City of High Point
Meeting Agenda
City Council

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

Cyril Jefferson, Mayor
Britt W. Moore, Mayor Pro Tempore (At Large)
Chris Williams (At Large), Vickie M. McKiver (Ward 1), Tyrone Johnson (Ward 2),
Monica L. Peters (Ward 3), Dr. Patrick Harman (Ward 4), Tim Andrew (Ward 5), and Michael Holmes (Ward 6),

Monday, December 15, 2025 | **5:30 PM** | **Council Chambers**

ROLL CALL, MOMENT OF SILENCE, AND PLEDGE OF ALLEGIANCE

ADOPTION OF AGENDA

RECOGNITIONS AND PRESENTATIONS

2025-510 **Human Relations Commission Humanitarian Award**
Human Relations Commission Chair, Sharon McGregor, will introduce the 2025 award winner and present them with a plaque.

2025-511 **National Homeless Persons' Memorial Day**
Mayor Jefferson will present a Proclamation declaring December 21, 2025, as National Homeless Persons' Memorial Day.

2025-512 ***Added Agenda Item: Presentation of Key to the City to William E. "Ed" Price***
Mayor Jefferson will present a Proclamation and Key to the City to William E. "Ed" Price.

CONSENT AGENDA ITEMS

C-1) 2025-477 **Consideration of the 2024-2025 Surplus Equipment Disposal Report**
City Council is requested to consider a report from the Fleet Services Department outlining the 2024-2025 disposal of surplus equipment. (Recommended by the Finance Committee)

C-2) 2025-501 **Consideration of a Sole Source Contract with Pavement Technology, Inc.**
City Council is requested to consider a sole source contract with Pavement Technology, Inc. in the amount of $494,376.05 to apply Reclamite Asphalt Rejuvenator to approximately 389,656 square yards (55.4 lane miles) of roadway at various locations

within the City of High Point and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)

C-3) 2025-502 **Consideration of a Task Order with Smith + Gardner Engineers**
City Council is requested to consider a task order with Smith + Gardner Engineers in the amount of $310,200 for professional engineering services and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)

C-4) 2025-503 **Consideration of a Reimbursement Agreement with Ennis-Flint, Inc.**
City Council is requested to consider a reimbursement agreement with Ennis-Flint, Inc. in the amount of $1,152,880 for sanitary sewer improvements and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)

C-5) 2025-504 **Consideration of a Task Order with Black & Veatch International Company**
City Council is requested to consider a task order with Black & Veatch International Company in the amount of $660,000 for professional engineering services and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)

C-6) 2025-505 **Consideration of a Sole Source Purchase from National Oilwell Varco, LLP (a.k.a. NOV)**
City Council is requested to consider a sole source purchase from National Oilwell Varco, LLP (a.k.a. NOV) in the amount of $240,358 for ten (10) Chemineer gear boxes at the Eastside Wastewater Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)

C-7) 2025-506 **Consideration of a Contract with KONE, Inc.**
City Council is requested to consider a contract with KONE, Inc. in the amount of $371,307 for elevator services at the Main Street Parking Deck and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)

C-8) 2025-507 **Consideration of a Contract with Vertosoft**
City Council is requested to consider a contract with Vertosoft in the amount of $104,357.50 for the annual renewal of

subscription-based Zendesk services, with a total cost of $208,715, and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)

C-9) 2025-508 **Consideration of a Contract with Amilia Technologies USA, Inc. (SmartRec)**
City Council is requested to consider a contract with Amilia Technologies USA, Inc. (SmartRec) in the amount of $367,632 for the e-commerce platform for the City of High Point Parks & Recreation Department and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)

C-10) 2025-509 **Consideration of Approval of Minutes**
City Council is requested to approve the following minutes:

Transparency, Engagement & Communication Committee Minutes - November 12, 2025 @ 9:00 a.m.
Finance Committee Minutes - November 13, 2025 @ 4:00 p.m.
Special Meeting of the High Point City Council Minutes - November 17, 2025 @ 4:00 p.m.
Regular Meeting of the High Point City Council Minutes - November 17, 2025 @ 5:30 p.m.
Manager's Briefing Minutes - December 1, 2025 @ 4:00 p.m.
Regular Meeting of the High Point City Council Minutes - December 1, 2025 @ 5:30 p.m.
Community Development Committee Minutes - December 2, 2025 @ 4:00 p.m.
Prosperity, Livability & Safety Committee Minutes - December 4, 2025 @ 9:00 a.m.

GENERAL BUSINESS AGENDA

G-1) 2025-479 **Public Hearing Regarding Economic Incentives for Project Ticket**
City Council is requested to conduct a public hearing and consider a request from Project Ticket to authorize performance-based incentives for a redevelopment and artist studio project at 2605 Sinclair Street in the amount of $300,000 over a three-year period and authorize the appropriate City Official(s) to execute all necessary documents. (This public hearing was continued from the December 1, 2025, City Council Meeting).

G-2) 2025-498 **Consideration of a Resolution of Intent, Street Abandonment Case 25-02**
City Council is requested to consider a Resolution of Intent to

establish a public hearing date of Monday, February 16, 2026, to consider the abandonment (permanent closure) of a 2,570± foot long (approximately 0.48-mile) unnamed right-of-way. The proposed abandonment is for an unimproved/unnamed 64-foot-wide right-of-way lying east of Cashatte Road (SR1155) and west of Guilford County Tax Parcel 158475. This is an unimproved right-of-way bisecting Guilford County Tax Parcel 213048 and depicted on a map entitled "Exclusion Map for MRR of High Point, LLC (New Lot A)" as recorded in Plat Book 150, Page 96, in the Guilford County Register of Deeds Office.

G-3) 2025-497 **Public Hearing Regarding Street Abandonment Case 25-01**
A request by the Public Service Department to abandon (permanent closure) a 2,185± foot-long portion (approximately 0.42-mile) of the Kersey Valley Road right-of-way (a 60-foot-wide right-of-way). The proposed abandonment is for that portion of Kersey Valley Road abutting the City's Municipal Landfill, lying south of the Kivett Drive and running southward to the northern property line of parcels addressed as 1300 & 1303 Kersey Valley Road (northern property line of Guilford County Tax Parcels 161499 & 161531).

G-4) 2025-499 **Consideration of Reinstatement of Board of Adjustment Member Voting Rights (Nho Bui)**
City Council is requested to reinstate Board of Adjustment Member, Nho Bui, as a voting member of the board.

G-5) 2025-500 **Consideration of Reinstatement of Planning & Zoning Commission Members' Voting Rights (Steve Galanti and Mark Walsh)**
City Council is requested to reinstate Planning & Zoning Commission Members, Steve Galanti and Mark Walsh, as voting members of the board.

ADJOURNMENT

CITY OF HIGH POINT
AGENDA ITEM

TITLE: **Human Relations Commission Humanitarian Award**

FROM:
Rase McCray
Human Relations Manager

MEETING DATE:
December 15, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
None

PURPOSE: To announce the winner of the Human Relations Commission's 2025 Humanitarian Award.

BACKGROUND: The High Point Human Relations Commission Humanitarian Award was created to honor a High Point resident who, during their lifetime, has made a significant contribution to human relations in High Point by promoting equity through their work with their employers, faith-based institutions, civic groups, or community organizations. The award recognizes the recipient's dedication to encouraging understanding, respect, equity, and goodwill among all High Point residents.

The Commission accepted nominations from the public for the 2025 Humanitarian Award from October 24 to December 1. The Commission selected this year's Humanitarian Award winner at a special called meeting on December 4, 2025.

BUDGET IMPACT: N/A

RECOMMENDED ACTION REQUESTED: Human Relations Commission Chair Sharon McGregor will introduce the 2025 award winner and present them with a plaque.

CITY OF HIGH POINT
AGENDA ITEM

TITLE: **National Homeless Persons' Memorial Day**

FROM:
Mayor Jefferson

MEETING DATE:
December 15, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. 2025 National Homeless Persons Memorial Day

PURPOSE: To present a Proclamation declaring December 21, 2025, as National Homeless Persons' Memorial Day.

BACKGROUND: N/A

BUDGET IMPACT: N/A

RECOMMENDED ACTION REQUESTED: Mayor Jefferson will present a Proclamation declaring December 21, 2025, as National Homeless Persons' Memorial Day.

Office of the Mayor
City of High Point
North Carolina

Proclamation…

WHEREAS, December 21, 2025, marks the first day of winter and is the longest night of the year; and

WHEREAS, the National Coalition for the Homeless and the National Health Care for the Homeless Council have designated December 21, 2025, as National Homeless Persons' Memorial Day; and

WHEREAS, the City of High Point, the City of Greensboro and Guilford County have jointly designated December 21, 2025, as National Homeless Persons Memorial Day; and

WHEREAS, in the season of generosity and sharing, citizens of High Point are encouraged to commit themselves to promoting compassion and concern for all, particularly during the winter months that pose extreme hardships for citizens who are less fortunate and without homes; and

WHEREAS, homelessness continues to be a serious challenge for many High Point citizens who have the right to adequate food, housing, clothing, safety and healthcare; and

WHEREAS, homelessness significantly increases one's risk of illness, injury and death; and

WHEREAS, Homeless Memorial Services will take place in the City of High Point on Tuesday, December 16th; and in City of Greensboro on Wednesday, December 17, 2025, to honor those who have passed away in 2025 as a result of homelessness; and

WHEREAS, by joining together and remembering our neighbors, we can honor their lives by working to provide solutions to end homelessness within High Point.

NOW, THEREFORE I, Cyril Jefferson, Mayor of the City of High Point, do hereby proclaim December 21, 2025, as

National Homeless Persons' Memorial Day

in the City of High Point to remember those who have died homeless and to encourage citizens to come together to celebrate their lives by working to resolve the factors that lead to homelessness within the community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of High Point, North Carolina this 15th day of December 2025.

_____

Cyril Jefferson, Mayor

CITY OF HIGH POINT
AGENDA ITEM

TITLE: **Added Agenda Item: Presentation of Key to the City to William E. "Ed" Price**

FROM:
Mayor Jefferson

MEETING DATE:
December 15, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Ed Price Proclamation with Key to the City

PURPOSE: To present a Proclamation and Key to the City to William E. "Ed" Price.

BACKGROUND: N/A

BUDGET IMPACT: N/A

RECOMMENDED ACTION REQUESTED: Mayor Jefferson will present a Proclamation and Key to the City to William E. "Ed" Price.

Office of the Mayor
City of High Point
North Carolina

Proclamation...

WHEREAS, William E. "Ed" Price, Jr. has served the High Point community for more than 45 years as President of Ed Price and Associates, REALTORS®, Price Commercial Properties, and as a principal with Hinkle, Price, and Cole Property Management, Inc.; and

WHEREAS, a lifelong resident of High Point, Ed has devoted his career to strengthening neighborhoods, supporting local businesses, and offering compassionate service to youth, families, and communities in need; and

WHEREAS, he has generously served numerous organizations, including Westchester Baptist Church, Macedonia Resource Center, The Carl Chavis YMCA and WRLP Board, High Point Community Foundation, Guilford County and City of High Point Park & Recreation Boards, the Guilford County Board of Education, Leslie's House, The Miracle Field, and His Laboring Few holiday initiatives; and

WHEREAS, Ed's dedication has earned significant honors, including Triad's Top REALTOR® for 14 years, Citizen of the Year (2005 & 2009), the Spirit of the Foundation Award, induction into the YMCA Hall of Fame, and the WRLP Thurgood Marshall Award; and

WHEREAS, a graduate of High Point Central High School and Wake Forest University, Ed has exemplified integrity, leadership, and lifelong service to his hometown.

NOW, THEREFORE, I, Cyril Jefferson, Mayor of High Point, in recognition of his extraordinary service and unwavering dedication to the people and institutions of High Point, North Carolina, do hereby present this Proclamation and Key to the City to William "Ed" Price, Jr. and ask that all citizens join me in celebration of his career in service and dedication to our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of High Point, North Carolina this 15th day of December 2025.

_____

Cyril Jefferson, Mayor

CITY OF HIGH POINT
AGENDA ITEM

TITLE: **Consideration of the 2024-2025 Surplus Equipment Disposal Report**

FROM:
Kevin Rogers
Fleet Services Director

MEETING DATE:
December 15, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. 2024-2025 Surplus Sales Report

PURPOSE: To report on the sale of surplus equipment in fiscal year 2024-2025 as required by the City of High Point Purchasing Policies and Procedures Manual.

BACKGROUND: The City of High Point Purchasing Policies and Procedures Manual requires that fleet vehicles and other equipment sold via an online auction be reported to the City Council on an annual basis. A listing of items sold with descriptions and sale amount is included with this item.

BUDGET IMPACT: The sale of this equipment generated $1,004,124.78 (FY 2024-2025) in proceeds for the City of High Point.

Previous sale amounts were:

FY23-24: $802,587.45
FY22-23: $962,718.04
FY21-22: $717,221.57
FY20-21: $990,139.07
FY19-20: $704,918.66

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a report from the Fleet Services Department outlining the 2024-2025 disposal of surplus equipment.

City of High Point
Vehicles/Equipment Sold
FY 2024-2025

Item Description	Sale Amount
2011 Dodge Caravan	$ 5,400.00
2018 Chevy Tahoe	$ 2,703.01
2008 Ford F350	7,205.00
2016 Chevy Impala	$ 6,300.00
2016 Chevy Impala	$ 7,601.00
2013 Chrysler 200	$ 4,494.43
2016 Chevy Impala	$ 5,150.00
2015 Dodge Charger	$ 2,149.00
2016 Chevy Impala	$ 5,300.00
2015 Dodge Charger	$ 1,725.00
2012 Kia Optima	$ 4,250.00
2012 Ford F550 Bucket Truck	$ 21,400.00
Wachs Trav L Vac	$ 1,125.00
2011 John Deere 410J	$ 26,600.00
Hot Point Flat Top Stove	$ 350.00
Gorman-Rupp Pump Around	$ 555.00
2018 South Georgia Cargo	$ 2,150.00
2002 Polaris Ranger	$ 1,775.00
1995 Interstate Trailer	$ 2,375.00
Graphtec FC8000-130 Plotter	$ 1,276.00
2012 Dodge Charger	$ 2,569.56
2014 Ford F350 Crew Cab Dump	$ 15,200.00
2015 Kubota ZD326RP	$ 3,025.00
HP Laytex 315 Printer	$ 3,269.00
Onan Generator	$ 3,300.00
2000 Forest River Trailer	$ 1,901.00
2014 Dodge Charger	$ 1,682.00
2008 John Deere CT322	$ 19,500.00
1999 Express Trailer	$ 1,368.00
2016 Ford F250	$ 10,200.00
2009 Vermeer Drilling Machine and Butler Trailer	$ 45,000.00
2011 Chevrolet Express	$ 14,001.00
2015 Ford Escape (From Fire)	$ 3,950.00
2016 Peterbilt 320	$ 106,500.00
Onan Generator	$ 3,650.00
Generac Generator	$ 4,075.00
2016 Isuzu Pup Truck	$ 53,500.00
2016 Isuzu Pup Truck	$ 37,000.00
2016 Ford Escape (From Fire)	$ 2,300.00
2011 Dodge Charger	$ 2,400.00
LP Generator	$ 460.00
Water Meters	$ 23,266.01
2016 Peterbilt 320	$ 113,000.00
2013 Chevrolet Silverado	$ 5,150.00
2014 Covered Wagon Trailers	$ 2,450.00
2004 John Deere 410G Backhoe	$ 24,100.00
2017 CMI Compactor	$ 20,800.00
2003 John Deere 410G Backhoe	$ 23,000.00
2016 Peterbilt 320	$ 86,127.52
2013 Wacker Roller	$ 4,554.00

2014 Ford F350 Utility Body	$	11,601.00
2007 John Deere 410J Backhoe	$	18,800.00
2006 Chevrolet Suburban	$	4,702.00
2013 Dodge Charger	$	3,600.00
2017 Chevy Tahoe	$	7,000.00
2012 Ford F350 Service Body	$	12,600.00
2013 Chevrolet Silverado	$	7,250.00
2016 Chevy Impala	$	6,300.00
2013 Ford F550 Bucket Truck	$	14,000.00
2008 John Deere CT322	$	19,900.00
2016 Chevy Impala	$	6,100.00
2008 Ford F150	$	2,700.00
2015 Ford Explorer	$	4,550.00
2015 Chrysler 200	$	4,250.00
2004 Chevrolet Silverado	$	3,650.00
2016 Ford F250 Animal Control	$	5,050.00
2009 John Deere 6230 Tractor	$	20,200.00
2016 Ford Transit 350	$	6,800.00
2019 Dodge Charger	$	2,776.00
2013 Dodge Charger	$	2,300.00
2017 Chevrolet Impala	$	1,425.00
2014 Ford Explorer	$	2,525.00
1995 Utility Trailer	$	675.00
2014 Dodge Charger	$	2,625.00
2017 Dodge Charger	$	6,900.00
2014 Dodge Charger	$	825.00
2021 Chevrolet Tahoe	$	7,001.00
2011 Chevrolet Impala	$	4,500.00
2011 Cushman Turf Truck	$	2,200.00
2015 Dodge Charger	$	3,250.00
Ingersoll Rand Compressor	$	370.00
Arctic Pro AC Machine	$	188.00
FINN WOOD CHIPPER, PARTS ONLY	$	1,825.00
Lot of Used Computer Equipment	$	2,037.00
Hotpoint flat top stove	$	101.00
Used fire equipment	$	825.00
Zeks Dryer	$	700.00
4 Plotters	$	510.00
Lot of Power Equipment	$	320.00
Compressor	$	2,000.00
Badger Water Meters	$	32,100.00
Office Furniture	$	1,800.00
Office Desk	$	62.25
2011 Infiniti QX56	$	6,500.00
2016 Dodge Charger	$	4,400.00
2012 Kia Sorento	$	3,000.00
2007 Honda Odyssey	$	4,150.00
	$	**1,004,124.78**

CITY OF HIGH POINT
AGENDA ITEM

TITLE: **Consideration of a Sole Source Contract with Pavement Technology, Inc.**

FROM:
Robby Stone
Public Services Director

MEETING DATE:
December 15, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Contract Appendices
2. Sole Source Justification Form

PURPOSE: The purpose of this Sole Source Request for Pavement Technology, Inc, will consist of applying Reclamite® Asphalt Rejuvenator to approximately 389,656 square yards (55.4 lane miles) of roadway at various locations within the City of High Point during the Fiscal Year 2025-2026.

BACKGROUND: Pavement Technology, Inc. is the sole source applicator and supplier of Reclamite® Asphalt Rejuvenator in the State of North Carolina. Reclamite® is a maltene-based cationic petroleum emulsion formulated to maximize and maintain high road ratings and extend the service life of asphalt pavement.

Specific roads were selected for this application, targeting recently paved roads within the last 1–2 years. Reclamite® Asphalt Rejuvenator penetrates, rejuvenates, and seals the surface of the asphalt. It prevents asphalt roadway raveling, counteracts compaction issues, reduces permeability, and prevents moisture intrusion into the road subgrade.

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

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a sole source contract with Pavement Technology, Inc. in the amount of $494,376.05 to apply Reclamite® Asphalt Rejuvenator to approximately 389,656 square yards (55.4 lane miles) of roadway at various locations within the City of High Point and authorize the appropriate City Official(s) to execute all necessary documents.

CITY OF high point.

City of High Point
Public Services Department
211 South Hamilton Street
High Point, NC 27260

Reclamite® Projects – FY 2025-2026
Roadway Improvements

General Specifications,
Special Provisions,
***and* Appendixes**

November 2025

NORTH CAROLINA PROFESSIONAL SEAL 049928 ENGINEER CARL ALLAN HICKS
11/12/2025

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APPENDIXES…… 22

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2. TRICOR Refining LLC Sole Source Applicator and Supplier 1 pg.
3. Pavement Technology Inc. Cost Proposal 1 pg.
4. Pavement Technology Inc. Certificate of Insurance 1 pg.
5. Reclamite® Product Informational Brochure 3 pgs.
6. Street Map Quantities 1 pg.
7. Overview Map and Enlarged Street Maps 20 Shts.

PROJECT GENERAL SPECIFICATIONS AND SPECIAL PROVISIONS

GENERAL SPECIFICATIONS

SCOPE

Work under this contract consists of furnishing personnel, equipment, and materials for the application of approximately 395,501 Square Yards of RECLAMITE® Asphalt Pavement Rejuvenator on various streets throughout the City of High Point.

The Contractor shall perform the work in accordance with the locations, lines, grades, and dimensions shown in the drawings and described in the contract documents, or as modified by written orders. The Contractor shall perform such special, additional, extra, and incidental work that is necessary to complete the work to the full intent of the approved plans, specifications, and Contract documents. The work under this contract shall include all implements, machinery, equipment, tools, materials, supplies, transportation, and labor as necessary.

PROJECT MEETINGS

Anticipated meetings shall include a Pre-Construction Conference, periodic Progress meetings, and a Final Inspection meeting. Progress meetings will be held monthly or may be held less frequently if agreeable to all parties. Additional meetings may be called as progress or conditions dictate.

The Contractor's Representative shall attend these project related meetings and other special meetings as deemed necessary during the course of the project. The Contractor shall also arrange for attendance of involved subcontractors and major suppliers when pertinent to the topic time of the meeting.

Representatives of involved regulatory and funding agencies may be asked to attend project meetings at the Engineer's discretion.

OVERALL CONTRACT TIME AND LIQUIDATED DAMAGES

The date of availability for this contract shall be the date upon which the Contractor and the City establish a Notice to Proceed.

All work within this contract must be completed once started and all work must be completed and invoiced prior to November 1, 2026. Liquidated Damages will not be applicable to this contract, work that is incomplete or started after November 1, 2026 will not be paid for.

The final completion date shall be used to establish warranty dates.

TIME AND DATE RESTRICTIONS

HOLIDAYS: The City of High Point observes the following holidays. Work requiring inspections or associated directly with pay items on these dates during this project will require advance notification to the Engineer, at least 72 hours in advance. Work involving incidental or non-pay items such as prep-work, cleanup, or equipment maintenance will be allowed during these holidays.

- New Year's Day Thursday, January 1, 2026
- MLK Day Monday, January 19, 2026
- Easter (Good Friday) Friday, April 3, 2026
- Memorial Day Monday, May 25, 2026
- Juneteenth Friday, June 19, 2026
- Independence Day Friday, July 3, 2026
- Labor Day Monday, September 7, 2026
- Veterans Day Wednesday, November 11, 2026
- Thanksgiving Thursday/Friday, November 26 & 27, 2026
- Christmas Wednesday/Thursday/Friday, December 23, 24 & 25, 2026

FURNITURE MARKET RESTRICTIONS: Furniture Market is scheduled for April 25-29, 2026 and October 17-21, 2026. No lane or road closures will be allowed during this timeframe within the Core City Boundary (CCB).
The CCB is delineated on the enclosed plan sheets with a purple line.

The following Maps are affected by the CCB:

Map 9	E Commerce Av	Map 71	Jordan Pl
Map 11	W High Av	Map 72	Proctor Dr
Map 17	Qubein Av	Map 73	Connor Pl
Map 19	E High Av	Map 74	Walker Pl
Map 27	Washington St	Map 75	Culler Pl
Map 37	Fisher Av	Map 76	Fowler Pl
Map 38	Waldo St	Map 83	W Dayton Av
Map 39	Hicks Pl	Map 84	Idol St
Map 41	Maple St	Map 85	Fisher Av
Map 66	Meredith St	Map 91	Wheeler Av
Map 68	Mill Av	Map 92	Albert Av
Map 69	Young Pl	Map 94	Clinton Av
Map 70	Textile Pl	Map 100	Joshua Ci

DAYTIME RESTRICTIONS: Work will only be allowed Monday thru Saturday during normal daylight times, sunrise to sunset. No Sunday or nighttime work will be allowed unless pre-approved by the Engineer. Work shall be coordinated to work around the Environmental Services garbage collection routes to the maximum extent possible.

LEAF SEASON RESTRICTIONS: Work will not be allowed during the City's bulk Leaf Season, typically starting around November 1, 2026 and ending March 1, 2027.

CUSTOMER SERVICE ISSUES

The Contractor shall respond to all persons registering construction-related concerns/complaints within 24 hours of receipt and resolve the concern within a reasonable timeframe. The Contractor shall be responsible for tracking all customer service issues including all property damage claims and will update the project engineer weekly or as the status changes. The tracking system will be consistent with City of High Point procedures.

This item includes, but is not limited to: drainage issues, backfill materials, clean-up, driveway and access issues, flooding, erosion control devices, mailbox reset, fence reset, seeding and mulching, landscaping, property damage, and all administrative costs associated with the tracking process.

The contractor shall provide appropriate advance notification (minimum 24 hours) to the affected property owner/occupant of any service reductions i.e. driveway, parking, street or lane closures, the disruption of any type of communications cable, gas, water and/or sewer services to the taxpayer.
There is no direct payment for "Customer Service Issues" as such work is considered to be incidental to the contract. Monthly contract payments will not be released to the contractor until all customer service issues have been addressed and the dispute resolutions have been approved by the project engineer.

The City will review the contractors' compliance with this provision to determine their eligibility to bid on future contracts. Also, at the end of the contract, final contract payment will not be made until all customer service issues have been resolved.

PUBLIC SAFETY

The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient red light, danger signals and signs, provide a sufficient number of watchmen and take all necessary precautions for the protection of the work and safety of the public.

Roadways closed to traffic shall be protected by effective barricades, on which shall be placed acceptable warning signs. Current requirements of the City of High Point's Department of Transportation as to signing and traffic control shall be adhered to.

DISPOSAL OF MATERIAL AT THE CITY LANDFILL

The Contractor will incur a charge for disposal of materials at the Kersey Valley Sanitary Landfill. If the Contractor intends to dispose of any materials at the landfill, he is advised to contact the Kersey Valley Landfill at (336) 883-3433 for information concerning disposal charges.

STAGING AREAS

The City will provide a secure Staging Area for the Contractors Equipment and Materials. The Contractor will be allowed to double lock the gate with a lock. The Staging Area is located at 5875 Riverdale Drive, High Point NC. The Contractor shall perform a pre-inspection, take photo's, and return the Staging Area to like or better condition when work is complete.

WATER USEAGE FROM FIRE HYDRANTS

The contractor cannot access a City fire hydrant for water use without a City of High Point hydrant meter assembly with backflow device. To apply for a fire hydrant meter please contact the Public Services Department at (336) 883-3215 or (336) 883-3166.

The initial application fee and monthly water usage billing will be waived. The Contractor will still be responsible to pay the refundable deposit fee.

All provisions of the City of High Point Fire Hydrant Use Policy must always be followed. Any person who opens, closes, damages, tampers with, connects to, or withdraws water from a City fire hydrant in a manner that does not fully comply with the provisions of the High Point Fire Hydrant Use Policy shall be subject to enforcement actions as defined in the policy.

The Contractor will not be paid separately for these costs, it shall be considered incidental to the various pay items within the contract. The Contractor shall provide all necessary hoses, piping, fittings, and appurtenances to connect to the hydrant meter assembly with backflow device.

CLEAN-UP

During construction of the project, the Contractor shall maintain the work area, including portable restroom facilities, and adjacent streets in as neat a manner as can be reasonably expected. In the event that adjacent streets need to be cleaned, broomed or flushed due to

negligence by the Contractor, the Contractor will be responsible for seeing that this work is done.

The Contractor shall supply appropriate trash containers at the work area while working. These trash containers shall be emptied on a regular basis. Trash containers shall be emptied prior to overflowing.

Upon completion of the entire project or any portion thereof, the Contractor shall perform all clean-up operations necessary to place the project in first class condition. This shall include, but not be limited to: cleaning all areas disturbed, shoulders, streets, utility structures, removing and disposing of all excess materials, trash, debris, etc. Disturbed areas, between the curb line and limits of grading, shall be hand raked and all brick, mortar, rock, clods, and other debris shall be removed and disposed of. All ruts/divots created from construction within the project shall be filled and graded to match the surrounding ground surface.

It shall further be the Contractor's responsibility to maintain all areas disturbed until final acceptance of the project.

FINAL INSPECTIONS

Prior to final inspection, the Contractor will ensure that all structures and pipes are clear and free of debris, and all valve boxes shall be clean, such that valve wrench can make solid contact with the operating nut prior to final inspection. All miscellaneous brick, mortar, stone, asphalt, concrete or other debris shall be removed from the project and properly disposed. Hand raking of yards will have taken place and all seeding, mulching and erosion control completed. All meter boxes, cleanouts or other structures on the shoulder shall be uncovered and in plain view for the final inspection and shall match the surrounding ground elevation.

The Contractor is instructed to request a final inspection only after the work has been checked by the Contractor or his appointed agent. When the Contractor has a project ready for final inspection, he shall inform the Engineer in writing and a date will be scheduled for the final inspection. The Engineer or his representative will meet with the Contractor's representative, and they shall make a thorough inspection of the job. The Contractor shall furnish all labor necessary to open and inspect all manholes, catch basins, and valve boxes.

A list of all deficiencies shall be made by the City within one week of final inspection. The Contractor must correct the deficiencies prior to the acceptance of the project by the City. The Contractor shall complete the punch list within 30 days of receipt unless otherwise approved by the Owner. All defects observed by the Engineer during the final inspection shall be repaired by the Contractor at his expense.

WORK BY OTHERS

If applicable, the Contractor's attention is directed to the fact that the following list of vertical adjustments will be by others and will not be part of this contract:

- Relocations of guy wires.
- Relocations of traffic signs.
- Adjustment of gas valve boxes.
- Adjustment of traffic signal boxes.
- Adjustment of telephone boxes, manholes, and electric structures.

The Contractor shall coordinate work with the respective utility owner and shall notify the Engineer a minimum of seven (7) business days (Monday through Friday) in advance of any adjustments.

WARRANTY & GUARANTEE

The Contractor as described below should warranty and guarantee all work performed under this contract for a period of one (1) year from the date of acceptance.

The Contractor agrees that this obligation shall survive termination of the contract.

The Contractor agrees that neither the final certificate, final payment, occupation nor use of the work by the Owner shall relieve the Contractor from negligence, faulty material or equipment or workmanship from failure to comply with the contract documents.

If in fulfilling the requirements of the contract or of any guarantee embraced therein or required thereby, the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the Engineer and shall guarantee such restored work to the same extent as it was guaranteed under such other contract.

If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Owner may have the defects corrected and the Contractor and his surety shall be liable for all expenses incurred.

The Contractor warrants and guarantees to the Owner and the Engineer that all materials and equipment will be new unless otherwise specified and that all work will be of good quality, free from faults or defects and in accordance with the requirements of the contract documents and of any inspections or tests. All unsatisfactory work, all faulty or defective work and all work not conforming to the requirements of the contract documents or of such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the

Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted.
Except as otherwise specified, all work shall be guaranteed by the Contractor and his sureties against defects resulting from the use of faulty or inferior materials, equipment, or workmanship for one (1) year from the date of final completion of the work as signified by acknowledgment of receipt of final payment by the Contractor, or from date of notice of substantial completion or use of the facility by the Owner, whichever is earlier, or from the date of final completion as established by the Owner, the Engineer and the Contractor in a joint meeting as applicable.

If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the Engineer, are rendered necessary as the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the contract, the Contractor shall, promptly upon receipt of notice from the Owner, and without expense to the Owner, place in satisfactory condition, in every particular, all of such guaranteed work; correct all defects therein; make good all damage to the building or site, or equipment or contents thereof, which, in the opinion of the Engineer, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the contract; and make good any work or material, or the equipment and contents of said building or site, disturbed in fulfilling any such guarantee.

SUBMITTALS

The Contractor shall provide submittals for administrative and procedural requirements prior to, during, and after the performance of the Work. Examples of these types of submittals may include but is not limited to the following:

A. Door hangers, signage, and/or notification letters
B. Contractors construction schedule
C. Laydown Areas for equipment
D. Submittal schedule
E. Daily construction reports
F. Shop drawings
G. Product data
H. Quality Assurance submittals
I. Administrative submittals such as permits
J. Record Drawing notes
K. Mix designs
L. SDS or MSDS product sheets

All submittals shall be thoroughly checked by the Contractor for accuracy and conformance with Contract Documents before submitting to the Engineer. Submittals shall be transmitted to the Engineer to allow enough time for review and processing.

The Contractor shall prepare, submit, and maintain a Contractor's construction schedule such as a bar-chart type or approved equal prior to commencement of the work. The schedule shall be updated as required by the Engineer and the updates shall be provided within 5 calendar days of being requested.

The Contractor shall submit Shop Drawings and Product Data for materials being used on the project to the Engineer for approval. Product Data may include but is not limited to manufacturer's installation instructions, catalog cuts, mix designs, color charts, performance curve, dimensions, product manuals, compliance with recognized specifications, or material samples.

The Contractor shall keep one Record Set of all specifications, drawings, addenda, modifications and shop drawings at the site and they shall show all changes made during construction. They shall be delivered to the Engineer upon completion of the project showing applicable dimensions or changes.

NOTIFICATIONS PRIOR TO CONSTRUCTION

The Contractor will contact Allan Hicks at 336-883-3829 in the Public Services Department at least 72 hours or more prior to any construction activities.

SAMPLE DOOR HANGER

YOUR STREET WILL BE SURFACE SEALED TOMORROW

Why is this process necessary?

The City of High Point's contractors will be working on your road, and we understand that this typically causes some inconvenience for residents. We apologize for any temporary inconvenience our work may cause.

However, the work process we will be doing will extend the life expectancy of your road and ensure a smooth ride for years to come. Extending the life of the roadway helps reduce future costs and the tax dollars needed for paving.

The penetrating sealer we are using is not just any product. It's been the most widely used Pavement Rejuvenator in the market for over 50 years, a testament to its effectiveness and reliability. This product is designed to replace the vital ingredients that have been lost from the pavement's binder over time due to exposure to the sun's UV rays and wet weather, thereby protecting the asphalt from damage.

Think of it this way: we wouldn't buy a new car and never perform an oil change on it, right? Oil changes are part of the preventive maintenance for your car, ensuring it lasts for many years. Asphalt roads are no different. Without timely preventive maintenance, an asphalt road will deteriorate faster than necessary.

The maintenance treatment on your street will help your Agency protect one of its most significant assets and give you a road providing years of additional service.

Thank you for your understanding and cooperation. If you have any questions, please call **Pavement Technology at 1.800.333.6309 or scan the QR code to visit** www.Highpointnc.gov/PavementMaintenance

POINTS TO REMEMBER

1. You will have access to your drive at all times. During the short application period, any work crew member can assist you.
2. Remove parked cars between the hours of 7:30 a.m. - 5:00 p.m.
3. Please observe all signs & flagman's directions
4. The sand cover will be swept up within two days. Use CAUTION when driving on loose sand.
5. Drive SLOWLY if you accidentally enter a freshly treated area. 5 m.p.h.
6. For special events, moving, garage sales, etc, call 1.800.333.6309 for assistance.
7. Keep children & pets out of treated areas to avoid tracking into houses.
8. Material tracked onto drives will weather off in three weeks or less, leaving no stain.
9. Please refrain from using lawn sprinklers, washing cars, etc, on the day of treatment. The pavement must be dry.
10. Rain will delay work until the following day.
11. Any work crew member can assist you during the application.

This preventive maintenance process is a most economical use of your tax dollar.

Your cooperation is crucial in ensuring the success of our pavement maintenance process. We appreciate your understanding and adherence to the guidelines.

Pavement Technology Inc. & The City of High Point

STANDARD SPECIFICATIONS FOR ASPHALT SURFACE PRESERVATION WITH A MALTENE BASED ASPHALT REJUVENATING AGENT

2020 REC STD

ASPHALT REJUVENATING AGENT

I. SCOPE:

This work shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the application of an asphalt rejuvenating agent to asphaltic concrete surface courses. The rejuvenation of surface courses shall be by spray application of a maltene based cationic rejuvenating agent composed of petroleum oils and resins emulsified with water. All work shall be in accordance with the specifications, the applicable drawings, and subject to the terms and conditions of this contract.

II. MATERIAL SPECIFICATIONS:

The asphalt rejuvenating agent shall be an emulsion composed of a petroleum resin oil base uniformly emulsified with water. Each bidder must submit with his bid a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

SPECIFICATIONS

Tests	Test Method ASTM	Test Method AASHTO	Requirements Min.	Requirements Max.
Tests on Emulsion:				
Viscosity @ 25°C, SFS	D-244	T-59	15	40
Residue, % W[1]	D-244(Mod.)	T-59(Mod)	60	65
Miscibility Test[2]	D-244(Mod.)	T-59(Mod)	No Coagulation	
Sieve Test, %W[3]	D-244(Mod.)	T-59(Mod)	-	0.1
Particle Charge Test	D-244	T-59	Positive	
Percent Light Transmittance[4]	GB	GB	-	30
Tests on Residue from Distillation:				
Flash Point, COC, °C	D-92	T-48	196	-
Viscosity @ 60°C, cSt	D-445	-	100	200
Asphaltenes, %w	D-2006-70	-	-	1.00
Maltene Dist. Ratio	D-2006-70	-	0.3	0.6
$\frac{PC + A_1}{S + A_2}$[5]				
PC/S Ratio[5]	D-2006-70	-	0.5	-
Saturated Hydrocarbons,S[5]	D-2006-70	-	21	28

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[1] ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 C (300 F) until foaming ceases, then cool immediately and calculate results.

[2] Test procedure identical with ASTM D-244-60 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.

[3] Test procedures identical with ASTM D-244-60 except that distilled water shall be used in place of two percent sodium oleate solution.

[4] Test procedure is attached.

[5] Chemical composition by ASTM Method D-2006-70:
PC = Polar Compounds, A_1 = First Acidaffins
A_2 = Second Acidaffins, S = Saturated Hydrocarbons

III. MATERIAL PERFORMANCE:

The asphalt rejuvenating agent shall have the capability to penetrate the asphalt pavement surface and performing as follows. The asphalt rejuvenating agent shall be absorbed and incorporated into the asphalt binder. Verification that said incorporation of the asphalt rejuvenating agent into the asphalt binder has been effected shall be by analysis of the chemical properties of said asphalt binder i.e. viscosity shall be reduced by petroleum maltene fraction replacement method to the following extent. For pavements receiving the first or original application of rejuvenating agent the viscosity shall be reduced by a minimum of thirty-five, (35%) percent as determined by dynamic shear rheometer (DSR) method for asphalt testing in accord with AASHTO T315-05. For retreated pavements after an initial treatment with the asphalt rejuvenator the viscosity shall be reduced by petroleum maltene replacement method a minimum of twenty percent(20%)as determined by dynamic shear rheometer (DSR) method for testing in accord with AASHTO T315-05. In addition the phase angle shall be increased. This analysis shall apply to extracted asphalt binder, taken from cores extracted fifteen to thirty days following application, in the upper three eights inch (3/8”) of pavement. In addition the treated areas shall be sealed in-depth to the intrusion of air and water.

For use in the afore described testing untreated and treated core samples, a minimum of four inches in diameter, shall be removed by the Contractor at locations indicated by the Engineer. The treated core sample shall be taken in the same lane in close proximity to each untreated sample. When directed by the Engineer, a minimum of one untreated and treated core for each test method shall be taken for each pavement type group or one per 30,000 square yards of treated pavement in each pavement type group.

The rejuvenating agent shall have a record of at least five years of satisfactory service as a petroleum maltene based emulsion asphalt rejuvenating agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to decrease the viscosity of the asphalt binder by petroleum maltene fraction replacement method, increase the phase angle and provide an in-depth seal. Reclamite®,a Tricor Refiners,LLC product manufactured by D&D Emulsion, Inc., Mansfield, Ohio, is a product of know quality and accepted performance.

The bidder must submit with his bid the manufacturer's certification that the material proposed for use is in compliance with the specification requirements. The bidder must submit with his bid previous use documentation and test data conclusively demonstrating that; the rejuvenating agent has been used successfully for a period of five years by government agencies such as Cities, Counties, etc; and that the asphalt rejuvenating agent has been proven to perform, as heretofore required, through field testing by government agencies as to the required change in asphalt binder viscosity and phase angle. Prior testing data shall be submitted indicating such product performance on a sufficient number of projects to insure product consistency. In addition, prior testing data shall be submitted to indicate said product performance as heretofore described over a minimum testing period of three years to insure reasonable sustainability.

RECLAMITE®, a product of Tricor Refining,LLC is a product of known quality and accepted performance.

IV. APPLICATOR EXPERIENCE:

The asphalt-rejuvenating agent shall be applied by an experienced applicator of such material. The bidder shall have a minimum of three years experience in applying the product proposed for use. He must submit with his bid a list of five projects on which he applied said rejuvenator. He shall indicate the project dates, number of square yards treated in each and the name and phone number of the government official in charge of each project.

A project superintendent knowledgeable and experienced in application of the asphalt-rejuvenating agent must be in control of each day's work. The bidder shall submit a written experience outline of the project superintendent.

V. PRODUCT STANDARDS AND ALTERNATES:

The product "Reclamite"® for the asphalt rejuvenating agent, a Tricor Refiners LLC product manufactured by D & D emulsions,Inc. Mansfield, Ohio is the standard for these specifications and the prices quoted on the Bid Sheet Base Bid shall be for this standard. Should a bidder wish to submit a bid for alternates to the Standard, said prices shall be entered on the BID SHEET as the "Alternate Bid" for each item. In the event that the bidder submits no bid for the Standard, only the "Alternate Bids" should be completed.

Bidders may offer an ALTERNATE for the Standard specified in the Specifications provided the bidder adheres to the following and submits same with his bid.

(a) List the proposed alternate on the BID SHEET form giving the product name and price.

(b) Furnish complete specifications and descriptive literature for the alternate as well as a one-gallon sample of the material proposed for use. Such descriptive and detailed information shall be complete and at least equal in detail to the agencies requirements for the standard item for which the alternate is offered.

(c) Submit a current Safety Data Sheet for the alternate materials.
The agency will give the alternate consideration. The Contractor may furnish only those alternate items included in his proposal and approved by the agency prior to award of a contract.

(d) Furnish all required test data and use documentation as heretofore required.

If no ALTERNATE is indicated on the BID SHEET, the Contractor shall furnish the STANDARD (brand) specified in the attached specifications.
Should the ALTERNATE offered be found unacceptable by the agency based on the data submitted with the bid and no bid is entered on the BID SHEET for the Standard, then said bid will be considered non-responsive.

VI. APPLICATION TEMPERATURE/WEATHER LIMITATIONS:

The temperature of the asphalt rejuvenating emulsion, at the time of application shall be as recommended by the manufacturer. The asphalt-rejuvenating agent shall be applied only when the existing surface to be treated is thoroughly dry and when it is not threatening to rain. The asphalt-rejuvenating agent shall not be

applied when the ambient temperature is below **45° F. The ambient temperature must be 45° F to 50° F and rising.**

VII. HANDLING OF ASPHALT REJUVENATING AGENT:

Contents in tank cars or storage tanks shall be circulated at least forty-five minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor that shall be used as a spreader. The distributor truck will be cleaned of all of its asphalt materials, and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to the approval and satisfaction of the Engineer.

VIII. RESIDENT NOTIFICATION:

The contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be treated. The notice will be delivered **AT LEAST** 24 hours prior to the treatment of the road. The notice will have a local phone number that residents may call to ask questions. The notice shall be of the door hanger type that secures to the door handle of each dwelling. Unsecured notices will not be allowed. The contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract. **A sample door hanger shall be submitted to the City of High Point for approval, it should have the City of High Point logo on it.**

IX. APPLICATING EQUIPMENT:

The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.04 to 0.08 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5 percent of the specified rate.

Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank. The distributor shall have a computerized system, acceptable to the Engineer that controls the rate of product application.

A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Engineer.

The truck used for applying rock dust, or other aggregate when required and approved by the Engineer, shall be equipped with a spreader that allows the rock dust to be uniformly distributed onto the pavement. The spreader shall be able to apply 1/2 pound to 3 pounds of rock dust or other aggregate per square yard in a

single pass. The spreader shall be adjustable so as not to broadcast the rock dust or other aggregate onto driveways or tree lawns.

The rock dust or other aggregate to be used shall be free flowing, without any leaves, dirt, stones, etc. Any wet rock dust shall be rejected from the job site.

Any equipment that is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Engineer.

X. APPLICATION OF REJUVENATING AGENT:

The asphalt-rejuvenating agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to insure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by hand sprayer application.

Application of asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the distributor nozzle nearest the center of the road shall overlap the previous application by at least one-half the width of the nozzle spray. In any event the centerline construction joint area of the pavement shall be treated in both application passes of the distributor truck.

Before spreading, the asphalt rejuvenating agent shall be blended with water at the rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer for jobsite conditions. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.04 to 0.08 gallons per square yard, or as approved by the Engineer following field testing.

Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and the Engineer grants approval for additional applications.

Grades or super elevations of surfaces that may cause excessive runoff, in the opinion of the Engineer, shall have the required amounts applied in two or more applications as directed.

After the rejuvenating emulsion has penetrate and when surface conditions require a light coating of dry rock dust, or other aggregate approved by the Engineer, shall be applied to the surface in sufficient amount to protect the traveling public as required by the Engineer. The rock dust or other approved aggregate shall be swept and removed from the streets and properly disposed of at the Contractor’s expense within 24 hours of application.

The Contractor shall furnish a quality inspection report showing the source, manufacturer, and the date shipped, for each load of asphalt rejuvenating agent. When directed by the Engineer, the Contractor shall take representative samples of material for testing.

XI. STREET SWEEPING:

The Contractor shall be responsible for sweeping and cleaning of the streets prior

to, and after treatment.

Prior to treatment, the street will be cleaned of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by hand brooming, power blowing or other approved methods. If in the opinion of the Engineer, the hand cleaning is not sufficient then a self-propelled street sweeper shall be used.

All rock dust or other approved material used during the treatment must be removed no later than 24 hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Engineer. Street sweeping will be included in the price bid per square yard for asphalt rejuvenating agent.

If, in the opinion of the Engineer, additional rock dust is required said material shall be applied by the contractor. Said rock dust shall be swept up no later than 24 hours following reapplication. No additional compensation will be allowed for reapplication and removal of rock dust.

XII. TRAFFIC CONTROL:

The Contractor shall schedule his operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration, in the opinion of the Engineer, has become complete and the area is suitable for traffic.

When, in the opinion of the Engineer, traffic must be maintained at all times on a particular street, then the Contractor shall apply asphalt rejuvenating agent to one lane at a time. Traffic shall be maintained in the untreated lane until the traffic may be switched to the completed lane.

The Contractor shall be responsible for all traffic control and signing required to permit safe travel. The contractor shall notify the police and fire departments as to the streets that are to be treated each day.

If, in the opinion of the Engineer, proper signing is not being used, the Contractor shall stop all operations until safe signing and barricading is achieved.

XIII. METHOD OF MEASUREMENT:

Asphalt rejuvenating agent shall be paid at the Contract bid unit price and for the actual square yards of pavement treated **per plan measurements**. Said payment shall be and is compensation in full for all costs of furnishing and applying the material as specified, including cleaning the existing pavement, stationing, purchase of aggregate, delivery of aggregate, all labor, equipment and materials necessary for the placement of the asphalt rejuvenating agent, sweeping of any loose material after construction and other requirements as specified. Traffic control for maintaining traffic for constructing asphalt rejuvenating agent shall be considered incidental to the work unless specified elsewhere in the plans or proposal.

Payment for removal of untreated and treated cores when directed by the Engineer, shall be paid for as each at the unit price bid for Test Core Removal.

Payment for laboratory analysis of untreated and or treated test cores, when directed by the Engineer shall be paid for as each at the unit price bid for Test Core Laboratory Analysis.

XIV. BASIS Of PAYMENT:

Standard Bid:

Asphalt Rejuvenating Agent	Square Yard
Test Core Removal (When Required)	Each
Test Core Laboratory Analysis - Viscosity (When Required)	Each

PROCEDURE FOR DETERMINING PERCENT LIGHT TRANSMITTANCE ON ASPHALT REJUVENATING AGENT

A. SCOPE

This procedure covers the determination of percent light transmittance of the asphalt rejuvenating agent.

B. APPARATUS

1) Container may be either glass, plastic or metal having a capacity of 6,000 ml.
2) Graduated cylinder, 1,000 ml, or greater
3) Light transmittance measuring apparatus, such as Bausch and Lomb or Lumetron spectrophotometer
4) Graduated pipette having 1 ml capacity to 0.01 ml accuracy
5) Suction bulb for use with pipette
6) Test tubes compatible with spectrophotometer, 3/4" X 6, Bausch and Lomb, Catolog No. 33-17- 81, (B&L)

C. CALIBRATION OF SPECTROPHOTOMETER

1) Calibrate spectrophotometer as follows: (a) Set wavelength at 580 mu, (b) Allow spectrophotometer to warm-up thirty minutes, (c) Zero percent light transmittance (%LT) scale, (d) Rinse test tube three times with tap water and fill to top of circle marking on B&L test tube or approximately 2/3 full, (e) Place tube in spectrophotometer and set %LT scale at 100, and (f) repeat steps (c) and (e) two times or until no further adjustments are necessary.

D. PROCEDURE

1) Shake, stir, or otherwise thoroughly mix emulsion to be tested. Place sample of emulsion in beaker and allow to stand one minute.
2) Place 2,000 ml tap water in container.
3) Suck 1.00 ml emulsion into pipette using suction bulb. Wipe off outside of pipette.
4) Using suction bulb, blow emulsion into container.
5) Rinse pipette by sucking in diluted emulsion solution and blowing out.
6) Clean pipette with soap or solvent and water. Rinse with acetone.
7) Stir diluted emulsion thoroughly.
8) Rinse out tube to be used with the diluted emulsion three times and fill to top of circle.
9) Calibrate spectrophotometer.
10) Place diluted emulsion sample tube in spectrophotometer, cover and read %LT to nearest tenth.
11) Repeat steps 9 and 10 until three identical consecutive readings are achieved.
12) The elapsed time between addition of emulsion to dilution of water and final %LT reading should not exceed 5 minutes.

APPENDIXES

Appendixes

1.	D&D Emulsions Sole Source Letter	1 pg.
2.	TRICOR Refining LLC Sole Source Applicator and Supplier	1 pg.
3.	Pavement Technology Inc. Cost Proposal	1 pg.
4.	Pavement Technology Inc. Certificate of Insurance	1 pg.
5.	Reclamite® Product Informational Brochure	3 pgs.
6.	Sheet and Map Quantities	1 pg.
7.	Overview Map and Enlarged Street Maps	20 Shts.

D & D EMULSIONS INC.

270 PARK AVENUE EAST
P. O. BOX 1706
MANSFIELD, OH 44901
ddemulsionsinc@outlook.com
Phone: 419-522-9440 fax: 419-522-8606

November 11, 2025

Mr. Allan Hicks
Public Services Department
City of High Point
816 E Green Drive
High Point, NC 27260

This is to inform you that Pavement Technology Inc. is our only licensed RECLAMITE® Application Contractor in the state of Florida, Georgia, Maryland, Michigan, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee, Virginia, and West Virginia. They have served the Florida area since 1972.

D & D Emulsions, Inc. is a licensed manufacturer of RECLAMITE® for the Golden Bear Oil Company, now ***Tricor Refining, LLC*** *serving the Eastern United States.*

Sheila Sims
Office Manager

TRICOR REFINING, LLC
Producers of GOLDEN BEAR PRESERVATION PRODUCTS

1134 Manor St. • Oildale, CA 93308 / P.O. Box 5877 • Bakersfield, CA 93388
Phone 661.337.9979 – Email: brettt@tricorrefining.com

November 11, 2025

Mr. Allan Hicks
Public Services Department
City of High Point
816 E Green Drive
High Point, NC 27260

This letter will confirm that Pavement Technology, Inc. with business address location at 24144 Detroit Road, Westlake, Ohio 44145 is the approved sole source applicator of Reclamite® asphalt rejuvenator and CRF Emulsion in the State of North Carolina. D&D Emulsions, Inc., Mansfield, Ohio is the approved and authorized manufacturer of Reclamite® by Tricor Refining, LLC servicing your market area. Through D&D Emulsions, Inc. Tricor Refining, LLC supplies finished emulsion for application by Pavement Technology, Inc. There is not another source for Reclamite®or CRF to be supplied into North Carolina.

Tricor Refining, LLC maintains an authorized manufacturing network in North America and through this we supply our approved product applicators. The reason for this is to control the emulsion quality and correct product application in each region. Pavement Technology, Inc. maintains and operates several crews which only apply Reclamite® asphalt rejuvenator.

Please let me know if you need further information or have other questions.

Respectfully,

Brett Towns

Brett Towns
Tricor Refining, LLC
Specialty Products Sales Manager
Cell: 530-491-8251
brettt@tricorrefining.com

Pavement Technology, Inc.

24144 Detroit Rd.
Westlake, Ohio 44145

Phone: 800-333-6309 440-892-1895
Fax: 440-892-0953

November 11, 2025

Mr. Allan Hicks
Public Services Department
City of High Point
816 E Green Drive
High Point, NC 27260

Dear Mr. Hicks:

We are pleased to offer our proposal to apply Reclamite® asphalt rejuvenator to the streets listed below.

Street	From	To	Square Yards	Amount
N Pendleton St	Cedrow Dr	R/R Tracks	12,540	$15,675.00
Pendleton St	R/R Tracks	E MLK Jr Dr	1,755	$2,193.75
	E MLK Jr Dr	Habersham Rd	7,126	$8,907.50
	Habersham Rd	Cul-de-sac	4,527	$5,658.75
Pendleton Ct	Pendleton St	Cul-de-sac	922	$1,152.50
Tuxedo Wy	Habersham Rd	Cul-de-sac	1,335	$1,668.75
Habersham Rd	Cul-de-sac	Pendleton St	2,018	$2,522.50
	Pendleton St	Kroll Ln	3,595	$4,493.75
	Kroll Ln	Kroll Ln	2,499	$3,123.75
Kroll Ln	Habersham Rd	Hilburn Dr	3,614	$4,517.50
	Hilburn Dr	Triangle Lake Rd	2,011	$2,513.75
Kroll Ct	Kroll Ln	Cul-de-sac	1,294	$1,617.50
Hilburn Dr	Kroll Ln	Habersham Rd	2,740	$3,425.00
E Commerce Ave	S Hamilton St	S Centennial St	4,787	$5,983.75
E High Ave	N Main St	N Wrenn St	900	$1,125.00
	N Wrenn St	N Hamilton St	1,488	$1,860.00
W High Ave	Dead End	S Lindsay St	2,082	$2,602.50
	S Lindsay St	N Elm St	2,407	$3,008.75
	N Elm St	S Main St	1,302	$1,627.50
Brevard Rd (North)	Fraley Rd	Dead End	5,708	$7,135.00

Brevard Rd (South)	Fraley Rd	Dead End	9,145	$11,431.25
Fraley Rd	Surrett Rd	S Main St	22,458	$28,072.50
Sedgebrook St	Gallimore Dairy Rd	Dead End	4,897	$6,121.25
Regency Dr	Sedgebrook St	NC 68 S	1,213	$1,516.25
Quieben Ave	N Centennial St	Denny St	3,449	$4,311.25
	Denny St	Forrest St	1,031	$1,288.75
	Forrest St	Brookside Dr	1,541	$1,926.25
	Brookside Dr	Blain St	1,880	$2,350.00
	Blain St	N Hamilton St	4,214	$5,267.50
	N Hamilton St	N Main St	3,627	$4,533.75
Production Ct	Thorndike Rd	Cul-de-sac	4,044	$5,055.00
Northborough Rd	Boylston Rd	Sunny Hill Wy	415	$518.75
	Sunny Hill Wy	Cedar Hill Wy	510	$637.50
	Cedar Hill Wy	Sweetmeadow Rd	1,006	$1,257.50
	Sweetmeadow Rd	Marblehead Dr	876	$1,095.00
Sweetmeadow Rd	Northborough Rd	Phase Line (city limits)	496	$620.00
Edgartown St	Marblehead Dr	Northborough Rd	2,187	$2,733.75
Quail Meadow Ln	Marblehead Dr	Phase Line (city limits)	720	$900.00
Marblehead Dr	Northborough Rd	Quail Meadow Ln	2,644	$3,305.00
	Quail Meadow Ln	Eggartown St	965	$1,206.25
	Northborough Rd	Cul-de-sac	3,068	$3,835.00
Gallimore Dairy Rd	Sandy Ridge Rd	Dead End	12,550	$15,687.50
Leake Dr	Lodge Dr	Joy Dr	732	$915.00
	Joy Dr	Cul-de-sac	824	$1,030.00
Joy Dr	Leake Dr	Dead End	512	$640.00
Washington St	N Downing St	Underhill St	1,642	$2,052.50
	Underhill St	Eccles Pl	979	$1,223.75
	Eccles Pl	Washington Street Park	3,943	$4,928.75
Willard Dairy Rd	Piedmont Pw	Carrera Ct	2,120	$2,650.00
	Carrera Ct	Phase 1A Line	507	$633.75
Carrera Ct	Willard Dairy Rd	Cul-de-sac	1,075	$1,343.75
Williford Ct	Old Winston Rd	Cul-de-sac	2,481	$3,101.25
Northside Ct	Bellevue Dr	Cul-de-sac	2,073	$2,591.25
Briarwood Ave	Kelton Pl	Dead End	472	$590.00
	Langdale Dr	Kelton Pl	2,891	$3,613.75
	Payne Rd	Langdale Dr	992	$1,240.00
Kelton Pl	Briarwood Ave	Langdale Dr	1,625	$2,031.25
Langdale Dr	Briarwood Ave	Kelton Pl	1,457	$1,821.25
Meridian Ave	Wingo St	Landsdowne St	597	$746.25
	Oaklawn St	Wingo St	572	$715.00
	Griclar St	Oaklawn St	568	$710.00

Henderson St	W Fairfield Rd	Dead End	1,883	$2,353.75
Fisher Ave	Whitehall St	Parkwood Dr	1,105	$1,381.25
	Waldo St	Whitehall St	549	$686.25
Waldo St	Fisher Ave	Elmhurst Ave	1,051	$1,313.75
	Elmhurst Ave	Dead End	362	$452.50
Hicks Pl	W State Ave	Rockspring Rd	581	$726.25
Shore St	W Fairfield Rd	Inlet Ave	1,594	$1,992.50
Maple St	Council St	Delmont St	576	$720.00
Valley Dr	Newview Rd	208 Newview Rd	798	$997.50
Cam Cir	Cowen St	Cowen St	5,583	$6,978.75
Angel Hill Ln	Cam Cir	Cam Cir	1,469	$1,836.25
Cowen St	Joyce Cir	Joyce Cir	2,460	$3,075.00
True Ln	Triangle Lake Rd	Hickory Chapel Rd	1,562	$1,952.50
Branch Crossing Dr	Joe Moore Rd	Boxwood Ct	1,832	$2,290.00
	Boxwood Ct	Streamside Dr	1,180	$1,475.00
	Streamside Dr	Phase 2 and 4 phase-line	1,270	$1,587.50
Boxwood Ct	Branch Crossing Dr	Cul-de-sac	1,380	$1,725.00
Streamside Dr	Cul-de-sac	Roundabout	1,943	$2,428.75
	Roundabout	Dead End	1,630	$2,037.50
Lauren Pl	Skeet Club Rd	Jeffrey Lane Pt	2,323	$2,903.75
Christopher Ct	Jeffrey Lane Pt	Cul-de-sac	193	$241.25
Jeffrey Lane Pt	Skeet Club Rd	Cul-de-sac	5,866	$7,332.50
Quartergate Dr	Skeet Club Rd	Cul-de-sac	5,171	$6,463.75
Stonemill Dr	Cul-de-sac	Cul-de-sac	4,873	$6,091.25
Quarterstaff Dr	Stonemill Dr	Dead End	407	$508.75
Berkshire Ct	Skeet Club Rd	Cul-de-sac	1,886	$2,357.50
Shamrock Rd	Johnson St	Dead End	6,662	$8,327.50
Shamrock Ct	Shamrock Rd	Cul-de-sac	1,372	$1,715.00
Northshore Dr	Shamrock Rd	Cul-de-sac	2,356	$2,945.00
Northshore Ct	Northshore Dr	Cul-de-sac	3,002	$3,752.50
Heathcliff Rd	W Lexington Ave	Wales Dr	7,560	$9,450.00
Heathcliff Ct	Heathcliff Rd	Cul-de-sac	1,111	$1,388.75
Kentucky St	W Lexington Ave	Robin Hood Rd	3,866	$4,832.50
Wickliff Ave	Westchester Dr	Sweetbriar Rd	7,510	$9,387.50
	Sweetbriar Rd	Concrete blocks	5,061	$6,326.25
Guyer St	Ambassador Ct	Valleywood Pl	5,630	$7,037.50
Meredith St	E MLK Jr Dr	Leonard Av	8,524	$10,655.00
	Leonard Ave	RC Baldwin Ave	1,357	$1,696.25
	RC Baldwin Ave	Franklin Ave	4,042	$5,052.50
Annmoore Cir	South Rd	South Rd	5,030	$6,287.50
Mill Ave	W Green Dr	Connor Pl	1,187	$1,483.75

	Connor Pl	Proctor Dr	3,657	$4,571.25
	Proctor Dr	1003 Mill Ave	2,171	$2,713.75
Young Pl	Jordan Pl	Proctor Dr	1,975	$2,468.75
Textile Pl	W Green Dr	Proctor Dr	4,285	$5,356.25
Jordan Pl	Mill Ave	Young Pl	2,063	$2,578.75
Proctor Dr	S Elm St	Mill Ave	3,896	$4,870.00
	Mill Ave	Young Pl	1,448	$1,810.00
Connor Pl	W Market Center Dr	Mill Ave	1,875	$2,343.75
Walker Pl	W Market Center Dr	Mill Ave	1,781	$2,226.25
Culler Pl	W Market Center Dr	Mill Ave	1,199	$1,498.75
Fowler Pl	W Market Center Dr	Mill Ave	1,202	$1,502.50
Alamosa Dr	Deep River Rd	Splitbrooke Dr	1,842	$2,302.50
Splitbrooke Dr	Edenridge Dr	Cul-de-sac	5,667	$7,083.75
Edenridge Dr	Alamosa Dr	Cul-de-sac	3,743	$4,678.75
Promenade Dr	Splitbrooke Dr	Dead End	546	$682.50
Brummel Ln	Old Plank Rd	Mineral Springs Ct	1,393	$1,741.25
	Mineral Springs Ct	Election Oak Dr	749	$936.25
Mineral Springs Ct	Brummel Ln	Cul-de-sac	1,461	$1,826.25
W Dayton Ave	N Main St	Long St	731	$913.75
Idol St	N Main St	Long St	1,044	$1,305.00
Fisher Ave	N Main St	Idol St	3,402	$4,252.50
	Idol St	Parkwood Dr	1,518	$1,897.50
Birchgarden Dr	Skeet Club Rd	Villages Spring Dr	2,196	$2,745.00
	Skeet Club Rd	Cul-de-sac	2,845	$3,556.25
Pointer Ct	Birchgarden Dr	Cul-de-sac	1,093	$1,366.25
Quail Marsh Ct	Birchgarden Dr	Cul-de-sac	971	$1,213.75
Lynwood Ter	Delk Dr	McGuinn Dr	2,049	$2,561.25
Delk Dr	Bragg Ave	McGuinn Dr	5,372	$6,715.00
Wheeler Ave	Park St	Tate St	636	$795.00
Albert Ave	Bradshaw St	W English Rd	935	$1,168.75
Futrelle Dr	Lakewood Dr	Bridges Dr	1,418	$1,772.50
Clinton Ave	Lincoln Dr	Ridgeway Pl	1,121	$1,401.25
Cornell Dr	W English Rd	Dead End	1,130	$1,412.50
	Dead End	Dead End	1,782	$2,227.50
Sales St	Triangle Lake Rd	Roberts Ln	1,613	$2,016.25
Scott Ave	Idol St	N Main St	2,466	$3,082.50
Northview St	Vandever St	Westview Pl	1,179	$1,473.75
Westview Pl	Northview St	Dead End	594	$742.50
Joshua Cir	Prospect St	Courtesy Rd	1,808	$2,260.00
Holly St	Blandwood Dr	Dead End	654	$817.50
Samet Dr Ext	Penny Rd	W Wendover Ave	7,995	$9,993.75

Copper Ct	Blackberry Ridge Dr	Echo Forest Tr	2,125	$2,656.25
Echo Forest Tr	Clinard Farms Rd	Copper Ct	3,566	$4,457.50
Holstein Dr	Willard Dairy Rd	Thistleberry Rd	1,725	$2,156.25
Galloway Ct	Holstein Dr	Cul-de-sac	1,185	$1,481.25
Thistleberry Rd	Trotting Brook Ln	Dead End	1,998	$2,497.50
Trotting Brook Ln	Dead End	Dead End	618	$772.50
Brayden Dr	Phase 5 Line	Saint Johns St	3,016	$3,770.00
Saint Johns St	Phase 5 Line	Cul-de-sac	1,465	$1,831.25
Meadow Valley Dr	Phase 5 Line	Cul-de-sac	620	$775.00
Chasewater Tr	Brayden Dr	Dead End	388	$485.00
Subtotal			**389,656**	**$487,070.00**
1.5% Contingency				$7,306.05
Total				**$494,376.05**

Our unit price of $1.25 per square yard is inclusive of traffic control, notification of residents and all labor and material necessary to complete the work.

Actual field measurements will determine final quantities.

Thank you for your continued interest in pavement preservation with Reclamite®.

Sincerely,

Ken Holton

Ken Holton
kholton@pavetechinc.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/10/2025

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
McGowan & Company, Inc.
20595 Lorain Rd
Fairview Park OH 44126

CONTACT NAME: Frances Lyons
PHONE (A/C, No, Ext): 440.895.4359 FAX (A/C, No): 440-333-3214
E-MAIL ADDRESS: flyons@mcgowaninsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Co of America	36161
INSURER B : Phoenix Insurance Company	25623
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED PAVETEC-01
Pavement Technology, Inc
24144 Detroit Rd
Westlake OH 44145

COVERAGES **CERTIFICATE NUMBER:** 1235209948 **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	X COMMERCIAL GENERAL LIABILITY	Y	Y	CO324N6425	3/1/2025	3/1/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	Y	Y	8108L678293	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	Y	Y	CUP2J391570	3/1/2025	3/1/2026	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	Y	UB0K349145	3/1/2025	3/1/2026	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: FY 2025-2026 Roadway Improvements – Reclamite (PTI #10642)

Certificate Holder is included as an additional insured as required by written contract. It is further agreed that a waiver of subrogation applies in favor of the certificate holder as required by written contract.
10 day notice of cancellation for non-payment of premium, 30 day notice for all other reasons applies

CERTIFICATE HOLDER

City of High Point
816 E Green Dr
High Point NC 27260

CANCELLATION

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

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TRICOR
REFINING, LLC
Producers of Reclamite®

P.O. Box 5877
Bakersfield, CA 9338

661.393.7110

RECLAMITE®
Asphalt Pavement Rejuvenator

Reclamite® Benefits:

- Delays the aging process
- Reverses aging
- Stops premature aging - reverses oxidation
- Waterproofs and seals
- Restores the components of asphalt
- Less than ⅓ to ½ the cost of other wear course seals.

Reclamite® is a maltene-based cationic petroleum emulsion formulated to maximize and maintain high road ratings and extend the service life of your asphalt pavement, while conserving your maintenance budget.

Reclamite® restores maltenes, the components of asphalt lost in the aging process, and improves the durability of the pavement near the surface where deterioration begins. Pavements in good profile, but exhibiting signs of aging—hairline cracking, raveling and pitting—will benefit from a Reclamite® application, as will pavements with segregation issues.

Reclamite® assists in adjusting the rheology of asphalt binder by increasing penetration values and decreasing viscosity and corresponding DSR (Dynamic Shear Rheometer) values.

Formulated from a single sourced naphthenic crude base, Reclamite® has a high natural solvency ability, co-mingling and fluxing with the asphalt binder to restore the asphalt/aggregate bond. It is a 100% petroleum rejuvenator base containing 0% asphalt.

Reclamite® has a proven 50-year history of use with national and international distribution. When used in pavement maintenance programs, application is usually on a 4 to 6 year basis. Product cost is generally ⅓ to ½ of conventional wear course treatments.

Reclamite® is used to extend pavement life at the top of the maintenance curve, pushing that curve as long as possible before more expensive wear course seals such as scrub seal, chip seal, slurry and cape seals are required.

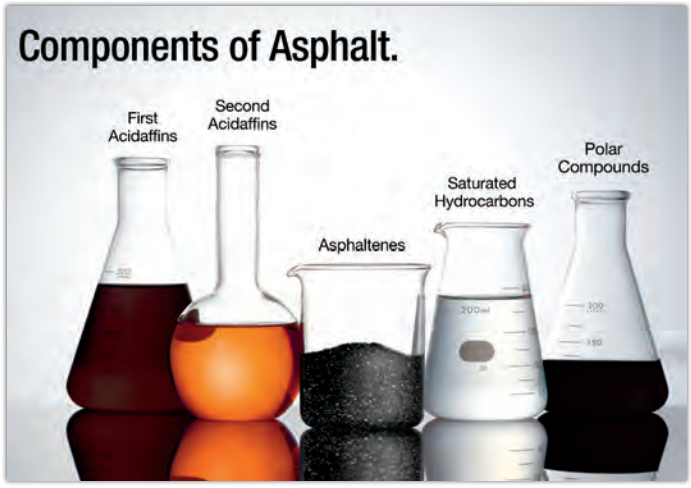
Please contact your Tricor distributor for more information or visit tricorrefining.com to learn more about our products.

Reclamite®
Petroleum Maltene-Based Rejuvenating Agent

What is Reclamite?

According to the National Center for Pavement Preservation "a true asphalt rejuvenator is a maltene-based petroleum product which has the ability to absorb or penetrate into an asphaltic concrete pavement and restore those reactive components (maltenes) that have been lost from the asphalt cement binder due to the natural process of oxidation."

Reclamite comprises the same maltene fractions as the asphalt binder. Reclamite is refined from a naphthenic (wax free) base that seals and preserves the surface "in-depth".



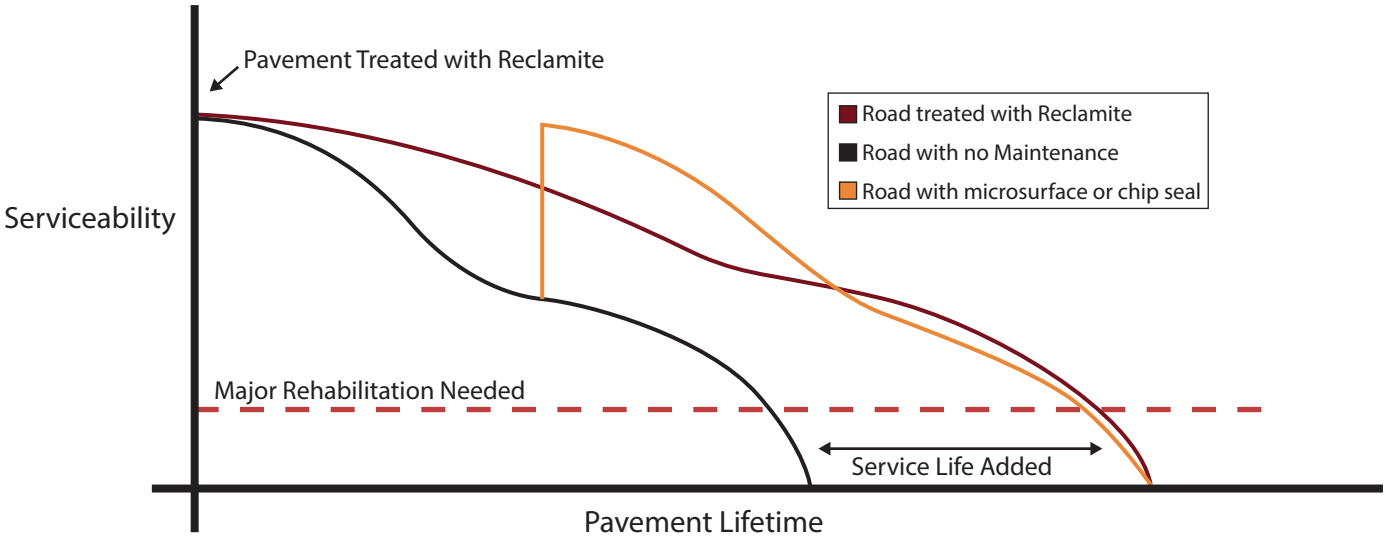
When should Reclamite be used?

Reclamite is a "top-of-the-curve" application. Apply to newer pavement (less than six years old in northern climates, less than ten years old in southern climates) that shows minimal signs of surface deterioration.

How does it work?

Reclamite has been used for more than 50 years and is proven to add 5-7 years service life to pavements. It penetrates, rejuvenates and seals the surface by replenishing the lost maltene fraction in the asphalt binder. Maltene is necessary to make the surface durable and flexible. Reclamite fluxes with the asphalt binder, restoring the aggregate/asphalt bond.

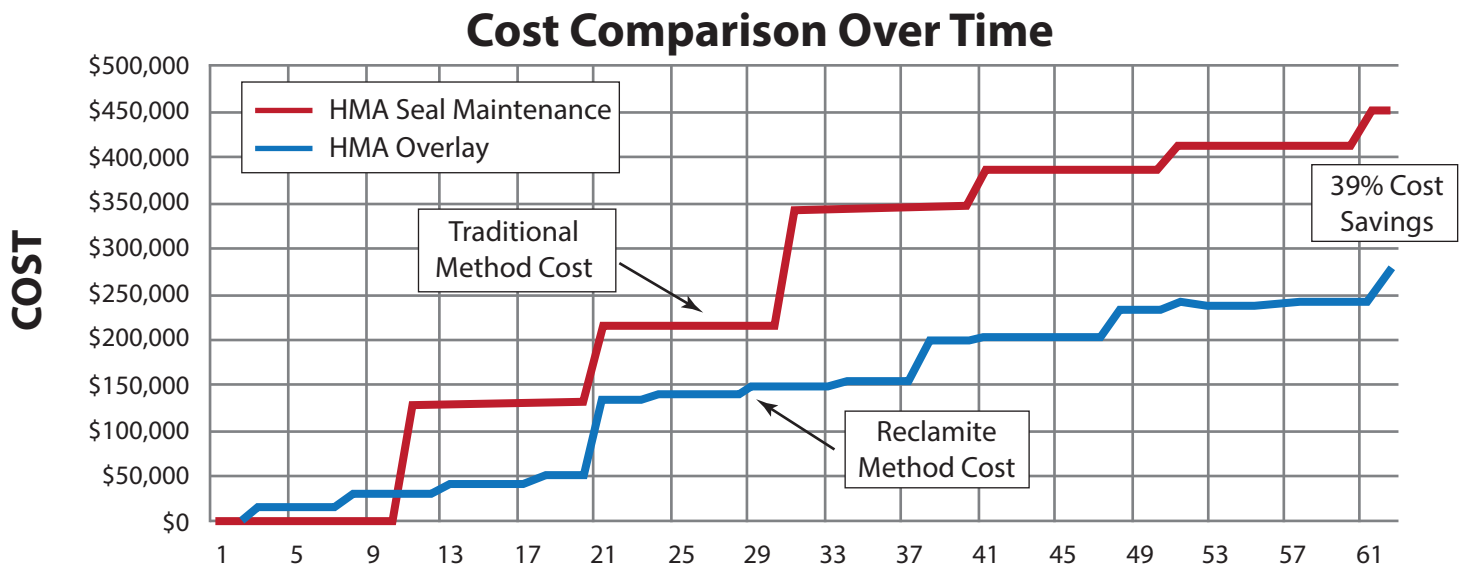
Reclamite prevents raveling and stripping and, by densifying the pavement's surface, it helps address compaction issues, reduces surface permeability, and prevents air and moisture intrusion. It adjusts viscosity and penetration values. It does not contain degreasers, solvents or creosotes.



How is Reclamite applied?

Reclamite is sprayed like a fog seal. The emulsion is diluted with water to 60 percent Reclamite. Application rates average between .05-.08 gallons per square yard. It is applied in one pass, has a 20-45 minute cure time and leaves no surface coating. Then a light coating of sand or limestone screening is applied (1-2 pounds per square yard). The screenings are swept between 1-2 days after application. Striping is not compromised and remains visible throughout the application process.

