



City of High Point

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

Meeting Agenda

Finance Committee

Britt Moore, Chair

Committee Members:

Monica Peters

Michael Holmes

Victor Jones

Jay Wagner, Mayor (Alternate)

Wesley Hudson, Mayor Pro Tem (Alternate)

Thursday, June 15, 2023

4:00 PM

3rd Floor Council Chambers

FINANCE COMMITTEE - Britt W. Moore, Chair

CALL TO ORDER

PRESENTATION OF ITEMS

[2023-286](#)

Consideration of a Resolution of the High Point City Council Authorizing Upset Bid Process for Sale of City Property Located at 810. E. Russell Avenue High Point, NC

City Council is requested to approve a resolution authorizing the upset bid process for sale of city property located at 810. E. Russell Avenue in the amount of \$7,500.00 in accordance with N.C.G.S. §160A-269.

Attachments: [Sale of Property 810 E. Russell Ave](#)

[2023-287](#)

Consideration of an Ordinance Amending the 2022-2023 Budget Ordinance of the City of High Point, North Carolina to Appropriate Interest Income Accumulated from American Rescue Plan Act (ARPA) Funds
City Council is requested to approve the budget ordinance amendment for the use of interest income accumulated from the ARPA funds. Total interest accumulated is \$127,000 and will be utilized for the third-floor replacement at the High Point Public Library (\$77,000) and for general Parks and Recreation improvements (\$50,000).

Attachments: [American Rescue Plan Act \(ARPA\) Interest Income](#)

[2023-288](#)

Consideration of an Ordinance Amending the 2022-2023 Budget Ordinance of the City of High Point, North Carolina to allow proper accounting of the capital lease

City Council is requested to approve a budget ordinance amendment which is necessary to properly record the City's outstanding leases and subscription-based information technology arrangements (SBITAs).

Attachments: [Lease amendment FY23](#)

[2023-289](#) Consideration of an Ordinance Amending Title 11 Chapter 2 Section 11-2-44 of the High Point City Code Regarding Method of Determining Fare
City Council is requested to approve an ordinance to update and increase taxicab fares.

Attachments: [Taxicab Fare Increase](#)

[2023-290](#) Consideration of a Request to Approve an Extension of the Pass-Through Grant Agreement to the High Point Chamber Foundation for the THRIVE Minority Entrepreneurship Initiative
City Council is requested to approve an extension of the Pass-Through Grant Agreement to the new completion date of July 1, 2026 and authorize appropriate City Officials to amend the Pass Through Agreement with the High Point Chamber Foundation.

Attachments: [THRIVE Grant Extension](#)

[2023-291](#) Consideration of a Contract with Solutions of America in the amount of \$96,025 for Security Services at the City of High Point Public Library
City Council is requested to award a contract for Security Services with Solutions of America in the amount of \$96,025 per year, for a three-year period beginning after July 1, 2023 and authorize the appropriate City Official(s) to execute the necessary documents.

Attachments: [Library Security Service Contract](#)

[2023-292](#) Consideration of a Contract Extension with EZGO for the Golf Cart Lease Program for Oak Hollow and Blair Park Golf Courses
City Council is requested to authorize a 59-month contract extension with EZGO for the Golf Cart Lease Program in the amount of \$1,023,403.97 and authorize the appropriate City Official(s) to execute all necessary documents.

Attachments: [EZGO Contract Extension](#)

[2023-293](#) Consideration of a Contract with HH Architecture in the amount of \$115,000 for Pre-Design Services for the New Center for Active Adults
City Council is requested to authorize the appropriate City Official to execute a scope of services task order with HH Architecture in the amount of \$115,000 and approve the Capital Project Budget Ordinance.

Attachments: [HH Architecture Pre-Design Ctr for Active Adults](#)

[2023-294](#) Consideration of a Municipal Agreement with North Carolina Department of Transportation (NCDOT) for Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Funding to Construct Improvements to Elm Street and Construct Phases 1-3 of the Southwest Heritage Greenway
City Council is requested to approve the Municipal Agreement with NCDOT for RAISE funding for improvements to Elm Street and Phases 1-3 of the Southwest Heritage Greenway for a total cost of \$28,489,089 in

which the City will budget and get reimbursed as work is completed.

Attachments: [NCDOT RAISE Municipal Agreement](#)

2023-295

Consideration of a Contract with Alta Engineering SE, PLLC (ALTA) in the amount of \$2,862,495.84 for Professional Engineering and Design Services for Improvements for High Point RISE along Elm Street and Phases 1-3 of the Southwest Heritage Greenway
City Council is requested to award a contract with ALTA for the proposed project, approve the budget ordinance for the RAISE Grant, and authorize the appropriate City Official(s) to execute the necessary documents.

Attachments: [RAISE PE Contract](#)

2023-296

Consideration of Waterview Pump Station Forcemain Extension Change Order No. 3 to Baker Underground Inc. in the Amount of \$165,610.39
City Council is requested to approve Change Order No. 3 to Baker Underground Inc. in the amount of \$165,610.39 and approve a 45-day extension to the contract end date, which will be July 21, 2023.

Attachments: [Waterview Pump Station Forcemain Extension Change Order No 3](#)

ADJOURNMENT

CITY OF HIGH POINT

AGENDA ITEM



Title: SBITA and Lease Budget Amendment

From: Bobby Fitzjohn, Financial Services Director

Public Hearing: No

Attachments: Budget amendment

Meeting Date: June 20, 2023

Advertising Date /

Advertised By:

PURPOSE:

Due to a change in accounting standards, a budget amendment is necessary to properly record the City's outstanding leases and subscription-based information technology arrangements (SBITAs).

BACKGROUND:

Generally accepted accounting principles (GAAP) require that all long-term leases and SBITAs be capitalized and receive specialized accounting treatment. When a lease or SBITA is capitalized, it requires budgetary authorization, similar to a purchase of capital equipment. The attached ordinance allows the City to properly record leases that have previously been entered.

BUDGET IMPACT:

Budgeted expenses associated with capitalizing leases are equal to the associated accounting revenue recognized by entering into the lease.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends approval of the attached budget ordinance amendment which will allow the proper accounting of the capital lease.

“AN ORDINANCE AMENDING THE 2022-2023 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE LEASE AND SBITA PROCEEDS

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

Section 1. The City of High Point has determined it is in the City’s best interest to lease certain equipment and enter into subscription-based information technology arrangements. Accounting standards require these leases and arrangements to be recorded as capital assets and a corresponding obligation.

Section 2. The 2022-2023 Budget Ordinance of the City of High Point, should be amended as follows:

(A) That the following additional sources be amended as follows:

General Fund – Lease/SBITA Proceeds	\$3,837,000
Debt Service Fund – Lease/SBITA Proceeds	8,300
Electric Fund – Lease/SBITA Proceeds	337,300
Central Services Fund – Lease/SBITA Proceeds	234,500
Water Sewer Fund – Lease/SBITA Proceeds	27,600
Landfill Fund – Lease/SBITA Proceeds	<u>250,000</u>
Total	\$4,694,700

(B) That the following expenditures be increased:

General Fund – Lease/SBITA Agreement	\$3,837,000
Debt Service Fund – Lease/SBITA Agreement	8,300
Electric Fund – Lease/SBITA Agreement	337,300
Central Services Fund – Lease/SBITA Agreement	234,500
Water Sewer Fund – Lease/SBITA Agreement	27,600
Landfill Fund – Lease/SBITA Agreement	<u>250,000</u>
Total	\$4,694,700

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 June 2023

Jay W. Wagner, Mayor

ATTEST

Sandra Keeney, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Contract with HH Architecture for Pre-Design Services – Center for Active Adults –

From: Lee Tillery –Parks and Recreation Director

Meeting Date: June 20, 2023

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Attachment A – Proposal for Pre-Design Services HH Architecture

PURPOSE: To award a contract for Pre-Design services for the new Center for Active Adults. These services will assist staff with determining the best value and options available under the project budget and leveraging the benefits of utilizing existing infrastructure.

BACKGROUND: The construction Center for Active Adults was voted on and approved as part of the 2019 Bond Referendum. Council has been briefed on plans to utilize 17.18 acres of City owned property located on five parcels adjoining 503 James Road for the construction of this new Center. We do not currently have a site plan or Master Plan in place for this new project. The “Pre-Design” service scope of services will include the following:

- Exploration of three potential design options utilizing a collective approach with Architectural, Site/Civil services and a Senior Center Consulting Firm. Recommendations of building concepts will be determined at the end of the Pre-Design phase.
- Architectural services will manage the entirety of the project focusing on meeting with Parks and Recreation staff, developing programmatic requirements, building design, and providing rough order of magnitude of opinion of costs for building options.
- Site/Civil – Prepare a Pre-Design document that will focus on a variety of site issues to consider. These include, but not be limited to, developmental constraints, public/private utilities, parking, location for storm water management facilities, as well as park amenities such as trails, pickleball courts, outdoor fitness equipment, etc.
- Senior Center Consultant would be responsible for an assortment of tasks focused on engaging our Seniors and developing a better understanding of needs and wants with this new facility. The goal being to develop a detailed understanding of functional needs, goals and priorities that will lead to design. This will involve a public input survey and meetings on site with staff and citizens to better understand the recreational and leisure needs of our Seniors here in High Point.

The Pre-Design phase is estimated to be six weeks. Upon conclusion of this phase, we will have a better understanding of design needs, site location with Center and outdoor amenities, along with associated estimates for Council to consider.

BUDGET IMPACT: A capital project budget ordinance is attached to fund this project. Debt service payments for the general obligation bonds will be paid from the city's general debt service fund.

RECOMMENDATION / ACTION REQUESTED: Staff recommends City Council authorize the appropriate City Official to execute a scope of services task order with HH Architecture in the amount of \$115,000 and approve the Capital Project Budget Ordinance.

"AN CAPITAL PROJECT ORDINANCE AMENDMENT
OF THE CITY OF HIGH POINT, NORTH CAROLINA FOR THE
CENTER FOR ACTIVE ADULTS PROJECT

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

Section 1. The construction Center for Active Adults was voted on and approved as part of the 2019 Bond Referendum. The Project will be paid for by proceeds from general obligation bonds and the sale of real estate.

Section 2. The following revenue is available to the City of High Point:

General Obligation Bond Proceeds	\$12,000,000
Sale of Real Estate	<u>500,000</u>
	\$12,500,000

Section 3. The following amounts are appropriated for the Project:

Center for Active Adults	\$12,500,000
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Section 4. The Financial Services Director is hereby directed to maintain a Capital Project with sufficient detail accounting records to allow compliance with G.S. 159-28 Budgetary accounting for appropriations

Section 5. Copies of this capital project ordinance shall be made available to the City Manager and the Financial Services Director for direction in carrying out this project."

Adopted by High Point City Council, this the 20th day of June 2023

Jay W. Wagner, Mayor

ATTEST

Sandra Keeney, City Clerk

HH ARCHITECTURE

~~June 2, 2023~~; Revised June 5, 2023

Lee Tillery
High Point Parks and Recreation Director
136 Northpoint Avenue
High Point, NC 27262

RE: High Point Center for Active Adults – Pre-Design
HH Project number: 23-028

Dear Mr. Tillery,

HH Architecture is pleased to present this proposal for Pre-Design services for the new High Point Center for Active Adults.

1) Pre-Design Scope

The proposed project includes the approximately 25,000 square foot Center for Active Adults. During the Pre-Design phase, the design team will explore up to three (3) options. The building(s) program will be established during the Pre-Design phase.

The project site will be at the parcel located at 503 James Road in the City of High Point. We understand that this site will include outdoor walking trails, athletic courts, internal vehicular drives, and parking.

The selection of one building concept will be determined at the end of Pre-Design. The construction budget will be determined after the Pre-Design Phase.

Architectural scope includes the following:

- Pre-Design
 - Conduct up to three (3) meetings with High Point Parks and Recreation staff.
 - Lead up to three (3) meetings with the public.
 - Conduct community input survey.
 - Work with staff to develop building(s) programmatic requirements such as sizes and functions of spaces.
 - Prepare up to three (3) concept plans for Owner review and selection.
 - Develop selected building option.
 - Provide rough order of magnitude opinion of cost for selected building option.
 - Assist with questions.
 - Submit to Owner for review and coordinate for approval.

Site/Civil scope includes the following:

- Engineer will complete the following tasks in the preparation of the Pre-Design document for the center:
 - Development of up to three (3) site concepts
 - Identification of development constraints (e.g., publicly available information regarding wetlands, streams, excessive slopes, etc.),
 - Location of existing public utilities based on public information,
 - Location of existing private utilities based on information provided by the Owner,
 - Location of potential roads/parking,
 - Location of potential trails,
 - Location of potential courts/fitness amenities/site amenities,
 - Locations for conceptual storm water management facilities,
 - Location for potential senior center,
 - Conceptual grading for senior center and vehicular drive and parking,
 - Conceptual construction cost estimates for proposed improvements, and
 - Plan sheets for presentation.
- Engineer will attend up to three (3) meetings with the Owner.
- Deliverables –
 - Engineer will provide a digital copy of the draft concepts for review and comment.

