



City of High Point

Meeting Agenda

City Council

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

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

Monday, July 20, 2026

5:30 PM

Council Chambers

ROLL CALL, MOMENT OF SILENCE, AND PLEDGE OF ALLEGIANCE

ADOPTION OF AGENDA

RECOGNITIONS AND PRESENTATIONS

- 2026-262 **Proclamation — Parks & Recreation Month**
Mayor Jefferson will read a Proclamation declaring July 2026 as Parks & Recreation Month.

PUBLIC COMMENT PERIOD

- 2026-263 **Public Comment Period**
A Public Comment Period will be held on the first Monday of the regular City Council meeting schedule at 5:30 p.m. or as soon thereafter as reasonably possible following recognitions, awards, and presentations.
- Persons who have signed the register to speak shall be taken in the order in which they are listed. Others who wish to speak and have not signed in will be taken after those who have registered.
 - Persons addressing City Council are asked to limit their comments to 3 minutes.
 - Citizens will be asked to come to the podium, state their name and address and the subject(s) on which they will comment.
 - If a large number of people are present to register concerns about the same subject, it is suggested that they might be acknowledged as a unified group while a designated speaker covers the various points. This helps to avoid repetition while giving an opportunity for people present with the same concerns to be recognized.

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

CONSENT AGENDA ITEMS

- C-1)** 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. (Recommended by the Finance Committee)
- C-2)** 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. (Recommended by the Finance Committee)
- C-3)** 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. (Recommended by the Finance Committee)
- C-4)** 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. (Recommended by the Finance Committee)
- C-5)** 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. (Recommended by the Finance Committee)

- C-6)** 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 and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)
- C-7)** 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. (Recommended by the Finance Committee)
- C-8)** 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. (Recommended by the Finance Committee)
- C-9)** 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. (Recommended by the Finance Committee)
- C-10)** 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. (Recommended by the Finance Committee)
- C-11)** 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. (Recommended by the Finance Committee)

- C-12)** 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. (Recommended by the Finance Committee)
- C-13)** 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. (Recommended by the Finance Committee)
- C-14)** 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. (Recommended by the Finance Committee)
- C-15)** 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. (Recommended by the Finance Committee)
- C-16)** 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. (Recommended by the Finance Committee)

- C-17)** 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. (Recommended by the Finance Committee)
- C-18)** 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. (Recommended by the Finance Committee)
- C-19)** 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. (Recommended by the Finance Committee)
- C-20)** 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. (Recommended by the Finance Committee)
- C-21)** 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. (Recommended by the Finance Committee)

- C-22)** 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.
(Recommended by the Finance Committee)
- C-23)** 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.
(Recommended by the Finance Committee)
- C-24)** 2026-265 **Consideration of Approval of Minutes**
City Council is requested to approve the following minutes:
Special Meeting Minutes - May 20, 2026
Special Meeting Minutes - May 27, 2026
Special Meeting Minutes - June 1, 2026
Community Development Committee Minutes - June 2, 2026
Finance Committee Minuts - June 11, 2026
Special Meeting Minutes - June 15, 2026
Regular Meeting Minutes - June 15, 2026
Special Meeting Minutes - June 24, 2026

GENERAL BUSINESS AGENDA

- G-1)** 2026-243 **Public Hearing Regarding Economic Incentives for Project Crocodile**
City Council is requested to conduct a public hearing and consider a request from Project Crocodile for a performance-based incentives package to assist in renovations to 1908 Nugget Road in the amount of \$40,000 and authorize the appropriate City Official(s) to execute all necessary documents.
- G-2)** 2026-260 **Public Hearing Regarding the 2026 Annual Action Plan Draft**
City Council is requested to conduct a public hearing, consider the 2026 Annual Action Plan Draft, and authorize the appropriate City Official(s) to execute all necessary documents.
- G-3)** 2026-264 **Consideration of a Reappointment to the High Point Theatre Advisory Commission**
City Council is requested to confirm the reappointment of Dana East to the High Point Theatre Advisory Commission. The term will be effective immediately and expire on June 1, 2029.

ADJOURNMENT

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Proclamation — Parks & Recreation Month

FROM:
Lee Tillery
Parks & Recreation Director

MEETING DATE:
July 20, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:
None

PURPOSE: To present a Proclamation declaring July 2026 as Parks & Recreation Month.

BACKGROUND: N/A

BUDGET IMPACT: N/A

RECOMMENDED ACTION REQUESTED: Mayor Jefferson will read a Proclamation declaring July 2026 as Parks & Recreation Month.

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 20, 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

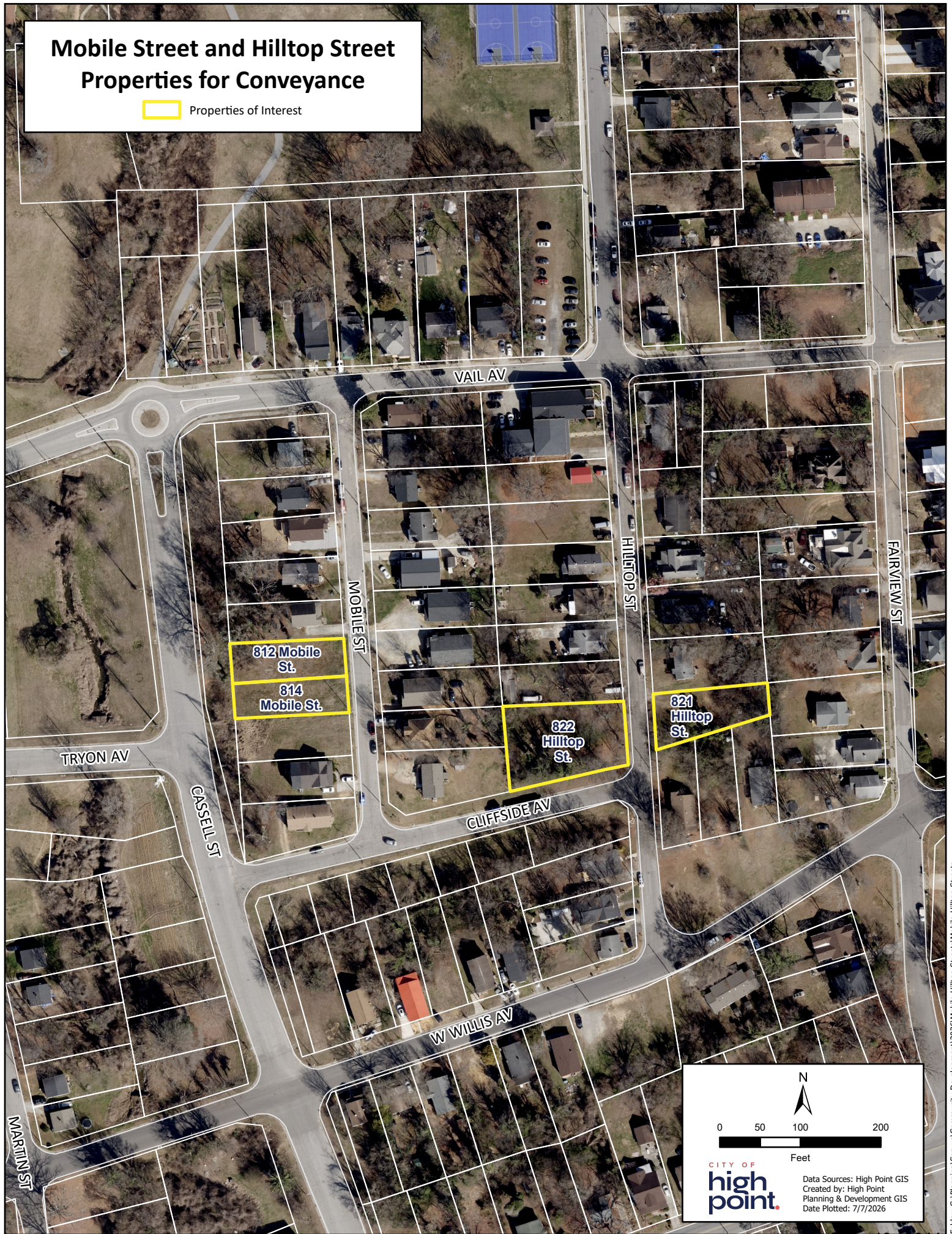
BACKGROUND: CHS continues to construct much needed affordable housing to aid in the redevelopment of the Southside community.

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.

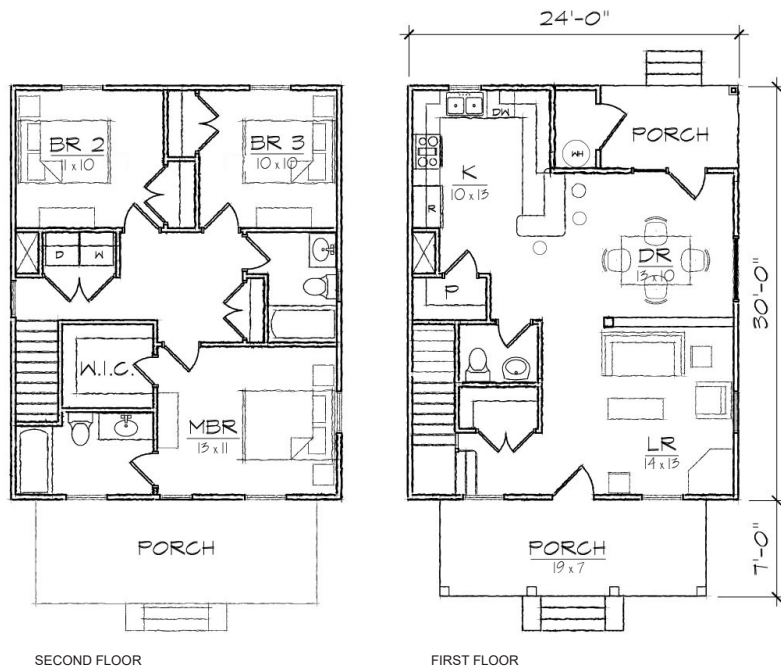
The plan includes a total of three bedrooms, two full bathrooms, a laundry room, a powder room, and U-shaped kitchen with a breakfast bar that opens to the dining room.

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

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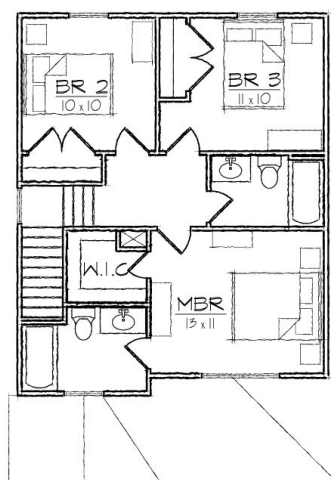
Fisher I

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.

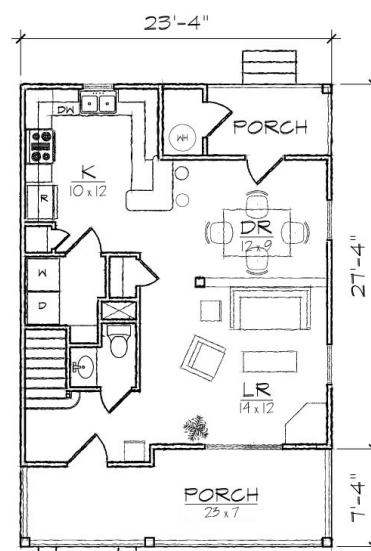
The plan includes a total of three bedrooms, two full bathrooms, a powder room, a laundry room, and a U-shaped kitchen with a breakfast bar that opens to the dining room.

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.*



SECOND FLOOR



FIRST FLOOR

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

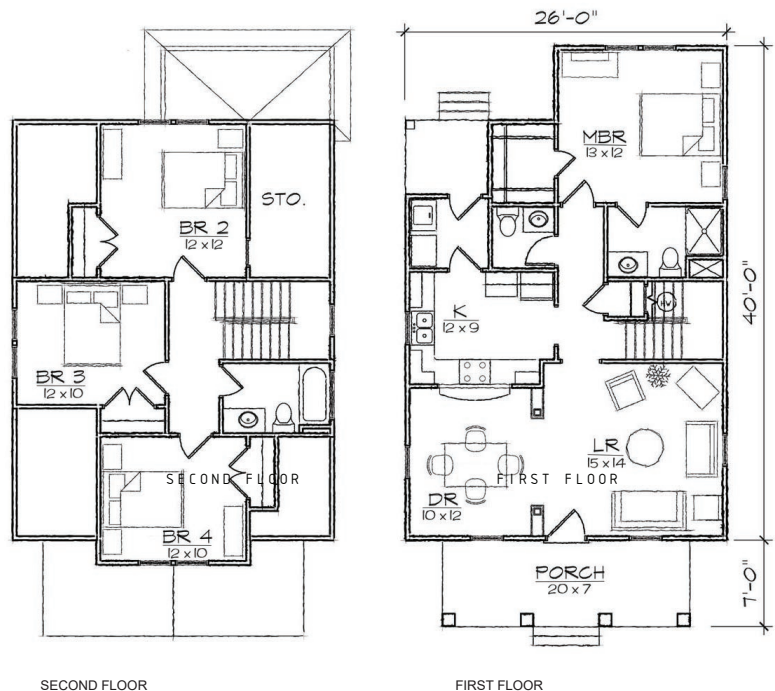
This one and one half story bungalow style home of 1489 square feet features a large open living and dining area and a first floor master bedroom suite. The plan includes a total of four bedrooms, two full bathrooms, a powder room, a laundry/mud room and an L-shaped kitchen with a breakfast bar that 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.

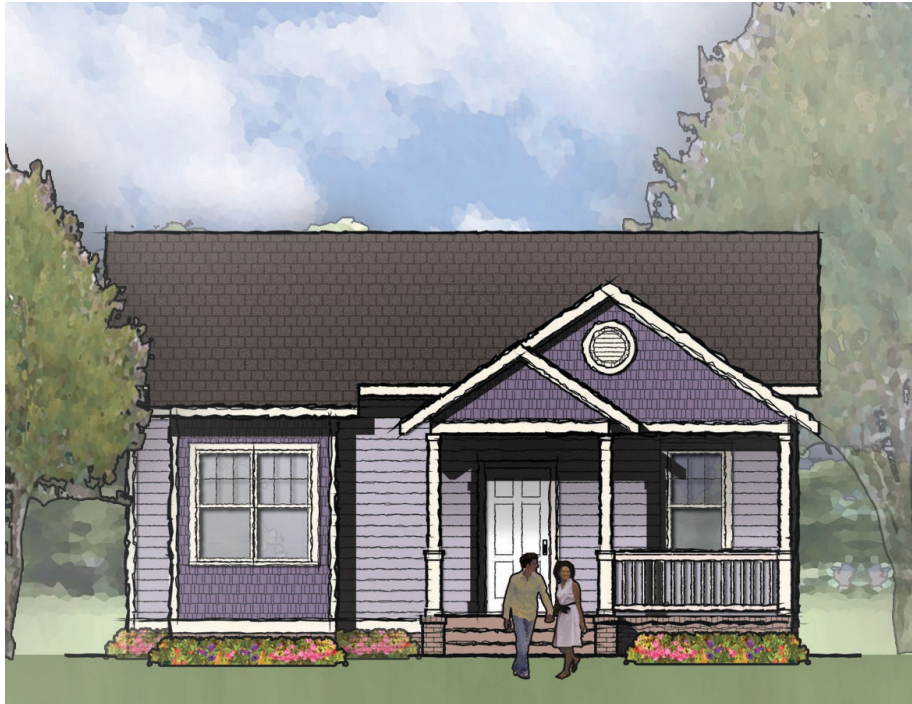
Specifications

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

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Dawson II

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

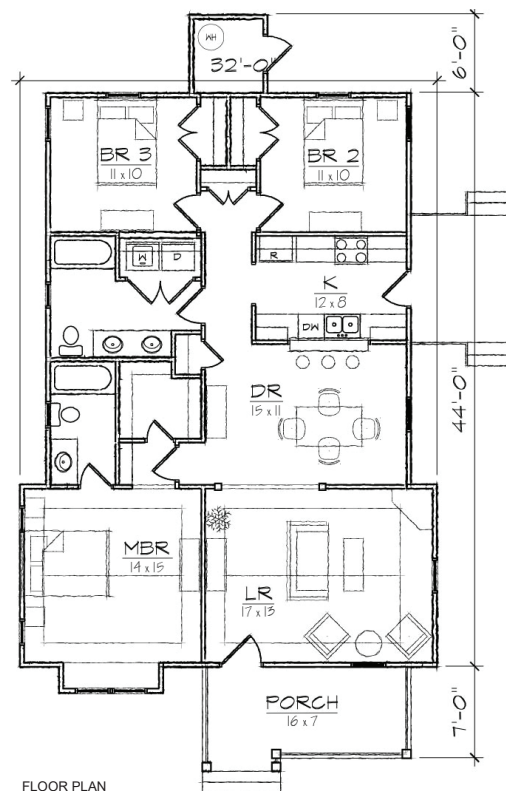
The plan includes a total of three bedrooms, two full bathrooms, a laundry room, a galley kitchen with exterior access, and a pass-through that opens to the dining room.

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 20, 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 20, 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

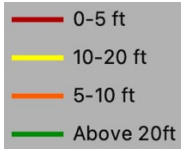
In-Scope Work

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

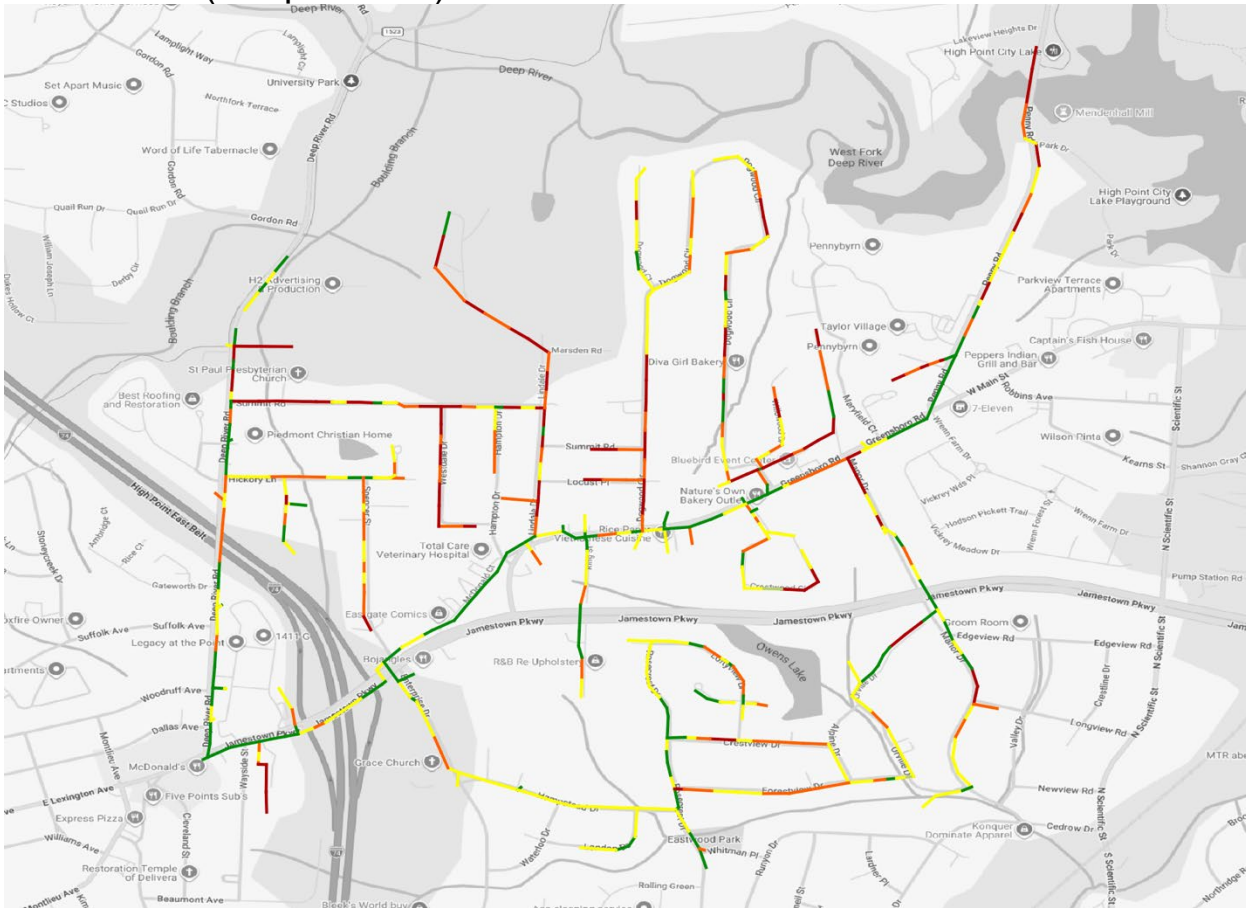


Circuit: D1 (Deep River 1)

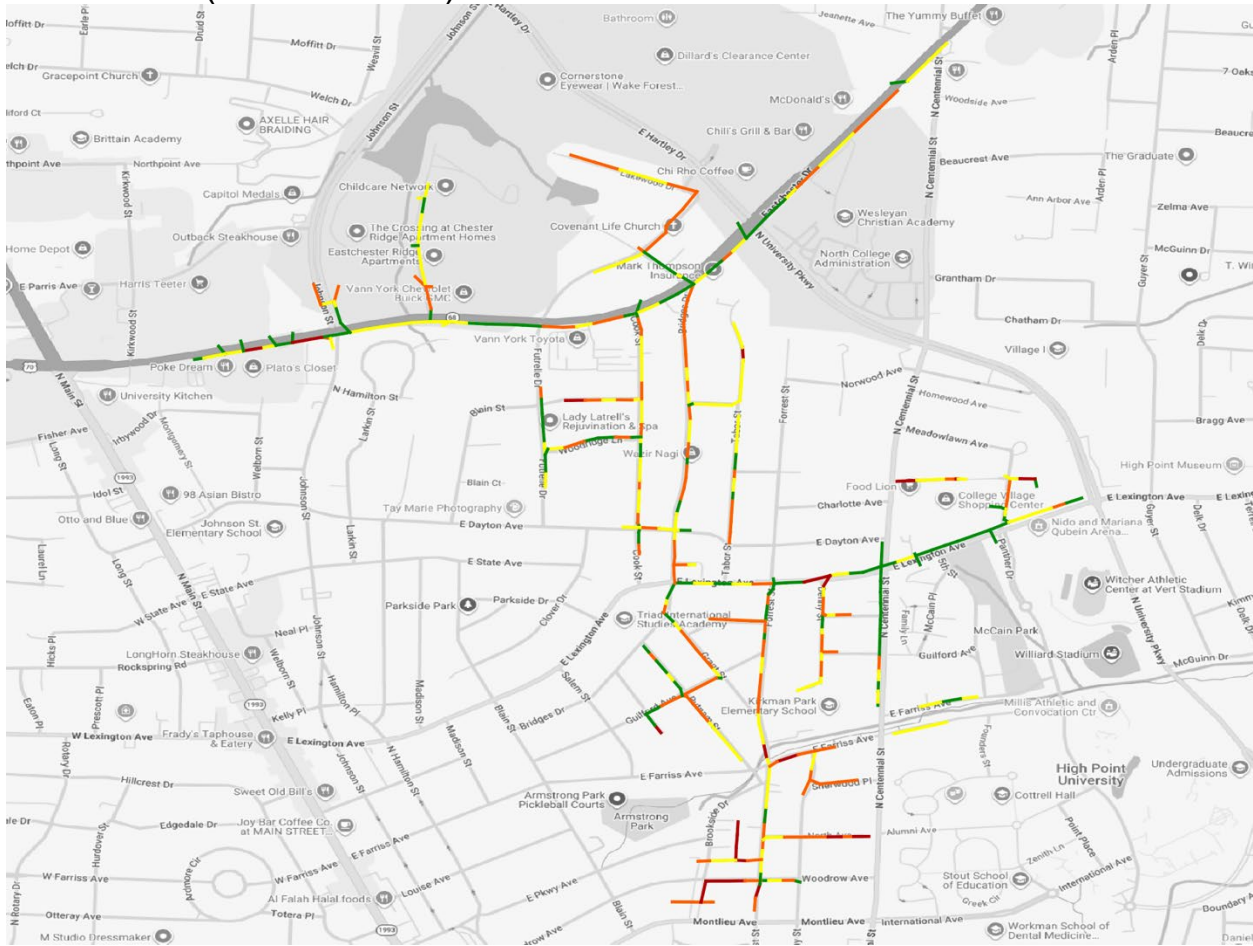


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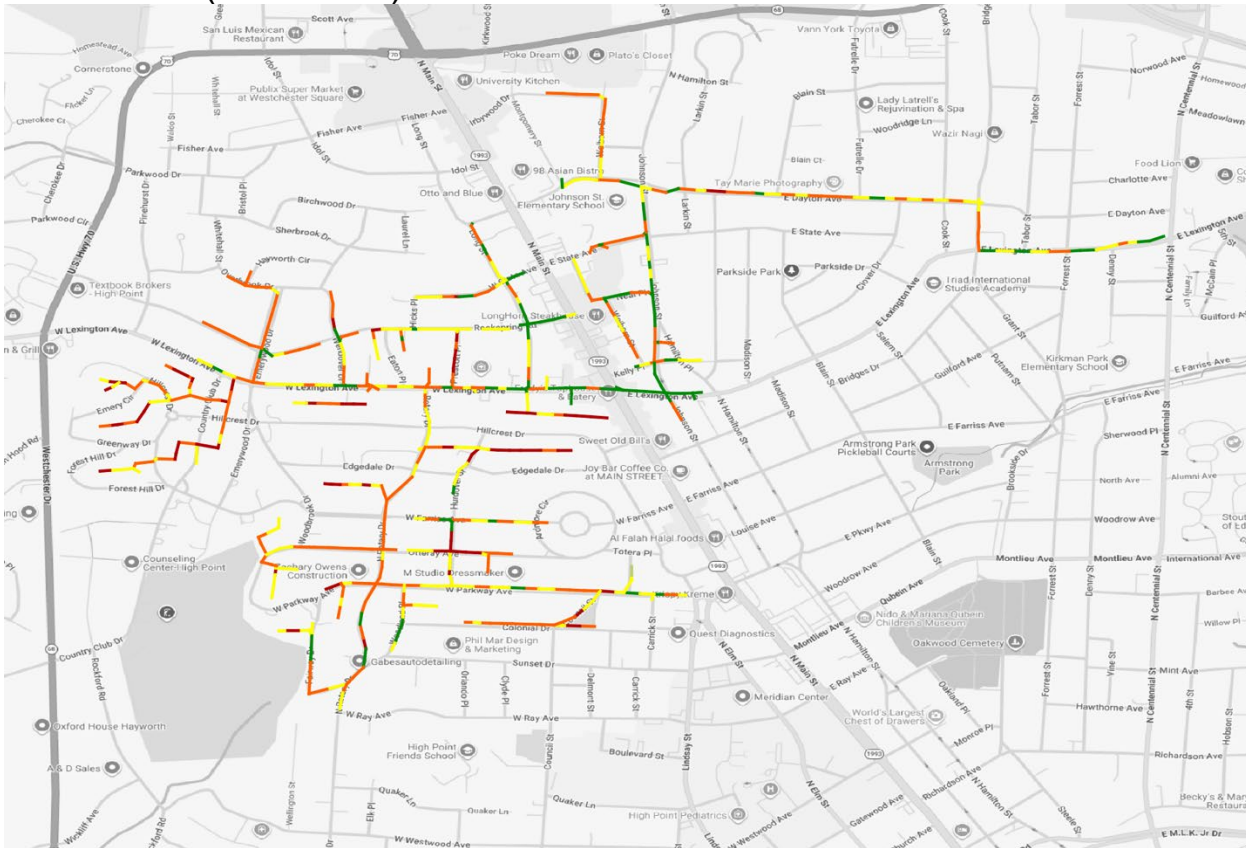
Circuit: D5 (Deep River 5)