Application of Reclamite



Source: Town of Avon, Indiana Preservation Study. Schneider Engineering Case Study Presented at Purdue University www.youtube.com/watch?v=dYIDAA2Ey4k

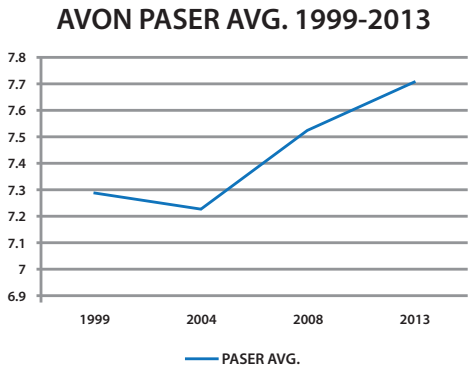
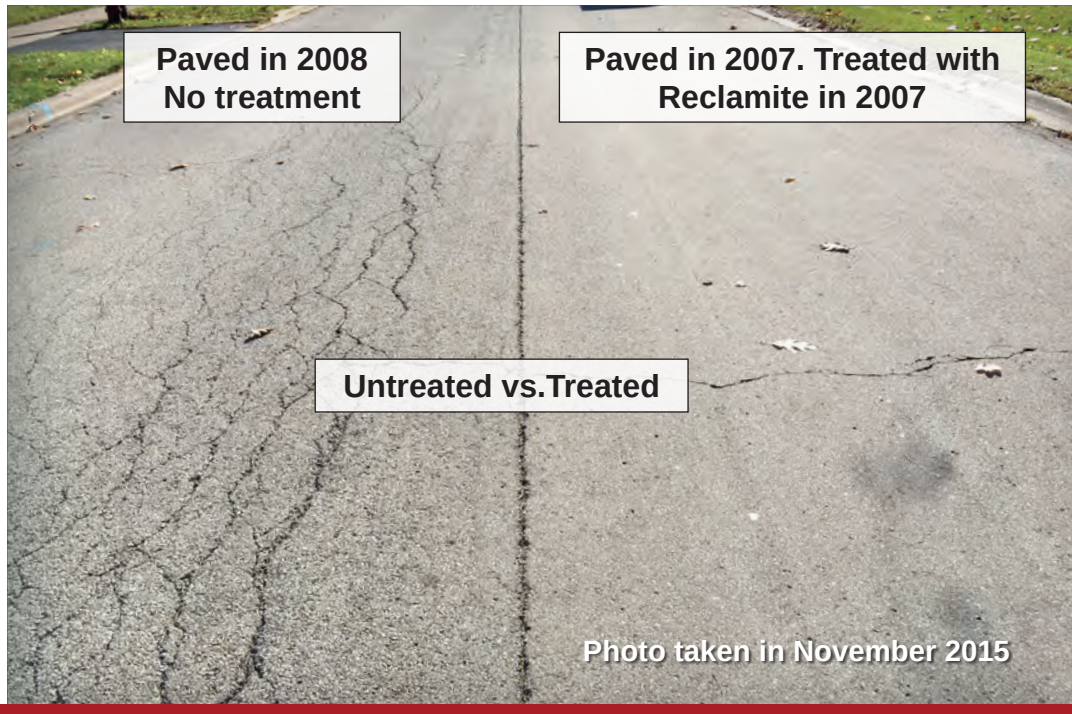
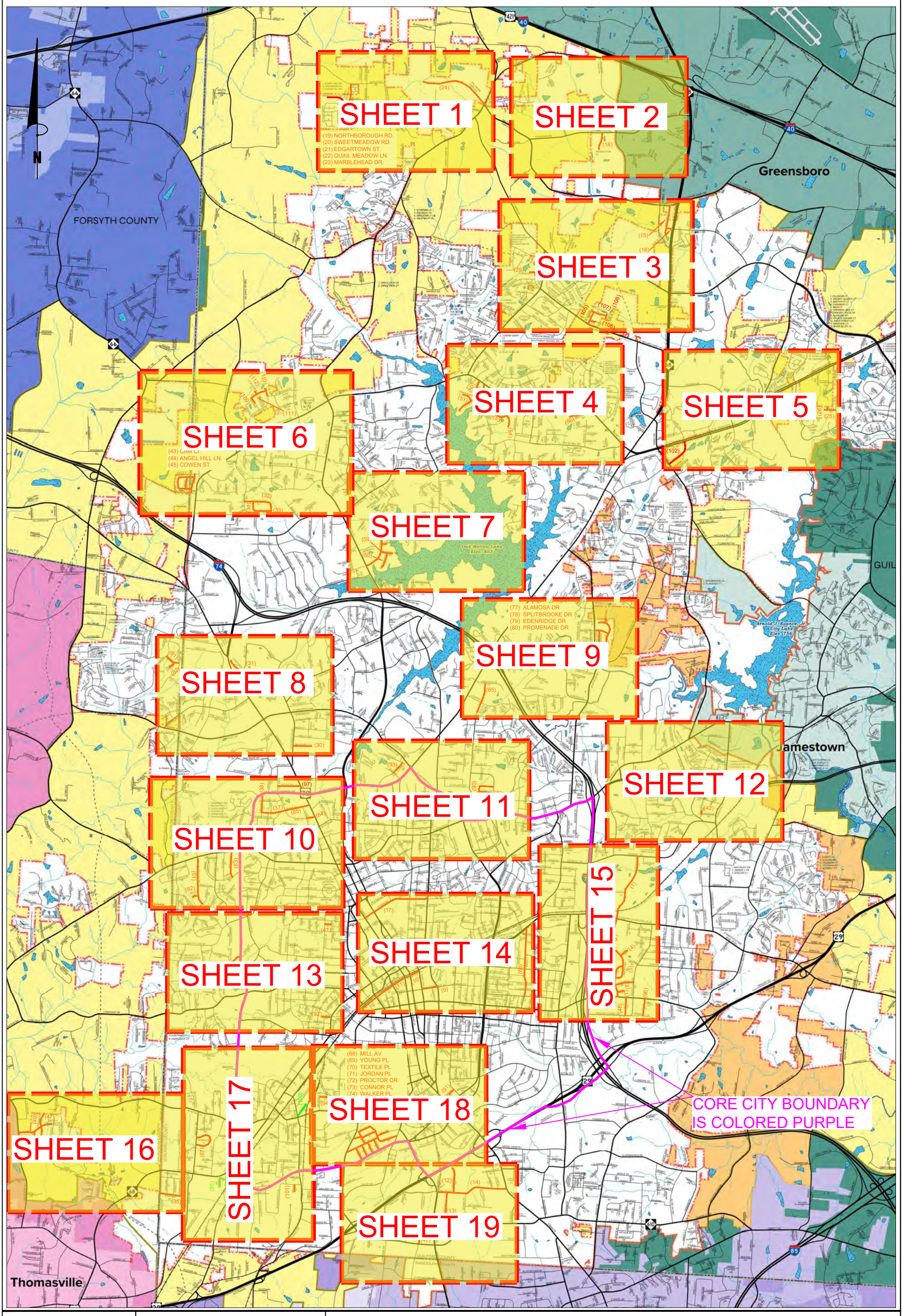


Chart shows average Paser ratings increasing after Reclamite program was initiated



PLAN SHEET	MAP #	STREET	FROM	TO	PCS LENGTH (FT)	PCS WIDTH (FT)	CAD AREA (SY)	SPEED LIMIT (MPH)	COMMENTS	GARBAGE COLLECTION DAY
15	1	**N Pendleton St.**	Cedrow Dr.	R/R Tracks	2,990	41	12,540	35	2024 Contract Resurfacing	Monday
15	2	**Pendleton St.**	R/R Tracks	E MLK Jr Dr.	345	41	1,755	35	2024 Contract Resurfacing	Monday
			E MLK Jr Dr.	Habersham Rd.	1,612	41	7,126	35	2024 Contract Resurfacing	Monday
			Habersham Rd.	Cul-de-sac	802	30	4,527	35	2024 Contract Resurfacing	Monday
15	3	**Pendleton Ct.**	Pendleton St.	Cul-de-sac	213	30	922	35	2024 Contract Resurfacing	Monday
15	4	**Tuxedo Wy.**	Habersham Rd	Cul-de-sac	426	30	1,335	35	2024 Contract Resurfacing	Monday
15	5	**Habersham Rd.**	Cul-de-sac	Pendleton St.	453	30	2,018	35	2024 Contract Resurfacing	Monday
			Pendleton St.	Kroll Ln.	1,103	30	3,595	35	2024 Contract Resurfacing	Monday
			Kroll Ln.	Kroll Ln.	840	30	2,499	35	2024 Contract Resurfacing	Monday
15	6	**Kroll Ln.**	Habersham Rd.	Hilburn Dr.	1,150	30	3,614	35	2024 Contract Resurfacing	Monday
			Hilburn Dr.	Triangle Lake Rd.	622	30	2,011	35	2024 Contract Resurfacing	Monday
15	7	**Kroll Ct.**	Kroll Ln.	Cul-de-sac	328	30	1,294	35	2024 Contract Resurfacing	Monday
15	8	**Hilburn Dr.**	Kroll Ln.	Habersham Rd.	940	30	2,740	35	2024 Contract Resurfacing	Monday
14	9	**E. Commerce Av.**	S. Hamilton St.	S. Centennial St.	782	60	4,787	35	2024 Contract Resurfacing	Tuesday
14	10	**E. High Av.**	N Main St.	N. Wrenn St.	292	44	900	35	2024 Contract Resurfacing	Tuesday
			N Wrenn St.	N Hamilton St.	492	32	1,488	35	2024 Contract Resurfacing	Tuesday
14	11	**W. High Av.**	Dead End	S. Lindsay St.	908	21	2,082	35	2024 Contract Resurfacing	Tuesday
			S. Lindsay St.	N Elm St.	1,024	21	2,407	35	2024 Contract Resurfacing	Tuesday
			N. Elm St.	S. Main St.	720	16	1,302	35	2024 Contract Resurfacing	Tuesday
19	12	**Brevard Rd. (North)**	Fraley Rd.	Dead End	1,277	40	5,708	35	2024 Contract Resurfacing	Tuesday
19	13	**Brevard Rd. (South)**	Fraley Rd.	Dead End	1,869	40	9,145	35	2024 Contract Resurfacing	Tuesday
19	14	**Fraley Rd.**	Surrett Rd.	S. Main St.	3,581	49	22,458	35	2024 Contract Resurfacing	Tuesday
3	15	**Sedgebrook St.**	Gallimore Dairy Rd	Dead End	1,392	36	4,897	35	2024 Contract Resurfacing	Unknown
3	16	**Regency Dr.**	Sedgebrook St.	NC 68 S	319	36	1,213	35	2024 Contract Resurfacing	Unknown
14	17	**Quieben Av.**	N Centennial St.	Denny St.	586	30	3,449	35	2024 Engineering Services accepted streets	Tuesday
			Denny St.	Forrest St.	314	30	1,031	35	2024 Engineering Services accepted streets	Tuesday
			Forrest St.	Brookside Dr.	477	30	1,541	35	2024 Engineering Services accepted streets	Tuesday
			Brookside Dr.	Blain St.	481	30	1,880	35	2024 Engineering Services accepted streets	Tuesday
			Blain St.	N. Hamilton St.	1,012	30	4,214	35	2024 Engineering Services accepted streets	Tuesday
			N Hamilton St.	N Main St.	547	56	3,627	35	2024 Engineering Services accepted streets	Tuesday
2	18	**Production Ct.**	Thorndike Rd	Cul-de-sac	917	34	4,044	35	2024 Engineering Services accepted streets	Unknown
1	19	**Northborough Rd.**	Boylston Rd.	Sunny Hill Wy.	166	22	415	35	2024 Engineering Services accepted streets	Unknown
			Sunny Hill Wy.	Cedar Hill Wy.	205	22	510	35	2024 Engineering Services accepted streets	Unknown
			Cedar Hill Wy.	Sweetmeadow Rd.	406	22	1,006	35	2024 Engineering Services accepted streets	Unknown
			Sweetmeadow Rd.	Marblehead Dr.	295	22	876	35	2024 Engineering Services accepted streets	Unknown
1	20	**Sweetmeadow Rd.**	Northborough Rd.	Phase Line (city limits)	152	22	496	35	2024 Engineering Services accepted streets	Unknown
1	21	**Edgartown St.**	Marblehead Dr.	Northborough Rd.	900	22	2,187	35	2024 Engineering Services accepted streets	Unknown
1	22	**Quail Meadow Ln.**	Marblehead Dr.	Phase Line (city limits)	260	22	720	35	2024 Engineering Services accepted streets	Unknown
1	23	**Marblehead Dr.**	Northborough Rd.	Quail Meadow Ln.	1,054	22	2,644	35	2024 Engineering Services accepted streets	Unknown
			Quail Meadow Ln.	Eggartown St.	290	22	965	35	2024 Engineering Services accepted streets	Unknown
			Northborough Rd.	Cul-de-sac	1,078	22	3,068	35	2025 Engineering Service accepted streets	Unknown
1	24	**Gallimore Dairy Rd.**	Sandy Ridge Rd.	Dead End	3,280	24	12,550	35	2024 Engineering Services accepted streets	Unknown
5	25	**Leake Dr.**	Lodge Dr.	Joy Dr.	418	26	732	35	2024 Engineering Services accepted streets	Tuesday
			Joy Dr.	Cul-de-sac	161	26	824	35	2024 Engineering Services accepted streets	Tuesday
5	26	**Joy Dr.**	Leake Dr.	Dead End	152	26	512	35	2024 Engineering Services accepted streets	Tuesday
14	27	**Washington St.**	N Downing St.	Underhill St.	296	32	1,642	35	2024 Engineering Services accepted streets	Monday
			Underhill St.	Eccles Pl.	276	27	979	25	2024 Engineering Services accepted streets	Monday
			Eccles Pl.	Washington Street Park	1,148	24	3,943	25	2024 Engineering Services accepted streets	Monday
3	28	**Willard Dairy Rd.**	Piedmont Pw.	Carrera Ct.	843	22	2,120	35	2024 Engineering Services accepted streets	Thursday
			Carrera Ct	Phase 1A Line	170	22	507	35	2024 Engineering Services accepted streets	Thursday
3	29	**Carrera Ct.**	Willard Dairy Rd.	Cul-de-sac	260	22	1,075	35	2024 Engineering Services accepted streets	Thursday
8	30	**Williford Ct.**	Old Winston Rd.	Cul-de-sac	936	20	2,481	35	2024 City Street Div. Resurfacing	Wednesday
8	31	**Northside Ct.**	Bellevue Dr.	Cul-de-sac	857	18	2,073	35	2024 City Street Div. Resurfacing	Wednesday
6	32	**Briarwood Av.**	Kelton Pl.	Dead End	212	20	472	35	2024 City Street Div. Resurfacing	Wednesday
			Langdale Dr.	Kelton Pl.	1,264	20	2,891	35	2024 City Street Div. Resurfacing	Wednesday
			Payne Rd.	Langdale Dr.	445	20	992	35	2024 City Street Div. Resurfacing	Wednesday
6	33	**Kelton Pl.**	Briarwood Av.	Langdale Dr.	791	20	1,625	35	2024 City Street Div. Resurfacing	Wednesday
6	34	**Langdale Dr.**	Briarwood Av.	Kelton Pl.	493	20	1,457	35	2024 City Street Div. Resurfacing	Wednesday
16	35	**Meridian Av**	Wingo St.	Landsdowne St.	331	20	597	35	2024 City Street Div. Resurfacing	Wednesday
			Oaklawn St.	Wingo St.	347	20	572	35	2024 City Street Div. Resurfacing	Tuesday
			Griclar St.	Oaklawn St.	350	20	568	35	2024 City Street Div. Resurfacing	Tuesday
19	36	**Henderson St.**	W. Fairfield Rd.	Dead End	766	18	1,883	35	2024 City Street Div. Resurfacing	Tuesday
10	37	**Fisher Av.**	Whitehall St.	Parkwood Dr.	593	16	1,105	35	2024 City Street Div. Resurfacing	Tuesday
			Waldo St.	Whitehall St.	328	16	549	35	2024 City Street Div. Resurfacing	Tuesday
10	38	**Waldo St.**	Fisher Av.	Elmhurst Av.	564	18	1,051	35	2024 City Street Div. Resurfacing	Tuesday
			Elmhurst Av.	Dead End	235	18	362	35	2024 City Street Div. Resurfacing	Tuesday
10	39	**Hicks Pl.**	W State Av.	Rockspring Rd.	300	16	581	35	2024 City Street Div. Resurfacing	Tuesday
19	40	**Shore St.**	W. Fairfield Rd.	Inlet Av.	821	21	1,594	35	2024 City Street Div. Resurfacing	Tuesday
13	41	**Maple St.**	Council St.	Delmont St.	332	18	576	35	2024 City Street Div. Resurfacing	Tuesday
12	42	**Valley Dr.**	Newview Rd.	208 Newview Rd.	340	20	798	35	**2021** City Street Div. Resurfacing	Monday
6	43	**Cam Ci.**	Cowen St.	Cowen St.	1,998	22	5,583	35	2025 Engineering Service accepted streets	Wednesday
6	44	**Angel Hill Ln.**	Cam Ci.	Cam Ci.	582	22	1,469	35	2025 Engineering Service accepted streets	Wednesday
6	45	**Cowen St.**	Joyce Ci.	Joyce Ci.	975	22	2,460	35	2025 Engineering Service accepted streets	Wednesday
15	46	**True Ln.**	Triangle Lake Rd.	Hickory Chapel Rd.	299	Var.	1,562	35	2025 Engineering Service accepted streets	Monday
16	47	**Branch Crossing Dr.**	Joe Moore Rd.	Boxwood Ct.	737	22	1,832	35	2025 Engineering Service accepted streets	Tuesday
			Boxwood Ct.	Streamside Dr.	429	22	1,180	35	2025 Engineering Service accepted streets	Tuesday
			Streamside Dr.	Phase 2 and 4 phase-line	453	22	1,270	35	2025 Engineering Service accepted streets	Tuesday
16	48	**Boxwood Ct.**	Branch Crossing Dr.	Cul-de-sac	381	22	1,380	35	2025 Engineering Service accepted streets	Tuesday
16	49	**Streamside Dr.**	Cul-de-sac	Roundabout	596	22	1,943	35	2025 Engineering Service accepted streets	Tuesday
			Roundabout	Dead End	662	22	1,630	35	2025 Engineering Service accepted streets	Tuesday
4	50	**Lauren Pl.**	Skeet Club Rd.	Jeffrey Lane Pt.	873	28	2,323	25	2025 Contract Resurfacing	Thursday
4	51	**Christopher Ct.**	Jeffrey Lane Pt.	Cul-de-sac	551	28	193	25	2025 Contract Resurfacing	Thursday
4	52	**Jeffrey Lane Pt.**	Skeet Club Rd.	Cul-de-sac	1,945	28	5,866	25	2025 Contract Resurfacing	Thursday
4	53	**Quartergate Dr.**	Skeet Club Rd.	Cul-de-sac	1,843	26	5,171	35	2025 Contract Resurfacing	Thursday
4	54	**Stonemill Dr.**	Cul-de-sac	Cul-de-sac	1,449	26	4,873	35	2025 Contract Resurfacing	Thursday
4	55	**Quarterstaff Dr.**	Stonemill Dr.	Dead End	127	26	407	35	2025 Contract Resurfacing	Thursday
4	56	**Berkshire Ct.**	Skeet Club Rd.	Cul-de-sac	710	26	1,886	35	2025 Contract Resurfacing	Thursday

PLAN SHEET	MAP #	STREET	FROM	TO	PCS LENGTH (FT)	PCS WIDTH (FT)	CAD AREA (SY)	SPEED LIMIT (MPH)	COMMENTS	GARBAGE COLLECTION DAY
7	57	**Shamrock Rd.**	Johnson St.	Dead End	1,942	32	6,662	25	2025 Contract Resurfacing	Wednesday
7	58	**Shamrock Ct.**	Shamrock Rd.	Cul-de-sac	248	26	1,372	25	2025 Contract Resurfacing	Wednesday
7	59	**Northshore Dr.**	Shamrock Rd.	Cul-de-sac	588	26	2,356	35	2025 Contract Resurfacing	Wednesday
7	60	**Northshore Ct.**	Northshore Dr.	Cul-de-sac	767	26	3,002	35	2025 Contract Resurfacing	Wednesday
10	61	**Heathcliff Rd.**	W. Lexington Av.	Wales Dr.	2,427	28	7,560	35	2025 Contract Resurfacing	Tuesday
10	62	**Heathcliff Ct.**	Heathcliff Rd.	Cul-de-sac	290	28	1,111	35	2025 Contract Resurfacing	Tuesday
10	63	**Kentucky St.**	W. Lexington Av.	Robin Hood Rd.	1,298	28	3,866	25	2025 Contract Resurfacing	Tuesday
13	64	**Wickliff Av**	Westchester Dr	Sweetbriar Rd.	1,876	33	7,510	35	2025 Contract Resurfacing	Tuesday
			Sweetbriar Rd.	Concrete blocks	1,327	28	5,061	35	2025 Contract Resurfacing	Tuesday
9	65	**Guyer St.**	Ambassador Ct.	Valleywood Pl.	1,475	27	5,630	35	2025 Contract Resurfacing	Thursday
14	66	**Meredith St.**	E. MLK Jr Dr.	Leonard Av.	2,054	32	8,524	35	2025 Contract Resurfacing	Monday
			Leonard Av.	RC Baldwin Av.	334	28	1,357	35	2025 Contract Resurfacing	Monday
			RC Baldwin Av.	Franklin Av.	1,075	28	4,042	35	2025 Contract Resurfacing	Monday
17	67	**Annmoore Ci.**	South Rd.	South Rd.	1,760	26	5,030	25	2025 Contract Resurfacing	Tuesday
18	68	**Mill Av.**	W. Green Dr.	Connor Pl.	514	24	1,187	25	2025 Contract Resurfacing	Tuesday
			Connor Pl.	Proctor Dr.	1,207	26	3,657	25	2025 Contract Resurfacing	Tuesday
			Proctor Dr.	1003 Mill Av.	395	36	2,171	25	2025 Contract Resurfacing	Tuesday
18	69	**Young Pl.**	Jordan Pl.	Proctor Dr.	657	26	1,975	25	2025 Contract Resurfacing	Tuesday
18	70	**Textile Pl.**	W. Green Dr.	Proctor Dr.	1,205	32	4,285	25	2025 Contract Resurfacing	Tuesday
18	71	**Jordan Pl.**	Mill Av.	Young Pl.	646	26	2,063	35	2025 Contract Resurfacing	Tuesday
18	72	**Proctor Dr.**	S Elm St.	Mill Av.	1,193	24	3,896	25	2025 Contract Resurfacing	Tuesday
			Mill Av.	Young Pl.	588	26	1,448	25	2025 Contract Resurfacing	Tuesday
18	73	**Connor Pl.**	W. Market Center Dr.	Mill Av.	667	26	1,875	35	2025 Contract Resurfacing	Tuesday
18	74	**Walker Pl.**	W. Market Center Dr.	Mill Av.	627	26	1,781	25	2025 Contract Resurfacing	Tuesday
18	75	**Culler Pl.**	W. Market Center Dr.	Mill Av.	607	19	1,199	35	2025 Contract Resurfacing	Tuesday
18	76	**Fowler Pl.**	W. Market Center Dr.	Mill Av.	603	19	1,202	35	2025 Contract Resurfacing	Tuesday
9	77	**Alamosa Dr.**	Deep River Rd.	Splitbrooke Dr.	724	22	1,842	35	2025 Contract Resurfacing	Thursday
9	78	**Splitbrooke Dr.**	Edenridge Dr.	Cul-de-sac	2,124	22	5,667	35	2025 Contract Resurfacing	Thursday
9	79	**Edenridge Dr.**	Alamosa Dr.	Cul-de-sac	1,315	22	3,743	35	2025 Contract Resurfacing	Thursday
9	80	**Promenade Dr.**	Splitbrooke Dr.	Dead End	215	22	546	35	2025 Contract Resurfacing	Thursday
8	81	**Brummel Ln.**	Old Plank Rd.	Mineral Springs Ct.	511	29	1,393	35	2025 Contract Resurfacing, Change Order 1	Wednesday
			Mineral Springs Ct.	Election Oak Dr.	260	26	749	35	2025 Contract Resurfacing, Change Order 1	Wednesday
8	82	**Mineral Springs Ct.**	Brummel Ln.	Cul-de-sac	345	20	1,461	35	2025 Contract Resurfacing, Change Order 1	Wednesday
10	83	**W Dayton Av.**	N Main St.	Long St.	386	21	731	35	2025 Contract Resurfacing, Change Order 1	Tuesday
10	84	**Idol St.**	N Main St.	Long St.	419	19	1,044	35	2025 Contract Resurfacing, Change Order 1	Tuesday
10	85	**Fisher Av.**	N Main St.	Idol St.	1,245	24	3,402	35	2025 Contract Resurfacing, Change Order 1	Tuesday
			Idol St.	Parkwood Dr.	277	32	1,518	35	2025 Contract Resurfacing, Change Order 1	Tuesday
4	86	**Birchgarden Dr.**	Skeet Club Rd.	Villages Spring Dr.	901	22	2,196	25	2025 Contract Resurfacing, Change Order 1	Thursday
			Skeet Club Rd.	Cul-de-sac	1,086	22	2,845	25	2025 Contract Resurfacing, Change Order 1	Thursday
4	87	**Pointer Ct.**	Birchgarden Dr.	Cul-de-sac	275	22	1,093	35	2025 Contract Resurfacing, Change Order 1	Thursday
4	88	**Quail Marsh Ct.**	Birchgarden Dr.	Cul-de-sac	209	22	971	35	2025 Contract Resurfacing, Change Order 1	Thursday
11	89	**Lynwood Te.**	Delk Dr.	McGuinn Dr.	696	30	2,049	35	2025 Contract Resurfacing, Change Order 1	Monday
11	90	**Delk Dr.**	Bragg Av.	McGuinn Dr.	1,657	30	5,372	35	2025 Contract Resurfacing, Change Order 1	Monday
18	91	**Wheeler Av.**	Park St.	Tate St.	341	16	636	35	2025 City Street Div. Resurfacing	Monday
13	92	**Albert Av.**	Bradshaw St.	W English Rd.	365	18	935	25	2025 City Street Div. Resurfacing	Tuesday
11	93	**Futrelle Dr.**	Lakewood Dr.	Bridges Dr.	710	20	1,418	35	2025 City Street Div. Resurfacing	Wednesday
18	94	**Clinton Av.**	Lincoln Dr.	Ridgeway Pl.	635	21	1,121	35	2025 City Street Div. Resurfacing	Tuesday
17	95 (Note 1)	**Cornell Dr.**	W English Rd.	Dead End	330	16	1,130	35	2025 City Street Div. Resurfacing	Tuesday
			Dead End	Dead End	454	20	1,782	35	2025 City Street Div. Resurfacing	Tuesday
15	96	**Sales St.**	Triangle Lake Rd.	Roberts Ln.	862	22	1,613	35	2025 City Street Div. Resurfacing	Monday
10	97	**Scott Av.**	Idol St.	N Main St.	1,155	20	2,466	35	2025 City Street Div. Resurfacing	Wednesday
17	98	**Northview St.**	Vandever St.	Westview Pl.	586	18	1,179	35	2025 City Street Div. Resurfacing	Tuesday
17	99	**Westview Pl.**	Northview St.	Dead End	248	23	594	35	2025 City Street Div. Resurfacing	Tuesday
17	100 (Note 1)	**Joshua Ci.**	Prospect St.	Courtesy Rd.	610	22	1,808	35	2025 City Street Div. Resurfacing	Tuesday
17	101	**Holly St.**	Blandwood Dr.	Dead End	363	23	654	35	2025 City Street Div. Resurfacing	Tuesday
5	102	**Samet Drive Ext.**	Penny Rd.	W Wendover Av.	1,466	36	7,995	35	2025 Engineering Service accepted streets	Unknown
3	103	**Copper Ct.**	Blackberry Ridge Dr.	Echo Forest Tr.	877	22	2,125	35	2025 Engineering Service accepted streets	Thursday
3	104	**Echo Forest Tr.**	Clinard Farms Rd.	Copper Ct.	1,289	22	3,566	35	2025 Engineering Service accepted streets	Thursday
3	105	**Holstein Dr.**	Willard Dairy Rd.	Thistleberry Rd.	641	22	1,725	35	2025 Engineering Service accepted streets	Unknown
3	106	**Galloway Ct.**	Holstein Dr.	Cul-de-sac	280	22	1,185	35	2025 Engineering Service accepted streets	Unknown
3	107	**Thistleberry Rd.**	Trotting Brook Ln	Dead End	792	22	1,998	35	2025 Engineering Service accepted streets	Unknown
3	108	**Trotting Brook Ln.**	Dead End	Dead End	247	22	618	35	2025 Engineering Service accepted streets	Unknown
6	109	**Brayden Dr.**	Phase 5 Line	Saint Johns St.	1,096	22	3,016	35	2025 Engineering Service accepted streets	Wednesday
6	110	**Saint Johns St.**	Phase 5 Line	Cul-de-sac	372	22	1,465	35	2025 Engineering Service accepted streets	Wednesday
6	111	**Meadow Valley Dr.**	Phase 5 Line	Cul-de-sac	75	22	620	35	2025 Engineering Service accepted streets	Wednesday
6	112	**Chasewater Tr.**	Brayden Dr.	Dead End	137	22	388	35	2025 Engineering Service accepted streets	Wednesday
Notes:				Totals	118,485		389,656.00			
1. Verify that Joshua Ci. and Cornell Dr. have been recently paved before spraying. Do not spray these if they haven't been recently paved.				1.5% Contingency (SY)			5,844.84			
				CONTRACT TOTAL (SY)			**395,501**			cah rev. 10/28/2025
				PCS C/L Miles			**22.44**			
				PCS Lane Miles, (12' lane)			**51.01**			
				CAD Lane Miles, (12' lane)			**55.35**			



CITY OF high point.

CITY OF HIGH POINT
PUBLIC SERVICES DEPARTMENT
211 S. HAMILTON STREET
P.O. BOX 230
HIGH POINT, N.C. 27261
TELEPHONE (336) 883-3194
FAX (336) 883-4118

PLAN DRAWINGS FOR

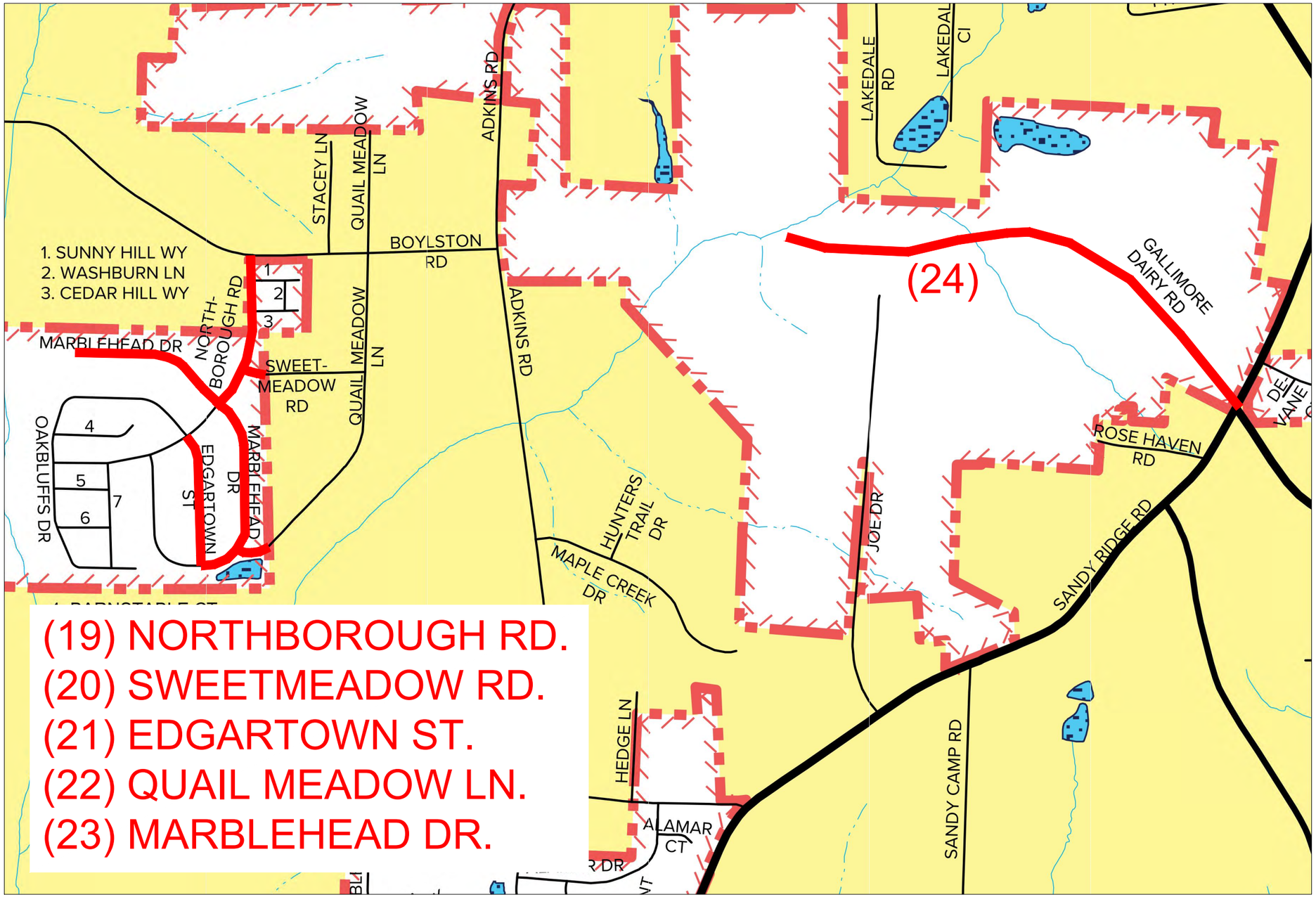
RECLAMITE® PROJECTS 2025-2026

CITY OF HIGH POINT

ROADWAY IMPROVEMENTS

HIGH POINT – GUILFORD COUNTY – N.C.

PLOT DATE AND FILE: 10/28/25 Y:\Public Services PROJECTS\1. RESURFACING\2025-2026 Reclamite\02 City Street Maps\2026 PDF Street Maps.dwg



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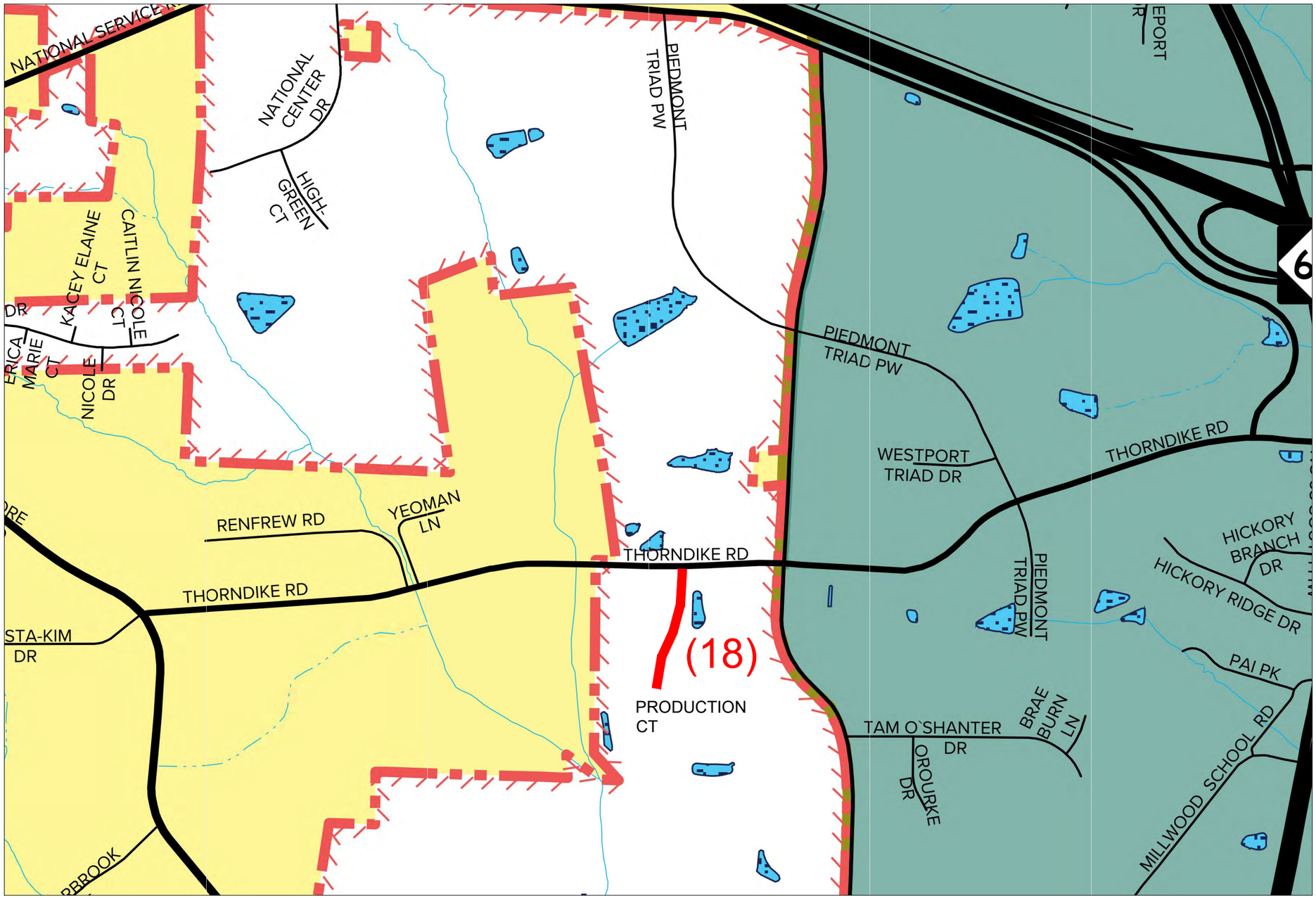
JOB NO:	N/A				
DATE	OCT. 2025				
DESIGNED	CAH				
DRAWN	CAH				
CHECKED	.				
SCALE	NOT TO SCALE	BY	DESCRIPTION	DATE	REV.

PLAN DRAWINGS FOR
RECLAMITE® PROJECTS 2025-2026
CITY OF HIGH POINT
ROADWAY IMPROVEMENTS
HIGH POINT – GUILFORD COUNTY – N.C.

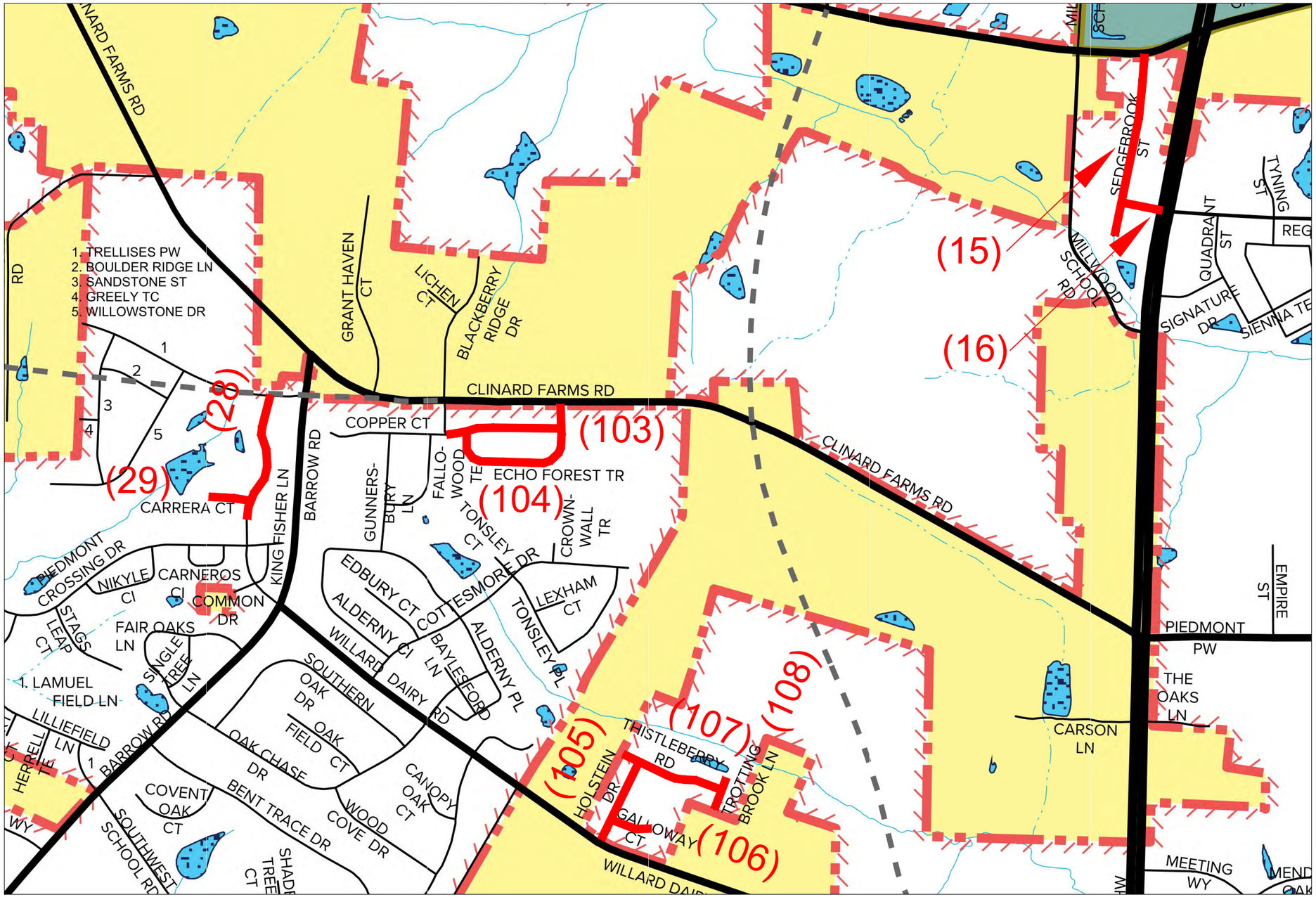
SHEET NO. 1 OF 19

PLOT DATE AND FILE: 10/28/25 Y:\Public Services PROJECTS\1. RESURFACING\2025-2026 Reclamite\02 City Street Maps\2026 PDF Street Maps.dwg



CITY OF HIGH POINT PUBLIC SERVICES DEPARTMENT 211 S. HAMILTON STREET P.O. BOX 230 HIGH POINT, N.C. 27261 TELEPHONE (336) 883-3194 FAX (336) 883-4118	JOB NO: N/A					PLAN DRAWINGS FOR RECLAMITE® PROJECTS 2025-2026 CITY OF HIGH POINT ROADWAY IMPROVEMENTS HIGH POINT – GUILFORD COUNTY – N.C.	SHEET NO. 2 OF 19
	DATE OCT. 2025						
	DESIGNED CAH						
	DRAWN CAH						
	CHECKED .						
	SCALE NOT TO SCALE	BY	DESCRIPTION	DATE	REV.		

PLOT DATE AND FILE: 10/28/25 Y:\Public Services PROJECTS\1. RESURFACING\2025-2026 Reclamite\02 City Street Maps\2026 PDF Street Maps.dwg



CITY OF high point.

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JOB NO:	N/A				
DATE	OCT. 2025				
DESIGNED	CAH				
DRAWN	CAH				
CHECKED	.				
SCALE	NOT TO SCALE	BY	DESCRIPTION	DATE	REV.

PLAN DRAWINGS FOR

RECLAMITE® PROJECTS 2025-2026

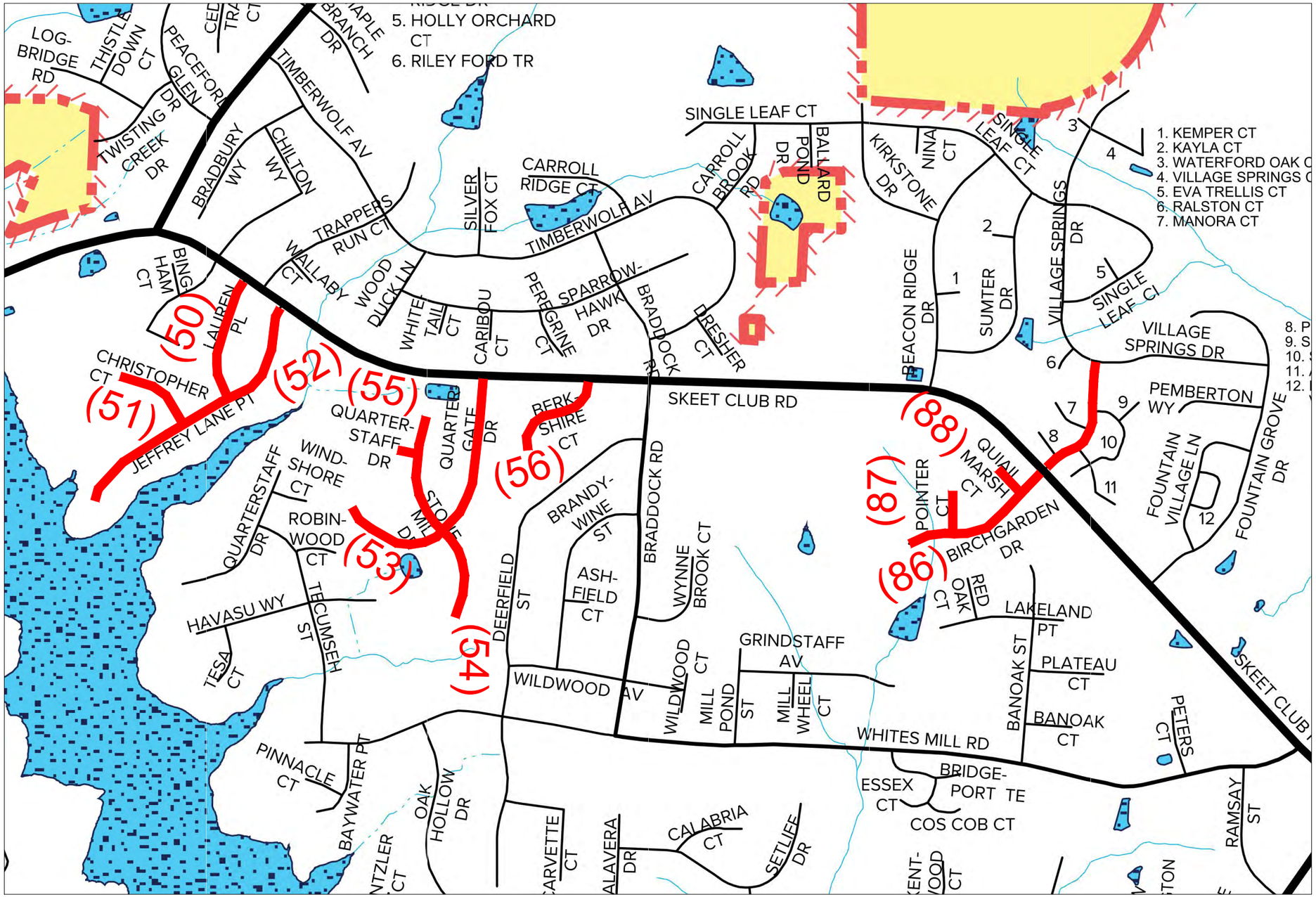
CITY OF HIGH POINT

ROADWAY IMPROVEMENTS

HIGH POINT – GUILFORD COUNTY – N.C.

SHEET NO. 3 OF 19

PLOT DATE AND FILE: 10/28/25 Y:\Public Services PROJECTS\1. RESURFACING\2025-2026 Reclamite\02 City Street Maps\2026 PDF Street Maps.dwg



CITY OF high point

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PUBLIC SERVICES DEPARTMENT
211 S. HAMILTON STREET
P.O. BOX 230
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FAX (336) 883-4118

JOB NO:	N/A				
DATE	OCT. 2025				
DESIGNED	CAH				
DRAWN	CAH				
CHECKED	.				
SCALE	NOT TO SCALE	BY	DESCRIPTION	DATE	REV.

PLAN DRAWINGS FOR

RECLAMITE® PROJECTS 2025-2026

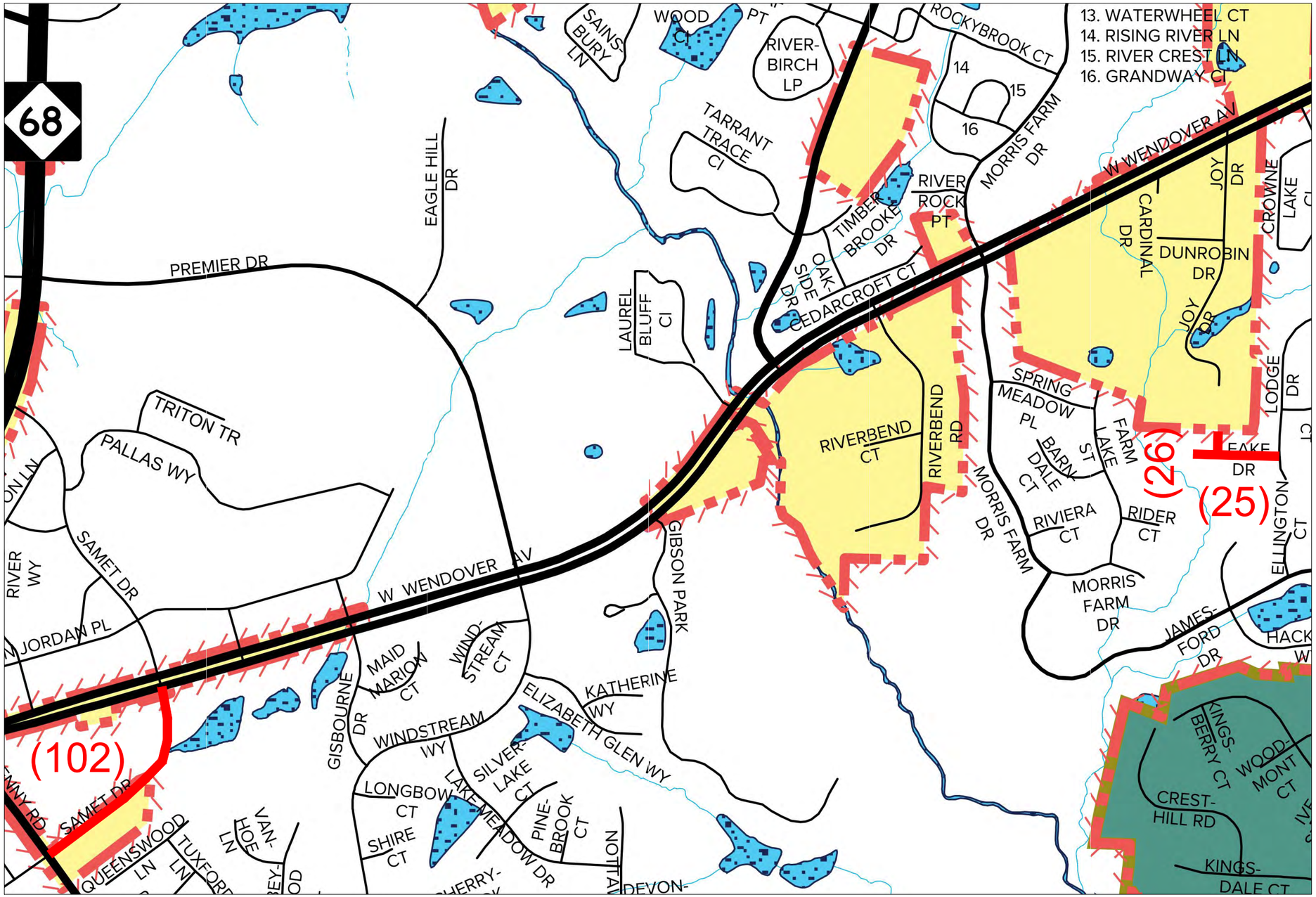
CITY OF HIGH POINT

ROADWAY IMPROVEMENTS

HIGH POINT – GUILFORD COUNTY – N.C.

SHEET NO. 4 OF 19

PLOT DATE AND FILE: 10/28/25 Y:\Public Services PROJECTS\1. RESURFACING\2025-2026 Reclamite\02 City Street Maps\2026 PDF Street Maps.dwg



CITY OF high point.

CITY OF HIGH POINT
PUBLIC SERVICES DEPARTMENT
211 S. HAMILTON STREET
P.O. BOX 230
HIGH POINT, N.C. 27261
TELEPHONE (336) 883-3194
FAX (336) 883-4118

JOB NO:	N/A				
DATE	OCT. 2025				
DESIGNED	CAH				
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PLAN DRAWINGS FOR

RECLAMITE® PROJECTS 2025-2026

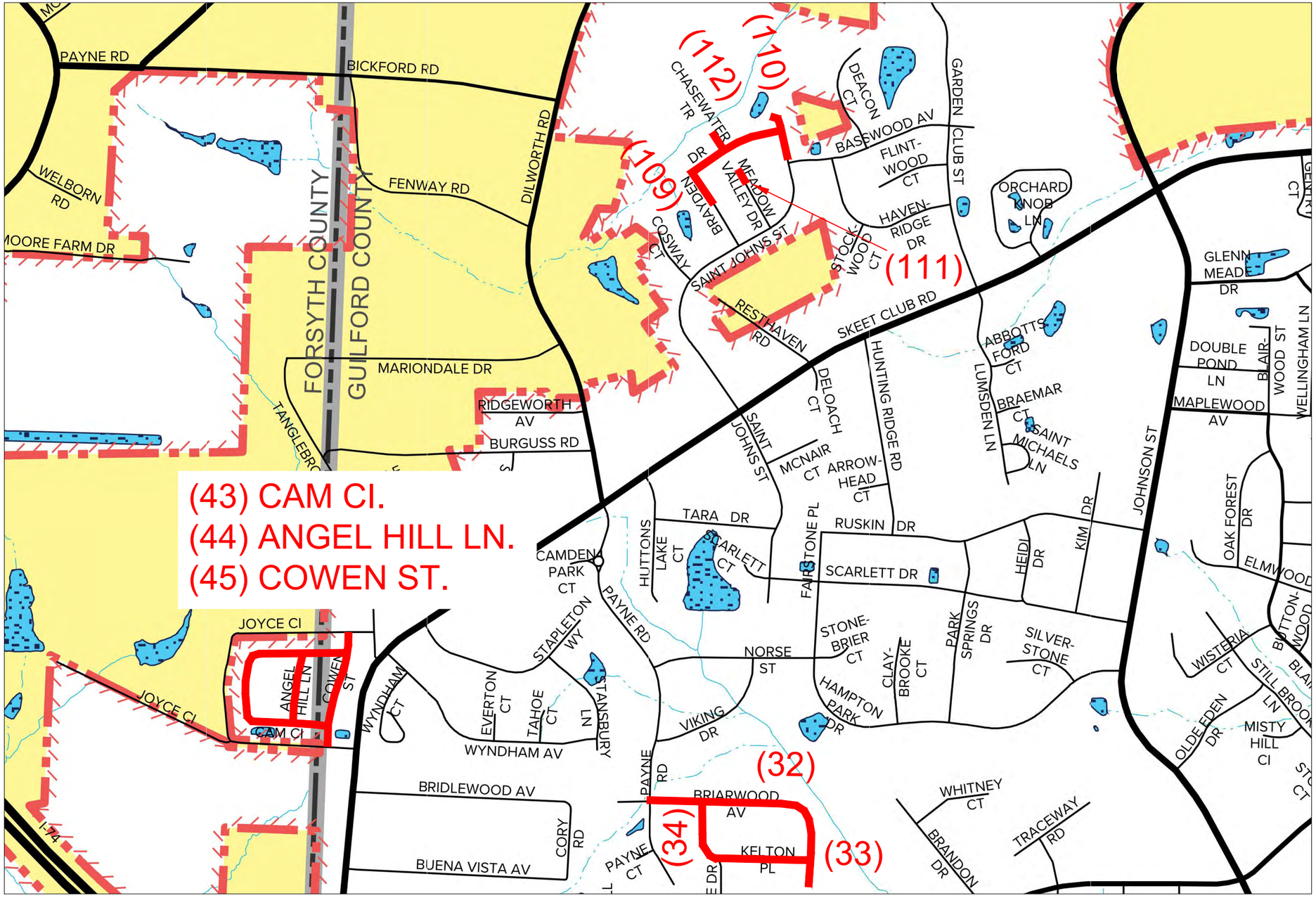
CITY OF HIGH POINT

ROADWAY IMPROVEMENTS

HIGH POINT – GUILFORD COUNTY – N.C.

SHEET NO. 5 OF 19

PLOT DATE AND FILE: 10/28/25 Y:\Public Services PROJECTS\1. RESURFACING\2025-2026 Reclamite\02 City Street Maps\2026 PDF Street Maps.dwg



CITY OF HIGH POINT PUBLIC SERVICES DEPARTMENT 211 S. HAMILTON STREET P.O. BOX 230 HIGH POINT, N.C. 27261 TELEPHONE (336) 883-3194 FAX (336) 883-4118	JOB NO: N/A						PLAN DRAWINGS FOR RECLAMITE® PROJECTS 2025-2026 CITY OF HIGH POINT ROADWAY IMPROVEMENTS HIGH POINT – GUILFORD COUNTY – N.C.	SHEET NO. 6 OF 19
	DATE OCT. 2025							
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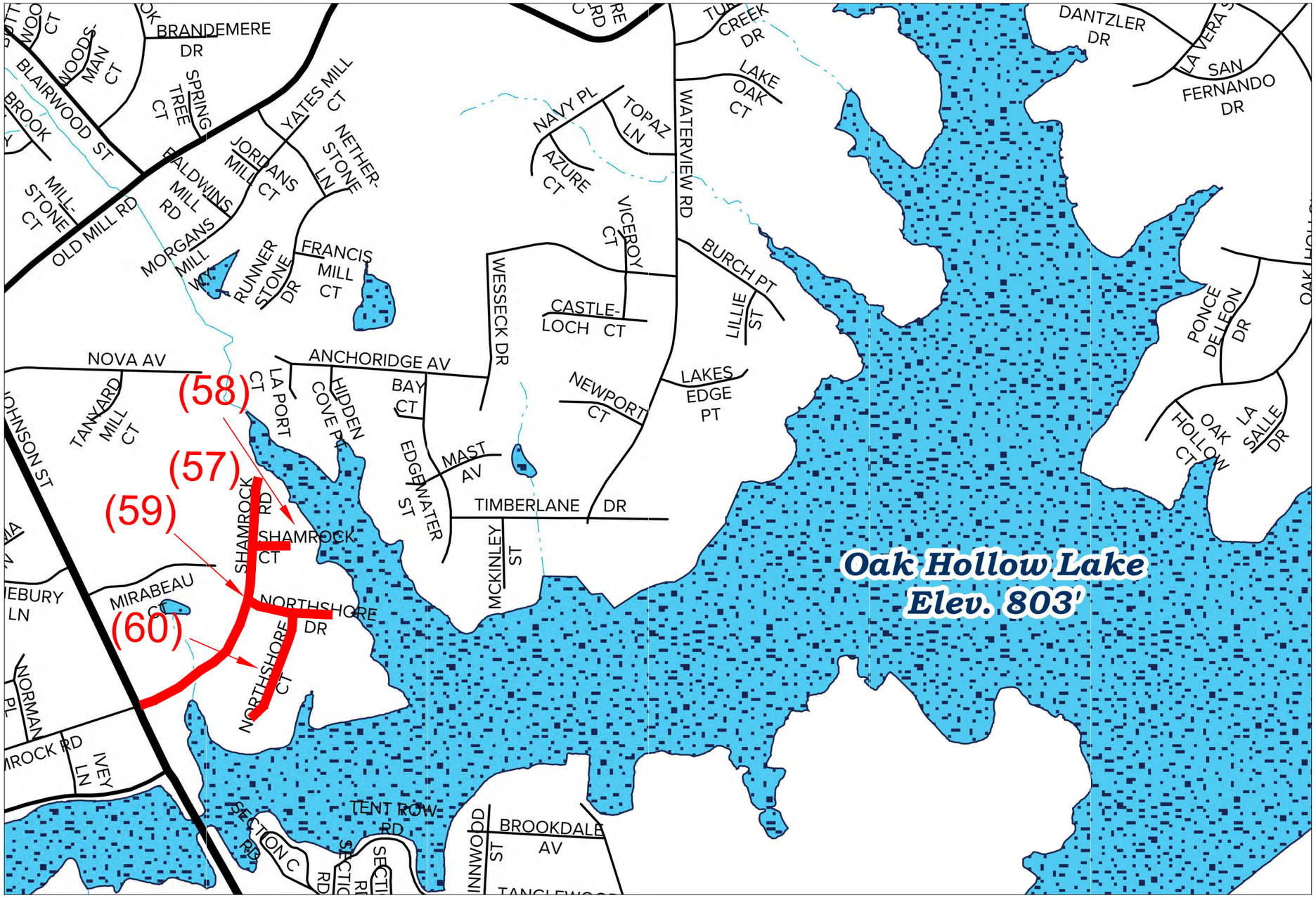

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RECLAMITE® PROJECTS 2025-2026

CITY OF HIGH POINT

ROADWAY IMPROVEMENTS

HIGH POINT – GUILFORD COUNTY – N.C.

SHEET NO. 7 OF 19

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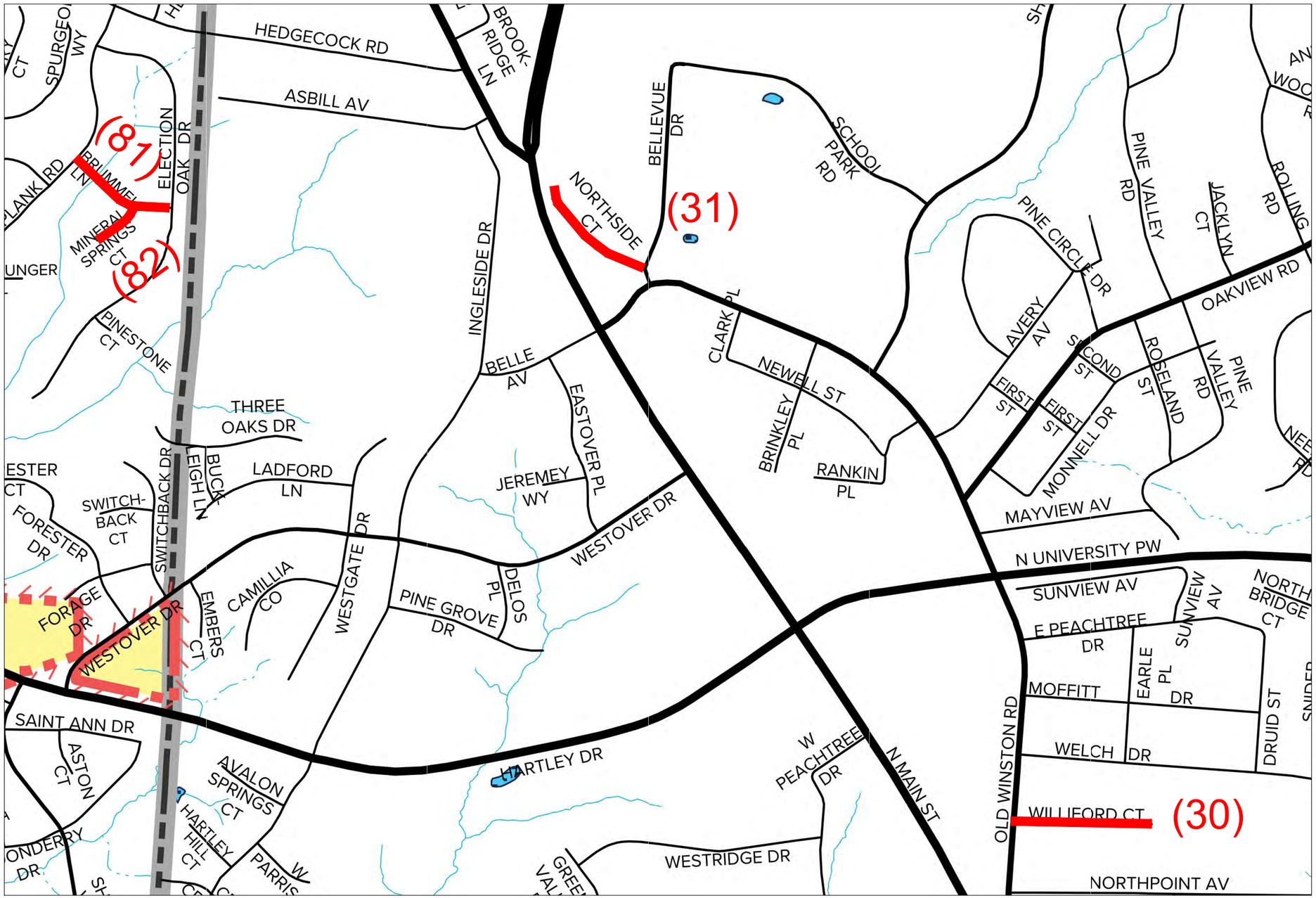
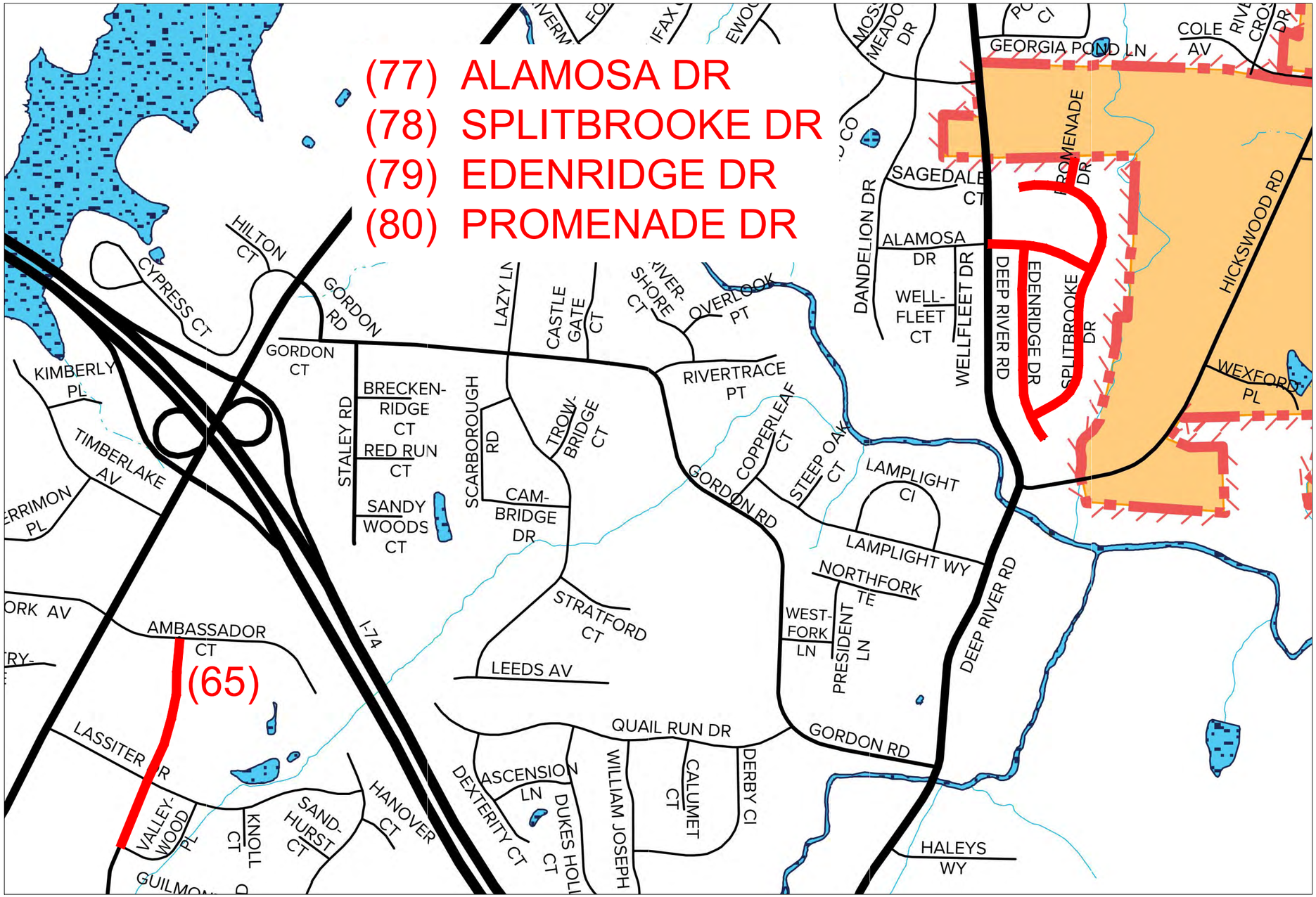


CITY OF high point	CITY OF HIGH POINT PUBLIC SERVICES DEPARTMENT 211 S. HAMILTON STREET P.O. BOX 230 HIGH POINT, N.C. 27261 TELEPHONE (336) 883-3194 FAX (336) 883-4118	JOB NO: N/A DATE OCT. 2025 DESIGNED CAH DRAWN CAH CHECKED . SCALE NOT TO SCALE	BY	DESCRIPTION	DATE	REV.	PLAN DRAWINGS FOR RECLAMITE® PROJECTS 2025-2026 CITY OF HIGH POINT ROADWAY IMPROVEMENTS HIGH POINT – GUILFORD COUNTY – N.C.	SHEET NO. 8 OF 19

PLOT DATE AND FILE: 10/28/25 Y:\Public Services PROJECTS\1. RESURFACING\2025-2026 Reclamite\02 City Street Maps\2026 PDF Street Maps.dwg



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PLAN DRAWINGS FOR

RECLAMITE® PROJECTS 2025-2026

CITY OF HIGH POINT

ROADWAY IMPROVEMENTS

HIGH POINT – GUILFORD COUNTY – N.C.

SHEET NO. 9 OF 19

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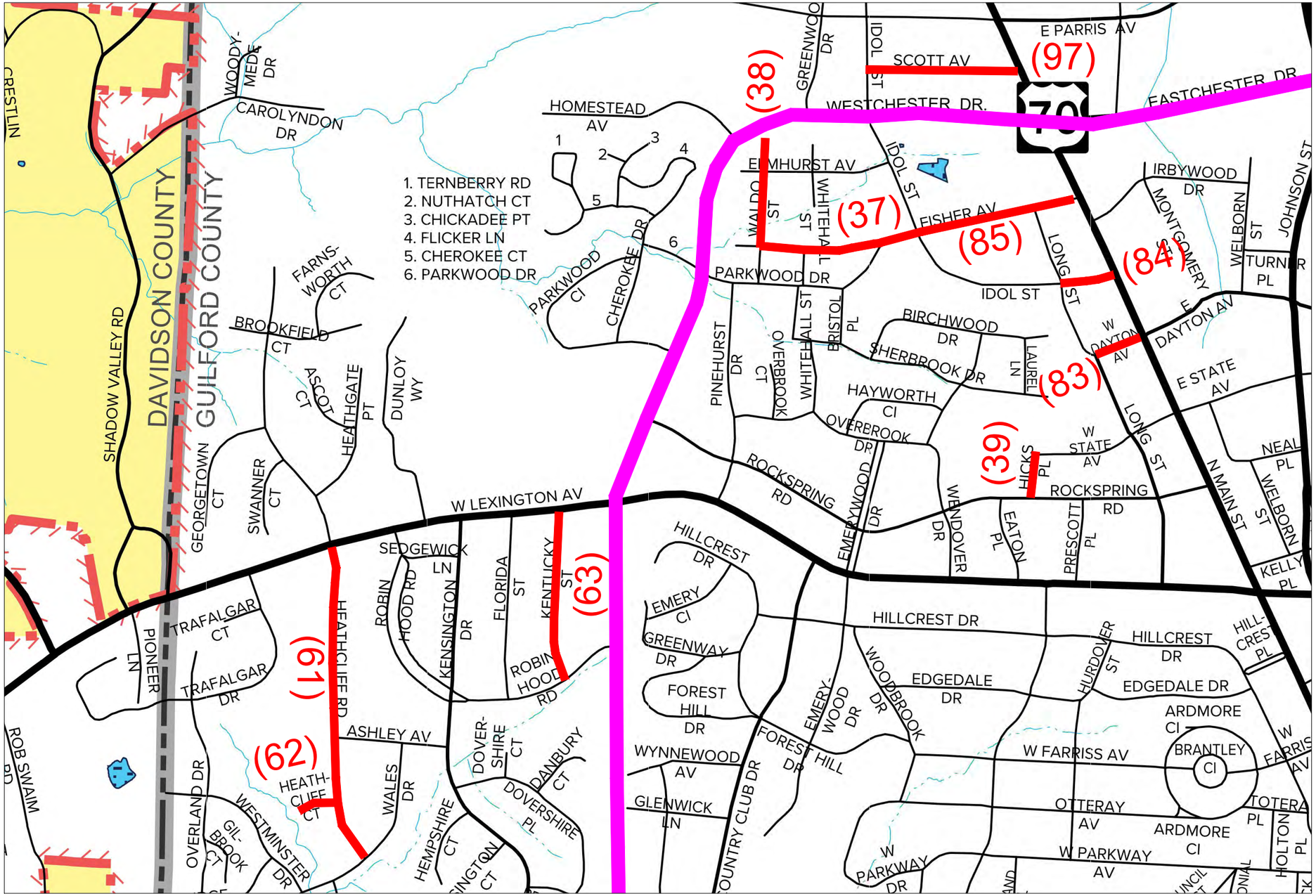

CITY OF HIGH POINT PUBLIC SERVICES DEPARTMENT 211 S. HAMILTON STREET P.O. BOX 230 HIGH POINT, N.C. 27261 TELEPHONE (336) 883-3194 FAX (336) 883-4118	JOB NO: N/A						PLAN DRAWINGS FOR RECLAMITE® PROJECTS 2025-2026 CITY OF HIGH POINT ROADWAY IMPROVEMENTS HIGH POINT – GUILFORD COUNTY – N.C.
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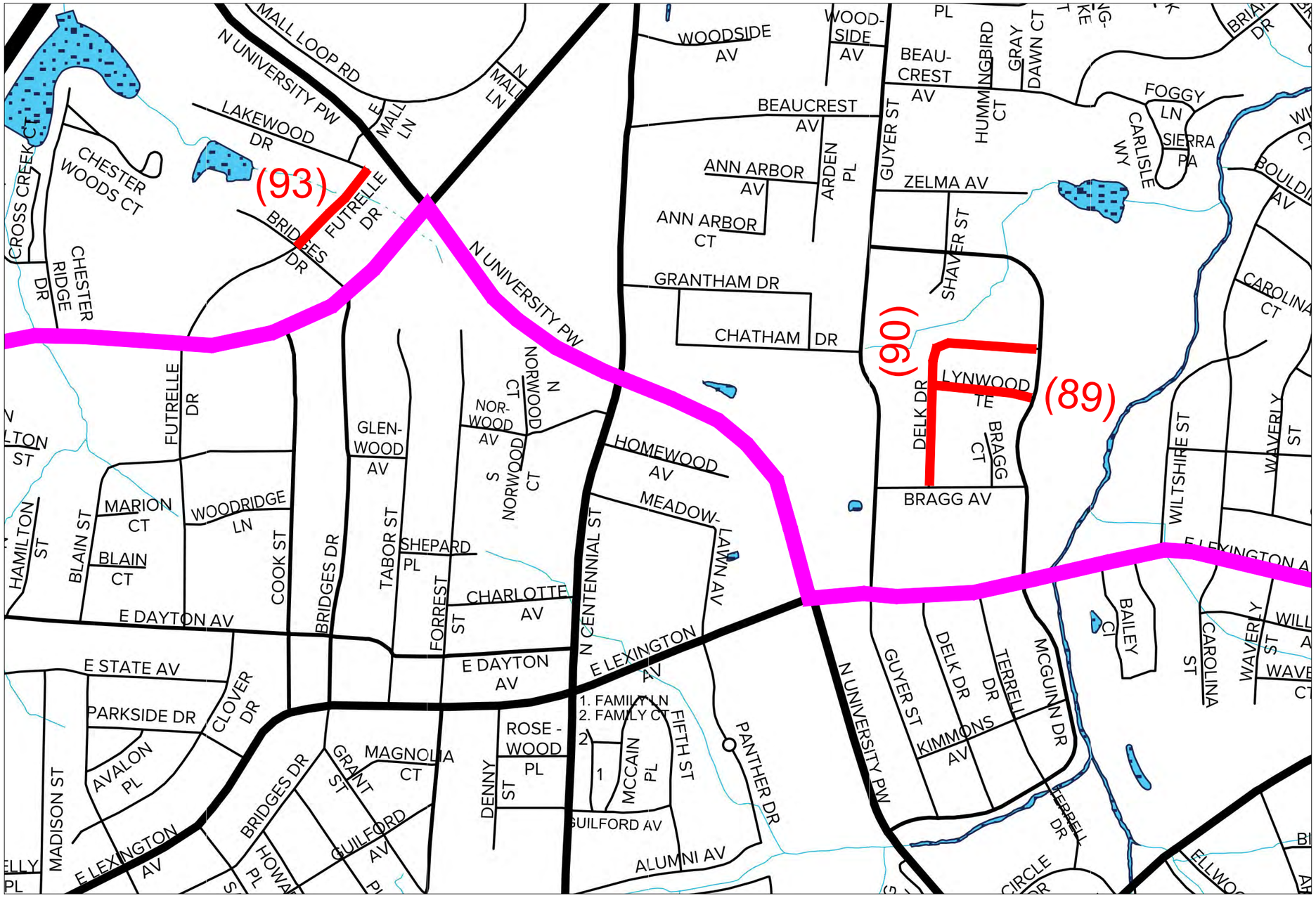

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PLAN DRAWINGS FOR

RECLAMITE® PROJECTS 2025-2026

CITY OF HIGH POINT

ROADWAY IMPROVEMENTS

HIGH POINT – GUILFORD COUNTY – N.C.

