



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, October 30, 2025

4:00 PM

Council Chambers

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

CALL TO ORDER

PRESENTATION OF ITEMS

- 2025-439 **Consideration of a Resolution Approving an Interlocal Agreement for Involuntary Commitment and Transportation**
City Council is requested to consider a resolution approving an Interlocal Agreement between the City of High Point and Guilford County, Greensboro, and Gibsonville, for involuntary commitment and transportation as required by North Carolina General Statute §122C-251 and authorize the appropriate City Official(s) to execute all necessary documents.
- 2025-440 **Consideration of a Resolution Regarding a Donation from the Guilford County Association of Scuba Professionals**
City Council is requested to consider a resolution regarding a donation of dive equipment from the Guilford County Association of Scuba Professionals to support public safety operations and authorize the appropriate City Official(s) to execute all necessary documents.
- 2025-441 **Consideration of a Contract with P&S Grading, LLC**
City Council is requested to consider a contract with P&S Grading, LLC for parking lot resurfacing in the amount of \$917,571 and authorize the appropriate City Official(s) to execute all necessary documents.
- 2025-442 **Consideration of a Contract Amendment with Surety Systems, Inc.**

City Council is requested to consider an amendment to the Agreement for Services with Surety Solutions, Inc., bringing the total not-to-exceed amount to \$168,000 and authorize the appropriate City Official(s) to execute all necessary documents.

2025-443

Consideration of a Contract with Metcon Construction

City Council is requested to consider the Construction Manager at Risk (CMAR) contract with Metcon Construction to perform Programming and Reconstruction Services for the Electric Operations Center in the amount of \$496,572, and authorize the appropriate City Official(s) to execute all necessary documents.

2025-444

Consideration of a License Agreement with Visit High Point for a Public Art Installation

City Council is requested to consider a License Agreement with Visit High Point for use of a portion of the city-owned property at 726 West Grimes Avenue for a public art installation.

ADJOURNMENT

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Resolution Approving an Interlocal Agreement for Involuntary Commitment and Transportation

FROM:
Curtis Cheeks
Chief of Police

MEETING DATE:
October 30, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

- ATTACHMENTS:**
1. Resolution
 2. Interlocal Agreement
-

PURPOSE: Request to approve a resolution to ratify an interlocal agreement between Greensboro, Guilford County, Gibsonville, and High Point to adopt the Agreement for Involuntary Commitment Transportation required by North Carolina General Statute §122C-251. This law requires that a city or county shall adopt a plan for the transportation of respondents in involuntary commitment proceedings.

BACKGROUND: This Agreement for Involuntary Commitment Transportation is an amended version of the agreement that has been in place since November 2019, setting out which agency handles service and transportation for involuntary commitment respondents. Some of the responsibilities between the agencies have been updated and the Greensboro Police Department, Guilford County Sheriff's Office, Gibsonville Police Department, and High Point Police Department have all expressed their approval of this updated agreement. The transport covered by this agreement can cover transport to treatment facilities within Guilford County and transportation of the respondent back home upon completion of the treatment. The agreement is designed to limit the occasions when High Point officers would have to travel to Greensboro in connection with involuntary commitments.

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

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a resolution approving an Interlocal Agreement between the City of High Point and Guilford County, Greensboro, and Gibsonville, for involuntary commitment and transportation as required by North Carolina General Statute §122C-251 and authorize the appropriate City Official(s) to execute all necessary documents.

**A RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN
INTERLOCAL AGREEMENT TO ADOPT THE AGREEMENT FOR INVOLUNTARY
COMMITMENT TRANSPORTATION**

WHEREAS, North Carolina General Statute 122C-251 requires the governing body of a city or county to adopt a plan known as an “Agreement for Involuntary Commitment Transportation” for the custody and transportation of respondents in involuntary commitment proceedings; and

WHEREAS, this requires an agreement among law enforcement agencies to be entered into regarding agency responsibility for involuntary commitment respondents; and

WHEREAS, the local law enforcement agencies wish to formalize the process of each agency’s responsibility for transporting involuntary commitment respondents; and

WHEREAS, the previous transportation plan agreed to in October of 2019 was in need of revision; and

WHEREAS, the High Point Police Department is in support of the agreement; and

WHEREAS, the City would like to enter into this involuntary commitment transportation agreement.

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 Greensboro, Guilford County, Gibsonville, and the City of High Point to adopt the Agreement for Involuntary Commitment Transportation between those parties. 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 3rd day of November, 2025.

Cyril Jefferson, Mayor

ATTEST

Sandra Keeney, City Clerk

THE STATE OF NORTH CAROLINA

GUILFORD COUNTY

**INTERLOCAL AGREEMENT FOR INVOLUNTARY COMMITMENT AND
TRANSPORTATION**

**BETWEEN GUILFORD COUNTY, THE CITY OF GREENSBORO,
THE CITY OF HIGH POINT AND THE TOWN OF GIBSONVILLE
NORTH CAROLINA**

WITNESSETH:

This Agreement is made and entered into effective as of the ___ day of October 2025, by and between the COUNTY of GUILFORD, by and through its Board of Commissioners (“COUNTY”); the CITY OF GREENSBORO, by and through its City Council (“GREENSBORO”); the CITY OF HIGH POINT, by and through its City Council (“HIGH POINT”); and the TOWN OF GIBSONVILLE, by and through its Board of Aldermen (“GIBSONVILLE”).

