



City of High Point

Meeting Agenda

Finance Committee

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

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

Cyril Jefferson, Mayor (Alternate)

Thursday, July 16, 2026

4:00 PM

Council Chambers

Finance Committee - Council Member Britt W. Moore, Chair

CALL TO ORDER

PRESENTATION OF ITEMS

- 2026-227 **Consideration of a Resolution Approving Conveyance of Real Property to Community Housing Solutions of Guilford, Inc. (CHS)**
City Council is requested to consider a resolution approving conveyance of real property to a nonprofit corporation, conveying 812 Mobile Street, 814 Mobile Street, 821 Hilltop Street, and 822 Hilltop Street to Community Housing Solutions of Guilford, Inc. (CHS), and authorize the appropriate City Official(s) to execute all necessary documents.
- 2026-228 **Consideration of Change Order No. 2 with Tantalus Systems Inc.**
City Council is requested to consider Change Order No. 2 with Tantalus Systems Inc. in the amount of \$102,198.12 for the AMI System and authorize the appropriate City Official(s) to execute all necessary documents.
- 2026-247 **Consideration of a Contract with Asplundh Tree Expert, LLC**
City Council is requested to consider a contract with Asplundh Tree Expert, LLC in the amount of \$1,750,000 for tree trimming services and authorize the appropriate City Official(s) to execute all necessary documents.
- 2026-229 **Consideration of a Resolution for the Approval of the High Point Transit System's (HPTS) Title VI Plan Revisions**

City Council is requested to consider a resolution approving the High Point Transit System's (HPTS) Title VI Plan revisions and authorize the appropriate City Official(s) to execute all necessary documents.

2026-244 **Consideration of a Contract with Hickory Sealing & Striping, Inc.**

City Council is requested to consider a contract with Hickory Sealing & Striping, Inc. in the amount of \$354,500 for long line striping and thermoplastic pavement marking services and authorize the appropriate City Official(s) to execute all necessary documents.

2026-258 **Consideration of a Task Order with STV Engineers Inc. (STV)**

City Council is requested to consider a task order with STV Engineers Inc. in the amount of \$699,268.36 for design service for the Cedrow Drive Pedestrian Bridge, adopt a budget ordinance amendment, and authorize the appropriate City Official(s) to execute all necessary documents.

2026-230 **Consideration of a Sole Source Contract with 5S Technologies, LLC dba Ark Technology Consultants (Managed Network Services)**

City Council is requested to consider a three-year sole source contract with 5S Technologies, LLC dba Ark Technology Consultants in the total amount of \$281,349.96 for managed network services and authorize the appropriate City Official(s) to execute all necessary documents.

2026-248 **Consideration of a Contract with 5S Technologies, LLC dba Ark Technology Consultants (Core Network Services)**

City Council is requested to consider a five-year contract with 5S Technologies, LLC dba Ark Technology Consultants in the total amount of \$718,508.68 for Cisco Nexus core network infrastructure services and authorize the appropriate City Official(s) to execute all necessary documents.

2026-245 **Consideration of a Sole Source Contract with 5S Technologies, LLC dba Ark Technology Consultants (ThreatLocker)**

City Council is requested to consider a three-year sole source contract with 5S Technologies, LLC dba Ark Technology Consultants in the amount of \$273,457.44 for the renewal of the City's ThreatLocker zero-trust endpoint security platform and authorize the appropriate City Official(s) to execute all necessary documents.

- 2026-231 **Consideration of a Purchase from Clinton Automotive, LLC dba Deacon Jones Ford of Clinton**
City Council is requested to consider a purchase from Clinton Automotive, LLC dba Deacon Jones Ford of Clinton in the amount of \$227,533.60 for five (5) Ford Interceptor SUV Hybrids, declare the current vehicles as surplus, dispose of the current vehicles through the online auction process, and authorize the appropriate City Official(s) to execute all necessary documents.
- 2026-232 **Consideration of a Purchase from Piedmont Truck Center, Inc.**
City Council is requested to consider a purchase from Piedmont Truck Center, Inc. in the amount of \$855,685 for four (4) Western Star 47XSF Dump Trucks, declare the current trucks as surplus, dispose of current trucks through the online auction process, and authorize the appropriate City Official(s) to execute all necessary documents.
- 2026-235 **Consideration of a Purchase from Sink Farm Equipment, Inc.**
City Council is requested to consider a purchase from Sink Farm Equipment, Inc. in the amount of \$103,786.29 for a Kubota Excavator, declare the current excavator as surplus, dispose of the current excavator through the online auction process, and authorize the appropriate City Official(s) to execute all necessary documents.
- 2026-234 **Consideration of Contract Amendment No. 2 with Hazen and Sawyer, P.C. dba Hazen and Sawyer**
City Council is requested to consider Contract Amendment No. 2 in the amount of \$186,270 with Hazen and Sawyer, P.C. dba Hazen and Sawyer for additional construction support services for the Eastside Wastewater Treatment Plant UV System Replacement Project and authorize the appropriate City Official(s) to execute all necessary documents.
- 2026-236 **Consideration of Ratification of a Pressing Need Purchase with McGill Environmental Systems of NC, Inc.**
City Council is requested to consider ratification of a pressing need purchase with McGill Environmental Systems of NC, Inc. in the amount of \$682,008 for the hauling and disposal of dewatered biosolids from the Eastside Wastewater Treatment Plant (WWTP) and authorize the appropriate City Official(s) to execute all necessary documents.
- 2026-241 **Consideration of a Contract with Heyward-Charlotte Incorporated**
City Council is requested to consider a contract with Heyward-

Charlotte Incorporated in the amount of \$147,900 for the purchase of 85 replacement manual sluice gate operators for the Eastside Wastewater Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents.

- 2026-237 **Consideration of an Agreement with The Ferguson Group, LLC**
City Council is requested to approve an agreement with The Ferguson Group, LLC in an amount not to exceed \$97,236 and authorize the appropriate City Official(s) to execute all necessary documents.
- 2026-251 **Consideration of a Purchase from Kiesler Police Supply Inc.**
City Council is requested to consider a purchase from Kiesler Police Supply Inc. in the amount of \$137,800 for training and duty ammunition for Fiscal Year 2026-2027 and authorize the appropriate City Official(s) to execute all necessary documents.
- 2026-254 **Consideration of a Resolution Accepting a Donation from the High Point Police Foundation and Authorizing the Sale of Surplus Property**
City Council is requested to consider a resolution accepting a donation of a mobile command unit from the High Point Police Foundation, declare the current mobile command unit as surplus, dispose of the current mobile command unit through the online auction process, and authorize the appropriate City Official(s) to execute all necessary documents.
- 2026-255 **Consideration of a Resolution Approving an Interlocal Agreement with Guilford County Board of Education for School Resource Officers**
City Council is requested to consider a resolution approving an Interlocal Agreement between the City of High Point and Guilford County Board of Education for the provision of school resource officers and authorize the appropriate City Official(s) to execute all necessary documents.
- 2026-252 **Consideration of a Contract with Gitto Enterprises, Inc.**
City Council is requested to consider a contract with Gitto Enterprises, Inc. in the amount of \$595,949.09 for the Ragan and E. Russell Culvert Replacements Project and authorize the appropriate City Official(s) to execute all necessary documents.
- 2026-253 **Consideration of a Contract with Johnson Controls Building Solutions, LLC**
City Council is requested to consider a five-year contract with Johnson Controls Building Solutions, LLC in the amount of

\$243,779 for fire alarm and security services for City facilities and authorize the appropriate City Official(s) to execute all necessary documents.

2026-256 **Consideration of a Contract with Caring Services, Inc.**
City Council is requested to consider a contract with Caring Services, Inc. in the amount of \$147,488.54 for contracted social work support services at the library and authorize the appropriate City Official(s) to execute all necessary documents.

2026-257 **Consideration of a Contract with Midwest Tape, LLC**
City Council is requested to consider a three-year contract with Midwest Tape, LLC, in an amount of \$246,000, to provide High Point Public Library cardholders with access to streaming digital content through the Hoopla platform and authorize the appropriate City Official(s) to execute all necessary documents.

ADJOURNMENT

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Resolution Approving Conveyance of Real Property to Community Housing Solutions of Guilford, Inc. (CHS)

FROM:

Thanena Wilson
Community Development and Housing Director

MEETING DATE:

July 16, 2026

PUBLIC HEARING:

No

ADVERTISED DATE/BY:

N/A

ATTACHMENTS:

1. Map
2. Mobile and Hilltop House Plans
3. Non-Warranty Deed
4. Resolution

PURPOSE: To continue infill housing development efforts in the Core-City, Community Development & Housing seeks Council approval to convey the following lots to Community Housing Solutions of Guilford, Inc. (CHS) in the Southside community. The conveyance will facilitate affordable housing and serve a public purpose in accordance with North Carolina General Statute §160A-279.

Address	Lot Size (acres)	Appraised Land Value
812 Mobile Street	.16	\$25,000.00
814 Mobile Street	.14	\$25,000.00
821 Hilltop Street	.18	\$25,000.00
822 Hilltop Street	.27	\$30,000.00

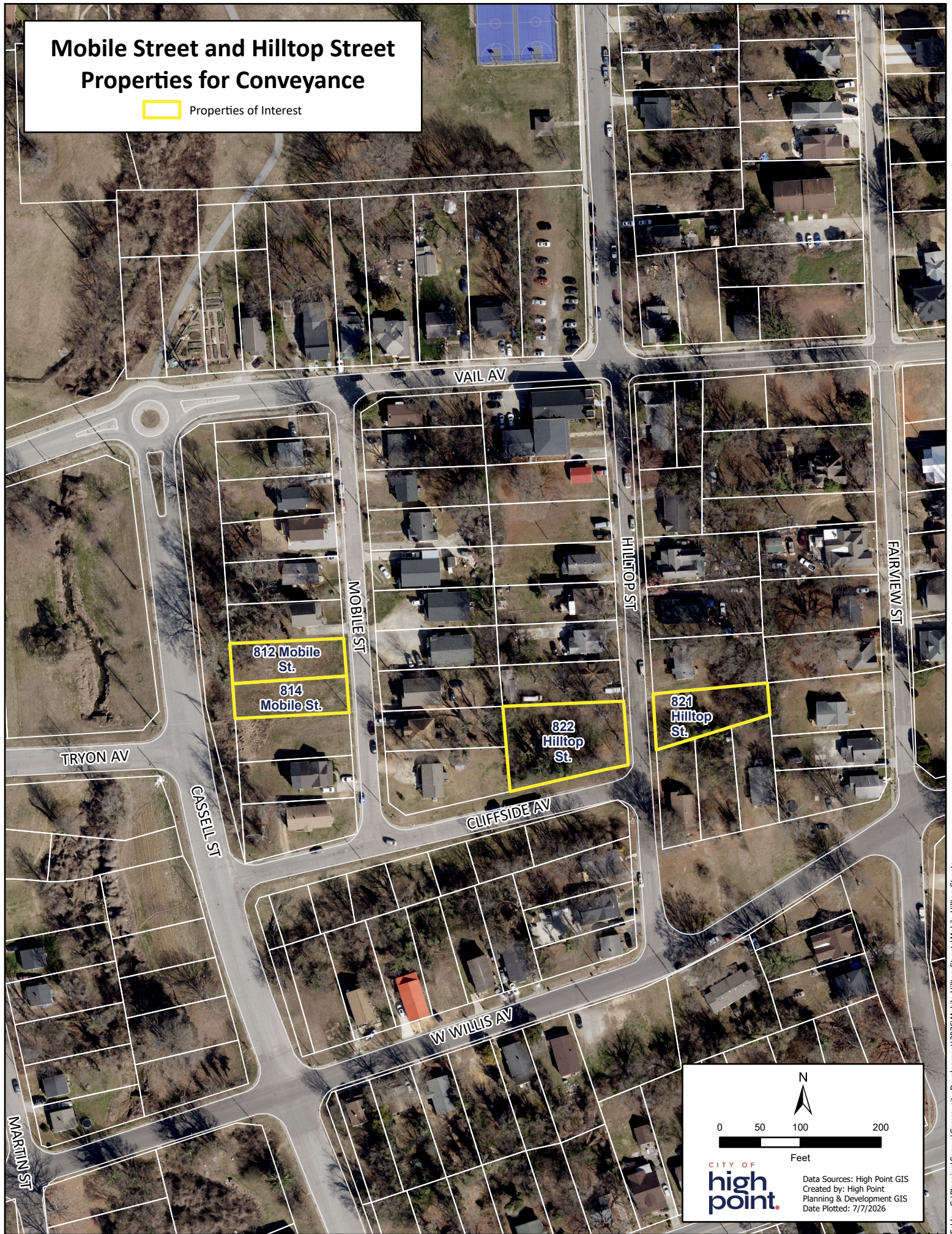
BACKGROUND: CHS continues to construct much needed affordable housing to aid in the redevelopment of the Southside community.

BUDGET IMPACT: None

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a resolution approving conveyance of real property to a nonprofit corporation, conveying 812 Mobile Street, 814 Mobile Street, 821 Hilltop Street, and 822 Hilltop Street to Community Housing Solutions of Guilford, Inc. (CHS), and authorize the appropriate City Official(s) to execute all necessary documents.

Mobile Street and Hilltop Street Properties for Conveyance

 Properties of Interest



TightLines Designs

creating great places to live



Franklin II

This classic two story Prairie style house of 1328 square feet features a large open living and dining area, spacious kitchen, and a private master bedroom suite.

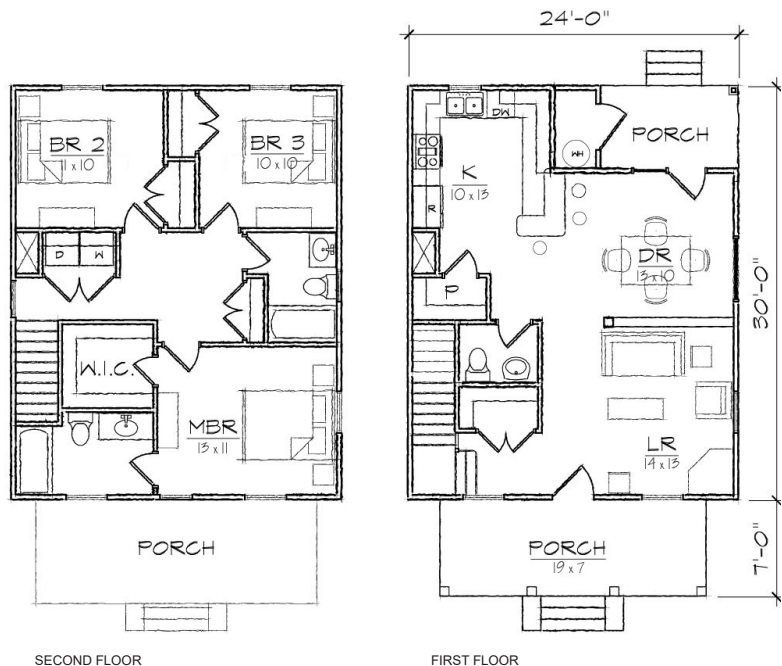
The plan includes a total of three bedrooms, two full bathrooms, a laundry room, a powder room, and U-shaped kitchen with a breakfast bar that opens to the dining room.

The Craftsman inspired exterior offers a front to rear gable roof, a full front porch covered with a shed roof, a covered rear porch, and exterior storage room. At 24 ft in width it is ideally suited for a narrow lot.

*Also available: Franklin I, Franklin III.
Modifications available upon request.*

Specifications

bedrooms: 3	square footage: 1328	roof pitch: 8/12
bathrooms: 2.5	1st floor ceiling: 9'	width: 24'
stories: 2	2nd floor ceiling: 8'	depth: 37'



TightLines Designs

creating great places to live



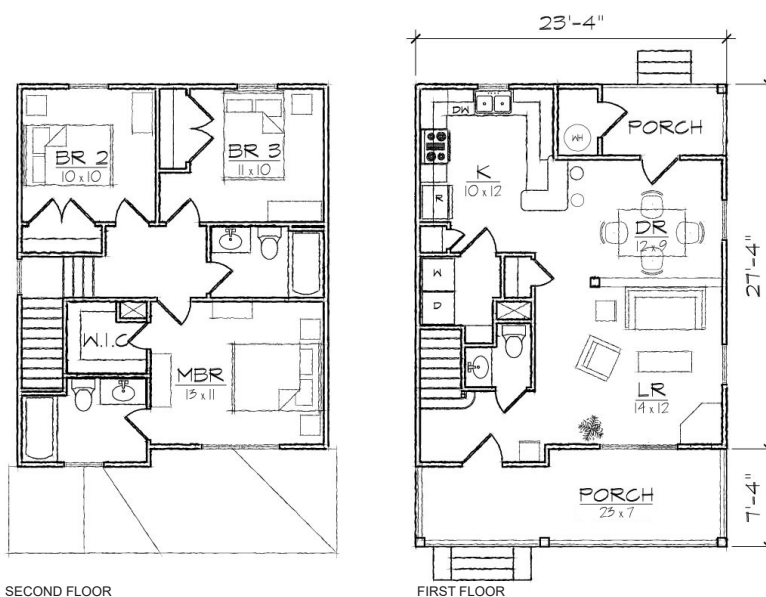
Fisher I

This two story turn of the century style house of 1190 square feet features a large open living and dining area, spacious kitchen, and a private master bedroom suite.

The plan includes a total of three bedrooms, two full bathrooms, a powder room, a laundry room, and a U-shaped kitchen with a breakfast bar that opens to the dining room.

The Queen Anne inspired exterior offers a hip roof, a full front porch with a hip roof and gabled entry, covered rear porch, and exterior storage room. At 23'4" in width, it is ideally suited for a narrow lot.

*Also available: Fisher II, Fisher III.
Modifications available upon request.*



Specifications

bedrooms: 3	square footage: 1190	roof pitch: 8/12
bathrooms: 2.5	1st floor ceiling: 9'	width: 23' 4"
stories: 2	2nd floor ceiling: 8'	depth: 34' 8"

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Austin III

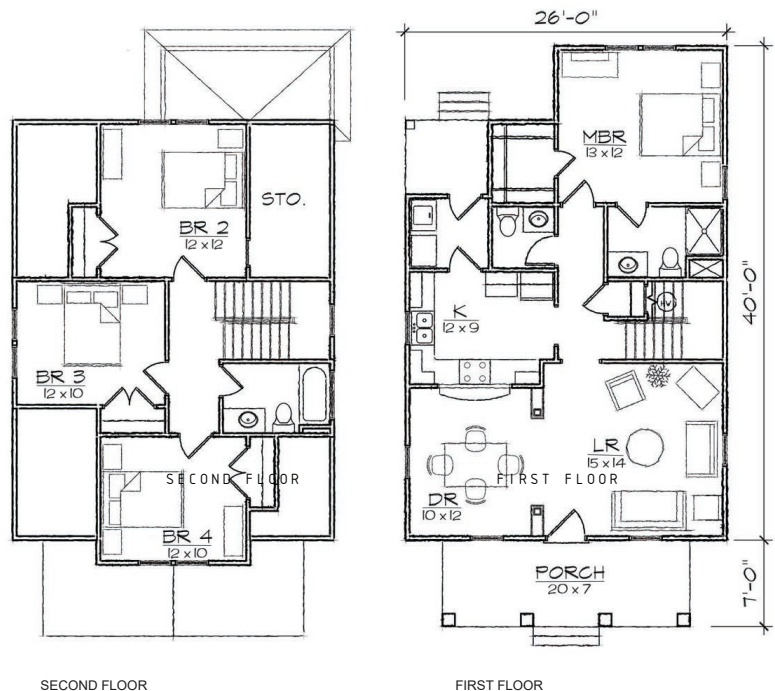
This one and one half story bungalow style home of 1489 square feet features a large open living and dining area and a first floor master bedroom suite. The plan includes a total of four bedrooms, two full bathrooms, a powder room, a laundry/mud room and an L-shaped kitchen with a breakfast bar that opens to the dining room. In addition to three bedrooms and a full bathroom, the second floor contains abundant, easily accessible storage.

The Arts and Crafts inspired exterior offers a front gabled roof and covered front and rear porches. At 26 ft in width, it is ideally suited for a narrow lot.

Modifications available upon request.

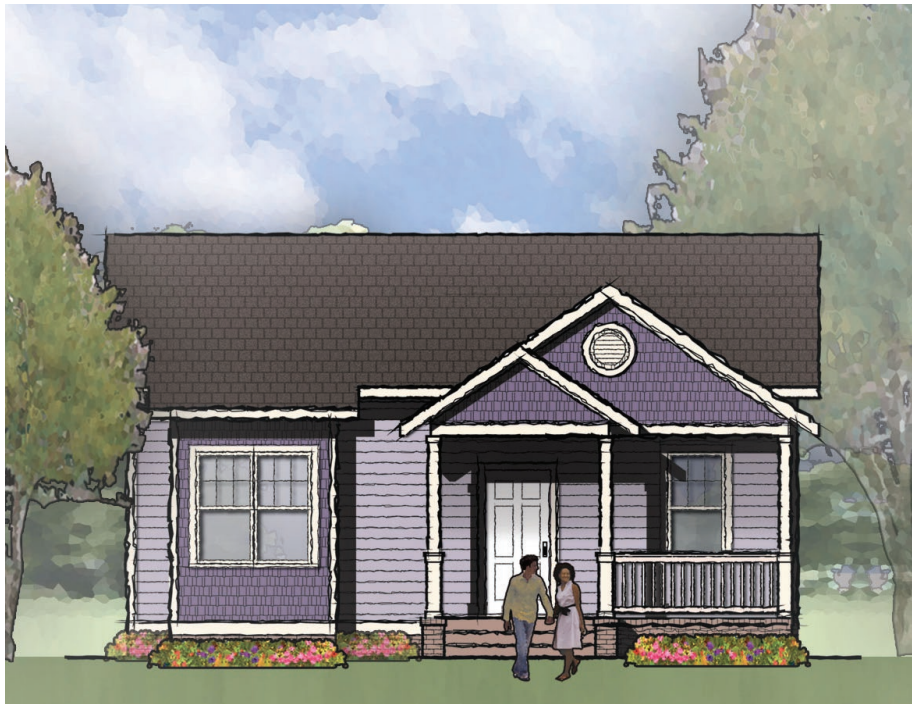
Specifications

bedrooms: 4	square footage: 1489	roof pitch: 12/12
bathrooms: 2.5	1st floor ceiling: 9'	width: 26'
stories: 2	2nd floor ceiling: 8'	depth: 47'



TightLines Designs

creating great places to live



Dawson II

This single story cottage style house of 1304 square feet features a private master bedroom suite and large dining and living areas.

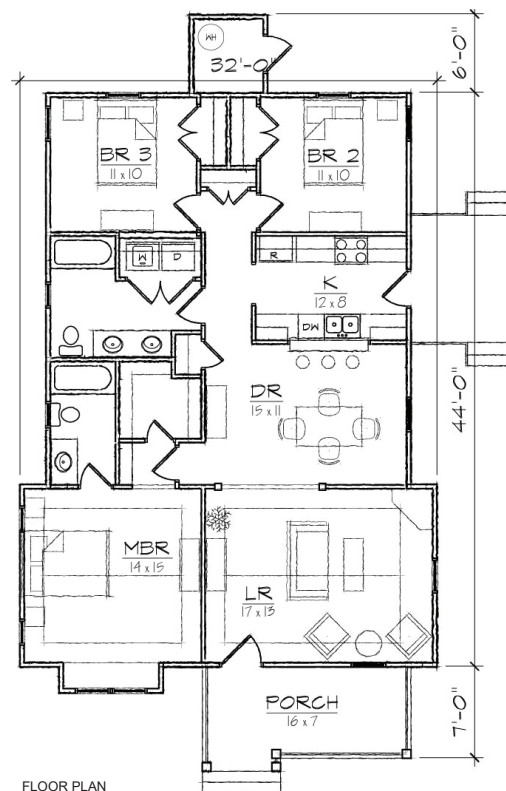
The plan includes a total of three bedrooms, two full bathrooms, a laundry room, a galley kitchen with exterior access, and a pass-through that opens to the dining room.

The historically inspired exterior offers a double gabled front porch, projecting bay in the master bedroom, covered side porch, and exterior storage room.

*Also available: Dawson I, Dawson III.
Modifications available upon request.*

Specifications

bedrooms: 3	square footage: 1304	roof pitch: 8/12
bathrooms: 2	1st floor ceiling: 9'	width: 32'
stories: 1		depth: 51'



Prepared By: City Attorney's Office, High Point, North Carolina
PO Box 230, High Point, NC 27261

Return To Grantee: 1031 Summit Ave., Suite 1e-1, Greensboro, NC 27405

Parcel Identification Numbers: 7709-198-969, 7709-196-986, 7800-103-045, and 7800-103-041

Excise Tax: Exempt

NORTH CAROLINA

NON-WARRANTY DEED

GUILFORD COUNTY

THIS NON-WARRANTY DEED, made and entered into this _____ day of _____, 20____, by and between the **CITY OF HIGH POINT**, a North Carolina municipal corporation (PO Box 230, High Point, NC 27261), hereinafter referred to as the GRANTOR, and **COMMUNITY HOUSING SOLUTIONS OF GUILFORD, INC.**, a North Carolina nonprofit corporation (1031 Summit Ave., Suite 1e-1, Greensboro, NC 27405), hereinafter referred to as GRANTEE:

WITNESSETH:

WHEREAS, the GRANTOR, for valuable consideration provided by GRANTEE, the receipt and legal sufficiency of which is hereby acknowledged, has quitclaimed and by these presents, does quitclaim unto GRANTEE, its successors and assigns, all right, title and interest which GRANTOR has in and to the tract or parcel of land in the County of Guilford, State of North Carolina, High Point Township, and more particularly bounded and described as follows:

See attached **Exhibit A**

The property hereinabove described was acquired by the GRANTOR by instrument(s) recorded in Deed Book 8336, Page 636; Deed Book 8653, Page 2099; Deed Book 8123, Page 2578; and Deed Book 8119, Page 71, Guilford County Registry (the "Property").

TO HAVE AND TO HOLD, the aforesaid tract or parcel of land and all privileges thereunto belonging to the GRANTEE, its successors and/or assigns, free and discharged from all right, title, claim or interest of the GRANTOR and subject to any easements, restrictions, rights-of-way and other encumbrances, if any, and ad valorem taxes for current and subsequent years.

The consideration of this conveyance is GRANTEE'S agreement to use this Property only for the public purpose of providing low-to-moderate income, owner-occupied housing. If for any reason the Property ceases to be used for a permissible public purpose, the Property shall revert back to the GRANTOR.

GRANTOR makes no warranty, express or implied, as to the title of the Property.

GRANTOR and GRANTEE includes the above parties and their respective heirs, successors, and assigns, whether singular, plural, masculine, feminine or neuter, as required by context.

The property does not include the primary residence of GRANTOR.

[Signature page follows]

IN WITNESS WHEREOF, the GRANTOR has duly executed this Non-Warranty Deed by its duly authorized representative.

CITY OF HIGH POINT

By: _____
Print Name: _____
Title: _____

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____

[Insert name of signatory]

Date: _____

Official Signature of Notary: _____

Notary's Printed or Typed Name: _____, Notary Public

My Commission Expires: _____

(Official Seal)

EXHIBIT A

Property Description

Tract 1:

Being Lot No. Five (5) in Block "A" of the lands known and called "Mrs. Vail's Lots in High Point, NC", a Map of Plot of which said lands is duly recorded in the Office of the Register of Deeds for Guilford County, North Carolina in Plat Book 4, Page 30, and reference is hereby had thereto.

Address: 821 Hilltop Street, High Point, NC 27260

REID: 172968

PIN: 770-919-8969

Deed Reference: Book 8336, Page 636, Guilford County Registry

Tract 2:

Lot No. 9, Block "C" of the Kinley Lands, map or plat of which is duly recorded in the Office of the Register of Deeds for Guilford County, North Carolina, in Plat Book 4, at Page 30.

Address: 822 Hilltop Street, High Point, NC 27260

REID: 172944

PIN: 770-919-6986

Deed Reference: Book 8653, Page 2099, Guilford County Registry

Tract 3:

Being Lot No. #7, in Block D of the Mrs. M. P. Vail lots, which map or plat is duly recorded in the Office of the Register of Deeds for Guilford County, North Carolina, in Plat Book 4, page 30.

Address: 812 Mobile Street, High Point, NC 27260

REID: 172933

PIN: 7800-103-045

Deed Reference: Book 8123, Page 2578, Guilford County Registry

Tract 4:

Being all of Lot No. 8, Block D of the Mrs. Vail lands, plat of which is recorded in Play Book 4, Page 30 in the Office of the register of Deeds of Guilford County, North Carolina.

Address: 814 Mobile Street, High Point, NC 27260

REID: 172919

PIN: 7800-103-041

Deed Reference: Book 8119, Page 71, Guilford County Registry

**RESOLUTION OF THE HIGH POINT CITY COUNCIL
APPROVING CONVEYANCE OF REAL PROPERTY
TO A NONPROFIT CORPORATION**

WHEREAS, the City of High Point (“City”) owns the following property in High Point, Guilford County, North Carolina: 821 Hilltop Street, as described in Deed Book 8336 Page Number 636; 822 Hilltop Street, as described in Deed Book 8653 Page Number 2099; 812 Mobile Street, as described in Deed Book 8123 Page Number 2578; and 814 Mobile Street, as described in Deed Book 8119 Page Number 71, Guilford County Registry (collectively the “Property”); and

WHEREAS, North Carolina General Statute (“N.C.G.S.”) § 160A-279 authorizes the City to convey real property by private sale to a nonprofit corporation which carries out a public purpose, under which the procedural provisions of N.C.G.S. § 160A-267 shall apply; and

WHEREAS, N.C.G.S. § 160D-1316 authorizes the City to convey property by private sale to any public or private entity that provides affordable housing to persons of low or moderate income under procedures and standards established by the City; and

WHEREAS, N.C.G.S. § 160A-20.1 authorizes the City to appropriate money to private organizations to carry out any public purpose that a city is authorized by law to engage in; and

WHEREAS, the City of High Point has approved a contract with Community Housing Solutions of Guilford, Inc. (“Community Housing Solutions”), a nonprofit organization, to construct low and moderate income housing in the City of High Point and now intends to convey the above-described Property to Community Housing Solutions for this construction of low and moderate income housing, a permissible public purpose under North Carolina law; and

WHEREAS, the Property shall be restricted to development of at least one (1) for-sale low or moderate income housing unit per tax parcel, all of which shall serve families earning at or below eight percent (80%) of the Area Median Income (“AMI”).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of High Point that:

Section 1. The Mayor of the City of High Point is authorized to execute all documents necessary to convey title to the Property, identified as REID 172968, 172944, 172933, and 172919, to Community Housing Solutions subject to the restrictions set out hereinabove.

Section 2. The consideration for the conveyance is the condition that Community Housing Solutions uses the Property only for the permissible public purpose furthering the mission of the City in providing low and moderate income owner-occupied housing. If for any reason Community Housing Solutions attempts to sell the Property to a for-profit corporation, or the Property ceases to be used for this public purpose under North Carolina law, the Property shall revert to the City of High Point. A statement to this effect shall be placed in the deed of conveyance.

Section 3. In compliance with N.C.G.S. § 160A-267, a notice summarizing this resolution shall be published once after adoption, and the conveyance shall not be consummated until at least ten (10) days after its publication.

Section 4. This resolution shall take effect immediately upon adoption.

ADOPTED this the ____ day of _____ 2026.

CITY OF HIGH POINT

By: _____
Cyril Jefferson, Mayor

Attested to:

Sandra R. Keeney, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of Change Order No. 2 with Tantalus Systems Inc.

FROM:
Tyler Berrier
Electric Utilities Director

MEETING DATE:
July 16, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Change Order

PURPOSE: To increase the contract amount for the AMI System to account for tariffs assessed on equipment purchased during the implementation of the project.

BACKGROUND: The City's AMI System provides automated collection and transmission of electric and water meter data through a network of communication devices and supporting software. During the implementation of the project, tariffs were assessed on certain equipment purchases, resulting in additional costs that were not included in the original contract amount.

Approval of Change Order No. 2 will increase the contract by \$102,198.12 to cover these tariff-related costs and allow payment of the remaining project invoices. Upon approval, the total contract amount will increase from \$7,027,280.08 to \$7,129,478.20.

BUDGET IMPACT: Funding is available in the FY 2026-2027 budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider Change Order No. 2 with Tantalus Systems Inc. in the amount of \$102,198.12 for the AMI System and authorize the appropriate City Official(s) to execute all necessary documents.

CHANGE ORDER

CHG. ORDER/SUP. AGREEMENT NO. 2	CONTRACT NO.	BID NO.	CONTRACT: AMI System Master Agreement dated January 19, 2022
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TO: Tantalus Systems Inc.

(CONTRACTOR)

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

Description of Changes (Attach supplemental plans and specifications if necessary)	DECREASE In Contract Price	INCREASE In Contract Price
Tariffs charged associated with equipment purchases for the Advanced Metering Infrastructure (AMI) system. The selected AMI vendor, Tantalus, charged tariffs throughout the project duration, thus resulting in a funding shortfall to finish paying the final invoices of the project. Those invoices scans are attached. Net Change In Contract Price :		\$102,198.12
Justification and reason for change: Tariffs		

Previous Contract Total: \$ 7,027,280.08

Change Orders/Supplement Agreements Net Overrun: \$ 102,198.12

The contract total including this and previous Change Orders/Supplement Agreements will be revised to: \$ 7,129,478.20

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

Requested By: Tyler R. Berrier
(Electric Department)

6/15/2026
(Date)

Recommended: Tyler R. Berrier
(Department Director)

(Date)

Accepted: _____
(Contractor)

(Date)

Approved: _____
(City of High Point)

(Date)

Approved: _____
(Finance Department)

(Date)

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Contract with Asplundh Tree Expert, LLC

FROM:
Tyler Berrier
Electric Utilities Director

MEETING DATE:
July 16, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:

1. Circuit Maps
 2. Bid Tabulation Calculations
 3. Bid Recommendation Form
-

PURPOSE: The Electric Department is responsible for trimming trees for over 450 miles of overhead transmission and distribution lines. This RFP was for a tree trimming services contractor to assist the Electric Utilities Department with tree trimming.

BACKGROUND: Electric is taking a new approach to our tree trimming program. Soliciting bids for Time & Equipment previously, we will now be bidding this service on a Lump Sum "per circuit" basis. This will allow us to complete more trimming with the same budget numbers.

BUDGET IMPACT: Funds available in the FY 2026-2027 budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a contract with Asplundh Tree Expert, LLC in the amount of \$1,750,000 for tree trimming services and authorize the appropriate City Official(s) to execute all necessary documents.