SHEET NO. 11 OF 19

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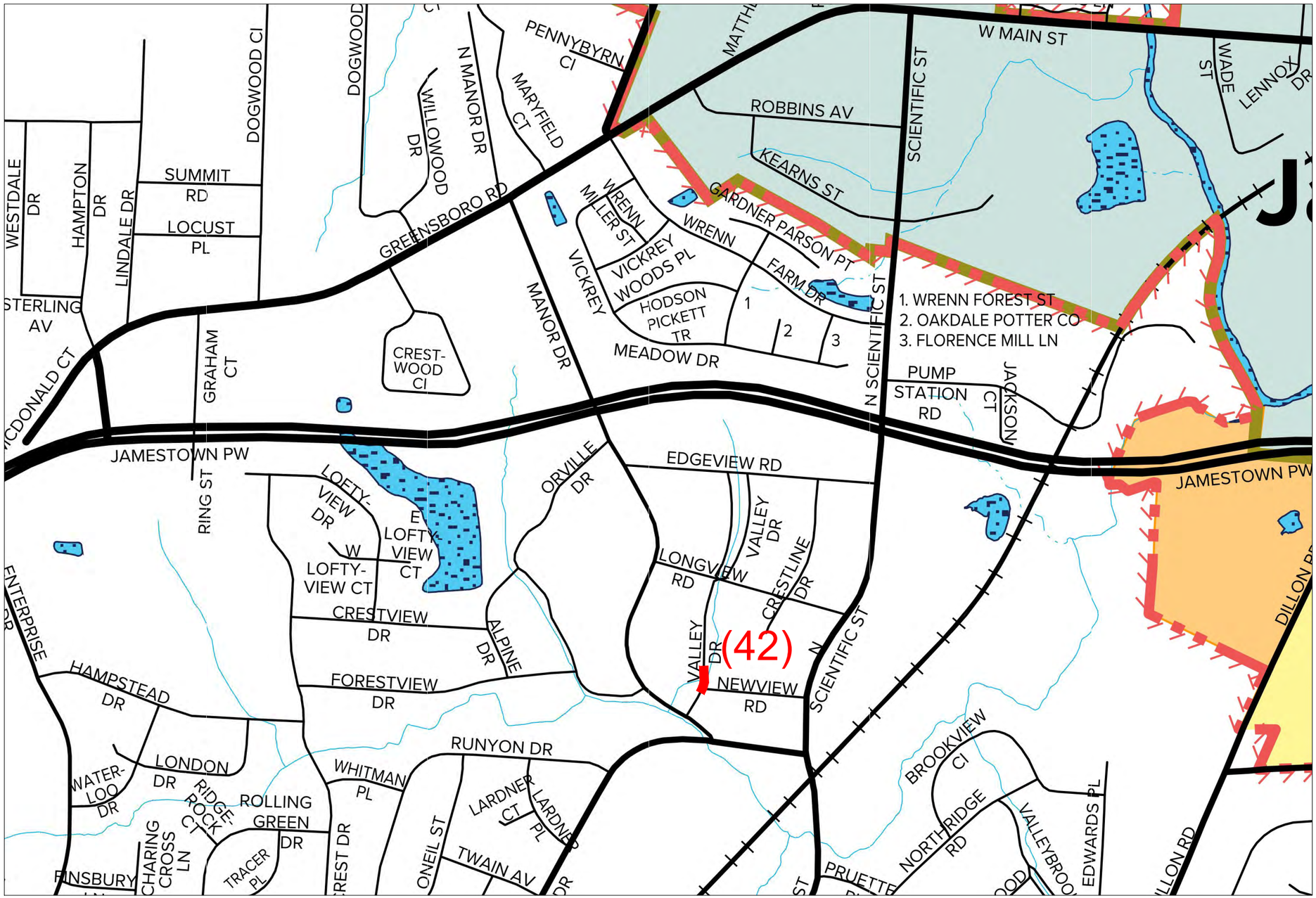

CITY OF high point.	CITY OF HIGH POINT PUBLIC SERVICES DEPARTMENT 211 S. HAMILTON STREET P.O. BOX 230 HIGH POINT, N.C. 27261 TELEPHONE (336) 883-3194 FAX (336) 883-4118	JOB NO: N/A DATE OCT. 2025 DESIGNED CAH DRAWN CAH CHECKED . SCALE NOT TO SCALE	BY	DESCRIPTION	DATE	REV.	PLAN DRAWINGS FOR RECLAMITE® PROJECTS 2025-2026 CITY OF HIGH POINT ROADWAY IMPROVEMENTS HIGH POINT – GUILFORD COUNTY – N.C.

SHEET NO. 12 OF 19

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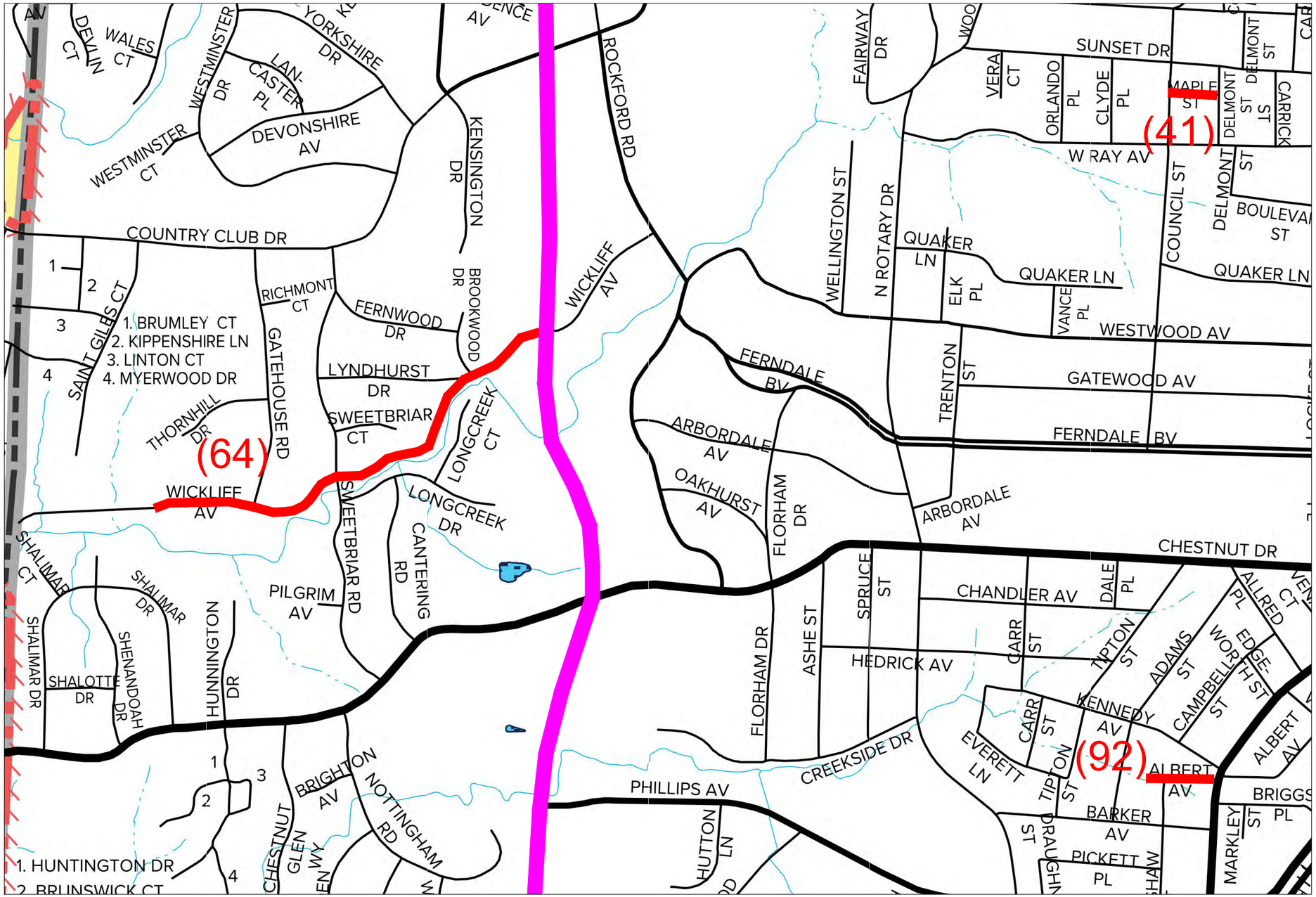

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PLAN DRAWINGS FOR

RECLAMITE® PROJECTS 2025-2026

CITY OF HIGH POINT

ROADWAY IMPROVEMENTS

HIGH POINT – GUILFORD COUNTY – N.C.

SHEET NO. 13 OF 19

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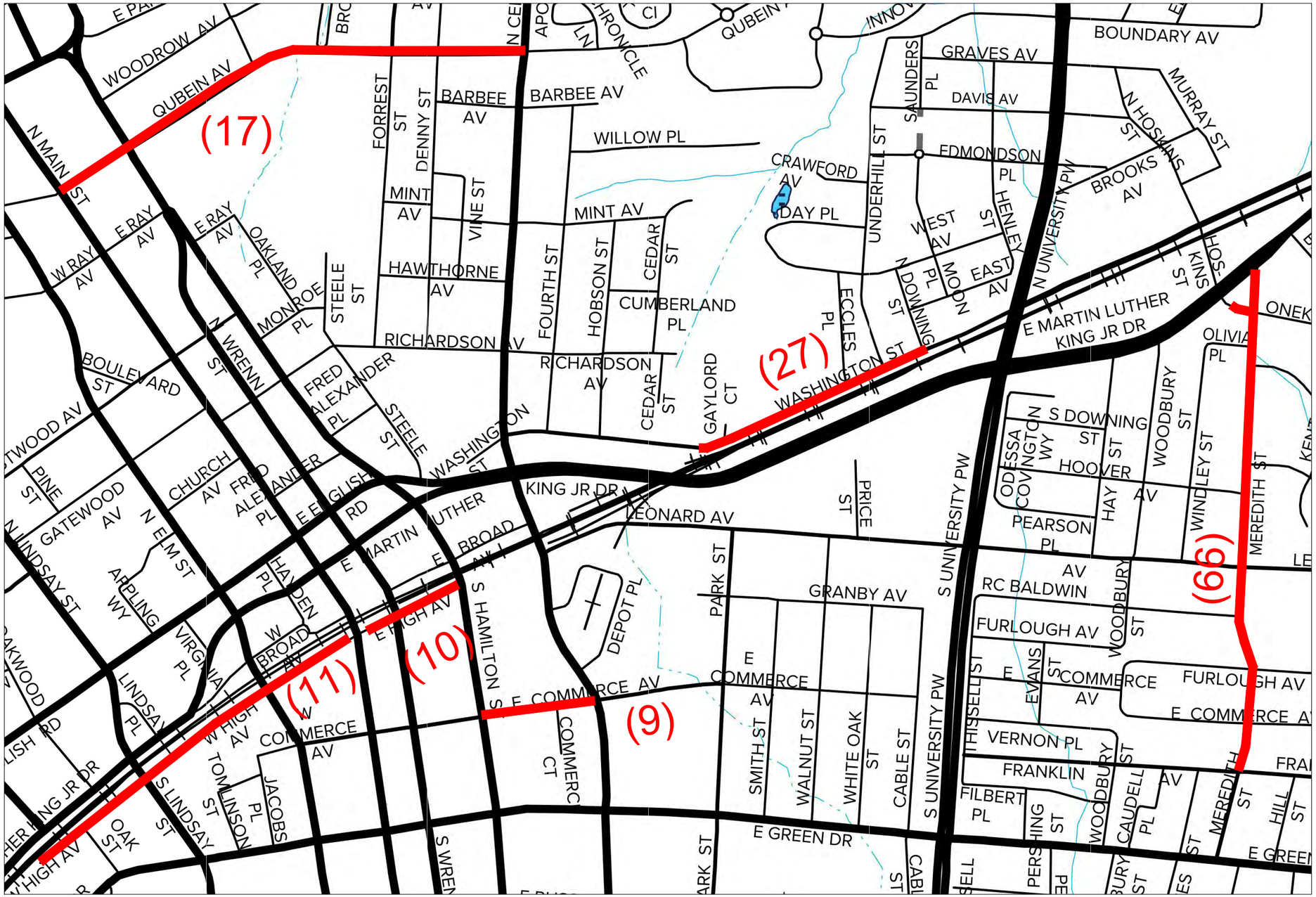

CITY OF HIGH POINT PUBLIC SERVICES DEPARTMENT 211 S. HAMILTON STREET P.O. BOX 230 HIGH POINT, N.C. 27261 TELEPHONE (336) 883-3194 FAX (336) 883-4118	JOB NO: N/A DATE OCT. 2025 DESIGNED CAH DRAWN CAH CHECKED . SCALE NOT TO SCALE	BY	DESCRIPTION	DATE	REV.	PLAN DRAWINGS FOR RECLAMITE® PROJECTS 2025-2026 CITY OF HIGH POINT ROADWAY IMPROVEMENTS HIGH POINT – GUILFORD COUNTY – N.C.

SHEET NO. 14 OF 19

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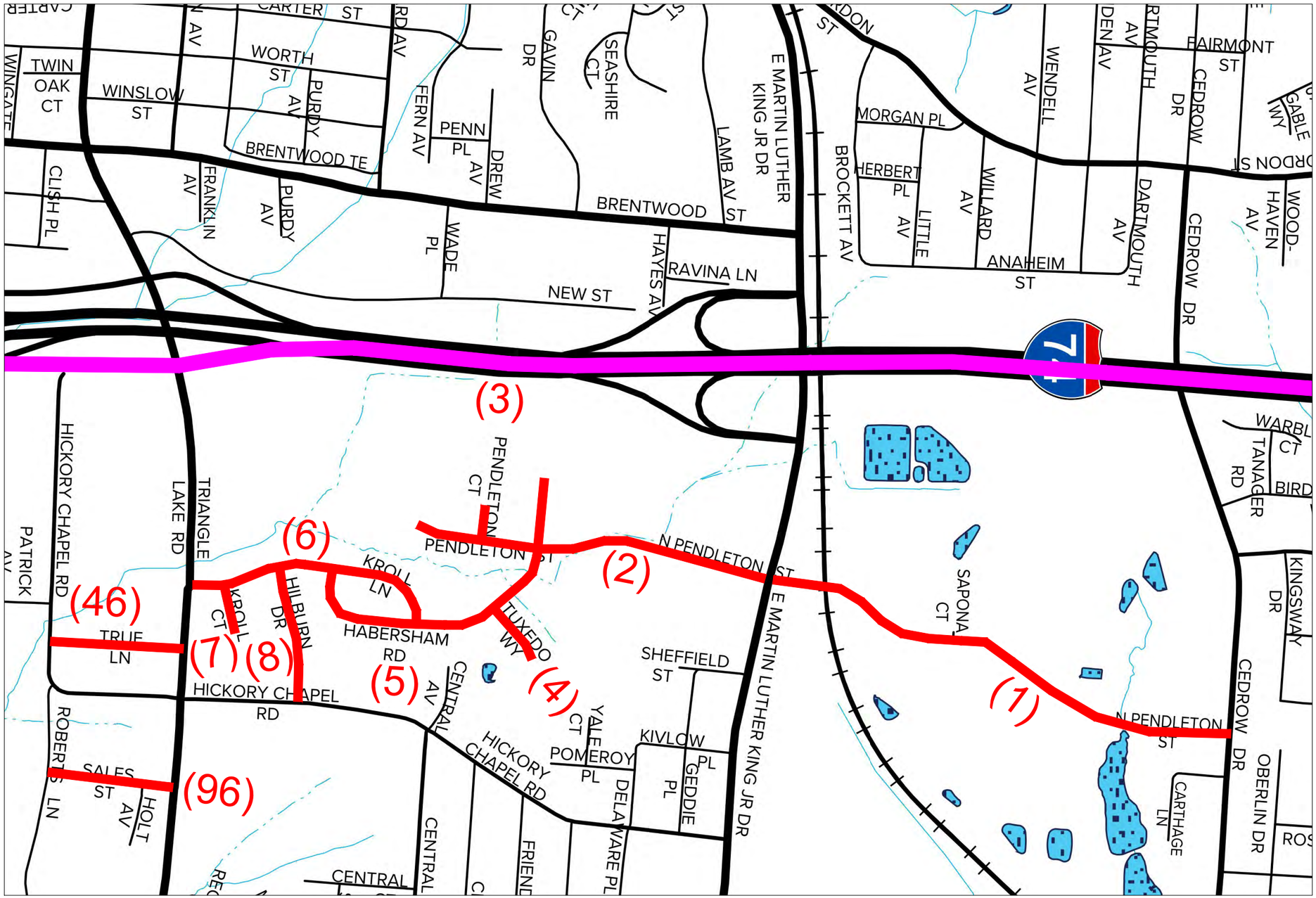

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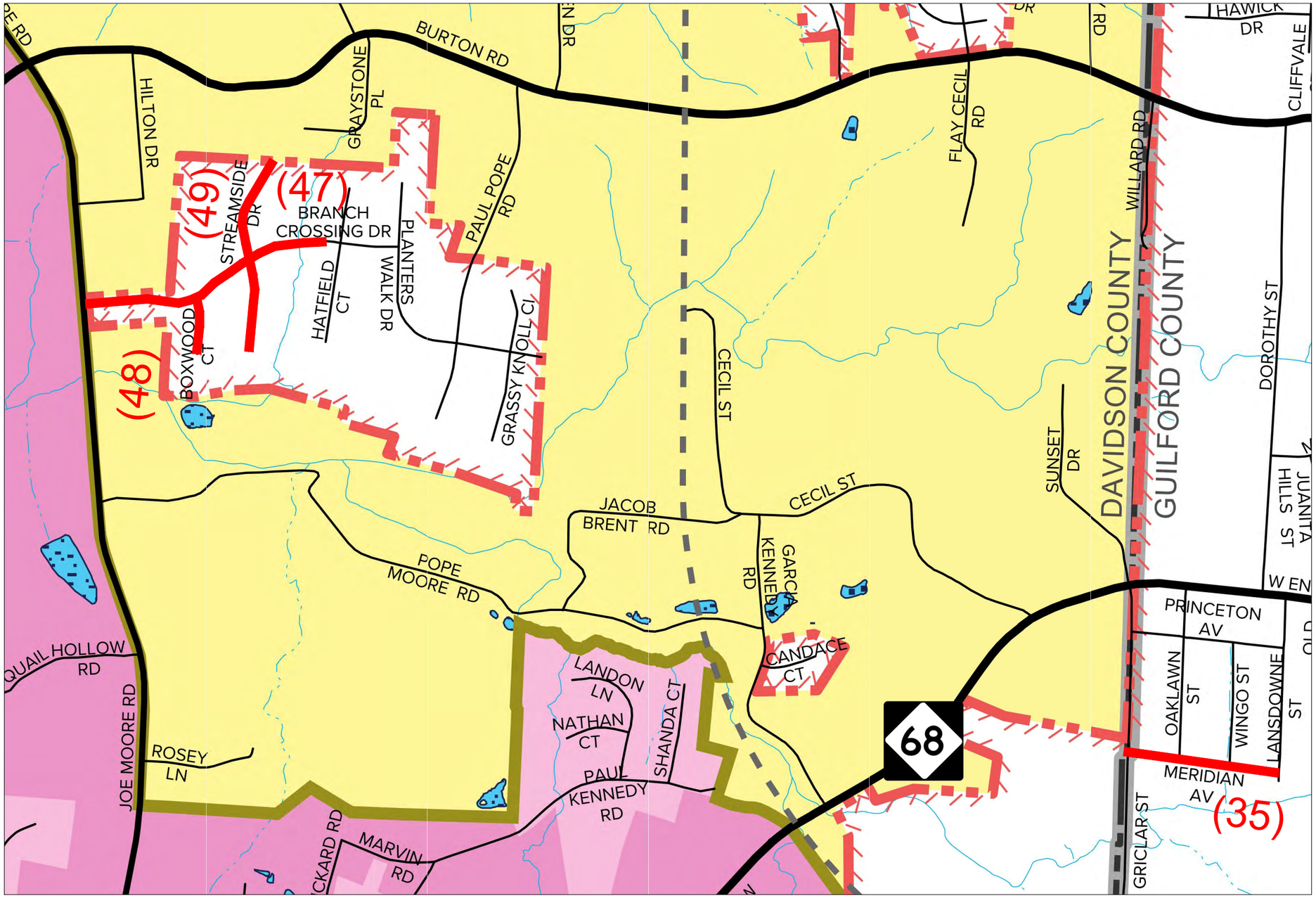

CITY OF high point.

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211 S. HAMILTON STREET
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PLAN DRAWINGS FOR

RECLAMITE® PROJECTS 2025-2026

CITY OF HIGH POINT

ROADWAY IMPROVEMENTS

HIGH POINT – GUILFORD COUNTY – N.C.

SHEET NO. 16 OF 19

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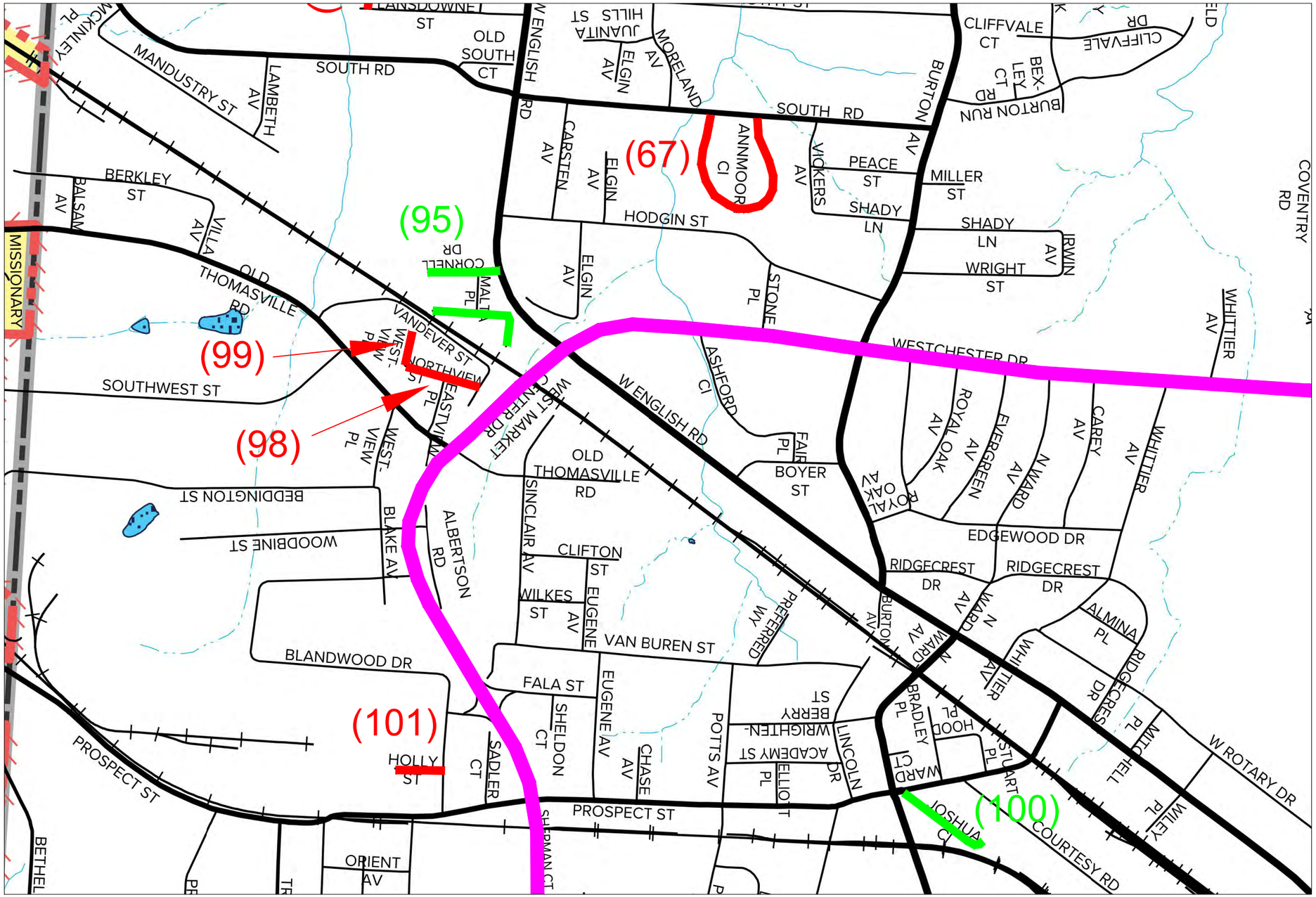

NOTES:
1. Verify that Map 100 Joshua Cl. and Map 95 Cornell Dr. have been recently paved before spraying. Do not spray these if they haven't been recently paved.

CITY OF high point.

CITY OF HIGH POINT
PUBLIC SERVICES DEPARTMENT
211 S. HAMILTON STREET
P.O. BOX 230
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TELEPHONE (336) 883-3194
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PLAN DRAWINGS FOR
RECLAMITE® PROJECTS 2025-2026
CITY OF HIGH POINT
ROADWAY IMPROVEMENTS
HIGH POINT – GUILFORD COUNTY – N.C.

SHEET NO. 17 OF 19

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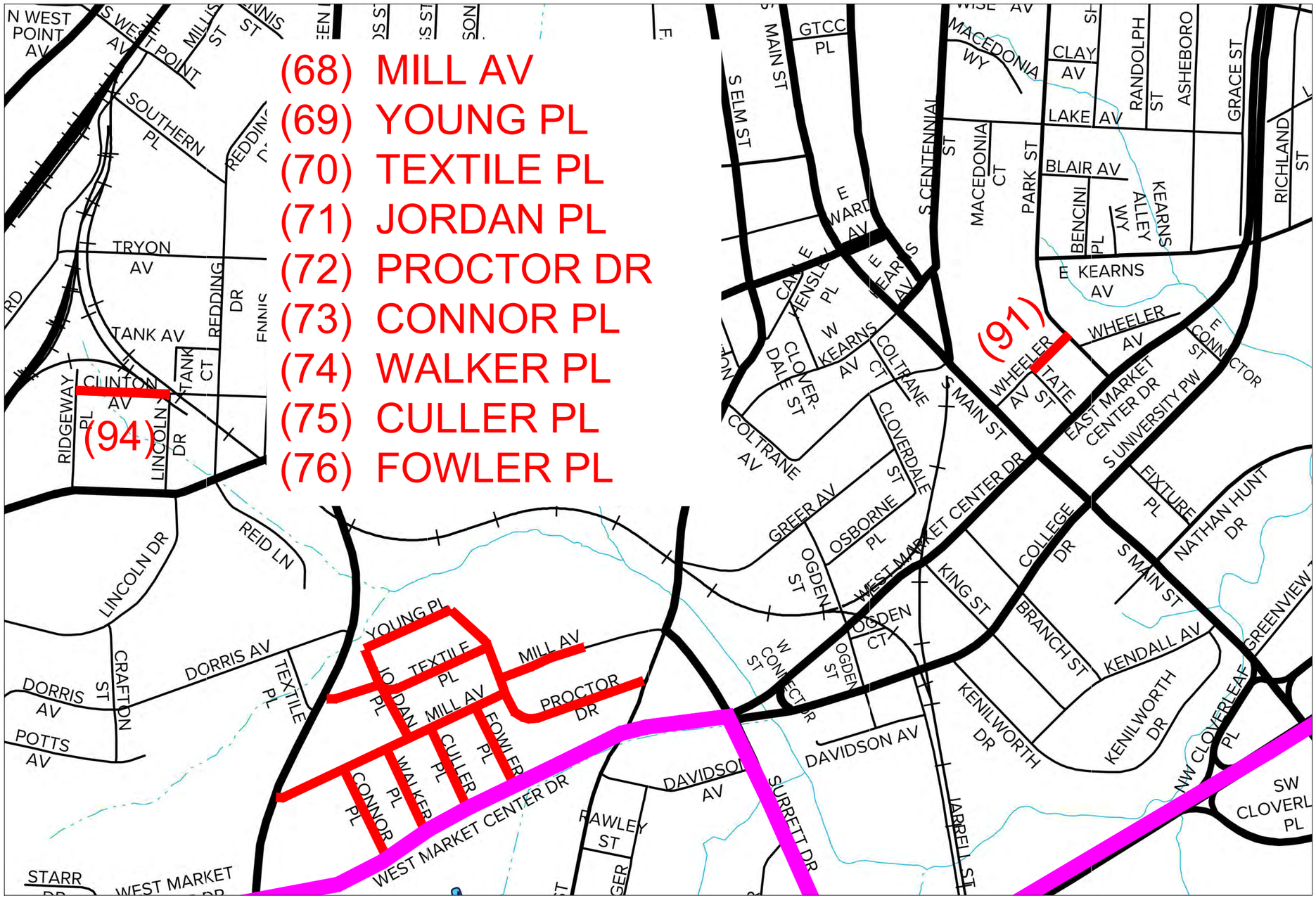

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RECLAMITE® PROJECTS 2025-2026

CITY OF HIGH POINT

ROADWAY IMPROVEMENTS

HIGH POINT – GUILFORD COUNTY – N.C.

SHEET NO. 18 OF 19

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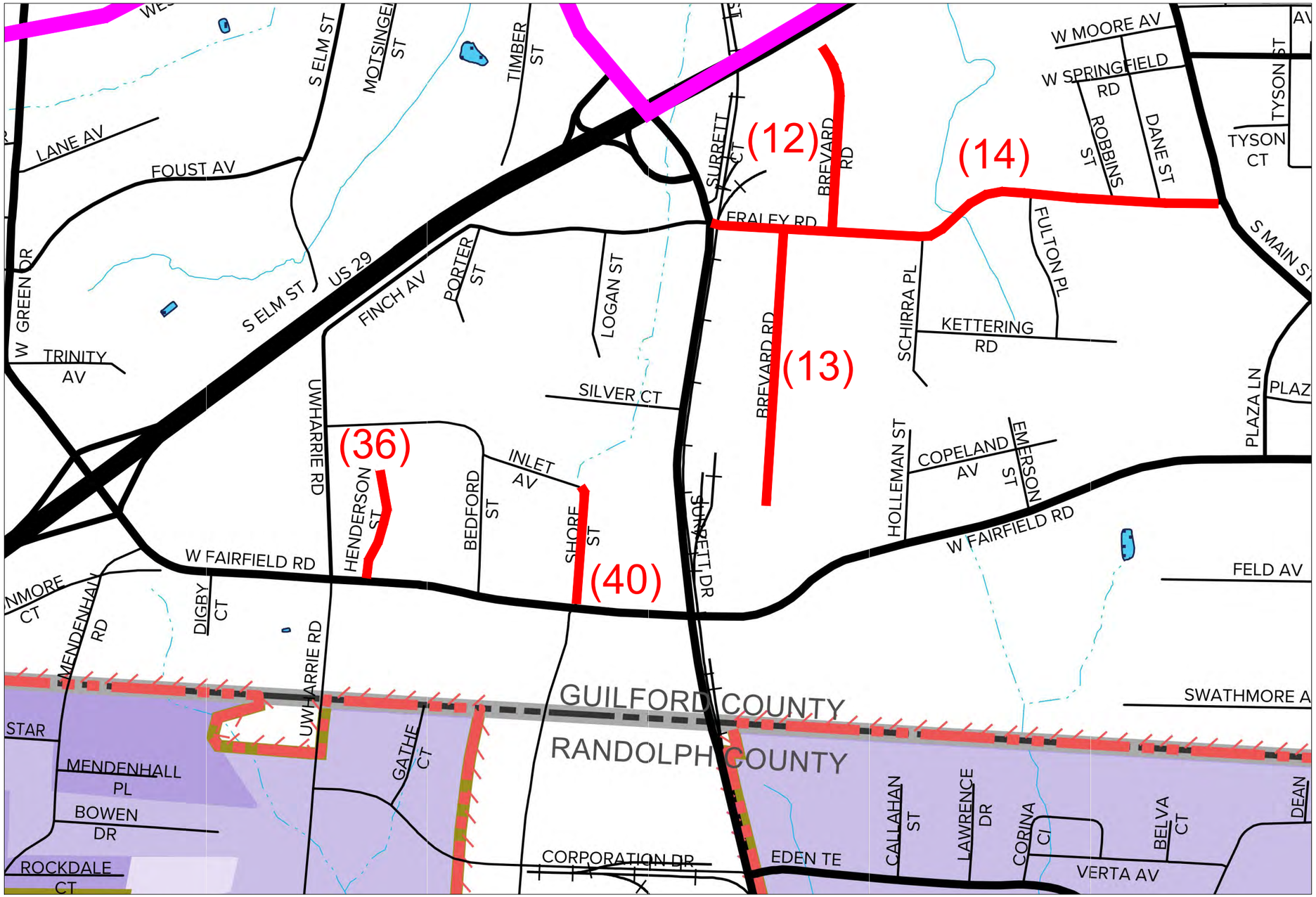

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CITY OF HIGH POINT

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HIGH POINT – GUILFORD COUNTY – N.C.

SHEET NO. 19 OF 19

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FINANCIAL SERVICES
Purchasing Division

CITY OF high point.

SOLE SOURCE JUSTIFICATION FORM

(For Items Costing **$10,000.00 or More**)
Statutory Reference N.C.G.S. 143-129(e)6

Requisition #

Vendor: Pavement Technology, Inc.

Item(s): Reclamite® Asphalt Rejuvenator

Justification:

City of High Point Reclamite® Projects FY 2025-2026
Pavement Technology, Inc. is the sole source applicator and supplier of Reclamite® Asphalt Rejuvenator in the State of North Carolina.
Reclamite® is a maltene-based cationic petroleum emulsion formulated to maximize and maintain high road ratings and extend the service life of asphalt pavement.

Estimated expenditure for the above item(s): $494,376.05

Accounting Unit and Account(s): CC5107 - SC472

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

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

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

Department Head/Authorized Personnel: Robby Stone — Digitally signed by Robby Stone Date: 2025.11.18 06:24:04 -05'00'

Department/Division: Public Services Dept. Date: 11-18-2025

APPROVAL PROCESS

Purchasing Manager

Financial Services Director

City Council ($30,000 – Up)

CITY OF HIGH POINT
AGENDA ITEM

TITLE: **Consideration of a Task Order with Smith + Gardner Engineers**

FROM:
Robby Stone
Public Services Director

MEETING DATE:
December 15, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Proposal

PURPOSE: To approve a task order with Smith + Gardner Engineers for professional engineering services with a not to exceed scope of services for bidding and construction administration for the Kersey Valley landfill Phase 7 expansion.

BACKGROUND: Smith + Gardner Engineers has designed multiple landfill expansions at Kersey Valley landfill and assists with regulated reporting requirements and inspections. Phase 6 was completed in 2024 along with the Kersey Valley Road relocation. Three utilities within the Phase 7 area will be relocated within 90 days, and upon utility relocation, the city can move forward with the bidding and construction of Phase 7. The scope includes Preliminary Services to finalize all plans and specifications for bidding, construction documents, bid procurement preparation, and construction administration services to include on site inspections, testing and certification of as-builts.

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

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a task order with Smith + Gardner Engineers in the amount of $310,200 for professional engineering services and authorize the appropriate City Official(s) to execute all necessary documents.

Docusign Envelope ID: 19EEE62C-ACC3-4266-AB6F-0FD36579E057

SMITH+GARDNER
ENGINEERS

ADDRESS 14 N. Boylan Avenue, Raleigh NC 27603
TEL 919.828.0577
WEB www.smithgardnerinc.com

December 1, 2025

Ms. Melinda King, P.E.
Assistant Director
City of High Point - Department of Public Services
211 South Hamilton Street
High Point, NC 27260

RE: City of High Point - Solid Waste Management
Engineering Services Proposal
Kersey Valley MSWLF - Phase 7 Bid Procurement and Construction Services

Dear Melinda:

Smith Gardner, Inc. (S+G) is pleased to provide this proposal for engineering services to be performed by S+G pertaining to the construction of the Phase 7 municipal solid waste management (MSW) landfill unit.

The following presents our proposed scope of services, schedule, and budget.

SCOPE OF SERVICES

Our proposed Scope of Services is provided as **Attachment A**. This scope outlines S+G's approach in providing the required services. The Scope of Services is divided into phases and tasks including:

- 1.0 Preliminary Services
  - 1.1 Test Pit Evaluation
  - 1.2 Updated Landfill Development Plans
  - 1.3 Detailed Phasing Plans
- 2.0 Construction Documents and Bid Procurement
  - 2.1 Construction Documents
  - 2.2 Bid Procurement
- 3.0 Construction Services
  - 3.1 Construction Administration & Engineering
  - 3.2 Construction Quality Assurance (CQA) (Field Services & Conformance Testing)
  - 3.3 Construction Certification and CQA Report

Each task includes a description of the task objective, S+G activities, task deliverables, key understandings, planned meetings, and information and services provided by others.

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SCHEDULE

S+G is prepared to begin work immediately upon the City's authorization. S+G estimates that the project can be ready for bid within approximately 6-8 weeks of the City's notice to proceed. S+G will coordinate with the City and AT&T representatives such that the planned move of AT&T's existing fiber optic cable will be complete before the initiation of construction of Phase 7. The anticipated schedule and budget for construction assumes a 180 day (6-month) construction schedule.

BUDGET

S+G proposes to undertake the above scope on a time and materials basis for a total not to exceed budget of $310,200 as itemized below. The referenced **Table 1** provides a detailed cost estimate for each major task. Please also refer to S+G's standard fee schedule provided as **Attachment B**.

1.0 Preliminary Services (see **Table 1**)	$29,000
2.0 Construction Documents and Bid Procurement (see **Table 1**)	$44,000
3.0 Construction Services (see **Table 1**)	$209,000
Subtotal	$282,000
Contingency (10%):	*$28,200*
Total:	**$310,200**

S+G will keep the City informed of our budget status and will not exceed the proposed budget without prior approval. Note that it is assumed that unused budget from earlier tasks will be available for ensuing tasks.

Smith Gardner, Inc. is pleased to be of continued service to the City of High Point. If you should have any questions, or require additional information, please contact us at your earliest convenience.

Sincerely,
SMITH GARDNER, INC.

Signed by:
Stacey A. Smith
3369FBA008BB445...

Stacey A. Smith, P.E.
President, Senior Engineer
stacey@smithgardnerinc.com

DocuSigned by:
Pieter Scheer
5B6B31996A674D7...

Pieter K. Scheer, P.E.
Vice President, Senior Engineer
pieter@smithgardnerinc.com

Attachments: Table 1
Attachment A - Scope of Services
Attachment B - S+G Fee Schedule

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SMITH+GARDNER

Date: 12/1/2025
By: PKS

City of High Point - Kersey Valley MSW Landfill
Phase 7 Construction
Table 1: Services Estimate - Summary

Task	Description	Cost	Totals
1.0	**Preliminary Services**		**$29,000**
	S+G:	$29,000	
2.0	**Construction Documents & Bid Procurement**		**$44,000**
	S+G:	$44,000	
3.0	**Construction Services**		**$209,000**
3.1	Construction Administration & Engineering		
	S+G:	$60,000	
3.2	CQA (Field Services & Conformance Testing)		
	Subcontractors*:		
	Geotechnics, Inc. (CQA Field Services):	$109,300	
	Geotechnics, Inc. (CQA Conformance Testing):	$29,700	
3.3	Construction Certification & CQA Report		
	S+G:	$10,000	
		Subtotal:	$282,000
		Contingency (10%):	$28,200
		Total Estimated Services:	**$310,200**

*Subcontractor and Conformance Testing Costs include 10% Markup.

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The following Scope of Services outlines S+G's approach in providing the proposed engineering, construction administration, Construction Quality Assurance (CQA), and related services. This Scope of Services is divided into Phases and Tasks as follows.

1.0 Preliminary Services
- 1.1 Test Pit Evaluation
- 1.2 Updated Landfill Development Plans
- 1.3 Detailed Phasing Plans

2.0 Construction Documents and Bid Procurement
- 2.1 Construction Documents
- 2.2 Bid Procurement

3.0 Construction Services
- 3.1 Construction Administration & Engineering
- 3.2 Construction Quality Assurance (CQA) (Field Services & Conformance Testing)
- 3.3 Construction Certification and CQA Report

1.0 Preliminary Services

Preliminary services include performance of a test pit evaluation to assess availability of soils suitable for construction of the soil liner component of the landfill liner system; preparation of updated landfill development plans (for local permitting); and preparation of detailed phasing plans to plan for the movement and stockpiling of excess soil excavation and initial filling of the Phase 7 and Phase 8 landfill units.

1.1 Test Pit Evaluation

Objective: To identify on-site soils which appear suitable for use as the soil liner component of the landfill liner system.

S+G Activities: S+G will perform a one-day test pit evaluation of the Phase 7 and 8 area to review available soils for use as soil liner. S+G will survey the locations of test pits performed.

Task Deliverables: Test pit logs to be incorporated into Supplementary Subsurface Information provided to Bidders.

Key Understandings: S+G will coordinate the test pit evaluation with City staff. S+G will perform a visual evaluation of soils encountered in each test pit.

Planned Meetings: One day site visit for observation of test pits.

Information and Services Provided By Others: Excavation of test pits by City staff.

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1.2 Updated Landfill Development Plans

Objective: To prepare updated landfill development plans and obtain local approval.

S+G Activities: Prepare updated landfill development plans and submit for review by the City's Technical Review Committee (TRC).

Task Deliverables: Updated landfill development plans.

Key Understandings: S+G will update the prior approved version of the landfill development plans (November 2023) to include the development of the Phase 7 and Phase 8 landfill units.

Planned Meetings: As necessary for plan development and to address any City comments.

Information and Services Provided By Others: Review of plans by City staff.

1.3 Detailed Phasing Plans

Objective: To prepare phasing plans for development of landfill Phases 7 and 8 (remaining lateral expansion areas) to plan for the movement and stockpiling of excess soil excavation, the initial filling of Phase 7 including a long-term access road at the north end of Phase 7, and the timing of construction for Phase 8.

S+G Activities: In concert with **Task 1.2**, S+G will prepare detailed phasing plans showing soil excavation and stockpiling areas and a long-term access road at the north end of Phase 7.

Task Deliverables: Phasing plans for planning of Phase 7 and Phase 8 construction activities and for the City's use in filling Phases 7 and 8.

Key Understandings: The movement and stockpiling of excess excavation to be generated by the construction of the Phase 7 and Phase 8 landfill units will affect landfill operations and the timing of Phase 8 construction given the limited areas for on-site stockpiling of soils outside of the current and future landfill footprint.

A long-term access road at the north end of Phase 7 will be a key component to address the City's need to provide easier access (reduced slope, better roadway, etc.) to active landfill areas in order to reduce maintenance needs for City hauling vehicles.

Planned Meetings: As necessary for plan development and to address any City comments.

Information and Services Provided By Others: Review of plans by City staff.

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2.0 Construction Documents and Bid Procurement

The task elements under this phase will provide for: the necessary documents for the construction of the landfill unit and associated infrastructure/features; will provide for obtaining bids for construction; and will provide for assisting the City in contract negotiations.

2.1 Construction Documents

Objective: To prepare final construction drawings and specifications (Construction Documents) to assist the City in advertising for and obtaining bids for construction.

S+G Activities: In this task, S+G will produce the Construction Documents for use in receiving bids from contractors. The Construction Documents will include:

- Drawings and Specifications to Address:
  - Site Clearing, Drainage and Erosion Control Measures
  - Fill Area Subgrade Preparation
  - Liner System Materials and Installation
  - Leachate Collection System Materials and Installation
  - Access Road Construction
  - Other Components, as Necessary
- Other Construction Documents Necessary to Bid and Enter into a Formal Construction Contract including:
  - Advertisement*
  - Bid Form(s)
  - Contract*
  - General Conditions*
  - General Specifications, etc.

*S+G will provide input and information to the City's Purchasing Department for these documents.

S+G will prepare and submit to the City an opinion of probable construction cost based on the information contained in the Construction Documents.

Task Deliverables: Copies of Construction Documents will be submitted to the City for review and approval at the 90% completion stage and at time of bid. Construction Cost Estimate.

Key Understandings: The permit application documents will be modified to make construction-level documents. Construction documents will meet the City's requirements.

S+G will incorporate revisions to the Construction Documents requested by City staff as appropriate.

Planned Meetings: One (1) meeting, one-half day duration, with City staff at the 90% completion stage.

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Information and Services Provided By Others: Review of documents by City staff.

2.2 Bid Procurement

Objective: To select a contractor to complete the proposed construction.

S+G Activities: Assist the City as needed to advertise and issue for bid the Contract Documents and addenda (drawings, specifications, etc.).

Assist the City with coordinating and presiding over a pre-bid meeting to respond to technical questions.

Assist the City in evaluating bids or proposals and in assembling and awarding the contract.

Task Deliverables: S+G will provide the City with information and input as needed for preparation of addenda.

Technical memorandum evaluating each contractor or subcontractor regarding the acceptability of their bid or proposal. Prepared bid tabulation.

Key Understandings: S+G assumes that bid-issue documents will be available to bidders through the City's Purchasing Department. City staff will be responsible for final contractor and subcontractor selection.

Planned Meetings: Three (3) meetings, one-half day duration each, with City staff including attendance of pre-bid conference, bid opening, and contract award (if necessary).

Information and Services Provided By Others: Availability of City personnel.

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3.0 Construction Services

Included in this phase are the required construction administration, engineering, construction monitoring, and certification/documentation tasks for this project.

3.1 Construction Administration & Engineering

Objective: To perform construction administration and associated engineering activities and report to the City regarding progress made in fulfilling the terms of the construction contracts and to perform minor engineering evaluations.

S+G Activities: Attend and preside at a pre-construction conference.

Review Contractor submittals (product information, shop drawings, samples, etc.) and proposed substitutes from the contractor to verify compliance with the Contract Documents.

Prepare field and change orders as required.

Schedule and conduct construction progress meetings with the City and the contractor (typically monthly during active construction).

Review and certify contractor pay applications (typically monthly).

Prepare progress reports (typically monthly and included as part of progress meeting minutes).

Task Deliverables: Field orders, change orders, processed submittals, and processed pay applications as necessary. Progress reports.

Key Understandings: Work done under this task will be coordinated closely with **Task 3.2** below.

Planned Meetings: Progress meetings with S+G, the City, and contractor(s).

Information and Services Provided By Others: Availability of City personnel.

3.2 Construction Quality Assurance (CQA) (Field Services & Conformance Testing)

Objective: To perform the necessary monitoring and testing of the construction to meet the requirements of the project CQA plan as approved by the NC Department of Environmental Quality Division of Waste Management (NCDWM).

S+G Activities: Provide a field representative on-site during periods of major construction including:

- Earthwork construction
- Subgrade preparation

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- Installation of the liner system
- Installation of the leachate collection and management system.

S+G will administer and oversee the Construction Quality Assurance (CQA) testing program for placement of earthworks and geosynthetics. This work will consist of density, permeability, and other tests at a sufficient frequency to satisfy the NCDWM requirements. S+G will subcontract to Geotechnics or other acceptable geotechnical firm to provide for soil materials testing and a full-time technician during placement of earthworks and other portions of the work as needed. S+G will subcontract to Geotechnics or other accredited geosynthetics lab for testing of geosynthetics.

Task Deliverables: In the event that an unexpected occurrence affects progress status, an interim progress status report will be prepared for the City.

Key Understandings: S+G is prepared to respond within 24 clock hours to unexpected occurrences.

The total construction period has been assumed to be no longer than 180 days.

Planned Meetings: Site visits for this task will be coordinated with **Task 3.1** above.

Information and Services Provided By Others: Construction Quality Assurance testing and oversight (as required) provided by Geotechnics (or other acceptable firm) as a subcontractor to S+G. Availability of City representative to attend progress meetings.

3.3 Construction Certification and CQA Report

Objective: To prepare and submit to the City and the NCDWM a CQA Report documenting and certifying the quality of construction activities.

S+G Activities: Upon completion of construction, S+G will prepare and submit to the City and the NCDWM a CQA Report containing:

- A comprehensive narrative report
  - Site visit reports from Engineering and CQA personnel
  - A series of color photographs of major project features
  - Results of all CQA and CQC testing
  - Documentation of any failed test results, descriptions of procedures used to correct the improperly installed material, and results of all retesting performed
  - Documentation of design modifications, if any
  - Record drawings (by Contractor's Surveyor)
- Certification by the Project Engineer that construction was completed in accordance with:
  - The Project Specifications
  - The CQA Plan
  - The conditions of the permit to construct

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- The requirements of applicable Solid Waste Rules
- Acceptable engineering practices.

Upon review of this document by the City, S+G will submit to the NCDWM for approval. S+G will provide all necessary responses, data, and input for the NCDWM approval.

Task Deliverables: CQA Report

Key Understandings: S+G will compile and review all construction documentation produced by the contractor's Quality Control agent(s) and surveyor and S+G's field representatives into a comprehensive CQA Report for submittal to the NCDWM.

Planned Meetings: One meeting, one-half day duration, with the NCDWM as needed or requested to present and discuss the CQA Report. This meeting may be associated with a pre-operational meeting requested by the NCDWM.

Information and Services Provided By Others: Availability of City staff for any regulatory meetings.

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SMITH+GARDNER
ENGINEERS

Offices in: Raleigh, NC Columbia, SC

2025 FEE SCHEDULE

Staff Professional	Hourly Billing Rates*
President, Senior Engineer - Stacey A. Smith, P.E.**	$300/hour
Vice President, Senior Project Manager - John M. Gardner, P.E.**	$285/hour
Vice President, Senior Engineer - Pieter K. Scheer, P.E.**	$265/hour
Vice President, Senior Project Manager - W. Michael Brinchek, P.E.**	$230/hour
Vice President, Senior Geologist - C. Kevin Anderson, P.G.**	$225/hour
Vice President, Senior Hydrogeologist - Joan A. Smyth, P.G.**	$225/hour
Principal, Senior Project Engineer - Gregory G. Mills, P.E.**	$170/hour
Principal, Senior Project Engineer - John R. Fearrington, P.E.**	$170/hour
Principal, Senior Civil Designer - Christopher T. Jones**	$168/hour
Principal, Senior Project Engineer - Spencer W. Hollomon, P.E.**	$165/hour
Senior Project Manager - Jon M. Dietz, Ph.D.	$225/hour
Senior Engineer - John D. Barnard, P.E.	$220/hour
Senior Surveyor - Uljas J. Murphy, P.L.S. ++ (UAS)	$215/hour
Senior Engineer - E. Fred Mussler, III, P.E.	$200/hour
Senior Geologist - Bobby J. Wolf, P.G.	$200/hour
Senior Project Manager - Gregory T. Farrell, P.E.	$200/hour
Senior Scientist - Matthew S. Lamb**	$165/hour
Project Geologist - Clyde A. L."CAL" Easter, P.G.**	$165/hour
Project Engineer - Jesse C. Li, P.E.	$160/hour
Project Engineer - Jonathan "Johnny" A. Hayes, PE, P.L.S. ++(UAS)	$155/hour
GIS Analyst - Jason D. McMahon, GISP++ (UAS)	$150/hour
GIS Analyst - John J. Boos	$145/hour
Project Engineer - Matthew M.A.C. "Mac" Jones, P.E.	$145/hour
Project Manager - Lou J. Krasuski@@	$145/hour
Management Consultant - D. Scott Bost	$125/hour
Construction Consultant - Albert B. "Buddy" Bowers, Jr.	$125/hour
Civil Designer - Robert V. Maynard, SI ++ (UAS)	$135/hour
Staff Engineer – Mohammed Amijee, EI	$125/hour
Systems Administrator - Sam T. Spencer ++ (UAS)	$125/hour
Field Services Manager - Byron S. Hackney**	$125/hour
CAD Designer - Jeffrey R. Taylor	$125/hour
Staff Engineer - Aubrie C. Miller	$120/hour
Staff Engineer - Megan R. Skvoretz, EI	$115/hour
Staff Scientist - Joshua C. Rue	$115/hour
CAD Designer - L. Hal Blevins, III	$108/hour
CAD Technician - Jacob R. Griffith	$105/hour
Environmental Technician - Matthew B. Stagg	$100/hour
Staff Scientist - Daniel J. Pantaleo	$100/hour
Staff Geologist – Xiong Vang	$100/hour
Staff Surveyor – Andy Egogo-Stanley	$100/hour
Staff Geologist - Will D. Gulker	$85/hour
Staff Technician	$75/hour
Clerical/Administrative Secretary	$50/hour
Expert Witness/Legal Services	Negotiated

Reproduction Expenses		
Small Format (B size or smaller)	Black & White	$0.15 per page
	Color	$0.30 per page
Large Format (C size or larger)		$4 per sheet
Equipment		see Rate Sheet
Expenses & Fees		
Direct Project Expenses		Cost + 10%

Notes:

Rates are subject to review annually.

**Employee Owner

^^Accredited Asbestos Inspector (AAI) Services +$15/hour to rate

++FAA Small Unmanned Aircraft Systems (UAS) Certificate & NC Commercial UAS Operator Permit Holder +$15/hour to rate

@@Federal Method 9 Visible Emissions Evaluator +$15/hour to rate

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CITY OF HIGH POINT
AGENDA ITEM

TITLE: **Consideration of a Reimbursement Agreement with Ennis-Flint, Inc.**

FROM:
Robby Stone
Public Services Director

MEETING DATE:
December 15, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Reimbursement Agreement
2. Reimbursement Agreement Estimate
3. Plans

PURPOSE: To approve a reimbursement agreement with Ennis-Flint, Inc., for sanitary sewer improvements.

BACKGROUND: Ennis-Flint, Inc. seeks to install a railroad spur line to their facility located at 201 Old Thomasville Road, High Point, NC 27360. Ennis-Flint, Inc. contacted the city regarding this work. Upon investigation, it was realized that a portion of the sanitary sewer main passing through the Ennis-Flint, Inc. property and under the railroad track was undersized and in poor condition. Conversations began regarding Ennis-Flint upgrading the undersized and poor condition area as part of their project to install the new spur. Preliminary alignment was determined, and engineering plans were developed. A cost estimate was prepared with costs separated by the responsible party. The scope of work will be to install approximately 845 linear feet of 16-inch sewer main and 55 linear feet of 4-inch sewer service line, plus boring 243 feet of steel encasement under the railroad tracks. The total project cost is estimated to be $1,539,580, with the cost associated with the city upgrades to the public infrastructure estimated to be $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 Ennis-Flint, Inc. in the amount of $1,152,880 for sanitary sewer improvements and authorize the appropriate City Official(s) to execute all necessary documents.

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("Agreement"), entered into this the_____, by and between the **CITY OF HIGH POINT**, a North Carolina municipal corporation, located at 211 South Hamilton Street, High Point, North Carolina, 27260 ("City"), and **ENNIS-FLINT, INC.**, a North Carolina corporation located at 4161 Piedmont Parkway, Suite 370, Greensboro, NC 27410 ("Developer") (referred to individually as "Party" and collectively as "Parties").

WHEREAS, North Carolina General Statutes ("NCGS") § 160A-499 authorizes the City to enter into reimbursement agreements with private developers and property owners for the design and construction of municipal infrastructure that is included on the City's Capital Improvement Plan and serves the developer or property owner; and

WHEREAS, NCGS § 160A-320 authorizes the City to contract with a developer or property owner, or with a private party under contract with the developer or property owner, for public enterprise improvements that are adjacent or ancillary to a private land development project; and

WHEREAS, pursuant to NCGS §§ 160A-499 and 160A-320, the City adopted Title 6, Article E, Section 6-1-101 of the City Ordinances setting forth the authority, procedures, and terms under which the City Manager may negotiate reimbursement agreements; and

WHEREAS, the City Code of Ordinances Title 6, Article E, Section 6-1-101 allows the City to enter into reimbursement agreements with private developers and property owners for the design and construction of municipal infrastructure that is included on the City's capital improvement plan including water mains, sanitary sewer lines, lift stations, stormwater lines, streets, curb and gutter, sidewalks, traffic control devices, greenways, trails, and other associated facilities; and

WHEREAS, Developer is expanding a manufacturing facility located at 201 Old Thomasville Road, High Point, NC 27260 and as part of the expansion is constructing several capital improvements including the construction of an oversized sanitary sewer line; and

WHEREAS, City and Developer believe it is in their best interests to jointly provide infrastructure including design and construction of the proposed sewer line ("Project"), more specifically identified on the map attached hereto and incorporated herein as **Exhibit A**, and a list of the improvements and projected costs for the Project ("Improvements") is attached hereto and incorporated herein as **Exhibit B**; and

WHEREAS, the City has reviewed the Developer's projected costs to construct the proposed Improvements and found them to be reasonable; and

WHEREAS, the Improvements are in the public interest and will benefit the goals of the City in furthering economic development; and

WHEREAS, the cost to the City for these Improvements is not anticipated to exceed the estimated cost of providing for the municipal infrastructure through either eligible force account qualified labor, or through a public contract let pursuant to NCGS Article 8, Chapter 143, or the coordination of separately constructed municipal infrastructure with the associated private development would be impracticable.

WHEREAS, Developer shall comply with the requirements of NCGS §§ 143-129 and 143-128 *et seq.* relating to public advertising and bid opening requirements which would be applicable if the construction contract had been awarded by the City.

NOW, THEREFORE, in consideration of the recitals above and the mutual covenants contained herein by and between each of the Parties hereto, it is hereby agreed that:

SECTION I. RECITALS AND CODE INCORPORATED

The above recitals and references to the City Code of Ordinances, as amended from time to time, are hereby incorporated into this Agreement.

SECTION II. RESPONSIBILTIES AND RIGHTS OF DEVELOPER

A. Subject to the terms and conditions set forth herein, Developer agrees to have designed and have constructed the Improvements in accordance with this Agreement and all ordinances, policies, and regulations of the City and all applicable federal and state laws.

B. Developer shall manage, administer, and cause to be constructed the Improvements according to the plans and specifications mutually approved by the City and Developer (the "Plans and Specifications") and shall use commercially reasonable efforts to obtain all necessary certifications. Developer may recommend to City any necessary or desirable changes to the Plans and Specifications and/or Project documents which Developer determines are reasonably advisable. No change to the Plans and Specifications shall be effective unless executed by City, and Developer shall have no authority to execute a change to the Plans and Specifications on behalf of City. City shall not unreasonably withhold, condition, or delay approval of any change to the Plans and Specifications recommended by Developer.

C. Any change order shall be described in a written change order proposal prepared by Developer which describes with reasonable specificity: (i) the proposed increase or decrease, if any, in the cost of the Project; (ii) the extension or contraction, if any, in the contract time schedule resulting from the implementation of the proposed change order; (iii) the effect any such change order would have on the Project schedule and the Project budget. No change order shall be effective unless executed by City, and Developer shall

have no authority to execute a change order on behalf of City. City shall not unreasonably withhold, condition, or delay approval of any change order recommended by Developer.

D. All material work, plans, specifications, and designs related to this Project are subject to reasonable review by the City and shall be in a form reasonably acceptable to it.

E. Developer shall permit the City to inspect and approve that the construction of the Project has been supplied or completed in a good and workmanlike manner in compliance with all applicable legal requirements, such approval not to be unreasonably delayed, conditioned, or withheld.

F. To its knowledge, Developer has complied with all City contracting and reporting requirements.

G. Developer agrees to pursue, and use commercially reasonable efforts to obtain, all necessary permits, licenses, and approvals and to use commercially reasonable efforts to meet all governmental regulatory requirements, environmental and otherwise. All permitting costs shall be considered a cost of the Project and as such are reimbursable expenses.

H. As between Developer and City, Developer assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether state or federal, as to all employees engaged in the performance of work under this Agreement. In addition, as between Developer and City, Developer agrees to pay any and all gross receipts, compensation, transaction, sales, use, or other taxes and assessments of whatever nature and kind levied or assessed for the work performed or on the compensation paid under this Agreement.

I. Compliance with Law and Non-Discrimination. Developer agrees to comply with all federal, state, and local laws and regulations with regards to construction of the Improvements. The Developer shall at all times comply with all applicable safety and health regulations, standards, and codes applicable to construction of the Improvements contemplated by this Agreement. The Developer shall not discriminate in any manner on the basis of a protected class.

J. E-Verify. To the extent applicable, the Developer 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 Developer 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.

K. No Debarment. The Developer 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 III. RESPONSIBILITIES OF CITY

A. The City agrees to reimburse Developer for costs associated with the Improvements. The total estimated cost of the Improvements is one million, one-hundred fifty-two thousand, eight hundred eighty dollars (($1,152,880.00). Such payment shall be made upon the City's receipt and approval of invoices detailing expenses, such approval not to be unreasonably delayed, conditioned, or withheld. City shall respond to Developer no later than 30 days following receipt of each invoice, to either approve such invoice or reasonably deny such invoice in accordance with this Agreement.

B. In exchange for reimbursement, all materials used in the installation of the Improvements shall become and remain property of the City.

C. The commitment of the City to expend the described funds on the Improvements is based on the factors recited herein by which the Project will provide a public benefit to the City and its citizens.

D. City shall reasonably cooperate with Developer in seeking and obtaining all necessary permits, licenses, approvals, easements, and rights of any nature whatsoever necessary to complete the Project.

SECTION IV. RELATIONSHIP OF THE PARTIES

The Developer is an independent contractor. The Developer, 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 Developer joint venturers, partners, or parties to similar relationships with each other.

SECTION V. INSURANCE AND INDEMNIFICATION

A. Insurance. During the performance of the services under this Agreement, Developer and its contractors and engineers shall maintain the following insurance, to the extent applicable:

   i. General Liability Insurance, including but not limited to coverage for all premises and non-premises operations, independent contractors, broad form property damage coverage, including explosion, collapse and underground property damage

hazards, personal injury liability protection including coverage relating to employment of persons, contractual liability protection, and products and completed operations coverage. This insurance shall provide bodily injury limits of not less than $1,000,000 for each occurrence and not less than $2,000,000 in the aggregate, and with property damage limits of not less than $500,000 for each occurrence and not less than $500,000 in the aggregate.

ii. Automobile Liability Insurance, covering owned, non-owned, and hired vehicles and trailers using in connection with this Project. This insurance shall provide bodily injury and property damages limits of not less than $1,000,000 combined single limit/aggregate.

iii. Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than $100,000 for each occurrence. In case any work is subcontracted under this Agreement, Developer shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work.

Developer shall furnish certificates of insurance for all of the insurance coverages described herein within thirty (30) days after this Agreement is executed and certified copies of any amendments and/or renewals to the policies which occur thereafter. At least thirty (30) days written notice shall be given to the City prior to any cancellation, modification, or non-renewal of any insurance required under this Agreement. Notwithstanding anything herein to the contrary, Developer may satisfy the requirements of this Section V(A) with a reasonable self-insurance program maintained by Developer or its affiliates.

All Project contractors, including Developer, performing work subject to reimbursement hereunder shall be required to include the City and Developer as additional insureds on their General Liability insurance policies.

B. Contractor Indemnification. Developer agrees to use reasonable best efforts to obtain the most protective and comprehensive indemnification and warranties possible from the General Contractor and all other Project contractors in the construction or other contracts with such parties (collectively, the "Construction Contracts") that can be passed through to and used for the benefit of the City related to the Project. The City acknowledges and agrees that inclusion of language substantially in the form attached hereto as **Exhibit C** in the Construction Contracts with General Contractor and all other Project contractors will satisfy the foregoing requirement.

SECTION VI. DEFAULT AND TERMINATION

A. Should either Party fail to comply with the terms of this Agreement, such Party, upon actual notice of the default, shall have thirty (30) days to remedy the default. Should the defaulting Party fail to remedy the default, the Agreement may be terminated by the other Party immediately upon the expiration of the thirty (30) days, provided that the City shall reimburse Developer for the value of the partial completion of the Improvements. Furthermore, this Agreement may be terminated by mutual consent of both Parties.

B. Either Party may terminate this Agreement upon written notice to the other Party if all or substantially all work on the Project has stopped for a period of at least one hundred twenty (120) consecutive days through no fault of the terminating Party, provided that the City shall reimburse Developer for the value of the partial completion of the Improvements..

SECTION VII. MISCELLANEOUS

A. Force Majeure. Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), when and to the extent such failure or delay is caused by a Force Majeure Event (as defined below). The failure or inability of either Party to perform its obligations in this Agreement due to a Force Majeure Event shall be excused for the duration of the Force Majeure Event and extended for a period equivalent to the period of such delay. "Force Majeure Event" means any of the following events, conditions, or circumstances: (i) acts of God; (ii) floods, fires, earthquakes, explosions, or other natural disasters; (iii) war, invasions, hostilities (whether war is declared or not), terrorist threats or acts, or riots or other civil unrest; (iv) moratorium on the issuance of governmental approvals; (v) governmental authority, proclamations, orders, laws, actions, or requests; (vi) embargoes or blockades in effect on or after the date of this Agreement; (vii) epidemics, pandemics, or other national or regional public health emergencies; (viii) strikes, labor stoppages or slowdowns, or other industrial disturbances; (ix) shortages of supplies, adequate power, or transportation facilities; (x) unforeseen site condition or change; and (xi) other similar event, condition, or circumstance beyond the reasonable control of the Parties.

B. Limitation of Liability. IN NO EVENT SHALL DEVELOPER OR ANY OF ITS REPRESENTATIVES OR AFFILIATES BE LIABLE TO CITY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT DEVELOPER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE

THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL DEVELOPER'S OR ANY OF ITS REPRESENTATIVES' OR AFFILIATES' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED 2X THE AMOUNTS ACTUALLY REIMBURSED BY CITY HEREUNDER. THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF CITY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. Each Party acknowledges and agrees that the Parties entered into the Agreement in reliance upon the limitations of liability set forth in this Section, that the same reflect an allocation of risk between the Parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the Parties. Notwithstanding anything herein to the contrary, Developer acknowledges and agrees that nothing herein is intended to limit and shall not be interpreted as limiting the City's ability to recover directly from the General Contractor and/or other Project contractor(s) pursuant to any rights, warranties, and/or indemnities in Construction Contracts that may be assigned to the City by Developer. Neither the General Contractor nor any other Project contractor shall be considered a representative or affiliate of Developer within the meaning of this Section.

C. Governing Law and Venue. 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 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.

D. Entire Agreement, Conflicting Provisions. This Agreement, together with all 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.

E. Successors and Assigns. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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 VI.I):

If to the City:
City of High Point
City Manager's Office
Attn. Damon Dequenne
211 South Hamilton Street
P.O. Box 230
High Point, NC 27261

If to the Developer:
See Developer's address for notices in the signature page hereof.)

L. Disclosure. Subject to applicable legal requirements, Developer agrees that it shall make no statements, press releases, or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, without first notifying the City and securing its consent in writing.

M. 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.

N. Continuation of Performance During Dispute. During the pendency of any dispute between the Parties arising out of or relating to this Agreement, provided that Developer's continued performance is requested by the City in writing, it shall be the responsibility of Developer to continue the Project in conformity with the Agreement.

O. Representation of Authority. Any individual executing this Agreement on behalf of Developer 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 Developer and does so with full legal authority.

[Separate signature pages to follow]

IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the day and year first above written.

DEVELOPER:

ENNIS-FLINT, INC.,
a North Carolina Corporation

By: _____

Name: _____

Title: _____

Developer's address for notices:

_____

Attn: _____

DRAFT

CITY:

CITY OF HIGH POINT,
a North Carolina municipal corporation

By: _____

Damon Dequenne, 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

DRAFT

EXHIBIT A

to

REIMBURSEMENT AGREEMENT

Map of the Proposed Sewer Line

DRAFT

EXHIBIT B

to

REIMBURSEMENT AGREEMENT

List of Improvements and Projected Costs for the Project

DRAFT

EXHIBIT C

to

REIMBURSEMENT AGREEMENT

Sample Warranty and Indemnity Language

CONTRACTOR'S WARRANTY AND GUARANTY. The Contractor warrants and guarantees that all aspects of the Work will be performed and completed in a good and workmanlike fashion consistent with the highest quality of work performed by contractors in Guilford County and surrounding areas in the performance of similar work. The Contractor further warrants and guarantees that all aspects of the Work will be free from defects and will be in full compliance with the Contract Documents. The Contractor, after receipt of written notice from the Developer, City or the Architect/Engineer, shall at Contractor's expense promptly replace, repair, or correct any defective materials or workmanship appearing within one (1) year from the date of final completion of the Work. All other warranties, express or implied, existing under North Carolina law remain in effect with regard to the Work. If the Contractor, after receipt of written notice from the Developer, the City or the Architect/Engineer, fails to proceed promptly to correct defective aspects of the Work, the Developer or the City may have the defects corrected and charge the costs of the remedial work to the Contractor. The Developer or the City also may choose not to remedy the Work and instead deduct an amount from the Contractor's compensation to address the damages caused by the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.

CONTRACTOR'S INDEMNIFICATION OF THE CITY AND THE ARCHITECT/ENGINEER.

a. General Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless and defend the Developer, the City, the Architect/Engineer, and their respective affiliates, consultants, employees, agents, and representatives (the "Indemnitees"), from and against any and all claims, damages, costs, expenses, or losses, including, without limitation, attorneys' fees and the costs and expenses of litigation and arbitration that may arise from the performance of the Work, to the extent that such claims, damages, costs, expenses, or losses are caused by the alleged or actual (i) negligent or grossly negligent acts, errors, or omissions, or (ii) intentional wrongful acts or omissions of Contractor and/or any other person or entity furnishing labor, materials, equipment, and/or services for Contractor's benefit. Contractor shall further defend, indemnify, and hold harmless the Indemnitees from any and all claims, damages, costs, expenses, or losses, including, without limitation, attorneys' fees and the costs and expenses of litigation or arbitration, arising out of or resulting from the Contractor's breach of the Agreement or from any lien claims or bond claims made against the City by any person furnishing labor, materials, or equipment by, through, or under the Contractor. The obligations set forth in this provision shall not be construed to negate, limit, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to an entity or person described in this provision. The Contractor shall not be required to indemnify or hold harmless any Indemnitee against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from an Indemnitee's own negligence or the negligence of an Indemnitee's agents or employees. The parties acknowledge that this paragraph is intended to fully comply with N.C.G.S. § 22B-1.

b. Intellectual Property Indemnification. If any aspect of the Work provided by the Contractor pursuant to the Agreement becomes, or is likely to become, the subject of any claim, suit or proceeding arising from or alleging facts that it if true would constitute infringement, misappropriation, or other

violation of any patent, copyright, trademark, or other intellectual property rights of a third party, the Contractor shall at its own expense secure for the Developer and/or the City, as applicable, the right to continue use of the materials or services at issue, or replace or modify the materials or services at issue to make them non-infringing. To the fullest extent permitted by law, the Contractor shall also fully indemnify, hold harmless, and defend the Indemnitees from and against any and all claims or damages directly or indirectly arising out of or resulting from or related to any alleged infringement, misappropriation, or other violation of any patent, copyright, trademark, or other intellectual property rights of a third party.

DRAFT

EXHIBIT B

to

REIMBURSEMENT AGREEMENT

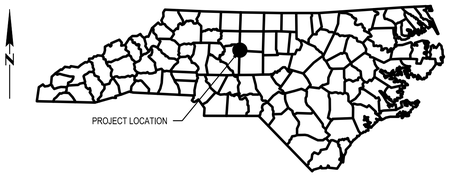
List of Improvements and Projected Costs for the Project

Below is a preliminary list of improvements and current estimated costs for the Project, which are subject to change:

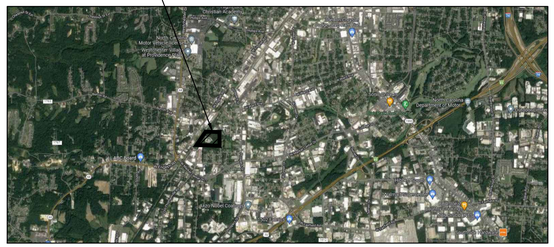
	Improvement Activity	**Estimated Cost**	**Reimbursed Scope?**
1	Sewage pumping when required	$ 68,430.00	No
2	Track time flagging fees	$ 25,290.00	Yes
3	Furnish and install manhole SAN-01 and 125' piping up to SAN-02	$ 143,250.00	Yes
4	Furnish and install 259' SAN-02, 15" DIP piping, 129' 24" steel casing up to and including SAN-03	$ 295,630.00	No
5	Bore and Jack the casing pipe under Main Line railroad	$ 581,380.00	Yes
6	Furnish and install 590' 15" piping, 243' 24" casing and remaining manholes from SAN-03 up to the existing manhole SAN-06	$ 351,260.00	Yes
7	Repair and repave the existing drive if required	$ 22,640.00	No
8	Miscellaneous clean-up activities	$ 51,700.00	Yes
	Project Total	$ 1,539,580.00	
	Reimbursed Scope	**$ 1,152,880.00**	

For the avoidance of doubt, the improvements listed above are generalized, high-level descriptions and may entail additional improvements and activities to be reflected in the final Plans and Specifications.

PPG - TRAFFIC SOLUTIONS
HIGH POINT SANITARY IMPROVEMENTS



GENERAL LOCATION



VICINITY MAP

HIGH POINT, NORTH CAROLINA

PROJECT INFORMATION

SITE LOCATION:
PPG - TRAFFIC SOLUTIONS
201 OLD THOMASVILLE RD
HIGH POINT, NORTH CAROLINA 27260
PLAT BOOK 174, PAGE 29

CONTACT INFORMATION

OWNER:
PPG - TRAFFIC SOLUTIONS
201 OLD THOMASVILLE RD
HIGH POINT, NORTH CAROLINA 27260
ATTN: ZACK HIXON
(336) 880-5297

ARCHITECT, CIVIL/STRUCTURAL ENGINEER:
MIDDOUGH, INC.
2650 WARRENVILLE RD, SUITE 500
DOWNERS GROVE, ILLINOIS 60515
(630) 756-7000; FAX: (630) 756-7001

SURVEYOR:
SURVEY CAROLINA, PLLC
154 S FAYETTEVILLE ST, SUITE B
ASHEBORO, NORTH CAROLINA 27203
(336) 625-8000

GEOTECHNICAL ENGINEER:
S&ME, INC.
8646 WEST MARKET ST, SUITE 105
GREENSBORO, NORTH CAROLINA 27409
(336) 288-7180

BENCHMARKS

*NO NCGS MONUMENTS FOUND WITHIN 2000' OF PROPERTY.

SOUTHWEST PROPERTY CORNER - 1/2" IRON ROD
N:796,022.90 FEET
E:1,694,813.61 FEET
EL:894.92 FEET

WEST PROPERTY CORNER - 1/2" IRON ROD
N:796,599.61 FEET
E:1,695,123.34 FEET
EL:884.90 FEET

SANITARY IMPROVEMENTS DRAWING LIST

PPG2102-200-300	SANITARY COVER SHEET
PPG2102-200-301	CLEARING & GRUBBING PLAN
PPG2102-200-302	ROUGH GRADING EROSION CONTROL PLAN
PPG2102-200-303	FINAL GRADING EROSION CONTROL PLAN
PPG2102-200-304	DRAINAGE MAP PLAN
PPG2102-200-305	SANITARY ONSITE PLAN & PROFILE
PPG2102-200-306	SANITARY OFFSITE PLAN & PROFILE
PPG2102-200-307	SANITARY DETAILS

INSPECTION FEES

SERVICE	LENGTH	FEE
SANITARY SEWER MAIN	974 LF	$0.75 X 974 LF = $730.50
TOTAL COST		$730.50

OWNER'S/DEVELOPER'S CERTIFICATE OF COMPLIANCE

I, _____, ACCEPT THIS SUBMISSION AS MY PLAN OF DEVELOPMENT AND AGREE TO INSTALL ALL REQUIRED IMPROVEMENTS AND COMPLY WITH THE CONDITIONS OF APPROVAL.

_____
OWNER/DEVELOPER DATE

ADEQUATE DRAINAGE FOR BUILDING PADS

ALL NEW CONSTRUCTION SITES SHALL PROVIDE ADEQUATE DRAINAGE FROM THE BUILDING FOUNDATION. FOR RESIDENTIAL CONSTRUCTION THE GRADE SHALL SLOPE A MINIMUM OF 6 INCHES WITHIN THE FIRST 10 FEET FROM THE FOUNDATION AS REFERENCED IN NC STATE BUILDING CODE. ADEQUATE DRAINAGE SHALL ALSO BE PROVIDED FOR NEW COMMERCIAL CONSTRUCTION IN COMPLIANCE WITH THE NC STATE BUILDING CODE.

