



City of High Point

Meeting Agenda

Finance Committee

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

Mayor Pro Tempore Britt Moore, Chair
Committee Members:
Monica Peters
Michael Holmes
Tim Andrew

Cyril Jefferson, Mayor (Alternate)

Thursday, September 18, 2025

4:00 PM

Council Chambers

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

CALL TO ORDER

PRESENTATION OF ITEMS

2025-362 **Consideration of a Resolution Approving an Interlocal Agreement with the Guilford County Board of Education for School Resource Officers**

City Council is requested to consider a resolution approving an Interlocal Agreement between the City of High Point and the Guilford County Board of Education for the provision of school resource officers and authorize the appropriate City Official(s) to execute all necessary documents.

2025-368 **Consideration of a Resolution Approving an Interlocal Agreement with Guilford County - Family Justice Center Navigator**

City Council is requested to consider a resolution approving an Interlocal Agreement between the City of High Point and Guilford County for the services of a Family Justice Center Navigator and authorize the appropriate City Official(s) to execute all necessary documents.

2025-363 **Consideration of a Purchase from National Power**
City Council is requested to consider a purchase from National Power in the amount of \$111,278 for a Generac 175kW Standby Generator for Fire Station Number 1 and authorize the appropriate City Official(s) to execute all necessary documents.

2025-367 **Consideration of a Contract with Motorola Solutions, Inc.**

City Council is requested to consider a contract with Motorola Solutions, Inc. for the purchase of ninety (90) Motorola APX6000 portable radios and related software and support services in the amount of \$596,254.50 and authorize the appropriate City Official(s) to execute all necessary documents.

- 2025-372 **Consideration of a Purchase from WESCO**
City Council is requested to consider a purchase from WESCO to replenish warehouse stock of underground cable used by High Point Energy in the amount of \$763,200 and authorize the appropriate City Official(s) to execute all necessary documents.
- 2025-375 **Consideration of a Task Order with CDM Smith**
City Council is requested to consider a task order with CDM Smith in the amount of \$796,500 for professional engineering services, approve a capital project ordinance amendment, and authorize the appropriate City Official(s) to execute all necessary documents.
- 2025-376 **Consideration of a Co-Location Water Tank License Agreement with ALLTEL Corporation, dba Verizon Wireless**
City Council is requested to consider a co-location water tank license agreement with ALLTEL Corporation, dba Verizon Wireless, and authorize the appropriate City Official(s) to execute all necessary documents.
- 2025-377 **Consideration of a Contract with Liberty Siteworks and Septic, Inc.**
City Council is requested to consider a contract with Liberty Siteworks and Septic, Inc. for mowing of water and sewer outfall easements in the amount of \$118,422 and authorize the appropriate City Official(s) to execute all necessary documents.
- 2025-378 **Consideration of a Sole Source Purchase from Veolia WTS Analytical Instruments, Inc.**
City Council is requested to consider a sole source purchase from Veolia WTS Analytical Instruments, Inc. in the amount of \$43,690.60 for a Total Organic Carbon Analyzer with parts for the Water Quality Lab and authorize the appropriate City Official(s) to execute all necessary documents.
- 2025-379 **Consideration of an Agreement with Bio-Nomic Services**
City Council is requested to consider an agreement with Bio-Nomic Services in the amount not-to-exceed \$150,000 for temporary biosolids dewatering at the Eastside Wastewater Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents.

- 2025-380 **Consideration of an Agreement with Kemp Construction, Inc.**
City Council is requested to consider an agreement with Kemp Construction, Inc. in the amount of \$90,300 for repairs of Filters 5 through 8 at Ward Wastewater Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents.
- 2025-381 **Consideration of a Contract with DN Tanks, Inc.**
City Council is requested to consider a contract with DN Tanks, Inc. for water storage tank rehabilitation at the Ward Wastewater Treatment Plant in the amount of \$482,000 and authorize the appropriate City Official(s) to execute all necessary documents.
- 2025-382 **Consideration of a Sole Source Purchase from Trojan Technologies**
City Council is requested to consider a sole source purchase from Trojan Technologies in the amount of \$340,532.93 for replacement parts for UV Channel #1 at the Westside Wastewater Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents.
- 2025-383 **Consideration of a Reimbursement Agreement with The Pittsburgh Paints Co.**
City Council is requested to consider a reimbursement agreement with The Pittsburgh Paints Co. in the amount of \$1,152,880 for sanitary sewer improvements and authorize the appropriate City Official(s) to execute all necessary documents.
- 2025-384 **Consideration of a Sole Source Purchase from Core & Main**
City Council is requested to consider a sole source purchase from Core & Main in the amount of \$289,025.63 for composite water meter lids and authorize the appropriate City Official(s) to execute all necessary documents.
- 2025-385 **Consideration of a Sole Source Purchase from Badger Water Meter**
City Council is requested to consider a sole source purchase from Badger Water Meter in the amount of \$694,489.68 for water meters and authorize the appropriate City Official(s) to execute all necessary documents.
- 2025-386 **Consideration of a Sole Source Purchase from United Systems & Software, Inc.**
City Council is requested to consider a sole source purchase from United Systems & Software, Inc. in the amount of \$60,589 for mounting kits and antennas and authorize the appropriate City Official(s) to execute all necessary documents.

- 2025-387 **Consideration of the High Point ABC Board Travel Reimbursement Policy**
City Council is requested to approve the High Point ABC Board's continued use of the City of High Point Employee Travel Reimbursement Policy.
- 2025-388 **Consideration of a Resolution Approving a Lease Agreement with High Point University**
City Council is requested to approve the resolution, adopt the attached lease agreement, and authorize the appropriate City Official(s) to execute all necessary documents.
- 2025-389 **Consideration of a Resolution Adopting the Revised City of High Point Transit Drug & Alcohol Policy**
City Council is requested to consider a resolution adopting the revised City of High Point Transit Drug & Alcohol Policy and authorize the appropriate City Official(s) to execute all necessary documents.
- 2025-390 **Consideration of a Resolution Approving an Interlocal Agreement with the Guilford County Board of Education – Student Transportation**
City Council is requested to consider a resolution approving an Interlocal Agreement between the City of High Point and the Guilford County Board of Education for the provision of transportation for middle and high school students and authorize the appropriate City Official(s) to execute all necessary documents.
- 2025-391 **Consideration and Ratification of a Nonprofit Organization Agreement with the High Point Arts Council, Inc.**
City Council is requested to consider the ratification of a Nonprofit Organization Agreement with the High Point Arts Council, Inc. to lead the private fundraising efforts and the City's acceptance of those private sector donations for the Coltrane Project and authorize the appropriate City Official(s) to execute all necessary documents.

ADJOURNMENT

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Resolution Approving an Interlocal Agreement with the Guilford County Board of Education for School Resource Officers

FROM:

Curtis Cheeks
Chief of Police

MEETING DATE:

September 18, 2025

PUBLIC HEARING:

No

ADVERTISED DATE/BY:

N/A

ATTACHMENTS:

1. Resolution
 2. Interlocal Agreement
-

PURPOSE: To request approval to execute an Interlocal Agreement between the City of High Point and the Guilford County Board of Education for the provision of School Resource Officers for the 2025-26 school year.

BACKGROUND: The Guilford County Board of Education contracts with the City of High Point for SRO coverage at the four high schools and four middle schools which are located within High Point. The proposed Interlocal Agreement for eight officers and one supervisor is being requested to cover school year 2025/2026.

BUDGET IMPACT: Funds are available in the FY 2025-26 Budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a resolution approving an Interlocal Agreement between the City of High Point and the Guilford County Board of Education for the provision of school resource officers and authorize the appropriate City Official(s) to execute all necessary documents.

**RESOLUTION RATIFYING AND AUTHORIZING THE EXECUTION OF CONTRACT WITH
GUILFORD COUNTY BOARD OF EDUCATION FOR THE SCHOOL SAFETY RESOURCE
OFFICER PROGRAM**

WHEREAS, the Guilford County Board of Education (“the Board”) desires assistance of the City of High Point (“City”) in providing School Safety Resource Officers (“SROs”) for additional police services to create safe and crime free educational campuses; and

WHEREAS, there is a need to maintain the School Safety Resource Officer Program (“SRO Program”) jointly operated by the City and the Board in select public schools; and

WHEREAS, the City and the Board believe that the continued operation of the SRO Program is vital in protecting and safeguarding these campuses and seeks to memorialize the continued operation through a written contract; and

WHEREAS, under this contract, the City agrees to provide eight (8) officers and one (1) supervisor for a period of one year to the SRO Program and the Board shall reimburse the City for \$ 753,336 for the salaries and equipment of the officers assigned to the SRO Program for a period beginning on the date of contract signature through June 30, 2026; and

WHEREAS, the City and the Board shall continue to work together to ensure the successful protection of those educational campuses; and

WHEREAS, the City would like to enter into a contract with the Board for providing SROs.

NOW THEREFORE, BE IT RESOLVED by the High Point City Council that the attached contract between the City and the Board for the SRO Program in the amount of \$ 753,336 is hereby ratified as required by N.C.G.S. 160A-461, and the City Manager is hereby authorized to execute the attached contract on behalf of the City, and that this resolution ratifying the interlocal cooperation between the City and the Board is hereby spread upon the minutes of the High Point City Council.

Adopted this the ____ day of _____, 2025

Cyril Jefferson, Mayor

ATTEST:

Sandra Keeney, City Clerk

INTERLOCAL AGREEMENT FOR 2025-2026 SCHOOL YEAR SCHOOL RESOURCE OFFICER PROGRAM

THIS INTERLOCAL AGREEMENT (“Agreement”) made and entered into this 1st day of August, 2025 (“Effective Date”), by and between the **CITY OF HIGH POINT**, a North Carolina municipal corporation (“City”) and the **GUILFORD COUNTY BOARD OF EDUCATION**, a body politic organized and existing under the laws of the State of North Carolina (“Board”) (the City and the Board hereinafter referred to collectively as the “Parties” and individually as a “Party”).

WHEREAS, North Carolina Gen. Stat. § 160A-461 authorizes interlocal agreements between units of local government for any undertaking;

WHEREAS, the Parties have found and determined that it is in the public interest and for the public benefit for the City to provide sworn police officers as School Resource Officers (“SROs”) to schools owned by the Board; and

WHEREAS, the governing bodies of the City and the Board have each adopted a resolution for the ratification of this Agreement as required by North Carolina Gen. Stat. § 160A-461.

NOW, THEREFORE, in consideration of the mutual benefits, covenants, and promises contained herein, and other good and valuable consideration, the Parties agree as follows:

1. **Term**. This Agreement shall be made for an eleven (11) month period beginning on the Effective Date and ending on June 30, 2026 (the “Term”).
2. **Renewal**. Upon expiration, this Agreement shall continue from year to year without re-execution subject to the amount budgeted by the Board each year and the right of either party to terminate the Agreement as set out hereunder. The Parties intend to renew the Agreement

annually effective August 1, contingent upon the availability of the necessary funding through the appropriation of state and/or local funding or designated grants for SROs.

3. **Duties and Responsibilities of the City.**

a. Number and Selection of SROs. The City shall provide eight (8) sworn police officers to be assigned as SROs by the City's Chief of Police ("Chief of Police") to specific middle and high schools owned by the Board. The City shall also provide one (1) supervisor for the SROs ("SRO Supervisor"). The selection of the sworn police officers to serve as SROs shall be at the sole discretion of the Chief of Police.

b. During the Term, the primary duty and responsibility of each SRO shall be to the school to which the SRO is assigned. The SROs are expected to be on duty at school on regular school days and available for special assignments during the weeks when school is not in session. SRO assignments may be adjusted based on needs identified by the Chief of Police or the SRO Supervisor upon consultation with the Board's Administrator for School Safety. The normal duty hours for SROs at their school(s) are 8:00 a.m. to 4:00 p.m. Changes to these hours can be made by agreement with the Program Administrators for School Safety, the principal of the school, and the Chief of Police or the SRO Supervisor.

c. Emergency Response. It is understood that, in the event of an emergency outside of the school to which an SRO is assigned, the SRO may be required, for short periods of time, to attend to such an emergency in lieu of the SRO's duties under this Agreement. In the event that such a need arises, the Chief of Police or his designee may notify the Board's Program Administrator for School Safety as soon as practicable. For purposes of this Agreement, "emergency" is defined as an event that involves an imminent threat of death or serious bodily

injury or a threat to the wellbeing or safety of the citizens of High Point which requires immediate action. The emergency assignment shall be completed in a timely manner so as not to create unnecessary jeopardy to school safety.

d. City Employees. It is understood that the SROs are employees of the City and will be subject to the vacation and holiday schedule of the City. In the event an SRO is absent from work, the SRO shall notify both the SRO Supervisor and the principal of the school to which the SRO is assigned.

e. Time in Court. It is understood and agreed that time spent by SROs attending court for juvenile or criminal cases arising from or out of their assignment as an SRO shall be considered as hours worked under this Agreement.

f. The City shall ensure that the exercise of any law enforcement powers by the SROs complies with the authority granted by law and that the SROs receive basic and in-service training necessary to properly maintain their law enforcement certification.

g. SROs shall coordinate and communicate with the principal or his or her designee as necessary to effectively perform their duties.

h. Supplies. The City agrees to provide each SRO with the necessary law enforcement supplies and forms required in the performance of their duties.

4. **Duties and Responsibilities of the Board.**

a. Communication with the City. The Superintendent of the Board has designated the Board's Program Administrator for School Safety as the person to work with, coordinate activities of, and otherwise communicate with the School Safety Resource Coordinator and the City on behalf of the Board.

b. Payment. For the fiscal year covered by this Agreement (FY 2025-2026), the Board shall pay to the City the amount needed to pay 75% of the actual salaries and benefits for the SROs and SRO Supervisor plus \$2,000.00 per officer and supervisor for equipment, vehicle, and other expenses as set out in **Exhibit A** attached hereto and incorporated herein by reference.

c. Reimbursement for SRO Training Conference. The Board shall also reimburse the City for the amount paid for the SROs and the SRO Supervisor to attend the annual SRO Training Conference.

d. Invoice and Payment Process. The Board shall make biannual (twice a year) payments to the City to cover the costs set out in this Section. Invoices shall be sent to the Board in January and June and the Board shall have thirty (30) days from the invoice date to make payment. Payments to the City shall be sent to the City of High Point Finance Department.

e. The Board through its principals or their designees shall provide and maintain, to the extent resources are available, office space, furniture, and telephones to the SROs throughout the Term.

5. **SRO Program.**

a. The general outline of the SRO Program shall be as provided in the agreement entitled "School Resource Officer Program Memorandum of Understanding (MOU)," effective as of July 1, 2018, attached hereto as **Exhibit B** and incorporated herein by reference.

b. School officials shall allow SROs to inspect and copy any public records maintained by the school including student directory information such as yearbooks. However, SROs may not inspect or copy confidential student education records except in emergency

situations. If some information in a student's cumulative record is needed in an emergency situation to protect the health or safety of the student or other individuals, school officials may disclose to the SRO the information that is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety. This disclosure is based upon the immediacy of the need and the impact of the delay in obtaining said information from other sources. If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the execution of a signed notarized consent by a parent or guardian, the issuance of a search warrant, or the delivery of a subpoena to produce the records.

6. **Termination.**

a. **Termination for Breach.** This Agreement may be terminated by either Party upon written notice to the other Party in the event of the other Party's material breach of this Agreement; provided that no termination for material breach may be effected unless the breaching Party fails to cure such breach within ten (10) calendar days following its receipt of written notice of such breach from the non-breaching Party.

b. **Termination for Convenience.** Either Party may terminate this Agreement by written notice to the other Party at least thirty (30) days in advance of such termination.

7. **Relationship Between the Parties.** The relationship between the Parties shall be that of independent contractors. Nothing in this Agreement shall under any circumstances be construed to make the City and the Board partners, joint venturers, or parties to similar relationships with each other.

8. **Contracting With Other Persons.** The City reserves the right to contract with other persons, natural or corporate, private or public, to perform services similar to those to be

performed under this Agreement or other services; provided, however, that the City will do nothing under any such contract which will impair the rights or infringe on the City's ability to provide SROs and an SRO Supervisor to the Board in accordance with the terms hereunder.

9. **Notice.** All notices, approvals, consents, requests, or demands required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficiently given when deposited in the mail, first-class postage prepaid, and addressed to the respective Parties as follows:

If to the City:

Attn: Chief of Police
High Point Police Department
1730 Westchester Drive
High Point, NC 27262

With a copy to:

Attn: City Attorney's Office
City of High Point
P.O. Box 230
High Point, NC 27261

If to the Board:

Guilford County Board of Education
712 North Eugene Street
Greensboro, NC 27401

or to such other addresses as either Party shall subsequently designate by notice given in accordance with this Section.

10. **Entire Agreement; Conflicting Provisions.** This Agreement, together with all exhibits and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all

prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In case of a conflict between the provisions of this Agreement and the provisions of any attachment or other document referenced by or incorporated into this Agreement, the provisions of this Agreement shall control and prevail.

11. **Modification; Severability; No Waiver.** This Agreement may be modified or amended only by the written mutual consent of both Parties. The invalidity of one or more phrases, sentences, clauses, or sections in this Agreement shall not affect the validity of the remaining portions of this Agreement, so long as the material purpose of this Agreement can be determined and effectuated. Should the severance of any part of this Agreement materially affect any other rights or obligations of the Parties, the Parties will negotiate in good faith to amend this Agreement in a manner satisfactory to the Parties. Any failure by either Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the term of this Agreement shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any such provision.

12. **Successors and Assigns; Assignment.** This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement. Neither Party may assign, sublet, subcontract, or transfer any interest in this Agreement without the prior written consent of the other Party.

13. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without giving effect to its principles

regarding conflicts of law. Any disputes, controversies, or claims arising out of this Agreement shall first be subject to non-binding mediation, with mediation costs shared equally by the Parties. Any disputes, controversies, or claims arising out of this Agreement that are unable to be resolved in mediation shall be instituted exclusively in the courts of North Carolina located in Guilford County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any suit, action, or proceeding. To the extent permitted by applicable law, if any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party hereto against the other Party arising out of or related to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party, in addition to any damages and costs otherwise awarded to the prevailing Party.

14. **Interpretation.** For purposes of this Agreement, (a) the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof, and (y) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

15. **Captions and Headings.** The captions and headings contained in this Agreement are for convenience and reference only, and do not define, describe, extend, or limit the scope or intent of this Agreement or the scope or intent of any provision contained herein.

16. **Counterparts.** This Agreement may be signed in any number of counterparts, and each counterpart shall represent a fully executed original as if signed by each of the Parties. Facsimile and electronic signatures shall be deemed as effective as original signatures.

17. **Representation of Authority.** Any individual executing this Agreement on behalf of a Party hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of the Party and does so with full legal authority.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Effective Date.

Separate signature pages follow.

GUILFORD COUNTY BOARD OF EDUCATION

ATTEST:

By: _____
Deena Hayes, Chairperson

Lisa Nolen, Clerk to the Board of Education

PREAUDIT CERTIFICATION

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

Tyler Beck, Finance Officer

CITY OF HIGH POINT

By: _____
Cyril Jefferson, Mayor

ATTEST:

Sandra Keeney, City Clerk

EXHIBIT A

to

INTERLOCAL AGREEMENT

Cost Sheet for School Resource Officers for Fiscal Year 2025-26

(See attached)

**City of High Point
High Point Police Department
School Resource Officer Contract**

COST SHEET FOR FISCAL YEAR 2025-2026

75% of Salary and Benefits for 8 Police Officers	\$	625,128.00
75% of Salary and Benefits for 1 Supervisor	\$	101,086.00
\$2,000 per Officer and Supervisor for Equipment:	\$	18,000.00
Cost of SRO Training Conference:	\$	9,122.00
 TOTAL	 \$	 753,336.00

EXHIBIT B

to

INTERLOCAL AGREEMENT

School Resource Officer Program Memorandum of Understanding

(See attached)

**SCHOOL RESOURCE OFFICER PROGRAM
MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding (hereinafter "MOU") effective July 1, 2018 is made and entered into by and between the Guilford County Board of Education (hereinafter "GCBOE" or "Board"), the governing body of the Guilford County Public School System (hereinafter "GCS"), and the local law enforcement agencies (each, an "Agency" collectively the "Agencies") on the attached signature pages participating in the SRO program of GCBOE.

WITNESSETH

WHEREAS, the GCBOE and the Agencies recognize the benefits of the School Resource Officer Program to the citizens of Guilford County, North Carolina, and particularly to the students, parents and staff of the public school system of Guilford County, North Carolina;

WHEREAS, the GCBOE desires to have the Agencies provide School Resource Officers to certain schools within the GCS;

WHEREAS, the Agencies are willing to provide School Resource Officers to certain schools within the GCS; and

WHEREAS, it is in the best interest of the GCBOE, the Agencies, and the citizens of Guilford County to establish the School Resource Officer Program (hereinafter "the Program") as hereinafter described.

NOW, THEREFORE, in consideration of the promises and covenants of the parties hereto herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the GCBOE and the Agencies do hereby agree as follows:

**Article I
Purpose and Governing Principles**

This MOU outlines the goals and guiding principles as agreed to by and between the Board and the Agencies in order to foster an efficient and cohesive program that will build a positive relationship between law enforcement officers, school administrators, parents and the students in the Guilford County Public School System. A School Resource Officer Program is hereby established in the public school system of Guilford County, North Carolina to promote a safe and secure environment on the campuses of the Guilford County Public School System. The ultimate goal of the School Resource Officer Program is to provide a safe, inclusive and positive learning environment for all students and educators.

School policing is intended to promote a safe, welcoming, and inclusive environment for all students, staff, and other members of the school community while recognizing that sworn police officers and deputy sheriffs have constitutional, statutory and professional standards by which they are bound. The parties agree that, in compliance with law, the parties shall administer the School Resource Officer Program established under this MOU without discrimination against any person on the basis of sex, gender, race, color, religion, national origin, age or disability. In particular,

under no circumstances will any representative of any of the parties engage in any conduct in violation of state or federal anti-discrimination law in their interactions with students, including but not limited to, any retaliation for reporting, alleging, or filing complaints concerning any alleged discrimination.

Article II

Duties of the Agencies

The Agencies shall provide School Resource Officers (each, an "SRO" collectively "SROs") as follows:

1. Qualifications of SROs. The Agencies shall assign regularly-employed sworn law enforcement officers to serve as SROs in designated GCS schools. Each assigned SRO will be a law enforcement officer certified by the State of North Carolina and will before, or within a reasonable time following, assignment as an SRO, complete a forty (40) hour School Resource Officer training course offered by the State of North Carolina Justice Academy, as well as Crisis Intervention/De-escalation Training. If an officer does not possess SRO training and/or Crisis Intervention/De-escalation training at the time of assignment, the Agency will ensure that the officer participates in any necessary coursework to receive the training and certification as soon as reasonably able within course offerings and Agencies schedules.
2. Assignment of SROs. SRO positions shall be filled by the providing Agency's directives and selection process. SROs should have no substantiated history of harassment, discrimination, improper use of force, or other serious performance issues in their work history that would make the officer inappropriate for performing duties as an SRO. In addition, SROs should have positive experience working with youth and/or experience in a school setting and should be willing and able to serve as mentors for students. GCS may provide feedback to the Agency regarding SRO selection. The Agency shall ensure that all SROs participate in an orientation process conducted by the Agency and the GCS to provide an overview of the School Resource Officer Program and review GCS policies and procedures with the assigned SRO.
3. Assignment of SRO Supervisor. Each Agency shall designate at least one regularly-employed sworn law enforcement officer to supervise the assigned SRO(s) and to coordinate the functions of the SRO Program with the Superintendent or designee. The duties of the SRO supervisor shall include: coordinating work assignments of the SROs between various campuses, ensuring SRO compliance with directives and policies of the Agency and the GCS (to the extent that Agency and GCS policies do not conflict, in which case Agency directives and policies shall control), coordinating SRO scheduling and work hours (vacation requests, sick leave, etc.), and addressing concerns and complaints regarding performance and conduct of SROs in accordance with Agency protocols.
4. SRO Trainings. Each Agency shall ensure that its SROs maintain minimum in-service training and certification requirements as would normally apply to all other certified sworn officers in the Agency, in addition to any training and certifications required under this

MOU.

5. SRO Orientation, Annual SRO Summit and Ongoing Guidance Sessions. The Agencies shall collaborate with the GCS to host an annual summit of SROs and school administrators to discuss issues relevant to the School Resource Officer Program and operations. The Agencies shall require all SROs to attend the annual summit and any other GCPSS or Agency orientations and guidance sessions designed for SROs that may occur periodically during the school year during the SRO regular duty hours, so long as the scheduling of the summit and guidance sessions offered by the GCS do not conflict with assignments from the Agencies. Such guidance sessions shall be designed to provide resources to SROs on topics relevant to the School Resource Officer Program, such as: working with students with disabilities and special needs, student records and privacy issues, cultural competency and nondiscrimination, positive behavior interventions and supports, restorative justice and alternatives to incarceration programs, and mediation/ conflict resolution processes with students. Repeated failure to attend the annual summit and/or other GCS guidance sessions without a valid reason or proper notice may be grounds for the Superintendent to request removal of an SRO pursuant to Article VI herein. Other law enforcement officers who supervise SROs will be strongly encouraged to attend such sessions.
6. SRO Work Hours and Absences. The Agencies shall not regularly utilize assigned SROs during the designated workday for duties other than set forth herein, except in emergency situations that necessitate removal of one or more SROs from their normal duties pursuant to this MOU. In the event an SRO is temporarily unavailable on campus due to training, illness, approved leave, court hearings, or other reasons, the Agency shall provide a replacement officer, whenever possible. The Agencies agree to use all reasonable efforts to prioritize the assignment of replacement officers at high school campus sites.
7. Reporting. At least quarterly, each Agency agrees to provide to the GCS reports of the aggregate number of referrals (reported by race, gender, and school assignment) of GCS students by the SRO to the adult criminal justice system, juvenile petitions, teen court referrals, and/or referrals within the criminal justice system. Such data sharing will, at all times, comply with the requirements of North Carolina Law applicable to the release of criminal investigative records and/or juvenile records.

Article III

GCBOE Expectations of the SRO While Serving on Campus

1. SRO Work Hours, Uniforms and Visibility on Campus. The SRO shall remain on the school grounds during normal school hours, except when necessary to attend to a law enforcement emergency, to attend any meetings or trainings described in this MOU, or on limited occasions, to attend to official law enforcement business off-campus. With the exception of emergency situations outside of the SRO's control, the SRO shall give the SRO supervisor and principal (or designee) reasonable advance notice of any times when the SRO is not expecting to be on campus during normal school hours, and the Agency will provide replacement officers, to the extent possible, in accordance with Article II, Section 6, of this MOU. The SRO shall wear the official law enforcement uniform or other

apparel issued by the Agency at all times while serving on GCBOE property and shall make his/her best effort to maintain high visibility at all times, when practical and safe to do so, especially in areas where incidents of crime or violence are most likely to occur. The SRO shall, whenever possible and in accordance with guidance from the school principal (or designee), participate in or attend school functions during the SRO's regular duty hours in order to assure the peaceful operation of school-related programs. Security services for extracurricular activities held outside of school hours shall be addressed through a separate contract between the Board and each Agency for sworn law enforcement officer services.

2. SRO Mentoring and Outreach. Each SRO shall conduct himself or herself as a role model at all times and in all facets of the job, shall seek to establish a strong rapport with staff, faculty, students, and others associated with the school, and shall encourage students to develop positive attitudes towards the school, education, law enforcement officers, and positive living in general.
 - a. *Interaction with parent and faculty groups.* The SRO is strongly encouraged to attend meetings of parent and faculty groups to solicit their support and understanding of the School Resource Officer Program and to promote awareness of law enforcement functions during the SRO's regular duty hours.
 - b. *Information on community resources.* The SRO will be familiar with community agencies that offer assistance to youths and their families including, but not limited to, mental health clinics and drug treatment centers, and shall provide information on such agencies to students, parents, and/or school administrators when appropriate. In addition, the SRO will provide information to the school principal, students, and parents regarding additional resources offered by community agencies or the Agencies providing afterschool and summer programs and opportunities for youth.
3. Law Enforcement Actions and Safety Interventions. The SRO may initiate appropriate law enforcement actions to address criminal matters, including matters that threaten the safety and security of the school or its occupants, and/or intervene with staff or students (with or without a referral from school staff) when necessary to ensure the immediate safety of persons in the school environment in light of an actual or imminent threat to health or safety. Any such intervention shall be reasonable in scope and duration in light of the nature of the circumstances presented and shall be reasonably calculated to protect the physical safety of members within the school community, while minimizing, to the extent possible, any unintended negative effects on students. All law enforcement actions and interventions to protect the safety of others shall be consistent with all applicable State and Federal laws, regulations, and Agency policies. Use of force may be implemented pursuant to Agency procedures and protocol as well as all applicable laws. The SRO also shall, whenever reasonably possible, advise the school administrative staff before requesting additional law enforcement assistance on campus and shall request such assistance only when necessary to protect the safety or security of those present on the school campus or to fulfill a law enforcement function, as the Agency may determine to be reasonably necessary in the course of conducting law enforcement services. At no time will any GCS

employee knowingly or intentionally delay, hinder, obstruct, or interfere with the reasonable, lawful actions of any SRO or other law enforcement officer.

- a. *Investigations and Arrests (School related matters).* Criminal investigations and arrests by SROs will be conducted in accordance with all applicable laws, regulations, and Agency policies governing the use of force, interrogation, searches, and arrests. Investigations about non-school related matters will follow the guidelines in the section below on Non-School Related Investigations. The SRO shall promptly notify school administrative staff whenever an SRO asks a student questions of a criminal investigative nature on school property or takes any direct law enforcement action against a student. Notification may be withheld until deemed appropriate by the SRO if such notification would endanger a student or any other person, or compromise an ongoing criminal investigation. The school administrative staff shall promptly notify the parent(s) or guardian of any student suspected of criminal wrongdoing, whenever an SRO asks a student questions of a criminal investigative nature or takes any direct action against any student suspected of criminal wrongdoing. SROs and school administrative staff shall collaborate and determine how such notice should be given in each individual circumstance. SROs shall comply with all laws and policies related to the custodial interrogation of subjects whenever applicable those laws and policies apply in the course of questioning individuals suspected of criminal wrongdoing. If an SRO questions a student about a criminal matter, searches, or arrests a student while on school grounds, all reasonable efforts will be made to remove the student from other students and bystanders or to otherwise not bring undue attention to the student.
- b. *Interrogations in Criminal Matters.* In cases where the parent(s) or guardian of a student cannot be reached and any questioning of a student is conducted without parental notification, the school principal or designee shall be present during the questioning, unless the SRO directs otherwise for safety or investigative reasons. Presence of the principal/designee does not in any way impact the SRO's duty, if applicable in the situation, to comply with the questioned student's rights in a custodial interrogation. At no time shall the SRO request that any GCS employee act as an agent of the SRO, or of another law enforcement officer, in conducting any criminal interrogation.
- e. *School Discipline.* The SRO's primary responsibility is to maintain law and order in the school and to insure that the school remains a safe, secure, and drug-free educational environment. The SRO shall coordinate closely with school administrators on all matters and obtain guidance as to actions that may, or can be, taken for non-criminal acts. School administrators have the primary responsibility of education and maintaining discipline at the school and the SRO is there to assist school administrators as he/she determines necessary. The SRO shall be the designee of school administrators in maintaining a safe environment as to law enforcement matters and school rule violations. This includes, but is not limited to all GCBOE owned, leased, or maintained building(s), ground(s), parking lot(s), locker(s) and other properties. The SRO will be involved in school discipline and

assist the superintendent, principals, faculty, and staff in enforcing the campus code of conduct and other school rules in order to maintain a safe learning environment. When it pertains to preventing a disruption that would, if ignored, place students, faculty and staff at risk of harm, the SRO will resolve the problem to preserve the school climate. In other instances, the discipline of students should remain a school administrative responsibility, and the SRO will make appropriate referrals to school administrators for any noted disciplinary needs. SROs assigned to the GCS under this Agreement shall act as, and be considered as, "school officials" for searches and seizures based on reasonable suspicion, in order to ensure a safe and secure school environment.

- f. *Searches.* The SRO shall not conduct or participate in searches of students or their belongings in school disciplinary investigations unless their assistance is requested by school personnel to maintain a safe and secure school environment. SROs may appear at such searches on request of the principal or designee to provide a law enforcement presence in order to maintain a safe and secure school environment. Any searches requested by school personnel shall be conducted by the SRO in accordance with all relevant laws and the Agency's policies and directives.
 - g. *Interrogations in Disciplinary Matters.* The SRO will not be involved in questioning of students initiated and conducted by school personnel in disciplinary matters unless requested by school personnel to maintain a safe and secure school environment. If the SRO's presence is requested under these circumstances, the SRO shall confine his or her involvement to what is reasonably necessary to protect the safety and security of members of the school community and shall not take part in the investigation or question students. If an SRO is present during the interrogation, the SRO shall ensure that all relevant laws, and the Agency's policies and directives, are followed.
 - h. *Joint Law Enforcement and School Discipline Investigations.* In cases where school disciplinary investigations and law enforcement investigations into criminal activity overlap and relate to matters affecting health or safety (e.g., when both the school administration and SRO are investigating matters related to the presence of drugs or weapons on campus), it may be appropriate for school administrators and SROs to work in tandem. In such events, the criminal investigation takes precedence over school disciplinary issues. In such circumstances, the SRO shall conduct the investigation as a criminal investigation and ensure that all relevant laws, and the Agency's policies and directives, are followed.
4. Non-school Investigations. The Agencies and SROs shall not conduct investigations or interview students related to non-school matters during the school day unless it is approved by the Executive Director for Emergency Management, Safety and Security ("GCS ED") and the reason for questioning a student at school is for the safety of the student, the school, or because the SRO has a warrant. The Agencies agree to abide by any GCBOE policy relating to investigations of non-school activity. The SRO shall not access personally identifiable student information, other than directory information as that term is defined

under FERPA, to conduct investigations into non-school related matters unless there is consent or a duly authorized subpoena authorizing the release of information.

5. Confidentiality; Access to Student Records. The SRO shall comply with all applicable laws, regulations, and GCBOE policies including, but not limited to, laws, regulations and policies, regarding access to confidential student records. SROs may have access to confidential student records or to any personally identifiable information of any GCS student, as defined in 34 CFR 99.3, only to the extent allowed under the Family Educational Rights and Privacy Act (FERPA) and applicable GCBOE policies and procedures. SROs shall not automatically have access to confidential student records or personally identifiable information in those records simply because they are conducting a criminal investigation involving a student or for general non-specific purposes. School officials may, however, share relevant confidential student records and personally identifiable information contained in those records with SROs under any of the following circumstances:
 - a. The SRO is acting as a "school official" (as it relates to accessing student records) as defined in 34 CFR 99.31 because he or she is exercising a function that would otherwise be performed by school personnel and has legitimate educational interests in the information to be disclosed. For example, a SRO may be authorized to review the Behavior Intervention Plan of a student with a disability if the principal or designee has requested the SRO's assistance in deescalating physical conflicts and ensuring the physical safety of the student and others when the student becomes involved in interpersonal conflicts.
 - b. The SRO has written consent from a parent or eligible student to review the records or information in question.
 - c. The principal or designee reasonably determines that disclosure to the SRO without parental consent is necessary in an emergency in light of a significant and articulable threat to one or more person's health or safety.
 - d. The disclosure is made pursuant to a valid subpoena or court order, provided that advance notice of compliance is provided to the parent or eligible student so that they may seek protective action from the court, unless the court has ordered the existence or the contents of the subpoena or court order or the information furnished in response to the subpoena or court order not be disclosed.
 - e. The information disclosed is "directory information" as defined by GCBOE Policy JR, and the parent or eligible student has not opted out of the disclosure of directory information.
 - f. The disclosure is otherwise authorized under FERPA, its implementing regulations, and applicable GCPSS policies and procedures.
6. Communication between SROs, Principals and administrative staff. The SRO is expected

to meet with the school principal, and members of the administrative team designated by the principal, on a regular basis, both formally and informally, to discuss school safety concerns, duties and responsibilities.

7. Development of School Safety Plans. The SRO will report any safety concerns to the school principal and or designee and shall confer with the school principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities. The school principal will contact any other school system personnel who should be involved in these discussions.
8. SRO Orientation, Annual SRO Summit and Ongoing Guidance Sessions. The SRO will attend all orientations, meetings, summits, and information and guidance sessions scheduled during the SRO's regular duty hours as requested by GCS in accordance with Article II, Paragraph 5 herein. At least one administrator from each school with an assigned SRO shall attend the summit. In addition, the GCBOE shall offer additional guidance sessions and resources to SROs on topics relevant to the School Resource Officer Program that may occur periodically during the school year, such as working with students with disabilities and special needs; student records and privacy issues; cultural competency and nondiscriminatory administration of school discipline; positive behavior interventions and supports; restorative justice and alternatives to incarceration programs; and mediation and conflict resolution processes with students.
8. Body Cameras: In the event that it is the policy or practice of the Agency to implement the use of body cameras while SROs are in schools, the SRO will respect and protect the privacy of students. Any record created by the use of body cameras will be, and remain, the property of the Agency. Any disclosure or release of Body Worn Camera video must be in accordance with applicable State law.

Article IV Duties of the GCBOE and the GCS

1. Provision of Office Space and Access to School Community.
The GCBOE, Superintendent, and school principals agree to provide to each full-time SRO:
 - a. Access to suitable accommodations at the school, which shall include a lockable room with limited access, telephone, desk, chair, computer and filing cabinet;
 - b. A radio for use on campus;
 - c. Keys to the assigned school; and
 - d. Reasonable opportunity to address students, teachers, school administrators, and parents about criminal justice, safety, and security issues relating to school-aged students.
2. Referrals to the SRO. Maintaining order in the school environment and investigating and responding to school discipline matters shall be the responsibility of the school administration. School administrators are expected to adhere to the student discipline procedures outlined in applicable state and federal law and Board policies. GCS shall

refrain from involving the SRO in the response to student disciplinary incidents and the enforcement of disciplinary rules that do not constitute violations of law, except when necessary to support staff in maintaining a safe school environment. GCS shall provide training to school administrators regarding the role of the SRO and the appropriate involvement of the SRO in student matters that pose a threat to the safe school environment, at least on an annual basis. Such trainings shall include information on how to distinguish between disciplinary infractions appropriately handled by school officials versus threats to school safety that warrant a referral to law enforcement.

3. Communication between SROs and Principals. School principals are expected to meet with SROs on a regular basis, both formally and informally, to discuss school safety concerns, duties and responsibilities. The GCBOE authorizes principals to report any crimes that occur on campus to the assigned SRO in compliance with all applicable state laws and GCBOE policies that require school officials to report criminal acts occurring on school grounds to law enforcement.
4. SRO Orientation, Annual SRO Summit and Ongoing Guidance Sessions. The GCS shall coordinate an orientation for SROs to discuss an overview of the School Resource Officer Program and review GCPSS policies and procedures, as well as an annual summit of SROs and Ongoing Guidance Sessions, as provided for in Article II, Paragraph 5 herein. At least one administrator from each school with an assigned SRO shall attend the Ongoing Guidance Sessions. During the summit, the GCS employees will also participate in training provided by the Agencies as it relates to current law, policies and directives regarding use of force, investigations and arrests.
6. Data Collection and Reporting. The GCS, working in conjunction with SROs, shall maintain data listed in Article II, Section 7 herein and other data on school-based discipline referrals that result in involvement with a SRO and/or law enforcement and review such data on an annual basis, including but not limited to the following information:
 - a. The name of the staff member making the referral;
 - b. Detailed information to explain the circumstances that led to the referral, including a description of the conduct and the setting;
 - c. The name of the SRO or other law enforcement officers involved and any actions taken in response to the incident;
 - d. Names and roles of school staff members involved in the response to the incident;
 - e. The date of the referral;
 - f. The name, race, ethnicity, sex, age, disability status, English Language Learner (ELL) status, and grade level of the student(s) being referred and all other students involved in the incident;
 - g. Whether the referral to law enforcement was mandatory under G.S. 115C-288(g) or other applicable mandatory-reporting laws;
 - h. A summary of the actions taken as a result of the incident (e.g. based upon the school administrator's knowledge whether the student was questioned, searched or arrested on campus by law enforcement); and.
 - i. SROs will provide notification of arrests of students to school administration as

soon as practical, and summary reports will be provided on a monthly basis.

- i. In addition, principals are expected to maintain documentation of all notifications received pursuant to G.S. 7B-3101 regarding juveniles who are alleged or found to be delinquent and shall preserve the confidentiality of such documentation in accordance with G.S. 115C-404.
7. Review of SRO Program. The Superintendent or his/her designee shall collect feedback from principals at least annually regarding the SRO program and provide feedback to each Agency regarding the SRO program and the performance of SROs on at least an annual basis.
8. Information on Community Resources. GCS employees will be familiar with community agencies that offer assistance to youths and their families, including but not limited to mental health clinics and drug treatment centers, and will provide information on such resources to the SRO when requested.
9. Restricted Actions. GCBOE or GCS personnel will not at any time:
 - a. Attempt to stop, deter, interfere with, delay, or prohibit any lawful law enforcement investigative process.
 - b. Request that an SRO question a student or assist in an investigation in a manner that is not consistent with Article III of this Agreement.
 - c. Request any SRO to perform duties or actions prohibited by this Memorandum of Understanding.

Article V

Financing the School Resource Officer Program

The GCBOE agrees to enter into a separate service contract with the governing body of each individual Agency to address the assignment of SROs to specific GCS schools and payment for SRO services during each fiscal year. The terms of any separate service contract shall not be inconsistent with the terms of this MOU. In the event of any conflict between any separate service contract regarding SRO services and the terms of this MOU, the terms of this MOU shall prevail, except that the service contract will prevail only with respect to the issue of payment for SRO services. Notwithstanding the foregoing, continuation of the School Resource Officer Program shall be contingent upon available funding from the GCS and the Agencies.

Article VI

Employment Status of School Resource Officers; Suspension or Reassignment

1. Each individual SRO shall remain an employee of his or her respective assigning Agency, and shall not be an employee of the GCBOE. Each Agency shall provide their SROs with the same type of benefits, equipment, supplies, and training as that provided to their regularly-employed law enforcement officers.

2. If, in the discretion of the school principal or the Superintendent, an SRO is not effectively performing his or her duties or responsibilities, and/or receives a complaint from a staff member, student or parent about actions of the SRO, the principal or Superintendent should report concerns to the SRO supervisor to address the performance concerns. In the event concerns continue or persist, the principal or Superintendent shall recommend that the SRO be removed from the program and shall state the reasons in writing. After receiving the recommendation from the principal or Superintendent's Designee, the Superintendent, if s/he agrees, shall advise the individual Agency of the request. The Agency shall contact the Superintendent or his/her designee and shall agree, as a potential remedy, to remove the SRO from serving in GCS schools if, upon review by the Agency, there is verifiable, documented evidence of ongoing performance issues that have persisted despite the SRO being provided notice and an opportunity to improve.
3. In addition, if the principal or the GCS Superintendent documents SRO misconduct that threatens the health or safety of students or staff, the GCS will immediately notify the SRO supervisor and provide copies of such documentation, and the Agency shall promptly remove the SRO from serving GCS until the completion of the Agency's review of the misconduct, consistent with the Agency's policies and this MOU.
4. In the event of the resignation, dismissal, removal, or reassignment of an SRO, the Agency shall provide a replacement for the SRO within a reasonable period of time, to be discussed between the parties when a vacancy occurs. During such interim period, to the extent reasonably possible, the Agency shall assign an alternate sworn law enforcement officer to temporarily carry out the duties of the SRO until a replacement can be secured. The Agencies agree to use all reasonable efforts to prioritize the assignment of replacement officers at GCS high school campus sites.
5. Notwithstanding the foregoing, nothing in this MOU shall prohibit the Superintendent from preventing the access of any individual, including any assigned SRO, to GCBOE property if the Superintendent determines it is in the best interest of the health and safety of GCS students. Likewise, the Agency reserves the right to suspend an SRO from duty with the GCS. During any period of suspension under this section, the Agency shall provide a replacement SRO when feasible.
6. If in the discretion of the agency, the administrative staff at a school is not following the terms of this MOU, or at any time is requesting that the SRO not follow applicable State and Federal laws and Agency policies and directives, the SRO supervisor shall meet with the Superintendent or school principal, as appropriate, to address these concerns. If the concerns continue, the Agency reserves the right to remove the SRO from the assigned school.

Article VII

Term and Termination of MOU

The term of this MOU shall begin when executed by the parties and continue in place as the Memorandum of Understanding for operating the School Resource Officer Program for GCBOE unless modified in writing, and each law enforcement Agency participating in the Program will agree to the terms of the MOU by signature. This MOU will be reviewed periodically to determine if terms need to be added, modified or updated.

Any party's participation in this MOU may be terminated by that party, with or without cause, upon thirty (30) days written notice to the other parties.

Article VIII

Notice

Any notice, consent or other communication in connection with this Agreement shall be in writing and may be delivered in person, by mail or by facsimile transmission (provided sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. If by facsimile copy, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to each Agency at its address listed on their respective signature page, and to the GCBOE at the address below:

If to GCBOE:

Guilford County Public School System
Attn: Superintendent
712 N. Eugene St.
Greensboro, NC 27401

Article IX

Miscellaneous Provisions

1. Sex Offender Registry Checks. The parties acknowledge that the requirements of G.S. 115C-332.1 apply to this MOU. Each Agency shall conduct an annual check of all sworn law enforcement officers assigned as SROs via the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. Each Agency certifies that no individual may provide services to GCBOE under this MOU if he/she appears on any of the sex offender registries.
2. Relationship of Parties. The Agencies and the GCBOE shall be independent contractors, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of any party be construed as an employee, agent, or principal of any other party hereto, except for those purposes expressly noted in this MOU. Each Agency maintains control over its personnel and any employment rights of personnel assigned under this MOU shall not be abridged. Each party agrees to assume the liability for its own acts or omissions, or the acts or omissions of its employees or agents, during

the term of this Agreement to the extent permitted under North Carolina law.

3. Governing Law; Venue. This MOU shall be governed by the laws of the State of North Carolina. The venue for initiation of any legal action shall be Guilford County, North Carolina.
4. Amendments and Modifications; Additional Policies and Procedures. This MOU may be modified or amended by mutual consent of the parties as long as the amendment is executed in the same fashion as this MOU. Notwithstanding the foregoing, the parties may develop additional policies and procedures consistent with this MOU, including but not limited to policies and procedures regarding reporting requirements and sharing information between GCS and the Agencies. Further, each party may develop internal policies and procedures to implement their respective obligations under this MOU.
5. Entire Agreement. This MOU constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this MOU.
6. Severability. In the event that any provision of this MOU shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
7. No Third Party Benefits. There are no third party beneficiaries to this MOU. Nothing in this MOU shall create or give to third parties any claim or right of action against an Agency or an SRO.
8. Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.
9. E-Verify. All parties shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," and will provide documentation reasonably requested by the other demonstrating such compliance.

By Barnes
Sheriff B. Barnes
Guilford County Sheriff's Office

Guilford County, North Carolina

Sworn to and subscribed before me this day by BJ Barnes.

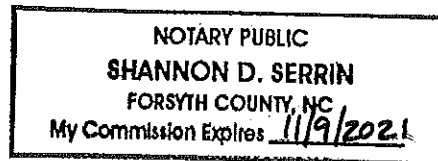
Date: 6/13/18

Shannon D. Serrin
Notary Signature

Shannon D. Serrin
Notary Printed Name

My commission expires: 11/9/2021

(Official Seal)



Wayne Scott
Police Chief Wayne Scott
Greensboro Police Department

Guilford County, North Carolina

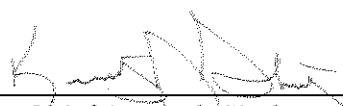
Sworn to and subscribed before me this day by Wayne Scott.

Date: June 21, 2018
[Signature]
Notary Signature

Christine M. Patterson
Notary Printed Name

My commission expires: Sept. 5, 2021

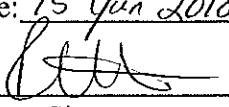



Police Chief Kenneth Shultz
High Point Police Department

Davidson County, North Carolina

Sworn to and subscribed before me this day by Kenneth Shultz.

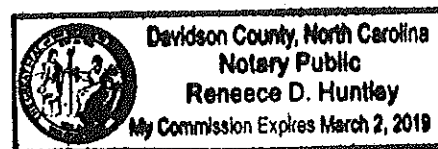
Date: 15 Jun 2018


Notary Signature

Reneece D. Huntley
Notary Printed Name

My commission expires: MAY 2, 2019

(Official Seal)



Sharon L Contreras

Dr. Sharon L. Contreras, Superintendent
Guilford County School System

Guilford County, North Carolina

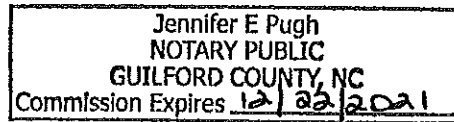
Sworn to and subscribed before me this day by Dr. Sharon L. Contreras.

Date: June 26, 2018

Jennifer E Pugh
Notary Signature

Jennifer E. Pugh
Notary Printed Name

My commission expires: 12/22/2021



(Official Seal)

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Resolution Approving an Interlocal Agreement with Guilford County
- Family Justice Center Navigator

FROM:

Curtis Cheeks
Chief of Police

MEETING DATE:

September 18, 2025

PUBLIC HEARING:

No

ADVERTISED DATE/BY:

N/A

ATTACHMENTS:

1. Resolution
 2. Interlocal Agreement
-

PURPOSE: To request approval to execute an Interlocal Agreement between the City of High Point and the County of Guilford for the services of a Family Justice Center Navigator (victim advocate).

BACKGROUND: This interlocal agreement between the City of High Point and Guilford County where City would reimburse County for the services of a Navigator who would work inside the High Point Police Department Violent Crimes Unit to assist with triaging referrals from the High Point Police Department and to provide assistance to homicide survivors and victims of other crimes, such as child abuse, domestic and sexual violence, and elder abuse.

BUDGET IMPACT: The funding for this agreement would come from equitable sharing funds in the first year and would be covered through routine operational funding located in the adopted Police Operational Budget for subsequent years.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a resolution approving an Interlocal Agreement between the City of High Point and Guilford County for the services of a Family Justice Center Navigator and authorize the appropriate City Official(s) to execute all necessary documents.

**A RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN
INTERLOCAL AGREEMENT PERTAINING TO THE PROVISION OF THE
SERVICES OF A FAMILY JUSTICE CENTER NAVIGATOR BY GUILFORD COUNTY
TO THE CITY OF HIGH POINT.**

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

WHEREAS, the City of High Point wishes to enter into an individual agreement with Guilford County, by which the City of High Point would reimburse Guilford County for the services of a Family Justice Center Navigator, pursuant to the attached Interlocal Agreement, and doing so is in the public interest.

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

Adopted by the High Point City Council, this the 22nd day of September, 2025.

Cyril Jefferson, Mayor

ATTEST

Sandra Keeney, City Clerk

INTERLOCAL AGREEMENT FOR A GUILFORD COUNTY FAMILY JUSTICE CENTER NAVIGATOR POSITION

THIS AGREEMENT is hereby made between the **CITY OF HIGH POINT** hereinafter referred to as “CITY” and the **COUNTY OF GUILFORD, NORTH CAROLINA** hereinafter referred to as the “COUNTY”; the CITY and the COUNTY are referred to herein each as a “Party” and collectively as the “Parties.”

This AGREEMENT is made and entered into effective as of the 1st day of October, 2025 (the “Effective Date”) by and between the CITY, by and through its City Council and the COUNTY, by and through its Board of Commissioners, pursuant to N.C. Gen. Stat. Chapter 160A Article 20, Interlocal Cooperation.

WHEREAS, the CITY desires to receive services from a Navigator employed by the COUNTY; the COUNTY shall be reimbursed for the services of the Navigator as set forth below using the CITY’s equitable sharing funds and funds in the CITY’s budget;

WHEREAS, the CITY and COUNTY are authorized to enter into this AGREEMENT as set forth in N.C. Gen. Stat. Chapter 160A Article 20, specifically N.C. Gen. Stat. § 160A-461, and the Guilford County Board of Commissioners and City of High Point City Council have ratified by resolution this AGREEMENT; and

WHEREAS, the CITY desires to engage the COUNTY to perform the professional services hereinafter described.