Work Summary

In-Scope Work

In-scope trim line mileage	107.7 line miles
In-scope spans	4,381

Vegetation Clearance to Conductor Analysis

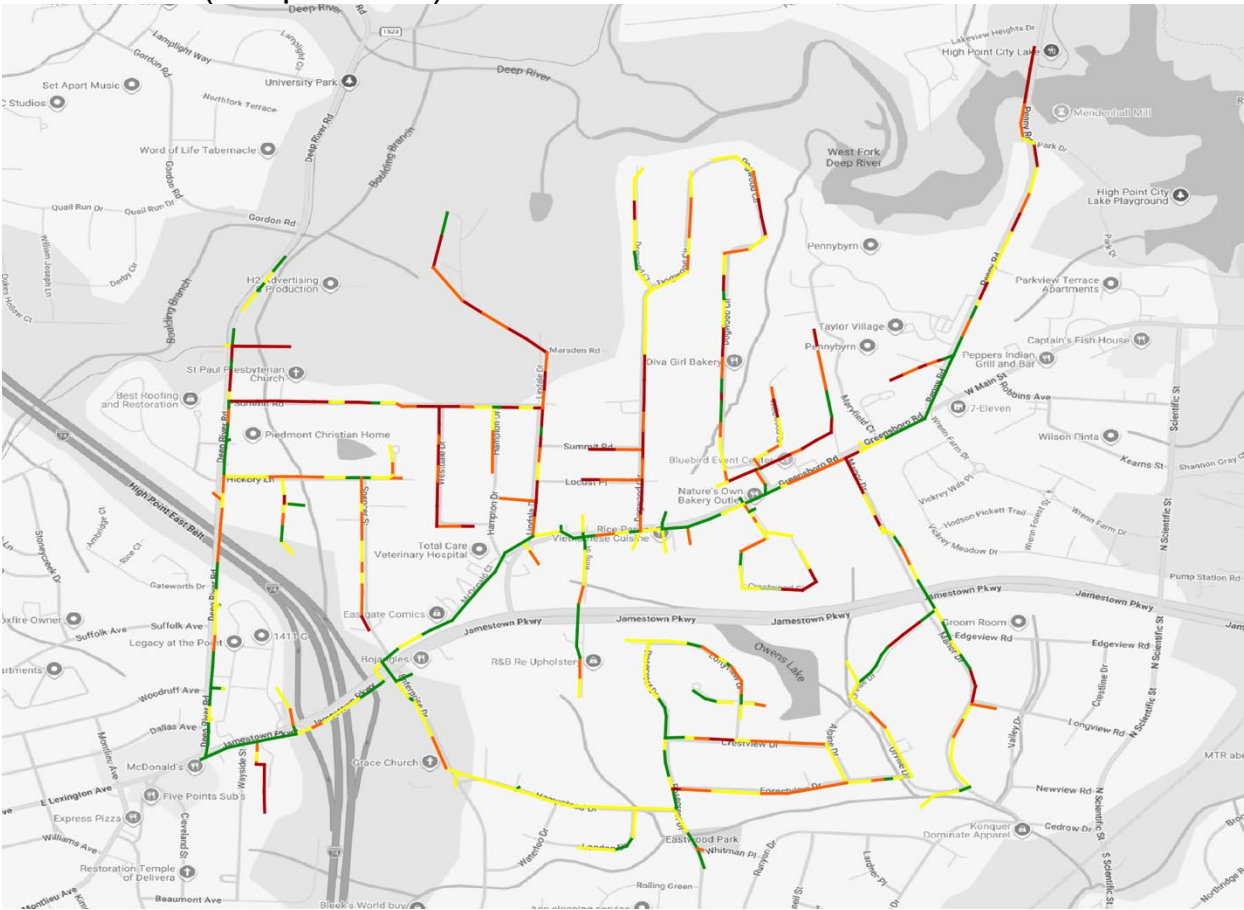
Vegetation within 0-5 ft of conductor line	12.2 line miles; 444 spans
Vegetation within 5-10 ft of conductor line	36.9 line miles; 1433 spans
Vegetation within 10-20 ft of conductor line	32.1 line miles; 1302 spans
Vegetation greater than 20 ft from conductor line	25.9 line miles; 1179 spans

Vegetation clearance to conductor assessment by circuit

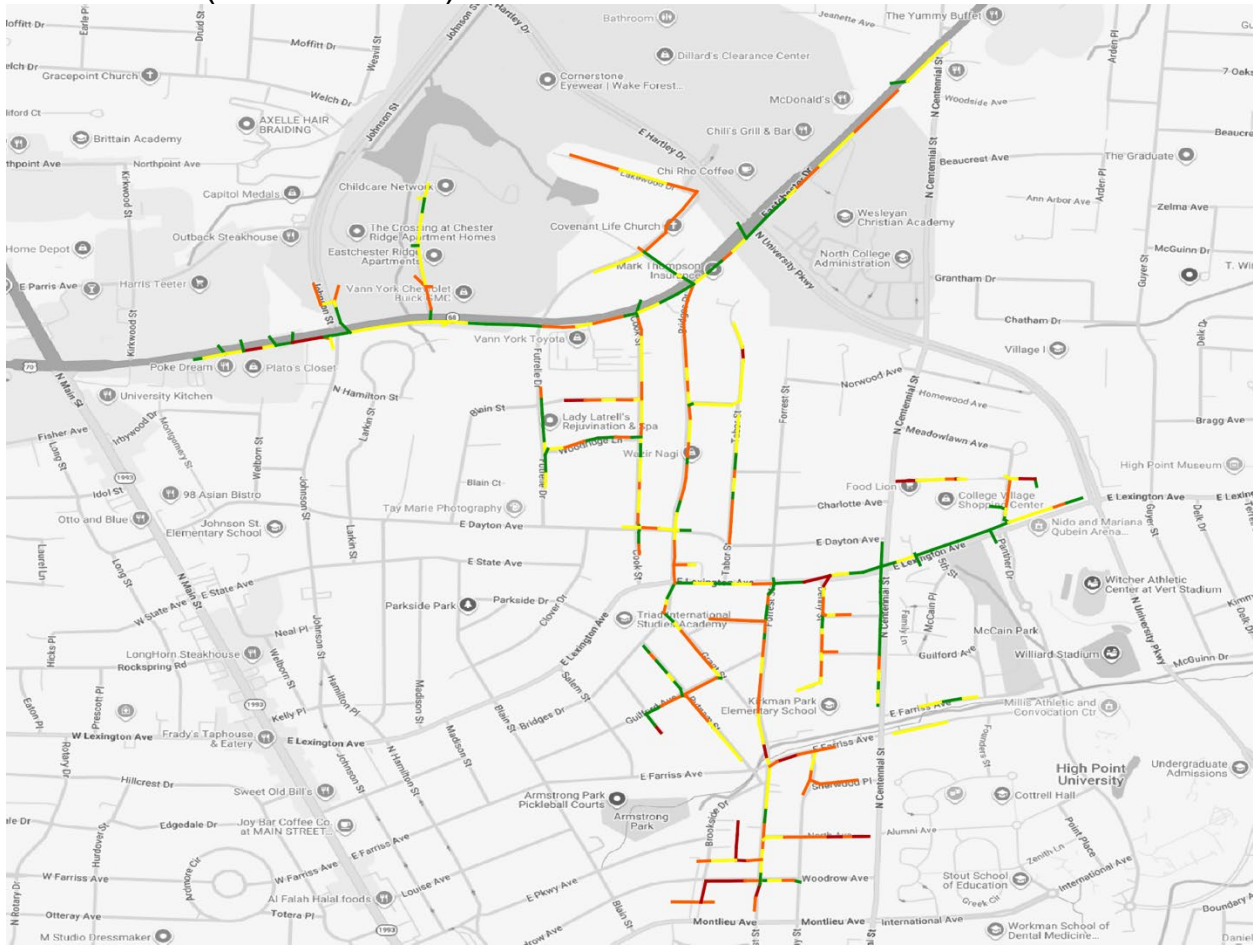


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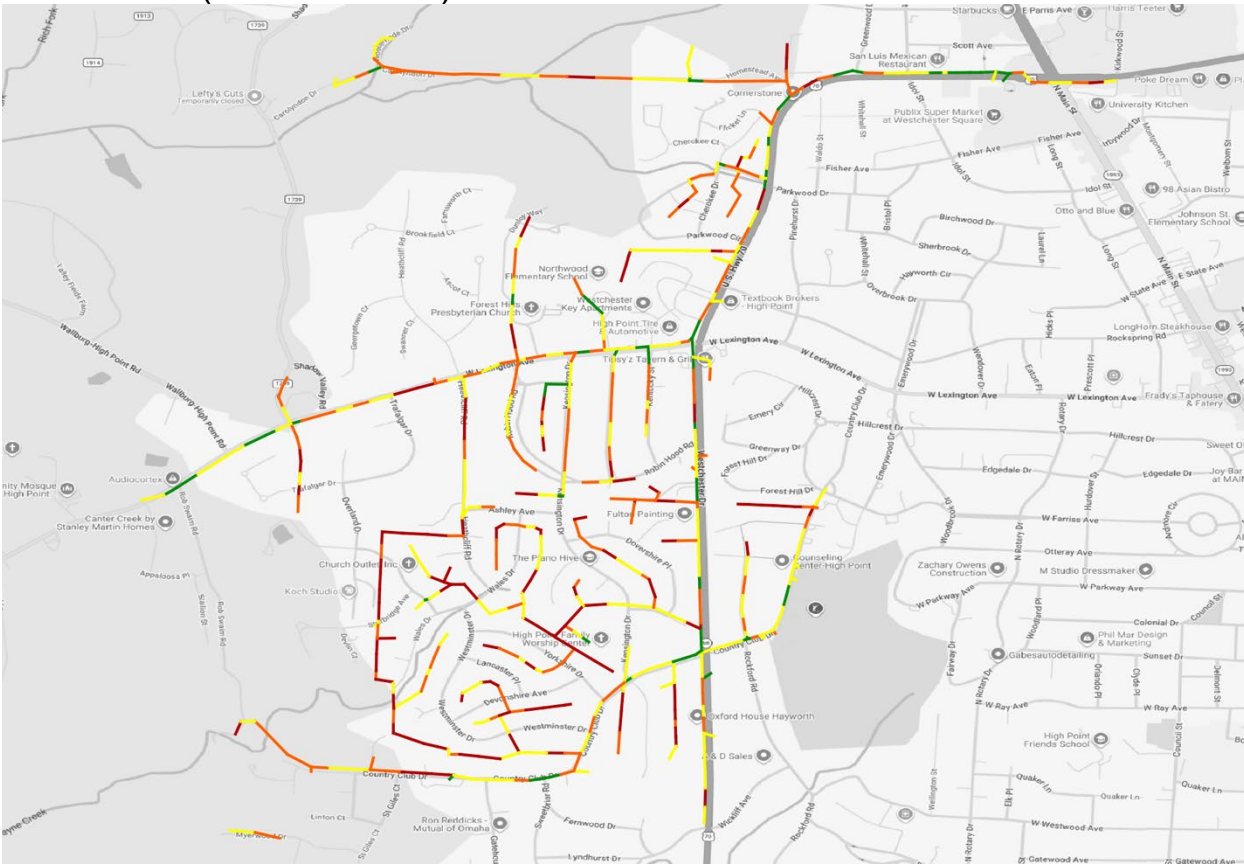
Circuit: D5 (Deep River 5)



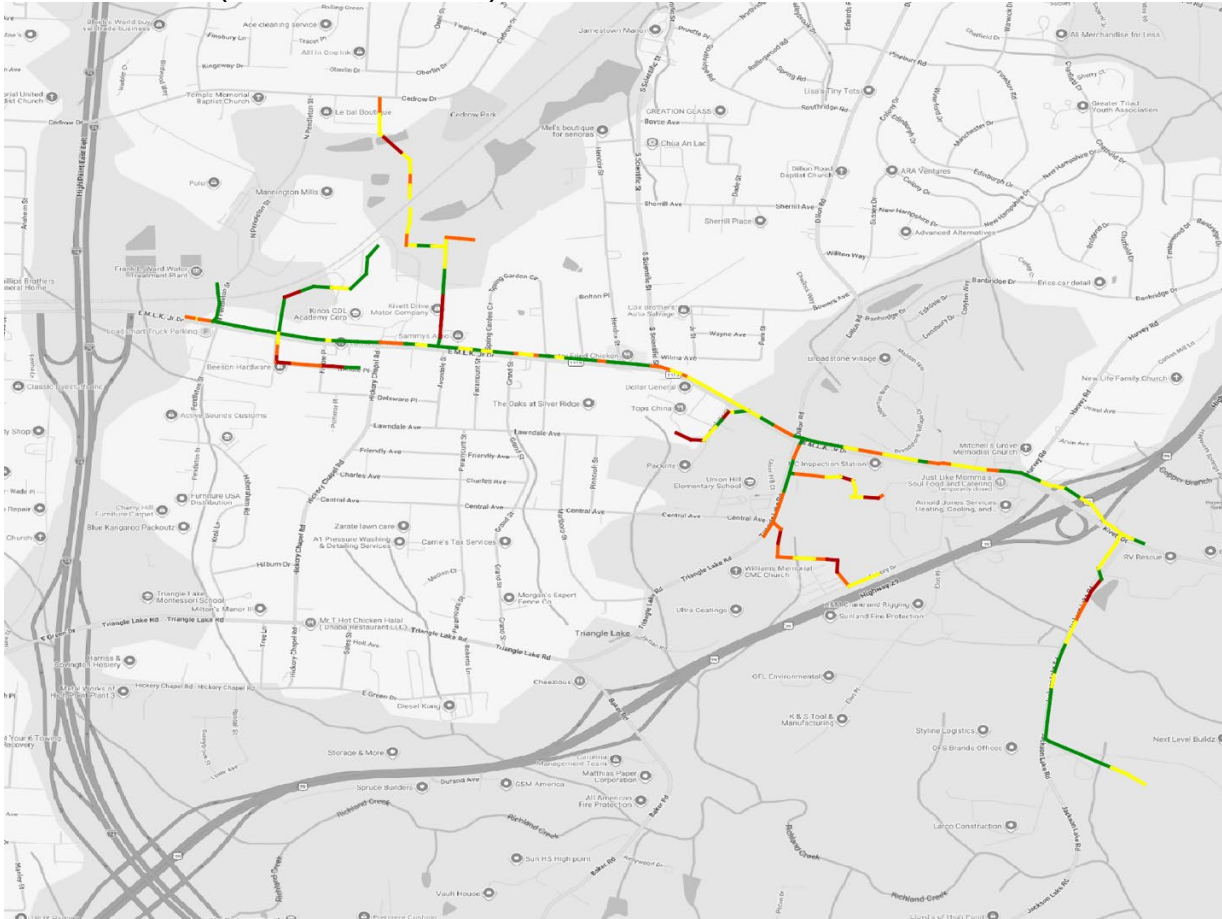
Circuit: E2 (Eastchester 2)



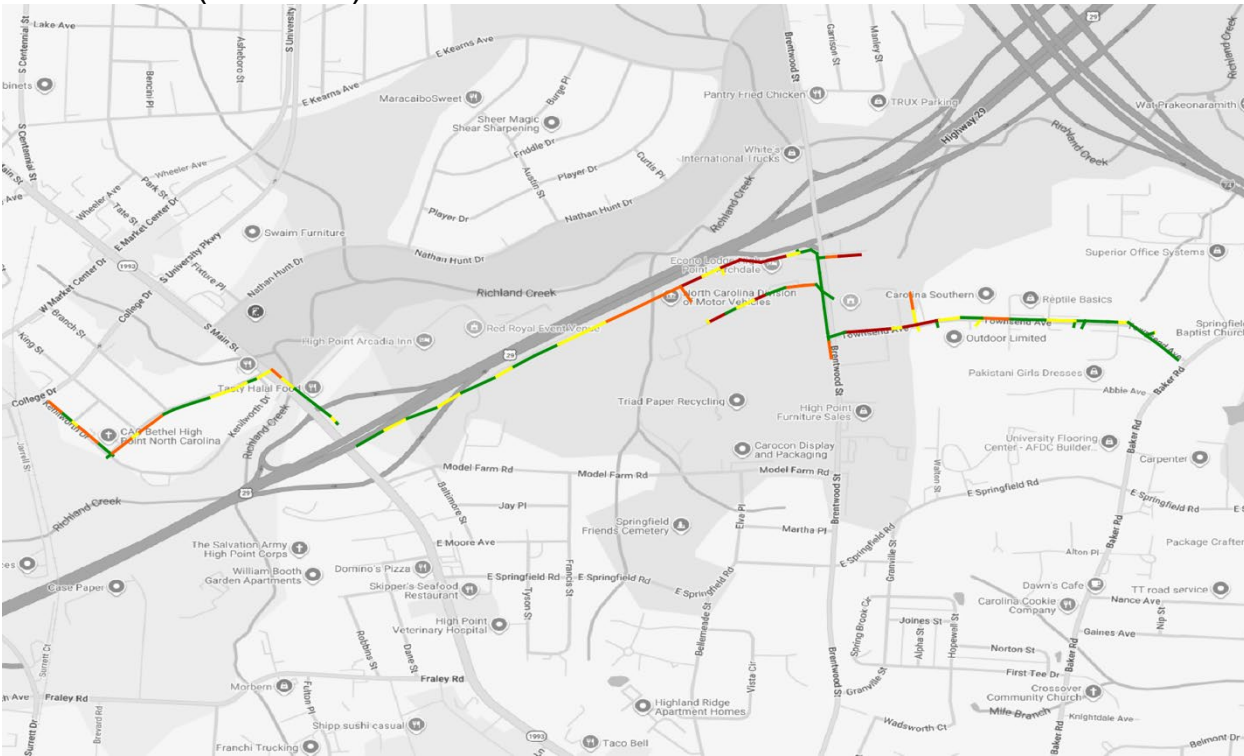
Circuit: E4 (Eastchester 4)



Circuit: JL3 (Jackson Lake 3)



Circuit: L5 (Linden 5)



The map displays a network of roads and landmarks in the High Point, NC area. Key features include:

- Major Roads:** I-40, I-77, I-85, and various local roads like W. Fairfield Rd, E. Fairfield Rd, and W. Weaver Ave.
- Landmarks and Businesses:** High Point University, High Point Furniture Sales, Carolina Southern, and various retail stores like McDonald's and Domino's.
- Colored Lines:** A network of green, yellow, orange, and red lines is overlaid on the map, likely representing a specific route or boundary system.
- Geographical Features:** The map shows the confluence of the High Point and Uwharrie Rivers.

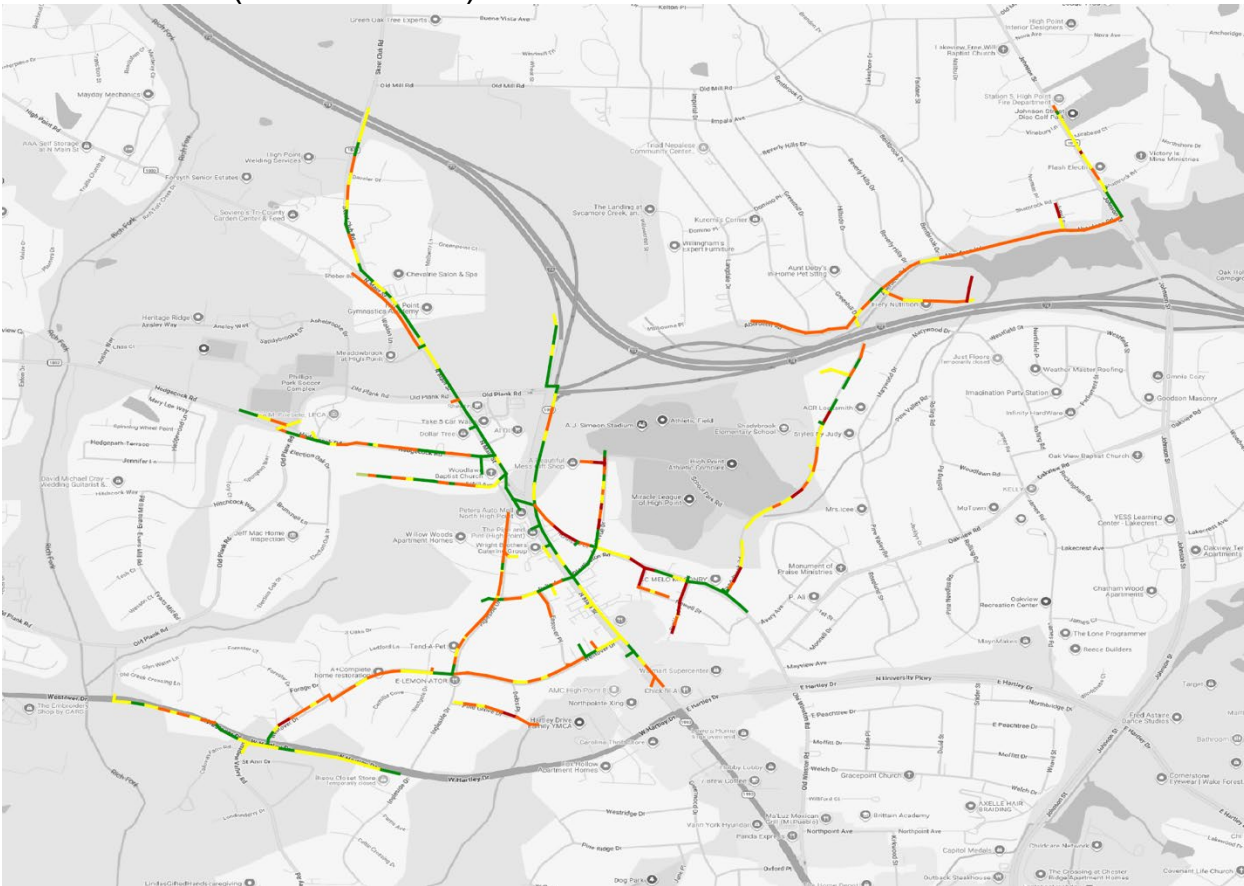
Circuit: N2 (North 2)



Circuit: N4 (North 4)



Circuit: OH3 (Oak Hollow 3)



Company Name	Circuit Trimming Total Cost	Ticket Truck Total Cost	Total Annual Cost
ABC	\$1,647,516.23	\$ 711,360.00	\$ 2,358,876.23
Asplundh	\$1,069,928.34	\$ 647,462.40	\$ 1,717,390.74
Xylem	\$1,539,012.83	\$ 585,728.00	\$ 2,124,740.83
JJM	\$1,249,498.65	\$ 1,339,520.00	\$ 2,589,018.65
Moorhead	\$4,425,117.81	\$ 716,643.20	\$ 5,141,761.01
Omega	\$1,540,349.53	\$ 2,100,800.00	\$ 3,641,149.53

Bid Tabulation
Tree Trimming by Circuit-Electric
RFP 01-070635

Company Name	Quantity	Unit Price	Circuit Trimming Total Cost	# of Removals	Tree Removal (8" - 12")	Cost	# of Removals	Tree Removal (12" - 16")	Cost	# of Removals	Tree Removal (16" - 20")	Cost	# of Removals	Tree Removal (20" - 24")	Cost	# of Removals	Tree Removal (24" or greater)	Removal Cost	Total Cost		
ABC	107.7	\$9,740.40	\$1,049,041.11	242.4520506	\$175.00	\$42,429.21	191.4099526	\$375.00	\$71,778.73	204.1706161	\$950.00	\$193,962.09	165.8886236	\$1,750.00	\$290,305.09	102.0803081	\$51.00	\$598,475.12	\$1,647,516.29	16" for 24" or greater	
Asplundh	107.7	\$8,117.53	\$876,411.98	242.4520506	\$327.04	\$79,099.81	191.4099526	\$184.92	\$35,395.53	204.1706161	\$210.18	\$42,968.92	165.8886236	\$115.75	\$32,179.33	102.0803081	\$420.85	\$42,942.18	\$181,110.38	\$1,669,526.34	16" for 24" or greater
Edman	107.7	\$8,362.02	\$909,132.11	242.4520506	\$234.00	\$56,733.92	191.4099526	\$581.00	\$111,874.82	204.1706161	\$975.00	\$199,066.31	165.8886236	\$1,428.00	\$271,725.57	102.0803081		\$120	\$676,026.60	\$1,639,563.83	16" for 24" or greater
JM	107.7	\$7,200.00	\$779,440.00	242.4520506	\$150.00	\$36,367.89	191.4099526	\$200.00	\$38,281.99	204.1706161	\$300.00	\$61,251.18	165.8886236	\$500.00	\$82,844.31	102.0803081	\$2,500.00	\$250,213.27	\$474,058.40	\$1,249,498.65	16" for 24" or greater
Woodward	107.7	\$10,636.19	\$1,129,714.90	242.4520506	\$500.00	\$123,048.80	191.4099526	\$770.00	\$147,285.68	204.1706161	\$1,250.00	\$250,213.27	165.8886236	\$1,750.00	\$290,305.09	102.0803081	\$2,000.00	\$299,109.89	\$1,126,367.91	\$1,425,117.81	16" for 24" or greater
Greene	107.7	\$9,629.71	\$972,500.90	242.4520506	\$275.00	\$66,674.47	191.4099526	\$425.00	\$81,340.73	204.1706161	\$600.00	\$122,710.80	165.8886236	\$900.00	\$146,289.79	102.0803081	\$1,350.00	\$17,831.17	\$67,849.31	\$1,490,349.93	16" for 24" or greater

DBH	Estimated # of Removals
8"-12"	242.4520506
12"-16"	191.4099526
16"-20"	204.1706161
20"-24"	165.8886236
>24"	102.0803081

Linden - 7 Circuit Tree Removals		
Circuit Line Miles:	8.44	
Size	# Of Tree Removals	Removals per Line Mile
8"-12"	19	2.25116834
12"-16"	15	1.772251185
16"-20"	16	1.895734597
20"-24"	13	1.54028436
>24"	8	0.947867298
Total Trees Removed	71	8.412322275

Labor	ABC			Asplundh			Xylem			JIM			Moorhead			Omega									
	Normal	Overtime		Normal	Overtime		Normal	Overtime		Normal	Overtime		Normal	Overtime		Normal	Overtime								
Working Foreman	\$	48.00	\$	72.00	\$	48.96	\$	72.54	\$	44.14	\$	66.21	\$	105.00	\$	137.00	\$	33.25	\$	49.88	\$	95.00	\$	142.50	
Climber	\$	45.00	\$	67.50	\$	39.23	\$	58.85	\$	38.78	\$	58.16	\$	96.00	\$	125.00	\$	27.71	\$	41.57	\$	85.00	\$	127.50	
Groundperson	\$	37.00	\$	55.50	\$	33.70	\$	50.55	\$	30.53	\$	45.79	\$	61.00	\$	79.00	\$	23.55	\$	35.33	\$	55.00	\$	82.50	
Equipment																									
Hydraulic Aerial Articulating boom 56'	\$	32.00			\$	34.71			\$	23.80			\$	70.00			\$	50.17			\$	145.00			
Hydraulic Aerial Articulating boom 70'	\$	37.00			\$	32.75			\$	28.75			\$	75.00			\$	54.98			\$	185.00			
Chipper	\$	12.00			\$	7.13			\$	6.85			\$	20.00			\$	36.94			\$	55.00			
2 Ton Dump Type Tree Truck	\$	18.00			\$	15.02			\$	14.91			\$	65.00			\$	73.58			\$	90.00			
Stump Remover	\$	15.00			\$	23.19			Cost + 5%				\$	35.00			\$	37.63			\$	125.00			
Bush Hog/Tractor	\$	75.00			\$	46.25			\$	29.29			\$	110.00			\$	34.52			\$	135.00			
Kershaw Type Heavy Brush or Tree Remover	\$	175.00			\$	161.43			\$	88.67			\$	275.00			\$	248.34			\$	235.00			
4x4 Tractor and Bush Hog	\$	85.00			\$	29.01			\$	31.74			\$	125.00			\$	57.83			\$	150.00			
L-III Trim Lift	\$	37.00			\$	34.35			\$	26.18			\$	225.00			\$	51.10			\$	210.00			
Jarratt	\$	95.00			\$	79.23			\$	68.60			\$	180.00			\$	110.07			\$	285.00			
Skid steer with forestry mulching attachment	\$	85.00			\$	46.25			\$	58.65			\$	100.00			\$	89.87			\$	225.00			
Backyard Bucket	\$	45.00			\$	47.27			\$	40.11			\$	125.00			\$	50.25			\$	140.00			
Ticket Truck																									
	ABC			Asplundh			Xylem			JIM			Moorhead			Omega									
	Hourly Rate	Annual Cost		Hourly Rate	Annual Cost		Hourly Rate	Annual Cost		Hourly Rate	Annual Cost		Hourly Rate	Annual Cost		Hourly Rate	Annual Cost								
Working Foreman	2	\$	96.00	\$	199,680.00	\$	96.72	\$	201,177.60	\$	88.28	\$	183,622.40	\$	210.00	\$	436,800.00	\$	66.50	\$	138,320.00	\$	190.00	\$	395,200.00
Groundperson	4	\$	148.00	\$	307,840.00	\$	134.80	\$	280,384.00	\$	122.12	\$	254,009.60	\$	244.00	\$	507,520.00	\$	94.20	\$	195,936.00	\$	340.00	\$	707,200.00
Hydraulic Aerial Articulating boom 70'	2	\$	74.00	\$	153,920.00	\$	65.50	\$	136,240.00	\$	57.50	\$	119,600.00	\$	150.00	\$	312,000.00	\$	109.96	\$	226,716.80	\$	370.00	\$	769,600.00
Chippers	2	\$	24.00	\$	49,920.00	\$	14.26	\$	29,660.80	\$	13.70	\$	28,496.00	\$	40.00	\$	83,200.00	\$	73.68	\$	153,670.40	\$	110.00	\$	228,800.00
Total Ticket Truck			\$	711,360.00		\$	647,462.40		\$	585,728.00		\$	1,339,520.00		\$	716,643.20		\$	2,100,800.00						

BID RECOMMENDATION

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPEN:

DESCRIPTION:

Tree Trimming for Electrical Distribution Lines

PURPOSE:

The Electric Department is responsible for trimming trees for over 450 miles of overhead transmission and distribution lines. This RFP was for a tree trimming services contractor to assist the Electric Utilities Department with tree trimming.

COMMENTS:

Electric is taking a new approach to our tree trimming program. Soliciting bids for Time & Equipment previously, we will now be bidding this service on a Lump Sum "per circuit" basis. This will allow us to complete more trimming with the same budget numbers.

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

Funds are included in the Electric Budget for this service.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
631785	527208			\$1,675,000
TOTAL BUDGETED AMOUNT				\$1,675,000

DEPARTMENT HEAD: Digitally signed by Tyler Berrier
Date: 2026.07.08 15:54:31 -04'00' DATE:

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

PURCHASING MANAGER: DATE:

FINANCIAL SERVICES DIRECTOR: DATE:

Approved for Submission to Council

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

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Resolution for the Approval of the High Point Transit System's (HPTS) Title VI Plan Revisions

FROM:

Greg Venable
Transportation Director

MEETING DATE:

July 16, 2026

PUBLIC HEARING:

No

ADVERTISED DATE/BY:

N/A

ATTACHMENTS:

1. Resolution
 2. Title VI Program
-

PURPOSE: As a primary recipient of Federal Transit Administration (FTA) funds, the City is required to comply with Title VI regulations issued by the U.S. Department of Transportation (DOT). Every three years, FTA requires the City to submit an updated Title VI program in accordance with DOT's 49 CFR Part 21.7 as a condition of receiving ongoing federal funds.

BACKGROUND: Title VI was enacted as part of the landmark Civil Rights Act of 1964. It prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance.

The HPTS Title VI Program was last adopted by City Council on March 6, 2023. FTA Circular 4702.1B requires re-adoption of the program every three years. The revisions update legal citations affected by 2025 federal actions, refresh demographic data, and reflect current staffing; no Title VI program element has been reduced or removed.

The purpose of the Title VI Program is to ensure that minorities and low-income individuals have equal access to transit services and that governing boards are aware of the civil rights responsibilities of FTA funded agencies.

BUDGET IMPACT: N/A

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a resolution approving the High Point Transit System's (HPTS) Title VI Plan revisions and authorize the appropriate City Official(s) to execute all necessary documents.

**RESOLUTION BY THE HIGH POINT CITY COUNCIL
APPROVAL OF THE TITLE VI PLAN FOR THE HIGH POINT TRANSIT SYSTEM**

WHEREAS, discrimination on the basis of race, color, and national origin is prohibited in programs and activities receiving federal financial assistance by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Federal Aid Highway Act of 1973, Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973; and

WHEREAS, as a condition of federal grants received by the City, the City must have a "Title VI Program" to implement the requirements of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Federal Aid Highway Act of 1973, Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973; and

WHEREAS, the City has prepared a program which provides for the collection of data regarding persons most impacted by transit projects; establishes a complaint process for those believed to be discriminated against under the provisions of Title VI; ensures enhanced public outreach of Title VI provisions and procedures; ensures monitoring and compliance of Title VI requirements; and requires updates to the Title VI Plan every three years

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of High Point that it hereby approves the High Point Transit System Title VI Program.

ADOPTED this the ____ day of _____ 2026.

CITY OF HIGH POINT

By: _____
Cyril Jefferson, Mayor

Attested to:

Sandra R. Keeney, City Clerk



Title VI Program



City of High Point
Transit System
P.O. Box 230
211 S Hamilton St
High Point, NC 27261

Revised June 2026

Title VI Program

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I. Overview

A. Introduction and Purpose

This plan is designed to ensure fair and equitable distribution of transportation services and facilities under the City of High Point Transit System purview. Its complementary parts consist of Title VI and the Public Involvement Process. Public participation is essential to the success of any public planning program or project. Without the involvement of local citizens, it is challenging to design a program that meets the needs of the public or to gauge the project's success. Effective public involvement not only provides transportation officials with new ideas but also alerts them to potential environmental justice concerns during the planning stage of a project. Perhaps the most critical element of public participation is to engender a sense of ownership among the people who often feel they have no voice or efficient way to influence public policy.

These reasons, combined with a national history of discrimination against persons on the basis of race, color, national origin, have led federal and state governments to set requirements to endure equity of public involvement in federally funded agencies and their associated organizations. It is through the details of these individual programs that the equity and democracy that we embrace in this city are exercised.

For the purposes of this plan, the City of High Point is the recipient of federal and state funding for the provision of public transportation services. The funding and services are administered by the transit division (High Point Transit System) of the City of High Point Department of Transportation. The transit division staff is charged with the following:

1. Making recommendations regarding transit service design and policy to improve the efficiency, effectiveness, and level of coordination of the city's transportation program, particularly with respect to the transportation needs of the city's disabled, elderly, and general public population; and
2. Developing and promoting needed transportation services and programs for city residents.

B. Objectives

The goal of the plan is to fulfill its purpose by meeting the following objectives:

1. Comply with the public involvement and environmental justice requirements of the Federal and State regulations;

2. Avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low-income populations;
3. Provide specific opportunities for High Point citizens and citizen-based organizations to discuss their views and provide input on the subject areas addressed in plans, projects, or policies;
4. Ensure full and fair participation by all potentially affected communities in the transportation decision-making process; and
5. Inform and educate citizens and other interested parties about ongoing transit planning activities in High Point and their potential role in those activities.

II. PUBLIC OUTREACH

A. Responsibilities and Objectives

High Point Transit System will coordinate with individuals, institutions, and organizations to reach out to members in the affected minority/low-income communities. We will strive to provide opportunities for public participation through means other than written communication.

B. Public Meetings

All public meetings will be held in convenient and accessible locations and facilities, with meeting materials available in various formats upon request. Requests shall be made at least 48 hours before the meeting. A variety of advertising means will be used to inform the media of public meetings. Assistance to persons with disabilities will be available upon previous request.

C. Notice to the Public

The City of High Point Transit System hereby gives public notice of its policy to uphold and assure full compliance with Title VI of the Civil Rights Act of 1964 and all related acts and statutes. Title VI and related statutes prohibiting discrimination in federally assisted programs require that no person in the United States of America shall, on the grounds of race, color, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal assistance.

Any person who believes they have been aggrieved by an unlawful discriminatory practice regarding High Point Transit System programs has a right to file a formal complaint with High Point Transit System. Any such complaint must be in writing and submitted to the High Point Transit System Title VI Compliance Officer within

one hundred eighty (180) days following the date of the alleged occurrence. The Title VI Compliance Officer may be reached via email at transit@highpointnc.gov, via telephone at (336) 883-3833, or in writing or in person at 716 W Martin Luther King Jr Drive, High Point, NC 27262 to file a complaint.

A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590

For more information regarding the civil rights program, please contact:

Title VI Compliance Officer
High Point Transit System
716 West Martin Luther King Jr Drive
High Point, NC 27262
(336) 883-3833

Este aviso está disponible en Español.

High Point Transit System will provide notice to the public of our Title VI obligations in all transit revenue service vehicles, buildings, and general transit information brochures, which are disseminated to the public throughout our service area.

This notice is posted in the following locations:

- Transit System website (<https://www.highpointnc.gov/524/Title-VI>)
- Inside all revenue service vehicles
- Front entrance to transit system administrative facility
- Front entrance to the Paratransit Operations Center
- In the passenger waiting area of the Broad Ave Terminal

D. Public Involvement Process

The main objectives are to:

1. Comply with the public involvement and environmental justice requirements of the Federal and State regulations, and provide specific opportunities for local citizens and citizen-based organizations to discuss their views and provide input on the subject areas addressed in plans, projects, or policies of High Point Transit System;
2. Inform and educate citizens and other interested parties about ongoing High Point Transit System planning activities and their potential role in those activities;
3. Work with other local and state organizations that have similar goals and requirements; and

4. Study other transit organizations that have been successful in Public Participation Efforts.

Experience has shown difficulty in reaching a diverse population and keeping them involved. Federal and State regulations require us to provide the public with information and to reach out and include traditionally under-served populations.

E. Outreach Tools

1. Public Relations

General public relations may be defined as any action that might reach any citizen, whether or not that citizen has a specific interest or knowledge regarding transportation planning. This group of techniques includes the following: announcements targeted at newspapers and radio; posters or pamphlets displayed in public places; and signs posted near future or current transportation project sites. Meetings or hearings held in public places and covered by the media can act as general public relations.

These techniques are ways to keep the general public aware of the presence of the planning organization and the status of specific projects so that they may develop an interest and choose to become better informed or actively involved.

2. Public Involvement Tools

There are a broad variety of ways to educate and engage the public. In general, the earlier public involvement is sought, the better. It is also a better use of citizens' free time to participate in a process that will determine the direction of a project that may take years to complete. Citizens may get frustrated when they are invited to join late in the process - when the values and goals have already been decided, and the details have been hammered out. The following tools are examples that will be used. The tool will be selected based on the complexity and number of persons impacted by the issue.

Special Events are held to bring attention to a specific activity or issue. Special events may take the form of a fair or special educational lecture with civic groups or other public entities. Special events are a way to expose a large number of people to a project or program.

Surveys are an efficient method of gathering input from a large number of people at an early stage of the planning process. This is particularly useful when trying to understand the goals and aspirations of a community before attempting to address any

specific problems. As an outreach tool, surveys are a good way to identify citizens who may want to become further involved. Surveys may be administered in person, on the phone, or distributed via mail, on the Internet, or in public places. Volunteers and student interns might aid a labor-intensive activity, implementation of the survey.

Community Forums and Agency Meetings are held to discuss community programs and activities, and the public is engaged to discuss their needs in general.

Public Hearings are held when a plan has been completed, and public review is required before moving forward. As with all of these tools, care must be taken to ensure that the public is made fully aware of the hearing well in advance and that the goals and values of the plan are clearly stated.

3. Direct Marketing and Education

Direct marketing and education are meant to reach out and provide specific information to parties. For example, landowners or leaders of an ethnic community may be sought out and personally invited to come to a meeting. Similarly, lower-income groups may be specifically targeted to be educated about their rights, or children or families may be targeted to begin a discussion on a specific program. Direct marketing and education can occur through direct mass mailings, radio, press advertising, or meetings with specific groups such as local clubs, homeless people, property owners, or housing authorities. It can also be through direct phone calls or meetings with key people who desire to participate in a given process. This is the most labor-intensive and potentially most fruitful way to create a diverse and active public participation process.

F. Plan Monitoring and Evaluation

Evaluation of the success of any public involvement efforts must be result-oriented. It is never safe to assume that just because people don't come to an event, they are uninterested in the project. The goal is to educate and include the public at all levels of planning, not just to invite them. Evaluation, then, must be two-fold. The first part is to track what efforts are being made and the results of those efforts; the second part is to make regular assessments of the success of a technique within a given program, and to strategize for future successes.

G. Tracking Efforts and Success

In order to measure the success of public participation efforts, it is necessary to record the efforts through the following means:

1. Keeping a log of the outreach activities;
2. Keeping copies of any print ads and transcripts of any public service announcements; and
3. Preparing notes after meetings regarding the overall tone of the meeting and any ideas or observations made regarding the process.

H. Summary of Public Outreach and Involvement Activities

Transit staff continues to work with the Community and Public Engagement Department to reach out to various communities throughout the city to provide information on the transit system and how to access the services. Specific outreach activities in the last three (3) years have been related to rebuilding ridership after the COVID-19 pandemic.

Short Range Transit Plan (SRTP) Update

High Point Transit System conducted significant public outreach during the Short Range Transit Plan (SRTP) update, including rider and community surveys, to gather input on service needs, priorities, and proposed changes. Survey opportunities were made available to riders throughout the service area, including minority and L.E.P. populations, and the input received helped shape the recommendations in the plan.

Continuous Outreach

High Point Transit System also provides continuous public outreach through its transfer station, community events and staff, who are available daily to answer questions, distribute schedules and Title VI information, assist with trip planning, and connect riders, including minority and L.E.P. populations, with available services.

Regional Events and Meetings

In addition, High Point Transit System staff regularly participate in regional events, community meetings, and coordination meetings with partner organizations to share transit information, gather public input, and engage traditionally under-served populations throughout the service area.

III. LEP FOUR FACTOR ANALYSIS

A. PURPOSE

The purpose of this assessment is to ensure compliance with Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation's implementing regulations at 49 CFR Part 21 with respect to persons with limited English proficiency (L.E.P.). Title VI of the Civil Rights Act of 1964 prohibits discrimination based on the grounds of race, color, or national origin by any entity receiving federal financial assistance.

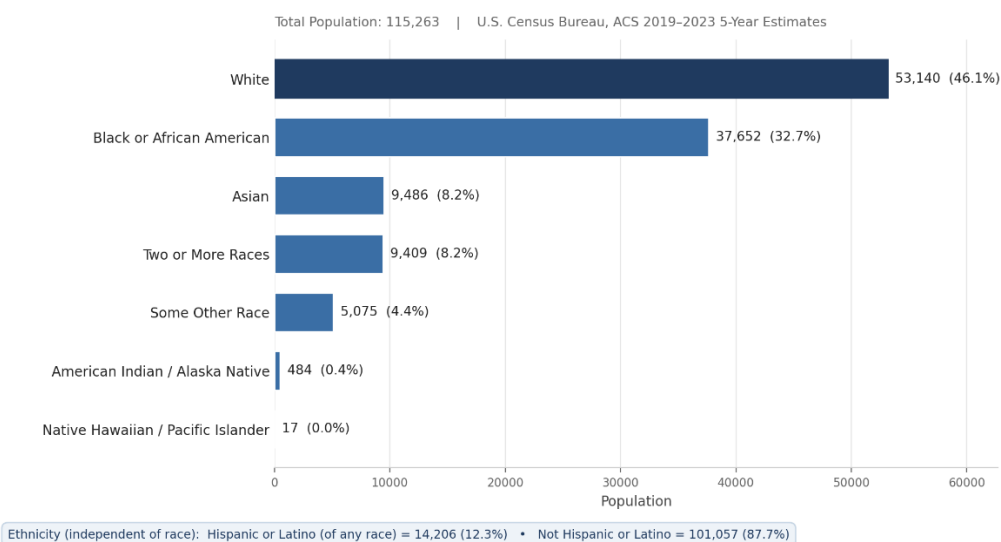
This assessment details the City of High Point Transit System self-assessment and community research and outreach to improve access to its federally conducted programs and activities by eligible individuals who are limited English proficient (L.E.P.).

B. Demography

The City of High Point Transit System has developed a demographic profile of the population served or likely to be served. The following information is based on the data available from the United States Census Bureau's 2020-2024 American Community Survey 5-Year Estimates.

The City of High Point has an estimated population of 115,263 individuals (U.S. Census Bureau, ACS 2019-2023). The race and ethnic breakout, based on the same source is below.

Population by Race — High Point, NC



15.5% of the population of High Point is foreign-born, with 22.3% of those entering the city in 2010 or later and 77.7% entering prior to 2010. 55.2% of those foreign-born

individuals are not citizens. The growth rate in the foreign-born population has continued to increase since the last plan update.

