



City of High Point

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

Meeting Agenda

Finance Committee

Britt Moore, Chair

Committee Members:

Monica Peters

Michael Holmes

Tim Andrew

Cyril Jefferson, Mayor (Alternate)

Michael Holmes, Mayor Pro Tem (Alternate)

Thursday, July 11, 2024

4:00 PM

Council Chamber

CALL TO ORDER

FINANCE COMMITTEE - Britt W. Moore, Chair

PRESENTATION OF ITEMS

1. [2024-261](#) Consideration of Contracts with Sharpe Brothers (Primary) and APAC-Atlantic, Inc. (Secondary)
City Council is requested to consider contracts with Sharpe Brothers in the amount of \$355,387.50 and APAC - Atlantic, Inc in the amount of \$376,525.00 for asphalt materials and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Contracts - Asphalt](#)

2. [2024-262](#) Consideration of a Change Order to American Process Group, LLC
City Council is requested to consider Change Order No. 1 to American Process Group, LLC in the amount \$132,757.48 for additional dewatered alum sludge that was removed from the south lagoon at the Ward Water Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents. Upon approval of Change Order No. 1, the new total contract amount will be increased to \$1,018,530.48.
Attachments: [Change Order No. 1 American Process Group, LLC](#)

3. [2024-263](#) Consideration of a Sole Source Purchase from Envitech
City Council is requested to consider a Sole Source purchase from Envitech in the amount of \$210,256 for two (2) Gore Gen 4 Mercury Modules for the Mercury Recovery Vessel for the incinerator at the Eastside Wastewater Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Sole Source Purchase - Envitech](#)

4. [2024-264](#) Consideration of a Speed Limit Concurrence with North Carolina Department of Transportation (NCDOT) on Kendale Road within High Point City Limits
City Council is requested to consider a request from NCDOT for concurrence from the City of High Point regarding a speed limit ordinance update for Kendale Road between Skeet Club Road and 0.282 miles north of Kendale Road.
Attachments: [Speed Limit - Kendale Road](#)
5. [2024-265](#) Consideration of a Purchase of Four Ford Explorers from Performance Ford
City Council is requested to consider a purchase from Performance Ford for four (4) Ford Explorer SUV's in the amount of \$162,371.80.
Attachments: [Performance Ford - SUV's](#)
6. [2024-266](#) Consideration of a Purchase of Fifteen Ford Interceptors from Performance Ford
City Council is requested to consider a purchase from Performance Ford for Fifteen Ford Inceptor SUV's in the amount of \$638,822.85.
Attachments: [Performance Ford - Ford Interceptors](#)
7. [2024-267](#) Consideration of a Purchase from Ditch Witch
City Council is requested to consider a purchase from Ditch Witch in the amount of \$347,603.71 for a Ditch Witch JT24A drilling machine and declare the old machine as surplus and disposing through the online auction process.
Attachments: [Ditch Witch - Drilling Machine](#)
8. [2024-268](#) Consideration of a Purchase from James River Equipment
City Council is requested to consider a purchase from James River Equipment in the amount of \$480,259.80 for three (3) new 2024 John Deere 410P backhoes and declare the old units as surplus and disposing through the online auction process.
Attachments: [James River Equipment - Backhoes](#)
9. [2024-269](#) Consideration of a Purchase from Whites International Truck
City Council is requested to consider a purchase from Whites International Truck in the amount of \$174,566.05 for one (1) International MV607 with Godwin body, plow, and spreader and declare the old truck as surplus and disposing through the online auction process.
Attachments: [Whites Truck International - International MV607](#)
10. [2024-270](#) Consideration of a Purchase from National Equipment Dealers, LLC
City Council is requested to consider a purchase from National Equipment Dealers, LLC in the amount of \$1,288,721.59 for a Tana H555 Landfill Compactor and declare the current compactor as surplus and disposing through the online auction process.

Attachments: [National Equipment Dealers, LLC - Landfill Compactor](#)

11. [2024-271](#) Consideration of Opioid Settlement Resolution
City Council is requested to consider a Resolution authorizing execution of Kroger Opioid Settlement agreement and approving second supplement agreement for additional funds related to the settlement of opioid litigation.
Attachments: [Opioid Settlement Resolution](#)
12. [2024-290](#) Consideration of Real Property Acquisition - 205 Model Farm Road
City Council is requested to approve the acquisition of property at 205 Model Farm Road for the purchase price of \$3,500,000 and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Property Purchase - 205 Model Farm Rd.](#)
13. [2024-272](#) Consideration of a Sole Source Service Agreement with Motorola Services, Inc.
City Council is requested to consider a Sole Source Service Agreement with Motorola Services, Inc. in the total amount of \$2,519,229.40 for maintenance and support of the City's Motorola Radio System and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Motorola Services, Inc - Service Agreement](#)
14. [2024-274](#) Consideration of a Contract with Motorola Services, Inc.
City Council is requested to consider a contract with Motorola Services, Inc. in the amount of is \$177,993.00 for radio equipment to facilitate testing as required by changes to the International Fire Code and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Motorola Solutions, Inc. - Radio Equipment](#)
15. [2024-275](#) Consideration of a Contract with 5S Technologies
City Council is requested to consider a contract with 5S Technologies in the amount of \$107,342.46 for the annual renewal of licenses for Cisco Duo Multi-Factor Authentication and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Contract - 5S Technologies](#)
16. [2024-279](#) Consideration of a Contract with Mental Health Associates of the Triad
City Council is requested to consider a contract with Mental Health Associates of the Triad in the amount of \$136,987.20 for contracted social work support services at the library and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Contract - Mental Health Associates of the Triad](#)
17. [2024-280](#) Consideration of a Resolution and Interlocal Agreement between the City of High Point and the County of Guilford for the Provision of Animal Sheltering

City Council is requested to consider a Resolution ratifying and authorizing the execution of an Interlocal Agreement to the provision of animal shelter services by Guilford County to the City of High Point.

Attachments: [Interlocal Agreement Guilford County - Animal Shelter](#)

18. [2024-281](#) Consideration of a Purchase of Training and Duty Ammunition from Vista Outdoor dba Kiesler Police Supply
City Council is requested to approve a purchase of training and duty ammunition from Vista Outdoor dba Kiesler Police Supply in the amount of \$152,203 and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Annual Ammo Purchase - Kiesler Police Supply](#)
19. [2024-283](#) Consideration of a Purchase from Lawmen's Police and Tactical Supply
City Council is requested to consider a purchase from Lawmen's Police and Tactical Supply in the amount of \$125,731 for the purchase of Sig P320, 9 MM handgun duty pistols.
Attachments: [PD Gun Replacement Proposal Lawmen's](#)
20. [2024-287](#) Public Hearing Regarding a Request from C&C Industries
City Council is requested to consider a request from C&C Industries to authorize performance-based incentives for a manufacturing project at 2103 Brentwood Street in the amount of \$100,000 over a five-year period, approve a resolution in support of a OneNC Fund and Building Reuse Grant from the North Carolina Department of Commerce, and authorize the City Manager to execute a performance agreement with the company containing benchmarks for the company to achieve and a schedule for the payment of such financial incentives.
Attachments: [Public Hearing C&C Industries](#)
21. [2024-288](#) Public Hearing Regarding a Request from Triad Expeditors, Inc
City Council is requested to consider a request from Triad Expeditors, Inc to authorize performance-based incentives for a manufacturing project at 1806 Wade Place in the amount of \$37,126 over a five-year period and authorize applications to the NC Commerce OneNC Fund and Building Reuse Grant.
Attachments: [Public Hearing - Triad Expeditors](#)

ADJOURNMENT



City of High Point

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

Master

File Number: 2024-264

File ID: 2024-264

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 07/03/2024

File Name:

Final Action:

Title: Consideration of a Speed Limit Concurrence with North Carolina Department of Transportation (NCDOT) on Kendale Road within High Point City Limits
City Council is requested to consider a request from NCDOT for concurrence from the City of High Point regarding a speed limit ordinance update for Kendale Road between Skeet Club Road and 0.282 miles north of Kendale Road. (Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Speed Limit - Kendale Road

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	07/11/2024	Committee Recommended Approval	City Council	07/15/2024		

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Approval of a Speed Limit Concurrence with NCDOT on Kendale Road (SR 1834) within High Point City Limits	
FROM: Greg Venable, Transportation Director	MEETING DATE: July 15, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Municipal Certification and Request for Concurrence	

PURPOSE: The North Carolina Department of Transportation (NCDOT) is requesting concurrence from the City of High Point regarding a speed limit ordinance update for Kendale Road (SR 1834) between Skeet Club Road and 0.282 miles north of Kendale Road.

BACKGROUND: During their review of NCDOT speed limit ordinances in the High Point area, NCDOT found that there was no ordinance in place for the currently posted speed limit of 45 mph on this segment of Kendale Road. This action will ensure that the posted speed limit matches the most current ordinance for both the city and the NCDOT.

BUDGET IMPACT: There is no budget impact for this item. Signage is currently in place with the correct speed limit and any additional signing will be provided and installed by NCDOT. Future sign repairs and replacements by City forces will be eligible for reimbursement by NCDOT under Schedule A of a Municipal Traffic Maintenance Agreement, as they are now.

RECOMMENDATION / ACTION REQUESTED: The Transportation Department recommends City Council approval of this concurring action requested by NCDOT.

**Certification of Municipal Declaration
To Enact Speed Limits and Request for Concurrence**

Concurring State Ordinance Number: 1085767

Division: 7 **County:** GUILFORD

Municipality: HIGH POINT

Type: Municipal Speed Zones

Road: SR 1834

Car: 45 MPH

Truck: 45 MPH

Description: (Kendale Road) between SR 1820 (Skeet Club Road) and a point 0.282 miles northwest of SR 1820.

Municipal Certification

I, _____, Clerk of _____, do hereby certify that the municipal governing body, pursuant to the authority granted by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, on the _____ day of _____, 20____, the speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

The said municipal declaration is recorded as follows:

Minute Book: _____ Page: _____ Ordinance Number: _____

In witness whereof, I have hereunto set my
hand and the municipal seal this _____ day
of _____, 20____.

(signature)

(municipal seal)

Department of Transportation Approval

Division: _____ Title: _____ Date: _____

Region: _____ Title: _____ Date: _____



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File Number: 2024-261

File ID: 2024-261

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 07/01/2024

File Name:

Final Action:

Title: Consideration of Contracts with Sharpe Brothers (Primary) and APAC-Atlantic, Inc. (Secondary)
City Council is requested to consider contracts with Sharpe Brothers in the amount of \$355,387.50 and APAC - Atlantic, Inc in the amount of \$376,525.00 for asphalt materials and authorize the appropriate City Official(s) to execute all necessary documents.(Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Contracts - Asphalt

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: dona.turner@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	07/11/2024	Committee Recommended Approval	City Council	07/15/2024		

CITY OF HIGH POINT

AGENDA ITEM



TITLE: City of High Point Asphalt Supplier – Public Services, Bid 48-060524	
FROM: Robby Stone – Public Services Director Melinda King – Asst. Public Services Director	MEETING DATE: July 15, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: May 16, 2024 Purchasing Department
ATTACHMENTS: Bid Tabulation Bid Recommendation – Primary Bid Recommendation - Secondary	

PURPOSE: The City budgets on an annual basis for asphalt material suppliers to provide asphalt to City Crews. This will allow the availability of materials to be supplied when performing maintenance functions that require various types of asphalt related repairs such as potholes, full depth patching, utility cut repairs, and resurfacing roadways within the jurisdictional limits of the City. It is critical that the City retain the asphalt related services for response to needed repairs.

BACKGROUND: On Thursday, May 16th, 2024, the City of High Point held the bid opening Bid (48-060524). Two bids were received, which were from Sharpe Brothers in the amount of \$355,387.50 and APAC – Atlantic, Inc. in the amount of \$376,525.00.

This contract is for a one-year period beginning August 1st, 2024, and ending July 31st, 2025, with the option to renew for additional four one (1) year periods if terms and pricing are agreeable.

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

RECOMMENDATION/ACTION REQUESTED: The Public Services Department recommends approval of the contract and that the appropriate City official and/or employee be authorized to execute all necessary documents to award the contract to Sharpe Brothers (Primary - \$355,387.50) & APAC – Atlantic, Inc. (Secondary - \$376,525.00).

**Bid Tabulation
City of High Point, North Carolina
Asphalt
Bid 48-060524**

Contractor	MWBE	Addendum 1	Total Bid
Sharpe Brothers/Vecellio & Grogan	Yes	Yes	\$355,387.50
APAC-Atlantic Thompson-Arthur Division	Yes	Yes	\$376,525.00
Blythe Constuction	Yes	Yes	\$622,888.75

FINANCIAL SERVICES
Purchasing Division



BID RECOMMENDATION

DEPARTMENT: Public Services

COUNCIL AGENDA DATE: July 15, 2024

BID NO.: 48-060524 CONTRACT NO.: DATE OPEN: 05.16.2024

DESCRIPTION:

The city retains material suppliers for different types of asphalt to be used by crews performing asphalt related repairs such as potholes, full depth patching, utility cut repairs and resurfacing roadways within the jurisdictional limits of the City. It is critical that the City retain asphalt services for response to needed repairs.

PURPOSE:

The City continues to budget on an annual basis for suppliers to provide asphalt materials to City crews. This will allow the availability of materials to be supplied when performing maintenance functions that require various different types of asphalt.

COMMENTS:

At the (05.16.2024) bid opening, Sharpe Brothers came in as the lowest bidder. Their prices are competitive with the current pricing for this type of supplied material. This contract is for a one-year period with the option to renew for two additional one (1) year periods if terms and pricing are agreeable.

RECOMMEND AWARD TO: Sharpe Brothers (Primary) AMOUNT: \$355,387.50

JUSTIFICATION:

The city retains two material suppliers for asphalt (Primary and Secondary). Contracts will be awarded for a one-year period beginning (08.01.2024) and ending (07.31.2025).

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
101721	526101	Supplies, Parts, Tools	Asphalt	\$465,500
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: Robby Stone Digitally signed by Robby Stone
Date: 2024.06.28 07:31:49 -04'00' DATE: 6-28-2024

The Purchasing Division concurs with recommendation submitted by the Public Service and recommends award to the lowest responsible, responsive bidder Sharpe Brothers in the amount of \$335,387.50

PURCHASING MANAGER: Candy E. Harmon Digitally signed by Candy E. Harmon
Date: 2024.06.28 08:40:31 -04'00' DATE: 6/28/24

FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn
Date: 2024.06.28 13:54:06 -04'00' DATE: 6/28/24

Approved for Submission to Council

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

FINANCIAL SERVICES
Purchasing Division



BID RECOMMENDATION

DEPARTMENT: Public Services

COUNCIL AGENDA DATE: July 15, 2024

BID NO.: 48-060524 CONTRACT NO.: DATE OPEN: 05.16.2024

DESCRIPTION:

The city retains material suppliers for different types of asphalt to be used by crews performing asphalt related repairs such as potholes, full depth patching, utility cut repairs and resurfacing roadways within the jurisdictional limits of the City. It is critical that the City retain asphalt services for response to needed repairs.

PURPOSE:

The City continues to budget on an annual basis for suppliers to provide asphalt materials to City crews. This will allow the availability of materials to be supplied when performing maintenance functions that require various different types of asphalt.

COMMENTS:

At the (05.16.2024) bid opening, APAC-Atlantic, Inc. was the second lowest bidder. Their prices are competitive with the current pricing for this type of supplied material. This contract is for a one-year period with the option to renew for two additional one (1) year periods if terms and pricing are agreeable.

RECOMMEND AWARD TO: APAC-Atlantic, Inc. (Secondary) AMOUNT: \$376,525.00

JUSTIFICATION:

The city retains two material suppliers for asphalt (Primary and Secondary). Contracts will be awarded for a one-year period beginning (08.01.2024) and ending (07.31.2025)

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
101721	526101	Supplies, Parts, Tools	Asphalt	\$465,500
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: Robby Stone Digitally signed by Robby Stone Date: 2024.06.28 07:32:35 -04'00' DATE: 6-28-2024

The Purchasing Division concurs with recommendation submitted by the Public Services and recommends award to the lowest responsible, responsive bidder APAC-Atlantic in the amount of \$376,525.00

PURCHASING MANAGER: Candy E. Harmon Digitally signed by Candy E. Harmon Date: 2024.06.28 08:43:11 -04'00' DATE: 6/28/24

FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn Date: 2024.06.28 14:02:00 -04'00' DATE: 6/28/24

Approved for Submission to Council

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



City of High Point

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

Master

File Number: 2024-262

File ID: 2024-262

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 07/01/2024

File Name:

Final Action:

Title: Consideration of a Change Order to American Process Group, LLC
City Council is requested to consider Change Order No. 1 to American Process Group, LLC in the amount \$132,757.48 for additional dewatered alum sludge that was removed from the south lagoon at the Ward Water Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents. Upon approval of Change Order No. 1, the new total contract amount will be increased to \$1,018,530.48. (Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Change Order No. 1 American Process Group, LLC

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: dona.turner@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	07/11/2024	Committee Recommended Approval	City Council	07/15/2024		

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Change Order No. 1- Alum Sludge Dewatering- Ward Water Treatment Plant American Process Group, LLC	
FROM: Robby Stone – Public Services Director Derrick Boone – Asst. Public Services Director	MEETING DATE: July 15, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: February 7, 2024 Purchasing Department
ATTACHMENTS: Change Order No. 1	

PURPOSE: To approve Change Order No. 1 to American Process Group, LLC for the additional dewatered alum sludge that was removed from the south lagoon at the Ward Water Treatment Plant (WTP).

BACKGROUND: On May 6, 2024, City Council awarded a contract to American Process Group to dredge, dewater, and dispose of the contents of the south alum sludge lagoon at the Ward WTP for the amount of \$885,773. The estimated quantity to be removed was 1,400 dry tons. The project is now complete and a total amount of 1,644.94 dry tons were removed from the lagoon. Change Order No. 1 is for the additional 244.94 dry tons that were removed at the contract bid price of \$542 per dry ton.

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

RECOMMENDATION/ACTION REQUESTED: The Public Services Department is recommending that Council approve Change Order No. 1 to American Process Group, LLC in the amount of \$132,757.48. Upon approval of Change Order No. 1, the new total contract amount will be increased to \$1,018,530.48.



The south lagoon at the Ward Water Treatment Plant upon completion of the dewatering project.

CITY OF HIGH POINT

CHANGE ORDER/SUPPLEMENTAL AGREEMENT

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



CHG. ORDER/SUP. AGREEMENT NO. 01	CONTRACT NO.	BID NO. 32-032024	CONTRACT: ALUMINUM SLUDGE DEWATERING WARD WTP
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TO: AMERICAN PROCESS GROUP LLC
(CONTRACTOR)

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

Description of Changes (Attach supplemental plans and specifications if necessary)	DECREASE In Contract Price	INCREASE In Contract Price
Addition of 244.94 dry tons to contract at bid price of \$542.00 per dry ton (PO 115386)		\$132,757.48
TOTAL	\$0.00	\$132,757.48

Justification and reason for change: South lagoon has more sludge than originally estimated

Lawson Account Number: 421779 527101 421001012670 40215

\$132,757.48

Lawson Account Number: _____

Previous Contract Total:

\$885,773.00

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

\$1,018,530.48

Revised completion date:

(no change) Sep. 27, 2024

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

Requested By: Carl Allan Hicks
(Public Services Engineer)

Digitally signed by Carl Allan Hicks
Date: 2024.06.25 13:19:15 -04'00'

6-25-2024

(Date)

Recommended: _____
(Public Services Director)

(Date)

Accepted: [Signature]
(American Process Group LLC)

(Date)

Approved: _____
(City of High Point)

(Date)

Approved: _____
(Finance Department)

(Date)





City of High Point

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

Master

File Number: 2024-263

File ID: 2024-263

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 07/01/2024

File Name:

Final Action:

Title: Consideration of a Sole Source Purchase from Envitech
City Council is requested to consider a Sole Source purchase from Envitech in the amount of \$210,256 for two (2) Gore Gen 4 Mercury Modules for the Mercury Recovery Vessel for the incinerator at the Eastside Wastewater Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Sole Source Purchase - Envitech

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: tammie.dodd@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	07/11/2024	Committee Recommended Approval	City Council	07/15/2024		

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Eastside Wastewater Treatment Plant - Incinerator- Gore Mercury Modules Envitech	
FROM: Robby Stone, Public Services Director Derrick Boone, Asst. Public Services Director	MEETING DATE: July 15, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Quote Sole Source Letter Recommendation Form	

PURPOSE: To purchase two (2) Gore Gen 4 Mercury Modules sole source items for the Mercury Recovery Vessel (MRV) for the incinerator at the Eastside Wastewater Treatment Plant (WWTP).

BACKGROUND: The City of High Point operates a fluidized bed incinerator at the Eastside WWTP. A MRV unit was installed due to state and federal air emissions requirements and has a total of 5 modules. As part of the regulatory requirements, the modules must be replaced once the system's mercury removal efficiency drops below 70%. The Eastside WWTP will replace two (2) of the mercury modules and re-arrange the other 3 modules to ensure that a minimum mercury removal efficiency of 70% will be maintained at all times.

Envitech is the original designer and manufacturer of the Mercury Recovery Vessel. The Gen 4 Mercury Module is a sole source product that is sold and distributed exclusively by Envitech.

The Eastside WWTP and the incinerator are in compliance with the emissions limits established by the Title V air emissions permit.

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

RECOMMENDATION/ACTION REQUESTED: Public Services is recommending that Envitech be approved as a sole source vendor for the purchase of the two (2) Gore Gen 4 Mercury Modules for \$210,256.



Incinerator stack with MRV unit identified with red lines.



TO: City of High Point ATTN: Tricia Lowery PHONE: 336.883.3361 EMAIL: tricia.lowery@highpointnc.gov	PROJECT: 1122 CUSTOMER PO: TBD DATE: 5-Jun-24 CHANGE ORDER NO.: REFERENCE: Mercury Modules		
DESCRIPTION:			
One (1) lot of Gore Gen 4 in Alloy Frame Mercury modules (MT-GOR-01). Pricing is based on quantity of units purchased. Lead Time: 12 weeks ARO Freight: Pre-paid and add Payment Terms: - 50% with Purchase Order - Balance Net 30 days			
JUSTIFICATION:			
Per customer request.			
SERVICE/ENGINEERING HOURS	QUANTITY	RATE	TOTAL
Normal: Mon-Fri (non-holidays) for first 8 hours (2 people over 2 days) Services occurred:	0	\$225	\$0
Overtime 1: Saturdays, daily other than normal but less than 12 consecutive hours Services occurred:	0	\$338	\$0
Overtime 2: Sundays, holidays, or after 12 consecutive hours Services occurred:	0	\$450	\$0
Project Manager: Mon-Fri (non-holidays) for first 8 hours Services occurred:	0	\$338	\$0
Senior Process Engineer: Mon-Fri (non-holidays) for first 8 hours Services occurred:	0	\$375	\$0
Services completed in office	0	\$225	\$0
SUBTOTAL SERVICE/ENGINEERING HOURS:			\$0
MATERIAL	QUANTITY	UNIT COST	TOTAL
One (1) Module Units Gen 4 in Frame (MT-GOR-01)	5	\$21,662	\$108,310
One (1) Replacement modules Gen 4 in cardboard box (MT-GOR-01-01)	5	\$20,389	\$101,946
SUBTOTAL MATERIAL:			\$210,256
OTHER	QUANTITY	UNIT COST	TOTAL
Airfare, each	0	\$1,100	\$0
Travel time, per day	0	\$1,100	\$0
Travel occurred on: 1 trip			
Return travel if travel occurs in the evening after standard work day, per hour	0	\$165	\$0
Per diem travel & living (T&L), per day	0	\$400	\$0
Emergency response, per event	0	\$600	\$0
	0	\$0	\$0
SUBTOTAL OTHER:			\$0
SERVICE COST ESTIMATE:			\$210,256
Submitted by:			

Engineering Service Rate Quotation

Rates Effective February 1, 2023

- RATE SCHEDULE APPLIES TO SERVICES OFFERED IN APPLICABLE CONTRACT AND/OR PROPOSAL, AND IS SUBJECT TO THE TERMS AND CONDITIONS THEREIN
- STAND ALONE SERVICE ORDERS SHOULD BE ISSUED IN “NOT TO EXCEED” INCREMENTS OF \$25,000 UNLESS SERVICES FOR LARGER AMOUNTS ARE ANTICIPATED

		Rates
	Field Service Engineer On-site services, data analysis, project management, drawings, procurement, and report writing, etc.	\$225.00/hr
	Project Manager On-site services, data analysis, project management, drawings, procurement, and report writing, etc.	\$388.00/hr
	Senior Process Engineer On-site services, data analysis, project management, drawings, procurement, and report writing	\$450.00/hr
	Travel Time Full day travel from the Envitech Representative's point of origin to the job site and return Return travel from job site if travel occurs in the evening after a standard work day.	\$1,100/Day \$165.00/hr
RATE MULTIPLIERS	Normal Monday-Friday (non-holidays) for first 8 hours	1.0 x Base Rate
	Overtime 1 Saturdays, daily other than normal, but less than 12 consecutive hours	1.5 x Base Rate
	Overtime 2 Sundays, holidays, or after 12 consecutive hours	2.0 x Base Rate
SPECIAL PREMIUMS	Emergency Response When response is required within 24 hours	\$600 per event
	Hazardous Environments Suiting-up for environments involving radiation, acid or other chemicals, bio-hazards, etc.	\$1,500 per day per employee
EXPENSES	Travel and Living (T&L) Hotel, meals, rental car etc. within the continental U.S.A.	\$400 per day per employee
	Commercial Transportation (air fare), Shipping, and Excess Baggage	At cost plus 15% administrative expense
	Minimum Charge	Four (4) hours labor, expenses, and appropriate T&L
BILLING SCHEDULE	On Site Services 30% Down Payment with the order of the estimated charges	
	Balance of on-site work and expenses will be billed bi-weekly (every two weeks) as incurred	
	Services Completed in Office Work completed in the office will be billed bi-weekly (every 2 weeks) as it is completed	

Notes:

- Hourly Rates are subject to Rate Multipliers, Expenses, and Special Premiums where applicable.
- Workweek shall consist of five (5), eight (8) hour days, forty (40) hours per week, typically from 8am to 5pm, but may fall between 6 a.m. to 6 p.m. depending on the customer's normal workweek
- Charges for day(s) not worked, but on standby, shall be charged at the standard rate, times the applicable multiplier, plus expenses and applicable T&L.
- This quotation is an offer to sell and is based exclusively upon the Envitech, Inc. Terms and Conditions (attached). Any order for services placed with Envitech shall be considered an acceptance of this offer.
- The customer must agree to increase the purchase order amount accordingly if the actual services provided exceed the PO amount.

