



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
Tim Andrew

Cyril Jefferson, Mayor (Alternate)
Michael Holmes, Mayor Pro Tem (Alternate)

Thursday, October 3, 2024

4:00 PM

Council Chamber

FINANCE COMMITTEE - Britt W. Moore, Chair

CALL TO ORDER

PRESENTATION OF ITEMS

1. [2024-383](#) Consideration of Funding for Outside Non-profit Organizations - High Point Community Foundation
City Council is requested to consider the allocation of ARPA-enabled funds to the High Point Community Foundation, approve a budget ordinance amendment, and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Consideration of Funding for Outside Non-Profit Organizations - High Point Cor](#)
2. [2024-384](#) Consideration of a Resolution Authorizing an Agreement with North Carolina Department of Transportation (NCDOT)
City Council is requested to consider a Resolution for an agreement with NCDOT to provide funding for the FY2025 Furniture Market transportation services and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [NCDOT Furniture Market Funding Agreement](#)
3. [2024-385](#) Consideration of a Contract with Workforce Unlimited LLC
City Council is requested to consider a contract with Workforce Unlimited LLC in the amount of \$180,000 for temporary employee services for the Transit Division and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Workforce Unlimited LLC](#)
4. [2024-386](#) Consideration of a Contract with GMV Syncromatics
City Council is requested to consider a contract with GMV Syncromatics in the amount of \$298,079 for a real-time information system and

authorize the appropriate City Official(s) to execute all necessary documents.

Attachments: [GMV Syncromatics](#)

5. [2024-387](#) Consideration of a Contract with Yates Construction, Inc.
City Council is requested to consider a contract with Yates Construction, Inc. in the amount of \$6,554,229.50 for the Burton Avenue Roadway Improvements project and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Yates Construction, Inc.](#)
6. [2024-388](#) Consideration of a Contract with Bar Construction Company
City Council is requested to consider a contract with Bar Construction Company in the amount of \$999,000 for the replacement of the HVAC units and roof for the High Point Museum building, approve the budget amendment ordinance, and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Bar Construction Company](#)
7. [2024-389](#) Consideration of Sale of City Owned Property - 516 White Oak Street
City Council is requested to consider the sale of 516 White Oak Street in the amount of \$23,000 to Sterling Real Estate Development of North Carolina, LLC and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Sale of 516 White Oak Street](#)
8. [2024-391](#) Consideration for Land Acquisition for Future Fire Station and Radio Communications Tower - 2711 Highway 66 South 7.14 acres
City Council is requested to consider the purchase of approximately 7.14 acres of land at 2711 Highway 66 South in the amount of \$678,900 for a future fire station and radio tower site, approve the budget amendment, and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Highway 66 Property Acquisition](#)
9. [2024-396](#) Consideration of a Contract with North State Security Group
City Council is requested to consider a contract with North State Security Group in the amount of \$119,891.20 annually for security services for the High Point Public Library and authorize the appropriate City Official(s) to execute all necessary documents.
Attachments: [Contract North State Security](#)

ADJOURNMENT



City of High Point

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

Master

File Number: 2024-383

File ID: 2024-383

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 09/27/2024

File Name:

Final Action:

Title: Consideration of Funding for Outside Non-profit Organizations - High Point Community Foundation
City Council is requested to consider the allocation of ARPA-enabled funds to the High Point Community Foundation, approve a budget ordinance amendment, and authorize the appropriate City Official(s) to execute all necessary documents.

Notes:

Sponsors:

Enactment Date:

Attachments: Consideration of Funding for Outside Non-Profit Organizations - High Point Community Foundation

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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CITY OF HIGH POINT

AGENDA ITEM



TITLE: Consideration of Funding for Outside Non-Profit Organizations – High Point Community Foundation	
FROM: Stephen Hawryluk, Budget and Performance Director	MEETING DATE: October 7, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Budget Ordinance Amendment	

PURPOSE: To allocate American Rescue Plan Act (ARPA)-enabled funds to the High Point Community Foundation for the high-dosage tutoring program.

BACKGROUND: The City of High Point was awarded \$22,699,511 in ARPA funds. These funds were utilized for government services, to reduce the city’s administrative burden of federal uniform guidance. This allowable use freed up \$22,699,511 in local funds, which are designated as ARPA-enabled funds. To date, \$20,717,945 in ARPA-enabled funds has been allocated and \$1,981,566 remains unallocated.

As part of the FY 2024-25 annual non-profit application process, the High Point Community Foundation requested \$200,000 for the high-dosage tutoring program.

This program utilizes specially trained tutors to provide individual tutoring 2-6 hours per week for students who are not achieving literary skills. All students involved will be residents of High Point, targeting first grade students in high poverty elementary schools who scored well below the benchmark in acquiring literacy skills.

BUDGET IMPACT: The attached budget ordinance amendment transfers the funds for this allocation.

RECOMMENDATION/ACTION REQUESTED: The City Council is requested to approve the allocation of ARPA-enabled funds to the High Point Community Foundation, approve a budget ordinance amendment transferring the funds for this allocation, and authorize the appropriate city officials to execute all necessary documents.



"AN ORDINANCE AMENDING THE 2024-2025 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO TRANSFER FUNDS FOR THE HIGH POINT COMMUNITY FOUNDATION
HIGH-DOSAGE TUTORING PROGRAM

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

Section 1. The proposed amendment transfers \$200,000 in ARPA-enabled funds to be allocated to the High Point Community Foundation for the high-dosage tutoring program.

Section 2. The 2024-2025 Budget Ordinance of the City of High Point should be amended as follows:

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

Restricted Account for Future Use	-\$200,000
High Point Community Foundation	<u>\$200,000</u>
	\$0

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 7th day of October 2024

Cyril Jefferson, Mayor

ATTEST

Sandra Keeney, City Clerk



City of High Point

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

Master

File Number: 2024-384

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Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 09/27/2024

File Name:

Final Action:

Title: Consideration of a Resolution Authorizing an Agreement with North Carolina Department of Transportation (NCDOT)
City Council is requested to consider a Resolution for an agreement with NCDOT to provide funding for the FY2025 Furniture Market transportation services and authorize the appropriate City Official(s) to execute all necessary documents.

Notes:

Sponsors:

Enactment Date:

Attachments: NCDOT Furniture Market Funding Agreement

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

CITY OF HIGH POINT

AGENDA ITEM



TITLE: North Carolina Department of Transportation (NCDOT) Furniture Market Transportation Grant Agreement	
FROM: Angela Wynes, Transit Manager	MEETING DATE: October 7, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Grant Award Letter Authorizing Resolution Agreement	

PURPOSE: To enter into an agreement with NCDOT to provide funding for the FY2025 Furniture Market transportation services.

BACKGROUND: The North Carolina Department of Transportation Integrated Mobility Division annually provides financial assistance to assist with transportation services during each of the bi-annual Furniture Markets. The grant agreement provides \$1,700,000 in funding to assist with transportation services for the October 2023 and April 2024 Furniture Markets.

BUDGET IMPACT: This item is a pass-through item and has a neutral impact on the City's FY2025 budget.

RECOMMENDATION/ACTION REQUESTED: Staff recommends that the City Council adopt the Authorizing Resolution for an agreement with NCDOT and authorize the appropriate city staff or officials to execute all necessary documents.





STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J.R. "JOEY" HOPKINS
SECRETARY

August 25, 2024

Ms. Tasha Logan-Ford, City Manager
City of High Point
PO Box 230
High Point, North Carolina 27261

RE: FY25 Demonstration Grant Program
Project No.: 25-DG-113
WBS Element No.: 36223.13.17.2
Period of Performance: 7/1/2024 – 6/30/2025

Dear Ms. Logan-Ford:

On September 4, 2024, the Board of Transportation approved your organization's request for an FY25 Demonstration Grant in the amount of \$1,700,000. The agreement to be executed between City of High Point and NCDOT is enclosed. The individual authorized to enter into this agreement for financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed.

Please refer to Section 6b of the grant agreement that requires sub-recipients to submit monthly or quarterly requests for reimbursement.

If you have any question related to the grant agreement, please contact Myra Freeman, Financial Manager at 919-707-4672 or your assigned Accounting Specialist. In any correspondence, please reference your assigned project number, WBS element, Agreement number and period of performance referenced on this letter.

Sincerely,

A handwritten signature in cursive script that reads "Brennon Fuqua".

