

City of High Point

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



Meeting Agenda

Monday, February 6, 2023

5:30 PM

Council Chambers

City Council

Jay W. Wagner, Mayor

Monica L. Peters, Mayor Pro Tem

*Britt W. Moore (At Large), Tyrone Johnson (At Large), Cyril Jefferson (Ward 1),
Christopher Williams (Ward 2), S. Wesley Hudson (Ward 4), Victor Jones (Ward 5),
and Michael Holmes (Ward 6)*

ROLL CALL, MOMENT OF SILENCE, AND PLEDGE OF ALLEGIANCE**STRATEGIC PLAN UPDATE- Blight Reduction and Marketing & Branding Initiative**

- [2023-034](#) Strategic Plan Update
Council Member Chris Williams, Chairman of the Community Development Committee, will recognize staff to provide an update on the Strategic Plan regarding Blight Reduction.

PUBLIC COMMENT PERIOD

- [2023-066](#) Public Comment Period
A Public Comment Period will be held on the first Monday of the regular City Council meeting schedule at 5:30 p.m. or as soon thereafter as reasonably possible following recognitions, awards and presentations. Our policy states persons may speak on any item not on the agenda.
- * Persons who have signed the register to speak shall be taken in the order in which they are listed. Others who wish to speak and have not signed in will be taken after those who have registered.
 - * Persons addressing City Council are asked to limit their comments to 3 minutes.
 - * Citizens will be asked to come to the podium, state their name and address and the subject(s) on which they will comment.
 - * If a large number of people are present to register concerns about the same subject, it is suggested that they might be acknowledged as a unified group while a designated speaker covers the various points. This helps to avoid repetition while giving an opportunity for people present with the same concerns to be recognized.

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

FINANCE COMMITTEE - Britt Moore, Chair**CONSENT AGENDA ITEMS**

- [2023-049](#) Contract - WESCO Distribution, Inc. 200 AMP Pedestals - Electric Department - Warehouse Stock
City Council is requested to award a contract to WESCO Distribution, Inc. in the amount of \$172,383 for the purchase of 200-amp Secondary Pedestals that are commonly used by the Electric Utilities Department to replenish warehouse stock.
- [2023-050](#) Contract - WESCO Distribution, Inc. 1,000 kVA Transformers - Electric

Department - Warehouse Stock

City Council is requested to award a contract to WESCO Distribution, Inc. in the amount of \$194,680 for the purchase of Large Commercial/Industrial Voltage (277/480V) Transformers (1,000 kVa) that are commonly used by the Electric Utilities Department to replenish warehouse stock.

2023-051**Contract - On Call Consultants - Transportation Engineering & Planning Services**

City Council is requested to award a contract to the following firms as on-call providers of transportation engineering and planning services, and to authorize the City Manager to execute a Master Agreement for an initial term of five (5) years with each.

1. Kimley-Horn and Associates, Inc.
2. Stantec Consulting Services, Inc.
3. STV Engineers, Inc.
4. Dewberry Engineers, Inc.
5. Alfred Benesch & Company

2023-052**Municipal Agreement - NCDOT for Transportation Alternatives Funds (TAP) - sidewalk construction project EB-5873 - University Parkway (SR 1278)**

City Council is requested to approve a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) at the City's cost which is 20% (\$72,000) of the overall project cost which is for TAP funding to construct a sidewalk project along University Parkway.

2023-053**Municipal Agreement - NCDOT for Transportation Alternatives Funds (TAP) - sidewalk construction project EB-5874 - Eastchester Drive (NC 68)**

City Council is requested to approve a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) at the City's cost which is 20% (\$126,000) of the overall project cost which is for a sidewalk construction project EB-5874 along Eastchester Drive (NC 68).

2023-054

New Position Request - Planner - Planning and Development Department
The Planning and Development Department requests an entry-level Planner position within the Development Services Division due to the increase in the number of land development records in recent years, and an increase in public inquiries related to development.

2023-041**Contract - Oltrin Solutions LLC - Bulk Purchase of Sodium Hydroxide - Public Services**

Public Services Department is requesting approval from City Council for authorization to piggyback off the Winston-Salem / Forsyth County Utility Commission's bid submitted by Oltrin Solutions LLC for Caustic Soda (Sodium Hydroxide) a one (1) year contract for the annual amount of \$340,090...Body

- [2023-042](#) Contract - Change Order No. 2 - Baker Underground Inc. - Waterview Pump Station Forcemain Extension
City Council is requested to approve Change Order No. 2 to Baker Underground Inc. in the amount of \$455,546.74, and a 70-day extension to the contract end date for the extension of the 16-inch forcemain from Eastchester Drive to Whites Mill Road, approximately 730 linear feet.
- [2023-048](#) Sole Source Contract - Clearwater Inc. - Eastside Wastewater Treatment Plant (WWTP) DAF #3 Recirculating Pump
City Council is requested to award a sole source contract to Clearwater Inc. in the amount of \$39,900 for the purchase of a recirculating pump for Dissolved Air Flotation (DAF) thickener #3 for the Eastside Wastewater Treatment Plant (WWTP).
- [2023-045](#) Contract - Environmental Services - Rubicon, Route Optimization & Software Solution
City Council is requested to award a contract to Rubicon in the amount of \$90,937.50 for Environmental Services waste and recycling collection processes to provide the following: oversee collection progress for each truck, driver uploaded issues with collections, driver uploaded photos, location collection verification, vehicle tracking/alerts for drivers, improve routing and efficiency.
- [2023-047](#) Contract Amendment - Community Housing Solutions - 506 Rolling Green Drive - Cedrow Affordable Housing Project
City Council is requested to approve the amendment of the executed contract with Community Housing Solutions (CHS) in the amount of \$246,553.56 to add the construction of an additional unit at 506 Rolling Green Drive in the Cedrow Affordable Housing Project.
- [2023-046](#) Ordinance - American Rescue Plan Act (ARPA) Project Funding
1. Staff recommends and asks City Council to approve the community application process for American Rescue Plan Act (ARPA) funds, as outlined above.
2. Staff recommends and asks City Council to approve the grant project ordinance amendment for the use of American Rescue Plan Act (ARPA) for government services.
3. Staff recommends and asks City Council to approve the budget ordinance amendment for the homeless day shelter (\$2,000,000), Foxwood Meadows alternate access project (\$990,000), shared use commercial kitchen (\$2,000,000), and 300 Oak Street upfits (\$3,000,000).

REGULAR AGENDA ITEMS

COMMUNITY DEVELOPMENT COMMITTEE - Council Member Williams, Chair

CONSENT AGENDA ITEMS

- [2023-002](#) Ordinance - Demolition of Dwelling - 508 Saunders Pl.
Adoption of an ordinance ordering the building inspector to effectuate the demolition of a dwelling located at 508 Saunders Pl.

PLANNING & DEVELOPMENT - Mayor Jay W. Wagner

- [2023-043](#) Resolution of Intent, Street Abandonment 22-02
Approval of a Resolution of Intent that establishes a public hearing date of March 20, 2023, to consider a request by Debora Saunt and Jesse Saunt to abandon (close) the southern 260+ feet of the Motes Court right-of-way (ROW). This southern portion of Motes Court (SR 1188) is a partially improved ROW located within the City of High Point's extraterritorial jurisdiction (ETJ) Area, east of the intersection of Baker Road and Cox Avenue. The portion of Motes Court to be abandon is located approximately 725 feet south of the intersection of Cox Avenue and Motes Court, lying between 1436 and 1433 Motes Court (lying between Guilford County Tax Parcels 157963 and 157944).

GENERAL BUSINESS AGENDA

- [2023-039](#) Boards and Commissions - Theatre Advisory Board
Council is requested to confirm the appointment of Lauren Matlosz and reappointments of Oliver Helsabeck and Leslie Graham to the Theatre Advisory Board to be effective immediately with terms expiring June 1, 2025.
- [2023-044](#) Boards and Commissions - High Point Economic Development Corporation
Council is requested to approve the appointment of Brenda Deets to the High Point Economic Development Corporation to be effective immediately with term expiring December 31, 2023.
- [2023-040](#) Minutes to be Approved
Community Development Committee Minutes - October 4, 2022 @ 4:00 p.m.
Prosperity & Livability Committee Minutes - October 5, 2022 @ 9:00 a.m.
Special Meeting of the Finance Committee Minutes - October 13, 2022 @ 3:15 p.m.
Finance Committee Minutes - October 13, 2022 @ 4:00 p.m.
Community Development Committee Minutes - January 10, 2023 @ 4:00 p.m.
Prosperity and Livability Committee Minutes - January 11, 2023 @ 9:00 a.m.
Finance Committee Minutes - January 12, 2023 @ 4:00 p.m.
Special Meeting of the High Point City Council Minutes - January 17, 2023

@ 4:00 p.m.

Regular Meeting of the High Point City Council Minutes - January 17, 2023

@ 5:30 p.m.

ADJOURNMENT



City of High Point

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

Master

File Number: 2023-034

File ID: 2023-034

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 01/10/2023

File Name:

Final Action:

Title: **Strategic Plan Update**

Council Member Chris Williams, Chairman of the Community Development Committee, will recognize staff to provide an update on the Strategic Plan regarding Blight Reduction.

Notes:

Sponsors:

Enactment Date:

Attachments: Local Codes Strategic Plan Update January
2023-Final

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: amy.myers@highpointnc.gov

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/17/2023	For Information Only				
Notes: <u>Blight</u> Council Member Williams reported there is not an update at this time.							
<u>Marketing & Branding Initiative</u> Council Member Holmes, Marketing & Branding Task Force Chairman, reported that Civic Brand has completed the information they have collected from the Marketing & Branding Task Force, local stake holders, and the community. They have put that information into a brand strategy that they will present to our internal teams. Once we agree on the ideas that they bring to us, they will share with stakeholders and begin the design process around the brand strategy. We are on point to have the process/design and be ready to bring to Council sometime in April.							

Text of Legislative File 2023-034

COMMUNITY DEVELOPMENT & HOUSING

Thanena S. Wilson
Director



To: Greg Ferguson, Deputy City Manager

From: Thanena Wilson, Director, Community Development & Housing

Date: February 2, 2023

Re: Strategic Plan Update for Proactive Codes Enforcement

This report summarizes Local Codes Enforcement activities for the month of January 2023.

Minimum Housing

- 29 New Citizen Complaints
- 14 City-initiated Cases
- Demolition Ordinances
 - 4 Units pending asbestos abatement and demolition
 - 1 Owner-initiated demolition
 - 1 Unit within the Order to Demolish appeal period
 - 1 Unit in pending for Council
 - 7 Units pending repairs
(1205 Filbert, 1215 E. Russell, 613 Manley, 1105 Forrest, 524 Cross, 1222 Carter St and 337 Wingo)

Public Nuisance

- 44 New Citizen Complaints
- 52 New City-initiated Cases
- 52 Cases Abated
 - 14 City abated
 - 38 Owner abated

Zoning

- 18 New Citizen Complaints
- 60 City-initiated Cases
- 124 Signs Collected

Total Active Cases (452)

- 253 Minimum Housing
- 76 Public Nuisance
- 123 Zoning

Attachments: 1) Monthly report table
3) Photos – 1113 Jefferson St. and 210 Underhill St Repairs

Phone
336.883.3351

Fax
336.883.3355

		<u>Jul-22</u>	<u>Aug-22</u>	<u>Sep-22</u>	<u>Oct-22</u>	<u>Nov-22</u>	<u>Dec-22</u>	<u>Jan-23</u>
1. Minimum Housing								
	a. Minimum Housing Complaints	19	24	27	28	23	23	29
	b. Active Minimum Housing Cases	237	220	226	239	241	233	253
	d. Cases Taken Before City Council							
	i. For Demolition	3	2	0	0	0	0	1
	e. City Demolished Houses	2	0	1	2	0	0	0
2. Public Nuisance								
	a. Public Nuisance Complaints (incl. unsecured	86	220	161	62	34	25	44
	b. Active Public Nuisance Cases	234	114	64	92	57	40	76
	c. City abated PN Cases	36	79	72	46	14	9	14
	d. Owner abated PN Cases	69	262	249	98	79	56	38
3. Zoning								
	a. Zoning Complaints (Vehicles, Signs, Banners)	20	37	44	18	7	11	18
	b. Active Zoning Cases	116	98	82	144	105	93	123
	c. Signs collected	229	167	128	38	393	210	124
		TOTAL ACTIVE CASES - 452						









13 Dec 2022





1113

13 Dec 2022

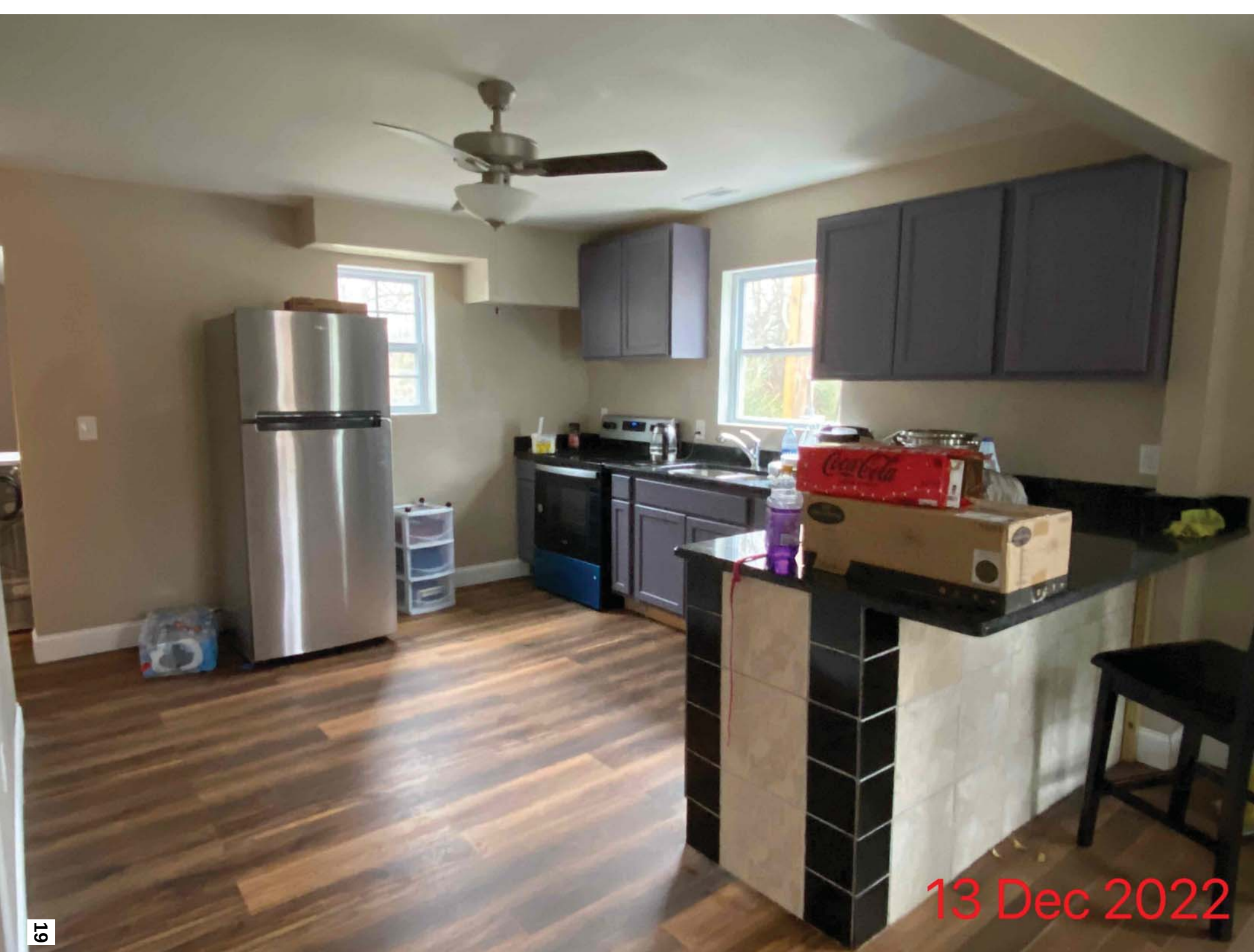


13 Dec 2022

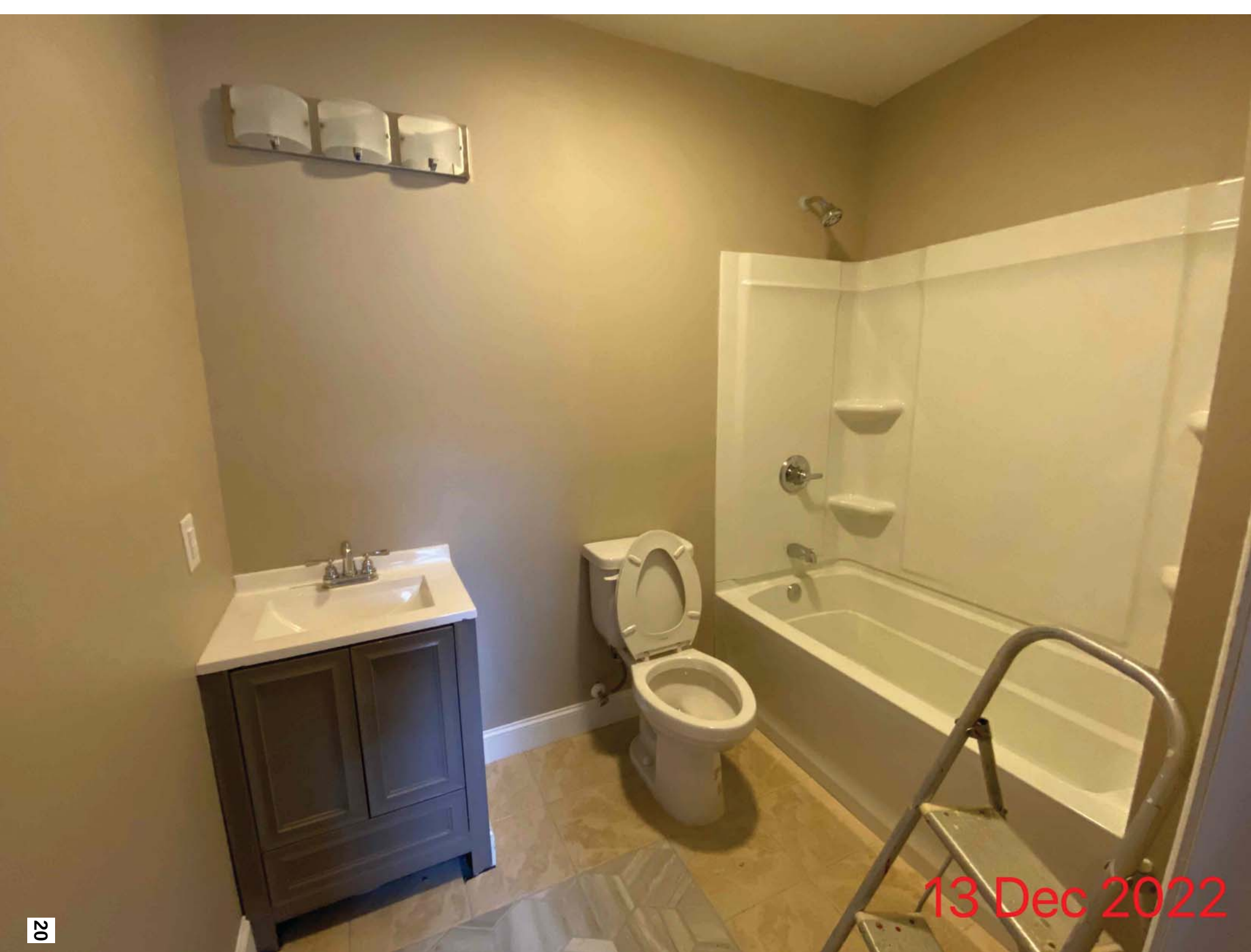


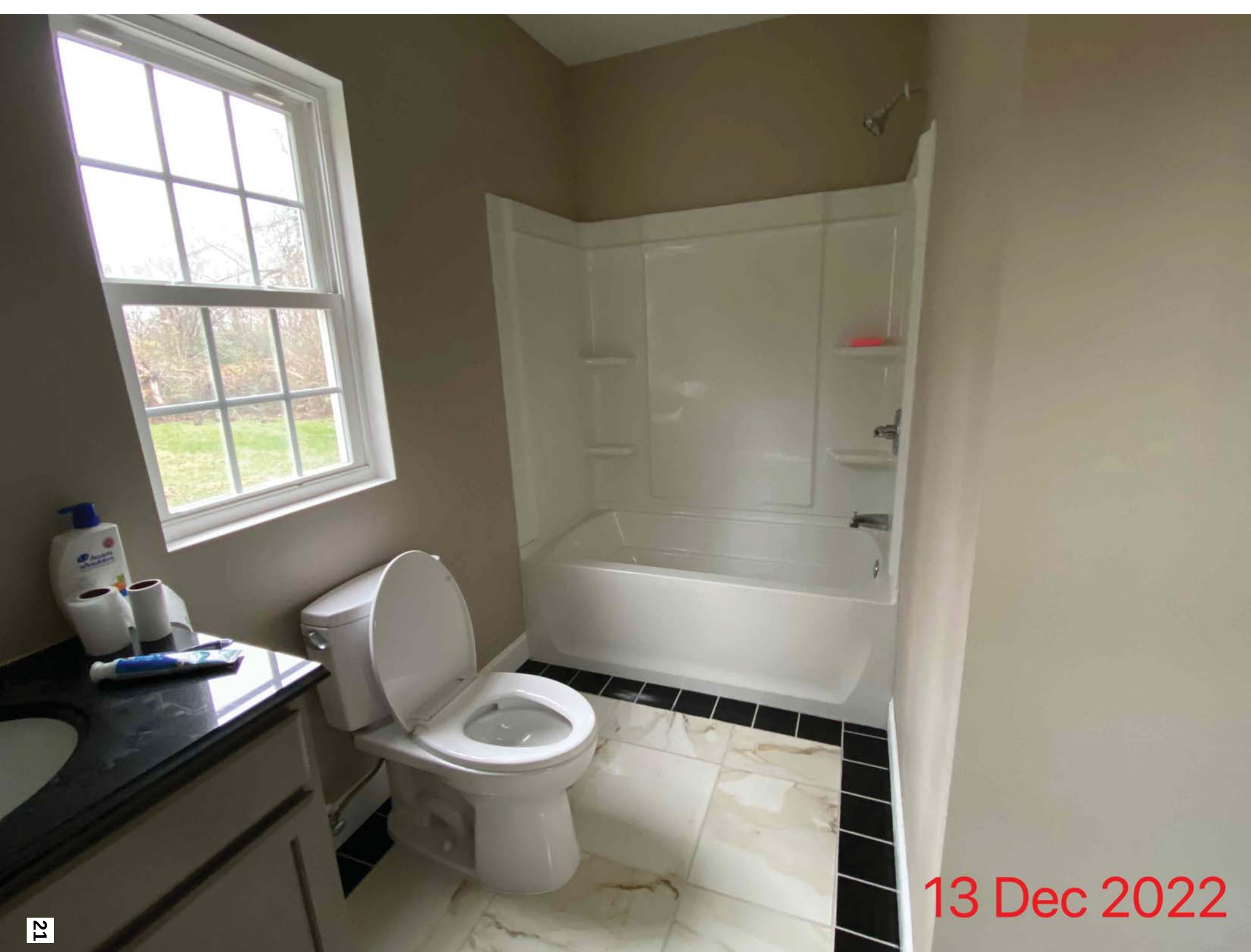


13 Dec 2022

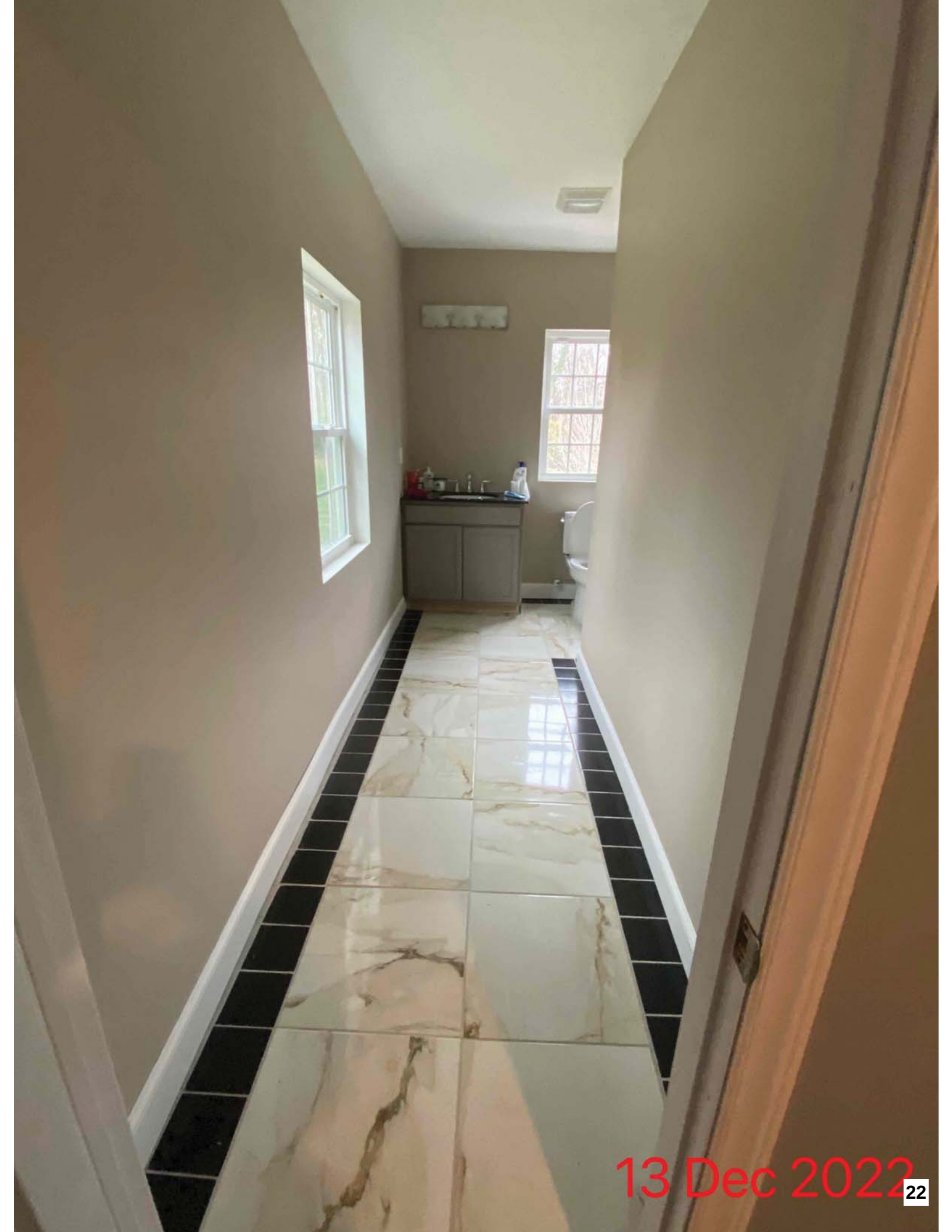


13 Dec 2022





13 Dec 2022



13 Dec 2022



13 Dec 2022



13 Dec 2022



13 Dec 2022

















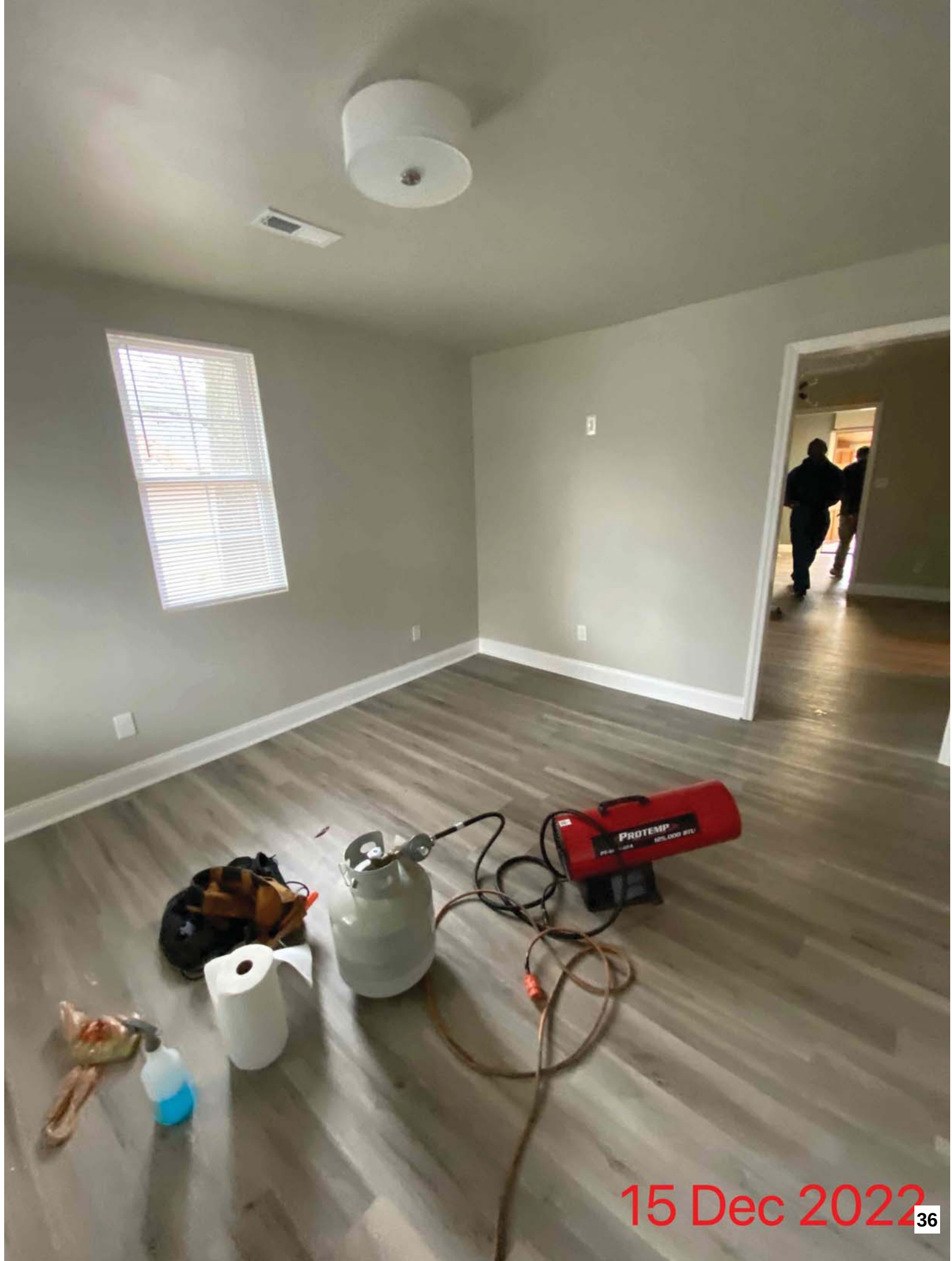
03 Jan 2022



03 Jan 2023



03 Jan 2023



15 Dec 2022



03 Jan 2023



03 Jan 2023



City of High Point

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

Master

File Number: 2023-066

File ID: 2023-066

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 02/02/2023

File Name:

Final Action:

Title: Public Comment Period

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

- * Persons who have signed the register to speak shall be taken in the order in which they are listed. Others who wish to speak and have not signed in will be taken after those who have registered.
- * Persons addressing City Council are asked to limit their comments to 3 minutes.
- * Citizens will be asked to come to the podium, state their name and address and the subject(s) on which they will comment.
- * If a large number of people are present to register concerns about the same subject, it is suggested that they might be acknowledged as a unified group while a designated speaker covers the various points. This helps to avoid repetition while giving an opportunity for people present with the same concerns to be recognized.

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

Notes:

Sponsors:

Enactment Date:

Attachments: Public Comment

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: amy.myers@highpointnc.gov

Effective Date:

Related Files:

History of Legislative File

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

Text of Legislative File 2023-066

PUBLIC COMMENT PERIOD

Date: February 6, 2023

(Please Print)

[illegible]

Text of Larry Cormier's speech at the High Point City Council, Feb 6, 2022

"January 6, 2021". Words that should strike fear in the hearts of every American patriot. On that day, DOMESTIC terrorists interrupted the peaceful transfer of power guaranteed by the United States Constitution. Over 975 arrests, many convictions, and even three convictions of sedition. Every single person involved with the planning, the implementation, and execution of that coup attempt, including by any elected official should be prosecuted to the full extent of the law, including sedition. But, there is no judicial action that we can take here today.

The lame duck president implored, demanded, and finally set his dogs on Mike Pence, who would not stop the proceedings.

According to the House Committee Investigating the January 6 coup attempt the NY Times, the News Observer, Reuters, The Assembly, Mark Martin was involved (references are included).

Mark Martin, an informal Trump adviser, along with Chris Kobach, a former Kansas Secretary of State, and Lawrence Joseph, advised Trump that Pence could stop the peaceful transfer of power.

The House report, states that "Martin advised President Trump that Vice President Pence possessed the constitutional authority to impede the electoral count. " Mark Martin also reviewed draft memos from John Eastman, who worked on substituting fake electors.

Under the Constitution and the law, and The Electoral Count Act of 1887, the vice president shall open envelopes from each state, and read the vote count. Nothing more.

Mr. Martin was one of the very first people called by Trump, on the Evening of Jan 6. The lame Duck president spoke to him for 9 minutes.

There is enough evidence to consider the probability of seditious conspiracy. The City of High Point has a very close relationship to High Point University (HPU). HPU has now hired as its Founding Law Dean, Mark Martin, mentioned earlier. Mr Martin, and HPU have not addressed the connection to the White House Sedition Conspiracy. Martin, and HPU president have only publicly stated that his professional career was good.

In a direct show of either irony, or just simply a nose thumb at any patriot, Mark Martin moderated "How Lawyers Can Positively Impact Society" on Jan 19. Evidence is clear and concrete that Martin participated in this coup attempt, although he hasn't yet been charged with a crime.

The City of High Point should have ethics, and the appearance of being ethical, at the top of the list for any City actions.

I would request the High Point City Council to pass a resolution doing the following:

- condemn the seditious coup attempt by the domestic terrorists who were doing the Lame Duck president's bidding; and
- condemn assisting participation, by any person, in a seditious coup attempt; and
- stipulate, to any corporation or institute that employs a person with even the appearance of (or concrete evidence of) participation in a seditious coup attempt, that the City of High Point shall have no business dealings with them.

<https://www.theassemblync.com/politics/mark-martin-high-point-university/>

<https://www.reuters.com/legal/legalindustry/law-dean-faces-fresh-backlash-over-report-he-advised-trump-overturning-election-2022-08-17/>

https://edition.newsobserver.com/popovers/dynamic_article_popover.aspx?artguid=c7b119ab-53be-4ace-92ae-4572c7a359ab

<https://www.nytimes.com/2021/01/31/us/trump-election-lie.html?action=click&module=Spotlight&pgtype=Homepage>



City of High Point

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

Master

File Number: 2023-049

File ID: 2023-049

Type: Contract

Status: Committee
Recommended
Approval

Version: 1

Reference:

In Control: City Council

File Created: 01/31/2023

File Name:

Final Action:

Title: Contract - WESCO Distribution, Inc. 200 AMP Pedestals - Electric Department - Warehouse Stock

City Council is requested to award a contract to WESCO Distribution, Inc. in the amount of \$172,383 for the purchase of 200-amp Secondary Pedestals that are commonly used by the Electric Utilities Department to replenish warehouse stock.

Notes:

Sponsors:

Enactment Date:

Attachments: 1. Contract – WESCO Distribution, Inc. 200 AMP
Pedestals – Electric Department - Warehouse Stock

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: amy.myers@highpointnc.gov

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	02/02/2023	Committee Recommended Approval		02/06/2023		Pass
Notes: <i>Tyler Berrier, Electric Utilities Director, provided the staff report for this item. He stated this bid is for the purchase 12 units to replenish warehouse stock.</i> <i>In response to Chairman Britt, Mr. Berrier stated the last bid for these units was in October 2020 and depending on projects the City could utilize six to eight unites in a year.</i>							

Text of Legislative File 2023-049

CITY OF HIGH POINT AGENDA ITEM



Title: Purchase of Warehouse Stock – 200-amp Pedestals
Bid # 30-011023

From: Tyler Berrier, Electric Utilities Director

Meeting Date: February 6th, 2023

Public Hearing: N/A

Date Opened: N/A

Advertised By: N/A

Attachments: Attachment A: Formal Bid Recommendation
Attachment B: Bid Tabulation

PURPOSE:

To purchase 200-amp Secondary Pedestals that are commonly used by the Electric Utilities Department. Replenish warehouse stock.

BACKGROUND:

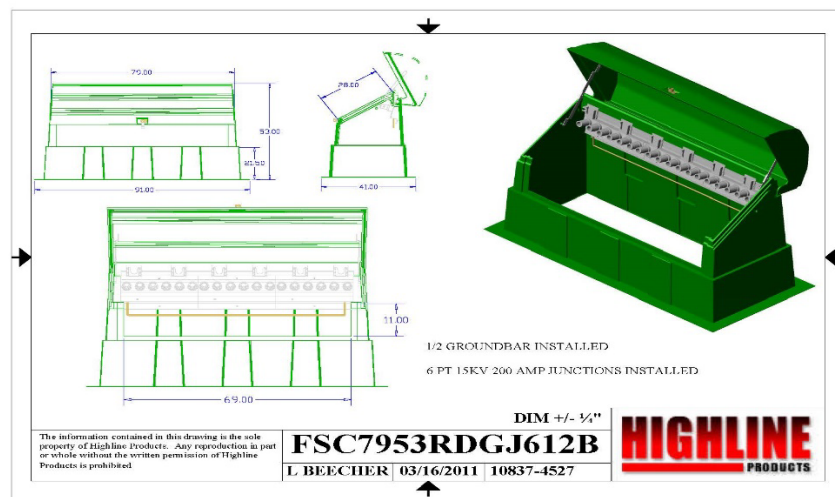
The City normally stocks these items in inventory.

BUDGET IMPACT:

Funds are included in the current operating budget to cover this material purchase.

RECOMMENDATION / ACTION REQUESTED:

City Staff has reviewed the bid submittal and evaluated the information provided. Staff is recommending that the bid for this item be awarded to WESCO Distribution, Inc. for **\$172,383**. WESCO Distribution was the lowest qualified bidder of the bids received by the Purchasing division.



BIDDERS LIST & TABULATION

01/10/2023 2:00 PM

FORMAL BID #30-011023 200 AMP SWITCHING PEDESTALS WHS# 2938					
VENDOR NAME & ADDRESS	LINE ITEM #	QTY.	UNIT PRICE (UOM=EA)	TOTAL PRICE	DELIVERY A.R.O.
BORDER STATES P.O. BOX 8597 COLUMBIA, SC 29202	2938	12	\$14,725.00	\$176,700.00	12-14 WEEKS
IRBY P.O. BOX 7457 ROCKY MOUNT, NC 27804	2938	12	N/Q	N/Q	N/A
NATIONAL TRANSFORMER 2613 DISCOVERY DR RALEIGH, NC 27616	2938	12	N/Q	N/Q	N/A
WESCO 3025 STONYBROOK DR RALEIGH, NC 27604	2938	12	\$14,365.25	\$172,383.00	12-14 WEEKS

*Bids advertised 12/22/22



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

To purchase 200-amp Electrical Pedestals for use on the electric system.

PURPOSE:

These items are standard stock items. The bid/order is to replenish warehouse stock.

COMMENTS:

These are items used regularly by the Electric Utilities department for operations and maintenance. These are commonly used for Residential applications. 12 total units purchased with this bid.

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

The department staff recommends awarding to Wesco as they were the lowest bidder that responded meeting specifications.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
631783	529182			
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: DATE:

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

PURCHASING MANAGER: DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:



City of High Point

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

Master

File Number: 2023-050

File ID: 2023-050

Type: Contract

Status: Committee
Recommended
Approval

Version: 1

Reference:

In Control: City Council

File Created: 01/31/2023

File Name:

Final Action:

Title: Contract - WESCO Distribution, Inc. 1,000 kVA Transformers - Electric Department - Warehouse Stock

City Council is requested to award a contract to WESCO Distribution, Inc. in the amount of \$194,680 for the purchase of Large Commercial/Industrial Voltage (277/480V) Transformers (1,000 kVa) that are commonly used by the Electric Utilities Department to replenish warehouse stock.

Notes:

Sponsors:

Enactment Date:

Attachments: 2. Contract – WESCO Distribution, Inc. 1,000 kVA Transformers – Electric Department - Warehouse Stock

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: amy.myers@highpointnc.gov

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	02/02/2023	Committee Recommended Approval				Pass
Notes: <i>Tyler Berrier, Electric Utilities Director, provided the staff report for this item. He explained this is to purchase four large commercial/industrial voltage (277/480V) transformers to replenish warehouse stock.</i>							

Text of Legislative File 2023-050

CITY OF HIGH POINT

AGENDA ITEM



Title: 1,000 kVA Transformers for Various Electric Projects
Bid #29-011823

From: Tyler Berrier, PE; Electric Utilities Director

Meeting Date: February 6th, 2023

Public Hearing: N/A

Advertised By: Purchasing

Attachments: Attachment A: Bid Tabulation
Attachment B: Recommendation Form

PURPOSE:

Purchase of Large Commercial/Industrial Voltage (277/480V) Transformers (1,000 kVa). Warehouse Stock Items, not associated with a specific project.

BACKGROUND:

There are 4 total transformers being encumbered under this bid. Wesco was the lowest of the qualified bidders.

BUDGET IMPACT:

Funds are included in the operating budget to cover this purchase.

RECOMMENDATION / ACTION REQUESTED:

Staff is recommending that the city council approve, and the department be given the ability to procure these transformers. The department is recommending that the bid for these transformers be awarded to WESCO Distribution, Inc. for **\$194,680**.



BIDDERS LIST & TABULATION

FORMAL BID #29-011823 –XFMR 1000 KVA 3 PHASE PAD MOUNT WHS# 835					
VENDOR NAME & ADDRESS	ITEM #	QTY.	UNIT PRICE (UOM=EA)	TOTAL PRICE	DLVRY. A.R.O.
IRBY P.O. BOX 7457 ROCKY MOUNT, NC 27804	835	4	N/Q	N/Q	N/A
BORDER STATES P.O. BOX 8597 COLUMBIA, SC 29202	835	4	\$63,400.00	\$253,600.00	112 WEEKS
WESCO 3025 STONYBROOK DR. RALEIGH, NC 27604	835	4	\$48,670.00	\$194,680.00	19 WEEKS

*Bids emailed



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: Electric Utilities

COUNCIL AGENDA DATE: February 6, 2023

BID NO.: 29-011823 CONTRACT NO.: DATE OPENED: 01/18/2023

DESCRIPTION:

Electrical Underground Pad Mounted Transformers 1,000kVA units.

PURPOSE:

These items are standard stock items. The bid/order is to replenish warehouse stock.

COMMENTS:

These are items used regularly by the Electric Utilities department for operations and maintenance. These are commonly used for Commercial and Industrial applications.

RECOMMEND AWARD TO: Wesco AMOUNT: \$194,680

JUSTIFICATION:

The department staff recommends awarding to Wesco as they were the lowest bidder that responded meeting specifications.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
631783	529182			
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: DATE: 1/19/2023

The Purchasing Division concurs with recommendation submitted by the Electric Department and recommends award to the lowest responsible, responsive bidder Wesco in the amount of \$ 194,680.

PURCHASING MANAGER: DATE: 1/19/2023

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE: 1/20/2023

CITY MANAGER: DATE:



City of High Point

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

Master

File Number: 2023-051

File ID: 2023-051

Type: Contract

Status: Committee
Recommended
Approval

Version: 1

Reference:

In Control: City Council

File Created: 01/31/2023

File Name:

Final Action:

Title: Contract - On Call Consultants - Transportation Engineering & Planning Services

City Council is requested to award a contract to the following firms as on-call providers of transportation engineering and planning services, and to authorize the City Manager to execute a Master Agreement for an initial term of five (5) years with each.

1. Kimley-Horn and Associates, Inc.
2. Stantec Consulting Services, Inc.
3. STV Engineers, Inc.
4. Dewberry Engineers, Inc.
5. Alfred Benesch & Company

Notes:

Sponsors:

Enactment Date:

Attachments: 3. Contract – On Call Consultants – Transportation Engineering & Planning Services

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: amy.myers@highpointnc.gov

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	02/02/2023	Committee Recommended Approval				Pass

Notes: *Greg Venable, Transportation Director, provided the staff report for this item. He stated this item is for selection of on-call consultants for Transportation Engineering and Planning Services departments. In December 2022, the City issued a request for qualifications (RFQ) and received 19 proposals. Out of the 19, a selection committee reviewed the proposals and identified five firms*

which are:

- 1. Kimley-Horn and Associates, Inc.*
- 2. Stantec Consulting Services, Inc.*
- 3. STV Engineers Inc.*
- 4. Dewberry Engineers, Inc*
- 5. Alfred Benesch & Company*

Mr. Venable stated the Transportation Department recommends approval of the selection of the firms listed above and noted there is no immediate budget impact.

In response to Chairman Moore, Mr. Venable stated the City has worked with some of the firms before.

Text of Legislative File 2023-051

CITY OF HIGH POINT

AGENDA ITEM



Title: Selection of On-Call Consultants for Transportation Engineering and Planning Services

From: Greg Venable, Transportation Director

Meeting Date: Monday February 6, 2023

Public Hearing: No

Advertising Date: N/A

Advertised By: N/A

Attachments: None

PURPOSE:

Consideration of recommendations for the selection of qualified firms to serve as consultants for transportation engineering and planning services.

BACKGROUND:

In December 2022, the City issued a Request for Qualifications (RFQ) for on-call transportation engineering and planning services. This RFQ generated a high level of interest and proposals were received from 19 consulting firms. A selection committee, comprised of staff from the Transportation Department reviewed the proposals and identified five (5) firms demonstrating the best fit for the City's anticipated transportation engineering and planning needs. Based on their cumulative review of the proposals, the Selection Committee chose the following firms:

Kimley-Horn and Associates, Inc.

Stantec Consulting Services, Inc.

STV Engineers, Inc.

Dewberry Engineers, Inc.

Alfred Benesch & Company

These firms will be offered a Master Agreement for Professional Services in the following areas: 1) traffic engineering; 2) transportation and environmental planning; and 3) roadway, structural, and other general civil and transportation engineering. Department personnel will have the opportunity to select from the master list the consultant best qualified to perform individual projects. Each assigned project will be defined by a Task Order incorporating a Scope of Services and negotiated fee.

BUDGET IMPACT:

There is no immediate budget impact with this recommendation. On-call firms will be assigned work as projects develop and only when funding is available for their services.

RECOMMENDATION / ACTION REQUESTED:

The Transportation Department recommends approval of the selection of the firms listed above as providers of transportation engineering and planning services, and to authorize the City Manager to execute a Master Agreement for Professional Service for an initial term of five (5) years with each firm.



City of High Point

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

Master

File Number: 2023-052

File ID: 2023-052

Type: Agreement

Status: Committee
Recommended
Approval

Version: 1

Reference:

In Control: City Council

File Created: 01/31/2023

File Name:

Final Action:

Title: Municipal Agreement - NCDOT for Transportation Alternatives Funds (TAP) - sidewalk construction project EB-5873 - University Parkway (SR 1278)

City Council is requested to approve a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) at the City's cost which is 20% (\$72,000) of the overall project cost which is for TAP funding to construct a sidewalk project along University Parkway.

Notes:

Sponsors:

Enactment Date:

Attachments: 4. Municipal Agreement with NCDOT for Transportation Alternatives Funds (TAP) - sidewalk construction project EB-5873 - University Pky

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: amy.myers@highpointnc.gov

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	02/02/2023	Committee Recommended Approval				Pass

Notes: *Greg Venable, Transportation Director, provided the staff report for this item. He stated this is a Municipal Agreement with North Carolina Department of Transportation (NCDOT) for Transportation Alternatives Funds (TAP) funding to construct a sidewalk along University Parkway. The High Point MPO submitted this project on behalf of the City several years ago and us funded by NCDOT and is scheduled for construction in 2023. He noted the City will be responsible for 20% of the project cost which is \$72,000 which will come from General Capital Funds.*

In response to Chairman Moore, Mr. Venable stated the bid process will begin in the summer.

Text of Legislative File 2023-052

CITY OF HIGH POINT

AGENDA ITEM



Title: Municipal Agreement with NCDOT for Transportation Alternatives Funds (TAP) for a sidewalk construction project EB-5873 along University Parkway (SR 1278)

From: Greg Venable, Transportation Director

Meeting Date: Monday February 6, 2023

Public Hearing: No

Advertising Date: NA

Advertised By: NA

Attachments: Municipal Agreement

PURPOSE:

Consideration of a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) for TAP funding to construct a sidewalk project along University Parkway from E. Green Drive to E. Martin Luther King Jr. Drive.

BACKGROUND:

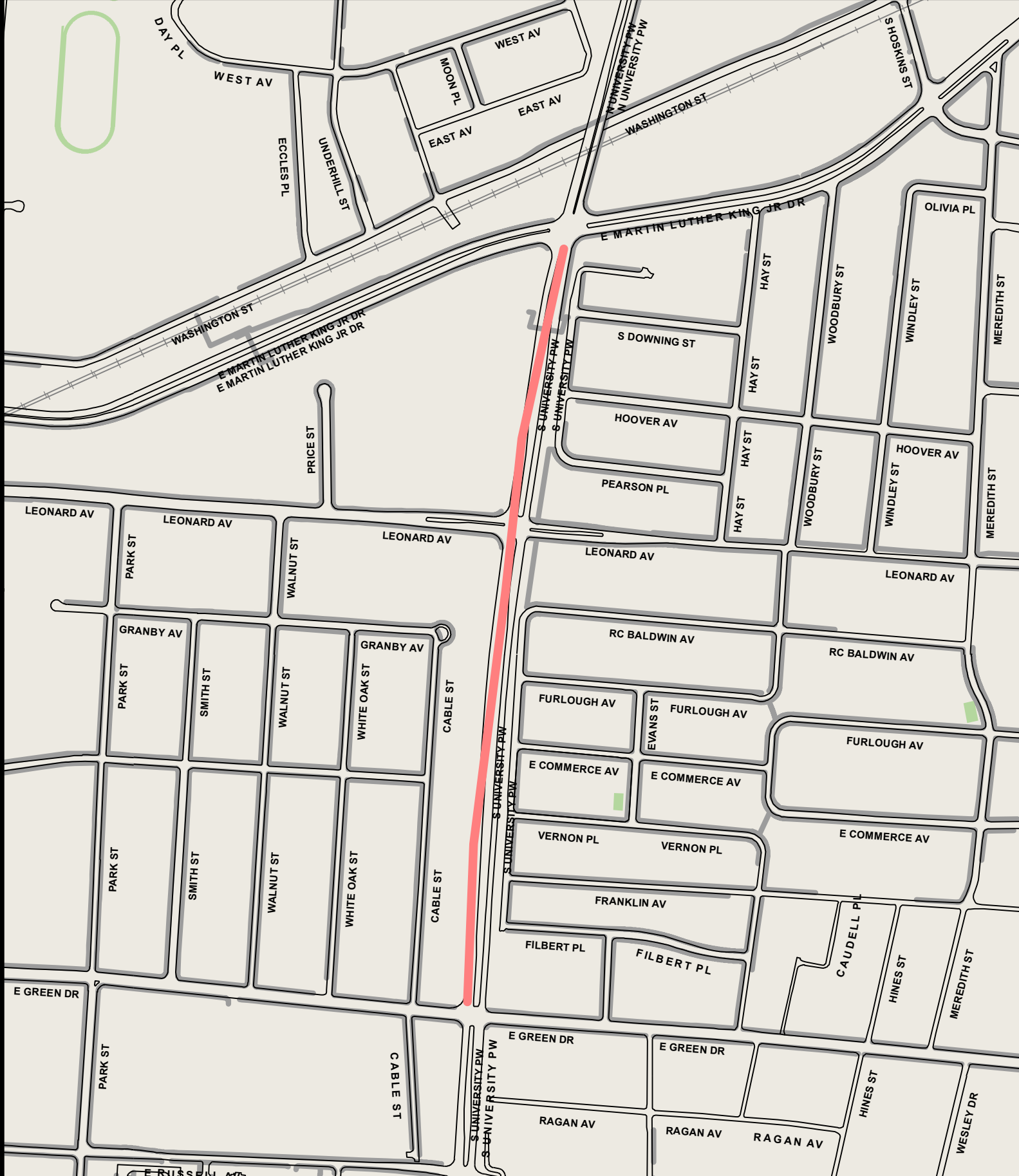
The High Point MPO submitted this project on behalf of the City of High Point to NCDOT during the project submittal process. The project was funded by NCDOT and included in the Transportation Improvement Program. This project is currently scheduled for construction in 2023.

