



City of High Point

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

Meeting Agenda

City Council

Cyril Jefferson, Mayor

Michael Holmes, Mayor Pro Tempore (Ward 6),

Britt W. Moore (At Large), Amanda Cook (At Large), Vickie M.

McKiver (Ward 1), Tyrone Johnson (Ward 2), Monica L. Peters (Ward 3), Dr. Patrick Harman (Ward 4), and Tim Andrew (Ward 5)

Monday, March 18, 2024

5:30 PM

Council Chambers

ROLL CALL, MOMENT OF SILENCE, AND PLEDGE OF ALLEGIANCE

ADOPT AGENDA

CONSENT AGENDA ITEMS

- C-1. [2024-089](#) Consideration of the 2024 Annual Action Plan
City Council is requested to set a Public Hearing on the 2024 Annual Action Plan for Monday, April 1, 2024. (Recommended by Community Development Committee.)
Attachments: [2024 Annual Action Plan](#)
- C-2. [2024-096](#) Consideration of Evoqua Water Technologies as a Sole Source Vendor
City Council is requested to approve Evoqua Water Technologies as a Sole Source vendor to purchase parts for final clarifiers #1 and #2 at the Eastside Wastewater Treatment Plant for \$311,965.73. (Recommended by Finance Committee.)
Attachments: [Evoqua Water Technologies - Sole Source Vendor](#)
- C-3. [2024-099](#) Consideration of a Resolution Designating Applicant Agents for the Building Resilient Infrastructure and Communities (BRIC) Grant
City Council is requested to approve a Resolution Designating Applicant Agents for the Building Resilient Infrastructure and Communities Grant. (Recommended by Finance Committee.)
Attachments: [BRIC Grant Agent Resolution](#)
- C-4. [2024-100](#) Consideration of a Contract with Alta Planning + Design, Inc.
City Council is requested to approve a contract with Alta Planning + Design, Inc. in an amount not to exceed \$1,000,000.00 for complete design services and authorize the appropriate City Official to execute all necessary documents. (Recommended by Finance Committee.)
Attachments: [Alta Planning +Design, Inc. Contract](#)
- C-5. [2024-097](#) Consideration of a Contract with Blue Line Exterior Cleaning Solutions

City Council is requested to approve a one year contract for truck washing services to Blue Line Exterior Cleaning Solutions in the amount of \$95,000 and the option for four additional one year renewals and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

Attachments: [Blue Line Exterior Cleaning Solutions - Contract](#)

- C-6.** [2024-098](#) Consideration of a Contract with Campbell Oil
City Council is requested to approve a one (1) year contract to Campbell Oil in the amount of approximately \$125,000 per year with the option to renew for four additional one year periods if terms and pricing are agreeable to both parties and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

Attachments: [Campbell Oil - Contract](#)

- C-7.** [2024-101](#) Consideration of a Sole Source Purchase with Crye Precision LLC
City Council is requested to approve a sole source purchase with Crye Precision LLC for Outer Carriers for the Police Department's Special Weapons and Tactics Team in the amount of \$30,453 using Equitable Sharing Funds and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

Attachments: [Crye Precision SWAT Outer Carriers Sole Source](#)

- C-8.** [2024-102](#) Consideration of Change Order #5 to Breece Enterprises, Inc.
City Council is requested to approve Change Order #5 for \$500,000.00 to increase the contract amount for Breece Enterprises, Inc. from \$1,717,210.00 to the amount of \$2,217,210.00 and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

Attachments: [Change Order #5 Breece Enterprises, Inc.](#)

- C-9.** [2024-104](#) Consideration of a Contract Award to Cherry Bekaert
City Council is requested to award the contract for independent audit services to Cherry Bekaert in the amount of \$119,000 for FY 2024, \$126,000 for FY 2025, and \$133,000 for FY 2026 for a total contract amount of \$378,000 and two optional renewal years and authorize the appropriate City Official to execute all necessary documents. (Recommended by Finance Committee.)

Attachments: [Cherry Bekaert - Contract](#)

GENERAL BUSINESS AGENDA

- G-1.** [2024-103](#) Consideration of City Sponsored Special Events
City Council is requested to approve a list of City Sponsored Special Events. (Presented at the Prosperity, Livability, & Safety Committee.)

Attachments: [City Sponsored Special Events](#)

- G-2.** [2024-105](#) Consideration of a Resolution Issuing General Obligation Streets and Sidewalk Bonds, Services 2024
City Council is requested to approve a Resolution of the City Council of the City of High Point, North Carolina, Providing for the Issuance of Not To Exceed \$5,425,000 General Obligation Streets And Sidewalk Bond, Series 2024.

Attachments: [Resolution Issuing General Obligation Streets and Sidewalk Bonds](#)

- G-3.** [2024-107](#) Consideration of the City of High Point's 2024-2025 State Legislative Priorities
City Council is requested to approve the City of High Point's 2024-2025 State Legislative Priorities.

Attachments: [City of High Point's 2024-2025 State Legislative Priorities](#)

- G-4.** [2024-106](#) Consideration of an Appointment to the Human Relations Commission
City Council is requested to confirm the appointment of Maria Mayorca to the Human Relations Commission; term effective immediately and will expire on November 1, 2025.

Attachments: [Appointment - Human Relation Commission](#)

ADJOURNMENT



City of High Point

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

Master

File Number: 2024-089

File ID: 2024-089

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Community
Development
Committee

File Created: 03/01/2024

File Name:

Final Action:

Title: Consideration of the 2024 Annual Action Plan
City Council is requested to set a Public Hearing on the 2024 Annual Action Plan for Monday,
April 1, 2024. (Recommended by Community Development Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: 2024 Annual Action Plan

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: 2024 Annual Action Plan	
FROM: Thanena Wilson, Director Community Development and Housing	MEETING DATE: March 5, 2024
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: 2024 Annual Action Plan Presentation	

PURPOSE:

The Annual Action Plan (AAP) outlines the strategic plan for addressing community needs identified in the 5-year Consolidated Plan, with an emphasis on low to moderate income and special needs populations. The AAP details the projects and programs that will be undertaken during the program year using funding received through the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Programs.

BACKGROUND:

The AAP is required by the U.S. Department of Housing and Urban Development (HUD) for the receipt of entitlement funding. On an annual basis the City of High Point receives CDBG and HOME funds to carry out specific activities within the City. The draft AAP will be made available for a 30-day public review and comment period beginning March 25, 2024. During this time, we will also conduct two citizen participation meetings on March 25th and April 2nd. The final plan is due to HUD on May 15, 2024.

BUDGET IMPACT:

2024 funding allocations have not been received.

RECOMMENDATION / ACTION REQUESTED:

The Community Development and Housing Department requests that a Public Hearing on the 2024 Annual Action Plan be set for the City Council meeting on Monday, April 1, 2024.



2024 Annual Action Plan

Community Development Council
Committee

March 5, 2024



SAVE THE DATE



**THE FUTURE OF
AFFORDABLE HOUSING**

APRIL 5, 2024 | 9 A.M.
HIGH POINT CITY LAKE EVENT CENTER

PRESENTED BY
THE HIGH POINT HOUSING COALITION

INCLUDES 2024 BUS TOUR, LUNCH
& PRESENTATION

CITY OF
**high
point.**



STRATEGIC PLANNING

- 2020-2024 Consolidated Plan
 - The Consolidated Plan is designed to help jurisdictions assess affordable housing and community development needs and market conditions, and to make data-driven, place-based investment decisions.
- 2024 Annual Action Plan
 - 5th year of the 5-year plan
 - Strategic plan that describes sources, uses, and beneficiaries of programs
 - Primarily identifies how the City will use Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) funds

GOALS & STRATEGIES



Housing

Special
Needs

Homeless

Community
Development

Economic
Development



AREAS OF IMPACT

- Affordable Housing
 - Emergency/Urgent Repair
 - Downpayment Assistance & Incentives
 - New Construction – Single and Multi-family
- Community Capacity Building
 - Public Service Grants
 - Technical Assistance to Neighborhood Associations/Groups
 - Volunteer Income Tax Assistance (VITA)
 - Community Gardens
- Code Enforcement
 - Public Nuisance Abatement
 - Minimum Housing Ordinance



CITIZEN PARTICIPATION

- Citizen Participation Meetings
 - March 25th – Neighborhood Leaders Meeting, Oakview Rec Center
 - April 2nd – High Point Public Library
- Public Hearing
 - April 1st – City Council Meeting
- Public Review & Comment Period
 - A draft Annual Action Plan will be available for a 30-day period beginning March 25th

ANTICIPATED FUNDING

- HUD Federal Allocations*
 - CDBG \$817,693
 - HOME \$541,533
- 2024 NCHFA Awards
 - URP \$132,000
 - CTP \$70,000
- City General Fund
 - \$1,175,213

**Based on 2023 awards*





Thank You

Thanena Wilson, Director
Community Development & Housing Department
336-883-3351
thanena.wilson@highpointnc.gov



City of High Point

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

Master

File Number: 2024-096

File ID: 2024-096

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 03/07/2024

File Name:

Final Action:

Title: Consideration of Evoqua Water Technologies as a Sole Source Vendor
City Council is requested to approve Evoqua Water Technologies as a Sole Source vendor to purchase parts for final clarifiers #1 and #2 at the Eastside Wastewater Treatment Plant for \$311,965.73. (Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Evoqua Water Technologies - Sole Source Vendor

Enactment Number:

Contact Name:

Hearing Date:

Drafter Name: tammie.dodd@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: Eastside Wastewater Treatment Plant Final Clarifiers 1 & 2 Evoqua Water Technologies	
FROM: Robby Stone – Public Services Director Derrick Boone – Asst. Public Services Director	MEETING DATE: March 18, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Quote Sole Source Letter Sole Source Recommendation Form	

PURPOSE: To purchase the necessary parts from Evoqua Water Technologies for the rebuild of final clarifiers #1 and #2 at the Eastside Wastewater Treatment Plant (WWTP).

BACKGROUND:

The Eastside WWTP has four final clarifiers that are downstream of the Biological and Nutrient Removal Process (BNR). Final clarifiers #1 and #2 need a replacement drive assembly, Unitube Tow Bro Header, and additional miscellaneous parts. The intent of the Public Services Department is to pre-purchase the parts and hire a contractor to perform the repairs. Final Clarifier # 3 was rebuilt during the previous budget year.

BUDGET IMPACT: Funds for this project are available in the FY 2023-2024 budget.

RECOMMENDATION/ACTION REQUESTED: Public Services is recommending that Evoqua Water Technologies be approved as a sole source vendor to purchase the parts for final clarifiers #1 and #2 at the Eastside WWTP for \$311,965.73.

CITY OF HIGH POINT
AGENDA ITEM



Top view of an existing drive unit.



View of a drained final clarifier



Location of final clarifiers #1 and #2 at the Eastside WWTP.



N19W23993 Ridgeview Pkwy. Suite 200
Waukesha, WI 53188
Phone: 262-521-8368
Fax: 262-521-8249

Sole Source Letter

To: Derrick Boone
Company: City of High Point
Tel: 336-883-3279

Date: 3/6/2024
From: Kris Kebbekus
Tel: (262) 521-8368
Fax: (262) 521-8249

This document is to confirm that Evoqua Water Technologies is the OEM and sole source supplier Evoqua brands, Envirex, DAVCO, US Filter and Siemens wastewater treatment equipment and replacement parts. Heyward Incorporated is Evoqua's authorized sales representative.

If I can be of further assistance or should you have any questions, please feel free to contact me.

Regards,

A handwritten signature in blue ink, appearing to read "Kristopher Kebbekus", is written over a light blue horizontal line.

Kristopher Kebbekus

Evoqua Water Technologies, LLC.



Evoqua Products and Services Proposal

Prepared For:

CITY OF HIGH POINT

211 S HAMILTON ST
High Point, NC 27260-5232

Quote #: 04140112

Transforming Water. Enriching Life.®

Proposal For: CITY OF HIGH POINT
 Derrick Boone
 211 S HAMILTON ST
 High Point, NC 27260-5232
 Phone: 3368833237
 derrick.boone@highpointnc.gov

Kristopher Kebbekus
 Evoqua Water Technologies
 N19W23993 Ridgeview Pkwy, Suite 200
 Waukesha, WI 53188
 Phone: +1 (262) 521-8212
 kristopher.kebbekus@xylem.com

Item Pricing Summary

Items

Item	Part No Description	Qty	Net Price	Ext Price
1	W3T268409 W3T592236 / RING-SEAL, 107"OD, 90"ID, .25"TH, 304LSS Additional Comments: Lead Time: 6-8 Weeks	4 EA	\$5,649.24	\$22,596.96
2	W3T268409 W3T592338 / SEAL RING HARDWARE AND WELDING- KIT Additional Comments: Lead Time: 1-2 Weeks	2 EA	\$165.38	\$330.76
3	W3T602277 SEAL, 2 X 3 X .25"THK, NEOPRENE 50-60 D Lead Time: 1-2 Weeks	2 EA	\$6.41	\$12.82
4	W3T570845 Header Assy-TwoBro,Sect A,145'Tank, HDG Lead Time: 10-12 Weeks	4 EA	\$11,147.61	\$44,590.44
5	W3T570846 Header Assy-TwoBro,Sect B,145'Tank, HDG Lead Time: 10-12 Weeks	4 EA	\$8,836.62	\$35,346.48
6	W3T570847 Header Assy-TwoBro,Sect C,145'Tank, HDG Lead Time: 10-12 Weeks	4 EA	\$9,469.60	\$37,878.40
7	W3T570848	4 EA	\$674.97	\$2,699.88

	Blade-Deflector, 96"Manifold, A36 Lead Time: 10-12 Weeks			
8	W2T119874 SQUEEGE-FLDZNG VANE,0.25 X 3",NEOPRENE Lead Time: 1-2 Weeks	300 FT	\$7.20	\$2,160.00
9	W3T277466 Seal-Lower,94"Dia.,27'Long Lead Time: 1-2 Weeks	2 EA	\$284.01	\$568.02
10	W3T18461 SEAL-DRUM,.25 X 3.63 X 312"LG,60-70 DUR Lead Time: 1-2 Weeks	1 EA	\$272.37	\$272.37
11	W3T324552 SHIM, .50 X 2.75 X 15", W/4 SLOTS,304LSS Lead Time: 6-8 Weeks	8 EA	\$70.04	\$560.32
12	W3T324553 SHIM, .25 X 2.75 X 15", W/4 SLOTS,304LSS Lead Time: 6-8 Weeks	8 EA	\$59.13	\$473.04
13	W3T324554 SHIM,10GA X 2.75 X 15",W/4 SLOTS, 304LSS Lead Time: 6-8 Weeks	8 EA	\$51.34	\$410.72
14	W3T324555 SHIM,14GA X 2.75 X 15",W/4 SLOTS,304LSS Lead Time: 6-8 Weeks	16 EA	\$46.86	\$749.76
15	W3T570921 Wiper, 55.00" (HayBaler Neop Belting) Lead Time: 1-2 Weeks	4 EA	\$139.67	\$558.68
16	W3T570922 Wiper, 55.00" (HayBaler Neop Belting)	52 EA	\$139.67	\$7,262.84

	Lead Time: 1-2 Weeks			
17	W3T570923 Wiper, 41.50" (HayBaler Neop Belting) Lead Time: 1-2 Weeks	4 EA	\$116.40	\$465.60
18	W3T570937 Backing Bar,PL 0.25 X 2.00 X 36.00", A36 Lead Time: 6-8 Weeks	4 EA	\$45.72	\$182.88
19	W3T570938 Backing Bar,PL 0.25 X 2.00 X 51.19", A36 Lead Time: 6-8 Weeks	4 EA	\$44.08	\$176.32
20	W3T570939 Backing Bar,PL 0.25 X 2.00 X 52.25", A36 Lead Time: 6-8 Weeks	52 EA	\$52.18	\$2,713.36
21	W3T570940 Counterweight Pl,.25 x 8.50 x 13.75",A36 Lead Time: 6-8 Weeks	172 EA	\$79.32	\$13,643.04
22	W3T570991 Counterweight Pl,.25 x 8.50 x 9.75",A36 Lead Time: 6-8 Weeks	4 EA	\$264.50	\$1,058.00
23	W3T569847 Field Material-Tow Bro Header, SS Lead Time: 1-2 Weeks	2 EA	\$4,021.66	\$8,043.32
24	W3T571063 Drive Assy-H60AHT, CW, 0.03 RPM, EURO Lead Time: 10-12 Weeks	2 EA	\$59,457.65	\$118,915.30
25	W2T119880 KIT,CLAMP W/BAND 50' X.62" FSTNRS & SPLC	2 EA	\$218.29	\$436.58

	Lead Time: 1-2 Weeks			
26	W3T570918 Wiper-Bottom Extn 16.56" (Neoprene 60D) Lead Time: 2-3 Weeks	4 EA	\$225.05	\$900.20
27	W3T570919 Wiper-Bottom Extn 111.12"(Neoprene 60D) Lead Time: 2-3 Weeks	4 EA	\$232.79	\$931.16
28	W3T570920 Wiper-Bottom Extn 212.50"(Neoprene 60D) Lead Time: 2-3 Weeks	12 EA	\$419.04	\$5,028.48

Currency: USD

Quote Totals

Currency: USD
 Item(s) Subtotal: \$308,965.73
 Freight: \$3,000.00
 Total Net Price: \$311,965.73

Our Manufacturer Rep in your area is:



Tim Bishop

704.583.2305 o | 704.591.1335 m | TBishop@heyward.net | heyward.net
 2101-A Cambridge Beltway Dr | Charlotte, NC 28273



Evoqua Water Technologies Banking Details

ACH - CTX

Evoqua's preferred payment method is via ACH - CTX:

JP Morgan Chase Bank

Attn: Evoqua Water Technologies, LLC

Account #: 603148011

Swift Code: CHASUS33

ACH Routing / ABA: 044000037

Wire Routing / ABA: 021000021

Remittance details should go to: electronicfunds@evoqua.com

PAPER CHECKS VIA POSTAL SERVICE

Paper checks via Postal Service:

Send to our Lockbox, address is:

Evoqua Water Technologies LLC

28563 Network Place

Chicago, IL 60673-1285

PAPER CHECKS VIA OVERNIGHT / COURIER Paper checks via Overnight / Courier:

JP Morgan Chase Bank

Attn: Evoqua Water Technologies Lockbox 28563

131 S Dearborn, 6th Floor

Chicago, IL 60603

Remittance details should go to: electronicfunds@evoqua.com

**** If ever instructed to change banking information, contact us immediately at 1-800-466-7873 ****

Payment Terms and Delivery

PO Terms

Purchaser acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the goods and/or services provided under the Contract, including any export license requirements. Purchaser agrees that such goods and/or services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Shipping Information

- Prepaid and Add: Shipping and Handling Charge

Terms

- This quote is valid until 04-03-2024
- Payment terms are with proper credit, and are subject to the attached Evoqua Water Technologies Terms and Conditions

Sales Tax & GST

- The pricing provided in this proposal does not include applicable Sales Tax or GST.
- If your company is exempt from Sales Tax or GST, or eligible for a reduced rate of tax, a tax exemption certificate must be provided no later than with your purchase order.
- If a timely, valid exemption certificate or other documentation is not provided, any applicable Sales Tax or GST will be invoiced and payable.
- New customers may be required to supply a signed credit application to be approved for credit terms.
- **NOTE:** You may be assessed a 3% fee if paying via Credit Card. Find more info on our website here > <https://www.evoqua.com/en/about-us/terms-conditions-sale-products-services/credit-card-fee-faqs/>. Ask us how to avoid paying fees by migrating to ACH CTX payment type.

Purchase Order

- Customer must provide a VALID hard copy Purchase Order reflecting terms for all services/equipment. If a VALID hard copy Purchase Order cannot be provided, a credit card payment must be received in advance of the order.
- VALID hard copy Purchase Order should be sent to kristopher.kebbekus@xylem.com
- If paying by credit card in lieu of Purchase Order, contact your Sales Representative.

You may also mail to:

Evoqua Water Technologies
N19W23993 Ridgeview Pkwy, Suite 200
Waukesha, WI 53188

Payment SHOULD NOT be sent to this above address.

Material Escalation

Due to volatility in steel costs, prices quoted in this proposal will be adjusted to reflect changes in the Metal and Metal Products Index (MMPI) published by the U.S. Department of Labor, Bureau of Labor Statistics. The most recent published MMPI is 312.2 for Jan of 2024. If the MMPI exceeds 318.4 at the time the Equipment is released for manufacture, then the price will be increased by the same percentage as the MMPI exceeds 318.4.

STANDARD TERMS OF SALE

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within N30 - Net 30 days after receipt of invoice. Buyer shall pay interest on all late payments not received by the due date. The Buyer shall be charged the lesser rate of 1 ½% interest per month or the maximum interest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall also reimburse Seller for all costs incurred in collecting amounts due but unpaid, including without limitation, collections fees and attorneys' fees. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are FOB Shipping Point, or for international orders, ExWorks Seller's factory (INCO™ Terms 2020). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software, and other information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any written material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance. If Buyer requests a proposal for a change in the Work from Seller and subsequently elects not to proceed with the change, a change order shall be issued to reimburse Seller for reasonable costs incurred for estimating services, design services, and services involved in the preparation of proposed changes.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment, including overhead and profit, for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes, (with respect to on-site work) unusual weather conditions, epidemic, pandemic, communicable disease outbreak, quarantines, national emergency, or state or local order.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer, and Seller disclaims any warranty regarding such suitability. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the

earlier of (i) eighteen (18) months from delivery of the Work, or (ii) twelve (12) months from Buyer's initial operation of the Work, or in the case of services performed as part of the Work, ninety (90) days from the performance of the services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (i) operating and maintaining the Work in accordance with Seller's instructions, (ii) not making any unauthorized repairs or alterations, and (iii) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, improper thermal or electrical capacity, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. **Indemnity.** Seller shall indemnify, defend, and hold Buyer harmless from any claim, cause of action, or liability incurred by Buyer as a result of third-party claims for personal injury, death, or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (i) promptly notifying Seller of any claim, and (ii) providing reasonable cooperation in the defense of any claim. Buyer shall indemnify, defend, and hold harmless Seller from any claim, cause of action, or liability incurred by Seller as a result of third-party claims for personal injury, death, or damage to tangible property, to the extent caused by Buyer's negligence. Buyer shall have the sole authority to direct the defense of and settle any such indemnified claim. Buyer's indemnification is conditioned on Seller (i) promptly notifying Buyer of any claim, and (ii) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business, and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may, in addition to any other available remedy, terminate this agreement for a material breach upon issuance of a written notice of the breach and expiration of a thirty (30) day cure period. In the event of (i) a voluntary or involuntary petition in bankruptcy, (ii) an assignment for the benefit of a creditor, or (iii) a receivership, liquidation, or dissolution, Seller may terminate the agreement immediately, in addition to seeking any other available remedy. If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** In the event of any claim, dispute, or controversy arising out of or relating in any way to this Agreement (collectively, a "Claim"), Seller and Buyer shall first negotiate in good faith in an effort to resolve the Claim. If, despite good faith efforts, the parties are unable to resolve a Claim through negotiations, the parties shall mediate the Claim in accordance with the commercial mediation procedures of the American Arbitration Association ("AAA"), with such mediation to take place in Pittsburgh, Pennsylvania. If the parties are unable to resolve the Claim through such mediation, then the Claim shall be resolved through final and binding arbitration pursuant to the commercial arbitration procedures of the AAA, with such arbitration to take place in Pittsburgh, Pennsylvania before one arbitrator, who shall have authority to rule on jurisdiction over the Claim. Seller and Buyer agree to the exclusive jurisdiction of the federal and state courts situated in Allegheny County, Pennsylvania for purposes of entering judgment upon the arbitrator's award. The substantially prevailing party, as determined by the arbitrator, shall be entitled to recover all costs, expenses, and charges, including, without limitation, reasonable attorneys' fees and expert witness fees, incurred in connection with the Claim. In case of an Agreement under which Seller ships the Work outside of the United States, or under which Seller's and Buyer's places of business are in different countries, any Claim which is not resolved by the good faith negotiations and mediation required by this Section shall then be determined by arbitration administered by the International Center for Dispute Resolution in accordance with its International Arbitration Rules, with such arbitration taking place in Pittsburgh, Pennsylvania, USA, before one arbitrator, with English as the language of the arbitration. This Agreement and any Claim shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to the choice of law principles thereof.

12. **Export Compliance.** All items, and technologies, software, and work products are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations. Any diversion contrary to U.S. law is prohibited. Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal, and usage of the Work provided under this Agreement, including any export

license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned, or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **Anti-Kickback Statute - Discounts.** It is the intent of both Buyer and Seller to comply with the Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)) and the Discount Safe Harbor and Warranties Safe Harbor regulations set forth in 42 C.F.R. 1001.952(h) and (g), respectively. Buyer's price may constitute a 'discount or other reduction in price' under the Anti-Kickback Statute. Seller shall provide Buyer with invoices that fully and accurately disclose the discounted price of all Products purchased under this Agreement to allow Buyer to comply with this Section and the Discount Safe Harbor regulations, including sufficient information to enable it to accurately report its actual cost for all purchases of Products. Buyer acknowledges that, if applicable, it will fully and accurately report all discounts or other price reductions, including warranty items, in the costs claimed or charges made under any Federal or State healthcare program and provide information upon request to third party reimbursement programs, including Medicare and Medicaid. Buyer will be solely responsible for determining whether any savings or discount or warranty item it receives must be reported or passed on to payors.

14. **Federal Program Participation.** Seller represents and warrants that neither it nor any of its current directors, officers, or key personnel: (i) are currently excluded, debarred or otherwise ineligible to participate in federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the "Federal Healthcare Programs"); (ii) have been convicted of a criminal offense related to the provision of healthcare items or services during the last five (5) years; or (iii) have been excluded, debarred or otherwise declared ineligible to participate during the last five (5) years in Federal Healthcare Programs. Seller will notify Buyer of any change in the status of the representations and warranties set forth above.

15. **Limitation of liability.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE AGREEMENT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

16. **Miscellaneous.** These terms, together with any related Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Only in the event that the Work contemplated in this Order is related to the provision of medical devices, the following additional terms apply:

17. **Medical Devices Act and Regulatory Disclaimer.** Buyer acknowledges that it is familiar with the U.S. Safe Medical Devices Act of 1990 (the "Devices Act") and the reporting obligations imposed on device users thereunder. In this regard, Buyer agrees to notify Seller within ten (10) days of the occurrence of any event identified in the Devices Act imposing a reporting obligation on Buyer and/or Seller (except for events representing an imminent hazard that require notification to the United States Food and Drug Administration (the "FDA") within seventy-two (72) hours (or such shorter time as required by law), in which case, such notice will be delivered to the FDA and Seller within said period). Buyer will maintain adequate tracking for the Products to enable Seller to meet the FDA requirements applicable to the tracking of medical devices. Although Seller has the required registrations, approvals, and licenses (e.g., U.S. 510(k) pre-market notifications) for all or substantially all of its systems, the purchase of parts and system components from Seller does not provide 510(k) compliance or compliance under any other law, rule or regulation for Buyer's system.

Only in the event that the Work contemplated in this Order is related to the provision of leased or rented equipment (“Leased Equipment”), the following additional terms apply:

18. **Rental Equipment / Services.** Any Leased Equipment provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

Accepted by: _____

Print: _____

Date: _____

SOLE SOURCE JUSTIFICATION FORM

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

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

Requisition #

Vendor:

Item(s):

Justification:

Estimated expenditure for the above item(s):

Accounting Unit and Account(s):

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

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

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

Department Head/Authorized Personnel

Department/Division

Date

APPROVAL PROCESS

Purchasing Manager

Financial Services Director

City Council (\$30,000 – Up)





City of High Point

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

Master

File Number: 2024-099

File ID: 2024-099

Type: Resolution

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 03/08/2024

File Name:

Final Action:

Title: Consideration of a Resolution Designating Applicant Agents for the Building Resilient Infrastructure and Communities (BRIC) Grant
City Council is requested to approve a Resolution Designating Applicant Agents for the Building Resilient Infrastructure and Communities Grant. (Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: BRIC Grant Agent Resolution

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:

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Resolution Designating Applicant Agents for Building Resilient Infrastructure and Communities (BRIC) Grant	
FROM: Robby Stone – Public Services Director	MEETING DATE: March 18, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Resolution - Designation of Applicant's Agent	

PURPOSE: The Public Services Department has been competing for grant funding associated with the Building Resilient Infrastructure and Communities (BRIC) grant for utility infrastructure improvements in partnership with Southwest Renewal Foundation (SWRF) of High Point, Inc. and Piedmont Triad Regional Council (PTRC). Submission for grant funding requires the City Council to adopt a resolution designating the applicant's agent(s) for signature authority.

BACKGROUND: The Building Resilient Infrastructure and Communities (BRIC) program makes federal funds available for pre-disaster mitigation activities to reduce, minimize, or eliminate potential damages to property and infrastructure from natural hazard events. It does so with a recognition of the growing hazards associated with climate change, and of the need for natural hazard risk mitigation activities that promote climate adaptation and resilience with respect to those hazards. These include both acute extreme weather events and chronic stressors which have been observed and are expected to increase in intensity and frequency in the future. This nationally- competitive annual grant for hazard mitigation plans and projects can reduce overall risks to the population, structures, and infrastructure, while also reducing the reliance on taxpayer-funded federal disaster assistance for disaster recovery.

BUDGET IMPACT: No budget impacts are anticipated from this resolution.

RECOMMENDATION/ACTION REQUESTED: The Public Services Department recommends adopting this resolution for the designation of applicant's agent(s).

APPLICANT ASSURANCES

The applicant hereby assures and certifies that it will comply with the FEMA regulations, policies, guidelines and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.
15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
17. (To the best of his/her knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.
18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.
21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
22. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.
23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.
24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
25. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

STATE ASSURANCES

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.



City of High Point

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

Master

File Number: 2024-100

File ID: 2024-100

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 03/08/2024

File Name:

Final Action:

Title: Consideration of a Contract with Alta Planning + Design, Inc.
City Council is requested to approve a contract with Alta Planning + Design, Inc. in an amount not to exceed \$1,000,000.00 for complete design services and authorize the appropriate City Official to execute all necessary documents. (Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Alta Planning +Design, Inc. Contract

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:

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Green Drive Stormwater Infrastructure Improvements – Design Services	
FROM: Robby Stone – Public Services Director Melinda King – Asst. Public Services Director	MEETING DATE: March 18, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Request for Qualifications (RFQ) Proposal	

PURPOSE: To request approval to enter into a contract with Alta Planning + Design, Inc. to provide services necessary for the preparation of a complete design following the engineering report and environmental information document in accordance with guidance from the North Carolina Department of Environmental Quality (NC DEQ) Division of Water Infrastructure (DWI).