Brennon Fuqua
Director

BF\mf
CC: Angela W. Wynes, Transit Manager
Attachments

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
INTEGRATED MOBILITY DIVISION
1550 MAIL SERVICE CENTER
RALEIGH, NC 27699-1550

Telephone: (919) 707-4670
Fax: (919) 733-1391
Customer Service: 1-877-368-4968

Location:
1 SOUTH WILMINGTON STREET 2
RALEIGH, NC 27601

Website: ncdot.gov

RESOLUTION
AUTHORIZING THE CITY OF HIGH POINT
TO ENTER INTO AN AGREEMENT WITH
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

A motion was made by _____ (*name and title*) and seconded by _____ (*name and title*) for adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, the **City of High Point** has requested the North Carolina Department of Transportation to assist in the funding of **transportation services for the biennial Furniture Market**; and

WHEREAS, the **North Carolina Department of Transportation** will provide **up to \$1,700,000** of the cost of the above described project;

NOW THEREFORE, BE IT RESOLVED that the **City Manager** is hereby authorized to enter into a contract with the Department of Transportation and execute all agreements and contracts with the North Carolina Department of Transportation, Public Transportation Division.

ATTEST:

Cyril Jefferson, Mayor

Sandra Keeney, City Clerk

.....
I, **Sandra Keeney, City Clerk** do hereby certify that the above is a true and correct copy of an excerpt of the minutes of a meeting of the **High Point City Council** duly held on the **7th** day of **October, 2024**.

Sandra Keeney, City Clerk

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
and
CITY OF HIGH POINT**

**PUBLIC TRANSPORTATION GRANT AGREEMENT FOR
DEMONSTRATION GRANT PROGRAM**

State Award Identification

NCDOT Program Number: **DOT-11**
Application Number: **1000022404**
Agreement Number:
NCDOT Project Number: **25-DG-113**
Indirect cost rate: **N/A**
Unique Entity Identifier (UEI)
Number: **UVJAHE7H36N6**
Total YTD Awards: **\$3,630,644**
Total amount of Award: **\$1,700,000**
 State: **\$1,700,000**
 Local: **\$0**
Award Period of Performance
Start Date: **JULY 1, 2024**
End Date: **JUNE 30, 2025**



State Funded Programs:

- Advanced Technology Program (AT)**
- Demonstration Grant Program (DG)**
- Coordination (CO) / Consolidated (CN) for Regional Service Program (ConCPT)**
- Rural State Operating Program (RO)**
- Rural State Capital Program (RC)**
- Transit Demand Management Program (TDM)**
- Ride Share Program (RS)**
- Traveler's Aid Program (TA)**

Urban State Match Program (UM)

THIS AGREEMENT made this the ____ day of _____, 20____, (hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an agency of the State of North Carolina) and **CITY OF HIGH POINT**, (acting in its capacity as the grant recipient hereinafter referred to as the "Grantee" and together with Department as "Parties").

1. Purpose of Agreement

The purpose of this Agreement is to provide for the undertaking of nonurbanized and small urban public transportation services as described in the project application (hereinafter referred to as "Project") and to state the terms and conditions as to the manner in which the Project will be undertaken and completed. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

2. Availability of Funds

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

3. Period of Performance

This Agreement shall commence upon the date of execution with a period of performance for all expenditures that extends from **JULY 1, 2024 to JUNE 30, 2025**. Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Department or FTA. The Grantee shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

4. Project Implementation

a. Scope of Project. **The City of High Point will support transportation for the annual Fall and Spring furniture markets in High Point and will disburse up to \$850,000 for each market subject to appropriations by the legislature.**

b. The Grantee shall undertake and complete the project in accordance with the procedures, terms, and conditions herein and as included in the related grant

application for financial assistance, the terms of which are incorporated by reference.

- c. Amendment. Any amendment to this Agreement shall be done in writing and in accordance with established policies and procedures and only by mutual consent of the Parties.

5. Cost of Project/Project Budget

The total cost of the Project approved by the Department is **ONE MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$1,700,000)** as set forth in the Project Description and Budget, incorporated into this Agreement as **Attachment A**. The Department shall provide, from State funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible Administrative, Operating, and Capital expenses. The Grantee hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department’s maximum (State shares) contribution. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Grantee which have the effect of reducing the actual cost.

Operating WBS	Operating Total	Operating Federal (0%)	Operating State (100%)	Operating Local (0%)
36223.13.17.2	\$1,700,000	\$0	\$1,700,000	\$0
Agreement #				
Project Total	Project Total	Project Total Federal	Project Total State	Project Total Local
	\$1,700,000	\$0	\$1,700,000	\$0

6. Project Expenditures, Payments, and Reimbursement

- a. General. The Department, utilizing available state and federal funds, shall reimburse the Grantee for allowable costs for work performed under the terms of this Agreement.
- b. Reimbursement Procedures. The Grantee shall submit for reimbursement all eligible costs incurred within the agreement Period of Performance.
 - i. Claims for reimbursement shall be made no more than monthly or less than quarterly, using the State’s grant system, Enterprise Business Services (EBS) Partner Application.
 - ii. All requests for reimbursement must be submitted within (30) days following the end of the project’s reporting period. Any Grantee that fails to submit a request for reimbursement for the first two quarters of

agreement fiscal year by January 31 or the last two quarters by July 31 will forfeit its ability to receive reimbursement for those periods.

- iii. All payments issued by the Department will be on a reimbursable basis unless the Grantee requests and the Department approves an advance payment.
 - iv. Supporting documentation for proof of payment may be requested.
- c. Grantee Funds. Prior to reimbursement, the Grantee shall provide the Department with proof that the Grantee has met its proportionate share of project costs from sources other than FTA or the Department. Any costs for work not eligible for Federal and State participation shall be financed one hundred percent (100%) by the Grantee.
- d. Operating Expenditures. In order to assist in financing the operating costs of the project, the Department shall reimburse the Grantee for the lesser of the following when providing operating assistance:
- i. The balance of unrecovered operating expenditures after deducting all farebox revenue, or
 - ii. The percentage specified in the Approved Project Budget of the allowable total operating expenditures which shall be determined by available funding.
- e. Travel Expenditures. The Grantee shall limit reimbursement for meals, lodging and travel to rates established by the State of North Carolina Travel Policy. Costs incurred by the Grantee in excess of these rates shall be borne by the Grantee.
- f. Allowable Costs. Expenditures made by the Grantee shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:
- i. Consistent with the Project Description, plans, specifications, and Project Budget and all other provisions of this Agreement
 - ii. Necessary in order to accomplish the Project
 - iii. Reasonable in amount for the goods or services purchased
 - iv. Actual net costs to the Grantee, i.e., the price paid minus any refunds (e.g., refundable sales and use taxes pursuant to NCGS 105-164.14), rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred

- v. Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the Department to the contrary is received
 - vi. Satisfactorily documented
 - vii. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department
- g. Excluded Costs.** The Grantee understands and agrees that, except to the extent the Department determines otherwise in writing, the Department will exclude:
- i. Any Project cost incurred by the Grantee before the period of performance of the agreement,
 - ii. Any cost that is not included in the latest Approved Project Budget,
 - iii. Any cost for Project property or services received in connection with a third-party contract, sub-agreement, lease, or other arrangement that is required to be, but has not been, concurred in or approved in writing by the Department, and
 - iv. Any cost ineligible for FTA participation as provided by applicable Federal or State laws, regulations, or directives.
- h. Final Allowability Determination.** The grantee understands and agrees that payment to the grantee on any Project cost does not constitute the Federal or State Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the grantee of the terms of this Agreement. The grantee acknowledges that the Federal or State Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the Federal or State Government determines that the grantee is not entitled to receive any portion of the Federal or State assistance the grantee has requested or provided, the Department will notify the Grantee in writing, stating its reasons. The Grantee agrees that Project closeout will not alter the Grantee's responsibility to return any funds due the Federal or State Government as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the Federal or State Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal or State law or regulation, the Federal or State Government may recover any Federal or State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the Federal or State Government may have against the Grantee.