BUDGET IMPACT:

The cost of this project to NCDOT is \$288,000, which is 80% of the total project cost. This City is responsible for the remaining 20% of the project cost which is \$72,000. The City's portion of the project will come from General Capital Project funds.

RECOMMENDATION / ACTION REQUESTED:

The Department of Transportation recommends approval of this Agreement.



UNIVERSITY PW - MLK JR DR TO GREEN DR



MAP PREPARED BY
CITY OF HIGH POINT TRANSPORTATION DEPARTMENT
211 S. HAMILTON STREET
HIGH POINT, NORTH CAROLINA 27260
AUGUST 2018

This map is provided as a public information resource and every reasonable effort has been made to assure the quality of the map. This data information and related graphics are not legal documents and are not intended to be used as such. The City of High Point makes no warranty, express or implied, as to the accuracy, reliability, utility or completeness of this information. The City of High Point assumes no liability either for any errors, omissions, or inaccuracies in the information provided regardless of the cause of such or for any decision made, action taken, or action not taken by the user in reliance upon any maps or information provided herein.



Executive Summary

The Executive Summary is a summation of this agreement and is not intended to be used as the agreement between the Department (North Carolina Department of Transportation) and the Party (Entity).

Entity: City of High Point

County: Guilford

TIP: EB-5874

Project: NC 68 (Eastchester Drive) Sidewalk

Scope: constructing sidewalk on NC 68 (Eastchester Drive) from Johnson Street to SR 1278 (N University Parkway) in High Point.

Eligible Activities:

CON	47330.3.1	Construction
OTHER		
FEDERAL-AID	0068016	

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
Transportation Alternatives Program	\$504,000	80%	\$126,000	20%
Total Estimated Cost			\$630,000	

Responsibility: The City of High Point shall be responsible for all aspects of the project.

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -
FEDERAL**

GUILFORD COUNTY

DATE: 12/09/2022

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: EB-5874

AND

WBS Elements: PE

ROW

CITY OF HIGH POINT

CON 47330.3.1

OTHER FUNDING:

FEDERAL-AID NUMBER: 0068016

CFDA #: 20.205

Total Funds [NCDOT Participation] \$504,000

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of High Point, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, Fixing America's Surface Transportation (FAST) Act allows for the allocation of federal funds to be available for certain specified transportation activities; and,

WHEREAS, the Municipality has requested federal funding for NC 68 (Eastchester Drive) Sidewalk, hereinafter referred to as the Project, in Guilford County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$504,000 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a Supplemental Agreement.

LOCAL PUBLIC AGENCY TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

PERSON IN RESPONSIBLE CHARGE

The Municipality shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

- Maintain knowledge of day to day project operations and safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of constructing sidewalk on NC 68 (Eastchester Drive) from Johnson Street to SR 1278 (N University Parkway) in High Point.

The Department's funding participation in the Project shall be restricted to the following eligible items:

- Construction

as further set forth in this Agreement.

3. FUNDING

PROGRAMMING AND AUTHORIZATION OF FEDERAL FUNDS

The funding currently programmed for the project in the State Transportation Improvement Program (STIP) is Transportation Alternatives Program. The funding source may be modified with the coordination and approval of the respective Metropolitan Planning Organization (MPO) and/or the Department prior to authorization of funds. The Department will authorize and reimburse federal funding based on the type of federal funding that is programmed in the STIP at the time of the authorization request. The Department will notify the Municipality of the type of federal funds authorized by issuing a Technical Amendment – Funds Authorization letter. A modification in the source of funds will have no effect on project responsibilities outlined in this agreement.

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse 80% of eligible expenses incurred by the Municipality up to a maximum amount of Five Hundred Four Thousand Dollars (\$504,000), as detailed below. The Municipality shall provide the non-federal match, as detailed in the FUNDING TABLE below, and all costs that exceed the total available funding.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
Transportation Alternatives Program	\$504,000	80%	\$126,000	20%
Total Available Funding			\$630,000	

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the Municipality under this Agreement. The Department will set aside ten percent (10%) of the total available funding, or \$63,000 to use towards the costs related to review

and oversight of this Project, including, but not limited to review and approval of plans, environmental documents, contract proposals, engineering estimates, construction engineering and inspection oversight, and other items as needed to ensure the Municipality's appropriate compliance with state and federal regulations.

In the event that the Department does not utilize all the set-aside funding, then those remaining funds will be available for reimbursement to the Municipality at the above reimbursement rate. For all costs of work performed on the Project, whether incurred by the Municipality or by the Department, the Municipality shall provide the non-federal match. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

4. PERIOD OF PERFORMANCE

The Municipality has three (3) years to complete all work outlined in the Agreement from the date of authorization of Federal Construction funds. Completion for this Agreement is defined as completion of all construction activities or implementation activities, acceptance of the project, and submission of a final reimbursement package to the Department.

If additional time is needed to complete the Project, then a supplemental agreement must be executed. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

5. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if the Municipality is requesting reimbursement for the Preliminary Engineering contract or the Construction Contract Administration / Construction Engineering and Inspection contract.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 2 Code of Federal Regulations Part 200; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64, Parts 31 and 32; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legsregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department in the Work Codes advertised.
- A pre-negotiation audit will be conducted by the Department's External Audit Branch. The Municipality shall not execute a consultant contract until the Department's review has been completed.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Design, Planning, Contract Administration and/or Construction Engineering and Inspection required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

8. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

9. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

10. PROJECT LIMITS AND RIGHT OF WAY (ROW)

The Municipality shall comply with the policies and procedures of this provision regardless of whether the Municipality is requesting reimbursement for the Right of Way phase of the Project.

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm; NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp; and the North Carolina Department of Transportation Right of Way Manual.

APPRAISAL

The Municipality shall submit the appraisal to the Department for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS / ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain

or are) to be installed within the Department's ROW, or follow other applicable approval process, for utilities within the Municipality's ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

11. UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

12. RIGHT OF WAY / UTILITY / RAILROAD CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, relocation of utilities, and coordination with the railroad shall provide the Department all required documentation (deeds/leases/easement/plans/agreements) to secure certification. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document; utilities in conflict with the project are relocated, or a plan for their relocation during construction has been approved; and coordination with the railroad (if applicable) has occurred and been documented.

13. CONTRACT PROPOSAL AND ENGINEER'S ESTIMATE

CONTRACT PROPOSAL

The Municipality shall develop a contract proposal that will be advertised for bids. The proposal shall comply with NCDOT Specifications and Standard Drawings as applicable to the Project. The proposal shall also contain provisions, as applicable, per Title 23 Code of Federal Regulations 633 and 635 to include, but not be limited to: FHWA 1273, Buy America, Davis-Bacon Wage Rates, Non-discrimination, DBE Assurances, Contractor Certification regarding suspension and debarment, and other provisions as required by the Department.

ENGINEER'S ESTIMATE

The Municipality shall develop an itemized engineer's estimate to show items referenced to the NCDOT Standard Specifications, if applicable, along with units and unit price. The engineer's estimate will be used as the basis for comparing bids received.

14. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

15. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 2 of the Code of Federal Regulations, Part 200 and Title 23 of the Code of Federal Regulations, Part 633 and Part 635, incorporated by reference at

www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm; and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp.

CONSTRUCTION CONTRACTOR REQUIREMENTS

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference

<https://connect.ncdot.gov/projects/Contracts/Pages/LGA-Projects.aspx>.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

DELAY IN PROCUREMENT

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for

documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

FORCE ACCOUNT

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference www.fhwa.dot.gov/legregs/directives/cfr23toc.htm. North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at www.ncleg.net/gascripts/Statutes/Statutes.asp.

16. CONSTRUCTION

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

CONSTRUCTION CONTRACT ADMINISTRATION

The Municipality shall comply with the NCDOT Construction Manual as referenced at <http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/>, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities, project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

RETAINAGE

The Municipality shall not retain any portion of a payment due the contractor.

SIGNAGE

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design (www.usdoj.gov/crt/ada/stdspdf.htm).

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

CONTRACTOR COMPLIANCE

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

SHOP DRAWINGS

Shop Drawings shall be submitted in accordance with the approved plans and specifications and may require review by the Designer.

17. CLOSE-OUT

Upon completion of the Project, the Municipality shall be responsible for the following:

FINAL INSPECTION

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

18. MAINTENANCE

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the NC 68 (Eastchester Drive) Sidewalk, or as required by an executed encroachment agreement.

19. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Construction

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200 (www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm) "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards." Reimbursement to the Municipality shall be subject to the policies and procedures contained in

Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm. Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

▪ WORK PERFORMED BEFORE NOTIFICATION

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

▪ NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING

At no time shall the Department reimburse the Municipality costs that exceed the total funding per this Agreement and any Supplemental Agreements.

▪ UNSUBSTANTIATED COSTS

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

▪ WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$504,000 available to the Municipality under this Agreement. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

▪ CONSTRUCTION ADMINISTRATION

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project.

These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

- **CONSTRUCTION CONTRACT UNIT PRICES**

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

- **RIGHT OF WAY**

Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the agreed upon just compensation for the property, at the reimbursement rate as shown in the FUNDING TABLE.

- **FORCE ACCOUNT**

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

BILLING THE DEPARTMENT

- **PROCEDURE**

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

Along with each invoice, the Municipality is responsible for submitting the FFATA Subrecipient Information Form, which is available at <https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx>.

- **INTERNAL APPROVALS**

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

- **TIMELY SUBMITTAL OF INVOICES**

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

- **FINAL INVOICE**

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

20. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

21. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

TITLE VI - CIVIL RIGHTS ACT OF 1964

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for the funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IMPROPER USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," Subpart F – Audit Requirements, and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated

to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

AUTHORIZATION TO EXECUTE

The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

FACSIMILE SIGNATURES

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

22. SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST:

CITY OF HIGH POINT

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

City of High Point

Remittance Address:

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: 1/19/2023 (Date)



City of High Point

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

Master

File Number: 2023-053

File ID: 2023-053

Type: Agreement

Status: Committee
Recommended
Approval

Version: 1

Reference:

In Control: City Council

File Created: 01/31/2023

File Name:

Final Action:

Title: Municipal Agreement - NCDOT for Transportation Alternatives Funds (TAP) - sidewalk construction project EB-5874 - Eastchester Drive (NC 68)

City Council is requested to approve a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) at the City's cost which is 20% (\$126,000) of the overall project cost which is for a sidewalk construction project EB-5874 along Eastchester Drive (NC 68).

Notes:

Sponsors:

Enactment Date:

Attachments: 5. Municipal Agreement - NCDOT for Transportation Alternatives Funds (TAP) - sidewalk construction project EB-5874 - Eastchester Drive (NC 68)

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: amy.myers@highpointnc.gov

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	02/02/2023	Committee Recommended Approval				Pass
Notes: <i>Greg Venable, Transportation Director, provided the staff report for this item. He stated this is a Municipal Agreement with North Carolina Department of Transportation (NCDOT) to use Transportation Alternatives Funds (TAP) for a sidewalk construction project along Eastchester Drive. He noted the City is responsible for 20% of the project cost which is \$126,000 which will come from General Capital Project Funds.</i>							

Text of Legislative File 2023-053

CITY OF HIGH POINT

AGENDA ITEM



Title: Municipal Agreement with NCDOT for Transportation Alternatives Funds (TAP) for a sidewalk construction project EB-5874 along Eastchester Drive (NC 68)

From: Greg Venable, Transportation Director

Meeting Date: Monday February 6, 2023

Public Hearing: No

Advertising Date: NA

Advertised By: NA

Attachments: Municipal Agreement

PURPOSE:

Consideration of a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) for TAP funding to construct a sidewalk project along Eastchester Drive from Johnson Street to University Parkway.

BACKGROUND:

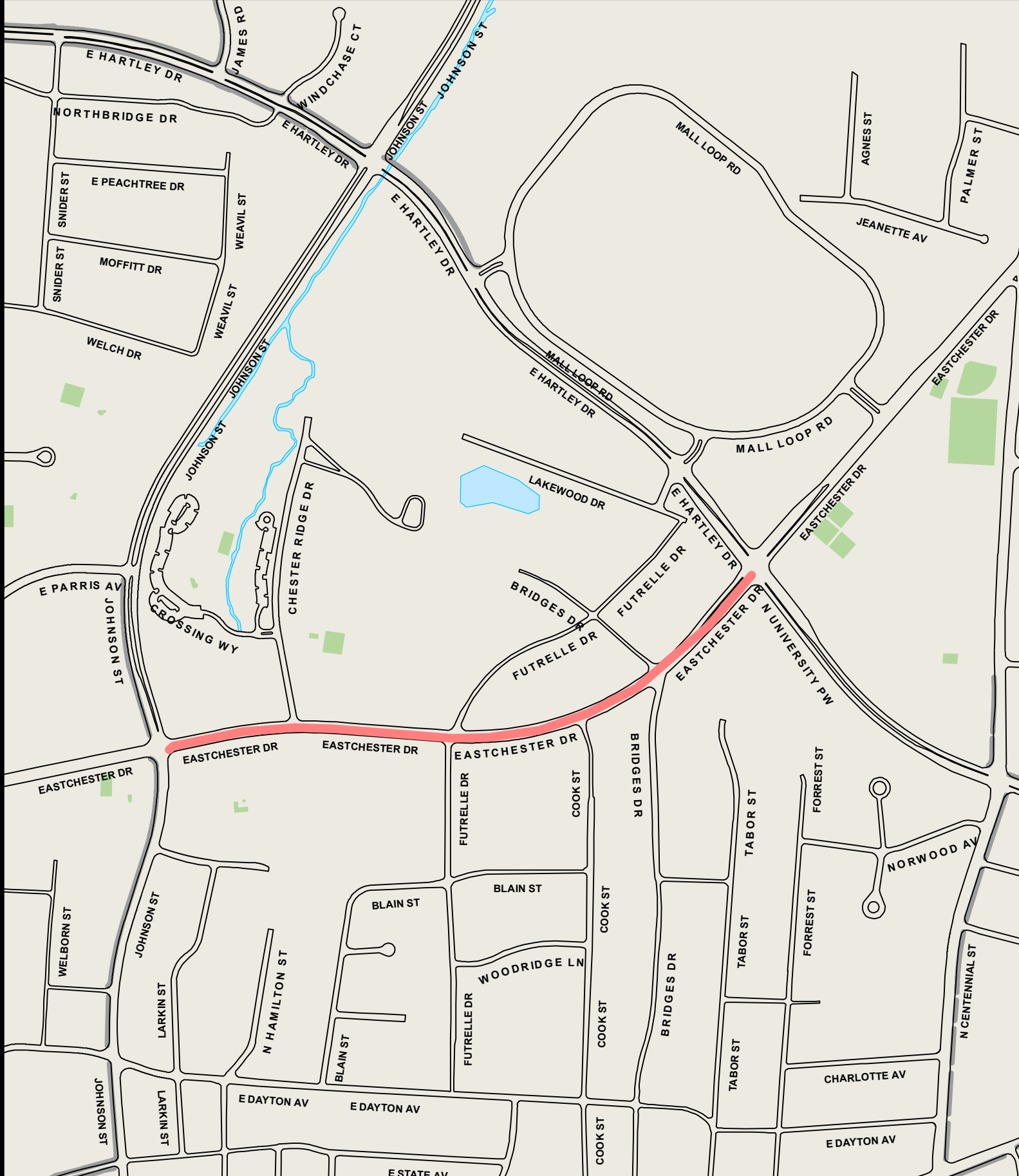
The High Point MPO submitted this project on behalf of the City of High Point to NCDOT during the project submittal process. The project was funded by NCDOT and included in the Transportation Improvement Program. This project is currently scheduled for construction in 2023.

BUDGET IMPACT:

The cost of this project to NCDOT is \$504,000, which is 80% of the total project cost. This City is responsible for the remaining 20% of the project cost which is \$126,000. The City's portion of the project will come from General Capital Project funds.

RECOMMENDATION / ACTION REQUESTED:

The Department of Transportation recommends approval of this Agreement.



EASTCHESTER DR - JOHNSON ST TO UNIVERSITY PW



MAP PREPARED BY
CITY OF HIGH POINT TRANSPORTATION DEPARTMENT
211 S. HAMILTON STREET
HIGH POINT, NORTH CAROLINA 27260
AUGUST 2018

This map is provided as a public information resource and every reasonable effort has been made to assure the quality of the map. This data information and related graphics are not legal documents and are not intended to be used as such. The City of High Point makes no warranty, express or implied, as to the accuracy, reliability, utility or completeness of this information. The City of High Point assumes no liability either for any errors, omissions, or inaccuracies in the information provided regardless of the cause of such or for any decision made, action taken, or action not taken by the user in reliance upon any maps or information provided herein.



Executive Summary

The Executive Summary is a summation of this agreement and is not intended to be used as the agreement between the Department (North Carolina Department of Transportation) and the Party (Entity).

Entity: City of High Point

County: Guilford

TIP: EB-5874

Project: NC 68 (Eastchester Drive) Sidewalk

Scope: constructing sidewalk on NC 68 (Eastchester Drive) from Johnson Street to SR 1278 (N University Parkway) in High Point.

Eligible Activities:

CON	47330.3.1	Construction
OTHER		
FEDERAL-AID	0068016	

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
Transportation Alternatives Program	\$504,000	80%	\$126,000	20%
Total Estimated Cost			\$630,000	

Responsibility: The City of High Point shall be responsible for all aspects of the project.

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -
FEDERAL**

GUILFORD COUNTY

DATE: 12/09/2022

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: EB-5874

AND

WBS Elements: PE

ROW

CITY OF HIGH POINT

CON 47330.3.1

OTHER FUNDING:

FEDERAL-AID NUMBER: 0068016

CFDA #: 20.205

Total Funds [NCDOT Participation] \$504,000

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of High Point, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, Fixing America's Surface Transportation (FAST) Act allows for the allocation of federal funds to be available for certain specified transportation activities; and,

WHEREAS, the Municipality has requested federal funding for NC 68 (Eastchester Drive) Sidewalk, hereinafter referred to as the Project, in Guilford County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$504,000 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a Supplemental Agreement.

LOCAL PUBLIC AGENCY TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

PERSON IN RESPONSIBLE CHARGE

The Municipality shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

- Maintain knowledge of day to day project operations and safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Project consists of constructing sidewalk on NC 68 (Eastchester Drive) from Johnson Street to SR 1278 (N University Parkway) in High Point.

The Department's funding participation in the Project shall be restricted to the following eligible items:

- Construction

as further set forth in this Agreement.

3. FUNDING

PROGRAMMING AND AUTHORIZATION OF FEDERAL FUNDS

The funding currently programmed for the project in the State Transportation Improvement Program (STIP) is Transportation Alternatives Program. The funding source may be modified with the coordination and approval of the respective Metropolitan Planning Organization (MPO) and/or the Department prior to authorization of funds. The Department will authorize and reimburse federal funding based on the type of federal funding that is programmed in the STIP at the time of the authorization request. The Department will notify the Municipality of the type of federal funds authorized by issuing a Technical Amendment – Funds Authorization letter. A modification in the source of funds will have no effect on project responsibilities outlined in this agreement.

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse 80% of eligible expenses incurred by the Municipality up to a maximum amount of Five Hundred Four Thousand Dollars (\$504,000), as detailed below. The Municipality shall provide the non-federal match, as detailed in the FUNDING TABLE below, and all costs that exceed the total available funding.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
Transportation Alternatives Program	\$504,000	80%	\$126,000	20%
Total Available Funding			\$630,000	

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the Municipality under this Agreement. The Department will set aside ten percent (10%) of the total available funding, or \$63,000 to use towards the costs related to review

and oversight of this Project, including, but not limited to review and approval of plans, environmental documents, contract proposals, engineering estimates, construction engineering and inspection oversight, and other items as needed to ensure the Municipality's appropriate compliance with state and federal regulations.

In the event that the Department does not utilize all the set-aside funding, then those remaining funds will be available for reimbursement to the Municipality at the above reimbursement rate. For all costs of work performed on the Project, whether incurred by the Municipality or by the Department, the Municipality shall provide the non-federal match. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

4. PERIOD OF PERFORMANCE

The Municipality has three (3) years to complete all work outlined in the Agreement from the date of authorization of Federal Construction funds. Completion for this Agreement is defined as completion of all construction activities or implementation activities, acceptance of the project, and submission of a final reimbursement package to the Department.

If additional time is needed to complete the Project, then a supplemental agreement must be executed. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

5. PRELIMINARY ENGINEERING AUTHORIZATION

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if the Municipality is requesting reimbursement for the Preliminary Engineering contract or the Construction Contract Administration / Construction Engineering and Inspection contract.

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 2 Code of Federal Regulations Part 200; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64, Parts 31 and 32; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legsregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department in the Work Codes advertised.
- A pre-negotiation audit will be conducted by the Department's External Audit Branch. The Municipality shall not execute a consultant contract until the Department's review has been completed.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Design, Planning, Contract Administration and/or Construction Engineering and Inspection required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

8. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

9. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

10. PROJECT LIMITS AND RIGHT OF WAY (ROW)

The Municipality shall comply with the policies and procedures of this provision regardless of whether the Municipality is requesting reimbursement for the Right of Way phase of the Project.

SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm; NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp; and the North Carolina Department of Transportation Right of Way Manual.

APPRAISAL

The Municipality shall submit the appraisal to the Department for review and approval in accordance with Departmental policies and procedures.

CLEARANCE OF PROJECT LIMITS / ROW

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain

or are) to be installed within the Department's ROW, or follow other applicable approval process, for utilities within the Municipality's ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

RELOCATION ASSISTANCE

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

11. UTILITIES

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

12. RIGHT OF WAY / UTILITY / RAILROAD CERTIFICATION

The Municipality, upon acquisition of all right of way/property necessary for the Project, relocation of utilities, and coordination with the railroad shall provide the Department all required documentation (deeds/leases/easement/plans/agreements) to secure certification. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document; utilities in conflict with the project are relocated, or a plan for their relocation during construction has been approved; and coordination with the railroad (if applicable) has occurred and been documented.

13. CONTRACT PROPOSAL AND ENGINEER'S ESTIMATE

CONTRACT PROPOSAL

The Municipality shall develop a contract proposal that will be advertised for bids. The proposal shall comply with NCDOT Specifications and Standard Drawings as applicable to the Project. The proposal shall also contain provisions, as applicable, per Title 23 Code of Federal Regulations 633 and 635 to include, but not be limited to: FHWA 1273, Buy America, Davis-Bacon Wage Rates, Non-discrimination, DBE Assurances, Contractor Certification regarding suspension and debarment, and other provisions as required by the Department.

ENGINEER'S ESTIMATE

The Municipality shall develop an itemized engineer's estimate to show items referenced to the NCDOT Standard Specifications, if applicable, along with units and unit price. The engineer's estimate will be used as the basis for comparing bids received.

14. CONSTRUCTION AUTHORIZATION

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

15. CONTRACTOR PROCUREMENT

ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 2 of the Code of Federal Regulations, Part 200 and Title 23 of the Code of Federal Regulations, Part 633 and Part 635, incorporated by reference at

www.fhwa.dot.gov/legisregs/directives/fapgtoc.htm; and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp.

CONSTRUCTION CONTRACTOR REQUIREMENTS

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference

<https://connect.ncdot.gov/projects/Contracts/Pages/LGA-Projects.aspx>.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

DELAY IN PROCUREMENT

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for

documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

FORCE ACCOUNT

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference

www.fhwa.dot.gov/legsregs/directives/cfr23toc.htm. North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at www.ncleg.net/gascripts/Statutes/Statutes.asp.

16. CONSTRUCTION

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

CONSTRUCTION CONTRACT ADMINISTRATION

The Municipality shall comply with the NCDOT Construction Manual as referenced at <http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/>, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities, project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

RETAINAGE

The Municipality shall not retain any portion of a payment due the contractor.

SIGNAGE

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

SITE LAYOUT

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design (www.usdoj.gov/crt/ada/stdspdf.htm).

RIGHT TO INSPECT

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

CONTRACTOR COMPLIANCE

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

SHOP DRAWINGS

Shop Drawings shall be submitted in accordance with the approved plans and specifications and may require review by the Designer.

17. CLOSE-OUT

Upon completion of the Project, the Municipality shall be responsible for the following:

FINAL INSPECTION

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

FINAL PROJECT CERTIFICATION

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

18. MAINTENANCE

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the NC 68 (Eastchester Drive) Sidewalk, or as required by an executed encroachment agreement.

19. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Construction

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200 (www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm) "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards." Reimbursement to the Municipality shall be subject to the policies and procedures contained in

Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legregs/directives/fapgtoc.htm. Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

▪ WORK PERFORMED BEFORE NOTIFICATION

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

▪ NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING

At no time shall the Department reimburse the Municipality costs that exceed the total funding per this Agreement and any Supplemental Agreements.

▪ UNSUBSTANTIATED COSTS

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

▪ WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$504,000 available to the Municipality under this Agreement. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

▪ CONSTRUCTION ADMINISTRATION

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project.

These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

- **CONSTRUCTION CONTRACT UNIT PRICES**

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

- **RIGHT OF WAY**

Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the agreed upon just compensation for the property, at the reimbursement rate as shown in the FUNDING TABLE.

- **FORCE ACCOUNT**

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

BILLING THE DEPARTMENT

- **PROCEDURE**

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

Along with each invoice, the Municipality is responsible for submitting the FFATA Subrecipient Information Form, which is available at <https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx>.

- **INTERNAL APPROVALS**

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

- **TIMELY SUBMITTAL OF INVOICES**

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

- **FINAL INVOICE**

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

20. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

21. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

TITLE VI - CIVIL RIGHTS ACT OF 1964

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for the funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IMPROPER USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

AUDITS

In accordance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," Subpart F – Audit Requirements, and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated

to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

AUTHORIZATION TO EXECUTE

The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

FACSIMILE SIGNATURES

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

22. SUNSET PROVISION

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST:

CITY OF HIGH POINT

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

City of High Point

Remittance Address:

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: 1/19/2023 (Date)



City of High Point

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

Master

File Number: 2023-054

File ID: 2023-054

Type: Miscellaneous Item

Status: Committee
Recommended
Approval

Version: 1

Reference:

In Control: City Council

File Created: 01/31/2023

File Name:

Final Action:

Title: New Position Request - Planner - Planning and Development Department

The Planning and Development Department requests an entry-level Planner position within the Development Services Division due to the increase in the number of land development records in recent years, and an increase in public inquiries related to development.

Notes:

Sponsors:

Enactment Date:

Attachments: 6. New Position Request – Planner - Planning and Development Department, Presentation Planner Position

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: amy.myers@highpointnc.gov

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	02/02/2023	Committee Recommended Approval				Pass

Notes: *Sushil Nepal, AICP Planning & Development Director, provided the staff report for this item and stated the Planning and Service Department request an entry-level Planner position within the Development Services Division. The Planning and Services Department is experiencing an increase in the number of land development records and public inquiries related to development. He provided a matrix of those increases for years 2020-2022 and noted the position will be funded by vacancy savings in FY23 and the full cost of the position will be included in the FY24 budget recommendation.*

Committee Member Jones stated he supports this item, and feels the position will pay for itself in helping speed up the process.

Committee Member Peters stated she supports this item as there is an obvious need for personnel in the planning department.

In response to Chairman Moore, Mr. Nepal stated there is no certification needed for the position and as soon as this request is approved, the recruitment process will begin.

Chairman Moore stated he appreciated the matrix that was provided for this item, and would like to see this information at least every quarter.

Text of Legislative File 2023-054

CITY OF HIGH POINT

AGENDA ITEM



Title: New Position Request - Planner

From: Sushil Nepal, AICP
Planning & Development Director

Meeting Date: February 6, 2023

Public Hearing: N/A

Advertising Date: N/A

Attachments: Position Description

Advertised By: N/A

PURPOSE:

The Planning and Development Department requests an entry-level Planner position within the Development Services Division.

BACKGROUND:

The Planning and Development Department requests the addition of a Planner position within the Development Services Division. The Development Services Department has seen an increase in the number of land development records in recent years, and an increase in public inquiries related to development. An additional staff member is needed to assist with land development record review, including but not limited to site plans, subdivision plats, group development plans, street addressing and sign permits. This position is expected to be able to explain development regulations, including zoning, subdivision and other standards, and the development review process to the public, as well as regulatory problems and procedures to developers, architects, engineers, and citizens to assist with land development and board action review items.

The organizational structure of the Development Services Center within the Inspections Services Department was recently altered, leaving the previous Planner position within the department to be reclassified. This position previously served as a first point of contact for the public with relation to zoning and development inquiries. Adding a Planner position within the Planning and Development Department would fill that void and provide an opportunity to free senior staff and senior planners to continue their review work as needed and provide timely review and approvals to the applicants.

BUDGET IMPACT:

This position will be funded by vacancy savings in FY23. The full cost of the position will be included in the FY24 budget recommendation.

RECOMMENDATION / ACTION REQUESTED:

Staff Recommendation

The Planning and Development Department recommends approval of the new Planner position and asks that the necessary funding be appropriated.



Planner

DEPARTMENT: Planning & Development **FLSA Status:** Exempt
REPORTS TO: Development Administrator **PAY GRADE:** 27
Salary Range: \$43,434+ Depending on Qualifications **Position No.:** 2340-XX

Summary

Performs routine and moderately difficult professional work in the handling of a variety of assignments within the Development Services Division of the Planning and Development Department. Will contribute to the review of land development plans, commercial construction projects and zoning permits; does related work as required. Work is performed under the regular supervision of the Development Administrator.

Essential Tasks

- Provides general information to the public regarding development regulations, including zoning, subdivision and other standards, and the development review process;
- Assists developers, architects, engineers and general public with specific regulatory requirements and procedures for development projects;
- Reviews or assists in the review of moderately difficult land development plans for compliance with development regulations;
- Assists in the review and processing of construction permits for zoning compliance (including commercial, residential, and zoning permits);
- Assists in supporting street addressing functions within the department;
- Evaluates and assists in the review of voluntary annexations, rezonings, text amendments, special use permits, street closings, variances and other development proposals;
- Conducts field evaluations and assessments, collect data and information, analyze and summarize existing conditions, derive conclusions, make recommendations, and prepare technical reports;
- Presents oral reports to boards and commissions and attends meetings, as needed;
- May be required to drive to various locations to accomplish assignments;
- Assists division head and staff as needed;
- Ensures that all work is performed in accordance with OSHA and City Safety Standards and Policies.

Qualifications

- Formal Education
 - Bachelor's Degree in Planning, architecture, public policy or a closely related field with at least one (1) year of experience; OR
 - High School Diploma with 5 years of progressive planning and/or project management experience.
- Knowledge
 - Knowledge of the principles and practices of planning;

- Knowledge of principles and practices of research and data collection;
- Knowledge of effective writing techniques;
- Knowledge of computer programs and applications, which may include Microsoft Office and Geographic Information Systems (GIS)
- Skills
 - Ability to establish and maintain effective working relationships with associates, officials, developers and the public.
 - Ability to read and interpret development plans;
 - Ability to work with computer software as it relates to development;
 - Ability to comprehend and apply development ordinances and regulations;
 - Knowledge of theories, principles, techniques and practices of urban and regional planning;
 - Ability to prepare and present technical reports in oral and written form
- Supervision
 - Not required.
- Certifications
 - None required.
- Valid North Carolina Driver's License

Preferred Qualifications

- Master's degree in urban planning, architecture, public policy or related field.

Physical Requirements

Hearing/Speaking - Expressing and/or receiving information by means of spoken word are both necessary to converse with internal and external customers including co-workers, citizens and applicants.

Visual Abilities – the ability to perceive via eyesight is required for this position:

- Acuity, far – clarity of vision at 20 feet or more. Must be able to see from a distance when administering and observing employment tests, operating a motor vehicle or addressing an audience.
- Acuity, near – clarity of vision at 20 inches or less. Must be able to see work-related business documents close at hand.
- Depth perception – Three-dimensional vision and the ability to judge distance and space relationships.
- Field of Vision – the area that can be seen up and down or to the right or left while eyes are focused on one point. Must be able to see a wide span of area.
- Accommodation – Must be able to adjust the eye lens to glance quickly.

Physical Strength – degree of physical demands typically associated with this position include:

- Light Work
 - Exerting up to 20 pounds of force occasionally; and/or
 - Exerting up to 10 pounds of force frequently; and
 - A negligible amount of force constantly to handle or move materials related to the position
- Type of Physical Demands

- Reaching - Extending the hand(s) or arm(s) in any direction.
- Handling - Seizing, holding, grasping, turning, or otherwise working with hand(s).
- Fingering - Picking, pinching or otherwise working with fingers primarily rather than the entire hand or arm.

Mental Activity/Requirements

Reasoning

- Ability to apply principles of logical thinking combined with knowledge of principles and practices of public personnel and employment laws to work tasks and handle practical situations, comprehend and respond to a variety of situations in a timely fashion and exercise good judgment.

Mathematics Ability

- Using arithmetic and/or Statistics: Ability to direct and oversee the use of arithmetic and/or statistics in the preparation of a variety of records and reports.

Language Ability

- The ability to speak, read and write the English Language are required for this position.

Environmental Conditions

Physical Surroundings

- The Planner is subject to working inside or outdoors.

Hazards

- No environmental hazards indicated for this classification.

Machinery/Tools/Work Aids/Other Equipment

- Computer, calculator, VCR/TV/DVD player, projector, audio/video still and motion recorders, printer/fax/copy machine, measuring devices, manuals, ordinances, Personnel Resolution, regulations, reports, evaluations, records, correspondence, periodicals, two-way radio, reference materials, statutes, building codes, telephone, regular office supplies.

Disclaimer

This job description may not be all-inclusive, as jobs evolve over time to meet the ever-changing needs of the City of High Point's workforce. This job description is not intended to and does not create a contract or offer of employment to any individual. In accordance with the Americans with Disabilities Act, it is possible that requirements may be modified to reasonably accommodate disabled individuals. However, no accommodations will be made which may pose serious health or safety risks to the employee or others or which impose undue hardships on the City of High Point. Candidates selected for employment must pass a background screening as well as a pre-employment physical to ensure medical clearance to perform the essential functions of the job prior to receiving a full offer of employment.

The City of High Point is an at-will employer and employees may be terminated or may terminate their employment at any time with or without reason for any reason not prohibited by law.

Planning and Development Department

Consideration to approve an entry-level
“Planner” position

Finance Committee
February 2, 2023



Current budgeted staff: 13 FTE

**Some functions shared with Inspections Dept. & Community Development (Local Code Enforcement)

Background

- Increased land development reviews over the last few years
- Increased public interest and inquiries
- Level of Service Impacts – Longer Plan Reviews
- Previous Planner position shared with Inspection Services (restructured in 2021), supported:
 - Sign permit review
 - Residential Construction permit review
 - Zoning phone call and drop-in inquiries

****Additional Staff Needed to maintain Level of Services and Customer Satisfaction****

Land Development Records

	Jul-Dec 2020	Jan-Jun 2021	Jul-Dec 2021	Jan-Jun 2022	Jul-Dec 2022
Number of land development records managed for 6-month period <i>(easement reconveyance, group development, preliminary subdivision, ROW encroachment, site plan, street & utility plan, address assignment, design review, exclusion map, final subdivision plat, minor works certificate)</i>	88	150	169	134	161
**2 FTE case managers (Planning Staff)					

Land Development Records: Reviewed by the TRC (Several City Departments)

	Jul- Dec 2020	Jan- Jun 2021	Jul- Dec 2021	Jan- Jun 2022	Jul- Dec 2022
Total TRC Reviews for 6-month period <i>(easement reconveyance, group development, preliminary subdivision, ROW encroachment, site plan, street & utility plan)</i>	44	55	56	64	93
Number of TRC land development records completing initial review within 10 business days for 6-month period	31	27	21	34	29
Percent of TRC land development records completing initial review within 10 business days for 6-month period	72%	49%	37%	53%	31%

← Goal: 90 Percent

Land Development Records: Reviewed by Planning Dept.

	Jul-Dec 2020	Jan-Jun 2021	Jul-Dec 2021	Jan-Jun 2022	Jul-Dec 2022
Number of P&D Department land development records for 6-month period <i>(address assignment, design review, exclusion map, final subdivision plat, minor works certificate)</i>	44	95	113	70	68
Number of P&D Department land development records completing initial review within 5 business days for 6-month period	41	91	101	54	42
Percent of P&D Department land development records completing initial review within 5 business days for 6-month period	93%	96%	89%	77%	62%

← Goal: 90 Percent

Sign Permits and Code Confirmation Records: Reviewed by Planning

- Senior Staff is currently reviewing sign permits and writing code confirmation request reports.
- These are duties that a Planner would be well-equipped to fulfill after training within the department and free up senior staff time for plan reviews

	Jul- Dec 2020	Jan- Jun 2021	Jul- Dec 2021	Jan- Jun 2022	Jul- Dec 2022
Sign Permits Reviewed	93	90	78	92	78
Code Confirmation Requests	75	75	135	94	106

Budget Impacts

- This position will be funded by vacancy savings in FY23.
- The full cost of the position will be included in the FY24 budget recommendation.

The Planning and Development Department requests approval of the new Planner position and associated funding.



City of High Point

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

Master

File Number: 2023-041

File ID: 2023-041

Type: Contract

Status: Committee
Recommended
Approval

Version: 1

Reference:

In Control: Finance Committee

File Created: 01/26/2023

File Name:

Final Action:

Title: Contract - Oltrin Solutions LLC - Bulk Purchase of Sodium Hydroxide - Public Services

Public Services Department is requesting approval from City Council for authorization to piggyback off the Winston-Salem / Forsyth County Utility Commission's bid submitted by Oltrin Solutions LLC for Caustic Soda (Sodium Hydroxide) a one (1) year contract for the annual amount of \$340,090...Body

Notes:

Sponsors:

Enactment Date:

Attachments: 7. Contract – Oltrin Solutions LLC – Bulk Purchase of Sodium Hydroxide – Public Services, Recommendation Form - Caustic 1-24-23

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: robby.stone@highpointnc.gov

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	02/02/2023	Committee Recommended Approval				Pass
Notes: Robby Stone, Public Services Director, provided the staff report for this item. He stated this is for a purchase for Sodium Hydroxide which is used at the wastewater treatment plants for pH adjustments and alkalinity addition. He said the Public Services Department is requesting approval to piggyback on the bids for Sodium Hydroxide that were received by the Winston-Salem/Forsyth County Utility Commission noting they have received three bids and Oltrin Solutions LLC was the lowest bidder which was \$958.00/dry ton.							

Text of Legislative File 2023-041

CITY OF HIGH POINT

AGENDA ITEM



Title: Chemical Contract – Caustic Soda (Sodium Hydroxide) Oltrin Solutions LLC
From: Robby Stone – Public Services Director
Derrick Boone, Asst. Public Services Director
Meeting Date: February 6, 2023
Public Hearing: N/A
Bid Number:
Advertising Date:
Attachments: Invitation for Bid
Bid Tabulation Sheet
Agenda for Winston-Salem /
Forsyth County Utility Commission
Advertised By:

PURPOSE:

For the bulk purchase of Caustic Soda (Sodium Hydroxide - 50%).

BACKGROUND:

Caustic Soda (Sodium Hydroxide) is used at the City's water and wastewater treatment plants for pH adjustment and alkalinity addition. The Public Services is requesting approval to piggyback on the bids for Caustic Soda (Sodium Hydroxide) that were received by the Winston-Salem / Forsyth County Utility Commission on November 17, 2022. The Winston-Salem / Forsyth County Utility Commission received three bids and Oltrin Solutions LLC was the lowest bidder at \$958.00/dry ton.

BUDGET IMPACT:

Funding is available in the FY 2022-2023 Budget.

RECOMMENDATION / ACTION REQUESTED:

The Public Services Department is requesting approval from Council for authorization to piggyback off the Winston-Salem / Forsyth County Utility Commission's bid submitted by Oltrin Solutions LLC for Caustic Soda (Sodium Hydroxide) opened on November 17, 2022 and awarded December 12, 2022. It would be a one (1) year contract to Oltrin Solutions LLC, for the annual amount of \$340,090.



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

This is a contract for the purchase of Caustic Soda (Sodium Hydroxide - 50%) for Ward WTP, Eastside WWTP and Westside WWTP.

PURPOSE:

At the Ward Plant, it will be used for pH adjustment and alkalinity addition. At Eastside, it will be used for odor control and at Westside it will be used for odor control and alkalinity addition.

COMMENTS:

This recommendation is to piggyback on the Caustic contract that was recently bid by the Winston-Salem / Forsyth County Utility Commission.

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

The Public Services Department is requesting approval from Council for authorization to piggyback off the Winston-Salem / Forsyth County Utility Commission's bid submitted by Oltrin Solutions LLC for Sodium Hydroxide opened on November 17, 2022 and awarded December 12, 2022. The Winston-Salem / Forsyth County Utility Commission received three bids and Oltrin Solutions LLC was the lowest bidder at \$958.00/dry ton.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
621758	526103			210,760.00
621753	526103			57,480.00
621752	526103			71,850.00
TOTAL BUDGETED AMOUNT				\$340,090.00

DEPARTMENT HEAD: DATE:

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

PURCHASING MANAGER: DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:

ADVERTISEMENT FOR BIDS

Pursuant to NCGS 143-129, sealed proposals endorsed “**CAUSTIC SODA, FB23145**” will be received by the City/County Purchasing until **3:00 PM, November 17, 2022** in Room 324 City Hall, 101 N. Main Street, Winston-Salem NC 27101. The Utility Commission reserves the right to reject any and all proposals, and to waive any informalities in the bidding procedures.

This bid is for procurement of the following water and wastewater treatment chemicals: Caustic Soda 25% and Caustic Soda 50%, otherwise known as Liquid Sodium Hydroxide, in the estimated six-month quantities of 45 dry tons and 450 dry tons, respectively.

BIDDERS MAY SUBMIT ELECTRONICALLY (preferred) OR BY HARDCOPY - see Proposal Form for instructions. It is the bidder's responsibility to confirm receipt of their bid proposal.

For a complete bidding package and/or instructions on submitting bids, contact Darren Redfield at darrenmr@cityofws.org or 336-747-6936 during regular office hours. End of question period is 12:00 PM EST, November 14, 2022.

City of Winston-Salem



State of North Carolina
Interactive Purchasing System

Bid Details

[Return](#)

Bid No: 281-FB23145
Department: NON STATE - City of Winston-Salem
Purchaser: Darren Redfield
Type of Bid: Open Market Solicitations
Description of Requirements: 6-month supply of caustic soda (sodium hydroxide) in full tanker shipments as needed
by five plant facilities.
Category: Chemicals including Bio Chemicals & Gas Matls
Commodity Number: 1216 - Additives

Date Issued: 11/4/2022
Open Date: 11/17/2022
Date Awarded:
Date Award Posted:
Cancel Date:

No Bid Items Found

ADDENDUM #1

CAUSTIC SODA – FB23145

BIDS WILL BE RECEIVED UNTIL
3:00 PM, November 17, 2022

DELIVERED TO bids@cityofws.org OR MAIL TO:
CITY OF WINSTON-SALEM
PURCHASING
101 NORTH MAIN STREET
CITY HALL, ROOM 324
WINSTON-SALEM, NC 27101

November 9, 2022

Please include this page with your bid.

Darren Redfield, Buyer

Company

Authorized Signature

Date

BID CLARIFICATIONS

The following responses are hereby given to bidder questions:

1. *Question:* It seems the contract dates should be 2023 on page 8. *RESPONSE:* Correct. All changes are highlighted in gray on attached revised Proposal form page 8.
2. *Question:* Is the price evaluation at each three month mark valid for the initial six month contract period, or only on the renewals? *RESPONSE:* this has been removed from the bid.
3. *Question:* Is membrane grade required for 25% caustic soda? *RESPONSE:* Diaphragm grade is acceptable. Membrane grade is only required for 50% caustic soda.

PROPOSAL FORM (Rev. Add #1)

CAUSTIC SODA 25% and 50%

BIDDERS:

The Utility Commission wishes to enter into annual contracts for its water and wastewater chemicals. The Commission reserves the right to cancel or not extend the contract at any time and/or at renewal junctures, whether due to discontinuing use of the chemical, budget constraints, or without cause.

NOTE: All quantities shown are estimated. The Utility Commission reserves the right to purchase more or less than these amounts at the firm contract cost during each contract term. All purchases made under the contract in subsequent fiscal years are subject to appropriations by the City Council of the City of Winston-Salem to cover such purchases.

The Initial Contract Period is **January 1, 2023 through June 30, 2023**. All unit prices shall be firm for this initial contract period.

Renewable term contract. The Utility Commission reserves the right to extend this contract for up to two (2) additional 6-month periods* (ending June 30, 2024). Any contract extension is subject to the continuation of usage and availability of funds. A properly executed purchase order shall be evidence of an extension agreed to by the parties and that said purchase order shall become a self-executing amendment to the contract.

Price adjustments. The vendor may request a price increase at the beginning of each renewal term by an amount not-to-exceed the latest Producer Price Index (PPI) as noted below - the difference from the most recently available month to the previous six-month period* - as reported on the U.S. Department of Labor Bureau of Labor Statistics website <https://www.bls.gov/ppi/detailed-report/home.htm#2021> at the time the extension is pursued (approximately 60 days ahead of renewal date). The Commission expects its vendors to give it the benefit of any a price reduction, which will likewise be based on the same PPI calculation and agreed to by both parties. The Purchasing Department will verify price adjustment requests using PPI Table 9, commodity code 325180-4 "sodium hydroxide".

The calculation formula is the simple percentage method: (PPI Value at Renewal divided by PPI Value of 6 months prior) multiplied by Original Unit Price = New Adjusted 6-mo. Price. Example: (PPI-Nov 2021 / PPI -Nov 2020) X Orig. Unit Price =...(277.948 / 260.229) X \$500 = \$534.05, a 6.81% increase. The PPI index calculation will be based on 3 decimal places, but the price will be rounded up or down to 2 decimal places, unless the unit price is under \$1.00 where it will be rounded to 3 decimal places.

*Deleted

DETAILED SPECIFICATIONS

CAUSTIC SODA 25%

PURPOSE:

1. The City of Winston-Salem/Forsyth Utility Commission desires to enter into a contract for the supply of **25% Sodium Hydroxide (caustic soda)** solution for use at the Commission's two wastewater treatment plants. The City reserves the right to extend this contract.
2. Award: The Commission intends to award the contract to the responsible bidder submitting the lowest contract price; however, it reserves the right to consider any bid or contract exceptions, as well as past performance, in making a final award decision.

CERTIFICATIONS REQUIRED:

1. The material furnished under this contract shall conform to the latest revision of the American Water Works Association Standard for Caustic Soda, 8501 and must be certified as meeting ANSI/NSF Standard 60. **The product must be produced domestically in the USA. Membrane Diaphragm grade is acceptable.**
2. Each bid shall show the unit price per dry ton of caustic soda provided (as a 25% solution) and the total contract price. The contract price will be equal to the unit price per ton multiplied by the estimated dry tons to be purchased during the contract period.
3. The unit price by the supplier shall include all delivery and shipping charges.
4. Any exception(s) to any of the specifications detailed herein must be fully explained in a letter accompanying the bid, and is subject to acceptance by the Commission.

PHYSICAL AND CHEMICAL CHARACTERISTICS:

1. The material provided under this contract shall contain 25% sodium hydroxide (NaOH) by weight and shall have a specific gravity of 1.278 at 60°F.
2. The material provided under this contract shall contain no compound or contaminant that will inhibit or interfere with the wastewater treatment process or that will pass through the treatment plant in such a form so as to harm the receiving stream.
3. A statement of the equivalent dry weight of sodium hydroxide of each shipment shall be submitted, from which the cost of the shipment will be calculated. Dry tons of sodium hydroxide shall be calculated using the following formula:

$$\text{Caustic Soda, dry tons} = \frac{\text{Total weight of material delivered, lbs} \times \% \text{ Caustic Soda}}{200,000}$$

4. The Commission reserves the right to award the contract on the basis of price and/or suitability of the material based on the analysis of the material.

PACKAGING AND DELIVERY:

1. The material shall be delivered to the Archie Elledge and the Muddy Creek Wastewater Treatment Plants in ~4,000 gallon tanker loads. The address for each of the facilities are as follows:

INVITATION FOR BID

CAUSTIC SODA (25% and 50%) CITY/COUNTY UTILITY COMMISSION

Bids Will Be Opened At
3:00 pm, November 17, 2022

In CITY HALL ROOM 324
BY CITY/COUNTY PURCHASING

For electronic bid delivery, scan all required bid forms as a single PDF
with subject line **"Bid for Caustic"** and email to: bids@cityofws.org

OR

For FedEx / hand-delivery, place bid inside a sealed envelope
labelled **"BID for CAUSTIC"** to:

City of Winston-Salem Purchasing Dept.
101 N. Main Street
City Hall Room 324
Winston-Salem, North Carolina 27101

Pursuant to NCGS 143-129, sealed proposals endorsed **"CAUSTIC SODA, FB22287"** will be opened by City/County Purchasing at the place and time noted above. The Utility Commission reserves the right to reject any and all proposals, and to waive any informalities in the bidding procedures. Bids will be opened publicly.

BIDDERS MAY SUBMIT ELECTRONICALLY OR BY HARDCOPY. It is the bidder's responsibility to confirm receipt of their bid proposal.