NO.	REVISIONS	DATE	BY	CKD.	DEPT. APPROVAL	PROJECT APPROVAL	CLIENT APPROVAL
A	ISSUED FOR BID	11/03/25	DPZ	KGC		JLB	

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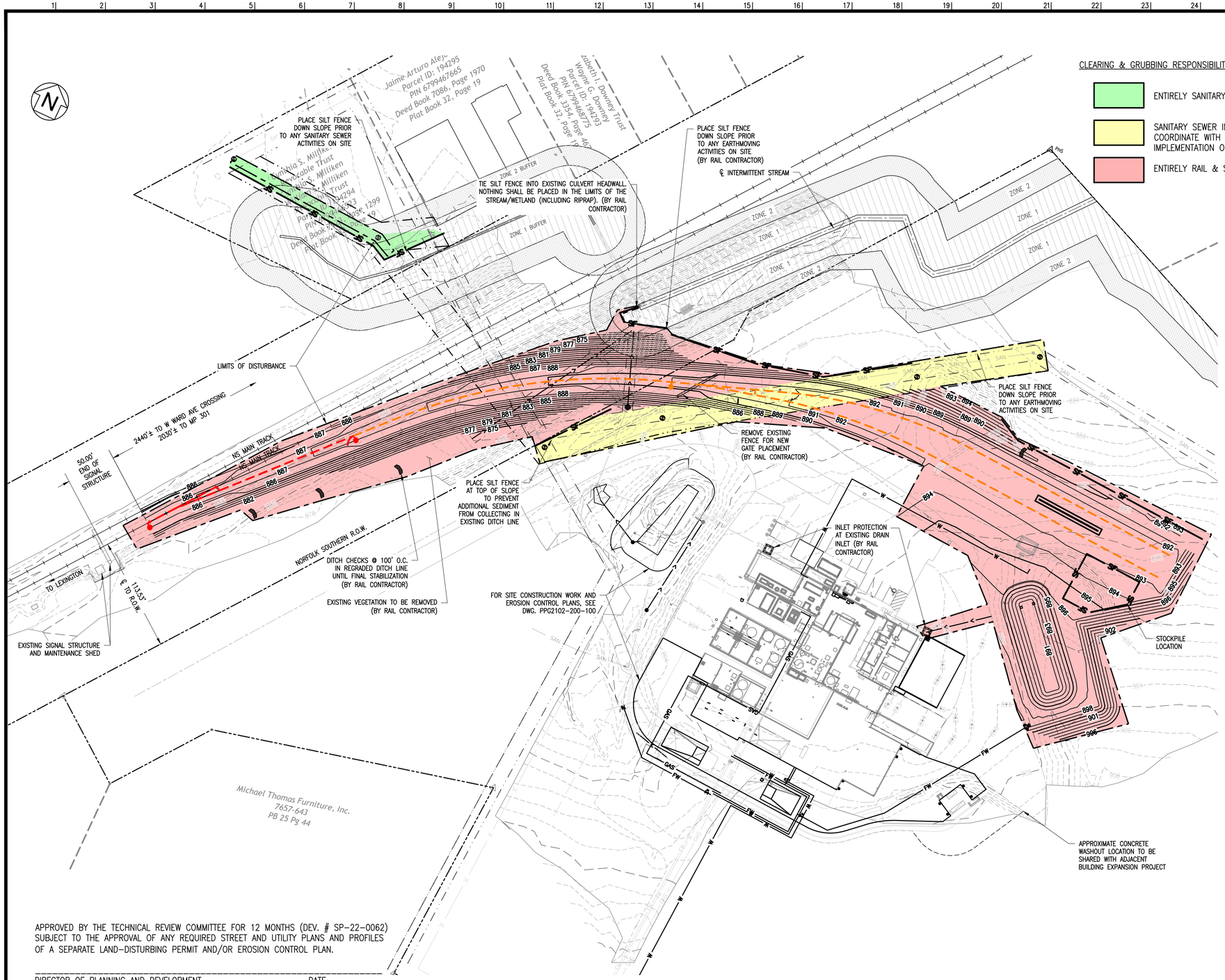
DRAWN	DPZ	10/28/25
DESIGN	KGC	10/28/25
CHECKED	JLB	10/28/25
DEPT. APPV'L		
PROJ. APPV'L		
CLIENT APPV'L		

PPG
TRAFFIC SOLUTIONS
201 OLD THOMASVILLE ROAD
HIGH POINT, NC

HIGH POINT SANITARY IMPROVEMENTS
CIVIL
SANITARY COVER SHEET

FILE NAME:	PROJECT NO.	SCALE
San-Cover Sheet	PPG2102	N/A

DRAWING NUMBER: PPG2102-200-300
REV. A



CLEARING & GRUBBING RESPONSIBILITY LEGEND

- ENTIRELY SANITARY SEWER IMPROVEMENTS CONTRACTOR
- SANITARY SEWER IMPROVEMENTS CONTRACTOR SHALL COORDINATE WITH SITE & RAIL CONTRACTORS ON IMPLEMENTATION OF EROSION CONTROL WITHIN THIS AREA.
- ENTIRELY RAIL & SITE IMPROVEMENTS CONTRACTOR

FULL PROJECT SCOPE CONSTRUCTION SEQUENCE

NOTE: THIS PACKAGE EXCLUSIVELY PERTAINS TO SANITARY SEWER IMPROVEMENTS AND THE ASSOCIATED EROSION CONTROL, DEMOLITION AND RESTORATIVE WORK ASSOCIATED WITH IT. COORDINATE ADJACENT WORK WITH OTHER CONTRACTORS

1. ALL APPLICABLE PERMITS FROM THE STATE AND LOCAL MUNICIPALITY MUST BE OBTAINED INCLUDING THE NCG01 0000 CERTIFICATE OF COVERAGE, BEFORE LAND DISTURBANCE OF ANY KIND CAN COMMENCE. A MANDATORY PRECONSTRUCTION MEETING MUST BE HELD WITH NC DEQ DEMLR PRIOR TO THE PROJECT COMMENCEMENT. PREMISSION MUST BE OBTAINED AND GRANTED FROM NC DEQ DMLR PRIOR TO THE REMOVAL OF ANY ESC MEASURES.
2. INSTALL EROSION CONTROL MEASURES ON-SITE PRIOR TO ANY OTHER CONSTRUCTION ACTIVITIES AND MUST BE MAINTAINED THROUGHOUT THE RPOJECT.
3. BEGIN REGRADING OF PROPOSED DETENTION POND TO USE AS A SETTLEMENT BASIN DURING CONSTRUCTION ACTIVITIES.
4. REMOVE TREES AND VEGETATION WITHIN THE LIMITS OF CONSTRUCTION.
5. BEGIN GRADING OPERATIONS FOR NEW DITCHES AND PAVEMENT.
6. RELOCATE STORM SEWERS AND CULVERTS.
7. INSTALL NEW UTILITY CROSSINGS FOR RAIL WORK.
8. INSTALL NEW WATER, GAS, AND FIREWATER PIPING.
9. INSTALL NEW CHAIN LINK FENCING FOR RAILROAD PROJECT AND TEMPORARILY RELOCATE FENCING NEAR NEW DETETION POND.
10. CONSTRUCT NEW BUILDINGS AND TANK FARMS.
11. INSTALL NEW TANKS AND MECHANICAL EQUIPMENT.
12. CONSTRUCT NEW TRUCK SCALE FOUNDATION AND LOADING CONTAINMENT PAD.
13. CONSTRUCT NEW PIPE RACKS AND SHIPPING SHACK.
14. INSTALL NEW TRUCK SCALE AND LOADING EQUIPMENT.
15. PERFORM FINISHED GRADING AND GRAVEL ROAD RELOCATION AND WIDENING.
16. PAVE (OR REPAVE) CONCRETE DRIVEWAYS, DOCKS AND RAMPS.
17. PERFORM RAIL GRADING OPERATIONS.
18. CONSTRUCT NEW SUBBALLAST AND BALLAST (AFTER ACCEPTANCE OF RAIL PLANS BY RAIL COMPANY).
19. CONSTRUCT NEW RAIL LOADING PLATFORM, PIPE RACK, AND SECONDARY CONTAINMENT STRUCTURES AND PIPING.
20. CONSTRUCT NEW RAILROAD TRACKS FROM NORFOLK SOUTHERN MAIN LINE TO THE NEW RAIL LOADING PLATFORM.
21. SEED DISTRUBED AREAS THAT REMAIN UNPAVED OR GRAVELED SURFACES.
22. REMOVE EROSION CONTROL MEASURES FROM SITE.

DISTURBED AREA CALCULATION

TOTAL LOT AREA: 18.21 AC

DISTURBED AREA RAIL WORK (ON-SITE): 1.82 AC
DISTURBED AREA NCRR LAND: 0.88 AC
DISTURBED AREA MILIKEN LAND: 0.06 AC
TOTAL DISTURBED AREA RAIL WORK ONLY: 2.76 AC

DISTURBED AREA SITE WORK (ON-SITE): 1.38 AC
TOTAL DISTURBED AREA (ON-SITE): 3.20 AC
TOTAL DISTURBED AREA: 4.14 AC

TOTAL UNDISTURBED AREA: 15.01 AC

% OF AREA DISTURBED: 17.6%

GROUND COVER: BUILDINGS, PAVEMENT, GRAVEL PATHS, GRASS, AND FOREST

% NATURAL OR STABILIZED VEGETATION: 80.0%

AVERAGE SLOPE IN DEVELOPED AREA: 1.0%

BUILT UPON AREA CALCULATION

WATERSHED: YADKIN-PEE DEE
RECEIVING WATERS: KENNEDY MILL CREEK (NON-WATER SUPPLY, CLASS C)

TOTAL LOT AREA: 18.21 AC

EXISTING BUILT-UPON AREA (BUA) TO STORMWATER CONTROL MEASURES: 0.58 AC
TOTAL EXISTING BUA (INCLUDING ENTRANCE DRIVEWAY): 1.41 AC (61,257 SF)

NET EFFECTIVE AREA: 16.80 AC

PROPOSED BUA INCREASE (RAIL PREVIOUSLY INCLUDED): 1.64 AC (71,378 SF)

PROPOSED BUA % INCREASE: 9.0%

TOTAL BUA: 3.05 AC (132,635 SF)

TOTAL BUA %: 16.7%

LEGEND

- EXISTING NS TRACK
- FUTURE NS TRACK
- FUTURE INDUSTRY TRACK
- PROPERTY LINE / R.O.W.
- OHU — EXISTING OVERHEAD LINE
- SAN — EXISTING SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED FENCE
- PROPOSED SANITARY PIPE
- CONSTRUCTION LIMITS

APPROVED BY THE TECHNICAL REVIEW COMMITTEE FOR 12 MONTHS (DEV. # SP-22-0062) SUBJECT TO THE APPROVAL OF ANY REQUIRED STREET AND UTILITY PLANS AND PROFILES OF A SEPARATE LAND-DISTURBING PERMIT AND/OR EROSION CONTROL PLAN.

_____
DIRECTOR OF PLANNING AND DEVELOPMENT DATE

I, _____, ACCEPT THIS SUBMISSION AS MY PLAN OF DEVELOPMENT AND AGREE TO INSTALL ALL REQUIRED IMPROVEMENTS AND COMPLY WITH THE CONDITIONS OF APPROVAL.

_____
OWNER/DEVELOPER DATE

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*WORK WITH SITE AND BUILDING DRAWING PACKAGED DESCRIBED ON PPG2102-200-000.

middlough® PROJECT SOLUTIONS

NO.	REVISIONS	DATE	BY	CKD.	DEPT. APPROVAL	PROJECT APPROVAL	CLIENT APPROVAL
A	ISSUED FOR BID	11/03/25	DPZ	KGC		JLB	

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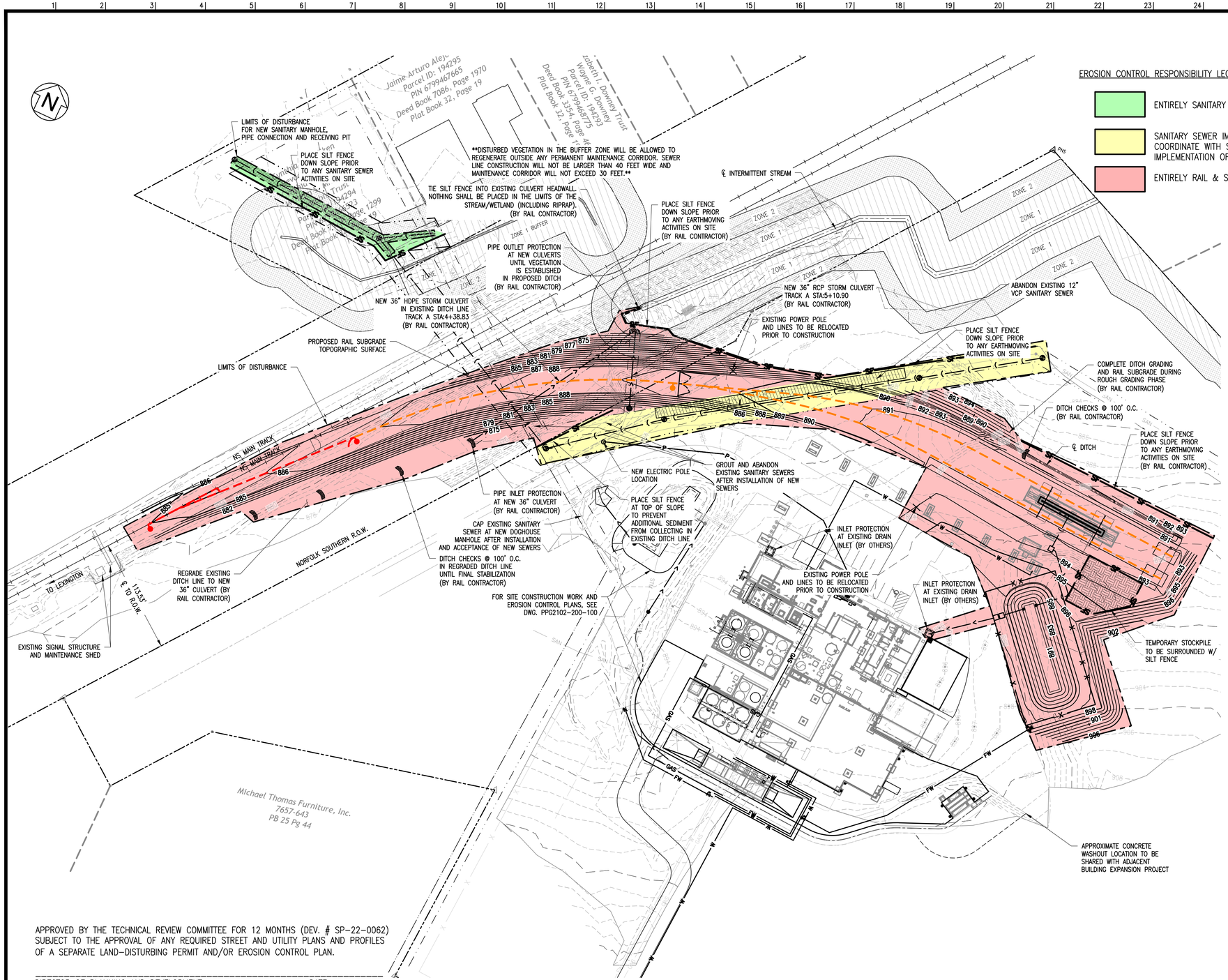
DRAWN	DPZ	10/28/25
DESIGN	KGC	10/28/25
CHECKED	JLB	10/28/25
DEPT. APPV'L		
PROJ. APPV'L		
CLIENT APPV'L		

PPG
TRAFFIC SOLUTIONS
201 OLD THOMASVILLE ROAD
HIGH POINT, NC

HIGH POINT SANITARY IMPROVEMENTS
CIVIL
CLEARING & GRUBBING PLAN

FILE NAME:	PROJECT NO.	SCALE
San-Clearing and Grubbing Plan	PPG2102	1"=50'

DRAWING NUMBER: PPG2102-200-301
REV. A



EROSION CONTROL RESPONSIBILITY LEGEND

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22. REMOVE EROSION CONTROL MEASURES FROM SITE.

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DISTURBED AREA NORR LAND: 0.88 AC
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TOTAL UNDISTURBED AREA: 15.01 AC

% OF AREA DISTURBED: 17.6%

GROUND COVER: BUILDINGS, PAVEMENT, GRAVEL PATHS, GRASS, AND FOREST

% NATURAL OR STABILIZED VEGETATION: 80.0%

AVERAGE SLOPE IN DEVELOPED AREA: 1.0%

BUILT UPON AREA CALCULATION

WATERSHED: YADKIN-PEE DEE
RECEIVING WATERS: KENNEDY MILL CREEK (NON-WATER SUPPLY, CLASS C)

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TOTAL EXISTING BUA (INCLUDING ENTRANCE DRIVEWAY): 1.41 AC (61,257 SF)

NET EFFECTIVE AREA: 16.80 AC

PROPOSED BUA INCREASE (RAIL PREVIOUSLY INCLUDED): 1.64 AC (71,378 SF)

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TOTAL BUA %: 16.7%

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- EXISTING NS TRACK
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- PROPERTY LINE / R.O.W.
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*WORK WITH SITE AND BUILDING DRAWING PACKAGED DESCRIBED ON PPG2102-200-000.

middlough

NO.	REVISIONS	DATE	BY	CKD.	DEPT. APPROVAL	PROJECT APPROVAL	CLIENT APPROVAL
A	ISSUED FOR BID	11/03/25	DPZ	KGC		JLB	

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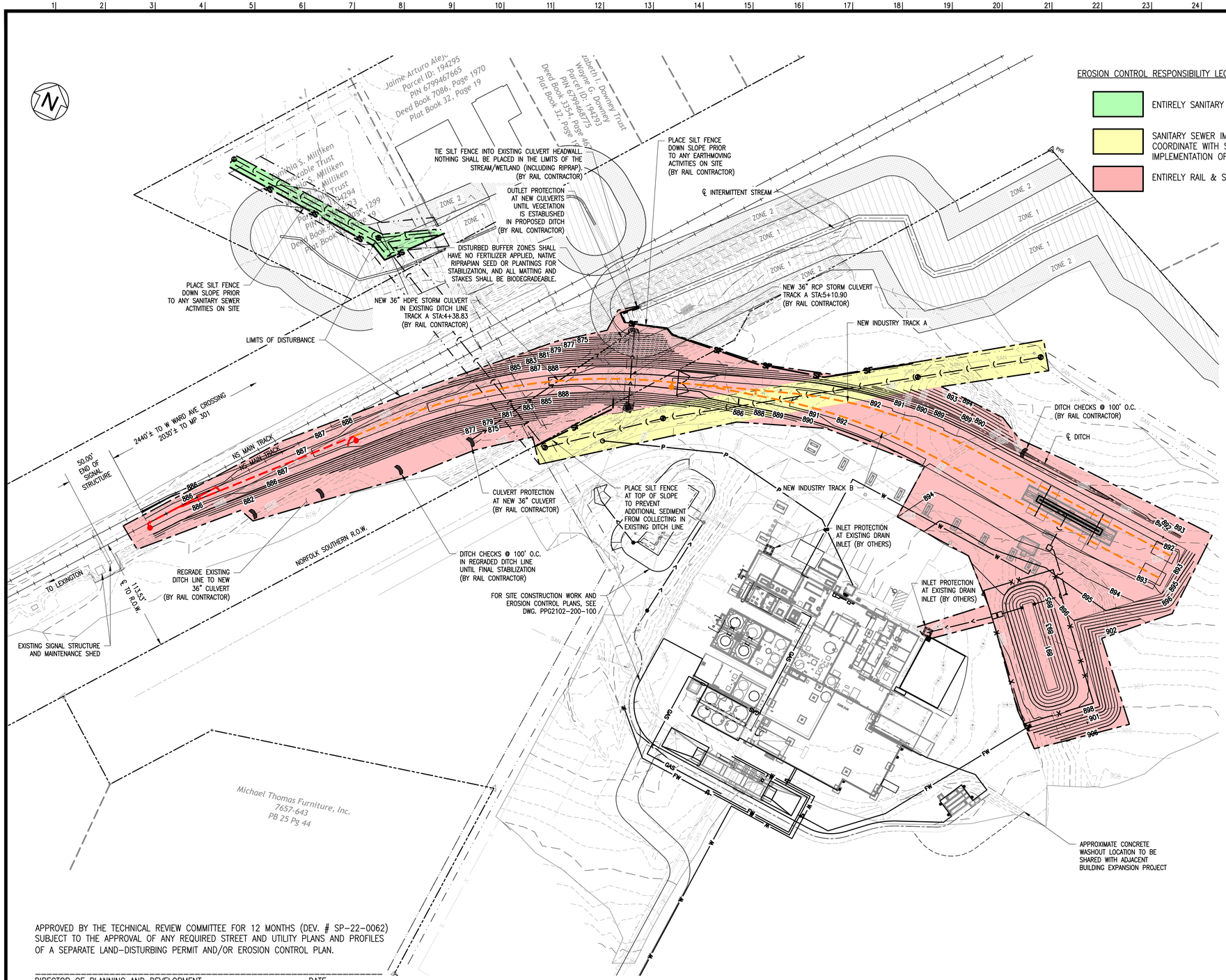
PPG
TRAFFIC SOLUTIONS
201 OLD THOMASVILLE ROAD
HIGH POINT, NC

HIGH POINT SANITARY IMPROVEMENTS
CIVIL
ROUGH GRADING EROSION CONTROL PLAN

FILE NAME: San-Rough Grading Plan
PROJECT NO. PPG2102
SCALE 1"=50'
DRAWING NUMBER PPG2102-200-302
REV. A



EROSION CONTROL RESPONSIBILITY LEGEND

- ENTIRELY SANITARY SEWER IMPROVEMENTS CONTRACTOR
- SANITARY SEWER IMPROVEMENTS CONTRACTOR SHALL COORDINATE WITH SITE & RAIL CONTRACTORS ON IMPLEMENTATION OF EROSION CONTROL WITHIN THIS AREA.
- ENTIRELY RAIL & SITE IMPROVEMENTS CONTRACTOR

FULL PROJECT SCOPE CONSTRUCTION SEQUENCE

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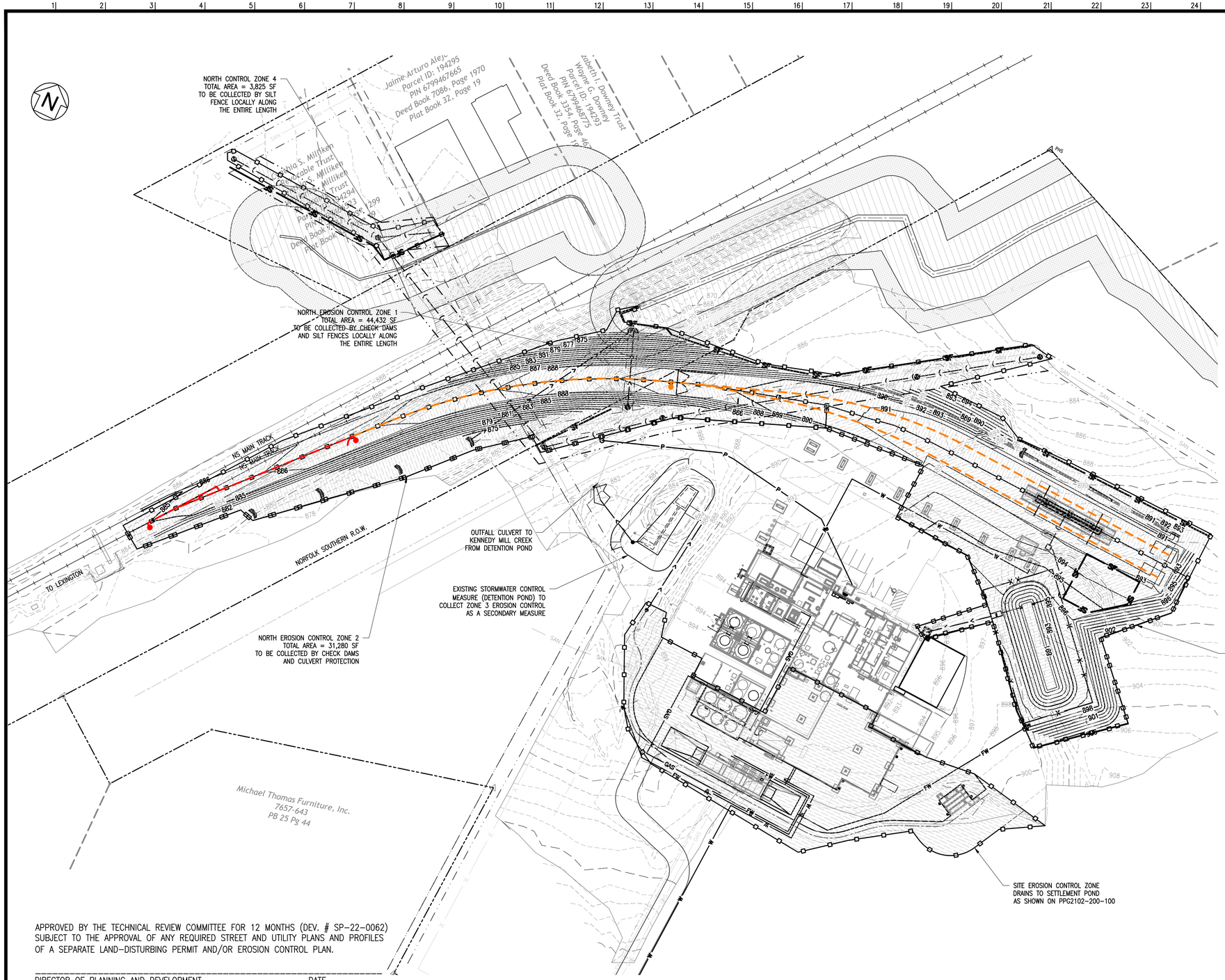
PPG
TRAFFIC SOLUTIONS
201 OLD THOMASVILLE ROAD
HIGH POINT, NC

HIGH POINT SANITARY IMPROVEMENTS
CIVIL
FINAL GRADING EROSION CONTROL PLAN

FILE NAME:	PROJECT NO.	SCALE
San+Final Grading EC Plan	PPG2102	1"=50'

DRAWING NUMBER: PPG2102-200-303
REV.: A



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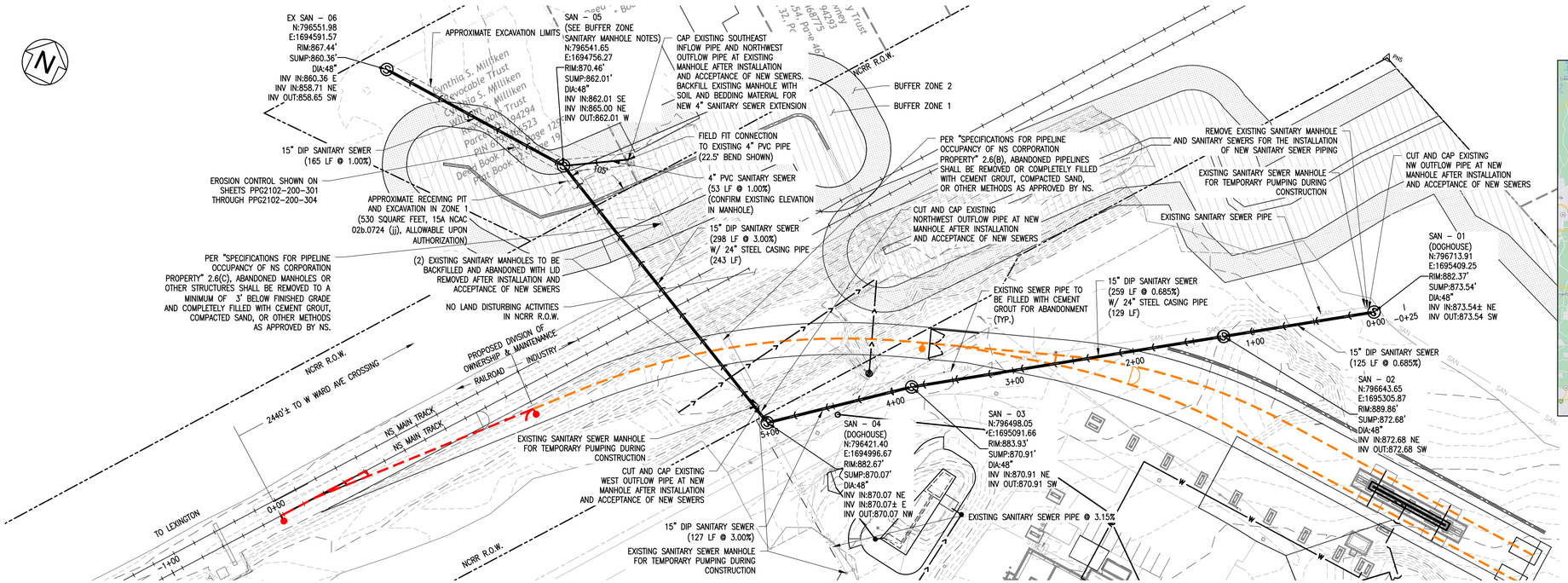
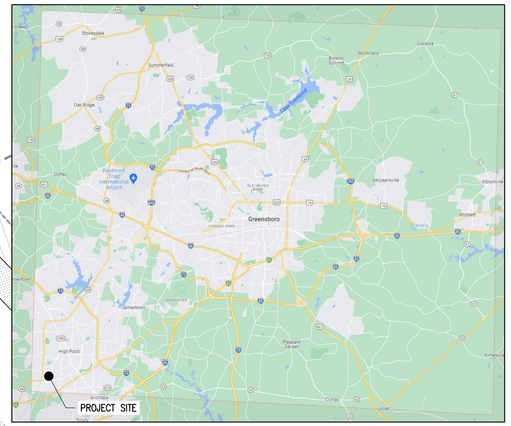
PPG
TRAFFIC SOLUTIONS
201 OLD THOMASVILLE ROAD
HIGH POINT, NC

HIGH POINT SANITARY IMPROVEMENTS
CIVIL
DRAINAGE MAP PLAN

FILE NAME:	PROJECT NO.	SCALE
San-Rough Grading Plan	PPG2102	1"=50'

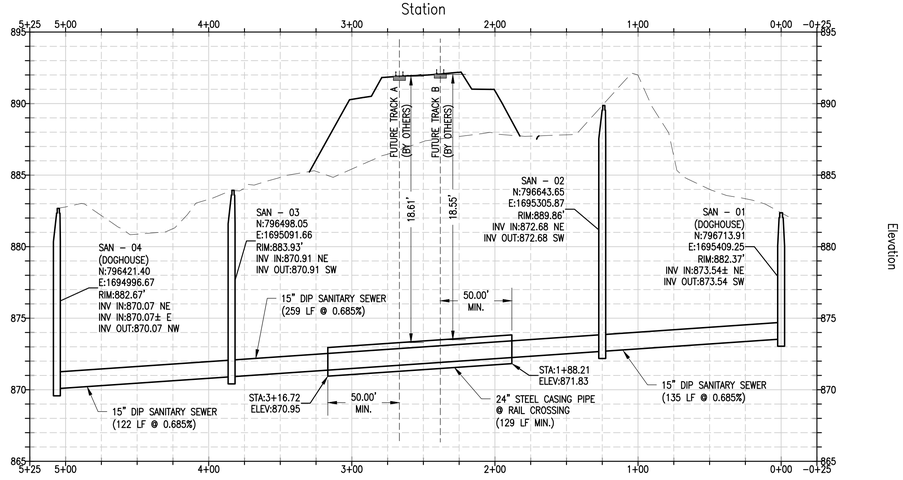
DRAWING NUMBER: PPG2102-200-304
REV. A





LOCATION MAP – GUILFORD COUNTY, NC

Onsite Sanitary Main PROFILE



CASING PIPE NOTES:

1. STEEL CASING PIPE SHALL BE INSTALLED BY BORING OR JACKING UNDER NORFOLK SOUTHERN MAIN TRACKS. STEEL CASING PIPE MAY BE INSTALLED BY OPEN CUT UNDER INDUSTRY TRACK.
2. STEEL PIPE SHALL HAVE A SPECIFIED MINIMUM YIELD STRENGTH OF AT LEAST 35,000 PSI. IT SHALL BE ASTM A252.
3. JOINTS SHALL BE FULLY WELDED AROUND THE COMPLETE CIRCUMFERENCE OF THE PIPE.
4. A 24–INCH STEEL CASING PIPE SHALL HAVE 0.312 INCHES OF NOMINAL THICKNESS IF IT IS CATHODICALLY PROTECTED OR 0.375 INCHES OF NOMINAL THICKNESS FOR UNCOATED AND UNPROTECTED STEEL PIPE.
5. CASING PIPE SHALL HAVE BOTH ENDS OF THE CASING BLOCKED UP IN SUCH A WAY AS TO PREVENT THE ENTRANCE OF FOREIGN MATERIAL BUT ALLOWING LEAKAGE TO PASS IN THE EVENT OF A CARRIER BREAK.

ADDITIONAL PIPELINE NOTES:

1. DUCTILE IRON PIPE SHALL BE ANSI A21.51 OR AWWA C151.
2. PIPELINE SHALL BE PROMINENTLY MARKED AT THE NORFOLK SOUTHERN R.O.W. BY DURABLE, WEATHERPROOF SIGNS WHICH DISPLAY THE FOLLOWING:
   - 2.1. NAME AND ADDRESS OF OWNER (CITY OF HIGH POINT)
   - 2.2. CONTENTS OF PIPE (SANITARY SEWAGE)
   - 2.3. PRESSURE IN PIPE (0 PSI)
   - 2.4. PIPE DEPTH BELOW GRADE AT POINT OF SIGN
   - 2.5. EMERGENCY TELEPHONE NUMBER IN EVENT OF PIPE RUPTURE.

PIPE DATA:
CONTENTS TO BE HANDLED: SEWAGE
MAXIMUM ALLOWABLE OPERATING PRESSURE: ATMOSPHERIC
NOMINAL SIZE OF PIPE: 24" CASING & 15" CARRIER
WALL THICKNESS: CASING PIPE – 0.375" (UNCOATED)
MATERIAL: CASING PIPE – STEEL & CARRIER PIPE – DUCTILE IRON
SPECIFICATION: CASING PIPE – ASTM A252 & CARRIER PIPE – AWWA C151
GRADE OR CLASS: CASING PIPE – 35,000 PSI & DUCTILE IRON – CLASS 250 PSI

BUFFER ZONE SANITARY MANHOLE NOTES:

1. MANHOLES SHALL BE PROVIDED WITH A WATERTIGHT FRAME AND COVER WITH GASKET.
2. ALL MANHOLE SEAMS SHALL BE EXTERNALLY TAPED/SEALED.
3. MANHOLES SHALL BE PROVIDED WITH A FULL WATERPROOF INTERIOR COATING/LINING.
4. WATERTIGHT PIPE CONNECTIONS SHALL BE PROVIDED CONSISTING OF A FLEXIBLE RUBBER BOOT OR COMPRESSION TYPE CONNECTOR.
5. ALL MANHOLES SHALL BE TESTED IN ACCORDANCE WITH ASTM C1244 "STANDARD TEST METHOD FOR CONCRETE SEWER MANHOLES BY THE NEGATIVE AIR PRESSURE (VACUUM) TEST PRIOR TO BACKFILL"
6. "DOG HOUSE" TYPE MANHOLES SHALL NOT BE USED.
7. ALL MANHOLES NOT INCLUDED AS PART OF A USACOE 404 PERMIT OR DIVISION 401 CERTIFICATION SHALL MAINTAIN SEPARATION OF NO LESS THAN 10 FEET FROM WETLANDS.

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CONTROL POINT TABLE

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
101	796465.7653	1695398.9780	895.6968	TN – GPS
102	796507.1936	1695098.4974	884.0726	TN – GPS
791	796027.7307	1694497.8191	884.8406	TN – GPS
942	796369.6419	1694843.9667	880.9840	TN – GPS

VERT. SCALE: 1" = 5'
0 5' 10'

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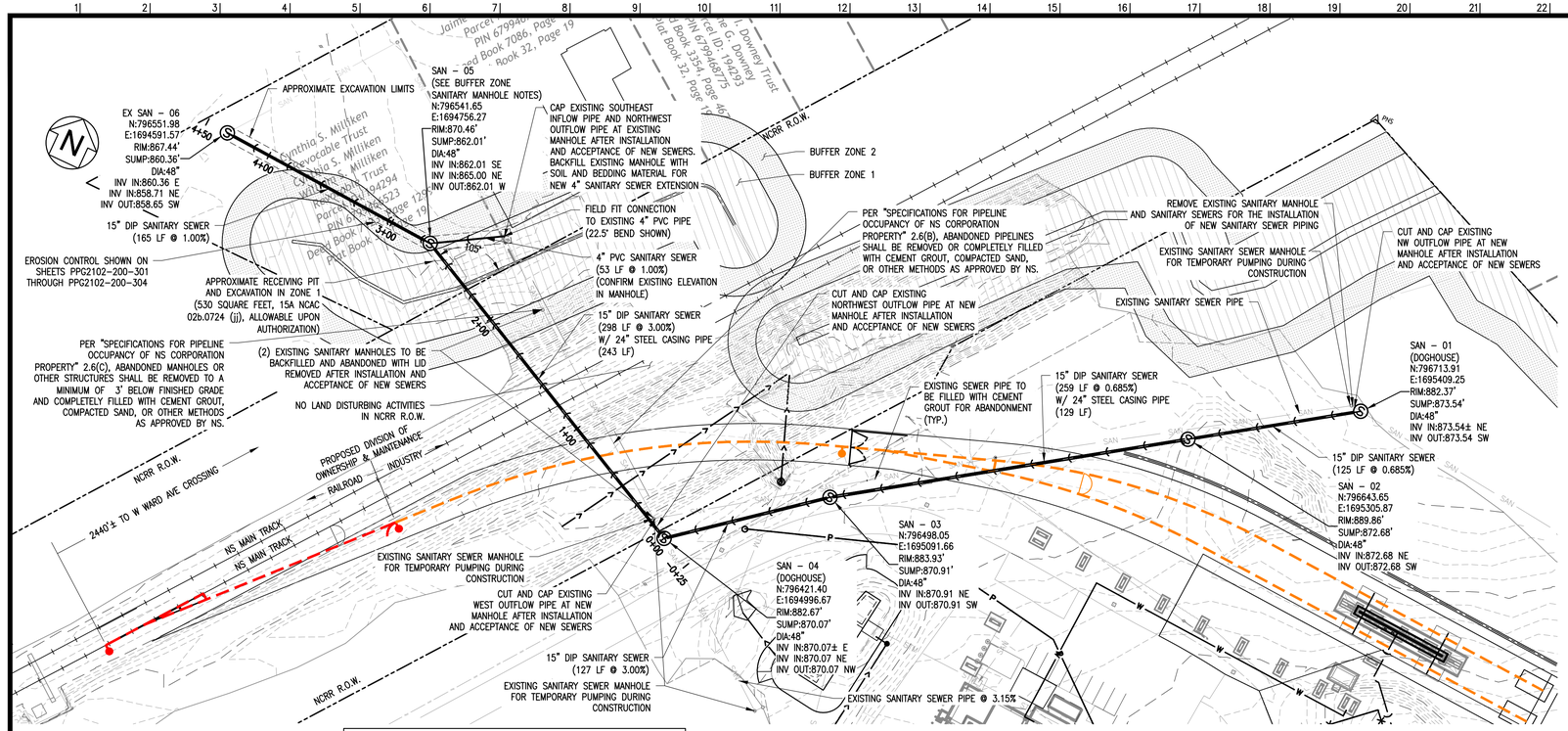
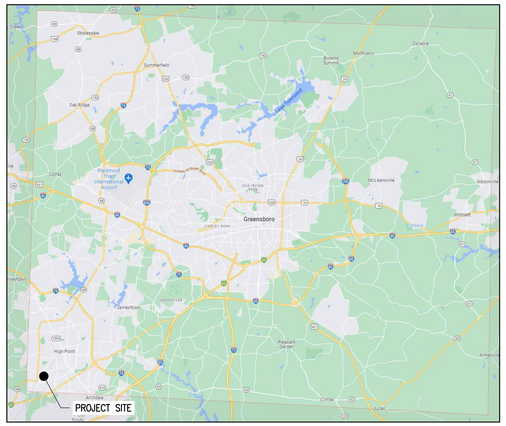
201 OLD THOMASVILLE ROAD
HIGH POINT, NC

HIGH POINT SANITARY IMPROVEMENTS
CIVIL
SANITARY ONSITE PLAN & PROFILE

FILE NAME: San-Sanitary Onsite P&P | PROJECT NO. PPG2102 | SCALE 1"=50'
DRAWING NUMBER: PPG2102-200-305 | REV. A



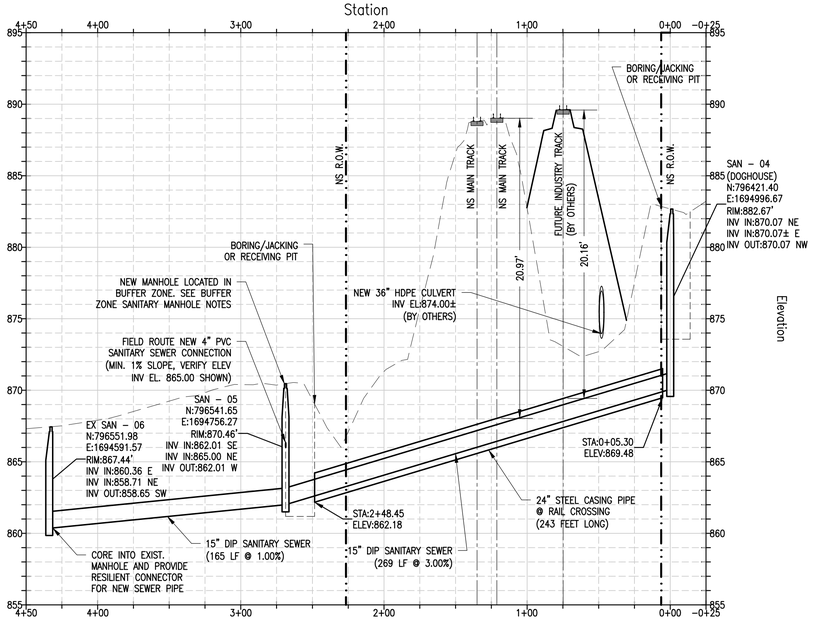


LOCATION MAP – GUILFORD COUNTY, NC

LEGEND

- EXISTING NS TRACK
- FUTURE NS TRACK
- FUTURE INDUSTRY TRACK
- PROPERTY LINE / R.O.W.
- OHU — EXISTING OVERHEAD LINE
- SAN — EXISTING SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED FENCE
- PROPOSED CONTAINMENT SEWER

Offsite Sanitary Main PROFILE



CASING PIPE NOTES:

1. STEEL CASING PIPE SHALL BE INSTALLED BY BORING OR JACKING UNDER NORFOLK SOUTHERN MAIN TRACKS. STEEL CASING PIPE MAY BE INSTALLED BY OPEN CUT UNDER INDUSTRY TRACK.
2. STEEL PIPE SHALL HAVE A SPECIFIED MINIMUM YIELD STRENGTH OF AT LEAST 35,000 PSI. IT SHALL BE ASTM A252.
3. JOINTS SHALL BE FULLY WELDED AROUND THE COMPLETE CIRCUMFERENCE OF THE PIPE.
4. A 24–INCH STEEL CASING PIPE SHALL HAVE 0.312 INCHES OF NOMINAL THICKNESS IF IT IS CATHODICALLY PROTECTED OR 0.375 INCHES OF NOMINAL THICKNESS FOR UNCOATED AND UNPROTECTED STEEL PIPE.
5. CASING PIPE SHALL HAVE BOTH ENDS OF THE CASING BLOCKED UP IN SUCH A WAY AS TO PREVENT THE ENTRANCE OF FOREIGN MATERIAL BUT ALLOWING LEAKAGE TO PASS IN THE EVENT OF A CARRIER BREAK.

ADDITIONAL PIPELINE NOTES:

1. DUCTILE IRON PIPE SHALL BE ANSI A21.51 OR AWWA C151.
2. PIPELINE SHALL BE PROMINENTLY MARKED AT THE NORFOLK SOUTHERN R.O.W. BY DURABLE, WEATHERPROOF SIGNS WHICH DISPLAY THE FOLLOWING:
   - 2.1. NAME AND ADDRESS OF OWNER (CITY OF HIGH POINT)
   - 2.2. CONTENTS OF PIPE (SANITARY SEWAGE)
   - 2.3. PRESSURE IN PIPE (0 PSI)
   - 2.4. PIPE DEPTH BELOW GRADE AT POINT OF SIGN
   - 2.5. EMERGENCY TELEPHONE NUMBER IN EVENT OF PIPE RUPTURE.

PIPE DATA:
CONTENTS TO BE HANDLED: SEWAGE
MAXIMUM ALLOWABLE OPERATING PRESSURE: ATMOSPHERIC
NOMINAL SIZE OF PIPE: 24" CASING & 15" CARRIER
WALL THICKNESS: CASING PIPE – 0.375" (UNCOATED)
MATERIAL: CASING PIPE – STEEL & CARRIER PIPE – DUCTILE IRON
SPECIFICATION: CASING PIPE – ASTM A252 & CARRIER PIPE – AWWA C151
GRADE OR CLASS: CASING PIPE – 35,000 PSI & DUCTILE IRON – CLASS 250 PSI

BUFFER ZONE SANITARY MANHOLE NOTES:

1. MANHOLES SHALL BE PROVIDED WITH A WATERTIGHT FRAME AND COVER WITH GASKET.
2. ALL MANHOLE SEAMS SHALL BE EXTERNALLY TAPED/SEALED.
3. MANHOLES SHALL BE PROVIDED WITH A FULL WATERPROOF INTERIOR COATING/LINING.
4. WATERTIGHT PIPE CONNECTIONS SHALL BE PROVIDED CONSISTING OF A FLEXIBLE RUBBER BOOT OR COMPRESSION TYPE CONNECTOR.
5. ALL MANHOLES SHALL BE TESTED IN ACCORDANCE WITH ASTM C1244 "STANDARD TEST METHOD FOR CONCRETE SEWER MANHOLES BY THE NEGATIVE AIR PRESSURE (VACUUM) TEST PRIOR TO BACKFILL"
6. "DOG HOUSE" TYPE MANHOLES SHALL NOT BE USED.
7. ALL MANHOLES NOT INCLUDED AS PART OF A USACOE 404 PERMIT OR DIVISION 401 CERTIFICATION SHALL MAINTAIN SEPARATION OF NO LESS THAN 10 FEET FROM WETLANDS.

CONTROL POINT TABLE

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
101	796465.7653	1695398.9780	895.6968	TN – GPS
102	796507.1936	1695098.4974	884.0726	TN – GPS
791	796027.7307	1694497.8191	884.8406	TN – GPS
942	796369.6419	1694843.9667	880.9840	TN – GPS

VERT. SCALE: 1" = 5'
0 5' 10'

I, _____, ACCEPT THIS SUBMISSION AS MY PLAN OF DEVELOPMENT AND AGREE TO INSTALL ALL REQUIRED IMPROVEMENTS AND COMPLY WITH THE CONDITIONS OF APPROVAL.

_____
OWNER/DEVELOPER DATE

ALL NEW CONSTRUCTION SITES SHALL PROVIDE ADEQUATE DRAINAGE FROM THE BUILDING FOUNDATION. FOR RESIDENTIAL CONSTRUCTION THE GRADE SHALL SLOPE A MINIMUM OF 6 INCHES WITHIN THE FIRST 10 FEET FROM THE FOUNDATION AS REFERENCED IN NC STATE BUILDING CODE. ADEQUATE DRAINAGE SHALL ALSO BE PROVIDED FOR NEW COMMERCIAL CONSTRUCTION IN COMPLIANCE WITH THE NC STATE BUILDING CODE.

*WORK WITH SITE AND BUILDING DRAWING PACKAGED DESCRIBED ON PPG2102–200–000.

NO.	REVISIONS	DATE	BY	CKD.	DEPT. APPROVAL	PROJECT APPROVAL	CLIENT APPROVAL
A	ISSUED FOR BID	11/03/25	DPZ	KGC		JLB	

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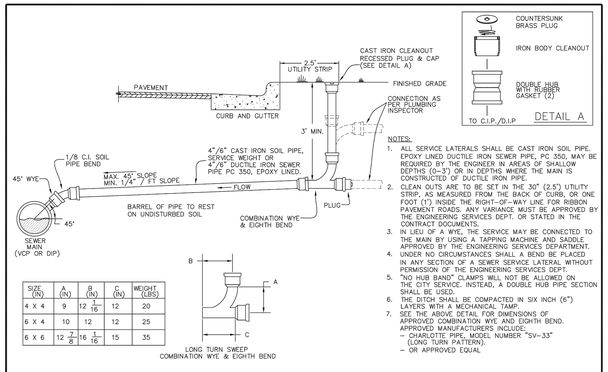
DRAWN	DPZ	10/28/25
DESIGN	KGC	10/28/25
CHECKED	JLB	10/28/25
DEPT. APPV'L		
PROJ. APPV'L		
CLIENT APPV'L		

PPG TRAFFIC SOLUTIONS
201 OLD THOMASVILLE ROAD
HIGH POINT, NC

HIGH POINT SANITARY IMPROVEMENTS
CIVIL
SANITARY OFFSITE PLAN & PROFILE

FILE NAME:	PROJECT NO.	SCALE
San-Sanitary Offsite P&P	PPG2102	1"=50'

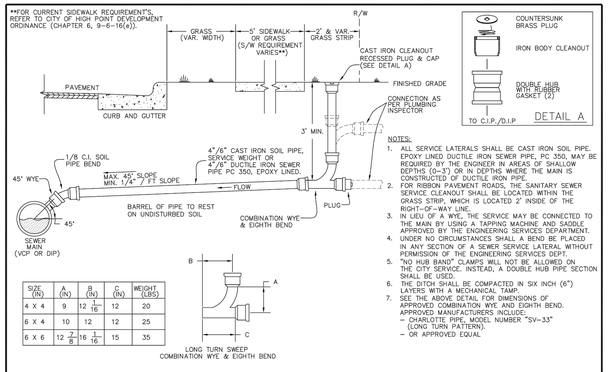
DRAWING NUMBER: PPG2102-200-306
REV. A



SIZE (IN)	A (IN)	B (IN)	C (IN)	WEIGHT (LBS)
4 X 4	9	12 1/16	12	20
6 X 4	10	12	12	25
6 X 6	12 7/8	12 1/16	15	35

NOTES:
1. ALL SERVICE LATERALS SHALL BE CAST IRON SOIL PIPE. EPOXY LINED DUCTILE IRON SEWER PIPE, PC 350, MAY BE REQUIRED BY THE ENGINEER IN AREAS OF SHALLOW DEPTHS (0–3') OR IN DEPTHS WHERE THE MAIN IS CONSTRUCTED OF DUCTILE IRON PIPE.
2. CLEAN OUTS ARE TO BE SET IN THE 30" (2.5') UTILITY STRIP, AS MEASURED FROM THE BACK OF CURB, OR ONE FOOT (1') INSIDE THE RIGHT–OF–WAY LINE FOR RIBBON PAVEMENT ROADS. ANY VARIANCE MUST BE APPROVED BY THE ENGINEERING SERVICES DEPT. OR STATED IN THE CONTRACT DOCUMENTS.
3. IN LIEU OF A WYE, THE SERVICE MAY BE CONNECTED TO THE MAIN BY USING A TAPPING MACHINE AND SADDLE APPROVED BY THE ENGINEERING SERVICES DEPARTMENT.
4. UNDER NO CIRCUMSTANCES SHALL A BEND BE PLACED IN ANY SECTION OF A SEWER SERVICE LATERAL WITHOUT PERMISSION OF THE ENGINEERING SERVICES DEPT.
5. "NO HUB BAND" CLAMPS WILL NOT BE ALLOWED ON THE CITY SERVICE. INSTEAD, A DOUBLE HUB PIPE SECTION SHALL BE USED.
6. THE DITCH SHALL BE COMPACTED IN SIX INCH (6") LAYERS WITH A MECHANICAL TAMP.
7. SEE THE ABOVE DETAIL FOR DIMENSIONS OF APPROVED COMBINATION WYE AND EIGHTH BEND. APPROVED MANUFACTURERS INCLUDE:
   – CHARLOTTE PIPE, MODEL NUMBER "SV–33" (LONG TURN PATTERN).
   – OR APPROVED EQUAL.

CITY OF HIGH POINT NORTH CAROLINA ENGINEERING SERVICES DEPARTMENT	ISSUED 5–3–07 / REVISIONS	STANDARD DRAWING FOR SANITARY SEWER SERVICE (REHAB) FOR VCP AND DIP SANITARY MAINS	SER_CI_RHB.DWG 320.00
APPROVED MAY 3, 2007 DIRECTOR			SHEET 1 OF 1



SIZE (IN)	A (IN)	B (IN)	C (IN)	WEIGHT (LBS)
4 X 4	9	12 1/16	12	20
6 X 4	10	12	12	25
6 X 6	12 7/8	12 1/16	15	35

NOTES:
1. ALL SERVICE LATERALS SHALL BE CAST IRON SOIL PIPE. EPOXY LINED DUCTILE IRON SEWER PIPE, PC 350, MAY BE REQUIRED BY THE ENGINEER IN AREAS OF SHALLOW DEPTHS (0–3') OR IN DEPTHS WHERE THE MAIN IS CONSTRUCTED OF DUCTILE IRON PIPE.
2. FOR RIBBON PAVEMENT ROADS, THE SANITARY SEWER SERVICE CLEANOUT SHALL BE LOCATED WITHIN THE GRASS STRIP, WHICH IS LOCATED 2' INSIDE OF THE RIGHT–OF–WAY LINE.
3. IN LIEU OF A WYE, THE SERVICE MAY BE CONNECTED TO THE MAIN BY USING A TAPPING MACHINE AND SADDLE APPROVED BY THE ENGINEERING SERVICES DEPARTMENT.
4. UNDER NO CIRCUMSTANCES SHALL A BEND BE PLACED IN ANY SECTION OF A SEWER SERVICE LATERAL WITHOUT PERMISSION OF THE ENGINEERING SERVICES DEPT.
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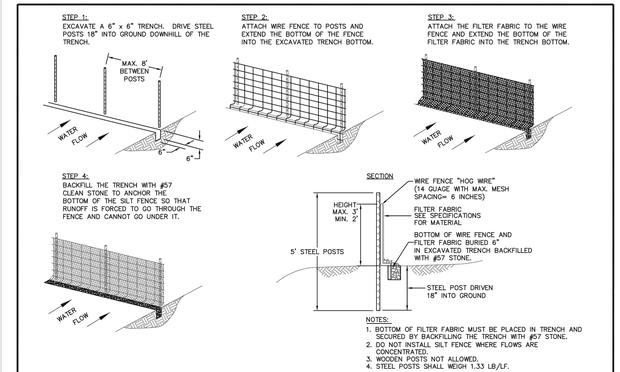
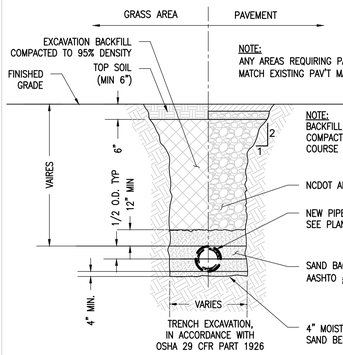
   – CHARLOTTE PIPE, MODEL NUMBER "SV–33" (LONG TURN PATTERN).
   – OR APPROVED EQUAL.

CITY OF HIGH POINT NORTH CAROLINA ENGINEERING SERVICES DEPARTMENT	ISSUED 5–3–07 / REVISIONS	STANDARD DRAWING FOR SANITARY SEWER SERVICE (NEW) FOR VCP AND DIP SANITARY MAINS	SER_CI_NEW.DWG 330.00
APPROVED MAY 3, 2007 DIRECTOR			SHEET 1 OF 1



NOTES:
1. BOTTOM OF FILTER FABRIC MUST BE PLACED IN TRENCH AND SECURED BY BACKFILLING THE TRENCH WITH #57 STONE.
2. DO NOT INSTALL SILT FENCE WHERE FLOWS ARE CONCENTRATED.
3. WOODEN POSTS NOT ALLOWED.
4. STEEL POSTS SHALL WEIGH 1.33 LB/LF.

CITY OF HIGH POINT NORTH CAROLINA ENGINEERING SERVICES DEPARTMENT	ISSUED 2–17–09 / REVISIONS	STANDARD DRAWING FOR TEMPORARY SILT FENCE FOR EROSION CONTROL	SILTFENCE.DWG 600.00
APPROVED FEBRUARY 17, 2009 DIRECTOR			SHEET 1 OF 1

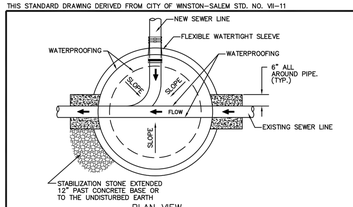


NOTE:
ANY AREAS REQUIRING PAV'T REPLACEMENT SHALL MATCH EXISTING PAV'T MATERIALS AND THICKNESS

NOTE:
BACKFILL THROUGH PAVEMENT AREAS SHALL BE COMPACTED NCDOT ABC MIX AGGREGATE BASE COURSE TO PAVEMENT SUB–BASE LEVEL

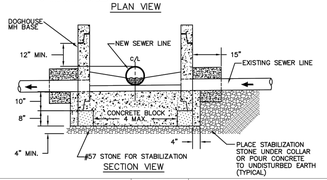
1 PIPE BEDDING
SCALE: 1/2" = 1'–0"

THIS STANDARD DRAWING DERIVED FROM CITY OF WINSTON–SALEM STD. NO. VII–11



PLAN VIEW

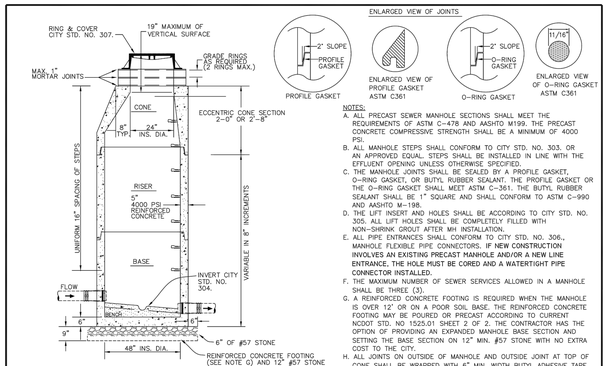
INSTALLATION PROCEDURES
1. PLACE DOGHOUSE MH BASE IN WET CONCRETE (4000 PSI).
2. AFTER CONCRETE SETS, CORE HOLE & SET NEW SEWER LINE.
3. CUT OUT TOP HALF OF EXISTING PIPE. FINISH INVERTS & WATERPROOF ALL COLD JOINTS & AROUND ALL PIPE.
4. POUR CONCRETE COLLARS.



SECTION VIEW

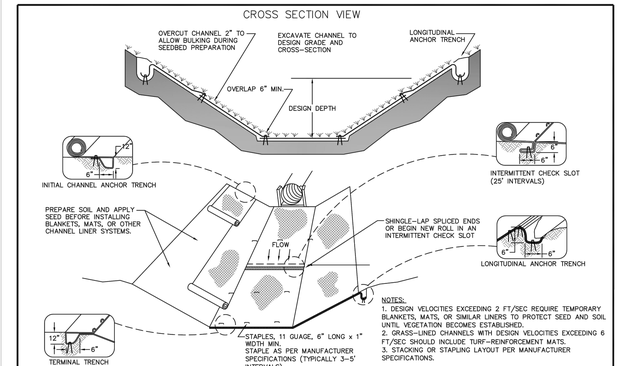
NOTES:
A. ALL STANDARD SEWER MANHOLE SECTIONS SHALL MEET THE REQUIREMENTS OF CITY STD. NO. 300 OR 301.
B. CONCRETE COMPRESSIVE STRENGTH SHALL BE A MINIMUM OF 4000 PSI UNLESS OTHERWISE NOTED.
C. DOGHOUSE MH BASE TO SIT OVER EXISTING LINE.
D. PROPOSED SEWER LINE SHALL BE CORED ON SITE. FLEXIBLE CONNECTION SLEEVES WILL BE REQUIRED.
E. **A DOGHOUSE MANHOLE SHALL BE USED ONLY WITH SPECIAL PERMISSION FROM THE ENGINEERING SERVICES DEPARTMENT.**

CITY OF HIGH POINT NORTH CAROLINA ENGINEERING SERVICES DEPARTMENT	ISSUED 5–3–07 / REVISIONS 9–15–10	STANDARD DRAWING FOR "DOGHOUSE" MANHOLE FOR PROPOSED MANHOLES BUILT OVER EXISTING LINES	MH_HORSE.DWG 312.00
APPROVED MAY 3, 2007 DIRECTOR			SHEET 1 OF 1



NOTES:
A. ALL PRECAST SEWER MANHOLE SECTIONS SHALL MEET THE REQUIREMENTS OF ASTM C–478 AND AASHTO M199. THE PRECAST CONCRETE COMPRESSIVE STRENGTH SHALL BE A MINIMUM OF 4000 PSI.
B. ALL MANHOLE STEPS SHALL CONFORM TO CITY STD. NO. 303, OR AN APPROVED EQUAL. STEPS SHALL BE INSTALLED IN LINE WITH THE EFFLUENT OPENING UNLESS OTHERWISE SPECIFIED.
C. THE MANHOLE JOINTS SHALL BE SEALED BY A PROFILE GASKET, O–RING GASKET, OR BUTYL RUBBER SEALANT. THE PROFILE GASKET OR THE O–RING GASKET SHALL MEET ASTM C–361. THE BUTYL RUBBER SEALANT SHALL BE 1" SQUARE AND SHALL CONFORM TO ASTM C–990 AND AASHTO M–198.
D. THE LIFT INSERT AND HOLES SHALL BE ACCORDING TO CITY STD. NO. 305. ALL LIFT HOLES SHALL BE COMPLETELY FILLED WITH NON–SHRINK GROUT AFTER MH INSTALLATION.
E. ALL PIPE ENTRANCES SHALL CONFORM TO CITY STD. NO. 306., MANHOLE FLEXIBLE PIPE CONNECTORS. IF NEW CONSTRUCTION INVOLVES AN EXISTING PRECAST MANHOLE AND/OR A NEW LINE ENTRANCE, THE HOLE MUST BE CORED AND A WATERTIGHT PIPE CONNECTOR INSTALLED.
F. THE MAXIMUM NUMBER OF SEWER SERVICES ALLOWED IN A MANHOLE SHALL BE THREE (3).
G. A REINFORCED CONCRETE FOOTING IS REQUIRED WHEN THE MANHOLE IS OVER 12' OR ON A POOR SOIL BASE. THE REINFORCED CONCRETE FOOTING MAY BE POURED OR PRECAST ACCORDING TO CURRENT NCDOT STD. NO 1525.01 SHEET 2 OF 2. THE CONTRACTOR HAS THE OPTION OF PROVIDING AN EXPANDED MANHOLE BASE SECTION AND SETTING THE BASE SECTION ON 12" MIN. #57 STONE WITH NO EXTRA COST TO THE CITY.
H. ALL JOINTS ON OUTSIDE OF MANHOLE AND OUTSIDE JOINT AT TOP OF CONE SHALL BE WRAPPED WITH 6" MIN. WIDTH BUTYL ADHESIVE TAPE.

CITY OF HIGH POINT NORTH CAROLINA ENGINEERING SERVICES DEPARTMENT	ISSUED 5–3–07 / REVISIONS	STANDARD DRAWING FOR 4' DIAMETER SANITARY MANHOLE FOR SANITARY SEWER MAINS LESS THAN 21"	MH_48DIA.DWG 300.00
APPROVED MAY 3, 2007 DIRECTOR			SHEET 1 OF 1



NOTES:
1. DESIGN VELOCITIES EXCEEDING 2 FT/SEC REQUIRE TEMPORARY BLANKETS, MATS, OR SIMILAR LINERS TO PROTECT SEED AND SOIL UNTIL VEGETATION BECOMES ESTABLISHED.
2. GRASS–LINED CHANNELS WITH DESIGN VELOCITIES EXCEEDING 6 FT/SEC SHOULD INCLUDE TURF–REINFORCEMENT MATS.
3. STACKING OR STAPLING LAYOUT PER MANUFACTURER SPECIFICATIONS.

CITY OF HIGH POINT NORTH CAROLINA ENGINEERING SERVICES DEPARTMENT	ISSUED 2–17–09 / REVISIONS	STANDARD DRAWING FOR DRAINAGE DITCH STABILIZATION FOR GRASS CHANNELS WITH EROSION CONTROL LINER	DR_DIT_STA2.DWG 604.01
APPROVED FEBRUARY 17, 2009 DIRECTOR			SHEET 1 OF 1

PLANTS & MIXTURES	RATES/ACRE	PLANTING DATES
TALL FESCUE	120 LBS.	1. AUG. 15 – OCT. 2. FEB. 15 – APR. 15
TALL FESCUE AND RED FESCUE	30 LBS. 20 LBS.	1. AUG. 15 – OCT. 2. FEB. 15 – APR. 15
TALL FESCUE AND SERICEA LESPEDEZA (UNSCARIFIED)	80 LBS. 30 LBS.	1. AUG. 15–OCT.
TALL FESCUE AND BROWN TOP MILLET	100 LBS. 30 LBS.	JULY 15 – AUG.
TALL FESCUE AND WINTER RYE GRAIN (NOT RYEGRASS)	90 LBS. 25 LBS.	NOV. – JAN.
WEEPING LOVEGRASS AND SERICEA LESPEDEZA (SCARIFIED)	5 LBS. 40 LBS.	MAR. 15 – JUNE 15
COMMON BERMUDA GRASS	10 LBS. (HULLED) 10 LBS. (UNHULLED)	1. APR. 15 – JUNE 30 2. FEB. – MAR.

SEEDBED PREPARATION:
1. INSTALL SURFACE WATER CONTROL MEASURES ACCORDING TO PLAN.
2. AREAS TO BE SEEDED SHALL BE RIPPED AND SPREAD WITH AVAILABLE TOP SOIL 3" DEEP. TOTAL SEEDBED PREPARATION DEPTH SHALL BE 4" TO 6" DEEP.
3. LOOSE ROCKS, ROOTS AND OTHER OBSTRUCTIONS LARGER THAN 12" SHALL BE REMOVED FROM THE SURFACE SO THEY WILL NOT INTERFERE WITH ESTABLISHMENT AND MAINTENANCE OF VEGETATION. LEAVE SURFACE IN "MOWABLE CONDITION".
4. IF NO SOIL TEST IS PERFORMED, APPLY 2 TONS OF FINELY GROUND DOLOMITIC LIMESTONE PER ACRE, 800 POUNDS OF SUPER PHOSPHATE OR EQUIVALENT PER ACRE, AND 1,000 POUNDS OF 10–10–10 FERTILIZER PER ACRE. LIME, SUPER PHOSPHATE, AND FERTILIZER SHALL BE APPLIED UNIFORMLY AND MIXED WITH THE SOIL DURING STEP TWO ABOVE.
5. APPLY MULCH (GRAIN STRAW) AT A RATE OF 5,000 POUNDS (2.5 TONS) PER ACRE.

CITY OF HIGH POINT NORTH CAROLINA ENGINEERING SERVICES DEPARTMENT	ISSUED 2–17–09 / REVISIONS	STANDARD DRAWING FOR SEEDING SPECIFICATIONS FOR THE CITY OF HIGH POINT	SEEDSPEC.DWG 612.00
APPROVED FEBRUARY 17, 2009 DIRECTOR			SHEET 1 OF 1

REQUIRED GROUND STABILIZATION TIMEFRAMES		
SITE AREA DESCRIPTION	STABILIZE WITHIN THIS MANY MANY CALENDAR DAYS AFTER CEASING LAND DISTURBANCE	TIMEFRAME VARIATIONS
PERIMETER DIKES, SWALES, DITCHES, AND PERIMETER SLOPES	7	NONE
HIGH QUALITY WATER (HQW) ZONES	7	NONE
SLOPES STEEPER THAN 3:1	7	IF SLOPES ARE 10' OR LESS IN LENGTH AND ARE NOT STEEPER THAN 2:1, 14 DAYS ARE ALLOWED
SLOPES 3:1 TO 4:1	14	–7 DAYS FOR SLOPES GREATER THAN 50' IN LENGTH AND WITH SLOPES STEEPER THAN 4:1 –7 DAYS FOR PERIMETER DIKES, SWALES, DITCHES, PERMIETER SLOPES AND HQW ZONES –10 DAYS FOR FALLS LAKE WATERSHED
AREAS WITH SLOPES FLATTER THAN 4:1	14	–7 DAYS FOR PERIMETER DIKES, SWALES, DITCHES, PERIMETER SLOPES AND HQW ZONES –10 DAYS FOR FALLS LAKE WATERSHED

I, _____, ACCEPT THIS SUBMISSION AS MY PLAN OF DEVELOPMENT AND AGREE TO INSTALL ALL REQUIRED IMPROVEMENTS AND COMPLY WITH THE CONDITIONS OF APPROVAL.

_____

OWNER/DEVELOPER DATE

ALL NEW CONSTRUCTION SITES SHALL PROVIDE ADEQUATE DRAINAGE FROM THE BUILDING FOUNDATION. FOR RESIDENTIAL CONSTRUCTION THE GRADE SHALL SLOPE A MINIMUM OF 6 INCHES WITHIN THE FIRST 10 FEET FROM THE FOUNDATION AS REFERENCED IN NC STATE BUILDING CODE. ADEQUATE DRAINAGE SHALL ALSO BE PROVIDED FOR NEW COMMERCIAL CONSTRUCTION IN COMPLIANCE WITH THE NC STATE BUILDING CODE.

*WORK WITH SITE AND BUILDING DRAWING PACKAGED DESCRIBED ON PPG2102–200–000.

NO.	REVISIONS	DATE	BY	CKD.	DEPT. APPROVAL	PROJECT APPROVAL	CLIENT APPROVAL
1	ISSUED FOR BID	10/28/25	DPZ	KGC		JLB	

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DRAWN	DPZ	10/28/25
DESIGN	KGC	10/28/25
CHECKED	JLB	10/28/25
DEPT. APPV'L		
PROJ. APPV'L		
CLIENT APPV'L		

PPG
TRAFFIC SOLUTIONS
201 OLD THOMASVILLE ROAD
HIGH POINT, NC

HIGH POINT SANITARY IMPROVEMENTS
CIVIL
SANITARY DETAILS

FILE NAME:	PROJECT NO.	SCALE
San-Sanitary Details	PPG2102	N/A

DRAWING NUMBER: PPG2102-200-307 REV. A

CITY OF HIGH POINT
AGENDA ITEM

TITLE: **Consideration of a Task Order with Black & Veatch International Company**

FROM:
Robby Stone
Public Services Director

MEETING DATE:
December 15, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Scope of Services

PURPOSE: To approve a task order with Black & Veatch International for professional engineering services to perform an evaluation of the Green Leaf Filters, Super Pulsator, jar testing for PFAS removal and site planning at Ward Water Treatment Plant (WTP). The City has a master agreement for professional services with Black & Veatch International.

BACKGROUND: The City of High Point (City) owns and operates Ward WTP. Ward WTP receives raw water from two surface water sources, Oak Hollow and Arnold Koonce City Lake, and is permitted to treat 24 million gallons per day (mgd). The treatment process includes upflow clarification that is performed by a Super Pulsator followed by filtration and disinfection prior to distribution.

Severe corrosion has been noted within the existing Green Leaf Filter building that has impacted operations. The Public Services Department has requested Black & Veatch International to perform a forensic evaluation on the root cause of the corrosion and develop solutions to extend the life of the existing filters. Additional work to be performed includes a condition assessment of the Super Pulsator basins, jar testing to evaluate the addition of powder activated carbon to address PFAS, and preliminary site planning for potential future filters and emerging contaminant treatment structures to provide resiliency in operations and planning to address future regulatory requirements.

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

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a task order with Black & Veatch International Company in the amount of $660,000 for professional engineering services and authorize the appropriate City Official(s) to execute all necessary documents.

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ATTACHMENT A
SCOPE OF SERVICES

Owner: City of High Point (City)
Project: Ward WTP Filter Evaluation and Site Planning

The City of High Point (City) owns and operates the Frank L. Ward Water Treatment Plant (Ward WTP). The Ward WTP receives raw water from two surface water sources; Oak Hollow and Arnold Koonce City Lake, and is sized to treat 24 million gallons per day (mgd). The treatment process includes SuperPulsator clarification followed by filtration and disinfection prior to distribution.

Severe corrosion has been noted within the existing Greenleaf filter building that has impacted operations. The City has requested Engineer to perform a forensic evaluation on the root cause of the corrosion and develop solutions to extend the life of the existing filters. Further the City has requested condition assessment of the SuperPulsator basins, jar testing to evaluate PAC addition to address PFAS, and preliminary site planning for potential future filters/GAC basins to provide resiliency in operations and planning to address future regulatory requirements.

The Scope of Services is anticipated to be performed as follows:

Greenleaf Filter Assessment	January 2026 – March 2026
SuperPulsator Basin Assessment	February 2026 – May 2026
PAC Jar Testing and Evaluation	January 2026 – April 2026
Facility Site Planning	April 2026 – May 2026
Preliminary Engineering Report	May 2026 – June 2026

PHASE 100. PROJECT ADMINISTRATION AND COORDINATION

A. Project Administration. Provide administration and management of project. Prepare project management documents which may include budget, schedule, drafting standards, and quality assurance and quality control plan. Review ongoing activities. Monitor schedule and budget. Review progress with Owner on a regular basis. Discuss issues with Owner as they are noted.

B. Progress Meetings.

1. Conduct a project initiation meeting to clarify Owner's requirements for the project; review available data and project organization and staffing; and present initial work plan and schedule.

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2. Participate in informal meetings with Owner to review progress and exchange ideas and information.

3. Conduct periodic progress meetings with Owner to exchange ideas and information; present verbal status reports including estimated completion of tasks; discussion of project issues, and summary of work status. Project meetings are estimated to be monthly.

4. Prepare and distribute the minutes for project meetings. Minutes for the project meetings will include a record of decisions made and why those decisions were made.

C. Regulatory.

1. No meetings with NCDEQ are anticipated.

PHASE 200. GREENLEAF FILTER ASSESSMENT

A. Conduct a forensic evaluation to identify the root cause of corrosion within the existing Greenleaf filter basins. Identify solutions for implementation that would eliminate or lessen the severity of continued corrosion.

B. Conduct condition assessment of the existing Greenleaf filter basins including:

1. Perform a structural and process equipment condition assessment of existing Greenleaf filter equipment and concrete basins.

2. Review the feasibility of replacing the internal structural elements of the filters. Consult manufacturer and work with local contractors to help draw conclusion as to the replacement feasibility.

3. Identify alternatives to extend service life of filter equipment including repair of existing equipment, operational changes, and alternatives for retrofit of existing basins.

C. One (1) trip is assumed for condition assessment site visit. Engineer to work with Owner to develop plan for taking filter center well and basins off-line for inspection. Owner to provide all equipment and personnel required to assist Engineer for entry into basins.

D. Conduct a workshop to present condition assessment results and solutions to reduce corrosion in basin, extend service life of existing equipment, or recommendations for upgrade/replacement of equipment. Based on results of the assessment and workshop, City to decide whether to proceed with upgrade of existing filters or replacement with new filter basins.

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PHASE 300. SUPERPULSATOR BASIN ASSESSMENT

A. Perform a structural and process equipment condition assessment of existing SuperPulsator equipment and concrete basins.

1. Identify process equipment and concrete repairs and/or equipment replacement recommended to extend the service life of the SuperPulsator basins.

2. Prepare drawing markups of basins to document the extent of concrete repairs. Markups to include locations and type of repair recommended for rehabilitation of existing concrete.

B. A total of six (6) trips is assumed for condition assessment site visits. Engineer to work with Owner to develop plan for taking SuperPulsator basins off-line for inspection. Project schedule assumes two weeks between site visits for operations staff to place equipment back into service and prepare the next area for inspection. Owner to provide all equipment and personnel required to assist Engineer for entry into basins.

C. Conduct a workshop to present condition assessment results and recommended concrete repairs.

PHASE 400. POWDER ACTIVATED CARBON (PAC) JAR TESTING AND EVALUATION

Engineer will identify and evaluate through jar testing the viability of PAC products for PFAS removal that have shown positive results at other facilities. The current scope is limited to jar testing of PAC products. The impact to solids handling practices, filter production, disinfection, and chemical dosing may be evaluated in the future based on the testing results.

A. Review available historical PFAS and other available water quality data for the raw water and the WTP finished water. Engineer will identify if available data is sufficient for the next steps of the evaluation outlined herein, and if not, Engineer shall prepare recommendations for additional source water and finished water sampling.

B. Engineer will develop PAC bench-scale testing protocol with input from the Owner and perform bench-scale testing as outlined herein utilizing a subconsultant. The primary intent of testing will be to identify the most effective PAC product and dose to remove contaminants. In addition, the bench-scale testing protocol will also include analyses to evaluate the effects of PAC feed on other source water characteristics (e.g., total organic carbon (TOC), pH, alkalinity, and taste and odor compounds), as well as effects on water treatability based on the existing WTP unit processes.

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C. A total of two (2) raw water samples will be tested.

1. Single source raw water sample from City Lake.

2. Blended raw water sample from City Lake and Oak Hollow Lake. Engineer will consult with City to develop blend ratio for sample based on previous PFAS sampling results, operational considerations, and target treatment goals.

D. Review protocol with Owner and subconsultant, obtain feedback, and finalize protocol.

E. Variables to be evaluated will include up to three (3) PAC products, up to five (5) PAC doses each, and one flow rate (simulating current or future WTP demands). The source waters will be spiked with additional PFAS to improve the resolution of removal data and to assess dose response curves. Final products, doses, and simulated flow rates will be discussed during the preparation of the protocol and approved prior to commencing testing. This equates to up to three (3) rounds of jar testing, each with six (6) jars/testing scenarios running. After the addition of PAC, coagulant will be added, and flocculation time will be simulated based on full-scale conditions at the determined flow rates. Summary tables of the proposed jar testing conditions are included below.

1. Engineer will assist the Owner with sample collection and filling of containers.

2. Engineer will procure all associated PFAS and water quality analytical data services.

F. Lead a workshop with the Owner to review results and determine if any additional testing is required.

G. The PAC Bench-Scale Testing results will be documented in the Engineering Report along with any recommendations for additional testing and submitted to the Owner.

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Table 1: PAC Bench-Scale Testing Evaluation per Raw Water Sample

Spike	Spike with 100 ng/L PFAS Compounds		
Product	PAC A	PAC B	PAC C
Conditions	Coagulation, Flocculation, and Settling Time, Current Flow Rate		
Control	X	X	X
Dose 1	X	X	X
Dose 2	X	X	X
Dose 3	X	X	X
Dose 4	X	X	X
Dose 5	X	X	X

PHASE 500. FACILITY SITE PLANNING FOR NEW FILTERS/GAC BASINS

Engineer will develop a facility site layout to assist the City in planning for future upgrades at the plant. Based on the results of the filter assessment, City to decide in April 2026 whether to upgrade existing filter basins or replace with new filter basins. To address future PFAS treatment requirements, a granular activated carbon (GAC) treatment process has been assumed for development of the facility site layout.