ENVITECH

General Terms and Conditions

Acceptance

Unless otherwise provided, this Proposal is subject to acceptance by Buyer within sixty (60) days from the Proposal date. Acceptance of this Proposal is limited to the terms and conditions herein. Envitech rejects all additional or different terms proposed by Buyer, except with Envitech's prior written consent. Buyer will reimburse Envitech for all reasonable costs and all other loss and damage resulting from the amendment or termination of this Proposal.

Terms of Payment

Except as otherwise provided in the Proposal, payment shall be by check or bank transfer according to the *Payment Schedule*. If Buyer fails to make any payments in accordance with the terms and provisions hereof, Envitech, in addition, but not in limitation, to its other rights and remedies, may at its option, either terminate the Contract or suspend further deliveries under it until payments have been brought current.

Shipping

Unless otherwise provided, all shipments shall be made F.O.B. shipping point. Title and risk of damage to or loss of goods shall pass to the Buyer upon delivery by Envitech to the carrier. If the shipment of any or all of the equipment is postponed or delayed by Buyer for any reason, including a Force Majeure situation, Buyer agrees to reimburse Envitech for any and all storage costs and other additional expenses resulting there from.

Force Majeure

Envitech shall not be liable for loss or damage for delay in delivery or failure to manufacture due to causes beyond its reasonable control including, but not limited to, acts of God, the government or the public enemy, riots, embargoes, strikes or other acts or workmen, casualties or accidents delays in deliveries and transposition and shortages of cars, fuel, power, labor, or material.

Material/Workmanship Warranty

Envitech will repair or replace, in its sole discretion, any equipment which has been manufactured to Envitech's special design and sold hereunder which is found to be defective in workmanship or materials, within twelve (12) months from its respective final acceptance date or eighteen (18) months from its respective shipment date, whichever comes first. Seller's obligations hereunder are subject to the following conditions:

- a) Buyer notifies Envitech in writing within fifteen (15) days after such defect becomes apparent and promptly furnishes Envitech full particulars in

connection therewith, together with an opportunity to witness the operation of such defective equipment.

- b) Buyer shall have installed (if applicable), operated and maintained the equipment strictly in accordance with Envitech's operating and maintenance instructions, including, but not limited to, the use of only those materials specified in the Proposal and in the inlet quantities stated in the Proposal.

- c) The defect has been caused solely by faulty materials or workmanship for which Envitech is responsible, and is not due to such things as erosion, corrosion, or deterioration resulting from the manner in which the equipment is operated, accident (including damage during shipment, neglect, misuse or abuse), or exposure to conditions beyond the environmental power or operating constraints specified by Envitech.

Envitech makes no warranty with respect to equipment and materials not furnished by Envitech pursuant to this Proposal or with respect to equipment furnished by Envitech pursuant to this Proposal which has not been manufactured to Envitech's special design, but will pass on or assign to Buyer to the extent legally permissible, the warranties, if any, obtained from manufacturers of such items of equipment.

Any repairs made under this warranty will be done on site, if feasible, or at the place of manufacture. Any round-trip freight transportation charges required for returning material deemed defective to the place of manufacture must be paid by Buyer. All costs associated with removing or reinstalling the defective equipment will be at Buyer's sole expense.

Limitation of Warranties

The warranties and guarantees furnished by Envitech, as expressly included herein, constitute Envitech's sole obligation hereunder and are in lieu of any other warranties or guarantees, express or implied, including warranties of merchantability or fitness for a particular purpose.

Taxes

Unless otherwise provided, Buyer agrees to pay any tax or import duty imposed by any federal, state, local or municipal Authority upon the equipment or related services described in this Proposal.

Installation

Unless otherwise provided, Envitech shall have no responsibility for, and Buyer hereby waives and relinquishes any claims related to, the installation, start-up and operation of the equipment to be furnished hereunder. If this agreement so provides, Envitech shall furnish advisory personnel to assist in installation and start-up of the equipment and to instruct Buyer's personnel in the operation of Envitech's equipment. Although Envitech will be responsible for mechanical adjustments to its equipment, Envitech has no responsibility for, and Buyer hereby waives and relinquishes any claims related to, correctness of site installation, the appropriateness and compatibility of the installation with respect to Buyer's facility or ability of Buyer's personnel to correctly operate and maintain Envitech's equipment.

Buyer agrees to defend, indemnify and hold harmless Envitech from and against any loss, costs (including reasonable attorneys' fees and costs), claims, suits or causes of action brought, threatened or incurred by or against Envitech arising from or in any way related to the installation, start-up and operation of the equipment to be furnished hereunder.

Inventions and Patents

Envitech grants no license by reason of any sale under any patent rights it may now own or hereafter acquire except the right to use the equipment sold hereby for the purpose for which it is sold under such patent rights, only as it covers said equipment as sold by Envitech. All drawings, novel techniques, special tooling and inventions made or acquired by Envitech or its agents or employees in the fulfillment of this proposal shall be the property of Envitech regardless of whether any order document states a separate price item for tooling or engineering. Buyer agrees to indemnify and hold Envitech harmless from and against any expense or loss from infringement of patents or trademarks arising from compliance with the Buyer's designs, specifications or instructions in the manufacture of the equipment or its use in combination with other equipment or systems.

Limitation of Remedies

Envitech's entire liability and Buyer's exclusive remedy are set forth in this Section:

In all situations involving non-conforming or defective Products furnished under this Agreement, Buyer's exclusive remedy is the repair or replacement of the Products. Envitech shall in its sole discretion have the option to elect repair or replacement of the Products.

Envitech's liability for actual damages for any cause whatsoever shall be limited to the applicable unit price for the specific components of the Product that caused the damages or that are the subject matter of, or are directly related to, the cause of action. This limitation will apply, except as otherwise stated in this Section, regardless of the form of action, whether in contract or in tort, including negligence.

Envitech shall not be liable for any indirect, special, incidental or consequential loss or damage (including,

without limitation, loss of profits or loss of use) suffered by Buyer arising from or relating to Envitech's performance, non-performance, breach of or default under a covenant, warranty, representation, term or condition hereof. Except as specifically provided in the preceding sentence, Buyer waives and relinquishes claims for indirect, special, incidental or consequential damages.

Buyer expressly waives any right to recover punitive damages from Envitech, and Buyer hereby waives and relinquishes any and all punitive damage claims.

The limitations on liability and damages set forth in this section apply to all causes of action that may be asserted here under, whether sounding in breach of contract, breach of warranty, tort, product liability, negligence or otherwise.

Security

Envitech reserves a security interest in the equipment sold hereunder and in all accessions to, replacements for and proceeds of such equipment, until the full contract price, plus all other charges permitted hereunder, including any charges, costs or fees contemplated in the *Attorney's Fees, Venue and Jurisdiction* section below, are paid in full by Buyer. If so requested by Envitech, Buyer shall execute all security agreements, financing statements, promissory notes and all other security documents requested by Envitech in the form determined by Envitech.

Dispute Resolution

The Parties agree that any controversy, dispute or claim arising from or in any way related to this Agreement or the materials or equipment provided by Envitech shall be resolved by binding arbitration. The parties agree that jurisdiction for any arbitration shall be with the San Diego, California office of the Judicial Arbitration and Mediation Service ("JAMS") and the Parties hereby expressly agree to be bound by the then-prevailing JAMS rules applicable to commercial arbitrations.

Any dispute subject to arbitration shall be submitted to a single neutral arbitrator, who, unless otherwise agreed by the Parties, shall be a retired judge or other lawyer who is a member of the arbitration panel of the San Diego office of JAMS and who has substantial experience in the area of the Dispute. JAMS shall submit to each Party an identical list of five proposed qualified arbitrators drawn from the applicable panel of commercial arbitrators. If the Parties are unable to agree upon an arbitrator within thirty (30) days from the date that JAMS submits such list to each Party, then JAMS shall simultaneously submit to each Party a second list of five additional proposed qualified arbitrators drawn from the applicable panel of commercial arbitrators. If for any reason, the appointment of an arbitrator cannot be made from either list, JAMS may make the appointment from among other qualified members of the panel without the submission of additional lists to the Parties.

The Parties shall be entitled to obtain pre-hearing discovery through depositions and requests for the inspection and copying of documents and other items upon reasonable notice and to obtain the issuance of a

subpoena duces tecum therefor in accordance with applicable law, provided that depositions shall not be taken unless leave to do so is first granted by the arbitrator. As between the Parties, the arbitrator shall have the power to enforce the rights, remedies, procedures, duties, liabilities and obligations of discovery by the imposition of the same terms, conditions, consequences, sanctions and penalties as may be imposed in like circumstances in a civil action by a California Superior Court.

Any award rendered by the arbitrator shall be reduced to a judgment and may be entered in any Court authorized to have jurisdiction under this Agreement.

The parties expressly waive any right they may have to a jury trial.

Venue and Jurisdiction

Each Party irrevocably consents to the jurisdiction of the state courts located in San Diego, California, and agrees, subject to the provisions contained in the paragraph entitled "Dispute Resolution" above, that any action, suit or proceeding by or among the Parties (or any of them) may be brought in any such court sitting in San Diego, California, and waives any objection which the Party may now or hereafter have concerning jurisdiction and venue, whether based on considerations of personal jurisdiction, forum non conveniens or on any other ground.

Attorney's Fees

In the event of any litigation, arbitration, judicial reference or other proceeding involving the Parties to this Agreement to enforce any provision of this Agreement, to enforce any remedy available upon default under this Agreement, or seeking a declaration of the rights of a Party under this Agreement, the prevailing Party(ies) shall be entitled to recover from the other(s) such attorneys' fees and costs as may be reasonably incurred, including the cost of reasonable investigation, preparation and professional or expert consultation incurred by reason of such litigation, arbitration, judicial reference or other proceeding.

Sound Levels

The combined sound or noise levels produced by individual sound generating devices, and the exposure of workmen to such, will depend on Buyer's plant noise levels over which Envitech has no control. Therefore, Envitech makes no guarantees, warranties or representations with respect to sound levels. If, after the equipment to be furnished hereunder is installed, it is determined that the system does not meet the maximum permissible sound levels or exposures, or that changes in OSHA requirements necessitate equipment modifications or additions, Envitech shall assist Buyer in designing and providing equipment and materials required, provided that an equitable adjustment of the contract price and proposed schedule is made.

Design Criteria

Envitech's Proposal is based upon design criteria supplied by Buyer and Envitech assumes no responsibility for the accuracy of such criteria. Buyer recognizes, and the parties hereto intend, that Envitech shall not be obligated to meet its performance guarantee hereunder if the actual design conditions are found to be different from those upon which Envitech's Proposal is based.

Additions or Changes in the Work

Buyer agrees to pay Envitech reasonable charges for additional work outside the scope of any contract resulting from Envitech's Proposal as requested by Buyer by changes indicated by Buyer on Envitech's drawings, by letter, or by change order or other written instruction, and an equitable adjustment of the contract price and proposed schedule will be made by the parties.

Termination or Cancellation

In the event that Buyer terminates or cancels all or any portion of its order, Buyer shall compensate Envitech for all costs and expenses already incurred including, but not limited to, the price of any goods or services required to fill said order already committed to by Envitech, a pro rata portion of the contract price representing work completed prior to such termination or cancellation and a reasonable allowance for overhead and profit.

Miscellaneous

This Proposal represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, letters and understandings relating to the subject matter hereof and cannot be amended, supplemented or modified except in writing signed by the party against whom the enforcement of any such amendment, supplement or modification is sought.

Failure of Envitech at any time or times to require performance of any provision of this proposal shall in no manner affect its right to enforce the same, and a waiver by Envitech of any breach of any provision of this proposal shall not be construed to be a waiver by Envitech of any succeeding breach of such provision or a waiver by Envitech of any breach of any other provision.

The rights, privileges, duties and obligations covered herein, including the transactions and agreements covered and contemplated hereby, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns provided, however, Buyer may not assign any of its rights, privileges, duties or obligations hereunder without the prior written consent of Envitech, and any purported or attempted assignment without such written consent shall be null and void *ab initio*.



2924 Emerson St., Ste.320 • San Diego, CA 92106
(619) 223-9925 • (619) 223-9938 FAX

Sole Source

June 5, 2024

To Whom It May Concern:

This letter is to confirm that the Gen 4 GMCS Module is a sole source product, sold and distributed exclusively by Envitech. This product must be purchased directly by institutions from Envitech at the address listed above. There are no agents or dealers authorized to represent this product.

Additionally, competition is precluded by the existence of an agreement with the manufacturer, who has given us an exclusive right to market this product. There is only one price for the above-named item(s) or product(s) because of exclusive distribution or marketing rights.

If you desire additional information, don't hesitate to contact me at (619)936-6365 at any time or visit our website at envitechinc.com. Thank you for your interest in our products.

Sincerely,

Joshua Wetmore
Service and Spare Parts Manager

FINANCIAL SERVICES
Purchasing Division



SOLE SOURCE JUSTIFICATION FORM

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

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

Requisition #

Vendor: **Envitech**

Item(s): **Gen 4 GMCS Module**

Justification:

The Gen 4 GMCS Module is a sole source product, sold and distributed exclusively by Envitech. This product must be purchased directly by institutions from Envitech

Estimated expenditure for the above item(s):

\$210,256

Accounting Unit and Account(s):

421251036705 - 421251036799

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

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

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

Department Head/Authorized Personnel

Robby Stone

Digitally signed by Robby Stone
Date: 2024.06.28 07:44:45 -04'00'

Department/Division

Public Services - Residuals

Date

6-28-2024

APPROVAL PROCESS

Purchasing Manager

Candy E. Harmon

Digitally signed by Candy E. Harmon
Date: 2024.07.08 16:54:58 -04'00'

Financial Services Director

Bobby Fitzjohn

Digitally signed by Bobby Fitzjohn
Date: 2024.07.09 09:24:32 -04'00'

City Council (\$30,000 – Up)

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





City of High Point

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

Master

File Number: 2024-265

File ID: 2024-265

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 07/03/2024

File Name:

Final Action:

Title: Consideration of a Purchase of Four Ford Explorers from Performance Ford
City Council is requested to consider a purchase from Performance Ford for four (4) Ford Explorer SUV's in the amount of \$162,371.80. (Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Performance Ford - SUV's

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	07/11/2024	Committee Recommended Approval	City Council	07/15/2024		

CITY OF HIGH POINT

AGENDA ITEM

TITLE: Purchase of Ford Explorer SUVs	
FROM: Kevin Rogers, Fleet Director	MEETING DATE: July 15, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Formal Bid Recommendation Quote	

PURPOSE: The Fleet Services Department needs to place an order for four (4) Ford Explorer SUV's. The NC State Contract# STC 2510A will be utilized. The vehicles are 2025 models and have been identified by the City Council for approval.

BACKGROUND: Several departments are currently using similar vehicles that need replacing based on mileage and condition. The new Ford Explorers are like other vehicles in the city and will meet their needs. The price of \$39,410.63 is for the vehicle and equipment package with DMV fees \$1182.32. Total cost for four (4) is \$162,371.80. The estimated delivery is October 2024.

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

RECOMMENDATION/ACTION REQUESTED: The Fleet Services Department recommends purchasing four (4) Ford Explorer SUVs from Performance Ford in the amount of \$162,371.80.



BID RECOMMENDATION

DEPARTMENT:	Fleet Services
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COUNCIL AGENDA DATE: July 15, 2024

BID NO.:	CONTRACT NO.:	STC 2510A	DATE OPEN:	
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DESCRIPTION:

2025 Ford Explorer SUVs.

PURPOSE:

The fleet services department needs to place an order for four (4) Ford Explorer SUV's. The NC State Contract# STC 2510A will be utilized. Several departments are in need of replacement vehicles due to age, hours, and condition. The vehicles are 2025 models and have been identified by the city council for approval.

COMMENTS:

The new 2025 Ford Explorer SUVs are similar to the ones they are currently using and will meet their needs. The NC State Contract for price vehicle is \$39,410.63 plus the equipment package and DMV fee of \$1,182.32. Total cost for four (4) is \$162,371.80. The estimated delivery date is October 2024.

RECOMMEND AWARD TO:	Performance Ford	AMOUNT:	\$162,371.80
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JUSTIFICATION:

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

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			\$162,371.80
TOTAL BUDGETED AMOUNT				\$162,371.80

DEPARTMENT HEAD: **KEVIN ROGERS** Digitally signed by KEVIN ROGERS
Date: 2024.07.01 07:15:02 -04'00' DATE: **07/01/2024**

The Purchasing Division concurs with recommendation submitted by the	Fleet Services	and recommends
award to the lowest responsible, responsive bidder	Performance Ford	in the amount of \$162,371.80

PURCHASING
MANAGER: Candy E. Harmon Digitally signed by Candy E. Harmon
Date: 2024.07.01 09:13:19 -04'00'

DATE: 7/1/2024

FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn
Date: 2024.07.01 09:15:57 -04'00' DATE: 7/1/24

Approved for Submission to Council

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



2025 Ford Explorer Active Trim

North Carolina Statewide Term Contract 2510A

SUV's and Crossovers

Contract Term Dates: Feb 01, 2024 - Jan 31, 2029

NC Government Agency

Drivetrain Configurations

2.3L EcoBoost	☐	K7D-200A	2025 Ford Explorer, Active Trim, RWD, 2.3L Ecoboost	\$ 37,553.12
	☒	K8D-200A	2025 Ford Explorer, Active Trim, 4WD, 2.3L Ecoboost	\$ 39,410.63

2510A Base Vehicle Configuration

Base Body Configuration

119	119" Wheel Base	Base
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Base Powertrain Configuration

99H	2.3L EcoBoost I-4 Engine RWD (99B-3.3L V-6 4WD)	Base
44T	10 Speed Automatic Transmission	Base

Base Interior Configuration

YZ	Oxford White	Base
8	Cloth Seats	Base
H	Space Gray	Base

Base Package / Options

	P255/65R-18" All Season BSW Tire	Base
	18" Painted Aluminum Wheels	Base
B4A	Fleet Invoice Structure	Base
153	Front License Plate Bracket	Base

Code	Additional Factory Options	MSRP	6% Disc
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☒	153	Front License Plate Bracket	N/C	N/C
☐	68A	Active Comfort Package- see note	\$ 3,080	\$ 2,895.20
☐	17H	Second Row Captain's Chairs w/EZ Entry and Armrest. <i>Req. 68A. 4WD (K8D) Only.</i>	N/C	N/C
☐	16B	Floor Liners, Front and Second Rows- with carpet mats	\$ 200	\$ 188.00
☐	16A	Floor Liners, Front and Second Rows- without carpet mats	\$ 160	\$ 150.40
☐	41H	Engine Block Heater	\$ 190	\$ 178.60
☐	942	Daytime Running Lights	\$ 45	\$ 42.30

Standard Colors:			Quantity	Enter Quantity Here
☐	JS	Iconic Silver Metallic		
☐	K1	Vapor Blue Metallic		
☐	M7	Carbonized Gray Metallic		
☐	UM	Agate Black Metallic		
☒	YZ	Oxford White	4.00	

Emergency Equipment/Lighting Upfit			
☐			
☐			
☐			
☐			

Total Price Per Vehicle:	\$ 39,410.63
Number Units This Spec:	4.00
Total this Order:	\$ 157,642.52

Notes & Instructions:

Agency Information:

Agency Name: NC Government Agency

Contact: _____

Position: _____

Address 1: _____

Address 2: _____

City, State, Zip: _____

Office Phone: _____

Cell Phone: _____

Email: _____

Quoting Salesperson:		
		
		
		

605 Warsaw Road, Clinton North Carolina 28328



City of High Point

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

Master

File Number: 2024-266

File ID: 2024-266

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 07/03/2024

File Name:

Final Action:

Title: Consideration of a Purchase of Fifteen Ford Interceptors from Performance Ford
City Council is requested to consider a purchase from Performance Ford for Fifteen Ford Inceptor SUV's in the amount of \$638,822.85. (Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Performance Ford - Ford Interceptors

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	07/11/2024	Committee Recommended Approval	City Council	07/15/2024		

CITY OF HIGH POINT

AGENDA ITEM

TITLE: Purchase of Ford Interceptor SUVs	
FROM: Kevin Rogers, Fleet Director	MEETING DATE: July 15, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Formal Bid Recommendation	

PURPOSE: The Fleet Services Department needs to place an order for fifteen (15) Ford Interceptor SUVs. The NC State Contract# STC 2510A will be utilized. The vehicles are 2025 models and have been identified for consideration by the City Council for approval.

BACKGROUND: The Police Department is currently using similar vehicles that need replacing based on mileage and condition. The new Ford Interceptors are like other vehicles in the city and will meet their needs. The price of \$41,347.76 is for the vehicle and equipment package with DMV fees of \$1240.43. Total cost for fifteen (15) is \$638,822.85. The estimated delivery is October 2024.

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

RECOMMENDATION/ACTION REQUESTED: The Fleet Services Department recommends purchasing fifteen (15) Ford Interceptor SUVs from Performance Ford in the amount of \$638,822.85.



BID RECOMMENDATION

DEPARTMENT: Fleet Services

COUNCIL AGENDA DATE: July 15, 2024

BID NO.:

CONTRACT NO.: STC 2510A

DATE OPEN:

DESCRIPTION:

2025 Ford Interceptor SUV's.

PURPOSE:

The fleet services department needs to place an order for fifteen (15) ford interceptor SUVs. The NC State Contract# STC 2510A will be utilized. The vehicles are 2025 models and have been identified for consideration by the city council for approval. The police department is currently using similar vehicles that are in need of replacement due to age, hours, and condition.

COMMENTS:

The 2025 Ford Interceptor SUV's are similar to the ones they are currently using and will meet their needs. The NC State Contract price for each vehicle is \$41,347.76 plus \$1240.43 for the equipment package and DMV fees. The total cost for the fifteen (15) vehicles is \$638,822.85. The estimated delivery date is October 2024.

RECOMMEND AWARD TO:

Performance Ford

AMOUNT:	\$638,822.85
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JUSTIFICATION:

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

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			\$638,822.85
TOTAL BUDGETED AMOUNT				\$638,822.85

DEPARTMENT HEAD:

KEVIN ROGERS

Digitally signed by KEVIN ROGERS
Date: 2024.07.01 07:13:46 -04'00'

DATE:

07/01/2024

The Purchasing Division concurs with recommendation submitted by the award to the lowest responsible, responsive bidder Performance Ford

Fleet Services

and recommends

Performance Ford

in the amount of

\$638,822.85

PURCHASING
MANAGER:

Candy E. Harmon

Digitally signed by Candy E. Harmon
Date: 2024.07.01 09:10:51 -04'00'

DATE:

7/1/2024

FINANCIAL SERVICES DIRECTOR:

Bobby Fitzjohn

Digitally signed by Bobby Fitzjohn
Date: 2024.07.01 09:13:09 -04'00'

DATE:

7/1/24

Approved for Submission to Council

CITY MANAGER:
(For City Council Approval Only)

DATE:



City of High Point

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

Master

File Number: 2024-267

File ID: 2024-267

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 07/03/2024

File Name:

Final Action:

Title: Consideration of a Purchase from Ditch Witch
City Council is requested to consider a purchase from Ditch Witch in the amount of \$347,603.71 for a Ditch Witch JT24A drilling machine and declare the old machine as surplus and disposing through the online auction process. (Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Ditch Witch - Drilling Machine

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	07/11/2024	Committee Recommended Approval	City Council	07/15/2024		

CITY OF HIGH POINT

AGENDA ITEM

TITLE Drilling Machine	
FROM: Kevin Rogers, Fleet Director	MEETING DATE: July 15, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Formal Bid Recommendation	

PURPOSE: The Electric Department is currently utilizing a 2008 Vermeer D20X22 drilling machine that needs replacement based on age and overall condition. Using the Sourcewell Contract# 110421-CMW, one (1) 2024 Ditch Witch JT24A drilling machine is being recommended for council approval.

BACKGROUND: The Electric Department is currently using a 2008 Vermeer D20X22 drilling machine that needs to be replaced due to age and condition. Ditch Witch has the 2024 JT24A drilling machine that will continue to meet their needs. The price of \$347,603.71 is for the drilling machine and training. Delivery is estimated to be less than one (1) month.

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

RECOMMENDATION/ACTION REQUESTED: The Fleet Services Department recommends purchasing one Ditch Witch JT24A drilling machine from Ditch Witch. Recommendation also includes declaring the old machine as surplus and disposing through the online auction process.



BID RECOMMENDATION

DEPARTMENT	Fleet Services
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COUNCIL AGENDA DATE: July 15, 2024

BID NO.:		CONTRACT NO.:	110421-CMW	DATE OPEN:	
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DESCRIPTION:

Ditch Witch JT24A Drilling Machine.

PURPOSE:

The Electric Department has a 2008 Vermeer D20X22 drilling machine that needs replacement based on age and overall condition. Using the Sourcewell Contract# 110421-CMW a Ditch Witch JT24A is being recommended for council approval.