BACKGROUND: The State Water Infrastructure Authority approved the City’s application, in partnership with Southwest Renewal Foundation (SWRF) of High Point, Inc., for a Local Assistance for Stormwater Infrastructure Investments (LASII) grant from the American Rescue Plan Act (ARPA) for a Stormwater Construction Grant. The project will be an innovative redevelopment of a key city arterial. The project proposes to design and install new Green Stormwater Infrastructure systems along a ¾-mile stretch of W. Green Drive that arcs along the southwest side of downtown, near the headwaters of the drainage area into the Richland Creek watershed. The project area extends in an arc from the intersection of West Green Drive with Main Street, towards the southwest at West Green Drive’s intersection with Taylor Avenue for a length of approximately ¾-mile.

Alta Planning + Design, Inc. was the sole proposer and deemed qualified for this project scope.

The project’s timeline is subject to the fiscal deadlines set forth by U.S. Treasury for ARPA funds, which require the funds to be obligated by December 31, 2024, and then expended by December 31, 2026. The final project fully constructed must be delivered by the end of December 2026.

BUDGET IMPACT: This project is supported by a Federal Grant in the amount of \$5,000,000.00. There are no local budget impacts. The costs associated with the design services are not to exceed \$1,000,000.00.

RECOMMENDATION/ACTION REQUESTED: The Public Services Department is recommending that Council authorize the appropriate City Official(s) to execute all necessary documents for a contract with Alta Planning + Design, Inc. for the complete design services for the not to exceed amount of \$1,000,000.00.



REQUEST FOR QUALIFICATIONS

Design Services for W. Green Drive Stormwater Infrastructure Systems

January 31, 2024

Proposal Due Date: February 29, 2024
and time: 2:00 PM (EDT)

RFQ Number: 29-022924

Purchasing Contact: Candy Harmon, Purchasing Manager
E-mail: candy.harmon@highpointnc.gov
Phone: 336-883-3222

Virtual Pre-Proposal Conference: February 8, 2024 @ 10:00 AM

Microsoft Teams meeting
Join on your computer, mobile app or room device
[Click here to join the meeting](#)
Meeting ID: 270 791 878 434
Passcode: SCKLVf
[Download Teams](#) | [Join on the web](#)

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

Contact: Candy Harmon (336) 883-3222

Design Services for W. Green Drive Stormwater Infrastructure Systems

Summary

Pursuant to N.C. Stat. Sec. 143-128.1(A), the City of High Point, North Carolina is seeking proposals from qualified design firms interested in providing design services for the City of High Point W. Green Drive Stormwater Infrastructure Improvements project. The site of this work will be along W. Green Drive from S. Main Street to W. Taylor Avenue (approximately $\frac{3}{4}$ mile). The intent of this RFQ is to select a Design Firm, by Qualifications-Based Selection (QBS) to provide design services for this project. It is advantageous for the design firm to have experience in designing and constructing systems related to reducing, redirecting, infiltrating, or treating stormwater runoff.

This project's timeline is subject to the fiscal deadlines set forth by U.S. Treasury for ARPA funds, which require the funds to be obligated by December 31, 2024, and then expended by December 31, 2026. The final project fully constructed must be delivered by the end of December 2026. Failure to meet any milestone may result in the forfeiture of ARPA funding for the proposed project. Before execution of a contract the selected firm and project staff will complete a construction schedule.

Background Information

In April 2023, the City of High Point (City) successfully applied for a \$5 million Local Assistance for Stormwater Construction Grant (LASII grant) from the North Carolina Department of Environmental Quality's (NCDEQ's) Division of Water Infrastructure (DWI). This is a project funded by the American Rescue Plan Act (ARPA) and is administered according to all applicable federal and state guidance for ARPA funds, including [DWI guidance for ARPA-funded projects and engineering services procurement](#).

The project will be an innovative redevelopment of a key city arterial. Improving the W. Green Drive corridor is necessary for repairing a broken stormwater sewer and flooding control system for this part of the City; and creating a modern, inner-city green manufacturing/business park in southwest High Point where people live and work (a strategy and City priority first recommended by the 2007 High Point Core City Master Plan that was adopted by City Council).

Scope of Services

The City seeks qualified firms to provide services including design, construction, engineering and inspection (CEI) services for an ARPA-funded project. The total project budget for the City of High Point W. Green Drive Stormwater Infrastructure Systems project is anticipated to be **\$5,000,000** for the entire project, turnkey, including all costs and fees. All costs include site and building construction related expenses; architectural, programming, design, construction related services; testing services; public jurisdiction fees and charges; permits, signage, reasonable design and construction contingency amounts, and other building related professional service fees necessary to fully build the Owner’s project. Due to ARPA’s fiscal deadlines, the fully constructed project must be delivered by the end of December 2026.

The W. Green Drive Green Stormwater Infrastructure (GSI) project will implement a series of stormwater control measures (SCMs) tree trenches along both sides of the drive, from Main St to Taylor Ave - a length of approximately ¾-mile along 8 city blocks, as well as some adjoining blocks. The project area corresponds to some of the highest elevation areas along the headwaters of Richland Creek, as well as an area where available public streets, public rights-of-way, and vacant land provide the highest opportunity to implement measures to reduce impervious area and capture non-point source stormwater runoff. The project area is not currently being disturbed by any major public, roadway or private development projects, however there are areas of distressed infrastructure assets that already or will soon need repair.

The neighborhood-scale system needs to reproduce the nature-based pre-development patterns of the area, reducing the volume and pollutant loads of the headwaters of Richland Creek. The GSI needs to reduce the flashiness and flooding impacts as currently occurs due to increasing number and intensity of storm events.

The project needs to meet the following types of NC Land and Water Fund Innovative Stormwater Program Manual practices and achieve 84% to 94% pollutant loading reductions:

Reduce runoff volume & rates	Pollutant removal
Promote infiltration & recharging of groundwater	Effectiveness or efficiency
Sustainably maintain or improve qualitative & quantitative hydrologic characteristics	Mimic mechanisms of natural systems
Address aesthetics (appearance, insects, odors)	Collaborating in new or different ways to protect water quality
Changing attitudes, values or behaviors	

Design Firm Selection Process

- A) General:** This request for qualifications does not commit the City to enter into agreement, to pay any costs incurred in the preparation and submittal of a proposal in response to this request or in subsequent interviews and negotiations, or to procure a contract for the project. The City will require the selected consultant(s) to negotiate the fees for the project and to submit a scope, technical and/or other revisions to the proposals, as needed. The City reserves the right to perform all or some of the services described in this document with its own work force. The City also reserves the right to issue future Requests for Qualifications (RFQs), as needed, and solicit responses from firms not selected as part of this process.
- B) Qualifications-Based Selection Criteria:** RFQs are traditionally evaluated and ranked based upon objective qualifications-based criteria. However, due to the complexity and importance of this project, the City may select a short list of consultants for interviews prior to making a final selection. The selection criteria are as follows:
- a) Overall content and quality of the submitted RFQ
 - b) Relevant experience, expertise, and qualifications of the project team
 - c) Overall technical capabilities
 - d) Project management (strength and experience on similar projects)
 - e) Track record on past projects in delivering quality professional services in a timely manner
 - f) Consultant's performance on previous North Carolina municipal projects based on information gathered by the City and/or through the references provided by the Consultant
 - g) Demonstrated commitment to the City's M/WBE Program for professional services either directly through Historically Underutilized Business certification or indirectly through sub-consultant partnering with a HUB firm and/or demonstrated commitment to the City's DBE Program for professional services either directly through Disadvantaged Business Enterprise certification or indirectly through sub-consultant partnering with a DBE firm. To receive full consideration under this criteria, include recent project(s) and the participation percent awarded to HUB certified firms or DBE certified firms.
 - h) Any special or unusual terms and conditions for the contract
 - i) Information obtained through interviews with short-listed consultants
- C) Rating and Selection Team:** A selection committee has been established to review and evaluate all documentation submitted in response to this Request for Qualifications. The committee will conduct a preliminary evaluation of all documentation to determine that firms are qualified to perform the required services.

- D) To be considered for this project, each submittal must contain the information indicated in this RFQ. It is the intent of the City of High Point to make a selection in a timely manner following the submittal date. The City of High Point reserves the right to reject any or all qualifications or to waive any and all formalities and the right to disregard all non-conforming or conditional qualifications and to enter into a contract with the firm or firms that will serve in the best interest of the City of High Point. The City is not legally required to enter into a contract as a result of this Request for Qualifications. All deliverables will become the property of the City of High Point.
- E) Interviews may be required for this process. The selection committee may elect to short list firms to conduct an informal interview to discuss any innovative project approach, schedule, and/or to meet key members of the proposed project team. All firms submitting qualifications will be notified in writing as to the outcome of the selection process.

Schedule for The Selection Process

RFQ Issue Date	January 31, 2024
Virtual Pre-Proposal Conference:	Thursday, February 8 at 10:00 AM Microsoft Teams meeting Click here to join the meeting Meeting ID: 270 791 878 434 Passcode: SCKLVf Download Teams Join on the web
Questions Due to Purchasing	February 12, 2024, by 2:00 PM
Responses Provided	February 14, 2024 or ASAP
RFQ Submittal Due Date	February 29, 2024, by 2:00PM

Submission Guidelines

To facilitate the City’s objective review of the RFQs, the consultants are requested to organize the main document using a standardized format. Each RFQ should contain the following:

- A) A cover letter on company letterhead signed by a principal or other member of the firm authorized to commit the firm to contract for professional services.
- B) Table of contents, with page numbers
- C) Information on the following topics:
 - a) **Executive Summary:** Should address the highlights of the RFQ, along with the strengths and special expertise of the firm and the associated team to successfully

accomplish the objectives of the City. Please limit the executive summary to one page.

- b) **Statement of Qualifications:** Identify and describe the qualifications of the firm and professional services that may be provided by the consultant or consultant team in response to this request. Also include information on any proposed sub-consultants. Note which team members were involved in referenced projects and the time period involved in referenced, completed or current projects. Also highlight any projects performed for the City of High Point during the past 5 years.
- c) **Project Team & Project Management:** Identify the proposed project team (including any sub consultants) and key personnel for the successful completion of projects in partnership with the City. Include brief resumes of the project manager and up to four (4) project team members including office location, years of experience, certifications, and education. Identify the project manager or primary contact and any other team leaders proposed, and briefly describe how projects will be successfully managed. It is expected that the team members proposed in the RFQ will be those assigned to work on the project for the City. Also describe the firm's quality assurance / quality control methods.
- d) **Project Schedule:** Describe the planned and envisioned workload of the proposed team members for the timeframe of this contract and verify that proposed staff will be prepared for timely completion of projects under a potential contractual agreement with the City.
- e) **Terms and Conditions of the Contract:** The City proposes to use a standard City of High Point contract for professional services. This information will be provided to the selected consultant(s) during contract and scope negotiations. Should the consultant have any special or unusual contract conditions or limitations, the City should be advised of these in this section of the RFQ. Also note your understanding of and commitment to the City's M/WBE program.
- f) **References:** Project reference list describing at least four (4) projects completed within the past five years that represent the strengths and unique qualifications of the firm or team. The list should contain project titles, locations, start and end dates, name of project managers, and name, phone number, and email address of references. The contact person should be capable of speaking to the firm's and team's ability to finish projects within the project timeframe and the firm's demonstrated ability to respond to the proposed project.
- g) **Format:** RFQs must be submitted electronically and be 12pt font size and limited to **no more than 20 pages** (8 ½ x 11) excluding the cover page, cover letter, table of contents, and any section dividers. The proposal shall be submitted by an official

authorized to bind the submitter to its provisions and who is authorized to negotiate the final scope of work and fees for inclusion in a later Supplemental Professional Services Agreement with the City.

- h) **Questions:** Any questions regarding this RFQ requiring responses prior to due date are to be submitted in writing by no later than **February 12, 2024, by 2:00 PM** to the attention of:

Candy Harmon candy.harmon@highpointnc.gov

Responses will be provided via Addendum by **February 14, 2024**.

General Requirements

- a) If selected, the consultant(s) shall be registered through the NC Department of the Secretary of State and the City of High Point.
- b) Insurance Requirements: Proposals shall include information certifying that the consulting firm is capable of providing the following minimum insurance coverage prior to execution of a professional services agreement. **A copy of firm's Certificate of Insurance (COI) will be required at the time of selection. A copy may be provided along with submittal.**

c) <u>Insurance</u>	<u>Amount</u>
(a) Workers' Compensation	\$500,000
(b) Employers' Liability	\$500,000
(c) General Liability	\$1,000,000
(d) Automobile Liability	\$1,000,000
(e) Umbrella	\$1,000,000
(f) Professional Liability	\$1,000,000

- d) E-Verify Affidavit

Under North Carolina law, the E-Verify requirement applies to private employers doing business in this state that have 25 or more employees working in this state. If contractors are individuals who are self-employed (i.e., one employee), or with a business with less than 25 employees, that individual/business is not subject to the E-Verify requirements.

It is the City's responsibility to comply with E-Verify, the successful bidder/consultant will be required to submit the completed E-Verify affidavit at execution of this contract.

Submission Date

Firms are invited to submit letters of interest and qualifications to the City of High Point Purchasing Department by **2:00 P.M. on February 29, 2024**. Letters of interest and qualifications submitted after this deadline will not be considered.

Electronic Submittals

Only electronic submittals will be accepted, and firms shall submit one electronic (PDF) version of the proposal.

Firms submitting proposals are encouraged to carefully check them for conformance to the requirements stated above. If submittals do not meet these requirements, they will be disqualified. **No exception will be granted.** Submittals shall be provided to Candy Harmon candy.harmon@highpointnc.gov

AFFIDAVIT-MINORITY PARTICIPATION

The City of High Point is committed to providing equal opportunities for participation in all aspects of the City of High Point contracting and purchasing programs including, but not limited to, participating in procurement contracts for, materials, services, construction and repair work activities, and lease agreements in the City of High Point. The Purchasing Division actively seeks to identify qualified minority, handicapped, disadvantaged, and women-owned business enterprises so as to widen opportunities for participation as providers of goods and services, increase competition and ensure the proper and diligent use of public funds.

(NOTE: THIS FORM IS TO BE SUBMITTED WITH THE BID PROPOSAL)

Portion of the Work to be performed by Minority Firms

I do hereby certify that on the _____
(Name of Bidder)

(Project Name)

Project ID# _____ Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the firms listed below.

Attach additional sheets if required

Name and Phone Number	Minority Category	HUB Certified (Y/N)	Work Description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**) Employee Stock Ownership Plan (ESOP)

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____

STATE OF NORTH CAROLINA
CITY OF HIGH POINT
E-VERIFY AFFIDAVIT

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

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

This ____ day of _____, 20__.

Signature of Affiant
Print or Type Name: _____

State of _____ County of _____

Signed and sworn to (or affirmed) before me, this the ____
day of _____, 20__.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)



HIGH POINT WEST GREEN DRIVE

Engineering Report/Environmental
Information Document

October 2023

Funding Type:
Funding Numbers:

Prepared by Alta for the City of High Point



2 Section 1: Executive Summary

Project Description

The **High Point W Green Drive Green Stormwater Infrastructure (GSI)** project will be an innovative redevelopment of a key city arterial in a distressed part of town that has been facing long-standing issues for decades with decayed infrastructure, flooding, and non-point source watershed pollution. **The project detailed in this Engineering Report/Environmental Information Document (ER/EID) proposes to design and install new GSI systems along a 3/4-mile stretch of W Green Drive that arcs along the southwest side of downtown, near the headwaters of the drainage area into the impaired Richland Creek watershed.**

By reducing, redirecting, infiltrating and treating stormwater runoff, the project will be the critical tool to bring stormwater sewers in the neighborhood closer to current standards, reducing flooding in city streets, and targeting non-point stream impairment at its most critical location, the headwaters.

The project is being planned and designed in accordance with the most innovative guidance for GSI infrastructure from the North Carolina Department of Environmental Quality (NCDEQ), the Environmental Protection Agency (EPA), Federal Emergency Management Agency (FEMA), and municipal GSI innovators from across the country.

Once complete, the project will also contribute to the ongoing neighborhood revitalization efforts, offering a brand new, green, tree-lined streetscape; safer and more attractive pedestrian spaces; better access to nature and the Richland Creek watershed; and access to a new greenway.





Project Location

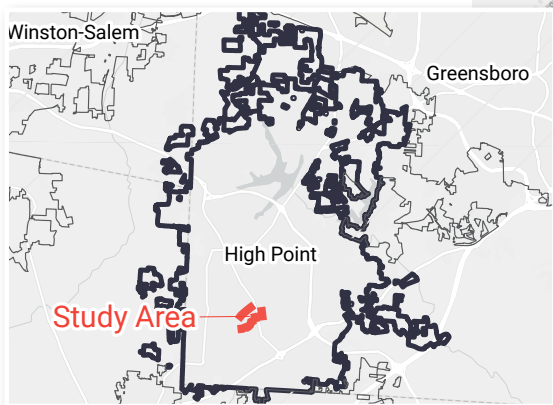
The project is located in the City of High Point in Guilford County. The project area is urban in nature, extending in an arc from the intersection of West Green Drive and Main Street, towards the southwest at West Green Drive's intersection with Taylor Avenue for a length of approximately ¾-mile (see Study Area Map below).

This arc is located very near the ridgeline that divides the Richland Creek watershed to the east and southeast, and the Payne Creek in the Rich Fork Creek watershed, which is part of the Yadkin Pee Dee Basin. Richland Creek is a headwater tributary to the Deep River, which eventually connects to the Cape Fear River. The Richland Creek watershed is bisected by interstates, from northeast to southwest by I-85 Business; and from north to southeast by I-74. The I-85 bypass also crosses the watershed at its southeast corner, with bridges over both the Deep River and Richland Creek near their confluence.

Area Overview

Legend

-  Study Area
-  Municipal Boundaries
-  High Point
-  all other municipalities



Section 1: Executive Summary

W GREEN DR PROPOSED GREEN STORMWATER INFRASTRUCTURE

HIGH POINT W GREEN DR ER/EID

Legend

- Street Centerline
- Streams
- Greenway Corridor (est. footprint of trail)
- All Parcels
- Approx. GSI Limit of Disturbance
- Approx. Location of Proposed GSI



0 100 200 300 400 500 FEET

NC CGA, Maxar, Microsoft, Esri Community Maps Contributors, State of North Carolina DOT, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, Swire, DeLorme, GeoTechnologies, Inc., METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

Data sources: PBOT and Metro RLIS Document: N:\Shared\PROJECTS\2023\179 High Point, NC W Green Drive ER EID\GIS\Process\2023-179 High Point W Green Dr Overview.aprx Date Saved: 1/17/2023

4 Section 2 & 4: Current Situation and Need for Project

Water Quality and Quantity Issue

SOURCE OF WATER CAUSING THE STORMWATER QUALITY / QUANTITY ISSUE

The Richland Creek watershed is considered **28.2% impervious**, with its largest concentration of impervious surfaces on its western half and northwestern corner—in other words, alongside the West Green Drive project area arc.

The creek flows for approximately 9 miles from its headwaters to its confluence with Deep River, which then drains into the Randleman Reservoir. The reservoir is the critical source of drinking water supply for over 500,000 people in Guilford and Randolph counties, with current drinking water production capacity of 14.7 MGD and potential to expand to 48 MGD.

IMPAIRMENT OF THE PROJECT'S WATERSHED

Water in the creek is significantly impaired, contributing to chronic challenges for the drinking water supply system. Levels of fecal coliform, turbidity, and sedimentation are extremely high along the creek. Peak stormwater flows in the creek are about 25% higher than the average for similar streams with similar soils and precipitation levels, reflecting the amount of impervious area in the watershed. Richland Creek was initially listed as impaired in 1998 by the NCDEQ; and then listed on the 2002 North Carolina 303 (d) impaired waters list for a lack of aquatic life. In 2004, the Total Maximum Daily Load (TMDL) for fecal coliform was established for Richland Creek and Muddy Creek, requiring an 82% reduction of fecal coliform to achieve the designated use classification of WS-IV, protecting aquatic life and secondary contact human recreation uses. In addition, a significant reduction in impervious area and/or stormwater runoff into the creek was recommended, to reduce the levels of turbidity, sedimentation, and other potential contaminants that would impact the creek water and drinking water supply.

FLOODING WITHIN THE PROJECT AREA

Flooding is another frequent issue in the neighborhood and at the headwaters of the creek. As an example, in August 2019 heavy downpours overwhelmed the stormwater sewers that channel one of the headwaters of the creek, and created flash flooding along West Green Drive. Where the average daily rates in High Point are typically less than a quarter inch, the storms generated nearly an inch and a half over 36 hours - a level of slightly more concentrated rainfall that is unfortunately

becoming more and more typical, and exceeding the capacity for infrastructure designed in accordance with older standards. Disruptions from flooding included shutting down the Salvation Army office located downtown at 301 W Green Drive, displacing 34 women and children. The Salvation Army center was closed nearly four months for refurbishing, but reopened in time for Christmas 2019.

PREVIOUS EFFORTS AND PLANNING THAT HAVE IDENTIFIED THIS PROJECT'S NEED

In 2021, the Piedmont Triad Regional Council (PTRC) completed a watershed stress catchment ranking of areas in the watershed, accessing areas that showed the highest levels of erosion, litter, lack of stream buffers, and potential high levels of non-point source stormwater runoff. **This project area ranks third and sixth in that study, out of over 30 subwatershed areas.**

The Southwest Renewal Foundation of High Point (SWRF) had been advocating for improvements to W Green Drive, to reduce flooding and water pollutant issues, since 2017. Prior to the *Richland Creek Watershed Action Plan* (Oct 2021), PTRC worked with the SWRF and local community leaders to identify 40 potential green infrastructure projects in the areas labeled as most stressed, including potential de-paving projects, constructed wetlands, and potential locations for bioretention, stormwater swales, permeable pavement construction, and stream bank stabilization measures. **This information was compiled into the *Southwest High Point Green Infrastructure Plan, January 2019. W Green Drive and surrounding areas contained many of these priority projects.***

6 Section 3: Design Basis/Future Situation

Overview

The project is designed to address both stormwater quantity and quality. In summary:

- The project will implement Nature-Based Stormwater Solutions at a neighborhood-wide scale, with GSI SCMs with an initial capacity to handle more than five acres of stormwater runoff
 - The project meets the following types of projects from the NCLWF Innovative Stormwater Program Manual:
 - Reducing runoff volumes and rates
 - Promoting infiltration and recharging of groundwater
 - Sustainable maintaining or improving qualitative and quantitative hydrologic characteristics after land development
 - Mimicking mechanisms of natural systems
 - Operation and maintenance protocols (since GSI SCMs require their own operations, cleaning, and maintenance requirements)
 - Pollutant-removal mechanisms
 - Effectiveness or efficiency
 - Addressing aesthetics (appearance, insects, odors), including recognizing value of improving aesthetics
 - Supporting natural systems or restoring function of natural systems
 - Changing attitudes, values, or behaviors
 - Collaborating in new or different ways to protect water quality
 - The project will reduce pollutant loading on the watershed from the drainage area it covers by between 84% and 94% with bioretention
 - The project is designed so that the components of the project are scalable - in other words, future phases of design and construction can add additional SCMs in the neighborhood to increase the volume and treatment capacity of the system
 - The project complements and greatly enhances the capacity of the adjacent Jacobs Place stormwater improvement project, which will replace the existing and failing stormwater piping system at the intersection of W Green Drive and Jacobs Place.
- In that sense, green infrastructure will greatly increase the efficiency of existing and upcoming grey infrastructure
- The project will prepare a project-specific Stormwater BMP Operation & Maintenance Plan
 - The project is being led by a partnership among the City of High Point, the PTRC, and the Southwest Renewal Foundation (see details in Section 2C, above)
 - It is the intent of the City of High Point, PTRC, and SWRF to document the results of the project, and promote it as a model in upcoming conferences, as well as in online postings from all three partners. A project final report will be prepared, with a summary of project goals, objectives, the work accomplished, and any findings and recommendations. The project will serve as a model for increasing GSI projects throughout High Point, Guilford County, surrounding communities, and across the state

Finally, the project has already undergone an innovative GSI SCM planning process, which proposed several alternative SCM and BMP approaches for each block of the project area, which were then screened by the project team and the City of High Point public works and engineering departments to arrive at the preferred SCMs now included in the project. For more details on the process, and records of the iterations of the alternatives, please refer to the attached “W Green Drive GSI SCM Alternative Development and Selection Process Memo” (September 2022), prepared by Alta Planning and Design for the City of High Point, PTRC, and SWRF.

Project Benefits

The project is located at the headwaters of Richland Creek, most specifically of its most impacted initial section in the western side of the subwatershed. It is Assessment Unit 4338, a Category 5 stream on the 303(d) impaired waters listing.

Its classification results from fair, poor, or severe impairment to aquatic resources and to secondary contact human recreation uses. Richland Creek was initially listed as impaired in 1998 by NCDEQ; and then listed on the 2002 North Carolina 303 (d) impaired waters list for a lack of aquatic life. In 2004, the total maximum daily load (TMDL) for fecal coliform was established for Richland Creek and Muddy Creek, requiring an 82% reduction of fecal coliform to achieve the designated use classification of WS-IV, protecting aquatic life and secondary contact human recreation uses. In addition, a significant reduction in impervious area and/or stormwater runoff into the creek was recommended to reduce the levels of turbidity, sedimentation, and other potential contaminants that would impact the creek water and drinking water supply.

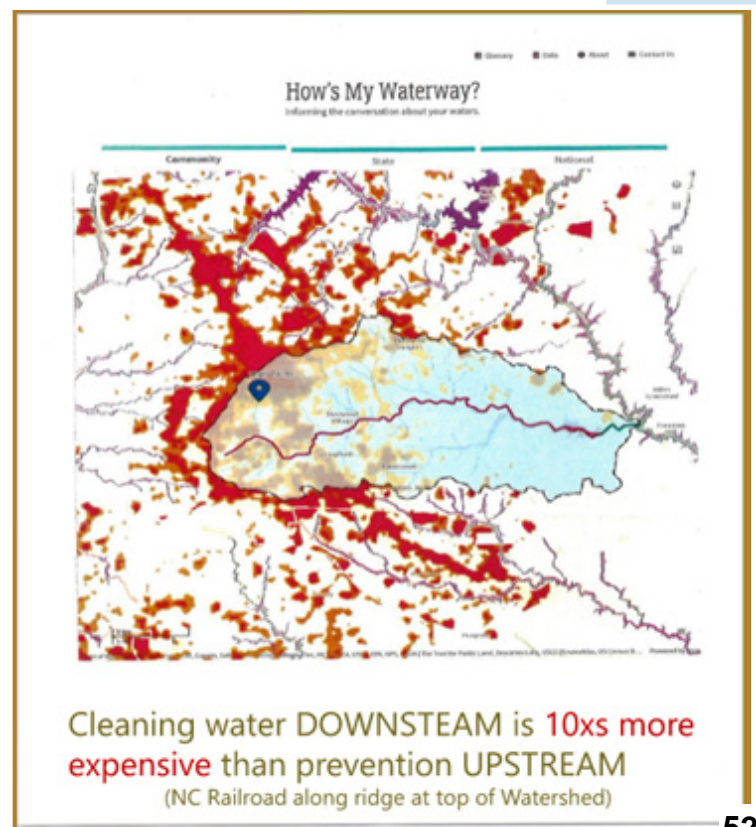
The Upper Cape Fear Basin Association (UCFRBA) coalition monitoring network has one ambient monitoring station along Richland Creek (station number B4380000), which is monitored monthly. Based on 10 years of water quality data collected at this station, stormwater runoff and other non-point sources of pollution are contributing to the impacts, thus failing to meet water quality standards for biological, turbidity, sedimentation, and other potential contaminants. The City of High Point conducts quarterly water quality sampling at 12 sites along Richland Creek, analyzed for fecal coliform. The North Carolina State University College of Sciences started additional sampling along the Creek this past Summer (2022). Results of these sampling efforts all confirm the continued presence and lack of mitigation of fecal coliform and turbidity.

The project will directly improve water quality on Richland Creek by capturing over five acres of stormwater runoff, infiltrating and treating it before it releases into the stormwater sewers that represent two of the main streams that are the headwaters

of Richland Creek. By the use of bioretention tree trenches, it is anticipated that **between 84% and 94% of the annual runoff in the project area will be treated or infiltrated, greatly reducing the pollutant load on the watershed.** In simple terms, the majority of the stormwater collected in the tree trenches will evaporate from the tree trench surface, be collected and transpire from the leaves of trees, or infiltrate into the soil, replenishing the local aquifers. In that process, contaminants will be removed and prevented from reaching the creek and downstream.

FLOOD REDUCTION

Additional flooding has impacted other properties in the project area since then, including 208 Jacob's Place and 608 West Ward Avenue. The flooding is caused by the large amount of impervious surfaces located at the headwaters of Richland Creek, and to the aging and undersized infrastructure that is in place. The Jacob's Place project, currently under design, will address one section of the worst flooding near the intersection of W Green Drive and Jacobs Place. Along Jacobs Place, the existing reinforced concrete pipe (RCP) stormwater system is unable to provide 2- and 10-year



stormwater capacity. The system further surcharges to flood roadways throughout the headwaters of the drainage basin, does not properly intercept runoff, and is generally in poor structural condition. That project will abandon the current stormwater pipe system, install a new parallel one, and provide additional catch basins and drop inlets to reduce gutterline and roadway flooding potential.

The proposed GSI project will connect to the Jacob's Place project and greatly enhance the capacity of the stormwater system to reduce similar street and property flooding up and down W Green Drive for approximately 8 blocks, as well as on adjoining blocks.

DOWNSTREAM IMPROVEMENTS

Collaboration between the City of High Point and Guilford County is essential to meet the goals and achieve the outcomes of the proposed project. The project will help each of these two government entities reach some of their critical stormwater goals, as follows:

- **The project will help greatly reduce the water quality and quantity impacts to the regional drinking water supply from the Deep Creek watershed and the Randleman Reservoir.** Guilford County Watershed Protection/Stormwater Management program's charge is for "proper management of stormwater runoff that will protect property, control stream bank erosion, reduce flooding,

protect floodplain and wetlands, protect water resources and riparian and aquatic ecosystems."

- **The project will for the first time implement a concerted green stormwater infrastructure system strategy for a neighborhood, and thus will serve as a model for future improvements throughout the City.** The City of High Point Department of Public Services, Stormwater Division mission is "to provide citizens with a comprehensive stormwater management program that addresses stormwater pollution and provides timely assistance in making drainage improvements on public and private property based on eligibility and prioritized needs."

Finally, this project will demonstrate the connectivity of hydrology in High Point, Guilford County and neighboring communities, which is necessary for long-term progress toward clean water, quality of life, and public and environmental health. **What we do in inner-city southwest High Point effects citizens throughout Guilford County and the region.**



(Above) Photos of water quality testing done by NC State team in August 2022.

Alternatives Analysis

This chapter describes alternatives that were reviewed during the planning process for better stormwater management and flood prevention on West Green Drive. The alternatives were designed to support several key criteria, including:

- Implementation of Nature-Based Solutions
- Limiting acquisition costs, by utilizing available public rights-of-way and public property
- Overall level of improvements on the Richland Creek watershed water quality
- Overall reduction in flooding
- Scalability for future system expansion and incorporation of adjacent areas and neighborhoods
- Complementarity to existing and planned future sewer improvements,
- Equity and stakeholder and public feedback/support, and
- Cost Efficiency.