- i. Federal or State Claims, Excess Payments, Disallowed Costs, Including Interest.
 - i. Grantee's Responsibility to Pay. Upon notification to the Grantee that specific amounts are owed to the Federal or State Government, whether for excess payments of Federal or State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Grantee agrees to remit to the Department promptly the amounts owed, including applicable interest and any penalties and administrative charges within 60 days of notification.
 - ii. Interest Paid to the Department. The Grantee agrees to remit to the Department interest owed as determined in accordance with NCGS § 147-86.23.
 - iii. Interest and Fees Paid on Federal Funds. For amounts owed by the Grantee to the Federal Government, whether for excess payments of Federal assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Grantee agrees to remit to the Federal Government promptly the amounts owed, including applicable interest, penalties and administrative charges as established by the Federal Transit Authority Master Agreement with NCDOT.
- j. De-obligation of Funds. The Grantee agrees that the Department may de-obligate unexpended Federal and State funds for grants that are inactive for six months or more.
- k. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Grantee has remitted the proper refund. The Grantee agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement.

7. Accounting Records

- a. Establishment and Maintenance of Accounting Records. The Grantee shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved Project Budget and shall be reported to the Department in accordance with NCDOT Uniform Public Transportation Accounting System (UPTAS) guide.
- b. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Grantee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

8. Reporting, Record Retention, and Access

- a. Progress Reports.** The Grantee shall advise the Department, through EBS, regarding the progress of the Project at a minimum quarterly, and at such time and in such a manner as the Department may require. Such reporting and documentation may include, but not be limited to: operating statistics, equipment usage, meetings, progress reports, and monthly performance reports. The Grantee shall collect and submit to the Department such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Department. Reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the Department. Progress reports throughout the useful life of the project equipment shall be used, in part, to document utilization of the project equipment. Failure to fully utilize the project equipment in the manner directed by the Department shall constitute a breach of contract, and after written notification by the Department, may result in termination of the Agreement or any such remedy as the Department deems appropriate.
- b.** Failure to comply with grant reporting and compliance guidelines set forth in the NCDOT PTD State Management Plan could result in financial penalties up to and including loss of current and future grant funding.
- c. Record Retention.** The Grantee and its third party subrecipients shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Grantee, or until all audit exceptions have been resolved, whichever is longer.
- d. Project Closeout.** The Grantee agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.
- e. State Auditor Oversight.** The Grantee agrees to audit oversight by the Office of the State Auditor, the Department, and the Department's Office of Inspector General, to provide the Office of the State Auditor, the Department, and the Department's Office of Inspector General with access to accounting records, and to make available any audit work papers in the possession of any auditor of the Grantee.
- f. Financial Reporting and Audit Requirements.** In accordance with 09 NCAC 03M.0205, all reports shall be filed with the Department in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audit Reports must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.
- g. Parts Inventory.** Financial audits must address parts inventory management.

- h. Third Party Loans. Within 30 days of receipt, the Grantee shall disclose to the Department any loans received from a local government entity or other entity not party to this agreement.
- i. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F, "Audit Requirements" are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in Title 2 CFR 200, Subpart E, "Cost Principles." The cost of any audit not conducted in accordance with Title 2 CFR 200 and NCGS§ 159-34 is unallowable and shall not be charged to State or Federal grants.

9. Compliance with Laws and Regulations

- a. No terms herein shall be construed in a manner that conflicts with the rules and regulations of the Department or with state or federal law.
- b. The Grantee agrees to comply with all applicable state and federal laws and regulations, including titles 09 NCAC 3M and 19A NCAC 5B, as amended.

10. Conflicts of Interest Policy

The grantee agrees to file with the Department a copy of the grantee's policy addressing conflicts of interest that may arise involving the grantee's management employees and the members of its board of directors or other governing body. The grantee's policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the grantee's employees or members of its board or other governing body, from the grantee's disbursing of State funds, and shall include actions to be taken by the grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The conflicts of interest policy shall be filed with the Department prior to the Department disbursing funds to the grantee.

Prohibition on Bonus or Commission Payments

The Grantee affirms that it has not paid and will not pay any bonus or commission to any party to obtain approval of its Federal or State assistance application for the Project.

11. Tax Compliance Certification

The Grantee shall complete and submit to the Department a sworn written statement pursuant to NCGS 143C-6-23(c), stating that the Grantee does not have any overdue tax debts, as defined by GS 105-243.1, at the Federal, State, or local level. The Grantee acknowledges that the written statement must be submitted to the Department prior to execution of this Agreement and disbursement of funds. The certification will be incorporated into this Agreement as Attachment B.

12. Assignment

- a. Unless otherwise authorized in writing by the Department, the Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department.
- b. The Grantee agrees to incorporate the terms of this agreement and any applicable State or Federal requirements into written third-party contracts, sub-agreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance, except to the extent the Department determines otherwise in writing.

13. Hold Harmless.

Except as prohibited or otherwise limited by law, the Grantee agrees to indemnify, save, and hold harmless the Department, the State of North Carolina and the United States of America and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project.

14. Real Property, Equipment, and Supplies.

Federal or State Interest. The Grantee understands and agrees that the Federal or State Government retains an interest in any real property, equipment, and supplies financed with Federal or State assistance (Project property) until, and to the extent, that the Federal or State Government relinquishes its Federal or State interest in that Project property. NCDOT shall be informed and included in all ribbon cuttings / dedications / groundbreakings. With respect to any Project property financed with Federal or State assistance under this Agreement, the Grantee agrees to comply with the following provisions, except to the extent FTA or the Department determines otherwise in writing:

- a. Use of Project Property. The Grantee agrees to maintain continuing control of the use of Project property. The Grantee agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period and used to support public transportation activities) for the duration of the useful life of that property, as required by FTA or the Department. Should the Grantee unreasonably delay or fail to use Project property during the useful life of that property, the Grantee agrees that it may be required to return the entire amount of the Federal and State assistance expended on that property. The Grantee further agrees to notify the Department immediately when any Project property is withdrawn from Project use

or when any Project property is used in a manner substantially different from the representations the Grantee has made in its Application or in the Project Description for this Agreement for the Project. In turn, the Department shall be responsible for notifying FTA.

- b. Maintenance and Inspection of Vehicles. The Grantee shall maintain vehicles at a high level of cleanliness, safety, and mechanical soundness in accordance with the minimum maintenance requirements recommended by the manufacturer and comply with the Department's State Management Plan ("SMP"). The Grantee shall register all vehicle maintenance activities into the Department's Asset Management System (AssetWorks) or an electronic version of same. The Department shall conduct frequent inspections to confirm proper maintenance pursuant to this subsection and the SMP. The Grantee shall collect and submit to the Department at such time and in such manner as it may require information for the purpose of the Department's Asset Management System (AssetWorks) and the Transit Asset Maintenance ("TAM") Plan.
- c. Maintenance and Inspection of Facilities and Equipment. The Grantee shall maintain any Project facility, including any and all equipment installed into or added on to the facility as part of the Project, in good operating order and at a high level of cleanliness, safety and mechanical soundness in accordance with good facility maintenance and upkeep practices and in accordance with the minimum maintenance requirements recommended by the manufacturer for all equipment installed in or added to the facility as part of the Project. Such maintenance shall be in compliance with applicable Federal and state regulations or directives that may be issued, except to the extent that the Department determines otherwise in writing. The Grantee shall document its maintenance program in a written plan. The Department shall conduct inspections as it deems necessary to confirm proper maintenance on the part of the Grantee pursuant to this subsection and SMP. Such inspections may or may not be scheduled ahead of time but will be conducted such that they shall not significantly interfere with the ongoing and necessary functions for which the Project was designed. The Grantee shall make every effort to accommodate such inspections by the Department in accordance with the Department's desired schedule for such inspections.
- d. The Grantee shall collect and submit to the Department at such time and in such manner as the Department may require information for the purpose of updating the TAM Plan Inventory and any and all other reports the Department deems necessary. The Grantee shall also maintain and make available to the Department upon its demand all documents, policies, procedures, purchase orders, bills of sale, internal work orders and similar items that demonstrate the Grantee's maintenance of the facility in good operating order and at a high level of cleanliness, safety and mechanical soundness.
- e. Incidental Use. The Grantee agrees that any incidental use of Project property will not exceed that permitted under applicable laws, regulations, and directives.