NOW, THEREFORE, the CITY and the COUNTY do mutually agree as follows:

1. Contractual Status. The CITY and COUNTY agree that the COUNTY shall perform the services required of the COUNTY herein set forth.
2. Time and Place of Performance. The effective date of this AGREEMENT is **October 1, 2025** and the termination date is **September 30, 2027**.
3. Compensation. The CITY will reimburse the COUNTY for work performed by a Guilford County Family Justice Center (GCFJC) Navigator to provide assistance to homicide survivors and other victims of crime who are referred to the GCFJC by the High Point Police Department. The CITY will reimburse COUNTY in the amount of seventy-five thousand dollars (\$75,000.00) per year toward the cost of employing a Navigator, to be paid out in equal quarterly installments during each year of this AGREEMENT. The services to be performed by the Navigator are described in Paragraph 5 of this AGREEMENT. The amount paid by the CITY shall not exceed seventy-five thousand dollars (\$75,000.00) for any year under this AGREEMENT. The minimum yearly cost to the COUNTY for the Navigator position for the period of October 1, 2025 through September 30, 2026 (“Year 1”) is ninety-nine thousand nine hundred three dollars (\$99,903.00), which includes salary, benefits, and operating expenses, and is subject to annual increases based on merit or other adjustments. The COUNTY will fund all costs exceeding the CITY’s annual contribution.
4. Scope of Reimbursement. The COUNTY hereby agrees to submit quarterly invoices to the CITY for reimbursement of the services provided by the Navigator. The CITY will review invoices for reasonable and allowable expenditures under the scope of current CITY fiscal policy. For the sake of clarity, the CITY’s obligation to reimburse the COUNTY seventy-five thousand dollars (\$75,000.00) per year is expressly conditioned on services being provided by the Navigator for the entire year. If the Navigator provides services to the CITY and COUNTY for less than the entire year, the CITY shall reimburse the COUNTY a pro rata portion of the annual amount. For example, if the Navigator only provides services for three months in Year 1, the City’s maximum reimbursement to the COUNTY for services rendered by the Navigator in Year 1 will be eighteen thousand seven hundred and fifty dollars (\$18,750.00).

5. Scope of Service. The COUNTY will be responsible for providing a Navigator to assist with triaging referrals from the High Point Police Department and to provide assistance to homicide survivors and other victims of crime throughout Guilford County. The Navigator will work closely with High Point Police Department and GCFJC partners to help victims of child abuse, domestic and sexual violence, and elder abuse access and utilize the full range of services available at the GCFJC. Navigator duties include interviewing clients to determine appropriate services, assisting clients in navigating the various programs and services offered at the GCFJC, and providing follow-up case management and support. The Navigator will work on site at the Guilford County Family Justice Center at 505 E. Green Drive, High Point, NC 27260 and on site in the Violent Crimes Unit at the High Point Police Department located at 1730 Westchester Drive, High Point, NC 27262. This position will provide community-based navigation services in collaboration with the High Point Police Department and may respond as necessary to courtrooms, hospitals, crime scenes, and other sites. The Navigator will be expected to participate in GCFJC partnership and staff meetings, training, and outreach events. Up to 10 hours per week of the Navigator's assignments and tasks may be allocated at the COUNTY's discretion for GCFJC work not specifically related to the High Point Police Department. See **Exhibit A** attached hereto and incorporated herein by reference for a full job description of the Navigator position.

The COUNTY agrees to provide supplies, training, and ongoing supervision by the High Point Family Justice Center Manager to the Navigator. As an employee of the COUNTY, the Navigator will abide by all laws, ordinances, codes, license requirements, and regulations required of other like employees employed by the COUNTY. The Navigator will at all times remain an employee of the COUNTY as set forth below. All equipment and supplies provided to the Navigator as part of the duties required under this AGREEMENT shall remain the property of the COUNTY.

6. Invoice. Payments for the services rendered by the Navigator under this AGREEMENT will be made by the CITY to the COUNTY upon receipt of an original invoice from COUNTY which states the amount due and payable pursuant to Paragraphs 3 and 4 of this AGREEMENT.
7. Contract Administrator. Erik Edwards is designated as the contract administrator for this AGREEMENT. The contract administrator is responsible for monitoring the COUNTY'S performance, approving payment to the COUNTY, and providing evaluation of the COUNTY.
8. Funding. All terms and conditions of this AGREEMENT are dependent upon and subject to the allocation of the CITY's equitable sharing funds and funds in the CITY's budget. This AGREEMENT shall automatically terminate if funds cease to be available.
9. Audit of Project Records. The COUNTY's project records pertaining to the Navigator may be audited by the CITY or duly authorized agents of either entity.
10. Taxes. For purposes of this AGREEMENT, the COUNTY shall be considered an independent contractor and, as such, shall be responsible for all income and employment taxes pertaining to the Navigator. The COUNTY agrees to provide the CITY with the COUNTY's correct taxpayer identification number upon the execution of this AGREEMENT. The COUNTY agrees that failure to provide the CITY with a correct taxpayer number authorizes the CITY to withhold 20% of any amount due and payable under this AGREEMENT pursuant to the provisions of the Internal Revenue Code, Title 26, United States Code.
11. Antitrust Laws. This contract is entered into in compliance with all State and Federal antitrust laws.
12. Confidentiality. In order to effectively provide the services pursuant to this AGREEMENT, the Parties agree that it will be necessary for the CITY and COUNTY to share and exchange protected information regarding minors, domestic violence and sexual assault victims, and victims of elder abuse. The Parties shall enter into a Memorandum of AGREEMENT regarding sharing this information to ensure confidentiality and compliance with relevant state and federal law.

13. Liability. The COUNTY shall operate as an independent contractor for all purposes under this Agreement. Nothing in this AGREEMENT shall be interpreted or construed as creating or establishing the relationship of employer and employee between the CITY and either the COUNTY or any employee or agent of the COUNTY. The COUNTY is an independent contractor and not an employee, agent, joint venturer, or partner of the CITY. The Parties agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder and shall be financially and legally responsible for their own liabilities, costs, damages, expenses, and attorney fees resulting from, or attributable to any and all of their individual acts or omissions to the extent allowable by law. Nothing in this AGREEMENT is intended to waive nor should be construed as waiving any immunity (including but not limited to governmental and/or public officials' immunity) nor any affirmative or other defense to which the CITY and COUNTY may be entitled to raise under Federal or State law. This AGREEMENT does not establish a contractual right to indemnification or contribution between the CITY and COUNTY. Instead, claims for indemnification or contribution, if any, shall be governed by North Carolina law.
14. Choice of Law and Forum. This AGREEMENT shall be deemed made in Guilford County, North Carolina. This AGREEMENT shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this AGREEMENT shall be the appropriate division of the North Carolina General Court of Justice in Guilford County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.
15. Assignment; Successors and Assigns. Without the CITY's written consent, the COUNTY shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this AGREEMENT. Without granting the COUNTY the right to assign, it is agreed that the duties of the COUNTY that arise out of this AGREEMENT shall be binding upon it and its heirs, personal representatives, successors, and assigns.
16. Non-Discrimination and Equal Opportunity. It is the policy of the CITY that the CITY opposes discrimination on the bases of race, color, religion, gender, age, national origin, handicap, or political affiliation or belief. During the performance of this AGREEMENT, the COUNTY agrees that neither the COUNTY nor its employees, agents, or others engaged by the COUNTY shall discriminate against any person, whether employed by the COUNTY or otherwise, for any basis stated herein. The COUNTY further agrees to take affirmative action to ensure that its employees, agents, and others engaged by the COUNTY shall be treated equally without regard to race, color, religion, gender, age, national origin, handicap, or political affiliation or belief. In all solicitations or advertisements for employees, agents, or others to be engaged by the COUNTY or placed by or on behalf of the COUNTY, the COUNTY shall state all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, or political affiliation or belief.
17. No Third-Party Right Created. This AGREEMENT is intended for the benefit of the CITY and the COUNTY and not any other person.
18. Modification. Further modification of this AGREEMENT is not valid unless signed by both parties and otherwise in accordance with requirements of law.
19. Termination. The CITY, in its sole discretion, may terminate the AGREEMENT in whole or in part if the CITY determines that said termination is in its best interest. Any such termination shall be affected by the delivery to the COUNTY of a written notice of termination thirty (30) days before the effective date of the termination. The COUNTY may also terminate this AGREEMENT in part or in whole if it is in its best interest with a written notice of termination thirty (30) days before the effective date of the termination. In the event of termination by the CITY under this Section, all obligations of either Party which remain unexecuted are discharged except to the extent that any right based upon prior breach or performance shall survive such termination. At the time of termination, the COUNTY shall promptly deliver to the CITY all services, goods, items and documents for

which CITY has paid under this AGREEMENT but which have not been delivered as if this AGREEMENT had not been terminated. The CITY shall pay in full for all goods, services completed, and expenses incurred by the COUNTY up to and until the time of termination.

20. E-Verify. The COUNTY certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this AGREEMENT, it will continue to comply with these requirements. The COUNTY also certifies that it will require that all of its subcontractors that perform any work pursuant to this AGREEMENT to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this AGREEMENT.
21. No Investment Activities Involving Iran. As of the date of this AGREEMENT, COUNTY certifies that it is not listed on the Final Divestment and Do-Not-Contract List of Restricted Companies created by the State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58 and that the COUNTY will not utilize subcontractors found on the State Treasurer's Final Divestment and Do-Not-Contract list
22. No Boycott of Israel. As of the date of this contract, the COUNTY certifies that it is not listed on the Do-Not-Contract List Restricted Companies Boycotting Israel created by the State Treasurer pursuant to N.C. § Gen. Stat. 147-86.81 and that the COUNTY will not utilize subcontractors found on the State Treasurer's Final Divestment and Do-Not-Contract list.
23. Entire Agreement. This AGREEMENT, including any exhibits and amendments annexed hereto and any documents incorporated specifically by reference, represents the entire agreement between the Parties and supersedes all prior oral and written statements or agreements. This AGREEMENT may be amended only by written amendments duly executed by the CITY and the COUNTY.
24. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); or (b) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses indicated below (or at such other address for a Party as shall be specified in a notice given in accordance with this Section):

If to the County:

Guilford County
Attn: Victor Isler, County Manager
301 W. Market Street
Greensboro, NC 27401

If to the City:

City of High Point
Attn: Tasha Logan Ford, City Manager
P.O. Box 230
High Point, NC 27261

Either Party may change its notice address by giving written notice of the change to the other Party in the manner specified above ten (10) days prior to the effective date of such change.

25. Captions and Headings. The captions and headings contained in this AGREEMENT are for convenience and reference only, and do not define, describe, extend, or limit the scope or intent of this AGREEMENT or the scope or intent of any provision contained herein.
26. Severability. The invalidity of one or more phrases, sentences, clauses, or sections in this AGREEMENT shall not affect the validity of the remaining portions of this AGREEMENT, so long as the material purpose of this AGREEMENT can be determined and effectuated.

27. No Waiver. Any failure by either Party to enforce any of the provisions of this AGREEMENT or to require compliance with any of its terms shall in no way affect the validity of this AGREEMENT, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any such provision.
28. Counterparts. This AGREEMENT may be signed in any number of counterparts, and all such counterparts together shall constitute one and the same instrument. A signed copy of this AGREEMENT delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this AGREEMENT.
29. Representation of Authority. Any individual executing this AGREEMENT on behalf of the Parties hereby represents and warrants that he or she is, on the date he or she signs this AGREEMENT, duly authorized by all necessary and appropriate action to execute this AGREEMENT on behalf of the Parties and does so with full legal authority.

[Signatures are on following pages]

IN WITNESS WHEREOF, the CITY and the COUNTY have each executed this AGREEMENT effective as of the Effective Date.

CITY:

CITY OF HIGH POINT

Tasha Logan Ford
CITY Manager

Preaudit Certificate:

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

Bobby Fitzjohn, Finance Officer

IN WITNESS WHEREOF, the CITY and the COUNTY have each executed this AGREEMENT effective as of the Effective Date.

COUNTY:

COUNTY OF GUILFORD

Victor Isler
COUNTY Manager

WITNESSED and ATTESTED to by: _____
Robin Keller,
Clerk to the COUNTY Board of Commissioners

EXHIBIT A
to
**INTERLOCAL AGREEMENT FOR A GUILFORD COUNTY FAMILY JUSTICE
CENTER NAVIGATOR POSITION**

Navigator Job Description

(See attached)



Guilford County FJC Navigator

Class Spec Code	0358	Established Date	04/28/2018
Last Revised Date	04/30/2018	Salary Range	\$2,170.23 - \$2,550.04 Biweekly \$56,426.00 - \$66,301.00 Annually
Bargaining Unit	N/A	EEO	EEO4-Professionals
Occupational Group	N/A	FLSA	Non-Exempt
Benefit Code	GCBO	Physical Class	N/A

Class Spec

The mission of the Guilford County Family Justice Center (FJC) is to empower family violence victims to live free from violence and abuse and hold offenders accountable by providing easily accessible, coordinated, and comprehensive services in a single location.

The FJC is a public safety initiative coordinating a three-pronged approach to addressing issues of domestic and sexual violence by connecting law enforcement, prosecution, and community based and social service programs in one location.

General Statement of Duties

This is professional-level work involving the provision of both direct and indirect services to clients and/or their families seeking services at the Guilford County Family Justice Center (FJC).

Distinguishing Features of the Class

Work involves establishing a trusting relationship with all FJC clients and building collaborative relationships with FJC partners. This position will serve as the portal of entry and contact for clients seeking services at the FJC. This position requires explaining agency policies, programs, and procedures to

clients, determining eligibility and certifying clients for services. This position involves the coordination and provision of direct client services on-site at the Family Justice Center. This position works closely with FJC partners to help victims of child abuse, domestic and sexual violence, and elder abuse access and utilize the full range of services available at the FJC. The Navigator reports directly to the FJC Client Services Coordinator.

Examples of Duties

ESSENTIAL DUTIES

- Interview clients to determine appropriate services.
- Assist clients in navigating the various programs and services offered.
- Provide follow-up case management and support to help clients utilize the full range of FJC services available
- Conduct navigation with clients, which includes legality and risk assessments, safety planning, and comprehensive needs assessments;
- Develop an individualized navigation plan for all clients and provides the appropriate referrals to community partners;
- Provide crisis intervention as needed;
- Maintain confidential client records;
- Provide outreach, education, and presentations to the community, when requested;
- Assist in training and oversight of volunteers and interns;
- Participate in evaluating program effectiveness;
- Adhere to FJC policies, procedures, and best practices;
- Performs related duties as required

Knowledge, Skill, and Abilities:

- Knowledge of best practices relating to family violence which includes identification, safety, confidentiality, and program development.
- Skill in working with individuals and families impacted by domestic and sexual violence
- Skill in problem solving, decision making, and conflict resolution
- Ability to work as part of a fast-paced multi-disciplinary team which includes the ability to establish and maintain effective working relationships with diverse persons including law enforcement, criminal justice professionals, social service agencies and other systems that impact service delivery for victims of child abuse, domestic and sexual violence, and elder abuse.

- Ability to deal with persons experiencing stress and the ability to communicate effectively in challenging client situations
- Ability to work effectively under high pressure circumstances and manage crisis and emergency situations
- Ability to communicate effectively, both verbally and in writing, with diverse groups of individuals

Typical Qualifications

Minimum Qualifications:

Bachelor's degree from an accredited school in human services, law enforcement or legal services or in a related field of service with two years of experience working with individuals and families impacted by domestic violence and sexual violence: OR Associates degree in human services, law enforcement or legal services or in a related field of service and four years of experience working with individuals and families impacted by domestic violence and sexual violence: .OR High School Diploma or GED and six years of experience working with individuals and families impacted by domestic violence and sexual violence.

Supplemental Information

Physical Demands:

An employee in this position must be able to physically perform the basic life operational functions of walking, typing, standing, reaching. The employee must be able to perform sedentary work.

Working Conditions:

Work consists of an office environment. No adverse environmental conditions.

May Require Driving

This position may require driving for this position whether driving a County owned or personal vehicle to conduct county business such as but not limited to attending conferences, meetings, or any other county related functions. Motor Vehicle Reports may be verified for valid driver's license and that the driving record is compatible with the county's driving criteria. If a personal vehicle is operated for county business proper insurance is maintained as per Guilford County's vehicle use policy.

Special Note

EXHIBIT A

This generic class description gives an overview of the job class, its essential job functions, and recommended job requirements. However, for each individual position assigned to this class, there is available a completed job description with a physical abilities checklist which can give further details about that one specific position. Those documents should be reviewed before initiating a selection process. They can provide additional detailed information on which to base various personnel actions and can assist management in making legal defensible personnel decisions.

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Purchase from National Power

FROM:
Brian Evans
Fire Chief

MEETING DATE:
September 18, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Bid Recommendation Form

PURPOSE: High Point Fire Department is a 24/7 all-hazards mitigation agency and currently the Demco 100 kW generator at Fire Station 1 does not support the kW rating to ensure the continuous and reliable supply of electrical power during utility outages. The purchase of the Generac SG175kW generator is essential for maintaining operation readiness and enhances preparedness against power failures caused by storms, grid failures, or other unforeseen events.

BACKGROUND: The current stand-by generator at Fire Station 1 is a Demco Product circa 1970 rated at 100kW and no longer supports the kW demand of the station. Due to the age of this generator, maintenance and replacement parts have become increasingly difficult to source.

Utilizing the Sourcewell cooperative contract, High Point Fire Department requests City Council approval for the purchase of Generac 175kW Standby Generator for Fire Station 1 from National Power in the amount of \$111,278.00. Upon receipt of the purchase order, the expected delivery is 13–19 weeks.

BUDGET IMPACT: Funds are available in the FY 2025-26 Budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a purchase from National Power in the amount of \$111,278 for a Generac 175kW Standby Generator for Fire Station Number 1 and authorize the appropriate City Official(s) to execute all necessary documents.

BID RECOMMENDATION

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPEN:

DESCRIPTION:

Generac Model SG175 Stationary Emergency-Standby rated Generator

PURPOSE:

High Point Fire Department is a 24/7 all hazards mitigation agency and currently the Demco 100 kW generator at Fire Station 1 does not support the kW rating to ensure the continuous and reliable supply of electrical power during utility outages. The purchase of the Generac SG175kW generator is essential for maintaining operation readiness and enhances preparedness against power failures caused by storms, grid failures, or other unforeseen events.

COMMENTS:

High Point Fire Department requests Council's approval for the purchase of Generac 175kW Standby Generator for Fire Station 1 from National Power in the amount of \$111,278.00 and that the appropriate City official and/or employee be authorized to execute all necessary documents. Upon receipt of the purchase order the expected delivery is 13-19 weeks.

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

Utilization of the Sourcewell contract enabled the city to achieve substantial savings.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
101352	533101			\$111,278.00
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:

(For City Council Approval Only)

CITY OF HIGH POINT

AGENDA ITEM



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

FROM:
Adam Ward
Director of IT Services

MEETING DATE:
September 18, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Quote

PURPOSE: To approve a contract with Motorola Solutions, Inc. for the purchase of ninety (90) Motorola APX6000 portable radios and related software and support services.

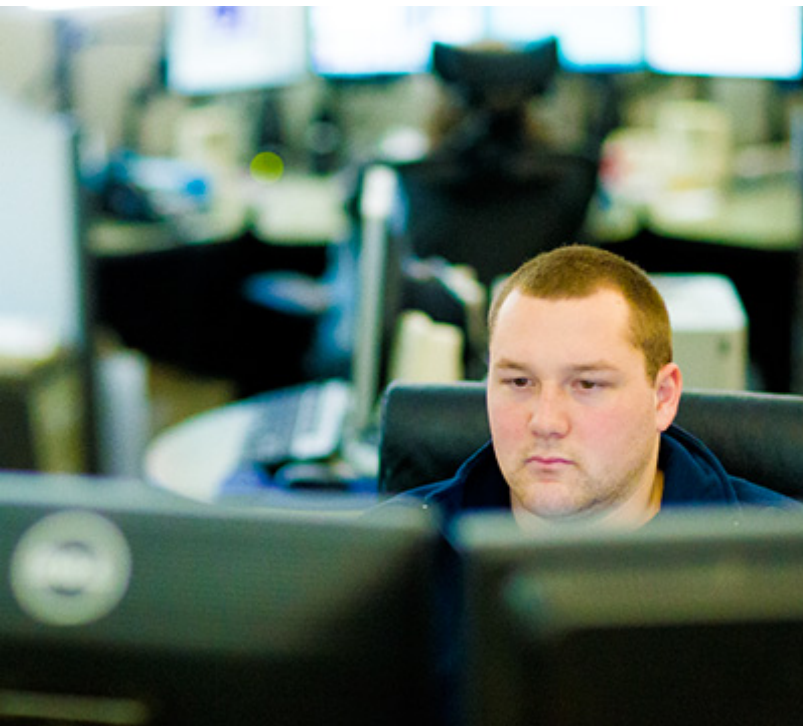
BACKGROUND: Portable radios are the primary communication tool for City staff and public safety personnel. A subset of our current radios are over eight years old, no longer supported, and difficult to repair, creating a risk of failures.

The new Motorola APX6000 radios will replace this aging equipment. They provide clearer audio, stronger security, and improved reliability with features like over-the-air programming and noise reduction. This purchase ensures dependable communication across the City and with regional partners.

The purchase will be made under the State of North Carolina Contract #19144-725G at a total cost of \$596,254.50.

BUDGET IMPACT: Funds are available in the FY 2025-26 budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a contract with Motorola Solutions, Inc. for the purchase of ninety (90) Motorola APX6000 portable radios and related software and support services in the amount of \$596,254.50 and authorize the appropriate City Official(s) to execute all necessary documents.



HIGH POINT, CITY OF

08/06/2025

08/06/2025

HIGH POINT, CITY OF
501 E COMMERCE AVE
HIGH POINT, NC 27261

Dear Lee Stanley,

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

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

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

Sincerely,

James Field

Billing Address:
HIGH POINT, CITY OF
501 E COMMERCE AVE
HIGH POINT, NC 27261
US

Quote Date:08/06/2025
Expiration Date:10/05/2025
Quote Created By:
James Field
Brandon.Field@
motorolasolutions.com

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

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

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000				
1	H98UCH9PW7BN	PORTABLE RADIO APX6000 700/800 MODEL 3.5	90	\$4,479.00	\$3,180.09	\$286,208.10
1a	H869BZ	SOFTWARE LICENSE ENH: MULTIKEY	90	\$388.00	\$275.48	\$24,793.20
1b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	90	\$6.42	\$4.56	\$410.40
1c	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	90	\$118.00	\$83.78	\$7,540.20
1d	QA01767AT	ADD: P25 LINK LAYER AUTHENTICATION	90	\$118.00	\$83.78	\$7,540.20
1e	QA01833AH	ADD: EXTREME 1-SIDED NOISE REDUCTION	90	\$30.00	\$21.30	\$1,917.00
1f	Q361AR	ADD: P25 9600 BAUD TRUNKING	90	\$353.00	\$250.63	\$22,556.70
1g	Q58AL	ADD: 3Y ESSENTIAL SERVICE	90	\$184.00	\$184.00	\$16,560.00
1h	QA00580AC	ADD: TDMA OPERATION	90	\$530.00	\$376.30	\$33,867.00
1i	QA01768AA	SOFTWARE LICENSE ENH: ENHANCED ZONE BANK	90	\$89.00	\$63.19	\$5,687.10
1j	QA07576AB	ALT: TIA4950 BATT IMPRES 2 LIION 4600MAH (PMNN4573A)	90	\$204.48	\$145.18	\$13,066.20
1k	QA03399AA	ADD: ENHANCED DATA APX	90	\$177.00	\$125.67	\$11,310.30



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

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1l	H38BT	ADD: SMARTZONE OPERATION	90	\$1,412.00	\$1,002.52	\$90,226.80
1m	QA09113AB	ADD: BASELINE RELEASE SW	90	\$0.00	\$0.00	\$0.00
1n	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	90	\$607.00	\$430.97	\$38,787.30
1o	Q629AK	SOFTWARE LICENSE ENH: AES ENCRYPTION AND ADP	90	\$560.00	\$397.60	\$35,784.00

Grand Total **\$596,254.50(USD)**

Notes:

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



CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Purchase from WESCO

FROM:
Tyler Berrier
Electric Utilities Director

MEETING DATE:
September 18, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:

1. Picture
 2. Quote
 3. Bid Recommendation Form
-

PURPOSE: To replenish warehouse stock of underground cable commonly used by High Point Energy.

BACKGROUND: The City normally stocks this item in inventory and will use the Sourcewell contract #091422-WES to purchase the materials.

BUDGET IMPACT: Funds are available in the FY 2025-2026 Budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a purchase from WESCO to replenish warehouse stock of underground cable used by High Point Energy in the amount of \$763,200 and authorize the appropriate City Official(s) to execute all necessary documents.





WESCO
DISTRIBUTION®

334 ATKINSON STREET

CLAYTON

NC 27520

Quotation

BY ACCEPTING THIS QUOTE, YOU AGREE THAT THE WESCO TERMS AND CONDITIONS OF SALE PUBLISHED AT WWW.WESCO.COM/TERMSOFSALE ARE EXPRESSLY INCORPORATED INTO AND SHALL GOVERN THIS TRANSACTION.
Wesco may assess storage and transportation fees if you do not take or accept delivery within 90 days of product availability. Wesco may also update this quote or above pricing due to changes in duties, freight, tariffs, supplier pricing, surcharges, commodity pricing, or exchange rate fluctuations.

To: CITY OF HIGH POINT
657 E RUSSELL AVE
SOURCEWELL ACCT# 091422-WES
HIGH POINT NC 27261

Date: 08/28/25

Branch: 7884

Project Number: MARK LAWSON

Project Name

Quoted To:

Date of Your Inquiry: 08/28/25

When ordering please refer to Quotation Number: 301821

Item	Quantity	Catalog Number and Description	Unit Price	U/M	Total Price	Rate of Cash Discount	Shipping Time (Weeks)	Customer Delivery Date
10	20000	OKONITE**FT*142-23-9096 1/C 750 CLASS B COPPER C-RD	38.160	E	763200.00	0.00	44 - 46	07/24/26
SUB-TOTAL					763200.00			
ESTIMATED TAX					51516.00			
TOTAL					814716.00			

Wesco may assess storage and transportation fees if you do not take or accept delivery within 90 days of product availability. Wesco may also update this quote or above pricing due to duties, freight, tariffs, supplier pricing, surcharges, or exchange rate fluctuations. BY ACCEPTING THIS QUOTE, YOU AGREE THAT THE TERMS AND CONDITIONS OF SALE PUBLISHED AT www.wesco.com/termsofsale ARE EXPRESSLY INCORPORATED INTO AND SHALL GOVERN THIS TRANSACTION.

Per:

BID RECOMMENDATION

DEPARTMENT: Electric Department

COUNCIL AGENDA DATE: September 22, 2025

BID NO.: Sourcewell CONTRACT NO.: ID# 091422-WES DATE OPEN:

DESCRIPTION:

WIRE-PRI-UG-750MCM CU 1/C 15KV

PURPOSE:

TO REPLENISH STOCK IN WAREHOUSE ITEM # 113

COMMENTS:

IT IS MY RECOMMENDATION THAT THE SOURCEWELL BID BE AWARDED TO WESCO IN THE AMOUNT OF \$763,200.00 . THIS REPRESENTS THE BEST OVERALL VALUE TO THE CITY OF HIGH POINT . 20,000 FT @ \$38.16 FT

RECOMMEND AWARD TO: Wesco AMOUNT: 763,200.00

JUSTIFICATION:

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

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
631795	533504			\$763,200.00
TOTAL BUDGETED AMOUNT				\$763,200.00

DEPARTMENT HEAD: Tyler Berrier Digitally signed by Tyler Berrier Date: 2025.09.10 10:09:35 -04'00' DATE: 9/10/2025

The Purchasing Division concurs with recommendation submitted by the Electric-Warehouse and recommends award to the lowest responsible, responsive bidder Wesco in the amount of \$763,200.00

PURCHASING MANAGER: Candy E Harmon Digitally signed by Candy E Harmon Date: 2025.09.10 10:18:39 -04'00' DATE: 9/10/2025

FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn Date: 2025.09.10 15:09:14 -04'00' DATE: 9/10/25

Approved for Submission to Council

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

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Task Order with CDM Smith

FROM:
Robby Stone
Public Services Director

MEETING DATE:
September 18, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

- ATTACHMENTS:**
1. Capital Project Ordinance
 2. Scope of Services
 3. Map
-

PURPOSE: To approve a task order with CDM Smith for the professional engineering services to perform design, permitting, and bidding for the Ensley Creek sanitary sewer aerial outfall replacement project. The city has a master agreement for professional services with CDM Smith.

BACKGROUND: The Ensley Creek sanitary sewer line was constructed in 1958. It is located on the south side of High Point and is one of three major sanitary sewer outfalls that discharge to the Westside Wastewater Treatment Plant. The length of the Ensley Creek Outfall is 28,000 linear feet and there are 17 aerial sections (see attached map). CDM Smith completed a Preliminary Engineering Report (PER), Phase 1 Condition Evaluation, Sizing and Project Extents in March 2025 and made recommendations for aerial sewer sections that need replacement. The scope of work will be to provide the design, permitting, and bidding services for the replacement of 10 aerial crossings (totaling approximately 3,100 linear feet).

BUDGET IMPACT: A capital project ordinance amendment is included with this item. Revenue bonds associated with this ordinance are estimated to be issued in 2027 in accordance with the city's financing plan. Debt service payments will be paid from water and sewer revenues.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a task order with CDM Smith in the amount of \$796,500 for professional engineering services, approve a capital project ordinance amendment, and authorize the appropriate City Official(s) to execute all necessary documents.

A CAPITAL PROJECT ORDINANCE AMENDMENT
OF THE CITY OF HIGH POINT, NORTH CAROLINA
FOR THE ENSLEY CREEK SEWER OUTFALL AERIAL REPLACEMENT PROJECT

Be it ordained by the City Council of the City of High Point, North Carolina, that,
pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the
following Capital Project Ordinance is hereby adopted:

- Section 1. The Ensley Creek sanitary sewer line was constructed in 1958. It is located on the south side of High Point and is one of three major sanitary sewer outfalls that discharge to the Westside Wastewater Treatment Plant. The scope of work will be to provide the design, permitting, and bidding services for the replacement of 10 aerial crossings (totaling approximately 3,100 linear feet). The Project will be paid by proceeds from water and sewer revenue bonds.
- Section 2. The following revenue is available to the City of High Point:
- | | |
|-----------------------|-----------|
| Revenue Bond Proceeds | \$796,500 |
|-----------------------|-----------|
- Section 3. The following amounts are appropriated for the Project:
- | | |
|-----------------------------|-----------|
| Engineering/Design Services | \$796,500 |
|-----------------------------|-----------|
- Section 4. The Financial Services Director is hereby directed to maintain a Capital Project with sufficient detail accounting records to allow compliance with G.S. 159-28 Budgetary accounting for appropriations
- Section 5. Copies of this capital project ordinance shall be made available to the City Manager and the Financial Services Director for direction in carrying out this project."

Adopted by High Point City Council, this the 22nd day of September 2025

Cyril Jefferson, Mayor

ATTEST

Sandra Keeney, City Clerk





4600 Park Road, Suite 240
Charlotte, North Carolina 28209
tel: 704 342-4546
fax: 704 342-2296

July 29, 2025

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

Subject: City of High Point
Ensley Creek Sewer Outfall Replacement Project
Draft Proposal for Design, Permitting and Bidding Services

Dear Mr. Boone:

CDM Smith (ENGINEER) is pleased to submit this proposal for Engineering Services to the City of High Point (OWNER) for the design, permitting, and bidding for the Ensley Creek Sewer Outfall project. Our proposed scope of services, schedule for completing the work, and fee estimate are summarized further below.

PROJECT DESCRIPTION

The ENGINEER completed the *Ensley Creek Outfall - Preliminary Engineering Report (PER), Phase 1 Condition Evaluation, Sizing and Project Extents* in March 2025 and made recommendations for aerial sewer sections that are in need of replacement. At the OWNER's request, this scope of work has been developed to provide design, permitting, and bidding services for replacement of 10 aerial crossings (totaling approximately 3,100 linear feet). **Table 1** below summarizes the sewer sections that will be replaced as a part of this scope of work. It is assumed that the entire sewer section will be replaced from manhole to manhole, and new sewers will be installed parallel to the existing sewers (except in locations where realignment may be feasible to eliminate stream crossings). Realignment will be investigated for sewer S15195. As recommended in the PER and shown in Table 1, six of these sewers will be upsized to convey a 5-year storm event.



Mr. Derrick Boone
 Ensley Creek Sewer Replacement Design
 Engineering Services Proposal
 July 29, 2025
 Page 2

Table 1 – Summary of Aerial Sewer Replacements

Aerial ID	GIS Pipe ID	Existing Diameter (inches)	Aerial Pipe Material	Existing Length (feet)	Proposed Diameter to Convey 5-yr Design Storm
ID-1	S15195	24	RCP	469	24
ID-4	S24739	21	RCP	404	24
ID-9	S13297	24	RCP	241	30
ID-12	S21046	15	DIP	184	15
ID-3	S11324	18	RCP	277	18
ID-8	S20964	21	RCP	189	24
ID-2	S15190	18	RCP	270	18
ID-7	S19053	21	RCP	304	24
ID-6	S11402	21	RCP	370	24
ID-5	S21033	21	RCP	353	24

The following provides a description of the work to be performed.

BASIC SERVICES

Basic Services to be provided by the ENGINEER under this Agreement will be limited to the following:

- Task 100 – Project Management and Quality Control
- Task 200 – Data Collection and Easement Documents
- Task 300 – Final Design
- Task 400 – Permitting
- Task 500 – Bidding

Mr. Derrick Boone
Ensley Creek Sewer Replacement Design
Engineering Services Proposal
July 29, 2025
Page 3

The detailed scope of services for the basic services included under this Contract (Tasks 100 through 500) follows:

TASK 100 PROJECT MANAGEMENT AND QUALITY CONTROL

This task includes activities involved with planning and subsequent monitoring and control of the project. In addition to the ENGINEER's normal in-house staff management, invoicing, and job tracking procedures, the following subtasks will be considered project management services:

- 101 Project Schedule Development: A project schedule will be developed for all major activities associated with each project task. The schedule will be reviewed and finalized with the OWNER at the project kickoff meeting.
- 102 Project Initiation/Kickoff Meeting: An in-person project kickoff meeting will be held with the OWNER to discuss project schedule, administrative procedures, respective responsibilities, communications, OWNER contacts, OWNER expectations, progress reporting, data collection, and other project matters as appropriate. Key stakeholders of the OWNER and ENGINEER's project team are expected to attend.
- 103 Quality Control: ENGINEER will undertake quality control activities in accordance with ENGINEER's Quality Management System (QMS) that includes communication plans and independent specialist reviews. Technical reviews of final design deliverables are included in Task 300.

TASK 200 DATA COLLECTION AND EASEMENT DOCUMENTS

The following services will be performed:

201 Field Survey

ENGINEER and its survey subcontractor will perform topographic and planimetric surveying services and establish horizontal and vertical control to provide accurate information as to the horizontal and vertical locations of existing structures, land features, and property identification for the project. The project area includes a 100-foot-wide corridor, centered on the existing gravity sanitary sewer and extending from the upstream to the downstream manhole for each of the 10 aerial crossing locations plus an additional 50-foot-wide corridor for potential S15195 realignment. Level B Subsurface Utility Exploration (SUE) will be completed to identify underground utilities within the project area. All surveying will be in accordance with current North Carolina surveying standards and conducted using conventional, GPS, or other industry-accepted methods.

Mr. Derrick Boone
Ensley Creek Sewer Replacement Design
Engineering Services Proposal
July 29, 2025
Page 4

Features to be surveyed within the project area include topography (1' contours); planimetrics; property corners; stream centerline, toe-of-bank, and top-of-bank; stream and wetland flagging; diameter and type of trees with a diameter-at-breast-height (DBH) of 8" and greater; tree and brush lines; existing public and private utility easements; road rights-of-way and limits of controlled access; and utilities.

Level A SUEs will be performed to confirm vertical utility locations after Level B designation of buried utilities within the limits of the proposed work area are performed. Marked utilities will be incorporated into the base mapping. Up to 3 Level A SUEs are assumed.

202 Geotechnical Investigation

ENGINEER will retain the services of a subcontractor to perform geotechnical investigations along the proposed alignment to observe subsurface conditions and support the design of any new or replacement concrete piers. The borings will be performed between the 30 and 60 percent design stages. All borings are assumed to be performed in unpaved areas. For the purposes of this scope of work, 20 borings and 500 feet of total drilling depth (which includes up to 10 feet of rock coring) have been assumed. If additional borings or rock coring are required, OWNER may authorize use of the contingency funds in Task 600 or issue an Amendment. The scope of the subsurface investigation will consist of the following:

- Perform Standard Penetration Test (SPT) borings at all locations.. Rock coring will be performed up to a depth of 10 feet on 10 borings.
- Observe and log soil, rock, and groundwater conditions at borings. SPT split-spoon sampling will be performed in general accordance with ASTM D1586 and soil samples will be given a USCS classification. Where refusal is encountered above the planned depth of boring, rock coring will be performed to at least a depth of 5 feet into the rock.
- The boring will be filled with cuttings from the drilling and seed and straw applied to any disturbed areas.
- Conduct laboratory testing on selected soil samples to confirm soil and rock classification and estimate engineering properties.

Upon completion of the geotechnical investigation, ENGINEER will prepare a geotechnical data report summarizing the subsurface conditions observed in the borings and containing the data (boring logs, laboratory testing, etc.) collected during the investigation. Horizontal location of the test hole will be located using GPS services.

Mr. Derrick Boone
Ensley Creek Sewer Replacement Design
Engineering Services Proposal
July 29, 2025
Page 5

203 Stream and Wetland Identification and Delineation

ENGINEER will delineate jurisdictional streams and wetland boundaries in the project corridors according to the 1987 US Army Corps of Engineers (USACE) Wetland Delineation Manual and significant nexus (Rapanos) forms as needed, and jurisdictional areas will be flagged in the field for confirmation by USACE and/or the NC Division of Water Resources (DWR). It is assumed that the stream and wetland boundaries can be delineated in a 2-day site visit. Upon completion of the site visit, ENGINEER will prepare a Preliminary Jurisdictional Determination request and will contact a representative of USACE to schedule a site visit to approve the delineation. This Task includes a 1-day site visit with the USACE (and DWR as applicable) representative to verify and approve ENGINEER's delineation. Upon confirmation by USACE, the delineation flagging will be surveyed and incorporated into the overall project survey.

The field visit includes a desktop analysis and habitat assessment for protected species based on the wetland delineation field walk. Surveys for protected species and archaeological resources are not included.

204 Easement Exhibits

Easement exhibits will be prepared for all affected properties at an appropriate scale for presentation on 8-1/2 x 14 sheets for acquisition in accordance with the OWNER's standards and suitable for recording. Ties to property corners and details of the easement and temporary construction easements will be shown. Exhibits will be generated from the same file as the construction documents. Exhibits will indicate area of permanent, temporary, and total easements and total area of property. Up to two access easements may be needed and will be shown on easement exhibits. The following deliverables are assumed:

- Preparation of up to 22 easement exhibits
- Preparation of 22 easement exhibit revisions (due to property owner negotiations)
- Preparation of up to 22 legal descriptions.

One round of field staking of the proposed pipeline centerlines and permanent and temporary construction easements for property owner, OWNER, etc. review of the alignment will be provided.

Mr. Derrick Boone
Ensley Creek Sewer Replacement Design
Engineering Services Proposal
July 29, 2025
Page 6

The ENGINEER's level of effort for easement coordination and review is based on the assumptions above. If additional easements are required, OWNER may authorize use of the contingency funds in Task 600 or issue an Amendment.

205 Field Walk

The ENGINEER will perform a field walk to determine the potential property owner impacts, environmental impacts, permitting issues, construction cost impacts, easement requirements, loss of trees, rock removal, stream crossings, general constructability, etc. The findings from this field walk will be used in coordination with the field survey data to route the sewer replacements.

TASK 300 FINAL DESIGN

ENGINEER will prepare Contract Documents to include drawings and technical specifications showing the scope, extent, and character of the work to be performed and furnished by the Contractor. Drawings will be presented on 22"x34" sheet sizes. OWNER's Division 0 specifications/Contract Documents will be utilized. ENGINEER will provide the additional front end and technical specifications as needed in general conformance with the 50-division format of the Construction Specifications Institute (CSI). The final design will include the following drawings:

- General design drawings including up to 4 general sheets (including 1 cover, 1 sheet index and general notes and abbreviations sheet, 1 key map sheet, and 1 project area/access sheet).
- Civil design drawings including up to 5 plan (1"=20') and profile (1"=4') drawings for the replacement of up to 3,100 linear feet of aerial, gravity sanitary sewer and up to 7 civil detail sheets. Demolition of the existing aerial sewers will be included on the plan and profile drawings.
- Structural design drawings including up to 6 sheets for design of concrete piers, ring girders, anchor straps, anchor bolts, and other ancillary infrastructure required to support and/or secure the pipe to the concrete piers. A piping analysis will be performed for the following load cases: dead weight pipe flowing half full (normal operation), dead weight pipe flowing full (worst case), wind, thermal (includes expansion joint needs), snow/ice, seismic, pressure (gravity only), and flood considerations.

The design documents will be prepared as a single bid package. The design will be carried out in cooperation with the OWNER and will include the following deliverables:

Mr. Derrick Boone
Ensley Creek Sewer Replacement Design
Engineering Services Proposal
July 29, 2025
Page 7

- 30% Design Submittal: Includes list of anticipated specifications, plan view drawings (no profile) depicting the collected survey and extents of aerial sanitary sewer to be replaced, and opinion of probable construction cost (OPCC).

ENGINEER will also provide a technical memorandum (TM) presenting proposed aerial crossing details, construction access recommendations, realignment of sewers to remove stream crossings, proposed pipe materials, and proposed concrete pier designs.

- 60% Design Submittal: Includes key technical specifications, plan and profile drawings, structural drawings, key technical details, and an updated OPCC. ENGINEER will also include a bypass pumping evaluation that will present options for potential bypass pumping challenges associated with stream and wetland crossings, road crossings, and odor and noise considerations when working near residential/commercial properties. A sequencing plan will be included in the specifications to guide the Contractor on specific requirements and limitations associated with bypass pumping.
- 90% Design Submittal: Includes all front end and technical specifications and all design drawings for permit submittals.
- Bid Set: Includes all specifications and design drawings and an updated OPCC.

At approximately the 30- and 60-percent completion stages of the drawings and specifications, ENGINEER will perform an internal Technical and Constructability Review. At 90-percent completion, ENGINEER will perform a final coordination and cross-check of drawings and specifications.

In-person meetings will be held with OWNER at the 30, 60, and 90 percent design milestones to discuss review comments.

TASK 400 PERMITTING

ENGINEER will prepare the applications for the required permits and approvals for submittal to the respective agencies. ENGINEER will prepare the submittal packages and submit to the applicable regulatory agency on the OWNER's behalf, unless the OWNER elects to submit them. ENGINEER has assumed the following permits and approvals will be required:

- NCDEQ Sewer Extension – Since several sewer sections are being upsized, it is assumed that this permit is required.

Mr. Derrick Boone
Ensley Creek Sewer Replacement Design
Engineering Services Proposal
July 29, 2025
Page 8

- NCDEQ Sediment and Erosion Control/NPDES Stormwater Permit Notice of Intent – More than one (1) acre of disturbance is anticipated.
- USACE 404 Nationwide Permit 58 /NCDEQ DWR 401 General Water Quality Certification – Temporary impacts to streams and buffers are anticipated during construction. ENGINEER will complete a Pre-Construction Notification (PCN) Form for the application. The submittal of a PCN requires Endangered Species Act coordination and National Historic Preservation Act coordination. The wetland delineation field visit in Task 2 will include a desktop analysis and habitat assessment for protected species. ENGINEER will prepare a summary memorandum of potential threatened and endangered species habitat within the project study area and provide the memo to representatives of the U.S. Fish and Wildlife Service (USFWS) to request written information concerning the potential for threatened and endangered species to be present on the site. ENGINEER will review the North Carolina State Historic Preservation office (NCHPO) online data base (HPOWEB 2.0) for potential culturally or historically significant resources. Site surveys as may be requested by USFWS or NCHPO for protected species or archaeological resources are not included in this task. Site visits are not included in this task.
- Davidson/Guilford County Floodplain Development Permit – It is assumed that existing aerial sewers will be removed, and new aerial sewers will be installed, resulting in no changes to existing contours, and no increase in fill materials within the floodplain. Therefore, it is anticipated, that a basic evaluation rather than detailed hydraulic impact analysis will suffice for the Floodplain Development Permit/No-Rise Certification. This will be confirmed with the floodplain managers of Davidson and Guilford Counties.

ENGINEER will coordinate with the regulatory agencies throughout the permit application and review process. As part of this task, once the permit applications are submitted, ENGINEER will maintain contact with the regulatory agencies to monitor and, where possible, facilitate the review process.

OWNER will be responsible for paying all permit fees.

TASK 500 BIDDING

One bidding phase for a single construction contract is included as part of this scope of work. ENGINEER will perform the following services related to Bidding and Award:

Mr. Derrick Boone
Ensley Creek Sewer Replacement Design
Engineering Services Proposal
July 29, 2025
Page 9

- 501 Assist OWNER in advertising for construction, materials, equipment, and services; issue Contract Documents and maintain a record of prospective bidders to whom Contract Documents have been issued; and receive and process deposits for Contract Documents.
- 502 ENGINEER will prepare and issue up to two (2) addenda as appropriate to interpret, clarify, or further define the Contract Documents.
- 503 Consult with and advise OWNER to determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to award of contract is allowed by the Contract Documents.
- 504 Attend and coordinate with the City of High Point Purchasing Department to conduct the pre-bid meeting, bid opening, and prepare a certified bid tabulation sheet and recommendation of award.

ASSUMPTIONS

The following assumptions were made during development of this scope of work. Changes to these assumptions may be covered by the Task 600 allowance or can be included as an Amendment to this Agreement.

- City of High Point and Guilford County building, trade, or other permits are not required.
- Detailed bypass pumping plans will be developed by the Contractor.
- A hydraulic capacity evaluation was performed as part of the *Ensley Creek Outfall - Preliminary Engineering Report (PER), Phase 1 Condition Evaluation, Sizing and Project Extents*. Additional hydraulic modeling will not be performed.
- Pressure thrust forces will not be considered in piping analysis since this is a gravity system.
- Easement clearing will not be required to perform drilling of geotechnical borings.
- Construction will not occur within NCDOT rights-of-way, so an encroachment permit is not included.

Mr. Derrick Boone
Ensley Creek Sewer Replacement Design
Engineering Services Proposal
July 29, 2025
Page 10

- New concrete piers will be designed and will be supported by a concrete spread footing or will rest on existing bedrock. A pile foundation design can be provided via an Amendment to the Agreement if required.
- Survey will be limited to the sanitary sewer portions of the project (i.e., survey will not extend to access locations). ENGINEER will utilize OWNER-provided GIS data for developing construction access drawings.
- Mitigation for stream, wetland, and/or buffer impacts is not included.
- No soil or groundwater contamination will be encountered.

OWNER'S RESPONSIBILITIES

Furnish to ENGINEER, as requested by ENGINEER for performance of Services as required by the Contract Documents, the following:

- Pay for necessary permit application fees.
- Provide access to the project site, including any necessary accompanying safety personnel should any private property owners object to granting access.
- Provide documents depicting recorded easements for the entire sanitary sewer alignment.
- Provide review comments on deliverables within 2 weeks from submittal by the ENGINEER.
- Review comments on design submittals will be compiled into a single document.
- Provide responses to questions and requests for information within 1 week.
- Provide public notification as required prior to data collection and construction efforts.
- Provide easement acquisition services.

OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement. ENGINEER's scope of work does not include verifying OWNER Provided Information for accuracy or completeness. OWNER may request an independent review of OWNER Provided

Mr. Derrick Boone
Ensley Creek Sewer Replacement Design
Engineering Services Proposal
July 29, 2025
Page 11

Information by ENGINEER pursuant to a mutually agreed amendment to this Agreement. ENGINEER shall be entitled to an adjustment in price and schedule to the extent that any corrective action in ENGINEER's Services arises out of inaccurate OWNER Provided Information.

TIME PERIOD OF PERFORMANCE

The ENGINEER estimates Tasks 100 through 500 will be completed within 18 months from issuance of a formal Notice to Proceed (NTP). The ENGINEER will commence work within two weeks after receiving a formal notice to proceed (NTP). A more detailed schedule will be presented within 30 calendar days after receipt of the NTP. NTP is anticipated to be no later than August 30, 2025. ENGINEER is not responsible for any delays due to easement acquisition, permitting approvals, or any other items that are outside of ENGINEER's control. ENGINEER reserves the right to request an Amendment if the schedule extends beyond the durations presented herein.

PAYMENT AND COMPENSATION

The total cost of all Basic Services will be the lump sum or not to exceed basis as described below. Total payments to the ENGINEER will not exceed \$796,500.00. In addition to this compensation, the OWNER reserves the right to amend this Contract so that the ENGINEER may furnish additional services as may be needed. The ENGINEER will submit its invoices under the terms of this Contract on a monthly basis. The ENGINEER's invoices will be paid within 30 days of receipt by the OWNER. The ENGINEER will submit its final invoice applicable under the terms of this Contract within 30 days of the Contract termination date.

<u>Task Description</u>	<u>Fee</u>
Task 100 – Project Management and Quality Control	\$76,700.00
Task 200 – Data Collection and Easement Documents	\$361,700.00
Task 300 – Final Design	\$287,500.00
Task 400 – Permitting	\$39,800.00
Task 500 – Bidding	\$30,800.00
Totals	\$796,500.00



Mr. Derrick Boone
Ensley Creek Sewer Replacement Design
Engineering Services Proposal
July 29, 2025
Page 12

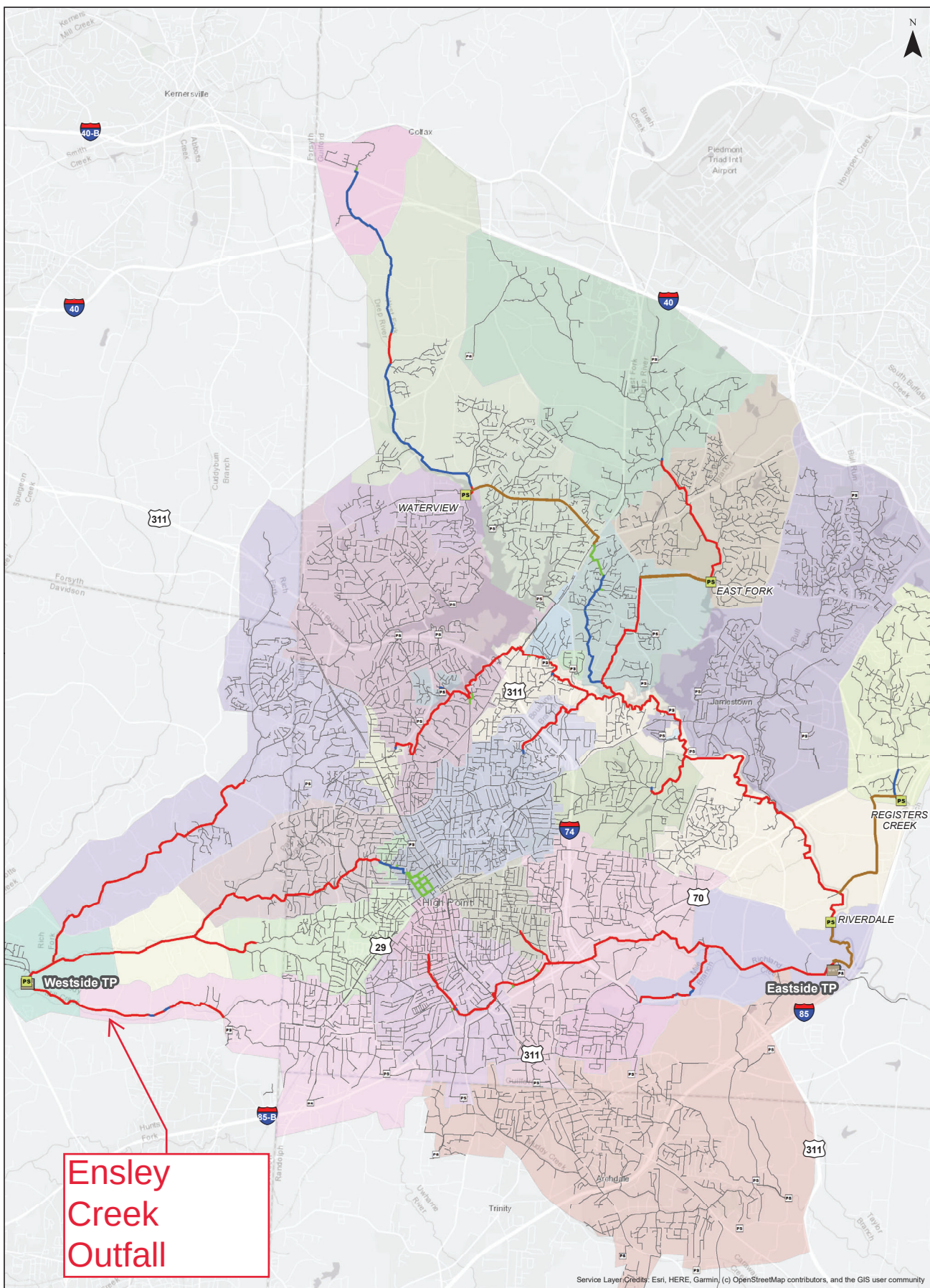
Thank you for the opportunity for CDM Smith to serve the City of High Point and your customers. We look forward to working with you on this important project. If you have any questions or need any additional information, please let me know.