For additional instructions on submitting bids, contact Darren Redfield at darrenmr@cityofws.org or 336-747-6936 during regular office hours. End of question period is 12:00 PM, November 14, 2022.

Bidding Agent:

Darren Redfield
Buyer - Purchasing
darrenmr@cityofws.org

SPECIFICATIONS PREPARED BY:
Utilities staff

INSTRUCTIONS TO BIDDERS

READ, REVIEW AND COMPLY: This entire set of documents constitutes the IFB. It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein. This IFB sets forth the minimum requirements that all submissions shall meet. Failure to submit proposals in accordance with this request may render the proposal unacceptable. Costs incurred by any Bidder in the preparation of his/her response to the IFB are the responsibility of the Bidder and will not be reimbursed by the City of Winston-Salem. Bidders shall not include any such expenses as part of their proposals.

INSPECTION OF SITES:

Each bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions relating to the service. Each bidder should fully inform himself as to the facilities involved and any difficulties and restrictions involved in performance of the Contract. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the existing conditions. The City of Winston Salem will be justified in rejecting any claim based on facts that the bidder should have been aware of as a result of his site inspection.

PREPARATION AND SUBMISSION OF BID:

Please read all instructions carefully before preparing and submitting your bid.

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

- **The Proposal forms furnished herein must be used and shall not be altered in any manner.**
- All entries on the itemized proposal form shall be written in ink or typed.
- The total amount bid shall be written in the proper place on the itemized proposal form.
- Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use "White Out" or similar product to make corrections.
- The bid shall be properly executed. All bids shall show the following information:
 - Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - Name of individual or representative submitting the bid, position or title.
 - Signature of person authorized to submit a bid of behalf of the company.
- Bids submitted by corporations shall bear the seal of the corporation.
- The bid shall not contain any unauthorized additions, deletions, or conditional bids.
- The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- **Required forms: price page, Signature Page, Non-Collusion Affidavit.** Any Addenda issued which affects the quantity or price must be acknowledge.

Bids may be submitted electronically or by hardcopy. See Proposal Form for instructions.

TIME FOR OPENING BIDS:

Bidders or their authorized agents are invited to be present at the public bid opening. Bids received prior to the advertised hour of opening will be securely kept sealed. The agent whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered. Mailed Bids will be treated in every respect as though filed in person and will be subject to the same requirements.

It is the Bidders responsibility to assure that the bid is received by the required deadline. If mail or delivery by other means is delayed beyond the date and hour set for the receipt of the bid, the proposals that are late will not be considered, except by fault of the City it does not reach the bidding agent.

PROPOSER QUESTIONS AND INQUIRIES:

Questions relative to this IFB must be submitted in writing only to Darren Redfield, e-mail darrenmr@cityofws.org (email is preferred), by fax: (336) 748-3057 or by letter to the address shown on Proposal Form. **All inquiries must be made by the End of Question Period.** The City will provide written responses to all inquiries received by this date, and responses will be made available to all recipients of this IFB. Any oral responses made by any representative of the City may not be relied upon. Any supplements or amendments to this IFB will be in writing and furnished to potential bidders.

BID AWARD:

Pursuant to N.C.G.S. 143-129, the award will be made to the lowest responsive, responsible Bidder taking into consideration quality, performance, and time specified in the proposal for completion of work. The Owner reserves the right to hold bids for a period of sixty (60) days.

EQUIPMENT AND TOOLS:

The contractor shall use no equipment or tools that are owned by the City of Winston-Salem unless so noted in the Specifications. Neither shall the contractor utilize any employees of the City of Winston-Salem in performing the contract, except for opening locked gates, doors, etc., and giving directions.

MATERIALS:

No materials shall be stored on site and the City of Winston-Salem is not responsible for any materials, equipment or tools lost or stolen from the site. Any materials needed to complete the job shall be included in the bid.

CLEAN-UP:

The area of work shall be cleaned so that the City of Winston-Salem shall not incur any additional costs to make the area suitable for the educational process. Also, the Contractor shall utilize no trash receptacles or dumpsters owned by the City of Winston-Salem. All trash and debris shall be properly disposed of off the property. This will be monitored by the City of Winston-Salem.

PERFORMANCE OF WORK:

All work shall be performed at the highest level of quality. The City shall be responsible for determining the quality of work, and may notify vendor of the same. The City reserves the right to inspect the service of the vendor, to request log sheets and information related to vendor visits to City facilities. If the City determines that corrective action is needed, the City will inform the vendor of such action. Failure to take corrective action as directed shall be grounds for termination of the contract.

TERMINATION OF CONTRACT:

If the vendor fails to perform as outlined herein, the City may terminate the contract by 10-day written notice at its discretion and be liable only for that portion of product delivered.

NOTICE TO PROPOSERS

City Rights and Options

The City, at its sole discretion, reserves the following rights:

- To supplement, amend, substitute or otherwise modify this IFB at any time
- To cancel this IFB with or without the substitution of another IFB
- To take any action affecting this IFB, this IFB process, or the Services subject to this IFB that would be in the best interests of the City
- To issue addendums and/or additional requests for information
- To require one or more service providers to supplement, clarify, or provide additional information in order for the City to evaluate the responses submitted
- To negotiate a contract with one or more service providers based on the information provided in response to this IFB.

Public Records

Any material submitted in response to this IFB will become a "public record" once the bidder's document(s) is opened and the bidder is determined to be a participant in the solicitation process and shall be subject to public disclosure consistent with Chapter 132, North Carolina Statutes. Bidders must claim any applicable exemptions to disclosure provided by law in their response to this IFB. Bidders must identify materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make all final determination(s) of the applicability of North Carolina General Statutes § 132-1.2, Confidential Information.

Familiarity with Laws and Ordinances

The submission of a proposal on the services requested herein shall be considered as a representation that the proposer is familiar with all federal, state, and local laws, ordinances, rules, and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the proposer discovers any provisions in the IFB documents that are contrary to or inconsistent with any law, ordinance, or regulation, it shall be reported to the City in writing without delay.

The successful bidder must comply with all provisions of the Americans with Disabilities Act (ADA) and all rules and regulations promulgated thereunder. By submitting a proposal, the successful bidder agrees to indemnify the City from and against all claims, suits, damages, costs, losses, and expenses in any manner arising out of, or connected with, the failure of the Company, its subcontractors, agents, successors, assigns, officers, or employees to comply with the provisions of the ADA or the rules and regulations promulgated thereunder.

The successful bidder agrees that in carrying out this contract, compliance will be maintained with all applicable federal, state, and local laws, specifically including, without limitations, the Occupational Safety and Health Act of 1970 and Section 1324A, the Immigration Reform and Control Act.

E-Verify Compliance:

Per N.C.G.S. 143-133.3, Contractor compliance with federal E-Verify Law is required and will be so stated in the contract agreement. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a subcontractor, the Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

Iran Divestment Act. Contractor hereby certifies that it is not on the North Carolina State Treasurer's list of persons engaging in business activities in Iran, prepared pursuant to NCGS §143C-6A-4, nor will Contractor utilize on this Agreement any subcontractor on such list.

Divestment from Companies that Boycott Israel. Contractor hereby certifies that it is not on the North Carolina State Treasurer's list of companies engaged in a boycott of Israel in violation of NCGS 147-86.80 et. seq. and that it will not utilize on this agreement any subcontractor on said list."

Ethics Policy / Code of Conduct

The City of Winston-Salem has establish guidelines for ethical standards of conduct for City representatives and to provide guidance in determining what conduct is appropriate in particular cases. In establishing an ethics policy, the City of Winston-Salem desires to protect the public against decisions that are affected by undue influence, conflicts of interest, or any other violation of these policies as well as promote and strengthen the confidence of the public in their governing body. To review the City Policy, refer to this link: <http://www.cityofws.org/Home/Departments/Purchasing/Articles/Bids>

It is the policy of the City of Winston-Salem that an employee, officer, or agent of the City may not participate in any manner in the bidding, awarding, or administering of contracts in which they, or a member of their immediate family, their business partner, or any organization in which they serve as an officer, director, trustee, or employee, have a financial interest.

IMPORTANT: Winston-Salem City Code (*Chapter 2, Article 1, Sec. 2-3*) provides that the City may disqualify contractors from bidding on contracts of the City if a contractor fails to perform satisfactorily on past or current contracts. Failure to complete work within contract time limits and/or meeting required quality levels are factors that could make a contractor ineligible to bid on future City projects. Satisfactory performance on a job includes: performing work to City standards (including all safety and labor laws), working cooperatively with our inspector and citizens, and completing the project in the time period provided for in the contract.

Contract

The Vendor must wait for the Purchase Order to be issued prior to doing business with or for the City, contingency upon the vendor meeting the City of Winston-Salem's insurance provisions.

The vendor shall be responsible for any damages caused by his personnel or equipment to property of the Owner. He shall make good in an approved manner at his own expense any such loss, damage, or injury without cost to the owner. The vendor shall also assume all responsibility to maintain all existing protection, provide, and maintain all such additional protection as required by the governing laws, regulations, ordinances, and safety of personnel and visitors.

**GENERAL INSURANCE REQUIREMENTS
for City of Winston-Salem contracts**

A. The Contractor shall, during the continuance of all work under the Contract, provide the following:

1. Workers' Compensation Insurance as required by the North Carolina General Statutes.
2. Commercial General Liability to protect the Contractor against any and all injuries to third parties, including personal injury and property, and special and consequential damages, resulting from any negligent action, omission or operation by the Contractor or in connection with the services described herein. The insurance shall also include, coverage for explosion, collapse, and underground hazards, where required. This insurance shall provide bodily injury and property damage limits of not less than \$1,000,000 for each occurrence, respectively, and shall provide at least \$5,000 in Medical Expenses (Med Pay) coverage.
3. Maintain Owned, non-owned, and hired Automobile Liability insurance, including property damage insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor in furtherance of these services. In addition, all mobile equipment used by the Contractor in connection with the contract work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. This insurance shall provide bodily injury and property damages limits of not less than \$1,000,000 combined single limit/each accident.

B. If this Agreement is for a design, engineering or consulting Service, maintain Professional Liability insurance of at least \$1,000,000.00 per incident.

C. The Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall submit the certificate with its executed contract. **The City of Winston-Salem shall be named as an additional insured** in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the City of Winston-Salem may possess.

D. The Contractor will secure and maintain all insurance policies of its subcontractors which shall be made available to the City of Winston-Salem on demand. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this heading or under any other section or provisions of the Contract.

E. The Contractor will provide on demand certificate copies of all insurance coverage on behalf of the Contract within ten days of demand by the City of Winston-Salem. These certified copies shall be sent to the City of Winston-Salem from the Contractor's insurance agent or representative.

F. The Contractor shall furnish the City of Winston-Salem thirty days written notice of any changes or cancellation of the policy. The failure of the contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the Risk Manager, City of Winston-Salem.

GENERAL INSURANCE REQUIREMENTS - Page 2

G. Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Contractor fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the Contract Term, the City of Winston-Salem shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the City of Winston-Salem for the entire additional cost of procuring the uncompleted portion of the contract at time of termination.

H. Contractual and other Liability insurance provided under this Contract shall not contain a supervision inspection or engineering services exclusion that would preclude the City of Winston-Salem from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.

I. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City of Winston-Salem. The Contractor shall be as fully responsible to the City of Winston-Salem for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

J. Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.

K. The Contractor and all subcontractors and sub-subcontractors agree to comply with the State of North Carolina Occupational/Safety and Health Act and the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.

Address for Certificate of Insurance:
City of Winston-Salem
Purchasing
P.O. Box 2511
Winston-Salem, NC 27102

PROPOSAL FORM

CAUSTIC SODA 25% and 50%

BIDDERS:

The Utility Commission wishes to enter into annual contracts for its water and wastewater chemicals. The Commission reserves the right to cancel or not extend the contract at any time and/or at renewal junctures, whether due to discontinuing use of the chemical, budget constraints, or without cause.

NOTE: All quantities shown are estimated. The Utility Commission reserves the right to purchase more or less than these amounts at the firm contract cost during each contract term. All purchases made under the contract in subsequent fiscal years are subject to appropriations by the City Council of the City of Winston-Salem to cover such purchases.

The Initial Contract Period is **January 1, 2022 through June 30, 2022**. All unit prices shall be firm for this initial contract period.

Renewable term contract. The Utility Commission reserves the right to extend this contract for up to two (3) additional 6-month periods* (ending June 30, 2023). Any contract extension is subject to the continuation of usage and availability of funds. A properly executed purchase order shall be evidence of an extension agreed to by the parties and that said purchase order shall become a self-executing amendment to the contract.

Price adjustments. The vendor may request a price increase at the beginning of each renewal term by an amount not-to-exceed the latest Producer Price Index (PPI) as noted below - the difference from the most recently available month to the previous six-month period* - as reported on the U.S. Department of Labor Bureau of Labor Statistics website <https://www.bls.gov/ppi/detailed-report/home.htm#2021> at the time the extension is pursued (approximately 60 days ahead of renewal date). The Commission expects its vendors to give it the benefit of any a price reduction, which will likewise be based on the same PPI calculation and agreed to by both parties. The Purchasing Department will verify price adjustment requests using PPI Table 9, commodity code 325180-4 "sodium hydroxide".

The calculation formula is the simple percentage method: (PPI Value at Renewal divided by PPI Value of 6 months prior) multiplied by Original Unit Price = New Adjusted 6-mo. Price. Example: (PPI-Nov 2021 / PPI -Nov 2020) X Orig. Unit Price =...(277.948 / 260.229) X \$500 = \$534.05, a 6.81% increase. The PPI index calculation will be based on 3 decimal places, but the price will be rounded up or down to 2 decimal places, unless the unit price is under \$1.00 where it will be rounded to 3 decimal places.

*The Commission reserves the right to evaluate pricing at each 3-month mark and to request a price decrease from vendor - and vendor may request a price increase for approval by the utility – according to the PPI index where more than a 3% differential has occurred during the applicable 3-month period.

PROPOSAL – PAGE 2

CAUSTIC SODA 25%
per Specifications, pages 16-17

Bidder acknowledgment: The undersigned bidder hereby declares that they have carefully examined the specifications contained herein and will provide all labor, materials, equipment, supervision, and insurance applicable to perform the services herein in accordance with the specifications and the requirements under them for the following sum to wit:

Supply semi-annually an estimated **45 Dry Tons** of Liquid Caustic Soda 25% per the Specifications and deliver to the two wastewater treatment plants on an as-needed basis. The City will order full 4,000 gallon loads unless unexpected circumstances were to develop.

ITEM 1:

TOTAL for estimated **45 dry tons** semi-annually:

Unit Cost \$ _____ /DT, so the Total Annual Purchase is \$ _____ (Unit Cost x 45)

Product must be Delivered FOB to the facility.

Manufactured by: _____

Shipping Point: _____

BIDDER NAME: _____

ALL BIDS MUST BE F.O.B. DELIVERED TO PLANT LOCATIONS - NO ADDITIONAL PAYMENTS WILL BE MADE FOR FUEL SURCHARGES, SHIPPING CHARGES, PALLETS, DRUMS, ETC.

The apparent low bidder shall provide a certified analysis within 48 hours, if requested by plant staff, for review prior to award by the Utility Commission.

PROPOSAL – PAGE 3

CAUSTIC SODA 50%
per Specifications, pages 19-20

Bidder acknowledgment: The undersigned bidder hereby declares that they have carefully examined the specifications contained herein and will provide all labor, materials, equipment, supervision, and insurance applicable to perform the services herein in accordance with the specifications and the requirements under them for the following sum to wit:

Supply semi-annually an estimated **450 Dry Tons** of 50% Liquid Sodium Hydroxide per the Specifications and deliver to the two wastewater treatment plants on an as-needed basis. The City will order full 4,000 gallon loads unless unexpected circumstances were to develop.

ITEM 1:

TOTAL for estimated **450 dry tons** semi-annually:

Unit Cost \$ _____ /DT, so the Total Annual Purchase is \$ _____ (Unit Cost x 450)

Product must be Delivered FOB to the facility.

Manufactured by: _____

Shipping Point: _____

BIDDER NAME: _____

ALL BIDS MUST BE F.O.B. DELIVERED TO PLANT LOCATIONS - NO ADDITIONAL PAYMENTS WILL BE MADE FOR FUEL SURCHARGES, SHIPPING CHARGES, PALLETS, DRUMS, ETC.

The apparent low bidder shall provide a certified analysis within 48 hours, if requested by plant staff, for review prior to award by the Utility Commission.

PROPOSAL – PAGE 4

For the purpose of issuing Purchase Orders and paying invoices, please indicate the following for prompt P.O. and payment distribution:

COMPANY

CONTACT PERSON

MAILING ADDRESS (or PO BOX)

TELEPHONE

CITY, STATE, ZIP

EMAIL ADDRESS

ALL BIDS MUST BE F.O.B. DELIVERED TO PLANT LOCATIONS - NO ADDITIONAL PAYMENTS WILL BE MADE FOR FUEL SURCHARGES, SHIPPING CHARGES, PALLETS, DRUMS, ETC.

PROPOSAL SIGNATURE PAGE

Submission of a bid proposal shall indicate that the proposer has made themselves fully aware of the requirements for providing the service requested by the City of Winston-Salem. It is certified that this proposal is made in good faith and without collusion with any other person bidding on this contract or with any officer or employee of the City of Winston-Salem. **The Bidder must sign and include the Non-Collusion Affidavit Form with its proposal for the bid to be considered.**

The undersigned certifies that they have read and understood all the provided bidding documents, the project specifications, and agree to the terms and conditions stated herein. **This bid must be signed by a responsible official of the bidding organization.**

Date

Company (SEAL)

Authorized Signature (*required*)

Street Address or P.O. Box

Printed or Typed Name and Title

City, State, Zip

E-Mail Address

Telephone Number

The following information is requested for statistical purposes only. The provision or omission of this information will neither affect nor influence the award of these contracts. Bidder further certifies that:

We () are a minority-owned business enterprise. If yes, please identify in the appropriate box below:

- () Black
- () Hispanic
- () Asian American including Indian Subcontinent and Pacific Islands
- () Native American Indian including Eskimos and Aleuts
- () socially and economically disadvantaged
- () disabled

We () are a woman-owned business enterprise.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER***required – attach to bid***

State of _____)

County of _____)

Project/Service/Product: **CAUSTIC SODA, FB23145**_____, being first duly sworn, deposes and says that:
(Printed Name)1. He/she is (circle: owner, partner, officer, representative or agent) of _____
_____, the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bids of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Winston-Salem, Forsyth County, or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this Affiant.

Signature_____
Title

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public: _____ (SEAL)

My Commission Expires: _____

GENERAL CONDITIONS and INSTRUCTIONS
CITY OF WINSTON-SALEM, NC

1. The specified item(s) shall be delivered F.O.B. to Winston-Salem, North Carolina, according to the address stated on the Purchase Order unless stated otherwise in the Detailed Specifications.
2. The Purchase Order Number, Item Number, and Inquiry Number shall be affixed to the outside of each packing crate or carton and items not in packing material.
3. The City reserves the right to reject any and all shipments if the supplier fails to meet all terms and conditions of the contract award.
4. Suppliers of equipment requiring service connections must visit the field site to check buildings, measurements, and conditions (ex. deliveries must be from rear of tanker). Vendor must have own air supply and hoses for offloading product.
5. The supplier is responsible for all errors, omissions, and deviations from the contract requirements in shop drawings when such drawings are submitted by the supplier and approved by the City.
6. The successful bidder must prepare two (2) printed sets of operating instructions, recommended maintenance schedules, parts lists, and descriptive literature for the City, if applicable.
7. After an installation is completed, the supplier shall instruct the designated City personnel in the proper use of the equipment.
8. On notification by the customer, the supplier must remove all equipment and reconstruct or refurnish any defects or work rejected by the City. The expense of removing, reconstruction, replacing, or refurnishing unfit, unsound, or damaged work or material shall be the responsibility of the supplier.
9. Payment will be made within thirty (30) days after acceptance by the City. If partial payments are provided for, final payment will be made after acceptance by the City.
10. In the case of installed equipment, twenty-five percent (25%) of the total contract award shall be withheld until the equipment and installation is accepted by the City. Withholding twenty-five percent (25%) of the contract award shall not affect the discount terms of the contract.
11. All equipment will be guaranteed against defects in materials and workmanship for a period of not less than one year from the date the equipment is put into service, and accepted by the City. Copies of all guarantees and warranties are to be attached to the bids.
12. The City reserves the right to reject any or all bids, and to waive informalities.
13. In accordance with State Law (G.S. 143-129), the award will be made to the lowest responsible bidder taking into consideration quality, performance and time specified in the proposal for the performance of the contract.

General Conditions and Instructions - Page 2

14. Taxes:
 - A. Federal: The City is exempt from Federal Excise Taxes. The City will issue Federal Excise Exemption Certificates or Internal Revenue Tax Exemption Number only upon request of the contractor. Issuance of the certificate does not mean that the contract is entitled to a tax refund. All requests for refunds are to be handled by the contractor. The City, will not guarantee any Federal Tax refunds to the contractor.
 - B. State: Applicable North Carolina Sales and Use Taxes are NOT to be shown on bids, but are to be added to invoices as a separate item.
15. All supplies, materials, and equipment must be new and in first class condition. Bids offered on inferior or "second-line" equipment will not be accepted.
16. Not used.
17. If a bidder cannot meet the minimum requirements of the detailed specifications, he must outline and itemize each instance by a letter of transmittal and detail the item he offers.
18. **All bids must be firm and not subject to increase during any contract period. Only at renewal may price be increased.**
19. The supplier shall give the City the benefit of any industry-wide price reduction during the contract period.
20. **The unit price as well as total price for each item must be listed for purposes of individual evaluation.** Unit price(s) will prevail in the event of a math error calculating total price, where the line item total price and the grand total price shall then be adjusted accordingly.
21. The City reserves the right to hold bids open for a period of sixty (60) days after bid opening before making awards.
22. No special inducements will be considered that are not a part of the original bidding document.
23. ~~BID-DEPOSIT REQUIREMENTS~~
24. ~~PERFORMANCE BOND REQUIREMENTS~~
25. The award of this contract constitutes a preliminary determination as to the qualification of the bidder. The City is not legally bound to perform the contract until the contract is duly executed by the City. The bid deposit shall be retained if the bidder fails to execute the contract or give satisfactory surety as required by N.C.G.S. 143-129.
26. The City in each case refers to the City of Winston-Salem and/or the City/County Utility Commission, an Agency of the City of Winston-Salem.
27. It is the policy of the city of Winston-Salem that a City employee, officer or agent of the City may not participate in personal services or construction in which contract or the subcontractor, or any member of his immediate family, business partner or any organization in which they serve as an officer, director, trustee or employee, has a financial interest.

General Conditions and Instructions - Page 3

28. The successful bidder must comply with the provision of the Americans with Disabilities Act (ADA) and all rules and regulations promulgated thereunder. By submitting a proposal, the successful bidder agrees to indemnify the City from and against all claims, suits, damages, costs, losses, and expenses in any manner arising out of or connected with the failure of the Company, its subcontractors, agents, successors, assigns, officers, or employees to comply with the provisions of the ADA or the rules and regulations promulgated thereunder.
29. Not used.
30. **Bid proposals must be on the forms provided in this document.**
31. The Owner reserves the right to increase or decrease the quantity of product to be delivered under this contract, as described in the Proposal, without thereby altering or invalidating any terms of the Contract or Proposal or the prices therein named. Such Owner alterations shall not constitute a claim for damage nor for loss of anticipated profits. If such alterations increase the quantity of product to be delivered, payment of said additional amount shall be based on Unit Prices submitted below under the Item Section of the Proposal.

DETAILED SPECIFICATIONS

CAUSTIC SODA 25%

PURPOSE:

1. The City of Winston-Salem/Forsyth Utility Commission desires to enter into a contract for the supply of **25% Sodium Hydroxide (caustic soda)** solution for use at the Commission's two wastewater treatment plants. The City reserves the right to extend this contract.
2. Award: The Commission intends to award the contract to the responsible bidder submitting the lowest contract price; however, it reserves the right to consider any bid or contract exceptions, as well as past performance, in making a final award decision.

CERTIFICATIONS REQUIRED:

1. The material furnished under this contract shall conform to the latest revision of the American Water Works Association Standard for Caustic Soda, 8501 and must be certified as meeting ANSI/NSF Standard 60. **The product must be produced domestically in the USA. Membrane grade is acceptable.**
2. Each bid shall show the unit price per dry ton of caustic soda provided (as a 25% solution) and the total contract price. The contract price will be equal to the unit price per ton multiplied by the estimated dry tons to be purchased during the contract period.
3. The unit price by the supplier shall include all delivery and shipping charges.
4. Any exception(s) to any of the specifications detailed herein must be fully explained in a letter accompanying the bid, and is subject to acceptance by the Commission.

PHYSICAL AND CHEMICAL CHARACTERISTICS:

1. The material provided under this contract shall contain 25% sodium hydroxide (NaOH) by weight and shall have a specific gravity of 1.278 at 60°F.
2. The material provided under this contract shall contain no compound or contaminant that will inhibit or interfere with the wastewater treatment process or that will pass through the treatment plant in such a form so as to harm the receiving stream.
3. A statement of the equivalent dry weight of sodium hydroxide of each shipment shall be submitted, from which the cost of the shipment will be calculated. Dry tons of sodium hydroxide shall be calculated using the following formula:

$$\text{Caustic Soda, dry tons} = \frac{\text{Total weight of material delivered, lbs} \times \% \text{ Caustic Soda}}{200,000}$$

4. The Commission reserves the right to award the contract on the basis of price and/or suitability of the material based on the analysis of the material.

PACKAGING AND DELIVERY:

1. The material shall be delivered to the Archie Elledge and the Muddy Creek Wastewater Treatment Plants in ~4,000 gallon tanker loads. The address for each of the facilities are as follows:

Archie Elledge WWTP
 2801 Griffith Road
 Winston-Salem, North Carolina 27103
 Contact: Matt Lavigne, 336-765-0165

Muddy Creek WWTP
 4561 Cooper Road
 Winston-Salem, North Carolina 27127
 Contact: Keith Jones, 336-784-4700

2. The material shall be delivered on an "as needed" basis and deliveries shall be made within 3 work days of the supplier receiving a request for delivery. Delivery of this material must be made on weekdays, excluding holidays, after 7:00 AM and in sufficient time to have unloading operations completed before 3:30 PM, unless special arrangements have been made ahead of time with the plant supervisor.
3. Tanker truck drivers shall be equipped with the appropriate PPE for their use during off-loading operations. Tanker drivers shall verify with plant personnel that the connections between the tanker and the storage tank are secure, that wheel chocks are in place on the tanker and that the correct material is present in the tanker before off-loading operations begin. The delivery truck shall be capable of discharging the entire contents of the tanker against an elevation head of 20 feet. The delivery hose shall be compatible with the two-inch OPW male fitting on the tank fill lines.
4. The amount of caustic soda specified to be purchased in this contract is an estimate based on current expectations. The Commission reserves the right to purchase more chemical or less chemical than specified based on the plant's actual needs.
5. The Commission reserves the right to analyze the material upon delivery and reject same for failure to meet these specifications. Material meeting AWWA B-51 specifications, but delivered in a 50% solution will also be rejected as failing to meet these specifications. All freight charges on rejected material shall be paid by the supplier.
6. If requested by the plant supervisor, the supplier's truck driver shall collect a representative sample of the load prior to unloading. Sampling shall be done with the aid of plant personnel and the Commission will supply routine sampling apparatus, bottles and tags.
7. The supplier shall provide on-site technical service during the term of the contract if requested to do so by the Commission.
8. **The supplier shall provide a Material Safety Data Sheet (MSDS) as part of their bid package and any updates to the MSDS shall be provided to the Commission by the vendor with 14 days of their release.**

DETAILED SPECIFICATIONS

50% CAUSTIC SODA

PURPOSE:

1. The City of Winston-Salem/Forsyth County Utilities Commission desires to enter into a contract for its supply of 50% sodium hydroxide (caustic soda) solution to be used for water purification.
2. Award: the contract will be awarded to the lowest responsible bidder based on the unit price given.

CERTIFICATIONS REQUIRED:

1. The material furnished under this contract shall conform to the latest revision of the American Water Works Association Standard for Caustic Soda, 8501-03 and must be certified as meeting ANSI/NSF Standard 60. The product MUST be produced domestically within the USA.
2. Vendors shall bid a unit price per dry ton of sodium hydroxide provided in the form of a 50% solution. The unit price shall include freight and delivery charges. The contract will be awarded to the responsible bidder submitting the lowest contract price. The contract price will be equal to the unit price per ton multiplied by the estimated annual quantity.
3. Any exception(s) to any of the specifications detailed herein must be fully explained in a letter accompanying the bid, and may not be accepted by the Commission.
4. A certified truck weight (gross, tare and net) shall accompany each load for purposes of determining the tons of product delivered. Each certified weight ticket shall be from a facility that holds a current North Carolina Public Weigh master license and shall be certified as such. It is acceptable to submit a pre- and post-delivery weight ticket for payment.
5. A certificate of analysis shall accompany each load of caustic soda delivered and shall have a minimum of the following information:
 - Name of the manufacturer and method by which the material was produced, whether by Mercury Cell process or other means.
 - Specific Gravity at 60°F.
 - Total Alkalinity as Na₂O, WT%
 - Hydroxide Alkalinity as NaOH, WT%
 - Sodium Carbonate as Na₂CO₃, WT%
 - Sodium Chloride as NaCl, WT%
 - Sodium Chlorate as NaClO₃, WT%
 - Iron as Fe, mg/L
 - Copper as Cu, mg/L
 - Nickel as Ni, mg/L
 - The total measured weight (in grams) of 100 mL delivered solution.

PHYSICAL AND CHEMICAL CHARACTERISTICS:

1. The material provided under this contract shall contain 50% sodium hydroxide (NaOH) by weight and shall have a specific gravity of **1.530 at 60°F**. The product shall be membrane grade.
2. A statement of the equivalent dry weight of sodium hydroxide of each shipment shall be submitted, from which the cost of the shipment will be calculated. Dry tons of sodium hydroxide shall be calculated using the following formula:

$$\text{Caustic Soda, dry tons} = \frac{\text{Total weight of material delivered, lbs} \times \% \text{ Sodium Hydroxide}}{200,000}$$

3. The Commission reserves the right to award the contract on the basis of price and/or suitability of the material based on the analysis of the material.
4. The material shall contain no compound capable of producing a deleterious or injurious effect upon the health of those consuming water that has been properly treated with the 50% caustic soda.

PACKAGING AND DELIVERY:

1. Suppliers shall bid a unit price per ton to supply the sodium hydroxide solution. The contract will be awarded to the responsible bidder offering the lowest contract price.
2. The price bid by the supplier shall include all delivery and shipping charges to the plant sites. The Commission will not pay any special fuel surcharges or handling charges.
3. The amount of sodium hydroxide the Commission plans to purchase annually under this contract is an estimate based on current conditions. The Commission reserves the right to purchase more material or less material under this contract based on our actual need.
4. Delivery instructions will be given to the supplier when a request for an order is placed. Questions concerning delivery should be directed to the following personnel:
 - **Neilson Water Treatment Plant:** Gabriel Sparks, (336) 766-9885
 - **Swann Water Treatment Plant:** Chris Triplett, (336) 945-1179
 - **Thomas Water Treatment Plant:** Donna Lankford, (336) 788-0152
5. The material shall be delivered on an "as-needed" basis in – 4,000 gallon tanker loads. Deliveries shall be made within three workdays of the supplier receiving a request for delivery. Delivery of this material must be made on weekdays, excluding holidays, after 7:00 AM and in sufficient time to have unloading operations completed before 3:30 PM unless special arrangements have been made ahead of time with the plant supervisor.
6. Tanker truck drivers shall be equipped with the appropriate PPE for their use during off-loading operations. Tanker drivers shall verify with plant personnel that the connections between the tanker and the storage tank are secure; that wheel chocks are in place on the tanker and that the correct material is present in the tanker before off-loading operations begin. The delivery truck shall be capable of discharging the entire contents of the tanker against an elevation head of 20 feet. The delivery hose shall be compatible with the two-inch OPW male fitting on the tank fill lines.
7. The Commission reserves the right to analyze the material upon delivery and reject it for failure to meet these specifications. The supplier shall pay all freight charges on rejected material.
8. If requested by the plant supervisor, the supplier's truck driver shall collect a representative sample of the load prior to unloading. Sampling shall be done with the aid of plant personnel and the Commission will supply routine sampling apparatus, bottles and tags.
9. The supplier shall provide on-site technical service during the term of the contract if requested to do so by the Commission. Submit a Material Safety Data Sheet with bid.

INVITATION FOR BID

CAUSTIC SODA (25% and 50%) CITY/COUNTY UTILITY COMMISSION

Bids Will Be Opened At
3:00 pm, November 17, 2022

In CITY HALL ROOM 324
BY CITY/COUNTY PURCHASING

For electronic bid delivery, scan all required bid forms as a single PDF with subject line **"Bid for Caustic"** and email to: bids@cityofws.org

OR

For FedEx / hand-delivery, place bid inside a sealed envelope labelled **"BID for CAUSTIC"** to:

City of Winston-Salem Purchasing Dept.
101 N. Main Street
City Hall Room 324
Winston-Salem, North Carolina 27101

Pursuant to NCGS 143-129, sealed proposals endorsed **"CAUSTIC SODA, FB22287"** will be opened by City/County Purchasing at the place and time noted above. The Utility Commission reserves the right to reject any and all proposals, and to waive any informalities in the bidding procedures. Bids will be opened publicly.

BIDDERS MAY SUBMIT ELECTRONICALLY OR BY HARDCOPY. It is the bidder's responsibility to confirm receipt of their bid proposal.

For additional instructions on submitting bids, contact Darren Redfield at darrenmr@cityofws.org or 336-747-6936 during regular office hours. End of question period is 12:00 PM, November 14, 2022.

Bidding Agent:
Darren Redfield
Buyer - Purchasing
darrenmr@cityofws.org

SPECIFICATIONS PREPARED BY:
Utilities staff

PROPOSAL – PAGE 3

CAUSTIC SODA 50%
per Specifications, pages **XXXX**

Bidder acknowledgment: The undersigned bidder hereby declares that they have carefully examined the specifications contained herein and will provide all labor, materials, equipment, supervision, and insurance applicable to perform the services herein in accordance with the specifications and the requirements under them for the following sum to wit:

Supply semi-annually an estimated **450** Dry Tons of 50% Liquid Sodium Hydroxide per the Specifications and deliver to the two wastewater treatment plants on an as-needed basis. The City will order full 4,000 gallon loads unless unexpected circumstances were to develop.

ITEM 1:

TOTAL for estimated **450 dry tons** semi-annually:

Unit Cost \$ 958 /DT, so the Total Annual Purchase is \$ 431,100 (Unit Cost x 450)

Product must be Delivered FOB to the facility.

Manufactured by: Trinity Mfg. Inc.

Shipping Point: Hawlet, NC

BIDDER NAME: Oltvin Solutions, Inc

ALL BIDS MUST BE F.O.B. DELIVERED TO PLANT LOCATIONS - NO ADDITIONAL PAYMENTS WILL BE MADE FOR FUEL SURCHARGES, SHIPPING CHARGES, PALLETS, DRUMS, ETC.

The apparent low bidder shall provide a certified analysis within 48 hours, if requested by plant staff, for review prior to award by the Utility Commission.

PROPOSAL – PAGE 4

For the purpose of issuing Purchase Orders and paying invoices, please indicate the following for prompt P.O. and payment distribution:

Oltrin Solutions Inc
COMPANY

1154 Hogan Dr (PO Box 1195)
MAILING ADDRESS (or PO BOX)

Hamlet, NC 28345
CITY, STATE, ZIP

Bonnie Lowry
CONTACT PERSON

910-419-6551
TELEPHONE

oltrincs@trinitymfg.com
EMAIL ADDRESS

ALL BIDS MUST BE F.O.B. DELIVERED TO PLANT LOCATIONS - NO ADDITIONAL PAYMENTS WILL BE MADE FOR FUEL SURCHARGES, SHIPPING CHARGES, PALLETS, DRUMS, ETC.

PROPOSAL SIGNATURE PAGE

Submission of a bid proposal shall indicate that the proposer has made themselves fully aware of the requirements for providing the service requested by the City of Winston-Salem. It is certified that this proposal is made in good faith and without collusion with any other person bidding on this contract or with any officer or employee of the City of Winston-Salem. **The Bidder must sign and include the Non-Collusion Affidavit Form with its proposal for the bid to be considered.**

The undersigned certifies that they have read and understood all the provided bidding documents, the project specifications, and agree to the terms and conditions stated herein. **This bid must be signed by a responsible official of the bidding organization.**

<u>11/9/2022</u> Date <u>Larry Oxford</u> Authorized Signature (required*) <u>Larry Oxford / V.P. Sales & Operations</u> Printed or Typed Name and Title <u>l.oxford@trinitymtg.com</u> E-Mail Address	<u>Oltin Solutions LLC (Trinity Manufacturing, Inc.)</u> Company (SEAL) <u>P.O. Box 1519</u> Street Address or P.O. Box <u>Hamlet, NC 28345</u> City, State, Zip <u>910-995-0465</u> Telephone Number
--	---

The following information is requested for statistical purposes only. The provision or omission of this information will neither affect nor influence the award of these contracts. Bidder further certifies that:

We () are a minority-owned business enterprise. If yes, please identify in the appropriate box below:

- () Black
- () Hispanic
- () Asian American including Indian Subcontinent and Pacific Islands
- () Native American Indian including Eskimos and Aleuts
- () socially and economically disadvantaged
- () disabled

We () are a woman-owned business enterprise.

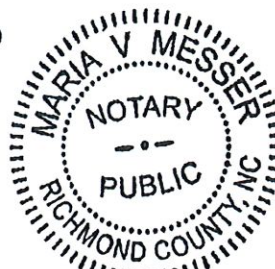
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER***required -- attach to bid***State of North CarolinaCounty of RichmondProject/Service/Product: **CAUSTIC SODA, FB23145**Larry Oxford, being first duly sworn, deposes and says that:
(Printed Name)1. He/she is (circle: owner, partner, officer, representative or agent) of Trinity Manufacturing, Inc., the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bids of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Winston-Salem, Forsyth County, or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this Affiant.

Larry Oxford
SignatureV.P. Sales & Operations Planning
TitleSubscribed and sworn to before me this 9th day of November, 2022.Notary Public: Maria V Messer (SEAL)My Commission Expires: 11-14-2025

ADDENDUM #1

CAUSTIC SODA – FB23145

BIDS WILL BE RECEIVED UNTIL
3:00 PM, November 17, 2022

DELIVERED TO bids@cityofws.org OR MAIL TO:
 CITY OF WINSTON-SALEM
 PURCHASING
 101 NORTH MAIN STREET
 CITY HALL, ROOM 324
 WINSTON-SALEM, NC 27101

November 9, 2022

Please include this page with your bid.

Oltrin Solutions LLC (Trinity Mfg., Inc.)
 Company

Darren Redfield, Buyer

Danny Oxford
 Authorized Signature

11/9/2022

Date

BID CLARIFICATIONS

The following responses are hereby given to bidder questions:

1. *Question:* It seems the contract dates should be 2023 on page 8. *RESPONSE:* Correct. All changes are highlighted in [REDACTED] on attached revised Proposal form page 8.
2. *Question:* Is the price evaluation at each three month mark valid for the initial six month contract period, or only on the renewals? *RESPONSE:* this has been removed from the bid.
3. *Question:* Is membrane grade required for 25% caustic soda? *RESPONSE:* Diaphragm grade is acceptable. Membrane grade is only required for 50% caustic soda.

PROPOSAL FORM

(Rev. Add. 11)

CAUSTIC SODA 25% and 50%**BIDDERS:**

The Utility Commission wishes to enter into annual contracts for its water and wastewater chemicals. The Commission reserves the right to cancel or not extend the contract at any time and/or at renewal junctures, whether due to discontinuing use of the chemical, budget constraints, or without cause.

NOTE: All quantities shown are estimated. The Utility Commission reserves the right to purchase more or less than these amounts at the firm contract cost during each contract term. All purchases made under the contract in subsequent fiscal years are subject to appropriations by the City Council of the City of Winston-Salem to cover such purchases.

The Initial Contract Period is January 1, 2023 through June 30, 2023. All unit prices shall be firm for this initial contract period.

Renewable term contract. The Utility Commission reserves the right to extend this contract for up to two (2) additional 6-month periods* (ending June 30, 2023). Any contract extension is subject to the continuation of usage and availability of funds. A properly executed purchase order shall be evidence of an extension agreed to by the parties and that said purchase order shall become a self-executing amendment to the contract.

Price adjustments. The vendor may request a price increase at the beginning of each renewal term by an amount not-to-exceed the latest Producer Price Index (PPI) as noted below - the difference from the most recently available month to the previous six-month period - as reported on the U.S. Department of Labor Bureau of Labor Statistics website <https://www.bls.gov/ppi/detailed-report/home.htm#2021> at the time the extension is pursued (approximately 60 days ahead of renewal date). The Commission expects its vendors to give it the benefit of any a price reduction, which will likewise be based on the same PPI calculation and agreed to by both parties. The Purchasing Department will verify price adjustment requests using PPI Table 9, commodity code 325180-4 "sodium hydroxide".

The calculation formula is the simple percentage method: (PPI Value at Renewal divided by PPI Value of 6 months prior) multiplied by Original Unit Price = New Adjusted 6-mo. Price. Example: (PPI-Nov 2021 / PPI -Nov 2020) X Orig. Unit Price = ... (277.948 / 260.229) X \$500 = \$534.05, a 6.81% increase. The PPI index calculation will be based on 3 decimal places, but the price will be rounded up or down to 2 decimal places, unless the unit price is under \$1.00 where it will be rounded to 3 decimal places.

Deleted

LEO

DETAILED SPECIFICATIONS

CAUSTIC SODA 25%

PURPOSE:

1. The City of Winston-Salem/Forsyth Utility Commission desires to enter into a contract for the supply of **25% Sodium Hydroxide (caustic soda)** solution for use at the Commission's two wastewater treatment plants. The City reserves the right to extend this contract.
2. Award: The Commission intends to award the contract to the responsible bidder submitting the lowest contract price; however, it reserves the right to consider any bid or contract exceptions, as well as past performance, in making a final award decision.

CERTIFICATIONS REQUIRED:

1. The material furnished under this contract shall conform to the latest revision of the American Water Works Association Standard for Caustic Soda, 8501 and must be certified as meeting ANSI/NSF Standard 60. **The product must be produced domestically in the USA. Membrane**
Daphnium grade is acceptable.
2. Each bid shall show the unit price per dry ton of caustic soda provided (as a 25% solution) and the total contract price. The contract price will be equal to the unit price per ton multiplied by the estimated dry tons to be purchased during the contract period.
3. The unit price by the supplier shall include all delivery and shipping charges.
4. Any exception(s) to any of the specifications detailed herein must be fully explained in a letter accompanying the bid, and is subject to acceptance by the Commission.

PHYSICAL AND CHEMICAL CHARACTERISTICS:

1. The material provided under this contract shall contain 25% sodium hydroxide (NaOH) by weight and shall have a specific gravity of 1.278 at 60°F.
2. The material provided under this contract shall contain no compound or contaminant that will inhibit or interfere with the wastewater treatment process or that will pass through the treatment plant in such a form so as to harm the receiving stream.
3. A statement of the equivalent dry weight of sodium hydroxide of each shipment shall be submitted, from which the cost of the shipment will be calculated. Dry tons of sodium hydroxide shall be calculated using the following formula:

$$\text{Caustic Soda, dry tons} = \frac{\text{Total weight of material delivered, lbs} \times \% \text{ Caustic Soda}}{200,000}$$

4. The Commission reserves the right to award the contract on the basis of price and/or suitability of the material based on the analysis of the material.

PACKAGING AND DELIVERY:

1. The material shall be delivered to the Archie Elledge and the Muddy Creek Wastewater Treatment Plants in ~4,000 gallon tanker loads. The address for each of the facilities are as follows:

LEO



TRICINC-02

NCASKEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Alliant Insurance Services, Inc.
9 E River Park Place East Ste 310
Fresno, CA 93720

CONTACT Nicole Caskey

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL

ADDRESS: Nicole.Caskey@alliant.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Ascot Specialty Insurance Company

45055

INSURER B: Nationwide Agribusiness Insurance Company

28223

INSURER C: Texas Insurance Company

16543

INSURER D:

INSURER E:

INSURER F:

INSURED
Trinity Manufacturing Inc.
P O Box 1519
Hamlet, NC 28345

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	ENPL1910000001-04	8/1/2022	8/1/2023	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 POLLUTION \$ 3,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	CPP118578A	8/1/2022	8/1/2023	\$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			BUQSTRCA013200_050037_01	8/1/2022	8/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WCC145762A	8/1/2022	8/1/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Winston Salem is included as additional insured when required by written contract per policy forms attached. Waiver of Subrogation attached. Excess Policy follows form.

Endorsement(s) Attached:
General Liability Additional Insured
General Liability Waiver of Subrogation
Auto Additional Insured
Auto Waiver of Subrogation
Workers' Comp Waiver of Subrogation

CERTIFICATE HOLDER

CANCELLATION

City of Winston Salem
Purchasing
PO Box 2511
Winston-Salem, NC 27102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

USMCA – United States-Mexico-Canada Agreement

CERTIFICATE OF ORIGIN

19 CFR 182

1. Blanket Period (up to one year)		2. Single Shipment ☐ Yes ☒ No		
From (mm/dd/yyyy)	To (mm/dd/yyyy)	Invoice No. of Single Shipment, if known:		
01/01/2023	12/31/2023			
3. Certifier's Name and Address (include country): Taylor Fahmy 11 EV Hogan Drive PO Box 1519 Hamlet, NC 28345 USA ☐ Exporter ☐ Importer ☒ Producer		4. Producer's Name and Address (include country): Oltrin Solutions, LLC 11 EV Hogan Drive PO Box 1195 Hamlet, NC 28345 Tax ID: 94-3092516		
Telephone Number:	910-410-2740	Telephone Number:	910-410-1180	
E-mail Address:	tfahmy@trinitymfg.com	E-mail Address:	oltrincs@trinitymfg.com	
Job Title:	BHS Technician	Note: Address of producer shall be the place of production of the good.		
5. Exporter's Name and Address (include country): Unknown Note: Not required if Producer doesn't know identity of exporter		6. Importer's Name and Address: Unknown		
Telephone Number:		Telephone Number:		
E-mail Address:		E-mail Address:		
7. Description of the Good(s)	8. HS Tariff Classification Number	9. Origin Criterion [see Instructions]	10. Method of Qualification	11. Country of Origin
Sodium Hydroxide (30-52% by weight) ECCN: NLR - No License Required EAR99 US HTS - 2815.12.0000 Canada HTS - 2815.12.0000 Mexico HTS - 2815.12.01	2815.12	B	TS	US

I certify that the goods described in this document qualify as originating and the information contained in this document is true and accurate. I assume responsibility for proving such representations and agree to maintain and present upon request or to make available during a verification visit, documentation necessary to support this certification.

12a. Authorized Signature of Certifier: 	12b. Date: 11-04-2022
---	-----------------------

Oltrin Solutions

50% Liquid Caustic Soda - Sales Specification

Commercial Grade

3/4/2015

<u>ITEMS</u>	<u>SPECIFICATION</u>
Sodium Hydroxide (NaOH)	49.00 – 51.00 wt %
Sodium Carbonate (Na ₂ CO ₃)	0.20 wt % max
Sodium Oxide (Na ₂ O)	38.0 – 39.6 wt %
Sodium Chloride (NaCl)	1.10 wt % max (11000 ppm max)
Sodium Chlorate (NaClO ₃)	0.30 wt % max (3000 ppm max)
Sodium Sulfate (Na ₂ SO ₄)	0.02 wt % max (200 ppm max)
Iron (Fe)	8.0 ppm max

Certified by the National Sanitation Foundation (NSF) for the NSF/ANSI-60 Standard at a maximum use level in drinking water of 100 mg/L.



This material meets the monograph test requirements of the Food Chemicals Codex most current edition. Use of caustic in a food or food related application must be carefully evaluated against appropriate regulations by the user. It cannot be assumed that products meeting the test requirements of FCC are suitable for all uses without such an evaluation.

Oltrin Solutions

Sodium Hydroxide 50% - Sales Specification

Membrane Water Treatment Grade

8-1-2017

<u>ITEMS</u>	<u>SPECIFICATION</u>
Sodium Hydroxide (NaOH)	49.50 – 51.00 wt%
Sodium Carbonate (Na ₂ CO ₃)	0.10 wt% max
Sodium Oxide (Na ₂ O)	38.36 – 39.57 wt%
Sodium Chloride (NaCl)	200 ppm max
Sodium Chlorate (NaClO ₃)	85 ppm max
Sodium Sulfate (Na ₂ SO ₄)	25 ppm max
Iron (Fe)	3.0 ppm max
Copper (Cu)	0.30 ppm max
Nickel (Ni)	1.0 ppm max
Lead (Pb)	1.0 ppm max
Mercury (Hg)	0.05 ppm max

Certified by the National Sanitation Foundation (NSF) for the NSF/ANSI-60 Standard at a maximum use level in drinking water of 100 mg/L.



This material meets the monograph test requirements of the Food Chemicals Codex most current edition. Use of caustic in a food or food related application must be carefully evaluated against appropriate regulations by the user. It cannot be assumed that products meeting the test requirements of FCC are suitable for all uses without such an evaluation.



Certificate of Registration

This certifies that the Quality Management System of

Trinity Manufacturing, Inc including Oltrin

11 EV Hogan Dr
Hamlet, North Carolina, 28345, United States

has been assessed by NSF-ISR and found to be in conformance to the following standard(s):

ISO 9001:2015

Scope of Registration:

The development, sales, production, inspection, and shipping of Trinity's chemicals produced and shipped worldwide, in compliance with regulatory requirements. There are no exclusions from the ISO 9001:2015 requirements. The quality management system also applies to the Oltrin company, wholly operated by Trinity.