COMMENTS:

The new Ditch Witch JT24A is similar to the one they are currently utilizing and will meet their needs. The price of \$347,603.71 is for the drilling machine, trailer, training, and extended warranty. The estimated delivery is thirty (30) days.

RECOMMEND AWARD TO:	Ditch Witch	AMOUNT:	\$347,603.71
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JUSTIFICATION:

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

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			\$347,603.71
TOTAL BUDGETED AMOUNT				\$347,603.71

DEPARTMENT HEAD: **KEVIN ROGERS** Digitally signed by KEVIN ROGERS
Date: 2024.07.01 07:14:32 -04'00' DATE: **07/01/2024**

The Purchasing Division concurs with recommendation submitted by the		Ditch Witch	and recommends
award to the lowest responsible, responsive bidder		Ditch Witch	in the amount of \$347,603.71

PURCHASING
MANAGER: Candy E. Harmon Digitally signed by Candy E. Harmon
Date: 2024.07.01 09:22:17 -04'00' DATE: 7/1/2024

FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn
Date: 2024.07.01 10:17:46 -04'00' DATE: 7/1/24

Approved for Submission to Council

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



City of High Point

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

Master

File Number: 2024-268

File ID: 2024-268

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 07/03/2024

File Name:

Final Action:

Title: Consideration of a Purchase from James River Equipment
City Council is requested to consider a purchase from James River Equipment in the amount of \$480,259.80 for three (3) new 2024 John Deere 410P backhoes and declare the old units as surplus and disposing through the online auction process. (Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: James River Equipment - Backhoes

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	07/11/2024	Committee Recommended Approval	City Council	07/15/2024		

CITY OF HIGH POINT

AGENDA ITEM

TITLE: Purchase of John Deere 410P Backhoe	
FROM: Kevin Rogers, Fleet Director	MEETING DATE: July 15, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Formal Bid Recommendation	

PURPOSE: The Parks and Recreation and Electric Departments are currently using John Deere 410J backhoes. The backhoes need replacing due to age and condition. Using the Sourcewell Contract# 011723-JDC three (3) new 2024 John Deere 410P backhoes are being recommended for City Council approval.

BACKGROUND: The Parks and Recreation and Electric Departments are currently using John Deere 410J backhoes. The backhoes have reached the end of their useful life due to condition and escalating repair costs. James River Equipment has the John Deere 410P backhoe that will continue to meet their needs. The price of \$160,086.60 is for the backhoe, operator training, extended warranty, and delivery. The price for three (3) is \$480,259.80. The delivery time is 365+ days.

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

RECOMMENDATION/ACTION REQUESTED: The Fleet Services Department recommends purchasing three (3) John Deere 410P backhoes from James River Equipment Company in the amount of \$480,259.80 and and declare the old units as surplus and disposing through the online auction process.



FINANCIAL SERVICES
Purchasing Division



BID RECOMMENDATION

DEPARTMENT: Fleet Services

COUNCIL AGENDA DATE: 07/15/2024

BID NO.: Sourcewell CONTRACT NO.: 011723-JDC DATE OPEN:

DESCRIPTION:

Quantity three (3) John Deere 410P Backhoes.

PURPOSE:

The Parks and Electric Department are currently using John Deere 410J backhoes. The backhoes are in need of replacement due to age and or condition. The new John Deere 410P backhoe will meet their current needs.

COMMENTS:

The price of \$160,086.60 is for the backhoe, operator training, extended warranty, and delivery. The price for three (3) is \$480,259.80 . Estimated delivery is 365+ days.

RECOMMEND AWARD TO: James River Equipment AMOUNT: \$480,259.80

JUSTIFICATION:

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

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			\$480,259.80
TOTAL BUDGETED AMOUNT				\$480,259.80

DEPARTMENT HEAD: KEVIN ROGERS Digitally signed by KEVIN ROGERS
Date: 2024.07.01 10:51:58 -04'00' DATE: 07/01/2024

The Purchasing Division concurs with recommendation submitted by the Fleet Services and recommends award to the lowest responsible, responsive bidder James River Equipment in the amount of \$480,259.80

PURCHASING MANAGER: Candy E. Harmon Digitally signed by Candy E. Harmon
Date: 2024.07.01 13:28:45 -04'00' DATE: 7/1/2024

FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn
Date: 2024.07.01 14:15:23 -04'00' DATE: 7/1/24

Approved for Submission to Council

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



City of High Point

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

Master

File Number: 2024-269

File ID: 2024-269

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 07/03/2024

File Name:

Final Action:

Title: Consideration of a Purchase from Whites International Truck
City Council is requested to consider a purchase from Whites International Truck in the amount of \$174,566.05 for one (1) International MV607 with Godwin body, plow, and spreader and declare the old truck as surplus and disposing through the online auction process.
(Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Whites Truck International - International MV607

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	07/11/2024	Committee Recommended Approval	City Council	07/15/2024		

CITY OF HIGH POINT

AGENDA ITEM

TITLE: Purchase of International Single Axle Dump Truck	
FROM: Kevin Rogers, Fleet Director	MEETING DATE: July 15, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Formal Bid Recommendation	

PURPOSE: The Storm Water Division is currently utilizing a 2009 Ford F750 truck that needs replacement due to age and overall condition. Using the NC Sheriff's Association Contract# 24-08-0421R, one (1) International MV607 with Godwin body, plow, and spreader is being recommended for City Council approval.

BACKGROUND: The Storm Water Division is currently using a 2009 Ford F750 truck that needs to be replaced due to age, condition, and operating hours. Whites International Truck can provide an International MV607 with a Godwin body, plow, and spreader that will continue to meet their needs. The price of \$174,566.05 is for the dump truck, snowplow equipment, extended warranty, operator training, and delivery. Delivery is estimated to be 280-365 days.

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

RECOMMENDATION/ACTION REQUESTED: Fleet Services Department recommends purchasing one (1) International MV607 from Whites International Truck in the amount of \$174,566.05 and declare the old truck as surplus and disposing through the online auction process.



FINANCIAL SERVICES
Purchasing Division



BID RECOMMENDATION

DEPARTMENT: Fleet Services Department

COUNCIL AGENDA DATE: July 15, 2024

BID NO.: NC Sheriff's Association CONTRACT NO.: 24-08-0421R DATE OPEN:

DESCRIPTION:

2025 International MV607 with Godwin body, plow, and spreader.

PURPOSE:

The Storm Water Division is currently using a 2009 Ford F750 truck that needs to be replaced due to age and overall condition. The new International MV607 will meet their current needs.

COMMENTS:

The price of \$174,566.05 is for the truck, training, extended warranty, and delivery. Estimated delivery is 280-365 days.

RECOMMEND AWARD TO: Whites International Truck AMOUNT: \$174,566.05

JUSTIFICATION:

Using the bid allows the City of High Point to take advantage of the volume discount offered through the NC Sheriff's Association.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			\$174,566.05
TOTAL BUDGETED AMOUNT				\$174,566.05

DEPARTMENT HEAD: KEVIN ROGERS Digitally signed by KEVIN ROGERS
Date: 2024.07.01 10:07:20 -04'00' DATE: 07/01/2024

The Purchasing Division concurs with recommendation submitted by the Fleet Services and recommends award to the lowest responsible, responsive bidder Whites International Truck in the amount of \$174,566.05

PURCHASING MANAGER: Candy E. Harmon Digitally signed by Candy E. Harmon
Date: 2024.07.01 13:35:31 -04'00' DATE: 7/1/2024

FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn
Date: 2024.07.01 14:15:08 -04'00' DATE:

Approved for Submission to Council

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



City of High Point

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

Master

File Number: 2024-270

File ID: 2024-270

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 07/03/2024

File Name:

Final Action:

Title: Consideration of a Purchase from National Equipment Dealers, LLC
City Council is requested to consider a purchase from National Equipment Dealers, LLC in the amount of \$1,288,721.59 for a Tana H555 Landfill Compactor and declare the current compactor as surplus and disposing through the online auction process. (Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: National Equipment Dealers, LLC - Landfill Compactor

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	07/11/2024	Committee Recommended Approval	City Council	07/15/2024		

CITY OF HIGH POINT

AGENDA ITEM

TITLE: Purchase of Landfill Compactor	
FROM: Kevin Rogers, Fleet Director	MEETING DATE: July 15, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Formal Bid Recommendation	

PURPOSE: The Fleet Services Department needs to place an order for a compactor. Using the Sheriff's Association Contract# 24-08-0421R, the current production 2024 Tana H555 landfill compactor is being recommended for City Council approval.

BACKGROUND: The Landfill Operations Division is currently using a 2005 CMI Terex 390E landfill compactor that needs replacement. The new Tana H555 landfill compactor is designed for landfill use and will meet their needs well. The price of \$1,288,721.59 is for the compactor, training, delivery, and extended warranty. The estimated delivery is 90 days.

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

RECOMMENDATION/ACTION REQUESTED The Fleet Services Department recommends purchasing the landfill compactor from National Equipment Dealers, LLC in the amount of \$1,288,721.59. Recommendation also includes declaring the current compactor as surplus and disposing through the online auction process.



BID RECOMMENDATION

DEPARTMENT Fleet Services

COUNCIL AGENDA DATE: 07/15/2024

BID NO.:

CONTRACT NO.: 24-08-0421R

DATE OPEN:

DESCRIPTION:

2024 Tana H555 landfill compactor

PURPOSE:

The Landfill Operations Division has a 2005 CMI Terex 390E landfill compactor that needs replacement . Using the NC Sheriff's Association Contract 24-08-0421R, a new 2024 Tana H555 landfill compactor will replace the existing equipment.

COMMENTS:

The Tana H555 is similar to what the landfill is currently operating and will meet their needs. The price of \$1,288,721.59 is for the compactor, training, delivery, and extended warranty. The estimated delivery is less than 90 days.

RECOMMEND AWARD TO:

National Equipment Dealers, LLC

AMOUNT: \$1,288,721.59

JUSTIFICATION:

Using the bid allows the City of High Point to take advantage of the volume discount offered through the NC Sheriff's Association.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			\$1,288,721.59
TOTAL BUDGETED AMOUNT				\$1,288,721.59

DEPARTMENT HEAD:

KEVIN ROGERS

Digitally signed by KEVIN ROGERS
Date: 2024.07.01 07:13:18 -04'00'

DATE: _____

07/01/2024

The Purchasing Division concurs with recommendation submitted by the award to the lowest responsible, responsive bidder National Equipment

Fleet Services

and recommends

award to the lowest responsible, responsive bidder

National Equipment Dealers

in the amount of

	\$1,288,721.59
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PURCHASING
MANAGER:

Candy E. Harmon

Digitally signed by Candy E. Harmon
Date: 2024.07.01 09:28:44 -04'00'

DATE:

7/1/2024

FINANCIAL SERVICES DIRECTOR:

Bobby Fitzjohn

Digitally signed by Bobby Fitzjohn
Date: 2024.07.01 10:19:12 -04'00'

DATE:

7/1/24

Approved for Submission to Council

CITY MANAGER:
(For City Council Approval On _____)

DATE:



City of High Point

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

Master

File Number: 2024-271

File ID: 2024-271

Type: Resolution

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 07/03/2024

File Name:

Final Action:

Title: Consideration of Opioid Settlement Resolution
City Council is requested to consider a Resolution authorizing execution of Kroger Opioid Settlement agreement and approving second supplement agreement for additional funds related to the settlement of opioid litigation. (Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Opioid Settlement Resolution

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	07/11/2024	Committee Recommended Approval	City Council	07/15/2024		

CITY OF HIGH POINT

AGENDA ITEM

TITLE: Opioid Settlement Resolution	
FROM: Eric Olmedo, Assistant City Manager	MEETING DATE: July 15, 2024
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Resolution	

PURPOSE: Consider approval of a resolution authorizing execution of the Kroger opioid settlement agreement and approving the second supplemental agreement for additional funds related to the settlement of opioid litigation.

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. The “Wave One” settlements were a \$26 billion national agreement with the three largest drug distributors, McKesson, Cardinal Health, and AmerisourceBergen). The City approved a supplemental resolution on April 3, 2023, part of the “Wave Two” settlements. This was a \$21 billion national settlement with CVS, Walgreens, Walmart, Allergan and Teva.

This resolution will approve a second supplemental agreement to distribute opioid settlement funds related to Kroger Co. and its subsidiaries and affiliates. As with the Wave One and Wave Two settlements, North Carolina will receive its full share of payments only if all eligible governments sign onto the settlement. The distribution amount to the State of North Carolina is anticipated to be \$40.2 million, and High Point’s share will be \$70,436.92 through fiscal year 2034.

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, post-overdose response team, syringe service program, criminal justice diversion programs, addiction treatment for incarcerated persons, and/or reentry programs.

BUDGET IMPACT: Additional \$70,436.92 through fiscal year 2034 for eligible programs.

RECOMMENDATION /ACTION REQUESTED: Staff recommends and asks the City Council to approve the supplemental resolution authorize appropriate city officials to execute all necessary documents.

**RESOLUTION BY THE CITY OF HIGH POINT
AUTHORIZING EXECUTION OF KROGER OPIOID SETTLEMENT AND
APPROVING SECOND SUPPLEMENTAL AGREEMENT FOR ADDITIONAL FUNDS**

WHEREAS, the opioid overdose epidemic has taken the lives of more than 37,000 North Carolinians since 2000; and

WHEREAS, the COVID-19 pandemic has compounded the opioid overdose crisis, increasing levels of drug misuse, addiction, and overdose death; and

WHEREAS, the Centers for Disease Control and Prevention estimates the total economic burden of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

WHEREAS, the opioid crisis has had, and continues to have, devastating impacts to High Point citizens and their families, as well as straining local government resources; and

WHEREAS, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuits against opioid manufacturers, pharmaceutical distribution companies, and chain drug stores to hold those companies accountable for their misconduct; and

WHEREAS, a settlement has been reached in litigation against the Kroger Co. (“Kroger”) as well as its subsidiaries, affiliates, officers, and directors named in the Kroger Settlement; and

WHEREAS, representatives of local North Carolina governments and the North Carolina Department of Justice have negotiated and prepared a Second Supplemental Agreement for Additional Funds (SAAF-2) to provide for the equitable distribution of the proceeds of these settlements; and

WHEREAS, by joining the settlements and approving the SAAF-2, the state and local governments maximize North Carolina’s share of opioid settlement funds to ensure the needed resources reach communities, as quickly, effectively, and directly as possible; and

WHEREAS, it is advantageous to all North Carolinians for local governments to sign onto the settlements and SAAF-2 to demonstrate solidarity in response to the opioid overdose crisis and maximize the share of opioid settlement funds received by state and local governments to help abate the harm; and

WHEREAS, the SAAF-2 directs substantial resources over multiple years to local governments on the front lines of the opioid overdose epidemic while ensuring that these resources are used in an effective way to address the crisis;

NOW, THEREFORE BE IT RESOLVED, that the City of High Point hereby authorizes the City Manager to execute all documents necessary to enter into opioid settlement agreements with Kroger, to execute the SAAF-2, and to provide such documents to Rubris, the Implementation Administrator.

Adopted this the 15th day of July, 2024.

Cyril Jefferson, Mayor

ATTEST:

Sandra Keeney, City Clerk



City of High Point

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

Master

File Number: 2024-290

File ID: 2024-290

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 07/08/2024

File Name:

Final Action:

Title: Consideration of Real Property Acquisition - 205 Model Farm Road
City Council is requested to approve the acquisition of property at 205 Model Farm Road for the purchase price of \$3,500,000 and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Property Purchase - 205 Model Farm Rd.

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	07/11/2024	Committee Recommended Approval	City Council	07/15/2024		

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Real Property Acquisition – 205 Model Farm Road	
FROM: Eric Olmedo, Assistant City Manager	MEETING DATE: July 15, 2024
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Exhibit A	

PURPOSE: Consider purchase of 205 Model Farm Road for an Electric Municipal Operations Center.

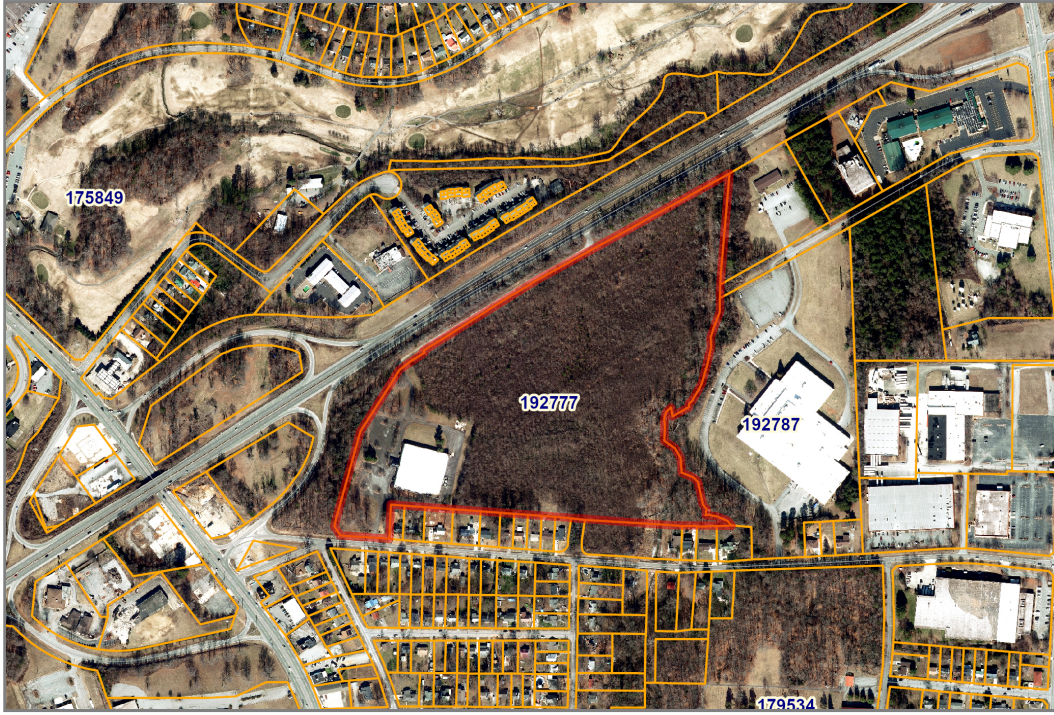
BACKGROUND: The existing Municipal Operations Center at 816 E. Green Drive currently houses the Electric Department, Street Maintenance Department, Water/Sewer Mains, Stormwater Operations, Municipal Warehouse, Purchasing and Safety and Health. The facility is overcrowded and moving the Electric Department staff to a different facility will allow the remaining operations to move into areas previously occupied by Electric Department staff.

The Electric Department Capital Improvement Plan has identified funding for an Electric Municipal Operations Center. Staff has identified 205 Model Farm Road as a suitable location to locate the Electric Municipal Operations Center. The property includes 35.65 acres and an existing 39,996 square foot building that was constructed in 1986. The property was on the market at an asking price of \$3,995,000. The Guilford County tax value is \$2,032,500, and the appraised value was \$2,750,000. Staff was able to negotiate a sales price of \$3,500,000 for the property.

BUDGET IMPACT: Funding is available in the Electric Capital Projects budget

RECOMMENDATION /ACTION REQUESTED: Staff recommends and asks the City Council to approve purchase of the property at 205 Model Farm Road and authorize the appropriate city official to execute all necessary documents.

Exh A



Parcel Number	192777	Total Out Building Value	21200
PIN	7709872018	Total Land Value	1163600
Owner	EJG PROPERTY INVESTMENT LLC;INDUSTRIAL VILLIAGE LLC	Total Deferred Value	0
Mail Address	4307 RAVENSTONE DR	Bldg Card	1
Mail City	GREENSBORO	Appraisal Model Code	1
Mail State	NC	Deed Data	12/29/2021
Mail Zip	27407	Neighborhood	7719101
Property Address	205 MODEL FARM RD	Property Type	IND
Legal Description	SOUTHERN FURNITURE COMPANY OF CONOVER,INC LO:A	Structure Size	
Deed	008561-01644	Lot Size	35.65
Plat	123-58	Year Built	1986
Condo		Bedrooms	
Total Assessed	2032500	Bathrooms	
Total Building Value	847700	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 = 667 feet
6/11/2024



City of High Point

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

Master

File Number: 2024-272

File ID: 2024-272

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 07/03/2024

File Name:

Final Action:

Title: Consideration of a Sole Source Service Agreement with Motorola Services, Inc.
City Council is requested to consider a Sole Source Service Agreement with Motorola Services, Inc. in the total amount of \$2,519,229.40 for maintenance and support of the City's Motorola Radio System and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Motorola Services, Inc - Service Agreement

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	07/11/2024	Committee Recommended Approval	City Council	07/15/2024		

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Motorola 5 Year Service Agreement	
FROM: Adam Ward, IT Services Director	MEETING DATE: July 15, 2024
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Motorola Solutions Inc. Service Agreement Quote Recommendation Form	

PURPOSE: Renewal of the Service Agreement between the City and Motorola Solutions, Inc. for maintenance and support of the City's Motorola Radio System.

BACKGROUND: In 2019, the City entered into a Service Agreement with Motorola Solutions. This agreement provides training as well as hardware and software support for the Motorola P25 System Core purchased in 2019. The Motorola P25 System Core provides High Point autonomy from being hosted on the City of Greensboro's core. Additionally, self-hosting allows High Point to share its system with our neighboring Public Safety agencies such as the City of Archdale and High Point University for improved communications in emergent events. The overall acquisition amount is \$2,519,229.40. The term of this agreement is five years. Payments are as follows:

FY 24-25: \$503,845.68 FY 25-26: \$503,845.68 FY 26-27: \$503,845.68

FY 27-28: \$503,845.68 FY 29-30: \$503,845.68

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

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



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-1591409
Contract Number: USC000003806
Contract Modifier:

Date:02/23/2024

Company Name: HIGH POINT, CITY OF

Attn:

Billing Address: PO BOX 230

City, State, Zip: HIGH POINT , NC, 27261

Customer Contact:

Phone:

Required P.O. :

PO # :100054

Customer # :1011296383

Bill to Tag # :

Contract Start Date :01-Jul-2024

Contract End Date :30-Jun-2029

Payment Cycle :ANNUALLY

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	\$0.00
	SVC02SVC0343A	RELEASE IMPACT TRAINING	\$0.00
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$1,057,196.96
	LSV01S01106A	ASTRO SYSTEM ESSENTIAL PACKAGE	\$1,366,944.70
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$95,087.74
		Subtotal - Recurring Services	\$41,987.16
		Subtotal - One-Time Event Services	\$0.00
		Total	\$2,519,229.40
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA	

SPECIAL INSTRUCTIONS:

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1591409
Contract Number: USC000003806
Contract Modifier: R01-NOV-21

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
------------------------------------	-------	------

MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE
-------------------------------------	-------

Company Name :	HIGH POINT, CITY OF
Contract Number :	USC000003806
Contract Modifier :	R01-NOV-21
Contract Start Date :	01-Jul-2024
Contract End Date :	30-Jun-2029

**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: Information Technology Services

COUNCIL AGENDA DATE: 7/15/24

BID NO.: CONTRACT NO.: NC State Contract 725G DATE OPENED:

DESCRIPTION:

Acquiring radio equipment to facilitate testing as required by changes to the International Fire Code (with North Carolina Amendments).

PURPOSE:

Section 510 of the International Fire Code requires radio coverage testing for new building construction. If the building fails to meet coverage requirements, an emergency responder communication enhancement system (ERCES) must be installed in the facility to meet public safety radio coverage requirements. PCTEL's SeeHawk Monitor equipment will facilitate the Radio Systems division's ability to test for fire code compliance. The acquisition amount is \$177,993.00 and includes equipment, installation, calibration, training, and maintenance. The purchase will occur under North Carolina Purchasing Contract 725G.

COMMENTS:

Funds are available in the FY 2024-25 budget.

RECOMMEND AWARD TO: Motorola Solutions, Inc. AMOUNT: \$177,993.00

JUSTIFICATION:

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

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501243	527206			\$177,993.00
TOTAL BUDGETED AMOUNT				\$177,993.00

DEPARTMENT HEAD: Adam Ward Digitally signed by Adam Ward
Date: 2024.07.01 12:03:22 -04'00' DATE: 7/01/2024

The Purchasing Division concurs with recommendation submitted by the Information Services and recommends award to the lowest responsible, responsive bidder Motorola Solutions Inc in the amount of \$ \$177,993.00.

PURCHASING MANAGER: Candy E. Harmon Digitally signed by Candy E. Harmon
Date: 2024.07.03 13:02:21 -04'00' DATE: 7/3/2024

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn
Date: 2024.07.03 13:28:37 -04'00' DATE: 7/3/24

CITY MANAGER: DATE:



City of High Point

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

Master

File Number: 2024-274

File ID: 2024-274

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 07/03/2024

File Name:

Final Action:

Title: Consideration of a Contract with Motorola Services, Inc.
City Council is requested to consider a contract with Motorola Services, Inc. in the amount of is \$177,993.00 for radio equipment to facilitate testing as required by changes to the International Fire Code and authorize the appropriate City Official(s) to execute all necessary documents.
(Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Motorola Solutions, Inc. - Radio Equipment

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	07/11/2024	Committee Recommended Approval	City Council	07/15/2024		

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Motorola Solutions, Inc - SeeHawk Monitor	
FROM: Adam Ward, IT Services Director	MEETING DATE: July 15, 2024
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Quote for PCTEL SeeHawk Monitor Recommendation Form	

PURPOSE: Acquiring radio equipment to facilitate testing as required by changes to the International Fire Code (with North Carolina Amendments).

BACKGROUND: Section 510 of the International Fire Code requires radio coverage testing for new building construction. If the building fails to meet coverage requirements, an emergency responder communication enhancement system (ERCES) must be installed in the facility to meet public safety radio coverage requirements. PCTEL's SeeHawk Monitor equipment will facilitate the Radio Systems division's ability to test for fire code compliance. The acquisition amount is \$177,993.00 and includes equipment, installation, calibration, training, and maintenance. The purchase will occur under North Carolina Purchasing Contract 725G.