Senior Center Consultant scope includes the following:

- Consultant will meet with HH and the client team to review issues and options for the gathering of public input.
- Consultant will assist HH and the client team in planning and launching the public information gathering process via methods TBD.
- Consultant will draft a public input survey to be administered online by HH or the client, and assist in preparing press releases (or other materials) to promote awareness of and participation in the survey and other public input opportunities.
- Consultant will assist HH in developing a written summary to report public input findings.
- Consultant will participate in a meeting to review and reflect upon public input with the client team prior to launching the programming and design process.
- Consultant will lead programming meetings with HH and the client team **(in High Point)** focused on developing an appropriately detailed understanding of functional needs, goals, and priorities.
 - During this visit, Consultant will tour the existing senior center, look at the potential sites, and spend some time visiting with center patrons.
- Consultant will participate in the review of the draft program options with the client team, and subsequent revisions to finalize the preferred program elements.
- Consultant will attend a meeting with HH and the site design team to review opportunities, limitations and preferences for site layout and building footprint/placement.
- Consultant will actively participate with HH in the development and review of layout concepts for the building and site (including independent work if/when practical). Up to three (3) concepts will be developed.
- Consultant will participate with HH in the presentation/review of site and building layout concepts with the client team, and support implementation of revisions as needed to finalize the preferred concept.
- Consultant will provide input and review in the development of the concepts by HH, attend client meetings to review, support revisions as needed, and provide input and feedback on rendering images.
- Consultant will provide input to support the effective incorporation of special considerations in senior center and universal design in the development of the preliminary cost estimate and attend a client meeting to review the estimate.

- Consultant will participate in any value engineering effort deemed necessary to align the preliminary design with budget goals.

2) Fee

For the Pre-Design scope detailed above, we propose a lump sum fee of **One Hundred and Fifteen Thousand Dollars (\$115,000)**.

Reimbursable Expenses

We will bill additionally for reimbursable expenses at 1.25 times the cost. Reimbursable expenses include, but are not limited to:

- Printing costs
- Shipping costs
- Mileage
- Miscellaneous smaller reimbursables

3) Consultants:

For Civil Engineering, we propose:

Dewberry

Contact: Robert "Skip" Notte, PE, LEED AP
9300 Harris Corners Parkway, Suite 220
Charlotte, NC 28269
Phone: (704) 625-5088

For Senior Center Consulting, we propose:

Lifespan Design Studio

Contact: Doug Gallow, AIA, NCARB
554 Baxter Road
Loveland, OH 45140
Phone: 513-444-4877

4) Schedule:

For the Pre-Design scope detailed above, we propose a six (6) week duration.

5) Exclusions

Excluded Services, to be billed as Additional Services only if required:

- Significant scope changes beyond what is stated above.
- Additional meetings or focus groups beyond those included above.
- Photo realistic renderings
- Schematic Design, Design Development, Construction Document, Bidding Administration, and Construction Administration Services
- Boundary and Topographical Surveys, including Subsurface Utility Exploration (SUE) for onsite and offsite improvements.
- Phase I Environmental Investigation.
- Geotechnical Investigation and Report.
- Traffic Impact Analysis (TIA) Studies.
- Archeological or Historical Survey.

- Permit fees, development fees, site plan approval fees, nitrogen buy down credits or other fees by governing agencies are not provided within the quoted fees.
- Meetings or coordination with adjoining property owners or managers for the coordination of design or easements.
- LEED services for design, submittal or tracking.
- All other services not detailed in the scope above.

Please let me know if you need additional information. We are excited to begin this project.

Sincerely,

A handwritten signature in black ink that reads "Kristen M. Hess" followed by a period. The signature is written in a cursive, flowing style.

Kristen M. Hess, AIA, LEED AP
Principal

This proposal may be accepted and become a binding agreement only by this proposal being incorporated as an exhibit to a formal, written design contract executed by HH Architecture and the client. Prior to this proposal being incorporated as an exhibit to a formal, written design contract executed by HH Architecture and the client, HH Architecture may modify or withdraw this proposal in part or in whole.

CITY OF HIGH POINT

AGENDA ITEM



Title: EZGO Contract Extension

From: Lee Tillery –Parks and Recreation Director

Meeting Date: June 20, 2023

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Attachment A – EZGO Master Lease Contract
Attachment B – EZGO Cart Renewal – RXV Elite Lithium Carts
Attachment C – EZGO Cart Renewal – Hauler 800X Range/Beverage/Shuttle Carts
Attachment D – RXV Freedom Range Carts

PURPOSE: The extension of our golf cart lease program for both Oak Hollow and Blair Park golf courses with EZGO, Inc. for 59 months upon arrival of new fleet.

BACKGROUND: The golf cart lease program has been very successful the last fifteen years at both Oak Hollow and Blair Park. This contract with EZGO will allow us to continue this program for the next fifty-nine months in a more efficient manner with less impact on our courses. This lease includes 120 carts for both golf courses, two Ranger carts, along with a Range, Beverage and Shuttle cart for Oak Hollow. The notable change is the move to lithium batteries for all 120 carts at both courses. Lithium batteries utilize 50% less electricity, last three times longer than previous batteries and come with a 5-year warranty with unlimited use. The program will also furnish new charging stations at both courses to accommodate the new fleet and lithium batteries. The impact on the course and grounds will improve as well with these new carts weighing over 285 lbs. less than the current fleet. Finally, the agreement includes a detailed service contract that covers routine maintenance as well as assistance with major repairs needed throughout the duration of the contract.

BUDGET IMPACT: Funds for these services are included in the Parks and Recreation operating budget. Annual costs for both courses is \$208,149.96 with the total contract reflecting the 59-month lease of \$1,023,403.97. New lease payments will begin upon arrival of the new fleet in April/May 2024.

RECOMMENDATION / ACTION REQUESTED: Staff recommends City Council authorize a 59-month contract extension with EZGO for the Golf Cart Lease Program in the amount of \$1,023,403.97 and authorize the appropriate City Official(s) to execute all documents.

MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

Dated as of July 26, 2017

This Master Equipment Lease-Purchase Agreement (this "*Master Lease*") is made and entered into by and between PNC Equipment Finance, LLC ("*Lessor*") and the Lessee identified below ("*Lessee*").

Lessee: City of High Point, NC

1. Lease of Equipment.

Subject to the terms and conditions of this Master Lease, Lessor agrees to sell, transfer and lease to Lessee, and Lessee agrees to acquire, purchase and lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor. Each Schedule signed and delivered by Lessor and Lessee pursuant to this Master Lease shall constitute a separate and independent lease and installment purchase of the Equipment therein described. This Master Lease is not a commitment by Lessor or Lessee to enter into any Lease not currently in existence, and nothing in this Master Lease shall be construed to impose any obligation upon Lessor or Lessee to enter into any proposed Lease, it being understood that whether Lessor or Lessee enter into any proposed Lease shall be a decision solely within their respective discretion.

2. CERTAIN DEFINITIONS.

All terms defined in the Lease are equally applicable to both the singular and plural form of such terms. (a) "*Equipment*" means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (b) "*Lease*" means each Schedule and the terms and conditions of this Master Lease incorporated therein. (c) "*Lien*" means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person. (d) "*Schedule*" means each Lease Schedule signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented and, in the case of a Tax-Exempt Lease, in substantially the form attached to this Master Lease as *Lease Schedule A* or, in the case of a Taxable Lease, under which Lessee finances its acquisition and installment purchase of the related Equipment during the term of such Lease on a non-federally tax-exempt basis, in substantially the form attached to this Master Lease as *Lease Schedule B* or, in the case of a Taxable Lease under which Lessee rents the use of the Equipment for the term of the Lease subject to Lessee's right to exercise its option to purchase such Equipment for its fair market value, in substantially the form attached to this Master Lease as *Lease Schedule C*. (e) "*Taxable Lease*" means a Lease that is not a Tax-Exempt Lease. (f) "*Tax-Exempt Lease*" means a Lease for which the interest component of Rent Payments is excludible from gross income of the owner or owners thereof for federal income tax purposes.

3. LEASE TERM.

The term of each Lease ("*Lease Term*") commences on, and interest accrues from, the date identified in the related Schedule as the Commencement Date and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under such Lease.

4. RENT PAYMENTS.

4.1. For each Lease, Lessee agrees to pay to Lessor the rent payments ("*Rent Payments*") in the amounts and on the dates set forth in the *Payment Schedule A-1* attached to the Schedule (a "*Payment Schedule*"). A portion of each Rent Payment under a Tax-Exempt Lease is paid as and represents the payment of interest as set forth in the applicable Payment Schedule. Rent Payments under each Lease are payable out of the general and other funds of Lessee that are legally available therefor ("*Legally Available Funds*") in U.S. dollars, without notice or demand, at the office of Lessor identified below (or such other place as Lessor may designate from time to time in writing).

4.2. EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6 HEREOF, LESSEE'S OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER, INCLUDING (WITHOUT LIMITATION) BY REASON OF EQUIPMENT FAILURE, DISPUTES WITH THE VENDOR(S) OR MANUFACTURER(S) OF THE EQUIPMENT OR LESSOR, ACCIDENT OR ANY UNFORESEEN CIRCUMSTANCES.

4.3. **Lessor and Lessee understand and intend that the obligation of Lessee to pay Rent Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained in any Lease constitute a pledge of the full faith and credit or taxing power of Lessee.**

4.4. If Lessor receives any Rent Payment from Lessee after its due date, Lessee shall pay Lessor on demand from Legally Available Funds as a late charge 5% of such overdue amount, limited, however, to the maximum amount allowed by law.

5. DELIVERY; ACCEPTANCE; FUNDING CONDITIONS.

5.1. Lessee shall, at its sole expense, arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule ("*Location*") by Equipment suppliers ("*Suppliers*") selected by Lessee.

5.2. Lessee shall accept Equipment for purposes of the related Lease as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor the applicable Schedule. If Lessee signs and delivers a Schedule and if all Funding Conditions have been satisfied in full, then Lessor will (a) pay or cause to be paid the costs to acquire and install the Equipment as stated in the Schedule ("*Purchase Price*") to the applicable Supplier or (b) reimburse Lessee for all or any portion of the Purchase Price to the extent previously paid by Lessee, in either case as Lessee shall direct.

5.3. Lessor shall have no obligation to pay any Purchase Price unless all reasonable conditions established by Lessor ("*Funding Conditions*") have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered to Lessor the Schedule and its related Payment Schedule; (b) no Event of Default or Non-Appropriation Event shall have occurred and be continuing under any Lease; (c) no material adverse change shall have occurred in the financial condition of Lessee or any Supplier; (d) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor's Liens); (e) all representations of Lessee in the Lease remain true, accurate and complete; (f) the amount (if any) that Lessor may require in advance that Lessee apply to the payment of Equipment costs has been paid; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage or self-insurance required by the Lease; (2) an opinion of Lessee's counsel; (3) reasonably detailed invoices for the Equipment;

(4) Uniform Commercial Code (UCC) financing statements with respect to the Equipment; (5) to the extent applicable, certificates of title or certificates of origin (or applications therefor) noting Lessor's interest thereon; (6) real property waivers as Lessor may deem necessary; (7) copies of resolutions by Lessee's governing body, duly authorizing the Lease and incumbency certificates for the person(s) who will sign the Lease; (8) for a Tax-Exempt Lease only, such documents and certificates as Lessor may request relating to federal tax-exemption of interest payable under such Lease, including (without limitation) IRS Form 8038-G or 8038-GC and evidence of the adoption of a reimbursement resolution or other official action in the event that Lessee is to be reimbursed for expenditures that it has paid more than sixty days prior to the date on which the Funding Conditions are satisfied; and (9) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

6. TERMINATION UPON NON-APPROPRIATION EVENT.

6.1. For each Lease, Lessee represents and warrants that (a) it has appropriated and budgeted Legally Available Funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; (b) it currently intends to make Rent Payments for the full Lease Term as scheduled on the applicable Payment Schedule so long as funds are appropriated for each succeeding fiscal year by its governing body; and (c) during the ten fiscal years prior to the date of the applicable Lease, its governing body has not failed (for whatever reason) to appropriate amounts sufficient to pay its obligations that are subject to annual appropriation. Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated and made available therefor.

6.2. If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments and other amounts to be paid under a Lease in the next succeeding fiscal year, then a "*Non-Appropriation Event*" shall have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor written notice at least 30 days prior to the end of the then current fiscal year of such Non-Appropriation Event and provide written evidence of such failure by Lessee's governing body; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty or expense to Lessee, *provided*, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds shall have been appropriated, and *provided further*, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "*Return Date*" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.

7. NO WARRANTY BY LESSOR.

LESSEE ACQUIRES AND LEASES THE EQUIPMENT UNDER EACH LEASE "AS IS." LESSEE ACKNOWLEDGES THAT LESSOR DID NOT MANUFACTURE THE EQUIPMENT UNDER ANY LEASE. LESSOR DOES NOT REPRESENT THE MANUFACTURER, SUPPLIER, OWNER OR DEALER, AND LESSEE SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OR AS TO THE EQUIPMENT'S VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY. LESSEE AGREES THAT REGARDLESS OF CAUSE, LESSOR IS NOT RESPONSIBLE FOR, AND LESSEE WILL NOT MAKE ANY CLAIM AGAINST LESSOR FOR, ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT INCURRED BY LESSEE IN CONNECTION WITH THE EQUIPMENT UNDER ANY LEASE. NEITHER THE MANUFACTURER, SUPPLIER OR DEALER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE MANUFACTURER, SUPPLIER OR DEALER IS LESSOR'S AGENT OR HAS ANY AUTHORITY TO SPEAK FOR LESSOR OR TO BIND LESSOR IN ANY WAY. For and during the Lease Term under each Lease, Lessor assigns to Lessee any manufacturer's or Supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection

with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee's specifications from Suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

8. TITLE; SECURITY INTEREST.

8.1. Upon Lessee's acceptance of any Equipment under a Lease, title to such Equipment shall vest in Lessee, subject to Lessor's security interest therein and all of Lessor's other rights under such Lease including, without limitation, Sections 6, 20 and 21 hereof.

8.2. As collateral security for Lessee's obligations to pay all Rent Payments and all other amounts due and payable under each Lease and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due or existing or hereafter arising) of Lessee under such Lease, Lessee hereby grants to Lessor a first priority, exclusive security interest in any and all of the Equipment (now existing or hereafter acquired) under each Lease and any and all proceeds thereof. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, Uniform Commercial Code (UCC) financing statements and any amendments thereto and certificates of title or certificates of origin (or applications thereof) noting Lessor's interest thereon.