Certificate Number: C0389680-ISR2
Certificate Issue Date: 21-OCT-2021
Registration Date: 17-DEC-2021
Expiration Date *: 16-DEC-2024

Jennifer Morecraft,
Senior Managing Director



NSF International Strategic Registrations

789 North Dixboro Road, Ann Arbor, Michigan 48105 | (888) NSF-9000 | www.nsf-isr.org

Authorized Registration and/or Accreditation Marks. This certificate is property of NSF-ISR and must be returned upon request.
*Company is audited for conformance at regular intervals. To verify registrations call (888) NSF-9000 or visit our web site at www.nsf-isr.org

BID TABULATION

SODIUM HYDROXIDE (CAUSTIC SODA 25%), FB23145

BIDS OPENED: 3:00 PM, NOV. 17, 2022

CHEMICAL	VENDOR	EST. QTY (6 Mos)	UOM	UNIT COST	ESTIMATED TOTAL COST	Time/Date stamp
Caustic Soda 25% - (Elledge, Muddy Creek) 45 DT						
incumbent	Univar Solutions USA, Inc.			\$1,327.00	\$59,715.00	11/16/2022 17:21
	Brenntag Mid-South			\$1,350.00	\$60,750.00	11/15/2022 13:14
	JCI Jones			\$1,374.00	\$61,830.00	11/14/2022 10:45
	Oltrin Solutions/Trinity			no bid		11/17/2022 7:11
	Pencco			no bid		11/10/2022 10:15

SODIUM HYDROXIDE (CAUSTIC SODA 50%), FB23145

BIDS OPENED: 3:00 PM, NOV. 17, 2022

CHEMICAL	VENDOR	EST. QTY (6 Mos)	UOM	UNIT COST	ESTIMATED TOTAL COST	Time/Date stamp
Caustic Soda 50% - (Neilson, Swann, Thomas) 450 DT						
incumbent	Oltrin Solutions/Trinity			\$958.00	\$431,100.00	11/17/2022 7:11
	Brenntag Mid-South			\$1,133.00	\$509,850.00	11/14/2022 10:45
	Univar Solutions USA, Inc.			\$1,136.00	\$511,200.00	11/16/2022 17:21
	JCI Jones			no bid		11/10/2022 10:15
	Pencco			no bid		11/10/2022 10:15

Winston-Salem/Forsyth County Utility Commission Action Request Form

Date: December 12, 2022

To: Chair and Members of the Utility Commission

From: Courtney Driver, Utilities Director

Commission Action Requested:

Consideration of a Resolution Awarding a Term Contract for 50% Caustic Soda at the Water Treatment Plants.

Strategic Plan Goal Area: Product Quality

Strategy: Focus on Quality Assurance

Key Work Item: No

Summary of Information:

Due to continued volatility in chemical market conditions, price escalations in raw materials used to produce bulk chemicals and increasing transportation costs, the current supplier of 50% caustic soda used at Winston-Salem/Forsyth County Utilities water treatment plants requested a price increase above what is allowed under our current contract. Therefore, City/County Purchasing requested bids for 50% caustic soda. As with all chemicals re-bid, six-month renewable terms were specified.

Bids were received November 17, 2022, for 50% caustic soda to be delivered as needed for water treatment. Below is a summary of the responsive bids received:

<u>Company</u>	<u>City/State</u>	<u>Total Bid</u>	<u>Change</u>
Oltrin Solutions, Inc.	Hamlet, NC	\$431,100	+28.1%
Brenntag Mid-South, Inc.	Greensboro, NC	509,850	
Univar Solutions USA, Inc.	Morrisville, PA	511,200	
JCI Jones Chemicals, Inc.	Charlotte, NC	no bid	
Pencco, Inc.	San Felipe, TX	no bid	

Staff recommends awarding a term contract to Oltrin Solutions, Inc. for an estimated 450 dry tons of 50% caustic soda semi-annually, renewable with allowable increases/decreases not to exceed the Producer Price Index, as published on the U.S. Bureau of Labor Statistics website at the time extensions are pursued, in the estimated amount of \$431,100. If the term contract is extended, the estimated expenditure over one-and-a-half years would be approximately \$1,293,300.

Submitted By: Shantell McClam
Name

Purchasing
Department/Division

**RESOLUTION AWARDING A TERM CONTRACT FOR 50% CAUSTIC SODA AT
THE WATER TREATMENT PLANTS**

WHEREAS, due to continued volatility in market conditions for bulk chemicals, the current supplier for 50% caustic soda requested a price increase not supported under the Winston-Salem/Forsyth County Utility Commission's current contract, thus requiring staff to rebid this contract; and

WHEREAS, after due advertisement, bids were received and opened by City/County Purchasing at 3:00 p.m. on Thursday, November 17, 2022, for 50% caustic soda to be delivered as needed at the water treatment plants; and

WHEREAS, staff recommends award of a term contract to the lowest responsive bidder, Oltrin Solutions, Inc., renewable semi-annually, with allowable increases/decreases not to exceed the Producer Price Index, as published on the U.S. Bureau of Labor Statistics website at the time extensions are pursued, providing both parties agree.

NOW, THEREFORE, BE IT RESOLVED by the Winston-Salem/Forsyth County Utility Commission (Commission), an agency of the City of Winston-Salem, that a term contract for delivery of 50% caustic soda be executed with Oltrin Solutions, Inc. in the estimated semi-annual amount of \$431,100, with the option to extend for up to two additional semi-annual terms, making the potential value of the award approximately \$1,293,300.

BE IT FURTHER RESOLVED that the award of this contract constitutes a preliminary determination as to the bidder's qualifications. The Commission is not legally bound to perform the contract until the purchase order is duly executed by the appropriate City staff.

BE IT FURTHER RESOLVED that funds have been appropriated in FY 2022-23 to cover the cost of these purchases through June 30, 2023, with purchases thereafter subject to future budget appropriations.



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: **Public Services**

COUNCIL AGENDA DATE: **February 6, 2023**

BID NO.: **FB22287** CONTRACT NO.: DATE OPENED: **November 17, 2022**

DESCRIPTION:

This is a contract for the purchase of Caustic Soda (Sodium Hydroxide - 50%) for Ward WTP, Eastside WWTP and Westside WWTP.

PURPOSE:

At the Ward Plant, it will be used for pH adjustment and alkalinity addition. At Eastside, it will be used for odor control and at Westside it will be used for odor control and alkalinity addition.

COMMENTS:

This recommendation is to piggyback on the Caustic contract that was recently bid by the Winston-Salem / Forsyth County Utility Commission.

RECOMMEND AWARD TO: **Oltrin Solutions LLC** AMOUNT: **\$340,090**

JUSTIFICATION:

The Public Services Department is requesting approval from Council for authorization to piggyback off the Winston-Salem / Forsyth County Utility Commission's bid submitted by Oltrin Solutions LLC for Sodium Hydroxide opened on November 17, 2022 and awarded December 12, 2022. The Winston-Salem / Forsyth County Utility Commission received three bids and Oltrin Solutions LLC was the lowest bidder at \$958.00/dry ton.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
621758	526103			210,760.00
621753	526103			57,480.00
621752	526103			71,850.00
TOTAL BUDGETED AMOUNT				\$340,090.00

DEPARTMENT HEAD: **Robby Stone** Digitally signed by Robby Stone Date: 2023.01.26 10:18:33 -05'00' DATE: **1-26-2023**

The Purchasing Division concurs with recommendation submitted by the **Public Services** and recommends award to the lowest responsible, responsive bidder **Oltrin Soilution LLC** in the amount of \$ **340,090.00**.

PURCHASING MANAGER: **Bobby Fitzjohn** Digitally signed by Bobby Fitzjohn Date: 2023.01.31 14:04:44 -05'00' DATE: **01/31/2023**

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: **Bobby Fitzjohn** Digitally signed by Bobby Fitzjohn Date: 2023.01.31 14:04:44 -05'00' DATE: **01/31/2023**

CITY MANAGER: DATE:



City of High Point

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

Master

File Number: 2023-042

File ID: 2023-042

Type: Contract

Status: Committee
Recommended
Approval

Version: 2

Reference:

In Control: Finance Committee

File Created: 01/26/2023

File Name:

Final Action:

Title: Contract - Change Order No. 2 - Baker Underground Inc. - Waterview Pump Station Forcemain Extension

City Council is requested to approve Change Order No. 2 to Baker Underground Inc. in the amount of \$455,546.74, and a 70-day extension to the contract end date for the extension of the 16-inch forcemain from Eastchester Drive to Whites Mill Road, approximately 730 linear feet.

Notes:

Sponsors:

Enactment Date:

Attachments: 8. Contract – Change Order No. 2 – Baker Underground Inc. – Waterview Pump Station Forcemain Extension

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: robby.stone@highpointnc.gov

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Finance Committee	02/02/2023	Committee Recommended Approval				Pass

Notes: Robby Stone, Public Services Director, provided the staff report for this item. He stated this change order is to Baker Underground Inc. for extension of the 16-inch forcemain from Eastchester Drive to Whites Mills Road. During construction the contractor discovered severely deteriorating ductile iron pipe at the intersection of Eastchester Drive. He explained this change order will extend the 16-inch PVC pipe from Eastchester Drive to Whites Mill road by horizontal drilling. He stated Change Order No.#1 was in the amount of \$26,601.68 for additional work required for Duke Power conflicts and

additional materials needed for restrained joints within encasements.

He said staff is request Council approve Change Order No. 2 is in the amount of \$455,546.74 to Baker Underground Inc and a 70-day extension to the contract end date. He noted the total of the contract amount will be increased to \$3,249,453.42.

Text of Legislative File 2023-042

CITY OF HIGH POINT

AGENDA ITEM



Title: Waterview Pump Station Forcemain Extension, Change Order No. 2

From: Robby Stone – Public Services Director

Derrick Boone – Public Services Asst. Director **Meeting Date:** February 6, 2023

Allan Hicks – Projects Engineer

Public Hearing: N/A

Advertising Date:

Advertised By:

Attachments: Attachment A – Change Order No. 2

Attachment B – Original and Extended Project Limits

PURPOSE:

To approve Change Order No. 2 to Baker Underground Inc for extension of the 16-inch forcemain from Eastchester Drive to Whites Mill Road, approximately 730 linear feet. This change order includes related labor, materials, time extension, equipment, and overhead outside of the scope of the original contract for the Waterview Pump Station Forcemain Extension Project which is currently under construction.

BACKGROUND:

City Council approved the contract for the Waterview Pump Station Forcemain Extension Project on May 2, 2022 to Baker Underground Inc for the amount of \$ 2,767,305. During construction, the contractor discovered severely deteriorating ductile iron pipe at the intersection of Eastchester Drive. City staff have investigated the ductile iron pipe and assessed the corrosion limits. This change order will extend the 16-inch PVC pipe from Eastchester Drive to Whites Mill Road by horizontal drilling. The 16-inch PVC pipe will replace the deteriorated 16-inch ductile iron pipe and will connect to the new 16-inch ductile iron pipe that was recently installed when the NCDOT Skeet Club Road improvement project was constructed.

City staff processed change order #1 in the amount of \$26,601.68 in December 2022 for additional work required for Duke Power conflicts and additional materials needed for restrained joints within encasements.

BUDGET IMPACT:

Funds for this project are available in the FY 2022-2023 budget

RECOMMENDATION / ACTION REQUESTED:

Public Services is recommending that Council approve Change Order No. 2 to Baker Underground Inc. in the amount of \$455,546.74, and a 70-day extension to the contract end date. Upon approval of Change Order No. 2, the new total contract amount will be increased to \$3,249,453.42 and the adjusted contract completion date will be June 6, 2023.

CHANGE ORDER NO.: 2

Owner: **City of High Point**
 Engineer: **Davis-Martin-Powell**
 Contractor: **Baker Underground, Inc.**
 Project: **Waterview PS Forcemain Extension**
 Contract Name:
 Date Issued: **January 17, 2023**

Owner's Project No.: ---
 Engineer's Project No.: **200077**
 Contractor's Project No.: ---

Effective Date of Change Order: **Date signed by Owner**

The Contract is modified as follows upon execution of this Change Order:

Description: **Additional costs associated with: 1) Replacing a section of existing ductile iron sewer force main, which is in poor condition, under Eastchester Drive and along Skeet Club Road to just west of Whites Mill Road with a new PVC sewer force main to be installed by Horizontal Directional Drill (HDD) method; 2) Abandonment of the existing ductile iron force main by pumping out the sewage from the pipe, plugging the ends of the pipe, and filling the pipe with grout/flowable fill. See revised DMP Plan Sheets 2, 2A, 2B, and 2C for details associated with these changes.**

Attachments: **1) Cost breakdown from Contractor**

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>2,767,305.00</u>	Original Contract Times: Substantial Completion: Ready for final payment: <u>210 Calendar Days</u>
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 2: \$ <u>26,601.68</u>	[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 2: Substantial Completion: Ready for final payment: <u>- 0 -</u>
Contract Price prior to this Change Order: \$ <u>2,793,906.68</u>	Contract Times prior to this Change Order: Substantial Completion: Ready for final payment: <u>210 Calendar Days</u>
[Increase] [Decrease] this Change Order: \$ <u>455,546.74</u>	[Increase] [Decrease] this Change Order: Substantial Completion: Ready for final payment: <u>70 Calendar Days</u>
Contract Price incorporating this Change Order: \$ <u>3,249,453.42</u>	Contract Times with all approved Change Orders: Substantial Completion: Ready for final payment: <u>280 Calendar Days</u>

Recommended: **Davis-Martin-Powell**
 By: Andrew P. Larrick
 Title: Andrew P. Larrick, PE – Project Manager
 Date: 1/23/2023
 Authorized: **City of High Point**
 By: _____
 Title: Robby D. Stone – Public Services Director
 Date: _____

Accepted: **Baker Underground, Inc.**
David R. Baker
 David R. Baker - President
1/23/23
 Approved by Funding Agency (if applicable)

Baker Underground

422 West Mountain Street Suite A
Kernersville, NC 27284
336-515-4017

PCO 1B

11/3/2022
rev. 12/22/2022
rev. 1/9/2023

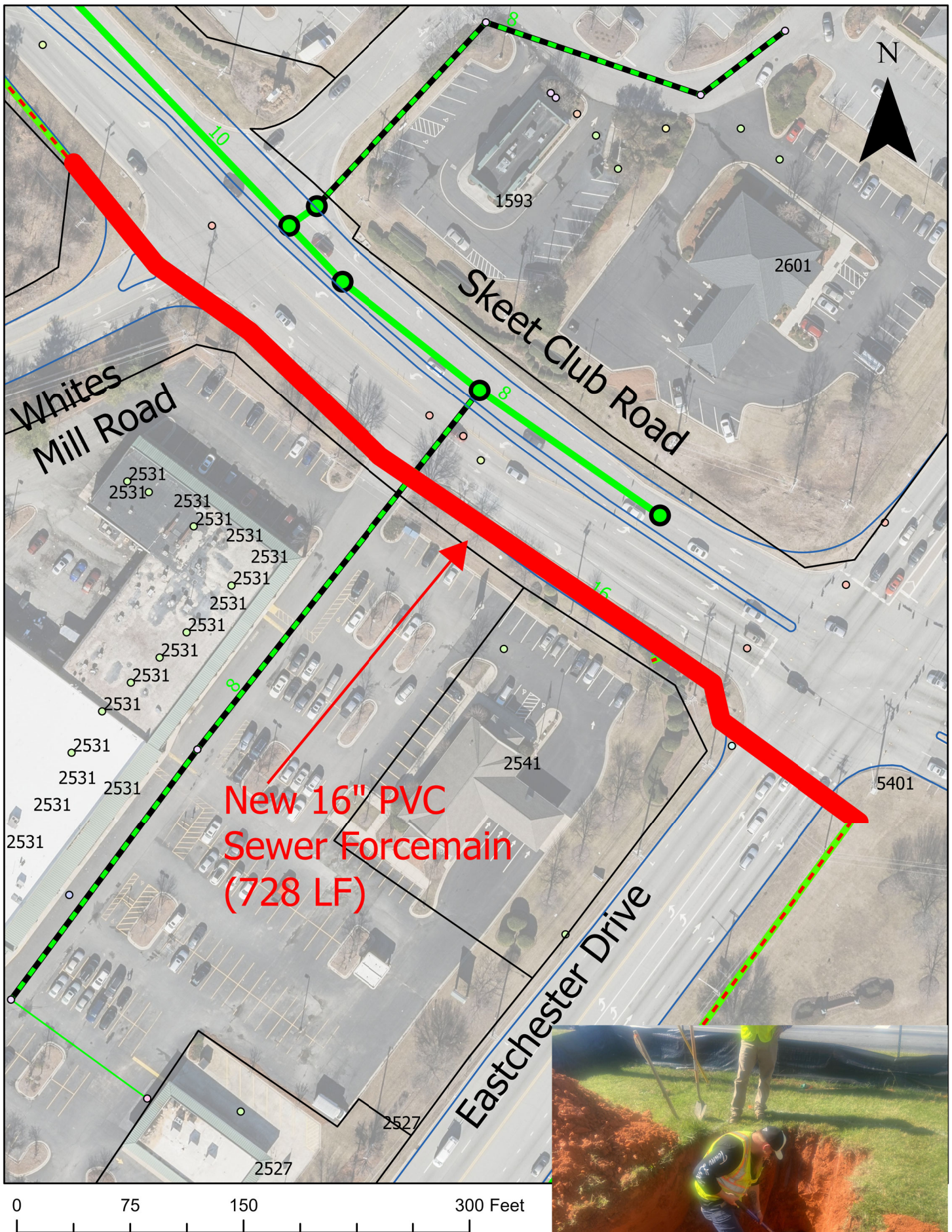
To:	Project:
Davis Martin Powell	City of High Point
Att: Ben Palmer	Waterview Forcemain Extension
6415 Old Plank Road	Office 336.886.4821x284
High Point, NC 27265	Mobile 336.247.1203

Description	Qty	U/M	Unit Price	Total
Directional Bore Under Eastchester with Stubout for Bypass Station				
Mobilization	1	LS	\$ 11,500.00	\$ 11,500.00
16" FPVC, installed by HDD in Soil	730	LF	\$ 465.00	\$ 339,450.00
16" FPVC, installed by HDD in Rock***	730	LF	\$ 975.00	
Traffic Control/ Road Plates (2 months plus maintenance, cold patch)	1	LS	\$ 45,000.00	\$ 45,000.00
Tracer wire	1460	LF	\$ 3.00	\$ 4,380.00
Tracer wire access box	1	EA	\$ 1,000.00	\$ 1,000.00
Cut and connect to existing pipe	1	LS	\$ 2,400.00	\$ 2,400.00
16" Sleeves 3	705	LBS	\$ 15.00	\$ 10,575.00
Pipe abandonment (plug line, pump sewage out, fill with flowable fill)	1	LS	\$ 22,665.00	\$ 22,665.00
Pre/Post Photography	1	LS	\$ 2,400.00	\$ 2,400.00
16"x16" Tapping sleeve & valve	-1	EA	\$ 36,000.00	\$ (36,000.00)
16x16" MJ Tee 1	650	LBS	\$ 15.00	\$ 9,750.00
16" 45 MJ Bend 2	340	LBS	\$ 15.00	\$ 5,100.00
16" MJ Plug 1	145	LBS	\$ 15.00	\$ 2,175.00
16" Plug Valve & CI Box	1	EA	\$ 20,000.00	\$ 20,000.00
16" x 16" Tee	650	LBS	\$ 15.00	\$ 9,750.00
P & P Bond	1.20%	%		\$ 5,401.74
Taxes are included in this proposal				
TOTAL Proposal				\$ 455,546.74

Revision of this PCO is based on Final Drawings Released for Construcion from DMP, December 2022

Installation of this additional work will require an additional 70 calendar days to complete the contracted project.

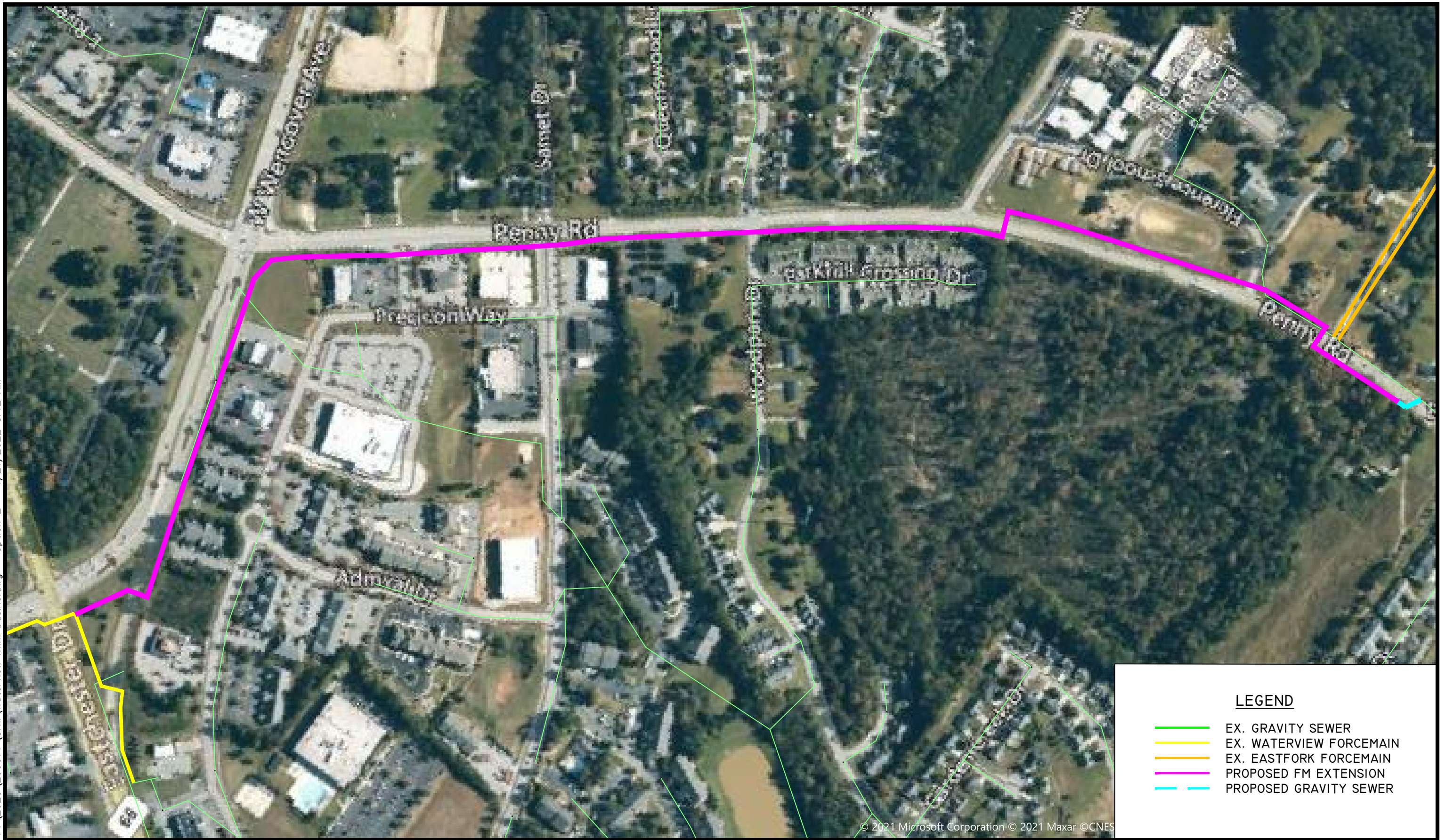
Questions about this proposal should be directed to:
David Baker, 336-399-4086, davidb@bakerug.com



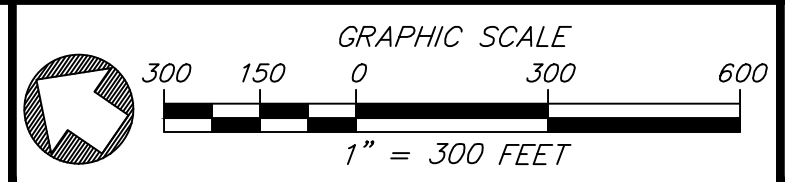
Waterview Pump Station Forcemain
Extension, Change Order 2



DRAWING NAME: P:\2020\200077\Civil\Waterview mini basins.dwg - Option 2 - 4/21/2022 8:12 AM



DAVIS • MARTIN • POWELL
ENGINEERS & SURVEYORS
6415 OLD PLANK RD, HIGH POINT, NC 27265
(336) 886-4821 | WWW.DMP-INC.COM | LICENSE: F-0245



RELOCATE DISCHARGE TO PENNY ROAD

CITY OF HIGH POINT
WATerview PUMP STATION
FORCEMAIN EXTENSION



City of High Point

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

Master

File Number: 2023-048

File ID: 2023-048

Type: Miscellaneous Item

Status: Committee
Recommended
Approval

Version: 1

Reference:

In Control: Finance Committee

File Created: 01/27/2023

File Name:

Final Action:

Title: Sole Source Contract - Clearwater Inc. - Eastside Wastewater Treatment Plant (WWTP) DAF #3 Recirculating Pump

City Council is requested to award a sole source contract to Clearwater Inc. in the amount of \$39,900 for the purchase of a recirculating pump for Dissolved Air Flotation (DAF) thickener #3 for the Eastside Wastewater Treatment Plant (WWTP).

Notes:

Sponsors:

Enactment Date:

Attachments: 9. Sole Source Contract – Clearwater Inc. – Eastside Wastewater Treatment Plant (WWTP) DAF #3 Recirculating Pump, Sole Source Form- DAF #3

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: robby.stone@highpointnc.gov

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	02/02/2023	Committee Recommended Approval				Pass
Notes: <i>Robbie Stone, Public Services Director, provided the staff report for this item. He stated this is a request to award a sole source contract to Clearwater Inc. in the amount of \$39,000 for the purchase of a re-circulating pump for Dissolved Air Flotation thickener #3 for the Eastside Wastewater Treatment Plant. He noted originally it was decided to rebuild it but after pricing parts and materials it was discovered it was cheaper to purchase.</i>							

Text of Legislative File 2023-048

CITY OF HIGH POINT

AGENDA ITEM



Title: Eastside WWTP- DAF #3- Recirculating Pump
Clearwater Inc.

From: Robby Stone – Public Services Director
Derrick Boone – Asst. Director Public Services

Meeting Date: February 6, 2023

Public Hearing: No

Advertising Date: N/A

Advertised By: N/A

Attachments: Attachment A- Quote
Attachment B- Sole Source Letter

PURPOSE:

For the sole source purchase of a recirculating pump for Dissolved Air Flotation (DAF) thickener #3 for the Eastside Wastewater Treatment Plant (WWTP).

BACKGROUND:

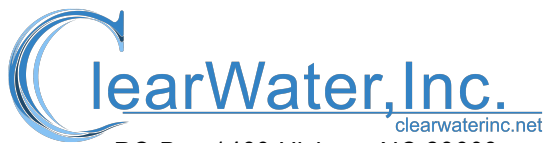
There are 3 DAF thickeners at the Eastside WWTP. The DAF thickeners receive pumped waste activated sludge and scum from the final clarifiers, thickens the sludge, and then the sludge is pumped to the sludge blending tanks. The recirculating pump for DAF #3 is 20-years old and has failed. It is more costly to rebuild the pump than to purchase a new pump. Clearwater, Inc. is the exclusive distributor for Fairbanks Morse Municipal Pump products including pumps, parts, and repair services for the area of North and South Carolina.

BUDGET IMPACT:

Funds for this project are available in the FY 2022-2023 budget.

RECOMMENDATION / ACTION REQUESTED:

Public Services is recommending that Clearwater Inc. be approved as a sole source vendor for the purchase of a replacement recirculating pump for \$39,900.



PO Box 1469 Hickory, NC 28603
 Phone: (828) 855-3182 Fax: (828) 855-3183
 www.clearwaterinc.net

Quote

Date	Estimate #
1/27/2023	20230393

Name / Address
City of High Point Attn: Accounts Payable PO Box 230 High Point, NC 27261

Ship To
City of High Point Eastside WWTP 5898 Riverdale Road Jamestown, NC 2728

Requestor	Phone	Email	Prepared By	Terms	Lead Time
Peter LaVigne	(336)882-4741	peter.lavigne@highpointnc.gov	Gwyn Wilson	Net 30	10 to 12 weeks
Item	Description		Qty	Price Each	Total
20224106-A	FM 4" Model C5425 Horizontal Dry-Pit Solids Handling Pump with 60HP 3/60/460VAC 1800RPM motor, SS Wear Rings, Chesterton 442 Mechanical seals, standard paint, belzona coating on wetted surfaces.		1	39,900.00	39,900.00T
	High Point Eastside WWTP TRP Pump #1 with SN 218322-2				
	NC 7% Sales Tax			7.00%	2,793.00

The above quoted prices do not include freight.

Total \$42,693.00

REMIT TO:	Hickory Office: PO Box 1469 Hickory, NC 28603 (828) 855-3182	Richmond Office: 502 Research Road N. Chesterfield, VA 23236 (804) 378-3550	Chesapeake Office: 1224 Executive Blvd Suite 108 Chesapeake, VA 23320 (757)512-6428	Quote Valid for 30 days. A 3% fee will be added for credit card fees. Freight is prepaid and added unless quoted.
------------------	--	---	---	---



Requisition #

CITY OF HIGH POINT
SOLE SOURCE JUSTIFICATION
FORM (For Items Costing \$500.00 or More)
Statutory Reference N.C.G.S. 143-129(e)6

Vendor:

Item(s):

Justification:

Clearwater, Inc. is the exclusive distributor for Fairbanks Morse Municipal Pump products including pumps, parts and repair services for the area of North and South Carolina.

Estimated expenditure for the above item(s):

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

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

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

Department Head/Authorized Personnel

Department/Division

Date

Approval Process

Under \$5,000 (Purchasing Manager)

\$5,000-\$30,000 (Financial Services Director)

\$30,000 – Up (City Council)



Requisition #

CITY OF HIGH POINT
SOLE SOURCE JUSTIFICATION
FORM (For Items Costing \$500.00 or More)
Statutory Reference N.C.G.S. 143-129(e)6

Vendor:

Item(s):

Justification:

Clearwater, Inc. is the exclusive distributor for Fairbanks Morse Municipal Pump products including pumps, parts and repair services for the area of North and South Carolina.

Estimated expenditure for the above item(s):

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

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

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

Department Head/Authorized Personnel Digitally signed by Bobby Fitzjohn
Date: 2023.01.31 14:04:28 -05'00' Department/Division

Date

Approval Process

Under \$5,000 (Purchasing Manager)
\$5,000-\$30,000 (Financial Services Director)
\$30,000 – Up (City Council)

Digitally signed by Bobby Fitzjohn
Date: 2023.01.31 14:04:28 -05'00'

Digitally signed by Bobby Fitzjohn
Date: 2023.01.31 14:04:28 -05'00'



City of High Point

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

Master

File Number: 2023-045

File ID: 2023-045

Type: Miscellaneous Item

Status: Committee
Recommended
Approval

Version: 1

Reference:

In Control: Finance Committee

File Created: 01/26/2023

File Name:

Final Action:

Title: Contract - Environmental Services - Rubicon, Route Optimization & Software Solution

City Council is requested to award a contact to Rubicon in the amount of \$90,937.50 for Environmental Services waste and recycling collection processes to provide the following: oversee collection progress for each truck, driver uploaded issues with collections, driver uploaded photos, location collection verification, vehicle tracking/alerts for drivers, improve routing and efficiency.

Notes:

Sponsors:

Enactment Date:

Attachments: 10. Contract - Environmental Services – Rubicon,
Route Optimization & Software Solution

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: robby.stone@highpointnc.gov

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	02/02/2023	Committee Recommended Approval				Pass

Notes: Robby Stone, Public Services Director, provided the staff report for this item. He stated this is a request to purchase Rubicon software for Environmental Services waste and recycling collection processes. The software will assist in the following:

1. Oversee collections progress for each truck
2. Driver uploaded issues with collections

3. Driver uploaded photos of issues
4. Location collection verification
5. Vehicle tracking/alerts for drivers
6. Improve Routing and Efficiency

He stated staff is recommending approval to purchase the Rubicon software for \$90,937.50 noting the contract cost for years two and three will be \$67,500 each with a total three-year cost totaling \$225,937.50.

Chairman Moore requested an update of efficiency regarding this software.

Committee Member Jones stated the Committee Member Holmes was not available to attend today's meeting but has submitted a question regarding the software's ability to track carbon footprint and will it suggest the best routes for the trucks.

Mr. Stone stated he will inquire about the request of the carbon footprint and provide Mr. Holmes with any information received. He noted the software does have the ability to suggest the best routes.

In response to Committee Jones, Mr. Stone stated tracking actual collection pick-up and providing times could be a potential issue but noted it could be a possibility and would discuss internally.

In response to Chairman Moore, Mr. Stone stated that rain has been the biggest problem regarding leaf collection and noted staff have been working diligently even on Saturday to try to keep up with demand.

Committee Member Jones commended staff regarding their hard work.

Text of Legislative File 2023-045

CITY OF HIGH POINT

AGENDA ITEM



Title: Environmental Services – Rubicon, Route Optimization & Software Solution

From: Robby Stone – Public Services Director
Melinda King – Asst. Public Services Director

Meeting Date: February 6, 2023

Public Hearing: No

Advertising Date: N/A

Advertised By: N/A

Attachments: Master Software Services Agreement

PURPOSE:

To request approval for the purchase of Rubicon software for Environmental Services waste and recycling collection processes. This software will assist to provide the following:

- Oversee collection progress for each truck (total stops, number completed, remaining stops)
- Driver uploaded issues with collections (cart not out, vehicle blocking cart, etc.)
- Driver uploaded photos of issues.
- Location collection verification
- Vehicle tracking/Alerts for drivers (back door pick up, etc.)
- Improve Routing and Efficiency

BACKGROUND:

Environmental Services performed a pilot this fall with Rubicon. It provides a visual map for the operator of their route, once a property is collected the address changes color to show it is collected. If there is an issue such as the toter(s) is not out or a car is parked in front of the toter(s) that doesn't allow for collection or they have violated an ordinance, the operator can take a photo and attach it to the address and program. Supervision can monitor the operator's location in real time, and if they receive a call or complaint the office staff can access those photos to explain the situation to the complainant.

Part of the expense is for cameras to be mounted on the trucks to collect a photo at intervals so the entire route will have a visual track that can be accessed through the software. This is an automatic system that the operator doesn't have to take time to push a button, etc.

Rubicon will also be able to determine if we are using the most efficient and cost-effective routes. This is very important as we experience growth.

BUDGET IMPACT:

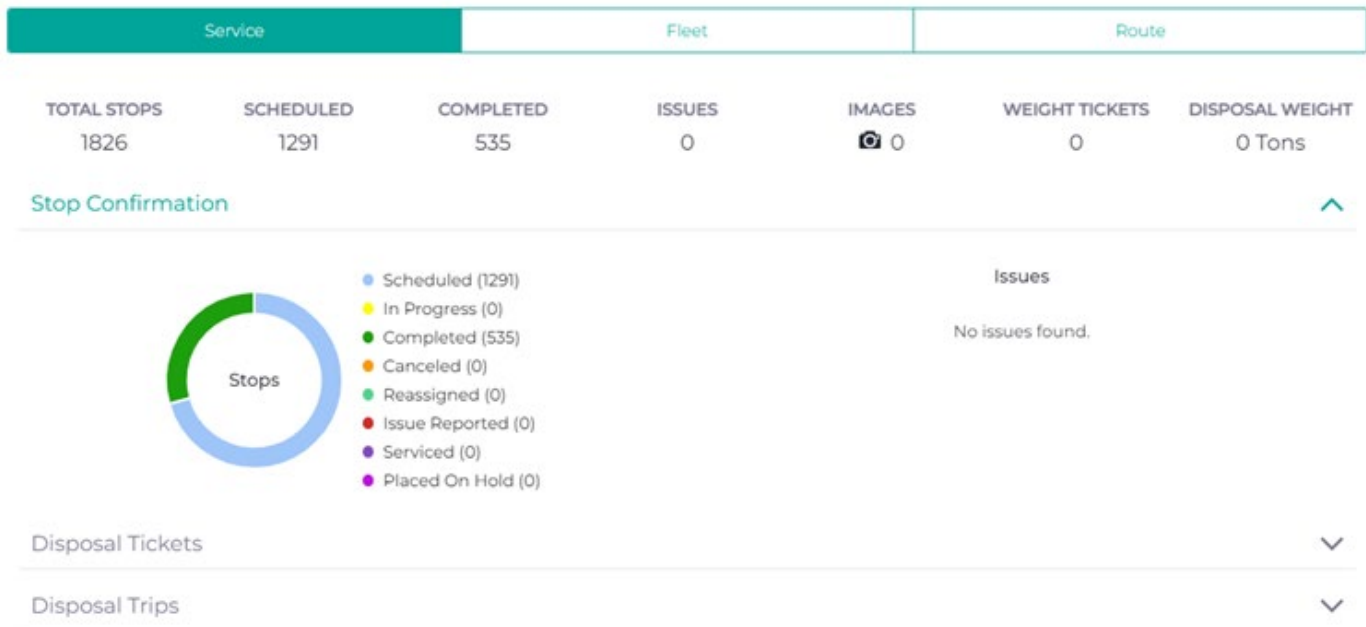
Funding for this order is currently available in the FY 2022-2023 budget.

RECOMMENDATION / ACTION REQUESTED:

The Public Services Department - Environmental Services Division is recommending that Council approve the request to purchase Rubicon software for \$90,937.50. The contract cost for years two and three will be \$67,500 each with a total three-year cost equaling \$225,937.50.

This screen allows us to check a driver's progress throughout the day. It shows how many total stops they have on their route, how many they have completed, and how many are left to complete.

Thursday Route 1 Details



The screen below allows the driver to enter any issues they encounter at an address and take a photo of the issue.

DISPATCH
CUSTOMERS
FLEET
INSIGHTS

Route Tracker
Route Planner
Dispatch Board

Issues Reported

01/24/2023 - 01/24/2023
All Vehicle Types
All Route Statuses
Search

CUSTOMER	ROUTE	DATE	ISSUES REPORTED	IMAGE	SERVICE COMPLETED	EMAIL
Resident_1021 S MAIN ST 1021 S Main St, High Point, NC 2726...	Tuesday Route 1 Jamie Coleman	01/24/2023 06:37 AM	Other		Yes	
Resident_203 HILLCREST DR 203 Hillcrest Dr, High Point, NC 27...	Tuesday Route 3 Richard Masters	01/24/2023 07:00 AM	Overflowing		Yes	
Resident_607 PARKWOOD DR 607 Parkwood Dr, High Point, NC 2...	Tuesday Green 4 John Mouzone	01/24/2023 07:33 AM	Blocked		No	
Resident_509 WOODROW AV 509 Woodrow Ave, High Point, NC ...	Tuesday Green 3 Ronnie Bugg	01/24/2023 07:55 AM	Blocked		No	
Resident_1117 BRIDGES DR 1117 Bridges Dr, High Point, NC 272...	Tuesday Green 4 John Mouzone	01/24/2023 08:22 AM	Other		No	
Resident_710 CARRICK ST 710 Carrick St, High Point, NC 2726...	Tuesday Route 3 Richard Masters	01/24/2023 08:44 AM	Blocked		Yes	
Resident_1424 JOHNSON ST 1424 Johnson St, High Point, NC 27...	Tuesday Green 4 John Mouzone	01/24/2023 09:53 AM	Other		No	
Resident_508 DENNY ST 508 Denny St, High Point, NC 2726...	Tuesday Route 3 Richard Masters	01/24/2023 12:15 PM	Overflowing		Yes	

+ Feedback

This screen allows us to look up an address and see if a truck has been at a location yet, and what time they were there.

DISPATCHCUSTOMERSFLEETINSIGHTS

CustomersSuspended Locations

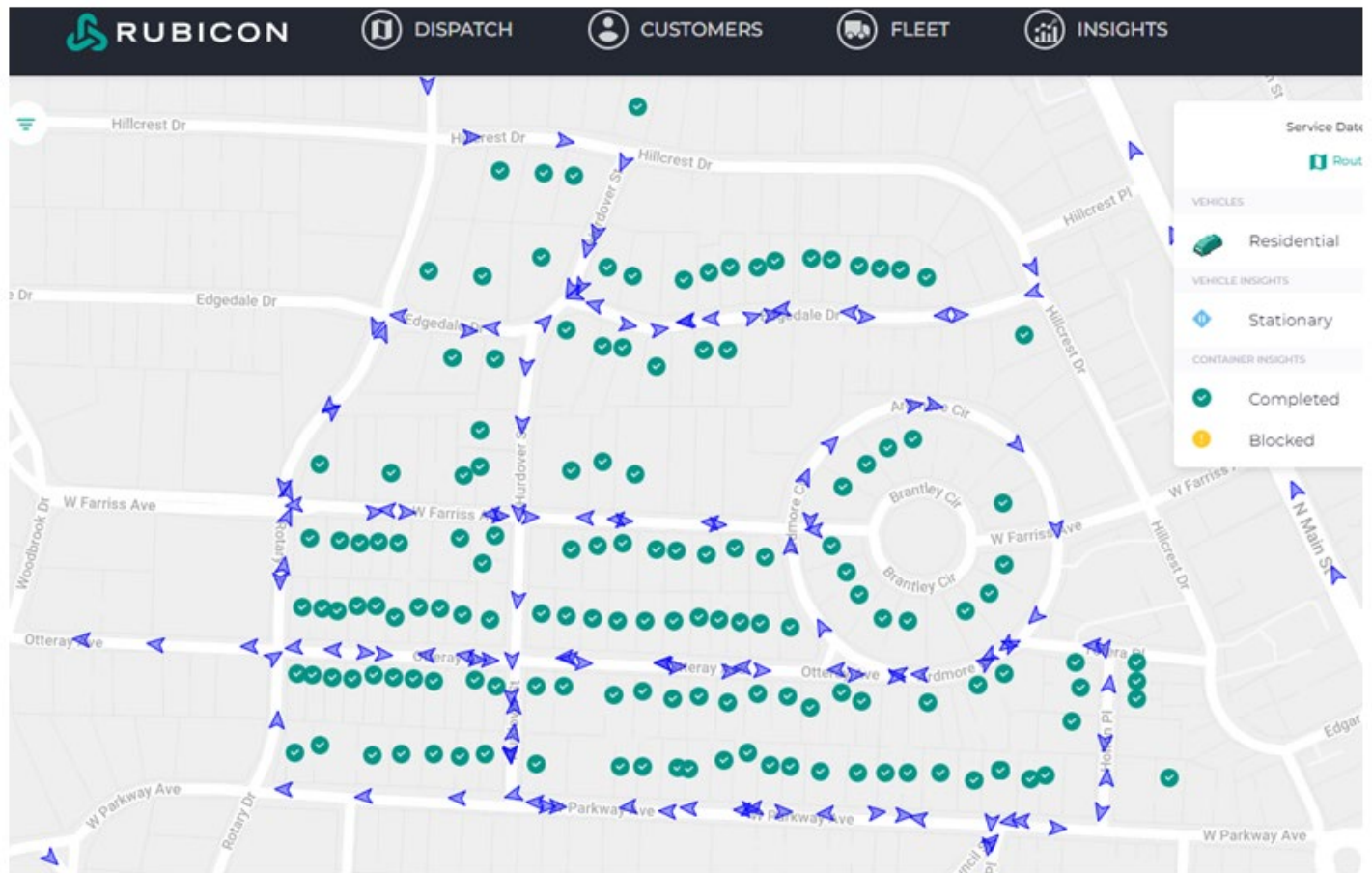
← Service History

+ Add JobCommunicationsExport

Location / AddressAll Statuses12/26/2022 - 01/26/2023

LOCATION / ADDRESS	SERVICE	DATE	PICKUP STATUS	ROUTE	PICKUP TYPE	EVENTS
2201 WAYNICK ST 2201 Waynick St, High Point, NC 27265, USA	96GL - Cart Single Stream R...	01/26/2023 08:25 AM	Completed	Thursday Green 3 689 Jamie Coleman	Pickup	
2201 WAYNICK ST 2201 Waynick St, High Point, NC 27265, USA	96GL - Cart Trash - MSW	01/26/2023 08:17 AM	Completed	Thursday Route 1 654 Sharyce Frith	Pickup	
2201 WAYNICK ST 2201 Waynick St, High Point, NC 27265, USA	96GL - Cart Trash - MSW	01/20/2023	Scheduled	Thursday Route 1 Jamie Coleman	Pickup	
2201 WAYNICK ST 2201 Waynick St, High Point, NC 27265, USA	96GL - Cart Trash - MSW	01/19/2023	Scheduled	Thursday Route 1	Pickup	
2201 WAYNICK ST 2201 Waynick St, High Point, NC 27265, USA	96GL - Cart Trash - MSW	01/12/2023 11:13 AM	Completed	Thursday Route 1 693 Jamie Coleman	Pickup	

This screen allows us to track the truck and see where they are – and to see if both sides of the street have been serviced.



This screen allows me to put alerts on a location, such as letting the drivers know that the address they are approaching has back door collection service

Customer details

Edit Location

Location Name

1206 CAMDEN AV

Address

1206 Camden Ave, High Point, NC 27260, USA



☐ Temporary Address

Email

Main Phone

Text Notifications Phone #S

Account Number

43908

Location Alerts

Backdoor Service

Location Notes

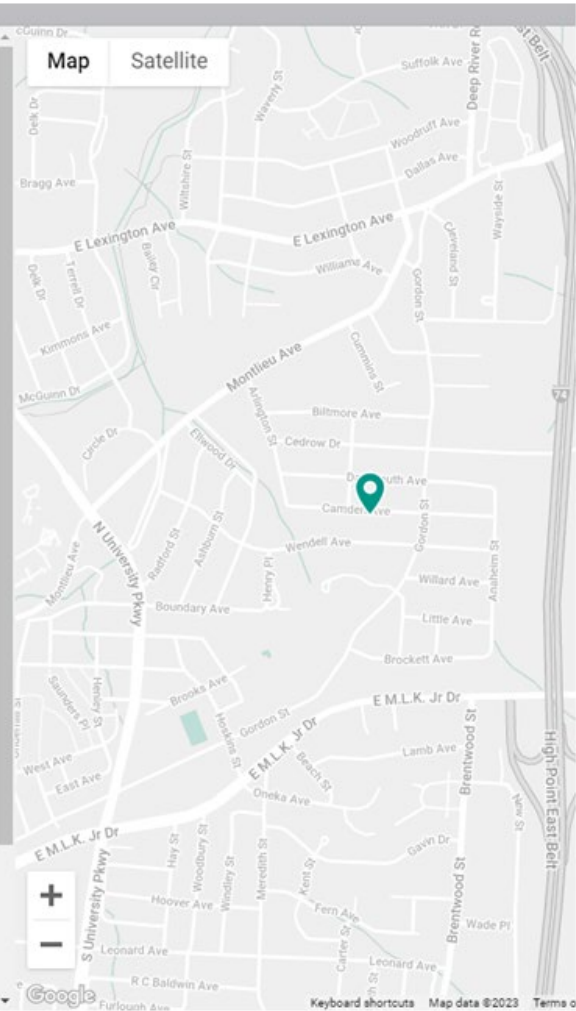
☐ Update Tracker Route 

Save

Cancel

Map

Satellite





Google

Keyboard shortcuts

Map data ©2023

Terms of Service

MASTER SOFTWARE SERVICES AGREEMENT

THIS MASTER SOFTWARE SERVICES AGREEMENT (this “Agreement”) is made and entered into as of **December 20, 2022**, by and between RUBICON GLOBAL, LLC, a Delaware limited liability company (“Rubicon”), and THE CITY OF HIGH POINT with a principal place of business at 211 S Hamilton Street, High Point, NC 27260 (“Client”). This contract is made pursuant to Sourcewell Contract 020221-RUB by and between Rubicon Global, LLC and Sourcewell, which commenced March 26, 2021(the “Sourcewell Contract”). The City of High Point’s Sourcewell account number is 18103.

In consideration of the mutual covenants and agreements made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions.

Capitalized terms used and not otherwise defined in this Agreement shall have the following meanings:

1.1 “Affiliate” means any entity that is controlled by Client, where “control” means the ownership of, or the power to vote, more than fifty percent (50%) of the voting stock, shares, or interests in an entity.

1.2 “Agreement” means this Agreement, and any Orders, exhibits, Statements of Work and amendments to the foregoing.

1.3 “Client” means the entity entering into this Agreement and any Affiliate designated in this Agreement or an Order which is authorized to receive the Subscribed Services. Client shall be fully responsible for the performance of all of its Affiliates’ obligations under this Agreement.

1.4 “Client Content” means all data, imagery, information and other content (a) transmitted by or on behalf of Client through the System; (b) provided by Client or on Client’s behalf for use in connection with the Subscribed Services; or (c) otherwise processed or stored by Rubicon or its contractors on Client’s behalf pursuant to this Agreement.

1.5 “Documentation” means the then-current, commercially available user manuals, training materials and technical manuals relating to the Subscribed Services provided to Client by Rubicon pursuant to this Agreement.

1.6 “Effective Date” means the earlier of (a) the date this Agreement and the first Order are accepted and signed by Rubicon; or (b) the date Client begins using or receiving the Subscribed Services.

1.7 “Intellectual Property Rights” means, on a world-wide basis, any and all (a) rights associated with works of authorship, including without limitation, copyrights, copyrightable rights, moral rights and mask work rights; (b) trademark, service mark and trade name rights and any similar rights recognized under applicable law; (c) rights in confidential information and trade secret; (d) patents and patentable rights; (e) all rights with respect to inventions, discoveries, improvements, know-how, formulas, algorithms, processes, technical information and other technology; (f) all other intellectual and industrial property rights of every kind or nature, whether arising by operation of law, contract, license or otherwise; and (g) all international, national, foreign, state and local registrations, applications for registration and any renewals and extensions thereof (including, without limitation, any continuations, continuations-in-part, divisions, reissues, substitutions and reexaminations), all goodwill associated therewith, and all benefits, privileges, causes of action and remedies relating to any of the foregoing (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and extensions; to sue for all past, present and future infringements or other violations relating thereto; and to settle and retain all proceeds from any such actions).

1.8 “Marks” means the trademarks, service marks or trade names of Client.

1.9 “Order(s)” means the order(s), and any amendments thereto, executed by the parties and which references this Agreement. Each Order shall specify the Subscribed Services being subscribed for, the licensing parameters, the term of the Order, the applicable fees, billing period, and other charges, as well as payment terms. Each Order with the terms of this Agreement, and any exhibits and amendments to such Order, is a separate and independent contractual obligation of Rubicon from any other Order. In the event of any conflict between the terms of this Agreement and the terms of any such Order, the terms of such Order shall prevail.

1.10 “Professional Services” means implementation, consulting and training services, including without limitation, technical services to facilitate setup and deployment of the Subscribed Services specified in a Statement of Work.

1.11 “Rubicon Software” means Rubicon’s proprietary software programs used by Rubicon to provide the Subscribed Services (including, without limitation, all source code, object code, designs, copyrightable works, ideas, inventions, technology and other Intellectual Property Rights therein), as modified, enhanced or replaced by Rubicon from time to time. For the avoidance of doubt, Rubicon Software does not include Client Content.

1.12 “Statement of Work” means a document executed by both parties that describes the Professional Services to be performed by Rubicon pursuant to the Professional Services Terms (as defined in Section 2.6), including without limitation, the project assumptions, specifications, scope, work plan, responsibilities, duration and fees for such Professional Services, which Statements of Work shall reference this Agreement and be sequentially numbered. Each Statement of Work with the Professional Services Terms, and any exhibits, change orders and amendments to such Statement of Work, is a separate and independent contractual obligation of Rubicon from any other Statement of Work.

1.13 “Subscribed Services” means Rubicon’s proprietary, web-based services set forth in an Order which are provided to Client on a subscription basis and enable use of the Rubicon Software through the System.

1.14 “System” means the Rubicon Software and the server grade computers and related networks maintained by or on behalf of Rubicon and its third-party providers to host the Rubicon Software and provide the Subscribed Services to Client, all as hereafter modified, enhanced or replaced by Rubicon.