- f. Title to Vehicles. The Certificate of Title to all vehicles purchased under the Approved Budget for this Project shall be in the name of the Grantee. The Department's Public Transportation Division shall be recorded on the Certificate of Title as first lien-holder. In the event of project termination or breach of contract provisions, the Grantee shall, upon written notification by the Department, surrender Project equipment and/or transfer the Certificate(s) of Title for Project equipment to the Department or the Department's designee within 30 days of request.
- g. Encumbrance of Project Property. The Grantee agrees to maintain satisfactory continuing control of Project property as follows:
 - (1) Written Transactions. The Grantee agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.
 - (2) Oral Transactions. The Grantee agrees that it will not obligate itself in any manner to any third party with respect to Project property.
 - (3) Other Actions. The Grantee agrees that it will not take any action adversely affecting the Federal and State interest in or impair the Grantee's continuing control of the use of Project property.
- h. Alternative Use, Transfer, and Disposition of Project Property. The Grantee understands and agrees any alternative uses, transfers, or disposition of project property must be approved by the Department and done in accordance with Departmental procedures.
- i. Insurance Proceeds. If the Grantee receives insurance proceeds as a result of damage or destruction to the Project property that has not met its useful life, the Grantee agrees to:
 - (1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or
 - (2) Return to the Department an amount equal to the remaining Federal and State interest in the damaged or destroyed Project property.
- j. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Grantee's knowledge and consent, the Grantee agrees to restore the Project property to its original condition or refund the value of the Federal and State interest in that property, as the Department may require.

- k. Responsibilities after Project Closeout. The Grantee agrees that Project closeout by the Department will not change the Grantee's Project property management responsibilities, and as may be set forth in subsequent Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing.

15. Insurance

The Grantee shall be responsible for protecting the state and/or federal financial interest in the facility construction/renovation and equipment purchased under this Agreement throughout the useful life. The Grantee shall provide, as frequently and in such manner as the Department may require, written documentation that the facility and equipment are insured against loss in an amount equal to or greater than the state and/or federal share of the real value of the facility or equipment. Failure of the Grantee to provide adequate insurance shall be considered a breach of contract and, after notification may result in termination of this Agreement. In addition, other insurance requirements may apply. The Grantee agrees to comply with the insurance requirements normally imposed by North Carolina State and local laws, regulations, and ordinances, except to the extent that the Department determines otherwise in writing.

16. Termination

- a. Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law.
- b. Should the Grantee terminate the Agreement without the concurrence of the Department, the Grantee shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the work.

17. Additional Repayment Requirements and Remedies

- a. The repayment requirements and remedies addressed in this Paragraph are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the Department is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- b. If there is a breach of any of the requirements, covenants or agreements in this Agreement (including, without limitation, any reporting requirements), or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof), the Grantee agrees that the Department may require repayment from the

Grantee of an amount of funds to be determined in the Department's sole discretion but not to exceed the amount of funds the Grantee has already received under this Agreement.

18. Civil Rights

- a. Civil Rights Requirements. The Recipient agrees that it must comply with applicable federal civil rights laws, regulations, and requirements, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or a federal program, including the Indian Tribe Recipient or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with each civil rights statute, including compliance with equity in service requirements.
- b. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that it and each Third Party Participant will:
 - (1) Prohibit discrimination based on race, color, religion, national origin, sex (including gender identity), disability, or age.
 - (2) Prohibit the:
 - (a) Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332,
 - (b) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332, or
 - (c) Discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.
 - (3) Follow:
 - (a) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance, but
 - (b) FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.
- c. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will:
 - (1) Prohibit discrimination based on race, color, or national origin,
 - (2) Comply with:
 - (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq.*,
 - (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted

Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 C.F.R. part 21, and

- (c) Federal transit law, specifically 49 U.S.C. § 5332, and
- (3) Follow:
- (a) The most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance,
 - (b) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and
 - (c) All other applicable federal guidance that may be issued.
- d. Equal Employment Opportunity.
- (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and:
 - (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*,
 - (b) Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965 (42 U.S.C. § 2000e note,), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
 - (c) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement,
 - (d) FTA Circular 4704.1 “Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients,” and
 - (e) Follow other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability,
 - (2) Specifics. The Recipient agrees to, and assures that each Third Party Participant will:
 - (a) Prohibited Discrimination. Ensure that applicants for employment are employed and employees are treated during employment without discrimination based on their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, as provided in Executive Order No. 11246 and by any later Executive Order that amends or supersedes it, and as specified by U.S. Department of Labor regulations,
 - (b) Affirmative Action. Take affirmative action that includes, but is not limited to:
 - 1 Recruitment advertising, recruitment, and employment,

TrAMS. The Recipient must also submit additional notifications if options are exercised in subsequent years to ensure that the TVM is still in good standing.

- (4) Assurance. As required by 49 C.F.R. § 26.13(a):
- (a) Recipient Assurance. The Recipient agrees and assures that:
 - 1 It must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 C.F.R. part 26,
 - 2 It must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT- assisted contracts,
 - 3 Its DBE program, as required under 49 C.F.R. part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement, and
 - 4 Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement.
 - (b) Subrecipient/Third Party Contractor/Third Party Subcontractor Assurance. The Grantee agrees and assures that it will include the following assurance in each subagreement and third party contract it signs with a Subrecipient or Third Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs:
 - 1 The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26,
 - 2 The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable,
 - 3 Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 12.e(4)(b) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable, and
 - 4 The following remedies, or such other remedy as the Recipient deems appropriate, include, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated

damages, and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible.

- (5) Remedies. Upon notification to the Recipient of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 C.F.R. part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*

- f. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with federal prohibitions against discrimination based on sex, including:
 - (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.*,
 - (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25, and
 - (3) Federal transit law, specifically 49 U.S.C. § 5332.

- g. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with federal prohibitions against discrimination based on age, including:
 - (1) The Age Discrimination in Employment Act, 29 U.S.C. §§ 621 – 634, which prohibits discrimination based on age,
 - (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625,
 - (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, which prohibits discrimination against individuals based on age in the administration of Programs, Projects, and related activities receiving federal assistance,
 - (4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and
 - (5) Federal transit law, specifically 49 U.S.C. § 5332.

- h. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following federal prohibitions against discrimination based on disability:
 - (1) Federal laws, including:
 - (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted Programs, Projects, or activities,
 - (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities:

- 1 For FTA Recipients generally, Titles I, II, and III of the ADA apply, but
- 2 For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of “employer,”
- (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities,
- (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and
- (e) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.
- (2) Federal regulations and guidance, including:
 - (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37,
 - (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27,
 - (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38,
 - (d) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39,
 - (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35,
 - (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36,
 - (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630,
 - (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, subpart F,
 - (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194,
 - (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609,
 - (k) FTA Circular 4710.1, “Americans with Disabilities Act: Guidance,” and
 - (l) Other applicable federal civil rights and nondiscrimination regulations and guidance.
- i. Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections

of:

- (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 *et seq.*,
 - (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 *et seq.*, and
 - (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.
- j. Access to Services for Persons with Limited English Proficiency. The Recipient agrees to promote accessibility of public transportation services to persons with limited understanding of English by following:
- (1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, (65 *Fed. Reg.* 50121,) and
 - (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 *Fed. Reg.* 74087, December 14, 2005.
- k. Other Nondiscrimination Laws, Regulations, Requirements, and Guidance. The Recipient agrees to comply with other applicable federal nondiscrimination laws, regulations, and requirements, and follow federal guidance prohibiting discrimination.
- l. Remedies. Remedies for failure to comply with applicable federal Civil Rights laws, regulations, and requirements, and failure to follow guidance may be enforced as provided in those federal laws, regulations, requirements, or guidance.

20. Choice of Law and Venue

This agreement is to be interpreted according to the laws of the State of North Carolina.

21. Severability

If any provision of the FTA Master Agreement or this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal or State laws or regulations.

22. Contract Administrators.

All notices permitted or required to be given by one Party to the other and all questions about this Agreement from one Party to the other shall be addressed and delivered to the other Party’s Contract Administrator. The name, postal address, street address,

telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, postal address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Department:

Name: Myra Freeman
Title: Financial Manager
Agency: NCDOT/PTD
Email: Msfreeman1@ncdot.gov
MSC: 1550 Mail Service Center – Raleigh, NC 27699-1550
Physical Address: 1 S. Wilmington St, Rm 542, Transportation Building, Raleigh, NC 27601
Phone: 919-707-4672 Fax: 919-733-2304

For the Grantee:

Name: Angela wynes
Title: Transit Manager
Agency: City of High Point
Address: 716 W Martin Luther King Jr Dr. High Point, NC 27262
Email: angela.wynes@highpointnc.gov
Phone: 336.883.3062

IN WITNESS WHEREOF, this Agreement has been executed by the Department, an agency of the State of North Carolina, and the Grantee by and through a duly authorized representative and is effective the date and year first above written.

