10	10
				1,048	349	256	605	175	185	360

On-site Queue Storage and Internal Circulation

Parent Vehicle Queue

The on-site queue length associated with parent vehicles was projected based on the MSTA School Calculator (Version 04012021), using the “Public School” tab. Based on NCDOT MSTA typical standards, a 30% high demand day (HDD) adjustment factor was applied to the average queue of 1,767 feet to obtain a maximum queue length of 2,297 feet.

The site plan provides approximately 2,645 feet of queue storage, measured from the “STOP” bar in front of the loading zone back to the start of the Carpool Loop at the proposed cul-de-sac. This queue storage is accommodated with double stacking from the entrance of the Carpool Loop to the loading zone which is shown in Exhibit A. The available storage is adequate to contain the anticipated maximum queue length.

On-site recommendations include the following, which are also illustrated in Exhibit A:

1. Implement One-Way Parent Vehicle Loop as shown, with the Carpool Loop beginning at the north side of the Cul-De-Sac. Stacking should not occur west of the Cul-De-Sac along Access 1.
2. Designate the Parent Vehicle Loading Zone with five (5) loading bays. The loading zone should be identified by installing 4-inch-wide solid white pavement markings. Each bay should be a minimum of 8 feet wide and the lengths of 20 feet for the end bays and 28 to 30 feet for the middle bays.
3. Install a Stop Line and “STOP” Sign a minimum of 20 feet before first loading bay.
4. Provide Sidewalk along loading area as shown.
5. Provide Visitor Parking as shown in the parking lot on the north side of the school. This includes at least 10 parking spaces, to be identified by installing “Visitor Parking” signs and/or pavement markings at the spaces to be assigned.
6. Provide Short Term Parking Spaces past the loading zone for parents who may need to take longer to load / unload their students.
7. Provide a High-Visibility Crosswalk where shown, with “Yield to Pedestrians” signage.
8. Provide wayfinding signs on Springfield Road (e.g., “Buses only”, “Exit only”, “Carpool Enter Here”) to assist parents and visitors to locate the correct entrance.
9. Provide a “Please Don’t Block Driveway” Sign in the Cul-De-Sac. A driveway to a residential unit is located on the east edge of the Cul-De-Sac.



Transportation Management Plan

The Transportation Management Plan (TMP) for the School is illustrated in Exhibit B. This TMP can be supplemented with additional information, such as operating times, when this information is known.

Speed Limit

The recommended speed limit on campus is 10 mph.

Parent Vehicle Loading

1. All parents shall enter at Access 1. Upon entry, parents should proceed to the Cul-De-Sac and make a left turn within the Cul-De-Sac to enter the Carpool Loop.
2. Parents must not stack along Access 1 west of the Cul-De-Sac, nor within the Cul-De-Sac.
3. After entering the Carpool Loop, parents must use both lanes (shown in the light blue and red arrows).
 - Pre-K Parents are encouraged to stay in the right lane once entering the Carpool Loop. Pre-K parents will turn right (as shown in the pink arrow) to enter the Pre-K pick-up/drop-off and parking area. Pre-K pick-up/drop-off and parking is located on the northeast corner of the school. Pre-K parents exiting the pick-up/drop-off and parking area will enter back into the Carpool Loop and exit the campus at Access 2.
4. Proceed along Carpool Loop until you reach the "STOP" sign just before loading zone. Do not proceed into loading zone until instructed to do so by Queue Coordinator.
 - Queue Coordinator will instruct five drivers at a time to proceed into loading zone (5 spaces), balancing the wait time in each lane.
5. Once you pull into a loading zone space, students will enter / exit their vehicle. The Loading Zone Assistances will assist younger students. Parents should remain in their vehicles.
6. Do not exit loading area until instructed by the Loading Zone Leader, who will ensure loading zone is clear.
7. After exiting the loading area, parents will exit the campus at Access 2

Visitor Parking and Short-Term Parking

1. Those who wish to park and walk in with their students can use designated **Visitor Parking**, available in southern parking lot.
2. Those requiring additional time to drop off or pick up, such as those requiring a walking aid or with a school project, should be directed to **Short-term Parking**, also located in the southern parking lot



Early Release Policy

If parents need to check their children out early (e.g., appointments), they must do so no less than one (1) hour prior to the school's dismissal.

Buses:

1. Buses will enter and exit the campus at Access 3 along Springfield Road
2. Buses loading is located on the west side of the school.

Staff:

1. Staff are expected to arrive at least 30 minutes prior to the morning bell and may depart once afternoon dismissal operations are finished.
2. Staff parking is available in northern, middle, and southern parking lots.

Staff Requirement for Traffic Control

- Loading zone team (3 staff members): ensure safety and efficiency of loading and unloading process. The loading zone team shall also direct any vehicles that require additional time for loading to use short-term parking spaces located past the loading zone.
- Queue coordinator: This person is located at the "STOP" bar before the loading zone. This person shall direct parent drivers into the five (5) loading zone spaces, in groups of five (5) vehicles at a time, alternating between the two (2) queue lanes
- Bus Coordinator: This person ensures safe and efficient loading and unloading at the bus loading zone

Early Morning Drop-Off and Afterschool Activities

All before and after school activities shall be coordinated with the administration staff to determine if there is a conflict with any loading operations.

Pedestrian / Bicycle Operations

Pedestrians shall use sidewalks and crosswalks wherever provided. Bicyclists shall walk their bicycles on campus utilizing the sidewalks and crosswalks provided.

Parent / Student Handbook

The school's transportation management plan should be incorporated into the Parent / Student Handbook to educate parents and students on the arrival and dismissal traffic operations.

This Transportation Management Plan is illustrated in Exhibit B.

Citizens Information Meeting Report Zoning Map Amendment 25-04

Submitted by: Ms. Amanda Hodierne, Project Representative
for Guilford County Schools

**1311 E. Springfield Road
(Allen Jay Elementary School Site)
Summary of Neighborhood Communication**

As applicant for a conditional rezoning of the above referenced property, Guilford County Schools (GCS) conducted a neighborhood informational meeting on March 17, 2025. The meeting was held at the subject property, in the existing Allen Jay Elementary School cafeteria.

The applicant mailed letters to all property owners on the staff generated notification list (28 properties within 300 feet of the subject property). The letters were mailed on March 6, 2025 and explained the project and reason for the rezoning (and annexation) request, provided contact information for the GCS project representatives and invited all to attend our meeting on the 17th. Three neighbors attended the meeting.

The meeting was conducted by GCS project representatives. The team explained the annexation and rezoning process for the City of High Point and why these entitlements are necessary to proceed with the planned re-build of Allen Jay Elementary School. The team then shared the preliminary site plan for the re-build and detailed aspects of the new school development that will be improved from current conditions such as more on-site storage for vehicle stacking, the addition of stormwater management devices and increased student capacity.

The team also relayed some non-zoning information regarding construction timelines, anticipated completion date of late 2027 and management practices for any required temporary road closures during construction.

The remainder of the meeting was dedicated to question and answer. Questions and answers were as follows:

Q: Is all the existing Allen Jay School property being torn down?

A: Yes. The old buildings will be going through the abatement and demolition process. A new building will be built on top of the existing property with capacity for up to 700 students.

Q: What will happen with the Access Road to the house (1315 E Springfield Road)?

A: The access road will remain open throughout the construction process.

Q: Where is the new dumpster location? The current location of school dumpster pick up is conflicting with the neighbor's access road/gate.

A: The proposed location for the dumpster will be at the top left of the school property, which will be located far away from the public road.

Q: Is this going to be City of High Point School?

A: No. There are no City of High Point system schools, as Guilford County Schools is a consolidated system providing schools for all municipalities within Guilford County. The new Allen Jay Elementary School will continue to be a Guilford County School but the site is currently partially located in the City of High Point. The annexation aspect of this process is to bring the full site into the City of High Point just from a geographic and site jurisdiction standpoint.

Q: How can we prevent loitering around the school parking lots during after school hours once the construction is on-going or complete?

A: Additional camera and security system will be added during and after construction. GCS is also looking at installation of perimeter fencing to prevent outside vehicles entering site after hours.

MEMO



Dear Neighbor:

I am reaching out to you on behalf of Guilford County Schools (GCS). GCS is currently in the design phase for the rebuild of the Allen Jay Elementary School project located at 1311 E. Springfield Road in the City of High Point in Guilford County. During the initial due diligence phase of the design, it was determined that the corporate limits of the City of High Point do not include the entire property parcel. Due to this determination, Guilford County Schools must apply for annexation and rezoning of the entire property parcel.

We have applied to the City of High Point to annex the properties into the city and rezone it to Institutional Conditional Use in order to accommodate the planned school facility. GCS is excited to be in the implementation phase of the Facilities Master Plan and the granting of our request will enable GCS to proceed with this needed and exciting addition to our community's school district.

To provide information about our project and respond to any questions that you might have, we will host a neighborhood meeting on Monday, March 17, at 6:00 p.m. The meeting will be held at Allen Jay Elementary School. The address of the school is 1311 E. Springfield Road, High Point, NC 27263.

We look forward to hearing your thoughts and questions as we move through the annexation and rezoning process. Please feel free to contact me with any questions you have about this request. My phone number is 336-370-3490, or you can email me at SidesF@gcsnc.com.

The High Point Planning and Zoning Commission will meet to consider our request on Tuesday, April 22 at 6:00 p.m. The meeting is held in the Council Chambers, located on the third floor of the Municipal Building at 211 S. Hamilton Street, High Point, NC 27260.

Sincerely,

F. Gene Sides, Jr.

Exec. Director Planning, Design, & Construction

Citizen Information Meetings Overview

Persons filing certain development applications with the City of High Point are required to hold a citizen information meeting per standards of Section 2.3.3 of the City of High Points Development Ordinance. This requirement applies to applications for a Conditional Zoning District, Planned Development District, Special Use and a Zoning Map Amendment that proposes to establish a more intense zoning district.