WHEREAS, subpart (g) of North Carolina General Statute §122C-251 requires that a city or county shall adopt a plan for the transportation of respondents in involuntary commitment proceedings conducted under Chapter 122C. Law enforcement, other affected agencies, and the area authority shall participate in the planning, and the plan must assure adequate safety and protections for both the public and the respondent.

WHEREAS, this Agreement is required and authorized by State law and is adopted for the purpose of improving behavioral health access, providing quicker transportation of persons to health care facilities, and to lower confusion and delays in the administration of these services to the citizens of Guilford County.

WHEREAS, this Agreement will be effectuated by adoption of the attached Agreement between the Guilford County Sheriff’s Office, the Greensboro Police Department, the High Point Police Department, and the Town of Gibsonville Police Department;

WHEREAS, Guilford County Board of Commissioners, Greensboro City Council, High Point City Council, and the Town of Gibsonville Board of Aldermen have resolved that the following plan for the transportation and custody of respondents in involuntary commitment proceedings under Article 5 of Chapter 122C of the North Carolina General Statutes should be and therefore is hereby adopted:

NOW, THEREFORE, in accordance with the foregoing, which are incorporated hereby, the parties agree as follows:

1. **Agreement:** The attached Agreement for Involuntary Commitment Transportation is hereby adopted pursuant to N.C.G.S. §122C-251.
2. **Liability:** To the fullest extent permitted by law, each party to this Agreement will be responsible for its own acts and omissions under this Agreement and for any liability resulting therefrom. In the event that the alleged acts or omissions of one party, or of its employees or officials, under this Agreement lead to a claim of derivative liability against another party to this Agreement, or against its employees or officials, the former shall indemnify and hold harmless the latter with respect to all such claims, including but not limited to attorney's fees and other costs of defense.
3. **No Agency:** Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of principal-agent or master-servant between any party (and/or its officers and employees) and another party (and/or its officers and employees).
4. **Execution:** Separate copies of this Agreement may be executed by the parties and signature pages or copies thereof brought together to form the completed document. This Agreement shall become effective upon execution by all parties and ratification by resolutions of the Guilford County Board of Commissioners, the Greensboro City Council, the High Point City Council, and the Town of Gibsonville in accordance with N.C.G.S. §160A-461.

SIGNATURES ON FOLLOWING PAGES

GUILFORD COUNTY

Victor Isler
County Manager

Andrea Leslie-Fite
County Attorney

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CITY OF GREENSBORO

Nathaniel “Trey” Davis
City Manager

Lora C. Cabbage
City Attorney

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CITY OF HIGH POINT

Tasha Logan Ford
City Manager

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TOWN OF GIBSONVILLE

Ben Baxley
Town Manager

Robert “Bob” Giles
Town Attorney

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Resolution Regarding a Donation from the Guilford County Association of Scuba Professionals

FROM:
Brian Evans
Fire Chief

MEETING DATE:
October 30, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:

1. Resolution
2. Donation Letter
3. Inventory List

PURPOSE: To seek approval from City Council for the acceptance of donated dive rescue equipment from the Guilford County Association of Scuba Professionals (GASP). This donation will enhance the department’s ability to support Guilford County’s only dive and water rescue operations and improve overall emergency response capabilities on and around local waterways.

BACKGROUND: High Point Fire Department currently serves as the county’s sole provider of specialized public safety dive services and has been offered a donation of scuba equipment from GASP intended to support public safety operations.

This donation will enhance the department’s capabilities in water rescue, underwater search and recovery and diver training. It will also support community outreach initiatives, including the annual rowing festivals.

The equipment is in great condition and has been inspected to ensure it meets operational safety standards. Acceptance of this donation will supplement existing resources without requiring additional funding, while expanding the department’s ability to serve the community.

BUDGET IMPACT: N/A

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a resolution regarding a donation of dive equipment from the Guilford County Association of Scuba Professionals to support public safety operations and authorize the appropriate City Official(s) to execute all necessary documents.

**RESOLUTION OF THE HIGH POINT CITY COUNCIL ACCEPTING THE
DONATION OF EQUIPMENT FROM THE GUILFORD COUNTY ASSOCIATION OF
SCUBA PERSONNEL**

WHEREAS, the Guilford County Association of Scuba Personnel desires to donate to the City of High Point a collection of equipment consisting of a Dodge Ram 2500, a dual-axle custom-made boat trailer, a pontoon boat and trailer, and various other equipment related to dive operations (“Property”); and

WHEREAS, the City of High Point wishes to accept the donation of the Property by signing the attached agreement with the Guilford County Association of Scuba Personnel, 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 accept the donation of Property from the Guilford County Association of Scuba Personnel.

Adopted this the 3rd day of November, 2025.

Cyril Jefferson, Mayor

ATTEST:

Sandra Keeney, City Clerk



To: Tasha Logan Ford, City Manager

Re: GASP / Guilford County Dive Team donation

Date: 9-23-2025

Chief Evans / Chief Foster

This letter confirms our conversations regarding the GASP (Guilford County Association of Scuba Personnel) donation of gear. After 40 years, GASP is shutting down its operations and we would like to officially donate our gear to the High Point Fire Department.

We hope that HPFD will be able to use this gear in fulfillment of its mission.

Specifically, GASP is donating:

- **WR60 Ram Truck,**
- **WR 60 Trailer with Zodiac and inflatable boat,**
- **WR60 enclosed trailer.**
- **WR60 pontoon and trailer**
- **All dive gear enclosed in those vehicles.**

All gear is donated “as is” with no implied degree of workmanship or otherwise.