9. PERSONAL PROPERTY.

All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

10. MAINTENANCE AND OPERATION.

Lessee shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order, in accordance with manufacturer's instructions, and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; (b) use and operate all Equipment solely for the purpose of performing one or more governmental functions of Lessee and in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements; and (c) comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements ("*Improvements*") to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment.

11. LOCATION; INSPECTION.

Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

12. LIENS, SUBLEASES AND TAXES.

12.1. Lessee shall keep all Equipment free and clear of all Liens except those Liens created under each Lease. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

12.2. Lessee shall pay when due all Taxes that may now or hereafter be imposed upon: any Equipment or its ownership, leasing, rental, sale, purchase, possession or use; any Lease; or any Rent Payments or any other payments due under any Lease. If Lessee fails to pay such Taxes when due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. "*Taxes*" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes and (b) interest, penalties or fines on any of the foregoing.

13. RISK OF LOSS.

13.1. Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("*Casualty Loss*"). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 13.

13.2. If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

13.3. If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("*Lost Equipment*"), then Lessee shall either: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens) and deliver to Lessor a purchase order, bill of sale or other evidence of sale to Lessee covering the replacement equipment, in which event such replacement equipment shall automatically be Equipment under the applicable Lease, or (b) on the next scheduled Rent Payment due date, pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payment due on such date, plus (ii) an amount equal to the applicable Termination Value set forth in the Payment Schedule to the applicable Lease. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Termination Value to be paid by Lessee with respect to the Lost Equipment.

13.4. Lessee shall bear the risk of loss for, shall pay directly and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in

accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

14. INSURANCE.

14.1. (a) Lessee at its sole expense shall at all times keep all Equipment insured against all risks of loss or damage from every cause whatsoever (including collision in the case of vehicles) for an amount not less than the Termination Value of the Equipment under each Lease. Lessor shall be named as loss payee with respect to all insurance covering damage to or loss of any Equipment, and the proceeds of any such insurance shall be payable to Lessor as loss payee to be applied as provided in Section 13.3. (b) The Total Amount Financed as set forth on the applicable Payment Schedule does not include the payment of any premium for any liability insurance coverage for bodily injury and/or property damage caused to others and no such insurance will be purchased by Lessor. (c) Lessee at its sole expense shall at all times carry public liability and property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Lessor shall be named as additional insured with respect to all such public liability and property damage insurance, and the proceeds of any such insurance shall be payable first to Lessor as additional insured to the extent of its liability, and then to Lessee.

14.2. All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. Each insurance policy will require that the insurer give Lessor at least 30 days' prior written notice of any cancellation of such policy and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

14.3. If Lessee is self-insured under an actuarially sound self-insurance program that is acceptable to Lessor with respect to equipment such as the Equipment under a Lease, Lessee shall maintain during the Lease Term of such Lease such actuarially sound self-insurance program and shall provide evidence thereof in form and substance satisfactory to Lessor.

15. PURCHASE OPTION.

Upon 30 days' prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than all, of the Equipment subject to a Lease on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) plus the Termination Value set forth on the Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment "AS-IS, WHERE-IS," without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.

16. LESSEE'S REPRESENTATIONS AND WARRANTIES.

With respect to each Lease and the Equipment subject thereto, Lessee hereby represents and warrants to Lessor that:

(a) Lessee has full power, authority and legal right to execute and deliver the Lease and to perform its obligations under the Lease, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body;

(b) the Lease has been duly authorized, executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms;

(c) the Lease is authorized under, and the authorization, execution and delivery of the Lease complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders;

(d) the execution, delivery and performance by Lessee of its obligations under the Lease will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected;

(e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature that may have a material adverse effect on Lessee's ability to perform its obligations under the Lease; and

(f) Lessee is duly organized and legally existing as a political subdivision, municipal corporation or similar public entity under the Constitution and laws of the State in which it is located and will do or cause to be done all things necessary to preserve and keep in full force and affect its existence as such.

17. TAX COVENANTS APPLICABLE ONLY TO TAX-EXEMPT LEASES; TAX INDEMNITY PAYMENTS.

Lessee hereby covenants and agrees that:

(a) The parties anticipate that Lessor can exclude the interest component of the Rent Payments under each Tax-Exempt Lease from federal gross income. Lessee covenants and agrees with respect to each Tax-Exempt Lease that it will (i) complete and timely file an information reporting return with the Internal Revenue Service ("IRS") in accordance with Section 149(e) of the Internal Revenue Code of 1986 (the "Code"); (ii) not permit the Equipment to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code including, without limitation, use by private persons or entities pursuant to contractual arrangements which do not satisfy IRS guidelines for permitted management contracts, as the same may be amended from time to time; and (iii) comply with all provisions and regulations applicable to establishing and maintaining the excludability of the interest component of the Rent Payments under each Tax-Exempt Lease from federal gross income pursuant to Section 103 of the Code.

(b) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not unreasonably withhold, that Lessor may not exclude the interest component of any Rent Payment under a Tax-Exempt Lease from federal gross income because Lessee breached a covenant contained herein, then Lessee shall pay to Lessor, within 30 days after Lessor notifies Lessee of such determination, the amount which, with respect to Rent Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all Rent Payments under such Tax-Exempt Lease due through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after-tax yield on the transaction evidenced by such Tax-Exempt Lease (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event with respect to a Tax-Exempt Lease, it shall pay additional rent to Lessor on each succeeding Rent Payment due date in such amount as will maintain such after-tax yield to Lessor. Lessor's determination of the amount necessary to maintain its after-tax yield as provided in this subsection (b) shall be conclusive (absent manifest error). Notwithstanding anything in a Tax-Exempt Lease to the contrary, any payment that Lessee is required to make pursuant to this subsection (b) shall be made only from Legally Available Funds.

This Section 17 shall be inapplicable and of no force or effect with respect to any Taxable Lease.

18. ASSIGNMENT.

18.1. Lessee shall not sell, assign, transfer, pledge, hypothecate or grant any Lien on, nor otherwise dispose of, any Lease or any Equipment or any interest in any Lease or Equipment.

18.2. Lessor may assign its rights, title and interest in and to any Lease or any Equipment, and/or may grant or assign a security interest in any Lease and its Equipment, in whole or in part, to any party at any time and from time to time without Lessee's consent. Any such assignee or lien holder (an "*Assignee*") shall have all of the rights of Lessor under the applicable Lease. LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR. Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease or its Equipment shall be enforceable against Lessee only after Lessee receives a written notice of assignment that discloses the name and address of each such Assignee. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code with respect to Tax-Exempt Leases and Section 163(f) of the Code with respect to Taxable Leases. Lessee agrees to acknowledge in writing any such assignments if so requested.

18.3. Subject to the foregoing, each Lease inures to the benefit of and is binding upon the successors and assigns of the parties hereto.

19. EVENTS OF DEFAULT.

For each Lease, "*Event of Default*" means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Section 12.1, 14 or 18.1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within 30 days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency, moratorium or similar law; or (f) Lessee shall be in default under any other Lease or under any other financing agreement executed at any time with Lessor.

20. REMEDIES.

If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all amounts then currently due under all Leases and all remaining Rent Payments due under all Leases during the fiscal year in effect when the default occurs together with accrued interest on such amounts at the respective rates provided in such Leases from the date of Lessor's demand for such payment;

(b) Lessor may require Lessee to promptly return all Equipment to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess such Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession;

(c) Lessor may sell, lease or otherwise dispose of any Equipment, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall apply the entire proceeds of such disposition as follows: *first*, to pay costs that Lessor has incurred in connection with exercising its remedies; *second*, to payment of amounts that are payable by Lessee under clause (a) above; and *then* to payment of the Termination Value set forth in the applicable Payment Schedule for the last Rent Payment due date for the fiscal year in which the related default occurs; *provided, however*, that any disposition proceeds in excess of payment of all of the foregoing amounts shall be paid promptly by Lessor to Lessee;

(d) Lessor may terminate, cancel or rescind any Lease as to any and all Equipment;

(e) Lessor may exercise any other right, remedy or privilege that may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations under any Lease; and/or

(f) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this Section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

21. RETURN OF EQUIPMENT.

If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Section 6 or 20 hereof, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessor's notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.

22. LAW GOVERNING; UCC ARTICLE 2A WAIVER.

(a) Each Lease shall be governed by the laws of the state in which Lessee is located (the "State").

(b) Lessee hereby willingly and knowingly waives any rights or remedies to which it may otherwise be entitled under Sections 508 through 522, inclusive, of Article 2A of the Uniform Commercial Code in effect in the State.

23. NOTICES.

All notices to be given under any Lease shall be made in writing and either personally delivered or mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notices shall be deemed to have been received five (5) days subsequent to mailing if sent by regular or certified mail, or on the next business day if sent by overnight courier, or on the day of delivery if delivered personally.

24. FINANCIAL INFORMATION; INDEMNITY; POWER OF ATTORNEY.

24.1. Within 30 days after their completion for each fiscal year of Lessee during any Lease Term, Lessee will deliver to Lessor upon Lessor's request the publicly available annual financial information of Lessee.

24.2. To the extent authorized by the laws of the State, Lessee shall indemnify, hold harmless and, if Lessor requests, defend Lessor and its shareholders, affiliates, employees, dealers and agents against all Claims directly or indirectly arising out of or connected with (a) the manufacture, installation, use, lease, possession or delivery of the Equipment, (b) any defects in the Equipment or any wrongful act or omission of Lessee or its employees and agents, or (c) any claims of alleged breach by Lessee of any Lease or any related document. "Claims" means all losses, liabilities, damages, penalties, expenses (including attorney's fees and costs), claims, actions and suits, whether in contract, tort or otherwise. Notwithstanding anything in any Lease to the contrary, any indemnity amount payable by Lessee as provided in this Section 24.2 shall be payable solely from Legally Available Funds.

24.3. Lessee hereby appoints Lessor its true and lawful attorney-in-fact (with full power of substitution) to prepare any instrument, certificate of title or financing statement covering the Equipment or otherwise protecting Lessor's interest in the Equipment; and to make claims for, receive payment of and execute and endorse all documents, checks or drafts for loss, theft, damage or destruction to the Equipment under any insurance.

25. ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE LAW COMPLIANCE.

Lessee represents and warrants to Lessor, as of the date of this Master Lease, the date of each advance of proceeds pursuant to this Master Lease, the date of any renewal, extension or modification of this Master Lease or any Lease, and at all times until this Master Lease and each Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Country or in the possession, custody or control of a Sanctioned Person; or (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of any Lease will not be used to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (c) the funds used to repay any Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or

transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws. Lessee covenants and agrees that it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event.

As used herein: "Anti-Terrorism Laws" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "Compliance Authority" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "Covered Entity" means Lessee, its affiliates and subsidiaries, all guarantors, pledgors of collateral, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Master Lease or any Lease; "Reportable Compliance Event" means that any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; "Sanctioned Country" means a country subject to a sanctions program maintained by any Compliance Authority; and "Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

26. USA PATRIOT ACT NOTICE.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.

27. SECTION HEADINGS.

All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

28. EXECUTION IN COUNTERPARTS.

This Master Lease and each Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument; *provided, however*, that only Counterpart No. 1 of each Lease (including the terms and conditions of this Master Lease incorporated therein by reference) shall constitute chattel paper for purposes of the applicable Uniform Commercial Code.

29. ENTIRE AGREEMENT; WRITTEN AMENDMENTS.

Each Lease and other documents or instruments executed by Lessee and Lessor in connection therewith constitute the entire agreement between the parties with respect to the lease of the Equipment covered thereby, and

such Lease shall not be modified, amended, altered or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

30. HEAVY-DUTY VEHICLE GREENHOUSE GAS EMISSION REDUCTION REGULATION.

(a) If the equipment leased pursuant to the Lease is a tractor, the Lessee of this heavy-duty tractor understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the heavy-duty tractor must be compliant with Sections 95300-95312, Title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure this heavy-duty tractor is compliant. The regulations may require this heavy-duty tractor to have low-rolling-resistance tires that are U.S. Environmental Protection Agency (U.S. EPA) SmartWay Verified Technologies prior to current or future use in California, or may entirely prohibit use of this tractor in California if it is a model year 2011 or later tractor and is not a U.S. EPA SmartWay Certified Tractor.

(b) If the equipment leased pursuant to the Lease is a trailer, the Lessee of this box-type trailer understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the box-type trailer must be compliant with Sections 95300-95312, Title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure this box-type trailer is compliant. The regulations may require this trailer to have low-rolling-resistance tires and aerodynamic technologies that are U.S. Environmental Protection Agency SmartWay Verified Technologies prior to current or future use in California.

(c) Notwithstanding anything in the Lease to the contrary, the Lease does not prohibit the Lessee from modifying the trailer, at Lessee's cost, to be compliant with the requirements of the California Heavy-Duty Vehicle Greenhouse Gas Emission Reduction Regulation.

31. IMPORTANT INFORMATION ABOUT PHONE CALLS.

By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

City of High Point, NC,
as Lessee

PNC Equipment Finance, LLC,
as Lessor


Authorized Signature

Gregory Demko
Printed Name

City Manager
Title


Authorized Signature

Michelle Gibbs
Printed Name
Vice President

Title

The Best Will Always Have Our
Name On It.



PREPARED FOR: The City of High
Point



Partner with the Industry Leader.



ELITE
LITHIUM



ADVANCED
INTELLIBRAKE™
TECHNOLOGY

March 30, 2023

Colten Marble
3400 NORTH CENTENNIAL DRIVE
HIGH POINT, 27265

Dear Colten Marble,

E-Z-GO® is honored to prepare this exclusive proposal for and its members. Since 1954, E-Z-GO has been at the forefront of innovation, reliability and service for the last 70 years. We are committed to providing our customers with vehicle solutions that exceed expectations and perform to the demands of your facilities.