1.15 “Third Party Offerings” means services delivered or performed by third parties independently of Rubicon related to the Subscribed Services, or other online, web-based CRM, ERP, or other business application subscription services, and any associated offline products provided by third parties, that interoperate with the Subscribed Services.

1.16 “Work Product” means any software, data, documentation, graphics, text, code, inventions, pictures, audio, video, animations, enhancements, improvements, methods, processes, works of authorship, work-flow methods or other deliverables or any portions of the foregoing that Rubicon creates, whether alone or jointly, while performing Professional Services or any other services hereunder. Work Product excludes: (a) the Subscribed Services; (b) the System; (c) any generic routines or code that have general application to the Rubicon Software or System; and (d) all modifications, alterations, derivative works and enhancements to the foregoing, and all copies thereof.

2. Services.

2.1 Subscribed Services. Subject to the terms and conditions set forth herein, including without limitation, Client’s payment of all applicable fees, Rubicon hereby agrees to provide the Subscribed Services, and in connection therewith, Rubicon hereby grants to Client during the term of the applicable Order a non-exclusive, non-transferable, non-sublicensable, limited right and license to (a) access and use of the Subscribed Services subject to the terms specified in the SOW and as specified in the applicable Order, solely for Client’s internal use; (b) to transmit and receive Client Content to and from the System; and (c) use the Documentation in connection with such rights. The rights granted to Client pursuant to any Order shall terminate upon the termination or expiration of this Agreement or the applicable Order for any reason. All rights not expressly granted to Client are reserved by Rubicon and its licensors.

2.2 Limitations. Client shall not: (a) access or use any portion of the Subscribed Services or System except as expressly authorized pursuant to an Order; (b) cause or permit decompilation, reverse assembly or reverse engineering of all or any portion of the Subscribed Services or System; (c) copy any ideas, features, functions or graphics of the Subscribed Services or System or modify or make derivative works based upon the Subscribed Services or System; (d) delete, fail to reproduce or modify any patent, copyright, trademark or other proprietary rights notices which appear on or in the Subscribed Services, System or Documentation; or (e) directly or indirectly, sublicense, relicense, distribute, disclose, use, rent or lease the Subscribed Services or System, or any portion thereof, for third party use, third party training, facilities management or time-sharing, or use as an application service provider or service bureau. Without limiting the foregoing, Client may not use the Subscribed Services or System to: (i) send or store material containing viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (ii) interfere with or disrupt the integrity or performance of the Subscribed Services, System or the data contained therein; or (iii) attempt to gain unauthorized access to the Subscribed Services or System.

2.3 Support. Client will be responsible for providing first line maintenance and support to its authorized end users in connection with the Subscribed Services. Qualified employees of Client who have been trained on use of the Subscribed Services (the “Designated Employees”) to contact Rubicon with technical questions or issues with respect to the

Subscribed Services and to report System outages or failures. Rubicon shall respond to the technical support questions from the Designated Employees and commence the process of responding to System or Subscribed Services outages or failures in accordance with Rubicon's standard procedures. The Designated Employees shall assist Rubicon in resolving issues with the Subscribed Services and System as Client resources allow. Rubicon acknowledges that limited availability of Designated Employees does not, under any circumstance, waive Rubicon's obligations described in Addendum A. Rubicon is under no obligation to provide functional updates, enhancements or upgrades to the System or Subscribed Services by any time certain.

2.4 System Availability. Rubicon will use commercially reasonable efforts to enable and maintain access to the Subscribed Services. Updates to the System will be scheduled for evenings and/or weekends to minimize disruption. Client acknowledges and agrees that certain portions of the Subscribed Services, including without limitation, data storage, hosting, and System hardware management, may be provided by third party service providers. Rubicon will provide ongoing management of the System, located at the third-party provider's location, in accordance with Rubicon's agreement with the third-party provider(s), in order to maintain the best practical availability of the Subscribed Services. Rubicon may change its third-party data hosting provider to another hosting provider, in Rubicon's sole discretion, from time to time. Additional system availabilities can be found in Addendum A.

2.5 Browsers. Client acknowledges and agrees that the Subscribed Services will only be compatible with and support use with the most recently superseded version for one year from the date of the general release of the then-current version, of the following browsers: Edge, Firefox, Safari and Google Chrome.

2.6 Professional Services. If requested and as available, Rubicon will provide Client with Professional Services pursuant to mutually agreeable Statements of Work in accordance with the Professional Services Terms attached hereto as Exhibit A ("Professional Services Terms").

2.7 Provisioning of the Subscribed Services. Rubicon may update the functionality and user interface of the Subscribed Services from time to time in its sole discretion as part of its ongoing improvement of the Subscribed Services. Client agrees that its subscription to the Subscribed Services is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Rubicon regarding future functionality or features.

3. Client Obligations.

3.1 Resources. Except as expressly set forth herein, Client and its end users shall be solely responsible for providing all resources, equipment and software at its or their respective facilities which are necessary for them to access the System and/or receive the Subscribed Services. Client and its end users must provide all equipment and licenses necessary to access and use the Internet, and pay all fees associated with such access and use. To the extent Rubicon's provision of the Subscribed Services requires data, documents, information or materials of any nature to be furnished, in whole or in part, by Client or its employees, agents, contractors, representatives or authorized users, Client will cause such employees, agents, contractors, representatives and authorized users to furnish such data, documents and information in a manner which permits Rubicon to perform the Subscribed Services as contemplated herein.

3.2 Third Party Coordination; Required Consents. To the extent the Subscribed Services require access to a third party service provider who is under contract with Client, or access or use of such provider's information or interconnection with such provider's services, facilities, technology or systems in order to receive or transmit Client Content, Client shall be responsible for obtaining any required third party licenses or consents necessary for Rubicon to access and use such information, services, facilities, technology or systems.

3.3 Third-Party Web Sites, Products and Services. The Subscribed Services may rely on or require that Client access Third Party Offerings. If Client elects to use the Subscribed Services with Third Party Offerings, Client agrees that: (a) its use of Third Party Offerings must at all times comply with the terms of service governing such offerings; and (b) Rubicon has the right to export and import Client Content to and from such Third-Party Offerings for purposes of delivering the Subscribed Services purchased by Client. Client's or its user's use of third-party websites must at all times comply with the terms of service governing such websites. Client understands and agrees that the availability of the Subscribed Services, or certain features and functions thereof, is dependent on the corresponding availability of Third-Party Offerings or specific features and functions of Third-Party Offerings. Rubicon will not be liable to Client or any third party in the event that changes in Third Party Offerings cause the unavailability of the Subscribed Services or any feature or function thereof. Rubicon may also refer Client to third party service providers that offer Third Party Offerings. Rubicon does not make any representations

or warranties regarding any such Third Party Offerings, whether or not such Third Party Offerings or services are designated by Rubicon as “certified,” “approved,” “recommended” or otherwise, or the services are provided by a third party that is a member of a Rubicon partner program. To the extent that Rubicon requires that Client grant Rubicon authorizations, passwords or other user credentials to a Third-Party Offering (“Rubicon Access Codes”) to retrieve Client Content or to enable interoperability with the Subscribed Services, Client shall promptly provide such Rubicon Access Codes.

3.4 Integrated Third-Party Software. Rubicon may integrate third-party computer software into the Subscribed Services. In such an event, Rubicon will obtain, at no additional charge to Client, all rights necessary for Client to use such third-party computer software with the Subscribed Services. All free software is distributed to Client WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. A copy of the free software is included with the Subscribed Services. Rubicon disclaims on behalf of all individuals or entities that distributed such free software to Rubicon (the “Contributors”) all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose; and Rubicon excludes on behalf of all such Contributors (i) all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits; and (ii) any provisions which differ from this Agreement which are offered by any particular Contributor alone and not by any other party.

3.5 Compliance with Laws. Client will comply with all applicable laws, rules and regulations relating to Client’s or its authorized user’s receipt or use of the Subscribed Services. Without limiting the foregoing, Client will be solely responsible for determining the extent to which the design or provision of the Subscribed Services is subject to any privacy laws or regulations (“Privacy Laws”) or the oversight of any regulatory agency charged with the enforcement thereof (“Regulatory Oversight”). To the extent that the design and operation of the Subscribed Services is subject to any Privacy Laws or Regulatory Oversight, Client will specify any procedures to be taken by Rubicon during the customization and provision of the Subscribed Services to cause the Subscribed Services to be in compliance with such Privacy Laws and Regulatory Oversight. Client shall not export the Subscribed Services, System or Documentation in violation of U.S. Department of Commerce export administration regulations.

3.6 Activity. Rubicon will provide Client access to the Subscribed Services by issuance of a confidential site address and passwords to Client. Client is responsible for maintaining the confidentiality of such address and passwords and any activity that transpires through the use of such address and passwords. Client shall: (a) notify Rubicon immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (b) report to Rubicon immediately and use reasonable efforts to stop immediately any unauthorized copying or distribution of Client Content that is known or suspected by Client; and (c) not impersonate another Rubicon client or user or provide false identity information to gain access to or use of the Subscribed Services.

4. Prices; Ordering; Payment.

4.1 Invoicing and Payment. Except as otherwise specified in an Order or Statement of Work: (a) Client shall pay to Rubicon all fees, charges and expenses due and owing pursuant to an Order or Statement of Work in U.S. dollars to the address designated on the invoice within thirty (30) days following Rubicon’s invoice date; and (b) all payment obligations are non-cancellable, non-refundable and non-contingent. Client may not set-off any amounts owing to Client against any payments owing to Rubicon hereunder. Payments which are not received when due shall bear interest at the lesser of the maximum amount chargeable by law or one and a half percent (1½%) per month commencing with the date payment was due. In addition, in the event Client fails to timely pay any fees or charges when due, Rubicon may, in its discretion, suspend or terminate any Subscribed Services or other services hereunder in accordance with Section 5.3. Client will continue to be charged for all Subscribed Services and other services during any period of suspension.

4.2 Taxes and Duties. Excluding taxes based on Rubicon’s net income, Client is liable and responsible for paying all federal, state and local sales, foreign withholding, value added, use, property, excise, service and other taxes, and all duties and customs fees relating to Client’s receipt or use of the Subscribed Services, whether or not Rubicon invoices Client for such taxes, duties or customs fees, unless Client timely provides Rubicon with a valid tax exemption or direct pay certificate showing Client is exempt from such payments. If Rubicon is required to pay any such taxes, duties or customs fees, Client shall reimburse Rubicon for such amounts in accordance with Section 4.1, and Client further agrees to indemnify, defend and hold harmless Rubicon for any such taxes, duties and customs fees and any related costs, interest and penalties paid or payable by Rubicon with respect thereto to the extent permitted by law.

4.3 Audits. During the Term, upon thirty (30) days prior written notice to Client, Rubicon may audit Client's facilities, records and use of the Subscribed Services to determine Client's compliance with the terms and conditions of this Agreement. Such audits shall occur during regular business hours and shall be conducted in a manner designed to limit disruption to Client's business.

5. Term and Termination.

5.1 Term. The term of this Agreement ("Term") shall commence on the Effective Date and shall continue for a period of three (3) years unless earlier terminated in accordance with the provisions hereof. The Term shall allow for additional one-year extensions upon mutual agreement of the parties hereto at additional cost, provided that there shall be no more than two (2) such extensions at one (1) year per extension.

5.2 Automatic Monthly Extension. On the last day of the Term, unless (a) an agreement for a renewal term has been executed; or (b) either party provides a written notice of non-renewal at least seven (7) days in advance of the last day of the then-current term, this Agreement will automatically extend and continue to be effective on a month-to-month basis until either (a) or (b) occurs ("Automatic Monthly Extension").

5.3 Termination. Either party may terminate this Agreement or the applicable Order or Statement of Work if the other party breaches this Agreement or such Order or Statement of Work, as applicable, and fails to correct the breach within thirty (30) days following receipt of written notice from the non-breaching party. In addition, Rubicon may terminate this Agreement immediately if Client files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or if a trustee is set up to administer a substantial portion of Client's assets or business.

5.4 Suspension of Services. In the event (a) Client fails to timely pay any fees when due; or (b) Rubicon believes, upon advice of counsel, that any element of the Subscribed Services, or Client's receipt or use thereof, violates any applicable law, rule or regulation, Rubicon may in its sole discretion suspend or terminate any Subscribed Services and other services immediately without notice.

5.5 Effect of Termination. Upon termination of this Agreement or an Order or Statement of Work for any reason, all payment obligations shall become immediately due and owing and Client shall immediately cease using the applicable Subscribed Services and return all Documentation to Rubicon. In addition, in the event this Agreement or any Order is terminated early, before completion of the applicable term, for any reason other than due to Rubicon's breach, Client shall pay to Rubicon (in addition to any other amounts due under this Agreement) as liquidated damages within thirty (30) days following any such termination, (a) any non-refundable costs incurred by Rubicon in connection with such termination including, but not limited to, hardware costs and licensing fees paid to third party licensors; Client acknowledges and agrees that (i) the payment of such fees does not constitute a penalty, but is due to the difficulty in estimating actual damages for early termination; (ii) such fees are a reasonable estimate of the amounts required to fairly compensate Rubicon in such events; and that (iii) such fees have taken into consideration Rubicon's cost savings due to the termination of this Agreement and the present value of accelerated payments. Upon termination of this Agreement, Client shall also return to Rubicon or destroy all copies of Rubicon's Trade Secrets and Confidential Information in every form. Upon request of Rubicon, Client agrees to certify in writing to Rubicon that it and each of its Affiliates have performed the foregoing obligations. Sections 1, 4, 5.4, 6.2, 6.3, and 7, 8, 10 and 11 shall survive any termination of this Agreement in accordance with their respective terms. In the event of any termination hereunder, Client shall not be entitled to any refund of any payments made by Client.

6. Representations and Warranties.

6.1 Services Warranty. Provided that Client notifies Rubicon of the non-conformance within the warranty period, and subject to the limitations set forth herein, Rubicon warrants that the Subscribed Services will be provided substantially in accordance with the applicable Documentation for a period of ninety (90) days from the date such Subscribed Services are first provided. No specific result from the provision of Subscribed Services is assured or guaranteed. In the event of any breach of the foregoing warranty, Rubicon shall, at its option and as Client's sole and exclusive remedy, (a) re-perform the Subscribed Services which were not performed as warranted at no additional charge; or (b) in the event Rubicon is unable to re-perform such Subscribed Services after exercising commercially reasonable efforts to do so, refund the fees paid to Rubicon for the Subscribed Services which were not performed as warranted. Notwithstanding the foregoing, Rubicon shall have no obligation to provide the warranty services described in this Section 6.1 if: (i) the performance failure is at least partially attributable to Client's deviation from applicable operating instructions or failure to perform Client's obligations set forth in this Agreement; or (ii) Client or any other person or entity (other than Rubicon) has modified the Subscribed Services.

6.2 Client Acknowledgment. Client acknowledges and agrees that it has made its own evaluation in deciding to subscribe for the Subscribed Services. The warranties provided in this Agreement extend solely to Client and to no other person or entity whatsoever. Without limiting the foregoing, Rubicon is not responsible for the results that may be obtained from use of the Subscribed Services.

6.3 DISCLAIMERS. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, RUBICON MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO THE SUBSCRIBED SERVICES, THE SYSTEM OR ANY OTHER SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, PROFESSIONAL SERVICES. RUBICON EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL WARRANTIES ARISING FROM CONDUCT, COURSE OF DEALING OR CUSTOM OF TRADE, AND ALL WARRANTIES OF TITLE AND NON-INFRINGEMENT. RUBICON DOES NOT WARRANT THAT THE SUBSCRIBED SERVICES, SYSTEM OR OTHER SERVICES ARE OR WILL BE ERROR-FREE OR THAT THE USE OR OPERATION OF THE SUBSCRIBED SERVICES, SYSTEM OR OTHER SERVICES WILL BE UNINTERRUPTED OR THAT ALL ERRORS OR ISSUES WITH THE SUBSCRIBED SERVICES, SYSTEM OR OTHER SERVICES CAN OR WILL BE CORRECTED.

7. Confidentiality.

7.1 Confidentiality. Each party (the “Receiving Party”) acknowledges that it will have access to Confidential Information and Trade Secrets of the other party (the “Disclosing Party”). For purposes of this Agreement, “Trade Secrets” means information, without regard to form, which: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; and “Confidential Information” means information, other than Trade Secrets, that is of value to Disclosing Party and is treated as confidential. Rubicon’s Trade Secrets and Confidential Information include, without limitation, the Subscribed Services, the System, the Documentation and object and source code for the Rubicon Software. The Receiving Party agrees to use the Trade Secrets and Confidential Information of the Disclosing Party solely for purposes of performing its obligations or exercising its rights under this Agreement. The Receiving Party agrees to discuss the Trade Secrets and Confidential information of the Disclosing Party only with, and to transmit the Trade Secrets and Confidential Information only to, those officers, employees and consultants of the Receiving Party who have a need to know the Trade Secrets or Confidential Information for the purposes set forth herein and who have agreed in writing to treat such information as confidential on terms no less restrictive than as set forth in this Agreement. The parties acknowledge and agree that the terms of any previously executed confidentiality or nondisclosure agreements shall remain in effect with respect to the information exchanged thereunder.

7.2 Security Precautions. The Receiving Party shall take commercially reasonable security precautions to prevent unauthorized use and disclosure of the Trade Secrets and Confidential Information of the Disclosing Party and shall use at least the same degree of care the Receiving Party employs with respect to its own Trade Secrets and Confidential Information, but in no event less than a reasonable standard of care. The Receiving Party shall not permit unauthorized access to the Trade Secrets or Confidential Information of the Disclosing Party.

7.3 Duration and Exceptions. With regard to Confidential Information, the obligations in this Section 7 shall continue for the Term and for a period of five (5) years thereafter. With regard to Trade Secrets, the obligations in this Section 7 shall continue for so long as such information constitutes a trade secret under applicable law, but in no event less than the Term and for a period of five (5) years thereafter. The Receiving Party’s obligations with respect to Trade Secrets and Confidential Information of the Disclosing Party shall not apply to the extent such Trade Secrets or Confidential Information: (a) are previously known to the Receiving Party without restriction on disclosure; (b) cease to be secret or confidential except by reason of a breach of this Agreement by the Receiving Party; (c) are independently developed by the Receiving Party without reference to the Trade Secrets or Confidential Information of the Disclosing Party; or (d) were received from a third party without obligations of confidence and without breach of this Agreement. In addition, the Receiving Party may disclose Trade Secrets and Confidential Information of the Disclosing Party to the extent such disclosure is required by applicable law including, but not limited to, the applicable Freedom of Information Act, or by any governmental authority, provided the Receiving Party notifies the Disclosing Party, if permitted by law, of the applicable legal requirements before such disclosure occurs so as to enable the Disclosing Party to obtain such protection as may be available to preserve the confidentiality of such information.

8. Intellectual Property Rights.

8.1 **Rubicon's Intellectual Property.** Rubicon (or its licensors) retains title to the Subscribed Services, System, and Documentation, and all modifications, alterations, derivative works, and enhancements thereto, and all copies thereof and Intellectual Property Rights therein. Except as specified herein, Client does not acquire any rights, express or implied, in the Subscribed Services, System or Documentation, and has no right to commercialize or transfer the Subscribed Services, System or Documentation, in whole or in part. No license, right or Intellectual Property Right in any Rubicon trademark, trade name or service mark is granted pursuant to this Agreement. Subject only to the following, title to all Work Product will at all times remain the sole and exclusive property of Rubicon or its licensors; provided that Rubicon shall not obtain any ownership rights in any Client Content provided by, or on behalf of, Client. Upon request, Client agrees to execute such documents as may be reasonably requested by Rubicon to secure Rubicon's rights in and to the foregoing. Rubicon hereby grants Client during the term of the applicable Order a non-exclusive, royalty free (subject only to the fees provided for in a Statement of Work), limited right and license to copy, use, modify and sub-license all Work Product.

8.2 **Client Content.** Client shall own all Client Content. Client shall have sole responsibility for the accuracy, completeness, quality, integrity, legality, reliability, timeliness, appropriateness, and intellectual property ownership and right to use all Client Content, and Rubicon shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store Client Content for any reason. Rubicon does not warrant the correctness, completeness, merchantability or fitness for a particular purpose of any Client Content, and Client shall hold Rubicon harmless from any and all third-party claims arising out of Client's use or dissemination of any such Client Content. In the event this Agreement is terminated (other than by reason of Client's breach), Rubicon will make available to Client a file of the Client Content in its possession, if any, within thirty (30) following Client's request; provided such request is made within thirty (30) days following termination of the Agreement. Rubicon reserves the right to (a) withhold, remove and/or discard Client Content in its possession, if any, in the event Client breaches this Agreement, including, without limitation, non-payment of fees and charges; and (b) purge and delete Client Content, if any, in its possession if Client fails to request such Client Data within thirty (30) days following termination of this Agreement.

8.3 **License to Client Content.** Client hereby grants to Rubicon the non-exclusive right and license to (a) receive, retrieve, process, use and transmit any Client Content necessary or reasonably desirable to perform the Subscribed Services or other services; (b) use, copy, manipulate and store any Client Content that will be archived, stored or otherwise transmitted in connection with the Subscribed Services or other services; and (c) to aggregate Client Content and data with content and data from other clients ("Data Aggregations") for purposes including, without limitation, product and service development and commercialization and quality improvement initiatives. Rubicon will redact Client Content in such a way as to not divulge Client's Confidential Information or Trade Secrets. All Data Aggregations will be the sole and exclusive property of Rubicon.

8.4 **License to the Marks.** Client hereby grants to Rubicon the worldwide, non-exclusive limited right and license during the Term to use the Marks in connection with performance of the Subscribed Services and its other obligations under this Agreement.

9. Defense and Indemnification.

9.1 **Limited Covenant to Defend.** Rubicon will defend any third party claim brought against Client in the United States to the extent that the claim, if true, would constitute an infringement or misappropriation by the Subscribed Services of any valid and subsisting patent or copyright (a) recognized under the laws of the United States; and (b) of which Rubicon had actual knowledge; provided, however, that: (i) Client immediately advises Rubicon of the claim upon learning of the assertion of the claim; and (ii) Rubicon is given the sole right to control the defense and/or settlement of the claim, in litigation or otherwise.

9.2 **Injunctions Obtained by Third Parties.** If a third-party infringement claim, of which Rubicon is notified in accordance with Section 9.1 (or of which Rubicon is otherwise aware or believe is likely) results, or in Rubicon's opinion is likely to result, in an injunction prohibiting Client from continued use of the Subscribed Services that is the subject matter of the claim, then Rubicon may, in its sole discretion and at its expense: (a) procure for Client the right to continue to use the Subscribed Services that are the subject matter of the claim; (b) replace or modify the Subscribed Services that are the subject matter of the claim to make them non-infringing, but, where reasonably possible, preserving the functionality of such Subscribed Services; or (c) if the foregoing remedies are not commercially practical, suspend or terminate access to the infringing Subscribed Services.

9.3 Exceptions to Duties to Defend and Indemnify. Notwithstanding any other provisions hereof, Rubicon shall have no obligation to indemnify or defend Client for any third party claim pursuant to this Section 9, nor be required to pay losses, damages or expenses under this Section 9, if Client agrees to settle any such claim without the prior written consent of Rubicon, or if the claim arises out of, in whole or in part: (a) a modification of the Subscribed Services by anyone other than Rubicon; (b) use of the Subscribed Services other than in accordance with the Documentation or the terms of this Agreement; (c) use of a release of the Subscribed Services without having implemented updates, the use of which would have cured the alleged infringement; (d) any third party software or service; (e) use of the Subscribed Services in combination with Third Party Offering or any other third party hardware, software, database or materials where, absent such combination, the Subscribed Services would not be infringing; or (f) Client's negligence or willful misconduct.

9.4 Sole Obligation. This Section 9 states Rubicon's sole obligation, and Client's sole and exclusive remedy, with respect to infringement of proprietary and Intellectual Property Rights. Notwithstanding anything else in this Section 9, Rubicon's aggregate liability for indemnification pursuant to this Section 9 shall not exceed the original subscription fees paid by Client to Rubicon for the infringing Subscribed Services.

10. Limitation on Liability.

10.1 EXCLUSION OF DAMAGES. IN NO EVENT SHALL RUBICON OR ANY OF ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES BE LIABLE TO CLIENT OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, OR COMPUTER FAILURE, DELAY OR MALFUNCTION), EVEN IF RUBICON HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

10.2 LIMITATION OF LIABILITY. RUBICON TOTAL AGGREGATE LIABILITY TO CLIENT OR ANY OTHER PERSON OR ENTITY FOR ANY AND ALL CLAIMS AND DAMAGES ARISING FROM OR OUT OF THIS AGREEMENT (WHETHER ARISING UNDER CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) SHALL IN NO EVENT EXCEED THE FEES PAID BY CLIENT TO RUBICON DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DAY THE ACT OR OMISSION OCCURRED THAT GAVE RISE TO CLIENT'S FIRST CLAIM.

10.3 EXCEPTIONS. THE FOREGOING LIMITATIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

11. Miscellaneous.

11.1 Dispute Resolution; Governing Law. The laws of the State of North Carolina shall govern this Agreement, without reference to conflicts of law rules or principles. The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods to the interpretation or enforcement of this Agreement. Client hereby consents and submits to the exclusive jurisdiction and venue over any action, suit or other legal proceeding that may arise out of or in connection with this Agreement, by any state or federal court located within or about Guilford County, North Carolina USA. Client shall bring any action, suit or other legal proceeding to enforce, directly or indirectly, this Agreement or any right based upon it exclusively in such courts.

11.2 Force Majeure. Neither party will be liable for any loss, damage or delay resulting from any event beyond such party's reasonable control (a "Force Majeure Event"), and delivery and performance dates will be extended to the extent of any delays resulting from any such Force Majeure Event. Each party will promptly notify the other upon becoming aware that a Force Majeure Event has occurred or is likely to occur and will use commercially reasonable efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement. Notwithstanding any other provision of this Section 11.2, a Force Majeure Event shall not relieve Client of its obligations to pay monies due and owing to Rubicon hereunder.

11.3 Assignment. Neither party shall assign, transfer, or otherwise delegate any of its rights, duties, or obligations under this Agreement in whole or in part to any individual, firm or corporation without the prior written consent of the other party, which consent shall not be unreasonably withheld, and any attempted assignment (whether by operation of law or otherwise) shall be void; except that Rubicon may delegate any of its rights, duties, or obligations under this Agreement to one or more of its affiliates, in which case Rubicon shall make a commercially reasonable effort to provide a thirty (30) days' advance notice of such delegation. Notwithstanding the foregoing, either party may assign its rights, duties, and obligations hereunder, without approval of the other party, to a party that succeeds to all or substantially all of its assets or business (whether by sale, merger, operation of law or otherwise), so long as the assignee agrees in writing to be bound by the terms and conditions

of this Agreement; provided, however, that any such assignment by Client shall be subject to any fee adjustments specified in an Order, or that may be necessary because of Client's use of the subscribed Services beyond the licensing parameters specified in the applicable Order; and further provided that no such assignment may be to a competitor of Rubicon. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns.

11.4 Independent Contractors. Nothing in this Agreement shall be construed to create an agency, joint venture, partnership or other form of business association between the parties. Neither party has the right or authority to make any contract, representation or binding promise of any nature on behalf of the other party, and neither party shall hold itself out as having such right or authority.

11.5 No Waiver. The failure on the part of either party to exercise any right or remedy hereunder will not operate as further waiver of such right or remedy in the future or any other right or remedy.

11.6 Severability. In the event that any provision of this Agreement is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of this Agreement, and the application of such provision in any other circumstances, will not be affected thereby.

11.7 Counterparts. This Agreement may be executed in duplicate and either copy or both copies are considered originals.

11.8 Notices. All official notices (including any notices regarding breach, termination, renewal, etc.) required or permitted hereunder shall be in writing and shall be delivered personally or sent by certified, registered mail or next day express mail or courier, postage prepaid. Any such notice shall be deemed given (a) when so delivered personally; (b) three (3) days after, when sent by certified or registered mail; or (c) the day after, when sent by next day express mail or courier, as follows: (i) if to Client, to it at: 211 S Hamilton Street, High Point, NC 27260; (ii) if to Rubicon, to it at: Rubicon Global, LLC, 100 W Main Street, Suite 610, Lexington, KY 40507. In addition, routine, non-contractual notices, consents and approvals (including support) given under this Agreement may be delivered in writing as provided above or through electronic mail or other electronic record addressed to the parties identified herein.

11.9 Marketing. Client agrees that Rubicon may reference Client's execution of this Agreement and its status as a user of the Subscribed Services in marketing materials and in sales presentations. Rubicon may use Client's Marks in connection with such usage.

11.10 Entire Agreement. This Agreement (including any Orders, Exhibits, Statements of Work and attachments, which are hereby incorporated herein by reference) constitute the final and entire agreement between the parties, and supersedes all prior written and oral agreements, understandings, or communications with respect to the subject matter of this Agreement.

11.11 Cooperative Purchasing. Rubicon and the Client agree that other government entities (including but not limited to municipalities, counties, states, public utilities, non-profit hospitals, educational institutes, special governmental agencies, and non-profit corporations) that allow cooperative purchasing may utilize the terms of this agreement to procure Rubicon's software and services.

Exhibit A

Professional Services Terms

These Professional Services Terms are hereby annexed to and made a part of the Master Software Services Agreement (the “Agreement”) between Rubicon and Client. In the event any provisions of these Professional Services Terms contradict or are inconsistent with the provisions of the Agreement, the provisions these Professional Services Terms shall prevail and govern.

1. Services. Upon request by Client, Rubicon will provide consultants to perform implementation, consulting and training services to the extent such Professional Services are identified in any mutually agreed upon Statement of Work more fully describing the project assumptions, specifications, scope, work plan, responsibilities, duration and fees for such Professional Services, which Statements of Work shall reference the Agreement and be sequentially numbered. Any modifications to a Statement of Work shall be made by written change order, in Rubicon’s standard form, executed by both parties to this Agreement (a “Change Order”). Each Change Order complying with this Section shall be deemed to be an amendment to the applicable Statement of Work to which it applies and shall become a part thereof.
2. Cooperation. All Professional Services will be coordinated with the designated Client Project Coordinator, as identified in each Statement of Work. Client shall cooperate and provide information as is reasonably necessary or desirable for the timely completion of the Professional Services. Client shall at all times make available its functional and/or information technology personnel as reasonably required or desirable for Rubicon to perform the Professional Services, and Client shall timely fulfill its obligations and responsibilities set forth in each Statement of Work. To the extent required or as specified in any Statement of Work or work plan, Client shall provide Rubicon with access to its facilities, software, systems, data, information and support materials to perform the Professional Services. Client acknowledges that Rubicon’s performance hereunder is contingent on Client’s timely and effective performance of Client’s responsibilities and Client’s timely decisions and approvals. If Client fails to provide required information and/or make decisions as agreed or in a reasonably expeditious and timely manner, and such failure results in a delay in delivery of any deliverables or Work Product or to the overall project, Client agrees to extend the time frame for delivery of the deliverable or project, as applicable, on a day for day basis and compensate Rubicon for any additional work required as a result of such delay.
3. Project Control. Rubicon shall have the sole right to supervise, manage, contract, direct, procure, perform, or cause to be performed, all Professional Services performed by it pursuant to a Statement of Work. Rubicon may subcontract all or a portion of the Professional Services to a qualified third party. In recognition that Rubicon personnel may perform similar services for third parties, this Agreement shall not prevent Rubicon from providing services or developing materials that may be perceived as competitive with those developed or provided hereunder, subject to the confidentiality provisions of the Agreement.
4. Compensation. All Professional Services will be provided by Rubicon on a time, materials and expense basis at Rubicon’s then current rates, unless otherwise agreed by the parties in a Statement of Work.
5. Termination. These Professional Services Terms shall be effective as of the Effective Date of the Agreement and shall remain in effect until (a) terminated by either party upon thirty (30) days prior written notice in the event no Statement of Work is outstanding; or (b) as provided in the Agreement, whichever is earlier. Client shall be liable for payment to Rubicon for all Professional Services provided or performed prior to the effective date of any such termination, including any expenses incurred pursuant to the provision of such Services.
6. Additional Services. Any services performed by Rubicon at the request of Client that are outside the scope of any Professional Services described in the applicable Statement of Work shall be governed by these terms and will be billed at Rubicon’s then current rates.
7. Insurance. Rubicon shall, at all relevant times, and at its own cost and expense, maintain insurance coverage relative to the Agreement and these Professional Services Terms, in which Client is listed as an additional insured (where appropriate) and a certificate holder, with waiver of subrogation (where appropriate), and with, at the very least, the following limits and coverages: for commercial general liability, one million dollars for each occurrence and two million dollars in the general aggregate; for automobile liability, one million dollars for combined single limit; and for workers compensation and employer’s liability, one million dollars for each accident, one million dollars for disease – each employee, and one million dollars for disease – policy limit.

**ORDER NUMBER 1 TO THE
MASTER SOFTWARE SERVICES AGREEMENT**

This independent Order Number 1 (“Order”) to the Master Software Services Agreement is made as of December 20, 2022 (“Order Effective Date”), by and between Rubicon Global, LLC (“Rubicon”) and THE CITY OF HIGH POINT (“Client”). This Order is part of the Master Software Services Agreement between the parties dated December 20, 2022 (“Agreement”). Capitalized terms used and not otherwise defined in this Order shall have the respective meanings set forth in the Agreement.

1. The Subscribed Services.

DESCRIPTION	COST
Year 1 Cost	\$90,937.50
Year 2 Cost	\$67,500.00
Year 3 Cost	\$67,500.00
Total Cost (36-month contract)	\$225,937.50

The complete pricing proposal has been included in this package as Addendum B.

2. Other Charges. As may be agreed to by the parties in writing from time to time.

3. Payment Terms. The parties agree that the fees for the above services shall be a total of TWO HUNDRED TWENTY-FIVE THOUSAND AND NINE HUNDRED THIRTY-SEVEN DOLLARS AND FIFTY CENTS payable as follows (“Fee”):

- a. US\$90,937.50 due upon execution of this Agreement.
- b. US\$67,500.00 due upon the first anniversary of this Agreement.
- c. US\$67,500.00 due upon the second anniversary of this Agreement.

4. Renewal. Unless either party gives the other party written notice of non-renewal at least ninety (90) days prior to the expiration of the initial term, upon expiration of the initial terms of the Subscribed Services (as described in the table in Section 1 of this Order) and Client’s obligations to pay the applicable fees, the parties shall meet and determine if the Agreement shall be extended by another term. If the parties shall so agree, they will negotiate in good faith terms, conditions and fees associated with any renewal term. For purposes of clarification, the liquidated damages specified in Section 5.4 of the Agreement shall apply to the initial term of the Subscribed Services, or the then-current renewal term, as the case may be.

5. Fee for the Automatic Monthly Extension Period. Fee for the Automatic Monthly Extension described in the Section 5.2 of the Agreement will be \$7,500 per month, which Rubicon will invoice each month while the Automatic Monthly Extension is in effect. Client shall pay all fees, charges and expenses in accordance with the Section 4 of the Agreement.

6. Separate Agreement. Rubicon may provide Professional Services regarding the Subscribed Services provided hereunder pursuant to a Statement of Work to the Professional Services Terms executed between the parties. Client understands and agrees that such Professional Services and associated Statements of Work that may be signed are separate and independent contractual obligations from any Order or amendment thereto relating to the access and use of the Subscribed Services. Client shall not withhold payments that are due and payable pursuant to this Order or any other Order(s) or amendment(s) thereto because of the status of Professional Services performed under any Statement of Work.

The undersigned represent and warrant that they are authorized as representatives of the party on whose behalf they are signing to sign this Master Software Services Agreement and to bind their respective party hereto.

The undersigned represent and warrant that they are authorized as representatives of the party on whose behalf they are signing to sign this Order and to bind their respective party hereto.

ACCEPTED BY:

RUBICON GLOBAL, LLC

DocuSigned by:



E237204F5315451...
Authorized Signature

Conor Riffle, SVP RUBICONSmartCity
Printed Name and Title

1/4/2023 | 10:29 AM EST
Date: _____

Signature Page

CITY OF HIGH POINT, NORTH CAROLINA*The City*

DocuSigned by:

P O Box 230, High Point, NC 27261

Address

DocuSigned by:

Tasha Logan Ford

By:

Tasha Logan-Ford, City Manager

DocuSigned by:

Sandra Keeney

5BCEB919F16D419...

Sandra R. Keeney, City Clerk

1/11/2023 | 07:56:14 EST



APPROVAL BY CITY ATTORNEY

Approved as to form:

DocuSigned by:

Meghan Maguire

10B1F8F225AB4EA...

Meghan Maguire, Interim City Attorney

Date: 1/10/2023 | 22:37:54 EST

APPROVAL BY FINANCE OFFICER

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

DocuSigned by:

Bobby Fitzjohn

385F1C88F40E4DB...

Bobby D. Fitzjohn, Director of Financial Services

Date: 1/4/2023 | 15:46:17 EST

ADDENDUM A

SERVICE AVAILABILITY

RUBICONSmartCity software is hosted externally using Amazon Web Services (AWS).

Below please find our standard Service Level Availability Policy (SLA):

Rubicon's Service Availability commitment for a given calendar month is **99.5%**. Service Availability is calculated per month as follows: $(\text{Total time} - \text{Unplanned Outage} - \text{Planned Maintenance}) / (\text{Total} - \text{Planned Maintenance}) \times 100$

- Definitions:
 - *Total time* is the total minutes in the month
 - *Unplanned Outage* is total minutes unavailable due to an unplanned outage in the month
 - *Planned Maintenance* is total minutes of planned maintenance in the month. Currently, Planned Maintenance is four (4) hours for weekly maintenance, four (4) hours for monthly maintenance, four (4) hours for quarterly maintenance. Rubicon's current weekly maintenance begins at 10 pm (Eastern) on Fridays; monthly maintenance begins at 2:00 am (Eastern) on Saturday; and quarterly maintenance begins at 6:00am (Eastern) on Saturday. All times are subject to change upon reasonable notice. If actual maintenance exceeds the time allotted for Planned Maintenance, it is considered an Unplanned Outage. If actual maintenance is less than time allotted for Planned Maintenance, that time is not applied as a credit to offset any Unplanned Outage time for the month. The measurement point for Service Availability is the availability of the Rubicon Service. Customer may request an availability report once per month.
- Service Response
 - Rubicon Production Support and Service Level Availability Policy (SLA)
 - Rubicon's Service Response commitment is: (1) not less than 50% of (online) transactions in two (2) seconds or less and not more than 10% in five (5) seconds or more.
 - Service Response is the processing time of the Rubicon Production Service in the Amazon Web Service data center to complete transactions submitted from a web browser.
 - The time required to complete the request will be measured from the point in time when the request has been fully received by the encryption endpoint in the Amazon Web Service data center, until such time as the response begins to be returned for transmission to Customer. Customer may request a response time report not more than once per month via email.
- Disaster Recovery
 - Rubicon commits to a recovery time objective of twelve (12) hours - measured from the time that the Rubicon Service becomes unavailable until it is available again. Rubicon commits to a recovery point objective of one (1) hour - measured from the time that the first transaction is lost until the Rubicon Service became unavailable.
 - Rubicon will test the disaster recovery plan once every six months and will make available a written summary of the results of the most recent test available to Customer upon its request made via the Customer Center.
- Severity Level Determination Submittal
 - Customer shall reasonably self-diagnose each support issue and recommend to Rubicon an appropriate Severity Level designation. Rubicon shall validate Customer's Severity Level designation or notify Customer of a proposed change in the Severity Level designation to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate Severity Level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management, during which time the parties shall continue to handle the support issue in accordance with the Rubicon Severity Level designation. In the rare case a conflict requires a management discussion, both parties shall be available within one hour of the escalation.

- Support Issue Production Levels - Response and Escalation
 - Response Time is the period from the time the Production case was logged in the Customer Center until Rubicon responds to Customer and/or escalation within Rubicon, as appropriate. Because of the widely varying nature of issues, it is not possible to provide specific resolution commitments.
 - SEVERITY LEVEL 1
 - Definition: The Rubicon Service is unavailable for all users
 - Rubicon Response Commitment: Rubicon will respond within one (1) hour of receipt of case.
 - Resolution: Rubicon will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
 - Escalation: If the problem has not been resolved within one (1) hour, Rubicon will escalate the problem within the appropriate Rubicon organization. The escalated problem will have higher priority than ongoing support, development or operations initiatives.
 - Customer Response Commitment: Customer shall remain accessible by phone for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.
 - SEVERITY LEVEL 2
 - Definition: The Rubicon Service contains a bug that prevents Customer from executing one or more critical business processes with a significant impact and no workaround exists.
 - Rubicon Response Commitment: Rubicon will respond within one (1) hour of receipt of case.
 - Resolution: Rubicon will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
 - Escalation: If the problem has not been resolved within four (4) hours.; Customer may request that Rubicon escalate the problem within the appropriate Rubicon organization where the escalated problem will have higher priority than ongoing development or operations initiatives.
 - Customer Response Commitment: Customer shall remain accessible by phone for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.
 - SEVERITY LEVEL 3
 - Definition: The Rubicon Service contains a bug that prevents Customer from executing one or more important business processes. A workaround exists but is not optimal.
 - Rubicon Response Commitment: Rubicon will respond within four (4) hours of receipt of case.
 - Resolution: If resolution requires a Rubicon bug fix, Rubicon will add the bug fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
 - Escalation: If the problem has not been resolved within one (1) week, Customer may request that Rubicon escalate the problem to the appropriate Rubicon organization .
 - Customer Response Commitment: Customer will respond to Rubicon requests for additional information and implement recommended solutions in a timely manner.

- SEVERITY LEVEL 4:
 - Definition: The Rubicon Service contains an issue that may disrupt important business processes where a workaround is available or functionality is not imperative to Customer's business operations.
 - Rubicon Response Commitment: Rubicon will respond within twenty-four (24) hour of receipt of case.
 - Resolution: If resolution requires a Rubicon bug fix, Rubicon will add the bug fix to its development queue for a future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
 - Escalation: None.
 - Customer Response Commitment: Customer will respond to Rubicon requests for additional information and implement recommended solutions in a timely manner.
- CUSTOMER CARE or OPERATIONS REQUEST (Severity Level 5):
 - Definition: Non-system issues such as Named Support Contact change, requests for SLA reports or business documents, etc. If necessary to open a Support case requesting assistance, Severity 5 should be used.
 - Rubicon Response Commitment: Rubicon will respond within twenty-four (24) hours of receipt of case.
 - Resolution Commitment: Rubicon will respond to request. Customer will be notified of status changes.
 - Escalation: None.
 - Customer Commitment: Customer will respond to Rubicon requests for additional information in a timely manner.
- Rubicon Support Scope
 - Rubicon will support functionality that is developed by Rubicon and under its direct control. For any other functionality, and/or issues or errors in the Rubicon Service caused by issues, errors and/or changes in Customer's information systems and/or third party products or services, Rubicon may assist Customer and its third party providers in diagnosing and resolving issues or errors but Customer acknowledges that these matters are outside of Rubicon's support obligations. Service Level failures attributable to (i) Customers acts or omissions; and (ii) force majeure events shall be excused.
- Rubicon Service Credit
 - In the event of a failure by Rubicon to meet the Service Availability and Service Response minimums as set forth in the SLA, as Customer's sole and exclusive remedy, at Customer's request, Rubicon shall provide service credits in accordance with the following:
 - First month in any rolling six (6) month period: 10% of the Subscription Fee paid for the applicable month for the affected Service
 - Second month in any rolling six (6) month period: 20% of the Subscription Fee paid for the applicable month for the affected Service
 - Third month in any rolling six (6) month period: 30% of the Subscription Fee paid for the applicable month for the affected Service
 - Fourth month in any rolling six (6) month period: 40% of the Subscription Fee paid for the applicable month for the affected Service
 - Fifth month in any rolling six (6) month period: 50% of the Subscription Fee paid for the applicable month for the affected Service or within thirty (30) days of such failure Customer shall have the option to terminate the entire Agreement and upon such termination Customer shall

receive a refund of all prepaid subscription fees that are unearned as of the date such termination is effective.

- If more than one of the above (a through e) is triggered, Customer will be eligible for the greater amount for the applicable month only. Credits shall be deducted from subsequent invoices for subscription fees or other fees or, upon expiration or termination of the Agreement, paid to Customer directly.

ADDENDUM B

RUBICONSmartCity Three-Year Sourcewell Contract Proposal City of High Point, NC

November 28, 2022

In order to help the City of High Point get a sense of RUBICONSmartCity costs, we have provided initial pricing information below. Please also keep in mind that this is a general estimate based on the information provided.

Rubicon uses a Software-as-a-Service (SaaS) model for pricing. SaaS service models provide several advantages for the customer:

- Solution upgrades become available for customers automatically. Costs and effort associated with upgrades and new releases are lower than the traditional model that usually forces the user to buy an upgrade package and install it or pay for specialized services to get the environment upgraded.
- Reduce the costs for hardware and software licenses compared with the traditional model because service usually resides in shared or multi-user environments.
- Reduce the time spent on installation and configuration reducing issues that complicate software deployment.
- No hidden costs for additional services or features.

Rubicon's standard per vehicle pricing is outlined below. The per vehicle cost outlined includes two components: a one-time implementation cost and a recurring yearly cost for each hardware and software component. Implementation costs include installation and any additional training and implementation services provided by the Customer Success Team. Recurring costs are hardware and software dependent. The recurring price includes all hardware, software, associated data for RUBICONVision Cameras, external hosting, maintenance, warranty and ongoing customer and technology support costs.

Implementation Costs One Time

Description	Cost
Implementation Support	\$250 / per hour

Recurring Software & Hardware Costs Per Vehicle Per Month

Description	Cost
Rubicon Platform – Portal & Driver App	\$190.00
Rubicon Vision – Strobe Feature	\$200.00

Based on the information provided to date, Rubicon proposes the below scenario for the City of High Point. The scenario below includes the City providing their own Apple or Android devices to utilize Rubicon’s in-cab technology. If the City chooses to utilize Rubicon’s devices there will be an additional charge.

Three-Year Cost Scenario for the City of High Point

Rubicon will provide 9 RUBICONVision Cameras running the Strobe feature and 30 RUBICONSmartCity software licenses for the City’s Public Services Department. Cost Scenario initial pricing includes:

- Unlimited Access to Rubicon Portal
- 30 RUBICONSmartCity Software Licenses*
- 9 RUBICONVision Cameras running the Strobe feature
- Ongoing software subscription for all devices
- External hosting in a secure cloud environment
- Training, support, and account management services
- Installation and implementation of RUBICONVision Cameras

Rubicon’s Portal + 30 RUBICONSmartCity Software Licenses + 9 RUBICONVision Cameras running the Strobe feature + Implementation Support (125 hours)
Three-Year Contract

Description	List Price	Discount (25%)	Price for High Point, NC
Year 1	\$121,250.00	(\$30,312.50)	\$90,937.50
Year 2	\$90,000.00	(\$22,500.00)	\$67,500.00
Year 3	\$90,000.00	(\$22,500.00)	\$67,500.00
TOTAL	\$301,250.00	(\$75,312.50)	\$225,937.50

The cost of the contract is higher in the first year of deployment due to one-time charges that do not recur. After the first year, the annual costs of the contract drop.

The fees for any extensions or renewals beyond Year 3 will be agreed upon by Client and Rubicon prior to each such extension or renewal term.

*NOTE – The Driver application is supported on Apple and Android phones and tablets. For minimum hardware requirements please contact your Rubicon representative to confirm your devices are supported.
**NOTE - The City will be responsible for data charges associated with City procured Apple or Android devices.



City of High Point

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

Master

File Number: 2023-047

File ID: 2023-047

Type: Contract

Status: Committee
Recommended
Approval

Version: 1

Reference:

In Control: Finance Committee

File Created: 01/27/2023

File Name:

Final Action:

Title: Contract Amendment - Community Housing Solutions - 506 Rolling Green Drive - Cedrow Affordable Housing Project

City Council is requested to approve the amendment of the executed contract with Community Housing Solutions (CHS) in the amount of \$246,553.56 to add the construction of an additional unit at 506 Rolling Green Drive in the Cedrow Affordable Housing Project.

Notes:

Sponsors:

Enactment Date:

Attachments: CHS Contract Amendment-506 Rolling Green

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	02/02/2023	Committee Recommended Approval				Pass
Notes: <i>Nena Wilson, Community Development Director, provided the staff report for this item. She stated this is a contract with Community Housing Solutions for the Cedrow Affordable Housing Project for an additional \$246,553.56 to add an additional unit at 506 Rolling Green Drive. She noted additional grading work will need to be completed for one of the six lots in the original contract and adding this additional unit will allow construction to move forward. The total number of units under the contract is now seven and the contract total amount is \$1,733,442.12 which will be funded by Federal HOME funds.</i> <i>Committee Member Peters congratulated Ms. Wilson on being appointed</i>							

Community Development Director.

Text of Legislative File 2023-047

CITY OF HIGH POINT

AGENDA ITEM

**Title: Contract Amendment - Cedrow Affordable Housing Project**

From: Thanena S. Wilson, Director
Community Development & Housing

Meeting Date: February 6, 2023

Public Hearing: N/A

Advertising Date: N/A
Advertised By:

Attachments: Site Plan
House Design

PURPOSE:

The Community Development and Housing Department proposes to amend the executed contract with Community Housing Solutions (CHS) in the amount of \$246,553.56 to add the construction of an additional unit at 506 Rolling Green Drive in the Cedrow Affordable Housing Project. This will bring the total number of units under the contract to seven, and the contract total to \$1,733,442.12.

BACKGROUND:

There is additional grading work that will need to be completed for one of the six lots in the original contract causing a delay in the construction start. Conveyance of the six lots was approved by City Council on January 17, 2023, and the 10-day public notice was published making a substitution of lots infeasible. Therefore, adding this unit sooner than planned will allow CHS to keep construction moving according to the project timeline for completion of six units.