Please remain safe throughout your call-outs. Prayers for you and your team.

Sincerely,

David Albright
President Board of Directors

Tasha Logan Ford
City Manager

Grayson Sutherland

Board of Directors

cc- Jim Albright Director GCEMS

GASP gear inventory - WR60 truck, WR60 trailer, pontoon and dual axle trailer enclosed with changing compartment upfront

<u>Type</u>	<u>Comments</u>
Pontoon Boat	Pontoon trailer / Ponton boat with Yamaha Four stroke outboard motor and pontoon shade cover - NC tag # NC 9141 - P
Pontoon Boat items	Fire Extinguisher, Portable gas tanks, buoys or boat side protectors
WR60 Truck	Dodge Ram 2500 Turbo Diesel truck with cover for storing gear
WR60 Trailer	dual axle custom made trailer with room for three boats stackable - NC 94922 - T
Zodiac	WR60 zodiac with jet drive outboard motor Yamaha 40 hp
Yamaha	Outboard motor prop 15 hp
Gas Tanks	portable outboard motor gas tanks 5 gallon 3
Batteries	2 Interstate batteries used in Zodiac for outboard motor
Lorraine	Hummingbird Helix 12
First Aid Bag	Orange first aid bag with various items
Tool Kit	Divers tool repair kit
Flashlights	Various older flashlights 9 + 1
Diver Rite	Dive lights 4 plus additional storage cases with chargers
OTS	Headset
Misc box	Kobalt hex tool set, spark plugs, batteries, AAA, C, 9V
Master Lock Cable	Cable lock with keys
NRS	Raft repair kit
Air Tank Guages	2 scuba tank pressure gauges
Life Jacket	Life jacket safety lights, safety whistles 4
O Ring Kit	Diver O ring kit for replacing worn or lost o-rings
West Marine	PDF's 7
Swiftwater	PDF's - 4 yellow class 5
Tent	Portable tent 10x10
Tool Bag	Red tool bag with various items- ax, etc
Camp Chairs	Two
Step Stool	one
Bag	Victim recovery bag
Hastings	Extendable grab pole
Bucket	Cleaning supplies and decon
Paddles	4 john boat paddles
Makita	3 portable free standing lights
Makita	2 charging stations and extra batteries in Makita storage bag
Flashlights	5 lights not in case, some with scuba bracket attachments
Mask Bags	3 zippered bags, 2 soft bags for OTS mask
Olus	dry storage bag
Throw Bags	9 with various length lines

Chess Harness bag	webbing for chest harness
Paddles	2 in Zodiac
NRS	Swiftwater suit and helmet 2
Mustang	Survival swiftwater life jacket
Fire Extinguisher	one for zodiac
Honda	one portable generator
Otter	Blue inflatable otter boat on WR60
Gas Containers	Three portable gas containers
Jack Stays	Two
Scuba Tanks	Primary scuba tanks yellow 6 on WR60 trailer
Trailer	Dual Axle trailer storage for various dive gear
Stokes Basket	One
Aluminum	12' ladder
Yellow box	equipment box with various items
Clear Plastic Container	Spare tank holders
Body Bag	4 solid - 1 open body bag recovery bag
Lift Bag	2 large 1 small
Fabric bag	Divator Mask 2, OTS Diver Comm set
Bumper pads	four small pads, 2 large orange in color for stokes basket
Storage box	Interspiro mask - 5, Dive Rite Flashlights,
Storage box	4 pars of fins, 12 throw bags of various length ropes, reel of rope
Case	Case with swiftwater rope / lines
Jack Stays	Three
Large Box	Tow lines, Lift bags, swiftwater supplies
Gas Containers	one portable
Mannequin	one small child
Weights	various lead and soft container dive weights
Wagon	Two small wagons for hauling gear
Sealed Air	Two large blue storage bags with sealed air hosing
Raft	One inflatable raft
Tarps	Various tarps for ground cover
Life Jackets	Class 5 - 11
Scuba Tanks	80cuft scuba tanks - 19
Mini Scuba Bottles	Mini scuba bottles - 12
Dive Flag	One
Misc box	one pair of fins, weight belts in front trailer
Scuba Rigs	9 complete sets of scuba rigs with BCD's
PFD	Mustang - 7

Scuba Rigs	5 scuba rigs
Bottles	Recovery bottles 4
Swiftwater	2 bags of complete set of swiftwater boots, gloves, hoodie
Warm Weather gear	2 sets of undergarments for divers
Thermal Gear	6 + 3 sets in medium and large storage bags
Aqua Lung	BCD with scuba connectors
DUI	Bag with cold weather undergarment gear
Cardboard Box	Wrist seals, neck seals
Duffle Bags	Addidas 7 duffle bags
Cardboard box	Strobe lights 14
Dry Suit	DUI Cortex dry suit
Dry Suit	Hollis Dry Suits - 8, thermal gear 1, boots 3 pair
Dry Suit	Whites Dry Suits 3 , thermal suit 1
Dry Suit	Cortex 1
Box -	Dry Suit seals
Hollis	Boots 7 new pair
Zeagle	BCD 1
Hollis	BCD 1
Container	Apeks first stage 6, octopus 3, regulators 3, shears 7, dive knives 9, lp hoses 10-12, harness belts 4, Diver belts 6
Cardboard box	Mask rebuild kits approximately 30-40
Tote	black and yallow tote 11pair fins
Tote	blue tote cold water hoods and gloves
Orange box	Communications set OTS 101
Black Box	small Hummingbird sonar device
Rain Suits	4 pants, 7 coats
Dive mask	Nine
Comm Unit	Orange container duffle bag with wires comm unit, 2 divator mask with ear and mic pieces, MK-7, two wired tender lines