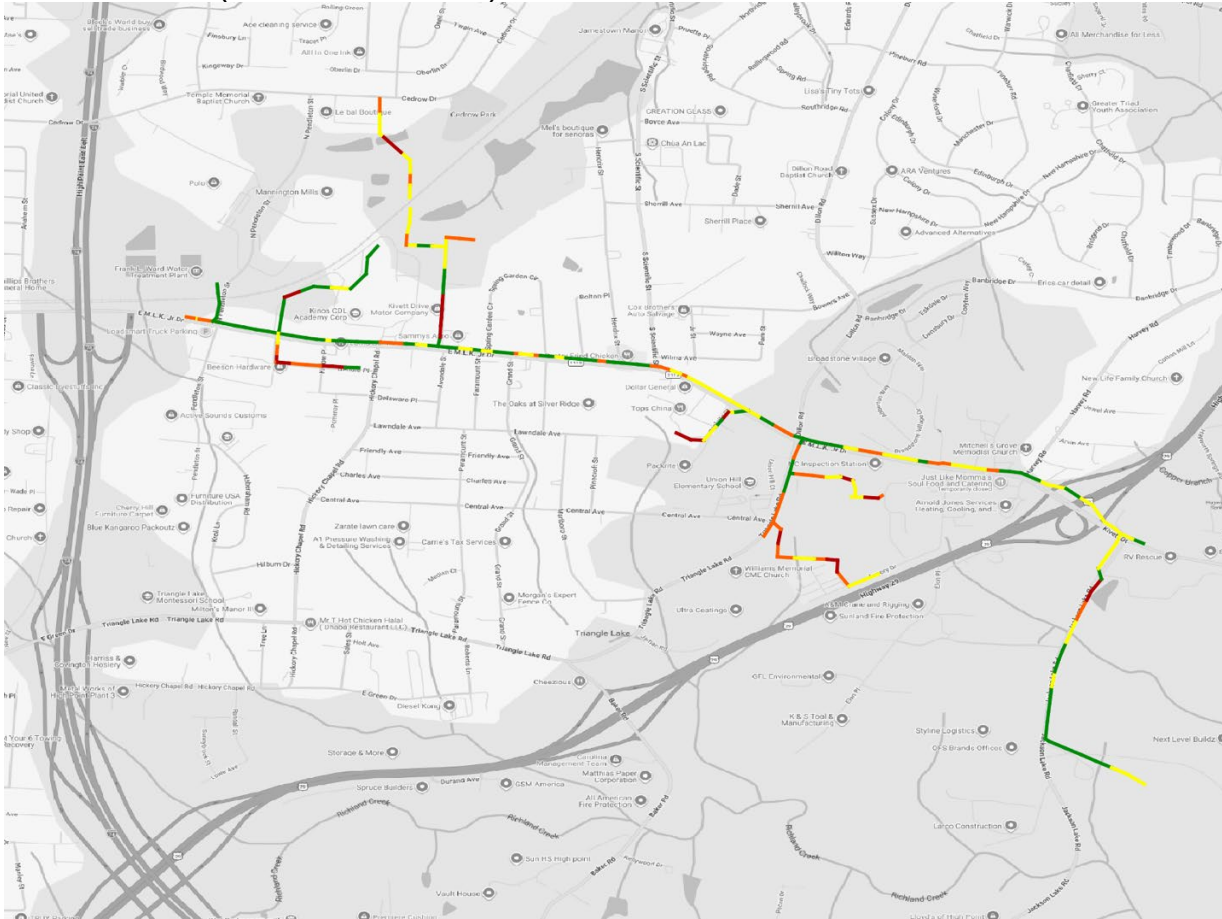
Circuit: E2 (Eastchester 2)



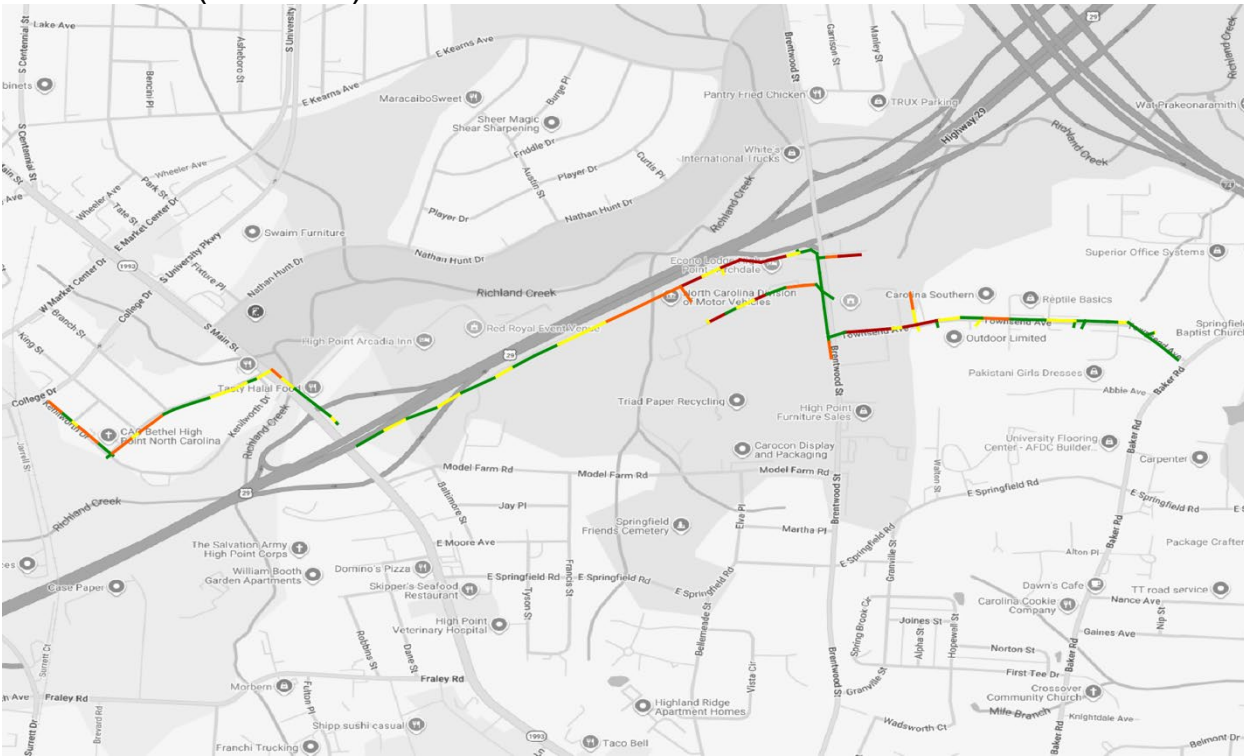
Circuit: H4 (Hammer 4)



Circuit: JL3 (Jackson Lake 3)



Circuit: L5 (Linden 5)



This map illustrates the traffic volume distribution across the streets of High Point, North Carolina. The streets are color-coded to show the relative volume of traffic, with red indicating the highest volume, followed by orange, yellow, and green for decreasing volumes. The map covers a large area, including the University of North Carolina at Greensboro, the High Point Convention Center, and the surrounding residential and commercial areas. Key streets shown include E Russell Ave, E Grimes Ave, E Main St, and E Green Dr. The map also shows the location of the High Point Convention Center, the University of North Carolina at Greensboro, and the surrounding residential and commercial areas.

Circuit: N2 (North 2)



Circuit: N4 (North 4)



Circuit: OH4 (Oak Hollow 4)



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)	Cost	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	\$184.90	\$35,395.53	204.1706161	\$210.18	\$42,968.90	165.8886236	\$115.75	\$32,179.33	102.0803081	\$420.85	\$42,942.18	\$151,110.38	\$1,669,526.34	16" for 24" or greater
Eden	107.7	\$6,362.02	\$696,132.11	242.4520506	\$234.00	\$56,733.95	191.4099526	\$581.00	\$111,874.82	204.1706161	\$975.00	\$199,066.35	165.8886236	\$1,428.00	\$271,725.57	102.0803081		\$1.00	\$676,026.66	\$1,529,913.83	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	\$38,261.99	204.1706161	\$300.00	\$61,251.18	165.8886236	\$500.00	\$62,844.31	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	\$123,046.80	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	\$1,426,117.81	16" for 24" or greater
Greene	107.7	\$9,029.71	\$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	\$146,269.79	102.0803081	\$1,350.00	\$17,811.17	\$67,849.31	\$1,426,369.93	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	2.251184834
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	\$	49.88	
Climber	\$	45.00	\$	67.50	\$	39.23	\$	58.85	\$	38.78	\$	58.16	\$	96.00	\$	125.00	\$	41.57	
Groundperson	\$	37.00	\$	55.50	\$	33.70	\$	50.55	\$	30.53	\$	45.79	\$	61.00	\$	79.00	\$	35.33	
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	\$	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																			
	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
Groundperson	4	\$	148.00	\$	307,840.00	\$	134.80	\$	280,384.00	\$	122.12	\$	254,009.60	\$	244.00	\$	507,520.00	\$	94.20
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
Chippers	2	\$	24.00	\$	49,920.00	\$	14.26	\$	29,660.80	\$	13.70	\$	28,496.00	\$	40.00	\$	83,200.00	\$	73.68
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: (For City Council Approval Only) DATE:

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 20, 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

Table of Contents

TABLE OF CONTENTS	1
I. OVERVIEW.....	2
II. PUBLIC OUTREACH	3
III. LEP FOUR FACTOR ANALYSIS	8
IV. LIMITED ENGLISH PROFICIENT LANGUAGE ASSISTANCE PLAN	12
V. TITLE VI COMPLAINT PROCESS.....	19
VI. LIST OF TITLE VI COMPLAINTS	21
VII. NON-ELECTED COMMITTEES/BOARDS	21
VIII.FACILITY CONSTRUCTION EQUITY ANALYSIS	21
IX. SERVICE POLICIES.....	21
X. SERVICE STANDARDS	22
XI. MONITORING SUBRECIPIENTS.....	24

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.

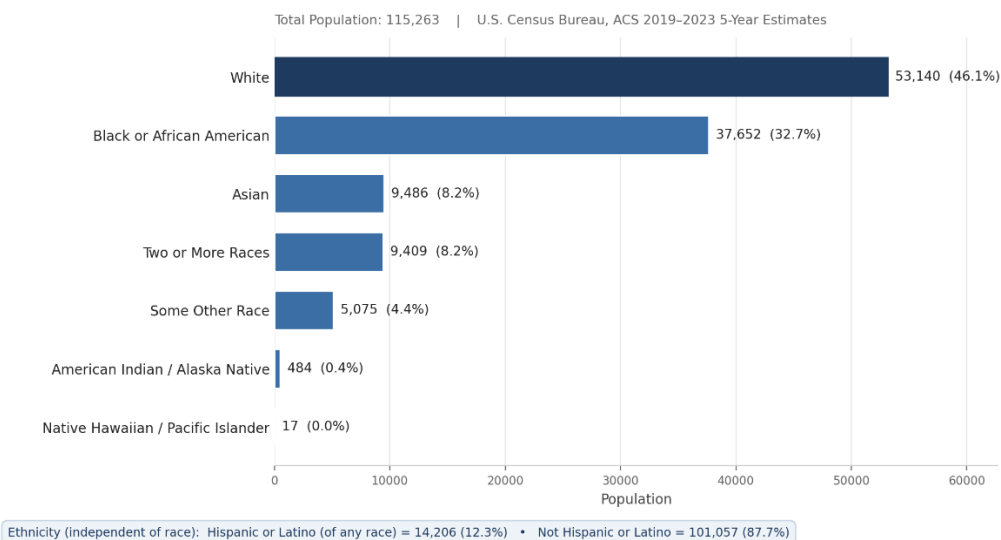
This assessment details the City of High Point Transit System self-assessment and community research and outreach to improve access to its federally conducted programs and activities by eligible individuals who are limited English proficient (L.E.P.).

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

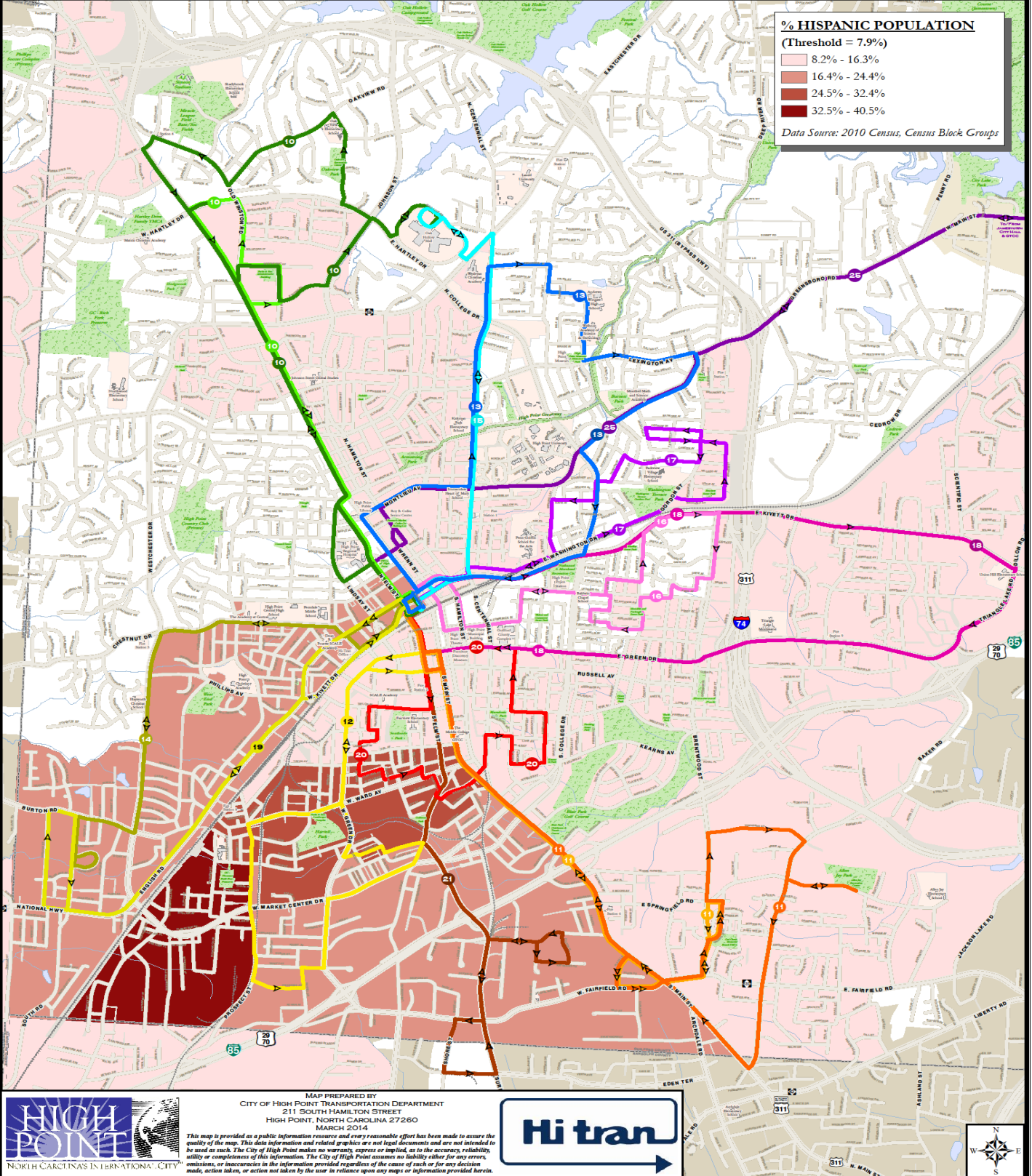
ROUTE 10: NORTH MAIN STREET	ROUTE 12: WEST GREEN DRIVE	ROUTE 16: LEONARD AVENUE	ROUTE 20: KEARNS AVENUE
ROUTE 10: NORTH MAIN STREET (SATURDAY)	ROUTE 13: MONTLIEU AVENUE	ROUTE 17: WASHINGTON DRIVE	ROUTE 21: INDUSTRIAL PARK FLYER
ROUTE 11: SOUTH MAIN STREET	ROUTE 14: WESTCHESTER DRIVE	ROUTE 18: EAST GREEN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

% HISPANIC POPULATION

(Threshold = 7.9%)

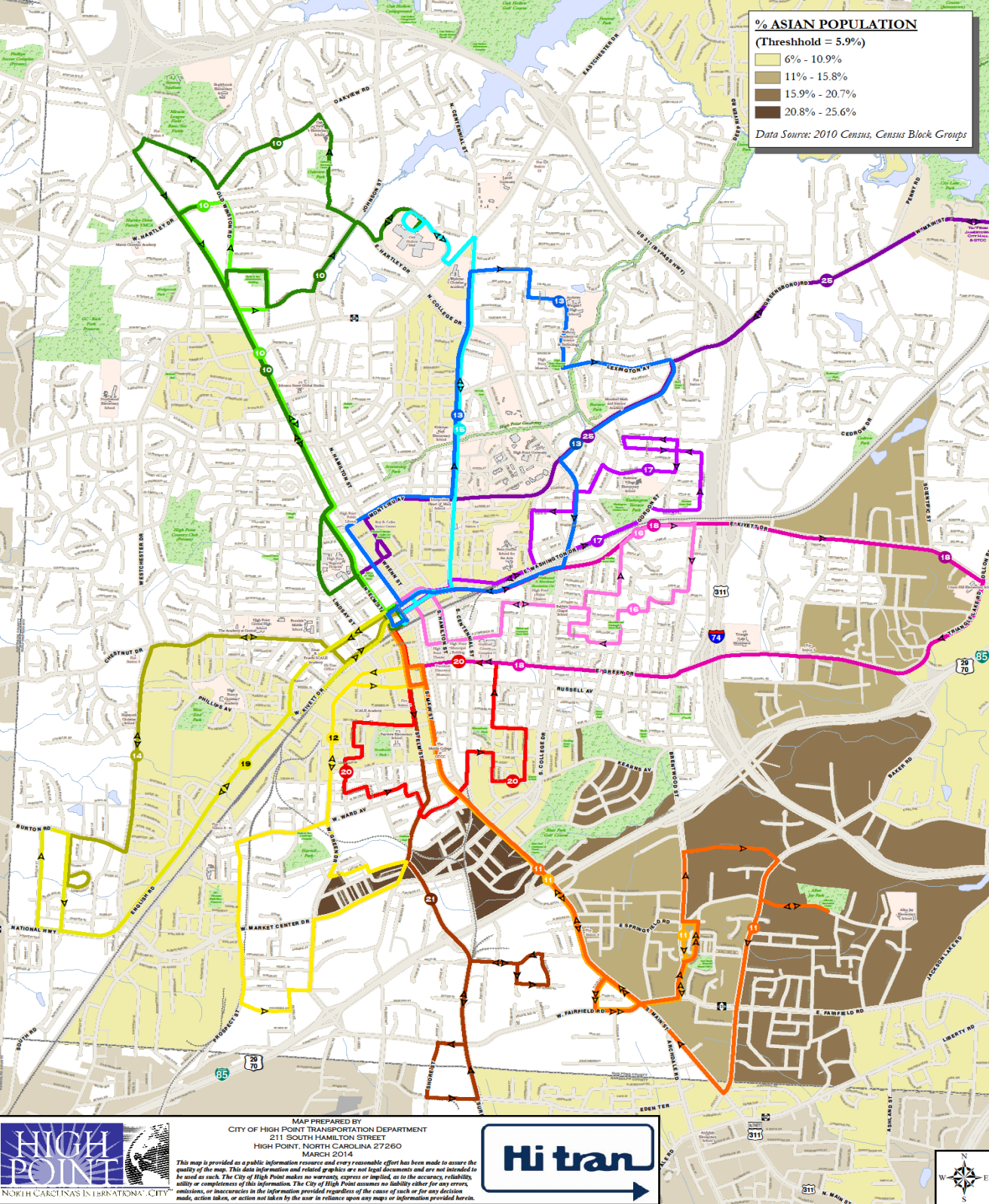
8.2% - 16.3%
16.4% - 24.4%
24.5% - 32.4%
32.5% - 40.5%

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 20, 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:

(For City Council Approval Only)

DATE:

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 20, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:

1. Task Order
 2. 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 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*

“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
----------------------------	-----------

(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 20, 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 Sole Source Contract with 5S Technologies, LLC dba Ark Technology Consultants (ThreatLocker)

FROM:
Virginia Baskins
Assistant Information Technology Director

MEETING DATE:
July 20, 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
----	------------------------	--	------------	-------------

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
----	------------------------	--	------------	-------------

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 Contract with 5S Technologies, LLC dba Ark Technology Consultants (Core Network Services)

FROM:
Adam Ward
Information Technology Services Director

MEETING DATE:
July 20, 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 Purchase from Clinton Automotive, LLC dba Deacon Jones Ford of Clinton

FROM:
Kevin Rogers
Fleet Services Director

MEETING DATE:
July 20, 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 20, 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 20, 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:

Kubota KX057-5R3AP Excavator

PURPOSE:

The Water Mains division is currently utilizing a Kubota excavator that needs replacement due to age and overall condition. The new Kubota KX057-5R3AP will meet their current needs.

COMMENTS:

The price of \$103,786.29 is for the excavator, hydraulic breaker, delivery, and training. 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 Sourcewell Contract.

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 20, 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 20, 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 20, 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 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. 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.