CITY OF HIGH POINT

GRANTEE'S FEDERAL TAX ID NUMBER: 56-6000321

GRANTEE'S FISCAL YEAR END: **JUNE 30, 2025**

BY:

TITLE: **CITY MANAGER**

ATTEST:

TITLE:

DEPARTMENT OF
TRANSPORTATION

BY:

TITLE: **DEPUTY SECRETARY FOR
MULTI-MODAL TRANSPORTATION**



City of High Point

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

Master

File Number: 2024-385

File ID: 2024-385

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 09/27/2024

File Name:

Final Action:

Title: Consideration of a Contract with Workforce Unlimited LLC
City Council is requested to consider a contract with Workforce Unlimited LLC in the amount of \$180,000 for temporary employee services for the Transit Division and authorize the appropriate City Official(s) to execute all necessary documents.

Notes:

Sponsors:

Enactment Date:

Attachments: Workforce Unlimited LLC

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Contract for Temporary Employee Services for the Transit Division	
FROM: Angela Wynes, Transit Manager	MEETING DATE: October 7, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: Purchasing RFP 56-062724
ATTACHMENTS: RFP Evaluation Tabulation Bid Recommendation Form	

PURPOSE: Award a contract to Workforce Unlimited, LLC to provide temporary employees to assist the Transit Division with covering vacancies and compliance with transit grant funding and monitoring service requirements.

BACKGROUND: The Transit Division uses temporary employees to fill the Transit Equipment Service Attendant positions, which have been challenging to recruit and retain. The Transit Division will also use temporary employees to provide "mystery rider" services to monitor customer service, safety, and compliance with the Americans with Disabilities Act. Purchasing issued an RFP for these services in June 2024.

BUDGET IMPACT: Funds are included in the Transit Division operating budget to cover this service.

RECOMMENDATION/ACTION REQUESTED: Staff recommends that the City Council award a contract to Workforce Unlimited LLC in the amount of \$180,000 and authorize the appropriate city officials to execute all necessary documents.

City of High Point

RFP 56-062724 Transit Division Temp Employee

RFP #56-062724

Reviewer:	AW	TA	SW	AL		Total Average Score	
<u>Vendor Name</u>							
Blue Arbor							
The Bardley Group	65	59	49	64		59.25	4
Greene Resources							
Halcyon	36	54	38	47		43.75	5
Lingo							
Logistics	67	70	65	44		61.5	3
Medical Edge	83	63	65	46		64.25	2
Staffactory							
Workforce	84	87	87	75		83.25	1

BID RECOMMENDATION

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPEN:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
641621	527202	641251106010	70304	
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: Digitally signed by Greg Venable Date: 2024.09.24 15:38:02 -04'00' DATE:

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

PURCHASING MANAGER: Digitally signed by Candy E. Harmon Date: 2024.09.26 14:23:26 -04'00' DATE:

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR: Digitally signed by Bobby Fitzjohn Date: 2024.09.30 11:35:51 -04'00' DATE:

CITY MANAGER: DATE:

(For City Council Approval Only)



City of High Point

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

Master

File Number: 2024-386

File ID: 2024-386

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 09/27/2024

File Name:

Final Action:

Title: Consideration of a Contract with GMV Syncromatics
City Council is requested to consider a contract with GMV Syncromatics in the amount of \$298,079 for a real-time information system and authorize the appropriate City Official(s) to execute all necessary documents.

Notes:

Sponsors:

Enactment Date:

Attachments: GMV Syncromatics

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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CITY OF HIGH POINT

AGENDA ITEM



TITLE: GMV Syncromatics Real-Time Information System	
FROM: Angela Wynes, Transit Manager	MEETING DATE: October 7, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: PART Master Agreement Bid Recommendation Form	

PURPOSE: Award a contract to GMV Syncromatics to provide a real-time information to allow operations staff and the public to track the location of buses and obtain real-time arrival and departure information.

BACKGROUND: In August 2021, the City of High Point participated in a joint procurement with the Piedmont Authority for Regional Transportation (PART) and seven (7) other partner agencies to request proposals from qualified firms to procure a real-time information IT solution and related technological features and services. The evaluation team received and reviewed proposals from four (4) firms. The evaluation team deemed that GMV Syncromatics submitted the proposal that was of the best value to the participating agencies. PART awarded a master services agreement on March 9, 2022, which expires on the 5th anniversary date of the agreement. PART, Link Transit (Burlington), Davidson County Transportation, and Greensboro Transit have implemented their systems. Winston-Salem Transit is in the implementation process, with an anticipated go-live in November 2024.

BUDGET IMPACT: The initial contract, valued at \$298,079.00, will last three years with two one-year options. Funds are included in the Transit Division operating budget to cover this service.

Federal 80%	\$238,463
City 20%	\$59,616
	\$298,079

RECOMMENDATION/ACTION REQUESTED: Staff recommends that the City Council award a contract to GMV Syncromatics and authorize the appropriate city officials to execute all necessary documents.



NOTIFICATION OF AWARD OF CONTRACT AND MASTER SERVICES AGREEMENT

THIS NOTIFICATION OF AWARD OF CONTRACT AND MASTER SERVICES AGREEMENT (“Agreement”) is made as of the 9 day of March, 2022, by and among the Piedmont Authority for Regional Transportation (“PART”), acting on behalf of PART, the Greensboro Transit Authority, High Point Transit, Winston-Salem Transit Authority, Link Transit, Chapel Hill Transit, Davidson County Transportation, and Orange County Transportation (collectively, the “Consortium” and each a “Constituent”) and GMV Syncromatics Corporation. (“Contractor”).

RECITALS

PART has issued Request for Proposal RFP# 2021.8.30 REAL-TIME (the “RFP”), attached to this Agreement as Exhibit A, on behalf of the Consortium, requesting proposals for the design and delivery of Public Transit Advanced Technology system software, hardware and support equipment and devices; and

PART, on behalf of the Consortium, and Contractor desire to enter into this Agreement, which along with the Contractor/Constituent Agreements (as defined below), shall govern the terms of Contractor’s performance of those services described in the RFP.

In consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Contract Documents and Order of Precedence.

This Agreement consists of and incorporates the documents listed below as if they were fully set forth in this Agreement, and in case of any conflict among the documents, the order of precedence shall be:

1. This Agreement (including its incorporated terms);
2. The Fixed Price Product & Services Maintenance Support Agreement between Contractor and each Constituent (each, a “Contractor/Constituent Agreement”);
3. Contractor’s Best and Final Offer (including Contractor Proposal) (attached to this Agreement as Exhibit B);
4. Compliance Forms and DBE (attached to this Agreement as Exhibit C);
5. PART Board of Trustee’s acceptance and awarding resolution (attached to this Agreement as Exhibit D);

2. Obligations of Constituents to Contractor.

Provisions of the RFP that refer to PART and place certain obligations on PART shall be the obligations of the Constituent member and not PART (except in those instances where PART is the Constituent). In the interpretation of this Agreement with respect to any matter related to a purchase order, references to



“PART” shall refer to the Constituent identified in the purchase order. Notwithstanding anything to the contrary: (i) PART shall have none of the obligations of the “Consortium Member Agencies” described in the RFP, Contractor’s Best and Final Offer, or the various exhibits, and shall further have no other obligations to Contractor, except those expressly set forth in the terms of this Agreement and the specific Contractor/Constituent Agreement entered into by PART, without reference to any documents, agreements or instruments incorporated in this Agreement, except where PART is purchasing advanced technology software, hardware and supporting devices and equipment for its own account pursuant to a purchase order; (ii) PART and its current and future affiliates shall not be liable for any obligations of any other Constituent under this Agreement; and (iii) the Constituents (not including PART), and their current and future affiliates, shall not be liable for any of the obligations of PART to Contractor.

3. Representations and Warranties.

Any representations and warranties made or agreed to by Contractor in the terms of the RFP, Contractor’s Best and Final Offer, the included exhibits, or any certifications delivered in connection with the foregoing shall be true and correct in all material respects as of the date of this Agreement and through the end of the term of this Agreement, unless a later date is specified within the Agreement Documents.

4. Compensation.

The Constituent shall pay the amount approved by the PART Board of Trustees’s adopted resolution of March 9, 2022 (attached to this Agreement as **Exhibit D**) for award and pricing, and except as otherwise agreed upon by the parties in writing, the Contractor shall accept the amount as full compensation for all costs and expenses of completing the Work in accordance with the Agreement, including but not limited to all labor and material required, overhead, storage and shipping, risks and obligations, taxes (as applicable), fees and profit, and any unforeseen costs as referenced in the Best and Final Offer (BAFO) contained within **Exhibit B**.