This alternatives analysis examines a No-Build Alternative – Alternative 1, a Grey infrastructure Alternative – Alternative 2, and two versions of Green Stormwater Infrastructure installation – a more extensive Alternative 3, the Initial GSI Alternative; and the preferred alternative, Alternative 4, the 2023 GSI Alternative. These alternatives are described in more detail below.

ALTERNATIVE – 1 NO-BUILD ALTERNATIVE

This approach makes no changes to the existing sewers or streetscape, nor to existing property boundaries. It has negative environmental impacts, because water quality and flooding issues would remain unresolved. In addition, it would result in continued blight, disinvestment and the loss of jobs.

ALTERNATIVE 2 – GREY INFRASTRUCTURE ALTERNATIVE

This alternative would attempt to improve stormwater quality and reduce flooding by increasing the size and capacity of the underground sewer system along the entire $\frac{3}{4}$ -mile length of the project area.

In effect, a small portion of this system is currently being built in the form of the Jacob's Place sewer replacement project, which is being designed to replace aging sewers and increase sewer capacity where Jacobs Place crosses West Green Drive, a location that has seen constant flooding in the past. This project will replace sewers along approximately an 1/8-mile block north of West Green Drive and increase the culvert capacity under the roadway, to prevent the historical flooding. The issue is that this project is costly, exceeding the budget for Alternatives 3 and 4, while only addressing one small segment of the project area. Stormwater volumes and quality would remain unaddressed in remaining blocks, and might still contribute to overtaxing this small segment of infrastructure improvement.

Alternative 2 would use a similar grey infrastructure approach along remaining blocks of the project area, requiring significant upgrades to sanitary and stormwater sewers, additional culverts, and significantly more excavation, and utility coordination and relocation. Because of its high cost, little budget would be left over for streetscape enhancements; and by nature the system might be less effective in controlling nonpoint sources of pollution to the streams.

ALTERNATIVE 3 – INITIAL GSI ALTERNATIVE

This alternative would reconfigure the project area in a more comprehensive, strategic, and green way. A total of over 40 tree trenches and 3 infiltration basins would be installed along the project corridor, providing capacity for management of over 10 acres of stormwater runoff.

ALTERNATIVE 4 – 2023 GSI ALTERNATIVE: PROPOSED ALTERNATIVE

This alternative is similar to Alternative 3, but reduces the total number of tree trenches to 18 along nine street blocks, complemented by tree pits to maintain a consistent and attractive streetscape; and eliminates the infiltration basins and additional

property acquisition needs. This alternative is the preferred option of the City, stakeholders, and the public, as it retains the majority of the benefits of Alternative 3 at a more cost-effective basis, while limiting the amount of additional disturbance and additional property acquisition required.

Summary of Alternatives

Table 1 provides a summary of the alternatives presented above and how they address the purpose and need of the proposed action.

Table 1- Summary of Alternatives				
Alternative Elements	Alternative 1 – No Build	Alternative 2 – Grey Infrastructure	Alternative 3 – Initial GSI Alternative	Alternative 4 – 2023 GSI Alternative
Implements Nature-Based Stormwater Solutions	No	No	Yes	Yes
Utilizes solely public rights-of-way	Yes. No changes to existing property boundaries.	Yes. No changes to existing property boundaries.	No. Additional acquisitions required.	Yes. No changes to existing property boundaries.
Improves watershed stormwater quality	No	Limited improvements.	Most extensive benefits.	Extensive benefits, can be scaled up later for additional benefits.
Reduces flooding	No	No (limited impact)	Yes	Yes
Project Scalable	No	No	Yes	Yes
Complements existing sewer improvements	No	Yes	Yes	Yes

Table 1- Summary of Alternatives

Alternative Elements	Alternative 1 – No Build	Alternative 2 – Grey Infrastructure	Alternative 3 – Initial GSI Alternative	Alternative 4 – 2023 GSI Alternative
Cost-efficient use of funds	No	No	Funding not available for full set of proposed improvements	Yes
Equity and stakeholder and public feedback/support	No. Existing conditions do not solve water quality and flooding issues, and contribute to continued blight and disinvestment in the neighborhood. Public and stakeholders find the status quo unacceptable.	No. Grey infrastructure only partially solves water quality issues and has limited impact on flooding issues, while contributing little to solve continued blight and disinvestment in the neighborhood.	Yes. GSI system would have significant positive impact in solving water quality and flooding issues, capturing over 10 acres of stormwater runoff. Project also redevelops Green St as a complete street with attractive streetscape and trees. Public and stakeholders prefer this option.	Yes. GSI system would have significant positive impact in solving water quality and flooding issues, capturing over 5 acres of stormwater runoff. In addition, the project has similar impacts to Alternative 3, retaining most of the streetscape elements and thus meeting the public and stakeholders preferences.
Meet Purpose and Need	No. This alternative fails to meet any of the goals of the project. In fact, it might prove to be extremely detrimental, with continued disinvestment in the neighborhood, continued impairment of Richland Creek, continued flooding, and resultant lack of	Partly. This alternative provides limited enhancements to water quality and flooding. However, it does not adequately address the non-point nature of the stormwater runoff, has limited flood reduction benefits, and does not incorporate any of the green elements	Yes. This alternative meets the project's goals, and has the most extensive water quality and flood reduction benefits. However, It provides the largest amount of construction impacts;	Yes. This alternative meets the project's goals, and has the second most extensive water quality and flood reduction benefits. After full design is completed, it might come close to the original goal of managing 10 acres of stormwater runoff. Even if not, it will have approximately

Alternative Elements	Alternative 1 – No Build	Alternative 2 – Grey Infrastructure	Alternative 3 – Initial GSI Alternative	Alternative 4 – 2023 GSI Alternative
	redevelopment and loss of local jobs.	of the other alternatives, thus lacking the side benefits of those alternatives.	requires additional property acquisition, design, and coordination; is the costliest, and does not meet the project budgets at this time.	2/3 of the impact of Alternative 3 stowmater water quality management capacity, and similar flood reduction efficacy. It will maintain the streetscape elements of Alternative 3 at a more cost-effective level. It is the preferred alternative for all stakeholders.

ENVIRONMENTALLY PREFERRED ALTERNATIVE

The environmentally preferred alternative is defined by CEQ as “the alternative that would promote the national environmental policy as expressed in NEPA’s Section 101. This includes:

1. Fulfilling the responsibilities of each generation as trustee of the environment for succeeding generations;
2. Assuring for all generations safe, healthful, productive, and aesthetically and culturally pleasing surroundings;
3. Attaining the widest range of beneficial uses of the environment without degradation, risk of health or safety, or other undesirable and unintended consequences;
4. Preserving important historic, cultural and natural aspects of our national heritage and maintaining, wherever possible, an

environment that supports diversity and variety of individual choice;

5. Achieving a balance between population and resource use that would permit high standards of living and a wide sharing of life’s amenities; and
6. Enhancing the quality of renewable resources and approaching the maximum attainable recycling of depletable resources (National Environmental Policy Act, Section 101).

Alternative 1 does not meet the purpose and need for this analysis. Alternative 2 meets the purpose and need and the criteria outlined in NEPA Section 101 (b) to only a very limited degree, and thus was discarded. And although Alternative 3 surpasses Alternative 4 in fulfilling these factors, it would have additional construction impacts, require additional private property acquisition, and require additional funding.

Alternative 4 would meet the same goals as Alternative 3, though managing slightly less runoff volume. It is scalable and can be expanded in the future. And it was planned to provide similar amount of overall benefits as Alternative 3. Taking all of this into consideration, Alternative 4 best meets the criteria for the environmentally preferred alternative.

Project Cost Estimate

A cost estimate was developed for Alternative 4 based on the results of the Alternative Selection process and on the LASII grant award amount allocated to the project. The estimate was completed by Alta Planning and Design Inc in October 2023, and consisted of an update of the preliminary planning-level cost estimate developed for the LASII grant application process.

The update included an estimate for the cost of design and installation of the proposed stormwater control measures (SCMs) in Alternative 4, as well as associated traffic, roadway reconstruction, and pedestrian- and bicycle-safety improvements that might be required. A limited amount of utility relocations was identified and potential costs of relocation included in the estimate. Some costs were listed as allowances (for example, a 5% allowance for "Minor Items", since they might not be easily quantifiable at this stage), and an overall 25% contingency amount included. Below is a summary of the updated cost estimate.

ITEM NO.		ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
DESC. NO.	SECT. NO.					
0000100000-N	800	MOBILIZATION	1	LS	\$143,000.00	\$143,000.00
0000400000-N	801	CONSTRUCTION SURVEYING	1	LS	\$105,600.00	\$105,600.00
0043000000-N	226	GRADING	1	LS	\$126,000.00	\$126,000.00
0372000000-E	310	18" RC PIPE CULVERTS, CLASS III	2,708	LF	\$80.00	\$216,640.00
0378000000-E	310	24" RC PIPE CULVERTS, CLASS III	48	LF	\$90.00	\$4,320.00
0384000000-E	310	30" RC PIPE CULVERTS, CLASS III	0	LF	\$110.00	\$0.00
0402000000-E	310	48" RC PIPE CULVERTS, CLASS III	61	LF	\$150.00	\$9,150.00
1121000000-E	520	AGGREGATE BASE COURSE	1,430	TON	\$40.00	\$57,200.00
1503000000-E	610	ASPHALT CONC INTERMEDIATE COURSE, TYPE I19.0C	250	TON	\$155.00	\$38,750.00
1523000000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5C	230	TON	\$175.00	\$40,250.00
1575000000-E	620	ASPHALT BINDER FOR PLANT MIX	30	TON	\$600.00	\$18,000.00
2286000000-N	840	MASONRY DRAINAGE STRUCTURES	23	EA	\$3,000.00	\$69,000.00
2352000000-N	840	FRAME WITH GRATE, STD 840.03	23	EA	\$1,250.00	\$28,750.00
2549000000-E	846	2'-6" CONCRETE CURB & GUTTER	5,981	LF	\$40.00	\$239,240.00
2591000000-E	848	4" CONCRETE SIDEWALK	840	SY	\$125.00	\$105,000.00
2605000000-N	848	CONCRETE CURB RAMP	15	EA	\$2,750.00	\$41,250.00
3628000000-E	876	RIP RAP, CLASS I	60	TON	\$70.00	\$4,200.00
4072000000-E	903	SUPPORTS, 3-LB STEEL U-CHANNEL	1,080	LF	\$20.00	\$21,600.00
4102000000-N	904	SIGN ERECTION, TYPE E	72	EA	\$150.00	\$10,800.00
4399000000-N	1105	TEMPORARY TRAFFIC CONTROL	1	LS	\$150,000.00	\$150,000.00
SPECIAL ITEMS - STORMWATER TREATMENT						
	SP	STORMWATER PLANTERS	1	LS	\$1,337,000.00	\$1,337,000.00
SPECIAL ITEMS - OTHER						
	SP	WATER LINE RELOCATION	956	LF	\$170.00	\$162,520.00
	SP	SEWER LINE RELOCATION	548	LF	\$175.00	\$95,900.00
	SP	EROSION CONTROL ALLOWANCE	1	LS	\$80,000.00	\$80,000.00
	SP	MINOR ITEMS (4%)	1	LS	\$114,000.00	\$114,000.00

CONSTRUCTION COST SUBTOTAL	\$3,219,000.00
ESCALATION TO 2023 (7.5%)	\$241,430.00
CONTINGENCY (25%)	\$804,750.00
ENGINEERING AND COORDINATION DESIGN FEE (25%)	\$804,750.00
OPINION OF TOTAL CONSTRUCTION COST (2023)	\$5,070,000.00
	SAY, \$5 million

- NOTES:
- 1) ESTIMATE IS NOT BASED ON AN ENGINEERING DESIGN, AND IS FOR PLANNING PURPOSES ONLY.
 - 2) BASED ON 2022 UNIT PRICES, 7.5% ESCALATION TO 2023 INCLUDED
 - 3) MINOR ITEMS INCLUDES PAVEMENT MARKINGS, MINOR UTILITY CONFLICTS/ADJUSTMENTS, REPAIR SEEDING & MULCHING.
 - 4) EXCLUDES RIGHT-OF-WAY, DESIGN, PERMITTING, AND CONST. ADMINISTRATION PROJECT COSTS.
 - 5) UNDERGROUND UTILITY COORDINATION/RELOCATION COSTS TO BE REFINED AT NEXT DESIGN STAGE.
 - 6) ASSUMES DESIGN WILL LIMIT POWER POLE RELOCATION, PARTICULARLY WILL PLANTER AND TREE WELL LOCATIONS
 - 7) ASSUMES EXISTING CURB RAMPS AND SIDEWALK TO REMAIN IN PLACE WITH CURB EXTENSIONS/PLANTERS.

COMPUTED BY TJN
 DATE 9/14/2022, Final Check 9/29/2022.
 REVISED SF 9/29/2023

14 Section 6: Proposed Project Description

Overview

More than 50 percent of the construction cost of the project will be used to create new stormwater control measures (SCMs) or to improve, retrofit, repair, rehabilitate or replace existing SCM infrastructure to control stormwater quality

The entirety of the project has been planned to design and build a new Green Stormwater infrastructure (GSI) system of SCMs along the ¾-mile extent of W Green Drive and some adjoining blocks. The new GSI system in the first phase covered by this project is proposed to be composed of 18 tree trenches on 9 street blocks in High Point.

The typical system layout consists of 6- to 11- feet wide bioretention and bio-infiltration tree trenches, on the west/north side of blocks of W Green Drive and some adjoining blocks as well. Where street width or utility conflicts prevent the use of these tree trenches, tree wells are used instead - providing less overall retention/infiltration capacity, but still providing a significant volume reduction and water quality treatment.

The system will be capable in this initial phase of capturing stormwater for a total area of **over 300,000 square feet in drainage area, using a total SCM area of 29,794 square feet**. Green inlets or curb breaks will be installed just upstream of existing stormwater inlets to collect stormwater runoff into the SCMs. Because of the potential for presence of poor-infiltrating soils (typical soils in the region

are C or D), the SCMs were preliminarily-sized with a 10:1 loading ratio. Should better-infiltrating soils be present, or should SCM design include further soil replacement/underground containment, then additional stormwater storage and management capacity would be available. Thus, SCMs could be reduced in size (saving on cost and disruption), or alternatively, could handle additional runoff quantities and areas.

SCMs will be designed to meet *NC Stormwater Design Manual Part C: Minimum Design Criteria and Recommendations for Stormwater Control Measures*, as well as guidance from the NCDEQ Stormwater Control Measure Credit Document. SCMs will be designed to manage the first 1-½-inch of stormwater over the drainage area (exceeding the 1 inch required for areas outside coastal counties), and be ready to be replenished by another storm event within 72 hours. Accordingly, the system will have the capacity to displace a significant volume from the existing stormwater sewers, at the same time treating, infiltrating, and slowly releasing the remaining water into the stormwater sewer. For larger storm events, the SCM system will provide additional capacity to existing drainage and will have an overflow connection to those existing assets to make sure that each SCM itself is not overloaded. This neighborhood-scale system will reproduce the nature-based pre-development patterns of the area, reducing the volume and pollutant loads on the headwaters of Richland Creek, thus

reducing the “flashiness” and flooding related with the increasing number and intensity of storm events. By infiltrating stormwater, it will also help replenish the regional aquifers, providing for a more even groundwater flow that can keep the creek viable during future droughts.







Finally, the neighborhood surrounding the W Green Drive system currently has a multitude of vacant or underutilized parcels, but is the focus of a concerted effort from City, County, MPO, and nonprofits for redevelopment. As an example in 2021 the City of High Point secured a \$19.8-million USDOT RAISE grant to build the High Point Heritage Greenway, which will parallel and twice cross W Green Drive along the project area. With the combined benefits of the W Green Drive SCMs and the Greenway, as well as a concerted business attraction strategy focused on green businesses, the neighborhood has the incredible potential of becoming a model for green and inclusive redevelopment for the entire state and the US. Accordingly, the first phase of the project has been designed to be scalable and reproducible. The project will accommodate future growth and redevelopment impacts, with a continued focus on reducing impervious surfaces and providing additional nature-based stormwater management capacity for the neighborhood.

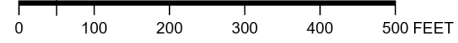
Section 6: Proposed Project Description

W GREEN DR PROPOSED GREEN STORMWATER INFRASTRUCTURE

HIGH POINT W GREEN DR ER/EID

Legend

-  Street Centerline
-  Streams
-  Greenway Corridor (est. footprint of trail)
-  All Parcels
-  Approx. GSI Limit of Disturbance
-  Approx. Location of Proposed GSI



NC CGA, Maxar, Microsoft, Esri Community Maps Contributors, State of North Carolina DOT, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, Swire, DeLorme, GeoTechnology, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

Data sources: PBOT and Metro RUTS Document: N:\Shared\PROJECTS\2023\179 High Point, NC W Green Drive ER EID\GIS\Process\2023-179 High Point W Green Dr Overview.aprx Date Saved: 1/17/2023

16 Section 7: Environmental Information Document (EID)

Overview

Per the NCDEQ Engineering Report/ Environmental Information Document (EID) for Wastewater or Stormwater Infrastructure Fact Sheet issued in March 2023, the State Environmental Policy Act (SEPA) does not require an environmental review for projects funded by the State Project Reserve, including projects funded under the American Recovery Plan Act of 2021. Therefore, a Categorical Exclusion was not prepared for this project. However, a desktop review of environmental conditions was conducted to ensure the project avoided or minimized any impacts to jurisdictional resources. A summary of this review is attached to this Engineering Report, and resources within or adjacent to the project study area are illustrated in Figure 1.

Introduction

The State Water Infrastructure Authority (SWIA) approved the City of High Point’s application for a Local Assistance for

Stormwater Infrastructure Investments (LASII) grant from the American Rescue Plan Act (ARPA) for a Stormwater Construction Grant. The project proposes to design and install new Green Stormwater Infrastructure (GSI) systems along a 3/4-mile stretch of W. Green Drive that arcs along the southwest side of downtown, near the headwaters of the drainage area into the impaired Richland Creek watershed. Dewberry Engineers Inc. (Dewberry) was contracted to provide an Environmental Information Document (EID) as part of the City’s W. Green Drive Stormwater Infrastructure Improvements project. This memo presents the findings of an initial desktop review of environmental conditions within the project study area.

Methodology

No fieldwork was performed. Per the project scope, a desktop-GIS review of floodplains, wetlands and streams, threatened and endangered (T&E) species, and cultural resources was conducted for the study area on October 3-6, 2023. A

100-foot buffer around the proposed project centerline was used as the project study area (see Figure 1).

FLOODPLAINS

There are no floodplains within the project study area; however, there is a 100-year floodplain in the surrounding area (see Figure 1). That floodplain is the headwater of Richland Creek, which this project will benefit by improving the quality and reducing quantity of stormwater runoff. The ArcGIS floodplain shapefile was found on the City of High Point ArcGIS website.

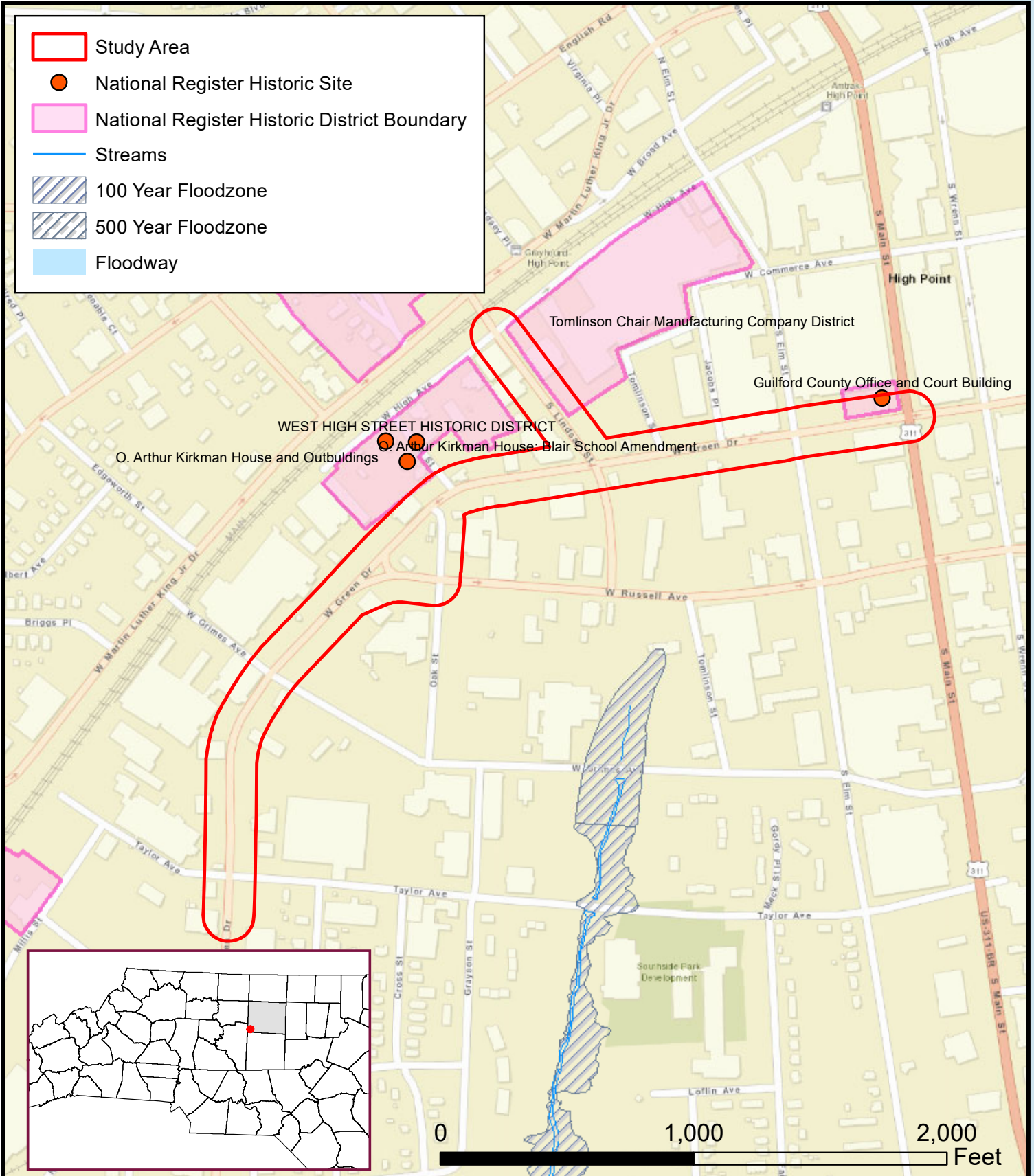
WETLANDS & STREAMS

No National Wetland Inventory (NWI) wetlands were found within or around the study area. No streams were found within the study area; however, one stream was found outside the project boundary in the vicinity as shown on Figure 1. Again, this stream is the headwaters of Richland Creek, which the project will benefit.

Table 2: Historic Architectural Resources

Site Name / Number	Description	Type	Detail	National Register Status
GF2986	West High Street Historic District	District	1879-1922 Residential Area	NR
GF0173	Tomlinson Chair Manufacturing Company	District	1902-1927 Brick Factory Buildings	NR
GF0199	Guilford County Office and Court Building	Individual Building	1937 Art Moderne 2-Story Brick Building	NR
GF0200	O. Arthur Kirkman House – Blair School Amendment	Individual Building within West High Street Historic District	1879 1-Story Frame School Building	NR
GF0179	O. Arthur Kirkman House and Outbuildings	Individual Building within West High Street Historic District	1913 Tudor/Craftsman 2-Story Brick House	NR

NR – National Register

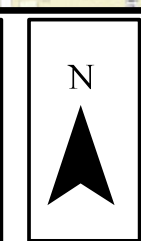


Prepared by
Dewberry

Prepared for
 Alta Planning + Design, Inc

Sources: ESRI Basemap, Project Study Area approximated by Dewberry.

**City of High Point
 W. Green Drive
 Stormwater Improvement Project
 Guilford County, NC**



Date: 10/19/2023
 Drwn/Chkd: GS/DE
 Figure: 1

THREATENED AND ENDANGERED SPECIES

The U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) identifies three federally protected species that may occur within the project study area as of October 6, 2023. These include the Tricolored Bat, Schweinitz's Sunflower, and Small Whorled Pogonia.

As a densely urbanized and formerly industrialized section of the city, there are no critical habitats in the project study area.

CULTURAL RESOURCES

Cultural resources include archeological sites and historic structures or districts.

ARCHEOLOGICAL SITES

Dewberry staff did not conduct a review of archeological sites as this information is not available online.

HISTORIC ARCHITECTURAL RESOURCES

Dewberry reviewed the North Carolina Historic Preservation Office (NCHPO) Online GIS database HPOWEB on October 3, 2023 to identify historic sites and districts located within or adjacent to the study area. Four National Register historic sites were found adjacent to the study area (one district and three individual buildings) and are shown on Figure 1. Additional detail on each resource is provided in Table 2.

SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT

Should federal funds or a permit be required for the project, coordination with the State Historic Preservation Office (SHPO) will be required. It is recommended that the project be designed to avoid any impacts to historic properties within the study area.

Physical Resources

The study area is located in the Piedmont physiographic province of North Carolina. Land use in the study area is urban and consists of paved roadways and buildings entirely within the City of High Point.

Topography

Topography in the study area is generally flat.

Regulatory Considerations

CLEAN WATER ACT / WATERS OF THE U.S.

Water resources in the project study area are located within the Cape Fear River Basin [U.S. Geological Survey (USGS) Hydrologic Unit 03030003]. No streams or wetlands were identified within the study area.

RANDLEMAN LAKE BUFFER RULES

The project is located in the Randleman Lake Buffer Area. The rule applies to activities conducted within a 50 feet wide riparian buffer directly adjacent to surface waters in the Randleman Lake watershed (intermittent and perennial streams, lakes, reservoirs and ponds). The project is not located within the 50-foot riparian buffer of any mapped surface waters. However, as previously stated, the goal of the project is better manage stormwater runoff into the headwaters of the Richland Creek, which are located over 50 feet from the project area.

PROTECTED SPECIES- ENDANGERED SPECIES ACT

Species with the federal classifications of Endangered (E) or Threatened (T) are protected under the Endangered Species Act (ESA) of 1973, as amended (16 U.S.C. 1531 et seq.). The USFWS IPaC identifies three species that are federally protected that may occur within the project study area as of October 2023 (Table 3). There are no critical habitats in the study area.

Mammals

Tricolored Bat

The tricolored bat's range includes the eastern and central United States, southern Canada, Mexico, and Central America. The

Table 3: Endangered, Threatened, or Proposed Species within the Study Area

Scientific Name	Common Name	Federal Status	Habitat Present	Biological Conclusion
<i>Perimyotis subflavus</i>	Tricolored Bat	PE	No	Not Required
<i>Helianthus schweinitzii</i>	Schweinitz's Sunflower	E	No	No Effect
<i>Isotria medeoloides</i>	Small Whorled Pogonia	T	No	No Effect

E-Endangered; PE-Proposed Endangered; T-Threatened.

tricolored bat winters in caves and mines; however, in the southern United States they will roost in culverts during the winter. In spring, summer, and fall the tricolored bats can be found in forested areas where they will roost. The tricolored bat is currently Proposed for listing under the Endangered Species Act with an expected listing date in late 2023.

Habitat in Study Area: A review of the aerial photography indicates there is no habitat in the study area.

BIOLOGICAL CONCLUSION: Not Required
According to the NCNHP there are no known occurrences of the tricolored bat within 1.0 mile of the study area. The tricolored bat is currently only proposed for listing under the endangered species act, therefore a biological conclusion is not currently required.

Flowering Plants

Schweinitz's Sunflower

USFWS Optimal Survey Window: Late August – October

Schweinitz's sunflower is found along roadside rights-of-way, maintained power lines and other utility rights-of-way, edges of thickets and old pastures, clearings and edges of upland oak-pine-hickory woods and Piedmont longleaf pine forests, and other sunny or semi-sunny habitats where disturbances (e.g., mowing, clearing, grazing, blow downs, storms, frequent fire) help create open or partially open areas for sunlight.

Habitat in Study Area: A review of the aerial photography indicates the roadsides are too manicured to provide habitat in the study area.

BIOLOGICAL CONCLUSION: No Effect
According to the NCNHP there are no known occurrences of Schweinitz's Sunflower within the 1.0 mile of the study area.

Small Whorled Pogonia

USFWS Optimal Survey Window: Mid-May - Early July

Small whorled pogonia is a perennial orchid typically found in open, dry deciduous woods and is often associated with white pine and rhododendron.

Habitat in Study Area: A review of the aerial photography indicates the roadsides are too manicured to provide habitat in the study area.

BIOLOGICAL CONCLUSION: No Effect
According to the NCNHP there are no known occurrences of Small whorled Pogonia within the 1.0 mile of the study area.

Bald and Golden Eagle Protection Act

The Bald and Golden Eagle Protection Act (16 U.S.C. 668-668c), enacted in 1940, and amended several times since, prohibits anyone, without a permit issued by the Secretary of the Interior, from "taking" bald or golden eagles, including their parts, nests, or eggs. The Act provides criminal

penalties for persons who "take, possess, sell, purchase, barter, offer to sell, purchase or barter, transport, export or import, at any time or any manner, any bald eagle ... [or any golden eagle], alive or dead, or any part, nest, or egg thereof." The Act defines "take" as "pursue, shoot, shoot at, poison, wound, kill, capture, trap, collect, molest or disturb."

Habitat for the bald eagle primarily consists of mature forests in proximity to large bodies of open water for foraging. Large dominant trees are utilized for nesting sites, typically within 1.0 mile of open water.

There are no water bodies within 1.0 mile of the project study area large enough to be considered a potential feeding source.

According to the NC Natural Heritage Program, there are no documented cases of eagles within the 1.0 mile of the study area.

Sources

City of High Point website: Spatial Delivery! (highpointnc.gov) Site accessed October 3, 2023

National Conference of State Historic Preservation Officers website: <https://ncshpo.org/resources/section-106/> Site accessed October 9, 2023

NC Department of Natural & Cultural Resources website: <https://nc.maps.arcgis.com/apps/webappviewer/index>.

Submittal Checklist for Engineering Reports/Environmental Information Documents

(Last updated: December 2022)

This checklist must accompany the initial submittal of all Engineering Reports/Environmental Information Documents. If your submittal does not contain this checklist, the Project Manager will not start review until it is received.