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

The applicant's development proposal is officially presented, at a public hearing, to the Planning & Zoning Commission. Depending on the type of submittal or if the Planning and Zoning Commissions decision is appealed, some applications will go before the City Council for a final decision. At the public hearing, the presiding board will hear comments and concerns from citizens regarding the proposal prior to making decisions. The public hearing is not the preferred setting for citizens to learn about a development proposal for the first time. It may be difficult to gain a clear understanding of a proposal and offer well thought out comments during the relatively short time of a public hearing. The citizen information meeting is important in that it can provide basic information and allow communication with the applicant before the public hearing, so that citizens may informatively develop their comments and any concerns, and later present them at the public hearings for consideration.

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

Once the Citizens Information Meeting(s) are completed, the applicant will submit to the City a written report of the citizen information meeting(s). At a minimum, this report records:

- The date, time, and location of the meeting;
- The method and date of notification about the meeting;
- A list of landowners notified about the meeting;

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

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

After hearing public comments and considering the development proposal, the board holding their public hearing, decides what action should be taken on the proposal. Changes to the applicant's proposal can occur during this process in order to ensure consistency with City policy and development regulations, and to minimize expected impacts that can be generated by the development or use of the site.

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

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

Recipients of a public hearing notice may wish to share it with their neighbors whose property is more than 300 feet from the proposed zoning site. All interested citizens are strongly encouraged to contact the City's Planning & Development Department and visit the website below for additional information on the City's zoning process, and for information about specific development proposals.

Contact:

Planning & Development Department 336-883-3328

www.buildhighpoint.com



Surrounding Property Owners Mailing List (*parcels within 300 ft. of zoning site*)

AKHTAR, NAHEED;ASIF, MUHAMMAD
1203 E SPRINGFIELD RD
HIGH POINT, NC 27263

ANGELL, MICHAEL CHARLES;WELBORN, JENNIFER
M
1315 E SPRINGFIELD RD
HIGH POINT, NC 27263

BEDDINGTON, MARY T
2600 INGRAM RD
HIGH POINT, NC 27263

BEGUM, MUKHTIAR
2607 INGRAM RD
HIGH POINT, NC 27263

BEGUM, MUKHTIAR;FRAZ, DIL
2607 INGRAM RD
HIGH POINT, NC 27263

CHANTHAMMAVONG, SINANE;CHANTHAMMAVONG,
KHAMBOUANE
2601 INGRAM RD
HIGH POINT, NC 27263

FRIENDSHIP MISSIONARY BAPTIST CHURCH
715 W WILLIS AVE
HIGH POINT, NC 27260

FRITTS, MARK WILSON
1210 E SPRINGFIELD RD
HIGH POINT, NC 27263

GARCIA, JUANA;MARTINEZ, IGNACIO
908 GARNETT DR
HIGH POINT, NC 27263

GRADY, BILLIE F
2613 ALLEN JAY RD
HIGH POINT, NC 27233

GUILFORD COUNTY BOARD OF EDUCATION
712 N EUGENE ST
GREENSBORO, NC 27401

HEDRICK, WAYNE D;HEDRICK, WANDA R
2605 INGRAM RD
HIGH POINT, NC 27263

HIGH POINT BOWMAN LLC
13815 CINNABAR PL
HUNTERVILLE, NC 28078

HOLLINGSWORTH, TOMMY RAY
1206 E SPRINGFIELD RD
HIGH POINT, NC 27263

KAHN, SALEEM
2606 INGRAM RD
HIGH POINT, NC 27263

KHAN, ABID;ULLAH, SEHRIN
132 MAPLE AVE
BOONTON, NJ 07005

KHAN, HANIF;KHAN, AMINA
1208 E SPRINGFIELD RD
HIGH POINT, NC 27263

LANGSTON, KENNY RAY;SCHEER, CAROL LYNN
3908 CARROLL ST
ARCHDALE, NC 27263

MARTIN, JAMES L;MARTIN, SHIRLEY R
1730 JACKSON LAKE RD
HIGH POINT, NC 27263

MARTIN, SHIRLEY R;MARTIN, CHARLES
LARRY;MARTIN, JAMES TIMOTHY
1730 JACKSON LAKE RD
ARCHDALE, NC 27263

MCCALL, EDWARD E
1200 E SPRINGFIELD RD
HIGH POINT, NC 27263

MYRICK, RANDY D;MYRICK, NETTIE M
206 VIKING LN
LEXINGTON, SC 29073

NC DEPT OF TRANSPORTATION
PO BOX 14996
GREENSBORO, NC 27415

RAYMOND W CHAMBERS JR REAL ESTATE
HOLDINGS LLC
1708 HEATHCLIFF RD
HIGH POINT, NC 27262

ROBINSON, KATHLEEN F HEIRS;WAVEL PARRISH
HEWITT TRUST;PROCTOR, ROGER DALE JR
TRUSTEE
5855 UWHARRIE RD
HIGH POINT, NC 27263

SLOAN, BEN HARTLEY;SLOAN, BARBARA J
909 GARNETT DR
HIGH POINT, NC 27263

SMITH, DOUGLAS RAY;SMITH, MYRON
1204 E SPRINGFIELD RD
HIGH POINT, NC 27263

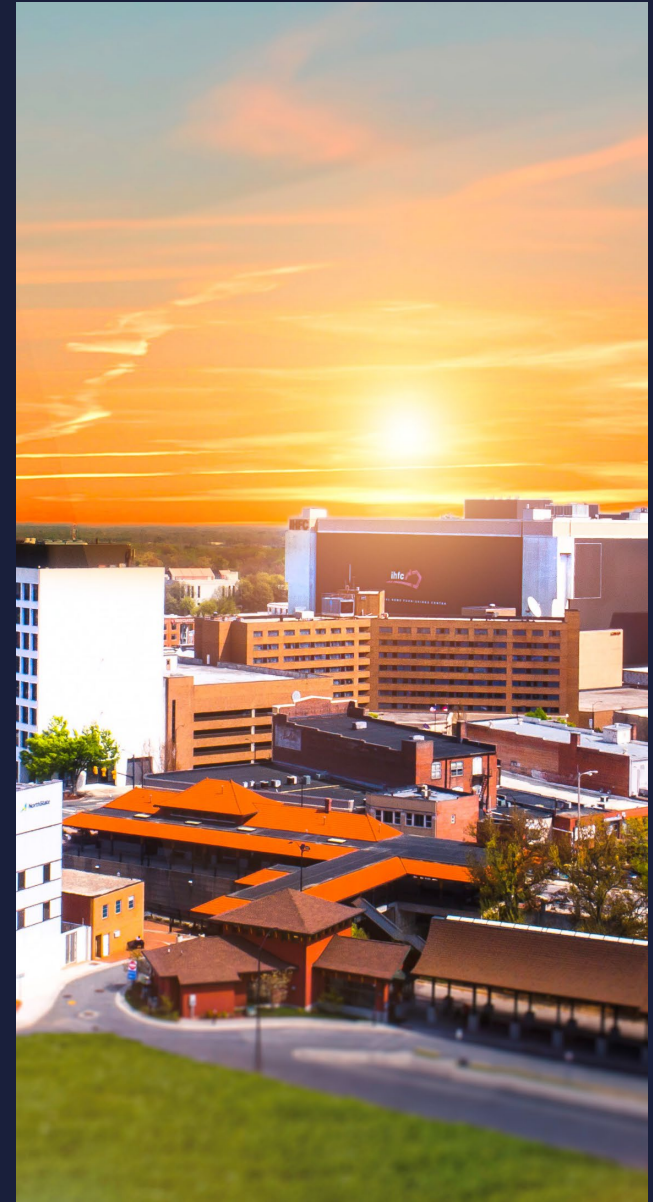
TAYLOR, JAMES S;CRAVEN, STEVEN J;TAYLOR,
RHONDA T
273 GEORGE CLYDE LN
HIGH POINT, NC 27262