Using the 2021 Average A.C.S. data, we see that the Region of Birth of the Foreign-Born Population is as follows:

Europe	9.3%
Asia	43.0%
Africa	10.4%
Oceania	0.0%
Latin America	35.0%
North America	2.3%

23.0% of the population five (5) years of age or older in High Point speaks a language other than English at home, and 45% of that population speaks English less than "very well."

These figures have not remained static. Comparing the new 2021 estimates with the data sets available from the 2010 Census Data forward, we find that not only has the city's overall population grown, but there has also been significant growth in the foreign-born. However, the percentage of individuals who speak English less than "very well" remains high.

	2010 A.C.S. Estimate	2012 A.C.S. Estimate	2014 A.C.S. Estimate	2018 A.C.S. Estimate	2021 A.C.S. Estimate
Total Population	104,371	106,641	106,797	114,322	113,148
Foreign born	11,750 (11.3%)	12,073 (11.3%)	12,761 (11.9%)	14,951 (13.1%)	14,846 (13.1%)
Speak English less than "very well"	6,712 (57%)	7,498 (62%)	7,903 (62%)	7,116 (48%)	8,470 (57.1%)

HOUSEHOLD LANGUAGE BY LINGUISTIC ISOLATION

Total:	42,947	
English only	37,440	
Spanish:	2,438	
Linguistically isolated	916	37.6%
Not linguistically isolated	1,520	
Other Indo-European languages:	1,108	
Linguistically isolated	211	19.0%
Not linguistically isolated	897	
Asian and Pacific Island languages:	1,635	
Linguistically isolated	536	32.8%

Not linguistically isolated	1,099	
Other languages:	346	
Linguistically isolated	94	27.2%
Not linguistically isolated	252	

Data regarding linguistic isolation is not available from the 2021 American Community Survey. The data available from the 2012 American Community Survey data sample shows significant linguistically isolated households. Spanish has the greatest percentage of linguistically isolated households, followed closely by the Asian and Pacific Island languages. Even though the category "other languages" shows that 27.2% of those households are linguistically isolated, the languages are not specified, and detailed data is unavailable for the small sample size.

Using the above census data and surveying organizations that represent or work with L.E.P. populations, transit staff has determined that Spanish is the community's most significant non-English language need. Chinese, Korean, Arabic, French, and Vietnamese follow distantly; however, none meet the Safe Harbor threshold of 5% or 1,000 individuals to provide translated vital documents. World Relief, a non-profit organization that assists refugees, currently has staff, volunteers, or contractor resources to help with translating and interpreting these additional languages when necessary.

Maps in Appendix A show the relationship between the transit system fixed routes and census block groups that meet or exceed identified thresholds in the Hispanic and Asian populations. The paratransit system serves the entire city; therefore, the schedulers/dispatchers and operators could interact with individuals who speak English less than "very well" anywhere in the service area.

C. Frequency of Contact

Over the past several years, transit system staff has had regular contact with L.E.P. persons who speak non-English languages. Many foreign-born individuals who have settled in High Point cannot drive and rely upon public transit. Individuals use the service daily to go to work or school, access medical care and social services, and access retail and commercial centers.

D. Importance

Public transportation has been considered the "to" in Welfare to Work, Access to Healthcare, and several other programs or services that often are utilized by low-income, minorities, and L.E.P. persons. Without access to public transportation, many of these individuals would not be able to take advantage of other services that could potentially be life-changing or life-sustaining.

High Point Transit System has applications for programs that L.E.P. persons could use. The HPTS Access transportation service provides door-to-door transportation for the elderly and disabled. The HPTS Reduced Fare program offers reduced fares for the elderly, disabled, and Medicare card holders. High Point Transit System uses a qualified translator or interpreter when needed to communicate with L.E.P. individuals, and offers travel training to help riders, including L.E.P. individuals, learn to plan trips and use the fixed-route system independently.

Basic transit information such as rules, schedules, and "how to" information significantly impacts access to individuals who do not qualify for these special programs. However, these individuals often depend on public transportation to access education, employment, healthcare, social services, and shopping.

It has become increasingly important for nearly all transit information to be available in a format accessible for L.E.P. persons to prevent delays or denial of access to services.

E. Resources

Language Access Coordination

The Title VI Compliance Officer is assigned to coordinate and ensure meaningful access to services for L.E.P. individuals.

Points of Contact

- Office staff answering transit information lines
- Information Specialists at Broad Avenue Terminal
- Vehicle Operators
- Transit Road Supervisors

Staff

Currently, there are no transit staff persons who are bilingual. Three individuals have limited Spanish abilities.

Outside the transit system, but within the City of High Point staff, there are at least two individuals, one in Information Technology and one in Finance, who are bilingual.

Outside the City of High Point organization, staff works with the Latino Family Center and World Relief, which both have translators and interpreters available through staff, volunteers, or contractors.

The transit system is supplementing in-house resources and the services of local agencies by contracting with private companies for website translation services and telephonic interpretation services. The supplemental service will ensure that resources are readily available to meet the needs of the foreign-born L.E.P. The transit system may use family

members of the individual, including minors, to assist in interpreting for L.E.P. individuals when possible and for non-personal information only.

The transit system will provide Native-born L.E.P. individuals with whatever assistance they require to access the services. These methods include but are not limited to reading instructions and applications to the individual, filling in the information they provide orally, and directing or assisting to the correct bus or van.

IV. LIMITED ENGLISH PROFICIENT LANGUAGE ASSISTANCE PLAN

A. PURPOSE

This policy aims to ensure compliance with Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation's implementing regulations at 49 CFR Part 21 concerning persons with limited English proficiency (L.E.P.). Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin by any entity receiving federal financial assistance.

This plan details City of High Point Transit System initiatives and strategies to improve access to its federally conducted programs and activities by eligible individuals who are limited English proficient (L.E.P.).

B. Scope of Policy

These requirements will apply to High Point Transit System, including subcontractors, vendors, and subrecipients.

High Point Transit System will ensure that L.E.P. individuals are provided meaningful access to benefits and services provided through contractors or service providers receiving federal funding from the City of High Point.

C. Definitions

- A. Limited English Proficient (L.E.P.) individual – Any prospective, potential, or actual recipient of services from High Point Transit System who cannot speak, read, write, or understand the English language at a level that permits them to interact effectively with the transit system staff.
- B. Vital Documents – These forms include, but are not limited to, applications, consent forms, letters containing important information regarding participation in a program; notices pertaining to the reduction, denial, or termination of services; the right to appeal such actions, or that require a response from notices advising L.E.P. persons of the availability of free language assistance, and other outreach materials.

- C. Title VI Compliance Officer – The person responsible for compliance with Title VI policies.
- D. Substantial number of L.E.P. – 5% or 1,000 people, whichever is smaller, are potential applicants or recipients of service and speak a primary language other than English and have limited English proficiency.

D. Providing Notice to L.E.P. Individuals

The transit system will take appropriate steps to inform all applicants, recipients, community organizations, and other interested persons, including those whose primary language is other than English, of the provisions of this policy. Such notification will also identify the name, office telephone number, and office address of the Title VI compliance officer.

Jennifer Woodall, Title VI Compliance Officer
City of High Point Transit System
716 West Martin Luther King Jr Drive
High Point, NC 27262
(336) 883-3833
(336) 883-3425 (fax)
Jennifer.Woodall@highpointnc.gov

- A. The transit system will post and maintain signs in regularly encountered languages other than English in reception/waiting areas and other initial points of contact. These signs will inform applicants and recipients of service of their rights to free language assistance services and invite them to identify themselves as persons needing such services.

Areas where signs will be posted:

- Inside all revenue service vehicles;
 - Front entrance to transit system administrative facility;
 - At the Broad Ave Terminal information booth; and
 - In the Broad Ave Terminal waiting area
- B. The transit system will include statements of the right of free language assistance in Spanish and other regularly encountered languages in all outreach material that is routinely disseminated to the public (including electronic text).
 - C. The transit system will also disseminate information in the following manner:
 - A brochure is available that explains the right to free language assistance.
 - Displays and booths will include information on free language assistance.

- Information will be posted on the transit system website at <https://www.highpointnc.gov/524/Title-VI>

E. Provision of Services to L.E.P. Applicants/Recipients

A. Assessing Linguistic Needs of Potential Applicants and Recipients

1. The transit system will assess the language needs of the population to be served by identifying the following:
 - a. The language needs of each L.E.P. applicant/recipient
 - b. The points of contact where language assistance is needed; and
 - c. The resources needed to provide effective language assistance including location, availability, and arrangements necessary for timely use.

2. Determining the Language Needs of the Population to be Served

The transit system is responsible for assessing the needs of the population to be served. Such assessment will include, but not be limited to, the following:

- a. The non-English languages that are likely to be encountered.
- b. An estimate of the number of people in the community for whom English is not the primary language used for communication will be completed and updated annually. To identify the language and number of L.E.P. individuals, the transit system will review the following:
 - i. Census data
 - ii. Community agencies' data
 - iii. School system data
 - iv. Reports from federal, state, and local governments
 - v. Interviews with staff to determine the frequency of contact with L.E.P. individuals and what language was encountered
- c. The points of contact in the transit system where language assistance is likely to be needed will be identified.

3. Determining the Language Needs of Each Applicant/Recipient

The transit system will determine the language needs of each applicant/recipient. Such assessment will include, but not be limited to, the following:

- a. At the first point of contact, each applicant/recipient will be assessed to determine the individual's primary language by using the following methods:

- i. Using the applicant/recipient's statement "Hablo español" or another phrase indicating they do not speak English.
 - ii. Applicant/recipient's request for an interpreter
 - iii. Multi-language identification booklet.
- b. If the L.E.P. person does not speak or read any of these languages, the transit system will use a telephone interpreting service to identify the person's primary language.
- c. Staff will not solely rely on their own assessment of the person's English proficiency in determining the need for an interpreter. If an individual requests an interpreter, an interpreter will be provided free of charge. A declaration of the person will be used to establish the person's primary language.
- d. When staff place or receive a telephone call and cannot determine what language the other person on the line is speaking, a telephone interpreting service will be utilized in making the determination.

B. Provision of Bilingual/Interpretive Services

- 1. The transit system will ensure that effective bilingual/interpretive services are provided to serve the needs of the non-English speaking population. The provision of bilingual/interpretive services will be prompt without undue delay.
- 2. The transit system will provide language assistance to L.E.P. individuals in an office setting via person-to-person or telephone interactions using a telephone interpreter service. Language assistance to L.E.P. individuals at public meetings will be provided by contracting with an interpreter or using a volunteer interpreter. The transit system will not require the individual to pay for bilingual/interpretive services.
- 3. Interpreter Standards
 - a. Those providing bilingual/interpretive services will meet the linguistic and cultural competency standards set forth below. The transit system will ensure that interpreters have been screened to ensure that the following standards are met before being used for interpreter services:
 - i. Can fluently and effectively communicate in both English and the primary language of the L.E.P. individual
 - ii. Can accurately and impartially interpret to and from such languages and English
 - iii. Has a basic knowledge of specialized terms and concepts used frequently in the provision of the system's services.
 - iv. Demonstrates cultural competency
 - v. Understands the obligation to maintain confidentiality when appropriate

- vi. Understands the roles of interpreters and the ethics associated with being an interpreter.
- b. The transit system will ensure the competency of interpreters using the following methods:
 - i. Contracted interpreters
 - 1. Current resume or similar document showing years of experience, formal education in translation and interpretation, and accreditation from professionally recognized organizations.
 - 2. Current proof of continued education and any certifications.
 - 3. Have an understanding of transportation, specifically transit, terminology.
 - ii. Volunteer interpreters
 - 1. Native speakers
 - 2. Non-native speakers
 - a. Present resume or similar document showing years of experience, formal education in translation and interpretation, and accreditation from professionally recognized organizations.
 - b. Present proof of continued education and any certifications.
 - c. Have understanding of transportation, specifically transit, terminology.
 - d. Be approved through other agencies whose services may impact the L.E.P. population. (e.g. High Point-Thomasville Chapter of the American Red Cross International Service Committee has a bank of volunteer interpreters.)

C. Provision of Written Translations

- 1. The transit system will provide written materials in languages other than English where a substantial number or percentage of the population eligible or likely to be served by transit system programs/services needs services or information in a language other than English to communicate effectively.
- 2. If the primary language of an L.E.P. individual is a language that does not meet the threshold for translation as defined in paragraph VIID, the L.E.P. individual will be informed in their own language of the right to oral translation of written notices. The notification will include, in the individual's primary language, the following: **IMPORTANT: IF YOU NEED HELP IN READING THIS, ASK THE AGENCY FOR AN INTERPRETER TO HELP. AN INTERPRETER IS AVAILABLE FREE OF CHARGE.**

D. Staff Development and Training

1. The transit system will provide staff training initially for all employees to notify them of the policy and their responsibilities at new employee orientation and periodically as needed for refresher training or when updates occur in the plan. The training will include, but not be limited to:
 - a. Language assistance policies and procedures, resources available to support such procedures, methods of effective use of interpreters, and familiarization with the discrimination complaint process.
 - b. Cultural awareness information, including specific cultural characteristics of the group served by the agency to provide a better understanding of, and sensitivity to, the various cultural groups to ensure equal delivery of services.
2. The transit system will provide or ensure training is provided for bilingual staff and interpreters employed or utilized by the transit system. This includes the ethics of interpreting, including confidentiality; methods of interpreting; orientation to the organization; specialized terminology used by the transit system; and cultural competency.
3. The transit system will collect and maintain the following information about training provided to staff and volunteers: the date(s) of such training, the content of such training, and the names of each attendee at the training.
4. The transit system will ensure that applicable subrecipients and contractors are trained in the requirements of this policy by including appropriate language in grant agreements, contracts, M.O.U.s, or other documentation.

F. Monitoring

The transit system will complete an annual review of the L.E.P. population and language groups to determine if any new documents, programs, services, or activities need to be made accessible for L.E.P. individuals. The transit system will consider, at a minimum, the following:

1. Current L.E.P. populations in the service area
2. Frequency of encounters with L.E.P. language groups
3. Nature and importance of activities to L.E.P. persons
4. Availability of resources, including technological advances and sources of additional resources, and the costs imposed.
5. Whether existing assistance is meeting the needs of L.E.P. persons
6. Whether staff knows and understands the L.E.P. plan and how to implement it.
7. Whether identified sources for assistance are still available and viable.

G. Complaints of Discriminatory Treatment

A. Complaints

1. The transit system will provide assistance to L.E.P. individuals who do not speak or write in English if they indicate that they would like to file a complaint. A complaint will be filed in writing, contain the name and address of the person filing it or their designee, and briefly describe the alleged violation of this policy.
2. The transit system will maintain records of any complaints filed, the date of filing, actions taken, and resolution.
3. The transit system will notify the appropriate agency(ies) of complaints filed, the date of filing, actions taken, and resolution.

B. Investigation

1. The Title VI compliance officer will conduct an investigation of the allegations of the complaint. The investigation will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to the complaint.
2. The investigation will not exceed 30 days, absent a 15-day extension for extenuating circumstances.

C. Resolution of Matters

1. If the investigation indicates a failure to comply with the Act, the Title VI compliance officer or their designee will inform the violator. The matter will be resolved by one of the following means within 45 days.

- a. Employee
 - i. Retraining on the L.E.P. Policy.
 - ii. If necessary, appropriate disciplinary action will be taken per the City of High Point's Personnel Resolution.
 - b. Volunteer, Contractor or Subrecipient
 - i. Volunteer interpreter
 - 1. Written notice notifying the volunteer of the violation
 - 2. Retraining on the L.E.P. Policy
 - 3. Future violations could result in the discontinued use of the volunteer
 - ii. Contractor
 - 1. Written notice notifying the contractor of non-compliance
 - 2. Retraining on the L.E.P. Policy
 - 3. Future violations could result in termination of the contract
 - iii. Subrecipient
 - 1. Written notice notifying subrecipient of non-compliance
 - 2. Retraining on the L.E.P. Policy
 - 3. Future violations could result in termination of federal funds
2. If the matter cannot be resolved by informal means, then the individual will be informed of his or her right to appeal further to the High Point Human Relations Commission and/or the Federal Transit Administration Office of Civil Rights.

High Point Human Relations Commission
 211 South Hamilton Street, Room 117
 P. O. Box 230
 High Point, North Carolina
 (336) 883-3124

Federal Transit Administration
 Office of Civil Rights
 Attention: Title VI Program Coordinator
 East Building, 5th Floor-TCR
 1200 New Jersey Ave., SE
 Washington, DC 20590

This notice will be provided in the primary language of the L.E.P. individual.

V. TITLE VI COMPLAINT PROCESS

If you believe that you have received discriminatory treatment by High Point Transit System on the basis of your race, color, or national origin, you have the right to file a complaint with the High Point Transit System Title VI Compliance Officer.

A. Complaints

1. A complaint must be filed in writing within 180 days of the alleged violation, contain the name and address of the person filing it or their designee, and briefly describe the alleged violation of this policy. See the form in Appendix B that may be used by the complainant. The transit system will provide assistance to L.E.P. individuals who do not speak or write in English if they indicate that they would like to file a complaint.
2. The transit system will maintain records of any complaints filed, the date of filing, actions taken, and resolution. See attached complaint log.
3. The transit system will notify the appropriate agency(ies) of complaints filed, the date of filing, actions taken, and resolution.

B. Investigation

1. The Title VI compliance officer will conduct an investigation of the allegations of the complaint. The investigation will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to the complaint.
2. The investigation will not exceed 30 days, absent a 15-day extension for extenuating circumstances.

C. Resolution of Matters

1. If the investigation indicates a failure to comply with the Act, the Title VI compliance officer or their designee will inform the violator. The matter will be resolved by one of the following means within 45 days.
 - a. Employee
 - i. Retraining on the Title VI and L.E.P. policies.
 - ii. If necessary, appropriate disciplinary action will be taken per the City of High Point's Personnel Resolution.
 - b. Volunteer, Contractor or Subrecipient
 - i. Volunteer interpreter
 1. Written notice notifying volunteer of violation
 2. Retraining on the Title VI and L.E.P. policies
 3. Future violations could result in discontinued use of volunteer

- ii. Contractor
 - 1. Written notice notifying contractor of non-compliance
 - 2. Retraining on the Title VI and L.E.P. policies
 - 3. Future violations could result in termination of the contract
- iii. Subrecipient
 - 1. Written notice notifying subrecipient of non-compliance
 - 2. Retraining on the Title VI and L.E.P. policies
 - 3. Future violations could result in termination of federal funds
- 2. If the matter cannot be resolved by informal means, then the individual will be informed of their right to appeal further to either the High Point Human Relations Commission or the Federal Transit Administration Office of Civil Rights or both.

High Point Human Relations Commission
 211 South Hamilton Street, Room 117
 P. O. Box 230
 High Point, North Carolina
 (336) 883-3124

Federal Transit Administration
 Office of Civil Rights
 Attention: Title VI Program Coordinator
 East Building, 5th Floor-TCR
 1200 New Jersey Ave., SE
 Washington, DC 20590

This notice will be provided in the primary language of an L.E.P. individual.

VI. LIST OF TITLE VI COMPLAINTS

There are no active lawsuits or complaints against the City of High Point Transit System alleging discrimination on the basis of race, color, or national origin with respect to service or other transit benefits.

VII. NON-ELECTED COMMITTEES/BOARDS

Currently, there are no transit-related non-elected committees or boards.

VIII. FACILITY CONSTRUCTION EQUITY ANALYSIS

There have been no facility construction projects.

IX. SERVICE POLICIES

A. Vehicle Assignment Policy

Vehicle assignment refers to the allocation of transit vehicles to ensure that all communities receive the same quality of rolling stock benefits. Benefits include vehicle age and onboard amenities. Generally, vehicles will be assigned to routes on a rotating basis to ensure that the mileage is evenly distributed.

Route	Peak Buses	Bus Length
10 N Main St	1.5	35'
11 S Main St	1.5	35'
12 W Green Dr	1	35'
13 Montlieu Ave	1	35'
14 Westchester Dr	1	35'
16 Leonard Ave	1	35'
17 Washington Dr	1	35'
18 E Green Dr	1	35'
19 English Rd	1	35'
20 Kearns Ave	1	35'
25 Jamestown/GTCC	1	35' or 40'
Total	12	

All buses have the same features: ramped, low-floor access, air conditioning, automated fareboxes, voice annunciation systems, electronic destination signs, and bicycle racks.

B. Transit Amenities Policy

Transit amenities refer to fixed items of comfort and convenience available to the general riding public, such as bus stop benches, shelters, lighting, and bike racks. Title VI requires that such amenities be distributed equitably among minority, non-minority, and low-income households. Shelters are installed at stops with at least 20 boardings and alightings per day or stops serving the elderly and individuals with disabilities. Shelter placement is also done considering existing site conditions, public right-of-way availability, accessibility and safety issues, and pedestrian infrastructure. Benches may be placed at any stop where accessibility is provided, and placement does not compromise safety or accessibility.

X.SERVICE STANDARDS

A. Vehicle Load

The number of passengers, or load, carried per hour, measures the efficiency of service. The City of High Point's system-wide efficiency goal or Load Standard for buses is 25 passengers or more per hour. The Load Factor, measured as a percent of a fully seated load, varies with the type of vehicle. The average of all loads during the peak operating period should not exceed the vehicles' achievable capacities, as defined in the chart below.

Vehicle Type	Average Passenger Capacity			
	Seated	Standing	Total	Max Load Factor

35' Bus	32	32	64	2.00
40' Bus	39	35	74	1.90

B. Vehicle Headways

Scheduling involves considering several factors, including ridership, transit or pedestrian-friendly streets, land-use connectivity, population density, and the location of major trip generators. To provide cost-efficient yet effective transit service, the City of High Point generally operates 30-minute headways during peak and 60 minutes headways in off-peak. During off-peak, 30-minute headways may be implemented on high-ridership, high-productivity services where justified by demand.

Weekday

Route	Peak	Off-Peak
10 N Main St	30	30
11 S Main St	30	30
12 W Green Dr	30	60
13 Montlieu Ave	30	60
14 Westchester Dr	30	60
16 Leonard Ave	30	30
17 Washington Dr	30	60
18 E Green Dr	30	60
19 English Rd	30	60
20 Kearns Ave	30	60

The following route operates limited trips with irregular headways.

Route	Trips
25 Jamestown/GTCC	8

Saturday

Route	Off-Peak
10 N Main St	60
11 S Main St	60
13 Montlieu Ave	60
14 Westchester Dr	60
15 Oak Hollow Mall	60
16 Leonard Ave	60
17 Washington Dr	60
18 E Green Dr	60
19 English Rd	60
20 Kearns Ave	60

C. On-time Performance

90% of all trips will arrive on-time at the Broad Ave Terminal. On-time is defined as no earlier than 5 minutes before and no later than 4 minutes after the scheduled time.

D. Service Availability

Using the Levels of Service definitions from the Transit Capacity and Quality of Service Manual – 2nd Edition, the City of High Point will provide service to approximately two-thirds of the transit-supportive areas of the city by having a bus service within .25 miles based on current ridership and funding levels.

Local bus stops will be no more than four (4) blocks apart.

XI.MONITORING SUBRECIPIENTS

The City of High Point does not have any subrecipients.

Appendix A

CITY OF HIGH POINT TRANSIT SYSTEM MAP

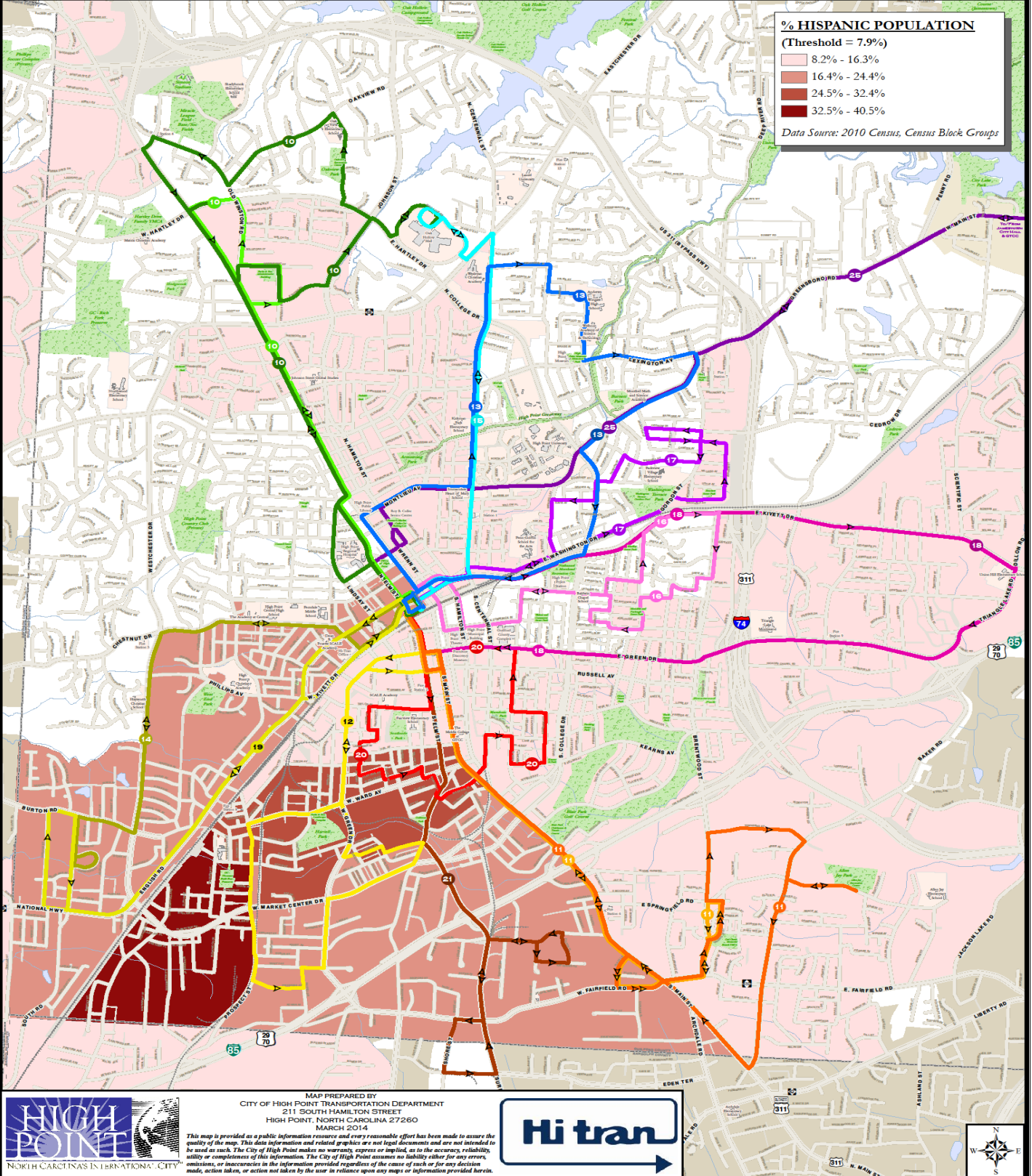
ROUTE 10: NORTH MAIN STREET	ROUTE 12: WEST GREEN DRIVE	ROUTE 16: LEONARD AVENUE	ROUTE 20: KEARNS AVENUE
ROUTE 10: NORTH MAIN STREET (SATURDAY)	ROUTE 13: MONTLIEU AVENUE	ROUTE 17: WASHINGTON DRIVE	ROUTE 21: INDUSTRIAL PARK FLYER
ROUTE 11: SOUTH MAIN STREET	ROUTE 14: WESTCHESTER DRIVE	ROUTE 18: EAST GREEN DRIVE	ROUTE 25: JAMESTOWN-GTCC
ROUTE 11: SOUTH MAIN STREET (SATURDAY)	ROUTE 15: EASTCHESTER DRIVE	ROUTE 19: ENGLISH ROAD	

% HISPANIC POPULATION

(Threshold = 7.9%)

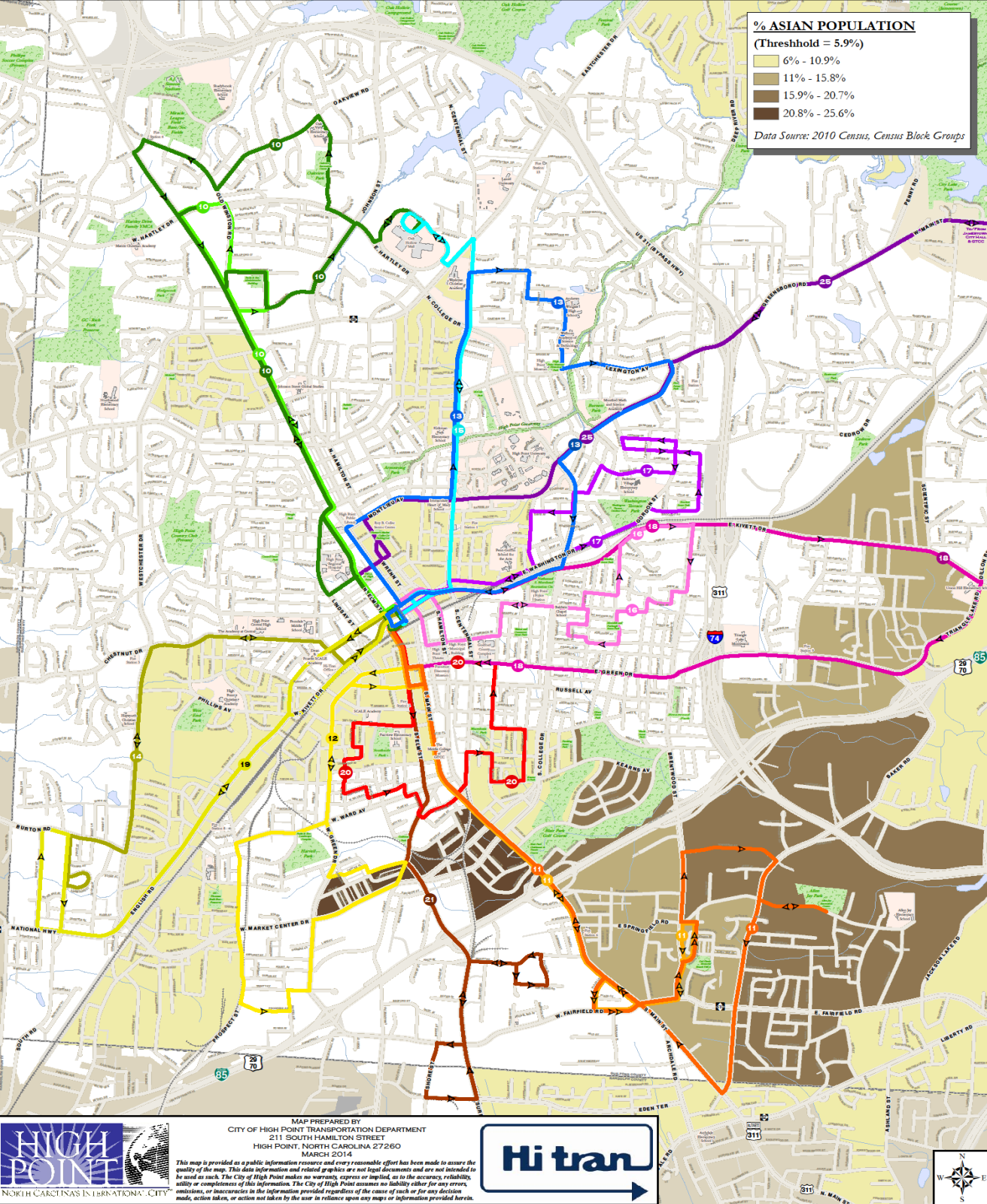
8.2% - 16.3%
16.4% - 24.4%
24.5% - 32.4%
32.5% - 40.5%

Data Source: 2010 Census, Census Block Groups



CITY OF HIGH POINT TRANSIT SYSTEM MAP

ROUTE 10: NORTH MAIN STREET	ROUTE 12: WEST GREEN DRIVE	ROUTE 16: LEONARD AVENUE	ROUTE 20: KEARNS AVENUE
ROUTE 10: NORTH MAIN STREET (SATURDAY)	ROUTE 13: MONTLIEU AVENUE	ROUTE 17: WASHINGTON DRIVE	ROUTE 21: INDUSTRIAL PARK FLYER
ROUTE 11: SOUTH MAIN STREET	ROUTE 14: WESTCHESTER DRIVE	ROUTE 18: EAST GREEN DRIVE	ROUTE 25: JAMESTOWN-GTCC
ROUTE 11: SOUTH MAIN STREET (SATURDAY)	ROUTE 15: EASTCHESTER DRIVE	ROUTE 19: ENGLISH ROAD	



Discrimination Complaint Form

Last Name:		First Name:		☐ Male
				☐ Female
Mailing Address:		City:	State:	Zip:
Home Telephone: ()	Work Telephone: ()	Email Address:		
Identify the Category of Discrimination: ☐ RACE ☐ COLOR ☐ NATIONAL ORIGIN ☐ AGE ☐ RELIGION ☐ DISABILITY ☐ SEX/GENDER ☐ INCOME STATUS				
Identify the Race of the Complainant ☐ Black ☐ White ☐ Hispanic ☐ Asian American ☐ American Indian ☐ Alaskan Native ☐ Pacific Islander ☐ Other _____				
Date and place of alleged discriminatory action(s). Please include earliest date of discrimination and most recent date of discrimination.				
How were you discriminated against? Describe the nature of the action, decision, or conditions of the alleged discrimination. Explain as clearly as possible what happened and why you believe your protected status (basis) was a factor in the discrimination. Include how other persons were treated differently from you. (Attach additional page(s), if necessary)				
The law prohibits intimidation or retaliation against anyone because he/she has either taken action, or participated in action to secure rights protected by these laws. If you feel that you have been retaliated against, separate from the discrimination alleged above, please explain the circumstances below. Explain what action you took which you believe was the cause for the alleged retaliation.				
Names of individuals responsible for the discriminatory action(s):				
Names of persons (witnesses, fellow employees, supervisors, or others) whom we may contact for additional information to support or clarify your complaint: (Attach additional page(s), if necessary)				
<u>Name</u>	<u>Address</u>	<u>Telephone</u>		
1.				
2.				
3.				
4.				

Have you filed, or intend to file, a complaint regarding the matter raised with any of the following? If yes, please provide the filing dates. Check all that apply.	
☐ U.S. Equal Employment Opportunity Commission	Date: _____
☐ Federal Highway Administration	Date: _____
☐ Federal Transit Administration	Date: _____
☐ Federal or State Court	Date: _____
☐ Other	Date: _____
Have you discussed the complaint with any High Point Transit System representative? If yes, provide the name, position, and date of discussion.	
Please provide any additional information that you believe would assist with an investigation.	
Briefly explain what remedy, or action, you are seeking for the alleged discrimination.	
**WE CANNOT ACCEPT AN UNSIGNED COMPLAINT. PLEASE SIGN AND DATE THE COMPLAINT FORM BELOW.	
_____ COMPLAINANT'S SIGNATURE	_____ DATE
MAIL COMPLAINT FORM TO: High Point Transit System Mailing: P.O. Box 230 High Point, NC 27261 Location: 716 West Martin Luther King Jr Drive High Point, NC 27262 FOR MORE INFORMATION VISIT THE WEB SITE: https://www.highpointnc.gov/524/Title-VI or call 336-883-3424	
FOR OFFICE USE ONLY Date Complaint Received: _____ Processed by: _____ Case #: _____ Referred to: ☐ High Point HRC ☐ FTA ☐ FHWA ☐ DOJ Date Referred: _____	

RESOLUTION
APPROVAL OF THE TITLE VI PLAN FOR THE CITY OF HIGH POINT

WHEREAS, discrimination on the basis of race, color, and national origin is prohibited in programs and activities receiving federal financial assistance by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Federal Aid Highway Act of 1973, Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, and

WHEREAS, as a condition of federal grants received by the City, the City must have a "Title VI Program" to implement the requirements of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Federal Aid Highway Act of 1973, Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973; and

WHEREAS, the City has prepared a program which provides for the collection of data regarding persons most impacted by transit projects; establishes a complaint process for those believed to be discriminated against under the provisions of Title VI; ensures enhanced public outreach of Title VI provisions and procedures; ensures monitoring and compliance of Title VI requirements; and requires updates to the Title VI Plan every three years;

NOW, THEREFORE, be it resolved the City Council for the City of High Point fully approves the Title VI Program.

A motion was made by _____ and seconded by
 _____ for adoption of the above resolution, and upon being put
 to a vote was duly adopted.

I, Sandra Keeney, City Clerk, do hereby certify that the above is a true and correct copy of an excerpt for the minutes of a meeting of the City of High Point duly held on the ____ day of _____ 2026.

 Signature of Certifying Official

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Contract with Hickory Sealing & Striping, Inc.

FROM:
Greg Venable
Transportation Director

MEETING DATE:
July 16, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:

1. Proposal
 2. Bid Recommendation Form
-

PURPOSE: To award a contract to Hickory Sealing and Striping, Inc. to perform long line striping and thermoplastic pavement marking on High Point-maintained city streets.

BACKGROUND: The Signs and Marking Division in the Transportation Department is responsible for new installation and replacement of long line striping and thermoplastic pavement markings on city maintained public streets. The City entered into a three-year contract with Triad Road Maintenance Company, Inc. in 2024; however, the contractor informed the City earlier this year that it was going out of business. As a result, the City advertised an invitation to bid in May 2026. Hickory Sealing and Striping, Inc. was the only contractor to submit a bid through the informal bidding process. The contract will be for an initial one-year term with the option to renew for four additional one-year terms. The annual contract amount is \$70,900, for a total potential contract amount of \$354,500 over five years. The annual cost is only slightly higher than the amount approved in 2024.

BUDGET IMPACT: Funds are available in the 2026-27 budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a contract with Hickory Sealing & Striping, Inc. in the amount of \$354,500 for long line striping and thermoplastic pavement marking services and authorize the appropriate City Official(s) to execute all necessary documents.

PROPOSAL FORM Thermoplastic Pavement Marking/Striping Services BID # 3012-061626				
DESCRIPTION	U/M	QTY	UNIT PRICE	TOTAL
<u>THERMOPLASTIC (4", 90 MILS)</u> WHITE EDGELINE	LF	200	.75	150.00
<u>THERMOPLASTIC (4", 120 MILS)</u> 10 FT WHITE SKIP	EA	500	3.00	1,500.00
2 FT WHITE MINISKIP	EA	600	2.00	1,200.00
WHITE SOLID LANE LINE	LF	3000	.85	2,550.00
YELLOW SINGLE CENTER	LF	1000	.85	850.00
YELLOW DOUBLE CENTER	LF	3000	1.70	5,100.00
<u>THERMOPLASTIC (8", 90 MILS)</u> WHITE CROSSWALK	LF	300	4.00	1,200.00
<u>THERMOPLASTIC (12", 120 MILS)</u> WHITE CROSSWALK	LF	600	5.00	3,000.00
<u>THERMOPLASTIC (24", 120 MILS)</u> WHITE STOPBAR	LF	400	8.50	3,400.00
<u>THERMOPLASTIC PAVEMENT MARKING CHARACTER (120 MILS)</u> ALPHANUMERIC CHARACTER	EA	1	150.00	150.00
<u>THERMOPLASTIC PAVEMENT MARKING SYMBOL (120 MILS)</u> LEFT TURN ARROW	EA	12	100.00	1,200.00
RIGHT TURN ARROW	EA	12	100.00	1,200.00
STRAIGHT ARROW	EA	20	100.00	2,000.00
COMBO STRAIGHT/RIGHT	EA	8	100.00	800.00
COMBO STRAIGHT/LEFT	EA	6	100.00	600.00
<u>LONG LINE PAINT</u> 4" PAINTED PAVEMENT MARKING LINES (SOLID & SKIPLINES)	LF	200,000	.23	46,000.00
TOTAL BID				\$ 70,900.00

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

Hickory Sealing and Striping
Company Name
Connelly Springs NC 28602
City State Zip
Sealitman@gmail.com
E-mail

Chely Wilcox
Signature
5-27-26
Date
828-390-2454 N/A
Telephone Fax

BID RECOMMENDATION

DEPARTMENT: Transportation

COUNCIL AGENDA DATE: July 20, 2026

BID NO.: 3012-061626 CONTRACT NO.: DATE OPEN: 6/16/2026

DESCRIPTION:

This Contract is for the installation and/or replacement of Long Line paint and thermoplastic pavement markings (TPM) in the City of High Point.