E-Z-GO and Cushman® vehicles are manufactured with purpose in mind. We have taken the golf car industry by storm with technologies such as the Samsung Powered ELiTE Lithium batteries, a first-of-its-kind EX1 gas engine, and our Textron Fleet Management systems. These technologies, paired with our reliable fleet and utility vehicle options, provide an experience refined to elevate and improve any course to a premium caliber.

The E-Z-GO and Cushman advantage goes far beyond our products. You'll gain access to a level of service and support unsurpassed in the industry, through the largest fleet of factory direct service technicians, our strong network of factory-owned branch locations and authorized distributors.

Through highly reputable regional sponsorships, professional golfers and industry partners, we are dedicated to advancing the game of golf and the industry that fuels it.

Our constant pursuit for innovation, performance and customer service elevated our name to the premium provider in the industry. We're committed to the game and will never stop looking for what's next. Never settling has put our products on the most prestigious courses and facilities in the world so if you're looking for the best, E-Z-GO and Cushman have you covered.

As you review the enclosed materials, please do not hesitate to contact me with additional questions. I look forward to hearing from you soon, and to serving you at .

With sincere appreciation,

Dennis Brouillard
Sales Rep
dbrouillard@textron.com







HAULER 800X GAS

STANDARD FEATURES

13.5-HP EFI GAS ENGINE	800-LB VEHICLE LOAD CAPACITY	FUNCTIONAL DASHBOARD WITH STORAGE
8.4-CU-FT CARGO BED	HEADLIGHTS & BRUSHGUARD	LIFTED SUSPENSION

ACCESSORIES

Body Color Bright White	1
Side Decals Matte Black (no decal)	1
Contoured Seat Grey	1
K500 20 x 8-10, 6 Ply Rated, Black Wheel	1
Two Wheel Mechanical Brakes	1
Brush Guard	1
Comfort Grip Steering Wheel with Scorecard Holder	1
Halogen Headlights	1
Fuel/Oil Gauge	1
Plastic Bed Box (Manual Lift)	1
Ball Cage - ROPS Certified	1
Easy Picker Range Picker Adapter (* Brushguard not included when adapter or ball cage is picked)	1
Freight	1



HAULER 800X GAS

STANDARD FEATURES

13.5-HP EFI GAS ENGINE	800-LB VEHICLE LOAD CAPACITY	FUNCTIONAL DASHBOARD WITH STORAGE
8.4-CU-FT CARGO BED	HEADLIGHTS & BRUSHGUARD	LIFTED SUSPENSION

ACCESSORIES

Body Color Bright White	1
Side Decals Bright White	1
Contoured Seat Grey	1
K500 20 x 8-10, 6 Ply Rated, Black Wheel	1
10" Silver Wheelcover (Set of 4)	1
Two Wheel Mechanical Brakes	1
Brush Guard	1
Comfort Grip Steering Wheel with Scorecard Holder	1
Halogen Headlights	1
Fuel/Oil Gauge	1
Plastic Bed Box (Manual Lift)	1
Sun Canopy Top, Plastic, Black	1
Windshield, Fold Down	1
Drop In Refresher w/ Consumable Ice Tray	1
Freight	1



EXPRESS S4 GAS

STANDARD FEATURES

13.5-HP EFI GAS ENGINE	ELECTRIC METER GAUGE	FUNCTIONAL DASHBOARD WITH STORAGE
LED HEADLIGHTS	PREMIUM STEERING WHEEL	CONVERTIBLE REAR SEAT KIT

ACCESSORIES

Body Color Bright White	1
Stitched Seat, Gray on Black	1
Plastic Rear Facing Flip Seat with Enclosed Storage	1
MT Paramount, 23x10-14, Radial, SPDR Alloy Wheel	1
Premium Steering Wheel	1
Fuel Gauge	1
LED Headlights	1
Windshield, Fold Down, Fits 54", 80", 116" Canopy	1
Sun Canopy, 80" Black	1
Freight	1



FAIR MARKET VALUE LEASE

✓	YEAR	MODEL	QTY	TERM	CAR/MONTH	TOTAL MONTHLY PRICE
	2023	Hauler 800X Gas Range Picker	1	59 Month	\$229.23	\$229.23
					MONTHLY AMOUNT	\$229.23

FAIR MARKET VALUE LEASE 2

✓	YEAR	MODEL	QTY	TERM	CAR/MONTH	TOTAL MONTHLY PRICE
	2023	Hauler 800X Gas Beverage Unit	1	59 Month	\$222.94	\$222.94
					MONTHLY AMOUNT	\$222.94

FAIR MARKET VALUE LEASE 3

✓	YEAR	MODEL	QTY	TERM	CAR/MONTH	TOTAL MONTHLY PRICE
	2023	Express S4 Gas Shuttle	1	59 Month	\$195.32	\$195.32
					MONTHLY AMOUNT	\$195.32

PROGRAM DETAILS

NUMBER OF PAYMENTS PER YEAR	PAYMENT MONTHS	DELIVERY	FIRST PAYMENT
12	Jan-Dec	Nov. 2023	Dec 2023

CURRENT LEASE CONDITIONS

Upon acceptance of this proposal, current lease schedule(s) **1163199-1 will be terminated after **Oct 14, 2023** payment has been made provided the lease is current and in good standing.

**This last payment date is subject to change due to shifts in the delivery timeline. Unless otherwise stated, the last payment will coincide with the month of the new delivery. EZGO will work with The City of High Point on the current lease on a month to month basis to coincide with delivery.

SPECIAL CONSIDERATIONS for The City of High Point:

**This Agreement and pricing is in Conjunction with the National IPA Omnia Purchasing Contract in which The City of High Point is a Participating Member.

City of High Point member # 4023750.

** EZGO will include a Service Contract at no charge to maintain the carts weekly as previously done with past contracts.

E-Z-GO at its discretion reserves the right to offer an early fleet roll option. To receive an early roll, must enter into a new lease or purchase agreement with E-Z-GO and the existing lease must be current and in good standing. E-Z-GO and the existing lease must be current and in good standing. While it's our intent to hold this pricing, pricing is subject to change due to factors that are beyond the control of E-Z-GO. Final interest rates and pricing will be determined 90 days prior to delivery."

NOTE: All goods ordered in error by the Customer or goods the Customer wishes to return are subject to a restock fee. The restock fee is 3% of the original invoice value of the goods. Prices quoted above are those currently in effect and are guaranteed subject to acceptance within 45 days of the date of this proposal. Applicable state taxes, local taxes, and insurance are not included. Lease rates may change if alternate financing is required. Payment schedule(s) does not include any finance, documentation, or initiation fees that may be included with the first payment. All lease cars and trades must be in running condition and a fleet inspection will be performed prior to pick up. It is the club's responsibility to either repair damages noted or pay for the repairs to be completed. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval. Any change to the accessory list must be obtained in writing at least 45 days prior to production date.

E-Z-GO

Accepted by: _____

Accepted by: _____

Title: _____

Title: _____ Sales Rep _____

Date: _____

Date: _____





The Best Will Always Have Our
Name On It.



PREPARED FOR: The City of High
Point



Partner with the Industry Leader.



ELITE
LITHIUM

EX



ADVANCED
INTELLIBRAKE™
TECHNOLOGY

EZGO®

C CUSHMAN®

RXV FREEDOM GAS

STANDARD FEATURES

BEST-IN-CLASS-FUEL ECONOMY

A SMOOTH, QUIET REFINED RIDE

INTEGRATED STARTER/GENERATOR

2-YEAR OIL CHANGE INTERVALS

LOWEST COST OF OPERATION

GREENEST GAS ENGINE

ACCESSORIES

Body Color Ivory	2
2024 Model Year	2
Standard Seat Grey	2
Hole-in-One 18 x 8.50 - 8 (4 Ply Rated) - (Set of 4)	2
Spoke, Silver (Set of 4)	2
Premium Steering Wheel	2
Fuel Gauge	2
USB Port	2
High Capacity 12V Battery	2
Sand Bottle (Single)	4
Message Holder	2
Sun Canopy, 54" Black	2
Windshield, Fold Down	2
Bag Cover Kit (Black)	2
Custom Logo/Decals	2
Freight	2



FAIR MARKET VALUE LEASE

✓	YEAR	MODEL	QTY	TERM	CAR/MONTH	TOTAL MONTHLY PRICE
	2024	RXV Freedom Gas for Ranger	2	59 Month	\$105.17	\$210.34
					MONTHLY AMOUNT	\$210.34

PROGRAM DETAILS

NUMBER OF PAYMENTS PER YEAR	PAYMENT MONTHS	DELIVERY	FIRST PAYMENT
12	Jan-Dec	Jan 2024	Feb 2024

CURRENT LEASE CONDITIONS

Upon acceptance of this proposal, current lease schedule(s) **1163199-2 will be terminated after **Dec 14, 2023** payment has been made provided the lease is current and in good standing.

**This last payment date is subject to change due to shifts in the delivery timeline. Unless otherwise stated, the last payment will coincide with the month of the new delivery. EZGO will work with The City of High Point on the current lease on a month to month basis to coincide with delivery.

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E-Z-GO

Accepted by: _____

Title: _____

Date: _____

Accepted by: _____

Title: _____ Sales Rep _____

Date: _____





The Best Will Always Have Our
Name On It.



PREPARED FOR: The City of High
Point



Partner with the Industry Leader.



ELITE
LITHIUM



ADVANCED
INTELLIBRAKE™
TECHNOLOGY

March 28, 2023

Colten Marble
3400 NORTH CENTENNIAL DRIVE
HIGH POINT, 27265

Dear Colten Marble,

E-Z-GO® is honored to prepare this exclusive proposal for and its members. Since 1954, E-Z-GO has been at the forefront of innovation, reliability and service for the last 70 years. We are committed to providing our customers with vehicle solutions that exceed expectations and perform to the demands of your facilities.

E-Z-GO and Cushman® vehicles are manufactured with purpose in mind. We have taken the golf car industry by storm with technologies such as the Samsung Powered ELiTE Lithium batteries, a first-of-its-kind EX1 gas engine, and our Textron Fleet Management systems. These technologies, paired with our reliable fleet and utility vehicle options, provide an experience refined to elevate and improve any course to a premium caliber.

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As you review the enclosed materials, please do not hesitate to contact me with additional questions. I look forward to hearing from you soon, and to serving you at .

With sincere appreciation,

Dennis Brouillard
Sales Rep
dbrouillard@textron.com



RXV ELITE

STANDARD FEATURES

5-YR Lithium Battery Warranty	ZERO MAINTENANCE BATTERIES	ADVANCED INTELLIBRAKE TECHNOLOGY
SAMSUNG SDI LITHIUM BATTERIES	UNBEATABLE ENERGY EFFICIENCY	LOWEST COST OF OPERATIONS

ACCESSORIES

Body Color Ivory	120
2024 Model Year	120
Standard Seat Grey	120
Hole-in-One 18 x 8.50 - 8 (4 Ply Rated) - (Set of 4)	120
Spoke, Silver (Set of 4)	120
USB Port	120
Light World Charger, ELiTE (3 m [10 ft] Cord)	120
Sand Bottle (Single)	240
Message Holder	120
Bag Cover Kit (Black)	120
Sun Canopy, 54" Black	120
Windshield, Fold Down	120
Custom Logo/Decals	120
Parts Package	1
Freight	120



FAIR MARKET VALUE LEASE

✓	YEAR	MODEL	QTY	TERM	CAR/MONTH	TOTAL MONTHLY PRICE
	2024	RXV ELiTE Lithium	120	59 Month	\$137.40	\$16,488.00
					MONTHLY AMOUNT	\$16,488.00

PROGRAM DETAILS

NUMBER OF PAYMENTS PER YEAR	PAYMENT MONTHS	DELIVERY	FIRST PAYMENT
12	Jan-Dec	Jan 2024	Feb 2024

CURRENT LEASE CONDITIONS

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E-Z-GO

Accepted by: _____

Accepted by: _____

Title: _____

Title: _____ Sales Rep _____

Date:

Date:





CITY OF HIGH POINT

AGENDA ITEM



Title: Waterview Pump Station Forcemain Extension, Change Order No. 3

From: Robby Stone – Public Services Director
Derrick Boone – Public Services Asst. Director

Meeting Date: June 20, 2023

Public Hearing: N/A

Advertising Date: March 18, 2022
Advertised By: Purchasing

Attachments: Attachment A – Change Order No. 3

PURPOSE: To approve Change Order #3 to Baker Underground Inc for additional items that occurred outside of the scope of the original contract for the Waterview Pump Station Forcemain Extension Project.

BACKGROUND: The purpose of the of the forcemain extension project is to increase the capacity of the Waterview Pump Station. City Council approved the original contract on May 2, 2022, to Baker Underground Inc for the amount of \$2,767,305.00. There have been two additional change orders for the project.

Change Order #3 includes additional costs associated with the following:

- Stormwater drainage improvements along Penny Road on each side of Sunnyvale Drive.
- The installation of the line stop and pipe harnesses on existing and proposed 16” force main at the tie-in location (Whites Mill and Skeet Club), and additional work.
- Horizontal directional drilling (HDD) of the force main across Eastchester Drive and along Skeet Club Road encountered a 175’ of rock.
- A re-stocking fee for specialized ductile iron fittings, which were deleted from the project by HDD installation at Penny Road.

Change Order #3 also includes an additional 45 calendar days to the contract.

BUDGET IMPACT: Funds for this project are available in the FY 2022-2023 budget.

RECOMMENDATION / ACTION REQUESTED: Public Services is recommending that Council approve Change Order No. 3 to Baker Underground Inc. in the amount of \$165,610.39, and a 45-day extension to the contract end date. Upon approval of Change Order No. 3, the new total contract amount will be increased to \$3,415,063.81 and the adjusted contract completion date will be July 21, 2023.