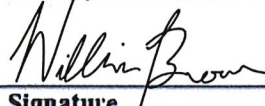
Heyward-Charlotte Incorporated

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 20, 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 20, 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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Defender Ammunition Co.	1, 2	Defender	30.0-45.0%	30																																										
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 20, 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 20, 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

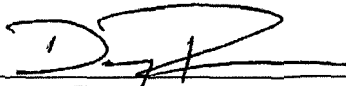
Miscellaneous Provisions

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.

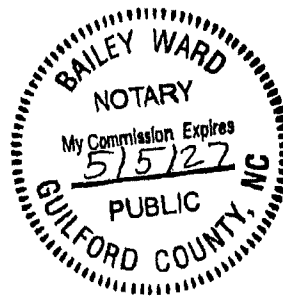
GUILFORD COUNTY SHERIFF OFFICE



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

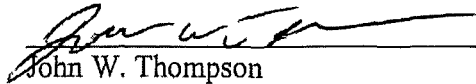


This the 24th day of August, 2023

My commission expires: 5/5/27

(SEAL)

GREENSBORO POLICE DEPARTMENT


John W. Thompson
Chief of Police

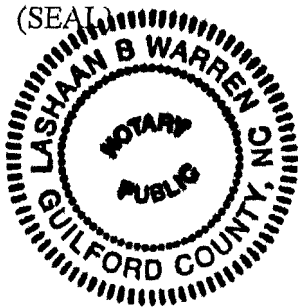
Witness:

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

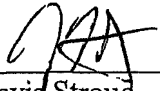
This the 21st day of August, 2023

My commission expires: 3/22/2025

(SEAL)



HIGH POINT POLICE DEPARTMENT



Travis Stroud
Chief of Police

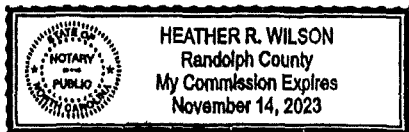
Witness:

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

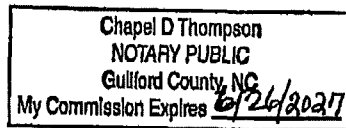
Witness:

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 20, 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

FROM:
Trevor Spencer
Engineering and Facilities Director

MEETING DATE:
July 20, 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 20, 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 20, 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.

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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)

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of Approval of MinutesCity Council i

FROM:
Sandra Keeney
City Clerk

MEETING DATE:
July 20, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:
N/A

ATTACHMENTS:

1. Special Meeting Minutes - May 20, 2026
 2. Special Meeting Minutes - May 27, 2026
 3. Special Meeting Minutes - June 1, 2026
 4. Community Development Committee Minutes - June 2, 2026
 5. Finance Committee Minutes - June 11, 2026
 6. Special Meeting Minutes - June 15, 2026
 7. Regular Meeting Minutes - June 15, 2026
 8. Special Meeting Minutes - June 24, 2026
-

PURPOSE: Approval of Minutes.

BACKGROUND: Approval of Minutes.

BUDGET IMPACT: N/A

RECOMMENDED ACTION REQUESTED: City Council is requested to approve the following minutes:

- Special Meeting Minutes - May 20, 2026
- Special Meeting Minutes - May 27, 2026
- Special Meeting Minutes - June 1, 2026
- Community Development Committee Minutes - June 2, 2026
- Finance Committee Minuts - June 11, 2026
- Special Meeting Minutes - June 15, 2026
- Regular Meeting Minutes - June 15, 2026
- Special Meeitng Minutes - June 24, 2026

**HIGH POINT CITY COUNCIL SPECIAL MEETING
MONDAY, MAY 20, 2026 - 4:30 PM
MUNICIPAL OFFICE BUILDING
211 S. HAMILTON STREET
HIGH POINT, NC 27260**

CALL TO ORDER

Mayor Jefferson called the Special Meeting of the High Point City Council to order at 4:00 p.m. and stated the following members were present:

Present: Mayor Cyril Jefferson, Mayor Pro Tempore Monica Peters, Ward 3, Council Member Britt Moore, At Large, Council Member Vickie McKiver, Ward 1, Council Member Patrick Harman, Ward 4, Council Member Tim Andrew, Ward 5

Absent: Council Member Chris Williams, At Large, Council Member Tyrone Johnson, Ward 2, Council Member Michael Holmes, Ward 6

ADOPTION OF AGENDA

A motion was made by Council Member Andrew, seconded by Council Member Moore, to approve the agenda.

The motion with the following vote:

Aye: Mayor Jefferson, Council Member Moore, Council Member McKiver, Council Member Peters, Council Member Harman, Council Member Andrew

Absent: Council Member Williams, Council Member Johnson, Council Member Holmes

PRESENTATION OF ITEMS

2026-152 **Presentation of Fiscal Year 2026-2027 Budget - Downtown High Point**
Staff from Downtown High Point will present information on the Fiscal Year 2026-2027 Budget.

Rebecca Cansler, President and CEO of Downtown High Point, Inc. (DHP), presented the organization's FY 2026-2027 budget request and provided an update on downtown initiatives, events, and redevelopment projects.

Ms. Cansler reported that Downtown High Point adopted a strategic plan in 2023 following an 18-month planning process. The plan has four goals: placemaking, business success, marketing and promotion, and clean and safe initiatives. She added that the organization continues to implement initiatives guided by the National Main Street Program model, represented by the Four Points of Economic Vitality, Design, Promotion, and Organization.

She highlighted several programs and events conducted throughout the year. In July,

DHP launched the Downtown Dollars program, which allows participants to purchase Downtown Dollars redeemable at more than 33 downtown businesses, with DHP providing a 50 percent match. Ms. Cansler reported that approximately \$15,600 in Downtown Dollars had been issued through promotions, partnerships, and giveaways, with approximately 430 redemptions to date and an average transaction amount of \$22.76 at participating merchants.

Council Member Moore asked whether the Downtown Dollars program aligns with the boundaries served by the Social District trolley. Ms. Cansler explained that the program is limited to participating downtown businesses and generally mirrors the Social Saturday footprint.

Ms. Cansler reviewed additional activities and events held throughout the year, including movie nights, High Point University move-in weekend activities, trolley pub experiences, Social Saturday art gallery tours, Noche de Baile, Panther Prowl, HPU Homecoming events, the Downtown Christmas Stroll, Winter Glow promotions, community cleanups, and Social Saturdays. She noted that Noche de Baile attracted approximately 1,500 participants.

Ms. Cansler also shared that High Point has been selected to host the Large Cities of North Carolina Planning Conference in 2027 and that Preservation North Carolina will host a conference in High Point in October 2026. She noted that the City of High Point is home to North Carolina's first designated 1970s historic building, Showplace West.

Regarding redevelopment efforts, Ms. Cansler reported that Showplace West, located at 101 South Main Street, has been sold and is currently undergoing cleanup and redevelopment. She reviewed the previous year's budget, stating that the City's contribution assisted with programming. She stated that Downtown High Point's future plans include implementing conference-related initiatives, expanding Social Saturdays, pursuing public art and mural projects, supporting Main Street property redevelopment, and continuing work on projects such as Showplace West, also known as Elwood on Main.

Mayor Pro Tempore Peters asked about adding Revival to the Social District. She asked what the business would need to do to participate in Social Saturday. City Attorney Meghan McGuire advised that the business would need to complete the required application process and offered to provide the necessary information and application link. Ms. Cansler advised that she would soon meet with the owner and would provide the information.

Council Member Andrew asked about the focus of the redevelopment of the additional Main Street properties and whether it was too soon in the process to discuss specifics. Ms. Cansler advised that there has been interest and offers, but DHP has been focused on Showplace West.

Council Member Harman asked about interest in the redevelopment of Main Street

properties. Ms. Cansler stated that interest remains present but somewhat cautious, as projects are still in the early stages of development. Ms. Cansler provided additional details regarding the Showplace West project. She stated that plans currently include approximately 143 apartment units, two commercial spaces of approximately 900 square feet each, and various resident amenities, including a fitness center, storage lockers, a yoga room, and a sound recording room.

Tasha Logan Ford, City Manager, asked about the investment value of the project. Ms. Cansler estimated the total investment at approximately \$30 million to \$33 million.

Council Member Moore asked whether the residential units would be market-rate housing. Ms. Cansler confirmed that the apartments are expected to be market-rate units. Mrs. Logan Ford noted that project completion is anticipated in December 2027.

Council Member Moore asked whether the building would offer ownership opportunities or only rental opportunities. Ms. Cansler stated that no ownership opportunities are currently planned and that the development company historically offers only rental opportunities.

Mayor Jefferson asked whether any restrictions would be placed on short-term rentals within the development. Ms. Cansler stated that the developer has discussed potential restrictions and is evaluating the legal implications of limiting Airbnb rentals during Furniture Market periods.

Mayor Jefferson also asked whether Downtown High Point tracks data regarding the effectiveness of the Downtown Dollars program, including whether it attracts new customers or increases foot traffic for participating businesses. Ms. Cansler stated that DHP can track redemption locations and may be able to analyze participant zip code data, but she was uncertain whether participating businesses currently collect information identifying new versus returning customers.

Mayor Jefferson commented on the importance of increasing housing supply to support the City's continued growth, noting that High Point is the second-fastest growing city in the state and that additional downtown housing contributes to the long-term vitality and economic health of the community.

Council Member Moore asked about Downtown High Point's involvement with the Charles Ray Music Festival. Ms. Cansler confirmed that the organization is participating in the event as a partner.

Mayor Pro Tempore Peters commented on the success of Social Saturdays and noted that the events continue to attract visitors from across the region to downtown High Point.

Council expressed appreciation to Ms. Cansler and Downtown High Point staff for their

continued efforts to promote economic development, revitalization, and community engagement in downtown High Point.

2026-153 **Presentation of Fiscal Year 2026-2027 Budget - Visit High Point**

Staff from Visit High Point will present information on the Fiscal Year 2026-2027 budget.

Melody Burnett, President of Visit High Point, presented the organization's FY 2026-2027 budget and provided an update on tourism performance, marketing initiatives, and visitor economy trends.

Ms. Burnett stated that Visit High Point's work is centered on the visitor economy, which is supported primarily through occupancy tax revenue shared with Greensboro. She noted that travel patterns have continued to evolve following the pandemic and discussed recent tourism and occupancy tax revenue trends. She reported that while revenue has softened somewhat in recent reporting, Visit High Point continues to see growth opportunities through group business, visitor engagement, and destination marketing initiatives.

She explained that Visit High Point operates with a staff of 10 full-time employees and two part-time positions, with one retirement vacancy expected to be filled between July and August. The organization also operates the High Point Foundation, a 501(c)(3), Drive High Point Foundation, that supports grant-making, including arts and tourism grants, which account for approximately 15 percent of funding.

Ms. Burnett reviewed budget adjustments, noting a 4 percent increase in administrative expenses and increases in operational costs. She stated that direct group business is projected to increase by approximately 8 percent, supported in part by furniture market-related activity. Additional increases include literature and printing costs to support updated destination guides, while tourism promotion expenses are projected to decrease due to a shift from implementation to ongoing maintenance. She noted that the organization maintains two websites, visitor mailings, and other marketing tools, with some costs offset through revenue-generating programs such as the events calendar.

Ms. Burnett reported increased visitor traffic and highlighted strategic partnerships, including collaborations with Our State magazine and restaurant marketing initiatives. She also noted continued engagement in seasonal programming, including Winterfest and Savor the Arts events.

Council Member Moore asked whether the increase in visitor traffic was primarily associated with furniture market periods or occurred throughout the year. Ms. Burnett stated that increased visibility resulting from the visitor center's relocation has contributed to the growth in visitor traffic.

Council Member Harman asked about visitor engagement with the "Little Sally" troll

installation. Ms. Burnett reported significant social media engagement and national exposure and noted that visitors from across the Triad, Triangle, and out-of-state markets have traveled to High Point specifically to visit the attraction. She stated that the installation has generated increased foot traffic and heightened visibility for the community.

Mayor Jefferson asked about the impact of sports tourism, including rowing events, and whether growth has been steady or variable. Ms. Burnett stated that sports tourism remains a strong niche market for High Point and noted opportunities for continued growth through product development and grant alignment.

Mayor Jefferson also asked whether events such as March Madness and High Point University-related activities have influenced hotel trends. Ms. Burnett confirmed increased room-night sales during those periods and noted that additional hotel and meeting space development would enhance the City's competitiveness and support future growth.

Mayor Jefferson further asked about Visit High Point's ability to attract conferences and group business. Ms. Burnett stated that the organization has seen increased interest in conferences and small-group events. She noted that many bookings occur on shorter timelines and emphasized the importance of continued coordination with community partners and event venues, including Congdon Yards.

Mayor Pro Tempore Peters commented on the significance of High Point hosting the Preservation North Carolina Conference and commended Visit High Point's support of public art initiatives and continued promotion of the "Little Sally" installation, noting its positive impact on community visibility and tourism.

Council expressed appreciation to Ms. Burnett and Visit High Point staff for their continued efforts to support tourism, economic development, and destination marketing in High Point.

2026-154 **Fiscal Year 2026-2027 Proposed Budget - City of High Point**

Staff will provide information on the City of High Point FY 2026-2027 budget.

Stephen Hawryluk, Budget and Performance Director, responded to Council questions regarding budget items, personnel costs, and program proposals.

Mr. Hawryluk reported that neighborhood traffic-calming improvements were funded in the FY 2024-2025 budget. Two neighborhoods are currently in the process of receiving speed bump installations, including the Williams neighborhood and the area between Cedron and Arlington Streets. Discussion also included illegal parking fines as part of traffic enforcement considerations.

Council discussion then shifted to the proposed special separation allowance for the Fire Department. Mr. Hawryluk explained that a special separation allowance is

currently mandated by the State for law enforcement officers, including Police Department personnel, but is not required for firefighters. He noted that the Police Department separation allowance has been in place since January 1, 1987, and includes established eligibility criteria.

Mr. Hawryluk further explained that the proposed Fire Department separation allowance would mirror the police model by providing monthly benefit payments for eligible employees meeting specified age and service requirements, including employees with 30 years of service who have attained age 55.

Council Member Andrew asked whether Park Rangers are included within the Police Department for purposes of similar benefits. Mr. Hawryluk confirmed that they are organized under the Police Department.

Mayor Jefferson asked about the annual cost of the program and whether the State provides funding support.

Tasha Logan Ford, City Manager, stated that the Police Department separation allowance is an unfunded State mandate. She explained that projected costs for the proposed Fire Department separation allowance were estimated using workforce and retirement projections included in the budget analysis.

Mayor Jefferson questioned projected cost increases between 2030 and 2031. Mrs. Logan Ford explained that projected costs fluctuate based on the size of incoming academy classes and salary assumptions used in the analysis. She noted that the average salary used in the projections was approximately \$75,000.

Council Member Harman asked whether cost estimates could differ significantly from actual costs. Mr. Hawryluk stated that the analysis was intended to provide projected liability estimates and expected benefit payments rather than exact future expenditures. Council Member Andrew noted that the information provides a general planning range.

Mayor Jefferson noted that, unlike the Police Department program, a Fire Department separation allowance is not mandated by the State and would represent a local policy decision. Mr. Hawryluk confirmed that the proposal was modeled after the Police Department program for comparison purposes.

Mayor Pro Tempore Peters asked whether there is any current discussion at the State level regarding expanding the mandate. Mr. Hawryluk stated that no specific legislation is currently under consideration. Mrs. Logan Ford added that the most recent formal discussion occurred in 2019, when the issue was reviewed through a legislative study commission.

Mayor Pro Tempore Peters requested outreach to State legislators. Mrs. Logan Ford stated that staff is gathering information from other jurisdictions, including Mooresville

and New Hanover County, and noted that some jurisdictions provide similar benefits to telecommunicators and have different retirement-age requirements.

Mayor Pro Tempore Peters asked whether disability insurance could reduce the need for a separation allowance. Mrs. Logan Ford responded that the impact would depend on the level of disability coverage available and individual circumstances.

Council Member Moore asked whether the allowance would be taxable. Mr. Hawryluk stated that comparable jurisdictions used varying approaches and noted that New Hanover County has proposed a similar program.

Council Member Harman requested comparable information from Greensboro. Mrs. Logan Ford agreed to provide additional comparative information and noted that New Hanover County operates a separate program. Mayor Jefferson commented that jurisdictions offering similar programs generally serve smaller populations and experience a lesser budgetary impact. Mrs. Logan Ford noted that Gastonia and Mooresville are both smaller jurisdictions than High Point.

Council Member Moore asked about the policy rationale for the State's requirement that the allowance apply only to law enforcement officers. Mr. Hawryluk referenced a prior retirement incentive program implemented in 2003 that was later discontinued in 2020.

Council Member Harman asked how many employees participated in the program. Mrs. Logan Ford stated that approximately 19 employees participated.

Mayor Jefferson recalled that the program was discontinued due to limited participation and effectiveness.

Council Member Andrew asked whether implementation of the proposed separation allowance could generate payroll savings through workforce turnover. Mrs. Logan Ford explained that while some payroll savings may occur through replacing higher-paid employees with newer employees, those savings would be offset by recruitment, training, and replacement costs and would not result in a dollar-for-dollar reduction.

Council Member Harman asked whether prior analyses included payroll savings or only projected costs. Mr. Hawryluk stated that staff would provide additional information and comparative data from Greensboro.

Discussion also included a proposed low-income homeowner assistance program and comparable programs offered by Guilford County and the City of Greensboro.

Mayor Jefferson asked whether Guilford County currently offers such a program and whether eligibility is limited to residents outside municipal limits.

Council Member Harman asked how many households might qualify. Mrs. Logan Ford

estimated that approximately 16,000 households could meet eligibility criteria depending on income thresholds, property values, and participation in other assistance programs.

Council Member Harman asked whether Greensboro has operated a similar program for an extended period. Mr. Hawryluk and Mrs. Logan Ford stated that the program is relatively new.

Council Member Harman asked about potential revenue impacts. Mrs. Logan Ford stated that revenue loss would likely be minimal and would depend on the final eligibility criteria established by the local jurisdiction.

Mayor Jefferson noted that the proposal would provide assistance to qualifying low-income homeowners rather than renters and emphasized the complexity and targeted nature of such a program.

Mrs. Logan Ford noted that rental assistance programs currently exist that serve different populations and objectives.

Council discussed next steps in the budget process, including the possibility of an additional work session. Mrs. Logan Ford reviewed the budget adoption timeline and noted that budget adoption was scheduled for June 1. She suggested that delaying final adoption until the second meeting in June may be the most prudent approach. Council indicated that additional discussion would occur on June 1 and determined that an additional work session the following Wednesday was not necessary.

Mayor Jefferson also referenced continued discussion regarding the proposed Fire Department special separation allowance and prior retirement incentive programs.

ADJOURNMENT

Mayor Jefferson suggested holding an additional budget work session on May 27 to allow for further discussion of budget-related items.

Mrs. Logan Ford stated that staff would attempt to obtain actuarial information regarding the proposed Fire Department special separation allowance prior to the meeting and noted the importance of maintaining consistency across employee benefit programs. She also discussed administrative considerations associated with program eligibility, application procedures, and implementation.

There being no further business to come before the City Council, the meeting adjourned at 5:20 p.m.

Respectfully Submitted,

Cyril Jefferson, Mayor

Attest:

MarTeka Davis, Deputy City Clerk

DRAFT

**HIGH POINT CITY COUNCIL
SPECIAL MEETING
Wednesday, May 27, 2026 - 4:00 PM
Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260**

CALL TO ORDER

Mayor Jefferson called the Special Meeting to order at 4:00 p.m. and stated that all members of Council were present.

Present: Mayor Cyril Jefferson, Mayor Pro Tempore Monica Peters, Britt Moore, At Large, Council Member Chris Williams, At Large, Council Member Vickie McKiver, Ward 1, Council Member Tyrone Johnson, Ward 2, , Council Member Patrick Harman, Ward 4, Council Member Tim Andrew, Ward 5, and Council Member Michael Holmes, Ward 6.

ADOPTION OF AGENDA

A motion was made by Council Member Holmes, seconded by Council Member Andrew, to adopt the agenda as presented.

The motion passed with the following vote:

Aye: Mayor Jefferson, Mayor Pro Tempore Moore, Council Member Williams, Council Member McKiver, Council Member Johnson, Council Member Peters, Council Member Harman, Council Member Andrew, and Council Member Holmes

PRESENTATION OF ITEMS

2026-173 **Fiscal Year 2026-2027 Proposed Budget - City of High Point**
Staff will provide information on the City of High Point FY 2026-2027 budget.

City Manager Tasha Logan Ford presented follow-up information regarding two budget topics that remained under discussion following the previous budget work session: the potential implementation of a Special Separation Allowance (SSA) for firefighters and a property tax assistance program for low-income homeowners.

Regarding the Special Separation Allowance, City Manager Logan Ford reviewed information previously provided concerning municipalities that do and do not offer the benefit. She distributed additional materials summarizing actuarial studies completed by the Cities of Greensboro and Raleigh and explained that staff had compiled cost projections associated with those studies. She reported that staff had contacted the City's accountant to determine the process and timeline for conducting a similar actuarial analysis for High Point. City Manager Logan Ford also stated that staff was

continuing discussions with the City of Gastonia, which implemented an SSA program in 2024, in an effort to better understand the long-term financial impacts and participation levels associated with such a program.

City Manager Logan Ford then discussed the possibility of establishing a low-income homeowner property tax assistance program. She explained that staff had reviewed programs offered by Greensboro and Guilford County and noted the challenges associated with estimating the number of eligible participants because applicants must generally not qualify for existing property tax relief programs. She advised that Community Development staff had developed preliminary estimates but that determining the full financial impact remained difficult at this stage. She suggested that Council could consider establishing a base level of funding that could be supplemented later if demand exceeded expectations. She also noted that any funding set aside could potentially support future revisions to the City's down payment assistance program, which has not been adjusted in several years.

City Manager Logan Ford reported that staff had also responded to a series of budget-related questions submitted by Council concerning departmental increases and specific budget line items. The responses had been distributed to Council prior to the meeting. A Council member expressed appreciation for staff's prompt and thorough responses.

During discussion of the proposed homeowner assistance program, questions were raised regarding whether applicants would first be screened for eligibility under other available assistance programs before receiving City assistance. Staff explained that applicants are generally directed toward other available programs when appropriate and that existing processes already include review of alternative funding opportunities. Additional questions were asked regarding the amount of down payment assistance currently available, whether state and local assistance programs could be combined, how often funding levels would be reviewed, and whether assistance programs are restricted to certain geographic areas of the City. Staff explained that assistance levels in some programs can reach \$20,000 to \$30,000, that state and local programs may be combined when permitted by lenders, and that future funding decisions would likely be based on program utilization and available housing inventory. Staff also clarified that some programs are geographically targeted while others are based on income eligibility.

Council then discussed the Special Separation Allowance proposal. Questions were raised regarding assumptions contained within actuarial projections, including anticipated salary growth rates and the extent to which replacement personnel could offset costs. Support was expressed for continuing to explore the possibility of providing the benefit, while recognizing the need for additional analysis and financial review. Several members noted concerns regarding uncertainty surrounding potential state legislation affecting local government revenues, including proposed limits on revenue growth and tax-related policy changes. It was suggested that further

discussions with state legislators may be necessary before committing to a new long-term financial obligation.

Discussion also focused on whether the General Assembly should address the issue at the state level, similar to the existing separation allowance provided to law enforcement officers. Staff reported that the most recent significant legislative discussion occurred in 2019 and that no recent legislation had advanced. Concerns were expressed regarding the possibility of municipalities being required to fund additional benefits without accompanying state financial support. It was noted that any state mandate should ideally include funding assistance.

Questions were raised regarding the sustainability of the proposed tax rate and the City's long-term financial outlook. City Manager Logan Ford stated that staff's recommendation represented the best estimate possible based on current information and known obligations. She noted that rising operational costs, employee retirement contributions, health insurance expenses, personnel costs, and other service-related expenditures continue to outpace revenue growth. She further explained that maintaining the current tax rate would require significant reductions in capital investments, compensation initiatives, and other expansion items included in the proposed budget.

Council also discussed the potential impacts of data centers and pending utility-related legislation on future electric rates. Staff explained that legislation currently under consideration seeks to ensure that data centers bear the full costs associated with their electrical demands. Staff also reported that utility organizations continue to advocate on behalf of municipal electric systems to preserve local control and minimize impacts to customers.

Additional discussion occurred regarding ongoing investments in the Fire Department. Staff highlighted positions included in the proposed budget that were recommended through the Fire Chief's consulting study, including additional safety and training personnel. Interest was also expressed in exploring enhanced cancer screening and health monitoring programs for firefighters. Staff indicated a willingness to evaluate the costs and logistics associated with such programs.

Questions were also raised regarding comparable municipalities that have implemented SSA programs and whether sufficient historical data exists to evaluate the accuracy of actuarial projections. Staff advised that Gastonia is the closest comparable municipality currently offering the benefit and that additional information is still being gathered.