A. Submittal (Project Engineer may request a hard copy if needed for ease of review)

Mode of submission: Email DWI Project Engineer Upload to the link provided by the DWI Project Engineer

B. Contact Information

Owner/ Recipient: City of High Point, North Carolina

Is the contact person (Elected Official or Authorized Representative) different from the application? Yes No

First Name	Last Name	Suffix	Position	<input type="checkbox"/> Elected Official <input type="checkbox"/> Authorized Representative		
Mailing Address 1		Mailing Address 2		City	State	Zip Code
E-Mail Address		Phone Number		Extension (if applicable)		

Consultant Information

Is the contact person different from the application? Yes No

Firm Name	First Name	Last Name	Suffix	
Alta Planning + Design, Inc.	Spencer	Finch	PE	
Mailing Address 1	Mailing Address 2	City	State	Zip Code
111 E. Chapel Hill Street, Ste. 200		Durham	NC	27701
E-Mail Address		Phone Number	Extension (if applicable)	
spencerfinch@AltaGO.com		984.226.0500		

Environmental Information Document Contact Information (SRF and CDBG funded projects only)

Did a separate firm prepare the Environmental Information Document? Yes No

If Yes, complete the information below. If No, then continue to Part C (Project Information).

Firm Name	First Name	Last Name	Suffix	
Dewberry	Elizabeth	Smyre	PE	
Mailing Address 1	Mailing Address 2	City	State	Zip Code
2610 Wycliff Road, Suite 410		Raleigh	NC	27607
E-Mail Address		Phone Number	Extension (if applicable)	
esmyre@dewberry.com		919.424.3771		

C. Project Information

Project Name: W Green Drive Proposed Green Stormwater Infrastructure

DWI Project No.(s):

PWSID No. (for Drinking Water projects): N/A

Project Type

Check all that apply in terms of project type.

- Drinking Water
 Wastewater
 Stormwater

D. Environmental Information (for SRF and CDBG funded projects only)

Check the box for the appropriate final information document required for the project and based upon the activities listed in Appendix A of the guidance or any discussion with Division staff. Note: Under the CDBG-I program, the Responsible Entity will be in charge of the environmental review process. The Consultant should check which environmental document the Responsible Entity is preparing.

Final Environmental Document

- | | |
|---|---|
| <input type="checkbox"/> Certificate of Exemption (CDBG-I only) | <input type="checkbox"/> Categorical Exclusion Not Subject to §58.5 (CDBG-I only) |
| <input type="checkbox"/> Categorical Exclusion Subject to §58.5 (CDBG-I only) | <input type="checkbox"/> Finding of No Significant Impact |
| <input type="checkbox"/> Categorical Exclusion (SRF only) | <input type="checkbox"/> Record of Decision |

Check the box(es) for the river basin(s) where the project is found. This information is used for programmatic reporting purposes.

- | | |
|---|--------------------------------------|
| <input type="checkbox"/> Broad | <input type="checkbox"/> New |
| <input checked="" type="checkbox"/> Cape Fear | <input type="checkbox"/> Pasquotank |
| <input type="checkbox"/> Catawba | <input type="checkbox"/> Roanoke |
| <input type="checkbox"/> Chowan | <input type="checkbox"/> Savannah |
| <input type="checkbox"/> French Broad | <input type="checkbox"/> Tar-Pamlico |
| <input type="checkbox"/> Hiwassee | <input type="checkbox"/> Watauga |
| <input type="checkbox"/> Little Tennessee | <input type="checkbox"/> White Oak |
| <input type="checkbox"/> Lumber | <input type="checkbox"/> Yadkin |
| <input type="checkbox"/> Neuse | |

E. Funding Information

Estimated Project Cost:

Funding Source(s): State Project Reserve/ARPA

Funding Secured (amount should equal total of the funding sources listed below):

Check the box(es) for each secured source of funding, including those outside of the Division. Place the amount(s) in the appropriate column.

<input type="checkbox"/> Total amount financed by DWI	\$	<input type="checkbox"/> North Carolina Rural Center	\$
	\$	<input type="checkbox"/> USDA Grant/Loan	\$
	\$	<input type="checkbox"/> Bonds	\$
	\$	<input type="checkbox"/> Local Funds	\$
	\$	<input type="checkbox"/> Bank Loans	\$
	\$	<input type="checkbox"/> Other, Specify:	\$
	\$		

Plan of action if secured funding is less than the project cost:

F. Signature

This submittal checklist has been completed and is, to the best of my knowledge, accurate.

Signature:

Date:

Public Outreach Summary

The Southwest Renewal Foundation of High Point (SWRF), a grass roots, community development 501 C3 nonprofit, has worked in inner-city southwest High Point since 2011 and has partnered for a number of years with PTRC, the City of High Point, and Guilford County to fund various planning processes and projects related to improvements of water quality for Richland Creek, community engagement, and urban greenway development in southwest High Point (QCT 143).

In 2015, SWRF was awarded a \$69,500 NC Clean Water Management Trust Fund grant (now known as NC Land and Water Fund), with \$90,300 in-kind support, partnering with the PTRC and the City of High Point to develop a plan to better identify opportunities for green infrastructure in this disadvantaged, inner-city, water-sensitive district. This report, *Southwest High Point Green Infrastructure Plan (2019)*, focused on the low-income, marginalized community and neighborhoods in the Southwest census block. This plan coincided with the proposed urban 4-mile Southwest High Point Greenway that, when built, would further buffer Richland Creek to help improve water quality.

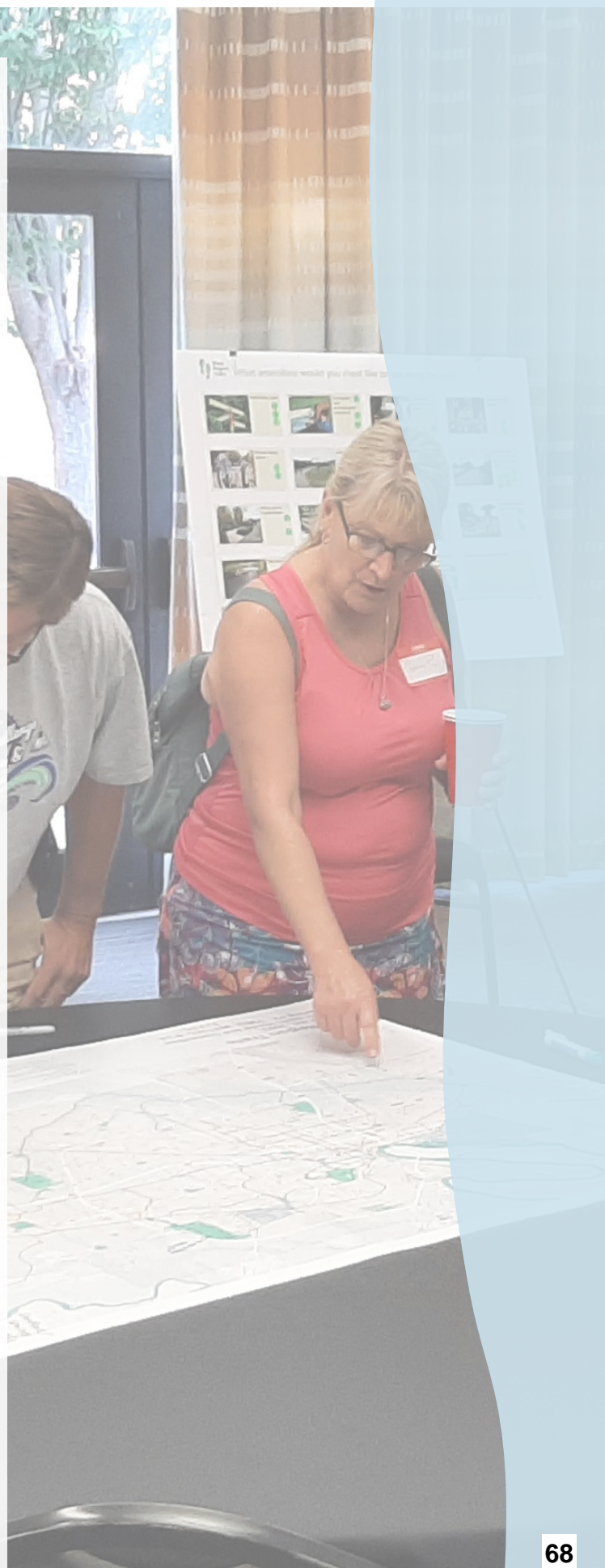
Local stakeholder input came from eight community engagement events and stakeholder meetings; a combination of fieldwork and a GIS mapping inventory of existing conditions, and identification of the best opportunities to implement green infrastructure. Many of these identified projects, including the potential for USEPA “green street” development for stormwater management, were located in this W Green Drive corridor. In 2020, the NCLW Fund awarded the SWRF a second \$398,087 grant for land acquisitions along Richland Creek and the future riparian urban greenway to create buffers to help clean the water in the creek. NCLW also created a short 3-minute video to highlight this public outreach work (see www.highpointssouthwest.org). In addition, SWRF sponsored public presentations by the PTRC water resources manager, the last one in 2022.



In 2019, PTRC was awarded 205j NC Division of Environmental Quality 205j Clean Water Act pass-through funding to develop a watershed action plan for the Richland Creek in High Point, Guilford County. The majority of the watershed lies within the southwest census tract. An interactive story map was created housing water quality data, general watershed information, identified project needs and associated benefits and costs, opportunities for community education and engagement, as well as riparian corridor health. The map can be accessed here: [Richland Creek Watershed Action Plan Story Map](#). A corresponding written document was created, *2021 Richland Creek Companion Guide*, which gives an overview of the topics listed on the story map. The final *2021 Richland Creek Watershed Action Plan*, an approved USEPA 9-element watershed plan, was developed in consultation with local stakeholders to guide the water quality improvements and restoration efforts. The purpose of the plan is to describe methods that address the bacterial contamination for Richland Creek whereby the Total Maximum Daily Load is aiming for 82% reduction.

Four stakeholder and several public engagement sessions were held that included representatives from SWRF, the City of High Point departments (parks and recreation, public services, public works, Keep High Point Beautiful, stormwater), Guilford County stormwater, the Soil and Water Conservation District, Piedmont Triad Regional Water Authority, NCDEQ Division of Water Resources, NC Wildlife Resources Commission and citizen engagement at various public events.

Since the culmination of the reports, PTRC has partnered with SWRF on several other projects and proposals seeking funding that can be used to implement the proposed green infrastructure and watershed restoration projects that will improve the water quality, reduce non-point source pollution, increase and enhance education and engagement events, especially in having opportunities to work with students and community members, and to increase opportunities to work with the City of High Point and area businesses. This project is a culmination of these efforts, the first step to actually implement green stormwater management infrastructure in the neighborhood.





REQUEST FOR QUALIFICATIONS #29-022924

Design Services for W. Green Drive Stormwater Infrastructure

City of High Point

FEBRUARY 29, 2024

PREPARED BY ALTA PLANNING + DESIGN, INC.
IN ASSOCIATION WITH
DEWBERRY ENGINEERS, INC.
DRMP, INC.
TELICS
TERRACON

alta



Candy Harmon, Purchasing Manager

City of High Point
candy.harmon@highpointnc.gov

FEBRUARY 29, 2024

RE: Request For Qualifications Design Services for W. Green Drive Stormwater Infrastructure Systems

Dear Ms. Harmon and Members of the Selection Committee,

We share the City of High Point’s (the City’s) enthusiasm with the opportunities that the NCDEQ LASII grant brings to the City, and understand the challenges yet to come that will need to be addressed to remake W. Green Drive and make the project a success. We are proud of our prior collaboration with you to secure this grant (and the USDOT RAISE grant prior to it), as well as preparing the Engineering Report/Environmental Information Document, and have assembled a team and a strategy that will help move the project forward to implementation and to a vision of a safer, more connected, and greener southwest High Point.

The Alta Planning + Design, Inc. (Alta) team’s local knowledge, relationships, and expertise will deliver a successful outcome, navigating the grant requirements, and balancing stakeholder and community feedback. Our engineering team worked to gauge the feasibility of green infrastructure and develop the conceptual design for the grant application, which led to this project. Our team has developed many projects of comparable scale and character, including the High Point on the Rise design funded by the RAISE grant, the Raleigh, NC Gorman St connector, the Holly Springs, NC Utley Creek Greenway; and award-winning complete-street/GSI projects such as Bartram’s Mile and Parkside Edge in Philadelphia, PA, among many others.

With our W. Green Drive ER-EID partners **Dewberry**, we have invited **DRMP, TELICS, and Terracon** to join the team, bringing their extensive experience in SUE and utilities, Right of Way, and geotechnical engineering. Through our thoughtful teaming and approach, I hope you will see our team’s commitment toward ensuring this critically important project is a success for the City.

Alta’s **Spencer Finch, PE, LEED AP**, will serve as Principal-in-Charge for the project, having led the prior phases of the project, as well as bringing extensive experience in combining transportation and green stormwater infrastructure (GSI) projects. **Tom Natwick, PE** will serve as Project Manager, bringing his leadership and expertise from years of roadway and greenway engineering. Dewberry’s **Andrea Hayden, PE, LEED-AP** will collaborate with Alta on the stormwater design and **Beth Smyre, PE** will continue to lead the environmental permitting steps. DRMP’s Roadway Group Leader, **Lucas Helms, PE**, and his team will provide supplemental survey, SUE, utility relocation, traffic, and additional roadway design capacity to the team.

The Alta team is excited and prepared to deliver the design services based on the ER-EID that has laid the groundwork to design and rebuild Green Street. We cannot wait to see the project progress through design to completion and a successful ribbon cutting. This is a priority project for our team, and we have the capacity to begin work with you immediately.

Please contact Project Manager Tom Natwick, PE at tomnatwick@altago.com or myself at (984) 226-0500 or spencerfinch@altago.com if you have any questions or comments regarding this proposal. In summation, this cover letter addresses the requirements of the Request for Qualifications and explains why the Alta team is the right choice to support the City of High Point.

Sincerely,

Spencer Finch, Principal-in-Charge
Alta Planning + Design

Matt Hayes, Vice President | Authorized to bind the firm
Alta Planning + Design

Table of Contents

Cover Letter.....	i
Table of Contents	ii
Information	
a) Executive Summary	01
b) Statement of Qualifications	02
<i>Project Understanding and Project Scope</i>	06
c) Project Team & Project Management	13
d) Project Schedule	19
e) Terms and Conditions of the Contract.....	20
f) References	20
Appendix: Forms	

a)

Executive Summary

Executive Summary

Alta has assembled a team that builds on fruitful prior efforts that identified the current issues on the corridor and secured the NCEDQ LASII funds for the project. To achieve the vision of a safer, more connected, and greener W. Green Drive, we developed a strategy for project design that includes:

- Building on the results of the feasibility analysis and maximizing green stormwater infrastructure (GSI) system benefits
- Serving as an extension of City of High Point staff, and closely coordinating on City priorities
- Coordinating with adjacent projects such as the Jacobs Place sewer project and RAISE-funded Heritage Greenway designs effort (which is being also completed by Alta); and with stakeholders
- Using a flexible and thorough Scope of Work that combines transportation and GSI elements seamlessly; and that will meet the LASII grant's project delivery deadline
- Selecting a team with deep and through experience in this type of project:
 - » Alta's Spencer Finch, PE, LEED-AP as Principal-in-Charge and Tom Natwick, PE as Project Manager, continuing their roles in prior phases of the project, and leading overall project management, GSI refinement, roadway design, and final plan assembly.
 - » Dewberry's Andrea Hayden, PE, LEED-AP and Beth Smyre, PE, continuing the firm's support for High Point water and sewer projects, and leading the stormwater design/permitting and environmental clearances, respectively.
 - » To round out the team, DRMP provides supplemental survey, SUE, utilities, traffic, and additional design capacity; Terracon provides geotechnical services; and Telics provides right-of-way coordination.
- Making sure we communicate well and often; and we successfully use our expertise and QAQC system to deliver a successful, innovative project to the City of High Point.

We invite you to learn more about our Project Approach and Scope in the following pages.

Firm Profiles

Alta is a sustainable transportation and engineering consulting firm dedicated to creating active, healthy communities through planning, landscape architecture, engineering, and education/encouragement programs.

The Alta team takes a people-first approach to help communities and agencies meet their placemaking and climate change mitigation goals. Active transportation and streetscape redesigns open up many opportunities for sustainable design approaches that maximize the potential for stormwater capture, reduce impacts to watersheds and sewersheds, and have other benefits, such as creative placemaking and reducing urban heat island effects. Our designers, planners, and engineers actively consider ways to incorporate strategies for sustainability and resiliency into all our project work.

Dewberry is a leading, market-facing firm with a proven history of providing professional services to a wide variety of public and private sector clients. Dewberry's diverse capabilities include site/civil design, environmental planning and permitting, water/ wastewater engineering, transportation planning and engineering, utility coordination, GIS, surveying, subsurface utility engineering, planning, and SCADA. Dewberry's over 270-person staff in North Carolina works collaboratively with clients including municipalities, government agencies, the military community, educational institutions, developers, and corporations.

DRMP provides a full range of transportation and survey services. The proposed team has experience with NCDOT and other state DOTs and includes staff in our Raleigh, Charlotte, and Cary offices. The DRMP team has worked on projects from minor bridge replacements to controversial new-location roadways and is ready to deliver this project.

Terracon's geotechnical engineers have an excellent understanding of the challenging properties of the soils as a result of 30 years of experience working in North Carolina. They analyze the information, develop site preparation options, foundations, and pavements, and consult with the client to create excellent designs faster than ever. They own five drill rigs in North Carolina supplemented by additional rigs in nearby states, which means they control the schedule instead of waiting on a sub-contracted driller.

TELICS Right of Way Division is a team of qualified personnel who are dedicated exclusively to Right of Way projects. TELICS has extensive experience with Right of Way project management and acquisitions for various projects that include transportation, bridges, airports, sidewalks, greenways, water and sewer, gas pipelines, cross-country fiber routes, carrier sites, developments, and strip easements.

b)

Statement of Qualifications

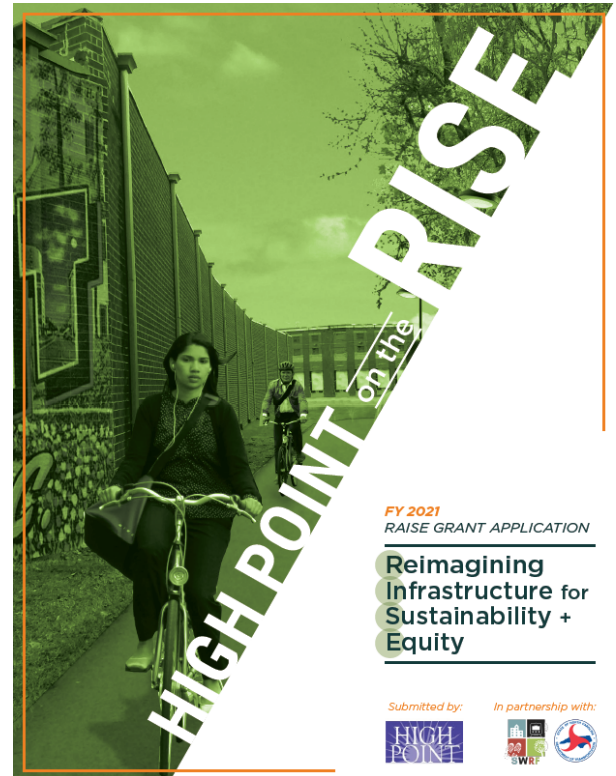


Alta led the development of the successful 2021 USDOT RAISE grant application for the adjacent Elm Street and Heritage Greenway project in High Point, as is currently working in moving it along to the 30% Design stage. The urban multimodal greenway and streetscape project will connect lower-income communities of color in southwest High Point to the City's mass transit facilities and other essential services.

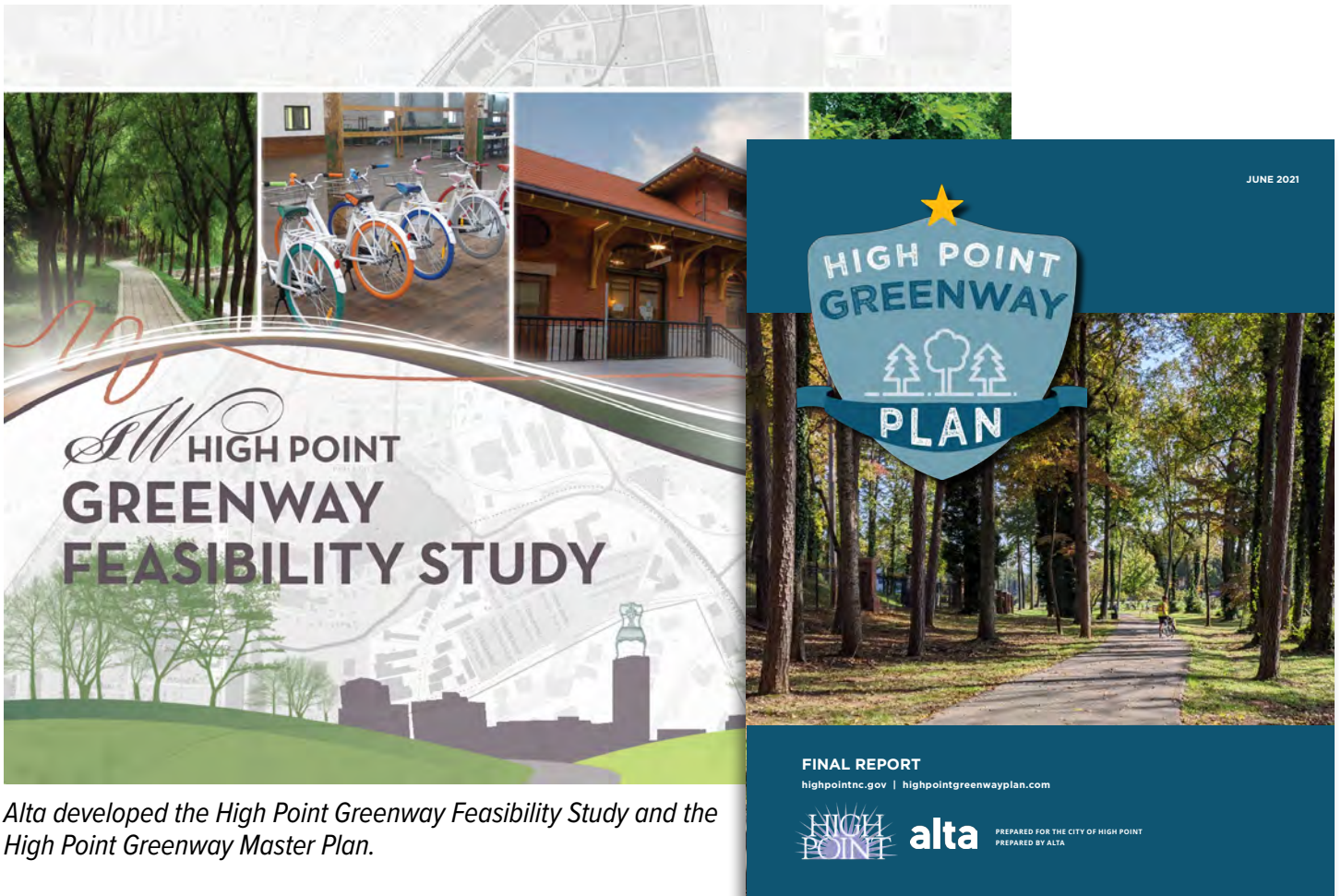
Alta and the City of High Point

Alta and the City of High Point have been partners on a variety of projects for the last seven years, from traffic engineering to greenway planning. The Alta team is familiar with the City's goals and values, and looks forward to future partnership opportunities with the City. Some of Alta's past projects with the City of High Point include:

- W. Green Drive Engineering Report/Environmental Information Document (with Dewberry), as well as the neighborhood-wide GSI analysis and conceptual designs, and the LASII grant application that is funding this project
- Elm Street and Heritage Greenway Design
- High Point MPO Regional Bike Plan
- High Point Greenway Feasibility Study and Master Plan
- High Point on the RISE RAISE Grant Application
- High Point FEMA-BRIC Grant Application
- High Point Pedestrian Plan



Alta worked closely with the City to submit a RAISE grant application for the High Point RISE project, which secured \$19.8 million for the Elm Street and Heritage Greenway project.



Alta developed the High Point Greenway Feasibility Study and the High Point Greenway Master Plan.

Alta Experience With DBE/HUB Firms

Alta has utilized DBE/HUB firms on many of our past projects, and are committed to advancing the City's goals in regards to employing DBE/HUB firms. Below is just a small selection of work Alta has performed in North Carolina with the help of DBE/Hub partners and the percentage of DBE/HUB participation for each project:

HIGH POINT PROJECTS

- High Point Greenway Master Plan, NC: Public Participation Partners, 11%
- High Point MPO Regional Bike Plan, NC: Wallace Consulting and Training, 4%

NORTH CAROLINA PROJECTS

- Utle Creek Greenway, Holly Springs, NC: Three Oaks Engineering, 18%
- Rutherford Safe Routes to Trails, NC: Three Oaks Engineering, 13%
- Yadkin Valley Regional Bike Plan, NC: Wallace Consulting and Training, 5%
- Durham Trails Implementation Plan, NC: Three Oaks Engineering, 3%



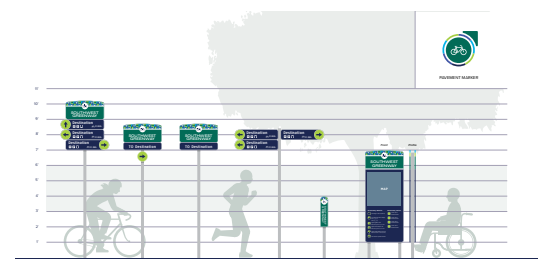
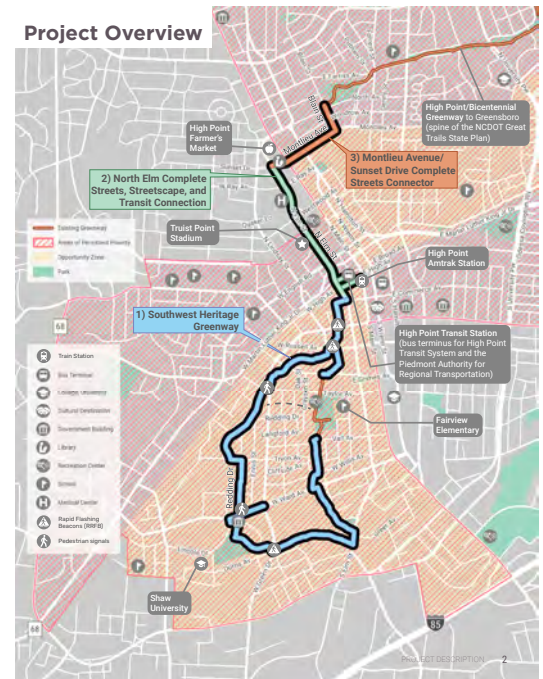
We are committed to supporting High Point's DBE/HUB goals, and would be glad to engage with the City to adjust our scope and approach, should you so desire.

Additional Relevant Experience

Elm Street and Heritage Greenway Design

HIGH POINT, NC | 2020-ONGOING

Alta worked for years with the City of High Point, completing the High Point Pedestrian Plan, the High Point Greenway Plan, and the High Point Regional Bicycle Plan. These efforts culminated in 2021, when Alta led the USDOT RAISE grant application that secured \$19.8 million for the design and construction of the Elm Street Complete Street and Heritage Greenway project. We are currently engaged in the 30% Design Plan phase of the project, which will prepare 30% design plans for two alternative greenway alignments (dependent on railroad acquisition) and for the makeover of Elm Street into a safer, greener, more inviting corridor for pedestrians and bicyclists, connecting downtown High Point to the Amtrak Station and the Truist Stadium, among other destinations.



<p>CLIENT City of High Point</p> <p>REFERENCE Andrew Edmonds Transportation Planning Administrator (336) 883-3235 andrew.edmonds@highpointnc.gov</p>	<p>TEAM MEMBERS INVOLVED Spencer Finch, PE, LEED AP Principal-in-Charge Mike Repsch, PE QAQC Doug Moore, PE Engineer</p> 
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High Point Grant Management and Support Services

HIGH POINT, NC | 2021-2023

Alta has been assisting the City of High Point for several years in its planning efforts (including the High Point Pedestrian Plan, High Point Greenway Plan, and High Point Regional Bicycle Plan) and in the strategic selection, pursuit, and successful securing of federal grants. Alta led the development of the successful 2021 USDOT RAISE grant application (“High Point on the Rise”). Funded through NCDOT, Alta led the full team of City staff, City management, and NCDOT through the process, designed the application, developed the content, assisted the City with cost estimates, and performed a benefit-cost analysis. Alta also led the preliminary analysis development of the concepts for green stormwater infrastructure on W. Green Drive, and developed the NCDEQ LASII grant application, the City’s first application towards this project. The project will complement High Point on the Rise, helping transform the main arterial in southwest High Point into a green stormwater management network asset, cleaning up the headwaters of Richland Creek, and helping revitalize the neighborhood into a green business incubator.

CLIENT

NCDOT, City of High Point, Piedmont Triad Regional Council, Southwest Renewal Foundation

REFERENCE

Ryan Brumfield Director | NCDOT Integrated Mobility Division (919) 707-2601
rmbumfield@ncdot.gov

TEAM MEMBERS INVOLVED

Spencer Finch, PE, LEED AP | Project Manager
Tom Natwick, PE | Project Engineer
Richard Virgo, PE, RSP | GIS Services

Utley Creek Greenway Phase 2

HOLLY SPRINGS, NC | 2020-2021

Alta led the design of the second phase of the Utley Creek Greenway in Holly Springs. The greenway will connect the Holly Glen neighborhood to the first phase of the greenway. The project consisted of preparing the greenway design plans, survey, geotechnical borings, drainage design, structural design for six boardwalk stream crossings, and permitting for approximately one mile of a 10-foot-wide asphalt trail.

CLIENT

Town of Holly Springs

REFERENCE

Matt Beard, AICP | Park Planner | Town of Holly Springs | (919) 567-4018
matt.beard@hollyspringsnc.us

TEAM MEMBERS INVOLVED

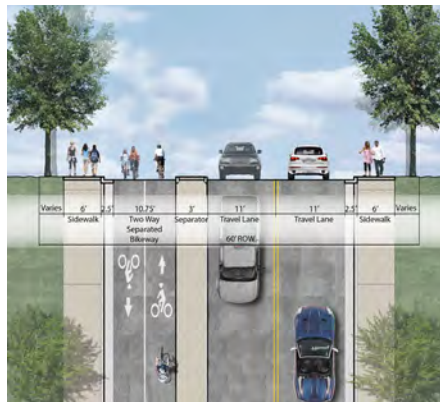
Spencer Finch, PE, LEED AP | Principal-in-Charge
Mike Repsch, PE | Project Manager

Gorman Street Separated Bike Lanes

RALEIGH, NC | 2016-2021

Alta designed the Gorman Street Separated Bike Lanes, the first separated bikeway in the Triangle and one of the first in the state. The project created a 0.3-mile-long, on-street bikeway connection between North Carolina State University and Meredith College. The separated bike lanes close a major gap in the Raleigh greenway and bikeway network. Once complete, this project will provide a high-level bicycle connection which will ultimately allow downtown residents access to Umstead State Park, the Neuse River Greenway, and the American Tobacco Trail through a network of on-road and off-road bicycle facilities.

The final layout of the project included a concrete median-separated, separated bikeway, associated signal work, drainage improvements, traffic control, sidewalk reconstruction, and pavement marking. The ribbon-cutting was in January 2022.