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

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



To: Lee Stanley
High Point, City of



North Carolina Sales Team

From: Motorola Solutions, Inc
Brandon Field
130 Leah Lane
Troutman, NC 28166
Feb 10 2023

Phone:
Fax:

Phone: 803-807-6219

Qty	Model #	Description	Unit Price	Extended Price
3	DS0892001	SEEHAWK MONITOR P25 REMOTE TEST UNIT (RTU) W/ SPECTRUM ANALYSIS & P25 UPLINK	\$39,195.00	\$117,585.00
3	DSOP009A	RACK MOUNT, DUAL BRACKET/SHELF KIT, 19 INCH 1U (FOR SEEHAWK MONITOR REMOTE TEST UNIT	\$98.00	\$294.00
1	DS09218F	SEEHAWK MONITOR PLATFORM MANAGER WITH TRANSFERABLE LICENSE (WINDOWS BASED)	\$5,106.00	\$5,106.00
3	OPS181	ONE DAY REMOTE SUPPORT (NOT IN DROPSHIP YET)	\$0.00	\$0.00
1	09531-NL	SEEHAWK CENTRAL BASE WITH AUTOMATED WORKFLOW MANAGEMENT, UNLIMITED UPLOADS (NOT IN DROPSHIP YET)	\$0.00	\$0.00
1	UPL-NL	SEEHAWK CENTRAL BULK UPLOAD (NOT IN DROPSHIP YET)	\$0.00	\$0.00
2	OPT010-C-US	SEEHAWK MONITOR TRAINING (NOT IN DROPSHIP YET)	\$0.00	\$0.00
12	DSOPS177	SEEHAWK MONITOR MAINTENANCE, CALIBRATION, WARRANTY EXTENSION PER RTU (1 YEAR)	\$4,584.00	\$55,008.00

Notes: 1. North Carolina sales tax has not been included in this quotation.
2. Prices in accordance with North Carolina State Contract #725G
3. Proposal Valid for 30 Days

Proposal Name:	PCTEL High Point	Equipment	\$177,993.00
Payment Terms:	Net 30 days	Installation	N/A
Delivery:	Approx. 90 Days from receipt of PO		
Proposal Date:	July 3, 2024	Total	\$177,993.00

**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: Information Technology Services

COUNCIL AGENDA DATE: 7/15/24

BID NO.: CONTRACT NO.: NC State Contract 725G DATE OPENED:

DESCRIPTION:

Acquiring radio equipment to facilitate testing as required by changes to the International Fire Code (with North Carolina Amendments).

PURPOSE:

Section 510 of the International Fire Code requires radio coverage testing for new building construction. If the building fails to meet coverage requirements, an emergency responder communication enhancement system (ERCES) must be installed in the facility to meet public safety radio coverage requirements. PCTEL's SeeHawk Monitor equipment will facilitate the Radio Systems division's ability to test for fire code compliance. The acquisition amount is \$177,993.00 and includes equipment, installation, calibration, training, and maintenance. The purchase will occur under North Carolina Purchasing Contract 725G.

COMMENTS:

Funds are available in the FY 2024-25 budget.

RECOMMEND AWARD TO: Motorola Solutions, Inc. AMOUNT: \$177,993.00

JUSTIFICATION:

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

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501243	527206			\$177,993.00
TOTAL BUDGETED AMOUNT				\$177,993.00

DEPARTMENT HEAD: Adam Ward Digitally signed by Adam Ward
Date: 2024.07.01 12:03:22 -04'00' DATE: 7/01/2024

The Purchasing Division concurs with recommendation submitted by the Information Services and recommends award to the lowest responsible, responsive bidder Motorola Solutions Inc in the amount of \$177,993.00.

PURCHASING MANAGER: Candy E. Harmon Digitally signed by Candy E. Harmon
Date: 2024.07.03 13:02:21 -04'00' DATE: 7/3/2024

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn
Date: 2024.07.03 13:28:37 -04'00' DATE: 7/3/24

CITY MANAGER: DATE:



City of High Point

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

Master

File Number: 2024-275

File ID: 2024-275

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 07/03/2024

File Name:

Final Action:

Title: Consideration of a Contract with 5S Technologies
City Council is requested to consider a contract with 5S Technologies in the amount of \$107,342.46 for the annual renewal of licenses for Cisco Duo Multi-Factor Authentication and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Contract - 5S Technologies

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	07/11/2024	Committee Recommended Approval	City Council	07/15/2024		

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Cisco Duo Annual License Renewal	
FROM: Virginia Baskins, Assistant IT Services Director	MEETING DATE: July 15, 2024
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: 5S Technologies Cisco Duo Quote Recommendation Form	

PURPOSE: Annual renewal of licenses for Cisco Duo Multi-Factor Authentication.

BACKGROUND: In May of 2022, the City of High Point began using multi-factor authentication. The software used to provide multi-factor authentication was Cisco Duo. Multi-factor authentication (MFA) is a security measure which requires employees to provide multiple forms of identification to prove their identity when accessing digital resources. The total cost of renewal is \$107,342.46. The purchase will occur under the purchasing contract, NCPA #01-96.

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

RECOMMENDATION /ACTION REQUESTED: The Department of Information Technology Services recommends that the vendor 5S Technologies be awarded the contract in the amount of \$107,342.46. We further recommend that City Council approves the contract and that the appropriate City official and/or employee be authorized to execute all necessary documents.



5S Technologies, LLC
121 Edinburgh South Drive, STE 205
Cary, NC 27511 USA
+19193649400
Mike.Shook@5Stechnologies.com
www.5Stechnologies.com

Quote

ADDRESS

Adam Ward
City of High Point
211 S Hamilton Street
High Point, NC 27260

QUOTE # 5STQ2267

DATE 06/03/2024

EXPIRATION DATE 07/20/2024

ACTIVITY	QTY	RATE	AMOUNT
DUO-ACCESS 1YR STANDARD CISCO DUO CLDS ACCESS EDITION 1-999 NCPA # 01-96 DNE: \$66.68	1,820	55.25	100,555.00T

Renewal Term: 7/27/2024 - 7/26/2025

Account Number: 3842035035
Routing Numbers: 053100300
First Citizens Bank

SUBTOTAL	100,555.00
TAX (6.75%)	6,787.46
TOTAL	\$107,342.46

Accepted By

Accepted Date

**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: Information Technology Services

COUNCIL AGENDA DATE: 7/15/24

BID NO.:

CONTRACT NO.:

DATE OPENED:

DESCRIPTION:

Annual renewal of licenses for Cisco Duo Multi-Factor Authentication.

PURPOSE:

In May of 2022, the City of High Point began using multi-factor authentication. The software used to provide multi-factor authentication was Cisco Duo. Multi-factor authentication (MFA) is a security measure which requires employees to provide multiple forms of identification to prove their identity when accessing digital resources.

COMMENTS:

The total cost of renewal is \$107,342.46. The purchase will occur under the purchasing contract, NCPA #01-96. Funds from fiscal year 2024-2025 will be used for this expense.

RECOMMEND AWARD TO:

5S Technologies

AMOUNT:

\$107,342.46

JUSTIFICATION:

The Department of Information Technology Services recommends that the vendor 5S Technologies, be awarded the contract. We further recommend that City Council approves the contract and that the appropriate City official and/or employee be authorized to execute all necessary documents.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
101241	527216			\$107,342.46
TOTAL BUDGETED AMOUNT				\$107,342.46

DEPARTMENT HEAD:

Adam Ward

Digitally signed by Adam Ward
Date: 2024.07.01 12:03:22 -04'00'

DATE:

7/01/2024

The Purchasing Division concurs with recommendation submitted by the

and recommends

award to the lowest responsible, responsive bidder

in the amount of \$

PURCHASING MANAGER:

DATE:

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR:

DATE:

CITY MANAGER:

DATE:



City of High Point

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

Master

File Number: 2024-279

File ID: 2024-279

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 07/03/2024

File Name:

Final Action:

Title: Consideration of a Contract with Mental Health Associates of the Triad
City Council is requested to consider a contract with Mental Health Associates of the Triad in the amount of \$136,987.20 for contracted social work support services at the library and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Contract - Mental Health Associates of the Triad

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	07/11/2024	Committee Recommended Approval	City Council	07/15/2024		

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Contract with Mental Health Associates of the Triad	
FROM: Mary Sizemore, Library Director	MEETING DATE: July 15, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: none	

PURPOSE: To approve a contract in the amount of \$136,987.20 with Mental Health Associates of the Triad for contracted social work support services at the High Point Public Library. These funds cover all costs related to the placement of a licensed social worker and a peer navigator onsite at the library.

BACKGROUND: For five years, the library has had social work interns from the Joint School of Social Work from UNC-G and NC A&T who provide assistance and referrals to library customers during the academic year. The need for such assistance has grown exponentially, especially in the areas of economic insecurity and mental health and library staff are not equipped to respond effectively to these issues. In addition to directly working with library customers, the contracted social workers will support library staff through training in issues relating to behavior management, social services, and trauma-informed approaches to public services.

BUDGET IMPACT: Funds for the contract were included in the approved 2024-2025 budget.

RECOMMENDATION/ACTION REQUESTED: The Library Department recommends that City Council approve a contract with Mental Health Associates of the Triad in the amount of \$136,987.20 for contracted social work support services at the library.



City of High Point

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

Master

File Number: 2024-280

File ID: 2024-280

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 07/08/2024

File Name:

Final Action:

Title: Consideration of a Resolution and Interlocal Agreement between the City of High Point and the County of Guilford for the Provision of Animal Sheltering
City Council is requested to consider a Resolution ratifying and authorizing the execution of an Interlocal Agreement to the provision of animal shelter services by Guilford County to the City of High Point. (Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Interlocal Agreement Guilford County - Animal Shelter

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	07/11/2024	Committee Recommended Approval	City Council	07/15/2024		

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Interlocal Agreement Between the City of High Point and the County of Guilford for the Provision of Animal Sheltering	
FROM: C. H. Cheeks, III, Chief of Police	MEETING DATE: July 15, 2024
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Resolution Interlocal Agreement	

PURPOSE: To request approval to execute an Interlocal Agreement between the City of High Point and the County of Guilford for the provision of animal sheltering.

BACKGROUND: Renewal of the interlocal agreement between the City of High Point and Guilford County covering services for the animal shelter, located at 4525 West Wendover Ave, Greensboro, NC. This agreement covers services from July 1, 2024, to June 30, 2025. The county will maintain full financial responsibility for the operation of the Guilford County Animal Shelter. The City of High Point continues to own one-eighths (1/8) undivided ownership in the shelter. The City of High Point will continue to provide their own animal collection services and will use the Guilford County Animal Shelter as the main resource for the sheltering of collected animals.

BUDGET IMPACT: No budget impact as a result of this interlocal agreement.

RECOMMENDATION/ACTION REQUESTED: The Police Department requests that the City Council authorize and execute this interlocal agreement with Guilford County for the provision of animal sheltering.

A RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT PERTAINING TO THE PROVISION OF ANIMAL SHELTER SERVICES BY GUILFORD COUNTY TO THE CITY OF HIGH POINT

WHEREAS, N.C. General Statute § 160A-461, “Interlocal cooperation authorized,” authorizes units of local government to enter into agreements with each other in order to execute an undertaking by one unit of local government on behalf of another unit of local government; and

WHEREAS, the City of High Point wishes to enter into an individual agreement with Guilford County, by which Guilford County has agreed to provide certain animal shelter services to the City of High Point, pursuant to the attached Interlocal Agreement, and doing so is in the public interest.

NOW, THEREFORE, BE IT RESOLVED that the City Council for the City of High Point does hereby ratify and authorize, in substantial form, the attached Interlocal Agreement between Guilford County and the City of High Point. The High Point City Manager or an Assistant City Manager is hereby authorized and directed to execute the attached Interlocal Agreement, in substantial form. This resolution shall be spread upon the minutes.

Adopted this the ____ day of _____, 2024.

Cyril Jefferson, Mayor, Chair

ATTEST:

Sandra Keeney, City Clerk

NORTH CAROLINA
GUILFORD COUNTY

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF HIGH POINT AND THE COUNTY OF GUILFORD FOR
THE PROVISION OF ANIMAL SHELTERING**

This is an Interlocal cooperation agreement made and entered into this the 1st day of July, 2024, by and between the City of High Point, a municipal corporation in the State of North Carolina (hereinafter called the "CITY"), and Guilford County, North Carolina, a body politic and corporate (hereinafter called the "COUNTY"), collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the North Carolina General Statutes in Chapter 160A, Article 20, provide that units of local government may enter into agreements in order to execute an undertaking providing for the continual exercise by one unit of any power, function or right, including the provision of animal control and shelter services; and

WHEREAS, in 1955, the General Assembly authorized the COUNTY, the City of Greensboro and the CITY to jointly construct and operate an animal shelter; and

WHEREAS, the CITY and COUNTY agree that it is in the best interest of both parties that the COUNTY assume full financial responsibility for the animal shelter as initially agreed to on June 1, 2011 (Guilford County Contract No. 42120-03/11-174); and

WHEREAS, the governing bodies of the CITY and COUNTY have ratified this Interlocal Agreement by resolutions being recorded in their respective minutes; and

WHEREAS, it is now desirable and in the mutual best interest of the CITY and the COUNTY that both parties enter into a new agreement for the operation of an animal shelter in accordance with the terms and conditions hereinafter set out.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants, terms and conditions contained herein accruing to the benefit of each of the respective parties hereto, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Term of Agreement. This Interlocal Agreement shall continue for one (1) year, from July 1, 2024 to June 30, 2025, unless terminated pursuant to the terms herein.

2. Animal Shelter. The CITY and COUNTY agree that the COUNTY will maintain full financial responsibility for the operation of the Guilford County Animal Shelter, located at 980 Guilford College Road, Greensboro, North Carolina. Such responsibility includes all current and future capital expenditures related to the operation of the Guilford County Animal Shelter. The COUNTY acknowledges that the CITY continues to own a one-eighths (1/8) undivided ownership interest in one of the tracts comprising the former Guilford County Animal Shelter located at 4525 West Wendover Avenue, Greensboro, North Carolina. The COUNTY agrees to continue to provide animal shelter services to the CITY at no charge.
3. Animal Control. The CITY agrees to continue to enforce its own animal control laws and provide its own animal control services within the corporate limits to citizens of the CITY of High Point and meet their needs in a courteous, professional, efficient, productive and cost-effective manner.
4. Liability. The COUNTY shall provide legal support and representation to its employees performing work under this agreement in accordance with COUNTY policies and resolutions concerning defense of employees. The COUNTY shall handle all claims arising out of its operation of the animal shelter, and CITY shall have no responsibility or liability regarding any such claims, except that any claims arising directly or indirectly out of CITY's actual or alleged actions outside of its legal authority in causing an animal to come into COUNTY's possession shall be the sole responsibility of CITY and, to the extent permitted by law, CITY shall indemnify COUNTY with respect to such claims (including attorney's fees and other costs of defense thereto). Nothing in this agreement is intended, or shall be construed, to waive or prevent COUNTY from raising any immunity or defense that COUNTY, its officers, agents, and/or employees may have to claims against them, all of which are reserved.
5. Disposition of Animals. The Parties agree that COUNTY's ordinances, procedures, policies, and fees shall apply to the disposition of animals received by COUNTY pursuant to this Agreement.
6. Amendments. This Agreement may be amended from time to time upon mutual consent of the governing bodies of the CITY and COUNTY as expressed in writing.
7. Prior Agreements. This Interlocal Agreement supersedes any existing Interlocal Agreements between the CITY and the COUNTY regarding the animal shelter and/or animal control services with respect to services provided on or after July 1, 2024.
8. In accordance with N.C.G.S. §143C-6A-5 and other applicable sections of N.C.G.S. §143C-6A regarding the Iran Divestment Act of 2015, each Party hereby certifies that it is not identified on the State Treasurer's list of persons which the Treasurer has determined engage in investment activities in Iran, including any subcontractors of either Party.
9. The PARTIES agree that this Agreement is subject to the jurisdiction and laws of the

State of North Carolina, and both PARTIES agree to comply with all applicable laws. Any controversies arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

10. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement, as amended, in their respective names and titles, by their proper officials, all by the authority of appropriate resolutions of the governing bodies of each of the taxing units, duly adopted, as of the day and year first written above.

ATTEST:

GUILFORD COUNTY

By: _____
Clerk to Board

By: _____
Assistant County Manager

By: _____
County Animal Services Director

ATTEST:

THE CITY OF HIGH POINT

By: _____
City Clerk

By: _____
City Manager

APPROVED AS TO FORM
LEGAL SUFFICIENCY

THIS INSTRUMENT HAS BEEN
PREAUDITED IN THE MANNER
REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND
FISCAL CONTROL ACT

By: _____
City Attorney

By: _____
City Finance Officer



City of High Point

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

Master

File Number: 2024-281

File ID: 2024-281

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 07/08/2024

File Name:

Final Action:

Title: Consideration of a Purchase of Training and Duty Ammunition from Vista Outdoor dba Kiesler Police Supply
City Council is requested to approve a purchase of training and duty ammunition from Vista Outdoor dba Kiesler Police Supply in the amount of \$152,203 and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Annual Ammo Purchase - Kiesler Police Supply

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	07/11/2024	Committee Recommended Approval	City Council	07/15/2024		

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Police Department- Annual Ammunition Purchase- Vista Outdoor DBA Kiesler Police Supply	
FROM: C. H. Cheeks, III, Chief of Police	MEETING DATE: July 15, 2024
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Quote, Purchase Memo & Vendor Terms & Conditions Vendor Authorization Letter Bid Recommendation Form	

PURPOSE: To request approval to procure training and duty ammunition from Vista Outdoor DBA Kiesler Police Supply not to exceed \$152,203.

BACKGROUND: This ammunition is for the official duty use of the High Point Police Department. Ammunition is available from multiple manufacturers in a variety of bullet weights and configurations, which are periodically evaluated by the Department armorer and firearms instructors.

Vista Outdoor, Law Enforcement distributor in the State of North Carolina, Kiesler Police Supply in Jeffersonville, IN, currently is the only factory authorized Law Enforcement Distributor in the State of North Carolina for CCI-Speer and Federal Cartridge Company, which Vista Outdoor owns. Kiesler Police Supply is the only authorized Law Enforcement Distributor for drop shipments directly from the factory within North Carolina.

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

RECOMMENDATION/ACTION REQUESTED: The Police Department recommends approving and authorizing the creation of a blanket purchase order for required training and duty ammunition purchases in the amount of \$152,203 for Fiscal Year 2024-2025 with Vista Outdoor DBA Kiesler Police Supply.

Vista Outdoor DBA Kiesler Police Supply
2802 Sable Mill Road
Jeffersonville, IN. 47130
July 22, 2024
PD FY 25 Ammunition Purchase



Dear Sirs,

The High Point Police Department wants to order the following ammunition for the 2025 Fiscal Year (July 2024-June 2025). The ammunition can be delivered on or after July 01, 2024, with payment made under a City Purchase Order. The PO number is pending.

This ammunition is for the official duty use of the High Point Police Department. We prefer direct shipment from the ammunition manufacturer to the HPPD RFTF at 6011 Riverdale Rd. High Point, NC. 27263. We do have a loading dock and accept palletized shipments.

220 cases of Speer item 53620 (9mm 147 grain TMJ) at \$255.41 per 1000 rd case.
\$56,190.20

30 cases of Speer item 53619 (9mm 147 grain GDHP) at \$437.66 per 1000 rd case.
\$13,129.80

182 cases of Federal item AE223 (.223 55 grain FMJ) at \$274.10 per 500 rd case.
\$49,886.20

20 cases of Speer item 24475 (.223 75 grain GDSP) at \$355.20 per 500 rd case. \$7,104.00

15 cases of Fed item LE13200 (12-gauge 00 buckshot flite control) at \$208.07 per 250 rd case. \$3,121.05

18 cases of Fed item LEB127LRS (12-gauge low recoil tru ball slug) at \$218.04 per 250 rd case. \$3,924.72

15 cases of Fed item FEDETGL12/8 (12-gauge 2-3/4" 2-3/4DE) at \$92.20 per 250 rd case.
\$1,383.00

12 cases of Fed item FEDET308T (308WIN 168 GRAIN) at \$653.31 per 500 rd case.
\$7,839.72

Sub-Total: \$142,578.69

Tax: \$9,624.04

Total: \$152,202.73

Sincerely,

MPOIII Adam Burkholder
Rangemaster and Lead Firearms Instructor
High Point Police Department
Phone 336-887-7980
adam.burkholder@highpointnc.gov

! Law Enforcement, Military & FFL Sales Only

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Quote Terms & Conditions

Quotes are only good for 30 days and are subject to manufacturer price increase. When placing order, please mention you obtained your quote from our website. Thank you for giving Kiesler Police Supply the opportunity to serve you!

Quoted items that are not in stock will be special ordered items and may be subject to backorder at manufacturer's discretion. Price(s) reflected on the quote are good only for the quantity requested by customer in this initial quote request.

Prices, shipping rates, and delivery are subject to change.

Prices are quoted with F.E.T. "IN" - for information for TAX EXEMPT purchases, please call 812-288-5740 for correct paperwork and forms.

NOTICE ON CLOSEOUT/USED ITEMS: KIESLER POLICE SUPPLY DOES NOT WARRANTY USED/CLOSEOUT ITEMS IN ANY FORM DUE TO BREAKDOWN AND THE USED NATURE OF THE ITEMS. KIESLER NOR THE MANUFACTURER COVER ANY FAULTS, DAMAGE, OR LIABILITY FROM THE USE OF USED/CLOSEOUT PRODUCT.

Due to restrictions, Kiesler Police Supply does not quote or sell weapons or ammunition to Alaska, California, Colorado, Connecticut, District of Columbia, Hawaii, Maryland, Massachusetts, New Jersey, New York City, New York State, Rhode Island or Washington state. All sales are subject to state and local laws and restrictions.