Council discussed the concept of setting a fixed annual funding allocation for a separation allowance program rather than tying benefits directly to salary percentages. Questions were also raised regarding employees who may retire early due to health-related issues. Staff explained that disability retirement provisions already exist through state and federal programs.

Additional questions were asked regarding potential state actions affecting local revenues, the County's proposed tax rate, and how future legislation might impact municipal budgeting. Staff explained that Guilford County is proposing a tax rate reduction that remains above the revenue-neutral rate and noted that Greensboro is pursuing a similar approach. Staff reiterated that many future decisions will depend upon actions ultimately taken by the General Assembly.

Council members concluded the discussion by acknowledging the challenges associated with balancing growth, service demands, infrastructure needs, employee compensation, and affordability for taxpayers while continuing to support the City's long-term strategic goals.

ADJOURNMENT

There being no further business to come before the Special Meeting of the High Point City Council, the meeting adjourned at 4:57 p.m.

Respectfully Submitted,

Cyril Jefferson, Mayor

Attest:

Sandra Keeney, City Clerk

HIGH POINT CITY COUNCIL SPECIAL MEETING

Monday, June 1, 2026 - 4:00 PM

Municipal Office Building

211 S. Hamilton Street

High Point, NC 27260

CALL TO ORDER

Mayor Jefferson called the Special Meeting of the High Point City Council to order at 4:00 p.m. and stated the following members were present:

Present: Mayor Cyril Jefferson, Council Member Britt Moore, At Large, Council Member Chris Williams, At Large, Council Member Tyrone Johnson, Ward 2 (arrived at 4:38 p.m.), Council Member Vickie McKiver, Ward 1, Mayor Pro Tempore Monica Peters, Ward 3, Council Member Patrick Harman, Ward 4, Council Member Tim Andrew, Ward 5, Council Member Michael Holmes, Ward 6

ADOPTION OF AGENDA

A motion was made by Council Member Holmes, seconded by Council Member Andrew, to adopt the agenda as presented.

The motion with the following vote:

Aye: Mayor Jefferson, Council Member Moore, Council Member Williams, Council Member McKiver, Mayor Pro Tempore Peters, Council Member Harman, Council Member Andrew, Council Member Holmes

Nay: None

Absent: Council Member Johnson

PRESENTATION OF ITEMS

2026-188 **Rail Service Update – North Carolina Department of Transportation Rail Division**

Staff from the North Carolina Department of Transportation Rail Division will provide a rail service update.

Greg Venable, Transportation Director introduced the presentation from the North Carolina Department of Transportation (NCDOT) Rail Division. Presenters included Elijah Chapman, Intern; Jason Orthner, Rail Division Director; and Jason Meyer (arrived later in the presentation).

Mr. Orthner provided an overview of NC By Train passenger rail service, which has served North Carolina for approximately 35 years. Service began with the Carolinian route in 1990 and expanded with Piedmont service in 1995. Today, High Point is served by ten daily train stops, including Amtrak's Crescent service, providing connections to destinations throughout the Southeast and Northeast.

The presentation included an overview of intercity passenger rail, commuter rail, and light rail services, noting that intercity passenger rail remains the primary focus in North Carolina's statewide rail network. Presenters highlighted ongoing state investment in rail infrastructure and planned service expansion efforts.

Mr. Orthner reported continued ridership growth, with statewide passenger rail ridership projected to exceed pre-pandemic levels. High Point experienced record ridership during Fiscal Year 2025–2026, with a reported 54 percent increase. NCDOT continues to collaborate with partners including PART, Visit High Point, the High Point Rockers, Carolina Core initiatives, and local organizations to support tourism and economic development. He provided an update on the Federal Railroad Administration's Corridor Identification and Development Program and future expansion opportunities. Planned improvements include the S-Line Corridor Project, expected to increase capacity and enable additional service to Virginia and Northeast destinations. Future corridor concepts also include expanded service to communities such as Asheville and Wilmington.

Mr. Orthner reviewed results from a public engagement effort conducted through educational videos, online surveys, and in-person outreach. Survey results reflected rider preferences for reliable Wi-Fi, onboard food and beverage service, comfortable seating, affordability, and convenient schedules, as well as interest in additional frequency and later service times.

Council Member Moore asked about sustainability metrics and how environmental considerations are balanced with project costs. Mr. Meyer responded that sustainability planning primarily focuses on environmental impact reduction and transportation efficiency.

Mayor Pro Tempore Peters asked about marketing strategies for rail service in High Point, referencing promotional efforts such as the "Troll Train." Peter Bishop, Economic Development Director responded regarding local marketing coordination efforts and partnerships with Visit High Point and other stakeholders to promote rail-related tourism and events.

Council Member Andrew asked about prior instances where Amtrak trains bypassed High Point and whether ridership data supports maintaining service levels at the station. Mr. Orthner noted that service planning involves balancing express service efficiency with local station access and that future infrastructure improvements may allow for additional train frequency and improved scheduling flexibility.

Council Member Moore also asked about train capacity, including the typical number of cars per consist and whether new equipment would increase seating capacity. Mr. Meyer responded that current trains typically consist of three to four cars, including coaches and a food service car, with approximately 200 seats, and noted that future rolling stock will provide increased capacity and improved passenger amenities.

The presentation concluded with discussion of future service enhancements, including additional train frequencies, expanded destinations, and the anticipated introduction of new passenger rail equipment over the coming years.

2026-189 **Closed Session - Attorney-Client Privilege and Personnel**
City Council is requested to go into Closed Session pursuant to N.C. General Statute §143-318.11(a)(3) for Attorney-Client privilege and N.C.G.S. §143-318.11(a)(6) for Personnel.

A motion was made by Council Member Williams, seconded by Council Member Andrew, to go into Closed Session pursuant to N.C. General Statute §143-318.11(a)(3) for Attorney-Client privilege and N.C.G.S. §143-318.11(a)(6) for Personnel.

The motion with the following vote:

Aye: Mayor Jefferson, Council Member Moore, Council Member Williams, Council Member McKiver, Council Member Peters, Council Member Harman, Council Member Andrew, Council Member Holmes

Nay: None

ADJOURNMENT

Respectfully Submitted,

Cyril Jefferson, Mayor

Attest:

MarTeka Davis, Deputy City Clerk

HIGH POINT COMMUNITY DEVELOPMENT COMMITTEE MEETING

Tuesday, June 2, 2026 - 4:00 PM

Municipal Office Building

211 S. Hamilton Street

High Point, NC 27260

CALL TO ORDER

Chair Johnson called the Meeting of the High Point Community Development Committee to order at 4:00 p.m. and stated the following members were present:

Present: Chair Tyrone Johnson, Council Member Tim Andrew, Council Member Vickie McKiver, Council Member Chris Williams

PRESENTATION OF ITEMS

2026-183 **Community and School Garden Update**

Crystal Mercer, County Extension Agent for Community and School Gardens, will provide an annual update on the Community and School Gardens Program in High Point for program year 2025-2026.

Ms. Thanena Wilson, Community Development and Housing Director, introduced Mrs. Crystal Mercer, County Extension Agent for Community and School Gardens, who presented the annual Community and School Gardens Program update for the period of July 1, 2025, through June 30, 2026.

Mrs. Mercer reported that there are currently 61 community and school gardens throughout High Point, including neighborhood gardens, community organization gardens, school gardens, youth gardens, and teaching gardens. She highlighted six Guilford County Extension Master Gardener Volunteer Association grant recipients, including High Point Central High School, Johnson Street Global Studies, Oak View Elementary, Parkview Village Elementary Expressive Arts, Pruette Scale Academy, and Southwest Guilford High School. She shared a teacher testimonial regarding the positive impact of school gardens on student learning and leadership opportunities.

Mrs. Mercer discussed ongoing partnerships and support efforts, including connections with local suppliers for lumber and materials, involvement of Master Gardener volunteers in schools, and the annual Community Garden Contest. She also highlighted youth gardening initiatives, including the D-Up Eatery Sprout Garden program.

Mrs. Mercer reviewed the 2026 City of High Point Community Garden Assistance Program recipients and noted that assistance was provided to support both new and existing gardens throughout the community. She reported that 18 grants were awarded, totaling \$970.35 in City expenditures. The grants provided mulch, topsoil, and compost with an estimated fair market value of \$4,690, resulting in savings of approximately \$3,719.65 for participating gardens.

Additional program activities included the annual Seeds to Share event, which served 67 participants through seed donations provided by local nurseries and retailers; a container gardening workshop in partnership with Keep High Point Beautiful, which served 15 participants; educational outreach with the Falls Grove Neighborhood Association; training for Guilford County school garden leaders; and free gardening classes and workshops offered throughout the year.

Mrs. Mercer also highlighted grant support provided to the Triad Health Project, a community gathering event at Oak View Recreation Center attended by 44 participants, the Gardens Under Glass workshop attended by six participants, and the Three-Season Gardening educational series. She concluded by reviewing upcoming gardening events and educational opportunities.

Council Member Johnson expressed appreciation for the presentation and the program's continued impact on the community.

Council Member Andrews referenced the slide regarding the 18 garden assistance grants and asked whether the reported savings reflected a discounted purchase price by the City.

Mrs. Mercer explained that the savings represented the fair market value of the materials provided. Ms. Wilson added that Community Development obtains materials through the City's existing Ingleside Compost Facility operations and charges expenses at the City's internal rate, resulting in reduced costs for participating gardeners.

Council Member McKiver commended the program, stating that he enjoys seeing community gardens throughout the city and expressed appreciation for the hard work and dedication of everyone involved.

2026-181 **Consideration of a Resolution Approving Conveyance of Real Property to D-UP, INC.**

City Council is requested to consider a Resolution Approving Conveyance of Real Property to a Nonprofit Corporation, conveying 722 Washington Street to D-UP, INC., and to authorize the appropriate City official to execute all necessary documents.

Ms. Thanena Wilson, Community Development and Housing Director, presented a request for Council approval to convey the City-owned property located at 722 Washington Street to D-UP, Inc. Ms. Wilson stated that the conveyance would support the City's ongoing efforts to revitalize Core City neighborhoods, remove slum and blight conditions, and encourage investment in the Washington Street community. She explained that D-UP, Inc. intends to utilize the property as a community garden in the short term, with long-range plans to develop affordable housing serving a public purpose.

Ms. Wilson noted that D-UP, Inc. has taken a leadership role in the Washington Street Community Association and neighborhood revitalization efforts. She stated that the organization currently maintains office and program space on Washington Street and has plans for the construction of a multi-use STEM complex. The conveyance would further support the organization's mission of serving the community.

Council Member Williams inquired about the size of the lot. Greg Ferguson, Deputy City Manager, stated that the property consists of approximately 0.20 acres.

Council Member Williams asked whether the lot was a standard-sized lot. Ms. Meghan Maguire, City Attorney, stated that a standard city lot is approximately 0.13 acres.

Mr. Ferguson noted that the property is located adjacent to Rock Auto Repair.

Council Member Andrews asked whether the property is currently undeveloped. Ms. Wilson confirmed that the lot is undeveloped.

Council Member Williams referenced previous City agreements involving community gardens and asked whether the City had leased lots to organizations for similar purposes. Ms. Wilson responded that the City currently leases approximately 22 to 23 lots to organizations, including West End Ministries and Growing High Point, for community garden use.

Council Member Williams announced that The Longest Table community event would be held on June 14, 2026, at Mendenhall Station.

A motion was made by Council Member Johnson, seconded by Council Member McKiver, to Approve Agenda Item 2026-181.

The motion with the following vote:

Aye: *Council Member Johnson, Council Member Andrew, Council Member McKiver, Council Member Williams*

Nay: *None*

ADJOURNMENT

Council Member Johnson announced there will not be a Community Development Committee meeting in July; The next scheduled meeting will be August 4, 2026.

There being no further business to come before the Community Development Committee, the meeting adjourned at 4:20 p.m.

Respectfully Submitted,

Tyrone Johnson, Chairman

Attest:

MarTeka Davis, Deputy City Clerk

HIGH POINT FINANCE COMMITTEE MEETING

Thursday, June 11, 2026 - 4:00 PM

Municipal Office Building

211 S. Hamilton Street

High Point, NC 27260

Finance Committee - Council Member Britt W. Moore, Chair

CALL TO ORDER

Chair Moore called the Finance Committee to order at 4:00 p.m. and stated all Committee members were present.

Present: Chair Britt Moore, Mayor Pro Tem Monica Peters, Council Member Tim Andrew, and Council Member Michael Holmes

PRESENTATION OF ITEMS

2026-178 **Consideration of a Contract with PDC, Inc. - Stormwater Maintenance**

City Council is requested to consider a contract with PDC, Inc. in the amount of \$376,980, for Stormwater Maintenance and authorize the appropriate City Official(s) to execute all necessary documents.

Assistant Public Services Director Melinda King presented the annual stormwater maintenance contract. She reported that recent hiring efforts have allowed the department to complete more stormwater maintenance work in-house; however, a third-party contractor remains necessary to assist with projects that exceed current staffing capacity. Three bids were received, with PDC Incorporated submitting the lowest responsive bid of \$376,980.

Committee members asked how the proposed contract compared to the previous year's contract amount. Ms. King responded that the prior year's contract was slightly more than \$500,000.

A motion was made by Chair Moore, seconded by Council Member Andrew, to approve agenda item 2026-178.

The motion passed with the following vote:

Aye: Council Member Britt Moore, Council Member Michael Holmes, Council Member Tim Andrew, and Mayor Pro Tem Monica Peters

Nay: None

Absent: None

2026-200 **Consideration of a Second Amendment to the Agreement for Professional Services with Alta Planning + Design, Inc. for W. Green Drive – Green Stormwater Infrastructure**

Project

City Council is requested to consider a Second Amendment to Agreement for Professional Services with Alta Planning + Design, Inc. in the amount of \$97,164 for professional engineering project management services related to the W. Green Drive – Green Stormwater Infrastructure Project and authorize the appropriate City Official(s) to execute all necessary documents.

Assistant Public Services Director Melinda King presented a request to approve a change order with Alta Planning + Design, Inc. in the amount of \$97,164, increasing the total contract to \$1,122,269. She explained that the additional funding would provide engineering design and engineering-of-record services during construction of the West Green Stormwater Green Infrastructure Project. The funds will be available on an as-needed, not-to-exceed basis to address any engineering assistance required during construction.

Committee members asked whether the entire amount was expected to be spent. Ms. King responded that it is a not-to-exceed amount, and staff does not anticipate using all of the funding.

The Committee also inquired about the project's construction schedule and anticipated completion. Ms. King advised that, because the project is funded through a grant, construction must be completed and invoiced by the end of the year. The anticipated construction completion date is December 10, 2026, allowing sufficient time to submit the required grant documentation. She added that construction is progressing well, and the project has been moving forward successfully. The Committee requested that staff provide an update upon the project's completion.

A motion was made by Chair Moore, seconded by Mayor Pro Tem Peters, to approve agenda item 2026-200.

The motion passed with the following vote:

Aye: Council Member Britt Moore, Council Member Michael Holmes, Council Member Tim Andrew, and Mayor Pro Tem Monica Peters

Nay: None

Absent: None

2026-199 **Consideration of a Contract with PDC, Inc. - Water and Sewer Maintenance**

City Council is requested to consider a contract with PDC, Inc. in the amount of \$1,688,810 for water and sewer maintenance and authorize the appropriate City Official(s) to execute all necessary documents.

Water Resources Director Allison Craft presented a recommendation to award the City's annual Water and Sewer Maintenance Contract to PDC, Inc. in the amount of \$1,688,810. She noted that PDC was the low bidder among three bids received and, coincidentally, was also the low bidder for the Stormwater Maintenance Contract, resulting in the same contractor providing on-call services for both operations.

Ms. Craft explained that the contract provides for emergency and routine water and sewer maintenance. She noted that last year's contract was originally awarded for approximately \$2.6 million; however, staff reduced the number of contract units this year to allow more work to be completed in-house. The department has also restructured the contract to focus on routine maintenance activities that cannot be handled internally and to establish a more consistent maintenance schedule, allowing the contract to be used more efficiently.

A Committee member commended the department's efforts to reduce contract costs by approximately \$1 million and expressed hope that the department would be successful in completing more work internally without the need for additional funding. Ms. Craft agreed and expressed the same hope.

A motion was made by Chair Moore, seconded by Council Member Andrew, to approve agenda item 2026-199.

The motion passed with the following vote:

Aye: Council Member Britt Moore, Council Member Michael Holmes, Council Member Tim Andrew, and Mayor Pro Tem Monica Peters

Nay: None

Absent: None

2026-192

Consideration of a Purchase from Capital Chevrolet, Inc.

City Council is requested to consider a purchase with Capital Chevrolet, Inc. in the amount of \$226,494 for five 2026 Chevrolet trucks, declare the current trucks as surplus, dispose current trucks through the online auction process, and authorize the appropriate City Official(s) to execute all necessary documents.

Fleet Services Director Kevin Rogers presented a recommendation to purchase five Chevrolet trucks from Capital Chevrolet, Inc. in the amount of \$226,494 to replace existing vehicles that have reached the end of their useful life due to age, mileage, and condition.

Mr. Rogers explained that the purchase includes three Chevrolet 1500 trucks at a cost of \$127,852.20 and two Chevrolet 2500 trucks at a cost of \$98,641.80, for a total purchase price of \$226,494. He advised that the estimated delivery time is less than six months and that funding is included in the FY 2026-2027 budget. The request also includes declaring the existing trucks as surplus and disposing of them through the City's online auction process.

A motion was made by Chair Moore, seconded by Council Member Holmes to approve agenda item 2026-192.

The motion passed with the following vote:

Aye: Council Member Britt Moore, Council Member Michael Holmes, Council Member Tim Andrew, and Mayor Pro Tem Monica Peters

Nay: None

Absent: None

2026-193 **Consideration of a Purchase from Piedmont Truck Center, Inc. — Rear Loader**

City Council is requested to consider a purchase with Piedmont Truck Center, Inc. in the amount of \$312,841.20 for two 2026 Ford F-550 with Pac Mac RL-8 eight-yard body, 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.

Kevin Rogers, Fleet Manager, presented a request to purchase two replacement rear packer trucks for the Environmental Services Division. He explained that the Division's existing Isuzu rear packer trucks require replacement due to their age, mileage, and condition. Piedmont Truck Center submitted the proposal for two Ford F-550 trucks equipped with Pac-Mac RL 8-yard rear packer bodies at a total cost of \$312,841.20, which includes the truck bodies and training. Delivery is estimated in less than 365 days, funding is available in the FY 2026-2027 budget, and the existing trucks will be declared surplus and auctioned using the online auction process upon receipt of the replacements.

A motion was made by Chair Moore, seconded by Council Member Andrew, to approve agenda item 2026-193.

The motion passed with the following vote:

Aye: Council Member Britt Moore, Council Member Michael Holmes, Council Member Tim Andrew, and Mayor Pro Tem Monica Peters

Nay: None

Absent: None

2026-194 **Consideration of a Purchase from Piedmont Truck Center, Inc. - Side Loader**

City Council is requested to consider a purchase with Piedmont Truck Center, Inc. in the amount of \$798,790 for two Dennis Eagle Trucks with New Way side loading refuse bodies, declare

the current trucks as surplus, dispose of the current trucks through the online auction process, and authorize the appropriate City Official (s) to execute all necessary documents.

Kevin Rogers, Fleet Manager, presented a request to purchase two replacement side-loading refuse trucks for the Environmental Services Division. He explained that the Division's existing Peterbilt trucks equipped with New Way side-loading bodies have accumulated substantial operating hours and require replacement. The proposed purchase consists of two Dennis Eagle trucks with New Way side-loading refuse bodies, which are consistent with the City's existing fleet and will continue to meet operational needs for residential garbage collection. The total cost of \$798,790 includes the trucks, extended warranties, training, and delivery. Delivery is estimated in less than 365 days, funding is available in the FY 2026-2027 budget, and the existing trucks will be declared surplus and disposed of through the City's online auction process.

A motion was made by Chair Moore, seconded by Council Member Holmes, to approve agenda item 2026-194.

The motion passed with the following vote:

Aye: Council Member Britt Moore, Council Member Michael Holmes, Council Member Tim Andrew, and Mayor Pro Tem Monica Peters

Nay: None

Absent: None

2026-198 **Consideration of a Purchase from Clinton Automotive, LLC dba Deacon Jones Ford of Clinton**

City Council is requested to consider a purchase with Clinton Automotive, LLC dba Deacon Jones Ford of Clinton in the amount of \$141,610.22 for three 2026 Ford F-150 Responders, declare the current trucks as surplus, dispose of the current trucks through the online auction process, and authorize the appropriate City Official(s) to execute all necessary documents.

Kevin Rogers, Fleet Manager, presented a request to purchase three replacement pickup trucks for the Police Department and Parks & Recreation Department. He explained that the existing vehicles have reached the point where replacement is needed. The proposed purchase includes two Ford F-150 Responder trucks for the Police Department's K-9 Unit and one Ford F-150 truck for Park Ranger Services. The total cost of the three vehicles is \$141,610.22, with the two K-9 vehicles totaling \$94,676.28 and the Park Ranger vehicle totaling \$46,933.94. Delivery is estimated in less than six months, funding is available in the FY 2026-2027 budget, and the existing vehicles will be declared surplus and disposed of through the City's online auction process.

A motion was made by Chair Moore, seconded by Council Member Andrew, to approve agenda item 2026-198.

The motion passed with the following vote:

Aye: Council Member Britt Moore, Council Member Michael Holmes, Council Member Tim Andrew, and Mayor Pro Tem Monica Peters

Nay: None

Absent: None

Chair Moore requested a surplus and auction item report.

2026-195 **Consideration of an Interlocal Agreement with Piedmont Authority for Regional Transportation (PART)**

City Council is requested to consider an Interlocal Agreement between the City of High Point and PART for the shared cost to operate the Piedmont Triad Regional Mobility Management Call Center and authorize the appropriate City Official(s) to execute all necessary documents.

Greg Venable, Transportation Director, presented a request to approve an agreement between the Piedmont Authority for Regional Transportation (PART) and the City of High Point for participation in the Piedmont Triad Regional Mobility Call Center. He explained that the call center was established in August 2015 to provide a centralized resource for transit information and customer service for PART, High Point Transit, and Davidson County Transportation. The call center handles general transit inquiries, including mobility-related services.

Mr. Venable reported that the total annual cost of operating the call center is \$241,670.20. Funding includes \$130,000 in Federal Transit Administration (FTA) funds, with the remaining costs shared among the participating agencies based on each entity's 24-month call center volume. High Point's share is \$37,670.20, and Davidson County's share is \$33,000. Funds are available in the FY 2026-2027 budget. In response to a question from the Committee, Mr. Venable clarified that the call center is not limited to assisting individuals with mobility needs but serves as a general transit information and customer service center for all callers.

A motion was made by Chair Moore, seconded by Council Member Holmes, to approve agenda item 2026-195.

The motion passed with the following vote:

Aye: Council Member Britt Moore, Council Member Michael Holmes, Council Member Tim Andrew, and Mayor Pro Tem Monica Peters

Nay: None

Absent: None

2026-196 **Consideration of a Contract with 5S Technologies, LLC dba Ark Technology Consultants - Cisco**

City Council is requested to consider a contract with 5S Technologies, LLC dba Ark Technology Consultants in the amount of \$107,342.46 for the annual renewal of Cisco Duo Multi-Factor Authentication services and authorize the appropriate City Official (s) to execute all necessary documents.

Virginia Baskins, Assistant Information Technology Director, presented a request to renew the City's Cisco Duo Multi-Factor Authentication services. She explained that Cisco Duo helps protect City resources from cybersecurity threats by verifying users' identities through methods such as a phone call, PIN, or push notification to a mobile application before granting access.

Ms. Baskins reported that the renewal cost of \$107,342.46 remains unchanged from the previous fiscal year.

A motion was made by Chair Moore, seconded by Council Member Peters, to approve agenda item 2026-196.

The motion passed with the following vote:

Aye: Council Member Britt Moore, Council Member Michael Holmes, Council Member Tim Andrew, and Mayor Pro Tem Monica Peters

Nay: None

Absent: None

2026-197 **Consideration of a Contract with SHI International Corporation**

City Council is requested to consider a contract with SHI International Corporation in the amount of \$396,607.96 for the renewal of subscription-based services provided by Mimecast and authorize the appropriate City Official (s) to execute all necessary documents.

Virginia Baskins, Assistant Information Technology Director, presented a request to renew the City's subscription-based Mimecast email security services. She explained that Mimecast protects the City's email system by detecting and blocking phishing attempts, malicious links, and other email-based security threats.

Ms. Baskins reported that the renewal is structured as a three-year agreement to lock in favorable pricing. The first-year cost is \$132,212.28, with the second and third years each costing \$132,197.84, for a total contract amount of \$396,607.96. Funding for the

first year is available in the FY 2026-2027 budget.