Sincerely,

Laurin B. Kennedy, P.E., PMP
Senior Project Manager
CDM Smith Inc.

Cc: Glendon Fetterolf, PE, CDM Smith





Legend PS Modeled Pump Station PS System Pump Station PS Wastewater Treatment Plant — Modeled Pipes - 12" or Less — Modeled Pipes - 15" to 19" — Modeled Pipes - 20" or Greater — Modeled Force Main — System Gravity Main	Figure ES-4 Modeled Collection System High Point, NC	1 inch = 1.25 miles 0 0.5 1 1.5 2 Miles CDM Smith	
---	---	--	--

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Co-Location Water Tank License Agreement with ALLTEL Corporation, dba Verizon Wireless

FROM:
Robby Stone
Public Services Director

MEETING DATE:
September 18, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Co-Location Water Tank License Agreement

PURPOSE: To approve a co-location water tank license agreement with ALLTEL Corporation, dba Verizon Wireless.

BACKGROUND: The attached license agreement is for a five-year term starting July 1, 2024, with one automatic five-year extension ending June 30, 2034. For FY 24-25, Verizon Wireless will pay \$2,993.43, which is the difference between the old license fee of \$34,517.25 already paid by Verizon Wireless and the new license fee of \$37,510.68 (an 8.67% increase). Verizon Wireless will pay the \$2,993.43 payment for FY 24-25 plus the \$37,510.68 license fees for FY 25-26 and FY 26-27 in a lump sum initial payment of \$78,014.79 within 90 days after execution of the agreement. Verizon Wireless will pay the license fee annually thereafter. The license fee will increase by 10% in FY 29-30 to \$41,261.75.

BUDGET IMPACT: There are no funding impacts for this item.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a co-location water tank license agreement with ALLTEL Corporation, dba Verizon Wireless, and authorize the appropriate City Official(s) to execute all necessary documents.

Licensee Site Name: Howard Drive
Licensee Site Number: 5000960337
Licensors Site Name: Howard Place
Site Address: 906 Howard Place High Point, NC 27262

NORTH CAROLINA
GUILFORD COUNTY

CO-LOCATION WATER TANK LICENSE AGREEMENT

This CO-LOCATION WATER TANK LICENSE AGREEMENT ("Agreement") made and entered into this the _____, 2025 ("Effective Date"), by and between the **CITY OF HIGH POINT**, a North Carolina municipal corporation with a mailing address of P.O. Box 230, 211 South Hamilton Street, High Point, North Carolina 27260 ("LICENSOR"), and **ALLTEL CORPORATION d/b/a Verizon Wireless**, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("LICENSEE"). LICENSOR and LICENSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. USE.

a. LICENSOR hereby grants to LICENSEE a license to install, maintain, upgrade, replace and operate a communications facility ("Use") on LICENSOR's real property and water tank structure (the "Tank") located at 906 Howard Place, High Point, Guilford County, North Carolina 27262, which is more particularly described in **Exhibit A** attached hereto and incorporated herein (the "Property"). The portions of the Tank upon which LICENSEE's antennas and other communications equipment listed on **Exhibit B** (the "Equipment") are installed (the "Tank Space") and the 600 square foot area of the Property upon which LICENSEE's ground based equipment, enclosure and similar improvements are installed ("Ground Space") are described and/or depicted in **Exhibit C** attached hereto and are collectively hereinafter referred to as the "Premises." LICENSOR also hereby grants to LICENSEE the non-exclusive right for ingress and egress, on foot or motor vehicle, over, under, and through the Property and for the installation, maintenance, upgrade, replacement, and operation. of wires, cables, conduits, pipes and related equipment and improvements running between and among the various portions of the Premises and to all necessary electrical, telephone, fiber and other similar support services located within the Property or the nearest public right of way (the "Right(s) of Way"). This non-exclusive right for ingress and egress shall be permitted during normal working hours of Monday through Friday, from 7:30 AM to 4:30 PM, except in the event of an emergency, in which case LICENSEE may access the Premises outside of normal working hours, provided that LICENSEE's representatives will contact the LICENSOR by telephone at its customer service line (336-883-

3111 upon entering and leaving the Premises. It is agreed, however, that only authorized engineers, employees, or properly authorized contractors of LICENSEE, or persons under their direct supervision, will be permitted within the Right(s) of Way. All work within the Right(s) of Way shall be scheduled with the City of High Point Public Services Department with no less than forty-eight hours' notice.

b. LICENSEE shall ensure that any installation, maintenance, upgrade, replacement, and operation of the Equipment will not materially impair the structural integrity of the Tank. The Parties acknowledge that LICENSEE presently has equipment installed on the Tank pursuant to the Terminated Agreement (as defined in Section 27 below). Prior to upgrading, modifying or adding equipment to the Tank during the Term, LICENSEE shall supply to LICENSOR a structural analysis report demonstrating that the Tank has sufficient structural capacity to support the proposed upgrade, modification, or addition to LICENSEE's equipment on the Tank. All as-builts stamped and signed by the engineer shall be sent to LICENSOR by the LICENSEE following construction. LICENSEE reserves the right to add, remove, repair, modify, upgrade, or replace the Equipment within the Tank Space with similar and comparable equipment, without increase in the License Fee. With the written consent of the LICENSOR, LICENSEE may add, modify, upgrade or replace with Equipment not listed in any exhibit within the Tank Space. Consent shall not be unreasonably withheld, conditioned or delayed. Each relocation or replacement of the Equipment on the Tank that is not the same make or model shall be completed through an amendment to this Agreement or letter of understanding, and the payment of all applicable fees by LICENSEE, which shall be due within sixty (60) days after LICENSEE's receipt of an invoice and supporting documentation. All reasonable costs incurred by LICENSEE associated with such decommissioning, relocation, or replacement, including but not limited to structural/mount analyses and pre-construction/post-construction costs, shall be paid by LICENSEE. All decommissioning and installation of the Equipment on the Tank shall be overseen by a firm approved by LICENSOR and all reasonable, actual documented fees for such services shall be paid by LICENSEE. Notwithstanding anything to the contrary in this Agreement, LICENSEE is not required to obtain LICENSOR's written consent to replace, repair, add to or otherwise modify Equipment located in the Ground Space unless LICENSEE increases the Ground Space.

d. LICENSOR also hereby grants to LICENSEE the non-exclusive right to use the Property and Premises to conduct legal surveys after reasonable notice is provided to LICENSOR, and the legal description of the Property and Premises on the survey obtained by LICENSEE shall then become **Exhibit D**, which shall be attached hereto and made a part hereof, and shall control in the event of any boundary and access discrepancies. Costs for such work shall be paid by LICENSEE.

2. **TERM.** This Agreement shall be effective as of the date of execution by both Parties. The initial term of the Agreement shall be for five (5) years beginning on July 1, 2024 (the "Commencement Date"), at which time the License Fee (as defined below) payments shall commence.

3. EXTENSIONS. This Agreement shall automatically be extended for one (1) additional five (5) year term as shown on the Schedule of Annual License Fee Payments attached hereto as **Exhibit E** without further action on the part of LICENSOR or LICENSEE, unless LICENSEE terminates this Agreement effective at the end of the initial term by giving LICENSOR not less than three (3) months written notice prior to the end of the initial term. If LICENSEE terminates pursuant to the immediately preceding right, LICENSEE will remain obligated to pay all rent owed for the remainder of the initial term within ninety (90) days of termination. The initial term and extension term shall be collectively referred to herein as the “Term.”

4. LICENSE FEE; ELECTRICAL.

a. The schedule of LICENSEE’s annual license fee payments which are due hereunder is set forth on **Exhibit E** attached hereto and incorporated herein (“License Fee”). LICENSEE shall pay the annual License Fee payments for the three (3) initial years of the Term of this Agreement in a single lump sum payment (the “Initial Payment”) within ninety (90) days following the Effective Date. Thereafter for the remainder of the Initial Term, the License Fee payments set forth in **Exhibit E** shall be paid in advance and due by each due date set forth in **Exhibit E**. The License Fee is exclusive of charges for the furnishing of any utilities for the Equipment such as, but not limited to, electricity, gas, water, sewer, or telephone, which are the responsibility of LICENSEE.

b. LICENSOR hereby agrees to provide LICENSEE (i) a complete and fully executed Internal Revenue Service Form W-9; (ii) complete and fully executed state and local withholding forms if required; (iii) LICENSEE’s payment direction form, and (iv) and any other documentation to verify LICENSOR’s or such other party’s right to receive fees as is reasonably requested by LICENSEE.

c. LICENSEE shall, at all times during the Term, be responsible for obtaining any electrical service and telephone service required by LICENSEE for the Equipment. LICENSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LICENSEE at the Premises for the Equipment and LICENSEE shall pay the utility company directly.

d. LICENSEE may be permitted to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations. The LICENSOR shall first receive, for review, a plan illustrating the location of the proposed temporary power source and all related equipment and appurtenances. Approval for such installation, maintenance and/or access to and use of a temporary power source and all related equipment and appurtenances shall not be unreasonably withheld by LICENSOR. LICENSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises. The foregoing plan review process as stated in this Section 4.d. shall not apply to any generator or temporary power source presently installed within the Premises pursuant to the Terminated Agreement.

5. TAXES. If LICENSOR is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "Tax") from LICENSEE with respect to the transactions contemplated by this Agreement, then LICENSOR shall bill such Tax to LICENSEE in the manner and for the amount required by law, LICENSEE shall promptly pay such billed amount of Tax to LICENSOR, and LICENSOR shall remit such Tax to the appropriate tax authorities as required by law; provided, however, that LICENSOR shall not bill to or otherwise attempt to collect from LICENSEE any Tax with respect to which LICENSEE has provided LICENSOR with an exemption certificate or other reasonable basis for relieving LICENSOR of its responsibility to collect such Tax from LICENSEE. Except as provided in this Paragraph 29, LICENSOR shall bear the costs of all Taxes that are assessed against or are otherwise the legal responsibility of LICENSOR with respect to itself, its property, and the transactions contemplated by this Agreement. LICENSEE shall be responsible for all Taxes that are assessed against or are otherwise the legal responsibility of LICENSEE with respect to itself, its property, and the transactions contemplated by this Agreement.

6. TERMINATION OR RELOCATION BY LICENSOR.

a. If LICENSOR reasonably determines that there is a tangible, nonfrivolous, and articulable public need requiring permanent removal of all wireless communication equipment from the Tank, then LICENSOR shall terminate all leases, licenses, and similar agreements permitting such use (or similar uses), including this Agreement, at any time upon written notice provided by LICENSOR to LICENSEE pursuant to the requirements set forth in Section 17 of this Agreement and subject to the terms that follow. Such written notice shall set forth the nature of the public need which is requiring permanent removal of wireless communication equipment from the Tank and termination of this Agreement. The public need must be based solely on LICENSOR's good faith belief that there is a tangible, nonfrivolous, and articulable public need for discontinuing use of the Tank in connection with communication facilities. Upon receipt of the notice of termination, LICENSEE shall have a period of sixty (60) days within which to address or remedy the condition creating such a public need for termination. In the event LICENSEE is not able to reasonably cure the condition creating such a public need for termination within said 60-day period, then all leases, licenses, and similar agreements permitting installation of wireless communication equipment on the Tank, including this Agreement, shall terminate without further liability of the Parties, as of the date that is one hundred twenty days (120) days following LICENSEE's receipt of the notice of termination. Upon such a termination of this Agreement, LICENSEE shall remove all Equipment pursuant to the requirements set forth in Section 13 of this Agreement. LICENSOR shall reimburse to LICENSEE the pro-rated License Fee payments for the then current license year.

b. LICENSOR may elect to relocate LICENSEE's Equipment from the Tank Space to another mutually acceptable space (the "Substitute Licensed Area") on the Property, or to another location within a reasonable distance from the Premises and owned by LICENSOR, by giving LICENSEE at least one hundred twenty (120) days prior notice (the "Relocation Notice"). The Relocation Notice shall specify: (i) the date by which the relocation must occur, which shall be no sooner than one hundred twenty (120) days from the date of the Relocation Notice

("Relocation Date"); and (ii) the Substitute Licensed Area. On or before the Relocation Date, LICENSEE shall surrender the Tank Space in accordance with the provisions of Section 13 of this Agreement. In accomplishing such relocation, LICENSOR and LICENSEE shall reasonably cooperate with one another and consult with one another in good faith as to the timing of the relocation so as to allow LICENSEE six (6) months to obtain all Governmental Approvals (as defined in Section 8) that may be required in connection with LICENSEE's use of the Substitute Licensed Area and so as to eliminate, insofar as reasonably possible, the effects of the necessary disturbance or disruption of LICENSEE's operations at the Tank Space. In furtherance of the foregoing, at its sole cost and expense, LICENSOR shall (i) with LICENSEE's cooperation, cause the Substitute Licensed Area to be operational and functional to at least the same standard as the Tank Space before the Relocation Notice; (ii) perform or cause to be performed any work in the Substitute Licensed Area to make it comparable to the Tank Space, which work shall be completed before the Relocation Date; and (iii) reimburse LICENSEE for any and all reasonable moving expenses or any other direct costs incurred by LICENSEE by reason of such relocation. On or before the Relocation Date, the Parties shall enter into an amendment to this Agreement for purposes of documenting the location of the Substitute License Area and any other terms and conditions agreed to by the Parties in connection therewith.

c. Upon request of LICENSOR, LICENSEE agrees to relocate its Equipment on a temporary basis to another location on the Property (the "Temporary Relocation") for the purpose of LICENSOR performing maintenance, repair, or similar work at the Property, or on the Tank, provided: (i) the Temporary Relocation is similar to LICENSEE's existing location in size; (ii) LICENSOR gives LICENSEE at least one hundred twenty (120) days written notice prior to requiring LICENSEE to the Temporary Relocation; and (iii) in the event the proposed location is not compatible for LICENSEE's use, in LICENSEE's reasonable determination, LICENSEE shall be permitted to propose an alternative location and installation method (for example, cell on wheels) during the term of such Temporary Relocation to LICENSOR, which shall not deny such a proposal unless there are significant operational or safety concerns associated with doing so. In determining the feasibility of relocating LICENSEE's equipment, LICENSOR shall also consider whether there is another structure on the Property that can accommodate the type and quantity of LICENSEE's equipment. If Equipment is relocated, LICENSOR shall allow LICENSEE to inspect the Temporary Relocation space and perform any due diligence that LICENSEE deems reasonably necessary, including radio frequency engineering testing and a structural analysis. LICENSEE will be responsible for obtaining any applicable permits, as necessary, for installation and operation of its Equipment at the Temporary Relocation space.

7. DAMAGE OR DESTRUCTION OF THE TANK. If the Tank is destroyed in whole or in part by fire, storm, or other causes to the extent that LICENSEE's Equipment cannot function, then LICENSEE, in its sole discretion, may elect to terminate its licenses and obligations under this Agreement by giving written notice thereof to LICENSOR within forty-five (45) days of the date said destruction (in whole or in part) occurred. The License Fee payments required under this Agreement shall terminate as of the date of such destruction and only the pro-rated License Fee monthly payment from the first day of the month to the date of destruction shall be due. If LICENSEE does not to terminate this Agreement, the License Fee shall abate until

LICENSEE's use is restored. LICENSOR shall not be responsible or liable to LICENSEE for any loss, damage, or expense that may be occasioned by, or in connection with, any acts or omissions of other licensees occupying the Tank, or for any structural or power failure or by the destruction of or damage to the Tank.

8. GOVERNMENTAL APPROVALS. LICENSEE's license to use the Premises shall be contingent upon obtaining all of the certificates, permits, and other approvals (collectively the "Governmental Approvals") that may be required by any federal, state, or local governmental authority, including the Federal Aviation Administration (FAA) and the Federal Communications Commission (FCC), including soil boring tests and structural analyses which will permit LICENSEE's use of the Premises as set forth above. LICENSOR shall cooperate with LICENSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LICENSEE. LICENSEE shall have the right to terminate this Agreement if: (i) any applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by any governmental authority; (iii) LICENSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LICENSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LICENSEE determines that the Premises is no longer technically or structurally compatible for its use; or (vi) LICENSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary. Notice of LICENSEE's exercise of its right to terminate shall be given to LICENSOR in writing in accordance with Section 17 of this Agreement. All License Fee payments paid prior to said termination shall be retained by LICENSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties, and indemnities made by each Party to the other hereunder. Otherwise, LICENSEE shall have no further obligations to pay the License Fee to LICENSOR after the effective date of the notice to terminate under this Section. LICENSEE shall remove all of its Equipment located on the Premises and shall pay all reasonable, actual, documented costs associated with hourly oversight by LICENSOR's engineer of choice and also for preconstruction meeting, post-construction reports, construction observation, and repairs to the Tank generated by LICENSOR's engineer(s) of choice.

9. LIABILITY AND INDEMNITY. To the maximum extent allowed by law, LICENSEE shall indemnify and hold LICENSOR harmless against any and all losses, costs, liabilities, damages, judgments, and expenses (including attorneys' fees), in connection with claims resulting from bodily injury or death of any person or from damage to any property sustained by any person, including LICENSEE, caused by or arising from, any negligence or willful misconduct by LICENSEE or LICENSEE's employees, contractors, or agents. LICENSEE assumes the risk of the inability to operate its Equipment as a result of any power failure at the Premises or any failure of LICENSEE or LICENSEE's Equipment. LICENSOR shall deliver the Premises to LICENSEE in a condition ready for LICENSEE's use and clean and free of debris. After thirty (30) days from the Commencement Date, LICENSEE accepts the condition of the Premises in an "as is" condition, specifically including that portion on which LICENSEE places its Equipment, and waives any notice, rights, or damages arising out of the condition of the

Premises or any improvements thereon, including defects or dangerous conditions, whether apparent or hidden, except as otherwise set forth herein. Nothing in this Agreement shall require LICENSEE to indemnify or hold harmless LICENSOR against claims or liability for damages arising out of bodily injury to persons, damage to property, or otherwise, if caused by or resulting from the negligence or willful misconduct, in whole or in part, of LICENSOR. LICENSEE shall not be responsible for any environmental conditions, contamination, or other damages or expenses arising before, during, or after the Term of this Agreement, except to the extent such environmental conditions, contamination, or other damages or expenses occur during or after the Term of this Agreement and result from LICENSEE's Equipment or the activities of LICENSEE or those acting for or on behalf of LICENSEE.

Each party hereby releases and forever discharges the other party, its officers, agents and employees, from any and all claims, demands, expenses, costs and liabilities of any kind or nature directly or indirectly related to any personal injury and/or property damage arising under the terms of this Agreement, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other party, or its agents, contractors, representatives or employees.

10. INSURANCE.

a. LICENSEE shall keep in full force and effect at its own cost during the Term the following:

- i. Comprehensive General Liability insurance, including blanket contractual and completed operations coverage, with limits of liability of at least \$2,000,000.00 per occurrence and \$4,000,000.00 in the annual aggregate for bodily injury, including death, and damage to property.
- ii. Commercial Auto Liability insurance on all owned, non-owned, and hired automobiles with a combined single limit of at least \$1,000,000.00 per accident and \$2,000,000.00 in the annual aggregate for bodily injury, including death, and damage to property.
- iii. Workers Compensation insurance providing the statutory benefits and Employers Liability with a limit of at least \$1,000.00 for each accident/disease/policy limit.

b. The Commercial General Liability and Commercial Automobile Liability insurance policies shall include LICENSOR as an additional insured, but only with respect to liability arising out of LICENSEE's operations and stating that the coverage is primary to any other coverage LICENSOR may possess. LICENSEE shall, prior to the installation of the Equipment, furnish to LICENSOR a certificate of insurance confirming that the insurance coverage as specified herein is in full force and effect.

c. Notwithstanding the foregoing insurance requirements, the insolvency, bankruptcy, or failure of any insurance company carrying insurance for LICENSEE, or the failure of any such insurance company to pay claims accruing, shall not be held to waive any of the provisions of this Agreement or relieve LICENSEE from any obligations under this Agreement.

11. COMPLIANCE.

a. LICENSOR covenants that it will keep the Tank in good repair as required by all laws and regulations. LICENSOR shall also comply with all rules and regulations enforced by the FAA and FCC with regard to the lighting, marking, and painting of the Tank. LICENSEE shall operate its communications Equipment in compliance with all present and future rules and regulations imposed by any federal, state, or local governmental authority, including the FAA and FCC. No materials may be used in the installation of LICENSEE's Equipment that will cause corrosion or rust or deterioration of the Tank structure or its appurtenances.

b. All LICENSEE's antenna(s) on the Tank and transmissions lines shall be clearly marked to show LICENSEE's name, address, telephone number, and the name of the person to contact in case of emergency. All transmission lines are to be tagged at the conduit opening where it enters any user's Equipment space.

c. LICENSEE will maintain LICENSEE's Equipment within the Premises in good condition, reasonable wear and tear and casualty damage excepted.

12. INTERFERENCE. LICENSEE shall install Equipment using an installation procedure that does not require the draining of the Tank and will not cause harmful interference with any Equipment of LICENSOR or other licensees of the Property. In the event any of LICENSEE's Equipment causes such interference, and after LICENSOR has notified LICENSEE in writing of such interference, LICENSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LICENSEE's option, powering down such Equipment and later powering up such Equipment for intermittent testing. LICENSEE shall be permitted to install only such Equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing Equipment of LICENSEE. LICENSOR agrees that LICENSOR and other occupants of the Property will not cause harmful interference that is measurable in accordance with industry standards to the then existing equipment of LICENSEE. If such interference occurs and continues for a period in excess of 48 hours following notice to LICENSOR via telephone (336-883-3111), LICENSOR (or the interfering party) shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Section and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

13. REMOVAL. Within ninety (90) days of expiration or earlier termination of this Agreement or relocation to a Substitute Licensed Area, LICENSEE shall remove all of LICENSEE's Equipment, including all buildings, antennas, conduits, fixtures, and all personal

property, and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LICENSEE shall contract with a firm chosen by LICENSOR to observe such removal, perform a post-construction report, and repair any damage incurred by removal. A preconstruction meeting will be held with LICENSOR's representatives and the firm chosen by the LICENSOR prior to any such removal. LICENSOR agrees and acknowledges that all of LICENSEE's Equipment shall remain the personal property of LICENSEE and LICENSEE shall have the right to remove the same at any time during the term, whether or not said items are considered fixtures and attachments to real property under applicable laws. Any and all removal of LICENSEE's Equipment shall be performed in a workmanlike manner by a contractor licensed in North Carolina without any interference, damage, or destruction to any other Equipment structures or operations at the Premises or any other Equipment of other licensees thereon. If LICENSEE fails to make such repairs at LICENSEE's sole cost and expense within thirty (30) days after the occurrence of such damage, injury, or interference, LICENSOR may perform all the necessary repairs at LICENSEE's cost and expense and such sum shall be due to LICENSOR from LICENSEE within sixty (60) days after LICENSEE's receipt of an invoice and supporting documentation as an additional fee hereunder. If such time for removal causes LICENSEE to remain on the Premises after termination of this Agreement, LICENSEE shall pay the License Fee at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of all of LICENSEE's Equipment is completed.

14. HOLDOVER. LICENSEE has no right to use the Premises or any part thereof beyond the expiration of that removal period set forth in Section 13 herein, unless the Parties are negotiating a new license or license extension in good faith. In the event that the Parties are not in the process of negotiating a new license or license extension in good faith, and LICENSEE holds over in violation of this Agreement, the License Fee then in effect payable from and after the time of the expiration or earlier removal period set forth in Exhibit E shall be equal to the License Fee applicable during the month immediately preceding such expiration or earlier termination.

15. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of North Carolina. Matters requiring court adjudication will be heard in the federal or state courts with jurisdiction over Guilford County.

16. ASSIGNMENT. This Agreement or any rights herein may not be sold, assigned, transferred, or otherwise encumbered by LICENSEE without the prior written approval or consent of LICENSOR in its sole discretion. Notwithstanding the foregoing, without the written consent of LICENSOR, LICENSEE may sell, assign, or transfer this Agreement to (i) LICENSEE's principal, affiliates, subsidiaries of its principal; (ii) any entity in which LICENSEE directly or indirectly holds an equity or similar interest; (iii) any entity which directly or indirectly holds an equity or similar interest in LICENSEE; (iv) any entity directly or indirectly under common control with LICENSEE; or (v) to any entity which acquires all or substantially all of LICENSEE's assets by reason of a merger, acquisition, or other business reorganization, provided that the entity to which LICENSEE is seeking sale, assignment or transfer is registered to do

business in the State of North Carolina. As a condition to such assignment, however, such person or entity must agree in writing in a document to assume all of LICENSEE's obligations under this Agreement. No change of stock ownership, partnership interest or control of LICENSEE, or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder.

17. NOTICES. All notices required to be given hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by a nationally recognized commercial courier, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LICENSOR: City of High Point
Public Services Department
P.O. Box 230
211 South Hamilton Street,
High Point, NC 27260

LICENSEE: Alltel Communications of North Carolina Limited Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal to accept delivery as shown on the receipt obtained pursuant to the foregoing.

18. DEFAULT. In the event there is a default or breach by LICENSEE with respect to any of the provisions or obligations of this Agreement, including the obligation for LICENSEE to pay the License Fee payments, LICENSOR shall give LICENSEE written notice of such breach or default in accordance with Section 17 of this Agreement. After receipt of such written notice, LICENSEE shall have thirty (30) days in which to cure any monetary breach or default and thirty (30) days in which to cure any non-monetary breach or default, provided LICENSEE shall have such extended period of time as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonable requires more than thirty (30) days and LICENSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.

In the event LICENSEE fails to cure prior to the time allotted for completion hereunder, without limiting LICENSOR's exercise of any right or remedy which LICENSOR may have by reason of such breach or default, LICENSOR may revoke all licenses granted in this Agreement, terminate this Agreement, and/or pursue any remedy now or hereafter available to LICENSOR under North Carolina law. Further, LICENSOR may at its option (but without obligation to do so), perform LICENSEE's duty or obligation to cure if the time allotted for completion has passed. The reasonable, actual documented costs and expenses of any such performance by LICENSOR shall be due and payable by LICENSEE upon receipt of an itemized invoice within thirty (30) days

of receipt of the itemized invoice. This Agreement shall not be terminated, and no costs or expenses shall be due by LICENSEE, due to any breach or default that is not properly noticed, non-material in nature, or cured within the time allotted for under this Agreement.

In the event there is a default or breach by LICENSOR with respect to any of the provisions or obligations of this Agreement, LICENSEE shall give LICENSOR written notice of such breach or default in accordance with Section 17 of this Agreement. After receipt of such written notice, LICENSOR shall have thirty (30) days in which to cure any breach or default, provided LICENSOR shall have such extended period of time as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LICENSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.

In the event LICENSOR fails to cure prior to the time allotted for completion hereunder, without limiting LICENSEE's exercise of any right or remedy which LICENSEE may have by reason of such breach or default, LICENSEE may terminate this Agreement, and/or pursue any remedy now or hereafter available to LICENSEE under North Carolina law. Further, LICENSEE may at its option (but without obligation to do so), perform LICENSOR's duty or obligation to cure if the time allotted for completion has passed. The reasonable, actual documented costs and expenses of any such performance by LICENSEE shall be due and payable by LICENSOR upon receipt of an itemized invoice within thirty (30) days of receipt of the itemized invoice. This Agreement shall not be terminated, and no costs or expenses shall be due by LICENSOR, due to any breach or default that is not properly noticed, non-material in nature, or cured within the time allotted for under this Agreement.

19. BINDING ON SUCCESSORS. The covenants and conditions contained herein shall run with the land and apply to and bind the heirs, successors, administrators, personal representatives, and assigns of the Parties.

20. INTEGRATION. LICENSOR and LICENSEE agree that this Agreement replaces that certain Agreement dated July 1, 2000, between LICENSOR and LICENSEE's predecessor in interest, GTE MOBILNET OF NORTH CAROLINA INCORPORATED, as amended six (6) times with the most recent amendment dated July 15, 2015, between LICENSOR and LICENSEE ("Terminated Agreement"). It is agreed and understood that this Agreement contains all of the agreements, promises, representations, obligations, and understanding between LICENSOR and LICENSEE with respect to LICENSEE's use of the Premises and Right(s) of Way and that no verbal or oral agreements, promises, representations, obligations, or understandings of the Parties shall be binding upon either LICENSOR or LICENSEE in any dispute, controversy, or proceeding at law, and any addition, variation, or modification of this Agreement shall be void and ineffective unless made in writing and signed by the Parties.

21. HEADINGS. The headings of sections and subsections are for convenient reference only and shall not be deemed to be part of this Agreement or to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

22. SEVERABILITY. If any section, subsection, term, or provision of this Agreement shall, to any extent, be determined invalid or unenforceable by a court of competent jurisdiction, the remainder of said section, subsection, term, or provision of this Agreement shall not be affected thereby and each remaining section, subsection, term, or provision of this Agreement shall be valid or enforceable to the fullest extent permitted by law. LICENSEE shall in no case seek recovery of License Fee payments made up to and including any such determination of invalidity or unenforceability because LICENSEE shall have received the benefit of installation and use of the Equipment on LICENSOR's Tank.

23. CERTIFICATIONS.

a. LICENSEE certifies that, to the best of its knowledge, it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Agreement, it will continue to comply with these requirements. LICENSEE also certifies that it will require all of its subcontractors that perform any work pursuant to this Agreement to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this requirement shall be deemed a material breach or default of this Agreement.

b. As of the date of this Agreement, LICENSEE certifies that it is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. General Statute § 147-86.58 *et seq.* or on the Final Divestment and Do-Not-Contract List – Restricted Companies Boycotting Israel created by the State Treasurer pursuant to N.C. General Statute § 147-86.81. LICENSEE further certifies that LICENSEE will not utilize any subcontractor found on such lists.

c. As of the date of this Agreement, LICENSEE certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58 and that the LICENSEE will not utilize any subcontractor found on the State Treasurer's Final Divestment List. All individuals signing this Agreement on behalf of the LICENSEE certify that they are authorized by the LICENSEE to make this certification.

d. All individuals signing this Agreement on behalf of LICENSEE certify that they are authorized by LICENSEE to make all of the certifications in this Section.

24. RECORDING. LICENSEE shall draft and execute a Memorandum of this Agreement which LICENSEE shall record with the Guilford County Register of Deeds. The date set forth in the Memorandum of License is for recording purposes only and bears no reference to commencement of either the Term or License Fee payments.

25. RIGHTS UPON SALE. Should LICENSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LICENSEE's rights hereunder. In the event that LICENSOR completes any such sale, transfer, or grant described in this paragraph without

executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LICENSOR under this Agreement, then LICENSOR shall not be released from its obligations to LICENSEE under this Agreement, and LICENSEE shall have the right to look to LICENSOR and the third party for the full performance of the Agreement.

26. LICENSOR'S TITLE. LICENSOR covenants that LICENSEE, on paying the License Fee and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LICENSOR represents and warrants to LICENSEE as of the Effective Date and covenants during the Term that LICENSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easements, restrictions or other impediments of title that will adversely affect LICENSEE's use of the Premises.

27. PRIOR TERMINATED AGREEMENT. The Parties agree that this Agreement replaces that certain License Agreement, as amended, between LICENSOR and Alltel Communications Of North Carolina Limited Partnership d/b/a Verizon Wireless (as successor in interest to GTE Mobilnet of North Carolina Incorporated) dated July 1, 2000 which is referenced by LICENSEE as Contract # NG26673 (collectively, as amended, the "Terminated Agreement"). LICENSOR and LICENSEE acknowledge that notwithstanding the termination of the Terminated Agreement and the commencement of this Agreement, LICENSEE may continue to make, and the LICENSOR may continue to receive, rental and other payments pursuant to the Terminated Agreement. In such event, any rental or other payments made pursuant to the Terminated Agreement after its termination shall be applied and credited against any rentals or other payments due under this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement is entered into by the Parties as of the Effective Date.

LICENSOR:
CITY OF HIGH POINT

By: _____
Name: _____
Its: _____
Date: _____

LICENSEE:
ALLTEL CORPORATION
d/b/a Verizon Wireless

Signed by:

By: _____
Name: Eric Mann
Its: Director, Network Field Engineering
Date: Jun 5, 2025

EXHIBIT A

Property Description

That real property owned by the City of High Point at the intersection of Howard Place and Guilford Avenue in High Point, North Carolina for a municipal water tank and being shown as PIN # 's 7801118005, 7801117088 and 7801117161 on the tax map of Guilford County, North Carolina, and being further described in Deed Book 1110 at page 334 and Deed Book 1336 at page 290 and being lots 46, 47 and 48 of North Park Subdivision recorded in Plat Book 3 at page 79 in the Guilford County Public Registry.

EXHIBIT B

Communications Equipment Description

- 12 Antennas
- 6 Remote Radio Units
- 2 OVP Boxes / Surge Protection Devices
- 14 Lines of Coax and/or Fiber up to 1-5/8" diameter

EXHIBIT C

Premises and Right(s) of Way Description

Being a portion of that real property owned by the City of High Point at the intersection of Howard Place and Guilford Avenue in High Point, North Carolina for a municipal water tank and being shown as PIN # 's 7801118005, 7801117088 and 7801117161 on the tax map of Guilford County, North Carolina, and being further described in Deed Book 1110 at page 334 and Deed Book 1336 at page 290 and being lots 46, 47 and 48 of North Park Subdivision recorded in Plat Book 3 at page 79 in the Guilford County Public Registry.

Licensee Licensed Space

COMMENCE at an iron pipe found on the northerly margin of Guilford Avenue 150 feet northeast of Howard Place and being the southeast corner of Lot 43 of North Park Subdivision recorded in Plat Book 3 at page 79 in the aforesaid public registry, said iron pipe having North Carolina State Plane Coordinates on the North American Datum of 1983 (2007) of North 810,966.31 feet and East 1,701,951.75 feet; thence N46°40'51"W 162.43 feet (grid distance = 162.42 feet, combined grid factor = 0.999952) to a computed point marking the southwesterly corner of the Licensee Licensed Space, the **POINT OF BEGINNING**, said point having North Carolina State Plane Coordinates on the North American Datum of 1983 (2007) of North 811,077.74 feet and East 1,701,833.58 feet, said point also being located S88°18'50"E 43.85 feet from the center of the City of High Point municipal water tank; thence N34°39'53"W 24.58 feet to a calculated point; thence S55°20'07"W 0.71 feet to a calculated point; thence N67°40'24"W 17.80 feet to a calculated point; thence N22°19'36"E 3.00 feet to a calculated point; thence S67°40'24"E 14.49 feet to a calculated point; thence N34°39'53"W 7.01 feet to a calculated point; thence N55°20'07"E 17.50 feet to a calculated point; thence S34°39'53"E 36.00 feet; thence S55°20'07"W 17.50 feet to the **POINT OF BEGINNING** and containing 680 square feet as shown on a survey prepared by Edward L. Killough, NCPLS L-1519 dated December 13, 2010.

Ingress/Egress & Utility Easement

Non-exclusive right for ingress, egress, and the placement of utilities as reasonably designated by the Licensee to provide access and utility services sufficient to operate the Licensee's improvements.

EXHIBIT D

Survey

(Attached)

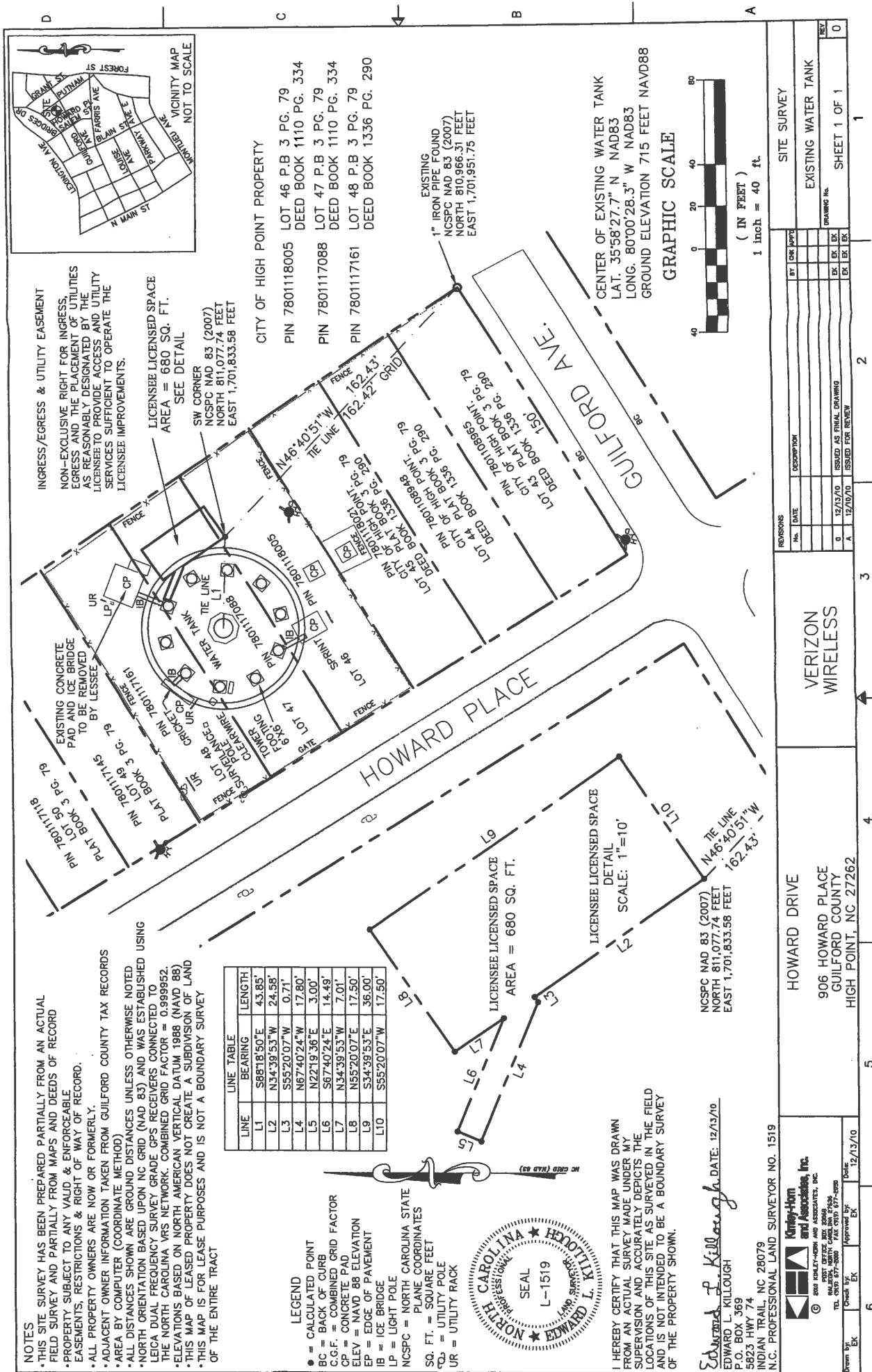


EXHIBIT E**Schedule of Annual License Fee Payments**

<u>Lease Year</u>	<u>Start Date</u>	<u>End Date</u>	<u>Annual License Fee Payment</u>
1*	7/1/2024	6/30/2025	\$2,993.43*
2**	7/1/2025	6/30/2026	\$37,510.68**
3**	7/1/2026	6/30/2027	\$37,510.68**
4	7/1/2027	6/30/2028	\$37,510.68
5	7/1/2028	6/30/2029	\$37,510.68
6	7/1/2029	6/30/2030	\$41,261.75
7	7/1/2030	6/30/2031	\$41,261.75
8	7/1/2031	6/30/2032	\$41,261.75
9	7/1/2032	6/30/2033	\$41,261.75
10	7/1/2033	6/30/2034	\$41,261.75

* The Parties acknowledge and agree that, pursuant to the Terminated Agreement, Licensee paid to Licensor an annual license fee payment of \$34,517.25 for the period of July 1, 2024 to June 30, 2025 and said payment shall be credited against the \$37,510.68 Annual License Fee Payment for Lease Year 1. **Accordingly, the outstanding amount owed for Lease Year 1 is \$2,993.43.**

** Pursuant to Paragraph 4(a) of this Agreement, LICENSEE shall pay the annual License Fee payments for the three (3) initial years of the Term of this Agreement in a single lump sum payment (the "Initial Payment") within ninety (90) days following the Effective Date.

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Contract with Liberty Siteworks and Septic, Inc.

FROM:
Robby Stone
Public Services Director

MEETING DATE:
September 18, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
June 18, 2025

ATTACHMENTS:

1. Map
 2. Proposal
 3. Bid Recommendation Form
-

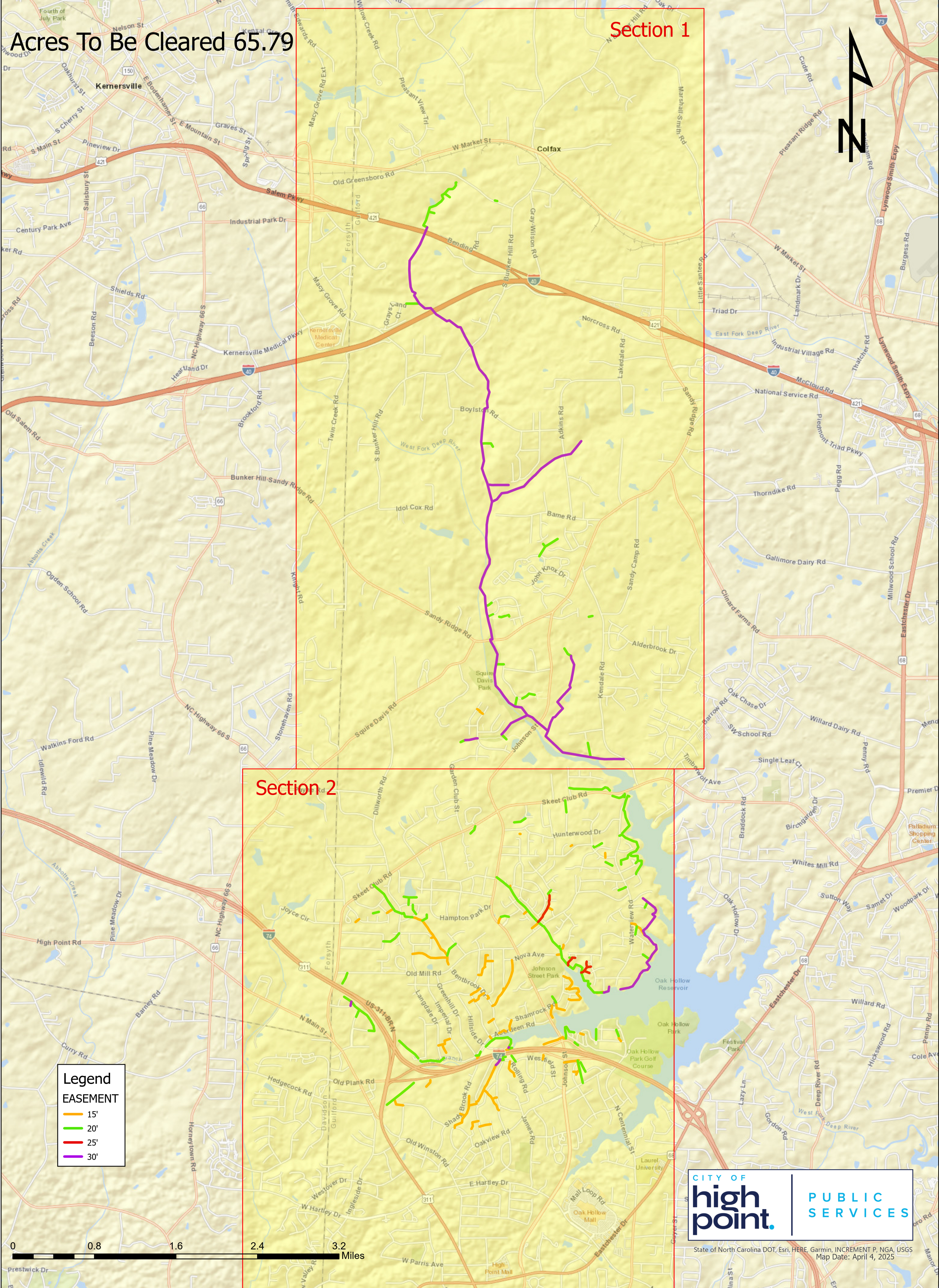
PURPOSE: To hire a contractor to assist with the annual mowing of the water and sewer outfall easements.

BACKGROUND: The Water and Sewer Mains Division is required by permit to mow a portion of the water and sewer outfall easements. Request for Proposals were opened August 8, 2025, and Liberty Siteworks and Septic, Inc. was selected as the service provider for the mowing of 65.79 acres of outfall easements at a cost of \$118,422.00.

BUDGET IMPACT: Funds are available in the FY 2025-2026 Budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a contract with Liberty Siteworks and Septic, Inc. for mowing of water and sewer outfall easements in the amount of \$118,422 and authorize the appropriate City Official(s) to execute all necessary documents.

Outfall Clearing Proposal Overview



Liberty Siteworks & Septic Inc.
PO BOX 1108 Liberty, NC 27298 (336) 908-5584 LibertySiteworks@gmail.com

Attention
City of High Point
RFP 02-080625
Attn: Purchasing Division Greg Parret Buyer 816 East Green Drive
High Point, NC 27261

From
Liberty Siteworks & Septic Inc.
173 S Martin Street Liberty, NC 27298
www.LibertySiteworksInc.com
LibertySiteworks@gmail.com
(336) 908-5584



RAVITM 11-08-05 11:17 AM 11-08-05 11:17 AM 11-08-05 11:17 AM 11-08-05 11:17 AM

July 29, 2025

To whom this may concern,

I, Ashley Cumbow, would like to first thank you all for the opportunity to allow my company to submit a bid on the city's water and sewer right of way maintenance. Next I would like to introduce my company Liberty Siteworks & Septic Inc. As the sole owner, making my company 100% female owned in a male predominant industry I am very fortunate with a great team of employees that allow the company to take on new clients. We currently have our employees split into crews that effectively and efficiently execute projects of all sizes. Each crew member is placed under a foreman that has years of experience to guide his crew.

Here at Liberty Siteworks & Septic Inc. we offer a wide range of services that cover any needs you may have pertaining to land. Unlike most companies in this industry we do not rely on sub contractors as we are staffed and equipped to handle all work in house. From land clearing, development, excavation, hauling, asphalt/concrete, utility/septics, and maintenance we handle it from start to finish.

I would now like to introduce you to our team. I will now provide you with a detailed description for the foremans and project managers explaining their background in the industry.

Hunter Byrd who will be the point of contact for this project bid is our operations manager. He oversees all aspects of the business to make sure things flow smoothly. Hunter has been around construction his entire life and has been a superintendent in this industry since 2017. Along with his experience in the industry he also was a volunteer officer at a local fire department. There he obtained several courses including OSHA Safety, National Incident Management (NIMS), Traffic Incident Management (TIMS), Emergency Medical Responder, Hazmat Technician, and several other fire/rescue leadership courses. With that being said not all of these pertain to everyday needs in the business, but in the event of an emergency he can execute our company's safety guidelines and procedures.

Eduardo J. leads our concrete/division with 35+ years of experience on the job. From residential, commercial, DOT, and municipality flatwork Eduardo handles it all. His many years of experience includes 15+ years as a project manager keeping up with his experienced crew and equipment.

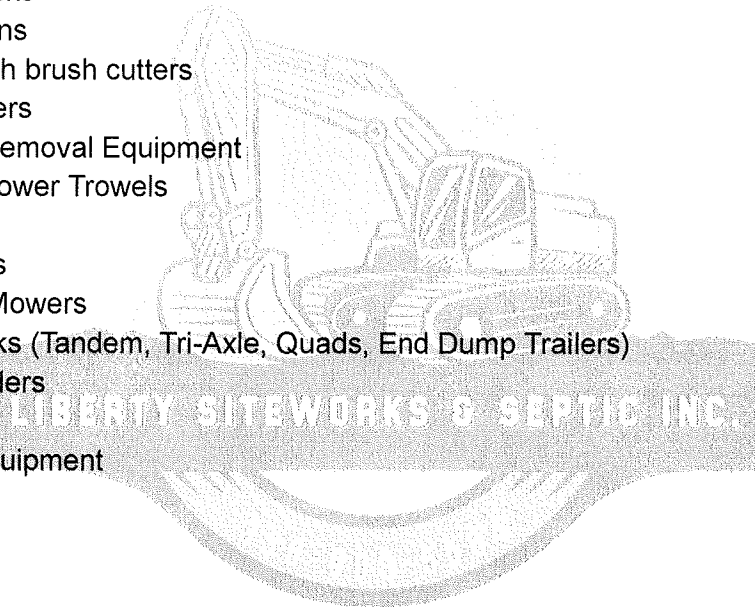
Derrick A. leads our utility/septic division with 25+ years of water and sewer installation and repairs. He also has 10+ years of experience in septic system installation and repairs. Derrick ensures that all crew members follow OSHA Trench Safety rules along with project blueprints.

Corey B. leads our grading and hauling division of the company with 8+ years as a grading superintendent that also had his Class A CDL. Day in and day out he makes sure that dump trucks and equipment are sent to the correct jobsites. This side of the business is one of the most important as they have to coordinate with the other divisions when material or equipment are needed.

Lastly Logan N. is over our right of way and waterway work. Logan makes sure that crews are sent to the right areas and work is being completed in a timely manner. Logan also assists us in Snow/Removal operations and storm cleanup. Logan and his crew were selected to aid in some of the Hurricane Helene waterway cleanup efforts in western NC as well.

We are very fortunate with a fleet of equipment for the crews to use to execute anything that may come along. Most of our equipment is owned outright with very few pieces leased. Below is a list of equipment that we have some of which will be used on the right of way maintenance.

- Skidsteers
- Caterpillar 299D3 with Forestry Package
- Mini Excavators with Brush Cutters
- Mid Size Excavators (20,000-50,000 lb.)
- Caterpillar 336 Excavators (85,000 lb.)
- Dozers
- Motorgader
- Forklifts
- Boom Lifts
- Bucket Trucks
- Scraper Pans
- Tractors with brush cutters
- Hydroseeders
- Snow/Ice Removal Equipment
- Concrete Power Trowels
- Chainsaws
- Demo Saws
- Zero Turn Mowers
- Dump Trucks (Tandem, Tri-Axle, Quads, End Dump Trailers)
- Wheel Loaders
- Backhoes
- Forestry Equipment
- Rollers
- Pavers



Now that I have given an explanation of our staffing and equipment capabilities this should help further show that we are fully staffed and equipped to handle the task. Reading through the requirements for the bid it was mentioned that all vegetation in the right of way 6" and under must be cut and removed along with any overhanging limbs that must be cut by saw up to 14' in elevation along the sides. We have 2 methods for this process. In most areas any limbs and trees that have to be cut within reasonable size we will use the forestry mulchers to shred the debris. For larger debris we will load them out in our dump trucks and haul off to the approved dump site. For the tree trimming we will go through with bucket trucks of the 4x4 boom lifts to get any overhanging limbs. Of course our operators will execute all safety precautions such as safety vest, hard hats, harnesses, gloves, eye protection, and ear protection. For anyone running chainsaws they are supplied with chainsaw chaps. We understand that the bid specifies that any downed trees in 6" or greater can be cut and pushed to the side in most areas excluding wetland areas and streams. Most of our equipment is either 4x4 with flotation tires and the tracked equipment is Low Ground Pressure track systems. We

Liberty Siteworks & Septic Inc.

PO BOX 1108 Liberty, NC 27298

(336) 908-5584

LibertySiteworks@gmail.com

also have logging mats that can be used in areas that we have to load out dump trucks to prevent damage to the grounds along the roadway and right of ways. From the looks of the right of ways the majority of the brush cutting will be able to be preformed by tractors with brush cutters and skidsteers with brushcutters. Our equipment is set up to cut approximately 1 acre per 8 hour day per machine in heavy vegetation areas and up to 4 acres per day per machine in thinner areas.