THACH, NAM NGOC;TRAN, SUONG THI
2603 INGRAM RD
HIGH POINT, NC 27263



CITY COUNCIL PUBLIC HEARING

MAY 19, 2025





ANNEXATION CASE 25-01

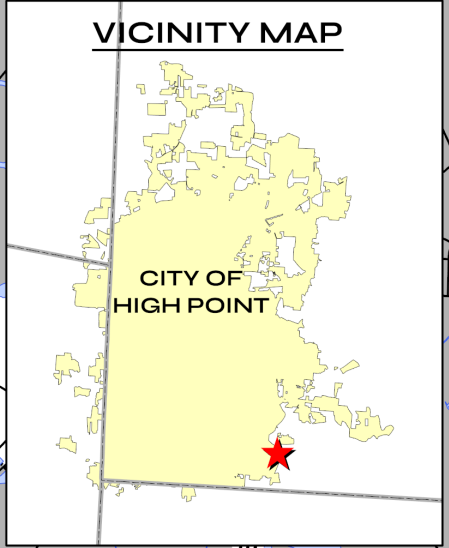
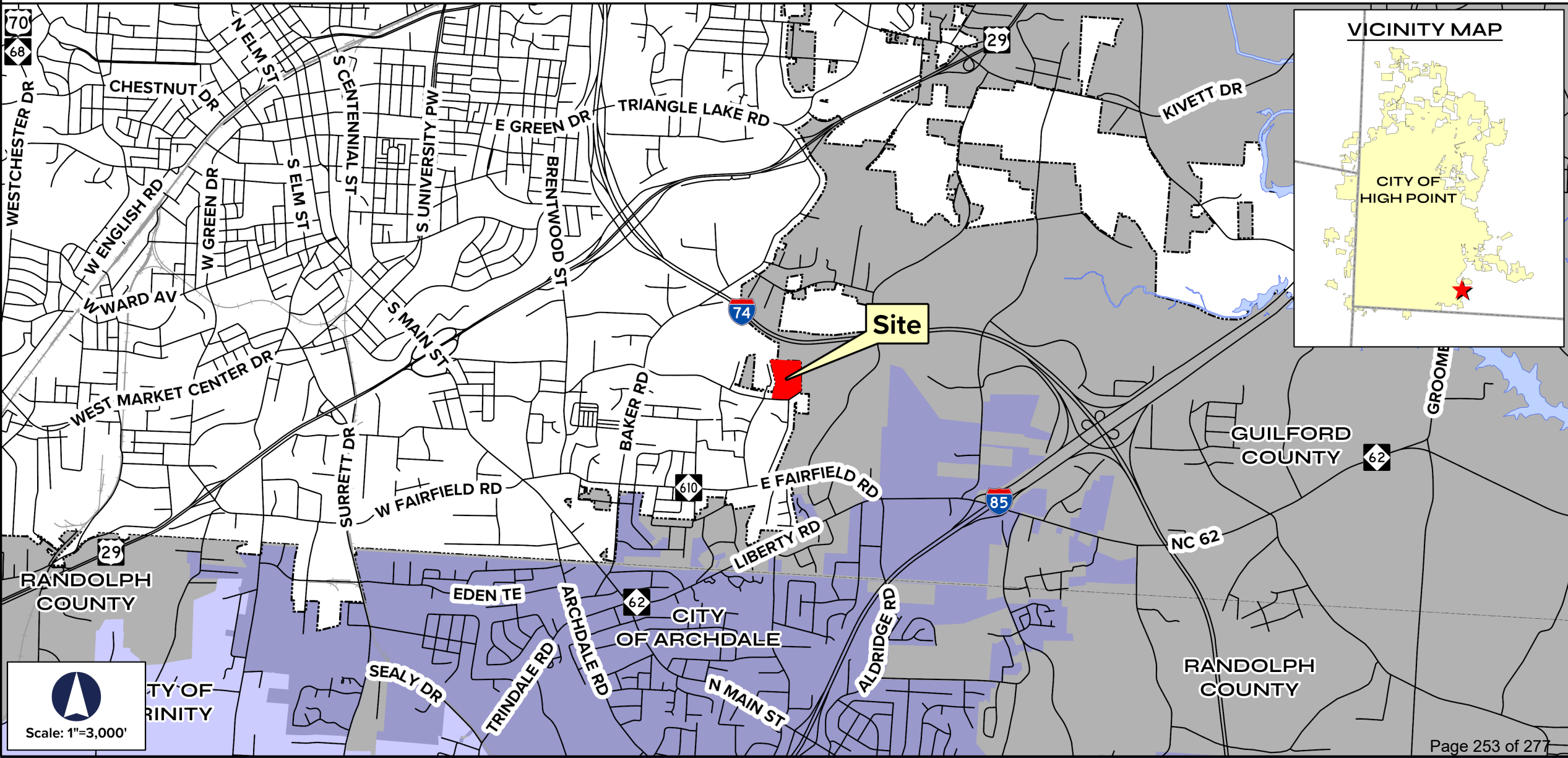
ZONING MAP AMENDMENT 25-04