A. Engineer to review existing facility layout, plans, and hydraulics to identify constraints for adding future filter/GAC basins.

B. Engineer to develop preliminary sizing for new GAC basins based on existing information and work at similar facilities.

C. Engineer to identify solutions for integration of potential future filter/GAC basins into existing facility to facilitate operations and maintenance.

D. Develop a single facility site layout to incorporate either new GAC basins or new filters and GAC basins at the plant. Site layout will be developed in PDF format using existing site plans of the Ward WTP.

PHASE 600. PRELIMINARY ENGINEERING REPORT

A. Develop a preliminary engineering report summarizing the results from work performed in Phases 200, 300, and 400.

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B. Conduct a workshop to present the draft preliminary engineering report and obtain comments from the City. The final engineering report incorporating any comments will be submitted to the City.

PHASE 700. SUPPLEMENTAL SERVICES

A. Any work requested by Owner that is not included in one of the items listed in any other phase will be classified as supplemental services.

B. Supplemental services shall include, but are not limited to:

1. Meetings with local, State, or Federal agencies to discuss the project.

2. Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.

3. Changes in the general scope, extent, or character of the project, including, but not limited to:

   a. Changes in size or complexity.

   b. Owner's schedule, design, or character of construction.

   c. Revision of previously accepted studies, reports, design documents, or construction contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, documents, or designs; or are required by any other causes beyond Engineer's control.

4. Permitting or regulatory meeting assistance. Payment of permitting fees.

5. Assistance in financially related transactions for the Project.

6. Coordination of and expenses for trips with Owner to water treatment plants or other facilities to review facility features and operation and maintenance requirements of process equipment proposed for this project.

7. Design or construction contract administration services.

8. Development of Engineer's Estimate of Probable Construction Cost (OPCC) for preliminary site layout or PAC treatment.

9. Rapid small scale column tests (RSSCT).

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ATTACHMENT B

Owner: City of High Point (HP)
Project: Ward WTP Filter Evaluation and Site Planning

COMPENSATION

For services covered by this Contract, the Owner agrees to pay Engineer as follows:

A. For Phase 100 – 600, as defined in Attachment A of the Contract, a lump sum amount of $660,000.00 based on the following lump sum amounts by phase:

   1. Phase 100 – Project Administration and Coordination: $44,000.00
   2. Phase 200 – Greenleaf Filter Assessment: $115,000.00
   3. Phase 300 – SuperPulsator Basin Assessment: $267,000.00
   4. Phase 400 – PAC Jar Testing and Evaluation: $113,000.00
   5. Phase 500 – Preliminary Facility Site Planning: $62,000.00
   6. Phase 600 – Preliminary Engineering Report: $59,000.00

B. For Phase 700 - Supplemental Services, as defined in Attachment A of the Contract, Owner and Engineer will negotiate a written amendment to this Contract prior to beginning work on the revised services.

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ATTACHMENT C

Owner: City of High Point (HP)
Project: Ward WTP Filter Evaluation and Site Planning

SCHEDULE

The Scope of Services is anticipated to be performed as follows:

Greenleaf Filter Assessment	January 2026 – March 2026
Superpulsator Basin Assessment	February 2026 – May 2026
PAC Jar Testing and Evaluation	January 2026 – April 2026
Facility Site Planning	April 2026 – May 2026
Preliminary Engineering Report	May 2026 – June 2026

CITY OF HIGH POINT
AGENDA ITEM

TITLE: **Consideration of a Sole Source Purchase from National Oilwell Varco, LLP (a.k.a. NOV)**

FROM:
Robby Stone
Public Services Director

MEETING DATE:
December 15, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Quote #1
2. Quote #2
3. Sole Source Letter
4. Sole Source Justification Form

PURPOSE: To purchase ten (10) Chemineer gear boxes at the Eastside Wastewater Treatment Plant (WWTP) as a sole source request.

BACKGROUND: The anaerobic/anoxic/aeration (AAA) tanks at the Eastside WWTP perform biological nutrient removal as part of the wastewater treatment process. There are a total of 53 gearboxes that are utilized for mixing within the AAA tanks. There have been multiple failures with the gear boxes. The Public Services Department is requesting approval to purchase ten (10) Chemineer gear boxes that will be utilized to replace the existing gear boxes that have failed and to serve as spare equipment as future failures occur.

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 National Oilwell Varco, LLP (a.k.a. NOV) in the amount of $240,358 for ten (10) Chemineer gear boxes at the Eastside Wastewater Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents.

GoSpares

Parts Quote (96612)

Created: 10/29/25 9:34 AM
Revised: 12/02/25 6:35 PM
Shipped In: 16 WKS

Quote Info:

INCOTERMS: FCA Dayton
SHIPPING TERMS: ALLOWED
SHIP VIA: COMMON
PAYMENT TERMS: NET 30 DAYS

Sold To:

USA

Ship To:

USA

ITEM#	PART#	DESCRIPTION	SHIPPED IN	QTY.	PRICE	SUBTOTAL
110	N14008-647A	**FLEXIBLE COUPLING MODULE SUREFLEX #7** **Notes:** Woods Flex coupling comes complete, includes (2) coupling halves and rubber insert/with ring. The couplings are grouped by motor frame size. **serial:**532442-18 MOD | **model:**3HTD TO 22GTD	16 WKS	3	$200.00	$600.00
120, 130, 258	N14008-620B	**MOTOR ADAPTER AND COUPLING GUARD MODULE** **serial:**532442-18 MOD | **model:**3HTD TO 22GTD	16 WKS	3	$419.00	$1,257.00
CV01 / CV05	N22001-003A	**CONVERSION KIT** **serial:**532442-18 MOD | **model:**3HTD TO 22GTD	16 WKS	3	$4,060.00	$12,180.00
CV11	Z20200-075P	**LOCKWASHER (NEED 6)** **serial:**532442-18 MOD | **model:**3HTD TO 22GTD	16 WKS	18	CF	CF
CV12	Z20088-036P	**HTL/HTAL/HTD/HTP COUPLING BOLT (NEED 6)** **serial:**532442-18 MOD | **model:**3HTD TO 22GTD	16 WKS	18	CF	CF
200	N22046-131L	**GEAR DRIVE ASSEMBLY WITHOUT MOTOR ADAPTER** **serial:**532442-18 MOD | **model:**3HTD TO 22GTD	16 WKS	3	$16,496.00	$49,488.00
	MOTOR	**MOTOR, 1.5HP, 1200 WITH SPACE HEATER AND THERMOSTATS.**	16 WKS	3	$4,027.00	$12,081.00

		serial:532442-18 MOD | **model:**3HTD TO 22GTD				
					3% Tariff Surcharge	$2,268.00
					TOTAL:	$77,874.00

*** Lead Times subject to inventory. For firm lead time, please consult factory.**

*** In the event of a change in tax law, tax treaty, trade agreement or tariffs that materially affects the cost to NOV to manufacture and supply its Goods, resulting in an increase of the Goods price, NOV shall be entitled to a price adjustment.**

Home Office Contact: Johnson, Carol
Field Service is available, please contact us for rates and availability
Terms & Conditions: Please review our terms & conditions
Taxable (Y/N):

Make Purchase Orders Out To:

National Oilwell Varco L.P.

care of:

Brown & Morrison, Ltd.
14201 South Lakes Drive
Suite D
Charlotte, NC 28273United States
t: (704) 554-8570
f:
e: tj.marks@brownandmorrison.com

signature

NATIONAL OILWELL VARCO, L.P. AND ITS AFFILIATES TERMS AND CONDITIONS

1. ACCEPTANCE

Orders or other requests, whether oral or written, placed by customers (each a "**Customer**"), for the supply, sale or provision of the following: spare or replacement parts ("**Parts**"), hardware, accessories, machinery, equipment, material, supplies, Parts and/or other goods ("**Equipment**"), services, training, or any other type of support ("**Services**"), and/or for rental of Equipment ("**Rental**") and/or manuals, handbooks, maintenance libraries, and other publications and information supplied in connection with the Products ("**Documentation**") to be provided by National Oilwell Varco, L.P., on behalf of its divisions, or by the affiliate or subsidiary indicated in the respective Order ("**NOV**") (the "**Order(s)**") are subject to NOV's provision of a written acceptance by an authorized representative of NOV (**"Acknowledgment"**) and subject to and conditioned on Customer's acceptance of (a) the terms and conditions stated in these Terms and Conditions (the "**Terms**"); (b) the written proposal, quotation or offer submitted by NOV to Customer ("**Proposal**"), if any; (c) the terms and conditions stated in an Acknowledgment, if any; and, (d) any change orders identified as such and agreed to in writing by NOV (the Order, Terms, Proposal, Acknowledgment, and any such change order, and any such additional terms as agreed to in writing by an authorized representative of NOV collectively referred to herein as the "**Agreement**"). Equipment, Services, Rental and Documentation collectively are referred to as the "**Products**," as applicable. Customer's submission of an Order shall be deemed to be an express acceptance of these Terms notwithstanding language in the Order inconsistent herewith or additional hereto, and any inconsistent or additional language in an Order is hereby rejected. The Order is incorporated in the Agreement, only to the extent of specifying the nature and description of the Products and then only to the extent consistent with the Proposal or Acknowledgment. In the event of any conflict between a Proposal and an Acknowledgement, the Acknowledgment shall prevail.

If Customer and NOV have agreed in writing to a separate master service agreement or an agreement of similar nature governing NOV's provision of Products ("**MSA**") or separate license terms and conditions or similar governing provision of Software (the "**Software License**"), which MSA or Software License is in force at the time of the Order and such MSA or Software License expressly applies to the applicable Products stated in the Order, the Order will be governed by such MSA or Software License.

2. PRICES

Prices for Products shall be as stated in the Proposal or Acknowledgment, or if there is no Proposal or Acknowledgment, as otherwise agreed to in writing by NOV. Unless otherwise specified, all prices contained in a Proposal are valid for thirty (30) days from date of issue, based on FCA NOV's premises (INCOTERMS 2020) and are subject to change without notice. NOV bears no responsibility for any consular fees, fees for legalizing invoices, certificates of origin, stamping bills of lading, or other charges required by the laws of any country of destination, or any fines, penalties or interest imposed due to incorrect declarations. Customer shall reimburse NOV for all reasonable expenses incurred while performing the Services at Customer's worksite, including travel, lodging and supplies. Charges will be added for factory preparation and packaging for shipment. Minimum freight and invoice charges in effect at the time of the Order shall apply. Notwithstanding the foregoing, prices will be subject to increase in the event of an increase in NOV's costs, government action, or other circumstances beyond NOV's reasonable control.

3. TAXES

Transaction Taxes. In addition to the charges due under the Agreement, Customer shall be responsible for, and shall protect, indemnify, Defend and hold NOV harmless from and against the reporting, filing and payment of any taxes, duties, charges, licenses, or fees (and any related fines, penalties or interest and the like) imposed directly on Customer as a result of the Agreement and all liabilities, costs, and associated expenses (including lawyers' and experts' fees) which may be incurred in connection therewith. Such taxes, duties, charges, licenses, or fees include but are not limited to any local, state, federal, foreign, or international sales, use, value added tax ("VAT"), goods and services tax ("GST"), rental, import, export, personal property, stamp, excise and like taxes and duties. If NOV pays any such tax, Customer shall, within thirty (30) days of NOV's demand, reimburse NOV for the tax including interest, fines, and penalties, paid by the NOV. It shall be Customer's sole obligation after payment to NOV to challenge the applicability of any tax. Notwithstanding the foregoing, Customer shall provide NOV with a copy of all exporting documents and any other documents reasonably requested by NOV to prove or substantiate to the appropriate tax authorities the Products were timely exported.

Withholding Taxes. If Customer is required by any appropriate government department or agency to withhold compensation due NOV to satisfy any obligation of NOV for taxes due, Customer shall give at least 30 days' notice to NOV that Customer will withhold. Customer agrees to pay on a timely basis the amounts so withheld over to the appropriate government department or agency, on behalf of NOV, and to provide NOV with any tax receipts (originals, if possible) or other reliable evidence of payment issued by such government department or agency within 30 days of the date required for withholding. Customer shall not withhold compensation due NOV if NOV produces evidence, acceptable to Customer, that NOV is not subject to the withholding of such taxes. Customer agrees that it shall not unreasonably withhold such acceptance. Customer shall reimburse NOV for any taxes withheld for which receipts or other reliable evidence substantiating the remittance of taxes to the appropriate government department or agency are not provided to NOV. Customer's obligation to deliver to NOV tax receipts or other reliable evidence issued by the taxing authority shall not apply if Customer establishes to the reasonable satisfaction of NOV that the appropriate government department or agency does not provide such documentation. Notwithstanding the above, if Customer is required to pay any such taxes or amounts that Customer believes is directly attributable to NOV, Customer shall first provide notice to NOV and give NOV an opportunity to intervene to protect its interest before Customer makes any payment.

Protest Rights. If Customer receives any demand or request for payment of any levies, charges, taxes or contributions for which it would seek indemnity or reimbursement from NOV, Customer shall promptly and timely notify the NOV in writing of such demand or request. "Promptly and timely" as used in this sub article means that Customer must notify NOV so that NOV has enough time and a reasonable opportunity to appeal, protest or litigate the levies, charges, taxes or contributions in an appropriate venue. To the extent that Customer fails to give prompt and timely notice, NOV has no obligation to, and will not, reimburse or indemnify Customer for these levies, charges, taxes or contributions. At NOV's request and cost, Customer shall initiate an appeal, protest or litigation in Customer's own name if Customer is the only party that can legally initiate this appeal, protest or litigation. Customer shall allow NOV to control the response to such demand or request and Customer shall use its best efforts to appeal against such demand or request. If Customer is required to pay any levies, charges, taxes or contributions in order to pursue an appeal, protest or litigation, NOV shall reimburse Customer for that amount promptly upon receipt of a written request from Customer. NOV shall not be responsible for any compromise made by Customer without NOV's prior written consent.

Cooperation. Customer shall cooperate with NOV, and at the request of NOV, Customer shall use its best efforts to supply to NOV such information (including documentary information) in connection with its activities as may be required by NOV for any of the following purposes:

a. To enable NOV to comply with the lawful demand or requirement for such information by any appropriate government authority or to ensure that all requirements of the applicable law are being complied with;
b. To enable NOV to conduct, defend, negotiate or settle any claim arising out of, or in connection with, such activities, whether or not such claim shall have become the subject of arbitration or judicial proceedings;
c. To enable NOV to make any application (including without limitation, any claim for any allowances or relief) or representation in connection with, or to contest any assessment on, or liability of NOV to any taxes, duties, levies, charges and contributions (and any interest or penalties thereon); or
d. To secure for NOV any beneficial tax treatment and legally minimize any tax obligations in connection with the Agreement.

NOV's request for such information and documents shall allow Customer a reasonable time to prepare, provide and submit that information requested. The obligations set forth above shall exist for a period of six (6) years commencing with the date of agreement by Customer of NOV's final

statement of account under the Agreement, and Customer shall retain and shall procure any subcontractor hereunder to retain, all information and documents in connection with its activities under or pursuant to the Agreement as shall enable Customer to comply with the above obligations.

4. PAYMENT TERMS

Unless alternate payment terms are specified and agreed to by NOV in writing, all charges, including applicable licensing, packing and transportation costs, billed by NOV are payable within net 30 days of the date of invoice. NOV reserves the right to modify or withdraw credit terms at any time without notice. Unless otherwise specified, all payments are due in the currency specified in the Proposal, Acknowledgment and/or invoice. Interest shall be due from Customer to NOV on overdue accounts at 6% p.a. or the maximum rate allowed by law. Customer must provide notice of any payment dispute within thirty (30) days of the date of the invoice or Customer waives any right to dispute such invoice. When partial deliveries are made, Customer will be invoiced as Products are shipped and each invoice will be treated as a separate account and be payable accordingly. Payment is due whether or not technical Documentation and/or any third-party certifications are complete at the time of shipment. NOV shall be entitled to recover all reasonable attorneys' fees and other costs incurred in the collection of overdue accounts.

NOV reserves the right, where a genuine doubt exists as to Customer's financial position or if Customer is in default of any payment obligation, to suspend delivery or performance of any agreement and/or any Order or any part thereof without liability and without prejudice to, and without limitation of, any other remedy available to NOV until Customer cures the default or satisfactory security for payment has been provided. NOV shall have the option to extend the delivery date by a time at least equal to the period of such suspension. In the event of Rental, should Customer default in meeting any of the terms hereunder for any reason, NOV has the right to retrieve all Rentals as detailed in the Agreement and also to collect rental fee and other payments due. If Customer elects to exercise a purchase option for Rental Equipment, Rental charges will be incurred and will be invoiced until the later of (i) the end of the agreed time period that commences on the delivery of the Rental Equipment to Customer and ends upon its return to NOV's premises ("**Rental Period**"); or (ii) 30 days prior to the receipt of total purchase price and all other Rental amounts due.

5. DELIVERY

Unless otherwise agreed to by NOV in writing, delivery terms shall be FCA NOV's premises (INCOTERMS 2020). Where Equipment is to be supplied from stock, such supply is subject to availability of stocks at the date of delivery. Partial shipments may be made as agreed to by Customer and NOV. Stated delivery dates are approximate only and cannot be guaranteed. NOV shall have no liability for damages arising out of the failure to keep a projected delivery date, irrespective of the length of the delay. In the event Customer is unable to accept delivery of Equipment when tendered, NOV may, at its option, arrange for storage of the Equipment, at Customer's sole risk and cost. This provision is without prejudice to any other rights which NOV may have with respect to Customer's failure to take delivery of Equipment, which includes the right to invoice Customer for the Equipment. Customer is responsible for all shipping costs from NOV's premises to the location as designated by Customer. All shipping costs for the return of Equipment from the location specified by Customer to NOV's premises shall also be for Customer's account.

6. TITLE AND RISK OF LOSS

For purchased Equipment, ownership and risk of loss or damage pass to Customer upon the earlier of (a) NOV's delivery of the Products, or (b) invoicing by NOV for the Products where Customer is unable to accept delivery on the scheduled date. NOV retains a security interest in the Products until the purchase price has been paid. Customer agrees to provide NOV a first-priority and cross-collateralized security interest in all Products supplied by NOV under the same Agreement and the proceeds thereof and perform upon request all acts required to secure NOV's interest including but not limited to executing all documents necessary to memorialize, record and perfect NOV's said security interest. NOV accepts no responsibility for any damage, shortage or loss in transit. NOV will attempt to pack or prepare all shipments so that they will not break, rust or deteriorate in shipment, but NOV does not guarantee against such damage. Claims for any damage, shortage or loss in transit must be made by Customer on the carrier.

In the event of Rental, Customer assumes all risk and liability whether or not covered by insurance, for loss or damage to the Rental Equipment upon delivery by NOV. Title to Rental Equipment shall remain with NOV at all times. Customer acquires no ownership, title or property rights to the Rental Equipment except the right to use the Rental Equipment subject to the terms of the Agreement during the Rental Period.

7. LIMITED WARRANTY

a. New Equipment. NOV warrants to Customer, and solely for the benefit of the original user, that for a period of eighteen (18) months from delivery or twelve (12) months from installation, whichever is earlier, new Equipment of its own manufacture shall conform to the material and technical specifications set forth in the Proposal. If, during the warranty period, such new Equipment fail to conform with such specifications, NOV will, at its option, either repair or replace such defective Equipment with the type originally furnished for pick up at NOV's location.

b. Remanufactured to "As New" Equipment. NOV warrants to Customer that for a period of six (6) months from the date of delivery by NOV or installation of the Equipment, whichever is earlier, reconditioned Equipment sold "as new" will be free from defects in material and workmanship. If the reconditioned "as new" Equipment fails to conform with such warranty, NOV will, at its option, either repair or replace such defective Equipment with the type originally furnished for pick up at NOV's location.

c. Overhauled Equipment. NOV warrants to Customer that for a period of four (4) months from the date of delivery by NOV or three (3) months from installation, whichever is earlier, that overhauled Equipment will be free from defects in workmanship. If the overhauled Equipment fail to conform with such warranty, NOV will, at its option, either repair or replace such defective Equipment with the type originally furnished for pick up at NOV's location. This warranty expressly assumes that parts normally considered consumables including without limitation to rubber goods, seals (rubber, polymer and/or metallic) and/or bearings, are replaced during overhaul. If Customer requests that such parts not be replaced, NOV hereby disclaims any warranty for said overhauled Equipment.

d. Service. NOV warrants that the Services shall be provided pursuant to the Order and shall conform to the material aspects of the specifications set forth in the Proposal. NOV shall use reasonable efforts to re-perform that part of the non-conforming Services, provided NOV is notified by Customer prior to NOV's departure from the worksite. TRAINING AND TRAINING MATERIALS ARE PROVIDED "AS IS," WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND AND ARE FOR INFORMATIONAL PURPOSES ONLY.

e. Rental. NOV warrants that the Rental Equipment shall materially conform to the material aspects of the specifications set forth in the Proposal. Provided NOV is notified by Customer prior to NOV's departure from the worksite, NOV will, at its option, repair or replace non-conforming Rental Equipment. In the event of failure or other non-performance of NOV's Rental Equipment contributing to loss of hole, Rental rates will apply during re-drill to equivalent total depth. Notwithstanding the above but unless otherwise agreed to by NOV and Customer, during the Rental Period, Customer, at its own cost, shall perform all daily lube, fuel, and daily maintenance on the Rental Equipment as prescribed in the NOV provided manual.

f. Claims. NOV's warranty and remedy obligations are predicated on Customer doing the following as to any reported warranty claim: (1) reporting the issue to NOV in writing within the relevant warranty period; (2) furnishing NOV with such information and assistance about the issue and use of the Products as NOV may reasonably request; (3) Customer making appropriate employees or contractors available to work with NOV's support representative(s) and (4) verification by NOV of the alleged non-conformity.

g. Exclusions. NOV's warranty obligations hereunder shall not apply if non-conformity or failure was caused by (a) Customer Group's (as defined in Article 13) failure to properly store or maintain the Products;

(b) the unauthorized modification, repair or service of the Products by Customer Group; (c) utilization of or combination with software, data, replacement parts or other materials not manufactured by NOV or described in the applicable specification; or (d) any use, storage or handling of the Products by Customer Group in a manner inconsistent with NOV's recommendations or the applicable Documentation. Further, NOV's warranty obligations under this Article 7 shall terminate if (a) Customer fails to perform its obligations under the Agreement or any other agreement between the parties, or (b) if Customer fails to pay any charges due NOV. Any third-party warranties provided on Products not manufactured by NOV are assigned to Customer, without recourse, at the time of delivery, provided such warranties are assignable. PRODUCTS NOT MANUFACTURED BY NOV AND SECONDHAND GOODS ARE NOT COVERED BY THE WARRANTIES SET FORTH IN THIS ARTICLE 7. NOV MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY SUCH THIRD-PARTY OR SECONDHAND PRODUCT.

h. DISCLAIMER. THIS ARTICLE 7 SETS FORTH CUSTOMER'S SOLE REMEDY AND NOV'S EXCLUSIVE OBLIGATION AND LIABILITY WITH REGARD TO DEFECTIVE OR NON-CONFORMING PRODUCTS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED PURSUANT TO THE PROVISIONS OF THIS ARTICLE 7, THE PRODUCTS ARE PROVIDED "AS IS," WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. NOV EXPRESSLY DISCLAIMS ALL CONDITIONS, WARRANTIES AND REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED CONDITIONS OR WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, SATISFACTORY QUALITY, OR THAT DEFECTS WILL BE CORRECTED. NOV DOES NOT WARRANT THAT THE PRODUCTS WILL PROVIDE FAIL-SAFE PERFORMANCE WHEN USED IN HAZARDOUS ENVIRONMENTS, INCLUDING WITHOUT LIMITATION (I) OIL AND GAS DRILLING, AND (II) ANY OTHER APPLICATION IN WHICH THE DEFECT, FAILURE OR MALFUNCTION OF THE PRODUCTS COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, ENVIRONMENTAL OR PROPERTY DAMAGE.
NO ORAL OR WRITTEN INFORMATION, MARKETING OR PROMOTIONAL MATERIALS, OR ADVICE OR RECOMMENDATION GIVEN BY NOV OR NOV'S AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE EXPRESS WARRANTIES PROVIDED HEREIN.

8. CHANGES

NOV expressly reserves the right to change, discontinue or modify the design and manufacture of Products without obligation to furnish, retrofit, support or install products previously or subsequently sold. Irrespective of anything stated to the contrary elsewhere, if, on or after the date of the issuance of the Proposal or the Order, there shall be any change in (i) the level or in the incidence, or any new incidence or abolition, of any tax applicable to the Agreement or any Order issued hereunder, which are by law payable by NOV hereunder in respect of its employees working under the Agreement or any Order issued hereunder or in respect of NOV's activities under the Agreement or an Order hereunder, the net amount of such change or new incidence or abolition shall constitute an addition or reduction (in line with the law change) to the sums payable to NOV under the Agreement, including taxes which Customer is required by law to deduct at source from the payment to NOV, provided NOV has submitted documentation to Customer of the net impact and additional cost arising from a change in tax law, or (ii) in any tax treaty, trade agreements, tariffs, applicable laws, decrees, rulings, practices or regulations, or any changes in the interpretation of same are made, published or become effective after the date of the issuance of NOV's Proposal or issuance of Order, or other circumstances beyond NOV's reasonable control, and such changes cause additional or increased costs to NOV's performance and/or impact the delivery schedule; NOV shall be entitled to extension of any delivery date and to pass those increases to Customer through a price adjustment.

9. PRIVACY & CUSTOMER DATA

Customer acknowledges and agrees that the Products may contain certain data logging functionality, including as part of the Services, and consents to the collection and sending of such data generated by the data logging functionality to NOV Group. As between Customer and NOV, Customer owns all data and information generated by the data logging functionality provided by or on behalf of Customer Group or otherwise collected via the Services ("**Customer Data**"). Customer grants to NOV Group a non-exclusive, irrevocable, perpetual, transferable, world-wide, royalty-free, fully paid-up, and without the right of attribution, right and license for the NOV Group to use and create derivative works of and from the Customer Data for its business purposes, provided that NOV Group will not use or disclose Customer Data in a manner that would identify Customer or Customer Data provided, however, that NOV may disclose Customer Data if NOV determines that such disclosure is legally required or is necessary to protect NOV's rights or for the enforcement of these Terms. Customer acknowledges and agrees that any data or information generated by the NOV Group from their use of the Customer Data is owned by NOV.

Customer represents and warrants that it will obtain all consents necessary to permit the NOV Group's collection and use of Customer Data as provided in these Terms. Customer shall indemnify, Defend and hold NOV Group harmless from and against any and all any Claims (as defined in Article 13) asserting that Customer does not have the full legal right (including any moral rights) to grant the above right to collect, send and use the Customer Data and/or that the Customer Data in the form delivered to NOV Group infringes upon or otherwise misappropriates any intellectual property or other rights of such party.

Customer shall not knowingly send to or store in the Products any viruses, worms, Trojan horses or other harmful code, or data which violates the rights of any individual or entity. NOV SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE DELETION, CORRUPTION, CORRECTION, DESTRUCTION, DAMAGE, LOSS, OR FAILURE OF ANY CUSTOMER DATA OR OTHER DATA.

10. INTELLECTUAL PROPERTY RIGHTS

The Products, including all applicable ideas, methods, algorithms, formulae and concepts used in developing and/or incorporated into the Products, and all derivative works (as such term is used in the U.S. copyright laws) based upon any of the foregoing and all copies of the foregoing are the proprietary and intellectual property rights and trade secrets of NOV, having significant commercial value to NOV. Except with respect to the sale of Equipment, title to all Products shall be and remain exclusively with NOV. NOV may freely use any suggestions or recommendations for improvements or modifications to the Products made by or on behalf of Customer without attribution except to the extent necessary to register NOV's intellectual property rights under US law or other applicable law, or the need for NOV or any third party to pay Customer or any third party any royalties or other fees of any kind. No intellectual property or other ownership rights to any Products are transferred to Customer by virtue of these Terms. Except with respect to the sale of Equipment, all Products in Customers' possession are licensed to Customer during the term of the applicable Order. All rights not expressly granted herein are reserved to NOV.

All Services provided to Customer are conditioned on Customer's continued compliance with the Agreement. Notwithstanding any other remedies available to NOV at law, in equity, or otherwise, the Services may immediately and automatically be suspended or terminated, at NOV's sole discretion, if Customer fails to comply with any terms of the Agreement. In the event of termination of the Agreement or expiry of Services, all licenses granted therein shall also terminate and Customer shall cease all use of the Products, excluding any fully paid for Equipment, and Customer shall return or destroy, in NOV's sole discretion, any NOV Confidential Information (as defined below). Upon NOV's request, Customer shall provide an "affidavit of destruction" acceptable to NOV certifying compliance with the foregoing.

11. CONFIDENTIAL INFORMATION

Each party recognizes and acknowledges that it shall (a) maintain all data, information, disclosures, documents, drawings, specifications, patterns, calculations, software, applications, technical information and other documents (collectively, "Confidential Information") obtained from the other party in strict confidence, (b) use Confidential Information only for the purposes set forth in the Agreement, (c) limit dissemination of Confidential Information to its officers, employees, subcontractors and consultants who have a "need to know" and who have agreed not to disclose such

Confidential Information, (d) not otherwise disclose any Confidential Information, or permit any third party to examine or copy any Confidential Information, without the disclosing party's prior written consent, and (e) advise the disclosing party promptly in writing of any unauthorized disclosure or use of Confidential Information. The receiving party shall be liable for any breach of this Article 11 by any of its employees, agents or any other person who obtains access to or possession of any of the disclosing party's Confidential Information from or through the receiving party. Each party acknowledges that the restrictions in this Article 11 are reasonable and necessary to protect the other party's legitimate business interests. Each party acknowledges that any breach of any of the provisions of Articles 10 or 11 shall result in irreparable injury to the non-breaching party for which money damages could not adequately compensate. If there is a breach, then non-breaching party shall be entitled, in addition to all other rights and remedies which it may have at law or in equity, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach. The existence of any claim or cause of action that a party or any other person may have against the other party shall not constitute a defense or bar to the enforcement of any of the provisions of this Article 11. For the avoidance of doubt, training material and software are Confidential Information of NOV. Notwithstanding the above, this Article 11 shall not deprive the receiving party of the right to use or disclose any Confidential Information: (a) which is, at the time of disclosure, known to the public; (b) which becomes at a later date known to the public through no fault of the receiving party ; (c) which is possessed by the receiving party, as evidenced by such party's written records, before receipt thereof from the disclosing party; (d) which is disclosed to the receiving party in good faith by a third party who has an independent right to such information; (e) which is developed by the receiving party as evidenced by documentation, independently of the Confidential Information; or, (f) which is required to be disclosed by the receiving party pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided that the receiving party uses its best efforts to provide timely notice of such order to the disclosing party to permit the disclosing party an opportunity to contest such order.

12. FORCE MAJEURE

If either party is unable by reason of Force Majeure to carry out any of its obligations under the Agreement, other than the obligations to pay money when due and indemnification obligations assumed hereunder, then on such party giving notice and particulars in writing to the other party within a reasonable time after such party's knowledge of the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include acts of God, laws and regulations, government actions, war, civil disturbances, strikes and labor problems, delays of vendors, carriers, lightening, fire, flood, washout, storm, breakage, epidemic, pandemic, or accident to equipment or machinery, shortage of raw materials, internet or telecommunications failures, network intrusions, denial of service attacks, and any other causes that are not reasonably within the control of the party so affected. NOV shall be paid its applicable standby rate, if any, during any such Force Majeure event.

13. LIABILITIES, RELEASES AND INDEMNIFICATION

For purpose of this Article 13, the following definitions shall apply:

"**Claims**" means all claims, demands, causes of action, liabilities, damages, judgments, fines, penalties, awards, losses, costs, expenses (including without limitation attorneys' fees and costs of litigation) of any kind or character arising out of, or related to, or in connection with the performance, non-performance or mis-performance of or subject matter of the Agreement (including, without limitation, property loss or damage, personal or bodily injury, sickness, disease or death, loss of services and/or wages, pain and suffering, or loss of consortium or society).

"**Consequential Loss**" means (i) consequential, punitive, exemplary, special, incidental or indirect loss under the governing law of these Terms; and (ii) loss and/or deferral of production; loss of product; loss of business or business opportunities; loss of use; loss due to business interruptions; drilling or production unit, facility, equipment, vessel, spread and personnel downtime or standby time, loss of revenue, profit or anticipated profit (if any); in each case whether direct or indirect to the extent these are not included in (i), and whether or not foreseeable at the effective time of the Agreement.

"**Customer Group**" means (i) Customer, its parent, subsidiary or related companies, (ii) any company to whom Customer is providing its services or products to under contract, (iii) its and their working interest owners, co-lessees, co-owners, partners, joint venturers, if any, and their respective parents, subsidiary or related companies,(iv) its and their subcontractors and contractors of any tier (except for NOV Group) and (v) the officers, directors, employees, consultants, agents and invitees of all of the foregoing.

"**Defend**" means the obligation of the indemnifying party at the indemnifying party's election (i) to defend the indemnified party at the indemnifying party's sole expense or (ii) to reimburse the indemnified party for the indemnified party's reasonable expenses incurred in defending themselves provided that the indemnified party shall notify the indemnifying party without undue delay and in writing upon receipt of any Claim, or upon the filing of any such Claim, whichever first occurs, and shall afford the indemnifying party full opportunity, at indemnifying party's option and expense, to answer such Claim or threat of suit, assume the control of the defense of such suit, to settle or compromise same, and indemnified parties shall provide all information and assistance reasonably requested by the indemnifying party to handle the defense or settlement of such claim. Notwithstanding the indemnifying party's election of option (i) above, the indemnified parties shall be entitled to participate in their defense at the indemnified parties sole cost. The indemnifying party shall not consent to entry into judgment or enter into any settlement that admits liability of the indemnified party, provides for injunctive or other non-monetary relief affecting the indemnified party or that does not include as an unconditional term the giving by each claimant or plaintiff to the indemnified party of a release from all liability with respect to such claim. The indemnifying party's liability under this Article 13 shall be reduced to the extent that the indemnifying party is actually prejudiced by the indemnified party's failure to give notice promptly after the indemnified party learns of such claim or by the indemnified party's failure to cooperate as set forth herein.

"**NOV Group**" means (i) NOV, its parent, subsidiary or related companies, (ii) its and their working interest owners, co-lessees, co-owners, partners, joint venturers, if any, and their respective parents, subsidiary or related companies, (iii) its and their subcontractors of any tier, and (iv) the officers, directors, employees, consultants, agents and invitees of all of the foregoing.

a. NOV shall release, indemnify, Defend and hold Customer Group harmless from and against any and all Claims in respect of personal or bodily injury to, sickness, disease or death of any member of NOV Group, and all Claims in respect of damage to or loss or destruction of property owned, leased, rented or hired by any member of NOV Group.

b. Customer shall release, indemnify, Defend and hold NOV Group harmless from and against any and all Claims in respect of personal or bodily injury to, sickness, disease or death of any member of Customer Group, and all Claims in respect of damage to or loss or destruction of property owned, leased, rented or hired by any member of Customer Group. Notwithstanding Article 13.a, Equipment that has been rented to, leased to or consigned to Customer by NOV Group shall be considered Customer's property for the purposes of this Article 13.b.

c. Notwithstanding anything to the contrary, Customer, to the maximum extent permitted under applicable law, shall release, indemnify, Defend and hold NOV Group harmless from and against any and all Claims asserted by or in favor of any person or party, including NOV Group, Customer Group or any other person or party, arising out of, resulting from or in connection with: (i) loss of or damage to any well or hole (including but not limited to the costs of re-drill), (ii) blowout, fire, explosion, cratering or any uncontrolled well condition (including without limitation to the costs to control a wild well and the removal of debris), (iii) damage to any reservoir, geological formation or underground strata or the loss of oil, water or gas therefrom, (iv) pollution or contamination of any kind (other than surface spillage of fuels, lubricants, rig sewage or garbage, to the extent attributable to the negligence of NOV), including but not limited to the cost of control, removal and clean-up, or (v) damage to, or escape of any substance from, any pipeline, vessel or storage facility.

d. NOV shall release, indemnify, Defend and hold Customer harmless from and against any and all third-party Claims alleging that the Products infringes a valid U.S. patent, copyright or trademark of such third party. Notwithstanding the foregoing, NOV shall have no obligation to Customer to the extent any Claim is caused by (i) any specifications or modifications requested by Customer or the unauthorized modification, repair or service of the Products; or (ii) the combination, operation or use of the Products with other products, software, hardware or third party equipment where the Claim would not exist but for such combination, operation or use. If any of Products become, or in the opinion of NOV may become, the subject of a claim of infringement, NOV may, at its option: (x) procure for Customer the right to use such Products free of any liability; (y) replace or modify such Products to make them non-infringing; or (z) if neither (x) nor (y) is commercially feasible, directing Customer to stop using the Products and issue Customer a pro-rata refund of the price paid for such affected Product. NOV'S MAXIMUM AGGREGATE LIABILITY UNDER THIS ARTICLE 13 WILL BE ONE MILLION U.S. DOLLARS ($1,000,000.00 USD).

e. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT WITH RESPECT TO (i) BREACH OF EITHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, (ii) ANY BREACH OF EITHER PARTY'S CONFIDENTIALITY OBLIGATIONS AND (iii) CUSTOMER'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT OR NOV'S DAMAGES IN LIEU THEREOF, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO THE OTHER PARTY'S GROUP AND EACH PARTY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS THE OTHER PARTY AND THE OTHER PARTY'S GROUP HARMLESS FROM AND AGAINST ITS OWN AND ITS GROUP'S CONSEQUENTIAL LOSS.

f. NOV GROUP'S TOTAL LIABILITY TO CUSTOMER GROUP FOR ALL CLAIMS SHALL BE LIMITED TO AND SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THE RELEVANT ORDER FOR THE PRODUCT GIVING RISE TO THE APPLICABLE CAUSE OF ACTION.

g. THE EXCLUSIONS OF LIABILITY, RELEASES AND INDEMNITIES SET FORTH IN ARTICLES 13.a THROUGH 13.g SHALL APPLY TO ANY CLAIM(S), LOSSES OR DAMAGES WITHOUT REGARD TO THE CAUSE(S) THEREOF, INCLUDING BUT NOT LIMITED TO PRE-EXISTING CONDITIONS, WHETHER SUCH CONDITIONS BE PATENT OR LATENT, THE UNSEAWORTHINESS OF ANY VESSEL OR VESSELS, IMPERFECTION OF MATERIAL OR SERVICE, DEFECT OR FAILURE OF PRODUCTS, BREACH OF CONDITION, REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED), ULTRAHAZARDOUS ACTIVITY, STRICT LIABILITY, TORT, BREACH OF CONTRACT, BREACH OF DUTY (STATUTORY OR OTHERWISE), BREACH OF ANY SAFETY REQUIREMENT OR REGULATION, OR THE NEGLIGENCE OR OTHER LEGAL FAULT OR RESPONSIBILITY OF ANY PERSON (INCLUDING THE INDEMNIFIED OR RELEASED PARTY), WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE.

h. Redress under the indemnity provisions set forth in this Article 13 shall be the exclusive remedy(ies) available to the parties hereto for the matters, claims, damages and losses covered by such provisions.

14. INSURANCE

Each party covenants and agrees to support the mutual indemnity obligations contained in Articles 13.a and 13.b, by carrying equal amounts of insurance (or qualified self-insurance) in an amount not less than U.S. $5,000,000.00. Upon written request, each party shall furnish to the other party certificates of insurance evidencing the fact that the adequate insurance to support each party's obligations hereunder has been secured. To the extent of each party's release and indemnity obligations expressly assumed by each party hereunder, each party agrees that all such insurance policies shall, (a) be primary to the other party's insurance; (b) include the other party, its parent, subsidiary and affiliated or related companies, and its and their respective officers, directors, employees, consultants and agents as additional insured; and, (c) be endorsed to waive subrogation against the other party and the other party's Group.

15. CANCELLATION

Orders placed by Customer and accepted by NOV may be canceled only with the consent of NOV and will subject Customer to cancellation charges. All of NOV's documents, drawings and like information shall be returned to NOV upon Customer's request for cancellation. No Orders may be canceled subsequent to delivery or shipment, whichever occurs earlier. As estimated actual damages, Customer agrees to pay NOV the greater of NOV's actual costs incurred prior to cancellation plus a reasonable profit, or the following minimum cancellation charges for Equipment. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE CANCELLATION CHARGE SET FORTH IN THIS ARTICLE 15 IS A REASONABLE ESTIMATE OF DAMAGES TO BE SUFFERED BY NOV AS A RESULT OF THE CANCELLATION OF AN ORDER FOR EQUIPMENT, WHICH AMOUNTS ARE IMPOSSIBLE OR EXTREMELY DIFFICULT TO ASCERTAIN, AND THAT SUCH CANCELLATION CHARGE IS NOT INTENDED AS A PENALTY BUT AS LIQUIDATED DAMAGES:

a. 20% of the value of the relevant Order if canceled 30 or more days prior to the original delivery/shipment date;
b. 50% of the value of the relevant Order if canceled thereafter; or
c. 100% of the value of any non-standard Equipment (which are Equipment not built for stock or built to customer specifications).

In the event of an Order for Rental, or Services, the minimum charges as stated in the Order or an applicable proposal will apply. Customer shall verify the amount of the cancellation charges prior to canceling an order.

16. RETURN OF MADE TO STOCK PARTS

With NOV's written approval, unused, incorrectly shipped or "Made to Stock" parts ordered incorrectly, in new condition and of current manufacture and catalog specifications may be returned by Customer for credit (subject to a restocking fee), provided written request is received within six (6) months after the purchase date. Except for "Made to Stock" parts as set forth above in this Article 16, no Products are returnable for credit and such Products shall only be accepted for return with the prior written agreement of NOV. Requests for return of "Made to Stock" parts must show the original Order number, invoice number, description of material, and date of purchase. Return of Products does not relieve Customer of the obligation to make payment against NOV's invoice, and any credit or refund allowed will be issued only following NOV's receipt of the Products and payment therefor. The credit allowed on returned Products, if any, is a merchandise credit and is applicable only against future purchases of NOV Products as agreed by NOV. The credit given will be solely in NOV's discretion and may be based on the original or a subsequently adjusted price. A charge will be assessed to clean-up, refinish and restock the Products, if applicable. No rubber or electronic products or components may be returned for credit after six (6) months from date of purchase.

17. GOVERNING LAW

a. Except as provided in Article 17 (b) below, the Agreement shall be governed by and interpreted in accordance with the laws of England and Wales, excluding conflicts and choice of law principles. Except as provided for in Articles 13 and 14, the parties agree that The Contracts (Rights of Third Parties) Act 1999 as amended shall not apply to the Agreement. Any dispute arising out of or in connection with the Agreement, including any question regarding their existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this Article 17. The number of arbitrators shall be three unless the Claim does not exceed an amount of ONE MILLION U.S. DOLLARS ($1,000,000.00 USD), in which case the number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, England and shall be conducted in the English language. Judgment upon any award may be entered in any court having jurisdiction thereof. Except as may be required by law, neither party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the other party.

b. For Products provided, or to be provided, or where an Order is accepted or fulfilled, by a NOV entity registered in North or South America (the "Americas"), the Agreement shall be governed by and

interpreted in accordance with the substantive laws of the State of Texas, excluding conflicts and choice of law principles. Any dispute, action or proceeding arising out of or relating to the Agreement must be brought in the applicable State Court in Montgomery County, Texas or Federal Court serving Montgomery County, Texas, and each of the parties hereby agrees to irrevocably submit itself to the exclusive jurisdiction of each such court in any such action or proceeding and waives any objection it may now or hereafter have to venue or convenience of forum.

18. REGULATORY COMPLIANCE

NOV and Customer shall conduct its operations in accordance with all applicable laws, rules, regulations and decrees of any governmental or regulatory body having jurisdiction over the parties, the Products and/or the worksite where the work in connection with the Agreement and the relevant Order is being performed, including but not limited to the United States Foreign Corrupt Practices Act 1977, the United Kingdom Bribery Act 2010, and such other similar anti-corruption laws as may apply; provided that nothing in the Agreement is intended or should be construed to require NOV or Customer to act or fail to act if such action or failure to act would be inconsistent with or penalized by (i) the laws and regulations of NOV's or Customer's country of incorporation and/or (ii) the laws and regulations of the country of incorporation of any direct, indirect or ultimate parent company of NOV or Customer.

By acceptance of delivery of Goods or performance of Services under this Agreement, Customer warrants and certifies that Products acquired from and/or products serviced by NOV will not be sold, exported, reexported, transferred, consigned, leased, rented, diverted or otherwise disposed of in violation of: (i) the U.S. Export Administration Regulations; (ii) the U.S. International Traffic in Arms Regulations (ITAR); (iii) the provisions of the Chemical Weapons Convention; (iv) applicable U.S. sanctions and embargoes administered by the U.S. Department of Treasury; or (v) any other applicable laws and regulations. Customer further warrants and certifies that it shall not directly or indirectly sell, export, reexport, transfer, consign, lease, rent, divert or otherwise dispose of the products to, via, or for the use by or benefit of any person, entity, country or countries (including any territory of such countries, territorial waters or other areas over which such countries assert jurisdiction or economic rights), or for any activity or use prohibited by or subject to sanctions under the laws or regulations of the United States or other applicable jurisdiction, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. In addition, to the extent that Article EU Council Regulation (EU) No 833/2014 applies to the Goods that are sold to Customer under this Agreement, Customer agrees that: (1) it shall not sell, export or re-export the Goods, directly or indirectly, to the Russian Federation or Belarus, or for use in the Russian Federation or Belarus; and (2) it shall use best efforts to ensure that the purpose of (1) is not frustrated by any third parties, including by possible resellers. Any breach of this provision shall constitute a material breach of this Agreement. In the event of a conflict of laws, please contact NOV Corporate Compliance.

If NOV believes in good faith that Customer has breached any provision of this Article 18, NOV shall have the right to immediately terminate this Agreement and any Order upon notice to the Customer. Alternatively, NOV may suspend performance of all Services and/or Products under this Agreement and any Order with immediate effect on written notice to Customer. In the event of such suspension, Customer shall have a period of 30 days (the "Suspension Period") to demonstrate to the reasonable satisfaction of NOV, acting in good faith, that no breach has occurred. If, following the Suspension Period, NOV acting in good faith is not reasonably satisfied that no breach has occurred, NOV may immediately terminate this Agreement and any Order upon notice to the Customer. Customer shall indemnify, Defend and hold NOV harmless from and against any Claim incurred in connection with Customer's breach of any of the provisions of this Article 18.

19. INDEPENDENT CONTRACTOR

It is expressly understood that NOV is an independent contractor, and that neither NOV nor its principle, partners, employees or subcontractors are servants, agents or employees of Customer. In all cases where NOV's employees (defined to include NOV's and its subcontractors, direct, borrowed, special, or statutory employees) are covered by the Louisiana Worker's Compensation Act. La. R.S. 23:102 et seg., NOV and Customer agreed that all Products provided by NOV and NOV's employees pursuant to the Agreement are an integral part of and are essential to the ability of Customer to generate Customer's goods, products, and services for the purpose of La. R.S. 23:106(A) (1). Furthermore, NOV and Customer agree that Customer is the statutory employer of all of NOV's employees for the purpose of La. R.S. 23:1061(A) (3).

20. ADDITIONAL RENTAL TERMS AND CONDITIONS

Unless otherwise indicated, the Rental rates contained in NOV's Proposal are on a per day basis and such rates shall apply to each piece of Rental Equipment rented. NOV represents that it has fully inspected the Rental Equipment as detailed in the applicable Order and that said Rental Equipment is in good condition and repair and is fully acceptable for use as specified in the applicable Order. Furthermore, NOV represents that the Rental Equipment and parts are not subject to any encumbrances or liens, and that NOV has full title to such Rental Equipment.

Customer represents and warrants that it shall use the Rental Equipment in a careful and proper manner and shall comply with all laws, ordinances and regulations relating to the possession, use and maintenance of the Rental Equipment in accordance with NOV's approved procedures. In the event the parties agree that Customer shall operate the Rental Equipment, Customer further represents that the Rental Equipment will be operated by skilled employees trained in the use of the Rental Equipment. Customer shall keep the Rental Equipment free and clear of all liens and encumbrances arising in connection with Customer's operations and/or use of the Rental Equipment. Customer, at its sole cost, shall provide and maintain insurance against the loss, theft, damage or destruction of the Rental Equipment. The coverage shall be in an amount not less than the new replacement price of the Rental Equipment. NOV shall provide Equipment prices upon request.

At the expiration of the applicable Rental term, Customer will at its sole cost return the Rental Equipment to the facility designated by NOV, in working condition (reasonable wear and tear excepted). Upon receipt of the returned Rental Equipment, NOV will service and inspect the Rental Equipment. In the event NOV determines that the Rental Equipment is materially damaged or not in working condition (reasonable wear and tear excepted), any service work required to bring the Rental Equipment to good working condition will be charged back to Customer. Such charges may include service, inspection, and spare parts. Customer shall reimburse the current replacement cost of any Rental Equipment that is not returned at the expiration of the applicable Rental term.

21. GENERAL

The Agreement constitutes the entire agreement between the parties with regards to the subject matter hereof and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. Failure of NOV to enforce any of the terms and conditions of the Agreement shall not prevent a subsequent enforcement of such terms and conditions or be deemed a waiver of any subsequent breach. The terms of the Agreement will be considered as severable, so that the invalidity or unenforceability of any provisions will not affect the validity or enforceability of the remaining provisions; provided that no such severability will be effective if it materially changes the economic benefit of the Agreement to either party. Customer acknowledges that it has not relied on any representations other than those contained in these Terms. The Agreement shall not be varied, supplemented, qualified, or interpreted by any prior course of dealing between the parties or by any usage of trade. Customer may not novate, assign, sublicense or otherwise transfer the Agreement, wholly or partly, or any portion of the work provided hereunder, without the prior written consent of NOV, which consent shall not be unreasonably withheld or delayed. Any attempt to assign, sublicense or transfer all or any part of the Agreement, or any portion of the work provided hereunder, without first obtaining written consent will be void and of no force or effect. NOV may assign the Agreement and/or any Order (or any rights and interests thereunder) to a related company or subcontract the provision of Products (or any portion thereof) without the prior written consent of Customer. Notwithstanding the foregoing, the Agreement shall be binding upon, and inure to the benefit of, the permitted successors and assigns of each party. Articles 1, 3, 7.h, 9, 10, 11, 13, 14, 17, 18, and 21 shall survive expiry or termination of an Order or the Agreement.

GoSpares

Parts Quote (96982)

Created: 12/02/25 3:23 PM
Shipped In: 6 WKS

Quote Info:

INCOTERMS: FCA Houston
SHIPPING TERMS: ALLOWED
SHIP VIA: COMMON
PAYMENT TERMS: NET 30 DAYS

Sold To:

USA

Ship To:

USA

ITEM#	PART#	DESCRIPTION	SHIPPED IN	QTY.	PRICE	SUBTOTAL
	MOTOR	**5HP, 1750RPM, 3PH, 60HZ, 184TC, 0642M, TEFC, F1 CLASS - CLI GP A,B,C,D DIVISION - DIVISION II** **serial:**532442 | **model:**4HTD-22GTD	6 WKS	7	$1,308.00	$9,156.00
200	N22083-531L	**GEAR DRIVE ASSEMBLY WITHOUT MOTOR ADAPTER** **serial:**532442 | **model:**4HTD-22GTD	2 WKS	7	$16,496.00	$115,472.00
110	N14008-647A	**FLEXIBLE COUPLING MODULE SUREFLEX #7** **Notes:** Woods Flex coupling comes complete, includes (2) coupling halves and rubber insert/with ring. The couplings are grouped by motor frame size. **serial:**532442 | **model:**4HTD-22GTD	1-2 WKS	7	$200.00	$1,400.00
120, 130, 258	N14008-620B	**MOTOR ADAPTER AND COUPLING GUARD MODULE** **serial:**532442 | **model:**4HTD-22GTD	2-3 WKS	7	$419.00	$2,933.00
135, 136	K00021-011P	**MOTOR FASTENER KIT** **serial:**532442 | **model:**4HTD-22GTD	1-2 DAYS	7	$53.00	$371.00
CV01 / CV05	N22001-004A	**CONVERSION KIT** **serial:**532442 | **model:**4HTD-22GTD	4 WKS	7	$4,060.00	$28,420.00

CV11	Z20200-075P	**LOCKWASHER (NEED 6)** **serial:**532442 | **model:**4HTD-22GTD	4 WKS	42	CF	CF
CV12	Z20088-044P	**HTNS COUPLING BOLT (NEED 6)** **serial:**532442 | **model:**4HTD-22GTD	4 WKS	42	CF	CF
					3% Tariff Surcharge	$4,732.00
					TOTAL:	$162,484.00

*** Lead Times subject to inventory. For firm lead time, please consult factory.**

*** In the event of a change in tax law, tax treaty, trade agreement or tariffs that materially affects the cost to NOV to manufacture and supply its Goods, resulting in an increase of the Goods price, NOV shall be entitled to a price adjustment.**

Home Office Contact: Johnson, Carol
Field Service is available, please contact us for rates and availability
Terms & Conditions: Please review our terms & conditions
Taxable (Y/N):

Make Purchase Orders Out To:

National Oilwell Varco L.P.

care of:

Brown & Morrison, Ltd.
14201 South Lakes Drive
Suite D
Charlotte, NC 28273United States
t: (704) 554-8570
f:
e: tj.marks@brownandmorrison.com

_____
signature

NATIONAL OILWELL VARCO, L.P. AND ITS AFFILIATES TERMS AND CONDITIONS

1. ACCEPTANCE

Orders or other requests, whether oral or written, placed by customers (each a "**Customer**"), for the supply, sale or provision of the following: spare or replacement parts ("**Parts**"), hardware, accessories, machinery, equipment, material, supplies, Parts and/or other goods ("**Equipment**"), services, training, or any other type of support ("**Services**"), and/or for rental of Equipment ("**Rental**") and/or manuals, handbooks, maintenance libraries, and other publications and information supplied in connection with the Products ("**Documentation**") to be provided by National Oilwell Varco, L.P., on behalf of its divisions, or by the affiliate or subsidiary indicated in the respective Order ("**NOV**") (the "**Order(s)**") are subject to NOV's provision of a written acceptance by an authorized representative of NOV (**"Acknowledgment"**) and subject to and conditioned on Customer's acceptance of (a) the terms and conditions stated in these Terms and Conditions (the "**Terms**"); (b) the written proposal, quotation or offer submitted by NOV to Customer ("**Proposal**"), if any; (c) the terms and conditions stated in an Acknowledgment, if any; and, (d) any change orders identified as such and agreed to in writing by NOV (the Order, Terms, Proposal, Acknowledgment, and any such change order, and any such additional terms as agreed to in writing by an authorized representative of NOV collectively referred to herein as the "**Agreement**"). Equipment, Services, Rental and Documentation collectively are referred to as the "**Products**," as applicable. Customer's submission of an Order shall be deemed to be an express acceptance of these Terms notwithstanding language in the Order inconsistent herewith or additional hereto, and any inconsistent or additional language in an Order is hereby rejected. The Order is incorporated in the Agreement, only to the extent of specifying the nature and description of the Products and then only to the extent consistent with the Proposal or Acknowledgment. In the event of any conflict between a Proposal and an Acknowledgement, the Acknowledgment shall prevail.

If Customer and NOV have agreed in writing to a separate master service agreement or an agreement of similar nature governing NOV's provision of Products ("**MSA**") or separate license terms and conditions or similar governing provision of Software (the "**Software License**"), which MSA or Software License is in force at the time of the Order and such MSA or Software License expressly applies to the applicable Products stated in the Order, the Order will be governed by such MSA or Software License.

2. PRICES

Prices for Products shall be as stated in the Proposal or Acknowledgment, or if there is no Proposal or Acknowledgment, as otherwise agreed to in writing by NOV. Unless otherwise specified, all prices contained in a Proposal are valid for thirty (30) days from date of issue, based on FCA NOV's premises (INCOTERMS 2020) and are subject to change without notice. NOV bears no responsibility for any consular fees, fees for legalizing invoices, certificates of origin, stamping bills of lading, or other charges required by the laws of any country of destination, or any fines, penalties or interest imposed due to incorrect declarations. Customer shall reimburse NOV for all reasonable expenses incurred while performing the Services at Customer's worksite, including travel, lodging and supplies. Charges will be added for factory preparation and packaging for shipment. Minimum freight and invoice charges in effect at the time of the Order shall apply. Notwithstanding the foregoing, prices will be subject to increase in the event of an increase in NOV's costs, government action, or other circumstances beyond NOV's reasonable control.

3. TAXES

Transaction Taxes. In addition to the charges due under the Agreement, Customer shall be responsible for, and shall protect, indemnify, Defend and hold NOV harmless from and against the reporting, filing and payment of any taxes, duties, charges, licenses, or fees (and any related fines, penalties or interest and the like) imposed directly on Customer as a result of the Agreement and all liabilities, costs, and associated expenses (including lawyers' and experts' fees) which may be incurred in connection therewith. Such taxes, duties, charges, licenses, or fees include but are not limited to any local, state, federal, foreign, or international sales, use, value added tax ("VAT"), goods and services tax ("GST"), rental, import, export, personal property, stamp, excise and like taxes and duties. If NOV pays any such tax, Customer shall, within thirty (30) days of NOV's demand, reimburse NOV for the tax including interest, fines, and penalties, paid by the NOV. It shall be Customer's sole obligation after payment to NOV to challenge the applicability of any tax. Notwithstanding the foregoing, Customer shall provide NOV with a copy of all exporting documents and any other documents reasonably requested by NOV to prove or substantiate to the appropriate tax authorities the Products were timely exported.

Withholding Taxes. If Customer is required by any appropriate government department or agency to withhold compensation due NOV to satisfy any obligation of NOV for taxes due, Customer shall give at least 30 days' notice to NOV that Customer will withhold. Customer agrees to pay on a timely basis the amounts so withheld over to the appropriate government department or agency, on behalf of NOV, and to provide NOV with any tax receipts (originals, if possible) or other reliable evidence of payment issued by such government department or agency within 30 days of the date required for withholding. Customer shall not withhold compensation due NOV if NOV produces evidence, acceptable to Customer, that NOV is not subject to the withholding of such taxes. Customer agrees that it shall not unreasonably withhold such acceptance. Customer shall reimburse NOV for any taxes withheld for which receipts or other reliable evidence substantiating the remittance of taxes to the appropriate government department or agency are not provided to NOV. Customer's obligation to deliver to NOV tax receipts or other reliable evidence issued by the taxing authority shall not apply if Customer establishes to the reasonable satisfaction of NOV that the appropriate government department or agency does not provide such documentation. Notwithstanding the above, if Customer is required to pay any such taxes or amounts that Customer believes is directly attributable to NOV, Customer shall first provide notice to NOV and give NOV an opportunity to intervene to protect its interest before Customer makes any payment.

Protest Rights. If Customer receives any demand or request for payment of any levies, charges, taxes or contributions for which it would seek indemnity or reimbursement from NOV, Customer shall promptly and timely notify the NOV in writing of such demand or request. "Promptly and timely" as used in this sub article means that Customer must notify NOV so that NOV has enough time and a reasonable opportunity to appeal, protest or litigate the levies, charges, taxes or contributions in an appropriate venue. To the extent that Customer fails to give prompt and timely notice, NOV has no obligation to, and will not, reimburse or indemnify Customer for these levies, charges, taxes or contributions. At NOV's request and cost, Customer shall initiate an appeal, protest or litigation in Customer's own name if Customer is the only party that can legally initiate this appeal, protest or litigation. Customer shall allow NOV to control the response to such demand or request and Customer shall use its best efforts to appeal against such demand or request. If Customer is required to pay any levies, charges, taxes or contributions in order to pursue an appeal, protest or litigation, NOV shall reimburse Customer for that amount promptly upon receipt of a written request from Customer. NOV shall not be responsible for any compromise made by Customer without NOV's prior written consent.

Cooperation. Customer shall cooperate with NOV, and at the request of NOV, Customer shall use its best efforts to supply to NOV such information (including documentary information) in connection with its activities as may be required by NOV for any of the following purposes:

a. To enable NOV to comply with the lawful demand or requirement for such information by any appropriate government authority or to ensure that all requirements of the applicable law are being complied with;
b. To enable NOV to conduct, defend, negotiate or settle any claim arising out of, or in connection with, such activities, whether or not such claim shall have become the subject of arbitration or judicial proceedings;
c. To enable NOV to make any application (including without limitation, any claim for any allowances or relief) or representation in connection with, or to contest any assessment on, or liability of NOV to any taxes, duties, levies, charges and contributions (and any interest or penalties thereon); or
d. To secure for NOV any beneficial tax treatment and legally minimize any tax obligations in connection with the Agreement.

NOV's request for such information and documents shall allow Customer a reasonable time to prepare, provide and submit that information requested. The obligations set forth above shall exist for a period of six (6) years commencing with the date of agreement by Customer of NOV's final

statement of account under the Agreement, and Customer shall retain and shall procure any subcontractor hereunder to retain, all information and documents in connection with its activities under or pursuant to the Agreement as shall enable Customer to comply with the above obligations.

4. PAYMENT TERMS

Unless alternate payment terms are specified and agreed to by NOV in writing, all charges, including applicable licensing, packing and transportation costs, billed by NOV are payable within net 30 days of the date of invoice. NOV reserves the right to modify or withdraw credit terms at any time without notice. Unless otherwise specified, all payments are due in the currency specified in the Proposal, Acknowledgment and/or invoice. Interest shall be due from Customer to NOV on overdue accounts at 6% p.a. or the maximum rate allowed by law. Customer must provide notice of any payment dispute within thirty (30) days of the date of the invoice or Customer waives any right to dispute such invoice. When partial deliveries are made, Customer will be invoiced as Products are shipped and each invoice will be treated as a separate account and be payable accordingly. Payment is due whether or not technical Documentation and/or any third-party certifications are complete at the time of shipment. NOV shall be entitled to recover all reasonable attorneys' fees and other costs incurred in the collection of overdue accounts.

NOV reserves the right, where a genuine doubt exists as to Customer's financial position or if Customer is in default of any payment obligation, to suspend delivery or performance of any agreement and/or any Order or any part thereof without liability and without prejudice to, and without limitation of, any other remedy available to NOV until Customer cures the default or satisfactory security for payment has been provided. NOV shall have the option to extend the delivery date by a time at least equal to the period of such suspension. In the event of Rental, should Customer default in meeting any of the terms hereunder for any reason, NOV has the right to retrieve all Rentals as detailed in the Agreement and also to collect rental fee and other payments due. If Customer elects to exercise a purchase option for Rental Equipment, Rental charges will be incurred and will be invoiced until the later of (i) the end of the agreed time period that commences on the delivery of the Rental Equipment to Customer and ends upon its return to NOV's premises ("**Rental Period**"); or (ii) 30 days prior to the receipt of total purchase price and all other Rental amounts due.

5. DELIVERY

Unless otherwise agreed to by NOV in writing, delivery terms shall be FCA NOV's premises (INCOTERMS 2020). Where Equipment is to be supplied from stock, such supply is subject to availability of stocks at the date of delivery. Partial shipments may be made as agreed to by Customer and NOV. Stated delivery dates are approximate only and cannot be guaranteed. NOV shall have no liability for damages arising out of the failure to keep a projected delivery date, irrespective of the length of the delay. In the event Customer is unable to accept delivery of Equipment when tendered, NOV may, at its option, arrange for storage of the Equipment, at Customer's sole risk and cost. This provision is without prejudice to any other rights which NOV may have with respect to Customer's failure to take delivery of Equipment, which includes the right to invoice Customer for the Equipment. Customer is responsible for all shipping costs from NOV's premises to the location as designated by Customer. All shipping costs for the return of Equipment from the location specified by Customer to NOV's premises shall also be for Customer's account.

6. TITLE AND RISK OF LOSS

For purchased Equipment, ownership and risk of loss or damage pass to Customer upon the earlier of (a) NOV's delivery of the Products, or (b) invoicing by NOV for the Products where Customer is unable to accept delivery on the scheduled date. NOV retains a security interest in the Products until the purchase price has been paid. Customer agrees to provide NOV a first-priority and cross-collateralized security interest in all Products supplied by NOV under the same Agreement and the proceeds thereof and perform upon request all acts required to secure NOV's interest including but not limited to executing all documents necessary to memorialize, record and perfect NOV's said security interest. NOV accepts no responsibility for any damage, shortage or loss in transit. NOV will attempt to pack or prepare all shipments so that they will not break, rust or deteriorate in shipment, but NOV does not guarantee against such damage. Claims for any damage, shortage or loss in transit must be made by Customer on the carrier.

In the event of Rental, Customer assumes all risk and liability whether or not covered by insurance, for loss or damage to the Rental Equipment upon delivery by NOV. Title to Rental Equipment shall remain with NOV at all times. Customer acquires no ownership, title or property rights to the Rental Equipment except the right to use the Rental Equipment subject to the terms of the Agreement during the Rental Period.

7. LIMITED WARRANTY

a. New Equipment. NOV warrants to Customer, and solely for the benefit of the original user, that for a period of eighteen (18) months from delivery or twelve (12) months from installation, whichever is earlier, new Equipment of its own manufacture shall conform to the material and technical specifications set forth in the Proposal. If, during the warranty period, such new Equipment fail to conform with such specifications, NOV will, at its option, either repair or replace such defective Equipment with the type originally furnished for pick up at NOV's location.

b. Remanufactured to "As New" Equipment. NOV warrants to Customer that for a period of six (6) months from the date of delivery by NOV or installation of the Equipment, whichever is earlier, reconditioned Equipment sold "as new" will be free from defects in material and workmanship. If the reconditioned "as new" Equipment fails to conform with such warranty, NOV will, at its option, either repair or replace such defective Equipment with the type originally furnished for pick up at NOV's location.

c. Overhauled Equipment. NOV warrants to Customer that for a period of four (4) months from the date of delivery by NOV or three (3) months from installation, whichever is earlier, that overhauled Equipment will be free from defects in workmanship. If the overhauled Equipment fail to conform with such warranty, NOV will, at its option, either repair or replace such defective Equipment with the type originally furnished for pick up at NOV's location. This warranty expressly assumes that parts normally considered consumables including without limitation to rubber goods, seals (rubber, polymer and/or metallic) and/or bearings, are replaced during overhaul. If Customer requests that such parts not be replaced, NOV hereby disclaims any warranty for said overhauled Equipment.

d. Service. NOV warrants that the Services shall be provided pursuant to the Order and shall conform to the material aspects of the specifications set forth in the Proposal. NOV shall use reasonable efforts to re-perform that part of the non-conforming Services, provided NOV is notified by Customer prior to NOV's departure from the worksite. TRAINING AND TRAINING MATERIALS ARE PROVIDED "AS IS," WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND AND ARE FOR INFORMATIONAL PURPOSES ONLY.

e. Rental. NOV warrants that the Rental Equipment shall materially conform to the material aspects of the specifications set forth in the Proposal. Provided NOV is notified by Customer prior to NOV's departure from the worksite, NOV will, at its option, repair or replace non-conforming Rental Equipment. In the event of failure or other non-performance of NOV's Rental Equipment contributing to loss of hole, Rental rates will apply during re-drill to equivalent total depth. Notwithstanding the above but unless otherwise agreed to by NOV and Customer, during the Rental Period, Customer, at its own cost, shall perform all daily lube, fuel, and daily maintenance on the Rental Equipment as prescribed in the NOV provided manual.

f. Claims. NOV's warranty and remedy obligations are predicated on Customer doing the following as to any reported warranty claim: (1) reporting the issue to NOV in writing within the relevant warranty period; (2) furnishing NOV with such information and assistance about the issue and use of the Products as NOV may reasonably request; (3) Customer making appropriate employees or contractors available to work with NOV's support representative(s) and (4) verification by NOV of the alleged non-conformity.

g. Exclusions. NOV's warranty obligations hereunder shall not apply if non-conformity or failure was caused by (a) Customer Group's (as defined in Article 13) failure to properly store or maintain the Products;

(b) the unauthorized modification, repair or service of the Products by Customer Group; (c) utilization of or combination with software, data, replacement parts or other materials not manufactured by NOV or described in the applicable specification; or (d) any use, storage or handling of the Products by Customer Group in a manner inconsistent with NOV's recommendations or the applicable Documentation. Further, NOV's warranty obligations under this Article 7 shall terminate if (a) Customer fails to perform its obligations under the Agreement or any other agreement between the parties, or (b) if Customer fails to pay any charges due NOV. Any third-party warranties provided on Products not manufactured by NOV are assigned to Customer, without recourse, at the time of delivery, provided such warranties are assignable. PRODUCTS NOT MANUFACTURED BY NOV AND SECONDHAND GOODS ARE NOT COVERED BY THE WARRANTIES SET FORTH IN THIS ARTICLE 7. NOV MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY SUCH THIRD-PARTY OR SECONDHAND PRODUCT.

h. DISCLAIMER. THIS ARTICLE 7 SETS FORTH CUSTOMER'S SOLE REMEDY AND NOV'S EXCLUSIVE OBLIGATION AND LIABILITY WITH REGARD TO DEFECTIVE OR NON-CONFORMING PRODUCTS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED PURSUANT TO THE PROVISIONS OF THIS ARTICLE 7, THE PRODUCTS ARE PROVIDED "AS IS," WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. NOV EXPRESSLY DISCLAIMS ALL CONDITIONS, WARRANTIES AND REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED CONDITIONS OR WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, SATISFACTORY QUALITY, OR THAT DEFECTS WILL BE CORRECTED. NOV DOES NOT WARRANT THAT THE PRODUCTS WILL PROVIDE FAIL-SAFE PERFORMANCE WHEN USED IN HAZARDOUS ENVIRONMENTS, INCLUDING WITHOUT LIMITATION (I) OIL AND GAS DRILLING, AND (II) ANY OTHER APPLICATION IN WHICH THE DEFECT, FAILURE OR MALFUNCTION OF THE PRODUCTS COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, ENVIRONMENTAL OR PROPERTY DAMAGE.
NO ORAL OR WRITTEN INFORMATION, MARKETING OR PROMOTIONAL MATERIALS, OR ADVICE OR RECOMMENDATION GIVEN BY NOV OR NOV'S AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE EXPRESS WARRANTIES PROVIDED HEREIN.

8. CHANGES

NOV expressly reserves the right to change, discontinue or modify the design and manufacture of Products without obligation to furnish, retrofit, support or install products previously or subsequently sold. Irrespective of anything stated to the contrary elsewhere, if, on or after the date of the issuance of the Proposal or the Order, there shall be any change in (i) the level or in the incidence, or any new incidence or abolition, of any tax applicable to the Agreement or any Order issued hereunder, which are by law payable by NOV hereunder in respect of its employees working under the Agreement or any Order issued hereunder or in respect of NOV's activities under the Agreement or an Order hereunder, the net amount of such change or new incidence or abolition shall constitute an addition or reduction (in line with the law change) to the sums payable to NOV under the Agreement, including taxes which Customer is required by law to deduct at source from the payment to NOV, provided NOV has submitted documentation to Customer of the net impact and additional cost arising from a change in tax law, or (ii) in any tax treaty, trade agreements, tariffs, applicable laws, decrees, rulings, practices or regulations, or any changes in the interpretation of same are made, published or become effective after the date of the issuance of NOV's Proposal or issuance of Order, or other circumstances beyond NOV's reasonable control, and such changes cause additional or increased costs to NOV's performance and/or impact the delivery schedule; NOV shall be entitled to extension of any delivery date and to pass those increases to Customer through a price adjustment.

9. PRIVACY & CUSTOMER DATA

Customer acknowledges and agrees that the Products may contain certain data logging functionality, including as part of the Services, and consents to the collection and sending of such data generated by the data logging functionality to NOV Group. As between Customer and NOV, Customer owns all data and information generated by the data logging functionality provided by or on behalf of Customer Group or otherwise collected via the Services ("**Customer Data**"). Customer grants to NOV Group a non-exclusive, irrevocable, perpetual, transferable, world-wide, royalty-free, fully paid-up, and without the right of attribution, right and license for the NOV Group to use and create derivative works of and from the Customer Data for its business purposes, provided that NOV Group will not use or disclose Customer Data in a manner that would identify Customer or Customer Data provided, however, that NOV may disclose Customer Data if NOV determines that such disclosure is legally required or is necessary to protect NOV's rights or for the enforcement of these Terms. Customer acknowledges and agrees that any data or information generated by the NOV Group from their use of the Customer Data is owned by NOV.

Customer represents and warrants that it will obtain all consents necessary to permit the NOV Group's collection and use of Customer Data as provided in these Terms. Customer shall indemnify, Defend and hold NOV Group harmless from and against any and all any Claims (as defined in Article 13) asserting that Customer does not have the full legal right (including any moral rights) to grant the above right to collect, send and use the Customer Data and/or that the Customer Data in the form delivered to NOV Group infringes upon or otherwise misappropriates any intellectual property or other rights of such party.

Customer shall not knowingly send to or store in the Products any viruses, worms, Trojan horses or other harmful code, or data which violates the rights of any individual or entity. NOV SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE DELETION, CORRUPTION, CORRECTION, DESTRUCTION, DAMAGE, LOSS, OR FAILURE OF ANY CUSTOMER DATA OR OTHER DATA.

10. INTELLECTUAL PROPERTY RIGHTS

The Products, including all applicable ideas, methods, algorithms, formulae and concepts used in developing and/or incorporated into the Products, and all derivative works (as such term is used in the U.S. copyright laws) based upon any of the foregoing and all copies of the foregoing are the proprietary and intellectual property rights and trade secrets of NOV, having significant commercial value to NOV. Except with respect to the sale of Equipment, title to all Products shall be and remain exclusively with NOV. NOV may freely use any suggestions or recommendations for improvements or modifications to the Products made by or on behalf of Customer without attribution except to the extent necessary to register NOV's intellectual property rights under US law or other applicable law, or the need for NOV or any third party to pay Customer or any third party any royalties or other fees of any kind. No intellectual property or other ownership rights to any Products are transferred to Customer by virtue of these Terms. Except with respect to the sale of Equipment, all Products in Customers' possession are licensed to Customer during the term of the applicable Order. All rights not expressly granted herein are reserved to NOV.

All Services provided to Customer are conditioned on Customer's continued compliance with the Agreement. Notwithstanding any other remedies available to NOV at law, in equity, or otherwise, the Services may immediately and automatically be suspended or terminated, at NOV's sole discretion, if Customer fails to comply with any terms of the Agreement. In the event of termination of the Agreement or expiry of Services, all licenses granted therein shall also terminate and Customer shall cease all use of the Products, excluding any fully paid for Equipment, and Customer shall return or destroy, in NOV's sole discretion, any NOV Confidential Information (as defined below). Upon NOV's request, Customer shall provide an "affidavit of destruction" acceptable to NOV certifying compliance with the foregoing.

11. CONFIDENTIAL INFORMATION

Each party recognizes and acknowledges that it shall (a) maintain all data, information, disclosures, documents, drawings, specifications, patterns, calculations, software, applications, technical information and other documents (collectively, "Confidential Information") obtained from the other party in strict confidence, (b) use Confidential Information only for the purposes set forth in the Agreement, (c) limit dissemination of Confidential Information to its officers, employees, subcontractors and consultants who have a "need to know" and who have agreed not to disclose such

Confidential Information, (d) not otherwise disclose any Confidential Information, or permit any third party to examine or copy any Confidential Information, without the disclosing party's prior written consent, and (e) advise the disclosing party promptly in writing of any unauthorized disclosure or use of Confidential Information. The receiving party shall be liable for any breach of this Article 11 by any of its employees, agents or any other person who obtains access to or possession of any of the disclosing party's Confidential Information from or through the receiving party. Each party acknowledges that the restrictions in this Article 11 are reasonable and necessary to protect the other party's legitimate business interests. Each party acknowledges that any breach of any of the provisions of Articles 10 or 11 shall result in irreparable injury to the non-breaching party for which money damages could not adequately compensate. If there is a breach, then non-breaching party shall be entitled, in addition to all other rights and remedies which it may have at law or in equity, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach. The existence of any claim or cause of action that a party or any other person may have against the other party shall not constitute a defense or bar to the enforcement of any of the provisions of this Article 11. For the avoidance of doubt, training material and software are Confidential Information of NOV. Notwithstanding the above, this Article 11 shall not deprive the receiving party of the right to use or disclose any Confidential Information: (a) which is, at the time of disclosure, known to the public; (b) which becomes at a later date known to the public through no fault of the receiving party ; (c) which is possessed by the receiving party, as evidenced by such party's written records, before receipt thereof from the disclosing party; (d) which is disclosed to the receiving party in good faith by a third party who has an independent right to such information; (e) which is developed by the receiving party as evidenced by documentation, independently of the Confidential Information; or, (f) which is required to be disclosed by the receiving party pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided that the receiving party uses its best efforts to provide timely notice of such order to the disclosing party to permit the disclosing party an opportunity to contest such order.