Thank you for your time and consideration of our bid in your bidding process. If any further information is needed feel free to contact us at 336-908-5584 or by email at LibertySiteworks@gmail.com

Ashley Cumbow (President)
Liberty Siteworks & Septic Inc.
www.libertysiteworksinc.com
LibertySiteworks@gmail.com



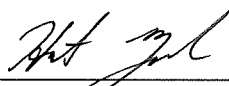
Bid Proposal Form
Water and Sewer ROW/Easement Mowing

Item No.	Item Description	Quantity	Unit	Unit Price	Extended Price
1	Mowing / Clearing / Bushhogging per specifications	65.79	Acre	\$1,800	\$118,422
2	Total Amount				\$118,422

Unit price must be all inclusive, including shipping/delivery/fuel charges. No extra fuel charges are to be billed.

No Sales Tax is to be included in bid prices. Any Sales Tax, applicable, will be added when payment is made.

The Statement of Bidder's Qualifications Form and Bidders Equipment List must be submitted as part of the bid package.

<u>Liberty Siteworks & Septic Inc.</u> Company Name	 Signature
<u>Liberty, NC 27298</u> City State	<u>7/27/25</u> Date
Zip	
<u>Liberty Siteworks@gmail.com</u> E-mail	<u>336-908-5384</u> Telephone

BID RECOMMENDATION

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPEN:

DESCRIPTION:

Water and Sewer Outfall Easement Mowing Contract

PURPOSE:

To hire a contractor to assist with annual mowing of the water and sewer outfall easements.

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

RFP evaluation and selection process.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
621754	527101			\$118,422.00
TOTAL BUDGETED AMOUNT				\$118,422.00

DEPARTMENT HEAD: Digitally signed by Robby Stone
Date: 2025.09.08 14:23:53 -04'00' DATE:

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

PURCHASING
MANAGER: Digitally signed by Candy E Harmon
Date: 2025.09.09 17:11:33 -04'00' DATE:

Approved for Submission to
Council

FINANCIAL SERVICES DIRECTOR: Digitally signed by Bobby Fitzjohn
Date: 2025.09.10 15:07:14 -04'00' DATE:

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

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Sole Source Purchase from Veolia WTS Analytical Instruments, Inc.

FROM:
Robby Stone
Public Services Director

MEETING DATE:
September 18, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

- ATTACHMENTS:**
1. Quote
 2. Specifications Sheet
 3. Sole Source Letter
 4. Sole Source Justification Form
-

PURPOSE: To approve the purchase of a Total Organic Carbon (TOC) Analyzer for the Water Quality Lab.

BACKGROUND: The City of High Point Water Quality Lab performs laboratory analyses to ensure that our water, wastewater, and stormwater facilities are in compliance with state and federal regulations. The Water Quality Lab currently uses a TOC Analyzer for analyzing drinking water. The current TOC Analyzer is near the end of its service life. The Public Services Department intends to purchase a Sievers M5310 C TOC Analyzer as a sole source purchase. Veolia Water Technologies and Solutions is the sole source provider for membrane-based technology, which is responsible for the elimination of matrix interferences, and greater specificity and sensitivity in the measurement of TOC.

BUDGET IMPACT: Funds are available in the FY 2025-2026 Budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a sole source purchase from Veolia WTS Analytical Instruments, Inc. in the amount of \$43,690.60 for a TOC Analyzer with parts for the Water Quality Lab and authorize the appropriate City Official(s) to execute all necessary documents.



Veolia WTS Analytical Instruments, Inc
6060 Spine Road
Boulder, CO 80301, United States
T 1 (303) 444-2009

Quotation

CITY OF HIGH POINT	Date:	Monday, August 11, 2025
Elaine Shepherd	Quote Number :	UPW-00108143-23-4
High Point, NORTH CAROLINA	Payment Terms:	Net 30, Subject to Credit Approval
UNITED STATES	Delivery Terms:	Ex Works, Boulder, CO USA
Phone : 336-883-3413	Expiration Date:	Wednesday, October 1, 2025
	Currency:	USD
	Shipment:	30 Days

Page 1 of 4

	Product Number	Unit Price		Qty	Ext. Price
Group 1					
M5310 C Lab TOC Analyzer, ICR	PRD 77120-01	28,969.00	-10%	1	26,072.10
M5310 C Laboratory TOC Analyzer with integrated ICR for monitoring TOC in municipal drinking waters, ranging from raw surface waters to finished drinking waters. INSTRUMENT NOT DESIGNED OR INTENDED FOR PHARMACEUTICAL APPLICATIONS. Included with analyzer: 300mL acid container, 150mL oxidizer container, Accessory Kit, Quick Start Guide, 12-Month Factory Warranty, and integrated ICR: Inorganic Carbon Remover (ICR). Used for removing high levels of Inorganic Carbon, improving instrument performance in applications where there is a high ratio of IC/TOC.					
Sub-Total USD :					26,072.10
Group 2					
M-Series USB Autosampler	PRD 77001-01	15,432.00	-20.28%	1	12,303.00
M-Series USB Autosampler using 40 mL vials. Accommodates 63 sample vials via three 21-position metal vial racks, 6-position standards rack to hold Certified Reference Standards. AS Accessory Kit is included with the following contents: needle, needle tubing, probe guide, DataPro2 software, USB cables, and power cord.					
TOC Sample Vials, 40 mL 72/cs	HMI 90707-01	185.00	-10%	1	166.50
Pre-cleaned and tested to <100 ppb. 40 mL glass vials with Teflon-lined septa with dust cap, 72 per case. These are non-certified sample vials suitable for general process monitoring.					

Please refer to UPW-00108143-23 on your purchase order and email to Sievers.instruments.wts@veolia.com
Standard Terms and Conditions apply. Warranty valid in UNITED STATES only.

Veolia WTS Analytical Instruments, Inc.

Quotation

CITY OF HIGH POINT	Date:	Monday, August 11, 2025
Elaine Shepherd	Quote Number :	UPW-00108143-23-4
High Point, NORTH CAROLINA	Payment Terms:	Net 30, Subject to Credit Approval
UNITED STATES	Delivery Terms:	Ex Works, Boulder, CO USA
Phone : 336-883-3413	Expiration Date:	Wednesday, October 1, 2025
	Currency:	USD
	Shipment:	30 Days

Page 2 of 4

Product Number	Unit Price	Qty	Ext. Price
Sub-Total USD:			12,469.50

Group 3

1st Year Cert+ M-series Muni/Semi	SER 77011-01	5,149.00	1	5,149.00
--	---------------------	-----------------	----------	-----------------

1st Year Certified+ for M-series TOC Models for Municipal and Semiconductor installations. First-year peace of mind coverage includes: Instrument Start-up & initial instruction, AS/ICR Startup, upgrade to on-site manufacturer's warranty, warranty for AS/ICR accessories, 1 UV Lamp, 3 oxidizer cartridges, 1 acid cartridge, verification standards, and a 6-month PM service by a Certified Field Service Engineer with additional "tips and tricks" training. Nine months' consumables, warranty parts, application guidance, unlimited technical support, firmware updates, and labor and travel expenses are included during the first year. An on-site warranty upgrade ensures the analyzer is fixed during the manufacturer's warranty period. On-site warranty response is typically 5-7 days after diagnostic vetting through Tech Support. The vetting diagnostic activity includes sending of all exportable data files, standards/consumables verification, data analyses, and interaction between the technical end-user and Analytical Instruments technical resource. Any repairs may be billable if there is a lapse in Certified Plus coverage of more than 30 days.

Sub-Total USD: 5,149.00

Grand Total USD : 43,690.60

Important Information

Autosampler requires a Windows laptop or PC running Windows 11 not included by Veolia and must be supplied by customer.

Please send in your PO using the following legal entity:

Veolia WTS Analytical Instruments, Inc.
6060 Spine Rd
Boulder, CO 80301

Thomas Simpson, Sales Account Manager, , thomas.simpson@veolia.com

Please refer to UPW-00108143-23 on your purchase order and email to Sievers.instruments.wts@veolia.com
Standard Terms and Conditions apply. Warranty valid in UNITED STATES only.

Veolia WTS Analytical Instruments, Inc.



STANDARD TERMS & CONDITIONS FOR SALE & SERVICE OF INSTRUMENTS

These Terms and Conditions are an integral part of each agreement between a Veolia WTS Analytical Instruments company ("Seller") and its customer ("Purchaser") for the sale of instruments ("Instruments") and any related services ("Services"). Such agreement and these Terms and Conditions are collectively referred to as the "Agreement".

1. **Proposals & quotations.** For avoidance of doubt, Seller may refrain from accepting any purchase order until completion of Seller's due diligence process for a new customer. Moreover, if concerns are identified by Seller during this process, Seller reserves the right, in Seller's sole discretion, to refuse any associated purchase orders pending Seller's resolution of such concerns. Any proposals or price quotations may be modified or withdrawn by Seller at any time prior to acceptance by Purchaser. All prices quoted by Seller are F.O.B. point of origin unless otherwise indicated. Any Services performed by Seller beyond those set forth in its proposal will be charged at Seller's then standard rates, plus expenses.
2. **Warranties.** Seller warrants for a period of twelve months after shipment that Instruments manufactured by Seller will conform in all material respects to any descriptions or specifications included in the Agreement and will be free of defects in materials and workmanship. If the Instruments are installed by Seller, the warranty will be extended to twelve months after the installation date or thirteen months after shipment, whichever occurs earlier. Any performance warranties set forth elsewhere in the Agreement shall be limited to twelve months unless otherwise indicated. Components and materials of the type that need replacement periodically due to normal wear and tear such as valves, reaction chambers, catalysts, and parts whose contact with sample streams renders them unsuitable for further use are warranted against defects only as of the shipment date, unless expressly stated otherwise. Warranties do not apply to damage or wear resulting from accidents, negligence, abuse, or misuse by Purchaser or third parties; from failure to follow Seller's instructions for installation, operation or maintenance; or from alterations or repairs not performed in accordance with Seller's instructions. Seller warrants that any Services will be performed in a good and workmanlike manner. Purchaser shall promptly notify Seller of any warranty claim, and Purchaser's sole remedy shall be (at Seller's election) the repair or replacement of defective Instruments, the correction of deficient Services, or the refund of payments made for such Instruments or Services. If Seller, at its discretion, chooses to repair an Instrument subject to a warranty claim, seller may install or otherwise utilize parts or components that are either new, refurbished, remanufactured, or reconditioned in connection with that repair. Similarly, if Seller chooses to supply Purchaser with a replacement Instrument in response to a warranty claim, the replacement Instrument may contain either new, refurbished, remanufactured, or reconditioned parts or components. Purchaser shall not return Instruments to Seller without Seller's prior permission. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SELLER MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OTHER THAN AS EXPRESSLY STATED IN THIS AGREEMENT.
3. **Environmental Health and Safety.** Instruments must be installed to allow safe access and service by Veolia employees per applicable regulatory requirements. Emergency egress, surrounding hazards and ergonomics should be considered, please contact the Veolia Field Service Leader with questions prior to installation.
4. **Payment.** Seller's obligation to ship Instruments shall be subject to approval of all orders by Seller's credit department, and Seller may require full or partial payment in advance. All payment shall be made in full in lawful, free and unblocked U.S. Dollars. Payments not made within agreed upon terms will bear interest at the rate of 1.5 percent per month or, if lower, the maximum lawful rate. If Purchaser disputes any portion of an invoice, it shall notify Seller in writing with specificity and pay the undisputed portion within said 30-day period. Purchaser shall reimburse costs, including reasonable attorneys' fees, incurred by Seller to collect overdue amounts.
5. **Limitation of liability.** The aggregate liability of Seller and its affiliates and employees in connection with the Agreement and all Instruments and Services provided thereunder shall be limited to the amount actually paid by Purchaser to Seller for such Instruments or Services. Seller shall not be liable for any special, indirect, incidental, consequential, or punitive damages, including lost profits, loss of use, and claims by third parties.
6. **Export.** If Instruments are to be shipped to a point outside the U.S., Seller's obligation is subject to its ability to obtain, on acceptable terms, any applicable export licenses or permits.
7. **Inspection.** Purchaser or its designated representative shall be given a reasonable opportunity, upon request, to inspect Instruments, at Purchaser's cost, prior to their delivery to the carrier for shipment. Failure to make prompt inspection will be deemed a waiver of Purchaser's right of inspection.
8. **Taxes.** Purchaser shall pay all sales, use and excise taxes, customs duties, and similar taxes and governmental charges now or hereafter imposed on either party based on the sale, shipment or use of Instruments or the provision of Services.
9. **Shipping, title & risk of loss.** Purchaser is responsible for all shipping costs and insurance except as expressly agreed in writing. Purchaser shall give Seller complete shipping instructions, in the absence of which Seller shall be entitled to select the carrier. Title and risk of loss shall pass to



Purchaser upon delivery of Instruments to the carrier for shipment, although Purchaser grants Seller a security interest in all Instruments until Seller is paid in full.

10. **Export Import Regulations.** Purchaser will not, directly or through an intermediary, export any Instruments (including related technology and information) to any country that is subject to embargo or similar restrictions under U.S. Export Regulations (including but not limited to Cuba, Iran, Iraq, Libya and North Korea), or transfer them to a national of any such country or to any other person or company restricted from receiving them, or put them to a prohibited end use, or transfer them with knowledge or reason to believe that they are intended for a prohibited destination, recipient or use. If Purchaser exports Instruments from the U.S., then Purchaser assumes the sole responsibility to confirm that the technical regulations and standards for the importation of such Instruments into the applicable country of import are met.
11. **Force majeure.** Seller will not be responsible for any delays, damages or failures to perform due to circumstances beyond its reasonable control, including those caused by Purchaser. Seller's time for performance shall be extended by a period of time commensurate with the amount of delay caused by such circumstances.
12. **Patents.** Seller shall hold Purchaser harmless against any claims by third parties that Instruments manufactured by Seller infringe U.S. patents, provided that Purchaser gives Seller prompt notice of such claim, full authority to defend against such claim, and whatever assistance Seller reasonably requests. The foregoing obligation does not apply to claims related to Instruments based on designs and/or specifications provided by Purchaser, Purchaser's alteration of Instruments, Purchaser's use of Instruments for a purpose not intended by Seller, or Purchaser's use of Instruments in combination with goods not manufactured by Seller, in which cases Purchaser shall hold Seller harmless against any claims of patent infringement made against Seller. If Purchaser's use of the Instruments is enjoined, Seller within a reasonable period of time shall (at Seller's election) obtain rights for Purchaser's continued use of the Instruments, modify the Instruments so they are non-infringing, replace the Instruments with non-infringing Instruments, or refund the then fair market value of the Instruments (before taking into account the alleged infringement) upon return of the Instruments to Seller. Seller shall have no liability with respect to patents outside the U.S.
13. **Documents.** All documents furnished by Seller in connection with Instruments shall remain the property of Seller, and Purchaser warrants that they will not be used or disclosed except to enable Purchaser's installation, operation and maintenance of Instruments.
14. **Complete agreement.** These Terms and Conditions, together with any other contract documents signed by both parties (other than any terms on Purchaser's order that are inconsistent with these Terms and Conditions), constitute the entire agreement between the parties. The Agreement may be modified or amended only by a writing signed by an authorized representative of the party against which enforcement is being sought.
15. **Miscellaneous.** The Agreement is governed by the laws of The State of Colorado, U.S.A.

Sievers* M5310 C TOC Analyzers



Process Optimization and Regulation Compliance with Ease

Siemens M5310 C Total Organic Carbon (TOC) Analyzers are designed specifically for the drinking water industry. Monitoring organic matter at drinking water treatment facilities can help plant operators understand changes in water quality and make informed decisions about treatment processes. Designed to minimize operator intervention, the M5310 C Analyzers offer cost-effective, reliable measurements—enabling process optimization and regulation compliance with ease.

We've Got You Covered

For both raw and finished water monitoring, the M5310 C promises peace of mind when measuring organics at treatment plants or within distribution systems. M5310 C Analyzers recover difficult-to-oxidize organic compounds, such as humic acid, and detect organics of all molecular weights and chemical structures, including complex aromatics.

The analyzers are compliant with Standard Methods 5310 C and US EPA 415.3 using UV persulfate oxidation with membrane conductivity detection. The innovative Membrane Conductometric Detection technology has proven to be an extremely reliable method for measuring TOC and delivers unmatched stability. Calibration is recommended for M5310 C Analyzers just once per year and can easily be conducted on-site. In addition, utilization of the analyzers supports compliance with Disinfectants and Disinfection Byproducts (DBP) Rules through automatic calculations of TOC % removal for influent and effluent streams or samples. TOC analysis at water treatment facilities is quick and easy with the M5310 C and can help optimize chemical dosing for coagulation, flocculation, and other processes, ultimately leading to cost savings and avoidance of costly repairs.

Quick to set up, easy to use and maintain

- Pre-calibrated for simple installation — no warm up periods or high temperature operation
 - No need for special training to set up, operate, or maintain
 - Minimal maintenance — typically just a few hours per year
 - Modular design for quick consumables replacement
 - Online and portable models now with IP-45 and IP-21 enclosure ratings, respectively
 - Self-contained with small footprint and internal reagent packs — no external chemicals, catalysts, or gas supplies required
 - Easy data communications — export or collect data via USB, 4-20 mA, or Modbus TCP/IP outputs
-

Membrane Conductometric Detection technology delivers unmatched stability, preventing significant drift over time. The recommended calibration for M5310 C is just once per year and can easily be conducted onsite. In contrast, TOC Analyzers that use non-dispersive infrared (NDIR) detection may require weekly or even daily calibration.



Optional Accessories and Configurations

- The Two-Stream Inlet configuration for the M5310 C On-Line Analyzer enables automatic sampling of influent and treated water with adjustable reagent flow rates for each stream. One stream can be dedicated to raw water and another to finished water for DBP Rule monitoring.
- A unique Integrated On-Line Sampling (iOS) system conveniently allows standards or grab samples to be introduced without removing the instrument from the continuous sample source or changing the sample inlet configuration.
- A Raw Water Sampler Kit is available in place of the iOS system to provide online handling of complex water matrices without the need for pre-filtration. The Raw Water Sampler improves ease of measurement of influent and effluent water streams when used with the two-stream inlet configuration and handles grab samples without changing sample inlet configuration or removing the instrument from the continuous sample source.
- The high-capacity Autosampler enables 24+ hours of unattended sample analysis (63 or 120 sampleposition capacity) with either the M5310 C Portable or Laboratory Analyzers.
- DataPro2 software integrates the Autosampler with the M5310 C Laboratory and Portable Analyzers, providing timesaving features to maximize productivity and ensure easy TOC data management.

Faster and smarter to optimize your water treatment process

- Compliant with USEPA Approved Analytical Method (SM 5310C and USEPA 415.3)
- Equipped with standard internal Inorganic Carbon Removal (ICR) module for improved accuracy when analyzing water high in inorganic carbon (IC)
- Autoreagent mode for automatic calculation and implementation of optimal reagent flow rates
- Easily integrated into current plant setup for continuous online measurements or grab mode sampling
- Broad analytical range from 4 ppb to 50 ppm
- Twice-as-fast as Sievers' last generation TOC Analyzers, now with two-minute TOC analysis
- Improved user-friendly, dashboard-style, touchscreen interface for simple operation and data review
- At-a-glance consumable status
- Streamlined, faster system protocols
- Informative error and alert messages for simplified troubleshooting
- Secure database structure for improved data searches and queries

Sievers Certified Plus

Protect your TOC analyzer investment with Certified Plus genuine products and expert services. From start up, preventative maintenance, and warranties to aftermarket consumables such as reagent packs, standards, and vials, Certified Plus ensures a reliable and accurate TOC measurement solution. For more information on how to order anything and everything you need to keep you up and running, please visit www.sieversinstruments.com

	Laboratory	Online	Portable
Autosampler/DataPro2	X		X
iOS		X	X
Pre-Filter Kits		X	X
Two-Stream Inlet		X	
Raw Water Sampler		X	X





TOC standards

Sievers Certified reference materials represent a comprehensive offering of ready-to-use TOC standards for calibration and verification. Our large-scale production capabilities provide substantial cost advantages over inhouse preparation, and our expertise in preparing and storing standards allows us to guarantee the accuracy and extended shelf life of Sievers Standards, even at low concentrations.

Comprehensive Technical Support

As the world's leading manufacturer of TOC analyzers, we continuously strive to exceed expectations by providing superior technology, design, quality, and service. Our team provides ongoing phone and electronic technical support as well as onsite installation, maintenance, calibration, and training services.

System Specifications

M5310 C Laboratory Analyzer		M5310 C On-Line Analyzer	M5310 C Portable Analyzer
Operating Specifications			
Range		4 ppb to 50 ppm	
Precision		<1% RSD	
Accuracy		± 2% or ± 0.5 ppb, whichever is greater	
Sample Type	Autosampler or discrete grab sample and TOC removal grab	On-line continuous or discrete grab sample, on-line timed, TOC removal on-line, TOC removal grab	On-line continuous, Autosampler, or discrete grab sample, on-line timed, TOC removal grab
Display Readout		3 significant digits	
Calibration		Typically stable for 12 months	
Analysis Time		2 minutes	
Sample Temperature		5-60°C (41-140°F)	
Ambient Temperature		5-40°C (41-104°F)	
Sample Pressure	N/A	100 psig	
On-Line Flow Rate	N/A	>50 mL/min (for on-line mode)	
Instrument Sample Flow Rate		0.5 mL/min	
Analyzer Specifications			
Inlet(s)	N/A	One stream, or 2-stream inlet (option)	One stream
Outputs	USB device port (1), USB host ports (2), Modbus TCP/IP	4-20 mA outputs (3); alarm outputs (4); binary input (1); USB device port (1), USB host ports (2); Modbus TCP/IP	
Display		7" WVGA 800x480 pixel, Color LCD w/ touch-screen	
Power		100 – 240 V~, 50 – 60 Hz, 100 VA	
Fuses		Replace with same type and size fuse: T 1.6 A 250 VAC Fuse (Slow Blow), size 5 x 20 mm appliance inlet	
Dimensions	H: 42.2 cm (16.6 in.); W: 24.6 cm (9.7 in); D: 40.0 cm (15.8 in)	H: 54.9 cm (21.6 in); W: 45.0 cm (17.7 in); D: 26.5 cm (10.4 in)	H: 39.5 cm (15.4); W: 22.9 cm (9.0 in); D: 46.4 cm (18.3 in)
Weight	10 kg (22 lb)	16.2 kg (35.6 lb)	9.8 kg (21.6 lb)
Enclosure Rating	N/A	IP-45	IP-21
Safety Certifications		ETL CE	
Environment			
Maximum Relative Humidity		0 - 95%, non-condensing	
Maximum Altitude		3,000 m (9,800 ft)	
Pollution Degree		2	



The UV lamp inside this product contains mercury and must be recycled or disposed of in accordance with local, state, and federal laws.

This information herein may be subject to change without notice and is provided for general guidance only. The dimensions and performance of systems, products and services may vary. Pictures are for example purposes and not to scale. All legal obligations are exclusively as set out in contractual documents. Nothing contained herein constitutes a representation, warranty or undertaking.



6060 Spine Road
Boulder, CO 80301-3687 USA
T +1 800 255 6964
T +1 303 444 2009
F +1 303 527 1797

www.watertechnologies.com/sievers

Find a contact near you by visiting www.watertechnologies.com/sievers and clicking on "Contact Us".

300 00189 EN Rev. G

Resourcing the world



July 8, 2025

Re: Sole Source of TOC Membrane Technology

Veolia Water Technologies & Solutions is the sole source for the membrane-based technology to measure TOC. We hold the following patents:

US 6228325	US 5750073
US 5902751	US 5443991
US 5820823	US 5132094
US 5798271	

These patents relate to the core membrane technology that differentiates the Sievers 800, 400, 500, 900, M9, M500, and M5310c series TOC analyzers from other TOC monitoring technologies, including other technologies also produced by Veolia Water Technologies & Solutions. The membrane technology is responsible for the elimination of matrix interferences, and greater specificity and sensitivity in the measurement of TOC. The benefits of this science-based methodology have been documented in numerous independent, peer-reviewed published papers available on www.sieversinstruments.com.

These core patents expired in 2010, but no other vendor currently offers membrane-based TOC measurement technology. The confidential, but not patented, manufacturing know-how necessary to produce a membrane-based TOC analyzer is as critical to the performance of the analyzer as is the patented methodology.

Veolia is also the sole source for measurement technology that simultaneously measures TOC and Stage 1 Conductivity that is compliant with USP, EP and other global pharmacopoeia regulations. Additionally, the Stage 1 Conductivity measurement requires a proprietary coating on the glass sample vials to eliminate measurement interferences, and Veolia is currently the sole source provider of those vials for simultaneous TOC and Conductivity measurement.

Lastly, Veolia holds patents relating to our online TOC and Conductivity sampling and standards analysis technology. We hold the following expired and active patents; no other vendors can provide this technology:

US 5837203	US 7247498
US 5976468	US 8003048 (Active)
US 6271043	

Best regards,

SOLE SOURCE JUSTIFICATION FORM

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

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

Requisition #

Vendor:

Item(s):

Justification:

This instrument is used for testing drinking water as required by the State of North Carolina for Total Organic Carbon (TOC). Veolia Water Technologies and Solutions is the sole source for the membrane-based technology, which is responsible for the elimination of matrix interferences, and greater specificity and sensitivity in the measurement of TOC.

Estimated expenditure for the above item(s):

Accounting Unit and Account(s):

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

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

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

Department Head/Authorized Personnel Digitally signed by Robby Stone
Date: 2025.09.08 14:38:41 -04'00'

Department/Division Date

APPROVAL PROCESS

Purchasing Manager Digitally signed by Candy E Harmon
Date: 2025.09.09 17:24:24 -04'00'

Financial Services Director Digitally signed by Bobby Fitzjohn
Date: 2025.09.10 15:07:52 -04'00'

City Council (\$30,000 – Up)

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of an Agreement with Bio-Nomic Services

FROM:
Robby Stone
Public Services Director

MEETING DATE:
September 18, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Quote

PURPOSE: To approve hiring Bio-Nomic Services, Inc. as a pressing need to perform temporary biosolids dewatering at the Eastside Wastewater Treatment Plant (WWTP).

BACKGROUND: There are two centrifuges at the Eastside WWTP that are utilized for the dewatering of biosolids. Centrifuge #2 is out of service until a replacement rotating assembly is received. Council approved the purchase of the replacement rotating assembly on June 2, 2025, but it is not anticipated to be delivered until January 2026. There have been ongoing maintenance issues with both centrifuge #1 and the sludge conveyance pumps that move the dewatered sludge from the centrifuges to the incinerator. The sludge storage tanks are nearly full. Public Services is requesting approval to hire Bio-Nomic Services, Inc. as a pressing need to perform temporary biosolids dewatering at the Eastside WWTP to help lower the tank levels. We are estimating the cost of mobilization, rental /installation, demobilization, and hauling for a month at a not-to-exceed amount of \$150,000.

BUDGET IMPACT: Funds are available in the FY 2025-2026 Budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider an agreement with Bio-Nomic Services in the amount not-to-exceed \$150,000 for temporary biosolids dewatering at the Eastside WWTP and authorize the appropriate City Official(s) to execute all necessary documents.



DATE: August 27, 2025

PROPOSAL NO: 25335

SUBMITTED TO:

City of High Point
PO Box 230
High Point, NC 27261

Attn: Derrick Boone

Attn: Dawn Molnar

RE: Immediate Response Sludge Removal – Belt Press Services

SCOPE OF WORK

Immediate, turnkey response is necessary to remove sludge stored in various basins at the East WWTP. Bio-Nomic Services has a 2.2 meter trailer mounted fully self-contained unit available for the first week in September 2025. The dewatered filter cake generated by the operation can be conveyed directly into dump trucks or dump trailers for transportation off-site to a local landfill.

A dry prime auxiliary pump will be provided to mix sludge in the storage basins and provide the feed to the metering pump on the belt filter press system. The belt filter press process requires a discharge point for the filtrate/effluent from the operation. 480 volt 50 amp power, process water to run the operation for belt cleaning and polymer make up is required. The Polymer is available on site and will be supplied by the East WWTP. Testing was successful for our sludge/polymer analysis per samples obtained during our 8/26/25 visit.

The belt filter press would be staged on a portable containment berm supplied with the unit to control potential spillage during the operation.

Transportation of the dewatered filter cake and disposal options are currently being investigated. The City of High Point has arrangements with the WMI Great Oak Landfill near Asheboro and McGill Compost.

BIO-NOMIC SERVICES, INC. SHALL FURNISH

Labor, equipment and materials required to complete the work. Items initially provided included:

Trailer mounted mobile belt filter press unit
30' inclined cake discharge conveyor
Polymer mixing and dosing system
4" dry prime diesel powered sludge pump for removal, mixing and transfer
Hoses, tees, valves and connections to route sludge from storage basins to the dewatering equipment
Up to 200 feet water supply host to connect to site water source
10' X 40' containment berm
Filtrate discharge pump/hose – discharge point is elevated higher than water collection pan on BFP.
Operator and service truck

Transportation and disposal are currently being evaluated. Trucks for transporting filter cake supplied by local vendors or Bio-Nomic Services per availability. The City of High may choose to haul the dewatered filter cake with own forces if desired. Cost estimates are listed for the hauling.

CITY OF HIGH POINT SHALL FURNISH

All access, openings and right of way into the work area; Firm level area to stage, operate and maintain processing equipment; Any fees or permits; Process water source capable of 100 gpm @ minimum 50 psi – i.e. 2 ½ inch hydrant; Filtrate water receiving point; Polymer for operations; direct payment of landfill fees for currently approved disposal sites.

PRICING – typical work day is 10 hours

Mobilization, set up, startup dewatering operation	\$ 6,400.00 each
Demobilization, decommissioning, dismantling, pack up	\$ 6,100.00 each
Dewatering Services including BFP, Conveyor Operator, Service Truck, Hoses, Filtrate Discharge Pump	\$ 2,700.00/Day
Rental Dry Prime 4" sludge feed and mixing pump	\$ 220.00/Day

HAULING

Bio-Nomic Services Trucking and Local Vendor Hauling Estimate. Two straight dump trucks are likely required to keep one unit staged under discharge conveyor at all times. Or one trailer dump and semi-tractor. Straight truck \$ 1,450.00/Day/Truck. Semi Tractor Trailer \$2,050.00/Day/Truck. The City of High Point can haul materials with own equipment or supplier if more cost effective.

TERMS

See Attached Bio-Nomic Services, Inc. General Terms and Conditions.

SUMMARY

Thank you for receiving our proposal. Please feel free to contact me with any question or comments.

Sincerely,

Joel L. Coert

Joel L. Coert
Division Manager
Bio-Nomic Services, Inc.
704-904-9704 (Cell)
800-782-6798 (Office)

ACCEPTED this _____ day of _____ 20_____

By _____
Purchaser

Print _____
Name and Title

GENERAL TERMS AND CONDITIONS

General Conditions: These general conditions are incorporated by reference into the proposal and are part of the Agreement under which services are to be performed by the Contractor for the Customer. Contractor will follow Customer's instructions both verbal and written at all times.

Customer Provided Labor: Where the Customer provides labor for the Contractor, the Customer will indemnify the Contractor for liability, loss or expense for work related injuries to those laborers not provided by the Contractor. The Customer agrees to waive all rights of subrogation against the Contractor arising out of the work in this Agreement.

Customers Responsibilities: Customer will provide mechanical services. Operation and control of Customer's equipment is the Customer's responsibility. If Contractor cannot continue its work due to circumstance caused or allowed by Customer and of which Contractor was not apprised prior to starting the work, an hourly fee will be charged.

Damage Limitations: Under no circumstances will the Contractor be responsible for indirect, incidental or consequential damages. The Contractor also is not responsible for the rendering of or failure to render architectural, engineering or surveying professional services.

Pre-existing Conditions: The Contractor will not be responsible for liability, loss or expense (including damage caused by the backup of basement sewers) where the primary cause of the claim or damage is pre-existing conditions including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of the Contractor's work. Customer is responsible for loss of service equipment caused by the pre-existing conditions at the job site.

Environmental Conditions: The debris is represented to Contractor to be non-hazardous, requiring no manifesting or special permitting. The Customer will be responsible for any additional costs or claims associated with the treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of this project.

Indemnification: The Customer and the Contractor will each indemnify the other in proportion to relative fault for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. The Customer also will indemnify Contractor for liability, loss and expense resulting from Contractor's services if the Contractor is acting at the direction or instruction of the Customer, or where the primary cause of any damages is due to information provided by the Customer.

Credit Policy: Regular Terms are Net 30 Days. The company may charge interest at the rate of 1-1/2% per month on all invoices outstanding 60 days past invoice date. Credit card payments are subject to a 3.5% convenience fee.

Pricing Adjustments: A fuel surcharge will be included on pricing based on Department of Energy EIA Energy Information Administration weekly rates; Any increases in material costs during the project will be included as an increased adjustment to the invoice. If this proposal should develop into a long-term project the pricing will be adjusted yearly based on the municipal cost index published in The American City & County magazine.

Entire Agreement: This proposal together with any written documents which may be incorporated by specific reference herein constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. The waiver by Contractor of any term, condition or provision herein stated shall not be construed to be a waiver of any other term, condition or provision hereof.

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of an Agreement with Kemp Construction, Inc.

FROM:
Robby Stone
Public Services Director

MEETING DATE:
September 18, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:

1. Quote
 2. Diagram of Green Leaf Filter
-

PURPOSE: To approve the hiring of Kemp Construction Inc. for the pressing need repairs of Filters 5 through 8 at the Ward Wastewater Treatment Plant (WWTP).

BACKGROUND: Filters 5-8 at Ward WWTP, originally constructed in 1998, are Green Leaf Filters, which are non-traditional filters that use siphon technology to control the operation of multiple granular media gravity filters. Kemp Construction Inc. was recently hired to investigate issues with the filters not pulling siphon and leaking within the center column. During the investigation, Kemp discovered a significant number of broken welds within the center column of the filters that are creating leaks and preventing siphoning from occurring. It is important that the filters be fully functional in advance of the upcoming rehabilitation project of filters 1 through 4 at Ward WWTP. The Public Services Department is requesting approval to hire Kemp Construction Inc. as a pressing need to repair the center column within filters 5–8. It is estimated that it will take 21 days to complete the repairs.

BUDGET IMPACT: Funds are available in the FY 2025-2026 Budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider an agreement with Kemp Construction, Inc. in the amount of \$90,300 for repairs of Filters 5 through 8 at Ward WWTP and authorize the appropriate City Official(s) to execute all necessary documents.

Kemp Construction Inc

www.kempinc.com

2217 LYNMORE DRIVE

SHERRILLS FORD, NORTH CAROLINA 28673

828-478-3040

FAX 828-478-3940

Mr. Nawfal Shujaa
Public Services Project Engineer
City of High Point, NC

9/5/25

RE: City of High Point, NC
Ward Water Treatment Plant
Greenleaf Filter Repairs

Dear Mr. Shujaa:

After inspection & testing, Kemp Construction is pleased to provide this proposal to make necessary welding repairs to the Greenleaf Filter Structure in High Point at the Ward Water Treatment Plant.

Scope of Work

- Ventilate confined space area and provide confined space permits**
- Provide confined space retrieval where required**
- Three (3) Man confined space equipped mechanical crew**

#1) We think that repairs that are necessary in Filter #6 would require at least (12) days. There is a lot of steel to pull back into place and reweld. We must cut our way into the Forebay area to reach the sheets that need to be pulled back into place and then weld these openings up once we finish welding. We then must move up in the Forebay toward the top, cutting more openings to work through. This is a true process, working in such a small space, but the only way to repair the damage. We made these same repairs to Filter #5 back in 2019. That was a real learning experience, but we managed to repair #5.

#2) We think the repairs that are necessary in Filter #7 would require approximately (5) Days. The damage is not as severe in the Forebay Chamber Sections, but there are leaks to repair as well as reweld of the sheets since we could see during our inspection that many of the welds are broken. You still must make the same cuts to reach into the Forebay sections. This time includes repairing the leak that can be seen when looking down the Center Column. The leak to the Center Column is preventing (or inhibiting) backwash as vacuum is lost through those separated plates.

#3) Filter #8 is in much better condition, but there are broken welds along the vertical & horizontal plates. The way this is going, it looks like every filter's Forebay cell is failing because of failing welds. If Filter #8 is not addressed soon, that will be the next cell you will experience problems in. If you choose to make any repairs in Filter #8, we would estimate (4) Days to make the necessary cuts and re-weld the sheets as required.

This type of job is extremely hard to estimate time on. Every move we make takes time in the confined areas. We would not quote a fixed price on a job like this. We feel like this should be handled on a T&M basis. We would quote **\$4,300.00 per crew day (Plus All Labor & Material Taxes) due to the level of difficulty**. The number of days estimated could change as we move along with repairs. We could complete the job in less days or with the difficulty level, the number of days could increase some. The entire job is confined space, in a small area, slowly working from bottom to top and will require continuous monitoring and ventilation due to the welding process.

Clarifications

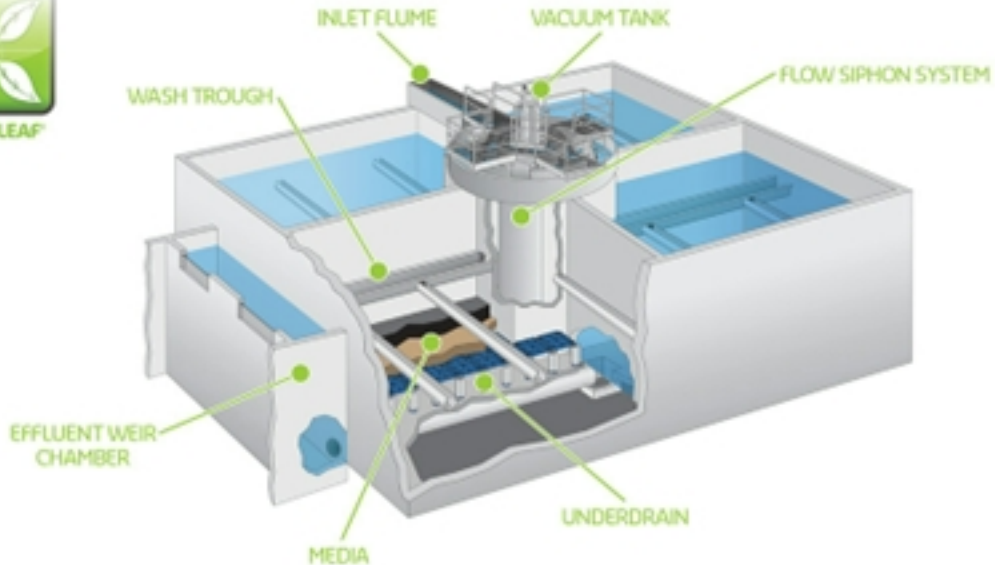
- Filter Chlorination not included if required.
- Owner responsible for closing all valves & isolation to allow work by contractor.
- Owner responsible for draining filters and chambers.
- Owner responsible for BacT Testing that might be required.
- **North Carolina Sales Tax is NOT included, NC Sales Tax on Labor & Material will be added to our Invoice.**
- Proposal does not include any Permits or Bonds; Proposal is valid for 30 days.

Kemp Inc. is a licensed General Contractor with classifications for work in Water and Wastewater Plants. Thank you for the opportunity to provide this proposal.

Sincerely yours,

Ronald R. Stevens

Kemp Construction, Inc.



CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Contract with DN Tanks, Inc.

FROM:
Robby Stone
Public Services Director

MEETING DATE:
September 18, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
July 11, 2025

ATTACHMENTS:

1. Bid Tabulations
 2. Bid Recommendation
 3. Bid Recommendation Form
-

PURPOSE: To hire a specialty contractor to rehabilitate a 5 MG (million gallon) prestressed concrete water storage tank located at Ward Wastewater Treatment Plant (WWTP).

BACKGROUND: The 5 MG Tank was originally constructed in 1979 and renovated in 1996. The most recent inspection of the tank was performed on March 11, 2025. The proposed rehabilitation work will include the following:

- Demolition of the two (2) existing failed fabric baffle walls, and installation of new fabric baffle walls including new hardware and anchors as required.
- Low-pressure chemical cleaning of the tank interior wall and floor surfaces.
- Prepare the tank interior wall, floor, and dome for the installation of a new baffle wall system matching the original locations.
- Furnish and install a new seal joint.
- Seal the joint in the fiberglass inlet weir.
- Furnish and install a new stainless steel fall prevention cable system on the existing interior access ladder. The system will include a traveler and safety harness.
- Disinfect the tank interior in accordance with AWWA C652 upon completion of the work.

On August 19, 2025, the City of High Point held the rebid for the contract. Two bids were received. DN Tanks, Inc. submitted the lowest responsive bid in the amount of \$482,000.00.

BUDGET IMPACT: Funds are available in the FY 2025-2026 Budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a contract with DN Tanks, Inc. for water storage tank rehabilitation at the Ward WWTP in the amount of \$482,000 and authorize the appropriate City Official(s) to execute all necessary documents.

Bid Tabulation
City of High Point, North Carolina
Ward 5 MG Tank Rehabilitation Project - Readvertisement
Bid 05-080625 / 08/19/25 2:00 PM

Contractor	Bid Bond	Bid Total
Crom, LLC	✓	\$698,000.00
DN Tanks, Inc.	✓	\$482,000.00



September 9, 2025

City of High Point
121 N. Pendleton Street
High Point, North Carolina 27260

Attention: Mr. Derrick Boone

Reference: **Ward WTP-5MG Tank Rehabilitation**
Recommendation for Award of Construction Contract
City of High Point
High Point, North Carolina
S&ME Project No. 25580045AA

Dear Mr. Boone:

S&ME, Inc. (S&ME) is pleased to submit this recommendation for award of construction contract to provide rehabilitation services for the Ward WTP-5MG Tank. Our services were provided in general accordance with S&ME's signed proposal 25580045G, dated April 25, 2025.

The City of High Point (City) has solicited bids for construction services to support the above referenced project, Bid Number 05-080625. The following bid submittals were received by the City and provided to S&ME for review:

Bidder	Base Bid Amount	Bid Alternate 1 Amount	Total Bid
Crom, LLC	\$646,220.00	\$51,780.00	\$698,000.00
DN Tanks, Inc.	\$430,000.00	\$52,000.00	\$482,000.00

Based on S&ME's review of the bid submittals and participation bid preparation process, S&ME recommends the construction contract be awarded to DN Tanks, Inc. While both bidders provided complete bid submittals and appeared to be similarly qualified to perform the requested scope of work. The following items stood out as differentiators:

- DN Tanks, Inc.'s total bid is approximately 45% less than the bid provided by Crom, LLC.
- During bid preparation, DN Tanks, Inc. demonstrated a strong understanding of the project objectives. This is supported by the large difference in Base Bid Amounts between the two bidders and essentially matching Bid Alternate 1 Amounts.
- Both bidders submitted Affidavit B indicating intent to perform 100% of the work required with own workforce; however, DN Tanks, Inc.'s Affidavit A "Good Faith Effort" indicated 55 points towards identification of Minority business participation, while Crom, LLC's indicated 0 points.



**Ward WTP-5MG Tank Rehabilitation
Recommendation for Award of Construction Contract
City of High Point**
High Point, North Carolina
S&ME Proposal No. 25580045AA

◆ **Closing**

S&ME appreciates the opportunity to be of service to you. If you have questions regarding this letter, or if we may be of further assistance, please contact us.

Sincerely,

S&ME, Inc.

A handwritten signature in black ink that reads "Kasey T. McWhorter".

Kasey T. McWhorter, P.E.
Office Principal, Vice President

A handwritten signature in black ink that reads "Vincent M. Grainger".

Vincent M. Grainger, PE, PMP
Construction Services Operations Manager
AMPP Certified Coatings Inspector N-78752

KM/VG

BID RECOMMENDATION

DEPARTMENT: Public Services

COUNCIL AGENDA DATE: September 22, 2025

BID NO.: 05-080625

CONTRACT NO.:

DATE OPEN:

8-19-2025

DESCRIPTION:

Ward 5 MG Tank Rehabilitation Project

PURPOSE:

To hire a qualified specialty contractor to rehabilitate a 5 MG (million gallon) prestressed concrete water storage tank located at the Ward Water Plant.

COMMENTS:

RECOMMEND AWARD TO:

DN Tanks Inc.

AMOUNT:

\$482,000.00

JUSTIFICATION:

Lowest Bidder

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
421779	533701	421001015805	40207	\$482,000.00
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD:

Robby Stone

Digitally signed by Robby Stone
Date: 2025.09.10 09:36:36 -04'00'

DATE:

9-9-2025

The Purchasing Division concurs with recommendation submitted by the

and recommends

award to the lowest responsible, responsive bidder

in the amount of

PURCHASING
MANAGER:

DATE:

Approved for Submission to
Council

FINANCIAL SERVICES DIRECTOR:

DATE:

CITY MANAGER:

DATE:

(For City Council Approval Only)

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Sole Source Purchase from Trojan Technologies

FROM:
Robby Stone
Public Services Director

MEETING DATE:
September 18, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:

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

PURPOSE: To approve the sole source purchase of replacement parts for UV Channel #1 at the Westside Wastewater Treatment Plant (WWTP).

BACKGROUND: Westside WWTP utilizes ultraviolet light (UV) for disinfection of wastewater. The Trojan UV system at the Westside WWTP was flooded during the July 9th, 2025, flash flood event, and it is necessary to purchase replacement parts for UV Channel #1 that were damaged during the flooding. Trojan Technologies is the manufacturer and sole source for replacement parts.

BUDGET IMPACT: Funds are available in the FY 2025-2026 Budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a sole source purchase from Trojan Technologies in the amount of \$340,532.93 for replacement parts for UV Channel #1 at the Westside WWTP and authorize the appropriate City Official(s) to execute all necessary documents.



QUOTATION

QM0003283

BRANDS INCLUDE: ARIA FILTRA™, AQUAFINE®, TROJANUV®, VIQUA®
 TROJAN TECHNOLOGIES CORP
 4310 44th St SE
 Kentwood, MI 49512
 USA
 T: 1-866-388-0488
 www.trojantechnologies.com

Sold to
CITY OF HIGH POINT . WESTSIDE WWTP
PO BOX 230
High Point NC 27261-0230
UNITED STATES

Ship to
CITY OF HIGH POINT – Westside WWTP
1044 W Burton RD
Thomasville NC 27360-0001
UNITED STATES

Customer Service Contact : tuvcustomerservice@trojantechnologies.com
 Payment Terms : 0% / 00 / 30 net
 Delivery Terms : DELIVERED DUTY PAID
 Carrier/LSP :

Internal Sales Rep : LISA ELLIOTT
 Customer No. : 100004122
 Reference :
 Quote Date : 09-09-2025
 Quote Expiry Date : 10-09-2025

Line	Project Item Description	Quantity	Price Discount %	Unit Net Price Net Amount	Tax Rate Tax Amount	Amount
10	490291 BALLAST, REPLACEMENT KIT UV4G2	120.00	2,033.20/ EA	2,033.20 243,984.00	7.00% 17078.88	261,062.88
11	917537 BOARD KIT, UV4 CCB	4.00	14,477.35/ EA	14,477.35 57,909.40	7.00% 4053.66	61,963.06
20	SURCHARGE SURCHARGE	1.00	15,094.67/ EA	15,094.67 15,094.67	7.00% 1056.63	16,151.30
30	FREIGHT FREIGHT & HANDLING	1.00	1,267.00/ EA	1,267.00 1,267.00	7.00% 88.69	1,355.69
		Goods	301,893.40	Discount	0.00 Tax Amount	Total USD
		Costs	16,361.67	Subtotal	318,255.07 22,277.86	340,532.93

We are applying a TEMPORARY SURCHARGE due to the increasing costs caused by the uncertainty in the global economy



QUOTATION
QM0003283

BRANDS INCLUDE: ARIA FILTRA™, AQUAFINE®, TROJANUV®, VIQUA®
TROJAN TECHNOLOGIES CORP
4310 44th St SE
Kentwood, MI 49512
USA
T: 1-866-388-0488
www.trojantechnologies.com

Terms and Conditions

All purchases of Trojan products and/or services are expressly and without limitation subject to Trojan's Terms and Conditions of Sale ("Trojan" or "SELLER"), incorporated herein by reference and published on Trojan's website <https://www.trojantechnologies.com/sales-terms-conditions/>

Trojan TCS are incorporated by reference into each of Trojan's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Trojan's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Trojan TCS, subject to Trojan's final credit approval: (i) Buyer's issuance of a purchase order document against Trojan's offer or quotation; (ii) Trojan's acknowledgement of Buyer's order; or (iii) commencement of any performance by Trojan in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of the Trojan's TCS shall be null and void and not considered part of the Contract.

www.trojantechnologies.com/sales-terms-conditions



06/09/2025

City of High Point– Westside:

RE: Trojan System UV4000™ Replacement Parts

Dear Customer,

In the Engineered Submittal Package for the **Trojan System UV4000™**, Trojan provided an equipment performance guarantee stating that the system will meet the required level of disinfection provided that the system is operated and maintained in accordance with recommendations made by Trojan Technologies.

For this equipment guarantee to be maintained, it is imperative that the appropriate components and replacement parts be used in the system. These key replacement parts and system components that directly influence the performance and reliability of the system **will be solely provided by Trojan.**

Among these critical replacement parts are the **UV lamps, electronic ballasts, wiper components** and **printed circuitry**. Without using these critical replacement parts that are approved and validated by Trojan Technologies, we cannot guarantee that the system will provide the required germicidal output.

It is recommended that specialized system components be purchased directly from Trojan Technologies to keep the equipment performance guarantee intact. In **North Carolina**, Trojan Technologies works directly with our customers for parts and service. Trojan purchases only validated system components (lamps, ballasts etc.) from our suppliers and only those components meeting our performance standards are passed on to the customer.

Best regards,
TROJAN TECHNOLOGIES

Lisa Elliott | Inside Sales Account Manager – Parts & Service
226-374-8683 cell
southernus@trojantechnologies.com
TROJAN TECHNOLOGIES

SOLE SOURCE JUSTIFICATION FORM

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

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

Requisition #

Vendor:

Item(s):

Justification:

For the sole source purchase of parts for the Trojan UV system at the Westside Wastewater Treatment Plant (WWTP). Trojan Technologies is the manufacturer of the Trojan UV 4000 and Trojan UV 4000 Plus models and the critical replacement parts.

Estimated expenditure for the above item(s):

Accounting Unit and Account(s):

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

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

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

Department Head/Authorized Personnel Digitally signed by Robby Stone
Date: 2025.09.10 06:58:57 -04'00'

Department/Division Date

APPROVAL PROCESS

Purchasing Manager

Financial Services Director

City Council (\$30,000 – Up)

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Reimbursement Agreement with The Pittsburgh Paints Co.

FROM:
Robby Stone
Public Services Director

MEETING DATE:
September 18, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Estimated Construction Cost

PURPOSE: To approve a reimbursement agreement with The Pittsburgh Paints Co. for sanitary sewer improvements.

BACKGROUND: The Pittsburgh Paints Co. seeks to install a railroad spur line to their facility located at 201 Old Thomasville Road, High Point, NC 27360, and contacted the City regarding this work. Upon investigation, it was realized that a portion of the sanitary sewer main passing through The Pittsburgh Paints Co. property and under the railroad track was undersized and in poor condition. Conversations began regarding The Pittsburgh Paints Co. upgrading the undersized and poor condition area. Preliminary alignment was determined, engineering plans were developed, and a cost estimate was prepared with costs separated by responsible party. The scope of work will be to install approximately 845 linear feet of 16" sewer main and 55 linear feet of 4" sewer service line, plus boring 243 feet of steel encasement below the railroad tracks. The total project cost is estimated to be \$1,539,580, with the estimated cost associated with the City upgrades at \$1,152,880.

BUDGET IMPACT: Funds are available in the FY 2025-2026 Budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a reimbursement agreement with The Pittsburgh Paints Co. in the amount of \$1,152,880 for sanitary sewer improvements and authorize the appropriate City Official(s) to execute all necessary documents.

BURTON BUILDERS, INC.

LICENSE #14981
718 MILLER STREET
HIGH POINT, NC 27262
336-883-4318 FAX 336-883-6318

PROPOSAL

September 8, 2025

Submitted To: PPG Traffic Solutions
Attn: Zack Hixon

RE: Sewer Line Upgrades – Drawings by Middough AD - 2023-8-RI pages 15&16

We propose to furnish all material and labor.