Associated expenses for all other purchase types including alternate equipment, optional equipment, special tools, spare parts and training will utilize the pricing as submitted by the contracting manufacturer from original submission and Best and Final Offer. Adjustment of costs due to an increase in the Producer Price Index (“PPI”) will not be recognized where applicable as standard annual cost increases; whereas any associated cost increase for contract years 2-5 shall be mutually agreed by Agency and Contractor for those items not already prescribed.

5. Contract Term and Period of Performance

The effective date of this Agreement shall be the date set forth by approval of the governing body as adopted by the PART Board of Trustees of March 9, 2022 serving as authorization for the Notice to Proceed (NTP). The Contractor shall commence work after the effective date of the Agreement, upon receipt of the NTP. This Agreement shall expire on the 5th anniversary of its effective date.

Constituents may issue purchase orders to Contractor. The Contract delivery date for the products and services, in accordance with the schedule shall be confirmed by the Contractor at the request of the Consortium Transit Agency. Time is of the essence with respect to all deliveries.



6. Notices.

Any Notice legally required to be given by one party to another under the Agreement shall be in writing, dated and signed by the party giving the Notice or by a duly authorized representative of the notifying party.

Notices shall not be effective unless transmitted by any method that provides confirmation of transmission and delivery, such as fax, certified mail, electronic mail, or registered mail and addressed to:

The Constituent involved pursuant to contact requirements of each agreement
Between the Constituent and Contractor

And to:

Piedmont Authority for Regional Transportation (PART)
107 Arrow Rd., Greensboro NC 27409
Attn: PART CEO/General Manager
Re: RFP#2021.8.30 Real-Time

GMV Syncromatics Corporation
523 W. 6th Street, Suite 444
Los Angeles, CA 90014
Attn: President
Re: RFP#2021.8.30 Real-Time
With a copy via email to sales@gmvsync.com

7. Choice of Law and Forum.

This Agreement shall be governed in accordance with North Carolina law, without reference to its conflict of law principles. Any claim for breach or enforcement of this Agreement shall be filed in the General Court of Justice, Guilford County, North Carolina.

8. Modification.

No modifications of this Agreement shall be valid unless reduced to writing and signed by all parties to this Agreement.

9. Severability.

The provisions of this Agreement are intended to be severable. Any and all provisions of this Agreement that are prohibited, unenforceable, or otherwise not authorized in any jurisdiction shall, as to the portion and/or jurisdiction only, be deemed ineffective to the extent of the prohibition, unenforceability, or non-authorization, without invalidating the remaining provisions(s) of this Agreement in the applicable jurisdiction, or affecting the continuing validity, enforceability, or legality of this Agreement in any other jurisdiction.

10. Signature Warranty.

Any party executing this Agreement as a corporate or other legal entity represents to the other parties to this Agreement that the entity is duly organized, validly existing, and in good standing under the laws of



the State of North Carolina or otherwise under the laws of the state of its formation, and is qualified to transact the business contemplated in this Agreement within the state of North Carolina, and further that any party executing the Agreement on behalf of an entity, has the full power and authority to do so without any further authorization being required from any party, and by his or her signature legally binds the entity to the terms and conditions of this Agreement.

11. Entire Agreement.

This Agreement, including the Agreement Documents, constitutes the complete and entire agreement between PART, acting on behalf of the Consortium, and Contractor, and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written, that are not incorporated as a part of this Agreement.

12. Electronic and/or Duplicate Execution & Order of Execution.

This Agreement may be executed in multiple counterparts, in which event each executed copy shall be deemed an original document as between the parties. An electronic signature and/or copy of the Agreement shall have the same force and effect as the original. Due to the need to comply with statutory auditing requirements, all parties contracting with PART shall execute the Agreement first and deliver a fully-signed copy of this Agreement to PART for its counter-execution.

[SIGNATURES FOLLOW]



The undersigned has executed this Agreement as of the date first set forth above.

GMV Syncromatics Corporation

Attest:

Name: Alex Fay

Name: Nancy J. Lemm

Title: Chief Commercial Officer

Title: Attorney

Date: 5/20/22

Date: 5/20/22

Tax ID Number: 20-5349016

PIEDMONT AUTHORITY FOR REGIONAL TRANSPORTATION

Name: Scott W. Rhine

Title: CEO/General Manager

Reviewed and approved as to legal form:

Thomas E. Terrell, Jr., General Counsel



EXHIBIT A
RFP

(Full document included as subsequent file)



EXHIBIT B
CONTRACTOR'S BEST AND FINAL OFFER

(Full document included as subsequent file)



EXHIBIT C
Compliance Forms and DBE

(Full document included as subsequent file)



EXHIBIT D
RESOLUTION OF PART BOARD OF TRUSTEES

RESOLUTION AUTHORIZING THE PART CEO/GENERAL MANAGER
TO EXECUTE A NOTICE OF AWARD AGREEMENT
WITH THE SELECTED VENDOR FROM RFP#2021.8.30 REAL-TIME

WHEREAS, PART developed and released a Request for Proposal for the design and delivery of Automatic Vehicle Location (AVL) advanced technologies and auxiliary support equipment, software and hardware on August 30, 2021; and

WHEREAS, the RFP solicitation included a consortium of public transit agencies in North Carolina with representatives from the Cities of Burlington, High Point, Greensboro, Winston-Salem, Chapel Hill, Davidson County, Orange County and PART; and

WHEREAS, the RFP was developed with industry best practices and includes the compliance requirements of the Federal Transit Administration (FTA) with designated evaluation criteria and independent reviews to confirm RFP submissions that are both responsive and responsible; and

WHEREAS, the purpose of the project is to establish a contractual agreement with the designated Public Transit Advanced Technology provider that have adhered to the technical and compliance requirements contained within RFP#2021.8.30 Real-Time that are both responsive and responsible to permit needed vehicle technology purchasing of the identified RFP consortium members over a five-year period; and

WHEREAS, based on the independent evaluations, price submissions, interviews of vendors designated as being in a Competitive Range, and the Best and Final Offer (BAFO) submissions the Consortium members of RFP#2021.8.30 Real-Time present the following recommendation for contractual award:

- a. GMV Syncromatics Corporation, 523 W. 6th Street, Suite 444, Los Angeles, CA 90014

NOW, THEREFORE, BE IT RESOLVED BY THE PIEDMONT AUTHORITY FOR REGIONAL TRANSPORTATION BOARD OF TRUSTEES

That said recommendations of the RFP review committee for the Advanced Technology provider contained herein for the various technologies and designated pricing, and further detailed in RFP submissions and associated documentation is hereby formally approved by the PART Board of Trustees and the PART CEO/General Manager and legal counsel are hereby empowered to sign and execute the notice of award to GMV Syncromatics Corporation, 523 W. 6th Street, Suite 444, Los Angeles, CA 90014.

A motion was made by Mark Richardson and seconded by Steve Carter for adoption of the above resolution, and upon being put to a vote was duly adopted on this 9th day of March 2022.

I, Fleming El-Amin, PART Vice Chairperson do hereby certify that the above is a true and correct copy of an excerpt for the minutes of a meeting of the Piedmont Authority for Regional Transportation duly held on the 9th day of March, 2022.

Approved: Fleming El-Amin
Fleming El-Amin
PART Board Vice Chairperson

Witnessed: Thomas E. Terrell, Jr.
Thomas E. Terrell, Jr.
PART Board Legal Counsel

Certified: Scott W. Rhine
Scott W. Rhine
PART CEO/General Manager

SEAL:

BID RECOMMENDATION

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPEN:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
641622	533101	641233105865	S6220	\$275,000
641622	522403	641241105905	R117A	\$73,000
TOTAL BUDGETED AMOUNT				\$348,000

DEPARTMENT HEAD: Digitally signed by Greg Venable
Date: 2024.09.26 14:34:39 -04'00' DATE:

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

PURCHASING MANAGER: Digitally signed by Candy E. Harmon
Date: 2024.09.26 14:49:25 -04'00' DATE:

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR: Digitally signed by Bobby Fitzjohn
Date: 2024.09.30 11:34:56 -04'00' DATE:

CITY MANAGER: DATE:

(For City Council Approval Only)



City of High Point

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

Master

File Number: 2024-387

File ID: 2024-387

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 09/27/2024

File Name:

Final Action:

Title: Consideration of a Contract with Yates Construction, Inc.
City Council is requested to consider a contract with Yates Construction, Inc. in the amount of \$6,554,229.50 for the Burton Avenue Roadway Improvements project and authorize the appropriate City Official(s) to execute all necessary documents.