BUDGET IMPACT:

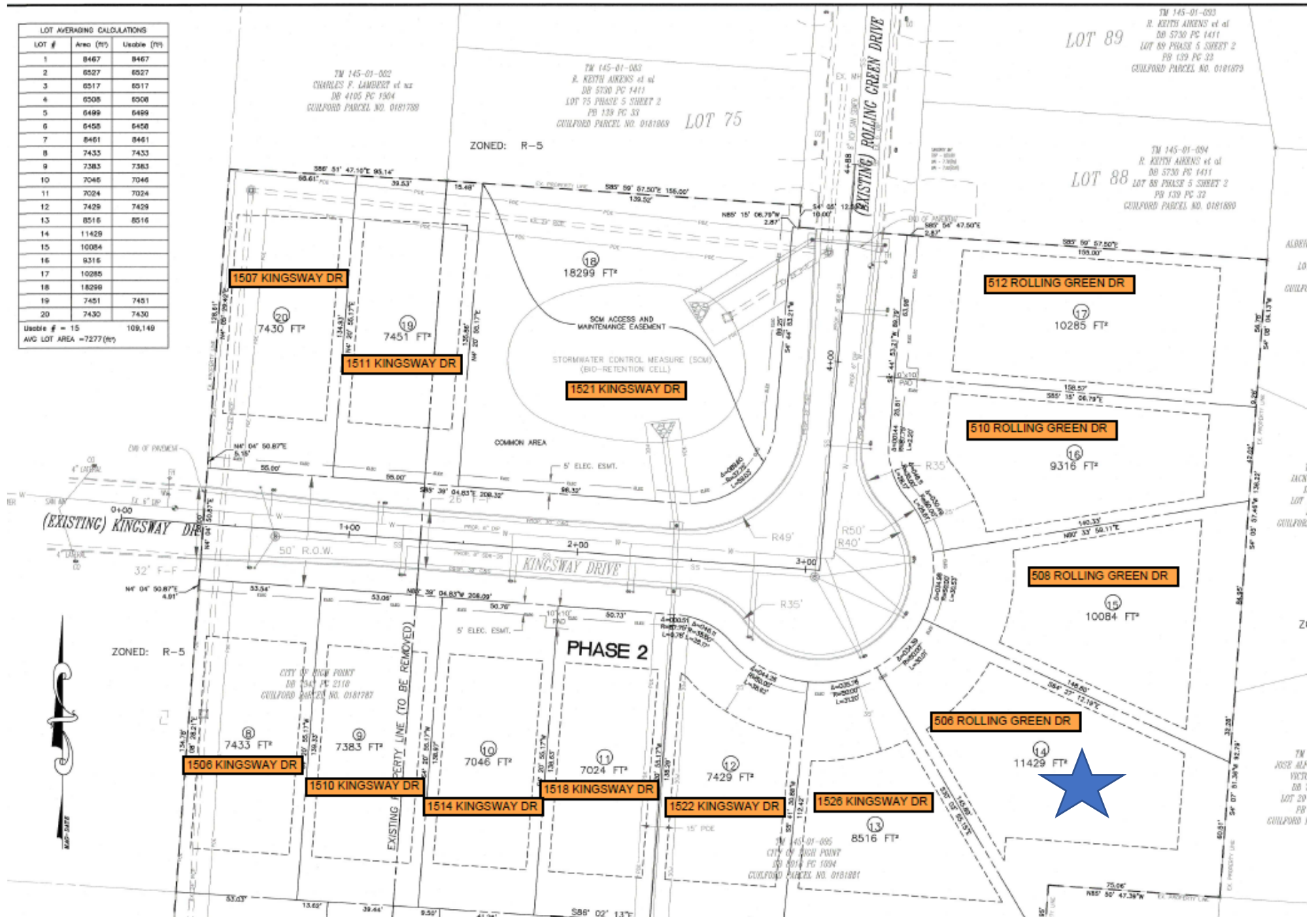
The funding source for this project will be federal HOME funds and there are sufficient funds in the FY2022-23 budget.

RECOMMENDATION / ACTION REQUESTED:

The Community Development and Housing Department recommends approval of the contract amendment and that the appropriate City official and/or employee be authorized to execute all necessary documents.

CEDROW DRIVE PROJECT

LOT AVERAGING CALCULATIONS		
LOT #	Area (sq)	Usable (sq)
1	8467	8467
2	8527	8527
3	8517	8517
4	8508	8508
5	8499	8499
6	8458	8458
7	8461	8461
8	7433	7433
9	7383	7383
10	7046	7046
11	7024	7024
12	7429	7429
13	8516	8516
14	11429	
15	10084	
16	9316	
17	10285	
18	18299	
19	7451	7451
20	7430	7430
Usable # = 15		109,149
AVG LOT AREA = 7277 (sq)		



TightLines Designs

creating great places to live

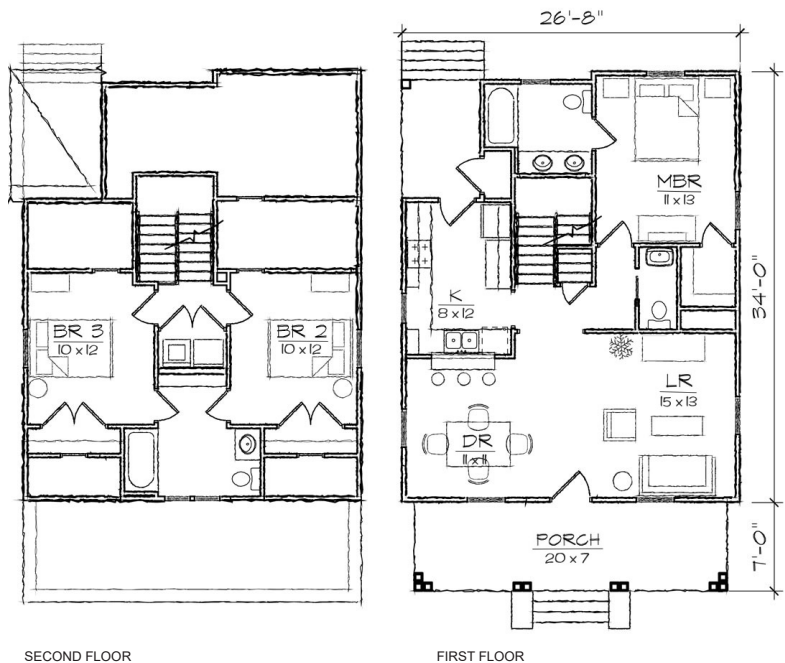


Bailey II

This one and one half story bungalow style home of 1250 square feet features a large open living and dining area and a first floor master bedroom suite. The plan includes a total of three bedrooms, two and a half bathrooms, and an L-shaped galley kitchen with a breakfast bar that opens to the dining room. The second floor offers two bedrooms, a shared bathroom, the laundry area, and abundant easily accessible storage.

The Arts and Crafts inspired exterior offers a side to side gabled roof and a front gabled dormer, covered front and rear porches, and exterior storage room. At 26'-8" it is ideally suited for a narrow lot.

*Also available: Bailey I, Bailey III.
Modifications available upon request.*



Specifications

bedrooms: 3	square footage: 1250	roof pitch: 9/12
bathrooms: 2.5	1st floor ceiling: 9'	width: 26' 8"
stories: 2	2nd floor ceiling: 8'	depth: 41'



City of High Point

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

Master

File Number: 2023-046

File ID: 2023-046

Type: Ordinance

Status: Committee
Recommended
Approval

Version: 1

Reference:

In Control: Finance Committee

File Created: 01/27/2023

File Name:

Final Action:

Title:

Notes:

Sponsors:

Enactment Date:

Attachments: 12. Ordinance - American Rescue Plan Act (ARPA)
Project Funding

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: bobby.fitzjohn@highpointnc.gov

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Finance Committee	02/02/2023	Committee Recommended Approval				Pass

Notes: *Eric Olmedo, Assistant City Manager, provided the staff report for this item. He provided a background noting the City of High Point was awarded \$22,699,511 in American Rescue Plan Act Funds (ARPA). He explained \$13,837,427 remains unallocated and staff recommends allocating funds for the following:*

- Homeless Day Shelter - \$2,000,000
- Foxwood Meadows alternate access - \$990,000
- Shared Use Commercial Kitchen - \$2,000,000
- 300 Oak Street upfits - \$3,000,000

He stated the total for these projects is \$7,990,000 with a remaining balance of ARPA funds of \$5,847,426. He stated in addition to requesting approving allocating funds, staff is asking approval of the community application

process for ARPA funds and approve the grant project ordinance amendment for ARPA Funds.

Tasha Logan Ford, City Manager stated staff is requesting approval of the application process with the intent of bringing fund suggestions back to Council for approval. She explained the application process would begin in March with a deadline of April or May and guidance provided to Council in June with the budget process.

Text of Legislative File 2023-046

CITY OF HIGH POINT

AGENDA ITEM



Title: ARPA Project Funding

From: Eric Olmedo, Assistant City Manager

Public Hearing: No

Attachments:

Meeting Date: February 6, 2023

Advertising Date:

Advertised By:

PURPOSE:

To allocate American Rescue Plan Act (ARPA) funds for city projects.

BACKGROUND:

The City of High Point was awarded \$22,699,511 in American Rescue Plan Act funds. City Council allocated \$5,862,085 to fund critical items on Monday, February 7, 2022, and approved using \$3,000,000 of the funds to purchase the 300 Oak property on May 3, 2022. To date, \$8,862,085 has been allocated and \$13,837,426 remains unallocated.

Staff recommends that the City Council allocate funding for several priority projects listed below:

- Homeless Day Shelter - \$2,000,000
- Foxwood Meadows alternate access - \$990,000
- Shared Use Commercial Kitchen - \$2,000,000
- 300 Oak Street upfits - \$3,000,000

The total for these projects is \$7,990,000. If allocated, the remaining available balance of these funds will be \$5,847,426. As with previous ARPA allocation, to reduce the administrative burden of federal uniform guidance, ARPA funds will be allocated for government services, freeing up the funding needed for the above projects.

Staff also recommends that if a community application process to apply for ARPA funds is approved by Council, that a total dollar amount for these grants is determined and communicated to the applicants before the grant applications are released. Staff recommends a process that requires applications to be due in mid-April, a Council Committee reviews and makes funding recommendations in mid-May, and that the funding decisions are adopted with the FY 2024 Budget in June.

BUDGET IMPACT: The available ARPA available balance is \$13,837,426. There is no local budget impact. These are 100% federal funds.

RECOMMENDATION / ACTION REQUESTED:

1. Staff recommends and asks City Council to approve the community application process for American Rescue Plan Act (ARPA) funds, as outlined above.
2. Staff recommends and asks City Council to approve the grant project ordinance amendment for the use of American Rescue Plan Act (ARPA) for government services.
3. Staff recommends and asks City Council to approve the budget ordinance amendment for the homeless day shelter (\$2,000,000), Foxwood Meadows alternate access project (\$990,000), shared use commercial kitchen (\$2,000,000), and 300 Oak Street upfits (\$3,000,000).

“AN ORDINANCE AMENDING THE GRANT PROJECT ORDINANCE OF THE CITY OF HIGH POINT,
NORTH CAROLINA FOR THE AMERICAN RESCUE PLAN ACT OF 2021:
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS
FOR GOVERNMENT SERVICES

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

Section 1. The Grant Project Ordinance of the City of High Point for the American Rescue Plan Act of 2021: Coronavirus State and Local Fiscal Recovery Funds should be amended as follows:

(A) That the following expenditures be amended as follows

Government Services	\$7,990,000
Unassigned	-7,990,000

Section 2. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict

Section 3. That this ordinance shall be effective from and after its passage.”

Adopted by High Point City Council, this the 6th day of February 2023

Mayor, Jay W. Wagner

ATTEST

Sandra Keeney,
City Clerk

“AN ORDINANCE AMENDING THE 2022-2023 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
APPROPRIATING FUNDING FOR THE HOMELESS DAY SHELTER, FOXWOOD MEADOWS
ALTERNATE ACCESS, SHARED USE COMMERCIAL KITCHEN, AND 300 OAK STREET UPFITS

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

Section 1. The proposed amendment appropriates \$7,990,000 for the homeless day shelter (\$2,000,000), Foxwood Meadows alternate access project (\$990,000), shared use commercial kitchen (\$2,000,000), and upfits at 300 Oak Street (\$3,000,000), utilizing budget freed up by the use of American Rescue Plan Act (ARPA) funds for government services

Section 2. The 2022-2023 Budget Ordinance of the City of High Point should be amended as follows:

(A) That the following expenditures be amended as follows:

General Capital Projects	
Homeless Day Shelter	\$2,000,000
Shared Use Commercial Kitchen	2,000,000
300 Oak Street Upfits	<u>3,000,000</u>
	\$7,000,000
Stormwater Operations	
Foxwood Meadows Alternate Access	\$990,000

(B) That the following revenues be amended as follows:

General Capital Projects	
Transfer from General Fund	\$7,000,000
Stormwater Operations	
Transfer from General Fund	\$990,000

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

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

Adopted by High Point City Council, this the 6th day of February 2023

Mayor, Jay W. Wagner

ATTEST

Sandra Keeney,
City Clerk



City of High Point

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

Master

File Number: 2023-002

File ID: 2023-002

Type: Ordinance

Status: Committee
Recommended
Approval

Version: 1

Reference:

In Control: Community
Development
Committee

File Created: 12/29/2022

File Name:

Final Action:

Title: **Ordinance - Demolition of Dwelling - 508 Saunders Pl.**

Adoption of an ordinance ordering the building inspector to effectuate the demolition of a dwelling located at 508 Saunders Pl.

Notes: Ordinance No. 7892/23-07
Ordinance Book, Volume XXII, Page 209

Sponsors:

Enactment Date:

Attachments: Ordinance Demolition of Dwelling 508 Saunders Pl

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

Related Files:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Community Development Committee	01/10/2023	Committee Recommended Approval				Pass
Notes: <i>Lori Loosemore, Code Enforcement Manager, provided the staff report for this item. She stated this case was originally opened in February 2019. The hearing was conducted on September 2, 2022, in which no one appeared. She explained the difference in time noting they thought there was an estate in which notification was provided and then discovered the estate had been closed, so notification was provided to the heirs. An order to repair or demolish was issued on September 7, 2022, with a date of compliance of October 17, 2022. There are no delinquent property taxes. She stated someone may come for the City Council meeting to be heard regarding this</i>							

item.

In response to Committee Member Hudson, Ms. Loosemore stated a sister to the property owner wrote a letter stating she did not feel the City had done due diligence regarding the property. She noted the tax value is \$41,000 and taxes are paid and the City has been cleaned the property several times.

Chairman Williams asked if there were anyone present to speak for or against this item.

No one was present.

Text of Legislative File 2023-002

CITY OF HIGH POINT

AGENDA ITEM



Title: Ordinance to Demolish – 508 Saunders Pl.

From: Thanena Wilson, Director
Community Development & Housing

Meeting Date: 1/10/2023

Public Hearing: No

Advertising Date:

Advertised By:

Attachments: A. Staff report
B. Ordinance to Demolish
C. Photos
D. Maps

PURPOSE:

A request by Community Development and Housing – Local Codes Section to adopt an ordinance ordering the inspector to demolish the dwelling at 508 Saunders Place.

BACKGROUND:

After a Complaint and Notice of Hearing was issued and a hearing held, an Order to Repair or Demolish was issued on 9/7/2022. No action occurred by the compliance date of 10/17/2022. The necessary repairs to the dwelling exceed its current tax value and the demolition is warranted.

BUDGET IMPACT:

Funds are available in the Department budget for the demolition and asbestos testing of the structure(s), and for the asbestos removal if present.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends the adoption of the requested ordinance to demolish this single family dwelling and all outbuildings on the property.

PENDING ACTION:

The ordinance becomes effective from the date of adoption. If there is no action by the property owner by the effective date of the ordinance, then asbestos testing and the demolition bid process will begin and the structure will be removed by the City. After City demolition, the property owner is billed for the cost. If the bill is unpaid, the City places a lien on the property.

**COMMUNITY DEVELOPMENT AND HOUSING
CODE ENFORCEMENT
HOUSING ENFORCEMENT DIVISION**

**ORDINANCE
REQUEST:**

Ordinance to Demolish

**PROPERTY
ADDRESS:**

508 Saunders Pl.

OWNER:

Estate of J. Earline Evans

**REASON FOR
INSPECTION:**

Inspector observed condition of the property

**FIRST
INSPECTION:**
2/22/2019

Summary of Major Violations

1. Repair or replace front porch ceiling & roof
2. Repair or replace defective flooring living room & kitchen
3. Repair or replace ceiling material throughout (loose & holes)
4. Repair or replace holes in walls throughout
5. Treat exterior with protective coating

**HEARING
RESULTS:**
9/2/2022

No one appeared for the Hearing. It was determined there are several violations of the Minimum Housing Code. There are multiple violations of the minimum housing code in the house that make it unsafe. In its present state, necessary repairs to the dwelling exceed 65% of the value of the structure.

**ORDER(S)
ISSUED:**
9/7/2022

Order to Repair or Demolish
Date of Compliance 10/17/2022

APPEALS:

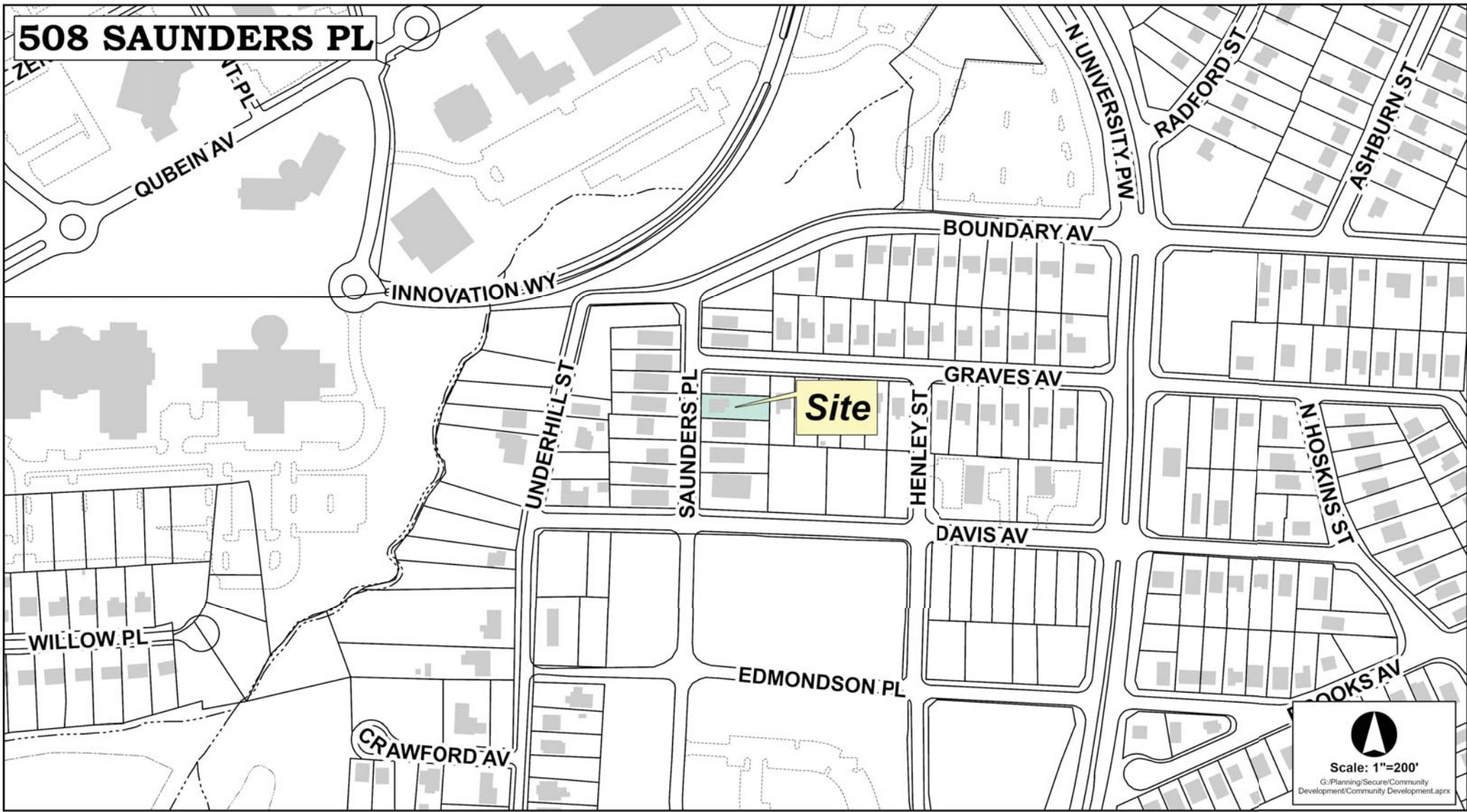
None

**OWNER
ACTIONS:**

None

ADDITIONAL:

No delinquent property taxes.



ORDINANCE

AN ORDINANCE REQUIRING THE BUILDING INSPECTOR OF THE CITY OF HIGH POINT TO DEMOLISH CERTAIN PROPERTY PURSUANT TO ARTICLE 19 OF THE GENERAL STATUTES OF NORTH CAROLINA; AND, TITLE 9, CHAPTER 11, ARTICLE E, OF THE MINIMUM HOUSING CODE OF THE CITY OF HIGH POINT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT:

SECTION 1: That the City Council of the City of High Point finds as a fact that the following described property has been ordered to be demolished, and it further finds as a fact that the owner has been ordered to demolish said building at his expense and said Owner has failed to comply with said order.

SECTION 2: That the Inspector of the City of High Point is hereby authorized and directed to proceed with the demolition of the following described building in accordance with code of Ordinances: and, Article 19 of Chapter 160A of the General Statutes of North Carolina.

PROPERTY LOCATION

OWNER (S)

508 Saunders Pl.

Estate of Earline Evans
2918 Ridgewood Dr.
Christina, TN 37037

SECTION 3: That all ordinances or parts of ordinances in conflict with the provisions of this ordinance, are hereby repealed.

SECTION 4: That this ordinance shall become effective from and after its passage as by Law provided.

Adopted by City Council,
This the 17th day of January, 2023

Sandra Keeney, City Clerk



28 Dec 2022



31 October 2022



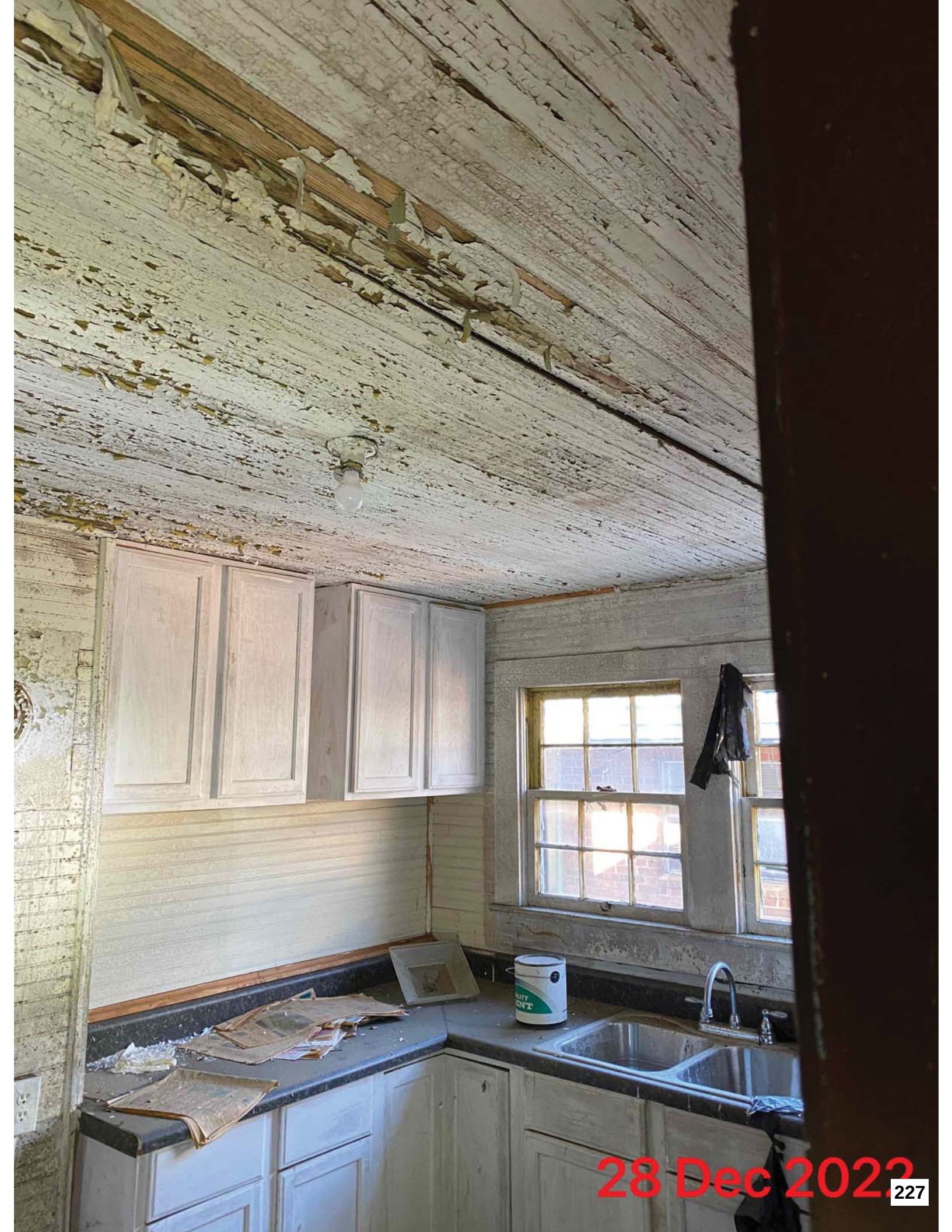
28 Dec 2022



28 Dec 2022



31 October 2022



28 Dec 2022



28 Dec 2022



28 Dec 2022



28 Dec 2022



28 Dec 2022



City of High Point

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

Master

File Number: 2023-043

File ID: 2023-043

Type: Resolution

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 01/26/2023

File Name:

Final Action:

Title: **Resolution of Intent, Street Abandonment 22-02**

Approval of a Resolution of Intent that establishes a public hearing date of March 20, 2023, to consider a request by Debora Saunt and Jesse Saunt to abandon (close) the southern 260± feet of the Motes Court right-of-way (ROW). This southern portion of Motes Court (SR 1188) is a partially improved ROW located within the City of High Point's extraterritorial jurisdiction (ETJ) Area, east of the intersection of Baker Road and Cox Avenue. The portion of Motes Court to be abandon is located approximately 725 feet south of the intersection of Cox Avenue and Motes Court, lying between 1436 and 1433 Motes Court (lying between Guilford County Tax Parcels 157963 and 157944).

Notes: Resolution No. 2080/23-06

Resolution Book, Volume XXI, Page 125

Sponsors:

Enactment Date:

Attachments: Street Abandonment Resolution of Intent
(SA-22-02).pdf

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: genine.solis@highpointnc.gov

Effective Date:

Related Files:

History of Legislative File

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

Text of Legislative File 2023-043

CITY OF HIGH POINT

AGENDA ITEM



Title: Resolution of Intent for Street Abandonment

Street Abandonment Case 22-02 (southern portion of Motes Court)
(*Debora Saunt and Jesse Saunt*)

From: Sushil Nepal, AICP
Planning & Development Director

Meeting Date: February 6, 2023

Public Hearing: No

Advertising Date: Not applicable

Advertised By: Not applicable

Attachments: A. Resolution of Intent for Street Abandonment 22-02
B. Map of right-of-way proposed to be abandoned

PURPOSE:

A request for the City Council to approve a Resolution of Intent that establishes a public hearing date to hear a request to abandon (close) the southern 260± feet of the Motes Court right-of-way (ROW). This southern portion of Motes Court (SR 1188) is a partially improved ROW located within the City of High Point's extraterritorial jurisdiction (ETJ) Area, east of the intersection of Baker Road and Cox Avenue. The portion of Motes Court to be abandoned is located approximately 725 feet south of the intersection of Cox Avenue and Motes Court, lying between 1436 and 1433 Motes Court (lying between Guilford County Tax Parcels 157963 and 157944).

BACKGROUND:

Resolution of Intent for Street Abandonment 22-02 is enclosed.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

Advertisement to the public, in the form of a legal ad, is required to run in the newspaper four consecutive weeks for a street abandonment request. Staff recommends City Council set a public hearing date of Monday, March 20, 2023, for this request.

Publish four (4) consecutive weeks: February 14, 21 & 28, 2023 and March 7, 2023

**RESOLUTION OF INTENT TO CONSIDER
STREET ABANDONMENT
(southern portion of Motes Court)
(SA-22-02)**

WHEREAS, the City Council has been petitioned by Debora Saunt and Jesse Saunt to abandon (close) the southern 260± feet of the Motes Court right-of-way (ROW). This southern portion of Motes Court (SR 1188) is a partially improved ROW located within the City of High Point's extraterritorial jurisdiction (ETJ) Area, east of the intersection of Baker Road and Cox Avenue. It lies along the south side of Cox Avenue and runs in a general north – south direction. The portion of Motes Court that is proposed to be abandoned 1) lies approximately 725 feet south of Cox Avenue; 2) consists of a 50 foot wide right-of-way that is partially improve (only the northern 35 feet is improved) and 3) consist of the southern 260 feet of the Motes Court ROW lying between 1436 and 1433 Motes Court (lying between Guilford County Tax Parcels 157963 and 157944).

WHEREAS, G.S. 160A-299 requires the Council to first adopt a resolution declaring its intent to abandon the above right-of-way and calling a public hearing on the question;

NOW, THEREFORE BE IT RESOLVED, THAT THE COUNCIL declares its intent to consider the abandonment of the right-of-way above described and sets Monday, March 20, 2023, at 5:30 p.m. as the date for said public hearing before the Council in the Council Chamber of the Municipal Building in High Point.

Any interested party will be permitted to be heard at the public hearing. The meeting facilities of the City of High Point are accessible to people with disabilities. If you need special accommodations, please call (336) 883-3328 or 711 for the Telecommunications Relay Service.

Further information pertaining to this request is available at the Planning and Development Department in Room 316 of the Municipal Office Building, 211 South Hamilton Street, High Point, North Carolina, (336) 883-3328.

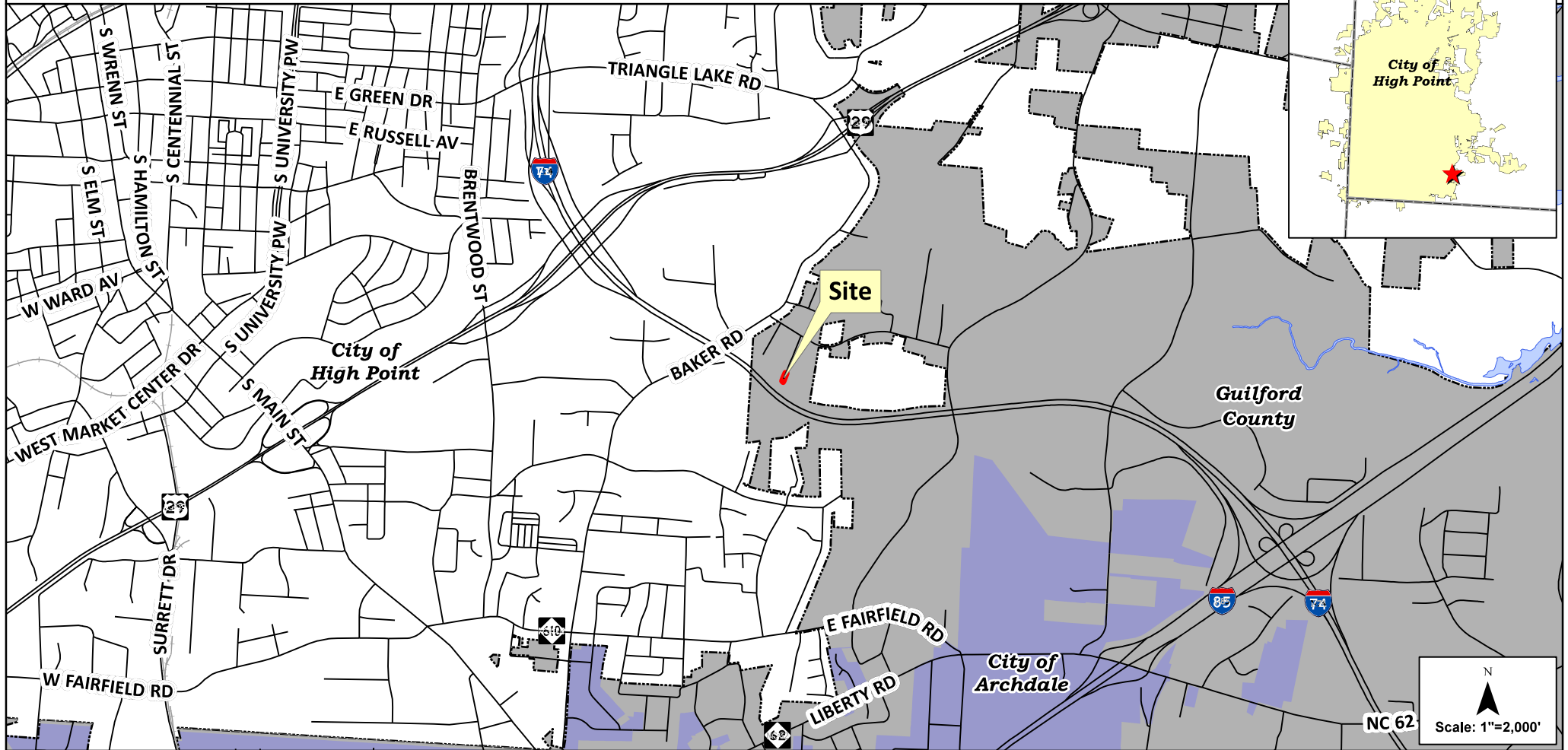
By Order of the City Council
This the 6th day of February, 2023.

Sandra R. Keeney, City Clerk

Petition Submitted by: Debora Saunt and Jesse Saunt

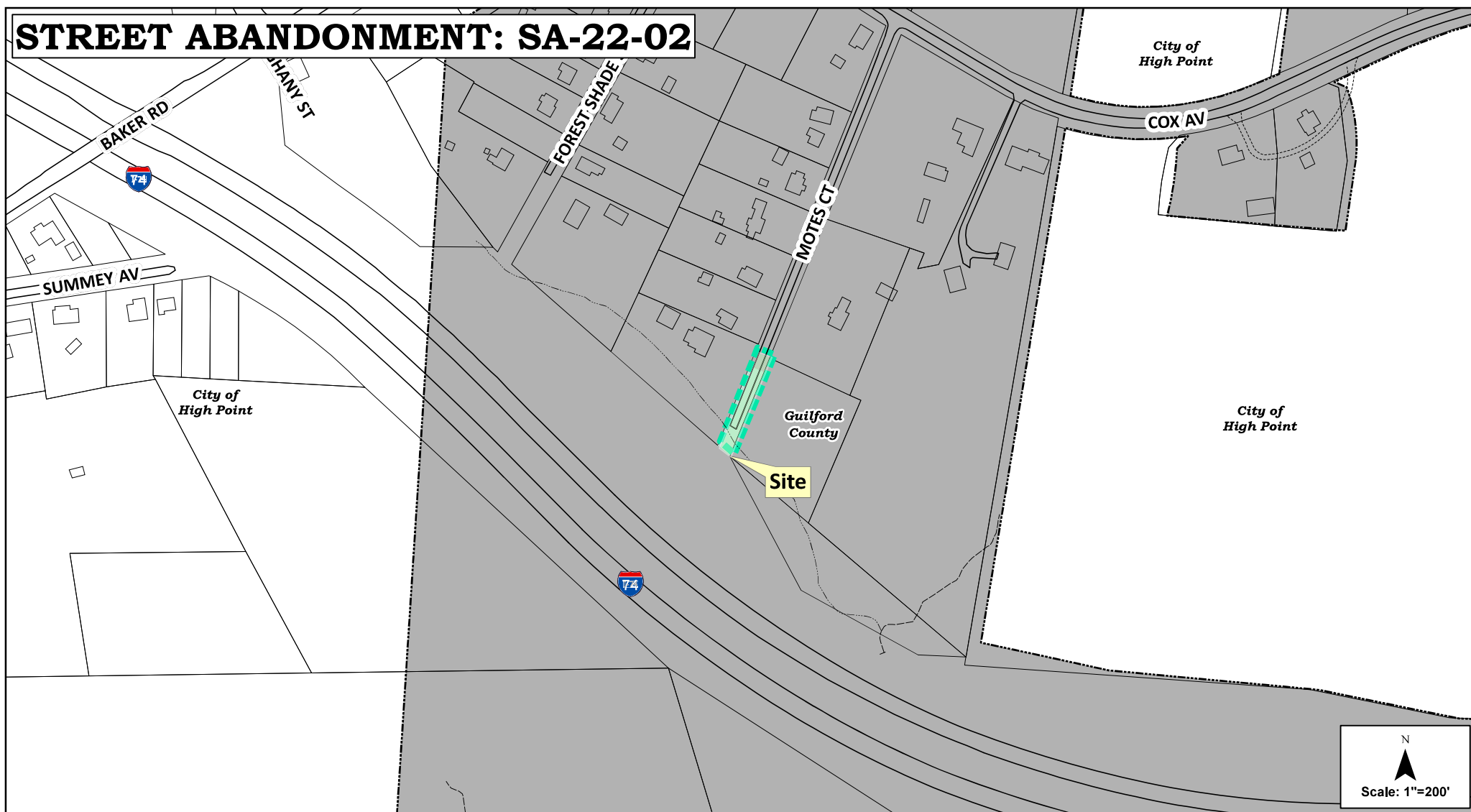
LOCATION MAP

ZONING MAP AMENDMENT: SA-22-02
Applicant: Jesse and Debora Saunt



G:\Planning\Source\Board Action Cases\Street Abandonment\2023\Street Abandonment_2023.aprx

STREET ABANDONMENT: SA-22-02



STREET ABANDONMENT: SA-22-02





City of High Point

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

Master

File Number: 2023-039

File ID: 2023-039

Type: Miscellaneous Item

Status: To Be Introduced

Version: 2

Reference:

In Control: City Council

File Created: 01/25/2023

File Name:

Final Action:

Title: Boards and Commissions - Theatre Advisory Board

Council is requested to confirm the appointment of Lauren Matolsz and reappointments of Oliver Helsabeck and Leslie Graham to the Theatre Advisory Board to be effective immediately with terms expiring June 1, 2025.

Notes:

Sponsors:

Enactment Date:

Attachments: Theatre Advisory Board - Appointment and Reappointments, MATLOSZ, Lauren

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

Related Files:

History of Legislative File

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

Text of Legislative File 2023-039

CITY OF HIGH POINT

AGENDA ITEM



Title: Appointment and Reappointments – Theatre Advisory Board

From: City Clerk's Office

Meeting Date: February 6, 2023

Public Hearing: No

Advertising Date N/A

Advertised By:

Attachments: Application

PURPOSE: To confirm appointment and reappointments to the Theatre Advisory Board.

BACKGROUND: Council Member Hudson, the Liaison for the Theatre Advisory Board, is recommending the appointment of Lauren Matolsz to fill a vacant position to be effective immediately with term expiring June 1, 2025, and reappointments of Oliver Helsabeck and Leslie Graham to be effective immediately with terms expiring June 1, 2025.

BUDGET IMPACT:

RECOMMENDATION / ACTIONS REQUESTED: Council is requested to confirm the appointment of Lauren Matolsz and reappointments of Oliver Helsabeck and Leslie Graham to the Theatre Advisory Board to be effective immediately with terms expiring June 1, 2025.

Profile

Lauren

First Name

Matlosz

Last Name

lematlosz@gmail.com

Email Address

2917 Eagle Pointe Drive

Street Address

Suite or Apt

High Point

City

NC

State

27265

Postal Code

Home: (336) 491-9152

Primary Phone

Alternate Phone

The University of North Carolina
Greensboro

Employer

Which Boards would you like to apply for?

Theatre Advisory Board: Submitted

Ward you reside in?

Interests & Experiences

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

From 2008-2016 I volunteered as a "Junior Interpreter" at the High Point Historic Museum. From 2016-2019 I attended Lees-McRae College and earned a degree in Theatre Arts with a minor in Communications. From 2014-2019 I worked with multiple theatres, including but not limited to: Ensemble Stage (Banner Elk, NC) and Kernersville Little Theatre (Kernersville, NC). I currently work at UNCG in the Department of Interior Architecture which houses the Post-Baccalaureate Historic Preservation Certificate.

[Lauren_Matlosz_Resume_2022.docx.pdf](#)

Upload a Resume

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

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

Gender *

☒ Female

LAUREN MATLOSZ

336-491-9152 / LEMatlosz@gmail.com

WHAT I BRING TO YOUR ORGANIZATION

- ❖ Adaptability
- ❖ Attention to detail
- ❖ A sense of humor
- ❖ Ability to communicate clearly
- ❖ Excellent interpersonal skills
- ❖ Creative problem solving

EXPERIENCE

2022-Present

University of North Carolina Greensboro - Business Manager

Primary job function is to support the faculty of the Department of Interior Architecture (IARc). Created forms and templates used for recruiting events, maintained a list of alumni from 1971-present as well as consistently reaching out to keep our records updated. Maintaining budget information for over 20 accounts with active funds totaling over one million dollars. Keeping records confidential and following all FERPA guidelines when creating paperwork or sending emails. Scheduling courses for students to enroll in. Creating paperwork and documenting all student and faculty work for the impending CIDA Accreditation visit (2025). Speak with students and interested parties about the IARc Department, give tours and assist with registration. Collecting applications to the department to be distributed to the proper admissions committees for review. Maintaining communal spaces, organizing the office and ordering supplies as needed.

2021 – 2022

Affinity Integrated Solutions – Administrative Assistant

Served as liaison between sales, operations and service departments by setting up customer accounts, getting funding in place and troubleshooting customer issues. During my time with AIS, I had taken on the responsibilities of lead admin and was recognized with the company's annual "AIS All Star" award. Created the admin training manual, trained new administrative staff, answered phone calls, helped troubleshoot different kinds of security, video and automation equipment over the phone. Kept customers calm in emergency situations. Discretion with customers' personal account information. Coordinated schedules across multiple time zones for 13 different markets and upwards of 20 technicians. Created and maintained company call sheets. Helped with account cancellations and relocations. Created and maintained multiple spreadsheets for various departments. Worked with difficult customers while maintaining composure. Helped transition the company through multiple new financing systems and administrative software. Helped maintain a positive work atmosphere. Liaison between AIS, ADT, our multiple dealers, our sister company, monitoring center and financing partners. Processed data entry, including but not limited to sales orders, consumer financial information, order history, as well as retention of electronic filing of cash reconciliation and logs. Created and implemented new practices that streamlined various projects and processes.

2020 – 2021

Hobby Lobby – Customer Service Manager

Assisted and answered customer questions in store and over the phone, built and maintained product displays for seasonal and home decor freight, cut fabric, frequently ran a register for both purchases and returns, helped train new hires, set new layouts, ordered for multiple departments and calmly diffused customer conflict. Since June, 2020 I have worked as a seasonal associate mainly in Home Decor, was promoted to a Floral Lead (September, 2020), was transitioned to the Art and Hobbies Lead (December, 2020) and transitioned to the #1 store in NC as the Customer Service Manager (March 2021) .

2019 – 2020

Carnival Cruise Line – Onboarding

I was offered a contract with Carnival Cruise Line and completed their 4-month onboarding process in March 2020. I've decided not to pursue this opportunity. During this time, I also completed courses in Spanish and Concert & Venue Management at GTCC.

2017 – 2019

Ensemble Stage – Stage Manager and Front of House Manager

Stage managed nine productions which included maintaining a clean and calm rehearsal space, coordinating schedules, serving as communication liaison for everyone involved in the production, creating meeting minutes, submitting reports, social media, and event management on show days. Served as Front of House Manager for four productions which included coordinating volunteers, managing guest services, supervising concessions and troubleshooting any problem that may arise.

2008 – 2016

High Point Historical Museum - Junior Interpreter

Responsible for supporting the museum staff, giving tours to museum guests, demonstrating various local customs and traditions, and training new volunteers. This volunteer position required a friendly, professional attitude while interacting with the general public. Initial training was 60 hours over 2 weeks.

EDUCATION

2016 - 2019

Lees-McRae College, Banner Elk, NC 28604

Degree: Bachelor of Arts (Honors College)

Major: Theatre Arts (Stage Management) Minor: Communication Arts

- Alpha Psi Omega Honor Society (2017 – 2019) – served as Treasurer
- Peer-nominated awards for Outstanding Technician (twice) and Outstanding Manager
- President's Award for Educational Excellence, 2017
- Dean's List for three out of six semesters
- Teaching Assistant for Stage Management course
- Selected to attend *Women in Leadership* retreat and 3 SETC conferences
- Participated in 10 productions as production stage manager, director, front of house manager, and a variety of technical roles.
- Work Study for one year in the technical studio.

2014 - 2016

Dual-Enrollment leading to Associate of Arts degree

- Completed courses at several colleges while in high school – UNCG, Gallaudet University, UNC School of the Arts, Forsyth Technical CC, and Guilford Technical CC
- Graduated from Guilford Technical Community College with an Associate of Arts degree
- Completed coursework required for a minor in American Sign Language
- Dean's List and President's List
- Prudential Spirit of Community Award, 2015 one of three state finalists
- Girl Scout Gold Award, National Honor Society, Beta Club

TECHNOLOGY / OTHER SKILLS

Apple and Windows operating systems, Microsoft Office, Microsoft Word, Microsoft Excel, Microsoft Powerpoint, Microsoft Teams Google Workspace, Google Drive, Google Docs, Google Sheets, Google Presentation, Google Calendar, Google Hangouts, Google Forms, Gmail, Box, DropBox, Hootsuite, Facebook, Twitter, Instagram, Pinterest, LinkedIn, Snapchat, Slack, Skype, Zoom, AutoCAD, Adobe Cloud, Photoshop, Lightroom, Illustrator, Banner9, DegreeWorks, Argos, SecurityTrax, Alarm.com, Alarm.com Mobile Tech. Languages: English (Primary, Fluent) American Sign Language (Fluent), Norwegian (Basic).



City of High Point

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

Master

File Number: 2023-044

File ID: 2023-044

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 01/26/2023

File Name:

Final Action:

Title: **Boards and Commissions - High Point Economic Development Corporation**

Council is requested to approve the appointment of Brenda Deets to the High Point Economic Development Corporation to be effective immediately with term expiring December 31, 2023.

Notes:

Sponsors:

Enactment Date:

Attachments: High Point Economic Development Corporation -
Appointment, DEETS Brenda 2023 Ward 5

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

Related Files:

History of Legislative File

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

Text of Legislative File 2023-044

CITY OF HIGH POINT

AGENDA ITEM



Title: Boards and Commission Appointment – High Point Economic Development Corporation

From: City Clerk's Office

Meeting Date: February 6, 2023

Public Hearing: No

Advertising Date: N/A
Advertised By:

Attachments:

PURPOSE: To confirm appointment to the High Point Economic Development Corporation.

BACKGROUND: Mayor Wagner is recommending the appointment of Brenda Deets to the High Point Economic Development Corporation to be effective immediately with term expiring December 31, 2023. Ms. Deets will replace Royale Wiggin.

BUDGET IMPACT:

RECOMMENDATION / ACTION REQUESTED: Council is requested to approve the appointment of Brenda Deets to the High Point Economic Development Corporation to be effective immediately with term expiring December 31, 2023.

Profile

Brenda

First Name

Deets

Last Name

deets@northstate.net

Email Address

4221 Brentonshire Ln

Street Address

Suite or Apt

High Point

City

NC

State

27265

Postal Code

Home: (336) 812-8677

Primary Phone

Business: (336) 887-2188

Alternate Phone

Citizens Bank

Employer

Which Boards would you like to apply for?

One High Point Commission: Submitted

Ward you reside in?

5

Interests & Experiences

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

I am interested in getting involved in the community. I am interested in serving on the boards that impact growth and development in the city.

[Deets_resume.docx](#)

Upload a Resume

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

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

interested in doing so

Gender *☒ Female

Brenda Deets

Financial Services Professional

336.887.2188

deets@northstate.net

[linkedin.com/BrendaDeets](https://www.linkedin.com/BrendaDeets)

Over twenty years of progressively responsible management, predominantly in the Financial Services industry, including Business Development, Finance and Operations with proven abilities to motivate and develop highly effective staff and line personnel.

Expense management, portfolio analysis, and operations oversight experience, producing results during assignments in progressive roles at top fifteen banks.

Exceptional relationship-building skills and experience working collaboratively with vendors and internal sales, finance and compliance staff.

PROFESSIONAL EXPERIENCE

Vice President, Business Performance Analytics

Citizens Bank – July 2014 - Present

Responsible for selection, oversight and performance of default vendors in the mortgage portfolio. This includes, but is not limited to, vendor contract negotiation, selection, writing and offering of RFPs (Request for Proposals), leading strategic business reviews, accompanying compliance and data security reviews and leading remediation efforts, collaborating with business lines to identify key performance metrics and regulatory work requirements. Accomplishments include:

- Created and led vendor summit held for all Mortgage Vendors. This is now an annual event and I lead planning which includes venue, agenda, summit events
- Authored vendor engagement model procedures
- Implemented strategic work flows to monitor vendor and business performance
- Created vendor performance scorecards
- Located and led introduction of software solution to document and monitor vendor management tasks

Senior Business Development Manager

DCM Services, Minneapolis MN July 2013 – July 2014

Responsible for identification of clients, opportunities and to generate new business for DCM Services. This included, but was not limited to, building and maintaining a target list of prospective clients, providing presentations to prospective clients, "cold calling" prospective clients, and having a

SKILLS

Dedicated and conscientious work ethic, demonstrated ability to work independently and as participating member in team environment

Remote assignments held and professionally managed over the last eleven years

Financial Planning and Profit Analysis

Microsoft Office programs

Compliance and Regulatory metrics

Business Development and Account Management

Customer Engagement

Development and oversight into performance and SLAs

Vendor Relations and Contract Negotiation

Employee Development and Engagement

HIGHLIGHTS

January 2019- present Co-pillar lead of Citizens' Business Resource Group PRISM, multicultural group dedicated to highlighting career opportunities for colleagues, financial literacy for communities and volunteer events in Citizens' footprint

April 2019 recognized as Citizens Credo champion, given to top 3% of colleagues recognizing performance and living values

Financial responsibility for portfolios of varying sizes from \$500 million to \$3.6 billion

Achieved record sales in multiple markets (large banks, credit unions, auto) up to **40% sales growth over period of two years**

thorough understanding of the products and solutions offered by DCM Services.

Specific responsibilities included but were not limited to:

- . Understanding the prospect's business need and tailor a solution to meet those needs
- . Develop and maintain a current prospect database (Salesforce) within specified business sectors that generate effective leads and exceed sales targets for the business
- . Develop a sales contact plan to include cold calling, direct marketing, and attending industry events to build relationships with key prospects
- . Respond to incoming Requests for Information (RFI), Requests for Proposals (RFPs) in a prompt and creative manner
- . Work closely with colleagues to identify common new business prospects and cross-sell data and contact management solutions
- . Represent DCM Services at industry events, including round tables, booths, speaking forums and new business events
- . Work closely with Marketing to identify appropriate go to market messaging for specific business sectors

Strengths/What I bring to this role:

- . Broad and thorough knowledge of collections and data processes
- . Ability to manage and track lead generation and sales pipeline through CRM system
- . Ability to interact with and influence multiple levels of management
- . Ability to develop and maintain deep professional relationships
- . Proven ability to grow the business and maintain revenue goals

Senior Account Manager, Business Development

DCM Services, Minneapolis MN March 2007 – July 2013

This position is accountable for maintaining relationships with major clients, through collaboration with Marketing, Operations, Technology and Compliance to ensure that all performance deliverables are met; understanding of all product lines; seek opportunities to increase market share and provide other lines of service to the client. Responsibilities also include assisting and taking the lead in offering services to major prospects (each client revenues are greater than \$1,000,000 annually)

Specific responsibilities included but were not limited to:

- . Establishing on-going communications with clients, including new client set up and performance items.
- . Capitalizing on market share opportunities
- . Introducing multiple lines of services
- . Educating clients on DCM Services' proprietary probate model
- . Collaborating with Marketing, Operations, Technology, and Compliance to ensure optimal client performance.
- . Maintain/develop client and prospect database. Respond to and follow up on sales inquiries by telephone and personal visits.
- . Maintain professional internal and external relationships that meet company core values
- . Build trust. value others. communicate effectively. drive execution. foster

Recognized as financial industry's "Recovery Manager of the Year"; selected to participate in Menttium 100, a leadership program for women targeted for senior management

EDUCATION

Bachelor of Arts, Economics
University of North Carolina – Chapel Hill

Green belt certified Six Sigma methodology, process improvement

ASSOCIATIONS

American Bankers Association - member

Mortgage Bankers Association – member

Global Society for Female Entrepreneurs

innovation, focus on the customer, collaborate with others, solve problems creatively and demonstrate high integrity.