Hours of Operation to order:

Monday - Friday

8:00AM - 5:00PM Eastern Standard Time

Customer Service

Contact Kiesler

812.288.5740

1 [Law Enforcement/IOP \(/outside-inside-le-sales-reps?Purge=True\)](/outside-inside-le-sales-reps?Purge=True)

2 [Government \(/government-contact-page?Purge=True\)](/government-contact-page?Purge=True)

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service@kiesler.com

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Jeffersonville, IN 47130

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STC 4615A Ammunition and Firearms

Categories	
1 - Ammunition Pistol (Handgun)	6 - Firearms Rifles
2 - Ammunition Rifle	7 - Firearms Shotguns
3 - Ammunition Shotgun	8 - Firearms Optics
4 - Ammunition Training	9 - Firearms Suppressors
5 - Firearms Pistol (Handgun)	10 - Firearms Accessory/Parts

Awarded Vendors

Vendor	Category	Manufacturer	Discount
AmChar Wholesale Inc	5	Glock	.89%
William Hackett, bill@amchar.com , 585-559-6270	10	Glock	23.0%

Vendor	Category	Manufacturer	Discount
Craigs Firearm Supply	1,2,3,	Remington	10.0%
Tony Lardo, tonyl@craigswirearms.com , 865-388-6337	6	Adams Arms	15.0%
	6	Angstadt Arms	20.0%

Vendor	Category	Manufacturer	Discount
Dana Safety Supply	1,2,3	Winchester	44.0%
James Panter, jpanter@danasafetysupply.com , 336-897-4055			

Vendor	Category	Manufacturer	Discount
FN America	5,6	FN America	25.0%
Authorized Distributors Provided Below	10	FN America	15.0%
Distributor Name	Point of Contact	Phone Number	Email Address
Dana Safety Supply	Neil Doss	336-685-2595	ndoss@danasafety.com
Lawmens Distribution	Korry Cole	919-448-4673	Korry.Cole@Lawmens.com
Town Police Supply	Nick Horsley	276-647-4161	Nick@townpolice.com

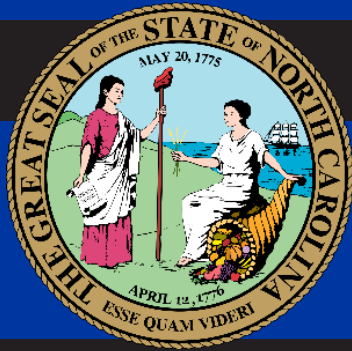
Vendor	Category	Manufacturer	Discount
Gulf States Distributors	1,2	Force on Force	17.0%
Tommy Trammell, tommy@gulfstatesdist.com , 334-669-4676	1,2	PMC	35.0%
	1,2,3	Hornady	44.0%
Vendor	Category	Manufacturer	Discount
Kiesler Police Supply Inc	1,2,3	Federal	38.0%
Brittany A.L. Girdler, bgirdler@kiesler.com , 812-288-5740	1,2,3	Speer	38.0%

Vendor	Category	Manufacturer	Discount
PAI Defense	4,10	Bryna	5.00%
Justin Ross, justin@paidefense.com , 260-244-4570	5,6	Daniel Defense	12-22%
	5,6	Geissele	16.000%
	5	Heckler & Koch	25.000%
	6	Heckler & Koch	27.000%
	5	Shadow Systems	32.000%
	6,9,10	B&T	15.000%

Vendor	Category	Manufacturer	Discount
Sig Sauer	1	Sig Sauer	5.0%
Authorized Distributors Provided Below	5,6,8,9	Sig Sauer	5.0%
Distributor Name	Point of Contact	Phone Number	Email Address
Lawmen's Distribution	Korry Cole	919-448-4673	Korry.Cole@Lawmens.com
Dana Safety Supply	James Panter	336-897-4055	jpartner@danasafetysupply.com

Vendor	Category	Manufacturer	Discount
Town Police Supply	5,6,7,10	Mossburg	30.2%
Mark Tosh, mtosh@townpolice.com , 800-752-5580	5,6,10	Ruger	38.1%
	5,6,7,10	S&W	32.3%
	6,7,10	RemArms	35.1%
	6,7,10	Benelli	29.6%

Vendor	Category	Manufacturer	Discount
Lawmen's Distribution	3,4	PMC	0.5%
Korry Cole, Korry.cole@lawmens.com , 919-779-6141	5,6,7,10	Baretta	22.6%
	6,10	Colt	2.6%
	6,10	LWRCI	2.6%
	8	Aimpoint	23.20%
	8	Eotech	16.10%
	8,10	Trijicon	19.60%
	8	Vortex	32.50%
	9,10	Surefire	9.4%
	10	Bianchi	37.00%
	10	Bulldog Cases & Vaults	4.60%
	10	Nightstick	32.20%
	10	Pelican	4.80%
	10	Pepperball	5.10%
	10	Safariland	37.00%
	10	Streamlight	42.00%



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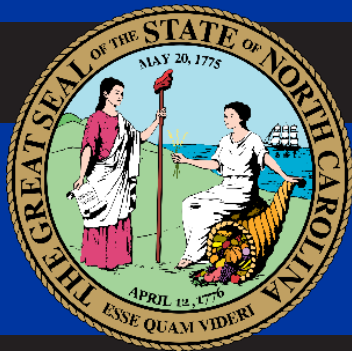
PART #	MSRP	Less 38% Discount	Description	Rounds per case
FEDERAL AMMUNITION				
P10HST1S	\$491.06	\$304.46	200GR HST JHP PD	200
P380HST1	\$959.61	\$594.96	99 GR HST HP	1000
P9HST1	\$718.18	\$445.27	124 GR. HST HP	1000
P9HST2	\$722.27	\$447.81	147 GR. HST HP	1000
P9HST3	\$726.35	\$450.34	124 GR. HST HP	1000
P357SHST1	\$935.06	\$579.74	125 GR. HST HP	1000
P40HST3	\$814.34	\$504.89	165 GR. HST HP	1000
P40HST1	\$818.44	\$507.43	180 GR. HST HP	1000
P45HST2	\$892.10	\$553.10	230 GR. HST HP	1000
P45HST1	\$892.10	\$553.10	230 GR. HST HP	1000
TROPHY BONDED PREMIUM PISTOL AMMUNITION				
P10T1	\$501.29	\$310.80	180 GR. JSP "TROPHY BONDED"	200
HYDRA-SHOK PREMIUM PISTOL & REVOLVER AMMUNITION				
P38HS1G	\$1,000.53	\$620.33	129 GR. HSHP HV +P	1000
P380HS1G	\$1,066.02	\$660.93	90 GR. HSHP	1000
P9HS1G1	\$759.10	\$470.64	124 GR. HSHP	1000
P40HS3G	\$873.68	\$541.68	165 GR. HSHP	1000
P45HS1G	\$1,012.81	\$627.94	230 GR. HSHP	1000
LEAD FREE DUTY AMMUNITION				
P9LFD1	\$558.66	\$346.37	9MM LUGER +P 115GR LEAD FREE HP	500
LEAD FREE PRIMED TRAINING LOADS				
AE9N1	\$582.77	\$361.32	124 GR TOTAL METAL JACKET	1000
AE9N2	\$592.82	\$367.55	147 GR TOTAL METAL JACKET	1000
AE40N1	\$721.42	\$447.28	180 GR TOTAL METAL JACKET	1000
AE45N1	\$856.06	\$530.76	230 GR TOTAL METAL JACKET	1000

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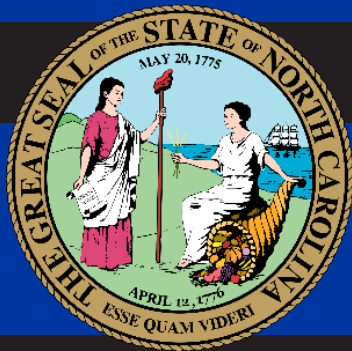
PART #	MSRP	Less 38% Discount	Description	Rounds per case
BALLISTIC CLEAN PISTOL CENTERFIRE AMMUNITION				
BC9NT3	\$866.11	\$536.99	100 GR. CQT FRANGIBLE	1000
BC9P1	\$940.47	\$583.09	98GR CU/POLY	1000
BC40CT1	\$1,115.29	\$691.48	125 GR. RHT FRANGIBLE	1000
BC40P1	\$1,055.02	\$654.11	125GR CU/POLY	1000
BC45CT1	\$1,147.45	\$711.42	155 GR. RHT FRANGIBLE	1000
CLASSIC PISTOL CENTERFIRE AMMUNITION				
9BP	\$560.63	\$347.59	115 GR. HI-JHP	1000
9MS	\$560.63	\$347.59	147 GR. HI-JHP	1000
9BP LE	\$644.52	\$399.60	115GR. HI-JHP	1000
38G	\$697.71	\$432.58	158 GR. SWHP	1000
40SWB	\$709.98	\$440.19	155 GR. HI-JHP	1000
40SWA	\$709.98	\$440.19	180 GR. HI-JHP	1000
45D	\$836.85	\$518.85	230 GR. HI-JHP	1000
CENTERFIRE PISTOL AND REVOLVER				
GM38A	\$715.40	\$443.55	148 GR LEAD WADCUTTER MATCH	1000
GM45B	\$918.35	\$569.38	185 GR FMJ SEMI WADCUTTER MATCH	1000
AE25AP	\$717.40	\$444.79	50 GR TOTAL METAL JACKET	1000
AE32AP	\$795.77	\$493.38	71 GR FULL METAL JACKET	1000
AE380AP	\$600.85	\$372.53	95 GR FULL METAL JACKET	1000
AE9DP	\$397.89	\$246.69	115 GR FULL METAL JACKET	1000
AE9AP	\$405.94	\$251.68	124 GR FULL METAL JACKET	1000
AE9FP	\$411.95	\$255.41	147 GR FULL METAL JACKET FLAT POINT	1000
AE38K	\$725.45	\$449.78	130 GR FULL METAL JACKET	1000
AE38B	\$725.45	\$449.78	158 GR LEAD ROUND NOSE	1000
AE357A	\$954.53	\$591.81	158 GR JACKETED SOFT POINT	1000

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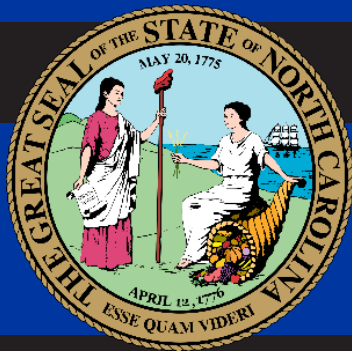
PART #	MSRP	Less 38% Discount	Description	Rounds per case
AE357S2	\$781.71	\$484.66	125 GR FULL METAL JACKET	1000
AE40R3	\$542.58	\$336.40	165 GR FULL METAL JACKET	1000
AE40R1	\$542.58	\$336.40	180 GR FULL METAL JACKET	1000
AE10A	\$848.03	\$525.78	180 GR FULL METAL JACKET	1000
AE45A	\$643.05	\$398.69	230 GR FULL METAL JACKET	1000
AMERICAN EAGLE IRT LEAD FREE PISTOL AND REVOLVER				
AE38LF1	\$460.19	\$285.32	.38SPL 100GR LEAD FREE BALL	500
AE380LF1	\$442.10	\$274.10	380 AUTO 70GR LEAD FREE BALL	500
AE9LF1	\$351.68	\$218.04	9MM LUGER 70GR LEAD FREE BALL	500
AE40LF1	\$432.05	\$267.87	40 S&W 120GR LEAD FREE BALL	500
AE45LF1	\$472.24	\$292.79	45 AUTO 140GR LEAD FREE BALL	500
SYNTECH PISTOL AND REVOLVER				
AE9SJ2	\$271.29	\$168.20	124 GR TOTAL SYNTHETIC JACKET (TSJ)	500
AE9SJ3	\$281.34	\$174.43	147 GR TOTAL SYNTHETIC TRAINING MATCH	500
AE9SJ4	\$281.34	\$174.43	124 GR TOTAL SYNTHETIC TRAINING MATCH	500
AE40SJ1	\$345.65	\$214.30	165 GR TOTAL SYNTHETIC JACKET (TSJ)	500
AE40SJ2	\$345.65	\$214.30	180 GR TOTAL SYNTHETIC TRAINING MATCH	500
AE45SJ1	\$379.81	\$235.48	230 GR TOTAL SYNTHETIC JACKET (TSJ)	500
AE45SJ2	\$381.81	\$236.72	230 GR TOTAL SYNTHETIC TRAINING MATCH	500
TACTICAL RIFLE				
LE223T1	\$419.45	\$260.06	55 GR. BONDED SOFT POINT	200
LE223T3	\$423.53	\$262.59	62 GR. BONDED SOFT POINT	200
LE556T4	\$429.68	\$266.40	5.56MM 64GR BONDED SP	200
LE308TT2	\$679.31	\$421.17	168 GR. TACTICAL BONDED TIP	200
LE300BLKTT1	\$1,278.81	\$792.86	300 BLK 100 TACTICAL BONDED TIP	200

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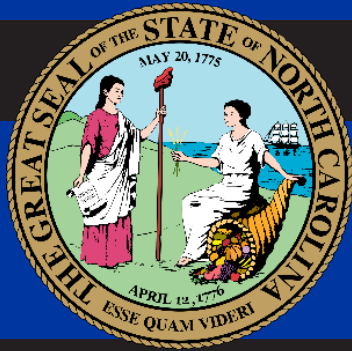
PART #	MSRP	Less 38% Discount	Description	Rounds per case
TRU RIFLE - TACTICAL RIFLE URBAN				
T223E	\$716.13	\$444.00	55 GR. HP	500
T223T	\$755.00	\$468.10	55 GR NOSLER BALLISTIC TIP	500
T223A	\$562.68	\$348.86	55 GR. SP	500
T223L	\$572.90	\$355.20	64 GR. SP	500
T223TTMK2	\$658.84	\$408.48	223 REM 69GR TACTICAL TIPPED MATCHKING	500
T308T	\$1,053.73	\$653.31	168 Tactical MatchKing	500
BALLISTIC CLEAN RIFLE				
BC556NX1	\$783.73	\$485.91	5.56MM 50GR SEMI-JACKETED FRANGIBLE	500
BC223NT5	\$783.73	\$485.91	42 GR. CQT (FRANGIBLE)	500
CENTERFIRE RIFLE				
30CA	\$429.68	\$266.40	110 GR SP RN "POWER-SHOK"	200
AE223G	\$521.76	\$323.49	50 GR JACKETED HOLLOW POINT	500
AE223	\$442.10	\$274.10	55 GR FMJ BOAT-TAIL	500
AE223N	\$462.19	\$286.56	62 GR FULL METAL JACKET	500
AE223T75	\$472.24	\$292.79	75 GR TOTAL METAL JACKET (TMJ)	500
AE223NX1	\$432.05	\$267.87	55 GR (LEAD FREE PRIMER)	500
AE224VLK1	\$221.05	\$137.05	75 GR TOTAL METAL JACKET (TMJ)	200
F224VLKMSR1	\$381.81	\$236.72	90 GR FUSION	200
AE30CB	\$532.53	\$330.17	110 GR FULL METAL JACKET	500
A76239A	\$743.53	\$460.99	124 GR FULL METAL JACKET	500
AE308D	\$876.16	\$543.22	150 GR FULL METAL JACKET BOAT-TAIL	500
AE3006N	\$1,004.77	\$622.96	150 GR FULL METAL JACKET BOAT-TAIL	500
AE300BLK1	\$813.87	\$504.60	150 GR FULL METAL JACKET BOAT-TAIL	500
AE300BLKSUP2	\$811.85	\$503.35	220 GR OTM SUBSONIC	500
F300BMSR2	\$361.73	\$224.27	150 GR FUSION	200
AE65CRD2	\$371.76	\$230.49	120 GR OTM	200

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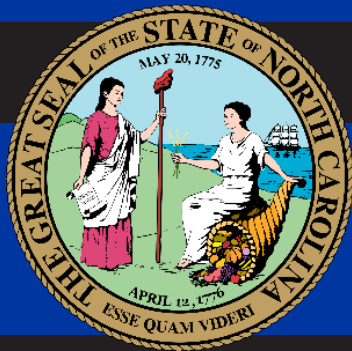
PART #	MSRP	Less 38% Discount	Description	Rounds per case
GOLD MEDAL RIFLE				
GM6CRDM1	\$505.39	\$313.34	107 GR SIERRA MK BTHP	200
GM6CRDBH1	\$546.31	\$338.71	105 GR BERGER HYBRID	200
GM65CRDBH130	\$544.26	\$337.44	130 GR BERGER HYBRID	200
GM65CRD1	\$497.19	\$308.26	140 GR SIERRA MK BTHP	200
GM223BH73	\$411.26	\$254.98	73 GR BERGER HYBRID	200
GM223M	\$374.44	\$232.15	223 REM 69GR SIERRA MK BTHP	200
GM223M500	\$910.50	\$564.51	223 REM 69GR SIERRA MK BTHP 500 RND5	500
GM223M3	\$374.44	\$232.15	223 REM 77GR SIERRA MK BTHP	200
GM224VLK1	\$456.27	\$282.89	90 GR SIERRA MATCHKING BTHP	200
GM224VLKBH2	\$474.69	\$294.31	224 VALKYRIE 80.5GR GOLD MEDAL BERGER	200
GM308BH185	\$511.52	\$317.14	185 GR BERGER HYBRID	200
GM308M	\$458.32	\$284.16	308 WIN 168GR SIERRA MK BTHP	200
GM308M500	\$1,094.66	\$678.69	308 WIN 168GR SIERRA MK BTHP 500 RND5	500
GM308M2	\$450.15	\$279.09	308 WIN 175GR SIERRA MK BTHP	200
GM3006M	\$507.44	\$314.61	3006 SPRG 168GR SIERRA MK BTHP	200
GM300WM	\$748.87	\$464.30	300 WIN MAG 190GR SIERRA MK BTHP	200
GM762M2	\$1,422.03	\$881.66	7.62X51MM 175GR GOLD MEDAL SIERRA MK BTHP	200
GM338LM2	\$1,503.87	\$932.40	300 GR SIERRA MK BTHP	200
FRANGIBLE - NON LEAD				
BC127 RS	\$773.68	\$479.68	FRANGIBLE NON LEAD	250
BC132 00	\$580.76	\$360.07	FRANGIBLE NON LEAD	250
TACTICAL BUCKSHOT				
LE133 00	\$335.60	\$208.07	8 PLTS - 00 BUCK	250
LE132 00	\$335.60	\$208.07	9 PLTS - 00 BUCK	250
LE127 00	\$335.60	\$208.07	9 PLTS - 00 BUCK	250

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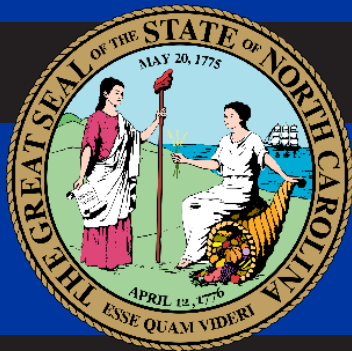
PART #	MSRP	Less 38% Discount	Description	Rounds per case
SLUG AND BUCKSHOT				
P154 00	\$862.10	\$534.50	12GA 2-3/4" 9 PLTS-00 BUCK COPPER PLATED	250
P156 00	\$862.10	\$534.50	12GA 2-3/4" 12 PLTS-00 BUCK COPPER PLATED	250
F127 000	\$335.60	\$208.07	12GA 2-3/4" MAX. 8 PELLETS-000 BUCK	250
F127 00	\$335.60	\$208.07	12GA 2-3/4" MAX. 9 PELLETS-00 BUCK	250
F130 00	\$351.68	\$218.04	12GA 2-3/4" MAG. 12 PELLETS-00 BUCK	250
F127 RS	\$335.60	\$208.07	12GA 2-3/4" MAX. 1OZ HOLLOW POINT	250
F130 RS	\$361.73	\$224.27	12GA 2-3/4" MAG. 1-1/4OZ HOLLOW POINT	250
H132 00	\$331.58	\$205.58	12ga 2-3/4" 3DE 9 PELLETS-00 BUCK	250
TACTICAL RIFLED SLUGS				
LE127 RS	\$341.63	\$211.81	1 OUNCE HYDRA-SHOK HP	250
LEB127 RS	\$351.68	\$218.04	1 OUNCE BALL SLUG	250
LEB127 DPRS	\$432.05	\$267.87	1 OUNCE TRUBALL DEEP PENETRATOR SLUG	250
LEB127 LRS	\$351.68	\$218.04	1 OUNCE SLUG LOW RECOIL	250
TOP GUN SHOTSHELLS				
HOA12L 7.5	\$204.97	\$127.08	12GA 2 3/4 IN 1 1/8OZ 1,145 FPS 2 3/4 DRAM	250
HOA12L 8	\$204.97	\$127.08	12GA 2 3/4 IN 1 1/8OZ 1,145 FPS 2 3/4 DRAM	250
HOA12H 7.5	\$204.97	\$127.08	12GA 2 3/4 IN 1 1/8OZ 1,200 FPS 3DRAM	250
HOA12H 8	\$204.97	\$127.08	12GA 2 3/4 IN 1 1/8OZ 1,200 FPS 3DRAM	250
TG12 7.5	\$148.71	\$92.20	12GA 2 3/4" 1 1/8OZ 1,200 FPS	250
TG12 8	\$148.71	\$92.20	12GA 2 3/4" 1 1/8OZ 1,200 FPS	250
TGL12 7.5	\$148.71	\$92.20	12GA 2-3/4" 2-3/4DE 1-1/8OZ 7.6	250
TGL12 8	\$148.71	\$92.20	12GA 2-3/4" 2-3/4DE 1-1/8OZ 9	250
TGL12 9	\$152.73	\$94.69	12GA 2-3/4" 2-3/4DE 1-1/8OZ 10	250
TG20 7.5	\$148.71	\$92.20	20GA 2 3/4" 7/8OZ 1,210 FPS	250
TG20 8	\$148.71	\$92.20	20GA 2 3/4" 7/8OZ 1,210 FPS	250
TG20 9	\$148.71	\$92.20	20GA 2 3/4" 7/8OZ 1,210 FPS	250

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POLICE SUPPLY

STATE OF NORTH CAROLINA CATALOG PRICING

Contract Period: 05/01/2024-04/30/2025

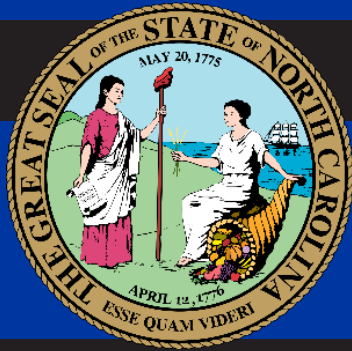
PART #	MSRP	Less 38% Discount	Description	Rounds per case
.22 LONG RIFLE				
510	\$521.76	\$323.49	22LR 40GR LRN 50CT	5000
745	\$521.76	\$323.49	23LR HV 36GR COPPER PLATED HP "CHAMPION"	5250
SPEER AMMUNITION				
SPEER GOLD DOT G2 HIGH-PERFORMANCE CENTERFIRE AMMUNITION				
54226	\$808.21	\$501.09	9MM LUGER 147 GR G2 AMMO	1000
53999	\$910.50	\$564.51	40 S&W 180 GR G2 AMMO	1000
54256	\$1,094.66	\$678.69	45 AUTO 230 GR G2 AMMO	1000
23602GD	\$337.60	\$209.31	124 GR. HST HP	200
23604GD	\$401.03	\$248.64	32 AUTO 60 GR GDHP AMMO	200
53606	\$695.66	\$431.31	380 AUTO 90 GR GDHP AMMO	1000
53614	\$705.90	\$437.66	9MM 115 GR GDHP AMMO	1000
53618	\$705.90	\$437.66	9MM 124 GR GDHP AMMO	1000
53619	\$705.90	\$437.66	9MM LUGER 147 GR GDHP AMMO	1000
53617	\$705.90	\$437.66	9MM LUG+P 124 GR GDHP AMMO	1000
53722	\$873.68	\$541.68	38 SPL 125 GR GDHP AMMO	1000
53720	\$873.68	\$541.68	38 SPL+P 125 GR GDHP AMMO	1000
53918	\$761.15	\$471.91	357 SIG 125 GR GDHP-LP AMMO	1000
54234	\$761.15	\$471.91	357 SIG 125 GR GDHP AMMO	1000
53960	\$1,094.66	\$678.69	357 MAG 158 GR GDHP AMMO	1000
53970	\$808.21	\$501.09	40 S&W 165 GR GDHP AMMO	1000
53962	\$818.44	\$507.43	40 S&W 180 GR GDHP AMMO	1000
54000GD	\$468.55	\$290.50	10 MM AUTO 200 GR GDHP 44 S&W SPL 200 GR GDHP	200
23980GD	\$515.61	\$319.68	44 S&W SPL 200 GR GDHP	200
53969	\$904.37	\$560.71	45 AUTO+P 200 GR GDHP AMMO	1000
53966	\$904.37	\$560.71	45 AUTO 230 GR GDHP AMMO	1000
53978	\$935.06	\$579.74	45 G.A.P. 200 GR GDHP AMMO	1000

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STATE OF NORTH CAROLINA CATALOG PRICING

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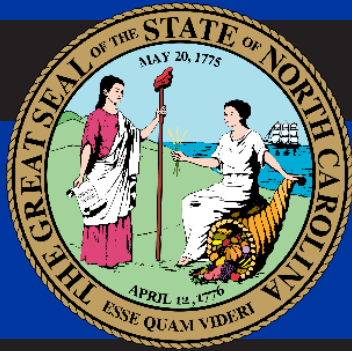
PART #	MSRP	Less 38% Discount	Description	Rounds per case
SPEER GOLD DOT HIGH-PERFORMANCE CENTERFIRE SHORT BARREL AMMUNITION				
954	\$1,041.45	\$645.70	22 WMR 40-GR GOLD DOT HP "SHORT BARREL"	2000
23611GD	\$378.53	\$234.69	9MM LUGER +P 124 GDHP SHORT BARREL	200
53921	\$859.35	\$532.80	38 SPL+P 135 GR GDHP AMMO	1000
23971GD	\$460.37	\$285.43	357 MAG 135 GDHP SHORT BARREL	200
23974GD	\$419.45	\$260.06	40 S&W 180 GDHP SHORT BARREL	200
23975GD	\$448.10	\$277.82	45 AUTO 230 SB GDHP AMMO	200
SPEER GOLD DOT HIGH-PERFORMANCE RIFLE AMMUNITION				
24446	\$562.68	\$348.86	223 REM 55 GOLD DOT SP	500
24445SP	\$562.68	\$348.86	223 REM 62 GR GOLD DOT	500
24475	\$572.90	\$355.20	223 REM 75 GR GOLD DOT	500
24457	\$961.66	\$596.23	308 WIN 150GR SPEER GDSP	500
24458	\$961.66	\$596.23	308 WIN 168 SPEER GDSP	500
SPEER LAWMAN BRASS CASE CENTERFIRE AMMUNITION				
53608	\$603.60	\$374.23	380 AUTO 95 GR TMJ LAWMAN	1000
53650	\$397.89	\$246.69	9MM LUGER 115 GR TMJ LAWMAN	1000
53651	\$401.90	\$249.18	9MM LUGER 124 GR TMJ LAWMAN	1000
53620	\$411.95	\$255.41	9MM LUGER 147 GR TMJ LAWMAN	1000
53733	\$695.31	\$431.09	38 SPL 125GR TMJ LAWMAN	1000
53750	\$697.31	\$432.33	38 SPL+P 158 TMJ LAWMAN	1000
53919	\$633.00	\$392.46	357 SIG 125 GR TMJ LAWMAN	1000
53955	\$492.34	\$305.25	40 S&W 165 TMJ LAWMAN	1000
53652	\$492.34	\$305.25	40 S&W 180 GR TMJ LAWMAN	1000
53653	\$562.68	\$348.86	45 AUTO 230 GR TMJ LAWMAN	1000
53658	\$572.73	\$355.09	45 AUTO 230 GR FLAT NOSE TMJ LAWMAN	1000
53979	\$823.92	\$510.83	45 G.A.P. 185 GR TMJ LAWMAN	1000