12. FORCE MAJEURE

If either party is unable by reason of Force Majeure to carry out any of its obligations under the Agreement, other than the obligations to pay money when due and indemnification obligations assumed hereunder, then on such party giving notice and particulars in writing to the other party within a reasonable time after such party's knowledge of the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include acts of God, laws and regulations, government actions, war, civil disturbances, strikes and labor problems, delays of vendors, carriers, lightening, fire, flood, washout, storm, breakage, epidemic, pandemic, or accident to equipment or machinery, shortage of raw materials, internet or telecommunications failures, network intrusions, denial of service attacks, and any other causes that are not reasonably within the control of the party so affected. NOV shall be paid its applicable standby rate, if any, during any such Force Majeure event.

13. LIABILITIES, RELEASES AND INDEMNIFICATION

For purpose of this Article 13, the following definitions shall apply:

"**Claims**" means all claims, demands, causes of action, liabilities, damages, judgments, fines, penalties, awards, losses, costs, expenses (including without limitation attorneys' fees and costs of litigation) of any kind or character arising out of, or related to, or in connection with the performance, non-performance or mis-performance of or subject matter of the Agreement (including, without limitation, property loss or damage, personal or bodily injury, sickness, disease or death, loss of services and/or wages, pain and suffering, or loss of consortium or society).

"**Consequential Loss**" means (i) consequential, punitive, exemplary, special, incidental or indirect loss under the governing law of these Terms; and (ii) loss and/or deferral of production; loss of product; loss of business or business opportunities; loss of use; loss due to business interruptions; drilling or production unit, facility, equipment, vessel, spread and personnel downtime or standby time, loss of revenue, profit or anticipated profit (if any); in each case whether direct or indirect to the extent these are not included in (i), and whether or not foreseeable at the effective time of the Agreement.

"**Customer Group**" means (i) Customer, its parent, subsidiary or related companies, (ii) any company to whom Customer is providing its services or products to under contract, (iii) its and their working interest owners, co-lessees, co-owners, partners, joint venturers, if any, and their respective parents, subsidiary or related companies,(iv) its and their subcontractors and contractors of any tier (except for NOV Group) and (v) the officers, directors, employees, consultants, agents and invitees of all of the foregoing.

"**Defend**" means the obligation of the indemnifying party at the indemnifying party's election (i) to defend the indemnified party at the indemnifying party's sole expense or (ii) to reimburse the indemnified party for the indemnified party's reasonable expenses incurred in defending themselves provided that the indemnified party shall notify the indemnifying party without undue delay and in writing upon receipt of any Claim, or upon the filing of any such Claim, whichever first occurs, and shall afford the indemnifying party full opportunity, at indemnifying party's option and expense, to answer such Claim or threat of suit, assume the control of the defense of such suit, to settle or compromise same, and indemnified parties shall provide all information and assistance reasonably requested by the indemnifying party to handle the defense or settlement of such claim. Notwithstanding the indemnifying party's election of option (i) above, the indemnified parties shall be entitled to participate in their defense at the indemnified parties sole cost. The indemnifying party shall not consent to entry into judgment or enter into any settlement that admits liability of the indemnified party, provides for injunctive or other non-monetary relief affecting the indemnified party or that does not include as an unconditional term the giving by each claimant or plaintiff to the indemnified party of a release from all liability with respect to such claim. The indemnifying party's liability under this Article 13 shall be reduced to the extent that the indemnifying party is actually prejudiced by the indemnified party's failure to give notice promptly after the indemnified party learns of such claim or by the indemnified party's failure to cooperate as set forth herein.

"**NOV Group**" means (i) NOV, its parent, subsidiary or related companies, (ii) its and their working interest owners, co-lessees, co-owners, partners, joint venturers, if any, and their respective parents, subsidiary or related companies, (iii) its and their subcontractors of any tier, and (iv) the officers, directors, employees, consultants, agents and invitees of all of the foregoing.

a. NOV shall release, indemnify, Defend and hold Customer Group harmless from and against any and all Claims in respect of personal or bodily injury to, sickness, disease or death of any member of NOV Group, and all Claims in respect of damage to or loss or destruction of property owned, leased, rented or hired by any member of NOV Group.

b. Customer shall release, indemnify, Defend and hold NOV Group harmless from and against any and all Claims in respect of personal or bodily injury to, sickness, disease or death of any member of Customer Group, and all Claims in respect of damage to or loss or destruction of property owned, leased, rented or hired by any member of Customer Group. Notwithstanding Article 13.a, Equipment that has been rented to, leased to or consigned to Customer by NOV Group shall be considered Customer's property for the purposes of this Article 13.b.

c. Notwithstanding anything to the contrary, Customer, to the maximum extent permitted under applicable law, shall release, indemnify, Defend and hold NOV Group harmless from and against any and all Claims asserted by or in favor of any person or party, including NOV Group, Customer Group or any other person or party, arising out of, resulting from or in connection with: (i) loss of or damage to any well or hole (including but not limited to the costs of re-drill), (ii) blowout, fire, explosion, cratering or any uncontrolled well condition (including without limitation to the costs to control a wild well and the removal of debris), (iii) damage to any reservoir, geological formation or underground strata or the loss of oil, water or gas therefrom, (iv) pollution or contamination of any kind (other than surface spillage of fuels, lubricants, rig sewage or garbage, to the extent attributable to the negligence of NOV), including but not limited to the cost of control, removal and clean-up, or (v) damage to, or escape of any substance from, any pipeline, vessel or storage facility.

d. NOV shall release, indemnify, Defend and hold Customer harmless from and against any and all third-party Claims alleging that the Products infringes a valid U.S. patent, copyright or trademark of such third party. Notwithstanding the foregoing, NOV shall have no obligation to Customer to the extent any Claim is caused by (i) any specifications or modifications requested by Customer or the unauthorized modification, repair or service of the Products; or (ii) the combination, operation or use of the Products with other products, software, hardware or third party equipment where the Claim would not exist but for such combination, operation or use. If any of Products become, or in the opinion of NOV may become, the subject of a claim of infringement, NOV may, at its option: (x) procure for Customer the right to use such Products free of any liability; (y) replace or modify such Products to make them non-infringing; or (z) if neither (x) nor (y) is commercially feasible, directing Customer to stop using the Products and issue Customer a pro-rata refund of the price paid for such affected Product. NOV'S MAXIMUM AGGREGATE LIABILITY UNDER THIS ARTICLE 13 WILL BE ONE MILLION U.S. DOLLARS ($1,000,000.00 USD).

e. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT WITH RESPECT TO (i) BREACH OF EITHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, (ii) ANY BREACH OF EITHER PARTY'S CONFIDENTIALITY OBLIGATIONS AND (iii) CUSTOMER'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT OR NOV'S DAMAGES IN LIEU THEREOF, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO THE OTHER PARTY'S GROUP AND EACH PARTY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS THE OTHER PARTY AND THE OTHER PARTY'S GROUP HARMLESS FROM AND AGAINST ITS OWN AND ITS GROUP'S CONSEQUENTIAL LOSS.

f. NOV GROUP'S TOTAL LIABILITY TO CUSTOMER GROUP FOR ALL CLAIMS SHALL BE LIMITED TO AND SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THE RELEVANT ORDER FOR THE PRODUCT GIVING RISE TO THE APPLICABLE CAUSE OF ACTION.

g. THE EXCLUSIONS OF LIABILITY, RELEASES AND INDEMNITIES SET FORTH IN ARTICLES 13.a THROUGH 13.g SHALL APPLY TO ANY CLAIM(S), LOSSES OR DAMAGES WITHOUT REGARD TO THE CAUSE(S) THEREOF, INCLUDING BUT NOT LIMITED TO PRE-EXISTING CONDITIONS, WHETHER SUCH CONDITIONS BE PATENT OR LATENT, THE UNSEAWORTHINESS OF ANY VESSEL OR VESSELS, IMPERFECTION OF MATERIAL OR SERVICE, DEFECT OR FAILURE OF PRODUCTS, BREACH OF CONDITION, REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED), ULTRAHAZARDOUS ACTIVITY, STRICT LIABILITY, TORT, BREACH OF CONTRACT, BREACH OF DUTY (STATUTORY OR OTHERWISE), BREACH OF ANY SAFETY REQUIREMENT OR REGULATION, OR THE NEGLIGENCE OR OTHER LEGAL FAULT OR RESPONSIBILITY OF ANY PERSON (INCLUDING THE INDEMNIFIED OR RELEASED PARTY), WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE.

h. Redress under the indemnity provisions set forth in this Article 13 shall be the exclusive remedy(ies) available to the parties hereto for the matters, claims, damages and losses covered by such provisions.

14. INSURANCE

Each party covenants and agrees to support the mutual indemnity obligations contained in Articles 13.a and 13.b, by carrying equal amounts of insurance (or qualified self-insurance) in an amount not less than U.S. $5,000,000.00. Upon written request, each party shall furnish to the other party certificates of insurance evidencing the fact that the adequate insurance to support each party's obligations hereunder has been secured. To the extent of each party's release and indemnity obligations expressly assumed by each party hereunder, each party agrees that all such insurance policies shall, (a) be primary to the other party's insurance; (b) include the other party, its parent, subsidiary and affiliated or related companies, and its and their respective officers, directors, employees, consultants and agents as additional insured; and, (c) be endorsed to waive subrogation against the other party and the other party's Group.

15. CANCELLATION

Orders placed by Customer and accepted by NOV may be canceled only with the consent of NOV and will subject Customer to cancellation charges. All of NOV's documents, drawings and like information shall be returned to NOV upon Customer's request for cancellation. No Orders may be canceled subsequent to delivery or shipment, whichever occurs earlier. As estimated actual damages, Customer agrees to pay NOV the greater of NOV's actual costs incurred prior to cancellation plus a reasonable profit, or the following minimum cancellation charges for Equipment. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE CANCELLATION CHARGE SET FORTH IN THIS ARTICLE 15 IS A REASONABLE ESTIMATE OF DAMAGES TO BE SUFFERED BY NOV AS A RESULT OF THE CANCELLATION OF AN ORDER FOR EQUIPMENT, WHICH AMOUNTS ARE IMPOSSIBLE OR EXTREMELY DIFFICULT TO ASCERTAIN, AND THAT SUCH CANCELLATION CHARGE IS NOT INTENDED AS A PENALTY BUT AS LIQUIDATED DAMAGES:

a. 20% of the value of the relevant Order if canceled 30 or more days prior to the original delivery/shipment date;
b. 50% of the value of the relevant Order if canceled thereafter; or
c. 100% of the value of any non-standard Equipment (which are Equipment not built for stock or built to customer specifications).

In the event of an Order for Rental, or Services, the minimum charges as stated in the Order or an applicable proposal will apply. Customer shall verify the amount of the cancellation charges prior to canceling an order.

16. RETURN OF MADE TO STOCK PARTS

With NOV's written approval, unused, incorrectly shipped or "Made to Stock" parts ordered incorrectly, in new condition and of current manufacture and catalog specifications may be returned by Customer for credit (subject to a restocking fee), provided written request is received within six (6) months after the purchase date. Except for "Made to Stock" parts as set forth above in this Article 16, no Products are returnable for credit and such Products shall only be accepted for return with the prior written agreement of NOV. Requests for return of "Made to Stock" parts must show the original Order number, invoice number, description of material, and date of purchase. Return of Products does not relieve Customer of the obligation to make payment against NOV's invoice, and any credit or refund allowed will be issued only following NOV's receipt of the Products and payment therefor. The credit allowed on returned Products, if any, is a merchandise credit and is applicable only against future purchases of NOV Products as agreed by NOV. The credit given will be solely in NOV's discretion and may be based on the original or a subsequently adjusted price. A charge will be assessed to clean-up, refinish and restock the Products, if applicable. No rubber or electronic products or components may be returned for credit after six (6) months from date of purchase.

17. GOVERNING LAW

a. Except as provided in Article 17 (b) below, the Agreement shall be governed by and interpreted in accordance with the laws of England and Wales, excluding conflicts and choice of law principles. Except as provided for in Articles 13 and 14, the parties agree that The Contracts (Rights of Third Parties) Act 1999 as amended shall not apply to the Agreement. Any dispute arising out of or in connection with the Agreement, including any question regarding their existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this Article 17. The number of arbitrators shall be three unless the Claim does not exceed an amount of ONE MILLION U.S. DOLLARS ($1,000,000.00 USD), in which case the number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, England and shall be conducted in the English language. Judgment upon any award may be entered in any court having jurisdiction thereof. Except as may be required by law, neither party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the other party.

b. For Products provided, or to be provided, or where an Order is accepted or fulfilled, by a NOV entity registered in North or South America (the "Americas"), the Agreement shall be governed by and

interpreted in accordance with the substantive laws of the State of Texas, excluding conflicts and choice of law principles. Any dispute, action or proceeding arising out of or relating to the Agreement must be brought in the applicable State Court in Montgomery County, Texas or Federal Court serving Montgomery County, Texas, and each of the parties hereby agrees to irrevocably submit itself to the exclusive jurisdiction of each such court in any such action or proceeding and waives any objection it may now or hereafter have to venue or convenience of forum.

18. REGULATORY COMPLIANCE

NOV and Customer shall conduct its operations in accordance with all applicable laws, rules, regulations and decrees of any governmental or regulatory body having jurisdiction over the parties, the Products and/or the worksite where the work in connection with the Agreement and the relevant Order is being performed, including but not limited to the United States Foreign Corrupt Practices Act 1977, the United Kingdom Bribery Act 2010, and such other similar anti-corruption laws as may apply; provided that nothing in the Agreement is intended or should be construed to require NOV or Customer to act or fail to act if such action or failure to act would be inconsistent with or penalized by (i) the laws and regulations of NOV's or Customer's country of incorporation and/or (ii) the laws and regulations of the country of incorporation of any direct, indirect or ultimate parent company of NOV or Customer.

By acceptance of delivery of Goods or performance of Services under this Agreement, Customer warrants and certifies that Products acquired from and/or products serviced by NOV will not be sold, exported, reexported, transferred, consigned, leased, rented, diverted or otherwise disposed of in violation of: (i) the U.S. Export Administration Regulations; (ii) the U.S. International Traffic in Arms Regulations (ITAR); (iii) the provisions of the Chemical Weapons Convention; (iv) applicable U.S. sanctions and embargoes administered by the U.S. Department of Treasury; or (v) any other applicable laws and regulations. Customer further warrants and certifies that it shall not directly or indirectly sell, export, reexport, transfer, consign, lease, rent, divert or otherwise dispose of the products to, via, or for the use by or benefit of any person, entity, country or countries (including any territory of such countries, territorial waters or other areas over which such countries assert jurisdiction or economic rights), or for any activity or use prohibited by or subject to sanctions under the laws or regulations of the United States or other applicable jurisdiction, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. In addition, to the extent that Article EU Council Regulation (EU) No 833/2014 applies to the Goods that are sold to Customer under this Agreement, Customer agrees that: (1) it shall not sell, export or re-export the Goods, directly or indirectly, to the Russian Federation or Belarus, or for use in the Russian Federation or Belarus; and (2) it shall use best efforts to ensure that the purpose of (1) is not frustrated by any third parties, including by possible resellers. Any breach of this provision shall constitute a material breach of this Agreement. In the event of a conflict of laws, please contact NOV Corporate Compliance.

If NOV believes in good faith that Customer has breached any provision of this Article 18, NOV shall have the right to immediately terminate this Agreement and any Order upon notice to the Customer. Alternatively, NOV may suspend performance of all Services and/or Products under this Agreement and any Order with immediate effect on written notice to Customer. In the event of such suspension, Customer shall have a period of 30 days (the "Suspension Period") to demonstrate to the reasonable satisfaction of NOV, acting in good faith, that no breach has occurred. If, following the Suspension Period, NOV acting in good faith is not reasonably satisfied that no breach has occurred, NOV may immediately terminate this Agreement and any Order upon notice to the Customer. Customer shall indemnify, Defend and hold NOV harmless from and against any Claim incurred in connection with Customer's breach of any of the provisions of this Article 18.

19. INDEPENDENT CONTRACTOR

It is expressly understood that NOV is an independent contractor, and that neither NOV nor its principle, partners, employees or subcontractors are servants, agents or employees of Customer. In all cases where NOV's employees (defined to include NOV's and its subcontractors, direct, borrowed, special, or statutory employees) are covered by the Louisiana Worker's Compensation Act. La. R.S. 23:102 et seg., NOV and Customer agreed that all Products provided by NOV and NOV's employees pursuant to the Agreement are an integral part of and are essential to the ability of Customer to generate Customer's goods, products, and services for the purpose of La. R.S. 23:106(A) (1). Furthermore, NOV and Customer agree that Customer is the statutory employer of all of NOV's employees for the purpose of La. R.S. 23:1061(A) (3).

20. ADDITIONAL RENTAL TERMS AND CONDITIONS

Unless otherwise indicated, the Rental rates contained in NOV's Proposal are on a per day basis and such rates shall apply to each piece of Rental Equipment rented. NOV represents that it has fully inspected the Rental Equipment as detailed in the applicable Order and that said Rental Equipment is in good condition and repair and is fully acceptable for use as specified in the applicable Order. Furthermore, NOV represents that the Rental Equipment and parts are not subject to any encumbrances or liens, and that NOV has full title to such Rental Equipment.

Customer represents and warrants that it shall use the Rental Equipment in a careful and proper manner and shall comply with all laws, ordinances and regulations relating to the possession, use and maintenance of the Rental Equipment in accordance with NOV's approved procedures. In the event the parties agree that Customer shall operate the Rental Equipment, Customer further represents that the Rental Equipment will be operated by skilled employees trained in the use of the Rental Equipment. Customer shall keep the Rental Equipment free and clear of all liens and encumbrances arising in connection with Customer's operations and/or use of the Rental Equipment. Customer, at its sole cost, shall provide and maintain insurance against the loss, theft, damage or destruction of the Rental Equipment. The coverage shall be in an amount not less than the new replacement price of the Rental Equipment. NOV shall provide Equipment prices upon request.

At the expiration of the applicable Rental term, Customer will at its sole cost return the Rental Equipment to the facility designated by NOV, in working condition (reasonable wear and tear excepted). Upon receipt of the returned Rental Equipment, NOV will service and inspect the Rental Equipment. In the event NOV determines that the Rental Equipment is materially damaged or not in working condition (reasonable wear and tear excepted), any service work required to bring the Rental Equipment to good working condition will be charged back to Customer. Such charges may include service, inspection, and spare parts. Customer shall reimburse the current replacement cost of any Rental Equipment that is not returned at the expiration of the applicable Rental term.

21. GENERAL

The Agreement constitutes the entire agreement between the parties with regards to the subject matter hereof and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. Failure of NOV to enforce any of the terms and conditions of the Agreement shall not prevent a subsequent enforcement of such terms and conditions or be deemed a waiver of any subsequent breach. The terms of the Agreement will be considered as severable, so that the invalidity or unenforceability of any provisions will not affect the validity or enforceability of the remaining provisions; provided that no such severability will be effective if it materially changes the economic benefit of the Agreement to either party. Customer acknowledges that it has not relied on any representations other than those contained in these Terms. The Agreement shall not be varied, supplemented, qualified, or interpreted by any prior course of dealing between the parties or by any usage of trade. Customer may not novate, assign, sublicense or otherwise transfer the Agreement, wholly or partly, or any portion of the work provided hereunder, without the prior written consent of NOV, which consent shall not be unreasonably withheld or delayed. Any attempt to assign, sublicense or transfer all or any part of the Agreement, or any portion of the work provided hereunder, without first obtaining written consent will be void and of no force or effect. NOV may assign the Agreement and/or any Order (or any rights and interests thereunder) to a related company or subcontract the provision of Products (or any portion thereof) without the prior written consent of Customer. Notwithstanding the foregoing, the Agreement shall be binding upon, and inure to the benefit of, the permitted successors and assigns of each party. Articles 1, 3, 7.h, 9, 10, 11, 13, 14, 17, 18, and 21 shall survive expiry or termination of an Order or the Agreement.

Sole Authorization Letter

Chemineer ™ Moyno™ - Industrial Technologies

November 12, 2025

Customer Name: City of High Point
121 N. Pendleton St
High Point, NC 27260

Subject: Authorized Manufacture/Sole Source Letter

To Whom it may Concern,

This letter is to confirm that Brown and Morrison of 14201-D South Lakes Dr, Charlotte, NC 28224 is the only authenticated authorized distributor for Chemineer and Moyno products hereby known as and referred to as NOV (National Oilwell Varco) in the states of Virginia, North Carolina, and South Carolina.

Please be advised that NOV is the only OEM manufacture of Chemineer and Moyno parts worldwide. All other named parts are considered replicated and do not meet Chemineer or Moyno's standards for materials or fitment.

Chemineer and Moyno (a division of NOV) has contracted Brown and Morrison as the Sole Authorized Representative in your area for Moyno™ products

Should you need any further assistance, please contact me.

Best Regards,

Shawn Brightman | *Chemineer and Moyno Regional Sales Manager*

NOV

Industrial – Pumps & Mixers

5870 Poe Avenue | Dayton, OH 45414

M 937.371.6895

E shawn.brightman@nov.com

Mono™ | Moyno™ | Chemineer™ | Kenics™ | Greerco™ | Prochem™

FINANCIAL SERVICES
Purchasing Division

CITY OF high point.

SOLE SOURCE JUSTIFICATION FORM

(For Items Costing **$10,000.00 or More**)
Statutory Reference N.C.G.S. 143-129(e)6

Requisition #

Vendor: National Oilwell Varco, LLP NOV

Item(s): 3 HT and 4HT Conversion mixers ES AAA

Justification:

Brown & Morrison, Ltd.is the sole authorized representative and channel partner for all process equipment brands of National Oilwell Varco, LLP (a.k.a,"NOV") in North Carolina, South Carolina & Virginia. The brands of NOV include KenicsTM Static Mixers, ChemineerTM & ProchemTM Agitators, GreercoTM Mixers, Moyno Progressing Cavity Pumps and grinders. This sole source letter also includes the provision to supply all genuine OEM replacement parts for the above listed brands of products.

Estimated expenditure for the above item(s): $240,358.00

Accounting Unit and Account(s): FD421-CC5208-SC154

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

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

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

Department Head/Authorized Personnel: Robby Stone — Digitally signed by Robby Stone Date: 2025.12.02 16:34:36 -05'00'

Department/Division: Public Services - Eastside WWTP

Date: 12-2-2025

APPROVAL PROCESS

Purchasing Manager: Candy E Harmon — Digitally signed by Candy E Harmon Date: 2025.12.03 08:43:34 -05'00'

Financial Services Director: Bobby Fitzjohn — Digitally signed by Bobby Fitzjohn Date: 2025.12.04 09:08:19 -05'00'

City Council ($30,000 – Up)

CITY OF HIGH POINT
AGENDA ITEM

TITLE: **Consideration of a Contract with KONE, Inc.**

FROM:
Greg Venable
Transportation Director

MEETING DATE:
December 15, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Proposal
2. Bid Recommendation Form

PURPOSE: To approve a contract with KONE, Inc. to modernize the elevator at the Main Street Parking Deck located at 115 S. Main Street. This contract is under the Omnia Partners Contract # EV2516 - Elevator, Escalator and Walkway Maintenance and Modernization Services and Related Solutions. The contract amount is $371,307

BACKGROUND: The Main Street Parking Deck is located at 115 S. Main Street and includes one elevator that is original to the building that was constructed in 1983. After recent maintenance issues, it has been determined that complete modernization of the unit is needed to improve safety and reliability.

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

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a contract with KONE, Inc. in the amount of $371,307 for elevator services at the Main Street Parking Deck and authorize the appropriate City Official(s) to execute all necessary documents.

Proposal for

High Point Parking Car 01

CITY OF HIGH POINT
Attention: Greg Venable

KONE People Flow Solution Proposal
10/22/2025

Dedicated to
People Flow™

KONE Inc.
Charlotte Office

1501 Center Park Dr
Charlotte, NC 28273
Mobile (704) 618-4250
Work (704) 618-4250
keith.dosseyjr@kone.com
www.kone.us

1. Proposal

Dear Greg Venable,

We are pleased to enclose, for your review and consideration, KONE's proposal to fully replace your equipment located at the following address: 115 SOUTH HAMILTON STREET, HIGH POINT, North Carolina.

- This proposal is based on 2026 installation.
- This proposal is valid for (30) days.
- Anticipated downtime: 7 weeks
- Proposal price includes necessary General Contractor work necessary for a code compliant installation

The existing equipment, as outlined below, will be replaced in accordance with the explanation provided herein. Where additional items are made a part of this Proposal, a complete description is provided. Where existing equipment and/or systems are not mentioned, the intent of this Proposal is to reuse said item(s) "as is". The KONE solution includes design, manufacturing, supply and installation of the following:

Equipment name	Solution	Capacity/Speed	Landings/Entrances	Elevator Price
MKOF FRB MonoSpace 500 24.2-1	1 x KONE MonoSpace 500 DX	2500 lbs / 150 fpm	Landings: 6 Entrances: 6 front / 0 rear	$ 371,307.00
			Building 1 Total	**$ 371,307.00**
			Total Sales Price, net including TAX	**$ 371,307.00**

3. Your Solution

Elevator Technical Specification

	MKOF FRB MonoSpace 500 24.2-1
Base solution	
KONE Solution	KONE MonoSpace 500 DX
Machinery location	Guiderail-mounted in overhead of hoistway
Capacity (lb)	2500
Speed (fpm)	150
Travel height (ft)	45 ft 0 in
Stops	6
Front entrances	6
Rear entrances	0
Control system	Full collective Simplex
IBC seismic design Category	B
Value (IP) (SDS)	0
Regulations	ASME A17.1-2022
KONE Environmental Product Declarations	https://www.kone.com/en/products-and-services/green-building/lifecycle-impact-assessments/
Shaft construction	
Shaft size (W x D) (ft)	8 ft 5 in x 6 ft 11 in
Pit depth (ft)	4 ft 0 in
Clear Height under Ceiling (ft)	13 ft 0 in
Mechanical components & machinery	
Power supply, machinery (V / Hz)	480 / 60
Car and doors	
Car size (WxDxH) (in)	6 ft 7.9213 in wide x 4 ft 3.9685 in deep x 7 ft 6 in high
Door opening dimensions (WxH) (ft)	3 ft 6 in x 7 ft 0 in

Design Group 1 - MKOF FRB MonoSpace 500 24.2-1

Rear and Side walls

Front and Side walls

Do you want to see the design in 3D view? Click below

KONE CAR DESIGNER

https://cardesigner.kone.us/#/doc/3eb844a9-be90-4222-9d43-a6bce1fde772

Materials and design

Please note that all images are for illustration purposes only. Some differences to actual product delivered may exist including number of wall panels, orientation of design, etc. Final approved layout drawings will reflect the actual cab design.

Elevator MKOF FRB MonoSpace 500 24.2-1

Design solution	KONE Design Collection: Industrial Chic, 42008
Side walls	#4 Brushed Stainless Steel
Rear wall	Black Velvet (L434)
Side walls	#4 Brushed Stainless Steel
Front wall	#4 Brushed Stainless Steel, pan type door
Ceiling	Rectangular, LED light panel (CL94) #4 Brushed Stainless Steel
Flooring by others	Maximum floor thickness: 1 in Maximum floor weight: 0.5 lb/ft2
Handrail	Round, straight ends (HR61) #4 Brushed Stainless Steel Handrail on rear wall
Skirting	#4 Brushed Stainless Steel
Car Fan	Fan Required

Door type	Single-speed, left-hand, side-opening
Entrance equipment	New entrances and hoistway doors will be provided. Fire rating shall be UL fire-rated for 1-1/2 hour.
Door material	#4 Brushed Stainless Steel
Sill material	Aluminum
Number of car operating panels (COP)	1
COP details	Dot matrix Flush #4 Brushed Stainless Steel Vertical (VER) Media screen all in 1 (CM3)
Jamb mounted destination indicator	Car Lantern (jamb-mounted) included
Signalization Series	KSS570 series signalization

Additional Options

24/7 Emergency Communications	Yes
Hall/Lobby panel included	Yes
Locking of car calls switch type	Key Switch Maintained
Operation of car ventilation	KONE Standard Fan

Landing	Floor Marking	Landing Sill Material	Finish	Entrance Frame type	Hall Lantern / Position Indicator
6 Front	6	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	None
5 Front	5	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	None
4 Front	4	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	None
3 Front	3	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	None
2 Front	2	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	None
1 Front	*1	Aluminum	#4 Brushed Stainless	Knock-down style bolted frames	None

4. Project-Specific Clarifications

This proposal includes provisions for KONE 24/7 Emergency Video Communications, which fully meets the intent of IBC 2018 and ASME A17.1 2019 code. In addition to the two-way audio communication, it allows for text-based two-way communication between the elevator cab and the KONE Customer Care Center as well as means to visually verify if the cab is occupied when an emergency call is placed. This solution is turn-key and code compliant, and includes the following:

- Hardware that enables audio and text-based two-way communication and video into the elevator cab, including touchscreen mounted in the car operating panel, camera, and all related wiring
- Wireless communication to KONE Customer Care Center is provided by KONE. No additional data and voice network or phone line is required to be provided by others
- 4-hour battery backup of both of in-car communication devices, wireless data, and voice network
- 24 hour-a-day, 7-day-a-week monitoring of elevator by KONE Customer Care Center
- The customer must provide a LAN network with internet service for the KONE Emergency Video Communications solution to connect with Cloud services. The network should support a 4-hour power backup and DHCP service for KONE devices. A router may be required for network interconnection. However, router delivery and configuration, as well as cables connecting KONE solutions to the LAN network, are not included in KONE's scope. The provided cables must reach the KONE solution's installed location. Specific network requirements will be detailed separately.

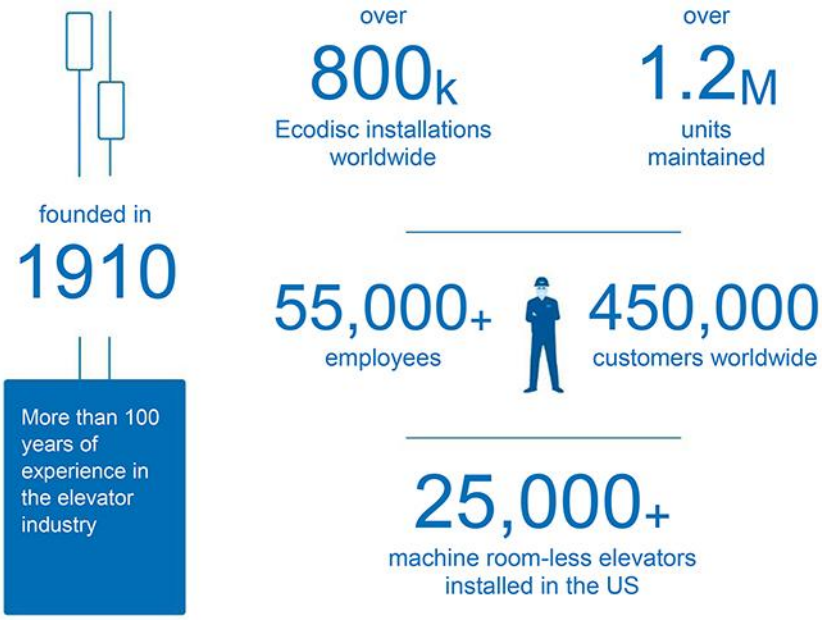
KONE 24/7 Emergency Video Communications services are included in the proposal for the duration of the warranty maintenance period. The payment obligation related to the KONE 24/7 Emergency Video Communications services among other provisions, survives termination of any maintenance agreement. Sufficient AT&T or Verizon cellular in the United States, or Rogers Roaming in Canada, connectivity in the control space and a dedicated 110V disconnect are required to be provided by others to enable KONE 24/7 Emergency Video Communications.

5. Why KONE?

KONE in brief

KONE is a global leader in the elevator and escalator industry. Our versatile product portfolio features a wide range of innovative products including elevators, escalators, and autowalks.

You are supported by our broad district and branch network across North America.



KONE MonoSpace®

Replacement of in-ground hydraulic elevator system(s) or geared traction elevators systems(s) with a flexible machine room-less traction elevator solution offers many benefits:

- Excellent eco-efficiency – oil-free hoisting technology, lighting and standby solutions for energy efficient operation.
- Superb ride comfort – smooth and quiet operation in compliance with our strict ride-comfort standards.
- Versatile design - a broad set of attractive materials and accessories to create the perfect interior for your elevator adds to your building's value.

KONE 24/7 Connected Services – improved safety, full transparency, and peace of mind

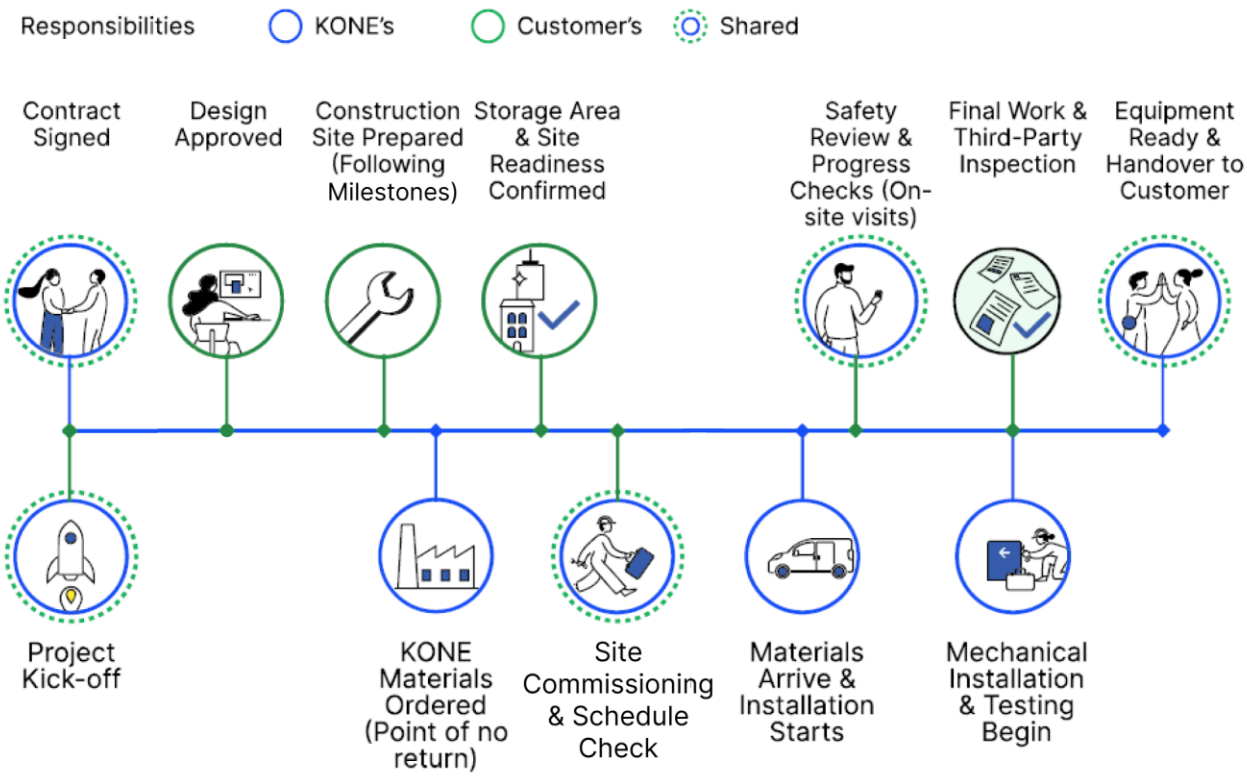
KONE elevators can be equipped with KONE 24/7 Connected Services. This solution allows our teams to predict issues and act before a shutdown occurs. For our customer and building tenants, it means improved reporting and communication on maintenance work with full transparency and ease of mind.

Read more at
kone.us/connected

6. Ensuring Project Success

Project Schedule Overview

This Proposal is conditioned upon KONE's standard installation methodology and all work performed during normal business hours, excluding IUEC (International Union of Elevator Constructors) holidays. The following schedule is proposed:



Preparation of Submittals	2 weeks	From receipt of contract and first payment.
Contract Review	6 weeks	From receipt of full contract package. All referenced documents required.
Approval of Submittals	TBD	Mutually agreeable time to incorporate changes to the layout and approve the submittals. Approval of Submittals means notification in writing, by the Customer or Customer's Agent, that all submittals are approved, and manufacturing may commence. All finishes and features are to be confirmed at the time of submittal approval.
Manufacturing and Delivery	14-18 weeks	From receipt of submittal approval and an executed contract. KONE's policy is to release equipment to Manufacturing after the contract is fully executed by both parties. Note: KONE's factory has two-week shutdown over the month of December. Any manufacturing duration that falls during these months shall add two weeks to the manufacturing time.
Notice to commence on site	2 weeks	Prior to starting the installation, KONE requires a two-week notice to

and site check		inspect the site to ensure it fulfils the requirements set by KONE for commencing installation. Site Check will be performed in the two weeks before installation begins.
Installation	7 weeks	Only after the site has passed the Site Check inspection, the installation can start. Duration is per unit. If multiple units need to be installed at the same time, a Foreman will be required at additional cost - based on availability.
Testing and Commissioning	1 week	Clean 3-phase power, active phone line to the controller, and all life safety provided by others is required prior to testing / commissioning.

Site Preparation

KONE requires the following conditions fulfilled two weeks prior to commencement on site. Please see Bid Attachment “B” / Site Safety Requirements / Work by Others for more detailed site requirements. These conditions will be verified during the site readiness visit.

1. Adequate access for delivery of elevator material + clean/dry 21’ x 56’ storage space per elevator.
2. The hoistway, pit, and machine room must be clean, dry, and constructed per the approved KONE final layout drawings. Any required support for guide rail brackets, divider beams and divider screens from pit floor to the top of the hoistway will be provided by others. Note: bracket support points may be required between floors. The hoistway must be plumb according to tolerances listed on KONE Final approved layout drawings.
3. Removable, OSHA approved barricades must be provided around all hoistway openings. Provide and install full entrance protection, made of nylon mesh or reinforced plastic at all hoistway openings per OSHA 1346 1926.502(j). Design and install entrance protection in such a way as to allow quick accessibility in and out of the hoistway.
4. Permanent or temporary three-phase and single-phase power of permanent characteristics with disconnect switches.
5. A hoist beam and safety beam (furnished by KONE) must be cut to size and installed in the elevator overhead per the approved KONE final layout drawings (hoistbeam capable of supporting the load requirement noted in our shop drawings).
6. Applicable work areas must have adequate lighting.
7. Finished floor marks must be visible from the hoistway openings at all landings.

Warranty

Our Proposal includes 12 months of KONE standard maintenance with KONE 24/7 Connected Services, including regular time callback service.

Price Adjustment

KONE shall be entitled to an equitable adjustment in the Price, including but not limited to any increased costs of materials, resulting from any change in law (by legislation, executive order, treaty or similar means), or any increase in duties or tariffs on imported materials, raw materials and/or finished goods, whether imposed by domestic or foreign governments.

Payment terms

Proposal price is valid with the following payment terms (Payment due date is 30 days net, from the date of KONE's electronic invoices):

30%	Engineering & Site Management
50%	Material
20%	Installation

KONE reserves the right to delay and/or suspend the work, including manufacturing, delivery, installation and/or final turnover of the equipment for non-payment. Prior to equipment turnover, KONE must be paid in full including all change orders, less retention. Additionally, prior to turnover KONE requires a signed Final Acceptance and receipt of a Final Punchlist from all parties. Should you have a requirement other than that shown above; we will be pleased to discuss it with you.

Confidentiality

Any pictures or images included in this Proposal are for information purposes only. This proposal and all attachments are intended for the exclusive use of the addressee-recipient. This proposal and attachments are proprietary, confidential, and protected by copyright laws of the United States of America and international treaties. Reproducing, copying, disclosing, adapting, publishing, or distributing this proposal or the attachments, in whole or part, is prohibited.

Completion

The price is based on KONE completing its work by December 31, 2026 and a material manufacturing start, no later than six months from the date of this Proposal. The standard wage rate is assumed. If KONE's on-site work is not completed in the above calendar year (due to delays by others), you will be responsible for the labor rate increase that occurs on January 1st of each following year.

Storage/delivery/remobilization

This Proposal is based on the site being handed over to KONE in accordance with KONE Site Safety Requirements, per Bid Attachment “B,” on the agreed dates. Any changes to such dates are considered a change to the schedule and KONE shall be entitled to an extension of time and to recover all costs related to such changes and an extension of time. If the Site Requirements are not complete, KONE will not deliver the unit equipment to the job site. If KONE is unable to unload at the jobsite on the scheduled date and commence installation immediately, additional costs for off-site storage ($3,000 / month per unit) and labor for double handling of the materials ($4,000) shall be paid to KONE via a Change Order. Should KONE be required to demobilize, through no fault of its own, due to any suspension or work stoppage, and after material is delivered to the jobsite a charge of $4,000 per crew shall be paid to KONE via a Change Order for each remobilization. Customer shall also store and protect the materials and equipment onsite or at a storage facility reasonably acceptable to KONE at Customer’s sole risk and cost. If KONE is not able to commence installation on the agreed upon material delivery date or if KONE’s work cannot be performed in an uninterrupted manner, labor may be reallocated to other projects and may not be available to reallocate to this project for several weeks. KONE is not responsible for any delay to the project resulting from labor reallocation because of Site Requirements not being complete by the material delivery date.

Operator time

No operator time is included in this proposal. If the General Contractor or another subcontractor requires access to the shaft or the use of the elevator platform for any reason prior to Final Acceptance, KONE will provide an operator per the standard hourly rate of $250/hour for straight time or $500/hour for overtime. Availability of an operator will be determined at the time of the request. KONE’s installation schedule shall be extended by the time needed by other trades for access to the shaft.

Other trade work

KONE has included the following building work as part of the proposal price – any work outside this would be handled as a change to the contract:

1. Electrical Scope of Work:

a. Ensure the safe disconnection of the existing main-line and cab light electrical circuits as required for the elevator modernization.

b. Furnish and install new general duty fusible and lockable disconnect for the cab light circuit. We will rework the existing cab light circuit and conduits shall be reworked as necessary.

c. Furnish and install new general duty fusible and lockable disconnect for the emergency communication equipment.

d. Furnish and install new LED lighting and GFCI receptacle in the machine room.

e. Furnish and install new LED vapor proof lighting and GFCI receptacle in the elevator pit.

f. Furnish and install a new non-GFCI receptacle in the elevator pit designated for the sump pump.

g. Furnish and install ¾” raceways and backboxes for new fire alarm devices.

2. Generator/ATS Scope of Work:

a. No Generator or ATS scope has been included in this bid.

3. Fire Alarm Scope of Work:

a. Furnish, install and commission a new stand-alone elevator recall system, integrating it with the existing conventional fire alarm panel infrastructure.

b. Machine Room: i. Furnish and install a new smoke detector specifically for the machine room. ii. Furnish and install a new primary and alternate relay specifically for the machine room.

iii. Furnish and install a new fire hat relay specifically for the machine room.

c. Hoistway: i. Furnish and install a new smoke detector for the hoistway.

d. Landings: i. Furnish and install new initiating devices, corresponding to each landing stop.

e. Pre-Test & Inspection: This quote includes labor for one (1) pre-test and one (1) state-mandated elevator inspection.

4. Painting Scope of Work:

a. Elevator lobby surrounding new entrance and elevator pit.

i. Conduct cleaning and surface preparation of work areas prior to the application of new paint.

ii. Implement protective measures for all existing equipment to prevent damage during the painting process.

iii. Supply and apply new paint to the concrete flooring.

iv. Supply and apply new paint to the walls and ceilings of the machine room.

v. Supply and apply new paint to the walls and flooring of the elevator pit.

5. Carpentry Scope of Work:

a. Retain and reuse the existing machine room door and hardware.

6. Dumpster Scope of Work:

a. Furnish and install dumpster for duration of project.

b. Have dumpster emptied and replaced as needed.

1. Furnish and install wooden barricades on each landing surrounding the entrance to be removed.

2. Cut and remove the existing building materials from the hoistway, we will cut roughly 8” around the existing elevator entrance.

3. Elevator contractor will remove the existing entrances and install the new entrances.

4. Furnish and install the materials to patch back the hoistway wall after the door frames have been installed.

5. Supply and apply new paint to the lobby walls. Paint code provided by the owner

1. Structural Steel Scope of Work:

a. Furnish and install hoisting beam and life safety beam.

b. Furnish and install vertical tube steel between divider beams.

c. Furnish and install steel plates for the brackets. i. Welding by Kone

2. Electrical Scope of Work: a. Furnish and install LED lighting (2) and GFCI (1) at top of shaft. b. Furnish and install light switch (2) at entrance to top landing.

1. Furnish and install new circuit and disconnects for the new HVAC unit.

2. Furnish and install new mini-split HVAC systems specifically designed for the machine room. Install the necessary line set, refrigerant, and perform factory commissioning. This HVAC unit is engineered to satisfy the thermal regulation requirements of the machine room for both cooling and heating

1. Furnish and install a new "3-0" two-hour fire-rated hollow metal door, including self□locking and self-closing mechanisms. a. Price is predicated on utilizing the exiting door frame.

Changes to the work

KONE shall not be required to proceed with any Customer directed change to the Work (“Extra Work”) until such Extra Work is evidenced in a mutually acceptable Change Order and signed by both parties. However, should KONE proceed with Extra Work pursuant to a Construction Change Directive or Field Order without a fully executed Change Order, such action is specifically conditioned on Customer promptly converting the Extra Work to a fully executed Change Order. KONE shall not be obligated to continue performance of Extra Work if the estimated value of unexecuted Change Orders exceeds ten percent (10%) of the Subcontract Price. No action by KONE, including but not limited to KONE performing Extra Work without an executed Change Order, will be construed to be a waiver of KONE’s right to seek payment for the Extra Work performed, or to obtain a Change Order at a later date, even if a notice period exists in the contract documents. KONE will not proceed with a Construction Change Directives or a Field Order if there is a reasonable safety concern or it is unreasonable to proceed.

Inspections

This Proposal includes one final inspection by the elevator code authority, per elevator, during normal working hours. Prior to scheduling the elevator final inspection with the Authority Having Jurisdiction (AHJ), building life safety including fire alarm and dedicated phone lines for each elevator must be fully operational. If the final inspection fails due to KONE’s sole responsibility, KONE shall pay for the cost of re-inspection(s). Should re-inspection be required due to deficiencies by others, you will be responsible for the cost of re-inspection(s). All other testing will be provided for additional cost at normal KONE billing rates. During the final testing, a representative of the fire-life-safety contractors will be required (at no cost to KONE) while testing the elevators. No overtime has been included in this Proposal.

Phone

This proposal includes one standard, hands-free ADA compliant speakerphone per cab. It will automatically dial to a determined location. A KONE Care – Emergency Phone Monitoring or Wireless Phone service agreement must be completed, (either accepting or denying KONE's monitoring service) two weeks prior to final inspection.

FINANCIAL SERVICES
Purchasing Division

CITY OF high point.

BID RECOMMENDATION

DEPARTMENT: Transportation (Parking)

COUNCIL AGENDA DATE: December 15, 2025

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

This is a modernization of the elevator in the Main Street Parking Deck

PURPOSE:

The current elevator has not been updated since the construction of the parking deck over 40 years ago. This modernization is needed to upgrade and enhance the operation of the parking deck.

COMMENTS:

This contract is under the Omnia Partners Contract # EV2516 - Elevator, Escalator and Walkway Maintenance and Modernization Services and Related Solutions

RECOMMEND AWARD TO: KONE, Inc. AMOUNT: $371,307

JUSTIFICATION:

The elevator is old and is in dire need of an upgrade. Maintenance costs continue to increase due to the age of the existing elevator car and hoist equipment.

FUND	COST CENTER	LEDGER ACCOUNT	SPEND CATEGORY	BUDGETED AMOUNT
FD451	CC7117	9900	Sc570	$400,000
			TOTAL BUDGETED AMOUNT	

DEPARTMENT HEAD: Greg Venable Digitally signed by Greg Venable Date: 2025.11.25 14:01:49 -05'00' DATE: 11/25/2025

The Purchasing Division concurs with recommendation submitted by the Transportation **and recommends award to the lowest responsible, responsive bidder** Kone, Inc **in the amount of $** 371,307.00**.**

PURCHASING MANAGER: Candy E Harmon Digitally signed by Candy E Harmon Date: 2025.12.02 14:05:06 -05'00' DATE: 12/1/2025

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn Date: 2025.12.02 16:03:42 -05'00' DATE: 12/2/25

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

Revised 10.24.2025

CITY OF HIGH POINT
AGENDA ITEM

TITLE: **Consideration of a Contract with Vertosoft**

FROM:
Adam Ward
Director of Information Technology Services

MEETING DATE:
December 15, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Quote

PURPOSE: Annual renewal of subscription-based services provided for Zendesk.

BACKGROUND: Zendesk is the system the City of High Point uses to manage resident and staff requests — from IT issues and finance questions to Parks & Recreation maintenance needs. It consolidates all requests into an organized ticket system that ensures no detail is lost, allows visibility into the status of each request, and helps our teams respond more quickly and consistently. The contract term is two years, with an annual renewal cost of $104,357.50 for a total of $208,715.00, purchased under Omnia Partners Contract #159574.

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

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a contract with Vertosoft in the amount of $104,357.50 for the annual renewal of subscription-based Zendesk services, with a total cost of $208,715, and authorize the appropriate City Official(s) to execute all necessary documents.

1602 Village Market Blvd SE, Suite 320
Leesburg, VA20175 USA

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Date: 11/24/2025, 8:04 AM

Phone: 571 707-4130
Fax: 571-291-4119
Email: zendesk@vertosoft.com

Vertosoft Contact: Jack Sullivan
Phone:
Email: jack.sullivan@vertosoft.com

Vertosoft Quote for Zendesk, Inc. - City of High Point, NC

Contract: OMNIA Partners: 159574

Quote #: Q-16593
Expires On: 12/24/2025

Ship To
City of High Point, NC

Quote For:
Name: Virginia Baskins
Company: City of High Point, NC
Email: virginia.baskins@highpointnc.gov
Phone:

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF #
Net 30	Electronic	Check/ACH/Credit Card		

Year 1 Nov 5, 2025 to Nov 4, 2026

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
ZD-S-E	Zendesk Suite - Enterprise /Per Agent	65.00	$1,605.50	$104,357.50
			Year 1 TOTAL:	$104,357.50

Year 2 Nov 5, 2026 to Nov 4, 2027

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
ZD-S-E	Zendesk Suite - Enterprise /Per Agent	65.00	$1,605.50	$104,357.50
			Year 2 TOTAL:	$104,357.50

Grand Total: $208,715.00

Subscriber consents to the identification of Subscriber as a customer of Zendesk on Zendesk Group's websites, and in other marketing materials
distributed by the Zendesk Group (which may include emails and other web and print materials) (collectively, 'Zendesk Marketing Materials'). In
connection with such activity, Zendesk may also display Subscriber's trademarks, service marks, and/or logos in Zendesk Marketing Materials. The
foregoing shall be deemed a worldwide, nonexclusive and (except as set forth below) irrevocable license to the use of Subscriber's name, trademarks, service marks, and logos for this purpose. The Parties agree that such license and consent shall terminate upon termination of
Subscriber's subscription to all Services. Subject to prior approval of Subscriber, Subscriber also agrees to be referenced in press releases, case
studies prepared by Zendesk, Zendesk's announcement of its financial results, Zendesk's filings with the U.S. Securities and Exchange Commission related thereto, and Zendesk investor relations materials (collectively 'Zendesk Press Materials'). In connection with such activity, Zendesk may also use and display Subscriber's trademarks, service marks, and/or logos in Zendesk Press Materials. The foregoing shall be deemed a worldwide,
nonexclusive and (except as set forth below) irrevocable license to the use of Subscriber's name, trademarks, service marks, and logos for this purpose. The Parties agree that such license and consent shall terminate upon termination of Subscriber's subscription to all Services.

The language in the this paragraph is only effective in the case that the customer decides to purchase and utilize the Zendesk AI agents. As AI agents are not a part of this quotes purchase this language is for awareness purposes only. (Reseller agrees to the pricing metric language below which is applicable to the Subscription purchased by End Customer. Reseller agrees to i) include the pricing metric language below in its Contracts with its Customers and ii) shall remain responsible to Zendesk for the payment of such
Overage Fees. Subscriber's Service Plan includes optional functionality to automate resolutions as described here: https://support.zendesk.com/hc/en-us/articles/5352026794010-About-automated-resolutions-for-AI-agents. To avoid incurring pay-as-you-go fees for use of automated resolutions in excess of your plan allowance, you may either purchase additional automated resolutions or cap your usage inproduct. If your Subscription is purchased via an Authorised Reseller, Pay-as-you-go Fees shall be invoiced to you by the Authorised Reseller.)

Quote Terms

By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at https://www.vertosoft.com/terms-and-conditions-zendesk

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.
Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

CITY OF HIGH POINT
AGENDA ITEM

TITLE: **Consideration of a Contract with Amilia Technologies USA, Inc. (SmartRec)**

FROM:
Lee Tillery
Parks & Recreation Director

MEETING DATE:
December 15, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Master Service Agreement

PURPOSE: City Council approval of a five-year service contract with Amilia Technologies USA as the e-commerce platform for High Point Parks & Recreation for reservations, registrations and point of sale transactions.

BACKGROUND: High Point Parks & Recreation has utilized an e-commerce platform system with SmartRec since 2021. This allows for reservations, registrations and point of sale transactions for all areas of the department, aside from the campground and golf courses. The system provides online accessibility and ease for citizens to access different opportunities within our department. Examples of the system's use include booking tennis courts, reserving picnic shelters, purchasing a boat pass or registering for a program online. Internally, the system has beneficial features such as end of shift reports, ledger code reports and program rosters. Over the past year, 34 percent of our transactions were completed online and this is a three percent increase over the previous year.

BUDGET IMPACT: Funds for this contract are included in the 2025-26 Parks & Recreation budget. Project Scope for the five-year agreement includes:

1. Access Fees - $47,940
2. Service Fees – 1% of monthly transaction revenues. Estimate - $99,692
3. Processing Fees – Estimate - $220,000

Total - $367,632

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a contract with Amilia Technologies USA, Inc. (SmartRec) in the amount of $367,632 for the e-commerce platform for the City of High Point Parks & Recreation Department and authorize the appropriate City Official(s) to execute all necessary documents.

AMILIA TECHNOLOGIES USA INC.

1209 Orange Street

Wilmington, Delaware, United States, 19801

and its principal place of business at :

1751 Richardson Street, Suite 3.105

Montreal, Quebec, Canada, H3K 1G6

represented herein by **David Huot, Director of Customer Success, Lorenzo Pirri, Chief Financial Officer,** &

Taina Virtanen, Customer Success Manager

Customer and Billing Details

City of High Point

211 South Hamilton Street,

High Point, North Carolina, United States, 27260

represented herein by **Damon Dequenne, Assistant City Manager**

The following schedules are executed in connection with the Master Service Agreement ("**Agreement**") entered into on by and between AMILIA and Customer, effective as of **2025-11-01**.

These schedules are incorporated to, and are considered integral parts to, the Master Service Agreement.

In the event of any inconsistency or a conflict between the terms of this Schedule and the Agreement, the terms provided in the Agreement shall govern. Capitalized terms not defined in this Schedule shall have the meaning defined in the Agreement.

Master Service Agreement **("Agreement")**

THIS MASTER SERVICE AGREEMENT ("AGREEMENT") IS BETWEEN YOU AND *AMILIA TECHNOLOGIES USA INC., A COMPANY INCORPORATED UNDER THE LAWS OF DELAWARE* ("AMILIA") AND THIS AGREEMENT GOVERNS YOUR ACCESS OR USE OF OUR SERVICES UNLESS YOU AND AMILIA HAVE ENTERED INTO A WRITTEN MASTER SERVICE AGREEMENT, IN WHICH CASE SUCH AGREEMENT WILL GOVERN YOUR ACCESS OR USE OF OUR SERVICES.
BY STARTING USING OUR SERVICES (OR BY CLICKING TO ACCEPT, EXECUTING THE **SCHEDULES** THAT REFERENCE, OR OTHERWISE AGREEING TO THIS MASTER SERVICE AGREEMENT WHEN SUCH OPTION IS MADE AVAILABLE TO YOU), YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT EFFECTIVE AS OF THE DATE OF SUCH ACTION ("**EFFECTIVE DATE**"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT ACCESS OR USE THE SERVICES. Amilia's direct competitors are prohibited from accessing the Services, except with Amilia's prior written consent.

This Agreement was last updated on 8/22/2024.

1. DEFINITIONS & SCHEDULES

1.1 **Definitions.** In this Agreement, the following terms shall have the following meanings:

"**Agreement**" means this Master Services Agreement, all schedules annexed hereto, each Service Schedule, purchase order, and any other document incorporated by reference herein connection in with the access to and use of the Services;

"Claim" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, notice of violation, proceeding, litigation, subpoena, or investigation of any nature, civil, criminal, administrative, investigative, regulatory or otherwise;

"**Confidential Information**" means any information disclosed by one Party to the other Party pursuant to this Agreement, including, without limitation, business, marketing and technical information, whether or not marked as confidential;

"**Commencement Date**": means the 1st date of Customers' Initial Subscription Period with respect to the access and use of the Services, as detailed in a Service Schedule;

"**Customer Data**" means any information and data (including End-Users Data) collected, downloaded, or otherwise received by AMILIA (directly or indirectly) from Customer, Customer's Users or End-Users by or through the use of the Services. For greater clarity, Customer Data shall be transitioned to Customer after expiration or termination of Agreement, under the terms and conditions set forth in this Agreement;

"Customer User" means an individual who is an employee, subcontractor or other agent of Customer who is authorized to access and use of the Solutions and the Services, on behalf of Customer, under the rights granted to Customer pursuant to this Agreement;

"**Data Breach**" means the accidental, unlawful or unauthorized access, disclosure, alteration, loss or destruction of any Personal Information;

"Documentation" means the user guides, online help, release notes, training materials and any other documentation or guidelines provided or made available by AMILIA to Customer regarding the use or operation of the Platform, as same may be amended from time to time by AMILIA, at its sole discretion;

"Effective Date" means effective date of this Agreement;

"**End User**" means an individual user accessing and using the Solutions (a client or employee of Customer);

"End User Data" means such End User's information or data created, collected, generated, or processed, on Customer's behalf, under Customer's control and responsibility, including, but not limited to, End-User's Personal Information or Sensitive Personal Information, as disclosed or otherwise made available to AMILIA pursuant to this Agreement;

"Emergency Maintenance" means any emergency maintenance performed on an unscheduled basis and any downtime resulting from such emergency maintenance;

"Fees" shall mean all fees payable by Customer in connection with the access and use of the Services, as detailed in the Fee Schedule as set forth in **Schedule 2**;

"**Intellectual Property**" means all rights in any invention, discovery, improvement, utility model, patent, copyright, trademark, industrial design or mask work right, and all rights of whatsoever nature in computer software and data, Confidential Information, trade secrets and know-how, and all intangible rights and privileges of a nature similar to any of the foregoing, in every case in any part of the world, whether or not registered, and including all rights (current and future) in any applications and granted registrations for any of the foregoing rights;

"**Losses**" mean all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, disbursements, and charges, and the cost of enforcing any right to indemnification hereunder.

"**Party**" means either AMILIA or Customer and "**Parties**" refers to both AMILIA and Customer;

"**Pattern Data**" means non-personally identifiable information and data generated by or derived from, and related to, Customer's use of the Services and/or based on the activities and profiles of the End Users, but specifically excludes any Personal Information. Pattern Data may include anonymized and aggregated information, data and statistics;

"**Personal Information**" means information that identifies (or can be used to identify) an individual, including through demographics, device information and location information, as defined in applicable laws from time to time; "**Sensitive Personal Information**" is a subset of Personal Information, which due to its nature has been classified by law as deserving additional privacy and security protections. This shall include, without limiting to, (i) all government-issued identification numbers (including social security, passport, national ID and driver's license numbers); (ii) all financial account numbers (including payment or credit card numbers and bank account numbers); (iii) individually identifiable health information; (iv) biometric information; (v) data obtained from a consumer reporting agency (such as employee background investigation reports, credit reports, and credit scores); and (vi) data elements revealing race, ethnicity, national origin, religion, trade union membership, sex life or sexual orientation, and criminal records or allegations of crimes;

"**Professional Services**" means professional services provided by AMILIA in connection with the Services, as agreed between the parties and detailed in a Service Schedule from time to time; For greater clarity, this may include i) consulting or training services and/or ii) other professional services such as data migration and integration;

"Privacy Policy" means AMILIA's **Privacy Policy** relating to the collection, use and safeguard of the personal information provided to AMILIA, as same may be updated from time to time, at AMILIA's sole discretion;

"**Scheduled Downtime**" means scheduled downtime periods for routine maintenance to be done by AMILIA, at Amilia's sole discretion, during which time Services may be unavailable. AMILIA will use commercially reasonable efforts to schedule downtime between the hours of 1 a.m. 6 a.m. (Eastern Time). The number and the duration of any scheduled downtime periods shall be at AMILIA's sole discretion;

"**Services**" means, in connection with this Agreement: i) the "SmartRec Platform" and/or the "CostRec Platform" (each individually, as applicable, the "**Platform(s)**" and (ii) the application program interface ("**API**") enabling access to the Platform through a third-party product (the Platform(s) and the API collectively the " **Solution(s)**"); and iii) any other services provided by AMILIA as set forth in **Schedule 1**. For clarity, Services shall include access to all features, modules (except Community Segments), and API/Web Hook end points/connections developed by AMILIA. The Solutions include any software, programs, documentation, tools, internet-based services, components, and any updates (including software maintenance, service information, help content, bug fixes or maintenance releases) thereto provided by AMILIA;

"**Services Levels**" means the service levels in connection with the Services as set forth in **Schedule 4**, as same may be amended from time to time. "**Subscription**" means a subscription to access and use one of the Solutions, for a defined Subscription Period, as identified in a Service Schedule;

"**Subscription Period(s)**" means the Initial Subscription Period or the Renewal Subscription Period, as applicable and defined in sections 9.2 and 9.3;

"**Service Schedule**" means a schedule attached to this Agreement setting out the Services to be provided by AMILIA to Customer, as agreed to by AMILIA and Customer;

"**Specifications**" means, the specifications for the Services set forth in **Schedule 5** and the Documentation, as applicable.

"**Terms of Use**" means AMILIA's **Terms of Use**, as may be updated from time to time at AMILIA's sole discretion, which sets out the terms and conditions that apply to Users' access and use of the Solutions;

"**Users**" refers collectively to Customer Users and End Users;

1.2 **Schedules**
The following schedule(s) are incorporated into and form an integral part of this Agreement:

- Schedule 1 – Fees
- Schedule 3 – Data Security
- Schedule 4 – Service Levels

2. SERVICES

2.1 **Services.** Subject to Customer being in compliance with the terms and conditions of this Agreement, AMILIA hereby grants Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable right to access and use the Solution during the Term, and any extension thereof, and as identified in any Service Schedule; but solely for Customer's internal business purposes in connection with the intended use (by Customer's Users and End-Users, as applicable), subject at all times to the terms and conditions set forth in this Agreement. Any changes to the scope of the Services, and any corresponding changes in pricing, timing, obligations and responsibilities, must be agreed upon by the Parties in writing, as per Amilia's change process. AMILIA will provide to Customer the required accesses within a reasonable time following the Effective Date.

Except for the limited rights expressly granted under this Agreement, nothing in this Agreement shall be interpreted as granting (by implication, waiver, estoppel, or otherwise) to Customer or any third party, any intellectual property rights or other right, title, or interest in or to the AMILIA's Intellectual Property Rights.

2.2 **Professional Services.** AMILIA shall provide the professional services identified in a Service Schedule, subject at all times to the terms and conditions set forth in this Agreement. Any changes to the scope of the Professional Services, and any corresponding changes in pricing, timing, obligations and responsibilities, must be agreed upon by the Parties in writing, as per Amilia's change process.

2.3 **Third Party Software.** AMILIA shall identify all third-party software licensed to Customer in applicable Service Schedule, when applicable. All third-party software shall be sourced from third parties and shall be governed by such third party's warranties, terms and conditions. AMILIA does not provide any warranties, and has no liability or obligations to the Customer, related to such third-party software. The use of the Services (including use of the API through a third-party product that accesses the Solutions) are subject to the terms and conditions of this Agreement. Notwithstanding the foregoing, fees for third party software shall be billed separately to Customer, as detailed in the respective Fees Schedule, if and when applicable.

2.4 **Updates and modifications.** AMILIA reserves the right, in its sole discretion, to make any changes, updates and modifications to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of Services (including Services Levels) or (ii) the cost efficiency or performance of the Services; or (b) to comply with applicable Laws. Without limiting the foregoing, either Party may, at any time during the Term, request in writing some changes or additions to the Services.

2.5 **Customer/End User Service Support.** AMILIA will use commercially reasonable efforts to resolve any technical issues relating to Customer`s account and Customer`s use of the Solutions as per the Services Levels. However, Customer shall be solely responsible for all customer service issues with End-Users using the Solutions as it pertains to Customer`s services (including, but without limiting to, pricing, order fulfillment, order cancellation, returns, refunds, adjustments, rebates, functionality and warranty, technical and Customer`s customers support). Customer`s representatives shall always identify themselves as Customer`s representatives.

3. CUSTOMER OBLIGATIONS

3.1 **Customer Systems and Personnel.** Customer shall i) set up, maintain, and operate in good repair and in accordance with the Specifications all customer's systems through which the Services are accessed or used; and ii) provide personnel with such access to Customer's premises and systems as is necessary for AMILIA to perform the Services in accordance with the Specifications and in comply with the terms set forth in this Agreement. Customer acknowledges that AMILIA shall not be responsible for any delay or failure of performance caused in whole or in part by Customer's delay in performing (or failure to perform) any of its obligations under this Agreement.

3.2 **Customer onboarding**. Customer shall ensure the onboarding tasks are completed no later than 10 days prior to use of the Solutions. Onboarding tasks will be detailed in the applicable Services Schedule, as well as in other administrative documentation sent by AMILIA.

3.3 **Customer Users.** Customer acknowledges that it is responsible for protecting the security and integrity of the username and passwords used by Customer Users to access the Services. Customer shall be fully responsible for any breach of this Agreement and any inappropriate use of the Services or any act or omission by a Customer User that is inconsistent with or breaches the Terms of Use. Customer shall promptly notify AMILIA of any suspected or known unauthorized access or use of the Services by any Customer User.

3.4 **Acceptable Use.** Customer agrees not to use the Solutions for any other purposes beyond the scope of access granted by this Agreement and that it shall use same only as contemplated by this Agreement. Customer shall comply (and shall ensure that its employees comply) with the Terms of Use while using the Solutions. Customer shall not: (a) modify, translate or copy any software or any component of the Solutions; (b) reverse engineer, decompile or dissemble the software or any component of the Solution, create derivative works based on the software or any component of the Services, or attempt to derive the source code of the software or any component of the Services; (c) copy, license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit the software or any component of the Services; (d) remove or destroy any proprietary notices, labels or marks on any of the products or the Solution or Documentation; (e) interfere with or disrupt the integrity or performance of the software or any component of the Services, or the data contained therein; (f) use the software or any component of the Services or the Solution in a manner inconsistent with this Agreement or use the Solution or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (g) send spam or otherwise duplicative or unsolicited messages using directly or indirectly the Platform in violation of applicable law; (h) create internet links to or from the Solution, or frame or mirror any content forming any part of the Solution other than on your own website for the purposes hereof or otherwise for your own internal business purposes; (i) send, store or use any material violating third party rights including, but not limited to, Intellectual Property Rights or privacy rights using (directly or indirectly) the Solution; (j) send, store or use material containing harmful computer codes, files, scripts, agents or programs using (directly or indirectly) the Solution; or (k); attempt to gain unauthorized access to the Solution or its related systems or networks.

4. FEES AND PAYMENT

4.1 **Fees.** All Fees payable in connection with the access and use of the Services shall be detailed in the respective Fee Schedule. Amilia shall be able to increase the Fees annually as specified in the Fees Schedule.

4.2 **Invoices.** AMILIA will issue invoices monthly and Fees will be billed based on Commencement Date of Subscription Period. For other one-time charges, AMILIA will issue invoices as identified in the applicable Fee Schedule.

4.3 **Payment Terms; No Refunds**. Customers shall pay all invoices in full, without set off or deduction, within thirty (30) days after the date of invoice, unless otherwise set out in the applicable Service Schedule. Payment shall be made via direct debit or electronic funds transfer (additional fees may apply if payment is made by cheque).

4.4 **Taxes**. All charges and fees are exclusive of and do not include any foreign or domestic governmental taxes or charges of any kind, including, without limitation excise, sales, use, property, license, value-added taxes, goods and services, harmonized, franchise, withholding or similar taxes, customs or other import duties or other taxes, tariffs or duties other than taxes that are imposed based on the net income of the receiving party. Any such sales and use taxes are the sole responsibility of the Customer. If AMILIA is compelled to collect taxes imposed by a governmental entity, AMILIA shall provide the Customer with appropriate details to identify such taxes.

4.5 **Overdue Payments**. Any payment not received from Customer within five (5) days of the applicable due date may accrue, at AMILIA's discretion, late charges (on the outstanding balance) at a monthly rate equal to 1.25% (or a per annum rate equal to 15%), or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. AMILIA further reserves its right to claim from Customer all reasonable costs and expenses incurred by it in relation to the outstanding debt and collection of said debt.

5. INTELLECTUAL PROPERTY

5.1 **AMILIA Technology**. All Intellectual Property Rights and interest to the Services belong to AMILIA and is provided under a license to Customer, not sold, for the applicable Subscription Period only, as extended from time to time. Except for the rights expressly granted by AMILIA to Customer herein, there are no other rights or licenses granted to Customer, express or implied, and AMILIA expressly reserves all rights not expressly granted in this Agreement.

5.2 Nothing in this Agreement shall be construed or interpreted as conferring to Customer any right or interest in the Intellectual Property Rights owned or held by AMILIA, whether in the Platform, the API or otherwise, other than as expressly set forth in this Agreement. As between AMILIA and Customer, any and all End User Data collected or generated through the Services (including as entered or uploaded by any Users) belong to Customer. AMILIA is free to use any comments or ideas that

submitted to AMILIA without any compensation to Customer (including any suggestions for any feature or aspect of the Platform or the API).

5.3 **Pattern Data.** Notwithstanding anything to the contrary in this Agreement, AMILIA may monitor Customer's use of the Solution and collect and compile data and information related to Customer's use of the Solution that is used by AMILIA in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Solution ("**Pattern Data**"). As between AMILIA and Customer, all right, title, and interest in the Pattern Data, and all Intellectual Property Rights therein, belong to and are retained solely by AMILIA. Customer acknowledges and agrees that AMILIA may compile Pattern Data on data input into the Solution and that AMILIA may (i) make Pattern Data publicly available and/or (ii) use Pattern Data to the extent and in the manner permitted under applicable law; provided that same do not identify Customer or any of its Confidential Information.

6. CONFIDENTIALITY & PRIVACY

6.1 **Protection of Confidential Information.** Each party shall maintain in confidence all Confidential Information in its possession and shall use such Confidential Information only for the purpose of exercising its rights and fulfilling its obligations under this Agreement. Neither Party shall disclose any Confidential Information of the other Party to any third party except as expressly permitted under this Agreement. Each Party shall treat the Confidential Information of the other Party with the same degree of care against disclosure and unauthorized use as it affords to its own information of a similar nature, or a reasonable degree of care, whichever is greater. Each Party further agrees not to remove or destroy any proprietary or confidential legends or markings placed upon any documents or other materials provided by the other Party. Each party Phall be entitled to provide Confidential Information of the other Party to subcontractors that have a reasonable need to know such Confidential Information and that have agreed to confidentiality obligations at least as protective as those contained in this Agreement.

6.2 **Exemptions.** Neither Party shall be bound by obligations in this Agreement restricting disclosure and use of Confidential Information of the other Party, or any part thereof, which: (i) was lawfully known or received by the receiving Party without any obligation of confidentiality prior to disclosure by the disclosing party; (ii) was generally publicly available prior to its disclosure, or has become generally publicly available other than through a breach of this Agreement; (iii) was disclosed to the receiving Party by a third party, provided the receiving Party is unaware of that third party being in breach of any confidentiality obligation in respect of such information; or (iv) is independently designed and developed by the receiving Party without any use of the disclosing Party's Confidential Information or any violation of any Intellectual Property or other rights of the disclosing Party.

6.3 **Compelled Disclosure**. If a receiving Party is compelled pursuant to legal, judicial, or administrative proceedings, or otherwise required by law or regulation, to disclose Confidential Information of a disclosing Party, the receiving Party shall use reasonable efforts to: (i) seek confidential treatment for such Confidential Information; and (ii) provide prior written notice to the disclosing Party to allow the disclosing Party to seek protective or other court orders. Amilia acknowledges that Amilia is subject to N.C. Gen. Stat. § 75-60, *et seq.*, also known as the North Carolina Identity Theft Protection Act.

6.4 **Remedies.** If a receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the other Party in breach of the confidentiality requirements in this Agreement, the disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies may be inadequate.

6.5 **Privacy.** Both parties shall comply with applicable privacy laws relating to the collection, use and disclosure of Personal Information. Both parties shall use the Personal Information of End Users only for the purpose of providing Services to Users, as governed under this Agreement. As the data processor of Personal Information on behalf of Customer, AMILIA shall refer to Customer: (i) all requests for access to, amendment of or deletion of Personal Information from an End User; and (ii) any complaints by third parties regarding the handling of Personal Information. Where Customer requests that AMILIA provide, modify or delete any Personal Information in order for Customer to comply with an End User's request or to comply with applicable privacy laws, AMILIA shall cooperate with Customer request. Customer shall be responsible to determine the purposes and means of processing any Personal Information in connection with the Services, and AMILIA shall processes such information on Customer's behalf, as instructed. Parties acknowledge and agree that AMILIA shall act as "processor" and Customer shall act as "controller", under relevant applicable privacy laws. As such, Customer agrees that is shall obtain all required consents under applicable laws to allow AMILIA (and its subcontractors, agents and third-party service AMILIAs) to process such Personal Information in connection with the Services. Upon request, Customer will provide copies of such consent.

6.6 **Public Records.** Customer is subject to and must comply with North Carolina public records laws, including but not limited to N.C. Gen. Stat. § 132.1, *et seq*. Customer shall not be restricted from complying with its obligations under North Carolina public records laws, and Customer's good faith efforts to comply with North Carolina public records laws will not violate any terms of this Agreement, including but not limited to any provisions regarding confidentiality. Notwithstanding any provisions herein to the contrary, including but not limited to Section 6 and Schedule 3, Customer cannot and does not agree to (a) keep any information confidential that Customer may be required to disclose under North Carolina public records laws or (b)

destroy any information that Customer may be required to retain under North Carolina public records laws, whether that information is within the Agreement, transmitted or stored in or through the Services or Solutions, or otherwise.

7. REPRESENTATIONS & WARRANTIES

7.1 **Mutual.** Each Party warrants to the other Party that: (i) it is a business duly incorporated, validly existing, and in good standing under the laws of its jurisdiction of incorporation; (ii) it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement; (iii) the execution, delivery, and performance of this Agreement (and any Service Schedule) constitute a legal, valid, and binding agreement of such Party; and iv) it shall comply with all applicable laws in connection with the use, delivery and/or performance of Services under this Agreement.

7.2 **Customer.** Customer hereby represents and warrants that:

7.2.1 It has read and reviewed AMILIA's Privacy Policy and agrees to respect same. Customer agrees to use the Personal Information, as collected in connection with Services, only for the purposes for which it was collected from End-Users, and only in connection with the Services and as permitted by applicable laws. Customer agrees not to disclose any such information to any third party (or use same for marketing purposes) unless Customer has expressly provided its written consent;

7.2.2 any sales transaction submitted by Customer, through the use of the Solutions, will: i) represent a bona fide sale by Customer; ii) accurately describe services sold and delivered to its customers and ii) comply with all applicable laws, rules, and regulations applicable to Customer's business, including any applicable tax laws and regulations;

7.2.3 it shall fulfill all of its obligations to each customer for which a transaction is submitted and will resolve any consumer dispute or complaint directly with such customer;

7.2.4 it shall use the Solutions only as contemplated by this Agreement and shall remain sole responsible for i) all uses (including Customer's Users use) of the Solutions, as per the Documentation; and ii) the accuracy, quality, integrity, legality and reliability of all data provided through the Platform. Client shall comply at all times with security requirements set forth in **Schedule 3**;

7.2.5 it shall comply with AMILIA's guidelines for any End Users Data importation and processing through the Solutions, and acknowledges and agrees that AMILIA shall not be held liable for any delays incurred by End-Users for access to the Platform caused by Customer`s non-compliance with same;

7.2.6 it shall use commercially reasonable efforts to prevent i) unauthorized access to, or use of, the Solutions and ii) Data Breach. In the event of any unauthorized access or Data Breach, Customer will promptly notify Amilia as per applicable laws;

7.2.7 it shall use the AMILIA's trademarks, names, references, logos or other marks owned or licensed by AMILIA ("**AMILIA Trademarks**") strictly in accordance with the restrictions and policies that AMILIA may provide with from time to time;

7.2.8 it shall allow AMILIA to use Customer's trademarks in connection with the performance of the Services (including the distribution, transmission, public display and downloading or copying same) in accordance with policies that Customer may provide to AMILIA from time to time; and such use will not infringe any Intellectual Property Rights or privacy rights of any third party; and

7.2.9 It shall not use (and shall ensure its employees not use) the Platform, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Services and at all times in compliance with the Specifications.