Applicant: Guilford County Board of Education

**Location: The site lies north of the intersection of E. Springfield Road and Ingram Road
(1311 E. Springfield Road).**

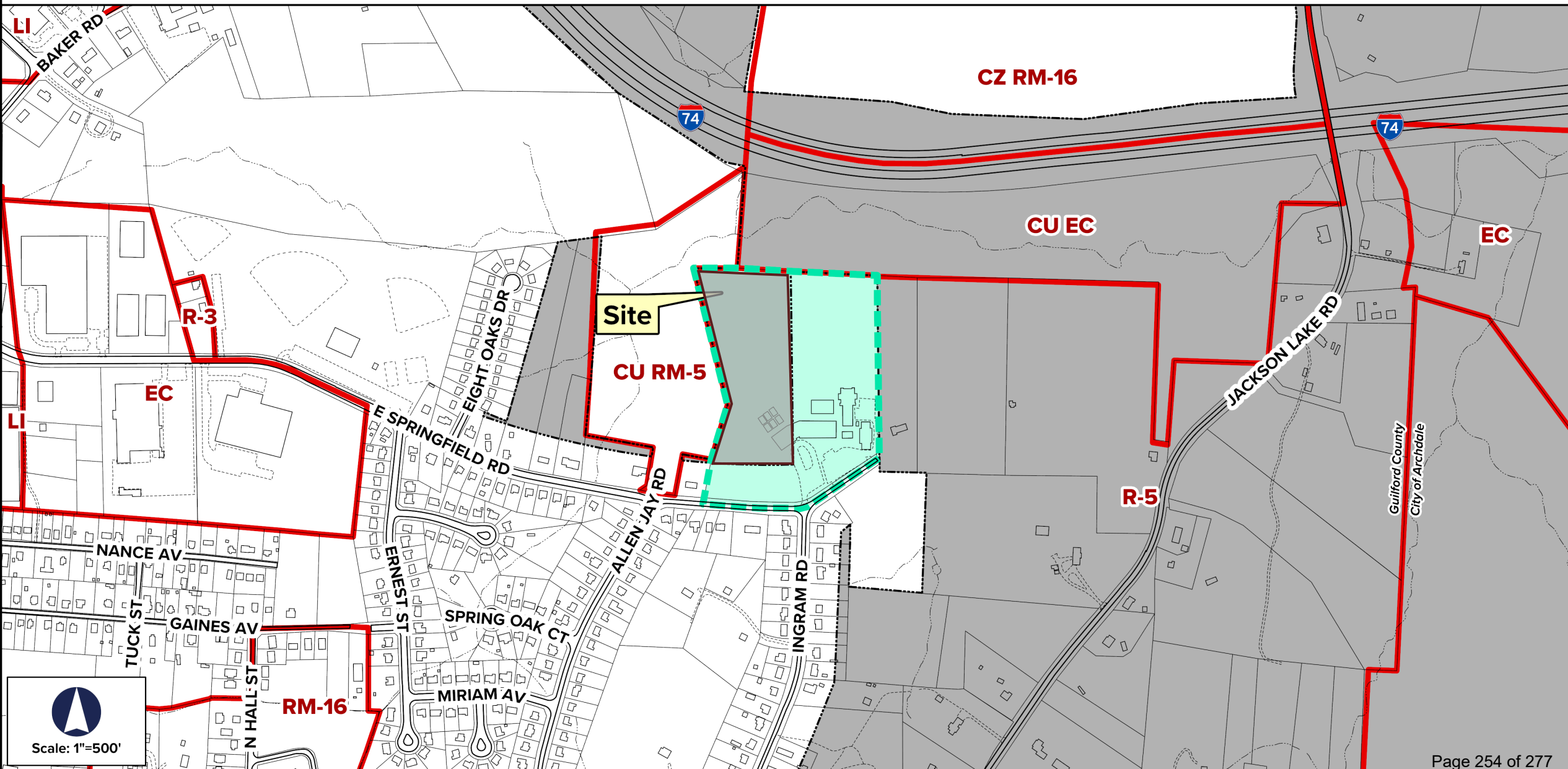
LOCATION MAP

ZONING MAP AMENDMENT: ZA-25-04
Applicant: Guilford County Schools

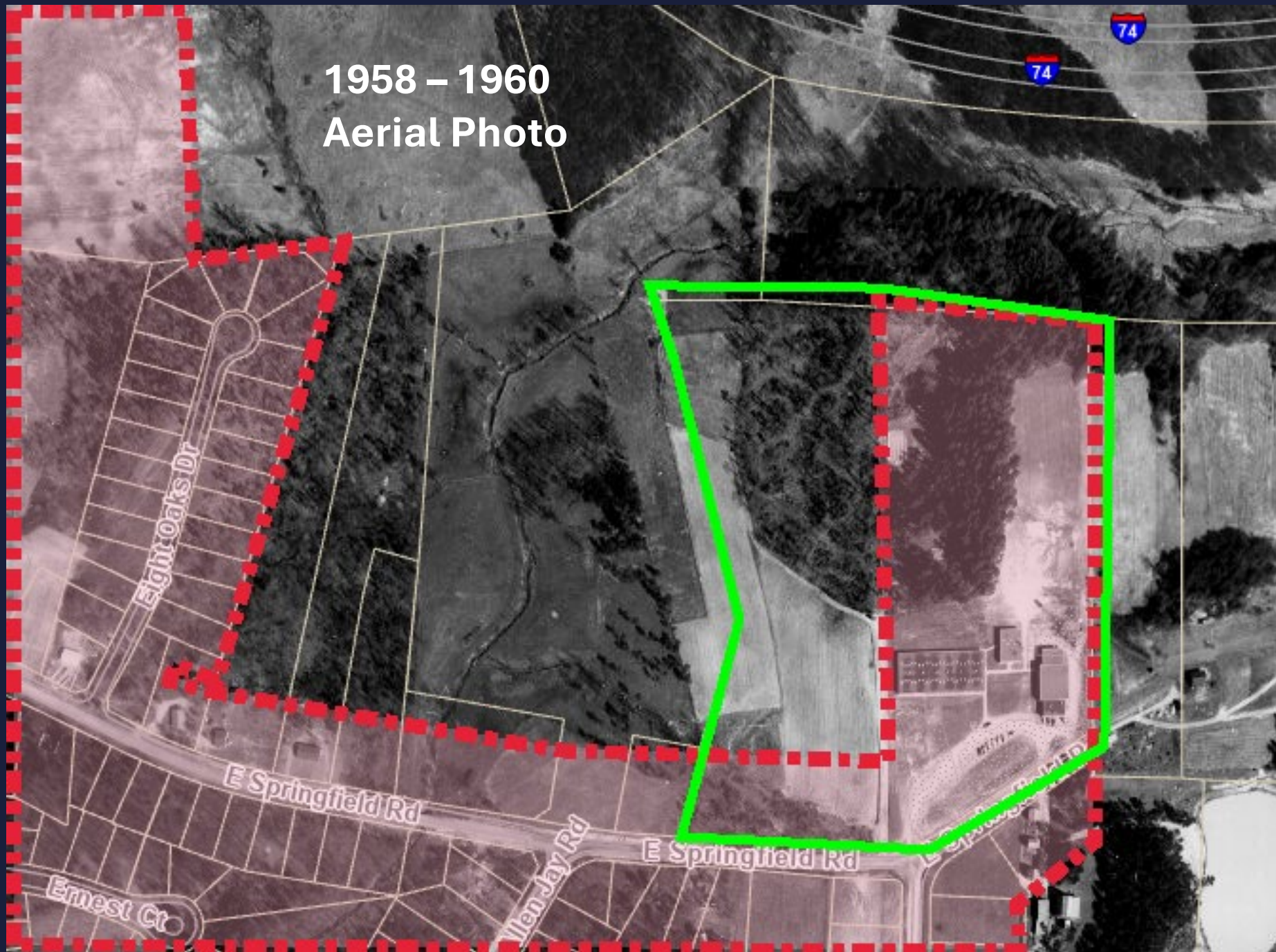


ZONING MAP AMENDMENT: ZA-25-04

ZONING MAP

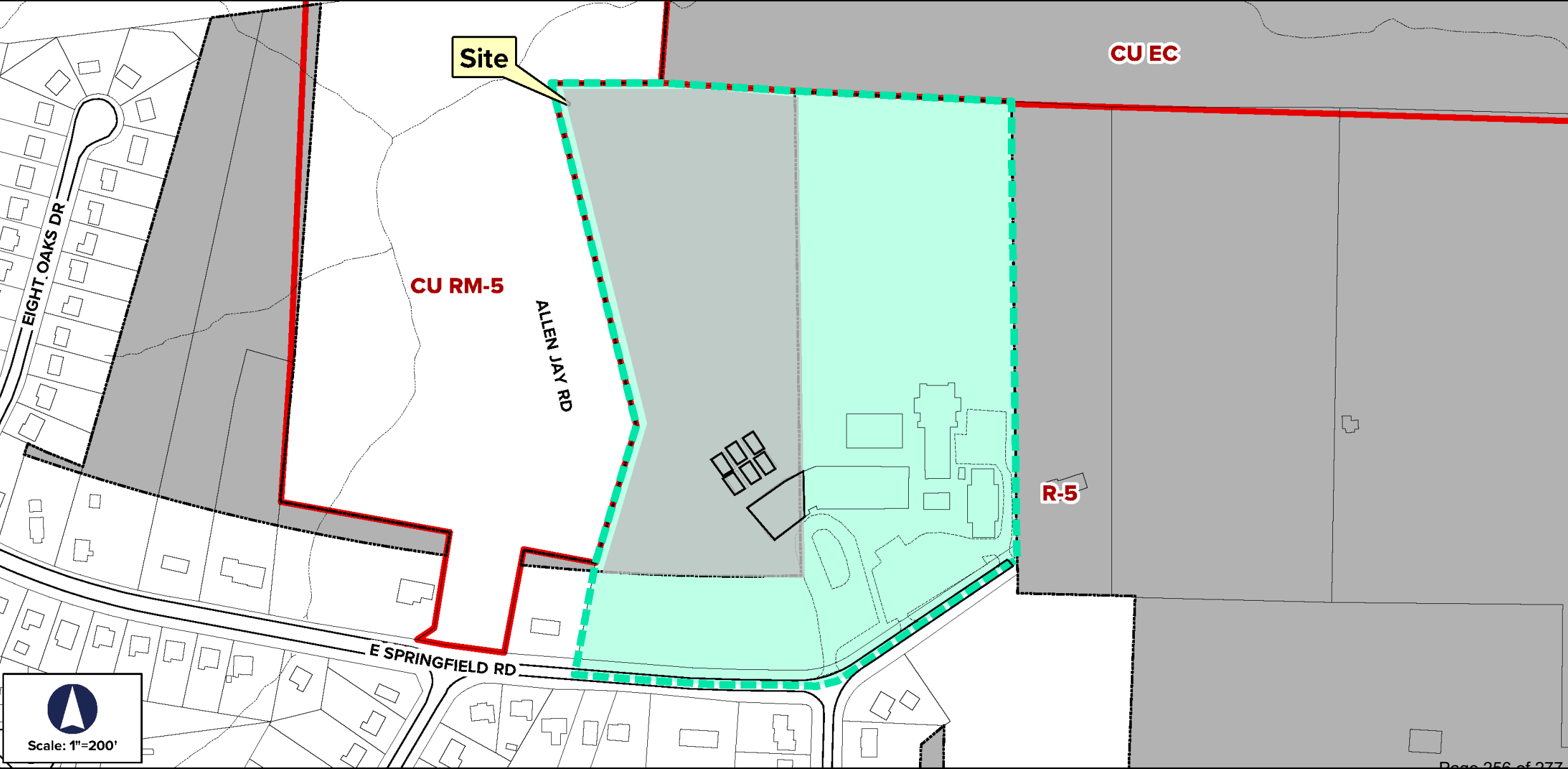