CLIENT

City of Raleigh

REFERENCE

Chad Cantrell
City of Raleigh
(919) 996-4173
chad.cantrell@raleighnc.gov

TEAM MEMBERS INVOLVED

Mike Repsch, PE | Project Manager

Confidential Lab Improvements and Parking Deck

DURHAM, NC | 2022

As a sub-consultant to Integrated Design, **Dewberry** provided landscape architecture, stormwater drainage, green stormwater infrastructure, site/civil, and electrical engineering services to renovate a campus in Durham County. The 101-acre campus was previously occupied by a pharmaceutical company featuring state-of-the-art office and laboratory spaces that will be available for individual lease. Through thoughtful consideration of pedestrian connections, courtyard design, and entry plaza and park spaces, Dewberry strives to create spaces that connect the campus and provide employees with natural spaces to recharge. The drainage design and stormwater management utilized features that were enhanced by landscaping, like bioretention and Filterra structures for water quality. By modernizing the areas throughout the original campus, the intent is to attract new organizations to the County and appeal to the talent they seek to recruit from nearby universities.

CLIENT

Integrated Design (Prime)

REFERENCE

David Kirk, AIA, DBIA, LEED AP, RID

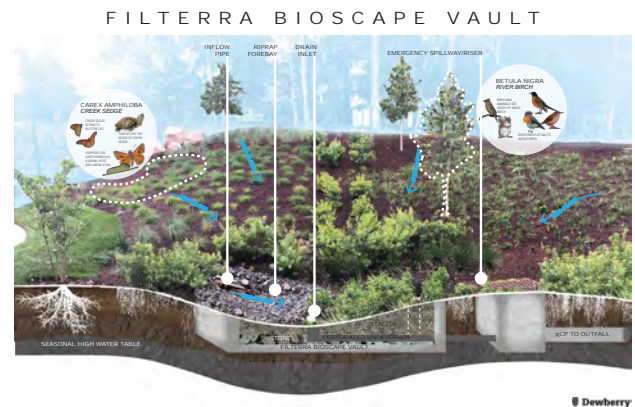
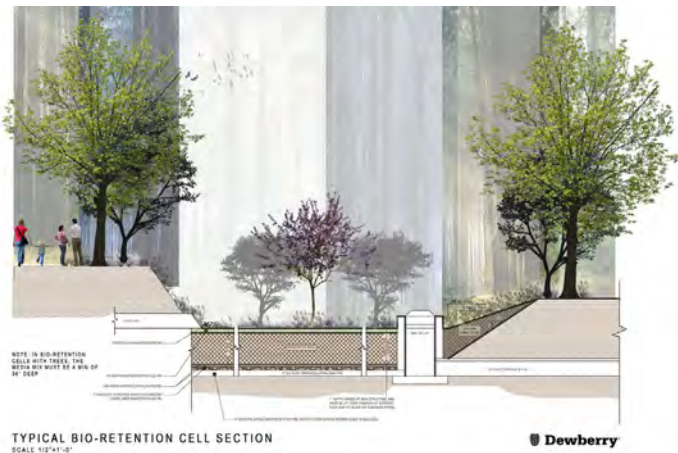
Project Manager

(919) 832-6658

dbk10000@id-aep.com

TEAM MEMBERS INVOLVED

David Ross, PE | Funding Administration Support



Chapel Hill Transit Bus Stop Improvements

CHAPEL HILL, NC | 2023-ONGOING

DRMP was selected by the Town of Chapel Hill to provide passenger amenity improvements for over 100 existing bus stops throughout the Town, including several sites on the University of North Carolina at Chapel Hill campus. Amenities include updating sites to new standards and assessing each site for ADA compliance. Site improvements include new bus shelter pads, sidewalks, handicap ramps, bus shelters, benches, trash receptacles, and signage. Responsibilities include surveying, site research, engineering, design, NCDOT encroachment agreements, easement plats (as required), contract documents, advertising and bidding, and construction administration. Over half the sites have been constructed as of the end of 2023. The remaining sites are still in the design phase or ROW acquisition phase.



CLIENT

Town of Chapel Hill

REFERENCE

Katy Fontaine

(919) 969-4957

kfontaine@

townofchapelhill.org

TEAM MEMBERS INVOLVED

Lucas Helms, PE | Project Manager

Steven Bailey, PLS | SUE



Project Understanding

The North Carolina Department of Environmental Quality's (NC DEQ's) Division of Water Infrastructure recently created the Local Assistance for Stormwater Infrastructure Investments fund (LASII), administering approximately \$100.5 million for stormwater projects in the state, allocated from the federal American Rescue Plan Act (ARPA) State Fiscal Recovery Fund. In September 2022, the City of High Point, the Southwest Renewal Foundation of High Point (SWRF-HP), and the Piedmont Triad Regional Council (PTRC) collaborated with Alta to prepare a grant application to the LASII program to help secure stormwater improvement funds for a ¾-mile section of West Green Drive in High Point, NC. The grant was awarded in April 2023. In 2023, Alta helped the City along the NCDEQ's Environmental Review/ Environmental impact Documentation (ER/EID) process, to tee the project up to enter the design and engineering process. We have now built on our existing team to address this next phase of the project.

PROJECT LOCATION

W. Green Drive is a major arterial on the west side of downtown High Point, which is a focus for City and SRF redevelopment efforts. This arterial connects the active downtown with areas of industrial and commercial vacancy that are undergoing redevelopment and efforts to address the area's issues of flooding and outdated infrastructure.



A man and a child ride bicycles through heavy traffic and unmarked facilities near the project location in High Point.

PROJECT NEED AND BENEFITS

Improving the W. Green Drive corridor will help transform the main arterial in southwest High Point into a green stormwater management network asset, cleaning up the headwaters of Richland Creek, and helping revitalize the neighborhood into a green business incubator. The project will reduce stormwater and pollutant loads into aging sewer and help mitigate flooding in this part of the City. Ultimately, the project will help create a modern, inner-city green manufacturing/business park in southwest High Point where people can live, work and play (a strategy and City priority first recommended by the 2007 High Point Core City Master Plan that was adopted by City Council).

Making W. Green Drive a green street will also result in a long list of side-benefits:

- Improve water quality on Richland Creek (a source of drinking water for thousands in High Point and beyond)
- Improve the public realm + quality of life
- Foster economic development
- Reduce the urban heat island effect
- Attract business to create jobs
- Promote public health by encouraging walking and bicycling
- Enhance the context of the SW Heritage Greenway; and leverage the \$19.8M USDOT RAISE grant secured by the City
- Expand equity in a disadvantaged Qualified Census Tract (QCT 143)



PROJECT TECHNICAL STRATEGY

Green Stormwater Infrastructure (GSI) consists of a toolbox of practices and techniques that replace traditional “grey infrastructure” such as improperly sized stormwater inlets and oversized underground stormwater sewers that might not address changing levels of stormwater impacts and provide no tangible benefit to the livability of the streets and neighborhoods above. GSI instead utilizes rain gardens, bioswales, tree protection, and permeable pavement (among other greener strategies) that reproduce a more natural drainage pattern and keep stormwater onsite instead of letting it be rapidly conveyed away (which used to be a goal of old-school grey stormwater systems) and possibly overwhelm other stormwater systems and communities further downstream. GSI practices protect groundwater supplies and stream health, create greener, more livable streets and neighborhoods, and can cost much less over time than managing stormwater with large detention basins and large underground pipes.

Prior to the grant application, Alta completed a feasibility analysis for the use of GSI along W. Green Street. The analysis included a preliminary engineering review to evaluate the feasibility of installing GSI stormwater control measures (SCMs) on the street, to identify potential locations and types of SCM to be used, and thus collect sufficient data to perform a preliminary cost estimate for the project. In evaluating the potential locations and types of GSI SCMs, the focus was on maximizing drainage area capture and greening benefits for the corridor, by using strategies such as:

- Locating GSI where maximum volume capture can occur
- Focusing on areas historically impacted by flooding
- Locating GSI at the top of drainage sheds, so that runoff does not accumulate closer to streams
- Consolidating the number of GSI SM systems where possible
- Evaluating opportunities for trees and other vegetation
- Considering multiple system location and SCM type alternatives

The study also considered the potential ways that the proposed SCM layouts could benefit other current city projects, including the Jacobs Place project, the High Point Heritage Greenway project, and other related initiatives.

PROJECT APPROACH

Alta shares High Point’s enthusiasm and commitment to remaking West Green Drive. We have assembled a team that builds on fruitful prior efforts that identified the current issues on the corridor and secured the funds for moving the project forward. We have now developed a strategy to help move the project to implementation and to achieving the vision of a safer, more connected, greener street.

Alta’s team is led by **Spencer Finch, PE, LEED-AP**, serving as Principal-in-Charge for this next phase, and Project Manager **Tom Natwick, PE**, who together led the prior stages of the project. On this phase, they will lead the overall project management tasks, project team management, stormwater concept refinements, stakeholder and public outreach, roadway design plans, and final assembly and submission of plans to regulatory agencies. They will be supported by the Alta design team and two key teaming partners.

Dewberry will continue its more recent involvement with the project, by developing the stormwater plansheets for the project and completing additional environmental screenings and documentations that might be required – specifically to meet NCDOT and NCDEQ requirements. Their team will be led by **Andrea Hayden, PE, LEED-AP** on the design tasks and **Beth Smyre, PE** (who assisted in the ER/EID) on the environmental tasks.

A second partner, DRMP¹, will assist the team by performing supplemental surveys, leading the SUE and utility coordination, and providing additional roadway design services when needed. The DRMP team will be led by Project Manager **Lucas Helms, PE**, with SUE/Utility tasks covered by **Steven Bailey, PLS** and surveys by the DRMP survey team, and traffic engineering by **Andrew Eagle, PE, PTOE**.

Two other partners complete the team: Terracon will be responsible for the geotechnical investigations and infiltration testing required for the project; and TELICS will be responsible for right-of-way, easements, appraisals, and acquisitions that might be required.

¹Alta and DRMP are sister firms, part of the Trilon Group family of engineering firms, and collaborate on projects often.

Project Scope

Alta will work collaboratively with the City and stakeholders to develop comprehensive, holistic transportation and stormwater solutions that are feasible, cost-effective, consensus-driven, and meet the project objectives.

Below is the scope we prepared to guide the design process:

TASK 1 – PROJECT MANAGEMENT (ALTA)

Project management can be simple and effective. It starts with clearly understanding **the City’s goals** for the project – because of our recent collaboration in the project, we are in tune and will continue to communicate frequently with you to remain in sync with the City’s goals.

A second factor is the **ability to manage large teams**, including multiple teaming partners. Alta has led and been part of countless such projects. We are relatively small, but nimble. We have both an IT infrastructure to rival larger firms and the processes in place to manage these teams. We use Deltek software to keep track of and balance workload, our project managers do 2-week and 2-month look-aheads to reserve staff time for upcoming tasks, and we then use dedicated project accountants and legal support staff to expedite contractual and accounting tasks. We have a long track record of both supporting and leading larger firms towards successful projects. In all our work, we focus on engaging with teaming partners and stakeholder to collaborate and reach a successful outcome – some of these our successes are listed in the Project Experience section of this document.

Finally, **we communicate**. We are known for the creativity in our public and stakeholder engagement efforts; but we also enjoy and make it a rule to communicate often with you. Our Project Manager Tom Natwick and PIC Spencer Finch will be in at least a weekly communication basis with you throughout the project; and we proactively manage issues, change, and project risks. When issues arise, we will bring them to you promptly, and will discuss the obstacles and potential solutions.

Deliverables: *Kick-Off Meeting, Kick-Off meeting Minutes, Weekly touch-bases, Monthly project invoicing with project reports*

TASK 2 – STAKEHOLDER AND PUBLIC OUTREACH (ALTA)

We understand that existing stakeholders such as the Southwest Renewal Foundation (SWRF) and the Piedmont Triad regional Council (PTRC), as well as other stakeholders, will want to remain involved in the concept refinement and final design processes. The City might also desire one or two public outreach sessions. The Alta team has extensive experience in performing varying levels of stakeholder and public involvement, ranging with closed-door agency sessions to standard public meetings, from design charrettes open to the public and to public pop-up or online events. Accordingly, we are including an allowance for a total of four meetings in our scope. We will prepare materials, attend, and present at these meetings; leaving the logistics of any on-site meetings as the City’s responsibility.

Deliverables: *Prepare presentation materials, attend and present at up to four meetings (virtual or in person), prepare meeting minutes.*



Members of the public meet to discuss the project in High Point.

TASK 3 – GRANT MANAGEMENT SUPPORT (ALTA AND DEWBERRY)

Alta and Dewberry both have long experience in supporting clients with grant applications and post-grant award reporting. Alta’s Spencer Finch has helped secure over \$100 million in federal grants for clients in the past 3 years, and was also formerly a program manager for a \$23 million federal USDOT TIGER grant. Dewberry’s David Ross has worked with communities in North Carolina and Virginia to secure state and federal funding for water and sewer systems, and helped manage reporting and contractor compliance during the construction phase. The Alta team can provide additional support to the City in managing LASII funds, and seeking additional funding if it becomes necessary.

Deliverable: Technical assistance.

DESIGN INITIATION

After the initial Kick-Off Meeting, the Alta team will start the design process with some pre-design activities, which include the start of the SUE and utility coordination process. These are described below:

TASK 4 – DATA COLLECTION (ALTA TEAM)

Existing data and additional data will be collected to serve future tasks. No field data collection is included in this scope.



TASK 5 – SUPPLEMENTAL SURVEY (DRMP)

Some survey files are already available to the design team from areas surveyed for the ongoing RAISE-funded Heritage Greenway project, and thus a completely new survey will not be required. However, significant amounts of supplemental survey might still be required, to address streets adjoining W Green Drive that drain to the street or which are proposed to carry SCMs; to address potential acquisition parcels for larger basins; or to provide additional detail where needed.

TASK 6 – UTILITY COORDINATION AND POTHOLING (ALTA AND DRMP)

The Alta team will work with the City to develop a strategic and cost-effective approach to Subsurface Utility Engineering (SUE) investigations and potholing as part of the supplemental survey, aiming to meet a Quality Level A as needed in critical locations or for specific utility lines. If the design team is not able to eliminate impacts to existing utilities, the team will lead utility coordination and prepare utility relocation plans, specifications, and utility cost estimates. To allow for lead time, coordination and proper space proofing, utility relocation plans will be shown beginning with the 30% submittal.

TASK 7 – RIGHT OF WAY COORDINATION PROCESS (ALTA AND TELICS)

The Alta team will begin evaluation of right-of-way, easement, and acquisition needs for the project. We recommend engaging property owners and applicable regulators early in the design process to help facilitate the right-of-way acquisition and permit approval process. Telics will prepare a preliminary list of ROW items for review, including needed Temporary Construction Easements (TCEs), need for Permanent Acquisitions, and Permanent Easements. As the project progresses, and if need be, our team will prepare plats and descriptions, coordinate with the City for appraisals and negotiations, provide supporting documentations, obtain ROW authorizations, complete ROW certification, resulting in a NCDOT Encroachment Permit approval (see Task 24).

TASK 8 – ENVIRONMENTAL SCREENING AND PERMITTING (DEWBERRY)

Alta and Dewberry have already completed the NCDEQ ER/EID submittal, with no significant findings to impede project progress. Once the limits of disturbance of the project are further developed, the team will identify what remaining next steps might be required in environmental screening and permitting. For example, if the project might impact any potential wetland areas along Richland Creek, wetland

identifications, wetland delineations and jurisdictional determinations can be performed. Since a few cultural or historic resources are nearby, additional clearances might be required. If the project reaches a threshold along Richland Creek, then USACE and NCDWR will likely require a Section 404 permit and corresponding Section 401 Water Quality Certification (in that case, riparian buffer authorizations might also be required). Finally, additional environmental clearances might be required from NCDOT, since W. Green Drive is an NCDOT roadway. We anticipate that a Categorical Exclusion (CE) Level 1 would be granted.

Our team will prepare the purpose and need of the project, identify potential environmental, cultural, and historic impacts, permanent and temporary, and help prepare the regulatory documentation required. Once a submission is ready, we will review it with you and coordinate with the appropriate agency for the submission. We plan to identify any additional submittals early on in the process, so that if permits are needed, they can be completed without undue delay to the project.

Deliverables for Design Initiation Phase: Supplemental survey files, preliminary list of ROW items, list of additional permitting requirements, potential 404/401 permit submission, NCDOT CE submission.

BASEPLAN (30%) AND GEOTECH

At this stage, a project baseplan will be prepared based on the existing and supplemental survey files, and further supporting activities will take place, including a geotechnical and infiltration analysis for potential GSI SCM locations. The concept design and SCM placement locations will be refined using GIS, based on the feedback from the Design Initiation phase and the geotech/infiltration analysis. This concept refinement stage is important because it will provide the final number, layout, and location of SCMs; and total drainage area to be managed by the project. Alta will also begin engagement and communication with NCDOT to streamline the encroachment permit process.

TASK 9 – BASEPLAN PREPARATION (ALTA, DEWBERRY, AND DRMP)

The Alta team will prepare a baseplan for the project in CAD based on the survey data.

TASK 10 – GEOTECHNICAL AND INFILTRATION FIELD WORK AND REPORT (TERRACON)

A geotechnical and infiltration field exploration will be conducted. The pavement analysis portion of the exploration will include potential pavement sampling and testing, and will develop recommendations for pavement design and removal across each project area and proposed use.



Investigation methods will include mechanized soil, Standard Penetration testing, and rock coring if needed. Roadway subsurface investigations may also utilize hand augers and Dynamic Cone Penetrometer (DCP) tests at regular intervals. Infiltration testing will focus on using test pits and the standard double-ring infiltrometer testing – however, geoprobes and DCP can be used in areas where space is limited or where there is active roadway traffic. It is anticipated that infiltration testing will at a minimum need to include one test on each block where an SCM is proposed, and at least two at each larger basin location (if basins are included at this stage of the project).

The Alta team will then provide:

1. Roadway foundation recommendations including the location and depth of unsuitable materials encountered. The report will provide recommendations for expansive clays or other deleterious conditions, as well as subgrade preparation and pavement design recommendations.
2. Infiltration potential recommendations, including alternatives for meeting required infiltration rates for GSI SCMs.

TASK 11 – CONCEPT REFINEMENT (ALTA)

Alta will update its existing GIS basefiles from earlier phases of the project with the additional information collected in Tasks 1-9, above. We will then host a review session with the City, and with stakeholders the City might wish to invite, to review the alternatives, pros, and cons of the remaining feasible SCM locations. Upon conclusion of the review session, we will prepare a session summary and circulate it to participants for final review. Upon incorporating comments, we will update the final number, layout, and location of SCMs; and confirm that the total drainage area to be managed by the project meets the original grant application goals.

TASK 12 – AGENCY COORDINATION (ALTA, DEWBERRY, AND DRMP)

The Alta team will attend one (virtual or in person) meeting with NCDOT to present the initial plans for the project, and start the Encroachment Permit process. One additional agency meeting is included in this task.

Deliverables of Baseplan (30%) Phase: Draft and final baseplan, Geotechnical and infiltration report, final GSI SCM location plan, agency coordination meeting minutes.

RIGHT OF WAY PLANS AND SUBSTANTIALLY COMPLETE DESIGN (60%)

At this stage, preliminary design drawings will be completed, including for the proposed roadway layout, proposed GSI SMPs, and associated improvements. Design calculations for the GSI system will be completed, including factors such as drainage area, storage volume, loading ratio, calculation of release rates for slow-release systems, and storm size managed. A significant part of the 60% phase will involve the completion of right-of-way plans, plats, and legals at the approval stage of the plans. A preliminary cost estimate will be prepared at this stage as well.

TASK 13 – CONCEPT MODELLING (ALTA AND DEWBERRY)

Additional concept refinement and modelling of stormwater and sewer connections might be needed at this stage.

TASK 14 – RIGHT OF WAY PLAN PREPARATION (ALTA)

The Alta team will prepare a ROW Plan for the project in CAD based on the baseplan. It will submit the plan to agency review. Upon receipt of comments, one round of revisions will be completed.

TASK 15 – DESIGN CALCULATIONS FOR GSI SYSTEM (ALTA AND DEWBERRY)

TASK 16 – PREPARATION OF PLATS (TELICS AND ALTA)

TASK 17 – PRELIMINARY COST ESTIMATE (ALTA, DEWBERRY, AND DRMP)

TASK 18 – AGENCY COORDINATION (ALTA, DEWBERRY, AND DRMP)

The Alta team will attend two (virtual or in person) meetings with agencies during this phase of the project.

Deliverables of ROW (60%) Phase: Draft and final ROW plan, memo on GSI SCM models and calculations, plats for potential easements and acquisitions, appraisal report(s) (if needed), preliminary cost estimate, agency coordination meeting minutes.

PS&E (90%) DESIGN

At this stage, major agency coordination will be nearing its end. A materially complete plan set will be completed, with drawings prepared in accordance with NCDEQ and NCDOT standards and comments, design features identified, and including profiles and sections of roadway and structures, inverts, dimensions, landscape items, roadway regrading plans (if and where needed), and details. At this stage the draft specifications will be prepared for review and the draft engineer's estimate of construction cost completed.

TASK 19 – PLAN REVISIONS (ANTICIPATED TWO MAXIMUM ROUNDS AFTER 60% DESIGN SET) (ALTA, DEWBERRY, AND DRMP)

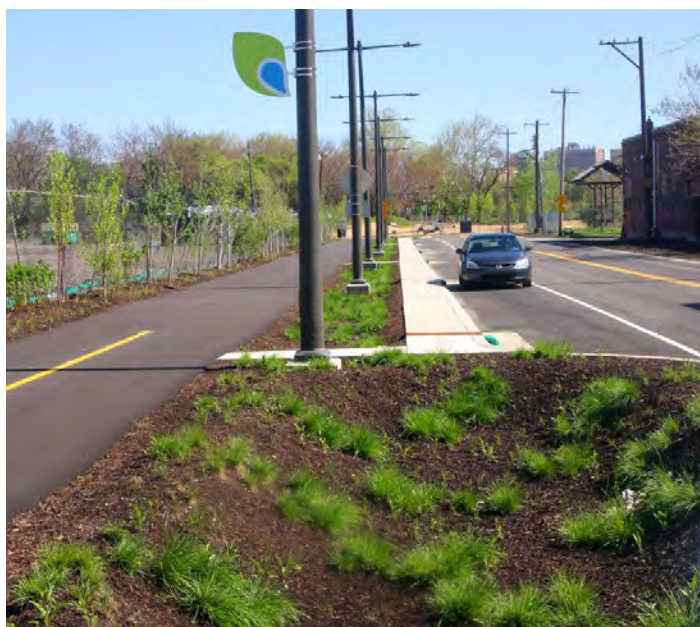
The Alta team will complete up to two rounds of revisions to the 60% design set, based on agency and City comments, in preparation for the 90% Plan.

TASK 20 – 90% DESIGN PLANSET (ALTA, DEWBERRY, AND DRMP)

The Alta team will prepare a 90% Plan for the project in CAD based on the ROW Plan and revisions. It will submit the plan to agency review. Upon receipt of comments, up to one more round of revisions will be completed.

TASK 21 – AGENCY COORDINATION (ALTA, DEWBERRY, AND DRMP)

The Alta team will attend two (virtual or in person) meetings with agencies during this phase of the project.



TASK 22 – DRAFT SPECIFICATIONS

TASK 23 – DRAFT ENGINEER'S ESTIMATE OF CONSTRUCTION COST (ALTA AND DEWBERRY)

Deliverables of PS&E (90%) Phase: Two 60% plan revisions, Draft and final PS&E plan, draft specifications set, draft engineer's estimate of construction cost, agency coordination meeting minutes.

FINAL DESIGN

After final comments from review agencies are addressed, the plansheets will be prepared for final submittal and preparation for the bid phase. The plans will include full size design drawings, final specifications and engineer's estimate of construction cost, and copies of utilities/agencies response letters and approvals, including an NCDOT Encroachment Permit.

TASK 24 – NCDOT ENCROACHMENT PERMIT (ALTA)

TASK 25 – PLAN REVISION (ANTICIPATED ONE ROUND AFTER 90% STAGE) (ALTA, DEWBERRY, AND DRMP)

TASK 26 – FINAL PLANSET, SPECIFICATIONS AND ESTIMATE

Deliverables of Final Design Phase: Draft and final Design plan, final specifications set, final engineer's estimate of construction cost.

At Alta, Quality Assurance and Quality Control (QAQC) measures are incorporated into every step and task of a project. Two main layers of QAQC are present at each stage of design: first, our designers utilize custom design checklists during the design process to check on their own work; second, a senior level engineer provides an over-the-shoulder review at each stage of design, coordinating closely with the Project Manager. At major milestones, prior to each agency submission, the senior engineer and project manager send the plans for PIC and QAQC Principal review – accordingly, plans undergo a round of revisions even prior to an official submission.

A similar process will take place in Alta's review of our teaming partner's work. After their own internal QAQC process review, plans will be sent to Alta PIC and QAQC Principal review prior to submittal to the client project manager or an agency. In the case of work performed by DRMP, because it is a sister company of Alta, communications will be even more seamless – we share a Microsoft Teams network and review processes, and thus project update and QAQC tasks will be expedited.

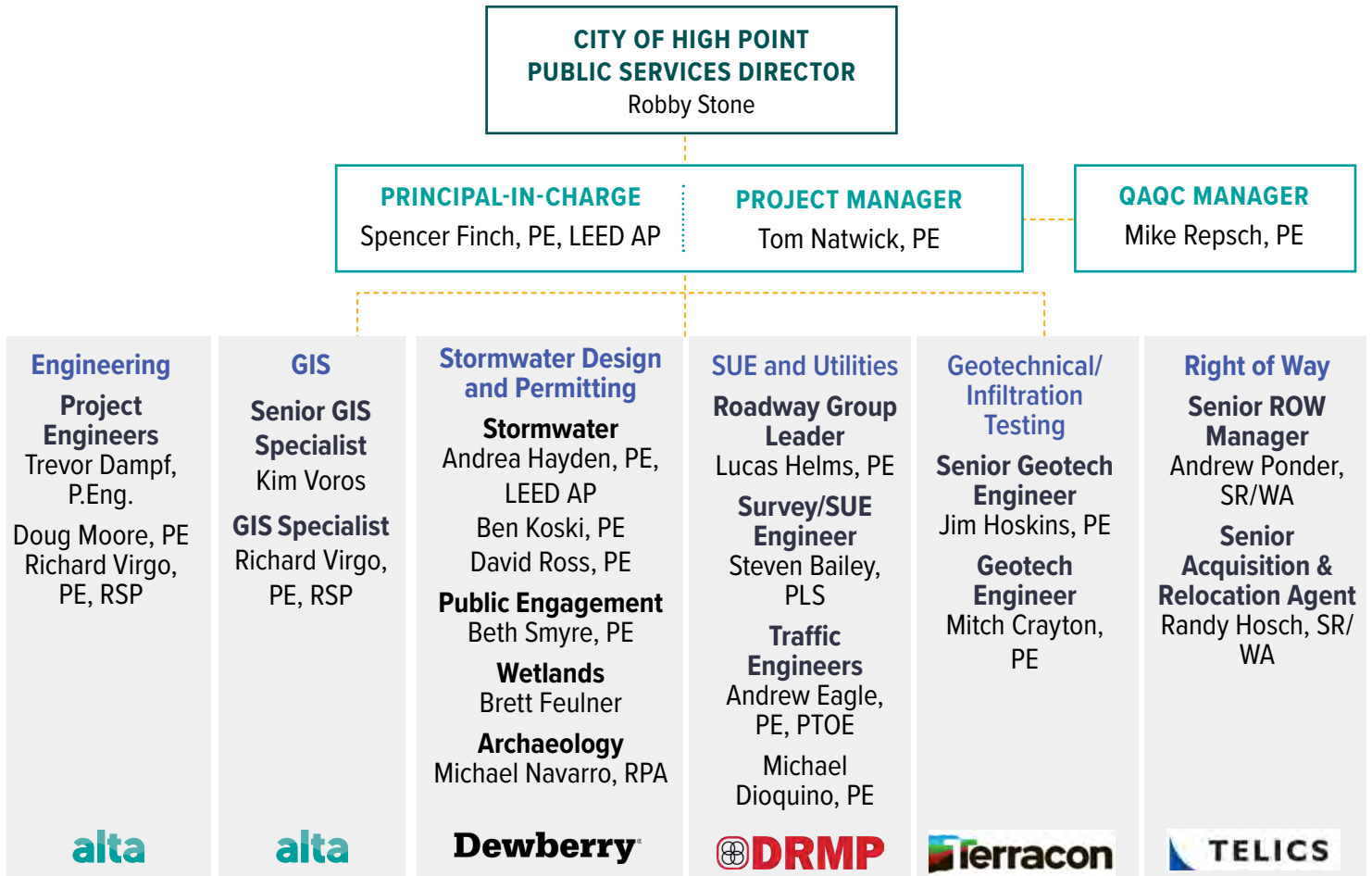
c)

Project Team & Project Management



Alta led the design team for a network of nine green alleys in South Los Angeles. The design included subsurface stormwater capture via infiltration galleries, planters within the alleys to calm traffic and provide landscape areas, new parkway swales at cross-streets to capture additional runoff, and thematic surface treatments related to neighborhood history.

Organizational Chart



Alta Leadership Spotlight



Spencer and Tom worked on the previous phase of this project, performing the feasibility analysis and conceptual development of the GSI system. They will bring to the next phase of the project both their passion and their existing deep knowledge of this type of project and of the W. Green Drive corridor. Mike works on a daily basis on multiple projects with Spencer and Tom. He is well known in the state for his sharp reviews and the ultimate quality of plans produced, and will serve as QAQC manager for the project.

QUALITY ASSURANCE/QUALITY CONTROL

Alta takes pride in producing quality plans, specifications and cost estimates and works to see that all team members have the information necessary to produce high quality results. We have established Quality Assurance policies/guidelines to integrate quality, cost, and schedule control into our daily work routines. We require our subconsultants to apply equivalent quality and cost control procedures on their work, and their work will be reviewed by Alta before submitting to the City for review.

The QA/QC process will be led by the designated QA/QC Manager for the project, Mike Repsch, PE, whose primary role will be to verify the accuracy and consistency of project deliverables. Yet, QAQC steps do not just happen at the end of a task. Design checklists and senior engineer check-ins are used every week to check that designs are progressing appropriately. Then, at major milestones, the PIC and then the QA/QC Manager perform reviews of major deliverables before submissions.