A motion was made by None, seconded by None, to approve agenda item 2026-197.

The motion passed with the following vote:

Aye: Council Member Britt Moore, Council Member Michael Holmes, Council Member Tim Andrew, and Mayor Pro Tem Monica Peters

Nay: None

Absent: None

2026-211 **Consideration of a Contract with 5S Technologies, LLC dba Ark Technology Consultants— Citrix Workspaces**
City Council is requested to consider a contract with 5S Technologies, LLC dba Ark Technology Consultants in the amount of \$93,545.15 for the renewal of Citrix Workspaces services and authorize the appropriate City Official (s) to execute all necessary documents.

Adam Ward, Information Technology Director, presented a request to approve a sole source contract with Arc Technology Consultants for the City's Citrix Workspace environment. He explained that the platform provides secure and reliable access to City systems and applications for employees working in City facilities, remotely, or in the field. The service supports operational continuity, ensures access to critical applications during disruptions, and enables employees to remain responsive and productive across multiple work environments, resulting in more consistent services for residents. Mr. Ward reported that the total renewal cost is \$93,545.15, with funding available in the FY 2026-2027 budget.

During the Committee discussion, a member asked whether the City has permanent remote employees. Mr. Ward responded that the City does not necessarily have permanently remote employees but does have a hybrid work policy. Chair Moore remarked that technology continues to evolve and requires ongoing investment.

A motion was made by Chair Moore, seconded by Council Member Andrew, to approve agenda item 2026-211.

The motion passed with the following vote:

Aye: Council Member Britt Moore, Council Member Michael Holmes, Council Member Tim Andrew, and Mayor Pro Tem Monica Peters

Nay: None

Absent: None

2026-205 **Consideration of Write-off Delinquent Utilities and Miscellaneous Accounts Receivables**

City Council is requested to consider a write-off in the amount of \$494,502 for delinquent utilities and miscellaneous accounts receivables through fiscal year 2021-2022 and authorize the appropriate City Official (s) to execute all necessary documents.

Bobby Fitzjohn, Financial Services Director, presented the annual request to authorize the write-off of delinquent utility and miscellaneous accounts receivable. He explained that the City annually removes accounts that have remained delinquent for more than three years from its financial records to maintain accurate accounting. He emphasized that the write-off does not forgive the debt, as the Customer Service Department continues collection efforts, including participation in the North Carolina Debt Setoff Program.

Mr. Fitzjohn noted that the amount recommended for write-off is lower than the previous year. He attributed the temporary decline in delinquent accounts to utility assistance funded through the American Rescue Plan Act in 2022, which helped many customers avoid delinquency. He added that delinquency levels have since returned to more typical amounts.

In response to a Committee question, Mr. Fitzjohn reported that the City's collection rate remains very strong at approximately 99.57%, resulting in a delinquency rate of about 0.43%.

A motion was made by Chair Moore, seconded by Council Member Holmes, to approve agenda item 2026-205.

The motion passed with the following vote:

Aye: Council Member Britt Moore, Council Member Michael Holmes, Council Member Tim Andrew, and Mayor Pro Tem Monica Peters

Nay: None

Absent: None

2026-206 **Consideration of a Budget Ordinance Amendment for Series 2026A and Series 2026B General Obligation Bonds**

City Council is requested to consider a Budget Ordinance Amendment in the amount of \$1,279,055, appropriating additional bond proceeds and authorize the appropriate City Official(s) to execute all necessary documents.

Bobby Fitzjohn, Financial Services Director, presented a budget ordinance to appropriate the premium generated from the sale of the City's 2026A, 2026B, and 2026C General Obligation Bonds. He explained that the bond sale produced additional premium funds, which will be used to cover project costs as well as expenses

associated with issuing the bonds.

During the Committee discussion, a member asked about current conditions in the bond market. Mr. Fitzjohn responded that the City secured a favorable interest rate for the 20-year borrowing and noted that the market appears relatively stable. He added that the interest rate obtained for the recent general obligation bonds was approximately one percentage point lower than the rate on the City's 2025 revenue bond issuance, reflecting improved market conditions.

A motion was made by Chair Moore, seconded by Council Member Andrew, to approve agenda items 2026-206.

The motion passed with the following vote:

Aye: Council Member Britt Moore, Council Member Michael Holmes, Council Member Tim Andrew, and Mayor Pro Tem Monica Peters

Nay: None

Absent: None

2026-207

**Consideration of a Budget Ordinance Amendment-
Occupancy Tax & Showroom License Revenue**

City Council is requested to consider a Budget Ordinance Amendment to appropriate additional occupancy tax and showroom license revenues and authorize the appropriate City Official (s) to execute all necessary documents.

Bobby Fitzjohn, Financial Services Director, presented a budget ordinance to appropriate additional occupancy tax and showroom license revenues to cover the final FY 2025-2026 payments to Visit High Point and the High Point Market Authority. He explained that these revenues are pass-through funds distributed to the organizations and that, although approximately \$6 million has already been collected and disbursed during the fiscal year, an additional \$110,000 is needed to complete the remaining June payments.

A motion was made by Chair Moore, seconded by Council Member Peters, to approve agenda item 2026-207.

The motion passed with the following vote:

Aye: Council Member Britt Moore, Council Member Michael Holmes, Council Member Tim Andrew, and Mayor Pro Tem Monica Peters

Nay: None

Absent: None

2026-208 **Consideration of a Sole Source Purchase Agreement with Peregrine Technologies, Inc.**

City Council is requested to consider a sole source purchase agreement with Peregrine Technologies, Inc. in the amount of \$79,000 for data services and authorize the appropriate City Official(s) to execute all necessary documents.

Brian Evans, Fire Chief, presented a request to approve a sole-source purchase agreement with Peregrine Technologies, Inc. for a data integration and analytics platform for the High Point Fire Department. He explained that the platform will consolidate information from the Department's records management system (RMS), Workday, and computer-aided dispatch (CAD) system into a single analytics platform to support data-driven decision-making, operational efficiency, collaboration, and community risk reduction. The system also aligns with the Department's commitment to continuous improvement.

During the Committee discussion, a member asked whether the platform would primarily assist with deployment decisions. Chief Evans explained that, in addition to helping determine where crews should be assigned, the platform will support staffing prediction models, integrate dispatch data, provide cost analysis, and improve long-term planning to ensure the Department uses taxpayer resources as efficiently as possible.

The proposed sole-source agreement with Peregrine Technologies, Inc. is in the amount of \$79,000, with funding available in the FY 2025-2026 budget.

A motion was made by Chair Moore, seconded by Council Member Andrew, to approve agenda item 2026-208.

The motion passed with the following vote:

Aye: Council Member Britt Moore, Council Member Michael Holmes, Council Member Tim Andrew, and Mayor Pro Tem Monica Peters

Nay: None

Absent: None

2026-210 **Consideration of a Second Amendment to the Agreement of Purchase and Sale with the David and Helen Congdon Family Foundation**

City Council is requested to consider a Second Amendment to the Agreement of purchase and sale with the David and Helen Congdon Family Foundation and authorize the appropriate City Official(s) to execute all necessary documents.

Greg Ferguson, Deputy City Manager, presented a request to approve a Second Amendment to the Agreement of Purchase and Sale with the David and Helen

Congdon Family Foundation for approximately four acres adjacent to Truist Point Stadium. He explained that the amendment would extend the current inspection period, which is scheduled to expire on July 16, 2026, through December 31, 2026. The extension will provide additional time for the City and the Foundation to continue working on the scope and terms of the proposed agreement.

A motion was made by Chair Moore, seconded by Council Member Peters, to approve agenda item 2026-210.

The motion passed with the following vote:

Aye: Council Member Britt Moore, Council Member Michael Holmes, Council Member Tim Andrew, and Mayor Pro Tem Monica Peters

Nay: None

Absent: None

2026-209 **Consideration of Acquisition of Real Property- 604 Vail Avenue**

City Council is requested to consider the acquisition of real property at 604 Vail Avenue, High Point, NC in the amount of \$55,000 for the development of low-to-moderate-income housing and authorize the appropriate City Official(s) to execute all necessary documents.

Nina Wilson, Community Development and Housing Director, presented a request to acquire the property located at 604 Vale Avenue for \$55,000 to support the continued revitalization of the Southside neighborhood and the Southwest Corridor of the Core City. She explained that the approximately 0.18-acre parcel is strategically located between Cassell and Amos Streets, surrounded by newly constructed homes and adjacent to City-owned property, making it an important site for future redevelopment.

Ms. Wilson stated that the existing house is dilapidated and in substandard condition and would be demolished following acquisition. The property would then be maintained for future development of housing for low- to moderate-income residents. Although the property's tax value is \$61,100, she explained that the City obtained an appraisal less than one year ago valuing the property at \$55,000. After the recent tax revaluation, the appraiser advised that he did not expect the market value to have changed significantly and did not recommend obtaining a new appraisal.

During Committee discussion, a member asked whether the property would ultimately be conveyed to a Community Housing Development Organization (CHODO) for affordable housing. Ms. Wilson responded that this is one option under consideration. She noted that the City also owns the adjacent property at 600 Vale Avenue, which is approximately two acres, and staff is evaluating whether the parcel will be incorporated into a larger development or developed with individual affordable housing units.

A motion was made by Chair Moore, seconded by Council Member Andrew, to approve agenda item 2026-209.

The motion passed with the following vote:

Aye: Council Member Britt Moore, Council Member Michael Holmes, Council Member Tim Andrew, and Mayor Pro Tem Monica Peters

Nay: None

Absent: None

ADJOURNMENT

There being no further business to come before the Finance Committee, the meeting adjourned at 4:28 p.m.

Respectfully Submitted,

Britt Moore, Chairman

Attest:

Sandra Keeney, City Clerk

**HIGH POINT CITY COUNCIL
SPECIAL MEETING
Monday, June 15, 2026 - 4:00 PM
Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260**

CALL TO ORDER

Mayor Pro Tem Peters called the Special Meeting of the High Point City Council to order at 4:00 p.m. and stated all members were present except Mayor Jefferson and Council Member Johnson.

Present: Mayor Jefferson, (arrived at 4:43 p.m.) Mayor Pro Tempore Monica Peters, Britt Moore, At Large, Council Member Chris Williams, At Large, Council Member Vickie McKiver, Ward 1, Council Member Patrick Harman, Ward 4, Council Member Tim Andrew, Ward 5, and Council Member Michael Holmes, Ward 6.

Absent: Council Member Tyrone Johnson, Ward 2

ADOPTION OF AGENDA

A motion was made by Council Member Holmes, seconded by Council Member Andrew, to adopt the agenda as presented.

The motion passed with the following vote:

Aye: Mayor Pro Tempore Moore, Council Member Williams, Council Member McKiver, Council Member Peters, Council Member Harman, Council Member Andrew, and Council Member Holmes

Nay: None

Absent: Mayor Jefferson and Council Member Johnson

PRESENTATION OF ITEMS

2026-217 **Closed Session**

Council is requested to go into Closed Session pursuant to N.C.G.S. §143-318.11(a)(4) for Economic Development and N.C.G.S. §143-318.11(a)(3) for Attorney-Client privilege.

A motion was made by Mayor Pro Tem Peters, seconded by Council Member Moore, to go into Closed Session.

The motion passed with the following vote:

Aye: Mayor Pro Tempore Moore, Council Member Williams, Council Member McKiver, Council Member Peters, Council Member Harman, Council Member Andrew, and Council Member Holmes

Nay: None

Absent: Mayor Jefferson and Council Member Johnson

Closed Session began at 4:04 p.m.

A motion was made by Mayor Pro Tem, seconded by Council Member Holmes, to end Closed Session and resume Regular Session.

The motion passed with the following vote:

Aye: Mayor Jefferson, Mayor Pro Tempore Moore, Council Member Williams, Council Member McKiver, Council Member Peters, Council Member Harman, Council Member Andrew, and Council Member Holmes

Nay: None

Absent: Council Member Johnson

Closed Session ended at 5:15 p.m.

ADJOURNMENT

There being no further business to come before the Special Meeting of the High Point City Council, the meeting adjourned at 5:18 p.m.

Respectfully Submitted,

Cyril Jefferson, Mayor

Attest:

Sandra Keeney, City Clerk

HIGH POINT CITY COUNCIL MEETING
Monday, June 15, 2026 - 5:30 PM
Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

ROLL CALL, MOMENT OF SILENCE, AND PLEDGE OF ALLEGIANCE

Mayor Jefferson called the Meeting of the High Point City Council to order at 5:30 p.m. and stated the following members were present. He called for a moment of silence and the Pledge of Allegiance followed.

Present: Mayor Cyril Jefferson, Mayor Pro Tempore Monica Peters, Ward 3, Council Member Britt Moore, At Large, Council Member Chris Williams, At Large, Council Member Vickie McKiver, Ward 1, Council Member Patrick Harman, Ward 4, Council Member Tim Andrew, Ward 5, Council Member Michael Holmes, Ward 6

Absent: Council Member Tyrone Johnson, Ward 2

ADOPTION OF AGENDA

Mayor Jefferson noted there were three additional items for the agenda: two proclamations recognizing Juneteenth and America 250/Independence Day, and an item regarding compensation adjustments and an employee agreement amendment for Council-appointed personnel.

Mayor Jefferson stated that the City of High Point normally adopts its annual budget during a June meeting; however, due to pending legislation in Raleigh, budget adoption will occur at a special called meeting prior to the June 30 deadline.

Mayor Jefferson explained that the pending legislation changes the method by which local government property valuations are determined for setting tax rates. The legislation was approved by the General Assembly last week and has been presented to the Governor. A 10-day review period is currently underway, and the Governor has not yet signed the bill. Because the City does not yet know the final property valuations, it cannot establish a tax rate or adopt a budget. The review period is scheduled to end on June 20. If the Governor vetoes the legislation, an additional process will be required. The date, time, and location of the special meeting will be determined and announced as soon as possible.

A motion was made by Council Member Holmes, seconded by Council Member Moore, to adopt the agenda as amended.

The motion with the following vote:

Aye: Mayor Jefferson, Mayor Pro Tempore Peters, Council Member Moore, Council Member Williams, Council Member McKiver, Council Member Harman, Council Member Andrew, Council Member Holmes

Nay: None

Absent: Council Member Johnson

RECOGNITIONS AND PRESENTATIONS

2026-213 **Recognition of Detective Paul Mustain**

Mayor Jefferson will recognize Detective Paul Mustain.

Mayor Jefferson recognized Detective Paul Mustain for his receipt of the Sergeant Dale Nix Award and congratulated him on this achievement.

2026-215 **Proclamation - National Homeownership Month**

Mayor Jefferson will read a Proclamation declaring June 2026 as National Homeownership Month.

Mayor Jefferson presented the proclamation to Susan Wood, with Habitat for Humanity. Ms. Wood thanked the City for its support and stated that Habitat for Humanity is helping transform the community through new construction and neighborhood revitalization efforts. She invited Council and the public to visit the construction sites and revitalized neighborhoods.

2026-216 **Proclamation - National Pollinator Week**

Mayor Jefferson will read a Proclamation declaring June 22-28 2026 as National Pollinator Week.

Mayor Jefferson presented the Proclamation to Rebecca Coplin, with Keep High Point Beautiful and the President and members of Bee City.

2026-220 **Added Agenda Item - Proclamation Juneteenth**

Mayor Jefferson will read a Proclamation declaring June 19, 2026, as Juneteenth.

Mayor Jefferson invited Pastor Brad Lilly and members of the community to accept the Juneteenth Proclamation.

2026-221 **Added Agenda Item — Proclamation America 250 and Independence Day**

Mayor Jefferson will read a Proclamation declaring July 4, 2026, America 250 and Independence Day.

Mayor Jefferson read the America 250 and Independence Day Proclamation.

CONSENT AGENDA ITEMS

A motion was made by Council Member Andrew, seconded by Council Member Williams, to approve the consent agenda.

The motion with the following vote:

Aye: Mayor Jefferson, Council Member Moore, Council Member Williams, Council Member McKiver, Council Member Peters, Council Member Harman, Council Member

Andrew, Council Member Holmes

Absent: Council Member Johnson

C-1) 2026-178 Consideration of a Contract with PDC, Inc. - Stormwater Maintenance

City Council is requested to consider a contract with PDC, Inc. in the amount of \$376,980, for Stormwater Maintenance and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)

Approved by the Consent Vote.

C-2) 2026-200 Consideration of a Second Amendment to the Agreement for Professional Services with Alta Planning + Design, Inc. for W. Green Drive – Green Stormwater Infrastructure Project

City Council is requested to consider a Second Amendment to Agreement for Professional Services with Alta Planning + Design, Inc. in the amount of \$97,164 for professional engineering project management services related to the W. Green Drive – Green Stormwater Infrastructure Project and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)

Approved by the Consent Vote.

C-3) 2026-199 Consideration of a Contract with PDC, Inc. - Water and Sewer Maintenance

City Council is requested to consider a contract with PDC, Inc. in the amount of \$1,688,810 for water and sewer maintenance and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)

Approved by the Consent Vote.

C-4) 2026-192 Consideration of a Purchase from Capital Chevrolet, Inc.

City Council is requested to consider a purchase with Capital Chevrolet, Inc. in the amount of \$226,494 for five 2026 Chevrolet trucks, declare the current trucks as surplus, dispose current trucks through the online auction process, and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)

Approved by the Consent Vote.

C-5) 2026-193 Consideration of a Purchase from Piedmont Truck Center, Inc. — Rear Loader

City Council is requested to consider a purchase with Piedmont Truck Center, Inc. in the amount of \$312,841.20 for two 2026 Ford F-550 with Pac Mac RL-8 eight-yard body, 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. (Recommended by the Finance Committee)

Approved by the Consent Vote.

C-6) 2026-194 Consideration of a Purchase from Piedmont Truck Center, Inc. - Side Loader

City Council is requested to consider a purchase with Piedmont Truck Center, Inc. in the amount of \$798,790 for two Dennis Eagle Trucks with New Way side loading refuse bodies, declare the current trucks as surplus, dispose of the current trucks through the online auction process, and authorize the appropriate City Official (s) to execute all necessary documents. (Recommended by the Finance Committee)

Approved by the Consent Vote.

C-7) 2026-198 Consideration of a Purchase from Clinton Automotive, LLC dba Deacon Jones Ford of Clinton

City Council is requested to consider a purchase with Clinton Automotive, LLC dba Deacon Jones Ford of Clinton in the amount of \$141,610.22 for three 2026 Ford F-150 Responders, declare the current trucks as surplus, dispose of the current trucks through the online auction process, and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)

Approved by the Consent Vote.

C-8) 2026-195 Consideration of an Interlocal Agreement with Piedmont Authority for Regional Transportation (PART)

City Council is requested to consider an Interlocal Agreement between the City of High Point and PART for the shared cost to operate the Piedmont Triad Regional Mobility Management Call Center and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)

Approved by the Consent Vote.

C-9) 2026-196 Consideration of a Contract with 5S Technologies, LLC dba Ark Technology Consultants - Cisco

City Council is requested to consider a contract with 5S Technologies, LLC dba Ark Technology Consultants in the amount of \$107,342.46 for the annual renewal of Cisco Duo Multi-Factor Authentication services and authorize the appropriate City Official (s) to execute all necessary documents. (Recommended by the Finance Committee)

Approved by the Consent Vote.**C-10) 2026-197 Consideration of a Contract with SHI International Corporation**

City Council is requested to consider a contract with SHI International Corporation in the amount of \$396,607.96 for the renewal of subscription-based services provided by Mimecast and authorize the appropriate City Official (s) to execute all necessary documents. (Recommended by the Finance Committee)

Approved by the Consent Vote.**C-11) 2026-211 Consideration of a Contract with 5S Technologies, LLC dba Ark Technology Consultants— Citrix Workspaces**

City Council is requested to consider a contract with 5S Technologies, LLC dba Ark Technology Consultants in the amount of \$93,545.15 for the renewal of Citrix Workspaces services and authorize the appropriate City Official (s) to execute all necessary documents. (Recommended by the Finance Committee)

Approved by the Consent Vote.**C-12) 2026-205 Consideration of Write-off Delinquent Utilities and Miscellaneous Accounts Receivables**

City Council is requested to consider a write-off in the amount of \$494,502 for delinquent utilities and miscellaneous accounts receivables through fiscal year 2021-2022 and authorize the appropriate City Official (s) to execute all necessary documents. (Recommended by the Finance Committee)

Approved by the Consent Vote.**C-13) 2026-206 Consideration of a Budget Ordinance Amendment for Series 2026A and Series 2026B General Obligation Bonds**

City Council is requested to consider a Budget Ordinance Amendment in the amount of \$1,279,055, appropriating additional bond proceeds and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)

Approved by the Consent Vote.**C-14) 2026-207 Consideration of a Budget Ordinance Amendment-Occupancy Tax & Showroom License Revenue**

City Council is requested to consider a Budget Ordinance Amendment to appropriate additional occupancy tax and showroom license revenues and authorize the appropriate City Official (s) to execute all necessary documents. (Recommended by the Finance Committee)

Approved by the Consent Vote.

- C-15)** 2026-208 **Consideration of a Sole Source Purchase Agreement with Peregrine Technologies, Inc.**
City Council is requested to consider a sole source purchase agreement with Peregrine Technologies, Inc. in the amount of \$79,000 for data services and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)

Approved by the Consent Vote.

- C-16)** 2026-210 **Consideration of a Second Amendment to the Agreement of Purchase and Sale with the David and Helen Congdon Family Foundation**
City Council is requested to consider a Second Amendment to the Agreement of purchase and sale with the David and Helen Congdon Family Foundation and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)

Approved by the Consent Vote.

- C-17)** 2026-209 **Consideration of Acquisition of Real Property- 604 Vail Avenue**
City Council is requested to consider the acquisition of real property at 604 Vail Avenue, High Point, NC in the amount of \$55,000 for the development of low-to-moderate-income housing and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by the Finance Committee)

Approved by the Consent Vote.

- C-18)** 2026-181 **Consideration of a Resolution Approving Conveyance of Real Property to D-UP, INC.**
City Council is requested to consider a Resolution Approving Conveyance of Real Property to a Nonprofit Corporation, conveying 722 Washington Street to D-UP, INC., and to authorize the appropriate City official to execute all necessary documents. (Recommended by the Community Development Committee)

Approved by the Consent Vote.

- C-19)** 2026-218 **Consideration of Approval of Minutes**
City Council is requested to approve the following minutes:
Regular Meeting Minutes - May 18, 2026 @ 4:00 p.m.
Finance Committee Minutes - May 28, 2026 @ 4:00 p.m.
Regular Meeting Minutes - June 1 2026 @ 5:30 p.m.

Prosperity, Livability, & Safety Minutes - June 4, 2026 @ 9:00 a.m.

Approved by the Consent Vote.

GENERAL BUSINESS AGENDA

G-1) 2026-214 Consideration of an Appointment to the Planning & Zoning Commission

City Council is requested to confirm the appointment of Cody Locklear to the Planning & Zoning Commission. The appointment will be effective immediately and expire on June 30, 2028.

A motion was made by Council Member Harman, seconded by Council Member Andrew, to Approve Agenda Item # 2026-214.

The motion with the following vote:

Aye: Mayor Jefferson, Council Member Moore, Council Member Williams, Council Member McKiver, Council Member Peters, Council Member Harman, Council Member Andrew, Council Member Holmes

Absent: Council Member Johnson

G-2) 2026-212 Consideration of Reappointments to the Parks & Recreation Commission

City Council is requested to confirm the reappointments of Cameron Marsden, Ansar Mahmood, and Darryl Williams to the Parks & Recreation Commission with terms effective July 1, 2026, and expiring on July 1, 2029.

A motion was made by Council Member Williams, seconded by Mayor Pro Tempore Peters, to Approve Agenda Item # 2026-212.

The motion with the following vote:

Aye: Mayor Jefferson, Council Member Moore, Council Member Williams, Council Member McKiver, Council Member Peters, Council Member Harman, Council Member Andrew, Council Member Holmes

Nay: None

Absent: Council Member Johnson

G-3) 2026-219 Added Agenda Item — Compensation Adjustments and an Employment Agreement Amendment for Council-Appointed Personnel

City Council is requested to confirm the following:

- City Attorney — 4% market adjustment and 2% merit increase
- City Clerk — 4% market adjustment and a 2% merit increase
- City Manager — 6% market adjustment and 2% merit increase and approve a modification to the City Manager's employment agreement to remove the provision linking the additional retirement contribution to participation in the City's health insurance plan.