7.3 **AMILIA.** AMILIA hereby represents and warrants that:

7.3.1 At all time during the Term of this Agreement, and any extension thereof, the Solutions shall perform substantially in accordance with the Documentation;

7.3.2 AMILIA shall provide the Services in a professional and workmanlike manner and in accordance with industry standards and practices;

7.3.3 AMILIA shall comply with the Payment Card Industry (PCI) Security Standards Council requirements (as defined by the Payment Card Industry Security Standards Council) to ensure Users' credit card information is protected. Notwithstanding the foregoing, Customer acknowledges that AMILIA does not control the transfer of data over communications facilities, including the internet, and that as such the Platform may be subject to limitations, delays, and other problems inherent in the use of such communications facilities;

7.3.4 AMILIA shall implement and maintain administrative, physical and technological security measures that are no less than commercially reasonable and industry standard to protect its information technology systems used in connection with the Services and to protect Personal Information stored on AMILIA servers against a Data Breach. In the event of a Data Breach, AMILIA will promptly notify Customer, as per applicable laws;

7.3.5 AMILIA will protect Customer Data with commercially reasonable and industry standard routine backups and off-site storage;

7.3.6 AMILIA will ensure the Services are available as set forth in Services Levels in **Schedule 4**;

7.4 **Disclaimer.** EXCEPT AS REQUIRED BY APPLICABLE LAW, THE SERVICES, THE API AND THE DOCUMENTATION PROVIDED BY AMILIA HEREUNDER ARE ALL PROVIDED 'AS IS' WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND AMILIA SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, INCLUDING ANY REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, TITLE, NON-INFRINGEMENT, SECURITY, RELIABLITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, UNINTERRUPTED OR ERROR FREE (OR THAT ANY ERRORS WILL BE CORRECTED). AMILIA MAKES NO WARRANTY OF ANY KIND THAT THE PLATFORM, OR ANY RESULTS OF THE USE THEREOF, WILL ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE OR SYSTEM USED BY CUSTOMER.

8. INDEMNIFICATION; LIMITATION OF LIABILITY

8.1 **Mutual Indemnity.** To the fullest extent permitted by applicable law, each party shall indemnify and defend the other party against any claims and costs awarded by a court of competent jurisdiction arising out of or relating to such Party's gross negligence or intentional misconduct, provided that: (i) the indemnified Party gives the indemnifying Party prompt notice in writing of each claim received by the indemnified Party,
(ii) the indemnified Party gives the indemnifying Party the right to control and direct the investigation, defense and settlement of each claim, and (iii) the indemnified Party has not prejudiced, compromised or settled the claim.

8.2 **AMILIA Indemnification obligations**. Subject to Sections 8.4 to 8.6 herein, AMILIA will defend and indemnify Customer (at its own expense) from and against all claims, suits and proceedings ("**Claims**") to the extent such Claim arises out, or relates to: (i) alleged claim that the Solutions (and Customer's use of the Solutions in accordance with this Agreement) infringes the Intellectual Property Rights or other rights of a third party; or (ii) AMILIA's breach of obligations contained in Section 6 (Confidential Obligation), or Section 7 (Representations and Warranties); or (iii) the negligence or wilful misconduct of AMILIA's employees or agents. If a Claim is brought or threatened against Customer alleging infringement of the Intellectual Property Rights of a third party, AMILIA will, at its sole expense and discretion, use commercially reasonable efforts to either: (a) modify or replace the Solutions to make it non-infringing, or (b) procure for Customer the right to continue using the offending software; provided that in either (a) or (b), the replacement or modified software is substantially the same in features and functionality as the infringing software, and if neither of the foregoing options is commercially practicable, (c) require Customer to cease using the Solutions, terminate this Agreement and any applicable Service Schedule and refund to Customer the fees paid for the Services in the past twelve (12) months. Notwithstanding the foregoing, AMILIA shall have no liability and no obligation to apply the remedies set forth above if the alleged infringement arises from, or is caused by: (i) the combination of the Solutions with any other service, software, data or products not provided or authorized by AMILIA, which claim would have been avoided if not been so combined; (ii) the use of any other material provided by Customer (or Customer Users) or modifications to the Solutions not made by AMILIA; or (iii) Customer Data or (iv) any breach by Customer (or Customer Users) of this Agreement or the Terms of Use. THE FOREGOING IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THIS AGREEMENT OR THE SERVICES INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

8.3 **Customer indemnification.** To the fullest extent permitted by applicable law, Customer will, at its own expense, defend, indemnify and hold harmless AMILIA (and its shareholders, affiliates, directors, officers, affiliates, agents, employees and representatives (each an "**AMILIA's Indemnitee**") from and against all Losses incurred by such AMILIA's Indemnitee in connection with any Claim by a third party to the extent such Claim arises out, or relates to: (i) Customer Data, including any processing of same by AMILIA in accordance with this Agreement; (ii) Customer's trademarks, as used by AMILIA in accordance with this Agreement, including any allegation that same infringes the Intellectual Property Rights or other rights of, or has caused harm to, a third party; (iii) Customer's breach of obligations contained in Section 6 (Confidential Obligation), or Section 7 (Representations and Warranties); (iv) Customer's access to or use of the Solutions other than in accordance with the terms of this Agreement and the Specifications; or (iv) the negligence or wilful misconduct by Customer or any of its employees or agents.

8.4 **Consequential and Incidental Damages.** IN NO EVENT SHALL EITHER PARTY (INCLUDING ANY OF ITS AGENTS, SHAREHOLDERS, DIRECTORAS, OFFICERS AND EMPLOYEES) HAVE ANY LIABILITY UNDER THIS AGREEMENT FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR THE SOLUTIONS.

8.5 **Limitations of Liability**. UNDER NO CIRCUMSTANCES WILL AMILIA BE RESPONSIBLE FOR: (A) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (B) LOSS OF GOODWILL OR REPUTATION; (C) ANY DAMAGE OR LOSS RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE PLATFORMS, THE API, CUSTOMER ACCOUNT, THE PLATFORMS SERVERS OR ANY INFORMATION CONTAINED THEREIN (EXCEPT FOR BREACHES OF AMILIA'S OBLIGATIONS RELATING TO PERSONAL INFORMATION OR SENSITIVE INFORMATION; (D) LOSS OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM CUSTOMER'S ACCESS TO OR USE OF THEPLATFORMS,

OR THE API (EXCEPT TO THE EXTENT SUCH LIMITATION IS NOT PERMITTED BY APPLICABLE LAW); (E) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PLATFORMS OR THE API, NOT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AMILIA; (F) ANY BUGS, VIRUSES, TROJAN HORSES, OR OTHER HARMFUL CODE THAT MAY BE TRANSMITTED TO OR THROUGH THE PLATFORMS OR THE API, NOT CAUSED BY THE GROSS NEGLIGENCE OF AMILIA; (G) ERRORS, INACCURACIES OR OMISSIONS IN ANY CONTENT OR INFORMATION PROVIDED BY CUSTOMER OR ANY THIRD PARTY; (H) COST OF REPLACEMENT GOODS OR SERVICES, INCLUDING COSTS RESULTING FROM LOSS, DAMAGE, CORRUPTION, DATA BREACH OR RECOVERY OF DATA AND/OR (I) THE DEFAMATORY, OFFENSIVE, OR ILLEGACONDUCT OF ANY THIRD PARTY, IN EACH CASE REGARDLESS OF WHETHER AMILIA WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

8.6 **Cap on Limitation of Liability.** WITHOUT LIMITING THE FOREGOING, AND EXCEPT FOR LIABILITY ARISING OUT OF THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF AMILIA, THE CUMULATIVE LIABILITY OF (I) AMILIA, (II) SUPPLIERS OR LICENSORS OF AMILIA, AND (III) ANY OF THE RESPECTIVE AFFILIATES, SHAREHOLDERS, AGENTS, DIRECTORS, OFFICERS AND EMPLOYEES OF ANY OF THE ENTITIES LISTED IN (I) OR (II) ABOVE SHALL BE LIMITED TO DIRECT DAMAGES AND IN ALL EVENTS SHALL NOT EXCEED IN THE AGGREGATE THE AMOUNT OF FEES PAID BY TO AMILIA DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATIONS APPLY EVEN IF AMILIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND SUCH DAMAGE FAILS TO ITS ESSENTIAL PURPOSE.

9. TERM, TERMINATION AND SUSPENSION

9.1 **Term of Agreement.** This Agreement continues until terminated i) for convenience upon a ninety (90) days prior written notice by either Party or ii) in accordance with Section 9.4.

9.2 **Initial Subscription Period.** The initial subscription period ("**Initial Subscription Period**") for access and use of the Services shall be set out in a Service Schedule. Unless otherwise stated in a Service Schedule, the Initial Subscription Period shall be twenty-four (24) months; Individual Service Schedules remain effective until terminated i) together with this Agreement or ii) in accordance with Sections 9.3 or 9.4 below.

9.3 **Renewals.** Unless otherwise indicated in a Service Schedule, Initial Subscription Periods shall automatically renew for one (1) year, under the same terms and conditions ("**Renewal Subscription Period**"), but may be cancelled with a 90 days' notice, prior to the expiration of the Renewal Subscription Period.

9.4 **Early Termination.** Notwithstanding the foregoing, should Customer terminates this Agreement (or any Service Schedule) prior to the end of the Initial Subscription Period or Renewal Subscription Period, Customer shall pay to AMILIA, as liquidated damages (payable in a single payment), an amount equal to 100% of all remaining Fees payable for the Subscription Period, up to a maximum of: i) 6 months of Fees if termination occurs during the Initial Subscription Period; or ii) 3 months of Fees if termination occurs during any Renewal Subscription Periods.

9.5 **Termination for Breach.** A Party may terminate this Agreement (or any Service Schedule) if the other Party (a) makes a general assignment for the benefit of creditors, makes a written admission of its inability to pay its debts or obligations as they become due, has a petition in bankruptcy filed by or against it, a receiver or trustee of any of its property is appointed, is adjudged to be insolvent by any court having jurisdiction, or it is dissolved, liquidated or terminated; or (b) is in breach of any material provision of this Agreement and such breach is not cured within thirty (30) days of written notice of such breach. Notwithstanding the foregoing, AMILIA may terminate this Agreement, and any Service Schedule, upon non-payment of any Fees by Customer.

9.6 **Suspension or Termination of Services**. AMILIA may suspend, terminate, or otherwise deny access to, or use of, all or any part of the Services if: (a) AMILIA receives a governmental order that expressly requires AMILIA to do so; (b) AMILIA believes, in its good faith and reasonable sole discretion, that: (i) Customer breached its obligations under in this Agreement, after AMILIA has provided notice and a reasonable period of time to cure the breach, when applicable; (ii) Customer has accessed or used the Services beyond the scope of the rights granted pursuant to this Agreement (including for a purpose not authorized under this Agreement or in any manner that does not comply with the Specifications, or is causing material harm to AMILIA or Users (including any security risk); (c) Customer (or any Customer's User) is involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (d) AMILIA reasonably suspects that Customer's account has been used for an illegal or criminal purpose.

9.7 **Outstanding Fees.** Expiration or termination of this Agreement or any Service Schedule shall not relieve Customer of the obligation to pay any fees accrued or payable to AMILIA prior to the effective date of expiration or termination of this Agreement.

9.8 **Effect of Suspension or Termination.** Upon suspension or termination of this Agreement, Customer shall: (i) immediately deactivate its Customer's account and its access to the Platform and cease using of the Services; (ii) immediately discontinue use of any AMILIA Trademarks, including removing any AMILIA Trademarks from Customer's website/ Customer acknowledges and agree that sixty (60) days after termination AMILIA will need to delete Customer's account from AMILIA's "live" site, to

comply with applicable laws. During such 60 days post termination, and upon your written request, AMILIA will grant Customer a limited access to the Platform for the sole purpose of allowing Customer to retrieve its data, provided payment in full of i) all amounts owed to AMILIA up to the date of suspension or termination of this Agreement; and ii) cost to retrieve Customer Data, to be charged separately. Customer will not be refunded the remainder of any fees paid prior to such termination or suspension and AMILIA will not be liable for any damages in connection such deletion of account. Costs for retrieving Customer Data (or for reactivation of Customer's account) shall be charged to Customer at the then applicable rates in effect.

10. GENERAL PROVISIONS

10.1 **Relationship of the Parties.** The Parties are independent contractors. Neither Party shall be deemed to be an employee, agent, partner, joint venture, franchisee or legal representative of the other for any purpose and neither shall have any right, power or authority to create any obligation or responsibility on behalf of the other.

10.2 **Marketing and Customer's trademarks**. Customer acknowledges and agrees that AMILIA may use Customer's name and logo for purposes of identifying Customer as a customer of AMILIA in any sales and marketing materials. For greater certainty, this right shall include the right to use, copy, publicly display and reformat Customer's trademarks, trade names, service marks, logos, images as may be necessary for AMILIA to provide the Services to you. This this right shall include the right to post copy and publicly display Customer's trademarks regarding any information about your business, goods and services (including on AMILIA's website, social media accounts, third-party websites, mobile applications, advertisements or as otherwise required to provide the Services contemplated by this Agreement.

10.3 **Notices.** Notices shall be addressed to signatories of this Agreement as per addresses in the preamble above.

All notices shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the fourth (4th) business day after first class mailing or the second (2nd) business day after depositing with a nationally recognized courier service; or (iii) the second (2nd) business day after sending by email (with proof of reception).

10.4 **Currency.** Unless otherwise stated in a Service Schedule, monetary amounts stated, advanced, paid or calculated in or pursuant to this Agreement are and shall be stated, advanced, paid or calculated in US dollars.

10.5 **Waiver and Cumulative Remedies.** No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated in this Agreement, the remedies provided in this Agreement are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

10.6 **Changes and modifications**. At any time during the Term, or any extension thereof, AMILIA has the right to change, delete, discontinue, or impose conditions on any feature, content or appearance of the Solutions that AMILIA, in its sole discretion, deems to be reasonable in the circumstances, provided that the Solution shall continue to perform substantially in accordance with the Documentation. Any use of the Solutions after publication of any such changes by AMILIA (including by way of a notice on its website or Solutions or by email to the administrator's indicated in Customer's account), shall constitute Customer's acceptance of such changes.

10.7 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

10.8 **Independent Contractor.** Nothing in this Agreement shall be construed in any manner to create between the parties the relationship of joint venturers or partners, employer and employee, master or servant. Neither party shall be obligated nor bound by any agreements, representations or warranties made by the other party.

10.9 **Assignment.** Neither party may assign this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed. However, if Customer undergoes a change of control whereby Customer no longer has the right to operate the network subject to this Agreement, then Customer shall use its best efforts to ensure that this Agreement is transferred in its entirety to such new third party, subject to AMILIA's approval and to such new third party agreeing to be bound by this Agreement. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

10.10 **Disputes; Choice of Law; Jurisdiction and Venue.** The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties shall be governed by the laws of the State of North Carolina, without regard to conflict of law rules, and subject to the exclusive jurisdiction of the courts of the state of North Carolina for any legal controversy arising in connection with this Agreement. NOTWITHSTANDING ANY PROVISIONS TO THE CONTRARY IN THIS PROVISION, IN THE EVENT OF ANY VIOLATION OF THIS AGREEMENT, EITHER PARTY MAY INITIATE AN ACTION SEEKING INJUNCTIVE RELIEF BEFORE ANY COURT OF COMPETENT JURISDICTION IN THE STATE OF NORTH CAROLINA.

10.11 **Force Majeure.** AMILIA shall not be responsible for any failure to perform which is due to force majeure circumstances, including but not limited to acts of God, wars, terrorism, riots, embargoes, acts of civil or military authorities, fires, floods,

accidents, pandemics or epidemics, or strikes, labor problems, computer, telecommunications, Internet service AMILIA or hosting facility failures or delays involving hardware, software or power systems not within AMILIA's possession or reasonable control.

10.12 **Insurance.** Each Party will maintain insurance sufficient to cover each Party's obligations under this Agreement. Upon request, each Party shall provide the other Party with a certificate of insurance summarizing its coverage limits.

10.13 **Surviving Provisions.** Notwithstanding any expiration or termination of this Agreement, those provisions which, by their nature ought to survive, shall survive.

10.14 **Language**. The parties hereto have expressly required that this Agreement and documents ancillary thereto be drafted in the English language. *Les parties à la présente ont expressément exigé que le présent contrat et les documents afférents soient rédigés en langue anglaise.*

10.15 **Entire Agreement.** This Agreement (including any exhibits, schedules, attachments, appendices or Service Schedule or any other documents incorporated herein by reference), constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the Parties. Any change to the scope of Services shall be made pursuant to Amilia's change process.

10.16 **Precedence.** In the event of any inconsistency or conflict between the terms and provisions of this Agreement and those of any exhibits, schedules, attachments, or appendices and Statement of Work or any other documents incorporated herein by reference, the following order of precedence shall govern: (1) this Agreement, (2) any applicable Service Schedule (including their respective exhibits, schedules, attachments; and (3) any other documents incorporated herein by reference).

SCHEDULE 1
FEES

This Fees Schedule is executed in connection with the Master Service Agreement ("**Agreement**") entered into on by and between AMILIA and Customer, effective as of 2025-11-01.

In the event of any inconsistency or a conflict between the terms of this Schedule and the Agreement, the terms provided in the Agreement shall govern. Capitalized terms not defined in this Schedule shall have the meaning defined in the Agreement.

A. Subscription Period

Subscription Period: 60 Months
Commencement Date: 2025-11-01
Expiration Date: 2030-10-31

B. Platform Fees*

Customer agrees to pay the following fees:

	Renewal Price
Access Fees: **Package Selected: Custom Plan**	**$799/month**
Service Fees: ***Estimated annual Customer's revenues:** **$1,993,849.91/year**	**1% of Customer's monthly transaction revenues processed through the Platform.**
Other Fees **(if applicable)**	

C. Payment Processing Fees*

Customer agrees to pay the following processing fees (per transaction)

Credit cards (Visa, Mastercard, Discover): 2.6% + $0.25 per transaction
Amex cards : 4% + $0.25 per transaction
eCheck (ACH): 1% + $0.50 per transaction

Additional fees passed through directly from payment service providers may apply (including but not limited to, credit card chargebacks, reversals, and retrievals, and returns on e-checks due to insufficient funds).
See How Amilia bills your organization for more information.

***To be invoiced monthly.**

D. Additional Terms
Fees to be invoiced monthly. When applicable, notice of rate/ fees change will be sent to Customer. Any use of the Services after reception notice of changes shall constitute your acceptance of such change. Payments to Amilia in connection with this Agreement shall be made via Pre-Authorized Debit (PAD). By signing this Agreement, the Client authorizes Amilia to debit the specified bank account for all payments due under this Agreement. The Client agrees to provide and maintain updated bank account information to ensure uninterrupted service.

AMILIA TECHNOLOGIES USA INC. **By:**	**CITY OF HIGH POINT** **By:**
Name: David Huot Title: Director of Customer Success	Name: Damon Dequenne Title: Assistant City Manager
Date: *I am authorized to bind AMILIA*	Date: *I am authorized to bind Customer*
By:	
Name: Lorenzo Pirri Title: Chief Financial Officer	
Date: *I am authorized to bind AMILIA*	

Preaudit Certificate

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

_____

Bobby Fitzjohn, Finance Officer

SCHEDULE 3
DATA SECURITY

Capitalized terms not defined in this Schedule shall have the meaning defined in the Agreement.

In addition to its obligations under the Agreement, Customer shall comply with the following provisions:

1. Customer shall not disclose, sell, share or otherwise make available any Personal Information to any third party, except as explicitly provided for in this Schedule.
2. If Customer collects Personal Information in connection with the Services, whether on behalf of Amilia or as required for the performance of the Services, Customer shall:

(i) collect, use, copy, process and disclose Personal Information only to the extent and in such manner as is specified in the Agreement, as is reasonably required to carry out the Services, and/or in accordance with Amilia's reasonable instructions from time to time, and at all times in full compliance with applicable laws;

(ii) obtain consent of End-Users in accordance with applicable laws and maintain the confidentiality of Personal Information;

(iii) collect only the minimum Personal Information to perform the Services;

(iv) ensure that all reasonable and appropriate, organizational and technological safeguards are in place to protect Personal Information from loss, theft, or unauthorized use, access, disclosure, processing, copying, alteration, or destruction, including, without limitation, as appropriate:

(a) access controls and data integrity controls, including regular testing and auditing of safeguards and controls;

(b) disaster recovery plan, which meets or exceeds industry standards;

(c) secure retention and disposal policies and procedures; and

(v) restrict access to Personal Information solely to its employees, representatives, and subcontractors who: (i) have a need to know the Personal Information and (ii) have signed appropriate confidentiality agreements;

(vi) provide, when applicable, at Amilia's request and cost, a copy of all Personal Information held by Customer and provide reasonable cooperation, in relation to any third-party complaint or request by an individual to have access to that person's Personal Information;

(vii) notify Amilia of any request by any government or government agency for access to Personal Information, to the extent permitted by applicable laws; and

(viii) not permit disclosure of Personal Information to any third party unless in accordance with this Agreement and Schedule or with the prior written consent of Amilia;

3. In the event of any actual or alleged unauthorized disclosure of Personal Information, or any unauthorized intrusion, penetration, or security breach involving Customer's systems or facilities ("**Security Breach**"), Customer shall (i) promptly notify Amilia in writing and furnish Amilia with full details whether such Security Breach involved Personal Information; and (ii) take all reasonable appropriate steps, to promptly contain, mitigate and remediate any Security Breach, including without limitation, taking corrective action as reasonably requested by Amilia to prevent or minimise damage and prevent any such future occurrences.

4. Customer shall deliver to Amilia all Personal Information in its possession or control in whatever form (or at Amilia's request, destroy all such Personal Information where the foregoing is permitted by the applicable laws), including all working papers, notes, memoranda, reports, data in machine readable form or otherwise, within thirty (30) business days of the completion or termination of the Agreement for any reason, or at such later time as agreed to between the parties if needed. Upon delivery of the Personal Information to Amilia, Customer shall ensure that no record of the Personal Information remains in Customer's possession.

SCHEDULE 4
SERVICES LEVELS

Definitions

In this Schedule the following terms will have the following meanings, and any other capitalized terms used but not otherwise defined herein will have the meanings as set out in the Agreement:

a. "**Available**" means the availability of Services for access and use by Customer and its Users over the Internet and operating in material accordance with the Agreement.

b. **"Emergency Maintenance"** means any emergency maintenance of the Services performed on an unscheduled basis and any downtime resulting from such emergency maintenance.

c. "**Excused Downtime Minutes**" means the total number of minutes in a monthly period that the Services are unavailable resulting from any exclusion set forth in the "Service Availability" section hereinbelow.

d. "**Scheduled Downtime**" means the maintenance of the Services, including but not limited to code changes, system configuration changes, implementation of updates, maintenance releases, workarounds and other activities Amilia deems necessary in order to deliver the Services in accordance with the Agreement. Such maintenance shall be performed with sufficient notice to the Customer.

Support

The support shall include telephone and e-mail support to answer operational and technical questions and to report irregularities concerning the Services. Live telephone support is available during normal business hours (9AM to 7PM Eastern Standard Time (EST) Monday through Friday and 9AM to 5PM EST on Saturday), excluding statutory Canadian holidays and subject to "Service Availability" section below.

Contact information for support, during normal business hours:

- Email: support@amilia.com . Available 24 /7 days (response within 1-3 hours depending on priority).
- Telephone: (514) 343-0004 or toll free 1-877-343-0004 (response within minutes)
- Online Chat (response within minutes)

In case of Emergencies:

- If an emergency occurs during office hours, please call or start an Online Chat.
- If an emergency occurs outside of office hours, please start an Online Chat **and** select the "□ Emergency" option. Amilia may offer a phone call in order to quickly gather more information and then follow up every 15 minutes by an Online Chat. Amilia responds to emergencies from 8am EST until 11pm EST.

An emergency is when there is a loss of service (i.e. Customer is unable to access important features of the Services), loss of revenue (i.e. problems resulting in End-Users and/or Customer admins unable to complete a purchase, unable to make or take payments) or any issue that critically impacts Customer business operations.

Service Availability

Amilia will use commercially reasonable efforts to ensure the Services are Available 99.5% of the time as measured over the course of each calendar month, subject to exclusions set forth below.

Exclusions include down-time, outages or other failures resulting from: (a) system administration or commands performed by Customer not in accordance with the Documentation; (b) work or activities performed at Customer's written request; (c) technical issues, including internet connectivity issues, slow internet speeds attributable to Customer's facilities, location, or any equipment or other component of Customer's technical infrastructure or other problem with any software, hardware, system, network, facility, or other matter not supplied by Amilia under this Agreement; (d) any Emergency Maintenance or Scheduled Downtime(s); and (e) conditions beyond Amilia's control such as, but not limited to, war, strikes, fires, floods, acts of God, network failures upstream from the infrastructure provider.

CITY OF HIGH POINT
AGENDA ITEM

TITLE: **Consideration of Approval of Minutes**

FROM:

MEETING DATE:
December 15, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:

ATTACHMENTS:
1. Transparency, Engagement & Communication Minutes - November 12, 2025
2. Finance Committee Minutes - November 13, 2025
3. Special Meeting Minutes - November 17, 2025
4. Regular Meeting Minutes - November 17, 2025
5. Manager's Briefing Minutes - December 1, 2025
6. Regular Meeting Minutes - December 1, 2025
7. Community Development Committee Minutes - December 2, 2025
8. Prosperity, Livability & Safety Committee Minutes - December 4, 2025

PURPOSE: Approval of Minutes.

BACKGROUND: Approval of Minutes.

BUDGET IMPACT: N/A

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

Transparency, Engagement & Communication Committee Minutes - November 12, 2025 @ 9:00 a.m.
Finance Committee Minutes - November 13, 2025 @ 4:00 p.m.
Special Meeting of the High Point City Council Minutes - November 17, 2025 @ 4:00 p.m.
Regular Meeting of the High Point City Council Minutes - November 17, 2025 @ 5:30 p.m.
Manager's Briefing Minutes - December 1, 2025 @ 4:00 p.m.
Regular Meeting of the High Point City Council Minutes - December 1, 2025 @ 5:30 p.m.
Community Development Committee Minutes - December 2, 2025 @ 4:00 p.m.
Prosperity, Livability & Safety Committee Minutes - December 4, 2025 @ 9:00 a.m.

HIGH POINT TRANSPARENCY, ENGAGEMENT, & COMMUNICATION COMMITTEE MEETING
Wednesday, November 12, 2025 - 9:00 AM
Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

Transparency, Engagement, and Communications Committee - Council Member Michael Holmes, Chair

CALL TO ORDER

Chair Holmes called the Meeting of the High Point Transparency, Engagement, & Communication Committee to order at 9:00 a.m. and stated the following members were present:

Present: Chair Michael Holmes, Mayor Pro Tempore Britt Moore, Council Member Patrick Harman, Council Member Amanda Cook

PRESENTATION OF ITEMS

2025-459 **Presentation of the 2024-2027 Strategic Plan Update and Dashboard**
Staff will present the City of High Point 2024-2027 Strategic Plan update and the launch of the public dashboard.

Meridith Martin, Strategic Initiatives Manager, presented the item and gave an overview of the vision, mission, and core values of the City. She said that staff were working to get information about these core values out to the employees of the city and said they would continue to market those values and provide examples of how employees are demonstrating these values. She provided a timeline for the implementation of the public dashboard and an overview of each phase of the project.

In response to Mayor Pro Tempore Moore, Ms. Martin said they had performed performance measure coaching with eleven departments so far and would implement coaching with the final ten departments in January. She shared an example of a disruption with the Burton Avenue project involving private utilities and indicated she would go over it in more detail later in the presentation and that the timeline had been reestablished for future progress.

Ms. Martin provided a first quarter update highlighting the overall progress of each of the six strategic goals, including accomplishments, challenges, and upcoming priorities, and shared that it would be a high-level update with a deeper dive later through the dashboard.

Ms. Martin talked about the Thriving Economy strategic goal and shared some accomplishments, including business growth and private investment, as well as some of the challenges. In response to Chair Holmes, Ms. Martin said the impact due to

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national economic issues like tariffs and inflations depended on what project. She shared that Economic Development Director, Peter Bishop, could speak more on the impact.

She spoke on the Effective Communication & Engagement strategic goal and events and engagement strategies supporting that goal. In response to Mayor Pro Tempore Moore and Chair Holmes, Jeron Hollis, Managing Director, spoke about changes to the website and communication procedures, and said they didn't have recent trafficking numbers. He said they had received 20–30 applications for the first High Point 101 cohort, and expected to garner more interest for future cohorts. He shared that the city was having final discussions with the vendor, and that he hoped to get the High Point merchandise store open soon.

Ms. Martin spoke on the Proactive Urban Design & Planning goal and talked about the Development ordinance update and the launch of the HP2045 Implementation Taskforce. In response to Chair Holmes regarding not securing Bloomberg funding for microtransit, Ms. Martin shared that she had spoken with Transportation Director, Greg Venable, who said he knew microtransit was an important priority, and shared that he was looking at other options for funding. Chair Holmes said the community members he had spoken with are extremely interested in microtransit.

She talked about the Resilient Community and Effective Infrastructure goals. In response to Mayor Pro Tempore Moore, Assistant City Manager, Damon Dequenne, explained that the congestion mitigation air quality projects were federally funded, and the process was longer due to requirements that go along with the funds. He noted that once the funds are federally approved, the projects could take 3–5 years to come to fruition. He explained that the City Council did set aside $200,000 for additional sidewalk projects out of local funding and said that the projects would probably begin in spring 2026. In response to Chair Holmes, Mr. Dequenne explained the priority ranking process for sidewalk requests.

Ms. Martin spoke on the High-Performing Organization goal and the implementation of the Workday ERP system and upcoming Workday training, as well as employee engagement committee recommendations.

She provided a demonstration of the Strategic Plan Dashboard on the website. In response to Council Member Cook, Ms. Martin said the dashboard is updated quarterly, but bigger accomplishments will be updated as quickly as possible. She indicated there was not a last updated date included on each page, but said staff could investigate adding that in the future. In response to Mayor Pro Tempore Moore, she explained that specific departments, or multiple departments, depending on the project, were responsible for updating the dashboard. She said that her department then helped to make sure the information was cohesive and clear for the public. Chair Moore said he hoped that citizens would appreciate all the time and money that has gone into this project. Chair Holmes said he appreciated the effort to make the language clear and easy to digest. In response to Council Member Cook, Ms. Martin said staff could

look into connecting City Council actions with specific projects.

In response to Council Member Harman, Ms. Martin went over the public engagement efforts regarding the dashboard.

Chair Holmes commended staff on the rollout of the dashboard. Council Member Cook mentioned referencing the One High Point Commission and how this will be rolled out equitably across the city. Ms. Martin said staff planned to have key performance indicator metrics on the dashboard once the coaching and performance metrics were finalized.

In response to Chair Holmes, Ms. Martin said during the coaching phase, they evaluated data to determine its usefulness and that public consumption also determined which data to use. In response to Chair Holmes, Mr. Dequenne said it might make it easier to respond to public records by directing certain requests to the dashboard. He noted that some information about projects on the dashboard might prompt citizens to reach out to staff and increase personal communication with the public.

In response to Council Member Harman, Ms. Martin said they were building internal dashboards for performance metrics.

In response to Council Member Cook, Ms. Martin said there was not a feature where the public could receive notifications about specific projects, but they could talk to Invisio to see if the option was available. She said the search bar feature was a great option to find information about specific projects.

ADJOURNMENT

Chair Holmes and Mayor Pro Tempore Moore spoke about Little Sally, the new troll art installation, and how it was great for the city and promoting an inclusive environment.

Council Member Harman noted there was a neighborhood association event that evening at Oakview Recreation Center to encourage more people to participate in neighborhood associations.

There being no further business to come before the Transparency, Engagement, & Communication Committee, the meeting adjourned at 9:42 a.m.

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Respectfully Submitted,

_____
Michael Holmes, Chairman

Attest:

_____
Alison Glynn, Deputy City Clerk

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HIGH POINT FINANCE COMMITTEE MEETING
Thursday, November 13, 2025 - 4:00 PM
Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

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

CALL TO ORDER

Chair Moore called the Meeting of the High Point Finance Committee to order at 4:00 p.m. and stated the following members were present.

Present: Chair Britt Moore, Council Member Michael Holmes, Council Member Monica Peters

Absent: Council Member Tim Andrew

PRESENTATION OF ITEMS

2025-460 **Consideration of a Contract with Sylvester and Cockrum, LLC**
City Council is requested to consider a contract with Sylvester & Cockrum, LLC in the amount of $ 287,575.00 to replace three (3) Liebert HVAC (Heating, Ventilation, and Air Conditioning) units that are located at the Westside Wastewater Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents.

Robby Stone, Public Services Director, presented the item and indicated that three HVAC units needed to be replaced, two that had been damaged in the July flash flood event and one that was up for replacement.

In response to Chair Moore, Mr. Stone said they were keeping a running tally of expenses that could be reimbursed by insurance for the flash flooding event.

A motion was made by Chair Moore, seconded by Council Member Holmes, to approve Agenda Item # 2025-460.

The motion carried with the following vote:

Aye: Chair Moore, Council Member Holmes, Council Member Peters

Absent: Council Member Andrew

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2025-461 **Consideration of a Request to Increase a Purchase Order Amount to Waste Management**
City Council is requested to consider increasing PO-10-2025-1113 to Waste Management in the amount of $245,000 for additional biosolids disposal and to authorize the appropriate City Official to execute all necessary documents.

Robby Stone, Public Services Director, presented the item and said the increase in the purchase order amount was due to an extended shutdown for inspections and mechanical failures. He said there had been a need to hire a contractor to help with de-watering and additional hauling. He explained that projections for the rest of the fiscal year also necessitated a need to increase the purchase order.

A motion was made by Chair Moore, seconded by Council Member Peters, to approve Agenda Item # 2025-461.

The motion carried with the following vote:

Aye: Chair Moore, Council Member Holmes, Council Member Peters

Absent: Council Member Andrew

2025-462 **Consideration of an Ordinance Amending Various Sections of the High Point City Code**
City Council is requested to adopt an Ordinance amending various sections of the High Point City Code that pertain to the High Point Market and authorize appropriate City Official(s) to execute all necessary documents.

Damon Dequenne, Assistant City Manager, presented the item and indicated the code amendments were in line with changes that have evolved over time, reflecting the current practices. He provided an overview of the various minor amendments to the code.

A motion was made by Chair Moore, seconded by Council Member Holmes, to approve Agenda Item # 2025-462.

The motion carried with the following vote:

Aye: Chair Moore, Council Member Holmes, Council Member Peters

Absent: Council Member Andrew

2025-463 **Consideration of a Resolution to Accept the Donation of Real Property to the City - 999 Mayview Court**
City Council is requested to consider a resolution to accept the

donation of real property located at 999 Mayview Court (Parcel No. 194998) to the City and authorize the appropriate City Official(s) to execute all necessary documents.

Damon Dequenne, Assistant City Manager, presented the item and indicated it was a resolution to accept the donation of a 3.77-acre parcel. He shared that the heirs approached the city to see if it was interested in taking the property. He explained there would be some fees, taxes, and other expenses included as a condition for the donation of the property. He pointed out that the topography of the property on a flood plain made it unlikely to be developed, but that the land could be used as open green space in the future.

A motion was made by Chair Moore, seconded by Council Member Peters, to approve Agenda Item # 2025-463.

The motion carried with the following vote:

Aye: Chair Moore, Council Member Holmes, Council Member Peters

Absent: Council Member Andrew

ADJOURNMENT

Chair Moore encouraged citizens to go out and support the City by checking out the City website and social media for holiday activities to attend.

Council Member Peters welcomed the newest resident, Little Sally the Dambo troll, to Southwest High Point.

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

Respectfully Submitted,

_____
Britt Moore, Chairman

Attest:

_____
Alison Glynn, Deputy City Clerk

HIGH POINT CITY COUNCIL SPECIAL MEETING
Monday, November 17, 2025 - 4:00 PM
Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

CALL TO ORDER

Council Member Holmes called the Special Meeting of the High Point City Council to order at 4:00 p.m. and stated that Mayor Jefferson is arriving, Mayor Pro Tem Moore is participating virtually and Council Members Cook and Johnson are absent.

***Present**: Mayor Cyril Jefferson (arrived at 4:02), Mayor Pro Tempore Britt Moore, At-Large Council Member (virtual); Council Member Vickie McKiver, Ward 1; Council Member Tyrone Johnson, Ward 2 (arrived at 4:11); Council Member Monica Peters, Ward 3; Council Member Patrick Harman, Ward 4; Council Member Tim Andrew, Ward 5, and Council Member Michael Holmes, Ward 6.*

***Absent:** Amanda Cook, At-Large*

ADOPTION OF AGENDA

A motion was made by Council Member Harman, seconded by Council Member Andrew, to adopt the agenda.

Motion passed with the following vote:

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

Absent: Mayor Jefferson and Council Members Cook and Johnson

Mayor Pro Tem Moore did not vote as he was participating virtually.

PRESENTATION OF ITEMS

2025-472 **Closed Session - Attorney-Client Privilege**
Council is requested to go into Closed Session pursuant to N.C.G.S. §143-318.11(a)(3) for Attorney-Client privilege.

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

Motion passed with the following vote:

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

Absent: Council Members Cook and Johnson

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Mayor Pro Tem Moore did not vote as he was participating virtually.

Closed session began at 4:02 p.m.

A motion was made by Council Member Holmes, seconded by Council Member Johnson, to end the Closed Session and resume Regular Session.

Motion passed with the following vote:

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

Absent: Council Member Cook

Mayor Pro Tem Moore did not vote as he was participating virtually.

Closed session ended at 5:03 p.m.

ADJOURNMENT

There being no further business to come before the Special Meeting of the High Point City Council, the meeting adjourned at 5:03 p.m.

Respectfully Submitted,

_____

Cyril Jefferson, Mayor

Attest:

_____

Sandra Keeney, City Clerk

DRAFT

HIGH POINT CITY COUNCIL MEETING
Monday, November 17, 2025 - 5:30 PM
Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

ROLL CALL, MOMENT OF SILENCE, AND PLEDGE OF ALLEGIANCE

Mayor Jefferson called the Meeting of the High Point City Council to order at 5:30 p.m. and stated the following members were present. He called for a moment of silence and the Pledge of Allegiance followed.

Present: Mayor Cyril Jefferson, Council Member Vickie McKiver, Ward 1, Council Member Tyrone Johnson, Ward 2, Council Member Monica Peters, Ward 3, Council Member Patrick Harman, Ward 4, Council Member Tim Andrew, Ward 5, Council Member Michael Holmes, Ward 6

Absent: Mayor Pro Tempore Britt Moore, At Large, Council Member Amanda Cook, At Large

ADOPTION OF AGENDA

Mayor Jefferson indicated there would be three items added to the General Agenda: An item to appoint Saundra Bethea to the Human Relations Commission, an item to accept the resignation of Council Member Cook, and an item to appoint a new Council Member to the vacant position.

A motion was made by Council Member Andrew, seconded by Council Member Johnson, to adopt the agenda as amended.

The motion carried with the following vote:

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

Nay: None

Absent: Mayor Pro Tempore Moore, Council Member Cook

RECOGNITIONS AND PRESENTATIONS

2025-464 **Recognition of the 2025 High Point 101 Cohort**
Mayor Jefferson will recognize the 2025 High Point 101 cohort for successfully completing the City's civic education and engagement program.

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Mayor Jefferson invited the graduates of the High Point 101 2025 cohort up for recognition and a photo with City Council and city staff.

Andy Turner, one of the 2025 High Point 101 cohort members, spoke on the benefits of the program and encouraged citizens to participate to better understand the workings of the City government.

2025-466 **Proclamation - Lung Cancer Awareness Month**
Mayor Jefferson will read a Proclamation declaring November 2025 as Lung Cancer Awareness Month.

Mayor Jefferson read the proclamation for Lung Cancer Awareness Month.

2025-467 **Proclamation - World Prematurity Day**
Mayor Jefferson will read a Proclamation declaring November 17, 2025, as World Prematurity Day.

Mayor Jefferson presented the proclamation to members of the Zeta Phi Beta Sorority, Delta Kappa Zeta Chapter.

CONSENT AGENDA ITEMS

A motion was made by Council Member Andrew, seconded by Council Member Johnson, to approve the Consent Agenda.

The motion carried with the following vote:

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

Nay: None

Absent: Mayor Pro Tempore Moore, Council Member Cook

C-1) 2025-460 **Consideration of a Contract with Sylvester and Cockrum, LLC**
City Council is requested to consider a contract with Sylvester & Cockrum, LLC in the amount of $ 287,575.00 to replace three (3) Liebert HVAC (Heating, Ventilation, and Air Conditioning) units that are located at the Westside Wastewater Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)
Approved by the consent vote.

C-2) 2025-461 **Consideration of a Request to Increase a Purchase Order Amount to Waste Management**
City Council is requested to consider increasing PO-10-2025-1113 to Waste Management in the amount of $245,000 for additional biosolids disposal and to authorize the appropriate City Official to execute all necessary documents. (Recommended by the Finance Committee)
Approved by the consent vote.

C-3) 2025-462 **Consideration of an Ordinance Amending Various Sections of the High Point City Code**
City Council is requested to adopt an Ordinance amending various sections of the High Point City Code that pertain to the High Point Market and authorize appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)
Approved by the consent vote.

C-4) 2025-463 **Consideration of a Resolution to Accept the Donation of Real Property to the City - 999 Mayview Court**
City Council is requested to consider a resolution to accept the donation of real property located at 999 Mayview Court (Parcel No. 194998) to the City and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)
Approved by the consent vote.

C-5) 2025-470 **Consideration of Approval of Minutes**
City Council is requested to approve the following minutes:

Finance Committee Minutes - October 30, 2025 @ 4:00 p.m.
Special Meeting of the High Point City Council Minutes - November 3, 2025 @ 4:00 p.m.
Regular meeting of the High Point City Council Minutes - November 3, 2025 @ 5:30 p.m.
Community Development Committee Minutes - November 4, 2025 @ 4:00 p.m.
Prosperity, Livability & Safety Committee Minutes - November 6, 2025 @ 9:00 a.m.
Closed Session Minutes – 2024
Approved by the consent vote.

GENERAL BUSINESS AGENDA

G-1) 2025-452 **Public Hearing Regarding a Demolition Ordinance - 502 Academy Street**

City Council is requested to conduct a public hearing and adopt an Ordinance to Demolish a dwelling located at 502 Academy Street and authorize the appropriate City Official(s) to execute all necessary documents.

Mayor Jefferson opened up the public hearing at 5:48 p.m. and invited Kaylie Parish, Code Enforcement Manager to present the item. She spoke on the Complaint and Notice of Hearing held on May 27, 2025, and stated that the fiduciary of the estate had shown up to the hearing and that several conversations had taken place regarding the dwelling. She explained that no repairs were completed or permits applied for as of Oct. 31, 2025, and she showed some pictures of the house.

Seeing no questions from staff or the public, Mayor Jefferson indicated that there was a request from staff to continue the public hearing to the February 16, 2026 City Council meeting.

A motion was made by Council Member Holmes, seconded by Council Member Andrew, to continue the public hearing to the February 16, 2026, Council Meeting.

The motion carried with the following vote:

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

Nay: None

Absent: Mayor Pro Tempore Moore, Council Member Cook

G-2) 2025-468 **Consideration of a Reappointment to the High Point Alcoholic Beverage Control Board (ABC Board)**

City Council is requested to confirm the reappointment of David Wall to the High Point ABC Board. Term effective immediately, and expiring on November 15, 2028.

A motion was made by Council Member Harman, seconded by Council Member Andrew, to approve Agenda Item #2025-468.

The motion carried with the following vote:

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

Nay: None

Absent: Mayor Pro Tempore Moore, Council Member Cook

G-3) 2025-469 **Consideration of an Appointment to the Citizens Advisory Council**

City Council is requested to confirm the appointment of James B. Waddell to the Citizens Advisory Council. Term is effective immediately and expires on May 31, 2027.

A motion was made by Council Member Andrew, seconded by Council Member Holmes, to approve Agenda Item #2025-469.

The motion carried with the following vote:

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

Nay: None

Absent: Mayor Pro Tempore Moore, Council Member Cook

G-4) 2025-473 **Added Agenda Item - Consideration of an Appointment to the Human Relations Commission**

City Council is requested to confirm the appointment of Saundra Bethea to the Human Relations Commission; term effective immediately, and expiring on November 1, 2027.

A motion was made by Mayor Jefferson, seconded by Council Member Holmes, to approve the added Agenda Item.

The motion carried with the following vote:

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

Nay: None

Absent: Mayor Pro Tempore Moore, Council Member Cook

Mayor Jefferson thanked Ms. Bethea and commended her for her willingness to serve on the commission.

G-5) 2025-474 **Added Agenda Item - Consideration of the Resignation of At-Large Council Member, Amanda Cook**
City Council is requested to consider the resignation of At-Large Council Member, Amanda Cook, effective immediately.

A motion was made by Mayor Jefferson, seconded by Council Member McKiver, to approve the added Agenda Item.

The motion carried with the following vote:

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

Nay: None

Absent: Mayor Pro Tempore Moore, Council Member Cook

G-6) 2025-475 **Added Agenda Item - Appointment of Chris Williams to the High Point City Council**
City Council is requested to consider the appointment of Chris Williams to the High Point City Council as an At-Large City Council member, effective immediately.

Mayor Jefferson explained that, according to North Carolina statute, it is the duty of the Council and governing body to appoint someone to the seat who can serve honorably and to the best interest of the City. He said they wanted to find someone who had a proven history of serving and a keen understanding of how city government works to fill the vacancy.

Council Member Holmes said the individual chosen to fill the vacancy has served the City of High Point in various capacities for almost two decades and has a distinguished career in the local economy. He pointed out, that as a former Council Member, the nominee has a broad knowledge of the inner workings of city government. He indicated that it was his honor to make the motion to appoint Chris Williams to the open At-Large Council seat.

In response to Council Member Andrew, City Attorney, Meghan Maguire, provided an overview of the process of filling a vacancy and pointed out it was up to City Council to make the appointment.

Mayor Jefferson said he was glad to welcome Mr. Williams and pointed out he had served nine years on the City Council and had the experience needed to fill the vacancy. He indicated that several people had expressed interest in the seat and noted, from his six years of experience on the Council, there was a lot to learn in order to effectively serve. He said the decision was made to serve the best interest of the City.

A motion was made by Council Member Holmes, seconded by Council Member Johnson, to approve the added Agenda Item appointing Chris Williams to the High Point City Council.

The motion carried with the following vote:

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

Nay: None

Absent: Mayor Pro Tempore Moore, Council Member Cook

ADJOURNMENT

Council Member Peters welcomed a guest student in the audience, a freshman in AP Government class at Ragsdale High School.

Council Member Harman thanked former Council Member Cook for her service and praised her for being a champion of the underserved and marginalized. He wished her well in her next chapter in Raleigh.

Council Member Peters congratulated former Council Member Cook and said it had been an honor to serve with her over the past two years.

Mayor Jefferson wished everyone a Happy Thanksgiving and encouraged everyone to attend the holiday parade on the upcoming Sunday. He spoke about the downtown tree lighting on Saturday, November 22nd and the tree lighting at the High Point Library on Tuesday, November 18th.

Council Member Harman spoke on the D-Up activity complex groundbreaking the following day.

Mayor Jefferson talked about the grand opening of the new SpringHill Suites by Marriott hotel and praised city staff for collaborating with the developer to make it happen.

Council Member Peters thanked Visit High Point, the Southwest Renewal Foundation, and other entities for their collaboration on the troll, Little Sally, and said the installation brings joy, faith and hope to the area. Mayor Jefferson encouraged everyone to visit Little Sally.

There being no further business to come before the City Council, the meeting adjourned at 6:03 p.m.

Respectfully Submitted,

_____
Cyril Jefferson, Mayor

Attest:

_____
Alison Glynn, Deputy City Clerk

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HIGH POINT CITY COUNCIL MANAGER'S BRIEFING
Monday, December 1, 2025 - 4:00 PM
Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

CALL TO ORDER

Mayor Pro Tempore Moore called the Manager's Briefing to order at 4:00 p.m. and stated the following members were present:

Present: Mayor Pro Tempore Britt Moore, At-Large, Council Member Chris Williams, At-Large, Council Member Vickie McKiver, Ward 1, Council Member Tyrone Johnson (arrived at 4:23 p.m.), Ward 2, Council Member Monica Peters, Ward 3 (arrived at 4:03 p.m.), Council Member Patrick Harman, Ward 4, Council Member Tim Andrew, Ward 5, Council Member Michael Holmes, Ward 1

Absent: Mayor Cyril Jefferson

ADOPTION OF AGENDA

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

Motion carried with the following vote:

Aye: Mayor Pro Tempore Moore, Council Member Williams, Council Member McKiver, Council Member Harman, Council Member Andrew, Council Member Holmes

Nay: None

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

PRESENTATION OF ITEMS

2025-486 **Fire Department Continuous Improvement Report**
Fire Chief Consulting will provide an overview of the Continuous Improvement Report detailing operational practices within the High Point Fire Department.

Tasha Logan Ford, City Manager, spoke on the Continuous Improvement Report and referenced public comments during the June 2025 Council meeting budget discussion, expressing concerns about Fire Department operations, and more specifically the response to the April 2025 Barbee Avenue Fire. She explained that City Council had asked staff to look into that incident and some other factors that were part of the discussion regarding fire operations. She stated staff took some time to develop a scope of work and that there were three components to the report: to conduct a post-incident analysis for that fire incident in addition to the internal review already

DRAFT

performed, benchmarking as to how many staff members they currently have in the department, and a look at the training records review. She spoke about retirements, additional overhire staff additions, and the application for the SAFER Grant for additional staffing. She indicated they had asked Fire Chief Consulting to come in with that scope of work and begin working with Chief Evans to gather information for Council. She pointed out that the department was currently going through the re-accreditation process and that there was a separate group conducting that process. She introduced Greg Grayson, Chief Officer at NC Fire Chief Consulting, to provide an overview of the report.

Mr. Grayson indicated he was a retired Chief, formerly of the Greensboro Fire Department, and said that most of his staff were also retired chiefs with years of experience managing fire departments in North Carolina local governments. He pointed out the company specialized and only served North Carolina local government agencies.

He spoke on the accreditation piece and said they looked at ways to improve the service level. He pointed out that it was important to note that the City of High Point Fire Department was an accredited department and recognized as an Insurance Services Office (ISO) Class 1 Department. He said that very few departments have both of these components, but he noted that there was always room for improvement. He explained that during the scope of work, the department was awarded the SAFER grant for 24 additional firefighters. He noted that the company had focused on the three areas mentioned by the Manager, including the Barbee Avenue fire incident, performance benchmarking, and training records review.

He shared some key takeaways from the Barbee Avenue fire, and pointed out that many of the operational aspects of the incident went well and that the department did what they needed to do. He noted that the internal review also determined the operational aspects were handled correctly. He shared that the company had the opportunity to speak with staff who responded to the incident, and that, although firefighters knew their mission at this incident, some responders became overwhelmed with multiple victims and some firefighters becoming disoriented. He said, because of turnover, many of the firefighters there had limited experience with these types of events. He highlighted some opportunities for improvement, including additional firefighter staffing, reinforcement of air management training, and the need for operational enhancements such as communications and incident command.

Chief Grayson moved on to performance benchmarking and said they looked at other jurisdictions, industry standards, and University of North Carolina (UNC) School of Government benchmarking when analyzing the data from High Point. He noted the review consisted of looking at over 82,000 incidents over a six-year period, including full-complement arrival to over 600 structure fires. He pointed out, that based on the incident data, the High Point Fire Department measured a 90 percent response rate, within six minutes and 30 seconds or less until the first fire department unit arrives, for all emergency events. He noted there were no concerns with those statistics, and that

it was consistent with industry and accreditation standards. He explained that the department was successful at placing the necessary number of firefighters on the ground in ten minutes and 10 seconds or less for a moderate structure fire, but would like to see that improve to eight or nine minutes. In response to Council Member Andrew, Chief Grayson explained there was no legal requirement for the eight or nine-minute response, but that it was industry standard and best practice.

He showed a graph outlining the total response time by fiscal year with data all the way back to 1920. In response to Council Member Andrew, he said there was not a significant deviation between 2024 and 2025.

He spoke on the "Two In, Two Out," federal legal requirement and noted the exception to the requirement if there is a known rescue. He pointed out that with current staffing, two High Point fire units must be on the scene before making interior entry under most conditions. In response to Council Member Andrew, Chief Grayson said it was an OSHA requirement for the legal requirement. In response to Council Member Peters, Chief Evans indicated the department typically sends more than one company to an incident. In response to Council Member Holmes, Chief Grayson noted that the requirement only addressed the inside of the structure.

Chief Grayson showed a graphic outlining the service delivery implications of 3-person companies in High Point. In response to Mayor Pro Tempore Moore, he indicated that the department was performing very well in the overall response time with the first unit arrival.

He moved on to the Benchmarking Methodology analysis component of the study and provided a list of resources, including comparable North Carolina municipalities, High Point growth data, and the UNC School of Government benchmarking analysis of a number of cities. He commended the city for the overhire initiative and noted that the data did not reflect the 24 positions from the SAFER grant. In response to Council Member Andrew, Chief Grayson indicated that the number of people on staff reflected full-time equivalency employees.

He spoke on the key operational recommendations, including increasing daily company level staffing, continuing to update critical task analysis, continuing to work through the accreditation process, incident management support, additional staff and firefighters, consideration of traffic signal pre-emption systems, reinforcement of air management training, and further development of the city's fire training facility.

In response to Council Member Andrew, Chief Grayson said the current training facility could be modernized, and Chief Evans mentioned the Conex box concept. City Manager Ford noted that there were fire stations that were built around the same time as the training facility that needed to be invested in as well. In response to Council Member Holmes, Chief Evans said it would be about $1.5 to $2 million dollars to update to the Conex box concept training center. Chief Grayson spoke about other municipalities in the area, including Greensboro, which have new training facilities, and

pointed out that you receive the best ISO ratings when your training facility is located in the same municipality. In response to Council Member Holmes, City Manager Ford noted a station location analysis needed to be performed to determine priorities regarding updating fire stations and the training center to ensure the stations are placed in the correct location before updating.

Chief Grayson spoke on training records, the last component of the study, and said there was still room for improvement even though the city performed well in the last evaluation regarding training. He went over the ISO fire training components and offered some key recommendations for enhanced training, including adding more hours in fire suppression and fire behavior training, optimizing the training curriculum, documentation enhancements, and the strengthening of audit readiness and scoring. He spoke on multi-company training and training with neighboring municipalities. In response to Mayor Pro Tempore Moore, Chief Grayson noted that multi-company training would not throw off response times because other staff would be assigned to those areas. In response to Council Member Holmes, Chief Evans said they had two systems in place to maintain records. In response to Council Member Williams, Chief Evans said there was a minimum of 20 hours of training per month.

Chief Grayson spoke on the next steps for elected officials, including support of the SAFER grant and the 24 positions by looking at incremental staffing for the upcoming five to seven fiscal years. He shared a suggested timeline for significant enhancements for this fiscal year and the following, plus recommendations for the next 3–5 years and 5–7 years and beyond.

In response to Council Member Andrew, he indicated that the current state of fire equipment was not part of the analysis performed by Fire Chief Consulting. In response to Council Member Holmes, Chief Grayson said that having three firefighters per apparatus would not affect ISO ratings, but it was best practice. In response to City Manager Ford, Chief Evans said the first time they were accredited was ten years ago, and we were accredited with the current staffing structure. Chief Grayson pointed out that the accreditation process involves looking at future growth and improvements. In response to Council Member Williams, City Manager Ford said the SAFER grant was specifically awarded for the 24 additional positions. She explained that the award was for a three-year period, and that once that was over, the city needed to be in position to absorb the cost of the grant, which was roughly $5 million. She said staff was preparing now to ensure the city was able to absorb the positions at the end of the grant period. In response to Council Member Williams, Chief Evans said he did not currently have the cost per person for training numbers, but indicated he could provide those numbers at a later date.

In response to Council Member Harman, Chief Grayson said they did look specifically at the Barbee fire incident as well as all structure fires in the city. He indicated that the interviews with fire personnel were not anonymous and that staff could reach out to the facilitators individually if needed. In response to Council Member Andrew, he said that the January Pegram fire was included in the data gathered over the six-year time

period. In response to Council Member Johnson, Chief Evans said there were 72 firefighters per shift. City Manager Ford noted that as part of the report, the city asked the firm to look at where it would be best to place additional staff to prioritize improvements on response time. Chief Grayson pointed out that it will take some time to see improvements once additional staff has been hired. In response to Council Member Holmes, City Manager Ford said the station location analysis could help to determine placement of stations to improve response times. She spoke on the closed station and how it could have affected those numbers.

In response to Mayor Pro Tempore Moore, he said the ISO and accreditation processes occurred every five years, but they were not synced. City Manager Ford responded to Mayor Pro Tempore Moore's question regarding pre-empted signals and indicated it takes a level of coordination and can be something to look at and evaluate. She noted that it would probably not be the highest priority based on the findings of the report. Chief Grayson said those types of signals helped you maintain a certain level as your community grows by looking at major corridors with a high level of travel.

Mayor Pro Tempore Moore pointed out that the $5 million to absorb the SAFER grant positions would probably ber more than $5 million in five years and spoke on the costs of making sure we maintain a safe city. He thanked Chief Grayson for the report and said he was encouraged by the positive comments about the High Point Fire Department operations.

ADJOURNMENT

There being no further business to come before the City Council, the meeting adjourned at 5:11 p.m.

Respectfully Submitted,

_____
Britt Moore, Mayor Pro Tempore

Attest:

_____
Alison Glynn, Deputy City Clerk

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HIGH POINT CITY COUNCIL MEETING
Monday, December 1, 2025 - 5:30 PM
Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

ROLL CALL, MOMENT OF SILENCE, AND PLEDGE OF ALLEGIANCE

Mayor Pro Tem Moore called the Meeting of the High Point City Council to order at 5:30 p.m. and stated that all members were present with the exception of Mayor Jefferson. He welcomed back Councilmember Chris Williams, who was appointed by the City Council to fill the unexpired term of Representative Amanda Cook, following her appointment to the NC House of Representatives. He then called for a moment of silence, followed by the Pledge of Allegiance.

Present: Mayor Pro Tempore Britt Moore, At Large, Council Member Chris William, At Large, Council Member Vickie McKiver, Ward 1, Council Member Tyrone Johnson, Ward 2, Council Member Monica Peters, Ward 3, Council Member Patrick Harman, Ward 4, Council Member Tim Andrew, Ward 5, Council Member Michael Holmes, Ward 6

Absent: Mayor Cyril Jefferson

ADOPTION OF AGENDA

A motion was may by Council Member Andrew, seconded by Council Member Harman, to adopt the agenda as presented.

Motion passed with the following vote:

Aye: Mayor Pro Tem Moore, Council Member Williams, Council Member McKiver, Council Member McKiver, Council Member Johnson, Council Member Peters, Council Member Harman, Council Member Andrew, and Council Member Holmes

Nay: None

Absent: Mayor Jefferson

RECOGNITIONS AND PRESENTATIONS

2025-483 **Proclamation - AmeriCorps/National Civilian Community Corps Day**
Mayor Jefferson will read a Proclamation declaring December 1, 2025, as Americorps/National Civilian Community Corps Day.

Mayor Pro Tem Moore read and presented the Proclamation.

2025-485 **Proclamation - 76th Anniversary of the High Point Alumnae Chapter of the Delta Sigma Theta Sorority**
Mayor Jefferson will read a Proclamation honoring the 76th

Anniversary of the High Point Alumnae Chapter of the Delta Sigma Theta Sorority.

Mayor Pro Tem Moore read and presented the Proclamation.

PUBLIC COMMENT PERIOD

2025-482 **Public Comment Period**

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

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

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

Public Comment began at 5:43 p.m.

The following speakers were heard:

- Rebecca Dobbins, *Executive Director, Greater High Point Food Alliance*
  Address: 815 Phillips Avenue, High Point, NC 27262

- Louis Thibodeau,
  Address: 1242 Kensington Drive, High Point, NC

- Kenneth Brown
  Work Address: 816 East Green Street, High Point, NC

- Dorothy Darr, *Executive Director, Southwest Renewal Foundation*
  Mailing Address: P.O. Box 778, High Point, NC
  Physical Address: 501 West High Avenue, High Point, NC 27260

- Carlvena Foster
  Address: 818 Runyon Drive, High Point, NC

- Carrie Thompson, *Founder and Executive Director, Family Room Foster Care Resource Center*
  Address: 204 Southwest Gate Drive, Greensboro, NC

- Jesse Lopez, *Student, Southwest Guilford High School*

Public Comment Period closed at 6:03 p.m.

GENERAL BUSINESS AGENDA

G-1) 2025-479 **Public Hearing Regarding Economic Incentives for Project Ticket**
City Council is requested to conduct a public hearing and consider a request from Project Ticket to authorize performance-based incentives for a redevelopment and artist studio project at 2605 Sinclair Street in the amount of $300,000 over a three-year period and authorize the appropriate City Official(s) to execute all necessary documents.

Mayor Pro Tem Moore opened the public hearing at 6:05 p.m.

Economic Development Director Peter Bishop presented Project Ticket, an expansion proposed by an existing High Point industry owned by an Irish holding company. The project involves manufacturing RFID labels and includes an estimated $30 million investment in new machinery and equipment and approximately $900,000 in renovations to an existing 40,000-square-foot building at 2506 Sinclair Avenue. The project is expected to create 99 new jobs with an average annual wage of $62,250, exceeding the Guilford County average.

Staff recommends a local incentive of $300,000 over three years, consistent with the Council-approved Job Creation and Building Upfit Policy. Mr. Bishop noted that the company is evaluating competing sites in France and Vermont and intends to finalize a location decision by year-end. The site is served by City water and sewer and Duke Energy for electric service.

In response to Council questions, Mr. Bishop stated that the existing warehouse will not be relocated; the company will repurpose portions of its current three-building complex and expand operations into the renovated building.

Mayor Pro Tem Moore asked if anyone wished to speak regarding the item. Seeing *none, he stated that staff has requested the public hearing be continued to the December 15, 2025, City Council Meeting.*

Mayor Pro Tem Moore made a motion to continue the public hearing to the December 15, 2025, City Council Meeting, seconded by Council Member Holmes.

Motion passed with the following vote:

Aye: Mayor Pro Tem Moore, Council Member Williams, Council Member McKiver, Council Member McKiver, Council Member Johnson, Council Member Peters, Council Member Harman, Council Member Andrew, and Council Member Holmes

Nay: None

Absent: Mayor Jefferson

G-2) 2025-478 **Consideration of a Contract Renewal with Atrium Wake Forest Baptist Health**

City Council is requested to consider a contract renewal with Atrium Wake Forest Baptist Health with a total estimated cost of $497,504 for the annual renewal of onsite clinic services and authorize the appropriate City Official(s) to execute all necessary documents.

Angela Kirkwood, Human Resource Director, presented a request to renew the City's contract with Atrium Wake Forest Baptist Health for on-site clinic services for the period January 1 – December 31, 2026. She outlined the clinic's expanded services, including primary and sick visits, point-of-care testing, lab draws, chronic care management, health education, over-the-counter medications, wellness programming, mobile mammograms, health coaching, and biometric screenings.

For 2026, an additional enhancement includes hosting all firefighter physicals as a one-time fixed cost of $90,825, which is currently budgeted in the Fire Department and will be administered through Atrium as part of the contract. The estimated annual clinic cost is $406,679, billed monthly at $33,900, bringing the total 2026 estimated cost to $497,504.

Ms. Kirkwood reviewed employee utilization trends, noting current usage averages 6–8 employees per day, with a goal of reaching approximately 10. Increased marketing efforts are planned to drive awareness and participation. She stated Atrium is preparing updated return-on-investment data based on health plan information provided by Cigna and expects to share those metrics during the budget process.

Council members asked questions regarding utilization, cost comparisons, and projected savings. Ms. Kirkwood confirmed ROI data will be provided once finalized

and acknowledged interest in comparing estimated versus actual expenditures for the previous contract year.

Council Member Peters stated that Council members may also use the on-site clinic and shared that her experiences have been very positive, noting the convenience of same-day or next-day appointments. She added that the clinic is especially helpful for employees with tight schedules and expressed appreciation for the benefit.

Mayor Pro Tem Moore made a motion, seconded by Council Member Andrew, to approve agenda item 2025-478.

Motion passed with the following vote:

***Aye**: Mayor Pro Tem Moore, Council Member Williams, Council Member McKiver, Council Member McKiver, Council Member Johnson, Council Member Peters, Council Member Harman, Council Member Andrew, and Council Member Holmes*
***Nay**: None*
***Absent**: Mayor Jefferson*

G-3) 2025-480 **Consideration of a Appointment to the Housing Authority of the City of High Point**
City Council is requested to confirm the appointment of Leah McNair to the Housing Authority of the City of High Point to fill an unexpired term. Term will be effective January 1, 2025, and will expire on December 22, 2027.

A motion was made by Mayor Pro Tem Moore, seconded by Council Member Johnson, to approve agenda item 2025-480.

Motion passed with the following vote:

Aye: Mayor Pro Tem Moore, Council Member Williams, Council Member McKiver, Council Member McKiver, Council Member Johnson, Council Member Peters, Council Member Harman, Council Member Andrew, and Council Member Holmes
Nay: None
Absent: Mayor Jefferson

G-4) 2025-481 **Consideration of a Appointment to the Housing Authority of the City of High Point**
City Council is requested to confirm the appointment of Tiffany Southerland to the Housing Authority of the City of High Point to fill an unexpired term. Term will be effective January 1, 2025, and will expire on December 22, 2026.

Council Member Peters noted that the dates on both the appointment agenda items should read January 2026 and not January 2025.

A motion was made by Mayor Pro Tem Moore, seconded by Council Member

Johnson, to approve agenda item 2025-481.

Motion passed with the following vote:

Aye: Mayor Pro Tem Moore, Council Member Williams, Council Member McKiver, Council Member McKiver, Council Member Johnson, Council Member Peters, Council Member Harman, Council Member Andrew, and Council Member Holmes
Nay: None
Absent: Mayor Jefferson

Council Member Williams thanked Ms. Sutherland for stepping into the role and shared that the organization is excellent, noting it provides holistic support beyond housing—including services for youth and the broader community. He praised the staff and CEO as outstanding and offered to answer any questions since she is covering for him. He emphasized that the work is important and meaningful, and added a light comment that the meetings even include meals.

ADJOURNMENT

There being no further business to come before the Regular Meeting of the City Council, the meeting adjourned at 6:20 p.m.

Respectfully Submitted,

_____
Britt Moore, Mayor Pro Tem

Attest:

_____
Sandra Keeney, City Clerk

DRAFT

HIGH POINT COMMUNITY DEVELOPMENT COMMITTEE MEETING
Tuesday, December 2, 2025 - 4:00 PM
Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

Community Development Committee - Council Member Tyrone Johnson, Chair

CALL TO ORDER

Chair Johnson called the Community Development Committee to order at 4:00 p.m. and stated the following members were present:

Present: Chair Tyrone Johnson, Council Member Tim Andrew, Council Member Vickie McKiver

Absent: Council Member Chris Williams

PRESENTATION OF ITEMS

2025-487 **Consideration of an Amendment to the City of High Point Conflict of Interest Policy**
City Council is requested to consider an amendment to the City of High Point Conflict of Interest Policy to allow City employees, and other persons covered by conflict of interest provisions, to participate in Community Development & Housing Department programs and authorize the appropriate City Official(s) to execute all necessary documents.

Thanena Wilson, Community Development & Housing Director, presented the item and said it authorizes exceptions for city employees to participate in Community Development and Housing programs. She emphasized that employees did not receive any special treatment and had to meet the same criteria as other applicants.

Chair Johnson said he was excited about the update and said he has had many employees ask him about participating in the programs. He pointed out that city employees would not receive any extra benefits or information due to their employment with the city.

A motion was made by Chair Johnson, seconded by Council Member McKiver, to Approve Agenda Item # 2025-487.

The motion carried with the following vote:

Aye: Chair Johnson, Council Member Andrew, Council Member McKiver

Nay: None

DRAFT

Absent: Chris Williams

ADJOURNMENT

Chair Johnson said, although Council Member Williams could not make it to the meeting, he wanted to welcome him to the Community Development Committee.

There being no further business to come before the Community Development Committee, the meeting adjourned at 4:04 p.m.

Respectfully Submitted,

_____
Tyrone Johnson, Chairman

Attest:

_____
Alison Glynn, Deputy City Clerk

DRAFT

HIGH POINT PROSPERITY, LIVABILITY, & SAFETY COMMITTEE MEETING
Thursday, December 4, 2025 - 9:00 AM
Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

Prosperity and Livability Committee - Council Member Monica Peters, Chair

CALL TO ORDER

Chair Peters called the meeting to order at 9:00 a.m. and stated that Council Members McKiver and Johnson were absent but Mayor Pro Tem Moore was present to provide the quorum.

***Present**: Chair Monica Peters, Council Member Dr. Patrick Harman, and Mayor Pro Tem Moore*
***Absent**: Council Member Vickie McKiver and Council Member Tyrone Johnson*

PRESENTATION OF ITEMS

2025-491 **Consideration of Text Amendment 25-04**
City Council is requested to authorize Planning and Development staff to present Development Ordinance Text Amendment 25-04 at the January 2026 regular meeting of the Planning and Zoning Commission.

Interim Planning and Development Director Michael Harvey presented the proposed amendment, which would transfer the responsibility for reviewing and acting on Special Use Permit applications from the City Council to the Board of Adjustment. He explained that Special Use Permits involve land uses the City has already determined to be reasonable within specific districts and that the applicant's obligation is to present competent, material evidence demonstrating compliance with applicable standards. He noted that the current evidentiary hearing process places significant restrictions on Council members, such as prohibitions on ex parte communication, which prevents them from speaking with constituents about pending cases. Mr. Harvey stated that the Board of Adjustment is already experienced in conducting evidentiary hearings, and shifting the responsibility would streamline the process, reduce confusion, and relieve elected officials of limitations that hinder constituent engagement. He stated that required public notice and outreach procedures would remain unchanged and that any appeal from a Board of Adjustment decision would go directly to Superior Court. Mr. Harvey also confirmed that prior to a procedural change in 2017, Special Use Permits were handled by the Board of Adjustment, and the proposed amendment would return the process to that earlier structure.

Committee members discussed the infrequency of Special Use Permit cases, the heightened scrutiny they receive when they do occur, and the importance of Council appointing qualified members to the Board of Adjustment given the significance of

DRAFT

these decisions. It was also noted that future City Councils may return the process to the City Council if they choose.

A motion was made by Chair Peters, seconded by Mayor Pro Tem Moore to authorize Planning and Development staff to present the Development Ordinance Text Amendment 25-04 at the January 2026 regular meeting of the Planning and Zoning Commission.

Aye: Council Member Peters, Council Member Dr. Harman, and Mayor Pro Tem Moore
Nay: None
Absent: Council Members McKiver and Johnson

ADJOURNMENT

There being no further items on the agenda, Chair Peters asked if there was any additional business. Council Member Dr. Harman noted the Christmas Tree Lighting event on Washington Street scheduled for that afternoon from 4:30 to 5:30 p.m. Additional upcoming community events were mentioned, including the "Puttin' on the Grits" breakfast and Holiday Stroll on Saturday morning beginning at 8:00 a.m., as well as the Sam Hawley Race to raise funds for brain cancer research would take place on Saturday morning.

With no further business to discuss, the meeting was adjourned at 9:12 a.m.

Respectfully Submitted,

_____
Monica Peters, Chair

Attest:

_____
Sandra Keeney, City Clerk

DRAFT

CITY OF HIGH POINT
AGENDA ITEM

TITLE: **Public Hearing Regarding Economic Incentives for Project Ticket**

FROM:
Peter Bishop
Economic Development Director

MEETING DATE:
December 15, 2025

PUBLIC HEARING:
Yes

ADVERTISED DATE/BY:
November 21, 2025

ATTACHMENTS:
1. Public Hearing Notice
2. Presentation

PURPOSE: Staff will present a request from Project Ticket for a performance-based incentives package to assist the redevelopment and artist studio project at 2605 Sinclair Street in the amount of $300,000 over a three-year period.

BACKGROUND: Project Ticket represents the significant expansion and retooling of an existing High Point manufacturer.

- The company would create a total of 99 new full-time positions within 4 years
- The company anticipates new real and personal property investment of $31,000,000
- The company will perform interior renovations and purchase new machinery and equipment

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

RECOMMENDED ACTION REQUESTED: City Council is requested to conduct a public hearing and consider a request from Project Ticket to authorize performance-based incentives for a redevelopment and artist studio project at 2605 Sinclair Street in the amount of $300,000 over a three-year period and authorize the appropriate City Official(s) to execute all necessary documents. (This public hearing was continued from the December 1, 2025, City Council Meeting).

PUBLISH ONE TIME
THE HIGH POINT ENTERPRISE

Saturday, November 22nd, 2025

Pursuant to N.C. General Statute 158-7.1, notice is hereby given that a public hearing will be held by the High Point City Council on Monday, December 1, 2025, at 5:30 p.m. in the Council Chambers, High Point Municipal Building, 211 S. Hamilton Street, High Point, NC, for the purpose of receiving public input on a funding request for local incentives by Project Ticket. Project Ticket proposes to expand and invest $30,000,000 in renovations and personal property in the High Point City Limits. The project would create 99 new jobs. The High Point City Council will consider local incentives of up to $300,000 for the project. The High Point source of funding would be the Economic Development Incentive Fund, which is funded by general and electric revenues. The City would be authorized to provide this financial assistance upon the company's investment in real and personal property– pursuant to an incentive performance agreement containing benchmarks and a schedule for the payment of such financial assistance. For further information, please call 336-883-3116.

CITY OF high point.

PUBLIC HEARING:

PROJECT TICKET

Peter Bishop

Economic Development Director City of High Point

PROJECT TICKET - SUMMARY

Company	Project Ticket represents a new investment and operation by an Irish Holding Company with existing interests in High Point. This project will support the manufacture of RFID labels used in the Track and Trace of inventory and or small packages.
Project	This project involves significant capital investment and job creation in South High Point. Project Ticket will invest $30,000,000 in new machinery and equipment, and nearly $900,000 in building upfits at 2506 Sinclair Avenue. This operation will support 99 new jobs, paying an average wage of $62,250, exceeding the County Average.
Proposed Local Incentives	• High Point ED staff recommends an incentive of $300,000. • The local incentive is based on the City's Job Creation and Building Upfit Policies.

CITY OF high point.

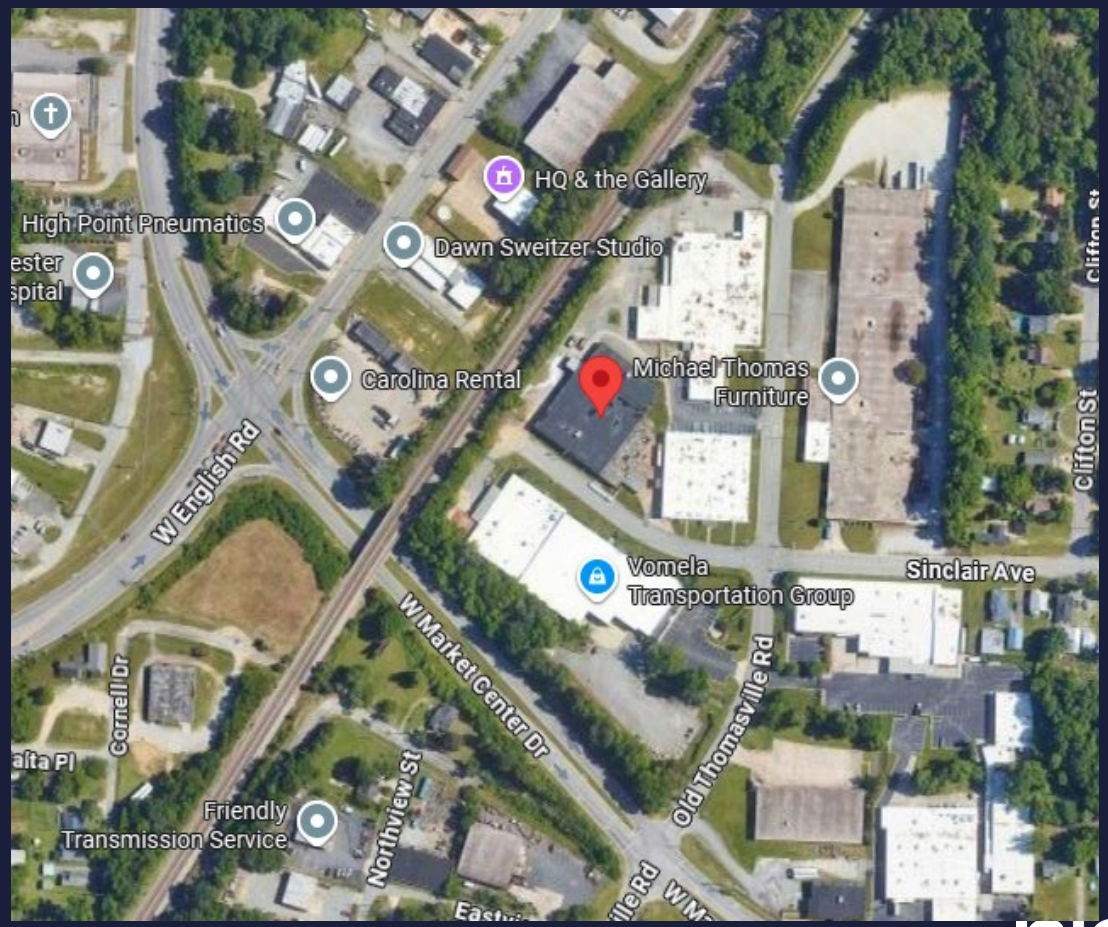
PROJECT TICKET – UTILITIES

Utilities	This site is served by the City of High Point Water & Sewer and Duke Energy Electric service.
Timeline	Project Ticket is seeking an incentive decision from the City of High Point as soon as possible, with the intention of making a location decision by the end of the year. Project Ticket is also considering locations in Vermont and France.