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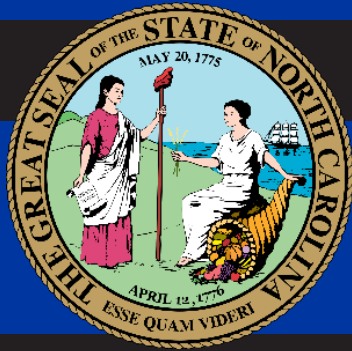
PART #	MSRP	Less 38% Discount	Description	Rounds per case
53980	\$793.77	\$492.14	45 G.A.P. 200 GR TMJ LAWMAN	1000
SPEER LAWMAN CLEAN-FIRE BRASS CASE CENTERFIRE AMMUNITION				
53824	\$452.15	\$280.33	9MM LUGER 124 GR TMJ CLNFR LMN	1000
53826	\$452.15	\$280.33	9MM LUGER 147 GR TMJ CLNFIR LM	1000
53833	\$665.16	\$412.40	38 SPL+P 158 TMJ CLNFIR LAWMAN	1000
54232	\$665.16	\$412.40	357 SIG 125 GR TMJ CLNFIR LMN	1000
53982	\$665.16	\$412.40	40 S&W 165 TMJ CF LAWMAN LEO	1000
53880	\$572.73	\$355.09	40 S&W 180 GR TMJ CLNFIR LAWMN	1000
53885	\$683.24	\$423.61	45 AUTO 230 GR TMJ CLNFIR LMN	1000
SPEER LAWMAN RHT CENTERFIRE AMMUNITION				
53365	\$815.87	\$505.84	9MM 100 GR RHT FRANGIBLE	1000
53368	\$1,020.85	\$632.93	357 SIG 100 FRANGIBLE AMMO	1000
53375	\$944.48	\$585.58	40 S&W 125 GR RHT FRANGIBLE	1000
53395	\$1,115.29	\$691.48	45 AUTO 155 GR RHT FRANGIBLE	1000
BLAZER CENTERFIRE AMMUNITION				
3501	\$693.03	\$396.20	25 AUTO 50 GR FMJ BLAZER	1000
3503	\$709.37	\$439.81	32 AUTO 71 GR FMJ BLAZER	1000
3505	\$536.55	\$332.66	380 AUTO 95 GR FMJ BLAZER	1000
3509	\$391.85	\$242.95	9MM 115 GR FMJ BLAZER	1000
3514	\$602.87	\$373.78	38 SPL+P 125 GR JHP BLAZER	1000
3519	\$602.87	\$373.78	38 SPL+P 158 GR FMJ BLAZER	1000
3542	\$705.35	\$437.32	357 MAG 158 GR JHP BLAZER	1000
3589	\$538.56	\$333.91	40 S&W 165 FMJ BLAZER	1000
3597	\$610.90	\$378.76	10MM AUTO 200 FMJ BLAZER	1000
3556	\$1,065.06	\$660.34	44 SPL 200 GR JHP BLAZER	1000
3570	\$643.05	\$398.69	45 ACP 230 FR FMJ BLAZER	1000
3584	\$1,276.06	\$791.16	45 COLT 200 GR JHP BLAZER	1000

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STATE OF NORTH CAROLINA CATALOG PRICING

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PART #	MSRP	Less 38% Discount	Description	Rounds per case
BLAZER CLEAN-FIRE CENTERFIRE AMMUNITION				
3460	\$502.39	\$311.48	9MM 124 TMJ CLNFIR BLZ (50 PK)	1000
3462	\$502.39	\$311.48	9MM 147 GR TMJ CLNFIR BLAZER	1000
3522	\$633.00	\$392.46	158 GR LRN BLAZER	1000
3475	\$542.58	\$336.40	38 SPL+P 135 GR GDHP AMMO	1000
3477	\$612.92	\$380.01	40 S&W 180 TMJ CF BLAZER	1000
3480	\$673.19	\$417.38	45 AUTO 230 TMJ CLNFIR BLAZER	1000
BLAZER BRASS AMMUNITION				
5200	\$432.05	\$267.87	9MM 115GR FMJ BLAZER BRASS	1000
5201	\$442.10	\$274.10	9MM 124GR FMJ BLAZER - BRASS	1000
5202	\$592.82	\$367.55	380 AUTO 95 FMJ BLAZER BRASS	1000
5204	\$673.19	\$417.38	125 FMJ BLAZER BRASS	1000
5207	\$813.87	\$504.60	158 JHP BLAZER BRASS	1000
5210	\$612.92	\$380.01	40 S&W 165 GR FMJ BLAZER BRASS	1000
5220	\$612.92	\$380.01	40 S&W 180 GR FMJ BLAZER BRASS	1000
5230	\$695.31	\$431.09	45 AUTO 230-GR FMJ BLAZER BRASS	1000
CCI RIMFIRE				
35	\$500.37	\$310.23	22 LR STANDARD VELOCITY 40 GR LRN	5000
30	\$631.00	\$391.22	22 LR MINI MAG 40 GR CPRN	5000
31	\$622.95	\$386.23	22 LR MINI MAG 36 GR HP	5000

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Vista Outdoor
Shooting Sports
Law Enforcement Sales
2299 Snake River Avenue
Lewiston, ID 83501

www.le.vistaoutdoor.com

February 10, 2023

To Whom It May Concern:

In reference to Vista Outdoor, Law Enforcement distributors in the State of North Carolina, Kiesler Police Supply in Jeffersonville, IN, at this time is the only factory authorized Law Enforcement Distributor in the State of North Carolina for CCI-Speer and Federal Cartridge Company, which are owned by Vista Outdoor.

Presently, Kiesler Police Supply is the only authorized Law Enforcement Distributor for drop shipments directly from the factory within North Carolina.

Thank you for your business and interest in our products.

A handwritten signature in black ink, appearing to read "R. Watkins".

Randall D. Watkins
Director, LE Sales
USMC Ret.
Mobile: 512-549-9646
Randall.Watkins@VistaOutdoor.com

FINANCIAL SERVICES
Purchasing Division



BID RECOMMENDATION

DEPARTMENT Police

COUNCIL AGENDA DATE: 07/15/2024

BID NO. NC State Contract CONTRACT NO. 4615A DATE OPEN:

DESCRIPTION:

To procure training and duty ammunition from Vista Outdoor DBA Kiesler Police Supply not to exceed \$152,203.

PURPOSE:

This ammunition is for the official duty use of the High Point Police Department. Ammunition is available from multiple manufacturers in a variety of bullet weights and configurations, which are periodically evaluated by the Department armorer and firearms instructors.

COMMENTS:

Vista Outdoor, Law Enforcement distributor in the State of North Carolina, Kiesler Police Supply in Jeffersonville, IN, currently is the only factory authorized Law Enforcement Distributor in the State of North Carolina for CCI-Speer and Federal Cartridge Company, which Vista Outdoor owns.

Kiesler PS is the only authorized Law Enforcement Distributor for drop shipments directly from the factory with in NC. this quote are "made-to-order".

RECOMMEND AWARD TO: Vista Outdoor- Kiesler Police Supply AMOUNT: 152,203

JUSTIFICATION:

Statewide Term Contract 4615A – Ammunition & Firearms

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
101315	526101			152,203
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: Curtis H Cheeks III Digitally signed by Curtis H Cheeks III Date: 2024.07.05 13:49:40 -04'00' DATE: 07/05/24

The Purchasing Division concurs with recommendation submitted by the Police Department and recommends award to the lowest responsible, responsive bidder Vista Outdoor-Kiesler Police in the amount of \$152,203.00.

PURCHASING MANAGER: Candy E. Harmon Digitally signed by Candy E. Harmon Date: 2024.07.10 11:33:47 -04'00' DATE: 7/10/24

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn Date: 2024.07.10 13:00:41 -04'00' DATE: 7/10/24

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



City of High Point

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

Master

File Number: 2024-283

File ID: 2024-283

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 07/08/2024

File Name:

Final Action:

Title: Consideration of a Purchase from Lawmen's Police and Tactical Supply
City Council is requested to consider a purchase from Lawmen's Police and Tactical Supply in the amount of \$125,731 for the purchase of Sig P320, 9 MM handgun duty pistols.
(Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: PD Gun Replacement Proposal Lawmen's

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	07/11/2024	Committee Recommended Approval	City Council	07/15/2024		

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Police Department Handgun Replacement- Lawmen's Police and Tactical Supply	
FROM: C. H. Cheeks, III, Chief of Police	MEETING DATE: July 15, 2024
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Lawmen's Handgun Replacement Proposal Quote & Contract Recommendation Form	

PURPOSE: To request approval to purchase of Sig P320, 9 MM handguns (duty pistols) from Lawmen's Police and Tactical Supply for the Police Department in amount of \$125,731.

BACKGROUND: The High Point Police Department has a need for handgun replacement. Lawmen's Police and Tactical Supply has offered the Police Department an opportunity to purchase this equipment with a trade-in allowance to realize significant cost savings. The Sig P320, 9 MM handguns (duty pistols) are on State Contract #4615A; thereby, exempting the need for a formal competitive bid process.

The PD has evaluated a weapon replacement due to an industry standard of updating weapons platforms every 7 years, our current weapons platform was implemented in 2018. In addition, our current weapons are no longer manufactured in .40 s&w and because of that parts for the .40 s&w guns are not being made anymore. Lastly, this updated weapons platform provides an external thumb safety option that we wish to implement to enhance operational safety.

Lawmen's proposal: $260 \times \$453 = \$117,780 - \$72,800$ (trade in credit) = \$44,980 plus applicable sales tax

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

RECOMMENDATION/ACTION REQUESTED: The Police Department recommends approving and authorizing the purchase of Sig P320, 9 MM handguns (duty pistols) from Lawmen's Police and Tactical Supply in the amount of \$125,731.

CITY OF HIGH POINT
AGENDA ITEM





3319 Anvil Place
Raleigh, NC 27603

800 Clanton Road Suite T
Charlotte, NC 28217

SALES QUOTE

SQ-406263

7/8/2024

REMIT TO: 3319 Anvil Place, Raleigh, NC 27603



Customer		Contact		Ship To			
CITY OF HIGH POINT ATTN: ACCOUNTS PAYABLE PO BOX 230 HIGH POINT NC 27261 Tel: (336)883-3495 Fax: (336)883-8572				HIGH POINT POLICE DEPARTMENT ANGIE BURKHART 1730 WESTCHESTER DRIVE HIGH POINT NC 27262			
Account	Terms		Due Date		Account Rep		Schedule Date
HIGHPO	NET 30 Email Delivery		8/7/2024		Zachary Parke		7/8/2024
Quotation	PO #		Reference		Ship VIA		Page Printed
SQ-406263			BURKHART		FACTORY DIRECT		1 7/8/2024 4:28:54PM
I	Item	Description	Qty		Price	UM	Discount Amount
1		STATE CONTRACT 4615A					
2	SIG-W320F9B-00A	SIG P320, W320F-9-BSSP-MS, 9MM, 4.7IN, NITRON, BLK, STRIKER, SIGLITE, MODULAR POLY GRIP, (3) 17RD STEEL MAG, MANUAL SAFETY, RAIL, OPTIC READY	220		\$453	EA	\$99,660.00
3	SIG-W320CA9-008	SIG P320, 9MM, W320CA-9-BSSP-MS, 3.9IN, NITRON, BLK, STRIKER, SIGLITE, MODULAR POLY GRIP, (3) 17RD STEEL MAG, MANUAL SAFETY, RAIL, OPTIC READY	40		\$453	EA	\$18,120.00
4		FREE FREIGHT					
Pricing is valid for 30 days. * Please verify that the part numbers and descriptions are correct before submitting your order. * Restocking fees may apply to returned items. Firearms, ammunition, special order or customized items and certain other products may not be returned. * Many products sold have manufacturer's warranties. For returns related to matters covered by a manufacturer's warranty, please contact the manufacturer directly for instructions to repair or replace your product. We do not augment or supplement the manufacturer warranty. * Prices on this quotation assume payment with cash or check.					Tax Details NCCTY675 \$7950.150		Taxable \$117,780.00 Total Tax \$7,950.15 Exempt \$0.00 Total \$125,730.15 Balance \$125,730.15

Statewide Term Contract

4615A – Ammunition & Firearms

Bid Number	DPC-983753040
Contract Name	Ammunition & Firearms
Effective Dates	May 1, 2024 - April 30, 2029
Awarded Vendors and Contacts	AmChar Wholesale Inc. William Hackett (585) 559-6270 <u>Manufacturer Lines:</u> Glock Craig's Firearm Supply Inc. Tony Lardo (865) 388-6337 <u>Manufacturer Lines:</u> Remington Adams Arms Dana Safety Supply James Panter (336) 897-4055 <u>Manufacturer Lines:</u> Winchester FN America Joshua Taylor (803) 766-4181 <u>Manufacturer Lines:</u> FN America <u>Authorized Distributors:</u> Dana Safety Supply Neil Doss (336) 685-2595 Lawmen's Distribution Korry Cole Town Police Supply Nick Horsley (276) 647-4161 Gulf States Distributors Inc. Tommy Trammell (800) 223-7869 <u>Manufacturer Lines:</u> Hornady PMC Force on Force Kiesler Police Supply Inc. Brittany A.L. Girdler (812) 288-5740 <u>Manufacturer Lines:</u> Federal Speer Lawmen's Distribution Korry Cole (919) 448-4673 <u>Manufacturer Lines:</u> PMC Baretta Colt LWRCI Aimpoint EoTech Trijicon Vortex Surefire Bianchi Bulldog Cases & Vaults Nightstick Pelican Pepperball Safariland Streamlight PAI Defense Justin Ross (260) 244-4570 <u>Manufacturer Lines:</u> Bryna Daniel Defense Geissele Heckler Koch Shadow Systems EoTech B&T KGM Sig Sauer Katie Olivia (603) 610-3826 <u>Manufacturer Lines:</u> Sig Sauer <u>Authorized Distributors:</u> Lawmen's Distribution Korry Cole (919) 448-4673 Dana Safety Supply Neil Doss (336) 685-2595 Town Gun Shop Inc. DBA Town Police Supply Mark Tosh (800) 752-5580 <u>Manufacturer Lines:</u> Mossburg Ruger S&W RemArms

Contract Covers

This contract covers ammunition and firearms in the following categories.

Categories	
1. Ammunition Pistol (Handgun)	6. Firearms Rifles
2. Ammunition Rifle	7. Firearms Shotguns
3. Ammunition Shotgun	8. Firearms Optics
4. Ammunition Training	9. Firearms Suppressors
5. Firearms Pistol (Handgun)	10. Firearms Accessory/Parts

Mandatory Contract

This is a mandatory statewide term contract for state agencies, departments, institutions, universities, and community colleges - unless exempted by North Carolina general statute. Additionally, non-mandatory entities, including schools and local government, that are allowed by general statute may use this contract.

Special Note

Each firearm shall have an individual serial number engraved and easily readable. Each pistol serial number shall be 100% traceable per requirements by the Bureau of Alcohol, Tobacco, and Firearms and/or other applicable agencies.

Contract Items, Pricing Discount, and Delivery Information

Vendor	Category	Manufacturer	Discount	Delivery (Days)
AmChar Wholesale Inc	5	Glock	8.9%	90
AmChar Wholesale Inc	10	Glock	23.0%	90
Craig's Firearm Supply	1,2,3,	Remington	10.0%	180
Craig's Firearm Supply	6	Adams Arms	15.0%	90
Craig's Firearm Supply	6	Angstadt Arms	20.0%	90
Dana Safety Supply	1,2,3	Winchester	44.0%	30-120
FN America	5,6	FN America	25.0%	30-120
FN America	10	FN America	15.0%	30-120
Gulf States Distribution	1,2	Force on Force	17.0%	180
Gulf States Distribution	1,2	PMC	35.0%	180
Gulf States Distribution	1,2,3	Horandy	44.0%	180
Kiesler Police Supply	1,2,3	Federal	38.0%	30-365
Kiesler Police Supply	1,2,3	Speer	38.0%	30-365
Lawmens Distribution	3,4	PMC	0.5%	365
Lawmens Distribution	5,6,7,10	Baretta	22.6%	180
Lawmens Distribution	6,10	Colt	2.6%	180
Lawmens Distribution	6,10	LWRCI	2.6%	180
Lawmens Distribution	8	Aimpoint	23.20%	180
Lawmens Distribution	8	Eotech	16.10%	180
Lawmens Distribution	8,10	Trijicon	19.60%	180

Lawmens Distribution	8	Vortex	32.50%	180
Lawmens Distribution	9,10	Surefire	9.4%	180
Lawmens Distribution	10	Bianchi	37.00%	180
Lawmens Distribution	10	Bulldog Cases & Vaults	4.60%	180
Lawmens Distribution	10	Nightstick	32.20%	180
Lawmens Distribution	10	Pelican	4.80%	180
Lawmens Distribution	10	Pepperball	5.10%	180
Lawmens Distribution	10	Safariland	37.00%	180
Lawmens Distribution	10	Streamlight	42.00%	180
PAI Defense	4,10	Bryna	5.00%	120
PAI Defense	5,6	Daniel Defense	12-22%	90
PAI Defense	9,10	Daniel Defense	15.000%	90
PAI Defense	5,6	Geissele	16.000%	120
PAI Defense	10	Geissele	18.000%	120
PAI Defense	5	Heckler & Koch	25.000%	120
PAI Defense	6	Heckler & Koch	27.000%	120
PAI Defense	10	Heckler & Koch	10.000%	120
PAI Defense	5	Shadow Systems	32.000%	90
PAI Defense	10	Eotech	16.000%	120
PAI Defense	6,9,10	B&T	15.000%	120
PAI Defense	9	KGM	15.000%	90
PAI Defense	10	KGM	25.000%	90
Sig Sauer	1	Sig Sauer	5.0%	30
Sig Sauer	5,6,8,9	Sig Sauer	5.0%	90-120
Town Police Supply	5,6,7,10	Mossburg	30.2%	60-100
Town Police Supply	5,6,10	Ruger	38.1%	60-100
Town Police Supply	5,6,7,10	S&W	32.3%	60-100
Town Police Supply	6,7,10	RemArms	35.1%	60-100
Town Police Supply	6,7,10	Benelli	29.6%	60-100

Out-Of-Stock and Back-Orders

The vendor shall notify the buyer when one or more items in an order cannot be delivered within the time specified. After notification to buyer by vendor of a fulfillment delay of one or more items in the order, the buyer may cancel undelivered items within an order, or an order in its entirety, without penalty or charge, to the extent that the notice of cancellation occurs before buyer is notified that the delayed item or other cancelled items in the order have shipped.

Transportation Charges

All goods shall be delivered FOB destination statewide for orders greater than or equal to the minimum order amount, when shipped to a single destination. Orders for less than the minimum order amount will be dispensed with transportation charges added to the invoice as a separate item. Transportation charges levied by the vendor for orders greater than or equal to the

	minimum order, when shipped to a single destination, may be cause for removal of the vendor from the contract. In instances where the vendor makes a partial shipment of an order to one destination that is greater than or equal to the minimum order, all shipments of the order shall be sent FOB destination with no additional transportation charges. Note: FOB destination statewide does not include lift-gate or inside delivery. These additional charges will be paid by the agency and added as a separate line on the invoice.
Return Policy	Vendors shall accept merchandise returns from buyers for a period of thirty (30) business days after delivery. Vendor shall provide full credit or full refund to buyers, whichever a buyer requests, within thirty (30) business days on all returns of an ordered product that is: • A stock item in original packaging and in re-sellable condition • Not a specialty or customized item • Defective or damaged • A return of an incorrectly shipped product • A result of a vendor order entry error • Non-conforming due to any other cause reasonably assumed to be the fault of the vendor. In the event a product is found to be defective, vendors agree to replace the item immediately, within the same delivery time frame, at no additional charge to the state.
Taxes	Prices do not include North Carolina sales or use tax.
Training	If needed, training shall be coordinated between the buying entity and the awarded vendor. The buying entity shall contact the vendor to arrange training as needed. Vendors may need to provide the following training upon request from the ordering agency. • Basic operator training program to instructor-level staff • Armor-level training, certifying armorers per the awarded manufacturer's requirements for certification. • On-going recertification of the previously trained armorers as per the awarded manufacturer's requirements. All training shall be provided by an authorized factory trained manufacturer's representative. The manufacturer shall provide all literature and training material required.
Loaded into eProcurement	Will be loaded into eProcurement .
eProcurement Help Desk	(888) 211-7440
Contract Attachments	AmChar Wholesale Inc. Craig's Firearm Supply Inc. Dana Safety Supply FN America Gulf States Distributors Inc. Kiesler Police Supply Inc. Lawmen's Distribution PAI Defense

	Sig Sauer Town Gun Shop Inc. DBA Town Police Supply
Contract Manager	Kayla Glenn (984) 236-0258
Contract Addenda	

BID RECOMMENDATION

DEPARTMENT: Police

COUNCIL AGENDA DATE: 07/15/2024

BID NO.: NC State Contract CONTRACT NO.: 4615A DATE OPEN:

DESCRIPTION:

To procure Sig P320, 9 MM handguns (duty pistols) from Lawmen's Police and Tactical Supply for the Police Department in amount of \$125,731.

PURPOSE:

The High Point Police Department has a need for handgun replacement. Lawmen's Police and Tactical Supply has offered the Police Department an opportunity to purchase this equipment with a trade-in allowance to realize significant cost savings. The Sig P320, 9 MM handguns (duty pistols) are on State Contract #4615A.

COMMENTS:

The PD has evaluated a weapon replacement due to an industry standard of updating weapons platforms every 7 years, our current weapons platform was implemented in 2018. In addition, our current weapons are no longer manufactured in .40 s&w and because of that parts for the .40 s&w guns are not being made anymore. Lastly, this updated weapons platform provides an external thumb safety option that we wish to implement to enhance operational safety.

RECOMMEND AWARD TO: Lawmen's Police and Tactical Supply AMOUNT: 125,731

JUSTIFICATION:

Statewide Term Contract 4615A – Ammunition & Firearms

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
101315	526101			125,731
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: Curtis H Cheeks III Digitally signed by Curtis H Cheeks III
Date: 2024.07.05 13:49:40 -04'00' DATE: 07/05/24

The Purchasing Division concurs with recommendation submitted by the Police Department and recommends award to the lowest responsible, responsive bidder Lawmen's Police & Tactical Supply in the amount of \$125,731.00.

PURCHASING MANAGER: Candy E. Harmon Digitally signed by Candy E. Harmon
Date: 2024.07.05 15:04:37 -04'00' DATE: 7/5/24

Approved for Submission to
Council

FINANCIAL SERVICES DIRECTOR: DATE:

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



City of High Point

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

Master

File Number: 2024-282

File ID: 2024-282

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 07/08/2024

File Name:

Final Action:

Title: Consideration of Approval of Minutes

City Council is requested to approve the following minutes:

Finance Committee Minutes - June 13, 2024, at 4:00 p.m.

Special Meeting of the High Point City Council Minutes - June 17, 2024, at 4:00 p.m.

Regular Meeting of the High Point City Council Minutes - June 17, 2024, at 5:30 p.m.

Notes:

Sponsors:

Enactment Date:

Attachments: Memo - Approval of Minutes, Finance Committee
Meeting Minutes - June 13, 2024, Special Meeting
Minutes - June 17, 2024, Regular Meeting Minutes -
June 17, 2024

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Approval of Minutes	
FROM: City Clerk's Office	MEETING DATE: July 15, 2024
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Yes	

PURPOSE: Minutes to be approved.

BACKGROUND: N/A

BUDGET IMPACT: N/A

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

Finance Committee Minutes - June 13, 2024, at 4:00 p.m.

Special Meeting of the High Point City Council Minutes - June 17, 2024, at 4:00 p.m.

Regular Meeting of the High Point City Council Minutes - June 17, 2024, at 5:30 p.m.

FINANCE COMMITTEE
Chaired by Council Member Moore
Committee Members: Moore, Peters, Holmes, and Andrew
June 13, 2024 – 4:00 P.M.
Council Chambers – Municipal Building
211 S. Hamilton Street

FINANCE COMMITTEE - Britt W. Moore, Chair

CALL TO ORDER

Mayor Pro Tempore Michael Holmes called the meeting to order at 4:00 p.m. and stated that Chair Moore and Committee Member Peters were absent. He indicated that Mayor Cyril Jefferson was present as an alternate committee member.

Present: Committee Member Michael Holmes
Committee Member Tim Andrew
Mayor Cyril Jefferson

Absent: Chair Brit Moore
Committee Member Monica Peters

PRESENTATION OF ITEMS

2024-236 Consideration of a Contract with the Bradley Group and Workforce Unlimited, LLC

City Council is requested to consider a contract with the Bradley Group and Workforce Unlimited, LLC in the combined estimated annual amount of \$180,000.00 for temporary workers within the Solid Waste Division, specifically the Material Recycling Facility and Landfill and authorize the appropriate City Official(s) to execute all necessary documents.

Melinda King, Assistant Public Services Director, gave the presentation. She indicated that the contract would start out at three years with a possible two-year extension and would cover temporary workers at both the landfill and the material recycling facility. She said no specific dollar amount was associated with the contract, but it typically was up to \$180,000 every year depending on staffing needs.

In response to Committee Member Andrew, Ms. King explained that the \$180,000 amount was a yearly expense, and funds were set aside at both facilities for temporary worker salaries. She indicated if there were salary savings due to being understaffed, the department would use those savings to hire temporary workers. In response to Committee Member Andrew, Ms. King said she would provide information about the maximum amount spent later.

A motion was made by Committee Member Andrew, seconded by Mayor Jefferson, to approve agenda item 2024-236.

Motion carried with the following vote:

Aye: Committee Member Andrew, Mayor Pro Tempore Holmes, and Mayor Jefferson

2024-237 Consideration of a Contract with Harper General Contractors Inc.

City Council is requested to consider a contract with Harper General Contractors Inc. in the amount of \$161,695 for the replacement of the outside chemical feed lines at the Ward Water Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents.

Robby Stone, Public Services Director, presented the item and spoke on the condition of the chemical feed lines at the Ward Water Treatment Plant.

In response to Committee Member Andrew and Mayor Pro Tempore Holmes, Mr. Stone indicated the lines were primarily made of PVC and were replaced at the end of life.

A motion was made by Mayor Pro Tempore Holmes, seconded by Committee Member Andrew, to approve agenda item 2024-237.

Motion carried with the following vote:

Aye: Committee Member Andrew, Mayor Pro Tempore Holmes, and Mayor Jefferson

2024-238 Consideration of a Resolution Ratifying and Authorizing the Execution of a Contract with Guilford County Board of Education for the School Safety Resource Officer Program

City Council is requested to consider a resolution ratifying and authorizing the execution of a contract with Guilford County Board of Education for eight School Resource Officers and one Supervisor and authorize the appropriate City Official(s) to execute all necessary documents.

Curtis Cheeks, Interim Police Chief, presented the item and explained the interlocal agreement between High Point Police Department and Guilford County for the program. He indicated the funds would account for 3/4 of each officer's salary as well as an allocation for training and equipment.

In response to Committee Member Andrew, Interim Chief Cheeks said the officers would be assigned to one location but that it was not uncommon for them to move around as needed.

In response to Mayor Tempore Holmes, Interim Chief Cheeks indicated the program only covered public schools.