CHANGE ORDER NO.: 3

Owner: **City of High Point** Owner's Project No.:
 Engineer: **Davis-Martin-Powell** Engineer's Project No.: **200077**
 Contractor: **Baker Underground, Inc.** Contractor's Project No.:
 Project: **Waterview Pump Station Forcemain Extension**
 Contract Name:
 Date Issued: **June 5, 2023** Effective Date of Change Order: **Date signed by Owner**

The Contract is modified as follows upon execution of this Change Order:

Description: **Additional costs associated with: 1) At Sunnyvale Drive: Remove and dispose of ex. 18" CMP, install new 18" RCP, regrade ditch lines along Penny Road on each side of Sunnyvale Drive and place rip-rap in ditches; 2) Where prop. force main ties into ex. force main at Skeet Club Road: install pipe harnesses on existing and prop. force main at the tie-in location; install 16" line stop on existing force main, including mobilization, demo, pipe preparation, installation, removal and pumping; remove and reinstall ex. 15" RCP in conflict with existing force main and pour concrete collar; flowable fill for trench backfill and under asphalt pavement and curb & gutter replacement; 3) For the HDD force main installation across Eastchester Drive and along Skeet Club Road, 175' was in rock which was \$510 per linear foot more than the unit price for HDD installation in soil; 4) Re-stocking fee for specialized ductile iron fittings, which were deleted from the project by HDD installation at Penny Road.**

Attachments: **1) Cost breakdown from Contractor**

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 2,767,305.00		Substantial Completion: _____	
		Ready for final payment: 210 Calendar Days	
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 2:		[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 2:	
\$ 482,148.42		Substantial Completion: _____	
		Ready for final payment: 70 Calendar Days	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 3,249,453.42		Substantial Completion: _____	
		Ready for final payment: 280 Calendar Days	
[Increase] [Decrease] this Change Order:		[Increase] [Decrease] this Change Order:	
\$ 165,610.39		Substantial Completion: _____	
		Ready for final payment: 45 Calendar Days	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 3,415,063.81		Substantial Completion: _____	
		Ready for final payment: 325 Calendar Days	

Recommended: **Davis-Martin-Powell**
 By: Andrew P. Larrick
 Title: **Andrew P. Larrick, PE – Project Manager**
 Date: **06/06/2023**

Authorized: **City of High Point**

By: _____
 Title: _____
 Date: _____

Accepted: **Baker Underground, Inc.**

David R. Baker
 David R. Baker - President
 06/06/2023

Approved by Funding Agency (if applicable)

Baker Underground

422 West Mountain Street Suite A
Kernersville, NC 27284
336-515-4017

CO 3

6/5/2023

To:

Davis Martin Powell
Att: Andy Larrick
6415 Old Plank Road
High Point, NC 27265

Project:

City of High Point
Waterview Forcemain Extension

Office 336.886.4821x281
Mobile

Description	Qty	U/M	Unit Price	Total
RCP and Additional Grading- Sunnyvale Drive	1	LS	\$ 18,641.04	\$ 18,641.04
Pipe Harness- at tie-in location, each leg of pipe	2	EA	\$ 3,700.00	\$ 7,400.00
Line stop- Mob., Demo, Pipe Prep, Installation, Removal, Pumping	1	LS	\$ 23,460.00	\$ 23,460.00
16 FPVC , installed by HDD in Rock***	175	LF	\$ 510.00	\$ 89,250.00
15" RCP in Conflict w Ex FM- Removal, Installation, Concrete Collar	1	LS	\$ 4,670.00	\$ 4,670.00
Specialized Fittings- Ordered for this Project, VE'd Out (Net of Restock- 50%)	1	LS	\$ 10,012.00	\$ 10,012.00
Flowable Fill for trench backfill, paving and curb	25.5	CY	\$ 400.00	\$ 10,200.00
Additional Bond (1.2% on \$164,778.77)	\$ 164,778.77	1.20%	%	\$ 1,977.35
Taxes are excluded in this proposal				
TOTAL Proposal				\$ 165,610.39

Installation of this additional work will require an additional 45 calendar days to complete the contracted project.

Questions about this proposal should be directed to:
David Baker, 336-399-4086, davidb@bakerug.com

CITY OF HIGH POINT

AGENDA ITEM

**Title: Contract with Security Solutions of America for Security Services****From:** Lorrie Russell, Library Assistant Director**Meeting Date:** June 20, 2023**Public Hearing:** n/a**Advertising Date:** 4/14/23**Advertised By:** Purchasing**Attachments:** RFP; Bid Recommendation

PURPOSE: To contract with a security guard service company that will provide unarmed guards for the High Point Public Library during operating hours and for special after-hours events as needed. The guards will be responsible for making sure all library users comply with the library's code of conduct and guidelines for use.

BACKGROUND: The Library is a three-story facility with over 83,000 square feet of space, and the campus covers almost a full city block. It is open to the public seven days a week, and currently sees approximately 500 users per day. Security guards are needed to ensure the safety of staff and customers and assist with enforcing the code of conduct and guidelines for use. This is a three-year contract beginning after July 1, 2023, with the option to renew for two additional one-year periods if terms and pricing are agreeable to both parties.

BUDGET IMPACT: Total estimated cost is \$96,025.

RECOMMENDATION / ACTION REQUESTED: Council is requested to award a contract for security services at the High Point Public Library with Security Solutions of America, in the amount of \$96,025 per year, for a three-year period beginning after July 1, 2023 and authorize the appropriate City Official(s) to execute all necessary documents.



**RFP RECOMMENDATION REQUEST
FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

RFP NO.:

DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO:

AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD:

DATE:

The Purchasing Division concurs with recommendation submitted by the and
recommends award to in the amount of \$.

PURCHASING MANAGER:

DATE:

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR:

DATE:

CITY MANAGER:

DATE:



**Security
Solutions
of America**

“What Matters to You, Matters to Us”

A PROPOSAL FOR SECURITY SERVICE

For

High Point Library

Presented by: Daniel Brock
Security Solutions of America
daniel.brock@ss-aa.com
919-600-0852



May 16, 2023

Libby Rush
The Library
816 East Green Drive
High Point, NC 27260

Subject: Unarmed Security Guard Services

Dear Ms. Rush:

Security Solutions of America ("SSOA") is pleased to present this proposal to the City of High Point ("the Library") for unarmed security guard services.

Our proposal will demonstrate that our approach to providing the highest quality service will benefit the Library by providing a safe environment for your employees and visitors. What sets us apart, however, is our belief in maintaining the dignity and respect to every individual without sacrificing the safety of those we are charged with protecting.

We are able to deliver on our promise of exceptional service because we have developed a comprehensive process to locate, train, and support our officers throughout their assignment. From the beginning of the contract period, we will look to build our relationship with the Library. We will build a true partnership through regular communications between our teams. This will help to ensure that the procedures in place are working properly as well as allow us to identify potential opportunities for improvement.

Our commitment to upholding the highest standards of ethics is what sets us apart from the competition. All our employees from senior executives to front line employees are expected to observe the highest standards of integrity in how we conduct our business. Our Code of Business Ethics provides our team a framework within which all business practices involving SSOA are conducted, managed, and regulated.

We thank you for the opportunity to participate in this process. Should you require additional information or have any questions, please use the below contact information:

Daniel Brock, Regional Vice President
Security Solutions of America
Email: daniel.brock@ss-oa.com
Phone: 900-600-0852



REQUEST FOR PROPOSALS

Security Services-Library

April 14, 2023

Due Date: Tuesday, May 16, 2023
and time: 2:00 PM (EDT)

RFP Number: 38-051623

Mailing Address: P O Box 230
High Point NC 27261

Delivery Address: 816 East Green Drive
Purchasing Division
High Point, NC 27260

Pre-Proposal Meeting: Tuesday, April 25, 2023, 10:00 AM
High Point Library
901 N Main St, High Point, NC 27262

Purchasing Contact: Libby Rush
E-mail: libby.rush@highpointnc.gov
Phone: 336-883-3220
Fax: 336-883-3248

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY
IN ORDER TO PARTICIPATE IN THE PROCUREMENT, PLEASE CONTACT
PURCHASING AS SOON AS POSSIBLE

VENDOR NAME: S&S Management Group, LLC d/b/a Security Solutions of America

(Please include this cover page in your Proposal.)

Bidder Information Form

All pages bound within this Bid Document are necessary parts thereof and Shall Not be detached, taken apart and/or altered, or bid shall be considered non-responsive.

--PLEASE TYPE OR PRINT LEGIBLY IN BLUE OR BLACK INK--

S&S Management Group, LLC d/ba Security Solutions of America

Vendor Name (include d.b.a. information if applicable)

Entity Formation (check applicable): ☐ Corporation ☐ Limited Liability Company ☐ Partnership ☐ Sole Proprietorship
☒ Limited Company ☐ Limited Partnership

Ownership Category (check applicable): ☒ Non-Minority ☐ African American ☐ Hispanic ☐ Asian American
☐ Socially & Economically Disadvantaged ☐ Female ☐ American Indian

1165 Sanctuary Parkway; Suite 270

Principal Office Address (Per Secretary of State)

Alpharetta, GA 30009

daniel.brock@ss-oa.com

900-600-0852

City, State & Zip
46-0841682

Email Address

Telephone Number

Federal Tax ID #/Social Security #

General Contractor License # (if applicable)

Daniel Brock, Regional Vice President



Print Name & Title of Person Signing on Behalf of Vendor

Vendor's Authorized Signature

* By signing above the vendor acknowledges that terms and conditions and instructions associated with this bid have been read and accepted.

* Failure to execute/sign this bid properly prior to submittal shall render the bid invalid and it **WILL BE REJECTED.**

Late bids will NOT be accepted.

Offer valid for **60** days from date of bid opening. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this Invitation to Bid.

- Pursuant to General Statutes of North Carolina, Section 143-129, as amended, bids and proposals are subject to the conditions and specifications herein, are invited for materials and equipment as described herein.
- Prices or any other entry made hereon by the bidders shall be considered firm and not subject to change or withdrawal.
- Bidders certify under penalty of perjury that this bid has not been arrived at collusively and that no Federal or North Carolina antitrust laws have been violated.
- State and County sales **taxes shall not be included** in the bid prices. Sales tax shall be added to vendors invoice and will be paid to vendor at time of invoice payment.
- **Bidders shall sign this form along with this entire bound bid document on or before the above date and time, to the City of High Point Purchasing Division, P O Box 230 (27261), 816 E Green Drive, High Point, NC 27260**

PROPOSAL FORM
"Library Security Services"
RFP# 38-051623

ATTACHMENT A

Vendor Name: Security Solutions of America

Vendor Address: 1165 Sanctuary Parkway, Suite 270, Alpharetta, GA, 30009

Vendor Contact: Daniel Brock

Vendor Contact Phone Number: 919-600-0852

Vendor Contact Email Address: daniel.brock@ss-oa.com

Authorized Signature: 

Authorized Name (Printed): Daniel Brock

<u>PROJECT DESCRIPTION</u>	
Hourly Rate	Hourly Rate per Guard
Site Supervisor	\$23.00
Unarmed Security Guard	\$23.00

Holiday Rate	Overtime Rate
\$34.50	\$34.50

REFERENCES
Library Security Services
RFP # 38-051623

1. Vendor Name: Metallix Refining, Inc.
Vendor Contact: Dean Allen
Vendor Phone Number: 252-210-4319
Vendor Address: 251 Industrial Boulevard, Greenville, NC
Type of Project: Unarmed
Length of Project: _____

2. Vendor Name: Mayland Community College
Vendor Contact: Amanda Buchanan
Vendor Phone Number: 828-766-1224
Vendor Address: 200 Mayland Drive, Spruce Pine, NC
Type of Project: Unarmed
Length of Project: _____

3. Vendor Name: Columbus County Health
Vendor Contact: Kimberly Smith
Vendor Phone Number: 910-640-6615
Vendor Address: 304 Jefferson Street, Whiteville, NC
Type of Project: Unarmed
Length of Project: _____

ATTACHMENT C

FINANCIAL STABILITY

Each Vendor shall certify it is financially stable by completing the ATTACHMENT C: CERTIFICATION OF FINANCIAL CONDITION. The City of High Point is requiring this certification to minimize potential issues from Contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the City of High Point within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

ATTACHMENT C: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: Security Solutions of America

The undersigned hereby certifies that: [check all applicable boxes]

☒ The Vendor is in sound financial condition and received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: 9/26/2022

☒ The Vendor has no outstanding liabilities to the Internal Revenue Service or other government entities.

☒ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

☒ The Vendor has not been the subject of any past litigation or findings of any past litigation or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

☒ He or she is authorized to make the foregoing statements on behalf of the Vendor.

If any one or more of the foregoing boxes is NOT checked, explain the reason in the space below or add additional pages.



Daniel Brock, Regional Vice President

Authorized Signature

Printed Name and Title

STATE OF NORTH CAROLINA

AFFIDAVIT

ATTACHMENT D

CITY OF HIGH POINT
Daniel Brock

Security Solutions of America

I, Daniel Brock (the individual attesting below), being duly authorized by and on behalf of
Security Solutions of America (the entity bidding on project hereinafter "Employer") after first being duly sworn
hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
a. YES X, or
b. NO _____
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.
This 15th day of May, 2023

[Signature]
Signature of Affiant
Print or Type Name: Daniel Brock

State of NC County of Licke

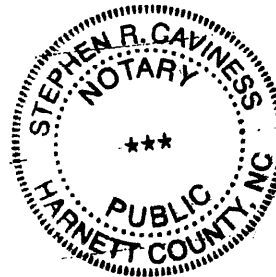
Signed and sworn to (or affirmed) before me, this the 15

day of May, 2023

My Commission Expires: 1/11/2028

[Signature]
Notary Public Stephen R Caviness

(Affix Official/Notarial Seal)





Executive Summary

SSOA is pleased to provide this response to the Library for unarmed guards to be stationed at your facilities.