Spencer Finch, PE, LEED AP

Principal-in-Charge

YEARS OF EXPERIENCE

25 years

EDUCATION

MSc, Environmental Engineering, Pennsylvania State University

BSc, Mechanical Engineering, University of Pennsylvania

BA, Political Science, Albright College

AREAS OF EXPERTISE

Green Stormwater Infrastructure design (GSI)
Environmental permitting
Grant writing and management

REGISTRATIONS

Professional Engineer: NJ (#24GE04624300)

LEED Accredited Professional

OFFICE LOCATION

Durham, NC

Spencer is an engineering leader with 25 years of experience. His distinctive set of skills and expertise includes green stormwater infrastructure planning and design; environmental, transportation and natural resources permitting; sustainable infrastructure; transportation engineering (Complete Streets and bicycle and pedestrian facility planning and design); and environmental engineering and due diligence. Spencer's experience covers not only planning and engineering, but also strategic guidance, program management, business development, and team-building and management. He has expertise in grant writing/grant management, helping projects secure funding at early stages of development and advance through subsequent stages.

Relevant Experience

High Point West Green Drive Green Stormwater Infrastructure Conceptual Design, NC

Alta conducted an analysis for the feasibility of installing Green Stormwater Infrastructure (GSI) stormwater control measures (SCMs) on the street. As Project Manager and Principal-in-Charge, Spencer developed and managed the scope for the feasibility assessment and alternatives analysis, supervised the team as they developed the conceptual design and cost estimate, and helped secure a \$5 million NCDEQ LASII grant for the project.

Elm Street and Heritage Greenway Design, High Point, NC

Spencer is the Principal-in-Charge of the Elm Street and Heritage Greenway Design project for the City of High Point. Alta is currently engaged in the 30% Design Plan phase of the project, which will prepare 30% design plans for two alternative alignments of the Heritage Greenway (dependent on railroad acquisition) and for the makeover of Elm Street into a safer, greener, more inviting corridor for pedestrians and bicyclists, connecting downtown High Point to the Amtrak Station and the Truist Stadium, among other destinations.

Utleigh Creek Greenway Design Phase II, Holly Springs, NC

With Spencer as Principal-in-Charge, Alta led the design of the second phase of the Utleigh Creek Greenway. The greenway will connect the Holly Glen neighborhood to the first phase of the greenway. The project consists of preparing preliminary design, survey, drainage design, structural design, trail construction drawings and specifications, and permitting for approximately one mile of a 10-foot-wide asphalt trail, drainage culverts and boardwalks.

Parkside Edge at Centennial Commons Green Stormwater Infrastructure Engineering, Philadelphia, PA*

Spencer was Project Manager, leading engineering and permitting for this \$6.2 million green stormwater infrastructure and Complete Street project at the edge of the city's West Fairmount Park. This project helped create safe neighborhood gateways for the low-income neighborhood into the park.

Bartram's Mile, Philadelphia, PA*

As Project Manager, Spencer led engineering and permitting for this award-winning \$4.5 million trail, park, green stormwater infrastructure, and Complete Street project (part of the Schuylkill River Trail and a link in the national East Coast Greenway).

*Completed prior to joining Alta



Tom Natwick, PE

Project Manager

Tom is a Professional Engineer with a comprehensive background in civil transportation design. He has worked on projects involving active transportation, roadway, pedestrian facility design, light rail, grading, stormwater management, and utilities design across North Carolina, the U.S. and internationally. Tom is passionate about innovation in multimodal design, bikeway design, and making a positive difference in communities.

YEARS OF EXPERIENCE

17 years

EDUCATION

BS, Civil Engineering,
Valparaiso University

REGISTRATIONS

Professional Engineer:
NC (#045928); CO
Z#0049093); CA (#C78770);
FL (#81209); UT (#9799949-
2202); ID (#17145); TN
(#125522); AR (#198158); LA
(#0045265); AL (#40000-E)
NCEES Record Holder
#55659

OFFICE LOCATION

Minneapolis, MN

Relevant Experience

- West Green Drive Green Stormwater Infrastructure Grant Support, High Point, NC (Assistant Project Manager)
- Batchelor Creek Greenway and Cross Country Course Design, Cary, NC (Project Manager)
- Atlantic Avenue Multimodal Feasibility Assessment, Raleigh, NC (Project Manager)
- Lake Wheeler Road Design Improvements, Raleigh, NC (Project Manager)
- Tradition & Village Parkway Design, Port St. Lucie, FL (Project Manager)
- Wilson Bicycle and Pedestrian Corridor Improvement Project, Wilson, WY (Project Manager)
- Scott and Gill Roads Protected Intersection Design, Jackson, WY (Project Manager)
- 7th Street Connection Complete Streets Redesign, Oakland, CA (Project Manager and Design Lead)
- MnDOT TH 55 Pedestrian Safety Interim Project, Minneapolis, MN (Assistant Project Manager)



Mike Repsch, PE

QA/QC Manager

Mike is a Principal and Professional Engineer with 24 years of experience. He has a vast, diverse background working on challenging active transportation projects throughout the United States. His ability to provide multi-disciplinary services from planning to engineering makes him a unique asset to any team. Mike has spearheaded numerous projects from inception through design and development. Mike's highlighted projects include: greenway and bikeway design, green infrastructure design, multimodal corridor studies, transportation system improvements, and transit and access plan for pedestrians and bicyclists.

YEARS OF EXPERIENCE

24 years

EDUCATION

BS, Civil Eng & ME, Env Eng,
University of Hartford

REGISTRATIONS

Professional Engineer:
NC (#33609); AL (#39324-E);
AR (#19538); CT (#25098);
DC (PE#920415); DE
(#20331); FL (#79870); GA
(#039011); IL (#062066470);
MD (#47150); MA (#51298);
PA (#PE084236); SC
(#31691); TN (#123787); VA
(#0402053544)

OFFICE LOCATION

Durham, NC

Relevant Experience

- Utleigh Creek Greenway Phase 2, Holly Springs, NC (Project Manager)
- Cross Charlotte Trail Hidden Valley Corridor Design, Charlotte, NC (Principal-in-Charge)
- Cornwallis Road Pedestrian and Bicycle Improvements, Durham, NC (Project Manager)
- Gorman Street Separated Bike Lane, Raleigh, NC (Principal-in-Charge)
- City of Durham Bicycle Network and Facilities Improvements, Durham, NC (Project Manager)
- Wolf River Greenway Designs Including Greenway, Separated Bike Lanes, Trailheads, Boardwalks, Pedestrian Bridges and Other Multimodal Facilities, Memphis, TN (Project Manager)



Andrea Hayden, PE, LEED AP



Stormwater Lead

Andrea has over 24 years of professional experience in hydrologic and hydraulic design. Her project experience includes storm drainage design, erosion control design, hydraulic design for culverts and bridges, waterline design, utility coordination, and site design. Andrea is proficient in Geopak Drainage, HEC-RAS, and numerous other water resource related software packages.

YEARS OF EXPERIENCE

24 years

EDUCATION

BS, Environmental Science, North Carolina State University

REGISTRATIONS

Professional Engineer: NC (#028933), SC, GA, FL
LEED Accredited Professional Notary Public

Relevant Experience

- Smithville Infrastructure Improvements, Town of Cornelius, NC (Stormwater Lead)
- City of Charlotte Storm Water On-Call, Charlotte Storm Water Services, NC (Contract Manager)
- Grant Management Services for Five Stormwater Infrastructure Improvement and Water Quality Projects, City of Charlotte Stormwater Services, NC (Stormwater Lead)
- Mallard Creek Park and Ride On-Call Multidiscipline Support, City of Charlotte, NC (Design Engineer)*

*Completed prior to joining Dewberry

OFFICE LOCATION

Charlotte, NC



Lucas Helms, PE



Roadway Group Leader

Lucas Helms, PE, serves as a Roadway Group Leader for DRMP's Traffic Engineering Market Sector. Lucas's experience includes work in the fields of roadway design and traffic engineering. His responsibilities have included roadway and storm drainage design, utility and railroad coordination, construction administration, and the preparation of traffic impact studies, roadway plans, traffic control plans, and pavement marking plans. Additionally, he is proficient in Microstation, Geopak, and AutoCAD Civil 3D. Lucas is individually pre-qualified through NCDOT PDEA as an AQ Analysis Modeler and Reviewer.

YEARS OF EXPERIENCE

12 years

EDUCATION

Master of Civil Engineering, NCSU
BS, Civil Engineering, UNC Charlotte

REGISTRATIONS

Professional Engineer: #043171, NC; #36625 SC

Relevant Experience

- Town of Chapel Hill Homestead Road Improvements, Orange County, NC (Project Manager)
- Franklin Street Road Diet Restriping, Town of Chapel Hill, Orange County, NC (Project Manager)
- Chapel Hill Transit Bus Stop Improvements, Town of Chapel Hill, Orange County, NC (Project Manager)

OFFICE LOCATION

Cary, NC

Staff Capacity Chart

Staff	Spencer Finch	Tom Natwick	Mike Repsch	Andrea Hayden	Lucas Helms	Trevor Dampf	Doug Moore	Ben Koski	David Ross
Capacity	50%	55%	50%	60%	45%	40%	50%	35%	40%

Additional Staff Bios



Doug Moore, PE is an Engineering Designer in **Alta's** Durham, NC office and has five years of design experience on roadway and multmodal projects for NCDOT and municipalities across North Carolina. As a regular e-biker he has a passion for making the built environment safer and easier for cyclists and pedestrians. Doug is currently serving as an engineer on the Elm Street and Heritage Greenway Design Project for the City of High Point.



Trevor Dampf, P.Eng. is a Professional Engineer in **Alta's** Toronto, ON office with a background in planning, design, and construction administration of municipal and land development projects. He has experience working with municipalities to determine cost effective and sustainable solutions for infrastructure upgrade and rehabilitation designs including multimodal transportation projects.



Kim Voros, GISP is a leader in **Alta's** Civic Analytics service area working in Seattle, WA. She has led the development of many of Alta's primary bicycle and pedestrian analysis tools. Her work is focused in GIS-based modeling, cartography, infrastructure planning, network development, and implementation. Kim is the Technical Lead for Alta's work with the NC Capital Area Metropolitan Planning Organization (CAMPO) on an updated blueprint for bicycle and pedestrian planning in the Raleigh area.



Richard Virgo, PE, RSP is an Engineer in **Alta's** Charlotte, NC office. He has experience in creating comprehensive transportation plans in both urban and rural contexts, public engagement, feasibility studies, corridor development, and Complete Streets. Richard works on engineering projects, including intersection retrofits and greenway corridors, as well as planning projects and other GIS and data analyses. Richard worked on the LASII application and created GIS maps for the City of High Point's W. Green Drive Grant Support project, and provides ongoing GIS and mapping support for the FEMA-BRIC application.



Steven Bailey, PLS, serves as the Cary Survey Department Manager for **DRMP's** Survey and Mapping/ Geospatial Market Sector. His professional experience includes department management, technical writing, construction layout, control network, boundary surveys, topographic surveys, route surveys, stream restoration surveying, mobile scanning, and static HD scanning.



Andrew Eagle, PE, PTOE, serves as a Senior Traffic Engineering Project Manager for **DRMP's** Traffic Engineering Market Sector in Cary, NC. His responsibilities with the firm include various traffic engineering, planning, and design tasks in the areas of comprehensive transportation planning, traffic forecasting, traffic modeling, and traffic impact studies. In addition to traffic impact studies, Andrew has experience in capacity analysis, traffic simulation, roundabout analysis, interchange analysis, signal warrant analysis, and signal timing.



Michael Dioquino, PE, serves as a Transportation Design Associate for **DRMP's** Transportation Market Sector in Cary, NC. Michael has six years of experience with roadway design and transit design, as well as experience with hydraulics. His responsibilities include assisting with drainage plans, traffic control plans, pavement marking plans, and construction administration.



Beth Smyre, PE, working in **Dewberry's** Raleigh office, has over 22 years of experience in infrastructure planning and environmental permitting. Her experience includes extensive public outreach, development of NEPA/SEPA documentation (CE, EA, EIS), and agency coordination. Beth's recent experience includes state and municipal transportation projects, community-based resilience planning, municipal grant application development, and long-range infrastructure planning.



Ben Koski, PE is a Senior Project Manager in **Dewberry's** Charlotte office who has been extensively involved in water/wastewater projects for municipal, private, and higher education clients. He is proficient in InnoVize InfoWorks, AutoCAD, ArcGIS, and MicroStation software platforms. His relevant experience includes working as a utility engineer on the Whites Mill PS & FM Upgrade for the City of High Point.



Brett Feulner is a Team Lead in **Dewberry's** Raleigh office for environmental studies including wetland and stream determinations, Wetland and Stream assessments, Environmental Permitting and Protected Species surveys and coordination for multiple public sector and private sector clients.



Michael Navarro, RPA, working in **Dewberry's** Raleigh office, supports his team in the research, investigation, and/or mitigation of historical or cultural resources. Fieldwork prior to joining Dewberry includes excavations, surveys, and laboratory investigations across multiple countries and time periods. His specialization with archaeological human skeletal remains helps clients navigate the sensitive legal and ethical ramifications within those projects.



David Ross, PE, working in **Dewberry's** Raleigh office, is a Project Manager with experience working on a variety of projects including water, wastewater, site/civil, and energy serving local, state, and commercial clients. He has worked closely with the division of water infrastructure to secure project funding and also administered the associated rules and regulations to the contractor during construction. He is proficient in AutoCAD, stormwater modeling Civil3D softwares, and other design softwares that support in design.



Andrew Ponder, SR/WA is knowledgeable in all phases of Right of Way Negotiation and Relocation Assistance for residential and business properties. As a member of the **TELICS** team located in Statesville, NC, he has successfully completed acquisitions and provided project management oversight for numerous infrastructure development projects, local and state highway, public transportation, telecommunication, airport, and utility projects.



Randy Hosch, SR/WA is a member of the **TELICS** team located in Statesville, NC. He has 17 years of experience in acquiring land rights through negotiation, suit preparation, and donations. He is also skilled at providing relocation assistance services to business and residential displacees. He has performed these Acquisition and Relocation services for a variety of clients including municipalities and state Departments of Transportation.



Jim Hoskins, PE started in the geotechnical and testing consulting industry in 1984 as a Project Technician and has advanced in that field to his current position as Senior Principal and Office Manager at **Terracon's** Greensboro, NC office. Jim has been involved with 500+ pavement evaluation and design projects for parking lots, highways, airports, and large-scale transportation facilities. Additionally, he has completed more than 100 utility/site development projects.



Mitch Crayton, PE is a licensed Civil Engineer (PE) with experience performing geotechnical investigations, engineering design, and project management, working in **Terracon's** Greensboro office. These projects include shallow and deep foundations design, settlement and slope stability analysis, pavement design, geotechnical earth retention (shoring) creation of project proposals, and geotechnical engineering reports.

d)

Project Schedule

Project Schedule

	Mar 24	Apr 24	May 24	Jun 24	Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	
Task 1 - Project Management	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Task 2 - Stakeholder and Public Outreach		█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Task 3 - Grant Management Support		█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
DESIGN INITIATION																				
Task 4 - Data Collection			█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Task 5 - Supplemental Survey		█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Task 6 - Utility Coordination and Potholing			█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Task 7 - ROW Coordination			█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Task 8 - Enviro Screening and Permitting			█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
BASEPLAN (30%) AND GEOTECH																				
Task 9 - Baseplan				█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Task 10 - Geotech/Infiltration				█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Task 11 - Concept refinement								█	█	█	█	█	█	█	█	█	█	█	█	█
Task 12 - Agency Coordination								█	█	█	█	█	█	█	█	█	█	█	█	█
ROW PLANS (60%)																				
Task 13 - Concept Modelling							█	█	█	█	█	█	█	█	█	█	█	█	█	█
Task 14 - ROW Plan Preparation							█	█	█	█	█	█	█	█	█	█	█	█	█	█
Task 15 - Design Calculations for GSI System							█	█	█	█	█	█	█	█	█	█	█	█	█	█
Task 16 - Preparation of Plats							█	█	█	█	█	█	█	█	█	█	█	█	█	█
Task 17 - Preliminary Cost Estimate							█	█	█	█	█	█	█	█	█	█	█	█	█	█
Task 18 - Agency Coordination							█	█	█	█	█	█	█	█	█	█	█	█	█	█
PS&E (90%) DESIGN																				
Task 19 - Plan Revisions															█	█	█	█	█	█
Task 20 - 90% Design Planset															█	█	█	█	█	█
Task 21 - Agency Coordination															█	█	█	█	█	█
Task 22 - Draft Specifications															█	█	█	█	█	█
Task 23 - Draft Engineer's Estimate of Construction Cost															█	█	█	█	█	█
FINAL DESIGN																				
Task 24 - NCDOT Encroachment Permit															█	█	█	█	█	█
Task 25 - Plan Revision															█	█	█	█	█	█
Task 26 Final PS&E															█	█	█	█	█	█

e)

Terms and Conditions of the Contract

f)

References

Terms and Conditions of the Contract

Alta agrees to the previously negotiated terms as written in the previous contract executed August 8, 2023.

ALTA'S UNDERSTANDING AND COMMITMENT TO THE CITY'S M/WBE PROGRAM

The Alta Team has read and understands the City's M/WBE program. We are committed to supporting High Point's DBE/HUB goals, and would be glad to engage with the City to adjust our scope and approach, should you so desire.

References

Below are references for our project team, including Alta and Dewberry. The references are capable of speaking to the team's ability to finish projects within the project timeframe and the firms' demonstrated ability to respond to the proposed project. More detailed information for each project is listed in the project cut sheets beginning on [page 3](#).

1. Ryan Brumfield

Director
NCDOT Integrated Mobility Division
(919) 707-2601
rmbumfield@ncdot.gov
High Point Grant Management and Support Services, USDOT RAISE (Alta)

2. Jesse Day

Regional Planning Director
Piedmont Triad Regional Council
(336) 904-0300 x 3000
jday@ptrc.org
High Point Grant Management and Support Services, NCDEQ LASII (Alta)

3. Andrew Edmonds

Transportation Planning Administrator
(336) 883-3235
andrew.edmonds@highpointnc.gov
High Point Elm Street and Heritage Greenway Design (Alta)

4. Matt Beard, AICP

Park Planner
Town of Holly Springs
(919) 567-4018
matt.beard@hollyspringsnc.us
Utley Creek Greenway Phase 2, Holly Springs, NC (Alta)

5. Tyler Beardsley

Assistant Town Manager
Public Works Director
(704) 892-6031 ext. 127
tbeardsley@cornelius.org
Smithville Neighborhood Improvements (Dewberry)

“Alta has provided consulting services for nearly every planning effort along this corridor in the past decade. With their intimate knowledge of the project, knowledge of the community, and their technical skills - they were the perfect firm to assist NCDOT and City in preparing our grant application.”

Alta provides amazing results in a timely manner. Their team pulled many long hours on nights and weekends when we were faced with a tight deadline of submitting an application. It is my personal opinion that they are a large reason as to why we were successful in winning an award.”

Andrew Edmonds, Transportation Planning Administrator
High Point Metropolitan Planning Organization
High Point Elm Street and Heritage Greenway Design

Appendix: Forms

Alta has made a good-faith effort to include minority participation but currently does not proposal to include any minority participation in our proposal. Alta is committed to supporting High Point's DBE/HUB goals, and would be glad to engage with the City to adjust our scope and approach, should you so desire.

AFFIDAVIT-MINORITY PARTICIPATION

The City of High Point is committed to providing equal opportunities for participation in all aspects of the City of High Point contracting and purchasing programs including, but not limited to, participating in procurement contracts for, materials, services, construction and repair work activities, and lease agreements in the City of High Point. The Purchasing Division actively seeks to identify qualified minority, handicapped, disadvantaged, and women-owned business enterprises so as to widen opportunities for participation as providers of goods and services, increase competition and ensure the proper and diligent use of public funds.

(NOTE: THIS FORM IS TO BE SUBMITTED WITH THE BID PROPOSAL)

Portion of the Work to be performed by Minority Firms

Alta Planning + Design, Inc. _____ I do hereby certify that on the

 (Name of Bidder)
 Design Services for W. Green Drive Stormwater Infrastructure Systems

 (Project Name)
 Project ID# 29-022924 Amount of Bid \$ TBD

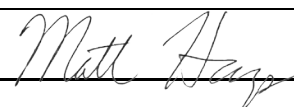
I will expend a minimum of 0 % of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the firms listed below.

Attach additional sheets if required

Name and Phone Number	Minority Category	HUB Certified (Y/N)	Work Description	Dollar Value
N/A				

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**) Employee Stock Ownership Plan (ESOP)

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 2-22-24 Name of Authorized Officer: Matt Hayes
 Signature: 
 Title: Vice President

STATE OF NORTH CAROLINA
CITY OF HIGH POINT
E-VERIFY AFFIDAVIT

I, Matt Hayes (the individual attesting below), being duly authorized by and on behalf of Alta Planning + Design (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

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

This 2nd day of January, 2024

Matt Hayes
Signature of Affiant
Print or Type Name: Matt Hayes

State of NC County of Durham

Signed and sworn to (or affirmed) before me, this the 2nd
day of January, 2024

My Commission Expires:

8/13/2028

Jane K. Linville
Jane K. Linville
Notary Public

(Affix Official/Notarial Seal)



Addendum 1

RFQ 29-022924

**Design Services-W Green Drive
Stormwater Infrastructure Systems**

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

Question: Can you clarify this statement on page 2: “This project’s timeline is subject to the fiscal deadlines set forth by U.S. Treasury for ARPA funds, which require the funds to be obligated by December 31, 2024, and then expended by December 31, 2026.”

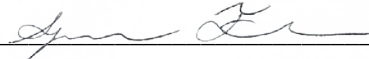
Answer: The date that applies to respondents of this RFQ is December 31, 2026, which remains the date by which the final project must be fully constructed and delivered. The December 31, 2024, obligation deadline does not apply to RFQ respondents in this instance because the City of High Point is a subrecipient of ARPA funds. Subrecipients are not subject to the December 31, 2024, obligation deadline, per U.S. Treasury’s Obligation Interim Final Rule.

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

Candy Harmon, Purchasing Manager
Purchasing Department

Company: Alta Planning + Design, Inc.

Address: 111 E. Chapel Hill St, Suite 200, Durham, NC 27701

Signature:  Date: 2/26/24

Email: spencerfinch@altago.com

City of High Point | P.O. BOX 230, High Point, NC 27261 | 336.883.3219





City of High Point

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

Master

File Number: 2024-097

File ID: 2024-097

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 03/08/2024

File Name:

Final Action:

Title: Consideration of a Contract with Blue Line Exterior Cleaning Solutions
City Council is requested to approve a one year contract for truck washing services to Blue Line Exterior Cleaning Solutions in the amount of \$95,000 and the option for four additional one year renewals and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Blue Line Exterior Cleaning Solutions - Contract

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:

CITY OF HIGH POINT

AGENDA ITEM

TITLE: Fleet Services Refuse Truck Washing Services	
FROM: Kevin Rogers, Fleet Director	MEETING DATE: March 18, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Formal Bid Recommendation	

PURPOSE:

The fleet services department worked with the purchasing division to request proposals for washing services for our refuse trucks.

BACKGROUND:

After executing the contract, Fleet has seen in the first five (5) months spending of \$45,000 and we believe that the yearly spending will be approximately \$95,000. With the potential of the amount exceeding the threshold of \$90,000 fleet services is requesting approval for a not to exceed amount of \$95,000 per year contract with the option for four (4) one (1) year renewal options if both parties agree.

BUDGET IMPACT:

The price impact will be a yearly cost of approximately \$95,000 per year. This includes washing services for all refuse trucks, roll off trucks, and boom trucks. Funds are available in the 2023-2024 Budget.

RECOMMENDATION/ACTION REQUESTED:

The Fleet Services Department recommends that the City Council approve a one (1) year contract for truck washing services to Blue Line Exterior Cleaning Solutions in the amount of \$95,000 and the option for four (4) additional one (1) year renewals.

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
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: DATE:

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

PURCHASING MANAGER: DATE:

FINANCIAL SERVICES DIRECTOR: DATE:

Approved for Submission to Council

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



City of High Point

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

Master

File Number: 2024-098

File ID: 2024-098

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 03/08/2024

File Name:

Final Action:

Title: Consideration of a Contract with Campbell Oil
City Council is requested to approve a one (1) year contract to Campbell Oil in the amount of approximately \$125,000 per year with the option to renew for four additional one year periods if terms and pricing are agreeable to both parties and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Campbell Oil - Contract

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:

CITY OF HIGH POINT

AGENDA ITEM

TITLE: Bulk Fluids, Lubricants and Transmission Fluid	
FROM: Kevin Rogers, Fleet Director	MEETING DATE: March 18, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Formal Bid Recommendation Tab	

PURPOSE:

The fleet services department worked with the purchasing division to solicit proposals for bulk fluids. These include lubricants, oil, and transmission fluids.

BACKGROUND:

Fleet services has been working for several years with outside vendors to provide the city with bulk fluids to operate the City of High Point's fleet. These services are for city owned vehicles and equipment. With the assistance of the purchasing division an RFP was solicited for multiple vendors which included local companies to assure that the best value was acquired by the city. Campbell Oil was the lowest responsive bidder for these services. The term of the contract will be from March 1, 2024, and ending February 28, 2025, with the option to renew for four (4) additional one (1) year periods if terms and pricing are agreeable to both parties.

BUDGET IMPACT:

The budget impact will be a yearly cost of approximately \$125,000 per year. This includes lubricants, bulk oil, and bulk transmission fluids. Funds are available in the 2023-2024 Budget.

RECOMMENDATION/ACTION REQUESTED:

The Fleet Services Department recommends that the City Council approve a one (1) year contract to Campbell Oil with the option to renew for four (4) additional one (1) year periods if terms and pricing are agreeable to both parties.

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
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: DATE:

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

PURCHASING MANAGER: DATE:

FINANCIAL SERVICES DIRECTOR: DATE:

Approved for Submission to Council

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



City of High Point

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

Master

File Number: 2024-101

File ID: 2024-101

Type: Resolution

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 03/08/2024

File Name:

Final Action:

Title: Consideration of a Sole Source Purchase with Crye Precision LLC
City Council is requested to approve a sole source purchase with Crye Precision LLC for Outer Carriers for the Police Department's Special Weapons and Tactics Team in the amount of \$30,453 using Equitable Sharing Funds and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Crye Precision SWAT Outer Carriers Sole Source

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:

CITY OF HIGH POINT
AGENDA ITEM



TITLE: Sole Source Purchase- Crye Precision LLC- Outer Carriers (Equitable Sharing Purchase)	
FROM: C. H. Cheeks, III, Interim Chief of Police	MEETING DATE: March 18, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Quote Sole Source Form & Letter	

PURPOSE:

To request approval to procure Outer Carrier Vests for the Police Department’s Special Weapons and Tactics Team (SWAT) from Crye Precision LLC. Procurement will be made with the Police Department’s Equitable Sharing Funds approved by Interim Chief Cheeks.

BACKGROUND:

SWAT's current body armor configuration expires in July 2025. Body armor/carrier options were researched, tested, and evaluated, ultimately finding the Crye product the best solution. These carriers can carry ballistic (rifle-rated) armor on the officer's front, back, and sides. The system is modular and can be customized to meet the mission demands of SWAT operations. A unique feature of this system is an internal carrying harness that takes the weight off the officer's shoulders and provides space between their back and the rear plate.

Law enforcement equipment is an allowable expense under the Equitable Sharing Guidelines.

Crye Precision LLC is the sole manufacturer and distributor of the items listed on quote QT0003136. To meet the very specialized needs of our customers, all of the items listed in this quote are "made-to-order".

BUDGET IMPACT:

Funds have been identified within the Police Department’s Equitable Sharing Fund (Department of Justice).

RECOMMENDATION/ACTION REQUESTED:

The Police Department is recommending that City Council authorize the purchase with Crye Precision LLC for Outer Carriers in the amount of \$30,453 using Equitable Sharing Funds.

CITY OF HIGH POINT
AGENDA ITEM





Crye Precision, LLC
63 Flushing Ave, Unit 252
Building 128B
Brooklyn, NY 11205
USA
Phone: 718.246.3838
Fax: 718.246.3833
www.cryeprecision.com

Date	2/23/2024
Quote #	QT0003136
Customer #	49455
Terms	Net 30
Expiration	3/23/2024
Ship Via	GT- Standard

Bill To

High Point Police Department
1730 Westchester Drive
High Point NC 27262-7007
United States

Ship To

High Point Police Department
1730 Westchester Drive
High Point NC 27262-7007
United States

	Order Qty	Item Number	Description	Unit Price	UOM	Extended Price
1	5	AVSHA160LG0	AVS™ Harness Ranger Green Large	\$227.10	EA	\$1,135.50
2	25	AVSHA160MD0	AVS™ Harness Ranger Green Medium	\$227.10	EA	\$5,677.50
3	5	AVSPS460LG0	AVS™ Standard Plate Pouch Set Ranger Green Large	\$298.90	EA	\$1,494.50
4	25	AVSPS460MD0	AVS™ Standard Plate Pouch Set Ranger Green Medium	\$298.90	EA	\$7,472.50
5	30	AVSDF460000	AVS™ Detachable Flap, M4 Flat Ranger Green	\$53.30	EA	\$1,599.00
6	30	AVSSH260000	AVS™ Padded Shoulder Covers Ranger Green	\$25.60	EA	\$768.00
7	30	AVSAP100000	AVS™ Harness Pad Set Black	\$60.40	EA	\$1,812.00
8	30	AVS05960000	AVS™ 6x6" Side Armor Carrier Set Ranger Green	\$53.30	EA	\$1,599.00
9	5	BLCZP460LXL	Pouch Zip-On Panel 2.0 Ranger Green Large/XLarge	\$241.10	EA	\$1,205.50
10	25	BLCZP460SMM	Pouch Zip-On Panel 2.0 Ranger Green Small/Medium	\$241.10	EA	\$6,027.50
11	30	SPS06760000	5.56/7.62/MBITR Pouch Ranger Green	\$45.40	EA	\$1,362.00

Comments:

Approximate 16 wk lead time ARO. Quote valid for 30 days.

Subtotal	\$30,153.00
Tax Total (6.75%)	\$2,055.58
Shipping Cost	\$300.00
Total	\$32,508.58



QT0003136

February 23, 2024

VIA ELECTRONIC MAIL TO:
HIGH POINT POLICE DEPARTMENT
1730 WESTCHESTER DRIVE
HIGH POINT, NC 27262

Re: Quote QT00003136; Sole Manufacturer

Dear Sir or Madam:

Crye Precision LLC is the sole manufacturer and distributor of the items listed on quote QT0003136. In order to meet the very specialized needs of our customers, all of the items listed in this quote are “made-to-order”.

It should be noted that Crye owns a broad portfolio of intellectual property rights, including many registered patents, copyrights, and trademarks, several of which may protect the items in your quote. A comprehensive list of Crye’s intellectual property can be found at www.lwpatents.com. Accordingly, certain products in the market with similar appearance and/or features to Crye’s products, made by companies who have not received a license from Crye to utilize our intellectual property, are unauthorized counterfeits.

If you have any questions about the nature of the products or need additional technical details regarding the products in your quote, please contact me directly at the number or email listed below.