A motion was made by Mayor Jefferson, seconded by Committee Member Andrew, to approve agenda item 2024-238

Motion carried with the following vote:

Aye: Committee Member Andrew, Mayor Pro Tempore Holmes, and Mayor Jefferson

2024-239 Consideration of a Resolution to Direct the Expenditure of Opioid Settlement Funds

City Council is requested to consider a Resolution directing the expenditure of Opioid Settlement Funds for the City of High Point and approve a Budget Ordinance Amendment.

Eric Olmedo, Assistant City Manager, spoke on the item and stated it was part of a nationwide settlement, with the City of High Point receiving about 2.4 million over the next 18 years. He explained the city had already received almost \$540,000.

In response to Mayor Pro Tempore Holmes, Mr. Olmedo explained that all future funds would have to come back to the Council through a resolution so they could always see how these funds are being utilized.

Mr. Olmedo explained that there would be additional funding of about \$17,000 available to the city from a pending settlement.

In response to Committee Member Andrew, Mr. Olmedo confirmed the City would be receiving \$2.4 million in funds over the next 18 years through a sliding scale plan. He explained the reason behind not including it in the annual budget was to allow for budget ordinances to be brought to Council to approve future expenditures.

A motion was made by Mayor Pro Tempore Holmes, seconded by Committee Member Andrew, to approve agenda item 2024-239.

Motion carried with the following vote:

Aye: Committee Member Andrew, Mayor Pro Tempore Holmes, and Mayor Jefferson

2024-242 Consideration of a Budget Ordinance Amendment

City Council is requested to consider a Budget Ordinance Amendment to appropriate additional occupancy tax revenues to High Point Convention and Visitor's Bureau, Inc (Visit High Point) and to High Point International Home Furnishings Market Authority Corporation (High Point Market Authority).

Stephen Hawryluk, Budget and Performance Director provided the staff report for this item. He explained the occupancy tax funds were received by the state and passed on to Visit High Point. He provided some background on the item and said that 30 percent of the funds generated by the Guilford County three percent occupancy tax were passed on to High Point and in turn given to Visit High Point. He indicated that \$250,000 of those funds were set aside for debt service on Truist Stadium and funds from the additional three percent occupancy tax on hotels within the city were passed along to High Point Market Authority. He stated there was no net budget impact from this item.

Mayor Pro Tempore Holmes pointed out that Mayor Jefferson sits on the board of Market Authority and therefore, would not be able to vote on this item to move it forward to Council.

City Attorney Meghan Maguire explained the Committee could still move the item forward to Council without recommendation if the item was placed on the General Business Agenda.

Mayor Pro Tempore Holmes indicated the item would be moved forward without recommendation for placement on the General Business Agenda for the upcoming Council meeting.

This item was for Information Only.

2024-243

Consideration of Agreements Regarding Enterprise Resource Planning System Procurement

City Council is requested to consider an Agreement for Services with Avaap, a Subscription Agreement with Workday, and a Software as a Service Agreement with CanAm to manage day-to-day financial and human resource activities and authorize the appropriate City Official(s) execute all necessary documents pending the final negotiations.

Bobby Fitzjohn, Financial Services Director presented the item. Mr. Fitzjohn said the city's Enterprise Resource System (ERP) is used to manage day-to-day financial and human resource activities, including accounting, billing, payables, procurement, payroll, onboarding, recruitment, and position control. He pointed out that the city had been using the current Enterprise Resource Planning system for 15 years and it had exceeded its useful life. He explained that when the city implemented the current system 15 years ago, the city paid an upfront fee and a licensing fee. He said that things have now moved to subscription-based models and the upfront payment would be for the installation and implementation of the new system. He said the implementation of the new system would reduce manual processes and that the impact would be felt throughout the city, especially in administration roles.

Adam Ward, Information Technology Director explained some of the current system difficulties and mentioned the shift would eliminate several third-party systems allowing savings of \$525,898 from the annual operating budget. He went over some of the technical specifications and highlighted the improvements to city processes that would come with the new system.

Mr. Fitzjohn indicated the funding had been set aside in previous years as well as from the upcoming FY 2024-25 budget and shared some details about the planning timeline of the project. He said it would be funded by the general, electric and water/sewer funds, and said the costs would be shared between the other enterprise funds. He shared the total one-time estimated implementation cost would be \$4,095,247 and said the cost was comparable to upgrading the current system. He said the 10-year subscription costs would be \$8,845,000 for Workday and \$1,045,972 for CanAm, and that the long-term agreements would allow the city to lock in annual subscription rates.

In response to Committee Member Andrew, Mr. Fitzjohn indicated the up-front cost would be \$4,095,000 with later costs coming from the annual subscription.

In response to Mayor Pro Tempore Holmes, Mr. Fitzjohn said the timeline would be about 12 to 15 months, depending on the start date. He said the vendor had a project manager and the funding for that is included in the next item. He said they wanted to include the project manager funding item along with the implementation item so they would not have to keep coming back to Council to approve funding.

A motion was made by Mayor Pro Tempore Holmes, seconded by Mayor Jefferson, to approve agenda item 2024-243.

Motion carried with the following vote:

Aye: Committee Member Andrew, Mayor Pro Tempore Holmes, and Mayor Jefferson

2024-244 Consideration of a Proposal from ClientFirst Technology Consulting

City Council is requested to consider a proposal from ClientFirst Technology Consulting in the amount of \$432,000 for Implementation Project Management to assist with the Enterprise Resource Planning (ERP) system implementation and authorize the appropriate City Official(s) to execute all necessary documents.

Bobby Fitzjohn, Financial Services Director presented the item and explained the project management amount was included in the previous item, but indicated they wanted to make it separate to ensure its approval by the Committee and Council. He said it was the best value out of the proposal whether it took 12 or 15 months to implement the project.

A motion was made by Committee Member Andrew, seconded by Mayor Jefferson, to approve agenda item 2024-244.

Motion carried with the following vote:

Aye: Committee Member Andrew, Mayor Pro Tempore Holmes, and Mayor Jefferson

2024-245 Consideration of a Contract with Breese Enterprises, Inc.

City Council is requested to consider a contract with Breese Enterprises, Incorporated in the amount of \$542,600.00 to supplement the Storm Water Services Division in maintenance, repair, and installation of storm water infrastructure and authorize the appropriate City Official(s) to execute all necessary documents.

Robby Stone, Public Services Director, presented the item and explained the city routinely used this contractor and that he anticipates a June 2025 completion date for the project.

A motion was made by Mayor Pro Tempore Holmes, seconded by Committee Member Andrew, to approve agenda item 2024-245.

Motion carried with the following vote:

Aye: Committee Member Andrew, Mayor Pro Tempore Holmes, and Mayor Jefferson

2024-246 Consideration of a Contract with Breese Enterprises, Inc.

City Council is requested to consider a contract with Breese Enterprises, Incorporated in the amount of \$2,256,620.00 to supplement the Water and Sewer Mains Division in maintenance and repair of existing water and sewer utilities and authorize the appropriate City Official(s) to execute all necessary documents.

Robby Stone, Public Services Director, presented the item and indicated this project was similar to the previous item, but with a focus on water and sewer.

A motion was made by Mayor Pro Tempore Holmes, seconded by Mayor Jefferson, to approve agenda item 2024-246.

Motion carried with the following vote:

Aye: Committee Member Andrew, Mayor Pro Tempore Holmes, and Mayor Jefferson

2024-247 Consideration of a Contract with Oakwood Community Development Corporation

City Council is requested to consider a contract with Oakwood Community Development Corporation in the amount of \$217,556.00 to provide a safe place for individuals and families without permanent living arrangements and authorize the appropriate City Official(s) to execute all necessary documents.

Nena Wilson, Community Services Director, presented the item and explained it was a revision because the original contractor withdrew due to the bid being too low. She indicated the contract was a \$59,000 increase from the previously approved amount. She emphasized the critical need for a day center for individuals and families without permanent living arrangements.

In response to Committee Member Andrew and Mayor Pro Tempore Holmes, Ms. Wilson confirmed the funds were not for constructing to provide a service but rather to renovate the existing space. She shared some details about the facility and the planned improvements. She explained that Oakwood Community Development Corporation would be hiring a general contractor, and that the city would have an opportunity to review the candidates.

A motion was made by Mayor Jefferson, seconded by Mayor Pro Tempore Holmes, to approve agenda item 2024-247.

Motion carried with the following vote:

Aye: Committee Member Andrew, Mayor Pro Tempore Holmes, and Mayor Jefferson

ADJOURNMENT

Mayor Pro Tempore Holmes talked about the trip to Denver to accept the All-American City Award for the city and thanked everyone who collaborated to make that designation happen. He said city officials were able to have great exchanges with other city officials

from around the country. He spoke on the different events happening around the city for the upcoming weekend and encouraged everyone to come out and participate.

Mayor Jefferson thanked all the city staff and community partners involved.

There being no further action to come before the Finance Committee, the meeting adjourned at 4:45 p.m.

Respectfully Submitted,

Britt W. Moore, Chairman
Finance Committee

Attest:

Alison Glynn, Deputy City Clerk

**HIGH POINT CITY COUNCIL
SPECIAL MEETING
June 17, 2024 – 4:00 P.M.
3rd Floor Conference Room – Municipal Building**

CALL TO ORDER, ROLL CALL

Mayor Pro Tempore Michael Holmes called the Special Meeting of the High Point City Council to order at 4:00 p.m.

Present Council Member Michael Holmes, Council Member Britt Moore (arrived at 4:02 p.m.), Council Member Amanda Cook, Council Member Vickie McKiver, Council Member Monica Peters (arrived at 4:02 p.m.), Council Member Patrick Harman, and Council Member Tim Andrew

Absent Mayor Cyril Jefferson and Council Member Tyrone Johnson

ADOPTION OF AGENDA

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

Motion carried with the following vote:

Aye: Council Member Holmes, Council Member Cook, Council Member McKiver, Council Member Harman, and Council Member Andrew

Absent: Mayor Jefferson, Council Member Moore, Council Member Johnson, and Council Member Peters

PRESENTATION OF ITEMS

2024-254 Planning Departmental Overview

Staff will provide an overview of the Planning Department

Sushil Nepal, Planning & Development Director, provided the departmental overview. He shared the department's mission statement "Shaping a More Livable High Point" and provided three ways in which the department implements that mission. He listed key players that help in attaining the mission such as: City Council, Planning Board, Board of Adjustment, Historic Preservation Commission, City Planning Staff and other City Departments as well as the general public. He spoke to the department's structure noting there are 14 full time employees, and they are fully stated. He explained the regulatory framework noting North Carolina State Statutes gives authority to local governments to control land use, Comprehensive Plans and Small Area Plans which establishes the vision for the community, and Unified Development Ordinance and Capital Improvement Plans which are tools used to achieve the community vision.

In response to Mayor Pro Tempore Holmes, Mr. Nepal explained that without a long-range plan, you cannot have an ordinance.

Mr. Nepal reviewed the Planning Services plans studies noting the High Point 2045 Comprehensive Plan as well as various area plans.

In response to Council Member Moore, Mr. Nepal explained the process for evaluation of the airport overlay which is driven by federal changes and airport master plans.

In response to Council Member Harman, Mr. Nepal spoke to implementing the 2045 Comprehensive Plan and explained challenges noting that amended ordinances will be submitted to the City Council for approval.

In response to Council Member Peters, Mr. Nepal noted ordinances would need to be amended to allow for no minimum parking.

A discussion took place regarding ordinance review and the legal review process.

Meghan Maguire, City Attorney, stated the City Attorney's Office would assist in providing legal assistance for reviewing the ordinances.

Mr. Nepal continued his presentation and spoke to development support, demographics and data, mapping and GIS, urban forestry, ordinance administration, board support and actions, application portal, TRC Reviews and special projects.

Mayor Pro Tempore Holmes thanked Mr. Nepal for his presentation.

2024-255

Building Inspection Departmental Overview

Staff will provide an overview of the Building Inspection Department

Reggie Hucks, Inspection Services Director, provided the departmental overview. He stated Inspections mission is to promote and ensure minimum code compliance in new and existing buildings. He explained that vertical construction is typically the most desired piece of a project, and his department ensures building and life safety compliance through the state building code, and land development regulates zoning, erosion control, watershed regulations, access and infrastructure for buildings. He reviewed North Carolina General Statute 143-138 and noted there are eleven volumes of code to apply to buildings and structures.

A discussion ensued regarding Inspector Certifications and retaining Inspectors.

Mr. Hucks noted critical functions of the Inspection Service Department which are plan review, field inspections and spoke to condemnations and orders to take corrective action regarding a structure and he reviewed department metrics.

Mayor Pro Tempore Holmes thanked Mr. Hucks for his presentation.

2024-256

Closed Session-Economic Development and Attorney-Client Privilege

Council is requested to go into Closed Session pursuant to N.C.G.S. §143-318.11(a)(4) and §143-318.11(a)(3) for Economic Development and Attorney-Client Privilege.

A motion was made by Council Member Moore, seconded by Council Member Andrew, to go into Closed Session pursuant to N.C.G.S. §143-318.11(a)(4) and §143-318.11(a)(3) for Economic Development and Attorney-Client Privilege.

Motion carried with the following vote:

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

Absent: Mayor Jefferson and Council Member Johnson

Closed Session began at 4:37 p.m.

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

Motion carried with the following vote:

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

Absent: Mayor Jefferson and Council Member Johnson

Closed Session ended and Regular Session resumed at 5:25 p.m.

ADJOURNMENT

There being no further business to come before the City Council, the meeting was adjourned at 5:25 p.m.

Respectfully Submitted,

Michael Holmes, Mayor Pro Tempore

Attest:

Sandra Keeney, City Clerk

**HIGH POINT CITY COUNCIL
REGULAR MEETING
June 17, 2024 – 5:30 P.M.
COUNCIL CHAMBERS – MUNICIPAL BUILDING
211 South Hamilton Street**

ROLL CALL, MOMENT OF SILENCE, AND PLEDGE OF ALLEGIANCE

Mayor Pro Tempore Holmes called the Regular Meeting of the High Point City Council to order at 5:30 p.m. and stated that Mayor Jefferson and Council Member Johnson were absent, with all members present. He called for a moment of silence and the Pledge of Allegiance followed.

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

Absent: Mayor Cyril Jefferson; Council Member Tyrone Johnson, Ward 2

ADOPTION OF AGENDA

Mayor Pro Tempore Holmes made a motion, seconded by Council Member Andrew, to add an additional item to the General Business Agenda regarding annual performance evaluations for the City Clerk, City Attorney, and City Manager.

Added agenda item 2024-291.

Motion carried with the following votes:

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

Council Member Moore made a motion, seconded by Council Member Andrew, to adopt the agenda as amended.

Motion carried with the following votes:

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

RECOGNITIONS AND PRESENTATIONS

2024-257 Proclamation- National Pollinator Week

Mayor Jefferson will present a Proclamation declaring the week of June 17-23, 2024, as "National Pollinator Week"

Mayor Pro Tempore Holmes presented the Proclamation to Beautification Project Manager, Rebecca Coplin and members of Keep High Point Beautiful.

2024-258 Proclamation- Juneteenth Independence Day

Mayor Jefferson will present a Proclamation declaring June 19, 2024, as "Juneteenth Independence Day"

Mayor Pro Tempore Holmes presented the Proclamation and spoke on its place with other commemorative recognitions like Flag Day and Independence Day. He talked about the recent Juneteenth celebration at Truist Stadium and how the event created a sense of belonging in the community.

2024-259 Recognition of Financial Services Director, Bobby Fitzjohn

Financial Services Director, Bobby Fitzjohn, has earned the Certified Public Finance Officer Certification from the Government Finance Officers Association.

Mayor Pro Tempore Holmes presented the Recognition to Bobby Fitzjohn, Financial Services Director and spoke on his accomplishments for the city.

CONSENT AGENDA ITEMS

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

Motion carried with the following votes:

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

2024-236 Consideration of a Contract with the Bradley Group and Workforce Unlimited, LLC

City Council is requested to consider a contract with the Bradley Group and Workforce Unlimited, LLC in the combined estimated annual amount of \$180,000.00 for temporary workers within the Solid Waste Division, specifically the Material Recycling Facility and Landfill and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee.)

Approved by the consent vote.

2024-237 Consideration of a Contract with Harper General Contractors Inc.

City Council is requested to consider a contract with Harper General Contractors Inc. in the amount of \$161,695 for the replacement of the outside chemical feed lines at the Ward Water Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee.)

Approved by the consent vote.

2024-238 Consideration of a Resolution Ratifying and Authorizing the Execution of a Contract with Guilford County Board of Education for the School Safety Resource Officer Program

City Council is requested to consider a resolution ratifying and authorizing the execution of a contract with Guilford County Board of Education for eight School Resource Officers and one Supervisor and authorize the appropriate City Official(s) to execute all

necessary documents. (Recommended by the Finance Committee.)

Approved by the consent vote.

2024-243 Consideration of Agreements Regarding Enterprise Resource Planning System Procurement

City Council is requested to consider an Agreement for Services with Avaap, a Subscription Agreement with Workday, and a Software as a Service Agreement with CanAm to manage day-to-day financial and human resource activities and authorize the appropriate City Official(s) execute all necessary documents pending the final negotiations. (Recommended by the Finance Committee.)

Approved by the consent vote.

2024-244 Consideration of a Proposal from ClientFirst Technology Consulting

City Council is requested to consider a proposal from ClientFirst Technology Consulting in the amount of \$432,000 for Implementation Project Management to assist with the Enterprise Resource Planning (ERP) system implementation and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee.)

Approved by the consent vote.

2024-245 Consideration of a Contract with Breece Enterprises, Incorporated

City Council is requested to consider at contract with Breece Enterprises, Incorporated in the amount of \$542,600.00 to supplement the Storm Water Services Division in maintenance, repair, and installation of storm water infrastructure and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee.)

Approved by the consent vote.

2024-246 Consideration of a Contract with Breece Enterprises, Incorporated

City Council is requested to consider a contract with Breece Enterprises, Incorporated in the amount of \$2,256,620.00 to supplement the Water and Sewer Mains Division in maintenance and repair of existing water and sewer utilities and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee.)

Approved by the consent vote.

2024-227 Consideration of the Revised 2024 Annual Action Plan

City Council is requested to consider the Revised 2024 Annual Action Plan. (Recommended by the Community Development Committee.)

Approved by the consent vote.

2024-247 Consideration of a Contract with Oakwood Community Development Corporation

City Council is requested to consider a contract with Oakwood Community Development Corporation in the amount of \$217,556.00 to provide a safe place for individuals and

families without permanent living arrangements and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee.)

Approved by the consent vote.

2024-252 Consideration of Approval of Minutes

City Council is requested to approve the following minutes:

Special Meeting of the High Point City Council Minutes - May 20, 2024, at 4:00 p.m.

Regular Meeting of the High Point City Council Minutes - May 20, 2024, at 5:30 p.m.

Special Meeting of the High Point City Council Minutes - May 22, 2024, at 4:00 p.m.

Special Meeting of the High Point City Council Minutes - May 29, 2024, at 4:00 p.m.

Finance Committee Minutes - May 30, 2024, at 4:00 p.m.

Special Meeting of the High Point City Council Minutes - June 3, 2024, at 4:00 p.m.

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

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

Approved by the consent vote.

GENERAL BUSINESS AGENDA

2024-240 Resolution of Intent, Annexation 24-01

Approval of a Resolution of Intent (ROI) to establish a public hearing date of July 15, 2024, to consider a voluntary contiguous annexation petition for approximately 25 acres (2513 & 2501 Willard Dairy Road). The site is located northeast of the intersection of Willard Dairy Road and Southwest School Road, and also known as Guilford County Tax Parcels 169927 and 169949.

Herb Shannon, Senior Planner, presented the item.

A motion was made by Council Member Andrew, seconded by Council Member Cook, to approve agenda item 2024-240.

Motion carried with the following vote:

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

2024-241 Resolution of Intent, Annexation 24-02

Approval of a Resolution of Intent (ROI) to establish a public hearing date of July 15, 2024, to consider a voluntary contiguous annexation petition for an approximate 1.03 acre parcel (2009 Deep River Road). The site is located along the west side of Deep River Road, approximately 340 feet south of Running Cedar Trail, and also known as Guilford County Tax Parcel 195646.

A motion was made by Council Member Moore, seconded by Council Member Andrew, to approve agenda item 2024-241.

Motion carried with the following vote:

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

2024-242 Consideration of a Budget Ordinance Amendment

City Council is requested to consider a Budget Ordinance Amendment to appropriate additional occupancy tax revenues to High Point Convention and Visitor's Bureau, Inc (Visit High Point) and to High Point International Home Furnishings Market Authority Corporation (High Point Market Authority). (This item was presented at the Finance Committee.)

Stephen Hawryluk, Budget and Performance Director gave an overview of the item.

Council Member Peters indicated she needed to be recused from voting due to her status as a board member for Visit High Point.

A motion was made by Council Member Peters, seconded by Council Member Andrew, to recuse Council Member Peters from voting on this item.

Motion carried with the following vote:

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

A motion was made by Council Member Andrew, seconded by Council Member McKiver, to approve agenda item 2024-242.

Motion carried with the following vote:

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

Recused: Council Member Peters

2024-248 Consideration of Amendments to Fair Housing Ordinance (First Reading)

City Council is requested to amend the Fair Housing Ordinance in the areas suggested by HUD to increase the ordinance's substantial equivalence to federal fair housing laws.

Jeron Hollis, Managing Director gave an overview of the item and explained the Department of Housing and Urban Development (HUD) process and the amendments requested.

In response to Council Member Harman, Mr. Hollis explained some of the minor amendments. City Attorney Meghan Maguire pointed out that the full amendments were included in the agenda packet and that a lot of the language came from the Fair Housing Act.

In response to Council Member Andrew, City Attorney Maguire acknowledged receipt of

Mr. Andrews' revision suggestions and explained that staff was working on revising the ordinance to reflect some of those suggestions. In response to Mayor Pro Tempore Holmes, City Attorney Maguire said she would share Council Member Andrews' revision suggestions with the other members of Council. In response to Council Member Harmon, Mr. Hollis indicated that there could be some revision suggestions from HUD moving forward. City Attorney Maguire pointed out that the final ordinance would be subjected to an official review by HUD.

This item was for Information Only.

2024-249 Consideration of Reappointments to the Planning and Zoning Commission

City Council is requested to confirm the reappointments of Steven Galanti, Tom Kirkman, and Mark Morgan to the Planning & Zoning Commission with terms effective June 30, 2024, and expiring on June 30, 2027.

A motion was made by Council Member Peters, seconded by Council Member Moore, to approve agenda item 2024-249.

Motion carried with the following vote:

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

2024-250 Consideration of Appointment and Reappointments to the Citizens Advisory Council

City Council is requested to confirm the appointment of Katie Nance to the Citizens Advisory Council; term effective immediately and expiring on May 31, 2025, and confirm the reappointments of Orel Henry and Jessica Wynn with both terms effective immediately and expiring on May 31, 2026.

A motion was made by Council Member Andrew, seconded by Council Member Cook, to approve agenda item 2024-250.

Motion carried with the following vote:

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

2024-251 Consideration of a Reappointment to the Piedmont Triad Airport Authority

City Council is requested to confirm reappointment of Williams S. Bencini, Jr. to the Piedmont Triad Airport Authority; term effective immediately and expiring April 20, 2027.

A motion was made by Council Member Moore, seconded by Council Member Andrew, to approve agenda item 2024-251.

Motion carried with the following vote:

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

2024-253 Consideration of Reappointments to the Historic Preservation Commission

City Council is requested to confirm the reappointments of Janet Cantania and Mary Powell DeLille to the Historic Preservation Commission with terms effective June 30, 2024, and expiring on June 30, 2027.

A motion was made by Council Member Peters, seconded by Council Member Andrew, to approve agenda item 2024-253.

Motion carried with the following vote:

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

2024-291 Consideration of Salary Adjustments Regarding the Annual Performance Reviews of the City Clerk, City Attorney, and City Manager (Added agenda item)

City Council is requested to consider the Annual Performance Review salary adjustments for the City Clerk, City Attorney, and City Manager.

A motion was made by Mayor Pro Tempore Holmes, seconded by Council Member Cook, to approve the following changes and authorize the mayor to execute relevant documents for a total salary increase of the City Clerk salary to \$90,099.15; the City Attorney salary to \$196,100; and the City Manager salary to \$263,294.96.

Motion carried with the following vote:

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

ADJOURNMENT

Mayor Pro Tempore Holmes commented on the accomplishments of the past two weeks, including the well-attended Juneteenth event and the inaugural R&B/Soul Picnic. He thanked all involved for the hard work and said the success of those events, as well as the recent All-American City designation really showed that High Point is a city on the rise. There being no further business to come before the City Council, the meeting adjourned at 5:58 p.m.

Respectfully Submitted,

Cyril Jefferson, Mayor

Attest:

Alison Glynn, Deputy City Clerk

DRAFT



City of High Point

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

Master

File Number: 2024-248

File ID: 2024-248

Type: Ordinance

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 06/10/2024

File Name:

Final Action:

Title: Consideration of Amendments to the Fair Housing Ordinance (Second Reading)
City Council is requested to amend the Fair Housing Ordinance in the areas suggested by HUD to increase the ordinance's substantial equivalence to federal fair housing laws. (First reading was at the June 17, 2024, City Council Meeting.)

Notes:

Sponsors:

Enactment Date:

Attachments: Ordinance Amendment - Fair Housing

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/17/2024	For Information Only				

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Fair Housing Ordinance Revision	
FROM: Jeron Hollis, Managing Director	MEETING DATE: June 17, 2024 First Reading July 15, 2024 Second Reading
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Amended Fair Housing Ordinance	

PURPOSE: To consider an amendment to the Fair Housing Ordinance that will increase substantial equivalence to federal fair housing laws.