1958 – 1960
Aerial Photo



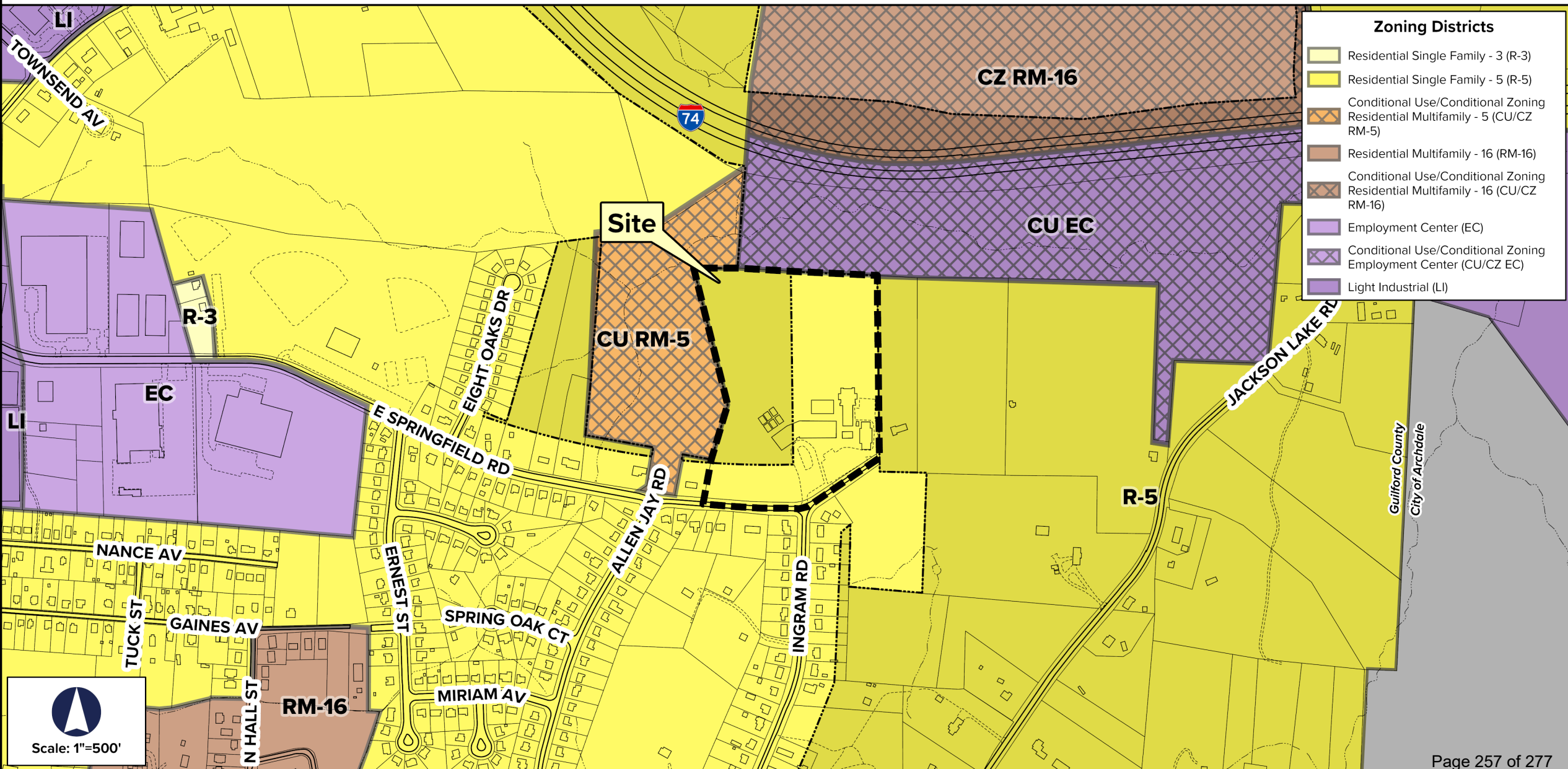
ZONING MAP AMENDMENT: ZA-25-04

ZONING MAP



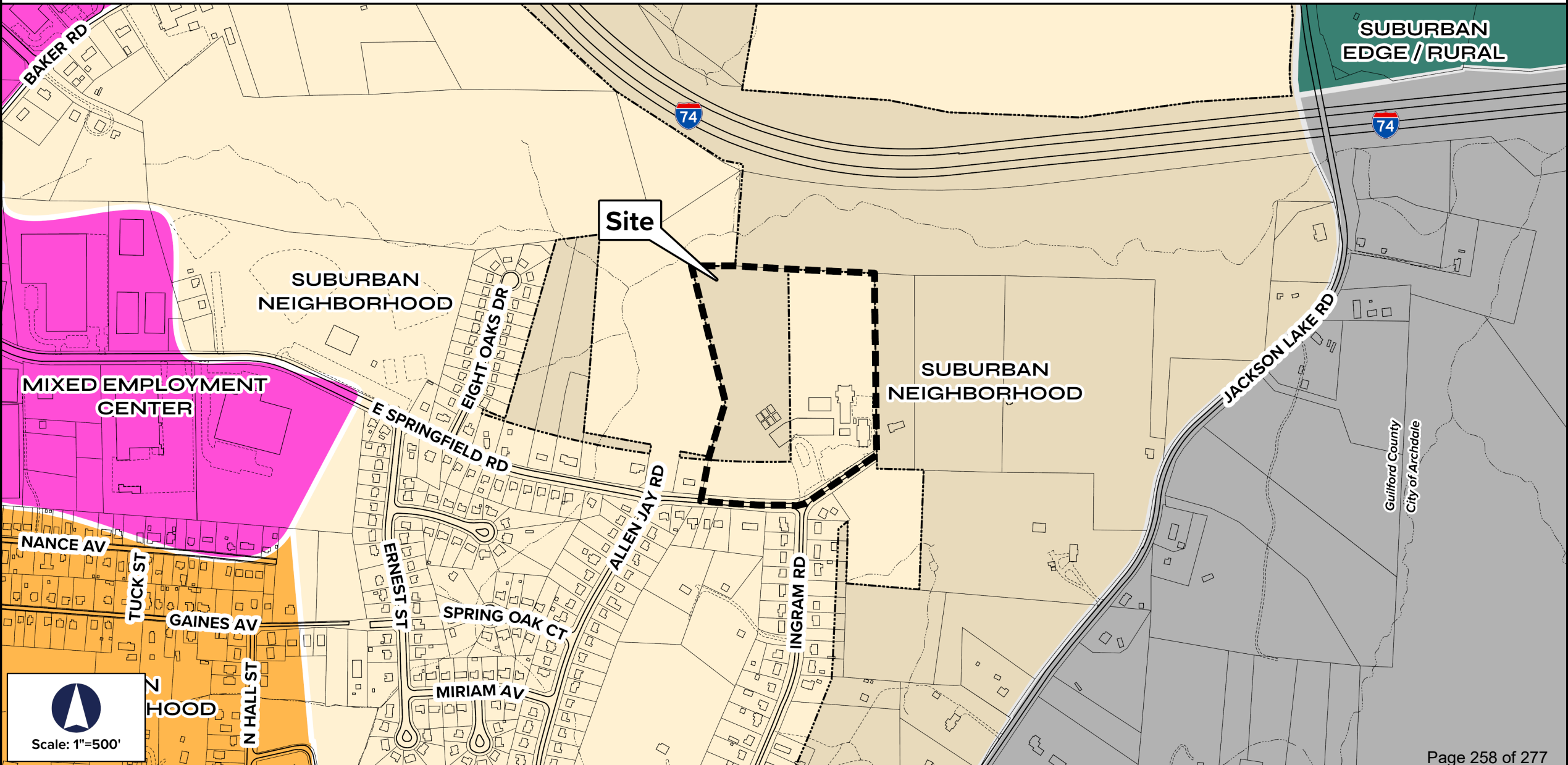
ZONING MAP AMENDMENT: ZA-25-04

COLOR-CODED ZONING MAP

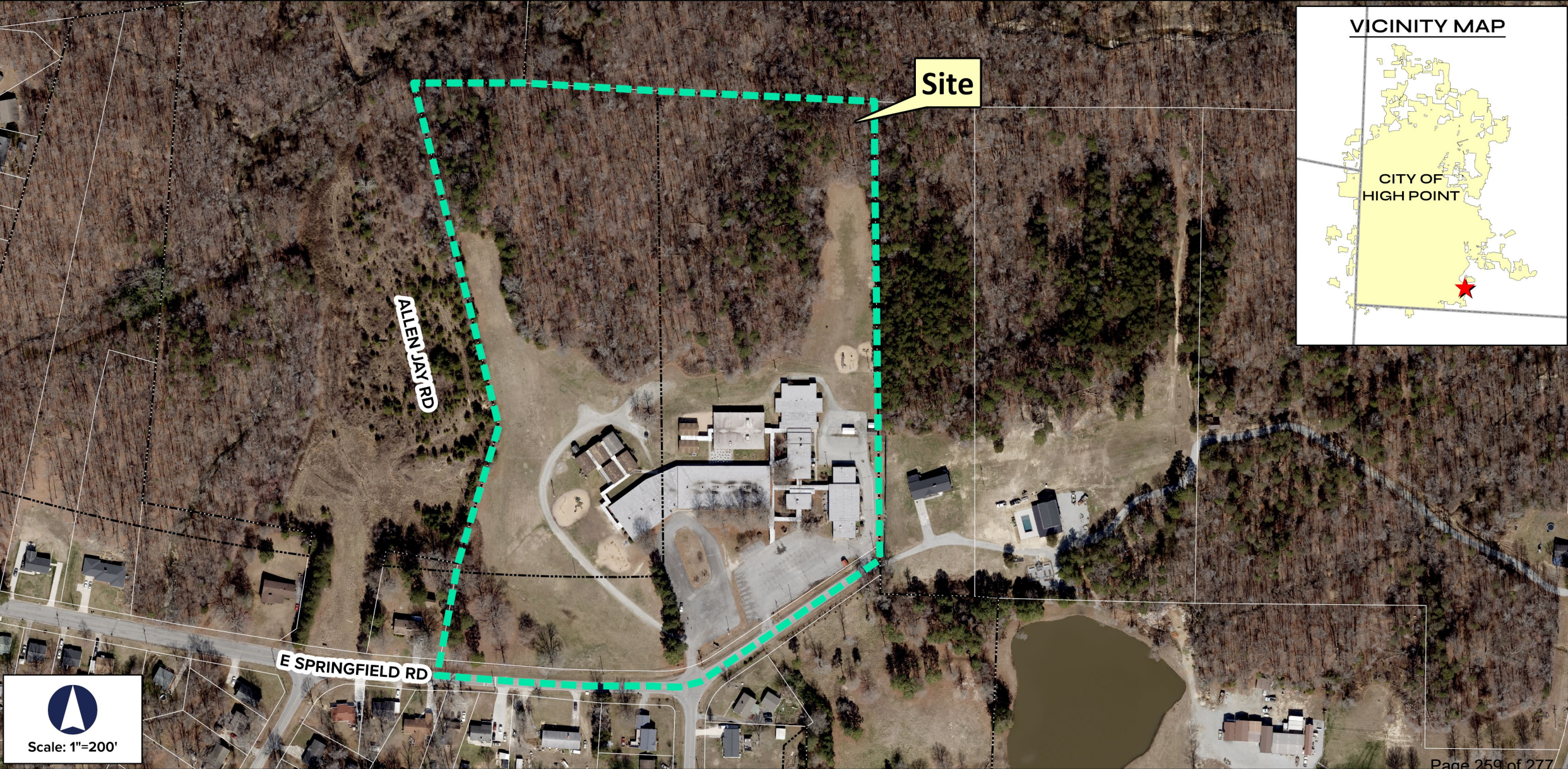


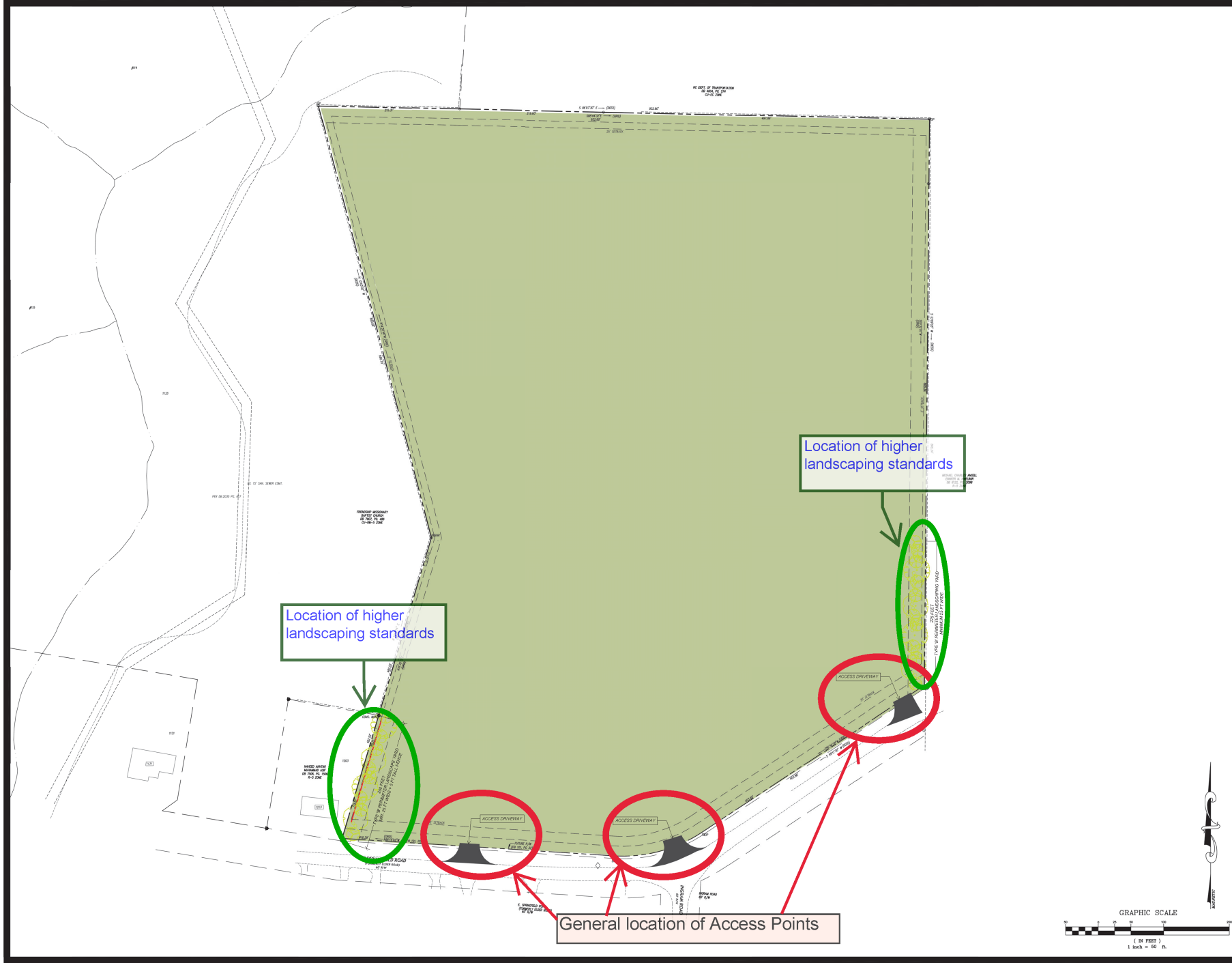
ZONING MAP AMENDMENT: ZA-25-04

PLACE TYPES MAP



ZONING MAP AMENDMENT: AERIAL PHOTOGRAPHY (FEB. 2024)