****ONSITE SEWER****

WORK SCOPE:

- 1.- Furnish and set doghouse manhole #1 over existing sewer line – Install 125' of 16" locking P401 DIP - #57 stone for bedding. **\$143,250.00**
- 2.- Furnish and set manhole #2 – Install 259' of locking P401 DIP – 129' of DIP to be in 24" steel casing with spiders and end seals – Furnish and set manhole #3 - #57 stone for bedding. **\$295,630.00**
- 3.- A) Furnish and set dog house manhole #4 over existing sewer line beside PPG Drive – Install 127' of locking P401 DIP from manhole #4 to manhole #3. **\$144,880.00**

B) Undercut and shore existing 36" storm drain pipe. **\$7,890.00**
- 4.- By-pass pumping for sewer to finish bottoms in the doghouse manholes once the existing line is abandoned downstream mobilization/demobilization of all pumps and equipment and crews for the dual sewer by-pass system – includes 2 pumps and hoses with crews to monitor daily- 2 locations – Not to exceed 7 days each. **\$68,430.00**

BURTON BUILDERS, INC.

LICENSE #14981

718 MILLER STREET

HIGH POINT, NC 27262

336-883-4318 FAX 336-883-6318

5.- Pump flowable concrete fill into abandoned sewer lines - Backfill and abandon three existing manholes. **\$22,440.00**

6.- Re-pave existing drive 120' x 20' • 6" ABC stone – 2" binder – 2" I-2 topping. **\$22,640.00**

***SEVEN HUNDRED FIVE THOUSAND, ONE HUNDRED SIXTY DOLLARS & 00/100
(\$705,160.00)***

BURTON BUILDERS, INC.

LICENSE #14981
718 MILLER STREET
HIGH POINT, NC 27262
336-883-4318 FAX 336-883-6318

RE: Sewer Line Upgrades

We propose to furnish all material and labor.

****BORE AND OFFSITE SEWER****

WORK SCOPE:

- 1.- Tie into existing manhole beside English Street and install 165' of locking P401 DIP to new manhole #5 – Furnish and set manhole #5. **\$174,640.00**
- 2.- Dig bore pit approximately 8'x36' with engineered trench box system. Dig receiving pit approximately 8'x10' with engineered trench box system. **\$15,600.00**
- 3.-
 - A) Bore and case under existing tracks – Bore 243' from East side of tracks to new manhole #5 – Push 24" steel casing and 298' 16" P401 DIP with spiders and end seals – use field LOK gaskets on the DIP. **\$581,380.00**
 - B) Provide 15 days of track time flagging. **\$ 25,290.00**
- 4.- Install 55' of 4" sewer service to manhole #5. **\$8,250.00**
- 5.- Backfill and abandon three existing manholes – Pump flowable concrete fill into abandoned sewer lines. **\$24,660.00**
- 6.- Fine grade all disturbed areas – seed and straw. **\$4,600.00**

We propose to complete in accordance with above specifications for the sum of:

BURTON BUILDERS, INC.

LICENSE #14981

718 MILLER STREET

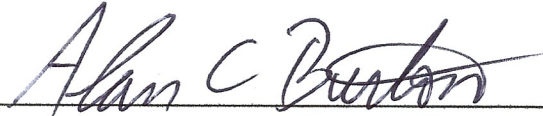
HIGH POINT, NC 27262

336-883-4318 FAX 336-883-6318

EIGHT HUNDRED THIRTY FOUR THOUSAND, FOUR HUNDRED TWENTY DOLLARS & 00/100 (\$834,420.00)

TOTAL PROJECT \$1,539,580.00

Authorized Signature: _____



**** Any Sales and Use Tax, if applicable, will be added at time of billing.**

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. OUR WORKERS ARE FULLY COVERED BY WORKMAN'S COMPENSATION AND GENERAL LIABILITY INSURANCE. BILLING IS BASED UPON WORK COMPLETION BASIS. **INVOICES ARE DUE UPON RECEIPT. * NO WORK OTHER THAN SPECIFIED ABOVE WILL BE PROVIDED. ANY EXCLUSION OF PRICE INCREASE WILL BE ADDED TO THE FINAL BILLING.**

QUOTES ARE GOOD FOR 90 DAYS UNLESS OTHERWISE SPECIFIED IN THE ABOVE PROPOSAL. THIS QUOTE DOES NOT INCLUDE THE EXCAVATION OR RESTORATION OF ANY ABNORMAL SUBSURFACE CONDITIONS UNLESS THEY ARE SPECIFICALLY ADDRESSED ABOVE (i.e. ROCK, UNSUITABLE SOILS, BURIED TRASH, HIGH WATER TABLE, HAZARDOUS MATERIALS, UNKNOWN UTILITIES OR COMMUNICATION LINES, IMPACT FEES, ETC.)

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date of acceptance: _____

Signature: _____

***Please understand that accepting this proposal binds you to our payment terms upon completion of proposed work. Payment is due, in full, upon receipt of invoice. If this is an insurance claim, it is between you and the insurance company and payment is expected at the time of submittal of invoice and not when you are compensated from the insurance company. A monthly finance charge of 1½ % (18% annually) will be assessed on past due balances. Purchaser agrees to pay to Contractor all expenses**

BURTON BUILDERS, INC.

LICENSE #14981

718 MILLER STREET

HIGH POINT, NC 27262

336-883-4318 FAX 336-883-6318

including reasonable attorney's fees as provided by law, paid or incurred by Contractor in endeavoring to enforce this contract or in collecting any indebtedness owed by Purchaser to Contractor.

EXCLUSIONS:

Rail Safe

Railroad Insurance

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Sole Source Purchase from Core & Main

FROM:

Jeremy Coble
Customer Services Director

MEETING DATE:

September 18, 2025

PUBLIC HEARING:

No

ADVERTISED DATE/BY:

N/A

ATTACHMENTS:

1. Quote
 2. Sole Source Justification Form
-

PURPOSE: The purpose of purchasing 1MT and 1WMT meter box lids for the City of High Point is to support the maintenance and integrity of the city's water infrastructure. These lids are necessary replacements for worn, damaged, or missing components, ensuring the continued protection and accessibility of water meters. By maintaining secure meter enclosures, the city can safeguard equipment, enable accurate meter readings, and reduce service interruptions. This investment contributes to the efficient operation of the water system and reflects the city's ongoing commitment to delivering reliable and sustainable water services to its residents.

BACKGROUND: The City of High Point is maintaining and upgrading its water meter infrastructure to ensure continued reliability, safety, and compatibility with existing and future metering technologies. As part of this effort, the replacement of worn or missing 1MT and 1WMT meter lids is essential to protect water meters, prevent damage, and allow safe, efficient access for meter reading and maintenance. These lids are specifically designed to fit existing meter box installations and are compatible with the city's current metering equipment and reading systems. Ensuring the integrity of meter enclosures supports accurate data collection, reduces service disruptions, and enhances public and worker safety. This investment aligns with the city's broader goals of modernizing utility infrastructure and delivering dependable service to residents.

BUDGET IMPACT: Funds are available in the FY 2025-2026 Budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a sole source purchase from Core & Main in the amount of \$289,025.63 for composite water meter lids and authorize the appropriate City Official(s) to execute all necessary documents.



Bid Proposal for City Of High Point DFW Lids

CUSTOMER	CITY OF HIGH POINT STOCK-GREENSBORO CITY WAREHOUSE 211 S Hamilto HIGH POINT, NC 27260 Contact: James Jenkins james.jenkins@highpointnc.gov	Job City Of High Point DFW Lids High Point, NC Bid Date: 01/16/2025 10:00 am Bid #: 4397756
	Sales Representative Chuck Harman (T) 336-668-1033 chuck.harman@coreandmain.com	Core & Main 6344 Burnt Poplar Rd Greensboro, NC 27409 (T) 3366681033
CONTACT		
NOTES		



Bid Proposal for City Of High Point DFW Lids

CITY OF HIGH POINT**Job Location:** High Point, NC**Bid Date:** 01/16/2025 10:00 am**Core & Main Bid #:** 4397756**Core & Main**

6344 Burnt Poplar Rd

Greensboro, NC 27409

Phone: 3366681033**Fax:** 3368521764

Seq#	Qty	Description	Units	Price	Ext Price
10		LIDS			
20	2900	DFW1219MBX-1MT-SMALL-NHK-LID	EA	36.30	105,270.00
30		6-8 WEEK LEAD TIME			
50	4000	DFW1014GB-1WMT-SMALL-LID	EA	41.37	165,480.00
60		10-12 WEEK LEAD TIME			
				SUBTOTAL	270,750.00
				Sub Total	270,750.00
				Tax	18,275.63
				Total	289,025.63

Branch Terms:

This quote represents our interpretation of the plans & specifications and is offered as an aid to bidding only.

Customers should verify all materials & quantities prior to bidding or ordering.

Unless otherwise noted, PVC pipe prices are based on availability at the time of shipping.

HDPE prices are good for 10 days from quote date and price per foot might be revised if quantity changes.

Pricing is subject to change if the scope of the quote is altered, at the discretion of the branch.

Special order material or other non-stock items may be non-refundable or subject to a cancellation/restock charge.

Special order non-stock items must be shipped to customer within 30 days of receipt by Core & Main.

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/terms-of-sale/>

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.

SOLE SOURCE JUSTIFICATION FORM

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

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

Requisition #

Vendor:

Item(s):

Justification:

In accordance with the standardization statute NCGS 143-129(e)(6), the City seeks to streamline its water infrastructure by adopting a uniform water metering communication system. Standardization with Core&Main to make these custom composite water meter Lids, which are crucial for our Advanced Metering Infrastructure (AMI) initiative, as it ensures seamless integration and optimal performance and communication of our automated metering technology.

Estimated expenditure for the above item(s):

Accounting Unit and Account(s):

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

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

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

Department Head/Authorized Personnel Digitally signed by Jeremy Coble
Date: 2025.09.08 13:57:05 -04'00'

Department/Division Date

APPROVAL PROCESS

Purchasing Manager Digitally signed by Candy E Harmon
Date: 2025.09.11 17:54:11 -04'00'

Financial Services Director Digitally signed by Bobby Fitzjohn
Date: 2025.09.12 09:20:34 -04'00'

City Council (\$30,000 – Up)

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Sole Source Purchase from Badger Water Meter

FROM:

Jeremy Coble
Customer Services Director

MEETING DATE:

September 18, 2025

PUBLIC HEARING:

No

ADVERTISED DATE/BY:

N/A

ATTACHMENTS:

1. Quote
 2. Sole Source Justification Form
-

PURPOSE: The purpose of purchasing water meters for the City of High Point is to support the maintenance and improvement of the city's water infrastructure. These meters will replace older or malfunctioning units, ensuring accurate measurement of water consumption for billing purposes. Additionally, the new meters incorporate advanced technology, enhancing data collection and monitoring capabilities, contributing to more efficient water management and conservation efforts within the city. This investment is essential to maintain reliable water services for residents and to uphold the city's commitment to responsible water resource management.

BACKGROUND: The City of High Point is updating its water meters to align with modern water management standards and to prepare for the deployment of an Advanced Metering Infrastructure (AMI) system. The current meters are outdated, lack accuracy, and do not meet industry needs for efficient water use monitoring. The upgrade ensures compliance with regulations, enhances efficiency, supports conservation, and empowers customers with real-time data. The meters from Badger Meter Inc. offer precise measurements and integrate with the city's current meter reading software (Itron) and future AMI communication technology, improving water consumption tracking and resource management, while contributing to more accurate billing and enhanced customer service.

BUDGET IMPACT: Funds are available in the FY 2025-2026 Budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a sole source purchase from Badger Water Meter in the amount of \$694,489.68 for water meters and authorize the appropriate City Official(s) to execute all necessary documents.

Badger Meter Inc.
4545 W Brown Deer Road Milwaukee WI 53223
PO Box 245036 Milwaukee WI 53224-9536

To
Customer ID 00321276
CITY OF HIGH POINT
211 S. HAMILTON ST
P O BOX 230
HIGH POINT
North Carolina , 27260

James Jenkins

Revised Date:
Pricing Effective Dates: 08-21-2025 - 11-20-2025

Salesperson	Proposal Subject	Shipping Terms / INCO Terms	Payment Terms
007654 ANGIE LYON	1", 1.5", 2" E-Series CF ILC	PREPAY/NO CHARGE FCA FACTORY	NET 30 DAYS

Line #	Description	Qty	Unit Net Price USD	Line Totals USD
1	BMI Part No.: 109-2359 Cat String: EB-ECA-PXTX-E5-CC-19FD-K3Y2-XXCF-XX-B0A Description: E-Series B-Alloy, 1"(10-3/4), Thk Wshr, Enc, 4CXN2 Itron, 9D-0.001 FT3, TS-766, SN Yr 9D & PBB, ILC-5ft, BMI STD,	203	260.11	52,802.33
2	BMI Part No.: 100-3110 Cat String: EU-EDA-PXXX-E5-CC-19GD-A5Y2-XXCF-XX-B0A Description: E-Series SS, 1-1/2" EL(13), Enc, 4CXN2 Itron, 9D-0.01 FT3, BADGER STD (TS-423), SN Yr 9D & PBB, ILC-5ft, BMI STD,	216	599.40	129,470.40
3	BMI Part No.: 100-1657 Customer Part: G2 - 5 DIAL OUTPUT NOT AVAILABLE Cat String: EU-EEA-PXXX-E5-CC-19GD-A6Y2-XXCF-XX-B0A Description: E-Series SS, 2" EL(17), Enc, 4CXN2 Itron, 9D-0.01 FT3, SN Yr 9D & PBB, ILC-5ft, BMI STD,	130	802.16	104,280.80

Subtotal - USD	286,553.53
Total Price - USD	286,553.53

Notes and Assumptions

If applicable, sales tax and freight, if included on the proposal, is an estimate and will be recalculated based on rates and tax status in effect at the time of invoicing.

To expedite the order entry process, please ensure the following is noted on your purchase order: billing address, shipping address, purchase order number, quantity, price, payment terms, quotation number, and the vendor is listed as Badger Meter, Inc.

Please send all purchase orders to the contact that prepared this quotation for you.

Actual lead time to be provided at time of order.

Thank you for your business!

Estimated ship dates subject to change based upon component availability, as a result of global supply chain constraints, or credit review.
This acknowledgment is made subject to the terms & conditions found on our web-site: <https://www.badgermeter.com/terms-and-conditions>.
Terms and conditions related to service units, training, and professional services can be found here: <https://badgermeter.com/service-units-terms-and-conditions>

Badger Meter provides certification files to help manage meter and endpoint inventory and to maintain meter accuracy data. The standard method of delivery for this format is via electronic mail. Any deviations from our standard format, or any custom file formats, will be considered on a time and material basis.

Due to continuous improvements and redesign of Badger Meter products and technology solutions, Badger Meter reserves the right to provide our newest product solutions as an alternative to the proposed products provided they are in conformance with the requirements of the specifications and do not exceed the prices quoted.

Thank you for your business!

Estimated ship dates subject to change based upon component availability, as a result of global supply chain constraints, or credit review.
This acknowledgment is made subject to the terms & conditions found on our web-site: <https://www.badgermeter.com/terms-and-conditions>.
Terms and conditions related to service units, training, and professional services can be found here: <https://badgermeter.com/service-units-terms-and-conditions>

Badger Meter Inc.
4545 W Brown Deer Road Milwaukee WI 53223
PO Box 245036 Milwaukee WI 53224-9536

To **Customer ID** 00321276
CITY OF HIGH POINT
2011 E KIVETT DR
P O BOX 230
HIGH POINT
North Carolina , 27265
Phone(336) 883-3220
Email libby.rush@highpointnc.gov

Libby Rush

Revised Date:
Pricing Effective Dates: 01-01-2025 - 12-31-2025

Salesperson	Proposal Subject	Shipping Terms / INCO Terms	Payment Terms
007654 ANGIE LYON	M25 3/4" HR-E 8D CF ILC	PREPAY/NO CHARGE FCA FACTORY	NET 30 DAYS

Line #	Description	Qty	Unit Net Price USD	Line Totals USD
1	BMI Part No.: 101-4951 Cat String: DS-BAB-PB1P-XXD3-Y2-M1CC-2B1X1-8GD-NN-XX-CF-XX-B0A Description: Disc, M25 5/8"(3/4x7-1/2), Brz Btm 430SS-1, PL, (TS-135, SN Yr 9D & PBB, HR-E, 4CXN2 Itron, PL Lid/Shrd-GRY, Trx Scrw, Sidewalk read, 8D-0.01 FT3, SN YR 9D in & out, ILC-5ft, BMI STD, 6 PACK,	3305	123.43	407,936.15

Subtotal - USD	407,936.15
Total Price - USD	407,936.15

Notes and Assumptions

If applicable, sales tax and freight, if included on the proposal, is an estimate and will be recalculated based on rates and tax status in effect at the time of invoicing.

To expedite the order entry process, please ensure the following is noted on your purchase order: billing address, shipping address, purchase order number, quantity, price, payment terms, quotation number, and the vendor is listed as Badger Meter, Inc.

Please send all purchase orders to the contact that prepared this quotation for you.

Actual lead time to be provided at time of order.

Badger Meter provides certification files to help manage meter and endpoint inventory and to maintain meter accuracy data. The standard method of delivery for this format is via electronic mail. Any deviations from our standard format, or any custom file formats, will be considered on a time and material basis.

Due to continuous improvements and redesign of Badger Meter products and technology solutions, Badger Meter reserves the right to provide our newest product solutions as an alternative to the proposed products provided they are in conformance with the requirements of the specifications and do not exceed the prices quoted.

Thank you for your business!

Estimated ship dates subject to change based upon component availability, as a result of global supply chain constraints, or credit review. This acknowledgment is made subject to the terms & conditions found on our web-site: <https://www.badgermeter.com/terms-and-conditions>. Terms and conditions related to service units, training, and professional services can be found here: <https://badgermeter.com/service-units-terms-and-conditions>

SOLE SOURCE JUSTIFICATION FORM

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

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

Requisition #

Vendor:

Item(s):

Justification:

In accordance with the standardization statute NCGS 143-129(e)(6), the City seeks to streamline its water infrastructure by adopting a uniform water metering system. Standardization with Badger water meters is crucial for our Advanced Metering Infrastructure (AMI) initiative, as it ensures seamless integration and optimal performance of our automated metering technology. Badger water meters are known for their reliability, accuracy, and compatibility with our existing systems, which will facilitate consistent data collection, reduce maintenance costs, and enhance operational efficiency. Consistent data collection is essential for accurate billing, leak detection, and water conservation efforts, all of which are critical components of our AMI initiative. Furthermore, the durability and advanced technology of Badger meters ensure long-term cost savings and improved service delivery to our residents.

Estimated expenditure for the above item(s):

Accounting Unit and Account(s):

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

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

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

Department Head/Authorized Personnel Digitally signed by Jeremy Coble
Date: 2025.09.08 13:57:42 -04'00'

Department/Division Date

APPROVAL PROCESS

Purchasing Manager Digitally signed by Candy E Harmon
Date: 2025.09.11 17:55:32 -04'00'

Financial Services Director Digitally signed by Bobby Fitzjohn
Date: 2025.09.12 09:25:27 -04'00'

City Council (\$30,000 – Up)

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



CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Sole Source Purchase from United Systems & Software, Inc.

FROM:

Jeremy Coble
Customer Services Director

MEETING DATE:

September 18, 2025

PUBLIC HEARING:

No

ADVERTISED DATE/BY:

N/A

ATTACHMENTS:

1. Quote
 2. Sole Source Justification Form
-

PURPOSE: The purpose of purchasing mounting kits and antennas is to support the installation and functionality of the City of High Point's Advanced Metering Infrastructure (AMI) system. These components are essential for ensuring secure and reliable communication between water meters and the city's meter reading network. The mounting kits allow for proper and durable installation of antennas in a variety of field environments, while the antennas enable efficient transmission of meter data. This investment is critical to achieving full AMI deployment, improving data accuracy, enhancing system performance, and enabling real-time water usage monitoring for improved customer service and operational efficiency.

BACKGROUND: The City of High Point is in the process of implementing an Advanced Metering Infrastructure (AMI) system to modernize its water utility operations. As part of this initiative, reliable communication between endpoints and the network is essential. Mounting kits and antennas are necessary to support the physical installation and optimal positioning of AMI communication devices, ensuring strong and consistent signal transmission across the city's water meter network. These components are compatible with the city's existing metering hardware and software platforms, including Itron. Their deployment enhances the overall performance of the AMI system, supports accurate and timely data collection, and aligns with the city's goals of improving water system efficiency, customer engagement, and long-term infrastructure sustainability.

BUDGET IMPACT: Funds are available in the FY 2025-2026 Budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a sole source purchase from United Systems & Software, Inc. in the amount of \$60,589 for mounting kits and antennas and authorize the appropriate City Official(s) to execute all necessary documents.



AMR / AMI | SOFTWARE | WATER LOSS



Quotation

For:
City of High Point, NC
c/o Mr. James Jenkins
211 South Hamilton Street
High Point, NC 27260

Prepared By:
David Tawes, United Systems
P.O. Box 547 – 91 Southwest One Blvd. Benton, KY 42025
Phone: (804) 661-6257
Email: david.tawes@united-systems.com

Date	PO Number	Shipping Method	Shipping Terms
August 27, 2025	TBD	Best Way	Shipping Not Included

Qty	Item # - Description	Unit Price - \$	Line Total - \$
	Accessories		
3,300	CFG-1300-004, 100W TTL Mounting Kit	\$ 4.13	\$ 13,629.00
510	CFG-0900-003, TTL 900mhz antennae	\$ 92.08	\$46,960.80
		Quote Total	\$60,589.00

General— Unless specifically stated to the contrary, prices do not include shipping and/or sales tax, if applicable. Likewise, this quotation does not include technical services related to setup, installation & configuration of proposed items unless specifically stated above. Endpoint orders not in box quantity are assessed a broken box fee of \$25. All related invoices shall be paid on a Net 10 Day basis. This quotation shall remain firm for 60 days, unless modified in writing by USS prior to USS acceptance.

SOLE SOURCE JUSTIFICATION FORM

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

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

Requisition #

Vendor:

Item(s):

Justification:

In accordance with the standardization statute NCGS 143-129(e)(6), the City seeks to streamline its water infrastructure by adopting a uniform water metering communication system. Standardization with United Systems to purchase the through the lid adapter kits as well as the antenna's, is crucial for our Advanced Metering Infrastructure (AMI) initiative, as it ensures seamless integration and optimal communication and performance of our automated metering technology.

Estimated expenditure for the above item(s):

Accounting Unit and Account(s):

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

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

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

Department Head/Authorized Personnel Digitally signed by Jeremy Coble
Date: 2025.09.08 13:58:09 -04'00'

Department/Division Date

APPROVAL PROCESS

Purchasing Manager Digitally signed by Candy E Harmon
Date: 2025.09.11 17:53:10 -04'00'

Financial Services Director Digitally signed by Bobby Fitzjohn
Date: 2025.09.12 09:25:04 -04'00'

City Council (\$30,000 – Up)

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of the High Point ABC Board Travel Reimbursement Policy

FROM:
Eric Olmedo
Assistant City Manager

MEETING DATE:
September 18, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. G.S. § 18B-700

PURPOSE: The High Point Alcoholic Beverage Control (ABC) Board requests City Council approval to adopt and follow the City of High Point Employee Travel Reimbursement Policy.

BACKGROUND: The North Carolina State Board of Alcoholic Control requires each local ABC Board to adopt a travel policy governing reimbursement for official business. Local boards may either utilize the State Employee Travel Policy or adopt their appointing authority's travel reimbursement policy. The High Point ABC Board seeks City Council's approval to use the City of High Point's Employee Travel Reimbursement Policy for this purpose.

Per state requirements, this approval must be granted by City Council in a formal meeting and entered into the official minutes. The last approval was granted on June 3, 2019. Updated guidance from the North Carolina State Board of Alcoholic Control recommends that such approval be reaffirmed annually.

BUDGET IMPACT: N/A

RECOMMENDED ACTION REQUESTED: City Council is requested to approve the High Point ABC Board's continued use of the City of High Point Employee Travel Reimbursement Policy.

Article 7.

Local ABC Boards.

§ 18B-700. Appointment and organization of local ABC boards.

(a) **Membership.** – A local ABC board shall consist of three or five members appointed for three-year terms unless the board is a board for a merged ABC system under G.S. 18B-703 and a different size membership has been provided for as part of the negotiated merger. If the board is a three-member board, one member of the initial board of a newly created ABC system shall be appointed for a three-year term, one member for a two-year term, and one member for a one-year term. If the board is a five-member board, one member of the initial board of a newly created ABC system shall be appointed for a three-year term, two members for two-year terms, and two members for one-year terms. As the terms of initial board members expire, their successors shall each be appointed for three-year terms. If a board is initially a three-member board and the appointing authority determines a five-member board is preferable, the terms of the two new members shall be for three years. If a local board has five members and the appointing authority determines a three-member board is preferable, the appointing authority shall not reduce the size of the board except upon the expiration of a member's term and only with the approval of the Commission. The appointing authority shall designate one member of the local board as chairman.

(a1) **Mission.** – The mission of local ABC boards and their employees shall be to serve their localities responsibly by controlling the sale of spirituous liquor and promoting customer-friendly, modern, and efficient stores.

(b) **City Boards.** – City ABC board members shall be appointed by the city governing body, unless a different method of appointment is provided in a local act enacted before the effective date of this Chapter.

(c) **County Boards.** – County ABC board members shall be appointed by the board of county commissioners, unless a different method of appointment is provided in a local act enacted before the effective date of this Chapter.

(c1) **Limit on Creation of New Boards.** – Notwithstanding any provision of law to the contrary, no new local board may be created in any county where a local board operates an ABC store. If a jurisdiction holds an ABC store election under G.S. 18B-602(g), the establishment of ABC stores is approved, and the jurisdiction is located in a county where a local board is already in operation, the jurisdiction that held the election shall enter into an agreement with an existing local board to create a merged local board in accordance with G.S. 18B-703. Nothing in this subsection shall be construed as prohibiting a local board from serving multiple cities, counties, or cities and counties.

(d) **Qualifications.** – The appointing authority shall appoint members of a local board on the basis of the appointees' interest in public affairs, good judgment, knowledge, ability, and good moral character.

(e) **Vacancy.** – A vacancy on a local board shall be filled by the appointing authority for the remainder of the unexpired term. If the chairman's seat becomes vacant, the appointing authority may designate either the new member or an existing member of the local board to complete the chairman's term.

(f) **Removal.** – A member of a local board may be removed for cause at any time by the appointing authority. Local board members are subject to the removal provisions of G.S. 18B-202.

(g) **Compensation of Board Members.** – A local board member shall receive compensation in an amount not to exceed one hundred fifty dollars (\$150.00) per board meeting unless a different level of monetary compensation is approved by the appointing authority. If a different level is approved by the appointing authority, the appointing authority shall notify the

Commission of the approved level of compensation in writing. Any change in compensation approved by the appointing authority shall be reported to the Commission in writing within 30 days of the effective date of the change. No local board member shall receive any nonmonetary compensation or benefits unless specifically authorized by this section.

(g1) **(See Editor's note for applicability)** Compensation of General Managers of Local Boards. – The salary authorized for the general manager, as defined in G.S. 18B-101, of a local board shall not exceed the salary authorized by the General Assembly for the clerk of superior court of the county in which the appointing authority was originally incorporated unless such compensation is otherwise approved by the appointing authority. The local board shall provide the appointing authority's written confirmation of such approval to the Commission. Any change in compensation approved by the appointing authority shall be reported to the Commission in writing within 30 days of the effective date of the change. The general manager of a local board may receive any other benefits to which all employees of the local board are entitled. The salary authorized for other employees of a local board may not exceed that of the general manager.

(g2) Travel Allowance and Per Diem Rates. – Approved travel on official business by the members and employees of local boards shall be reimbursed pursuant to G.S. 138-6 unless the local board adopts a travel policy that conforms to the travel policy of the appointing authority and such policy is approved by the appointing authority. The local board shall annually provide the appointing authority's written confirmation of such approval to the Commission and a copy of the travel policy authorized by the appointing authority. Any excess expenses not covered by the local board's travel policy shall only be paid with the written authorization of the appointing authority's finance officer. A copy of the written authorization for excess expenses shall be submitted to the Commission by the local board within 30 days of approval.

(h) Conflict of Interest. – The provisions of G.S. 18B-201 shall apply to local board members and employees.

(i) Bond. – Each local board member and the employees designated as the general manager and finance officer of the local board shall be bonded in an amount not less than fifty thousand dollars (\$50,000) secured by a corporate surety, for the faithful performance of his duties. A public employees' blanket position bond in the required amount satisfies the requirements of this subsection. The bond shall be payable to the local board and shall be approved by the appointing authority for the local board. The appointing authority may increase the amount of the bond required for any member or employee who handles board funds.

(j) Limited Liability. – A person serving as a member of a local ABC board shall be immune individually from civil liability for monetary damages, except to the extent covered by insurance, for any act or failure to act arising out of this service, except where the person:

- (1) Was not acting within the scope of his official duties;
- (2) Was not acting in good faith;
- (3) Committed gross negligence or willful or wanton misconduct that resulted in the damage or injury;
- (4) Derived an improper personal financial benefit from the transaction; or
- (5) Incurred the liability from the operation of a motor vehicle.

The immunity in this subsection is personal to the members of local ABC boards, and does not immunize the local ABC board for liability for the acts or omissions of the members of the local ABC board.

(k) **(See Editor's note for applicability)** Nepotism. – Members of an immediate family shall not be employed within the local board if such employment will result in one member of the immediate family supervising another member of the immediate family, or if one member of the immediate family will occupy a position which has influence over another member's employment, promotion, salary administration, or other related management or personnel considerations. This subsection applies to local board members and employees.

For the purpose of this subsection, the term "immediate family" includes wife, husband, mother, father, brother, sister, son, daughter, grandmother, grandfather, grandson, and granddaughter. Also included are the step-, half-, and in-law relationships. It also includes other people living in the same household, who share a relationship comparable to immediate family members, if either occupies a position which requires influence over the other's employment, promotion, salary administration, or other related management or personnel considerations.

(l) Local Acts. – Notwithstanding the provisions of any local act, this section applies to all local boards. (1981, c. 412, s. 2; c. 747, s. 50; 1981 (Reg. Sess., 1982), c. 1262, s. 10; 1989, c. 800, s. 19; 2010-122, ss. 9-16; 2019-182, s. 16(b).)

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Resolution Approving a Lease Agreement with High Point University

FROM:

Lee Tillery
Parks & Recreation Director

MEETING DATE:

September 18, 2025

PUBLIC HEARING:

No

ADVERTISED DATE/BY:

N/A

ATTACHMENTS:

1. Resolution
 2. Lease Agreement
 3. Map
-

PURPOSE: City Council consideration of a resolution approving a lease agreement with High Point University (HPU) for the lease of a boathouse, adjoining parking lot and path located at the City's property known as Sailboat Point (more particularly identified on the attachments hereto).

BACKGROUND: The City of High Point and HPU have an established relationship in place to provide Oak Hollow Lake for their Women's Rowing program since 2023. This currently includes practice on Oak Hollow Lake, space for a temporary boathouse at Sailboat Point and access to docks. The proposed lease will be restricted to a new boathouse, adjacent parking lot and path leading to docks for use of the HPU Rowing team. The lease term is 10 years and the boathouse will be constructed on site at Sailboat Point upon approval.

BUDGET IMPACT: HPU will pay the City as rent the sum \$1.00 for each year of the 10-year term.

RECOMMENDED ACTION REQUESTED: City Council is requested to approve the resolution, adopt the attached lease agreement, and authorize the appropriate City Official(s) to execute all necessary documents.

**RESOLUTION OF THE HIGH POINT CITY COUNCIL
AUTHORIZING THE LEASE OF PROPERTY**

WHEREAS, the City of High Point (“City”) owns the following property in High Point, Guilford County, North Carolina: 1306 Timberlane Drive, as described in Deed Book 2427 Page Number 692; 1310 Timberlane Drive, as described in Deed Book 7935 Page Number 1116; 1310 R1 Timberlane Drive, as described in Deed Book 2422 Page Number 361; 1316 Timberlane Drive, as described in Deed Book 1996 Page Number 234; and 3710 Waterview Road, as described in Deed Book 8071 Page Number 2912 (collectively, “Property”);

WHEREAS, North Carolina General Statute § 160A-272 authorizes the City to lease City owned property that will not be needed by the City for the term of the lease pursuant to a resolution of the High Point City Council (“City Council”) authorizing the execution of the lease adopted at a regular council meeting upon thirty (30) days’ public notice;

WHEREAS, High Point University (“Tenant”) desires to lease a portion of the Property totaling approximately 0.6 acre (the “Premises”) from the City for ten (10) years and has agreed to lease payments of \$1.00 per year;

WHEREAS, the City finds that the Premises will not be needed by the City for the term of the lease;

WHEREAS, the remainder of the Property, totaling approximately 3.4 acres, will continue to be used by the City and the general public; and

WHEREAS, the City Council convened in a regular meeting on the date so noted below.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the lease for the Leased Area located on a portion of the Property at 1306 Timberlane Drive, 1310 Timberlane Drive, 1310 R1 Timberlane Drive, 1316 Timberlane Drive, and 3710 Waterview Road, High Point, Guilford County, North Carolina, for a term of ten (10) years, for lease payments of \$1.00 per year, and hereby authorizes the City Manager or designee to execute any instruments as necessary.

Adopted by City Council this 22nd day of September, 2025.

CITY OF HIGH POINT

By: _____
Cyril Jefferson, Mayor

Attest: _____
Sandra Keeney, City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), made and entered into this _____ day of _____, 2025 by and between the **CITY OF HIGH POINT**, a North Carolina municipal corporation having a principal address of 211 South Hamilton Street, High Point, North Carolina 27260 ("Landlord") and **HIGH POINT UNIVERSITY**, a North Carolina nonprofit corporation having a principal address of 1 University Parkway, High Point, North Carolina 27268 ("Tenant"). Landlord and Tenant are sometimes referred to herein each as a "Party" and collectively as the "Parties."

1. **LEASE.** Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant, and Tenant leases from Landlord, a portion of that certain property together with the improvements thereon and the fixtures therein, known as 1306 Timberlane Drive, 1310 Timberlane Drive, 1310 R1 Timberlane Drive, 1316 Timberlane Drive, 3700 Waterview Road, and 3710 Waterview Road, totaling approximately 0.6 acres of land, as more particularly described on Exhibit A attached hereto and incorporated herein by reference ("Premises").

2. **TERM.** This Lease is for a period of ten (10) years ("Term") and shall begin on the date that construction begins on the rowing storage facility to be built on the Premises (the "Effective Date"). The Term, unless extended or sooner terminated as herein provided, shall continue for ten (10) years from the Effective Date.

3. **RENT.** Tenant shall pay to Landlord as rent the sum of \$1.00 for each year of the term. Rent payments are due in total (\$10.00) at commencement of the Lease.

4. **PURPOSE.** Tenant may not use the Premises for any purpose other than as a rowing storage facility containing the boats, dock, and other equipment of the High Point University Rowing Program.

5. **CONDITION OF PREMISES; REPAIRS.** Tenant will, at its sole expense, maintain the Premises, both inside and outside, in a good state of repair and preservation, except for ordinary wear or tear or obsolescence in spite of repair. Items Tenant will maintain include, but are not limited to, any and all roofing structures and supports, mechanical systems, and plumbing fixtures and infrastructure serving the Premises, including the docks. Landlord will be responsible for the maintenance and upkeep of the grounds surrounding the Premises. Tenant will not use or permit the use of any part of the Premises for any unlawful purpose or permit any unsafe or unsanitary condition or nuisance to exist thereon. At the end of the Term, Landlord will assume responsibility for the maintenance of the Premises, both inside and outside.

6. **USE AND CARE OF THE PREMISES.**

a. Tenant will use the Premises in accordance with the Rules and Regulations of the City of High Point Parks and Recreation Department as adopted and as may be amended from time to time by the High Point City Council. Tenant specifically agrees that Tenant's access to the Premises and any improvements thereon for all rights granted under this Lease shall be restricted as provided by the Rules and Regulations of the City of High Point Parks and Recreation Department, which are incorporated herein by reference.

- b. The Premises shall not be used as an investment property.
- c. Unless permitted by Landlord in writing, the Premises shall not be used in a trade or business, including the following uses:
 - i. As a place that is used for the purpose of meeting or dealing with patients, clients, or customers in the course of trade or business or that is otherwise used for or in connection with any trade or business;
 - ii. As a place where inventory is held for use in the trade or business of selling products at wholesale or retail; or
 - iii. For lease or rent to any other person or entity.

7. **ALTERATIONS; FIXTURES.** Tenant shall have the right from time to time to substitute personal property or fixtures constituting a part of the Premises. During the Term, any additions or expansions shall be undertaken only after Tenant obtains written approval from Landlord.

8. **UTILITIES.** Tenant shall pay all proper charges for all utilities, including oil, gas, electricity, water, sewer, garbage collection, cable, internet, and telephone, as applicable.

9. **ASSIGNMENT; SUBLETTING.** Tenant may neither assign nor sublet either any rights in or any part of the Premises without the advanced written consent of Landlord. Tenant shall remain liable to Landlord under this Lease regardless of any assignment or sublease.

10. **INSURANCE.** Tenant will obtain such insurance or evidence of insurance as Landlord may reasonably require, including, but not limited to, the following:

- a. Commercial property insurance covering building and contents on a replacement cost basis. Tenant shall be responsible for all losses not covered by insurance. Tenant will pay both the premium and the deductible for insured losses.

- b. Liability Insurance:

- i. General Commercial Liability Insurance with a combined single limit not less than \$1,000,000 per occurrence; an aggregate limit not less than \$2,000,000 per year, covering premises/operations, projects/completed operations, property damage, explosion, collapse, and underground hazards if the hazards exist in the performance of this Lease, and contractual liability, Landlord must be named as an additional insured when this coverage is not provided by self-insurance, and an original of the endorsement to effectuate the coverage must be attached to the certificate. If by blanket endorsement, the agent may so indicate in the GL section of the certificate in lieu of an original endorsement.

ii. Workers' Compensation Insurance covering statutory benefits, employees, owners or partners, officers, employers' liability, any limits, Tenant shall provide such certification of same to Landlord.

c. All insurances mentioned in this section shall:

i. Be provided by companies authorized to do business in the state of North Carolina, or through programs of self-insurance. These companies must have a best rating of A or better;

ii. Be evidenced by a certificate providing notice to the Landlord of not fewer than thirty (30) days prior to cancellation or reduction of coverage; and

iii. Have certificates sent as addressed below:

Attn: City Attorney's Office,
City of High Point
P.O. Box 230
High Point, NC 27261

Both the insurance certificate and the additional insured endorsement, if applicable, must be approved by Landlord's Finance Officer before Tenant can engage in any work under this Lease.

11. **ACCESS.** Landlord and its agents and contractors may enter the Premises, including the interior, in case of emergency or with the consent of Tenant. Without limiting its rights under the preceding sentence, the Parties agree that Landlord and its agents and contractors may enter the Premises, excluding the interior, during daylight hours to make surveys, repairs, improvements, inspections, and do other work. During the last ten (10) weeks of the Term and until the Premises have been rented beyond the Term or sold, Tenant shall permit Landlord to show the Premises, including the interior, to prospective tenants or purchasers, from 8:00 AM - 4:30 PM, Monday through Friday. The Landlord may place and maintain "For Sale," "For Rent," and similar signs on the Premises.

12. **VACATING.** At Landlord's option, upon the conclusion of the Term or earlier termination of the Lease, the rowing storage facility and other improvements constructed on the Premises by Tenant shall remain on the Premises and become the property of the Landlord, or Tenant will have the option to either remove or demolish the rowing storage facility and other improvements at Tenant's expense. Tenant shall be responsible for restoring the Premises and any other areas disturbed by such removal or demolition to a condition substantially equivalent to their original condition. Unless the Parties renew or extend this Lease, at the conclusion of the Term:

a. Tenant shall surrender vacant possession of the Premises on or before the end of the Term. Time is of the essence in complying with the preceding sentence.

b. On vacating the Premises, Tenant shall see that all utilities are paid in full and disconnected (unless other arrangements are agreed to in writing by Landlord), that the Premises (including, if applicable, plumbing fixtures, stoves, refrigerators, and sinks) are clean, that the doors and windows are closed and locked, and that all other provisions of this Lease are complied with. So that Landlord may provide security to the Premises after the Premises are vacant and may use the Premises for its purposes, Tenant shall notify Landlord in advance of the expected date that the Premises will become vacant and shall also notify Landlord within one (1) working day after the Premises actually become vacant, even if Tenant vacates the Premises before the end of the Term.

c. If Tenant fails to comply with its obligations under this Section, Tenant shall be liable for resulting damages suffered by Landlord, including, if applicable, the inability to use the Premises for the purposes for which Landlord has provided notice to Tenant, which notice may be given before or during the Term.

13. **DEFAULT.** Should Tenant during the Term abandon or vacate the Premises or fail to comply with or abide by and perform any other material obligation imposed upon Tenant under this Lease, which failure is not cured within sixty (60) days of written notice by Landlord, Landlord may terminate this Lease by giving written notice to Tenant and, upon such termination, shall be entitled to recover from Tenant damages as may be permitted under applicable law.

14. **INDEMNIFICATION.** To the maximum extent allowed by law, Tenant shall defend, indemnify, and save harmless Landlord, its officers, officials, independent contractors, agents, and employees ("Indemnitees") from and against all claims, judgments, costs, damages, losses, demands, liabilities, obligations, fines, penalties, settlements, and expenses, including interest and reasonable attorney's fees ("Charges") that arise in any manner from an act or omission of Tenant in connection with or out of this Lease or out of the use or occupancy of the Premises pursuant to this Lease, including for contamination of the Premises or Landlord's other property with petroleum products (including oil, gasoline, and kerosene), hazardous wastes, hazardous substances, hazardous materials, toxic substances, toxic wastes, hazardous air pollutants, or toxic pollutants. Tenant shall, at Tenant's sole expense, defend Indemnitees with legal counsel reasonably acceptable to Landlord. Tenant further indemnifies and holds Landlord harmless from all claims for damages to persons or property by reason of Tenant's, Tenant's students', or Tenant's guests' use or occupancy of the Premises or any act or neglect of Tenant, its employees, contractors, agents, or students, including, without limitation, all expenses incurred by Landlord as a result of such act or neglect. Tenant is not required to indemnify or hold harmless Indemnitees from or against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the gross negligence, in whole or in part, of Indemnitees.

15. **ADA.** If Tenant receives any notice or document which alleges any violation of the Americans with Disabilities Act, as amended ("ADA"), relating to the Premises, pertains to any claim made or threatened relating to the Premises, or pertains to any governmental or regulatory action or investigation instituted or threatened relating to the Premises regarding alleged noncompliance with the ADA, Tenant shall, within ten (10) days of receipt of such notice or document, provide Landlord with a copy.

16. FIRE; CASUALTY; EMINENT DOMAIN.

a. If the Premises or any portion thereof is destroyed or damaged in whole or in part by fire or other casualty or title to or the temporary use of the Premises or any portion thereof shall be taken by the exercise of the power of eminent domain, and the Tenant receives net proceeds from insurance or any condemnation award in connection therewith, such proceeds shall be utilized to rebuild, repair, or replace the Premises, if practicable.

b. If Landlord decides to raise the level of Oak Hollow Lake and needs to reclaim the Premises from Tenant, Landlord may terminate this Lease and, at Landlord's option, the boathouse and other improvements constructed on the Premises by Tenant shall remain on the Premises and become the property of Landlord, or Tenant will demolish the improvements at Tenant's expense.

17. EFFECTS ON OTHER RIGHTS. Landlord shall not be liable for any loss or damage occurring to the personal property of Tenant except through the intentional act of Landlord and as otherwise provided by law or this Lease. Nothing in this Lease shall limit Landlord's governmental powers regarding the Premises, including eminent domain, zoning, subdivision, and police.

18. ADDRESSES; NOTICES.

Notices to Tenant shall be in writing and sent to:

High Point University
One University Parkway
High Point, NC 27268
Attn: Barry Kitley

With a copy to:
Elizabeth M. Koonce, Attorney
Roberson Haworth & Reese, PLLC
P.O. Box 1550
High Point, NC 27261

Notices to Landlord shall be in writing and sent to:

Attn: Director
City of High Point Parks and Recreation Department
136 Northpoint Ave
High Point, NC 27262

With a Copy to:
Attn: City Attorney's Office
City of High Point
P.O. Box 230
High Point, NC 27261

By sending written notice stating its new address, either Party may change the address to which notices and rent may be sent.

19. **COMPLIANCE WITH LAW.** Tenant shall comply with all federal, state, and local laws, regulations, ordinances, and standards applicable to its use of the Premises.

20. **E-VERIFY.** Tenant certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Lease, Tenant will continue to comply with those requirements. Tenant also certifies that it will require all of its contractors and subcontractors that perform any work pursuant to this Lease to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this provision shall be deemed a material breach of this Lease.

21. **INTERPRETATION.** Unless the context requires otherwise, the singular includes the plural and vice versa. "Including" and "included" mean including or included but not limited to. The headings of sections and subsections of this Lease are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

22. **GOVERNING LAW.** The Parties intend that this Lease and the relationship of the Parties shall be governed by the internal laws of the State of North Carolina.

23. **DISPUTE RESOLUTION; JURISDICTION; VENUE.** Any dispute arising under this Lease may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this Lease shall be state courts in the State of North Carolina. Venue for such proceedings shall be Guilford County.

24. **GOVERNMENTAL IMMUNITY.** The City makes no waiver of governmental immunity.

25. **ENTIRE AGREEMENT.** All of the representations and obligations of the Parties are contained herein, and no modification, waiver, or amendment of this Lease, or of any of its conditions or provisions, shall be binding upon a Party unless agreed to in writing by the other Party.

26. **SEVERABILITY.** If any section, subsection, term, or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term, or provision of this Lease or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term, or provision of this Lease shall be valid or enforceable to the fullest extent permitted by law.

27. **FURTHER ASSURANCES.** Each Party agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as the other Party may reasonably require to consummate, evidence, or confirm this Agreement.

Separate signature pages follow.

IN WITNESS WHEREOF, the undersigned have executed this Lease as of the date first written above.

LANDLORD:

CITY OF HIGH POINT

By: _____
Tasha Logan Ford, City Manager

ATTEST:

Sandra Keeney, City Clerk

NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public for the County and State aforesaid, do hereby certify that Sandra Keeney personally appeared before me this day and acknowledged that she is City Clerk for the City of High Point, and that by authority duly given, the foregoing Agreement was signed in its name by its City Manager, sealed with its corporate seal, and attested by her as its City Clerk. Witness my hand and official seal, this _____ day of _____, _____.

Notary Public

My commission expires: _____

TENANT:

HIGH POINT UNIVERSITY

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public for the County and State aforesaid, do hereby certify that _____ personally appeared before me this day and acknowledged that he/she is the _____ of High Point University, a nonprofit corporation, and that by authority duly given and as the act of the corporation, the foregoing Lease was signed in its name and sealed with its corporate seal.

Witness my hand and official seal, this _____ day of _____, 20____.

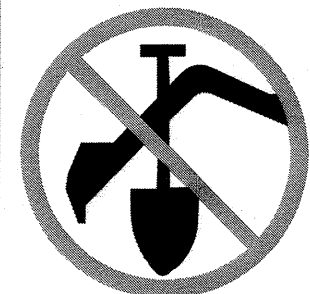
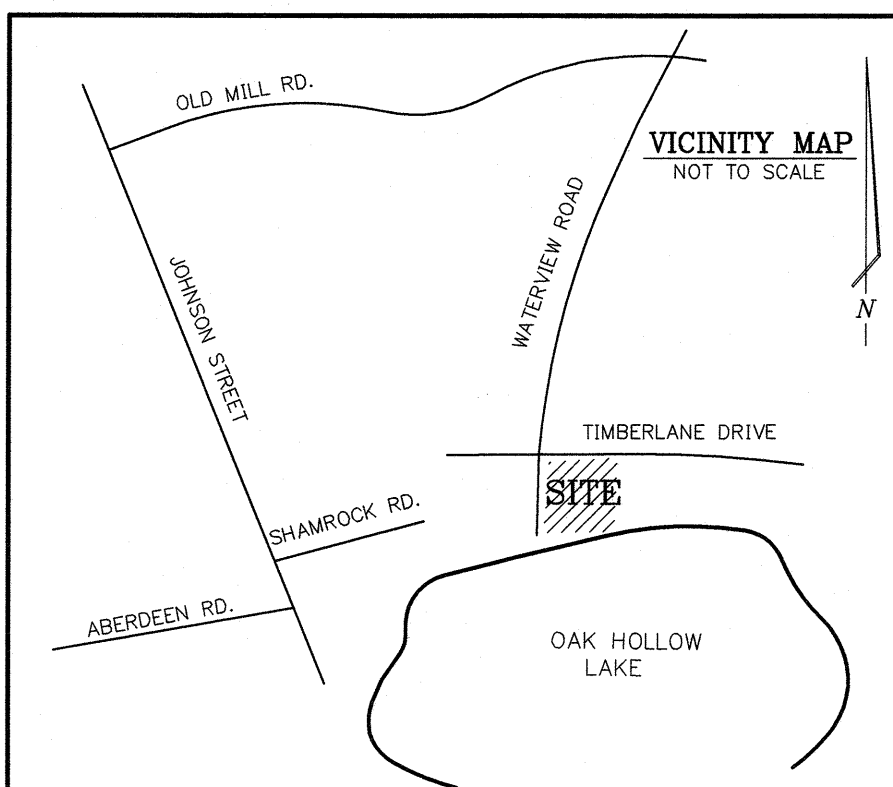
Notary Public

My commission expires: _____

Exhibit A

Property Description

DRAFT



BEFORE YOU DIG!
CALL 811
N.C. ONE-CALL CENTER
IT'S THE LAW!

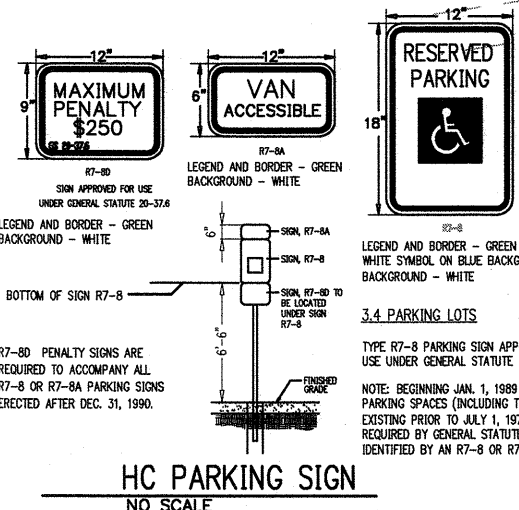
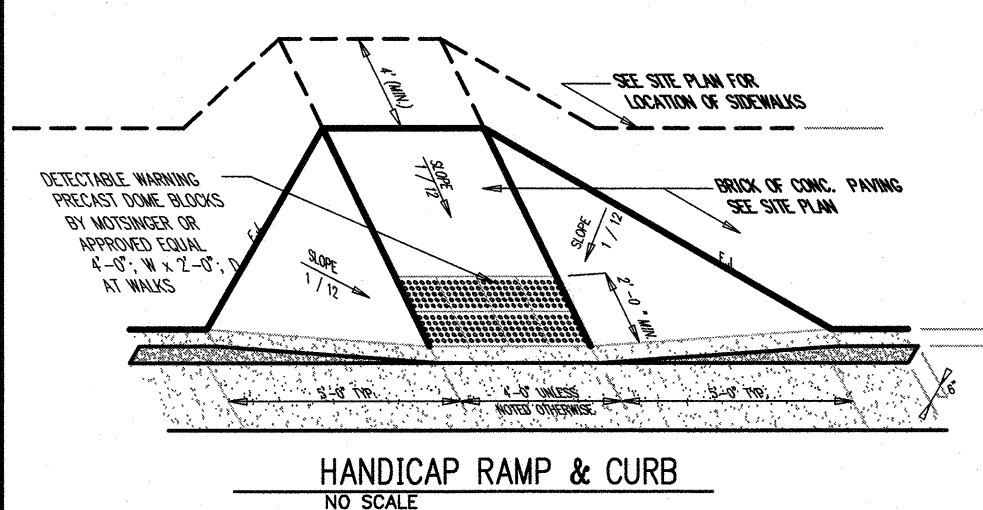
- MATERIAL AND INSTALLATION SPECIFICATIONS**
1. SHOP DRAWINGS FOR ALL MATERIALS WILL BE SUBMITTED TO THE ENGINEER FOR APPROVAL INCLUDING, BUT NOT LIMITED TO, WATER LINE, WATER VALVES, STORM STRUCTURES, STORM PIPING, ASPHALT MIX DESIGNS AND CONCRETE MIX DESIGNS.
 2. ALL ROADWAY AND STORM DRAINAGE MATERIALS AND METHODS OF INSTALLATION SHALL CONFORM WITH N.C. DEPT. OF TRANSPORTATION STANDARDS INCLUDING, BUT NOT LIMITED TO, ASPHALT PAVEMENT, STONE BASE, 24" CURB AND GUTTER, STORM PIPE AND STORM INLET STRUCTURES.
 3. A MINIMUM 95% STANDARD PROCTOR DENSITY OR AS APPROVED BY THE SITE GEO-TECH ENGINEER. NO ASPHALT OR STONE BASE MATERIAL WILL BE INSTALLED UNTIL WHICH TIME THE SITE'S GEO-TECH ENGINEER HAS APPROVED THE SUBGRADE AND STONE BASE. AREAS REQUIRING PLACEMENT OF FILL WITHIN AND ADJACENT TO THE BUILDING WILL BE PLACED IN ACCORDANCE WITH REQUIREMENTS OF THE SITE'S GEO-TECH ENGINEER.
 4. ALL CUT AND FILL SLOPES SHALL BE 3:1 OR GREATER UNLESS INDICATED OTHERWISE.
 5. THE CONTRACTOR SHALL OBTAIN FROM THE CITY OF HIGH POINT ENGINEERING DEPARTMENT THE CITY'S STANDARD SPECIFICATIONS FOR WATER AND SEWER LINE CONSTRUCTION. ALL MATERIALS AND METHODS OF INSTALLATION/TESTING SHALL CONFORM WITH THESE AND PLUMBING CODE STANDARDS INCLUDING, BUT NOT LIMITED TO, PRESSURE TESTING AND CHLORINATION.