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Contract with P&S Grading, LLC

FROM:
Trevor Spencer
Engineering & Facilities Director

MEETING DATE:
October 30, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
September 9, 2025

ATTACHMENTS:
1. Bid Recommendation Form

PURPOSE: Engineering Services recommends City Council approve a contract award for the High Point Facilities Resurfacing Project to P&S Grading, LLC. The project will provide asphalt resurfacing of parking lots for various City facilities including Environmental Services, Fleet Services, Signs and Signals Shop, High Point Museum, Ward Water Treatment Plant, and the Bicentennial Greenway parking lot on Penny Road.

BACKGROUND: On October 21, 2025, the City of High Point received two qualified bids at the rebid opening:

<u>Contractor</u>	<u>Amount</u>
P&S Grading, LLC	\$917,571.00
Triangle Grading and Paving, Inc.	\$966,674.42

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

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a contract with P&S Grading, LLC for parking lot resurfacing in the amount of \$917,571 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:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

FUND	COST CENTER	LEDGER ACCOUNT	SPEND CATEGORY	BUDGETED AMOUNT
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:

FINANCIAL SERVICES DIRECTOR: DATE:

Approved for Submission to Council

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

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Contract Amendment with Surety Systems, Inc.

FROM:
Bobby Fitzjohn
Financial Services Director

MEETING DATE:
October 30, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
None

PURPOSE: The City engaged Surety Systems, Inc. for assistance with the Workday Implementation Project. The engagement has come to an end, and an amendment to the agreement for services is required to reflect actual hours worked.

BACKGROUND: In March 2025, Human Resources staff engaged Surety Systems, Inc. to provide a time tracking consultant to assist with the Workday Implementation Project. The original agreement estimated a commitment of 20 hours per week. Due to vacancies in the Human Resources and Financial Services Departments, the consultant averaged an excess of 30 hours per week, with additional travel related expenses to ensure onsite support for testing and go-live periods. The total estimated contract is \$168,000 and will continue the engagement through the open enrollment period.

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

RECOMMENDED ACTION REQUESTED: City Council is requested to consider an amendment to the Agreement for Services with Surety Solutions, Inc., bringing the total not-to-exceed amount to \$168,000 and authorize the appropriate City Official(s) to execute all necessary documents.

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Contract with Metcon Construction

FROM:
Tyler Berrier
Electric Utilities Director

MEETING DATE:
October 30, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:

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

PURPOSE: Programming and preconstruction Services in response to RFQ – 04 – 082125. Construction Manager at Risk (CMAR) for the new Electric Operation Center.

BACKGROUND: The City began the process of recruiting a CMAR earlier this fall. A Request for Qualifications (RFQ) process was used, and nine firms submitted proposals. An internal team was established to review submissions, and Metcon Construction was chosen.

The initial part of this approval process involves Metcon’s performance of programming and preconstruction Services, and allows Metcon to join the design team currently comprised of representatives from the City and our design firm, Lindsey Architecture, Inc. Metcon will assist as we move forward with design in such aspects as project cost considerations and budgeting, constructability analysis, and scheduling and management through the last two stages of design.

A Guaranteed Maximum Price (GMP) will be established and brought to Council for consideration at a later date as we move through the design process.

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

RECOMMENDED ACTION REQUESTED: City Council is requested to consider the Construction Manager at Risk (CMAR) contract with Metcon Construction to perform Programming and Reconstruction Services for the Electric Operations Center in the amount of \$496,572, and authorize the appropriate City Official(s) to execute all necessary documents.

Exhibit A Programming and Preconstruction Services

October 28, 2025

Mr. Tyler Berrier
City of High Point

RE: City of High Point Electrical Operations Center
Programming & Preconstruction Services Proposal

Dear Mr. Berrier,

We are pleased to provide our proposal and approach for Programming and Preconstruction Services for the City of High Point Electrical Operations Center. At your request we are hereby providing the following items for your review and consideration:

1. Our proposed programming and preconstruction services approach and agreement.
2. A breakdown of the programming and preconstruction costs.

Time is of the essence: Metcon and associated team members must immediately engage in programming and preconstruction.

LIMITED PROGRAMMING & PRECONSTRUCTION SERVICES AGREEMENT

This document sets forth the terms of the agreement (the “Agreement” or the “Contract”) between City of High Point (“Owner”) and Metcon, Inc. (“Construction Manager at Risk”) regarding programming and preconstruction services for the City of High Point Electrical Operations Center (the “Project”). Following approval of this agreement it is the intent of both parties to utilize the unedited AIA 133 Construction Manager at Risk Agreement.