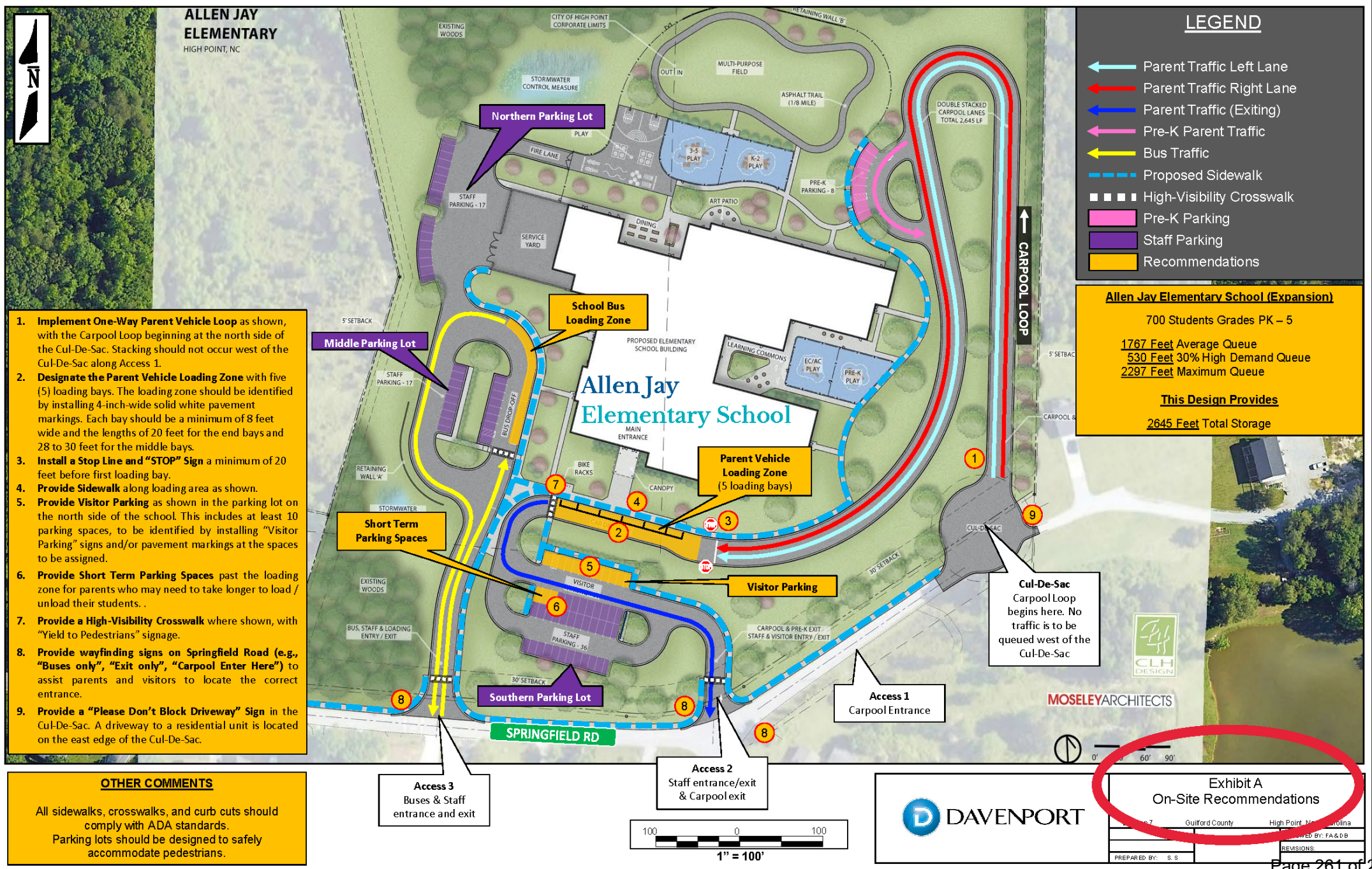
MOSELEYARCHITECTS
911 N. WEST STREET, SUITE 200, FALMOUTH, NORTH CAROLINA, 27603
PHONE: (919) 846-0081
MOSELEYARCHITECTS.COM

**PROGRESS
PRINT NOT FOR
CONSTRUCTION**

ALLEN JAY ELEMENTARY SCHOOL
GUILFORD COUNTY SCHOOLS
1311 E Springfield Rd, High Point, NC 27263

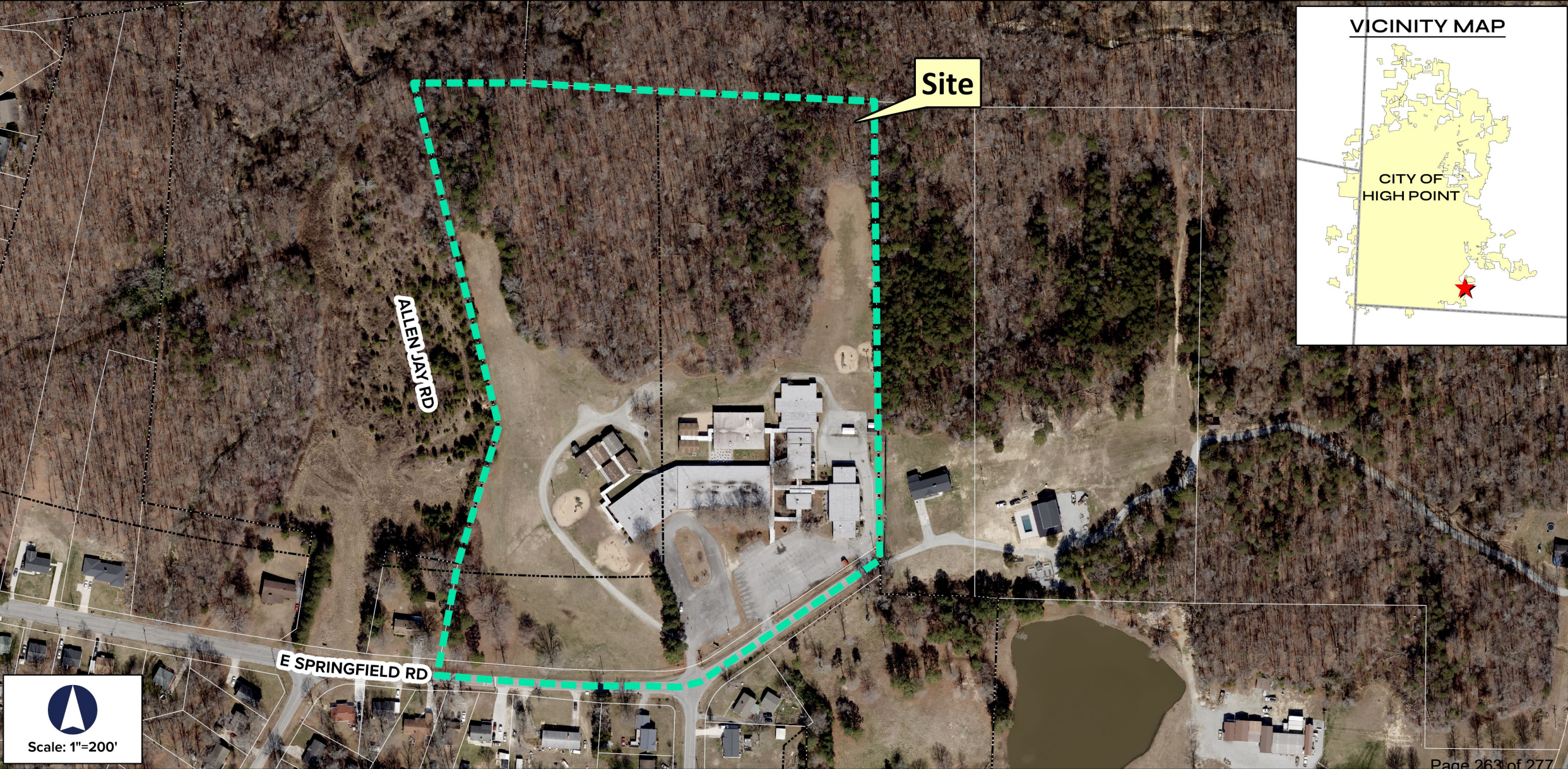
PROJECT NO: 22-116
DATE: FEBRUARY 13, 2025
REVISIONS
DATE DESCRIPTION
CLM PROJECT NO: 22-116

**CONDITIONAL
ZONING PLAN**



Page 262 of 277

ZONING MAP AMENDMENT: AERIAL PHOTOGRAPHY (FEB. 2024)





CITY OF
high
point.