- BUILDING INSPECTIONS AND HANDICAP ACCESSIBILITY NOTES**
1. ALL SIDEWALKS TO HANDICAP ACCESSIBLE ENTRANCES SHALL BE MAINTAINED AT SLOPES LESS THAN 3% (1:20). AREAS OF HANDICAP SPACES AND ISLES SHALL NOT EXCEED SLOPES GREATER THAN 2% IN ANY DIRECTION INCLUDING THE DIAGONAL.
 2. HANDICAP SIGNS WILL BE PROVIDED IN CONFORMANCE WITH CURRENT CITY/ADA STANDARDS.
 3. LANDINGS OUTSIDE ALL DOORS/ENTRANCES SHALL BE SIZED PER THE NORTH CAROLINA BUILDING CODE (NCBC), BE AT THE SAME ELEVATION AS THE FFE, AND SHALL HAVE A MAX. 2% SLOPE IN ANY DIRECTION INCLUDING THE DIAGONAL.
 4. THERE SHALL BE LEVEL TURNING AREAS (MAX. 2% SLOPE IN ANY DIRECTION INCLUDING THE DIAGONAL) ON ALL SIDEWALKS WHERE AN INTERSECTING SIDEWALK CONNECTS WITH IT.
 5. THERE SHALL BE NO DESIGNATED PEDESTRIAN ROUTES/ SIDEWALKS WITHIN THE SITE EXCEPT WHERE LABELED AS A RAMP WITH RAILS, WHICH EXCEED A 5% SLOPE IN THE DIRECTION OF TRAVEL AND A 2% CROSS-SLOPE.
 6. EXTERIOR EXIT DISCHARGE ILLUMINATION/LIGHTING SHALL BE REQUIRED FROM ALL EXIT DOORS TO THE PUBLIC WAY IN COMPLIANCE WITH NCBC 1008.
 7. THE SLOPES IN THE ACCESSIBLE PARKING SPACE/ACCESSIBLE AREA SHALL NOT EXCEED 2% IN ANY DIRECTION INCLUDING THE DIAGONAL.

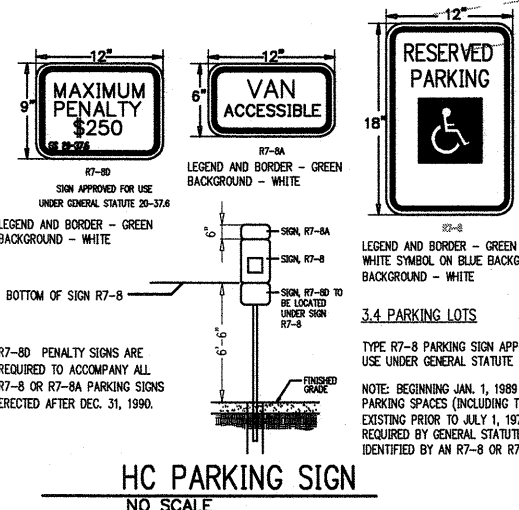
- UTILITY NOTES**
1. THE LOCATIONS INDICATED FOR WATER, SEWER AND STORM TO ENTER THE BUILDING ARE APPROXIMATE. THE CONTRACTOR SHALL REFER TO PLUMBING PLANS FOR THE EXACT LOCATION OF TIE-IN OR EXTENSION INTO THE BUILDING AND PROVIDE ADAPTERS AS NECESSARY.
 2. ALL WATER AND SEWER LINES SHALL BE INSTALLED WITH A MINIMUM COVER OF 42" TO THE TOP OF THE PIPE.
 3. ALL ON-SITE WATER & SEWER UTILITIES SHALL BE CONSTRUCTED TO THE CITY OF HIGH POINT STANDARDS. HOWEVER, ALL UTILITIES NOT LOCATED WITHIN A PUBLIC EASEMENT OR PUBLIC RIGHT-OF-WAY SHALL BE PRIVATE WITH MAINTENANCE TO THE WATER, SEWER AND STORM SYSTEMS PROVIDED BY THE PROPERTY OWNER.
 4. THE CONTRACTOR SHALL CONTACT THE CITY OF HIGH POINT ENGINEERING SERVICES DEPARTMENT, CONSTRUCTION INSPECTION DIVISION, AT (336) 688-5836 PRIOR TO THE START OF ANY WATER AND SANITARY SEWER CONSTRUCTION AS WELL AS FOR ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY FOR WATER OR SANITARY SEWER TAPS, DRIVEWAYS, SIDEWALKS, STORM DRAINAGE OR ROADWAY IMPROVEMENTS.
 5. OBTAIN RIGHT-OF-WAY DISTURBANCE PERMIT AND PAY ALL ASSOCIATED FEES FOR ALL INSTANCES WHERE EXISTING CONCRETE OR ASPHALT IS TO BE REMOVED IN THE ROW. LIST AND SHOW THE SQUARE FOOTAGE OF ALL AFFECTED DISTURBED AREAS. CALCULATE THE FEES AS FOLLOWS:
DISTURBED AREA:
FIRST 400 S.F. = \$0.25 PER SQUARE FOOT
EACH ADDITIONAL S.F. = \$0.50 PER SQUARE FOOT
ADD THE TOTALS OF THE PERMIT FEE AND SQUARE FOOTAGE AND LIST THE TOTAL FEE AMOUNT ON THE COVER SHEET OF THE PLANS. FOLLOWING PLAN APPROVAL YOU WILL BE INVOICED FOR THE FEE AMOUNT. PRIOR TO STARTING ANY DISTURBANCE WORK, PLEASE COORDINATE WITH JEREMIAH JOHNSON, AT (336) 688-5836 IN ENGINEERING SERVICES FOR THE PERMIT APPLICATION.
 6. SUBMIT AS-BUILT DRAWING AFTER CONSTRUCTION TO THE CITY OF HIGH POINT ENGINEERING SERVICES DEPARTMENT, CONSTRUCTION INSPECTION DIVISION AT (336) 688-5836 THAT SHOWS THE WATER OR SANITARY SEWER TAPS, DRIVEWAYS, SIDEWALKS, STORM DRAINAGE OR ROADWAY IMPROVEMENTS.
 7. LIGHTING PLAN IS REQUIRED TO BE SUBMITTED AS PART OF SITE PLAN SUBMITTAL THAT INCLUDES POLE LOCATION, FIXTURE TYPE, POLE HEIGHT AND FIXTURE SHIELDING. CERTIFICATION MUST BE PROVIDED, ENSURING THE PROPOSED DEVELOPMENT COMPLIES WITH EXTERIOR LIGHTING STANDARDS OF THE DEVELOPMENT ORDINANCE. FOR MORE INFORMATION, PLEASE SEE SECTION 5.10. OF THE DEVELOPMENT ORDINANCE.