. Attend and present at external client meetings, internal meetings and other industry events to facilitate the development of profitable business and sustainable relationships.

Results:

increased revenues on two major clients by over 50% through establishing relationships, understanding client needs and influencing probate strategies. Proven abilities to generate leads, develop into viable prospects and close business, through a consultative approach that includes establishing relationships and extending knowledge into a variety of verticals. My sales efforts led to addition of two major credit card clients and extension of relationships with three others.



City of High Point

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

Master

File Number: 2023-040

File ID: 2023-040

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 01/26/2023

File Name:

Final Action:

Title: Minutes to be Approved

Community Development Committee Minutes - October 4, 2022 @ 4:00 p.m.

Prosperity & Livability Committee Minutes - October 5, 2022 @ 9:00 a.m.

Special Meeting of the Finance Committee Minutes - October 13, 2022 @ 3:15 p.m.

Finance Committee Minutes - October 13, 2022 @ 4:00 p.m.

Community Development Committee Minutes - January 10, 2023 @ 4:00 p.m.

Prosperity and Livability Committee Minutes - January 11, 2023 @ 9:00 a.m.

Finance Committee Minutes - January 12, 2023 @ 4:00 p.m.

Special Meeting of the High Point City Council Minutes - January 17, 2023 @ 4:00 p.m.

Regular Meeting of the High Point City Council Minutes - January 17, 2023 @ 5:30 p.m.

Notes:

Sponsors:

Enactment Date:

Attachments: Community Development Committee Meeting Minutes-October 4 2022, Prosperity Livability Committee Minutes-October 5 2022, Special Meeting of the Finance Committee Minutes-October 13, 2022, Finance Committee Minutes-October 13 2022, Community Development Committee Minutes - January 10, 2023, Prosperity Livability Committee Minutes - January 11, 2023, Finance Committee Minutes - January 12, 2023, Special Meeting High Point City Council Meeting Minutes - January 17, 2023, High Point City Council Minutes - January 17, 2023

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

Related Files:

History of Legislative File

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

Text of Legislative File 2023-040



COMMUNITY DEVELOPMENT COMMITTEE
Chaired by Mayor Pro Tem Chris Williams
Members: Williams, Hudson, Jefferson, and Johnson
October 4, 2022 – 4:00 p.m.

CALL TO ORDER

Chairman Chris Williams called the meeting to order at 4:08 p.m. Following roll call, the following attendance by Committee Members was duly noted.

Present (4): Chairman Chris Williams, Committee Member Tyrone Johnson, Committee Member Wesley Hudson; and Committee Member Cyril Jefferson [arrived at 4:14 p.m.]

Staff Present:

Tasha Logan Ford, City Manager; Eric Olmedo, Assistant City Manager; Jeron Hollis, Managing Director; Meghan Maguire, Deputy City Attorney; Katherine Ashburn, Assistant City Attorney; Mary S. Brooks, Interim City Clerk

The following document associated with the presentation, are hereby attached as a permanent part of these proceedings:

1. *Handout-Disposal Options for City-Owned Properties*

PRESENTATION OF ITEMS**2022-472 Update-D-UP Property Conveyance**

Staff will be providing an update regarding D-UP Property Conveyance.

Meghan Maguire, Deputy City Attorney reported that the city currently owned two vacant parcels located at 621 and 627 Washington Street; D-UP, INC., a North Carolina non-profit corporation had requested that the city convey the properties to them for their new Washington Street project (Project); gave an overview and outlined each of the three property disposal options to be considered as followed:

- 1. Option 1: "Donation"/Private Sale with Non-Monetary Consideration*
- 2. Option 2: Competitive Bidding Sale: unless another method of conveyance is specifically authorized, N.C. law requires real property to be disposed without conditions on buyers through one of three competitive bidding procedures.*
- 3. Option 3: Lease-with a total term.*

Committee Member Hudson inquired on the advantage of, Option #3, leasing said property. Ms. Maguire replied and explained the term options for leasing; said that there would be less legal documents; and that the property would have to be used for a public purpose.

Chairman Williams asked what the next steps would be regarding options. Ms. Maguire responded that there would be further discussions with managers and with D-UP, INC., move this matter to full council with a recommendation, provide a public notice (10 days, after council approves, then draft lease), and present a resolution (authorizing city officials to convey said property, and draft deed/legal documents) for approval before council.

Tasha Logan Ford, City Manager noted that the resolution could be adopted at the October 17, 2022 meeting of council.

It was the consensus of the committee to choose option #1- "Donation"/Private Sale with Non-Monetary Consideration.

Committee Member Hudson moved to forward with a favorable recommendation to authorize moving forward with Option #1– Private Sale with Non-Monetary Consideration, with D-UP, INC., to the City Council at the October 17th council meeting. Committee Member Johnson made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 4-0 unanimous vote:

Aye (4): Chairman Williams, Committee Member Hudson, Committee Member Jefferson, and Committee Member Johnson

Committee Member Jefferson said that Washington Street was a great location; to opportunities; using ARPA funds for project that D-UP was doing; and thanked staff for their efforts and due diligence.

REMARKS FROM COMMITTEE MEMBERS

Chairman Williams voiced concerns regarding feedback from the community for affordable housing; investors/landlords (out of state-in state) out bidding homebuyers; to continuing the due diligence and code enforcement/property complaints; to having further discussion regarding resolutions for community concerns; and inquired on the statistics regarding complaints since investors have been purchasing homes.

Ms. Logan Ford advised the committee that staff would provide more information regarding statistics.

ADJOURNMENT

There being no further business to come before the Committee, the meeting adjourned at 4:35 p.m.

Respectfully Submitted:

Christopher Williams, Chairman

Attest:

Mary S. Brooks, CMC
Interim City Clerk

PROSPERITY & LIVABILITY COMMITTEE
Chaired by Council Member Hudson
Committee Members: Hudson, Holmes, Jefferson, and Peters
OCTOBER 5, 2022 – 9:00 A.M.
COUNCIL CHAMBERS – MUNICIPAL BUILDING

MINUTES

CALL TO ORDER

Chairman Hudson called the meeting to order at 9:00 a.m.

The following Committee Members were **Present (3)**:

Chairman Wesley Hudson, Committee Member Cyril Jefferson, and Council Member Britt Moore-Alternate

The following Committee Member was **Absent (1)**:

Committee Member Monica Peters; and Committee Member Holmes

Staff Present:

Tasha Logan Ford, City Manager; Greg Ferguson, Deputy City Manager; Eric Olmedo, Assistant City Manager; Meghan Maguire, Deputy City Attorney; Jeron Hollis, Managing Director; Heidi Galanti, Planning Administrator; Greg Venable, Transportation Director; and Mary S. Brooks, Interim City Clerk

Guests Present:

Charrise Hart, Chief Executive Officer, Ready for School/Ready for Life

The following documents associated with the presentations, are hereby attached as a permanent part of these proceedings:

1. *Power Point Presentation-Ready for School/Ready for Life.*
2. *Handout-High Point Food Entrepreneur Collaborative.*
3. *Power Point Presentation-New and Expanded Service, High Point Transit System.*

PRESENTATION OF ITEMS

2022-474

Presentation-Ready for School, Ready for Life Program

Staff will be giving a presentation regarding the Ready for School, Ready for Life Program.

Charrise Hart, Chief Executive Officer, Ready for School/Ready for Life Program extended greetings; made a PPP regarding the Ready for School Ready for Life Program (Program); provided the mission statement; outlined the Dynamic Indicators of Basic Early Literacy Skills (DIBELS) KPI update with Guilford county schools; said that the benchmarks beginning for the years 2021-2022 with the following results where students were ready at K entry with : Asian 38.7%, White 36.5%, Black 23.6%, and Hispanic 16.7%; spoke to the disparities for students; provided a history of the organization; spoke to the goals for the program; went over the pilot programs; shared that the program had created 85 jobs; invited everyone to the 2022 Stakeholder Convening on Wednesday, November 9, 2022, at the Blue Heron Event Venue starting at 7:30 a.m.; concluded with a quote "Every child deserves a great start in life, but not every child starts from the same place"; thanked everyone; and entertained questions.

Committee Member Jefferson thanked Ms. Hart for her efforts; voiced appreciation for the Program; spoke to the barriers that supported the pipeline of learning; and thanked those who have invested and donated to the Program.

Chairman Hudson spoke to his wife's experience as a Pediatrician supporting children at her practice; to the changes in medicine; to the collaborative efforts between organizations; to the healthcare barriers; and thanked everyone for their efforts.

Council Member Moore voiced appreciation for the community outreach regarding the Program's efforts; spoke to the literacy gaps and disparities regarding race; and asked where the data reports came from using the DIBELS. Ms. Hart replied that the data provided was administered by kindergarten teachers; to looking into more way of how assessments are given; and that the assessments focused on literacy.

2022-475 Update-Transit Expansion

Staff will be giving an update regarding Transit Expansion

Greg Venable, Transportation Director made a PPP regarding an update for the transit expansion; said that there were two new routes: routes 22 & 26, expanded service -route 25, route adjustments, and a timeline; gave an overview of the changes for Route 22-West-Lex Connector as followed:

- Existing route that connects riders from the downtown Broad Avenue Terminal to the Town of Jamestown and Guilford Technical Community College
- Serves commercial and residential anchors along Lexington Avenue and West main Street
- The current route only runs 8 trips on Weekday's with 90- or 120-minute headways from 7:15 a.m. to 5:15 p.m.
- The proposed service increase will provide 6 additional trips for consistent hour-long headways on Weekdays from 7:15 a.m. to 9:15 p.m.

Route 25-Northern Circulator as followed:

- Existing route that connects riders from the downtown Broad Avenue Terminal to the Town of Jamestown and Guilford Technical Community College
- Serves commercial and residential anchors along Lexington Avenue and West Main Street
- The current route only runs 8 trips on Weekdays with 90- or 120-minute headways from 7:15 a.m. to 5:15 p.m.
- The proposed service increase will provide 6 additional trips for consistent hour long headways on Weekdays from 7:1 a.m. to 9:15 p.m.

Mr. Venable continued discussion and provided a timeline for changes as followed:

- Proposed Service and Fare changes in 2018
- Applied for and awarded Congestion Mitigation and Air Quality funding in 2018
- Funding approved by City Council in 2019
- COVID Impact
- Driver shortage coming out of COVID
- Difficult keeping and finding qualified drivers
- New CDL requirements making it more difficult

Mr. Venable spoke to offering incentives to retain/recruit CDL drivers; to the challenges faced to retain CDL drivers; and entertained questions.

Chairman Hudson asked about adding transit/bus stops at the greenway. Mr. Venable responded that staff would investigate this request.

Committee Member Jefferson inquired on the challenges faced due to the CDL requirements (two years' experience). Mr. Venable replied that the city was collaborating with GTCC regarding training for CDL drivers; and to discussing efforts to attract CDL drivers.

Eric Olmedo, Assistant City Manager noted that the city's insurance company required that CDL drivers have two years' experience; and that this was a requirement on the employment application as well.

Discussion took place regarding the two-year CDL experience requirements; changing insurance companies; opportunities and incentives for CDL drivers; feedback from the community regarding transit travel time; having regional transit connections; and to having further discussions regarding CDL requirements, regional connections, and receiving the data for bus capacity and ridership numbers.

Mr. Venable said that staff would report back to the committee with data information.

2022-473 Update-Commercial Shared Use Kitchen

Staff will be presenting an update on the Commercial Shared Use Kitchen Project.

Heidi Galanti, Planning Administrator provided a handout regarding the High Point Food Entrepreneur Collaborative; shared the mission, and vision statements; voiced the need for a commercial shared use kitchen in High Point; said that staff and stakeholders met to discuss and collaborate creating the commercial shared use kitchen project; discussed the funds needed for project; outlined different types of kitchens; who would operate the kitchen with the city's participation; potential locations; and the objectives as followed:

1. Survey food businesses and entrepreneurs to gauge interest and identify needed resources
2. Create an entrepreneur checklist/list of resources on steps to small business creation
3. Create a database of food entrepreneurs

4. Conduct a needs assessment for a commercial shared-use kitchen in High Point to ensure that dollars spent to create a kitchen will be fully utilized
5. Identify a lead entity that is willing to partner with other agencies to create a kitchen facility
6. Conduct a pilot project for food entrepreneurs at different stages of development to identify barriers to success
7. Construct or renovate a commercial shared-use kitchen

Ms. Galanti spoke to meeting with different commercial kitchens and stakeholders to include GTCC; collaboratively updating the entrepreneur checklist with different organizations; to a survey and feedback from the community; 37 responses; spoke to using data to track food entrepreneurs to justify the need for the commercial use kitchen in High Point; explained what a commercial shared-use kitchen was; said that it could include numerous components and be defined differently by different groups, but generally it includes a certified shared commercial kitchen in which individuals or businesses prepare value-added food products and meals, usually paying an established rate to lease a space that is shared by others. They typically assign renters to storage spaces and time slots when they can use the kitchen. Renters both share the space and the fees, making this an affordable option. Shared kitchen space can be rented hourly, daily or monthly, and businesses can produce and operate without the constraints and headache from owning their own kitchen. Moreover, by using shared-use kitchens, entrepreneurs become more readily compliant with regulatory requirements and escape the burden of upfront investments. The facility can also provide a range of programs and services for entrepreneurs such as: business management support and curriculum, a teaching kitchen, and numerous other resources. Ms. Galanti spoke to the next steps; said that there would be a reorganization for a core team; spoke to the challenges for food entrepreneurs; and entertained questions.

Committee Member Jefferson voiced appreciation for efforts and initiative for this project; to supporting entrepreneurs; and spoke to the challenges faced.

ADJOURNMENT

There being nothing further to come before the Prosperity & Livability Committee, there were no objections to adjourn. The meeting was adjourned at 10:10 a.m.

Respectfully Submitted,

Wesley Hudson, Chairman
Prosperity & Livability Committee

Attest:

Mary S. Brooks, CMC
Interim City Clerk

**SPECIAL MEETING
OF THE
FINANCE COMMITTEE**
Chaired by Council Member Moore
Committee Members: Moore, Holmes, Jones, and Peters
OCTOBER 13, 2022 – 3:15 P.M.
COUNCIL CHAMBERS – MUNICIPAL BUILDING

MINUTES

CALL TO ORDER

Chairman Moore called the meeting to order at 3:03 p.m.

Following roll call by Chairman Moore, the following Committee Members were **Present (3)**:

Chairman Britt W. Moore
Committee Member Monica Peters
Committee Member Michael Holmes

Absent (1):
Committee Member Victor Jones

Staff Members Present:

Tasha Logan Ford, Mary S. Brooks, Interim City Clerk

PRESENTATION OF ITEMS

2022-482 Closed Session-Personnel

The Finance Committee will be going into Closed Session pursuant to N.C.G.S. §143-318.11(a)(6) for personnel.

Committee Member Peter moved to enter Closed Session pursuant to N.C.G.S. §143-318.11(a)(6) for personnel at 3:23 p.m.; seconded by Committee Member Holmes the motion passed by an 3-0 unanimous vote.

Upon reconvening into Open Session at 4:02 p.m., Chairman Moore announced there would be no action taken as a result of the Closed Session.

Note: The Interim City Clerk was not present for the Closed Session portion of the meeting.

ADJOURNMENT

The meeting was adjourned at 4:02 p.m. upon motion by Chairman Moore and second by Committee Member Holmes.

Respectfully Submitted,

Britt W. Moore, Chairman
Finance Committee

Attest:

Mary S. Brooks, CMC
Interim City Clerk

FINANCE COMMITTEE
Chaired by Council Member Moore
Committee Members: Moore, Holmes, Jones, and Peters
OCTOBER 13, 2022 – 4:00 P.M.
COUNCIL CHAMBERS – MUNICIPAL BUILDING

MINUTES

CALL TO ORDER

Chairman Moore called the meeting to order at 4:03 p.m.

Following roll call by Chairman Moore, the following Committee Members were **Present (3):**

Chairman Britt W. Moore
Committee Member Monica Peters
Committee Member Michael Holmes

Absent (1):
Committee Member Victor Jones

Staff Members Present:

Tasha Logan Ford, City Manager; Greg Ferguson, Deputy City Manager; Damon Dequenne, Assistant City Manager; Meghan Maguire, Deputy City Attorney; Jeron Hollis, Managing Director; Bobby Fitzjohn, Director of Financial Services; Stephen Hawryluk, Budget & Performance Manager; Kevin Rogers, Fleet Services Director; Tommy Reid, Fire Chief; Mary S. Brooks, Interim City Clerk

PRESENTATION OF ITEMS

2022-477 Contract - NC Sheriffs Association - Capital Ford - Ford F-150 Trucks

City Council is requested to award a contract using the NC Sheriff's Association Contract# 22-08-0913 to Capital Ford in the amount of \$150,601.24 for the purchase of four (4) 2023 Ford F-150 Trucks.

Kevin Rogers, Fleet Serviced Director reported that the current pickup trucks need to be replaced; the new ford f-150 trucks are like other trucks in the city and would meet their needs. The price of \$36,553.70 is for the vehicle and equipment package with DMV fees of \$1,096.61; the total cost for four trucks would be \$150,601.24; the estimated delivery would be 280-365 days; and that funds are available in 2022-23 budget. Staff is recommending approval of a contract using the NC Sheriff's Association Contract # 22-08-0913 in the amount of \$150,601.24.

Committee Member Holmes moved to forward this matter to the City Council with a favorable recommendation and place it on the October 17, 2022, City Council Finance Committee Consent Agenda for approval. Committee Member Peters made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Peters, and Committee Member Holmes

Absent (1): Committee Member Jones

2022-478 Contract - NC Sheriffs Association - Piedmont Ford - Western Star 47X Tandem Dump Truck

City Council is requested to award a contract using the NC Sheriff's Association Contract# 22-06-0426R to Piedmont Ford in the amount of \$184,255 for the purchase of a Western Star 47X Tandem Dump truck with Godwin Body for use in the Water Mains Division and declare the old truck as surplus and disposing through the online auction process.

Kevin Rogers, Fleet Services Director reported that the Water Mains Division was currently using a 2007 International 7400 tandem dump truck that needs to be replaced due to age, condition, and operating hours; Piedmont Ford had the Western Star 47X tandem dump truck with Godwin Body that would continue to meet their needs; the price of \$184,255 would be for the dump truck, extended warranty, operator training, and delivery; delivery is estimated at 280-365 days; and that funds are available in the 2022-23 budget. Staff is recommending approval for the purchase of one Western Star 47X tandem dump truck with Godwin Body from Piedmont Ford in the amount of \$184,255.00; and that the recommendation would also include declaring the old truck as surplus and disposing through the online auction process.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the October 17, 2022, City Council Finance Committee Consent Agenda for approval. Committee Member Holmes made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Peters, and Committee Member Holmes

Absent (1): Committee Member Jones

2022-479 Contract - NC Sheriffs Association - National Equipment Dealers, LLC - Tana H555 Landfill Compactor

City Council is requested to award a contract using the NC Sheriff's Association Contract# 22-06-0426R to National Equipment Dealers, LLC. in the amount of \$1,177,000 for the purchase of a Tana H555 Landfill Compactor for the Landfill Operations Division and declare the old landfill compactor as surplus and disposing through the online auction process.

Kevin Rogers, Fleet Services Director reported 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 \$1,177,000 is for the compactor, training, delivery, and extended warranty. The estimated delivery is 45 days. Funds are available in FY22-23 budget The Fleet Services Department recommends purchasing the landfill compactor from National Equipment Dealers, LLC in the amount of \$1,177,000. Recommendation also includes declaring the current compactor as surplus and disposing through the online auction process.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the October 17, 2022, City Council Finance Committee Consent Agenda for approval. Committee Member Peters made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Peters, and Committee Member Holmes

Absent (1): Committee Member Jones

2022-480 Contract - Agreement for Service - SiteMed - HPFD Physicals

City Council is requested to award a 3-year Agreement for Services contract to SiteMed medical services to include on-site annual physicals for the Fire Department in the estimated amount of \$296,100. Contract terms are as follows: Year 1 - \$98,700 Year 2 - \$98,700.00 and Year 3 - \$98,700.00.

Tommy Reid, Fire Chief reported that the Occupational Safety and Health Administration (OSHA) 29CFR 1910.1020 respiratory protection standard required a medical evaluation to determine the employee's ability to use a respirator before the employee is fit tested or required to use the respirator in the workplace; the National Fire Protection Association (NFPA) 1582 Standard on Comprehensive Occupational Medical Programs for Fire Departments required fire departments to establish guidance per 29 CFR 1910.1020; and that funding required for these physicals had been included in the 2022/2023 fiscal year budget for the Department. Staff is recommending approval of the Agreement for Services contract to SiteMed in the amount of \$296,100.00.

Committee Member Peters moved to forward this matter to the City Council with a favorable recommendation and place it on the October 17, 2022, City Council Finance Committee Consent Agenda for approval. Committee Member Holmes made a second to

the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Peters, and Committee Member Holmes

Absent (1): Committee Member Jones

2022-481 Ordinance-Budget Amendment-Series 2022B CES Revenue Refunding Bonds

City Council is requested to approve a budget amendment of \$20,386,000.00 to record the issuance of Series 2022B CES Revenue Refunding Bonds.

Bobby Fitzjohn, Financial Services Director reported that a budget amendment of \$20,386,000 was needed to recognize funds from the issuance of Series 2022B CES Revenue Refunding Bonds on August 3, 2022; on November 15th council approved a resolution authorizing staff to begin the process of refunding Series 2012A and Series 2014 CES Revenue Bonds; on December 6th, council approved bond orders authorizing the issuance of 2021A and 2021B CES Revenue Refunding Bonds; the Local Government Commission approved the sale at its December 7th meeting; taxable Series 2021A Revenue Refunding Bonds were issued to Pinnacle Bank on December 16th; upon conversion to a tax-exempt rate in August 2022, the 2021A issuance would result in 7.9% NPV savings or cash flow savings of approximately \$153 thousand per year for through FY 2032 with a total cash savings of approximately \$1.7 million; and that the refunding savings would be built into the debt service budgets for the Water & Sewer Fund in the 2023-2024 Annual Budget and successive years. The Financial Services Department is recommending approval of the budget amendment to record the issuance of Series 2022B CES Revenue Refunding Bonds.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the October 17, 2022, City Council Finance Committee Consent Agenda for approval. Committee Member Holmes made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Peters, and Committee Member Holmes

Absent (1): Committee Member Jones

ADJOURNMENT

The meeting was adjourned at 4:11 p.m. upon motion by Chairman Moore and second by Committee Member Holmes.

Respectfully Submitted,

Britt W. Moore, Chairman
Finance Committee

Attest:

Mary S. Brooks, CMC
Interim City Clerk

Community Development Committee

Chaired by Council Member Chris Williams

Committee Members: Williams, Johnson, Hudson, and Jefferson

January 10, 2023 – 4:00 p.m.

Council Chambers

211 S. Hamilton Street

CALL TO ORDER

Chairman Williams called the meeting to order at 4:07 p.m.

Present: *Chairman Chris Williams, Committee Member Cyril Jefferson, and Committee Member Wesley Hudson.*

Absent: *Committee Member Tyron Johnson*

PRESENTATION OF ITEMS

Community Development Committee - Council Member Williams, Chair

2023-022 Resolution - Conveyance of Properties to Community Housing Solutions for the Cedrow Affordable Housing Project

City Council is requested to approve a resolution conveying the properties to Community Housing Solutions of Guilford, Inc. to construct affordable housing.

Thanena Wilson, Director of Community Development, provided the staff report for this item. She explained this item is pertaining to the conveyance of the following six lots as part of the Cedrow Affordable Housing Project:

- *1506 Kingsway Drive*
- *1510 Kingsway Drive*
- *1514 Kingsway Drive*
- *1518 Kingsway Drive*
- *1522 Kingway Drive*
- *1526 Kingsway Drive*

She stated the City will convey these lots to Community Housing Solutions of Guilford, Inc. (CHS) which will build homes and sale to income eligible home buyers. She noted that CHS has completed four units of the 19 units projected.

Committee Member Hudson made a motion, seconded by Committee Member Jefferson, to approve Agenda Item 2023-022.

Motion carried with the following vote:

Aye: **Chairman Williams, Committee Member Hudson, and Committee Member Jefferson**

Absent: **Committee Member Johnson**

In response to Chairman Williams, Ms. Wilson stated the total number for the project is 19 homes. She explained once these six are under contract, the general contractor that Community Housing Solutions is working with has stated they can do six more but wanted to complete these six or substantially get them under way before beginning the other six. She noted there is a non-profit located in Greensboro that the city has been working with regarding three more units. She explained the timeline of completion of the remaining units would be 12 to 15 months.

2023-000 Ordinance - Demolition of Dwelling - 1205 Bradshaw St.

Adoption of an ordinance ordering the building inspector to effectuate the demolition of a dwelling located at 1205 Bradshaw St.

Lori Loosemore, Code Enforcement Manager, provided the staff report for this item. She stated this case was originally opened in November 2021. The hearing was conducted on September 2, 2022, in which no one appeared. An order to repair or demolish was issued on September 2, 2022, with a date of compliance of October 4, 2022. Taxes are delinquent in the amount of \$4,985.95.

Chairman Williams asked if there were anyone present to speak for or against this item.

No one was present.

Chairman Williams made a motion, seconded by Committee Member Hudson, to approve Agenda Item 2023-000.

Motion carried with the following vote:

Aye: Chairman Williams, Committee Member Hudson, and Committee Member Jefferson

Absent: Committee Member Johnson

2023-001 Ordinance - Demolition of Dwelling - 2321 Brentwood St.

Adoption of an ordinance ordering the building inspector to effectuate the demolition of a dwelling located at 2121 Brentwood St.

Lori Loosemore, Code Enforcement Manager, provided the staff report for this item. She stated this case was originally opened in March 2022. The hearing was conducted on July 11, 2022, in which no one appeared. An order to repair or demolish was issued on July 11, 2022, with a date of compliance of August 11, 2022. The inspector spoke with Ms. Thomas on June 13, 2022, who stated that she inherited the property and plans to demolish it due to its condition. The inspector spoke with her again on November 1, 2022, in which she stated she was going to have a contractor to look at the property to see if it is repairable within reason. She was supposed to call the inspector back to advise of her plans. As of December 21, 2022, no permits have been applied or issued to repair this property. Taxes are delinquent in the amount of \$9,457.22.

Chairman Williams asked if there were anyone present to speak for or against this item.

No one was present.

Chairman Williams made a motion, seconded by Committee Member Hudson, to approve Agenda Item 2023-001.

Motion carried with the following vote:

Aye: Chairman Williams, Committee Member Hudson, and Committee Member Jefferson

Absent: Committee Member Johnson

2023-002 Ordinance - Demolition of Dwelling - 508 Saunders Pl.

Adoption of an ordinance ordering the building inspector to effectuate the demolition of a dwelling located at 508 Saunders Pl.

Lori Loosemore, Code Enforcement Manager, provided the staff report for this item. She stated this case was originally opened in February 2019. The hearing was conducted on September 2, 2022, in which no one appeared. She explained the difference in the timeline noting they thought there was an estate, and then discovering the estate had been closed, notification was provided to the heirs. An order to repair or demolish was issued on September 7, 2022, with a date of compliance of October 17, 2022. There are no delinquent property taxes.

In response to Committee Member Hudson, Ms. Loosemore stated a sister to the property owner wrote a letter regarding the City's due diligence relating to the property. She noted the tax value is \$41,000 and taxes are paid. She noted the City has cleaned the property several times.

Chairman Williams asked if there were anyone present to speak for or against this item.

No one was present.

A motion was made by Chairman Williams, seconded by Committee Member Jefferson, to approve Agenda Item 2023-002.

Motion carried with the following vote:

Aye: Chairman Williams, Committee Member Hudson, and Committee Member Jefferson

Absent: Committee Member Johnson

ADJOURNMENT

Committee Member Jefferson reminded everyone of the celebration for Dr. Martin Luther King, Jr. Day and noted it would be a day of service and a great way for the community to unite.

Chairman Williams congratulated Reverend Williams of Williams Memorial CME Church for being selected as the 2022 Humanitarian of the year.

There being no further business to come before the Committee, the meeting adjourned at 4:18 p.m.

Special Meeting of the Prosperity and Livability Committee

Chaired by Council Member: Hudson

Committee Members: Hudson, Holmes, Peters and Jefferson

January 11, 2023 – 9:00 a.m.

Council Chambers

211 S. Hamilton Street

CALL TO ORDER

Chairman Hudson called the meeting to order at 9:03 a.m.

Present: Chairman Wesley Hudson, Committee Member Cyril Jefferson, and Committee Member Monica Peters

Absent: Committee Member Michael Holmes

PRESENTATION OF ITEMS

Prosperity and Livability Committee - Council Member Wesley Hudson, Chair

2023-021 Resolution - City of High Point Becomes a Bee City USA

City Council is requested to approve a request from Keep High Point Beautiful for the City of High Point to become an affiliate of Bee City USA.

Rebecca Coplin, High Point Beautification Supervisor, provided the staff report for this item. She noted that Keep High Point Beautiful operates under the Public Service Department. She stated that High Point is already doing things in the community to help pollinators but would like to increase those efforts to better protect them. She explained that most native species of bees do not sting and the focus will be on pollinators which help the local gardens, farmers, and help sustain the local ecosystem. She stated raising community awareness is very important such as learning how pollinators help our food grow, hazards to pollinators such as pesticides, and removal of non-native invasive plants to make way for local plants. She explained next steps and encouraged everyone to visit the website beecityusa.org.

Committee Member Jefferson stated he supported this item noting that this project seems to be aligned with the City's goal in becoming the world's arts and design capital. The pollinators will help the local farmers which in turn would help with food insecurities. He requested information regarding budget impacts regarding adjusting the use of pesticides and becoming more organic.

Ms. Coplin noted that she has scheduled meetings with other municipalities that have this initiative in place to see how it has affected their cities.

Committee Member Jefferson made a motion, seconded by Committee Member Peters to approve Agenda Item 2023-021 and move it forward with a favorable recommendation to the City Council Meeting on January 17, 2023. Motion carried with the following vote:

Aye: Council Member Hudson, Council Member Peters, and Council Member Jefferson

Absent: Council Member Holmes

Chairman Hudson stated he has beehives and noted the importance of education regarding pollinators and the difference between herbicides and pesticides. He requested information regarding where the City uses pesticides and the feasibility of making the City's rights-of- ways native grasses and pollinators.

2023-017 Update - Public Art Policy

Eric Olmedo, Assistant City Manager, provided a background of the existing policy noting it was adopted in 2014 and revised in 2015 to broaden areas in the City in which art could be displayed. He explained the policy is more focused on when the City was accepting artwork around the intersections and noted the policy could use some improvements.

Chairman Hudson noted murals that are painted on a wall are not considered public art but are signs which are regulated through the sign ordinance.

Melody Burnett, President of Visit High Point, stated that community discussions have been centered around murals and temporary installations for opening week for the High Point Rockers home games. She said they are exploring a second installation for 2023 and perhaps a review of public areas would help. She stated local leaders are reviewing goals of City Council, particularly around art and design and how to become more competitive in that area. She noted a more comprehensive Master Plan might help with public art consideration.

In response to Chairman Hudson, Ms. Burnette noted a collaboration with the City of High Point, Visit High Point, High Point by Design, and the local Arts Council would be a great place to start the conversation.

In response to Committee Member Peters, Meghan Maguire, Interim City Attorney, noted that murals are typically regulated under the sign ordinance in most cities. She stated when reviewing the current policy, we need to remember it is mostly for residential neighborhoods. For consideration outside of those neighborhoods this policy would need to be update.

Committee Member Peters stated there needs to be extensive updates to this policy to ensure it aligns with the goals of City Council and help local artist and business to invest in art in the city.

Chairman Hudson noted that when words are placed on murals it changes it to the policy regarding advertisement.

Ms. Maguire stated a draft sign ordinance which addresses murals will be reviewed by the Planning and Zoning Commission and will be presented to this Committee in February. She stated the draft ordinance has been on the Planning and Zoning website for months and open for public comment period.

Committee Member Jefferson stated the topic of words in regard to street painting came up in 2020 noting art is an expression of individuals and can be subjective in nature. We

want a beautiful City and there is so much research and we can learn from other cities. We cannot be the world's arts and design capital without a beautiful downtown aesthetic and beautiful gateways to our city. There is a presence within a city when you allow art to flourish, and it can be done in such a way to protect the fact that this is a City for all people.

A discussion ensued regarding current policy, restrictions, logos, street paintings, murals, and allowing creativity.

Ms. Burnett provided examples of art that should be considered in reviewing the policy such as street benches, lamp post, and a possible statue in the roundabout. She noted it will be interesting to review what Civic Branding presents.

2023-019 Update - Main Street Tree Replacements

Andy Piper, Senior Planner, provided a history of this item noting that City Council approved a long term funded tree plan to make High Point a net positive tree City. He stated some of the initiatives were to develop a tree replacement plan for Main Street in downtown, contract with a nursery to grow trees that are ready for planting when needed and have a city-sponsored annual tree give away to High Point residents.

He explained Armstrong Maples that were infected with Gloomy Scale, a Bradford Pear that fell due to Hurricane Ian, a Japanese zelkova that was showing signs of dye back were removed. In their place four Princeton Sentry Ginkgos and four Frans Fontaine Horbeams were planted along with six understory trees. He provided pictures of what the mature trees would look like.

He stated some future goals are to possibly remove older holly trees further north on N. Main Street, collaborate with the Marketing Authority and Keep High Point Beautiful regarding additional planting opportunities for S. Main Street, work with local nurseries, and add personnel to help maintain the trees.

In response to Committee Member Peters, Mr. Olmedo stated the trees along the front entry way of the library will be removed in the sensory area as part of the uplift project.

In response to Committee Member Jefferson, Mr. Piper noted selecting the right tree and balancing availability and cost are the main focus. He would review areas that are not as restrictive and collaborate with local growers regarding planting more mature trees in strategic locations.

Chairman Hudson explained the trees needed for downtown are specific and very hard to find. He stated when this plan was started it was decided to collaborate with a local nursery so that the city will have trees that they need.

ADJOURNMENT

Committee Member Jefferson thanked everyone for their presentations.

Mr. Olmedo stated that Ms. Bridges from Yalik's African American Art & Cultural Movement asked that her presentation scheduled for today's meeting be moved to February.

There being no further business to come before the Committee, the meeting adjourned at 9:51 a.m.

DRAFT

FINANCE COMMITTEE

Chaired by Council Member Moore

Committee Members: Moore, Holmes, Jones, and Peters

January 12, 2023 – 4:00 P.M.

Council Chambers

211 S Hamilton Street

FINANCE COMMITTEE - Britt W. Moore, Chair

CALL TO ORDER

Chairman Moore called the meeting to order at 4:01 p.m.

Present: Chairman Britt W. Moore, Committee Member Michael Holmes, Committee Member Monica Peters (arrived at 4:06 p.m.), and Committee Member Victor Jones

PRESENTATION OF ITEMS

2023-025 Contract - WESCO Distribution, Inc. - Underground Cable - Electric Department

City Council is requested to award a contract to WESCO Distribution, Inc. in the amount of \$170,360 for the purchase of WHS# 2904 (1/0 UG Primary) underground cable used by the Electric Utilities Department to replenish warehouse stock.

Tyler Berrier, Electric Utilities Director, stated this is a purchase of underground cable to replenish warehouse stock commonly used by the Electric Utilities Department. He provided the Committee an example of the cable and noted the request is to purchase 40,000 feet of the cable.

A motion was made by Committee Member Holmes, seconded by Committee Member Jones, to approve Agenda Item 2023-025.

Motion carried with the following vote:

Aye (3): Chairman Moore, Committee Member Holmes, and Committee Member Jones

Absent (1): Committee Member Peters

2023-026 Contract - WESCO Distribution, Inc. - Subsurface 300kVA Transformers - Electric Department

City Council is requested to award a contract to WESCO Distribution, Inc. in the amount of \$551,716 for the purchase of 4 underground (submersible) 300kVA Transformers used by the Electric Utilities Department to replenish warehouse stock.

Tyler Berrier, Electric Utilities Director, stated this contract is to purchase four underground (submersible) 300kVA Transformers to replenish warehouse stock.

A motion was made by Committee Member Jones, seconded by Committee Member Holmes, to approve Agenda Item 2023-006.

Motion carried with the following vote:

Aye (3): Chairman Moore, Committee Member Holmes, and Committee Member Jones

Absent (1): Committee Member Peters

2023-027 Change Order #6-Budget Ordinance-Capital Project Ordinance - Samet Corp. - Parks & Recreation - City Lake Park Bond Project

City Council is requested to approve potential change order #6 with Samet Corporation (CMAR) in the amount of \$537,620.43 for the City Lake Park Phase 1 Bond project and a budget ordinance amendment and capital project ordinance utilizing \$312,620 in general fund reserves to cover the additional costs/improvements.

Lee Tillery, Parks and Recreation Director, stated this is the final change order for the City Lake Park Phase 1 Bond project. He explained additional repairs are needed to address existing infrastructure needs and safety measures associated with the final completion of the project. He said the total cost is \$537,620.43. A budget ordinance amendment and capital project ordinance are included with this item utilizing \$312,620 in general fund reserves to cover the additional cost/improvements.

In response to Chairman Moore, Mr. Tillery confirmed this would be the final change order.

Committee Member Monica Peters arrived at 4:06 p.m.

A motion was made by Chairman Moore, seconded by Committee Member Holmes, to approve Agenda Item 2023-027.

Motion carried with the following vote:

Aye (3): Chairman Moore, Committee Member Holmes, Committee Member Peters, and Committee Member Jones

Chairman Moore made a motion, seconded by Committee Member Holmes, to approve the budget ordinance amendment for the City Lake Park Phase 1 Renovation project.

Motion carried with the following vote:

Aye (3): Chairman Moore, Committee Member Holmes, Committee Member Peters, and Committee Member Jones

Chairman Moore made a motion, seconded by Committee Member Moore, to approve the Capital Project ordinance for the City Lake Park Phase 1 Renovation Project.

Motion carried with the following vote:

Aye (3): Chairman Moore, Committee Member Holmes, Committee Member Peters, and Committee Member Jones

2023-028 Position Reallocation - Parks & Recreation - Recreation Coordinator (ASPIRE) Program

City Council is requested to approve a change to an existing part time, benefited Program Activity Leader position to a full time Recreation Coordinator position in our Adaptive

Sports, Programs and Inclusive Recreation (ASPIRE) division by reallocating funding from and eliminating a part time Recreation Attendant position.

Lee Tillery, Parks and Recreation Director, stated this request is to change an existing part time, benefited Program Activity Leader position to a full time Recreation Coordinator position in the Adaptive Sports, Programs, and Inclusive Recreation (ASPIRE) division by eliminating a part time Recreation Attendant position. He stated the cost of this reallocation is \$4,220.00 and funds are available in the Parks and Recreation FY 2022-2023 budget.

In response to Chairman Moore, Mr. Tillery stated the ASPIRE position has been in place for a long time and was renamed about three years ago. A lot of the programming has extensive history at City Lake Park which includes Camp Ann which is a six week camp for adults and youths with physical and developmental disabilities. He noted the ASPIRE program is one of the biggest in the State.

A motion was made by Chairman Moore, seconded by Committee Member Holmes, to approve Agenda Item 2023-028.

Motion carried with the following vote:

Aye (3): Chairman Moore, Committee Member Holmes, Committee Member Peters, and Committee Member Jones

2023-029 Resolution - Interlocal Agreement - Piedmont Discovery Application - Parks & Recreation

City Council is requested to adopt a resolution authorizing the execution of an updated interlocal agreement and expand upon the original agreement between City of High Point, Greensboro and Guilford County and speaks to additional responsibilities, while adding data providers including Gibsonville, Jamestown, Oak Ridge, Pleasant Garden, Stokesdale and Summerfield.

Lee Tillery, Parks and Recreation Director, stated Piedmont Discovery Application is an online amenity application that was developed to help mark the trails and parks around the City of High Point, City of Greensboro, and the County of Guilford. He stated this updated amended and restated agreement adds the recreational amenities for the towns of Gibsonville, Jamestown, Oak Ridge, Pleasant Garden, Stokesdale, and Summerfield and the responsibilities for each entity.

In response to Chairman Moore, Mr. Tillery stated this the first time this amendment has been updated since the original agreement was approved.

A motion was made by Chairman Moore, seconded by Committee Member Peters, to approve Agenda Item 2023-029.

Motion carried with the following vote:

Aye (3): Chairman Moore, Committee Member Holmes, Committee Member Peters, and Committee Member Jones

2023-030 Agreement - Three Party - United States Department of Transportation (USDOT) and North Carolina Department of Transportation (NCDOT) for Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Funding - Improvements to Elm Street and Construct Phases 1-3 Southwest Heritage Greenway

City Council is requested to consider a Three-Party Agreement with the United States Department of Transportation (USDOT) and North Carolina Department of Transportation (NCDOT) for Rebuilding American Infrastructure with Sustainability and Equity (RAISE) funding in the amount of \$28,489,089 for construction improvements to Elm Street and construct the Phases 1-3 of the Southwest Heritage Greenway within City Limits.

Andrew Edmonds, Transportation Planning Administrator, stated this item is a three-party agreement with the United States Department of Transportation (USDOT) and the North Carolina Department of Transportation (NCDOT) for Rebuilding American Infrastructure with Sustainability and Equity (RAISE) funding to construct improvements to Elm Street and construct Phases 1-3 of the Southwest Heritage Greenway within City Limits. The City of High Point submitted this project for consideration with coordination with the NCDOT Integrated Mobility Division and Southwest Renewal Foundation and was awarded FY 2021 RAISE funding by USDOT.

He explained that once the agreement is fully executed, the city can move forward with a Request for Proposals for design. He provided the timeline for design and a completion date for the project for October 31, 2028, with total cost of \$28,489,089. Of this amount, the USDOT is responsible for \$19,801,253, which is 69.5% of the total project cost. The City also received \$1,500,00 in Community Project Funding/Congressionally Directed Spending from the US Department of Housing and Urban Development and \$200,00 in Spot Safety Program funds from NCDOT. The city is responsible for the remaining project cost of \$6,987,836.

A motion was made by Chairman Moore, seconded by Council Member Peters, to approve Agenda Item 2023-030.

Motion carried with the following vote:

Aye (3): Chairman Moore, Committee Member Holmes, Committee Member Peters, and Committee Member Jones

2023-007 Contract - Rebuild-It Services Group, LLC

To hire Rebuild-It Services Group to perform additional work on DAF #3 (dissolve air flotation thickener) at the Eastside Wastewater Treatment Plant (WWTP).

Robby Stone, Public Service Director, stated this item is a contract with Rebuild-It Services Group, LLC which is currently working at the Eastside Wastewater Treatment Plant, regarding three dissolved air flotation thickeners. He said the group was originally hired to install a refurbished gear drive and during this work they discovered that the back pressure valve assembly in the DAF unit was in poor condition and needed replaced.

The Public Service Department is requesting approval for \$39,846.00 for Rebuild-It Services to perform the necessary work to replace the existing back pressure valve assembly and increase the current purchase order from \$86,960 to \$126,806 to cover the additional repair. Funds are available in the FY 2022-2023 budget.

A motion was made by Chairman Moore, seconded by Council Member Peters, to approve Agenda Item 2023-007.

Motion carried with the following vote:

Aye (3): Chairman Moore, Committee Member Holmes, Committee Member Peters, and Committee Member Jones

2023-009 Change Order No. 7 - Richland Creek Sewer Outfall Aerial Sewer Pipe Replacement Project, Garney Companies Inc.

To approve Change Order No. 7 to Garney Companies Inc. of an additional manhole and pipe stub-out that will be paid by the Town of Archdale, NC. The Change Order includes related labor, materials, equipment, and overhead outside of the scope of the original contract for the Richland Creek Sewer Outfall Aerial Pipe Replacement Project which is currently under construction.

Robby Stone, Public Service Director, stated this item is a change order to Garney Companies for an additional manhole that will be paid by the Town of Archdale. The change order includes related labor, materials, equipment, and overhead outside the scope of the original contract for the Richland Creek Sewer Outfall Aerial Pipe Replacement Project. He noted the city is working with the Town of Archdale and the city will be reimbursed for the expenses which total \$297,918,40.

In response to Committee Member Peters, Mr. Stone stated he would provide a map of the exact location of the manhole but noted the location was near the Eastside Wastewater Treatment Plant.

A motion was made by Chairman Moore, seconded by Committee Member Peters, to approve Agenda Item 2023-009.

Motion carried with the following vote:

Aye (3): Chairman Moore, Committee Member Holmes, Committee Member Peters, and Committee Member Jones

2023-010 Riverdale Pump Station Improvements Study- Amendment I - The Wooten Company

To approve a contract amendment to The Wooten Company (purchase order 108042) for the additional work required to evaluate the feasibility of expanding the Riverdale Pump Station to 44 MGD (million gallons per day) as part of the ongoing Riverdale Pump Station Improvements Study Report.

Robby Stone, Public Service Director, stated this is an amendment to the contract for Wooten Company for the additional work required to evaluate the feasibility of expanding the Riverdale Pump Station to 44 MGD (million gallons per day) as part of

the ongoing Riverdale Pump Station Improvements Study Report. He stated this work will increase the amount of the purchase order to \$94,000.

A motion was made by Chairman Moore, seconded by Committee Member Holmes, to approve Agenda Item 2023-010.

Motion carried with the following vote:

Aye (3): Chairman Moore, Committee Member Holmes, Committee Member Peters, and Committee Member Jones

2023-031 Resolution - Sale of City Owned Property - Sterling Real Estate Development of NC, LLC - 1117 Jefferson St. - 1119 Jefferson St.

City Council is requested to adopt a resolution accepting an offer of \$20,000.00 from Sterling Real Estate Development of NC, LLC for two (2) City owned vacant lots: (1) located at 1117 Jefferson Street Parcel No. 174216, and (2) 1119 Jefferson Street Parcel No. 176062 and authorize the sale of the properties through the upset bid procedure of N.C.G.S. 160A-269 and direct the City Clerk to publish a public notice of the proposed sale in accordance with N.C.G.S. 160A-269.

Kim Thor, Right-of-Way Coordinator, stated Sterling Real Estate Development of NC, LLC has offered a bid of \$20,000 to purchase two city-owned vacant lots located at 1117 Jefferson Street and 1119 Jefferson Street under the upset bid procedure in accordance with N.C.G.S. 160A-269.

A motion was made by Chairman Moore, seconded by Committee Member Jones, to approve Agenda Item 2023-031.

Motion carried with the following vote:

Aye (3): Chairman Moore, Committee Member Holmes, Committee Member Peters, and Committee Member Jones

2023-032 Sale of City Owned Property - North Carolina Department of Transportation (NCDOT) - Easements Johnson Street-Sandy Ridge Road Widening Project

City Council is requested to approve the sale of a permanent drainage easement, permanent utility easement, and temporary construction easement to the North Carolina Department of Transportation (NCDOT) for the Johnson Street/Sandy Ridge Road Widening Project in the amount of \$34,950.00.

Kim Thor, Right-of-Way Coordinator, stated North Carolina Department of Transportation (NCDOT) is widening a portion of Sandy Ridge Road and Johnson Street, by Fire Station #14 and as a result, needs a permanent drainage easement, permanent utility easement, and temporary construction easement. Council is requested to approve the sale of the easements in the amount of \$34,950.00.

A motion was made by Committee Member Jones, seconded by Committee Member Peters, that Agenda Item 2023-032 be approved.

Motion carried with the following vote:

Aye (3): Chairman Moore, Committee Member Holmes, Committee Member Peters, and Committee Member Jones

ADJOURNMENT

There being no further business to come before the Committee, the meeting adjourned at 4:24 p.m.

Respectfully Submitted,

Britt Moore, Chairman

Attest:

Sandra R. Keeney
City Clerk

**HIGH POINT CITY COUNCIL
SPECIAL MEETING
January 17, 2023 – 4:00 P.M.
COUNCIL CHAMBERS – MUNICIPAL BUILDING**

CALL TO ORDER, ROLL CALL

Mayor Wagner called the meeting to order at 4:01 p.m.

Present: Mayor Jay W. Wagner; Mayor Pro Tem Monica Peters, Ward 3; Council Member Britt W. Moore, At Large; Council Member Tyrone E. Johnson, At Large (arrived during Closed Session at 4:55 p.m.); Council Member Cyril A. Jefferson, Ward 1; Council Member Christopher Williams, Ward 2; Council Member S. Wesley Hudson, Ward 4; Council Member Victor A. Jones, Ward 5; and Council Member Michael A. Holmes, Ward 6 (arrived during Closed Session at 5:09 p.m.).

PRESENTATION OF ITEMS

2023-037 Redistricting-Requested Map Changes and Feasibility

Caroline Mackie, Poyner Spruill, LLP will discuss the redistricting map changes and feasibility.

Caroline Mackie with Poyner Spruill, LLP provided a brief history of the redistricting process. She stated there have been four meetings with High Point City Council regarding new redistricting plans for the city. With regards to the criteria that Council provided, four different maps were provided with one map having two different alternatives. She stated there were some requests for changes provided to the City Clerk by Council and Poyner Spruill has tried to incorporate and/or provide commentary regarding those requests. She reviewed the future timeline of the redistricting process and then introduced Bill Gilkeson, Demographer, to provide information regarding the maps.

Mr. Gilkeson provided a map of the current wards and stated in regard to the redistricting guidelines, wards two and five have too few people and ward six has too many people. He provided the criteria that the Mayor and City Council discussed as the guidelines and expectation for redistricting which included the following:

- 1. Keep the districts contiguous as possible.*
- 2. Do not pair incumbents in the same ward.*
- 3. Preserve the core of existing districts.*
- 4. Produce a totally new option for review and discussion.*

He stated the Alderbrook Subdivision did not want to be split into different wards and noted that could be a cumbersome task because of the fact a current Council Member lives in that neighborhood.

He provided and reviewed the different map options and after a thorough discussion, it was decided to present map A2 as the new district map with the understanding that changes could be made if needed as a result of the Public Hearing.