Both parties hereby agree to the following:

1. **OWNER: City of High Point**
2. **CONSTRUCTION MANAGER AT RISK - Metcon, Inc**

CORPORATE

763 Comtech Drive
P.O Box 1149
Pembroke, NC 28372
Phone: 910.521.8013
Fax: 910.521.8014

FAYETTEVILLE

110 Anderson St.
Fayetteville, NC 28301
Phone: 910.849.4197

RALEIGH

3050 Hammond Business Place,
Suite 121
Raleigh, NC 27603
Phone: 919.322.2220
Fax: 919.322.2222

CHARLOTTE/COLUMBIA

2401 Whitehall Park Dr., Ste. 650
Charlotte, NC 28273
Phone: 980.209.9680
Fax: 980.209.9698

NATIONAL HARBOR

6170 Oxon Hill Rd. Suite 210
Oxon Hill, Maryland 20745
Phone: 301.276.0123

metconUS.com

3. DESIGN PARTNERS (HIRED BY OWNER): Lindsey Architecture, SKA Consulting Engineers, Glover Engineering & S&ME Inc.

4. PROJECT: City of High Point Electrical Operations Center

5. PRE-CONSTRUCTION DESIGN SERVICES INCLUDED:

- Coordination with Design Team Selection
- Programming (Understand Permitting, Utilities, Etc.)
- Coordination with Design Team on NCDOT, TIA to get approval if needed
- Coordination with Design Team on local Utilities
- Coordination with Design Team for Building, Parking, Storm Management, and Utilities
- Coordination with Design Team for Building Layout
- Coordination with Design Team for Building Utilities Connection Locations
- Coordination with Design Team for SCADA and future 911 call center
- Main Subcontractor Team Selection
- Rough Order of Magnitude Estimates with Subcontractor Input Throughout SD's, DD's and CD's
- Coordination with Design Team for Permits
- Identify early procurement items
- Put together a detailed project schedule

6. LIST OF DELIVERABLES:

- Participate in bi-weekly design/OAC meetings
- Develop a project schedule and provide updates at key design deliverables
- Budget concepts for keeping the existing building or not
- Analysis and cost model exercise for the site
- Refine target budget and provide check estimates at key design deliverables
 - o Schematic Design
 - o Design Development
 - o Construction Documents
- Perform BIM/VDC coordination clash detection from the LD 300 model provided by the design team
- Provide feedback on major cost drivers, identify risk and develop mitigation strategies
- Pre-qualification of Subcontractors and outreach programs
- Work with City of High Point for a Hub mentor participant
- Put together bid packages and scopes of work
- Develop site logistic plan prior to starting construction
- Utilize Procore to manage all the construction documents
- Finalize GMP

CORPORATE

763 Comtech Drive
P.O Box 1149
Pembroke, NC 28372
Phone: 910.521.8013
Fax: 910.521.8014

FAYETTEVILLE

110 Anderson St.
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metconUS.com

7. PRE-CONSTRUCTION DESIGN SERVICES NOT INCLUDED:

- Design
- Consultants
- Procurement
- Construction
- Commissioning
- Owner Occupancy
- Project Closeout

8. DUTIES OF CONSTRUCTION MANAGER AT RISK

Construction Manager at Risk to help Design Team with programming and preconstruction services, consistent with industry standard practices including, but not be limited to, the following, as may be requested by the Owner:

- Attend project coordination meetings, document, prepare and distribute meeting minutes.
- Prepare preliminary construction and program schedules.
- Prepare a conceptual budget estimate based upon general program of the overall scope of work. Prepare a budget based on the contractual schematic and/or design development documents drawings, establishing a Pre-GMP; Establish a baseline budget at the completion of design development documents and update construction documents.
- Provide recommendations on construction feasibility.
- Provide logistics plan and provide constructability suggestions in coordination with all Stakeholders.

9. AGREEMENT TERM AND SUBSTANTIAL COMPLETION OF THE PRECONSTRUCTION SERVICES

This Agreement will commence upon execution and terminate on the earlier of (1) date on which the project enters a GMP Construction Manager at Risk Agreement for the entire project or (2) once the amounts paid by the Owner under this agreement reach the lump sum amount of \$496,572 based on Exhibit A (Programming & Preconstruction Services Proposal). Multiple phases of the project may extend the typical duration of the preconstruction period, impacting time and preconstruction costs. To be determined. All potential additional costs will be mutually agreed upon by all parties in writing.

CORPORATE

763 Comtech Drive
P.O Box 1149
Pembroke, NC 28372
Phone: 910.521.8013
Fax: 910.521.8014

FAYETTEVILLE

110 Anderson St.
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6170 Oxon Hill Rd. Suite 210
Oxon Hill, Maryland 20745
Phone: 301.276.0123

metconUS.com

10. BUDGETING

Working with the Owner and Designers through the Programming we will determine the site plan and establish a project control budget based on conceptual drawings adjusted for current market conditions. This will give the A/E Team a “benchmark” for every area and discipline as they proceed with the design.

11. PRELIMINARY COST CONTROL ESTIMATES

Prepare Early Conceptual Estimates, including the subcontracted cost of work, Construction Manager’s overhead, general conditions, fee, and contingency. We will reconcile costs at each deliverable with any other independent estimates obtained by the designer or Owner. We will also reconcile costs between each phase to quantify any differences through design progression.

12. DESIGN CONSULTATION

We will meet with the Owner, Consultants and Engineers during regularly scheduled meetings to review the design schedule, open action items and to make recommendations related to site improvements, the selection of materials and systems/equipment, building methods, construction feasibility, and offer alternate solutions when applicable.

13. SCHEDULE

We will work with the Owner, Consultants and Engineers to put together a detailed schedule that works for the entire team. The current schedule will be put together with the anticipation of starting the sitework in June or July of 2026, construction of the building would then take place three to four Months following the start of sitework.

CONSTRUCTION MANAGER AT RISK CONSTRUCTION CONTRACT

We are proposing an enhanced level of Preconstruction Services and believe this management approach; along with our hands-on involvement through the critical programming phase, is the key to ensuring success on this fast-paced, complex project.