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Bond Order Authorizing Issuance of Series 2025 Combined Enterprise System Revenue Bonds

FROM:
Bobby Fitzjohn
Financial Services Director

MEETING DATE:
May 19, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Bond Order

PURPOSE: To authorize the issuance and sale of up to \$41,200,000 Combined Enterprise System (water and sewer) Revenue Bonds in 2025 to fund water and sewer projects approved by City Council and that have recently been completed or are currently under contract.

BACKGROUND: The proposed financing provides up to \$41,200,000 for water and sewer projects, including but not limited to Waterview Pump Station improvements, Westside centrifuge replacement, expansion of Whites Mill Lift Station, the replacement of existing filters at the Ward Water Treatment Plant, and the replacement of Eastside Wastewater Treatment Plant UV disinfection system. Most of the identified projects are under contract or complete. The filter replacement project is currently out for bid.

These are necessary legal proceedings for the issuance of revenue bonds.

BUDGET IMPACT: The debt service on these bonds will be paid from Water and Sewer revenues.

RECOMMENDED ACTION REQUESTED: City Council is requested to approve the attached "Bond Order Authorizing the Sale and Issuance by The City of High Point, North Carolina of Not-To-Exceed \$41,200,000 Combined Enterprise System Revenue Bonds, Series 2025 and Authorizing the Execution and Delivery of Certain Documents in Connection Therewith."

EXTRACTS FROM MINUTES OF CITY COUNCIL

* * *

A regular meeting of the City Council of the City of High Point, North Carolina (the “*City Council*”) was duly held in the Council Chambers of the Municipal Building located at 211 South Hamilton Street in High Point, North Carolina, the regular place of meeting, at 5:30 p.m. on May 19, 2025:

Members Present:

Members Absent:

* * * * *
* * *

Councilmember _____ introduced the following resolution, a summary of which had been provided to each Councilmember, a copy of which was available with the City Clerk and which was read by title:

BOND ORDER AUTHORIZING THE SALE AND ISSUANCE BY THE CITY OF HIGH POINT, NORTH CAROLINA OF NOT-TO-EXCEED \$41,200,000 COMBINED ENTERPRISE SYSTEM REVENUE BONDS, SERIES 2025 AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH

WHEREAS, the City of High Point, North Carolina (the “*City*”) is authorized by The State and Local Government Revenue Bond Act, General Statutes of North Carolina, Section 159-80 *et seq.* (the “*Act*”) to issue, subject to the approval of the Local Government Commission of North Carolina (the “*Commission*”), at one time or from time to time, revenue bonds of the City for the purposes as specified in the Act;

WHEREAS, the City has heretofore entered into a Trust Agreement, dated as of November 1, 2004, as supplemented and amended (the “*Trust Agreement*”), with Wachovia Bank, National Association, the successor to which is currently U.S. Bank Trust Company, National Association), as trustee (the “*Trustee*”), authorizing the issuance of revenue bonds thereunder for the purpose of financing and refinancing the cost of improvements to the City’s Combined Enterprise System created thereunder;

WHEREAS, at a meeting held on May 5, 2025, the City Council (the “*City Council*”) of the City authorized the filing of an application with the Commission requesting approval of the issuance of not to exceed \$41,200,000 Combined Enterprise System Revenue Bonds, Series 2025 (or other appropriate designation) (the “*2025 Bonds*”) of the City for the purpose of providing funds, together with any other available funds, to (i) pay or reimburse the costs of acquiring, constructing and equipping various improvements to the City’s water and sanitary sewer systems, including, without limitation, improvements, repairs and upgrades at Eastside Wastewater Treatment Plant, Waterview Pump Station, Westside Wastewater Treatment Plant, Whites Mills Lift Station and Ward Water Plant (collectively, the

“2025 Project”) and (ii) pay the fees and expenses incurred in connection with the sale and issuance of the 2025 Bonds; and

WHEREAS, the City, by resolution, also requested the Commission to sell the 2025 Bonds at private sale without advertisement;

WHEREAS, the Commission is expected to approve the application of the City at its June 3, 2025 meeting for the issuance of the 2025 Bonds in accordance with G.S. 159-86;

WHEREAS, the City has determined to issue the 2025 Bonds in an aggregate principal amount not to exceed \$41,200,000 for the purpose of providing funds, together with any other available funds, to (1) pay or reimburse the costs of the 2025 Project and (2) pay the fees and expenses incurred in connection with the sale and issuance the 2025 Bonds.

WHEREAS, the City will issue the 2025 Bonds under the Trust Agreement and an Twelfth Supplement Trust Agreement, to be dated as of June 1, 2025 (the “*Twelfth Supplemental Trust Agreement*”) between the City and the Trustee;

WHEREAS, the City and the Commission have arranged for the sale of the 2025 Bonds to Wells Fargo Bank, National Association, and PNC Capital Markets LLC (the “*Underwriters*”), pursuant to the provisions of a Bond Purchase Agreement (hereinafter defined), at such prices determined by the Commission, subject to the approval thereof by the City;

WHEREAS, copies of the forms of the following documents relating to the transactions described above have been or will be filed with the City and are available to the City Council:

1. the Twelfth Supplemental Trust Agreement, including the form of the 2025 Bond set forth in an exhibit thereto;

2. the Bond Purchase Agreement to be dated as the date of delivery thereof (the “*Bond Purchase Agreement*”) among the Commission, the Underwriters and the City, related to the sale of the 2025 Bonds; and

1. the Preliminary Official Statement, to be dated as of the date of delivery thereof (the “*Preliminary Official Statement*”), relating to the offering and sale of the 2025 Bonds.

NOW, THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT, NORTH CAROLINA, AS FOLLOWS:

Section 1. Pursuant to the provisions of The State and Local Government Revenue Bond Act, as amended (the “*Act*”), particularly G.S. 159-88, the City hereby authorizes the issuance of the 2025 Bonds in an aggregate principal amount not to exceed \$41,200,000 for the purposes described above. The exact amount of 2025 Bonds to be issued shall be determined by the Financial Services Director of the City, or his designee, at the time the 2025 Bonds are sold and shall be an amount sufficient, together with any other available funds of the City, to (a) pay or reimburse the costs of the 2025 Project and (b) pay the fees and expenses incurred in connection with the sale and issuance of the 2025 Bonds. The 2025 Bonds shall mature at such times and in such amounts and be subject to redemption as shall be set forth in the Twelfth Supplemental Trust Agreement, subject to the provisions of this order.

The 2025 Bonds shall be issued as fully registered bonds in denominations of \$5,000 or any whole multiple thereof and shall be subject to provisions of the book-entry only system for registration of

the 2025 Bonds as set forth in the Twelfth Supplemental Agreement. Interest on the 2025 Bonds shall be payable on May 1 and November 1 of each year, beginning November 1, 2025, until the payment in full of the principal thereof. The final maturity of the 2025 Bonds shall not be later than November 1, 2050.

Capitalized words and terms used in this order and not defined herein shall have the same meanings given such words and terms in the Trust Agreement and the Twelfth Supplemental Trust Agreement.

Section 2. The proposal set forth in the Bond Purchase Agreement submitted by the Underwriters offering to purchase the 2025 Bonds at the aggregate purchase price and bearing interest at the rates determined by the Commission and approved by the City as hereinafter provided, such purchase price not to be less than 95% of the aggregate principal amount of the 2025 Bonds and such interest rates not to result in an aggregate true interest cost in excess of 6.00%, is hereby approved. The Commission is hereby requested to sell and award the 2025 Bonds to the Underwriters on behalf of the City, subject to the approval of the City, in accordance with the terms and provisions set forth in the Bond Purchase Agreement. The Mayor, the City Manager and the Financial Services Director of the City are each hereby designated to approve on behalf of the City the sale of the 2025 Bonds to the Underwriters at such interest rates, for such purchase price and upon such terms and conditions as the Mayor, the City Manager or Financial Services Director shall determine, subject to the provisions of this order. The Mayor, the City Manager and the Financial Services Director of the City are each hereby authorized and directed in the name and on behalf of the City to execute and deliver the Bond Purchase Agreement in substantially the form presented, together with such modifications as the Mayor, the City Manager or the Financial Services Director, with the advice of counsel, may deem necessary and appropriate, such execution and delivery to be conclusive evidence of the approval and authorization in all respects of the form and content thereof.

Section 3. The 2025 Bonds, together with any other obligations secured on a parity therewith pursuant to the provisions of the Trust Agreement, shall be secured on a parity basis by a pledge, charge and lien upon the Net Receipts and the money and Investment Obligations held in the accounts and subaccounts of the Bond Fund in the manner and to the extent provided in the Trust Agreement and the Twelfth Supplemental Trust Agreement. Neither the credit nor the taxing power of the State of North Carolina or the City are pledged for the payment of the principal of, premium, if any, or interest on the 2025 Bonds and no holder of the 2025 Bonds has the right to compel the exercise of the taxing power by the State of North Carolina or the City or the forfeiture of any of its property in connection with any default thereon.

Section 4. The form and content of the Twelfth Supplemental Trust Agreement are hereby in all respects approved and confirmed, and the Mayor, the City Manager or the Financial Services Director and the City Clerk or any assistant or deputy City Clerk, or anyone serving in such capacity, and their respective designees (the “*Authorized Officers*”) are hereby authorized, empowered and directed to execute and deliver the Twelfth Supplemental Trust Agreement for and on behalf of the City, including necessary counterparts, in substantially the form and content presented to the City, but with such changes, modifications, additions, or deletions therein as shall to them seem necessary, desirable, or appropriate, their execution thereof to constitute conclusive evidence of their approval of any and all such changes, modifications, additions, or deletions therein, and that from and after the execution and delivery of the Twelfth Supplemental Trust Agreement, the Authorized Officers are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Twelfth Supplemental Trust Agreement as executed. The Trustee is hereby appointed as Bond Registrar under the Trust Agreement and the Twelfth Supplemental Agreement.