All to be effective July 1, 2026

Mayor Jefferson reviewed the proposed compensation adjustments for Council-appointed personnel. He advised a 4 percent market adjustment and 2 percent merit increase for the City Attorney, a 4 percent market adjustment and 2 percent merit increase for the City Clerk, and a 6 percent market adjustment and 2 percent merit increase for the City Manager. He also noted a modification to the City Manager's employment agreement removing the provision that linked the additional retirement contribution to participation in the City of High Point's health insurance plan. The compensation adjustments and employment agreement modification will become effective July 1, 2026.

A motion was made by Mayor Jefferson, seconded by Council Member Holmes, to approve the added agenda item – Compensation Adjustments and an Employment Agreement Amendment for Council – Appointed Personnel.

The motion with the following vote:

Aye: Mayor Jefferson, Council Member Moore, Council Member Williams, Council Member McKiver, Mayor Pro Tempore Peters, Council Member Harman, Council Member Andrew, Council Member Holmes

Absent: Council Member Johnson

ADJOURNMENT

Council Member Andrew recognized the Fire Department and expressed continued support for firefighter positions funded through the SAFER Grant Program.

Mayor Jefferson commented on recent accomplishments and developments, including the championship victory of the Carolina Hurricanes and the success of the New York Knicks. He also highlighted the recent announcement by JetZero regarding its planned investment in the region, noting the anticipated creation of more than 1,400 jobs and the significance of the project to the State's economy. He acknowledged the Governor's attendance at the announcement event.

Mayor Jefferson further noted that a groundbreaking ceremony for the redevelopment of Showplace West, also known as Elwood on Main, was scheduled for the following day. He stated that the adaptive reuse project would bring residential apartments to downtown High Point and recognized the efforts of Downtown High Point in advancing redevelopment initiatives along Washington Street. He also noted that a related item had been approved through the Consent Agenda.

Council Member Williams shared concerns regarding property fraud affecting homeowners nearing the completion of their mortgage payments and encouraged residents to enroll in fraud alert notifications available through the Guilford County Register of Deeds.

Council Member Moore commented on the significance of the JetZero announcement, noting that dignitaries from across the country attended the event and emphasized the importance of domestic manufacturing and supply chain development.

Mayor Pro Tempore Peters recognized the redevelopment of Elwood on Main and commended Rebecca McGee and Downtown High Point for their efforts in securing recognition for the building as North Carolina's first designated 1970s historic structure.

There being no further business to come before the City Council, the meeting adjourned at 5:59 p.m.

Respectfully Submitted,

Cyril Jefferson, Mayor

Attest:

MarTeka Davis, Deputy City Clerk

HIGH POINT CITY COUNCIL SPECIAL MEETING
Wednesday, June 24, 2026 - 9:00 AM
Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260

CALL TO ORDER

Mayor Cyril Jefferson called the Special Meeting of the High Point City Council to order at 9:05 a.m. He announced that although the meeting had originally been noticed to be held in the 3rd floor conference room (Fishbowl), it had been relocated to the Council Chambers to better accommodate members of the public. The Mayor further noted that Council Members Johnson and Harman were not present at the call to order. He stated that Council Member Johnson would be listening virtually due to being out of town and that Council Member Harman was expected to arrive later.

Present: Mayor Cyril Jefferson, Mayor Pro Tempore Britt Moore, At Large, Council Member Chris Williams, At Large, Council Member Vickie McKiver, Ward 1, Council Member Tyrone Johnson, Ward 2 (participated virtually), Council Member Monica Peters, Ward 3, Council Member Patrick Harman, Ward 4 (arrived at 9:13 a.m.), Council Member Tim Andrew, Ward 5, and Council Member Michael Holmes, Ward 6.

ADOPTION OF AGENDA

A motion was made by Council Member Holmes, seconded by Council Member Andrew, to adopt the agenda as presented.

The motion passed with the following vote:

Aye: Mayor Jefferson, Mayor Pro Tempore Peters, Council Member Moore, Council Member Williams, Council Member McKiver, Council Member Andrew, and Council Member Holmes

Nay: None

Absent: Council Member Harman

Council Member Johnson did not vote due to participating virtually

PRESENTATION OF ITEMS

- 2026-224 **Consideration of the FY 2026-2027 Annual Budget Ordinance for Forward High Point, Inc. dba Downtown High Point ("Downtown High Point")**
City Council is requested to consider the adoption of the City of High Point's FY 2026-2027 Annual Budget Ordinance for Forward High Point, Inc. dba Downtown High Point ("Downtown High Point") and authorize the appropriate City Official(s) to execute all necessary documents.

The Mayor announced that Item 2026-224 would be considered before the remaining agenda items to accommodate the anticipated arrival of Council Member Harman.

Mayor Jefferson noted that Council Member Harman serves on the Board of Downtown High Point and stated that because Council Member Harman had not yet been recognized as present, no recusal was necessary.

Mayor Jefferson made a motion, seconded by Mayor Pro Tem Peters, to approve the FY 2026-2027 Annual Budget Ordinance for Forward High Point, Inc. dba Downtown High Point.

The motion passed with the following vote:

Aye: Mayor Jefferson, Mayor Pro Tempore Peters, Council Member Moore, Council Member Williams, Council Member McKiver, Council Member Andrew, and Council Member Holmes

Nay: None

Absent: Council Member Harman

Council Member Johnson did not vote due to participating virtually

2026-225 **Consideration of the FY 2026-2027 Budget and Annual Budget Ordinance for High Point International Home Furnishings Market Authority Corporation dba High Point Market Authority ("Market Authority")**

City Council is requested to consider adoption of the FY 2026-2027 Budget and Annual Budget Ordinance for High Point International Home Furnishings Market Authority Corporation dba High Point Market Authority ("Market Authority") and authorize the appropriate City Official(s) to execute all necessary documents.

Mayor Jefferson asked whether any recusals were necessary. None were declared.

Mayor Jefferson made a motion, seconded by Council Member Holmes, to approve the FY 2026-2027 Budget and Annual Budget Ordinance for High Point Market Authority.

The motion passed with the following vote:

Aye: Mayor Jefferson, Mayor Pro Tempore Peters, Council Member Moore, Council Member Williams, Council Member McKiver, Council Member Andrew, and Council Member Holmes

Nay: None

Absent: Council Member Harman

Council Member Johnson did not vote due to participating virtually

2026-226 **Consideration of the FY 2026-2027 Budget and Annual Budget Ordinance for High Point Convention and Visitors Bureau, Inc. dba Visit High Point ("Visit High Point")**

City Council is requested to consider adoption of the FY 2026-2027 Budget and Annual Budget Ordinance for High Point Convention and Visitors Bureau, Inc. dba Visit High Point ("Visit

High Point") and authorize the appropriate City Official(s) to execute all necessary documents.

Mayor Jefferson asked whether there were any recusals needed for this item. Mayor Pro Tem Peters offered her recusal from consideration of the item.

Mayor Jefferson made a motion, seconded by Council Member Andrew, to accept Mayor Pro Tem Peters' recusal from consideration of the FY 2026-2027 Budget and Annual Budget Ordinance for High Point Convention and Visitors Bureau, Inc. dba Visit High Point ("Visit High Point").

The motion passed with the following vote:

Aye: Mayor Jefferson, Mayor Pro Tempore Peters, Council Member Moore, Council Member Williams, Council Member McKiver, Council Member Andrew, and Council Member Holmes

Nay: None

Absent: Council Member Harman

Council Member Johnson did not vote due to participating virtually.

Mayor Jefferson then made a motion, seconded by Council Member Holmes, to approve the FY 2026-2027 Budget and Annual Budget Ordinance for High Point Convention and Visitors Bureau, Inc. dba Visit High Point ("Visit High Point") and authorize the appropriate City Officials to execute all necessary documents.

The motion passed with the following vote:

Aye: Mayor Jefferson, Council Member Moore, Council Member Williams, Council Member McKiver, Council Member Andrew, and Council Member Holmes

Nay: None

Absent: Council Member Harman

Recused: Mayor Pro Tempore Peters

Council Member Johnson did not vote due to participating virtually.

Mayor Jefferson noted that Mayor Pro Tem Peters' recusal applied only to the Visit High Point agenda item.

2026-223 **Consideration of the City of High Point's FY 2026-2027 Annual Budget Ordinance**

City Council is requested to consider the adoption of the City of High Point's FY 2026-2027 Annual Budget Ordinance for the City of High Point, including proposed changes to the fee schedule, and authorize the appropriate City Official(s) to execute all necessary documents.

Mayor Jefferson explained that the City normally adopts its annual budget during a regular City Council meeting in June; however, due to the uncertainty surrounding North Carolina Senate Bill 889 and the property tax reappraisal moratorium enacted by

the General Assembly, the Council delayed budget adoption until the legislation was acted upon by the Governor. He stated that with the Governor's signature, the legislation was now law, allowing the Council to proceed with consideration of the FY 2026-2027 Budget. Mayor Jefferson invited Budget and Performance Director Stephen Hawryluk to provide an overview of the proposed budget and the impacts of the legislation on the City and other municipalities throughout the State.

Mr. Hawryluk reviewed the effects of Senate Bill 889, explaining that the legislation eliminated the scheduled property reappraisals in Guilford and Davidson Counties, reducing the City's taxable valuation from approximately \$19.5 billion to approximately \$14.5 billion. As a result, the value of one cent on the property tax rate decreased from approximately \$1.9 million to approximately \$1.4 million. He explained that the budget originally proposed in May included a property tax rate of \$0.56; however, without the reappraisals, maintaining the proposed budget would require a property tax rate of \$0.7349 per \$100 of assessed valuation.

Mayor Jefferson asked staff to remind Council of the City's current property tax rate. Mr. Hawryluk responded that the current rate is \$0.6475 per \$100 of assessed valuation.

Mr. Hawryluk also reviewed actions being considered by other local governments impacted by Senate Bill 889. He reported that the City of Greensboro had adopted a property tax rate of \$0.7985 following approval of the legislation, while Guilford County had not yet adopted its budget and was expected to consider several options. He further advised that Davidson County was expected to maintain its current tax rate, while the City of Lexington had not yet taken action. Mr. Hawryluk also noted that Onslow County and the City of Jacksonville had scheduled special meetings to consider their budgets and that Buncombe County and the City of Asheville had previously adopted their budgets prior to enactment of the legislation. He explained that companion legislation had been introduced that could exempt Buncombe County from the moratorium due to delays associated with Hurricane Helene.

Council Member Harman arrived.

Mayor Jefferson noted that Buncombe County's proposed exemption was related to the impacts of Hurricane Helene and acknowledged that many affected local governments would be taking budget action before the June 30 statutory deadline.

Mr. Hawryluk concluded his presentation by reviewing the proposed FY 2026-2027 budget updates. He explained that the elimination of the county reappraisals created an estimated General Fund revenue gap of approximately \$12.5 million. He reviewed the primary decision points included in the proposed budget and explained that those items resulted in a proposed property tax increase of 8.74 cents above the current tax rate.

Mayor Jefferson thanked Mr. Hawryluk for the presentation and opened the floor for questions from the Council. He also welcomed Council Member Harman, noting his arrival during the budget presentation and thanking him for adjusting his travel plans to attend the meeting.

Council Member Harman apologized for arriving late and asked whether the budgeted downtown redevelopment funds were expected to be expended during the upcoming fiscal year given that several projects remain under consideration.

City Manager Tasha Logan Ford responded that while the timing of several major capital projects remains uncertain, staff anticipates bringing one project forward for a public hearing in July. She also noted that the City had recently approved an extension to the purchase and sale agreement related to the proposed residential development adjacent to Truist Point. Although the timing of the projects remains uncertain, she stated that the City expects them to move forward and anticipates issuing debt to support the projects as development progresses.

Council Member Moore asked staff to discuss the potential impact of additional legislation expected to appear on the November ballot, noting that each annual budget establishes the foundation for future budgets and expressing concern about how proposed legislative changes could affect municipalities in the years ahead.

Mr. Hawryluk explained that a proposed constitutional amendment expected to appear on the November ballot would ask voters whether to authorize limits on property tax growth. He noted that while the amendment itself would not immediately change how counties and municipalities levy property taxes, its passage would direct the General Assembly to establish future limitations. Mr. Hawryluk stated that the details of any future legislation remain unknown, including whether limits would be based on tax rates, revenue growth, or another methodology. He advised that staff continues to monitor the issue, but because no implementing legislation has been adopted, any discussion of future impacts would be speculative.

Ms. Logan Ford added that the timing of the General Assembly's 2027 long session could present additional challenges as staff prepares the FY 2027-2028 budget. She explained that the City may once again be developing its budget without complete guidance regarding any future property tax limitations, creating significant uncertainty for long-term financial planning.

Council Member Moore stated that, while budgets always involve some level of uncertainty, the combination of pending legislation, the proposed constitutional amendment, and other state actions could create additional challenges for both the current and future City Councils. He thanked staff for providing the additional context.

Council Member Andrew asked whether, given the uncertainty surrounding future State legislation and potential limitations on property tax growth, the Council should consider implementing a Special Separation Allowance (SSA) for firefighters as part of the FY 2026-2027 budget in order to remain competitive with neighboring municipalities.

Ms. Logan Ford responded that the decision rests with the City Council. She explained that while several municipalities currently provide an SSA for firefighters, others do not. She noted that the proposed budget already includes additional recurring expenditures necessary to maintain current service levels and that the long-term cost of an SSA would increase over time. Ms. Logan Ford reminded Council that staff had previously provided preliminary cost estimates and that, at Council's direction, an actuarial analysis was being initiated to provide more accurate financial projections before final

consideration of the benefit.

Mayor Jefferson asked for an update regarding municipalities that had recently approved firefighter SSAs.

Mr. Hawryluk reported that since Council's previous discussion, the City of Greensboro had approved an SSA for firefighters as part of its adopted budget. He also noted that New Hanover County had approved a similar benefit but explained that its volunteer fire districts have separate taxing authority, making it different from municipal fire departments. Mr. Hawryluk advised that no other jurisdictions had changed their status since Council's last discussion.

Council Member Andrew asked when High Point's actuarial analysis would be completed. Ms. Logan Ford responded that staff had contacted the City's actuarial consultant to obtain both the cost and anticipated timeline for completing the study but had not yet received a schedule.

Council Member Moore asked whether firefighters are required to reside within the City of High Point. Ms. Logan Ford responded that there is no residency requirement.

Council Member Holmes asked whether the FY 2026-2027 budget could be amended later in the fiscal year to include an SSA if the actuarial analysis supported implementation.

Ms. Logan Ford explained that the Council may amend the budget during the fiscal year; however, once the property tax rate is adopted it cannot be increased to fund additional expenditures. She added that any future legislative changes regarding property tax limitations would also need to be considered.

Mayor Jefferson observed that the Council has amended budgets in the past when unforeseen circumstances arose, citing the financial impacts of the COVID-19 pandemic. He stated that while future legislative changes could require difficult financial decisions, he believed the Council would be capable of addressing those challenges if they arise.

Mayor Jefferson then asked staff to review the proposed budget updates and identify which items represented one-time expenditures versus recurring costs.

Mr. Hawryluk explained that the Learning and Development Initiatives are one-time expenditures, while all other items shown are recurring. Ms. Logan Ford added that the recurring items are necessary to maintain current service levels and include implementation of the classification and compensation study, downtown nonprofit funding, fleet replacement, requested personnel, and other previously approved operational commitments. She also noted that departments submitted approximately \$15 million in additional capital requests that were not included in the proposed budget.

Mayor Jefferson observed that several of the proposed budget initiatives were related to public safety and asked whether the classification and compensation study included public safety employees. Ms. Logan Ford confirmed that the study and proposed pay plan adjustments apply to the entire organization, including public safety positions.

Mayor Jefferson requested additional information regarding the proposed pay plan adjustments.

Ms. Logan Ford explained that previous adjustments had primarily addressed starting salaries, which contributed to salary compression between new and existing employees. She stated that the proposed pay plan would provide a 2.5 percent adjustment across the organization to maintain appropriate separation between newer and more experienced employees while implementing the recommendations of the classification and compensation study.

Mayor Jefferson asked whether the classification and compensation recommendations and pay plan adjustments were intended to ensure the City remains competitive in recruiting and retaining employees. Ms. Logan Ford confirmed that was the objective.

Mayor Jefferson also asked for examples of the current service level operations included in the budget.

Ms. Logan Ford explained that these costs primarily consist of previously approved service agreements, software subscriptions, and other recurring operational expenses, including multi-year contracts negotiated to stabilize future costs. She noted that these expenditures must be funded before considering additional service enhancements.

Council Member Holmes asked whether Council had updated information regarding the projected cost of implementing a SSA for firefighters.

Mr. Hawryluk responded that staff had previously provided preliminary estimates and reviewed those figures again for the Council. He explained that the projections were prepared by staff and were not based on an actuarial analysis. Assuming an implementation date of January 1, 2027, staff estimated the cost at approximately \$111,000 in FY 2026-2027, increasing to approximately \$290,000 in FY 2027-2028, \$408,000 in FY 2028-2029, \$487,000 in FY 2029-2030, and approximately \$718,000 in FY 2030-2031 as additional firefighters became eligible for the benefit.

Council Member Moore asked for clarification regarding the number of new fire positions included in the proposed budget.

Ms. Logan Ford confirmed that the budget includes 27 firefighter positions funded through the SAFER Grant, three Fire Training and Safety Officer positions, and an additional Telecommunicator position.

Council Member Moore asked whether staff had received information from comparable municipalities that had recently implemented an SSA.

Mr. Hawryluk responded that Mooresville and Gastonia were the most comparable municipalities to have implemented the benefit prior to Greensboro. He noted that Mooresville's program became effective on January 1, 2026, so sufficient cost data was not yet available. He further advised that Gastonia implemented its SSA program in 2024 and, based on information provided by that municipality, is currently expending approximately \$1 million annually for the benefit.

Council Member Williams asked about Gastonia's population for comparison purposes.

Mr. Hawryluk responded that Gastonia's population is slightly more than 80,000 residents.

Mayor Pro Tem Peters followed up on Council Member Moore's earlier question regarding residency requirements and asked whether other municipalities require firefighters to reside within the municipality they serve.

Ms. Logan Ford responded that residency requirements for firefighters are generally uncommon and that most municipalities do not require firefighters to live within the jurisdiction.

Mayor Jefferson discussed the projected cost of implementing a SSA and noted that, based on the preliminary estimates presented by staff, an increase in the proposed property tax rate could provide funding to support the benefit. He emphasized that Council had not yet provided direction regarding the structure of an SSA program and acknowledged that any estimates were based on assumptions rather than an adopted plan. He asked whether the budget could include additional flexibility while allowing time for Council to determine the final design of the program.

Ms. Logan Ford responded that the Council has the authority to design an SSA program in whatever manner it deems appropriate. She explained that staff had been directed to evaluate a program comparable to the Police Department's SSA and had requested an actuarial analysis based on that model. She cautioned that any funding amount included in the budget before completion of the actuarial study would be an estimate.

Mayor Jefferson observed that, if Council elected not to increase the proposed tax rate, any future implementation of an SSA would require identifying reductions elsewhere in the budget. He noted that Council could instead consider a smaller tax rate increase to provide partial funding until additional information becomes available. He emphasized the importance of setting realistic expectations regarding the City's financial capacity and acknowledged that the actuarial analysis and future legislative actions by the General Assembly would provide additional guidance before final decisions are made.

Mayor Pro Tem Peters asked whether the City of Gastonia incurred approximately \$1 million in SSA costs during the first year of implementation.

Mr. Hawryluk responded that Gastonia implemented its SSA program in 2024 and that the information provided to staff indicated the municipality is currently expending approximately \$1 million annually, and confirmed that the cost did not reach that level during the program's initial year.

Council Member Moore stated that he supports further consideration of a SSA for firefighters but believes additional research is needed before committing to the program as part of the FY 2026-2027 budget. He noted that the issue arose late in the budget process and expressed concern that Council would be relying on estimates and information from other municipalities rather than a completed actuarial analysis specific

to High Point. While acknowledging the importance of addressing the longstanding disparity between police and firefighter separation allowances, he stated that fiscal prudence warranted allowing the study to be completed before making a final decision. He noted that the Council routinely amends the budget throughout the fiscal year and suggested that, once the additional information is available, the Council could consider a budget amendment at a later date.

Mayor Jefferson expressed support for including additional capacity within the FY 2026-2027 budget to allow the Council flexibility to consider implementing a SSA following completion of the actuarial analysis. He stated that, in his opinion, increasing the proposed property tax rate by an additional 0.21 cents would provide funding flexibility without requiring future reductions to existing budgeted programs should the Council later choose to adopt an SSA. He acknowledged the uncertainty surrounding future State legislation affecting property taxes but noted that the Council can only make decisions based on the information currently available. Mayor Jefferson also observed that future Councils retain the authority to amend the budget or modify the program as circumstances change.

Council Member Moore observed that, based on the proposed property tax rate with no additional changes, the owner of a home valued at \$250,000 would pay approximately \$18.50 more per month in property taxes. He stated that, in considering any additional tax increase, the Council should remain mindful of the financial impact on property owners while balancing the City's long-term financial responsibilities.

Ms. Logan Ford noted that staff had evaluated the combined financial impact of the proposed property tax rate, the planned solid waste fee increase, and the proposed water and sewer rate adjustments. She explained that, based on the proposed FY 2026-2027 budget, the combined increase for a typical household would average approximately \$25 per month based on a home value of \$200,000.

Council Member Moore stated that, if the Council chose not to include additional funding for a SSA in the adopted budget, it could revisit the issue through a future budget amendment once the actuarial analysis is complete. He observed that staff's preliminary estimate for the first-year cost of an SSA was approximately \$111,000, and suggested that, if those estimates proved accurate, identifying funding for that amount later in the fiscal year would likely be more manageable than identifying funding for a significantly larger amount.

Mayor Jefferson reiterated his support for increasing the proposed property tax rate by an additional 0.21 cents to provide flexibility for potential implementation of a SSA. He stated that the proposed adjustment would provide limited budgetary capacity while the actuarial analysis is completed and emphasized that the Council was already considering a significant overall tax rate increase. Mayor Jefferson expressed the opinion that the additional 0.21-cent increase would have a relatively minimal impact compared to the overall proposed increase and would better position the Council to address the SSA without requiring reductions to existing budgeted programs if the benefit is approved at a later date.

Mayor Pro Tem Peters noted that the proposed budget already includes significant funding for fire services, including the SAFER Grant positions, fire apparatus debt

service, Fire Training and Safety Officer positions, as well as classification and compensation adjustments. She expressed support for implementing a SSA but questioned whether the estimated first-year cost of approximately \$111,000 could be accommodated within the proposed budget without increasing the property tax rate.

Mayor Jefferson asked whether savings from personnel vacancies or other budgeted positions could potentially provide funding for the benefit.

Council Member Andrew stated that he believed funding for the estimated first-year cost of an SSA could be identified by reprioritizing existing budget appropriations rather than increasing the proposed property tax rate. As an example, he suggested that expenditures such as the proposed branding and marketing allocation could be considered, along with other budgeted items, when evaluating potential funding sources.

Mayor Pro Tem Peters reiterated that she supports implementing a SSA for firefighters but does not support increasing the proposed property tax rate above the recommended rate.

Mayor Jefferson stated that it appeared the Council generally supported implementing a SSA for firefighters and indicated that the remaining question was whether the benefit should be funded by increasing the proposed property tax rate or by identifying savings within the recommended budget. He asked Council Members to indicate their preference.

During the discussion, Mayor Jefferson emphasized for the record that he supports continued investment in the City's branding and marketing efforts. He stated that branding and marketing play a significant role in economic development and the City's continued growth and should not be interpreted as unnecessary expenditures simply because they are not immediately visible. He clarified that he did not want his comments to be construed as advocating for reductions to the City's branding and marketing initiatives.

Council Member Andrew clarified that his earlier comments referred specifically to the proposed increase in funding for branding and marketing as a potential source for reprioritization and not to eliminating the program entirely.

Mayor Jefferson then polled the Council to determine whether Members preferred funding an SSA by adding approximately 0.21 cents to the proposed property tax rate or by directing staff to identify funding within the proposed budget.

Ms. Logan Ford advised that identifying funding within the proposed budget for a SSA would be difficult. She explained that the proposed budget already reflects known operational needs, including compensation adjustments, grant obligations, vehicle replacements, and other recurring expenditures. Ms. Logan Ford emphasized that the City should structurally align its budget with anticipated ongoing expenses, noting that if sufficient funding cannot be identified in the current budget, it is unlikely to become easier to accommodate in future budgets as costs continue to increase.

Mayor Jefferson acknowledged that future economic conditions, including increases in

fuel and other operating costs, could place additional pressure on the City's budget. He stated that his concern was ensuring the budget provides sufficient flexibility to address those types of uncertainties while continuing to meet the City's operational needs.

Ms. Logan Ford reiterated that the primary consideration is ensuring the budget is structurally balanced to support the City's recurring expenditures and long-term financial obligations.