We propose to perform all the above referenced Programming and Preconstruction services for a lump sum fee of four hundred ninety six thousand, five hundred and seventy two dollars (\$496,572).

CORPORATE

763 Comtech Drive
P.O Box 1149
Pembroke, NC 28372
Phone: 910.521.8013
Fax: 910.521.8014

FAYETTEVILLE

110 Anderson St.
Fayetteville, NC 28301
Phone: 910.849.4197

RALEIGH

3050 Hammond Business Place,
Suite 121
Raleigh, NC 27603
Phone: 919.322.2220
Fax: 919.322.2222

CHARLOTTE/COLUMBIA

2401 Whitehall Park Dr., Ste. 650
Charlotte, NC 28273
Phone: 980.209.9680
Fax: 980.209.9698

NATIONAL HARBOR

6170 Oxon Hill Rd. Suite 210
Oxon Hill, Maryland 20745
Phone: 301.276.0123

metconUS.com

14. COST BREAKDOWN

The attached Exhibit “A” includes a detailed breakdown of the costs for the proposed preconstruction services.

We appreciate the opportunity to work with you on this project. Please do not hesitate to contact me with any questions or concerns.

Sincerely,

Russ Partin

Russ Partin

CORPORATE

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metconUS.com

Senior Vice President

Metcon Construction

Agreement / Acceptance

by City of High Point

cc: Dan Patete, Britt Butler, Metcon, Inc

EXHIBIT A COST BREAKDOWN

Breakdown of Programming and Preconstruction Cost

A. Programming and Preconstruction

a. Advanced Planning/Programmatic Phase	\$ 14,820
b. General Precon Services	\$263,564
c. Schematic Design	\$ 23,508
d. Design Development	\$ 48,910
e. Construction Documents	\$ 41,104
f. Bidding Phase	\$ 76,224
g. GMP	\$ 8,856
h. General Items	\$ 19,586

GRAND TOTAL	\$496,572
--------------------	------------------

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metconUS.com



Preconstruction Fee Proposal

October 28, 2025

City of High Point - Electrical Operations Facility

Description	Qty	Unit	Item Total
PRECONSTRUCTION PERSONNEL & DELIVERABLES			
Advanced Planning / Programmatic Phase			
Senior Project Manager	36	mnhrs	\$4,572
Senior Preconstruction Manager	24	mnhrs	\$3,096
Preconstruction Manager	60	mnhrs	\$6,180
Estimator	12	mnhrs	\$972
Subtotal			\$14,820
General Precon Services (MEETINGS, COORDINATION, ETC. NOT WITHIN ESTIMATING DURATIONS)			
Vice President / Executive Oversight	140	mnhrs	\$22,540
Project Executive	168	mnhrs	\$25,032
Senior Project Manager	196	mnhrs	\$24,892
General Superintendent	112	mnhrs	\$12,544
Senior Preconstruction Manager	168	mnhrs	\$21,672
Preconstruction Manager	280	mnhrs	\$28,840
Estimator	252	mnhrs	\$20,412
Estimating Coordinator	168	mnhrs	\$7,896
BIM / VDC Manager (Coordination)	840	mnhrs	\$73,920
Hub and MWBE Manager	84	mnhrs	\$5,880
Project Scheduler	124	mnhrs	\$8,680
Prequalification Manager	168	mnhrs	\$11,256
Subtotal			\$263,564
Schematic Design Estimate, Reconciliation.			
Senior Project Manager	48	mnhrs	\$6,096
Senior Preconstruction Manager	24	mnhrs	\$3,096
Preconstruction Manager	60	mnhrs	\$6,180
Estimator	90	mnhrs	\$7,290
Estimating Coordinator	18	mnhrs	\$846
Subtotal			\$23,508
Design Development Document Estimate, Reconciliation & VE			
Senior Project Manager	60	mnhrs	\$7,620
Senior Preconstruction Manager	50	mnhrs	\$6,450
Preconstruction Manager	120	mnhrs	\$12,360
Estimator	200	mnhrs	\$16,200
Estimating Coordinator	40	mnhrs	\$1,880
BIM / VDC Manager (Coordination)	50	mnhrs	\$4,400
Subtotal			\$48,910
60% - 90% Construction Documents Estimate, Reconciliation & VE if needed.			
Senior Project Manager	42	mnhrs	\$5,334
Senior Preconstruction Manager	30	mnhrs	\$3,870
Preconstruction Manager	100	mnhrs	\$10,300
Estimator	200	mnhrs	\$16,200



Preconstruction Fee Proposal

October 28, 2025

City of High Point - Electrical Operations Facility

Description	Qty	Unit	Item Total
Estimating Coordinator	40	mnhrs	\$1,880
BIM / VDC Manager (Coordination)	40	mnhrs	\$3,520
Subtotal			\$41,104
Bidding Phase Prep. & Prequalification			
Senior Project Manager	96	mnhrs	\$12,192
Project Manager	24	mnhrs	\$2,400
Project Engineer	36	mnhrs	\$2,412
General Superintendent	24	mnhrs	\$2,688
Senior Preconstruction Manager	48	mnhrs	\$6,192
Preconstruction Manager	120	mnhrs	\$12,360
Estimator	180	mnhrs	\$14,580
Estimating Coordinator	120	mnhrs	\$5,640
Hub and MWBE Manager	24	mnhrs	\$1,680
Prequalification Manager	240	mnhrs	\$16,080
Subtotal			\$76,224
Guaranteed Maximum Price Proposal			
Senior Project Manager	18	mnhrs	\$2,286
Senior Preconstruction Manager	15	mnhrs	\$1,935
Preconstruction Manager	45	mnhrs	\$4,635
Subtotal			\$8,856
SUBTOTAL PRECONSTRUCTION PERSONNEL & DELIVERABLES			\$476,986