Notes:

Sponsors:

Enactment Date:

Attachments: Yates Construction, Inc.

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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CITY OF HIGH POINT

AGENDA ITEM



TITLE: Yates Construction, Inc. Contract	
FROM: Trevor Spencer, Engineering Director	MEETING DATE: October 7, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: September 6, 2024
ATTACHMENTS: Bid Recommendation Form	

PURPOSE: The Engineering Services Department recommends City Council to approve a contract award for the Burton Avenue Roadway Improvements project to Yates Construction, Inc. This is a general obligation bond project that was voter approved in November 2019. The project will deliver multimodal transportation enhancements with sidewalks, bike lanes, and transit accommodations, and provide roadway and utility improvements along Burton Avenue from Hodgin Street to Willard Road.

BACKGROUND: On September 25, 2024, the City received bids for contract ENG2020-004 from the following responsive bidders:

- | | |
|----------------|--|
| \$6,554,229.50 | Yates Construction, Inc. |
| \$7,438,079.73 | Sharpe Brothers, A Division of Vecellio & Grogan, Inc. |

The contract time is 365 calendar days to complete the project and is available to commence upon a Notice to Proceed.

BUDGET IMPACT: Funding is available in the FY 2024-2025 budget.

RECOMMENDATION/ACTION REQUESTED: The Engineering Services Department recommends approval of the contract and that the appropriate City official and/or employee be authorized to execute all necessary documents to award the contract to Yates Construction, Inc. in the amount of \$6,554,229.50.

BID RECOMMENDATION

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPEN:

DESCRIPTION:

PURPOSE:

The Engineering Services Department recommends approval of contract ENG2020-004 for the Burton Ave Roadway Improvements project. This includes mobilization, roadway widening, installing bike lanes, curb and gutter, sidewalks, new water and sewer mains, and storm drain lines, paving, surface treatments, and striping the resurfaced road.

COMMENTS:

We received two responsive bidders:
Yates Construction Inc.-\$6,554,229.50
Sharpe Brothers, Division of Vecellio & Grogan, Inc.-\$7,438,079.73

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
411610	531102	411221011505	40208	\$6,554,229.50
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: Digitally signed by Trevor Spencer
Date: 2024.09.26 09:48:05 -04'00' DATE:

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

PURCHASING MANAGER: Digitally signed by Candy E. Harmon
Date: 2024.09.26 15:22:20 -04'00' DATE:

FINANCIAL SERVICES DIRECTOR: Digitally signed by Bobby Fitzjohn
Date: 2024.09.30 11:34:19 -04'00' DATE:

Approved for Submission to Council

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



City of High Point

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

Master

File Number: 2024-388

File ID: 2024-388

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 09/27/2024

File Name:

Final Action:

Title: Consideration of a Contract with Bar Construction Company
City Council is requested to consider a contract with Bar Construction Company in the amount of \$999,000 for the replacement of the HVAC units and roof for the High Point Museum building, approve the budget amendment ordinance, and authorize the appropriate City Official(s) to execute all necessary documents.

Notes:

Sponsors:

Enactment Date:

Attachments: Bar Construction Company

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Museum Roof & HVAC Replacement Project	
FROM: High Point Museum	MEETING DATE: October 7, 2024
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: August 14, 2024
ATTACHMENTS: Budget Ordinance Amendment Bid Recommendation Form	

PURPOSE: Replace outdated HVAC units and aging roof for the High Point Museum building.

BACKGROUND: The current HVAC system has not been able to maintain the proper climate in the Museum building consistently for several years. A 2019-21 NEH grant funded study determined the system needed to be replaced. A 2022 HVAC Engineering Study was undertaken to determine the specifications needed to meet the recommendations from the NEH funded study. Replacing the HVAC for the main Museum building is part of a larger project that also includes replacing the roof. It was determined to be most cost effective to replace the HVAC units and roof at the same time. Roof engineering and design was completed earlier in 2024.

The High Point Museum received a grant of \$349,247 from the National Endowment for Humanities to go towards the HVAC portion of this project.

BUDGET IMPACT: A portion of the funds have been previously appropriated for this project. A budget ordinance amendment is attached appropriating the federal grant award and the remaining project costs.

RECOMMENDATION/ACTION REQUESTED: The High Point Museum Division recommends approval of the contract, approval of the budget ordinance amendment, and that the appropriate City official and/or employee be authorized to execute all necessary documents to award the contract to Bar Construction Company for \$999,000.



AN ORDINANCE AMENDING THE 2024-2025 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS FOR THE HIGH POINT MUSEUM
ROOF AND HVAC REPLACEMENT PROJECT

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

Section 1. The High Point Museum is in need to a replacement of the outdated HVAC units and aging roof. A portion of the funds have been previously appropriated for this project. The proposed budget ordinance amendment appropriates the federal grant award and the remaining project costs.

Section 2. The 2024-2025 Budget Ordinance of the City of High Point should be amended as follows:

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

Fund Balance Appropriation	\$225,000
----------------------------	-----------

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

Transfer to General Capital Projects Fund	\$225,000
---	-----------

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

Transfer from General Fund	\$225,000
Federal Grants	<u>\$349,247</u>
	\$574,247

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

Museum Roof & HVAC Replacement	\$574,247
--------------------------------	-----------

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 7th day of October 2024

Cyril Jefferson, Mayor

ATTEST

Sandra Keeney, City Clerk

BID RECOMMENDATION

DEPARTMENT: High Point Museum

COUNCIL AGENDA DATE: October 7, 2024

BID NO.: 08-092424 CONTRACT NO.: N/A DATE OPEN: 09/24/2024

DESCRIPTION:

City of High Point Museum Roof and HVAC Replacement Project

PURPOSE:

The City of High Point Museum is looking to replace the existing deteriorated roof and approximately 10 HVAC units at the High Point Museum. The High Point Museum is a two-story building with an existing roof of approx. 17,000 SF, half TPO and half ballasted TPO, will be fully removed and replaced with a single roof membrane system. The museum will be closed during this renovation but some events might occur in the lobby and exterior.

COMMENTS:

The City received five bids for this project on September 24, 2024. Bar Construction was deemed to be the lowest responsive/responsible bidder.

RECOMMEND AWARD TO: Bar Construction AMOUNT: \$999,000.00

JUSTIFICATION:

The lowest responsive/responsible bidder is Bar Construction at \$999,000.00

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: **Mary Sizemore** Digitally signed by Mary Sizemore
DN: cn=Mary Sizemore,
email=Mary.sizemore@highpointnc.gov, c=US
Date: 2024.09.30 10:34:00 -04'00' DATE: 9/30/2024

The Purchasing Division concurs with recommendation submitted by the High Point Museum and recommends award to the lowest responsible, responsive bidder Bar Construction in the amount of \$999,000.00

PURCHASING MANAGER: [] DATE: []

FINANCIAL SERVICES DIRECTOR: [] DATE: []

Approved for Submission to Council

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



City of High Point

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

Master

File Number: 2024-389

File ID: 2024-389

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 09/27/2024

File Name:

Final Action:

Title: Consideration of Sale of City Owned Property - 516 White Oak Street
City Council is requested to consider the sale of 516 White Oak Street in the amount of \$23,000 to Sterling Real Estate Development of North Carolina, LLC and authorize the appropriate City Official(s) to execute all necessary documents.

Notes:

Sponsors:

Enactment Date:

Attachments: Sale of 516 White Oak Street

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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CITY OF HIGH POINT

AGENDA ITEM



TITLE: Sale of City Owned Property – 516 White Oak Street	
FROM: City Attorney's Office	MEETING DATE: October 7, 2024
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: n/a	

PURPOSE: To approve the sale of 516 White Oak Street, Guilford County Parcel Number 171638 ("Property") to Sterling Real Estate Development of North Carolina, LLC ("Sterling") for \$23,000.

BACKGROUND: The City received an initial offer from Sterling of \$11,000 to purchase the Property. On June 3, 2024, City Council approved a Resolution Authorizing the Upset Bid Process for the sale of the Property. Pursuant to North Carolina General Statute §160A-269, the City then advertised for upset bids and followed the statutory upset bid procedure. The City received several qualifying upset bids and readvertised as required. The final, highest qualifying upset bid is \$23,000 from Sterling.