Maintaining the highest standards and consistency of service in everything we do is at the core of who we are as a company. We strive to act with integrity and uphold the same ethical standards the Library expects of your employees. This commitment to acting in the most professional and ethical manner will help to promote a mutual trust and foster a true partnership between our organizations.

Mission and Values

Security Solutions of America believes that the foundation and success of our business are our fully trained security enforcement professionals in the field. Without a solid foundation, no company will be successful. Our team is our most important asset, and we believe that if you “treat employees like they make a difference, they will.”

Transition

The potential risks associated with a change in your security provider can be substantial. To mitigate such risks, advance planning and preparation are essential to ensuring continuity of service and security capabilities. We will provide the Library with a comprehensive transition plan developed to accomplish our mutual goal of an orderly transfer of security responsibilities.

Recruiting

We are committed to providing the Library with the highest quality security guards. To achieve this, we created a dedicated recruiting team to focus solely on obtaining the right candidates. Our recruiting team specializes in making sure we find the right candidates to meet the requirements for the skills needed to perform the job. They create and maintain recruiting relationships within the community, attending job fairs, and managing all phases of the interview process.

Relationship management

One of SSOA’s guiding principles is to provide unparalleled service to our clients through open and regular communication. Our team of dedicated security professionals that will be assigned to the Library will bring their extensive experience in the security industry and will deliver superior field performance to meet your needs.

Commitment to Ethics

Our officers will be bound by a Code of Ethics and will display the highest level of professionalism to the Library’s staff, tenants, and visitors. We are committed to the highest standards of social and business practices. Delivering on our word is a result of the efforts of our team – it is their resourcefulness, professionalism, and dedication that makes SSOA a successful provider of security guard services.



Scope of Work

QUALIFICATIONS AND SUBMISSION REQUIREMENTS

1. Please respond to the following questions in the same sequence as they are listed:

Identify the legal entity that would enter into the contract with the City to include the following:

- ✓ Full legal name of vendor
- ✓ Address of company headquarters
- ✓ Address of local office (an office in the High Point metro area; if not in High Point, what is the nearest office location?)
- ✓ Name and title of the person authorized to enter into a contract.

S&S Management Group LLC d/b/a Security Solutions of America.

Headquarters: 1165 Sanctuary Parkway, Suite 270
Alpharetta GA 30009

SSOA Office: 7000 Harps Mill Road
Raleigh, NC 27615

Authorized Person: Daniel Brock, Regional Vice President

2. Provide a list identifying the number of personnel and identifying key members, qualifications, etc. available to respond in the event the proposed contract is activated, including subcontractors who would be assigned to this project. For proposed subcontractors, please provide the name of each vendor, the office location, contact name and telephone number, and the services to be provided.

Daniel Brock will serve as the Library's Account Manager and will closely interact with your team to answer questions or address concerns. He will be responsible for making sure each Officer meets the needs of your company. They will be prepared to handle any/all complaints, find solutions to the issues, and maintain a positive relationship.

Daniel will oversee the development and training of officers, coordinate needed support services, and solve problems to ensure services are running as desired. He also maintains weekly operating schedules and completion of payroll for assigned security personnel. Please refer to the paragraphs below for a brief overview of Daniel's qualifications and background.

License and Certification: North Carolina PPSB Licensee
Licensed PPSB Armed Security Officer

Specialized Training: Graduate of U.S. Army CID Special Agent Course

Education: Interdisciplinary Studies, Liberty University



A distinguished global career managing security operations and conducting and leading criminal investigations including those of a complex nature. Proven ability to strategize and prioritize effectively to accomplish multiple tasks and stay calm under pressure. A highly skilled listener and communicator, able to assess individual needs and convey necessary information with clarity and enthusiasm. Able to gather facts using effective, analytical, and established methods. A comprehensive record of achieving results through seamless administration, implementation and planning. Reputation for preserving integrity, perseverance, and tremendous work ethic while pursuing resolution of complex security issues.

Essential Functions

- Supervise the day-to-day security operations
- Manage the team of officers, site and/or shift supervisors including hiring/selection, scheduling, payroll, training, coaching, development and support
- Ensure the RNDC is provided with high quality security services to protect people and property
- Build, improve and maintain effective relationships with both RNDC and SSOA employees
- Coordinate necessary support services to effectively manage RNDC and provide quality customer service

Additional responsibilities include:

- Ensure all required reporting and contract compliance requirements are met.
- Assure regular communication of issues with RNDC.
- Handle any escalated security issues or emergency situations appropriately.
- Other management responsibilities as determined by Client or District Manager.
- Communicate staffing needs via Requisition Form; assist recruiters in identifying, interviewing and hiring quality candidates.
- Develop staff in both technical and professional skills through performance management (coaching, counseling, disciplining, MSO training, annual formal performance evaluations, recognition, etc.)
- Assure that employee grievances are heard and resolved (with help from appropriate support employees, as required) and that personnel records are updated and accurate (Change of Status forms, rosters, etc.)
- Assure communication of policies, company announcements and job openings through a consistently updated READ file at each site.
- Meet all contractual scheduled hours with a minimum of unbilled overtime.
- Coordinate and/or conduct site-specific OJT, client-specific training, and annual refresher training for security personnel, as well as meet SSOA's training standards.
- Develop / maintain operational procedures so that a valid, site-specific OPM and post orders are always available for emergency reference by the security staff.
- Manage uniforms, equipment, supplies and vehicles utilized at the RNDC, maintaining appropriate inventories and maintenance checklists.
- Take a proactive role in communicating with RNDC and meeting their needs; meet regularly, listen to issues, provide security and technical expertise and solutions. Ensure complete customer satisfaction.



3. State any conflicts of interest vendor or any key individual may have with this service.

There are no conflicts of interest present for SSOA to provide security services for the High Point Library.

4. Provide a Proposal Fee in the format provided in **Attachment A**.

SSOA has included a completed copy of Attachment A with this response.

5. List at least three (3) references of contracts in the past five (5) years similar to the scope and size of the project specified herein. Please list North Carolina local government clients. Proposals will be considered only from companies that have a minimum of five (5) years of business experience in providing similar services. Use **Attachment B** to include the following information for each contract reference:

- ✓ contact information,
- ✓ email address,
- ✓ phone number of the owner,
- ✓ date of contract,
- ✓ dollar amount,
- ✓ description of project,
- ✓ identify any unresolved claims or disputes.

SSOA has included a completed copy of Attachment B with this response.



Supervisory Procedures

Shift Supervisors are personally responsible to the Program Manager for the execution of the duties and responsibilities as set out in the procedures. In the Program Manager's absence, the Shift Supervisor must assume full responsibility for the smooth and effective functioning of the shift.

Reporting for Duty

Officers are expected to arrive a minimum of 5 minutes before the actual shift change is due to take place. During this time officers will meet with the Shift Supervisor to discuss the following:

- Incidents that occurred and the status of the relevant documentation.
- Security reports on serious incidents including any relevant documentation where necessary.
- Specific reference to special instructions in force and detail on newly issued instructions.
- Detail of any disciplinary problems experienced during the shift.
- Outstanding logistical matters and new requirements.
- Any relevant administrative matters outstanding or new requirements.
- Instructions received from management, CO, or designated authorities
- Detail on outstanding welfare matters requiring resolution

Arrival of a Shift

Officers are responsible for clocking in via our team time system. The supervisor will conduct a thorough employee inspection according to the established standards and procedures.

The inspection will cover the following:

- Attendance as per the workforce requirement for the specific shift.
- Shoes and uniform are clean, ironed properly and worn in compliance with standards.
- Officer in possession of a notebook and a black pen.
- Cloth to wipe and clean shoes available.
- The officer's hair is compliant with length and style standards, fingernails are neatly manicured.

Verification of Manpower

At the commencement of each shift once guard mount has been completed, the Account Manager or Shift Supervisor will verify that the contractual workforce necessary to operate the shift has been deployed. In the event of a staffing non-arrival, then the Account Manager or designated Shift Supervisor will utilize their Relief Officers initially and any other available workforce to fill any vacancy until the on-call staff arrive and relieve the staff currently filling those vacancies. At no time will a post not be staffed.

During the Shift

The Supervisor will visit all the posts within the first hour on duty and ensure the following:

Officers understand the duties and responsibilities as laid out in the post orders

- Confirm officers are aware of all relevant operational matters.
- Confirm officers are aware of any specific administrative arrangements.
- Confirm compliance relative to uniforms/appearance and site equipment



Transition Plan

Security Solutions of America is fully appreciative of legitimate concerns associated with a change in your security provider. We recognize that the security at The Library is important. To that end, it is necessary that advance planning and preparation be developed to ensure continuity of customer service and security capabilities. We have developed a comprehensive and detailed Transition Plan to accomplish the goal of an orderly transfer of security responsibilities. The following outline of our Transition Plan describes principal tasks and our proposed actions to address these tasks.

The goal of our transition process is ensuring continuity of security operations at your facilities. To accomplish these objectives, over the period between the contract award and the contract starting date, Security Solutions of America has defined a staged set of tasks, along with a calendar scheduled to synchronize with the identified date of the start-up. To accomplish the tasks detailed in the Transition Plan, we have a team consisting of key Security Solutions of America personnel whose responsibility will be to ensure an orderly transition.

Task 1: Initial Agreement

An illustration of an orderly, planned transition program is shown in the Transition Schedule. Further, the proposed schedule is flexible to accommodate a critical review of each task by the Transition Team and The Library. After review and initial agreement by all parties the transition schedule will be put into effect.

Task 2: Transition Team

Task two is depicted on the schedule as an initial meeting immediately after the contract award. This initial meeting is followed by four (4) weekly meetings. These meetings are to monitor the other tasks of the Transition Program including to address any problems and to correct any issues as needed. Essential to the achievement of the Transition Plan objective is the close working relationship between key personnel from Security Solutions of America and The Library.

Early involvement of members of the Transition Team will ensure complete preparedness at date of contract startup. The Transition Team proposed involves responsible personnel from both Security Solutions of America and The Library.

Task 3: Review of Site Plans, Security Programs and Documentation

It is recommended that the Transition Team undertake further review and examination of existing security plans and contingency documents. The existing post orders at The Library will be used as a basis to begin this task. Additionally, we will request permission to conduct a security survey of your community to ensure we understand and fully appreciate all aspects of the physical layout of the facility along with any special equipment or procedures for which unique training requirements may exist. Our survey will include employees' work routines and the status and condition of all security related installations including, but not limited to, fences, barriers, doors, gates, locks, access control procedures and property control procedures.

Task 4: Personnel Selection and Screening of Current Security Staff

Security Solutions of America recognizes the possibility that the current security officers may meet the upgraded personnel requirements of Security Solutions of America's general criteria for hiring. We plan to interview those guards due to their familiarity with security work at your facilities. They could become valuable Security Solutions of America employees in the future.

**Task 5: Screening of New Personnel**

Once current applicants have been contacted and Security Solutions of America begins to receive responses to recruitment efforts, the screening process will begin in earnest. All applicants, whether current Security officers at The Library or new applicants, will be subject to Security Solutions of America screening and recruitment procedures. To ensure a smooth selection process, Security Solutions of America proposes to conduct job interviews and local reference checks to achieve a preliminary qualification status. If acceptable, the candidate will then undergo the required background investigation and interview process.

Task 6: On-site Training of All Personnel

After the screening process and once all personnel have been selected and completed the Security Solutions of America Orientation, site training will then begin at The Library. The onsite training covers all facility security functions and is scheduled so it does not interfere with day-to-day operations. The training is scheduled on a per shift basis and allows the initial cross training process to begin.

Task 7: Logistical Activity

Security Solutions of America is fully aware of the equipment and material requirements specified in this contract. The following proposed schedule addresses those requirements:

1. Equipment and uniforms ordered, upon award of the contract.
2. Uniforms fitted for all personnel - 1-2 weeks.
3. Uniforms at District office - 2 weeks.
4. Uniforms issued - 3 weeks.

Each logistical requirement will be addressed in advance and will be coordinated by the appropriate Transition Team member to reduce any potential duplication of efforts.

Task 8: Operation Dynamics during Changeover

Security Solutions of America believes that a smooth transfer of responsibilities can be affected at the termination of existing contracts through the full involvement of the Transition Team. Additional and retained personnel will be issued their uniforms and any equipment required during the final week of the existing contract. Security Solutions of America's Supervisory personnel will be on site at the start of the job to ensure a smooth transition. This consistency of supervision will continue for a period necessary to ensure all security officers are comfortable and knowledgeable of their duties and responsibilities.

Task 9: "Business Review" Meeting

Periodically Security Solutions of America will request a "Business Review Meeting" between Security Solutions of America's Management team and The Library's Contract Administration personnel. The first proposed meeting would be within the first 7 to 10 days after startup and a follow up meeting will be requested at the 30-day marker.



Personnel Selection Process

Recruitment

Our company utilizes many resources for recruiting personnel. We find that our military service members transitioning from active duty have been our best source of employees. We appreciate their service and will do our part to not provide an inclusive and supportive workplace. In addition, we recruit at local colleges and universities, veteran's organizations, and church groups, as well as media advertising. We will certainly retain any current officers you identify as candidates for retention. However, these guards will be required to satisfy all Security Solutions of America's employment criteria and screening process.