A discussion ensued regarding the timeline of the public hearing, and it was decided the public hearing will be moved to the February 20, 2023, City Council Meeting.

2023-038 Closed Session-Attorney Client Privilege

Council is requested to go into Closed Session Pursuant to N.C. General Statute §143-318.11(a)(3) for Attorney-Client Privilege.

At 4:25 p.m. a motion was made by Council Member Williams, seconded by Council Member Moore, to go into Closed Session pursuant to N.C. General Statute 143-318.11(a)(3) to preserve the attorney client privilege.

Motion carried with the following vote:

Aye (7): Mayor Wagner, Mayor Pro Tem Peters, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, and Council Member Jones

Absent (2): Council Member Johnson and Council Member Holmes

At 5:27 p.m. a motion was made by Council Member Jefferson, seconded by Council Member Jones, to end Closed Session and resume regular session.

Motion carried by the following vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Peters, Council Member Johnson, Council Member Moore, Council Member Jefferson, Council Member Williams, Council Member Hudson, Council Member Jones, and Council Member Holmes

ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 5:27 p.m.

Respectfully Submitted,

Jay W. Wagner, Mayor

Attest:

Sandra Keeney
City Clerk

**HIGH POINT CITY COUNCIL
REGULAR MEETING
January 17, 2023 – 5:30 P.M.
COUNCIL CHAMBERS – HIGH POINT MUNICIPAL BUILDING**

Minutes

ROLL CALL, MOMENT OF SILENCE, AND PLEDGE OF ALLEGIANCE

Mayor Wagner called the meeting to order at 5:36 p.m. He called for a Moment of Silence; the Pledge of allegiance followed.

Upon call of the roll, the following Council Members were Present (9):

Mayor Jay W. Wagner; Mayor Pro Tem Monica Peters, Ward 3; Council Member Christopher Williams, Ward 2; Council Member Britt W. Moore, At Large; Council Member Tyrone E. Johnson, At Large; Council Member Cyril A. Jefferson, Ward 1; Council Member S. Wesley Hudson, Ward 4; Council Member Victor A. Jones, Ward 5; and Council Member Michael A. Holmes, Ward 6.

RECOGNITIONS AND PRESENTATIONS

2023-008 Keep High Point Beautiful Celebrates 35 years of service to High Point

Rebecca Coplin, High Point Beautification Supervisor, will provide a short presentation regarding Keep High Point Beautiful Program.

Rebecca Coplin, High Point Beautification Supervisor, stated Keep High Point Beautiful is celebrating 35 years and during that time has picked up 430,000 pounds of trash, planted 80 trees, and thousands of flowers.

She recognized Willia Mays noting that Ms. Mays was one of the founding leaders for Keep High Point Beautiful, Melanie Bruton, Bill Frazier, Board Members, and the Youth Council. She commended the commitment of the Board Members and noted this year's Youth Council is the largest yet.

2023-033 Human Relations Staff and Committee Members will be in attendance to present the Human Relations Committee Humanitarian of the Year award.

Rase McCray, Human Relations Manager, stated the Human Relations Commission Humanitarian of the Year Award is selected by the Human Relations Commission and honors a resident who has made significant contributions to promoting understanding, respect, equity, and good will among all residents. The award will be presented by Sharon McGregor, Chair of the Human Relations Commission.

Ms. McGregor extended greetings to the Mayor, City Council, and Tasha Logan Ford, City Manager. She stated as the new Chair of the Human Relations Commission, it is a pleasure to introduce Reverend Robert Williams. Rev. Williams' outstanding service to the City is being celebrated by the Commission. Rev. Williams is the Pastor of Williams Memorial CME Church, a position in which he has held for 50 years. He is an inspiring

church leader and a devoted husband and father. In every aspect of his life, he is a model of compassion, love, and care for others. Tonight, we are recognizing the amazing work he and Williams Memorial CME Church have done including a pop-up dental clinic, overseer of the largest Thanksgiving community meal in High Point noting meals are provided to over 10,000 people, as well as weekly meals to High Point residents that are experiencing homelessness. Ms. McGregor stated as a member of Williams Memorial CME Church, she can state without conviction that we are all very blessed to have Rev. Williams as a spiritual leader and friend. No one deserves this accolade more than Rev. Williams as he has worked more than 50 years to make a difference in the community and his legacy will continue because of his amazing work. Therefore, as nominated by Bernita Sims, Rev. Williams is the 2022 Human Relations Commission Humanitarian of the Year.

Mayor Wagner commended Rev. Williams and the congregation of Williams Memorial CME Church for their hard work and noted the work they have done for the City of High Point is immeasurable and amazing. He announced in addition to being named the 2022 Human Relations Commission Humanitarian of the Year; he would like to present Rev. Williams with a Key to the City.

[standing ovation, applause, and photo op]

Rev. Williams gave honor to God, and stated he is very honored to receive the prestigious award and thanked the Human Relations Commission and the High Point City Council for bestowing him with such an honor. He thanked Ms. Bernita Sims for nominating him, his wife of 51 years, family, church family, friends of High Point, Pastors, and brothers of Phi Beta Sigma who has supported him throughout the years. He quoted scripture stating "Jesus said when you do it to the least of these, you do it unto me" He said he wants to make sure he lives out the calling which is on his life from God, which is to serve him and make his name known. He said he was shocked and taken back when he found it he received the Humanitarian of the Year Award and was just as shocked tonight to receive the Key to the City. He stated there are challenges before him, doors that need to be opened, gaps that need to be narrowed, and people that need to be helped. His prayer is that God would give him the strength, vision, and endurance to do the things he has called him to do. It is his desire to continue to work for the good of humankind.

STRATEGIC PLAN UPDATE- Blight Reduction and Marketing & Branding Initiative

2023-034 Strategic Plan Update

Council Member Chris Williams, Chairman of the Community Development Committee, will recognize staff to provide an update on the Strategic Plan regarding Blight Reduction.

Blight

Council Member Williams reported there is not an update at this time.

Marketing & Branding Initiative

Council Member Holmes, Marketing & Branding Task Force Chairman, reported that Civic Brand has completed the information they have collected from the Marketing & Branding Task Force, local stake holders, and the community. They will put that information into a brand strategy and present it to internal teams. Once there is agreement on the ideas, those ideas will be shared with stakeholders. The process and design should be ready to bring to Council in April.

PUBLIC COMMENT PERIOD

2023-035 Public Comment Period

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

- * Persons who have signed the register to speak shall be taken in the order in which they are listed. Others who wish to speak and have not signed in will be taken after those who have registered.
- * Persons addressing City Council are asked to limit their comments to 3 minutes.
- * Citizens will be asked to come to the podium, state their name and address and the subject(s) on which they will comment.
- * If a large number of people are present to register concerns about the same subject, it is suggested that they might be acknowledged as a unified group while a designated speaker covers the various points. This helps to avoid repetition while giving an opportunity for people present with the same concerns to be recognized.

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

Reverend Frank Thomas, Pastor of Mt. Zion Baptist Church, 753 Washington Street.

Rev. Thomas stated his support of Rev. Williams receiving the Humanitarian of the year Award. He expressed concern over the lack of fair housing in the city as well as discrimination against citizens utilizing section 8. He asked the Mayor and City Council to reconsider the Fair Housing Ordinance and have conversations to ensure all citizens are being treated fairly.

The Friendship Table

Corey Aydelett, Alan George, Stephanie Peramas, each introduced themselves. Ms. Peramas stated her, and her colleagues were representing The Friendship Table that works with St. Mary's Episcopal Church and Growing High Point to help with food insecurities. She stated they are blessed and honored to work with such passionate and amazing people and are very inspired by the community. Mr. George stated his appreciation for the community noting the City of High Point is a very nice place to live.

Council Member Peters thanked them all for coming and commended their hard work and passion in wanting to help with food insecurities throughout the City of High Point.

Dr. Kelly Jackson - 3415 Langdale Drive

Dr. Jackson thanked the Mayor and Council Members Jefferson and Johnson for their support with her endeavors of starting a school. She asked that she be notified and included in future conversations and meetings regarding the use of the old High Point Police Department. She said the state of North Carolina has granted permission to start the school and has asked about a facility. She ended with a quote by Marva Collins "I'm a teacher. A teacher is someone who leads. There is no magic here. I do not walk on water. I do not part the sea. I just love children."

FINANCE COMMITTEE - Britt Moore, Chair

CONSENT AGENDA ITEMS

Council Member Britt Moore, Chairman of the Finance Committee stated there are two parts to the Finance Agenda and he would consider the Consent Agenda first.

Council Member Moore made a motion, seconded by Council Member Holmes, to move the Consent Agenda forward with a favorable recommendation.

Motion carried with the following vote:

Aye (9): Mayor Wagner; Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

2023-025 Contract - WESCO Distribution, Inc. - Underground Cable - Electric Department

City Council is requested to award a contract to WESCO Distribution, Inc. in the amount of \$170,360 for the purchase of WHS# 2904 (1/0 UG Primary) underground cable used by the Electric Utilities Department to replenish warehouse stock.

Approved by the Consent Vote.

2023-026 Contract - WESCO Distribution, Inc. - Subsurface 300kVA Transformers - Electric Department

City Council is requested to award a contract to WESCO Distribution, Inc. in the amount of \$551,716 for the purchase of 4 underground (submersible) 300kVA Transformers used by the Electric Utilities Department to replenish warehouse stock.

Approved by the Consent Vote.

2023-027 Change Order #6-Budget Ordinance-Capital Project Ordinance - Samet Corp. - Parks & Recreation - City Lake Park Bond Project

City Council is requested to approve potential change order #6 with Samet Corporation (CMAR) in the amount of \$537,620.43 for the City Lake Park Phase 1 Bond project and a budget ordinance amendment and capital project ordinance utilizing \$312,620 in general fund reserves to cover the additional costs/improvements.

Approved by the Consent Vote.**2023-028 Position Reallocation - Parks & Recreation - Recreation Coordinator (ASPIRE) Program**

City Council is requested to approve a change to an existing part time, benefited Program Activity Leader position to a full time Recreation Coordinator position in our Adaptive Sports, Programs and Inclusive Recreation (ASPIRE) division by reallocating funding from and eliminating a part time Recreation Attendant position.

Approved by the Consent Vote.**2023-029 Resolution - Interlocal Agreement - Piedmont Discovery Application - Parks & Recreation**

City Council is requested to adopt a resolution authorizing the execution of an updated interlocal agreement and expand upon the original agreement between City of High Point, Greensboro and Guilford County and speaks to additional responsibilities, while adding data providers including Gibsonville, Jamestown, Oak Ridge, Pleasant Garden, Stokesdale and Summerfield.

Approved by the Consent Vote.**2023-030 Agreement - Three Party - United States Department of Transportation (USDOT) and North Carolina Department of Transportation (NCDOT) for Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Funding - Improvements to Elm Street and Construct Phases 1-3 Southwest Heritage Greenway**

City Council is requested to consider a Three-Party Agreement with the United States Department of Transportation (USDOT) and North Carolina Department of Transportation (NCDOT) for Rebuilding American Infrastructure with Sustainability and Equity (RAISE) funding in the amount of \$28,489,089 for construction improvements to Elm Street and construct the Phases 1-3 of the Southwest Heritage Greenway within City Limits.

Approved by the Consent Vote.**2023-009 Change Order No. 7 - Richland Creek Sewer Outfall Aerial Sewer Pipe Replacement Project, Garney Companies Inc.**

To approve Change Order No. 7 to Garney Companies Inc. of an additional manhole and pipe stub-out that will be paid by the Town of Archdale, NC. The Change Order includes related labor, materials, equipment, and overhead outside of the scope of the original contract for the Richland Creek Sewer Outfall Aerial Pipe Replacement Project which is currently under construction.

Approved by the Consent Vote.**2023-007 Contract - Rebuild-It Services Group, LLC**

To hire Rebuild-It Services Group to perform additional work on DAF #3 (dissolve air flotation thickener) at the Eastside Wastewater Treatment Plant (WWTP).

Approved by the Consent Vote.

2023-010 Riverdale Pump Station Improvements Study- Amendment I - The Wooten Company

To approve a contract amendment to The Wooten Company (purchase order 108042) for the additional work required to evaluate the feasibility of expanding the Riverdale Pump Station to 44 MGD (million gallons per day) as part of the ongoing Riverdale Pump Station Improvements Study Report.

Approved by the Consent Vote.

2023-031 Resolution - Sale of City Owned Property - Sterling Real Estate Development of NC, LLC - 1117 Jefferson St. - 1119 Jefferson St.

City Council is requested to adopt a resolution accepting an offer of \$20,000.00 from Sterling Real Estate Development of NC, LLC for two (2) City owned vacant lots: (1) located at 1117 Jefferson Street Parcel No. 174216, and (2) 1119 Jefferson Street Parcel No. 176062 and authorize the sale of the properties through the upset bid procedure of N.C.G.S. 160A-269 and direct the City Clerk to publish a public notice of the proposed sale in accordance with N.C.G.S. 160A-269.

Approved by the Consent Vote.

2023-032 Sale of City Owned Property - North Carolina Department of Transportation (NCDOT) - Easements Johnson Street-Sandy Ridge Road Widening Project

City Council is requested to approve the sale of a permanent drainage easement, permanent utility easement, and temporary construction easement to the North Carolina Department of Transportation (NCDOT) for the Johnson Street/Sandy Ridge Road Widening Project in the amount of \$34,950.00.

Approved by the Consent Vote.

PENDING ITEMS

REGULAR AGENDA ITEMS

2022-590 One High Point Commission - Budget Ordinance and Date Extension Request

Staff requests that City Council approve:

1. Budget Ordinance amendment in the amount of \$45,000.
2. Request for an extension of the date for the presentation of recommendations to Council from the current June 2, 2023, deadline to January 17, 2024.

Council Member Moore made a motion, seconded by Council Member Jefferson, to pull agenda item 2022-590 from pending status and bring it forward for consideration.

Motion carried with the following vote:

Aye (9): Mayor Wagner; Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

Council Member Moore stated that agenda item 2022-590 is a One High Point Commission budget ordinance and a date extension request. He requested Mr. Hollis to provide a brief report.

Jeron Hollis, Managing Director, provided the staff report for this item stating this is a budget ordinance from the One High Point Commission as well as a request for a date extension to finish the work the Mayor and City Council has requested.

In response to Mayor Wagner, Mr. Hollis confirmed the current deadline is June 2, 2023.

Council Member Moore stated the budget ordinance is in the amount of \$45,000 which includes \$5,000 for community outreach, \$20,000 is for a Project Manager, and \$20,000 for a subject matter experts.

Council Member Moore made a motion, seconded by Council Member Jefferson, to approve the Budget Ordinance as noted in agenda item 2022-590.

Beginning of Transcript

Council Member Moore: *When this commission was formed, I believe the goal and the intension is good and I think the purpose is good. I was one who felt like that us here before you as Elected Officials would have maybe worked in a different business model than the one that was approved by Council. In as such, as it's gone forward, I have learned several things. Some of my beliefs have been reaffirmed and strengthened and I know that we all come from our own space in time and our own context to discussions like this. It is a very challenging topic. But I've always felt since I became an adult, very very fortunate to have been born in High Point, and as I have traveled the world at different times, that has got even stronger. As the gentleman eluded earlier, he's found this is the only City he likes. It's not been a perfect City, but we stand on the shoulders of an incredible history of both socially and economically. I stopped by today to see the February 1st plaque memorial behind the old Radisson. Ya'll familiar with that? If your not, I encourage you to either Google search it or go by and look at it and read it. If you equate that to when I was born before you go to the next 22 years until the human brain supposedly develops and you know something, you'll see that in the 60's, the early 60's, and 1960, that my generation was fortunate to have had those that fought the tough challenges for a lot of positive movement amongst our communities. Not only here, but across the country. So I think this can get us further down the road and I will hope that at the end of my time, I've help move the pendulum forward instead of either leaving it still or moving it backwards. That's why I have changed on the finance part. Make no mistake, I feel like this amount of money and the way we view money today, it doesn't sit with my mind the way I was raised or see it. Especially when you think of people in their 30's 40's or younger who have lived under the truth that we federally just print money. It just shows up. I feel like this amount of money could have been raised pretty easily in the*

private sector without coming to the public sector. With that being said, I feel like the discussion and the answers that are being requested are important enough to me, that I will agree to vote favorably for this recommendation.

Mayor Wagner: Anyone else like to be heard?

Council Member Jones: So reading through this are we still...

Mayor Wagner: Well, there's no motion on the floor right now.

Council Member Jefferson: Yes, there is. There is a motion by..

Mayor Wagner: That's right, I'm sorry, you're right. There is a motion to approve the \$45,000. We are not to the date.

Council Member Jones: We are not on the date part just the..

Mayor Wagner: No, just approval of the budget ordinance amendment.

Council Member Jefferson: I seconded that Mr. Mayor.

Mayor Wagner: That's right. Okay; anyone else?

Council Member Jones: I will state that I have spoken to a few members of Council about this, and I know there is all different schools of thought out in the community about topics or whatever, but there have been times in my life where I've had to pay certain amount of money to get an estimate to find out if I have a problem or not. I had to pay, and I feel like this committee is committed to getting us real data, real things we can look at and I'm conservative as they come to spending money, but to what Council Member Moore said, I think it's worth making sure we don't leave any stone unturned. I will support it because I feel like we need to at least get those answers, get that information.

Mayor Wagner: Anyone else? Okay all those in favor please signify by saying aye.

Aye: Council Member Holmes, Council Member Johnson, Council Member Peters, Council Member Moore, Council Member Williams, Council Member Jones, and Council Member Jefferson

Mayor Wagner: Anyone opposed?

Nay: Mayor Wagner and Council Member Hudson

Mayor Wagner: Motion passes with a vote of, I believe it was 7-2. Okay, Mr. Moore.

Council Member Moore: The second part of this request is for extension of the date for the presentation of recommendations to Council, from current date of June 2, 2023, deadline to January 17, 2024. I'll entertain a motion on that.

Interim City Attorney Maguire: Can we get a clarification on the second vote for the Clerks? The two that were no. Okay, thank you.

Council Member Jefferson: Mr. Mayor and Chairman Moore, I make a motion to approve the recommendation for the request of the extension.

Council Member Johnson: I second.

Mayor Wagner: There is a motion and a second to approve the extension. Any discussion?

Council Member Holmes: Yes, Mr. Mayor, in light of the timelines that we are facing with this being an election year and also the potential that this will cross over into another Council, I feel like the work that this Council has done, and this Commission has done, it needs continuity. **I would like to make a motion that rather than extending it until the January deadline which will cross over into a new Council, that we look at the only meeting in September, I think that is the September 18th meeting.** I think if we get, since the budget has been passed, and we get our subject matter experts in process now, I think the additional three months along with staff, and the work that has been done, could be sufficient to deliver those to this Council and also any suggestions that come before that, it will also give us time to enact any solutions as we work in concert with the Commission. I don't want to hand this over to a Council that could be radically different and lose the momentum that we've gained with the Commissions work.

Council Member Williams: I second that substitute motion.

Mayor Wagner: So, we have a substitute motion to extend the time to September the 18th. We will vote on that, the substitute motion first. Does anyone have any comment on the substitute motion?

Council Member Jefferson: Mayor Wagner I'm curious about the substitute motion. We get the recommendations back in September to your point Councilman Holmes, about being able to act on that during this duration of Council, I find it highly unlikely that we get recommendations back in September and act on anything between September and November. I think regardless of what year it is, you're asking for a 60 day turn around. I admittedly, if there is going to be an extension, what I'm really curious to hear is from.. I know there's staff and a number of Commissioners that are here who have been involved in that work. This is my first-time hearing about three months as opposed to, I think this other one goes from June to January so its seven months. I'd be curious to know, with the extension that we identified originally, what are we cutting short to not get this process right that if you're going to invest that money the \$45,000, that we all just voted to approved just about, I want to make sure we do it the right way. For the point of wanting to get it done in three months with the hope that you act on it within 60 days before the change in the guard, just know that doesn't seem feasible to me. If I was forecasting anything here, even if we approved the extension into September, that this body is not going to vote on anything, on those recommendations, before November or before December. To me, that sounds highly unlikely. Not that we won't want to take action on things, but for whatever considerations there are regarding any restorative economic policies that we talked about, or some of the stuff we talked about with transportation infrastructure, just some of that stuff when those recommendations come back, I mean it's going to take a mountain of studying the feasibility of that by City Management and Staff. So, part of it is if we are going to give the \$45,000 for you know, a just do in terms of doing this right to the point of Councilman Jones and Chairman Moore made about this, if you're going to do it and do it right, I think that trying to rush it (inaudible) with the idea that we then pass something within 60 days, that is completely unfeasible and if I'm understanding it differently, I'd love to hear from some Commissioners. I recognize that

you two are on the Commission, I recognize Chairman Alston is also here from the Commission and also some staff members are here from that. I'm also curious to hear from our City Manager and her team that if we get recommendations back in September, how feasible is it that we pass anything by November.

Council Member Holmes: *Yes, Councilman Jefferson, I will defer to staff. My thinking is that this is not a singular motion. This is not necessarily a singular package that we would have to work on once the recommendations are there. The subject matter experts will approach this in the topics that were defined in the Commission. They can return recommendations to us at any point during the time they begin their work and the time that they deliver the final report. So, to your point, yes, any study that will happen, not just happen in this Council but the next, but the report will be completed in its entirety. Now if there are policies that we can enact in between the time we commission the subject matter experts and the time of September when they deliver that I made in the substitute motion, then Council can act on those. They can deliver that to us, we can vote on those individually, but the final report itself, can be delivered so that this Council will have time to deliver a final product to whatever the next iteration of Council may be. So that it will be fully and intact rather than delivering this with no back story or no information to a brand-new Council. My concern is, that even if this Council is radically different, if this work is then delivered, you've lost some continuity. But I'm open to any interpretation or any additional information from staff. City Manager please enter the debate.*

Council Member Williams: *If I can, just as a reminder, plus when I looked at some of the suggestions of some of the work that came out of the Commission, it is in line with some of the work that we've already done. When you talk about something that is applicable with this body, we've already taken some steps in that direction. The other part was when we voted to formulate to support to forming this Commission, we did agree that it would be with this body and not the next. I'm just you know, keeping it to what we agreed to at the beginning. We haven't had anything at least to my knowledge that came up that changed that mind set or that thought. Like I said, I thought they put in plenty of work, they've done a lot of good work, and then the suggestions that come out is I think I said is applicable to what we do now and every step that Councilman Holmes have already discussed.*

Council Member Jefferson: *So perhaps I'm confused. Can I get clarification of why January 17th was requested originally then? Because if it was always fine to come out by September, I don't imagine why we requested January in the first place. My point is that if folks asked for January, there must have been something we expected to get done in that additional four months.*

Council Member Williams: *I thought that was when the sundown was for the Commission was. It was just a date of ending the Commission. Is that not what it was?*

Mayor Wagner: *June 2nd.*

Council Member Jefferson: *June 2nd like of this year was ending the Commission and now the request is for this to be pushed to be done next January. The substitute motion is for it to be done earlier and I'm trying to get an understanding of the original request*

that it be pushed to January, because if that's no longer a valid reason for it to be pushed to January then that's the only thing that validates it moving up to September.

Council Member Holmes: *So, there was some findings in the Commission and also during that discussion period, we realized that some of the information and some of the subject matter experts that were needed we did not have. So this prompted the request for the extension and also we did have to formulate, we began with no budget so part of that discovery period is formulation of a budget, which we now crafted and so several months of debate about the budget has lead us to a point where we lost, not necessarily lost, but we were not able to maximize some of the initial period of the Commission. So that prompted the extension. I believe now with the passing of the budget, and the implementation of the subject matter experts, that we are able to now, if we have an additional three months, that I believe we can still deliver it this year and not take it into a new Council.*

Council Member Jefferson: *I'm sorry, I don't know that answered my question. I'm very curious. We set an extension that came from the Commission to extend seven months and now I'm hearing we don't need seven months; all we need is an additional three. Why was there a request for the additional seven months for? I know what you said the extension was, but in my mind, we are running the risk of cutting that back by four months and that four months of time that could have been spent making sure we have all of our ducks in a row. I think the other thing that is very true to me is wanting the report done before this iteration of Council is gone, so that we can hand over a report to a new Council in December of that year. There is no different in that report being done January and the report being handed to them then. That new Council.. is there fear that the new Council will come in December and shut down the Commission of December of this year? Like that's not going to happen, there is a Resolution for it to go on to January of next year. A radical Council? Maybe I'm missing something. Forgive me for being as transparent as I'm being here. I'm just not understanding what we mean by a new iteration of Council going to shut down some report.*

Council Member Holmes: *No, it was never about shutting down the Council, it is about the continuity of the work and the (inaudible) of bringing new Council Members on. Also, to Councilman Williams point, we did agree that it would be delivered within this body of Council. So, if we're pushing it to January, we are not meeting that.*

Mayor Wagner: *So, yes, Council Member Johnson.*

Council Member Johnson: *So even if we extend it by that time, and it's finished by September, would that be a problem?*

Mayor Wagner: *In terms of what?*

Council Member Johnson: *Because they can present it. The Commission can come and present it. Let's say it's done by September, they can come and present it in September okay, and their work is done. Am I correct? So, what would be the problem? Am I missing something?*

Council Member Jefferson: *You're saying what's the problem with having a deadline of..*

Council Member Johnson: *If we would to extend it, but finish it in September, because I do understand, (inaudible) we did originally say we wanted it for this Council, so I get that and I want that also. This Council started it, and I would love for the Commission to present it to this Council, so if that could be done by September, let's just say something would happen by September and it's not done, we still have that extra time; but on the flip side if it is done, then it could be presented in September.*

Council Member Jefferson: *Yeah, I like that idea better of not hand cuffing them to September, cause if we get to September and have to request another extension, we're just going to have this debate all over again. I honestly don't see the harm in allowing the request to go to January. We're not running a risk of another Council like however it lands out, whatever Council is in here in December whether they get the report when they swear in on December 1st or they get the report January 17th, it's still going to start, it's going to be a new report for a new Council so we set the agreement, the extension for January, and if they get it done in September great, it will be done in September, that will be awesome, but we're hand cuffing it trying to cut it back down to September.*

Mayor Wagner: *My feeling on this is that the original plan was to have it done in a year. For whatever reason we are hearing from the Commission that it's not going to be done in a year. I have a lot of heart burn over the idea that we created this Commission, this body voted to create this Commission, and then we're being asked essentially to hand it off to the next Council and never have to deal with the result of the Commission. And so, I personally don't want the next Council, whoever, maybe none of the nine of us sitting here, I don't know, but whoever that next Council may be, I don't think it's fair to that next Council for the first thing to land in their lap, to be the result of the work of this Commission. And I just think, to me, it just doesn't look right for us to create this Commission and then never see the results of what we've created and pass it on to the next Council. I think we owe a duty to our citizens because this Commission was created under this Council, and I think we owe a duty to our citizens to be the ones to deal with the results of the Commission.*

Council Member Jefferson: *Very good points.*

Mayor Wagner: *So, for me, September is much better. Technically our work is not done until the first meeting in December. So we have, you know we're going to have two in a half full months to deal with it and I do trust that we're going to learn a lot of what's going to be coming out of this Commission in advance. Some things we may be able to deal with ahead of time as they come out. I just can't support going to January cause I just, I just don't support us creating something and burdening the next Council with it. We created it and we have to weigh in on it.*

Council Member Jefferson: *Mayor that is a good point, the nature of government is that we always create something that the next body of government takes on. Whether it was with what you all created with downtown that three different Councils have lead or blight reduction that three different Councils have led or some of the other issues that we are dealing with across the whole City. Every iteration of government always picks up the mantel for what the next ones do. I think the other point that is very clear to me is that the report coming out in September, to say that we do not want to have that be the first thing*

they get, if the report comes out in September, and they get in office in December, it's going to be the first thing they get. I don't know what we are anticipating doing in September, October, November. I think the other point that we may do something in September, October, November to enact these recommendations is to say that we may very well vote on something in October and November which will be the fastest we've ever voted on, just to be very clear ya'll, I have to be honest with my peers here, that's the fastest we've ever voted on anything. So assume that we will vote on something in October and November then we voted on something that we just hand right over to the next Council. So the whole point here is that government is constantly working for future iterations of government to pick up the mantel, and all I'm saying is there is no harm in that deadline being in January because to be clear here, the next iteration of Council will have to pick up this work. And if we finish the report in September, that does not stop that iteration of Council from saying in December, we got the report, we're not doing anything with it. This reality and feasibility of us doing something in September, October, November, I just don't see that is a good enough reason to try to restrict it back to September. Also, I request Mr. Mayor to hear from Chairman of the Commission on this because this is literally my first time hearing this. Everything I heard on this was that we were going seven months. So I request to hear from the Chairman of the Commission whose here.

Council Member Peters: *May I make a comment?*

Mayor Wagner: *Yes.*

Council Member Peters: *I just want to say, that based on what all I'm listening to, I agree with both sides. I understand both sides, I really do Cyril. I understand what the Mayor is saying too. You know we need to remember if the report is due by the end of September, we do have time that we can make policy changes, which is basically the whole thing we are hoping can come out of this, is to change policy; so the policy that we create, or change helps reduce challenges for some folks. The other thing I wanted to say is that once a new Council is put in place, they would have the right to re-establish the Commission. There's nothing saying that they can't say okay we want to re-establish the Commission for another year. I mean, so I understand both sides, but I do kind of feel that the September date will give us time to really make sure we can be policy change makers, that if we can make a difference then we have the ability to do. So that's how I kind of see that.*

Council Member Jones: *Mr. Mayor if I may.*

Mayor Wagner: *Yes.*

Council Member Jones: *I think we have two different conversations one is about the study from the Commission that we said would take one year and there is a separate conversation, what can we do with that study. All were saying is we wanting results. What I'm hearing is, which I agree with, I would like the results of that study before the next Council takes office. I think the results from this, depending on what the study shows will affect the next Council and maybe two or three Councils. Nothing we're going to be able to do will be able to fix anything by the end of the year right. The point is, Councilman Jefferson, I see what you're saying too, I don't think if we back it up to*

September their going to get something to us and all of a sudden, we make two or three policy changes end of the story put a bow on it. I think that we approved the financials, we're saying here's a few more months to get it back to us, but I don't feel right passing on this to the next Council either. So, the fact of whether or not we have enough time to do anything or not, I think is fairly irrelevant. I feel like the next Council will probably continue whatever we do based on this study that we were smart enough to approve in some ways and get this information and see what it shows. So, for that reason, I agree with your motion Councilman Holmes. Let's get this study done in our term and then see what we decide to do with it and then we pass the baton to the next Council to see what they decide to do with it.

Council Member Peters: *I have another thought please. I'm really trying to understand both sides and you know like what Council Member Johnson said if the study is done sooner, they can submit it. By making them have to have it done sooner it could jeopardize the extent of the study. I mean the request was until January of 2024.*

Council Member Moore: *Originally it was June.*

Council Member Peters: *Yeah well you know what we went through, (inaudible) there are lots of times, just FYI we extend things that none of us really want to. That being said, I don't know if.. I kind of feel Council Member Jefferson is right. We are not going to have enough time to enact on it, and like Council Member Holmes said whoever is going to be running for re-election, we're going to be so busy doing that cause it is an election year, that there's not to much we are going to be able to do in two months. I understand that too. So maybe it is better for us, because it is an election year to let's do it for January. So I could go either way.*

Council Member Moore: *If we extend to the September date then the Council that created the Commission will have opportunity to comment on the results that come out of the Commission they created. If we extend it to January 2024, those of us who are not up here next time do not have a voice in the results of what we created. To Mr. Jefferson's point, governments do get into things, capital projects, policy projects that take time, that go into new Council and picked up that's correct, however, this vote here allows us the opportunity not to have to pass that. I will support, on that bases, I will support the move to the September date but I cannot support the 2024 January date.*

Council Member Jefferson: *You all, I think probably what is a little perplexing, and to be clear I'm still requesting to hear from Chairman Alston, so Mayor if you will grant that.*

Mayor Wagner: *I don't mind to grant that, but the Liaisons to the Board are here and speaking on behalf of the board. If there's no objection, I don't have a problem with hearing it.*

Council Member Jefferson: *Yeah, I'd love to hear from Chairman Alston. Chairman Alston if you don't mind. And as he walks up, the point I keep hearing is that like this body of government ought to be the ones to be able to speak to what comes out of the report. We are about to enact a study, that's going to be huge, that won't be completed for a year and a half until after the study is done, and a whole different body of government*

is going to be the ones to speak to that study. It happens so much that I cannot understand, I mean is this a special case for some of us where we like to speak on the one thing and rush something, because we constantly talk about rushing things right. Like when this was actually voted on, my memory is not short enough to where I can't recall that everyone who voted against it, was because they thought we needed more time to even vote to enact this commission. Now it's saying we will move it up faster. I cannot for the life of me understand why anyone who supports this work being done thoroughly would try to hand cuff them with four less months, when if it gets done in September, it's done in September. Otherwise, give them the time they need. I'd love to hear from Chairman Alston.

Mayor Wagner: *Before I recognize him, what I would say in response to that is first of all, this Commission was created with an end date, a certain end date was June 2nd. So we are not taking time away from them by granting an extension, we are extending you three months instead of seven months. We are not taking time away from them at all. This is a question of how much additional time we are going to give them. When in last June or May whenever we approved it, that the date to complete their work is one year. We are not taking any time away from them. The question is how much more time we are going to give. Chairman Alston, I recognize you. I think what Council Member Jefferson is seeking, and if I say incorrectly, Council Member Jefferson please correct me, is he wants to know the Commissions justification for asking for the January 2024 extension.*

Chairman Alston: *Well first of all, good evening, everyone. The answer is simple. We knew we needed to ask for an extension and we set the date out far enough that we knew by the end date in January that we would have it done by that time. But we also recognized that we have the option of completing it early. We just didn't want to come back in August or September and ask for another extension. So, the January date was just to assure us that we have enough time for our selected content experts to thoroughly do their job, knowing that you can always present it early. We just didn't want to come back and make another ask to extend it. That is purely why we chose January. We also know elections were happening during that time. December you know you may pass it, you may not. So, we were looking at all those factors when we established that January date.*

Council Member Hudson: *May I ask a question before you leave? Would you prefer the January date or the September date hearing what we've said. Would you still prefer January?*

Chairman Alston: *For the reason that I gave, I would prefer the January date with the understanding that if we can complete it in September, you know we will certainly do that. It was just simply so we wouldn't have to come back and ask for another extension if we found ourselves in that position.*

Council Member Hudson: *Thank you. I will vote for what you asked for. Thank you.*

Mayor Wagner: *Okay, has everyone been heard on the substitute motion who would like to be heard?*

Council Member Moore: *I'll just say before the vote that I appreciate the thought process that the Chairman shared with us. I would extend back to the other side and let*

the Commission and the Liaisons know that I have no problem with you coming back in September and letting us know that you weren't able to do what was asked for in the substitute motion.

Mayor Wagner: *Okay, just to make sure we are all on the same page. The substitute motion was to grant an extension of time through September 18, 2023, for the report from the One High Point Commission. Sounds like we are pretty divided, so what I'm going to do in the interest of the Clerk not to get confused, is I'm going to call the roll for a vote okay? Council Member Holmes, how do you vote?*

Council Member Holmes: *Aye:*

Mayor Wagner: *Council Member Johnson?*

Council Member Johnson: *Nay.*

Mayor Wagner: *Council Member Moore?*

Council Member Moore: *Aye.*

Mayor Wagner: *Council Member Peters?*

Council Member Peters: *Aye.*

Mayor Wagner: *Council Member Williams?*

Council Member Williams: *Aye.*

Mayor Wagner: *Council Member Hudson?*

Council Member Hudson: *No*

Mayor Wagner: *Council Member Jones?*

Council Member Jones: *Aye*

Mayor Wagner: *Council Member Jefferson?*

Council Member Jefferson: *No*

Mayor Wagner: *And I am an aye, I believe that is 6 to 3 in favor of the substitute motion to extend through September 18th. Seeing how the substitute motion passed, the original motion is now moot. We will move on. Council Member Moore do you have anything else from Finance?*

Council Member Moore: *No, I think I took up enough time.*

{End of Transcript}

COMMUNITY DEVELOPMENT COMMITTEE - Council Member Williams, Chair

CONSENT AGENDA ITEMS

Council Member Williams stated there are three items for consideration under the Consent Agenda and noted there are two item that are demolitions. He asked if there were anyone here to speak to any of the demolitions.

Tiffany Thomas, spoke regarding the property at 2321 Brentwood St. She stated she has been in contact with the City regarding the plans for the property, and has contacted a demolition company which are in the process of getting permits and checking for asbestos in order to get it removed.

In response to Council Member Williams, Lori Loosemore, Code Enforcement Manager, stated there are two options available, this item can be placed in pending and revisit it in 30 days or pass the ordinance and if she moves forward with the demolition or repairs, an approved agreement by legal can be signed.

A motion was made by Council Member Williams, seconded by Council Member Moore, to move agenda item 2023-001 to pending.

Motion carried by the following vote:

Aye (9): Mayor Wagner; Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

Council Member Williams asked if there were anyone that wished to speak regarding the property located 1205 Bradshaw Street. Seeing none, he made a motion, seconded by Council Member Hudson, to approve the remainder of the Consent Agenda.

Motion carried with the following vote:

Aye (9): Mayor Wagner; Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

2023-022 Resolution - Conveyance of Properties to Community Housing Solutions for the Cedrow Affordable Housing Project

City Council is requested to approve a resolution conveying the properties to Community Housing Solutions of Guilford, Inc. to construct affordable housing.

Approved by the Consent Vote.

2023-000 Ordinance - Demolition of Dwelling - 1205 Bradshaw St.

Adoption of an ordinance ordering the building inspector to effectuate the demolition of a dwelling located at 1205 Bradshaw St.

Approved by the Consent Vote.

2023-001 Ordinance - Demolition of Dwelling - 2321 Brentwood St.

Adoption of an ordinance ordering the building inspector to effectuate the demolition of a dwelling located at 2321 Brentwood St.

Continued to the February 20, 2023, City Council Meeting.

PROSPERITY & LIVABILITY COMMITTEE - Council Member Hudson, Chair

CONSENT AGENDA ITEMS**2023-021 Resolution - City of High Point Becomes a Bee City USA**

City Council is requested to approve a request from Keep High Point Beautiful for the City of High Point to become an affiliate of Bee City USA.

Rebecca Coplin, Beautification Project Manager, provided the staff report for this item.

In response to Council Member Holmes, Ms. Coplin stated they work with North Carolina Department of Transportation to plant more native flowers along the highways.

A motion was made by Council Member Hudson, seconded by Council Member Jones, to approve agenda item 2023-021.

Motion carried with the following vote:

Aye (9): Mayor Wagner; Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

PLANNING & DEVELOPMENT - Mayor Jay W. Wagner**2023-011 Resolution of Intent, Annexation 22-07**

Approval of a Resolution of Intent to establish a public hearing date of February 20, 2023, to consider a voluntary non-contiguous annexation petition for approximately 11.14 acres. The site is generally located northeast of intersection of NC 66 and the westbound I-74 exit ramp (approximately 430 feet north of the westbound I-74 exit ramp and approximately 700 feet east of NC 66). The site is addressed as 2815 and 2817 Highway 66 South and also known as Forsyth County Tax Parcels 6883-81-3002.00 and 6883-81-4068.00.

A motion was made by Mayor Wagner, seconded by Council Member Hudson, to approve the Resolution to establish a public hearing date for Voluntary Non-Contiguous Annexation.

Motion carried by the following vote:

Aye (9): Mayor Wagner; Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

2023-012 Initiation of Zoning Map Amendments

A request by the Planning and Development Department for the City Council to initiate zoning map amendments for the fifth group of properties as part of the City's Comprehensive Zoning Map Amendment Project.

A motion was made by Mayor Wagner, seconded by Council Member Hudson, to approve the initiation of zoning map amendments.

Motion carried with the following vote:

Aye (9): Mayor Wagner; Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

PENDING - PUBLIC HEARING**2022-557 AAA Storage Management, LLC, Zoning Map Amendment 22-24**

A request by AAA Storage Management, LLC to rezone an approximate 3.5-acre parcel from a Conditional Zoning Light Industrial (CZ-LI) District to an amended Conditional Zoning Light Industrial (CZ-LI) District. The site is located approximately 580 feet west of NC68 and approximately 570 feet south of Willard Dairy Road.

Herb Shannon, Senior Planner, provided information regarding this item. He noted the petitioner has requested to continue this item to the February 20, 2023, City Council Meeting.

A motion was made by Mayor Wagner, seconded by Council Member Hudson, to leave agenda item 2022-557 in pending and move it to the agenda for February 20, 2023.

In response to Council Member Moore, Mr. Shannon explained the location of the site.

Motion carried with the following vote:

Aye (9): Mayor Wagner; Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

PUBLIC HEARINGS**2023-018 High Point Bowman, LLC, Annexation Case 22-06**

A request by High Point Bowman LLC to consider a voluntary contiguous annexation of approximately 17.8 acres. The proposed annexation site is located approximately 2,000 feet east of the intersection of Baker Road and Townsend Avenue, directly south of I-74. The site is addressed as 741 Summey Avenue, 730 Summey Avenue (portion) and 1308-Near Baker Road (portion) and also known as Guilford County Tax Parcels 157946, 180691 (*eastern portion of parcel*) and 180694 (*eastern portion of parcel*).

Mr. Shannon, Senior Planner, provided the staff report for this item.

Mayor Wagner opened the public hearing.

Katie Bradley, stated she is here on behalf of Timmons Group, the Engineering Company, representing High Point Bowman, LLC and is here to answer any questions.

Mayor Wagner asked if there were anyone else to speak for or against this item. Seeing none, he closed the public hearing.

A motion was made by Mayor Wagner, seconded by Council Member Hudson, to approve Annexation Case 22-06.

Motion carried with the following vote:

Aye (9): Mayor Wagner; Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

2023-013 Bricks & Beams, LLC, Zoning Map Amendment 22-26

A request by Bricks & Beams, LLC to rezone approximately 7.2 acres from the Heavy Industrial (HI) District to the Light Industrial (LI) District. The site is located along the west side of W. Green Drive, between W. Grimes Avenue and Taylor Avenue (700-A, 716, 720, 730 W. Green Drive, and 908 Taylor Avenue).

Herb Shannon, Senior Planner, stated the applicant had a schedule conflict and has requested this item be continued to the February 20, 2023, City Council Meeting.

In response to Mayor Wagner, Mr. Andrew Irby, Attorney with Roberson, Hayworth, and Reese, stated he is here out of abundance of caution in case there were questions regarding the continuance.

A motion was made by Mayor Wagner, seconded by Council Member Moore, to continue agenda item 2023-013 to the February 20, 2023, City Council Meeting.

Motion carried with the following vote:

Aye (9): Mayor Wagner; Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

2023-014 Price Nursery (Richard Price), Zoning Map Amendment 22-27

A request by Price Nursery to rezone approximately 0.8 acres from the Residential Single Family - 5 (R-5) District to the General Business (GB) District. The site is located along the south side of Scott Avenue, approximately 530 feet west of N. Main Street (115, 117, 119 and 121 Scott Avenue).

Mayor Wagner opened the public hearing.

Herb Shannon, Senior Planner, provided the staff report for this item.

Judy Stalder, 3735 Admiral Drive, stated the property owners are working together to unify zoning for these properties to allow for future development.

Mayor Wagner asked if anyone else would like to be heard regarding this item. Seeing none, he closed the public hearing.

A motion was made by Mayor Wagner, seconded by Council Member Johnson, to approve this item and stated the approval of this item is consistent with the City's

adopted plans and it is reasonable in the public interest for the reasons stated in the staff report and by the Planning and Zoning Commission.

Consistency and Reasonableness Statements:

That Zoning Map Amendment 22-27 is consistent with the City's adopted policy guidance because the proposed zoning map amendment is supported by the Land Use Plan and policy guidance statement for the conversion of this area from a residentially zoned area to a commercially zoned area. Furthermore, the request is reasonable and in the public interest because the requested GB District matches the surrounding zoning and development pattern and will remove unintended barriers to redevelopment.

Motion carried with the following vote:

Aye (9): Mayor Wagner; Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

2023-015 City of High Point, Plan Amendment 22-06

A request by the City of High Point to change the land use classification for approximately 263 acres to a variety of land use map classifications, in multiple areas along the Jamestown bypass corridor, based on recommendations in the Jamestown Bypass Land Use Assessment.

Mayor Wagner opened the Public Hearing.

Andy Piper, Senior Planner, provided the staff report for this item and noted this is a joint case in conjunction with agenda item 2023-016 City of High Point Zoning Map Amendment 22-28.

The vote for this item is noted with the vote for Agenda Item 2023-016.

2023-016 City of High Point, Zoning Map Amendment 22-28

A request by the High Point City Council to rezone 13 properties, totaling approximately 76 acres, to address recommendations of the Jamestown Bypass Land Use Assessment Report (adopted May 2021).

- a) Northern portion of Area 6A of the Jamestown Bypass Land Use Assessment Report: To rezone approximately 11.5 acres from the Heavy Industrial (HI) District to the Residential Single Family - 5 (R-5) District. The zoning site is located south of the Jamestown bypass and approximately 210 feet east of N. Scientific Street (*portions of 422, 430 and 420 N. Scientific Street*).
- b) Southern portion of Area 6A of the Jamestown Bypass Land Use Assessment Report: To rezone approximately 6.5 acres from the Light Industrial (LI) District the Residential Single Family - 5 (R-5) District. The site is located east of the intersection of N. Scientific Street and

Longview Road (324 N. Scientific Street and a portion of 420 N. Scientific Street).

- c) Area 6B of the Jamestown Bypass Land Use Assessment Report: To rezone approximately 58 acres, from the Light Industrial (LI) District to the Residential Single Family - 3 (R-3) District. The site is generally located east of the railroad tracks, north of N. Scientific Street and the Meadowview Acres subdivision, approximately 1,300 feet west of Dillon Road and south of the Jamestown bypass.

Herb Shannon, Senior Planner, provided the staff report for agenda item 2023-016 City of High Point, Zoning Map Amendment 22-28.

In response to Council Member Moore, Mr. Shannon stated Planning and Zoning Commission recommended denial of tract one and that it be omitted from the request all together and staff has no objections.

In response to Mayor Wagner, Mr. Shannon stated if a hotel is built at I74, and Jamestown bypass, a land use plan amendment would not be necessary noting that under zoning option GB a hotel could be built.

Council Member Jones noted that he will need to be excused from voting on agenda item 2023-015 as one of his businesses is located within the area being considered.

A motion was made by Mayor Wagner, seconded by Council Member Williams, to excuse Council Member Jones from voting on agenda item 2023-015.

Motion carried with the following vote:

Aye (9): Mayor Wagner; Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

Council Member Jefferson noted he would need to be excused from voting on agenda item 2023-015 because his residence is within the boundary being considered.

A motion was made by Council Member Hudson, seconded by Council Member Holmes, to excuse Council Member Jefferson from voting on Agenda Item 2023-015.

Motion carried with the following vote:

Aye (9): Mayor Wagner; Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

Mayor Wagner reminded everyone of the public hearing and asked if the anyone would like to be heard regarding agenda items 2023-015 and 2023-016.

Kenneth Irvin, 300 N. Scientific Street, stated he is in favor of removing his parcels from the recommendation noting it is track one.

Richard Glover, property owner in track one, stated he is in favor of his property being removed from consideration, noting his property is in track one.

Michael Whitfield, 210 Brookview Circle, stated he attended the rezoning meeting in December and would like to oppose the recommendation to change the zoning of tract two. He said being a resident of the neighborhood for 27 years, he has seen a lot of changes in the neighborhood and has some concerns.

Mayor Wagner asked if anyone else would like to be heard regarding these two agenda items. Seeing none, he closed the public hearing.

Mayor Wagner made a motion, seconded by Council Member Hudson, to approve the land use plan amendment 22-06.

Motion carried with the following vote:

Aye (7): Mayor Wagner; Council Member Moore, Council Member Johnson, Council Member Williams, Council Member Peters, Council Member Hudson, and Council Member Holmes

Excused (2): Council Members: Jones and Jefferson

A motion was made by Mayor Wagner, seconded by Council Member Hudson, to approve zoning map amendment 22-28 only approving the rezoning for track two, specifically exempting track one from the motion and stated that the approval of the zoning case is reasonable in the public interest and is consistent with our adopted plans for the reasons stated in the staff report.

Consistency and Reasonableness Statements

The Planning and Zoning Commission voted 6-0 to approve the following statement:

That Zoning Map Amendment 22-28 (*land area associated with Tract 2*) is consistent with the City's adopted policy guidance because the proposed R-5 and R-3 zoning districts are supported by the Medium-Density and Low-Density Land Use Classifications, respectively. The proposed single family zoning districts are also supported by the goals and objectives of the Land Use Plan, and recommendations of the adopted Jamestown Bypass Land Use Assessment. Furthermore, the request is reasonable and in the public interest because the proposed single family zoning districts are reasonable as it would permit uses they would permit uses that will be compatible with the surrounding zoning and development pattern with the omission of tract 1 as it was presented to use because of the current existing use and expected future use.

In response to Council Member Holmes, Mr. Shannon provided clarification regarding the zoning concerns of Mr. Whitfield.

Motion carried with the following vote:

Aye (9): Mayor Wagner; Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

GENERAL BUSINESS AGENDA**2023-020 Reinstatement - Planning & Zoning Commission (P&Z) - Alex Moore**

City Council is requested to consider the reinstatement of Planning & Zoning Commission member Alex Moore as voting member of the board due to absences.

Chris Andrews, Development Administrator, provided brief report for this item.

A motion was made by Mayor Wagner, seconded by Council Member Moore, to approve agenda item 2023-020.

In response to Council Member Jones, Mr. Andrews noted attendance records are kept and these were unexcused absences.

A discussion ensued regarding attendance policies.

Motion carried with the following vote:

Aye (9): Mayor Wagner; Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

2023-024 Reinstatement - Board of Adjustment (BOA) - Sandra Hayes

City Council is requested to consider the reinstatement of Board of Adjustment member Sandra Hayes as voting member of the board due to absences.

Chris Andrews, Development Administrator, provided brief report for this item noting the Board of Adjustment had one meeting in the 2022 calendar year.

A motion was made by Mayor Wagner, seconded by Council Member Peters, to approve agenda item 2023-024.

Motion carried with the following vote:

Aye (9): Mayor Wagner; Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

2023-023 Minutes to be Approved

A motion was made by Council Member Moore, seconded by Council Member Peters, to approve the minutes.

Motion carried with the following vote:

Aye (9): Mayor Wagner; Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

ADJOURNMENT

Mayor Wagner stated he is traveling to attend the US Conference of Mayors in Washington DC and thinks the agenda has some things that will help High Point.

Council Member Jefferson wished Mayor Wagner safe travels and thanked everyone involved in making a very successful Martin Luther King, Jr. Day.

There being no further business to come before the Council, the meeting adjourned at 7:44 p.m.

Respectfully Submitted,

Jay W. Wagner, Mayor

Attest:

Sandra R. Keeney
City Clerk