GENERAL PRECONSTRUCTION ITEMS			
Reproduction and Printing			
Duplication Expense (Misc)	22	wks	\$1,174
Budget Documents Printing	5	sets	\$1,601
Advertisements	2	each	\$3,203
Bidding Documents (Plans, Specs, Bid Manuals, Scopes, etc.)	4	sets	\$2,135
Bidding Documents Delivery Expense	9	sets	\$624
Precon Deliverable Documents Reproduction Expense	7	sets	\$262
Postage and Delivery Expense (Misc.)	22	wks	\$587
Subtotal			\$9,586



Preconstruction Fee Proposal

October 28, 2025

City of High Point - Electrical Operations Facility

Description	Qty	Unit	Item Total
Miscellaneous Items			
Subcontractor Outreach Events	4	EACH	\$10,000
Subtotal			\$10,000
SUBTOTAL GENERAL PRECONSTRUCTION ITEMS			\$19,586
TOTAL PRECONSTRUCTION PROPOSAL FEE			\$496,572

City of High Point
 CMAR Electric Operations Center
 RFQ # 04-082125

Reviewer:	Cynthia Barnes	Stephen S.	Trevor S.	Jeremy C.	Tyler B.	Total Average Score
<u>Vendor Name</u>						
Blum	93	85	80	69	89	83.2
Christman	88	80	73	79	74	78.8
Edifice	82	75	83	81	72	78.6
LeChase	93	74	69	68	71	75
Metcon	98	88	85	83	88	88.4
Montieth	80	50	74	68	62	66.8
New Atlantic	92	70	77	73	74	77.2
Samet	93	73	78	74	70	77.6
Shelco	92	69	75	72	71	75.8

BID RECOMMENDATION

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPEN:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
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 License Agreement with Visit High Point for a Public Art Installation

FROM:
Damon Dequenne
Assistant City Manager

MEETING DATE:
October 30, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. License Agreement

PURPOSE: Establish terms for Visit High Point’s (VHP) use of a portion of the city-owned property at 726 West Grimes Avenue to install and maintain a public art installation.

BACKGROUND: In August 2025, VHP announced that High Point would be receiving one of seven troll sculptures being constructed in North Carolina by famed Danish Recycle Artist Thomas Dambo. Each is handcrafted from natural and reclaimed materials and will debut across three cities: five in Raleigh, one in High Point, and one in Charlotte. This agreement allows VHP to use a portion of a city-owned property to construct, install, and maintain the artwork. VHP or its agents or contractors, shall construct, install, and maintain the installation in accordance with good and accepted design and engineering practices for a ten-year term.

BUDGET IMPACT: N/A

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a License Agreement with Visit High Point for use of a portion of the city-owned property at 726 West Grimes Avenue for a public art installation.

LICENSE AGREEMENT

This **LICENSE AGREEMENT** (“Agreement”) is made this day, _____ (the “Effective Date”), by and between the **CITY OF HIGH POINT**, a North Carolina municipal corporation (“Licensor”), and **HIGH POINT CONVENTION AND VISITORS BUREAU, INC. DOING BUSINESS AS VISIT HIGH POINT**, a North Carolina nonprofit corporation (“Licensee”) (Licensor and Licensee hereinafter collectively referred to as the “Parties” and individually as a “Party”).

WHEREAS, Licensor owns Guilford County REID 172294, located at 726 West Grimes Avenue High Point, North Carolina (the “Site”);

WHEREAS, Licensee is a nonprofit corporation, organized and operated exclusively for exempt purposes as set forth in section 501(c)(6) of the Internal Revenue Code, and desires to use a portion of the Site, as more particularly identified on **Exhibit A** attached hereto and incorporated herein by reference, to install and maintain a public art installation in the form of a giant troll from Danish recycle artist Thomas Dambo (the “Project”);

WHEREAS, Licensor desires to license a portion of the Site as identified on Exhibit A to Licensee to be used for the Project, which supports City Council’s strategic goals of a thriving economy and effective community engagement; and

WHEREAS, Licensor has determined that Licensee is capable of managing this Project, it is in the public’s interest for Licensee to do so, and the Project is in furtherance of a public purpose that Licensor is authorized by law to engage in.

NOW, THEREFORE, in consideration of their mutual benefits, covenants, and promises contained herein, the Parties hereby agree as follows:

SECTION I. SCOPE OF LICENSE

A. License. Licensor, subject to the terms and conditions of this Agreement, grants Licensee a limited, non-exclusive license to use a portion of the Site as identified on **Exhibit A** to construct, install, and maintain a giant troll from Danish recycle artist Thomas Dambo. Licensee, or its agents or contractors, shall construct, install, and maintain the Project in accordance with good and accepted design and engineering practices.

B. Access. Licensor grants Licensee an access easement to be used to access the Project’s location on the Site, as identified on **Exhibit A** as the “Access Easement.” Licensor agrees that Licensee may access the Site for regular maintenance and as needed for urgent maintenance, provided that Licensee shall provide advance notice to Licensor to access the Site for major, non-routine maintenance or special events and purposes. Licensee shall maintain and upkeep the Access Easement pathway during the Term of this Agreement.