PURPOSE:

The City Transportation Department does not have the equipment necessary to perform long line paint and thermoplastic pavement marking. This is necessary for the continued maintenance of striping on City Streets

COMMENTS:

This is for a one year contract with the option of four one-year extensions at \$70,900.00 per year. We budget \$74,100 per year for striping.

RECOMMEND AWARD TO: Hickory Sealing and Striping AMOUNT: \$354,500.00

JUSTIFICATION:

Hickory Sealing and Striping was the entity that submitted a proposal through the informal bid process.

FUND	COST CENTER	GRANTS/PROJECTS	SPEND CATEGORY	ADDITIONAL WORKTAGS	BUDGETED AMOUNT
101	7105		376		
TOTAL BUDGETED AMOUNT					

DEPARTMENT HEAD: Greg Venable Digitally signed by Greg Venable
Date: 2026.06.17 13:09:45 -04'00' DATE: 1/17/2026

The Purchasing Division concurs with recommendation submitted by the Transportation and recommends
award to the lowest responsible, responsive bidder Hickory Sealing and Striping in the amount of \$354,500.00

PURCHASING
MANAGER: Candy E Harmon Digitally signed by Candy E Harmon
Date: 2026.06.17 15:25:08 -04'00' DATE: 6/17/2026

FINANCIAL SERVICES DIRECTOR: Bobby Fitzjohn Digitally signed by Bobby Fitzjohn
Date: 2026.06.17 15:46:05 -04'00' DATE: 6/17/26

Approved for Submission to Council

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

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Task Order with STV Engineers Inc. (STV)

FROM:
Greg Venable
Transportation Director

MEETING DATE:
July 16, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:

1. Task Order
 2. Estimate Summary
 3. Budget Ordinance Amendment
-

PURPOSE: This is a request to approve Task Order #1 with STV Engineers Inc. (STV) for design service related to a pedestrian bridge crossing I-74 at Cedrow Drive.

BACKGROUND: The proposed pedestrian bridge on Cedrow Drive crossing I-74 is included in the North Carolina Department of Transportation (NCDOT) State Transportation Improvement Program (STIP) as Project EB-5989. Originally constructed in 2000, the existing bridge on Cedrow Drive (Bridge No. 400831) is an undivided two-lane roadway that cannot accommodate pedestrian facilities without widening or replacing the bridge to support safe pedestrian movements. Early feasibility concepts determined the curvature of the existing span would not support widening so a new two-span bridge north of the existing roadway bridge is proposed.

Services will include:

- NEPA documentation
- Natural Resources Technical Report (NRTR)
- Section 404/401 permitting
- Roadway, Structural, Geotechnical and Hydraulic design
- Traffic control
- Signing and Pavement Marking design
- Utility coordination;
- Surveying and Cost Estimating. STV will also lead public involvement efforts and coordinate with NCDOT.

BUDGET IMPACT: Funds are available in the FY 2026-2027 budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a task order with STV Engineers Inc. in the amount of \$699,268.36 for design service for the Cedrow Drive Pedestrian

Bridge, adopt a budget ordinance amendment, and authorize the appropriate City Official(s) to execute all necessary documents.



**City of High Point Pedestrian Bridge
STIP Project EB-5989
Guilford County, NC
NCDOT Division 7
Task Order 1
June 5, 2026**

PROJECT UNDERSTANDING

The City of High Point proposes to provide a pedestrian facility along Cedrow Road over I-74 in High Point, North Carolina. The project will improve pedestrian safety and connectivity across I-74 by addressing the lack of existing pedestrian accommodations on the current structure. Bridge No. 400841, constructed in 2000, carries Cedrow Road over I-74 and consists of an undivided two-lane roadway with a 30-foot clear roadway width. The existing bridge does not accommodate pedestrian facilities and would require widening or replacement to support a pedestrian facility. The proposed pedestrian bridge will be a two-span bridge north of the existing roadway bridge.

This project is included in the North Carolina Department of Transportation (NCDOT) State Transportation Improvement Program (STIP) as Project EB-5989 and is located within NCDOT Division 7 in Guilford County. The project is partially funded through Transportation Alternatives (TA-5200) federal funding administered by NCDOT, with the remaining funds provided by the City of High Point. STV Engineers Inc. (STV) will provide planning and design services to advance the project through final design. Services will include preparation of NEPA documentation, Natural Resources Technical Report (NRTR), Preliminary Jurisdictional Determination (PJD) Request and Section 404/401 permitting; roadway and structural design; geotechnical design, hydraulic design; traffic control, signing, and pavement marking design; utility coordination; surveying; and cost estimating. STV will also lead public involvement efforts and coordinate with NCDOT and other project stakeholders throughout the duration of the project. Summit Engineering and Design (Summit) will provide borings for geotechnical services. WithersRavenel will provide Subsurface Utility Engineering (SUE) services.

1. PROJECT MANAGEMENT | (STV)

1.1. Project Management/Administration

STV will provide project administration and general coordination for assignment duration of the project, anticipated to begin in May 2026 and conclude in July 2027. This work will include the following tasks:

- Develop workplan and coordinate project work with the City of High Point Project Manager
- Revise and maintain project schedule
- Maintain project budgeting through course of the project
- Provide monthly invoices and status reports to the City of High Point
- Subconsultant coordination and management

1.2. Project Coordination

- Attend bimonthly general consulting meetings with the City of High Point Project Manager
- Coordinate via telephone, email, and virtual calls with City of High Point and NCDOT.
- Coordinate with internal project team via biweekly meetings.
- Conduct monthly internal project team meetings and monitor sub consultant activity

Deliverables:

- *Coordination meeting minutes/records of conversations as needed*
- *Monthly invoices and progress reports*

1.3. Project Contacts

City of High Point Contacts		
Andrew Edmonds	City of High Point	Transportation Planning Administrator
Phillip Craver	City of High Point	Senior Transportation Planner
Greg Venable	City of High Point	Transportation Director
Trevor Spencer	City of High Point	Engineering & Facilities Director
STV Contacts		
Patrick Livingston	STV	Principal In charge
Nicole Brown	STV	Project Manager/Structures
Jeff Turner	STV	LAP Coordinator
Michelle Lopez	STV	Planning/Environmental
Sara Loukili	STV	Roadway
Trever Reeves	STV	Utility Coordination
Tiffany Preddy	STV	Hydraulics
Tim Arey	STV	Work Zone Traffic Control
Stanrick Darnell	STV	Survey
John Pizzi	STV	Geotech
Summit Contacts		
Aaron Gross	Summit	Geotech
WithersRavenel Contacts		
John Schroeder	WithersRavenel	SUE

1.4. Anticipated Schedule

- Notice to Proceed: May 2026
- Conceptual Design: DATE TBD
- Public Meeting: DATE TBD
- Final Plans: Spring 2027

Assumptions

- Up to three (3) site visit meetings are assumed.



2. NATURAL RESOURCES | (STV)

2.1. NRTR

- STV will prepare and distribute survey notification letters to property owners within the project study area utilizing NCDOT's template.
- NRTR field work including delineation and assessment of Waters of the US, threatened and endangered species surveys, habitat assessments, and terrestrial community mapping.
- Wetland boundaries will be marked with flagging and 4-inch 20d nails and recorded with a sub-meter capable GPS unit for planning purposes. The GPS location is not to be considered a survey. The location of the wetland boundaries will subsequently be surveyed by a land surveyor with STV.
- Threatened and endangered species surveys will include one survey to be performed concurrently with the delineation effort. A second survey is necessary to capture a non-overlapping plant survey window. Small whorled pogonia survey window is mid-May to early July, and Schweinitz's sunflower survey window is late August through October.
- Prepare Natural Resources Technical Report in accordance with NCDOT guidance and template.

2.2. PJD

- Prepare and submit a Preliminary Jurisdictional Determination (PJD) request to the USACE in accordance with NCDOT's Aquatic Resource Delineation Report and Guidance.

2.3. Section 404/401 Permit and NCDWR Buffer Authorization

- Prepare and submit a Section 404/401 permit application to the USACE and DWR. It is anticipated that the project will qualify for a Nationwide Permit from the USACE.
- The application will also serve as a request for buffer authorization from NCDWR pursuant to the Randleman Lake Riparian Buffer Rules.

2.4. Attend Meetings

- A meeting on-site with agency representatives to verify jurisdictional boundaries of waters of the U.S. is anticipated.

2.5. Secure Permits

- The Natural Environment Lead will coordinate with agency representatives as needed to finalize the required permit(s) for the project.
- When the permits are received, the Natural Environment Lead will review them for any additional permit conditions required by agencies. If there are additional permit conditions, these will be included in the Project Special Commitments (Green Sheets).
 - The Natural Environment Lead will develop and upload a permit package that includes project permits and notify the appropriate staff at City of High Point and NCDOT. Approved permits are required to be in place before any construction authorized under the permit conditions can occur.

Assumptions



- Two (2) days of field work is assumed.
- One (1) on-site meeting with the agency representatives is anticipated.
- All permit application fees will be paid by STV and submitted for reimbursement to the City.
- Compensatory mitigation will be accomplished through a private mitigation bank or the NC Division of Mitigation Services in lieu fee program. Payment of mitigation costs will be the responsibility of the City.
- Formal Section 7 consultation with the USFWS is not anticipated and is not included.
- The project will qualify for a CWA Section 404 Nationwide Permit and corresponding Section 401 Water Quality Certification. An Individual Section 404 Permit or Individual Section 401 Certification would require additional services.

3. PLANNING | (STV)

3.1. Initiate NEPA Coordination

- **Merger Pre-Screening**
 - Prepare and submit draft Merger Pre-Screening Form to NCDOT EPU for concurrence.
 - Ensure Merger Pre-Screening Form uploaded to ATLAS Workbench.

Assumption:

- It is anticipated that this project will not go through the merger process, if the project is required to follow the process, support services will be provided under a supplemental task order.

- **Complete Streets Policy**
 - Complete Documentation Confirming Review of Roadway Plans for Compliance with Complete Streets Policy
 - Review Complete Streets Review Assessment (CSRA) for updates that may change pedestrian, bicycle, or public transportation facility design based upon new roadway design information.
 - Coordination with IMD based on recommendations
- **Other Data Collection and Documentation**
 - Start of study letters
 - Local input forms (EMS, School, Planner)
 - Environmental Feature Mapping
 - Local Plans Summary Matrix

3.2. Advance NEPA Documentation

- **Draft Environmental Document**
 - Prepare draft environmental document, including mapping and appendices.
 - Submit draft environmental document for City of High Point review prior to submitting to NCDOT Environmental Policy Unit (EPU) for review.

- Revise and submit draft environmental document to disciplines/units for review prior to submitting to EPU for review.
- Revise and submit draft environmental document for FHWA review.
- **Final Environmental Document**
 - Prepare and submit final environmental document for signatures.
 - Distribute signed environmental document per EPU guidance.
 - Upload final document and supporting memos, determinations, correspondence, and technical studies to ATLAS Workbench.

Assumptions:

- No section 4 (f) or Section 106 consultation anticipated. If required, it will be provided under additional services.
- Up to two (2) reviews assumed.

Deliverables:

- *Draft CE*
- *Final signed CE*
- *Comment response matrix*

3.3. ROW Consultation

STV will complete a ROW consultation document prior to executing right of way authorization if more than one year has passed since approval of the environmental document or if substantial project changes have occurred.

- **Data Collection**
 - Review previously approved environmental documentation and note changes that have occurred since then and any new policies or updates needed.
 - Review project for any design changes.
 - Review project limits and compare to approved study area to make sure all design limits fall within the approved study area.
 - Review USFWS list for additional T&E species added since latest approved environmental document.
 - Review any changes to water resources and classifications.
 - Review Project Commitment Sheet.
 - Prepare Draft ROW Consultation
 - Prepare Consultation Form per latest template and guidance provided by EPU.
 - Update Project Commitment Sheet.
 - Submit to EPU/PMU/Division for review.
 - Prepare Final ROW Consultation
 - Revise per comments
 - Submit Final Consultation

Deliverables:

- *Draft ROW Consultation*



- *Final ROW Consultation*

3.4. Construction Consultation

STV will complete a construction consultation prior to executing construction authorization if more than one year has passed since approval of the environmental document or more than one year has passed since the previous consultation.

- **Data Collection**
 - Review previously approved environmental documentation and note changes that have occurred since then and any new policies or updates needed.
 - Review project for any design changes.
 - Review project limits and compare to approved study area to make sure all design limits fall within the approved study area.
 - Review USFWS list for additional T&E species added since latest approved environmental document.
 - Review any changes to water resources and classifications.
 - Review Project Commitment Sheet.

Deliverables:

- *Draft Construction Consultation*
- *Final Construction Consultation*

4. PUBLIC ENGAGEMENT | (STV)

STV will support the City of High Point with two public engagement events for this project. This will inform stakeholders and gather input on proposed project amenities and design features. Public engagement will include a combination of in-person and virtual opportunities.

4.1. Public Involvement Coordination

- Coordinate with the City of High Point to confirm public involvement approach, schedule, and materials.

4.2. Public Meetings

- One informal local officials meeting (LOIM) and public meeting will be held in person consecutively on one evening.
- One virtual meeting will be held after revisions and comments from the in person meeting occur.
- Prepare project exhibits and materials to communicate purpose and need, conceptual alternatives, and potential impacts.
- Develop display boards, roll plots, and project handouts.
- Support meeting setup and assist with facilitation.
- Document public comments received at the meetings and summarize.



4.3. Visualization and Graphics

STV will provide renderings of the proposed project for both public meetings.

Assumptions:

- City of High point will be responsible for securing the venue location and media/press release.
- City of High Point will be the reviewer and it is assumed that it will not go through NCDOT Public Involvement, Community Studies & Visualization (PICSViz)
- Up to one in person public meeting is assumed.

Deliverables:

- *Mailing list and Postcard notification*
- *Project Informational Handout*
- *Sign-in sheets and comments sheets*
- *Displays and project renderings*
- *PowerPoint Presentation for LOIM*
- *Summary of comments and responses*

5. HUMAN ENVIRONMENT ANALYSIS | (STV)

5.1. Community Studies

STV will complete a Direct and Indirect Screening Tool (DIST)

- DIST
 - Determine Direct Community Impact Area (DCIA)
 - Examine ATLAS, GIS, and imagery data
 - Contact local schools, EMS, local planner using NCDOT Input forms.
 - Submit Draft DIST
 - Finalize DIST

Assumptions:

- CIA/ICE analysis not included in scope; if required, can be completed under supplemental fee or completed by NCDOT PICS

Deliverables:

- *Draft DIST*
- *Community Study DIST QA Checklist*
- *Final DIST uploaded to ATLAS*

5.2. Cultural Resources

STV will conduct a desktop review, field survey, and coordination with the State Historic Preservation Office (SHPO) to ensure compliance with Section 106 of the National Historic Preservation Act. STV will follow the [NCDOT Section 106 and NCGS 121-12\(a\) Review Procedures for Locally Administered Projects](#) and submit the completed [Request for New Project Environmental Review Form](#) to SHPO. STV will conduct a site visit to take photos of any property currently identified in SHPO data or over 50 years old within the Area of Potential Effect (APE) which will be required for submission of the review form.

- **Desktop Review and Coordination**

- Review available cultural resources data sources including NCDOT ATLAS, HPOWEB, and other GIS databases.
- Identify previously recorded historic properties, National Register of Historic Places (NRHP)-listed or eligible resources, and known archaeological sites within or adjacent to the study area.
- Review historic mapping, aerial photography, and background documentation to assess the potential for unidentified resources.

- **Agency Coordination**

- Coordinate with the North Carolina State Historic Preservation Office (SHPO), as needed, through NCDOT Environmental Policy Unit (EPU) or LAP processes.
- Prepare and submit a Cultural Resources Review Request (or equivalent documentation) including project mapping, photographs, and supporting information, if required.
- Respond to agency comments and provide supporting documentation for concurrence.

Assumptions:

- No historic architectural survey, archaeological survey, or Phase I/II investigations are included.
- No historic properties or archaeological sites requiring detailed evaluation are anticipated within the project limits.
- No Memorandum of Agreement (MOA) or mitigation measures are anticipated.
- If Section 106 consultation, surveys, or additional coordination is required, these services will be provided under a supplemental agreement.
- Up to one site visit is assumed.

6. ROADWAY | (STV)

6.1. Complete Design Recommendation Plan Set (25%)

STV will complete project design recommendation plan set and associated roadway tasks to establish the essential roadway design elements in accordance with NCDOT design standards. The proposed design is a bridge north of the existing roadway bridge.

- Prepare Design Criteria and Typical sections
- Complete Design recommendation Plan set
- **Horizontal and vertical alignment**
 - Develop horizontal and vertical alignments based on approved design criteria and final surveys.
 - Layout roadway and structural design elements.
 - Calculate and layout superelevation transitions.
 - Calculate and document vertical clearance.
 - Coordinate with technical disciplines/units.

- **3D Model Development**
 - Generate 3D model of proposed design
 - Layout Cross sections and limits of construction
- **Right of Way and Easement**
 - Layout preliminary Row and Easement needs
- **Potential Retaining Wall location evaluation**
 - Evaluate Roadway design for potential locations where retaining walls are cost effective in reducing impacts
 - Coordinate with other disciplines/units
 - Incorporate retaining walls into typical sections, plan sheets, and cross section sheets.
 - Develop retaining wall envelopes for each retaining wall location
- **Design recommendation Plan Set Preparation**
 - Layout title sheet, plan and profile sheets, and cross section sheets.
 - Incorporate final pavement design into typical sections (see 2PD1).
 - Develop earthwork summary.
 - QC review of draft design recommendation plan set.
 - Design Recommendation Plan Set review and finalizations
- **Submit draft Design Recommendation Plan Set.**
 - Attend Design Recommendation Plan Set Review Meeting.
 - Prepare and distribute summary of Design Recommendation Plan Set Review Meeting.
 - Revise and resubmit Design Recommendation Plan Set and responses to comments.
- **Public Hearing Map**
 - Prepare a public hearing map and graphics for visualization during the public meeting.

6.2. ROW Plans complete (75%)

Coordinate and incorporate design elements from the different disciplines including Hydraulics, Utilities, Traffic Control, Structures, Geotechnical, and Environmental.

- **Complete Right-of-Way Plans:**
 - Receive and incorporate final designs, plans, and coordination from other disciplines/Units, including Hydraulics, Utilities, Work Zone Traffic Control, Structures Management, Roadside Environmental, Geotechnical Engineering.
 - Prepare and submit a draft Right-of-Way Plan Set.
 - Revise and resubmit the Right-of-Way Plan Set and responses to comments.
- **Construction Estimate Quantities:**
 - Update quantities for pay items for proposed design.
 - Submit the quantities.
 - Revise and resubmit quantities for cost estimating.
 - Plan set QC review, Review Meeting, and Finalization
- **Complete the QC checklist.**
 - Approval of the complete Right-of-Way Plan Set.
 - Upload and/or distribute the Right-of-Way Plan to the technical disciplines/units.

6.3. Finalize the PS&E Package (100%)

Compile the Final Roadway Design Plans, Specifications, and Estimate (PS&E) with any other required documentation to assist the Contract Standards and Development Unit to develop the contract for the Advertisement and Letting Process.

- **Review set of Final Plans**
 - Prepare index of sheets, list of standard drawings, general notes, special provisions, summary plan sheets, quantities, and key documents.
 - Submit plans for NCDOT Roadway Design QC review.
 - Revise and resubmit Roadway Design Review Plan Set and contract documentation for Contract Standards Plan review.
 - Revise and resubmit Roadway Design Review Plan Set and responses to comments.
- **Final Construction Quantities**
 - Update quantities for pay items for proposed design.
 - QC quantities.
 - Submit quantities.
 - Revise and resubmit quantities.
- **Sealed Contract Roadway Design Plans**
 - Prepare and submit sealed final plans

7. STRUCTURES | (STV)

7.1. Conceptual Structure Alternatives

STV will develop a conceptual structural plan with a two-span pedestrian bridge north of the existing vehicular bridge to provide a pedestrian crossing of I-74.

- **Conceptual structural tasks include:**
 - Develop conceptual bridge layout including span arrangement and support locations
 - Evaluate conceptual prefabricated pedestrian bridge types
 - Identify conceptual foundation types
 - Coordinate with roadway geometry to maintain required vertical clearance over I-74
 - Coordinate with geotechnical engineering regarding anticipated foundation conditions
 - Identify and summarize key structural considerations, constraints, and potential challenges associated with each conceptual alternative.
 - Prepare conceptual plan and elevation layout .

7.2. Public Meeting Support

Following confirmation of the preferred alternative for a two-span pedestrian bridge north of the existing vehicular bridge, STV will prepare preliminary structural information to support the project public meeting.

- **Tasks will include:**
 - Prepare a preliminary general plan and elevation, demonstrating the general span arrangement, structure type, and approximate support locations of the proposed

structure.

- Coordinate structural information with roadway design and other project disciplines for incorporation into public meeting materials.

7.3. 65% Structural Design and Plan Development

STV will develop structural plans and perform internal quality control and agency coordination as part of the plan development process.

- Prepare draft structural plans including all overall dimensions.
- Complete internal Quality Control (QC) review of the draft structural plans in accordance with STV quality management procedures.
- Review comments received from the City of High Point.
- Revise structural plans to address review comments.
- Resubmit revised structural plans and responses to comments.
- **65% structural design includes:**
 - Establish span lengths and bridge width
 - Develop foundation types and overall sizes
 - Develop layouts for abutments/end bents and intermediate supports. End Bents are assumed to be cap on piles behind MSE Walls.
 - Coordinate bridge geometry with roadway and pedestrian approach design
- **65% structural plan sets include:**
 - Plan and elevation
 - Foundation layout
 - End Bent drawings showing overall dimensions

7.4. Complete Structural Design and Plan Development

STV will develop structural plans and perform internal quality control and agency coordination as part of the plan development process.

- Prepare draft structural plans including all elements required for construction.
- Complete internal Quality Control (QC) review of the draft structural plans in accordance with STV quality management procedures.
- Submit draft structural plans to the City of High Point for review and coordination with NCDOT.
- Review two rounds of comments received from the City of High Point and NCDOT.
- Revise structural plans to address review comments.
- Resubmit revised structural plans and responses to comments.
- Prepare and submit signed and sealed final structural plans for incorporation into the final project plan set.
- **Final structural design includes:**
 - Finalize span lengths and bridge width
 - Develop final foundation types, sizes and reinforcing
 - Develop fully detailed design for abutments/end bents and intermediate supports
 - Coordinate final bridge geometry with roadway and pedestrian approach design
 - Perform structural analysis and final design of the bridge substructure

- **Final structural plan sets include:**

- Plan and elevation
- Foundation plans
- End bent and bent details
- Reinforcing bar details and bar schedules
- Quantities
- Provide structural requirements necessary for procurement of the prefabricated pedestrian bridge system

Assumptions:

- The scope is based on the pedestrian bridge being a two-span prefabricated pedestrian truss bridge. Investigation of other alternatives will require adjustment to scope and fee. The prefabricated pedestrian bridge system will be designed by the manufacturer, who will be selected during the bid process. STV is not responsible for detailed superstructure design, internal connection design, or fabrication engineering associated with the prefabricated system. The structure is assumed to consist of two simple spans with one intermediate pier located in the median and two end bents supported on piles behind MSE walls. Approach systems, including MSE walls, and other retaining elements, are assumed to be via delegated design. STV will provide wall envelopes for the designated design. Cast-in-place retaining walls, tall wall abutments, or non-standard earth retention systems are not included in this scope. The pedestrian bridge will be designed for pedestrian loading (90 psf) only with a minimum 10-foot clear width. Vehicular loading, maintenance vehicle loading, emergency vehicle loading, and future widening are not included. No architectural, aesthetic, or signature design elements are included in this scope, including coatings, cladding, lighting, or themed treatments.

Structural Design Criteria

The pedestrian bridge will be designed in accordance with the AASHTO LRFD Bridge Design Specifications, 10th edition and the AASHTO Guide Specifications for the Design of Pedestrian Bridges, 2nd edition as applicable.

The bridge will be designed for pedestrian loading (90 psf) only and will provide a minimum 10-foot clear width. The structure will not be designed for vehicular loading.

7.5. Geotechnical Coordination

STV will coordinate with the project geotechnical engineer to support foundation design.

- **Coordination tasks include:**

- Provide foundation loads and support locations
- Review the boring plan/map for the structure
- Coordinate foundation recommendations and parameters used in structural design

7.6. Construction Phase Services

Construction phase services are limited to office-based review for general conformance with the design intent. STV will provide construction phase structural services including:

- Review of prefabricated pedestrian bridge shop drawings for general conformance with the design intent
- **Review of shop drawings including**
 - Prefabricated pedestrian bridge shop drawings
 - Reinforcing bar schedules
 - Structural material submittals
- **Responses to Requests for Information (RFIs) related to structural design**

8. HYDRAULICS | (STV)

8.1. Hydraulic Planning Report

STV will provide preliminary hydraulic recommendations in the form of a Hydraulic Planning Report (HPR). This phase will include:

- Performing a site visit to examine all existing hydraulic features associated with the existing bridge
- Completing a preliminary Stormwater Management Plan (pSMP) in compliance with NCDOT's NPDES permit and Post-Construction Stormwater Program.
- Prepare a HPR report outlining the hydraulic recommendations for the proposed project
- Perform quality control reviews on the HPR report
- This submittal will assume two (2) submittals with one (1) response to comments.

8.2. Redline Drainage

STV will provide drainage design for the approved DRPS roadway alignment and typical. A Bridge Survey Report (BSR) will not be required for this project.

- **Drainage Design Development**
 - Hydrology calculations for existing and proposed conditions
 - Hydraulic design not limited to open channel, closed-system and bridge deck drainage for the approved DRPS plan set
 - Hydraulic Calculation Report containing design assumptions, hydrology calculations, and hydraulic output tables reflecting the proposed design
 - QC review of Hydraulic Calculation Report
- **Redline Drainage Plan Preparation**
 - Layout title sheet, plan and profile sheets, and cross section sheets
 - Drainage Summary Sheet
 - QC review of Redline Drainage Plan Set.
 - This submittal will assume three (3) submittals with two (2) response to comments.

8.3. Finalize Hydraulic Design and

STV will finalize the hydraulic design in accordance with the Right-of-Way Plan Set

- **Revise Redline Drainage Plan Set for any roadway and/or structure updates**

- Update drainage design to reflect any roadway or structures updates that occurs after redline drainage approval
- QC review the Redline Drainage Plan Set
- **Finalize the Drainage Summary Sheet**
 - Update the Drainage Summary Sheet to reflect the finalized Redline Drainage Plan Set
 - QC review of the Drainage Summary Sheet
- **Finalize all drainage quantities to be incorporated into the cost estimate**
 - QC review all drainage quantities to ensure they are reflective of the finalized Redline Drainage Plan Set
- **Section 404/401 Permit and NCDWR Buffer Authorization Drawings**
 - Prepare and submit permit drawings for the necessary permit applications associated with the project
 - QC review of the permit drawings

This submittal will assume two (2) submittals with one (1) response to comments.

8.4. Erosion Control

STV will prepare Erosion Control Plans in accordance with the Right-of-Way Plan Set.

- **Plan Set Preparation**
 - Develop plan sheet for the Clearing & Grubbing Phase
 - Develop plan sheets for the Final Phase
 - Develop a title sheet, quantity sheet, and all necessary detail sheets
 - QC review of erosion control plan set
- **Quantity Take-Off**
 - Calculate quantities for all erosion control devices needed for the proposed project
 - Prepare a quantity take-off sheet
- **Support Documents to be included with the submittal**
 - HW Worksheet
 - Special Provisions

This submittal will assume three (3) submittals with two (2) response to comments.

9. UTILITY COORDINATION | (STV)

Assume: 6 utility owners - City of High Point (Power), City of High Point (water & sewer), Lumos, Segra, Piedmont Natural Gas, and Charter.

All deliverables follow STV QA/QC procedures prior to submitting.

9.1. Utility Investigation (Alternative Development)

STV will provide early utility coordination efforts during alternative development including contacting utility owners, confirming contact information, collecting maps/as-builts/GIS data, performing a site visit.



Upon collecting this information, STV's utility coordination team will provide utility feedback on the approved alternative. STV will identify "critical" utility items (i.e. transmission lines, duct banks, cabinet sites, etc.) that can significantly impact the project schedule or cost. Additionally, STV will make recommendations for mitigation of utility conflicts.

STV will provide a memo that outlines an inventory of existing utility items and their potential impacts for each alternative, as well as any recommendations for mitigation. Within the memo, STV will provide a High/Med/Low risk assessment with preliminary schedule and cost impacts.

Deliverables:

- *Utility Tech Memo*
- *High/Med/Low risk assessment with preliminary schedule and cost impacts.*

9.2. Begin Utility Coordination (to 25%)

Once an alternative has been selected, STV will continue utility coordination efforts. This effort includes continuing to review as design plans are developed to provide mitigation input to design team in an effort to minimize impacts to utilities, if possible.

Additionally, STV will schedule a utility kickoff meeting with all utility owners, City representatives, and the design team. The purpose of the "Utility Kickoff Meeting" is to provide utility owners an overview of the project, schedule, and other features that could potentially impact utilities.

At this time, STV will provide utility owners with any relevant project information including CAD/DGN and PDF files available.

Deliverables:

- *Utility Kickoff Meeting Minutes*

9.3. Continue Utility Coordination (25% to ROW)

Once drainage, grading, and other design details that impact overhead and underground utilities are available, STV will identify utility conflicts. This includes a preliminary UBO with conflict markups, including identifying any additional survey or SUE (test hole) needs. After conflicts have been identified, the latest design files (DGN, CAD, PDF) will be shared with utility owners for their review. STV will notify all utility owners of conflict/no conflict. STV will schedule a "Utility Conflict Review Meeting" with utility owners.

STV will coordinate with utility owners on the development of their utility relocation designs. Once preliminary relocation designs are received, STV will review and provide feedback to utility owners, as needed. STV will also request the City to review preliminary relocation designs and provide feedback. STV will meet with utility owners individually and jointly throughout this stage.

Additionally, STV will provide any easements required for utility relocations to the design team for implementation into the right-of-way submittal.

Deliverables:

- *Test hole request*
- *Conflict/No Conflict Letters*
- *Utility Conflict Review Meeting Minutes*
- *Utility Conflict Markups (PDF)*
- *Preliminary UBO plans with utility relocation designs*
- *Utility Owner Meeting minutes, if applicable.*
- *Updated preliminary cost and schedule for utility design and relocations*

9.4. Finalize Utility Coordination (ROW to Final)

At this time, it is assumed ROW plans have been submitted, approved, and right-of-way acquisition is underway. The timeline of utility deliverables during this stage is dependent on progression of right-of-way acquisition and barring any changes to the project design plans.

During right-of-way acquisition, STV will continue to refine utility relocation designs with utility owners based on feedback including City comments, design updates, and ongoing coordination efforts amongst all utility owners.

Once relocation plans have been finalized and approved by STV and the City, STV will request utility packages from utility owners (permits, encroachment, reimbursement agreements, etc.).

Final UBO plans are typically submitted with the final roadway/bridge plans. At this time, STV will also provide utility special provisions.

Deliverables:

- *Utility permit/agreement packages*
- *Final UBO plans*
- *Utility Special Provisions*
- *Updated cost and schedule for utility relocations.*

9.5 Utility Relocation Oversight

STV will provide ongoing coordination support and relocation oversight during utility relocations. This includes ongoing communication with utility owners before, after, and during relocations, updating the bar chart schedule, and confirming timelines/completion. STV will perform site visits before, during, and after relocations – a preconstruction meeting, site visit during relocations, and site visit to confirm completion. Assume three visits per utility owner (4 utilities relocating prior to LET). STV will notify City of progress and completion and inform the City of any issues that may arise during relocations.

Assumptions:

- STV is not performing field verification using survey grade equipment or performing staking on behalf of utilities.
- STV is overseeing relocations scheduled to occur prior to LET.
- Any relocation oversight required during bridge/project construction would require CE&I field inspectors, which could be performed under a supplemental.

Deliverables:

- *Email updates of progress*

10. WORK ZONE TRAFFIC CONTROL | (STV)

10.1 Maintenance of Traffic Narrative

- Prepare and submit maintenance of traffic narrative for two (2) alternatives, one alternative to be north of existing bridge and one south of existing bridge.
- Coordinate with Roadway Engineer to discuss potential challenges and solutions.

10.2 Initiate Transportation Management Plan 60%

Using Design Recommendation Plan Set (25% Plans), develop overall transportation management strategy, identify impacts to right of way, and identify items that required coordination with other disciplines for inclusion in the final Traffic Management Plan (TMP).

- Review Roadway Plan set, Preliminary general drawings, and current hydraulic design.
- Coordinate with Utilities team members
- Prepare and submit draft WZTC plans

Design Assumptions:

- Medium design complexity- staged construction with potential traffic shift on I-74
- Attend up to two (2) meetings for two (2) staff

10.3 Complete Transportation Management plans (100%)

Complete final traffic management plan in accordance with the guidance and references of NCDOT standards.

- Review and address comments from previous submittals
- Coordinate with Structures, Geotechnical, Hydraulics, and Roadway team
- Finalizing the plans including: Title sheet, phasing, general notes, details, plans sheets and overview sheets
- Provide estimates
- Provide appropriate special provisions
- Provided a signed and sealed plan set including any necessary signed and sealed special provisions.



11. GEOTECHNICAL | (Summit/STV)

STV will review the project conceptual designs, available project information, geologic maps, soil surveys, and the NCDOT Structure Subsurface Inventory for the Cedrow Road Bridge over I-74 (if available) to inform the project manager and design team of anticipated subsurface conditions and implications for the project as proposed.

STV will conduct a subsurface investigation program and prepare structure foundation recommendations in accordance with current version of the NCDOT Geotechnical Investigations and Recommendations Manual. Our subconsultant, Summit, will perform field investigation drilling and sampling under the oversight of STV's Lead Geotechnical Engineer. Summit will also prepare the Structure Subsurface Inventory for the proposed structure.

The following preliminary geotechnical investigation scope assumes a two-span pedestrian bridge with pile-supported end bents and a hammerhead center bent within the I-74 median. We further assume that we will only perform borings, geotechnical analyses, and foundation recommendations for one preferred alternative once identified.

11.1 Field Investigations

- Total number of borings: 3
- Rock coring depth at interior bent boring: 25 feet
- Standard Penetration Test (SPT) borings:
 - Total estimated SPT drilling footage: approximately 100 feet
 - Estimated boring depths:
 - End Bent 1 (EB1): 40 feet
 - End Bent 2 (EB2): 40 feet
 - Interior Bent (B1): 20 feet
- Boring locations: one boring at each end bent and one boring at the interior bent
- SPT sampling interval: 2.5 feet to a depth of 10 feet, then every 5 feet thereafter

11.2 Traffic Control

- Traffic control will be required for drilling operations at or adjacent to the I-74 median
- Estimated traffic control duration: two (2) days

11.3 Clearing

- No clearing is anticipated

All laboratory testing shall be performed in an NCDOT approved materials and testing laboratory in accordance with the Geotechnical Engineering Unit's Soil Laboratory Testing Procedures and Specifications. Preliminary estimate of Laboratory Tests:

- Soil Classification (AASHTO M-145): 6 tests
- Organic Content (AASHTO T-267): 3 tests
- Compressive Strength of Intact Rock Core (ASTM D2938): 3 tests



STV will perform the appropriate geotechnical analyses and prepare the following geotechnical deliverables in accordance with current version of the NCDOT Geotechnical Investigations and Recommendations Manual:

- Structure Subsurface Inventory
- Foundations Recommendations
- Foundation Tables for Structure Plans for bridges
- Structure Special Provisions

STV will perform appropriate quality reviews and complete quality checklists in accordance with the NCDOT Quality Management Program: Quality Control and Quality Assurance. STV assumes one round of comments per deliverable.

STV's Lead Geotechnical Engineer will be responsible for verifying all geotechnical deliverables in the final contract documents, including Project Plans, Foundation Plan Details and Notes, and Foundation Special Provisions.

12. SURVEY | (STV)

12.1. Job Preparation

- Develop workplan and coordinate project work with the City of High Point Project Manager
- Revise and maintain project schedule
- Maintain project budgeting through course of the project
- Provide monthly invoices and status reports to the City of High Point
- Subconsultant coordination and management

12.2. Field Work

- Coordinate via telephone, email, and virtual calls with City of High Point and NCDOT.
- Coordinate with internal project team via biweekly meetings.
- Conduct monthly internal project team meetings and monitor sub consultant activity

12.3. Office Work

- Analyze Data, Calculations, Drafting.

12.4. Field Staking

- Setting Monuments for Proposed R/W and Easements.
- Setting Construction Stakes for Grading, Drainage, Utilities, Structures, Walks, Pavement, etc.

12.5. Assumptions

- **Appendix A** shows assumed limits of survey for the project
- Based on limits shown, survey is expected to take 15 working days of field work to complete.

13. SUE QL-B & A INVESTIGATION | (WithersRavenel)

WithersRavenel will provide assistance with the horizontal and vertical location of specific utilities within the proposed project limits provided in the referenced map.

13.1. SUE Quality Level B - Utility Designation

WithersRavenel will use both Electromagnetic (EM) and Ground Penetrating Radar (GPR) equipment to designate utilities within the proposed project limits, see map. All utilities will be designated and marked using the APWA guidelines with marking paint and/or pin flags. Utilities that cannot be traced to a known structure will be noted as "Unknown" and displayed within our drawings as such. Gravity storm and sewer lines typically fall under our conventional survey task and will not be covered within this SUE Level B investigation. A detailed field sketch depicting all utility structures and designated utilities will be provided to the survey crew to assist in the survey of all identified utilities.

Assumption and Exceptions:

- For the purposes of this scope of services, WithersRavenel will ONLY be performing QL-B services within the approximately 1,200 ft stretch of Cedrow Rd. right-of-way & 450 ft of I-74 right-of-way outlined in "Exhibit A".
- No access issues or delays are anticipated as part of this scope of services. Significant delays outside of WithersRavenel's control could result in a request for additional fees.
- No site-specific training or coordination is included as part of this estimate.
- No traffic control will be required to perform SUE QL-B utility designating.

13.2. SUE Quality Level A – Test Hole

WithersRavenel will perform up to ten (10) SUE Quality Level A Test Holes on critical utilities to determine information such as size, depth, and material. All information will be incorporated into Test Hole Forms and provided to the client at the conclusion of the project. The final number of Test Holes can be decided upon the completion of the Level B SUE investigation. In addition, all test hole locations will be conventionally surveyed to obtain accurate Northing, Easting, and Top Pipe Elevation.

Assumption and Exceptions:

- All test hole locations will be accessible for full sized truck-mounted AirVac systems, and no hand digging will be required to perform these test hole locations.
- Two (2) days of traffic control setups are anticipated as part of the QL-A scope of services, and has been included as a separate line item in the below fee.
- No specialty permitting will be required to perform the indicated test holes and no cost has been included for any permitting in the fee below.