Council Member Williams stated that he supports providing a SSA for firefighters but believes the Council should first receive additional information from the City's actuarial consultant before making a long-term financial commitment. He also expressed concern about the uncertainty surrounding potential legislative changes in Raleigh and stated that, if the Council implements an SSA, he wants to ensure the City can sustain the benefit over time.

Mayor Jefferson asked whether the proposed constitutional amendment and any subsequent implementing legislation could result in limits on future municipal property tax increases based on existing tax rates. He noted that, while he was not asking staff to predict the outcome, he wanted a better understanding of the types of limitations being discussed as Council considered the long-term implications of the budget.

Ms. Logan Ford responded that the potential impacts of future legislation remain uncertain. She explained that several proposals have been discussed, including limiting annual property tax growth to a fixed percentage or tying increases to the Consumer Price Index (CPI), but no final decisions have been made. Ms. Logan Ford noted that many of the City's operating expenses increase at rates that do not align with the CPI and stated that staff has communicated those concerns to the City's legislative delegation. She advised that, until additional guidance is provided by the General Assembly, staff cannot accurately predict the long-term impact the legislation may have on future City budgets.

Mayor Jefferson sought clarification regarding the potential effect of the proposed constitutional amendment on future municipal property tax authority. He stated that his concern was not the specific percentage that might ultimately be adopted by the General Assembly, but rather the methodology that could be used to limit future property tax growth. He observed that, if future increases were calculated from the City's existing tax rate, establishing a slightly higher tax rate now could provide additional long-term budget flexibility should future levy limits be enacted. He noted that, in his opinion, this supported adding an additional 0.21 cents to the proposed property tax rate.

Council Member Moore commented that imposing limits on local governments' ability to adjust property tax rates would function similarly to price controls and expressed concern about restricting municipalities' ability to respond to changing economic conditions.

Mayor Jefferson agreed that future levy limitations could significantly affect municipalities' financial flexibility. He noted that the City of High Point reduced its property tax rate following the COVID-19 pandemic and stated that the Council has historically demonstrated fiscal responsibility. He further expressed his belief that, if the

constitutional amendment is approved by voters, local governments may wish they had established a stronger financial position before future levy limitations take effect.

Council Member Williams asked if the Council provided additional funding for a SSA, the City could establish limits on eligibility for participation in the program.

Ms. Logan Ford responded that the Council has discretion in designing the program; however, eligibility requirements must be applied consistently and in accordance with applicable law. She noted that the existing Police Department SSA provides benefits until participants become eligible for other retirement benefits, and a firefighter program could be structured similarly.

As discussion continued regarding potential funding sources, Council Member Holmes observed that the proposed budget includes significant investments in public safety and suggested that, if the Council elected not to increase the property tax rate, one option could be to reduce the number of proposed Fire Training and Safety Officer positions to create funding for the SSA.

Ms. Logan Ford explained that the three Fire Training and Safety Officer positions were recommended as part of a previously completed staffing study and were intended to provide one position per shift. She advised that reducing the number of positions would not be consistent with that recommendation.

Council Member Holmes acknowledged the recommendation but stated that, if the Council chose not to increase the tax rate, reductions elsewhere in the budget would be necessary to fund an SSA. He suggested that delaying one of the proposed Fire Training and Safety Officer positions could be one potential funding source while recognizing that it would not be his preferred option.

Council Member Andrew stated that he was not in favor of eliminating one of the Fire Training and Safety Officer positions. He observed that, based on information from the City of Greensboro, the actual cost of an SSA could be partially offset over time as more senior firefighters retire and are replaced by employees with lower salaries.

Ms. Logan Ford responded that the City already budgets for salary savings as part of its annual financial plan. As a result, she explained that any salary savings resulting from retirements would not provide a dollar-for-dollar offset to the cost of an SSA because those savings are already incorporated into balancing the City's operating budget.

Council Member Moore then asked when Greensboro's firefighter SSA would become effective. Mr. Hawryluk responded that Greensboro's program is scheduled to become effective in January 2027 and that the projections discussed were based on anticipated participation.

Council Member McKiver expressed concern about the broader implications of implementing a SSA for the Fire Department. While acknowledging the important work performed by firefighters and stating that she was not opposed to supporting them, she questioned how the City would respond if employees in other departments sought similar benefits or additional compensation. She noted that the Police Department's

SSA is required under State law, whereas extending the benefit to firefighters would be a local policy decision. Council Member McKiver emphasized the importance of considering the needs of the entire City workforce and minimizing additional tax increases where possible.

Drawing on her experience working in local government, Council Member McKiver shared an example from her employment with the City of Thomasville, where differing overtime compensation practices among departments ultimately led the City to adopt a consistent policy for all employees. She stated that her concern was ensuring fairness and equity across departments when considering compensation and benefits.

Mayor Jefferson thanked Council Member McKiver for sharing her concerns and asked whether she was recommending that the Council delay consideration of the SSA rather than implement it as part of the current budget. He stated that he appreciated the discussion but wanted to move the Council toward a decision.

Council Member McKiver confirmed that she preferred to wait until additional data and information were available before considering implementation of an SSA.

Mayor Jefferson observed that, based on the discussion, a majority of the Council appeared to support the concept of implementing an SSA but differed on the timing of doing so.

Mayor Pro Tem Peters stated that she supports implementing an SSA but believes the issue is being considered too late in the budget process. She expressed concern that the Council had not yet adopted the proposed budget and was now being asked to increase the proposed property tax rate further before receiving the actuarial analysis or additional information about the program.

Mayor Jefferson thanked the Council for expressing their views and stated that, unless there were additional questions for staff or recommendations to consider, he was prepared to make a motion so the Council could determine its direction through a vote.

Mayor Jefferson made a motion, seconded by Mayor Pro Tem Peters, to approve the budget with the 8.74 cent increase and and ask staff to find SSA in the budget, so that means the budget's going to include SSA.

Several Council Members discussed whether it would be more appropriate to increase the proposed property tax rate by an additional 0.21 cents to provide funding capacity for the SSA rather than directing staff to identify funding within the existing budget.

Council Member Andrew made a substitute motion, seconded by Mayor Jefferson, to amend the pending motion by adopting the FY 2026-2027 Budget with an 8.95-cent property tax increase and including funding for a SSA for firefighters.

In speaking to his substitute motion, Council Member Andrew acknowledged that budget decisions are difficult and noted that the City continues to experience significant increases in the cost of fire apparatus, vehicles, and other operating expenses. He agreed that the issue arose late in the budget process due in part to the timing of

Senate Bill 889 but stated that he believes the City should remain competitive with neighboring municipalities by including funding for an SSA in the FY 2026-2027 Budget.

Mayor Jefferson restated the substitute motion for clarity, noting that it would adopt the FY 2026-2027 Budget with an 8.95-cent property tax increase while including funding for the SSA.

The motion failed with the following vote:

Aye: Mayor Jefferson, Council Member Andrew, Council Member Holmes, and Council Member Harman

Nay: Mayor Pro Tem Peters, Council Member Moore, Council Member Williams, and Council Member McKiver

Council Member Johnson did not vote due to participating virtually.

Mayor Jefferson stated that, under Robert's Rules of Order, a tie vote results in the failure of the motion. He then returned the Council's consideration to the original motion.

The original motion made by Mayor Jefferson, seconded by Mayor Pro Tem Peters, to adopt the FY 2026-2027 Budget with an 8.74-cent property tax increase and direct staff to include funding for a Special Separation Allowance (SSA) within the budget, was then considered.

The motion failed with the following vote:

Aye: Mayor Jefferson, Council Member Holmes, and Council Member Peters

Nay: Council Member Moore, Council Member Williams, Council Member Andrew, Council Member McKiver, and Council Member Harman

Council Member Johnson did not vote due to participating virtually.

Council Member Williams made a motion, seconded by Council Member Moore, to adopt the FY 2026-2027 Budget as presented by staff without including a Special Separation Allowance (SSA), with the understanding that the Council could consider adding an SSA through a future budget amendment after additional information becomes available.

Before the vote, Mayor Jefferson clarified that the motion was to approve the budget as presented by staff with no SSA at this time, while preserving the option for the Council to consider the benefit through a future budget amendment.

The motion failed with the following vote:

Aye: Mayor Pro Tem Peters, Council Member Moore, Council Member Williams, and Council Member McKiver

Nay: Mayor Jefferson, Council Member Andrew, Council Member Harman, and Council Member Holmes

Council Member Johnson did not vote due to participating virtually.

Mayor Jefferson stated that the Council would need to reach a compromise in order to adopt a budget. He acknowledged that some Council Members supported funding a SSA through an additional 0.21-cent property tax increase, while others preferred not to include the SSA in the FY 2026-2027 Budget. He expressed his belief that the compromise was to include the SSA within the proposed 8.74-cent property tax increase by directing staff to identify funding within the adopted budget.

Mayor Jefferson made a motion, seconded by Council Member Holmes, to adopt the FY 2026-2027 Budget with the proposed 8.74-cent property tax increase and include a SSA for firefighters by directing staff to identify funding within the adopted budget.

Mayor Jefferson encouraged the Council to reach a consensus, stating that while the compromise would not fully satisfy every Council Member, it represented a workable solution that would allow the City to adopt its FY 2026-2027 Budget.

The motion passed with the following vote:

Aye: Mayor Jefferson, Mayor Pro Tem Peters, Council Member Andrew, Council Member Harman, and Council Member Holmes

Nay: Council Member Moore, Council Member Williams, and Council Member McKiver
Council Member Johnson did not vote due to participating virtually.

ADJOURNMENT

There being no further business to come before the Special Meeting of the High Point City Council, the meeting adjourned at 10:16 a.m.

Respectfully Submitted,

Cyril Jefferson, Mayor

Attest:

Sandra Keeney, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Public Hearing Regarding Economic Incentives for Project Crocodile

FROM:
Peter Bishop
Economic Development Director

MEETING DATE:
July 20, 2026

PUBLIC HEARING:
Yes

ADVERTISED DATE/BY:
July 7, 2026

ATTACHMENTS:
1. Presentation

PURPOSE: Staff will present to the High Point City Council a request from Project Crocodile for a performance-based incentives package to assist in renovations to 1908 Nugget Road in the amount of \$40,000.

BACKGROUND: Project Crocodile represents a manufacturer of an all-terrain vehicle based in Winnipeg, Manitoba, Canada. Project specifics:

- Lease 1908 Nugget Road, a 36,672 SF manufacturing building in South High Point
- Invest \$2.4 million in machinery and equipment, building upfits
- Create 60 new jobs over 5 years
- Eligible for incentives under the Office, Industrial and Building Upfit policy

BUDGET IMPACT: The source of those monies would be the City's Economic Development Incentive Fund, which is funded by general fund and electric fund revenues.

RECOMMENDED ACTION REQUESTED: City Council is requested to conduct a public hearing and consider a request from Project Crocodile for a performance-based incentives package to assist in renovations to 1908 Nugget Road in the amount of \$40,000 and authorize the appropriate City Official(s) to execute all necessary documents.

PUBLIC HEARING:

PROJECT CROCODILE

**Tristan Bailey,
Project Manager, High Point Economic Development**



PROJECT CROCODILE - SUMMARY

Company	Project Crocodile is a Canadian manufacturer of a semi amphibious all-terrain vehicle. Targeting agriculture, timber, mining, hunters and outdoor enthusiasts, the company is seeking US expansion for production and sales. 60 jobs over five years are forecast, with an average wage of \$55,583.
Project	Project Crocodile plans to invest \$2.4 million in personal property and renovations at 1908 Nugget Dr.
Proposed Local Incentives	High Point ED staff recommends a performance grant of \$40,000 The incentive is based on the City's Office, Industrial and Building Upfit policy



PROJECT CROCODILE – UTILITIES

Utilities	This building is served by the City of High Point Water & Sewer and Electric service.
Timeline	Project Crocodile is seeking an immediate decision from the City of High Point on this incentive award so they can move forward on the project. The company is considering South Carolina and Texas in addition to North Carolina.

LOCATION OF PROJECT CROCODILE

- Project Crocodile will operate at 1908 Nugget Drive, off Baker Road in Southeast High Point.



THANK YOU

QUESTIONS?

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CITY OF HIGH POINT

AGENDA ITEM



TITLE: Public Hearing Regarding the 2026 Annual Action Plan Draft

FROM:

Thanena Wilson
Community Development & Housing Director

MEETING DATE:

July 20, 2026

PUBLIC HEARING:

Yes

ADVERTISED DATE/BY:

July 2, 2026

ATTACHMENTS:

1. Public Notice
 2. Allocations Proposal
 3. HOME Program Policy Revisions Summary
 4. HOME Program Draft Policy
-

PURPOSE: The Annual Action Plan (AAP) outlines the strategic plan for addressing priority needs identified in the Five-year Consolidated Plan, with an emphasis on low- to moderate-income and special needs populations. The U.S. Department of Housing and Urban Development (HUD) has awarded High Point \$855,552.00 in Community Development Block Grant (CDBG) funds and \$417,138.52 in HOME Investment Partnership Program (HOME) funds for the 2026-2027 program year.

The City's HOME Program Recapture and Resale Policy is part of our Consolidated Plan and AAP. The policy has been revised to comply with changes outlined in the 2025 HOME Program Final Rule. Provided is a summary of the revisions as well as highlighted language within the draft policy to emphasize those revisions.

BACKGROUND: The AAP draft was made available for a 30-day public review and comment period beginning June 18, 2026. We anticipate submitting the final plan to HUD on or before July 31, 2026.

BUDGET IMPACT: N/A

RECOMMENDED ACTION REQUESTED: City Council is requested to conduct a public hearing, consider the 2026 Annual Action Plan Draft, and authorize the appropriate City Official(s) to execute all necessary documents.

**PUBLIC HEARING NOTICE
CITY OF HIGH POINT, NC FY 2026-2027
COMMUNITY DEVELOPMENT BLOCK GRANT AND
HOME INVESTMENT PARTNERSHIP PROGRAMS**

Notice is hereby given that the City of High Point, NC will hold a Public Hearing at the following time and location:

**City Council Chambers
211 S. Hamilton St., High Point, NC 27260
Monday, July 20, 2026, 5:30 PM**

The City Council Chambers is accessible to persons with physical disabilities. If special arrangements need to be made to accommodate residents who wish to participate in the Public Hearing, such as an interpreter, please call Ms. Thanena Wilson, Community Development and Housing Department, at (336) 883-3349 to make those arrangements. For the hearing impaired, call the TTY relay system at 7-1-1.

The purpose of this Public Hearing is to present the City's Annual Action Plan for FY 2026 - 2027. The FY 2026 - 2027 Annual Action Plan will be submitted to the U.S. Department of Housing and Urban Development (HUD) on or before Friday, July 31, 2026.

In order to obtain comments from residents, public agencies, and other interested parties, the City of High Point FY 2026-2027 Annual Action Plan is on public display **June 18, 2026 through July 17, 2026** at the Community Development and Housing Department, City of High Point, 211 S. Hamilton Street, Suite 312, High Point, NC 27260, the City's website at <https://www.highpointnc.gov/231/Community-Development-Housing>, and the Community and Neighborhood Development Office, 201 Fourth Street, High Point, NC 27260.

The U.S. Department of Housing and Urban Development (HUD) has awarded the City of High Point \$855,552 in Community Development Block Grant (CDBG) funds. The City of High Point has been awarded \$417,138.52 in HOME Investment Partnership (HOME) funds. The City of High Point proposes undertaking the following activities with the FY 2026 - 2027 CDBG funds:

- | | |
|---|--------------|
| 1. Affordable Housing Program Delivery Costs | \$260,796.00 |
| 2. Community Capacity Building Delivery Costs | \$222,961.00 |
| 3. Public Service Grant Program | \$75,000.00 |
| 4. Emergency/Urgent Repair Program | \$162,135.00 |
| 5. CDBG Program Administration | \$134,660.00 |

The City of High Point proposes to undertake the following activities with the FY 2026 -2027 HOME funds:

- | | |
|--------------------------------------|--------------|
| 1. CHDO Apprenticeship Program | \$15,000.00 |
| 2. CHDO Activities | \$187,438.52 |
| 3. DPA/Core City Homebuyer Incentive | \$174,700.00 |
| 4. HOME Program Administration | \$40,000.00 |

All interested residents are encouraged to attend this Public Hearing, and they will be given the opportunity to present oral or written comments concerning the needs of the City of High Point and the use of CDBG and HOME funds to address those needs. Written comments may be addressed to Thanena Wilson, Community Development and Housing Department, City of High Point, PO Box 230, High Point, NC 27261, or submitted via email to cdadmin@highpointnc.gov. Comments must be received by **July 20, 2026, at 5:00 p.m.**

Sandra R. Keeney
City Clerk

City of High Point
FY 2026–2027 Annual Action Plan
Funding Allocations

Overview

The City of High Point proposes the following allocation of federal funds to support housing, community development, and public service activities. These investments are aligned with HUD program requirements and local priorities to strengthen neighborhoods, expand housing opportunities, and support vulnerable populations. Totals include \$10,000 in Program Income for Community Development Block Grant (CDBG) funding and \$25,0000 for HOME Investment Partnerships Program (HOME) funding.

CDBG – FY 2026–2027

Activity	Funding Amount
Affordable Housing Program Delivery Costs	\$260,796
Community Capacity Building Delivery Costs	\$222,961
Public Service Grant Program	\$75,000
Emergency/Urgent Repair Program	\$172,135
CDBG Program Administration	\$134,660
Total CDBG Funding	\$865,552

HOME – FY 2026–2027

Activity	Funding Amount
CHDO Apprenticeship Program	\$15,000
CHDO Activities	\$212,438.52
DPA/Core City Homebuyer Incentive	\$174,700
HOME Program Administration	\$40,000
Total HOME Funding	\$442,138.52

Key Points

- \$1.3 million total investment across CDBG and HOME programs
- Continued focus on affordable housing development and preservation
- Support for Community Housing Development Organizations (CHDOs)
- Investment in homeownership opportunities through down payment assistance
- Funding for public services and emergency repairs to assist vulnerable residents
- Link for [2026 Annual Action Plan Draft](#)

HOME Program Recapture and Resale Policy

Summarized Revisions

- 1) **Page 4:** Period of Affordability - Resale/recapture affordability requirement now begins when the resale or recapture documents are recorded for each homebuyer as opposed to the time of project completion when all information required by IDIS is completed.
- 2) **Page 7:** Affordability period thresholds based on HOME assistance per unit increased by \$10,000 for each range:
 - Projects receiving less than \$25,000 in HOME funds per unit will require a 5-year period of affordability, an increase from the current \$15,000 threshold.
 - Projects receiving \$25,000 to \$50,000 per unit will require an affordability period of 10 years.
 - Projects receiving more than \$50,000 per unit will require an affordability period of 15 years.
 - For new construction, the affordability period remains unchanged at 20 years regardless of the amount of HOME funds provided.
- 3) **Page 12:** Resale formula to establish fair return - The rule establishes four model resale formulas: fixed rate, itemized, appraisal, and index. High Point policy will use the index formula.

**CITY OF HIGH POINT, NORTH CAROLINA
HOME INVESTMENT PARTNERSHIPS PROGRAM
RECAPTURE AND RESALE POLICY**

(Adopted Pursuant to Title II of the Cranston-Gonzalez National
Affordable Housing Act and 24 CFR Part 92)

TABLE OF CONTENTS

SECTION 1: PURPOSE	2
SECTION 2: AUTHORITY.....	2
SECTION 3: APPLICABILITY	2
SECTION 4: POLICY STATEMENT.....	3
SECTION 5: DEFINITIONS.....	3
SECTION 6: GENERAL HOME HOMEBUYER REQUIREMENTS	5
SECTION 7: HOME PERIODS OF AFFORDABILITY.....	6
SECTION 8: HOME RECAPTURE POLICY	7
SECTION 9: HOME RESALE POLICY.....	10
SECTION 10: REFINANCING AND SUBORDINATION POLICY	13
SECTION 11: FORECLOSURE, DEED IN LIEU, AND INVOLUNTARY TRANSFER.....	13
SECTION 12: CHDO REQUIREMENTS	14
SECTION 13: RECORDKEEPING.....	14
SECTION 14: COMPLIANCE AND ENFORCEMENT	15

SECTION 1: PURPOSE

The purpose of this policy is to establish the City of High Point's requirements governing the use of HOME Investment Partnerships Program ("HOME") funds for homebuyer activities and to ensure compliance with all applicable federal statutes, regulations, and guidance governing HOME-assisted homeownership housing.

This policy establishes the City's requirements regarding:

- HOME-assisted homebuyer eligibility;
- periods of affordability;
- recapture of HOME assistance;
- resale restrictions;
- preservation of long-term affordability;
- calculation of fair return on investment;
- administration of HOME program income;
- monitoring and enforcement of affordability restrictions; and
- responsibilities of homebuyers, developers, Community Housing Development Organizations (CHDOs), subrecipients, and the City.

The City has elected to utilize both the **Recapture** and **Resale** options authorized under the HOME regulations, depending upon the structure of HOME assistance provided for each project.

SECTION 2: AUTHORITY

This policy is adopted pursuant to the authority granted under:

- Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended;
- HOME Investment Partnerships Program regulations contained in **24 CFR Part 92**;
- applicable provisions of the Consolidated Appropriations Acts;
- HUD Notices and CPD guidance applicable to HOME-assisted homeownership projects;
- the City's HUD-approved Consolidated Plan;
- the City's Annual Action Plan.

This policy shall be interpreted in a manner consistent with federal statutes and regulations. Should any provision of this policy conflict with federal law or HUD regulations, the federal requirement shall control.

SECTION 3: APPLICABILITY

This policy applies to every HOME-assisted homebuyer project funded by the City of High Point. The policy governs HOME-assisted activities including, but not limited to:

- Down Payment Assistance
- Closing Cost Assistance
- Principal Reduction Assistance
- Acquisition Assistance
- New Construction
- Rehabilitation

- Homebuyer Development Projects
- CHDO Homeownership Projects
- Developer-Assisted Homeownership Projects

This policy applies regardless of whether HOME funds are provided directly by the City or through an approved subrecipient or Community Housing Development Organization.

SECTION 4: POLICY STATEMENT

The City of High Point is committed to expanding sustainable homeownership opportunities for income-eligible households while preserving the long-term affordability of HOME-assisted housing in accordance with federal requirements.

HOME assistance represents a public investment intended to create affordable housing opportunities for present and future low-income households.

Accordingly, all HOME-assisted homebuyer properties shall remain subject to affordability restrictions for the applicable period of affordability established by federal regulations.

The City shall administer HOME assistance in a manner that:

- promotes sustainable homeownership;
- protects the public investment;
- preserves affordable housing inventory;
- provides equitable treatment of participating homeowners;
- ensures compliance with HUD regulations; and
- minimizes the risk of repayment findings during HUD monitoring.

The City shall determine, on a project-by-project basis, whether affordability will be maintained through Recapture or Resale provisions consistent with this policy and applicable federal regulations.

SECTION 5: DEFINITIONS

For purposes of this policy, the following definitions shall apply.

Affordable Housing - Housing that complies with the affordability requirements established under 24 CFR Part 92 throughout the required period of affordability.

Capital Improvements - Permanent improvements that materially increase the value, useful life, or functionality of the property.

Routine maintenance, cosmetic repairs, painting, landscaping, appliances, carpeting, and deferred maintenance shall not constitute capital improvements unless specifically approved by the City. Capital improvements must be documented by paid invoices, receipts, permits when applicable, and evidence of payment.

Community Housing Development Organization (CHDO) - A private nonprofit organization meeting the qualifications established under HOME regulations and designated by the City as a CHDO.

Direct HOME Subsidy - HOME assistance provided directly to the homebuyer including:

- Down payment assistance
- Closing cost assistance
- Principal reduction
- Principal buy-down
- Direct subsidy reducing purchase price

Direct HOME subsidy does not include HOME funds invested solely in development costs unless otherwise required by applicable regulations.

Fair Return on Investment - The amount the City determines a homeowner is entitled to receive upon resale under the HOME Resale provisions.

Fair Return shall consider, at a minimum:

- homeowner investment;
- documented eligible capital improvements;
- principal reduction attributable to homeowner payments; and
- reasonable appreciation as provided in this policy.

HOME-Assisted Unit - A dwelling unit receiving HOME assistance that is subject to affordability requirements under 24 CFR Part 92.

Homebuyer - An income-qualified household acquiring ownership of a HOME-assisted property that will be occupied as the household's principal residence.

Net Proceeds - Net proceeds means the sales price minus:

- repayment of superior mortgage debt;
- repayment of superior liens;
- customary seller closing costs;
- real estate commissions;
- recording fees;
- transfer taxes;
- other customary settlement costs approved by the City.

Net proceeds shall be calculated in accordance with HUD regulations governing HOME recapture.