C. Signage and Security Cameras. Licensee may install signage and security cameras for the Project within the Site and Access Easement, as it deems necessary and

appropriate. Licensee shall provide its plans for signage and security cameras to Licensor for approval, which will not be unreasonably withheld. Licensee will own and be responsible for upkeep of its signage and security cameras during the Term (as defined below).

D. Right of Entry. Licensor grants Licensee a right of ingress and egress onto the City owed property adjacent to the Site, identified as Guilford County REID 172295 and located at 300 A Oak Street, High Point, North Carolina (“300 Oak”) for the limited purposes of (1) construction, installation, setup, take down, and removal of the Project and (2) installation and removal of signage and security cameras related to the Project. If Licensee disturbs any of 300 Oak, it will return the property back to its at least same or better original condition.

E. Removal. Licensee shall be responsible for removal of the Project, including but not limited to the giant troll, signage, and security cameras, upon expiration of the Term (as defined below).

SECTION II. RESPONSIBILITIES OF LICENSEE

A. Compliance with Law. Licensee shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Project. Licensee shall not discriminate in any manner based on a protected class.

B. E-Verify. Licensee 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. Licensee 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.

C. No Debarment. Licensee represents and warrants to Licensor that it is not currently (1) 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 (2) listed on North Carolina or any other state or federal debarment databases (e.g., Office of Inspector General and System for Award Management).

SECTION III. RELATIONSHIP BETWEEN THE PARTIES

A. Independent Contractor. Licensee is an independent contractor. Licensee, its employees, subcontractors, suppliers, and consultants are not, individually or collectively, to be deemed an employee or employees of Licensor under any circumstances. This Agreement shall not under any circumstances be construed to make Licensor and Licensee 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 shall continue for a period of ten (10) years.

B. Termination for Convenience by Licensor. Licensor may terminate this Agreement for its convenience upon one (1) year's advanced written notice to Licensee. If this Agreement is terminated for convenience by Licensor, Licensor will provide Licensee with other site options within the southwest area of the City of High Point.

C. Termination for Default. This Agreement may be terminated upon the failure of either Party to comply with the terms of this Agreement and the defaulting Party fails to cure the default within thirty (30) days of receipt of notice from the non-defaulting Party.

SECTION V. DISCLAIMER, INDEMNIFICATION, AND INSURANCE

A. Disclaimer of Liability and Release. Under no circumstances will Licensor be liable to Licensee or any third party for Licensee's Project or individuals or events associated with it, including but not limited to any claims arising out of or resulting from bodily injury, death of any person, or damage to real or personal property whatsoever that may occur related to the Project or this Agreement. Licensee agrees to provide the Project at Licensee's own risk and hereby releases Licensor from all claims, now or in the future, for any damage or injury to persons or property to the full extent permitted by law. The provisions of this **Section V.** shall survive the termination of this Agreement.

B. General Indemnification. To the fullest extent allowed by law, Licensee shall indemnify, hold harmless, and defend Licensors, 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 Licensee's Project, including third-party claims.

C. Insurance. Licensee shall keep in full force and effect during term of this Agreement, at its sole cost and expense, at least the following types and amounts of insurance coverage:

- (1) Commercial General Liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Licensee under this Agreement;
- (2) Worker's Compensation with limits no less than the minimum amount required by applicable law; and
- (3) Commercial Automobile Liability with limits no less than \$1,000,000, combined single limit.

All insurance policies required hereunder shall:

- (1) be issued by insurance companies reasonably acceptable to Licensor, which will include those insurance companies authorized to do business in the state of North Carolina and rated A or better by AM Best credit rating agency;

- (2) provide that such insurance companies give Licensor at least thirty (30) calendar days' prior written notice of cancellation or non-renewal of policy coverage;
- (3) waive any right of subrogation of the insurers against Licensor;
- (4) provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of Licensor shall be excess and non-contributory; and
- (5) name Licensor as additional insured.

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

D. Licensor as Additional Insured. Licensors, its employees, agents, and representatives shall be listed as an additional insured on all insurance coverages procured by the Licensee pursuant to this Agreement.

E. Certificates of Insurance. Licensee shall, prior to the Licensee'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 VI. 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. Notice. All notices required to be given hereunder shall be given in writing, certified or registered mail, or by overnight courier at the respective addresses of the Parties set forth herein or at such other address as may be designated in writing by either Party. Notice given by mail shall be deemed given three (3) days after the date of mailing thereof or the next business day if sent by overnight courier as follows:

If to Licensor:

City of High Point
City Attorney, Suite 320
P.O. Box 230
High Point, NC 27261

If to Licensee:

See Licensee's address for notices on the signature page hereof.

J. Representation of Authority. Any individual executing this Agreement on behalf of the Licensee 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 Licensee and does so with full legal authority.

[Separate signature pages to follow.]

IN WITNESS WHEREOF, the City and the Licensee have caused this Agreement to be executed by their duly authorized representatives.

Licensee:

HIGH POINT CONVENTION AND VISITORS BUREAU, INC. DOING BUSINESS AS VISIT HIGH POINT

By: _____

Printed Name: _____

Title: _____

Licensee's address for notices:

Attn: _____

Licensors

CITY OF HIGH POINT

By: _____

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

Exhibit A

to License Agreement

Map of Site and Access Easement

See next page(s).

Exhibit A

Project Site

Access Easement



Exhibit B

to License Agreement

Certificate of Liability Insurance

See next page(s).