Deliverables:

- *PNZED text files in NAD83/NAVD88*
- *Survey Data processed in AutoCAD 2024, Microstation V8i, or ORD 2023*
- *Survey Report Signed and Sealed by a NC PLS of how SUE Level B&A data was located/surveyed.*
- *SUE Quality Level A – Test Hole Forms*

						Version: 2026.02.24 RL	
OVERALL SUMMARY							
TIP NUMBER:		EB-5989		When initial estimate is complete, lock initial estimates			
COUNTY:		Guilford					
TASK ORDER NUMBER: (If applicable)							
FA NUMBER: (If applicable)				WBS NUMBER(s): Firm: fill out WBS Number(s) section on "Acct Initiation Request" DOT: the Project Manager fills out the entire "Acct Initiation Request"			
ESTIMATE SUBMITTAL NUMBER: (Version Control-If needed) (Ex. Initial/V2 (initial estimate version 2))		1					
OTHER PROJECT IDENTIFIER INFORMATION: (If needed)							
DESCRIPTION: (List the project parameters; where the project starts and stops)		STIP EB-5989 Cedrow Road Pedestrian Bridge in High Point, NC					
DISCIPLINE USED: (List each discipline that will be involved in this project)		PM-Project Mgmt : EN-Natural Env : EN-Community Studies : EN-Public Involvement : EP-Env Policy : GT-Geotechnical : HY-Hydraulics : LS-Location Surveys : RD-Roadway : RE-Erosion Control : ST-Structures : TM-Work Zone Traffic Control (WZTC) : UT-Utilities Coordination					
DISCIPLINE		INITIAL			FINAL		
ITEM		WD	COST	COST/WORKDAY	WD	COST	COST/WORKDAY
PM-Project Mgmt		37.500	\$ 62,600.92	\$ 1,669.36			
Direct Costs			\$ 396.30				
EN-Natural Env		17.000	\$ 22,275.85	\$ 1,310.34			
Direct Costs			\$ 1,434.68				
EN-Community Studies		4.000	\$ 6,028.22	\$ 1,507.06			
Direct Costs			\$ -				
EN-Public Involvement		22.250	\$ 29,303.32	\$ 1,317.00			
Direct Costs			\$ 731.50				
EP-Env Policy		34.250	\$ 50,600.55	\$ 1,477.39			
Direct Costs			\$ 0.70				
GT-Geotechnical		46.000	\$ 65,699.28	\$ 1,428.25			
(Boring and Lab)			\$ -				
Foundations			\$ -				
HY-Hydraulics		54.375	\$ 82,836.45	\$ 1,523.43			
Direct Costs			\$ -				
LS-Location Surveys		41.250	\$ 35,258.95	\$ 854.76			
Direct Costs			\$ 4,120.63				
RD-Roadway		58.750	\$ 84,181.14	\$ 1,432.87			
Direct Costs			\$ -				
RE-Erosion Control		24.750	\$ 37,705.35	\$ 1,523.45			
Direct Costs			\$ -				
ST-Structures		57.250	\$ 86,411.31	\$ 1,509.37			
Direct Costs			\$ -				
TM-Work Zone Traffic Control (WZTC)		18.300	\$ 25,017.44	\$ 1,367.07			
Direct Costs			\$ -				
UT-Utilities Coordination		30.750	\$ 40,147.44	\$ 1,305.61			
Direct Costs			\$ 1,131.00				
GT-Geotechnical-SUB1		7.250	\$ 7,484.18	\$ 1,032.30			
(Boring and Lab)			\$ 18,401.80				
Foundations			\$ -				
LS-SUE-SUB1		18.500	\$ 31,470.35	\$ 1,701.10			
Direct Costs			\$ 6,031.00				
Grand Total - All Disciplines		472.175	\$ 699,268.36				
Labor, Overhead & Fee							
MANAGING DOT DISCIPLINE:		Division 7					
ENGINEERING FIRM:		STV Engineers, Inc.					
ENGINEERING FIRM CONTRACT NUMBER:		CONTRACT TYPE:		PAYMENT TYPE: LUMP SUM			
SCOPE/WORKDAY ESTIMATE PREPARED BY:		STV Engineers, Inc.			DATE:		
SCOPE/WORKDAY ESTIMATE APPROVED BY:					DATE:		
REASON FOR SUPPLEMENTAL: (If this is a supplemental to the original Scope of Services, state reason for supplemental.)							
PO NUMBER: (If Available)		SUPPLEMENTAL NUMBER: (If Applicable)					

“AN ORDINANCE AMENDING THE 2026-2027 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FEDERAL FUNDS AND THE CITY’S LOCAL MATCH FOR THE DESIGN OF THE
CEDROW DRIVE BRIDGE

Be it ordained by the City Council of the City of High Point, North Carolina, as follows:

Section 1. The proposed amendment appropriates \$559,415 in federal funds and \$139,855 in general fund reserves for the design services for the Cedrow Drive Bridge project.

Section 2. The 2026-2027 Budget Ordinance of the City of High Point should be amended as follows:

(A) That the following General Fund expenditures be amended as follows:

Transfer to General Capital Projects Fund	\$139,855
---	-----------

(B) That the following General Fund revenues be amended as follows:

Fund Balance Appropriation	\$139,855
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(C) That the following General Capital Projects Fund expenditures be amended as follows:

Design Services – Cedrow Bridge	\$699,270
---------------------------------	-----------

(D) That the following General Capital Projects Fund revenues be amended as follows:

Federal Grants	\$559,415
Transfer from General Fund	<u>139,855</u>
	\$699,270

Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. That this ordinance shall be effective from and after its passage."

Adopted by High Point City Council, this the 20th day of July 2026

Cyril Jefferson, Mayor

ATTEST

Sandra Keeney, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Sole Source Contract with 5S Technologies, LLC dba Ark Technology Consultants (Managed Network Services)

FROM:
Adam Ward
Information Technology Services Director

MEETING DATE:
July 16, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:

1. Contract
 2. Sole Source Form
-

PURPOSE: Approval of a sole source contract with Ark Technology Consultants, Inc. for managed network services.

BACKGROUND: High Point's network supports nearly every City service, making reliability and security essential. Ark Technology Consultants has partnered with the City for more than 12 years and will continue providing 24/7 monitoring of network infrastructure, proactive issue detection, firmware updates, strategic guidance, and monthly network health reporting. This investment helps minimize service disruptions for residents and ensures staff have a stable, secure network to support daily operations. The contract term is three years at a total cost of \$281,349.96. The annual costs are as follows, year one: \$91,025.28, year two: \$93,756.00, and year three: \$96,568.68.

BUDGET IMPACT: Funds are available in the FY 2026-2027 budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a three-year sole source contract with 5S Technologies, LLC dba Ark Technology Consultants in the total amount of \$281,349.96 for managed network services and authorize the appropriate City Official(s) to execute all necessary documents.

Document Number:	5STQ4026
Date:	6/3/2026
Expiration Date:	6/30/2026

Bill To:

City of High Point
211 South Hamilton Street
High Point, NC 27260

Ship To:

City of High Point
211 South Hamilton Street
High Point, NC 27260

Qty	Item Number	Description	Price	Extended Price
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This agreement is made and entered into between City of High Point and Ark Technology Consultants, Inc. with an Effective Date of July 1, 2026.

12	Networking - Year 1	Networking: a. Provide technical consultation, administration, and support of networking environment, to include projects: SD-WAN, Multi-Link SD-WAN, software/firmware/BIOS updates. b. Act as escalation point for the networking team and provide ongoing status and reporting on all efforts. i. CoHP staff will be the source of escalation for incidents requiring further attention from Ark Technologies. ii. Ark Technologies will continue to notify CoHP of critical incidents, but this is expected to be a unidirectional communication. c. Maintain network topology map. Setup tools to keep it current. d. Implement and maintain web-based interfaces for simplified configuration management & distribution. e. Serve in a proactive Problem Management role looking at network analytics and events to identify system wide adjustments to the network. f. SD-WAN service components. i. Remote monitoring of SD-WAN devices for alerts, incidents and performance. ii. Full lifecycle incident management including identification, notification of critical incidents to the CoHP network team, triage and resolution. Also includes vendor escalation as appropriate. iii. Proactive capacity, performance and availability (CPA) management to include monthly reviews of performance (CPA) and quarterly drill downs into longer term CPA trends. Adjustments to	\$7,585.44	\$91,025.28
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Qty	Item Number	Description	Price	Extended Price
		configurations are made as part of on-going management tasks and recommendations for major changes and investments are provided as required. iv. Serve as the escalation resource for the CoHP network team to troubleshoot and help resolve network issues that are cross-domain (ISP, local circuits, NIDs, etc.) v. Proactively plan and perform SD-WAN wide upgrades to the FortiOS firmware for all devices at least twice a year with additional patching to support updates for critical vulnerabilities. vi. Manage the test and rollout process including coordinating scheduled downtime (SDT) with CoHP staff. g. Service hours from 8am to 5pm Monday – Friday excluding National holidays.		
12	Networking - Year 2	Networking: a. Provide technical consultation, administration, and support of networking environment, to include projects: SD-WAN, Multi-Link SD-WAN, software/firmware/BIOS updates. b. Act as escalation point for the networking team and provide ongoing status and reporting on all efforts. i. CoHP staff will be the source of escalation for incidents requiring further attention from Ark Technologies. ii. Ark Technologies will continue to notify CoHP of critical incidents, but this is expected to be a unidirectional communication. c. Maintain network topology map. Setup tools to keep it current. d. Implement and maintain web-based interfaces for simplified configuration management & distribution. e. Serve in a proactive Problem Management role looking at network analytics and events to identify system wide adjustments to the network. f. SD-WAN service components. i. Remote monitoring of SD-WAN devices for alerts, incidents and performance. ii. Full lifecycle incident management including identification, notification of critical incidents to the CoHP network team, triage and resolution. Also includes vendor escalation as appropriate. iii. Proactive capacity, performance and availability (CPA) management to include monthly reviews of performance (CPA) and quarterly drill downs into longer term CPA trends. Adjustments to configurations are made as part of on-going management tasks and recommendations for major changes and investments are provided as required. iv. Serve as the escalation resource for the CoHP network team to troubleshoot and help resolve network issues that are cross-domain (ISP, local circuits, NIDs, etc.) v. Proactively plan and perform SD-WAN wide	\$7,813.00	\$93,756.00

Qty	Item Number	Description	Price	Extended Price
		upgrades to the FortiOS firmware for all devices at least twice a year with additional patching to support updates for critical vulnerabilities. vi. Manage the test and rollout process including coordinating scheduled downtime (SDT) with CoHP staff. g. Service hours from 8am to 5pm Monday – Friday excluding National holidays.		
12	Networking - Year 3	Networking: a. Provide technical consultation, administration, and support of networking environment, to include projects: SD-WAN, Multi-Link SD-WAN, software/firmware/BIOS updates. b. Act as escalation point for the networking team and provide ongoing status and reporting on all efforts. i. CoHP staff will be the source of escalation for incidents requiring further attention from Ark Technologies. ii. Ark Technologies will continue to notify CoHP of critical incidents, but this is expected to be a unidirectional communication. c. Maintain network topology map. Setup tools to keep it current. d. Implement and maintain web-based interfaces for simplified configuration management & distribution. e. Serve in a proactive Problem Management role looking at network analytics and events to identify system wide adjustments to the network. f. SD-WAN service components. i. Remote monitoring of SD-WAN devices for alerts, incidents and performance. ii. Full lifecycle incident management including identification, notification of critical incidents to the CoHP network team, triage and resolution. Also includes vendor escalation as appropriate. iii. Proactive capacity, performance and availability (CPA) management to include monthly reviews of performance (CPA) and quarterly drill downs into longer term CPA trends. Adjustments to configurations are made as part of on-going management tasks and recommendations for major changes and investments are provided as required. iv. Serve as the escalation resource for the CoHP network team to troubleshoot and help resolve network issues that are cross-domain (ISP, local circuits, NIDs, etc.) v. Proactively plan and perform SD-WAN wide upgrades to the FortiOS firmware for all devices at least twice a year with additional patching to support updates for critical vulnerabilities. vi. Manage the test and rollout process including coordinating scheduled downtime (SDT) with CoHP staff. g. Service hours from 8am to 5pm Monday –	\$8,047.39	\$96,568.68

Qty	Item Number	Description	Price	Extended Price
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Friday excluding National holidays.

Billing will be based on monthly usage but will never fall below base contracted amounts as outlined above.

Any changes to this agreement will be executed via signed addendums.

If any license costs to Ark Technology, Inc. increase during the term of this agreement, that increase will be passed through to the customer via a signed addendum.

Any travel related to this agreement will be billed outside of the amounts listed above.

*Time and Materials Services:
Any onsite support or other services, including projects, will be billed outside of this agreement and rates will be defined in a separate SOW.*

*Payments:
Payment terms are net 30 days from date of invoice.
Invoices will include all applicable sales tax. Past due invoices will have interest added at a rate of 1.5% per month.*

*Increase:
This contract will increase at a rate of 3% at the beginning of each contract year.*

*Term and Termination:
The term of this Agreement commences on the Effective Date and terminates either on June 30, 2029 (the "Initial Term") or after 36 monthly billing cycles, whichever comes first, and shall thereafter auto-renew for additional successive 1-year terms with a 3% increase unless and until either Party provides written notice of nonrenewal at least 60 days before the end of the then-current term.*

SubTotal	\$281,349.96
Estimated Tax	\$18,991.12
Shipping	Actuals will be invoiced

TOTAL \$300,341.08

Accepted By: _____

Accepted Date: _____

SOLE SOURCE JUSTIFICATION FORM

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

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

Requisition #

Vendor:

Item(s):

Justification:

The City of High Point recommends award of this contract to Ark Technology Consultants without competitive bidding based on a twelve-year sole source relationship. Ark has developed institutional knowledge of the City's network architecture, configurations, and operational history that cannot be replicated by a new vendor without significant onboarding time and risk to service continuity. The City's network supports critical functions including public safety communications, utility billing, permitting, and finance systems serving residents, and the risk of a vendor transition is disproportionate to any benefit from competitive solicitation. The contract term is three years at a total cost of \$300,341.08. The annual costs are as follows, year one: \$91,025.28, year two: \$93,756.00, and year three: \$96,568.68.

Estimated expenditure for the above item(s):

Accounting Unit and Account(s):

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

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

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

Department Head/Authorized Personnel Digitally signed by Adam Ward
Date: 2026.06.01 18:04:13 -04'00'

Department/Division Date

APPROVAL PROCESS

Purchasing Manager Digitally signed by Candy E Harmon
Date: 2026.06.12 10:49:59 -04'00'

Financial Services Director Digitally signed by Bobby Fitzjohn
Date: 2026.06.12 15:26:01 -04'00'

City Council (\$30,000 – Up)

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Contract with 5S Technologies, LLC dba Ark Technology Consultants (Core Network Services)

FROM:
Adam Ward
Information Technology Services Director

MEETING DATE:
July 16, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Contract

PURPOSE: Approval of a contract with Ark Technology Consultants for the replacement of the City's Cisco Nexus core network infrastructure.

BACKGROUND: The City's core network is the backbone through which residents reach hosted City systems, such as utility billing, online payments, and permit applications, and through which departments access critical infrastructure, including public safety and utility operations. The Nexus 9500 core switch chassis remain supported, but their line cards are approaching end of life, and the Nexus 9300 switches cannot accept new cards and must be replaced. This project replaces four Nexus 9300 switches, refreshes the line cards and fabric modules in the existing Nexus 9500 chassis, and includes 348 hours of implementation services and five-year support and licensing through June 2031. The total cost is \$718,508.68, procured through Ark Technology Consultants, the City's partner of more than 12 years, under the competitively bid National Cooperative Purchasing Alliance (NCPA) Contract #01-169.

BUDGET IMPACT: Funds are available in the FY 2026-2027 budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a five-year contract with 5S Technologies, LLC dba Ark Technology Consultants in the total amount of \$718,508.68 for Cisco Nexus core network infrastructure services and authorize the appropriate City Official(s) to execute all necessary documents.



Ark Technology Consultants

Document Number:	5STQ4062-04
Date:	7/6/2026
Expiration Date:	7/21/2026

Bill To:

City of High Point
211 South Hamilton Street
High Point, NC 27260

Ship To:

City of High Point
211 South Hamilton Street
High Point, NC 27260

Qty	Item Number	Description	Price	Extended Price
NCPA 01-169				
N9K-C93108TC				
2	N9K-C93108TC-FX3	Nexus 9300 with 48p 100M/1/10GT & 6p 40/100G QSFP28+	\$13,779.37	\$27,558.74
<i>NTE: \$41,011.48</i>				
2	CON-SNTP-N9KTCFX3	SNTP-24X7X4 Nexus 9300 with 48p 100M/1/10GT 6p 40	\$12,122.41	\$24,244.82
<i>60 Month Term NTE: \$13,769.00</i>				
2	MODE-NXOS	Mode selection between ACI and NXOS	\$0.00	\$0.00
2	NXOS-CS-10.6.2F	Nexus 9300, 9500, 9800 NX-OS SW 10.6.2 (64bit) Cisco Silicon	\$0.00	\$0.00
2	DCN-OTHER	Select if this product will NOT be used for AI Applications	\$0.00	\$0.00
2	NXOS-SLP-INFO-9K	Info PID for Smart Licensing using Policy for N9K	\$0.00	\$0.00
2	NXK-AF-PI	Dummy PID for Airflow Selection Port-side Intake	\$0.00	\$0.00
8	NXA-SFAN-35CFM-PI	Nexus Fan, 35CFM, port side intake airflow /w EEPROM	\$0.00	\$0.00
2	MEM-UPG-OPT-OUT	OPT OUT PID FOR MEM UPGRADE USE ONLY	\$0.00	\$0.00
4	NXA-PAC-500W-PI	Nexus NEBs AC 500W PSU - Port Side Intake	\$0.00	\$0.00

Qty	Item Number	Description	Price	Extended Price
4	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	\$0.00	\$0.00
2	NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	\$0.00	\$0.00
2	C1A1TN9300XF-5Y	DCN Advantage Term N9300 XF, 5Y	\$16,227.00	\$32,454.00
NTE: \$31804.92				
2	SW-OTHER	Select if this product will NOT be used for AI Applications	\$0.00	\$0.00
2	SVS-B-N9K-ADV-XF	EMBEDDED SOLN SUPPORT SWSS FOR NEXUS 9K	\$0.00	\$0.00
SubTotal			\$84,257.56	
N9K-C93180YC				
2	N9K-C93180YC-FX3	Nexus 9300 48p 1/10/25G, 6p 40/100G, MACsec,SyncE	\$13,142.70	\$26,285.40
NTE: \$39,116.56				
2	CON-SNTP-N9KC93X3	SNTP-24X7X4 Nexus 9300 48p 1/10/25G, 6p 40/100G, MAC	\$12,122.41	\$24,244.82
60 Month Term NTE: \$13,769.00				
2	MODE-NXOS	Mode selection between ACI and NXOS	\$0.00	\$0.00
2	NXOS-CS-10.6.2F	Nexus 9300, 9500, 9800 NX-OS SW 10.6.2 (64bit) Cisco Silicon	\$0.00	\$0.00
2	DCN-OTHER	Select if this product will NOT be used for AI Applications	\$0.00	\$0.00
2	NXOS-SLP-INFO-9K	Info PID for Smart Licensing using Policy for N9K	\$0.00	\$0.00
2	NXK-AF-PI	Dummy PID for Airflow Selection Port-side Intake	\$0.00	\$0.00
2	NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	\$0.00	\$0.00
8	NXA-FAN-35CFM-PI	Nexus Fan, 35CFM, port side intake airflow	\$0.00	\$0.00
2	NXK-MEM-16GB	Additional memory of 16GB for Nexus Switches	\$1,063.82	\$2,127.64
NTE: \$3,166.25				
4	NXA-PAC-650W-PI	Nexus NEBs AC 650W PSU - Port Side Intake	\$0.00	\$0.00

Qty	Item Number	Description	Price	Extended Price
4	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	\$0.00	\$0.00
2	C1A1TN9300XF-5Y	DCN Advantage Term N9300 XF, 5Y	\$16,227.00	\$32,454.00
NTE: \$31,804.92				
2	SW-OTHER	Select if this product will NOT be used for AI Applications	\$0.00	\$0.00
2	SVS-B-N9K-ADV-XF	EMBEDDED SOLN SUPPORT SWSS FOR NEXUS 9K	\$0.00	\$0.00
SubTotal			\$85,111.86	
N9K-C9504 Line Cards				
2	N9K-X9788TC-FX=	Nexus 9500 48p 1/10GBaseT and 4p 100G line card	\$9,996.83	\$19,993.66
NTE: \$29,753.53				
2	N9K-X97160YC-EX=	Nexus 9500 NX-OS linecard, 48p 10G/25G with 4p 100G QSFP28	\$10,227.82	\$20,455.64
NTE: \$30,441.01				
8	N9K-C9504-FM-E=	Fabric Module for N9504 with 100G support, ACI and NX-OS	\$7,753.13	\$62,025.04
NET: \$23,075.64				
SubTotal			\$102,474.34	
Smartnet and DNA on existing N9K-C9504				
4	CON-SNT-N9504	Smartnet Totalcare, 8X5XNBD	\$53,993.96	\$215,975.84
NCPA NTE: \$62,251.85				
Contract# 204038838 Serial# FOX2224PCA7, FOX2223PAVE, FOX2441P58G, FOX2441P6TS Term: 6/15/2026 - 6/14/2031				
4	C1-N9K-ADD-T	Cisco DCN Subscription for Nexus 9000 - CHOOSE QTY 1 HERE	\$0.00	\$0.00
4	C1A1TN9500M4-5Y	DCN Advantage Term N9500 M4, 5Y	\$35,922.27	\$143,689.08
NTE: \$87,476.17				
4	SVS-B-N9K-ADV-M4	EMBEDDED SOLN SUPPORT SWSS FOR NEXUS 9K	\$0.00	\$0.00

Qty	Item Number	Description	Price	Extended Price
SubTotal			\$359,664.92	
348	ARK Professional Services	Network Upgrade and Implementation Services, N9K Core Refresh	\$250.00	\$87,000.00
SubTotal			\$87,000.00	
SubTotal			\$718,508.68	
Estimated Tax			\$0.00	
Shipping			Actuals will be invoiced	
TOTAL			\$718,508.68	

Accepted By: _____

Accepted Date: _____

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Sole Source Contract with 5S Technologies, LLC dba Ark Technology Consultants (ThreatLocker)

FROM:
Virginia Baskins
Assistant Information Technology Director

MEETING DATE:
July 16, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Quote
2. Sole Source Request Form

PURPOSE: To renew the City's ThreatLocker zero-trust endpoint security platform.

BACKGROUND: ThreatLocker prevents cyberattacks by using a default deny model to block unauthorized software, control network traffic, restrict application behavior, and enforce elevation control. ThreatLocker permits only explicitly approved applications and scripts to execute on the City's network. The total contract amount for the three-year term is \$273,457.44, with annual payments of \$91,152.48.

Year 1 (FY 2026-27) - \$91,152.48
Year 2 (FY 2027-28) - \$91,152.48
Year 3 (FY 2028-29) - \$91,152.48

BUDGET IMPACT: Funds are available in the 2026-27 budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a three-year sole source contract with 5S Technologies, LLC dba Ark Technology Consultants in the amount of \$273,457.44 for the renewal of the City's ThreatLocker zero-trust endpoint security platform and authorize the appropriate City Official(s) to execute all necessary documents.



Document Number:	5STQ4132
Date:	7/2/2026
Expiration Date:	7/31/2026

Bill To:

City of High Point
211 South Hamilton Street
High Point, NC 27260

Ship To:

City of High Point
211 South Hamilton Street
High Point, NC 27260

Qty	Item Number	Description	Price	Extended Price
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IT Secure - ZTaaS Core This agreement is made and entered into between City of High Point and Ark Technology Consultants, Inc. with an Effective Date of August 1, 2026.

Year 1

12	IT Secure - ZTaaS Core	IT-Secure (ThreatLocker Core Bundle): ThreatLocker Zero Trust protection at the endpoint including: Platform, Application Control/Default Deny, Ringfencing, and Elevation Control. (up to 2000 devices) *devices over 2000 will be billed at \$3.80 per device*	\$7,596.04	\$91,152.48
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Year 2

12	IT Secure - ZTaaS Core	IT-Secure (ThreatLocker Core Bundle): ThreatLocker Zero Trust protection at the endpoint including: Platform, Application Control/Default Deny, Ringfencing, and Elevation Control. (up to 2000 devices) *devices over 2000 will be billed at \$3.80 per device*	\$7,596.04	\$91,152.48
----	------------------------	--	------------	-------------

Year 3

12	IT Secure - ZTaaS Core	IT-Secure (ThreatLocker Core Bundle): ThreatLocker Zero Trust protection at the endpoint including: Platform, Application Control/Default Deny, Ringfencing, and Elevation Control. (up to 2000 devices) *devices over 2000 will be billed at \$3.80 per device*	\$7,596.04	\$91,152.48
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Billing will be based on monthly usage but will never fall below base contracted amounts as outlined above. Billing will be annually.

Any changes to this agreement will be executed via signed addendums.

If any license costs to Ark Technology, Inc. increase during

Qty	Item Number	Description	Price	Extended Price
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the term of this agreement, that increase will be passed through to the customer via a signed addendum.

Any travel related to this agreement will be billed outside of the amounts listed above.

*Time and Materials Services:
Any onsite support or other services, including projects, will be billed outside of this agreement and rates will be defined in a separate SOW.*

*Payments:
Payment terms are net 30 days from date of invoice.
Invoices will include all applicable sales tax. Past due invoices will have interest added at a rate of 1.5% per month.*

*Term and Termination:
The term of this Agreement commences on the Effective Date and terminates either on July 31, 2029 (the "Initial Term") or after 36 monthly billing cycles, whichever comes first, and shall thereafter auto-renew for additional successive 1-year terms unless and until either Party provides written notice of nonrenewal at least 60 days before the end of the then-current term.*

SubTotal	\$273,457.44
Estimated Tax	\$18,458.38
Shipping	Actuals will be invoiced

TOTAL \$291,915.82

Accepted By: _____

Accepted Date: _____

SOLE SOURCE JUSTIFICATION FORM

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

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

Requisition #

Vendor:

Item(s):

Justification:

The renewal of our zero-trust endpoint security platform ThreatLocker. ThreatLocker prevents cyberattacks by restricting the execution of applications that are not explicitly allowed. The total amount is \$273,457.44 for three years, with each year's scheduled payment amounting to \$91,152.48.

Year 1 (FY2026-27) - \$91,152.48

Year 2 (FY2027-28) - \$91,152.48

Year3 (FY2028-29) - \$91,152.48

Estimated expenditure for the above item(s):

Accounting Unit and Account(s):

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

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

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

Department Head/Authorized Personnel Digitally signed by Adam Ward
Date: 2026.07.06 15:33:11 -04'00'

Department/Division Date

APPROVAL PROCESS

Purchasing Manager Digitally signed by Candy E Harmon
Date: 2026.07.08 14:07:45 -04'00'

Financial Services Director Digitally signed by Bobby Fitzjohn
Date: 2026.07.08 14:22:33 -04'00'

City Council (\$30,000 – Up)

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Purchase from Clinton Automotive, LLC dba Deacon Jones Ford of Clinton

FROM:
Kevin Rogers
Fleet Services Director

MEETING DATE:
July 16, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Picture
2. Bid Recommendation Form

PURPOSE: The Fleet Services Department requests to purchase five Ford Interceptor SUV Hybrids. The NC State Contract# STC 2510A will be utilized. The vehicles are 2027 models and have been identified for consideration by the City Council for approval.

BACKGROUND: The Police Department is currently using similar vehicles that need replacing based on mileage and condition. The new Ford Interceptors are hybrid powered and will meet their needs. The price of \$45,506.72 is for the vehicle. The total cost for five vehicles is \$227,533.60. The estimated delivery is less than six (6) months.

BUDGET IMPACT: Funds are available in the FY 2026-2027 budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a purchase from Clinton Automotive, LLC dba Deacon Jones Ford of Clinton in the amount of \$227,533.60 for five (5) Ford Interceptor SUV Hybrids, declare the current vehicles as surplus, dispose of the current vehicles through the online auction process, and authorize the appropriate City Official(s) to execute all necessary documents.



BID RECOMMENDATION

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPEN:

DESCRIPTION:

2027 Ford Interceptor SUV Hybrids

PURPOSE:

The fleet services department needs to place an order for five (5) Ford Interceptor SUV Hybrids. The NC State Contract# STC 2510A will be utilized. The vehicles are 2027 models and have been identified for consideration by the city council for approval. The police department is currently using similar vehicles that are in need of replacement due to age, hours, and condition.

COMMENTS:

The 2027 Ford Interceptor Hybrid SUV's are similar to the ones they are currently using and will meet their needs. The NC State Contract price for each vehicle is \$45,506.72. The total cost for five (5) is \$227,533.60. The estimated delivery is less than six (6) months.

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

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

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
CC6300	SC153			\$227,533.60
TOTAL BUDGETED AMOUNT				\$227,533.60

DEPARTMENT HEAD: Digitally signed by KEVIN ROGERS
Date: 2026.06.17 11:30:25 -04'00' DATE:

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

PURCHASING MANAGER: Digitally signed by Candy E Harmon
Date: 2026.06.17 16:11:05 -04'00' DATE:

FINANCIAL SERVICES DIRECTOR: Digitally signed by Bobby Fitzjohn
Date: 2026.06.18 08:25:42 -04'00' DATE:

Approved for Submission to Council

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

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Purchase from Piedmont Truck Center, Inc.

FROM:

Kevin Rogers
Fleet Services Director

MEETING DATE:

July 16, 2026

PUBLIC HEARING:

No

ADVERTISED DATE/BY:

N/A

ATTACHMENTS:

1. Picture
 2. Bid Recommendation Form
-

PURPOSE: Several divisions in the City have tandem and single axle dump trucks that need replacement due to age and overall condition. Using the NC Sheriff's Association Contract# 26-10-0422R, two tandem axle Western Star dump trucks with Godwin bodies and two single axle trucks with Godwin bodies, plows, and spreaders are recommended for City Council approval.

BACKGROUND: Several divisions in the City have tandem and single axle dump trucks that need to be replaced due to age, condition, and operating hours. Piedmont Truck Center, Inc. can provide one Western Star 47XSF tandem axle truck with Godwin steel body for \$200,625, one Western Star 47XSF tandem axle truck with stainless steel bed for \$205,640, and two Western Star 47XSF single axle trucks with Godwin stainless steel bodies, snowplow, and spreader for \$449,420. The total cost of four is \$855,685. Delivery is estimated to be 280–365 days.

BUDGET IMPACT: Funds are available in the FY 2026-2027 budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a purchase from Piedmont Truck Center, Inc. in the amount of \$855,685 for four (4) Western Star 47XSF Dump Trucks, declare the current trucks as surplus, dispose of current trucks through the online auction process, and authorize the appropriate City Official(s) to execute all necessary documents.



BID RECOMMENDATION

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPEN:

DESCRIPTION:

Western Star 47XSF tandem and single axle dump trucks, with Godwin bodies, plows, and spreaders.

PURPOSE:

Several divisions in the city are currently utilizing tandem and single axle dump trucks that needs to be replaced due to age and overall condition. The new Western Star 47XSF single and tandem axle dump trucks will meet their current needs.

COMMENTS:

The price of \$205,640 is for the tandem axle truck with stainless body, \$200,625 is for the tandem axle truck with steel body, and two (2) single axle trucks with plow, spreader, and stainless bodies are \$449,420. The total price for four (4) is \$855,685. Estimated delivery is 280-365 days.

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

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

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
CC6300	SC153			\$855,685
TOTAL BUDGETED AMOUNT				\$855,685

DEPARTMENT HEAD: Digitally signed by KEVIN ROGERS
Date: 2026.06.17 11:29:36 -04'00' DATE:

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

PURCHASING MANAGER: Digitally signed by Candy E Harmon
Date: 2026.06.17 16:19:35 -04'00' DATE:

FINANCIAL SERVICES DIRECTOR: Digitally signed by Bobby Fitzjohn
Date: 2026.06.18 08:25:09 -04'00' DATE:

Approved for Submission to Council

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

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Purchase from Sink Farm Equipment, Inc.

FROM:
Kevin Rogers
Fleet Services Director

MEETING DATE:
July 16, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:

1. Picture
 2. Bid Recommendation Form
-

PURPOSE: Water Mains division has an excavator that needs replacement due to age and overall condition. Using the Sourcewell Contract# 082923-KBA, a Kubota KX057-5R3AP excavator is recommended for council approval.

BACKGROUND: The Water Mains Division has an excavator that needs replacement due to age, condition, and operating hours. Sink Farm Equipment and Garage, Inc. can provide one Kubota KX057-5R3AP excavator with an AP-BR560 Hydraulic breaker for \$103,786.29. Delivery is estimated to be 280-365 days.

BUDGET IMPACT: Funds are available in the FY 2026-2027 budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a purchase from Sink Farm Equipment, Inc. in the amount of \$103,786.29 for a Kubota Excavator, declare the current excavator as surplus, dispose of the current excavator through the online auction process, and authorize the appropriate City Official(s) to execute all necessary documents.



BID RECOMMENDATION

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPEN:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
CC6300	SC153			\$103,786.29
TOTAL BUDGETED AMOUNT				\$103,786.29

DEPARTMENT HEAD: Digitally signed by KEVIN ROGERS
Date: 2026.06.17 11:29:36 -04'00' DATE:

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

PURCHASING
MANAGER: DATE:

FINANCIAL SERVICES DIRECTOR: DATE:

Approved for Submission to Council

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

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of Contract Amendment No. 2 with Hazen and Sawyer, P.C. dba Hazen and Sawyer

FROM:
Allison Kraft
Water Resources Director

MEETING DATE:
July 16, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Contract Amendment

PURPOSE: To request approval of Contract Amendment No. 2 with Hazen and Sawyer (Purchase Order No. 105444) for additional construction support services for the UV System Replacement Project at the Eastside Wastewater Treatment Plant (WWTP).

BACKGROUND: The construction of the UV system replacement project at the Eastside WWTP began in 2023 and is nearing completion. The current contract completion date is September 4, 2026, approximately six months later than the original contract completion date largely due to long equipment lead times and the response to unforeseen field conditions during construction. Hazen provided design services and is currently providing construction administration and resident project representative services for the project. The Water Resources Department recommends approval of the amendment to Hazen in the amount of \$186,270, increasing the amount of the purchase order from \$1,281,000 to \$1,467,270.

Contract Amendment No. 2 is for the following additional work as further described in Attachment A:

1. Additional Construction Administration Services
2. Additional Resident Project Representative Services
3. Additional Reimbursable Expenses

BUDGET IMPACT: Funds are available in the FY 2026-2027 budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider Contract Amendment No. 2 in the amount of \$186,270 with Hazen and Sawyer for additional construction support services for the Eastside Wastewater Treatment Plant UV System Replacement Project and authorize the appropriate City Official(s) to execute all necessary documents.



Hazen and Sawyer
620 Green Valley Rd, Suite 101
Greensboro, NC 27408 • 336.478.3378

June 22, 2026

Ms. Allison Kraft, PE
Water Resources Director
City of High Point
211 S. Hamilton Street
High Point, NC 27261

Re: Eastside UV Upgrade and Primary Clarifier Drain Pump Station Project Amendment #2

Dear Ms. Kraft:

Hazen and Sawyer is submitting the enclosed amendment for the additional Construction Administration and Resident Project Representative Services for the Eastside WWTP UV Upgrade Project (RFQ #32-013118).

The following major tasks are included as part of this amendment:

1. Additional Construction Administration Services
2. Additional Resident Project Representative Services
3. Additional Reimbursable Expenses

A detailed description of each task is provided below.

1. Additional Construction Administration Services

- a. Support during the claim processes with the Minipile subcontractor

UMA, Geotechnical Construction Inc., a subcontractor to Jimmy R. Lynch & Sons, Inc. (JRL), submitted two claims on the project in 2024. Hazen provided the City support in responding to both claims and helped keep the project progress moving.

- b. More progress meetings and pay requests than originally scoped

The original project scope assumed preparation for and attendance at 14 monthly progress meetings and the review of 14 monthly construction payment applications. The May 2026 progress meeting was Meeting #26 and there have been 25 payment applications to date through April 2026. At least 3 additional progress meetings and payment applications are anticipated. Additional Construction Administration Services budget is being requested to cover these additional meetings and payment applications.

- c. More resubmittals than anticipated

To date, there have been 147 submittals on this project, including 52 required resubmittals from JRL. When originally scoping the project, 90 submittals were anticipated. Additional Construction Administration Services budget is being requested to cover the additional review effort.

2. Additional Resident Project Representative Services

In the original contract, a total of 2,080 hours was assumed for an RPR to assist the Engineer in observing progress and quality of the Work by the Contractor. However, the anticipated construction duration for the project extended from 12 months to 24 months due to equipment lead times being longer than they were during original scoping and the required sequencing of construction for the final UV design being more complicated than initially anticipated.

Amendment 1, authorized in December 2023, added an additional 800 hours of RPR services to the Contract. The additional hours in Amendment 1 were estimated to cover RPR services through December 2025. The original project completion date was 2/8/26, however 208 days have been added to the contract through work change directives for a revised final completion date of 9/4/26.

Despite Hazen's attempt to stretch the 2,880 hours for RPR services past the December 2025 scheduled date established in Amendment 1, the hours were exhausted at the end of March 2026. Hazen is requesting additional hours of RPR services to complete the Work. The schedule below has been created to indicate our anticipated level of effort needed to meet the revised project completion schedule. The RPR services will be provided at the same hourly, not to exceed rate that was in the original contract (\$125/hr).

3. Additional Reimbursable Expenses

With the construction duration for the project being extended through August 2026, additional reimbursable expenses are being requested to cover the additional mileage costs for the Engineer and RPR to travel to the job site.

Table 1 - RPR Budgeted Level of Effort through Remaining Construction

Month	~ Days	~ Hrs	~ Cost	~ Expenses
1 - April 2026	21	169	\$18,000 ^a	\$1,121
2 - May 2026	18	144	\$18,000	\$900
3 - June 2026	18	144	\$18,000	\$700
4 - July 2026	15	120	\$15,000	\$700
5 - August 2026	11	88	\$11,000	\$500
Totals	83	665	\$80,000	\$3,921

^a The actual RPR services cost for April hours was \$21,987.50; however, the remaining task budget covered \$4,071.75. Therefore, only \$18,000 is being requested to cover April RPR time.

^b Mileage will be billed at the current IRS standard mileage rate (currently at \$0.725/mile)

Please find Table 2 below summarizing the total effort for this amendment. Lump Sum and Not to Exceed items have been noted. The total cost for Amendment 2 is \$186,270.

Table 2 - Summarized Fee for the UV Upgrade and Primary Clarifier Drain PS Amendment #2

Task	Billing Type	Amendment		
		1 Task Budget	Amendment 2 Value	New Task Budget
001 – Preliminary Engineering Phase	Lump Sum	\$27,000	-	\$27,000
002 – UV Equipment Pre-Selection	Lump Sum	\$31,000	-	\$31,000
003 – Final Design Phase	Lump Sum	\$450,000	-	\$450,000
004 – Bidding and Negotiating Phase	Lump Sum	\$38,000	-	\$38,000
005 – Construction Administration	Lump Sum	\$180,000	\$110,000	\$290,000
006 – Resident Project Representative	Not to Exceed	\$360,000	\$80,000	\$440,000
007 – Value Engineering	Lump Sum	\$21,500	-	\$21,500
008a – Re-Design Hazen	Not to Exceed	\$146,500	-\$7,651 *	\$138,849
008b – Re-Design DMP (Civil Sub)	Not to Exceed	\$10,000	-	\$10,000
Reimbursable Expenses	Not to Exceed	\$17,000	\$3,921	\$20,921
Total		\$1,281,000	\$186,270	\$1,467,270

*The Not-to-Exceed budget for the Re-Design task has \$7,651 remaining that was not spent. The unused task funds are being used to reduce the overall Amendment #2 value.