Respectfully,



Beth Rodriguez
Director of Customer Service.
718-246-3838
beth@cryeprecision.com

FINANCIAL SERVICES
Purchasing Division



SOLE SOURCE JUSTIFICATION FORM

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

Requisition #

Vendor:

Item(s):

Justification:

Estimated expenditure for the above item(s):

Accounting Unit and Account(s):

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

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

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

Department Head/Authorized Personnel Digitally signed by Curtis H Cheeks III
Date: 2024.03.06 15:26:46 -05'00'

Department/Division Date

APPROVAL PROCESS

Purchasing Manager

Financial Services Director

City Council (\$30,000 – Up)





City of High Point

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

Master

File Number: 2024-102

File ID: 2024-102

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 03/08/2024

File Name:

Final Action:

Title: Consideration of Change Order #5 to Breece Enterprises, Inc.
City Council is requested to approve Change Order #5 for \$500,000.00 to increase the contract amount for Breece Enterprises, Inc. from \$1,717,210.00 to the amount of \$2,217,210.00 and authorize the appropriate City Official(s) to execute all necessary documents. (Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Change Order #5 Breece Enterprises, Inc.

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:

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Water and Sewer Maintenance/Emergency Contract – Change Order #5	
FROM: Trevor Spencer, Engineering Director	MEETING DATE: March 18, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Change Order # 5	

PURPOSE: The City annually awards a contract to assist the Water and Sewer Mains Division with routine maintenance and emergency repairs of water and sanitary sewer utilities. This contract is funded by the Public Services Department and is administered by the Engineering Services Department. Council is requested to approve a contract change order for additional funding.

BACKGROUND: A contract was awarded to Breece Enterprises, Inc for \$1,717,210.00 by City Council on June 5, 2023. Contract funds have been exhausted due to Water and Sewer Mains Division staffing impacts and the size and volume of the maintenance repairs performed. A change order approval for an additional \$500,000.00 is requested to increase the purchase order for the contract to cover routine maintenance and emergency repairs through the end of the current fiscal year.

The proposed \$500,000.00 change order to the current contract would increase the total contract amount to \$2,217,210.00.

For reference, the same contract for FY22-23 totaled \$1,879,247.80.

BUDGET IMPACT: Funding is available in the FY 2023-2024 budget.

RECOMMENDATION/ACTION REQUESTED: On behalf of the Public Services Department, the Engineering Services Department is recommending that Council approve the change order for \$500,000.00 to increase the contract amount for Breece Enterprises, Inc. from \$1,717,210.00 to the amount of \$2,217,210.00.

CITY OF HIGH POINT

CHANGE ORDER



P.O. BOX 230, HIGH POINT, NC 27261
ENGINEERING SERVICES DEPARTMENT

CHANGE ORDER NO.05	CONTRACT NO. ENG 2023-001	BID NO. 43-051823	CONTRACT: Water and Sewer Maintenance/Emergency 2023-24
-----------------------	------------------------------	----------------------	--

TO: Breece Enterprises, Inc. High Point, NC
(CONTRACTOR)

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

Description of Changes <i>(Attach supplemental plans and specifications if necessary)</i>	DECREASE In Contract Price	INCREASE In Contract Price
Extend the above-described contract, approve changes for additional work not listed in the original contract and establish the following unit and lump sum price(s): <ul style="list-style-type: none"> • ENG2023-001 Water and Sewer Maintenance 2023-2024 Contract Extension <ul style="list-style-type: none"> ○ Lump Sum Price = \$500,000.00 		\$500,000.00
		\$500,000.00

Justification and reason for change: Contract funds have been exhausted due to Water and Sewer Mains Division staffing impacts and a high volume of maintenance repair needs. An additional \$500,000 is needed to cover maintenance needs for the remainder of the fiscal year.

Lawson Account Number: 421779 533701 421001012805 40201 \$250,000.00

Lawson Account Number: 421779 533701 421001010205 40201 \$250,000.00

Previous Contract Total: \$1,717,210.00

The contract total including this, and previous Change Orders will be revised to \$2,217,210.00

Revised completion date: No Change

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

Requested By: _____ (Engineering Project Manager) _____ (Date)

Recommended: _____ (Engineering Services Director) _____ (Date)

Accepted: _____ (Breece Enterprises, Inc) (Corporate Seal) _____ (Date)

Approved: _____ (City of High Point) _____ (Date)

Approved: _____ (Finance Department) _____ (Date)



City of High Point

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

Master

File Number: 2024-104

File ID: 2024-104

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: Finance Committee

File Created: 03/08/2024

File Name:

Final Action:

Title: Consideration of a Contract Award to Cherry Bekaert
City Council is requested to award the contract for independent audit services to Cherry Bekaert in the amount of \$119,000 for FY 2024, \$126,000 for FY 2025, and \$133,000 for FY 2026 for a total contract amount of \$378,000 and two optional renewal years and authorize the appropriate City Official to execute all necessary documents. (Recommended by Finance Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: Cherry Bekaert - Contract

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:

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Recommendation on Selection of Independent Auditor for the City of High Point	
FROM: Bobby Fitzjohn, Financial Services Director	MEETING DATE: March 18, 2024
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Audit RFP Memo Audit Fee Comparison Thru 2023	

PURPOSE:

The City Council is required by General Statute 159-34 to have an annual financial and compliance audit. As a matter of practice, the Financial Services staff periodically solicits Requests for Proposals from firms interested and qualified to perform this work.

BACKGROUND:

The City's current auditors, Cherry Bekaert, were approved by City Council in the last proposal process completed in March 2021.

The Request for Proposal (RFP) was sent to 41 accounting firms, including all local firms as well as regional and national firms in our area who perform governmental audit services. In addition, we made our proposal available on the City's website. An evaluation committee made up of senior financial services staff evaluated the 7 proposals received by the deadline.

Overall, the evaluation committee ranked Cherry Bekaert first due to the depth of their experience with large municipalities in NC with a similar complexity, the experience of their assigned personnel, and meeting the overall budget needs of the City. Cherry Bekaert has been the City's auditor since Fiscal Year 2015 and they have a thorough understanding of our systems and processes, leading to the expectation that they can meet the City's required audit deadlines.

BUDGET IMPACT:

Appropriations for the annual audit fee are included in the budget request for the Financial Services Department. The impact on the Fiscal Year 2025 budget is \$119,000. Subsequent years will be included in future budget requests.

RECOMMENDATION/ACTION REQUESTED:

The Financial Services Department recommends that City Council award the contract for independent audit services to Cherry Bekaert in the amount of \$119,000 for FY 2024, \$126,000 for FY 2025, and \$133,000 for FY 2026 for a total contract amount of \$378,000 and two optional renewal years.

To: Tasha Logan Ford, City Manager
 Eric Olmedo, Assistant City Manager
 From: Bobby Fitzjohn, Financial Services Director
 Date: March 6, 2024
 Subject: Recommendation for External Auditor for Fiscal Years 2024 - 2026

Audit RFP

The Financial Services Staff solicited proposals from qualified CPA firms to provide the financial and compliance audit of the City’s financial operations. The City’s current auditors were approved by City Council in the last proposal process completed in March 2021. Given increasing demands in the governmental accounting field, due to new GASB standards, etc., we are seeing costs to perform audits continue to increase. Below is the history of our audit fees over the last 5 years.

FY19	\$72,500
FY20	\$74,000
FY21	\$81,500
FY22	\$84,000
FY23	\$110,000

The Request for Proposal (RFP) was sent to 41 accounting firms, including all local firms as well as regional and national firms in our area who perform governmental audit services. In addition, we made our proposal available on the City’s website. Proposals were due by February 16, 2024 and made by the following firms:

Blackburn, Childers, & Steagall	Boone, NC
Cherry Bekaert	Charlotte, NC
FORVIS	High Point, NC
Potter and Company	Monroe, NC
Mauldin & Jenkins	Raleigh, NC
Thompson, Price, Scott, Adams & Co.	Whiteville, NC
RH CPAs	Charlotte, NC

Proposals were submitted in two sections. The first section primarily described the audit firm's prior governmental experience and qualifications of the firm and its personnel in performing governmental audits. The second section principally dealt with the audit approach, organization of the audit team, a tentative schedule for completing the audit within the guidelines previously established by the City, and the estimated cost for each year's audit. Only the cost for fiscal year June 30, 2024 is binding.

The evaluation committee was comprised of Accounting Manager Yeymy Jones, Assistant Financial Services Director Heather Forrest, and myself. The proposals were evaluated with significant weight given to the technical qualifications of each of the personnel assigned to the audit and the number and type of governmental clients the local office performed.



Firms proposing services were notified in advance that only the top proposals would have their second sections opened, which included the respective audit approach, their tentative schedule for completing the audit on time, and proposed costs for the audit. In reviewing qualifications, the committee promoted Cherry Bekaert, FORVIS, Mauldin & Jenkins, and Potter & Company as the most qualified proposals. The City can select the audit firm which most closely meets the City's needs in recent governmental experience and preference for audit approach with limited emphasis on the proposed price. All cost proposals evaluated met minimum requirements. By comparison, the audit contract for last year was \$110,000 as mentioned above. The list below is not ordered by ranking, but is provided in alphabetical order for Council's review and discussion:

Firm	FY24	FY25	FY26	3-year Total	Estimated Hours
Cherry Bekaert	\$119,000	\$126,000	\$133,000	\$378,000	650
FORVIS	\$145,387	\$152,656	\$160,289	\$458,332	660
Mauldin & Jenkins	\$89,000	\$92,000	\$95,000	\$276,000	450
Potter & Company	\$108,000	\$115,000	\$124,000	\$347,000	539

*Pricing assumes 3 major programs

Overall, the evaluation committee ranked Cherry Bekaert first due to the depth of their experience with large municipalities with a similar complexity, the experience of their assigned personnel, and meeting the overall best needs of the City. Cherry Bekaert has been the City's auditor since Fiscal Year 2015 and have a thorough understanding of our systems and processes, leading to shorter transition time and the expectation that they can meet the City's required audit deadlines.

The Financial Services Department recommends the City Council to approve Cherry Bekaert to perform the annual external audit for FY24 through FY26 with the option of two annual extensions.

AUDIT FEES
 FYE 2021-2023

	FY 2023		FY 2022		FY 2021	
	Audit Firm	Fee	Audit Firm	Fee	Audit Firm	Fee
CITIES						
High Point	Cherry Bekaert	\$110,000	Cherry Bekaert	\$84,000	Cherry Bekaert	\$81,500
Winston-Salem	Cherry Bekaert	\$135,000	Cherry Bekaert	\$106,000	Cherry Bekaert	\$93,000
Greensboro	Cherry Bekaert	\$124,000	Cherry Bekaert	\$128,500	Cherry Bekaert	\$92,000
Asheville	Cherry Bekaert	\$122,000	PBMares	\$128,080	PBMares	\$115,390
Fayetteville	PBMares	Missing	PBMares	\$162,690	PBMares	\$105,150
Wilmington	PBMares	\$77,500	PBMares	\$75,300	PBMares	\$71,725



City of High Point

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

Master

File Number: 2024-103

File ID: 2024-103

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 03/08/2024

File Name:

Final Action:

Title: Consideration of City Sponsored Special Events
City Council is requested to approve a list of City Sponsored Special Events. (Presented at the Prosperity, Livability, & Safety Committee.)

Notes:

Sponsors:

Enactment Date:

Attachments: City Sponsored Special Events

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: City Sponsored Special Events	
FROM: Eric Olmedo, Assistant City Manager	MEETING DATE: March 18, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: Visit High Point Letter	

PURPOSE:

Update Prosperity, Livability and Safety Committee on City Sponsored Special Events.

BACKGROUND:

The City of High Point City Council approves a list of City Sponsored Special Events on an annual basis. Attached is a list of requested FY 2024 events, with staff recommended events noted.

Also attached is a list that Visit High Point has submitted for consideration, that includes four new events and one that has not been sponsored by the city in the past.

This was presented at the February 8th and March 7th Prosperity, Livability and Safety meeting.

BUDGET IMPACT:

The list of City Sponsored Events does not have a direct budget impact, the support is provided by in kind services.

RECOMMENDATION / ACTIONS REQUESTED:

Staff recommends and asks the City Council to consider and approve a list of City Sponsored Special Events.

CITY OF HIGH POINT

AGENDA ITEM

FY 2024 Recommended Events	Notes
1. Children’s Music Festival	Replaces Hi Fest
2. Uncle Sam Jam	
3. Arts Splash	
4. Art in the Park	
5. John Coltrane Festival	
6. Furniture Market – Spring and Fall	
7. Go Far 5k – Spring	Group has requested sponsoring Fall run too
8. Keep High Point Beautiful – 4 clean up events	
9. Greater High Point Torch Run	
10. Greensboro Merchants Assoc. Holiday Parade	
11. MLK Holiday Parade	
12. Carolina Core FC Youth Furniture City Classic	
13. Veterans Day Parade	
14. Unity Festival	
15. Truist Point Christmas Tree Lighting	
16. Carl Chavis YMCA Juneteenth Festival	
17. Day in the Park	
18. Military Appreciation Jeep Rally	
19. Main in Color Arts Festival	
20. Carolina Core Brews Festival	
21. Uptown Holiday Stroll	
22. Veterans Benefit Live	Returning event, requesting Police assistance only
23. Low Key Car Show fundraiser (new event)	
24. RnB Soul Session picnic (new event)	
25. International Food Festival (new event)	

2024 Not Recommended	Notes
1. Black Luxe Expo	For profit event, not recommended continuing as City sponsored
2. Go Far 5k – Fall	Not recommended
3. NY Celebration “Drop the Point”	Not recommended



January 24, 2024

Eric Olmedo, Assist. City Manager
 City of High Point
 211 S. Hamilton Street
 High Point, NC 27260

Dear Eric,

Visit High Point continues to work with area community partners to activate an impactful events calendar to draw attention from visitors and locals to our city. Please note that many events have been cultivated and are turnkey without city services. However, the events outlined below are within the investment metrics for Visit High Point where our organization will be supporting these events through our sponsorship budget and will need additional ancillary support from the City. In addition to our dollar investment, our commitment of staff capacity will also be planned throughout this events calendar. We value our partnership and understand the limitations of City staffing and funding. The events below are within scope and alignment with tourism, downtown, and overall economic development goals for High Point.

Date	Event	Description & Needs	Projected Attendance
Saturday, March 30, 2024	LowKey Car Show Fundraiser	<p>A specialty car show that travels statewide attracting car enthusiasts while raising money to support local non-profits. In 2023, this event raised \$4K that was donated to the High Point Regional Foundation. The event planner is in the process of formulating a local non-profit partnership for 2024.</p> <ul style="list-style-type: none"> • Street Closure (depending on new location) • Stage • HPPD • Waste Collection <p>**This event date could change as it is Easter Weekend</p> <ul style="list-style-type: none"> • Returning Event • Demographic <ul style="list-style-type: none"> ▪ Diverse ▪ 18+ 	<p>2,000+</p> <p>Estimated attendance in 2023 was 2.1K</p>

<p>Saturday, April 27, 2024</p>	<p>Carolina Core Brews Festival</p>	<p>This is an inaugural brews festival for downtown. Visit High Point partnership with Forward HP and NC Beer Pride. Featuring 50+ Breweries and Vendors from across NC. Planners expect to meet a demand for this experience since Greensboro no longer has the Summertime Brews Festival at the Coliseum.</p> <ul style="list-style-type: none"> • Venue (Truist Point Stadium) • HPPD • HPFD • New Event • Demographic <ul style="list-style-type: none"> ○ Diverse ○ 21+ Male 	<p>2,000+</p> <p>First time event that would be similar to the Carolina Brews Festival, but turnkey logistics at the Stadium</p>
<p>Saturday, May 18, 2024</p>	<p>Military Appreciation Jeep Rally</p>	<p>A jeep rally organized by the High Point Veterans Initiative (Heroes Center of High Point, Business High Point Chamber and Visit High Point). We are in process of planning an experience with the HP Rockers to host a celebration during their home game later in the day.</p> <ul style="list-style-type: none"> • Street Closure (Elm + Church Ave) • Stage • Waste Collection • HPPD • HPFD • Returning Event • Demographic <ul style="list-style-type: none"> ▪ Veteran ▪ 25+ 	<p>300+</p>
<p>Saturday, June 15, 2024</p>	<p>RnB Soul Session Picnic</p>	<p>This is a Juneteenth celebration event in partnership with Visit High Point and York Promotions. This event is a Mental Health initiative to support our local High Point community and beyond.</p> <ul style="list-style-type: none"> • Venue (Oak Hallow Festival Park) • HPPD • HPFD • Waste Collection • New Event • Demographic <ul style="list-style-type: none"> ▪ African-American ▪ Family 	<p>5,000+</p>

<p>Saturday, July 13, 2024</p>	<p>Main In Color</p>	<p>An art festival in the heart of the Market District, including art vendors, live performances, food, trolley rides, and kid activities. May include additional art locations in 2024.</p> <ul style="list-style-type: none"> • Street Closures (High Ave to Green Dr.) • Parking • Waste Collection • HPPD • HPFD • Returning Event • Demographic <ul style="list-style-type: none"> ▪ Diverse Ethnicities ▪ Family 	<p>1,500 +</p> <p>Estimated attendance in 2023 was 1.4K</p>
<p>Saturday, October (TBD)</p>	<p>International Food Festival</p>	<p>Visit High Point would like to curate an event to showcase High Point as the International City that so many know us to be.</p> <ul style="list-style-type: none"> • Road Closure • HPPD • HPFD • Waste Management • Stage • Demographic <ul style="list-style-type: none"> ▪ Diverse Ethnicities ▪ Family 	<p>1,500+</p>
<p>Thursday, Oct 17, 2024 - Saturday, Oct 19, 2024</p>	<p>Veterans Benefit Live (VBL)</p>	<p>Military Service event in partnership with The Heroes Center, The NC Department of Military and Veterans Affairs, and Visit High Point. This 3-day event is to assist veterans of all disability backgrounds to come in person to process their claims in-person.</p> <ul style="list-style-type: none"> • HPPD • Returning Event • Demographic <ul style="list-style-type: none"> ▪ Veteran ▪ Diverse Ethnicities ▪ Family 	<p>1,500 +</p> <p>Last year's event in July serviced 500 veterans and their families totaling 1.5K</p>
<p>Saturday, August 31, 2024 - September 1, 2024</p>	<p>John Coltrane International Jazz & Blues Festival</p>	<p>An annual festival that takes place every Labor Day weekend at Oak Hollow Festival Park brings in attendees from 23 states and</p>	<p>6,000 +</p>

		<p>is ranked in the top 10 jazz festivals nationwide. This will be the 13th year.</p> <ul style="list-style-type: none"> • Will allow the organizer to advise needs • Returning Event (Signature) • Demographic <ul style="list-style-type: none"> ▪ Diverse Ethnicities ▪ 45+ ▪ Married 	
Saturday, September 7, 2024	Black Luxe Expo	<p>A tradeshow that takes place at Mendenhall Transportation Terminal that showcases black owned businesses with music and food. This will be the 4th year of the event.</p> <ul style="list-style-type: none"> • Will allow the organizer to advise needs • Returning Event • Demographic <ul style="list-style-type: none"> ▪ African-American ▪ Family 	2,000+
Saturday, November 23, 2024	Tree Lighting Ceremony at Truist Point	<p>A celebration that takes place near Truist Point Stadium that kicks off the holiday shopping season with food, entertainment, tree lighting, craft vendors and more. This will be the third year and highlights the new downtown area and social district.</p> <ul style="list-style-type: none"> • Street Closure (Elm + Church) • HPPD • HPFD • Waste Management • Stage • Returning Event • Demographic <ul style="list-style-type: none"> ▪ Diverse Ethnicities ▪ Family 	<p>5,000+</p> <p>Estimated attendance in 2023 was 2.2K</p>
Saturday, December 7, 2024	High Point Holiday Stroll	<p>A linear festival that highlights the area small businesses in Uptowne that now has extended to the downtown Catalyst District. This is the 15th year of the event where two trolleys were added last year.</p> <ul style="list-style-type: none"> • Will allow the organizer to advise needs • Returning Event • Demographic <ul style="list-style-type: none"> ▪ Caucasian ▪ Family 	<p>6,000+</p> <p>Estimated attendance in 2023 was 5.9K</p>

December 31, 2024	NYE Celebration “Drop the Point”	<p>Visit High Point along with other city partners would like to curate an NYE experience that only High Point can create. Desired location would be within the Catalyst District</p> <ul style="list-style-type: none"> • HPPD • HPFD • Waste Management • New Event • Demographic reach is still being decided 	500+
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Please advise if the City of High Point would like to be recognized with logoed branding through event marketing and promotion. Please feel free to reach out if you have any questions that we may be able to answer prior to the P&L Committee Meeting or upcoming Council meetings.

Dana East - deast@visithighpoint.com or 336-491-2996

Melody Burnett - mburnett@visithighpoint.com or 336-880-7118

Best regards,

Dana L. East

Dana L. East
Events Development Manager
Visit High Point

Cc: Melody Burnett, President



City of High Point

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

Master

File Number: 2024-105

File ID: 2024-105

Type: Resolution

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 03/08/2024

File Name:

Final Action:

Title: Consideration of a Resolution Issuing General Obligation Streets and Sidewalk Bonds, Services 2024
City Council is requested to approve a Resolution of the City Council of the City of High Point, North Carolina, Providing for the Issuance of Not To Exceed \$5,425,000 General Obligation Streets And Sidewalk Bond, Series 2024.

Notes:

Sponsors:

Enactment Date:

Attachments: Resolution Issuing General Obligation Streets and Sidewalk Bonds

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:

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Resolution authorizing issuance of Series 2024 General Obligation Streets and Sidewalk Bonds	
FROM: Bobby Fitzjohn, Financial Services Director	MEETING DATE: March 18, 2024
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Bond Resolution	

PURPOSE:

The Financial Services Department recommends that the City Council take the final step to authorize the issuance of up to \$5,425,000 Series 2024 General Obligation Streets and Sidewalk Bonds.

BACKGROUND:

On February 5th City Council awarded the contract for the Samet Drive Extension project. The total cost of the project is estimated to be approximately \$4,825,000. Remaining bond funds will be used to partially fund the design phase of the Triangle Lake Rd project. The proposed resolution, prepared by the City's bond attorneys, provide staff the authorization to issue up to \$5,425,000 two-thirds General Obligation bonds. The winning bid allows for a penalty free call after 1 year, providing flexibility to refund at a lower rate in future years.

At the March 4th meeting, City Council held a public hearing and adopted the bond order.

At the March 18th meeting, City Council will consider approval of winning bank lender and the bond resolution.

The Local Government Commission will consider approving the issuance at their April 2nd meeting.

BUDGET IMPACT:

Repayment of the proposed bonds will be included in the General Debt Service Fund budget beginning in FY 2024-2025.

RECOMMENDATION/ACTION REQUESTED:

City Council is requested to approve the attached "A Resolution of the City Council of the City of High Point, North Carolina, Providing for the Issuance of Not To Exceed \$5,425,000 General Obligation Streets And Sidewalk Bond, Series 2024."

EXTRACTS FROM MINUTES OF CITY COUNCIL

* * *

A regular meeting of the City Council of the City of High Point, North Carolina (the “City Council”) was duly held in the Council Chambers of the Municipal Building located at 211 South Hamilton Street in High Point, North Carolina, the regular place of meeting, at 5:30 p.m. on March 18, 2024:

Members Present:

Members Absent:

* * * * *
* * *

Councilmember _____ introduced the following resolution, a summary of which had been provided to each Councilmember, a copy of which was available with the City Clerk and which was read by title:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGH POINT, NORTH CAROLINA,
PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$5,425,000 GENERAL OBLIGATION
STREETS AND SIDEWALK BOND, SERIES 2024**

WHEREAS, the City Council of the City of High Point, North Carolina (the “City”) adopted a Bond Order on March 4, 2024 that becomes effective 30 days after its publication and during which no petition to a vote of the people was filed with the City Clerk under Section 159-60 of the General Statutes of North Carolina authorizing the City to issue a General Obligation Streets and Sidewalk Bond in an aggregate principal amount not to exceed \$5,425,000 (the “Bond”);

WHEREAS, the City desires to issue the Bond and to request the North Carolina Local Government Commission sell such Bond to TD Public Finance LLC;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City, as follows:

Section 1. For purposes of this Resolution, the following words will have the meanings ascribed to them below:

“Authorized Officers” means, individually and collectively, the Mayor, the City Manager, the Financial Services Director and the City Clerk and their respective designees.

“Bond Order” means the Bond Order adopted by the City Council of the City on March 4, 2024 that becomes effective 30 days after its publication and during which no petition to a vote of the people was filed with the City Clerk under Section 159-60 of the General Statutes of North Carolina authorizing the City to issue the Bond.

“Bond” means the City’s General Obligation Streets and Sidewalk Bond, Series 2024, consisting of the bond authorized under the Bond Order.

“Code” means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein will be deemed to include the United States Treasury Regulations proposed or in effect with respect thereto.

“Default Rate” means the lesser of (1) the interest rate on the Bond immediately before the occurrence of a default plus 4.00% or (2) the maximum rate permitted by law.

“Determination of Taxability” means and shall be deemed to have occurred on the date when (a) the City shall receive notice from the Purchaser that the Internal Revenue Service has assessed as includable in gross income the interest payments made by the City relating to the Bond and such assessment is due to the occurrence of an Event of Taxability or (b) the City or the Purchaser shall receive notice from the Internal Revenue Service that the interest payments made by the City relating to the Bond is includable in the gross income of the Purchaser for federal income tax purposes and such determination is due to the occurrence of an Event of Taxability.

“Event of Taxability” means the occurrence or existence of any fact, event or circumstance caused by either the action or inaction of the City which has the effect of causing the interest payments relating to the Bond made by the City to be includable in the gross income of the Purchaser for federal income tax purposes.

“Federal Securities” means, to the extent permitted by laws of the State for the defeasance of local government bonds, (a) direct obligations of the United States of America for the timely payment of which the full faith and credit of the United States of America is pledged; (b) obligations, the timely payment of the principal of and interest on which is fully guaranteed as full faith and credit obligations of the United States of America (including any securities described in (a) or (b) issued or held in the name of the Trustee in book-entry form on the books of the Department of Treasury of the United States of America), which obligations, in either case, are held in the name of a trustee and are not subject to redemption or purchase prior to maturity at the option of anyone other than the holder; (c) any bonds or other obligations of the State of North Carolina or of any agency, instrumentality or local governmental unit of the State of North Carolina which are (i) not callable prior to maturity or (ii) as to which irrevocable instructions have been given to the trustee or escrow agent with respect to such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified, and which are rated by Moody’s and S&P within the highest rating category and which are secured as to principal, redemption premium, if any, and interest by a fund consisting only of cash or bonds or other obligations of the character described in clause (a) or (b) hereof which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate; (d) direct evidences of ownership of proportionate interests in future interest and principal payments on specified obligations described in (a) held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the underlying obligations described in (a), and which underlying obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated; or (e) any other obligations permitted under State law for the defeasance of local government bonds.

“Inclusion Date” means the effective date that the interest payments made by the City on the Bond is includable in the gross income of the Owner of the Bond as a result of a Determination of Taxability.

“Moody’s” means Moody’s Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns and, if such corporation for any

reason no longer performs the functions of a securities rating agency, “*Moody’s*” will be deemed to refer to any other nationally recognized rating agency other than S&P designated by the City.

“*Pricing Certificate*” means the certificate of the Financial Services Director of the City delivered in connection with the issuance of the Bond as permitted under Section 14.

“*Projects*” mean the projects authorized by the Bond Order, including streets and sidewalks, including without limitation bridges, viaducts, causeways, overpasses, underpasses, alleys and bicycle lanes; paving, grading, resurfacing, and widening streets; sidewalks, curbs and gutters, culverts, and drains; traffic controls, signals, and markers; lighting; and grade crossings and the elimination thereof and grade separations; streetscaping, landscaping and pedestrian improvements; transit stop improvements; and the acquisition of land and rights-of-way therefor.

“*Purchaser*” means TD Public Finance LLC, as the original purchaser of the Bond, and its successors and assigns.

“*S&P*” means S&P Global Ratings, a division of Standard & Poor’s Financial Services LLC, its successors and their assigns and, if such corporation for any reason no longer performs the functions of a securities rating agency, “*S&P*” will be deemed to refer to any other nationally recognized rating agency other than Moody’s designed by the City.

“*Tax Certificate*” means the Tax Certificate executed by the City related to the Bonds.

Section 2. The City undertook, with the assistance of its financial advisor, a request for proposals process from financial institutions for the purchase of the Bonds and selected a proposal from the Purchaser to purchase the Bond. The North Carolina Local Government Commission is hereby requested to sell the Bond at private sale without advertisement to the Purchaser, at such price as the Local Government Commission determines to be in the best interest of the City and in accordance with the terms submitted by the Purchaser, as permitted by Sections 159-123(b)(8) and 159-123(c) of the General Statutes of North Carolina, as amended. This Resolution constitutes the City Council’s approval of the final terms of the Bond as set forth in this Resolution.

Section 3. The City shall issue its Bond as a single, fully registered bond in an aggregate principal amount of \$5,425,000, payable in installments on March 1 of each year as follows:

<u>DATE</u>	<u>PRINCIPAL AMOUNT</u>	<u>DATE</u>	<u>PRINCIPAL AMOUNT</u>
2025	\$870,000	2029	\$870,000
2026	870,000	2030	870,000
2027	870,000	2031*	205,000
2028	870,000		

* Maturity

Section 4. The Bond is being sold at 100% of the face value of the Bond. The Bond shall be dated as of its date of issuance and pay interest semiannually on March 1 and September 1, beginning September 1, 2024. The Bond is being issued to provide funds (1) to finance the Projects pursuant to and in accordance with the Bond Order and (2) to pay the costs of issuing the Bond.

Section 5. The City Council has ascertained and hereby determines that the average period of usefulness of the capital projects being financed by the proceeds of the Bond is not less than 7 years computed from the date of issuance of the Bond.

Section 6. The Bond is to be numbered “R-1” and shall bear interest from its date at a rate of 4.30% per annum, as may be adjusted as set forth below, computed on the basis of a 360-day year of twelve 30-day months.

From and after the occurrence of a default on the payment of principal or interest on the Bond until such time as such default has been remedied or otherwise waived by the Purchaser, the Bond shall bear interest at the Default Rate.

In the event of a Determination of Taxability, the interest rate on the Bond, from and after the Inclusion Date, shall be adjusted to preserve the Purchaser’s after-tax economic yield with respect to the interest on the Bond. In addition, the City shall pay to the Purchaser (i) an amount necessary to reimburse the Purchaser for any interest, penalties, or other charges assessed by the Internal Revenue Service and the Department of Revenue by reason of the Purchaser’s failure to include the interest portion of the debt service relating to the Bond in its gross income for income tax purposes, and (ii) additional interest as a result of the increase in the interest rate on all previous interest payments made by the City after the Inclusion Date. In the event of a Determination of Taxability, the Purchaser shall provide the City with a new debt service schedule for the Bond which reflects the adjustment of the interest rate on the Bond.

Section 7. The Bonds are to be registered as to principal and interest, and the Financial Services Director of the City is directed to maintain the registration records with respect thereto. The Bond shall bear the original or facsimile signatures of the Mayor or City Manager of the City and the City Clerk, or their respective designees.