BUDGET IMPACT: N/A

RECOMMENDATION/ACTION REQUESTED: To accept Sterling's highest qualifying upset bid and offer of \$23,000 and approve the sale of the Property.



City of High Point

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

Master

File Number: 2024-391

File ID: 2024-391

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 09/30/2024

File Name:

Final Action:

Title: Consideration for Land Acquisition for Future Fire Station and Radio Communications Tower - 2711 Highway 66 South 7.14 acres
City Council is requested to consider the purchase of approximately 7.14 acres of land at 2711 Highway 66 South in the amount of \$678,900 for a future fire station and radio tower site, approve the budget amendment, and authorize the appropriate City Official(s) to execute all necessary documents.

Notes:

Sponsors:

Enactment Date:

Attachments: Highway 66 Property Acquisition

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Land Acquisition for Future Fire Station and Radio Communications Tower - 2711 Highway 66 South 7.14 Acres	
FROM: Brian Evans - Interim Fire Chief	MEETING DATE: October 7, 2024
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Budget Ordinance Amendment Property Brochure	

PURPOSE: A request by High Point Fire Department and High Point Radio Shop to purchase approximately 7.14 acres of land within the Forsyth County zoning jurisdiction for a future fire station and radio tower site.

BACKGROUND: Staff from High Point Fire Department and High Point Radio Shop has reviewed the site and determined this site provides the best location for future growth of both departments. This site will improve radio communications services provided to the northwest portion of the city as well as fire department standard of cover in the anticipation of future development within this area.

The Planning Department staff has reviewed the site to ensure the intended uses are consistent with zoning regulations of this area.

BUDGET IMPACT: A budget ordinance amendment appropriating general fund balance is included with this item.

RECOMMENDATION/ACTION REQUESTED: Staff recommends and asks City Council to approve the land acquisition for the purchase price of \$678,900.00, approve the budget ordinance amendment appropriating funds for the purchase, and authorize the appropriate City Official(s) to execute all necessary documents.

AN ORDINANCE AMENDING THE 2024-2025 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS FOR A LAND PURCHASE FOR A FUTURE FIRE STATION AND RADIO
COMMUNICATIONS TOWER

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

Section 1. The High Point Fire Department and High Point Radio Shop wish to purchase approximately 7.14 acres of land within the Forsyth County zoning jurisdiction for a future fire station and radio tower site. The proposed amendment appropriates general fund balance to cover the cost of this acquisition.

Section 2. The 2024-2025 Budget Ordinance of the City of High Point should be amended as follows:

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

Fund Balance Appropriation	\$678,900
----------------------------	-----------

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

Transfer to General Capital Projects Fund	\$678,900
---	-----------

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

Transfer from General Fund	\$678,900
----------------------------	-----------

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

Land Acquisition – Future Fire Station	\$678,900
--	-----------

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 7th day of October 2024

Cyril Jefferson, Mayor

ATTEST

Sandra Keeney, City Clerk



KEY FEATURES

- ±7.14 Acres
- \$678,900 (\$95,000 / Acre)
- Adjacent to the Polo Ralph Lauren Distribution Facility
- ±875 feet of frontage on Hwy 66
- Less than 1/2 mile from I-74 / 311
- Currently zoned RS 20
- Water & Sewer available

LAND

FOR SALE | \$678,900

HIGHWAY 66 - 7.14 ACRES

2711 Highway 66 South
High Point, NC 27284

Excellent opportunity to acquire 7.14 acres of land on Highway 66. This land parcel is conveniently situated less than one-half mile from I-74/311 providing easy access to High Point, Greensboro, Winston-Salem, and Kernersville. With ±875 feet of frontage, this site provides significant development opportunities.

LEARN MORE ABOUT THIS PROPERTY

JORDAN REECE, CCIM

jordan@commercialrealtync.com
336.793.0890, ext 209

STEVE VALLOS

steve@commercialrealtync.com
336.793.0890, ext 105



HIGHWAY 66 - 7.14 ACRES

LOCATION

Address	2711 Highway 66 South			County	Forsyth
City	High Point	State	NC	Zip	27284

PROPERTY DETAILS

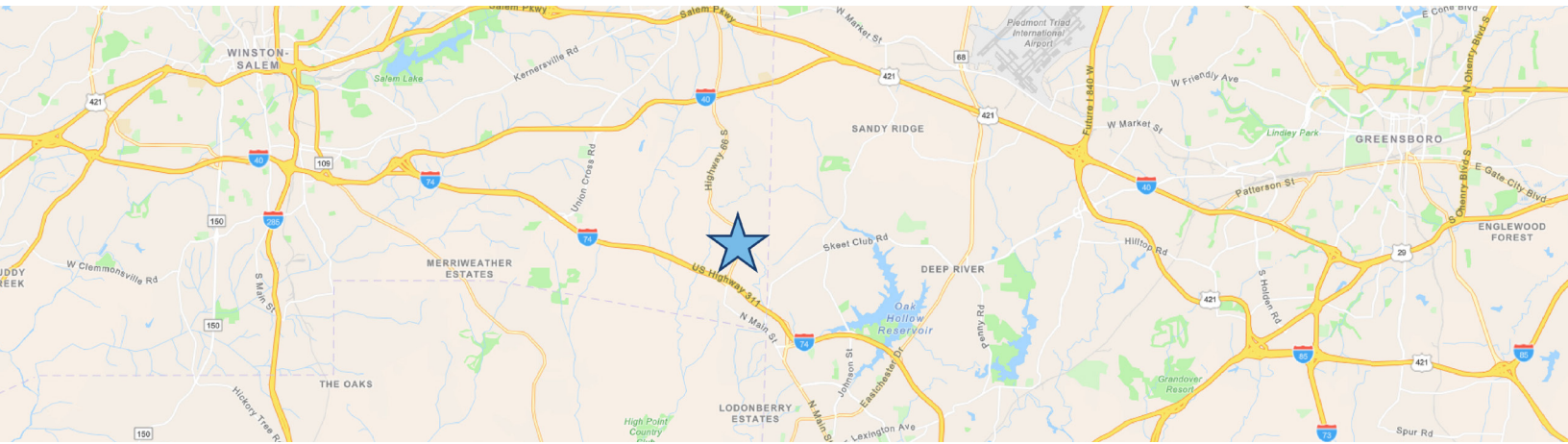
Property Type	Land	Acres ±	7.14
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TAX INFORMATION

Zoning	RS 20
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PRICING & TERMS

Price	\$678,000	Price/AC	\$95,000
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City of High Point

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

Master

File Number: 2024-396

File ID: 2024-396

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 09/30/2024

File Name:

Final Action:

Title: Consideration of a Contract with North State Security Group
City Council is requested to consider a contract with North State Security Group in the amount of \$119,891.20 annually for security services for the High Point Public Library and authorize the appropriate City Official(s) to execute all necessary documents.

Notes:

Sponsors:

Enactment Date:

Attachments: Contract North State Security

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: sandra.keeney@highpointnc.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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CITY OF HIGH POINT

AGENDA ITEM



TITLE: Contract for Security Services - Library	
FROM: Mary Sizemore, Library Director Lorrie Russell, Asst. Library Director	MEETING DATE: October 7, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Attachment A: Bid from North State Security Group	

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 October 15, 2024, with the option to renew for two additional one-year periods if terms and pricing are agreeable to both parties.

The annual cost of service totals \$119,891.20

BUDGET IMPACT: Funding is available in the FY 2024-25 budget.

RECOMMENDATION/ACTION REQUESTED: City Council is requested to approve this contract with North State Security Group, in the amount of \$119,891.20 per year, for a three-year period beginning after October 15, 2024, and authorize the appropriate City Official(s) to execute all necessary documents.

BID RECOMMENDATION

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPEN:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
101451	527209			\$99,000
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: Digitally signed by Bobby Fitzjohn
Date: 2024.09.23 14:14:00 -04'00' DATE:

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

PURCHASING MANAGER: Digitally signed by Bobby Fitzjohn
Date: 2024.09.23 14:14:00 -04'00' DATE:

FINANCIAL SERVICES DIRECTOR: Digitally signed by Bobby Fitzjohn
Date: 2024.09.23 14:14:00 -04'00' DATE:

Approved for Submission to Council

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