Selection

Our selection process begins by establishing the basic criteria needed for Security Officers at The Library. These criteria could include, but are not limited to:

- High school diploma or GED
- Relevant experience as required by The Library
- Capability to exercise good judgment, tact, and discretion
- Must be neat in dress and grooming, able to deal courteously, tactfully, and effectively with others, in person and on the telephone
- Must be able to communicate clearly with others in English
- Must possess initiative, maturity, integrity and be highly ethical
- Strong diligence, especially under stress
- Treat The Library business information as confidential
- Respect privacy and maintain the integrity of both The Library and Security Solutions of America
- Must possess a valid state driver's license and pass a motor vehicle record check

We will review and ask for your concurrence on the officer selection criteria.

Evaluation

SSOA will staff The Library's facilities with officers who are dedicated and professional in every aspect of their duties. Our screening and evaluation processes enable us to identify and pursue only the highest quality candidates.

At the start of the screening process, applicants provide SSOA with his or her employment history, military service history, and education. SSOA will also reach out to personal references, conduct criminal background checks, and verify previous addresses and driver's license information. The applicant must complete the application in his or her own handwriting. Once the application is complete, the applicant must verify identity by showing a valid driver's license and other proper identification.

The applicant is then given a preliminary interview by a manager from SSOA. All managers are knowledgeable in our general employment criteria and will be briefed on the specific criteria needed to evaluate personnel for placement at your facility. Applicants who appear to meet the requirements for employment are advised of requirements for state and local registration processing and our appearance standards.



The applicant must then take a pre-employment personality inventory to determine their ability to perform the job as a security officer. The inventory assists us in identifying an applicant's usage of drugs, alcohol, their honesty, reliability, and maturity. Any applicant that does not satisfy the necessary measures of this inventory will, at this time, be disqualified.

At the completion of this stage of the selection process, we have a very good indication of the applicant's ability to comprehend verbal and written instructions such as will be encountered on the job site. We also have a very accurate indication of the person's ability to communicate verbally and in writing. Only those persons who demonstrate satisfactory comprehension and communication skills and who satisfactorily complete the remaining personnel screening steps will be eligible for employment with SSOA.

While the screening process is underway, telephone inquiries are made to previous employers and character references. This preliminary background check is followed by mailing or faxing applicant authorized background questionnaires to all previous employers and character references. Other documentation may also be solicited by the interviewer as dictated by circumstances.

Screening and Background Checks

Security Solutions of America completes a thorough screening and comprehensive applicant background check process.

This process will cover the following items:

- Five (5) Year Background Investigation (including work history, locations, school, military services)
- Pre-Employment 10-panel Drug Screening
- Social Security Verification
- E-verify
- State, Federal, and Local Criminal Background Checks to include sex offender's record
- Driver's License Check
- Credit Check (when applicable)
- References



Training Programs

We provide our security officers with a five-tiered approach to competency training that encompasses general principles and techniques as well as specialized and site-specific requirements. All our officers are trained in both Workplace Violence and Active Shooter Situations. Copies of these training materials are available upon request.

Tier I: Pre-Assignment Security Orientation

This initial training is basic in nature and prepares a foundation upon which new officers will prepare for more advanced training to come. All officers are tested on the material presented during this and subsequent trainings. A complete and clear understanding of all subjects is necessary to qualify as a SSA Security Officer.

The following topics are covered in detail with all officers before they are eligible for assignment at any client location.

- The Security Officer's Role
- Public Relations
- Observation and Communication
- Fire Protection and Safety
- General Duties and Responsibilities
- Performance of Duty, Legal Guidance

Tier II: On-Site Immersion Training

The content and topics will be specifically related to each post location. We will work with The Library to develop a custom training plan specific to your requirements prior to start-up. This plan will include a Training checklist that will contain a summary outline of all duties for each post. Offices will take a written exam designed to measure will measure his or her job-specific knowledge at the conclusion of this tier.

General topics to be covered during this site-specific training include but are not limited to:

- Overview of The Library Contract
- Legal aspects of contractor security services
- Workplace Violence
- Active Shooter Situations
- Professional communication with public, media, our client's personnel, etc.
- Conflict Management/ Interpersonal Skills/Human Relations
- Substance Abuse
- Alarms, Fire Protection/Suppression, Night Vision techniques
- Crowd/Traffic Control
- Non-Violent Crisis Intervention/Management
- Crime Prevention
- Professional Protocol/Public Service Relations
- Reporting Requirements
- Weapons Training & Requalification

**Tier III: Ongoing Site-Specific Training**

Tier III Training is an on-going program designed to continually assess the officers' knowledge of procedures and instructions for your facility and to revise training to conform to any needed changes.

Tier IV: Security Distance Learning

The Notebook Lesson Series consists of weekly on-line lessons. Each series is structured to deal with one aspect of a larger topic. Topics included in this series are Patrolling, Human Relations, Commercial Building Security, and Investigations and Reports

Tier V Training: Post-Specific Accreditation

Tier V Training ensures all our commitments to our clients are met and that trained and competent personnel cover all posts. We will cross-train all assigned officers on all posts to provide back-up when necessary and to provide scheduling flexibility.

Annual and Recurrent Training

Our training program is designed to continually assess the officers' knowledge of procedures and instructions for your facility and to revise training to conform to any changes. Your Security Solutions of America Account Manager will maintain contact with your representative to incorporate changes as they occur as well as ensure post orders and training requirements are updated. Individual officers will be evaluated on changes as they are implemented to ensure consistent knowledge is held by your entire security team.

Guards assigned to any The Library location will receive 8 hours of annual refresher training per year. Officers must pass a written examination to ensure understanding of the subject matter. Topics include but are not limited to:

- Jurisdiction and authority
- First aid
- Emergency responsibilities
- Operational instructions
- Security and contingency situations
- Safety
- Communications
- Active shooter training
- Reports
- Effective Patrolling Techniques
- Effective Communications
- Professionalism



Testing

All employees must also pass a Post Orders Test based on the specific Post Orders (Security) Manual for The Library before they can be assigned.

State Requirements – Phase I

All new employees, as part of the state licensing requirements, receive 24 hours of state certified training in the following areas:

Statutes and Administrative Code	2 hrs.
Legal Issues/ Liability	3 hrs.
Basic Emergency First Aid	2 hrs.
Emergency Procedures	2 hrs.
Ethics and Professional Conduct	2 hrs.
Patrol Techniques	2 hrs.
Observation Techniques and Report Writing	4 hrs.
Fire Detection, Suppression and Life Safety	4 hrs.
Crime and Accident Prevention Techniques and Practices	2 hrs.
Crime and Accident Scene Protection	1 hr.

After this course of instruction, all employees must then pass a 100-question examination.

Job Specific Requirements - Phase II

Public Relations	2 hrs.
Courtroom Procedures	1 hr.
Interviewing Techniques	1 hr.
Fundamentals of Personal Security	2 hrs.
Interpersonal Communications	3 hrs.
Professional Communications	1 hr.
Traffic Direction	1 hr.
Crowd Control	1 hr.
Terrorism Training	4 hrs.

After this course of instruction, all employees must pass a 70-question examination. All Security Officers must have a license before hire.



Total Quality Management

The purpose of this policy is to establish a methodic, effective, and detailed Compliance Program to ensure compliance with contractual requirements, Federal, State, and Local regulatory requirements, and Security Solutions of America's Corporate Policies and Procedures. The objective of our Quality Control Plan is to continuously evaluate the overall contract operation.

Relationship Management Overview

The Program Manager is the senior company official assigned to the The Library security services contract. This position has complete delegated authority to act on behalf of Security Solutions of America to act in an autonomous fashion while conducting day to day operations per our agreement. The Program Manager shall be the single point through which all The Library operational communications are exchanged, and technical direction shall flow. He shall have full authority to accept notices, inspection reports, and all other correspondence on behalf of Security Solutions of America and will be available to The Library officials 24 hours per day, 7 days per week.

Our Program Manager will provide the level of management necessary to ensure that employees:

- Are professionally trained to perform all duties as specified in accordance with the contract.
- Are properly uniformed and present a neat appearance.
- Consistent service communication
- Maintain a continued state of proper training.
- Possess the necessary permits and authority.
- Perform their duties in a professional and customer-friendly manner.

Quality Assurance / Contractual Compliance

Client satisfaction and continual improvement are the guiding principles on which we designed our Quality Assurance (QA) program. During the transition process, we will meet with The Library and determine the key performance indicators ("KPI's") will be used to measure our performance. The below list of metrics are those that we have used in past contracts similar in size and scope to The Library. This list is not exhaustive and can include additional metrics that you wish to be tracked.

- Security Activity Metrics
- Officer Performance Metrics
- Security-Safety Metric
- Security Incident Metrics
- Operational/Service Metrics
- Loss Reduction/Security Cost Metrics

We conduct regular self-audits and use the resulting data to identify opportunities and promptly implement improvements to enhance performance. All SSOA personnel regardless of their position will be accountable for providing the highest quality service to The Library. Security Solutions of America's Program Manager, with support from the corporate managers, will be responsible for ensuring Security Solutions of America's compliance with the QA Plan. Inspection and survey results will be available for review by management.



Site Level Field Compliance Process:

Each Supervisor and manager will be equipped with a portable handheld device for the purposes of documenting our performance. Some of the data points the supervisor captures as part of his or site level compliance process include incident notification, site inspections, staffing relief confirmation, and all other metrics, can be completed. This information will be available for review by The Library's designee in real-time by accessing our contract management platform.

Supervisors will conduct post checks at mutually agreed upon intervals, as well as intermittent random inspections. When deficiencies are noted, the Supervisor will take disciplinary and corrective action as needed and report any contract violations to the Program Manager immediately. Supervisors will utilize the New-Hire Compliance Checklist to ensure contract, licensing, and training requirements are satisfied and all personnel are fully qualified to work on the applicable contract.

Program Manager Field Compliance Process:

The inspection results will be documented in the Monthly Account Manager's report. The Program Manager will print the Corporate or Site-Specific Compliance Checklists monthly. There is also a section on the PM report tab to document the discrepancies by checklist number and topic. The PM report is submitted to Security Solutions of America and the The Library Administrator or designee by the fifth day of the following month. Example: July's report will be submitted by August 5th. If the fifth falls on a weekend, the Program Manager has until Monday to submit the report.

After submitting the report, the PM will document corrective actions on the Compliance Audit Discrepancy Report. This document details the discrepancy, the corrective action being taken, and the estimated completion date for the corrective action. The Discrepancy Report will be submitted to the PM every other Friday until the corrective action is complete and the discrepancy is closed. There will be one discrepancy report for each checklist item discrepancy identified in the Monthly Report. The SVP of Operations will be the final authority on closing discrepancies. Monthly compliance actions will include the following steps: QA inspections to include:

- Customer Satisfaction Surveys
- QA Inspection Checklist
- Equipment Checklist
- QA Inspection Report

Corporate Level Field Compliance Process:

Our Corporate Compliance Managers and/or designated Branch Managers will conduct no less than 1 site inspection per quarter at selected locations. The AM will utilize the Corporate Compliance Checklist. The Compliance Audit will include inspection of the following items:

- I-9 Binders
- Personnel Files
- Contract Files
- File Plan
- Timekeeping Records/Post Inspections
- Personal Appearance Inspections
- Employee Interviews
- Interviews of PM and The Library Leadership



At the completion of the Audit the CCM will conduct an out-brief with the AM. This brief will not include a rating but will include a summary of findings.

Customer Feedback

Customer feedback is a positive means of improving our overall service. Each complaint and/or comment whether critical or positive, will be routed to the The Library designed for the required action. The Program Manager will reply to all written comments. The reply will include the action taken to correct or improve the service. In addition, a copy of each completed customer feedback form will be furnished to Security Solutions of America's Corporate office weekly.

A Customer Feedback form will be available at the worksite for the use of any personnel who wish to supply a comment.

Method for Identifying Deficiencies

Extensive Performance Measurement and Evaluation criteria exist in today's security industry. We utilize an extensive review form that provides guidance on the overall performance of a security staff. Our inspections, performance reviews and loss factors, are all key methods for identifying deficiencies. Managers and Supervisors are trained in the proper application and interpretation of the performance criteria, holding themselves as well as their staff accountable for the agreed upon service deliverables.

Reporting of Compliance Issues

Any audit discrepancies and corrective action plans will be provided to the client for review and feedback within 24 hours of completion. Auditors and the AM will provide findings and corrective actions to the CCM for review; when this review is complete, the AM will then provide the documents to the The Library Administrator or designee.

On duty, supervisors may make informal notifications of minor issues to the The Library Administrator at the discretion of the AM. The PM will maintain regular contact with the The Library Administrator or designee to discuss QC/QA issues.

Addressing Non-Compliance Issues

When a deficiency is identified, we will use a straightforward, best practice approach to correct it. This approach is an industry-standard method of identifying and correcting deficiencies.

Once our internal or external QC processes identify a problem, we notify the The Library designee that we have identified an issue. Based on the analysis, we determine why the issue occurred and the methods required to address the root cause. Supervisors have the authority to determine what corrections should be made and to provide on-the-spot corrections. Our goal is to identify, resolve, and document most issues within 24 hours. They will always ensure that Account Manager is fully aware of their actions. There would be total transparency since these issues being captured in our cloud-based dashboard and allow follow-up to occur and the PM's final authorization to close an issue once it has been resolved.



Contract Management and Reporting Capabilities

Security Solutions of America will use Lighthouse® Contract Management Software to provide robust reporting and management tools that allow you to gain greater visibility into operational performance. We have included a description of the Lighthouse platform in the paragraphs that follow.

What is LIGHTHOUSE?

Lighthouse is a powerful software solution that helps us better manage our security workforce and ensures we deliver on our contract KPIs. It allows us to view, manage, and automate security operations from a single software platform.

Guards and Supervisors use the Lighthouse mobile app to record completed tasks and work smarter and faster. The app uses GPS, Bluetooth Beacons, NFC Tags, and QR codes to confirm guards are visiting required locations on time.

All data collected from the mobile app is sent in real-time to the Web Portal. The Web Portal allows managers to view live and historical maps showing guard locations and generate detailed reports on contract performance.