Section 8. On and after March 1, 2025 the Bond may be redeemed prior to maturity, at the option of the City, from any funds that may be available for such purpose, either in whole or in part on any date at a redemption price of 100% of the principal amount of the Bond called for redemption, plus accrued interest to the redemption date

Prior to March 1, 2025 the Bond may be redeemed prior to maturity, at the option of the City, from any funds that may be available for such purpose, either in whole or in part on any date at a redemption price of the greater of (i) 1% of the principal balance being redeemed plus accrued interest, or (ii) a "Break Funding Fee" in an amount computed as follows:

The "Current Rate" shall be subtracted from the "Original Rate". If the result is zero or a negative number, there is no Break Funding Fee. If the result is a positive number, then the resulting percentage shall be multiplied by the amount being prepaid times the number of days in the "Remaining Term" divided by 360. The resulting amount is the “Break Funding Fee” due to the Purchaser upon redemption of the principal of the Bond plus any accrued interest due as of the redemption date and is expressed in the following calculation: Break Funding Fee = [Amount Being Prepaid x (Original Rate - Current Rate) x number of days in the Remaining Term/360 days] plus accrued interest.

"Remaining Term" as used herein shall mean the maturity date of the Bond.

"Current Rate" means the Treasury Constant Maturities Rate effective on the date of the calculation.

"Original Rate" means the Treasury Constant Maturities Rate effective on the day the Owner received the City's proposal acceptance (March 1, 2024).

"Treasury Constant Maturities Rate" as used herein shall mean the bond equivalent yield for United States Treasury securities (bills on a discounted basis shall be converted to bond equivalent yield) with the maturity closest to the Remaining Term as published on the Federal Reserve Board website, or another recognized electronic source, two day prior to the determination date.

The Break Funding Fee shall be calculated by the Purchaser in accordance with its customary practices and the Purchaser's calculation shall be conclusive absent manifest error.

The City will give the Purchaser 15 days prior written notice of any optional redemption of the Bond. In the event of a partial optional redemption of the principal amount of the Bond, such redemption shall be deemed a redemption of the annual principal installments due on the Bond in inverse order.

If at the time of mailing of the notice of redemption there is not on deposit money sufficient to redeem the Bond called for redemption, such notice may state that it is conditional on the deposit of money for the redemption on the date of redemption as set forth in the notice. Any notice, once given, may be withdrawn by notice delivered in the same manner as the notice of redemption was given.

Section 9. The Bond and the provisions for the registration of the Bonds and for the approval of the Bond by the Secretary of the Commission are to be in substantially the forms set forth in the Appendix hereto.

Section 10. The City covenants that it will not take or permit, or omit to take or cause to be taken, any action that would adversely affect the exclusion from gross income of the recipient thereof for federal income tax purposes of the interest on the Bond, and, if it should take or permit, or omit to take or cause to be taken, any such action, the City will take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof. The City acknowledges that the continued exclusion of interest on the Bond from the owner's gross income for federal income tax purposes depends, in part, on compliance with the arbitrage limitations imposed by Section 148 of the Code. The City covenants that it will comply with all the requirements of Section 148 of the Code, including the rebate requirements, and that it will not permit at any time any of the proceeds of the Bond or other funds under its control be used, directly or indirectly, to acquire any asset or obligation, the acquisition of which would cause the Bond to be "arbitrage bonds" for purposes of Section 148 of the Code. The Financial Services Director is hereby authorized to execute a Tax Certificate.

Section 11. The Financial Services Director is hereby directed to create and establish a fund or account (the "Project Fund") and may establish separate accounts or subaccounts within the Project Fund to track the expenditures related to the Projects. The Financial Services Director will cause to be deposited the proceeds from the sale of the Bond in the Project Fund to be used to pay the capital costs of the Projects and costs of issuance of the Bond.

The Financial Services Director will invest and reinvest any moneys held in the Project Fund as permitted by the laws of the State of North Carolina and the income, to the extent permitted by the Code, is to be retained in the Project Fund and applied with the proceeds of the Bond as permitted by the Bond Order, as directed by the Financial Services Director. The Financial Services Director will keep and maintain adequate records pertaining to the Project Fund and all disbursements therefrom so as to satisfy the requirements of the laws of the State of North Carolina and to assure that the City maintains its covenants with respect to the exclusion of the interest on the Bond from gross income for purposes of federal income taxation.

Section 12. Actions taken by officials of the City to select paying and transfer agents, and a bond registrar, or alternate or successor agents and registrars pursuant to Section 159E-8 of the Registered Public Obligations Act, Chapter 159E of the General Statutes of North Carolina, are hereby authorized and approved.

Section 13. The Bond will be non-transferable, except to (i) an affiliate of the Purchaser, (ii) a bank, insurance company or similar financial institution or (iii) any other entity approved by the North Carolina Local Government Commission. Nothing herein shall limit the right of the Purchaser or its assignees to sell or assign participation interests in the Bond to one or more entities listed in (i), (ii) or (iii) above.

Section 14. The Financial Services Director is hereby authorized to approve any changes to the terms of the Bond set forth in this Resolution by executing a Pricing Certificate on the date of issuance of the Bond provided that the Bond will be sold at a price of 100% of the par amount of the Bond and at an interest rate not to exceed the interest rate set forth herein.

The Authorized Officers, and their respective designees, individually and collectively, are hereby authorized and directed to cause the Bond to be prepared and, when duly sold by the Local Government Commission, to cause the Bond to be executed and turned over to the registrar and transfer agent of the City, if any, for delivery to the Purchaser, as purchaser of the Bond, and are authorized and directed to execute and deliver for and on behalf of the City any and all additional certificates, documents, opinions or other papers and perform all other acts as may be required by the documents contemplated hereinabove or as may be deemed necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 15. This Resolution may be amended or supplemented, from time to time, without the consent of the owners of the Bond if in the opinion of nationally recognized bond counsel, such amendment or supplement would not adversely affect the interests of the owners of the Bond and would not cause the interest on the Bond to be included in the gross income of a recipient thereof for federal income tax purposes. This Resolution may be amended or supplemented with the consent of the owners of a majority in aggregate principal amount of the outstanding Bond, but a modification or amendment may not, without the express consent of any owner of Bond, reduce the principal amount of the Bond, reduce the interest rate payable on it, extend its maturity or the times for paying interest, change the monetary medium in which principal and interest is payable, or reduce the percentage of consent required for amendment or modification.

Any act done pursuant to a modification or amendment consented to by the owners of the Bond is binding on all owners of the Bond and will not be deemed an infringement of any of the provisions of this Resolution, whatever the character of the act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after consent has been given, no owner of a Bond has any right or interest to object to the action, to question its propriety or to enjoin or restrain the City from taking any action pursuant to a modification or amendment.

If the City proposes an amendment or supplemental resolution to this Resolution requiring the consent of the owners of the Bond, the City shall cause notice of the proposed amendment to be sent to each owner of the Bond then outstanding by first-class mail, postage prepaid, to the address of such owner as it appears on the registration books; but the failure to receive such notice by mailing by any owner, or any defect in the mailing thereof, will not affect the validity of any proceedings pursuant hereto. Such notice shall briefly set forth the nature of the proposed amendment and shall state that copies thereof are on file at the principal office of the City for inspection by all owners of the Bond. If, within 60 days or such longer period as shall be prescribed by the City following the giving of such notice, the owners of a majority in aggregate principal amount of Bond then outstanding have consented to the proposed amendment, the amendment will be effective as of the date stated in the notice.

Section 16. Nothing in this Resolution shall preclude (a) the payment of the Bond from the proceeds of refunding bonds or (b) the payment of the Bond from any legally available funds.

If the City causes to be paid, or has made provisions to pay, on maturity or on redemption before maturity, to the owner of the Bond the principal of the Bond (including interest to become due thereon), through setting aside trust funds or setting apart in a reserve fund or special trust account created pursuant to this Resolution or otherwise, or through the irrevocable segregation for that purpose in some sinking fund or other fund or trust account with an escrow agent or otherwise, moneys sufficient therefor, including, but not limited to, interest earned or to be earned on Federal Securities, then, to the extent permitted by law, the Bond shall be considered to have been discharged and satisfied, and the principal of the Bond (including and interest thereon) shall no longer be deemed to be outstanding and unpaid; provided, however, that nothing in this Resolution requires the deposit of more than such Federal Securities as may be sufficient, taking into account both the principal amount of such Federal Securities and the interest to become due thereon, to implement any such defeasance.

If such a defeasance occurs and after the City receives an opinion of a nationally recognized accounting or verification firm that the segregated moneys or Federal Securities together with interest earnings thereon are sufficient to effect a defeasance, the City shall execute and deliver all such instruments as may be necessary to effect such a defeasance and desirable to evidence such release, discharge and satisfaction. The City shall make provisions for the mailing of a notice to the owner of the Bond that such moneys are so available for such payment.

Section 17. If the date for making any payment, or the date for performance of any act or the exercising of any right, as provided in this Resolution, is not a business day, such payment may be made or act performed or right exercised on the next succeeding business day, with the same force and effect as if done on the nominal date provided in this Resolution, and no interest will accrue for the period after such nominal date.

Section 18. If any one or more of the agreements or provisions herein contained is held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or for any reason whatsoever is held invalid, then such covenants, agreements or provisions are null and void and separable from the remaining agreements and provisions and will in no way affect the validity of any of the other agreements and provisions hereof or of the Bonds authorized hereunder.

Section 19. The City shall furnish to the Purchaser (1) the City's audited financial statements within 270 days after the end of each fiscal year, (2) the City's annual budget within 90 days of the beginning of each fiscal year and (3) such other additional information as the Purchaser may reasonably request. The requirement to provide such information may be satisfied by the City's making the information publicly available on the City's website or on the MSRB's "EMMA" website. If the audited financial statements are not available within 270 days of fiscal year end, the City will furnish unaudited financial statements to the Purchaser in the manner described in this paragraph within such period, and will then supply the audited financial statements immediately upon the availability thereof.

Section 20. All resolutions or parts thereof of the City Council in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 21. This Resolution is effective on the date of its adoption.

Adopted this 18th day of March, 2024

STATE OF NORTH CAROLINA)
)
CITY OF HIGH POINT) ss:

*I, Sandra Keeney, City Clerk of the City of High Point, North Carolina, **DO HEREBY CERTIFY** that the foregoing is a true and exact copy of so much of the proceedings of the City Council as it relates to a resolution entitled “**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGH POINT, NORTH CAROLINA, PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$5,425,000 GENERAL OBLIGATION STREETS AND SIDEWALK BOND, SERIES 2024**” duly adopted by the City Council of the City of High Point, North Carolina, at a meeting held on the 18th day of March, 2024 and that such proceedings are to be recorded in the minute books of said City Council.*

***WITNESS** my hand and the seal of the City of High Point, North Carolina, this the ____ day of March, 2024.*

City Clerk
City of High Point, North Carolina

(SEAL)

APPENDIX A

FORM OF BOND

This Bond is non-transferable, except to an affiliate of the registered hereof, a bank, insurance company or similar financial institution or any other entity approved by the Local Government Commission.

No. R-1 \$5,425,000

UNITED STATES OF AMERICA
STATE OF NORTH CAROLINA
CITY OF HIGH POINT

<u>INTEREST</u> <u>RATE</u> 4.30%	<u>MATURITY DATE</u> MARCH 1, 2031	<u>DATED DATE</u> APRIL 17, 2024
---	---------------------------------------	-------------------------------------

REGISTERED OWNER: TD PUBLIC FINANCE LLC

PRINCIPAL SUM: FIVE MILLION FOUR HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS

GENERAL OBLIGATION STREETS AND SIDEWALK BOND, SERIES 2024

THE CITY OF HIGH POINT, NORTH CAROLINA (the “City”) acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner named above, on the Maturity Date specified above, the Principal Sum shown above and to pay to the Registered Owner hereof interest thereon from the date of this Bond until it shall mature at the Interest Rate per annum specified above, computed on the basis of a 360-day year of twelve 30-day months, and subject to adjustment as set forth in the Bond Resolution (as defined below), payable on September 1, 2024 and semiannually thereafter on March 1 and September 1 of each year. Principal of this Bond is payable in installments on March 1 of each year as set forth below in immediately available funds to the Registered Owner of this Bond shown above as follows:

<u>DATE</u>	<u>PRINCIPAL</u> <u>AMOUNT</u>	<u>DATE</u>	<u>PRINCIPAL</u> <u>AMOUNT</u>
2025	\$870,000	2029	\$870,000
2026	870,000	2030	870,000
2027	870,000	2031*	205,000
2028	870,000		

* Maturity

This Bond is issued in accordance with the Registered Public Obligations Act, Chapter 159E of the General Statutes of North Carolina, and pursuant to The Local Government Finance Act, the Bond Resolution adopted by the City Council of the City on March 18, 2024 (the “*Bond Resolution*”), and a bond order adopted by the City Council of the City on March 4, 2024 that became effective 30 days after its publication and during which no petition to a vote of the people was filed with the City Clerk under Section 159-60 of the General Statutes of North Carolina. The Bond is issued to provide funds to pay the capital costs of streets and sidewalks, including without limitation bridges, viaducts, causeways, overpasses, underpasses, alleys and bicycle lanes; paving, grading, resurfacing, and widening streets; sidewalks, curbs and gutters, culverts, and drains; traffic controls, signals, and markers; lighting; and grade crossings and the elimination thereof and grade separations; streetscaping, landscaping and pedestrian improvements; transit stop improvements; and the acquisition of land and rights-of-way therefor, as further described in the Bond Resolution, and to pay the costs of issuing the Bond.

On and after March 1, 2025 the Bond may be redeemed prior to maturity, at the option of the City, from any funds that may be available for such purpose, either in whole or in part on any date at a redemption price of 100% of the principal amount of the Bond called for redemption, plus accrued interest to the redemption date

Prior to March 1, 2025 the Bond may be redeemed prior to maturity, at the option of the City, from any funds that may be available for such purpose, either in whole or in part on any date at a redemption price of the greater of (i) 1% of the principal balance being redeemed plus accrued interest, or (ii) a "Break Funding Fee" (as such amount is computed as set forth in the Bond Resolution).

The City will give the Purchaser 15 days prior written notice of any optional redemption of the Bond. In the event of a partial optional redemption of the principal amount of the Bond, such redemption shall be deemed a redemption of the annual principal installments due on the Bond in inverse order. If at the time of mailing of the notice of redemption there is not on deposit money sufficient to redeem the Bond called for redemption, such notice may state that it is conditional on the deposit of money for the redemption on the date of redemption as set forth in the notice. Any notice, once given, may be withdrawn by notice delivered in the same manner as the notice of redemption was given.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of North Carolina to exist, be performed or happen precedent to or in the issuance of this Bond, exist, have been performed and have happened, and that the amount of this Bond, together with all other indebtedness of the City, is within every debt and other limit prescribed by said Constitution or statutes. The faith and credit of the City are hereby pledged to the punctual payment of the principal of and interest on this Bond in accordance with its terms.

This Bond is not valid or obligatory for any purpose until the certification hereon has been signed by an authorized representative of the Local Government Commission.

IN WITNESS WHEREOF, the City has caused this Bond to bear the original or facsimile of the signatures of the Mayor and the City Clerk and an original or facsimile of the seal of the City to be imprinted hereon and this Bond to be dated as of Dated Date above.

(SEAL)

City Clerk

Mayor

Date of Execution: April 17, 2024

The issue hereof has been approved under the provisions of The Local Government Bond Act.

Deputy Secretary of the Local Government Commission

SIGNATURE PAGE RELATED TO
CITY OF HIGH POINT, NORTH CAROLINA
GENERAL OBLIGATION STREETS AND SIDEWALK BONDS, SERIES 2024]

FORM OF ASSIGNMENT

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite Name and Address,
including Zip Code, and Federal Taxpayer Identification or
Social Security Number of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney to register the transfer of the within Bond on the books kept for registration thereof,
with full power of substitution in the premises.

Dated: _____

Signature guaranteed by:

NOTICE: Signature must be guaranteed by a participant
of the Securities Transfer Agent Medallion Program
("STAMP") or similar program.

NOTICE: The signature to this assignment must
correspond with the name as it appears on the face of the
within Bond in every particular, without alteration,
enlargement or any change whatever.

TRANSFER FEE MAY BE REQUIRED



City of High Point

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

Master

File Number: 2024-107

File ID: 2024-107

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 03/14/2024

File Name:

Final Action:

Title: Consideration of the City of High Point's 2024-2025 State Legislative Priorities
City Council is requested to approve the City of High Point's 2024-2025 State Legislative Priorities.

Notes:

Sponsors:

Enactment Date:

Attachments: City of High Point's 2024-2025 State Legislative Priorities

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:

CITY OF HIGH POINT

AGENDA ITEM



TITLE: City of High Point 2024 2025 State Legislative Priorities	
FROM: Jeron Hollis – Managing Director	MEETING DATE: March 18, 2024
PUBLIC HEARING: N/A	ADVERTISED DATE/BY: N/A
ATTACHMENTS: High Point State Legislative Agenda and Appropriations requests	

PURPOSE: To have City Council approve the 2024-25 State Legislative Priorities.

BACKGROUND:

Each year, the City of High Point meets with our state elected officials to communicate legislative and financial priorities for our community. Over the last two months, members of the High Point City Council and senior staff met with the members of the North Carolina General assembly to seek support for identified needs, discuss priorities, and share program information.

The delegation was made aware of resource needs that are associated with collaborative projects including the Lexington Avenue gateway feasibility study, improvements to the High Point Athletic Complex, and a housing pilot program. In addition, requests related to small scale manufacturing, water and sewer main infrastructure, the Samet Drive extension annexation, local authority related to the sale of property, and efforts to increase workforce housing were shared.

BUDGET IMPACT: There is no budget impact for this item.

RECOMMENDATION /ACTION REQUESTED: Staff recommends that City Council approve the 2024-25 State Legislative Priorities.



2024 | 2025 LEGISLATIVE SESSION APPROPRIATIONS REQUEST



CITY OF
**high
point.**

2024|2025

LEGISLATIVE SESSION | APPROPRIATIONS REQUEST

COLLABORATIVE PARTNERS



Our Why

The mission of this agenda is to describe our collective support for key projects that will further leverage High Point's upward momentum. We believe investment in the below items will accelerate opportunities around economic development, infrastructure, permitting and housing.



COLLABORATIVE PROJECTS



LEXINGTON AVENUE GATEWAY FEASIBILITY STUDY

The first step to get this Gateway back on the state TIP will be for a feasibility study to be completed to assess the road frontage needs and the housing that it may affect. We believe this road is vital to city access and improved access from downtown High Point to Piedmont Triad International Airport. In 2016, Business High Point covered the cost of the environmental study which has been completed for this Gateway project. We aspire for this corridor to be a greater infrastructure support for community development.



HIGH POINT ATHLETIC COMPLEX IMPROVEMENT

\$4.5M

High Point Athletic Complex is High Point's largest sports complex at over 68 acres. In alignment with the City's Parks and Rec Master Plan, turf and lighting updates and improvement are critical. This is a turnkey estimate and includes all professional surveys, earthwork, excavation, turf, supplies, striping, along with field maintenance equipment and training. The fields would be located on the lower end of our current Miracle League fields, replacing two existing turf fields. This project will have a tremendous impact on High Point sports tourism; increasing our ability to compete regionally for tournaments, drive greater demand for hotel lodging and continue to support current active local sports clubs.



HIGH POINT HOUSING PILOT PROGRAM

\$2-3M

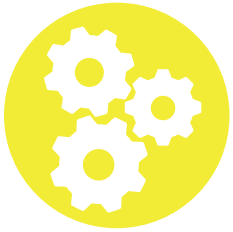
With a current housing shortage in High Point, we request funding to launch a pilot program aimed to address this key tenant of community infrastructure for critical future growth. A comprehensive approach to workforce housing that aligns with the city's comprehensive plan to create density, affordability, support quality of life and support workforce recruitment and retention.

This pilot program will take proactive steps to undergird current resources, target innovative best practices while positively impacting the diverse group of stakeholders that make up a thriving housing market (homebuyer, developer, real estate professionals, etc.)

To include:

- Launching a revolving fund for residential developer incentives
- Implementing down payment assistance program for homebuyers
- Creating workforce related housing options
- Investigating potential landbanking opportunities, and
- Carrying of construction costs

CITY OF HIGH POINT PROJECTS



SMALL SCALE MANUFACTURING INITIATIVE 300 OAK ST.

\$2M

The City of High Point is seeking funds in the amount of **\$2M** for improvements to the facility, updated programming and continuing collaboration with Business High Point - Chamber of Commerce to facilitate the establishment of small scale manufacturing, as well as continued partnership with Guilford works to provide a collaboration workforce development at the neighborhood level.



WATER MAINS & SEWER MAINS UTILITY INFRASTRUCTURE

\$2M

The City of High Point's average water main age is **66** years.
The City of High Point's average sewer main age is **49** years.
The typical life expectancy is **50** years.

High Point currently has:

- 790** miles of sewer mains
- 625** miles of water mains

The City of High Point is requesting **\$2M** to help remedy our significant backlog of water main and sewer main repair and replacement.



HOUSE BILL 5

This bill is the omnibus local bill containing various provisions for different local governments. One of those provisions is the annexation of a small parcel of land needed for the Samet Drive extension which is now underway. HB 5 has passed the House and is on the Senate calendar for a floor vote whenever the Senate wants to take it up.



A LOCAL BILL AUTHORIZING THE CITY OF HIGH POINT TO DISPOSE OF REAL PROPERTY BY PRIVATE SALE.

This would allow the City to tailor its conveyance of its property to be consistent with the City's plans for development in that area. Such a private sale could only occur after notice and public hearing on the transaction. Without this authority, the City must use the general statute authority to advertise and offer the property to anyone and accept the highest dollar bid. The cities of Charlotte, Cary and Durham currently have similar authority under their own local acts.



A LOCAL BILL AUTHORIZING THE CITY OF HIGH POINT TO CONVEY CITY OWNED PROPERTY TO INCREASE THE SUPPLY OF WORKFORCE HOUSING

This will allow the city of High Point to convey city owned property, with restrictions, for the purposes of increasing the inventory of workforce housing within the community. The City may attach to the transfer and to the interest conveyed any covenants, conditions, or restrictions, or a combination of them, the City deems necessary to further the public interest in workforce housing. The intent is to provide an environment where there will be a sustainable inventory of workforce housing that will not be depleted over time due to investor purchases or severe market swings. Currently, the City of Winston-Salem has similar authority under their own local act.

Thank you to our legislative delegation for your constant support of High Point and commitment to advance our community needs in Raleigh. The above projects totaling **\$7-8M** will have a massive ROI that will **create jobs, enhance resources, and develop key infrastructure**. We aim to ensure High Point is proactive to meet the needs of our current and future citizens, prospective visitors, as well as our existing and future businesses.

Thank You!





City of High Point

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

Master

File Number: 2024-106

File ID: 2024-106

Type: Miscellaneous Item

Status: To Be Introduced

Version: 1

Reference:

In Control: City Council

File Created: 03/14/2024

File Name:

Final Action:

Title: Consideration of an Appointment to the Human Relations Commission
City Council is requested to confirm the appointment of Maria Mayorca to the Human Relations Commission; term effective immediately and will expire on November 1, 2025.

Notes:

Sponsors:

Enactment Date:

Attachments: Appointment - Human Relation Commission

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:

CITY OF HIGH POINT

AGENDA ITEM



TITLE: Appointment – Human Relations Commission	
FROM: City Clerk’s Office	MEETING DATE: March 18, 2024
PUBLIC HEARING: n/a	ADVERTISED DATE/BY: n/a
ATTACHMENTS: Application	

PURPOSE: To confirm the appointment of Maria Mayorca to the Human Relations Commission.

BACKGROUND: Mayor Jefferson is recommending the appointment of Maria Mayorca to the Human Relations Commission; term effective immediately and will expire on November 1, 2025.

BUDGET IMPACT: none

RECOMMENDATION/ACTION REQUESTED: City Council is requested to confirm the appointment of Maria Mayorca to the Human Relations Commission; term effective immediately and will expire on November 1, 2025.

Profile

Maria _____ Mayorga _____
First Name Last Name

mjmmyorga@gmail.com _____
Email Address

4008 Maid Marion Ct _____ Suite or Apt _____
Street Address

Jamestown _____ NC _____ 27282 _____
City State Postal Code

Mobile: (336) 676-3103 _____
Primary Phone Alternate Phone

Employer

Which Boards would you like to apply for?

Human Relations Commission: Submitted

Ward you reside in?

Interests & Experiences

Please list any work, volunteer, and/or educational experience that you would like us to consider in the review of your application.

Work with the Latino community in High Point, Guilford County and statewide Currently leading the convening of Latino youth and adults through a community organizing approach in High Point. Currently serve on local boards as it relates to immigrants rights, international community, workforce development, early childhood and mental health. I bring to this committee my firsthand experience and the knowledge of working with disenfranchised communities for over 15 years.

[MJM_Resume2.docx_1_.pdf](#) _____
Upload a Resume

Have you participated in Leadership High Point?

Yes No

If yes, please list the year in which you participated in Leadership High Point:

2018

Gender *

Female

Maria J. Mayorga

4008 Maid Marion Ct., Jamestown, NC 27282
ph. 336-676-3103



maria-mayorga



mjmayorga@live.com

Persuasive director with extensive experience in leadership development and over 10 years of organizing. Excels at developing organizational strategies to obtain optimal growth and goals. Manages key relationships with members and organizations to establish long-term agreements. Active community member with leadership roles in over ten organizations and community groups.

SKILLS

- Bilingual and Bicultural Organizer
- Relationship and Leadership Development
- Planning and Implementing Projects
- Team Leadership and Management
- Authoring Grant Proposals

WORK EXPERIENCE

Latinx Civic Engagement Coordinator

July 2020 – Present

Blueprint NC, NC

- Support organizations to develop their organizing and voter registration plans.
- Provide training on voter registration collection, base building, and other activities.
- Support organizations in their leadership development plans.
- Identify new strategies for organizations to implement to support and grow their programs.
- Provide direct support for Blueprint's regranting process
- Institute Latinx Capacity Building and Relational Development Infrastructure statewide

North Carolina Civic Engagement Coordinator

August 2020 – May 2021

Hispanic Federation, NC

- In collaboration with the National Civic Engagement Director, help coordinate strategic direction, manage and implement North Carolina's civic engagement initiatives, including census, voter registration, voter education, and Get Out the Vote (GOTV) initiatives
- Supervise and manage state-wide civic engagement staff and volunteers
- Assist in corresponding with and reporting to funders

Latino Family Center Director

January 2020 – August 2020

YWCA High Point, High Point, NC

- Optimize processes and supervise four employees and volunteers, including overseeing administration, budgeting, and scheduling protocols.
- Manage quality assurance program, including evaluations and customer surveys.
- Delegate assignments based on project needs and knowledge of individual team members.

- Drive strategic improvements to enhance operational efficiencies resulting in new revenue platforms.
- Enhanced client satisfaction by effective collaboration with cross-tier organizations
- Effective and positive collaboration with local, state and nationwide institutions to advance pro-immigrant legislation and advocacy strategies.

Senior Director, Latino Family Center & Women's Resource Center

YWCA High Point, High Point, NC

Dec. 2018 - Dec. 2019

- Led team of ten employees and volunteers to maintain daily and monthly performance goals and metrics
- Instituted formal operating procedures and enforced adherence to policies and regulations that impacted daily direct services provided to women and their families.
- Close collaboration with organizational leadership, including board of directors, to strategically affect direction of anti-racism platforms and campaigns
- Chaired Social Justice Committee campaigns and annual events.

Latino Family Center Manager

YWCA High Point, High Point, NC

April 2017 – Dec. 2018

- Aligned department vision, goals and objectives with the organization's strategy to achieve desired results.
- Increased operational efficiency by developing new and improved organizational strategies to successfully serve over two-thousand clients a year.
- Increased organizational relationships across demographics and industry categories.

Latino Family Center Program Coordinator

YWCA High Point, High Point, NC

Aug. 2016 – April 2017

- Monitored social media presence to expand department's visibility
- Handled daily calls to address client's inquiries and concerns.
- Expanded existing programs and develop new youth programming
- Developed team communications and information for community meetings.

COMMUNITY LEADERSHIP

Sunrise-Amanecer Mental Health Clinic

Greensboro, North Carolina

April 2020 - present

- Board member
- Assist with the implementation of the organization's first strategic plan
- Develop the board of director's structure and recruit members passionate about Latinx therapy

Guilford County Partnership for Children

January 2020 - present

Greensboro, North Carolina

- Board member
- Advocate for equitable practices for children 0-5 years old to receive the necessary early education to prepare them for the classroom

Welfare Reform Liaison Project

March 2021 - present

Greensboro, North Carolina

- Board member
- Serve as the liaison between WRLP and the Latinx community in Guilford County
- Ensure new policies and practices are established to better serve directly impacted individuals who need financial assistance, adult continuing education, among other direct services.

Guilford County Schools

March 2018 – March 2021

Greensboro, North Carolina

- “People Helping People” Youth Scholarship Selection Committee
- Annually assist in the selection of seventeen high school seniors from Guilford County Schools

Nicaraguan Solidarity Committee

July 2018 – July 2019

North Carolina

- Founding Member
- Organize events to bring awareness to the current Nicaraguan humanitarian crisis

League of Women’s Voter of the Piedmont Triad

September 2018 - August 2020

Greensboro, North Carolina

- Member
- Organizer with the Immigration Roundtable

El Colectivo NC

November 2017 - August 2020

North Carolina

- Statewide coalition advocating for intersectionality in NC: founding member
- High Point representative and liaison
- Guilford County organizer for legislative actions

Siembra NC

September 2017 – May 2019

Greensboro, NC

- Grassroots group focusing on immigrant’s rights: founding member
- Representative for High Point as community organizer

Guilford Child Development

August 2016 – July 2017

Greensboro, NC

- Parent Committee Chair for Royce and Jane Reynolds Head Start Center
- Policy Council Chair
- Board Member

Latino Coalition of Randolph County

April 2007- May 2013

Asheboro, NC

- Non-profit organization focusing on offering services to the Latinx immigrant community in Randolph County
- Active board member: 2009-2013
- Established and organized the organization's annual fundraising and cultural events
- Established the organization's youth programs and internships
- Established and spearheaded the organization's advocacy agenda
- Established and coordinated DACA and other immigration-related workshops
- Served as the community liaison between the organization, community organizations and community-at-large

RECOGNITIONS

Notable Latina of the Triad

Latino Community Coalition of Guilford County

April 2017

Scholarship Recipient

Women's Triad Forum

Fall 2018

Program Graduate

Nonprofit Management Institute

June 2018

Leadership High Point Graduate

Business High Point

November 2018

Inaugural Program Fellow

Dream Lead Institute

July 2019

Defender of Justice Award

North Carolina Justice Center

October 2020

Community Advocate Award

AMEXCAN

December 2022

Alumni

New Leaders Council

June 2023

Cultural Leadership Fellow

Scholar Fund

September 2023

Líderes Fellowship

Hispanics In Philanthropy

April 2024