EXHIBIT A

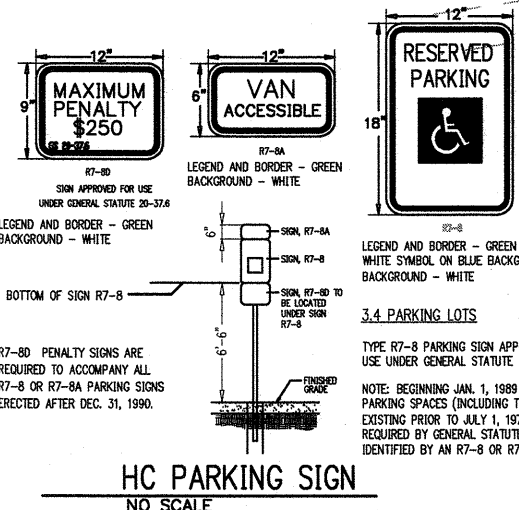
Premises



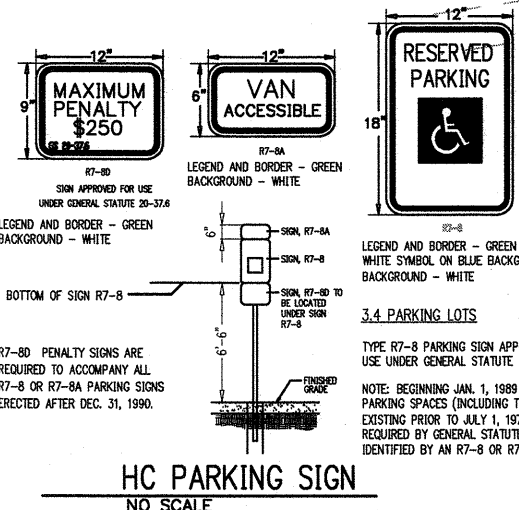
HC PARKING SIGN
NO SCALE



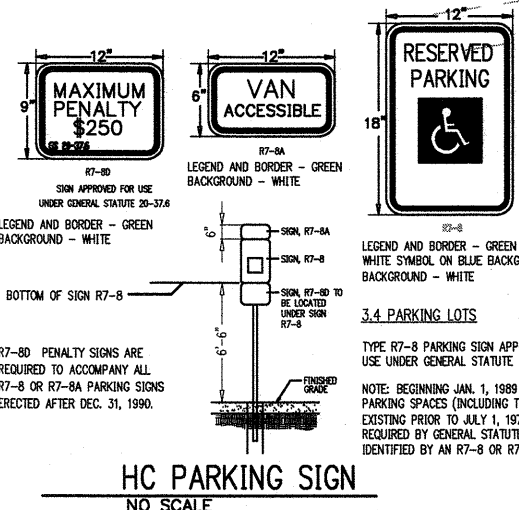
RESERVED PARKING
NO SCALE



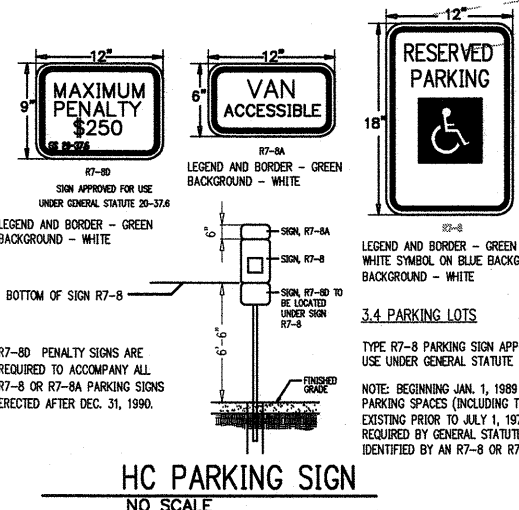
VAN ACCESSIBLE
NO SCALE



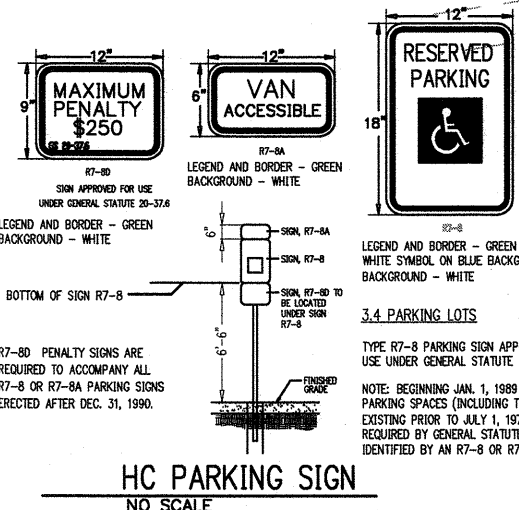
MAXIMUM PENALTY
NO SCALE



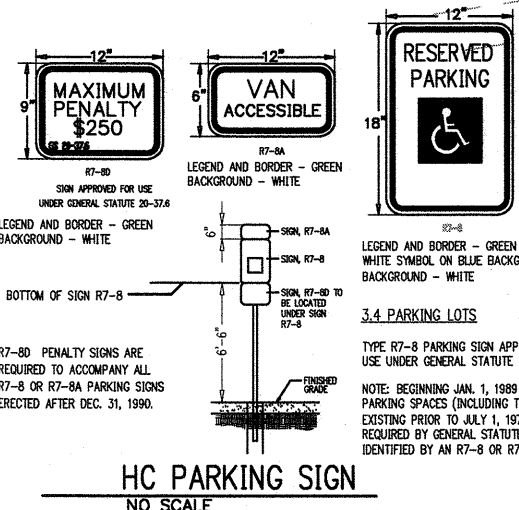
RESERVED PARKING
NO SCALE



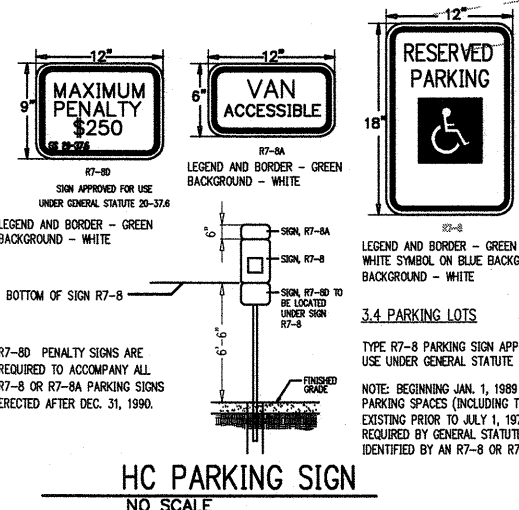
VAN ACCESSIBLE
NO SCALE



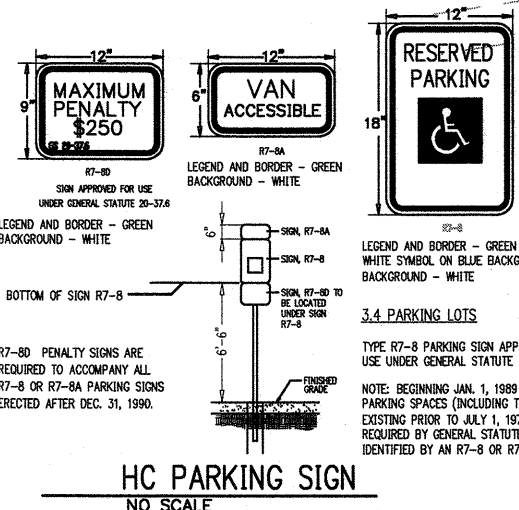
MAXIMUM PENALTY
NO SCALE



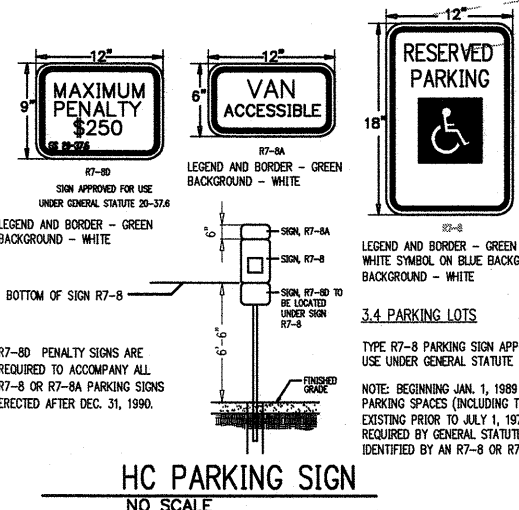
RESERVED PARKING
NO SCALE



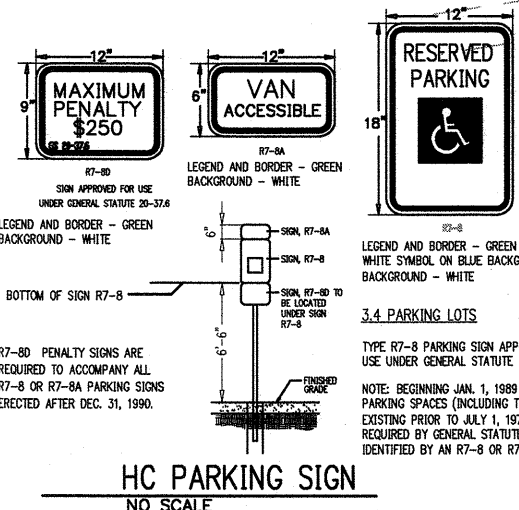
VAN ACCESSIBLE
NO SCALE



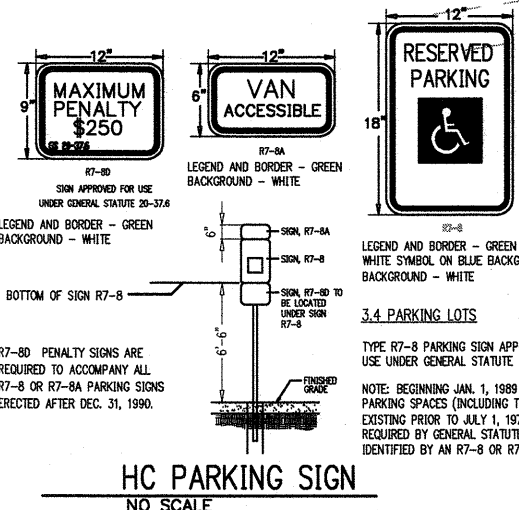
MAXIMUM PENALTY
NO SCALE



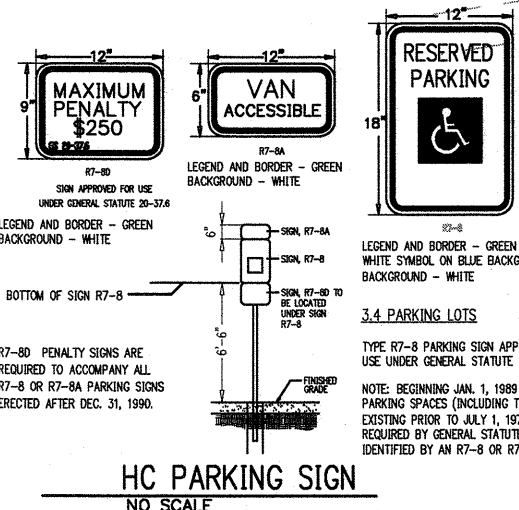
RESERVED PARKING
NO SCALE



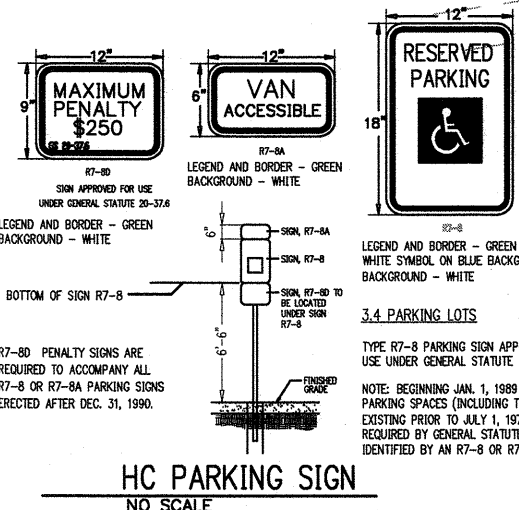
VAN ACCESSIBLE
NO SCALE



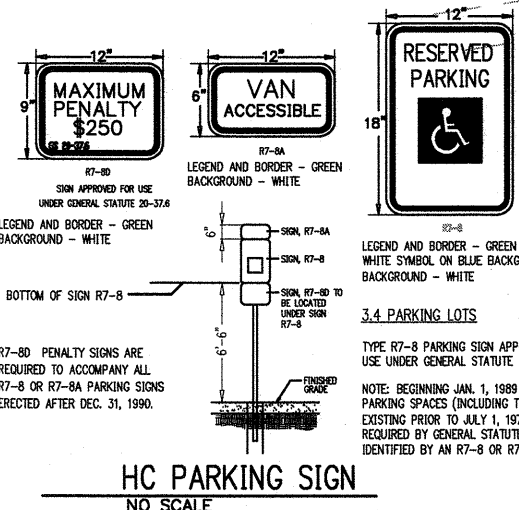
MAXIMUM PENALTY
NO SCALE



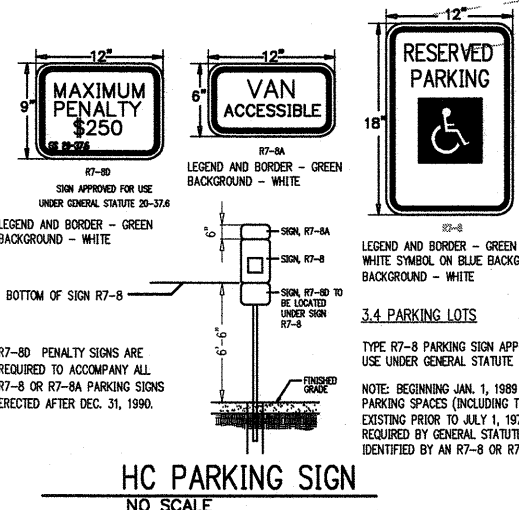
RESERVED PARKING
NO SCALE



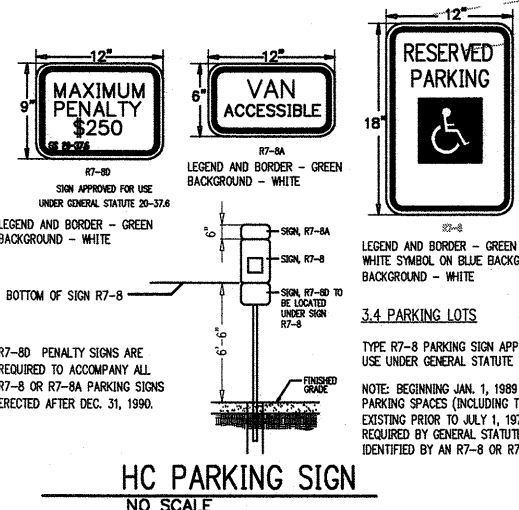
VAN ACCESSIBLE
NO SCALE



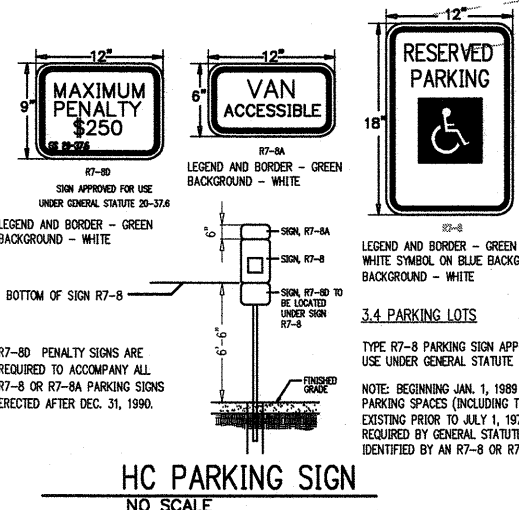
MAXIMUM PENALTY
NO SCALE



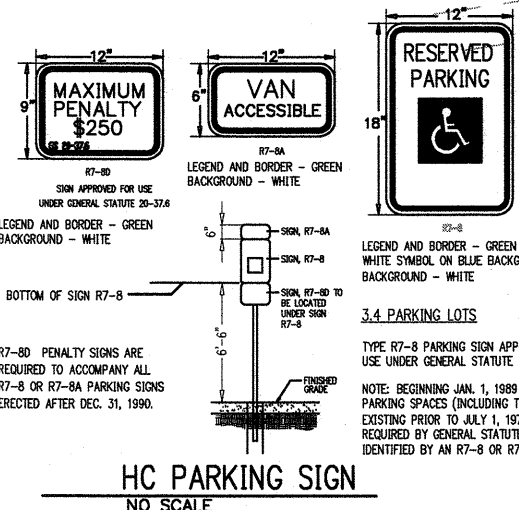
RESERVED PARKING
NO SCALE



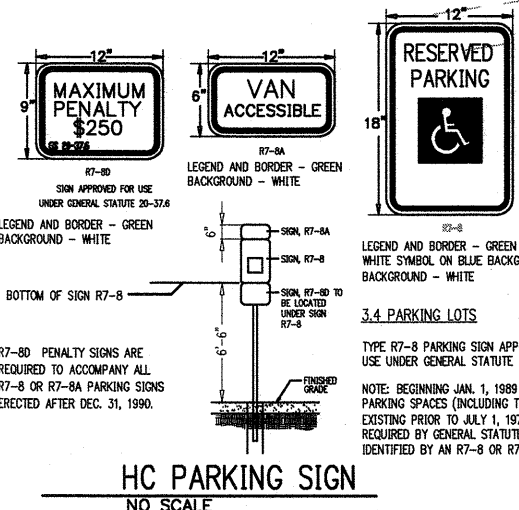
VAN ACCESSIBLE
NO SCALE



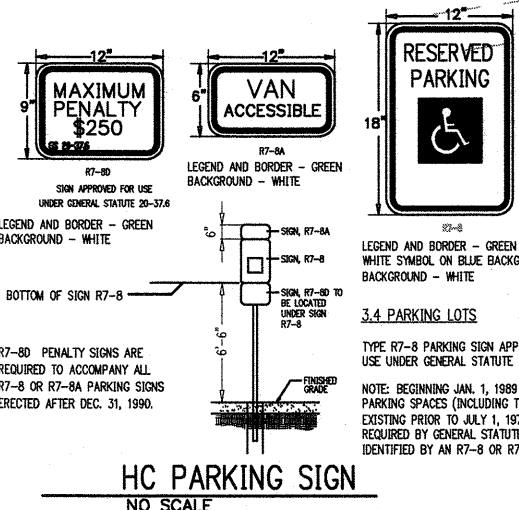
MAXIMUM PENALTY
NO SCALE



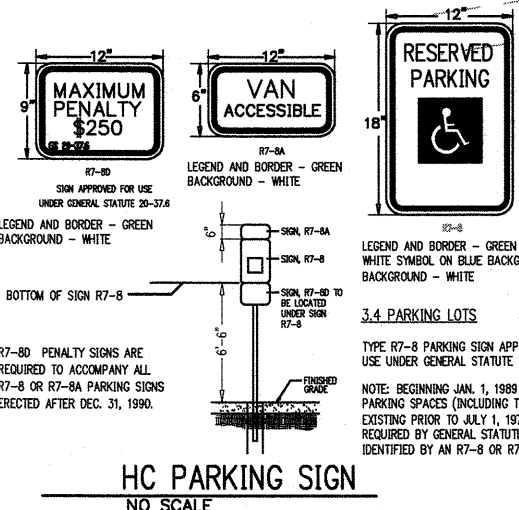
RESERVED PARKING
NO SCALE



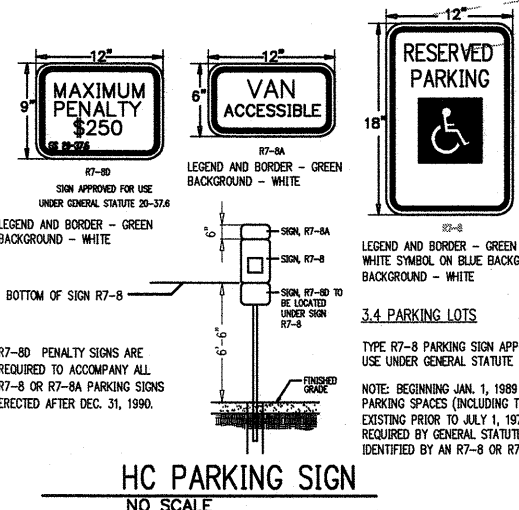
VAN ACCESSIBLE
NO SCALE



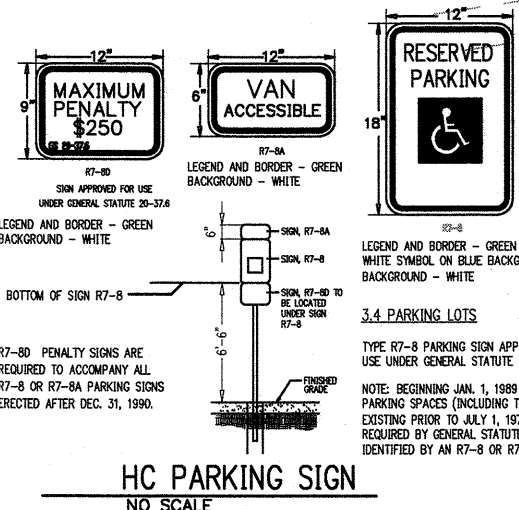
MAXIMUM PENALTY
NO SCALE



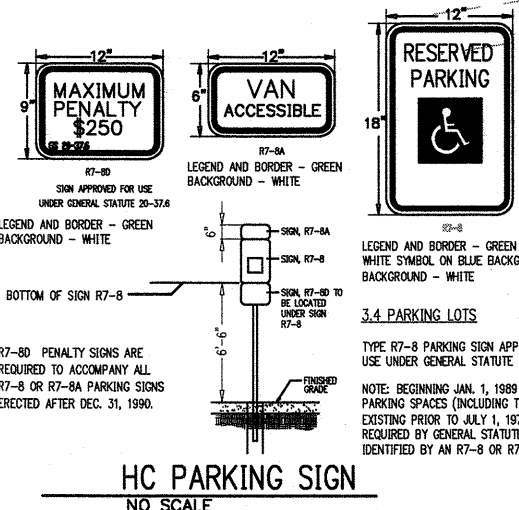
RESERVED PARKING
NO SCALE



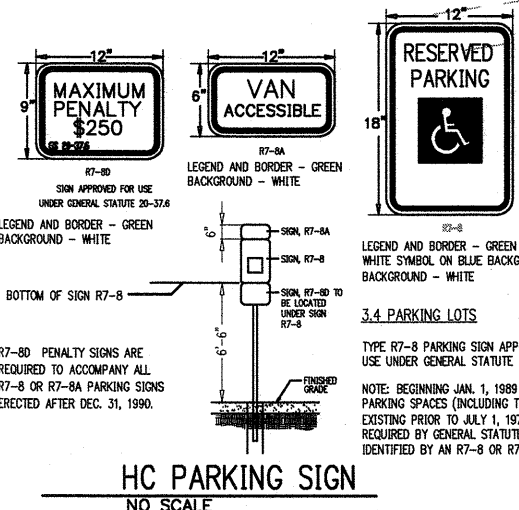
VAN ACCESSIBLE
NO SCALE



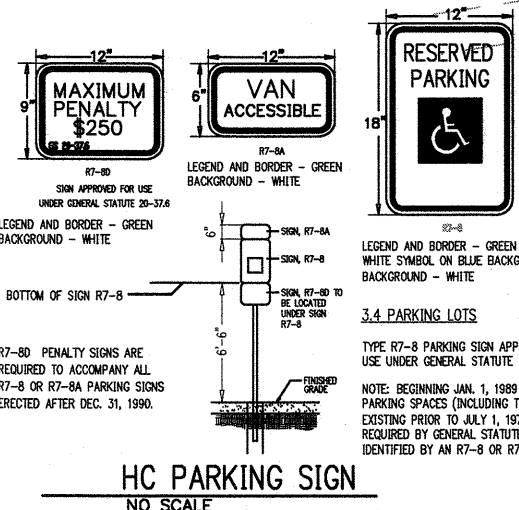
MAXIMUM PENALTY
NO SCALE



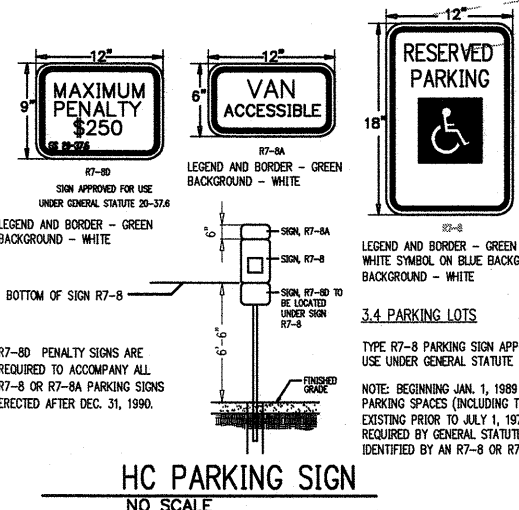
RESERVED PARKING
NO SCALE



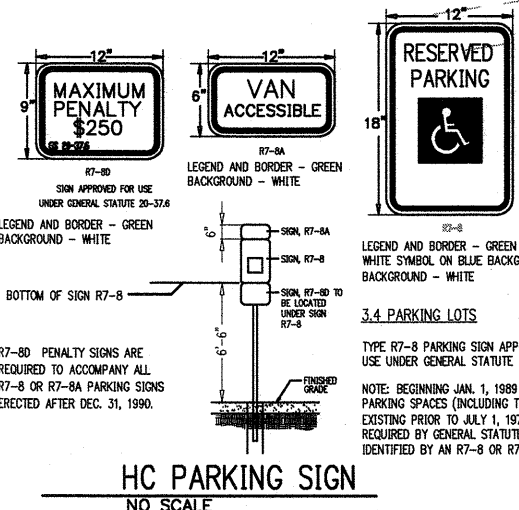
VAN ACCESSIBLE
NO SCALE



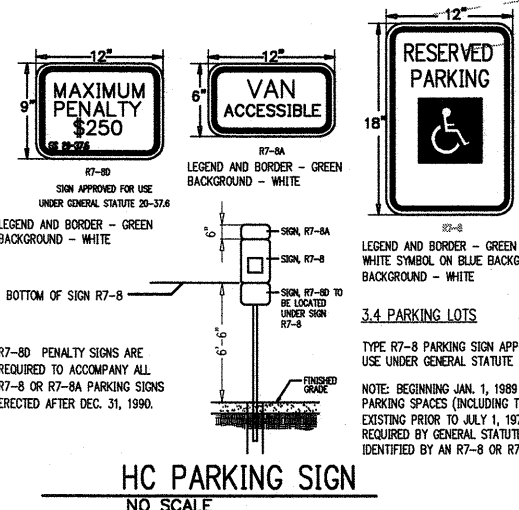
MAXIMUM PENALTY
NO SCALE



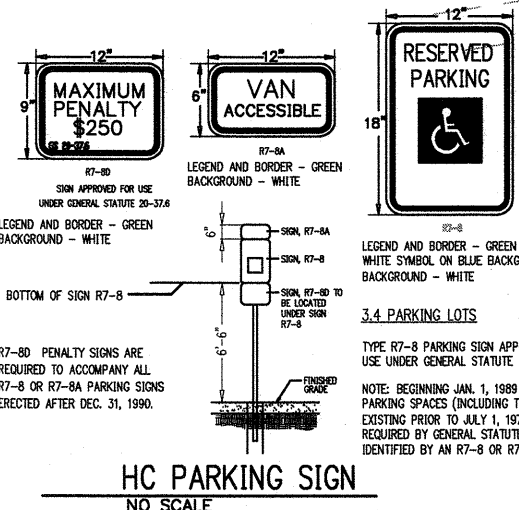
RESERVED PARKING
NO SCALE



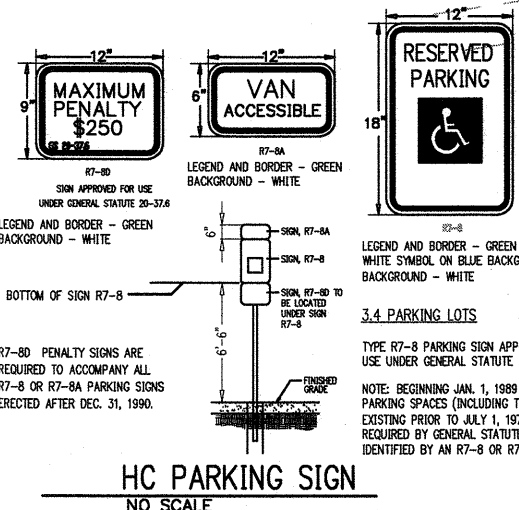
VAN ACCESSIBLE
NO SCALE



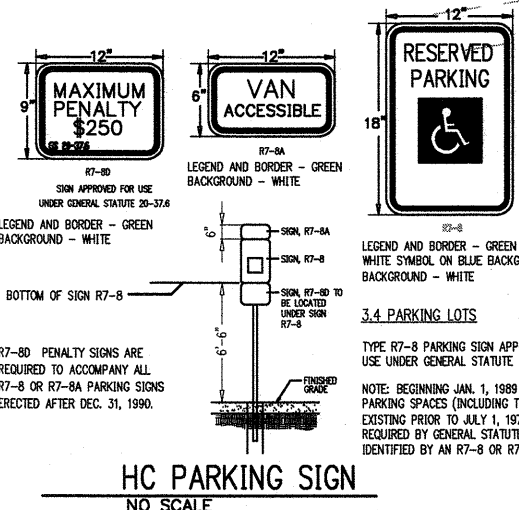
MAXIMUM PENALTY
NO SCALE



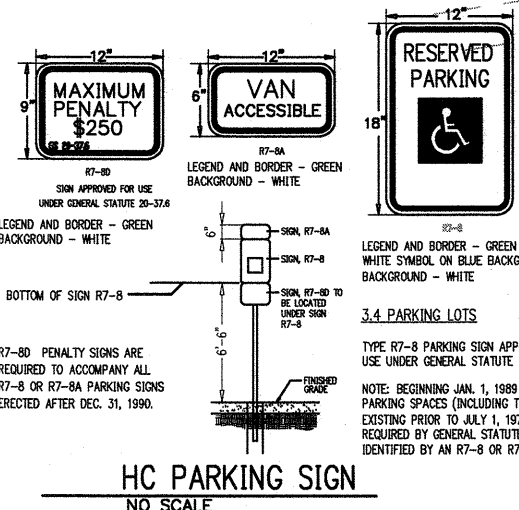
RESERVED PARKING
NO SCALE



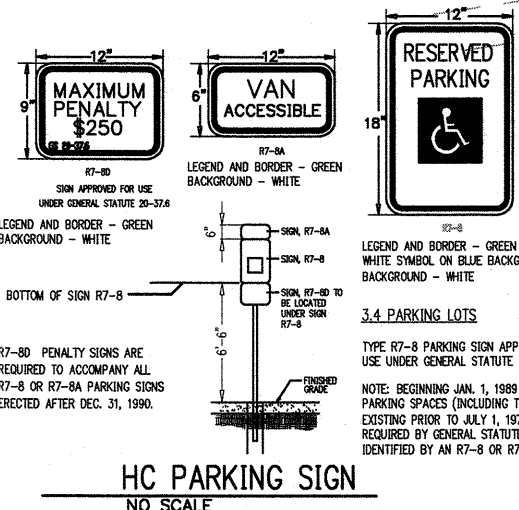
VAN ACCESSIBLE
NO SCALE



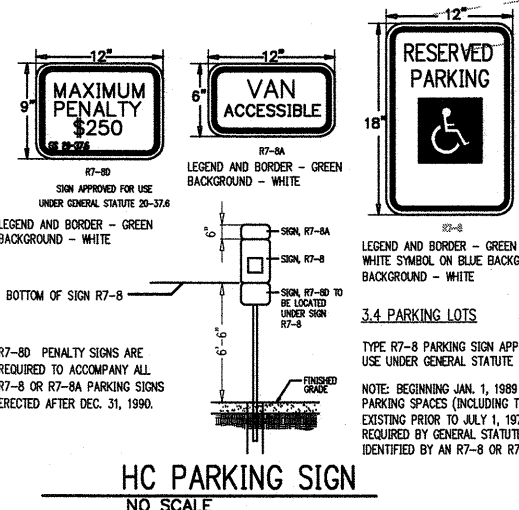
MAXIMUM PENALTY
NO SCALE



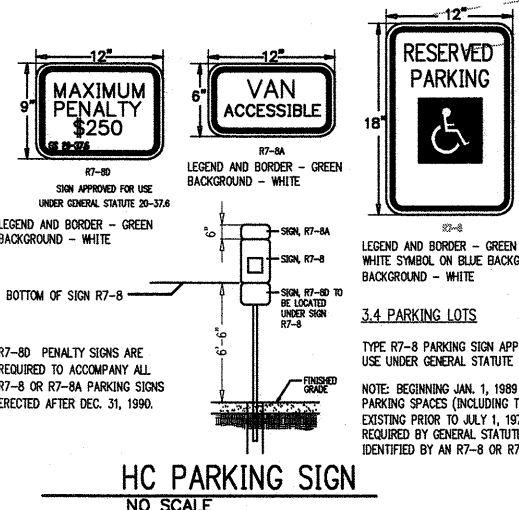
RESERVED PARKING
NO SCALE



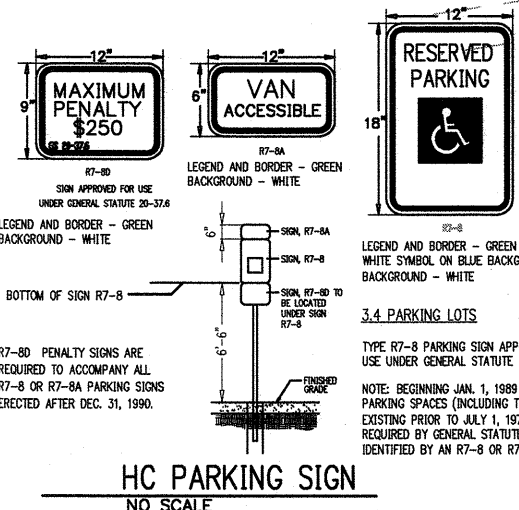
VAN ACCESSIBLE
NO SCALE



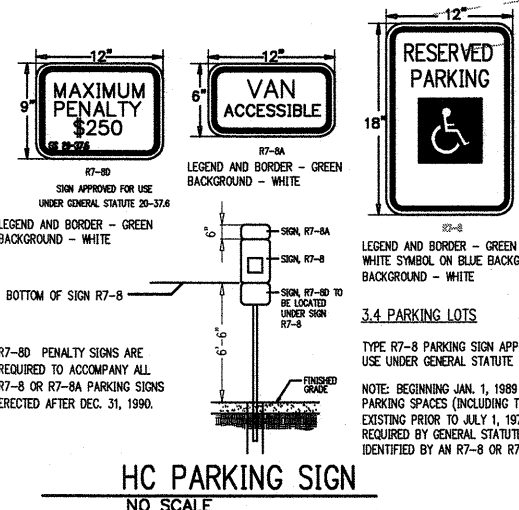
MAXIMUM PENALTY
NO SCALE



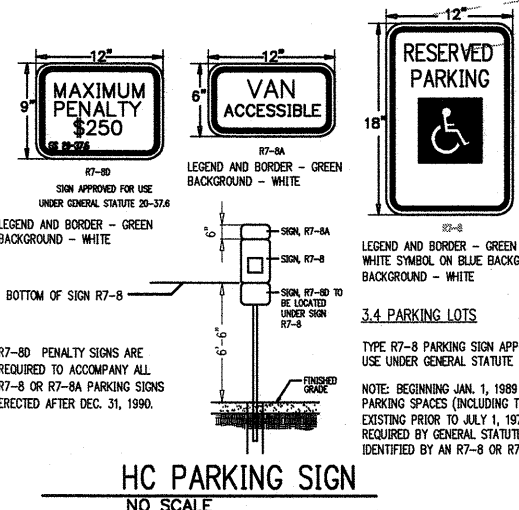
RESERVED PARKING
NO SCALE



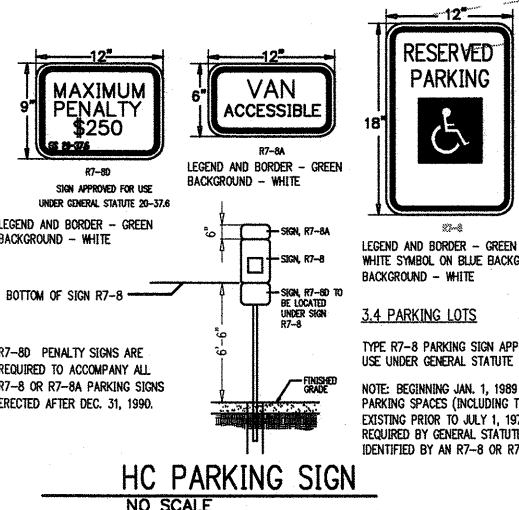
VAN ACCESSIBLE
NO SCALE



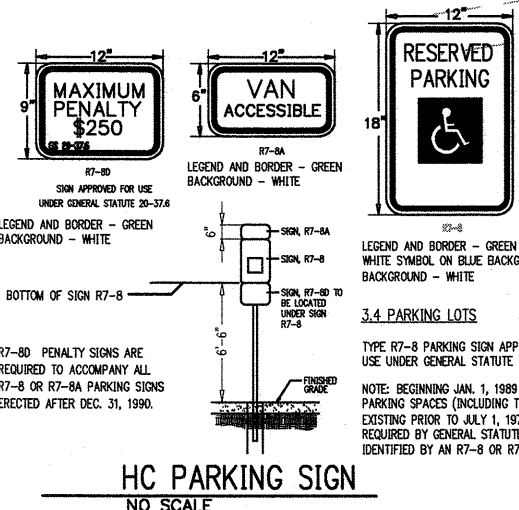
MAXIMUM PENALTY
NO SCALE



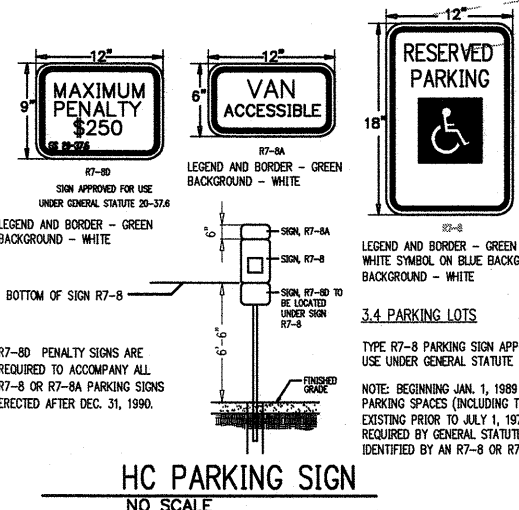
RESERVED PARKING
NO SCALE



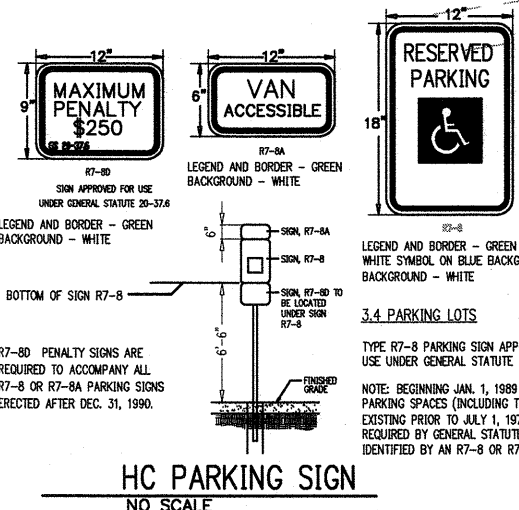
VAN ACCESSIBLE
NO SCALE



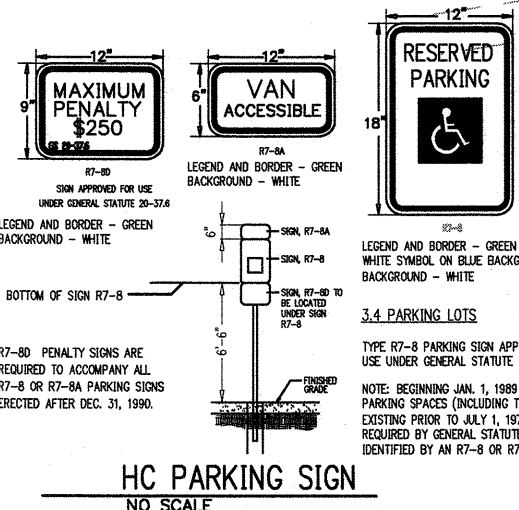
MAXIMUM PENALTY
NO SCALE



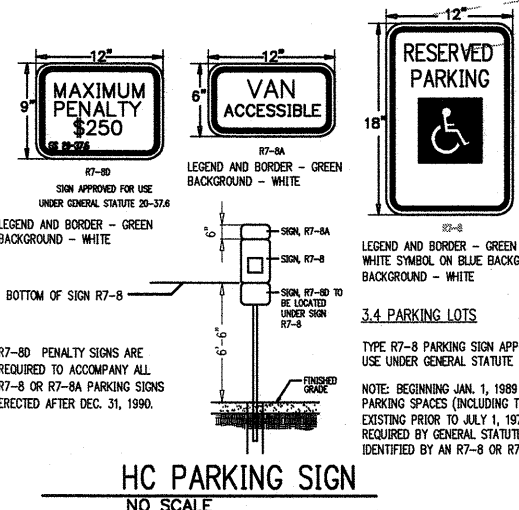
RESERVED PARKING
NO SCALE



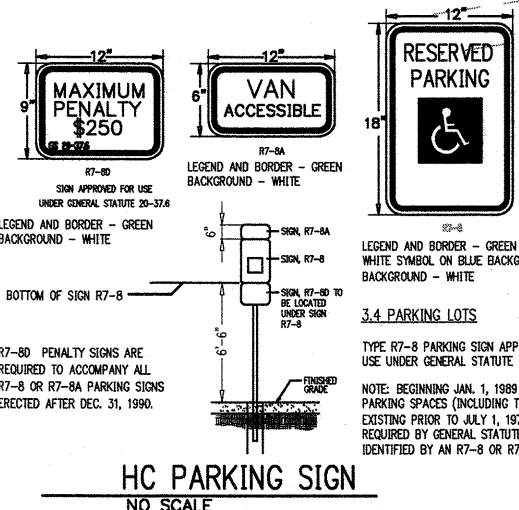
VAN ACCESSIBLE
NO SCALE



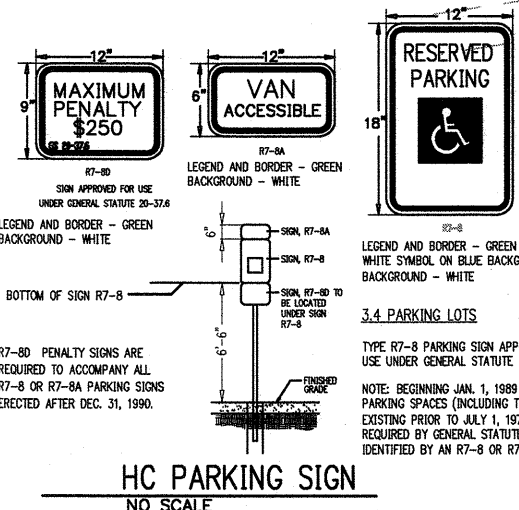
MAXIMUM PENALTY
NO SCALE



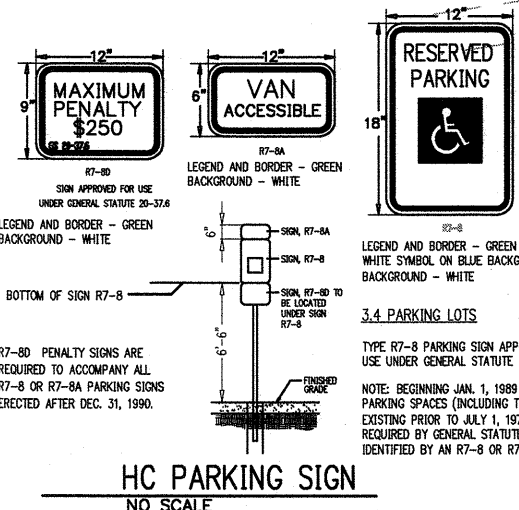
RESERVED PARKING
NO SCALE



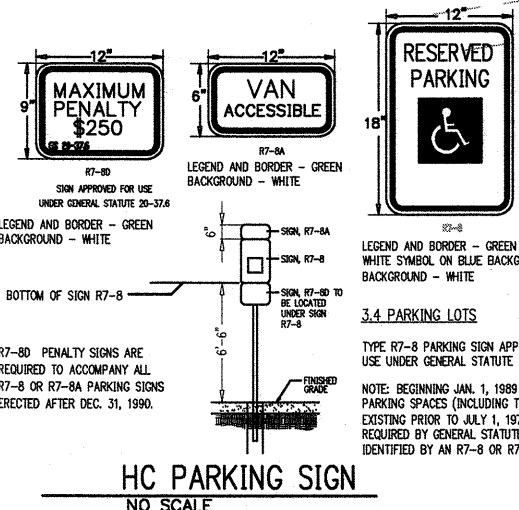
VAN ACCESSIBLE
NO SCALE



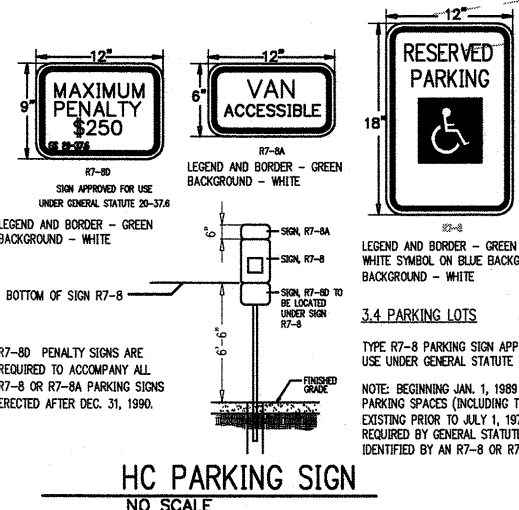
MAXIMUM PENALTY
NO SCALE



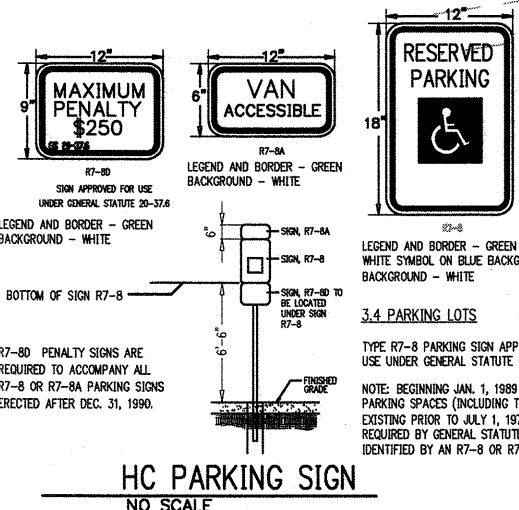
RESERVED PARKING
NO SCALE



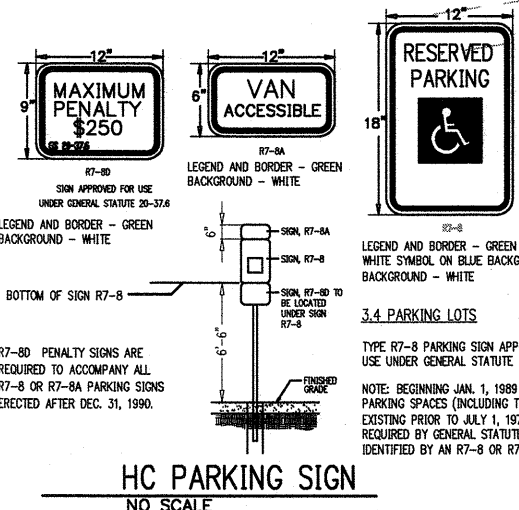
VAN ACCESSIBLE
NO SCALE



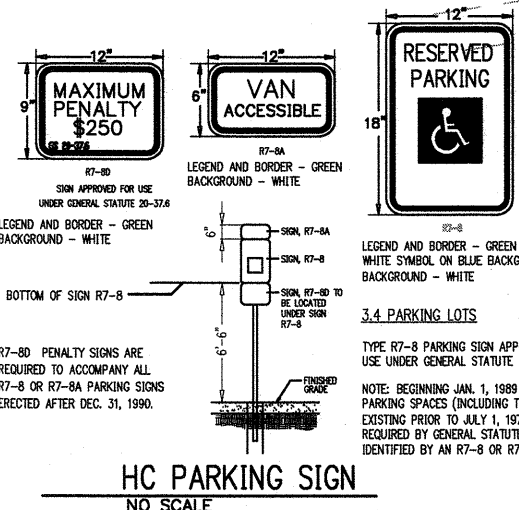
MAXIMUM PENALTY
NO SCALE



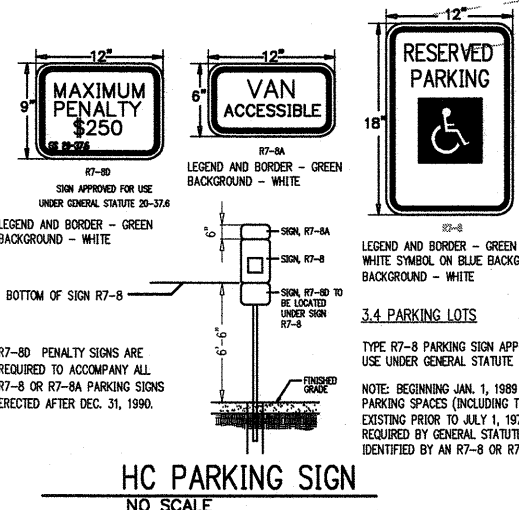
RESERVED PARKING
NO SCALE



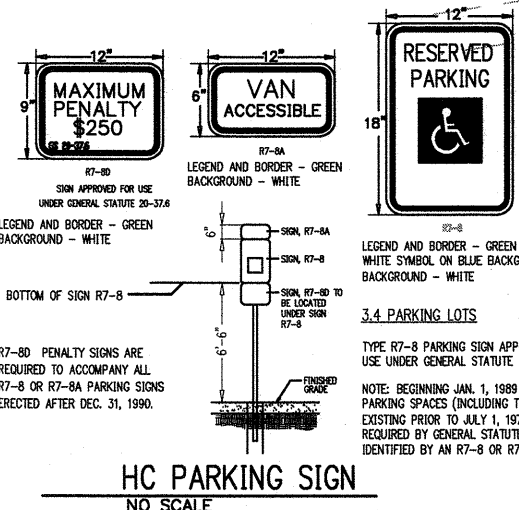
VAN ACCESSIBLE
NO SCALE



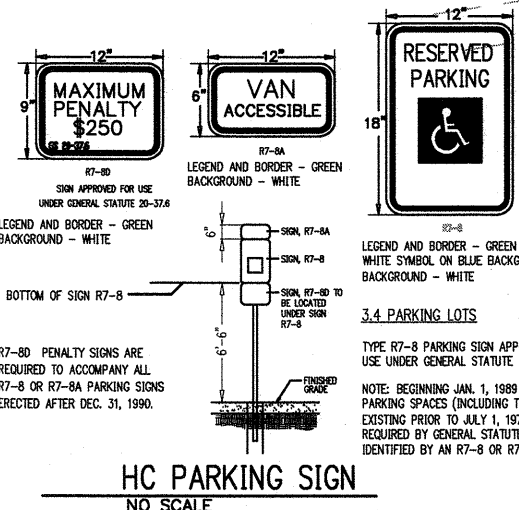
MAXIMUM PENALTY
NO SCALE



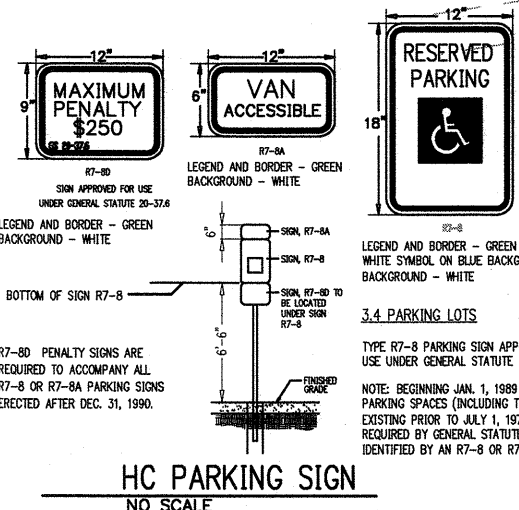
RESERVED PARKING
NO SCALE



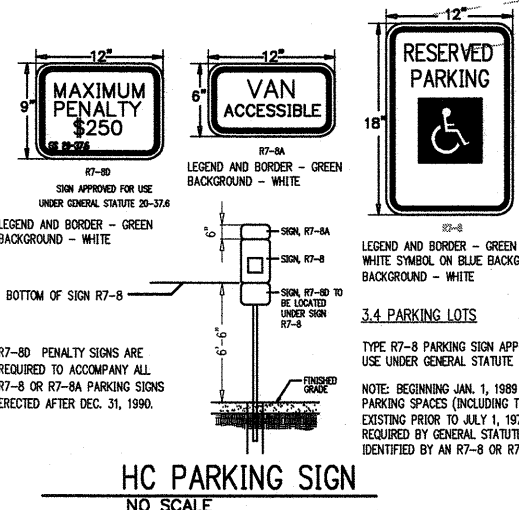
VAN ACCESSIBLE
NO SCALE



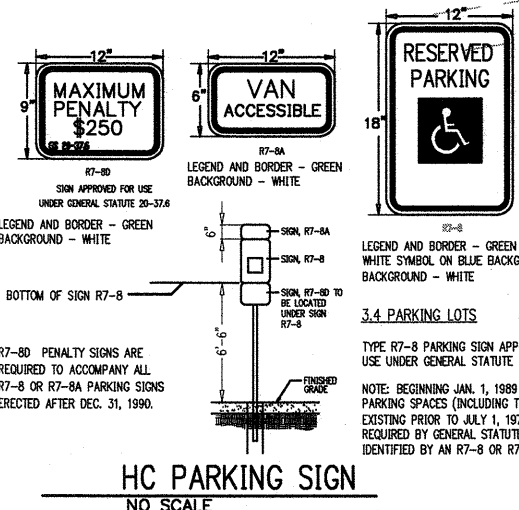
MAXIMUM PENALTY
NO SCALE



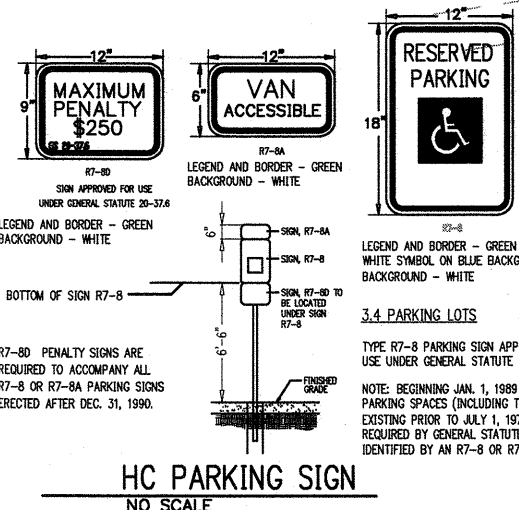
RESERVED PARKING
NO SCALE



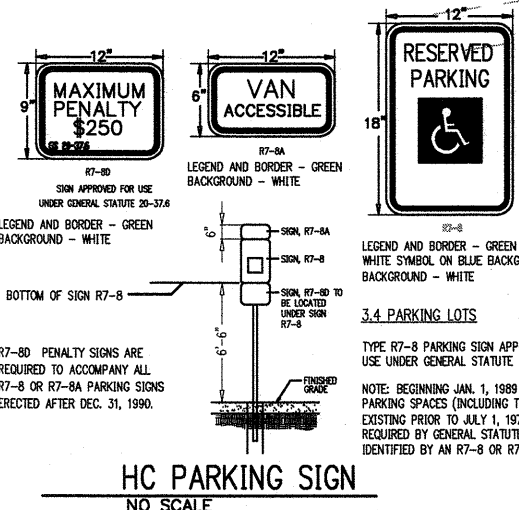
VAN ACCESSIBLE
NO SCALE



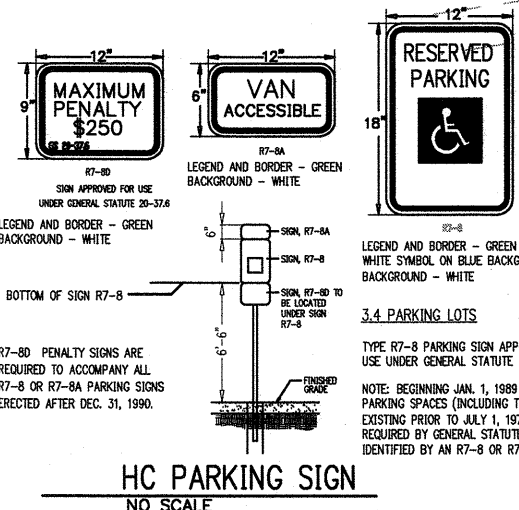
MAXIMUM PENALTY
NO SCALE



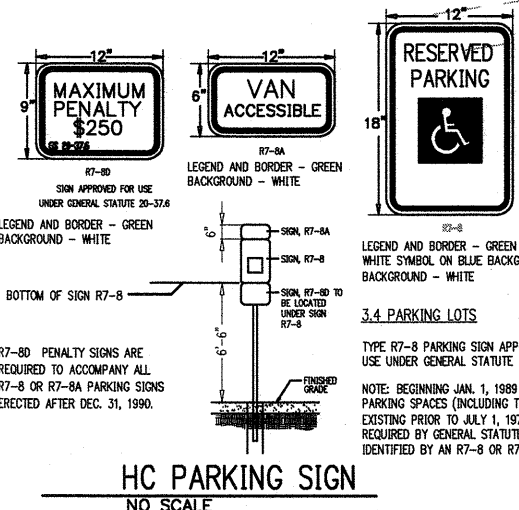
RESERVED PARKING
NO SCALE



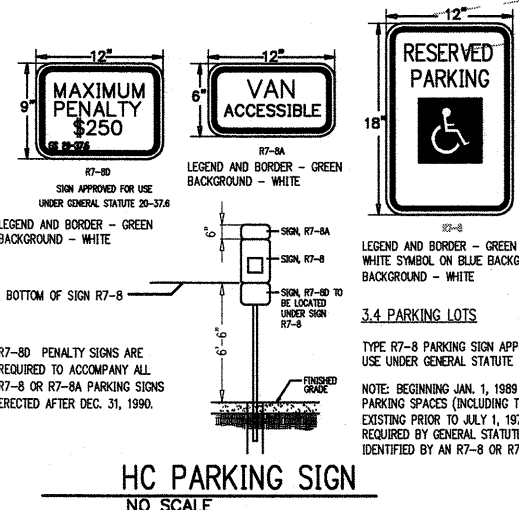
VAN ACCESSIBLE
NO SCALE



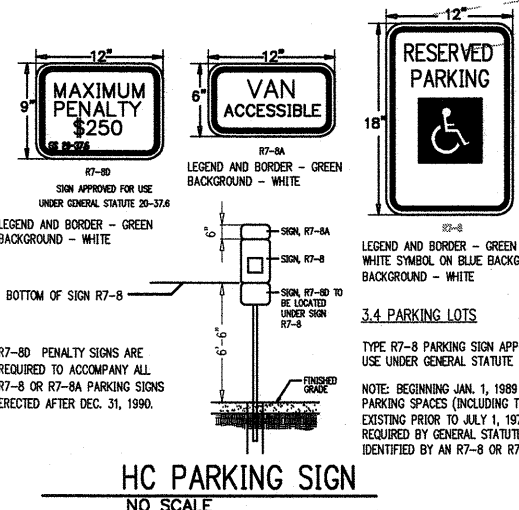
MAXIMUM PENALTY
NO SCALE



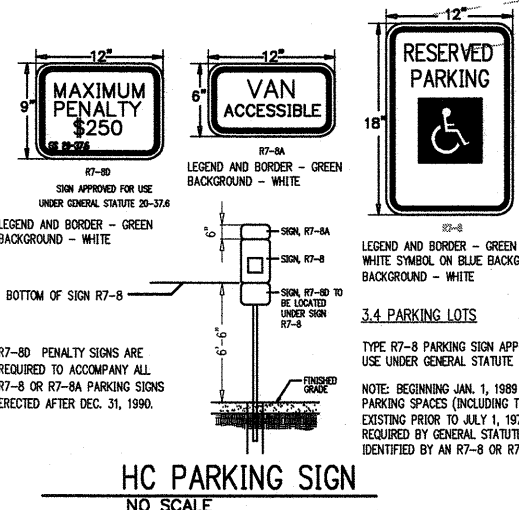
RESERVED PARKING
NO SCALE



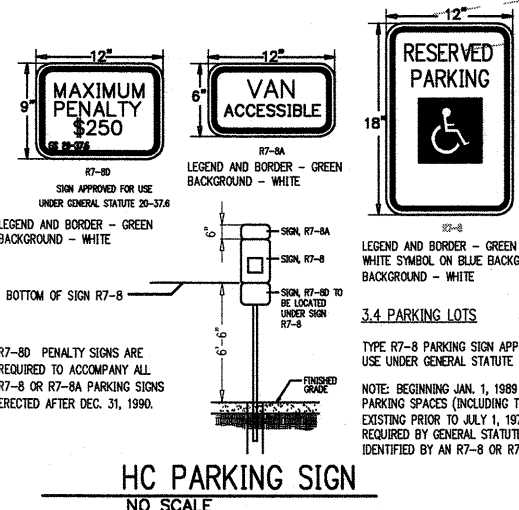
VAN ACCESSIBLE
NO SCALE



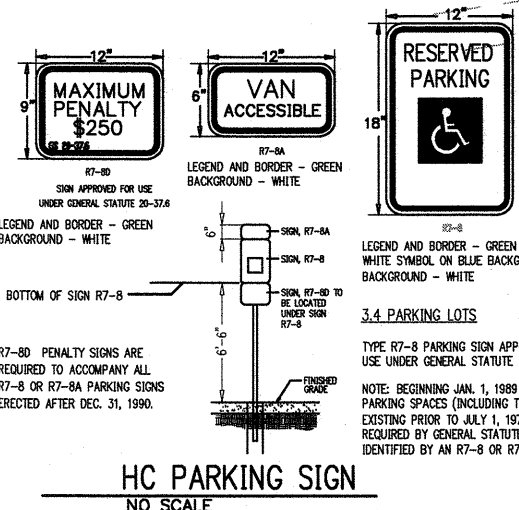
MAXIMUM PENALTY
NO SCALE



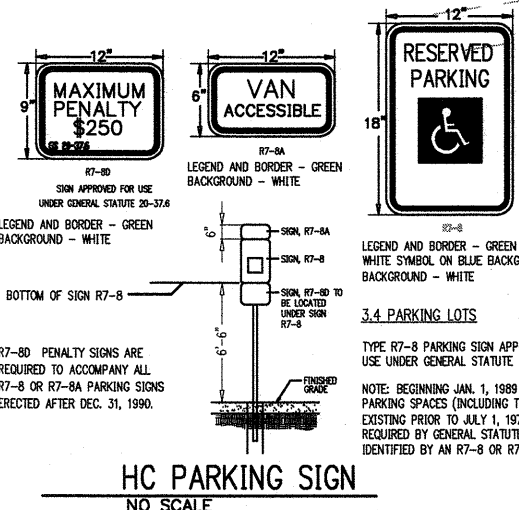
RESERVED PARKING
NO SCALE



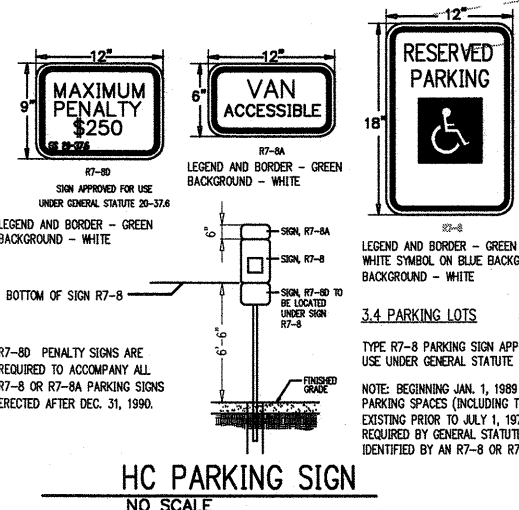
VAN ACCESSIBLE
NO SCALE



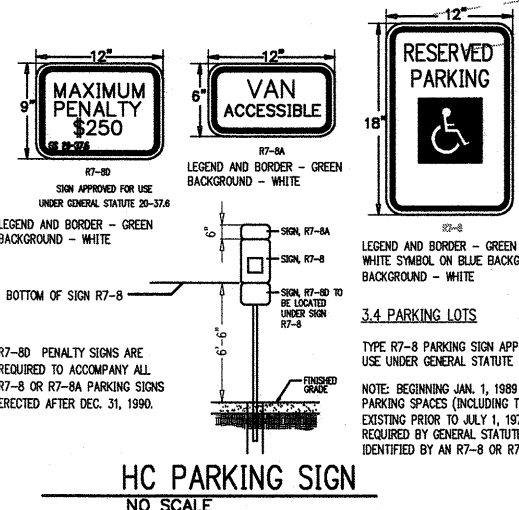
MAXIMUM PENALTY
NO SCALE



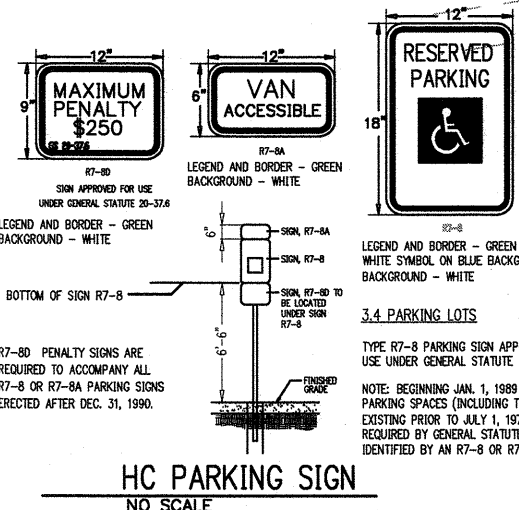
RESERVED PARKING
NO SCALE



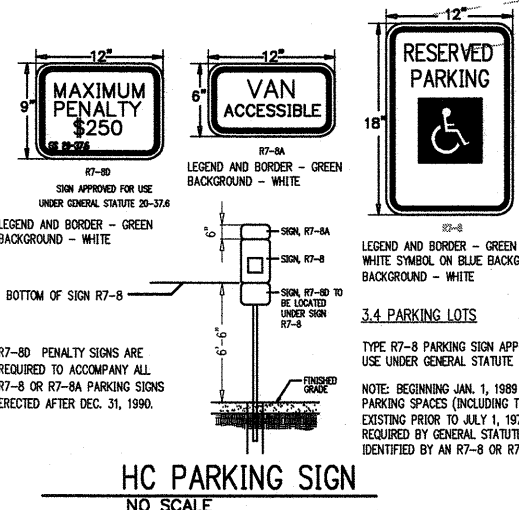
VAN ACCESSIBLE
NO SCALE



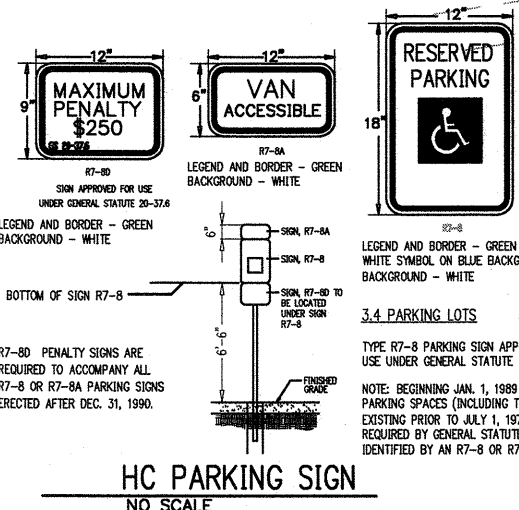
MAXIMUM PENALTY
NO SCALE



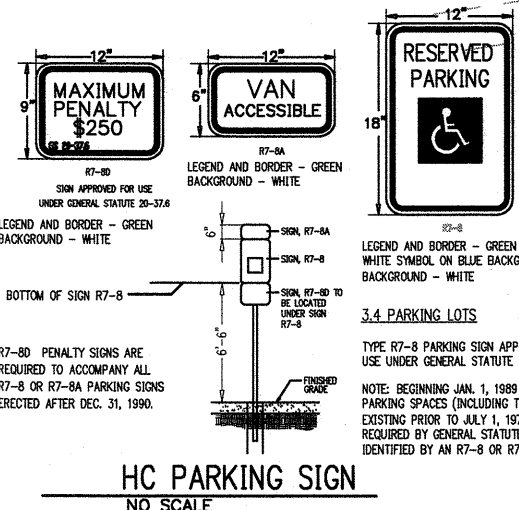
RESERVED PARKING
NO SCALE



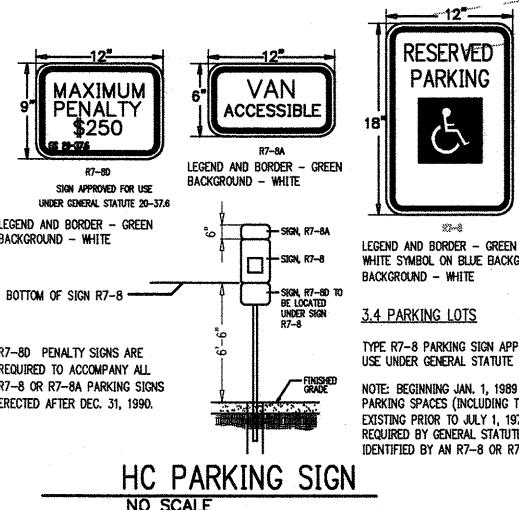
VAN ACCESSIBLE
NO SCALE



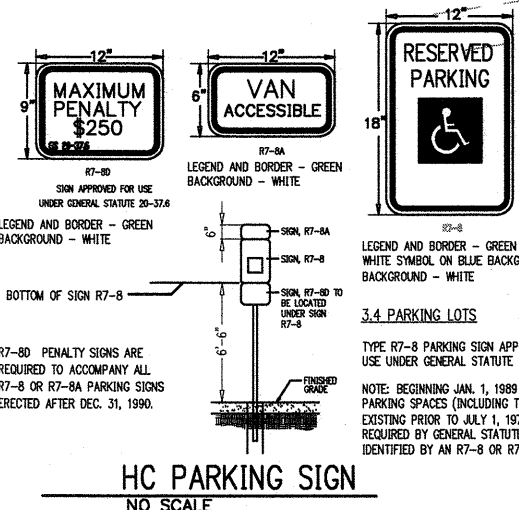
MAXIMUM PENALTY
NO SCALE



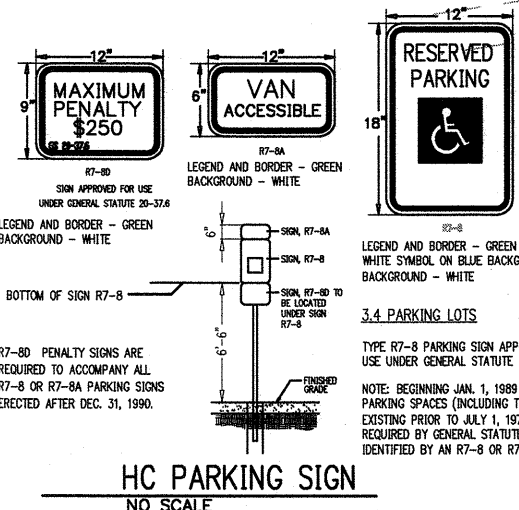
RESERVED PARKING
NO SCALE



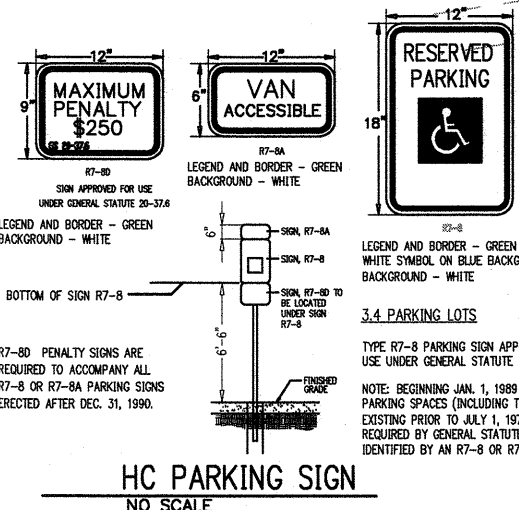
VAN ACCESSIBLE
NO SCALE



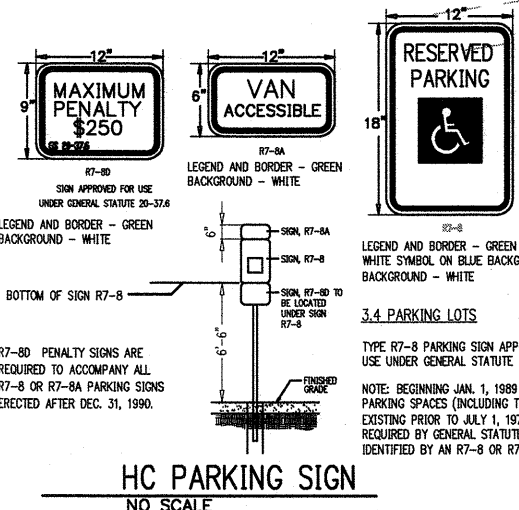
MAXIMUM PENALTY
NO SCALE



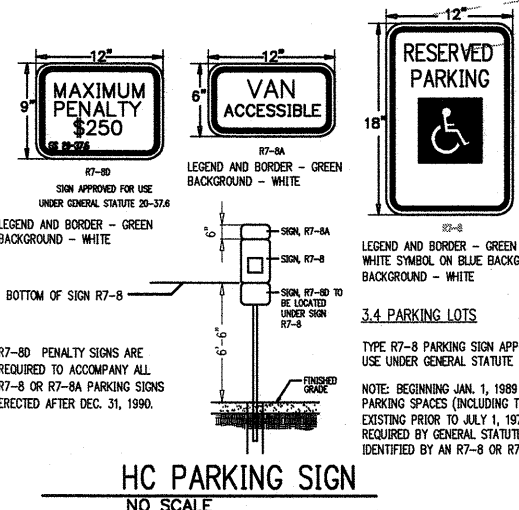
RESERVED PARKING
NO SCALE



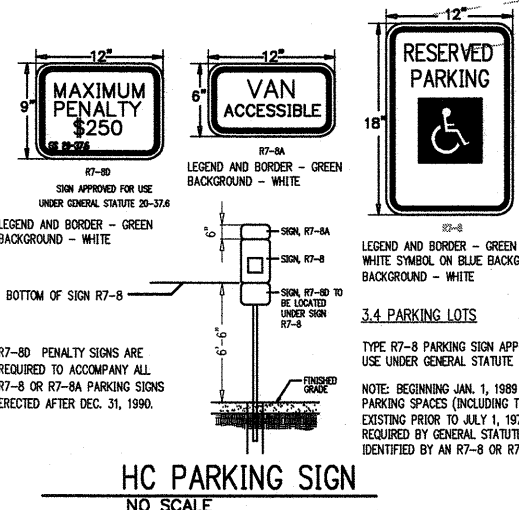
VAN ACCESSIBLE
NO SCALE



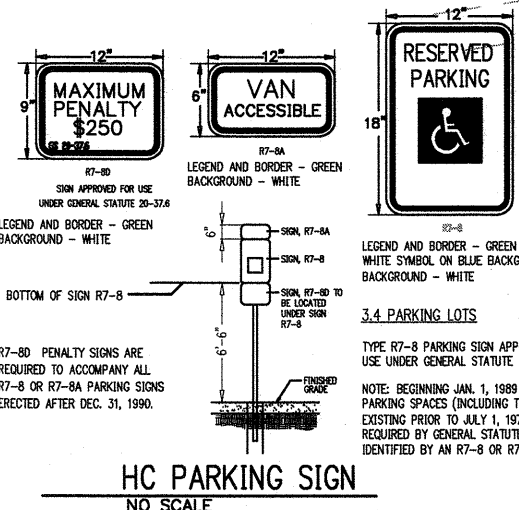
MAXIMUM PENALTY
NO SCALE



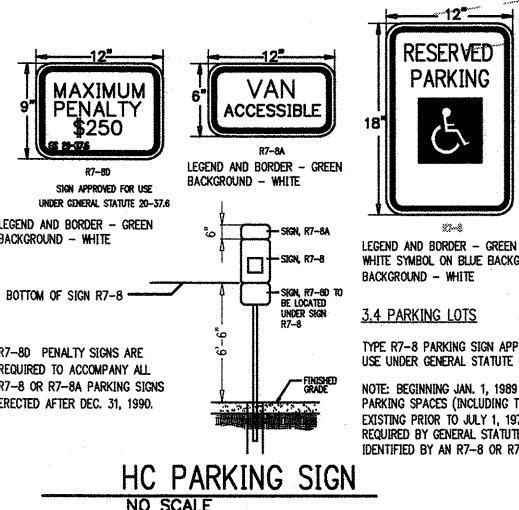
RESERVED PARKING
NO SCALE



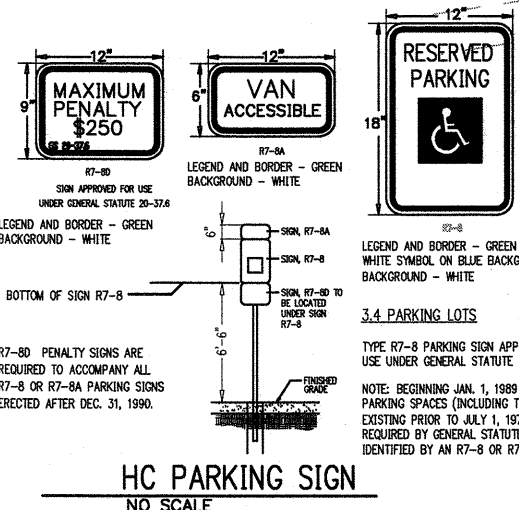
VAN ACCESSIBLE
NO SCALE



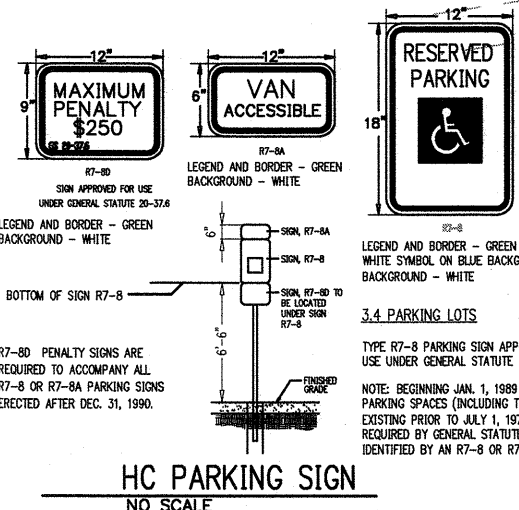
MAXIMUM PENALTY
NO SCALE



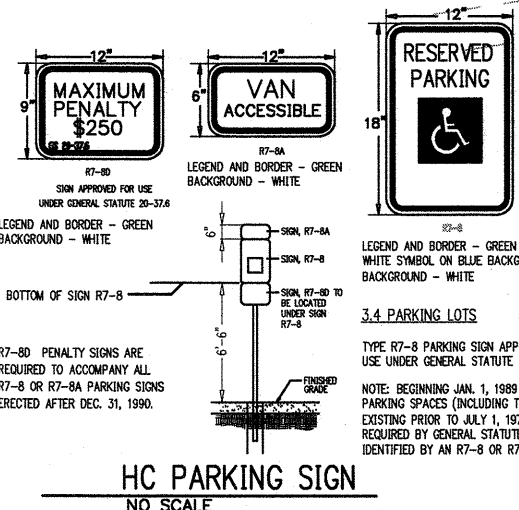
RESERVED PARKING
NO SCALE



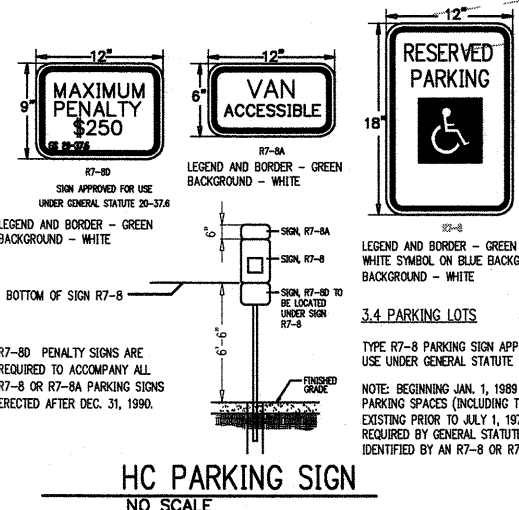
VAN ACCESSIBLE
NO SCALE



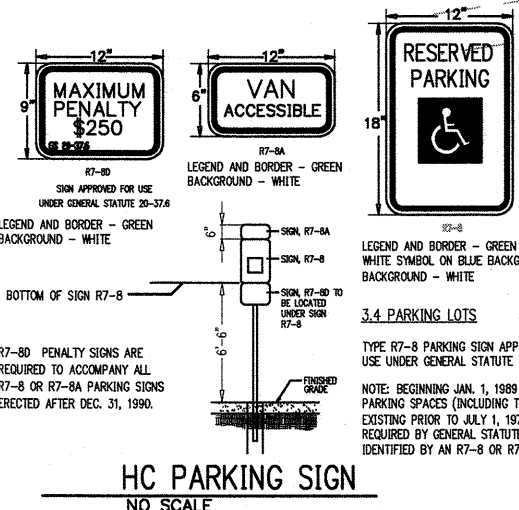
MAXIMUM PENALTY
NO SCALE



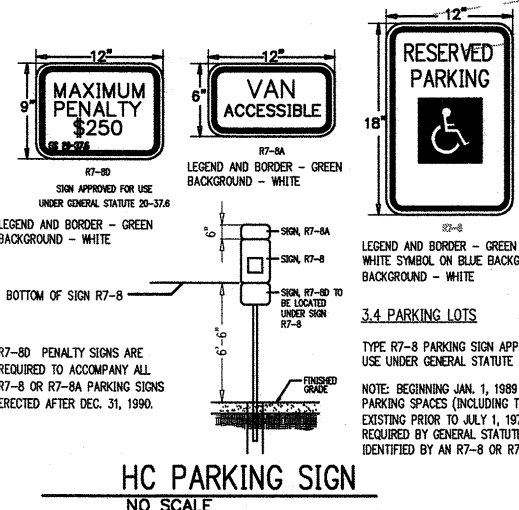
RESERVED PARKING
NO SCALE



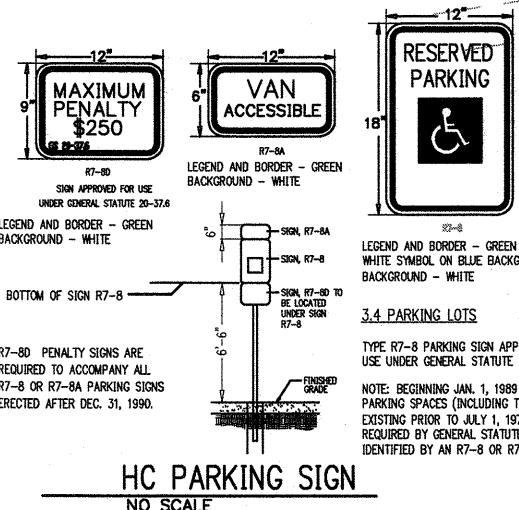
VAN ACCESSIBLE
NO SCALE



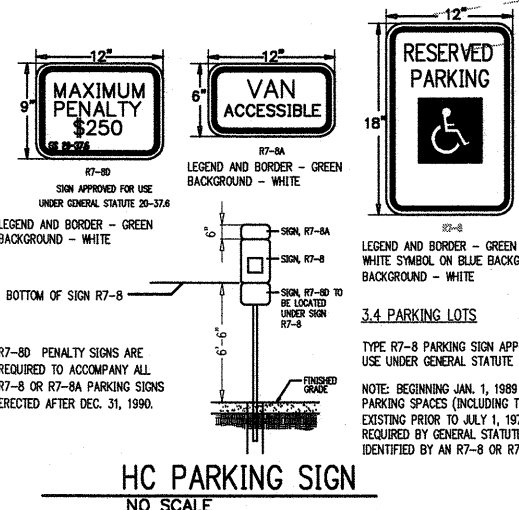
MAXIMUM PENALTY
NO SCALE



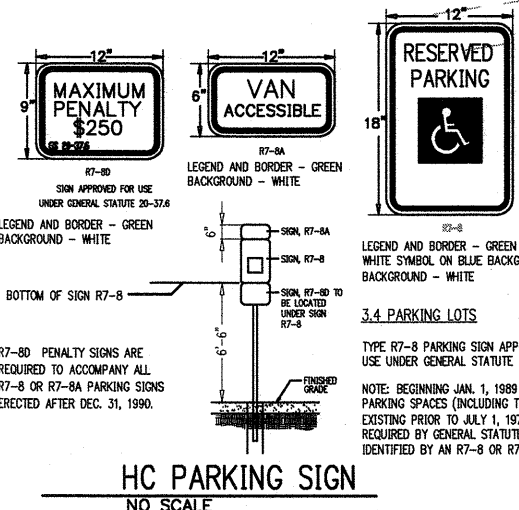
RESERVED PARKING
NO SCALE



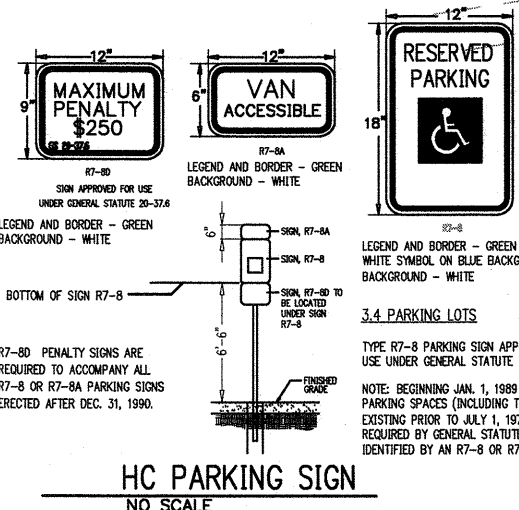
VAN ACCESSIBLE
NO SCALE



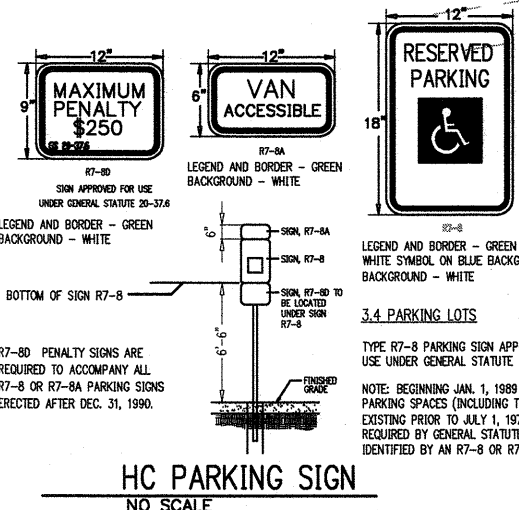
MAXIMUM PENALTY
NO SCALE



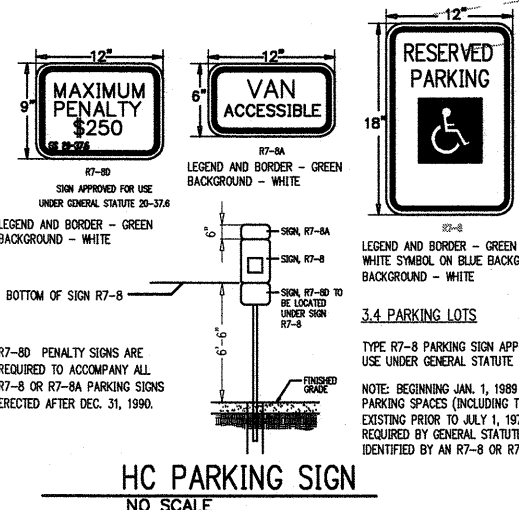
RESERVED PARKING
NO SCALE



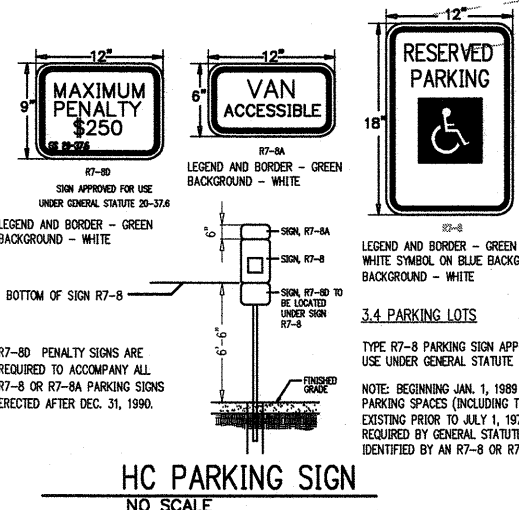
VAN ACCESSIBLE
NO SCALE



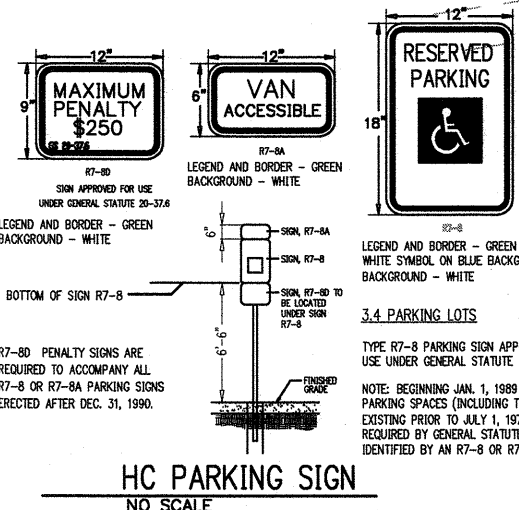
MAXIMUM PENALTY
NO SCALE



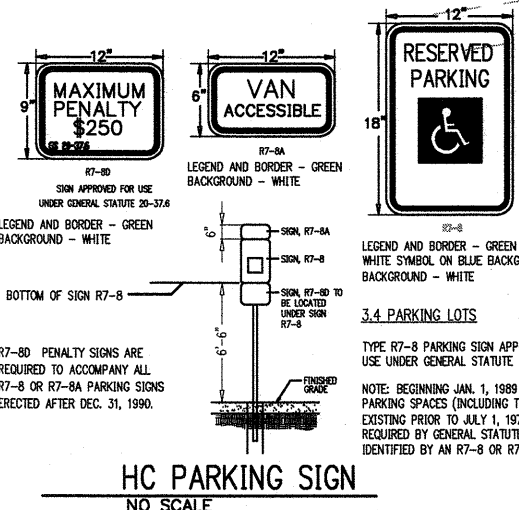
RESERVED PARKING
NO SCALE



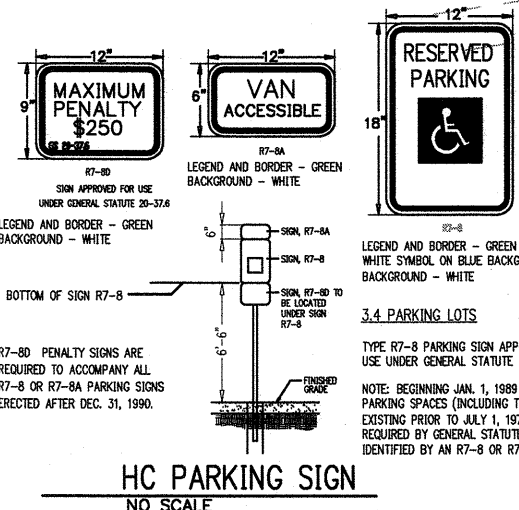
VAN ACCESSIBLE
NO SCALE



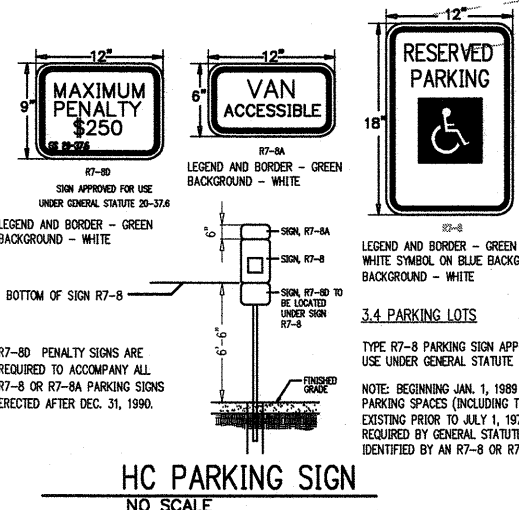
MAXIMUM PENALTY
NO SCALE



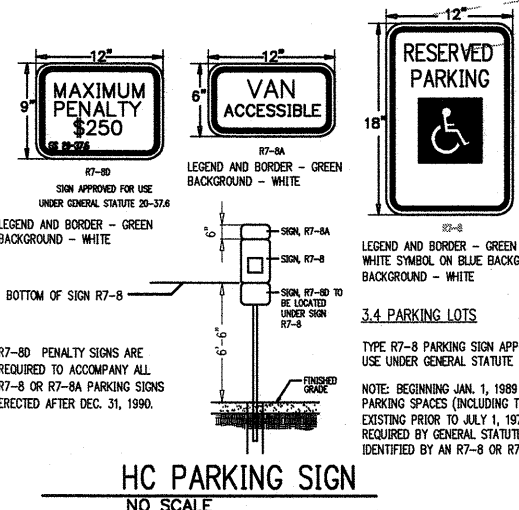
RESERVED PARKING
NO SCALE



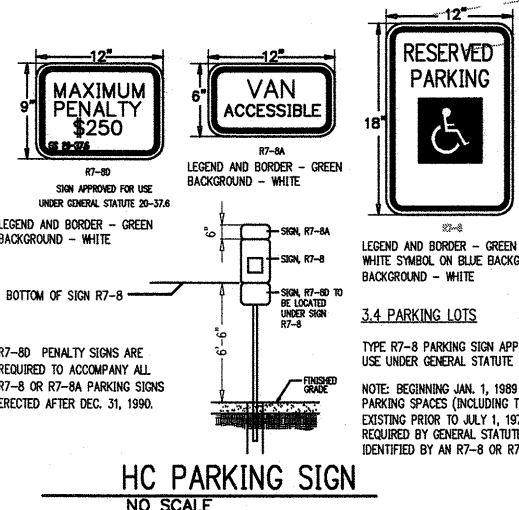
VAN ACCESSIBLE
NO SCALE



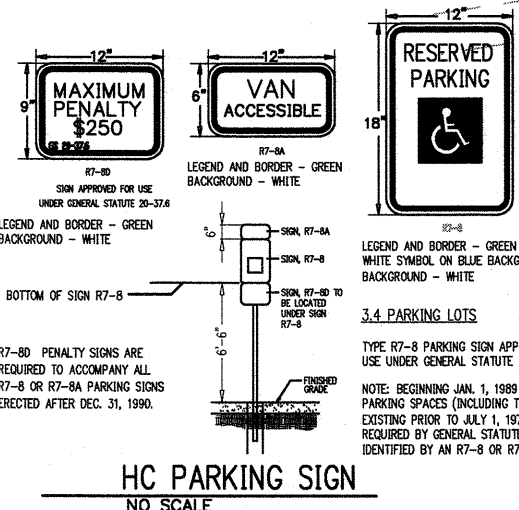
MAXIMUM PENALTY
NO SCALE



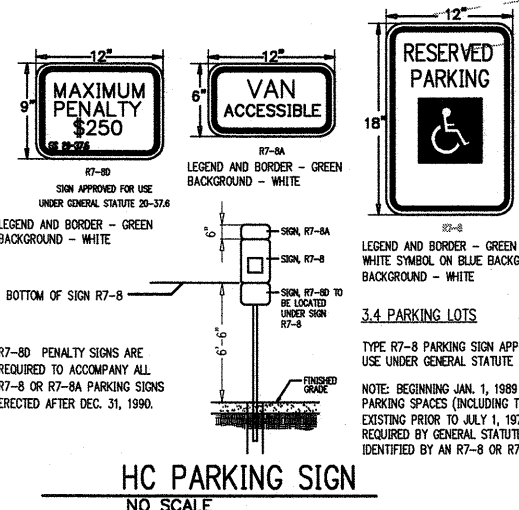
RESERVED PARKING
NO SCALE



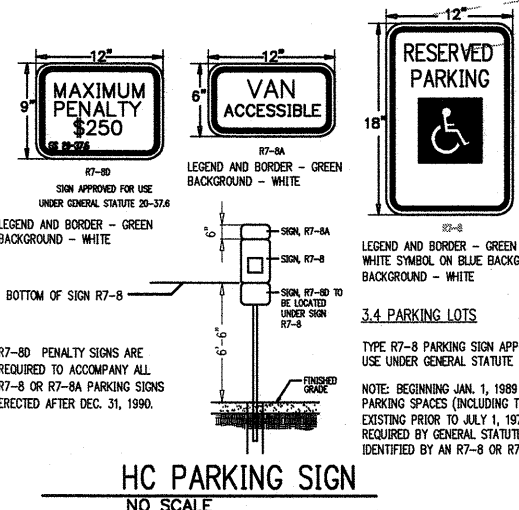
VAN ACCESSIBLE
NO SCALE



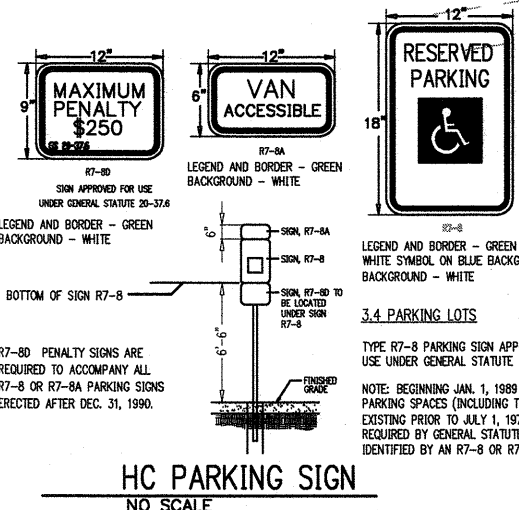
MAXIMUM PENALTY
NO SCALE



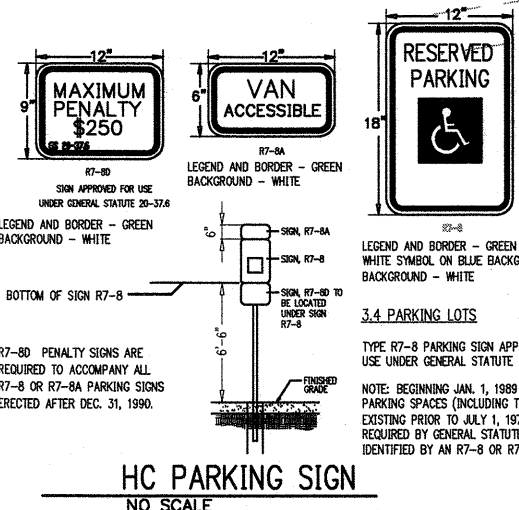
RESERVED PARKING
NO SCALE



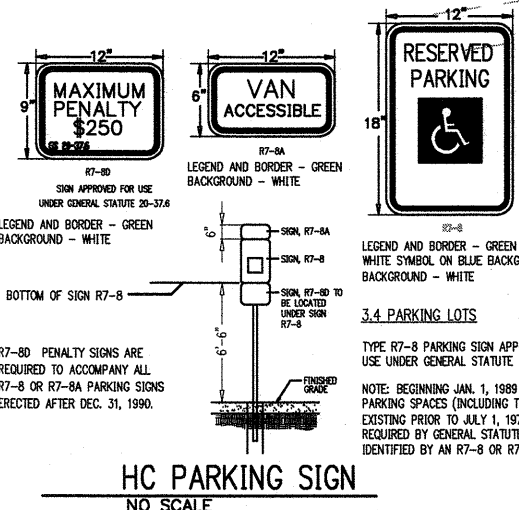
VAN ACCESSIBLE
NO SCALE



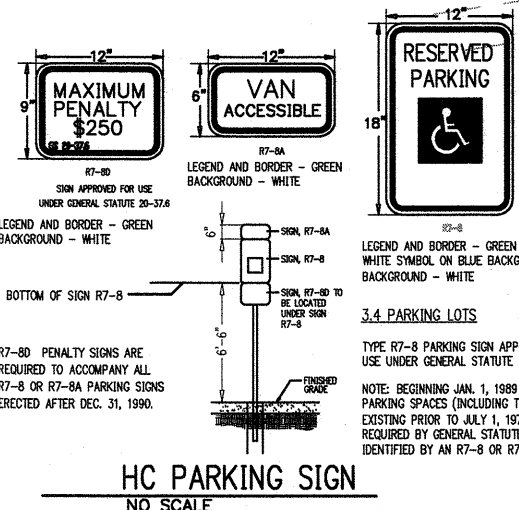
MAXIMUM PENALTY
NO SCALE



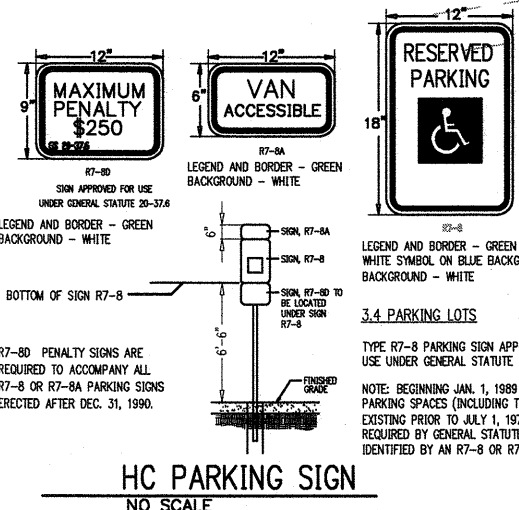
RESERVED PARKING
NO SCALE



VAN ACCESSIBLE
NO SCALE



MAXIMUM PENALTY
NO SCALE



RESERVED PARKING
NO SCALE

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Resolution Adopting the Revised City of High Point Transit Drug & Alcohol Policy

FROM:
Angela Wynes
Transit Manager

MEETING DATE:
September 18, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Transit System Drug and Alcohol Policy

PURPOSE: Staff has updated the Transit System Drug and Alcohol Policy. The attached policy meets current federal requirements that all grantees maintain a drug-free workplace and have a drug and alcohol testing policy for safety-sensitive employees. This policy will replace the Transit System Drug and Alcohol Policy adopted by the City Council on November 16, 2020.