CITY OF high point

LOCATION OF PROJECT TICKET

- Project Ticket would improve and upfit 38,000 SF of space at 2506 Sinclair Avenue.



THANK YOU

QUESTIONS?

CITY OF
high point.

CITY OF HIGH POINT
AGENDA ITEM

TITLE: **Consideration of a Resolution of Intent, Street Abandonment Case 25-02**

FROM:
Michael D. Harvey
Interim Planning & Development Director

MEETING DATE:
December 15, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Resolution of Intent SA-25-02
2. Maps

PURPOSE: A request by WI High Point Landfill, LLC to abandon (permanently close) a 2,570+ foot long (approximately 0.48-mile) unnamed right-of-way. The proposed abandonment is for an unimproved/unnamed 64-foot-wide right-of-way lying east of Cashatt Road (SR1155) and west of Guilford County Tax Parcel 158475 (5868 Riverdale Drive). This unimproved right-of-way bisects Guilford County Tax Parcel 213048 (5822 Riverdale Drive) and is depicted on a map entitled "Exclusion Map for MRR of High Point, LLC (New Lot A)" as recorded in Plat Book 150, Page 96, in the Guilford County Register of Deeds Office.

BACKGROUND: The right-of-way that is proposed to be abandoned lies at the southern portion of a parcel used by WI High Point Landfill (5822 Riverdale Drive) as a construction and demolition debris landfill. The property owner is proposing to excavate soil in the southern portion of this parcel, which will be used to cap this landfill when it reaches maximum capacity.

As there are no plans for improving this right-of-way or extending it to intersect with Riverdale Road, the applicant is requesting its abandonment to assist with their soil execution plans. A Resolution of Intent (ROI) for Street Abandonment 25-02 is enclosed. The City Council must first adopt this ROI, which notes their intent to hold a public hearing to consider the closing of this right-of-way and set a public hearing date.

BUDGET IMPACT: N/A

RECOMMENDED ACTION REQUESTED:

A. Adoption of this resolution declares the City's intent to hold a public hearing; it does not obligate the City Council to approve this request.
B. Adoption of this ROI gives staff permission to commence with a legal advertisement (published once a week for four successive weeks), send certified mail notification to abutting property owners, and posting of public hearing signs.

Staff recommends City Council adopt this Resolution of Intent for Street Abandonment 25-02, which set a public hearing date of Monday, February 16, 2026.

Publish four (4) consecutive weeks: ***January 8, 15, 22, & 29, 2026***

RESOLUTION OF INTENT TO CONSIDER
STREET ABANDONMENT

(An unnamed and unimproved right of way lying east of Cashatt Road and west of

WHEREAS, the City Council has been petitioned by Waste Industries (WI) High Point Landfill, LLC to abandon (close) a 2,570± foot long (approximately 0.48-mile) right-of-way. The proposed abandonment is for an unimproved/unnamed 64-foot-wide right-of-way lying east of Cashatt Road (SR1155) and west of Guilford County Tax Parcel 158475 (5868 Riverdale Drive). This unimproved right-of-way bisects Guilford County Tax Parcel 213048 (5822 Riverdale Drive) and is depicted on a map entitled "Exclusion Map for MRR of High Point, LLC (New Lot A)" as recorded in Plat Book 150 Page 96 in the Guilford County Register of Deeds Office.

WHEREAS, G.S. 160A-299 requires the Council to first adopt a resolution declaring its intent to abandon the above right-of-way and calling a public hearing on the question;

NOW, THEREFORE BE IT RESOLVED, THAT THE COUNCIL declares its intent to consider the abandonment of the right-of-way above described and sets Monday, February 16, 2026 2025, at 5:30 p.m. as the date for said public hearing before the Council in the Council Chamber of the Municipal Building in High Point.

Any interested party will be permitted to be heard at the public hearing. The meeting facilities of the City of High Point are accessible to people with disabilities. If you need special accommodations, please call (336) 883-3328 or 711 for the Telecommunications Relay Service.

Further information pertaining to this request is available at the Planning and Development Department in Room 316 of the Municipal Office Building, 211 South Hamilton Street, High Point, North Carolina, (336) 883-3328.

Petition Submitted by: Public Services Department, City of High Point

By Order of the City Council
This the 15th day of December, 2025.

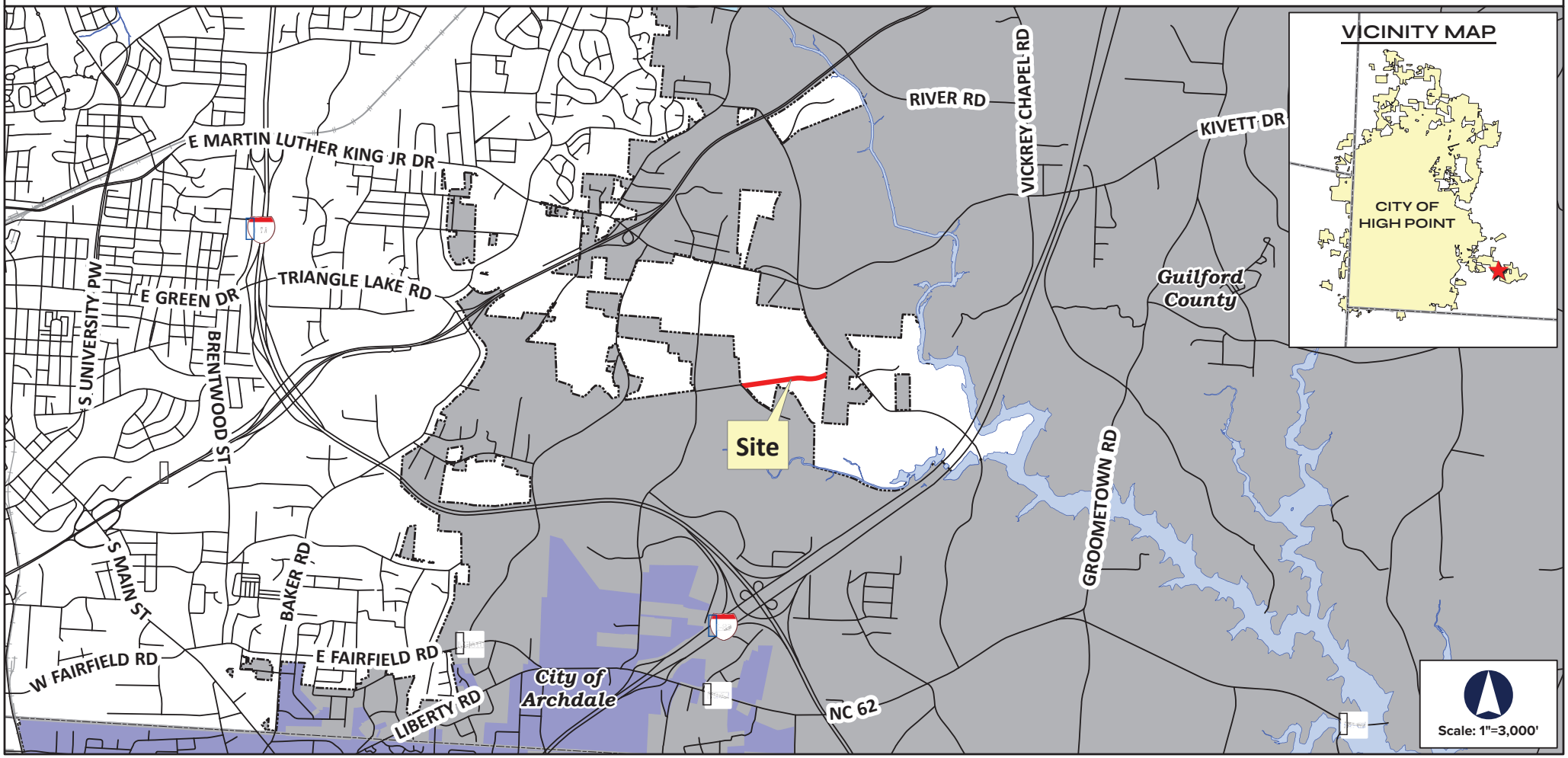
_____
Cyril Jefferson, Mayor

ATTEST:

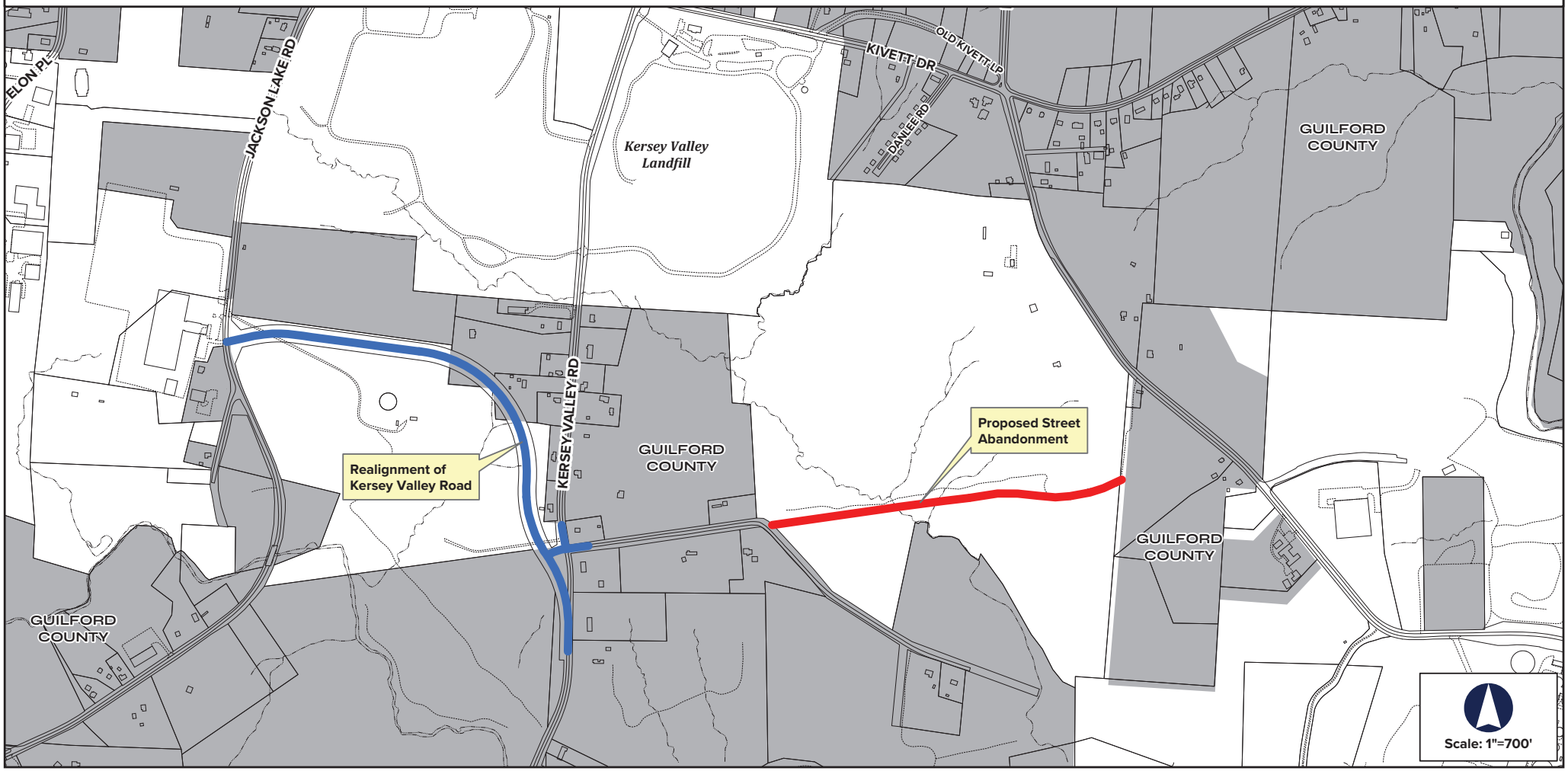
_____
Sandra R. Keeney, City Clerk

LOCATION MAP

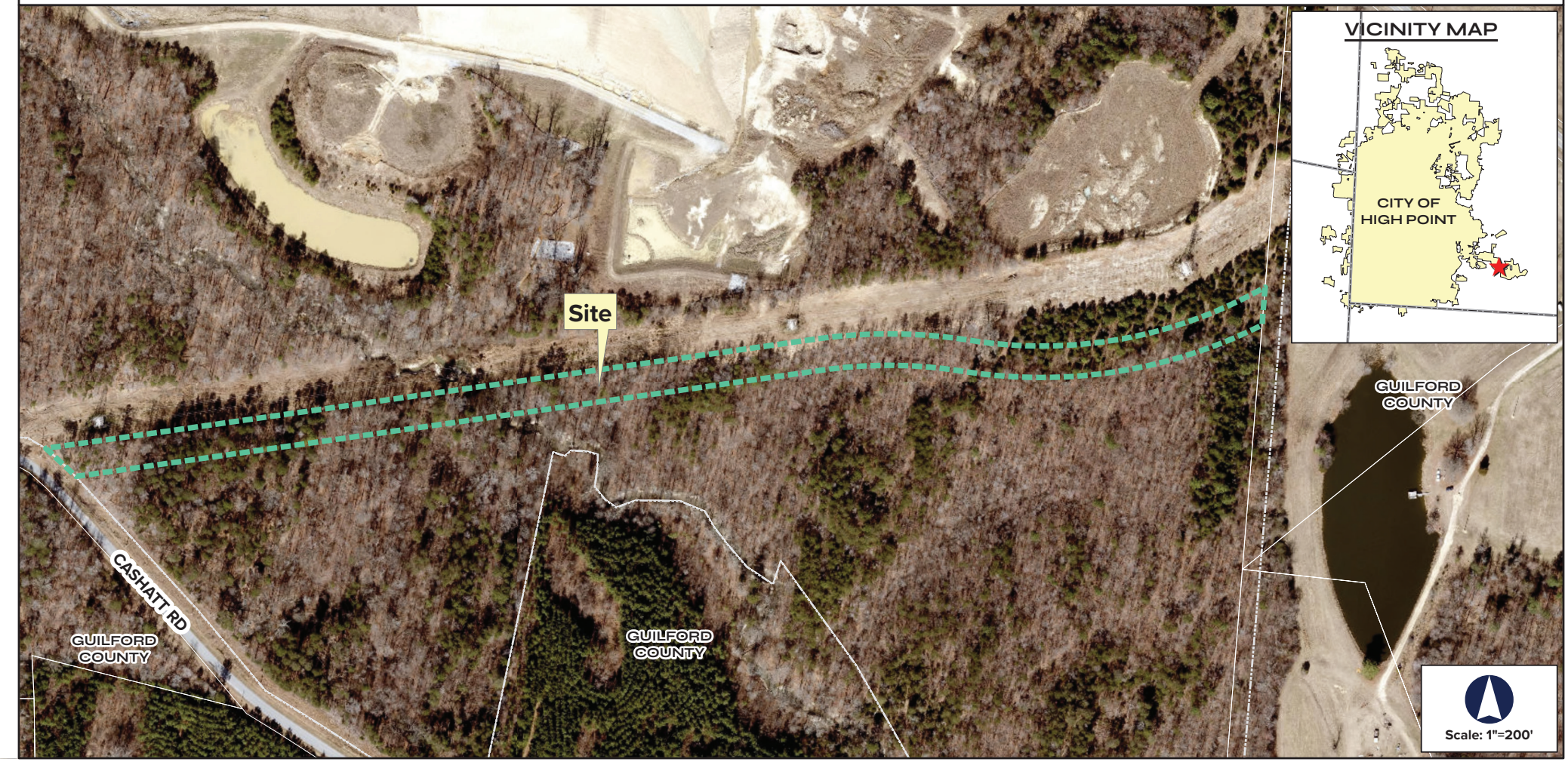
STREET ABANDONMENT: SA-25-xx
Applicant: City of High Point



STREET ABANDONMENT: SA-25-XX
EXHIBIT MAP



STREET ABANDONMENT:
AERIAL PHOTOGRAPHY (FEB. 2024)



CITY OF HIGH POINT
AGENDA ITEM

TITLE: **Public Hearing Regarding Street Abandonment Case 25-01**

FROM:
Michael D. Harvey
Interim Planning & Development Director

MEETING DATE:
December 15, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Staff Report SA-25-01
2. Resolution SA-25-01
3. Map
4. Presentation

PURPOSE: A request by the Public Service Department to abandon (permanent closure) a 2,185+ foot-long portion (approximately 0.42-mile) of the Kersey Valley Road right-of-way (a 60-foot-wide right-of-way). The proposed abandonment is for that portion of Kersey Valley Road abutting the City's Municipal Landfill, lying south of the Kivett Drive and running southward to the northern property line of parcels addressed as 1300 & 1303 Kersey Valley Road (northern property line of Guilford County Tax Parcels 161499 & 161531).

BACKGROUND: The Planning and Zoning Commission reviewed this request at their October 28, 2025, public hearing. All members of the Commission were present, except for Mr. Mark Morgan and Mr. Terry Venable. Mr. Herbert Shannon, Senior Planner, presented the case and recommended approval of the request as outlined in the staff report.

Speaking on the request:
The following information was provided by Mr. Robby Stone, Public Services Director, in response to questions by the Commission:

- The southern portion of Kersey Vally Road that will remain open has already been improved to allow for a vehicle turnaround. An L-shaped turnaround has been installed using part of the driveway at 1300 Kersey Valley Road.
- A dead-end sign will be installed if one is not there already.
- Remnants of the former north-south travel corridor of Kersey Valley Road remain to the north and south of this area of Street Abandonment. These areas are lying outside the City limits and Guilford County is already working on potential new road names.

BUDGET IMPACT: N/A

RECOMMENDED ACTION REQUESTED:

A. Staff recommended approval of this request, as outlined in the attached staff report.
B. On October 28, 2025, a public hearing was held before the Planning and Zoning Commission regarding Street Abandonment 25-01. The Planning & Zoning Commission recommended approval of this request, by a vote of 7-0, as outlined in the staff report and recommended by staff.

CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT

STAFF REPORT
STREET ABANDONMENT CASE 25-01
October 28, 2025

Request	
Applicant: City of High Point *(Public Services Department)*	**Proposal:** To abandon (permanently close) a 2,185± foot segment of the Kersey Valley Road right-of-way.

Adjacent Streets		
Name:	**Classification:**	**Right-of-Way and Pavement Width:**
Kersey Valley Road	Minor Thoroughfare	60-foot-wide right-of-way; 26± foot wide ribbon paved street *(2-lane road)*
Kivett Drive	Major Thoroughfare	60-foot-wide right-of-way; 26± foot wide ribbon paved street *(2-lane road)*
Jackson Lake Road	Minor Thoroughfare	60-foot-wide right-of-way; 26± foot wide ribbon paved street *(2-lane road)*

Adjacent Property Zoning and Current Land Use			
North	RS-40 MH	Residential Single-Family-40 (Manufactured Housing is permitted) *Guilford County Zoning designation*	Kersey Valley Road *(segment north of Kivett Drive)*
East	HI	Heavy Industrial District	High Point Municipal Landfill
South	RS-40 CU-LI	Residential Single-Family-40 *Guilford County Zoning designation* Conditional Use Light Industrial	Single family detached dwelling Industrial uses
West	HI	Heavy Industrial District	Heavy Industrial District

Analysis

The City of High Point Public Services Department is requesting to abandon the northern portion of the Kersey Valley Road right-of-way (ROW). This is an improved public ROW that runs in a north to south direction along the southeastern limits of the city. The portion of this ROW proposed to be abandoned consists of an approximate 2,185± foot length/segment (approximately 0.4-mile) lying south of the Kivett Drive ROW.

This 0.42-mile segment of Kersey Valley Road bisects the City of High Point's landfill (Kersey Valley Landfill). The landfill currently has two active waste storage areas, one lying east of Kersey Valley Road and the other lying to the west side of this ROW. The Public Services Department is proposing street abandonment to extend the life span of the landfill. With the road abandoned, the two separate waste storage cells of the landfill can be combined to create an

additional 19.2± acres of waste storage. This will add approximately 20 years to the lifespan of the Kersey Valley Landfill (See Exhibits Map).

The closure of this segment of Kersey Valley Road will eliminate the ability for the motoring public to travel in a north-south direction. Thus, the Public Services Department developed a plan to reroute the remaining open portion of Kersey Valley Road, lying south of the landfill, to the northwest and have it intersect with Jackson Lake Road, which also runs in a north-south direction. This road rerouting plan will maintain the public's ability to travel in a north-south direction in this portion of the city. Street abandonments cannot be conditioned, except to retain utility easements. Thus, prior to commencing with submittal of a street abandonment application, this new road construction needed to be completed. The rerouting of Kersey Valley Road has been completed and opened to the public in early 2025. Thus, a street abandonment application is ready to be considered.

Primary consideration when evaluating a street abandonment is 1) will a property owner that abuts this ROW have their public street access impacted, and 2) will abandonment make any abutting property non-conforming as to required frontage (lot width) along an improved public ROW. Three property owners abut this segment of Kersey Valley Road, the City of High Point and two private property owners at the southern limits of this proposed ROW abandonment. Land owned by the City of High Point will not be impacted as primary access to City owned property for the landfill is from Kivett Drive to the north, an improved public ROW.

The two private properties touch the southern terminus of this abandonment at their northern parcel corners. The northeastern corner of a parcel at 1300 Kersey Valley Road and the northwestern corner of the parcel at 1303 Kersey Valley Road. Regarding these two privately owned parcels:

1) the proposed street abandonment stops at their northern property line/corners; thus, the amount of frontage of their parcel to the remaining public improved segment of Kersey Valley Road is not being impacted or changed; and
2) their vehicular access drives or ability to install additional access points into their parcels is not being impacted by this application.

The proposed abandonment of the City's interest in this road will not deprive any owner of access to their property. Mailed notice for the public hearing was sent to the two abutting private property owners (via certified mail), notice was placed in the High Point Enterprise newspaper, and the posting of public hearing signs were performed per requirements.

Findings & Recommendations

This abandonment of the right-of-way, as provided by state statutes, is found not to be contrary to the public's interest and is found not to deprive owners in the vicinity of the right-of-way reasonable means of ingress and egress to their property.

Staff recommends approval of this street abandonment request.

Report Preparation

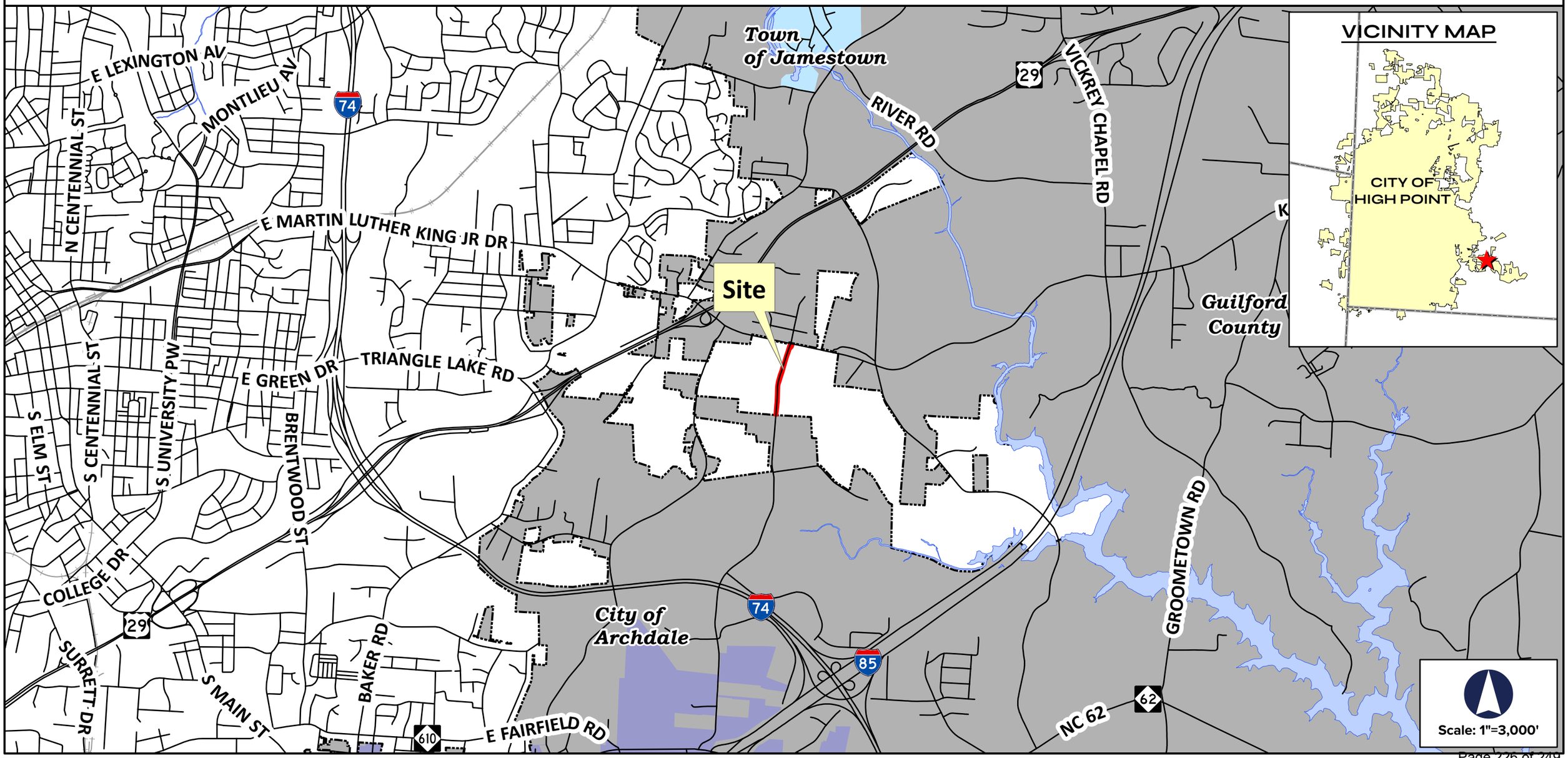
This report was prepared by Planning and Development Department staff member Herbert Shannon Jr. AICP, Senior Planner.

Looking northward from southern terminus of proposed Kersey Valley Road street abandonment (Oct. 2025)

Looking southward from the northern terminus of Kersey Valley Road street abandonment *(intersection of Kivett Drive and Kersey Valley Road)*
(Oct. 2025)

LOCATION MAP

STREET ABANDONMENT: SA-25-01
Applicant: City of High Point



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STREET ABANDONMENT: SA-25-01

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STREET ABANDONMENT:
AERIAL PHOTOGRAPHY (FEB. 2024)

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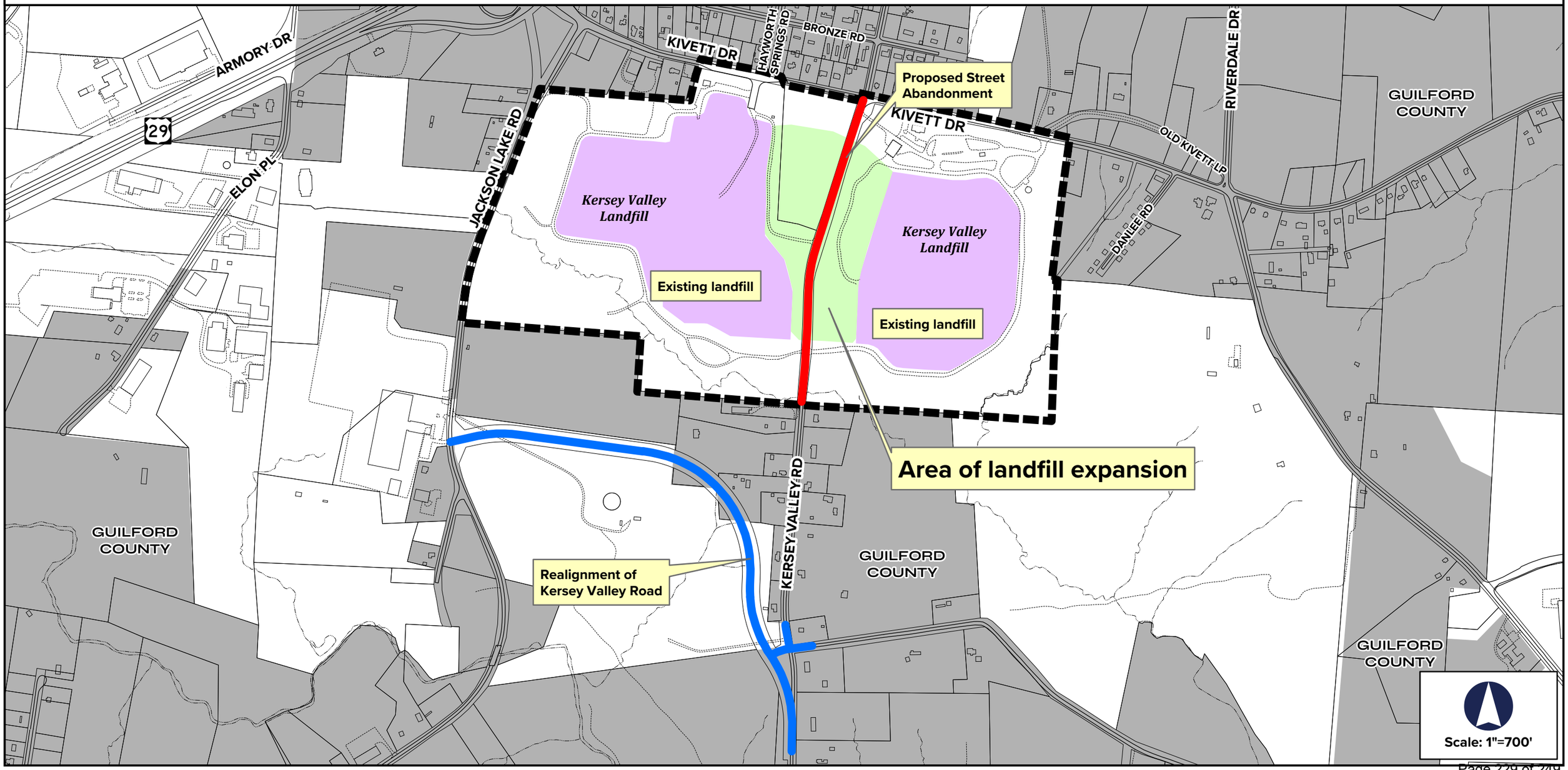
STREET ABANDONMENT: SA-25-01
EXHIBIT MAP



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RESOLUTION APPROVING CHANGES IN STATE HIGHWAY SYSTEM STREETS WITHIN THE CORPORATE CITY LIMITS OF THE CITY OF HIGH POINT

WHEREAS, in reviewing the status of State Highway System Streets with officials of the North Carolina Department of Transportation, it has been determined that certain deletions should be made on the State Highway System Streets within the corporate limits of the City of High Point due to various changes in functionality and street connectivity; and

WHEREAS, the City plans for public improvements to these facilities, and removal of these streets from the State Highway System would help facilitate the engineering design, plan review, and utility relocation processes associated with the adjoining public improvement projects.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of High Point approve the deletions in the State Highway System as identified below which shall become effective December 1, 2023, upon concurrence by the North Carolina Board of Transportation.

Name	SR	FROM	TO	Length (miles)
Kersey Vally Road	1154	Kivett Drive	0.42 miles south Kivett Drive	0.42

Adopted this the 6th day of November 2023 at High Point, North Carolina.

City of High Point SEAL North Carolina

Jay W. Wagner, Mayor

Sandra Keeney, City Clerk

FORM FOR CERTIFICATION BY THE RECORDING OFFICER

The undersigned duly qualified and acting City Clerk of the City of High Point, NC does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the City of High Point, NC duly held on the 6th day of November, 2023; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 7 day of November, 2023.

Sandra Keeney, City Clerk

City of High Point North Carolina

Return to: Meghan Maguire, City Attorney
City of High Point
P.O. Box 230
High Point, NC 27261
Resolution No. xxxx / 25-xx

RESOLUTION

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HIGH POINT, NORTH CAROLINA CLOSING (ABANDONMENT) OF THAT SEGMENT OF KERSEY VALLY ROAD RIGHT-OF-WAY LYING SOUHT OF THE KIVET DRIVE RIGHT-OF-WAY, SOUTHWARD TO THE NORTHERN PORPERTY LINE OF 1301 & 1303 KERVEY VALLY ROAD. BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT, IN A REGULAR MEETING ASSEMBLED ON THE 15th DAY OF DECEMBER, 2025, AT 5:30 P.M. IN THE COUNCIL CHAMBERS OF THE MUNICIPAL BUILDING, HIGH POINT, NORTH CAROLINA:

Street Abandonment (Closure) Case 25-01
Petitioner: City of High Point Public Service Department
Abutting Property Owner(s):

1) City of High Point (owner of abutting Kersey Valley Landfill - Guilford County Tax Parcels 161053 and 202911
2) FNF Landscaping Tree Service, LLC (owner of 1300 Kersey Valley Road [tax parcel 161499], the northeast corner of this parcel touches the southern terminus of this street abandonment).
3) Darrell Davis (owner of 1303 Kersey Valley Road [tax parcel 161531], the northwest corner of this parcel touches the southern terminus of this street abandonment).

To abandon that segment of the Kersey Vally Road right-of-way (ROW) lying south of the Kivett Drive ROW, for a distance of approximate 2,185± feet (approximately 0.42-mile) to the northeastern corner of a parcel at 1300 Kersey Valley Road and the northwestern corner of the parcel at 1303 Kersey Valley Road.

WHEREAS, Legal Description (general): The City of High Point public Service Department has petitioned the City Council of the City of High Point to permanently abandon (close) that segment of the Kersey Valley Road ROW, lying south of Kivett Drive for a distance of approximately 2,185± feet. This is an improved right-of way (approximately 60 feet in width) that runs in a general north-south direction and depicted on a map as that segment of the Kersey Valley Road lying west of "New Lot 1" on Plat Map 179 Page 110 as recorded in the Guilford County Register of Deeds Office (i.e. Guilford County Tax Parcel 202911. The abandonment is more specifically described as follows:

Legal Description (metes & bounds)

Being a portion of Kersey Valley Road (NC Secondary Route 1154), lying in the City of High Point, North Carolina, and being more particularly described as follows:

Commencing from a magnetic nail on the east side of Kersey Valley Road, said nail having NC Grid coordinates NAD 83/2011of Northing: 802,253.57 Easting: 1,724,455.30, thence N 01° 14' 00" E a distance of 2,489.51 feet to an iron pipe found on the eastern right of way of said Kersey Valley Road, the Point of Beginning, thence crossing said road, N 85° 12' 27" W for a distance of 60.00 feet to a computed point, thence with the western right of way of said road the following eleven courses and distances: 1) N 04° 46' 22" E a distance of 359.72 feet to a computed point, 2) N 03° 21' 13" E for a distance of 98.29 feet to a computed point, 3) N 02° 45' 27" E for a distance of 99.68 feet to a computed point, 4) N 01° 49' 45" E for a distance of 239.58 feet to a computed point, 5) N 04° 29' 48" E for a distance of 102.37 feet to a computed point, 6) N 09° 47' 40" E for a distance of 101.71 feet to a computed point, 7) N 14° 56' 01" E for a distance of 102.98 feet to a computed point, 8) N 17° 21' 25" E for a distance of 118.82 feet to a computed point, 9) N 17° 45' 40" E for a distance of 763.00 feet to a computed point, 10) N 18° 10' 56" E for a distance of 48.97 feet to a computed point, 11) N 19° 40' 58" E for a distance of 134.57 feet to a computed point on the southern right of way of Kivett Drive (NC Secondary Route 1113), thence along the right of way of said Drive the following two courses and distances: 1) S 78° 07' 49" E for a distance of 70.80 feet to a computed point, 2) S 11° 52' 11" W for a distance of 20.15 feet to a computed point on the eastern right of way of Kersey Valley Road, thence with the eastern right of way of said Road the following twelve courses and distances: 1) S 40° 18' 08" W for a distance of 36.57 feet to a computed point, 2) S 19° 40' 58" W for a distance of 89.22 feet to an iron pipe found, 3) S 18° 10' 56" W for a distance of 46.79 feet to an iron pipe found, 4) S 17° 45' 42" W for a distance of 763.73 feet to a computed point, 5) S 17° 21' 25" W for a distance of 117.34 feet to a computed point, 6) S 14° 56' 01" W for a distance of 99.02 feet to a computed point, 7) S 09° 47' 40" W for a distance of 96.24 feet to a computed point, 8) S 04° 29' 48" W for a distance of 98.20 feet to a

computed point, 9) S 01° 49' 45" W for a distance of 238.67 feet to a computed point,10) S 02° 45' 27" W for a distance of 100.48 feet to a computed point, 11) S 03° 21' 13" W for a distance of 99.35 feet to a computed point, 12) S 04° 46' 22" W for a distance of 360.48 feet to an iron pipe found, the Point of Beginning, containing 2.99 acres, more or less.

WHEREAS, the petition has been duly filed with this Council in a Regular meeting assembled on the 20th day of October, 2025, at 5:30 p.m. setting the 15th day of December, 2025 at 5:30 p.m., in the Council Chambers of the Municipal Building, as the time and place for a public hearing before said Council on said petition, and public notice of said time and place was ordered given, all pursuant to North Carolina G.S. 160A-299; and

WHEREAS, due and proper notice of said hearing to be heard on the petition at this meeting of City Council was made by publication in the High Point Enterprise for four (4) consecutive weeks, beginning November 11, 18, 25, 2025 and December 2, 2025; and,

WHEREAS, the above-entitled matter, pursuant to said resolution and notice was called for hearing before said Council at which time there was no objection or opposition offered on the part of any firm or corporation to abandon (closure) of the above-described unimproved right-of-way; and

WHEREAS, it appearing to the satisfaction of this Council and the Council finds as a fact that the said right-of-way as herein described is not necessary for ingress and egress to any land adjoining said street; that the closing of said street is not contrary to the public interest and that no other individual, firm or corporation owning property in the vicinity of said street, or in the subdivision in which said street is located, will be deprived of reasonable means of ingress or egress to their property.

NOW THEREFORE BE IT RESOLVED:

1. That all of that portion of the Kersey Valley Road right-of-way, as described above in the legal description *(general description and metes & bounds description),* is to be closed (abandoned) pursuant to North Carolina G.S. 160A-299, and
2. That a copy of this resolution be filed in the Office of the Register of Deeds for Guilford County, North Carolina.

By order of the City Council,
this the 15th day of December, 2025

By: _____

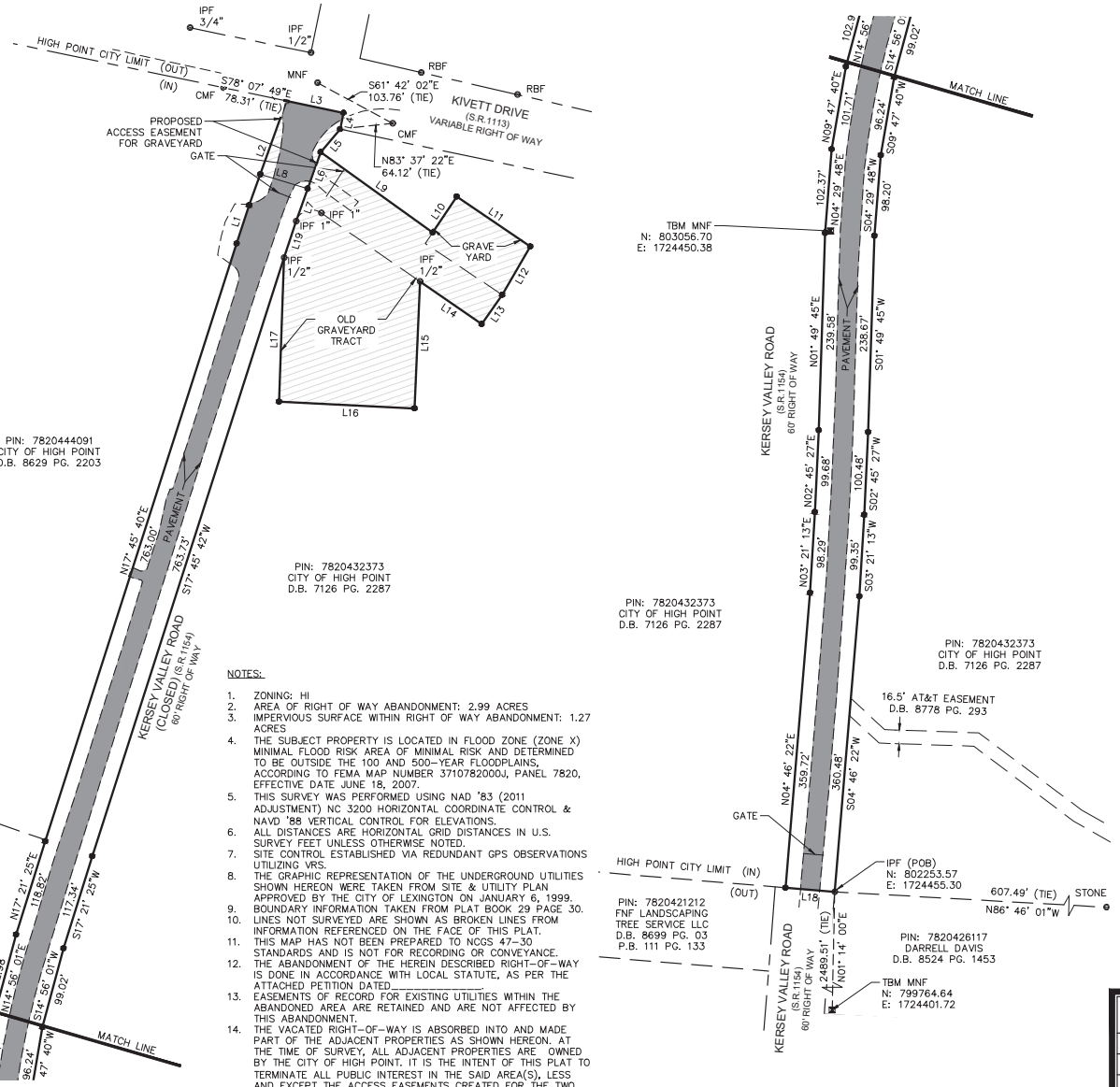
Cyril Jefferson, Mayor

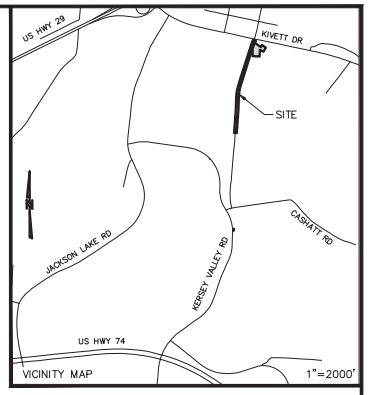
ATTEST:

_____

Sandra R. Keeney, City Clerk

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N18°10'56"E	48.97'
L2	N19°40'58"E	134.57'
L3	S78°07'49"E	70.80'
L4	S11°52'11"W	20.15'
L5	S40°18'08"W	36.57'
L6	S19°40'58"W	47.12'
L7	S19°40'58"W	42.10'
L8	N73°09'36"W	60.01'
L9	S54°20'44"E	167.70'
L10	N33°42'13"E	52.55'
L11	S55°49'18"E	108.05'
L12	S30°07'17"W	67.93'
L13	S35°10'59"W	43.43'
L14	N55°30'39"W	90.75'
L15	S02°30'31"W	154.13'
L16	N87°08'52"W	164.94'
L17	N01°57'26"E	174.96'
L18	S85°12'27"E	60.00'
L19	S18°10'56"W	46.79'





NOTES:

1. ZONING: HI
2. AREA OF RIGHT OF WAY ABANDONMENT: 2.99 ACRES
3. IMPERVIOUS SURFACE WITHIN RIGHT OF WAY ABANDONMENT: 1.27 ACRES
4. THE SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE (ZONE X) MINIMAL FLOOD RISK AREA OF MINIMAL RISK AND DETERMINED TO BE OUTSIDE THE 100 AND 500-YEAR FLOODPLAINS, ACCORDING TO FEMA MAP NUMBER 3710782000J, PANEL 7820, EFFECTIVE DATE JUNE 18, 2007.
5. THIS SURVEY WAS PERFORMED USING NAD '83 (2011 ADJUSTMENT) NC 3200 HORIZONTAL COORDINATE CONTROL & NAVD '88 VERTICAL CONTROL FOR ELEVATIONS.
6. ALL DISTANCES ARE HORIZONTAL GRID DISTANCES IN U.S. SURVEY FEET UNLESS OTHERWISE NOTED.
7. SITE CONTROL ESTABLISHED VIA REDUNDANT GPS OBSERVATIONS UTILIZING VRS.
8. THE GRAPHIC REPRESENTATION OF THE UNDERGROUND UTILITIES SHOWN HEREON WERE TAKEN FROM SITE & UTILITY PLAN APPROVED BY THE CITY OF LEXINGTON ON JANUARY 6, 1999.
9. BOUNDARY INFORMATION TAKEN FROM PLAT BOOK 29 PAGE 30.
10. LINES NOT SURVEYED ARE SHOWN AS BROKEN LINES FROM INFORMATION REFERENCED ON THE FACE OF THIS PLAT.
11. THIS MAP HAS NOT BEEN PREPARED TO NCGS 47-30 STANDARDS AND IS NOT FOR RECORDING OR CONVEYANCE.
12. THE ABANDONMENT OF THE HEREIN DESCRIBED RIGHT-OF-WAY IS DONE IN ACCORDANCE WITH LOCAL STATUTE, AS PER THE ATTACHED PETITION DATED_____.
13. EASEMENTS OF RECORD FOR EXISTING UTILITIES WITHIN THE ABANDONED AREA ARE RETAINED AND ARE NOT AFFECTED BY THIS ABANDONMENT.
14. THE VACATED RIGHT-OF-WAY IS ABSORBED INTO AND MADE PART OF THE ADJACENT PROPERTIES AS SHOWN HEREON. AT THE TIME OF SURVEY, ALL ADJACENT PROPERTIES ARE OWNED BY THE CITY OF HIGH POINT. IT IS THE INTENT OF THIS PLAT TO TERMINATE ALL PUBLIC INTEREST IN THE SAID AREA(S), LESS AND EXCEPT THE ACCESS EASEMENTS CREATED FOR THE TWO GRAVEYARDS ALONG KIVETT DRIVE WHICH RETAIN PUBLIC ACCESS TO THOSE GRAVEYARDS.

GRAPHIC SCALE

100' 0 50' 100' 200' 400'

(IN FEET)
1 INCH = 100 FT.

SURVEY AND ACCURACY

I, ERIC J. MOSER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM (AN ACTUAL SURVEY MADE UNDER MY SUPERVISION) (DEED DESCRIPTION RECORDED IN BOOK 8629 & 7126, PAGE 2203 & 2287); THAT THE RATIO OF PRECISION AS CALCULATED IS 10,000+ ; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK SEE, PAGE MAP ; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH GS 47-30 AS AMENDED.

THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION.

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER, AND SEAL THIS 23rd, DAY OF OCTOBER, 2025.

Signed by: Eric Moser 49BDC05D9E2141A...

10/23/2025

NORTH CAROLINA PROFESSIONAL SEAL L-4697 LAND SURVEYOR ERIC J. MOSER

ABBREVIATION LEGEND

DB = DEED BOOK
PB = PLAT BOOK
RBF = REBAR FOUND
IPF = IRON PIPE FOUND
MNF = MAGNETIC NAIL FOUND
● = FOUND PROPERTY CORNER
● = COMPUTED POINT
■ = BENCHMARK

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ESP Associates. Inc.
7011 Albert Pick Rd.
Suite E
Greensboro, NC 27409
336-334-7724
www.espassociates.com

NO.	DATE	REVISION	BY

EXEMPT PLAT
KERSEY VALLEY ROAD PARTIAL RIGHT OF WAY ABANDONMENT
OWNER
CITY OF HIGH POINT

LOCATED IN
JAMESTOWN TOWNSHIP, CITY OF HIGH POINT, NORTH CAROLINA

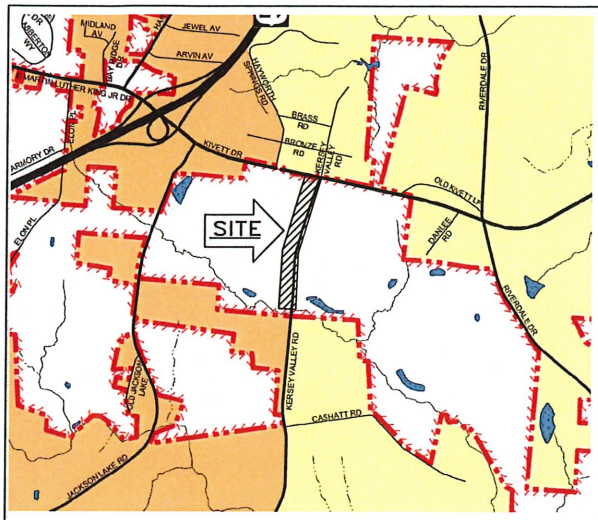
CLIENT:
CITY OF HIGH POINT
211 S. HAMILTON STREET
HIGH POINT, NC 27260

PROJECT NO 25-02194
SCALE 1"=100'
DATE 10-23-2025
DRAWN BY TLM
CHECKED BY EJM
DATE SURVEYED 10-16-2025
DRAWING NO 25-02194 KERSEY VALLEY ROAD ABANDONMENT

1.0

SHEET 1 OF 1

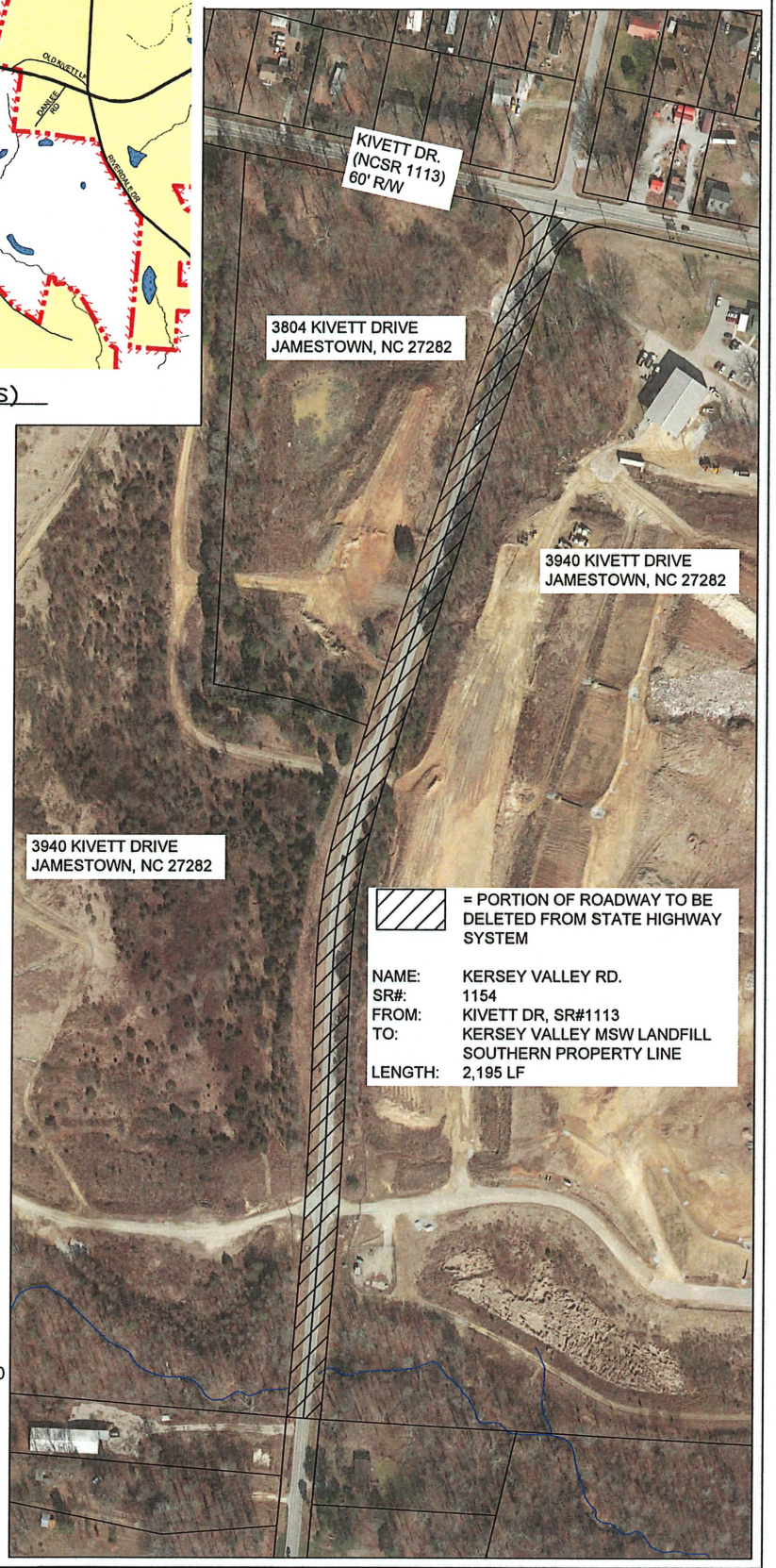
DATE: 10/23/2025 10:53 AM DRAWING NAME:P:\PROJECTS\2025 PROJECTS\25-02194 KERSEY VALLEY ROAD\BOUNDARY\25-02194 KERSEY VALLEY ROAD ABANDONMENT.DWG UPDATED BY: Trista Munson



VICINITY MAP (NTS)

N

NOTES:
1. THE CITY OF HIGH POINT WILL ACCEPT MAINTENANCE FOR THE PORTION OF KERSEY VALLEY ROAD AS SHOWN ON THIS EXHIBIT.



200 0 200 400

Scale 1" = 200'

CITY OF high point.

CITY OF HIGH POINT
PUBLIC SERVICES DEPARTMENT
211 S. HAMILTON STREET
P.O. BOX 230
HIGH POINT, N.C. 27261
TELEPHONE (336) 883-3194
FAX (336) 883-4118

EXHIBIT DRAWING FOR

KERSEY VALLEY ROAD

CITY OF HIGH POINT

PORTION OF ROADWAY TO BE DELETED FROM STATE HIGHWAY SYSTEM

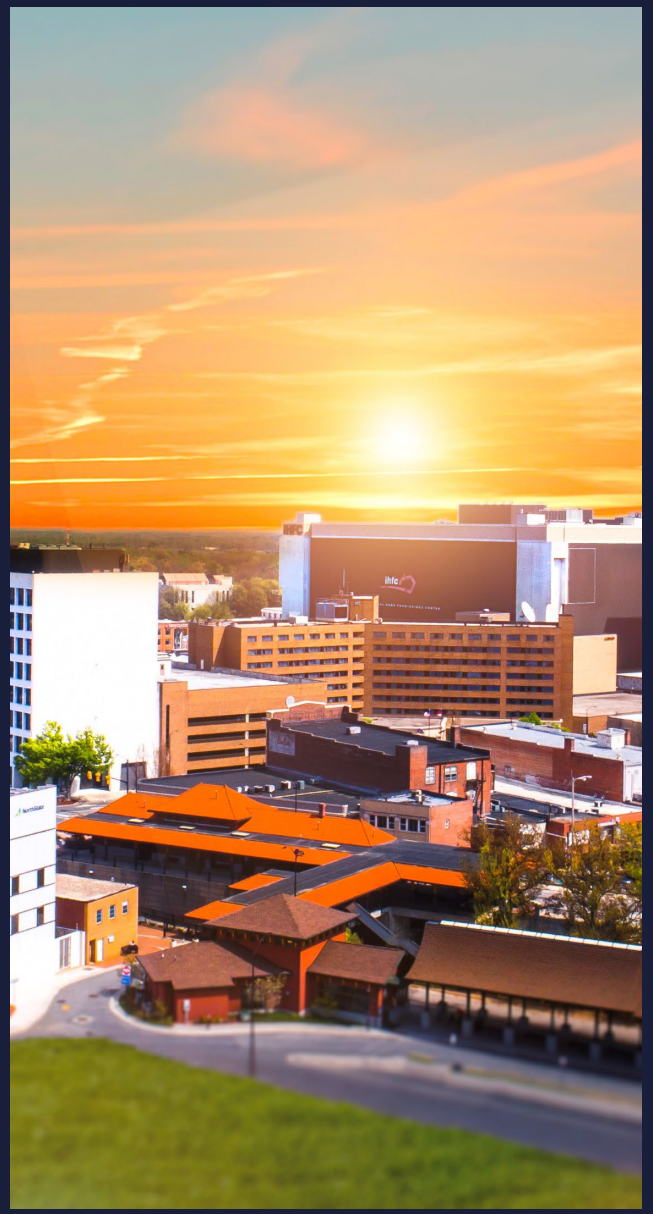
HIGH POINT – GUILFORD COUNTY – N.C.

PLOT DATE AND FILE: 10/18/23 Y:\Public Services PROJECTS\Kersey Valley Landfill Phase 6\030 Kersey Valley Road closure\Exhibit Map.dwg

CITY OF high point.

CITY COUNCIL HEARING

DECEMBER 15, 2025



STREET ABANDONMENT 25 - 01

Applicant: **City of High Point**

(Public Service Department)

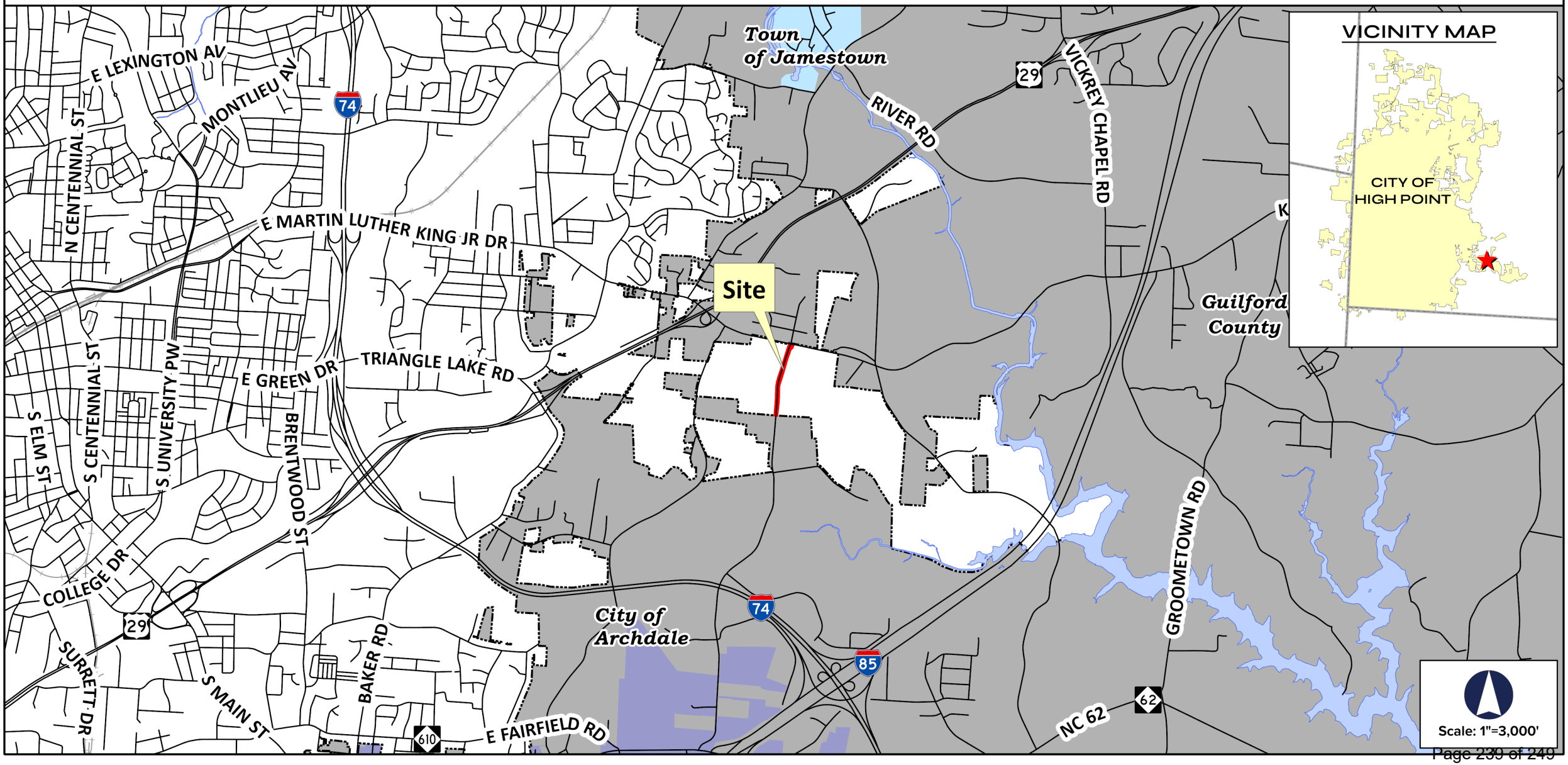
Request: **To abandon (permanent closure) a 2,185± foot-long (approx. 0.42-mile) segment of the Kersey Valley Road right-of-way (a 60-foot-wide right-of-way).**

(That northern portion of Kersey Valley Road abutting the City's Municipal Landfill).

CITY OF high point

LOCATION MAP

STREET ABANDONMENT: SA-25-01
Applicant: City of High Point



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STREET ABANDONMENT:
AERIAL PHOTOGRAPHY (FEB. 2024)

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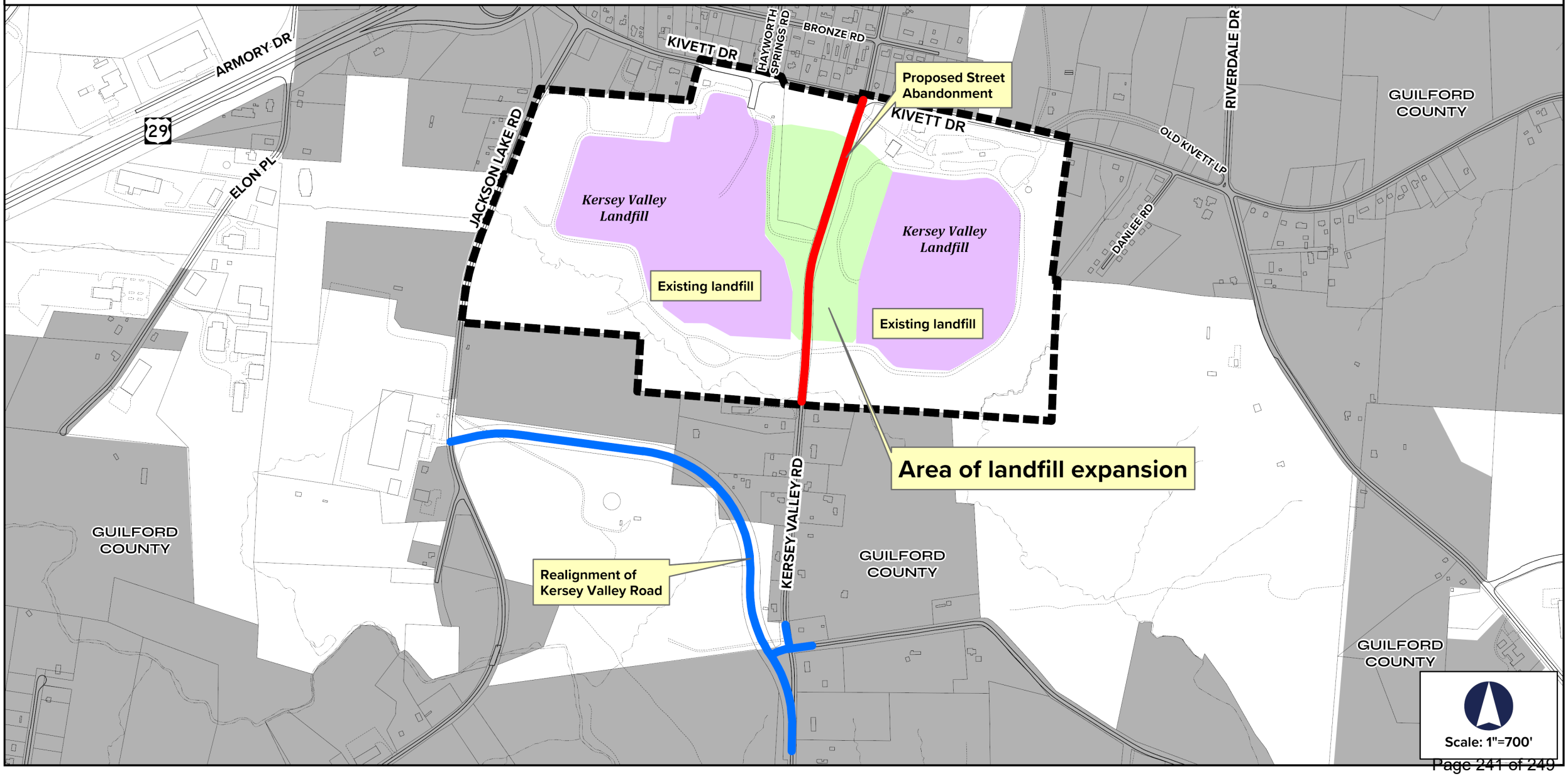
STREET ABANDONMENT: SA-25-01
EXHIBIT MAP



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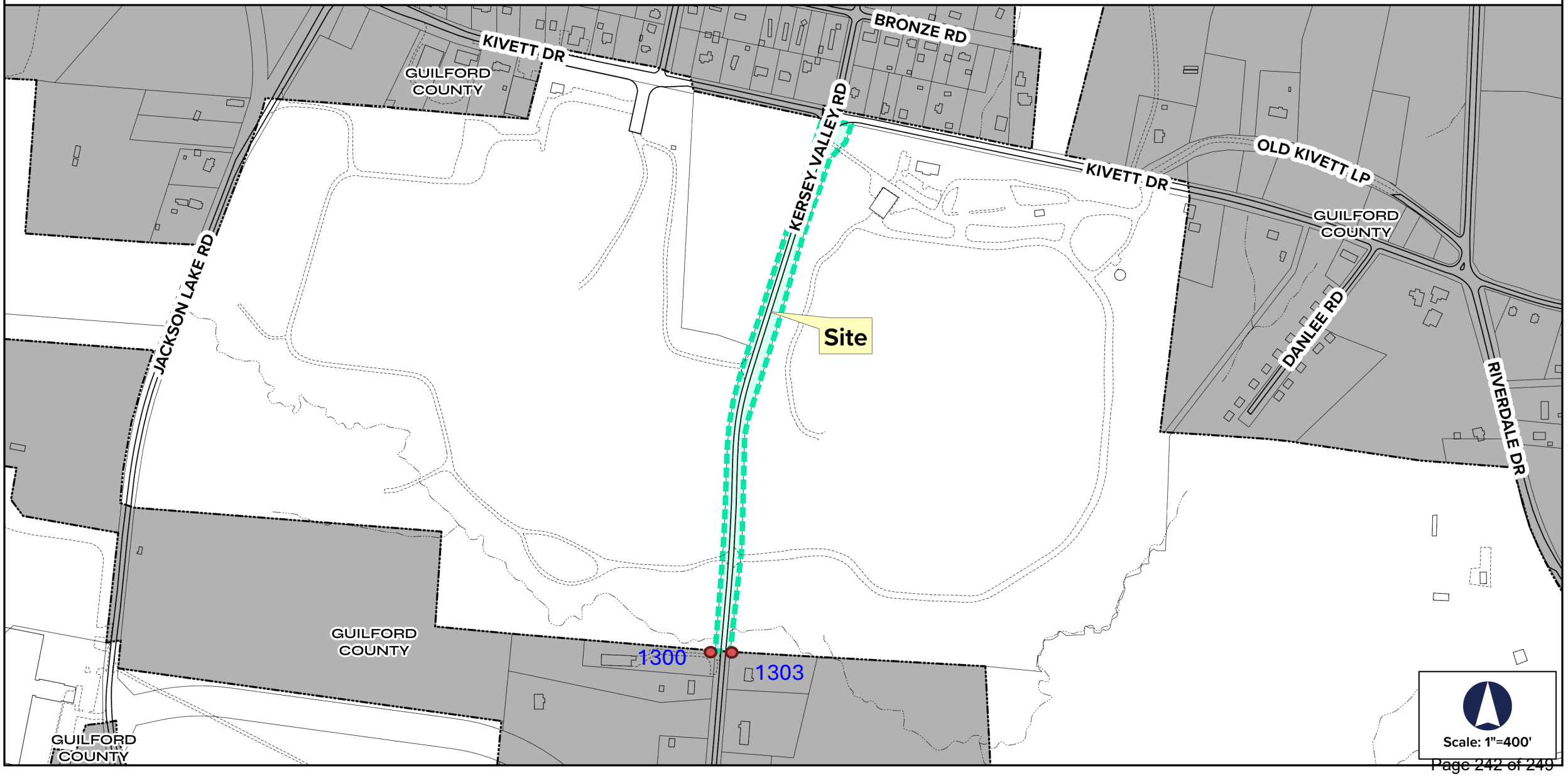
STREET ABANDONMENT: SA-25-01



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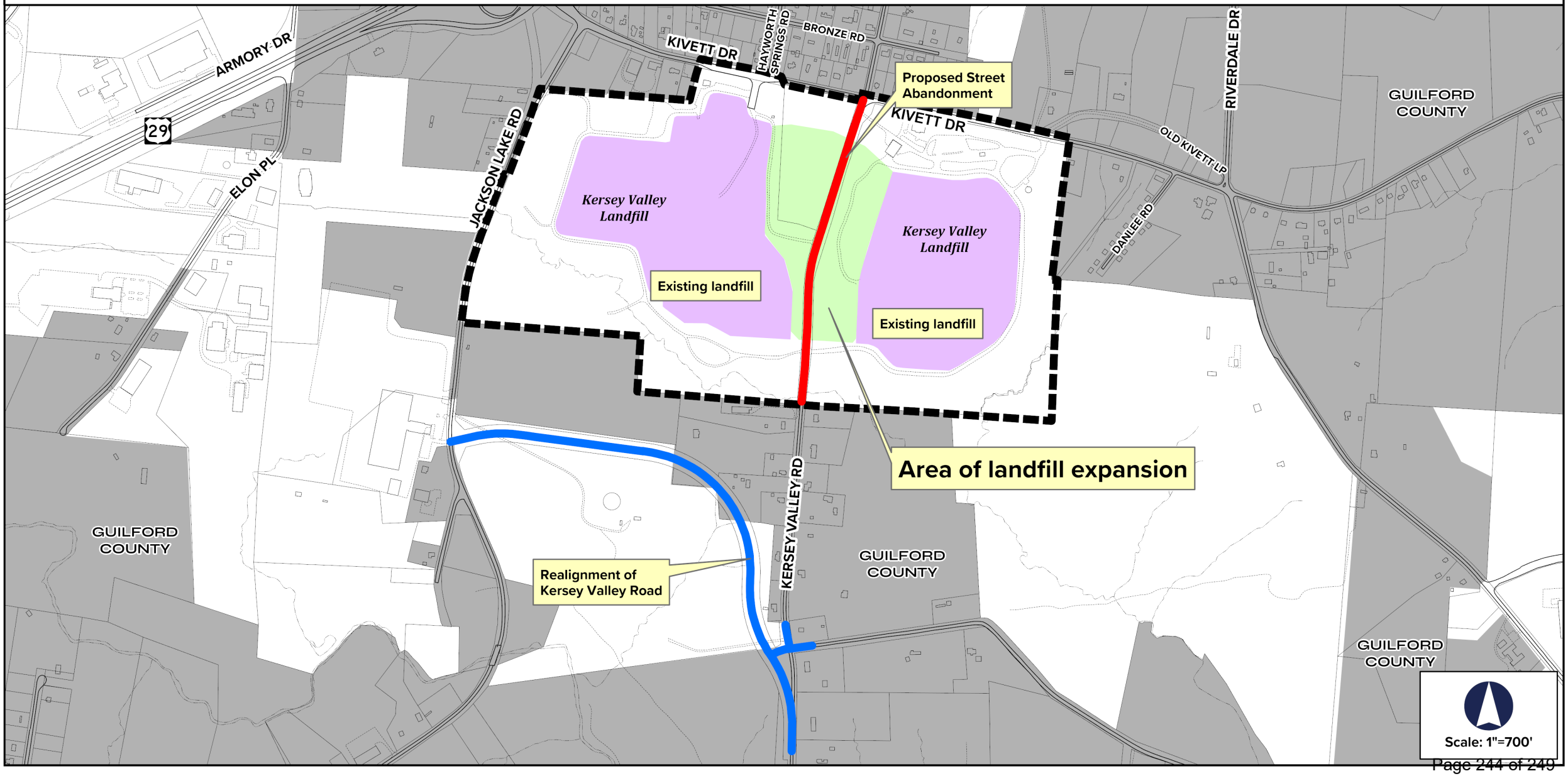
CITY OF
high
point.

STREET ABANDONMENT: SA-25-01
EXHIBIT MAP



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CITY OF
high
point.

CITY OF HIGH POINT
AGENDA ITEM

TITLE: **Consideration of Reinstatement of Board of Adjustment Member Voting Rights (Nho Bui)**

FROM:
Michael D. Harvey
Interim Planning & Development Director

MEETING DATE:
December 15, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Memorandum

PURPOSE: Request to reinstate Board of Adjustment member, Nho Bui, as a voting member of the board due to absences.

BACKGROUND: The attendance requirements, outlined in the Board of Adjustment Rules of Procedure, do not allow Board of Adjustment board members to miss 33 percent or more of the regular meetings in a calendar year or miss 3 consecutive regular meetings. When this occurs, the member loses status as a voting member of the board until reinstated by the City Council or another appointment is made.

BUDGET IMPACT: N/A

RECOMMENDED ACTION REQUESTED: Staff recommends reinstatement of the board members as stated in the attached memorandum.

To: Honorable Mayor & City Council
From: Michael Harvey, Interim Planning & Development Director
Date: December 3, 2025
Subject: Board of Adjustment Member Attendance (Nho Bui)

The Board of Adjustment Rules of Procedure attendance requirements do not allow members of the Board of Adjustment to miss more than 33% of the regular meetings in a calendar year or miss 3 consecutive regular meetings. When this occurs, the member loses status as a voting member of the board until the City Council reinstates the member or appoints someone to replace them.

Nho Bui, an alternate member of the Board of Adjustment, missed all three of the regular meetings held in February, March and June of this year, with only one of those being an excused absence under the terms of the attendance requirements. No reason was provided for the two unexcused absences. Ms. Bui is currently in her third term of office set to expire in June 2028.

I ask that City Council consider the reinstatement of Nho Bui.

CITY OF HIGH POINT
AGENDA ITEM

TITLE: **Consideration of Reinstatement of Planning & Zoning Commission Members' Voting Rights (Steve Galanti and Mark Walsh)**

FROM:
Michael D. Harvey
Interim Planning & Development Director

MEETING DATE:
December 15, 2025

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Memorandum

PURPOSE: Request to reinstate two Planning & Zoning Commission members, Steve Galanti and Mark Walsh, as voting members of the Planning & Zoning Commission due to absences.

BACKGROUND: The attendance requirements, outlined in the Planning & Zoning Commission Rules of Procedure, do not allow Planning & Zoning Commission board members to miss 33 percent or more of the regular meetings in a calendar year or miss 3 consecutive regular meetings. When this occurs, the member loses status as a voting member of the board until reinstated by the City Council or another appointment is made.

BUDGET IMPACT: N/A

RECOMMENDED ACTION REQUESTED: Staff recommends reinstatement of the board members as stated in the attached memorandum.

To: Honorable Mayor & City Council
From: Michael Harvey, Interim Planning & Development Director
Date: December 3, 2025
Subject: Planning & Zoning Commission Member Attendance (Steve Galanti & Mark Walsh)

The Planning & Zoning Commission Rules of Procedure attendance requirements do not allow members of the Planning & Zoning Commission to miss more than 33% of the regular meetings in a calendar year or miss 3 consecutive regular meetings. When this occurs, the member loses status as a voting member of the board until the City Council reinstates the member or appoints someone to replace them.

Planning & Zoning Commission members Steve Galanti and Mark Walsh have each missed four meetings this year. Mr. Galanti missed March, June, August and September due to vacations and family obligations. He is currently completing his first full term of office, which expires in June 2027.

Mr. Walsh has missed the February, July, August, and December meetings due to business-related conflicts. Mr. Walsh is nearing the end of his sixth consecutive full term that is due to expire in June 2026.

These absences for the aforementioned board members were not excused absences under the terms of the attendance requirements. In discussing the matter with each of them, Mr. Galanti and Mr. Walsh do not foresee this occurring again and request the City Council to reinstate them as full voting members of the Planning & Zoning Commission.

The City Council needs to consider the reinstatement of each of them individually.