Please feel free to contact us at any time if you have any questions or would like to meet to discuss the items enclosed. Thank you again and we look forward to continuing to work with the City of High Point for this project.

Best Regards,



Aaron D. Babson, PE
Associate Vice President

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of Ratification of a Pressing Need Purchase with McGill Environmental Systems of NC, Inc.

FROM:

Allison Kraft
Water Resources Director

MEETING DATE:

July 16, 2026

PUBLIC HEARING:

No

ADVERTISED DATE/BY:

N/A

ATTACHMENTS:

1. Agreement
-

PURPOSE: To request ratification of the pressing need purchase with McGill Environmental Systems of NC, Inc. ("McGill") for the hauling and disposal of dewatered biosolids from the Eastside Wastewater Treatment Plant (WWTP).

BACKGROUND: The incinerator at the Eastside WWTP has been taken out of service indefinitely due to continued poor fluidization and the excessive burning of diesel fuel. It is more costly to run the incinerator than it is to haul and landfill or compost the biosolids. A request for proposals (RFP) is currently out for bid through the Purchasing Division for long-term hauling and disposal of the dewatered biosolids. Additionally, the Water Resources Department is issuing a request for qualifications (RFQ) to secure an engineering firm to evaluate the viability of continued operation of the incinerator as well as long-term solids handling options at the City's wastewater treatment plants.

The Water Resources Department is requesting ratification of a pressing need purchase with McGill for up to three months until a contract can be awarded for the long-term hauling and disposal of the dewatered sludge. Water Resources is estimating a cost of \$227,336 per month based on McGill's pricing and the current sludge volumes at the wastewater plant. The estimated cost for the three months is \$682,008.

BUDGET IMPACT: Funds available FY 2026-2027 budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider ratification of a pressing need purchase with McGill Environmental Systems of NC, Inc. in the amount of \$682,008 for the hauling and disposal of dewatered biosolids from the Eastside Wastewater Treatment Plant (WWTP) and authorize the appropriate City Official(s) to execute all necessary documents.

Account Information

Legal name: City of High Point DBA: City of High Point, Residuals Management
 Acct #: 216223 Website: www.highpointnc.gov
 Billing address: P.O. Box 230, High Point, NC 27261
 Primary contact: Tricia Lowery Email: tricia.lowery@highpointnc.gov
 (O): (336)883-3361 (F): _____ (M): _____
 A/P contact: Esmeralda Vences Email: esmeralda.vencessantos@highpointnc.gov (O): (336) 883-3495

Ship to facility:

- ☒ **McGill-Delway**, 1100 Herring Rd, Rose Hill, NC 28458, Permit WQ0006816
☒ **McGill-Merry Oaks**, 634 Christian Chapel Church Rd, New Hill, NC 27562, Permit SWC-19-06
☐ **McGill-Waverly**, 5056 Beef Steak Rd, Waverly, VA 23890, Permit VDHUR154
☐ **Other:** _____

Proposal Information

Brief Description

McGill to accept residuals from the City of High Point based on completion of annual pre-acceptance and current plant capacity.

Scope of Work

McGill Environmental Systems of NC, Inc. ("McGill") will furnish all labor, equipment, supervision and materials, unless otherwise specified, to perform the following:

Item	Material Code	Rate
Compost Fee (per wet ton)		\$ 68.00
Transportation (Merry Oaks per haul)		\$ 663.00
Trailer Rental (per trailer, per month)		\$ 1,400.00
Drop Fee		\$ 1,400.00

Additional notes:

*Composting fee and acceptance is contingent upon completion of McGill Pre-Acceptance and current McGill plant capacity. Additional rates may apply for holidays and weekends.

Transportation provider:

- ☒ McGill
☐ Customer
☐ Subcontractor:

Fuel Surcharge:

- ☒ Yes
☐ No

CPI Adjustment:

- ☒ Yes
☐ No

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Contract with Heyward-Charlotte Incorporated

FROM:
Allison Kraft
Water Resources Director

MEETING DATE:
July 16, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:

1. Bid Form
 2. Bid Recommendation Form
-

PURPOSE: To contract with Heyward-Charlotte Incorp. for the purchase of 85 replacement manual sluice gate operators for the Eastside Wastewater Treatment Plant (WWTP).

BACKGROUND: The anaerobic/anoxic/aeration (AAA) tanks at the Eastside WWTP perform nutrient removal as part of the wastewater treatment process. The sluice gate operators for the AAA tanks are over 20 years old and no longer function properly. The City of High Point advertised for the purchase of 85 replacement manual sluice gate operators. After a second advertisement, one (1) bid was received by Heyward-Charlotte Incorp. The intent is to pre-purchase the sluice gate operators and advertise for installation services after the gate operators have been delivered (in approximately 4-6 months).

BUDGET IMPACT: Funds are available in the 2026-2027 budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a contract with Heyward-Charlotte Incorporated in the amount of \$147,900 for the purchase of 85 replacement manual sluice gate operators for the Eastside Wastewater Treatment Plant and authorize the appropriate City Official(s) to execute all necessary documents.

Attachment A**Bid Proposal Form****Eastside WWTP Gate Operator Replacements**

Item No.	Manual Operators	Gate Size	Quantity	Unit	Unit Price	Extended Price
1	Gearbox, handwheel, rising stem cover	30" x 30"	4	EA	\$1,575.00	\$6,300.00
2	Gearbox, handwheel, rising stem cover	36" x 36"	1	EA	\$1,575.00	\$1,575.00
3	Gearbox, handwheel, rising stem cover	48" x 36"	72	EA	\$1,575.00	\$113,400.00
4	Gearbox, handwheel, rising stem cover	48" x 48"	5	EA	\$1,485.00	\$7,425.00
5	Gearbox, handwheel, rising stem cover	66" x 66"	2	EA	\$2,150.00	\$4,300.00
6	Gearbox, handwheel, rising stem cover	72" x 72"	1	EA	\$2,150.00	\$2,150.00
7	Portable Electric Operator with Tripod Stand per Section 2.04	N/A	1	EA	\$12,750.00	\$12,750.00

TOTAL PRICE One hundred forty-seven thousand nine hundred dollars (\$ \$147,900.00)
(in words) (in numerals)

All manual operators shall meet the requirements of Specification 40 05 58. All operators/actuators shall be provided with a clear, butyrate plastic rising stem cover to protect the rising stem from moisture, dirt, and damage.

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

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

Heyward-Charlotte Incorporated

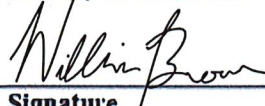
Company Name

Charlotte NC 28273

City State Zip

wbrower@heyward.net

E-mail


Signature

May 26, 2026

Date

704-582-2305

Telephone

BID RECOMMENDATION

DEPARTMENT: **Water Resources**

COUNCIL AGENDA DATE: **July 20, 2026**

BID NO.: **BID # 3010-042926**

CONTRACT NO.: **N/A**

DATE OPEN: **May 27, 2026**

DESCRIPTION:

The anerobic/anoxic/aeration (AAA) tanks at the Eastside WWTP perform nutrient removal as part of the wastewater treatment process. The sluice gate operators for the AAA tanks are over 20 years old and no longer function properly.

PURPOSE:

To contract with Heyward-Charlotte Incorporated ("Heyward") for the purchase of 85 replacement manual sluice gate operators for the Eastside Wastewater Treatment Plant (WWTP).

COMMENTS:

RECOMMEND AWARD TO: **Heyward-Charlotte Inc.**

AMOUNT: **\$147,900**

JUSTIFICATION:

The City of High Point advertised for the purchase of 85 replacement manual sluice gate operators. After a second advertisement, one (1) bid was received and awarded to Heyward-Charlotte Inc.

FUND	COST CENTER	GRANTS/PROJECTS	SPEND CATEGORY	ADDITIONAL WORKTAGS	BUDGETED AMOUNT
FD421	CC5208		SC144		\$147,900
TOTAL BUDGETED AMOUNT					

DEPARTMENT HEAD: **AllisonKraft** Digitally signed by AllisonKraft
Date: 2026.06.12 13:40:15 -04'00' DATE: **6/12/2026**

The Purchasing Division concurs with recommendation submitted by the **Water Resources** and recommends
award to the lowest responsible, responsive bidder **Heyward-Charlotte Inc** in the amount of **\$147,900.00**

PURCHASING MANAGER: **Candy E Harmon** Digitally signed by Candy E Harmon
Date: 2026.06.12 14:11:46 -04'00' DATE: **6/12/2026**

FINANCIAL SERVICES DIRECTOR: **Bobby Fitzjohn** Digitally signed by Bobby Fitzjohn
Date: 2026.07.07 08:51:27 -04'00' DATE: **7/7/2026**

Approved for Submission to Council

CITY MANAGER:
(For City Council Approval Only)

DATE:

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of an Agreement with The Ferguson Group, LLC

FROM:
Jeron Hollis
Managing Director

MEETING DATE:
July 16, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Scope of Service

PURPOSE: Approval of an agreement with The Ferguson Group, LLC as the City's Federal Lobbyist in an amount not to exceed \$97,236. This agreement is for the period beginning on July 1, 2026, and ending on June 30, 2027.

BACKGROUND: The Ferguson Group has represented the City for more than 20 years, providing consistent and strategic federal advocacy. Over the past year, the firm has continued to strengthen the City's federal position through targeted appropriations work, enhanced grant competitiveness strategies, and coordinated federal engagement. Since FY 2022, TFG has supported the City in securing \$12.19 million in federal funding for priority projects, with an additional \$2.25 million pending in FY 2027 appropriations and up to \$20 million under consideration in the Water Resources Development Act. Their work has supported initiatives such as homeless services, transportation and greenway connectivity, workforce and economic development facilities, public safety communications upgrades, and water infrastructure modernization. TFG also provides real-time federal policy updates, tailored grant alerts, and hands-on support for the City's federal advocacy trips and meetings.

BUDGET IMPACT: Funds are available in the FY 2026-2027 budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to approve an agreement with The Ferguson Group, LLC in an amount not to exceed \$97,236 and authorize the appropriate City Official(s) to execute all necessary documents.



July 2, 2026

Ms. Tasha Logan Ford
City Manager
City of High Point
211 South Hamilton Street
High Point, NC 27261

Re: TFG Federal Advocacy Services – City of High Point, North Carolina

Dear Tasha:

The Ferguson Group, LLC (TFG), welcomes the opportunity to continue our work providing federal advocacy services for the City of High Point. We are proud of the work we have accomplished together at the federal level and look forward to years of continued success.

Scope of Services for Federal Advocacy

As a TFG Federal Advocacy Services retainer client, the City of High Point receives the following:

Legislative and Policy Tracking – TFG actively monitors federal legislation, regulations, and programs that may impact the City’s priorities, and offers timely updates on emerging opportunities and challenges.

Strategic Advice – TFG provides strategic counsel to the City on all applicable congressional action, federal agency policy and regulation, and any federal activity that may have an impact on the City and your priorities.

Assistance in Communicating and Working with Federal Officials – TFG assists the City in contacting Members of Congress and staff, congressional committees, the Administration, and other federal agency officials and staff, and assists the City in educating and advocating its objectives with these officials and staff. As appropriate, TFG contacts these officials and others directly on your behalf.

Development of Legislation – If federal legislation is necessary to achieve a City objective, TFG will provide your congressional delegation and the relevant congressional committees and federal agencies with institutional expertise and support as necessary to develop, advocate for, and implement federal legislation.

Build Stakeholder Support – TFG advises the City on identifying and coordinating the support of key organizations or stakeholders that may be necessary to implement your strategies or objectives.

Appropriations Advocacy – Where federal funding assistance supports the City’s objectives, TFG provides logistical support to your congressional delegation in pursuing programmatic funding requests for federal programs that have a significant impact on the City. This includes developing, drafting, submitting, advocating for, and tracking funding requests, as well as conducting direct lobbying activities to maximize the likelihood of success.

Congressional Earmark Support – TFG advocates for congressionally directed spending (earmark) requests for City priorities and provides comprehensive support throughout the appropriations process. This includes

direct engagement with congressional offices and strategic advocacy before the House and Senate Appropriations Committees to advance the City's funding priorities.

Communications and Publications – TFG is available for regularly scheduled call with designated City staff to provide relevant updates, share political “intelligence,” and highlight any issues for discussion. The City also has access to weekly/biweekly publications, issue briefs, special reports, and real-time federal updates on issues relevant to the City's priorities.

Washington, DC Advocacy Support – TFG provides full support during Washington, DC visits, including organizing and facilitating meetings for City leaders with Members of Congress, congressional staff, and key federal agencies. More specifically, TFG schedules meetings, prepares briefing materials, and provides talking points to ensure productive meetings.

Grant Application Advocacy – TFG supports and advocates for the grant applications prepared and submitted by the City to the federal government. This includes direct engagement with relevant federal agencies and congressional offices to ensure strong support and successful outcomes for the City's funding initiatives.

Additional Grant Consulting Services – As a TFG retainer client, the City has access to a wide range of grant consulting services, including custom grant research, weekly alerts and updates, project development, grant editing and review, and full access to TFG's Grant Funding Hub, featuring grant guides, grant profiles, and the latest grant news. The City also has access to the Grant Showcase, a database of over 2,000 successful grant applications. Additional services, including grant writing, training, and administration, are available at a 15% discounted rate. A tailored cost proposal for any additional services is provided upon request, with fees based on current-year pricing.

Terms and Conditions

TFG shall be compensated through a monthly retainer of \$8,103 for Federal Advocacy Services for a one-year period, from July 1, 2026 to June 30, 2027, for a total annual fee of \$97,236. All invoices are submitted at the beginning of each month for the duration of this agreement. Either party may terminate this proposal at any time by giving the other party at least sixty (60) days' prior notice, in writing, of such termination.

This retainer includes all direct labor, overhead (including general and administrative expenses), other direct costs, subcontractor costs, fixed fees, and miscellaneous incidental services. The monthly retainer does not include pre-approved expenses, such as business travel. The City will be invoiced separately for such charges, which will not exceed \$5,000 over the contract period.

Thank you again for this opportunity and we look forward to another successful year.

Sincerely,



W. Roger Gwinn
CEO

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Purchase from Kiesler Police Supply Inc.

FROM:
Curtis Cheeks
Police Chief

MEETING DATE:
July 16, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:

1. Order
 2. Contract
 3. Bid Recommendation Form
-

PURPOSE: To request approval to procure training and duty ammunition from Vista Outdoor DBA Kiesler Police Supply not to exceed \$137,800.

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

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

BUDGET IMPACT: Funds are available in the FY 2026-2027 budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a purchase from Kiesler Police Supply Inc. in the amount of \$137,800 for training and duty ammunition for Fiscal Year 2026-2027 and authorize the appropriate City Official(s) to execute all necessary documents.

CURTIS CHEEKS III
Chief of Police



PHONE (336) 887-7970
FAX (336) 887-7949
TDD (336) 883-8517

High Point Police Department

July 6, 2026
Kieslers
2802 Sable Mill Road
Jeffersonville, IN. 47130

Dear Sirs,

The High Point Police Department would like to order the following ammunition for the 2027 Fiscal Year. The ammunition is to be delivered on or after July 01, 2026, with payment being made under a City Purchase Order. The PO number is pending.

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

240 cases of Speer item 53620 (9mm 147 grain TMJ) at \$250.41 per 1000 rd case. \$60,098.40
30 cases of Speer item 53619 (9mm 147 grain GDHP) at \$450.66 per 1000 rd case. \$13,519.80
180 cases of Federal item AE223 (.223 55 grain FMJ) at \$244.10 per 500 rd case. \$43,938.00
20 cases of Speer item 24475 (.223 75 grain GDSP) at \$360.20 per 500 rd case. \$7,204.00
15 cases of Fed item LE132 00 (12-gauge 00 buckshot flite control) at \$216.07 per 250 rd case. \$3,241.05
15 cases of Fed item LEB127 LRS (12-gauge low recoil tru ball slug) at \$223.04 per 250 rd case. \$3,345.60
8 cases of Fed item TGL12 8 (12-gauge 2-3/4 2-3/4DE 1-1/8oz 9) at \$95.20 per 250 rd case. \$761.60
8 cases of Federal item T308T (.308 168 grain) at \$658.31 per 500 rd case. \$5,266.48
1 case of Fed item BC556NX1 (5.56 50gr semi-jacked frangible) at \$425.91 per 500 rd case. \$425.91

Total: \$137,800.84

Sincerely,

A handwritten signature in black ink, appearing to read "AS Burkholder".

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

Statewide Term Contract

4615A - Ammunition & Firearms

Bid Number	DPC-983753040
Contract Title	Ammunition & Firearms
Effective Dates	May 1, 2024, through April 30, 2029
Awarded Vendor(s) and Contact(s)	AmChar Wholesale Inc. William Hackett (585) 559-6270 Manufacturers: Glock Craig's Firearm Supply Inc. Tony Lardo (865) 388-6337 Manufacturers: Remington, Adam Arms, Angstadt Arms Dana Safety Supply James Panter (336) 897-4055 Manufacturers: Winchester Defender Ammunition Co. Krissy Jones (910) 479-1177 Manufacturers: Defender Authorized Distributors: Defender Distribution LLC FN America Joshua Taylor (803) 766-4181 Manufacturers: FN America Authorized Distributors: Craig's Firearm Supply Inc. Tony Lardo (865) 388-6337 Dana Safety Supply. Neil Doss (336) 685-2595 Kiesler Police Supply Inc. Brittany Girdler (812) 288-5740 Lawmen's Distribution Korry Cole (919) 448-4673 Town Police Supply Nick Horsley (276) 647-4161 Gulf States Distributors Inc. Tommy Trammell (800) 223-7869 Manufacturers: Hornady, PMC, Force on Force Kiesler Police Supply Inc. Brittany Girdler (812) 288-5740 Manufacturers: Federal, Speer Lawmen's Distribution Korry Cole (919) 448-4673 Manufacturers: PMC, Baretta, Colt, LWRCI, Aimpoint, EoTech, Trijicon, Vortex, Surefire, Bianchi, Bulldog Cases & Vaults, Nighstick, Pelican, Pepperball, Safariland, Streamlight PAI Defense Justin Ross (260) 244-4570

	Manufacturers: Bryna, Daniel Defense, Geissele, Heckler Koch, Shadow Systems, EoTech, B&T, KGM Sig Sauer Katie Olivia (603) 610-3826 Manufacturers: Sig Sauer Authorized Distributors: Dana Safety Supply. Neil Doss (336) 685-2595 Lawmen’s Distribution Korry Cole (919) 448-4673 Town Gun Shop Inc. dba Town Police Supply Mark Tosh (800) 752-5580 Manufacturers: Mossburg, Ruger, S&W, RemArms, Benelli																																													
Contract Covers	This contract is intended to cover the state’s normal requirements for ammunition and firearms in the following categories: CATEGORY 1 AMMUNITION; PISTOL (HANDGUN) CATEGORY 2 AMMUNITION; RIFLE CATEGORY 3 AMMUNITION; SHOTGUN CATEGORY 4 AMMUNITION; TRAINING CATEGORY 5 FIREARMS; PISTOL (HANDGUN) CATEGORY 6 FIREARMS; RIFLE CATEGORY 7 FIRARMS; SHOTGUN CATEGORY 8 FIREARMS; OPTICS CATEGORY 9 FIREARMS; SUPPRESSORS CATEGORY 10 FIREARMS; PARTS & ACCESSORIES																																													
Contract Type	This is a mandatory statewide term contract for state agencies, departments, institutions, universities, and community colleges - unless exempted by North Carolina general statute. Non-mandatory entities, including schools and local governments, may use this contract as allowed by general statute.																																													
Special Note	Each firearm shall have an individual serial number engraved and easily readable. Each pistol serial number shall be 100% traceable per requirements by the Bureau of Alcohol, Tobacco, and Firearms and/or other applicable agencies.																																													
Contract Items and Pricing	<table><tr><th>VENDOR</th><th>CATEGORY</th><th>MANUFACTURER</th><th>DISCOUNT</th><th>DELIVERY DAYS</th></tr><tr><td>AmChar Wholesale Inc.</td><td>5</td><td>Glock</td><td>8.9%</td><td>90</td></tr><tr><td>AmChar Wholesale Inc.</td><td>10</td><td>Glock</td><td>23.0%</td><td>90</td></tr><tr><td>Craig’s Firearm Supply</td><td>1, 2, 3</td><td>Remington</td><td>10.0%</td><td>180</td></tr><tr><td>Craig’s Firearm Supply</td><td>6</td><td>Adams Arms</td><td>15.0%</td><td>90</td></tr><tr><td>Craig’s Firearm Supply</td><td>6</td><td>Angstadt Arms</td><td>20.0%</td><td>90</td></tr><tr><td>Dana Safety Supply</td><td>1, 2, 3</td><td>Winchester</td><td>44.0%</td><td>30-120</td></tr><tr><td>Defender Ammunition Co.</td><td>1, 2</td><td>Defender</td><td>30.0-45.0%</td><td>30</td></tr><tr><td>FN America</td><td>5, 6</td><td>FN America</td><td>25.0%</td><td>30-120</td></tr></table>	VENDOR	CATEGORY	MANUFACTURER	DISCOUNT	DELIVERY DAYS	AmChar Wholesale Inc.	5	Glock	8.9%	90	AmChar Wholesale Inc.	10	Glock	23.0%	90	Craig’s Firearm Supply	1, 2, 3	Remington	10.0%	180	Craig’s Firearm Supply	6	Adams Arms	15.0%	90	Craig’s Firearm Supply	6	Angstadt Arms	20.0%	90	Dana Safety Supply	1, 2, 3	Winchester	44.0%	30-120	Defender Ammunition Co.	1, 2	Defender	30.0-45.0%	30	FN America	5, 6	FN America	25.0%	30-120
VENDOR	CATEGORY	MANUFACTURER	DISCOUNT	DELIVERY DAYS																																										
AmChar Wholesale Inc.	5	Glock	8.9%	90																																										
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FN America	5, 6	FN America	25.0%	30-120																																										

FN America	10	FN America	15.0%	30-120
Gulf States Distributors	1, 2	Force on Force	17.0%	180
Gulf States Distributors	1, 2	PMC	35.0%	180
Gulf States Distributors	1, 2, 3	Hornady	44.0%	180
Kiesler Police Supply	1, 2, 3	Federal	38.0%	30-365
Kiesler Police Supply	1, 2, 3	Speer	38.0%	30-365
Lawmen's Distribution	3, 4	PMC	0.5%	365
Lawmen's Distribution	5, 6, 7, 10	Baretta	22.6%	180
Lawmen's Distribution	6, 10	Colt	2.6%	180
Lawmen's Distribution	6, 10	LWRCI	2.6%	180
Lawmen's Distribution	8	Aimpoint	23.2%	180
Lawmen's Distribution	8	EoTech	16.1%	180
Lawmen's Distribution	8	Vortex	32.5%	180
Lawmen's Distribution	8, 10	Trijicon	19.6%	180
Lawmen's Distribution	9, 10	Surefire	9.4%	180
Lawmen's Distribution	10	Bianchi	37.0%	180
Lawmen's Distribution	10	Bulldog Cases & Vaults	4.6%	180
Lawmen's Distribution	10	Nightstick	32.2%	180
Lawmen's Distribution	10	Pelican	4.8%	180
Lawmen's Distribution	10	Pepperball	5.1%	180
Lawmen's Distribution	10	Safariland	37.0%	180
Lawmen's Distribution	10	Streamlight	42.0%	180
PAI Defense	4, 10	Bryna	5.0%	120
PAI Defense	5, 6	Daniel Defense	12.0-22.0%	90
PAI Defense	9, 10	Daniel Defense	15.0%	90
PAI Defense	5, 6	Geissele	16.0%	120
PAI Defense	10	Geissele	18.0%	120
PAI Defense	5	Heckler & Koch	25.0%	120
PAI Defense	6	Heckler & Koch	27.0%	120
PAI Defense	10	Heckler & Koch	10.0%	120
PAI Defense	5	Shadow Systems	32.0%	90
PAI Defense	10	EoTech	16.0%	120
PAI Defense	6, 9, 10	B&T	15.0%	120
PAI Defense	9	KGM	15.0%	90
PAI Defense	10	KGM	25.0%	90
Sig Sauer	1	Sig Sauer	5.0%	30
Sig Sauer	5, 6, 8, 9	Sig Sauer	5.0%	90-120
Town Police Supply	5, 6, 10	Mossburg	30.2%	60-100
Town Police Supply	5, 6, 7, 10	Ruger	38.1%	60-100
Town Police Supply	5, 6, 7, 10	S&W	32.3%	60-100
Town Police Supply	6, 7, 10	RemArms	35.1%	60-100

	<table><tr><td>Town Police Supply</td><td>6, 7, 10</td><td>Benelli</td><td>29.6%</td><td>60-100</td></tr></table>	Town Police Supply	6, 7, 10	Benelli	29.6%	60-100
Town Police Supply	6, 7, 10	Benelli	29.6%	60-100		
Delivery Information	The vendor shall deliver Free-On-Board (FOB) destination to all 100 North Carolina counties. All pricing for individual orders of ammunition or firearms should be inclusive of all applicable charges. FOB destination statewide does not include lift-gate or inside delivery. These additional charges will be paid by the agency and added as a separate line on the invoice. For NC Community College Basic Law Enforcement Training (BLET) academies, Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) guidance, and the 1968 Gun Control Act require that an eligible college representative complete firearm transfers via form 4473 in person at the Federal Firearms License (FFL) site. Firearms cannot be shipped or delivered directly to your sites. Contact the distributor for specific guidance regarding firearms transfer process requirements for NC CC BLETs. The vendor shall notify the buyer when one or more items in an order cannot be delivered within the time specified. After notification to buyer by vendor of a fulfillment delay of one or more items in the order, the buyer may cancel undelivered items within an order, or an order in its entirety, without penalty or charge, to the extent that the notice of cancellation occurs before buyer is notified that the delayed item or other cancelled items in the order have shipped.					
Return Policy	Vendors shall accept merchandise returns from buyers for a period of thirty (30) business days after delivery. Vendors shall provide full credit or full refund to buyers, whichever a buyer requests, within thirty (30) business days on all returns of an ordered product that is: • A stock item in original packaging and in re-sellable condition • Not a specialty or customized item • Defective or damaged • A return of an incorrectly shipped product • A result of a vendor order entry error Non-conforming due to any other cause is reasonably assumed to be the fault of the vendor. In the event a product is found to be defective, vendors agree to replace the item immediately, within the same delivery time frame, at no additional charge to the state.					
Taxes	Prices do not include North Carolina sales or use tax.					
Instruction and Training	If needed, training shall be coordinated between the buying entity and the awarded vendor. The buying entity shall contact the vendor to arrange training as needed. Vendors may need to provide the following training upon request from the ordering agency. • Basic operator training program for instructor-level staff • Armor-level training, certifying armorers per the awarded manufacturer’s requirements for certification • On-going recertification of the previously trained armorers as per the awarded manufacturer’s requirements All training shall be provided by an authorized factory trained manufacturer’s representative. The manufacturer shall provide all literature and training material required.					
eProcurement	eProcurement					
eProcurement Help Desk	(888) 211-7440					

Contract Manager	Jonathan Davis (984) 236-0225
Contract Attachments	AmChar Wholesale Inc. Craig's Firearm Supply Inc. Dana Safety Supply Defender Ammunition Co. FN America Gulf States Distributors Inc. Kiesler Police Supply Co. Lawmen's Distribution PAI Defense Sig Sauer Town Gun Shop Inc. dba Town Police Supply
Contract Addenda	06/05/2024: Contract Manager changed from Kayla Glenn to Evan Roe 08/07/2024: Defender Ammunition Co. added to contract 08/15/2024: Contract Manager changed to Jonathan Davis

BID RECOMMENDATION

DEPARTMENT: High Point Police Department

COUNCIL AGENDA DATE: July 20, 2026

BID NO.: NC State Contract

CONTRACT NO.: 4615A

DATE OPEN:

DESCRIPTION:

To procure training and duty ammunition from Vista Outdoor DBA Kiesler Police Supply not to exceed \$137,800.

PURPOSE:

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

COMMENTS:

Vista Outdoor, Law Enforcement distributor in the State of North Carolina, Kiesler Police Supply in Jeffersonville, IN, currently is the only factory authorized Law Enforcement Distributor in the State of North Carolina for CCI-Speer and Federal Cartridge Company, which Vista Outdoor owns. Kiesler PS is the only authorized Law Enforcement Distributor for drop shipments directly from the factory with in NC.this quote are "made-to-order".

RECOMMEND AWARD TO: Vista Outdoor- Kiesler Police Supply

AMOUNT: 137,800

JUSTIFICATION:

FUND	COST CENTER	GRANTS/PROJECTS	SPEND CATEGORY	ADDITIONAL WORKTAGS	BUDGETED AMOUNT
	CC4103		SC475		137,800
TOTAL BUDGETED AMOUNT					

DEPARTMENT HEAD:

DATE:

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

and recommends

in the amount of

PURCHASING
MANAGER:

DATE:

FINANCIAL SERVICES DIRECTOR:

DATE:

Approved for Submission to Council

CITY MANAGER:
(For City Council Approval Only)

DATE:

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Resolution Accepting a Donation from the High Point Police Foundation and Authorizing the Sale of Surplus Property

FROM:

Curtis Cheeks
Chief of Police

MEETING DATE:

July 16, 2026

PUBLIC HEARING:

No

ADVERTISED DATE/BY:

N/A

ATTACHMENTS:

1. Picture1
 2. Picture2
 3. Picture3
 4. Picture4
 5. Resolution
-

PURPOSE: The Police Department requests consideration of a donation of a mobile command unit from the High Point Police Foundation and approval to declare the PD's old mobile command unit surplus for disposition.

BACKGROUND: The High Point Police Foundation secured funding from Doug Witcher's family foundation and other community members to purchase a new Mobile Command Unit. The Foundation is buying the unit through Matthew Specialty Vehicles on the PD's behalf, with completion scheduled for early Fall 2026.

BUDGET IMPACT: N/A

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a resolution accepting a donation of a mobile command unit from the High Point Police Foundation, declare the current mobile command unit as surplus, dispose of the current mobile command unit through the online auction process, and authorize the appropriate City Official(s) to execute all necessary documents.









**RESOLUTION APPROVING DONATION OF MOBILE COMMAND UNIT AND
DECLARING CURRENT MOBILE COMMAND UNIT SURPLUS AND
AUTHORIZING ITS SALE AT PUBLIC AUCTION**

WHEREAS, the High Point Police Foundation (the “Foundation”), a nonprofit organization dedicated to enhancing the High Point Police Department’s programs and efforts, received funding from the Douglas S. Witcher Family Foundation and other community members to purchase a new mobile command unit; and

WHEREAS, the Foundation intends to purchase the new mobile command unit through Matthew Specialty Vehicles and to donate the vehicle to the City of High Point (“City”) for use by the High Point Police Department; and

WHEREAS, North Carolina General Statute (“N.C.G.S.”) § 160A-11 authorizes the City to acquire and hold any property, real and personal, devised, sold, or in any manner conveyed, dedicated to, or otherwise acquired, and § N.C.G.S. 160A-12 authorizes the City Council of the City of High Point to accept donations of real and personal property; and

WHEREAS, the City intends to accept the donation of the new mobile command unit from the High Point Police Foundation for use by the High Point Police Department; and

WHEREAS, the City owns a current mobile command unit which is no longer useful to the City and should be declared as surplus to the City’s needs; and

WHEREAS, N.C.G.S. § 160A-266 authorizes the City to dispose of personal property through private negotiation and sale, sealed bids, upset bids, or public auction; and

WHEREAS, the City has determined that the surplus mobile command unit should be decommissioned and disposed of via sale at public auction pursuant to N.C.G.S. § 160A-270.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of High Point that:

Section 1. The City of High Point formally accepts the donation of the new mobile command unit from the High Point Police Foundation for use by the High Point Police Department, pursuant to N.C.G.S. § 160A-11 and N.C.G.S. § 160A-12; and

Section 2. The current mobile command unit identified above is hereby declared to be surplus to the needs of the City of High Point based upon its age and condition; and

Section 3. The Financial Services Director or designee are hereby authorized to execute all documents necessary to dispose of the surplus mobile command unit by any means allowable, to include for sale by public auction, in compliance with the applicable provisions of N.C.G.S. § 160A-266 and § 160A-270.

Adopted by the High Point City Council this the 20th day of July 2026.

CITY OF HIGH POINT

By: _____
Cyril Jefferson, Mayor

Attest: _____
Sandra Keeney, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



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

FROM:

Curtis Cheeks
Chief of Police

MEETING DATE:

July 16, 2026

PUBLIC HEARING:

No

ADVERTISED DATE/BY:

N/A

ATTACHMENTS:

1. Interlocal Agreement
 2. Resolution
-

PURPOSE: Request to approve School Resource Officer (SRO) Contract with Guilford County Schools.

BACKGROUND: The Guilford County School System contracts with the City of High Point for SRO coverage at the four high schools and four middle schools which are located within High Point. The proposed contract for 8 officers and 1 supervisor is being requested to cover school year 2026/2027.

BUDGET IMPACT: Funds are available in the FY 2026-2027 budget.

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

INTERLOCAL AGREEMENT FOR 2026-2027 SCHOOL YEAR SCHOOL RESOURCE OFFICER PROGRAM

THIS INTERLOCAL AGREEMENT (“Agreement”) made and entered into this 1st day of August, 2026 (“Effective Date”), by and between the **CITY OF HIGH POINT**, a North Carolina municipal corporation (“City”) and the **GUILFORD COUNTY BOARD OF EDUCATION**, a body politic organized and existing under the laws of the State of North Carolina (“Board”) (the City and the Board hereinafter referred to collectively as the “Parties” and individually as a “Party”).

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

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

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

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

1. **Term**. This Agreement shall be made for an eleven (11) month period beginning on the Effective Date and ending on June 30, 2027 (the “Term”).
2. **Renewal**. Upon expiration, this Agreement shall continue from year to year without re-execution subject to the amount budgeted by the Board each year and the right of either party to terminate the Agreement as set out hereunder. The Parties intend to renew the Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

b. Payment. For the fiscal year covered by this Agreement (FY 2026-2027), the Board shall pay to the City the amount needed to pay 75% of the actual salaries and benefits for the SROs and SRO Supervisor plus \$2,000.00 per officer and supervisor for equipment, vehicle, and other expenses as set out in Exhibit A attached hereto and incorporated herein by reference.

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

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

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

5. **SRO Program.**

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

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

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

6. **Termination.**

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

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

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

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

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

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

If to the City:

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

With a copy to:

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

If to the Board:

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

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

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

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

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

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

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

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

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

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

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

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

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

Separate signature pages follow.

GUILFORD COUNTY BOARD OF EDUCATION

ATTEST:

By: _____
Deena Hayes, Chairperson

Lisa Nolen, Clerk to the Board of Education

PREAUDIT CERTIFICATION

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

Tyler Beck, Finance Officer

CITY OF HIGH POINT

By: _____
Cyril Jefferson, Mayor

ATTEST:

Sandra Keeney, City Clerk

EXHIBIT A

to

Cost Sheet for School Resource Officers for Fiscal Year 2026-2027

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

(See attached)

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

COST SHEET FOR FISCAL YEAR 2026-2027

75% of Salary and Benefits for 8 Police Officers	\$	647,216.73
75% of Salary and Benefits for 1 Supervisor	\$	105,344.87
\$2,000 per Officer and Supervisor for Equipment:	\$	18,000.00
Cost of SRO Training Conference:	\$	8,523.25
 TOTAL	 \$	 779,084.85

EXHIBIT B

to

INTERLOCAL AGREEMENT

School Resource Officer Program Memorandum of Understanding

(See attached)

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

This Memorandum of Understanding (hereinafter "MOU") effective August 15, 2023 is made and entered into by and between the Guilford County Board of Education (hereinafter "GCBOE" or "Board"), the governing body of the Guilford County Public School System (hereinafter "GCS"), and the local law enforcement agencies (each, an "Agency" collectively the "Agencies") on the attached signature pages participating in the SRO program of GCBOE.

WITNESSETH

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

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

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

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

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

**Article I
Purpose and Governing Principles**

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

The parties agree that, in compliance with law, the parties shall administer the School Resource Officer Program established under this MOU without discrimination against any person on the basis of sex, gender, race, color, religion, national origin, age or disability. In particular,

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

Article II

Duties of the Agencies

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

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

MOU.

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

Article III

GCBOE Expectations of the SRO While Serving on Campus

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

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

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

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

- a. *Investigations and Arrests (School related matters).* Criminal investigations and arrests by SROs will be conducted in accordance with all applicable laws, regulations, and Agency policies governing the use of force, interrogation, searches, and arrests. Investigations about non-school related matters will follow the guidelines in the section below on Non-School Related Investigations. The SRO shall promptly notify school administrative staff whenever an SRO while on school property asks a student questions of a criminal investigative nature or takes any direct law enforcement action against a student. Notification may be withheld until deemed appropriate by the SRO if such notification would endanger a student or any other person, or compromise an ongoing criminal investigation. The school administrative staff shall promptly notify the parent(s) or guardian of any student suspected of criminal wrongdoing, whenever an SRO asks a student questions of a criminal investigative nature or takes any direct action against any student suspected of criminal wrongdoing. SROs and school administrative staff shall collaborate and determine how such notice should be given in each individual circumstance.. If an SRO questions a student about a criminal matter, searches, or arrests a student while on school grounds, all reasonable efforts will be made to remove the student from other students and bystanders or to otherwise not bring undue attention to the student.
- b. *Interrogations in Criminal Matters.* Custodial interrogations of all minors shall comply with statutes and agencies policies. If the parent or guardian of a minor under the age of 16 cannot be located, SROs cannot participate in a custodial interrogation. .In cases where the parent(s) or guardian of a student cannot be reached and any non custodial questioning of a student is conducted without parental notification, the school principal or designee shall be present during the questioning, unless the SRO directs otherwise for safety or investigative reasons. Presence of the principal/designee does not in any way impact the SRO's duty, if applicable in the situation, to comply with the questioned student's rights in a custodial interrogation. At no time shall the SRO request that any GCS employee act as an agent of the SRO, or of another law enforcement officer, in conducting any criminal interrogation.
- c. *Interrogations in Disciplinary Matters.* The SRO will not be involved in questioning of students initiated and conducted by school personnel in disciplinary matters unless requested by school personnel to maintain a safe and secure school environment. If the SRO's presence is requested under these circumstances, the SRO shall confine his or her involvement to what is reasonably necessary to protect the safety and security of members of the school community and shall not take part in the investigation or question students. If an SRO is present during the interrogation, the SRO shall ensure that all relevant laws, and the Agency's policies are followed.
- d. *School Discipline.* The SRO's primary responsibility is to maintain law and order

in the school and to insure that the school remains a safe, secure, and drug-free educational environment. The SRO shall coordinate closely with school administrators on all matters and obtain guidance as to actions that may, or can be, taken for non-criminal acts. School administrators have the primary responsibility of education and maintaining discipline at the school and the SRO is there to assist school administrators as he/she determines necessary. The SRO shall be the designee of school administrators in maintaining a safe environment as to law enforcement matters and school rule violations. This includes, but is not limited to all GCBOE owned, leased, or maintained building(s), ground(s), parking lot(s), locker(s) and other properties. The SRO will be involved in school discipline and assist the superintendent, principals, faculty, and staff in enforcing the campus code of conduct and other school rules in order to maintain a safe learning environment. When it pertains to preventing a disruption that would, if ignored, place students, faculty and staff at risk of harm, the SRO will resolve the problem to preserve the school climate. In other instances, the discipline of students should remain a school administrative responsibility, and the SRO will make appropriate referrals to school administrators for any noted disciplinary needs. SROs assigned to the GCS under this Agreement shall act as, and be considered as, "school officials" for searches and seizures based on reasonable suspicion, in order to ensure a safe and secure school environment.