Key Features:

Location Tracking

Whether outdoors or indoors, on foot or in a vehicle, the system provides live and historical reports showing guard location and movement. This allows confidence the security team is providing the required services and ensures we can provide evidence to your customers.

The system utilizes GPS, Geofences, Beacons, NFC Tags, and QR codes to ensure all environments and use cases are covered. Location data is stored for a period of seven years.

Scheduled Work & Loop Times

The platform can create schedules for Visits, Tasks, and Audits. Visit schedules (patrols) can be assigned to locations and zones (Beacons, NFC Tags, QR Codes) and monitor compliance with indoor/outdoor/mobile patrol schedules. If a guard fails to arrive at a location on time, or complete a required activity, the system will automatically generate an exception. Full visit and exception reporting can be used to improve compliance and to respond to customer complaints/inquiries.

Real-time Command Center

Imagine a version of Google Maps that shows the location of every single guard in real-time. Not only that, but we can also see the status of scheduled patrols or manage security incidents that need your attention.

The Command Center is accessible from any web browser and enables better visibility and faster response times. Our management team can now take control of our operations and manage more sites and employees remotely.



Activity feed and alerts

The activity feed is very much like a social media feed, except it shows everything happening across our contracts in real-time.

The activity feed is available from the mobile app and Command Center and displays content based on everyone's permissions.

We can also set up mobile alerts for the activities that are important to us, for example, missed patrols or new incident reports.

Mobile app and forms

Available on iOS and Android, the mobile app is a powerful workforce tool and records all security activity from the field using smart mobile forms. Task, incident, and audit forms are quick and easy to build, and submitted data populates reports in real-time.

Task forms can be created for each site and can be aligned with the scope of work or SOPs. When the guard opens the app on-site, they can view and submit the task list that is relevant to their current location.

Issue/Incident forms allow guards to report on-site issues such as hazards, security issues, maintenance issues, and incident reports. Issues can be assigned to other employees for action and managed through to resolution.

Forms can also be used to store SOPs, deliver toolbox talks, or outline new processes i.e., COVID-19 procedures and protocols.

Lighthouse also provides a powerful auditing tool for our supervisors and managers. Audits can be tailored for each location and include the ability to upload photos and notes.

Time and attendance / timesheets

Start and end shifts using the Lighthouse mobile app and use location information to ensure our guards are where they should be. Easily review shift data and export to our preferred payroll system with ease.

Messages

The mobile app also has built-in messaging, enabling fast and reliable communication between guards, supervisors, and customers. Notify a guard of an ad hoc security task, leave shift handover notes for the next guard, or send broadcast announcements to all guards.

Dashboard and reports

Dashboards are available to show what is going well and what is not going so well so we can continuously improve our operations. Plus, all our activity reports are stored securely in the cloud for seven years. We can view online, download to Excel, or get automatic PDF reports emailed directly to our inbox.

Lighthouse also offers custom dashboards, powered by Amazon Quicksight. Advanced analytics allow us to build custom analytics that align perfectly with our contract KPIs and reporting requirements. Reports can be scheduled via email on a weekly or monthly basis.



May 4, 2023

RFQ 38-051623

RFP- Library Security Services

ADDENDUM 1

The intent of this addendum is to change or clarify specifications and to provide responses to submitted questions as follows:

QUESTIONS & RESPONSES:

1. Registration with the City of High Point on-line vendor program – is there any requirement to register in order to bid? Is this only for the selected vendor? **You are not required to register to bid, but if your firm is awarded this contract, you will need to be registered with the City of High Point.**

2. Insurance (A-13) – can you please provide the amount of insurance coverage required by the city that the selected vendor must maintain? **Please see Below:**

COVERAGE - During the term of the contract, the bidder at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the bidder shall provide and maintain the following coverage and limits:

a. Worker's Compensation - The bidder shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all bidders' employees who are engaged in any work under the contract. If any work is sublet, the bidder shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.

b. Commercial General Liability - General Liability Coverage, on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$1,000,000.00 bodily injury and property damage; \$100,000.00 uninsured/under-insured motorist; and \$1,000.00 medical payment.

REQUIREMENTS: Providing and maintaining adequate insurance coverage is a material obligation of the bidder and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The bidder shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any of such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the bidder shall not be interpreted as limiting the bidder's Liability and obligations under the contract. It is agreed that the coverage as stated

shall not be canceled or changed until thirty (30) days after written notice of such termination or alteration has been sent by registered mail to the City of High Point Purchasing Department.

3. Holidays (G) – does the city desire for the assigned officers to be paid (thus billed) for holidays not worked due to the library being closed? **Our current vendor does not offer holiday pay. At this time, we would like to leave this open for negotiation, based on the amount of the final quote.**
4. Schedule (G – Library Security Schedule) – on the chart for Monday – Thursday, 1:00 PM – 8:30 PM there is a “(2)” indicated. Does this define 2 officers assigned to that shift? If so, the hours listed per day would be 15 instead of 7.5 and also would increase the total weekly hours to 91 hour per week. On other shifts listed on the schedule does the “(1)” officer on those shifts? **The “2” indicates the second officer, and “1” the first officer. We currently have two officers assigned full time to the library – for a total of 80 hours per week. We would like to continue with the same arrangement if possible, or have 1 FT and 2 PT if that works best.**
5. Attachment A – identified a rate for “Site Supervisor” and “Unarmed Security Guard”. Are you only seeking the Bill Rate or do you also seek the Pay Rate for each position? Is the “Site Supervisor” a designated position that must be assigned to a specific shift / days of the week? **We have no preference of when the supervisor is assigned. We would like to have one person in charge of the scheduling and communicating with the contracted company on site if possible. The hourly rate charged is what we need on the quote. The City of High Point has made an effort to hire all positions at a minimum of \$15 per hour – we would like for the guards assigned to our facility to earn at least \$15 per hour.**
6. Are there officers with the current provider that the City of High Point would like to see remain at the library if possible working with the selected vendor? **Possibly. We can discuss this further when bids are received and reviewed.**

Please sign and return one (1) copy of this addendum with your proposal to confirm that you have received and acknowledged the provided information.

Libby Rush, Senior Buyer
Purchasing Department
336-883-3220

Company: Security Solutions of America

Address: 1165 Sanctuary Parkway, Suite 270, Alpharetta, GA 30009

Signature:  Date: 5/16/2023

Email: daniel.brock@ss-qa.com

City of High Point, P.O. 230, 211 South Hamilton Street, High Point, NC 27261 USA
Phone: 336.883.3219

CITY OF HIGH POINT

AGENDA ITEM



Title: Municipal Agreement with NCDOT for RAISE funding to construct improvements to Elm Street and construct Phases 1-3 of the Southwest Heritage Greenway

From: Andrew Edmonds, Transportation Planning Administrator

Meeting Date: June 20, 2023

Public Hearing: No

Advertising Date: NA

Advertised By: NA

Attachments: Agreement

PURPOSE:

Consideration of a Municipal Agreement with North Carolina Department of Transportation (NCDOT) for Rebuilding American Infrastructure with Sustainability and Equity (RAISE) funding to construct improvements to Elm Street and construct the Phases 1-3 of the Southwest Heritage Greenway within City Limits.

BACKGROUND:

Rebuilding American Infrastructure with Sustainability and Equity (RAISE) is a Federal discretionary grant program that allows USDOT to invest in road, rail, transit, and port programs that achieve a defined set of national objectives. High Point submitted this project for consideration in coordination with NCDOT Integrated Mobility Division and Southwest Renewal Foundation and was awarded FY 2021 RAISE funding by USDOT. Once the agreement is fully executed, we can move forward with a Request for Proposals for design of the project will be advertised. Construction is anticipated to begin in fall of 2024 with an anticipated completion of October 31, 2028.

The total cost of this project is \$28,489,089 which the City will budget and get reimbursed as work is completed. Of this amount, the USDOT is responsible for \$19,801,253, which is 69.5% of the total project cost. The City also received \$1,500,000 in Community Project Funding/Congressionally Directed Spending from US Department of Housing and Urban Development and \$200,000 in Spot Safety Program funds from NCDOT. The City is responsible for the remaining project cost of \$6,987,836.

City Council approved FHWA's Three-Party Agreement at the January 17th Council meeting to seek funding authorization. This Municipal Agreement is necessary to draw down reimbursements from North Carolina Department of Transportation.

BUDGET IMPACT:

Funding requirements will be appropriated at a later date via budget ordinance amendment.

RECOMMENDATION / ACTION REQUESTED: The Department of Transportation recommends approval of this Agreement.



Project Information Data Sheet
LOCAL PROGRAMS MANAGEMENT OFFICE
1595 MAIL SERVICE CENTER
RALEIGH, NC 27699-1595

DIRECTIONS: Submit completed form with attachments to Local Programs Office

DEMOGRAPHIC INFO	
Name of Entity	CITY OF HIGH POINT
MPO/RPO *	High Point Urban Area MPO
Type *	Municipality

CONTACT INFO - Agreements			
Name	Andrew Edmonds		
Title	Transportation Planner		
Address	211 S Hamilton		
Phone #1	(336) 883-3235	Phone #2	(336) 883-3225
Email	andrew.edmonds@highpointnc.gov		

CONTACT INFO - Project Delivery		☒ Same as Agreements	
Name	Andrew Edmonds		
Title	Transportation Planner		
Address	211 S Hamilton		
Phone #1	(336) 883-3235	Phone #2	(336) 883-3225
Email	andrew.edmonds@highpointnc.gov		

CONTACT INFO - FFATA Reporting		☐ Same as Agreements		☐ Same as Project Delivery	
Name	Andrew Edmonds				
Title	Transportation Planner				
Address	211 S Hamilton				
Phone #1	(336) 883-3235	Phone #2	(336) 883-3225		
Email	andrew.edmonds@highpointnc.gov				

PROJECT INFORMATION			
Project Name *	High Point on the RISE		
Detail Description*	This project will construct approximately 3.5 miles of shared use greenway and approximately 0.8 miles of Complete Streets in High Point, North Carolina. Preliminary Engineering: • Engineering design • Environmental studies and NEPA document preparation • Final design and construction documents Right-of-way • Appraisals • Right-of-way acquisition • Temporary Construction Easements Construction Component 1: Southwest Heritage Greenway Construct 3.5 miles of shared-use, multimodal pathway between the mass transit facility downtown, Harvell Park, and Goldston Park. Construct enhanced pedestrian crossings with Rectangular Rapid Flashing Beacons at mid-block crossings as well as improvement to pedestrian facilities at intersections. Construct pedestrian signals at Taylor Avenue and W Green Drive and W Ward Avenue and W Green Drive. Install wayfinding signage. Construct ADA compliant bus stops along corridor. Construct kiosks at Goldston and Harvell Parks. Component 2: North Elm Street Complete Streets + Streetscape Construct 0.8 miles of shared-use, multimodal pathway between Sunset Drive and W Commerce Avenue. Reconstruct or expand sidewalk to accommodate accessible walking and biking along the corridor. Construct pedestrian accommodations at Elm Street and Church Avenue. Install street trees, wayfinding, and on-street parking. Provide updates to aging water and sewer infrastructure. Construct bike and pedestrian improvements and streetscaping improvements on the half-block to High Point Transit Station and the High Point Amtrak train station.		
County *	GUILFORD	Division	07

PROJECT DATA	
TIP *	BL-0071
WBS Element - PE	
WBS Element - ROW	
WBS Element - CON	
Other WBS Element	
Federal-Aid #	

ELIGIBLE PHASES		DELIVERABLES - Responsible Party	
PE	2023	ENVIRONMENTAL DOCUMENTATION	☒ LGA ☐ NCDOT
Pre-construction Activities	☒	DESIGN	☒ LGA ☐ NCDOT
Implementation of a Program	☐	CONTRACT PROPOSAL AND ESTIMATE	☒ LGA ☐ NCDOT
Non-construction Purchases	☐	RIGHT OF WAY DOCUMENTATION	☒ LGA ☐ NCDOT
ROW	2023	UTILITY RELOCATION	☒ LGA ☐ NCDOT
Acquisition of ROW	☒	FINAL ACCEPTANCE OF CONSTRUCTION	☒ LGA ☐ NCDOT
Utility Relocation	☒	CEI/CONSTRUCTION ADMINISTRATION	☒ LGA ☐ NCDOT
CON	2024	MAINTENANCE	☒ LGA ☐ NCDOT ☐ BOTH
Construction, CEI, Contract Admin	☒		

FUNDING		
	FEDERAL	NON-FEDERAL MATCH Should be state or local only, not both

FUNDING SOURCE	Federal Amount	Fed %	State Amount	State %	Local	Local %
Other	\$19,801,253.00	73%	\$0.00	0%	\$6,987,836.00	26%
State Funding	\$0.00	0%	\$200,000.00	100%	\$0.00	0%
Other	\$1,500,000.00	100%	\$0.00	0%	\$0.00	0%
Totals	\$21,301,253.00		\$200,000.00		\$6,987,836.00	

TOTAL PROJECT FUNDING	\$28,489,089.00
TOTAL ESTIMATED COST *	\$28,489,089.00
DIFFERENCE B/W FUNDING AND COST	\$0.00
TOTAL LGA LIABILITY	\$6,987,836.00

Delivery Dates	LGA Proposed	Division Approved
Start of ROW Acquisition (MM/DD/YYYY)*	11/31/2023	
Let Date (MM/DD/YYYY) *	07/30/2024	
Completion Date (MM/DD/YYYY) *	10/31/2028	

COMMENTS
This project will be let under two separate construction contracts. If the Local Program Management Office wishes, the City can apply for two separate agreements.

AGENCY AUTHORIZING

☒ I have read and accept the terms and conditions for funding and all the information and attachments supplied in this application are true to the best of my knowledge.