Period of Affordability - The period during which HOME-assisted housing must comply with federal affordability requirements beginning when the resale or recapture documents are recorded for each

homebuyer and continuing for the minimum period established by HUD based upon the amount of HOME assistance invested in the project.

Principal Residence - The dwelling occupied as the owner's primary legal residence.

Indicators include:

- Homestead exemption
- Driver's license
- Voter registration
- Utility records
- Federal income tax records
- Other documentation requested by the City

Program Income - Gross income received by the City or its subrecipients that is directly generated from the use of HOME funds, including recaptured HOME assistance, and administered in accordance with applicable federal requirements.

Project Completion - Project Completion shall occur when all HOME requirements for completion have been satisfied and the project has been reported as complete in HUD's Integrated Disbursement and Information System (IDIS) or its successor system.

Written Agreement - The legally enforceable agreement executed between the City and the homebuyer establishing the HOME assistance provided, affordability requirements, recapture or resale provisions, default remedies, and other obligations required by federal regulations.

SECTION 6: GENERAL HOME HOMEBUYER REQUIREMENTS

To receive HOME assistance from the City of High Point, each homebuyer shall satisfy all applicable HOME eligibility requirements.

A. Income Eligibility

The homebuyer household shall qualify as a low-income family under HUD income limits in effect on the date of qualification.

Income shall be determined by using the HUD-prescribed methodology adopted by the City and documented in the project file.

B. Principal Residence Requirement

The assisted property shall be occupied as the principal residence of the HOME-assisted homebuyer throughout the applicable period of affordability.

The property shall not be:

- rented;
- leased;

- used primarily as a vacation home;
- used as investment property; or
- transferred without prior written approval of the City.

C. Property Eligibility

Eligible properties include:

- Newly constructed single-family homes.
- Existing homes acquired by eligible homebuyers.
- Rehabilitation projects.
- Condominium units.
- Manufactured housing meeting HOME requirements.
- Other eligible homeownership housing authorized under HOME regulations.

D. Property Standards

All HOME-assisted housing shall comply with the applicable property standards established by HUD at the time of project completion.

E. Homebuyer Counseling

Prior to closing, each homebuyer shall successfully complete a homeownership counseling program approved by the City.

Documentation of successful completion shall be maintained in the project file.

F. Written Agreements

Prior to closing, the homebuyer shall execute all documents required by the City, including:

- Written HOME Agreement
- Promissory Note
- Deed of Trust
- Restrictive Covenants, when applicable
- Affordability Agreement
- Any additional agreements required by the City Attorney

These documents shall be recorded as necessary to ensure enforceability throughout the period of affordability.

SECTION 7: PERIODS OF AFFORDABILITY

The period of affordability shall begin upon Project Completion as defined by HUD and continue for the minimum period required by federal regulations based upon the amount of HOME assistance invested.

HOME Assistance	Minimum Period of Affordability
Under \$25,000	5 Years
\$25,000 – \$50,000	10 Years
Over \$50,000	15 Years

If additional HOME funds are invested after the initial closing, the City shall determine whether the additional investment requires an extension of the period of affordability in accordance with HUD regulations.

The affordability restrictions shall remain enforceable regardless of:

- repayment of the HOME loan;
- refinancing;
- assumption of senior debt; or
- changes in financing structure,

unless otherwise permitted by HUD regulations or approved in writing by the City.

SECTION 8: HOME RECAPTURE POLICY

8.1 - Purpose

The City of High Point may elect to utilize the **Recapture Option** authorized under 24 CFR Part 92 for HOME-assisted homebuyer projects that provide a direct HOME subsidy to an eligible homebuyer.

The purpose of recapture is to recover all or a portion of the City's HOME investment when a HOME-assisted property ceases to comply with HOME affordability requirements during the applicable period of affordability.

All recaptured HOME funds shall be treated as Program Income and administered in accordance with applicable HOME regulations.

8.2 - HOME Direct Subsidy

The following assistance constitutes a direct HOME subsidy:

- Down payment assistance
- Closing cost assistance
- Principal reduction assistance
- Principal buy-down
- Interest rate buy-down funded with HOME
- Direct purchase price subsidy
- Other financial assistance provided directly to the homebuyer

8.3 - Events Triggering Recapture

Recapture shall occur if any of the following occur during the period of affordability:

- Sale of the property
- Transfer of title
- Conveyance by gift
- Transfer into a trust without City approval
- Property no longer serves as principal residence
- Rental or lease of the property
- Unauthorized refinancing violating City policy
- Fraud or material misrepresentation
- Default under HOME documents
- Other violation of HOME affordability requirements

8.4 - Amount Subject to Recapture

The amount subject to recapture shall be the lesser of:

- Outstanding HOME investment; or
- Net proceeds available after repayment of superior debt and customary selling expenses.

The City shall never require repayment exceeding available net proceeds as defined by HUD.

8.5 - Net Proceeds Calculation

Net proceeds shall equal:

Sales Price

LESS

- First Mortgage Payoff
- Superior Liens
- Real Estate Commissions
- Recording Fees
- Transfer Taxes
- Attorney Fees
- Seller Closing Costs
- Other customary settlement costs approved by the City

Equals

Net Proceeds Available

The calculation shall be documented in the City's project file.

8.6 - Shared Net Proceeds

If net proceeds are insufficient to repay the HOME investment in full, the City shall recover only the amount available after calculation of net proceeds.

No deficiency judgment shall be sought against the homeowner solely due to insufficient proceeds resulting from a bona fide sale.

8.7 - Forgivable HOME Loans

Where HOME assistance is structured as a forgivable loan, forgiveness shall occur monthly over the period of affordability unless otherwise approved by City Council.

The amount forgiven shall be calculated using the following schedule.

Period of affordability	Monthly Forgiveness
Five Years	1.6667%
Ten Years	0.8333%
Fifteen Years	0.5556%

Forgiveness shall occur only while the homeowner occupies the property as his or her principal residence.

8.8 - Amortizing Loans

Where HOME assistance is structured as an amortizing loan, repayment shall occur according to the Promissory Note executed at closing.

Repayment shall not eliminate affordability requirements.

8.9 - Death of Homeowner

Upon death of a homeowner:

- surviving co-owner may continue occupancy;
- heirs may satisfy HOME requirements by occupying the property as principal residence if permitted by law;
- otherwise, recapture shall occur upon transfer.

The City may allow reasonable time for estate administration.

8.10 - Divorce

Upon divorce:

One spouse may retain ownership provided:

- property remains principal residence;
- affordability restrictions remain;
- City documents remain enforceable.

Transfer to a non-owner without City approval shall trigger recapture.

8.11 - Refinancing

Refinancing shall not automatically trigger recapture.

However, City approval shall be required before:

- subordinating HOME lien;
- increasing indebtedness;
- cash-out refinance;
- home equity loans;
- HELOCs.

8.12 - Leasing

HOME-assisted property may not be leased during the period of affordability unless specifically authorized by the City under limited hardship circumstances consistent with HUD guidance.

Unauthorized leasing constitutes default.

8.13 - Transfer Without Sale

Transfers including:

- quitclaim deeds
- gifts
- life estates
- trust transfers
- family conveyances

shall require prior written approval.

Unauthorized transfers constitute default.

SECTION 9: HOME RESALE POLICY

9.1 - Purpose

The City may elect to utilize the HOME **Resale Option** where required to preserve long-term affordability.

The resale option ensures:

- continued affordability;
- sale to an income-eligible purchaser;
- fair return to the seller;
- preservation of HOME investment.

9.2 - Eligible Purchaser

The purchaser shall:

- qualify as a low-income household;
- satisfy current HUD income limits;
- occupy property as principal residence;
- complete required homebuyer counseling.

Income eligibility shall be verified prior to closing.

9.3 - Affordable Sales Price

The City shall establish the maximum resale price based upon current HUD affordability requirements.

The City may consider:

- Area Median Income
- Housing Cost Burden
- Mortgage Interest Rates
- Taxes
- Insurance
- Homeowner Association Dues
- Utility Estimates

The resulting price shall permit purchase by a reasonable range of low-income households.

9.4 - Marketing

Properties subject to resale restrictions shall be marketed in a manner that affirmatively furthers fair housing.

Marketing shall include:

- Equal Housing Opportunity logo
- Outreach to underserved populations
- Non-discrimination requirements
- Reasonable marketing period

9.5 - Fair Return on Investment

The seller shall receive a fair return including:

- original cash investment;
- principal reduction attributable to mortgage payments;
- documented eligible capital improvements;
- reasonable share of appreciation

The City shall use the following method for calculating fair return:

Index formula. The participating jurisdiction may use an index formula to determine fair return on investment and resale price based on the change in value of a homeowner's investment over the term of ownership. Index formulas adjust the value of the homeowner's investment in proportion to changes in an index, such as the change in median household income. To determine the homeowner's fair return using this model, the sum of the property's original purchase price and the value of any capital improvements to the property is multiplied by the change in the specified index during the term of ownership. The formula may also depreciate the value of the capital improvements and may take into consideration any reduction in value due to property damage or delayed or deferred maintenance of the property condition (see formula below).

$$\begin{array}{c}
 \text{Change in clearly defined, publicly accessible index} \\
 \text{MULTIPLIED BY} \\
 \left(\begin{array}{c}
 \text{(Original purchase price + value of capital improvements)} \\
 \text{MINUS} \\
 \text{OPTIONAL (Depreciation of capital improvements + property damage + delayed or deferred maintenance)}
 \end{array} \right) \\
 \text{EQUALS} \\
 \text{Fair return} \\
 \text{Original sales price + Fair return = Resale price}
 \end{array}$$

9.6 - Eligible Capital Improvements

Eligible improvements include:

- Roof replacement
- HVAC replacement
- Foundation repairs
- Room additions
- Accessibility improvements
- Major plumbing replacement
- Electrical replacement
- Window replacement
- Structural repairs

Routine maintenance shall not qualify.

9.7 - Documentation

Capital improvements shall require:

- paid invoices;
- cancelled checks;
- permits where required;
- photographs if requested.

The City reserves final authority.

9.8 - Appreciation

Appreciation shall be shared consistent with City's written methodology.

The methodology shall:

- protect HOME investment;
- provide equitable treatment;
- preserve affordability.

9.9 - Subsequent Purchasers

Every purchaser during the period of affordability shall execute:

- HOME Written Agreement
- Deed Restrictions
- Affordability Covenant
- Promissory Note if applicable

Remaining period of affordability shall continue.

SECTION 10: REFINANCING AND SUBORDINATION POLICY

The City recognizes refinancing may improve homeowner affordability. Requests shall be reviewed individually.

Approval may be granted when refinancing:

- lowers monthly payment;
- reduces interest rate;
- removes mortgage insurance;
- improves loan stability.

Approval generally shall not be granted for:

- consumer debt consolidation;
- cash-out refinance;
- investment purposes;
- speculative borrowing.

The HOME lien shall remain subordinate only when the City's security interest is adequately protected.

SECTION 11: FORECLOSURE, DEED IN LIEU, AND INVOLUNTARY TRANSFER

The affordability restrictions shall terminate upon:

- foreclosure;
- deed in lieu;
- assignment to HUD;
- transfer pursuant to foreclosure proceedings,

provided the foreclosure is not undertaken for the purpose of avoiding HOME affordability requirements.

The City may exercise:

- Right of First Refusal
- Purchase Option
- Assignment Rights
- Other remedies permitted by law

to preserve affordability whenever economically feasible.

If additional HOME assistance is invested after foreclosure acquisition, a new period of affordability may be established consistent with federal regulations.

SECTION 12: CHDO REQUIREMENTS

CHDOs administering HOME homebuyer activities shall:

- comply with all HOME regulations;
- comply with City written agreements;
- maintain complete project files;
- cooperate during monitoring.

Recaptured HOME funds shall be returned to the City unless otherwise authorized.

Program income shall be administered in accordance with federal requirements and City agreements.

SECTION 13: RECORDKEEPING

The City shall maintain sufficient documentation to demonstrate compliance with HOME regulations.

Project files shall include, at a minimum:

- income certifications;
- underwriting;
- environmental review;
- written agreements;
- recorded documents;
- affordability calculations;
- inspections;
- monitoring reports;
- correspondence;
- payoff calculations;
- recapture calculations;
- resale approvals.

Records shall be retained for the period required by federal regulation following the expiration of the period of affordability.

Electronic records may be maintained provided they satisfy applicable federal record retention requirements.

SECTION 14: COMPLIANCE AND ENFORCEMENT

Failure to comply with this policy may constitute an event of default.

Available remedies include:

- acceleration of HOME loan;
- repayment demand;
- specific performance;
- injunctive relief;
- legal action;
- other remedies authorized by law.

The City Manager or designee may approve reasonable administrative waivers that do not conflict with federal law.

Nothing contained herein shall waive any rights available to the City under federal regulations, state law, or executed HOME documents.

**CITY OF HIGH POINT, NORTH CAROLINA
HOME INVESTMENT PARTNERSHIPS PROGRAM
RECAPTURE AND RESALE POLICY**

**(Adopted Pursuant to Title II of the Cranston-Gonzalez National
Affordable Housing Act and 24 CFR Part 92)**

TABLE OF CONTENTS

SECTION 1: PURPOSE.....	2
SECTION 2: AUTHORITY	2
SECTION 3: APPLICABILITY	2
SECTION 4: POLICY STATEMENT	3
SECTION 5: DEFINITIONS	3
SECTION 6: GENERAL HOME HOMEBUYER REQUIREMENTS.....	5
SECTION 7: HOME PERIODS OF AFFORDABILITY	6
SECTION 8: HOME RECAPTURE POLICY.....	7
SECTION 9: HOME RESALE POLICY	10
SECTION 10: REFINANCING AND SUBORDINATION POLICY	13
SECTION 11: FORECLOSURE, DEED IN LIEU, AND INVOLUNTARY TRANSFER.....	13
SECTION 12: CHDO REQUIREMENTS.....	14
SECTION 13: RECORDKEEPING	14
SECTION 14: COMPLIANCE AND ENFORCEMENT.....	15

SECTION 1: PURPOSE

The purpose of this policy is to establish the City of High Point's requirements governing the use of HOME Investment Partnerships Program ("HOME") funds for homebuyer activities and to ensure compliance with all applicable federal statutes, regulations, and guidance governing HOME-assisted homeownership housing.

This policy establishes the City's requirements regarding:

- HOME-assisted homebuyer eligibility;
- periods of affordability;
- recapture of HOME assistance;
- resale restrictions;
- preservation of long-term affordability;
- calculation of fair return on investment;
- administration of HOME program income;
- monitoring and enforcement of affordability restrictions; and
- responsibilities of homebuyers, developers, Community Housing Development Organizations (CHDOs), subrecipients, and the City.

The City has elected to utilize both the **Recapture** and **Resale** options authorized under the HOME regulations, depending upon the structure of HOME assistance provided for each project.

SECTION 2: AUTHORITY

This policy is adopted pursuant to the authority granted under:

- Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended;
- HOME Investment Partnerships Program regulations contained in **24 CFR Part 92**;
- applicable provisions of the Consolidated Appropriations Acts;
- HUD Notices and CPD guidance applicable to HOME-assisted homeownership projects;
- the City's HUD-approved Consolidated Plan;
- the City's Annual Action Plan.

This policy shall be interpreted in a manner consistent with federal statutes and regulations. Should any provision of this policy conflict with federal law or HUD regulations, the federal requirement shall control.

SECTION 3: APPLICABILITY

This policy applies to every HOME-assisted homebuyer project funded by the City of High Point.

The policy governs HOME-assisted activities including, but not limited to:

- Down Payment Assistance
- Closing Cost Assistance
- Principal Reduction Assistance
- Acquisition Assistance
- New Construction
- Rehabilitation

- Homebuyer Development Projects
- CHDO Homeownership Projects
- Developer-Assisted Homeownership Projects

This policy applies regardless of whether HOME funds are provided directly by the City or through an approved subrecipient or Community Housing Development Organization.

SECTION 4: POLICY STATEMENT

The City of High Point is committed to expanding sustainable homeownership opportunities for income-eligible households while preserving the long-term affordability of HOME-assisted housing in accordance with federal requirements.

HOME assistance represents a public investment intended to create affordable housing opportunities for present and future low-income households.

Accordingly, all HOME-assisted homebuyer properties shall remain subject to affordability restrictions for the applicable period of affordability established by federal regulations.

The City shall administer HOME assistance in a manner that:

- promotes sustainable homeownership;
- protects the public investment;
- preserves affordable housing inventory;
- provides equitable treatment of participating homeowners;
- ensures compliance with HUD regulations; and
- minimizes the risk of repayment findings during HUD monitoring.

The City shall determine, on a project-by-project basis, whether affordability will be maintained through Recapture or Resale provisions consistent with this policy and applicable federal regulations.

SECTION 5: DEFINITIONS

For purposes of this policy, the following definitions shall apply.

Affordable Housing - Housing that complies with the affordability requirements established under 24 CFR Part 92 throughout the required period of affordability.

Capital Improvements - Permanent improvements that materially increase the value, useful life, or functionality of the property.

Routine maintenance, cosmetic repairs, painting, landscaping, appliances, carpeting, and deferred maintenance shall not constitute capital improvements unless specifically approved by the City. Capital improvements must be documented by paid invoices, receipts, permits when applicable, and evidence of payment.

Community Housing Development Organization (CHDO) - A private nonprofit organization meeting the qualifications established under HOME regulations and designated by the City as a CHDO.

Direct HOME Subsidy - HOME assistance provided directly to the homebuyer including:

- Down payment assistance
- Closing cost assistance
- Principal reduction
- Principal buy-down
- Direct subsidy reducing purchase price

Direct HOME subsidy does not include HOME funds invested solely in development costs unless otherwise required by applicable regulations.

Fair Return on Investment - The amount the City determines a homeowner is entitled to receive upon resale under the HOME Resale provisions.

Fair Return shall consider, at a minimum:

- homeowner investment;
- documented eligible capital improvements;
- principal reduction attributable to homeowner payments; and
- reasonable appreciation as provided in this policy.

HOME-Assisted Unit - A dwelling unit receiving HOME assistance that is subject to affordability requirements under 24 CFR Part 92.

Homebuyer - An income-qualified household acquiring ownership of a HOME-assisted property that will be occupied as the household's principal residence.

Net Proceeds - Net proceeds means the sales price minus:

- repayment of superior mortgage debt;
- repayment of superior liens;
- customary seller closing costs;
- real estate commissions;
- recording fees;
- transfer taxes;
- other customary settlement costs approved by the City.

Net proceeds shall be calculated in accordance with HUD regulations governing HOME recapture.

Period of Affordability - The period during which HOME-assisted housing must comply with federal affordability requirements beginning when the resale or recapture documents are recorded for

each homebuyer and continuing for the minimum period established by HUD based upon the amount of HOME assistance invested in the project.

Principal Residence - The dwelling occupied as the owner's primary legal residence.

Indicators include:

- Homestead exemption
- Driver's license
- Voter registration
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Program Income - Gross income received by the City or its subrecipients that is directly generated from the use of HOME funds, including recaptured HOME assistance, and administered in accordance with applicable federal requirements.

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To receive HOME assistance from the City of High Point, each homebuyer shall satisfy all applicable HOME eligibility requirements.

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The homebuyer household shall qualify as a low-income family under HUD income limits in effect on the date of qualification.

Income shall be determined by using the HUD-prescribed methodology adopted by the City and documented in the project file.

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The assisted property shall be occupied as the principal residence of the HOME-assisted homebuyer throughout the applicable period of affordability.

The property shall not be:

- rented;
- leased;

- used primarily as a vacation home;
- used as investment property; or
- transferred without prior written approval of the City.

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Eligible properties include:

- Newly constructed single-family homes.
- Existing homes acquired by eligible homebuyers.
- Rehabilitation projects.
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- Manufactured housing meeting HOME requirements.
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All HOME-assisted housing shall comply with the applicable property standards established by HUD at the time of project completion.

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Prior to closing, each homebuyer shall successfully complete a homeownership counseling program approved by the City.

Documentation of successful completion shall be maintained in the project file.

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Prior to closing, the homebuyer shall execute all documents required by the City, including:

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- Restrictive Covenants, when applicable
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These documents shall be recorded as necessary to ensure enforceability throughout the period of affordability.

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The period of affordability shall begin upon Project Completion as defined by HUD and continue for the minimum period required by federal regulations based upon the amount of HOME assistance invested.

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The affordability restrictions shall remain enforceable regardless of:

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The amount subject to recapture shall be the lesser of:

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The City shall never require repayment exceeding available net proceeds as defined by HUD.

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Net proceeds shall equal:

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LESS

- First Mortgage Payoff
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Income eligibility shall be verified prior to closing.

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 \text{EQUALS} \\
 \text{Fair return} \\
 \text{Original sales price + Fair return = Resale price}
 \end{array}$$

9.6 - Eligible Capital Improvements

Eligible improvements include:

- Roof replacement
- HVAC replacement
- Foundation repairs
- Room additions
- Accessibility improvements
- Major plumbing replacement
- Electrical replacement
- Window replacement
- Structural repairs

Routine maintenance shall not qualify.

9.7 - Documentation

Capital improvements shall require:

- paid invoices;
- cancelled checks;
- permits where required;
- photographs if requested.

The City reserves final authority.

9.8 - Appreciation

Appreciation shall be shared consistent with City's written methodology.

The methodology shall:

- protect HOME investment;
- provide equitable treatment;
- preserve affordability.

9.9 - Subsequent Purchasers

Every purchaser during the period of affordability shall execute:

- HOME Written Agreement
- Deed Restrictions
- Affordability Covenant
- Promissory Note if applicable

Remaining period of affordability shall continue.

SECTION 10: REFINANCING AND SUBORDINATION POLICY

The City recognizes refinancing may improve homeowner affordability. Requests shall be reviewed individually.

Approval may be granted when refinancing:

- lowers monthly payment;
- reduces interest rate;
- removes mortgage insurance;
- improves loan stability.

Approval generally shall not be granted for:

- consumer debt consolidation;
- cash-out refinance;
- investment purposes;
- speculative borrowing.

The HOME lien shall remain subordinate only when the City's security interest is adequately protected.

SECTION 11: FORECLOSURE, DEED IN LIEU, AND INVOLUNTARY TRANSFER

The affordability restrictions shall terminate upon:

- foreclosure;
- deed in lieu;
- assignment to HUD;
- transfer pursuant to foreclosure proceedings,

provided the foreclosure is not undertaken for the purpose of avoiding HOME affordability requirements.

The City may exercise:

- Right of First Refusal
- Purchase Option
- Assignment Rights
- Other remedies permitted by law

to preserve affordability whenever economically feasible.

If additional HOME assistance is invested after foreclosure acquisition, a new period of affordability may be established consistent with federal regulations.

SECTION 12: CHDO REQUIREMENTS

CHDOs administering HOME homebuyer activities shall:

- comply with all HOME regulations;
- comply with City written agreements;
- maintain complete project files;
- cooperate during monitoring.

Recaptured HOME funds shall be returned to the City unless otherwise authorized.

Program income shall be administered in accordance with federal requirements and City agreements.

SECTION 13: RECORDKEEPING

The City shall maintain sufficient documentation to demonstrate compliance with HOME regulations.

Project files shall include, at a minimum:

- income certifications;
- underwriting;
- environmental review;
- written agreements;
- recorded documents;
- affordability calculations;
- inspections;
- monitoring reports;
- correspondence;
- payoff calculations;
- recapture calculations;
- resale approvals.

Records shall be retained for the period required by federal regulation following the expiration of the period of affordability.

Electronic records may be maintained provided they satisfy applicable federal record retention requirements.

SECTION 14: COMPLIANCE AND ENFORCEMENT

Failure to comply with this policy may constitute an event of default.

Available remedies include:

- acceleration of HOME loan;
- repayment demand;
- specific performance;
- injunctive relief;
- legal action;
- other remedies authorized by law.

The City Manager or designee may approve reasonable administrative waivers that do not conflict with federal law.

Nothing contained herein shall waive any rights available to the City under federal regulations, state law, or executed HOME documents.

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of a Reappointment to the High Point Theatre Advisory Commission

FROM:
Mayor Jefferson

MEETING DATE:
July 20, 2026

PUBLIC HEARING:
No

ADVERTISED DATE/BY:

ATTACHMENTS:
None

PURPOSE: To confirm the reappointment of Dana East to the High Point Theatre Advisory Commission.

BACKGROUND: Mayor Jefferson requests the reappointment of Dana East to the High Point Theatre Advisory Commission. The term will be effective immediately and expire on June 1, 2029.

BUDGET IMPACT: N/A

RECOMMENDED ACTION REQUESTED: City Council is requested to confirm the reappointment of Dana East to the High Point Theatre Advisory Commission. The term will be effective immediately and expire on June 1, 2029.