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

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

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

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

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

Article IV Duties of the GCBOE and the GCS

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

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

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

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

- j. In addition, principals are expected to maintain documentation of all notifications received pursuant to G.S. 7B-3101 regarding juveniles who are alleged or found to be delinquent and shall preserve the confidentiality of such documentation in accordance with G.S. 11SC-404.
7. Review of SRO Program. The Superintendent or his/her designee shall collect feedback from principals at least annually regarding the SRO program and provide feedback to each Agency regarding the SRO program and the performance of SROs on at least an annual basis.
8. Information on Community Resources. GCS employees will be familiar with community agencies that offer assistance to youths and their families, including but not limited to mental health clinics and drug treatment centers, and will provide information on such resources to the SRO when requested.
9. Restricted Actions. GCBOE or GCS personnel will not at any time:
 - a. Attempt to stop, deter, interfere with, delay, or prohibit any lawful law enforcement investigative process.
 - b. Request that an SRO question a student or assist in an investigation in a manner that is not consistent with Article III of this Agreement.
 - c. Request any SRO to perform duties or actions prohibited by this Memorandum of Understanding.

Article V

Financing the School Resource Officer Program

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

Article VI

Employment Status of School Resource Officers; Suspension or Reassignment

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

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

Article VII

Term and Termination of MOU

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

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

Article VIII

Notice

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

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

Article IX

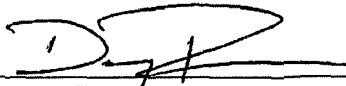
Miscellaneous Provisions

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

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

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

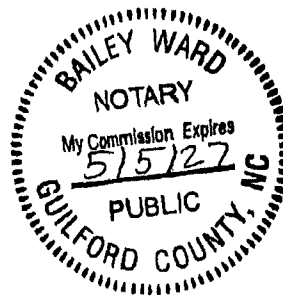
GUILFORD COUNTY SHERIFF OFFICE



Danny H. Rogers
Sheriff of Guilford County

Witness:

I, Bailey Ward
a Notary Public of Guilford
County, North Carolina, certify that
Danny H. Rogers
personally appeared before me and
acknowledged the due execution of the
foregoing MEMORANDUM OF AGREEMENT
SCHOOL RESOURCE PROGRAM

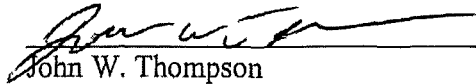


This the 24th day of August, 2023

My commission expires: 5/5/27

(SEAL)

GREENSBORO POLICE DEPARTMENT


John W. Thompson
Chief of Police

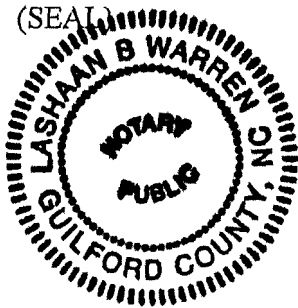
Witness:

I, LaShaan B. Warren
a Notary Public of Guilford
County, North Carolina, certify that
John W. Thompson
personally appeared before me and
acknowledged the due execution of the
foregoing MEMORANDUM OF AGREEMENT
SCHOOL RESOURCE PROGRAM

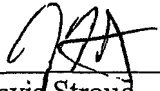
This the 21st day of August, 2023

My commission expires: 3/22/2025

(SEAL)



HIGH POINT POLICE DEPARTMENT



Travis Stroud
Chief of Police

Witness:

I, Heather R Wilson
a Notary Public of Crawford
County, North Carolina, certify that
Travis Stroud _____
personally appeared before me and
acknowledged the due execution of the
foregoing MEMORANDUM OF AGREEMENT
SCHOOL RESOURCE PROGRAM

This the 14 day of August, 2023

My commission expires: 11-14-2023

(SEAL)



GUILFORD COUNTY SCHOOLS

W. Oakley
Dr. Whitney Oakley
Superintendent

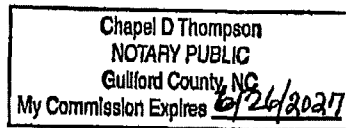
Witness:

I, Chapel D. Thompson
a Notary Public of Guilford
County, North Carolina, certify that
Dr. Whitney Oakley
personally appeared before me and
acknowledged the due execution of the
foregoing MEMORANDUM OF AGREEMENT
SCHOOL RESOURCE PROGRAM

This the 21st day of August, 2023

My commission expires: 6/26/2027

(SEAL)



**RESOLUTION RATIFYING AND AUTHORIZING THE EXECUTION OF AN
INTERLOCAL AGREEMENT WITH THE GUILFORD COUNTY BOARD OF
EDUCATION FOR THE SCHOOL RESOURCE OFFICER PROGRAM**

WHEREAS, the North Carolina General Statutes (“G.S.”) Chapter 160A, Article 20 provides that units of local government may enter into contracts or agreements with each other in order to execute any undertaking, and the contracts and agreements shall be of reasonable duration and ratified by resolution of the governing board of each unit spread upon its minutes; and

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

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

WHEREAS, the City and the Board believe that the continued operation of the SRO Program is vital in protecting and safeguarding the Schools and seek to memorialize the continued operation of the SRO Program through a written interlocal agreement (“Agreement”); and

WHEREAS, under the Agreement, the City will provide eight (8) sworn officers and one (1) supervisor to the SRO Program for a period of eleven (11) months beginning August 1, 2026 and ending June 30, 2027, and the Board will compensate the City in the amount of \$779,084.85; and

WHEREAS, the City finds that execution of the Agreement will support public health, safety, and the general welfare by ensuring the continued protection of the Schools;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of High Point that the attached Agreement between the City and the Board for the SRO Program in the amount of \$779,084.85 is hereby ratified as required by G.S. 160A-461, the City Manager is hereby authorized to execute the attached Agreement on behalf of the City, and this resolution ratifying the interlocal cooperation between the City and the Board is hereby spread upon the minutes of the City Council of the City of High Point.

Adopted this the 20th day of July, 2026.

Cyril Jefferson, Mayor

ATTEST:

Sandra Keeney, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Contract with Gitto Enterprises, Inc.

FROM:
Trevor Spencer
Engineering & Facilities Director

MEETING DATE:
July 16, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
May 12, 2026

ATTACHMENTS:

1. Proposal
 2. Bid Recommendation Form
-

PURPOSE: Engineering Services recommends City Council approve a contract award for the Ragan and E. Russell Culvert Replacements Project to Gitto Enterprises, Inc. The contract will involve demolition of two substandard culverts located in the 1300 block of Ragan Avenue and 1200 block of E. Russell Avenue. New reinforced concrete box culverts will be installed at each location. Water and sewer utilities will also be replaced, and the roadway will be repaved within the project limits for each culvert crossing.

BACKGROUND: The City received five qualified bids at the June 17, 2026, bid opening:

<u>Contractor</u>	<u>Amount</u>
Gitto Enterprises, Inc.	\$595,946.09
GE Construction	\$738,350.00
Breece Enterprises, Inc.	\$1,198,535.00
Birdsall Excavation and Construction	\$1,345,535.00
Beluca, LLC	\$1,964,760.00

BUDGET IMPACT: Funds are available in the FY 2026-2027 budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a contract with Gitto Enterprises, Inc. in the amount of \$595,949.09 for the Ragan and E. Russell Culvert Replacements Project and authorize the appropriate City Official(s) to execute all necessary documents.

ITEMIZED PROPOSAL

Ragan Culvert Replacement

LINE #	SPEC	DESCRIPTION	QTY	UOM	UNIT BID PRICE		AMOUNT BID	
					DOLLARS	CENTS	DOLLAR	CENTS
1	800	MOBILIZATION	1	LS	23,220	00	23,220	00
2	801	CONSTRUCTION SURVEYING	1	LS	5,805	00	5,805	00
3	200	CLEARING AND GRUBBING	1	LS	4,515	00	4,515	00
4	CHP 406	ROCK EXCAVATION IN TRENCH	40	CY	83	85	3,354	00
5	340	PIPE REMOVAL	150	LF	15	48	2,322	00
6	SP	9'x4' PRECAST CONCRETE BOX CULVERT	1	LS	73,867	98	73,867	98
7	414	BOX CULVERT EXCAVATION	1	LS	10,965	00	10,965	00
8	410	FOUNDATION EXCAVATION	50	CY	23	22	1,161	00
9	414	FOUNDATION CONDITIONING MATERIAL, BOX CULVERT	50	TN	36	12	1,806	00
10	876	RIP RAP, CLASS B	45	TN	70	95	3,192	75
11	876	GEOTEXTILE FOR DRAINAGE	80	SY	4	52	361	60
12	240	DRAINAGE DITCH EXCAVATION	5	CY	28	38	141	90
13	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	20	TN	238	65	4,773	00
14	620	ASPHALT BINDER FOR PLANT MIX	2	TN	903	00	1,806	00
15	607	MILLING ASPHALT PAVEMENT, 1.5" TO 3"	175	SY	9	68	1,694	00
16	SP	ASPHALT PLANT MIX, PAVEMENT REPAIR	25	TN	238	65	5,966	25
17	CHP 404	TRAFFIC CONTROL	1	LS	15,480	00	15,480	00
18	CHP 203	TRENCH AND BACKFILL FOR 8" WATER LINES	85	LF	54	18	4,605	30
19	CHP 205	DUCTILE IRON WATER PIPE, 8 INCH	85	LF	70	95	6,030	75
20	CHP 207	VALVE WITH BOX, 8"	2	EA	1,806	00	3,612	00
21	CHP 207	IRON FITTINGS	750	LB	4	13	3,097	50
22	CHP 303	DUCTILE IRON SANITARY SEWER PIPE 8 INCH	48	LF	79	98	3,839	04
23	CHP 303	DUCTILE IRON RESTRAINED JOINT SANITARY SEWER PIPE 8 INCH	59	LF	90	30	5,327	70
24	CHP 304	TRENCH AND BACKFILL 9.1'-13' CUT FOR 8 INCH SEWER LINES	107	LF	61	92	6,625	44
25	CHP 305	#57 STONE FOR TRENCH STABILIZATION	30	TN	36	12	1,083	60
26	CHP 305	#57 STONE FOR PIPE BEDDING	30	TN	36	12	1,083	60

All entities must be complete, dollars and cents, no zero items will be accepted.

NOTE - BIDDERS MUST CARRY OUT THE EXTENTIONS

ITEMIZED PROPOSAL

Ragan Culvert Replacement

					UNIT BID PRICE		AMOUNT BID	
27	CHP 306	EXTRA DEPTH FOR CHP STANDARD #300 MANHOLE	1	LF	451	50	451	50
28	CHP 306	EXTRA DEPTH FOR CHP STANDARD #312 MANHOLE	2	LF	516	00	1,032	00
29	CHP 306	MANHOLE, CHP STANDARD #300 (6 FT DEPTH)	2	EA	5418	00	10,836	00
30	CHP 306	MANHOLE, CHP STANDARD #312 (6 FT DEPTH)	1	EA	7,095	00	7,095	00
31	SP	TEMPORARY BYPASS PUMPING	1	LS	38,000	00	38,000	00
32	CHP 407	SELECT BACKFILL MATERIAL	150	CY	28	38	4,257	00
33	1631	MATTING FOR EROSION CONTROL	225	SY	3	87	870	75
34	1660	SEEDING AND MULCHING	0.25	AC	4,902	00	1,225	50
35	1605	TEMPORARY SILT FENCE	90	LF	5	16	464	40
36	SP	STONE OUTLET PROTECTION FOR SILT FENCE	4	EA	322	50	1,290	00
37	SP	COFFER DAM CHP STD 606.00	1	LS	5,805	00	5,805	00
38	SP	CONTINGENCY	1	LS	\$25,000	00	\$25,000	00

SUBTOTAL BID AMOUNT:	292,063	56
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All entities must be complete, dollars and cents, no zero items will be accepted.

NOTE - BIDDERS MUST CARRY OUT THE EXTENTIONS

ITEMIZED PROPOSAL

E Russell Culvert Replacement					UNIT BID PRICE		AMOUNT BID	
LINE #	SPEC	DESCRIPTION	QTY	UOM	DOLLARS	CENTS	DOLLAR	CENTS
39	800	MOBILIZATION	1	LS	23,220	00	23,220	00
40	801	CONSTRUCTION SURVEYING	1	LS	5,805	00	5,805	00
41	200	CLEARING AND GRUBBING	1	LS	4,515	00	4,515	00
42	CHP 406	ROCK EXCAVATION IN TRENCH	30	CY	83	85	3,354	00
43	340	PIPE REMOVAL	50	LF	15	48	774	00
44	SP	11'x5' PRECAST CONCRETE BOX CULVERT	1	LS	101,929	35	101,929	35
45	414	BOX CULVERT EXCAVATION	1	LS	12,255	00	12,255	00
46	410	FOUNDATION EXCAVATION	50	CY	23	22	1,161	00
47	414	FOUNDATION CONDITIONING MATERIAL, BOX CULVERT	60	TN	36	12	2,167	20
48	876	RIP RAP, CLASS B	55	TN	70	95	3,902	25
49	876	GEOTEXTILE FOR DRAINAGE	95	TN	4	52	429	40
50	240	DRAINAGE DITCH EXCAVATION	9	CY	28	38	255	42
51	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	20	TN	238	65	4,773	00
52	620	ASPHALT BINDER FOR PLANT MIX	2	TN	903	00	1,806	00
53	607	MILLING ASPHALT PAVEMENT, 1.5" TO 3"	200	SY	8	38	1,676	00
54	SP	ASPHALT PLANT MIX, PAVEMENT REPAIR	35	TN	238	65	8,352	75
55	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	400	LF	3	23	1,292	00
56	CHP 404	TRAFFIC CONTROL	1	LS	15,480	00	15,480	00
57	CHP 303	DUCTILE IRON SANITARY SEWER PIPE 8 INCH	51	LF	79	98	4,078	98
58	CHP 303	DUCTILE IRON RESTRAINED JOINT SANITARY SEWER PIPE 8 INCH	43	LF	90	30	3,882	90
59	CHP 304	TRENCH AND BACKFILL 9.1'-13' CUT FOR 8 INCH SEWER LINES	94	LF	61	92	5,820	48
60	CHP 305	#57 STONE FOR TRENCH STABILIZATION	20	TN	36	12	722	40
61	CHP 305	#57 STONE FOR PIPE BEDDING	20	TN	36	12	722	40
62	CHP 306	EXTRA DEPTH FOR CHP STANDARD #300 MANHOLE	3.5	LF	451	50	1,580	25
63	CHP 306	EXTRA DEPTH FOR CHP STANDARD #312 MANHOLE	1.5	LF	516	00	774	00
64	CHP 306	MANHOLE, CHP STANDARD #300 (6 FT DEPTH)	2	EA	5,418	00	10,836	00

All entities must be complete, dollars and cents, no zero items will be accepted.

NOTE - BIDDERS MUST CARRY OUT THE EXTENTIONS

ITEMIZED PROPOSAL

E Russell Culvert Replacement

					UNIT BID PRICE		AMOUNT BID	
65	CHP 306	MANHOLE, CHP STANDARD #312 (6 FT DEPTH)	1	EA	7,095	00	7,095	00
66	SP	TEMPORARY BYPASS PUMPING	1	LS	38,000	00	38,000	00
67	CHP 407	SELECT BACKFILL MATERIAL	120	CY	28	38	3,405	60
68	1631	MATting FOR EROSION CONTROL	225	SY	3	87	870	75
69	1660	SEEDING AND MULCHING	0.25	AC	4,902	00	1,225	50
70	1605	TEMPORARY SILT FENCE	90	LF	5	16	464	40
71	SP	STONE OUTLET PROTECTION FOR SILT FENCE	4	EA	322	50	1,290	00
72	SP	COFFER DAM CHP STD 606.00	1	LS	5,805	00	5,805	00
73	SP	CONTINGENCY	1	LS	\$25,000	00	\$25,000	00

SUBTOTAL BID AMOUNT:	303,882	53
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TOTAL BID AMOUNT:	595,946	09
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All entities must be complete, dollars and cents, no zero items will be accepted.

NOTE - BIDDERS MUST CARRY OUT THE EXTENTIONS

BID RECOMMENDATION

DEPARTMENT: **Engineering Services**

COUNCIL AGENDA DATE: **July 20, 2026**

BID NO.: **26-061726**

CONTRACT NO.: **ENG 2026-001**

DATE OPEN: **6/17/2026**

DESCRIPTION:

Ragan and E Russell Culvert Replacements Project

PURPOSE:

The Engineering Services Department recommends approval of contract ENG2026-001 for the Ragan and E Russell Culvert Replacements project.

COMMENTS:

We received five responsive bidders:
Gitto Enterprises, Inc.: \$595,946.09
GE Construction: \$738,350.00
Breece Enterprises, Inc.: \$1,198,535.00
Birdsall Excavation and Construction: \$1,345,535.00
Beluca LLC: \$1,964,760.00

RECOMMEND AWARD TO: **Gitto Enterprises, Inc.**

AMOUNT: **\$595,946.09**

JUSTIFICATION:

The lowest responsive bidder is Gitto Enterprises, Inc. at \$595,946.09

FUND	COST CENTER	GRANTS/PROJECTS	SPEND CATEGORY	ADDITIONAL WORKTAGS	BUDGETED AMOUNT
FD471	CC5106	9000	SC154		\$595,946.09
TOTAL BUDGETED AMOUNT					\$595,946.09

DEPARTMENT HEAD: **Trevor Spencer** Digitally signed by Trevor Spencer
Date: 2026.07.08 13:37:50 -04'00' DATE: **7/8/2026**

The Purchasing Division concurs with recommendation submitted by the **Engineering Dept.** and recommends
award to the lowest responsible, responsive bidder **Gitto Enterprises, Inc.** in the amount of **\$595,946.09**

PURCHASING MANAGER: **Candy E Harmon** Digitally signed by Candy E Harmon
Date: 2026.07.09 16:59:06 -04'00' DATE: **7/9/2026**

FINANCIAL SERVICES DIRECTOR: **Bobby Fitzjohn** Digitally signed by Bobby Fitzjohn
Date: 2026.07.09 17:01:21 -04'00' DATE: **7/9/26**

Approved for Submission to Council

CITY MANAGER:
(For City Council Approval Only)

DATE:

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Contract with Johnson Controls Building Solutions, LLC

FROM:
Trevor Spencer
Engineering and Facilities Director

MEETING DATE:
July 16, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Agreement for Services

PURPOSE: Facilities Services recommends City Council approve a contract with Johnson Controls Building Solutions, LLC, for fire alarm and security services. The service contract is for a five-year term for the following facilities:

- City Hall
- Truist Point Stadium
- High Point Library
- Northpoint
- Municipal Operations Center
- Allen Jay Recreation Center
- High Point Museum
- Fleet Services

BACKGROUND: Johnson Controls Building Solutions, LLC submitted a five-year service contract proposal at a total not-to-exceed amount of \$243,779.00.

The contract will be in effect through June 30, 2031.

BUDGET IMPACT: Funds are available in the FY 2026-2027 budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a five-year contract with Johnson Controls Building Solutions, LLC in the amount of \$243,779 for fire alarm and security services for City facilities and authorize the appropriate City Official(s) to execute all necessary documents.

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (“Agreement”) is made on July 1, 2026 (the “**Effective Date**”), by and between the City of High Point, a North Carolina municipal corporation (the “**City**”), and Johnson Controls Building Solutions, LLC, a(n) Delaware limited liability company (“**Service Provider**”). The City and Service Provider are at times collectively referred to hereinafter as the “**Parties**” or individually as a “**Party**”.

WHEREAS, the City desires to engage Service Provider to provide the services described on **Exhibit A** attached hereto, together with any additional services reasonably implied and inferred therefrom or customarily provided in the performance of services of the nature to be provided by Service Provider pursuant hereto (the “**Services**”); and

WHEREAS, Service Provider desires to render the Services in accordance with this Agreement, and has the experience, staff, and resources to perform such Services;

NOW, THEREFORE, the City and Service Provider, in consideration of their mutual covenants and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, hereby agree as follows:

SECTION I. ENGAGEMENT OF SERVICE PROVIDER

A. Engagement. Service Provider shall perform the Services and the City shall pay Service Provider for the performance of such Services as set forth herein.

B. Independent Contractors. The relationship between the Parties shall be that of independent contractors. Without limiting the generality of the foregoing, the Parties acknowledge and agree that Service Provider, its employees, subcontractors, and suppliers are not individually or collectively to be deemed an employee or employees of the City under any circumstances. Furthermore, nothing in this Agreement shall under any circumstances be construed to make the City and Service Provider joint venturers, partners, or parties to similar relationships with each other.

SECTION II. PROVISION OF THE SERVICES

A. Provision of the Services. Service Provider will provide the Services in accordance with the terms and conditions of this Agreement.

B. Fees. The City will pay Service Provider for provision of the Services consistent with the hourly rates and/or fixed amounts set forth on **Exhibit A**, with the total payment to Service Provider under this Agreement not to exceed \$243,779.00.

C. Additional Services. Any work requested by the City but which goes beyond the scope of the Services will be classified as “**Additional Services.**” Additional Services will be negotiated on an individual project basis and, if such negotiations are successful, will be governed by an amendment to this Agreement or a new separate agreement between the Parties.

SECTION III. RESPONSIBILITIES OF SERVICE PROVIDER AND CITY

A. Service Provider's Responsibilities.

1. Service Provider shall be responsible for the quality, technical accuracy, and the coordination of all Services (including all related deliverables (the “**Deliverables**”)) furnished by Service Provider under this Agreement.

2. The Services shall be performed consistent with the schedule, if any, set forth on **Exhibit A**. If no such schedule is set forth on **Exhibit A**, the Services shall be provided within a reasonable time established by the City. Service Provider agrees to provide progress reports regarding its performance of the Services in a format acceptable to the City and at intervals established by the City. The City will be entitled at all times to be promptly advised, at its request and in writing, as to the status of Services being performed by Service Provider and of the details thereof.

3. In the event there are delays on the part of the City as to the approval of any of the materials submitted by Service Provider, or if there are delays occasioned by circumstances beyond the control of Service Provider which delay the Services' completion date as specified on **Exhibit A**, the City may grant to Service Provider an extension of the contract time equal to the aforementioned delays, provided there are no changes in compensation or scope of services.

4. It shall be the responsibility of Service Provider to ensure at all times that sufficient contract time remains within which to complete the Services. Time is of the essence with respect to Service Provider's performance of the Services.

5. In the event that Service Provider fails to timely complete the performance of all Services in accordance with the timeframe set forth on **Exhibit A**, the City shall have the right to cease making any partial progress payments following expiration of such timeframe. No further payments under this Agreement will be made until a time extension is granted by the City or all Services have been completed and accepted by the City in writing.

6. Service Provider shall submit to the City such Project documentation and Deliverables as agreed to by Service Provider and the City on **Exhibit A**. Service Provider shall not be liable for use by the City of said Deliverables for any purpose other than those intended by the terms of this Agreement.

7. All plans, specifications, analytical tools, maps, documents, reports, and/or other Deliverables prepared or obtained under this Agreement shall be considered “works made for hire” (as defined in 17 U.S.C. §101) for the City and shall become the property of the City without restriction or limitation on their use. To the extent that any of the Deliverables do not constitute a “work made for hire”, Service Provider hereby irrevocably assigns, and shall cause its employees, agents, and other personnel (collectively, “**Personnel**”) to irrevocably assign to the City, in each case without additional consideration, all right, title, and interest throughout the world in and to

the Deliverables, including all intellectual property rights therein. Service Provider shall cause its Personnel to irrevocably waive, to the extent permitted by applicable law, any and all claims such its Personnel may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of *droit moral* with respect to the Deliverables. Upon the City’s reasonable request, Service Provider shall, and shall cause its Personnel to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist the City to prosecute, register, perfect, or record its rights in or to any Deliverables.

8. The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Regulations, Titles 23, 48, and 49 and other pertinent Federal, State, and City Regulations, as applicable, with the understanding that there is no conflict between City, State, and Federal Regulations and, in the event there is a conflict, the more restrictive of the applicable regulations will govern.

9. Service Provider’s right to reimbursement for travel costs, if any, will be addressed in the compensation provisions set forth on **Exhibit A**.

10. Service Provider shall comply with all applicable construction specifications and policies provided to it by the City during Service Provider’s provision of the Services.

11. Prior to provision of the Services, Service Provider shall, by written notice to the City, designate a representative to act on behalf of Service Provider with respect to the Services to be performed hereunder (the “**Designated Representative**”). The Designated Representative’s decisions, agreements, and actions relating to the Services to be provided hereunder shall be binding upon Service Provider. If the City requests that Service Provider designate a different Designated Representative, Service Provider will do so within five (5) calendar days of Service Provider’s receipt of written notice from the City regarding such request. If Service Provider decides to change the Designated Representative, Service Provider will give written notice to the City of its new Designated Representative and the effective date of such change.

12. Prior to the commencement of Service Provider’s provision of Services (a) the City will provide written notice to Service Provider of the requirement, if any, to provide payment and/or performance bonds relating to the Services, and (b) Service Provider shall provide any such bonds so required by the City in connection therewith.

B. The City’s Responsibilities.

1. The City shall designate and fully authorize an appointed representative(s) to act on behalf of the City with respect to this Agreement. The representative’s instructions, requests, and decisions on behalf of the City will be binding to all matters pertaining to this Agreement.

2. The City shall provide existing data, plans, reports, and other information known to, in possession of, or under control of the City which are relevant to the execution of the duties

of Service Provider under this Agreement, and shall provide information regarding Project and task objectives, constraints, criteria, relationships, flexibility, systems, site features, and other requirements that exist as of the Effective Date or which may develop during the performance of this Agreement, and shall assist Service Provider in obtaining needed information from the City's files.

3. The City shall furnish or cause to be furnished data prepared by others, or services of others, except those data and services which are to be provided by Service Provider pursuant to **Exhibit A**.

SECTION IV. TERM

A. Duration. The term of this Agreement (the "**Term**") will commence on the Effective Date and will expire upon completion of Service Provider's performance of the Services, unless sooner terminated as provided herein.

SECTION V. COMPENSATION AND PAYMENT

As compensation for Service Provider's performance of the Services, the City agrees to pay Service Provider at the rates and in the amounts set forth on **Exhibit A** and subject to the provisions of this **Section V**.

A. Invoices.

1. Submittal. Service Provider's invoices to the City for compensation for Services ("**Invoices**") shall be submitted on a monthly basis. Each Invoice shall reference this Agreement. The City shall have fifteen (15) calendar days from the City's receipt of an Invoice to report any concerns about the Invoice to Service Provider. Any concerns shall be promptly addressed by Service Provider to the reasonable satisfaction of the City, and Service Provider shall submit a revised Invoice after the City's concerns about the Invoice have been addressed.

2. Payment. Payment terms for any undisputed items are thirty (30) calendar days after the City's receipt of each accurate and properly submitted Invoice.

3. Required Detail. Each Invoice shall be submitted to the City with detail and supporting documentation sufficient to process the Invoice for payment and for a proper pre-audit and post-audit thereof.

4. Disputed Items. If any items in any Invoices are disputed by the City for any reason, including the lack of supporting documentation, the City shall promptly notify Service Provider of the dispute and request clarification and/or remedial action. After any dispute has been settled, Service Provider shall include the disputed item on a subsequent regularly scheduled Invoice or on a special Invoice for the disputed item only.

B. Audit of Records. Service Provider agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to Services performed under this Agreement and to make such materials available for the City's audit or inspection at the City's office during the Term and for five (5) years from the date of final payment.

SECTION VI. INSURANCE AND INDEMNIFICATION

A. Insurance Coverage.

1. General Insurance Requirements. At all times during the Term, Service Provider shall have and maintain in full force and effect, at its sole cost and expense, at least the following types and amounts of insurance coverage:

(a) Commercial General Liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Service Provider under this Agreement;

(b) Worker's Compensation with limits no less than the minimum amount required by applicable law;

(c) Commercial Automobile Liability with limits no less than \$2,000,000, combined single limit; and

(d) Errors and Omissions/Professional Liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

2. All insurance policies required pursuant to this **Section VI** (collectively, the "**Required Policies**") shall:

(a) be issued by insurance companies reasonably acceptable to the City;

(b) provide that such insurance companies give the City at least thirty (30) calendar days' prior written notice of cancellation or non-renewal of policy coverage; provided that, prior to such cancellation, Service Provider shall have new insurance policies in place that meet the requirements of this **Section VI**;

(c) waive any right of subrogation of the insurers against the City;

(d) provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of the City shall be excess and non-contributory; and

(e) name the City as additional insured.

3. This **Section VI** shall not be construed in any manner as waiving, restricting, or limiting the liability of either Party for any obligations imposed under this Agreement (including but not limited to, any provisions requiring a Party hereto to indemnify, defend, and hold the other Party harmless under this Agreement).

4. Service Provider shall include as **Exhibit B** to this Agreement copies of certificates of insurance evidencing the existence of the Required Policies and naming the City of High Point as an additional insured thereon (the “**Certificates of Insurance**”).

B. Indemnification.

1. General Indemnification. Service Provider shall defend, indemnify, and hold harmless the City and its officers, directors, employees, agents, successors, and permitted assigns (each, an “**Indemnitee**”) from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, “**Losses**”) arising out of or resulting from:

(a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the willful, fraudulent, or negligent acts or omissions of Service Provider or its Personnel; and

(b) Service Provider’s breach of any representation, warranty, or obligation of Service Provider set forth in this Agreement.

2. Intellectual Property Indemnification. Service Provider shall defend, indemnify, and hold harmless the City and its officers, directors, employees, agents, successors, and permitted assigns from and against all Losses based on a claim that any of the Services (or related Deliverables) or the City’s receipt or use thereof infringes any intellectual property right of a third party; provided, however, that Service Provider shall have no obligations under this **Section VI.B.2** with respect to claims to the extent arising out of: (a) any instruction, information, designs, specifications, or other materials provided by the City in writing to Service Provider; (b) use of any Deliverables in combination with any materials or equipment not supplied to the City or specified by Service Provider in writing, if the infringement would have been avoided by the use of the Deliverables not so combined; or (c) any modifications or changes made to any Deliverables by or on behalf of any person other than Service Provider or its Personnel.

SECTION VII. TERMINATION

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

B. Termination for Convenience. The City may terminate this Agreement at any time for its convenience upon notice to Service Provider. If this Agreement is terminated by the City pursuant to this **Section VII.B**, Service Provider shall be paid for the portion of Services satisfactorily performed through the effective time of such termination.

C. Post-Termination Obligations. Upon any termination effected pursuant to this **Section VII**, Service Provider shall (1) promptly discontinue all Services affected, and (2) deliver or otherwise make available to the City all documents, data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Service Provider in performing this Agreement, whether completed or in process.

D. City May Prosecute Services. Upon any termination effected pursuant to this **Section VII**, the City may take over the performance of the Services and prosecute the same to completion by agreement with a third party or otherwise.

E. Survival. The rights and obligations of the Parties set forth in this **Section VII.E** and **Section I.B**, **Section III.A.8**, **Section V**, **Section VI**, **Section VII.C**, **Section VII.D**, **Section VIII**, and **Section X**, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

SECTION VIII. SERVICE PROVIDER'S REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. E-Verify. Service Provider represents, warrants, and certifies to the City that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and covenants that at all times during the Term, it will continue to comply with these requirements. Service Provider also covenants that it will require that all of its subcontractors that provide any of the Services to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Service Provider's breach of its representations, warranties, and/or covenants in this **Section VIII.A** shall be deemed to be a material breach of this Agreement.

B. Compliance with Legal Requirements. Service Provider will comply with all applicable local, state, and federal laws, regulations, ordinances, and rules relating in any way to the provision of the Services, including, without limitation, all such laws, regulations, ordinances, and rules prohibiting discrimination on the grounds of race, color, religion, sex, age, disability, national origin, or other protected classes in the performance of Services under this Agreement.

C. Skill, Title, Non-Infringement, and Conformity with Specifications. In addition to the implied warranties of merchantability and fitness for a particular purpose, which are hereby

incorporated by reference with respect to the Services, Service Provider further represents and warrants to the City that:

1. it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement;

2. the City will receive good and valid title to all Deliverables, free and clear of all encumbrances and liens of any kind;

3. none of the Services, Deliverables, and the City's use thereof infringe or will infringe any intellectual property right of any third party, and, as of the date hereof, there are no pending or, to Service Provider's knowledge, threatened claims, litigation, or other proceedings pending against Service Provider by any third party based on an alleged violation of such intellectual property rights;

4. the Services and Deliverables will be in conformity in all material respects with all requirements or specifications stated in this Agreement for a period of two (2) years from full completion of the Services.

D. Confidential Information. Service Provider agrees: (a) not to disclose or otherwise make available Confidential Information to any third party without the prior written consent of the City; provided, however, that Service Provider may disclose the Confidential Information to its Personnel and legal advisors who have a "need to know", who have been apprised of this restriction, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section; (b) to use the Confidential Information only for the purposes of performing its obligations under this Agreement; and (c) to immediately notify the City in the event it becomes aware of any loss or disclosure of any of the Confidential Information. If Service Provider becomes legally compelled to disclose any Confidential Information, Service Provider shall provide: (x) prompt written notice of such requirement so that the City may seek, at its sole cost and expense, a protective order or other remedy; and (y) reasonable assistance, at the City's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, Service Provider remains required by law to disclose any Confidential Information, Service Provider shall disclose no more than that portion of the Confidential Information which, on the advice of Service Provider's legal counsel, Service Provider is legally required to disclose. As used herein, "**Confidential Information**" means any information that is treated as confidential by the City, including but not limited to all non-public information about the City's business affairs, products or services, intellectual property rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether or not marked, designated, or otherwise identified as "confidential." Confidential Information shall not include information that: (a) is already known to Service Provider without restriction on use or disclosure prior to receipt of such

information from the City; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, Service Provider; (c) is developed by Service Provider independently of, and without reference to, any Confidential Information of the City; or (d) is received by Service Provider from a third party who is not under any obligation to the City to maintain the confidentiality of such information.

E. No Debarment. Service Provider represents and warrants to the City that Service Provider 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 IX. MEETINGS

A. General. Subject to any more specific provisions set forth on **Exhibit A**, Service Provider will make such reviews, attend such meetings, and make such contacts as are necessary to maintain the schedule for any City project to which the Services relate (the “**Project**”) and for proper preparation of plans, documents, specifications, and special provisions.

B. Status Updates. Service Provider may be required to meet with representative(s) of the City to review the status of the Services and/or the Project. These meetings will not be required unless problems arise that cannot be resolved during the Parties’ regular meetings. Such additional meetings, if needed, shall be held at the City’s office or at the Project site as appropriate.

SECTION X. MISCELLANEOUS

A. Entire Agreement; Conflicting Provisions. This Agreement, together with all Exhibits and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In case of a conflict between the provisions of this Agreement and the provisions of any attachment or other document referenced by or incorporated into this Agreement, the provisions of this Agreement shall control and prevail. Any terms and conditions or similar provisions submitted by Service Provider on any Invoice or other form shall not become a part of this Agreement unless agreed upon in a writing executed by a duly authorized representative of the City. Without limiting the generality of the foregoing, the Parties acknowledge and agree that **Exhibit A** attached hereto may take the form of Service Provider’s proposal for the Services, in which case any verbiage set forth on **Exhibit A** that (a) conflicts with the provisions of this Agreement or its other Exhibits, or (b) adds any terms, conditions, qualifications, covenants, or agreements beyond the matters that this Agreement specifically contemplates to be addressed on **Exhibit A** (i.e., a description of Services, the compensation payable to Service Provider for the Services, the documentation and deliverables to be provided in connection with the Services, and the schedule for performance of the Services), shall be disregarded and of no force or effect.

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

C. Severability. The invalidity of one or more phrases, sentences, clauses, or sections in this Agreement shall not affect the validity of the remaining portions of this Agreement, so long as the material purpose of this Agreement can be determined and effectuated.

D. No Waiver. Any failure by either Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any such provision.

E. Counterparts. This Agreement may be signed in any number of counterparts, and all such counterparts together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

F. Governing Law; Jurisdiction. This Agreement and performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of North Carolina without giving effect to its principles regarding conflicts of laws. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Services provided hereunder shall be instituted exclusively in the courts of North Carolina located in Guilford County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court. To the extent permitted by applicable law, if any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party hereto against the other Party arising out of or related to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party, in addition to any damages and costs otherwise awarded to the prevailing Party.

G. Equitable Relief. Each Party acknowledges that a breach by a Party of **Section III.A.8** or **Section VIII.D** may cause the non-breaching Party irreparable harm, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching Party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching Party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

H. Successors and Assigns; Assignment. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or

implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement. Neither Party may assign, sublet, subcontract, or transfer any interest in this Agreement without the prior written consent of the other Party.

I. 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.

J. 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 X.J**):

If to the City:

The City of High Point
Purchasing Department
P.O. Box 230
High Point, NC 27261

If to Service Provider:

(See Service Provider's address for notices on the signature page hereof.)

K. Disclosure. Service Provider 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. Service Provider also agrees that it shall not publish, copyright, or patent any of the Deliverables or other work product furnished to the City pursuant to this Agreement, it being understood that all such Deliverables or other work product is the exclusive property of the City.

L. Interpretation. For purposes of this Agreement, (a) the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof, and (y) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This

Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

M. Continuation of Performance of the Services During Dispute. During the pendency of any dispute between the Parties arising out of or relating to this Agreement, provided that Service Provider's continued performance of Services is requested by the City in writing, it shall be the responsibility of Service Provider to continue to provide the Services in conformity with the Agreement. The City shall, subject to its right to withhold amounts to cover damages allegedly caused by Service Provider's breach or default under this Agreement, continue to pay Service Provider any undisputed amounts in accordance with this Agreement. For the avoidance of doubt, the provisions of this **Section X.M** shall not apply in the event of a termination of this Agreement pursuant to **Section VII**.

N. Representation of Authority. Any individual executing this Agreement on behalf of Service Provider 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 Service Provider and does so with full legal authority.

[SIGNATURES BEGIN ON THE NEXT PAGE]

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

The City:

CITY OF HIGH POINT

By: _____

Name: Tasha Logan Ford

Title: 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

Service Provider:

JOHNSON CONTROLS BUILDING SOLUTIONS,
LLC

By: _____

Name: _____

Title: _____

Service Provider's address for notices:

Attn: Jorden Brooks

EXHIBIT A

to

AGREEMENT FOR SERVICES

Description of Services, Compensation, Documentation and Deliverables, Endorsements, and
Schedule

(See attached)

EXHIBIT B
to
AGREEMENT FOR SERVICES

Certificate(s) of Insurance

(See attached)

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Contract with Caring Services, Inc.

FROM:
Mary Sizemore
Libraries Director

MEETING DATE:
July 16, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Agreement for Services

PURPOSE: To approve a contract with Caring Services for social work support services at the High Point Public Library.

BACKGROUND: Social work services have been available at the library since August 2024. From July, 2025 – June, 2026, the licensed social worker and certified peer support specialist have had over 700 interactions in which they provided employment and housing assistance, as well as guidance in accessing Medicaid/health insurance, retirement, disability, and FNS/SNAP benefits. These are services library staff are not equipped to provide.

BUDGET IMPACT: Funds are available in the FY 2026-2027 budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a contract with Caring Services, Inc. in the amount of \$147,488.54 for contracted social work support services at the library and authorize the appropriate City Official(s) to execute all necessary documents.

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (“Agreement”) is made on July 21, 2026 (the “**Effective Date**”), by and between the City of High Point, a North Carolina municipal corporation (the “**City**”), and Caring Services, Inc., a(n) North Carolina nonprofit corporation (“**Service Provider**”). The City and Service Provider are at times collectively referred to hereinafter as the “**Parties**” or individually as a “**Party**”.