Section 5. The Preliminary Official Statement relating to the offering for sale of the 2025 Bonds is hereby approved. The distribution of the Preliminary Official Statement in connection with the offering for sale of the 2025 Bonds by the Underwriters is hereby authorized and approved. The City authorizes and consents to the preparation and distribution of a final Official Statement, in substantially the form of the Preliminary Official Statement, together with such changes as are necessary to reflect the final terms of the 2025 Bonds. The Mayor, the City Manager and the Financial Services Director are each hereby authorized and directed to deliver the final Official Statement, in substantially the form of the Preliminary Official Statement, together with such modifications as such officers, with the advice of counsel, may deem necessary and appropriate, such delivery to be conclusive evidence of the approval and authorization in all respects of the form and content thereof.

Section 6. The City Manager and the Financial Services Director are each hereby authorized to execute a no-arbitrage certificate in order to comply with Section 148 of the Internal Revenue Code of 1986, as amended, and the applicable Income Tax Regulations thereunder.

Section 7. No stipulation, obligation or agreement herein contained or contained in the 2025 Bonds, the Twelfth Supplemental Trust Agreement or any other instrument related to the issuance of the 2025 Bonds shall be deemed to be a stipulation, obligation or agreement of any officer, agent or employee of the City in his or her individual capacity, and no such officer, agent or employee shall be personally liable on the 2025 Bonds or be subject to personal liability or accountability by reason of the issuance thereof.

Section 8. The Authorized Officers, or their respective designees, are hereby authorized, empowered, and directed to do any and all other acts and to execute any and all other documents, which they, in their discretion, deem necessary and appropriate in order to consummate the transactions contemplated by this Bond Order, the Twelfth Supplemental Trust Agreement and the Bond Purchase Agreement; except that none of the above will be authorized or empowered to do anything or execute any document which is in contravention, in any way, of (a) the specific provisions of this Bond Order, (b) the specific provisions of the Twelfth Supplemental Trust Agreement and the Bond Purchase Agreement, (c) any agreement to which the City is bound, (d) any rule or regulation of the City, or (e) any applicable law, statute, ordinance, rule, or regulation of the United States of America or the State of North Carolina.

Section 9. From and after the execution and delivery of the documents hereinabove authorized, the Authorized Officers, or their respective designees, are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed, and are further authorized to take any and all further actions to execute and deliver any and all other documents as may be necessary in the issuance and on-going administration of the 2025 Bonds and the execution and delivery of the documents described in this order.

The Authorized Officers, or their respective designees, are hereby authorized and directed to prepare and furnish, when the 2025 Bonds are issued, certified copies of all the proceedings and records of the City relating to the 2025 Bonds and such other affidavits, certificates, and documents as may be required to show the facts relating to the legality and marketability of the 2025 Bonds as such facts appear on the books and records in such party's custody and control or as otherwise known to them; and all such certified copies, certificates, affidavits, and documents, including any heretofore furnished, will constitute representations of the City as to the truth of all statements contained therein.

This order also constitutes the resolution referred to in Section 2.08 of the Trust Agreement approving the award of the 2025 Bonds by the Commission and directing the authentication and delivery of the 2025 Bonds to or upon the order of the purchasers therein named upon payment of the purchase price therefor plus the accrued interest thereon, if any.

Section 10. All acts and doings of the Authorized Officers, or their respective designees, that are in conformity with the purposes and intents of this Bond Order and in the furtherance of the issuance of the 2025 Bonds and the execution, delivery, and performance of the documents described in this order are hereby in all respects approved and confirmed. Any provision in this Bond Order that authorizes more than one officer of the City to take certain actions shall be read to permit such officers to take the authorized actions either individually or collectively.

Section 11. If any one or more of the agreements or provisions herein contained is held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or for any reason whatsoever is held invalid, then such covenants, agreements, or provisions are null and void and separable from the remaining agreements and provisions and do not in any way affect the validity of any of the other agreements and provisions hereof or of the 2025 Bonds authorized hereunder.

Section 12. The proceeds from the sale of the 2025 Bonds, and other available funds of the City, shall be deposited in accordance with the Twelfth Supplemental Trust Agreement.

Section 13. All resolutions or parts thereof of the City Council in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 14. This Bond Order is effective immediately on its adoption and pursuant to Section 159-88 of the General Statutes of North Carolina, as amended, need not be published or subjected to any procedural requirements governing the adoption of ordinances or resolutions by the City other than the procedures set out in the Act.

PASSED, ADOPTED AND APPROVED this 19th day of May, 2025.

Cyril Jefferson, Mayor

ATTEST:

Sandra Keeney, City Clerk

STATE OF NORTH CAROLINA)
) ss:
CITY OF HIGH POINT)

I, Sandra Keeney, City Clerk of the City of High Point, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of so much of the proceedings of the City Council as it relates to an order entitled “**BOND ORDER AUTHORIZING THE SALE AND ISSUANCE BY THE CITY OF HIGH POINT, NORTH CAROLINA OF NOT-TO-EXCEED \$41,200,000 COMBINED ENTERPRISE SYSTEM REVENUE BONDS, SERIES 2025 AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH**” duly adopted by the City Council of the City of High Point, North Carolina, at a meeting held on the 19th day of May, 2025 and that such proceedings are to be recorded in the minute books of said City Council.

WITNESS my hand and the seal of the City of High Point, North Carolina, this the ____ day of _____, 2025.

Sandra Keeney, City Clerk
City of High Point, North Carolina

(SEAL)

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of an Appointment to the High Point Economic Development Board of Directors

FROM:
Cyril Jefferson, Mayor

MEETING DATE:
May 19, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Application

PURPOSE: To confirm the appointment of Jane Liebscher to the High Point Economic Development Board of Directors.

BACKGROUND: Mayor Jefferson is recommending the appointment of Jane Liebscher to the High Point Economic Development Board of Directors to fill an unexpired term. Term will be effective immediately and expires on December 31, 2025.

BUDGET IMPACT: N/A

RECOMMENDED ACTION REQUESTED: City Council is requested to confirm Mayor Jefferson's recommendation to appoint Jane Liebscher to the High Point Economic Development Board of Directors to fill an unexpired term. The appointment will be effective immediately and will expire on December 31, 2025.

Boards and Commissions Application

Purpose
Use this form to apply to be a member of a board or committee.

Eligibility
Must be 18 years old or older.

Documents
A resume is recommended as a supporting document to fill out this application.

All appointments to City Boards and Commissions are made by the Mayor and City Council.

Are you 18 years old or older?	Yes
--------------------------------	-----

About You

First Name	Jane
Last Name	Liebscher
Email Address	jane.liebscher@unitedwayhp.org
Address	6004 Westhaven Lane
City	Trinity
State	NC
ZIP Code	27370
Primary Phone Number	3368800565
Alternate Phone Number	3368990874
Employer	United Way of Greater High Point
Gender	Female

Interests & Experiences

Which board would you like to apply for?	Economic Development Corporation
Ward you reside in?	I reside in Randolph County.
Please list any work, volunteer, and/or educational experience	I have been with United Way of Greater High Point for 19 years and have served as President/CEO since 2019.

that you would like us to consider
in the review of your application.

Have you participated in Leadership High Point?

Yes

Please list the year in which you participated in Leadership High Point: 2009

Conclusion

Signature Agreement

By affixing your signature in the box below, you agree that such signature will be the electronic representation of your signature to be valid and binding upon you for all purposes when you (or your agent) affix below, including on legally binding contracts, just the same as a hand-written signature.

Signature



Thank you for providing this information. After clicking 'Submit' you will receive a Submission ID number that can be retained for future reference.

You will be updated by our staff, if necessary, as your submission is processed.

Have a great day!

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of Reappointments to the Board of Adjustment

FROM:
City Clerk's Office

MEETING DATE:
May 19, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
None

PURPOSE: To confirm the reappointments of Nho Bue (Alternate Member) and Matt Witmeyer (Member) to the Board of Adjustment

BACKGROUND: Mayor Jefferson is recommending the reappointment of Nho Bue (Alternate Member) and Matt Witmeyer (Member) to the Board of Adjustment. Terms are effective July 1, 2025, and expire on June 30, 2028.

BUDGET IMPACT: N/A

RECOMMENDED ACTION REQUESTED: City Council is requested to confirm Mayor Jefferson's recommendation to reappoint Nho Bue (Alternate Member) and Matt Witmeyer (Member) to the Board of Adjustment. Terms are effective July 1, 2025, and expire on June 30, 2028.

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of Reappointments to the Historic Preservation Commission

FROM:
City Clerk's Office

MEETING DATE:
May 19, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
None

PURPOSE: To confirm the reappointments of Holly Davis, John Maze, and Rodney Smith to the Historic Preservation Commission.

BACKGROUND: Council Member Holmes is recommending the reappointment of Holly Davis, Council Member Cook is recommending the reappointment of John Maze, and Mayor Jefferson is recommending the reappointment of Rodney Smith to the Historic Preservation Commission. Terms are effective July 1, 2025, and expire on June 30, 2028.

BUDGET IMPACT: N/A

RECOMMENDED ACTION REQUESTED: City Council is requested to confirm the following reappointments to the Historic Preservation Commission, with terms effective July 1, 2025, and expiring on June 30, 2028: Council Member Holmes recommends the reappointment of Holly Davis; Council Member Cook recommends the reappointment of John Maze; and Mayor Jefferson recommends the reappointment of Rodney Smith.

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Reappointment to the Planning & Zoning Commission

FROM:
City Clerk's Office

MEETING DATE:
May 19, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
None

PURPOSE: To confirm the reappointment of Ray Wheately to the Planning & Zoning Commission.

BACKGROUND: Council Member Harman is recommending the reappointment of Ray Wheatley to the Planning & Zoning Commission; term effective July 1, 2025, and expiring on June 30, 2028.

BUDGET IMPACT: N/A

RECOMMENDED ACTION REQUESTED: City Council is requested to confirm Council Member Harman's recommendation to reappoint Ray Wheately to the Planning & Zoning Commission; term effective July 1, 2025, and expiring on June 30, 2028.