BACKGROUND: On May 16, 2022, Council adopted the Human Relations Commission's recommendation that High Point become a Fair Housing Assistance Program (FHAP) and directed City staff to undertake the required steps for FHAP certification.

On Feb. 19, 2024, City Council adopted a Fair Housing Ordinance. Staff advised that, as part of the FHAP certification process, the U.S. Department of Housing and Urban Development (HUD) would review the ordinance for "substantial equivalence" to ensure that the ordinance provides the same rights and remedies as federal fair housing laws.

In June, 2024, HUD provided initial feedback on the Fair Housing Ordinance and identified how the ordinance can be clarified for greater substantial equivalence. HUD has requested minor amendments to the ordinance as the next step of FHAP certification.

BUDGET IMPACT: None

RECOMMENDATION/ ACTION REQUESTED: Staff recommends the Council amend the Fair Housing Ordinance in the areas identified by HUD to increase the ordinance's substantial equivalence to federal fair housing laws. Adopting this ordinance will require an amendment to the City of High Point's Code of Ordinance amending Sec 4.3.1, Article A, Chapter 3, Title 4.

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

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

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

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

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

Sec. 4-3-2. Purpose.

The general purpose of this article is to:

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

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

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

Sec. 4-3-3. Severability.

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

Sec. 4-3-4. Definitions.

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

"Aggrieved person" includes any person who:

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

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

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

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

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

"Covered multifamily dwellings" means:

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

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

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

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

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

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

“Dwelling” means:

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

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

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

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

“Family” includes a single individual.

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

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

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

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

“Residential real estate–related transaction” means:

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

“Respondent” means:

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

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

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

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

time: Provider further, that the sale or rental of any such single-family house shall be excepted from the application of this subchapter only if such house is sold or rented:

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

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

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

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

Nothing in this article shall prohibit a religious organization, association, or society, or any nonprofit institution or organization operated, supervised, or controlled by or in conjunction with

a religious organization, association, or society, from limiting the sale, rental, or occupancy of dwellings which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such persons, unless membership in such religion is restricted on account of race, color, or national origin. Nor shall anything in this subchapter prohibit a private club not in fact open to the public, which as an incident to its primary purpose or purposes provides lodgings which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodgings to its members or from giving preference to its members.

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

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

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

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

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

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

- (a) Except as otherwise exempted by this article, it shall be unlawful to:
 - (1) Refuse to sell or rent after the making of a bona fide offer, or refuse to negotiate for the sale or rental of, or fail to transmit or refuse to receive, consider, or accept a bona fide offer to sell or rent a dwelling, or otherwise

make unavailable or deny, a dwelling to any person because of race, color, national origin, religion, sex, familial status, handicap, or disability;

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

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

- (4) Usable kitchens and bathrooms so that an individual in a wheelchair can maneuver about the space.
- (iv) The requirements of subsection (a)(7)(iii)(C)(III) of this section can be satisfied through compliance with the appropriate requirements of:
 - (A) The fair housing accessibility guidelines established by the United States Department of Housing and Urban Development; and
 - (B) The American National Standard for Buildings and Facilities Providing Accessibility and Usability for Physically Handicapped People (commonly cited as “ANSI A117.1”).
- (b) Nothing in this article shall be construed to require the Director to review or approve the plans, designs, or construction of covered multifamily dwellings, to determine whether the design and construction of such dwellings are consistent with the requirements of subsection (a)(7)(iii)(C).
- (c) Nothing in this article should be construed to invalidate or limit any law that requires dwellings to be designed and constructed in a manner that affords handicapped or disabled persons greater access than is required by this article.
- (d) Nothing in this section requires that a dwelling be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others.

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

- (a) It shall be unlawful for any person or other entity whose business includes engaging in residential real estate–related transactions to discriminate against any person in making available such a transaction, or in the terms or conditions of such a transaction, because of race, color, national origin, religion, sex, familial status, handicap, or disability.
- (b) As used in this section, the term “residential real estate-related transaction” means any of the following:
 - (1) The making or purchasing of loans or providing other financial assistance for purchasing, constructing, improving, repairing, or maintaining a dwelling; or secured by residential real estate;
 - (2) The selling, brokering, or appraising of residential real estate property.

- (c) Unlawful residential real estate–related transactions under this section include, but are not limited to:
 - (1) Using a form of application for financial assistance, or making or keeping a record or inquiry in connection with applications for financial assistance, that indicates, directly or indirectly, an intent to make a limitation, specification, or discrimination as to race, color, national origin, religion, sex, familial status, handicap, or disability;
 - (2) Failing or refusing to provide to any person, in connection with a residential real estate–related transaction, information regarding the availability of loans or other financial assistance, application requirements, or procedures or standards for the review and approval of loans or financial assistance, or providing information that is inaccurate or different from that provided others, because of race, color, national origin, religion, sex, familial status, handicap, or disability.
 - (3) Discriminating against the applicant in the sale, brokerage, or appraisal of real property because of race, color, national origin, religion, sex, familial status, handicap, or disability.
- (d) Nothing in this article prohibits a person engaged in the business of furnishing appraisals of real property to take into consideration factors other than race, color, national origin, religion, sex, familial status, handicap, or disability.

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

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

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

It shall be unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by Section 5, Section 9, Section 10, and Section 11 of this article.

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

- (a) The Director will administer this article in consultation with the City Attorney's Office.

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

Sec. 4-3-14. Cooperation.

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

Sec. 4-3-15. Complaints.

- (a) An aggrieved person may, no later than one year after an alleged discriminatory housing practice occurred or was terminated, file a complaint with the Director alleging such discriminatory housing practice. An authorized representative,

including an organization, may assist an aggrieved person in filing the complaint. The Director, on the Director's own initiative, may also file such a complaint.

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

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

- (a) Each respondent may file an answer to the complaint no later than 10 days after receipt of notice from the Director.

- (b) An answer must be in writing, in the form prescribed by the Director, and must be signed and affirmed by the respondent.
 - (1) An answer may be reasonably and fairly amended at any time.
 - (2) The substance of an answer will not inhibit the Director's ability to investigate the allegations contained in the complaint.

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

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

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

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

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

Sec. 4-3-19. Subpoenas.

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

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

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

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

Sec. 4-3-21. Conciliation.

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

Sec. 4-3-22. Confidentiality.

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

- (2) After a court action has been filed, information derived from the investigation and the final investigation report relating to the investigation will be subject to discovery.

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Upon application by a person alleging a discriminatory housing practice or a person against whom a discriminatory housing practice is alleged, the court may:
 - (1) Appoint an attorney for the person; or

- (2) Authorize the commencement or continuation of a civil action under Section 27 of this article without the payment of fees, costs, or security, if in the opinion of the Court such person is financially unable to bear the costs of such action.

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

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

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

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

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

Adopted by High Point City Council, this the 17th day of June 2024

Cyril Jefferson, Mayor

ATTEST

Sandra Keeney, City Clerk



City of High Point

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

Master

File Number: 2024-287

File ID: 2024-287

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 07/08/2024

File Name:

Final Action: 07/11/2024

Title: Public Hearing Regarding a Request from C&C Industries
City Council is requested to consider a request from C&C Industries to authorize performance-based incentives for a manufacturing project at 2103 Brentwood Street in the amount of \$100,000 over a five-year period, approve a resolution in support of a OneNC Fund and Building Reuse Grant from the North Carolina Department of Commerce, and authorize the City Manager to execute a performance agreement with the company containing benchmarks for the company to achieve and a schedule for the payment of such financial incentives. (Presented at the Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Public Hearing C&C Industries, C& C Industries - Presentation

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	07/11/2024	For Information Only		07/15/2024		

CITY OF HIGH POINT

AGENDA ITEM



TITLE: C&C Industries aka Project Fill	
FROM: Peter Bishop, Director High Point Economic Development	MEETING DATE: July 15, 2024
PUBLIC HEARING: Yes	ADVERTISED DATE/BY: July 4, 2024
ATTACHMENTS: Resolution Legal Notice - High Point Enterprise	

PURPOSE: The High Point City Council is asked to consider a request from Project Fill, to authorize performance-based incentives for a manufacturing project at 2103 Brentwood Street in the amount of \$100,000 over a five-year period. City Council is also asked to approve resolutions in support of a OneNC Fund and Building Reuse Grant from the North Carolina Department of Commerce.

BACKGROUND: Project Fill represents a Florida-based pharmaceutical and personal care products manufacturer. The project would entail production, clean room, warehouse and distribution functions.

- The company would create 108 new full-time positions.
- The company anticipates new real and personal property investment of \$6,300,000.
- The company would purchase and renovate the vacant 2103 Brentwood Street, with significant work to flooring, HVAC, installation of clean room and future expansion planned.

BUDGET IMPACT: The source of those monies would be the City's Economic Development Incentive Fund, which is funded by general and electric revenues.

RECOMMENDATION/ACTION REQUESTED: The High Point Economic Development staff recommends that City Council:

- authorize performance-based incentives for the project in the amount of \$100,000
- authorize applications to the NC Commerce OneNC Fund and Building Reuse Grant
- authorize the City Manager to execute a performance agreement with the company containing benchmarks for the company to achieve and a schedule for the payment of such financial incentives.

**RESOLUTION IN SUPPORT OF THE STATE OF NORTH CAROLINA BUILDING REUSE
GRANT FOR C&C INDUSTRIES INC EXPANSION IN HIGH POINT, NC**

WHEREAS, the State of North Carolina (“State”) is considering approval of a Building Reuse Grant (“Grant”) in the amount of \$150,000 for C&C INDUSTRIES Inc. (“Company”), which will be received by the City and passed on to the Company along with a City of High Point 5% match, upon performance; and

WHEREAS, the High Point City Council supports the State of North Carolina funding a Building Reuse Grant for the Company which is a manufacturer of personal care and pharmaceutical products; and

WHEREAS, the funding will allow the company to reactivate a vacant building located at 2103 Brentwood Street, High Point and create 108 new jobs; and

WHEREAS, the State requires that a resolution of support be adopted by the High Point City Council proclaiming its support for the Company and the funding; and

WHEREAS, the City believes that it is in the best interests of the citizens of High Point to encourage and support economic development within the City through the recruitment of new industries to the City and the expansion of existing industries in the City.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED AS FOLLOWS:

1. The High Point City Council hereby adopts this Resolution of Support for the State of North Carolina to provide a Building Reuse grant to C&C INDUSTRIES Inc. for its expansion project in High Point, NC.
2. The Mayor and the City Clerk are hereby authorized to sign all necessary documents on behalf of the City.
3. This resolution shall become effective upon adoption.

This 15th day of July, 2024.

ATTEST

Sandra Keeney,
City Clerk

Cyril Jefferson,
City of High Point Mayor



HUGH MOORE
REAL ESTATE FIRM

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0900 LEGALS

Notice to Creditors

Having qualified as an Administrator of the Estate of John Jeffrey Martin, late of Greensboro, Guilford County, North Carolina, the undersigned does hereby notify all persons, firms and corporations having claims against the estate of said decedent to exhibit them to the undersigned at 1645 Westbrook Plaza Drive, Winston-Salem, NC 27103, on or before September 15, 2024, or this notice will be pleaded in bar of their recovery. All persons, firms and corporations indebted to the said estate will please make immediate payment to the undersigned.

0900 LEGALS

This June 11, 2024

Susan Coppin, Administrator
The Estate of
John Jeffrey Martin, Deceased

June 13, 20, 27, July 4, 2024

**NORTH CAROLINA
GUILFORD COUNTY**

NOTICE TO CREDITORS

THE UNDERSIGNED, having qualified as Administrator of the Estate of Kenneth Gray Venable, deceased late of Guilford County, this is to notify all persons, firms, and corporations having claims against said Estate to present them to the undersigned on or before the 29th day of September, 2024 or this Notice will be pleaded in bar of their recovery. All persons indebted to said Estate please make immediate payment to the undersigned.

0900 LEGALS

This the 27th day of June, 2024.

Gregory Wayne Venable,
Administrator
250 Morning Side Drive
Winston-Salem, NC 27107

June 27, July 4, 11, 18, 2024

Pursuant to N.C. General Statute 158-7.1, notice is hereby given that a public hearing will be held by the High Point City Council on Monday, July 15, 2024, at 5:30 p.m. in the Council Chambers, High Point Municipal Building, 211 S. Hamilton Street, High Point, NC, for the purpose of receiving public input on a funding request for local incentives. A company proposes to locate and expand at 1806 Wade Place, High Point, NC and invest \$700,000 in new real and personal property. The project would create 66 new jobs. The High Point City Council will consider local incentives of up to \$37,126 for the project. The High Point source of funding would be the Economic Development Incentive Fund, which is funded by general and electric revenues. The City would be authorized to provide this financial assistance upon the company's investment in real and personal property- pursuant to an incentive performance agreement containing benchmarks and a schedule for the payment of such financial assistance. For further information, please call 336-883-3116.

July 4, 2024

Pursuant to N.C. General Statute 158-7.1, notice is hereby given that a public hearing will be held by the High Point City Council on Monday, July 15, 2024, at 5:30 p.m. in the Council Chambers, High Point Municipal Building, 211 S. Hamilton Street, High Point, NC, for the purpose of receiving public input on a funding request for local incentives. A company proposes to locate and expand at 2103 Brentwood Street, High Point, NC and invest \$6,300,000 in new real and personal property. The project would create 108 new jobs. The High Point City Council will consider local incentives of up to \$100,000 for the project. The High Point source of funding would be the Economic Development Incentive Fund, which is funded by general and electric revenues. The City would be authorized to provide this financial assistance upon the company's investment in real and personal property- pursuant to an incentive performance agreement containing benchmarks and a schedule for the payment of such financial assistance. For further information, please call 336-883-3116.

July 4, 2024



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1222 Carolina \$1295

2459 Saint Stephens..... \$1350

101 Jackson \$1695

2 BEDROOM

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PUBLIC HEARING

C&C INDUSTRIES

Peter Bishop, Director
High Point Economic Development

Company	C & C Industries is a cosmetics and pharmaceutical packaging company based in Florida.
Project	- This project involves purchasing and improving a 105,000square-foot industrial building at 2103 Brentwood Street. It would entail a\$6,300,000 investment in new personal property over five years. - This project would bring 108 new jobs, over 5 years, to the City of High Point, with an average annual wage of \$41,759. - This project is also seeking a Building Reuse Grant Award o\$150,000 , from the NC Department of Commerce. This would require a 5% local match from the City of High Point of \$10,000. - This project is also seeking a\$50,000 OneNC Fund grant from the NC Department of Commerce and NC Governor’s office. This would require a 50% local match from the City of High Point of \$25,000.
Proposed Local Incentives	High Point EDC Staff recommends an incentive offer o\$100,000. The local incentive cover’s the City’s matching requirements for theOneNC and Building Reuse Grant programs, should C&C Industries choose High Point.

2103 BRENTWOOD STREET





C&C Industries – City of High Point Partnership

JULY 2024

Company Overview – C&C Industries



ESTABLISHMENT: OVER 14
YEARS OF EXPERIENCE AS A
CONTRACT
MANUFACTURER



CERTIFICATIONS: FDA
REGISTERED, CERTIFIED
MBE (MINORITY BUSINESS
ENTERPRISE)



EXPERTISE: SPECIALIZED IN
PRIVATE LABELING,
CONTRACT FILLING, AND
LOGISTICS



INDUSTRY FOCUS:
PERSONAL CARE,
COSMETICS, PERFUMES



COMPLIANCE: MEETS ALL
NECESSARY CERTIFICATIONS
AND REGULATORY
STANDARDS

Vision and Commitment



Vision:

- To deliver products and services that enhance efficiency and provide exceptional value to customers
- Commitment to offering top-notch service while contributing responsibly to society and the environment

Impact on City of High Point

- Creation of 108 new full-time positions
- Investment in excess of \$14 million dollars
- Purchase and renovation of an abandoned building, with plans for future expansion

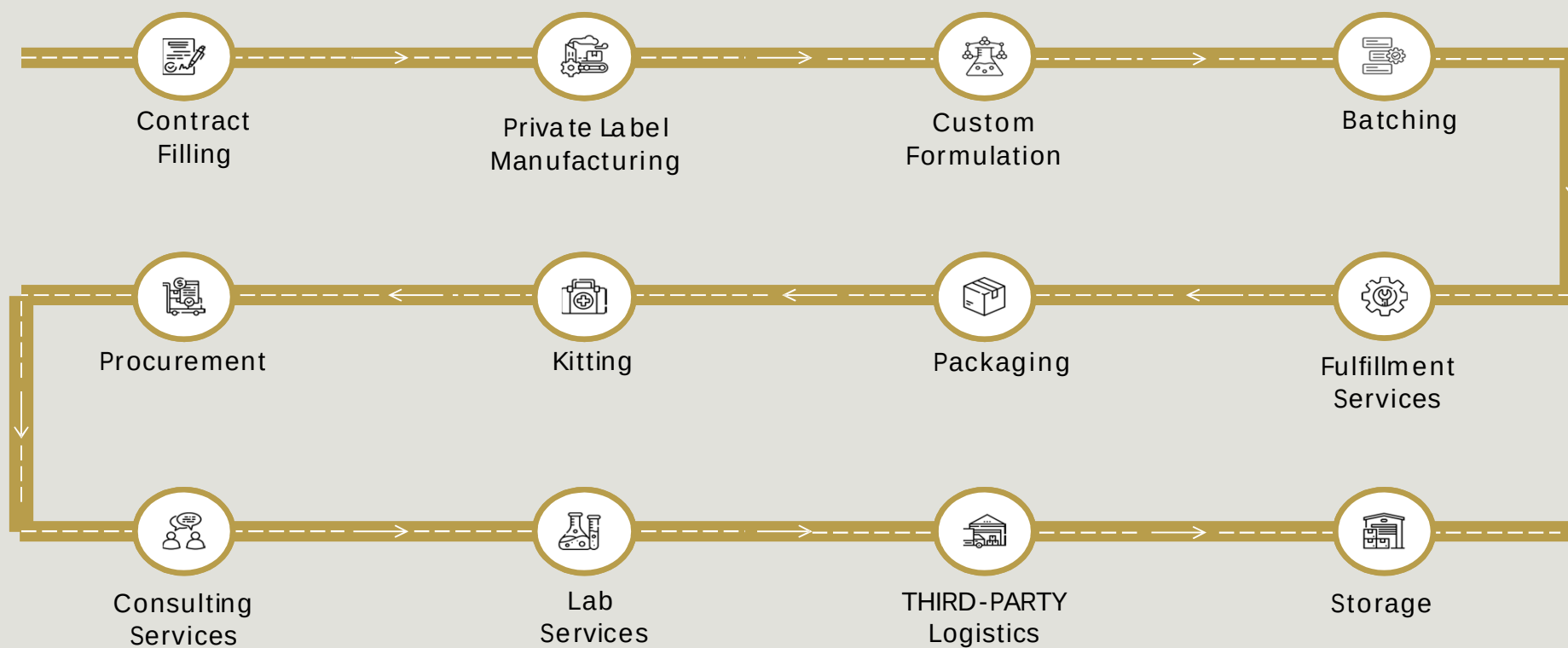
Operational Capabilities



Capabilities: C&C Industries handles end-to-end production processes including formulation, bulk mixing, filling, boxing, and rigorous testing by our dedicated quality assurance team.

Manufacturing Focus: Contract Manufacturing and Private Label Manufacturing specializing in high-quality personal care products such as skincare creams, lotions, shampoos, conditioners, and hand sanitizers tailored to meet client specifications and branding requirements.

Comprehensive Solutions: Providing third-party logistics services encompassing warehousing, inventory management, order fulfillment, and efficient distribution networks.



Conclusion and Next Steps



In conclusion, C&C Industries is positioned to catalyze a positive change in the city of High Point. Through job creation, facility renovation, and community investment, we aim to elevate local industry standards and contribute to the city's economic growth. With our expertise in contract manufacturing, private label production, and efficient logistics services, we are committed to fostering a partnership that drives mutual success and lasting benefits for High Point and its residents.



City of High Point

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

Master

File Number: 2024-288

File ID: 2024-288

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 07/08/2024

File Name:

Final Action: 07/11/2024

Title: Public Hearing Regarding a Request from Triad Expeditor's, Inc
City Council is requested to consider a request from Triad Expeditor's, Inc to authorize performance-based incentives for a manufacturing project at 1806 Wade Place in the amount of \$37,126 over a five-year period and authorize applications to the NC Commerce OneNC Fund and Building Reuse Grant. (Presented at the Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Public Hearing - Triad Expeditor's

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	07/11/2024	For Information Only		07/15/2024		

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Triad Expeditors, Inc aka Project Macho	
FROM: Peter Bishop, Director High Point Economic Development	MEETING DATE: July 15, 2024
PUBLIC HEARING: Yes	ADVERTISED DATE/BY: July 4, 2024
ATTACHMENTS: Legal Notice - High Point Enterprise	

PURPOSE: The High Point City Council is asked to consider a request from Triad Expeditors, Inc, to authorize performance-based incentives for a manufacturing project at 1806 Wade Place in the amount of \$37,126 over a five-year period.

BACKGROUND: Triad Expeditors Inc is the parent company for College Hunks moving company, DryMedic restoration and Carolina Boys Portable Storage. This project will relocate these companies to High Point in a new warehouse-shop facility and fenced storage yard.

- The company would relocate and create a total of 66 new full-time positions.
- The company anticipates new real and personal property investment of \$700,000.
- The company will construct a new shop building on the 1806 Wade Place property to house offices, employees and equipment. An outdoor yard area for fleet vehicles is also planned.

BUDGET IMPACT: The source of those monies would be the City's Economic Development Incentive Fund, which is funded by general and electric revenues.

RECOMMENDATION/ACTION REQUESTED: The High Point Economic Development staff recommends that City Council:

- authorize performance-based incentives for the project in the amount of \$37,126
- authorize applications to the NC Commerce OneNC Fund and Building Reuse Grant



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Notice to Creditors

Having qualified as an Administrator of the Estate of John Jeffrey Martin, late of Greensboro, Guilford County, North Carolina, the undersigned does hereby notify all persons, firms and corporations having claims against the estate of said decedent to exhibit them to the undersigned at 1645 Westbrook Plaza Drive, Winston-Salem, NC 27103, on or before September 15, 2024, or this notice will be pleaded in bar of their recovery. All persons, firms and corporations indebted to the said estate will please make immediate payment to the undersigned.

0900 LEGALS

This June 11, 2024

Susan Coppin, Administrator
The Estate of
John Jeffrey Martin, Deceased

June 13, 20, 27, July 4, 2024

**NORTH CAROLINA
GUILFORD COUNTY**

NOTICE TO CREDITORS

THE UNDERSIGNED, having qualified as Administrator of the Estate of Kenneth Gray Venable, deceased late of Guilford County, this is to notify all persons, firms, and corporations having claims against said Estate to present them to the undersigned on or before the 29th day of September, 2024 or this Notice will be pleaded in bar of their recovery. All persons indebted to said Estate please make immediate payment to the undersigned.

0900 LEGALS

This the 27th day of June, 2024.

Gregory Wayne Venable,
Administrator
250 Morning Side Drive
Winston-Salem, NC 27107

June 27, July 4, 11, 18, 2024

Pursuant to N.C. General Statute 158-7.1, notice is hereby given that a public hearing will be held by the High Point City Council on Monday, July 15, 2024, at 5:30 p.m. in the Council Chambers, High Point Municipal Building, 211 S. Hamilton Street, High Point, NC, for the purpose of receiving public input on a funding request for local incentives. A company proposes to locate and expand at 1806 Wade Place, High Point, NC and invest \$700,000 in new real and personal property. The project would create 66 new jobs. The High Point City Council will consider local incentives of up to \$37,126 for the project. The High Point source of funding would be the Economic Development Incentive Fund, which is funded by general and electric revenues. The City would be authorized to provide this financial assistance upon the company's investment in real and personal property- pursuant to an incentive performance agreement containing benchmarks and a schedule for the payment of such financial assistance. For further information, please call 336-883-3116.

July 4, 2024

Pursuant to N.C. General Statute 158-7.1, notice is hereby given that a public hearing will be held by the High Point City Council on Monday, July 15, 2024, at 5:30 p.m. in the Council Chambers, High Point Municipal Building, 211 S. Hamilton Street, High Point, NC, for the purpose of receiving public input on a funding request for local incentives. A company proposes to locate and expand at 2103 Brentwood Street, High Point, NC and invest \$6,300,000 in new real and personal property. The project would create 108 new jobs. The High Point City Council will consider local incentives of up to \$100,000 for the project. The High Point source of funding would be the Economic Development Incentive Fund, which is funded by general and electric revenues. The City would be authorized to provide this financial assistance upon the company's investment in real and personal property- pursuant to an incentive performance agreement containing benchmarks and a schedule for the payment of such financial assistance. For further information, please call 336-883-3116.

July 4, 2024



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PUBLIC HEARING

TRIAD EXPEDITORS

Peter Bishop, Director
High Point Economic Development

TRIAD EXPEDITORS, INC



Company	• Triad Expeditors is the parent company of three different business units: College Hunks Moving, Carolina Boys Portable Storage, and Dry Medic, Inc.
Project	• Triad Expeditors would move these three business units from a leased space in Greensboro to a proposed new 5,500 SF facility on Wade Place in High Point. This location is in the East Green Drive targeted area as identified by City of High Point incentives maps and descriptions. • This project would bring 66 new jobs, over 5 years, to the City of High Point, with an average annual wage of \$45,606. • This project would entail \$607,000 for a new building and \$100,000 in personal property, for a total investment of \$707,000. • This project is located in the East Green Drive targeted area is one of the City’s distressed census tracts.
Proposed Local Incentives	• High Point EDC Staff recommends an incentive offer of \$37,126. Staff believes that the proposed investment and job creation by Triad Expeditors will help bring more local jobs and economic activity to the East Green Drive targeted area.