WHEREAS, the City desires to engage Service Provider to provide the services described on **Exhibit A** attached hereto, together with any additional services reasonably implied and inferred therefrom or customarily provided in the performance of services of the nature to be provided by Service Provider pursuant hereto (the “**Services**”); and

WHEREAS, Service Provider desires to render the Services in accordance with this Agreement, and has the experience, staff, and resources to perform such Services;

NOW, THEREFORE, the City and Service Provider, in consideration of their mutual covenants and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, hereby agree as follows:

SECTION I. ENGAGEMENT OF SERVICE PROVIDER

A. Engagement. Service Provider shall perform the Services and the City shall pay Service Provider for the performance of such Services as set forth herein.

B. Independent Contractors. The relationship between the Parties shall be that of independent contractors. Without limiting the generality of the foregoing, the Parties acknowledge and agree that Service Provider, its employees, subcontractors, and suppliers are not individually or collectively to be deemed an employee or employees of the City under any circumstances. Furthermore, nothing in this Agreement shall under any circumstances be construed to make the City and Service Provider joint venturers, partners, or parties to similar relationships with each other.

SECTION II. PROVISION OF THE SERVICES

A. Provision of the Services. Service Provider will provide the Services in accordance with the terms and conditions of this Agreement.

B. Fees. The City will pay Service Provider for provision of the Services consistent with the hourly rates and/or fixed amounts set forth on **Exhibit A**, with the total payment to Service Provider under this Agreement not to exceed \$147,488.54.

C. Additional Services. Any work requested by the City but which goes beyond the scope of the Services will be classified as “**Additional Services.**” Additional Services will be negotiated on an individual project basis and, if such negotiations are successful, will be governed by an amendment to this Agreement or a new separate agreement between the Parties.

SECTION III. RESPONSIBILITIES OF SERVICE PROVIDER AND CITY

A. Service Provider's Responsibilities.

1. Service Provider shall be responsible for the quality, technical accuracy, and the coordination of all Services (including all related deliverables (the “**Deliverables**”)) furnished by Service Provider under this Agreement.

2. The Services shall be performed consistent with the schedule, if any, set forth on **Exhibit A**. If no such schedule is set forth on **Exhibit A**, the Services shall be provided within a reasonable time established by the City. Service Provider agrees to provide progress reports regarding its performance of the Services in a format acceptable to the City and at intervals established by the City. The City will be entitled at all times to be promptly advised, at its request and in writing, as to the status of Services being performed by Service Provider and of the details thereof.

3. In the event there are delays on the part of the City as to the approval of any of the materials submitted by Service Provider, or if there are delays occasioned by circumstances beyond the control of Service Provider which delay the Services' completion date as specified on **Exhibit A**, the City may grant to Service Provider an extension of the contract time equal to the aforementioned delays, provided there are no changes in compensation or scope of services.

4. It shall be the responsibility of Service Provider to ensure at all times that sufficient contract time remains within which to complete the Services. Time is of the essence with respect to Service Provider's performance of the Services.

5. In the event that Service Provider fails to timely complete the performance of all Services in accordance with the timeframe set forth on **Exhibit A**, the City shall have the right to cease making any partial progress payments following expiration of such timeframe. No further payments under this Agreement will be made until a time extension is granted by the City or all Services have been completed and accepted by the City in writing.

6. Service Provider shall submit to the City such Project documentation and Deliverables as agreed to by Service Provider and the City on **Exhibit A**. Service Provider shall not be liable for use by the City of said Deliverables for any purpose other than those intended by the terms of this Agreement.

7. All plans, specifications, analytical tools, maps, documents, reports, and/or other Deliverables prepared or obtained under this Agreement shall be considered “works made for hire” (as defined in 17 U.S.C. §101) for the City and shall become the property of the City without restriction or limitation on their use. To the extent that any of the Deliverables do not constitute a “work made for hire”, Service Provider hereby irrevocably assigns, and shall cause its employees, agents, and other personnel (collectively, “**Personnel**”) to irrevocably assign to the City, in each case without additional consideration, all right, title, and interest throughout the world in and to

the Deliverables, including all intellectual property rights therein. Service Provider shall cause its Personnel to irrevocably waive, to the extent permitted by applicable law, any and all claims such its Personnel may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of *droit moral* with respect to the Deliverables. Upon the City’s reasonable request, Service Provider shall, and shall cause its Personnel to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist the City to prosecute, register, perfect, or record its rights in or to any Deliverables.

8. The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Regulations, Titles 23, 48, and 49 and other pertinent Federal, State, and City Regulations, as applicable, with the understanding that there is no conflict between City, State, and Federal Regulations and, in the event there is a conflict, the more restrictive of the applicable regulations will govern.

9. Service Provider’s right to reimbursement for travel costs, if any, will be addressed in the compensation provisions set forth on **Exhibit A**.

10. Service Provider shall comply with all applicable construction specifications and policies provided to it by the City during Service Provider’s provision of the Services.

11. Prior to provision of the Services, Service Provider shall, by written notice to the City, designate a representative to act on behalf of Service Provider with respect to the Services to be performed hereunder (the “**Designated Representative**”). The Designated Representative’s decisions, agreements, and actions relating to the Services to be provided hereunder shall be binding upon Service Provider. If the City requests that Service Provider designate a different Designated Representative, Service Provider will do so within five (5) calendar days of Service Provider’s receipt of written notice from the City regarding such request. If Service Provider decides to change the Designated Representative, Service Provider will give written notice to the City of its new Designated Representative and the effective date of such change.

12. Prior to the commencement of Service Provider’s provision of Services (a) the City will provide written notice to Service Provider of the requirement, if any, to provide payment and/or performance bonds relating to the Services, and (b) Service Provider shall provide any such bonds so required by the City in connection therewith.

B. The City’s Responsibilities.

1. The City shall designate and fully authorize an appointed representative(s) to act on behalf of the City with respect to this Agreement. The representative’s instructions, requests, and decisions on behalf of the City will be binding to all matters pertaining to this Agreement.

2. The City shall provide existing data, plans, reports, and other information known to, in possession of, or under control of the City which are relevant to the execution of the duties

of Service Provider under this Agreement, and shall provide information regarding Project and task objectives, constraints, criteria, relationships, flexibility, systems, site features, and other requirements that exist as of the Effective Date or which may develop during the performance of this Agreement, and shall assist Service Provider in obtaining needed information from the City's files.

3. The City shall furnish or cause to be furnished data prepared by others, or services of others, except those data and services which are to be provided by Service Provider pursuant to **Exhibit A**.

SECTION IV. TERM

A. Duration. The term of this Agreement (the "**Term**") will commence on the Effective Date and will expire upon completion of Service Provider's performance of the Services, unless sooner terminated as provided herein.

SECTION V. COMPENSATION AND PAYMENT

As compensation for Service Provider's performance of the Services, the City agrees to pay Service Provider at the rates and in the amounts set forth on **Exhibit A** and subject to the provisions of this **Section V**.

A. Invoices.

1. Submittal. Service Provider's invoices to the City for compensation for Services ("**Invoices**") shall be submitted on a monthly basis. Each Invoice shall reference this Agreement. The City shall have fifteen (15) calendar days from the City's receipt of an Invoice to report any concerns about the Invoice to Service Provider. Any concerns shall be promptly addressed by Service Provider to the reasonable satisfaction of the City, and Service Provider shall submit a revised Invoice after the City's concerns about the Invoice have been addressed.

2. Payment. Payment terms for any undisputed items are thirty (30) calendar days after the City's receipt of each accurate and properly submitted Invoice.

3. Required Detail. Each Invoice shall be submitted to the City with detail and supporting documentation sufficient to process the Invoice for payment and for a proper pre-audit and post-audit thereof.

4. Disputed Items. If any items in any Invoices are disputed by the City for any reason, including the lack of supporting documentation, the City shall promptly notify Service Provider of the dispute and request clarification and/or remedial action. After any dispute has been settled, Service Provider shall include the disputed item on a subsequent regularly scheduled Invoice or on a special Invoice for the disputed item only.

B. Audit of Records. Service Provider agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to Services performed under this Agreement and to make such materials available for the City's audit or inspection at the City's office during the Term and for five (5) years from the date of final payment.

SECTION VI. INSURANCE AND INDEMNIFICATION

A. Insurance Coverage.

1. General Insurance Requirements. At all times during the Term, Service Provider shall have and maintain in full force and effect, at its sole cost and expense, at least the following types and amounts of insurance coverage:

(a) Commercial General Liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Service Provider under this Agreement;

(b) Worker's Compensation with limits no less than the minimum amount required by applicable law;

(c) Commercial Automobile Liability with limits no less than \$2,000,000, combined single limit; and

(d) Errors and Omissions/Professional Liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

2. All insurance policies required pursuant to this **Section VI** (collectively, the "**Required Policies**") shall:

(a) be issued by insurance companies reasonably acceptable to the City;

(b) provide that such insurance companies give the City at least thirty (30) calendar days' prior written notice of cancellation or non-renewal of policy coverage; provided that, prior to such cancellation, Service Provider shall have new insurance policies in place that meet the requirements of this **Section VI**;

(c) waive any right of subrogation of the insurers against the City;

(d) provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of the City shall be excess and non-contributory; and

(e) name the City as additional insured.

3. This **Section VI** shall not be construed in any manner as waiving, restricting, or limiting the liability of either Party for any obligations imposed under this Agreement (including but not limited to, any provisions requiring a Party hereto to indemnify, defend, and hold the other Party harmless under this Agreement).

4. Service Provider shall include as **Exhibit B** to this Agreement copies of certificates of insurance evidencing the existence of the Required Policies and naming the City of High Point as an additional insured thereon (the “**Certificates of Insurance**”).

B. Indemnification.

1. General Indemnification. Service Provider shall defend, indemnify, and hold harmless the City and its officers, directors, employees, agents, successors, and permitted assigns (each, an “**Indemnitee**”) from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, “**Losses**”) arising out of or resulting from:

(a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the willful, fraudulent, or negligent acts or omissions of Service Provider or its Personnel; and

(b) Service Provider’s breach of any representation, warranty, or obligation of Service Provider set forth in this Agreement.

2. Intellectual Property Indemnification. Service Provider shall defend, indemnify, and hold harmless the City and its officers, directors, employees, agents, successors, and permitted assigns from and against all Losses based on a claim that any of the Services (or related Deliverables) or the City’s receipt or use thereof infringes any intellectual property right of a third party; provided, however, that Service Provider shall have no obligations under this **Section VI.B.2** with respect to claims to the extent arising out of: (a) any instruction, information, designs, specifications, or other materials provided by the City in writing to Service Provider; (b) use of any Deliverables in combination with any materials or equipment not supplied to the City or specified by Service Provider in writing, if the infringement would have been avoided by the use of the Deliverables not so combined; or (c) any modifications or changes made to any Deliverables by or on behalf of any person other than Service Provider or its Personnel.

SECTION VII. TERMINATION

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

B. Termination for Convenience. The City may terminate this Agreement at any time for its convenience upon notice to Service Provider. If this Agreement is terminated by the City pursuant to this **Section VII.B**, Service Provider shall be paid for the portion of Services satisfactorily performed through the effective time of such termination.

C. Post-Termination Obligations. Upon any termination effected pursuant to this **Section VII**, Service Provider shall (1) promptly discontinue all Services affected, and (2) deliver or otherwise make available to the City all documents, data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Service Provider in performing this Agreement, whether completed or in process.

D. City May Prosecute Services. Upon any termination effected pursuant to this **Section VII**, the City may take over the performance of the Services and prosecute the same to completion by agreement with a third party or otherwise.

E. Survival. The rights and obligations of the Parties set forth in this **Section VII.E** and **Section I.B**, **Section III.A.8**, **Section V**, **Section VI**, **Section VII.C**, **Section VII.D**, **Section VIII**, and **Section X**, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

SECTION VIII. SERVICE PROVIDER'S REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. E-Verify. Service Provider represents, warrants, and certifies to the City that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and covenants that at all times during the Term, it will continue to comply with these requirements. Service Provider also covenants that it will require that all of its subcontractors that provide any of the Services to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Service Provider's breach of its representations, warranties, and/or covenants in this **Section VIII.A** shall be deemed to be a material breach of this Agreement.

B. Compliance with Legal Requirements. Service Provider will comply with all applicable local, state, and federal laws, regulations, ordinances, and rules relating in any way to the provision of the Services, including, without limitation, all such laws, regulations, ordinances, and rules prohibiting discrimination on the grounds of race, color, religion, sex, age, disability, national origin, or other protected classes in the performance of Services under this Agreement.

C. Skill, Title, Non-Infringement, and Conformity with Specifications. In addition to the implied warranties of merchantability and fitness for a particular purpose, which are hereby

incorporated by reference with respect to the Services, Service Provider further represents and warrants to the City that:

1. it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement;

2. the City will receive good and valid title to all Deliverables, free and clear of all encumbrances and liens of any kind;

3. none of the Services, Deliverables, and the City's use thereof infringe or will infringe any intellectual property right of any third party, and, as of the date hereof, there are no pending or, to Service Provider's knowledge, threatened claims, litigation, or other proceedings pending against Service Provider by any third party based on an alleged violation of such intellectual property rights;

4. the Services and Deliverables will be in conformity in all material respects with all requirements or specifications stated in this Agreement for a period of two (2) years from full completion of the Services.

D. Confidential Information. Service Provider agrees: (a) not to disclose or otherwise make available Confidential Information to any third party without the prior written consent of the City; provided, however, that Service Provider may disclose the Confidential Information to its Personnel and legal advisors who have a "need to know", who have been apprised of this restriction, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section; (b) to use the Confidential Information only for the purposes of performing its obligations under this Agreement; and (c) to immediately notify the City in the event it becomes aware of any loss or disclosure of any of the Confidential Information. If Service Provider becomes legally compelled to disclose any Confidential Information, Service Provider shall provide: (x) prompt written notice of such requirement so that the City may seek, at its sole cost and expense, a protective order or other remedy; and (y) reasonable assistance, at the City's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, Service Provider remains required by law to disclose any Confidential Information, Service Provider shall disclose no more than that portion of the Confidential Information which, on the advice of Service Provider's legal counsel, Service Provider is legally required to disclose. As used herein, "**Confidential Information**" means any information that is treated as confidential by the City, including but not limited to all non-public information about the City's business affairs, products or services, intellectual property rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether or not marked, designated, or otherwise identified as "confidential." Confidential Information shall not include information that: (a) is already known to Service Provider without restriction on use or disclosure prior to receipt of such

information from the City; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, Service Provider; (c) is developed by Service Provider independently of, and without reference to, any Confidential Information of the City; or (d) is received by Service Provider from a third party who is not under any obligation to the City to maintain the confidentiality of such information.

E. No Debarment. Service Provider represents and warrants to the City that Service Provider 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 IX. MEETINGS

A. General. Subject to any more specific provisions set forth on **Exhibit A**, Service Provider will make such reviews, attend such meetings, and make such contacts as are necessary to maintain the schedule for any City project to which the Services relate (the “**Project**”) and for proper preparation of plans, documents, specifications, and special provisions.

B. Status Updates. Service Provider may be required to meet with representative(s) of the City to review the status of the Services and/or the Project. These meetings will not be required unless problems arise that cannot be resolved during the Parties’ regular meetings. Such additional meetings, if needed, shall be held at the City’s office or at the Project site as appropriate.

SECTION X. MISCELLANEOUS

A. Entire Agreement; Conflicting Provisions. This Agreement, together with all Exhibits and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In case of a conflict between the provisions of this Agreement and the provisions of any attachment or other document referenced by or incorporated into this Agreement, the provisions of this Agreement shall control and prevail. Any terms and conditions or similar provisions submitted by Service Provider on any Invoice or other form shall not become a part of this Agreement unless agreed upon in a writing executed by a duly authorized representative of the City. Without limiting the generality of the foregoing, the Parties acknowledge and agree that **Exhibit A** attached hereto may take the form of Service Provider’s proposal for the Services, in which case any verbiage set forth on **Exhibit A** that (a) conflicts with the provisions of this Agreement or its other Exhibits, or (b) adds any terms, conditions, qualifications, covenants, or agreements beyond the matters that this Agreement specifically contemplates to be addressed on **Exhibit A** (i.e., a description of Services, the compensation payable to Service Provider for the Services, the documentation and deliverables to be provided in connection with the Services, and the schedule for performance of the Services), shall be disregarded and of no force or effect.

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

C. Severability. The invalidity of one or more phrases, sentences, clauses, or sections in this Agreement shall not affect the validity of the remaining portions of this Agreement, so long as the material purpose of this Agreement can be determined and effectuated.

D. No Waiver. Any failure by either Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any such provision.

E. Counterparts. This Agreement may be signed in any number of counterparts, and all such counterparts together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

F. Governing Law; Jurisdiction. This Agreement and performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of North Carolina without giving effect to its principles regarding conflicts of laws. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Services provided hereunder shall be instituted exclusively in the courts of North Carolina located in Guilford County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court. To the extent permitted by applicable law, if any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party hereto against the other Party arising out of or related to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party, in addition to any damages and costs otherwise awarded to the prevailing Party.

G. Equitable Relief. Each Party acknowledges that a breach by a Party of **Section III.A.8** or **Section VIII.D** may cause the non-breaching Party irreparable harm, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching Party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching Party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

H. Successors and Assigns; Assignment. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or

implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement. Neither Party may assign, sublet, subcontract, or transfer any interest in this Agreement without the prior written consent of the other Party.

I. 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.

J. 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 X.J**):

If to the City:

The City of High Point
Purchasing Department
P.O. Box 230
High Point, NC 27261

If to Service Provider:

(See Service Provider's address for notices on the signature page hereof.)

K. Disclosure. Service Provider 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. Service Provider also agrees that it shall not publish, copyright, or patent any of the Deliverables or other work product furnished to the City pursuant to this Agreement, it being understood that all such Deliverables or other work product is the exclusive property of the City.

L. Interpretation. For purposes of this Agreement, (a) the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof, and (y) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This

Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

M. Continuation of Performance of the Services During Dispute. During the pendency of any dispute between the Parties arising out of or relating to this Agreement, provided that Service Provider's continued performance of Services is requested by the City in writing, it shall be the responsibility of Service Provider to continue to provide the Services in conformity with the Agreement. The City shall, subject to its right to withhold amounts to cover damages allegedly caused by Service Provider's breach or default under this Agreement, continue to pay Service Provider any undisputed amounts in accordance with this Agreement. For the avoidance of doubt, the provisions of this **Section X.M** shall not apply in the event of a termination of this Agreement pursuant to **Section VII**.

N. Representation of Authority. Any individual executing this Agreement on behalf of Service Provider 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 Service Provider and does so with full legal authority.

[SIGNATURES BEGIN ON THE NEXT PAGE]

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

The City:

CITY OF HIGH POINT

By: _____

Name: Eric Olmedo

Title: Assistant City Manager

Preaudit Certificate

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

Bobby Fitzjohn, Finance Officer

Service Provider:

CARING SERVICES, INC.

By: _____

Name: _____

Title: _____

Service Provider's address for notices:

Attn: Mark Flory _____

EXHIBIT A

to

AGREEMENT FOR SERVICES

Description of Services, Compensation, Documentation and Deliverables, Endorsements, and
Schedule

(See attached)

EXHIBIT B
to
AGREEMENT FOR SERVICES

Certificate(s) of Insurance

(See attached)

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Contract with Midwest Tape, LLC

FROM:
Mary Sizemore
Libraries Director

MEETING DATE:
July 16, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
1. Agreement for Services

PURPOSE: To approve a 3-year contract with Midwest Tape, LLC for access to streaming digital content by High Point Public Library cardholders.

BACKGROUND: The library entered into a 3-year contract with Midwest Tape, LLC in 2023 to provide access to over 2 million digital items including e-books, comics, music, and e-audiobooks through the Hoopla platform. From July 1, 2023 – June 20, 2026, circulation of Hoopla materials increased 82%. The number of library customers using Hoopla increased 47% in the same period. It is one of the library's most popular resources. The cost annually is \$82,000, with the total contract not to exceed \$246,000.

BUDGET IMPACT: Funds are available in the FY 2026-2027 budget.

RECOMMENDED ACTION REQUESTED: City Council is requested to consider a three-year contract with Midwest Tape, LLC, in an amount of \$246,000, to provide High Point Public Library cardholders with access to streaming digital content through the Hoopla platform and authorize the appropriate City Official(s) to execute all necessary documents.

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (“Agreement”) is made on July 1, 2026 (the “**Effective Date**”), by and between the City of High Point, a North Carolina municipal corporation (the “**City**”), and Midwest Tape, LLC, a(n) Ohio limited liability company (“**Service Provider**”). The City and Service Provider are at times collectively referred to hereinafter as the “**Parties**” or individually as a “**Party**”.

WHEREAS, the City desires to engage Service Provider to provide the services described on **Exhibit A** attached hereto, together with any additional services reasonably implied and inferred therefrom or customarily provided in the performance of services of the nature to be provided by Service Provider pursuant hereto (the “**Services**”); and

WHEREAS, Service Provider desires to render the Services in accordance with this Agreement, and has the experience, staff, and resources to perform such Services;

NOW, THEREFORE, the City and Service Provider, in consideration of their mutual covenants and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, hereby agree as follows:

SECTION I. ENGAGEMENT OF SERVICE PROVIDER

A. Engagement. Service Provider shall perform the Services and the City shall pay Service Provider for the performance of such Services as set forth herein.

B. Independent Contractors. The relationship between the Parties shall be that of independent contractors. Without limiting the generality of the foregoing, the Parties acknowledge and agree that Service Provider, its employees, subcontractors, and suppliers are not individually or collectively to be deemed an employee or employees of the City under any circumstances. Furthermore, nothing in this Agreement shall under any circumstances be construed to make the City and Service Provider joint venturers, partners, or parties to similar relationships with each other.

SECTION II. PROVISION OF THE SERVICES

A. Provision of the Services. Service Provider will provide the Services in accordance with the terms and conditions of this Agreement.

B. Fees. The City will pay Service Provider for provision of the Services consistent with the hourly rates and/or fixed amounts set forth on **Exhibit A**, with the total payment to Service Provider under this Agreement not to exceed \$246,000.00.

C. Additional Services. Any work requested by the City but which goes beyond the scope of the Services will be classified as “**Additional Services.**” Additional Services will be negotiated on an individual project basis and, if such negotiations are successful, will be governed by an amendment to this Agreement or a new separate agreement between the Parties.

SECTION III. RESPONSIBILITIES OF SERVICE PROVIDER AND CITY

A. Service Provider's Responsibilities.

1. Service Provider shall be responsible for the quality, technical accuracy, and the coordination of all Services (including all related deliverables (the “**Deliverables**”)) furnished by Service Provider under this Agreement.

2. The Services shall be performed consistent with the schedule, if any, set forth on **Exhibit A**. If no such schedule is set forth on **Exhibit A**, the Services shall be provided within a reasonable time established by the City. Service Provider agrees to provide progress reports regarding its performance of the Services in a format acceptable to the City and at intervals established by the City. The City will be entitled at all times to be promptly advised, at its request and in writing, as to the status of Services being performed by Service Provider and of the details thereof.

3. In the event there are delays on the part of the City as to the approval of any of the materials submitted by Service Provider, or if there are delays occasioned by circumstances beyond the control of Service Provider which delay the Services' completion date as specified on **Exhibit A**, the City may grant to Service Provider an extension of the contract time equal to the aforementioned delays, provided there are no changes in compensation or scope of services.

4. It shall be the responsibility of Service Provider to ensure at all times that sufficient contract time remains within which to complete the Services. Time is of the essence with respect to Service Provider's performance of the Services.

5. In the event that Service Provider fails to timely complete the performance of all Services in accordance with the timeframe set forth on **Exhibit A**, the City shall have the right to cease making any partial progress payments following expiration of such timeframe. No further payments under this Agreement will be made until a time extension is granted by the City or all Services have been completed and accepted by the City in writing.

6. Service Provider shall submit to the City such Project documentation and Deliverables as agreed to by Service Provider and the City on **Exhibit A**. Service Provider shall not be liable for use by the City of said Deliverables for any purpose other than those intended by the terms of this Agreement.

7. All plans, specifications, analytical tools, maps, documents, reports, and/or other Deliverables prepared or obtained under this Agreement shall be considered “works made for hire” (as defined in 17 U.S.C. §101) for the City and shall become the property of the City without restriction or limitation on their use. To the extent that any of the Deliverables do not constitute a “work made for hire”, Service Provider hereby irrevocably assigns, and shall cause its employees, agents, and other personnel (collectively, “**Personnel**”) to irrevocably assign to the City, in each case without additional consideration, all right, title, and interest throughout the world in and to

the Deliverables, including all intellectual property rights therein. Service Provider shall cause its Personnel to irrevocably waive, to the extent permitted by applicable law, any and all claims such its Personnel may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of *droit moral* with respect to the Deliverables. Upon the City’s reasonable request, Service Provider shall, and shall cause its Personnel to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist the City to prosecute, register, perfect, or record its rights in or to any Deliverables.

8. The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement shall be as set forth in the Code of Federal Regulations, Titles 23, 48, and 49 and other pertinent Federal, State, and City Regulations, as applicable, with the understanding that there is no conflict between City, State, and Federal Regulations and, in the event there is a conflict, the more restrictive of the applicable regulations will govern.

9. Service Provider’s right to reimbursement for travel costs, if any, will be addressed in the compensation provisions set forth on **Exhibit A**.

10. Service Provider shall comply with all applicable construction specifications and policies provided to it by the City during Service Provider’s provision of the Services.

11. Prior to provision of the Services, Service Provider shall, by written notice to the City, designate a representative to act on behalf of Service Provider with respect to the Services to be performed hereunder (the “**Designated Representative**”). The Designated Representative’s decisions, agreements, and actions relating to the Services to be provided hereunder shall be binding upon Service Provider. If the City requests that Service Provider designate a different Designated Representative, Service Provider will do so within five (5) calendar days of Service Provider’s receipt of written notice from the City regarding such request. If Service Provider decides to change the Designated Representative, Service Provider will give written notice to the City of its new Designated Representative and the effective date of such change.

12. Prior to the commencement of Service Provider’s provision of Services (a) the City will provide written notice to Service Provider of the requirement, if any, to provide payment and/or performance bonds relating to the Services, and (b) Service Provider shall provide any such bonds so required by the City in connection therewith.

B. The City’s Responsibilities.

1. The City shall designate and fully authorize an appointed representative(s) to act on behalf of the City with respect to this Agreement. The representative’s instructions, requests, and decisions on behalf of the City will be binding to all matters pertaining to this Agreement.

2. The City shall provide existing data, plans, reports, and other information known to, in possession of, or under control of the City which are relevant to the execution of the duties

of Service Provider under this Agreement, and shall provide information regarding Project and task objectives, constraints, criteria, relationships, flexibility, systems, site features, and other requirements that exist as of the Effective Date or which may develop during the performance of this Agreement, and shall assist Service Provider in obtaining needed information from the City's files.

3. The City shall furnish or cause to be furnished data prepared by others, or services of others, except those data and services which are to be provided by Service Provider pursuant to **Exhibit A**.

SECTION IV. TERM

A. Duration. The term of this Agreement (the "**Term**") will commence on the Effective Date and will expire upon completion of Service Provider's performance of the Services, unless sooner terminated as provided herein.

SECTION V. COMPENSATION AND PAYMENT

As compensation for Service Provider's performance of the Services, the City agrees to pay Service Provider at the rates and in the amounts set forth on **Exhibit A** and subject to the provisions of this **Section V**.

A. Invoices.

1. Submittal. Service Provider's invoices to the City for compensation for Services ("**Invoices**") shall be submitted on a monthly basis. Each Invoice shall reference this Agreement. The City shall have fifteen (15) calendar days from the City's receipt of an Invoice to report any concerns about the Invoice to Service Provider. Any concerns shall be promptly addressed by Service Provider to the reasonable satisfaction of the City, and Service Provider shall submit a revised Invoice after the City's concerns about the Invoice have been addressed.

2. Payment. Payment terms for any undisputed items are thirty (30) calendar days after the City's receipt of each accurate and properly submitted Invoice.

3. Required Detail. Each Invoice shall be submitted to the City with detail and supporting documentation sufficient to process the Invoice for payment and for a proper pre-audit and post-audit thereof.

4. Disputed Items. If any items in any Invoices are disputed by the City for any reason, including the lack of supporting documentation, the City shall promptly notify Service Provider of the dispute and request clarification and/or remedial action. After any dispute has been settled, Service Provider shall include the disputed item on a subsequent regularly scheduled Invoice or on a special Invoice for the disputed item only.

B. Audit of Records. Service Provider agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to Services performed under this Agreement and to make such materials available for the City's audit or inspection at the City's office during the Term and for five (5) years from the date of final payment.

SECTION VI. INSURANCE AND INDEMNIFICATION

A. Insurance Coverage.

1. General Insurance Requirements. At all times during the Term, Service Provider shall have and maintain in full force and effect, at its sole cost and expense, at least the following types and amounts of insurance coverage:

(a) Commercial General Liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Service Provider under this Agreement;

(b) Worker's Compensation with limits no less than the minimum amount required by applicable law;

(c) Commercial Automobile Liability with limits no less than \$2,000,000, combined single limit; and

(d) Errors and Omissions/Professional Liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

2. All insurance policies required pursuant to this **Section VI** (collectively, the "**Required Policies**") shall:

(a) be issued by insurance companies reasonably acceptable to the City;

(b) provide that such insurance companies give the City at least thirty (30) calendar days' prior written notice of cancellation or non-renewal of policy coverage; provided that, prior to such cancellation, Service Provider shall have new insurance policies in place that meet the requirements of this **Section VI**;

(c) waive any right of subrogation of the insurers against the City;

(d) provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of the City shall be excess and non-contributory; and

(e) name the City as additional insured.

3. This **Section VI** shall not be construed in any manner as waiving, restricting, or limiting the liability of either Party for any obligations imposed under this Agreement (including but not limited to, any provisions requiring a Party hereto to indemnify, defend, and hold the other Party harmless under this Agreement).

4. Service Provider shall include as **Exhibit B** to this Agreement copies of certificates of insurance evidencing the existence of the Required Policies and naming the City of High Point as an additional insured thereon (the “**Certificates of Insurance**”).

B. Indemnification.

1. General Indemnification. Service Provider shall defend, indemnify, and hold harmless the City and its officers, directors, employees, agents, successors, and permitted assigns (each, an “**Indemnitee**”) from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, “**Losses**”) arising out of or resulting from:

(a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the willful, fraudulent, or negligent acts or omissions of Service Provider or its Personnel; and

(b) Service Provider’s breach of any representation, warranty, or obligation of Service Provider set forth in this Agreement.

2. Intellectual Property Indemnification. Service Provider shall defend, indemnify, and hold harmless the City and its officers, directors, employees, agents, successors, and permitted assigns from and against all Losses based on a claim that any of the Services (or related Deliverables) or the City’s receipt or use thereof infringes any intellectual property right of a third party; provided, however, that Service Provider shall have no obligations under this **Section VI.B.2** with respect to claims to the extent arising out of: (a) any instruction, information, designs, specifications, or other materials provided by the City in writing to Service Provider; (b) use of any Deliverables in combination with any materials or equipment not supplied to the City or specified by Service Provider in writing, if the infringement would have been avoided by the use of the Deliverables not so combined; or (c) any modifications or changes made to any Deliverables by or on behalf of any person other than Service Provider or its Personnel.

SECTION VII. TERMINATION

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

B. Termination for Convenience. The City may terminate this Agreement at any time for its convenience upon notice to Service Provider. If this Agreement is terminated by the City pursuant to this **Section VII.B**, Service Provider shall be paid for the portion of Services satisfactorily performed through the effective time of such termination.

C. Post-Termination Obligations. Upon any termination effected pursuant to this **Section VII**, Service Provider shall (1) promptly discontinue all Services affected, and (2) deliver or otherwise make available to the City all documents, data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Service Provider in performing this Agreement, whether completed or in process.

D. City May Prosecute Services. Upon any termination effected pursuant to this **Section VII**, the City may take over the performance of the Services and prosecute the same to completion by agreement with a third party or otherwise.

E. Survival. The rights and obligations of the Parties set forth in this **Section VII.E** and **Section I.B**, **Section III.A.8**, **Section V**, **Section VI**, **Section VII.C**, **Section VII.D**, **Section VIII**, and **Section X**, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

SECTION VIII. SERVICE PROVIDER'S REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. E-Verify. Service Provider represents, warrants, and certifies to the City that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and covenants that at all times during the Term, it will continue to comply with these requirements. Service Provider also covenants that it will require that all of its subcontractors that provide any of the Services to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Service Provider's breach of its representations, warranties, and/or covenants in this **Section VIII.A** shall be deemed to be a material breach of this Agreement.

B. Compliance with Legal Requirements. Service Provider will comply with all applicable local, state, and federal laws, regulations, ordinances, and rules relating in any way to the provision of the Services, including, without limitation, all such laws, regulations, ordinances, and rules prohibiting discrimination on the grounds of race, color, religion, sex, age, disability, national origin, or other protected classes in the performance of Services under this Agreement.

C. Skill, Title, Non-Infringement, and Conformity with Specifications. In addition to the implied warranties of merchantability and fitness for a particular purpose, which are hereby

incorporated by reference with respect to the Services, Service Provider further represents and warrants to the City that:

1. it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement;

2. the City will receive good and valid title to all Deliverables, free and clear of all encumbrances and liens of any kind;

3. none of the Services, Deliverables, and the City's use thereof infringe or will infringe any intellectual property right of any third party, and, as of the date hereof, there are no pending or, to Service Provider's knowledge, threatened claims, litigation, or other proceedings pending against Service Provider by any third party based on an alleged violation of such intellectual property rights;

4. the Services and Deliverables will be in conformity in all material respects with all requirements or specifications stated in this Agreement for a period of two (2) years from full completion of the Services.

D. Confidential Information. Service Provider agrees: (a) not to disclose or otherwise make available Confidential Information to any third party without the prior written consent of the City; provided, however, that Service Provider may disclose the Confidential Information to its Personnel and legal advisors who have a "need to know", who have been apprised of this restriction, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section; (b) to use the Confidential Information only for the purposes of performing its obligations under this Agreement; and (c) to immediately notify the City in the event it becomes aware of any loss or disclosure of any of the Confidential Information. If Service Provider becomes legally compelled to disclose any Confidential Information, Service Provider shall provide: (x) prompt written notice of such requirement so that the City may seek, at its sole cost and expense, a protective order or other remedy; and (y) reasonable assistance, at the City's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, Service Provider remains required by law to disclose any Confidential Information, Service Provider shall disclose no more than that portion of the Confidential Information which, on the advice of Service Provider's legal counsel, Service Provider is legally required to disclose. As used herein, "**Confidential Information**" means any information that is treated as confidential by the City, including but not limited to all non-public information about the City's business affairs, products or services, intellectual property rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether or not marked, designated, or otherwise identified as "confidential." Confidential Information shall not include information that: (a) is already known to Service Provider without restriction on use or disclosure prior to receipt of such

information from the City; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, Service Provider; (c) is developed by Service Provider independently of, and without reference to, any Confidential Information of the City; or (d) is received by Service Provider from a third party who is not under any obligation to the City to maintain the confidentiality of such information.

E. No Debarment. Service Provider represents and warrants to the City that Service Provider 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 IX. MEETINGS

A. General. Subject to any more specific provisions set forth on **Exhibit A**, Service Provider will make such reviews, attend such meetings, and make such contacts as are necessary to maintain the schedule for any City project to which the Services relate (the “**Project**”) and for proper preparation of plans, documents, specifications, and special provisions.

B. Status Updates. Service Provider may be required to meet with representative(s) of the City to review the status of the Services and/or the Project. These meetings will not be required unless problems arise that cannot be resolved during the Parties’ regular meetings. Such additional meetings, if needed, shall be held at the City’s office or at the Project site as appropriate.

SECTION X. MISCELLANEOUS

A. Entire Agreement; Conflicting Provisions. This Agreement, together with all Exhibits and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In case of a conflict between the provisions of this Agreement and the provisions of any attachment or other document referenced by or incorporated into this Agreement, the provisions of this Agreement shall control and prevail. Any terms and conditions or similar provisions submitted by Service Provider on any Invoice or other form shall not become a part of this Agreement unless agreed upon in a writing executed by a duly authorized representative of the City. Without limiting the generality of the foregoing, the Parties acknowledge and agree that **Exhibit A** attached hereto may take the form of Service Provider’s proposal for the Services, in which case any verbiage set forth on **Exhibit A** that (a) conflicts with the provisions of this Agreement or its other Exhibits, or (b) adds any terms, conditions, qualifications, covenants, or agreements beyond the matters that this Agreement specifically contemplates to be addressed on **Exhibit A** (i.e., a description of Services, the compensation payable to Service Provider for the Services, the documentation and deliverables to be provided in connection with the Services, and the schedule for performance of the Services), shall be disregarded and of no force or effect.

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

C. Severability. The invalidity of one or more phrases, sentences, clauses, or sections in this Agreement shall not affect the validity of the remaining portions of this Agreement, so long as the material purpose of this Agreement can be determined and effectuated.

D. No Waiver. Any failure by either Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any such provision.

E. Counterparts. This Agreement may be signed in any number of counterparts, and all such counterparts together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

F. Governing Law; Jurisdiction. This Agreement and performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of North Carolina without giving effect to its principles regarding conflicts of laws. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Services provided hereunder shall be instituted exclusively in the courts of North Carolina located in Guilford County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court. To the extent permitted by applicable law, if any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party hereto against the other Party arising out of or related to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party, in addition to any damages and costs otherwise awarded to the prevailing Party.

G. Equitable Relief. Each Party acknowledges that a breach by a Party of **Section III.A.8** or **Section VIII.D** may cause the non-breaching Party irreparable harm, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching Party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching Party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

H. Successors and Assigns; Assignment. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or

implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement. Neither Party may assign, sublet, subcontract, or transfer any interest in this Agreement without the prior written consent of the other Party.

I. 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.

J. 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 X.J**):

If to the City:

The City of High Point
Purchasing Department
P.O. Box 230
High Point, NC 27261

If to Service Provider:

(See Service Provider's address for notices on the signature page hereof.)

K. Disclosure. Service Provider 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. Service Provider also agrees that it shall not publish, copyright, or patent any of the Deliverables or other work product furnished to the City pursuant to this Agreement, it being understood that all such Deliverables or other work product is the exclusive property of the City.

L. Interpretation. For purposes of this Agreement, (a) the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof, and (y) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This

Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

M. Continuation of Performance of the Services During Dispute. During the pendency of any dispute between the Parties arising out of or relating to this Agreement, provided that Service Provider's continued performance of Services is requested by the City in writing, it shall be the responsibility of Service Provider to continue to provide the Services in conformity with the Agreement. The City shall, subject to its right to withhold amounts to cover damages allegedly caused by Service Provider's breach or default under this Agreement, continue to pay Service Provider any undisputed amounts in accordance with this Agreement. For the avoidance of doubt, the provisions of this **Section X.M** shall not apply in the event of a termination of this Agreement pursuant to **Section VII**.

N. Representation of Authority. Any individual executing this Agreement on behalf of Service Provider 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 Service Provider and does so with full legal authority.

[SIGNATURES BEGIN ON THE NEXT PAGE]

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

The City:

CITY OF HIGH POINT

By: _____

Name: Tasha Logan Ford

Title: 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

Service Provider:

MIDWEST TAPE, LLC

By: _____

Name: _____

Title: _____

Service Provider's address for notices:

Attn: Nate Keeton

EXHIBIT A

to

AGREEMENT FOR SERVICES

Description of Services, Compensation, Documentation and Deliverables, Endorsements, and
Schedule

(See attached)

EXHIBIT B
to
AGREEMENT FOR SERVICES

Certificate(s) of Insurance

(See attached)