The policy has been revised to comply with revisions to 49 C.F.R. § 655.15 to include oral fluid testing.

BACKGROUND: Federal Transit Administration (FTA) regulations require all recipients to implement an anti-drug and alcohol misuse policy, which must be adopted by the recipient's local governing board (49 C.F.R. § 655.15). Federal grant recipients are required to maintain a drug-free workplace for all employees and to have an ongoing drug-free awareness program (Drug Free Workplace Act of 1988). Grant recipients are also required to have a drug and alcohol testing program in place for all safety-sensitive employees (Omnibus Transportation Employee Testing Act of 1991). In general, safety-sensitive employees are those employees who drive, dispatch, or maintain a bus, or are required to hold a Commercial Driver's License or carry a firearm for security purposes.

BUDGET IMPACT: N/A

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a resolution adopting the revised City of High Point Transit Drug & Alcohol Policy and authorize the appropriate City Official(s) to execute all necessary documents.

City of High Point Transit System

Drug and Alcohol Policy

Effective as of 09/22/2025

Adopted by: _____

Date Adopted: 09/22/2025

Last Revised: 11/16/2020

This page left blank intentionally

ACKNOWLEDGEMENT OF EMPLOYER’S DRUG AND ALCOHOL TESTING POLICY

I, _____, the undersigned, hereby acknowledge that I have received a copy of the anti-drug and alcohol misuse program policy mandated by the U. S. Department of Transportation, Federal Transit Administration for all covered employees who perform a safety-sensitive function. I understand this policy is required by 49 C.F.R. Part 655, as amended, and has been duly adopted by the governing board of the employer. Any provisions contained herein which are not required by 49 C.F.R. Part 655, as amended, that have been imposed solely on the authority of the employer are designated as such in the policy document.

I further understand that receipt of this policy constitutes a legal notification of the contents, and that it is my responsibility to become familiar with and adhere to all provisions contained therein. I will seek and get clarifications for any questions from the employer contact person listed in the policy. I also understand that compliance with all provisions contained in the policy is a condition of my employment.

I further understand that the information contained in the approved policy dated September 22, 2025, is subject to change, and that any such changes, or addenda, shall be disseminated to me in a manner consistent with the provision of 49 C.F.R. Part 655, as amended.

Signature of Employee

Date

Signature of Supervisor

Date

This page left blank intentionally

RESOLUTION APPROVING A REVISED TRANSIT SYSTEM DRUG AND ALCOHOL POLICY

WHEREAS, the Federal Transit Administration (FTA) mandates all fund recipients to adopt and implement an anti-drug and alcohol misuse policy (Policy); and

WHEREAS, the City of High Point adopted an initial Policy in February 1996; and

WHEREAS, the Policy was last updated by the City Council in November 2020; and

WHEREAS, the City Council desires to adopt a revised Policy as set forth in the attachment.

THEREFORE, BE IT RESOLVED that the High Point City Council hereby adopts the Transit System Drug and Alcohol Policy as set forth in the attachment.

Adopted on this the 22nd day of September 2025.

Sandra Keeney

Cyril Jefferson, Mayor

Table of Contents

Purpose of Policy.....	7
Covered Employees	7
Prohibited Behavior	8
Consequences for Violations	8
Circumstances for Testing.....	9
Testing Procedures	11
Test Refusals	11
Contact Person.....	12
Attachment A: Covered Positions	13
Attachment B: Policy Contacts.....	14
Attachment C: Alcohol Fact Sheet	15

Purpose of Policy

This policy complies with 49 CFR Part 655, as amended, and 49 CFR Part 40, as amended. Copies of Parts 655 and 40 are available in the drug and alcohol program manager's office and can be found on the internet at the Federal Transit Administration (FTA) Drug and Alcohol Program website <http://transit-safety.fta.dot.gov/DrugAndAlcohol/>.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655.

Portions of this policy are not FTA-mandated but reflect the City of High Point Transit System's policy. These additional provisions are identified by **bold text**.

In addition, DOT has published 49 CFR Part 32, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA.

All City of High Point Transit System employees are subject to the provisions of the Drug-Free Workplace Act of 1988.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace. An employee who is convicted of any criminal drug statute for a violation occurring in the workplace shall notify the City of High Point Transit System Drug and Alcohol Program Manager no later than five days after such conviction.

Covered Employees

This policy applies to every person, including an applicant or transferee, who performs or will perform a "safety-sensitive function" as defined in Part 655, section 655.4.

You are a covered employee if you perform any of the following:

- Operating a revenue service vehicle, in or out of revenue service
- Operating a non-revenue vehicle requiring a commercial driver's license
- Controlling movement or dispatch of a revenue service vehicle
- Maintaining (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service
- Carrying a firearm for security purposes

See Attachment A for a list of covered positions by job title.

Prohibited Behavior

Use of illegal drugs is prohibited at all times. Prohibited drugs include:

- marijuana
- cocaine
- phencyclidine (PCP)
- opioids
- amphetamines

All covered employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

All covered employees are prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. If the on-call employee claims the ability to perform his or her safety-sensitive function, he or she must take an alcohol test with a result of less than 0.02 prior to performance.

All covered employees are prohibited from consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

All covered employees required to take a post-accident test are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

Consequences for Violations

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and provided with contact information for Substance Abuse Professionals (SAPs).

Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties until the start of their next regularly scheduled duty period (but for not less than eight hours) unless a retest results in the employee's alcohol concentration being less than 0.02.

Zero Tolerance

Per City of High Point Transit System policy, any employee who tests positive for drugs or alcohol (BAC at or above 0.04) or refuses to test will be terminated from employment.

Circumstances for Testing

Pre-Employment Testing

A negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions. If a pre-employment test is cancelled, the individual will be required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions.

If a covered employee has not performed a safety-sensitive function for 90 or more consecutive calendar days and has not been in the random testing pool during that time, the employee must take and pass a pre-employment test before he or she can return to a safety-sensitive function.

A covered employee or applicant who has previously failed or refused a DOT drug and/or alcohol test must provide proof of having successfully completed a referral, evaluation, and treatment plan meeting DOT requirements.

Reasonable Suspicion Testing

All covered employees shall be subject to a drug and/or alcohol test when the City of High Point Transit System has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained company official on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

Covered employees may be subject to reasonable suspicion drug testing at any time while on duty. Covered employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

Post-Accident Testing

Covered employees shall be subject to post-accident drug and alcohol testing under the following circumstances:

Fatal Accidents

As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee operating the public transportation vehicle at the time of the accident. In addition, any other covered employee whose performance could have contributed to the accident, as determined by the City of High Point Transit System using the best information available at the time of the decision, will be tested.

Non-fatal Accidents

As soon as practicable following an accident not involving the loss of a human life, drug and alcohol tests will be conducted on each covered employee operating the public transportation vehicle at the time of the accident if at least one of the following conditions is met:

- (1) The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident
- (2) One or more vehicles incurs disabling damage and must be towed away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by the City of High Point Transit System using the best information available at the time of the decision, will be tested.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

Random Testing

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed.

Testing rates will meet or exceed the minimum annual percentage rate set each year by the FTA administrator. The current year testing rates can be viewed online at www.transportation.gov/odapc/random-testing-rates.

The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made.

A covered employee may only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

Testing Procedures

All FTA drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended.

Dilute Urine Specimen

If a Pre-Employment or Return to Duty test results in a negative dilute test result, the City of High Point Transit System will conduct one additional retest. The result of the second test will be the test of record. If there is a negative dilute test result and the test type was not a Pre-Employment or Return to Duty test, the City of High Point Transit System will accept the test result and there will be no retest, unless the creatinine concentration of a negative dilute specimen was greater than or equal to 2 mg/dL, but less than or equal to 5 mg/dL.

Dilute negative results with a creatinine level greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL require an immediate recollection under direct observation (see 49 CFR Part 40, section 40.67).

Split Specimen Test

In the event of a verified positive test result, or a verified adulterated or substituted result, the employee can request that the split specimen be tested at a second laboratory. City of High Point Transit System guarantees that the split specimen test will be conducted in a timely fashion.

Test Refusals

As a covered employee, you have refused to test if you:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the City of High Point Transit System.
- (2) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- (3) Fail to provide a specimen for a drug or alcohol test. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- (4) In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
- (5) Fail to provide a sufficient specimen for a drug or alcohol test without a valid medical explanation.
- (6) Fail or decline to take a second drug test as directed by the collector or the City of High Point Transit System.
- (7) Fail to undergo a medical evaluation as required by the MRO or the City of High Point Transit System's Designated Employer Representative (DER).
- (8) Fail to cooperate with any part of the testing process.

- (9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed urine drug test.
- (10) Possess or wear a prosthetic or other device used to tamper with the collection process.
- (11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (13) Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions and provided with contact information for SAPs.

Contact Person

For questions about the City of High Point Transit System's anti-drug and alcohol misuse program, contact the Drug and Alcohol Program Manager.

Attachment A: Covered Positions

Paratransit Operator I
Paratransit Operator II
Paratransit Supervisor
Transit Operator I
Transit Operator II
Transit Equipment Service Attendant, Lead
Transit Equipment Service Attendant
Transit Maintenance Technician I
Transit Maintenance Technician II
Transit Maintenance Technician III
Transit Maintenance Supervisor
Transit Manager, Assistant
Transit Manager
Transit Parts Specialist
Transit Supervisor
Transit Supervisor, Assistant
Transit Customer Service Specialist

Attachment B: Policy Contacts

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individual(s).

The City of High Point Drug and Alcohol Program Manager

Name: Angela Wynes

Title: Transit Manager

Address: 716 West Martin Luther King Drive

High Point, NC 27262

Telephone Number: (336) 883-3062

Medical Review Officer

Name: Dr. Charlton Owensby

Address: 681 Cabarrus Avenue West

Concord, NC 28027

Telephone Number: (800) 451-3743

Fax: (704) 743-2016

Substance Abuse Professionals

Name: Dr. Robert Asemota, LCAS

Address: 201 Kelley Pl, Suite 101

High Point, NC 27261

Telephone Number: (336) 882-6859

Name: Stephen Ringer, LCSW

Address: 213 E Bessemer Ave

Greensboro, NC 27401

Telephone Number: (336) 379-7146

info@ringercenters.com

Name: Tobias LaGrone, LCAS

Address: Behavioral Intelligence Group, Inc.

Greensboro, NC 27407

(336) 790-6396

HHS Certified Laboratory Primary Specimen

Name: Clinical Reference Laboratory, Inc.

Address: 11711 West 83RD Terrace

Lenexa, KS 66150

Telephone Number: (913) 492-3652

HHS Certified Laboratory Split Specimen

Name: Lab Corporation of America Holdings

Address: 1904 Alexander Drive

RTP, NC 27709

Telephone Number: (800) 833-3984

Attachment C: Alcohol Fact Sheet

Alcohol is a socially acceptable drug that has been consumed throughout the world for centuries. It is considered a recreational beverage when consumed in moderation for enjoyment and relaxation during social gatherings. However, when consumed primarily for its physical and mood-altering effects, it is a sub-stance of abuse. As a depressant, it slows down physical responses and progressively impairs mental functions.

Signs and Symptoms of Use

- Dulled mental processes
- Lack of coordination
- Odor of alcohol on the breath
- Possible constricted pupils
- Sleepy or stuporous condition
- Slowed reaction rate
- Slurred speech

(Note: Except for the odor, these are general signs and symptoms of any depressant substance.)

Health Effects

The chronic consumption of alcohol (average of three servings per day of beer [12 ounces], whiskey [1 ounce], or wine [6-ounce glass]) over time may result in the following health hazards:

- Decreased sexual functioning
- Dependency (up to 10 percent of all people who drink alcohol become physically and/or mentally dependent on alcohol and can be termed “alcoholic”)
- Fatal liver diseases
- Increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast, and malignant melanoma
- Kidney disease Pancreatitis
- Spontaneous abortion and neonatal mortality Ulcers
- Birth defects (up to 54 percent of all birth defects are alcohol-related)

Social Issues

- Two-thirds of all homicides are committed by people who drink prior to the crime.
- Two to three percent of the driving population is legally drunk at any one time. This rate is doubled at night and on weekends.
- Two-thirds of all Americans will be involved in an alcohol-related vehicle accident during their lifetimes.
- The rate of separation and divorce in families with alcohol dependency problems is 7 times the average.
- Forty percent of family court cases are alcohol problem-related.
- Alcoholics are 15 times more likely to commit suicide than are other segments of the population.

- More than 60 percent of burns, 40 percent of falls, 69 percent of boating accidents, and 76 percent of private aircraft accidents are alcohol related.

The Annual Toll

- 24,000 people will die on the highway due to the legally impaired driver. 12,000 more will die on the highway due to the alcohol-affected driver. 15,800 will die in non-highway accidents.
- 30,000 will die due to alcohol-caused liver disease.
- 10,000 will die due to alcohol-induced brain disease or suicide.
- Up to another 125,000 will die due to alcohol-related conditions or accidents.

Workplace Issues

- It takes one hour for the average person (150 pounds) to process one serving of an alcoholic beverage from the body.
- Impairment in coordination and judgment can be objectively measured with as little as two drinks in the body.
- A person who is legally intoxicated is 6 times more likely to have an accident than a sober person.

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Resolution Approving an Interlocal Agreement with the Guilford County Board of Education – Student Transportation

FROM:

Angela Wynes
Transit Manager

MEETING DATE:

September 18, 2025

PUBLIC HEARING:

No

ADVERTISED DATE/BY:

N/A

ATTACHMENTS:

1. Resolution
 2. Interlocal Agreement
-

PURPOSE: To request approval to execute an Interlocal Agreement between the City of High Point and the Guilford County Board of Education to provide transportation to Guilford County Schools (GCS) middle and high school students.

BACKGROUND: This is a renewal of the interlocal agreement between the City of High Point and the Guilford County Board of Education for providing transportation to students attending high schools and middle schools that are on transit routes. We began working with GCS in January 2022 in the wake of their bus driver shortage, and the school system continues to fund transit trips for middle and high school students.

BUDGET IMPACT: The student trips will generate additional revenue for the transit system.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a resolution approving an Interlocal Agreement between the City of High Point and the Guilford County Board of Education for the provision of transportation for middle and high school students and authorize the appropriate City Official(s) to execute all necessary documents.

**RESOLUTION APPROVING AN INTERLOCAL AGREEMENT FOR
2024-2025 AND 2025-2026 SCHOOL YEARS STUDENT TRANSPORTATION
WITH THE GUILFORD COUNTY BOARD OF EDUCATION**

WHEREAS, Part 1 of Article 20 of Chapter 160A of the North Carolina General Statutes, “Interlocal Cooperation,” provides that units of local government “may enter into contracts or agreements with each other in order to execute any undertaking, [and] [t]he contracts and agreements shall be of reasonable duration...and shall ratified by resolution of the governing board of each unit spread upon its minutes;” and

WHEREAS, the City of High Point (“City”) and the Guilford County Board of Education (“GCS”) are units of local government; and

WHEREAS, the City and GCS have a lengthy history of interlocal cooperation with respect to matters affecting their mutual interests and the benefit of their respective citizens; and

WHEREAS, the City and GCS desire to enter into this Interlocal Agreement for the City to provide transportation services to GCS students enrolled during the 2024-2025 and 2025-2026 school years; and

WHEREAS, the governing bodies of the City and GCS find that is in the best interest of public safety and welfare to enter into this Interlocal Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council for the City of High Point does hereby approve this Interlocal Agreement for 2024-2025 and 2025-2026 School Years Student Transposition, ratified by resolution and to be spread upon its minutes.

Adopted by the High Point City Council, this the 22nd day of September, 2025.

Cyril Jefferson, Mayor

ATTEST

Sandra Keeney, City Clerk

INTERLOCAL AGREEMENT FOR 2024-2025 AND 2025-2026 SCHOOL YEARS
STUDENT TRANSPORTATION

This **Interlocal Agreement for 2024-2025 and 2025-2026 School Years Student Transportation** (“Agreement”) is made and entered into this _____ day of _____, 2025 by and between the City of High Point, a North Carolina municipal corporation (“City”), and the Guilford County Board of Education, a body politic (“GCS”) (the City and GCS hereinafter collectively referred to as “Parties” and individually as “Party”).

WHEREAS, Part 1 of Article 20 of Chapter 160A of the North Carolina General Statutes authorizes any unit of local government to enter into an interlocal agreement in order to execute an undertaking whereby a unit of local government exercises any power, function, public enterprise, right, privilege, or immunity either jointly with or on behalf of another unit of local government;

WHEREAS, the Parties have a lengthy history of interlocal cooperation with respect to matters affecting their mutual interests and the benefit of their respective citizens;

WHEREAS, the Parties desire to enter into this Agreement for the City to provide, pursuant to this Agreement, transportation services to students of GCS enrolled during the 2024-2025 and 2025-2026 school years; and

WHEREAS, the governing bodies of the City and GCS, finding that this Agreement is in the best interest of public safety and welfare, have ratified this Agreement by resolutions being recorded and spread upon their respective minutes.

NOW, THEREFORE, for and in consideration of the mutual benefits, covenants, and promises contained herein, the Parties hereby agree as follows:

SECTION I. DEFINITIONS

A. Eligible Day(s). Eligible Days are those days during the Term (defined in **Section II.A**) when instruction is scheduled to be delivered in person at GCS Schools (defined in **Section I.D**) pursuant to the GCS Calendar (defined in **Section I.C**).

B. Eligible Student(s). Eligible Students are those students who are (a) currently enrolled at a GCS School (defined in **Section I.D**); (b) in possession of a Student ID (defined in **Section I.E**); and (c) travelling to or from a GCS School on an Eligible Day.

C. GCS Calendar. The GCS Calendar is the written, official calendar created by GCS governing when in-person instruction is delivered at GCS Schools (defined in **Section I.D**). Copies of the GCS Calendar for the 2024-2025 and 2025-2026 school years are attached hereto as **Exhibit A** and incorporated herein by reference.

D. GCS School(s). GCS Schools are those schools operated by GCS during the Term (defined in **Section II.A**).

E. Student ID(s). Student IDs are valid student identification cards issued by GCS to its currently enrolled students, commonly referred to as One Cards or OneCards.

F. Transit System. The Transit System is the fixed route bus service of the High Point Transit System, a public transportation system owned and operated by the City, as it exists during the Term (defined in **Section II.A**).

SECTION II. TERM AND TERMINATION

A. Term. The term of this Agreement shall be from July 1, 2024, to June 30, 2026 (“Term”).

B. Termination. This Agreement may be terminated (a) by written mutual agreement of the Parties or (b) by either Party providing at least thirty (30) days written notice of termination to the other Party in accordance with **Section VIII.G**.

SECTION III. RESPONSIBILITIES OF THE CITY

A. Provision of the Services. The City shall allow Eligible Students to ride the Transit System on Eligible Days during the Term (the “Services”).

B. GCS and the City also agree to evaluate routes to support expansion of bus stop opportunities in areas where high concentrations of student populations reside.

C. Changes to the Services.

i. Additional Services.

a. Upon written request for additional services by GCS, the City, at its discretion, may develop cost estimates for such additional services.

b. In accordance with **Section VIII.C**, the Parties may amend this Agreement to add additional services to the Services, provided that in any such amendment, GCS agrees in writing to pay the costs of any additional services in addition to the existing obligations of GCS hereunder.

ii. Additional Days. In accordance with **Section VIII.C**, the Parties may amend this Agreement to add additional days on which the City shall provide the Services.

iii. Changes to the GCS Calendar. During the Term, Eligible Days will not be modified except (a) by the Parties’ written mutual agreement pursuant to the terms hereunder or (b) by GCS, but only if an event out of the control of GCS occurs including, but not limited to, inclement weather, power outages, and pandemic-related effects, and provided that GCS promptly notifies the City of the modification in writing.

iv. Alterations to Transit System Routes.

a. In the event that any Transit System route utilized by Eligible Students (individually “Route” and collectively “Routes”) is modified, cancelled, postponed, or otherwise altered for any reason including, but not limited to, inclement weather, personnel issues, or any other issue outside of the control of the City, the City shall notify GCS of the alteration in writing as soon as practicable.

b. The City shall not unilaterally modify, cancel, postpone, or otherwise alter any Routes during the Term without five (5) days' written notice to GCS.

D. Duty of Care. The Parties expressly understand and agree that the City shall owe to Eligible Riders the same duty of care as it owes to all other Transit System patrons during the Term. Nothing in this Agreement shall (a) increase the duties owed by the City to any Transit System patrons, whether an Eligible Student or not, or (b) obligate the City to assume any of the liability, responsibilities, or duties of GCS.

SECTION IV. RESPONSIBILITIES OF GCS

A. Compensation.

i. Ridership Fee. GCS shall pay to the City a per day ridership fee of one dollar and fifty cents (\$1.50) per Eligible Student per Eligible Day.

ii. Limitations. Unless otherwise mutually agreed to in a written amendment as permitted by the terms hereunder, GCS shall not be obligated to pay the City for any rides on the Transit System taken by Eligible Students on days other than Eligible Days. Days when GCS is not obligated to pay the City include, but are not limited to, days when classes are not held in person at GCS Schools, weekends, and days when ridership fees are not permitted by applicable law.

iii. Late Payments; Unpaid Invoices. In addition to and without compromising any other legal rights and remedies that the City may have in enforcing the terms of this Agreement, the City may, in its sole discretion, suspend the use of Student IDs to ride the Transit System as permitted under this Agreement if any part of a scheduled payment remains unpaid for thirty (30) days or more after it is due. See **Section VI** below.

C. Duty of Care. GCS expressly agrees that it shall not delegate to the City any special duty of care by way of this Agreement and that, pursuant to **Section III.D**, the City shall owe to Eligible Riders the same duty of care as owed to all other Transit System patrons.

D. Travel Training.

i. Notifying Eligible Riders. GCS shall use reasonable efforts to notify Eligible Riders of how to ride the Transit System using Student IDs.

ii. Training Eligible Riders. GCS shall be solely responsible for training Eligible Students on how to ride the Transit System using Student IDs, including covering the High Point Transit System Passenger Conduct Rules, attached hereto as **Exhibit B** and incorporated herein by reference, with the Eligible Students.

E. Marketing, Advertising, and Communications Support. GCS will cooperate to the best of its ability with the City's efforts to advertise, market, and otherwise promote the Transit System to Eligible Riders. To the greatest extent possible, GCS will integrate the City's Transit System promotional information into its existing marketing and communications mechanisms.

i. These communication mechanisms include links from Transit System websites to school websites and the use of school intranet and internal messaging systems. In addition, GCS will support efforts to advertise and promote the Transit System in

campus print publications. GCS will undertake practical efforts to integrate Transit System stop and shelter locations onto campus maps, signage, and other media that may be appropriate to reach Eligible Riders.

ii. While complimentary advertising and marketing mechanisms are not expected or required, a cooperative approach in developing and implementing an effective communications campaign will help to ensure the success of this project.

SECTION V. FARE MEDIA AND IDENTIFICATION TRACKING

A. Responsibilities of the City.

i. The City shall provide GCS with monthly ridership reports of all rides by Eligible Students.

ii. The City shall cooperate with GCS or any vendor of GCS that uploads Student IDs to the City's fare collection system in order to maintain a list of Student IDs.

B. Responsibilities of GCS.

i. GCS will be responsible for the accuracy, correctness, and validity of the Student IDs issued to Eligible Riders.

ii. GCS shall be responsible for (a) verifying that the student identification cards listed on the monthly ridership report are Student IDs and (b) providing the City with written notification listing invalid student identification cards on the monthly ridership report, if any, within ten (10) days of receiving the monthly ridership report.

iii. GCS or its vendor shall upload Student IDs to the City's fare collection system.

iv. GCS shall identify a contact person responsible for compliance with this Section and promptly provide the City with the contact person's name, telephone number, and email address.

C. Notices under This Section.

i. Notices required under this **Section V**, including the monthly ridership report and notices of invalid student identification cards on the monthly ridership report, shall be sent as follows:

To the City:
Angela Wynes
Transit Manager
angela.wynes@highpointnc.gov
336.833.3062
716 West Martin Luther King Jr. Drive
High Point, NC 27262

To GCS:
Faye Crowder-Phillips
Executive Director of Transportation
crowdef@gcsnc.com
336.579.7045
131 Franklin Boulevard
Greensboro, NC 27401

SECTION VI. PAYMENT OF FARES

A. Monthly Invoice and Late Payment. High Point shall provide a monthly invoice to GCS. Payment shall be due within thirty (30) days of the invoice date. If there is an invoice dispute between the Parties, and the Parties cannot resolve it within ninety (90) days of invoice date, the Parties shall enter into non-binding mediation prior to initiating any remedies at law.

SECTION VII. INDEMNIFICATION

A. General Indemnification. To the extent permitted by applicable law, each Party agrees to defend, indemnify, and hold harmless the other Party and its officers, directors, employees, agents, successors, and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers arising out of or resulting from:

- i. Bodily injury to or death of any person or damage to real or tangible personal property resulting from the willful, fraudulent, or negligent acts or omissions of the Party or its personnel; and
- ii. Either Party's breach of any representation, warranty, or obligation set forth in this Agreement.

SECTION VIII. MISCELLANEOUS

A. Entire Agreement, Conflicting Provisions. This Agreement, together with all exhibits and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In case of a conflict between the provisions of this Agreement and the provisions of any exhibit, attachment, or other document referenced by or incorporated into this Agreement, the provisions of this Agreement shall control and prevail.

B. Captions and Headings. The captions and headings contained in this Agreement are for convenience and reference only, and do not define, describe, extend, or limit the scope or intent of this Agreement or the scope or intent of any provision contained herein.

C. Modification, Severability, No Waiver. The Agreement may be modified, amended, or supplemented only by an agreement in writing signed by each Party hereto. The invalidity of one or more phrases, sentences, clauses, or sections in the Agreement shall not affect the validity of the remaining portions of the Agreement, so long as the material purpose of the Agreement can be determined and effectuated. Any failure by either Party to enforce any of the provisions of the Agreement or to require compliance with any of its terms at any time during the Term shall in no

way affect the validity of the Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any such provision.

D. Governing Law, Jurisdiction. This Agreement and performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of North Carolina without giving effect to its principles regarding conflicts of laws. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Services provided hereunder shall be instituted exclusively in the courts of North Carolina located in Guilford County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court. To the extent permitted by applicable law, if any suit, action, or other legal or administrative proceeding is instituted or commenced by either Party hereto against the other Party arising out of or related to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party, in addition to any damages and costs otherwise awarded to the prevailing Party.

E. No Joint Venture. This Agreement shall not, under any circumstances, be construed to make the City and GCS partners, joint venturers, or parties to similar relationships with each other.

F. Counterparts. This Agreement may be signed in any number of counterparts, and all such counterparts together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

G. Notices. Except as otherwise provided in **Section V.C**, all notices, approvals, consents, requests, or demands required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt) or (b) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested postage prepaid. Such communications must be sent to the respective Parties at the addresses indicated below (or at such other address for a Party as shall be specified in a notice given in accordance with this Section):

To the City:

Angela Wynes
Transit Manager
716 West Martin Luther King Jr. Drive
High Point, NC 27262

With a copy to:

Attn: City Attorney's Office
City of High Point
P.O. Box 230
High Point, NC 27261

To GCS:

Faye Crowder-Phillips
Executive Director of Transportation
131 Franklin Boulevard
Greensboro, NC 27401

H. Confidential Information. Except as otherwise required by law, GCS will exempt from disclosure proprietary information, trade secrets, and confidential commercial and financial information submitted pursuant to this Agreement. Any such proprietary information, trade secrets, or confidential commercial and financial information which the City believes should be exempted from disclosure shall be specifically identified and marked as such before submitting it to GCS.

I. Public Records. Pursuant to the North Carolina Public Records Act (“Act”), trade secrets or confidential information, as defined by the Act, that are exempt from disclosure under the Act and are identified as such prior to disclosure to the City are not public information and will not be released to the public by the City. The City will notify GCS of any public records request for any confidential commercial or financial information, trade secrets, or proprietary information which GCS has previously marked “Confidential,” and, if GCS objects to the disclosure of any of the records responsive to the request, GCS will notify the City in writing within forty-eight (48) hours. Except as required by the applicable public records law, if so notified, the City will not disclose the records until ordered to do so by a court of competent jurisdiction, and GCS will enter an appearance as a party-in-interest and defend the City in any claim, suit, mediation, litigation, or arbitration proceeding concerning the release of the records to which GCS objected. GCS will indemnify, hold harmless, and pay any and all attorney's fees incurred by the City and any attorney's fees it is ordered to pay to any person(s) or organization(s) as a result of GCS's objection to the release of the public records. GCS will also indemnify, hold harmless, and pay any and all claims for damages, court costs, or other fees the City incurs as a result of GCS's objection to the release of the records requested pursuant to the Act.

J. Compliance with Legal Requirements. The Parties shall comply with the requirements of applicable federal, state, and local laws, ordinances, and regulations.

K. Non-Appropriation Clause. It is understood and agreed between the Parties that payment of compensation specified in this Agreement is dependent upon and subject to the sufficiency of funds for the purpose set forth in this Agreement. At this time, it is believed that appropriate funds have been allocated to compensate for the fees described above. If such funds are not allocated or not sufficient, GCS may terminate this Agreement with minimal penalty or liability.

L. Interpretation. For purposes of this Agreement, (a) the words “include,” “includes,” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof, and (y) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

M. Representation of Authority. Any individual executing this Agreement on behalf of a Party hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of the Party and does so with full legal authority.

Separate signature pages follow.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

**GUILFORD COUNTY BOARD OF
EDUCATION**

By: _____

Name: _____

Title: _____

Preaudit Certificate

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

Tyler Beck, Finance Officer

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

THE CITY OF HIGH POINT

By: _____

Name: Damon Dequenne

Title: Assistant City Manager

Preaudit Certificate

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

Bobby Fitzjohn, Finance Officer

Exhibit A
to Interlocal Agreement
GCS Calendar

Guilford County Schools Traditional Academic Calendar 2024-2025

Holidays: 11

Vacation Days: 10

Optional Teacher Workdays: 5

Mandatory Teacher Workdays: 9

Student Days: 180

Student Hours: 1,080

JULY 2024						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JANUARY 2025						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

1 New Year's Day Holiday
 2 Vacation Day
 3 Optional Teacher Workday
 20 Martin Luther King, Jr. Holiday
 24 End Q2 (43 Days)
 27 Mandatory Teacher Workday

Instructional Days: 18

19-22 Mandatory Teacher Workdays
 23 Optional Teacher Workday
 26 First Day for Students

Instructional Days: 5

AUGUST 2024						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY 2025						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

17 Mandatory Teacher Workday

Instructional Days: 19

2 Labor Day Holiday

Instructional Days: 20

SEPTEMBER 2024						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MARCH 2025						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

28 End Q3 (43 Days)
 31 Mandatory Teacher Workday

Instructional Days: 20

18 Optional Teacher Workday

Instructional Days: 22

OCTOBER 2024						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL 2025						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

14-17 Vacation Days
 18 Spring Holiday

Instructional Days: 17

1 End Q1 (48 Days)

4 Mandatory Teacher Workday

5 Optional Teacher Workday

11 Veterans Day Holiday

27 Vacation Day

28-29 Thanksgiving Holidays

Instructional Days: 15

NOVEMBER 2024						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

MAY 2025						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

27 Memorial Day Holiday

Instructional Days: 21

23 Vacation Day
 24-26 Winter Holidays
 27, 30-31 Vacation Days

Instructional Days: 15

DECEMBER 2024						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE 2025						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

11 Last Day for Students, End Q4 (46 Days)

12 Mandatory Teacher Workday

13 Optional Teacher Workday

Instructional Days: 8

Guilford County Schools Traditional Academic Calendar 2025-2026

Holidays: 11
 Vacation Days: 10
 Optional Teacher Workdays: 4
 Mandatory Teacher Workdays: 10
 Student Days: 180
 Student Hours: 1,080

JULY 2025						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JANUARY 2026						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

1 New Year's Day Holiday
 2 Optional Teacher Workday
 19 Martin Luther King, Jr. Holiday
 23 End Q2 (44 Days)
 26 Mandatory Teacher Workday

Instructional Days: 18

18-22 Mandatory Teacher Workdays
 25 First Day for Students

Instructional Days: 5

AUGUST 2025						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

FEBRUARY 2026						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

16 Mandatory Teacher Workday

Instructional Days: 19

1 Labor Day Holiday

Instructional Days: 21

SEPTEMBER 2025						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MARCH 2026						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

27 End Q3 (43 Days)
 30-31 Vacation Days

Instructional Days: 20

2 Optional Teacher Workday
 10 Optional Teacher Workday
 31 End Q1 (47 Days)

Instructional Days: 21

OCTOBER 2025						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL 2026						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

1-2 Vacation Days
 3 Spring Holiday
 6 Mandatory Teacher Workday

Instructional Days: 18

3 Mandatory Teacher Workday
 11 Veterans Day Holiday
 26 Vacation Day
 27-28 Thanksgiving Holidays

Instructional Days: 15

NOVEMBER 2025						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY 2026						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

25 Memorial Day Holiday

Instructional Days: 20

22-23 Vacation Day
 24-26 Winter Holidays
 29-31 Vacation Days

Instructional Days: 15

DECEMBER 2025						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JUNE 2026						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

10 Last Day for Students, End Q4 (46 Days)
 11 Mandatory Teacher Workday
 12 Optional Teacher Workday

Instructional Days: 8

Exhibit B
to Interlocal Agreement

High Point Transit System Passenger Conduct Rules

High Point Transit System believes your trip should be pleasant and safe. To help assure this, we have rules of conduct for all passengers. Passengers that do not comply with the following rules are subject to removal. High Point Transit System reserves the right to suspend or terminate riding privileges of clients who threaten the health and/or safety of other customers, bus operators or transportation staff, or engage in other activities listed below. High Point Transit System bus operators have the authority to enforce passenger conduct rules.

Passengers will not:

- Eat, drink, or smoke on the bus.
- Carry uncaged pets on the bus (except service animals).
- Sit or stand in areas other than those designated for sitting or standing.
- Sit in a seat designated for senior citizens or persons with disabilities unless authorized.
- Stand forward of area marked by yellow line behind the bus operator.
- Stand in the front or rear door area.
- Spit inside or from the bus.
- Throw any object from the bus.
- Distract bus operator.
- Play any musical instrument, radio, cassette/CD player, or other electronic device, except through headphones. The volume must be low enough that the person next to you cannot hear the music.
- Project items, arms, or any other part of their body out the windows.
- Place objects or impediments in the aisle.
- Bring hazardous, flammable, or toxic materials on the bus.
- Bring or use alcohol or drugs on the bus.
- Unless authorized by law, bring guns or other firearms on the bus.
- Leave offensive materials or trash on the bus.
- Wear clothing, costumes, masks, or other items that may cause injury to self or others.
- Verbally or physically abuse, threaten, or attack other passengers or bus operators.
- Push, shove, run, jump, or throw objects within the bus.
- Engage in lewd or offensive conduct or indecent exposure.
- Defecate, urinate, or release other bodily fluids on the bus or bus stop facilities.
- Have unacceptable standards of personal hygiene.
- Make marks, etchings, cuts, or damage or deface High Point Transit System property.
- Place signs, posters, bulletins, handbills, or printed material inside, outside, or on bus or bus stop facilities.
- Refuse to obey posted High Point Transit System notices, signs, or other written communications directed to passengers.
- Violate any local, state, federal, agency, or administrative law, regulation, or ordinance.
- In the event of an emergency, refuse to cooperate with bus operator or High Point Transit System representative.

04/01/2017

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration and Ratification of a Nonprofit Organization Agreement with the High Point Arts Council, Inc.

FROM:
Greg Ferguson
Deputy City Manager

MEETING DATE:
September 18, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Nonprofit Organization Agreement

PURPOSE: To ratify an agreement authorizing the High Point Arts Council, Inc. to fundraise and collect private sector funds, which will then be donated to the City, for the Coltrane Project (as defined below).

BACKGROUND: The City owns 118 Underhill Street, on which the childhood home of jazz legend John Coltrane sits (the "Coltrane House"). On August 18, 2025, the City committed up to two hundred thousand dollars (\$200,000.00) to be used for the rehabilitation and restoration of the Coltrane House for future use and operation contingent upon first, the completion of a request for proposal process to satisfactorily identify an entity to operate and program the space, and second, the securing of at least two hundred thousand dollars (\$200,000.00) in matching funds from the private sector, to be used towards the final construction costs necessary to obtain a certificate of occupancy for the Coltrane House.

On August 29, 2025, the City executed a Nonprofit Organization Agreement with the High Point Arts Council, Inc. to lead the private fundraising efforts. This was done to allow fundraising to occur at the John Coltrane International Jazz and Blues Festival held August 30-31, 2025.

BUDGET IMPACT: The City will appropriate the funds from the private sector fundraising, via a budget ordinance amendment, after the \$200,000 goal has been reached.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider the ratification of a Nonprofit Organization Agreement with the High Point Arts Council, Inc. to lead the private fundraising efforts and the City's acceptance of those private sector donations for the Coltrane Project and authorize the appropriate City Official(s) to execute all necessary documents.

NONPROFIT ORGANIZATION AGREEMENT

This **NONPROFIT ORGANIZATION AGREEMENT** (“Agreement”) is made on 08/29/2025 (“Effective Date”), by and between the City of High Point, a North Carolina municipal corporation (“City”), and High Point Arts Council, Inc., a North Carolina nonprofit corporation (“Organization”) (City and Organization hereinafter collectively referred to as the “Parties” and individually as the “Party”).

WHEREAS, the City owns 118 Underhill Street in High Point, REID 190894, on which the childhood home of jazz legend John Coltrane sits (the “Coltrane House”);

WHEREAS, the City intends to work with community partners to rehabilitate and restore the Coltrane House for future use and operation (the “Coltrane Project”);

WHEREAS, on August 18, 2025, the City committed up to two hundred thousand dollars (\$200,000.00) to be used for the Coltrane Project contingent upon first, the completion of a request for proposal process to satisfactorily identify an entity to operate and program the space, and second, the securing of at least two hundred thousand dollars (\$200,000.00) in matching funds from the private sector, to be used towards the final construction costs necessary to obtain a certificate of occupancy;

WHEREAS, the Organization is nonprofit corporation, organized and operated exclusively for exempt purposes as set forth in section 501(c)(3) of the Internal Revenue Code;

WHEREAS, for over sixty years the Organization has funded, programmed, and advocated for the arts in High Point with the mission to keep art alive, accessible, and advance the arts in our High Point, and regularly fundraises for arts related community projects;

WHEREAS, the Organization has agreed to provide administrative services for private sector fundraising as set forth in **Exhibit A** (“Services”), attached hereto and incorporated herein by reference; and

WHEREAS, the City has determined that the Organization is capable of providing the Services, it is in the public’s interest for the Organization to do so, and the Services are in furtherance of a public purpose that the City is authorized by law to engage in.

NOW, THEREFORE, the City and the Organization, in consideration of their mutual covenants, hereby agree as follows:

SECTION I. RESPONSIBILITIES OF THE ORGANIZATION

A. Provision of the Services. The Organization shall provide the Services as set forth in **Exhibit A**.

B. Compliance with Law. The Organization shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Services. The Organization shall not discriminate in any manner based on a protected class.

C. E-Verify. The Organization certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Agreement, it will continue to comply with these requirements. The Organization also certifies that it will require that all of its subcontractors that provide any of the Services comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Agreement.

D. No Debarment. The Organization represents and warrants to the City that it is not currently (a) under sanction, exclusion, or investigation (civil or criminal by a federal or state enforcement, regulatory, administrative, or licensing agency) or otherwise ineligible for federal or state program participation, or (b) listed on North Carolina or any other state or federal debarment databases (e.g., Office of Inspector General and System for Award Management).

SECTION II. RESPONSIBILITIES OF THE CITY

A. Administrative Fee. Once the Organization raises two hundred thousand dollars (\$200,000.00) in private sector contributions for the Coltrane Project, the City agrees for the Organization to collect a five percent (5%) fee to cover administrative costs for the provision of the Services (the "Administrative Fee").

SECTION III. RELATIONSHIP BETWEEN THE PARTIES

A. Independent Contractor. The Organization is an independent contractor. The Organization, its employees, subcontractors, suppliers, and consultants are not, individually or collectively, to be deemed an employee or employees of the City under any circumstances. This Agreement shall not under any circumstances be construed to make the City and the Organization joint venturers, partners, or parties to similar relationships with each other.

SECTION IV. TERM AND TERMINATION

A. Term. This Agreement begins upon the Effective Date and runs until the completion of the Services.

B. Termination for Convenience by the City. The City may terminate this Agreement for the convenience of the City. If this Agreement is terminated for convenience by the City, the Organization shall be paid, or allowed to retain, such funds that reflect the portion of Services satisfactorily provided by the Organization through the date upon which written notice of the City's termination is sent to the Organization.

C. Provisions that Survive. Notwithstanding subsections A. and B. of this section, Organization's obligations under Section V. shall survive the expiration or termination of this

Agreement.

SECTION V. REPORTING AND AUDITS

A. Reporting Schedule and Form. During the Term of this Agreement, the Organization shall submit monthly written progress reports to the City showing the private contributions collected each month and in total. All reporting shall be directed to the City Manager's Office.

B. Audits. The City may, in its sole discretion, require the Organization to provide an audit of the private sector contributions for the Coltrane Project. Such an audit must be conducted in accordance with generally accepted accounting principles by a certified public accountant.

SECTION VI. DISCLAIMER, INDEMNIFICATION, AND INSURANCE

A. Disclaimer of Liability. Under no circumstances will the City be liable for the Organization's provision of the Services.

B. General Indemnification. To the fullest extent allowed by law, the Organization shall indemnify, hold harmless, and defend the City, its employees, agents, and representatives, from and against any and all claims or damages directly or indirectly arising out of or resulting from or related to the Organization's provision of the Services.

C. Insurance. The Organization shall, at its own cost and expense, procure and maintain, and cause all subcontractors and suppliers to procure and maintain, in full force and effect during the entire term of this Agreement, commercially reasonable insurance coverage.

D. The City as Additional Insured. The City, its employees, agents, and representatives shall be listed as an additional insured on all insurance coverages procured by the Organization pursuant to this Agreement.

E. Certificates of Insurance. The Organization shall, prior to the Organization's provision of the Services, provide properly completed certificates of insurance showing the existence and effective dates of all coverages, to be attached hereto as **Exhibit B**.

SECTION VII. MISCELLANEOUS

A. Entire Agreement, Conflicting Provisions. This Agreement, together with all exhibits and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In case of a conflict between the provisions of this Agreement and the provisions of any exhibit, attachment, or other document referenced by or incorporated into this Agreement, the provisions of this Agreement shall control and prevail.

B. Captions and Headings. The captions and headings contained in this Agreement are for convenience and reference only, and do not define, describe, extend, or limit the scope or intent of this Agreement or the scope or intent of any provision contained herein.

C. Severability. The invalidity of one or more phrases, sentences, clauses, or sections in this Agreement shall not affect the validity of the remaining portions of this Agreement, so long as the material purpose of this Agreement can be determined and effectuated.

D. No Waiver. Any failure by either Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any such provision.

E. Counterparts. This Agreement may be signed in any number of counterparts, and all such counterparts together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

F. Governing Law; Jurisdiction. This Agreement and performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of North Carolina without giving effect to its principles regarding conflicts of laws. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Services provided hereunder shall be instituted exclusively in the courts of North Carolina located in Guilford County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court. To the extent permitted by applicable law, if any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party hereto against the other Party arising out of or related to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party, in addition to any damages and costs otherwise awarded to the prevailing Party.

G. Successors and Assigns; Assignment. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement. Neither Party may assign, sublet, subcontract, or transfer any interest in this Agreement without the prior written consent of the other Party.

H. Amendments and Waivers. This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each Party hereto. No waiver by either Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving.

I. Representation of Authority. Any individual executing this Agreement on behalf of the Organization hereby represents and warrants that he or she is, on the date he or she signs this Agreement, is duly authorized by all necessary and appropriate action to execute this Agreement on behalf of the Organization and does so with full legal authority.

Separate signature pages to follow

IN WITNESS WHEREOF, the City and the Organization have caused this Agreement to be executed by their duly authorized representatives.

ORGANIZATION

Catena Bergevin

By: 73F6F5C36A2FDBDA4EB83ED2B501A635 contractworks.

Printed Name: Catena Bergevin

Title: President/Executive Director

THE CITY OF HIGH POINT

Tasha Logan Ford

By: B43E07167B077FC08A53CE3CEFC4C9D3 contractworks

Tasha Logan Ford, City Manager

Preaudit Certificate

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

Bobby Fitzjohn

BB0A0449DDBEACDE4DF56386107C46DB contractworks.

Bobby Fitzjohn, Finance Officer

Exhibit A

to Nonprofit Organization Agreement

Services to be Provided by the Organization

The Organization shall fundraise, including but not limited to advertising, soliciting, and collecting private sector funds to be used for the Coltrane Project. The private sector fundraising goal is \$200,000.00 (the "Private Sector Goal"). When the Private Sector Goal is met, the Organization shall send those funds to the City, less the Administrative Fee.

If the Organization exceeds the Private Sector Goal, it shall send any and all funds collected for the Coltrane Project to the City. The City may use funds in excess of the Private Sector Goal for the use, operation, and programming of the Coltrane House, which may include interior and/or exterior cosmetic work, ongoing maintenance, or other appropriate work in furtherance of the Coltrane Project.

If the Organization does not meet the Private Sector Goal, in the City's sole discretion, the Organization will either send the private funds collected to the City or return the funds to the donors.

The Organization is responsible for proper recordkeeping, legal, and tax compliance.

Exhibit B
to Nonprofit Organization Agreement

Certificate of Liability Insurance

See next page(s).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/23/2025

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 JONES AND PEACOCK, INC. 1812 Eastchester Drive High Point NC 27265		CONTACT NAME: Sandra Byerly PHONE (A/C, No, Ext): (336) 889-8282 FAX (A/C, No): (336) 889-2338 E-MAIL ADDRESS: sandra@jonesandpeacock.com	
INSURED High Point Arts Council, Inc. 121 S Centennial St High Point NC 27260-5213		INSURER(S) AFFORDING COVERAGE INSURER A: The Cincinnati Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 28665	

COVERAGES**CERTIFICATE NUMBER:** CL2562305198**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			EPP 0406645	11/06/2024	11/06/2025	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000				
			MED EXP (Any one person) \$ 20,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							SPCEV \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	DED RETENTION \$						PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

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

© 1988-2015 ACORD CORPORATION. All rights reserved.